



# City of Pensacola

## City Council

### Agenda - Final

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Thursday, August 10, 2017, 5:30 PM

Council Chambers, 1st Floor

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#### ROLL CALL

#### INVOCATION

REV. NICK PHARES, CURATE - ST. CHRISTOPHER'S EPISCOPAL CHURCH

#### PLEDGE OF ALLEGIANCE

COUNCIL MEMBER SHERRI MYERS

#### FIRST LEROY BOYD FORUM

#### PRESENTATION

1. [17-00446](#) SURVEY OF PROPERTIES WITHIN THE GOVERNMENTAL CENTER DISTRICT (SPENCER)

*Recommendation:* Presentation by Ross Pristera, Historic Preservationist with the UWF Historic Trust

*Sponsors:* Brian Spencer

#### AWARDS

#### APPROVAL OF MINUTES

2. [17-00462](#) APPROVAL OF MINUTES: SPECIAL MEETING DATED 7/10/17 AND REGULAR MEETING DATED 7/13/17

*Attachments:* [Draft - Special Meeting Minutes Dated 7/10/17](#)

[Draft - Regular Meeting Minutes Dated 7/13/17](#)

#### APPROVAL OF AGENDA

#### CONSENT AGENDA

3. [17-00369](#) AWARD OF CONTRACT - BID #17-032 BAYOU CHICO NORTH  
STORMWATER OUTFALL TREATMENT ENHANCEMENT PROJECT

**Recommendation:** That City Council award a contract for construction of the Bayou Chico North Stormwater Outfall Treatment Enhancement Project to BKW, Inc., of Pensacola, Florida, the lowest and most responsible bidder with a base bid of \$304,926.06, plus 10% contingency of \$30,492.61 for a total amount of \$335,418.67.

**Sponsors:** Ashton J. Hayward, III

**Attachments:** [Bid Tabulation, Bid No. 17-032](#)  
[Final Vendor Reference List, Bid No. 17-032](#)  
[Map, Bayou Chico North Stormwater Outfall Treatment Enhancement Proje](#)

4. [17-00451](#) APPOINTMENT TO THE DOWNTOWN IMPROVEMENT BOARD  
(DIB)

**Recommendation:** That the City Council affirm the Mayor's appointment of Michael Carro and the reappointment of Teri Levin to the Downtown Improvement Board (DIB) for a term of three years expiring August 31, 2020.

**Sponsors:** Ashton J. Hayward, III

5. [17-00399](#) PENSACOLA PROFESSIONAL FIREFIGHTERS INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 707 COLLECTIVE  
BARGAINING AGREEMENT

**Recommendation:** That City Council ratify the proposed Pensacola Professional Firefighters International Association of Firefighters (IAFF) Local 707 Collective Bargaining Agreement. Further, that City Council authorize the Mayor to take all actions necessary to execute the agreement.

**Sponsors:** Ashton J. Hayward, III

**Attachments:** [IAFF Local 707 Collective Bargaining Agreement Fiscal Years 2018, 2019.](#)

6. [17-00450](#) FIREFIGHTERS' RELIEF AND PENSION PLAN SPECIAL ACT

**Recommendation:** That City Council authorize the Mayor to send changes to the Firefighters' Relief and Pension Plan Special Act to the State Legislature to comply with the provisions in the collective bargaining agreement with the Pensacola Professional Firefighters International Association of Firefighters (IAFF) Local 707. Further that City Council authorize the Mayor to take all actions necessary to effectuate the changes to the Special Act.

**Sponsors:** Ashton J. Hayward, III

**Attachments:** [Tentative Firefighters' Relief and Pension Plan Special Act](#)

7. [17-00445](#) DISPOSITION OF SURPLUS PROPERTY- 300 BLOCK WEST INTENDENCIA

**Recommendation:** That City Council approve the sale of 300 Block West Intendencia Street, parcel identification number 000S009070600038, account number 152120000 to the highest and most responsible bidder, P. Taylor Loftin, in the amount of \$115,000. Further that City Council authorize the Mayor to negotiate and execute all necessary documents related to the sale of the property.

**Sponsors:** Ashton J. Hayward, III

**Attachments:** [Loftin Offer Letter - 300 Block West Intendencia](#)  
[GIS Map 300 Block West Intendencia](#)  
[Appraisal - 300 Block West Intendencia](#)  
[SVN Bid Sheet- 300 Block West Intendencia](#)

8. [17-00448](#) DISPOSITION OF SURPLUS PROPERTY - WEST INTENDENCIA

**Recommendation:** That City Council approve the sale of West Intendencia Street, parcel identification number 000S009080014094, account number 153145000 to the highest and most responsible bidder, Charles Liberis Old City Developers, LLC, in the amount of \$20,000. Further that City Council authorize the Mayor to negotiate and execute all necessary documents related to the sale of the property. Finally, that 50 percent of the proceeds, after costs associated with the final transaction, are allocated to the Housing Initiatives Fund.

**Sponsors:** Ashton J. Hayward, III

**Attachments:** [Liberis Old City Developers Offer Letter - West Intendencia.pdf](#)  
[Liberis Old City Developers Addendum - West Intendencia.pdf](#)  
[GIS Map - West Intendencia.pdf](#)  
[Appraisal - West Intendencia.pdf](#)  
[SVN Bid Sheet - West Intendencia.pdf](#)

## REGULAR AGENDA

9. [17-00422](#) PUBLIC HEARING FOR THE ANNUAL ASSESSMENT RESOLUTION IMPOSING STORMWATER SERVICE ASSESSMENTS AND APPROVAL OF 2017 STORMWATER ASSESSMENT ROLL

**Recommendation:** That City Council conduct a public hearing on August 10, 2017 to adopt the final assessment resolution imposing stormwater service assessments and approving the 2017 Stormwater Assessment Roll.

**Sponsors:** Ashton J. Hayward, III

**Attachments:** [Assessment Resolution](#)  
[PROOF OF PUBLICATION NOTICE OF PUBLIC HEARING NON AD VA](#)

10. [17-41](#) RESOLUTION NO. 17-41 - IMPOSING STORMWATER SERVICE ASSESSMENTS AND APPROVAL OF 2017 STORMWATER ASSESSMENT ROLL

**Recommendation:** That City Council adopt Resolution No. 17-41:

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES PROVIDED BY THE CITY'S STORMWATER UTILITY; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST DEVELOPED PROPERTY LOCATED WITHIN THE STORMWATER SERVICE AREA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

**Sponsors:** Ashton J. Hayward, III

**Attachments:** [Resolution No. 17-41](#)

11. [17-00431](#) PUBLIC HEARING: REQUEST FOR ZONING MAP AMENDMENT & FUTURE LAND USE AMENDMENT - 109 N. A STREET

**Recommendation:** That City Council conduct a public hearing on August 10, 2017 to consider the request to amend the City's Future Land Use Map and Zoning Map for property located at 109 North A Street.

**Sponsors:** Ashton J. Hayward, III

**Attachments:** [Rezoning Application, Novota, dated June 15, 2017](#)  
[Future Land Use Map, Novota Rezoning Request, July 2017](#)  
[Zoning Map, Novota Rezoning Request, July 2017](#)  
[July 11, 2017 Planning Board Minutes](#)  
[Communications from Notified Property Owners](#)  
[Proposed Ordinance - Future Land Use Amendment](#)  
[Proposed Ordinance - Zoning Amendment](#)  
[PROOF OF PUBLICATION - NOTICE OF PUBLIC HEARING](#)

12. [32-17](#) PROPOSED ORDINANCE NO. 32-17 - REQUEST FOR ZONING MAP AMENDMENT - 109 N. A STREET

**Recommendation:** That City Council approve Proposed Ordinance No. 32-17 on first reading.

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

**Sponsors:** Ashton J. Hayward, III

**Attachments:** [Proposed Ordinance No. 32-17](#)  
[Zoning Map, Novota Rezoning Request, July 2017](#)  
[Rezoning Application, Novota, dated June 15, 2017](#)  
[July 11, 2017 Planning Board Minutes](#)  
[Communication from Notified Property Owners](#)

13. [33-17](#) PROPOSED ORDINANCE NO. 33-17 - REQUEST FOR FUTURE LAND USE MAP AMENDMENT - 109 N. A STREET

**Recommendation:** That City Council approve Proposed Ordinance No. 33-17 on first reading.

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

**Sponsors:** Ashton J. Hayward, III

**Attachments:** [Proposed Ordinance No. 33-17](#)  
[Future Land Use Map, Novota Rezoning Request, July 2017](#)  
[Rezoning Application, Novota, dated June 15, 2017](#)  
[July 11, 2017 Planning Board Minutes](#)  
[Communication from Notified Property Owners](#)

14. [17-00429](#) QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - COTTAGES AT EIGHTH
- Recommendation:** That City Council conduct a quasi-judicial hearing on August 10, 2017 to consider approval of the final subdivision plat- Cottages at Eighth.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Subdivision Plat Application, Cottages at Eighth, dated June 9, 2017](#)  
[Final Plat, Cottages at Eighth, dated July 13, 2017](#)  
[Plat Boundary Survey, Cottages at Eighth, dated July 10, 2017](#)  
[July 11, 2017 Planning Board Minutes](#)  
[PROOF OF PUBLICATION NOTICE OF QUASI-JUDICIAL HEARING](#)
15. [17-00430](#) QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - RIVER BIRCH
- Recommendation:** That City Council conduct a quasi-judicial hearing on August 10, 2017 to consider approval of the final subdivision plat- River Birch.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Subdivision Plat Application, River Birch, dated May 18, 2017](#)  
[Final Plat, River Birch, dated July 2017](#)  
[Plat Boundary Survey, River Birch, dated May 18, 2016](#)  
[July 11, 2017 Planning Board Minutes](#)  
[PROOF OF PUBLICATION - NOTICE OF QUASI-JUDICIAL HEARING](#)
16. [35-17](#) PROPOSED ORDINANCE NO. 35-17 - EQUITABLE DISTRIBUTION OF LOCAL OPTION SALES TAX REVENUES (MYERS)
- Recommendation:** That City Council approve proposed Ordinance No. 35-17 on first reading:
- AN ORDINANCE AMENDING SECTION 3-1 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, FINANCE AND TAXATION - GENERAL PROVISIONS; CREATING SECTION 3-1-14 TO PROVIDE EQUITABLE DISTRIBUTION OF LOCAL OPTION SALES TAX REVENUES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE
- Sponsors:** Sherri Myers
- Attachments:** [Proposed Ordinance No. 35-017](#)

17. [17-00449](#) AMENDMENT TO LAND DEVELOPMENT CODE SECTION 12-2-21 (PALAFOX HISTORIC BUSINESS DISTRICT) (SPENCER)
- Recommendation:** That City Council refer to the Planning Board for review and recommendation amendments to the Land Development Code Section 12-2-21 (Palafox Historic Business District)
- Sponsors:** Brian Spencer
- Attachments:** [Sec. 12 2 21. Palafox historic business district. \(amended Spencer\)](#)  
[PHBD Map](#)
18. [17-00400](#) CITY OF PENSACOLA FY 2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN AND HOME INVESTMENT PARTNERSHIPS ACT (HOME) PROGRAMS
- Recommendation:** That City Council approve the FY 2017-2018 CDBG Annual Action Plan for the period October 1, 2017 through September 30, 2018, for submission to U. S. Department of Housing and Urban Development, and the City of Pensacola 2017-2018 CDBG and HOME Programs Proposed Budgets and Activities Summary. Further, the City Council authorize the Mayor to execute all documents relating to the programs' administration.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [City of Pensacola FY 2017-2018 CDBG and HOME Programs Proposed Bu](#)  
[City of Pensacola FY 2017-2018 CDBG Annual Action Plan](#)
19. [17-00424](#) FEDERAL AVIATION ADMINISTRATION GRANT AGREEMENT - DEMOLITION SERVICES AT AIR COMMERCE PARK
- Recommendation:** That City Council approve and authorize the Mayor to execute the acceptance of the Federal Aviation Administration Airport Improvement Program (AIP) Grant 3-12-0063-041-2017 in the amount of \$43,796 for demolition services at Air Commerce Park at the Pensacola International Airport and to take all actions necessary relating to the finalization of the grant. Further, that City Council approve a supplemental budget resolution appropriating the grant funds.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Grant Agreement No. 3-12-0063-041-2017](#)  
[Supplemental Budget Resolution](#)  
[Supplemental Budget Explanation](#)

20. [17-40](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 17-40 - FEDERAL AVIATION ADMINISTRATION GRANT AGREEMENT - DEMOLITION SERVICES AT AIR COMMERCE PARK

**Recommendation:** That City Council approve Supplemental Budget Resolution No. 17-40.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.

**Sponsors:** Ashton J. Hayward, III

**Attachments:** [Supplemental Budget Resolution No. 17-40](#)  
[Supplemental Budget Explanation No. 17-40](#)  
[Grant Agreement No. 3-12-0063-041-2017](#)

21. [34-17](#) PROPOSED ORDINANCE NO. 34-17, AMENDMENT TO SECTION 10-4-19 - SCHEDULE OF GAS RATES AND CHARGES

**Recommendation:** That City Council approve Proposed Ordinance No. 34-17 on first reading.

AN ORDINANCE AMENDING SECTION 10-4-19 OF THE CODE OF THE CITY OF PENSACOLA ENTITLED: "SCHEDULE OF RATES AND CHARGES"; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

**Sponsors:** Ashton J. Hayward, III

**Attachments:** [Proposed Ordinance No. 34-17](#)



22. [17-00438](#) PENSACOLA ENERGY - AWARD OF BID #17-028, NATURAL GAS PIPELINE CONSTRUCTION EAST OF I-110 LOW PRESSURE AREA UPGRADES

**Recommendation:** That City Council award Bid #17-028 Natural Gas Pipeline Construction to R.A.W. Construction, LLC, the lowest and most responsible bidder in the amount of \$2,796,754.25 for six (6) natural gas infrastructure replacement projects, \$320,058.00 for the miscellaneous work option as outlined in the bid specifications plus a 10% contingency of \$311,680.42 for a total amount of \$3,428,484.67 for a period of one year. Further, that Council authorize the Mayor to execute a contract and take all actions necessary to complete the project. Finally, that City Council adopt a supplemental budget resolution appropriating funds for this project.

**Sponsors:** Ashton J. Hayward, III

**Attachments:** [Bid Tabulation - Bid No. 17-028](#)  
[Final Vendor Reference List - Bid No. 17-028](#)  
[Supplemental Budget Resolution](#)  
[Supplemental Budget Explanation](#)

23. [17-45](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 17-45 - PENSACOLA ENERGY - AWARD OF BID #17-028, NATURAL GAS PIPELINE CONSTRUCTION EAST OF I-110 LOW PRESSURE AREA UPGRADES

**Recommendation:** That City Council adopt Supplemental Budget Resolution No. 17-45

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017 PROVIDING FOR AN EFFECTIVE DATE.

**Sponsors:** Ashton J. Hayward, III

**Attachments:** [Supplemental Budget Resolution No. 17-45](#)  
[Supplemental Budget Explanation No. 17-45](#)

24. [17-38](#) RESOLUTION NO. 17-38 - AUTHORIZING A FINANCING IN THE PRINCIPAL AMOUNT OF \$4,082,000 TO FINANCE ELIGIBLE CAPITAL PROJECTS IN THE COMMUNITY REDEVELOPMENT AGENCY'S WESTSIDE TAX INCREMENT FINANCING DISTRICT AND AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND THE COMMUNITY REDEVELOPMENT AGENCY RELATING TO SUCH FINANCING.

**Recommendation:** That City Council adopt Resolution No. 17-38.

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA AUTHORIZING THE ISSUANCE BY THE CITY OF A WESTSIDE REDEVELOPMENT REVENUE BOND, SERIES 2017, IN THE PRINCIPAL AMOUNT OF \$4,082,000 TO FINANCE CERTAIN COMMUNITY REDEVELOPMENT IMPROVEMENTS IN THE WESTSIDE COMMUNITY REDEVELOPMENT AREA AS DESCRIBED HEREIN; PLEDGING THE TAX INCREMENT REVENUES OF THE WESTSIDE COMMUNITY REDEVELOPMENT AREA AND THE CITY'S LOCAL BUSINESS TAX AS SECURITY FOR THE PAYMENT OF SAID SERIES 2017 BOND; PROVIDING FOR THE RIGHTS, SECURITY, AND REMEDIES FOR THE REGISTERED OWNER OF THE SERIES 2017 BOND; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AUTHORIZING THE AWARD OF THE SALE OF THE SERIES 2017 BOND; AUTHORIZING FURTHER OFFICIAL ACTION IN CONNECTION WITH THE DELIVERY OF THE SERIES 2017 BOND; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

**Sponsors:** Ashton J. Hayward, III

**Attachments:** [Resolution No. 17-38](#)  
[April 10, 2017 CRA action item approving TIF district projects and requesti](#)

25. [17-39](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 17-39 -  
APPROPRIATING FUNDING IN CONNECTION WITH THE  
WESTSIDE REDEVELOPMENT REVENUE BOND, SERIES 2017.

*Recommendation:* That City Council adopt Supplemental Budget Resolution No. 17-39.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND  
APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30,  
2017; PROVIDING FOR AN EFFECTIVE DATE.

*Sponsors:* Ashton J. Hayward, III

*Attachments:* [Supplemental Budget Resolution No. 17-39](#)  
[Supplemental Budget Explanation No. 17-39](#)

26. [17-43](#) RESOLUTION NO. 17-43 - AUTHORIZING A FINANCING IN THE PRINCIPAL AMOUNT OF \$1,307,000 TO FINANCE ELIGIBLE CAPITAL PROJECTS IN THE COMMUNITY REDEVELOPMENT AGENCY'S EASTSIDE TAX INCREMENT FINANCING DISTRICT AND AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND THE COMMUNITY REDEVELOPMENT AGENCY RELATING TO SUCH FINANCING.

**Recommendation:** That City Council adopt Resolution No. 17-43.

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA AUTHORIZING THE ISSUANCE BY THE CITY OF AN EASTSIDE REDEVELOPMENT REVENUE BOND, SERIES 2017, IN THE PRINCIPAL AMOUNT OF \$1,307,000 TO FINANCE CERTAIN COMMUNITY REDEVELOPMENT IMPROVEMENTS IN THE EASTSIDE NEIGHBORHOOD REDEVELOPMENT AREA AS DESCRIBED HEREIN; PLEDGING THE TAX INCREMENT REVENUES OF THE EASTSIDE NEIGHBORHOOD REDEVELOPMENT AREA AND THE CITY'S LOCAL BUSINESS TAX AS SECURITY FOR THE PAYMENT OF SAID SERIES 2017 BOND; PROVIDING FOR THE RIGHTS, SECURITY, AND REMEDIES FOR THE REGISTERED OWNER OF THE SERIES 2017 BOND; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AUTHORIZING THE AWARD OF THE SALE OF THE SERIES 2017 BOND; AUTHORIZING FURTHER OFFICIAL ACTION IN CONNECTION WITH THE DELIVERY OF THE SERIES 2017 BOND; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

**Sponsors:** Ashton J. Hayward, III

**Attachments:** [Resolution No. 17-43](#)  
[April 10, 2017 CRA action item approving TIF district projects and requesti](#)

27. [17-44](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 17-44 - APPROPRIATING FUNDING IN CONNECTION WITH THE EASTSIDE REDEVELOPMENT REVENUE BOND, SERIES 2017 AND THE PENSACOLA INNER CITY COMMUNITY REDEVELOPMENT AREA HOUSING INITIATIVES FUND.

**Recommendation:** That City Council adopt Supplemental Budget Resolution No. 17-44.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.

**Sponsors:** Ashton J. Hayward, III

**Attachments:** [Supplemental Budget Resolution No. 17-44](#)  
[Supplemental Budget Explanation No. 17-44](#)

28. [17-34](#) RESOLUTION NO. 17-34 - AUTHORIZING THE AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND THE COMMUNITY REDEVELOPMENT AGENCY.

**Recommendation:** That City Council adopt Resolution No. 17-34.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, AUTHORIZING AN AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA, TO PROVIDE FOR THE FINANCING OF COMMUNITY REDEVELOPMENT PROJECTS WITHIN THE EASTSIDE REDEVELOPMENT AREA WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, THE CONSTRUCTION AND RETROFITTING OF THE GENERAL DANIEL "CHAPPIE" JAMES, JR. MUSEUM & YOUTH FLIGHT ACADEMY; APPROVING THE FORM OF THE AMENDED AND RESTATED INTERLOCAL AGREEMENT; RATIFYING AND CONFIRMING ALL PRIOR ACTIONS OF THE CITY COUNCIL ASSOCIATED THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

**Sponsors:** Ashton J. Hayward, III

**Attachments:** [Resolution No. 17-34](#)

29. [17-26](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 17-26 -  
APPROPRIATING FUNDING FOR THE FISCAL YEAR 2017 AND  
FISCAL YEAR 2018 INTEREST PAYMENT ON THE LOAN FROM  
THE CITY'S INSURANCE RETENTION FUND TO THE COMMUNITY  
REDEVELOPMENT AGENCY'S EASTSIDE TAX INCREMENT  
FINANCING DISTRICT

**Recommendation:** That City Council adopt Supplemental Budget Resolution No. 17-26.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND  
APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30,  
2017; PROVIDING FOR AN EFFECTIVE DATE.

**Sponsors:** Ashton J. Hayward, III

**Attachments:** [Supplemental Budget Resolution No. 17-26](#)  
[Supplemental Budget Explanation No. 17-26](#)

30. [29-17](#) PROPOSED ORDINANCE NO. 29-17 - VACATION OF  
RIGHT-OF-WAY 700 BLOCK OF COMMENDENCIA STREET -  
FERRY LANDING

**Recommendation:** That City Council adopt Proposed Ordinance No. 29-17 on second reading.

AN ORDINANCE CLOSING, ABANDONING AND VACATING A  
PORTION OF THE COMMENDENCIA STREET RIGHT OF WAY; IN  
PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; REPEALING  
CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**Sponsors:** Ashton J. Hayward, III

**Attachments:** [Proposed Ordinance No. 29-17](#)  
[Ferry Landing Site Plan, dated April 7, 2017](#)  
[Map of Area to be Vacated - 700 Block of Commendencia Street](#)  
[June 13, 2017 Planning Board Minutes](#)  
[PROOF OF PUBLICATION - NOTICE OF PROPOSED ORDINANCES](#)

31. [31-17](#) PROPOSED ORDINANCE NO. 31-17-- AMENDMENT TO SECTION 12-12-8 OF THE LAND DEVELOPMENT CODE-REGULATION OF PATRONS' DOGS AT PERMITTED FOOD SERVICE ESTABLISHMENTS (MYERS)

**Recommendation:** That City Council adopt Proposed Ordinance No. 31-17 as amended on second reading.

AN ORDINANCE AMENDING SECTION 12-12-8 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, REGULATION OF PATRONS' DOGS AT PERMITTED FOOD SERVICE ESTABLISHMENTS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

**Sponsors:** Sherri Myers

**Attachments:** [Proposed Ordinance No. 31-17](#)  
[June 13, 2017 Planning Board Minutes](#)  
[PROOF OF PUBLICATION - NOTICE OF PROPOSED ORDINANCES](#)

## DISCUSSION

## COUNCIL EXECUTIVE'S REPORT

## MAYOR'S COMMUNICATION

## COUNCIL COMMUNICATIONS

## CIVIC ANNOUNCEMENTS

## SECOND LEROY BOYD FORUM

## ADJOURNMENT

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

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 17-00446

City Council

8/10/2017

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### **PRESENTATION ITEM**

**FROM:** City Council President Brian Spencer

**SUBJECT:**

SURVEY OF PROPERTIES WITHIN THE GOVERNMENTAL CENTER DISTRICT (SPENCER)

**REQUEST:**

Presentation by Ross Pristera, Historic Preservationist with the UWF Historic Trust

**SUMMARY:**

Recently a survey of properties located within the Governmental Center District was conducted by the UWF Historic Trust. This presentation will provide the results of the survey.

The sponsor would like this presentation to be held at the City Council meeting on Thursday 8/10/17.

**PRIOR ACTION:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

1) None

**PRESENTATION:** Yes





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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File #: 17-00462

City Council

8/10/2017

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### **SUBJECT:**

APPROVAL OF MINUTES: SPECIAL MEETING DATED 7/10/17 AND REGULAR MEETING DATED 7/13/17



# City of Pensacola

## CITY COUNCIL

### Special Meeting Minutes

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July 10, 2017

3:34 P.M.

Hagler-Mason Conference Room

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#### ROLL CALL

Council Members Present: Council President Brian Spencer (left 2:45), Council Vice President Gerald Wingate (arrived 1:55), Sherri Myers, Andy Terhaar, P.C. Wu

Council Members Absent: Larry B. Johnson, Jewel Cannada-Wynn

#### ACTION ITEM

**Council President Spencer called this special meeting to order for the following purpose:**

1. [17-00407 QUASI-JUDICIAL HEARING: REVIEW OF ARCHITECTURAL REVIEW BOARD \(ARB\) DECISION - 101 E. MAIN STREET, PALAFOX HISTORIC BUSINESS DISTRICT, C-2A, SIGNAGE](#)

**Recommendation:** That City Council conduct a Quasi-Judicial hearing to review the Architectural Review Board's decision of April 20, 2017 regarding 101 E. Main Street, Palafox Historic Business District, C-2A, Signage.

First, Council President Spencer explained by reading into the record a summary of how a quasi-judicial process differs from Council's legislative process. He then called on **City staff to present evidence on behalf of the City**. City Administrator Olson indicated Planning Services Administrator Morris is in attendance.

Planning Services Administrator Morris was called and she summarized the event of the April 20, 2017 Architectural Review Board's discussion and decision during a regular meeting with regard to the approval of the proposed signage at 101 East Main Street (Holiday Inn Express). She said the application submitted was originally for abbreviated review, but was forwarded to the ARB for full review.

City Attorney Bowling clarified this issue is strictly an appeal by the applicant and no opposing parties have come forward. She also responded accordingly to questions from Council President Spencer regarding the (quasi-judicial) process.

**CONT'D: QUASI-JUDICIAL HEARING: REVIEW OF ARCHITECTURAL REVIEW BOARD (ARB) DECISION – 101 EAST MAIN STREET (HOLIDAY INN EXPRESS)**

Before moving further with witness testimony, **swearing-in of all witnesses** whom are to give or may give testimony (including Planning Services Administrator whom was currently called) was administered by City Attorney Bowling.

Planning Services Administrator Morris continued with testimony as Council Members were provided an opportunity to ask questions which she responded accordingly, referencing minutes and video from the April 20, 2017 ARB meeting. City Attorney Bowling provided further clarification regarding Council's decision making process as it relates to hearing this appeal in a quasi-judicial setting.

**Mr. Kramer Litvak, attorney representing the applicant, inquired of ex parte communications Council Members may have received.**

*No Council Members indicated they had any communications outside of this hearing.*

**Following, Mr. Litvak was called to provide documentary evidence and/or testimony.**

Mr. Kramer Litvak, indicated he is the attorney for the applicant, Steve Salter of Ellis Crane Works **appealing the decision by the Architectural Review Board to deny the application for internally illuminated signage for the hotel development at 101 East Main Street.** Mr. Litvak addressed Council as outlined in his memorandum of law dated July 10, 2017 which he entered into the record. He also pointed out he has provided for a court reporter to be present for today's proceedings. He also referenced overhead slides which he provided throughout his presentation of evidence and provided for the record. He argued that Section 12-2-21(F)(4)(a) provides a list of prohibited signage for the Palafox Historic Business District in which the hotel is being developed, but it does not list internally illuminated signs as prohibited while other surrounding districts do specifically prohibit.

**Mr. Litvak then called on witness testimony from Mr. Steve Salter of Ellis Crane Works who made the application to the ARB for internally illuminated signage. Mr. Salter then testified under oath responding to questions of Mr. Litvak.**

Council Members then were provided an opportunity to ask questions of Mr. Salter which he responded accordingly. Planning Services Administrator Morris also responded to questions of Council Members and further clarification regarding the appeal was provided by City Attorney Bowling.

Following, Mr. Litvak was provided an opportunity to ask questions of Planning Services Administrator Morris which she responded accordingly. Mr. Litvak requested the application materials presented to the ARB be entered into the record.

**CONT'D: QUASI-JUDICIAL HEARING: REVIEW OF ARCHITECTURAL REVIEW BOARD (ARB) DECISION – 101 EAST MAIN STREET (HOLIDAY INN EXPRESS)**

Council then began its deliberations with discussion ensuing.

Council President Spencer made comments specifically for the record indicating he is extremely disappointed with the choice of signage by the developer which he believes is unfortunate since the whole development otherwise fits in with the district. He further indicated he hopes Mr. Salter will take his comments back to the developer and hopes they will reconsider the signage.

Discussion continued among Council.

**A motion was made by Council Member Myers and seconded by Council Member Terhaar that City Council overturn the Architectural Review Board decision as was rendered on April 20, 2017 regarding 101 East Main Street, Palafox Historic Business District, C-2A Signage (internally illuminated) and approve the application as submitted without conditions.**

**The motion carried by the following vote (with Council President Spencer no longer in attendance):**

Yes: 4	Gerald Wingate, Sherri Myers, Andy Terhaar, P.C. Wu
No: 0	None

**ADJOURNMENT**

There being no further business on the agenda the special meeting was adjourned at 2:48 P.M..



# City of Pensacola

## *CITY COUNCIL*

### Regular Meeting Minutes

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July 13, 2017

5:30 P.M.

Council Chambers

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Council Vice President Wingate called the meeting to order.

#### **ROLL CALL**

Council Members Present: Council Vice President Gerald Wingate, Jewel Cannada-Wynn, Larry B. Johnson, Sherri Myers, Andy Terhaar, P.C. Wu (arrived 5:38)

Council Members Absent: Council President Brian Spencer

#### **INVOCATION**

Given by Council Member Cannada-Wynn.

#### **PLEDGE OF ALLEGIANCE**

Lead by Council Member Johnson.

#### **FIRST LEROY BOYD FORUM**

**Laurie Murphy:** Executive Director of Emerald Coast Keepers addressed Council regarding the upcoming Carpenter's Creek clean-up scheduled for this Saturday, 7/15. She spoke of the positive experiences she has had working with City departments and Council Members with organized clean-ups as the three miles of the Creek within City limits will be completed.

**Chase Baker:** Addressed Council on his viewpoint of the lawsuit regarding the Bayview Cross.

That concluded the first segment of LeRoy Boyd Forum.

**PRESENTATION**

1. [17-00402](#) PRESENTATION FROM BAY AREA RESOURCE COUNCIL (BARC) AND WEST FLORIDA REGIONAL PLANNING COUNCIL (WFRPC) - EPA RESTORE ESTUARY PROGRAM PROPOSAL

**Recommendation:** The BARC TAC and WFRPC would like to present the draft EPA RESTORE Estuary Program proposal for Council review and consideration.

Jennifer Laurent, Planning Manager for Community & Economic Development at WFRPC addressed Council providing a summary of the draft EPA RESTORE Estuary Program proposal. She indicated Escambia County will be the sponsor/applicant of the proposal.

Some follow-up discussion took place with Council Members asking questions which Ms. Laurent responded accordingly. She indicated the purpose of her addressing Council is to provide information and there is not a request for any action from the Council at this point.

**AWARDS**

Government Finance Officers' Association of the United States and Canada (GFOA) *Distinguished Budget Preparation Award – Fiscal Year 2017* was presented to Chief Financial Officer Richard Barker, Jr. and Budget Manager Yvette McLellan.

**APPROVAL OF MINUTES**

2. [17-00428](#) APPROVAL OF REGULAR MEETING MINUTES DATED JUNE 8, 2017

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

**The motion carried by the following vote:**

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

## APPROVAL OF AGENDA

City Administrator Olson **pulled Item 6, *Re-Appointment to the Downtown Improvement Board (DIB)* indicating it will be withdrawn at this time.**

Council Member Cannada-Wynn **pulled three (3) items from the agenda as follows: Item 23, *LOST IV Funding – Legion Field*; Item 24, *LOST IV Funding – Fricker Center*; and Item 25, *LOST IV Funding – Land Acquisition, Economic Development/ Housing Initiative / Homeownership*.** She indicated she will be working with City Administration in order to address her LOST IV funding priorities. She encouraged other Council Members to also work with staff. Council Member Myers made comments with follow-up remarks from City Administrator Olson.

Council Vice President Wingate indicated he will entertain a motion to approve the agenda as revised.

**A motion to approve the (revised) agenda was made by Council Member Terhaar and seconded by Council Member Johnson.**

### **The motion carried by the following vote:**

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

## CONSENT AGENDA

3. [17-00269](#) AWARD OF CONTRACT - BID #17-026 BAYOU CHICO SOUTH STORMWATER OUTFALL TREATMENT ENHANCEMENT PROJECT

**Recommendation:** That City Council award a contract for construction of the Bayou Chico South Stormwater Outfall Treatment Enhancement Project to BKW, Inc., of Pensacola, Florida, the lowest and most responsible bidder with a base bid of \$287,890.85, plus 10% contingency of \$28,789.09 for a total amount of \$316,679.94.

4. [17-00374](#) INTERLOCAL AGREEMENT FOR USE OF THE PENSACOLA FIRE DEPARTMENT TRAINING FACILITY BETWEEN ESCAMBIA COUNTY AND THE CITY OF PENSACOLA

**Recommendation:** That City Council approve and authorize the Mayor to take all actions necessary to execute an Interlocal Agreement between the City of Pensacola and Escambia County for use of the Pensacola Fire Department training facility. Further, that City Council authorize the receipt of a donated Conex container from Escambia County.

**CONSENT AGENDA (CONT'D.)**

5. [17-00388](#) PENSACOLA AVIATION CENTER CONSENT TO SUBLEASE TO SPEED AVIATION, INC.

**Recommendation:** That City Council authorize the Mayor to execute written consent allowing Pensacola Aviation Center to sublease portions of their Leased Premises to Speed Aviation, Inc. Further that City Council authorize the Mayor to take all necessary actions to execute the written consent.

**\*\*\*THE FOLLOWING ITEM WAS PULLED BY THE SPONSOR\*\*\***

6. [17-00387](#) RE-APPOINTMENT TO THE DOWNTOWN IMPROVEMENT BOARD (DIB)

**Recommendation:** That the City Council affirm the Mayor's reappointment of Jim Homyak and Teri Levin to the Downtown Improvement Board (DIB) for a term of three years expiring June 30, 2020.

7. [17-00403](#) APPOINTMENT - GENERAL PENSION BOARD

**Recommendation:** That City Council reappoint Debra Little to the General Pension Board for a term of 6 (six) years, expiring June 30, 2023.

8. [17-00404](#) APPOINTMENT - PENSACOLA-ESCAMBIA DEVELOPMENT COMMISSION (PEDC)

**Recommendation:** That City Council reappoint Cloristi Mitchell as an at-large member to the PEDC for a term of two (2) years, expiring June 30, 2019.

9. [17-00405](#) APPOINTMENTS - ZONING BOARD OF ADJUSTMENT

**Recommendation:** That City Council reappoint Chris Lonergan, Clayton Taylor, and Boyce White who are residents or property owners of the City to the Zoning Board of Adjustments for a term of three (3) years, expiring July 14, 2020 and appoint Troy Stepherson to fill the unexpired term of Jared Moore, ending July 14, 2018.

**A motion was made by Larry Johnson, seconded by Jewel Cannada-Wynn.**

10. [17-00406](#) APPOINTMENTS - PLANNING BOARD

**Recommendation:** That City Council reappoint Nina Campbell, Danny Grundhoefer, Kurt Larson, Nathan Monk, Jared Moore, Kyle Owens, and Paul Ritz who are residents of the City of Pensacola, one of whom is a licensed architect (Grundhoefer), to the Planning Board for a term of two years, expiring July 14, 2019.



**CONSENT AGENDA (CONT'D.)**11. [17-00415](#) APPOINTMENT - EASTSIDE REDEVELOPMENT BOARD

**Recommendation:** That City Council appoint Council Member Gerald Wingate to the Eastside Redevelopment Board for a term of three years expiring November 30, 2019.

12. [17-00416](#) APPOINTMENTS - WESTSIDE COMMUNITY REDEVELOPMENT BOARD

**Recommendation:** That City Council appoint Doug Baldwin Sr. and Amy Richardson who are either redevelopment area residents, members of area neighborhood associations or owners or operators of a business located in the redevelopment area, to fill two (2) unexpired terms on the Westside Community Redevelopment Board, ending January 31, 2018.

13. [17-00417](#) APPOINTMENT - ESCAMBIA COUNTY MASS TRANSIT ADVISORY COMMITTEE

**Recommendation:** That City Council appoint Yolanda Anderson to the Escambia County Mass Transit Advisory Committee as its representative for a term of four (4) years expiring May 1, 2021, subject to confirmation by a majority vote of the Board of County Commissioners

14. [17-00418](#) APPOINTMENTS - ENVIRONMENTAL ADVISORY BOARD

**Recommendation:** That City Council appoint Calvin Avant and David Fries who are employed or retired environmental professionals, or members of local environmental organizations or businesses with an interest in City environmental issues to serve on the Environmental Advisory Board for a term of two (2) years, expiring March 1, 2018.

**A motion to approve consent agenda Items 1 – 5; and 7 – 14 was made by Council Member Johnson and seconded by Council Member Cannada-Wynn.**

**The motion carried by the following vote:**

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

**REGULAR AGENDA**

15. [17-00391](#) PUBLIC HEARING - AMENDMENT TO SECTION 12-12-8 OF THE LAND DEVELOPMENT CODE - REGULATION OF PATRONS' DOGS AT PERMITTED FOOD SERVICE ESTABLISHMENTS

**Recommendation:** That City Council hold a Public Hearing regarding **an amendment to the land development code Section 12-12-8 - Regulation of Patrons' Dogs at Permitted Food Service Establishments.**

Council Member Myers (sponsor) introduced this item.

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

Discussion took place among Council.

Based on discussion, **Council Member Myers indicated she would like to offer a friendly amendment to the ordinance language allowing for “patrons” to also be liable for enforcement action.**

*No objections.*

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

**The motion carried by the following vote:**

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

16. [31-17](#) PROPOSED ORDINANCE NO. 31-17-- AMENDMENT TO SECTION 12-12-8 OF THE LAND DEVELOPMENT CODE-REGULATION OF PATRONS' DOGS AT PERMITTED FOOD SERVICE ESTABLISHMENTS

**Recommendation:** That City Council approve Proposed Ordinance No. 31-17 on first reading:

AN ORDINANCE AMENDING SECTION 12-12-8 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, REGULATION OF PATRONS' DOGS AT PERMITTED FOOD SERVICE ESTABLISHMENTS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

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

**REGULAR AGENDA (CONT'D.)**

**The motion (to approve passage on first reading for P.O. #31-17) carried by the following vote:**

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

17. [17-00375](#) PUBLIC HEARING - REQUEST TO VACATE RIGHT-OF-WAY - 700 BLOCK OF COMMENDENCIA STREET - FERRY LANDING

**Recommendation:** That City Council conduct a public hearing on July 13, 2017 to consider the request to vacate a portion of the Commendencia Street right of way.

Planning Services Administrator Morris provided an overview and explained the request as outlined in the background materials dated July 13, 2017, and overhead graphics of the subject property.

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

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

**The motion carried by the following vote:**

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

18. [29-17](#) PROPOSED ORDINANCE NO. 29-17 - VACATION OF RIGHT-OF-WAY 700 BLOCK OF COMMENDENCIA STREET - FERRY LANDING

**Recommendation:** That City Council approve Proposed Ordinance No. 29-17 on first reading.

[AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF THE COMMENDENCIA STREET RIGHT OF WAY; IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.](#)

**A motion to approve passage on first reading was made by Council Member Johnson and seconded by Council Member Cannada-Wynn.**

**REGULAR AGENDA (CONT'D.)**

**The motion (to approve passage on first reading for P.O. #29-17) carried by the following vote:**

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

19. 17-00376 QUASI-JUDICIAL HEARING - WATERFRONT REDEVELOPMENT DISTRICT (WRD) SITE PLAN APPROVAL - FERRY LANDING.

**Recommendation:** That City Council conduct a quasi-judicial hearing on July 13, 2017 to consider approval of the site plan for the Ferry Landing Project.

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

Planning Services Administrator Morris presented evidence into the record on behalf of the City describing the issue and referencing all background materials provided in the agenda package, as well as overhead slides of the subject site plan.

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

There being no discussion, the vote was called.

**The motion carried by the following vote:**

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

**REGULAR AGENDA (CONT'D.)**

20. 25-17 PROPOSED ORDINANCE NO. 25-17 - AMENDING SECTION 3-3-2 - REGULATING CONTRACTING AND PURCHASE OF COMMODITIES AND SERVICES

**Recommendation:** That City Council approve Proposed Ordinance No. 25-17 - amending Section 3-3-2 of the Code - regulating contracting and purchase of commodities and services adding language to cover purchase of legal services, on first reading.

AN ORDINANCE AMENDING SECTION 3-3-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; CONTRACTS FOR PUBLIC WORK AND PURCHASES OF OTHER COMMODITIES AND SERVICES; LOWEST AND BEST RESPONSIBLE BIDDER; REJECTION OF BIDS; APPROVAL OF COUNCIL AND MAYOR; EMERGENCY PURCHASES; REGULATING CONTRACTING AND PURCHASE OF LEGAL SERVICES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

**A motion to approve passage on first reading was made by Council Member Myers.**

*Motion dies due to lack of a second.*

21. 17-00401 AMENDMENT TO LAND DEVELOPMENT CODE SECTION 12-6-10(C); TREE PLANTING TRUST FUND -- ENFORCEMENT

**Recommendation:** That City Council refer to the Planning Board for review and recommendation a proposed amendment to Section 12-6-10(C) of the Land Development Code.

**A motion to approve was made by Council Member Myers.**

*Motion dies due to lack of a second.*

**\*\*\*THE FOLLOWING ITEM WAS WITHDRAWN BY THE SPONSOR UPON PRESENTATION\*\*\***

22. 17-00408 LOST IV FUNDING FOR BURGESS ROAD

**Recommendation:** That City Council approve \$1.6 Million in unallocated LOST IV Funds from the 2017 budget for installation of sidewalks and drainage on Burgess Road from Sewell St. to Sanders St.

**REGULAR AGENDA (CONT'D.)**

**\*\*\*THE FOLLOWING ITEMS WERE WITHDRAWN BY THE SPONSOR \*\*\***

23. 17-00409 LOST IV FUNDING - LEGION FIELD

**Recommendation:** That City Council include \$1.5 million within the LOST IV funding plan and move the proposed appropriations for Legion Field from 2027 to an earlier date for the renovation of Legion Field.

24. 17-00410 LOST IV FUNDING - FRICKER CENTER

**Recommendation:** That City Council include \$800,000 in the LOST IV funding plan for upgrades and improvements to the Fricker Center.

25. 17-00411 LOST IV FUNDING - LAND ACQUISITION, ECONOMIC DEVELOPMENT / HOUSING INITIATIVE / HOMEOWNERSHIP

**Recommendation:** That City Council include \$1 million in the LOST IV funding plan for the purpose of supporting housing initiatives and home ownership programs.

26. 17-00412 LOST IV FUNDING - COMMUNITY REDEVELOPMENT AGENCY (CRA)

**Recommendation:** That City Council include \$6 million within the LOST IV funding plan to be spread out over the 10 years of the plan.

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

Discussion took place among Council. City Administrator Olson was also provided an opportunity for input.

Upon conclusion of discussion, the vote was called.

**The motion failed by the following vote:**

Yes: 2            Gerald Wingate, Andy Terhaar

No: 4            Jewel Cannada-Wynn, Larry Johnson, P.C. Wu, Sherri Myers

**REGULAR AGENDA (CONT'D.)****27. [17-00413](#) ESTABLISHMENT OF A YEARLY FUNDING SOURCE FOR HOMELESSNESS INITIATIVES**

**Recommendation:** That City Council establish a yearly funding source for homelessness initiatives and determine a yearly dollar amount to be funded.

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

Discussion took place among Council.

Public input was heard from Nathan Monk.

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

**The motion failed by the following vote:**

Yes: 3            Gerald Wingate, Andy Terhaar, Sherri Myers  
No: 3            Jewel Cannada-Wynn, Larry Johnson, P.C. Wu

**28. [17-00365](#) TENTATIVE MILLAGE RATE - FISCAL YEAR 2018**

**Recommendation:** That City Council set the tentative fiscal year 2018 millage rate for the City of Pensacola at 4.2895 mils and for the Downtown Improvement District at 2.0000 mils and authorize the Mayor to set final levies in compliance with the new property tax reform regulations. Further that the Mayor may administratively adjust the final adopted millage rate upon receipt of the final valuation if the City's final current year gross taxable value is reduced by more than 1%. Finally, that the first public hearing on fiscal year 2018 millage rates be held on September 13, 2017 at 5:30 p.m. in Council Chambers.

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

Council Member Myers made comments indicating she is not inclined to support the proposed millage rate, as she feels it should be increased. She asked questions with Chief Financial Officer Barker responding accordingly.

Upon conclusion of discussion and there being no public input, the vote was called.

**The motion carried by the following vote:**

Yes: 5            Gerald Wingate, Andy Terhaar, Jewel Cannada-Wynn, Larry Johnson, P.C. Wu  
No: 1            Sherri Myers

**REGULAR AGENDA (CONT'D.)**29. [17-00414 COMPLETE STREETS COMMITTEE](#)

**Recommendation:** That City Council reappoint a Complete Streets Committee, to review the work and recommendations of the prior committee(s), focusing on the use of appropriate traffic calming measures, as well as including street lighting as a guide to ensure the needs of bicyclists, pedestrians, transit users, and disabled people are integrated into the design, operation and maintenance of streets to promote safe and convenient access and travel for all users including pedestrians, bicyclists, motorists, transit riders and people of all abilities. Based on this approach, to then make recommendations to City Council. Further that the Committee membership be established by each Council Member appointing an individual to serve on the Committee.

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

Council Member Cannada-Wynn asked questions with Council Member Myers (sponsor) responding accordingly.

Based on discussion, **Council Member Myers indicated she would like to offer a friendly amendment that the Committee bring its recommendations to Council within six (6) months of the first meeting.**

*No objections.*

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

**The motion carried by the following vote:**

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



**REGULAR AGENDA (CONT'D.)**

30. [16-17 PROPOSED ORDINANCE NO. 16-17 - AMENDING SECTION 11-4-66 OF THE CITY CODE; OBSTRUCTIONS OF PUBLIC RIGHTS-OF-WAY - PROHIBITED](#)

**Recommendation:** That City Council approve Proposed Ordinance No. 16-17, Amending Section 11-4-66 of the City Code; Obstructions of Public Rights-Of-Way - Prohibited - on first reading.

AN ORDINANCE AMENDING SECTION 11-4-66 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, OBSTRUCTIONS OF PUBLIC RIGHTS-OF-WAY -- PROHIBITED; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

*There was no motion or second to approve passage on first reading.*

31. [17-29 RESOLUTION NO. 17-29 - SUPPORT FOR WEST CERVANTES CORRIDOR MANAGEMENT PLAN RECOMMENDATIONS](#)

**Recommendation:** That City Council adopt Resolution No. 17-29.

A RESOLUTION OF THE CITY OF PENSACOLA SUPPORTING THE SHORT-TERM AND LONG-TERM RECOMMENDATIONS WITHIN FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION'S WEST CERVANTES CORRIDOR MANAGEMENT PLAN AND THE PROGRESSION OF A PD&E STUDY BY FDOT FOR ROADWAY DESIGN IMPROVEMENTS TO ENHANCE THE COMMUNITY WITH AN ATTRACTIVE STREETScape, MULTI-MODAL TRANSPORTATION AND SAFE PEDESTRIAN ACCESS AND COORDINATING THE IMPLEMENTATION OF SAID PLAN WITH ESCAMBIA COUNTY.

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

Council Member Cannada-Wynn asked for clarification regarding the intent of the resolution with City Administrator Olson responding accordingly.

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

**The motion carried by the following vote:**

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

**REGULAR AGENDA (CONT'D.)**32. [17-00384](#) AWARD OF CONTRACT - FY 2017 STREET REHABILITATION GROUP 1

**Recommendation:** That City Council award a contract for Fiscal Year 2017 Street Rehabilitation Project -Group 1 to Roads Inc. the lowest and most responsible bidder with a base bid amount of \$1,770,000.00 plus a 5% contingency of \$88,500.00 plus \$6,000.00 for miscellaneous construction items for a total amount of \$1,864,500.00.

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

Council Member Cannada-Wynn asked about the funding source with City Administrator Olson responding accordingly.

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

**The motion carried by the following vote:**

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

33. [17-30](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 17-30 - FY 2017 STREET REHABILITATION - GROUP 1

**Recommendation:** That the City Council adopt Supplemental Budget Resolution No. 17-30.

**A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017: PROVIDING FOR AN EFFECTIVE DATE.**

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

**The motion carried by the following vote:**

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

**REGULAR AGENDA (CONT'D.)****34. [17-00383](#) AWARD OF CONTRACT - FY 2017 STREET REHABILITATION GROUP 2**

**Recommendation:** That City Council award a contract for Fiscal Year 2017 Street Rehabilitation Project -Group 2 to MidSouth Paving Inc. the lowest and most responsible bidder with a base bid amount of \$1,979,140.65 plus a 5% contingency of \$98,957.03 plus \$6,000.00 for miscellaneous construction items for a total amount of \$2,084,097.68.

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

Brief discussion took place with Public Works & Facilities Director Owens responding accordingly to questions regarding the timeline.

Upon conclusion of discussion and there being no public input, the vote was called.

**The motion carried by the following vote:**

Yes: 5            Gerald Wingate, Andy Terhaar, Jewel Cannada-Wynn, Larry Johnson, P.C.  
                         Wu  
No: 1             Sherri Myers

**35. [17-31](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 17-31 - FY 2017 STREET REHABILITATION GROUP 2**

**Recommendation:** That City Council adopt Supplemental Budget Resolution No. 17-31.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.

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

**The motion carried by the following vote:**

Yes: 5            Gerald Wingate, Andy Terhaar, Jewel Cannada-Wynn, Larry Johnson, P.C.  
                         Wu  
No: 1             Sherri Myers

**REGULAR AGENDA (CONT'D.)****36. [17-00382](#) AWARD OF CONTRACT - FY 2017 STREET REHABILITATION GROUP 3**

**Recommendation:** That City Council award a contract for Fiscal Year 2017 Street Rehabilitation Project -Group 3 to MidSouth Paving Inc. the lowest and most responsible bidder with a base bid amount of \$1,688,661.81 plus a 5% contingency of \$84,433.09 plus \$6,000.00 for miscellaneous construction items for a total amount of \$1,779,094.90.

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

Public Works & Facilities Director Owens responded accordingly to questions from Council Member Myers regarding the amount of work left to be awarded under the bond funding.

Upon conclusion of discussion and there being no public input, the vote was called.

**The motion carried by the following vote:**

Yes: 5	Gerald Wingate, Andy Terhaar, Jewel Cannada-Wynn, Larry Johnson, P.C. Wu
No: 1	Sherri Myers

**37. [17-32](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 17-32 - FY 2017 STREET REHABILITATION GROUP 3**

**Recommendation:** That City Council adopt Supplemental Budget Resolution No. 17-32.

**A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.**

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

**The motion carried by the following vote:**

Yes: 5	Gerald Wingate, Andy Terhaar, Jewel Cannada-Wynn, Larry Johnson, P.C. Wu
No: 1	Sherri Myers

**REGULAR AGENDA (CONT'D.)****38. [10-17 PROPOSED ORDINANCE NO. 10-17 - ANNEXATION OF PROPERTY - CAMPUS HEIGHTS](#)**

**Recommendation:** That City Council adopt Proposed Ordinance No. 10-17 as amended on second reading.

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA, AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE. (Ordinance No. 15-17)

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

Council Member Wu asked questions about a particular parcel with City Administrator Olson responding accordingly.

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

**The motion carried by the following vote:**

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

**39. [18-17 PROPOSED ORDINANCE NO. 18-17 - VACATION RIGHT-OF-WAY - 500 BAY BOULEVARD](#)**

**Recommendation:** That City Council adopt Proposed Ordinance No. 18-17 on second reading.

AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF THE BAY BOULEVARD RIGHT OF WAY; IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE. (Ordinance No. 16-17)

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

**The motion carried by the following vote:**

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

**REGULAR AGENDA (CONT'D.)**

40. [19-17 PROPOSED ORDINANCE NO. 19-17 - REQUEST FOR ZONING MAP AMENDMENT - 1103 NORTH 15TH AVENUE AND THE 1400 BLOCK OF EAST GONZALEZ STREET](#)

**Recommendation:** That City Council adopt Proposed Ordinance No. 19-17 on second reading.

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; REPEALING CLAUSE AND EFFECTIVE DATE. (Ordinance No. 17-17)

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

**The motion carried by the following vote:**

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

41. [20-17 PROPOSED ORDINANCE NO. 20-17 - REQUEST FOR ZONING MAP AMENDMENT - 2311 AND 2305 NORTH 12TH AVENUE.](#)

**Recommendation:** That City Council adopt Proposed Ordinance No. 20-17 on second reading.

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; REPEALING CLAUSE AND EFFECTIVE DATE. (Ordinance No. 18-17)

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

**The motion carried by the following vote:**

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

**REGULAR AGENDA (CONT'D.)**

42. [21-17](#) PROPOSED ORDINANCE NO. 21-17 - REQUEST FOR HISTORIC PRESERVATION AD VALOREM PROPERTY TAX EXEMPTION - IMPROVEMENTS TO 105 WEST JACKSON STREET

**Recommendation:** That City Council adopt Proposed Ordinance No. 21-17 on second reading as amended.

AN ORDINANCE GRANTING AN HISTORIC PRESERVATION AD VALOREM PROPERTY TAXATION EXEMPTION FOR 100% OF THE VALUE OF REAL PROPERTY IMPROVEMENTS UP TO \$644,926 PER YEAR FOR A TEN YEAR PERIOD FROM JANUARY 1, 2017 THROUGH DECEMBER 31, 2026 FOR THE STRUCTURE LOCATED AT 105 WEST JACKSON STREET, PARCEL NUMBER 000S009010110019, ACCOUNT NUMBER 131127000; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE. (Ordinance No. 19-17)

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

**The motion carried by the following vote:**

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

43. [22-17](#) PROPOSED ORDINANCE NO. 22-17 AMENDING ORDINANCE NO. 15-05, THE URBAN INFILL AND REDEVELOPMENT AREA PLAN, TO PROVIDE THAT ALL COMMUNITY REDEVELOPMENT ACTIVITIES FINANCED BY TAX INCREMENT REVENUES IN THE URBAN INFILL AND REDEVELOPMENT AREA SHALL BE COMPLETED BY SEPTEMBER 30, 2045; AND PROVIDING AN EFFECTIVE DATE.

**Recommendation:** That City Council adopt Proposed Ordinance No. 22-17 on second reading.

AN ORDINANCE AMENDING ORDINANCE NO. 15-05, THE URBAN INFILL AND REDEVELOPMENT AREA PLAN, TO PROVIDE THAT ALL COMMUNITY REDEVELOPMENT ACTIVITIES FINANCED BY TAX INCREMENT REVENUES IN THE URBAN INFILL AND REDEVELOPMENT AREA SHALL BE COMPLETED BY SEPTEMBER 30, 2045; AND PROVIDING AN EFFECTIVE DATE. (Ordinance No. 20-17)

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

**REGULAR AGENDA (CONT'D.)****The motion (to adopt P.O. #22-17) carried by the following vote:**

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

44. [23-17 PROPOSED ORDINANCE NO. 23-17 AMENDING ORDINANCE NO. 16-05 TO PROVIDE FOR EXTENSION OF THE EASTSIDE NEIGHBORHOOD REDEVELOPMENT TRUST FUND ESTABLISHED UNDER THE AUTHORITY OF CHAPTER 163, PART III; FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.](#)

**Recommendation:** That City Council adopt Proposed Ordinance No. 23-17 on second reading.

AN ORDINANCE AMENDING ORDINANCE NO. 16-05 TO PROVIDE FOR EXTENSION OF THE EASTSIDE NEIGHBORHOOD REDEVELOPMENT TRUST FUND ESTABLISHED UNDER THE AUTHORITY OF CHAPTER 163, PART III; FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE. (Ordinance No. 21-17)

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

**The motion carried by the following vote:**

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

45. [24-17 PROPOSED ORDINANCE NO. 24-17 - REPEALING SECTION 8-1-28 - REGULATION OF CONDUCT IN THE DOWNTOWN VISITORS' DISTRICT](#)

**Recommendation:** That City Council adopt Proposed Ordinance No. 24-17, repealing Section 8-1-28 of the City Code on second reading.

AN ORDINANCE REPEALING SECTION 8-1-28 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, REGULATION OF CONDUCT IN THE DOWNTOWN VISITORS' DISTRICT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

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



**REGULAR AGENDA (CONT'D.)**

Council Member Johnson asked for an update regarding the lawsuit filed related to P.O. No. 24-17. City Attorney Bowling explained since there is a case in progress and she suggested Council schedule an executive session which would occur out-of-the Sunshine. She indicated it would not be appropriate to provide public comment related to a pending lawsuit.

Council Member Johnson expressed concerns with adoption of P.O. 24-17 at this time. He inquired about tabling or postponing action, with City Attorney Bowling clarifying.

**A motion to postpone action on P.O. No. 24-17 for sixty (60) days was made by Council Member Johnson and seconded by Council Member Cannada-Wynn.**

Discussion ensued among Council with City Attorney Bowling responding accordingly to questions.

Public input was heard from the following individuals:

Michael Kimberl

Nathan Monk

Discussion continued among Council with further clarification from City Attorney Bowling clarifying that the proposed ordinance before Council is independent of the lawsuit.

Upon conclusion of discussion and there being no further public input, **the vote on the substitute motion was called.**

**The substitute motion carried by the following vote:**

Yes: 4            Andy Terhaar, Jewel Cannada-Wynn, Larry Johnson, Sherri Myers  
No: 2            Gerald Wingate, P.C. Wu

**DISCUSSION**

None.

**COUNCIL EXECUTIVE'S REPORT**

Council Executive Kraher addressed Council regarding the following:

- Currently he is vetting candidates for the position of Council Budget Analyst and will bring back his recommendation of the top two (2) or three (3) candidates.
- The process of recodification is moving forward and suggested Council will want to address a review of the Land Development Code.

**MAYOR'S COMMUNICATION**

None.

**COUNCIL COMMUNICATIONS**

Following up on Council Executive Kraher's (above) comments, Council Member Terhaar indicated the Land Development Code is in need of an overhaul and will work with him to bring forward a review for Council.

**CIVIC ANNOUNCEMENTS**

None.

**SECOND LEROY BOYD FORUM**

None.

**ADJOURNMENT**

WHEREUPON the meeting was adjourned at 8:10 P.M.

\*\*\*\*\*

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
Brian K. Spencer, President of City Council

Attest:

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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File #: 17-00369

City Council

8/10/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

AWARD OF CONTRACT - BID #17-032 BAYOU CHICO NORTH STORMWATER OUTFALL TREATMENT ENHANCEMENT PROJECT

**RECOMMENDATION:**

That City Council award a contract for construction of the Bayou Chico North Stormwater Outfall Treatment Enhancement Project to BKW, Inc., of Pensacola, Florida, the lowest and most responsible bidder with a base bid of \$304,926.06, plus 10% contingency of \$30,492.61 for a total amount of \$335,418.67.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The scope of the project is to provide proprietary stormwater treatment for currently untreated drainage sub-basins within the Bayou Chico Watershed. Stormwater outfalls have been identified as one of the significant contributors of sediment into Bayou Chico and the proposed project will utilize underground stormwater treatment units to reduce total suspended solids pollution into Bayou Chico at various locations within the drainage basin. The treatment units proposed for use in this project are the most up to date technology available and are very effective in this type of application for pollutant removal. The project is located within developed commercial and residential areas which have existing stormwater collection/transmission facilities that discharge into Bayou Chico.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$ 670,042.00

Actual: \$ 304,926.06 Construction Contract  
30,492.61 10% Contingency  
78,750.00 Engineering Design/Permitting (complete)

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30,000.00 Engineering Management/Inspection (Estimate)  
5,000.00 Construction Testing/Misc. (Estimate)  
\$ 449,168.67 TOTAL

**FINANCIAL IMPACT:**

The total budget for this project is \$670,042 and is funded within the Stormwater Capital Projects Fund. To date, \$76,177.61 has been expended for completed items related to Surveying, Engineering Design, Studies and Permitting leaving a balance of \$593,864.59. The remaining budget balance is sufficient to cover the remaining items that have yet to be completed/expended.

**CITY ATTORNEY REVIEW: Yes**

7/24/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator

L. Derrik Owens, Director of Public Works and Facilities/City Engineer

**ATTACHMENTS:**

- 1) Bid Tabulation, Bid No. 17-032
- 2) Final Vendor Reference List, Bid No. 17-032
- 3) Map, Bayou Chico North Stormwater Outfall Treatment Enhancement Project

**PRESENTATION: No**

**TABULATION OF BIDS**

BID NO: 17-032

TITLE: BAYOU CHICO NORTH STORMWATER OUTFALL TREATMENT ENHANCEMENT

OPENING DATE: July 13, 2017 OPENING TIME: 2:30 P.M.  DEPARTMENT: Engineering	BKW, INC.  Pensacola, FL	SITE & UTILITY, LLC  Pensacola, FL	J. MILLER CONSTRUCTION  Pensacola, FL	BROWN CONSTRUCTION  Pensacola, FL	ROADS, INC. OF NWF  Cantonment, FL
Base Bid	\$304,926.06	\$312,123.00	\$347,236.50	\$399,351.11	\$409,300.73
M/WBE Participation	100%	5%	0%	4.2%	0%
Attended Prebid	Yes	Yes	Yes	Yes	Yes

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**FINAL VENDOR REFERENCE LIST  
BAYOU CHICO NORTH STORMWATER OUTFALL TREATMENT ENHANCEMENT  
ENGINEERING AND CONSTRUCTION SERVICES**

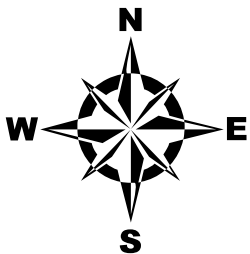
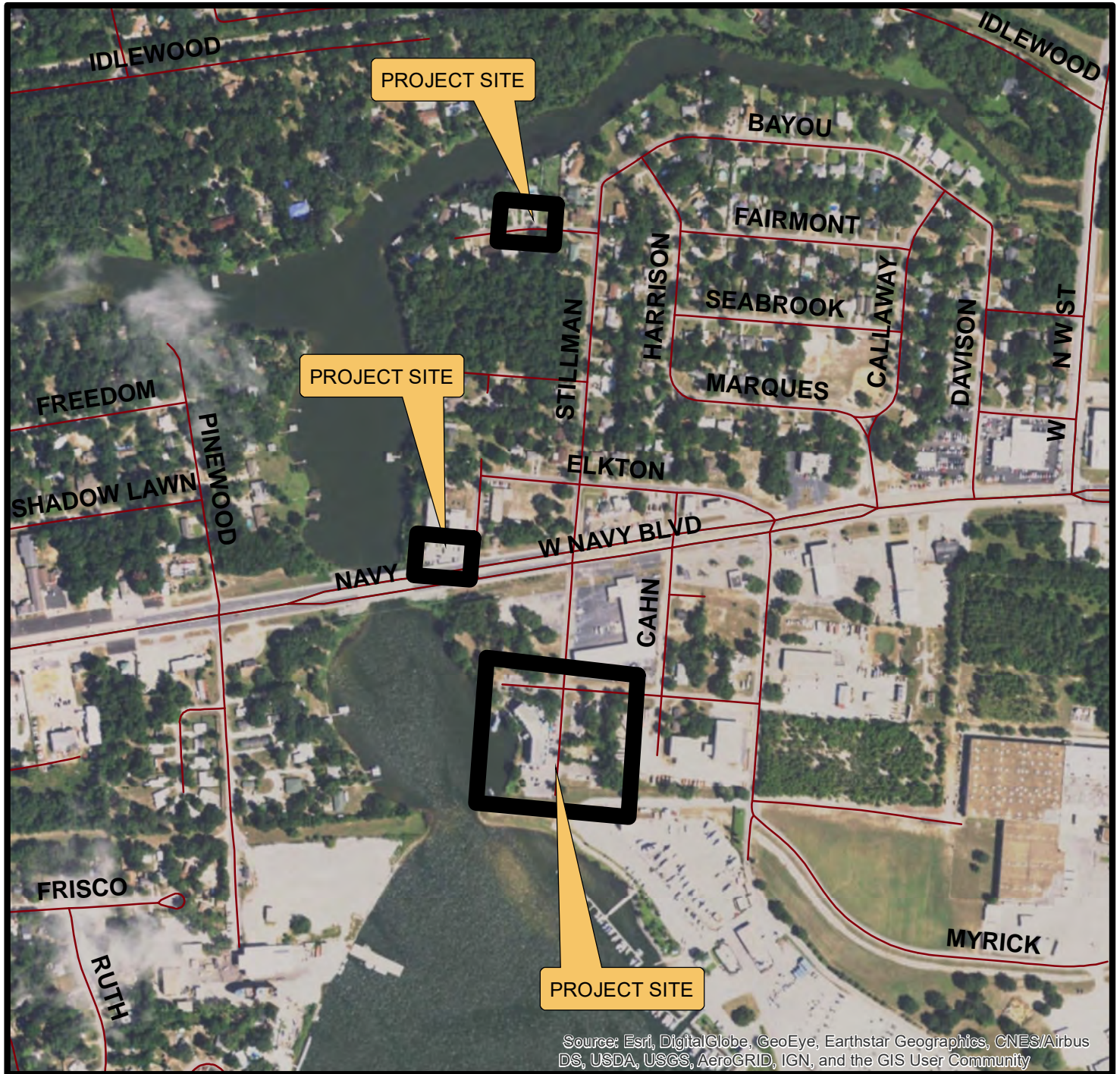
Vendor	Name	Address	City	St	Zip Code	M/WBE
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	N
000377	BASKERVILLE DONOVAN	449 WEST MAIN ST	PENSACOLA	FL	32502	N
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	N
053457	BIRKSHIRE JOHNSTONE LLC	11 CLARINDA LANE	PENSACOLA	FL	32505	N
065013	BKW INC	5615 DUVAL STREET	PENSACOLA	FL	32503	W
029184	BLARICOM, KIRK VAN DBA KIRK CONSTRUCTION COMPANY	619 GREEN HILLS ROAD	CANTONMENT	FL	32533	N
022856	BROWN CONSTRUCTION OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	N
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	M
042045	CHIVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534	N
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	N
057454	COASTAL PILE DRIVING INC	2201 VALLEY ESCONDIDO DRIVE	PENSACOLA	FL	32526	N
045454	COASTLINE STRIPING INC	8840 FOWLER AVENUE	PENSACOLA	FL	32534	N
058302	CONTECH	182 MONTGOMERY STREET	SANTA ROSA BEACH	FL	32455	N
060876	CREATIVE PUBLIC AMENITIES	1317 JOHN CARROLL DRIVE	PENSACOLA	FL	32504	N
036146	CRONIN CONSTRUCTION INC	913 GULF BREEZE PKWY STE 12	GULF BREEZE	FL	32561	M/W
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	N
032038	EVANS CONTRACTING INC	289 NOWAK RD	CANTONMENT	FL	32533	N
058842	EVERS COMMERCIAL SERVICES OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	N
033421	FLOYD BROTHERS CONSTRUCTION	101 EAST 9 1/2 MILE ROAD	PENSACOLA	FL	32534	N
032792	GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534	W
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	M
053862	GFD CONSTRUCTION INC	8777 ASHLAND AVE	PENSACOLA	FL	32514	N
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	N
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	N
034504	GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE	PO BOX 17844	PENSACOLA	FL	32522	N
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE	PENSACOLA	FL	32501	N
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	N
055520	GULF COAST UTILITY CONTRACTORS	13938 HIGHWAY 77	PANAMA CITY	FL	32409	N
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	N
050489	HAILE, MICHAEL JACKSON DBA THE HAILE COMPANY OF NW FL INC	PO BOX 13425	PENSACOLA	FL	32591	N
001597	HEATON BROTHERS CONSTRUCTION CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526	N
052866	HEWES & COMPANY LLC	390 SELINA ST	PENSACOLA	FL	32503	N
049715	HOLLAND PUMP CO	2610 SIDNEY LANIER DR	BRUNSWICK	GA	31525	N
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	N
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	N
049240	J MILLER CONSTRUCTION INC	201 SOUTH "F" STREET	PENSACOLA	FL	32501	N
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	N
058332	LEIDNER BUILDERS INC	409 N PACE BLVD	PENSACOLA	FL	32505	N
058801	M & H CONSTRUCTION SVCS INC	4782 MALLARD CREEK ROAD	PENSACOLA	FL	32526	M
052456	MEI LING DAVIS LLC	PO BOX 18155	PENSACOLA	FL	32523	N
053467	MIDSOUTH PAVING INC	4375 MCCOY DRIVE	PENSACOLA	FL	32503	N
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	N
049208	NWF PAVING AND BLACK TOP INC	3709 WEST BRAINERD STREET	PENSACOLA	FL	32505	N
051747	PAEDAE PROPERTIES INC	5104 NORTH W STREET	PENSACOLA	FL	32505	N
002720	PANHANDLE GRADING & PAVING INC	2665 SOLO DOS FAMILIAF	PENSACOLA	FL	32534	N

**FINAL VENDOR REFERENCE LIST  
BAYOU CHICO NORTH STORMWATER OUTFALL TREATMENT ENHANCEMENT  
ENGINEERING AND CONSTRUCTION SERVICES**

Vendor	Name	Address	City	St	Zip Code	M/WBE
030951	PAV'R CONSTRUCTION INC	501 EAST GREGORY ST STE 3	PENSACOLA	FL	32502	N
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	N
003956	PENSACOLA CONCRETE CONSTRUCTION CO INC	P O BOX 2787	PENSACOLA	FL	32513	N
000225	PENSACOLA NEWS JOURNAL	P O BOX 12710	PENSACOLA	FL	32591	N
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	N
066152	PRINCIPLE PROPERTIES INC	4371 MARILYN COURT	GULF BREEZE	FL	32563	W
051133	PUGH, KEVIN D DBA KEVIN D PUGH SITE & DOZER WORKS LLC	5731 STEWART ROAD	WALNUT HILL	FL	32568	M
050307	QCFS MANAGEMENT GROUP INC	3326 NORTH W STREET	PENSACOLA	FL	32505	N
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	N
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	N
021834	RANDALL CHAVERS SEPTIC TANK INC DBA R & L PRODUCTS	9492 PENSACOLA BLVD	PENSACOLA	FL	32534	N
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	N
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	N
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	N
067564	ROBERSON UNDERGROUND UTILITY LLC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	N
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	N
042044	SALTER/3C'S CONSTRUCTION CO	4512 TRICE RD	MILTON	FL	32571	N
052761	SEASIDE GOLF DEVELOPMENT INC	312 N DAVIS HWY	PENSACOLA	FL	32501	N
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	N
059753	SITE WORX OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	N
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	N
057995	T&W BREAKING GROUND LLC	5748 PRINCETON DRIVE	PENSACOLA	FL	32526	N
066848	TALCON GROUP LLC	156 DUPONT ROAD	HAVANA	FL	32333	N
045247	TEAM POWER SOLUTIONS	4033 WILLIS WAY	MILTON	FL	32583	N
002839	TERHAAR & CRONLEY GENERAL CONTRACTOR INC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	N
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	N
037833	THE PENSACOLA VOICE INC	213 EAST YONGE STREET	PENSACOLA	FL	32503	N
053924	THOMPSON CONTRACTOR RESOURCES INC	196 E NINE MILE RD SUITE C	PENSACOLA	FL	32534	N
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	N
022290	VICTOR A WALKER DBA V A WALKER GENERAL CONTRACTOR	10235 LILLIAN HIGHWAY	PENSACOLA	FL	32506	N
030096	W D ROGERS MECHANICAL CONTRACTORS INC	3018 NORTH DAVIS HWY	PENSACOLA	FL	32503	N
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	N
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	N
070332	WILLIAMS INDUSTRIAL	902 SOUTH MCGEE ROAD	BONIFAY	FL	32425	N
045140	WIT CONSTRUCTION SVCS LLC	1161 WEST DETROIT BLVD	PENSACOLA	FL	32534	N
044856	WOLFE CONSTRUCTION	40 W NINE MILE RD #2 STE 212	PENSACOLA	FL	32534	N

Vendors: 81

# BAYOU CHICO STORMWATER NORTH OUTFALL TREATMENT ENHANCEMENT



**DEPARTMENT OF PUBLIC WORKS AND FACILITIES  
ENGINEERING AND CONSTRUCTION SERVICES DIVISION**





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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File #: 17-00451

City Council

8/10/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

APPOINTMENT TO THE DOWNTOWN IMPROVEMENT BOARD (DIB)

**RECOMMENDATION:**

That the City Council affirm the Mayor's appointment of Michael Carro and the reappointment of Teri Levin to the Downtown Improvement Board (DIB) for a term of three years expiring August 31, 2020.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

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

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

**PRIOR ACTION:**

All members of the DIB are appointed by the Mayor for three year terms.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

N/A

**CITY ATTORNEY REVIEW:** No

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**STAFF CONTACT:**

Eric W. Olson, City Administrator

**ATTACHMENTS:**

N/A

**PRESENTATION:** No



Memorandum

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File #: 17-00399

City Council

8/10/2017

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**LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

PENSACOLA PROFESSIONAL FIREFIGHTERS INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 707 COLLECTIVE BARGAINING AGREEMENT

**RECOMMENDATION:**

That City Council ratify the proposed Pensacola Professional Firefighters International Association of Firefighters (IAFF) Local 707 Collective Bargaining Agreement. Further, that City Council authorize the Mayor to take all actions necessary to execute the agreement.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On June 13, 2017, a tentative agreement was reached between the City of Pensacola and the International Association of Firefighters (IAFF) regarding their Collective Bargaining Agreement for the period beginning October 1, 2017 and ending September 30, 2020. Effective October 1, 2017, the general terms of agreement are as follows:

- 1) Revised pension language provided by the City of Pensacola to conform to state legislative changes.
- 2) Minimum annual base pay for all firefighters hired after the effective date increased to \$32,500.
- 3) On the effective date, the annual base pay of employed firefighters (with the exception of five named firefighters) with a base pay less than \$32,500 will be increased to \$32,500.
- 4) The annual base pay effective October 1, 2017 for five named firefighters will be increased to \$33,475.
- 5) All other active IAFF members will receive an across the board increase to annual base pay of 3% effective October 1, 2017, 3% effective October 1, 2018 and 3% effective October 1, 2019.
- 6) The remaining provisions and articles not addressed in the terms as outlined above shall remain unchanged from the current Agreement (FY 14, FY 15, and FY 16) to the new Agreement (FY 17, FY 18, and FY 19). The agreement is to be executed with no reopeners during the term of the contract.

**The wage increase provision shall not extend beyond 2020 nor become the status quo of this Agreement.**

**PRIOR ACTION:**

None.

**FUNDING:**

Budget: -0-

Actual: \$154,200

**FINANCIAL IMPACT:**

The estimated net cost over the next 3 years of the contract is approximately \$1.1 million. The Mayor's proposed FY 2018 Budget includes \$154,200 for the first year of the agreement. The increases for years two and three of the contract will be incorporated in the respective proposed budgets.

**CITY ATTORNEY REVIEW:** Yes

7/28/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Edward F. Sisson, Chief Human Resources Officer  
Richard Barker, Jr., Chief Financial Officer

**ATTACHMENTS:**

- 1) IAFF Local 707 Collective Bargaining Agreement Fiscal Years 2018, 2019, and 2020

**PRESENTATION:** Yes

THE  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE CITY OF PENSACOLA  
AND  
PENSACOLA PROFESSIONAL FIREFIGHTERS  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
LOCAL 707  
  
FISCAL YEARS 2018 - 2020

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PREAMBLE

This Agreement is made and entered into by and between the City of Pensacola, Florida, which is hereinafter referred to as the "Employer," and the Pensacola Professional Firefighters, International Association of Firefighters, AFL-CIO, Local No. 707, hereinafter referred to as the "Union."

ARTICLE (1)

DEFINITIONS

- 1) "Day" shall mean a calendar day unless otherwise specified in this Agreement.
- (2) References to the male gender are intended to conform to traditional usage, and should be understood to include both males and females.
- 3) All references to Legislative Approval, approval by Legislature or such similar phrases included in this document shall mean the actual date the legislation becomes law.

## ARTICLE (2)

### PURPOSE AND INTENT

SECTION 1. The purpose of this Agreement is to secure industrial peace and efficiency, enabling the Employer and its employees to provide continuing satisfactory services to the citizens of the City, to secure a healthy operation through efficient service and public satisfaction, to establish an orderly and peaceful procedure for the resolution of grievances, and to set forth a basic understanding relative to rates of pay, hours of work and conditions of employment, designed to achieve those goals at a reasonable cost.

SECTION 2. The employees and management recognize that they are mutually dependent upon one another. Both are committed to public service and the success of that service. This success requires that both management and employees work together. The Employer, the Union and all employees are convinced that there is no reason why differences that may arise may not be peacefully and satisfactorily adjusted by sincere and patient efforts on the part of all.

SECTION 3. The Union agrees that it will support the Employer in its efforts to (a) eliminate waste and damage; (b) conserve equipment and supplies; (c) improve standards of efficiency; (d) prevent accidents; and (e) strengthen good will between the Employer, its employees and the public. This section is intended to express the purpose of this Agreement, and nothing in this section shall be considered to confer liability for monetary damages on the Union in any action in which the Union would not otherwise be liable.

ARTICLE (3)

RECOGNITION

SECTION 1. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment.

SECTION 2. The Union is recognized as the sole and exclusive bargaining representative of: all Fire Department employees in the rank of Fire Captain, Fire Lieutenant, and Professional Firefighter; excluding the Fire Chief, Deputy Fire Chief, Battalion Chief Administrative Officer, and all other employees of the City. All other types of employees and classifications of employees not in existence at the time of the certification by the Pensacola Public Employees Relations Commission dated July 13, 1988 are excluded from the coverage of this Agreement; provided that the Union shall not be deprived of the right to bargain with respect to wages, hours, terms and conditions of employment for new job classifications which may hereafter be created, should either party obtain an order from the Public Employees Relations Commission certifying the Union as bargaining agent for such classifications.

ARTICLE (4)

NO STRIKE CLAUSE

SECTION 1. No employee, Union officer, agent, or employee shall instigate, promote, sponsor, or engage in any strike, slow down, concerted stoppage of work, or any other intentional interruption of the operations of the Employer.

SECTION 2. In the event of a strike, slow down, concerted stoppage of work, or other intentional interruption of the operations of Employer, the Union shall take direct and immediate action to bring about a cessation of such activities.

SECTION 3. In addition to the penalties provided by law, those employees found to be in violation of the provisions of Section 1 may be held liable for any damages which are suffered by the City as a result of the violation of the provisions of this Article.

ARTICLE (5)

DUES CHECK-OFF

SECTION 1. Dues deduction is currently accomplished thru electronic fund transfers from bargaining unit member credit union share accounts to the Union monthly. The City is currently not directly involved in the deduction of Union dues. Should the existing fund transfer method of monthly dues deduction for some reason become unworkable, the City will work cooperatively with the Union to establish a system for payroll deduction of dues to be submitted monthly to the Union.

## ARTICLE (6)

### SEVERABILITY

In the event that any Article or provision of this Agreement is found to be invalid or unenforceable, by reason of any legislation or judicial authority over which the parties have no amendatory power, all other provisions of this Agreement shall remain in full force and effect for the term of this Agreement. Moreover, should any change in wages, hours, or working conditions be required as a result of any subsequently enacted legislation, judicial order, conciliation agreement, or other legal requirements, the City shall give the Union notice of the action it intends to take to comply with such requirement, and shall negotiate with the Union, if requested, regarding the proposed action.

ARTICLE (7)

PROBATION & SENIORITY

SECTION 1. An appointment, employment or promotion shall not be deemed complete until a period of probation of twelve (12) months has elapsed from the date of employment or promotion; however, in no case shall the probationary period end earlier than twelve (12) months after the employee has received necessary required state certification.

SECTION 2. Employees serving a probationary period following their initial hiring shall not have recourse to the Grievance Procedures contained herein.

SECTION 3. Seniority shall first be determined by the period of service in a class or position within a chain of command (rank) within the fire department, and then by the period of service within the fire department based on hire date. In cases of equal seniority, seniority shall be determined through random selection via a draw through the Human Resources Division.



ARTICLE (8)

NO SMOKING

SECTION 1. The Surgeon General of the United States has determined that smoking tobacco contributes to the development of a number of heart and lung diseases.

SECTION 2. As of March 1, 1989, the City will hire as firefighters only those individuals who do not smoke, and such individuals will continue to not smoke for the duration of their employment. As of January 1, 1992, the City will hire as firefighters only those individuals who do not use tobacco products, and such individuals will continue to not use tobacco products for the duration of their employment.

SECTION 3. All bargaining unit employees who were hired before March 1, 1989, will not be affected by the no smoking condition of employment which will apply to the new hires, but current employees will smoke only in designated smoking areas while on duty. After meeting and conferring with the Union, the City retains the right to designate smoking areas in each fire station.

SECTION 4. The City agrees to make reasonably available courses to stop smoking for those employees wishing to quit smoking.

ARTICLE (9)

RESIDENCY

All employees covered by this Agreement shall live within Escambia or Santa Rosa County, Florida or 45 minute response time. Exceptions to this article may be granted by the City Administrator.

ARTICLE (10)

WAGES, HOURS OF WORK AND OVERTIME PAY

SECTION 1. Purpose of Article.

The purpose of this Article is to provide a basis for the computation of straight time and overtime wages, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the City to any employee of a minimum or maximum number of hours of work per day, per week, per work period, or per year, for any employee covered by this Agreement. The City's pay records, practices, and procedures shall govern the payment of all wages.

SECTION 2. Straight Time Wage Rates.

All employees covered by this Agreement shall be paid as reflected below:

Professional Firefighter Minimum	\$32,500.00
Lieutenant Minimum:	\$ 43,000.00
Fire Captain Minimum:	\$53,000.00

\*These amounts include the mandatory overtime adjustments.

Provisions that are set forth in the General Employees Pay Plan, shall apply also to the employees covered by this collective bargaining contract.

SECTION 3. Salary Adjustments.

From the effective date of this contract to September 30, 2020, bargaining unit members shall receive the following salary adjustments:

FY 2018

October 1, 2017 each bargaining unit member shall receive a 3% increase to their base wage at that time unless otherwise specified in the Compensation Schedule dated June 29, 2017 – Attached to this Agreement as Appendix A.

FY 2019

October 1, 2018 each bargaining unit member shall receive a 3% increase to their base wage at that time.

## FY 2020

October 1, 2019 each bargaining unit member shall receive a 3% increase to their base wage at that time.

The City Administrator may, upon recommendation by the Fire Chief, withhold an employee's salary adjustment, if there is documented evidence that the employee is performing consistently at a level below standard during the previous year.

### SECTION 4. Fire Inspectors.

The workweek for fire inspectors shall consist of seven (7) calendar days beginning at 12:00 midnight on Sunday and ending 12:00 midnight the following Sunday. Fire inspectors will be scheduled to work a 40 hour week. Daily shift times will be set by the City no earlier than 7:45 am and no later than 5:00 pm including a one hour meal period which shall not count as time worked (unless and then only to the extent of time spent in authorized calls to emergency duty). All time worked in excess of 40 hours per workweek will be compensated at a minimum of one and one-half times the straight time rate in effect as set forth in the City's salary schedule.

### SECTION 5. Fire Suppression Employees.

Other than fire inspectors, all other employees covered by this Agreement will continue to be paid pursuant to the partial overtime pay exemption provided by 29 U.S.C. Section 207(k). The "work period" will continue to be a minimum of twenty-one (21) calendar days beginning immediately after 8:00 a.m. on Sunday and ending at 8:00 a.m. the third following Sunday. Fire suppression employees will be scheduled to work 24 hours on duty and 48 hours off duty, for a total of 168 hours of scheduled duty time during each 21 day work period. All fire suppression employees who work more than one hundred fifty-nine (159) hours during a 21 day work period will be compensated for such additional hours at a minimum of one and one-half times the straight time rate in effect as set forth in the City's wage schedule.

### SECTION 6. Watch Captains

The parties agree that there shall be one watch captain on each watch.

### SECTION 7. Overtime.

The Fire Department may offer the opportunity to work unscheduled overtime through the use of three alphabetized lists, one per watch, without regard to rank. This established list is for fire suppression activities only.

### SECTION 8. Time Worked.

For the purpose of calculating overtime pay, scheduled sick leave should be considered as "time worked" in the appropriate work period. Leave taken as annual leave will not be considered as "time worked" for purposes of overtime calculation.

SECTION 9. Working Out of Class Pay.

Bargaining unit members working temporarily in a higher class for more than five (5) consecutive watches will be paid out-of-class differential pay incentive of 10% premium on their base wage beginning with their 6<sup>th</sup> consecutive watch. To qualify, an employee must be assuming the full and complete duties and responsibilities of the higher class. Said differential pay shall be applicable only when the vacancy has resulted from an illness that qualifies under FMLA, on-the-job injury or a job vacancy that is a position duly created and still existent but not occupied by an employee. Such differential pay shall begin only after the employee has performed the complete duties for five consecutive (5) watches and shall be paid only for time actually worked. Out-of-class differential pay shall apply only to the days worked after the five (5) consecutive watches have been completed. Out-of-class differential shall be paid with the employee's regular compensation and is pensionable. Complete records of such out-of-class differential work shall be submitted to the Division of Human Resources within two (2) weeks of having performed such work, on forms furnished by that department. Employees approved for acting out of class assignments must requalify every time a new event occurs.

SECTION 10. Pay Adjustment upon Promotion

Upon successful promotion from the rank of Firefighter to the rank of Lieutenant or from the rank of Lieutenant to the rank of Captain, employees shall have their base pay increased 10% or shall be moved to the new minimum of the pay scale for their new rank, whichever is greater.

SECTION 11. Special Duty Overtime

The special projects will be listed or advertised on an electronic bulletin board, which shall contain two (2) lists. The first list will provide the project description and the necessary qualifications. The second will be an alphabetical list of volunteers including their qualifications.

If an individual is skipped for lack of qualifications, he/she will remain at the top of the list. If assigned to Special Project overtime, the employee may not sign up for overtime, as described in Article X Section 7, on the dates listed for a special project.

Examples:

Project List & Qualifications

EMT Instructor

Class: OB/GYN

Qualification: EMT

Quantity: 2 instructors

Begin Date: 1/12/01

End Date: 1/15/01

Personnel Selected: Allen, Longsworth

## Volunteer Overtime List

Employee Name	Qualifications
Allen	EMT, Paramedic
Bridwell	1 <sup>st</sup> Responder, FS Instructor
Fennel	Tree Surgeon
Longworth	EMT, Paramedic

ARTICLE (11)

GRIEVANCE PROCEDURE

SECTION 1. A grievance is defined as an allegation made during the term of this Agreement that the Employer has violated a specific provision of this Agreement. Employees who are not members of the Union may utilize the Grievance Procedure established by this Article, but the Union is in no way responsible for non-members' utilization of this article.

SECTION 2. Under no circumstance shall there be a suspension or slowdown of work, or refusal to follow any instruction, on account of any grievance. Grievances shall be resolved at the lowest supervisory level possible, but only within the customary authority of such succeeding level of supervision. No grievance shall be considered unless it is processed in complete accordance with the following steps:

STEP 1. There shall be a discussion between the employee and the Battalion Chief involved.

STEP 2. If the grievance is not resolved in Step 1, the Union may, within ten 10 calendar days of the alleged violation, reduce the grievance to writing on a grievance form and present it to the Fire Chief. The grievance form shall specify the particular Article, Section and provision of this Agreement alleged to have been violated, shall contain a complete and detailed statement of the facts upon which the grievance is based, including date of occurrence, shall specify the proposed remedy, shall be signed and dated by the employee or (if applicable) by his Union representative. Grievances submitted which do not contain the above information shall be considered null and void. Upon receipt of the grievance, the Chief or his designee shall record the time and date of receipt, shall consider the written grievance, shall investigate the same to the extent he chooses, and shall resolve or deny the grievance within ten (10) calendar days.

STEP 3. If the Union is dissatisfied with the decision rendered in Step 2, and the Union desires to further pursue the grievance, it shall present a letter of appeal to the City Administrator or his designee within ten (10) calendar days following the decision of the Fire Chief or his designee on the grievance in Step 2. The City Administrator or his designee shall consider the written grievance, investigate the same to the extent he chooses, and resolve or deny the grievance within fifteen (15) calendar days.

STEP 4. Within ten (10) calendar days following the decision by the City Administrator or his designee, if the Union chooses to proceed further on the grievance, it shall present to the City Administrator or his designee a written request for a Step 4 meeting concerning the grievance, to which shall be attached copies of the written grievance submitted in Step 2 and Step 3 letter of appeal. A meeting shall be held at the convenience of the parties between the grievant, the grievant's Union representative (if applicable), and the City Administrator or his designee and their representative, and the City Administrator or his designee shall resolve or deny the grievance within fifteen (15) calendar days.

SECTION 3. Submission to Arbitration. In the event any grievance which has been timely brought during the term of this Agreement under Section 4 of this Article cannot be satisfactorily adjusted in accordance with Section 2 of this Article, either the Union or the Employer may demand arbitration by filing a request with the Federal Mediation and Conciliation Service of the United States, with a copy to the other side by certified mail, return receipt requested, to submit the names of seven (7) approved arbitrators available to hear and decide the question involved. The party wishing to submit a grievance to arbitration must do so within twenty (20) calendar days of receipt by the Union of the decision in Step 4, or the right to pursue arbitration shall have been waived. The Union shall retain the exclusive authority to decide which, if any, union member grievances shall be forwarded to arbitration.

SECTION 4. The parties hereto acknowledge the importance of both the time limitations and the requirements for written grievances and appeals expressed in Sections 2 and 3 of this Article, and no grievance shall be considered or deemed to exist that is not reduced in writing in the manner specified, timely filed and pursued at each step of the grievance procedure, and timely submitted to arbitration. A timely filed grievance not answered by management within the time limit prescribed shall be treated as a denial of the grievance and the grievance may be pursued to the next step of the grievance procedure. Time limits may not be extended except by a written mutual agreement signed by representatives of both parties. The Employer's willingness to go through the grievance procedure and to submit the issue on the merits to an arbitrator shall not be interpreted as a waiver of any issue as to arbitrability.

SECTION 5. Absent permission from the Employer, grievances must be processed outside of the scheduled working hours of any employee involved in the grievance.



## ARTICLE (12)

### ARBITRATION

SECTION 1. Upon receipt of the list of arbitrators from the Federal Mediation and Conciliation Service, the parties shall flip a coin to determine who has the first strike. The party losing the coin flip shall strike a name from the list first; the other party shall strike second, and then each party shall in turn strike one name until only one name remains. This person shall be selected as an impartial Arbitrator.

SECTION 2. Each party shall have the right to reject one complete panel of arbitrators and request the Federal Mediation and Conciliation Service to submit a second list, from which names shall be stricken in accordance with Section 1. Nothing in this article shall prevent the parties from agreeing upon a mutually acceptable arbitrator other than one on a panel supplied by FMCS.

SECTION 3. The grievance submitted to the arbitrator shall be based exclusively on the written grievance as submitted in Section 2, Step 2, of the Grievance Procedure. If on-duty personnel are subpoenaed to the arbitration hearing, they will be released from duty only for the time required to testify. No more than two employees will be released from duty at a time, unless the Employer authorizes the release of more than two; such authorization shall not be unreasonably withheld.

SECTION 4. Any decision or award of the arbitrator shall be strictly limited to the interpretation of specific terms of this Agreement, and to a determination of (a) whether the grievance is arbitrable, and (b) whether the Employer violated a specific provision of this Agreement as alleged in the written grievance. The arbitrator shall not explicitly or implicitly change, amend, add to, subtract from, or otherwise alter or supplement any of its terms and conditions, nor depart from its terms in rendering a decision. The arbitrator shall confine himself exclusively to the question which is presented to him. The arbitrator's decision shall be final and binding upon both parties.

SECTION 5. The Employer may not be compelled to arbitrate any grievance not alleged to have occurred during the term of this Agreement.

SECTION 6. Each side shall bear the cost of its own witnesses and representatives. The cost of room accommodations shall be divided equally between the parties. The fees of the arbitrator shall be divided equally between the parties. The costs associated with the appearance of the court reporter and a copy of the transcript for the arbitrator shall be divided equally between the parties. Any party requesting a transcript copy for their use will bear its cost, unless otherwise agreed.

SECTION 7. The arbitrator shall have no authority to assess any compensatory or punitive damages, nor to impose as a remedy any back pay to any employees or individuals who are not grievants. No award of back pay to any grievant shall date back to a time prior to the date the grievance arose. All awards of back pay under this Agreement shall be offset by unemployment compensation benefits, workers' compensation benefits (except medical), earned by the grievant, during any period of unemployment for which back pay is awarded.

## ARTICLE (13)

### MANAGEMENT RIGHTS

SECTION 1. It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force or any civil or career service regulation.

Additionally the City shall enjoy and retain any additional or expanded right granted to public employers through any decision issued by the Public Employee Relations Commission.

The City has the sole authority to determine the purpose and mission of the City, to prepare and submit budgets to be adopted by the City Council.

The City shall enforce and comply with the provisions of this Agreement so as not to violate the City Charter.

SECTION 2. Nothing contained herein shall be construed to constitute a waiver by the Union of its right to negotiate over the impact of managerial decisions on all terms and conditions of employment.

ARTICLE (14)

WORK RULES

SECTION 1. It is understood and agreed that the duties performed by members of the bargaining unit cannot always be covered by job descriptions and, therefore, members of the bargaining unit may be required to perform duties in addition to those listed within job descriptions.

SECTION 2. Except where expressly modified by any provision of this Agreement, the Rules, Regulations and Procedures of the Pensacola Fire Department shall govern the relationship between the Employer and the employees covered by this Agreement. Any of the Fire Department Rules, Regulations and Procedures in conflict with this Agreement shall be of no force and effect.

SECTION 3. Any new rules or regulations made after the effective date of this Agreement which conflict with this Agreement may be made the subject of an appropriate grievance and may be taken to arbitration by the Union as provided in the grievance and arbitration provisions of this Agreement.

ARTICLE (15)

PROMOTIONAL PROCESS & PROMOTIONAL REQUIREMENT EXAMINATION COMMITTEE

When a vacant position is to be filled by promotion within the Fire Department, these procedures apply:

SECTION 1. Study Materials and information for promotional testing will be posted a minimum of 90 days prior to a job announcement posting.

SECTION 2. Job announcements will be posted a minimum of 30 days prior to conducting a promotional examination.

SECTION 3. Examinations may include a written test, an interview, a performance test, an evaluation of training and experience, supervisory efficiency rating, assessment centers, or any combination thereof. Examination components will total 100%.

SECTION 4. If it is determined that a vacancy shall be filled from a promotional eligible register, a list shall be certified which contains the names of five (5) persons and ties (which can be created by adding points but not take points away from an applicant) having the highest promotional grades as hereinafter provided, and the vacant position shall be filled by the appointing authority by selection from said promotional eligible list. The list may contain less than five (5) names if five (5) persons do not meet the minimum qualifications for the position, or attain the required promotional grade; however, anytime a promotional eligible list cannot be certified with the required minimum number of candidates, the appointing authority may request a new examination.

SECTION 5. The following procedures will be followed to establish a current eligible register:

- a) The Fire Department shall prepare and administer examinations which shall be practical and objectively measure the relative capabilities of the applicant to perform the duties of the position. All persons within the department who meet the minimum qualifications established by the Promotional Qualification Committee (as defined below) for the position shall be eligible to take the promotional examination. Announcement of each examination shall be publicized for a minimum of thirty (30) calendar days prior to the application deadline specified in the announcement. Applications for each examination must be filed with the Human Resource Division prior to the designated deadline and all necessary records, licenses, certificates, transcripts and other documents of proofs must be submitted prior to the examination.
- b) The examination process shall include a written test and a performance test. The examination factor, assigned weights and scoring methods shall be included in the examination announcements. The total value of all questions on any wholly written

examination shall be one hundred percent (100%). The total percentage value on any combination of examinations shall be one hundred percent (100%).

- c) No person shall be promoted who has a promotional grade of less than seventy percent (70%), or a promotional examination score of less than seventy percent (70%). If a promotional examination score of seventy percent (70%) is attained, the total percent made upon such examination shall be added to the total number of points allowed for seniority defined as follows. Seniority Points: Points added to a passing score on a promotional examination to arrive at the total examination grade. For Lieutenants seeking promotion to the rank of Captain, these points shall be computed on the basis of one (1) percentage point for each full year of service as a Lieutenant. For Firefighters seeking promotion to the rank of Lieutenant, these points shall be computed on the basis of one (1) percentage point for each full year of service within the Fire Department, to a maximum of ten (10) points.
  
- d) Each such register shall stand for a period of one (1) year from the date the original promotional eligible list is certified, unless otherwise extended by the Chief Human Resources Officer for a period of not to exceed one (1) year. However, if the appointing authority requests that no extension be granted, then the register shall expire at the end of the on (1) year. Subsequent eligible lists shall be certified by the Human Resource Administrator from an unexpired register so long as the minimum qualifications and special requirements are the same as those required when the register was established. Additional promotional examinations may be given to supplement a current register which contains less than five (5) qualified persons, and the names of the successful examinees shall be in order behind the existing names on the register. If there is a significant change in special and minimum requirement and qualifications for a position, the Chief Human Resources Officer may cancel and terminate an existing eligible register and establish a new register of eligibles. The establishment of a new register shall require a new application and examination of each applicant.

#### SECTION 6. Definitions

Eligible List – A list of names taken from the eligible register, of the top (5) five candidates and ties. Names are listed in rank order according to their final overall score on the promotional testing.

Eligible Register: A register of names of all eligible applicants who have obtained a passing score on the overall examination process, listed in rank order according to their final overall score.

SECTION 7. A committee shall be formed to develop promotional qualification requirements for Fire Lieutenant and Fire Captain. This six-member committee shall consist of one Fire Captain and one Lieutenant, one selected by the Union, and one Fire Captain and one Lieutenant, one selected by the Fire Chief or designee; one representative of the Fire Chief's Management Team; and one representative from

Human Resources. The Committee's purpose is to develop and present promotional qualifications for approval by the Fire Chief.

SECTION 8. When changing promotional requirements the City must give a minimum of 2 years prior notice to said change or changes.

SECTION 9. Review of testing material

Following the testing, all test participants shall be provided the opportunity to review their test, the scoring and all answers and worksheet materials utilized during the testing to determine areas in which they might need improvement. It is understood that the participant shall not be permitted to copy or photograph the materials and may not take notes during the review. Additionally it is understood that no test materials shall be permitted to leave the control of the City at any time.

## ARTICLE (16)

### HEALTH AND LIFE INSURANCE

SECTION 1. The City will make available the same health and life insurance programs on a group basis to bargaining unit employees as are made available to all other non-managerial City employees. The City reserves the right to reduce or increase the benefits payable under coverages, to alter or cease any coverages, to raise or lower any "out-of-pocket" amounts and to raise or lower any deductibles and otherwise determine the coverage to be made available and the premium costs of the same, provided that such benefits, coverages, amounts and deductibles remain the same as those made available to all other non-managerial City employees.

SECTION 2. The insurance programs will be optional to all eligible employees. For those employees electing to participate in the program, the City will make contributions towards the cost of such insurance, in the same amounts as it makes for all other non-managerial City employees. Those employees who elect to participate in the City's group insurance programs will pay a share of the total premium through deductions from payroll, for the cost not paid by the City.

SECTION 3. The Union will be notified of any change in insurance carriers, nature or scope of coverage or amount of coverage and increased amounts to be paid by employees under this Article. The City reserves the right to terminate the group insurance program or any part thereof for all City employees at any time with prior notice to the Union.

SECTION 4. Upon notification by the Union, in its sole discretion, the City shall exclude all bargaining unit employees and Fire Department uniformed retirees from the City's group health and life insurance programs, and will cease deducting employee and retiree insurance premium amounts from compensation checks; the City will, in such event, make contributions towards the cost of such alternative insurance as the Union may designate, in the same amounts as the City contributes for all non-managerial City employees and retirees respectively, for each employee and retiree participating in such alternative insurance. Provided, however, that such notification must be given no less than ninety (90) days prior to the contract renewal date of the City's group health and life insurance programs.

## ARTICLE (17)

### LIFE INSURANCE BENEFITS

SECTION 1. The City will provide members of the bargaining unit those life insurance and death benefits for survivors as required by Federal and State laws. Additional life insurance may be purchased by members of the bargaining unit, under the City's group policy, with the employee paying the cost and those additional benefits shall be portable after 10 years of service, at the employee's continued expense, upon separation from the City.

SECTION 2. The voluntary life insurance benefit (currently provided by American General) shall be portable, at the employee's continued expense, upon separation from the City. Additionally the life insurance benefits (currently provided by Sun Life) shall be portable, at the employee's continued expense, upon separation from the City provided the employee has vested in the benefit through the completion of 10 years of service with the City prior to separation. No life insurance benefit shall be portable for employees who are terminated.

SECTION 3. Notwithstanding anything contained herein, the City will endeavor to maintain the provisions of this Article but the portability of life insurance benefits shall be subject to the insurance contract between the Life Insurance Company and the City.



ARTICLE (18)

TRAINING

SECTION 1. When employees attend required training, they will be compensated in accordance with the provisions of the Fair Labor Standards Act.

SECTION 2. Training will be deemed to be required only when an employee is given a direct order by the Fire Chief or his/her designee to attend training. Thus, if the City merely advises employees of available training courses and offers to pay all or part of course tuition, but does not order an employee to attend the courses, any employee attending courses will be engaged in voluntary training, and thus will not be engaged in compensable work hours.

ARTICLE (19)

MILEAGE

SECTION 1. Employees who are ordered to report to another station after reporting to their regular duty station, and use their personal vehicle for transportation to the other station, will be eligible for mileage reimbursement at the rate as approved by the Florida Department of Management Services for the number of miles driving the most direct and shortest route from their regular duty station to the other assigned station. This rate changes from time to time, and it is agreed that it shall be changed as may be necessary during the term of this Agreement without collective bargaining on the subject.

SECTION 2. Mileage will not be paid for the trip from the employee's home to the employee's assigned place of duty, or from the assigned place of duty to the employee's home.

## ARTICLE (20)

### UNIFORMS

SECTION 1. Bargaining Unit members will be allowed to select any number or arrangement of uniform articles from a menu of department approved items, up to an allowed amount of \$ 350.00 per fiscal year. The City agrees to continue its practice of furnishing uniforms for newly-hired bargaining unit employees to include three (3) dress shirts, three (3) uniform pants and four (4) tee-shirts and shoes and a jacket.

Except when members are on Building Survey, Home Safety Survey, Lecture and Demonstrations, Station Tours or otherwise meeting the Public in a non-emergency fashion, they will be allowed to wear the uniform t-shirt provided. It shall be the obligation of each employee to maintain such items in good and presentable condition. All Fire Department personnel shall wear currently issued uniforms. Obsolete uniform clothing shall not be worn on duty by Fire Department personnel. It shall be the obligation of the City to replace torn or damaged articles as deemed necessary by the Fire Chief or his designee. The selections will be based on their individual needs in order to maintain a complete set of serviceable uniforms. Deviation from the allotment will be at the discretion of the Fire Chief. All Bargaining Unit members will be allowed to begin purchasing dress (Class A) uniform items within their annual allotment.

Any additional costs related to the issuance of plus size uniforms will be borne by the Fire Department. Paramedic and EMT patches are considered optional and the cost associated with these items will be borne by the member.

Collective Bargaining Unit members may substitute items on the approved uniform clothing list for other approved uniform clothing items offered by the same department contract vendor not to exceed the total uniform allowance per employee per year. The type and quality of uniform will be determined by the City.

SECTION 2. Protective clothing and other equipment required by the City to be worn or carried by employees shall be furnished by the City outside the uniform allowance provided for in Section 1 above, the type and quality to be determined by the City. Replacement of protective clothing and equipment will be determined and implemented in the exclusive judgment of the Fire Chief. Protective clothing and other equipment, when provided, must be used. Neglect or failure by an employee to obey safety regulations or to use or maintain the safety equipment furnished by the City shall be basis for disciplinary action.

SECTION 3. No article of clothing or equipment provided for herein shall be utilized during off-duty hours, except as authorized by the Fire Chief or his designee.

ARTICLE (21)

PERSONNEL FILES

SECTION 1. An employee has the right to examine his or her own personnel file in the presence of the Chief Human Resource Officer or his/her designee. Employees are responsible for providing any document such as birth certificates or records of educational courses completed which should be part of their personnel files.

SECTION 2. Disciplinary documents, such as letters of reprimand, counseling letters, suspensions and fines, and performance related correspondence such as performance appraisals and letters of correction and commendation, shall be read and signed by the employee. Employee signatures on such documents do not imply agreement with the document; rather, it is simply an acknowledgment of the document in the employee's personnel file.

SECTION 3. The employee is responsible for providing current address and telephone information to the Fire Department.

ARTICLE (22)

WATCH EXCHANGE

The City retains the right to determine and modify organizational structure; to select, direct, transfer, assign and determine the personnel for each watch and station. However, fire suppression employees may exchange watches on a voluntary basis, with the watches to be "repaid" within one year, provided that a minimum of 48 hours prior notice is given. A swapped watch shall count as time worked for the individual normally scheduled for the watch, rather than for the individual who actually works the watch, as provided under the Fair Labor Standards Act. There will be no voluntary exchange of shifts by bargaining unit employees without express permission of the Fire Chief or his designee.

ARTICLE (23)

WORKER'S COMPENSATION

The City will provide bargaining unit employees Worker's Compensation benefits under the conditions set forth in the City's Human Resources Manual in effect on the date of the ratification of this agreement and modified in accordance with the State Statute, Chapter 440 and/or Florida Administrative Code 69(l).

ARTICLE (24)

MILITARY LEAVE

SECTION 1. Military leave is administered in accordance with State and Federal law and is considered as any leave necessary to fulfill military obligations with a branch of the Armed Forces of the United States. Only branches of the Armed Forces, which are, or usually serve as, combat units are to be considered.

a. Extended Military Leave

Persons will be granted extended military leave will forfeit all employee benefits while on active duty, but will be accorded reinstatement or reemployment privileges, as required under and in accordance with Florida Statutes 295.095 and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Extended military leave will be granted upon the following conditions:

- (1) The employee has received notification from proper authority to report for active duty with the Armed Forces.
- (2) The official notice of induction, or recall, into active duty, or a verified copy of same, must be presented to the Human Resources Division within five (5) days of receipt by the employee. A record of this notice is to be recorded in the employee's file.
- (3) Upon honorable completion of military obligations, former employees must present their request in writing to the Chief Human Resources Officer within one (1) year of the date of separation from military service to be eligible for reemployment benefits.
- (4) Upon resumption of active employment with the City of Pensacola, the employee will be given credit for acceptable service performed prior to entering the military for seniority purposes, and for pension purposes when the pension law is complied with. Time spent on extended military duty shall count, without loss of personal time off leave, pay, time, or efficiency rating, except in the case of pensions whereby authorized. Said employee shall be given benefit of any range increases granted for the position vacated during military absence.
- (5) Employees on extended military leave are entitled to two hundred forty (240) hours at full pay in any one annual calendar period. In addition, per each military activation the City will:
  - (a) Supplement the employee's military salary to the extent that will equal the amount earned at the time they were called to active duty. The supplement would continue for a period up to six months.

(b) Continue all other employee benefits such as time accrual for purposes of personal time off leave, annual increments, and pensions; insurance and deferred compensation, provided the employee maintains his or her contributions as previously arranged. Benefits would continue for a period up to six months.

b. Military Leave for Training Purposes (1) Section (1) of Florida Statute 115.07 requires the City to grant leaves of absence to City employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard without loss of vacation leave, pay, time, or efficiency rating. This leave is required on all days during which the City employee is engaged in training ordered under the provisions of the United States military or naval training regulations regardless of whether they are assigned to active or inactive duty.

(2) Florida Statute 115.07 gives a maximum period of two hundred forty (240) hours in any one annual calendar year period for this type of leave of absence. Administrative leaves of absence of periods in excess of two hundred forty (240) hours are to be without pay.

(3) Employees requesting leave under these provisions must submit a verified copy of their notification for duty with completed Personnel Leave (PF-301) or (PF 300), to the Fire Chief or designee at least two (2) weeks in advance.

The City reserves the right to amend provisions of this policy, provided that such provisions remain the same as those available to all other non-managerial City employees.



ARTICLE (25)

FUNERAL LEAVE

SECTION 1. In the event of a death in the employee's immediate family, which is defined as spouse, parents, step-parents, children, step-children, brothers, sisters, step-brothers, stepsisters, mother-in-law, father-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, aunt or uncle of the employee and of their spouse, or City of Pensacola, Florida Domestic Partnership Registry registered domestic partner of the employee, the employee shall be granted funeral leave. For the purposes of this section, registered domestic partner shall be defined as someone with whom the employee has maintained a strong familial relationship and with whom the employee has cohabitated for a period of five or more years and who is on the City of Pensacola, Florida Domestic Partnership Registry.

SECTION 2. Fire suppression employees may be allowed thirty-six (36) consecutively scheduled hours; fire prevention employees may be allowed three (3) eight hour consecutive calendar days of leave.

SECTION 3. Funeral leave shall be compensated at the straight-time rate of pay for each hour the employee would have worked had the employee not been absent on such leave. The Employer may request verification of the death.

The City recognizes that the above policy does not cover every situation and that the days provided will not necessarily always be sufficient. For this reason employees may, with the approval of the Fire Chief or his/her designee use PTO leave to supplement the funeral leave policy.

ARTICLE (26)

INCENTIVE PROGRAM

SECTION 1. Educational salary incentive compensation for firefighters shall be paid from the general fund of the City.

SECTION 2. Educational salary incentive compensation for firefighters shall be paid only to those uniformed active firefighters, and not to fire pensioners.

SECTION 3. The Fire Incentive Program shall be managed per the Fire Incentive Policy as established and maintained by the Human Resources Division upon the abolishment of the Fire Incentive Board by City Council on August 11, 2016.

SECTION 4. Any unit member at the rank of Professional Firefighter or higher may receive up to one hundred thirty dollars (\$130.00) monthly through the education salary incentive program as follows:

(1) Basic certifications.

- a. Twenty-five dollars (\$25.00) monthly allowance payable after one year on the job and full certification.
- b. Certification indicates that the individual has successfully completed the state requirements for fire as delineated by the Florida Firefighters Standards and Training Council.

(2) Career development.

- a. Twenty dollars (\$20.00) monthly allowance payable for each eighty (80) hours completed of approved courses.
- b. Career development is defined as courses that may be taken which are generally not considered purely academic in nature. The amount indicated does not include the basic twenty-five dollars (\$25.00) monthly allowance for basic certification.
- c. There are three (3) levels within the career development track:
  1. Level I. The maximum any Professional Firefighter or Lieutenant (with certification) may obtain by completing the approved courses is forty dollars (\$40.00) monthly; provided, further, that he has never been listed on the roster for promotion within the Fire Department of the City.

2. Level II. The maximum any Professional Firefighter or Lieutenant may obtain by completing the approved courses is sixty dollars (\$60.00) monthly; provided further that he has become eligible and has appeared on the roster for Fire Lieutenant, Engineer or above within the Fire Department of the City and has completed approved management courses. Successful completion of management courses without being on or having appeared on the City's roster for appointment to Fire Lieutenant or above will not qualify an individual for this level.

3. Level III. Maximum allowed for Lieutenant or above who has completed approved management courses is eighty dollars (\$80.00) monthly.

(3) Academic development.

a. Academic development denotes the amount paid for an approved associate's degree, bachelor's degree or equivalent. No payment is made if an applicant is hired with one of these degrees until one full year on the job. No payment is allowed until the degree is completed or sixty (60) approved equivalent semester hours are accumulated and presented for certification to the fire education incentive board. The amount indicated does not include the basic twenty-five dollars (\$25.00) monthly allowance for basic certification.

b. Thirty dollars (\$30.00) monthly allowance payable for approved A.A. or A.S. degree, or sixty (60) equivalent and approved hours.

c. Eighty dollars (\$80.00) monthly allowance payable for approved B.A. or B.S. degree. The eighty dollars (\$80.00) is inclusive of the thirty dollars (\$30.00) previously described under subsection (3) b herein.

SECTION 5. The most payable monthly under academic development without any career development courses is:

(1) Associate's degree or equivalent, thirty dollars (\$30.00) plus twenty-five dollars (\$25.00) equals fifty-five dollars (\$55.00).

(2) Bachelor's or higher degree, eighty dollars (\$80.00) plus twenty-five dollars (\$25.00) equals one hundred five dollars (\$105.00). The eighty dollars (\$80.00) is inclusive of the thirty dollars (\$30.00) paid for the associate's degree or equivalent.

SECTION 6. The maximum monthly payment is one hundred thirty dollars (\$130.00). This can only be achieved after one full year of service to the City within the Fire Department as a uniformed firefighter, state recognized certification as a firefighter and a combination of career development courses as approved by the fire education incentive board, and at least a two-year college degree.

**SECTION 7.** Any compensation provided for pursuant to this Article shall be offset by the amount of any supplemental compensation received from the state pursuant to F.S. section 633.382.

ARTICLE (27)

LEGAL COUNSEL

The defense of civil actions against bargaining unit employees shall be governed by the provisions of Florida Statutes 111.07 and 111.071.

ARTICLE (28)

OUTSIDE EMPLOYMENT

Employees covered by this Agreement may, upon prior written application and approval by the City Administrator or his/her designee accept outside employment, provided that no such outside employment conflicts with the employees' duties as may be assigned and required from time to time by the Employer, interferes with the availability of the employee for such duties, and does not constitute a conflict of interest. Continued efforts by the City to cooperate with employees in permitting outside employment will not be construed as a waiver of the City's right to require unscheduled overtime and to require that its employees be available for emergency services and other required duties during off-duty hours.

Employees currently engaged in outside employment shall report such employment to the City Administrator within thirty (30) days of the effective date of this Agreement.

Disputes concerning approval or disapproval of outside employment shall be subject to the grievance/arbitration procedure.

ARTICLE (29)

COURT APPEARANCES

An employee required as the result of the work they have performed for the Employer to appear in court, at a deposition, or at any hearing, shall be compensated for the time necessary for such appearance as if such time were time worked under this Agreement.

ARTICLE (30)

ACCOMMODATIONS AND MAINTENANCE

SECTION 1. The City reserves the right to determine the accommodations they will provide at each station, including but not limited to kitchen supplies, telephones, cooking equipment, laundering equipment, television, radios.

SECTION 2. Common Mess

All stations meals will be conducted under a common mess with contributions by each employee on a shift, even if the employee chooses not to eat the meal.

The City shall not be responsible to collect contributions or contribute to the meal arrangements.



ARTICLE (31)

UNION BUSINESS

SECTION 1. The Union, and all employees covered by this Agreement, shall comply with the requirements and prohibitions of Section 447.509, Florida Statutes, and Section 9-4-3 of the City of Pensacola Code.

SECTION 2. The Union, and all employees covered by this Agreement, agree to comply strictly with the requirements of Chapter 496, Florida Statutes.

ARTICLE (32)

BULLETIN BOARDS

SECTION 1. The City agrees to provide space for the Union to erect, at the Union's expense, one bulletin board, not to exceed thirty-six inches (36") by thirty-six inches (36"), at each station. The location of each bulletin board shall be approved by the Fire Chief or his designee. The Union shall be responsible for purchasing and erecting boards.

SECTION 2. These bulletin boards shall be used for posting Union notices, but restricted to:

- a. Notices of Union recreational or social affairs
- b. Notices of Union elections and results of such elections
- c. Notices of Union meetings
- d. Notices of Union appointments and other official Union business
- e. Minutes of Union meetings

All costs incidental to preparing and posting of Union materials shall be borne by the Union. The Union is responsible for posting and removing approved material on designated bulletin boards and maintaining such bulletin boards in an orderly condition.

## ARTICLE (33)

### LAYOFFS AND RECALLS

SECTION 1. The Employer may lay off employees whenever, in its sole discretion, it determines a reduction in workforce to be in the best interests of the City. The City will certify the number of excess employees and classes/ranks to be reduced and/or eliminated.

SECTION 2. For the purposes of this article, reductions and layoffs will be determined by statutory requirement (i.e. veteran preference in retention) and by seniority. The employee standing lowest within the class or rank to be eliminated will be the first reduced in rank. This method of reduction continues until the certified number of employees in the lowest rank has been discharged. When employees have equal seniority within the rank, seniority will next be determined by the length of the employee's continuous service in the Fire Department as shown in the employer's records. An employee's length of service for these purposes is deemed continuous while on leave due to illness, accident, or a status protected by law, such as military service.

SECTION 3. Employees who have been laid off are responsible for maintaining up-to-date information on file with the City, including the address to which a return-to-work notice would be sent.

SECTION 4. Employees will be recalled based on seniority as described above. By certified letter to the address on file, the City will notify a recalled employee at least three (3) weeks prior to the date the individual is to report to work. The recalled employee must respond within three (3) days of notification. The employee may be required to update personal information and to complete an employment screening process to ensure he or she is qualified to return to work.

SECTION 5. Any recalled employee who fails to respond within three (3) days after notification, or fails to comply with these conditions, or fails without an excuse the City regards as reasonable to report for work, shall be considered to have abandoned his/her position.

## ARTICLE (34)

### HOLIDAYS

#### SECTION 1. Personal Holidays

Employees will receive two twenty four (24) hour days, of personal holiday time per year. At least one 24 hour personal holiday must be taken prior to July 1st of each year. If this day is not taken, then the day will be forfeited. These personal holidays may be taken up to but no later than December 31st of each year. Approval must be granted by the Fire Chief or his/her designee. Such approval shall not be unreasonably withheld.

However, in the first year of employment individuals who start working during the month of January, February and March will receive two personal holidays; those hired from April 1st through September 30th will receive one personal holiday; and those hired from October 1st through December 31st will not receive any personal holidays until January of the following year.

#### SECTION 2. Holiday Pay

Effective upon ratification of this Agreement, all bargaining unit members shall be paid twelve (12) hours holiday pay at the overtime rate of time-and-one-half their regular rate of pay for New Year's Day; Martin Luther King Jr. Day, Memorial Day; July 4<sup>th</sup>; Labor Day; Veteran's Day; Thanksgiving Day, the Day After Thanksgiving; and Christmas Day.

#### SECTION 3. Anniversary Personal Holiday (PH)

Employees shall receive 24 hours of anniversary holiday personal leave for the completion of each five years of service to the City during their career. Anniversary PH hours shall be awarded in the employee's fifth year anniversary month. Anniversary PH hours must be used within 12 months of being earned.

## ARTICLE (35)

### VACATION SCHEDULE

#### ANNUAL SELECTION

SECTION 1. Each month will be segmented into two vacation periods, each containing six vacation slots being five shifts in length (approximately two weeks). There may be two (2) Fire Captains, or two (2) Fire Lieutenants or one (1) of each rank; and two (2) Lieutenants or two (2) Firefighters per watch on vacation during each vacation slot at the same time.

SECTION 2. The selection process will be as follows: Employees within each watch will choose their first vacation by rank. Fire Captains, will choose by seniority in rank, followed by Lieutenants and then Professional Firefighters. Within each rank, selection will be made by seniority in rank. Fire Captains and Fire Lieutenants on the same watch, stationed at single truck stations, may not choose coinciding vacation slots, except with approval; of the Battalion Chief.

After all employees have made their first selection, employees shall choose their second and third vacation under the same terms and conditions of the first selection.

#### REMAINING VACATION SELECTION

SECTION 3. After all first, second and third selections have been completed; if there are available remaining open vacation slots of the initial six that were available daily, employees shall be permitted to take PTO as vacation leave on a day-by-day and first-come, first-approved basis with approval of the Battalion Chief provided the request is made to the Battalion Chief not later than 7:00am the morning of the shift for which the employee requests to utilize the leave.

For purposes of this Article, employees on other forms of leave (i.e. funeral leave, administrative leave, union leave, pension school leave, PTO as sick leave, personal holiday, anniversary personal holiday, special assignment, workers compensation leave, military leave or, leave of absence etc.) shall not be counted against the six available daily slots that are available for bargaining unit members to utilize PTO as vacation.

ARTICLE (36)

LEAVE PROGRAMS

SECTION 1. Personal Time Off -Leaves of Absence.

Personal time off (PTO) is established for the purpose of providing employees leave for a variety of vacation, personal business, illness, medical or dental appointments, and family. It replaces leave formerly known as sick and annual leave.

(1) Employee responsibility.

Employees are required to arrange and obtain prior/advance approval of personal time off leave. In the case of illness, supervisors may consider same day request.

a. In any case of absence on account of illness, an employee may be required by his department to file a doctor's certificate with the city clinic, and all absences due to illness or injury of more than three (3) days' duration shall require the employee to provide a doctor's certificate to the City Clinic stating:

- 1) The nature of illness or injury;
- 2) That the employee was incapacitated for work for the duration of his absence;
- 3) The employee is physically able to return to work and perform his duties;
- 4) That the employee has no contagious disease, which would jeopardize the health of other employees.

b. If an employee is habitually or chronically absent, a supervisor may require medical evidence to be provided to the City Clinic concerning any illness or injury beginning with the first day of absence.

c. If an employee is absent and an excuse is felt necessary, the Fire Chief or designee may request the City Nurse to verify the reason for absence.

(2) Record keeping.

No employee will be granted personal time off leave unless the time requested has already accrued prior to the leave period. Personal time off leave request shall be for a period of not less than one (1) hour and shall be in increments of not less than one (1) hour.

(3) Accrual of time.

Employees covered by this agreement will be credited thirty eight (38) hours personal time off for each month of service.

(4) Separation from service.

Employees who are separated from the service of the city in good standing by retirement, resignation, or layoff shall be paid the balance of their accrued PTO, but such pay shall not exceed the maximum of seven hundred twenty (720) hours. In no case shall an employee be paid against whom disciplinary action is being taken or is otherwise leaving city employment not in good standing.

SECTION 2. Leave Sharing Program

A leave sharing program is hereby established for all employees. The City Administrator shall establish the procedure by which the Chief Human Resources Officer shall administer the leave-sharing program. This leave-sharing program shall be administered in keeping with the area practices and within the financial limits as set forth by the council. Unless otherwise provided for by the council or by law, shared personal time off (PTO) leave of more than 30 days shall be considered non-salaried supplement, and shall not be utilized in the calculation of pensions, deferred compensation(s), longevity and other benefits.

a. Scope and Purpose

The leave sharing program will allow employees to donate unused Personal Time Off (PTO) leave to co-workers who are seriously ill or have family members who are ill, and have exhausted their own leave.

This leave-sharing program operating on a case-by-case donation basis encourages employees with unneeded leave to donate leave to employees coping with personal tragedy.

b. Eligibility

The employee requesting donations of leave must have:

- worked for a minimum of six (6) months; and
- exhausted all earned leave.

c. Leave Use

Request for leave can be made for:

- the employee's own serious health condition as defined by the federal Family and Medical Leave Act, or

- the serious health condition of a family member, defined, as spouse, children, stepchildren, parent, stepparent, brothers, sisters, stepbrothers, stepsisters, mother-in-law, father-in-law, grandparents, grandchildren, aunt or uncle.

d. Leave Donation Restrictions

Employees can donate up to half the leave they have available in their PTO and Auxiliary PTO accounts. Employees may receive up to six (6) months maximum of donated leave. Donated leave of more than 30 days will be considered a non-salaried supplement and shall not be utilized in the calculation of pensions, deferred compensation(s), and accrual of time credited to an employee's longevity. The city will continue to pay their portion toward the group insurance plans, social security replacement, and longevity pay. Donated leave is not considered time worked, and the employee receiving the donation will not accrue leave in their PTO account while on donated leave. Donated leave must be submitted in advance for use and cannot be used retroactively.

e. Administration

An employee donating leave must complete a leave transfer form (PF-306) and turn the form into the Chief Human Resources Officer for verification of leave balance. This form will be forwarded to the Financial Services Department for processing. Employees receiving leave will be awarded leave hours based on the "cash value" of the donated leave.

f. Tax Treatment

Employees who donate leave are not subject to any taxes because of their donation. However, employees who receive donated leave are subject to regular income tax and it will be reported as income.

SECTION 3. Leave Accrual

The PTO leave balances for members of the bargaining unit shall be compensated by the City from a maximum accumulation of 720 hours. Hours accumulated above 720 will not be compensated. Hours that are accumulated in excess of 720 hours per year will be transferred to an auxiliary leave account, restricted for FMLA leave use.



## ARTICLE (37)

### PENSIONS

SECTION 1. The Firefighters' Relief and Pension Fund shall be administered according to State Law and City Ordinance.

SECTION 2. Firefighters' Relief and Pension Fund Changes:

The Union agrees to cooperate with the City of Pensacola in making the following changes to the existing Firefighters' Relief and Pension Fund provisions as soon as practical:

#### OT TOWARDS PENSION:

- 300 hours of annual OT will remain pensionable for those employees vested as of June 10, 2015.
- 200 hours of annual OT will be pensionable for those employed but NOT vested as of June 10, 2015.
- 0 hours of annual OT will be pensionable for those employees HIRED AFTER June 10, 2015.
- All of these pensionable OT caps DO NOT include OTA.

#### CALCULATION OF FINAL COMPENSATION FOR PENSION

- Those employees with 20 years or more of service as of June 10, 2015 continue with calculations of average final compensation based on best 2 out of the last 5 years.
- Those with less than 20 years of service as of June 10, 2015 will have their average final compensation for pension calculated based on best 5 out of the last 5 years.

#### CITY DROP PROGRAM

For purposes of this article only:

- Those employees in the DROP or entering the DROP on or before June 10, 2015 will continue to receive status quo.
- Those employees who enter the DROP AFTER June 10, 2015 will receive a 1.3% guaranteed rate of return on their DROP monies BUT will NOT receive COLA on their DROP funds / pension while participating in the DROP.

## COLA FOR FUTURE RETIREES

Those employees participating in the DROP on or BEFORE June 10, 2015 will continue to receive status quo with respect to COLA adjustments on post-DROP retirement benefits.

- Those employees entering the DROP AFTER June 10, 2015 will be eligible to receive UP TO a maximum 2% annual COLA on their post-DROP retirement benefits (using the same formula that has always been used)
- Employees hired AFTER June 10, 2015 will be eligible to receive UP TO a maximum 1.25% COLA on their post-DROP retirement benefits (using the same formula that has always been used.)

## SPOUSAL BENEFIT & SOCIAL SECURITY REPLACEMENT

- All employees HIRED BEFORE June 10, 2015 will continue to receive the spousal benefits as currently provided for in the plan documents.
- Those employees hired AFTER June 10, 2015 will be eligible for a spousal benefit in the same manner that spousal benefits are available to Florida Retirement System (FRS) participants. However, those employees Hired AFTER the date of the pension changes will also be offered a social security replacement plan commensurate with the Plan provided to the City's Police Officers.

## PENSION CONTRIBUTIONS

- Pension contributions for ALL employee, including those hired in the future will remain at 11%.

## MILITARY BUY BACK

- The City will continue to offer an actuarially determined cost-neutral Military Buy-Back Plan that is commensurate with the Plan offered to the City's Police Officers.

All other portions of the existing Chapter 175 pension plan shall remain unchanged.

SECTION 3. The Officers of Local 707 will cooperate with the City's representatives in meeting with members of the Legislative Delegation in an effort to get the above provisions approved by the State Legislature during the 2018 State of Florida Legislative Session. This cooperation may include meetings with elected officials at their offices in and around Pensacola, meetings with elected officials at their offices in Tallahassee, drafting letters of support and seeking the assistance of Officers of the Florida Professional Firefighters in getting the necessary legislation passed during the 2018 Legislative Session.

SECTION 4. Pursuant to Florida Statute 175.351 the Firefighters; Relief and Pension Plan will provide for a 401 Deferred Contribution Plan with the Firefighters' Relief and Pension Plan. Pursuant to Florida Statute 175.351 mutual consent is required for deviations from the default rules on the uses of premium tax revenues. The Firefighters' Relief and Pension Plan states the following use of the insurance proceeds in Article VI Section 4(b). "By the net proceeds of the 1.85-percent excise or license tax levied and collected under the authority of chapter 19112, Laws of Florida, 1939, as amended, which may be imposed by the City of Pensacola upon certain insurance companies or other insurers against loss by fire and tornado on their gross receipts of premiums from holders of policies, which policies cover property within the corporation limits of such municipality, or any additional amount that may hereafter be levied and collected. This revenue shall be used first to fund the cost-of-living adjustment provision, then the benefit for seventy-five (75) percent of compensation with twenty five (25) years of service on normal pension benefits, and then any remaining amount shall be used for the remaining benefits of the plan. If the receipt of this money is not sufficient to pay all benefits of the plan, nevertheless, all benefits of the plan shall be paid." As a part of the contract both parties mutually consent to the use of insurance proceeds and any accumulated insurance proceeds balance (reflected in the Firefighters' Relief and Pension Plan actuarial valuation) as stated in this paragraph.

ARTICLE (38)

SECTION 125 PLANS

SECTION 1. The City will make available a Section 125 plan on a group basis to bargaining unit employees to the same degree that such a plan is provided to other non-managerial City employees.

SECTION 2. The City reserves the right to terminate or alter provisions of the Section 125 plan or any part thereof for unit members on the same terms as all other City employees, but agrees to provide the Union notice and an opportunity for the Union to request and participate in impact bargaining before the change is made.

SECTION 3. The wages of employees for pension contributions and pension benefit purposes will be based on the gross wages, before the Section 125 redirection.

SECTION 4. Nothing herein, or in the Section 125 plan, except requirements established by the Internal Revenue Service governing the administration of such plans, shall affect the provisions for Health and Life Insurance under Article XV.

SECTION 5. If the City implements a Retirement Health Savings Plan during the life of this contract the collective bargaining members will be eligible at implementation date.

ARTICLE (39)

DEFERRED COMPENSATION

SECTION 1. Bargaining unit members will be eligible to participate in the deferred compensation program, as established under Article IV Deferred Compensation Plan, Division 1. "For Non-Social Security Participants employed since January 1, 1960" of the Pensacola Code, as it conforms to Section 457 of the U.S. Internal Revenue Code, provided that the City will make no contributions to the deferred compensation account of any employee participating under this plan.

SECTION 2. Any employee under this collective bargaining agreement will be allowed to enter the plan at each annual enrollment period.

ARTICLE (40)

BENEFIT MEETINGS

SECTION 1. Upon request of the Union, representatives of the Human Resource Division will have the opportunity to meet with bargaining unit members to explain to them the provisions of the benefit programs adopted by this bargaining agreement. The times and places for these presentations will be scheduled in coordination with the Fire Chief during scheduled work hours.

ARTICLE (41)

FAMILY LEAVE

The City will comply with the Family Medical Leave Act. The Fire Chief will work closely with the Chief Human Resources Officer, on a case-by-case basis, to determine if a reasonable amount of additional time beyond FMLA benefits is justified to allow the employee to return to full duty work.

ARTICLE (42)

MINIMUM STAFFING

SECTION 1. MINIMUM STAFFING – The City agrees to maintain the following minimum levels of daily staffing in the fire department:

A. 5 Engines each staffed as follows:

1 Captain or Acting Captain

1 Lieutenant or Acting Lieutenant

1 Firefighter

B. 1 Engine (Engine 4) staffed as follows:

1 Captain or Acting Captain

1 Lieutenant or Acting Lieutenant

2 Firefighters

C. 2 Ladders each staffed as follows:

1 Captain or Acting Captain

1 Lieutenant or Acting Lieutenant

1 Firefighter

In addition, the City shall maintain one Battalion Chief and two full time professional fire personnel for a total of twenty-eight (28) full-time personnel to be staffed each day.

Apparatus staffing levels may be temporarily reduced during times when an Engine or Ladder is placed out of service temporarily for maintenance or training and shift personnel may be temporarily reassigned or deployed in other response capacities for special events, marine/water emergencies etc. provided these periods of time do not exceed four (4) hours.

SECTION 3. HAND-HELD RADIOS

The City agrees to provide each on-duty Firefighter, Lieutenant and Captain a hand-held radio while on duty with the City.

SECTION 4. SUNSET PROVISION

Notwithstanding Section 2 of Article 53, this Article 42 will expire on September 30, 2020, which is the end of the term of this collective bargaining agreement as defined in Article 53, Section 1 herein.



ARTICLE (43)

IAFF ACTIVITIES

The Employer will grant two hundred (200) hours annually for use as IAFF Pool Time. Members of the bargaining team may arrange swaps for any hours above the 200 hours. This time shall be used for the purpose of attending or handling a grievance meeting, negotiating session, arbitration, or attendance at IAFF functions. Approval of such time shall be authorized by the IAFF President, Vice-President, Treasurer, or Secretary. Time will be charged in increments of one (1) hour. The IAFF may rollover not more than a total of two hundred (200) unused hours to subsequent contract. Employees receiving leave will be awarded leave hours based on the "cash value" of the donated leave.

ARTICLE (44)

PRINTING OF AGREEMENT

The City will furnish one (1) copy of the final signed and fully executed agreement following ratification by the City Council to the Union.

ARTICLE (45)

ANNUAL MEETING

The Union Executive Board shall meet on an annual basis for a maximum of one (1) hour, during the first 10 days of August each year with the City Administrator and the Chief Human Resources Officer to discuss issues that may benefit both the City and the collective bargaining unit.

## ARTICLE (46)

### EMPLOYMENT OF RELATIVES

The purpose of this policy is to allow all candidates an equal opportunity for employment and advancement with the City of Pensacola, while prohibiting favoritism and avoiding conflicts of interest regarding relatives of employees.

#### Definition:

Relatives are defined as: father, mother, son, daughter, brother, sister, uncle, aunt, grandparent, grandchild, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister or registered domestic partner and their family as defined in Article 25.

#### Prohibited Relationships

1. Appointing authorities may not appoint, employ, promote, transfer, or advance any relative in or to a position where the appointing authority exercises jurisdiction or control.
2. The appointment, employment, promotion, advancement, or transfer of a relative into any division, activity, or section is prohibited if the action creates a relationship where a relative would supervise (directly or indirectly), make or influence personnel decisions concerning a relative, or creates a conflict of interest or the appearance of a conflict of interest. Prior to relatives being employed in the same career ladder or series, one must be enrolled in the city's Deferred Retirement Option Plan (DROP).

This rule does not prohibit continued employment of employees becoming relatives by marriage while working in the same division, activity, or section, so long as a prohibited relationship is not created.

Appointment, employment, promotion, advancement, or transfer of relatives within a division, activity, or section must be specifically authorized by the City Administrator.

## ARTICLE (47)

### DRUG FREE WORKPLACE

Members of the collective bargaining unit agree to be active participants in the City's drug-free workplace program and comply with the drug-free workplace policy. The Employer's policy is to employ a workforce free from the use of illegal drugs either on or off the job, and free from alcohol in the workplace. Any employee determined to be in violation of this policy is subject to disciplinary action up to and including termination, even for the first offense. It is a Standard of Conduct of the Employees of this Employer that employees shall not use illegal drugs or abuse legal ones. In order to maintain this standard, the Employer shall establish and maintain the programs and rules set forth here.

Testing to be included in this provision includes the following situations:

1. Pre-hire testing of all new safety sensitive employees.
2. Testing of active safety sensitive employees randomly as directed by the City Clinic. Lists are to be produced monthly and shall include all "certified" personnel in the fire department from the rank of Fire Chief and below. Lists will be generated and managed through the City's third party testing center. Random lists are not to include more than 5% of the total number of active participants in the fire department at the time of the list generation.
3. Routine fitness for duty tests as directed by the City Clinic.
4. Reasonable suspicion testing in accordance with the City's Drug Free Workplace policy in effect on the date of ratification of this agreement.
5. Post-accident. Any employee of the collective bargaining unit involved in an accident while at work. This includes both accidents that result in personal injury as well as any accidents that occur while the employee is driving a City vehicle. The employee should contact their supervisor or the City Clinic immediately following an accident to make sure required alcohol and drug testing procedures are followed.
6. Return-to-duty and follow-up testing in accordance with the City's Drug Free Workplace Policy.

Applicants and/or Employees who are directed by the City Clinic staff or supervisor to report to the Clinic or an approved collection facility for a drug/alcohol test and refuse to take a drug or alcohol test may result in a refusal to hire and/or termination; the employee forfeiting his or her eligibility for medical or indemnity benefits under State Worker's Compensation; and is cause for disciplinary action up to, and including, dismissal of the employee which may also cause denial of Unemployment Compensation.

It is the Employer's policy that an employee found with the presence of illegal drugs and/or alcohol in his/her system, in possession of, using, selling, trading, or offering for sale illegal drugs during working hours, at government functions, or on City premises (including parking lots) may be subject to disciplinary action up to and including discharge. The use of any over the counter products that contain illegal drugs is expressly prohibited. Anyone observing a violation of this policy must report it to his or her immediate supervisor, and that violation be reported to the Department Administrator.

Drugs prescribed by the employee's physician may be taken during work hours. The employee should notify the supervisor if the use of properly prescribed medication will affect the employee's work performance. Abuse of prescription drugs will not be tolerated.

As a condition of employment, employees must abide by the terms of this policy and must notify the Employer in writing of any conviction of a violation of a criminal drug statute immediately and/or as soon as possible based on the factors involved in the situation but to be reported PRIOR to the employee returning to work.

All provisions contained in the City's Drug Free Workplace and Vehicle Use Policies (in effect on the date of the ratification of this Agreement) are incorporated in this Article unless specifically addressed herein.

ARTICLE (48)

SAFETY COMMITTEE

The City agrees to the formation of safety committees which will conform to the requirements of Chapter 633, Florida Statutes. The committees will have the following features:

- There will be one safety committee, composed of members appointed by the Battalion Chief of each watch and a fourth member appointed by the Union.
- The function of the safety committee will be in conformance with the rules and regulation promulgated by the Division of State Marshal.
- The Fire Chief or his designee will confer with the safety committee.

ARTICLE (49)

OPEN ARTICLE



ARTICLE (50)

CONTRACT REOPENERS

There shall be no Contract Reopeners during the term of this agreement.

## ARTICLE (51)

### EDUCATIONAL REIMBURSEMENT PROGRAM

#### SECTION 1. PURPOSE

The educational reimbursement program encourages personal development through formal education so that employees can maintain and improve job related skills or enhance their ability to compete for reasonably attainable jobs within the City of Pensacola. Individual courses that are part of a degree, licensing, or certification program must be related to the employees current job duties or a foreseeable future position. The City of Pensacola will reimburse employees for the costs of obtaining undergraduate or graduate degrees in accordance with the provisions of this policy. Employees should contact Human Resources for more information about educational reimbursement.

#### SECTION 2. FUNDING LIMITS

The City shall provide bargaining unit members with a pool of money available for educational reimbursement (in accordance with this policy) that shall be capped at \$ 20,000 per fiscal year. It is understood that these funds will be available on a first come, first serve basis and there shall be no reimbursement for that fiscal year after the annual \$ 20,000 funding has been exhausted for that year.

Reimbursement will be available during each fiscal year for courses that have a COMPLETION date between October 1<sup>st</sup> and the following September 30<sup>th</sup> for that fiscal year. There shall be NO reimbursement for any courses that had a completion date prior to October 1, 2014.

#### SECTION 3. APPLICATION

Employees seeking educational reimbursement for completion of a certification course that is listed on the pre-authorized list must submit a copy of his or her final grades/certificate of completion within forty-five (45) days of completion of the course, to the Fire Chief or designee to be forwarded to the Chief Human Resources Officer for final review and payment. The employee also must submit a receipt issued by the educational organization indicating the class has been paid in full and there is a zero balance due. The employee is responsible for ensuring there is money available from the annual reimbursement allotment. Employees participating in pre-authorized training courses both acknowledge and understand that they will not be reimbursed for courses beyond the allotment of funding establish for the education reimbursement benefit. The pre-authorized list of eligible courses will be mutually agreed upon by City management and the union. Courses will not be added or removed without mutual consent of the Chief Human Resources Officer, the Fire Chief, and the union president.

Employees requesting educational reimbursement for courses not listed on the pre-authorized list must, prior to registration, submit an application for reimbursement on the Application for Education Benefits Form (PF-202), to the Fire Chief or designee for approval prior to class registration. Each course must be part of a curriculum related to an employee's present position with the City or a

reasonable promotional objective as determined by the Chief Human Resources Officer. Once this determination has been made, then the approved request form (PF 202) will be submitted by the Fire Chief or designee to the Human Resources Division, before course registration commences.

In order to receive reimbursement, an employee must submit a copy of his or her final grades within forty-five (45) days of completion of the course, to the Fire Chief or designee to be forwarded to the Chief Human Resources Officer for final review and payment. The employee also must submit a receipt issued by the educational organization indicating the class has been paid for and there is a zero balance due.

When an employee has received advance approval for education reimbursement, following the receipt of grades at the end of a course, the employee must have achieved a grade of "C" or better; however, an employee will not receive reimbursement by the City for any course for which the employee has also received reimbursement or payment from any other source.

The City encourages all employees to utilize courses offered by the University of West Florida or Pensacola State College. Approved reimbursement will be made at the prevailing hourly course rate for "in state" students, utilized at the University of West Florida or at Pensacola State College, respectively.

Employees who otherwise meet the educational reimbursement criteria set forth above but who elect to attend a college or university other than the University of West Florida or Pensacola State College may receive reimbursement in an amount not to exceed the higher rate of the University of West Florida or Pensacola State College. If attending a college or university that allows a deferred payment plan, the employee is responsible for any payment to that institution exceeding the cost set forth in the above criteria. The City will not be responsible for payment to that institution, if the rate exceeds the prevailing "in state" rate of the University of West Florida or Pensacola State College.

#### SECTION 4. REPAYMENT OBLIGATIONS

Employees seeking to receive educational reimbursement from the City of Pensacola shall accept a contractual employment condition obligating the employee to remain in the employment of the City of Pensacola for a period of six months for each 15 hours of paid reimbursement. This obligation shall be cumulative in nature. Employees who voluntarily sever employment with the City of Pensacola prior to fulfilling the employment obligations set forth above shall reimburse the City of Pensacola for any remaining balance of educational reimbursement, and employees will be obligated to consent to pay such balance from any funds in the possession of or managed by the City of Pensacola before any remaining balances are paid to the terminating employee.

Employees receiving tuition payment for vocational credits such as enrollment in the fire academy are subject to a repayment agreement to be executed by the employee prior to entering into the vocational education program. In the event that such an employee should voluntarily terminate his or her employment with the City within two (2) years of receipt of amount paid by the City to attend the fire academy, the employee shall be contractually responsible for repayment to the City of the cost incurred to attend such school. Employees will be required to consent in advance to allow the

City to recoup such funds from any funds in the possession of or managed by the City of Pensacola prior to the employee receiving the balance of such funds after reimbursement has been made.

#### SECTION 5. EDUCATIONAL REIMBURSEMENT BENEFITS

Required Courses: The City will reimburse 100% of tuition books, and fees for any employee attaining a "C" grade or better in a course that is required by the City. Upon completion of the course, all books or course material will become property of the City.

Voluntary Job-Related Courses: The City will reimburse 100% of the tuition up to the prevailing in state rates at either Pensacola State College or University of West Florida, only for any employee who voluntarily takes a course which is directly related to their job, and who attains a "C" grade or better in the approved course. The Fire Chief or his designee will be the signing authority on determining if a course is job related, along with review by the Chief Human Resources Officer for reimbursement purposes.

Non-Job Related Courses: The City will reimburse 50% of tuition only for any employee who voluntarily takes a course and who attains a "C" grade or better even though that course is not job related.

High School Diploma: Any employee wishing to obtain their high school diploma or G.E.D. will be reimbursed 100% for any tuition, book or fee expenses they may incur.

Tax Status: All educational reimbursements are subject to income tax laws and regulations as determined by the Internal Revenue Service. Employees may have to report any amounts received under the Educational Reimbursement Plan as taxable income.

## ARTICLE 52

### ENTIRE AGREEMENT

SECTION 1. This Agreement constitutes the entire agreement between the City and the Union. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. If, at any time during the term of this Agreement, the parties arrive at any agreement which adds to, deletes, or waives any of the terms of the Agreement it will be reduced to writing and signed by both parties.

SECTION 2. This Contract constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by both parties.

ARTICLE 53

TERM OF AGREEMENT

SECTION 1. This Agreement shall be in full force and effect from 12:00 a.m. October 1, 2017 through 11:59 p.m. September 30, 2020.

SECTION 2. With the exception of Article 42 herein, if no new or successor agreement has been reached by September 30, 2020, then this Agreement will stay in effect until a new contract is ratified.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and representatives.

FOR THE CITY OF PENSACOLA

IAFF LOCAL 707

\_\_\_\_\_



City Administrator

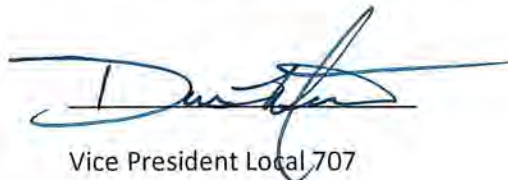
President, Local 707

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

Date: 7-25-17



Fire Chief



Vice President Local 707

Date: 7-25-17

Date: 7-25-17

ATTEST:

\_\_\_\_\_

City Clerk

THE DATE OF RATIFICATION OF THIS CONTRACT IS:

## APPENDIX A

### FY 2018 Salary Adjustments for the Classification of Professional Firefighter

Last Name	First Name	Current Annual Salary (w/OTA)	Annual Salary Effective 10-1-17 (w/OTA)
ELLIOTT	ERIC	\$32,458.66	\$33,475.00
REED	KYLE	\$32,364.54	\$33,475.00
PASSIONE	KYLE	\$32,288.10	\$33,475.00
WOODBIDGE	DYLAN	\$32,288.10	\$33,475.00
CLARK JR	CHARLES	\$32,287.58	\$33,475.00
DARR	TRAVIS	\$32,257.68	\$33,475.00
HODGES	DAMON	\$32,257.68	\$33,475.00
MILLS	MATTHEW	\$32,257.68	\$33,475.00
MILTON III	DONN	\$32,257.68	\$33,475.00
SCALLAN	DAVID	\$32,257.68	\$33,475.00
STIMMELL	CHAD	\$32,257.68	\$33,475.00
SZELIGA	JOSHUA	\$31,681.26	\$33,475.00
AVERA	STEWART	\$31,671.12	\$33,475.00
KOWALLIS	STEVEN	\$31,640.70	\$33,475.00
BACHER	BRIAN	\$31,599.88	\$33,475.00
COOPER	DONALD	\$31,599.88	\$33,475.00
TIBBETT	BRANDON	\$30,971.98	\$32,500.00
BILARDELLO	ANDREW	\$30,946.50	\$32,500.00
DEL RIO	DANIEL	\$30,946.50	\$32,500.00
NEAL	AARON	\$30,946.50	\$32,500.00
STECROIX	RICHARD	\$30,946.50	\$32,500.00
WENDT	MATTHEW	\$30,946.50	\$32,500.00
ALLEN	JAMES	\$30,049.50	\$32,500.00
JONES	KEVIN	\$30,049.50	\$32,500.00
KING	NICHOLAS	\$30,049.50	\$32,500.00
MCCOMBS	JOSEPH	\$30,049.50	\$32,500.00
PRINCE	BARRETT	\$30,049.50	\$32,500.00
WAKELEY	KEVIN	\$30,049.50	\$32,500.00
WARD	BLAKE	\$30,049.50	\$32,500.00

Any new individuals hired into the classification of Professional Firefighter, either prior to or as of October 1, 2017, and not listed above, shall be adjusted to an annual compensation amount of \$32,500 on October 1, 2017. These new hires will not be eligible for the first year increase of 3%. Wage adjustments for FY 2018 and 2019 will be in accordance with the provisions within the collective bargaining agreement.

Created – June 29, 2017



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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File #: 17-00450

City Council

8/10/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

FIREFIGHTERS' RELIEF AND PENSION PLAN SPECIAL ACT

**RECOMMENDATION:**

That City Council authorize the Mayor to send changes to the Firefighters' Relief and Pension Plan Special Act to the State Legislature to comply with the provisions in the collective bargaining agreement with the Pensacola Professional Firefighters International Association of Firefighters (IAFF) Local 707. Further that City Council authorize the Mayor to take all actions necessary to effectuate the changes to the Special Act.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The Pensacola Professional Firefighters International Association of Firefighters (IAFF) Local 707 Collective Bargaining Agreement contained language for mutual consent between the IAFF and the City of Pensacola regarding the use of the State Insurance proceeds which the Firefighters' Relief and Pension Plan receives. Florida Statute Section 175.351 requires that a Defined Contribution Plan be established within the Firefighters' Relief and Pension Plan. Therefore, the Firefighters' Relief and Pension Plan Special Act amendments will need to be sent to the Local Delegation for the addition of the Defined Contribution Plan as required by Florida Statute.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

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**CITY ATTORNEY REVIEW:** Yes

7/26/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker, Jr., Chief Financial Officer  
Edward Sisson, Chief Human Resource Officer

**ATTACHMENTS:**

- 1) Tentative Firefighters' Relief and Pension Plan Special Act

**PRESENTATION:** No

An act relating to the Firefighters' Relief and Pension Fund of the City of Pensacola, Escambia County: amending chapter 21483, Laws of Florida (1941), as amended; providing for a defined contribution plan as required by Florida Law; providing severability; providing an effective date.

Section 34: Defined Contribution Plan.

- (a) ***Established.*** Pursuant to Section 175.351; Florida Statutes, a defined contribution plan to be entitled "Firefighters' Relief and Pension Fund Defined Contribution Plan" is hereby created. The purpose of this plan is to receive fifty percent (50%) of the excess insurance premium tax revenues over the insurance premium tax revenues received for calendar year 2012. The plan will not be funded if the City and the collective bargaining units come to mutual consent on an alternate use of the funds. The separate defined contribution plan hereby created shall be in addition to any other benefits available to the members under the Firefighters' Relief and Pension Fund and nothing herein shall in any way affect any other benefits that now or hereafter exist.
- (b) Any extra benefits to be provided or on behalf of participants of the Firefighters' Relief and Pension Fund Defined Contribution Plan shall be provided through individual accounts with each participant – directed investments and in accordance with section 401(a) of the Internal Revenue Code and its related regulations.
- (c) The City shall not be required to levy any additional taxes on its residents or to make any other contributions to the defined contribution plan.



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

File #: 17-00445

City Council

8/10/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

DISPOSITION OF SURPLUS PROPERTY- 300 BLOCK WEST INTENDENCIA

**RECOMMENDATION:**

That City Council approve the sale of 300 Block West Intendencia Street, parcel identification number 000S009070600038, account number 152120000 to the highest and most responsible bidder, P. Taylor Loftin, in the amount of \$115,000. Further that City Council authorize the Mayor to negotiate and execute all necessary documents related to the sale of the property.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The unimproved property located at 300 Block West Intendencia was approved by City Council as surplus property. The property is approximately 0.2222 acres and is zoned C-2. To facilitate the sale of the property, an RFP was issued and SVNCRE GROUP, LLC, a Florida limited liability corporation DBA Southland Commercial Real Estate (SVN) was selected to market the parcel and respond to inquiries related to the sale of the property at a commission rate of 6%.

In accordance with the Policy for Disposition of City-Owned Real Property, property owners within a 300 foot radius of the parcel received public notice of advertisement for bids for sale of surplus property by mail on May 11, 2017 and an appraisal of the property was conducted. The estimated market value of the subject property as appraised by Fruitticher-Lowery Appraisal Group on July 18, 2017 is \$109,000.

Seven (7) bids were received by SVN and the highest bid received was \$115,000, buyer to pay all closing costs except agent commission, from P. Taylor Loftin on June 23, 2017. The bid in the amount of \$115,000 is \$6,000 above appraised value.

**PRIOR ACTION:**

November 17, 2016 - City Council declared the City-owned unimproved real property located at 300 Block West Intendencia Street as surplus and authorized the Mayor to engage the services of a real estate professional from the City's list of qualified real estate professionals to market and sell the parcel.

January 12, 2017 - City Council approved the allocation of 100 percent of the proceeds from the sale of the property located at 300 Block of West Intendencia Street to the Housing Initiatives Fund.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

All costs associated with final transaction will come from sale proceeds with the remaining amount allocated to the Housing Initiatives Fund.

**CITY ATTORNEY REVIEW:** Yes

7/24/2017

**STAFF CONTACT:**

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

**ATTACHMENTS:**

- 1) Loftin Offer Letter - 300 Block West Intendencia
- 2) GIS Map - 300 Block West Intendencia
- 3) Appraisal - 300 Block West Intendencia
- 4) SVN Bid Sheet - 300 Block West Intendencia

**PRESENTATION:** No

**Vacant Land Contract**

1\* 1. **Sale and Purchase:** \_\_\_\_\_ City of Pensacola \_\_\_\_\_ ("Seller")  
 2\* and \_\_\_\_\_ P. Taylor Loftin \_\_\_\_\_ ("Buyer")  
 3 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")  
 4 described as:  
 5\* Address: \_\_\_\_\_ 300 BLK W INTENDENCIA ST 32502 \_\_\_\_\_  
 6\* Legal Description: BEG ON W LI OF REUS ST & E LI OF BLK 38 DONELSON TRACT 127 FT S OF NE COR  
 7 FOR POB S ALG E LI OF BLK 38 FOR 88 FT W AT...  
 8 \_\_\_\_\_  
 9 \_\_\_\_\_  
 10 \_\_\_\_\_  
 11\* SEC \_\_\_\_/TWP \_\_\_\_/RNG \_\_\_\_ of Escambia County, Florida. Real Property ID No.: 00-0S-00-9070-600-038  
 12\* including all improvements existing on the Property and the following additional property: \_\_\_\_\_  
 13 \_\_\_\_\_

14\* 2. **Purchase Price:** (U.S. currency) ..... \$ 115,000.00  
 15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:  
 16\* Escrow Agent's Name: \_\_\_\_\_ Shell, Fleming, Davis & Menge, P.A. \_\_\_\_\_  
 17\* Escrow Agent's Contact Person: \_\_\_\_\_ Charlie Hoffman \_\_\_\_\_  
 18\* Escrow Agent's Address: \_\_\_\_\_ 226 Palafox Place, 9th Floor, Pensacola, FL 32502 \_\_\_\_\_  
 19\* Escrow Agent's Phone: \_\_\_\_\_ (850) 434-2411 \_\_\_\_\_  
 20\* Escrow Agent's Email: \_\_\_\_\_ choffman@shellfleming.com \_\_\_\_\_

- 21 (a) Initial deposit (\$0 if left blank) (**Check if applicable**)  
 22\*  accompanies offer  
 23\*  will be delivered to Escrow Agent within \_\_\_\_\_ days (3 days if left blank)  
 24\* after Effective Date ..... \$ 2,500.00  
 25 (b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)  
 26\*  within \_\_\_\_\_ days (10 days if left blank) after Effective Date  
 27\*  within \_\_\_\_\_ days (3 days if left blank) after expiration of Feasibility Study Period ..... \$ \_\_\_\_\_  
 28\* (c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage) ..... \$ \_\_\_\_\_  
 29\* (d) Other: \_\_\_\_\_ \$ \_\_\_\_\_  
 30 (e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations)  
 31\* to be paid at closing by wire transfer or other Collected funds ..... \$ 112,500.00

32\* (f)  (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The  
 33\* unit used to determine the purchase price is  lot  acre  square foot  other (specify): \_\_\_\_\_  
 34\* prorating areas of less than a full unit. The purchase price will be \$ \_\_\_\_\_ per unit based on a  
 35 calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in  
 36 accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the  
 37\* calculation: \_\_\_\_\_

38 3. **Time for Acceptance; Effective Date:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy  
 39\* delivered to all parties on or before July 15, 2017, this offer will be withdrawn and **Buyer's** deposit, if  
 40 any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is  
 41 delivered. **The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer**  
 42 **has signed or initialed and delivered this offer or the final counter offer.**

43\* 4. **Closing Date:** This transaction will close on August 31, 2017 ("Closing Date"), unless specifically  
 44 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including,  
 45 but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,  
 46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business  
 47 day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property  
 48 insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If  
 49 this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and  
 50 other items.

51 **5. Financing: (Check as applicable)**  
52\* (a)  **Buyer** will pay cash for the Property with no financing contingency.  
53\* (b)  This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)  
54\* specified below ("Financing") within \_\_\_\_\_ days after Effective Date (Closing Date or 30 days after Effective  
55\* Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within \_\_\_\_\_  
56 days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,  
57 and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the  
58 Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be  
59 returned.

60\* (1)  **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ \_\_\_\_\_  
61\* or \_\_\_\_\_% of the purchase price at (Check one)  a fixed rate not exceeding \_\_\_\_\_%  an  
62\* adjustable interest rate not exceeding \_\_\_\_\_% at origination (a fixed rate at the prevailing interest rate  
63 based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully  
64 informed of the loan application status and progress and authorizes the lender or mortgage broker to  
65 disclose all such information to **Seller** and Broker.

66\* (2)  **Seller Financing:** **Buyer** will execute a  first  second purchase money note and mortgage to  
67\* **Seller** in the amount of \$ \_\_\_\_\_, bearing annual interest at \_\_\_\_\_% and payable as  
68\* follows: \_\_\_\_\_  
69 The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow  
70 forms generally accepted in the county where the Property is located; will provide for a late payment fee  
71 and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without  
72 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on  
73 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to  
74 keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**  
75 to obtain credit, employment, and other necessary information to determine creditworthiness for the  
76 financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not  
77 **Seller** will make the loan.


78\* (3)  **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to  
79\* \_\_\_\_\_  
80\* LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at  
81\* \$ \_\_\_\_\_ per month, including principal, interest,  taxes and insurance, and having a  
82\*  fixed  other (describe) \_\_\_\_\_  
83\* interest rate of \_\_\_\_\_% which  will  will not escalate upon assumption. Any variance in the  
84 mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will  
85\* purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds \_\_\_\_\_% or  
86\* the assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess,  
87 failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves  
88 **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

89\* **6. Assignability: (Check one)** **Buyer**  may assign and thereby be released from any further liability under this  
90\* contract,  may assign but not be released from liability under this contract, or  may not assign this contract.

91\* **7. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by  statutory warranty  
92\* deed  special warranty deed  other (specify) \_\_\_\_\_, free of liens, easements,  
93 and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,  
94 restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any  
95\* other matters to which title will be subject) \_\_\_\_\_,  
96 provided there exists at closing no violation of the foregoing.

97 (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and  
98 pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.  
99 **Seller** will deliver to **Buyer**, at  
100\* (Check one)  **Seller's**  **Buyer's** expense and  
101\* (Check one)  within \_\_\_\_\_ days after Effective Date  at least \_\_\_\_\_ days before Closing Date.  
102 (Check one)

103\* (1)  a title insurance commitment by a Florida licensed title insurer setting forth those matters to be  
104 discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the  
105 amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is  
106 paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to  
107 **Buyer** within 15 days after Effective Date.

Buyer  (\_\_\_\_\_) and Seller (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is 2 of 7 pages.  
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108- (2)  an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an  
109 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy  
110 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy  
111 will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy  
112 effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents  
113 recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**,  
114 then (1) above will be the title evidence.

115- (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within \_\_\_\_\_ days (10 days if left blank)  
116 but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable  
117 to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and  
118- **Seller** cures the defects within \_\_\_\_\_ days (30 days if left blank) ("Cure Period") after receipt of the notice. If  
119 the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice  
120 of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured  
121 within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after  
122 receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept  
123 title subject to existing defects and close the transaction without reduction in purchase price.

124 (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to  
125 **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any  
126 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed  
127 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a  
128 title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).

129 (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

130 8. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with  
131 conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or  
132 permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

133 (a) **Inspections: (Check (1) or (2))**

134- (1)  **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within \_\_\_\_\_ days (30 days if left blank)  
135 ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine  
136 whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer**  
137 may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and  
138 investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the  
139 Property's engineering, architectural, and environmental properties; zoning and zoning restrictions;  
140 subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities;  
141 consistency with local, state, and regional growth management plans; availability of permits, government  
142 approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be  
143 rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all  
144 documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives  
145 **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the  
146 Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its  
147 agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will  
148 indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature,  
149 including attorneys' fees, expenses, and liability incurred in application for rezoning or related  
150 proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any  
151 work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien  
152 being filed against the Property without **Seller's** prior written consent. If this transaction does not close,  
153 **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and  
154 return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller**  
155 all reports and other work generated as a result of the Inspections.

156 Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's**  
157 determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice  
158 requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"  
159 condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to  
160 **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

161- (2)  **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including  
162 being satisfied that either public sewerage and water are available to the Property or the Property will be  
163 approved for the installation of a well and/or private sewerage disposal system and that existing zoning

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164 and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency,  
165 growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not  
166 contingent on **Buyer** conducting any further investigations.

- 167 (b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's**  
168 intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has  
169 expired or if Paragraph 8(a)(2) is selected.
- 170 (c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government  
171 agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply  
172 to improving the Property and rebuilding in the event of casualty.
- 173 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as  
174 defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required  
175 by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The  
176 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that  
177 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach  
178 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida  
179 Department of Environmental Protection, including whether there are significant erosion conditions associated  
180 with the shore line of the Property being purchased.  
181  **Buyer** waives the right to receive a CCCL affidavit or survey.

182 9. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be  
183 conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title  
184 binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds  
185 to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to  
186 Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the  
187 costs indicated below.

188 (a) **Seller Costs:**

189 Taxes on deed  
190 Recording fees for documents needed to cure title  
191 Title evidence (if applicable under Paragraph 7)  
192 Other: \_\_\_\_\_

193 (b) **Buyer Costs:**

194 Taxes and recording fees on notes and mortgages  
195 Recording fees on the deed and financing statements  
196 Loan expenses  
197 Title evidence (if applicable under Paragraph 7)  
198 Lender's title policy at the simultaneous issue rate  
199 Inspections  
200 Survey  
201 Insurance  
202 Other: \_\_\_\_\_

203 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real  
204 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases,  
205 and other Property expenses and revenues. If taxes and assessments for the current year cannot be  
206 determined, the previous year's rates will be used with adjustment for any exemptions.

207 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller**  
208 will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount  
209 of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but  
210 has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be  
211 paid in installments,  **Seller**  **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is  
212 checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a  
213 Homeowners' or Condominium Association.

214 (e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**  
215 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO**  
216 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**  
217 **IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN**  
218 **HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT**  
219 **THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

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- 220 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by  
221 FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at  
222 closing.  
223 (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with  
224 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will  
225 cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided,  
226 however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing  
227 will not be contingent upon, extended, or delayed by the Exchange.

228 **10. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days  
229 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal  
230 holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday  
231 will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in**  
232 **this contract.**


233 **11. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing  
234 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain  
235 proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may  
236 terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification,  
237 and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and  
238 receive all payments made by the governmental authority or insurance company, if any.

239 **12. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to  
240 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or  
241 prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes,  
242 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably  
243 within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is  
244 unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for  
245 the period that the act of God or force majeure is in place. However, in the event that such act of God or force  
246 majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to  
247 the other; and **Buyer's** deposit(s) will be returned.

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

254 **14. Complete Agreement; Persons Bound:** This contract is the entire agreement between **Seller** and **Buyer**.  
255 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker**  
256 **unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed  
257 or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This  
258 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications  
259 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be  
260 binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If  
261 any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be  
262 fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract.  
263 This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular  
264 or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if  
265 permitted, of **Seller**, **Buyer**, and **Broker**.

266 **15. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive  
267 closing or termination of this contract.  
268 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer**  
269 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting  
270 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also  
271 be liable for the full amount of the brokerage fee.

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(b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this contract.

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**16. Escrow Agent; Closing Agent:** Seller and Buyer authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the 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.

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**17. Professional Advice; Broker Liability:** Broker advises Seller and Buyer to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, 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 government agencies for verification of the Property condition and facts that materially affect Property value. Seller and Buyer 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 Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer 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.

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**18. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

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**19. Brokers:** The brokers 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. This Paragraph will not be used to modify any MLS or other offer of compensation made by Seller or Seller's Broker to Buyer's Broker.


(a) \_\_\_\_\_ Lisa Compton-Bradley, Southland Commercial Real Estate \_\_\_\_\_ (Seller's Broker)  
will be compensated by  Seller  Buyer  both parties pursuant to  a listing agreement  other (specify): \_\_\_\_\_

(b) \_\_\_\_\_ P. Taylor Loftin, Loftin Properties Realty \_\_\_\_\_ (Buyer's Broker)  
will be compensated by  Seller  Buyer  both parties  Seller's Broker pursuant to  a MLS offer of compensation  other (specify): \_\_\_\_\_

  
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324\* **20. Additional Terms:** Buyer to pay all closing costs except brokerage commissions.  
325 \_\_\_\_\_  
326 Buyer is a licensed real estate broker in the state of Florida.  
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341 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before**  
342 **signing.**

343\* **Buyer:**  \_\_\_\_\_ Date: 6/23/17  
344\* **Print name:** \_\_\_\_\_ P. Taylor Loftin

345\* **Buyer:** \_\_\_\_\_ Date: \_\_\_\_\_  
346\* **Print name:** \_\_\_\_\_

347 **Buyer's address for purpose of notice:**  
348\* **Address:** \_\_\_\_\_ 2101 Barrancas Avenue, Pensacola, FL 32502  
349\* **Phone:** (850) 380-1195 **Fax:** (850) 439-0203 **Email:** loftinproperties@gmail.com


350\* **Seller:** \_\_\_\_\_ Date: \_\_\_\_\_  
351\* **Print name:** \_\_\_\_\_ City of Pensacola Representative

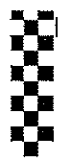
352\* **Seller:** \_\_\_\_\_ Date: \_\_\_\_\_  
353\* **Print name:** \_\_\_\_\_

354 **Seller's address for purpose of notice:**  
355\* **Address:** \_\_\_\_\_  
356\* **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

357\* **Effective Date:** \_\_\_\_\_ **(The date on which the last party signed or initialed and delivered the**  
358 **final offer or counter offer.)**

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**Addendum to Purchase Agreement**

**300 Blk W Intendencia St., Pensacola, FL  
(0.22 Acre+- Lot on the West Side of Reus St. between W. Intendencia and W.  
Government St.)  
Parcel Identification # 00-0S-00-9070-600-038**

It is agreed to that the Response Date referenced in the Purchase Agreement dated 6/23/17 by and between City of Pensacola ("Seller") and P. Taylor Loftin ("Buyer") is extended to August 14, 2017, and the closing date is extended 30 days from the original contract.

Agreed to and Accepted by:

Seller: The City of Pensacola

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

Date \_\_\_\_\_

Buyer: P. Taylor Loftin

Sign: [Handwritten Signature]

Date 7/5/17

**SVN | Southland Commercial Real Estate**  
120 East Main Street, Suite D  
Pensacola, Florida 32502 | P. 850.434.7500 | F. 850.438.4148  
www.southlandcommercial.com



S REUS ST  
W INTENDENCIA ST

S REUS ST

W GOVERNMENT ST

0 45 90 Feet


Date: 10/26/2016



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

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 300 Blk W Intendencia - 000S009070600038

Borrower/Client	Client - City of Pensacola	File No.	TF17083L-E
Property Address	South Reus Street		
City	Pensacola	County	Escambia
		State	Fl
		Zip Code	32502
Lender	City of Pensacola		

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**LAND APPRAISAL REPORT**

File No. TF17083L-E

**SUBJECT**

Borrower Client - City of Pensacola      Census Tract 0001.00      Map Reference 32502

Property Address South Reus Street

City Pensacola      County Escambia      State FL      Zip Code 32502

Legal Description See Attached Legal Description

Sale Price \$ N/A      Date of Sale      Loan Term      yrs.      Property Rights Appraised  Fee       Leasehold       De Minimis PUD

Actual Real Estate Taxes \$ 0      (yr)      Loan charges to be paid by seller \$ 0      Other sales concessions 0

Lender/Client City of Pensacola      Address 222 West Main Street, Pensacola, FL 32502

Occupant Vacant Land      Appraiser Tom Fruitticher, MAI      Instructions to Appraiser Appraise Current Market Value Fee Simple Int.

**NEIGHBORHOOD**

Location  Urban       Suburban       Rural      Good Avg. Fair Poor

Built Up  Over 75%       25% to 75%       Under 25%      Employment Stability

Growth Rate  Fully Dev.  Rapid       Steady       Slow      Convenience to Employment

Property Values  Increasing       Stable       Declining      Convenience to Shopping

Demand/Supply  Shortage       In Balance       Oversupply      Convenience to Schools

Marketing Time  Under 3 Mos.       4-6 Mos.       Over 6 Mos.      Adequacy of Public Transportation

Present 75 % One-Unit 3 % 2-4 Unit 5 % Apts. 2 % Condo 10 % Commercial      Recreational Facilities

Land Use 1 % Industrial 4 % Vacant      Adequacy of Utilities

Change in Present  Not Likely       Likely (\*)       Taking Place (\*)      Property Compatibility

Land Use (\*) From Vacant Land To Improved Residential      Protection from Detrimental Conditions

Predominant Occupancy  Owner       Tenant      0-3 % Vacant      Police and Fire Protection

One-Unit Price Range \$ 21,500 to \$ 2,625,000      Predominant Value \$ 161,950      General Appearance of Properties

One-Unit Age Range 1 yrs. to 100+ yrs.      Predominant Age 75 yrs.      Appeal to Market

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise)      The subject neighborhood is considered to be the 32502 zip code area, which is the downtown area of Pensacola. Over the past 12 months, there have been 88 sales in this area of homes and the median home sale price was \$161,950 and the average days on the market was 81. In the previous 12 months there were 84 sales that had a median price of \$129,500, indicating the area realized about a 25% median value increase in this time period.

**SITE**

Dimensions 88 x 110      =      9,680 SF       Corner Lot

Zoning Classification C-2, Commercial      Present Improvements  Do       Do Not      Conform to Zoning Regulations

Highest and Best Use  Present Use       Other (specify) Improved Commercial (Lot is Currently Vacant)

Public Other (Describe)      OFF SITE IMPROVEMENTS      Topo Level

Elec.       Street Access  Public       Private      Size Typical

Gas       Surface Asphalt      Shape Irregular with good utility

Water       Maintenance  Public       Private      View Interior

San. Sewer       Storm Sewer  Curb/Gutter      Drainage Adequate

Underground Elect. & Tel.      Sidewalk       Street Lights       Is the property located in a FEMA Special Flood Hazard Area?  Yes       No

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions)      No adverse conditions were noted.

The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3	
Address	South Reus Street Pensacola, FL 32502	226 N Reus St Pensacola, FL 32502	111 S Spring St Pensacola, FL 32502	251 S Doneison St Pensacola, FL 32502	
Proximity to Subject		0.48 miles N	0.12 miles NE	0.26 miles W	
Sales Price	\$ N/A	\$ 129,000	\$ 454,000	\$ 111,500	
Price \$/Sq. Ft.	\$ N/A	\$ 11.82/SF	\$ 17.29/SF	\$ 10.67/SF	
Data Source(s)	County Information	MLS Closed Sale#504167	OR 7708/312	MLS Closed Sale#2212780	
ITEM	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.
Date of Sale/Time Adj.		9/19/2016		5/1/2017	
Location	Downtown Pens.	Downtown Pens.		Downtown Pens.	-35%
Site/View	9,680 SF	10,914 SF		26,254 SF	
Property Width	88 Feet	120 Feet		142 Feet	
Topography	Level	Level		Level	
Shape	Rect./Gd Utility	Rect./Gd Utility		Irregular/Gd Utility	
Wetlands	None	None		None	
Sales or Financing Concessions	0	0		0	
Net Adj. (Total)		<input type="checkbox"/> + <input type="checkbox"/> - \$		<input type="checkbox"/> + <input type="checkbox"/> - \$	-35%
Indicated Value of Subject		Net % Gross % \$ 11.82/SF		Net % Gross % \$ 11.23/SF	

Comments on Market Data All of the sales are located within a few blocks of the subject property, offer similar utility and include no wetlands. Sales 1 and 2 are located on secondary streets similar to the subject's and would require no adjustments. Sale 2 is located on a busier four lane road (Spring Street) and makes up the extreme upper limit of value, indicating a downward adjustment is necessary. A comparison of sale 2 to \*

Comments and Conditions of Appraisal \*sales 1 and 2 would indicate it requires a downward 35% adjustment for its location on a higher traffic roadway. No other adjustments are necessary. The comparables are being considered on a value per square foot basis, which is the common method of comparison.

**RECONCILIATION**

Final Reconciliation As sales 1 and 3 offer the most similar value indications, they are given about equal weight to indicate an applicable value for the subject lot of \$11.23/SF. With a total land area of 9,680 square feet (0.22 Acres) at \$11.23/SF, the subject's overall market value is \$108,706, which can be rounded to \$109,000.

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF 7/18/2017 TO BE \$ 109,000

Appraiser Tom Fruitticher, MAI      Supervisory Appraiser (if applicable)

Date of Signature and Report July 18, 2017      Date of Signature

Title State-Certified General Real Estate Appraiser      Title

State Certification # RZ#2029      ST FL      State Certification #      ST

Or State License #      ST      Or State License #      ST

Expiration Date of State Certification or License 11/30/2018      Expiration Date of State Certification or License

Date of Inspection (if applicable) 7/17/2017       Did  Did Not Inspect Property      Date of Inspection

### Location Map

Borrower/Client	Client - City of Pensacola				
Property Address	South Reus Street				
City	Pensacola	County	Escambia	State	FL Zip Code 32502
Lender	City of Pensacola				





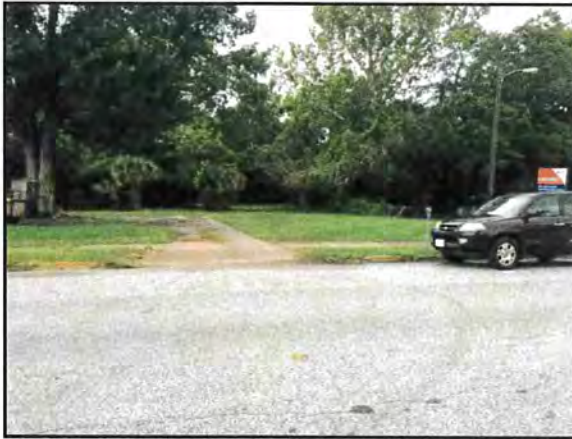
### Flood Map

Borrower/Client	Client - City of Pensacola				
Property Address	South Reus Street				
City	Pensacola	County	Escambia	State	FL Zip Code 32502
Lender	City of Pensacola				



### Subject Photo Page

Borrower/Client	Client - City of Pensacola				
Property Address	South Reus Street				
City	Pensacola	County	Escambia	State	FL Zip Code 32502
Lender	City of Pensacola				



#### Subject Front

South Reus Street  
 Sales Price N/A  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location Downtown Pens.  
 View 9,680 SF  
 Site  
 Quality  
 Age



#### Reus Street

Looking North Subject on Left



#### Reus Street

Looking South Subject on Right

**Comparable Photo Page**

Borrower/Client	Client - City of Pensacola				
Property Address	South Reus Street				
City	Pensacola	County	Escambia	State	FL Zip Code 32502
Lender	City of Pensacola				



**Comparable 1**

226 N Reus St  
 Prox. to Subject 0.48 miles N  
 Sales Price 129,000  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location Downtown Pens.  
 View 10,914 SF  
 Site  
 Quality  
 Age



**Comparable 2**

111 S Spring St  
 Prox. to Subject 0.12 miles NE  
 Sales Price 454,000  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location Downtown Pens.  
 View 26,254 SF  
 Site  
 Quality  
 Age



**Comparable 3**

251 S Donelson St  
 Prox. to Subject 0.26 miles W  
 Sales Price 111,500  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location Downtown Pens.  
 View 10,454 SF  
 Site  
 Quality  
 Age

**Comparable Photo Page**

Borrower/Client	Client - City of Pensacola				
Property Address	South Reus Street				
City	Pensacola	County	Escambia	State	FL Zip Code 32502
Lender	City of Pensacola				



**Comparable 1**

- Prox. to Subject
- Sales Price
- Gross Living Area
- Total Rooms
- Total Bedrooms
- Total Bathrooms
- Location
- View
- Site
- Quality
- Age



**Comparable 2**

- Prox. to Subject
- Sales Price
- Gross Living Area
- Total Rooms
- Total Bedrooms
- Total Bathrooms
- Location
- View
- Site
- Quality
- Age

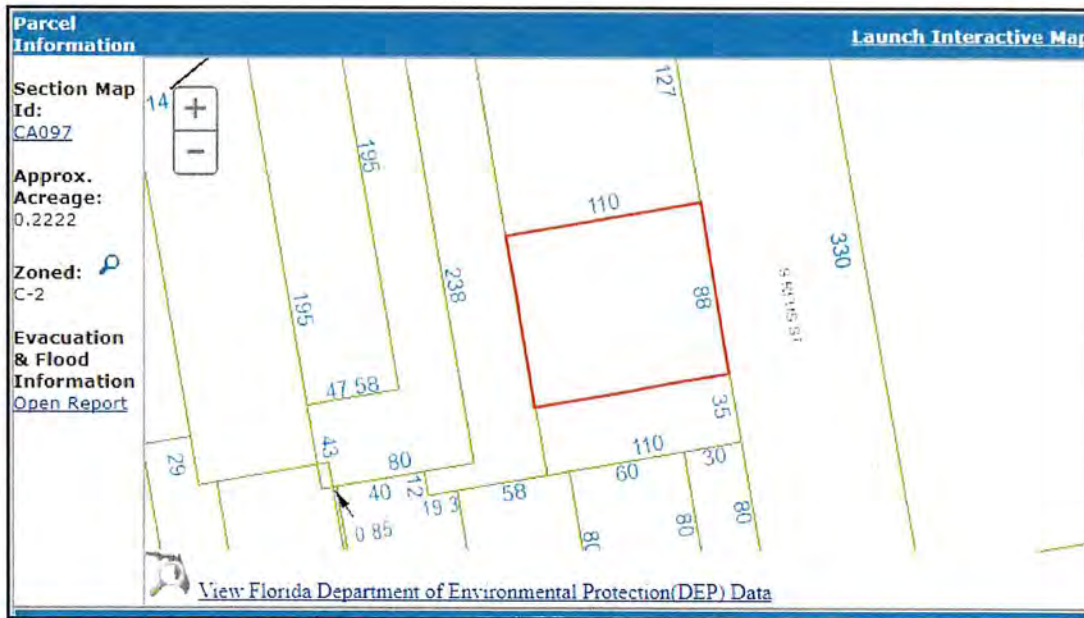


**Comparable 3**

- Prox. to Subject
- Sales Price
- Gross Living Area
- Total Rooms
- Total Bedrooms
- Total Bathrooms
- Location
- View
- Site
- Quality
- Age

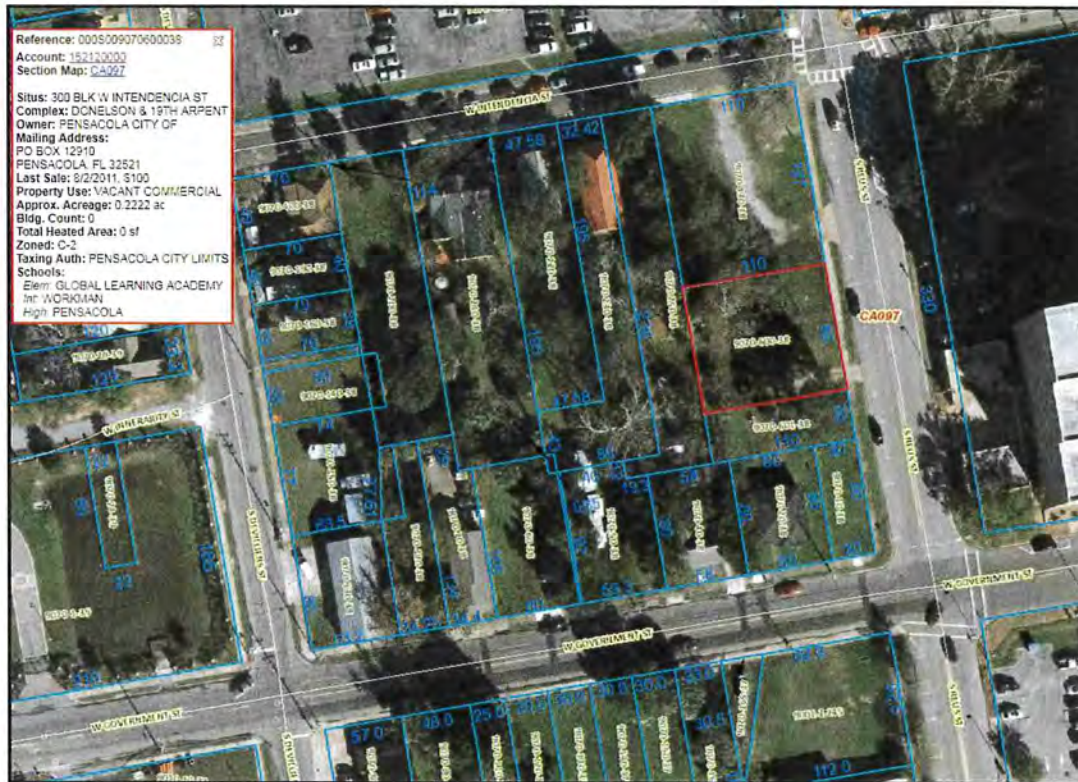
## Subject Tax Plat

Borrower/Client	Client - City of Pensacola		
Property Address	South Reus Street		
City	Pensacola	County Escambia	State FL Zip Code 32502
Lender	City of Pensacola		



### Subject Aerial

Borrower/Client	Client - City of Pensacola						
Property Address	South Reus Street						
City	Pensacola	County	Escambia	State	FL	Zip Code	32502
Lender	City of Pensacola						



File No. TF17083L-E

**DEFINITION OF MARKET VALUE:** 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, 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 each acting in what he considers his own best interest; (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. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

## STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

**CONTINGENT AND LIMITING CONDITIONS:** The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

**CERTIFICATION:** The appraiser certifies and agrees that:

1. The statements of fact contained in this report are true and correct.
2. 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.
3. Unless otherwise indicated, 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.
4. Unless otherwise indicated, 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.
5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. 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.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.
10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).
11. As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.
12. As of the date of this report, I have completed the Standards and Ethics Education Requirements for Practicing Affiliates of the Appraisal Institute.

**Policy Statement of the Appraisal Institute**

1. It is improper to base a conclusion or opinion of value upon the premise that the racial, ethnic or religious homogeneity of the inhabitants of an area or of a property is necessary for maximum value.
2. Racial, religious, and ethnic factors are deemed unreliable predictors of value trends or price variance.
3. It is improper to base a conclusion or opinion of value or a conclusion with respect to neighborhood trends upon stereotyped or biased presumptions relating to the effective age or remaining life of the property being appraised or the life expectancy of the neighborhood in which it is located.

**ADDRESS OF PROPERTY ANALYZED:** South Reus Street, Pensacola, Fl 32502

**APPRAISER:**

Signature:   
 Name: Tom Fruitticher, MAI  
 Title: State-Certified General Real Estate Appraiser  
 State Certification #: RZ#2029  
 or State License #: \_\_\_\_\_  
 State: Fl Expiration Date of Certification or License: 11/30/2018  
 Date Signed: July 18, 2017

**SUPERVISORY or CO-APPRAISER (if applicable):**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 State Certification #: \_\_\_\_\_  
 or State License #: \_\_\_\_\_  
 State: \_\_\_\_\_ Expiration Date of Certification or License: \_\_\_\_\_  
 Date Signed: \_\_\_\_\_

Did  Did Not Inspect Property



# USPAP Compliance Addendum

Loan #

File # TF17083L-E

Borrower/Client	Client - City of Pensacola		
Property Address	South Reus Street		
City	Pensacola	County	Escambia
		State	FL
Lender	City of Pensacola	Zip Code	32502

### APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

- Appraisal Report This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).
- Restricted Appraisal Report This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b). The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without the additional information in the appraiser's workfile.

Subject Legal Description - BEG ON W LI OF REUS ST & E LI OF BLK 38 DONELSON TRACT 127 FT S OF NE COR FOR POB S ALG E LI OF BLK 38 FOR 88 FT W AT RT ANG TO E LI 112 FT N AT RT ANG 88 FT E AT RT ANG 112 FT TO POB OR 6196 P 1172 SEC 43/44 T 2S R 30W CA 97

### ADDITIONAL CERTIFICATIONS

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

- The statements of fact contained in this report are true and correct.
- The report analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or specified) 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 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.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- This appraisal report was prepared in accordance with the requirements of Title XI of FIRREA and any implementing regulations.

### PRIOR SERVICES

- I have NOT performed 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.
- I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

### PROPERTY INSPECTION

- I have NOT made a personal inspection of the property that is the subject of this report.
- I HAVE made a personal inspection of the property that is the subject of this report.

### APPRAISAL ASSISTANCE

Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

### ADDITIONAL COMMENTS


Additional USPAP related issues requiring disclosure and/or any state mandated requirements: Subject History: The subject property has been under its current ownership in excess of the previous three years. It was listed for sale by Lisa Bradley of SVN Southland Commercial for \$95,800, which appears to be slightly below market value. She indicated that she received multiple offers that range from \$40,000 to \$115,000. The list price is considered to be a good starting point but the higher end offers are considered to be very reflective of market value. Comparable Sales History: The comparable sales had no other sales in the previous 3 years.

### MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY

- A reasonable marketing time for the subject property is 123 day(s) utilizing market conditions pertinent to the appraisal assignment.
- A reasonable exposure time for the subject property is 123 day(s).

### APPRAISE

### SORRY APPRAISER (ONLY IF REQUIRED)

Signature   
Name Tom Frutticher, MAI  
Date of Signature July 18, 2017  
State Certification # RZ#2029  
or State License # \_\_\_\_\_  
State FL  
Expiration Date of Certification or License 11/30/2018

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Date of Signature \_\_\_\_\_  
State Certification # \_\_\_\_\_  
or State License # \_\_\_\_\_  
State \_\_\_\_\_  
Expiration Date of Certification or License \_\_\_\_\_

Effective Date of Appraisal 7/18/2017

- Supervisory Appraiser Inspection of Subject Property  
 Did Not  Exterior-only from Street  Interior and Exterior

**Assumptions, Limiting Conditions & Scope of Work**

File No.: TF17083L-E

Property Address: South Reus Street	City: Pensacola	State: FL	Zip Code: 32502
Client: City of Pensacola	Address: 222 West Main Street, Pensacola, FL 32502		
Appraiser: Tom Fruitlicher, MAI	Address: 3000 Langley Ave., Suite 402, Pensacola, FL 32504		

**STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS**

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance value, and should not be used as such.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client 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 by means of any other media, or by its inclusion in a private or public database.
- An appraisal of real property is not a 'home inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.): The subject property was visually inspected and information from County records was reviewed and relied upon. Upon determination of the land's highest and best use, similar land sales were researched and confirmed with one of the parties to the sale for use in the sales comparison analysis. The sales were adjusted for any differences with the subject and reconciled into a final value opinion. As this is the valuation of land, the income and cost approaches to value are being eliminated from consideration. As no reasonable appraiser would utilize these eliminated approaches and no weight would be placed on them if used, their elimination would have no impact on the final value opinion.

# Certifications

File No.: TF17083L-E

Property Address: <u>South Reus Street</u>	City: <u>Pensacola</u>	State: <u>FL</u> Zip Code: <u>32502</u>
Client: <u>City of Pensacola</u> Address: <u>222 West Main Street, Pensacola, FL 32502</u>		
Appraiser: <u>Tom Fruitticher, MAI</u> Address: <u>3000 Langley Ave., Suite 402, Pensacola, FL 32504</u>		

## APPRAISER'S CERTIFICATION

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

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of 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.
- Unless otherwise indicated, 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.
- 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.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

**Additional Certifications:**

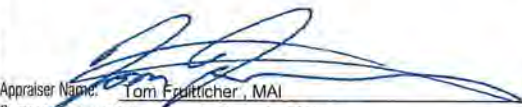
**DEFINITION OF MARKET VALUE \*:**

Market value means 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.

\* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

Client Contact: <u>Rebecca Ferguson</u>	Client Name: <u>City of Pensacola</u>
E-Mail: <u>R Ferguson@cityofpensacola.com</u>	Address: <u>222 West Main Street, Pensacola, FL 32502</u>

<p><b>APPRAISER</b></p>  <p>Appraiser Name: <u>Tom Fruitticher, MAI</u>          Company: <u>Fruitticher/Lowery Appraisal Group</u>          Phone: <u>(850) 982-2470</u> Fax: _____          E-Mail: <u>Tom@flag1.net</u>          Date Report Signed: <u>July 18, 2017</u>          License or Certification #: <u>RZ#2029</u> State: <u>FL</u>          Designation: <u>State-Certified General Real Estate Appraiser</u>          Expiration Date of License or Certification: <u>11/30/2018</u>          Inspection of Subject: <input type="checkbox"/> Interior &amp; Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None          Date of Inspection: <u>7/17/2017</u></p>	<p><b>SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)</b></p> <p>Supervisory or Co-Appraiser Name: _____          Company: _____          Phone: _____ Fax: _____          E-Mail: _____          Date Report Signed: _____          License or Certification #: _____ State: _____          Designation: _____          Expiration Date of License or Certification: _____          Inspection of Subject: <input type="checkbox"/> Interior &amp; Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None          Date of Inspection: _____</p>
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### Appraiser License

Borrower/Client	Client - City of Pensacola				
Property Address	South Reus Street				
City	Pensacola	County	Escambia	State	Fl Zip Code 32502
Lender	City of Pensacola				

RICK SCOTT, GOVERNOR	KEN LAWSON, SECRETARY
<b>STATE OF FLORIDA</b> <b>DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION</b> <b>FLORIDA REAL ESTATE APPRAISAL BD</b>	
<b>LICENSE NUMBER</b>	
RZ2029	
The CERTIFIED GENERAL APPRAISER Named below IS CERTIFIED Under the provisions of Chapter 475 FS. Expiration date: NOV 30, 2018	
FRUITTICHER, TOM 3000 LANGLEY AVE #402 PENSACOLA FL 32504	
	
ISSUED: 11/02/2016	SEQ # L1611020001810
DISPLAY AS REQUIRED BY LAW	
 	

First	Last	Offer	Notes	Plans
Taylor	Loftin	\$115,000 Cash	\$2,500 down, August 31, 2017 closing. Seller pays commissions. Net to seller - \$108,100 +-	Townhome or SF dev. Within 2 years.
James	Baynes	\$101,500 Cash	\$5,000 down, 30 day feasibility, to close 45 days from effective date of contract. Seller pays commission, net to seller \$95,410 +-.	Buyer owns adjacent property and plans a mixed use dev., including 3 residential units. Currently uses site to access his property.
Gilb	Kazak	\$95,800 cash	\$1,000 down, to close within 7 days of effective date. Contingent on ability to build houses according to his plan. Seller pays commission, net to seller \$90,052+-.	Single family residential
Bell	Rob	\$95,800 cash	\$1,000 down, close by 6/30/17. Seller pays commissions. Net to seller is \$90,052+-.	Residential Development
Cliff	Dorsey	\$85,000 Cash	\$2,000 down, closing within 45 days of effective date. Seller pays commissions. Net to seller is \$79,900+-	25' into an Access Easement for buyer's neighbors and their continued use as the primary ingress/egress to respective properties. The remaining frontage will be developed into 2 dwelling units with a primary residential function having a potential small professional mixed use available.
Charles	Liberis	\$62,000 Cash, with seller paying some closing costs.	\$2,000 down, 30 day inspection, seller paying commissions, title, doc stamps. Septic inspection, and 50% recording fees. Net to seller is \$57,290+-.	Immediate residential dev.
Don	Stenstrom	\$40,000 cash	\$1,200 down, close within 60 days. Seller pays commissions. Net to seller is \$37,600+-.	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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File #: 17-00448

City Council

8/10/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

DISPOSITION OF SURPLUS PROPERTY - WEST INTENDENCIA

**RECOMMENDATION:**

That City Council approve the sale of West Intendencia Street, parcel identification number 000S009080014094, account number 153145000 to the highest and most responsible bidder, Charles Liberis Old City Developers, LLC, in the amount of \$20,000. Further that City Council authorize the Mayor to negotiate and execute all necessary documents related to the sale of the property. Finally, that 50 percent of the proceeds, after costs associated with the final transaction, are allocated to the Housing Initiatives Fund.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The unimproved property located at West Intendencia Street was approved by City Council as surplus property. The property is approximately 0.0800 acres and is zoned R-1AA. To facilitate the sale of the property, an RFP was issued and SVNCRE GROUP, LLC, a Florida limited liability corporation, DBA Southland Commercial Real Estate (SVN) was selected to market the parcel and respond to inquiries related to the sale of the property at a commission rate of 6%.

In accordance with the Policy for Disposition of City-Owned Real Property, property owners within a 300 foot radius of the parcel received public notice of advertisement for bids for sale of surplus property by mail on May 11, 2017 and an appraisal of the property was conducted. The estimated market value of the subject property as appraised by Fruitticher-Lowery Appraisal Group on July 18, 2017 is \$19,500.

Three (3) bids were received by SVN and the highest bid received was \$20,000 (\$500 more than the appraised value) from Charles Liberis, Old City Developers, LLC on June 21, 2017. The buyer will pay closing costs.

**PRIOR ACTION:**

January 12, 2017 - City Council declared the City-owned unimproved real property located at West Intendencia Street as surplus and authorized the Mayor to engage the services of a real estate professional from the City's list of qualified real estate professionals to market and sell the parcel.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

All costs associated with final transaction will come from sale proceeds with 50 percent of the remaining amount allocated to the Housing Initiatives Fund.

**CITY ATTORNEY REVIEW:** Yes

7/24/2017

**STAFF CONTACT:**

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

**ATTACHMENTS:**

- 1) Liberis Old City Developers Offer Letter - West Intendencia
- 2) Liberis Old City Developers Addendum - West Intendencia
- 3) GIS Map - West Intendencia
- 4) Appraisal - West Intendencia
- 5) SVN Bid Sheet - West Intendencia

**PRESENTATION:** No



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1. PURCHASE AND SALE:

Olde City Developers, LLC and/or assigns ("BUYER") agrees to buy and City of Pensacola ("SELLER") agrees to sell the property

described as: Street Address: W Intendencia Street Pensacola FL 32502

Parcel 00-0S-00-9080-014-094

Legal Description: Attached hereto as Exhibit 'A,' and subject to verification by survey, and the following personal property: none

(all collectively referred to as the "PROPERTY") on the terms and conditions set forth below.

The "Effective Date" of this Contract is the date on which the last of the Parties signs the latest offer. Time is of the essence in this Contract. Time periods of five (5) days or less shall be computed without including Saturday, Sunday, or national legal holidays and any time period ending on a Saturday, Sunday or national legal holiday shall be extended until 5:00 p.m. on the next business day.

2. PURCHASE PRICE:

Table with 2 columns: Description and Amount. Rows include deposit to be held in escrow (\$20,000.00), LESS: Additional deposit (\$2,000.00), LESS: Total mortgages (\$N/A), and Balance to close (\$18,000.00).

3. THIRD PARTY FINANCING:

Within three (3) days from Effective Date ("Application Period"), BUYER shall, at BUYER'S expense, apply for Third-party financing at terms acceptable to Buyer. BUYER shall pay for all loan expenses, including the mortgagee title policy, which is typically available as an "add-on" to the owner's policy referenced in Section 4(a), below. BUYER shall timely provide any and all credit, employment, financial, estoppel letters and other information as reasonably required by any lender. BUYER shall notify SELLER immediately upon obtaining financing or being rejected by a lender. If BUYER, after diligent effort, fails to obtain a written commitment by ten (10) days prior to the expiration of the Inspection Period referenced in Section 7(b), below, ("Financing Period"), BUYER shall either:

- a) waive this financing contingency and proceed with closing, or
b) Reapply at SELLER'S request and at BUYER'S expense for financing at an alternate lender selected by SELLER. Reapplication will be made within three (3) days from SELLER'S request. If SELLER does not request reapplication, either party may terminate this Contract by written notice to the other party within the Inspection Period.

4. TITLE:

SELLER has the legal capacity to and shall convey marketable title to the Property by : X statutory warranty deed, or other, specify: n/a, free of liens, easements and encumbrances of record or known to SELLER, but subject to property taxes for the year of closing; covenants, restrictions and



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public utility easements of record; and (list any other matters to which title will be subject: none known;  
provided there exists at closing no violation of the foregoing and none of them Prevents BUYER'S intended use  
as N/A

- a) **EVIDENCE OF TITLE:** SELLER shall, at X SELLER'S      BUYER'S expense, and not later than fifteen (15) days prior to the Closing Date, Deliver to BUYER a title insurance policy by a Florida licensed title insurer and, upon BUYER recording the deed, an ALTA owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. BUYER shall, within seven (7) days from receipt of the commitment, deliver written notice to SELLER of title defects. Title shall be deemed acceptable to BUYER if (1) BUYER fails to deliver proper notice of defects or (2) BUYER delivers proper notice and SELLER cures the defects within fifteen (15) days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing shall occur within 10 days from receipt by BUYER of such curing. SELLER may elect not to cure defects if SELLER reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, BUYER shall have 10 days from receipt of notice of SELLER'S inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price. (If the BUYER needs a title commitment during the Inspection Period, the Buyer may have one prepared at its expense.)
- b) **SURVEY:**
- i) SELLER shall, within five (5) business days from Effective Date, deliver to BUYER copies of pertinent documents that SELLER has in its possession, including but not limited to: leases, surveys, plans, specifications and engineering documents for the subject property, *if any*, in SELLER'S possession. N/A
  - ii) BUYER shall, at BUYER'S expense and within the Inspection Period, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another such encroachments shall constitute a title defect to be cured within the Curative Period.
- c) **INGRESS AND EGRESS:** SELLER warrants that the Property presently has ingress and egress sufficient for BUYER'S intended use of the Property, title to which is in accordance with Section 4.
- d) **POSSESSION:** SELLER shall deliver possession and keys for all locks and alarms to BUYER at closing.

5. **CLOSING DATE AND PROCEDURE:**

This transaction shall be closed in Escambia County, Florida, on or before n/a, or within 30 days after due diligence, unless otherwise extended herein. BUYER shall designate the

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Closing Agent. BUYER and SELLER shall, within five (5) days from the expiration of the Inspection Period as referenced in Paragraph 7(b) hereunder, deliver to Escrow Agent signed instructions which provide for closing procedure. If an institutional lender is providing purchase funds, lender requirements as to place, time of day and closing procedures shall control over any contrary provisions in this Contract.

a) **COSTS:**

- i) **BUYER** shall pay taxes and recording fees on notes, mortgages and financing statements and recording fees for the new deed.
- ii) **SELLER** shall pay documentary stamps on the deed and recording fees for any documents needed to cure title defects. If a septic tank inspection is required, the Seller will pay the required fee to the Department of Health and arrange for said inspection prior to closing. If SELLER is obligated to discharge any encumbrance at or prior to closing and fails to do so, BUYER may use purchase proceeds to satisfy the encumbrances.

b) **DOCUMENTS:**

- i) **SELLER** shall provide the deed, bill of sale, mechanic's lien affidavit, assignments of leases, updated rent roll, tenant and lender estoppel letters, assignments of permits and licenses, corrective instruments and letters notifying tenants of the change in ownership/rental agreement. If any tenant refuses to execute an estoppel letter, SELLER shall certify that information regarding the tenant's lease is correct. If SELLER is a corporation, SELLER shall deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the corporate Secretary certifying the resolution and setting forth facts showing the conveyance conforms either the requirements of local law. SELLER shall transfer security deposits to BUYER.
- ii) **BUYER** shall provide the closing statement, mortgages and notes, security agreements and financing statements.

- c) **TAXES, ASSESSMENTS, AND PRO-RATIONS:** The following items, as applicable, shall be made current and prorated as of Closing Date: real estate taxes, bond and assessment payments assumed by BUYER, interest, rents, association dues, and assumable insurance premiums acceptable to BUYER. If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year shall be used with due allowance being made for improvements and exemptions. SELLER is aware of the following assessments affecting or potentially affecting the Property: none known

BUYER shall be responsible for all assessments of any kind which become due and owing on or after Effective Date, unless the improvement is substantially completed as of Closing Date, in which case SELLER shall be obligated to pay the entire assessment.

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- d) **FIRPTA Tax Withholding:** The foreign Investment in Real Property Act ("FIRPTA") requires BUYER to withhold at closing a portion of the purchase proceeds for remission to the Internal Revenue Service if SELLER is a "foreign person" as defined by the Internal Revenue Code. The parties agree to comply with the provisions of FIRPTA and to provide, at or prior to closing, appropriate documentation to establish any applicable exemption from the withholding requirement. If withholding is required and BUYER does not have cash sufficient at closing to meet the withholding requirement, SELLER shall provide the necessary funds and BUYER shall provide proof to SELLER that such funds were properly remitted to the I.R.S.

**6. ESCROW:**

BUYER and SELLER authorize **Liberis Law Firm**

Address: **212 Intendencia, Pensacola, Florida 32502**

Telephone: **(850) 438-9647**

Facsimile: **(850) 433-5409**

to act as "Escrow Agent" to receive funds and other items and, subject to clearance, disburse them in accordance with the terms of this Contract. Escrow Agent will deposit all funds received in a non-interest bearing escrow account. If Escrow Agent receives conflicting demands or has a good faith doubt as to Escrow Agent's duties or liabilities under this Contract, he/she may (a) hold the subject matter of the escrow until the parties mutually agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties' rights regarding the escrow or (b) deposit the subject matter of the escrow with the clerk of the circuit court having jurisdiction over the dispute. Upon notifying the parties of such action, Escrow Agent shall be released from all liability except for the duty to account for items previously delivered out of escrow. If a licensed real estate broker, Escrow Agent shall comply with applicable provisions of Chapter 475, Florida Statutes. In any suit or arbitration in which Escrow Agent is made a party because of acting as agent hereunder or interpleads the subject matter of the escrow, Escrow Agent shall recover reasonably attorney's fees and costs, which such fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court or other costs in favor of the prevailing party. The parties agree that Escrow Agent shall not be liable to any person for misdelivery to BUYER or SELLER of escrowed items, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence.

**7. PROPERTY CONDITION:**

SELLER shall deliver the Property to BUYER at the time agrees in its present "as is" condition, ordinary wear and tear excepted, and shall maintain the landscaping and grounds in a comparable condition. SELLER makes no warranties other than marketability of title. By accepting the Property "as is", BUYER waives all claims against SELLER for any defects in the Property. *Select one of the following:*

- a)  **As Is:** BUYER has inspected the Property or waives any right to inspect and accepts the Property in its "AS IS" condition, or
- b)  **As Is With Right of Inspection:** BUYER may, at BUYER'S expense and within 30

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\_\_\_\_\_ days from the Effective Date ("Inspection Period"), conduct inspections, tests and investigations of the Property as BUYER deems necessary to determine suitability for BUYER'S intended use. It is BUYER'S sole responsibility to confirm with the appropriate municipal or county authorities that the zoning and future land use for the property will allow for the BUYER'S specific use. SELLER shall grant reasonable access to the Property to the BUYER, its agents, contractors and assigns for the purpose of conducting the inspections provided, however, that all such persons enter the Property and conduct the inspections at their own risk. BUYER shall indemnify and hold SELLER harmless from losses, damages, costs, claims and expenses of any nature, including attorney's fees, and from liability to any person, arising from the conduct of inspections or work authorized by BUYER. BUYER shall not engage in any activity that could result in a mechanics lien being filed against the Property without SELLER'S prior written consent. BUYER may terminate this Contract by written notice to SELLER prior to expiration of the Inspection Period if the inspections reveal conditions which are reasonably unsatisfactory to BUYER, unless SELLER elects to repair such conditions to BUYER'S satisfaction. If this transaction does not close, BUYER shall, at BUYER'S expense, repair all damages to the Property resulting from the inspections and return the Property to its present condition.

**During the Inspection Period, the BUYER may, at BUYER'S sole discretion, terminate this contract with prior written notice to SELLER, and receive full refund of escrow deposit(s).**

**Walk-through Inspection:** BUYER may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises. No new issues may be raised as a result of the walk-through. **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:**

SELLER shall continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and shall take no action which would adversely impact the Property, tenants, lenders, or business, if any. Any changes, such as renting vacant space, which materially affect the Property or BUYER'S intended use of the Property shall be permitted only with BUYER'S consent.

**9. RETURN OF DEPOSIT:**

In the event any condition of this Contract is not met and BUYER has acted in good faith and with the required degree of diligence, BUYER'S deposit shall be returned and this Contract shall terminate.

**10. DEFAULT:**

In the event the sale is not closed due to any default or failure on the part of BUYER, SELLER may either:

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- a) retain all deposit(s) paid or agreed to be paid by BUYER as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract shall terminate, or
- b) seek specific performance. If SELLER elects to retain the deposit, BUYER shall be liable to Broker for the full amount of the brokerage fee.

**11. ATTORNEY'S FEES AND COSTS:**

In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision shall include BUYER, SELLER, and Broker, shall be awarded reasonable attorney's fees, costs and expenses.

**12. BROKERS:**

Neither BUYER nor SELLER has utilized the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

- a) **Listing Broker:** SVN Southland Commercial, who is an agent of the Seller  
And who will be compensated by SELLER as per the terms of separate listing agreement with SELLER.
- b). **Cooperating Broker:** NAI Halford, who is an agent of BUYER  
And who will be compensated by SELLER.

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations and negotiations resulting in this transaction. SELLER and BUYER agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorney's fees, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of BUYER or SELLER, which duty is beyond the scope of services regulated by Chapter 475, F.S., or (4) recommendations of services provided and expense incurred by any 3rd party whom Broker refers, recommends or retains for or on behalf of BUYER or SELLER.

**13. ASSIGNABILITY; PERSONS BOUND:**

This Contract \_\_\_\_\_ is not assignable, or X is assignable. The terms "BUYER," "SELLER," and "Broker" may be singular or plural. This Contract is binding upon BUYER, SELLER, and their heirs, personal representatives, successors, and assigns (if assignment is permitted).

**14. 1031 TAX-DEFERRED EXCHANGE:**

\_\_\_\_\_ SELLER \_\_\_\_\_ BUYER May elect to effect disposition of the Property through a tax-deferred exchange under Internal Revenue Code Section 1031, and both parties agree to cooperate therein, if requested to do so. Any party making use of the exchange agrees to hold the other party harmless from all costs related to said exchange.



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**15. MISCELLANEOUS:**

The terms of this Contract constitute the entire agreement between BUYER and SELLER. Modifications to this Contract shall not be valid or binding unless in writing and executed by the party to be bound. This Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A facsimile copy of this Contract and any initials or signature thereon shall be deemed as original. This Contract shall be construed under Florida law and shall not be recorded in any public records. Delivery of any written notice to any party's agent shall be deemed delivery to that party.

**TIME IS OF THE ESSENCE IN THIS CONTRACT.**

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. BUYER AND SELLER ARE ADVISED TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL, TAX, ENVIRONMENTAL AND OTHER SPECIALIZED ADVICE.**

**CONFIRMATION OF RESPONSIBILITY FOR CLOSING COSTS (as applicable):**

	SELLER	BUYER		SELLER	BUYER
Title Insurance (Owner Policy)	X		Title Insurance (Mortgagee Policy)		X
Doc Stamps on Deed	X		Doc Stamps on Note		X
Broker Fees:	X		Intangible Tax on Mortgage		X
Septic Tank Inspection:	X		Survey		X
Appraisal		X	Phase I Environmental		X
Recording Fees	X	X	Lender's Fees		X

In the event of any conflict between this confirmation and the terms written otherwise within this Sales Contract, this checklist shall prevail.


**DEPOSIT RECEIPT:** Deposit of \$ \_\_\_\_\_ from: \_\_\_\_\_  
 in the form of a check, received on \_\_\_\_\_ By (sign here): \_\_\_\_\_  
 as Escrow Agent, who will promptly forward a copy of any escrow deposits to Seller or Seller's Broker.

**OFFER:** BUYER offers to purchase the Property on the above terms and conditions. Unless acceptance is signed by SELLER and a signed copy delivered to Buyer or Buyer's Broker no later than 4:00 PM, Central Standard Time on \_\_\_\_\_ BUYER may revoke this offer and receive a full refund of all deposits.



Commercial Sales Contract

Commercial Real Estate Services, Worldwide.

Date: \_\_\_\_\_ BUYER:  Tax ID: \_\_\_\_\_  
 Printed Name: **Olde City Developers, LLC and/or assigns** Phone: \_\_\_\_\_  
 Title: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Address: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**ACCEPTANCE:** SELLER accepts BUYER'S offer and agrees to sell the Property on the above terms and Conditions, subject to any signed Addendum or initialed changes included herein. Should the Listing Agreement that was in effect as of the signing of this Sales Contract expire while the Contract is valid, the terms and conditions of said Listing Agreement will continue in full force and effect through termination, either through closing or otherwise, of this Contract and any extensions thereof.

Date: \_\_\_\_\_ SELLER: \_\_\_\_\_ Tax ID: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Title: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Address: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Date: \_\_\_\_\_ SELLER: \_\_\_\_\_ Tax ID: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Title: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Address: \_\_\_\_\_ E-Mail: \_\_\_\_\_

The Florida Association of Realtors makes no representation as to the validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR. REALTOR is a registered collective membership mark which may be used only by real estate licenses who are members of the NATIONAL ASSOCIATION OF REALTORS and who subscribe to its Code of Ethics.



*Commercial Sales Contract*

Commercial Real Estate Services, Worldwide.

EXHIBIT 'A'  
Legal Description  
(subject to survey)

W. Intendencia Street Pensacola Florida 32502

**000S00908001 - Full Legal Description**

LT 14 BLK 94 MAXENT TRACT DB 309 P 518 CA 103





Commercial Real Estate Services, Worldwide.

1. PURCHASE AND SALE:

Olde City Developers, LLC and/or assigns ("BUYER") agrees to buy and City of Pensacola ("SELLER") agrees to sell the property

described as: Street Address: W Intendencia Street Pensacola FL 32502

Parcel 00-0S-00-9080-014-094

Legal Description: Attached hereto as Exhibit 'A,' and subject to verification by survey, and the following personal property: none

(all collectively referred to as the "PROPERTY") on the terms and conditions set forth below.

The "Effective Date" of this Contract is the date on which the last of the Parties signs the latest offer. Time is of the essence in this Contract. Time periods of five (5) days or less shall be computed without including Saturday, Sunday, or national legal holidays and any time period ending on a Saturday, Sunday or national legal holiday shall be extended until 5:00 p.m. on the next business day.

2. PURCHASE PRICE:

Table with 2 columns: Description and Amount. Includes rows for deposit, less additional deposit, less mortgages, and balance to close.

3. THIRD PARTY FINANCING:

Within three (3) days from Effective Date ("Application Period"), BUYER shall, at BUYER'S expense, apply for Third-party financing at terms acceptable to Buyer. BUYER shall pay for all loan expenses, including the mortgagee title policy, which is typically available as an "add-on" to the owner's policy referenced in Section 4(a), below. BUYER shall timely provide any and all credit, employment, financial, estoppel letters and other information as reasonably required by any lender. BUYER shall notify SELLER immediately upon obtaining financing or being rejected by a lender. If BUYER, after diligent effort, fails to obtain a written commitment by ten (10) days prior to the expiration of the Inspection Period referenced in Section 7(b), below, ("Financing Period"), BUYER shall either:

- a) waive this financing contingency and proceed with closing, or
b) Reapply at SELLER'S request and at BUYER'S expense for financing at an alternate lender selected by SELLER. Reapplication will be made within three (3) days from SELLER'S request. If SELLER does not request reapplication, either party may terminate this Contract by written notice to the other party within the Inspection Period.

4. TITLE:

SELLER has the legal capacity to and shall convey marketable title to the Property by: X statutory warranty deed, or other, specify: n/a, free of liens, easements and encumbrances of record or known to SELLER, but subject to property taxes for the year of closing; covenants, restrictions and



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public utility easements of record; and (list any other matters to which title will be subject: none known; provided there exists at closing no violation of the foregoing and none of them Prevents BUYER'S intended use as N/A

a) EVIDENCE OF TITLE: SELLER shall, at X SELLER'S BUYER'S expense, and not later than fifteen (15) days prior to the Closing Date, Deliver to BUYER a title insurance policy by a Florida licensed title insurer and, upon BUYER recording the deed, an ALTA owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. BUYER shall, within seven (7) days from receipt of the commitment, deliver written notice to SELLER of title defects. Title shall be deemed acceptable to BUYER if (1) BUYER fails to deliver proper notice of defects or (2) BUYER delivers proper notice and SELLER cures the defects within fifteen (15) days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing shall occur within 10 days from receipt by BUYER of such curing. SELLER may elect not to cure defects if SELLER reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, BUYER shall have 10 days from receipt of notice of SELLER'S inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price. (If the BUYER needs a title commitment during the Inspection Period, the Buyer may have one prepared at its expense.)

b) SURVEY:
i) SELLER shall, within five (5) business days from Effective Date, deliver to BUYER copies of pertinent documents that SELLER has in its possession, including but not limited to: leases, surveys, plans, specifications and engineering documents for the subject property, if any, in SELLER'S possession. N/A
ii) BUYER shall, at BUYER'S expense and within the Inspection Period, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another such encroachments shall constitute a title defect to be cured within the Curative Period.

c) INGRESS AND EGRESS: SELLER warrants that the Property presently has ingress and egress sufficient for BUYER'S intended use of the Property, title to which is in accordance with Section 4.

d) POSSESSION: SELLER shall deliver possession and keys for all locks and alarms to BUYER at closing.

5. CLOSING DATE AND PROCEDURE:

This transaction shall be closed in Escambia County, Florida, on or before n/a, or within 30 days after due diligence, unless otherwise extended herein. BUYER shall designate the

Commercial Real Estate Services, Worldwide.

Closing Agent. BUYER and SELLER shall, within five (5) days from the expiration of the Inspection Period as referenced in Paragraph 7(b) hereunder, deliver to Escrow Agent signed instructions which provide for closing procedure. If an institutional lender is providing purchase funds, lender requirements as to place, time of day and closing procedures shall control over any contrary provisions in this Contract.

a) **COSTS:**

- i) **BUYER** shall pay taxes and recording fees on notes, mortgages and financing statements and recording fees for the new deed.
- ii) **SELLER** shall pay documentary stamps on the deed and recording fees for any documents needed to cure title defects. If a septic tank inspection is required, the Seller will pay the required fee to the Department of Health and arrange for said inspection prior to closing. If SELLER is obligated to discharge any encumbrance at or prior to closing and fails to do so, BUYER may use purchase proceeds to satisfy the encumbrances.

b) **DOCUMENTS:**

- i) **SELLER** shall provide the deed, bill of sale, mechanic's lien affidavit, assignments of leases, updated rent roll, tenant and lender estoppel letters, assignments of permits and licenses, corrective instruments and letters notifying tenants of the change in ownership/rental agreement. If any tenant refuses to execute an estoppel letter, SELLER shall certify that information regarding the tenant's lease is correct. If SELLER is a corporation, SELLER shall deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the corporate Secretary certifying the resolution and setting forth facts showing the conveyance conforms either the requirements of local law. SELLER shall transfer security deposits to BUYER.
- ii) **BUYER** shall provide the closing statement, mortgages and notes, security agreements and financing statements.

c) **TAXES, ASSESSMENTS, AND PRO-RATIONS:** The following items, as applicable, shall be made current and prorated as of Closing Date: real estate taxes, bond and assessment payments assumed by BUYER, interest, rents, association dues, and assumable insurance premiums acceptable to BUYER. If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year shall be used with due allowance being made for improvements and exemptions. SELLER is aware of the following assessments affecting or potentially affecting the Property: **none known**

BUYER shall be responsible for all assessments of any kind which become due and owing on or after Effective Date, unless the improvement is substantially completed as of Closing Date, in which case SELLER shall be obligated to pay the entire assessment.

d) **FIRPTA Tax Withholding:** The foreign Investment in Real Property Act ("FIRPTA") requires BUYER to withhold at closing a portion of the purchase proceeds for remission to the Internal Revenue Service if SELLER is a "foreign person" as defined by the Internal Revenue Code. The parties agree to comply with the provisions of FIRPTA and to provide, at or prior to closing, appropriate documentation to establish any applicable exemption from the withholding requirement. If withholding is required and BUYER does not have cash sufficient at closing to meet the withholding requirement, SELLER shall provide the necessary funds and BUYER shall provide proof to SELLER that such funds were properly remitted to the I.R.S.



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6. ESCROW:

BUYER and SELLER authorize **Liberis Law Firm**

Address: **212 Intendencia, Pensacola, Florida 32502**

Telephone: **(850) 438-9647** Facsimile: **(850) 433-5409**

to act as "Escrow Agent" to receive funds and other items and, subject to clearance, disburse them in accordance with the terms of this Contract. Escrow Agent will deposit all funds received in a non-interest bearing escrow account. If Escrow Agent receives conflicting demands or has a good faith doubt as to Escrow Agent's duties or liabilities under this Contract, he/she may (a) hold the subject matter of the escrow until the parties mutually agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties' rights regarding the escrow or (b) deposit the subject matter of the escrow with the clerk of the circuit court having jurisdiction over the dispute. Upon notifying the parties of such action, Escrow Agent shall be released from all liability except for the duty to account for items previously delivered out of escrow. If a licensed real estate broker, Escrow Agent shall comply with applicable provisions of Chapter 475, Florida Statutes. In any suit or arbitration in which Escrow Agent is made a party because of acting as agent hereunder or interpleads the subject matter of the escrow, Escrow Agent shall recover reasonably attorney's fees and costs, which such fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court or other costs in favor of the prevailing party. The parties agree that Escrow Agent shall not be liable to any person for misdelivery to BUYER or SELLER of escrowed items, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence.

7. PROPERTY CONDITION:

SELLER shall deliver the Property to BUYER at the time agrees in its present "as is" condition, ordinary wear and tear excepted, and shall maintain the landscaping and grounds in a comparable condition. SELLER makes no warranties other than marketability of title. By accepting the Property "as is", BUYER waives all claims against SELLER for any defects in the Property. *Select one of the following:*

- a)  **As Is:** BUYER has inspected the Property or waives any right to inspect and accepts the Property in its "AS IS" condition, or
- b)  **As Is With Right of Inspection:** BUYER may, at BUYER'S expense and within 30

Commercial Real Estate Services, Worldwide.

\_\_\_\_\_ days from the Effective Date ("Inspection Period"), conduct inspections, tests and investigations of the Property as BUYER deems necessary to determine suitability for BUYER'S intended use. It is BUYER'S sole responsibility to confirm with the appropriate municipal or county authorities that the zoning and future land use for the property will allow for the BUYER'S specific use. SELLER shall grant reasonable access to the Property to the BUYER, its agents, contractors and assigns for the purpose of conducting the inspections provided, however, that all such persons enter the Property and conduct the inspections at their own risk. BUYER shall indemnify and hold SELLER harmless from losses, damages, costs, claims and expenses of any nature, including attorney's fees, and from liability to any person, arising from the conduct of inspections or work authorized by BUYER. BUYER shall not engage in any activity that could result in a mechanics lien being filed against the Property without SELLER'S prior written consent. BUYER may terminate this Contract by written notice to SELLER prior to expiration of the Inspection Period if the inspections reveal conditions which are reasonably unsatisfactory to BUYER, unless SELLER elects to repair such conditions to BUYER'S satisfaction. If this transaction does not close, BUYER shall, at BUYER'S expense, repair all damages to the Property resulting from the inspections and return the Property to its present condition.

**During the Inspection Period, the BUYER may, at BUYER'S sole discretion, terminate this contract with prior written notice to SELLER, and receive full refund of escrow deposit(s).**

**Walk-through Inspection:** BUYER may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises. No new issues may be raised as a result of the walk-through. **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:**

SELLER shall continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and shall take no action which would adversely impact the Property, tenants, lenders, or business, if any. Any changes, such as renting vacant space, which materially affect the Property or BUYER'S intended use of the Property shall be permitted only with BUYER'S consent.

**9. RETURN OF DEPOSIT:**

In the event any condition of this Contract is not met and BUYER has acted in good faith and with the required degree of diligence, BUYER'S deposit shall be returned and this Contract shall terminate.

**10. DEFAULT:**

In the event the sale is not closed due to any default or failure on the part of BUYER, SELLER may either:

## Commercial Real Estate Services, Worldwide.

- a) retain all deposit(s) paid or agreed to be paid by BUYER as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract shall terminate, or
- b) seek specific performance. If SELLER elects to retain the deposit, BUYER shall be liable to Broker for the full amount of the brokerage fee.

### 11. ATTORNEY'S FEES AND COSTS:

In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision shall include BUYER, SELLER, and Broker, shall be awarded reasonable attorney's fees, costs and expenses.

### 12. BROKERS:

Neither BUYER nor SELLER has utilized the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

- a) **Listing Broker:** SVN Southland Commercial, who is an agent of the Seller  
And who will be compensated by SELLER as per the terms of separate listing agreement with SELLER.
- b) **Cooperating Broker:** NAI Halford, who is an agent of BUYER  
And who will be compensated by SELLER.

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations and negotiations resulting in this transaction. SELLER and BUYER agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorney's fees, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of BUYER or SELLER, which duty is beyond the scope of services regulated by Chapter 475, F.S., or (4) recommendations of services provided and expense incurred by any 3rd party whom Broker refers, recommends or retains for or on behalf of BUYER or SELLER.

### 13. ASSIGNABILITY; PERSONS BOUND:

This Contract \_\_\_\_\_ is not assignable, or X is assignable. The terms "BUYER," "SELLER," and "Broker" may be singular or plural. This Contract is binding upon BUYER, SELLER, and their heirs, personal representatives, successors, and assigns (if assignment is permitted).

### 14. 1031 TAX-DEFERRED EXCHANGE:

\_\_\_\_\_  
SELLER \_\_\_\_\_ BUYER May elect to effect disposition of the Property through a tax-deferred exchange under Internal Revenue Code Section 1031, and both parties agree to cooperate therein, if requested to do so. Any party making use of the exchange agrees to hold the other party harmless from all costs related to said exchange.

### 15. MISCELLANEOUS:



Commercial Sales Contract

Commercial Real Estate Services, Worldwide.

The terms of this Contract constitute the entire agreement between BUYER and SELLER. Modifications to this Contract shall not be valid or binding unless in writing and executed by the party to be bound. This Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A facsimile copy of this Contract and any initials or signature thereon shall be deemed as original. This Contract shall be construed under Florida law and shall not be recorded in any public records. Delivery of any written notice to any party's agent shall be deemed delivery to that party.

TIME IS OF THE ESSENCE IN THIS CONTRACT.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. BUYER AND SELLER ARE ADVISED TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL, TAX, ENVIRONMENTAL AND OTHER SPECIALIZED ADVICE.

CONFIRMATION OF RESPONSIBILITY FOR CLOSING COSTS (as applicable):

Table with 6 columns: Item, SELLER, BUYER, Item, SELLER, BUYER. Rows include Title Insurance (Owner Policy), Doc Stamps on Deed, Broker Fees, Septic Tank Inspection, Appraisal, Recording Fees, Title Insurance (Mortgagee Policy), Doc Stamps on Note, Intangible Tax on Mortgage, Survey, Phase I Environmental, Lender's Fees.

In the event of any conflict between this confirmation and the terms written otherwise within this Sales Contract, this checklist shall prevail.

DEPOSIT RECEIPT: Deposit of \$ from: in the form of a check, received on By (sign here): as Escrow Agent, who will promptly forward a copy of any escrow deposits to Seller or Seller's Broker.

OFFER: BUYER offers to purchase the Property on the above terms and conditions. Unless acceptance is signed by SELLER and a signed copy delivered to Buyer or Buyer's Broker no later than 4:00 PM, Central Standard Time on BUYER may revoke this offer and receive a full refund of all deposits.

Date: BUYER: [Signature] Tax ID: [Signature] Initials: Seller Buyer [Signature]



Commercial Sales Contract

Commercial Real Estate Services, Worldwide.

*[Handwritten signature]*  
Olde City Developers, LLC and/or

Printed Name: assigns Phone: \_\_\_\_\_

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

Address: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**ACCEPTANCE:**

SELLER accepts BUYER'S offer and agrees to sell the Property on the above terms and Conditions, subject to any signed Addendum or initialed changes included herein. Should the Listing Agreement that was in effect as of the signing of this Sales Contract expire while the Contract is valid, the terms and conditions of said Listing Agreement will continue in full force and effect through termination, either through closing or otherwise, of this Contract and any extensions thereof.

Date: \_\_\_\_\_ **SELLER:** Tax ID: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Address: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Date: \_\_\_\_\_ **SELLER:** Tax ID: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Address: \_\_\_\_\_ E-Mail: \_\_\_\_\_

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Surplus Request  
000S009080014094  
153145000  
W Intendencia St

BARRANCAS AVE

SG ST

W INTENDENCIA ST



Date: 12/22/2016



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.

L:\GIS\Map\_Archives\EconomicDev\CityOwned\Surplus\WIntendencia.mxd



Borrower/Client	Client - City of Pensacola	File No.	TF17082L-E
Property Address	Intendencia St		
City	Pensacola	County	Escambia
		State	Fl
Lender	City of Pensacola	Zip Code	32502

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**LAND APPRAISAL REPORT**

File No. TF17082L-E

<b>SUBJECT</b>	Borrower <u>Client - City of Pensacola</u> Census Tract <u>0003.00</u> Map Reference <u>32502</u>																																																																																																																																														
	Property Address <u>Intendencia St</u>																																																																																																																																														
	City <u>Pensacola</u> County <u>Escambia</u> State <u>Fl</u> Zip Code <u>32502</u>																																																																																																																																														
	Legal Description <u>Lot 14, Block 94, Maxent Tract</u>																																																																																																																																														
<b>NEIGHBORHOOD</b>	Sale Price \$ <u>N/A</u> Date of Sale _____ Loan Term _____ yrs. Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD																																																																																																																																														
	Actual Real Estate Taxes \$ <u>0</u> (yr) Loan charges to be paid by seller \$ <u>0</u> Other sales concessions <u>0</u>																																																																																																																																														
	Lender/Client <u>City of Pensacola</u> Address <u>222 West Main Street, Pensacola, Fl 32502</u>																																																																																																																																														
	Occupant <u>Vacant Land</u> Appraiser <u>Tom Fruitticher, MAI</u> Instructions to Appraiser <u>Appraise Current Market Value Fee Simple Int.</u>																																																																																																																																														
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	One-Unit Age Range <u>1</u> yrs. to <u>100+</u> yrs. Predominant Age <u>75</u> yrs. General Appearance of Properties <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>																																																																																																																																														
	Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) <u>The subject neighborhood is considered to be the 32502 zip code area, which is the downtown area of Pensacola. Over the past 12 months, there have been 88 sales in this area of homes and the median home sale price was \$161,950 and the average days on the market was 81. In the previous 12 months there were 84 sales that had a median price of \$129,500, indicating the area realized about a 25% median value increase in this time period.</u>																																																																																																																																														
	Dimensions <u>30 x 89.55 x Unknown x Unknown</u> = <u>0.08</u> Acres <input checked="" type="checkbox"/> Corner Lot																																																																																																																																														
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<b>MARKET DATA ANALYSIS</b>	Elec. <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other (Describe) _____ OFF SITE IMPROVEMENTS																																																																																																																																														
	Gas <input checked="" type="checkbox"/> _____ Street Access <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private																																																																																																																																														
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Is the property located in a FEMA Special Flood Hazard Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																																																																																																																															
Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) <u>No adverse conditions were noted.</u>																																																																																																																																															
The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.																																																																																																																																															
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### Location Map

Borrower/Client	Client - City of Pensacola				
Property Address	Intendencia St				
City	Pensacola	County	Escambia	State	FL Zip Code 32502
Lender	City of Pensacola				



### Flood Map

Borrower/Client	Client - City of Pensacola				
Property Address	Intendencia St				
City	Pensacola	County	Escambia	State	FI Zip Code 32502
Lender	City of Pensacola				



### Subject Photo Page

Borrower/Client	Client - City of Pensacola				
Property Address	Intendencia St				
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#### Subject Front

Intendencia St  
 Sales Price N/A  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location Downtown Pens.  
 View 0.08 Acres  
 Site  
 Quality  
 Age



#### Intendencia Street

Looking West Subject on  
 Right



#### G Street

Looking North Subject on  
 Right

**Comparable Photo Page**

Borrower/Client	Client - City of Pensacola						
Property Address	Intendencia St						
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Lender	City of Pensacola						



**Comparable 1**

114 N G St  
 Prox. to Subject 0.32 miles N  
 Sales Price 17,500  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location Downtown Pens.  
 View 0.13 Acres  
 Site  
 Quality  
 Age



**Comparable 2**

900 W Chase St  
 Prox. to Subject 0.40 miles NE  
 Sales Price 24,000  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location Downtown Pens.  
 View 0.11 Acres  
 Site  
 Quality  
 Age



**Comparable 3**

1018 W Government St  
 Prox. to Subject 0.22 miles SE  
 Sales Price 45,500  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location Downtown Pens.  
 View 0.17 Acres  
 Site  
 Quality  
 Age

**Comparable Photo Page**

Borrower/Client	Client - City of Pensacola				
Property Address	Intendencia St				
City	Pensacola	County	Escambia	State	FL Zip Code 32502
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**Comparable 1**

- Prox. to Subject
- Sales Price
- Gross Living Area
- Total Rooms
- Total Bedrooms
- Total Bathrooms
- Location
- View
- Site
- Quality
- Age



**Comparable 2**

- Prox. to Subject
- Sales Price
- Gross Living Area
- Total Rooms
- Total Bedrooms
- Total Bathrooms
- Location
- View
- Site
- Quality
- Age



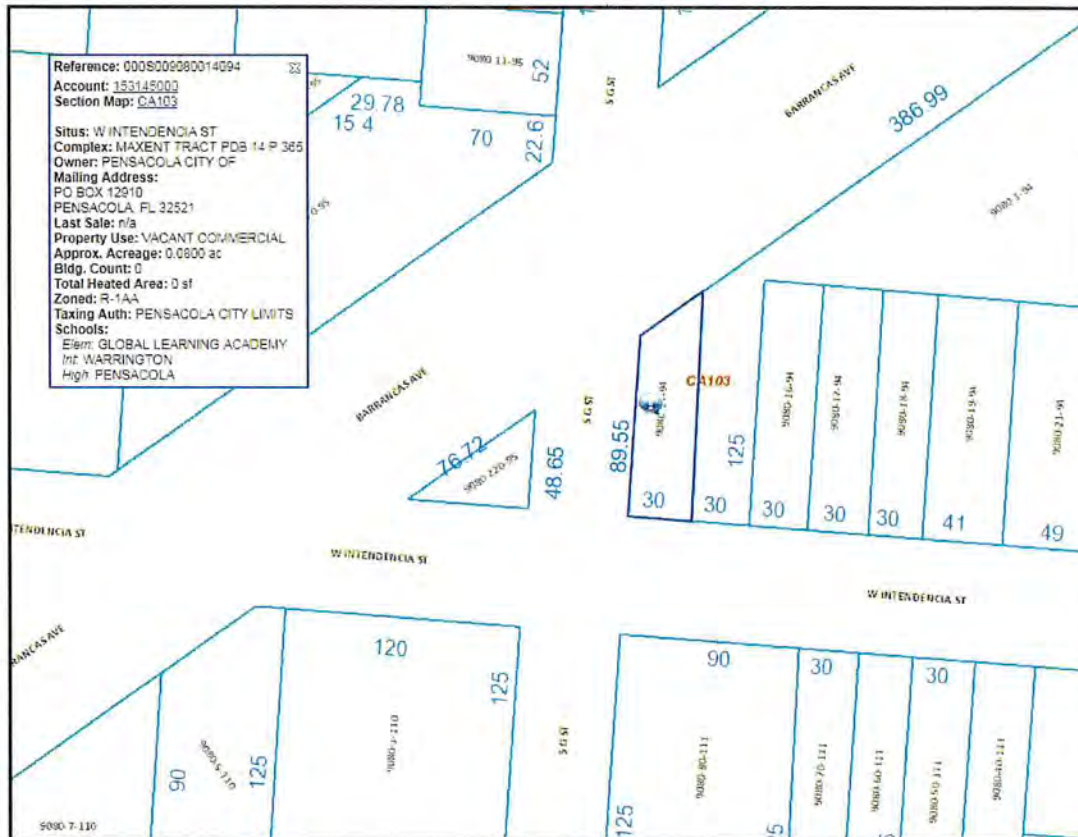
**Comparable 3**

- Prox. to Subject
- Sales Price
- Gross Living Area
- Total Rooms
- Total Bedrooms
- Total Bathrooms
- Location
- View
- Site
- Quality
- Age



### Subject Tax Plat

Borrower/Client	Client - City of Pensacola			
Property Address	Intendencia St			
City	Pensacola	County Escambia	State FL	Zip Code 32502
Lender	City of Pensacola			



### Subject Aerial

Borrower/Client	Client - City of Pensacola						
Property Address	Intendencia St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32502
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File No. TF17082L-E

**DEFINITION OF MARKET VALUE:** 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, 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 each acting in what he considers his own best interest; (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. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

\* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

## STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

**CONTINGENT AND LIMITING CONDITIONS:** The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

**CERTIFICATION:** The appraiser certifies and agrees that:

1. The statements of fact contained in this report are true and correct.
2. 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.
3. Unless otherwise indicated, 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.
4. Unless otherwise indicated, 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.
5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. 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.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.
10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).
11. As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute
12. As of the date of this report, I have completed the Standards and Ethics Education Requirements for Practicing Affiliates of the Appraisal Institute.

**Policy Statement of the Appraisal Institute**

1. It is improper to base a conclusion or opinion of value upon the premise that the racial, ethnic or religious homogeneity of the inhabitants of an area or of a property is necessary for maximum value.
2. Racial, religious, and ethnic factors are deemed unreliable predictors of value trends or price variance.
3. It is improper to base a conclusion or opinion of value or a conclusion with respect to neighborhood trends upon stereotyped or biased presumptions relating to the effective age or remaining life of the property being appraised or the life expectancy of the neighborhood in which it is located.

**ADDRESS OF PROPERTY ANALYZED:** Intendencia St, Pensacola, Fl 32502

**APPRAISER:**

Signature:   
 Name: Tom Frutkicher, MAI  
 Title: State-Certified General Real Estate Appraiser  
 State Certification #: RZ#2029  
 or State License #: \_\_\_\_\_  
 State: Fl Expiration Date of Certification or License: 11/30/2018  
 Date Signed: July 18, 2017

**SUPERVISORY or CO-APPRAISER (if applicable):**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 State Certification #: \_\_\_\_\_  
 or State License #: \_\_\_\_\_  
 State: \_\_\_\_\_ Expiration Date of Certification or License: \_\_\_\_\_  
 Date Signed: \_\_\_\_\_

Did  Did Not Inspect Property

# USPAP Compliance Addendum

Loan #  
File # TF17082L-E

Borrower/Client	Client - City of Pensacola		
Property Address	Intendencia St		
City	Pensacola	County	Escambia
Lender	City of Pensacola	State	FL
		Zip Code	32502

### APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

- Appraisal Report This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).
- Restricted Appraisal Report This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b). The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without the additional information in the appraiser's workfile.

### ADDITIONAL CERTIFICATIONS

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

- The statements of fact contained in this report are true and correct.
- The report analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or specified) 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 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.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- This appraisal report was prepared in accordance with the requirements of Title XI of FIRREA and any implementing regulations.

### PRIOR SERVICES

- I have **NOT** performed 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.
- I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

### PROPERTY INSPECTION

- I have **NOT** made a personal inspection of the property that is the subject of this report.
- I **HAVE** made a personal inspection of the property that is the subject of this report.

### APPRAISAL ASSISTANCE

Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

### ADDITIONAL COMMENTS


Additional USPAP related issues requiring disclosure and/or any state mandated requirements: **Subject History:** The subject property has been under its current ownership in excess of the previous three years. It was listed for sale by Lisa Bradley of SVN Southland Commercial for \$23,000. She indicated that she received multiple offers that range from \$15,000 to \$20,000. The list price is considered to be a good starting point but the offers are considered to be very reflective of market value. **Comparable Sales History:** Sale 1 had no arm's length sales in the previous 3 years but did have several quit claim deeds that were recorded in 2015 and 2014 but these were not arm's length and only minimal doc stamps were paid. Sale 2 had no other sales in the previous 3 years. Sale 3 previously sold on 2/6/2017 for \$45,500 per OR 7662/1468.

### MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY

- A reasonable marketing time for the subject property is 123 day(s) utilizing market conditions pertinent to the appraisal assignment.
- A reasonable exposure time for the subject property is 123 day(s).

### APPRAISE

### SIGN APPRAISER (ONLY IF REQUIRED)

Signature   
 Name Tom Fruitticher, MAI  
 Date of Signature July 18, 2017  
 State Certification # RZ#2029  
 or State License # \_\_\_\_\_  
 State FL  
 Expiration Date of Certification or License 11/30/2018

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Date of Signature \_\_\_\_\_  
 State Certification # \_\_\_\_\_  
 or State License # \_\_\_\_\_  
 State \_\_\_\_\_  
 Expiration Date of Certification or License \_\_\_\_\_

Effective Date of Appraisal 7/18/2017

- Supervisory Appraiser Inspection of Subject Property
- Did Not
  - Exterior-only from Street
  - Interior and Exterior

**Assumptions, Limiting Conditions & Scope of Work**

File No.: TF17082L-E

Property Address: Intendencia St	City: Pensacola	State: FL	Zip Code: 32502
Client: City of Pensacola	Address: 222 West Main Street, Pensacola, FL 32502		
Appraiser: Tom Fruitticher, MAI	Address: 3000 Langley Ave., Suite 402, Pensacola, FL 32504		

**STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS**

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance value, and should not be used as such.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client 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 by means of any other media, or by its inclusion in a private or public database.
- An appraisal of real property is not a 'home inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.): The subject property was visually inspected and information from County records was reviewed and relied upon. Upon determination of the land's highest and best use, similar land sales were researched and confirmed with one of the parties to the sale for use in the sales comparison analysis. The sales were adjusted for any differences with the subject and reconciled into a final value opinion. As this is the valuation of land, the income and cost approaches to value are being eliminated from consideration. As no reasonable appraiser would utilize these eliminated approaches and no weight would be placed on them if used, their elimination would have no impact on the final value opinion.

# Certifications

File No.: TF17082L-E

Property Address: Intendencia St	City: Pensacola	State: FL	Zip Code: 32502
Client: City of Pensacola	Address: 222 West Main Street, Pensacola, FL 32502		
Appraiser: Tom Fruitticher, MAI	Address: 3000 Langley Ave., Suite 402, Pensacola, FL 32504		

## APPRAISER'S CERTIFICATION

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

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of 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.
- Unless otherwise indicated, 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.
- 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.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.


## Additional Certifications:

## DEFINITION OF MARKET VALUE \*:

Market value means 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.

\* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

Client Contact: Rebecca Ferguson	Client Name: City of Pensacola
E-Mail: RFerguson@cityofpensacola.com	Address: 222 West Main Street, Pensacola, FL 32502
<b>APPRAISER</b>	<b>SUPERVISORY APPRAISER (If required) or CO-APPRAISER (if applicable)</b>
 Appraiser Name: Tom Fruitticher, MAI Company: Fruitticher Lowery Appraisal Group Phone: (850) 982-2470 Fax: _____ E-Mail: Tom@flag1.net Date Report Signed: July 18, 2017 License or Certification #: RZ#2029 State: FL Designation: State-Certified General Real Estate Appraiser Expiration Date of License or Certification: 11/30/2018 Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None Date of Inspection: 7/17/2017	Supervisory or Co-Appraiser Name: _____ Company: _____ Phone: _____ Fax: _____ E-Mail: _____ Date Report Signed: _____ License or Certification #: _____ State: _____ Designation: _____ Expiration Date of License or Certification: _____ Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None Date of Inspection: _____

SIGNATURES

# Appraiser License

Borrower/Client	Client - City of Pensacola				
Property Address	Intendencia St				
City	Pensacola	County	Escambia	State	FL Zip Code 32502
Lender	City of Pensacola				

RICK SCOTT, GOVERNOR	KEN LAWSON, SECRETARY
<b>STATE OF FLORIDA</b> <b>DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION</b> <b>FLORIDA REAL ESTATE APPRAISAL BD</b>	
<b>LICENSE NUMBER</b>	
RZ2029	
The CERTIFIED GENERAL APPRAISER Named below IS CERTIFIED Under the provisions of Chapter 475 FS. Expiration date: NOV 30, 2018	
FRUITTICHER, TOM 3000 LANGLEY AVE #402 PENSACOLA FL 32504	
	
ISSUED: 11/02/2016	SEQ # L1611020001810
DISPLAY AS REQUIRED BY LAW	
 	



SVN

First	Last	Name on Offer	Offer	Notes	Buyer's Intentions
Charles	Liberis	Old City Developers, and or assigns	\$20,000 cash	\$2,000 down, 30 days to close, seller pays commissions. Net to seller - \$18,800.	Residential development
Adam	Adkinson	ADSYNC Properties, LLC and/or assigns	\$15,025.01 Cash, seller paying closing costs	No down, 15 day due diligence, seller commissions, pays title, taxes on deed, and recording fees on docs needed to any cure title defect. Net to seller is \$13,932. Contract is assignable.	Assemblage with adjacent 30' lot for residential development, or rezone for office use

Robert Landers \$15,000 cash



Memorandum

File #: 17-00422

City Council

8/10/2017

**LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

PUBLIC HEARING FOR THE ANNUAL ASSESSMENT RESOLUTION IMPOSING STORMWATER SERVICE ASSESSMENTS AND APPROVAL OF 2017 STORMWATER ASSESSMENT ROLL

**RECOMMENDATION:**

That City Council conduct a public hearing on August 10, 2017 to adopt the final assessment resolution imposing stormwater service assessments and approving the 2017 Stormwater Assessment Roll.

**HEARING REQUIRED:** Public

**SUMMARY:**

The City of Pensacola created a stormwater utility fee in 2001 to provide a dedicated funding source for stormwater management costs. To continue to receive stormwater assessment revenue, it is necessary that the City Council conduct an annual public hearing on August 10, 2017 to adopt the annual assessment resolution imposing stormwater service assessments and to approve the 2017 Stormwater Assessment Roll.

Since its inception, the stormwater utility fee has generated over \$31 million in revenue designated exclusively for stormwater management. A billing rate of \$72.24 per equivalent stormwater unit (ESU) billing unit is proposed for 2017, the same rate as 2016.

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

2017 Rate Structure:

Residential:

<u>Building Sq. Ft.</u>	<u>2017 Rate</u>
Small 100-1,100	\$ 31.79
Small-Med 1,101-1,600	\$ 49.12
Medium 1,601-2,500	\$ 72.24
Large 2,501-5,600	\$110.53
Very Large 5,601+	Treated as a Commercial Property

Commercial:

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

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$2,775,000

Actual: \$2,775,000

**FINANCIAL IMPACT:**

The 2017 stormwater assessment program will generate an estimated \$2.8 million in revenue for Fiscal Year 2018 stormwater management and improvement projects.

**CITY ATTORNEY REVIEW:** Yes

7/18/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker, Jr., Chief Financial Officer  
George J. Maiberger, Purchasing Manager

**ATTACHMENTS:**

- 1) Assessment Resolution

**PRESENTATION:** No

**RESOLUTION NO. \_\_\_-17**

**A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES PROVIDED BY THE CITY'S STORMWATER UTILITY; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST DEVELOPED PROPERTY LOCATED WITHIN THE STORMWATER SERVICE AREA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the City Council desires to reimpose a stormwater service assessment program using the tax bill collection method for the Fiscal Year beginning on October 1, 2017;

**WHEREAS**, in order to reimpose Stormwater Service Assessments for the Fiscal Year beginning October 1, 2017, the Ordinance requires the City Council to adopt an Annual Stormwater Service Assessment Resolution during its budget adoption process for each Fiscal Year, which establishes the rate of assessment and approves the updated Stormwater

Assessment Roll for the upcoming Fiscal Year, with such amendments as the City Council deems appropriate, after hearing comments and objections of all interested parties;

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

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

**WHEREAS**, a public hearing has been duly held on August 10, 2017 and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

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

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

**SECTION 2. DEFINITIONS.**

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

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

**SECTION 3. APPROVAL OF STORMWATER ASSESSMENT ROLL.** The updated Stormwater Assessment Roll, which is currently on file in the office of the City Clerk and incorporated herein by reference, is hereby approved.

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

(A) It is hereby ascertained, determined, and declared that each parcel of Assessed Property within the Stormwater Service Area will be specially benefited by the City's Stormwater Management Services in an amount not less than the Stormwater Service Assessment for such Tax Parcel, computed in the manner set forth in the Amended and Restated Initial Assessment Resolution, and set forth in the updated Stormwater Assessment Roll. Adoption of this Annual Stormwater Service Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance and the Amended and Restated Initial Assessment Resolution from the

Stormwater Management Services to be provided and a legislative determination that the Stormwater Service Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Amended and Restated Initial Assessment Resolution.

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

(C) For the Fiscal Year beginning October 1, 2017, the estimated Stormwater Service Cost of \$2,838,800.00 shall be allocated among all parcels of Assessed Property, based upon each parcel's number of Net ESUs. An annual rate of assessment equal to \$72.24 per Net ESU is hereby imposed for each Tax Parcel of Developed Property. Stormwater Service Assessments for Stormwater Management Services in the amounts set forth in the updated Stormwater Assessment Roll, as herein approved, are hereby levied and imposed on all Tax Parcels of Assessed Property described in the Stormwater Assessment Roll for the Fiscal Year beginning October 1, 2017.

(D) The Stormwater Service Assessments shall constitute a lien upon the Tax Parcels so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien for the Stormwater Service Assessments shall be deemed perfected upon adoption by the City

Council of this Annual Rate Resolution and shall attach to the property included on the Stormwater Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

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

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

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

(B) The Stormwater Service Assessments shall be collected from all Government Property in accordance with Section 4.04 of the Ordinance. The Council hereby directs the Stormwater Utility Director to mail said bills no later than November 1, 2017.



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

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

**DULY ADOPTED** this 10th day of August, 2017.

**CITY OF PENSACOLA, FLORIDA**

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President of the City Council

ATTEST:

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City Clerk

**APPENDIX A**

**PROOF OF PUBLICATION**

**APPENDIX B**

**AFFIDAVIT OF MAILING**

## **AFFIDAVIT OF MAILING**

BEFORE ME, the undersigned authority, personally appeared Ashton J. Hayward, III, and Tammy Peters, who, after being duly sworn, depose and say:

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

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

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

3. On or before July 20, 2017, GSG caused the mailing of the above-referenced notices in accordance with the Ordinance and the Initial Assessment Resolution by First Class Mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by the Escambia County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

FURTHER AFFIANTS SAYETH NOT.

\_\_\_\_\_  
Ashton J. Hayward, III, affiant

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

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing Affidavit of Mailing was sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Ashton J. Hayward, III, Mayor, City of Pensacola, Florida. He is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

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

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing Affidavit of Mailing was sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Tammy Peters, Office Manager, Government Services Group, Inc., a Florida corporation. She is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

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

**APPENDIX C**

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

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

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

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Escambia County Tax Collector by September 15, 2017.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Escambia County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF PENSACOLA, FLORIDA

By: \_\_\_\_\_  
Ashton J. Hayward, III  
Mayor

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



Rebecca Donahue City of Pensacola  
 CITY PURCHASING/LEGAL ADS  
 CITY HALL, 6TH FLOOR  
 222 WEST MAIN STREET  
 PENSACOLA FL 32502

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

State of Florida  
 County of Escambia:

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

**NOTICE OF HEARING TO IMPO**

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

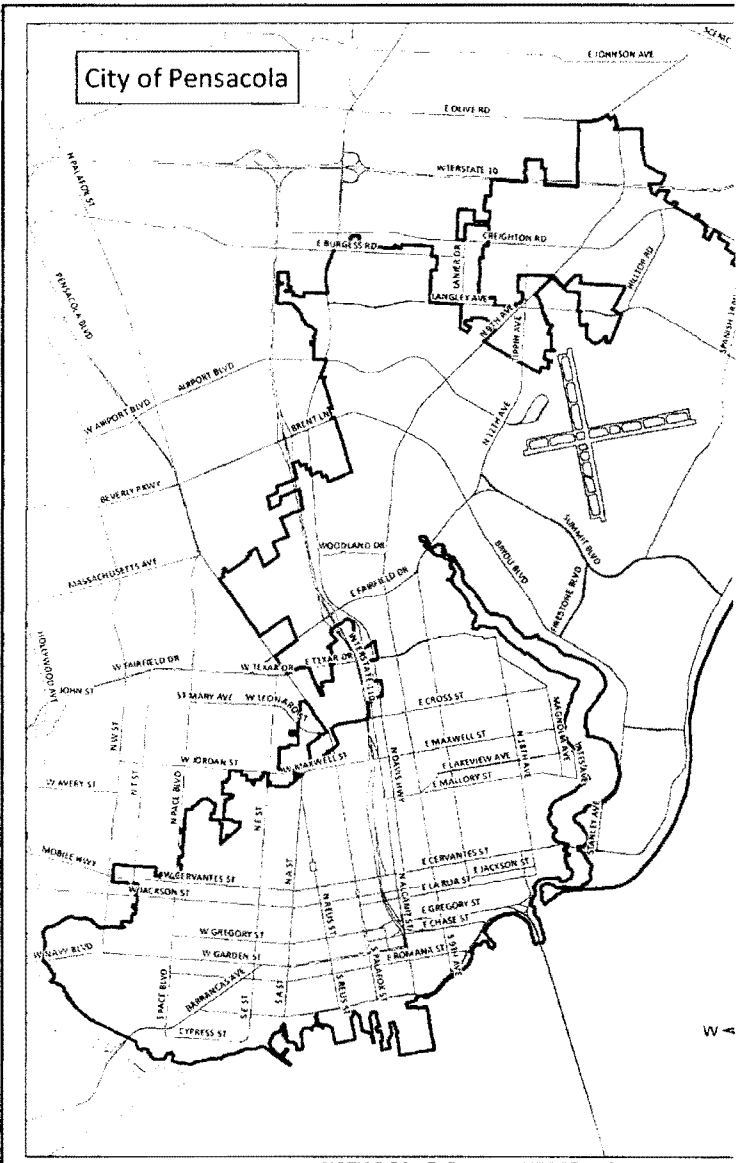
**07/20/17**

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 corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 20th of July 2017, by Brittini L Pennington who is personally known to me

*Brittini L. Pennington*  
 Affiant

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



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

Notice is hereby given that the City Council of the City of Pensacola, Florida, will conduct a public hearing on Thursday, August 10, 2017 in the City Council Chambers in City Hall, 222 West Main Street, City of Pensacola, Florida, to consider the City Council's decision to reimpose Stormwater Service Assessments in the area receiving Stormwater Management Services shown above, for the fiscal year beginning October 1, 2017 and future fiscal years. The hearing on Thursday, August 10, 2017 in the City Council Chambers in City Hall, 222 West Main Street, City of Pensacola, Florida, will be held at 10:00 AM. The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for persons with disabilities. Please call (850) 435-1606 (or TDD 435-1666) for further information. Written objections to the non-ad valorem assessments must be filed with the City Council of Pensacola, Florida, at least 48 hours in advance of the hearing. The City of Pensacola will provide a list of affected property owners to the City Council of Pensacola, Florida, at least 48 hours in advance of the hearing. Property owners have a right to appear at the hearing and to file written objections to the non-ad valorem assessments. Please include your name, parcel number, and the reason you object to the

Publication Cost: \$796.98  
 Ad No: 0002273069  
 Customer No: PNJ-26626600

objections. Address all written objections as follows: The Purchasing Office; Objections to Non-Post Office Box 12910, Pensacola, Florida 32521. Any person wishing to appeal any decision of spect to any matter considered will need a record of the proceedings and may wish to ensure th the proceedings is made.

The Stormwater Service Assessments have been imposed to fund the City's cost to provide S Service in the area shown above. The Stormwater Service Assessments are based upon th stormwater runoff generated by impervious surface on the property. Impervious surfaces inclu driveways, parking lots and similar areas. The City has determined that the median single-Stormwater Service Area includes 2,998 square feet of impervious surface, which is defin stormwater unit value" or "ESU Value." The annual Stormwater Service Assessment rate for it will be \$72.24 for each Net ESU.

Generally, the number of ESUs were calculated individually for each parcel of property by divid face area by 2,998 square feet. Credit for privately maintained Stormwater management faciliti fecting the quantity or quality of Stormwater runoff has also been applied, resulting in an ass more specific description is set forth in the Amended and Restated Initial Stormwater Assessmer the City Council on July 22, 2010. Copies of the Stormwater Services Assessment Ordinance Amended and Restated Initial Assessment Resolution (Resolution No. 18-10), Amended and Restat olution (Resolution No. 36-10), and the preliminary assessment roll are available for inspection Clerk, 222 West Main Street, 7th Floor, Pensacola, Florida.

The Stormwater Service Assessment, except for those imposed on government property, will be property ad valorem tax bill that is mailed in November by the Escambia County Tax Collec Stormwater Service Assessment will cause a tax certificate to be issued against the assessed proper loss of title.

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

THE CITY OF PENS

Legal No. 2273069 1T July 20, 2017

STANDARD POST  
Pensacola, Florida  
Escambia County, Florida  
32501-12910





Memorandum

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File #: 17-41

City Council

8/10/2017

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**LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

RESOLUTION NO. 17-41 - IMPOSING STORMWATER SERVICE ASSESSMENTS AND APPROVAL OF 2017 STORMWATER ASSESSMENT ROLL

**RECOMMENDATION:**

That City Council adopt Resolution No. 17-41:

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES PROVIDED BY THE CITY'S STORMWATER UTILITY; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST DEVELOPED PROPERTY LOCATED WITHIN THE STORMWATER SERVICE AREA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** Public

**SUMMARY:**

The City of Pensacola created a stormwater utility fee in 2001 to provide a dedicated funding source for stormwater management costs. To continue to receive stormwater assessment revenue, it is necessary that the City Council conduct an annual public hearing on August 10, 2017 to adopt the annual assessment resolution imposing stormwater service assessments and to approve the 2017 Stormwater Assessment Roll.

Since its inception, the stormwater utility fee has generated over \$31 million in revenue designated exclusively for stormwater management. A billing rate of \$72.24 per equivalent stormwater unit (ESU) billing unit is proposed for 2017, the same rate as 2016.

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

2017 Rate Structure:

Residential:

<u>Building Sq. Ft.</u>	<u>2017 Rate</u>
Small 100-1,100	\$31.79
Small-Med 1,101-1,600	\$49.12
Medium 1,601-2,500	\$72.24
Large 2,501-5,600	\$110.53
Very Large 5,601+	Treated as a Commercial Property

Commercial:

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

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$2,775,000

Actual: \$2,775,000

**FINANCIAL IMPACT:**

The 2017 stormwater assessment program will generate an estimated \$2.8 million in revenue for FY2018 stormwater management and improvement projects.

**CITY ATTORNEY REVIEW:** Yes

7/19/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker, Jr., Chief Financial Officer  
George J. Maiberger, Purchasing Manager

**ATTACHMENTS:**

- 1) Resolution No. 17-41

**PRESENTATION:** No



**RESOLUTION NO. 41-17**

**A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES PROVIDED BY THE CITY'S STORMWATER UTILITY; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST DEVELOPED PROPERTY LOCATED WITHIN THE STORMWATER SERVICE AREA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the City Council desires to reimpose a stormwater service assessment program using the tax bill collection method for the Fiscal Year beginning on October 1, 2017;

**WHEREAS**, in order to reimpose Stormwater Service Assessments for the Fiscal Year beginning October 1, 2017, the Ordinance requires the City Council to adopt an Annual Stormwater Service Assessment Resolution during its budget adoption process for each Fiscal Year, which establishes the rate of assessment and approves the updated Stormwater

Assessment Roll for the upcoming Fiscal Year, with such amendments as the City Council deems appropriate, after hearing comments and objections of all interested parties;

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

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

**WHEREAS**, a public hearing has been duly held on August 10, 2017 and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

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

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

**SECTION 2. DEFINITIONS.**

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

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

**SECTION 3. APPROVAL OF STORMWATER ASSESSMENT ROLL.** The updated Stormwater Assessment Roll, which is currently on file in the office of the City Clerk and incorporated herein by reference, is hereby approved.

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

(A) It is hereby ascertained, determined, and declared that each parcel of Assessed Property within the Stormwater Service Area will be specially benefited by the City's Stormwater Management Services in an amount not less than the Stormwater Service Assessment for such Tax Parcel, computed in the manner set forth in the Amended and Restated Initial Assessment Resolution, and set forth in the updated Stormwater Assessment Roll. Adoption of this Annual Stormwater Service Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance and the Amended and Restated Initial Assessment Resolution from the



Stormwater Management Services to be provided and a legislative determination that the Stormwater Service Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Amended and Restated Initial Assessment Resolution.

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

(C) For the Fiscal Year beginning October 1, 2017, the estimated Stormwater Service Cost of \$2,838,800.00 shall be allocated among all parcels of Assessed Property, based upon each parcel's number of Net ESUs. An annual rate of assessment equal to \$72.24 per Net ESU is hereby imposed for each Tax Parcel of Developed Property. Stormwater Service Assessments for Stormwater Management Services in the amounts set forth in the updated Stormwater Assessment Roll, as herein approved, are hereby levied and imposed on all Tax Parcels of Assessed Property described in the Stormwater Assessment Roll for the Fiscal Year beginning October 1, 2017.

(D) The Stormwater Service Assessments shall constitute a lien upon the Tax Parcels so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien for the Stormwater Service Assessments shall be deemed perfected upon adoption by the City

Council of this Annual Rate Resolution and shall attach to the property included on the Stormwater Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

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

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

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

(B) The Stormwater Service Assessments shall be collected from all Government Property in accordance with Section 4.04 of the Ordinance. The Council hereby directs the Stormwater Utility Director to mail said bills no later than November 1, 2017.

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

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

**DULY ADOPTED** this 10th day of August, 2017.

**CITY OF PENSACOLA, FLORIDA**

---

President of the City Council

ATTEST:

---

City Clerk

**APPENDIX A**

**PROOF OF PUBLICATION**

Rebecca Donahue City of Pensacola  
CITY PURCHASING/LEGAL ADS  
CITY HALL, 6TH FLOOR  
222 WEST MAIN STREET  
PENSACOLA FL 32502

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

State of Florida  
County of Escambia:

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

**NOTICE OF HEARING TO IMPO**

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

**07/20/17**

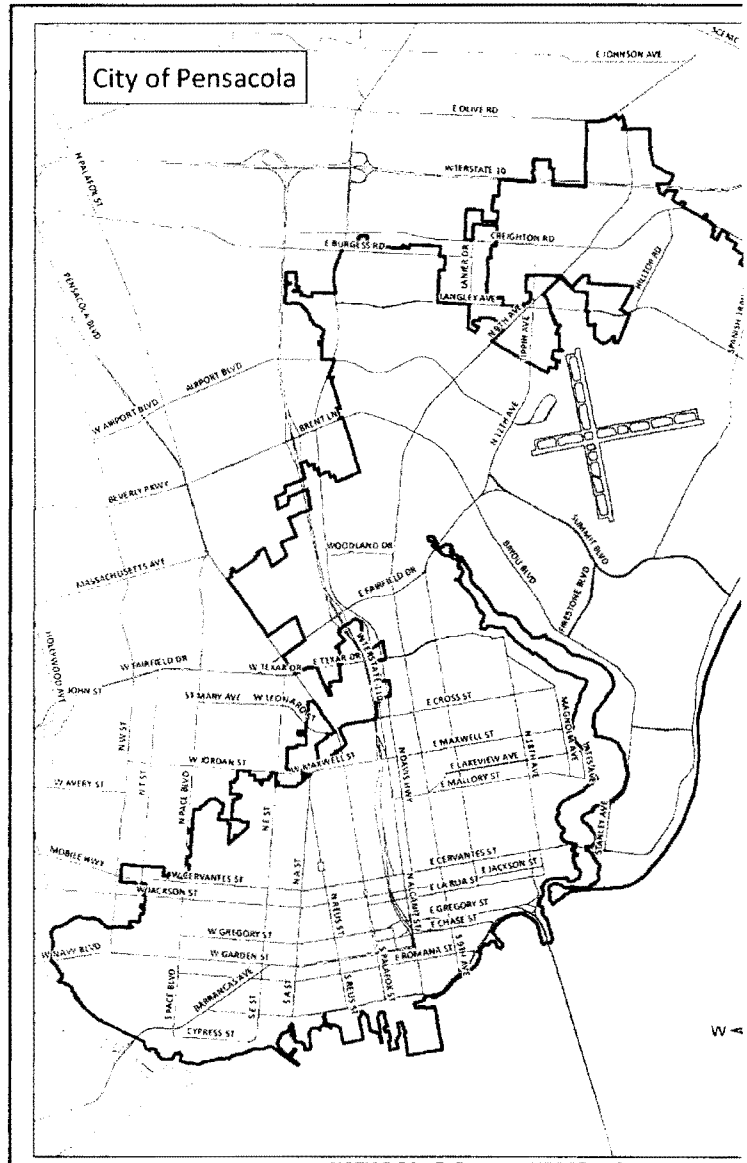
Affiant further says that the said **Pensacola News Journal** is a newspaper in said Escambia County, Florida and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, 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 corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 20th of July 2017, by Brittini L Pennington who is personally known to me

*Brittini L. Pennington*  
Affiant

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

Publication Cost: \$796.98  
Ad No: 0002273069  
Customer No: PNJ-26626600



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

Notice is hereby given that the City Council of the City of Pensacola, Florida, will conduct a public hearing on Thursday, August 10, 2017 in the City Council Chambers in City Hall, 222 West Main Street, City of Pensacola, Florida, to consider the City Council's proposed ordinance to reimpose Stormwater Service Assessments in the area receiving Stormwater Management Services shown above, for the fiscal year beginning October 1, 2017 and future fiscal years. The hearing on Thursday, August 10, 2017 in the City Council Chambers in City Hall, 222 West Main Street, City of Pensacola, Florida, will be held at 10:00 AM. The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for persons with disabilities. Please call (850) 435-1606 (or TDD 435-1666) for further information. Written objections to the non-ad valorem assessments must be filed with the City Council of Pensacola, Florida, at least 48 hours in advance of the hearing. The City of Pensacola will provide a list of affected property owners to the City Council of Pensacola, Florida, at least 48 hours in advance of the hearing. Property owners have a right to appear at the hearing and to file written objections to the non-ad valorem assessments. Please include your name, parcel number, and the reason you object to the

objections. Address all written objections as follows: The Purchasing Office; Objections to Non-Post Office Box 12910, Pensacola, Florida 32521. Any person wishing to appeal any decision of spect to any matter considered will need a record of the proceedings and may wish to ensure th the proceedings is made.

The Stormwater Service Assessments have been imposed to fund the City's cost to provide S Service in the area shown above. The Stormwater Service Assessments are based upon th stormwater runoff generated by impervious surface on the property. Impervious surfaces inclu driveways, parking lots and similar areas. The City has determined that the median single-Stormwater Service Area includes 2,998 square feet of impervious surface, which is defin stormwater unit value" or "ESU Value." The annual Stormwater Service Assessment rate for it will be \$72.24 for each Net ESU.

Generally, the number of ESUs were calculated individually for each parcel of property by divid face area by 2,998 square feet. Credit for privately maintained Stormwater management faciliti fecting the quantity or quality of Stormwater runoff has also been applied, resulting in an ass more specific description is set forth in the Amended and Restated Initial Stormwater Assessmer the City Council on July 22, 2010. Copies of the Stormwater Services Assessment Ordinance Amended and Restated Initial Assessment Resolution (Resolution No. 18-10), Amended and Restat olution (Resolution No. 36-10), and the preliminary assessment roll are available for inspection Clerk, 222 West Main Street, 7th Floor, Pensacola, Florida.

The Stormwater Service Assessment, except for those imposed on government property, will be property ad valorem tax bill that is mailed in November by the Escambia County Tax Collec Stormwater Service Assessment will cause a tax certificate to be issued against the assessed proper loss of title.

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

THE CITY OF PENS

Legal No. 2273069 1T July 20, 2017

STANDARD PRINT  
Escambia County, Florida  
Pensacola, Florida 32503  
(850) 435-1800



**APPENDIX B**

**AFFIDAVIT OF MAILING**

## **AFFIDAVIT OF MAILING**

BEFORE ME, the undersigned authority, personally appeared Ashton J. Hayward, III, and Tammy Peters, who, after being duly sworn, depose and say:

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

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

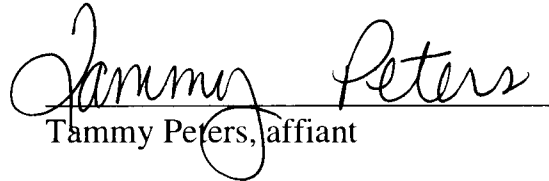


3. On or before July 20, 2017, GSG caused the mailing of the above-referenced notices in accordance with the Ordinance and the Initial Assessment Resolution by First Class Mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by the Escambia County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

FURTHER AFFIANTS SAYETH NOT.



Ashton J. Hayward, III, affiant

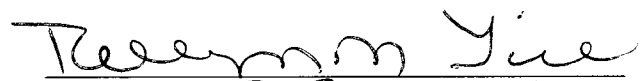


Tammy Peters, affiant

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

<sup>4<sup>th</sup></sup> The foregoing Affidavit of Mailing was sworn to and subscribed before me this 4<sup>th</sup> day of AUGUST, 2017 by <sup>2017</sup> ~~Ashton J. Hayward, III~~ <sup>CLSO</sup> ~~III~~ <sup>FOR</sup> Mayor, City of Pensacola, Florida. He is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

<sup>Not</sup>



Printed Name: ROBYN M. TICE

Notary Public, State of Florida

At Large

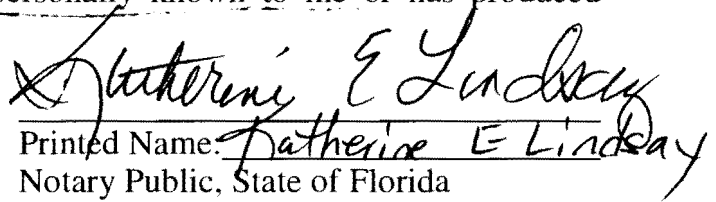
My Commission Expires: \_\_\_\_\_

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



STATE OF FLORIDA  
COUNTY OF LEON

21 The foregoing Affidavit of Mailing was sworn to and subscribed before me this day of July, 2017 by Tammy Peters, Office Manager, Government Services Group, Inc., a Florida corporation. She is personally known to me or has produced as identification and did take an oath.



Printed Name: Katherine E Lindsay  
Notary Public, State of Florida

At Large

My Commission Expires: \_\_\_\_\_

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



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

CITY OF PENSACOLA, FLORIDA

NOTICE OF PUBLIC HEARING FOR ADOPTION OF  
STORMWATER SERVICE ASSESSMENT

NOTICE DATE: JULY 20, 2017

MCCRAY TERRI LYNN  
701 E STRONG ST  
PENSACOLA FL 32501

Tax Parcel #: 00-0S-00-8014-000-070  
Sequence #: PSW-000029  
Legal: LOT 7 ENCLAVE AT STRONG  
STREET PB 19 P 26 OR 7310

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

Dear City of Pensacola Property Owner:

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

If you are receiving this letter, your property falls within the area receiving stormwater management services from the City. Stormwater service assessments are based upon the estimated amount of stormwater runoff generated by impervious surface on your property. Impervious surfaces include the rooftop, patios, driveways, parking lots and similar areas. The City has determined that the median single-family residence in the Stormwater Service Area includes 2,998 square feet of impervious surface, which is the value of one "equivalent stormwater unit" or "ESU Value." Single-family residential properties are categorized into one of five ESU tiers based on the estimated amount of impervious area associated with each parcel (computed by using the building footprint of the residence). Condominium and townhouse residential units are charged generally by calculating the total number of ESUs applicable to the condominium or townhouse complex as a whole, then dividing that total number of ESUs by the total number of condominium residential units on the property. For general parcels, such as commercial parcels, the number of ESUs has been calculated individually for each parcel of property by dividing the impervious surface area by 2,998 square feet. Credit for privately maintained stormwater management facilities and other factors affecting the quantity or quality of stormwater runoff has also been calculated, if applicable, resulting in the assignment of Net ESUs. The annual Stormwater Service Assessment rate for Fiscal Year 2017-18 will be \$72.24 for each Net ESU. The maximum Stormwater Service Assessment rate that can be imposed without further mailed notice for future fiscal years is \$72.24 for each Net ESU. It is estimated that the City will collect \$2,838,800 from the Stormwater Service Assessments for Fiscal Year 2017-18.

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

Number of Net Equivalent Stormwater Units (ESUs): 1.00

The FY 2017-18 annual stormwater assessment for the above parcel is: \$72.24

The maximum annual stormwater assessment that can be imposed without further notice for future fiscal years is \$72.24.

The City Council will hold a public hearing at 5:30 p.m. on August 10, 2017, in the City Council Chambers located at City Hall, 222 West Main Street, Pensacola, Florida. Comments will be received on the proposed Stormwater Service Assessments, including their collection on the ad valorem tax bill. You are invited to attend and participate in the hearing. You may also file written objections with the City Council within twenty (20) days of the date of this notice. Please include your name, parcel number, and the reason you object to the assessment on all written objections. Objections should be forwarded as follows: Mayor; Objections to Non ad Valorem Assessments; P.O. Box 12910, Pensacola, Florida 32521. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, if you need a special accommodation or an interpreter to participate in this proceeding, please contact the City Clerk at (850) 435-1606 at least 48 hours prior to the date of the hearing.

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

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

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

**APPENDIX C**

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

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

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

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Escambia County Tax Collector by September 15, 2017.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Escambia County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF PENSACOLA, FLORIDA

By: \_\_\_\_\_  
Ashton J. Hayward, III  
Mayor

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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File #: 17-00431

City Council

8/10/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

**PUBLIC HEARING:** REQUEST FOR ZONING MAP AMENDMENT & FUTURE LAND USE AMENDMENT - 109 N. A STREET

**RECOMMENDATION:**

That City Council conduct a public hearing on August 10, 2017 to consider the request to amend the City's Future Land Use Map and Zoning Map for property located at 109 North A Street.

**HEARING REQUIRED:** Public

**SUMMARY:**

The City has received a request from Novota Properties, LLC to amend the City's Zoning Map from R-2 (Residential Office) to C-1 (Commercial) and the City's Future Land Use Map from O (Office) to C (Commercial).

On July 11, 2017, the Planning Board unanimously recommended approval of the proposed Future Land Use Map and Zoning Map amendment.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

7/18/2017

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**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Sherry H. Morris, AICP, Planning Services Administrator

**ATTACHMENTS:**

- 1) Rezoning Application, Novota, dated June 15, 2017
- 2) Future Land Use Map, Novota Rezoning Request, July 2017
- 3) Zoning Map, Novota Rezoning Request, July 2017
- 4) July 11, 2017 Planning Board Minutes
- 5) Communication from Notified Property Owners
- 6) Proposed Ordinance - Future Land Use Amendment
- 7) Proposed Ordinance - Zoning Amendment

**PRESENTATION:** Yes



**REZONING**

Please check application type:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> <b>Conventional Rezoning</b> | <input checked="" type="checkbox"/> <b>Comprehensive Plan / FLUM Amendment</b> | <input type="checkbox"/> <b>(≥ 10 acres)</b> |
| Application Fee: \$2,500.00                           | ( <b>&lt; 10 acres</b> )   | \$3,500.00                                   |
| Rehearing/Rescheduling (Planning Board): \$250.00     | \$3,500.00   | \$250.00                                     |
| Rehearing/Rescheduling (City Council): \$750.00       | \$750.00   | \$1,000.00                                   |

Applicant Information:

Name: JAMES M. NOVOVA Date: 6/15/17  
 Address: 411 W. DeSoto St Pensacola FL 32501  
 Phone: 850.501.3014 Fax: \_\_\_\_\_ Email: MICK@NOVOVA.COM

Property Information:

Owner Name: NOVOVA PROPERTIES LLC Phone: 850.501.3014  
 Location/Address: 109 NORTH "A" STREET PENSACOLA FL 32502  
 Parcel ID: 00-05-00-9000-080-013 Acres/Square Feet: .225  
 Zoning Classification: Existing RL Proposed C-2A  
 Future Land Use Classification: Existing O Proposed C  
 Reason Rezoning Requested: PROPERTY HAS NEVER BEEN A RESIDENCE, REQUEST IT BE ZONED TO MATCH ADJACENT PROPERTY ON EAST SIDE OF W "A" STREET.

- Required Attachments: (A) Full legal description of property (from deed or survey)  
 (B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 16 day of JUNE, 2017.

Applicant Signature: [Signature] Owner Signature: [Signature]  
 Applicant Name (Print): JAMES M. NOVOVA Owner Name (Print): JAMES M. NOVOVA

Sworn to and subscribed to before me this 16 day of JUNE, 2017  
 Name: [Signature] Commission Expires: \_\_\_\_\_



2/27/2019

**FOR OFFICE USE ONLY**

Council District: #7 Date Received: 6/16/17 Case Number: \_\_\_\_\_  
 Date Postcards mailed: \_\_\_\_\_ Planning Board Date: 7/11/17 Recommendation: N/A  
 Committee Date: \_\_\_\_\_ Council Date: \_\_\_\_\_ Council Action: \_\_\_\_\_  
 Second Reading: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_



Prepared by:  
Southern Guaranty Title Company  
4400 Bayou Boulevard, Suite 13B, Pensacola, Florida 32503  
Parcel ID No: 000S00-9080-080-013

## Quit Claim Deed

Made this February 13, 2017 A.D. by Michael S. Novota and James M. Novota, whose post office address is: 411 W. Desoto Street, Pensacola, FL 32501, hereinafter called the Grantor, to Novota Properties, LLC, a Florida limited liability company, whose post office address is: 411 W. Desoto Street, Pensacola, FL 32501, hereinafter called the grantee:

**Witnesseth**, that the grantor, for and in consideration of the sum of \$ TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to, all that certain land situate in Escambia County, Florida, viz:

The East 85 feet of the South 15 feet of Lot 8 and the East 85 feet of Lots 9, 10 and 11, Block 13, Maxent Tract, City of Pensacola, Escambia County, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906.

The property described herein is not the legal homestead of the Grantor.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.


**To Have and to Hold**, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behoof of the said grantee forever.

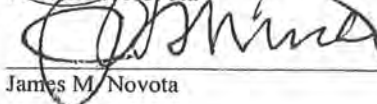
**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

*Signed, sealed and delivered in our presence:*

  
\_\_\_\_\_  
Witness Printed Name Richard Combs

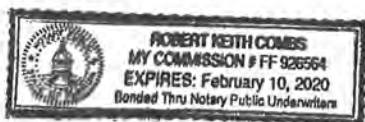
  
\_\_\_\_\_  
Michael S. Novota (Seal)

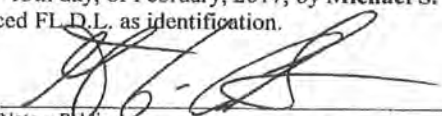
  
\_\_\_\_\_  
Witness Printed Name Robert Combs

  
\_\_\_\_\_  
James M. Novota (Seal)

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me this 13th day, of February, 2017, by Michael S. Novota and James M. Novota, who are personally known to me or who has produced FL D.L. as identification.



  
\_\_\_\_\_  
Notary Public  
Print Name: Robert K. Combs  
My Commission Expires: \_\_\_\_\_



W GREG

R-1B

R-

R-1A

R-2

C-2A

SSD

N-A-ST

N-DONEFSON-ST

NB ST

C-3

N DONEFSON-ST

C-2A

C-2

W-GARDEN-ST

C-1

S-A-ST

S-B-ST

60m



<p><b>General Information</b></p> <p><b>Reference:</b> 000S009080080013</p> <p><b>Account:</b> 152418000</p> <p><b>Owners:</b> NOVOTA PROPERTIES LLC</p> <p><b>Mail:</b> 411 W DESOTO STREET PENSACOLA, FL 32501</p> <p><b>Situs:</b> 109 N A ST UNIT B 32502</p> <p><b>Use Code:</b> OFFICE, 1 STORY</p> <p><b>Taxing Authority:</b> PENSACOLA CITY LIMITS</p> <p><b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a></p> <p>Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector</p>	<p><b>Assessments</b></p> <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2016</td> <td>\$23,983</td> <td>\$59,918</td> <td>\$83,901</td> <td>\$83,901</td> </tr> <tr> <td>2015</td> <td>\$23,983</td> <td>\$55,221</td> <td>\$79,204</td> <td>\$79,204</td> </tr> <tr> <td>2014</td> <td>\$23,983</td> <td>\$53,850</td> <td>\$77,833</td> <td>\$77,833</td> </tr> </tbody> </table> <p style="text-align: center;"><a href="#">Disclaimer</a></p> <hr/> <p style="text-align: center;"><a href="#">Amendment 1/Portability Calculations</a></p> <p style="text-align: center;">★ <a href="#">File for New Homestead Exemption Online</a></p>	Year	Land	Imprv	Total	Cap Val	2016	\$23,983	\$59,918	\$83,901	\$83,901	2015	\$23,983	\$55,221	\$79,204	\$79,204	2014	\$23,983	\$53,850	\$77,833	\$77,833
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<p><b>Parcel Information</b></p> <p><b>Section Map Id:</b> <a href="#">CA104</a></p> <p><b>Approx. Acreage:</b> 0.2225</p> <p><b>Zoned:</b> R-2</p> <p><b>Evacuation &amp; Flood Information</b> <a href="#">Open Report</a></p>	<p><a href="#">Launch Interactive Map</a></p>
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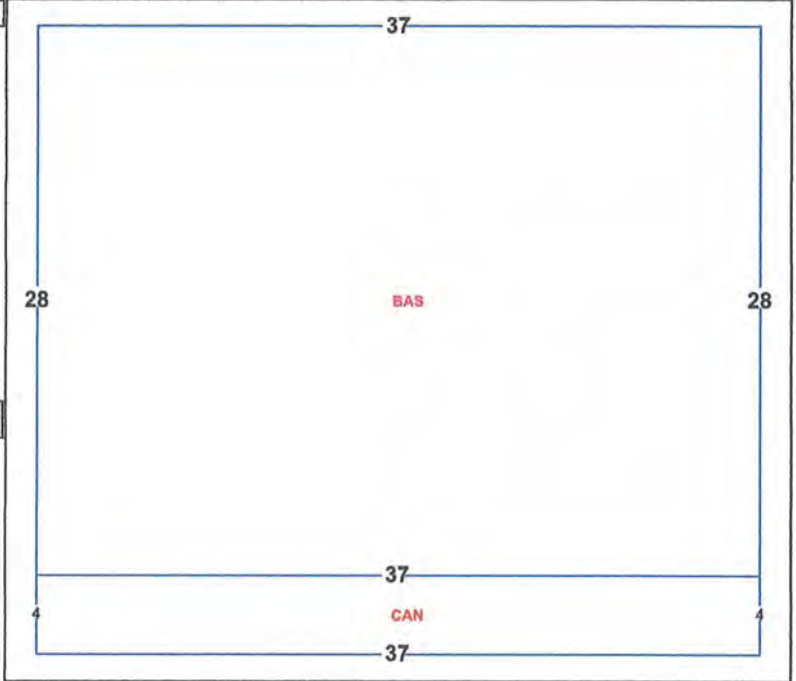
[View Florida Department of Environmental Protection \(DEP\) Data](#)

**Buildings**

Address: 109 N A ST UNIT B, Year Built: 1963, Effective Year: 1970

**Structural Elements**  
**DECOR/MILLWORK-AVERAGE**  
**DWELLING UNITS-0**  
**EXTERIOR WALL-BRICK-FACE/VENEER**  
**EXTERIOR WALL-CONCRETE BLOCK**  
**FLOOR COVER-TILE/STAIN CONC/BRICK**  
**FOUNDATION-SLAB ON GRADE**  
**HEAT/AIR-CENTRAL H/AC**  
**INTERIOR WALL-DRYWALL-PLASTER**  
**INTERIOR WALL-PANEL-PLYWOOD**  
**NO. PLUMBING FIXTURES-5**  
**NO. STORIES-1**  
**ROOF COVER-COMPOSITION SHG**  
**ROOF FRAMING-HIP**  
**STORY HEIGHT-8**  
**STRUCTURAL FRAME-MASONRY PIL/STL**

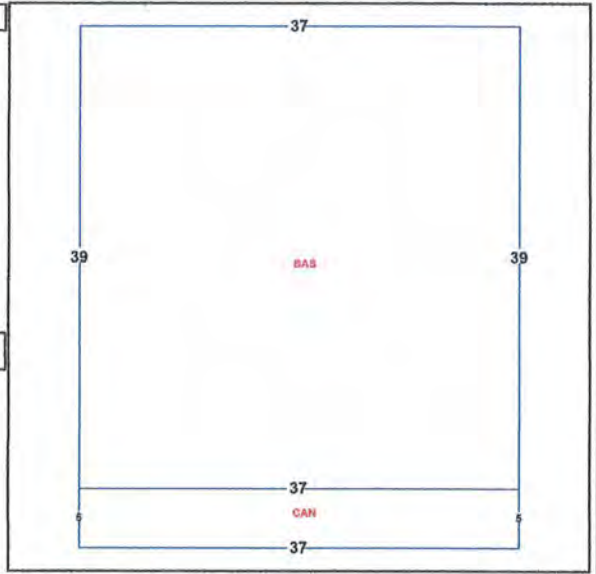
Areas - 1184 Total SF  
**BASE AREA - 1036**  
**CANOPY - 148**



Year Built: 1984, Effective Year: 1984

**Structural Elements**  
**DECOR/MILLWORK-AVERAGE**  
**DWELLING UNITS-0**  
**EXTERIOR WALL-CONCRETE BLOCK**  
**FLOOR COVER-CONCRETE-FINISH**  
**FOUNDATION-SLAB ON GRADE**  
**HEAT/AIR-NONE**  
**INTERIOR WALL-EXPOSED BLK/BRK**  
**NO. STORIES-1**  
**ROOF COVER-BLT UP MTL/GYP**  
**ROOF FRAMING-RIGID FRAME/BAR**  
**STORY HEIGHT-14**  
**STRUCTURAL FRAME-MASONRY PIL/STL**

Areas - 1628 Total SF  
**BASE AREA - 1443**  
**CANOPY - 185**



**Images**



6/24/15



6/24/15

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.



# Chris Jones Escambia County Property Appraiser

- Real Estate Search
- Tangible Property Search
- Sale List
- Amendment 1/Portability Calculations

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→ [Account](#)
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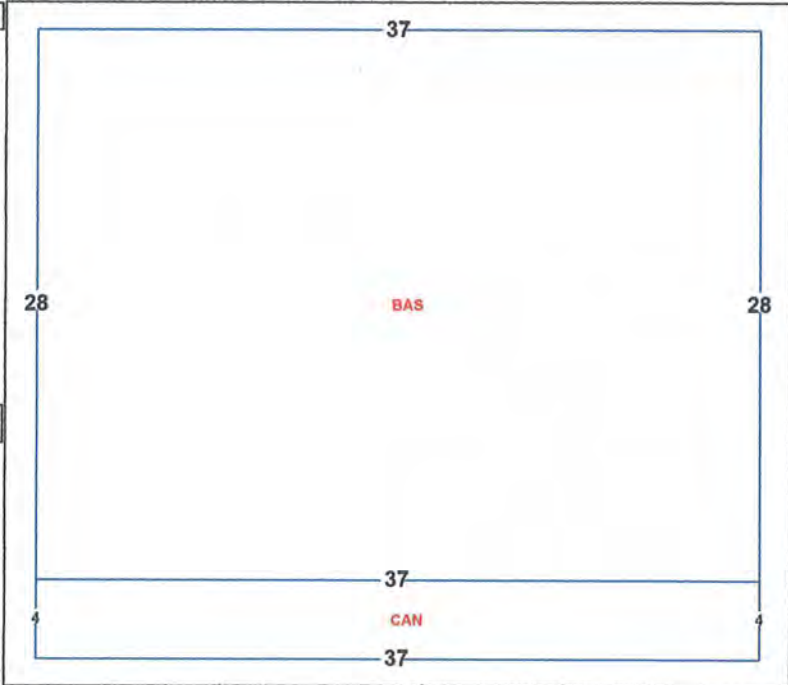
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**NO. PLUMBING FIXTURES-5**  
**NO. STORIES-1**  
**ROOF COVER-COMPOSITION SHG**  
**ROOF FRAMING-HIP**  
**STORY HEIGHT-8**  
**STRUCTURAL FRAME-MASONRY PIL/STL**

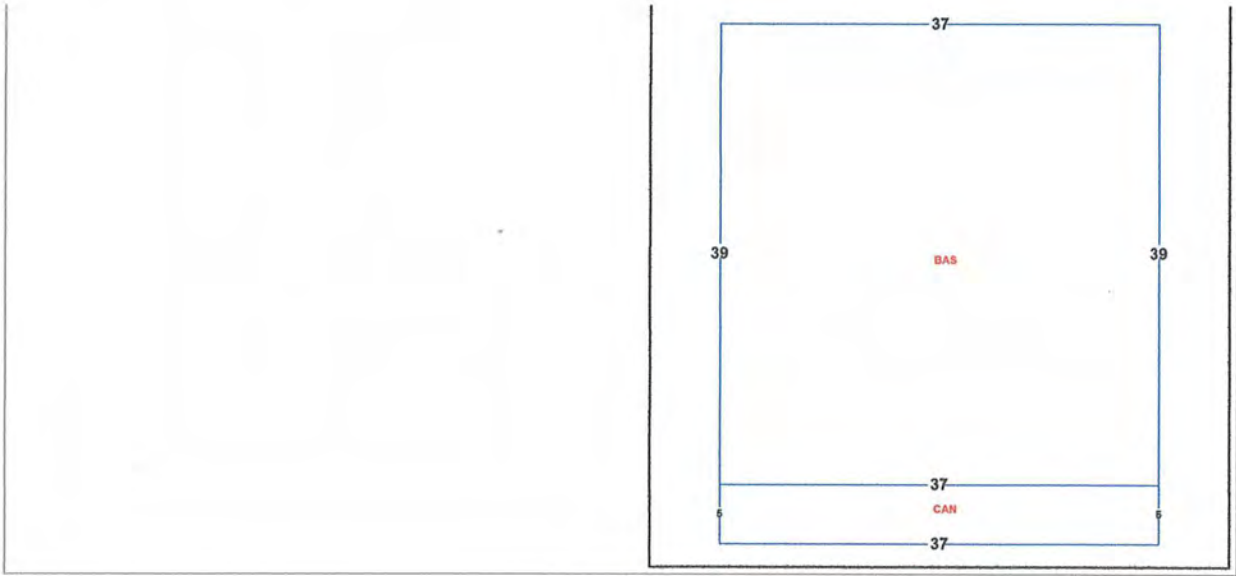
Areas - 1184 Total SF  
**BASE AREA - 1036**  
**CANOPY - 148**



Year Built: 1984, Effective Year: 1984

**Structural Elements**  
**DECOR/MILLWORK-AVERAGE**  
**DWELLING UNITS-0**  
**EXTERIOR WALL-CONCRETE BLOCK**  
**FLOOR COVER-CONCRETE-FINISH**  
**FOUNDATION-SLAB ON GRADE**  
**HEAT/AIR-NONE**  
**INTERIOR WALL-EXPOSED BLK/BRK**  
**NO. STORIES-1**  
**ROOF COVER-BLT UP MTL/GYP**  
**ROOF FRAMING-RIGID FRAME/BAR**  
**STORY HEIGHT-14**  
**STRUCTURAL FRAME-MASONRY PIL/STL**

Areas - 1628 Total SF  
**BASE AREA - 1443**  
**CANOPY - 185**



Images



6/24/15



6/24/15

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.









FUTURE LAND USE CHANGE  
REQUESTED BY NOVOTA PROPERTIES LLC

JULY 2017



REQUEST TO CHANGE FUTURE LAND USE FROM O (OFFICE) TO  
C (COMMERCIAL)



REZONING REQUEST  
REQUESTED BY NOVOTA PROPERTIES LLC

JULY 2017



REQUEST TO REZONE FROM R-2 (RESIDENTIAL/OFFICE) TO  
C-2A (DOWNTOWN RETAIL COMMERCIAL)



PLANNING SERVICES

THE UPSIDE *of* FLORIDA

## MINUTES OF THE PLANNING BOARD

July 11, 2017

**MEMBERS PRESENT:** Paul Ritz-Chairman, Danny Grundhoefer, Jared Moore, Kyle Owens, Kurt Larson

**MEMBERS ABSENT:** Nina Campbell, Nathan Monk

**STAFF PRESENT:** Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner,

**OTHERS PRESENT:** Soumya Chakrabarti, Kamal Hossain, Greg Stack, Diane Mack, Mick Novota, Annie M. Davis, Christian Wagley

### AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from June 13, 2017
- New Business:
  1. Request for Site Plan Approval for 4771 North 9th Avenue (North 9th Avenue Corridor Management Overlay District)
  2. Request for Minor Subdivision Plat Approval for Cottages at Eighth Subdivision (Preliminary and Final Plat Approval)
  3. Request for Final Plat Approval for River Birch Subdivision
  4. Consider Rezoning and FLUM Amendment for 109 N. A Street
- Open Forum
- Adjournment

### Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:03 pm with a quorum present. He gave instructions to the audience on the rules and procedures of the Board.

### Approval of Meeting Minutes

Mr. Larson made a motion to approve the June 13, 2017 minutes, seconded by Mr. Moore, and it carried unanimously.

### Request for Site Plan Approval for 4771 North 9th Avenue (North 9th Avenue Corridor Management Overlay District)

This application is being received in response to the recent amendments to the North 9th Avenue Corridor Management Plan which require Board approval. The proposed improvements include a new 5,000 sf retail/office building with required parking as well as site modifications to the existing "Food Mart" convenience store and gas station. Since the existing site is being modified, FDOT has required adherence with their access management standards.

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

The large expanse of concrete which currently provides direct access to North 9th Avenue will be reduced to two directional driveways with the sole full-access driveway connection relocated to the side street (Springdale Circle). A landscaping plan has also been included within the submittal package. Although these plans were originally developed prior to the LDC Amendment, the plan does not meet the intent of the ordinance. The applicant allowed their building permit to expire, so they were required to conform to the present code.

Chairman Ritz asked about the access to Code changes, and Ms. Deese stated the LDC online actually goes through a codification process through Municode and their attorneys before being published online. However, access is available through the Municode website or the City of Pensacola's Code of Ordinances website where a listing is available for ordinances adopted but not yet codified.

Mr. Chakrabarti explained the project was initiated before the current ordinance was put in place, then they were caught up with FDOT for driveway permitting. The biggest challenge was fuel trucks being able to safely enter and exit the site. FDOT allowed a 16' right-in and a 16' right-out, and the City allowed full access on the side street. After being advised of the new ordinance, they prepared the building based on what they felt was best suited for the area. He explained the truck access was because FDOT requires cross access when the adjacent property is with the same owner (Exxon Station). He stated there was only one exit on 9<sup>th</sup> Avenue and right-in and right-out on Springdale.

Mr. Grundhoefer discussed the span of concrete in the parking lot, since the goal of the ordinance was to bring in landscaping and buffers for parking spaces. Ms. Deese advised there were two different sections where landscaping would be addressed - in the regular landscaping and tree section and North 9<sup>th</sup> Avenue District. Chairman Ritz advised one of the purposes of the overlay district was to try and guide development along 9<sup>th</sup> Avenue to create a more pedestrian-oriented approach. However, the large expanse of asphalt was accommodating the adjacent property. Mr. Chakrabarti clarified if the property sold, the cross access easement would stay. Mr. Chakrabarti advised the original driveway was closer to the intersection which Engineering had approved. Ms. Deese pointed out the plans had not been approved by Engineering or Inspections as that would be completed during permitting. Mr. Grundhoefer suggested extending the awning for more coverage. Mr. Chakrabarti advised they could also increase the landscaping and possibly reduce the asphalt which would also reduce the cost to the owner.

Ms. Mack appreciated the discussion on the asphalt and asked that the Board not approve the project until they see the changes discussed. She observed fuel trucks and delivery trucks, and it was unfortunate that this corner lot was rezoned to RNC. The applicant cannot be required to place parking in the rear due to FDOT requirements. She also reminded the Board that economics and the quality of the development are related and provided pictures of neighboring commercial development. She mentioned there was a section in the LDC which reduces the parking requirements based on enhanced landscaping.

Chairman Ritz pointed out 18 parking spaces illustrated on the project, with 17 required by Code. He was concerned with the application dealing with the convenience store with the sign moved and the canopy extended, and those details were not presented. Regarding the aesthetics of the strip mall, it did not have much to differentiate it from any other area in Pensacola. Mr. Grundhoefer felt it had no beauty and appreciated the residential examples provided by Ms. Mack. He stressed the goal throughout the city was to promote projects which would make the city more attractive.

Chairman Ritz advised in addressing the design, the Board could submit ideas and suggestions for a more appropriately styled building. He suggested windows or storefronts which do not extend to the sidewalk. The character of those buildings with some delineation or windows and doors at different heights, separation between door members and windows, along with a change in the exterior finish would encompass his suggestions. Mr. Grundhoefer stated if the exterior had brick or precast, it could withstand some of the elements in Pensacola and might not require as much maintenance. He offered that the designers could come up with something more attractive to make it fit with the neighborhood.

Mr. Chakrabarti stated most of the building examples illustrated were residential converted to commercial, and his project was proposing modern-day design.

Regarding the storefront, they could introduce a knee-wall in front and also meet the landscaping requirements. Chairman Ritz stated in considering successful projects, the insurance office on Cervantes near 14<sup>th</sup> was recent construction which had more character.

He pointed out this project was not in a historic district where the Board was trying to maintain a certain period, but a designer could develop a different approach with a residential feel. Mr. Grundhoefer explained to the applicant how to reconfigure the parking orientation. Ms. Deese pointed out that Ms. Mack had referred to the reduction of parking spaces when providing landscaping; the Code provides for a variety of relief from parking possibly a bike rack, compact cars or landscaping as options. **Mr. Moore made a motion to deny and wanted to see the project come back with suggestions considered, and Mr. Larson seconded.** Chairman Ritz stated the minutes would reflect the suggestions of a knee-wall, and a change in texture or texture finish. He stressed the Board was not trying to prevent development and was sensitive to jobs it would create, but the Board was trying to guide development in this district utilizing the regulations of the LDC. Mr. Grundhoefer offered his services to guide the applicant, and Ms. Deese stated if he was willing to devote his time to this project, it would be appropriate as long as it did not include other Board members. **The motion then carried unanimously.**

#### **Request for Minor Subdivision Plat Approval for Cottages at Eighth Subdivision (Preliminary and Final Plat Approval)**

Gregory Stack has submitted a request for Minor Subdivision approval for "Cottages at Eighth"; this request includes both the Preliminary Plat and the Final Plat for the development. The proposed townhouse development, identified as 800 E. Strong Street, is a 0.2525-acre parcel on the northeast corner of the intersection of E. Strong Street and North 8th Avenue. The single family residence which was located on the site has been demolished to accommodate this development. The proposed subdivision consists of 4 lots which measure 34 feet in width. This development is located within the R-1A zoning district. Front yard averaging was applied and resulted in a reduction to the front and corner side yard setbacks. Both the Preliminary Plat and Final Plat were routed thru the various City departments and outside agencies for review and comments. Ms. Deese advised the only comment of any substance was from Engineering concerning drainage.

Chairman Ritz was familiar with the area and suggested the project was in line with existing development and had no objections to the preliminary or final plat. Mr. Grundhoefer confirmed the Board was not reviewing for aesthetics. Mr. Moore asked if the Engineering comment needed to be addressed, and Ms. Deese explained the Board was approving contingent on the comments received; the applicant has indicated they will meet the requirements and will have to do so in order to obtain a building permit. Mr. Grundhoefer explained the project was being developed behind the fire station and was consistent with the structures in the area.

Mr. Stack suggested the project would be a major improvement for that area. The building would be constructed with hardie board siding with a metal roof or architectural shingled roof. The columns would be wrapped, similar to single family homes on LaRua located by the railroad tracks. He explained they wanted to keep as much green as possible by constructing paver track driveways up to the garages. Currently, the garages are pushed to the back to provide additional parking; Chairman Ritz appreciated the garages pushed to the rear to allow for pedestrian traffic.

**Mr. Larson made a motion to approve based upon compliance with drainage and utilities, seconded by Mr. Grundhoefer, and it carried unanimously.**

#### **Request for Final Plat Approval for River Birch Subdivision**

John and Connie Bowman, Our Family Property LLC, have submitted a request for Final Plat approval for "River Birch" subdivision. The proposed development, identified as the 7100 blk of Spanish Trail, is a 3.93-acre parcel located on the east side of Spanish Trail, and is immediately adjacent to the north of Gull Point Community Center. The site is currently vacant.

The Preliminary Plat was granted approval by this Board in May 2017. The proposed Final Plat is fairly consistent with the approved Preliminary Plat, with the exception of the location of the stormwater facilities. The current iteration has a 15' wide stormwater easement located along the perimeter of the parent parcel with a much wider area located in the southeast portion of the parent parcel. This residential development is located within the R-1AA zoning district. Per the application, the proposed subdivision consists of 4 lots, three new residential lots and the remainder of the parent parcel.

The Final Plat has been routed thru the various City departments and outside agencies for review and comments.

Mr. Rebol stated the stormwater has been relocated to the parent parcel; the Bowmans are building their own home on the rear lot. **Mr. Larson explained the applicant had addressed all the Board's issues and made a motion to approve, seconded by Mr. Moore. The motion then carried unanimously.**

#### **Consider Rezoning and FLUM Amendment for 109 N. A Street**

Novota Properties, LLC is requesting to rezone the property located at 109 N. A Street from Residential/Office (R-2) to Commercial (C-2). This request also requires a Future Land Use Map Amendment from Office (O) to Commercial (C). This parcel is across the street from C-2A zoned property. The proposed Future Land Use Amendment from Office to Commercial will allow the applicant to request a Commercial (C-2) zoning designation, since C-2A is a specific zoning not appropriate for this parcel. The applicant has indicated the reason for the rezoning request is to match adjacent property on the east side of N. A Street.

Ms. Deese indicated several calls and a letter had been received opposing this request. To clarify, Chairman Ritz advised that spot zoning is not allowed by State of Florida law, so there has to be a rationale to change zoning. Mr. Larson asked the difference between C-1 and C-2. Ms. Deese advised C-1 is the least intensive of commercial districts and lies next to residential/commercial neighborhoods; C-2 has more intensive uses. Everything permitted in C-1 and below is permitted in C-2.

Mr. Novota stated the request was due to a residential home across the street being in C-2. He emphasized they wanted to make their property zoned for what it looks like since it has never been a residence. He had spoken with the person who wrote the letter, and her concern was the traffic. He indicated he bought the property for a family hobby shop and wanted the building to be reflective of that use. He informed one of the neighbors the intent was not to widen A Street. He also stated the lady who wrote the letter was not familiar with the building, and no longer had any issues.

Mr. Grundhoefer indicated he was in favor of granting the previous barber shop request, but he was concerned with the uses in a commercial district; a dentist, doctor or barber shop are compatible but not heavy retail.

Ms. Davis, who lives at 819 W. Gregory, stated the street corner holds water and does not drain and is a mosquito issue. Chairman Ritz clarified that although they hear her concern, this Board does not handle those issues. He did advise her to state her issue in the Open Forum portion of the meeting.

After returning to the agenda item, Ms. Deese advised RNC would be the zone between R-2 and C-1, however, there are future land use categories. In order to request one of the zoning listings under that category, you would have to be adjacent or contiguous. In looking at the map, the only options that could be offered to Mr. Novota was the office, the residential or the commercial, since there wasn't an RNC designation; this would be spot zoning which is illegal. She explained that C-2 was chosen by the applicant since it fit the best with what is adjacent to it. However, the Future Land Use request within this request would accommodate C-1. As requested, Ms. Deese read the uses from the ordinance for C-1. Mr. Grundhoefer observed that even though they did not fit, service stations were permitted in RNC. Chairman Ritz stated after having driven the area, his opinion was to suggest C-1 as a viable alternative; with the size of the parcel, C-1 would allow sufficient variation of use.

Mr. Grundhoefer noted there was no outpouring of complaints on the request. At this point, Mr. Novota advised he was satisfied with C-1 zoning.

**Mr. Larson made a motion to approve for C-1, seconded by Mr. Owens.** Mr. Larson stated C-1 was least intensive and a mix between residential and commercial. **The motion then carried unanimously.** Ms. Deese advised the applicant the project would proceed to City Council.

**Open Forum** – Annie Davis wanted to address the water on C and Gregory Streets. The erosion from the City's right-of-way is a problem. Ms. Deese offered to direct Ms. Davis to the appropriate department for solutions.

Mr. Grundhoefer asked the reason for pulling the Girard item from the agenda. Ms. Deese advised they had found some issues that would be addressed through the platting process, but no revisions had been received at this time.

Chairman Ritz confirmed that Board members were given the option for reappointment, and this meeting closes the term. Ms. Deese advised each Board member had indicated the desire to serve, and reappointments were scheduled for the July 13th Council meeting.

Ms. Deese explained Mr. Larson had inquired about the communication tower at Strong and A Streets. Planning Board's recommendation was upheld through the City Council's final approval. The applicant has added the fencing, trees and stealth technology as required. The form of stealth technology applied was painting (least desirable) which was listed in the Code as an option. In discussion with Mr. Weeks, the only way to help the situation in the future was to be more specific in the motion. The trees were also an issue since the number or size of trees was not specified.

**Adjournment** – With no further business, Chairman Ritz adjourned the meeting at 3:42 pm.

Respectfully Submitted,



Brandi C. Deese  
Secretary to the Board



July 9, 2017

City of Pensacola  
Planning Services Dept.  
P.O. Box 12910  
Pensacola, FL 32521-0051

To whom it may concern:

I am writing to respond to the public notice I received, via mail, regarding the request to rezone 109 North "A" St. I understand a beauty salon would like to move into the neighborhood. I firmly oppose that notion.

This is a reasonably quite residential neighborhood where retirees and working families live their lives with little outside interference.

The gas stations on Cervantes and Garden Streets respectively, with the family store on Jackson and A, are quite enough businesses in the area.

There is already an inordinate amount of traffic on "A" Street without having another business bring more. Not to mention the potential for other influences to come into the area.

I hope you will take my concerns into consideration before you make your decision. Thank you.

Betty Bishop

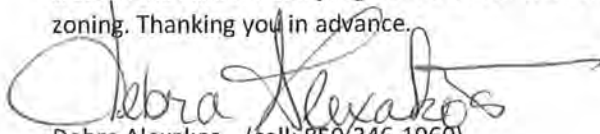
July 18, 2017

Our names are George & Debra Alexakos. We own our home located at 111 North "A" Street. Our next door neighbor, Strong Street Studio, 109 North "A" Street, a house and garage building in use as an art glass-blowing workshop factory, are requesting rezoning which is scheduled for discussion at the August 10<sup>th</sup> public hearing. My husband and I are both disabled and unable to attend the meeting. Please accept this correspondence on our behalf allowing us this opportunity to defend and express our concerns opposing that request. It is our belief that the current R2 zoning should remain in place without change.

At the present time the R2 zoning is allowing the use of hazardous flammable gasses which are apparently required for their glass-blowing workshop. I shudder to consider what other hazardous materials any new zoning, with even less restrictions, would introduce to our neighborhood not only now but in years to come as the property is sold and resold as it always occurs. My husband and I have come to accept the dangers involved with the glass-blowing industry since our purchase of the home in 2015. Our purchase was out of necessity due to its location across the street (see pics) from Southern Oaks Nursing Home (600 West Gregory Street). My health is declining and at times leaves me unable to care for my paralyzed, bed-ridden, stroke patient husband who is 100% dependent on me for all aspects of his care. My hospitalizations are sudden at which time I must acquire immediate care for my husband while I am incapacitated and/ or recovering. Buying this home with its location and the existing zoning restrictions is a win/win situation for us. Simply put, my husband and I are just not healthy enough to even consider exposure to additional dangers or hazards i.e., , fumes, chemicals, engines running, diesel, additional flammables or gasses, outdoor paging system, bright lights, annoyances, obnoxious odors, etc., anything that any new zoning could potentially allow or introduce. None of which any of the proprietors of the Strong Street Studio, 109 North A Street, would want or even consider allowing next to their East Hill family residence.

While this neighborhood does not presently have the esthetic appeal of our East Hill neighbors, it certainly has enormous potential and contains some very old homes with interesting history. Just like East Hill, this is also an old neighborhood which deserves more than just being a foot-note in Pensacola's history simply because commercialization destroyed its charm. Our home was built in 1929 and in 12 short years, will be 100 years old (see pics). It would be ashamed to see it in 20 years with a historical marker planted in the front yard explaining the location history yet the only remnants of the home was now an engine repair or welding shop.

While I can't boast of having family employed with the City of Pensacola, or those serving as property realtors, property investors or property managers, in short, I lack the community clout considered helpful when trying to present and/or defend such issues within city (or any) government. Therefore, I humbly and respectfully ask this board to make the right decision and NOT grant any zoning changes to 109 North A Street. I believe we need to trust in the wisdom and judgment that our wise city forefathers expressed when they established the current zoning. Thanking you in advance.

  
Debra Alexakos (cell: 850/346-1960)

111 North A Street

Pensacola, Florida 32502







TAKEN in front of my house looking At A & Garden St red light

NORTH A ST. →

109 N. "A" ST. →

111 N. "A" ST. →



109 North A ST.

111 North A Street



Garden St.  
red light



← North A'ist →

Just thought I would point out  
how beautiful our newly paved  
road looks. It makes citizens take  
PRIDE in their homes when they see the  
city cars



PROPOSED  
ORDINANCE NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE  
TO BE ENTITLED:

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

WHEREAS, the City of Pensacola adopted a Comprehensive Plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, a proposed amended future land use classification has been referred to the local planning agency pursuant to §163.3174, Fla. Stat., and a proper public hearing was held on August 10, 2017 concerning the following proposed future land use classification affecting the property described therein; and

WHEREAS, after due deliberation, the City Council has determined that the amended future land use classification set forth herein will affirmatively contribute to the health, safety, and general welfare of the citizens of the City of Pensacola; and

WHEREAS, said amended future land use classification is consistent with all applicable elements of the Comprehensive Plan as amended, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Future Land Use Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

East 85' of the South 15' of Lot 8; East 85' of Lots 9,10,11; Block 13 MAXENT TRACT OR 7668 P 1042 CA 104

is hereby changed from Office (O) to Commercial (C) Future Land Use District.

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

PROPOSED  
ORDINANCE NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE  
TO BE ENTITLED:

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

WHEREAS, the City of Pensacola adopted a Comprehensive Plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to §163.3174, Fla. Stat., and a proper public hearing was held on August 10, 2017 concerning the following proposed zoning classification affecting the property described therein; and

WHEREAS, after due deliberation, the City Council has determined that the amended zoning classification set forth herein will affirmatively contribute to the health, safety, and general welfare of the citizens of the City of Pensacola; and

WHEREAS, said amended zoning classification is consistent with all applicable elements of the Comprehensive Plan as amended, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

East 85' of the South 15' of Lot 8; East 85' of Lots 9,10,11; Block 13 MAXENT TRACT OR 7668 P 1042 CA 104

is hereby changed from the R-2 (Residential Office) District to the C-1 (Commercial) District.

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

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 **Brittini Pendington**, 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

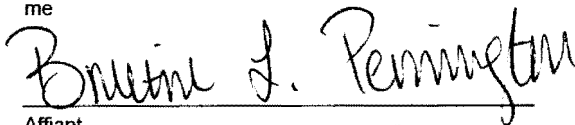
**NOTICE OF QUASI JUDICIAL**

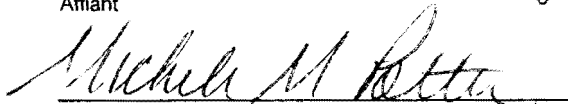
as published in said newspaper in the issue(s) of:

**07/31/17**

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 31th of August 2017, by Brittini Pendington who is personally known to me

  
Affiant



Michele M. Potter

Notary Public for the State of Florida

My Commission expires June 30, 2018

Publication Cost: \$149.70

Ad No: 0002302571

Customer No: PNJ-24384500

**NOTICE OF QUASI JUDICIAL HEARINGS AND PUBLIC HEARING**

On **Thursday, August 10, 2017** at 5:30 p.m. in the Council Chambers of City Hall, 222 West Main Street, the Pensacola City Council will conduct quasi-judicial hearings and public hearings to consider the following:

- QUASI JUDICIAL HEARING – Final Subdivision Plat – Cottages at Eighth
- QUASI JUDICIAL HEARING – Final Subdivision Plat – River Birch
- PUBLIC HEARING – Request for Future Land Use Map and Zoning Map Amendment – 109 North A Street.

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 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.2302571 1T July 31, 2017





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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File #: 32-17

City Council

8/10/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

PROPOSED ORDINANCE NO. 32-17 - REQUEST FOR ZONING MAP AMENDMENT - 109 N. A STREET

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 32-17 on first reading.

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

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City has received a request from Novota Properties, LLC to amend the City's Zoning Map from R-2 (Residential Office) to C-1 (Commercial) and the City's Future Land Use Map from O (Office) to C (Commercial).

On July 11, 2017, the Planning Board unanimously recommended approval of the proposed Future Land Use Map and Zoning Map amendment

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

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**CITY ATTORNEY REVIEW:** Yes

7/18/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator

Sherry H. Morris, AICP, Planning Services Administrator

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 32-17
- 2) Zoning Map, Novota Rezoning Request, July 2017
- 3) Rezoning Application, Novota, dated June 15, 2017
- 4) July 11, 2017 Planning Board Minutes
- 5) Communication from Notified Property Owners.

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 32-17

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE  
TO BE ENTITLED:

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

WHEREAS, the City of Pensacola adopted a Comprehensive Plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to §163.3174, Fla. Stat., and a proper public hearing was held on August 10, 2017 concerning the following proposed zoning classification affecting the property described therein; and

WHEREAS, after due deliberation, the City Council has determined that the amended zoning classification set forth herein will affirmatively contribute to the health, safety, and general welfare of the citizens of the City of Pensacola; and

WHEREAS, said amended zoning classification is consistent with all applicable elements of the Comprehensive Plan as amended, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

East 85' of the South 15' of Lot 8; East 85' of Lots 9,10,11; Block 13 MAXENT TRACT OR 7668 P 1042 CA 104

is hereby changed from the R-2 (Residential Office) District to the C-1 (Commercial) District.

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



REZONING REQUEST  
REQUESTED BY NOVOTA PROPERTIES LLC

JULY 2017



REQUEST TO REZONE FROM R-2 (RESIDENTIAL/OFFICE) TO  
C-2A (DOWNTOWN RETAIL COMMERCIAL)



**REZONING**

Please check application type:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> <b>Conventional Rezoning</b> | <input checked="" type="checkbox"/> <b>Comprehensive Plan / FLUM Amendment (&lt; 10 acres)</b> | <input type="checkbox"/> <b>(≥ 10 acres)</b> |
| Application Fee: \$2,500.00                           | \$3,500.00   | \$3,500.00                                   |
| Rehearing/Rescheduling (Planning Board): \$250.00     | \$250.00   | \$250.00                                     |
| Rehearing/Rescheduling (City Council): \$750.00       | \$750.00   | \$1,000.00                                   |

Applicant Information:

Name: JAMES M. NOVOVA Date: 6/15/17  
 Address: 411 W. DeSoto St Pensacola FL 32501  
 Phone: 850.501.3014 Fax: \_\_\_\_\_ Email: MICK@NOVOVA.COM

Property Information:

Owner Name: NOVOVA PROPERTIES LLC Phone: 850.501.3014  
 Location/Address: 109 NORTH "A" STREET PENSACOLA FL 32502  
 Parcel ID: 00-05-00-9000-080-013 Acres/Square Feet: .225  
 Zoning Classification: Existing RL Proposed C-2A  
 Future Land Use Classification: Existing O Proposed C  
 Reason Rezoning Requested: PROPERTY HAS NEVER BEEN A RESIDENCE, REQUEST IT BE ZONED TO MATCH ADJACENT PROPERTY ON EAST SIDE OF N "A" STREET.

- Required Attachments: (A) Full legal description of property (from deed or survey)  
 (B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 16 day of JUNE, 2017.

[Signature]  
 Applicant Signature  
JAMES M. NOVOVA  
 Applicant Name (Print)

[Signature]  
 Owner Signature  
JAMES M. NOVOVA  
 Owner Name (Print)

Sworn to and subscribed to before me this 16 day of JUNE, 2017  
 Name: [Signature] Commission Expires \_\_\_\_\_



2/27/2019

**FOR OFFICE USE ONLY**

Council District: #7 Date Received: 6/16/17 Case Number: \_\_\_\_\_  
 Date Postcards mailed: \_\_\_\_\_ Planning Board Date: 7/11/17 Recommendation: N/A  
 Committee Date: \_\_\_\_\_ Council Date: \_\_\_\_\_ Council Action: \_\_\_\_\_  
 Second Reading: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_

Prepared by:  
Southern Guaranty Title Company  
4400 Bayou Boulevard, Suite 13B, Pensacola, Florida 32503  
Parcel ID No: 000S00-9080-080-013

### Quit Claim Deed

Made this February 13, 2017 A.D. by Michael S. Novota and James M. Novota, whose post office address is: 411 W. Desoto Street, Pensacola, FL 32501, hereinafter called the Grantor, to Novota Properties, LLC, a Florida limited liability company, whose post office address is: 411 W. Desoto Street, Pensacola, FL 32501, hereinafter called the grantee:

**Witnesseth**, that the grantor, for and in consideration of the sum of \$ TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to, all that certain land situate in Escambia County, Florida, viz:

The East 85 feet of the South 15 feet of Lot 8 and the East 85 feet of Lots 9, 10 and 11, Block 13, Maxent Tract, City of Pensacola, Escambia County, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906.


The property described herein is not the legal homestead of the Grantor.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anyway appertaining.

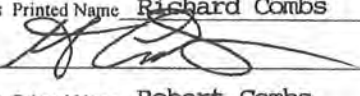
**To Have and to Hold**, the same together with all and singular the appurtenances thereunto belonging or in anyway appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behoof of the said grantee forever.

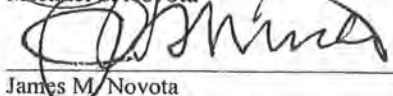
**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

*Signed, sealed and delivered in our presence:*

  
\_\_\_\_\_  
Witness Printed Name Richard Combs

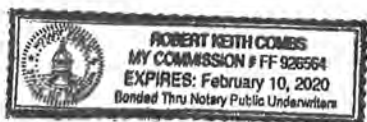
  
\_\_\_\_\_  
Michael S. Novota (Seal)

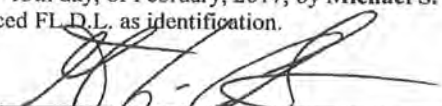
  
\_\_\_\_\_  
Witness Printed Name Robert Combs

  
\_\_\_\_\_  
James M. Novota (Seal)

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me this 13th day, of February, 2017, by Michael S. Novota and James M. Novota, who are personally known to me or who has produced FL D.L. as identification.



  
\_\_\_\_\_  
Notary Public  
Print Name: Robert K. Combs  
My Commission Expires: \_\_\_\_\_



W GREG

R-1B

R-

R-1A

R-2

C-2A

SSD

NB ST

N-A-ST

N-DONEFSON-ST

C-3

N DONEFSON-ST

C-2A

C-2

W-GARDEN-ST

C-1

S-A-ST

S-B-ST


60m



<p><b>General Information</b></p> <p><b>Reference:</b> 000S009080080013</p> <p><b>Account:</b> 152418000</p> <p><b>Owners:</b> NOVOTA PROPERTIES LLC</p> <p><b>Mail:</b> 411 W DESOTO STREET PENSACOLA, FL 32501</p> <p><b>Situs:</b> 109 N A ST UNIT B 32502</p> <p><b>Use Code:</b> OFFICE, 1 STORY</p> <p><b>Taxing Authority:</b> PENSACOLA CITY LIMITS</p> <p><b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a></p> <p>Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector</p>	<p><b>Assessments</b></p> <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2016</td> <td>\$23,983</td> <td>\$59,918</td> <td>\$83,901</td> <td>\$83,901</td> </tr> <tr> <td>2015</td> <td>\$23,983</td> <td>\$55,221</td> <td>\$79,204</td> <td>\$79,204</td> </tr> <tr> <td>2014</td> <td>\$23,983</td> <td>\$53,850</td> <td>\$77,833</td> <td>\$77,833</td> </tr> </tbody> </table> <p style="text-align: center;"><a href="#">Disclaimer</a></p> <hr/> <p style="text-align: center;"><a href="#">Amendment 1/Portability Calculations</a></p> <p style="text-align: center;">★ <a href="#">File for New Homestead Exemption Online</a></p>	Year	Land	Imprv	Total	Cap Val	2016	\$23,983	\$59,918	\$83,901	\$83,901	2015	\$23,983	\$55,221	\$79,204	\$79,204	2014	\$23,983	\$53,850	\$77,833	\$77,833
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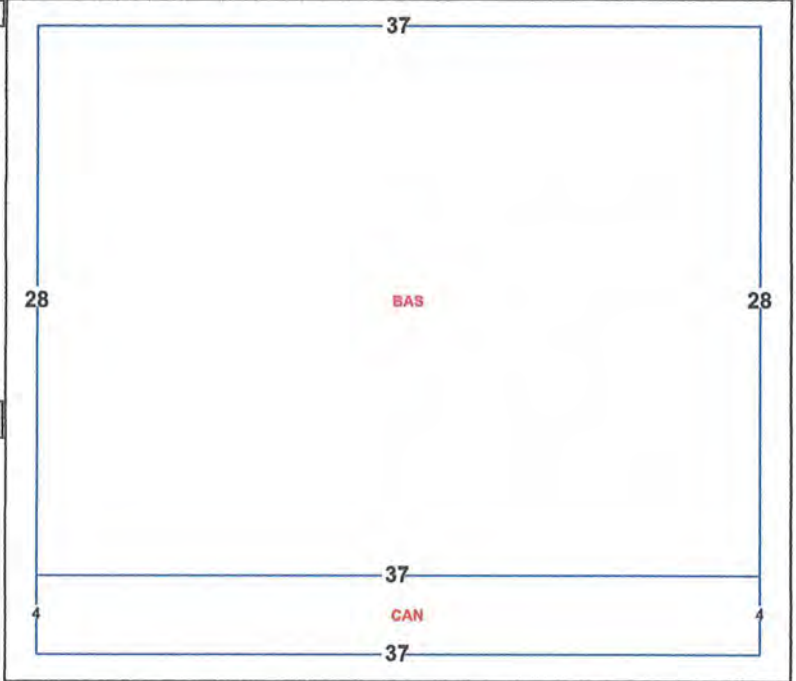
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**Buildings**

Address: 109 N A ST UNIT B, Year Built: 1963, Effective Year: 1970

**Structural Elements**  
**DECOR/MILLWORK-AVERAGE**  
**DWELLING UNITS-0**  
**EXTERIOR WALL-BRICK-FACE/VENEER**  
**EXTERIOR WALL-CONCRETE BLOCK**  
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**NO. PLUMBING FIXTURES-5**  
**NO. STORIES-1**  
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**ROOF FRAMING-HIP**  
**STORY HEIGHT-8**  
**STRUCTURAL FRAME-MASONRY PIL/STL**

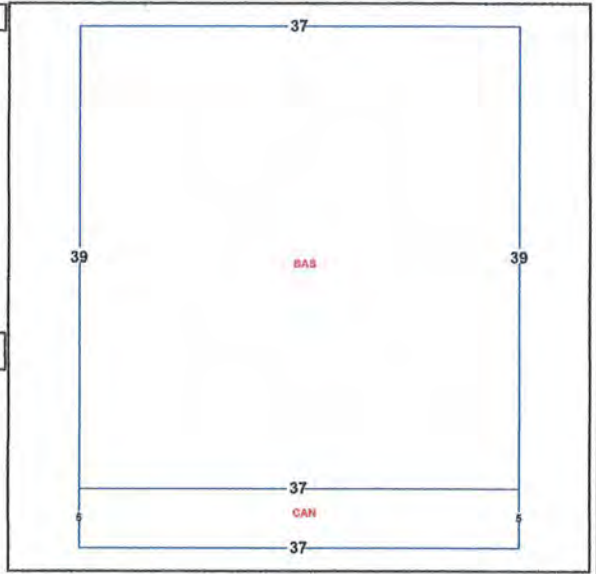
Areas - 1184 Total SF  
**BASE AREA - 1036**  
**CANOPY - 148**



Year Built: 1984, Effective Year: 1984

**Structural Elements**  
**DECOR/MILLWORK-AVERAGE**  
**DWELLING UNITS-0**  
**EXTERIOR WALL-CONCRETE BLOCK**  
**FLOOR COVER-CONCRETE-FINISH**  
**FOUNDATION-SLAB ON GRADE**  
**HEAT/AIR-NONE**  
**INTERIOR WALL-EXPOSED BLK/BRK**  
**NO. STORIES-1**  
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**ROOF FRAMING-RIGID FRAME/BAR**  
**STORY HEIGHT-14**  
**STRUCTURAL FRAME-MASONRY PIL/STL**

Areas - 1628 Total SF  
**BASE AREA - 1443**  
**CANOPY - 185**



**Images**



6/24/15



6/24/15

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.



# Chris Jones Escambia County Property Appraiser

- Real Estate Search
- Tangible Property Search
- Sale List
- Amendment 1/Portability Calculations

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•
→ [Account](#)
•
↔ [Reference](#)

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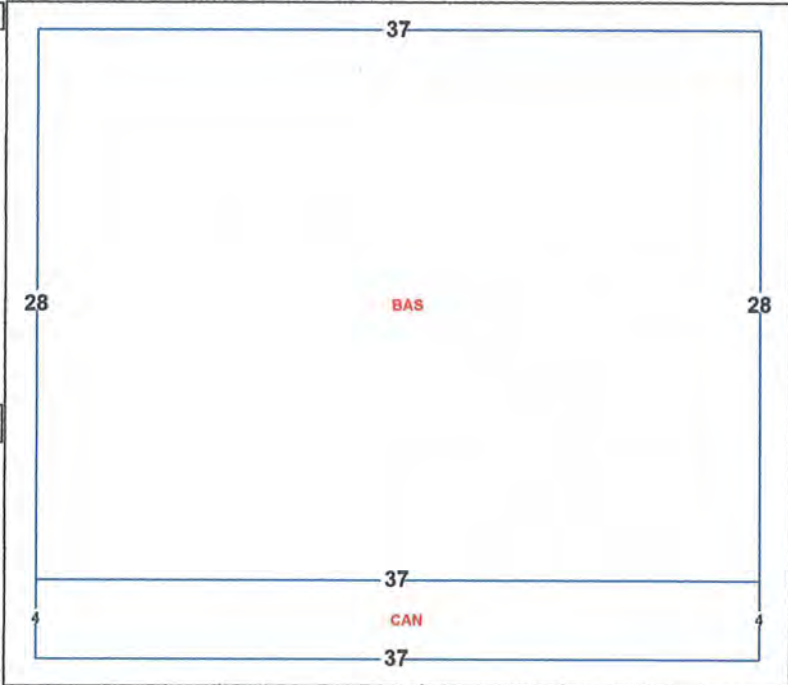
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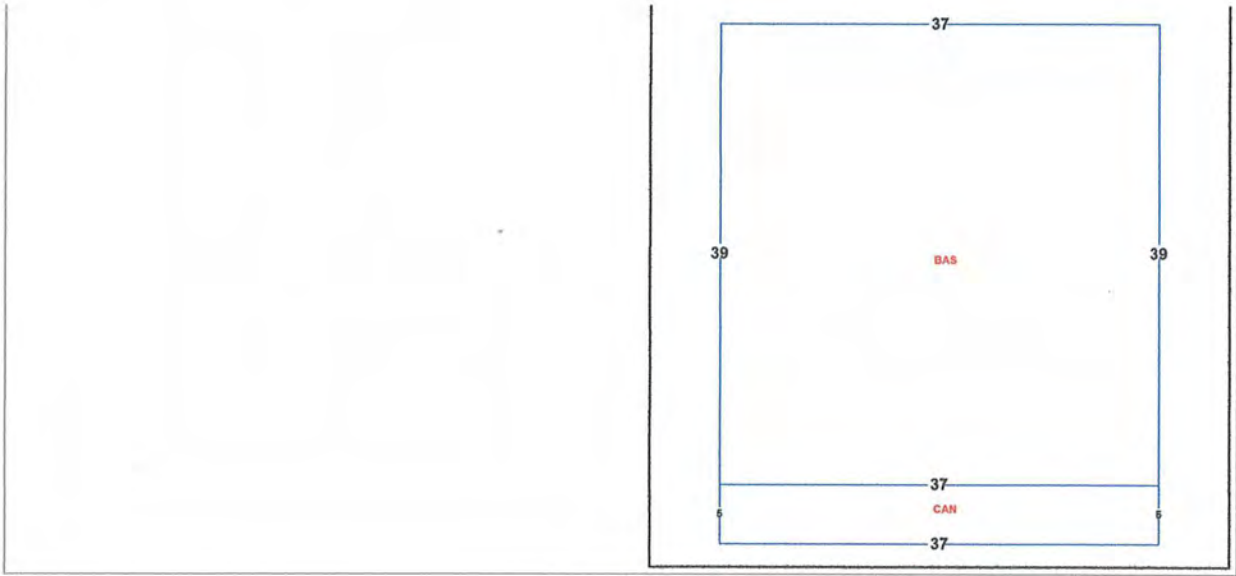
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PLANNING SERVICES

THE UPSIDE *of* FLORIDA

## MINUTES OF THE PLANNING BOARD

July 11, 2017

**MEMBERS PRESENT:** Paul Ritz-Chairman, Danny Grundhoefer, Jared Moore, Kyle Owens, Kurt Larson

**MEMBERS ABSENT:** Nina Campbell, Nathan Monk

**STAFF PRESENT:** Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner,

**OTHERS PRESENT:** Soumya Chakrabarti, Kamal Hossain, Greg Stack, Diane Mack, Mick Novota, Annie M. Davis, Christian Wagley

### AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from June 13, 2017
- New Business:
  1. Request for Site Plan Approval for 4771 North 9th Avenue (North 9th Avenue Corridor Management Overlay District)
  2. Request for Minor Subdivision Plat Approval for Cottages at Eighth Subdivision (Preliminary and Final Plat Approval)
  3. Request for Final Plat Approval for River Birch Subdivision
  4. Consider Rezoning and FLUM Amendment for 109 N. A Street
- Open Forum
- Adjournment

### Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:03 pm with a quorum present. He gave instructions to the audience on the rules and procedures of the Board.

### Approval of Meeting Minutes

Mr. Larson made a motion to approve the June 13, 2017 minutes, seconded by Mr. Moore, and it carried unanimously.

### Request for Site Plan Approval for 4771 North 9th Avenue (North 9th Avenue Corridor Management Overlay District)

This application is being received in response to the recent amendments to the North 9th Avenue Corridor Management Plan which require Board approval. The proposed improvements include a new 5,000 sf retail/office building with required parking as well as site modifications to the existing "Food Mart" convenience store and gas station. Since the existing site is being modified, FDOT has required adherence with their access management standards.

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

The large expanse of concrete which currently provides direct access to North 9th Avenue will be reduced to two directional driveways with the sole full-access driveway connection relocated to the side street (Springdale Circle). A landscaping plan has also been included within the submittal package. Although these plans were originally developed prior to the LDC Amendment, the plan does not meet the intent of the ordinance. The applicant allowed their building permit to expire, so they were required to conform to the present code.

Chairman Ritz asked about the access to Code changes, and Ms. Deese stated the LDC online actually goes through a codification process through Municode and their attorneys before being published online. However, access is available through the Municode website or the City of Pensacola's Code of Ordinances website where a listing is available for ordinances adopted but not yet codified.

Mr. Chakrabarti explained the project was initiated before the current ordinance was put in place, then they were caught up with FDOT for driveway permitting. The biggest challenge was fuel trucks being able to safely enter and exit the site. FDOT allowed a 16' right-in and a 16' right-out, and the City allowed full access on the side street. After being advised of the new ordinance, they prepared the building based on what they felt was best suited for the area. He explained the truck access was because FDOT requires cross access when the adjacent property is with the same owner (Exxon Station). He stated there was only one exit on 9<sup>th</sup> Avenue and right-in and right-out on Springdale.

Mr. Grundhoefer discussed the span of concrete in the parking lot, since the goal of the ordinance was to bring in landscaping and buffers for parking spaces. Ms. Deese advised there were two different sections where landscaping would be addressed - in the regular landscaping and tree section and North 9<sup>th</sup> Avenue District. Chairman Ritz advised one of the purposes of the overlay district was to try and guide development along 9<sup>th</sup> Avenue to create a more pedestrian-oriented approach. However, the large expanse of asphalt was accommodating the adjacent property. Mr. Chakrabarti clarified if the property sold, the cross access easement would stay. Mr. Chakrabarti advised the original driveway was closer to the intersection which Engineering had approved. Ms. Deese pointed out the plans had not been approved by Engineering or Inspections as that would be completed during permitting. Mr. Grundhoefer suggested extending the awning for more coverage. Mr. Chakrabarti advised they could also increase the landscaping and possibly reduce the asphalt which would also reduce the cost to the owner.

Ms. Mack appreciated the discussion on the asphalt and asked that the Board not approve the project until they see the changes discussed. She observed fuel trucks and delivery trucks, and it was unfortunate that this corner lot was rezoned to RNC. The applicant cannot be required to place parking in the rear due to FDOT requirements. She also reminded the Board that economics and the quality of the development are related and provided pictures of neighboring commercial development. She mentioned there was a section in the LDC which reduces the parking requirements based on enhanced landscaping.

Chairman Ritz pointed out 18 parking spaces illustrated on the project, with 17 required by Code. He was concerned with the application dealing with the convenience store with the sign moved and the canopy extended, and those details were not presented. Regarding the aesthetics of the strip mall, it did not have much to differentiate it from any other area in Pensacola. Mr. Grundhoefer felt it had no beauty and appreciated the residential examples provided by Ms. Mack. He stressed the goal throughout the city was to promote projects which would make the city more attractive.

Chairman Ritz advised in addressing the design, the Board could submit ideas and suggestions for a more appropriately styled building. He suggested windows or storefronts which do not extend to the sidewalk. The character of those buildings with some delineation or windows and doors at different heights, separation between door members and windows, along with a change in the exterior finish would encompass his suggestions. Mr. Grundhoefer stated if the exterior had brick or precast, it could withstand some of the elements in Pensacola and might not require as much maintenance. He offered that the designers could come up with something more attractive to make it fit with the neighborhood.

Mr. Chakrabarti stated most of the building examples illustrated were residential converted to commercial, and his project was proposing modern-day design.

Regarding the storefront, they could introduce a knee-wall in front and also meet the landscaping requirements. Chairman Ritz stated in considering successful projects, the insurance office on Cervantes near 14<sup>th</sup> was recent construction which had more character.

He pointed out this project was not in a historic district where the Board was trying to maintain a certain period, but a designer could develop a different approach with a residential feel. Mr. Grundhoefer explained to the applicant how to reconfigure the parking orientation. Ms. Deese pointed out that Ms. Mack had referred to the reduction of parking spaces when providing landscaping; the Code provides for a variety of relief from parking possibly a bike rack, compact cars or landscaping as options. **Mr. Moore made a motion to deny and wanted to see the project come back with suggestions considered, and Mr. Larson seconded.** Chairman Ritz stated the minutes would reflect the suggestions of a knee-wall, and a change in texture or texture finish. He stressed the Board was not trying to prevent development and was sensitive to jobs it would create, but the Board was trying to guide development in this district utilizing the regulations of the LDC. Mr. Grundhoefer offered his services to guide the applicant, and Ms. Deese stated if he was willing to devote his time to this project, it would be appropriate as long as it did not include other Board members. **The motion then carried unanimously.**

#### **Request for Minor Subdivision Plat Approval for Cottages at Eighth Subdivision (Preliminary and Final Plat Approval)**

Gregory Stack has submitted a request for Minor Subdivision approval for "Cottages at Eighth"; this request includes both the Preliminary Plat and the Final Plat for the development. The proposed townhouse development, identified as 800 E. Strong Street, is a 0.2525-acre parcel on the northeast corner of the intersection of E. Strong Street and North 8th Avenue. The single family residence which was located on the site has been demolished to accommodate this development. The proposed subdivision consists of 4 lots which measure 34 feet in width. This development is located within the R-1A zoning district. Front yard averaging was applied and resulted in a reduction to the front and corner side yard setbacks. Both the Preliminary Plat and Final Plat were routed thru the various City departments and outside agencies for review and comments. Ms. Deese advised the only comment of any substance was from Engineering concerning drainage.

Chairman Ritz was familiar with the area and suggested the project was in line with existing development and had no objections to the preliminary or final plat. Mr. Grundhoefer confirmed the Board was not reviewing for aesthetics. Mr. Moore asked if the Engineering comment needed to be addressed, and Ms. Deese explained the Board was approving contingent on the comments received; the applicant has indicated they will meet the requirements and will have to do so in order to obtain a building permit. Mr. Grundhoefer explained the project was being developed behind the fire station and was consistent with the structures in the area.

Mr. Stack suggested the project would be a major improvement for that area. The building would be constructed with hardie board siding with a metal roof or architectural shingled roof. The columns would be wrapped, similar to single family homes on LaRua located by the railroad tracks. He explained they wanted to keep as much green as possible by constructing paver track driveways up to the garages. Currently, the garages are pushed to the back to provide additional parking; Chairman Ritz appreciated the garages pushed to the rear to allow for pedestrian traffic.

**Mr. Larson made a motion to approve based upon compliance with drainage and utilities, seconded by Mr. Grundhoefer, and it carried unanimously.**

#### **Request for Final Plat Approval for River Birch Subdivision**

John and Connie Bowman, Our Family Property LLC, have submitted a request for Final Plat approval for "River Birch" subdivision. The proposed development, identified as the 7100 blk of Spanish Trail, is a 3.93-acre parcel located on the east side of Spanish Trail, and is immediately adjacent to the north of Gull Point Community Center. The site is currently vacant.

The Preliminary Plat was granted approval by this Board in May 2017. The proposed Final Plat is fairly consistent with the approved Preliminary Plat, with the exception of the location of the stormwater facilities. The current iteration has a 15' wide stormwater easement located along the perimeter of the parent parcel with a much wider area located in the southeast portion of the parent parcel. This residential development is located within the R-1AA zoning district. Per the application, the proposed subdivision consists of 4 lots, three new residential lots and the remainder of the parent parcel.

The Final Plat has been routed thru the various City departments and outside agencies for review and comments.

Mr. Rebol stated the stormwater has been relocated to the parent parcel; the Bowmans are building their own home on the rear lot. **Mr. Larson explained the applicant had addressed all the Board's issues and made a motion to approve, seconded by Mr. Moore. The motion then carried unanimously.**

#### **Consider Rezoning and FLUM Amendment for 109 N. A Street**

Novota Properties, LLC is requesting to rezone the property located at 109 N. A Street from Residential/Office (R-2) to Commercial (C-2). This request also requires a Future Land Use Map Amendment from Office (O) to Commercial (C). This parcel is across the street from C-2A zoned property. The proposed Future Land Use Amendment from Office to Commercial will allow the applicant to request a Commercial (C-2) zoning designation, since C-2A is a specific zoning not appropriate for this parcel. The applicant has indicated the reason for the rezoning request is to match adjacent property on the east side of N. A Street.

Ms. Deese indicated several calls and a letter had been received opposing this request. To clarify, Chairman Ritz advised that spot zoning is not allowed by State of Florida law, so there has to be a rationale to change zoning. Mr. Larson asked the difference between C-1 and C-2. Ms. Deese advised C-1 is the least intensive of commercial districts and lies next to residential/commercial neighborhoods; C-2 has more intensive uses. Everything permitted in C-1 and below is permitted in C-2.

Mr. Novota stated the request was due to a residential home across the street being in C-2. He emphasized they wanted to make their property zoned for what it looks like since it has never been a residence. He had spoken with the person who wrote the letter, and her concern was the traffic. He indicated he bought the property for a family hobby shop and wanted the building to be reflective of that use. He informed one of the neighbors the intent was not to widen A Street. He also stated the lady who wrote the letter was not familiar with the building, and no longer had any issues.

Mr. Grundhoefer indicated he was in favor of granting the previous barber shop request, but he was concerned with the uses in a commercial district; a dentist, doctor or barber shop are compatible but not heavy retail.

Ms. Davis, who lives at 819 W. Gregory, stated the street corner holds water and does not drain and is a mosquito issue. Chairman Ritz clarified that although they hear her concern, this Board does not handle those issues. He did advise her to state her issue in the Open Forum portion of the meeting.

After returning to the agenda item, Ms. Deese advised RNC would be the zone between R-2 and C-1, however, there are future land use categories. In order to request one of the zoning listings under that category, you would have to be adjacent or contiguous. In looking at the map, the only options that could be offered to Mr. Novota was the office, the residential or the commercial, since there wasn't an RNC designation; this would be spot zoning which is illegal. She explained that C-2 was chosen by the applicant since it fit the best with what is adjacent to it. However, the Future Land Use request within this request would accommodate C-1. As requested, Ms. Deese read the uses from the ordinance for C-1. Mr. Grundhoefer observed that even though they did not fit, service stations were permitted in RNC. Chairman Ritz stated after having driven the area, his opinion was to suggest C-1 as a viable alternative; with the size of the parcel, C-1 would allow sufficient variation of use.

Mr. Grundhoefer noted there was no outpouring of complaints on the request. At this point, Mr. Novota advised he was satisfied with C-1 zoning.



**Mr. Larson made a motion to approve for C-1, seconded by Mr. Owens.** Mr. Larson stated C-1 was least intensive and a mix between residential and commercial. **The motion then carried unanimously.** Ms. Deese advised the applicant the project would proceed to City Council.

**Open Forum** – Annie Davis wanted to address the water on C and Gregory Streets. The erosion from the City's right-of-way is a problem. Ms. Deese offered to direct Ms. Davis to the appropriate department for solutions.

Mr. Grundhoefer asked the reason for pulling the Girard item from the agenda. Ms. Deese advised they had found some issues that would be addressed through the platting process, but no revisions had been received at this time.

Chairman Ritz confirmed that Board members were given the option for reappointment, and this meeting closes the term. Ms. Deese advised each Board member had indicated the desire to serve, and reappointments were scheduled for the July 13th Council meeting.

Ms. Deese explained Mr. Larson had inquired about the communication tower at Strong and A Streets. Planning Board's recommendation was upheld through the City Council's final approval. The applicant has added the fencing, trees and stealth technology as required. The form of stealth technology applied was painting (least desirable) which was listed in the Code as an option. In discussion with Mr. Weeks, the only way to help the situation in the future was to be more specific in the motion. The trees were also an issue since the number or size of trees was not specified.

**Adjournment** – With no further business, Chairman Ritz adjourned the meeting at 3:42 pm.

Respectfully Submitted,



Brandi C. Deese  
Secretary to the Board

July 9, 2017

City of Pensacola  
Planning Services Dept.  
P.O. Box 12910  
Pensacola, FL 32521-0051

To whom it may concern:

I am writing to respond to the public notice I received, via mail, regarding the request to rezone 109 North "A" St. I understand a beauty salon would like to move into the neighborhood. I firmly oppose that notion.

This is a reasonably quiet residential neighborhood where retirees and working families live their lives with little outside interference.

The gas stations on Cervantes and Garden Streets respectively, with the family store on Jackson and A, are quite enough businesses in the area.

There is already an inordinate amount of traffic on "A" Street without having another business bring more. Not to mention the potential for other influences to come into the area.

I hope you will take my concerns into consideration before you make your decision. Thank you.

Betty Bishop



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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File #: 33-17

City Council

8/10/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

PROPOSED ORDINANCE NO. 33-17 - REQUEST FOR FUTURE LAND USE MAP AMENDMENT - 109 N. A STREET

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 33-17 on first reading.

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

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City has received a request from Novota Properties, LLC to amend the City's Zoning Map from R-2 (Residential Office) to C-1 (Commercial) and the City's Future Land Use Map from O (Office) to C (Commercial).

On July 11, 2017, the Planning Board unanimously recommended approval of the proposed Future Land Use Map and Zoning Map amendment.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

7/18/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Sherry Morris, AICP, Planning Services Administrator

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 33-17
- 2) Future Land Use Map, Novota Rezoning Request, July 2017
- 3) Rezoning Application, Novota, dated June 15, 2017
- 4) July 11, 2017 Planning Board Minutes
- 5) Communication from Notified Property Owners.

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 33-17

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE  
TO BE ENTITLED:

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

WHEREAS, the City of Pensacola adopted a Comprehensive Plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, a proposed amended future land use classification has been referred to the local planning agency pursuant to §163.3174, Fla. Stat., and a proper public hearing was held on August 10, 2017 concerning the following proposed future land use classification affecting the property described therein; and

WHEREAS, after due deliberation, the City Council has determined that the amended future land use classification set forth herein will affirmatively contribute to the health, safety, and general welfare of the citizens of the City of Pensacola; and

WHEREAS, said amended future land use classification is consistent with all applicable elements of the Comprehensive Plan as amended, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Future Land Use Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

East 85' of the South 15' of Lot 8; East 85' of Lots 9,10,11; Block 13 MAXENT TRACT OR 7668 P 1042 CA 104

is hereby changed from Office (O) to Commercial (C) Future Land Use District.

SECTION 2. All ordinances or parts of ordinances in

conflict herewith are hereby repealed to the extent of such conflict.

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

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk



FUTURE LAND USE CHANGE  
REQUESTED BY NOVOTA PROPERTIES LLC

JULY 2017



REQUEST TO CHANGE FUTURE LAND USE FROM O (OFFICE) TO  
C (COMMERCIAL)



**REZONING**

Please check application type:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> <b>Conventional Rezoning</b> | <input checked="" type="checkbox"/> <b>Comprehensive Plan / FLUM Amendment</b> | <input type="checkbox"/> <b>(≥ 10 acres)</b> |
| Application Fee: \$2,500.00                           | ( <input checked="" type="checkbox"/> <b>&lt; 10 acres</b> )                   | <input type="checkbox"/> <b>\$3,500.00</b>   |
| Rehearing/Rescheduling (Planning Board): \$250.00     | \$3,500.00   | \$3,500.00                                   |
| Rehearing/Rescheduling (City Council): \$750.00       | \$250.00   | \$250.00                                     |
|   | \$750.00   | \$1,000.00                                   |

**Applicant Information:**

Name: JAMES M. NOVOTA Date: 6/15/17  
 Address: 411 W. DeSoto St Pensacola FL 32501  
 Phone: 850.501.3014 Fax: \_\_\_\_\_ Email: MICK@NOVOTA.COM

**Property Information:**

Owner Name: NOVOTA PROPERTIES LLC Phone: 850.501.3014  
 Location/Address: 109 NORTH "A" STREET PENSACOLA FL 32502  
 Parcel ID: 00-05-00-9000-080-013 Acres/Square Feet: .225  
 Zoning Classification: Existing RL Proposed C-2A  
 Future Land Use Classification: Existing O Proposed C  
 Reason Rezoning Requested: PROPERTY HAS NEVER BEEN A RESIDENCE, REQUEST IT BE ZONED TO MATCH ADJACENT PROPERTY ON EAST SIDE OF N "A" STREET.

- Required Attachments: (A) Full legal description of property (from deed or survey)  
 (B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 16 day of JUNE, 2017.

Applicant Signature: [Signature] Owner Signature: [Signature]  
 Applicant Name (Print): JAMES M. NOVOTA Owner Name (Print): JAMES M. NOVOTA

Sworn to and subscribed to before me this 16 day of JUNE, 2017  
 Name: [Signature] Commission Expires: \_\_\_\_\_



**FOR OFFICE USE ONLY**

Council District: #7 Date Received: 6/16/17 Case Number: \_\_\_\_\_  
 Date Postcards mailed: \_\_\_\_\_ Planning Board Date: 7/11/17 Recommendation: N/A  
 Committee Date: \_\_\_\_\_ Council Date: \_\_\_\_\_ Council Action: \_\_\_\_\_  
 Second Reading: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_



Prepared by:  
Southern Guaranty Title Company  
4400 Bayou Boulevard, Suite 13B, Pensacola, Florida 32503  
Parcel ID No: 000S00-9080-080-013

## Quit Claim Deed

Made this February 13, 2017 A.D. by Michael S. Novota and James M. Novota, whose post office address is: 411 W. Desoto Street, Pensacola, FL 32501, hereinafter called the Grantor, to Novota Properties, LLC, a Florida limited liability company, whose post office address is: 411 W. Desoto Street, Pensacola, FL 32501, hereinafter called the grantee:

**Witnesseth**, that the grantor, for and in consideration of the sum of \$ TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to, all that certain land situate in Escambia County, Florida, viz:

The East 85 feet of the South 15 feet of Lot 8 and the East 85 feet of Lots 9, 10 and 11, Block 13, Maxent Tract, City of Pensacola, Escambia County, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906.

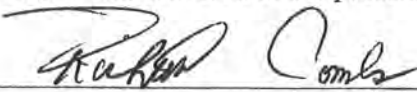
The property described herein is not the legal homestead of the Grantor.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

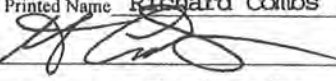
**To Have and to Hold**, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behoof of the said grantee forever.

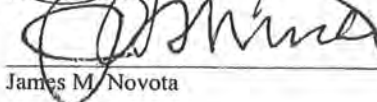
**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

*Signed, sealed and delivered in our presence:*

  
\_\_\_\_\_  
Witness Printed Name Richard Combs

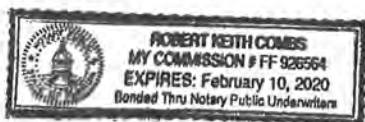
  
\_\_\_\_\_  
Michael S. Novota (Seal)

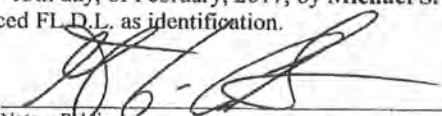
  
\_\_\_\_\_  
Witness Printed Name Robert Combs

  
\_\_\_\_\_  
James M. Novota (Seal)

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me this 13th day, of February, 2017, by Michael S. Novota and James M. Novota, who are personally known to me or who has produced FL D.L. as identification.



  
\_\_\_\_\_  
Notary Public  
Print Name: Robert K. Combs  
My Commission Expires: \_\_\_\_\_



R-1A

R-2

C-2A

SSD

W GREG

R-1B

R-

N-A-ST

N-DONEFSON-ST

NB ST

C-3

N DONEFSON-ST

C-2A

C-2

W-GARDEN-ST

C-1

S-A-ST

S-B-ST


60m



<p><b>General Information</b></p> <p><b>Reference:</b> 000S009080080013</p> <p><b>Account:</b> 152418000</p> <p><b>Owners:</b> NOVOTA PROPERTIES LLC</p> <p><b>Mail:</b> 411 W DESOTO STREET PENSACOLA, FL 32501</p> <p><b>Situs:</b> 109 N A ST UNIT B 32502</p> <p><b>Use Code:</b> OFFICE, 1 STORY</p> <p><b>Taxing Authority:</b> PENSACOLA CITY LIMITS</p> <p><b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a></p> <p>Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector</p>	<p><b>Assessments</b></p> <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2016</td> <td>\$23,983</td> <td>\$59,918</td> <td>\$83,901</td> <td>\$83,901</td> </tr> <tr> <td>2015</td> <td>\$23,983</td> <td>\$55,221</td> <td>\$79,204</td> <td>\$79,204</td> </tr> <tr> <td>2014</td> <td>\$23,983</td> <td>\$53,850</td> <td>\$77,833</td> <td>\$77,833</td> </tr> </tbody> </table> <p style="text-align: center;"><a href="#">Disclaimer</a></p> <hr/> <p style="text-align: center;"><a href="#">Amendment 1/Portability Calculations</a></p> <p style="text-align: center;">★ <a href="#">File for New Homestead Exemption Online</a></p>	Year	Land	Imprv	Total	Cap Val	2016	\$23,983	\$59,918	\$83,901	\$83,901	2015	\$23,983	\$55,221	\$79,204	\$79,204	2014	\$23,983	\$53,850	\$77,833	\$77,833
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2016	\$23,983	\$59,918	\$83,901	\$83,901																	
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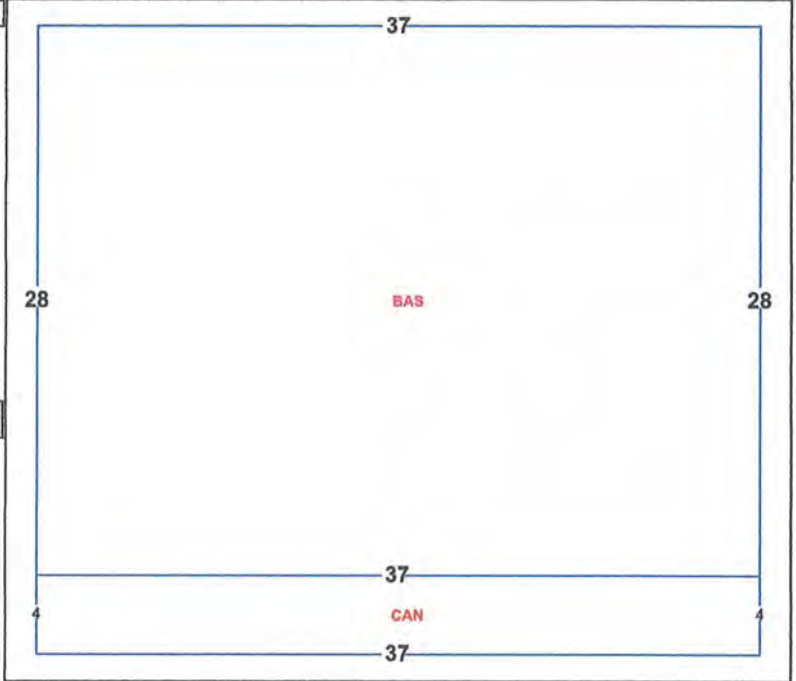
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**Structural Elements**  
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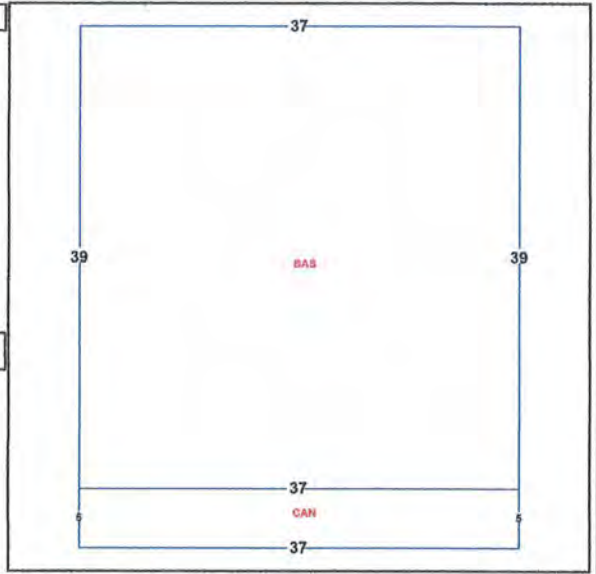
Areas - 1184 Total SF  
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Year Built: 1984, Effective Year: 1984

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**Images**



6/24/15



6/24/15

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# Chris Jones Escambia County Property Appraiser

- Real Estate Search
- Tangible Property Search
- Sale List
- Amendment 1/Portability Calculations

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•
→ [Account](#)
•
↔ [Reference](#)

Printer Friendly Version

<p><b>General Information</b></p> <p><b>Reference:</b> 000S009080080013</p> <p><b>Account:</b> 152418000</p> <p><b>Owners:</b> NOVOTA PROPERTIES LLC</p> <p><b>Mail:</b> 411 W DESOTO STREET PENSACOLA, FL 32501</p> <p><b>Situs:</b> 109 N A ST UNIT B 32502</p> <p><b>Use Code:</b> OFFICE, 1 STORY </p> <p><b>Taxing Authority:</b> PENSACOLA CITY LIMITS</p> <p><b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a></p> <p><small>Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector</small></p>	<p><b>Assessments</b></p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2016</td> <td>\$23,983</td> <td>\$59,918</td> <td>\$83,901</td> <td>\$83,901</td> </tr> <tr> <td>2015</td> <td>\$23,983</td> <td>\$55,221</td> <td>\$79,204</td> <td>\$79,204</td> </tr> <tr> <td>2014</td> <td>\$23,983</td> <td>\$53,850</td> <td>\$77,833</td> <td>\$77,833</td> </tr> </tbody> </table> <p style="text-align: center;"><a href="#">Disclaimer</a></p> <hr/> <p style="text-align: center;"><a href="#">Amendment 1/Portability Calculations</a></p> <p style="text-align: center;"><span style="color: red; font-weight: bold;">★</span> <a href="#">File for New Homestead Exemption Online</a></p>	Year	Land	Imprv	Total	Cap Val	2016	\$23,983	\$59,918	\$83,901	\$83,901	2015	\$23,983	\$55,221	\$79,204	\$79,204	2014	\$23,983	\$53,850	\$77,833	\$77,833
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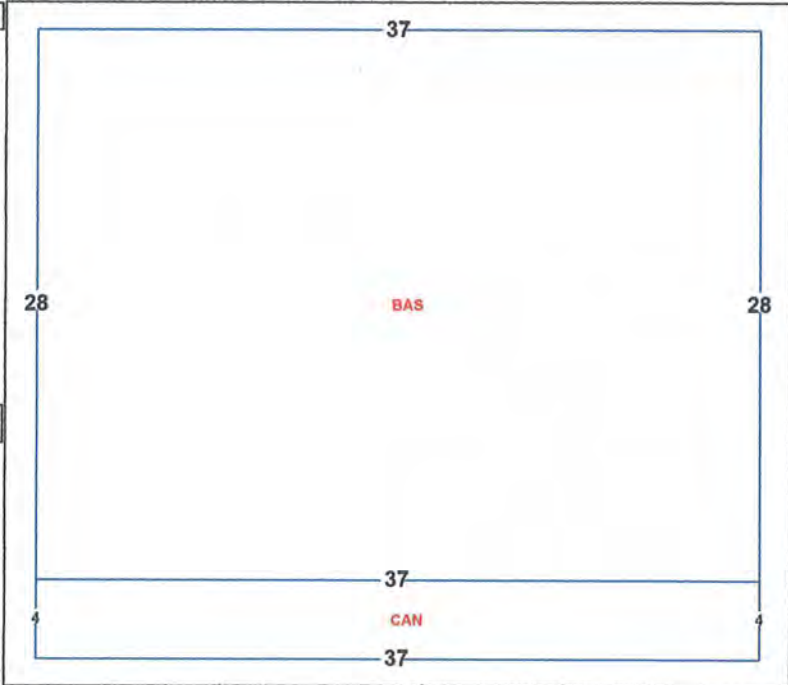
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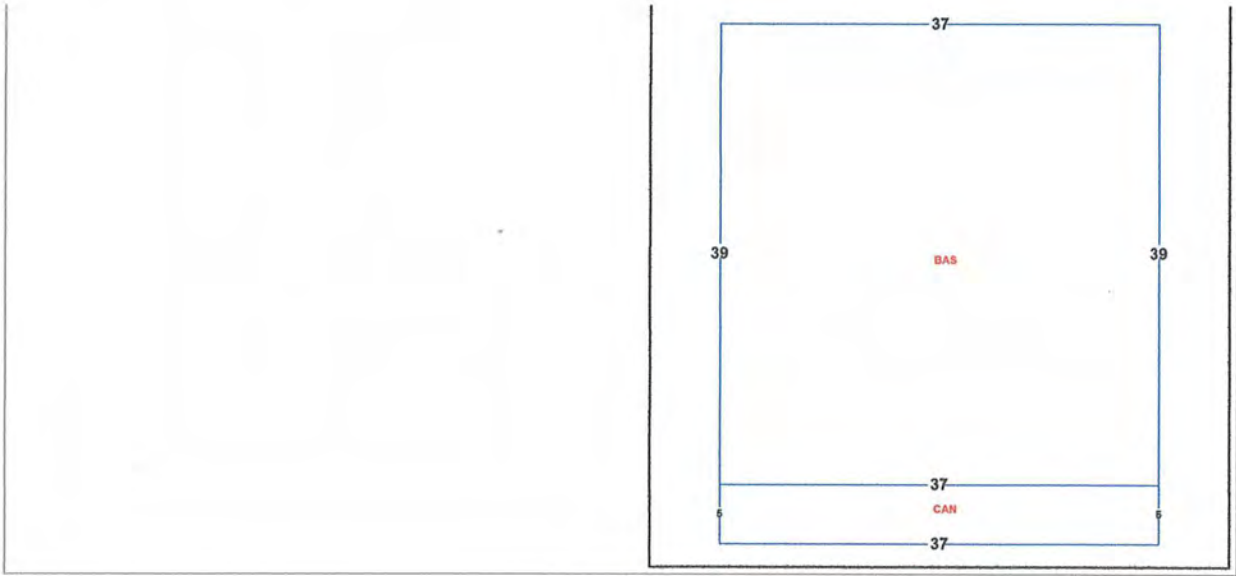
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PLANNING SERVICES

THE UPSIDE *of* FLORIDA

## MINUTES OF THE PLANNING BOARD

July 11, 2017

**MEMBERS PRESENT:** Paul Ritz-Chairman, Danny Grundhoefer, Jared Moore, Kyle Owens, Kurt Larson

**MEMBERS ABSENT:** Nina Campbell, Nathan Monk

**STAFF PRESENT:** Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner,

**OTHERS PRESENT:** Soumya Chakrabarti, Kamal Hossain, Greg Stack, Diane Mack, Mick Novota, Annie M. Davis, Christian Wagley

### AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from June 13, 2017
- New Business:
  1. Request for Site Plan Approval for 4771 North 9th Avenue (North 9th Avenue Corridor Management Overlay District)
  2. Request for Minor Subdivision Plat Approval for Cottages at Eighth Subdivision (Preliminary and Final Plat Approval)
  3. Request for Final Plat Approval for River Birch Subdivision
  4. Consider Rezoning and FLUM Amendment for 109 N. A Street
- Open Forum
- Adjournment

### Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:03 pm with a quorum present. He gave instructions to the audience on the rules and procedures of the Board.

### Approval of Meeting Minutes

Mr. Larson made a motion to approve the June 13, 2017 minutes, seconded by Mr. Moore, and it carried unanimously.

### Request for Site Plan Approval for 4771 North 9th Avenue (North 9th Avenue Corridor Management Overlay District)

This application is being received in response to the recent amendments to the North 9th Avenue Corridor Management Plan which require Board approval. The proposed improvements include a new 5,000 sf retail/office building with required parking as well as site modifications to the existing "Food Mart" convenience store and gas station. Since the existing site is being modified, FDOT has required adherence with their access management standards.

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

The large expanse of concrete which currently provides direct access to North 9th Avenue will be reduced to two directional driveways with the sole full-access driveway connection relocated to the side street (Springdale Circle). A landscaping plan has also been included within the submittal package. Although these plans were originally developed prior to the LDC Amendment, the plan does not meet the intent of the ordinance. The applicant allowed their building permit to expire, so they were required to conform to the present code.

Chairman Ritz asked about the access to Code changes, and Ms. Deese stated the LDC online actually goes through a codification process through Municode and their attorneys before being published online. However, access is available through the Municode website or the City of Pensacola's Code of Ordinances website where a listing is available for ordinances adopted but not yet codified.

Mr. Chakrabarti explained the project was initiated before the current ordinance was put in place, then they were caught up with FDOT for driveway permitting. The biggest challenge was fuel trucks being able to safely enter and exit the site. FDOT allowed a 16' right-in and a 16' right-out, and the City allowed full access on the side street. After being advised of the new ordinance, they prepared the building based on what they felt was best suited for the area. He explained the truck access was because FDOT requires cross access when the adjacent property is with the same owner (Exxon Station). He stated there was only one exit on 9<sup>th</sup> Avenue and right-in and right-out on Springdale.

Mr. Grundhoefer discussed the span of concrete in the parking lot, since the goal of the ordinance was to bring in landscaping and buffers for parking spaces. Ms. Deese advised there were two different sections where landscaping would be addressed - in the regular landscaping and tree section and North 9<sup>th</sup> Avenue District. Chairman Ritz advised one of the purposes of the overlay district was to try and guide development along 9<sup>th</sup> Avenue to create a more pedestrian-oriented approach. However, the large expanse of asphalt was accommodating the adjacent property. Mr. Chakrabarti clarified if the property sold, the cross access easement would stay. Mr. Chakrabarti advised the original driveway was closer to the intersection which Engineering had approved. Ms. Deese pointed out the plans had not been approved by Engineering or Inspections as that would be completed during permitting. Mr. Grundhoefer suggested extending the awning for more coverage. Mr. Chakrabarti advised they could also increase the landscaping and possibly reduce the asphalt which would also reduce the cost to the owner.

Ms. Mack appreciated the discussion on the asphalt and asked that the Board not approve the project until they see the changes discussed. She observed fuel trucks and delivery trucks, and it was unfortunate that this corner lot was rezoned to RNC. The applicant cannot be required to place parking in the rear due to FDOT requirements. She also reminded the Board that economics and the quality of the development are related and provided pictures of neighboring commercial development. She mentioned there was a section in the LDC which reduces the parking requirements based on enhanced landscaping.

Chairman Ritz pointed out 18 parking spaces illustrated on the project, with 17 required by Code. He was concerned with the application dealing with the convenience store with the sign moved and the canopy extended, and those details were not presented. Regarding the aesthetics of the strip mall, it did not have much to differentiate it from any other area in Pensacola. Mr. Grundhoefer felt it had no beauty and appreciated the residential examples provided by Ms. Mack. He stressed the goal throughout the city was to promote projects which would make the city more attractive.

Chairman Ritz advised in addressing the design, the Board could submit ideas and suggestions for a more appropriately styled building. He suggested windows or storefronts which do not extend to the sidewalk. The character of those buildings with some delineation or windows and doors at different heights, separation between door members and windows, along with a change in the exterior finish would encompass his suggestions. Mr. Grundhoefer stated if the exterior had brick or precast, it could withstand some of the elements in Pensacola and might not require as much maintenance. He offered that the designers could come up with something more attractive to make it fit with the neighborhood.

Mr. Chakrabarti stated most of the building examples illustrated were residential converted to commercial, and his project was proposing modern-day design.

Regarding the storefront, they could introduce a knee-wall in front and also meet the landscaping requirements. Chairman Ritz stated in considering successful projects, the insurance office on Cervantes near 14<sup>th</sup> was recent construction which had more character.

He pointed out this project was not in a historic district where the Board was trying to maintain a certain period, but a designer could develop a different approach with a residential feel. Mr. Grundhoefer explained to the applicant how to reconfigure the parking orientation. Ms. Deese pointed out that Ms. Mack had referred to the reduction of parking spaces when providing landscaping; the Code provides for a variety of relief from parking possibly a bike rack, compact cars or landscaping as options. **Mr. Moore made a motion to deny and wanted to see the project come back with suggestions considered, and Mr. Larson seconded.** Chairman Ritz stated the minutes would reflect the suggestions of a knee-wall, and a change in texture or texture finish. He stressed the Board was not trying to prevent development and was sensitive to jobs it would create, but the Board was trying to guide development in this district utilizing the regulations of the LDC. Mr. Grundhoefer offered his services to guide the applicant, and Ms. Deese stated if he was willing to devote his time to this project, it would be appropriate as long as it did not include other Board members. **The motion then carried unanimously.**

#### **Request for Minor Subdivision Plat Approval for Cottages at Eighth Subdivision (Preliminary and Final Plat Approval)**

Gregory Stack has submitted a request for Minor Subdivision approval for "Cottages at Eighth"; this request includes both the Preliminary Plat and the Final Plat for the development. The proposed townhouse development, identified as 800 E. Strong Street, is a 0.2525-acre parcel on the northeast corner of the intersection of E. Strong Street and North 8th Avenue. The single family residence which was located on the site has been demolished to accommodate this development. The proposed subdivision consists of 4 lots which measure 34 feet in width. This development is located within the R-1A zoning district. Front yard averaging was applied and resulted in a reduction to the front and corner side yard setbacks. Both the Preliminary Plat and Final Plat were routed thru the various City departments and outside agencies for review and comments. Ms. Deese advised the only comment of any substance was from Engineering concerning drainage.

Chairman Ritz was familiar with the area and suggested the project was in line with existing development and had no objections to the preliminary or final plat. Mr. Grundhoefer confirmed the Board was not reviewing for aesthetics. Mr. Moore asked if the Engineering comment needed to be addressed, and Ms. Deese explained the Board was approving contingent on the comments received; the applicant has indicated they will meet the requirements and will have to do so in order to obtain a building permit. Mr. Grundhoefer explained the project was being developed behind the fire station and was consistent with the structures in the area.

Mr. Stack suggested the project would be a major improvement for that area. The building would be constructed with hardie board siding with a metal roof or architectural shingled roof. The columns would be wrapped, similar to single family homes on LaRua located by the railroad tracks. He explained they wanted to keep as much green as possible by constructing paver track driveways up to the garages. Currently, the garages are pushed to the back to provide additional parking; Chairman Ritz appreciated the garages pushed to the rear to allow for pedestrian traffic.

**Mr. Larson made a motion to approve based upon compliance with drainage and utilities, seconded by Mr. Grundhoefer, and it carried unanimously.**

#### **Request for Final Plat Approval for River Birch Subdivision**

John and Connie Bowman, Our Family Property LLC, have submitted a request for Final Plat approval for "River Birch" subdivision. The proposed development, identified as the 7100 blk of Spanish Trail, is a 3.93-acre parcel located on the east side of Spanish Trail, and is immediately adjacent to the north of Gull Point Community Center. The site is currently vacant.

The Preliminary Plat was granted approval by this Board in May 2017. The proposed Final Plat is fairly consistent with the approved Preliminary Plat, with the exception of the location of the stormwater facilities. The current iteration has a 15' wide stormwater easement located along the perimeter of the parent parcel with a much wider area located in the southeast portion of the parent parcel. This residential development is located within the R-1AA zoning district. Per the application, the proposed subdivision consists of 4 lots, three new residential lots and the remainder of the parent parcel.

The Final Plat has been routed thru the various City departments and outside agencies for review and comments.

Mr. Rebol stated the stormwater has been relocated to the parent parcel; the Bowmans are building their own home on the rear lot. **Mr. Larson explained the applicant had addressed all the Board's issues and made a motion to approve, seconded by Mr. Moore. The motion then carried unanimously.**

#### **Consider Rezoning and FLUM Amendment for 109 N. A Street**

Novota Properties, LLC is requesting to rezone the property located at 109 N. A Street from Residential/Office (R-2) to Commercial (C-2). This request also requires a Future Land Use Map Amendment from Office (O) to Commercial (C). This parcel is across the street from C-2A zoned property. The proposed Future Land Use Amendment from Office to Commercial will allow the applicant to request a Commercial (C-2) zoning designation, since C-2A is a specific zoning not appropriate for this parcel. The applicant has indicated the reason for the rezoning request is to match adjacent property on the east side of N. A Street.

Ms. Deese indicated several calls and a letter had been received opposing this request. To clarify, Chairman Ritz advised that spot zoning is not allowed by State of Florida law, so there has to be a rationale to change zoning. Mr. Larson asked the difference between C-1 and C-2. Ms. Deese advised C-1 is the least intensive of commercial districts and lies next to residential/commercial neighborhoods; C-2 has more intensive uses. Everything permitted in C-1 and below is permitted in C-2.

Mr. Novota stated the request was due to a residential home across the street being in C-2. He emphasized they wanted to make their property zoned for what it looks like since it has never been a residence. He had spoken with the person who wrote the letter, and her concern was the traffic. He indicated he bought the property for a family hobby shop and wanted the building to be reflective of that use. He informed one of the neighbors the intent was not to widen A Street. He also stated the lady who wrote the letter was not familiar with the building, and no longer had any issues.

Mr. Grundhoefer indicated he was in favor of granting the previous barber shop request, but he was concerned with the uses in a commercial district; a dentist, doctor or barber shop are compatible but not heavy retail.

Ms. Davis, who lives at 819 W. Gregory, stated the street corner holds water and does not drain and is a mosquito issue. Chairman Ritz clarified that although they hear her concern, this Board does not handle those issues. He did advise her to state her issue in the Open Forum portion of the meeting.

After returning to the agenda item, Ms. Deese advised RNC would be the zone between R-2 and C-1, however, there are future land use categories. In order to request one of the zoning listings under that category, you would have to be adjacent or contiguous. In looking at the map, the only options that could be offered to Mr. Novota was the office, the residential or the commercial, since there wasn't an RNC designation; this would be spot zoning which is illegal. She explained that C-2 was chosen by the applicant since it fit the best with what is adjacent to it. However, the Future Land Use request within this request would accommodate C-1. As requested, Ms. Deese read the uses from the ordinance for C-1. Mr. Grundhoefer observed that even though they did not fit, service stations were permitted in RNC. Chairman Ritz stated after having driven the area, his opinion was to suggest C-1 as a viable alternative; with the size of the parcel, C-1 would allow sufficient variation of use.

Mr. Grundhoefer noted there was no outpouring of complaints on the request. At this point, Mr. Novota advised he was satisfied with C-1 zoning.

**Mr. Larson made a motion to approve for C-1, seconded by Mr. Owens.** Mr. Larson stated C-1 was least intensive and a mix between residential and commercial. **The motion then carried unanimously.** Ms. Deese advised the applicant the project would proceed to City Council.

**Open Forum** – Annie Davis wanted to address the water on C and Gregory Streets. The erosion from the City's right-of-way is a problem. Ms. Deese offered to direct Ms. Davis to the appropriate department for solutions.

Mr. Grundhoefer asked the reason for pulling the Girard item from the agenda. Ms. Deese advised they had found some issues that would be addressed through the platting process, but no revisions had been received at this time.

Chairman Ritz confirmed that Board members were given the option for reappointment, and this meeting closes the term. Ms. Deese advised each Board member had indicated the desire to serve, and reappointments were scheduled for the July 13th Council meeting.

Ms. Deese explained Mr. Larson had inquired about the communication tower at Strong and A Streets. Planning Board's recommendation was upheld through the City Council's final approval. The applicant has added the fencing, trees and stealth technology as required. The form of stealth technology applied was painting (least desirable) which was listed in the Code as an option. In discussion with Mr. Weeks, the only way to help the situation in the future was to be more specific in the motion. The trees were also an issue since the number or size of trees was not specified.

**Adjournment** – With no further business, Chairman Ritz adjourned the meeting at 3:42 pm.

Respectfully Submitted,



Brandi C. Deese  
Secretary to the Board

July 9, 2017

City of Pensacola  
Planning Services Dept.  
P.O. Box 12910  
Pensacola, FL 32521-0051

To whom it may concern:

I am writing to respond to the public notice I received, via mail, regarding the request to rezone 109 North "A" St. I understand a beauty salon would like to move into the neighborhood. I firmly oppose that notion.

This is a reasonably quiet residential neighborhood where retirees and working families live their lives with little outside interference.

The gas stations on Cervantes and Garden Streets respectively, with the family store on Jackson and A, are quite enough businesses in the area.

There is already an inordinate amount of traffic on "A" Street without having another business bring more. Not to mention the potential for other influences to come into the area.

I hope you will take my concerns into consideration before you make your decision. Thank you.

Betty Bishop



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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File #: 17-00429

City Council

8/10/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - COTTAGES AT EIGHTH

**RECOMMENDATION:**

That City Council conduct a quasi-judicial hearing on August 10, 2017 to consider approval of the final subdivision plat- Cottages at Eighth.

**HEARING REQUIRED:** Quasi-Judicial

**SUMMARY:**

The City has received a request from Gregory Stack for approval of "Cottages at Eighth" subdivision plat. The proposed subdivision is located in the R-1A (One & Two Family Residential) zoning district, and will create 4 lots measuring 34 feet in width from the 0.2525 acre parcel. The Final Plat has been reviewed by the applicable City Staff and utility providers for compliance with the City's subdivision requirements.

On July 11, 2017, the City's Planning Board unanimously recommended approval of the final plat.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

7/18/2017



**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Sherry Morris, AICP, Planning Services Administrator

**ATTACHMENTS:**

- 1) Subdivision Plat Application, Cottages at Eighth, dated June 9, 2017
- 2) Final Plat, Cottages at Eighth, dated July 13, 2017
- 3) Plat Boundary Survey, Cottages at Eighth, dated July 10, 2017
- 4) July 11, 2017 Planning Board Minutes

**PRESENTATION:** Yes



# SUBDIVISION PLAT

## Please Check Application Type:

Minor Subdivision (< 4 lots)

Subdivision (> 4 lots)

Preliminary & Final Plat Submission

Preliminary Plat Submission

Final Plat Submission

Fee: \$2,000.00

Fee: \$1,000.00 + \$25/lot

Fee: \$1,500.00 + \$25/lot

[Resubmittal: 1/2 the initial fee; Rescheduling to Planning Board / City Council: \$250.00]

### Applicant Information

Name: Gregory A. Stack

Address: 8 Ocean View  
Pensacola Beach FL. 32561

Phone: (850) 393-5215

Fax: \_\_\_\_\_

Email: gstack1041@gmail.com

### Owner Information (if different from applicant)

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

### Property Information

Location/Address: 800 E. Strong Street Pensacola FL. (Corner of 8<sup>th</sup> & Strong)

Subdivision Name: Cottages on Eighth

# of Parcels to be Subdivided: 4

Parcel ID #(s): 000500-9025-014-130

# of Existing Lots: 2

# of Proposed Lots: 4

Total Acreage: .2525

Legal Description: Please attach a full legal description from deed or survey

Type of Subdivision:  Residential\*  Non-Residential

[\*If residential, see reverse for open space requirement]

Will a Variance from the Subdivision Regulations be requested for the project (Sec. 12-8-7)?  YES  NO

If yes, specify exact variance requested: Front yard averaging was applied to this project to reduce their required yards as follows: (Front = 11'1") (Corner Side = 5'7")

I, the undersigned applicant, understand that payment of these fees does not entitle me to approval of this plat and that no refund of these fees will be made. Also, I understand that any resubmissions based on non-compliance with City subdivision and/or development requirements will result in one-half (1/2) the initial application fee. I have reviewed a copy of the applicable zoning and subdivision requirements and understand that I must be present on the date of the Planning Board meeting.

Signature of Applicant  
(Owner of Property or Official Representative of Owner)

6/9/17

Date

### FOR OFFICE USE ONLY

Zone: R-1A

District: 6 (B. Spencer)

FUM = MDR

Date Received: 6-9-2017

Case Number: \_\_\_\_\_

Application Fee: \$2000.00

Receipt #: 097345

Open Space Requirement (acres or \$): 1,045.00

Receipt #: \_\_\_\_\_

Planning Board Date: 7/11/2017

Recommendation: Approved

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

Action: \_\_\_\_\_

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

Map Bk/Pg: \_\_\_\_\_

**\*Sec. 12-8-6. SITES FOR PUBLIC USE.**

**(B) Sites for park and recreation or open space.** Each subdivision plat shall be reviewed by the planning and leisure services departments in order to assess the following: park and recreational or open space needs for the recreation service area within which the subdivision is located and for the city as a whole; and characteristics of the land to be subdivided for its capability to fulfill park, recreation or open space needs. Based on this review the city staff shall recommend one of the following options:

(1) *Dedication of land for park, recreation or open space needs.* The subdivider(s) or owner(s) shall dedicate to the city for park and recreation or open space purposes

at least five (5) percent of the gross area of the residential subdivision. In no case shall the aggregate acreage donated be less than one-quarter (1/4) acre.

(2) *Payment of money to an escrow account for park, recreation or open space needs in lieu of dedication of land.* The subdivider(s) or owner(s) shall pay unto the city such sum of money equal in value to five (5) percent of the gross area of the subdivision thereof, which sum shall be held in escrow and used by the city for the purpose of acquiring parks and developing playgrounds and shall be used for these purposes and no others. The aforementioned value shall be the value of the land subdivided without improvements and shall be determined jointly by the city manager and the subdivider. If the city manager and subdivider cannot agree on a land value, then the land value shall be established by arbitration. The city manager shall appoint a professional land appraiser, the subdivider shall appoint a professional land appraiser, and these two (2) shall appoint a third.

**\*Open Space Requirement (only applicable to residential subdivision)**

Sec. 12-8-6 requires (a) the dedication of 5% of the gross area for open space purposes, or (b) a fee in lieu of land dedication. Please calculate and check preferred method of meeting requirement:

(a) Total Land Area: .2525 acres  
5% for land dedication\*: n/a acres  
[\*may not equal less than 1/4 acre]

(b) Value of land (Esc. Co. Tax Assessor) \$ 20,900.00  
Fee in lieu of land dedication (5% of value) \$ 1,045.00  
[Payable to the City of Pensacola; Due after plat approval, prior to receiving signatures]

**Sec. 12-8-3. Procedure for subdivision approval.**

**(A) Procedure for subdivision requiring a plat.**

(1) *Approval of preliminary plat by the planning board.*

(a) Any person desiring to divide land into three (3) or more lots shall first file with the planning board a preliminary plat of the subdivision prepared in accordance with the requirements of section 12-8-8.

(b) Accompanying the preliminary plat shall be a general location sketch map showing the relationship of the proposed subdivision to existing community facilities which serve or influence it. On such sketch map, the main traffic arteries, shopping centers, schools, parks, and playgrounds, principal places of employment and other principal features should be noted.

(c) Where the preliminary plat submitted covers only a part of the total contiguous property under the subdivider's ownership, a sketch of the prospective future street system of the unsubdivided part shall be required if not shown on a previously approved conceptual plan or plans for the entire property. The street system of the unplatted portion shall be planned to coordinate and connect with the street system of the platted portion.

(d) A master drainage plan at a scale not smaller than one inch equals two hundred (200) feet, shall be prepared. The master drainage plan shall be for the entire property and shall be reviewed by the city engineer in relation to the entire drainage basin. It is the specific intent of this requirement that rights-of-way and easements of all drainage improvements including but not limited to, retention ponds, ditches, culverts, channels, and the like required for the drainage of the site for both on-site and off-site improvements, shall be provided for the master drainage plan. Instruments shall be submitted fully executed in sufficient form for recording for all off-site drainage rights-of-way and easements not included on the final plat. These instruments shall be submitted with the final plat for recordation.

(e) Eleven (11) copies of the preliminary plat shall be submitted to The Community Development Department at least thirty (30) calendar days prior to the meeting at which it is to be considered.

(f) Prior to the examination of the preliminary plat, the planning board shall be furnished with reports from the city engineer, traffic engineer, energy services, Escambia County Utilities Authority, fire department, and the secretary to the planning board to the effect that said plat does or does not conform to the comprehensive plan, the provisions of this chapter, and with sound principles and practices of planning and engineering and with such other items that may affect the health, safety and welfare of the people.

(g) When, after examination, the planning board finds as fact that the aforementioned requirements have been met, the preliminary plat may be approved; however, such approval shall not constitute an approval of the final plat. If the preliminary plat is rejected, the planning board shall provide the applicant in writing a detailed list of reasons for rejection.

(2) *Approval of final plat by the planning board and city council.*

(a) The final plat shall conform substantially to the preliminary plat. The applicant shall submit only that portion of the approved preliminary plat which he proposes to record and develop. Such portion shall conform to all requirements of this chapter. Such final plat shall be submitted within one year (three hundred sixty-five (365) days) of the date of the approval of the preliminary plat. If more than one year has elapsed since the approval of the preliminary plat, the preliminary plat must be resubmitted to the planning board for their review and approval prior to submission of the final plat.

(b) Eleven (11) copies of the final plat shall be submitted to The Community Development Department at least thirty (30) calendar days prior to the meeting of the planning board at which it is to be considered. Before granting final approval of the plat, the planning board shall receive reports from the secretary to the planning board, the city engineer, the traffic engineer, energy services of Pensacola, the Escambia County Utilities Authority and the fire department.

(c) After approval by the planning board, the final plat shall be transmitted to the city council for approval. Approval of the plat shall be granted by the city council upon its finding that all the requirements of this chapter have been met.

(3) *Approval of a combined preliminary/final plat of a subdivision by the planning board and city council.* Subdivisions containing no more than four (4) lots fronting on an existing public street, right-of-way or an access easement, not involving any new street or road, or the extension of governmental facilities, or the creation of any public improvements, and not adversely affecting the remainder of the parcel or adjoining property, and not in conflict with any provision of this code or the comprehensive plan, may be reviewed and approved through an abbreviated procedure which provides for the submittal of both the preliminary and final plat concurrently. All design standards, plat information and recording requirements as set forth in this chapter shall be complied with when exercising the abbreviated minor subdivision procedure.

(B) *Procedure for division of land requiring a boundary survey.* A division of land into no more than two (2) lots fronting on an existing public street, or an access easement not involving any new street or road, or the extension of governmental facilities, or the creation of any public improvements, and not adversely affecting the remainder of the parcel or adjoining property, and not in conflict with any provision of this code or the comprehensive plan, may be reviewed and approved by the city engineer, city surveyor and city planner through an abbreviated procedure which provides for the submittal of a metes and bounds description and a legal boundary survey of the property.

(1) *Submission requirements.*

(a) Any person desiring to divide land into no more than two (2) lots shall first submit three (3) copies of a metes and bounds description and a legal boundary survey of the property (equal to that required by F.S. § 472.27, pertaining to minimum technical standards for surveys, and having a minimum of four (4) concrete permanent reference monuments set) to The Community Development Department. The boundary survey shall be drawn at a scale of one hundred (100) feet to the inch, or less, and shall depict all information required by section 12-8-8(a) through (j).

(b) If an access easement is required for the subdivision, this document shall be attached to each of the three (3) copies of the boundary survey.

(c) All stormwater drainage requirements set forth in this chapter shall be complied with when exercising this procedure.

(2) *Final approval.*

(a) The Community Development Department shall notify the applicant of the approval or disapproval of the subdivision boundary survey within nine (9) working days from submission.

(b) If the subdivision boundary survey is rejected The Community Development Department shall provide the applicant, in writing, a detailed list of reasons for rejection.

(c) Upon submission of the corrected subdivision boundary survey the Community Development Department shall notify the applicant of the approval or disapproval of the corrected boundary survey within nine (9) days. If the subdivision boundary survey is not approved, the minor subdivision must be resubmitted.

(d) After the survey has been approved by city staff fourteen (14) blueprints and one (1) mylar of the survey shall be filed with The Community Development Department. In addition, one (1) copy each of any applicable recorded access easements shall be filed with The Community Development Department.

(e) Furthermore, no building permit shall be issued until the survey has been approved by city staff and any accompanying documentation has been recorded.



# Chris Jones Escambia County Property Appraiser

- Real Estate Search
- Tangible Property Search
- Sale List
- Amendment 1/Portability Calculations

[Back](#)

←  Navigate Mode  Account  Reference →

[Printer Friendly Version](#)

**General Information**

**Reference:** 000S009025014130  
**Account:** 141042000  
**Owners:** STACK GREGORY  
**Mail:** 8 OCEAN VIEW DR  
 PENSACOLA BEACH, FL 32561  
**Situs:** 800 E STRONG ST 32501  
**Use Code:** SINGLE FAMILY RESID   
**Taxing Authority:** PENSACOLA CITY LIMITS  
**Schools (Elem/Int/High):** GLOBAL LEARNING  
 ACADEMY/WORKMAN/PENSACOLA  
**Tax Inquiry:** [Open Tax Inquiry Window](#)  
 Tax Inquiry link courtesy of Scott Lunsford  
 Escambia County Tax Collector

**Assessments**

Year	Land	Imprv	Total	Cap Val
2016	\$20,900	\$41,142	\$62,042	\$42,530
2015	\$20,900	\$41,028	\$61,928	\$42,235
2014	\$20,900	\$38,637	\$59,537	\$41,900

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

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

**Sales Data**

Sale Date	Book	Page	Value	Type	Official Records (New Window)
02/13/2017	7667	1590	\$59,000	WD	<a href="#">View Instr</a>
02/18/2015	7301	1306	\$100	OT	<a href="#">View Instr</a>

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

**2016 Certified Roll Exemptions**  
 HOMESTEAD EXEMPTION, SENIOR EXEMPTION, VETERANS, WIDOWER

**Legal Description**  
 LT 14 AND W 20 FT 6 IN OF LT 13 BLK 130 NEW CITY TRACT OR 7667 P 1590 CA 67

**Extra Features**  
 METAL SHED

**Parcel Information** [Launch Interactive Map](#)

**Section Map Id:** [CA067](#)

**Approx. Acreage:** 0.2525

**Zoned:** R-1A

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


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

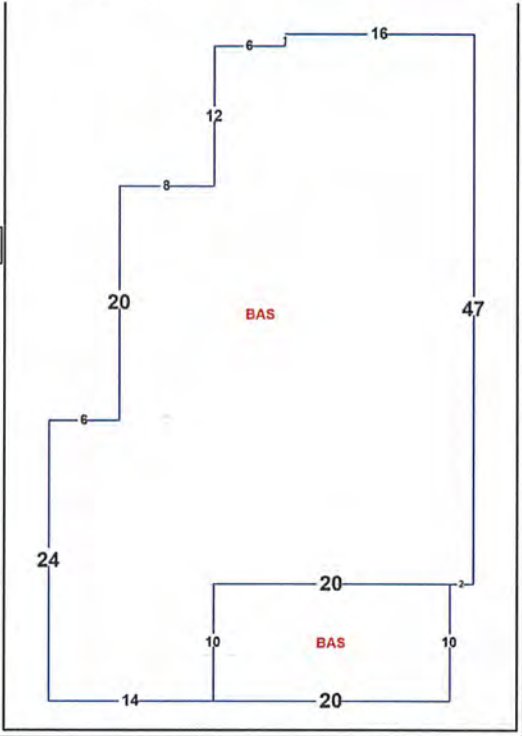
**Buildings**

Address: 800 E STRONG ST, Year Built: 1900, Effective Year: 1944

Structural Elements
DECOR/MILLWORK-ABOVE AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-ASBESTOS SIDING
FLOOR COVER-PINE/SOFTWOOD

**FOUNDATION-WOOD/NO SUB FLR**  
**HEAT/AIR-WALL/FLOOR FURN**  
**INTERIOR WALL-DRYWALL-PLASTER**  
**NO. PLUMBING FIXTURES-5**  
**NO. STORIES-1**  
**ROOF COVER-COMPOSITION SHG**  
**ROOF FRAMING-GABLE-HI PITCH**  
**STORY HEIGHT-0**  
**STRUCTURAL FRAME-WOOD FRAME**

 Areas - 1724 Total SF  
**BASE AREA - 1724**



Images

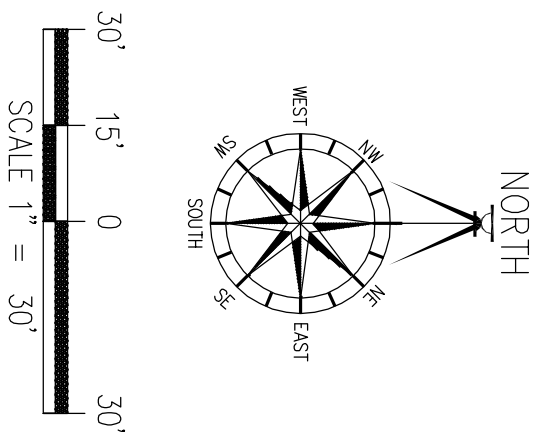


8/31/16

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:07/14/2017 (tc.3147)





- SURVEYOR'S NOTES:**
- THIS SURVEY WAS PREPARED FOR THE CLIENT SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT PRIOR CONSENT FROM THIS SURVEYOR.
  - ALL PROPERTY LINES SHOWN ARE BASED ON THE INFORMATION PROVIDED TO THE SURVEYOR AND NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
  - ALL BEARINGS AND DISTANCES ARE RECORD UNLESS OTHERWISE NOTED.
  - ERROR OF CALCULATION MEANS STANDARDS OF PRACTICE FOR THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA THAT DO NOT APPEAR ON THE FACE OF THIS PLAN.
  - BEARINGS ON THE FACE OF THIS PLAN OF EAST STRONG STREET AS INDICATED BY THIS SURVEYOR ARE AS SHOWN.
  - THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP NOR AN ENCROACHMENT OF ANY KIND.
  - IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR THAT THE PARCEL OF LAND SHOWN HEREON AS PER THE FLOOD INSURANCE RATE MAP INFORMATION AS FOLLOWS:
- FLOOD HAZARD ZONE: X
- PANEL NUMBER: 10033C 0390 C  
AS DATED: 09/29/06
- THE CERTIFICATE OF AUTHORIZATION NUMBER FOR K&M LAND PLANNING, LLC, IS LB. 7919.

**DESCRIPTION:**  
LOT 14 AND THE WEST 20 FEET 6 INCHES OF LOT 13, BLOCK 130, NEW CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

- LEGEND:**
- FOUND 1/2" CAPPED IRON ROD L.B. #6832
  - FOUND 1/2" CAPPED IRON ROD L.B. #6783
  - FOUND 1/2" CAPPED IRON ROD PSM #2892
  - FOUND 1/2" CAPPED IRON ROD PSM #2845
  - FOUND 1/2" CAPPED IRON ROD PSM #1748
  - FOUND 1/2" CAPPED IRON ROD L.B. #0340
  - FOUND ILLIGIBLE 1/2" CAPPED IRON ROD
  - FOUND PLAN 1" IRON PIPE
  - SET 4"x4" CONCRETE MONUMENT L.B. #7919
- PSM - PROFESSIONAL SURVEYOR AND MAPPER  
L.B. - LICENSED BUSINESS  
R/W - RIGHT-OF-WAY  
P - PILE  
D - DEED  
F - FIELD

ADDRESS: 800 EAST STRONG STREET  
REQUESTED BY: GREG STACK

TYPE: BOUNDARY SURVEY  
SECTION 22, TOWNSHIP 2 - SOUTH, RANGE 30 - WEST, ESCAMBIA COUNTY  
SCALE: 1"=50'  
DATE: 07/13/17

NO.	DATE	REVISIONS	RECORDED SURVEYOR'S NOTES - SP2	APPROVED BY:
1	07/10/17			

**SURVEYOR'S CERTIFICATE**

I, HERBERT GENTRY, THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, AND I AM A LICENSED SURVEYOR IN ACCORDANCE WITH FS 471.022, PARAGRAPH 1 TO SECTION 472.027, FLORIDA STATUTES.

NOT VALID WITHOUT THE ORIGINAL SIGNED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**K&M**  
Land Planning, LLC.  
Herbert Gentry, Surveyor and Mapper  
Professional No. 2500  
Phone No. 904-350-438-1187

RECORDING NUMBER: 17-17146





PLANNING SERVICES

THE UPSIDE *of* FLORIDA

## MINUTES OF THE PLANNING BOARD

July 11, 2017

**MEMBERS PRESENT:** Paul Ritz-Chairman, Danny Grundhoefer, Jared Moore, Kyle Owens, Kurt Larson

**MEMBERS ABSENT:** Nina Campbell, Nathan Monk

**STAFF PRESENT:** Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner,

**OTHERS PRESENT:** Soumya Chakrabarti, Kamal Hossain, Greg Stack, Diane Mack, Mick Novota, Annie M. Davis, Christian Wagley

### AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from June 13, 2017
- New Business:
  1. Request for Site Plan Approval for 4771 North 9th Avenue (North 9th Avenue Corridor Management Overlay District)
  2. Request for Minor Subdivision Plat Approval for Cottages at Eighth Subdivision (Preliminary and Final Plat Approval)
  3. Request for Final Plat Approval for River Birch Subdivision
  4. Consider Rezoning and FLUM Amendment for 109 N. A Street
- Open Forum
- Adjournment

### Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:03 pm with a quorum present. He gave instructions to the audience on the rules and procedures of the Board.

### Approval of Meeting Minutes

Mr. Larson made a motion to approve the June 13, 2017 minutes, seconded by Mr. Moore, and it carried unanimously.

### Request for Site Plan Approval for 4771 North 9th Avenue (North 9th Avenue Corridor Management Overlay District)

This application is being received in response to the recent amendments to the North 9th Avenue Corridor Management Plan which require Board approval. The proposed improvements include a new 5,000 sf retail/office building with required parking as well as site modifications to the existing "Food Mart" convenience store and gas station. Since the existing site is being modified, FDOT has required adherence with their access management standards.

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

The large expanse of concrete which currently provides direct access to North 9th Avenue will be reduced to two directional driveways with the sole full-access driveway connection relocated to the side street (Springdale Circle). A landscaping plan has also been included within the submittal package. Although these plans were originally developed prior to the LDC Amendment, the plan does not meet the intent of the ordinance. The applicant allowed their building permit to expire, so they were required to conform to the present code.

Chairman Ritz asked about the access to Code changes, and Ms. Deese stated the LDC online actually goes through a codification process through Municode and their attorneys before being published online. However, access is available through the Municode website or the City of Pensacola's Code of Ordinances website where a listing is available for ordinances adopted but not yet codified.

Mr. Chakrabarti explained the project was initiated before the current ordinance was put in place, then they were caught up with FDOT for driveway permitting. The biggest challenge was fuel trucks being able to safely enter and exit the site. FDOT allowed a 16' right-in and a 16' right-out, and the City allowed full access on the side street. After being advised of the new ordinance, they prepared the building based on what they felt was best suited for the area. He explained the truck access was because FDOT requires cross access when the adjacent property is with the same owner (Exxon Station). He stated there was only one exit on 9<sup>th</sup> Avenue and right-in and right-out on Springdale.

Mr. Grundhoefer discussed the span of concrete in the parking lot, since the goal of the ordinance was to bring in landscaping and buffers for parking spaces. Ms. Deese advised there were two different sections where landscaping would be addressed - in the regular landscaping and tree section and North 9<sup>th</sup> Avenue District. Chairman Ritz advised one of the purposes of the overlay district was to try and guide development along 9<sup>th</sup> Avenue to create a more pedestrian-oriented approach. However, the large expanse of asphalt was accommodating the adjacent property. Mr. Chakrabarti clarified if the property sold, the cross access easement would stay. Mr. Chakrabarti advised the original driveway was closer to the intersection which Engineering had approved. Ms. Deese pointed out the plans had not been approved by Engineering or Inspections as that would be completed during permitting. Mr. Grundhoefer suggested extending the awning for more coverage. Mr. Chakrabarti advised they could also increase the landscaping and possibly reduce the asphalt which would also reduce the cost to the owner.

Ms. Mack appreciated the discussion on the asphalt and asked that the Board not approve the project until they see the changes discussed. She observed fuel trucks and delivery trucks, and it was unfortunate that this corner lot was rezoned to RNC. The applicant cannot be required to place parking in the rear due to FDOT requirements. She also reminded the Board that economics and the quality of the development are related and provided pictures of neighboring commercial development. She mentioned there was a section in the LDC which reduces the parking requirements based on enhanced landscaping.

Chairman Ritz pointed out 18 parking spaces illustrated on the project, with 17 required by Code. He was concerned with the application dealing with the convenience store with the sign moved and the canopy extended, and those details were not presented. Regarding the aesthetics of the strip mall, it did not have much to differentiate it from any other area in Pensacola. Mr. Grundhoefer felt it had no beauty and appreciated the residential examples provided by Ms. Mack. He stressed the goal throughout the city was to promote projects which would make the city more attractive.

Chairman Ritz advised in addressing the design, the Board could submit ideas and suggestions for a more appropriately styled building. He suggested windows or storefronts which do not extend to the sidewalk. The character of those buildings with some delineation or windows and doors at different heights, separation between door members and windows, along with a change in the exterior finish would encompass his suggestions. Mr. Grundhoefer stated if the exterior had brick or precast, it could withstand some of the elements in Pensacola and might not require as much maintenance. He offered that the designers could come up with something more attractive to make it fit with the neighborhood.

Mr. Chakrabarti stated most of the building examples illustrated were residential converted to commercial, and his project was proposing modern-day design.

Regarding the storefront, they could introduce a knee-wall in front and also meet the landscaping requirements. Chairman Ritz stated in considering successful projects, the insurance office on Cervantes near 14<sup>th</sup> was recent construction which had more character.

He pointed out this project was not in a historic district where the Board was trying to maintain a certain period, but a designer could develop a different approach with a residential feel. Mr. Grundhoefer explained to the applicant how to reconfigure the parking orientation. Ms. Deese pointed out that Ms. Mack had referred to the reduction of parking spaces when providing landscaping; the Code provides for a variety of relief from parking possibly a bike rack, compact cars or landscaping as options. **Mr. Moore made a motion to deny and wanted to see the project come back with suggestions considered, and Mr. Larson seconded.** Chairman Ritz stated the minutes would reflect the suggestions of a knee-wall, and a change in texture or texture finish. He stressed the Board was not trying to prevent development and was sensitive to jobs it would create, but the Board was trying to guide development in this district utilizing the regulations of the LDC. Mr. Grundhoefer offered his services to guide the applicant, and Ms. Deese stated if he was willing to devote his time to this project, it would be appropriate as long as it did not include other Board members. **The motion then carried unanimously.**

#### **Request for Minor Subdivision Plat Approval for Cottages at Eighth Subdivision (Preliminary and Final Plat Approval)**

Gregory Stack has submitted a request for Minor Subdivision approval for "Cottages at Eighth"; this request includes both the Preliminary Plat and the Final Plat for the development. The proposed townhouse development, identified as 800 E. Strong Street, is a 0.2525-acre parcel on the northeast corner of the intersection of E. Strong Street and North 8th Avenue. The single family residence which was located on the site has been demolished to accommodate this development. The proposed subdivision consists of 4 lots which measure 34 feet in width. This development is located within the R-1A zoning district. Front yard averaging was applied and resulted in a reduction to the front and corner side yard setbacks. Both the Preliminary Plat and Final Plat were routed thru the various City departments and outside agencies for review and comments. Ms. Deese advised the only comment of any substance was from Engineering concerning drainage.

Chairman Ritz was familiar with the area and suggested the project was in line with existing development and had no objections to the preliminary or final plat. Mr. Grundhoefer confirmed the Board was not reviewing for aesthetics. Mr. Moore asked if the Engineering comment needed to be addressed, and Ms. Deese explained the Board was approving contingent on the comments received; the applicant has indicated they will meet the requirements and will have to do so in order to obtain a building permit. Mr. Grundhoefer explained the project was being developed behind the fire station and was consistent with the structures in the area.

Mr. Stack suggested the project would be a major improvement for that area. The building would be constructed with hardie board siding with a metal roof or architectural shingled roof. The columns would be wrapped, similar to single family homes on LaRua located by the railroad tracks. He explained they wanted to keep as much green as possible by constructing paver track driveways up to the garages. Currently, the garages are pushed to the back to provide additional parking; Chairman Ritz appreciated the garages pushed to the rear to allow for pedestrian traffic.

**Mr. Larson made a motion to approve based upon compliance with drainage and utilities, seconded by Mr. Grundhoefer, and it carried unanimously.**

#### **Request for Final Plat Approval for River Birch Subdivision**

John and Connie Bowman, Our Family Property LLC, have submitted a request for Final Plat approval for "River Birch" subdivision. The proposed development, identified as the 7100 blk of Spanish Trail, is a 3.93-acre parcel located on the east side of Spanish Trail, and is immediately adjacent to the north of Gull Point Community Center. The site is currently vacant.

The Preliminary Plat was granted approval by this Board in May 2017. The proposed Final Plat is fairly consistent with the approved Preliminary Plat, with the exception of the location of the stormwater facilities. The current iteration has a 15' wide stormwater easement located along the perimeter of the parent parcel with a much wider area located in the southeast portion of the parent parcel. This residential development is located within the R-1AA zoning district. Per the application, the proposed subdivision consists of 4 lots, three new residential lots and the remainder of the parent parcel.

The Final Plat has been routed thru the various City departments and outside agencies for review and comments.

Mr. Rebol stated the stormwater has been relocated to the parent parcel; the Bowmans are building their own home on the rear lot. **Mr. Larson explained the applicant had addressed all the Board's issues and made a motion to approve, seconded by Mr. Moore. The motion then carried unanimously.**

#### **Consider Rezoning and FLUM Amendment for 109 N. A Street**

Novota Properties, LLC is requesting to rezone the property located at 109 N. A Street from Residential/Office (R-2) to Commercial (C-2). This request also requires a Future Land Use Map Amendment from Office (O) to Commercial (C). This parcel is across the street from C-2A zoned property. The proposed Future Land Use Amendment from Office to Commercial will allow the applicant to request a Commercial (C-2) zoning designation, since C-2A is a specific zoning not appropriate for this parcel. The applicant has indicated the reason for the rezoning request is to match adjacent property on the east side of N. A Street.

Ms. Deese indicated several calls and a letter had been received opposing this request. To clarify, Chairman Ritz advised that spot zoning is not allowed by State of Florida law, so there has to be a rationale to change zoning. Mr. Larson asked the difference between C-1 and C-2. Ms. Deese advised C-1 is the least intensive of commercial districts and lies next to residential/commercial neighborhoods; C-2 has more intensive uses. Everything permitted in C-1 and below is permitted in C-2.

Mr. Novota stated the request was due to a residential home across the street being in C-2. He emphasized they wanted to make their property zoned for what it looks like since it has never been a residence. He had spoken with the person who wrote the letter, and her concern was the traffic. He indicated he bought the property for a family hobby shop and wanted the building to be reflective of that use. He informed one of the neighbors the intent was not to widen A Street. He also stated the lady who wrote the letter was not familiar with the building, and no longer had any issues.

Mr. Grundhoefer indicated he was in favor of granting the previous barber shop request, but he was concerned with the uses in a commercial district; a dentist, doctor or barber shop are compatible but not heavy retail.

Ms. Davis, who lives at 819 W. Gregory, stated the street corner holds water and does not drain and is a mosquito issue. Chairman Ritz clarified that although they hear her concern, this Board does not handle those issues. He did advise her to state her issue in the Open Forum portion of the meeting.

After returning to the agenda item, Ms. Deese advised RNC would be the zone between R-2 and C-1, however, there are future land use categories. In order to request one of the zoning listings under that category, you would have to be adjacent or contiguous. In looking at the map, the only options that could be offered to Mr. Novota was the office, the residential or the commercial, since there wasn't an RNC designation; this would be spot zoning which is illegal. She explained that C-2 was chosen by the applicant since it fit the best with what is adjacent to it. However, the Future Land Use request within this request would accommodate C-1. As requested, Ms. Deese read the uses from the ordinance for C-1. Mr. Grundhoefer observed that even though they did not fit, service stations were permitted in RNC. Chairman Ritz stated after having driven the area, his opinion was to suggest C-1 as a viable alternative; with the size of the parcel, C-1 would allow sufficient variation of use.

Mr. Grundhoefer noted there was no outpouring of complaints on the request. At this point, Mr. Novota advised he was satisfied with C-1 zoning.

**Mr. Larson made a motion to approve for C-1, seconded by Mr. Owens.** Mr. Larson stated C-1 was least intensive and a mix between residential and commercial. **The motion then carried unanimously.** Ms. Deese advised the applicant the project would proceed to City Council.

**Open Forum** – Annie Davis wanted to address the water on C and Gregory Streets. The erosion from the City's right-of-way is a problem. Ms. Deese offered to direct Ms. Davis to the appropriate department for solutions.

Mr. Grundhoefer asked the reason for pulling the Girard item from the agenda. Ms. Deese advised they had found some issues that would be addressed through the platting process, but no revisions had been received at this time.

Chairman Ritz confirmed that Board members were given the option for reappointment, and this meeting closes the term. Ms. Deese advised each Board member had indicated the desire to serve, and reappointments were scheduled for the July 13th Council meeting.

Ms. Deese explained Mr. Larson had inquired about the communication tower at Strong and A Streets. Planning Board's recommendation was upheld through the City Council's final approval. The applicant has added the fencing, trees and stealth technology as required. The form of stealth technology applied was painting (least desirable) which was listed in the Code as an option. In discussion with Mr. Weeks, the only way to help the situation in the future was to be more specific in the motion. The trees were also an issue since the number or size of trees was not specified.

**Adjournment** – With no further business, Chairman Ritz adjourned the meeting at 3:42 pm.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Brandi C. Deese', with a long horizontal flourish extending to the right.

Brandi C. Deese  
Secretary to the Board

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 **Brittini Pendington**, 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

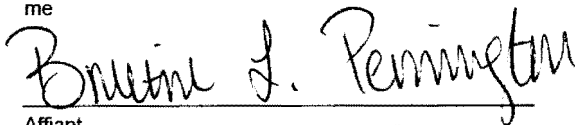
**NOTICE OF QUASI JUDICIAL**

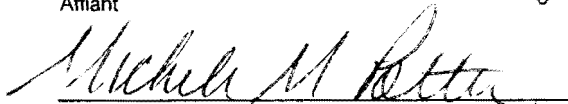
as published in said newspaper in the issue(s) of:

**07/31/17**

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 31th of August 2017, by Brittini Pendington who is personally known to me

  
Affiant



Michele M. Potter

Notary Public for the State of Florida

My Commission expires June 30, 2018

Publication Cost: \$149.70

Ad No: 0002302571

Customer No: PNJ-24384500

**NOTICE OF QUASI JUDICIAL HEARINGS AND PUBLIC HEARING**

On **Thursday, August 10, 2017** at 5:30 p.m. in the Council Chambers of City Hall, 222 West Main Street, the Pensacola City Council will conduct quasi-judicial hearings and public hearings to consider the following:

- QUASI JUDICIAL HEARING – Final Subdivision Plat – Cottages at Eighth
- QUASI JUDICIAL HEARING – Final Subdivision Plat – River Birch
- PUBLIC HEARING – Request for Future Land Use Map and Zoning Map Amendment – 109 North A Street.

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 hearing.

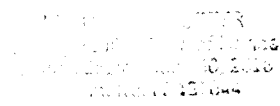
If any person decides to appeal any decision made with respect to any matter considered at this meeting, such person will need a record of the proceedings, and that for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence 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.2302571 1T July 31, 2017





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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File #: 17-00430

City Council

8/10/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - RIVER BIRCH

**RECOMMENDATION:**

That City Council conduct a quasi-judicial hearing on August 10, 2017 to consider approval of the final subdivision plat- River Birch.

**HEARING REQUIRED:** Quasi-Judicial

**SUMMARY:**

The City has received a request from John and Connie Bowman, Our Family Property, LLC, for approval of "River Birch" subdivision. The proposed subdivision is located in the R-1AA (One & Two Family Residential) zoning district, and will create 4 lots from the 3.93 acre parcel, which is located on the east side of Spanish Trail, north of Creighton Road and immediately adjacent to the Gull Point Community Center. The Final Plat has been reviewed by the applicable City Staff and utility providers for compliance with the City's subdivision requirements.

On July 11, 2017, the City's Planning Board unanimously recommended approval of the final plat.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

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7/18/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Sherry Morris, AICP, Planning Services Administrator

**ATTACHMENTS:**

- 1) Subdivision Plat Application, River Birch, dated May 18, 2017
- 2) Final Plat, River Birch, dated July 2017
- 3) Plat Boundary Survey, River Birch, dated May 18, 2016
- 4) July 11, 2017 Planning Board Minutes

**PRESENTATION:** Yes





**SUBDIVISION PLAT**

Please Check Application Type:

Minor Subdivision (< 4 lots)

Subdivision (> 4 lots)

Preliminary & Final Plat Submission  
Fee: \$2,000.00

Preliminary Plat Submission  
Fee: \$1,000.00 + \$25/lot

Final Plat Submission  
Fee: \$1,500.00 + \$25/lot

[Resubmittal: 1/2 the initial fee; Rescheduling to Planning Board / City Council: \$250.00]

Applicant Information

Name: Our Family Property, LLC  
Address: 6847 N. 9th Ave, STE A #181  
Pensacola, FL 32504  
Phone: (850)429-1951  
Fax: \_\_\_\_\_  
Email: Pensacola, FL 32504

Owner Information (if different from applicant)

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Property Information

Location/Address: 7100 Block Spanish Trail Pensacola, FL 32504

Subdivision Name: River Birch

# of Parcels to be Subdivided: 1 Parcel ID #(s): 09-1S-29-2001-000-002

# of Existing Lots: 1 #of Proposed Lots: 4 Total Acreage: 3.93

Legal Description: Please attach a full legal description from deed or survey

Type of Subdivision: X Residential\* \_\_\_\_\_ Non-Residential  
[\*If residential, see reverse for open space requirement]

Will a Variance from the Subdivision Regulations be requested for the project (Sec. 12-8-7)? YES  NO  
If yes, specify exact variance requested: \_\_\_\_\_

I, the undersigned applicant, understand that payment of these fees does not entitle me to approval of this plat and that no refund of these fees will be made. Also, I understand that any resubmissions based on non-compliance with City subdivision and/or development requirements will result in one-half (1/2) the initial application fee. I have reviewed a copy of the applicable zoning and subdivision requirements and understand that I must be present on the date of the Planning Board meeting.

John A. Brennan Owner & Deanna 05-18-2017  
Signature of Applicant Date  
(Owner of Property or Official Representative of Owner)

FOR OFFICE USE ONLY

Zone: \_\_\_\_\_ District: \_\_\_\_\_  
Date Received: \_\_\_\_\_ Case Number: \_\_\_\_\_  
Application Fee: \_\_\_\_\_ Receipt #: \_\_\_\_\_  
Open Space Requirement (acres or \$): \_\_\_\_\_ Receipt #: \_\_\_\_\_  
Planning Board Date: \_\_\_\_\_ Recommendation: \_\_\_\_\_  
Council Date: \_\_\_\_\_ Action: \_\_\_\_\_  
Recording Date: \_\_\_\_\_ Map Bk/Pg: \_\_\_\_\_

**\*Sec. 12-8-6. SITES FOR PUBLIC USE.**

**(B) Sites for park and recreation or open space.** Each subdivision plat shall be reviewed by the planning and leisure services departments in order to assess the following: park and recreational or open space needs for the recreation service area within which the subdivision is located and for the city as a whole; and characteristics of the land to be subdivided for its capability to fulfill park, recreation or open space needs. Based on this review the city staff shall recommend one of the following options:

**(1) Dedication of land for park, recreation or open space needs.** The subdivider(s) or owner(s) shall dedicate to the city for park and recreation or open space purposes

at least five (5) percent of the gross area of the residential subdivision. In no case shall the aggregate acreage donated be less than one-quarter (1/4) acre.

**(2) Payment of money to an escrow account for park, recreation or open space needs in lieu of dedication of land.** The subdivider(s) or owner(s) shall pay unto the city such sum of money equal in value to five (5) percent of the gross area of the subdivision thereof, which sum shall be held in escrow and used by the city for the purpose of acquiring parks and developing playgrounds and shall be used for these purposes and no others. The aforementioned value shall be the value of the land subdivided without improvements and shall be determined jointly by the city manager and the subdivider. If the city manager and subdivider cannot agree on a land value, then the land value shall be established by arbitration. The city manager shall appoint a professional land appraiser, the subdivider shall appoint a professional land appraiser, and these two (2) shall appoint a third.

**\*Open Space Requirement (only applicable to residential subdivision)**

Sec. 12-8-6 requires (a) the dedication of 5% of the gross area for open space purposes, or (b) a fee in lieu of land dedication. Please calculate and check preferred method of meeting requirement:

(a) Total Land Area: 3.93 acres

5% for land dedication\*: .25 acres

[\*may not equal less than 1/4 acre]

(b) Value of land (Esc. Co. Tax Assessor) \$ 172,657

Fee in lieu of land dedication (5% of value) \$ 8,632.85

[Payable to the City of Pensacola; Due after plat approval, prior to receiving signatures]

**Sec. 12-8-3. Procedure for subdivision approval.**

**(A) Procedure for subdivision requiring a plat.**

**(1) Approval of preliminary plat by the planning board.**

(a) Any person desiring to divide land into three (3) or more lots shall first file with the planning board a preliminary plat of the subdivision prepared in accordance with the requirements of section 12-8-8.

(b) Accompanying the preliminary plat shall be a general location sketch map showing the relationship of the proposed subdivision to existing community facilities which serve or influence it. On such sketch map, the main traffic arteries, shopping centers, schools, parks, and playgrounds, principal places of employment and other principal features should be noted.

(c) Where the preliminary plat submitted covers only a part of the total contiguous property under the subdivider's ownership, a sketch of the prospective future street system of the unsubdivided part shall be required if not shown on a previously approved conceptual plan or plans for the entire property. The street system of the unplatted portion shall be planned to coordinate and connect with the street system of the platted portion.

(d) A master drainage plan at a scale not smaller than one inch equals two hundred (200) feet, shall be prepared. The master drainage plan shall be for the entire property and shall be reviewed by the city engineer in relation to the entire drainage basin. It is the specific intent of this requirement that rights-of-way and easements of all drainage improvements including but not limited to, retention ponds, ditches, culverts, channels, and the like required for the drainage of the site for both on-site and off-site improvements, shall be provided for the master drainage plan. Instruments shall be submitted fully executed in sufficient form for recording for all off-site drainage rights-of-way and easements not included on the final plat. These instruments shall be submitted with the final plat for recordation.

(e) Eleven (11) copies of the preliminary plat shall be submitted to The Community Development Department at least thirty (30) calendar days prior to the meeting at which it is to be considered.

(f) Prior to the examination of the preliminary plat, the planning board shall be furnished with reports from the city engineer, traffic engineer, energy services, Escambia County Utilities Authority, fire department, and the secretary to the planning board to the effect that said plat does or does not conform to the comprehensive plan, the provisions of this chapter, and with sound principles and practices of planning and engineering and with such other items that may affect the health, safety and welfare of the people.

(g) When, after examination, the planning board finds as fact that the aforementioned requirements have been met, the preliminary plat may be approved; however, such approval shall not constitute an approval of the final plat. If the preliminary plat is rejected, the planning board shall provide the applicant in writing a detailed list of reasons for rejection.

**(2) Approval of final plat by the planning board and city council.**

(a) The final plat shall conform substantially to the preliminary plat. The applicant shall submit only that portion of the approved preliminary plat which he proposes to record and develop. Such portion shall conform to all requirements of this chapter. Such final plat shall be submitted within one year (three hundred sixty-five (365) days) of the date of the approval of the preliminary plat. If more than one year has elapsed since the approval of the preliminary plat, the preliminary plat must be resubmitted to the planning board for their review and approval prior to submission of the final plat.

PREPARED BY



REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors

2301 N. Ninth Avenue, Suite 300  
Pensacola, Florida 32503  
Telephone 850.438.0400  
Fax 850.438.0448  
EB 00009657 LB7916

OWNER AND DEVELOPER

OUR FAMILY PROPERTY LLC  
6847 N 9TH AVE A181  
PENSACOLA, FL 32504

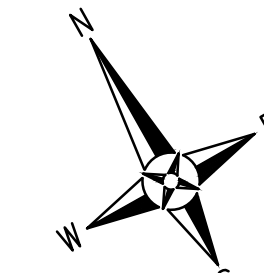
CIVIL ENGINEER  
PAUL A. BATTLE, P.E.

PROFESSIONAL SURVEYOR AND MAPPER  
MARK A. NORRIS, P.S.M.

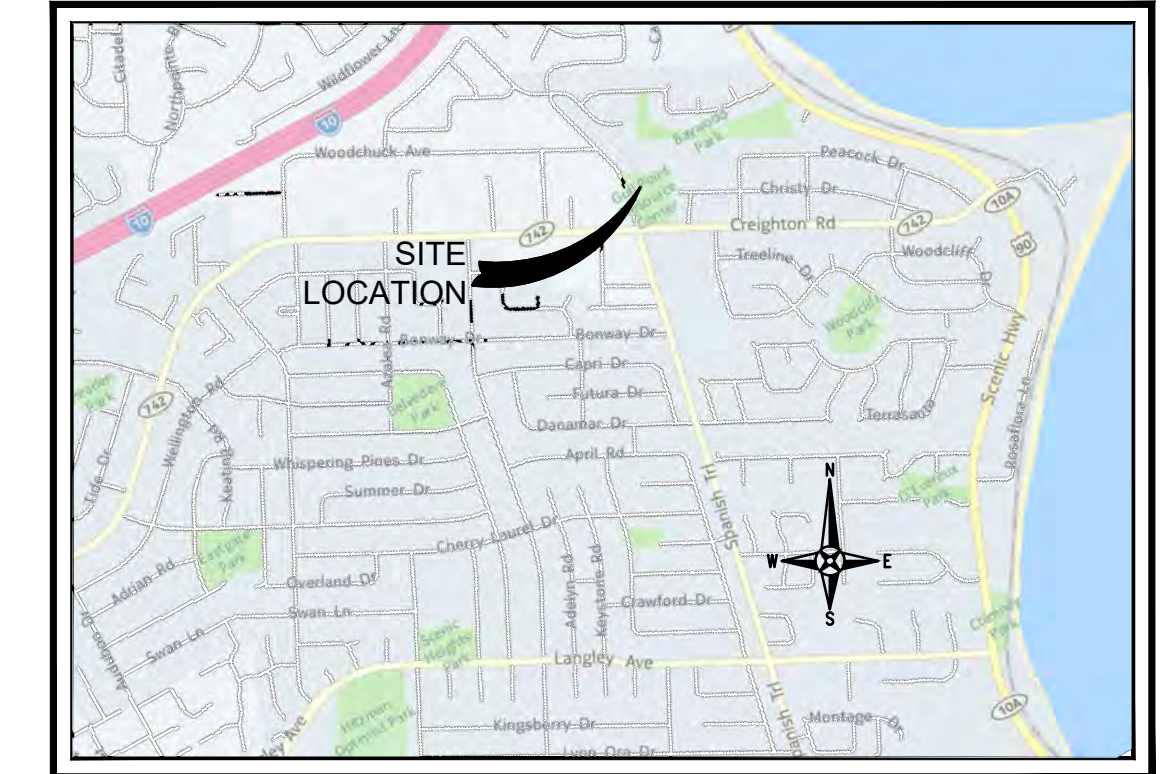
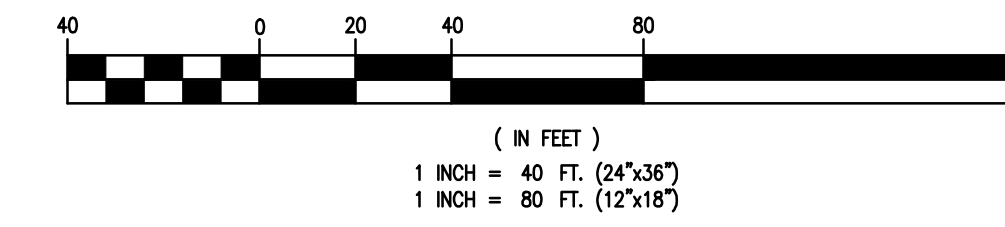
# FINAL PLAT OF RIVER BIRCH

## A RESIDENTIAL SUBDIVISION OF A PORTION OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 29 WEST CITY OF PENSACOLA ESCAMBIA COUNTY, FLORIDA

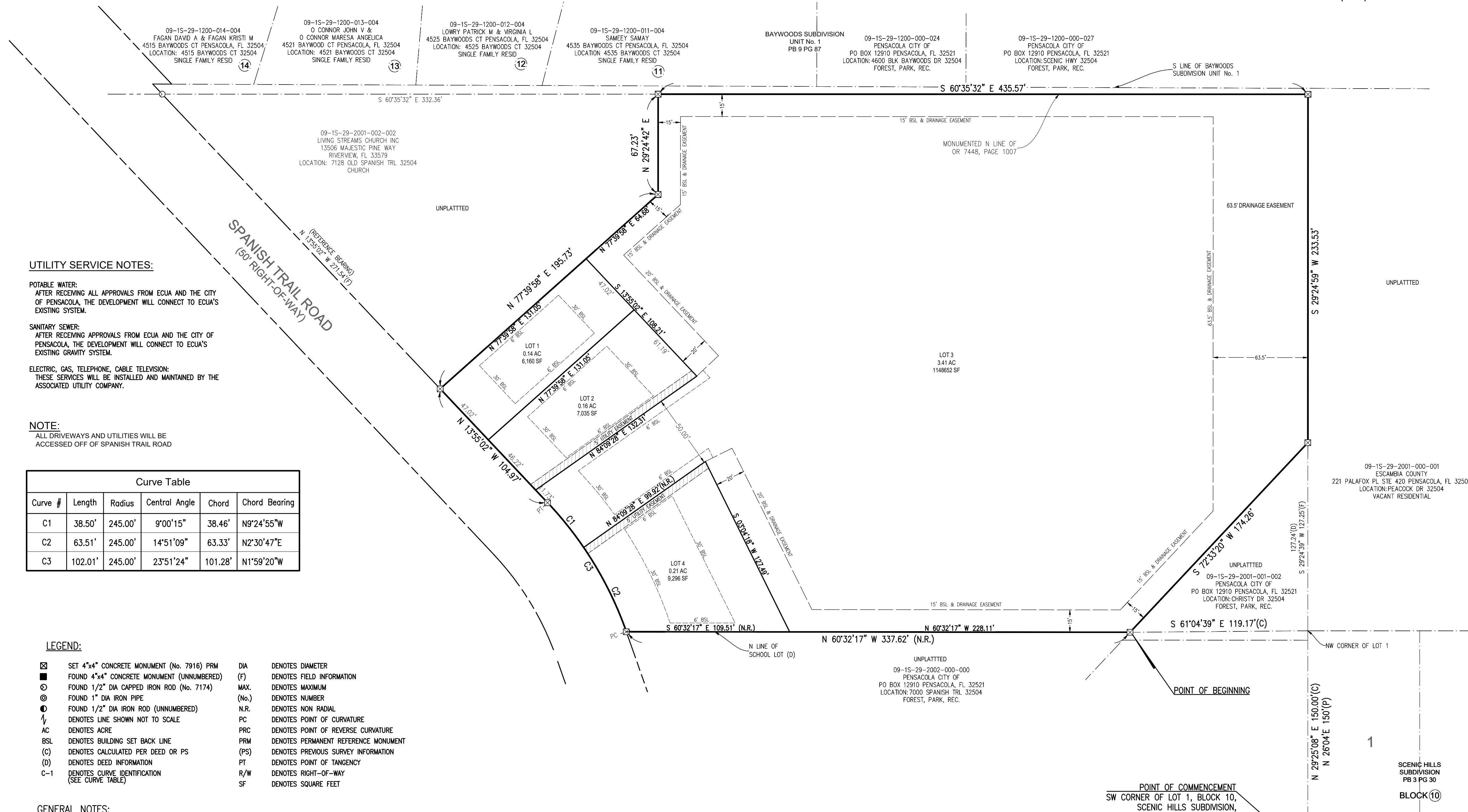
JULY 2017



HORIZONTAL SCALE



VICINITY MAP  
SCALE: 1" = 1000'



### UTILITY SERVICE NOTES:

**POTABLE WATER:**  
AFTER RECEIVING ALL APPROVALS FROM ECUA AND THE CITY OF PENSACOLA, THE DEVELOPMENT WILL CONNECT TO ECUA'S EXISTING SYSTEM.

**SANITARY SEWER:**  
AFTER RECEIVING APPROVALS FROM ECUA AND THE CITY OF PENSACOLA, THE DEVELOPMENT WILL CONNECT TO ECUA'S EXISTING GRAVITY SYSTEM.

**ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION:**  
THESE SERVICES WILL BE INSTALLED AND MAINTAINED BY THE ASSOCIATED UTILITY COMPANY.

### NOTE:

ALL DRIVEWAYS AND UTILITIES WILL BE ACCESSED OFF OF SPANISH TRAIL ROAD

Curve Table					
Curve #	Length	Radius	Central Angle	Chord	Chord Bearing
C1	38.50'	245.00'	9'00"15"	38.46'	N9'24'55"W
C2	63.51'	245.00'	14'51"09"	63.33'	N2'30'47"E
C3	102.01'	245.00'	23'51"24"	101.28'	N1'59'20"W

### LEGEND:

- SET 4"x4" CONCRETE MONUMENT (No. 7916) FRM DIA DENOTES DIAMETER
- FOUND 4"x4" CONCRETE MONUMENT (UNNUMBERED) (F) DENOTES FIELD INFORMATION
- FOUND 1/2" DIA CAPPED IRON ROD (No. 7174) MAX. DENOTES MAXIMUM
- FOUND 1" DIA IRON PIPE (No.) DENOTES NUMBER
- FOUND 1/2" DIA IRON ROD (UNNUMBERED) N.R. DENOTES NON RADIAL
- ⋈ DENOTES LINE SHOWN NOT TO SCALE PC DENOTES POINT OF CURVATURE
- AC DENOTES ACRE PRC DENOTES POINT OF REVERSE CURVATURE
- BSL DENOTES BUILDING SET BACK LINE PRM DENOTES PERMANENT REFERENCE MONUMENT
- (C) DENOTES CALCULATED PER DEED OR PS (PS) DENOTES PREVIOUS SURVEY INFORMATION
- (D) DENOTES DEED INFORMATION PT DENOTES POINT OF TANGENCY
- C-1 DENOTES CURVE IDENTIFICATION R/W DENOTES RIGHT-OF-WAY
- (SEE CURVE TABLE) SF DENOTES SQUARE FEET

### GENERAL NOTES:

- NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000) AND WERE DERIVED UTILIZING A GLOBAL POSITIONING SYSTEM (GPS) TOPCON HIPER II GEODETIC DUAL FREQUENCY RECEIVER. THE RECEIVER WAS UTILIZED IN A REAL-TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK; A PREVIOUS BOUNDARY SURVEY BY REBOL-BATTLE AND ASSOCIATES DATES 5/18/16; DEED AS RECORDED IN O.R. 7448, PG 1007, SCENIC HILLS SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 30 OF THE OFFICIAL RECORDS OF ESCAMBIA COUNTY, FLORIDA; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
- MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
- IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C03856, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
- GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
- ALL LOT CORNERS, PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS WILL BE PLACED IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTIONS 177.011 - 177.151.
- THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
- LOTS 2 AND 4, AS SHOWN HEREON, HAVE A 5.00' UTILITY EASEMENT FOR THE PURPOSE OF CONVEYING FUTURE UTILITIES TO LOT 3.
- LOT 3, AS SHOWN HEREON, HAS A 20.00' WIDE DRAINAGE EASEMENT TO THE WEST AND 15.00' WIDE DRAINAGE EASEMENT TO THE NORTH AND SOUTH FOR THE PURPOSE OF CONVEYING STORM WATER AND PROVIDED ACCESS TO A 63.5' WIDE DRAINAGE EASEMENT ALONG THE EAST SIDE OF RIVER BIRCH THAT WILL CONTAIN A STORM WATER RETENTION POND THAT WILL BE CONSTRUCTED PRIOR TO DEVELOPING LOT 3. PRIOR TO THE DEVELOPMENT OF LOT 3, STORMWATER RETENTION FACILITIES WILL BE CONSTRUCTED BEHIND LOTS 1, 2, AND 4 WITHIN THE 20.00' WIDE DRAINAGE EASEMENT PRIOR TO THE CONSTRUCTION OF SAID LOTS. THESE RETENTION FACILITIES WILL BE ABANDONED ONCE THE RETENTION FACILITY IS CONSTRUCTED WITHIN THE 63.5' WIDE DRAINAGE EASEMENT AT THE EAST SIDE OF RIVER BIRCH.
- DURING AND POST CONSTRUCTION LOT 3 SHALL MAINTAIN POSITIVE STORM WATER DRAINAGE ACROSS SAID LOT FOR LOTS 1, 2, AND 4 STORM WATER CONVEYANCE TO THE 63.5' WIDE DRAINAGE EASEMENT ALONG THE EAST SIDE OF RIVER BIRCH THAT WILL CONTAIN A STORM WATER RETENTION POND.

### SITE INFORMATION

PROPERTY ZONING: R-1AA  
 PROPERTY REFERENCE No's: 09-15-29-2001-000-002  
 PROPERTY AREA: 3.93± ACRES  
 FLOOD MAP: FLOOD ZONE "X", MAP 12033C03856 DATE 09-29-06  
 REQUIRED BUILDING SETBACKS R-1AA: FRONT YARD - 30 FT. SIDE YARD - 6 FT. REAR YARD - 30 FT.  
 MAX. DENSITY: 8.7 UNITS PER ACRE  
 MAX. BUILDING HEIGHT: 35 FT.  
 No. OF PROPOSED LOTS: 4

### DESCRIPTION:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 10, SCENIC HILLS SUBDIVISION, A SUBDIVISION OF A PORTION OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 3 AT PAGE 30, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 29°25'08" EAST ALONG THE WEST LINE OF SAID LOT 1 FOR A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE DEPARTING SAID SUBDIVISION PROCEED NORTH 61°04'39" WEST FOR A DISTANCE OF 119.17 FEET TO THE POINT OF BEGINNING; THENCE PROCEED NORTH 60°32'17" WEST ALONG SAID SCHOOL LOT FOR A DISTANCE OF 337.62 FEET TO A NON TANGENT POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE WEST, ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY (R/W) OF SPANISH TRAIL ROAD (R/W WIDTH VARIES), SAID CURVE HAVING A RADIUS OF 245.00 FEET; THENCE PROCEED NORTHWESTERLY ALONG SAID CURVED EASTERLY R/W LINE FOR AN ARC DISTANCE OF 102.01 FEET (DELTA ANGLE = 23°51'24", CHORD DISTANCE = 101.28 FEET, CHORD BEARING = NORTH 01°59'20" EAST) TO THE POINT OF TANGENCY; THENCE PROCEED NORTH 13°55'02" WEST ALONG SAID EASTERLY R/W FOR A DISTANCE OF 104.97 FEET; THENCE DEPARTING SAID EASTERLY R/W PROCEED NORTH 77°39'58" EAST FOR A DISTANCE OF 195.73 FEET; THENCE PROCEED NORTH 29°24'42" EAST FOR A DISTANCE OF 67.23 FEET; THENCE PROCEED SOUTH 60°35'32" EAST FOR A DISTANCE OF 435.57 FEET; THENCE PROCEED SOUTH 29°24'59" WEST FOR A DISTANCE OF 233.53 FEET; THENCE PROCEED SOUTH 72°33'20" WEST FOR A DISTANCE OF 174.26 FEET TO THE POINT OF BEGINNING.  
 LYING IN AND BEING A PORTION OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 3.93 ACRES MORE OR LESS.

### DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT CONNIE E. BOWMAN, AUTHORIZED AGENT, OUR FAMILY PROPERTY LLC, OWNERS OF THE LAND HEREIN DESCRIBED AND PLATTED HEREIN KNOWN AS RIVER BIRCH, HEREBY DEDICATE THE DRAINAGE AND UTILITY EASEMENTS TO THE DEVELOPER OR THEIR ASSIGNS, AND AUTHORIZE AND REQUEST THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

IN WITNESS WHEREOF, CONNIE E. BOWMAN, AUTHORIZED AGENT, OUR FAMILY PROPERTY LLC, A FLORIDA LIMITED LIABILITY COMPANY, QUALIFIED TO DO BUSINESS IN THE STATE OF FLORIDA HAS CAUSED THESE PRESENTS TO BE MADE AND SIGNED IN ITS NAME BY ITS AUTHORIZED AGENT.

WITNESSES	OWNER
SIGNATURE _____	CONNIE E. BOWMAN AUTHORIZED AGENT OUR FAMILY PROPERTY LLC.
PRINT _____	
SIGNATURE _____	
PRINT _____	

### STATE OF FLORIDA, COUNTY OF ESCAMBIA:

BEFORE THE SUBSCRIBER PERSONALLY APPEARED \_\_\_\_\_, KNOWN TO ME TO BE THE INDIVIDUALS DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH, THEY ARE PERSONALLY KNOWN TO ME AND THEY DID NOT TAKE AN OATH. GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

MY COMMISSION EXPIRES: \_\_\_\_\_  
 NOTARY PUBLIC, STATE OF FLORIDA MY COMMISSION NUMBER: \_\_\_\_\_

### CERTIFICATE OF COUNTY CLERK:

I, PAM CHILDERS, CLERK OF COURTS OF ESCAMBIA COUNTY, FLORIDA HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT CHAPTER 177 FLORIDA STATUTES AND THE SAME WAS RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2017 IN PLAT BOOK \_\_\_\_ AT PAGE \_\_\_\_ OF THE PUBLIC RECORDS OF SAID COUNTY.

PAM CHILDERS, CLERK OF COURTS  
ESCAMBIA COUNTY, FLORIDA SEAL

### CITY COUNCIL CERTIFICATE:

I, ERICKA L. BURNETT, CITY CLERK OF THE CITY OF PENSACOLA, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS PRESENTED TO THE CITY COUNCIL OF SAID CITY AT ITS MEETING HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2017, AND WAS APPROVED BY SAID COUNCIL.

ERICKA L. BURNETT  
CITY CLERK OF THE CITY OF PENSACOLA

### CITY OF PENSACOLA PROFESSIONAL SURVEYOR AND MAPPER STATEMENT:

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, BY THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER FOR THE CITY OF PENSACOLA.

DAVID D. GLAZE  
PROFESSIONAL SURVEYOR & MAPPER  
LICENSE NO. 5605

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

### SURVEYOR'S CERTIFICATE:

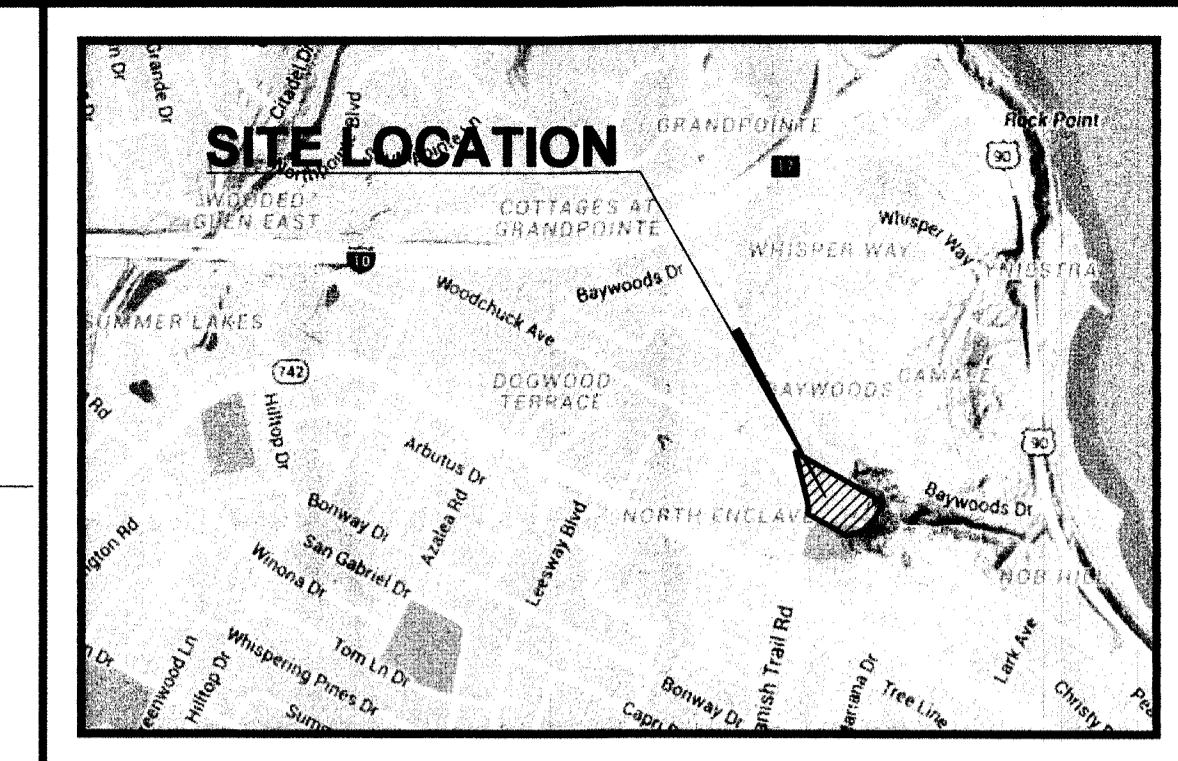
THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND DESCRIBED HEREIN, THAT SAID LAND HAS BEEN SUBDIVIDED AS INDICATED, THAT PERMANENT REFERENCE MONUMENTS (P.R.M.) HAVE BEEN PLACED AS INDICATED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF THE PLAT ACT CHAPTER 177.011-177.151 FLORIDA STATUTES, AND THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61617-6, FLORIDA ADMINISTRATION CODE, SIGNED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

MARK NORRIS, PSM  
PROFESSIONAL SURVEYOR & MAPPER  
LICENSE NO. 6211, LB 7916  
REBOL-BATTLE & ASSOCIATES, LLC.  
2301 N. 9TH AVENUE, SUITE 300  
PENSACOLA, FL 32503

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

RESTRICTIVE COVENANTS FILED IN OFFICIAL RECORDS BOOK \_\_\_\_ PAGE \_\_\_\_.

**BAYWOODS SUBDIVISION  
UNIT No. 1  
PB 9 PG 87**

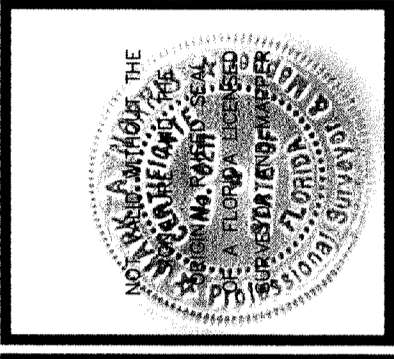


**RBA**  
**REBOL-BATTLE & ASSOCIATES**  
Civil Engineers and Surveyors  
2301 N. Ninth Avenue, Suite 300  
Pensacola, Florida 32503  
Telephone 850.438.0440 Fax 850.438.0448  
E5 00682616 157916

**VICINITY MAP  
NTS**

**DESCRIPTION:**

O.R. 7448 PAGE 1007 (PARENT TRACT)  
COMMENCING AT THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBA COUNTY, FLORIDA, THENCE SOUTH 13 DEGREES 18 MINUTES EAST, A DISTANCE OF 1906.2 FEET, THENCE SOUTH 64 DEGREES EAST, A DISTANCE OF 5268.1 FEET THENCE NORTH 26 DEGREES EAST, A DISTANCE OF 560.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 26 DEGREES EAST, A DISTANCE OF 360.19 FEET; THENCE NORTH 64 DEGREES WEST, A DISTANCE OF 804.35 FEET, MORE OR LESS, TO A COUNTY ROAD, THENCE SOUTH 15 DEGREES 50 MINUTES EAST, ALONG SAID ROAD, A DISTANCE OF 425.3 FEET; THENCE SOUTH 2 DEGREES 25 MINUTES EAST, ALONG SAID ROAD, A DISTANCE OF 49.2 FEET TO THE NORTH LINE OF THE SCHOOL LOT; THENCE SOUTH 64 DEGREES EAST, ALONG NORTH LINE OF SCHOOL LOT A DISTANCE OF 497.3 FEET TO THE POINT OF BEGINNING.  
LESS AND EXCEPT  
A TRIANGULAR PARCEL OF LAND LYING IN SECTION 9, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE SOUTH WEST CORNER OF LOT 1, BLOCK 10, SCENIC HILLS SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 30, OF THE RECORDS OF ESCAMBA COUNTY, FLORIDA; THENCE NORTHERLY ALONG THE WEST LOT LINE OF LOT 1, A DISTANCE OF 143.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LOT LINE OF LOT 1, A DISTANCE OF 6.34 FEET, TO A POINT BEING THE NORTHWEST CORNER OF LOT 1; THENCE CONTINUE ALONG THE EXTENSION OF THE WEST LOT LINE OF LOT 1, A DISTANCE OF 127.24 FEET TO A POINT; THENCE LEFT 136 DEGREES 55 MINUTES, A DISTANCE OF 182.90 FEET TO A POINT; THENCE LEFT 133 DEGREES 05 MINUTES, A DISTANCE OF 124.93 FEET TO THE POINT OF BEGINNING.  
LOT 1 (AS DESCRIBED BY REBOL-BATTLE AND ASSOCIATES)  
COMMENCE AT THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBA COUNTY, FLORIDA; THENCE PROCEED SOUTH 13°16' EAST FOR A DISTANCE OF 1906.2 FEET; THENCE PROCEED SOUTH 64° EAST FOR A DISTANCE OF 5268.1 FEET; THENCE PROCEED NORTH 26° EAST FOR A DISTANCE OF 560.87 FEET TO A POINT ON THE NORTH LINE OF THE SCHOOL LOT; THENCE PROCEED NORTH 60°32'17" WEST ALONG SAID SCHOOL LOT FOR A DISTANCE OF 119.17 FEET; THENCE CONTINUING LAST COURSE PROCEED NORTH 60°32'17" WEST ALONG SAID SCHOOL LOT FOR A DISTANCE OF 337.62 FEET TO A NON TANGENT POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE WEST, ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY (R/W) LINE OF SPANISH TRAIL ROAD (R/W WIDTH VARIES); SAID CURVE HAVING A RADIUS OF 245.00 FEET; THENCE PROCEED NORTHWESTERLY ALONG SAID CURVED EASTERLY R/W LINE FOR AN ARC DISTANCE OF 102.01 FEET (DELTA ANGLE = 2°35'24", CHORD DISTANCE = 101.28 FEET, CHORD BEARING = NORTH 01°59'20" WEST) TO THE POINT OF TANGENCY; THENCE PROCEED NORTH 13°55'02" WEST ALONG SAID EASTERLY R/W LINE FOR A DISTANCE OF 104.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING LAST COURSE PROCEED NORTH 13°55'02" WEST ALONG SAID EASTERLY R/W LINE FOR A DISTANCE OF 271.54 FEET; THENCE DEPARTING SAID EASTERLY R/W LINE PROCEED SOUTH 60°35'32" EAST FOR A DISTANCE OF 332.36 FEET; THENCE PROCEED SOUTH 29°24'42" WEST FOR A DISTANCE OF 67.23 FEET; THENCE PROCEED SOUTH 77°39'58" WEST FOR A DISTANCE OF 195.73 FEET TO THE POINT OF BEGINNING.  
LYING IN AND BEING A PORTION OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBA COUNTY, FLORIDA AND CONTAINING 0.87 ACRES MORE OR LESS.  
LOT 2 (AS DESCRIBED BY REBOL-BATTLE AND ASSOCIATES)  
COMMENCE AT THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBA COUNTY, FLORIDA; THENCE PROCEED SOUTH 13°16' EAST FOR A DISTANCE OF 1906.2 FEET; THENCE PROCEED SOUTH 64° EAST FOR A DISTANCE OF 5268.1 FEET; THENCE PROCEED NORTH 26° EAST FOR A DISTANCE OF 560.87 FEET TO A POINT ON THE NORTH LINE OF THE SCHOOL LOT; THENCE PROCEED NORTH 60°32'17" WEST ALONG SAID SCHOOL LOT FOR A DISTANCE OF 119.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING LAST COURSE PROCEED NORTH 60°32'17" WEST ALONG SAID SCHOOL LOT FOR A DISTANCE OF 337.62 FEET TO A NON TANGENT POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE WEST, ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY (R/W) LINE OF SPANISH TRAIL ROAD (R/W WIDTH VARIES); SAID CURVE HAVING A RADIUS OF 245.00 FEET; THENCE PROCEED NORTHWESTERLY ALONG SAID CURVED EASTERLY R/W LINE FOR AN ARC DISTANCE OF 102.01 FEET (DELTA ANGLE = 2°35'24", CHORD DISTANCE = 101.28 FEET, CHORD BEARING = NORTH 01°59'20" WEST) TO THE POINT OF TANGENCY; THENCE PROCEED NORTH 13°55'02" WEST ALONG SAID EASTERLY R/W LINE FOR A DISTANCE OF 104.97 FEET; THENCE DEPARTING SAID EASTERLY R/W LINE FOR A DISTANCE OF 104.97 FEET; THENCE DEPARTING SAID EASTERLY R/W LINE, PROCEED NORTH 77°39'58" EAST FOR A DISTANCE OF 195.73 FEET; THENCE PROCEED NORTH 29°24'42" EAST FOR A DISTANCE OF 67.23 FEET; THENCE PROCEED SOUTH 60°35'32" EAST FOR A DISTANCE OF 435.57 FEET; THENCE PROCEED SOUTH 29°24'59" WEST FOR A DISTANCE OF 233.53 FEET; THENCE PROCEED SOUTH 72°33'20" WEST FOR A DISTANCE OF 174.26 FEET TO THE POINT OF BEGINNING.  
LYING IN AND BEING A PORTION OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBA COUNTY, FLORIDA AND CONTAINING 3.93 ACRES MORE OR LESS.



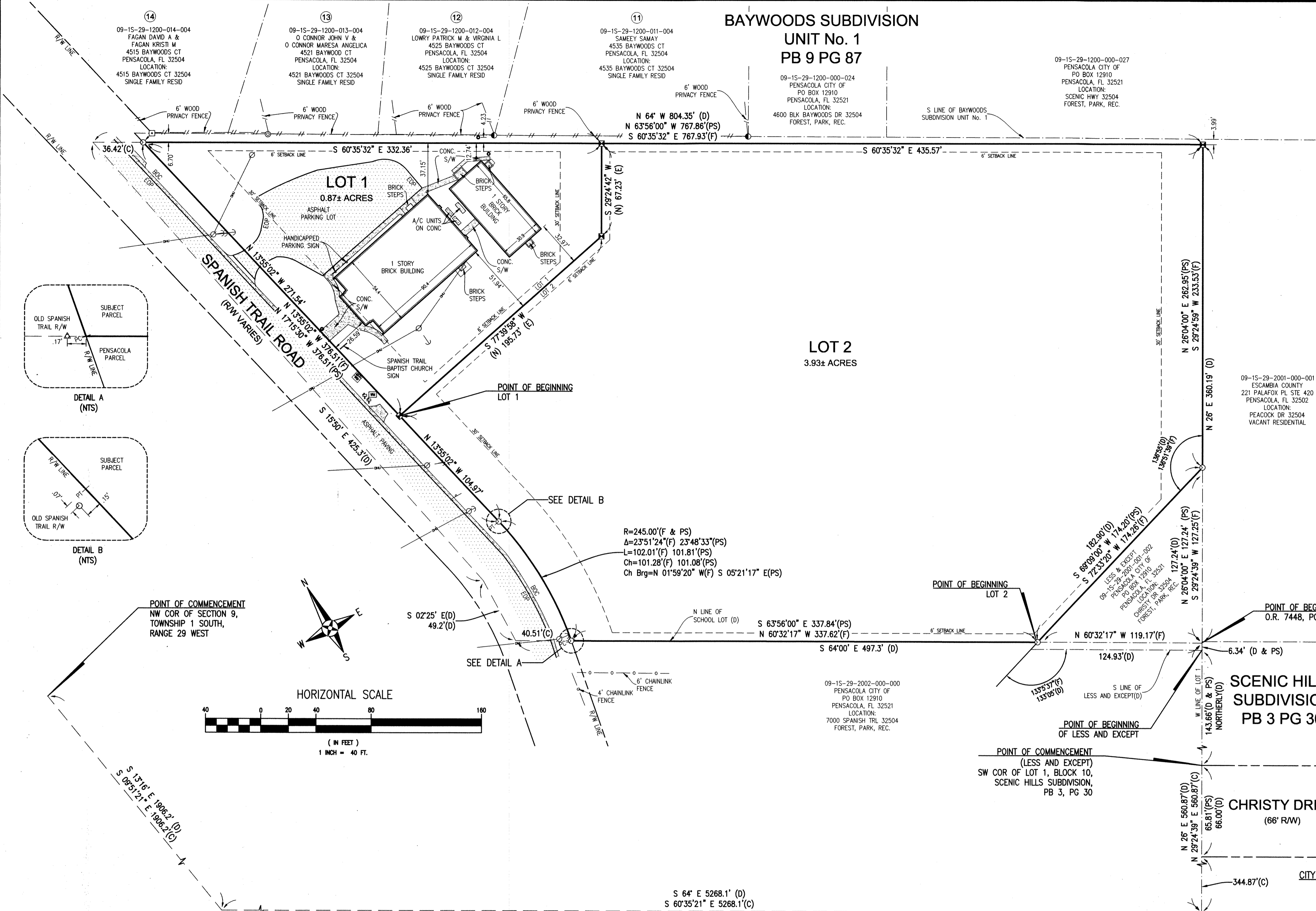
**SPANISH TRAIL  
BAPTIST CHURCH  
7128 SPANISH TRAIL**  
A PORTION OF  
SECTION 9 TOWNSHIP 1 SOUTH  
COUNTY: ESCAMBA  
RANGE: 29 WEST  
STATE: FLORIDA

NO.	DATE	APPR.	REVISION/ACTION TAKEN

PROJECT NO:	2016.059
DRAWN BY:	DFS
CHKD BY:	MAN
SCALE:	1" = 40'
F.B.:	16.06
P.G.:	64
DATE:	06/08/2016

**BOUNDARY SURVEY**  
PREPARED FOR: MR. BRAD BOWMAN  
REQUESTED BY: MR. BRAD BOWMAN  
DATE: 10/19/2016  
1 of 1

This drawing is the property of Rebol-Battle & Associates, and may not be reproduced without written permission.



**GENERAL NOTES:**  
1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000) AND WERE DERIVED UTILIZING A GLOBAL POSITIONING SYSTEM (GPS) TOPCON HIPER II GEODETIC DUAL FREQUENCY RECEIVER. THE RECEIVER WAS UTILIZED IN A REAL-TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK; A PREVIOUS SURVEY BY MERRILL PARKER SHAW, INC. JOB NO. 15-8100-S101, DATED 11/27/15; SCENIC HILLS SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 30 OF THE OFFICIAL RECORDS OF ESCAMBA COUNTY, FLORIDA; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.  
2. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.  
3. THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.  
4. VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON.  
5. IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C03856, EFFECTIVE DATE OF SEPTEMBER 29, 2006.  
6. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.  
7. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.  
8. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.

- LEGEND:**
- SET 4"x4" CONCRETE MONUMENT (No. 7916)
  - FOUND 1/2" DIA CAPPED IRON ROD (No. 7174)
  - FOUND 1" DIA IRON PIPE
  - FOUND 1/2" DIA IRON ROD (UNNUMBERED)
  - FOUND 4"x4" CONCRETE MONUMENT (UNNUMBERED)
  - DENOTES LINE SHOWN NOT TO SCALE
  - DENOTES WOOD UTILITY POLE
  - DENOTES SINGLE SUPPORT SIGN
  - DENOTES CHAIN LINK FENCE
  - DENOTES WOOD PANEL FENCE
  - DENOTES OVERHEAD UTILITIES
  - DENOTES WATER METER
  - DENOTES BACK FLOW PREVENTER
  - DENOTES GUY WIRE ANCHOR
  - DENOTES BOLLARD
  - DENOTES LOT NUMBER
  - A/C DENOTES AIR CONDITIONER
  - BOC DENOTES BACK OF CURB
  - (C) DENOTES CALCULATED PER DEED OR PS
  - CH BRG DENOTES CHORD BEARING
  - CH DENOTES CHORD LENGTH

- LEGEND:**
- DENOTES CONCRETE
  - DENOTES CORNER
  - (D) DENOTES DEED INFORMATION
  - A DENOTES DELTA ANGLE
  - DA DENOTES DIAMETER
  - EOP DENOTES EDGE OF PAVEMENT
  - F DENOTES FIELD INFORMATION
  - L DENOTES ARC LENGTH
  - N/A DENOTES NOT APPLICABLE
  - (No.) DENOTES NUMBER
  - NTS DENOTES NOT TO SCALE
  - O.R. DENOTES OFFICIAL RECORD BOOK
  - PB DENOTES PLAT BOOK
  - PG DENOTES PAGE
  - (PS) DENOTES PREVIOUS SURVEY INFORMATION
  - PC DENOTES POINT OF CURVATURE
  - PT DENOTES POINT OF TANGENCY
  - ± DENOTES PLUS OR MINUS
  - R DENOTES RADIUS
  - R/W DENOTES RIGHT-OF-WAY
  - S/W DENOTES SIDEWALK

**CITY OF PENSACOLA**  
CODE OF ORDINANCE  
TITLE XII, CHAPTER 12-2-7  
PARCEL#  
09-15-29-2001-000-002  
ZONING  
R1-44  
SET BACK:  
FRONT=30', SIDE=6' & REAR=30'

**SUBDIVISION INFORMATION**

OWNER	OUR FAMILY PROPERTY LLC 544 THIRD AVE GALLIPOLIS, OH 45631
DEVELOPER	OUR FAMILY PROPERTY LLC 544 THIRD AVE GALLIPOLIS, OH 45631
SURVEYOR	REBOL-BATTLE & ASSOCIATES 2301 N. 9TH AVENUE, SUITE 300 PENSACOLA, FLORIDA 32503 (850)-438-0400
DESIGNER	REBOL-BATTLE & ASSOCIATES 2301 N. 9TH AVENUE, SUITE 300 PENSACOLA, FLORIDA 32503 (850)-438-0400

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_  
APPROVED BY THE CITY OF PENSACOLA PLANNING SERVICES DEPARTMENT  
**CITY OF PENSACOLA PROFESSIONAL SURVEYOR & MAPPER:**  
SIGNED \_\_\_\_\_ DATE \_\_\_\_\_  
ROBIN L. WORKING P.S.M. No. 5878

**SURVEYOR'S CERTIFICATE:**  
I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.  
BY: Mark A. Morris DATE: 10/19/2016  
FLORIDA REGISTRATION No. 6211



PLANNING SERVICES

THE UPSIDE *of* FLORIDA

## MINUTES OF THE PLANNING BOARD

July 11, 2017

**MEMBERS PRESENT:** Paul Ritz-Chairman, Danny Grundhoefer, Jared Moore, Kyle Owens, Kurt Larson

**MEMBERS ABSENT:** Nina Campbell, Nathan Monk

**STAFF PRESENT:** Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner,

**OTHERS PRESENT:** Soumya Chakrabarti, Kamal Hossain, Greg Stack, Diane Mack, Mick Novota, Annie M. Davis, Christian Wagley

### AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from June 13, 2017
- New Business:
  1. Request for Site Plan Approval for 4771 North 9th Avenue (North 9th Avenue Corridor Management Overlay District)
  2. Request for Minor Subdivision Plat Approval for Cottages at Eighth Subdivision (Preliminary and Final Plat Approval)
  3. Request for Final Plat Approval for River Birch Subdivision
  4. Consider Rezoning and FLUM Amendment for 109 N. A Street
- Open Forum
- Adjournment

### Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:03 pm with a quorum present. He gave instructions to the audience on the rules and procedures of the Board.

### Approval of Meeting Minutes

Mr. Larson made a motion to approve the June 13, 2017 minutes, seconded by Mr. Moore, and it carried unanimously.

### Request for Site Plan Approval for 4771 North 9th Avenue (North 9th Avenue Corridor Management Overlay District)

This application is being received in response to the recent amendments to the North 9th Avenue Corridor Management Plan which require Board approval. The proposed improvements include a new 5,000 sf retail/office building with required parking as well as site modifications to the existing "Food Mart" convenience store and gas station. Since the existing site is being modified, FDOT has required adherence with their access management standards.

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

The large expanse of concrete which currently provides direct access to North 9th Avenue will be reduced to two directional driveways with the sole full-access driveway connection relocated to the side street (Springdale Circle). A landscaping plan has also been included within the submittal package. Although these plans were originally developed prior to the LDC Amendment, the plan does not meet the intent of the ordinance. The applicant allowed their building permit to expire, so they were required to conform to the present code.

Chairman Ritz asked about the access to Code changes, and Ms. Deese stated the LDC online actually goes through a codification process through Municode and their attorneys before being published online. However, access is available through the Municode website or the City of Pensacola's Code of Ordinances website where a listing is available for ordinances adopted but not yet codified.

Mr. Chakrabarti explained the project was initiated before the current ordinance was put in place, then they were caught up with FDOT for driveway permitting. The biggest challenge was fuel trucks being able to safely enter and exit the site. FDOT allowed a 16' right-in and a 16' right-out, and the City allowed full access on the side street. After being advised of the new ordinance, they prepared the building based on what they felt was best suited for the area. He explained the truck access was because FDOT requires cross access when the adjacent property is with the same owner (Exxon Station). He stated there was only one exit on 9<sup>th</sup> Avenue and right-in and right-out on Springdale.

Mr. Grundhoefer discussed the span of concrete in the parking lot, since the goal of the ordinance was to bring in landscaping and buffers for parking spaces. Ms. Deese advised there were two different sections where landscaping would be addressed - in the regular landscaping and tree section and North 9<sup>th</sup> Avenue District. Chairman Ritz advised one of the purposes of the overlay district was to try and guide development along 9<sup>th</sup> Avenue to create a more pedestrian-oriented approach. However, the large expanse of asphalt was accommodating the adjacent property. Mr. Chakrabarti clarified if the property sold, the cross access easement would stay. Mr. Chakrabarti advised the original driveway was closer to the intersection which Engineering had approved. Ms. Deese pointed out the plans had not been approved by Engineering or Inspections as that would be completed during permitting. Mr. Grundhoefer suggested extending the awning for more coverage. Mr. Chakrabarti advised they could also increase the landscaping and possibly reduce the asphalt which would also reduce the cost to the owner.

Ms. Mack appreciated the discussion on the asphalt and asked that the Board not approve the project until they see the changes discussed. She observed fuel trucks and delivery trucks, and it was unfortunate that this corner lot was rezoned to RNC. The applicant cannot be required to place parking in the rear due to FDOT requirements. She also reminded the Board that economics and the quality of the development are related and provided pictures of neighboring commercial development. She mentioned there was a section in the LDC which reduces the parking requirements based on enhanced landscaping.

Chairman Ritz pointed out 18 parking spaces illustrated on the project, with 17 required by Code. He was concerned with the application dealing with the convenience store with the sign moved and the canopy extended, and those details were not presented. Regarding the aesthetics of the strip mall, it did not have much to differentiate it from any other area in Pensacola. Mr. Grundhoefer felt it had no beauty and appreciated the residential examples provided by Ms. Mack. He stressed the goal throughout the city was to promote projects which would make the city more attractive.

Chairman Ritz advised in addressing the design, the Board could submit ideas and suggestions for a more appropriately styled building. He suggested windows or storefronts which do not extend to the sidewalk. The character of those buildings with some delineation or windows and doors at different heights, separation between door members and windows, along with a change in the exterior finish would encompass his suggestions. Mr. Grundhoefer stated if the exterior had brick or precast, it could withstand some of the elements in Pensacola and might not require as much maintenance. He offered that the designers could come up with something more attractive to make it fit with the neighborhood.

Mr. Chakrabarti stated most of the building examples illustrated were residential converted to commercial, and his project was proposing modern-day design.

Regarding the storefront, they could introduce a knee-wall in front and also meet the landscaping requirements. Chairman Ritz stated in considering successful projects, the insurance office on Cervantes near 14<sup>th</sup> was recent construction which had more character.

He pointed out this project was not in a historic district where the Board was trying to maintain a certain period, but a designer could develop a different approach with a residential feel. Mr. Grundhoefer explained to the applicant how to reconfigure the parking orientation. Ms. Deese pointed out that Ms. Mack had referred to the reduction of parking spaces when providing landscaping; the Code provides for a variety of relief from parking possibly a bike rack, compact cars or landscaping as options. **Mr. Moore made a motion to deny and wanted to see the project come back with suggestions considered, and Mr. Larson seconded.** Chairman Ritz stated the minutes would reflect the suggestions of a knee-wall, and a change in texture or texture finish. He stressed the Board was not trying to prevent development and was sensitive to jobs it would create, but the Board was trying to guide development in this district utilizing the regulations of the LDC. Mr. Grundhoefer offered his services to guide the applicant, and Ms. Deese stated if he was willing to devote his time to this project, it would be appropriate as long as it did not include other Board members. **The motion then carried unanimously.**

#### **Request for Minor Subdivision Plat Approval for Cottages at Eighth Subdivision (Preliminary and Final Plat Approval)**

Gregory Stack has submitted a request for Minor Subdivision approval for "Cottages at Eighth"; this request includes both the Preliminary Plat and the Final Plat for the development. The proposed townhouse development, identified as 800 E. Strong Street, is a 0.2525-acre parcel on the northeast corner of the intersection of E. Strong Street and North 8th Avenue. The single family residence which was located on the site has been demolished to accommodate this development. The proposed subdivision consists of 4 lots which measure 34 feet in width. This development is located within the R-1A zoning district. Front yard averaging was applied and resulted in a reduction to the front and corner side yard setbacks. Both the Preliminary Plat and Final Plat were routed thru the various City departments and outside agencies for review and comments. Ms. Deese advised the only comment of any substance was from Engineering concerning drainage.

Chairman Ritz was familiar with the area and suggested the project was in line with existing development and had no objections to the preliminary or final plat. Mr. Grundhoefer confirmed the Board was not reviewing for aesthetics. Mr. Moore asked if the Engineering comment needed to be addressed, and Ms. Deese explained the Board was approving contingent on the comments received; the applicant has indicated they will meet the requirements and will have to do so in order to obtain a building permit. Mr. Grundhoefer explained the project was being developed behind the fire station and was consistent with the structures in the area.

Mr. Stack suggested the project would be a major improvement for that area. The building would be constructed with hardie board siding with a metal roof or architectural shingled roof. The columns would be wrapped, similar to single family homes on LaRua located by the railroad tracks. He explained they wanted to keep as much green as possible by constructing paver track driveways up to the garages. Currently, the garages are pushed to the back to provide additional parking; Chairman Ritz appreciated the garages pushed to the rear to allow for pedestrian traffic.

**Mr. Larson made a motion to approve based upon compliance with drainage and utilities, seconded by Mr. Grundhoefer, and it carried unanimously.**

#### **Request for Final Plat Approval for River Birch Subdivision**

John and Connie Bowman, Our Family Property LLC, have submitted a request for Final Plat approval for "River Birch" subdivision. The proposed development, identified as the 7100 blk of Spanish Trail, is a 3.93-acre parcel located on the east side of Spanish Trail, and is immediately adjacent to the north of Gull Point Community Center. The site is currently vacant.

The Preliminary Plat was granted approval by this Board in May 2017. The proposed Final Plat is fairly consistent with the approved Preliminary Plat, with the exception of the location of the stormwater facilities. The current iteration has a 15' wide stormwater easement located along the perimeter of the parent parcel with a much wider area located in the southeast portion of the parent parcel. This residential development is located within the R-1AA zoning district. Per the application, the proposed subdivision consists of 4 lots, three new residential lots and the remainder of the parent parcel.

The Final Plat has been routed thru the various City departments and outside agencies for review and comments.

Mr. Rebol stated the stormwater has been relocated to the parent parcel; the Bowmans are building their own home on the rear lot. **Mr. Larson explained the applicant had addressed all the Board's issues and made a motion to approve, seconded by Mr. Moore. The motion then carried unanimously.**

#### **Consider Rezoning and FLUM Amendment for 109 N. A Street**

Novota Properties, LLC is requesting to rezone the property located at 109 N. A Street from Residential/Office (R-2) to Commercial (C-2). This request also requires a Future Land Use Map Amendment from Office (O) to Commercial (C). This parcel is across the street from C-2A zoned property. The proposed Future Land Use Amendment from Office to Commercial will allow the applicant to request a Commercial (C-2) zoning designation, since C-2A is a specific zoning not appropriate for this parcel. The applicant has indicated the reason for the rezoning request is to match adjacent property on the east side of N. A Street.

Ms. Deese indicated several calls and a letter had been received opposing this request. To clarify, Chairman Ritz advised that spot zoning is not allowed by State of Florida law, so there has to be a rationale to change zoning. Mr. Larson asked the difference between C-1 and C-2. Ms. Deese advised C-1 is the least intensive of commercial districts and lies next to residential/commercial neighborhoods; C-2 has more intensive uses. Everything permitted in C-1 and below is permitted in C-2.

Mr. Novota stated the request was due to a residential home across the street being in C-2. He emphasized they wanted to make their property zoned for what it looks like since it has never been a residence. He had spoken with the person who wrote the letter, and her concern was the traffic. He indicated he bought the property for a family hobby shop and wanted the building to be reflective of that use. He informed one of the neighbors the intent was not to widen A Street. He also stated the lady who wrote the letter was not familiar with the building, and no longer had any issues.

Mr. Grundhoefer indicated he was in favor of granting the previous barber shop request, but he was concerned with the uses in a commercial district; a dentist, doctor or barber shop are compatible but not heavy retail.

Ms. Davis, who lives at 819 W. Gregory, stated the street corner holds water and does not drain and is a mosquito issue. Chairman Ritz clarified that although they hear her concern, this Board does not handle those issues. He did advise her to state her issue in the Open Forum portion of the meeting.

After returning to the agenda item, Ms. Deese advised RNC would be the zone between R-2 and C-1, however, there are future land use categories. In order to request one of the zoning listings under that category, you would have to be adjacent or contiguous. In looking at the map, the only options that could be offered to Mr. Novota was the office, the residential or the commercial, since there wasn't an RNC designation; this would be spot zoning which is illegal. She explained that C-2 was chosen by the applicant since it fit the best with what is adjacent to it. However, the Future Land Use request within this request would accommodate C-1. As requested, Ms. Deese read the uses from the ordinance for C-1. Mr. Grundhoefer observed that even though they did not fit, service stations were permitted in RNC. Chairman Ritz stated after having driven the area, his opinion was to suggest C-1 as a viable alternative; with the size of the parcel, C-1 would allow sufficient variation of use.

Mr. Grundhoefer noted there was no outpouring of complaints on the request. At this point, Mr. Novota advised he was satisfied with C-1 zoning.



**Mr. Larson made a motion to approve for C-1, seconded by Mr. Owens.** Mr. Larson stated C-1 was least intensive and a mix between residential and commercial. **The motion then carried unanimously.** Ms. Deese advised the applicant the project would proceed to City Council.

**Open Forum** – Annie Davis wanted to address the water on C and Gregory Streets. The erosion from the City's right-of-way is a problem. Ms. Deese offered to direct Ms. Davis to the appropriate department for solutions.

Mr. Grundhoefer asked the reason for pulling the Girard item from the agenda. Ms. Deese advised they had found some issues that would be addressed through the platting process, but no revisions had been received at this time.

Chairman Ritz confirmed that Board members were given the option for reappointment, and this meeting closes the term. Ms. Deese advised each Board member had indicated the desire to serve, and reappointments were scheduled for the July 13th Council meeting.

Ms. Deese explained Mr. Larson had inquired about the communication tower at Strong and A Streets. Planning Board's recommendation was upheld through the City Council's final approval. The applicant has added the fencing, trees and stealth technology as required. The form of stealth technology applied was painting (least desirable) which was listed in the Code as an option. In discussion with Mr. Weeks, the only way to help the situation in the future was to be more specific in the motion. The trees were also an issue since the number or size of trees was not specified.

**Adjournment** – With no further business, Chairman Ritz adjourned the meeting at 3:42 pm.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Brandi C. Deese', with a long horizontal flourish extending to the right.

Brandi C. Deese  
Secretary to the Board

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 **Brittini Pendington**, 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

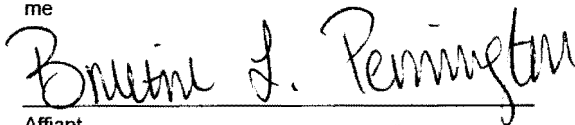
**NOTICE OF QUASI JUDICIAL**

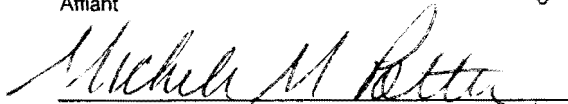
as published in said newspaper in the issue(s) of:

**07/31/17**

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 31th of August 2017, by Brittini Pendington who is personally known to me

  
Affiant



Michele M. Potter

Notary Public for the State of Florida

My Commission expires June 30, 2018

Publication Cost: \$149.70

Ad No: 0002302571

Customer No: PNJ-24384500

**NOTICE OF QUASI JUDICIAL HEARINGS AND PUBLIC HEARING**

On **Thursday, August 10, 2017** at 5:30 p.m. in the Council Chambers of City Hall, 222 West Main Street, the Pensacola City Council will conduct quasi-judicial hearings and public hearings to consider the following:

- QUASI JUDICIAL HEARING – Final Subdivision Plat – Cottages at Eighth
- QUASI JUDICIAL HEARING – Final Subdivision Plat – River Birch
- PUBLIC HEARING – Request for Future Land Use Map and Zoning Map Amendment – 109 North A Street.

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 hearing.

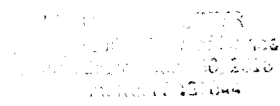
If any person decides to appeal any decision made with respect to any matter considered at this meeting, such person will need a record of the proceedings, and that for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence 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.2302571 1T July 31, 2017





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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File #: 35-17

City Council

8/10/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Member Sherri F. Myers

**SUBJECT:**

PROPOSED ORDINANCE NO. 35-17 - EQUITABLE DISTRIBUTION OF LOCAL OPTION SALES TAX REVENUES (MYERS)

**RECOMMENDATION:**

That City Council approve proposed Ordinance No. 35-17 on first reading:

AN ORDINANCE AMENDING SECTION 3-1 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, FINANCE AND TAXATION - GENERAL PROVISIONS; CREATING SECTION 3-1-14 TO PROVIDE EQUITABLE DISTRIBUTION OF LOCAL OPTION SALES TAX REVENUES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

In November of 2014, by referendum, the Local Option Sales Tax (LOST IV) was extended. It is anticipated that within the LOST IV funding cycle, the City will receive an estimated \$87,000,000; within the proposed LOST IV Funding Plan, the Mayor's office has proposed the spending of \$87,000,000.

In an effort to promote the health, safety and welfare of all city residents and to ensure that each City Council District and its citizens are treated in an equitable manner, the proposed ordinance provides that each year's fair share allocation of LOST revenues shall be divided equally among each of the seven City Council Districts. This will provide a fair, efficient and transparent use of LOST IV revenues while providing for Council oversight for the expenditure of the revenues in each of the respective districts.

**PRIOR ACTION:**

November 2014 - Referendum extending the Local Option Sales Tax (LOST IV)

**FUNDING:**

Budget: \$87,000,000 (anticipated over LOST IV period)

Actual            \$87,000,000 (divided equitably between the districts)

**FINANCIAL IMPACT:**

All funds received via LOST revenues would be equitably divided between the districts.

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 35-17

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 35-17

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 3-1 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, FINANCE AND TAXATION – GENERAL PROVISIONS; CREATING SECTION 3-1-14 TO PROVIDE EQUITABLE DISTRIBUTION OF LOCAL OPTION SALES TAX REVENUES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 3-1-14 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Sec. 3-1-14 – Equitable Distribution of Local Option Sales Tax Revenues

1. Statement of Purpose and Legislative Intent. To best promote the health, safety and welfare of all city residents and to ensure that each City Council District and its citizens are treated in an equitable manner, the City Council finds that each year's fair share allocation of Local Option Sales Tax (LOST) Revenues shall be divided equally among each of the City Council Districts.

2. Implementation. This ordinance shall take effect in conjunction with the receipt of LOST Revenues for Fiscal Year 2018 and remain in effect until the City Council repeals or amends it.

3. City Council District LOST Revenues Trust Fund. Upon the City's receipt of each year's allocation of LOST Revenues, all LOST Revenues shall be divided equally among the City Council Districts and placed in separate interest-bearing Trust Funds except as provided herein.

4. Citizens' LOST Commission. There shall be a Citizens' LOST Commission to advise the City Council and its Members on the expenditure of LOST Revenues. Each City Council Member shall make one direct appointment of a qualified elector of their City Council District to the commission who shall serve at the pleasure of their appointing City Council Member.

5. Expenditure of City Council District LOST Revenues. After consultation with the qualified electors of each City Council District during a publically noticed meeting held in their City Council District, each City Council Member may propose the expenditure of LOST Revenues in their City Council District's LOST Revenue Trust Fund for fixed capital improvement infrastructure projects to include but not be limited to Transportation & Drainage Improvements, Recreation & Neighborhood Improvements and Public Facilities Infrastructure Improvements. By unanimous approval of the full membership of the City Council, the LOST Revenues of two or more City

Council Districts may be combined in support of a single project that benefits two or more City Council Districts. City Council approval of the projects shall not require the adoption of an ordinance or resolution except if required by state law.

6. Neighborhood Improvement Grants. Each City Council Member may allocate up to five percent of each year's allocation of City Council District LOST Revenues to neighborhood improvement grants in their City Council District. Acting in a ministerial capacity, the Council President shall certify that the request complies with the City Council's policies for such grants.

7. Limitations Upon Expenditure of LOST Revenues. LOST Revenues shall not be expended in support of the purchase of Capital Equipment that shall be purchased as a regular part of each administrative department's budget during the regular annual budget process; for Economic Development; for Community Services; for Debt Service or for Unallocated. LOST Revenues shall not be expended in support of enterprise operations or special revenue funds.

8. Expenditure of LOST IV Revenues Prior to Adoption of Ordinance. All LOST IV Revenues allocated for projects given final approval prior to adoption of this ordinance and funded using borrowed monies shall be deducted first from the annual share of the City Council District LOST Revenues where the project is currently located. The annual cost to replace the Pensacola Police Department's 800 MHz Radio System shall be reflected in the department's regular budget.

SECTION 2. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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File #: 17-00449

City Council

8/10/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Brian Spencer

**SUBJECT:**

AMENDMENT TO LAND DEVELOPMENT CODE SECTION 12-2-21 (PALAFOX HISTORIC BUSINESS DISTRICT) (SPENCER)

**RECOMMENDATION:**

That City Council refer to the Planning Board for review and recommendation amendments to the Land Development Code Section 12-2-21 (Palafox Historic Business District)

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Currently, Land Development Code Section 12-2-21 (Palafox Historic Business District) does not specifically address the issue of internal illumination.

Recently, on two separate occasions, the Architectural Review Board (ARB) has interpreted the Code to authorize the denial of internally illuminated signs within the Palafox Historic Business District. On appeal, the City Council has reversed the ARB on this issue, speaking to the lack of direction or specific prohibition within the Code.

This is a request for review and recommendation from the Planning Board, with proposed amendment language included, in order to address these issues.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Proposed amendments Section 12-2-21

**PRESENTATION:** No



Sec. 12-2-21. - Palafox historic business district.

- (A) *Purpose.* The Palafox historic business district is established to preserve the existing development pattern and distinctive architectural character of the historic downtown commercial district. The regulations are intended to preserve, through the restoration of existing buildings and construction of compatible new buildings, the scale of the existing structures and the diversity of original architectural styles, and to encourage a compact, convenient arrangement of buildings.
- (B) *Character of the district.* The Palafox historic business district is characterized by sites and facilities of historical value to the city. These buildings and historic sites and their period architecture (i.e., Sullivanesque, Classical Revival, Renaissance Revival, and Commercial Masonry) blend with an overall pattern of harmony, make the district unique and represent the diversity of business activity and commercial architecture over a long period of Pensacola history. The district is an established business area, tourist attraction, containing historic sites, and a variety of specialty retail shops, restaurants, private and governmental offices, and entertainment centers.
- (C) *Historic theme area.* That portion of Palafox Place between Garden Street and Main Street is hereby designated a historical theme area, with a theme based on materials, signs, canopies, facades or other features as they existed in 1925 or earlier.
- (D) *Boundaries of the district.* The boundaries of the Palafox historic business district shall be the same as the Pensacola downtown improvement district as adopted pursuant to section 3-1-10 of the code, plus the west 14.25 feet of lot 214 and all of lots 215 and 216, old city tract.
- (E) *Procedure for review and submission of development plan.*
  - (1) *Submission of plans.* Every application for a building permit to erect, construct, renovate and/or alter an exterior of a building, or sign, located or to be located in the district shall be accompanied by plans for the proposed work. As used herein, "plans" shall mean drawings or sketches with sufficient detail to show, as far as they relate to exterior appearance, the architectural design of the building or sign, (both before and after the proposed work is done in the cases of 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, walks, terraces, plantings, accessory buildings, paved areas, signs, lights, awnings, canopies and other appurtenances. Such plans shall be promptly forwarded by the building official to the architectural review board. The building official or his designee shall serve as secretary to the board.
  - (2) *General conditions, procedures and standards.* Prior to submitting a formal application for approval of a proposed exterior alteration, the owner(s) shall confer with the staff of the architectural review board, who will seek the advice of the downtown improvement board staff, the Historic Pensacola Preservation Board staff and appropriate city staff if necessary to review:
    - (a) The relationship between the proposed exterior alteration or proposed exterior to buildings in the immediate surroundings and to the district in which it is located or to be located.
    - (b) At the time of the predevelopment conference, the applicant shall provide a sketch plan indicating the location of the proposed exterior alteration and its relationship to surrounding properties. The advisory meeting should provide insight to both the developer, the city, the downtown improvement board, and the Historic Pensacola Preservation Board staff regarding potential development problems which might otherwise result in costly plan revisions or unnecessary delay in development.
  - (3) *Review and approval by the architectural review board.* All such plans shall be subject to review and approval by the architectural review board as established in section 12-13-3 and in accordance with the provisions of section 12-2-10(A)(4)(a) through (c), applicable to the historic zoning districts. The board shall adopt written rules and procedures for abbreviated review for paint colors, minor repairs, emergency repairs and minor deviations in projects already approved by the board. This process may authorize the board to designate one of its members to undertake such abbreviated review without the necessity for review by the entire board, provided, however

such abbreviated review process shall require review by the director of the downtown improvement board and the staff of the Historic Pensacola Preservation Board. If agreement cannot be reached as it pertains to an abbreviated review by the board designee, director of the downtown improvement board, Historic Pensacola Preservation Board staff and secretary to the architectural review board then the matter will be referred to the full board for a decision.

(F) *Architectural review of proposed exterior development.*

- (1) *General considerations.* The board shall consider plans for existing buildings based on their classification as significant, supportive, compatible or nonconforming as defined and documented in files located at the office of the downtown improvement board. In reviewing the plans, the board shall consider exterior design and appearance of the building, including the front, sides, rear and roof, materials, textures and colors; plot plan or site layout, including features such as walls, walks, terraces, plantings, accessory buildings, signs, lights, awnings, canopies, and other appurtenances; and conformity to plans and themes promulgated, approved and/or amended from time to time by the city council; and relation of the building to immediate surroundings and to the district in which it is located or to be located. The term "exterior" shall be deemed to include all of the outer surfaces of the building and is not restricted to those exteriors visible from a public street or place. The board shall not consider interior design or plan. The board shall not exercise any control over land use, which is governed by particular provisions of this title, or over construction, which is governed by Chapter 14-1.
- (2) *Decision guidelines.* Every decision of the board, in their review of plans for buildings or signs located or to be located in the district, shall be in the form of a written order stating the findings of the board, its decision and the reasons therefor, and shall be filed with and posted with the building permit on site. Before approving the plans for any proposed building, or signs located or to be located in the district, the board shall find:
  - (a) In the case of a proposed alteration or addition to an existing building, that such alteration or addition will not impair the architectural or historic value of the building or if due to a new use for the building the impairment is minor considering visual compatibility standards such as height, proportion, shape, and scale.
  - (b) In the case of a proposed new building, that such building will not, in itself or by reason of its location on the site, impair the architectural or historic value or character of buildings on adjacent sites or in the immediate vicinity.
  - (c) In the case of a proposed new building, that such building will not be injurious to the general visual character of the district in which it is to be located considering visual compatibility standards such as height, proportion, shape, and scale.
  - (d) In the case of the proposed razing or demolition of an existing building, that the regulations established in section 12-2-10(A)(9) to (11) shall apply.
  - (e) In the case of a proposed addition to an existing building or the base of a proposed new building, or building relocation, that such addition, new building or relocation will not adversely affect downtown redevelopment plans or programs or the Comprehensive Plan of the city.
- (3) *Recommendation for changes.* The board shall not disapprove any plans without giving its recommendations for changes necessary to be made before the plans will be reconsidered. Such recommendations may be general in scope, and compliance with them shall qualify the plans for reconsideration by the board.
- (4) *Board review standards.* The architectural review board shall use the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitation of Historic Buildings as the general governing standards for existing structures. New construction shall maintain scale and quality of design. All new construction shall be reviewed in terms of massing, rhythm, materials and details, building elements and site. Generally, all structures should be compatible in these categories to surrounding structures. In addition the following standards shall apply:

- (a) Signs. In the case of any proposed new or altered sign, that the sign will not impair the architectural or historical value of any building to which it is attached, nor any adjacent building, and that such sign is consistent with the theme and spirit of the block where it is to be located, and that such sign is consistent with the following provisions:
1. Within the Palafox historic business district, signs protruding into or overhanging the public right-of-way are permitted subject to prior approval by the board, and are subject to removal on thirty (30) days notice if the city actually requires the space for any public purpose. Such signs must be of a character and size consistent with maintenance of the theme and character of the district. Existing overhanging signs are hereby approved and will not require further board approval unless altered.
  2. Businesses located within the Palafox Historic Business District may place one portable (two-sided A-frame) sign on the sidewalk adjacent to the business location subject to the following conditions:
    - a. The maximum size of the sign shall not exceed two (2) feet wide by three (3) feet high;
    - b. The sidewalk width shall be a minimum of eight (8) feet;
    - c. A one time fee of forty dollars (\$40.00) shall be paid to the City of Pensacola for a license to use the sidewalk for placement of a sign;
    - d. A license to use agreement, with proof of insurance, shall be required to use an identified area of the sidewalk for locating a sign;
    - e. The sign shall be removed from the sidewalk at the close of business hours daily;
    - f. Signs shall require approval by the Downtown Improvement Board and Architectural Review Board.
  3. Rooftop signs are prohibited, provided the business for which the sign is erected remains continuously in business, existing signs violating this provision may continue in use. Upon application to and approval by the board, such existing signs may be permitted to remain in place for a longer period if the board finds that the sign is consistent with the theme and character of the district.
  4. Whirling and flashing signs attached to a building are prohibited, unless such signs replicate an original sign used at that location in the historical theme area. Balloon-type, portable or nonaccessory signs are prohibited.
  5. Internally illuminated signs shall be prohibited excepting that internal illumination of individual lettering of a sign shall be permitted.
- (b) Building fronts, rears, and sides abutting streets and public areas. All structural and decorative elements of building fronts, rears, and sides abutting streets or public improvement areas shall be repaired or replaced to match as closely as possible the original materials and construction of that building.
- (c) Windows.
1. Window openings in upper floors of the front of the building shall not be covered from the outside.
  2. Window panes shall not be painted.
  3. The number of window panes and use of shutters should reflect the style and period of the structure.
  4. Windows not in front of buildings shall be kept properly repaired or, with fire department approval, may be closed, in which case sills, lintels and frame must be retained and the new enclosure recessed from the exterior face of the wall.

(d) Show windows and storefronts:

1. A show window shall include the building face, porches, and entrance area leading to the door, sidelights, transoms, display platforms, and devices including lighting and signage designated to be viewed from the public right-of-way.
2. Show windows, entrances, signs, lighting, sun protection, porches, security grilles, etc., shall be compatible with the original scale and character of the structure and the surrounding structures.
3. Show windows shall not be painted for advertising purposes but may be painted for authorized identification of the place of business as authorized by the architectural review board.
4. Show windows with aluminum trim, mullions, or muntins shall be placed or painted consistent with and compatible to the overall facade design as authorized by the Board.
5. Solid or permanently closed or covered storefronts shall not be permitted, unless treated as an integral part of the building facade using wall materials and window detailing compatible with the upper floors, or other building surfaces.

(e) Exterior walls:

1. All exterior front or side walls which have not been wholly or partially resurfaced or built over shall be repaired or replaced in a manner approved by the Board. Existing painted masonry walls shall have loose material removed and painted a single color except for trim which may be another color. Patched walls shall match the existing adjacent surfaces as to materials, color, bond and joining.
2. Historic painted advertising on walls should be preserved at the discretion of the board.
3. Rear and side walls, where visible from any of the streets or alleys, shall be finished so as to harmonize with the front of the building.

(f) Roofs:

1. Chimneys, elevator penthouses or other auxiliary structures on the roofs shall be repaired or replaced to match as closely as possible the original.
2. Any mechanical equipment placed on a roof shall be so located as to be hidden from view or to be as inconspicuous from view as possible. Equipment shall be screened with suitable elements of a permanent nature or finished in such a manner as to be compatible with the character of the building or to minimize its visibility.

(g) Walls and fences. The size, design and placement of these features within the Palafox historic business district shall be consistent with the architectural character within the immediate area of their location.

(h) Landscaping and screening. Landscaping and screening requirements in the Palafox historic business district shall be based on applicable requirements of Chapter 12-6. All service areas (i.e. trash collection containers, compactors, loading docks) shall be fully screened from street and adjacent buildings by one of the following techniques: Fence or wall, six (6) feet high; Vegetation six (6) feet high (within three (3) years); A combination of the above.

(5) *Review.* Any person aggrieved by a decision of the board may, within fifteen (15) days thereafter, apply to the city council for review of the board's decision. He shall file with the city clerk a written notice requesting the council to review said decision.

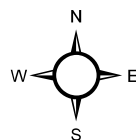
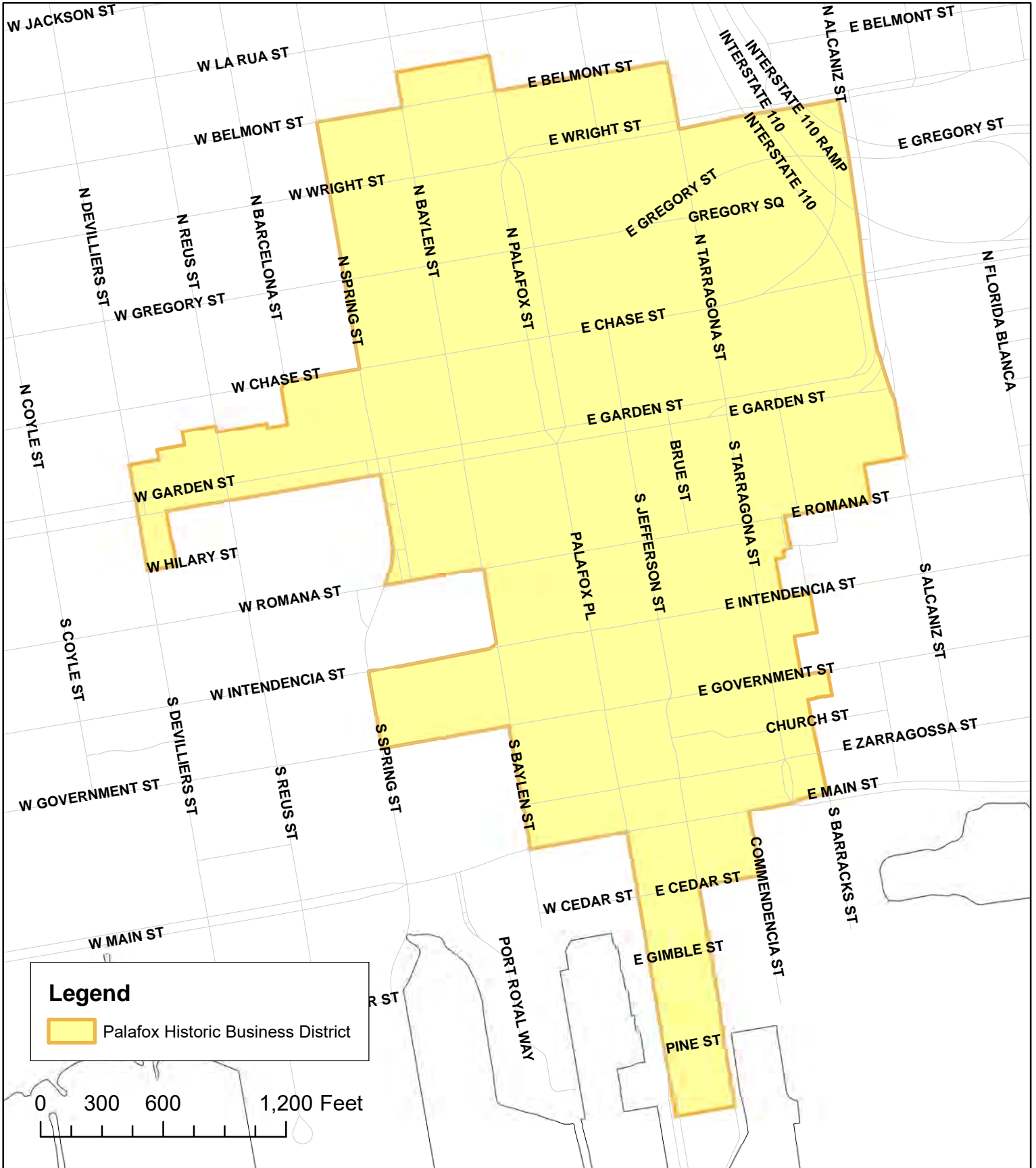
(G) *District rehabilitation, repair and maintenance guidelines.* The following rehabilitation, repair and maintenance standards shall be applied to all existing structures and land parcels respectively, whether occupied or vacant within the Palafox Historic Theme Area. These standards shall be considered as guidelines by the board when reviewing development plans in other areas of the Pensacola historic business district. In cases where an owner owns property comprising a total city

block, the board shall consider the burden on the owner and may approve an incremental adherence to the standards or guidelines.

- (1) *Building fronts, rears, and sides abutting streets and public areas.* Rotten or weakened portions shall be removed, repaired and replaced to match as closely as possible the original.
  - (2) *Windows.*
    - (a) All windows must be tight-fitting and have sashes of proper size and design. Sashes with rotten wood, broken joints or loose mullions or muntins shall be replaced. All broken and missing windows shall be replaced with new glass.
    - (b) Window openings in upper floors of the front of the building shall not be filled or boarded-up. Window panes shall not be painted.
  - (3) *Show windows and storefronts.* All damaged, sagging or otherwise deteriorated storefronts, show windows or entrances shall be repaired or replaced.
  - (4) *Exterior walls.*
    - (a) Existing miscellaneous elements on the building walls, such as empty electrical conduit, unused signs and/or sign brackets, etc., shall be removed.
    - (b) Sheet metal gutters, downspouts and copings shall be repaired or replaced as necessary.
    - (c) Rear and side walls shall be repaired and finished as necessary to cover evenly all miscellaneous patched and filled areas to present an even and uniform surface.
  - (5) *Roofs.* Roofs shall be cleaned and kept free of trash, debris or any other element which is not a permanent part of the building.
  - (6) *Auxiliary structures.* Structures, at the rear of buildings, attached or unattached to the principal structure, which are structurally deficient shall be properly repaired or demolished as authorized by the architectural review board.
  - (7) *Front, rear, and side yards, parking areas and vacant parcels.* When a front, rear or side yard, parking area or vacant parcel exists or is created through demolition, the owner may utilize the space in accordance with the provisions of the zoning district in which the space is located, provided, however, that the site shall be properly maintained free of weeds, litter, and garbage in accordance with applicable provisions of the code.
  - (8) *Walls, fences, signs.* Walls, fences, signs and other accessory structures shall be properly maintained.
- (H) *Survey, classification and technical assistance.*
- (1) *Survey and classification.* A survey of the district to determine in which areas historical themes are appropriate, and to classify buildings, by architectural design, and materials as historically significant, supportive, neutral, and nonconforming shall be available at the offices of the downtown improvement board and the Community Redevelopment Agency of Pensacola.
  - (2) *Technical assistance.* Within the limits of staff capability and availability of funds, the board may provide sketches or renderings to property owners and/or merchants, showing suitable designs and themes for facade improvement.

(Ord. No. 28-94, § 2, 9-18-94; Ord. No. 45-96, § 4, 9-12-96; Ord. No. 8-99, § 2, 2-11-99; Ord. No. 16-10, § 205, 9-9-10)

# Palafox Historic Business District



Date: 8/8/2017

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.



Memorandum

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File #: 17-00400

City Council

8/10/2017

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**LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

CITY OF PENSACOLA FY 2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN AND HOME INVESTMENT PARTNERSHIPS ACT (HOME) PROGRAMS

**RECOMMENDATION:**

That City Council approve the FY 2017-2018 CDBG Annual Action Plan for the period October 1, 2017 through September 30, 2018, for submission to U. S. Department of Housing and Urban Development, and the City of Pensacola 2017-2018 CDBG and HOME Programs Proposed Budgets and Activities Summary. Further, the City Council authorize the Mayor to execute all documents relating to the programs' administration.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

As part of the U.S. Department of Housing and Urban Development's (HUD) Consolidated Plan process, the City of Pensacola Housing Division, in conjunction with other members of the Escambia Consortium, must prepare an Annual Action Plan each program year to submit to HUD for approval. The FY 2017-2018 Annual Action Plan covers the period October 1, 2017 through September 30, 2018. The Annual Action Plan identifies housing and community development activities and presents the proposed budget for the FY 2017-2018 CDBG funding request. The HOME program activities and budget are presented in the City of Pensacola FY 2017-2018 CDBG and HOME Programs Proposed Budgets and Activities Summary. The approved plan is due to HUD on or before August 15, 2017.

To initiate the 30 day public participation process for preparation of the 2017-2018 Annual Action Plan, a Public Notice was published in the Pensacola News Journal on February 23, 2017 and posted on the City's website. On March 7, 2017 a public meeting was held at the City of Pensacola Housing Division's office. An overview of the Escambia Pensacola Consortium, program funding, public participation process, proposed projects, and planning schedule were presented and discussed.

The proposed Escambia Consortium Annual Action Plan summary was published in the Pensacola News Journal on May 27, 2017 and posted on the City's website allowing for a 14 day comment period. A public hearing was held June 6, 2017 at the City of Pensacola Housing Division's office to receive input regarding the

proposed activities and budgets. Comments were positive and supportive of the proposed activities and budgets.

**PRIOR ACTION:**

July 14, 2016 - City Council approved the FY 2016-2017 CDBG and HOME Annual Action Plan and budgets.

**FUNDING:**

	CDBG Program	HOME Program
Budget:	\$859,400	\$133,700
Actual:	\$847,881	\$126,627

**FINANCIAL IMPACT:**

The approved plan must be submitted to HUD on or before August 15, 2017 to remain in compliance with grant requirements and be eligible to receive the grant allocation.

**CITY ATTORNEY REVIEW:** Yes

7/13/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Marcie Whitaker, Housing Administrator

**ATTACHMENTS:**

- 1) City of Pensacola FY 2017-2018 CDBG and HOME Programs Proposed Budgets and Activities Summary
- 2) City of Pensacola FY 2017-2018 CDBG Annual Action Plan

**PRESENTATION:** No



**CITY OF PENSACOLA  
FY 2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND  
HOME INVESTMENT PARTNERSHIPS ACT (HOME) PROGRAMS  
PROPOSED BUDGETS AND ACTIVITIES SUMMARY**

**FUNDING**

**HOUSING REHABILITATION:**

**Housing Rehabilitation Loan/Grant Programs**

**\$419,123\***

Funds to repair and/or rehabilitate owner-occupied houses; to provide for structural modifications and the removal of architectural barriers to accommodate the needs of persons with disabilities; to provide for the federally mandated evaluation and control of lead based paint hazards for projects with a house constructed prior to 1978; and to provide for administrative costs of this program and other related housing rehabilitation/repair activities. Funding will provide for the rehabilitation/repair of 15-20 owner occupied housing units. The program is available to low and moderate income persons occupying their homestead residence within the corporate limits of the City of Pensacola. (Pre FY2015 Funds \$150,000)

\*All program income from housing rehabilitation loans will be used to rehabilitate and/or repair homeowner occupied units for low and moderate income families located within the corporate limits of the City of Pensacola (estimated program income is \$100,000).

**Code Enforcement**

**\$5,000**

Funds to provide code enforcement within the CDBG target area where such enforcement, together with public or private improvements, rehabilitation, or services to be provided, may be expected to arrest the decline of the area. Code enforcement will be conducted within targeted low and moderate income areas within the CDBG Target Area.

**Demolition and Clearance of Unsafe Structures**

**\$12,182**

Funds to provide direct assistance, to income eligible property owners, with the elimination of dilapidated, structurally unsound buildings. Funding will be used to address conditions of blight and decay; arrest the decline of property; and support revitalization of depressed neighborhoods. (Pre FY2015 Funds \$30,000)

**PUBLIC SERVICES:**

**Council on Aging of West Florida, Inc. (COA)**

**\$70,000**

Funds will provide approximately 16,000 meals through the Senior Dining Sites and Meals on Wheels Programs to low and moderate income elderly, disabled, and/or handicapped residents residing within the City limits which otherwise would not be available. The Meals on Wheels program delivers nutritionally balanced meals to homebound, functionally impaired adults. The Senior Dining Sites Program provides nutritional meals to eligible adult recipients at five sites located within the City and also an element of socialization and recreation. The five sites are the Fricker Resource Center, E. S. Cobb Resource Center, Bayview Senior Resource Center, Westminster Village, and Council on Aging office. These funds provide direct services. CDBG

**City of Pensacola FY 2017-2018 CDBG and HOME Proposed Budgets and Activities Summary  
Page 2**

funds received from the City are utilized by COA as 1:10 leverage for other critical federal and state funding for which COA would most likely be unable to apply. The City has funded COA for over two decades.

**Homebuyer and Foreclosure Prevention Education and Counseling** **\$28,000**  
 Pre-purchase homeownership counseling, education, guidance and support for lower income (80% or below of area median income) residents with a goal of owning their own home (Homebuyer’s Club). Foreclosure prevention guidance, education and assistance is provided in an effort to assist Pensacola residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided under both programs.

**PROGRAM PLANNING AND ADMINISTRATION:**

**General Grant Administration/Management** **\$133,576**  
 Funds to administer the City's CDBG Program which includes personnel services and operating expenses.

**TOTAL FY 2017-2018 CDBG PROPOSED BUDGET** **\$ 847,881**

<b>Projected FY 2017-2018 CDBG Grant Allocation</b>	<b>\$ 667,881</b>
<b>Pre FY 2015 Funds</b>	<b><u>\$ 180,000</u></b>

**TOTAL CDBG FUNDS AVAILABLE** **\$ 847,881**

**CITY OF PENSACOLA  
 FY2017-2018  
 HOME INVESTMENT PARTNERSHIPS ACT (HOME) PROGRAM  
 PROPOSED BUDGETS AND ACTIVITIES**

**FUNDING**

**SUBSTANTIAL HOUSING:  
 REHABILITATION/RECONSTRUCTION** **\$105,604**

Provide assistance for low/moderate income families through a combination of grants and loans secured by mortgages on the subject property for the substantial rehabilitation or reconstruction of approximately 2-3 severely substandard homeowner occupied housing units.

**Administration/Management (City)** **\$21,023**

Provide for the oversight, management, monitoring and coordination of financial and general administration of the City’s HOME Reconstruction Program.

**TOTAL HOME FUNDS AVAILABLE** **\$ 126,627**

Council Meeting Date: August 10, 2017  
Subject: City of Pensacola FY 2017-2018 CDBG and HOME  
Attachment 2: City of Pensacola FY 2017-2018 CDBG Annual Action Plan

## **COMMUNITY DEVELOPMENT BLOCK GRANT**

### **2017 - 2018 ANNUAL ACTION PLAN**

(October 1, 2017 - September 30, 2018)

**CITY OF PENSACOLA:**

Marcie Whitaker, Administrator

Housing Division

City of Pensacola

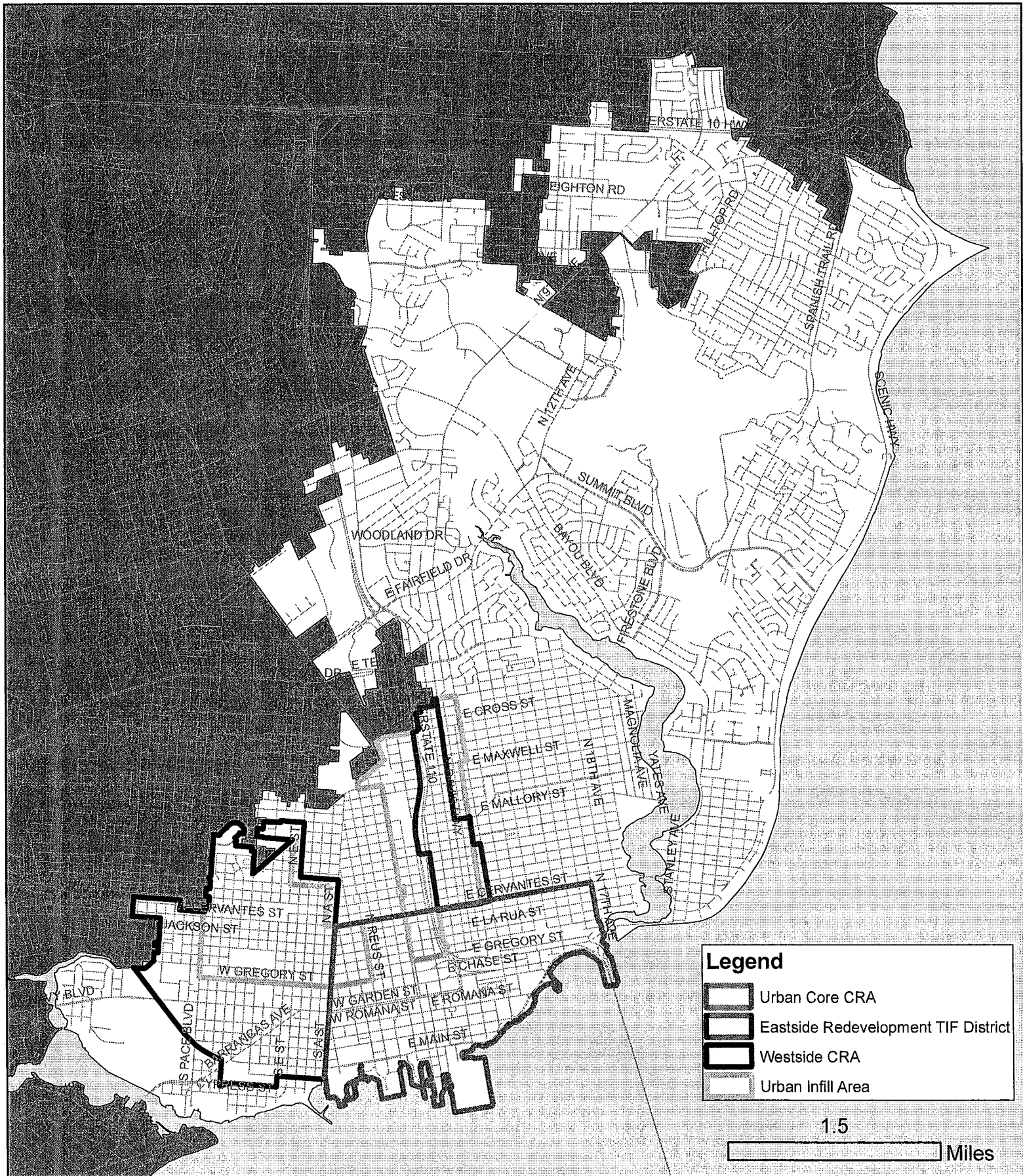
Pensacola, Florida 32521

Phone: (850)585-0350

Fax: (850)595-0113

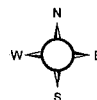
Date: August 15, 2017

# Urban Infill and Redevelopment Areas



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.

Date: 5/8/2017



PENSACOLA

# Executive Summary

## AP-05 Executive Summary - 91.200(c), 91.220(b)

### 1. Introduction

The Annual Action Plan contains a description of resources to be allocated for programmatic activities to address affordable housing and community development needs for low/moderate income families within the jurisdiction for the period October 1, 2017 to September 30, 2018. As indicated throughout the plan, the limited resources of local non-profits and the private and public sector greatly impact the ability to address the unmet needs in the jurisdiction.

As a member of the Escambia Pensacola Consortium, the City works cooperatively with Escambia County to assist residents in attaining decent affordable housing, a suitable living environment, and expanded economic opportunities.

The Plan identifies key community partners that contribute their expertise and assistance to the local jurisdiction to address the needs identified herein.

### 2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The major plan activities address the following needs: affordable housing opportunities for both renter and homeowners; community development needs within designated areas and eligible neighborhoods; needs to provide assistance for underserved populations; and opportunities and programs to support self-sufficiency. As evidenced throughout the plan, the need for affordable housing for extremely low, very low, and low/moderate income residents is a pressing issue for the jurisdiction. Housing needs are discussed in depth in Sections AP 20, AP 35, and AP 38.

Community development needs to support reinvestment in the City's redevelopment areas and associated business districts are discussed in Sections AP 20, AP 35, and AP 50. Concentrations of poverty are identified on the western and northwestern jurisdictional boundary between the City and Escambia County. Coordinated efforts will be pursued to provide enhancements to these areas through both public facility and public service activities with the goal of assisting these residents with attaining self-sufficiency.

### **3. Evaluation of past performance**

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Goals were assessed based upon an in depth review of the community's needs as presented in this plan. Specific activity selection was based upon an evaluation of the activity in meeting the needs of the community to address affordable housing and community development shortfalls. Support for the housing rehabilitation program was based upon a review and evaluation of the decades of experience the City has in managing and implementing this program with over 1,000 homeowners having successfully completed participation. Code Enforcement in conjunction with other private and public investments within the designated redevelopment areas has been a successful tool in slowing and, in some cases, abating the continued decline of property in these areas. Public service activities supported in the plan continue to provide much needed assistance to underserved populations within the City including elderly and/or disabled and low/moderate income residents.

The activities presented in the plan will be reviewed annually to determine the viability and success in addressing the needs of low/moderate income residents within the jurisdiction. These activities will be revised to address the changing needs of the community, within funding limitation.

### **4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

Citizen participation was achieved through various methods. Multiple public meeting were held in relation to the development of the 2017 - 2018 Annual Action Plan. The City of Pensacola participated in conjunction with Escambia County in all meetings held within Escambia County. In accordance with the guidance issued by the U.S. Department of Housing and Urban Development, the City of Pensacola utilized the waiver and the proposed plan was advertised for 14 days in its draft version for public review. Upon receipt of the jurisdiction's allocation notice, the final plan was advertised for an additional 14 day comment period. Through the process, citizen comments were incorporated where appropriate. No comments were rejected.

A public meeting and public hearing were held March 7, 2017 and June 6, 2017, respectively, where input from community organizations nonprofits and citizens was solicited for preparation of the Annual Action Plan. Due to delays in adopting the federal budget and announcement of grant allocations, the funding levels were presented as estimated amounts and contingency provisions were explained to include that the budgets would be proportionally increased or decreased, in compliance with grant requirements, from the estimated funding levels to match actual allocation amounts.

Local participation has been greatly expanded with the use of local government websites where access to all types of planning documents, budgets, compliance reports, and program implementation summaries are readily available for public review.

## **5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Public comments were received during a public meeting and public hearing. Comments included questions regarding how funds are allocated, assistance for underserved population in the community including a discussion regarding the Emergency Solutions Grant (ESG), projects to support demolition and clearance, programs supporting self-sufficiency education and counseling, elderly and disabled persons, and affordable housing needs.

Additional comments included a discussion regarding continued program funding.

Attendees expressed support for the proposed projects.

## **6. Summary of comments or views not accepted and the reasons for not accepting them**

No comments were rejected.

## **7. Summary**

Activities presented in the Annual Action Plan are generally available to assist low/moderate income families within the jurisdiction by supporting development or rehabilitation of affordable housing, providing suitable living environments, and creating opportunities to achieve and or maintain self-sufficiency.

## PR-05 Lead & Responsible Agencies - 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	PENSACOLA	Housing Division

Table 1 – Responsible Agencies

### Narrative

The City of Pensacola Division of Housing serves as the administrator for the City's Community Development Block Grant (CDBG) allocation and is a member of the Escambia Pensacola Consortium.

### Consolidated Plan Public Contact Information

City of Pensacola Division of Housing

420 W. Chase Street

P.O. Box 12910

Pensacola, FL 32521 - 0031

850 -858-0323



## **AP-10 Consultation - 91.100, 91.200(b), 91.215(I)**

### **1. Introduction**

Consultation of the plan began in February 2017 and was achieved through a variety of strategies, including public meetings, outreach to other City Departments, and one on one meetings. Efforts were made to contact appropriate parties for input. Local service providers, nonprofits, citizens, and media outlets, were in attendance at the public meetings. Citizen participation was achieved through various methods. A public meeting and a public hearing were held in relation to the development of the 2017 - 2018 Annual Action Plan. The City of Pensacola, as a member of the Escambia - Pensacola Consortium, participated in conjunction with Escambia County in all meetings held within Escambia County. Due to delays in adopting the federal budget and announcement of grant allocations, the funding levels were presented as estimated amounts and contingency provisions were explained to include that the budgets would be proportionally increased or decreased, in compliance with grant requirements, from the estimated funding levels to match actual allocation amounts.

In accordance with guidance issued by U.S. Department of Housing and Urban Development, the City of Pensacola utilized the waiver and the proposed plan was advertised for 14 days in its draft version for public review. Upon receipt of the jurisdiction's allocation notice, the final plan was advertised for an additional 14 day comment period. Through the process, citizen comments were incorporated where appropriate. No comments were rejected.

One public meeting was held March 7, 2017 where input from community organizations nonprofits and citizens was solicited for preparation of the 2017 - 2018 Annual Action Plan. A public hearing was held June 6, 2017 where the proposed Annual Action Plan was presented and public comment was solicited. Additionally, members of the community were invited to attend Homeless Summit workshops hosted by Escambia County.

Citizen participation was achieved through various methods. Multiple public meetings, one on one meetings with citizens, and meetings with the Office of the Mayor and other City Divisions and Departments were held in relation to the development of the 2017 - 2018 Annual Action Plan. The plan was advertised for 14 days in its final version for public review. Through the process, citizen comments were incorporated where appropriate. No comments were rejected.

**Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).**

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The Housing Administrator serves as a board member for the EscaRosa Coalition on the Homeless, which serves as the lead agency for the Continuum of Care (CoC). The Administrator routinely attends board and general Homeless Coalition meetings where the needs in the community are presented and discussed. These discussions regularly lead to the development of programs which then are used to address the needs of this underserved population.

In coordination with the VA, the Housing Division administers 182 HUD – VASH vouchers used to address housing needs of homeless veterans in the community. During July, 2016, the Housing Division made application to HUD for an additional 25 HUD - VASH vouchers which were subsequently awarded.

In support of the CoC, Housing Division staff participated in both the Point In Time County survey and U-Count events.

During February and May, 2017 Escambia County hosted Homeless Summit workshops inviting input from service providers in the community. During the March 7, 2017 public meeting and June 6, 2017 public hearing, the Emergency Solution Grant funding for FY 2017 - 2018 was covered. No changes were recommended regarding the solicitation process for agencies that provide rapid rehousing and homeless prevention services.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The Consortium lead, Escambia County, is the recipient of the Emergency Solution Grant (ESG) grant funds. As a member of the Consortium and in cooperation with the CoC, the City participates in discussions regarding allocation of funding, performance standards and evaluation outcomes and the development of funding policies, and procedures for the administration of HMIS.

**2. Agencies, groups, organizations and others who participated in the process and consultations**

**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	Area Housing Commission
	<b>Agency/Group/Organization Type</b>	PHA
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City Housing Division routinely consults with the Executive Director of the Area Housing Commission regarding housing needs in the community.
2	<b>Agency/Group/Organization</b>	AMR AT PENSACOLA, INC
	<b>Agency/Group/Organization Type</b>	Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City participates in ongoing coordination with this agency to address the unmet needs of residents.
3	<b>Agency/Group/Organization</b>	COMM. EQUITY INVESTMENTS, INC
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City participates in ongoing coordination with this agency to address the unmet needs of residents.
4	<b>Agency/Group/Organization</b>	COUNCIL ON AGING OF WEST FLORIDA, INC.
	<b>Agency/Group/Organization Type</b>	Services-Elderly Persons
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Representatives from Council on Aging attended the March public meeting. The City has a long standing partnership with this agency which provides services to a critical population in the community.
5	<b>Agency/Group/Organization</b>	Catholic Charities of Northwest Florida, Inc.
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City participates in ongoing coordination with this agency to address the unmet needs of residents.
6	<b>Agency/Group/Organization</b>	ESCAMBIA COUNTY
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City participates as a member of the Escambia Pensacola Consortium with this organization to address the unmet needs of residents.
7	<b>Agency/Group/Organization</b>	EscaRosa Coalition on the Homeless, Inc.
	<b>Agency/Group/Organization Type</b>	Housing Regional organization

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City Housing Administrator serves on the Board and meets on a regular basis with representatives from ECOH to address unmet needs in the community.
8	<b>Agency/Group/Organization</b>	Loaves and Fishes Soup Kitchen, Inc.
	<b>Agency/Group/Organization Type</b>	Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City participates in ongoing coordination with this agency to address the unmet needs of residents.
9	<b>Agency/Group/Organization</b>	Pensacola Habitat for Humanity
	<b>Agency/Group/Organization Type</b>	Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Economic Development Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City participates in ongoing coordination with this agency to address the unmet needs of residents.
10	<b>Agency/Group/Organization</b>	Waterfront Rescue Mission
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Economic Development Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City participates in ongoing coordination with this agency to address the unmet needs of residents.
11	<b>Agency/Group/Organization</b>	CIRCLE, INC
	<b>Agency/Group/Organization Type</b>	Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Economic Development Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	A representative from Circle, Inc. serves on the Affordable Housing Advisory Committee and provides input to address unmet needs in the community.
12	<b>Agency/Group/Organization</b>	Community Action Program Committee, Inc.
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Economic Development Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	A representative from Community Action Program Committee serves on the Affordable Housing Advisory Committee and provides input to address unmet needs in the community.

**Identify any Agency Types not consulted and provide rationale for not consulting**

All interested parties were invited to attend the public meeting and public hearing.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	EscaRosa Coalition on the Homeless	As members of the Consortium ongoing coordination is accomplished and overlaps the goals
Westside Community Redevelopment Plan	City CRA Board and Staff	Priority issues identified and addressed in this local plan as well as the Strategic Plan, including Housing, Public Services, and Public Facilities.
2010 Community Redevelopment Plan	City CRA Board and Staff	Priority issues identified and addressed in this local plan as well as the Strategic Plan, including Housing, Public Services, and Public Facilities.
Eastside Neighborhood Plan	City CRA Board and Staff	Priority issues identified and addressed in this local plan as well as the Strategic Plan, including Housing, Public Services, and Public Facilities.
Urban Infill and Redevelopment Plan	City CRA Board and Staff	Priority issues identified and addressed in this local plan as well as the Strategic Plan, including Housing, Public Services, and Public Facilities.

**Table 3 - Other local / regional / federal planning efforts**

**Narrative**

The Housing Division reviewed the above referenced plans in preparation of the Annual Action Plan.

The City of Pensacola closely coordinated with Escambia County in the preparation of the 2017-2018 Annual Action Plan as an adjacent unit of local government.

## **AP-12 Participation - 91.401, 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

Citizen participation was achieved through various methods. Multiple public meetings were held in relation to the development of the 2017 - 2018 Annual Action Plan. The City of Pensacola participated in conjunction with Escambia County in all meetings held within Escambia County. Due to delays in adopting the federal budget and announcement of grant allocations, the funding levels were presented as estimated amounts and contingency provisions were explained to include that the budgets would be proportionally increased or decreased, in compliance with grant requirements, from the estimated funding levels to match actual allocation amounts.

In accordance with guidance issued by the U.S. Department of Housing and Urban Development, the City of Pensacola utilized the waiver and the proposed plan was advertised for 14 days in its draft version for public review. Upon receipt of the jurisdiction's allocation notice, the final plan was advertised for an additional 14 day comment period. Through the process, citizen comments were incorporated where appropriate. No comments were rejected.

A public meeting and public hearing were held March 7, 2017 and June 6, 2017, respectively, where input from community organizations, nonprofits, and citizens was solicited for preparation of the Annual Action Plan. Escambia County hosted Homeless Summit workshops on February 23, 2017 and May 31, 2017 where input was gathered from area service providers, the CoC, and the City of Pensacola.

Local participation has been greatly expanded with the use of local government websites where access to all types of planning documents, budgets, compliance reports and program implementation summaries are readily available for public review.



**Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community	February 23, 2017 publication in Pensacola News Journal Escambia Consortium public planning process and dates of public meetings, including March 7, 2017 in Pensacola/Escambia County and March 9, 2017 in Santa Rosa County.	No comments received in response to the ad.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Newspaper Ad	Non-targeted/board community	May 27, 2017 publication in Pensacola News Journal of City of Pensacola and Escambia Consortium Proposed Annual Action Plan Summary and notification of the public hearing June 6, 2017.	No comments received in response to the ad.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Meeting	Non-targeted/broad community	<p>On March 7, 2017 attendees representing citizens and service agencies and Escambia Pensacola AHAC attended the public meeting. The meeting was held at the City of Pensacola Housing Office. Attendees were provided a summary of the planning process, purpose, historic overview of funded activities, and funding resources.</p>	<p>Citizen had questions pertaining to funding allocations, reduced funding for the CPD program, and resource allocation for the ESG program.</p>	<p>No comments were rejected.</p>	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Internet Outreach	Non-targeted/broad community	City of Pensacola and Escambia Consortium Annual Action Plan notification of the public meetings was posted to the City's website.	No comments were received.	N/A	<a href="http://cityofpensacola.com/129/Housing">http://cityofpensacola.com/129/Housing</a>

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Public Hearing	Non-targeted/broad community	On June 6, 2017 attendees representing elderly services and affordable housing attended the public hearing. The hearing was held at the City of Pensacola Housing Office. The City of Pensacola and Escambia County 2017/2018 Proposed Annual Action Plans were presented for comment from the public.	General discussion regarding projects and budgets.	No comments were rejected.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6	One on one contact via email	Neighborhood Leaders	During March and May, 2017, Housing extended an invitation to the President of the Eastside TIF District to participate in the Annual Action planning process.	No one in attendance	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	One on One email contact	Neighborhood Leaders	During March and May 2017, Housing extended an invitation to the President of the Westside Garden District to participate in the Annual Action Planning process.	Members of the Westside Garden District attended the planning meetings and had comments regarding funding allocation, discussed proposed activities. The members expressed support for a demolition clearance activity in the City.	No comments were rejected.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
8	One on One contact via email	Neighborhood Leaders	During March and May, 2017, Housing extended an invitation to the President of the Belmont neighborhood to participate in the Annual Action planning process.	No one in attendance	N/A	
9	Newspaper ad	Non targeted/broad community	June 23, 2017, publication in the Pensacola News Journal of City of Pensacola and Escambia Consortium final Annual Action Plan Summary.	No comments received.	N/A	

Table 4 – Citizen Participation Outreach



## Expected Resources

### AP-15 Expected Resources – 91.420(b), 91.220(c) (1, 2)

#### Introduction

Community Development Block Grant (CDBG) resources will be utilized to accomplish long range local affordable housing and community development activities for the period October 1, 2017 through September 30, 2018. For Fiscal Year 2017 - 2018, funding will be used to support community development and public service activities within the City to include the following: Housing Rehabilitation for owner occupied single family structures; Code Enforcement in conjunction with other public or private improvements; Demolition/Clearance of Unsafe Structures; Public Services activities including funding to support Council on Aging of West Florida, Inc.'s Meals on Wheels and Senior Dining site programs; Homebuyer and Foreclosure Prevention education and counseling; and grant administration and program management.

Long term funding allocations will continue to be coordinated with Escambia County, the Consortium lead, to assure the maximum benefit within the community as a result of the limited resources made available to support eligible activities from all public, private, and non-profit resources.

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	667,881	100,000	180,000	947,881	1,335,762	

**Table 5 - Expected Resources – Priority Table**

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

When eligible, CDBG funds will be used as leverage in conjunction with City general fund allocations, local option sales tax funds, tax increment financing allocations, and other grant resources to complete community development activities, address housing needs, and provide services to meet the needs of City residents.

State funds received as an allocation from Florida Housing Finance Corporation's State Housing Initiatives Partnership program are used by the Consortium as match for the HOME Investment Partnerships Program allocation.

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

Not applicable.

**Discussion**

The City, in its 2017-2018 Annual Action Plan and as a member of the Consortium, supports the Consortium's major plan priorities to include the following: rehabilitation of homeowner occupied substandard housing for families with incomes between 0-80% of the local median; promote new construction, homebuyer assistance, and acquisition/rehabilitation activities to support affordable homeownership for families with incomes primarily between 50-80% of median; expand below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or new construction of units; enhance the availability of rental assistance for very low income families; support development of housing for underserved populations in the community; support reinvestment in distressed neighborhoods; and undertake a variety of targeted public infrastructure, public service, and community development activities primarily for the benefit of lower income residents.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Rehabilitation	2015	2019	Affordable Housing Non-Homeless Special Needs	Westside Redevelopment Plan Eastside Redevelopment Plan Urban Core Redevelopment Area Community Redevelopment Plan 2010 Income eligible Citywide	Housing	CDBG: \$419,123	Homeowner Housing Rehabilitated: 15 Household Housing Unit
2	Code Enforcement	2015	2019	Non-Housing Community Development	Westside Redevelopment Plan Eastside Redevelopment Plan Urban Core Redevelopment Area Community Redevelopment Plan 2010	Housing	CDBG: \$17,182	Housing Code Enforcement/Foreclosed Property Care: 206 Household Housing Unit
3	Public Service: Council on Aging of West Florida,	2015	2019	Non-Homeless Special Needs	Income eligible Citywide	Public Service	CDBG: \$70,000	Public service activities for Low/Moderate Income Housing Benefit: 740 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Homebuyer and Foreclosure Prevention Counseling	2015	2019	Non-Homeless Special Needs	Income eligible Citywide	Public Service	CDBG: \$28,000	Homelessness Prevention: 80 Persons Assisted
5	Grant Administration and Management	2015	2019	City wide eligibly where there is need.	Income eligible Citywide	Housing Public Service Public Infrastructure	CDBG: \$133,576	Other: 0 Other

Table 6 - Goals Summary

### Goal Descriptions

1	<b>Goal Name</b>	Housing Rehabilitation
	<b>Goal Description</b>	Funds provide for the City's Housing Rehabilitation Program and related activities.
2	<b>Goal Name</b>	Code Enforcement
	<b>Goal Description</b>	Provide code enforcement on structures that are deteriorated to a point where such enforcement, together with public or private improvements, rehabilitation, or services to be provided may be expected to arrest the decline of the property. To support revitalization of distressed neighborhoods, provide direct assistance with the elimination of structurally unsound buildings.
3	<b>Goal Name</b>	Public Service: Council on Aging of West Florida,
	<b>Goal Description</b>	Provides direct nutritional services by delivering hot meals to elderly, disabled, and handicapped residents through the COA's Meals on Wheels and Senior Dining Sites Programs. These services would otherwise not be available. Funding provides 1:10 leverage for other critical state and federal funding.
4	<b>Goal Name</b>	Homebuyer and Foreclosure Prevention Counseling
	<b>Goal Description</b>	Provides group and individual counseling and educational opportunities regarding home buying and foreclosure prevention through the City's Homebuyer's Club and Foreclosure Prevention Program.
5	<b>Goal Name</b>	Grant Administration and Management
	<b>Goal Description</b>	Provide funding to ensure proper fiscal and programmatic management of the various activities undertaken with grant funds. Includes personnel services and operational expenses.

## Table 7 – Goal Descriptions

### **Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):**

As indicated by HUD's Comprehensive Housing Affordability Strategy (CHAS) 2010-2014 ACS data, there are 22,060 households within the City. 59% of City residents are homeowners and 41% are renters. Of those households, 40% report incomes at or below 80% of area median. The American Community Survey (ACS) 2011-2015 data indicates that 67% of the City's housing stock was built prior to 1979. Almost a third (27%) of low income City residents, households at or below 80% of area median income, has at least one of four housing problems associated with their dwelling. These older homes also present the additional challenge of lead based paint hazards. Much of the older housing stock is located in one of the City's designated redevelopment areas and has been identified as needing rehabilitation.

Within the City, single family detached housing comprises a majority (69%) of the housing stock, while complexes with 10 or more units comprises only 14%. Survey data indicates that 43% of renter households with income at or below 80% of area median are cost burdened. With 41% of the households residing in rental units and the lack of rental complexes, many families are being housed in older single family dwellings.

Due to the age of the housing stock and the need to maintain a supply of affordable housing for both rental and home ownership purposes, this plan supports the need for home ownership assistance, homeowner rehabilitation, and rental assistance programs. As presented in Table 6. Goal Summary, the City plans to assist 15 low income families through the residential rehabilitation program during the 2017 - 2018 plan year. The City, as a member of the Escambia-Pensacola Consortium, will continue to collaborate with the County to address affordable housing needs throughout the community.

The City administers the Section 8 Housing Choice Voucher program county-wide which provides extremely low (30% AMI) and very low (50% AMI) income residents with rental assistance. As a member of the Consortium and through State allocations the City has administered Tenant Based Rental Assistance (TBRA) programs. Most recently through a referral from the lead agency for the CoC, TBRA funding received from the FHFC was used to implement a housing first model for families experiencing homelessness. In coordination with the VA, the City administers 182 HUD-VASH vouchers.

## AP-35 Projects - 91.420, 91.220(d)

### Introduction

Community Development Block Grant (CDBG) resources will be utilized to accomplish long range local affordable housing and community development activities for the period October 1, 2017 to September 30, 2018. The funding will be used to support community development and public service activities within the City to include the following: Housing Rehabilitation for owner occupied single family structures; Code Enforcement in conjunction with other public or private improvements; Demolition and Clearance of Unsafe Structures to address condition of blight and decay and support revitalization of depressed neighborhoods; Public Service activities including funding to support Council on Aging of West Florida, Inc.'s nutritional service programs; Homebuyer and Foreclosure Prevention education and counseling; and grant administration and program management.

Long term funding allocations will continue to be coordinated with Escambia County, the Consortium lead, to assure the maximum benefit within the community as a result of the limited resources made available to support eligible activities from all public, private, and non-profit resources.

#	Project Name
1	Housing Rehabilitation
2	Code Enforcement
3	Demolition and Clearance of Unsafe Structures
4	Public Service: Council on Aging of West Florida, Inc.
5	Homebuyer and Foreclosure Prevention Counseling
6	Grant Administration and Management

Table 8 – Project Information

**Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

# AP-38 Project Summary

## Project Summary Information

1	<b>Project Name</b>	Housing Rehabilitation
	<b>Target Area</b>	Westside Redevelopment Plan Eastside Redevelopment Plan Urban Core Redevelopment Area Community Redevelopment Plan 2010 Income eligible Citywide
	<b>Goals Supported</b>	Housing Rehabilitation
	<b>Needs Addressed</b>	Housing
	<b>Funding</b>	CDBG: \$569,123
	<b>Description</b>	Funds provide for the City's Housing Rehabilitation Program and related activities.
	<b>Target Date</b>	9/30/2018
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Estimate to assist between 15-20 households with incomes at or below 80% of area median located throughout the jurisdiction.
	<b>Location Description</b>	Jurisdiction wide.
	<b>Planned Activities</b>	Funds to rehabilitate owner-occupied houses; to provide for structural modification the removal of architectural barriers to accommodate the needs of person with disabilities; to provide for the federally mandated evaluation and control of lead based paint hazards for projects with a house constructed prior to 1978; and to provide for administrative costs of these programs and other housing related rehabilitation/repair activities. (Pre FY2015 Funds \$150,000)
2	<b>Project Name</b>	Code Enforcement
	<b>Target Area</b>	Westside Redevelopment Plan Eastside Redevelopment Plan Urban Core Redevelopment Area Community Redevelopment Plan 2010
	<b>Goals Supported</b>	Code Enforcement
	<b>Needs Addressed</b>	Housing

	<b>Funding</b>	CDBG: \$5,000
	<b>Description</b>	Provide code enforcement on structures that are deteriorated to a point where such enforcement, together with public or private improvements, rehabilitation, or services to be provided may be expected to arrest the decline of the area.
	<b>Target Date</b>	9/30/2018
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	200 families located within the eligible areas.
	<b>Location Description</b>	CDBG eligible areas within the Eastside, Westside and Urban Core Redevelopment Areas.
	<b>Planned Activities</b>	Fund code enforcement activities within CDBG eligible areas in conjunction with other targeted revitalization strategies and activities.
<b>3</b>	<b>Project Name</b>	Demolition and Clearance of Unsafe Structures
	<b>Target Area</b>	Westside Redevelopment Plan Eastside Redevelopment Plan Urban Core Redevelopment Area Community Redevelopment Plan 2010 Income eligible Citywide
	<b>Goals Supported</b>	Code Enforcement
	<b>Needs Addressed</b>	Housing
	<b>Funding</b>	CDBG: \$42,182
	<b>Description</b>	Funds to provide direct assistance, to income eligible property owners, with the elimination of dilapidated, structurally unsound buildings. Funding will be used to address conditions of blight and decay; arrest the decline of property; and support revitalization of depressed neighborhoods. (Pre FY2015 Funds \$30,000)
	<b>Target Date</b>	9/30/2018
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Six eligible property owners.
	<b>Location Description</b>	Jurisdiction wide.



	<b>Planned Activities</b>	Fund demolition and clearance activities for income eligible property owners to address conditions of blight and decay; arrest the decline of property; and support revitalization of depressed neighborhoods.
4	<b>Project Name</b>	Public Service: Council on Aging of West Florida, Inc.
	<b>Target Area</b>	Income eligible Citywide
	<b>Goals Supported</b>	Public Service: Council on Aging of West Florida, Inc.
	<b>Needs Addressed</b>	Public Service
	<b>Funding</b>	CDBG: \$70,000
	<b>Description</b>	Provides direct services by delivering hot meals to elderly and disabled residents through the COA's Meals on Wheels and Senior Dining Site programs within the jurisdiction. These services would otherwise not be available. Funding provides 1:10 leverage for other critical state and federal funding.
	<b>Target Date</b>	9/30/2018
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Benefit approximately 740 elderly or disabled residents in the community.
	<b>Location Description</b>	Jurisdiction wide.
	<b>Planned Activities</b>	Funds will provide nutritional services to approximately 740 elderly or disabled residents in the jurisdiction through the Meals on Wheels and Senior Dining Site programs.
5	<b>Project Name</b>	Homebuyer and Foreclosure Prevention Counseling
	<b>Target Area</b>	Income eligible Citywide
	<b>Goals Supported</b>	Homebuyer and Foreclosure Prevention Counseling
	<b>Needs Addressed</b>	Public Service
	<b>Funding</b>	CDBG: \$28,000
	<b>Description</b>	Provides group and individual counseling and educational opportunities regarding home buying and foreclosure prevention through the City's Homebuyer's Club and Foreclosure Prevention Program.
	<b>Target Date</b>	9/30/2018

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	80 households assisted.
	<b>Location Description</b>	Eligible residents' jurisdiction wide.
	<b>Planned Activities</b>	Pre-purchase homeownership counseling, education, guidance, and support. Assist City residents with a goal of owning their own home and provide foreclosure prevention guidance, education, assistance in an effort to assist residents avoid foreclosure and retain homeownership. The program provides opportunities for individual and group counseling.
6	<b>Project Name</b>	Grant Administration and Management
	<b>Target Area</b>	Income eligible Citywide
	<b>Goals Supported</b>	Grant Administration and Management
	<b>Needs Addressed</b>	Housing Public Service Public Infrastructure
	<b>Funding</b>	CDBG: \$133,576
	<b>Description</b>	Provide funding to ensure proper fiscal and programmatic management of the various activities undertaken with grant funds. Includes personnel services and operational expenses.
	<b>Target Date</b>	9/30/2018
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Provides funding for staff support needed for grant administration
	<b>Location Description</b>	Jurisdiction wide.
	<b>Planned Activities</b>	Funds to administer the program to include personnel services and operating expenses.

## **AP-50 Geographic Distribution - 91.420, 91.220(f)**

### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

With the exception of one census tract (Census Tract 6), concentrations of minority families are found along the western boundary of the jurisdiction. Census tract 6 is located in the downtown urban area of the City. Many of these same census tracts have a poverty rate exceeding 30%.

### **Geographic Distribution**

<b>Target Area</b>	<b>Percentage of Funds</b>
Westside Redevelopment Plan	
Eastside Redevelopment Plan	
Urban Core Redevelopment Area	
Community Redevelopment Plan 2010	
Enterprise Zone Strategic Plan	
Income eligible Citywide	95

**Table 9 - Geographic Distribution**

### **Rationale for the priorities for allocating investments geographically**

The majority of assistance available under this plan will be targeted toward low income households across the jurisdiction. The need for housing rehabilitation is identified as a strategy in the redevelopment plans. Due to the age of the housing stock within the downtown area and in the adjoining neighborhoods, households with multiple housing problems are scattered throughout these areas. While there may not be a concentration of units in any one area of the City, units requiring some form of repair or rehabilitation can be identified in most neighborhoods throughout the City. Coupled with enhanced code enforcement and demolition/clearance efforts, housing rehabilitation supports the goal of community redevelopment. Public Services, are planned to assist income eligible residents with homeownership and foreclosure prevention counseling and nutritional services for elderly and special needs residents provided by Council on Aging of West Florida, Inc. throughout the jurisdiction.

### **Discussion**

While a specific geographic area is not prioritized within this plan, the City has identified several neighborhoods and associated commercial corridors in need of revitalization to include the Urban Core, Eastside, and Westside neighborhoods. To support, enhance, and leverage ongoing revitalization efforts in those areas, the City's Annual Action Plan allocates resources to these designated areas. Additionally, resources will be used to support eligible activities in income eligible areas of the City predominantly located on the northern and western jurisdictional boundary between Escambia County and the City. It is anticipated that activities may be completed in cooperation with Escambia County since numerous

County community redevelopment areas adjoin the City's boundary to the west and northwest.

It should be noted that needs in the identified areas far outpace the available and projected funding resources.



## **AP-85 Other Actions - 91.420, 91.220(k)**

### **Introduction**

The City plans to undertake projects and activities identified in this plan to address the needs of low/moderate income residents within the jurisdiction. This will be accomplished through continued cooperation with the Consortium lead agency to leverage the limited resources necessary to provide affordable housing, support suitable living environments, and provide economic opportunities throughout the jurisdiction.

### **Actions planned to address obstacles to meeting underserved needs**

The primary obstacle in meeting underserved needs is the lack of sufficient private and public funding. The City will continue to partner with other jurisdictions and agencies to address the jurisdiction's needs and leverage resources. To support reinvestment in the City and its many varied neighborhoods including the urban core and adjoining neighborhoods and other income qualifying areas, revitalization of distressed neighborhoods will be a priority through a host of projects that have been proposed within the associated redevelopment plans for these neighborhoods and will be supported through this plan where eligible.

### **Actions planned to foster and maintain affordable housing**

The level of housing need and associated housing problems is inverse to family income. Housing rehabilitation will continue to be of primary importance to sustain homeownership, preserve existing affordable housing inventory, and assure families are living in suitable conditions. The intent of leveraging the limited available funds is to meet the needs of the community as a whole. The City will continue to coordinate the preservation and development of affordable housing with Escambia County the Consortium lead.

### **Actions planned to reduce lead-based paint hazards**

The continued support of housing rehabilitation projects where lead based paint hazards are addressed will continue to reduce the presence of this hazard to area residents. Section 8 Housing Choice Voucher holders are encouraged to look for units in good repair which also diminishes the potential for exposure to lead based paint hazards. Much of the older housing stock in the City was impacted and subsequently demolished or renovated after the 2004 and 2005 storm seasons, which while in the case of losing units negatively impacted the availability of affordable housing, it also eliminated and/or addressed conditions in the older housing stock which would have presented lead-based paint hazards.

### **Actions planned to reduce the number of poverty-level families**

The plan supports programs which provide residents with tools to help themselves improve their

financial stability and should assist in reducing poverty level families. They will be served with new job opportunities and an enhanced quality of life. Credit and housing counseling, financial literacy and homeowner education for prospective homebuyers are programs that are currently in place. These programs offer residents a “step up” out of poverty as well as build wealth and skills so that residents can remove themselves from the debt cycle that plagues many low income families.

### **Actions planned to develop institutional structure**

The organizations identified in the plan reflect a strong community commitment to addressing the unmet needs of low/moderate income families and the underserved population in the area. Both the volunteer and paid staff provide a valuable resource for the community. The limited financial resources available do not come close to meeting the multitude of housing and community development needs identified in the plan. The City will continue to coordinate efforts through the Consortium and the CoC to identify opportunities to leverage funding from both the public and private sectors to expand the capacity of available resources and service delivery models.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

The City will continue to engage in community discussions which are leading to the development of outcome based goals promoting long term solutions. The local agencies tasked with providing social services continue to be underfunded and struggle to meet the growing demand for services and assistance. The City will continue to coordinate efforts through the Consortium and the CoC to identify opportunities to leverage funding from both the public and private sectors to expand the capacity of available resources and service delivery models. The City, as a member of the Consortium, supports the continued delivery of training and technical assistance for local not for profits and other interested agencies to assist with developing capacity in these agencies.

### **Discussion**

The intent is to leverage the limited available funds to meet the needs of the community as a whole. The City plans to continue the work of the past through the new planning period. Falling federal funding levels do not support bold new actions especially since the current programs are effective for the whole community. Continued coordination and any newly identified opportunities to address needs will be incorporated within future annual plans, when eligible and affordable.

## Program Specific Requirements

### AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

#### Introduction

The City generates approximately \$100,000 in program income annually from the Housing Rehabilitation activity.

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	100,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>100,000</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	95.00%



## **Discussion**

Historically, the City generates approximately \$100,000 in program income from the Housing Rehabilitation activity. These funds are receipted into IDIS and reallocated to support additional housing rehabilitation projects under this activity. Currently the jurisdiction does not make use of Section 108 loan funding, urban renewal settlement funding, funds returned to the line of credit, and/or income from float funded activities. The jurisdiction plans to continue using program income to enhance current funding levels under the Housing Rehabilitation activity to address unmet needs of low/moderate income families for affordable housing by sustaining and upgrading the existing housing stock within the community.



**Community Development Block Grant  
2017-2018 Annual Action Plan**

**City of Pensacola Reference Material**

Comprehensive Housing Affordability Strategy ("CHAS") data

Summary Level: City

Created on: June 20, 2017

Data for: Pensacola city, Florida

Year Selected: 2010-2014 ACS

Income Distribution Overview	Owner	Renter	Total	
Household Income less-than or= 30% HAMFI	1,005	1,835	2,840	
Household Income >30% to less-than or= 50% HAMFI	1,035	1,340	2,375	
Household Income >50% to less-than or= 80% HAMFI	1,645	2,045	3,690	
Household Income >80% to less-than or=100% HAMFI	1,350	795	2,145	
Household Income >100% HAMFI	8,095	2,920	11,015	
Total	13,125	8,935	22,060	
Housing Problems Overview 1	Owner	Renter	Total	
Household has at least 1 of 4 Housing Problems	3,265	4,285	7,550	
Household has none of 4 Housing Problems	9,785	4,410	14,195	
Cost burden not available, no other problems	80	240	320	
Total	13,125	8,935	22,060	
Severe Housing Problems Overview 2	Owner	Renter	Total	
Household has at least 1 of 4 Severe Housing Problems	1,535	1,960	3,495	
Household has none of 4 Severe Housing Problems	11,515	6,735	18,250	
Cost burden not available, no other problems	80	240	320	
Total	13,125	8,935	22,060	
Housing Cost Burden Overview 3	Owner	Renter	Total	
Cost Burden less-than or= 30%	9,850	4,495	14,345	
Cost Burden >30% to less-than or= 50%	1,755	2,370	4,125	
Cost Burden >50%	1,430	1,764	3,194	
Cost Burden not available	80	295	375	
Total	13,125	8,935	22,060	
Income by Housing Problems (Owners and Renters)	Household has at least 1 of 4 Housing Problems	Household has none of 4 Housing Problems	Cost Burden not available, no other housing problem	Total
Household Income less-than or= 30% HAMFI	2,200	320	320	2,840
Household Income >30% to less-than or= 50% HAMFI	1,785	590	0	2,375
Household Income >50% to less-than or= 80% HAMFI	1,970	1,715	0	3,690
Household Income >80% to less-than or= 100% HAMFI	640	1,505	0	2,145
Household Income >100% HAMFI	945	10,060	0	11,015
Total	7,550	14,195	320	22,060
Income by Housing Problems (Renters only)	Household has at least 1 of 4 Housing Problems	Household has none of 4 Housing Problems	Cost Burden not available, no other housing problem	Total
Household Income less-than or= 30% HAMFI	1,335	260	240	1,835
Household Income >30% to less-than or= 50% HAMFI	1,120	220	0	1,340
Household Income >50% to less-than or= 80% HAMFI	1,380	665	0	2,045
Household Income >80% to less-than or= 100% HAMFI	200	595	0	795
Household Income >100% HAMFI	245	2,670	0	2,920
Total	4,285	4,410	240	8,935
Income by Housing Problems (Owners only)	Household has at least 1 of 4 Housing Problems	Household has none of 4 Housing Problems	Cost Burden not available, no other housing problem	Total
Household Income less-than or= 30% HAMFI	865	60	80	1,005
Household Income >30% to less-than or= 50% HAMFI	665	370	0	1,035
Household Income >50% to less-than or= 80% HAMFI	590	1,050	0	1,645
Household Income >80% to less-than or= 100% HAMFI	440	910	0	1,350
Household Income >100% HAMFI	700	7,390	0	8,095
Total	3,265	9,785	80	13,125
Income by Cost Burden (Owners and Renters)	Cost burden > 30%	Cost burden > 50%	Total	
Household Income less-than or= 30% HAMFI	2,140	1,780	2,845	
Household Income >30% to less-than or= 50% HAMFI	1,770	940	2,375	

Household Income >50% to less-than or= 80% HAMFI	1,930	235	3,685
Household Income >80% to less-than or= 100% HAMFI	590	165	2,145
Household Income >100% HAMFI	900	80	11,010
Total	7,330	3,200	22,060
Income by Cost Burden (Renters only)	Cost burden > 30%	Cost burden > 50%	Total
Household Income less-than or= 30% HAMFI	1,275	1,080	1,835
Household Income >30% to less-than or= 50% HAMFI	1,105	610	1,340
Household Income >50% to less-than or= 80% HAMFI	1,340	45	2,045
Household Income >80% to less-than or= 100% HAMFI	195	25	795
Household Income >100% HAMFI	219	4	2,920
Total	4,134	1,764	8,935
Income by Cost Burden (Owners only)	Cost burden > 30%	Cost burden > 50%	Total
Household Income less-than or= 30% HAMFI	865	700	1,005
Household Income >30% to less-than or= 50% HAMFI	665	330	1,035
Household Income >50% to less-than or= 80% HAMFI	590	190	1,645
Household Income >80% to less-than or= 100% HAMFI	385	135	1,350
Household Income >100% HAMFI	680	75	8,095
Total	3,185	1,430	13,125

1. The four housing problems are: incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 30%.
2. The four severe housing problems are: incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 50%.
3. Cost burden is the ratio of housing costs to household income. For renters, housing cost is gross rent (contract rent plus utilities). For owners, housing cost is "select monthly owner costs", which includes mortgage payment, utilities, association fees, insurance, and real estate taxes.



DP04

SELECTED HOUSING CHARACTERISTICS

2011-2015 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

**Tell us what you think.** Provide feedback to help make American Community Survey data more useful for you.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

A processing error was found in the Year Structure Built estimates since data year 2008. For more information, please see the errata note #110.

Subject	Pensacola city, Florida			
	Estimate	Margin of Error	Percent	Percent Margin of Error
<b>HOUSING OCCUPANCY</b>				
Total housing units	25,523	+/-710	25,523	(X)
Occupied housing units	22,103	+/-612	86.6%	+/-1.7
Vacant housing units	3,420	+/-468	13.4%	+/-1.7
Homeowner vacancy rate	3.0	+/-1.1	(X)	(X)
Rental vacancy rate	9.6	+/-2.7	(X)	(X)
<b>UNITS IN STRUCTURE</b>				
Total housing units	25,523	+/-710	25,523	(X)
1-unit, detached	17,677	+/-638	69.3%	+/-1.7
1-unit, attached	602	+/-152	2.4%	+/-0.6
2 units	1,144	+/-224	4.5%	+/-0.9
3 or 4 units	1,142	+/-251	4.5%	+/-1.0
5 to 9 units	1,185	+/-226	4.6%	+/-0.9
10 to 19 units	1,316	+/-288	5.2%	+/-1.1
20 or more units	2,309	+/-306	9.0%	+/-1.2
Mobile home	148	+/-68	0.6%	+/-0.3
Boat, RV, van, etc.	0	+/-31	0.0%	+/-0.2
<b>YEAR STRUCTURE BUILT</b>				
Total housing units	25,523	+/-710	25,523	(X)
Built 2014 or later	17	+/-27	0.1%	+/-0.1
Built 2010 to 2013	179	+/-78	0.7%	+/-0.3
Built 2000 to 2009	1,722	+/-227	6.7%	+/-0.8
Built 1990 to 1999	2,266	+/-309	8.9%	+/-1.2
Built 1980 to 1989	4,194	+/-385	16.4%	+/-1.4
Built 1970 to 1979	4,940	+/-445	19.4%	+/-1.7
Built 1960 to 1969	3,396	+/-329	13.3%	+/-1.3

Subject	Pensacola city, Florida			
	Estimate	Margin of Error	Percent	Percent Margin of Error
Built 1950 to 1959	4,228	+/-376	16.6%	+/-1.4
Built 1940 to 1949	1,852	+/-264	7.3%	+/-1.0
Built 1939 or earlier	2,729	+/-308	10.7%	+/-1.2
<b>ROOMS</b>				
Total housing units	25,523	+/-710	25,523	(X)
1 room	347	+/-130	1.4%	+/-0.5
2 rooms	492	+/-130	1.9%	+/-0.5
3 rooms	2,308	+/-348	9.0%	+/-1.3
4 rooms	4,511	+/-418	17.7%	+/-1.6
5 rooms	5,493	+/-400	21.5%	+/-1.5
6 rooms	4,908	+/-520	19.2%	+/-1.9
7 rooms	3,521	+/-269	13.8%	+/-1.1
8 rooms	2,024	+/-238	7.9%	+/-0.9
9 rooms or more	1,919	+/-233	7.5%	+/-0.9
Median rooms	5.4	+/-0.2	(X)	(X)
<b>BEDROOMS</b>				
Total housing units	25,523	+/-710	25,523	(X)
No bedroom	347	+/-130	1.4%	+/-0.5
1 bedroom	2,864	+/-364	11.2%	+/-1.3
2 bedrooms	7,867	+/-521	30.8%	+/-1.9
3 bedrooms	10,655	+/-597	41.7%	+/-2.1
4 bedrooms	3,297	+/-364	12.9%	+/-1.4
5 or more bedrooms	493	+/-115	1.9%	+/-0.4
<b>HOUSING TENURE</b>				
Occupied housing units	22,103	+/-612	22,103	(X)
Owner-occupied	12,988	+/-521	58.8%	+/-1.9
Renter-occupied	9,115	+/-517	41.2%	+/-1.9
Average household size of owner-occupied unit	2.45	+/-0.08	(X)	(X)
Average household size of renter-occupied unit	2.23	+/-0.13	(X)	(X)
<b>YEAR HOUSEHOLDER MOVED INTO UNIT</b>				
Occupied housing units	22,103	+/-612	22,103	(X)
Moved in 2015 or later	466	+/-142	2.1%	+/-0.6
Moved in 2010 to 2014	6,960	+/-525	31.5%	+/-2.2
Moved in 2000 to 2009	7,264	+/-571	32.9%	+/-2.5
Moved in 1990 to 1999	3,155	+/-306	14.3%	+/-1.3
Moved in 1980 to 1989	1,676	+/-237	7.6%	+/-1.0
Moved in 1979 and earlier	2,582	+/-251	11.7%	+/-1.1
<b>VEHICLES AVAILABLE</b>				
Occupied housing units	22,103	+/-612	22,103	(X)
No vehicles available	2,000	+/-257	9.0%	+/-1.1
1 vehicle available	9,455	+/-480	42.8%	+/-1.8
2 vehicles available	8,031	+/-476	36.3%	+/-1.9
3 or more vehicles available	2,617	+/-272	11.8%	+/-1.2
<b>HOUSE HEATING FUEL</b>				
Occupied housing units	22,103	+/-612	22,103	(X)
Utility gas	5,923	+/-362	26.8%	+/-1.5
Bottled, tank, or LP gas	191	+/-85	0.9%	+/-0.4
Electricity	15,912	+/-580	72.0%	+/-1.6
Fuel oil, kerosene, etc.	6	+/-10	0.0%	+/-0.1
Coal or coke	0	+/-31	0.0%	+/-0.2
Wood	6	+/-9	0.0%	+/-0.1
Solar energy	0	+/-31	0.0%	+/-0.2

Subject	Pensacola city, Florida			
	Estimate	Margin of Error	Percent	Percent Margin of Error
Other fuel	16	+/-25	0.1%	+/-0.1
No fuel used	49	+/-38	0.2%	+/-0.2
<b>SELECTED CHARACTERISTICS</b>				
Occupied housing units	22,103	+/-612	22,103	(X)
Lacking complete plumbing facilities	30	+/-28	0.1%	+/-0.1
Lacking complete kitchen facilities	205	+/-110	0.9%	+/-0.5
No telephone service available	677	+/-171	3.1%	+/-0.8
<b>OCCUPANTS PER ROOM</b>				
Occupied housing units	22,103	+/-612	22,103	(X)
1.00 or less	21,935	+/-619	99.2%	+/-0.4
1.01 to 1.50	95	+/-66	0.4%	+/-0.3
1.51 or more	73	+/-55	0.3%	+/-0.3
<b>VALUE</b>				
Owner-occupied units	12,988	+/-521	12,988	(X)
Less than \$50,000	739	+/-141	5.7%	+/-1.1
\$50,000 to \$99,999	3,103	+/-332	23.9%	+/-2.3
\$100,000 to \$149,999	2,989	+/-351	23.0%	+/-2.5
\$150,000 to \$199,999	2,241	+/-229	17.3%	+/-1.7
\$200,000 to \$299,999	1,983	+/-250	15.3%	+/-1.8
\$300,000 to \$499,999	1,356	+/-194	10.4%	+/-1.4
\$500,000 to \$999,999	502	+/-122	3.9%	+/-0.9
\$1,000,000 or more	75	+/-40	0.6%	+/-0.3
Median (dollars)	142,400	+/-7,288	(X)	(X)
<b>MORTGAGE STATUS</b>				
Owner-occupied units	12,988	+/-521	12,988	(X)
Housing units with a mortgage	7,255	+/-491	55.9%	+/-2.8
Housing units without a mortgage	5,733	+/-399	44.1%	+/-2.8
<b>SELECTED MONTHLY OWNER COSTS (SMOC)</b>				
Housing units with a mortgage	7,255	+/-491	7,255	(X)
Less than \$500	111	+/-55	1.5%	+/-0.7
\$500 to \$999	2,074	+/-298	28.6%	+/-3.6
\$1,000 to \$1,499	2,425	+/-265	33.4%	+/-3.1
\$1,500 to \$1,999	1,386	+/-239	19.1%	+/-2.8
\$2,000 to \$2,499	429	+/-108	5.9%	+/-1.4
\$2,500 to \$2,999	373	+/-102	5.1%	+/-1.4
\$3,000 or more	457	+/-120	6.3%	+/-1.6
Median (dollars)	1,252	+/-56	(X)	(X)
Housing units without a mortgage	5,733	+/-399	5,733	(X)
Less than \$250	563	+/-109	9.8%	+/-1.8
\$250 to \$399	1,784	+/-222	31.1%	+/-3.2
\$400 to \$599	1,817	+/-250	31.7%	+/-3.9
\$600 to \$799	842	+/-143	14.7%	+/-2.4
\$800 to \$999	450	+/-153	7.8%	+/-2.5
\$1,000 or more	277	+/-100	4.8%	+/-1.7
Median (dollars)	450	+/-19	(X)	(X)
<b>SELECTED MONTHLY OWNER COSTS AS A PERCENTAGE OF HOUSEHOLD INCOME (SMOCAPI)</b>				
Housing units with a mortgage (excluding units where SMOCAPI cannot be computed)	7,255	+/-491	7,255	(X)
Less than 20.0 percent	2,984	+/-311	41.1%	+/-3.1
20.0 to 24.9 percent	1,187	+/-198	16.4%	+/-2.6
25.0 to 29.9 percent	944	+/-202	13.0%	+/-2.6
30.0 to 34.9 percent	567	+/-155	7.8%	+/-2.0



Subject	Pensacola city, Florida			
	Estimate	Margin of Error	Percent	Percent Margin of Error
35.0 percent or more	1,573	+/-213	21.7%	+/-2.7
Not computed	0	+/-31	(X)	(X)
Housing unit without a mortgage (excluding units where SMOCAPI cannot be computed)	5,653	+/-406	5,653	(X)
Less than 10.0 percent	2,053	+/-235	36.3%	+/-3.4
10.0 to 14.9 percent	1,349	+/-205	23.9%	+/-3.2
15.0 to 19.9 percent	653	+/-160	11.6%	+/-2.6
20.0 to 24.9 percent	471	+/-121	8.3%	+/-2.1
25.0 to 29.9 percent	162	+/-73	2.9%	+/-1.3
30.0 to 34.9 percent	146	+/-62	2.6%	+/-1.1
35.0 percent or more	819	+/-186	14.5%	+/-3.1
Not computed	80	+/-50	(X)	(X)
<b>GROSS RENT</b>				
Occupied units paying rent	8,715	+/-507	8,715	(X)
Less than \$500	956	+/-167	11.0%	+/-1.8
\$500 to \$999	5,314	+/-471	61.0%	+/-3.8
\$1,000 to \$1,499	1,985	+/-318	22.8%	+/-3.5
\$1,500 to \$1,999	260	+/-102	3.0%	+/-1.2
\$2,000 to \$2,499	161	+/-101	1.8%	+/-1.2
\$2,500 to \$2,999	3	+/-5	0.0%	+/-0.1
\$3,000 or more	36	+/-30	0.4%	+/-0.3
Median (dollars)	851	+/-21	(X)	(X)
No rent paid	400	+/-121	(X)	(X)
<b>GROSS RENT AS A PERCENTAGE OF HOUSEHOLD INCOME (GRPI)</b>				
Occupied units paying rent (excluding units where GRPI cannot be computed)	8,444	+/-487	8,444	(X)
Less than 15.0 percent	860	+/-178	10.2%	+/-2.1
15.0 to 19.9 percent	885	+/-201	10.5%	+/-2.3
20.0 to 24.9 percent	1,469	+/-236	17.4%	+/-2.7
25.0 to 29.9 percent	973	+/-229	11.5%	+/-2.6
30.0 to 34.9 percent	909	+/-207	10.8%	+/-2.4
35.0 percent or more	3,348	+/-326	39.6%	+/-2.9
Not computed	671	+/-170	(X)	(X)

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

Households not paying cash rent are excluded from the calculation of median gross rent.

Telephone service data are not available for certain geographic areas due to problems with data collection. See Errata Note #93 for details.

While the 2011-2015 American Community Survey (ACS) data generally reflect the February 2013 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates

Explanation of Symbols:

1. An '\*\*' entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An '-' entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An '-' following a median estimate means the median falls in the lowest interval of an open-ended distribution.
4. An '+' following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An '\*\*' entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
6. An '\*\*\*\*\*' entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
7. An 'N' entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
8. An '(X)' means that the estimate is not applicable or not available.

# **Escambia Consortium FY 2017-2018 Annual Action Plan**

## **Citizen Participation**

Meeting Advertisements

Meeting Minutes

# PENSACOLA News Journal

pnj.com

Classified Ad Receipt  
(For Info Only - NOT A BILL)

**Customer:** ESC CO COMMISSIONERS/LEGALS  
**Address:** 221 PALAFOX PL  
PENSACOLA FL 32502  
USA

**Ad No.:** 0001948985  
**Pymt Method:** Invoice  
**Net Amt:** \$251.78

**Run Times:** 1

**No. of Affidavits:** 1

**Run Dates:** 02/23/17

**Text of Ad:**

**PUBLIC NOTICE**

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, and Santa Rosa County, Florida, announces initiation of the public participation process that will facilitate the preparation of the 2017/18 Annual Housing and Community Development Plan for the period October 1, 2017 - September 30, 2018. This process serves as a collaborative tool for the community by identifying or updating existing conditions in the Consortium's member jurisdictions with respect to housing and community development needs, goals and objectives.

The Consortium's 2017/18 Annual Plan for Housing and Community Development will identify the community's housing and community development priorities, and target strategies to address priorities established in the 2015-19 Escambia Consortium Consolidated Plan which will be implemented during the next Federal Fiscal Year. The 2017/18 Annual Plan, when complete, will denote the Escambia Consortium's action plan for the utilization of resources provided through the FY 2017 Community Development Block Grant, FY 2017 HOME Investment Partnerships Act, FY 2017 Emergency Solutions Grant, and other HUD programs designed to address housing and community development needs.

TWO PUBLIC HEARINGS are being sponsored by the Consortium to afford citizens the opportunity to provide input and recommendations regarding assisted housing, housing related needs/priorities, supportive housing needs, and non housing community development needs within the Consortium. The TWO public hearings concerning the development of the Annual Plan will be held at 5:30 P.M. on Tuesday, March 7, 2017, in Pensacola Housing Office, Conference Room, 420 West Chase Street, Pensacola, Florida; and at 9:00 A.M. on Thursday, March 9, 2017, in the Santa Rosa County Public Services Building, Media Room, 6051 Old Bagdad Highway, Milton, Florida.

In accordance with the Americans with Disabilities Act, any person needing accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should contact 858-0350 (City) or 595-4947 (County) at least 72 hours in advance of the event in order to allow time to provide the requested services.

In addition to direct input provided during the public hearings, written comments or input regarding local housing needs or priorities will be accepted through March 31, 2017, and may be submitted to: Escambia Consortium, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 or via NED@myescambia.com. For further information, contact Meredith Reeves at 595-0022 (Escambia County), Marcie Whitaker at 858-0350 (City of Pensacola), or Erin Malbeck at 981-7076 (Santa Rosa County).

D.B. Underhill, Chair Escambia County Board of County Commissioners	Ashton J. Hayward, III Mayor City of Pensacola	Rob Williamson, Chair Santa Rosa County Board of County Commissioners
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Legal No. 1948985 1T February 23, 2017

**Transportation**

02 Chevrolet Equinox	\$7,995
03 Ford Truck F-150 SuperCab 145" XL 4WD	\$7,995
06 Nissan Truck Pathfinder SE 2WD	\$7,995
09 Mitsubishi Outlander 2WD 4DR SE	\$7,995
05 Chevrolet Suburban Truck 4DR 2WD 1960	\$7,995
09 Toyota Prius 4DR II	\$7,995
10 Chevrolet Silverado 1500 Reg Cab 2WD 133 WU	\$8,995
03 Toyota Truck Tundra Access Cab V6 4D	\$8,995
08 Chevrolet Truck Tahoe 4DR 2WD	\$8,995
06 BMW 3 Series 4DR SDN	\$8,995
08 BMW 525i 525i 4DR SDN 1W	\$8,995
06 Nissan Truck Xterra 2DR SE V6 Auto 2WD	\$8,995
04 Chevrolet Truck Colorado Crew Cab 2WD	\$8,995
07 GMC Envoy 4DR 2WD	\$8,995
07 Hyundai Veracruz FWD 4DR GLS	\$8,995
12 Chrysler 200 4DR SDN LX	\$8,995
07 Pontiac G6 2DR Conv GT	\$8,995
08 Dodge Grand Caravan Van SXT	\$8,995
14 Chevrolet Sonic 4DR HR LS	\$9,995
04 Dodge Truck RAM 1500 Quad 140" WB 4X	\$9,995
04 Mercedes-Benz E-Class 4DR SDN	\$9,995
06 Dodge Truck RAM 1500 Quad 140" WB 4x2 SLT	\$9,995
08 Honda Pilot 5DR 2WD SE AT	\$10,995
16 Chevrolet Sonic 4DR SDN LS	\$10,995
08 Chevy Truck Suburban 4DR 2WD 1500	\$10,995
13 Dodge Avenger 4DR SDN SE	\$10,995
05 Chevy Silverado 1500 Crew Cab 143" WB 1	\$10,995

**CARS**

16 Chrysler 200 4dr LTD AT, A/C, Leather, Loaded	\$14,995
13 Ford Fusion 4dr Titanium Hybrid, AT, A/C, Leather, Loaded	\$14,995
15 VW Golf 4dr Hatchback AT, A/C, Loaded, Great MPG	\$14,995
07 Jeep Wrangler Unlimited 4dr V6 A/C, Alloy, Hard Top	\$14,995
08 Lexus GS 350 4dr AT, Leather, Roof, 54k miles	\$15,995
12 Dodge Charger SXT 4dr AT, A/C, Alloys, Leather, Loaded	\$16,995
14 Toyota RAV4 XLE 4dr AT, A/C, Alloys, Loaded	\$16,995
14 Chevy Equinox 4dr SUV AT, A/C, Alloys, Leather, Loaded	\$17,995
11 Honda Ridgeline 4dr Truck, AT, A/C, Alloys, Loaded	\$17,995
14 Toyota FR 5 CPE AT, A/C, Alloy, Loaded, 29k miles	\$17,995
07 GMC Denali 4dr SUV AT, DVD, Roof, Leather, Nav, Loaded	\$18,995
13 VW GTI 4dr VW Certified, AT, A/C, Alloys, Loaded	\$18,995
13 Honda CRV EX-L 4dr AT, Leather, Roof, Nav, Loaded	\$19,995
14 Volvo S60 T5 Plat 4dr AT, A/C, Leather, Alloys, Loaded	\$19,995
16 Ford Focus Hatch S1 6 Spd, Alloys, 31k miles, Loaded	\$22,995
11 Toyota Tundra Crew 4x4, AT, A/C, Alloy, Loaded	\$23,995
16 VW CC Sport 4dr AT, Alloys, Leather, Certified	\$23,995
13 Infiniti G37 CPE AT, Leather, Nav, Roof, 31k miles	\$23,995
16 VW CC Sport 4dr AT, Alloys, V6, Certified, Low Miles	\$23,995
12 Jeep Wrangler 4x4 AT, A/C, Alloys, 27k miles	\$25,995
13 Cadillac CT5 Cpl AT, A/C, Nav, Roof, Loaded	\$27,995
12 GMC Sierra Crew Cab S17 527,995 AT, Leather, Chrome Wheels, 42k mi	\$27,995
12 Toyota Tundra Crew LTD 4X4 AT, V8, Leather, Roof, Nav	\$29,995

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**CARS**

Legal No. 1949033 1T February 23, 2017

**PUBLIC NOTICE**

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, and Santa Rosa County, Florida, announces initiation of the public participation process that will facilitate the preparation of the 2017/18 Annual Housing and Community Development Plan for the period October 1, 2017 - September 30, 2018. This process serves as a collaborative tool for the community by identifying or updating existing conditions in the Consortium's member jurisdictions with respect to housing and community development needs, goals and objectives.

The Consortium's 2017/18 Annual Plan for Housing and Community Development will identify the community's housing and community development priorities, and target strategies to address priorities established in the 2015-19 Escambia Consortium Consolidated Plan which will be implemented during the next Federal Fiscal Year. The 2017/18 Annual Plan, when complete, will denote the Consortium's action plan for the utilization of resources provided through the FY 2017 Community Development Block Grant, FY 2017 HOME Investment Partnerships Act, FY 2017 Emergency Solutions Grant, and other HUD programs designed to address housing and community development needs.

TWO PUBLIC HEARINGS are being sponsored by the Consortium to afford citizens the opportunity to provide input and recommendations regarding assisted housing, housing-related needs/priorities, supportive housing needs, and non-housing community development needs within the Consortium. The TWO public hearings concerning the development of the Annual Plan will be held at 5:30 P.M. on Tuesday, March 7, 2017, in Pensacola, Florida, and at 9:00 A.M. on Thursday, March 9, 2017, in the Santa Rosa County Public Services Building, Media Room, 6051 Old Bagdad Highway, Milton, Florida.

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In addition to direct input provided during the public hearings, written comments or input regarding local housing needs or priorities will be accepted through March 31, 2017, and may be submitted to: Escambia Consortium, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 or via NED@myescambia.com. For further information, contact Meredith Reeves at 595-0022 (Escambia County), Marcie Whitaker at 850-0350 (City of Pensacola), or Erin Malbeck at 981-7076 (Santa Rosa County).

D.B. Underhill, Chair  
Escambia County  
Board of County  
Commissioners

Ashton J. Hayward, III  
Mayor  
City of Pensacola

Rob Williamson, Chair  
Santa Rosa County  
Board of County  
Commissioners

Legal No. 1948985 1T February 23, 2017

# PENSACOLA News Journal

pnj.com

**Classified Ad Receipt**  
(For Info Only - NOT A BILL)

**Customer:** ESC CO COMMISSIONERS/LEGALS  
**Address:** 221 PALAFOX PL  
PENSACOLA FL 32502  
USA

**Ad No.:** 0002167852  
**Pymt Method:** Invoice  
**Net Amt:** \$1,629.86

**Run Times:** 1

**No. of Affidavits:** 1

**Run Dates:** 05/27/17

**Text of Ad:**

**PUBLIC NOTICE**  
**ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY**

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2017/2018 Annual Housing and Community Development Plan for the period October 1, 2017 - September 30, 2018. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2017/2018 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Solutions Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the area median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2017 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola Housing Office 420 West Chase Street Pensacola, Florida (Closed on Fridays)	Escambia County Neighborhood Enterprise Division Suite 200 221 Palafox Place Pensacola, Florida
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Housing Programs Office  
 Santa Rosa County Public Services Complex  
 6051 Old Bagdad Highway  
 Milton, Florida

**ESCAMBIA CONSORTIUM, FLORIDA**  
**ANNUAL ACTION PLAN SUMMARY**  
(October 1, 2017 - September 30, 2018)

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2017 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG) funding which is detailed as follows. All the proposed activities' budgets will be proportionally increased or decreased from the estimated funding levels in accordance with grant requirements or as noted below to match actual allocation amounts.

**ESCAMBIA COUNTY**  
**2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**  
**PROPOSED BUDGET AND ACTIVITIES**

**HOUSING REHABILITATION:**  
 Housing Rehabilitation Program (General) \$426,439\*  
 Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 8-10 substandard homeowner occupied units, including lead based paint assessment and abatement, and other related program operating cost, including program administration. Funds may also be

Used to provide for sanitary sewer connection assistance, energy improvements, weatherization and storm protection/mitigation improvements, and other applicable improvements. (Unincorporated Escambia County)

\*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is \$10,000). (Unincorporated Escambia County)

**ADMINISTRATION/PLANNING:**

General Grant Administration/Management \$284,034  
Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs.

Escambia County Community Redevelopment Agency \$17,500  
Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County.

**PUBLIC SERVICES:**

Council on Aging of West Florida, Inc. \$47,000  
Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

Title Clearance \$45,000  
Funds will support legal services to clear title for 20-25 low or moderate income clients in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County/City rehabilitation programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow clients to gain and maintain ownership of their homes. Priority may be given to clients in County or City CRA areas.

Foreclosure Prevention Education and Counseling \$15,500  
Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

Fair Housing \$84,265  
Support ongoing Community Development Block Grant Fair Housing initiatives in the community. (\$18,500 to be funded from administrative funds and \$65,765 from Public Services)

Transit Program \$20,000  
Pilot program to support reduced fares for elderly, disabled and/or low income riders to expand transportation service in the north end of the County. Should HUD funding allocation be less than indicated in the totals below, this program may be reduced or not provided in order not to exceed the CDBG cap on public services.

**DEMOLITION/CLEARANCE:**

Demolition/Clearance of Unsafe Structures or Properties \$75,000  
Funds will be used to provide direct assistance for demolition/clearance for income eligible property owners to eliminate dilapidated, structurally unsound buildings and/or abandoned lots/properties in the unincorporated County. Remaining funds may be used in designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas and Century.

**PUBLIC FACILITIES AND IMPROVEMENTS:**

County Facility Handicapped Accessibility Improvement Project \$295,932  
Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. Funding to support improvements to Century Volunteer Fire Department, Sheriff's Evidence Storage, Government Complex Office, Wildlife Sanctuary, Belview Athletic Park, Cantonment Athletic Park, and/or Brent Athletic Park. May be used to support PD 16-17.034 if needed. (Countywide)

**CRA Neighborhood Improvement Project Enhancements**

\$305,000  
Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible areas.

TOTAL 2017 ESCAMBIA COUNTY CDBG FUNDS PROJECTED \$1,615,670  
=====

**CITY OF PENSACOLA  
2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
PROPOSED BUDGET AND ACTIVITIES**

**HOUSING REHABILITATION:**

Housing Rehabilitation Loan/Grant Programs \$424,792\*

Funds to repair and/or rehabilitate owner-occupied houses; to provide for structural modifications and the removal of architectural barriers to accommodate the needs of persons with disabilities; to provide for the federally mandated evaluation and control of lead based paint hazards for projects with a house constructed prior to 1978; and to provide for administrative costs of this program and other related housing rehabilitation/repair activities. Funding will provide for the rehabilitation/repair of 15-20 owner occupied housing units. The program is available to low and moderate income persons occupying their

homestead residence within the corporate limits of the City of Pensacola. (Pre FY2015 Funds \$150,000)

\*All program income from housing rehabilitation loans will be used to rehabilitate and/or repair homeowner occupied units for low and moderate income families located within the corporate limits of the City of Pensacola (estimated program income is \$100,000).

Code Enforcement \$5,000

Funds to provide code enforcement within the CDBG target area where such enforcement, together with public or private improvements, rehabilitation, or services to be provided, may be expected to arrest the decline of the area. Code enforcement will be conducted within targeted low and moderate income areas within the CDBG Target Area.

Demolition and Clearance of Unsafe Structures \$10,000

Funds to provide direct assistance, to income eligible property owners, with the elimination of dilapidated, structurally unsound buildings. Funding will be used to address conditions of blight and decay; arrest the decline of property; and support revitalization of depressed neighborhoods. (Pre FY2015 Funds \$30,000)

**PUBLIC SERVICES:**

Council on Aging of West Florida, Inc. (COA) \$70,000

Funds will provide approximately 16,000 meals through the Senior Dining Sites and Meals on Wheels Programs to low and moderate income elderly, disabled, and/or handicapped residents residing within the City limits which otherwise would not be available. The Meals on Wheels program delivers nutritionally balanced meals to homebound, functionally impaired adults. The Senior Dining Sites Program provides nutritional meals to eligible adult recipients at five sites located within the City and also an element of socialization and recreation. The five sites are the Fricker Resource Center, E. S. Cobb Resource Center, Bayview Senior Resource Center, Westminster Village, and Council on Aging office. These funds provide direct services. CDBG funds received from the City are utilized by COA as 1:10 leverage for other critical federal and state funding for which COA would most likely be unable to apply. The City has funded COA for over two decades.

Homebuyer and Foreclosure Prevention Education and Counseling \$31,490

Pre-purchase homeownership counseling, education, guidance and support for lower income (80% or below of area median income) residents with a goal of owning their own home (Homebuyer's Club). Foreclosure prevention guidance, education and assistance is provided in an effort to assist Pensacola residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided under both programs.

**PROGRAM PLANNING AND ADMINISTRATION:**

General Grant Administration/Management \$135,320

Funds to administer the City's CDBG Program which includes personnel services and operating expenses.

Projected FY 2017-2018 CDBG Grant Allocation \$ 676,602  
Pre FY 2015 Funds \$ 180,000

TOTAL ESTIMATED FY 2017-2018 CDBG PROPOSED BUDGET \$ 856,602

**ESCAMBIA CONSORTIUM  
2017-2018 HOME INVESTMENT PARTNERSHIPS ACT (HOME)  
PROPOSED BUDGET AND ACTIVITIES  
FOR MEMBER JURISDICTIONS**

**FUNDING**

ESCAMBIA COUNTY:  
SUBSTANTIAL HOUSING REHABILITATION/  
RECONSTRUCTION \$391,500

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 3-4 severely substandard homeowner occupied housing units. (Escambia County)

CITY OF PENSACOLA:  
SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION \$108,000

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. (City of Pensacola)

SANTA ROSA COUNTY:  
SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION \$80,000

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. (Santa Rosa County)

HOMEBUYER ASSISTANCE \$95,500

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 7-8 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):  
HOUSING DEVELOPMENT (CHDO SET-ASIDE) \$135,000

Provide low interest and/or deferred loan assistance to designated Community Housing Development Organizations (CHDO's) for development of affordable single family units (5-10 units) for homeownership or affordable rental units (2 units) either through new construction or acquisition and rehab of substandard units.



ADMINISTRATION/MANAGEMENT (JOINT)	\$90,000
Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.	
2017 HOME Funds Available to the Consortium (HUD Required Local match provided through SHIP funds and carry forward match balance)	\$900,000
<b>TOTAL 2017 HOME FUNDS PROJECTED</b>	<b>\$900,000</b> =====

**ESCAMBIA COUNTY  
2017-2018 EMERGENCY SOLUTIONS GRANT (ESG)  
PROPOSED BUDGET AND ACTIVITIES**

<b>EMERGENCY SHELTER/OPERATIONS</b>	<b>\$88,801</b>
Provides funding to partially support operational costs of the Loaves and Fishes Soup Kitchen, Inc. Homeless Center and Emergency Shelter for families. (257 East Lee Street, Pensacola, Florida)	
<b>RAPID RE-HOUSING &amp; HOMELESS PREVENTION</b>	<b>\$33,101</b>
Provides funding, based on Continuum of Care priorities, for: (1) Rapid Re-housing for individuals/families with incomes below 30% of median; and (2) homelessness prevention for individuals/ families with incomes below 30% of median.	
<b>HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)</b>	<b>\$15,000</b>
Costs related to the administration of the HMIS database by the EscaRosa Coalition on the Homeless, including software and licensing costs and other eligible costs as outlined by 24 CFR 576.107.	
<b>ADMINISTRATION</b>	<b>\$11,100</b>
Administrative Cost (7.5%): \$3663 to EscaRosa Coalition on the Homeless Project Management and/or HMIS and \$7437 to Escambia County Indirect Cost.	
<b>TOTAL 2017 ESG FUNDS PROJECTED</b>	<b>\$148,002</b> =====

TWO PUBLIC HEARINGS are being sponsored by the Consortium to afford citizens the opportunity to review, comment and/or provide input regarding the content of this Notice and/or the draft 2017/2018 Annual Plan. The hearings will be held at 9:00 A.M. (CST) on May 31, 2017, at the Santa Rosa County Public Services Complex, Public Services Media Room, 6051 Old Bagdad Hwy, Milton, Florida and at 5:30 P.M. (CST) on June 6, 2017, at the Pensacola Housing Office, 420 West Chase Street, Pensacola, Florida. All interested citizens are urged to attend and participate.

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In addition to direct input provided during the public hearings, written comments or input regarding local housing needs or priorities will be accepted through June 15, 2017, and may be submitted to: Escambia Consortium, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 or via NED@myescambia.com. For further information, contact Meredith Reeves at 595-4968 (Escambia County), Marcie Whitaker at 858-0323 (City of Pensacola), or Erin Malbeck at 981-7076 (Santa Rosa County).

D.B. Underhill Chairman, Escambia County Board of County Commissioners	Ashton J. Hayward, III Mayor City of Pensacola	Rob Williamson Chairman, Santa Rosa County Board of County Commissioners
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**PUBLIC NOTICE  
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The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2017/2018 Annual Housing and Community Development Plan for the period October 1, 2017 - September 30, 2018. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2017/2018 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Solutions Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the area median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50 - 80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by federal or state regulations and/or financial resources. The draft 2017 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M.; Monday through Friday:

City of Pensacola Housing Office 420 West Chase Street Pensacola, Florida (Closed on Fridays)	Escambia County Neighborhood Enterprise Division Suite 200 221 Palafox Place Pensacola, Florida
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Housing Programs Office  
Santa Rosa County Public Services Complex  
6051 Old Baghdad Highway  
Milton, Florida

**ESCAMBIA CONSORTIUM, FLORIDA  
ANNUAL ACTION PLAN SUMMARY  
(October 1, 2017 - September 30, 2018)**

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2017 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG) funding which is detailed as follows: All the proposed activities' budgets will be proportionally increased or decreased from the estimated funding levels in accordance with grant requirements or as noted below to match actual allocation amounts.

**ESCAMBIA COUNTY  
2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
PROPOSED BUDGET AND ACTIVITIES**

**HOUSING REHABILITATION:**  
**Housing Rehabilitation Program (General) \$426,439\***  
Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 8-10 substandard homeowner occupied units, including lead based paint assessment and abatement, and other related program operating cost, including program administration. Funds may also be used to provide for sanitary sewer connection assistance, energy improvements, weatherization and storm protection/mitigation improvements, and other applicable improvements. (Unincorporated Escambia County)

\*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is \$10,000). (Unincorporated Escambia County)

**ADMINISTRATION/PLANNING:**  
**General Grant Administration/Management \$284,034**  
Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs.

**Escambia County Community Redevelopment Agency \$17,500**  
Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County.

**PUBLIC SERVICES:**

\*All program income from housing rehabilitation loans will be used to rehabilitate and/or repair homeowner occupied units for low and moderate income families located within the corporate limits of the City of Pensacola (estimated program income is \$100,000).

**Code Enforcement \$5,000**

Funds to provide code enforcement within the CDBG target area where such enforcement, together with public or private improvements, rehabilitation, or services to be provided, may be expected to arrest the decline of the area. Code enforcement will be conducted within targeted low and moderate income areas within the CDBG target Area.

**Demolition and Clearance of Unsafe Structures \$10,000**

Funds to provide direct assistance, to income eligible property owners with the elimination of dilapidated, structurally unsound buildings. Funding will be used to address conditions of blight and decay; arrest the decline of property and support revitalization of depressed neighborhoods. (Pre FY2015 Funds \$30,000)

**PUBLIC SERVICES:**

**Council on Aging of West Florida, Inc. (COA) \$70,000**

Funds will provide approximately 16,000 meals through the Senior Dining Sites and Meals on Wheels Programs to low and moderate income elderly, disabled, and/or handicapped residents residing within the City limits which otherwise would not be available. The Meals on Wheels program delivers nutritionally balanced meals to homebound, functionally impaired adults. The Senior Dining Sites Program provides nutritional meals to eligible adult recipients at five sites located within the City and also an element of socialization and recreation. The five sites are the Fricker Resource Center, E.S. Cobb Resource Center, Bayview Senior Resource Center, Westminster Village, and Council on Aging office. These funds provide direct services. CDBG funds received from the City are utilized by COA as 1:10 leverage for other critical federal and state funding for which COA would most likely be unable to apply. The City has funded COA for over two decades.

**Homebuyer and Foreclosure Prevention Education and Counseling \$31,490**

Pre-purchase homeownership counseling, education, guidance and support for lower income (80% or below of area median income) residents with a goal of owning their own home (Homebuyer's Club). Foreclosure prevention guidance, education and assistance is provided in an effort to assist Pensacola residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided under both programs.

**PROGRAM PLANNING AND ADMINISTRATION:  
General Grant Administration/Management \$135,320**

Funds to administer the City's CDBG Program which includes personnel services and operating expenses.

**Projected FY 2017-2018 CDBG Grant Allocation \$ 676,602**  
**Pre FY 2015 Funds \$ 180,000**

**TOTAL ESTIMATED FY 2017-2018 CDBG PROPOSED BUDGET \$ 856,602**

**ESCAMBIA CONSORTIUM  
2017-2018 HOME INVESTMENT PARTNERSHIPS ACT (HOME)  
PROPOSED BUDGET AND ACTIVITIES  
FOR MEMBER JURISDICTIONS**

**FUNDING**

**ESCAMBIA COUNTY:  
SUBSTANTIAL HOUSING REHABILITATION/  
RECONSTRUCTION \$391,500**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 3-4 severely substandard homeowner occupied housing units. (Escambia County)

**CITY OF PENSACOLA:  
SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION \$108,000**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. (City of Pensacola)

**SANTA ROSA COUNTY:  
SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION \$80,000**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. (Santa Rosa County)

**Council on Aging of West Florida, Inc.** \$47,000  
Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (182 Mintz Lane, Cantonment)

**Title Clearance** \$45,000  
Funds will support legal services to clear title for 20-25 low or moderate income clients in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County/City rehabilitation programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow clients to gain and maintain ownership of their homes. Priority may be given to clients in County or City CRA areas.

**Foreclosure Prevention Education and Counseling** \$15,500  
Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

**Fair Housing** \$84,265  
Support ongoing Community Development Block Grant Fair Housing initiatives in the community. (\$18,500 to be funded from administrative funds and \$65,765 from Public Services)

**Transit Program** \$20,000  
Pilot program to support reduced fares for elderly, disabled and/or low income riders to expand transportation service in the north end of the County. Should HUD funding allocation be less than indicated in the totals below, this program may be reduced or not provided in order not to exceed the CDBG cap on public services.

**DEMOLITION/CLEARANCE: Demolition/Clearance of Unsafe Structures or Properties** \$75,000  
Funds will be used to provide direct assistance for demolition/clearance for income eligible property owners to eliminate dilapidated, structurally unsound buildings and/or abandoned lots/properties in the unincorporated County. Remaining funds may be used in designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas and Century.

**PUBLIC FACILITIES AND IMPROVEMENTS: County Facility Handicapped Accessibility Improvement Project** \$295,932  
Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. Funding to support improvements to Century Volunteer Fire Department, Sheriff's Evidence Storage Government Complex Office, Wildlife Sanctuary, Bellview Athletic Park, Cantonment Athletic Park, and/or Brent Athletic Park. May be used to support PD 16-17,034 if needed. (Countywide)

**CRA Neighborhood Improvement Project Enhancements** \$305,000  
Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction, new or upgraded street lighting, sidewalk construction/reconstruction, sanitary sewer and/or stormwater drainage improvements, and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible areas.

**TOTAL 2017 ESCAMBIA COUNTY CDBG FUNDS PROJECTED** \$1,615,670  
=====

**CITY OF PENSACOLA  
2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
PROPOSED BUDGET AND ACTIVITIES**

**HOUSING REHABILITATION: Housing Rehabilitation Loan/Grant Programs** \$424,792\*

Funds to repair and/or rehabilitate owner occupied houses; to provide for structural modifications and the removal of architectural barriers to accommodate the needs of persons with disabilities; to provide for the federally mandated evaluation and control of lead based paint hazards for projects with a house constructed prior to 1978; and to provide for administrative costs of this program and other related housing rehabilitation/repair activities. Funding will provide for the rehabilitation/repair of 15-20 owner occupied housing units. The program is available to low and moderate income persons occupying their homestead residence within the corporate limits of the City of Pensacola. (Pre-FY2015 Funds \$150,000)

**HOMEBUYER ASSISTANCE** \$95,000  
Provide down payment/closing cost or second mortgage (gap financing) assistance through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 7-8 families. (Santa Rosa County)

**JOINT HOME ACTIVITIES (CONSORTIUM-WIDE): HOUSING DEVELOPMENT (CHDO SET-ASIDE)** \$135,000  
Provide low interest and/or deferred loan assistance to designated Community Housing Development Organizations (CHDO's) for development of affordable single family units (5-10 units) for homeownership or affordable rental units (2 units) either through new construction or acquisition and rehab of substandard units.

**ADMINISTRATION/MANAGEMENT (JOINT)** \$90,000  
Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2017 HOME Funds Available to the Consortium \$900,000  
(HUD Required Local match provided through SHIP funds and carry forward match balance)

**TOTAL 2017 HOME FUNDS PROJECTED** \$900,000  
=====

**ESCAMBIA COUNTY  
2017-2018 EMERGENCY SOLUTIONS GRANT (ESG)  
PROPOSED BUDGET AND ACTIVITIES**

**EMERGENCY SHELTER/OPERATIONS** \$88,801  
Provides funding to partially support operational costs of the Loaves and Fishes Soup Kitchen, Inc. Homeless Center and Emergency Shelter for families. (257 East Lee Street, Pensacola, Florida)

**RAPID RE-HOUSING & HOMELESS PREVENTION** \$33,101  
Provides funding, based on Continuum of Care priorities, for: (1) Rapid Re-housing for individuals/families with incomes below 40% of median; and (2) homelessness prevention for individuals/families with incomes below 30% of median.

**HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)** \$15,000  
Costs related to the administration of the HMIS database by the Escambia Coalition on the Homeless, including software and licensing costs and other eligible costs as outlined by 24 CFR 576.107.

**ADMINISTRATION** \$11,100  
Administrative Cost (7.5%): \$3663 to Escambia Coalition on the Homeless Project Management and/or HMIS and \$7437 to Escambia County Indirect Cost.

**TOTAL 2017 ESG FUNDS PROJECTED** \$148,002  
=====

TWO PUBLIC HEARINGS are being sponsored by the Consortium to afford citizens the opportunity to review, comment and/or provide input regarding the content of this Notice and/or the draft 2017/2018 Annual Plan. The hearings will be held at 9:00 A.M. (CST) on May 31, 2017, at the Santa Rosa County Public Services Complex, Public Services Media Room, 6051 Old Bagdad Hwy, Milton, Florida and at 5:30 P.M. (CST) on June 6, 2017, at the Pensacola Housing Office, 420 West Chase Street, Pensacola, Florida. All interested citizens are urged to attend and participate.

In accordance with the Americans with Disabilities Act, any person needing accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should contact 858-0350 (City) or 595-4947 (County) at least 72 hours in advance of the event in order to allow time to provide the requested services.

In addition to direct input provided during the public hearings, written comments or input regarding local housing needs or priorities will be accepted through June 15, 2017, and may be submitted to: Escambia Consortium, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 or via NED@myescambia.com. For further information, contact: Mercedes Reeves at 595-4968 (Escambia County), Marcie Whitaker at 858-0329 (City of Pensacola), or Erin Malbeck at 981-7076 (Santa Rosa County).

D.B. Underhill Chairman, Escambia County Board of County Commissioners	Ashton J. Hayward, III Mayor City of Pensacola	Rob Williamson Chairman, Santa Rosa County Board of County Commissioners
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Legal No. 2167852-1T May 27, 2017

**PUBLIC NOTICE**  
**ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY**

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2017/2018 Annual Housing and Community Development Plan for the period October 1, 2017 - September 30, 2018. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2017/2018 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Solutions Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the area median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2017 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola  
Housing Office  
420 West Chase Street  
Pensacola, Florida  
(Closed on Fridays)

Escambia County  
Neighborhood Enterprise Division  
Suite 200  
221 Palafox Place  
Pensacola, Florida

Housing Programs Office  
Santa Rosa County Public Services Complex  
6051 Old Bagdad Highway  
Milton, Florida

**ESCAMBIA CONSORTIUM, FLORIDA**  
**ANNUAL ACTION PLAN SUMMARY**  
**(October 1, 2017 - September 30, 2018)**

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2017 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG) funding which is detailed as follows. All the proposed activities' budgets will be proportionally increased or decreased from the estimated funding levels in accordance with grant requirements or as noted below to match actual allocation amounts.

**ESCAMBIA COUNTY**  
**2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**  
**PROPOSED BUDGET AND ACTIVITIES**

**HOUSING REHABILITATION:**

**Housing Rehabilitation Program (General)**

**\$426,439\***

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 8-10 substandard homeowner occupied units, including lead based paint assessment and abatement, and other related program operating cost, including program administration. Funds may also be used to provide for sanitary sewer connection assistance,

energy improvements, weatherization and storm protection/mitigation improvements, and other applicable improvements. (Unincorporated Escambia County)

\*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is \$10,000). (Unincorporated Escambia County)

**ADMINISTRATION/PLANNING:**

**General Grant Administration/Management**

**\$284,034**

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs.

**Escambia County Community Redevelopment Agency**

**\$17,500**

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County.

**PUBLIC SERVICES:**

**Council on Aging of West Florida, Inc.**

**\$47,000**

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

**Title Clearance**

**\$45,000**

Funds will support legal services to clear title for 20-25 low or moderate income clients in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County/City rehabilitation programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow clients to gain and maintain ownership of their homes. Priority may be given to clients in County or City CRA areas.

**Foreclosure Prevention Education and Counseling**

**\$15,500**

Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

**Fair Housing**

**\$84,265**

Support ongoing Community Development Block Grant Fair Housing initiatives in the community. (\$18,500 to be funded from administrative funds and \$65,765 from Public Services)

**Transit Program**

**\$20,000**

Pilot program to support reduced fares for elderly, disabled and/or low income riders to expand transportation service in the north end of the County. Should HUD funding allocation be less than indicated in the totals below, this program may be reduced or not provided in order not to exceed the CDBG cap on public services.

**DEMOLITION/CLEARANCE:**

**Demolition/Clearance of Unsafe Structures or Properties**

**\$75,000**

Funds will be used to provide direct assistance for demolition/clearance for income eligible property owners to eliminate dilapidated, structurally unsound buildings and/or abandoned lots/properties in the unincorporated County. Remaining funds may be used in designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas and Century.

**PUBLIC FACILITIES AND IMPROVEMENTS:**

**County Facility Handicapped Accessibility Improvement Project**

**\$295,932**

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. Funding to support improvements to Century Volunteer Fire Department, Sheriff's Evidence Storage, Government Complex Office, Wildlife Sanctuary, Bellview Athletic Park, Cantonment Athletic Park, and/or Brent Athletic Park. May be used to support PD 16-17.034 if needed. (Countywide)

**CRA Neighborhood Improvement Project Enhancements**

**\$305,000**

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible areas.

**TOTAL 2017 ESCAMBIA COUNTY CDBG FUNDS PROJECTED**

**\$1,615,670**  
=====

**CITY OF PENSACOLA  
2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
PROPOSED BUDGET AND ACTIVITIES**

**HOUSING REHABILITATION:**

**Housing Rehabilitation Loan/Grant Programs**

**\$424,792\***

Funds to repair and/or rehabilitate owner-occupied houses; to provide for structural modifications and the removal of architectural barriers to accommodate the needs of persons with disabilities; to provide for the federally mandated evaluation and control of lead based paint hazards for projects with a house constructed prior to 1978; and to provide for administrative costs of this program and other related housing rehabilitation/repair activities. Funding will provide for the rehabilitation/repair of 15-20 owner occupied housing units. The program is available to low and moderate income persons occupying their homestead residence within the corporate limits of the City of Pensacola. (Pre FY2015 Funds \$150,000)

\*All program income from housing rehabilitation loans will be used to rehabilitate and/or repair homeowner occupied units for low and moderate income families located within the corporate limits of the City of Pensacola (estimated program income is \$100,000).

**Code Enforcement**

**\$5,000**

Funds to provide code enforcement within the CDBG target area where such enforcement, together with public or private improvements, rehabilitation, or services to be provided, may be expected to arrest the decline of the area. Code enforcement will be conducted within targeted low and moderate income areas within the CDBG Target Area.

**Demolition and Clearance of Unsafe Structures**

**\$10,000**

Funds to provide direct assistance, to income eligible property owners, with the elimination of dilapidated, structurally unsound buildings. Funding will be used to address conditions of blight and decay; arrest the decline of property; and support revitalization of depressed neighborhoods. (Pre FY2015 Funds \$30,000)

**PUBLIC SERVICES:**

**Council on Aging of West Florida, Inc. (COA)**

**\$70,000**

Funds will provide approximately 16,000 meals through the Senior Dining Sites and Meals on Wheels Programs to low and moderate income elderly, disabled, and/or handicapped residents residing within the City limits which otherwise would not be available. The Meals on Wheels program delivers nutritionally balanced meals to homebound, functionally impaired adults. The Senior Dining Sites Program provides nutritional meals to eligible adult recipients at five sites located within the City and also an element of socialization and recreation. The five sites are the Fricker Resource Center, E. S. Cobb Resource Center, Bayview Senior Resource Center, Westminster Village, and Council on Aging office. These funds provide direct services. CDBG funds received from the City are utilized by COA as 1:10 leverage for other critical federal and state funding for which COA would

most likely be unable to apply. The City has funded COA for over two decades.

**Homebuyer and Foreclosure Prevention Education and Counseling** **\$31,490**  
Pre-purchase homeownership counseling, education, guidance and support for lower income (80% or below of area median income) residents with a goal of owning their own home (Homebuyer's Club). Foreclosure prevention guidance, education and assistance is provided in an effort to assist Pensacola residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided under both programs.

**PROGRAM PLANNING AND ADMINISTRATION:**

**General Grant Administration/Management** **\$135,320**  
Funds to administer the City's CDBG Program which includes personnel services and operating expenses.

**Projected FY 2017-2018 CDBG Grant Allocation** **\$ 676,602**  
**Pre FY 2015 Funds** **\$ 180,000**

**TOTAL ESTIMATED FY 2017-2018 CDBG PROPOSED BUDGET** **\$ 856,602**

**ESCAMBIA CONSORTIUM**  
**2017-2018 HOME INVESTMENT PARTNERSHIPS ACT (HOME)**  
**PROPOSED BUDGET AND ACTIVITIES**  
**FOR MEMBER JURISDICTIONS**

**FUNDING**

**ESCAMBIA COUNTY:**

**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION** **\$391,500**  
Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 3-4 severely substandard homeowner occupied housing units. (Escambia County)

**CITY OF PENSACOLA:**

**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION** **\$108,000**  
Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. (City of Pensacola)

**SANTA ROSA COUNTY:**

**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION** **\$80,000**  
Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. (Santa Rosa County)

**HOMEBUYER ASSISTANCE** **\$95,500**  
Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 7-8 families. (Santa Rosa County)

**JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):**

**HOUSING DEVELOPMENT (CHDO SET-ASIDE)** **\$135,000**  
Provide low interest and/or deferred loan assistance to designated Community Housing Development Organizations (CHDO's) for development of affordable single family units (5-10 units) for homeownership or affordable rental units (2 units) either through new construction or acquisition and rehab of substandard units.

**ADMINISTRATION/MANAGEMENT (JOINT)** **\$90,000**  
Provides for oversight, management, monitoring and coordination of financial and general administration of the

HOME Program in all participating jurisdictions.

2017 HOME Funds Available to the Consortium \$ 900,000  
(HUD Required Local match provided through SHIP funds and carry forward match balance)

**TOTAL 2017 HOME FUNDS PROJECTED** **\$ 900,000**  
=====

**ESCAMBIA COUNTY**  
**2017-2018 EMERGENCY SOLUTIONS GRANT (ESG)**  
**PROPOSED BUDGET AND ACTIVITIES**

**EMERGENCY SHELTER/OPERATIONS** **\$ 88,801**  
Provides funding to partially support operational costs of the Loaves and Fishes Soup Kitchen, Inc. Homeless Center and Emergency Shelter for families. (257 East Lee Street, Pensacola, Florida)

**RAPID RE-HOUSING & HOMELESS PREVENTION** **\$ 33,101**  
Provides funding, based on Continuum of Care priorities, for: (1) Rapid Re-housing for individuals/families with incomes below 30% of median; and (2) homelessness prevention for individuals/ families with incomes below 30% of median.

**HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)** **\$ 15,000**  
Costs related to the administration of the HMIS database by the EscaRosa Coalition on the Homeless, including software and licensing costs and other eligible costs as outlined by 24 CFR 576.107.

**ADMINISTRATION** **\$ 11,100**  
Administrative Cost (7.5%): \$3663 to EscaRosa Coalition on the Homeless Project Management and/or HMIS and \$7437 to Escambia County Indirect Cost.

**TOTAL 2017 ESG FUNDS PROJECTED** **\$148,002**  
=====

**TWO PUBLIC HEARINGS** are being sponsored by the Consortium to afford citizens the opportunity to review, comment and/or provide input regarding the content of this Notice and/or the draft 2017/2018 Annual Plan. **The hearings will be held at 9:00 A.M. (CST) on May 31, 2017, at the Santa Rosa County Public Services Complex, Public Services Media Room, 6051 Old Bagdad Hwy, Milton, Florida and at 5:30 P.M. (CST) on June 6, 2017, at the Pensacola Housing Office, 420 West Chase Street, Pensacola, Florida.** All interested citizens are urged to attend and participate.

In accordance with the Americans with Disabilities Act, any person needing accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should contact 858-0350 (City) or 595-4947 (County) at least 72 hours in advance of the event in order to allow time to provide the requested services.

In addition to direct input provided during the public hearings, written comments or input regarding local housing needs or priorities will be accepted through **June 15, 2017**, and may be submitted to: Escambia Consortium, 221 Palafox Place, Suite 200, Pensacola, Florida 32523 or via [NED@myescambia.com](mailto:NED@myescambia.com). For further information, contact Meredith Reeves at 595-4968 (Escambia County), Marcie Whitaker at 858-0323 (City of Pensacola), or Erin Malbeck at 981-7076 (Santa Rosa County).

D.B. Underhill  
Chairman, Escambia County  
Board of County Commissioners

Ashton J. Hayward, III  
Mayor  
City of Pensacola

Rob Williamson  
Chairman, Santa Rosa County  
Board of County Commissioners



ESC CO COMMISSIONERS/LEGALS  
221 PALAFOX PL

PENSACOLA FL 32502

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

State of Florida  
County of Escambia:

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

PUBLIC NOTICE ESCAMBIA CO

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

06/23/17

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 corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 23th of June 2017, by Brittini L. Pennington who is personally known to me

*Brittini L. Pennington*  
\_\_\_\_\_  
Affiant

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

Publication Cost: \$1,458.18  
Ad No: 0002228704  
Customer No: PNJ-26745500

MARK DEE KENT  
Notary Public - State of Florida  
Comm. Expires October 27, 2019  
Comm. No. FF 931266

PUBLIC NOTICE  
ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY  
FINAL ALLOCATION NOTIFICATION

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County and the City of Milton, have drafted the 2017/2018 Annual Housing and Community Development Plan for the period October 1, 2017 - September 30, 2018. The draft Annual Plan denotes key agencies and individuals participating in the plan for the Consortium's 2017/2018 Annual Action Plan for the utilization of Community Development HOME Investment Partnerships Act (HOME), Emergency Solutions Grant (ESG), Public Housing (PH) HUD programs designed to address housing and community development needs. The major priorities of the plan include: new construction, homebuyer assistance, and acquisition/rehabilitation activities for families with incomes primarily between 50-80% of median; expansion of rental and homeowner occupied substandard housing units for families with incomes below 50% of median; and subsidized rental assistance for families with incomes between 0-50% of median throughout the county. Other activities include: support of activities leading to the development of housing for persons with special needs addressing the special needs of the elderly, handicapped, and homeless or near-homeless; storm protection/mitigation improvements, and other applicable improvements. (Unincorporated program income from housing rehabilitation loans will be used to rehabilitate substandard homes for low and moderate income families located within unincorporated Escambia County (estimate \$10,000). (Unincorporated Escambia County)

City of Pensacola Housing Office 420 West Chase Street Pensacola, Florida (Closed on Fridays)	Escambia County Neighborhood Enterprise Division Suite 200 221 Palafox Place Pensacola, Florida	Housing Programs Of Santa Rosa County 6051 Old Bagdad Hwy Milton, Florida
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ESCAMBIA CONSORTIUM, FLORIDA  
ANNUAL ACTION PLAN SUMMARY  
(October 1, 2017 - September 30, 2018)

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development (HUD) for Program Year 2017 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG) funding which is detailed as follows. The numbers in parentheses are the HUD funding numbers as provided by HUD.

ESCAMBIA COUNTY  
2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
PROPOSED BUDGET AND ACTIVITIES

**HOUSING REHABILITATION:**  
**Housing Rehabilitation Program (General)**  
Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Interest Loans, or a combination thereof, for the rehabilitation of 8-10 substandard homeowner occupied based paint assessment and abatement, and other related program operating cost, including storm protection/mitigation improvements, and other applicable improvements. (Unincorporated program income from housing rehabilitation loans will be used to rehabilitate substandard homes for low and moderate income families located within unincorporated Escambia County (estimate \$10,000). (Unincorporated Escambia County)

**ADMINISTRATION/PLANNING:**  
**General Grant Administration/Management**  
Provides for oversight, management, coordination and monitoring of financial and programmatic CDBG Program and indirect costs.

**Escambia County Community Redevelopment Agency**  
Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency in designated areas of slum and blight within the County.

**PUBLIC SERVICES:**  
**Council on Aging of West Florida, Inc**  
Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McClellan, (132 Mintz Lane, Cantonment)

**Title Clearance**  
Funds will support legal services to clear title for 20-25 low or moderate income clients in order to improve or maintain their properties, by becoming eligible for traditional financing or other programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow client ownership of their homes. Priority may be given to clients in County or City CRA areas.

**Foreclosure Prevention Education and Counseling**  
Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents and retain ownership of their homes. Individual counseling opportunities are provided to preview the individual's current situation and discuss options for assistance. (County Wide, including Pensacola Fair Housing)  
Support ongoing Community Development Block Grant Fair Housing initiatives in the community from administrative funds and \$74,206 from Public Services)

**Transit Program**  
Pilot program to support reduced fares for elderly, disabled and/or low income riders to expand the north end of the County. Should HUD funding allocation be less than indicated in the totals be reduced or not provided in order not to exceed the CDBG cap on public services.

**DEMOLITION/CLEARANCE:**  
Demolition/Clearance of Hazardous Structures as Permitted

**DEMOLITION/CLEARANCE OF UNSAFE STRUCTURES OF PROPERTIES**

Funds will be used to provide direct assistance for demolition/clearance for income eligible prop-  
ertied, structurally unsound buildings and/or abandoned lots/properties in the unincorporated  
funds may be used in designated areas of slum and blight, specifically the Atwood, Barrancas, I  
Englewood, Enslay, Oakfield, Palalox & Warrington Community Redevelopment Areas and Century.

**PUBLIC FACILITIES AND IMPROVEMENTS:**

**County Facility Handicapped Accessibility Improvement Project**

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility plan-  
nir ments to Escambia County public buildings and facilities. Funding to support improvements to C-  
partment, Sheriff's Evidence Storage, Government Complex Office, Wildlife Sanctuary, Bellview A  
Athletic Park, and/or Brent Athletic Park. May be used to support PD 16-17.034 if needed. (Countywide)  
CRA Neighborhood Improvement Project Enhancements

Funds to provide enhancements in conjunction with other community redevelopment and housin  
eligible CDBG low and moderate income Community Redevelopment Areas (CF  
rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ recons  
and/or stormwater drainage improvements; and related infrastructure improvements, including l  
ing development. Priority will be given to projects identified in the Redevelopment Plans for the  
munity Redevelopment Areas: Atwood, Barrancas, Brownsville, Cantonment, Englewood, Enslay,  
rington. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligi  
TOTAL 2017 ESCAMBIA COUNTY CDBG FUNDS PROJECTED

**CITY OF PENSACOLA  
2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
PROPOSED BUDGETS AND ACTIVITIES  
HOUSING REHABILITATION:**

**Housing Rehabilitation Loan/Grant Programs**

Funds to repair and/or rehabilitate owner-occupied houses; to provide for structural modification-  
chitectural barriers to accommodate the needs of persons with disabilities; to provide for the  
tion and control of lead based paint hazards for projects with a house constructed prior to 1978; e  
istrative costs of this program and other related housing rehabilitation/repair activities. Funds  
rehabilitation/repair of 15-20 owner occupied housing units. The program is available to low ar  
sons occupying their homestead residence within the corporate limits of the City of Pensa  
\$150,000. All program income from housing rehabilitation loans will be used to rehabilitate and/  
cupied units for low and moderate income families located within the corporate limits of the City of Pensa  
(estimated program income is \$100,000).  
Code Enforcement

Funds to provide code enforcement within the CDBG target area where such enforcement, togeth  
improvements, rehabilitation, or services to be provided, may be expected to arrest the decline o  
ment will be conducted within targeted low and moderate income areas within the CDBG Target Area.

**Demolition and Clearance of Unsafe Structures:**

Funds to provide direct assistance, to income eligible property owners, with the elimination of dil-  
sound buildings. Funding will be used to address conditions of blight and decay; arrest the decli  
port revitalization of depressed neighborhoods. (Pre FY2015 Funds \$30,000)

**PUBLIC SERVICES:**

**Council on Aging of West Florida, Inc. (COA)**

Funds will provide approximately 16,000 meals through the Senior Dining Sites and Meals on Whe-  
moderate income elderly, disabled, and/or handicapped residents residing within the City limits  
not be available. The Meals on Wheels program delivers nutritionally balanced meals to home  
paired adults. The Senior Dining Sites Program provides nutritional meals to eligible adult recipi  
within the City and also an element of socialization and recreation. The five sites are the Frick  
Cobb Resource Center, Bayview Senior Resource Center, Westminster Village, and Council on A  
provide direct services. CDBG funds received from the City are utilized by COA as 1:10 leverage  
state funding for which COA would most likely be unable to apply. The City has funded COA for over  
Homebuyer and Foreclosure Prevention Education and Counseling  
Pre-purchase homeownership counseling, education, guidance and support for lower income (B  
dian income) residents with a goal of owning their own home (Homebuyer's Club). Foreclosure p  
ation and assistance is provided in an effort to assist Pensacola residents avoid foreclosure and  
homes. Individual counseling opportunities are provided under both programs.

**PROGRAM PLANNING AND ADMINISTRATION:**

**General Grant Administration/Management**

Funds to administer the City's CDBG Program which includes personnel services and operating expense

<b>TOTAL FY 2017-2018 CDBG PROPOSED BUDGET</b>	<b>\$ 947,881</b>
Projected FY 2017-2018 CDBG Grant Allocation	\$ 667,681
Pre FY 2015 Funds	\$ 180,000
<b>TOTAL CITY OF PENSACOLA CDBG FUNDS AVAILABLE</b>	<b>\$ 847,681</b>

**ESCAMBIA CONSORTIUM  
2017-2018 HOME INVESTMENT PARTNERSHIPS ACT (HOME)  
PROPOSED BUDGET AND ACTIVITIES  
FOR MEMBER JURISDICTIONS**

**ESCAMBIA COUNTY:  
SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred P-  
ast Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approx  
standard homeowner occupied housing units. (Escambia County)

**CITY OF PENSACOLA:  
SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred P-  
ast Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approx  
standard homeowner occupied housing units. (City of Pensacola)

**SANTA ROSA COUNTY:  
SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred P-  
ast Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approx  
standard homeowner occupied housing units. (Santa Rosa County)

**HOMEBUYER ASSISTANCE**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Defe-  
rred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate in-  
chase an affordable home. It is estimated that this funding will assist 7-8 families. (Santa Rosa County)

**JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):**

**HOUSING DEVELOPMENT (CHDO SET-ASIDE)**

Provide low interest and/or deferred loan assistance to designated Community Housing Dev  
(CHDO's) for development of affordable single family units (5-10 units) for homeownership or i  
units) either through new construction or acquisition and rehab of substandard units.

**ADMINISTRATION/MANAGEMENT (JOINT)**

Provides for oversight, management, monitoring and coordination of financial and general ad-  
Program in all participating jurisdictions.

2017 HOME Funds Available to the Consortium	\$ 860,028
(HUD Required Local match provided through SHP funds and carry forward match balance)	
<b>TOTAL 2017 HOME FUNDS PROJECTED</b>	

**ESCAMBIA COUNTY  
2017-2018 EMERGENCY SOLUTIONS GRANT (ESG)  
PROPOSED BUDGET AND ACTIVITIES**

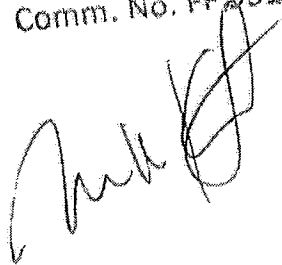
**EMERGENCY SHELTER OPERATIONS**

Provide funding to partially support operational costs of the Loaves and Fishes Soup Kitchen, I  
Emergency Shelter for families, 1027 East Lee Street, Pensacola, Florida)

**RAPID RE-HOUSING & HOMELESS PREVENTION**

Provide funding based on Continuum of Care priorities for: (1) Rapid Re-housing for individuals

MARK DEE KENT  
Notary Public - State of Florida  
Comm. Expires October 27, 2019  
Comm. No. FF 831266



... (1) rapid rehousing for persons below 30% of median; and (2) homelessness prevention for individuals/ families with incomes below 30% of median.

**HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)**  
Costs related to the administration of the HMIS database by the EscaRosaCoalition on the Homeless Project Management and licensing costs and other eligible costs as outlined by 24 CFR 576.107.

**ADMINISTRATION**

Administrative Cost (7.5%): \$3801 to EscaRosaCoalition on the Homeless Project Management a Escambia County Indirect Cost.

**TOTAL 2017 ESG FUNDS PROJECTED**

Written comments or input regarding local housing needs or priorities will be accepted through submitted to: Escambia Consortium, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 or via email. For further information, contact Meredith Reeves at 595-4968 (Escambia County), Marcie White at 981-7076 (Santa Rosa County), or Erin Malbeck at 981-7076 (Santa Rosa County).

D.B. Underhill  
Chairman, Escambia County  
Board of County Commissioners

Ashton J. Hayward, III  
Mayor  
City of Pensacola

Rob William  
Chairman,  
Board of C

**PUBLIC NOTICE**  
**ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY**  
**FINAL ALLOCATION NOTIFICATION**

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2017/2018 Annual Housing and Community Development Plan for the period October 1, 2017 - September 30, 2018. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2017/2018 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Solutions Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the area median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2017 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola  
Housing Office  
420 West Chase Street  
Pensacola, Florida  
(Closed on Fridays)

Escambia County  
Neighborhood Enterprise Division  
Suite 200  
221 Palafox Place  
Pensacola, Florida

Housing Programs Office  
Santa Rosa County Public Services Complex  
6051 Old Bagdad Highway  
Milton, Florida

**ESCAMBIA CONSORTIUM, FLORIDA**  
**ANNUAL ACTION PLAN SUMMARY**  
**(October 1, 2017 - September 30, 2018)**

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development (HUD) for Program Year 2017 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG) funding which is detailed as follows. The numbers below reflect final allocation numbers as provided by HUD.

**ESCAMBIA COUNTY**  
**2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**  
**PROPOSED BUDGET AND ACTIVITIES**

**HOUSING REHABILITATION:**

**Housing Rehabilitation Program (General)**

**\$375,000\***

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 8-10 substandard homeowner occupied units, including lead based paint assessment and abatement, and other related program operating cost, including program administration. Funds may also be used to provide for sanitary sewer connection assistance, energy improvements, weatherization and storm protection/mitigation improvements, and other applicable

improvements. (Unincorporated Escambia County)

\*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is \$10,000). (Unincorporated Escambia County)

**ADMINISTRATION/PLANNING:**

**General Grant Administration/Management**

**\$268,100**

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs.

**Escambia County Community Redevelopment Agency**

**\$17,500**

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County.

**PUBLIC SERVICES:**

**Council on Aging of West Florida, Inc.**

**\$47,000**

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

**Title Clearance**

**\$45,000**

Funds will support legal services to clear title for 20-25 low or moderate income clients in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County/City rehabilitation programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow clients to gain and maintain ownership of their homes. Priority may be given to clients in County or City CRA areas.

**Foreclosure Prevention Education and Counseling**

**\$15,340**

Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

**Fair Housing**

**\$84,265**

Support ongoing Community Development Block Grant Fair Housing initiatives in the community. (\$10,059 to be funded from administrative funds and \$74,206 from Public Services)

**Transit Program**

**\$16,650**

Pilot program to support reduced fares for elderly, disabled and/or low income riders to expand transportation service in the north end of the County. Should HUD funding allocation be less than indicated in the totals below, this program may be reduced or not provided in order not to exceed the CDBG cap on public services.

**DEMOLITION/CLEARANCE:**

**Demolition/Clearance of Unsafe Structures or Properties**

**\$68,100**

Funds will be used to provide direct assistance for demolition/clearance for income eligible property owners to eliminate dilapidated, structurally unsound buildings and/or abandoned lots/properties in the unincorporated County. Remaining funds may be used in designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas and Century.

**PUBLIC FACILITIES AND IMPROVEMENTS:**

**County Facility Handicapped Accessibility Improvement Project**

**\$266,344**

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. Funding to support improvements to Century Volunteer Fire Department, Sheriff's Evidence Storage, Government Complex Office, Wildlife Sanctuary, Bellview Athletic Park, Cantonment Athletic Park, and/or Brent Athletic Park. May be used to support PD 16-17.034 if needed. (Countywide)

**CRA Neighborhood Improvement Project Enhancements**

**\$275,000**

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible areas.

**TOTAL 2017 ESCAMBIA COUNTY CDBG FUNDS PROJECTED**

**\$1,478,299**

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**CITY OF PENSACOLA  
2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
PROPOSED BUDGETS AND ACTIVITIES**

**HOUSING REHABILITATION:**

**Housing Rehabilitation Loan/Grant Programs**

**\$419,123\***

Funds to repair and/or rehabilitate owner-occupied houses; to provide for structural modifications and the removal of architectural barriers to accommodate the needs of persons with disabilities; to provide for the federally mandated evaluation and control of lead based paint hazards for projects with a house constructed prior to 1978; and to provide for administrative costs of this program and other related housing rehabilitation/repair activities. Funding will provide for the rehabilitation/repair of 15-20 owner occupied housing units. The program is available to low and moderate income persons occupying their homestead residence within the corporate limits of the City of Pensacola. (Pre FY2015 Funds \$150,000)

\*All program income from housing rehabilitation loans will be used to rehabilitate and/or repair homeowner occupied units for low and moderate income families located within the corporate limits of the City of Pensacola (estimated program income is \$100,000).

**Code Enforcement**

**\$5,000**

Funds to provide code enforcement within the CDBG target area where such enforcement, together with public or private improvements, rehabilitation, or services to be provided, may be expected to arrest the decline of the area. Code enforcement will be conducted within targeted low and moderate income areas within the CDBG Target Area.

**Demolition and Clearance of Unsafe Structures**

**\$12,182**

Funds to provide direct assistance, to income eligible property owners, with the elimination of dilapidated, structurally unsound buildings. Funding will be used to address conditions of blight and decay; arrest the decline of property; and support revitalization of depressed neighborhoods. (Pre FY2015 Funds \$30,000)

**PUBLIC SERVICES:**

**Council on Aging of West Florida, Inc. (COA)**

**\$70,000**

Funds will provide approximately 16,000 meals through the Senior Dining Sites and Meals on Wheels Programs to low and moderate income elderly, disabled, and/or handicapped residents residing within the City limits which otherwise would not be available. The Meals on Wheels program delivers nutritionally balanced meals to homebound, functionally impaired adults. The Senior Dining Sites Program provides nutritional meals to eligible adult recipients at five sites located within the City and also an element of socialization and recreation. The five sites are the Fricker Resource Center, E. S. Cobb Resource Center, Bayview Senior Resource Center, Westminster Village, and Council on Aging office. These funds provide direct services. CDBG funds received from the City are utilized by COA as 1:10 leverage for other critical federal and state funding for which COA would

most likely be unable to apply. The City has funded COA for over two decades.

**Homebuyer and Foreclosure Prevention Education and Counseling \$28,000**

Pre-purchase homeownership counseling, education, guidance and support for lower income (80% or below of area median income) residents with a goal of owning their own home (Homebuyer's Club). Foreclosure prevention guidance, education and assistance is provided in an effort to assist Pensacola residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided under both programs.

**PROGRAM PLANNING AND ADMINISTRATION:**

**General Grant Administration/Management \$133,576**

Funds to administer the City's CDBG Program which includes personnel services and operating expenses.

**TOTAL FY 2017-2018 CDBG PROPOSED BUDGET \$ 847,881**

Projected FY 2017-2018 CDBG Grant Allocation \$ 667,881  
Pre FY 2015 Funds \$ 180,000

**TOTAL CITY OF PENSACOLA CDBG FUNDS AVAILABLE \$ 847,881**

**ESCAMBIA CONSORTIUM  
2017-2018 HOME INVESTMENT PARTNERSHIPS ACT (HOME)  
PROPOSED BUDGET AND ACTIVITIES  
FOR MEMBER JURISDICTIONS**

**ESCAMBIA COUNTY:**

**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION \$382,812**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 3-4 severely substandard homeowner occupied housing units. (Escambia County)

**CITY OF PENSACOLA:**

**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION \$105,604**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. (City of Pensacola)

**SANTA ROSA COUNTY:**

**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION \$78,225**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. (Santa Rosa County)

**HOMEBUYER ASSISTANCE \$93,380**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 7-8 families. (Santa Rosa County)

**JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):**

**HOUSING DEVELOPMENT (CHDO SET-ASIDE) \$132,005**

Provide low interest and/or deferred loan assistance to designated Community Housing Development Organizations (CHDO's) for development of affordable single family units (5-10 units) for homeownership or affordable rental units (2 units) either through new construction or acquisition and rehab of substandard units.

**ADMINISTRATION/MANAGEMENT (JOINT)**

**\$88,002**

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2017 HOME Funds Available to the Consortium \$ 880,028  
(HUD Required Local match provided through SHIP funds and carry forward match balance)

**TOTAL 2017 HOME FUNDS PROJECTED**

**\$ 880,028**  
=====

**ESCAMBIA COUNTY  
2017-2018 EMERGENCY SOLUTIONS GRANT (ESG)  
PROPOSED BUDGET AND ACTIVITIES**

**EMERGENCY SHELTER/OPERATIONS**

**\$ 86,435**

Provides funding to partially support operational costs of the Loaves and Fishes Soup Kitchen, Inc. Homeless Center and Emergency Shelter for families. (257 East Lee Street, Pensacola, Florida)

**RAPID RE-HOUSING & HOMELESS PREVENTION**

**\$ 32,220**

Provides funding, based on Continuum of Care priorities, for: (1) Rapid Re-housing for individuals/families with incomes below 30% of median; and (2) homelessness prevention for individuals/ families with incomes below 30% of median.

**HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)**

**\$ 14,600**

Costs related to the administration of the HMIS database by the EscaRosa Coalition on the Homeless, including software and licensing costs and other eligible costs as outlined by 24 CFR 576.107.

**ADMINISTRATION**

**\$ 10,804**

Administrative Cost (7.5%): \$3601 to EscaRosa Coalition on the Homeless Project Management and/or HMIS and \$7203 to Escambia County Indirect Cost.

**TOTAL 2017 ESG FUNDS PROJECTED**

**\$144,059**  
=====

Written comments or input regarding local housing needs or priorities will be accepted through **July 7, 2017**, and may be submitted to: Escambia Consortium, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 or via NED@myescambia.com. For further information, contact Meredith Reeves at 595-4968 (Escambia County), Marcie Whitaker at 858-0323 (City of Pensacola), or Erin Malbeck at 981-7076 (Santa Rosa County).

D.B. Underhill  
Chairman, Escambia County  
Board of County Commissioners

Ashton J. Hayward, III  
Mayor  
City of Pensacola

Rob Williamson  
Chairman, Santa Rosa County  
Board of County Commissioners



Published Daily-Pensacola, Escambia County, FL

**PROOF OF PUBLICATION**

State of Florida

County of Escambia:

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

**Board of County Commissioners-Escambia County, FL**  
**Meeting Schedule**  
**March 6-March 10, 2017**

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

**March 4, 2017**

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

Sworn to and subscribed before me this **6th** day of **March, 2017**, by **Scarlett Toyama**, who is personally known to me.

\_\_\_\_\_  
*Scarlett Toyama* Affiant  
\_\_\_\_\_  
*[Signature]* Notary Public

**Board of County Commissioners - Escambia County, Florida**  
**Meeting Schedule**  
**March 6 - March 10, 2017**

*One or more of the Escambia County Commissioners may attend the following meetings:*

DAY	DATE	TIME	MEETING	LOCATION
Tue	3/07	8:30am	Planning Board/Rezoning	3363 West Park Place
Tue	3/07	1:30pm	Environmental Enforcement Special Magistrate	3363 West Park Place
Tue	3/07	5:30pm	HJD Annual Plan Hearing	420 West Chase Street
Tue	3/07	5:30pm	Board of County Commissioners/School Board Joint Meeting	BCC Meeting Room*
Wed	3/08	12:00pm	Public Safety Coordinating Council	190 Government Street****
Wed	3/08	1:00pm	Development Review Committee	3363 West Park Place**
Wed	3/08	2:00pm	Mass Transit Advisory Committee	3363 West Park Place
Wed	3/08	5:00pm	Santa Rosa Island Authority Board Meeting	1 Via de Luna, Pensacola Beach
Thu	3/09	8:30am	Attorney-Client Session	BCC Meeting Room*
Thu	3/09	9:00am	Board of County Commissioners Committee of the Whole	BCC Meeting Room*

**NEXT WEEK'S NOTE:**

Mon	3/13	4:30pm	Escambia County Annual Seafood Safety Symposium	3363 West Park Place, Room 104
Mon	3/13	5:30pm	Marine Advisory Committee Meeting	3363 West Park Place, Room 104
Mon	3/13	5:30pm	ECUA/Board of County Commissioners Joint Meeting	9255 Sturdevant Street***
Tue	3/14	4:30pm	Escambia County Housing Finance Authority Audit Cmte Mtg	700 South Palafox Street, Suite 310
Tue	3/14	5:00pm	Escambia County Housing Finance Authority Meeting	700 South Palafox Street, Suite 310
Thu	3/16	9:00am	Community Redevelopment Agency	BCC Meeting Room*
Thu	3/16	9:05am	Board of County Commissioners Agenda Review Session	BCC Meeting Room*
Thu	3/16	4:30pm	Board of County Commissioners Public Forum	BCC Meeting Room*
Thu	3/16	5:30pm	Board of County Commissioners Public Hearings & Reports	BCC Meeting Room*

\*Ernie Lee Magaha Government Building, 221 Palafox Place  
\*\*To View DRC Agenda go to: <http://www.myescambia.com/government>  
\*\*\*Emerald Coast Utilities Authority Board Room  
\*\*\*\*Court Administrator's Conference Room, 5th Floor

Note: A copy of the agenda for the meetings initiated by the Board of County Commissioners containing specific items to be considered in the order of presentation may be obtained from the County Administrator's Office, Suite 420, Escambia County Government Complex, 221 Palafox Place. Any Persons needing accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should contact Angela Crawley, 695-4947, at least 72 hours in advance of the meeting. Those who are hearing or speech impaired may contact Mrs. Crawley via e-mail at [Acrawley@myescambia.com](mailto:Acrawley@myescambia.com). Any person who decides to appeal any decision made by any board, agency, or commission with respect to any matter considered at its meeting or hearing, will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record that should include the testimony or evidence on which the appeal is to be based. All Board of County Commissioners meetings are broadcast live and rebroadcast on ECTV, Digital Channel 98 on Cox Cable, Brighthouse and Mediacom and the Regular Board of County Commissioners Meetings beginning at 5:30 p.m. are broadcast live on WUWF Channel 4. The meetings can also be seen live via the web at <http://www.myescambia.com>.

What's on ECTV at [www.myescambia.com](http://www.myescambia.com)

**MARK DEE KENT**  
Notary Public - State of Florida  
Comm. Expires October 27, 2019  
Comm. No. FF 931266

Published Daily-Pensacola, Escambia County, FL

**PROOF OF PUBLICATION**

State of Florida

County of Escambia:

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

**Board of County Commissioners-Escambia County, FL  
 Meeting Schedule  
 May 29-June 2, 2017**

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

May 27, 2017

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

Sworn to and subscribed before me this 30th day of May, 2017, by **Scarlett Toyama**, who is personally known to me.

\_\_\_\_\_  
 Affiant

\_\_\_\_\_  
 Notary Public

**Board of County Commissioners - Escambia County, Florida  
 Meeting Schedule  
 May 29-June 2, 2017**

*One or more of the Escambia County Commissioners may attend the following meetings:*

DAY	DATE	TIME	MEETING	LOCATION
Mon	05/29	5:30pm	Escambia County Offices Closed-Memorial Day Special Board of County Commissioners Meeting	BCC Meeting Room*
Tue	05/30	5:31pm	One or more of the SR14 Board members may attend the above meeting Special Board of County Commissioners Public Hearing RE: "Open Containers Ordinance"-Pensacola Beach Boardwalk Mass Transit Proposals, Pensacola Beach Congestion Management Plan	BCC Meeting Room*
Wed	05/31	9:00am	One or more of the SR14 Board members may attend the above meeting Committee of the Whole Workshop-Hoursness Summit	BCC Meeting Room*

\*Emilio Lou Magaña Government Building, 221 Palatka Place  
 \*\*To View DRC Agenda go to: <http://www.myscambio.com/gov/rdmnet>  
 \*\*\*Public Safety Building, Room 222

**NEXT WEEK'S NOTE:**

Tue	06/06	9:30am	Planning Board/Rezoning	3363 West Park Place
Tue	06/06	1:30pm	Environmental Enforcement Special Magistrate	3363 West Park Place
Tue	06/06	5:30pm	HUD Annual Plan Public Hearing	420 West Chango Street
Wed	06/07	8:30am	Contractor Competency Board Exam Committee	3363 West Park Place
Wed	06/07	9:00am	Contractor Competency Board Regular Meeting/Public Hrg	3363 West Park Place
Wed	06/07	10:00am	Escambia County & WAP Bargaining	6576 North "W" Street***
Wed	06/07	1:00pm	Development Review Board	3363 West Park Place**
Thu	06/08	9:00am	Board of County Commissioners Agenda Review Session	BCC Meeting Room*
Thu	06/08	1:30pm	Board of County Commissioners Public Forum	BCC Meeting Room*
Thu	06/08	5:30pm	Board of County Commissioners Public Hearing & Reports	BCC Meeting Room*

Note: A copy of the agenda for the meetings initiated by the Board of County Commissioners containing specific items to be considered in the order of presentation may be obtained from the County Administrator's Office, Suite 400, Escambia County Government Complex, 221 Palatka Place. Any persons needing accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should contact Angela Crowley, 585-4847, at least 72 hours in advance of the meeting. Those who are hearing or speech impaired may Contact Mrs. Crowley via e-mail at [AngelaC@myscambio.com](mailto:AngelaC@myscambio.com) Any person who decides to appeal any decision made by any board, agency, or commission will respect to any matter considered at its meeting or hearing, will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record that should include the beginning or evidence on which the appeal is to be based. All Board of County Commissioners meetings are broadcast live and rebroadcast on ECTV, Digital Channel 98 on Cox Cable, BrightHouse and Mediacom and the Regular Board of County Commissioners Meetings beginning at 5:30 p.m. are broadcast live on WJHF Channel 4. The meetings can also be seen live via the web at <http://www.myscambio.com>

PJ-20170531017 What's on ECTV at [www.myscambio.com](http://www.myscambio.com)

MARK DEE KENT  
 Notary Public - State of Florida  
 Comm. Expires October 27, 2019  
 Comm. No. FF 931266

**Minutes of Public Meeting  
City of Pensacola and Escambia County  
Escambia Consortium FY2017-2018 Annual Plan  
Minutes of Public Hearing**

March 7, 2017

A public hearing was held March 7, 2017 at 5:30 p.m., at the City of Pensacola Housing Office, 420 W. Chase Street, Pensacola, Florida.

*Staff members present: Marcie Whitaker, City of Pensacola Housing Office (PHO); Ursula Jackson, PHO; Meredith Reeves, Division Manager, Neighborhood Enterprise Division, Neighborhood and Human Services Department*

*Citizens present: James Gulley, Westside Community Redevelopment Agency (WSCRA); Dianne P. Robinson, Westside Community Redevelopment Agency (WSCRA); Robert Strickland, Circle Inc; Patrick Kozma, West Florida Homebuilders Association; Allie Norton, WEAR TV 3; John Clark, Council on Aging of NWFL.*

1. **WELCOME AND INTRODUCTION:** Marcie Whitaker introduced herself and Meredith Reeves. Marcie Whitaker explained the purpose of the public meeting was to provide information and receive public input regarding the needs of the community for development of the Escambia Consortium FY2017-2018 Annual Action Plan.
2. **OVERVIEW OF ANNUAL PLAN:** Marcie Whitaker explained that the Escambia Consortium is comprised of Escambia County, the City of Pensacola, Santa Rosa County, and the City of Milton, Florida. She explained that the Five Year Plan summarizes long range, local affordable housing and community development needs. The Five Year plan encompasses years 2015-2019. The Annual Action Plan contains detailed projections concerning programmatic activities for the next fiscal year. She provided an overview of the grant requirements and indicated that due to the decreased funding the consortium is not soliciting for new projects.
3. **OVERVIEW OF CDBG, HOME, AND ESG PROGRAMS:** Meredith Reeves informed attendees at this time financial resources for the next fiscal year had not been determined. In addition, Meredith Reeves informed attendees of a reduction in funding for the Consortium and referred them to a handout listing Grant Funding amounts dating back to 1988. She provided an overview of the ESG and HOME programs. She presented an overview of the eligible activities and current programmatic activities.
4. **REVIEW OF PUBLIC PARTICIPATION SCHEDULE AND PLAN(S) PROCESS:** Marcie Whitaker reviewed the Public Participation and Annual Plan Schedule for the remainder of the plan process (handout provided).
5. **PUBLIC COMMENTS AND QUESTIONS:** Dianne Robinson asked how funds will be allocated. Marcie Whitaker explained one activity the City of Pensacola was considering to allocate Code Enforcement funds for is demolition assistance to owners that are income eligible. Meredith Reeves explained that Escambia County currently allocate funds toward demolition assistance. Attendees express support of demolition programs. James Gulley asked about the allocation of ESG funds. Meredith Reeves explained that 60 percent of the ESG funds are allocated to homeless outreach and shelters. In addition, Meredith Reeves explained that the agencies that receive the allocation are required to match the funds 100 percent. Dianne Robinson asked about home purchasing programs. Marcie Whitaker and Meredith Reeves explained the HOME and SHIP homebuyer programs.

With no further questions or comments, the meeting adjourned at 6:20 p.m.

**Minutes of Public Hearing  
City of Pensacola and Escambia County  
Escambia Consortium FY2017-2018 Annual Plan  
Minutes of Public Hearing**

June 6, 2017

A public hearing was held June 6, 2017 at 5:30 p.m., at the City of Pensacola Housing Office, 420 W. Chase Street, Pensacola, Florida.

*Staff members present: Marcie Whitaker, City of Pensacola Housing Division; Meredith Reeves, Division Manager, Neighborhood Enterprise Division, Neighborhood and Human Services Department*

*Citizens present: James Gully, Westside Community Redevelopment Agency (WSCRA); John Clark, Council on Aging of West Florida.*

1. **WELCOME AND INTRODUCTION:** Marcie Whitaker introduced herself and Meredith Reeves. Marcie Whitaker explained the purpose of the public hearing was to review and discuss the proposed projects for Escambia Consortium FY2017-2018 Annual Action Plan. Marcie Whitaker reviewed the handouts.
2. **OVERVIEW OF ANNUAL PLAN:** Marcie Whitaker and Meredith Reeves explained the Annual Action Plan contains detailed projections concerning programmatic activities for the next fiscal year.
3. **DISCUSS PROPOSED PROJECTS AND FUNDING:** Meredith Reeves and Marcie Whitaker informed attendees that at this time financial resources for the next fiscal year had not been determined. Marcie Whitaker explained that the proposed activities' budgets will be proportionally increased or decreased from the estimated funding levels in accordance with grant requirements to match the actual funding allocation. Marcie Whitaker explained the grant funding requirements and presented an estimated timeframe for notification of grant allocation. Meredith Reeves and Marcie Whitaker presented an overview of the proposed activities and funding levels as presented in the public notice printed in the May 27, 2017 Pensacola News Journal.
4. **REVIEW OF PUBLIC PARTICIPATION SCHEDULE AND PLAN(S) PROCESS:** Marcie Whitaker and Meredith Reeves reviewed the Public Participation and Annual Plan Schedule for the remainder of the plan process noting that the City and County were utilizing the waiver offered by U.S. Department of Housing and Urban Development allowing for a 14 day comment period regarding the proposed activities.
5. **PUBLIC COMMENTS AND QUESTIONS:** John Clark asked about Council support. Marcie Whitaker noted that she had provided program information to Councilman P.C. Wu. John Clark noted the importance of the federal funding which is used as match for State funds received by Council on Aging. James Gully asked about funding for demolition projects in the City. Marcie Whitaker explained that funding had been proposed to support this activity. In response to a discussion regarding Habitat for Humanity, Meredith Reeves highlighted the organizations support with tornado recover efforts in the Century community. Meredith Reeves provided general information regarding recovery efforts in the Century community some of which may be supported with CDBG funding. A group general discussion followed regarding development opportunities in the downtown and Westside neighborhoods.

With no further questions or comments, the meeting adjourned at 6:10 p.m.

Handouts:

Public Notice Escambia Consortium Consolidated Plan Summary published in the PNJ May 27, 2017  
Draft Community Development Block Grant 2017/2018 Annual Action Plan for the City of Pensacola



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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File #: 17-00424

City Council

8/10/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

FEDERAL AVIATION ADMINISTRATION GRANT AGREEMENT - DEMOLITION SERVICES AT AIR COMMERCE PARK

**RECOMMENDATION:**

That City Council approve and authorize the Mayor to execute the acceptance of the Federal Aviation Administration Airport Improvement Program (AIP) Grant 3-12-0063-041-2017 in the amount of \$43,796 for demolition services at Air Commerce Park at the Pensacola International Airport and to take all actions necessary relating to the finalization of the grant. Further, that City Council approve a supplemental budget resolution appropriating the grant funds.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The 2000 Airport Master Plan identified 65 acres of adjacent land for future development of an Air Commerce Park. With the support of funding through multiple agency grants, the Airport has acquired 91 residential properties and 24 commercial properties. To prepare the area for future development, all existing buildings need to be removed. To date, seventy parcels have been cleared. Sixteen additional parcels in the Air Commerce Park were identified for demolition in this fiscal year.

Pensacola International Airport has received a grant offer and agreement totaling \$43,796 from the Federal Aviation Administration (FAA). The amount includes partial funding reimbursement of demolition expenses associated with the project.

**PRIOR ACTION:**

August 2006 - June 2017: City Council approved the purchase of 91 residential and 24 commercial parcels.

**FUNDING:**

Budget: \$ 43,796      FAA Grant Funds

<u>28,182</u>	Airport Matching Funds
<u>\$ 71,978</u>	Total

Actual: \$ 71,978 Demolition Services

**FINANCIAL IMPACT:**

Approval of a supplemental budget resolution will appropriate the FAA Grant Entitlement Funds. Funds for the Airport portion of the project will come from the Airport's FY 2017 operating budget.

**CITY ATTORNEY REVIEW:** Yes

7/18/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Daniel E. Flynn, Airport Director

**ATTACHMENTS:**

- 1) Grant Agreement No. 3-12-0063-041-2017
- 2) Supplemental Budget Resolution
- 3) Supplemental Budget Explanation

**PRESENTATION:** No



U.S. Department  
of Transportation  
Federal Aviation  
Administration

COPY

**GRANT AGREEMENT**

**PART I –OFFER**

Date of Offer	July 7, 2017
Airport/Planning Area	Pensacola International
AIP Grant Number	3-12-0063-041-2017
DUNS Number	073131559
TO:	City of Pensacola
	(herein called the "Sponsor")

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

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated May 15, 2017, for a grant of Federal funds for a project at or associated with the Pensacola International Airport, which is included as part of this Grant Agreement; and

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

Remove Obstructions- Demolition Services at Air Commerce Park associated with properties; [2517 Douglas Avenue, 5601 Tulane Avenue, 5601 Sherrill Drive, and 6003 Airline Drive]

which is more fully described in the Project Application.

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

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

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

**CONDITIONS**

- 1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$43,796. The following amounts represent a breakdown of the maximum obligation for the purpose of establishing

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

\$0 for planning

\$43,796 airport development or noise program implementation; and,

\$0 for land acquisition.

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

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

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

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 11, 2017, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.



- 10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 11. System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
- 12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
- 14. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
- 15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 17. Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
  - B. May be increased by not more than 15 percent for development projects;

C. May be increased by not more than 15 percent for land project.

**18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.

**19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

A. Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

**20. Ban on Texting While Driving.**

A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
  - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

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

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

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

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

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

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

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



*(Signature)*

**Bart Vernace**

*(Typed Name)*

**Manager**

*(Title of FAA Official)*

**PART II - ACCEPTANCE**

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

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

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

City of Pensacola

*(Name of Sponsor)*

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

**By:**

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

**Title:**

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

**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

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

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

**By:**

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

\_\_\_\_\_

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

## **ASSURANCES**

### **AIRPORT SPONSORS**

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#### **A. General.**

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### **B. Duration and Applicability.**

##### **1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### **2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### **3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### **C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

##### **1. General Federal Requirements.**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

**FEDERAL LEGISLATION**

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

**EXECUTIVE ORDERS**

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

## FEDERAL REGULATIONS

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantaged Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>



- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

### **FOOTNOTES TO ASSURANCE C.1.**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**12. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**13. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**14. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**15. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall

be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**16. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
- 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**17. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**18. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**19. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
    - a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
    - b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
    - c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
    - d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
    - e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
    - f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
    - g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

## 20. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

## 21. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

## 22. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or

other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

- a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

### **23. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

### **24. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or



- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied).

**25. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**26. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing:
  - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

**27. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  - 2) So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(City of Pensacola)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

- e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  - 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  - 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property,

structures, use, or improvements thereon or interest therein to a sponsor.

- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

#### **28. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in

an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

**29. Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**30. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**31. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**32. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**33. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**34. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**35. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



## FAA Airports

### Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 1/24/2017

View the most current versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports/resources/advisory\\_circularsand](http://www.faa.gov/airports/resources/advisory_circularsand)  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/)

NUMBER	TITLE
70/7460-1L Change 1	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design

NUMBER	TITLE
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures



NUMBER	TITLE
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

**THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY**

Updated: 01/24/2017

<b>NUMBER</b>	<b>TITLE</b>
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

**RESOLUTION  
NO. 17-40**

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE  
FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

**A. AIRPORT FUND**

As Reads	Federal Grants	7,468,720
To:		
Reads	Federal Grants	7,512,516
As Reads	Operating Expense	12,342,941
To:		
Reads	Operating Expense	12,386,737

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

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

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

**THE CITY OF PENSACOLA**

**AUGUST 2017 - FAA GRANT - DEMOLITION SERVICES AT AIR COMMERCE PARK - RESOLUTION NO 17-40**

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FUND	AMOUNT	DESCRIPTION
<b>AIRPORT FUND</b>		
Estimated Revenues		
Federal Grants	43,796	Increase estimated revenue from Federal Grants
Total Revenues	<u>43,796</u>	
Appropriations		
Operating Expense	<u>43,796</u>	Increase appropriation for Operating expense
Total Appropriations	<u>43,796</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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File #: 17-40

City Council

8/10/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 17-40 - FEDERAL AVIATION ADMINISTRATION GRANT AGREEMENT - DEMOLITION SERVICES AT AIR COMMERCE PARK

**RECOMMENDATION:**

That City Council approve Supplemental Budget Resolution No. 17-40.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The 2000 Airport Master Plan identified 65 acres of adjacent land for future development of an Air Commerce Park. With the support of funding through multiple agency grants, the Airport has acquired 91 residential properties and 24 commercial properties. To prepare the area for future development, all existing buildings need to be removed. To date, seventy parcels have been cleared. Sixteen additional parcels in the Air Commerce Park were identified for demolition in this fiscal year.

Pensacola International airport has receive a grant offer and agreement totaling \$43,796 from the Federal Aviation Administration (FAA). The amount includes partial funding reimbursement of demolition expenses associated with the project.

**PRIOR ACTION:**

August 2006 - June 2017: City Council approved the purchase of 91 residential and 24 commercial parcels.

**FUNDING:**

Budget:	\$ 43,796	FAA Grant Funds
	<u>28,182</u>	Airport Matching Funds

\$ 71,978 Total

Actual: \$ 71,978 Demolition Services

**FINANCIAL IMPACT:**

Approval of the supplemental budget resolution will appropriate the FAA Grant Entitlement Funds. Funds for the Airport portion of the project will come from the Airport's FY 2017 operating budget.

**CITY ATTORNEY REVIEW:** Yes

7/18/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Daniel E. Flynn, Airport Director

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 17-40
- 2) Supplemental Budget Explanation No. 17-40
- 3) Grant Agreement No. 3-12-0063-041-2017

**PRESENTATION:** No

**RESOLUTION  
NO. 17-40**

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE  
FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

**A. AIRPORT FUND**

As Reads	Federal Grants	7,468,720
To:		
Reads	Federal Grants	7,512,516
As Reads	Operating Expense	12,342,941
To:		
Reads	Operating Expense	12,386,737

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

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

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

**THE CITY OF PENSACOLA**

**AUGUST 2017 - FAA GRANT - DEMOLITION SERVICES AT AIR COMMERCE PARK - RESOLUTION NO 17-40**

---

FUND	AMOUNT	DESCRIPTION
<b>AIRPORT FUND</b>		
Estimated Revenues		
Federal Grants	43,796	Increase estimated revenue from Federal Grants
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Operating Expense	<u>43,796</u>	Increase appropriation for Operating expense
Total Appropriations	<u>43,796</u>	





U.S. Department  
of Transportation  
Federal Aviation  
Administration

COPY

**GRANT AGREEMENT**

**PART I –OFFER**

Date of Offer	<u>July 7, 2017</u>
Airport/Planning Area	<u>Pensacola International</u>
AIP Grant Number	<u>3-12-0063-041-2017</u>
DUNS Number	<u>073131559</u>
TO:	<u>City of Pensacola</u> (herein called the "Sponsor")

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

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated May 15, 2017, for a grant of Federal funds for a project at or associated with the Pensacola International Airport, which is included as part of this Grant Agreement; and

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

Remove Obstructions- Demolition Services at Air Commerce Park associated with properties; [2517 Douglas Avenue, 5601 Tulane Avenue, 5601 Sherrill Drive, and 6003 Airline Drive]

which is more fully described in the Project Application.

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

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

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

**CONDITIONS**

- 1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$43,796. The following amounts represent a breakdown of the maximum obligation for the purpose of establishing

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

\$0 for planning

\$43,796 airport development or noise program implementation; and,

\$0 for land acquisition.

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

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

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

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 11, 2017, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

- 10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 11. System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
- 12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
- 14. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
- 15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 17. Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
  - B. May be increased by not more than 15 percent for development projects;

C. May be increased by not more than 15 percent for land project.

- 18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
- 19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
    - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
    - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
    - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
  - B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
  - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
- 20. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
    - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
    - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
- 21. AIP Funded Work Included in a PFC Application.**
- Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.
- 22. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated June 1994, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

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

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

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

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



*(Signature)*

**Bart Vernace**

*(Typed Name)*

**Manager**

*(Title of FAA Official)*

**PART II - ACCEPTANCE**

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

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

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

City of Pensacola

*(Name of Sponsor)*

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

**By:**

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

**Title:**

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

**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

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

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

**By:**

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

\_\_\_\_\_

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

## **ASSURANCES**

### **AIRPORT SPONSORS**

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#### **A. General.**

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### **B. Duration and Applicability.**

##### **1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### **2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### **3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### **C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

##### **1. General Federal Requirements.**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:



**FEDERAL LEGISLATION**

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

**EXECUTIVE ORDERS**

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

## FEDERAL REGULATIONS

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantaged Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

### **FOOTNOTES TO ASSURANCE C.1.**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

#### **2. Responsibility and Authority of the Sponsor.**

##### **a. Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

##### **b. Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**12. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**13. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**14. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**15. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall

be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**16. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
- 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**17. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**18. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**19. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
    - a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
    - b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
    - c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
    - d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
    - e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
    - f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
    - g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

## 20. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:



- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

## 21. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

## 22. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or

other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

- a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

### **23. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

### **24. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied).

**25. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**26. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing:
  - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

**27. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  - 2) So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(City of Pensacola)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

- e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  - 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  - 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property,

structures, use, or improvements thereon or interest therein to a sponsor.

- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

#### **28. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in

an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

**29. Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**30. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**31. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**32. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**33. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**34. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**35. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



## FAA Airports

### Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 1/24/2017

View the most current versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports/resources/advisory\\_circularsand](http://www.faa.gov/airports/resources/advisory_circularsand)  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/)

NUMBER	TITLE
70/7460-1L Change 1	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design



NUMBER	TITLE
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

**THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY**

Updated: 01/24/2017

<b>NUMBER</b>	<b>TITLE</b>
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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File #: 34-17

City Council

8/10/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

PROPOSED ORDINANCE NO. 34-17, AMENDMENT TO SECTION 10-4-19 - SCHEDULE OF GAS RATES AND CHARGES

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 34-17 on first reading.

AN ORDINANCE AMENDING SECTION 10-4-19 OF THE CODE OF THE CITY OF PENSACOLA ENTITLED: "SCHEDULE OF RATES AND CHARGES"; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

In 2007, City Council adopted a rate study that allowed for an annual inflation adjustment component to provide for funding to maintain the City's natural gas system. The last Consumer Price Index (CPI) adjustment was in 2016 where rates were decreased 0.1%. During the budget preparation for fiscal year 2017, Pensacola Energy did not adjust rates pending final results of a rate study which was not implemented. The fiscal year 2018 budget has been prepared with an increase based on the CPI for both fiscal year 2017 and fiscal year 2018 of 0.90% and 2.40% respectively.

**PRIOR ACTION:**

August 20, 2015 - City Council approved revisions to Rate Ordinance based upon changes to the CPI.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The rate change yields an overall revenue increase of approximately \$672,300 which has been incorporated in

the Fiscal Year 2018 Budget.

**CITY ATTORNEY REVIEW:** Yes

7/19/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker, Jr., Chief Financial Officer  
Don J. Suarez, Pensacola Energy Director

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 34-17

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 34-17

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO BE  
ENTITLED:

AN ORDINANCE AMENDING SECTION 10-4-19 OF THE CODE OF  
THE CITY OF PENSACOLA ENTITLED: "SCHEDULE OF RATES AND  
CHARGES"; PROVIDING FOR SEVERABILITY; REPEALING  
CLAUSE; PROVIDING AN EFFECTIVE DATE:

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA

SECTION 1. Section 10-4-19 of the Code of the City of Pensacola, Florida, is hereby amended to read:

**Sec. 10-4-19. Schedule of rates and charges.**

A. Subject to the provisions of subsection 1-1-1 (c), the charges and assessments set forth below shall be levied and assessed by the department of Pensacola Energy through the Mayor or the Chief Financial Officer for natural gas services provided by the city to consumers.

The charges for gas are segregated according to the following service classifications: residential gas inside and outside the city limits (GR-1, GR-2), commercial gas inside and outside the city limits (GC-1, GC-2), interruptible industrial contract (GI-1, GI-2, GI-3, GI-4), City of Pensacola, almost firm service (GAF), flexible gas transportation (GTS, GPT, GIT, GVT), compressed natural gas service (CNG), and street or outdoor lighting.

B. Purchased gas adjustment (PGA)--Service classifications having a distribution charge stated in Mcfs shall have the price per Mcf adjusted by the amount of any increase or decrease in the cost of gas purchased for resale. Changes to the PGA will be effective at the beginning of a monthly billing cycle.

C. For the purpose of calculating the municipal public service tax, the city's cost of gas prior to October 1, 1973, was forty-five cents (\$0.45) per Mcf.

D. Weather normalization adjustment (WNA)--To adjust for fluctuations in consumption due to colder or warmer than normal weather during the months of October through March of the previous or current fiscal year, a WNA will be assessed on service classifications GR-1, GR-2, GC-1, GC-2, and GIT according to the following formula:

WNA	$\frac{R \times (HSF \times (NDD - ADD))}{(BL + (HSF \times ADD))}$
Where:	
WNA	= Weather normalization adjustment factor for each rate schedule classification expressed in cents per Mcf.
R	= Weighted average base rate of temperature sensitive sales for each included rate schedule.
HSF	= Heat sensitive factor for the appropriate rate schedule.
NDD	= Normal billing cycle heating degree.
ADD	= Actual billing cycle heating degree day.
BL	= Average base load sales for each billing cycle.

Normal degree days (NDD) shall be based on the most current National Oceanic and Atmospheric Administration (NOAA) thirty-year normal data. Actual degree days (ADD) shall be based on NOAA data.

- E. The Distribution Pipeline Infrastructure Cost Adjustment (DPICA) shall be adjusted annually, effective each October 1 by a percentage equal to the amount of Eligible Distribution Pipeline Infrastructure Costs divided by the total test year margin revenues associated with the Residential Gas inside and outside City limits (GR-1 and GR-2), Commercial Gas inside and outside City limits (GC-1, GC-2, and GIT), and Municipal operated building and facilities as shown for the 2012 Test Year shown in the most recent Cost of Service and Rate Design Study. Eligible Distribution Pipeline Infrastructure Costs include costs that meet all of the following conditions:
- (i) The principal purpose of the project is not to increase revenues by directly connecting the infrastructure replacement to new customers;
  - (ii) The project, or discrete portions thereof, are in service and used and useful;
  - (iii) The costs of the project are not included in the city's existing base rates;
  - (iv) The principal purpose of the project is to replace or extend the useful life of existing infrastructure, or otherwise enhance the infrastructure of city's physical plant; and
  - (v) City undertakes the project to comply with a valid statute, rule, regulation, order or ordinance, or other lawful requirement of a federal, state, or local governing or regulatory body having jurisdiction over pipeline integrity.

The percentage shall not exceed 10 percent of the non-gas operating expenses in the current fiscal year budget and will be applied to the rates used for each bill over the following 12 months.

- F. Distribution and customer charge rates shall be adjusted annually if approved by the



city council during budget sessions, effective each October based upon the percentage difference in the cost of living as computed under the most recent Consumer Price Index for all urban consumers published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1 of the preceding year and ending March 31 of the current year. The applicable rates are residential gas inside and outside the city limits (GR-1, GR-2), commercial gas inside and outside city limits (GC-1, GC-2), contract delivery, and municipal operated buildings and facilities.

- G. Tariff changes to pipeline transportation fees shall be assessed to each rate class upon implementation by the interstate or intrastate pipeline.
- H. Service charges shall include a customer charge and a distribution charge. The customer charge is a fixed monthly charge for having gas available and the distribution charge is a variable monthly charge based on consumption of gas.

Service charges are as follows:

- (1) *Service classification: GR-1, residential gas service. (Within city limits of the City of Pensacola).*
  - (1a) *Availability.* Available to any consumer using the city's natural gas service for any purpose in a residence only.
  - (1b) *Customer charge.* Nine dollars and fifty-two ~~twenty-one~~ cents (\$9.5224) fixed monthly charge, plus
  - (1c) *Distribution charge.* Seven dollars and ninety-nine ~~seventy-three~~ cents (\$7.9973) per Mcf.
- (2) *Service classification: GR-2, residential gas service. (Outside city limits of the City of Pensacola).*
  - (2a) *Availability.* Available to any consumer using the city's natural gas service for any purpose in a residence only.
  - (2b) *Customer charge.* Ten dollars and sixty-three ~~twenty-nine~~ cents (\$10.6329) fixed monthly charge, plus
  - (2c) *Distribution charge.* Nine dollars and eighty-eight ~~fifty-six~~ cents (\$9.8856) per Mcf.
- (3) *Service classification: GC-1, commercial service. (Within the city limits of the City of Pensacola).*
  - (3a) *Availability.* Available to any commercial consumer for cooking, water heating, space heating, air conditioning, and like uses.
  - (3b) *Customer charge.* Sixteen dollars and eighty-five ~~thirty-one~~ cents (\$16.8534) fixed monthly charge, plus
  - (3c) *Distribution charge.* Seven dollars and ninety-nine ~~seventy-three~~ cents (\$7.9973) per Mcf.

- (4) *Service classification: GC-2 commercial service. (Outside the city limits of the City of Pensacola).*
- (4a) *Availability.* Available to any commercial consumer for cooking, water heating, space heating, air conditioning, and like uses.
  - (4b) *Customer charge.* ~~Nineteen Eighteen~~ dollars and ~~fourteen fifty two~~ cents (\$19.1418.52) fixed monthly charge, plus
  - (4c) *Distribution charge.* ~~Nine dollars and eighty-eight fifty six~~ cents (\$9.8856) per Mcf.
- (5) *Service classification: GI-1, interruptible industrial contract service, small volume.*
- (5a) *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this class or rate must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.
  - (5b) *Contract volume.* Not less than twenty-five (25) Mcf per day.
  - (5c) *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus
  - (5d) *Distribution charge.* Two dollars and five cents (\$2.05) per Mcf.
- (6) *Service classification: GI-2, interruptible industrial contract service, large volume.*
- (6a) *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this class or rate must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.
  - (6b) *Contract volume.* Not less than two hundred fifty (250) Mcf per day.
  - (6c) *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus
  - (6d) *Distribution charge.* One dollar and five cents (\$1.05) per Mcf.
- (7) *Service classification: GI-3, interruptible industrial flexible contract service, large volume.*
- (7a) *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this class or rate must

be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.

(7b) *Contract volume.* Not less than five hundred (500) Mcf per day.

(7c) *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus,

(7d) *Distribution charge.* Rates to be negotiated.

(8) *Service classification: GI-4, interruptible transportation flexible contract service.*

(8a) *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this class or rate must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.

(8b) *Contract volume.* Not less than one hundred (100) Mcf nor more than five hundred (500) Mcf per day.

(8c) *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus

(8d) *Distribution charge.* The GI-4 distribution charge shall consist of the following components:

1. The contracted cost of gas as it may vary from time to time, plus
2. The existing transportation rate on Pensacola Energy's distribution system as established under the annual pipeline transportation fees of two dollars (\$2.00) plus ninety-two cents (\$0.92) local transportation charge net per one (1) MMBTU/day transported for gas transportation service, plus
3. A seven cent (\$0.07) margin on the contracted cost of natural gas.

These three (3) components shall determine the monthly cost of any consumer in this class or rate times the number of MMBTUs used by the consumer.

(9) *Service classification: City of Pensacola.*

(9a) *Availability.* Available to all current municipally operated buildings and facilities, and current and former municipally operated utilities, and other uses as authorized by the Mayor. Measurement shall be by standard meter as normally used within Pensacola Energy.

(9b) *Customer charge.* Twenty-one dollars and twenty-six ~~forty-eight~~ cents (\$21.26~~20.58~~) fixed monthly charge, plus

(9c) *Distribution charge.* Three dollars and eleven ~~one~~ cents (\$3.11~~01~~) per Mcf.

(10) *Service classification: GTS, gas transportation service. (For large volume commercial/industrial consumers).*

(10a) *Availability.* Available to a consumer with sufficient resources for purchasing its own natural gas supplies and transporting it on the city's natural gas system to the consumer's facilities. Pensacola Energy will determine which gate station on Pensacola Energy's interstate pipeline transporter system has adequate capacity to receive the transportation request. There shall be a separate contract with each consumer for each service location which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this service must be for not less than one (1) year.

Consumers using this service must have adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary.

(10b) *Contract volume.* Transportation volumes not less than two hundred (200) MMBTU per day. Volume requirements shall be reviewed in determining if a consumer shall qualify for this rate.

(10c) *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus

(10d) *GTS Distribution charge.* Rates to be negotiated.

An additional \$0.0475/MMBTU shall be added to cover administrative, maintenance, and monitoring costs for the transportation distribution on a daily basis. The consumer must notify Pensacola Energy a minimum of five (5) working days prior to the beginning of each month and identify the volume of the third party gas to be transported on the Pensacola Energy system during that month.

(11) *Service classification: GPT, gas purchased transportation service. (For large volume commercial/industrial consumers).*

(11a) *Availability.* Available to a consumer using the city's natural gas service. There shall be a separate contract with each consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this service must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.

(11b) *Contract volume.* Transportation volumes not less than two hundred (200) MMBTU per day. Volume requirements shall be reviewed in determining if a consumer shall qualify for this rate.

(11c) *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus

(11d) *GTS Distribution charge.* Rates to be negotiated.

A seven cent (\$0.07) margin on the contracted cost of natural gas.

(12) *Service classification: GAF, almost firm service.*

(12a) *Availability.* Available to any consumer using the city's natural gas service. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contract will be executed by the Mayor, based on recommendations by the Director of Pensacola Energy.

Contracts for this class or rate must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.

(12b) *Contract volume.* Not less than seventy-five (75) Mcf per day.

(12c) *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus

(12d) ~~GAF~~-Distribution charge. One Two dollar and seventy-four cents (\$1.742-00) for annual pipeline transportation fees plus ninety-two cents (\$0.92) local transportation charge net per one (1) MMBTU/day transported for gas transportation service, plus

A seven cent (\$0.07) margin on the contracted cost of natural gas.

(13) *Service classification: GIT, flexible gas transportation service.*

(13a) *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contract will be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this service must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.

(13b) *Customer charge.* Nineteen Eighteen dollars and fourteen fifty-two cents (\$19.1418.52) fixed monthly charge, plus

(13c) ~~GIT~~-Distribution charge. Rates to be negotiated.

(14) *Service Classification: CNG, Compressed Natural Gas Service.*

(14a) *Availability.* Available to any commercial or industrial customer utilizing natural gas for compressed natural gas refueling facilities. Service under this rate classification shall be governed by individual contracts with consumer. Such contract will be executed by the Mayor, based on the recommendations of the Director of Pensacola Energy. Contracts for this service must be fore not less than one year. All consumers under this rate are subject to the terms of the contract.

(14b) ~~CNG~~ Distribution charge. Rates to be negotiated.

(15) *Service classification: GVT, flexible governmental industrial transportation service.*

(15a) *Availability.* Available to all governmental industrial transportation customers utilizing the city's gas services. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contract will be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this service must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.

(15b) *Contract volume.* Transportation volumes not less than two hundred fifty (250) MMBTU per day. Volume requirements shall be reviewed in determining if a consumer shall qualify for this rate.

(15c) *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus

(15d) ~~GVT~~ *distribution charge.* Seventy cents (\$0.70) per MMBTU.

(16) *Service classification: Street or Outdoor Lighting.*

(16a) *Availability.* Available to firm residential or commercial customers for continuous street, outdoor lighting, or communications power supply.

(16b) *Monthly Rate.*

Communications power supply flat rate	\$10.85
Gas lights small, up to 2.36 cu. ft. per hour	\$10.85
Gas lights medium, up to 3.48 cu. ft. per hour	\$15.95
Gas lights large, up to 4.86 cu. ft. per hour	\$22.33

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

SECTION 3. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4. This ordinance shall become effective at the beginning of the monthly October 2017 ~~2015~~ billing cycle 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



Memorandum

File #: 17-00438

City Council

8/10/2017

**LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

PENSACOLA ENERGY - AWARD OF BID #17-028, NATURAL GAS PIPELINE CONSTRUCTION EAST OF I-110 LOW PRESSURE AREA UPGRADES

**RECOMMENDATION:**

That City Council award Bid #17-028 Natural Gas Pipeline Construction to R.A.W. Construction, LLC, the lowest and most responsible bidder in the amount of \$2,796,754.25 for six (6) natural gas infrastructure replacement projects, \$320,058.00 for the miscellaneous work option as outlined in the bid specifications plus a 10% contingency of \$311,680.42 for a total amount of \$3,428,484.67 for a period of one year. Further, that Council authorize the Mayor to execute a contract and take all actions necessary to complete the project. Finally, that City Council adopt a supplemental budget resolution appropriating funds for this project.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Sealed bids were received July 20, 2017 for a contract to replace aging natural gas pipelines (infrastructure replacement). Four (4) vendors responded to the City's invitation to bid. Pricing for six (6) projects was included in the bid packages to be awarded over the one year period. R.A.W. Construction, LLC was the lowest and most responsible bidder.

The contract also provides for miscellaneous outside work in addition to the specified work orders. Miscellaneous outside work is based on hourly rates for out of scope work or change order work. Miscellaneous projects may arise, for example, in a case of emergency such as unusual weather conditions or to assist with system expansion.

Project #1-Cervantes	Replace 10,555 LF	\$253,769.25
Project #2-East Hill Phase I	Replace 37,000 LF	\$591,555.00
Project #3-East Hill Phase II	Replace 23,500 LF	\$432,300.00
Project #4-Old East King Cottage Area	Replace 37,300 LF	\$625,950.00
Project #5-Old East Hill	Replace 31,400 LF	\$495,480.00
Project #6-Heinberg Area	Replace 20,000 LF	\$397,700.00
Total Award	\$ 2,796,754.25	



**PRIOR ACTION:**

November 29, 2016 - City Council approved a resolution authorizing \$7,302,400 in financing for the acquisition and construction of capital improvements to the natural gas system including cast iron replacement in the west and central portions of the city, bare steel main replacement in various system locations, and the construction of main in new subdivisions.

April 13, 2017 - City Council approved a resolution authorizing \$3,365,900 in financing for the acquisition and construction of certain capital improvements to the natural gas system including cast iron replacement in the east portion of the city.

**FUNDING:**

Budget:	\$3,428,485.00
Actual:	\$2,796,754.25 Construction Contract
	320,050.00 Miscellaneous Work Option
	<u>311,680.42</u> 10% Contingency
Total:	<u>\$3,428,484.67</u>

**FINANCIAL IMPACT:**

Funding is available in the Gas Utility Fund from the Florida Gas System Revenue Note, Series 2016. Approval of the supplemental budget resolution will appropriate funding for the project.

**CITY ATTORNEY REVIEW:** Yes

7/24/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker, Jr., Chief Financial Officer  
Don J. Suarez, Pensacola Energy Director

**ATTACHMENTS:**

- 1) Bid Tabulation - Bid No. 17-028
- 2) Final Vendor Reference List - Bid No. 17-028
- 3) Supplemental Budget Resolution
- 4) Supplemental Budget Explanation

**PRESENTATION:** No

TABULATION OF BIDS

BID NO: 17-028

TITLE: ONE (1) YEAR CONTRACT FOR NATURAL GAS PIPELINE CONSTRUCTION

- EAST OF I-110 LOW PRESSURE AREA UPGRADES

OPENING DATE: July 20, 2017	MP NEXLEVEL, LLC	R. A. W. CONSTRUCTION, LLC	REV CONSTRUCTION, INC.	MILLER PIPELINE CORPORATION
OPENING TIME: 2:30 P.M.				
DEPARTMENT: Pensacola Energy	Maple Lake, MN	Tallahassee, FL	Tuscaloosa, AL	Indianapolis, IN
Project #1 - Cervantes (IRC 8406)	\$181,228.35	\$253,769.25	\$211,587.10	\$985,741.25
Project #2 - East Hill Phase I (IRC 8407)	\$560,161.00	\$591,555.00	\$667,240.00	\$1,652,775.00
Project #3 - East Hill Phase II (IRC 8408)	\$462,039.00	\$432,300.00	\$495,205.00	\$1,295,900.00
Project #4 - Old East King Cottage Area (IRC 8410)	\$589,911.00	\$625,950.00	\$689,150.00	\$2,152,150.00
Project #5 - Old East Hill (IRC 8409)	\$473,256.00	\$495,480.00	\$554,450.00	\$1,706,170.00
Project #6 - Heinberg Area (IRC 8411)	\$471,350.00	\$397,700.00	\$463,450.00	\$1,215,650.00
Unit Price Work Total	\$268,050.00	\$320,050.00	\$375,300.00	\$681,485.00
<b>Total Bid</b>	Non-responsive	\$3,116,804.25	\$3,456,382.10	\$9,689,871.25
M/WBE Goal: 3%				
M/WBE Participation	3.2%	3.6%	3.4%	3.0%
Attended Prebid	Yes	Yes	Yes	Yes

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**FINAL VENDOR REFERENCE LIST**  
**ONE (1) YEAR CONTRACT FOR NATURAL GAS PIPELINE CONSTRUCTION**  
**EAST OF I-110 LOW PRESSURE AREA UPGRADES**  
**PENSACOLA ENERGY**

Vendor	Name	Address	City	St	Zip Code	M/WBE
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	N
000377	BASKERVILLE DONOVAN	449 WEST MAIN ST	PENSACOLA	FL	32502	N
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	N
070400	BIG SKY UNDERGROUND LLC	2172 W NINE MILE ROAD	PENSACOLA	FL	32534	N
053457	BIRKSHIRE JOHNSTONE LLC	11 CLARINDA LANE	PENSACOLA	FL	32505	N
065013	BKW INC	5615 DUVAL STREET	PENSACOLA	FL	32503	Y
029184	BLARICOM, KIRK VAN DBA KIRK CONSTRUCTION COMPANY	619 GREEN HILLS ROAD	CANTONMENT	FL	32533	N
022856	BROWN CONSTRUCTION OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	N
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y
070401	CHAMPION CLEANING SPECIALISTS INC	8391 BLUE ASH RD	CINCINNATI	OH	45236	N
027092	CHAMPION CONTRACTORS INC	505 NORTH FERDON BLVD	CRESTVIEW	FL	32536	N
042045	CHAVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534	N
032038	EVANS CONTRACTING INC	289 NOWAK RD	CANTONMENT	FL	32533	N
032792	GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534	Y
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	N
053862	GFD CONSTRUCTION INC	8777 ASHLAND AVE	PENSACOLA	FL	32514	N
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
034504	GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE	PO BOX 17844	PENSACOLA	FL	32522	N
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE	PENSACOLA	FL	32501	N
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	N
001597	HEATON BROTHERS CONSTRUCTION CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526	N
044713	HENRY HAIRE BUILDING & DEVELOPMENT INC	6341 HIGHWAY 90 STE B	MILTON	FL	32570	N
049240	J MILLER CONSTRUCTION INC	201 SOUTH "F" STREET	PENSACOLA	FL	32501	N
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	N
055564	L & L BACKFLOW INC DBA L & L UTILITIES INC	115 MCLAUGHLIN ROAD	MILTON	FL	32570	N
058332	LEIDNER BUILDERS INC	409 N PACE BLVD	PENSACOLA	FL	32505	N
058801	M & H CONSTRUCTION SERVICES INC	4782 MALLARD CREEK ROAD	PENSACOLA	FL	32526	Y
060514	MASTEC NORTH AMERICA INC	209 ART BRYAN DRIVE	ASHEBORO	NC	27203	N
058839	MILLER PIPELINE LLC	1853 RELIABLE PARKWAY	CHICAGO	IL	60686	N
022368	MOTES, MIKE DBA MIKE MOTES CONSTRUCTION INC	4164 HUCKLEBERRY FINN ROAD	MILTON	FL	32583	N
071654	MP NEXLEVEL LLC	500 COUNTY ROAD 37	MAPLE LAKE	MN	55358	N
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	N
064219	P3 CONSTRUCTION & ENERGY SOLUTIONS LLC	1560 KYLE DRIVE	PENSACOLA	FL	32505	N
002720	PANHANDLE GRADING & PAVING INC	2665 SOLO DOS FAMILIAF	PENSACOLA	FL	32534	N
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENS/	117 W GARDEN ST	PENSACOLA	FL	32502	N
003956	PENSACOLA CONCRETE CONSTRUCTION CO INC	P O BOX 2787	PENSACOLA	FL	32513	N
000225	PENSACOLA NEWS JOURNAL	P O BOX 12710	PENSACOLA	FL	32591	N
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	N
050307	QCFS MANAGEMENT GROUP INC	3326 NORTH W STREET	PENSACOLA	FL	32505	N
049117	R A W CONSTRUCTION LLC	710 LEWIS BLVD SOUTH	TALLAHASSEE	FL	32305	N
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	N
062120	R ROESE CONTRACTING CO INC	2674 SOUTH HURON ROAD	KAWKAWLIN	MI	48631	N
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	N
021834	RANDALL CHAVERS SEPTIC TANK INC DBA R & L PRODUCTS	9492 PENSACOLA BLVD	PENSACOLA	FL	32534	N
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	N
070483	REV CONSTRUCTION	2201 11TH STREET	TUSCALOOSA	AL	35401	N

Opening Date: 07/20/17

Bid No.: 17-028

**FINAL VENDOR REFERENCE LIST  
ONE (1) YEAR CONTRACT FOR NATURAL GAS PIPELINE CONSTRUCTION  
EAST OF I-110 LOW PRESSURE AREA UPGRADES  
PENSACOLA ENERGY**

Vendor	Name	Address	City	St	Zip Code	M/WBE
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	N
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	N
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	N
042044	SALTER/3C'S CONSTRUCTION CO	4512 TRICE RD	MILTON	FL	32571	N
052761	SEASIDE GOLF DEVELOPMENT INC	312 N DAVIS HWY	PENSACOLA	FL	32501	N
054319	SMITH INDUSTRIAL SERVICE INC	2001 WEST I-65 SVC RD NORTH	MOBILE	AL	36618	N
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	N
062121	T B LANDMARK CONSTRUCTION INC	11220 NEW BERLIN ROAD	JACKSONVILLE	FL	32226	N
045247	TEAM POWER SOLUTIONS	4033 WILLIS WAY	MILTON	FL	32583	N
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	N
037833	THE PENSACOLA VOICE INC	213 EAST YONGE STREET	PENSACOLA	FL	32503	N
053924	THOMPSON CONTRACTOR RESOURCES INC	196 E NINE MILE RD SUITE C	PENSACOLA	FL	32534	N
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	N
022290	VICTOR A WALKE DBA V A WALKE GENERAL CONTRACTOR	10235 LILLIAN HIGHWAY	PENSACOLA	FL	32506	N
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	N
004751	W R JOHNSON INC	PO BOX 2250	PENSACOLA	FL	32513	N
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	N

Vendors: 63

**RESOLUTION  
NO. 17-45**

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE  
FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

**A. GAS UTILITY FUND**

To:	Fund Balance	3,428,485
As Reads	Operating Expenses	41,156,652
To:		
Reads	Operating Expenses	44,585,137

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

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

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

**THE CITY OF PENSACOLA**

**AUGUST 2017 - PENSACOLA ENERGY AWARD OF BID - RESOLUTION NO. 17-45**

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FUND	AMOUNT	DESCRIPTION
<b>GAS UTILITY FUND</b>		
Fund Balance	<u>3,428,485</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	<u>3,428,485</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>3,428,485</u>	



Memorandum

File #: 17-45

City Council

8/10/2017

**LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 17-45 - PENSACOLA ENERGY - AWARD OF BID #17-028, NATURAL GAS PIPELINE CONSTRUCTION EAST OF I-110 LOW PRESSURE AREA UPGRADES

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 17-45

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017 PROVIDING FOR AN EFFECTIVE DATE.

**HEARING REQUIRED:** Choose an item.

**SUMMARY:**

Sealed bids were received July 20, 2017 for a contract to replace aging natural gas pipelines (infrastructure replacement). Four (4) vendors responded to the City's invitation to bid. Pricing for six (6) projects was included in the bid packages to be awarded over the one year period. R.A.W. Construction, LLC was the lowest and most responsible bidder.

The contract also provides for miscellaneous outside work in addition to the specified work orders. Miscellaneous outside work is based on hourly rates for out of scope work or change order work. Miscellaneous projects may arise, for example, in a case of emergency such as unusual weather conditions or to assist with system expansion.

Project #1-Cervantes	Replace 10,555 LF	\$253,769.25
Project #2-East Hill Phase I	Replace 37,000 LF	\$591,555.00
Project #3-East Hill Phase II	Replace 23,500 LF	\$432,300.00
Project #4-Old East King Cottage Area	Replace 37,300 LF	\$625,950.00
Project #5-Old East Hill	Replace 31,400 LF	\$495,480.00
Project #6-Heinberg Area	Replace 20,000 LF	\$397,700.00

Total Award \$ 2,796,754 .25

**PRIOR ACTION:**

November 29, 2016 - City Council approved a resolution authorizing \$7,302,400 in financing for the acquisition and construction of capital improvements to the natural gas system including cast iron replacement in the west and central portions of the city, bare steel main replacement in various system locations, and the construction of main in new subdivisions.

April 13, 2017 - City Council approved a resolution authorizing \$3,365,900 in financing for the acquisition and construction of certain capital improvements to the natural gas system including cast iron replacement in the east portion of the city.

**FUNDING:**

Budget:	\$3,428,485.00
Actual:	\$2,796,754.25 Construction Contract
	320,050.00 Miscellaneous Work Option
	<u>311,680.42</u> 10% Contingency
Total:	<u>\$3,428,484.67</u>

**FINANCIAL IMPACT:**

Funding is available in the Gas Utility Fund from the Florida Gas System Revenue Note, Series 2016. Approval of the supplemental budget resolution will appropriate funds for this project.

**CITY ATTORNEY REVIEW:** Yes

7/24/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker, Jr., Chief Financial Officer  
Don J. Suarez, Pensacola Energy Director

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 17-45
- 2) Supplemental Budget Explanation No. 17-45

**PRESENTATION:** No



**RESOLUTION  
NO. 17-45**

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE  
FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

**A. GAS UTILITY FUND**

To:	Fund Balance	3,428,485
As Reads	Operating Expenses	41,156,652
To:		
Reads	Operating Expenses	44,585,137

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

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

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

**THE CITY OF PENSACOLA**

**AUGUST 2017 - PENSACOLA ENERGY AWARD OF BID - RESOLUTION NO. 17-45**

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FUND	AMOUNT	DESCRIPTION
<b>GAS UTILITY FUND</b>		
Fund Balance	<u>3,428,485</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	<u>3,428,485</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>3,428,485</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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File #: 17-38

City Council

8/10/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

RESOLUTION NO. 17-38 - AUTHORIZING A FINANCING IN THE PRINCIPAL AMOUNT OF \$4,082,000 TO FINANCE ELIGIBLE CAPITAL PROJECTS IN THE COMMUNITY REDEVELOPMENT AGENCY'S WESTSIDE TAX INCREMENT FINANCING DISTRICT AND AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND THE COMMUNITY REDEVELOPMENT AGENCY RELATING TO SUCH FINANCING.

**RECOMMENDATION:**

That City Council adopt Resolution No. 17-38.

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA AUTHORIZING THE ISSUANCE BY THE CITY OF A WESTSIDE REDEVELOPMENT REVENUE BOND, SERIES 2017, IN THE PRINCIPAL AMOUNT OF \$4,082,000 TO FINANCE CERTAIN COMMUNITY REDEVELOPMENT IMPROVEMENTS IN THE WESTSIDE COMMUNITY REDEVELOPMENT AREA AS DESCRIBED HEREIN; PLEDGING THE TAX INCREMENT REVENUES OF THE WESTSIDE COMMUNITY REDEVELOPMENT AREA AND THE CITY'S LOCAL BUSINESS TAX AS SECURITY FOR THE PAYMENT OF SAID SERIES 2017 BOND; PROVIDING FOR THE RIGHTS, SECURITY, AND REMEDIES FOR THE REGISTERED OWNER OF THE SERIES 2017 BOND; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AUTHORIZING THE AWARD OF THE SALE OF THE SERIES 2017 BOND; AUTHORIZING FURTHER OFFICIAL ACTION IN CONNECTION WITH THE DELIVERY OF THE SERIES 2017 BOND; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On April 10, 2017, the Community Redevelopment Agency (CRA) requested that the City pursue financing options for eligible Eastside and Westside projects, to be repaid from future Tax Increment Financing (TIF) revenues. Westside projects approved by the CRA at the meeting included land acquisitions, various

streetscape projects and sidewalk enhancements.

Mitch Owens, the City's Financial Advisor with RBC Capital Markets, LLC has pursued financing options and has recommended SmartBank as the lender. SmartBank has offered twenty (20) year financing for both the CRA's Eastside and Westside Tax Increment Financing Districts at a fixed interest rate of 3.33%. Interest will be paid semi-annually on October 1 and April 1 of each year and principal payments will be paid annually on April 1 commencing on April 1, 2018 and maturing on April 1, 2037. The pledged revenues include Tax Increment Revenues derived from the Westside Redevelopment Area, and in the event that these revenues are insufficient, the Local Business Tax. The City's bond attorney has incorporated within the Resolution an interlocal agreement between the City and the CRA whereby the CRA agrees that in the event that Tax Increment Revenues are insufficient to fully pay the principal and interest on the Series 2017 Bond, and the City advances Local Business Tax for the payment thereof, the CRA shall repay such advance plus interest to the City once funds become available.

Upon approval of the financing by City Council, the Westside Redevelopment Revenue Bond proceeds will be available to fund land acquisitions, various streetscape projects and sidewalk enhancements. Any remaining proceeds can be used for capital improvements as identified in the Westside Neighborhood Plan.

Estimated Tax Increment Revenues are sufficient to meet debt service requirements for the twenty (20) year financing term as well as cover operations as currently structured in the fiscal year 2018 budget. However, for the next twenty (20) years, Tax Increment Revenues will be fully committed and additional projects as identified in the Westside Neighborhood Plan will need to come from revenue growth or other sources.

The financing team consists of Mitch Owens, the City's Financial Advisor with RBC Capital Markets, LLC and Randy Clement, Esq., with Bryant Miller Olive, the City's Bond Counsel.

In accordance with Section 163.346, Florida Statutes, a notice regarding the proposed issuance of the Westside Redevelopment Revenue Bond, Series 2017 has been sent to each taxing authority which levies ad valorem taxes on taxable real property contained within the geographic boundaries of the redevelopment area. Further, a notice of the public meeting has been published in the Pensacola News Journal of such proposed action in accordance with Florida Statutes.

**PRIOR ACTION:**

April 10, 2017 - CRA requested that the City pursue financing options for eligible Eastside and Westside projects, to be repaid from future Tax Increment Financing revenues.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Bond proceeds are estimated to be \$4,082,000. Estimated closing cost of \$34,000 will be paid from bond proceeds resulting in total estimated project funds of \$4,048,000. The twenty (20) year bond will have semiannual interest payments on October 1 and April 1 each year commencing on October 1, 2018. Principal

payments will be due April 1 each year with the first payment due on April 1, 2018 and final maturity of April 1, 2037. Loan term assumes a fixed interest rate of 3.33%. The pledged revenues include the Tax Increment Revenues and in the event that these revenues are insufficient, the Local Business Tax. Debt service will be appropriated in the CRA Debt Service Fund and paid from revenues collected in the Westside Tax Increment Financing District Fund.

**CITY ATTORNEY REVIEW:** Yes

7/24/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker, Jr., Chief Financial Officer

**ATTACHMENTS:**

- 1) Resolution No. 17-38
- 2) April 10, 2017 CRA action item approving TIF district projects and requesting financing

**PRESENTATION:** No

RESOLUTION NO. 17-38

OF THE

CITY OF PENSACOLA, FLORIDA

ADOPTED AUGUST 10, 2017

RELATING TO:

\$4,082,000  
CITY OF PENSACOLA, FLORIDA  
WESTSIDE REDEVELOPMENT REVENUE BOND,  
SERIES 2017

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EXHIBIT A – FORM OF SERIES 2017 BOND

EXHIBIT B – FORM OF LENDER’S CERTIFICATE

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EXHIBIT D – PROPOSAL OF LENDER

EXHIBIT E – FORM OF INTERLOCAL AGREEMENT

RESOLUTION NO. 17-38

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA AUTHORIZING THE ISSUANCE BY THE CITY OF AN WESTSIDE REDEVELOPMENT REVENUE BOND, SERIES 2017, IN THE PRINCIPAL AMOUNT OF \$4,082,000 TO FINANCE CERTAIN COMMUNITY REDEVELOPMENT IMPROVEMENTS IN THE WESTSIDE COMMUNITY REDEVELOPMENT AREA AS DESCRIBED HEREIN; PLEDGING THE TAX INCREMENT REVENUES OF THE WESTSIDE COMMUNITY REDEVELOPMENT AREA AND THE CITY'S LOCAL BUSINESS TAX AS SECURITY FOR THE PAYMENT OF SAID SERIES 2017 BOND; PROVIDING FOR THE RIGHTS, SECURITY, AND REMEDIES FOR THE REGISTERED OWNER OF THE SERIES 2017 BOND; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AUTHORIZING THE AWARD OF THE SALE OF THE SERIES 2017 BOND; AUTHORIZING FURTHER OFFICIAL ACTION IN CONNECTION WITH THE DELIVERY OF THE SERIES 2017 BOND; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

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

**Section 1. Authority for this Resolution.**

This Resolution is adopted pursuant to the Constitution of the State of Florida, Chapter 163, Part III, Florida Statutes, Chapter 166, Part II, Florida Statutes, the municipal charter of the City of Pensacola, Florida (the "Issuer"), and other applicable provisions of law (collectively, the "Act").

**Section 2. Definitions.**

The following terms shall have the following meanings when used in this resolution unless the context clearly requires otherwise. Words importing singular numbers shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

“Act” shall have the meaning ascribed thereto in Section 1 of this Resolution.

"Additional Obligations" means bonds, notes or other debt obligations hereafter issued payable from Pledged Revenues on a parity with the Series 2017 Bond.

“Adjusted Interest Rate” shall have the meaning ascribed to it in Schedule 1 of the Series 2017 Bond.

“Agency” means The Community Redevelopment Agency of the City of Pensacola, Florida, created pursuant to Resolution No. 55-80 adopted by the City Council on September 25,



1980, as confirmed and ratified by Resolution No. 65-81 adopted by the City Council on September 22, 1981.

“Authorized Investments” means any investment, obligation, agreement or other financial instrument to the extent not inconsistent with the terms of the investment policy of the Issuer and applicable law.

“Bond Counsel” means Bryant Miller Olive P.A. or any subsequent nationally recognized bond counsel appointed by to the Issuer.

“Bonds” shall mean bonds, notes or other debt obligations authorized and issued pursuant to this Resolution and any Additional Obligations issued hereafter in accordance with the provisions hereof.

“Business Day” means any day of the year other than a day on which the Lender or the Issuer are lawfully closed for business.

“Charter” means the municipal charter of the Issuer.

“Chief Financial Officer” means the Chief Financial Officer of the Issuer, or his or her designee.

“City” means the City of Pensacola, Florida, a municipal corporation of the State.

“City Administrator” means the City Administrator of the Issuer, or any acting or interim City Administrator, or his or her designee.

“City Attorney” means the City Attorney of the Issuer, or his or her designee.

“City Council” means the City Council of the Issuer, as the governing body of the Issuer.

“Clerk” means the Clerk of the Issuer, any acting, deputy, or assistant Clerk, or his or her designee.

"Code" means the Internal Revenue Code of 1986, as amended.

“Date of Delivery” means August 15, 2017, or such other date which shall be agreed upon by the Issuer and the Lender.

“Default” or “Event of Default” means an Event of Default as defined and described in Section 16(A) hereof.

“Default Rate” shall mean, with respect to the Series 2017 Bond, a rate of interest per annum equal to the lesser of eighteen percent (18.00%) or the maximum rate allowed by applicable law.

“Determination of Taxability” means an official and final action is taken or announced by the Internal Revenue Service or a court of competent jurisdiction determining or declaring interest on the Series 2017 Bond is or was includable in the gross income of the Registered Owner thereof for federal income tax purposes under the Code as a result of any action or inaction by the Issuer (which determination or declaration is final and non-appealable or is not appealed within the requisite time for appeal), and not due to a change of law.

“Financial Advisor” means RBC Capital Markets, LLC.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

“Interest Payment Date” means each April 1 and October 1, commencing April 1, 2018, and continuing through the Maturity Date.

“Interlocal Agreement” means the Interlocal Agreement between the Issuer and the Agency and relating to the Series 2017 Bond, the form of which is approved pursuant to Section 23 hereof.

"Issuer" means the City.

“LBT Obligations” means additional obligations of the Issuer secured by a lien on the Local Business Tax on a parity with the Series 2017 Bond, but not secured by the Tax Increment Revenues, including the Issuer’s Eastside Redevelopment Revenue Bond, Series 2017.

“Lender” means SmartBank Corporation, a Tennessee banking corporation, and its successors and assigns.

“Local Business Tax” shall mean the local business tax levied and collected by the Issuer pursuant to Section 205.042, Florida Statutes and Chapter 7-2 of its Code of Ordinances.

"Maturity Date" means April 1, 2037.

“Maximum Annual Debt Service” means the maximum annual debt service requirement on the Series 2017 Bond and any Additional Obligations and LBT Obligations issued hereunder pursuant to Section 11(F) hereof for the then current and any subsequent Fiscal Year.

“Mayor” means the Mayor of the Issuer or the City Administrator or Chief Financial Officer on behalf of the Mayor.

“Paying Agent” means an officer of the Issuer or the bank or trust company which the Issuer may from time to time designate to serve as paying agent for the Series 2017 Bond, initially, the Chief Financial Officer.

“Payment Date” means any Interest Payment Date or Principal Payment Date.

"Pledged Revenues" means, collectively, (i) the Tax Increment Revenues, (ii) the Local Business Tax, and (iii) moneys on deposit in the funds and accounts created hereunder (other than amounts constituting any rebate liability as described in the Tax Certificate).

"Principal Payment Date" means each April 1 commencing April 1, 2018, and continuing through the Maturity Date.

"Project Costs" means a portion of the cost of undertaking the Series 2017 Project including, but not limited to: engineering, legal, accounting, and financial expenses; expenses for estimates of costs and of revenues; expenses for plans, specifications and surveys; fees of fiscal agents, financial advisors or consultants; administrative expenses relating solely to the Series 2017 Project; costs of issuance with respect to the Series 2017 Bond; the cost of acquiring and constructing the Series 2017 Project, reimbursement to the Issuer for any sums heretofore expended for the foregoing purposes and such other costs and expenses as may be necessary or incidental to the financing or refinancing of the Series 2017 Project.

"Project Fund" means the Project Fund established with respect to the Series 2017 Bond pursuant to Section 13(B) hereof.

"Proposal" means the proposal for the purchase of the Series 2017 Bond submitted to the Issuer by the Lender, attached hereto as Exhibit D, and accepted by the Issuer with such changes as agreed to by the Issuer and the Lender.

"Register" means the books maintained by the Registrar in which are recorded the name and address of the Registered Owner of the Series 2017 Bond.

"Registered Owner" means the person in whose name the ownership of the Series 2017 Bond is registered on the books maintained by the Registrar. The initial Registered Owner shall be the Lender.

"Registrar" means the Person maintaining the Register. The Registrar shall initially be the Chief Financial Officer.

"Regulations" means the Income Tax Regulations promulgated by the Internal Revenue Service under Sections 103 and 141 through 150 of the Code.

"Resolution" means, collectively, this resolution and all resolutions amendatory hereof and supplemental hereto.

"Series 2017 Bond" means the City of Pensacola, Florida, Westside Redevelopment Revenue Bond, Series 2017, authorized herein, in substantially the form attached hereto as Exhibit A, with such changes, modifications, insertions or deletions as are authorized herein.

"Series 2017 Project" means the acquisition of land, and construction of certain streetscape projects and sidewalk enhancements and certain other community redevelopment capital

improvements to the Westside Community Redevelopment Area included in Westside Community Redevelopment Plan, the costs of which are eligible for payment from Tax Increment Revenues.

"State" means the State of Florida.

"Tax Certificate" means the Issuer's Tax Certificate as to Arbitrage and the Provisions of Sections 141-150 of the Internal Revenue Code of 1986, As Amended, dated as of the Delivery Date.

"Tax Increment Revenues" means the tax increment revenues paid into the Westside Community Redevelopment Trust Fund.

"Westside Community Redevelopment Area" means the area designated as a community redevelopment area pursuant to the Act, Resolution No. 54-80 adopted by the City Council on September 25, 1980, as ratified and confirmed by Resolution No. 65-81 adopted by the City Council on September 22, 1981, Resolution No. 04-07 adopted by the City Council on January 25, 2007, and known generally as the "Westside Community Redevelopment Area".

"Westside Community Redevelopment Plan" means the Westside Community Redevelopment Area Plan prepared by the Issuer, dated April 2007, and approved by the Issuer pursuant to Resolution No. 13-07 adopted by the City Council enacted on May 24, 2017.

"Westside Community Redevelopment Trust Fund" shall mean the Westside Community Redevelopment Trust Fund established under Section 163.387, Florida Statutes, and Ordinance 01-08 of the Issuer enacted on January 17, 2008, as subsequently amended by Ordinance No. 31-14 of the Issuer enacted on August 28, 2014, into which the Tax Increment Revenues are deposited from time to time.

### **Section 3. Findings.**

(A) Pursuant to Resolution No. 54-80 adopted by the City Council on September 25, 1980, and as confirmed and ratified pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council found and determined that an area designated therein as the "Pensacola Inner City" is a blighted area as therein described, that a combination of rehabilitation, conservation and redevelopment of the Pensacola Inner City is necessary, that there exists a need for a community redevelopment agency to function in the City to carry out community redevelopment purposes pursuant to Part II, Chapter 163, Florida Statutes, and that the Pensacola Inner City is appropriate for community redevelopment projects and is thereby designated a community redevelopment area.

(B) Pursuant to Resolution No. 55-80 adopted by the City Council on September 25, 1980, and as confirmed and ratified pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council declared itself to be the "Community Redevelopment Agency" in the City and vested all rights, powers, duties, privileges and immunities vested in a community redevelopment agency pursuant to Part III, Chapter 163, Florida Statutes, in the City Council, subject to all responsibilities and liabilities imposed or incurred, and enumerated certain

powers of an Executive Committee therein described and certain powers of the City Council, including the power to issue revenue bonds.

(C) Resolution No. 22-10 adopted by the City Council on August 19, 2010, amended the composition of the Agency pursuant to the City's Charter which became effective on January 10, 2011, such that the Agency be comprised of the nine (9) members of the City Council now seated pursuant to the Charter and that such City Council assume the powers of the Executive Committee therein dissolved. An Interlocal Agreement dated April 12, 2017, between the City and the Agency, provides the Mayor certain executive authority and supervision over the daily operations of the Agency for the current Fiscal Year.

(D) Pursuant to Resolution No. 04-07 adopted on January 25, 2007, the City Council designated the boundaries and found and determined that an area designated therein as the "Westside Community Redevelopment Area" is a blighted area as therein described and that the rehabilitation, conservation and redevelopment, including the development of affordable housing for the purposes therein described, is necessary and in the public interest.

(E) On May 24, 2007, the City Council adopted Resolution No. 13-07 approving a "Westside Community Redevelopment Area Plan" for the Westside Community Redevelopment Area.

(F) Pursuant to Ordinance No. 01-08 enacted by the City Council on January 17, 2008, as subsequently amended by Ordinance No. 31-14 enacted by the City Council on August 28, 2014, the Westside Community Redevelopment Trust Fund was established and provided that funds allocated to and deposited in such fund shall be used for the purpose of financing the implementation of the Westside Community Redevelopment Plan. The Westside Community Redevelopment Trust Fund is required to be maintained and administered as a separate account of the City for the purposes expressed in such ordinance and Chapter 163, Florida Statutes.

(G) Pursuant to the Interlocal Agreement, the Agency shall acknowledge the Issuer's issuance of the Series 2017 Bond and confirm, consent to and accept the terms thereof and as set forth herein. The Agency will further pledge the Tax Increment Revenues to the City and covenant to fund, pay, reimburse and repay the Issuer the amounts due under the Series 2017 Bond and hereunder, including payment of the principal of and interest on the Series 2017 Bond from Tax Increment Revenues or from any other funds of the Agency legally available for such purpose.

(H) The Issuer has determined that it is necessary and in the best interests of the health, safety and welfare of the Issuer and its inhabitants that the Issuer undertake the Series 2017 Project and that the Series 2017 Project shall constitute and serve the purposes of "community redevelopment" within the meaning and in accordance with the Act. Issuance of the Series 2017 Bond to finance the Series 2017 Project serves a paramount public purpose.

(I) The Issuer is without currently available funds to pay the cost of the Series 2017 Project, and it is necessary and desirable that the Issuer borrow the moneys necessary to provide for payment of the Series 2017 Project.

(J) The Series 2017 Bond will be payable from the Pledged Revenues as and to the extent provided herein. The Pledged Revenues are not currently pledged or encumbered to pay any obligations of the Agency or the Issuer. It is estimated that the Pledged Revenues will be sufficient to pay the principal of and interest on the Series 2017 Bond herein authorized, as the same become due, and to make all deposits required by this Resolution.

(K) The obligation of the Issuer to repay the Series 2017 Bond in accordance with its terms and to make the payments required hereunder is hereby declared to be and shall be a special, limited obligation of the Issuer, secured solely by the Pledged Revenues as further described herein. The payment of the principal of and interest on the Series 2017 Bond shall be secured solely by a first priority lien upon and pledge of the Pledged Revenues. The principal of and interest on the Series 2017 Bond shall not constitute a general obligation or indebtedness of the Issuer, but shall be a limited obligation of the Issuer payable solely from the Pledged Revenues, to the extent and as provided herein. The Registered Owner shall never have the right to compel the levy of taxes upon any property of or in the Issuer for the payment of the principal of and interest on the Series 2017 Bond.

(L) It is necessary and desirable to provide for the securing of the Series 2017 Bond, the issuance of the Series 2017 Bond and the taking of all other action in connection therewith.

(M) It is necessary and desirable to approve the estimated costs of issuance to be paid by the Issuer in connection with the delivery of the Series 2017 Bond.

(N) The Financial Advisor has solicited proposals for the purchase of the Series 2017 Bond pursuant to a negotiated private placement and is recommending the Issuer award the Series 2017 Bond to the Lender pursuant to the terms in the Proposal.

(O) The Issuer has received an offer from the Lender to purchase the Series 2017 Bond.

#### **Section 4. Authorization of Series 2017 Bond, Authorization of Series 2017 Project.**

(A) Subject and pursuant to the provisions hereof, an obligation of the Issuer to be known as the “City of Pensacola, Florida Westside Redevelopment Revenue Bond, Series 2017” is hereby authorized to be issued under and secured by this Resolution in the principal amount of \$4,082,000 for the purposes of financing the Series 2017 Project and paying the costs of issuing the Series 2017 Bond.

(B) The financing and/or reimbursing of the Series 2017 Project is hereby authorized. The City Council and the proper officers of the Issuer are hereby directed to take all action and steps deemed necessary to construct the Series 2017 Project, which are not inconsistent with the terms and provisions of this Resolution.

#### **Section 5. Award of Series 2017 Bond.**

Because of the characteristics of the Series 2017 Bond, prevailing and expected market conditions it is in the best interest of the Issuer and shall effectuate the purpose of Chapter 163,

Part III, Florida Statutes to accept the offer of the Lender to purchase the Series 2017 Bond at a private negotiated sale, which was based upon a competitive selection process. Prior to the issuance of the Series 2017 Bond, the Issuer shall receive from the Lender a Lender's Certificate, in substantially the form attached hereto as Exhibit B and a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, in substantially the form attached hereto as Exhibit C.

The Issuer hereby accepts the Proposal of the Lender; provided, however, in the event of any inconsistencies as between such Proposal and the Series 2017 Bond and this Resolution, the provisions of the Series 2017 Bond and this Resolution shall control.

#### **Section 6. This Resolution to Constitute Contract.**

In consideration of the acceptance of the Series 2017 Bond authorized to be issued hereunder by those who shall be Registered Owners of the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owners.

#### **Section 7. Description of the Series 2017 Bond.**

The Series 2017 Bond shall be dated the Date of Delivery and shall be subject to the following terms:

(A) Interest Rate. The Interest Rate on the Series 2017 Bond shall be a fixed rate of interest equal to 3.33% per annum, subject to adjustment as provided in Schedule 1 of the Series 2017 Bond. After a Determination of Taxability, the Interest Rate shall equal the Adjusted Interest Rate and after an Event of Default, the Interest Rate shall equal the Default Rate, however, in no event shall interest be payable on the Series 2017 Bond at a rate in excess of the maximum rate permitted by applicable law. Interest on the Series 2017 Bond shall be calculated using a 360-day year consisting of twelve 30-day months and shall be paid by wire transfer or other medium acceptable to the Issuer and the Lender.

(B) Principal and Interest Payment Dates. Principal on the Series 2017 Bond shall be paid annually on each Principal Payment Date, in amounts specified in Schedule 2 attached to the Series 2017 Bond, and shall mature on the Maturity Date. Interest on the Series 2017 Bond shall be paid semi-annually on each Interest Payment Date.

(C) Prepayment of the Series 2017 Bond. The Issuer may prepay the Series 2017 Bond in whole on any date and in part on any Payment Date, upon at least 10 days' prior written notice to the Registered Owner at a price of par plus accrued interest to the date of prepayment, including without limitation interest accrued after the Accrual Date at the Adjusted Interest Rate and the Additional Amount (as such terms are defined in Schedule 1 of the Series 2017 Bond). Unless otherwise agreed to by the Registered Owner of the Series 2017 Bond, all prepayments of the principal of the Series 2017 Bond shall be increments of \$1,000 and shall be applied to the

prepayment of principal installments in inverse order of the Principal Payment Dates specified in Schedule 2 attached to the Series 2017 Bond.

(D) Form of Series 2017 Bond. The Series 2017 Bond shall be in substantially the form attached hereto as Exhibit A, with such variations, omissions and insertions as may be necessary, desirable and authorized or permitted by this Resolution.

(E) Original Denomination. The Series 2017 Bond shall originally be issued in a single denomination in an amount equal to the original principal amount authorized hereunder.

### **Section 8. Execution, and Delivery of Series 2017 Bond.**

Pursuant to Section 4.01(1) of its Charter, the Issuer hereby authorizes the Mayor to execute the Series 2017 Bond, such execution to be attested under seal by the City Clerk, approved as to content by the Chief Financial Officer and designated as legal in form and valid as drawn by the City Attorney and further authorizes the Mayor to deliver the Series 2017 Bond to the Lender, and to take such other actions as shall be necessary to consummate the loan. In case any one or more of the officers who shall have signed or sealed the Series 2017 Bond or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Series 2017 Bond so signed and sealed has been actually sold and delivered, such Series 2017 Bond may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Series 2017 Bond had not ceased to hold such office. The Series 2017 Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Series 2017 Bond shall hold the proper office of the Issuer, although, at the date of such Series 2017 Bond, such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Series 2017 Bond shall be actually sold and delivered

### **Section 9. Registration and Exchange of the Series 2017 Bond.**

There shall be a Registrar who shall be responsible for maintaining the Register. The person in whose name ownership of a Series 2017 Bond is shown on the Register shall be deemed the Registered Owner thereof by the Issuer and the Registrar, who may treat the Registered Owner as the absolute owner of the Series 2017 Bond for all purposes, whether or not the Series 2017 Bond shall be overdue, and any notice to the contrary shall not be binding upon the Issuer or the Registrar.

Ownership of the Series 2017 Bond may be transferred or assigned only as a whole and not in part and only upon the Register. Upon surrender to the Registrar for transfer or exchange of the Series 2017 Bond accompanied by an assignment or written authorization for exchange, whichever is applicable, duly executed by the Registered Owner or its attorney duly authorized in writing, the Registrar shall deliver in the name of the transferee a new fully registered Series 2017 Bond of the same amount, maturity and interest rate as the Series 2017 Bond surrendered.



The Series 2017 Bond presented for transfer, exchange, redemption or payment (if so required by the Issuer or the Registrar) shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guaranty of signature satisfactory to the Registrar, duly executed by the Registered Owner or by his duly authorized attorney.

The Issuer and the Registrar may charge the Registered Owner a sum sufficient to reimburse them for any expenses incurred in making any exchange or transfer after the first such exchange or transfer following the delivery of such Series 2017 Bond. The Registrar or the Issuer may also require payment from the Registered Owner or his transferee, as the case may be, of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto by any governmental entity other than the Issuer. Such charges and expenses shall be paid before any such new Series 2017 Bond shall be delivered.

The new Series 2017 Bond delivered upon any registered transfer or exchange shall be a valid obligation of the Issuer, evidencing the same debt as the Series 2017 Bond surrendered, shall be secured under this Resolution, and shall be entitled to all of the security and benefits hereof to the same extent as the Series 2017 Bond surrendered.

Whenever a Series 2017 Bond shall be delivered to the Registrar for cancellation, upon payment of the principal amount thereof, or for replacement, transfer or exchange, such Series 2017 Bond shall be cancelled and destroyed by the Registrar, and counterparts of a certificate of destruction evidencing such destruction shall be furnished to the Issuer.

#### **Section 10. Series 2017 Bond Mutilated, Destroyed, Stolen or Lost.**

In case the Series 2017 Bond shall be mutilated, or be destroyed, stolen or lost, upon the Registered Owner furnishing the Registrar satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur, the Registrar shall issue and deliver a new Series 2017 Bond of like tenor as the Series 2017 Bond so mutilated, destroyed, stolen or lost, in lieu of or substitution for the Series 2017 Bond, if any, destroyed, stolen or lost, or in exchange and substitution for such mutilated Series 2017 Bond, upon surrender of such mutilated Series 2017 Bond, if any, to the Registrar and the cancellation thereof; provided however, if the Series 2017 Bond shall have matured or be about to mature, instead of issuing a substitute Series 2017 Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Series 2017 Bond be lost, stolen or destroyed, without surrender thereof. Any Series 2017 Bond surrendered under the terms of this Section 10 shall be cancelled by the Registrar.

Any such new Series 2017 Bond issued pursuant to this Section 10 shall constitute an original, additional contractual obligation on the part of the Issuer whether or not, as to the new Series 2017 Bond, the lost, stolen or destroyed Series 2017 Bond be at any time found by anyone, and such new Series 2017 Bond shall be entitled to equal and proportionate benefits and rights as to security for payment to the same extent as the Series 2017 Bond originally issued hereunder.

## **Section 11. Covenants of the Issuer.**

Until the principal of and interest on the Series 2017 Bond shall have been paid in full or provision for payment of the Series 2017 Bond shall have been made in accordance with the provisions of this Resolution, the Issuer covenants with the Registered Owner of the Series 2017 Bond as follows:

(A) Establishment of Debt Service Fund and Accounts Therein. There is hereby created and established a Debt Service Fund (and the Principal Account and Interest Account therein). The Debt Service Fund and any other special funds herein established and created shall constitute trust funds of the Issuer for the purposes provided herein for such funds. All such funds shall be continuously secured in the same manner as deposits of governmental funds are authorized to be secured by the laws of the State.

The cash required to be accounted for in any funds established hereunder may be deposited in a single bank account, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the cash on deposit therein for the various purposes of such funds as herein provided.

The designation and establishment of the various funds and accounts in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided.

The moneys in the Debt Service Fund and the accounts therein until disbursed pursuant to the provisions hereof may be invested and reinvested only in Authorized Investments, in the manner provided by law. All income on such investments shall remain in such Fund and be used for the purposes herein described. Authorized Investments in the funds and accounts hereunder shall be valued at the market value thereof, exclusive of accrued interest, by the Issuer as frequently as reasonably deemed necessary by the Lender but not less often than annually nor more often than monthly.

(B) Disposition of Pledged Revenues. Tax Increment Revenues shall be deposited to the credit of the Westside Community Redevelopment Trust Fund upon receipt. In each Fiscal Year, the Issuer shall transfer from the Westside Community Redevelopment Trust Fund to the Debt Service Fund sufficient Tax Increment Revenues to pay the principal of and interest on the Series 2017 Bond coming due on the April 1 Payment Date in such Fiscal Year and on the October 1 Payment Date in the immediately following Fiscal Year and amounts necessary to cure any deficiencies in the Debt Service Fund. To the extent permitted by applicable law, that portion of the Tax Increment Revenues paid by Escambia County shall be deposited to the credit of the Debt Service Fund and used to pay debt service on the Series 2017 Bond prior to that portion of the Tax Increment Revenues paid by the City. Prior to each Payment Date, the Issuer shall deposit Local Business Tax sufficient to cause the amount on deposit in the Principal Account and Interest Account, respectively, to be sufficient to pay the principal of and interest on the Series 2017 Bond

becoming due and payable on such Payment Date to the extent Tax Increment Revenues and other amounts therein are insufficient to make such payments.

Tax Increment Revenues and Local Business Tax in excess of the amounts necessary to make the deposits required hereby may be used by the Agency and the Issuer for any lawful purpose of the Westside Community Redevelopment Trust Fund and of the Issuer, respectively, free and clear of the pledge thereof and lien thereon created pursuant to this Resolution.

Any provision hereof to the contrary notwithstanding, so long as the Issuer is not in default in the payment of principal, premium, if any, and interest on the Series 2017 Bond, then the failure to deposit the Pledged Revenues into the Debt Service Fund in the amounts required hereunder shall not be deemed a default hereunder so long as the full amount of such deposits necessary to make all such payments with respect to the Series 2017 Bond is deposited in such Fund on or prior to the date such payments are due.

(C) Tax Covenant. Neither the Issuer, nor any third party over whom the Issuer has control, will make any use of, or permit an omission of use, of the proceeds of the Series 2017 Bond at any time during the term of the Series 2017 Bond which would cause the Series 2017 Bond to be (a) a “private activity bond” within the meaning of Section 103(b)(1) of the Code or (b) an “arbitrage bond” within the meaning of Section 103(b)(2) of the Code. The Issuer covenants throughout the term of the Series 2017 Bond to comply with the requirements of the Code and the Regulations, as amended from time to time, and to take all actions, and to not permit the omission of any actions, necessary to maintain the exclusion from gross income for purposes of the Code of interest on the Series 2017 Bond, including, without limitation, the payment of arbitrage rebate, if required.

The Issuer hereby makes each of the representations, warranties and covenants contained in the Tax Certificate. By this reference, all terms, conditions, and covenants in said Tax Certificate are incorporated in and made a part of this Resolution.

(D) Financial Statements. At no cost to the Lender, the Issuer shall provide to the Lender its audited year-end financial statements no later than 210 days after the end of the each Fiscal Year prepared in accordance with generally accepted accounting principles.

(E) Annual Budget and Other Information. The Issuer will prepare its annual budget in accordance with the Act, and will provide at no cost to the Lender a copy of its final, adopted annual budget for each Fiscal Year upon request of the Lender. The Issuer will provide the Lender such other financial or public information as the Lender may reasonably request.

(F) Additional Debt. Additional Obligations payable on a parity with the Series 2017 Bond may be issued hereunder upon the filing with the Clerk and the Registered Owner of the Series 2017 Bond of a certificate of the Chief Financial Officer stating that the Pledged Revenues for the most recent Fiscal Year for which audited financial statements are available equals at least 1.5 times the Maximum Annual Debt Service on the Bonds then outstanding and the Additional Obligations proposed to be issued. LBT Obligations may be issued by the Issuer upon the filing with the Clerk and the Registered Owner of the Series 2017 Bond of a certificate of the Chief

Financial Officer stating that the Local Business Tax for the most recent Fiscal Year for which audited financial statements are available equal at least 1.5 times the Maximum Annual Debt Service on the Bonds and LBT Obligations then outstanding and the LBT Obligations proposed to be issued; provided, however, that the foregoing shall not apply to the issuance of the Issuer's Eastside Redevelopment Revenue Bond, Series 2017, which shall be secured by a lien on and pledge of the Local Business Tax on a parity with the Series 2017 Bond.

For purposes of calculating Maximum Annual Debt Service, interest on Additional Obligations and any LTB Obligations which bear interest at a variable rate of interest shall be deemed to bear interest at the greater of (i) 1.25 times the most recent 20 Bond Index published by *The Bond Buyer*, or (ii) 1.25 times the actual average interest rate during the prior Fiscal Year of the Issuer. For purposes of calculating Maximum Annual Debt Service, the debt service on Additional Obligations and LBT Obligations, whether bearing interest at a fixed or variable interest rate, constituting Balloon Indebtedness, shall be determined assuming such obligations are amortized over 20 years from the date of original issuance on an approximately level debt service basis. For purposes of the foregoing sentence, "Balloon Indebtedness" means obligations designated as such by the Issuer, 25% or more of the original principal of which matures during any one Fiscal Year.

Obligations secured by the Tax Increment Revenues and/or the Local Business Tax that are junior and subordinate in all respects to the Series 2017 Bond may be issued without regard to the foregoing.

(G) No Impairment. The Issuer covenants with the Registered Owner that it will not, without the written consent of the Registered Owner, enact any ordinance or adopt any resolution which repeals, impairs, or modifies in any manner adverse to the Registered Owner the Tax Increment Revenues or Local Business Tax.

(H) Receipt of Pledged Revenues. The Issuer covenants to do all things necessary or required on its part by the Act, or other applicable provisions of law, to enforce the collection and receipt of the Tax Increment Revenues and the Local Business Tax. The Issuer shall exercise all legally available remedies to enforce such collection and receipt now or hereafter available under law. The Issuer will not take any action, or enter into any agreement that shall result in reducing the level of Local Business Tax below the amount sufficient to provide for the payment of the Series 2017 Bond as provided herein.

## **Section 12. Payment of Principal and Interest; Limited Obligation.**

The payment of the principal of and interest on the Series 2017 Bond shall be secured forthwith solely by and there is hereby granted to the Registered Owner of the 2017 Bond a first priority lien upon and pledge of the Pledged Revenues. The pledge of and lien on the Local Business Tax shall be on a parity with the pledge thereof and lien thereon securing the Issuer's Eastside Redevelopment Revenue Bond, Series 2017. The principal of and interest on the Series 2017 Bond shall not constitute a general obligation or indebtedness of the Issuer, but shall be a limited obligation of the Issuer payable solely from the Pledged Revenues, to the extent and as provided herein. The Registered Owner shall never have the right to compel the levy of taxes upon

any property of or in the Issuer for the payment of the principal of and interest on the Series 2017 Bond.

### **Section 13. Application of Proceeds of Series 2017 Bond.**

Simultaneously with the delivery of the Series 2017 Bond to the Lender, proceeds of the Series 2017 Bond shall be applied as follows:

(A) The Issuer shall pay all costs and expenses in connection with the preparation, issuance and sale of the Series 2017 Bond.

(B) Proceeds of the Series 2017 Bond remaining after payment of costs of issuance shall be deposited into a separate account of the Issuer hereby created and established to be known as the “City of Pensacola, Florida, Westside Redevelopment Revenue Bond, Series 2017 Project Fund” (the “Project Fund”) and shall be used by the Issuer to pay Project Costs. Monies in the Project Fund shall be invested in Authorized Investments, and all income derived therefrom shall be deposited in the Project Fund until the Series 2017 Project has been completed, at which time such income, together with any balance remaining in the Project Fund, shall be deposited to the credit of the Debt Service Fund and used to pay principal of and interest on the Series 2017 Bond.

To the extent there are no other available funds held hereunder, the Issuer shall use any remaining funds in the Project Fund to pay principal of and interest on the Series 2017 Bond.

Such fund shall be kept separate and apart from all other funds of the Issuer and the moneys on deposit therein shall be withdrawn, used and applied by the Issuer solely for the purposes set forth herein. Such proceeds shall be and constitute trust funds for such purpose and there is hereby created a lien in favor of the Series 2017 Bond upon such money until so applied by the Issuer solely for the purposes set forth herein.

### **Section 14. Amendment.**

This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Series 2017 Bond, except with the written consent of the Registered Owner.

### **Section 15. Limitation of Rights.**

With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Series 2017 Bond is intended or shall be construed to give to any person other than the Issuer and the Registered Owner any legal or equitable right, remedy, or claim under or with respect to this Resolution or any covenants, conditions, and provisions herein contained; this Resolution and all of the covenants, conditions, and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Registered Owner.

## **Section 16. Events of Default; Notice and Remedies.**

(A) Events of Default. The following shall be “Events of Default” hereunder, and the terms “Default” and “Events of Default” shall mean (except where the context clearly indicates otherwise), any one or more of the following events:

(1) Failure by the Issuer to make any payment of principal of or interest on the Series 2017 Bond within five (5) days of the date due.

(2) Failure by the Issuer to observe and perform any other covenant, condition or agreement on its part to be observed or performed hereunder for a period of thirty (30) days after written notice of such failure was or was by the terms hereof required to be delivered to the Issuer by the Registered Owner, unless the Registered Owner shall agree in writing to an extension of such time prior to its expiration;

(3) The making of any warranty, representation or other statement by the Issuer or by an officer or agent of the Issuer herein or in any instrument furnished in compliance with or in reference to this Resolution which is false or misleading in any material adverse respect;

(4) The filing of a petition against the Issuer or the Agency under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, if an order for relief is entered under such petition or such petition is not dismissed within ninety (90) days of such filing;

(5) The filing by the Issuer or the Agency of a voluntary petition in bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or the consent by the Issuer or the Agency to the filing of any petition against it under such law; or

(6) The admission by the Issuer or the Agency of its insolvency or bankruptcy or its inability to pay its debts as they become due or that it is generally not paying its debts as such debts become due, or the Issuer’s or Agency’s becoming insolvent or bankrupt or making an assignment for the benefit of creditors, or the appointment by court order of a custodian (including without limitation a receiver, liquidator or trustee) of the Issuer or any of its property taking possession thereof and such order remaining in effect or such possession continuing for more than sixty (60) days.

Upon an Event of Default specified in paragraphs (1) through (6) above, the Interest Rate shall immediately and automatically become the Default Rate.

(B) Notice of Defaults. The Issuer shall within five (5) Business Days after it acquires knowledge thereof, notify the Registered Owner of the Series 2017 Bond in writing (a) upon the happening, occurrence, or existence of any Event of Default that the Registered Owner is not otherwise aware of, or (b) any event or condition which with the passage of time or giving notice,

or both, would constitute an Event of Default, and shall provide the Registered Owner of the Series 2017 Bond, with such written notice, a detailed statement by the Chief Financial Officer of all relevant facts and the action being taken or proposed to be taken by the Issuer with respect thereto. Regardless of the date of receipt of such notice by the Registered Owner of the Series 2017 Bond, such date shall not in any way modify the date of occurrence of the actual Event of Default.

(C) Remedies. For all Events of Default, the Registered Owner may sue to protect and enforce any and all rights, including the right to specific performance, existing under the laws of the State, of the United States of America, or granted and contained herein, and to enforce and compel the performance of all duties required by this Resolution or by any applicable laws to be performed by the Issuer, the City Council or by any officer thereof, and may take all steps to enforce this Resolution or the Issuer's rights under the Interlocal Agreement to the full extent permitted or authorized by the laws of the State or the United States of America. The Issuer hereby agrees to reimburse the Registered Owner for all reasonable legal and collection costs incurred by the Registered Owner in connection with the exercise of any remedies hereunder. The Registered Owner may exercise any remedies hereunder without any consent of any other holder, owner or creditor of any Bonds hereafter issued under this Resolution.

The right to accelerate and to declare immediately due and payable all or any portion of the principal of the Series 2017 Bond upon the occurrence of an Event of Default ("Right of Acceleration") shall not be a remedy hereunder; unless, however, any Additional Obligation issued in accordance with the terms hereof includes a Right of Acceleration. The Issuer shall provide notice thereof to the Registered Owner within ten (10) days of the delivery of such Additional Obligation, together with a copy of any loan document, security agreement, or other agreement evidencing such Additional Obligation. Upon the execution and delivery of an Additional Obligation that includes the Right of Acceleration as a remedy, the Right of Acceleration shall be a remedy hereunder from and after the effective date of such Additional Obligation for so long as such Obligation is outstanding, regardless of whether the Issuer fails to provide such notice.

The Issuer and the Registered Owner each waives, to the fullest extent permitted by law, any right to trial by jury in respect of any litigation based upon the Series 2017 Bond or arising out of, under or in conjunction with the Series 2017 Bond or this Resolution.

#### **Section 17. Severability.**

If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Series 2017 Bond issued hereunder.

**Section 18. Business Days.**

In any case where the date for making any payment or the last date for performance of any act or the exercise of any right, as provided herein, shall be other than a Business Day, then such payment or performance shall be made on the succeeding Business Day with the same force and effect as if done on the nominal date provided herein, provided that interest on any monetary obligation hereunder shall accrue at the applicable rate to and including the date of such payment.

**Section 19. Applicable Provisions of Law.**

This Resolution shall be governed by and construed in accordance with the laws of the State.

**Section 20. Rules of Interpretation.**

Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter," and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

**Section 21. Captions.**

The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

**Section 22. No Personal Liability.**

No recourse shall be had for the payment of the principal of and interest on the Series 2017 Bond or for any claim based on the Series 2017 Bond or hereon, against any present or former member, officer or employee of the City Council or the City or any person executing the Series 2017 Bond.

**Section 23. Approval of Interlocal Agreement.**

The form of Interlocal Agreement between the Issuer and the Agency and relating to the Series 2017 Bond, attached hereto as Exhibit E, is hereby approved. The Interlocal Agreement with such non-material omissions, insertions and variations as may be necessary and/or desirable and approved by the Mayor, the City Administrator, City Attorney, the Clerk or the Chief Financial Officer prior to the execution thereof, which necessity and/or desirability and approval shall be presumed by the execution thereof by the Mayor. The Issuer hereby authorizes the Mayor to execute the Interlocal Agreement, such execution to be attested under seal by the City Clerk, approved as to content by the Chief Financial Officer and designated as legal in form and valid as drawn by the City Attorney.



**Section 24. Authorizations.**

The Mayor, City Administrator, City Attorney, the Clerk, the Chief Financial Officer and such other authorized officers, employees and agents of the Issuer are each designated agents of the Issuer in connection with the issuance, execution and delivery of the Series 2017 Bond and the execution and delivery of the Interlocal Agreement and are authorized and empowered, collectively or individually, to take all actions and steps to execute and deliver any and all instruments, documents or contracts on behalf of the Issuer which are necessary or desirable in connection with the execution and delivery of the Series 2017 Bond and the Interlocal Agreement and which are not inconsistent with the terms and provisions hereof and other actions relating to the Series 2017 Bond and the Interlocal Agreement heretofore taken by the Issuer.

**Section 25. Repealer.**

This Resolution supersedes all prior actions of City Council inconsistent herewith. All resolutions or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of any such conflict.

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**Section 26. Effective Date.**

This Resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the Charter of the Issuer.

Adopted: August 10, 2017

[SEAL]

Approved: \_\_\_\_\_  
Brian Spencer, Council President

ATTEST:

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

**EXHIBIT A**

**FORM OF SERIES 2017 BOND**

No. R-1

\$4,082,000

**CITY OF PENSACOLA, FLORIDA  
WESTSIDE REDEVELOPMENT REVENUE BOND,  
SERIES 2017**

<b><u>Interest Rate</u></b>	<b><u>Maturity Date</u></b>	<b><u>Date of Issue</u></b>
3.33%	April 1, 2037	August 15, 2017
Subject to adjustment as herein described		

**REGISTERED OWNER:** SMARTBANK CORPORATION

**PRINCIPAL AMOUNT:** FOUR MILLION EIGHTY-TWO THOUSAND DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that the City of Pensacola, Florida (the “Issuer”), for value received, hereby promises to pay to the Registered Owner designated above, or registered assigns, solely from the sources hereinafter mentioned, in installments, on the Principal Payment Dates indicated in Schedule 2 attached hereto and on the Maturity Date, or sooner as provided herein, the Principal Amount shown above and the interest on the outstanding Principal Amount hereof from the date of this Bond or from the most recent date to which interest has been paid, whichever is applicable, until payment of such Principal Amount, at the Interest Rate described above, subject to adjustment as set forth in Schedule 1 attached hereto, with all unpaid interest being due on the Maturity Date or upon the earlier payment of principal hereunder upon presentation and surrender hereof at the office of the Chief Financial Officer for the Issuer, as Registrar and Paying Agent. The principal of, premium, if any, and interest on this Bond are payable in lawful money of the United States of America. Interest due hereon shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The Issuer may prepay this Bond in whole on any date or in part on any Payment Date upon at least 10 days’ prior written notice to the Registered Owner at a price of par plus accrued interest to the date of prepayment, including without limitation interest accrued after the Accrual Date at the Adjusted Interest Rate and the Additional Amount (as such terms are defined in Schedule 1 attached hereto). Unless otherwise agreed to by the Registered Owner hereof, all prepayments of the principal of this Bond shall be increments of \$1,000 and shall be applied to the prepayment of principal in inverse order of the Principal Payment Dates indicated in Schedule 2 attached hereto.

This Bond is being issued in the principal amount \$4,082,000 to finance the costs of the Series 2017 Project of the Issuer under the authority of and in full compliance with the Constitution of the State of Florida, Chapter 163, Part III, Florida Statutes, Chapter 166, Part II, Florida Statutes, the municipal charter of the Issuer and other applicable provisions of law, and Resolution No. \_\_-

17, duly adopted by the City Council of the Issuer on August 10, 2017 (the “Resolution”), to which reference should be made to ascertain those terms and conditions. The terms and provisions of the Resolution, including, without limitation, the definitions therein, are hereby incorporated as a part of this Bond. The principal of this Bond shall be disbursed by the Registered Owner hereof to the Issuer in immediately available funds on the Date of Issue in accordance with the Resolution.

This Bond is payable from and secured solely by the Pledged Revenues consisting primarily of the Tax Increment Revenues and, to the extent Tax Increment Revenues are insufficient to pay the debt service requirements hereunder, the Local Business Tax, all in the manner provided in, and subject to the terms and conditions of, the Resolution. This Bond shall not constitute a general obligation or indebtedness of the Issuer, but shall be a limited obligation of the Issuer payable solely from the Pledged Revenues as provided in the Resolution. The Registered Owner hereof shall never have the right to compel the levy of taxes upon any property of or in the Issuer for the payment of the principal of and interest on this Bond. Reference is made to the Resolution for the provisions relating to the security for payment of this Bond and the duties and obligations of the Issuer hereunder.

The Registered Owner may sue to protect and enforce any and all rights, including the right to specific performance, existing under the laws of the State of Florida, of the United States of America, or granted and contained in the Resolution, and to enforce and compel the performance of all duties required by the Resolution or by any applicable laws to be performed by the Issuer, the City Council or by any officer thereof, and may take all steps to enforce the Resolution to the full extent permitted or authorized by the laws of the State of Florida or the United States of America.

The Issuer waives its right to trial by jury in the event of any proceedings in state or federal courts to enforce the terms of this Bond or of the Resolution, and the Registered Owner, by its acceptance of this Bond, waives its right to trial by jury in any such proceedings.

This Bond is subject to all the terms of the Resolution and Schedule 1 attached hereto.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of Florida to be performed, to exist and to happen precedent to and in the issuance of this Bond, have been performed, exist and have happened in regular and due form and time as so required.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the City of Pensacola, Florida, has issued this Bond and has caused the same to be executed by the manual signature of the Mayor, attested under seal by the City Clerk, approved as to substance by the Chief Financial Officer, and designated legal in form and valid as drawn by the City Attorney, as of the Dated Date set forth above.

**CITY OF PENSACOLA, FLORIDA**

[SEAL]

By: \_\_\_\_\_  
Ashton J. Hayward, III, Mayor

ATTEST:

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

Approved as to Substance:

By: \_\_\_\_\_  
Richard Barker, Jr.  
Chief Financial Officer

Legal in Form and Valid as Drawn:

By: \_\_\_\_\_  
Lysia H. Bowling  
City Attorney

CERTIFICATE OF AUTHENTICATION OF REGISTRAR

This Bond constitutes the Westside Redevelopment Revenue Bond, Series 2017, as herein described. The Principal Amount, Interest Rate, Maturity Date and Registered Owner shown above are correct in all respects and have been recorded, along with the applicable federal taxpayer identification number and the address of the Registered Owner, in the Register maintained at the principal office of the undersigned.

CHIEF FINANCIAL OFFICER OF THE  
CITY OF PENSACOLA, FLORIDA, as  
Registrar

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Date of Authentication

## SCHEDULE 1 TO SERIES 2017 BOND

### ADJUSTMENTS TO INTEREST RATE IN CERTAIN EVENTS

The Interest Rate on the Series 2017 Bond shall be subject to adjustment as provided herein and in the Resolution. The Registered Owner shall provide to the Issuer such documentation to evidence any adjustment to the Interest Rate and the calculations made in connection therewith. All calculations and determinations by the Registered Owner of the amounts payable pursuant to the following Interest Rate adjustment provisions or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error.

Upon the occurrence of a Determination of Taxability, the interest rate on the Series 2017 Bond shall be adjusted to the Adjusted Interest Rate as of the Accrual Date (as such terms are defined below); and (i) the Issuer shall, on the next Interest Payment Date (or if the Series 2017 Bond shall have matured, within thirty (30) days after demand by the Registered Owner of the Series 2017 Bond), pay to the Registered Owner of the Series 2017 Bond an amount equal to the sum of (1) the difference between (A) the total interest that would have accrued on the Series 2017 Bond at the Adjusted Interest Rate from the Accrual Date to such next Interest Payment Date (or the Maturity Date), and (B) the actual interest paid by the Issuer on the Series 2017 Bond from the Accrual Date to such next Interest Payment Date (or the Maturity Date), and (2) any interest and penalties required to be paid as a result of any additional federal income taxes imposed upon such Registered Owner arising as a result of such Determination of Taxability (collectively, the “Additional Amount”); and (ii) from and after such next Interest Payment Date, the Series 2017 Bond shall continue to bear interest at the Adjusted Interest Rate for the period such Determination of Taxability continues to be applicable with respect to the Series 2017 Bond. This adjustment shall survive payment of the Series 2017 Bond until such time as the federal statute of limitations under which the interest on the Series 2017 Bond could be declared taxable under the Code shall have expired.

“Accrual Date” means the date from which the interest payable on the Series 2017 Bond shall be includable for federal income tax purposes in the gross income of the Registered Owner thereof as a result of a Determination of Taxability.

“Adjusted Interest Rate” means an interest rate equal to 4.87% per annum.

Notwithstanding anything in the foregoing to the contrary, upon the occurrence and during the continuation of an Event of Default, the Interest Rate shall be established at a rate at all times equal to the Default Rate.

Notwithstanding any provision in the Resolution or the Series 2017 Bond to the contrary, in no event shall the Interest Rate exceed the maximum interest rate permitted by applicable law.

SCHEDULE 2 TO SERIES 2017 BOND

DEBT SERVICE FOR THE SERIES 2017 BOND

Principal Payment Date (April 1 )	Principal Installment
2018	\$194,000
2019	150,000
2020	155,000
2021	160,000
2022	165,000
2023	171,000
2024	177,000
2025	183,000
2026	189,000
2027	195,000
2028	201,000
2029	208,000
2030	215,000
2031	222,000
2032	230,000
2033	237,000
2034	245,000
2035	253,000
2036	262,000
2037*	270,000
Total	<u>\$4,082,000</u>

\*Maturity Date



## **EXHIBIT B**

### **FORM OF PURCHASER'S CERTIFICATE**

This is to certify that SmartBank Corporation (the “Purchaser”) has not required the City of Pensacola, Florida (the “Issuer”) to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of its \$4,082,000 Westside Redevelopment Revenue Bond, Series 2017 (the “Series 2017 Bond”), and no inference should be drawn that the Purchaser, in the acceptance of the Series 2017 Bond, is relying on Bond Counsel or the City Attorney as to any such matters other than the legal opinions rendered by Bond Counsel and by the City Attorney. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in Resolution No. \_\_-17 adopted by the City Council of the Issuer on August 10, 2017 (the “Resolution”).

We are aware that investment in the Series 2017 Bond involves various risks, that the Series 2017 Bond is not a general obligation of the Issuer or payable from ad valorem tax revenues, and that the payment of the Series 2017 Bond is secured solely from the sources described in the Resolution (the “Security”).

We have made such independent investigation of the Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Series 2017 Bond and can bear the economic risk of our investment in the Series 2017 Bond.

We acknowledge and understand that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended (the “1939 Act”), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Bond Counsel, nor the City Attorney shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are purchasing the Series 2017 Bond as an investment for our own account and not with a present view to a resale or other distribution to the public. We understand that the Series 2017 Bond may be transferred only in whole and not in part and only in accordance with the limitations set forth in the Resolution.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Series 2017 Bond for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We are an “accredited investor” within the meaning of the Securities Act of 1933, as amended, and Regulation D thereunder.

DATED this 15<sup>th</sup> day of August, 2017.

SMARTBANK CORPORATION

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

Name: Ric Nickelsen

Title: Vice President

**EXHIBIT C**

**FORM OF DISCLOSURE LETTER**

The undersigned, as Lender, proposes to negotiate with the City of Pensacola, Florida (the “Issuer”) for the private purchase of its \$4,082,000 Westside Redevelopment Revenue Bond, Series 2017 (“Series 2017 Bond”). Prior to the award of the Series 2017 Bond, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the “Lender”) in connection with the issuance of the Series 2017 Bond (such fees and expenses to be paid by the Issuer):

\$4,875.00  
Legal Fees

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lender in connection with the issuance of the Series 2017 Bond to any person not regularly employed or retained by the Lender (including any “finder” as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lender, as set forth in paragraph 1 above.

(b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Lender or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Series 2017 Bond.

3. The amount of the underwriting spread expected to be realized by the Lender is \$0.

4. The management fee to be charged by the Lender is \$0.

5. Truth-in-Bonding Statement:

The Series 2017 Bond is being issued primarily to finance the cost of the Series 2017 Project as defined in Resolution No. \_\_-17 adopted by the Issuer on August 10, 2017 (the “Resolution”) and reimburse the Issuer for any Project Costs, as defined in the Resolution. Unless earlier prepaid, the Series 2017 Bond is expected to be repaid by April 1, 2037. At a fixed interest rate of 3.33%, total interest paid over the life of the Series 2017 Bond is \$1,506,278.51 and issuance of the Series 2017 Bond will result in a maximum of approximately \$279,903.00 of Pledged Revenues of the Issuer not being available to finance other services of the Issuer during the life of the Series 2017 Bond.

6. The name and address of the Lender is as follows:

SmartBank Corporation  
201 North Palafox Street  
Pensacola, Florida 32502

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lender this 15<sup>th</sup> day of August, 2017.

SMARTBANK CORPORATION

By: \_\_\_\_\_  
Name: Ric Nickelsen  
Title: Vice President

**EXHIBIT D**

**PROPOSAL OF LENDER**

[Follows]



July 20, 2017

Honorable Mayor and City Council  
City of Pensacola, Florida

Re: City of Pensacola \$4,082,000 Westside Redevelopment Bonds, series 2017, and \$1,307,000 Eastside Redevelopment Bonds, series 2017, (bank qualified tax exempt or non-bank qualified)

Please accept this letter as a commitment of SmartBank or the "Bank" to purchase the above captioned Notes upon the terms and conditions outlined below:

Issuer: City of Pensacola, Florida

Amount: \$4,082,000 (Westside Series 2017) and \$1,307,000 (Eastside Series 2017) revenue notes (the "Notes").

Purpose of Issue: The Note proceeds will be used to finance various improvements within the respective community redevelopment areas (collectively the "Project").

Authority for Issue: Provisions of the Florida Constitution, the Charter of the City of Pensacola, Florida, as amended; Chapter 166, Part II of the Florida Statutes, Chapter 163, Florida Statutes, and any other valid constitutional and statutory authority.

Dated Date of Notes: Date of Delivery.

Form of Certificates: The Notes will be issued as a single typewritten or printed certificates, in fully registered form.

Interest Rate & Term:

<u>Westside Series 2017**</u>	<u>Annual Interest Rate #</u>
20 year term – fully amortized##	3.25% (Bank Qualified tax exempt) 3.33% (Non-Bank Qualified tax exempt)

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<u>Eastside Series 2017**</u>	<u>Annual Interest Rate #</u>
20 year term – fully amortized##	3.25% (Bank Qualified tax exempt) 3.33% (Non-Bank Qualified tax exempt)

\*\*The Issuer would fully fund the loan on the day we close the loan.

# If the Issuer accepts our proposal by the stipulated time, we will hold the above referenced fixed interest rate firm, provided that the Notes are closed (fully funded) no later than August 15, 2017. Should the Notes not be funded by August 15, 2017, a higher rate could apply, which would be based upon market conditions at the time the loan is actually closed.

## Our pricing is based on the loan being amortized over a 20 year term utilizing approximately level debt. The loan would have a "final maturity" of no later than April 1, 2037.

Interest and Principal Payments: Interest would be calculated on a 30 over 360 day basis. Principal would be paid annually while interest would be payable semi-annually. The combined principal and interest payment would be due annually commencing on April 1, 2018 with an additional interest payment due annually commencing on October 1, 2018; see the attached "sample" amortization schedule. Although the dates and amounts could change, in all cases the final maturity date would need to occur no later than April 1, 2037.

Prepayment Provisions: The principal may be prepaid in whole on any date with 10 days advance written notice to the Bank without prepayment penalty. Principal may be prepaid in part on any interest payment date (each semi-annual payment date) with 10 days advance written notice to the Bank without prepayment penalty, provided that the Issuer pays all accrued interest which shall have accrued to the date of prepayment and provided further that any principal prepayments shall be in multiples of one-thousands (\$1,000.00). Prepayments shall be deemed to apply to those principal installments with the latest maturities of the Notes in inverse order.

Credit Approval: Already approved.

Security: The Notes would be secured by a pledge of (i) in the case of the Westside Series 2017 Note, the tax increment revenues generated within its Westside Community Redevelopment Area, (ii) in the case of the Eastside Series 2017 Note, the tax increment revenues generated within its Eastside Community Redevelopment Area, and (iii) in the case of both the Westside Series 2017 Note and Eastside Series 2017 Note, the Issuer's local Business Tax receipts.

Additional Debt: The Issuer would be permitted to issue additional debt on parity with the Notes (payable either from tax increment revenues or Business Tax receipts) provided it could meet an "additional bonds test" (ABT) of 1.50 times MADS for whatever portion of the security is being pledged to another issue.

July 20, 2017

Documentation: All documentation would need to be acceptable to the Bank and "Bank Counsel". The Bank and Bank Counsel would need to review and approve all documentation prior to adoption and/or acceptance by the Issuer's City Council. The loan documentation would include standard terms, conditions, and covenants which are customary for this type of financing. We understand that Note Counsel will be Bryant Miller Olive, P.A. Note Counsel would draft the loan documents and issue the customary legal and tax opinions. The Issuer's Local Counsel would also issue an opinion letter as to the due authorization and validity of the authorizing documents and the Notes. Based on this, the role of "Bank Counsel" would be that of a "review function" only. We have outlined the cost of Bank Counsel in the paragraph captioned "Closing costs, fees and expenses" presented below.

Additional Terms and Conditions:

\* All legal and tax opinions would be addressed to the Bank and be in a form and substance acceptable to the Bank. The Issuer's legal counsel would opine as to the authority, legality, validity and enforceability of any pertinent ordinances, the Authorizing Resolution, the Notes, and such other proceedings of the City Commission and CRA Board as the Bank and Bank Counsel may deem necessary.

\* The Issuer would covenant to use the proceeds of the Notes only for those projects which are eligible to receive the tax increment revenue distributions.

\* No Impairment: the pledge of the tax increment revenues and Business Tax receipts will not be subject to repeal, modification or impairment by any subsequent ordinance, resolution or other proceedings of the CRA or the City. The Issuer will covenant not to reduce the level of Business Tax below that sufficient to pay debt service on the Notes.

\* The Issuer would be required to do all things necessary (including taking legal action should it be necessary) to enforce the receipt of the tax increment revenues, and would be required to do all things necessary (including taking legal action should it be necessary) to enforce receipt of the Business Tax receipts in order to ensure that the pledged revenues are forthcoming to pay the Issuer's Notes.

\* The Issuer would warrant in the loan documents that the tax increment revenues and Business Tax receipts are not currently pledged to any other obligations or debts.

\* Prior to funding the Notes the Issuer would furnish to us a final "Sources and Uses" of funds statement, based on the final numbers.



July 20, 2017

\* Prior to closing the Notes the Issuer would provide to the Bank a certificate to the effect that (i) the financial statements were prepared in accordance with GAAP and fairly present the financial condition of the Issuer and the CRA, respectively, as of their date, and (ii) since the date of the information presented in the 2016 audit (latest audit available at this time) there has been no material adverse change in the financial condition of the City and the CRA, respectively, or the pledged sources of repayment.

\* We would require that the interest rate on the loan be "grossed up" and applied retroactively to the date of any event of taxability should it be determined by the Internal Revenue Service that the tax status of the Notes has changed due to the actions or inaction of the Issuer. Such "gross up" would not exceed any statutory limit imposed by the State of Florida and would be equal to the tax equivalent yield as originally contemplated by the Bank.

\* Provision would be made for a "default interest rate" equal to 18% or any statutory interest rate limitation imposed by the State of Florida, whichever is less.

\* The loan documentation would define standard events of default as are customary for this type of transaction and would provide reasonable remedies to the Bank in the event of default under the loan documents, but would exclude the right of acceleration unless other loans secured by the same revenue sources are granted such rights.

\* The Issuer, immediately upon receiving knowledge of an event of default, would provide written notice to the Bank in the event of default.

\* The Issuer would reimburse the Bank (or its agent e.g., receiver, trustee, etc.) for all reasonable legal and collection costs to exercise its remedies or collect its payments for the loan in the event of default.

\* The Bank's remedies could be exercised independently of all other series of debt obligations of the Issuer and would require no other noteholders', bondholders' or creditors' approvals to exercise such remedies in the event of default.

\* The Issuer would provide to the Bank (at no cost) the following information: a copy of its audited financial statement annually (automatically within 210 days after fiscal year end or whenever it becomes available, whichever occurs first), annual operating budgets (if requested by the Bank), and such other financial information as the Bank may reasonably request.

Closing costs, fees and expenses: The Bank would charge no fees and assess no closing costs for its own benefit. However, we would require the Issuer to reimburse the Bank for "Bank Counsel" expenses. Bank Counsel's fee will not exceed \$6,500 if its role is limited to a "review"

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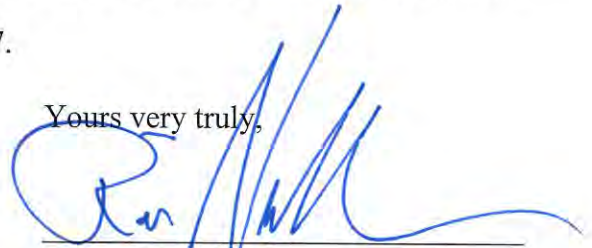
July 20, 2017

function only. All other legal expense i.e., Note Counsel and the Issuer's Local Counsel would be paid directly by the Issuer. See the "Documentation" paragraph above for more detail.

Delivery: As soon as possible after all approvals, but in any event the loan would be closed no later than August 15, 2017 in order for us to hold firm the quoted fixed rate of interest.

This proposal shall remain valid August 15, 2017.

Yours very truly,



Name: Ric Nickelsen

Title: Vice President, SmartBank

**Accepted and Approved:**

The City of Pensacola Community Redevelopment Agency and the City of Pensacola, Florida have accepted this Financing Proposal from SmartBank and hereby selects SmartBank to finance the above referenced Project.

Approved and accepted: As of this \_\_\_\_ day of \_\_\_\_\_, 2017.



**EXHIBIT E**

**FORM OF INTERLOCAL AGREEMENT**

[Follows]

INTERLOCAL AGREEMENT

between

THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA,  
FLORIDA

and

THE CITY OF PENSACOLA, FLORIDA

**INTERLOCAL AGREEMENT  
WESTSIDE REDEVELOPMENT REVENUE BOND,  
SERIES 2017**

This INTERLOCAL AGREEMENT made and entered into this 15<sup>th</sup> day of August, 2017 (herein, the "Agreement"), by and between THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA, a public body corporate and politic of the State of Florida (the "Agency"), and the CITY OF PENSACOLA, FLORIDA, a municipal corporation of the State of Florida (the "City");

**W I T N E S S E T H:**

**WHEREAS**, on September 25, 1980, the City Council of the City (the "City Council") adopted Resolution No. 54-80 which created the Community Redevelopment Agency of the City of Pensacola, Florida and declared the City Council to be the Agency as provided in Section 163.357, Florida Statutes; and

**WHEREAS**, pursuant to Resolution No. 04-07, enacted on January 25, 2007, the City Council designated the boundaries and found and determined that an area designated therein as the "Westside Community Redevelopment Area" is a blighted area as therein described, and

**WHEREAS**, on May 24, 2007, the City Council approved, by Resolution No. 13-07, the "Westside Community Redevelopment Plan" for the Westside Community Redevelopment Area; and

**WHEREAS**, pursuant to Sections 163.2520 and 163.387, Florida Statutes, on January 17, 2008, the City Council enacted Ordinance No. 01-08, as subsequently amended by Ordinance No. 31-14 enacted by the City Council on August 28, 2014, creating and establishing the Westside Community Redevelopment Trust Fund; and

**WHEREAS**, the Agency is responsible for implementation of community redevelopment plans providing for the redevelopment, rehabilitation and improvement of community redevelopment areas in the City; and

**WHEREAS**, the City and the Agency have determined to redevelop and revitalize the Westside Community Redevelopment Area as a visibly attractive, economically viable, and socially desirable area of the City; and

**WHEREAS**, in accordance with the intent and purpose of Section 163.01, Florida Statutes, the parties have elected to enter into this Agreement to jointly and collectively provide for the acceptance by the Agency of the issuance by the City of its \$4,082,000 Westside Redevelopment Revenue Bond, Series 2017 (the “Series 2017 Bond”), pursuant to Resolution No. \_\_-17 adopted by the City Council on August 10, 2017 (the “Bond Resolution”), to finance the Series 2017 Project as therein described; and

**WHEREAS**, the City Council and the Agency have determined that this Agreement and the Series 2017 Project and expenditures contemplated hereunder serve public purposes and are appropriate and necessary undertakings in furtherance of redeveloping the Westside Community Redevelopment Area consistent with the Westside Community Redevelopment Plan.

**NOW, THEREFORE**, in consideration of the mutual covenants of and benefits derived from this Agreement, the sufficiency of which is hereby acknowledged by the City and the Agency agree as follows:

Section 1. Authority. This Agreement is entered into pursuant to and under the authority of the City Charter; Section 163.01, Florida Statutes; the Community Redevelopment Act of 1969 (the “Act”), codified in Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes, and other applicable law, as amended and supplemented.

Section 2. Incorporation of Recitals. The recitals set forth above are hereby incorporated into the terms of this Agreement.

Section 3. Definitions. Unless the context otherwise requires, all terms used herein shall have the meanings assigned to such terms in the Bond Resolution.

Section 4. Series 2017 Bond Accepted; Obligation to Repay City.

(A) The City's issuance of the Series 2017 Bond is hereby acknowledged by the Agency, and the Agency hereby confirms, consents to and accepts the terms thereof and as set forth in the Bond Resolution.

(B) The Agency hereby covenants to fund, pay, reimburse and repay the City the amounts due under the Series 2017 Bond and the Bond Resolution, including payment of the principal of and interest on the Series 2017 Bond. The Agency hereby pledges the Tax Increment Revenues to the City and shall pay the amounts due hereunder from Tax Increment Revenues or from any other funds of the Agency legally available for such purpose. To the extent that Tax Increment Revenues are insufficient to fully pay the principal of and interest on the Series 2017 Bond, and the City has advanced Local Business Tax for the payment thereof in accordance with the terms of the Bond Resolution (an “Advance”), the Agency shall repay such Advance and pay interest on such Advance at the “WSJ Prime Rate” published by *The Wall*

*Street Journal* or such other prime rate as published by such other publication as the City's Chief Financial Officer may reasonably designate. The obligations of the Agency described in this Section 4(B) are cumulative and shall continue until amounts due hereunder and under the Bond Resolution are fully paid. The obligation of the Agency to pay the City the amount of any Advance and interest thereon shall be junior and subordinate in all respects to the Agency's obligation hereunder to make payments sufficient to pay the Series 2017 Bond and any Additional Obligations issued in accordance with the Bond Resolution.

Section 5. Term. This Agreement shall become effective upon execution by the Parties and continue in full force and effect until the obligations hereunder approved by this Agreement, including principal and accumulated interest, has been fully repaid.

Section 6. Amendments. This Agreement may be amended by the mutual written agreement of all parties at any time and from time to time, which amendments shall become effective upon filing thereof in the public records of Escambia County, Florida, pursuant to Section 163.01(11), Florida Statutes.

Section 7. Assignment. No party to this Agreement may, directly or indirectly, assign or transfer any or all of their duties, rights, responsibilities, or obligations under this Agreement to any other party or person not a party to this Agreement, without the express prior approval of the other party to this Agreement.

Section 8. Severability. The provisions of this Agreement are severable, and it is the intention of the parties hereto to confer the whole or any part of the powers herein provided for and if any of the provisions of this Agreement or any other powers granted by this Agreement shall be held unconstitutional, invalid or void by any court of competent jurisdiction, the decision of said court shall not affect or impair any of the remaining provisions of this Agreement. It is hereby declared to be the intent of the parties hereto that this Agreement would have been adopted, agreed to, and executed had such unconstitutional, invalid or void provision or power not been included therein.

Section 9. Controlling Law; Venue. Any and all provisions of this Agreement and any proceeding seeking to enforce and challenge any provision of this Agreement shall be governed by the laws of the State of Florida. Venue for any proceeding pertaining to this Agreement shall be Escambia County, Florida.

Section 10. Members Not Liable.

(A) All covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City and the Agency, respectively, to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida.

(B) No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future individual member of a governing body or agent or employee of the Agency or the City in his or her



Agreement shall be deemed to have been duly and properly executed even though on the Effective Date any such individual may not hold such office.

Section 14. Limited Obligation. Neither the full faith and credit of the City, the Agency or of the State of Florida or any political subdivision thereof is pledged to meet the funding obligations hereunder, and no party shall ever have the right to compel any exercise of any ad valorem taxing power of the City, the Agency or of the State of Florida or any political subdivision thereof, directly or indirectly to enforce any payment or funding of money provided for hereunder. This Agreement shall not constitute a lien upon any property of the City or the Agency except in the manner and to the express extent described herein.

Section 15. City and Agency Not Liable. Nothing contained in this Agreement shall be construed or deemed, nor is intended, or impose any obligation upon the City or the Agency except to the extent expressly assumed by the City or the Agency, respectively.

Section 16. Filing with County Clerk of the Court. The City is hereby authorized and directed after approval of this Agreement by the Agency and the City and the execution hereof to submit this Agreement to the Clerk of the Court of Escambia County, Florida, for filing in the public records of Escambia County, Florida, as provided by Section 163.01(11), Florida Statutes.

[Remainder of page intentionally left blank]



**IN WITNESS WHEREOF**, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement as of the day and year first above written.

COMMUNITY REDEVELOPMENT  
AGENCY OF THE CITY OF  
PENSACOLA, FLORIDA

Attest:

\_\_\_\_\_  
Jewel Cannada-Wynn, Chairwoman

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

CITY OF PENSACOLA, FLORIDA

\_\_\_\_\_  
Ashton J. Hayward, III, Mayor

Legal in Form and Valid as Drawn:

Attest:

\_\_\_\_\_  
Lysia Bowling, City Attorney

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

Approved as to Content:

Approved as to Content:

\_\_\_\_\_  
Richard Barker, Jr.  
Chief Financial Officer

\_\_\_\_\_  
M. Helen Gibson  
Community Redevelopment Agency  
Administrator

*[Signature Page to Interlocal Agreement]*



## Memorandum

File #: 17-00250

Community Redevelopment Agency

4/10/2017

**LEGISLATIVE ACTION ITEM**

**SPONSOR:** Jewel Cannada-Wynn, Chairperson

**SUBJECT:**

APPROVAL OF CRA PROJECTS

**RECOMMENDATION:**

That the Community Redevelopment Agency (CRA) approve the proposed project funding allocation from the current year CRA budget. Further that the CRA request that the City of Pensacola pursue financing options, to be repaid from future TIF revenues, for those projects requiring financing.

**SUMMARY:**

The following revitalization projects are recommended for approval for funding and implementation in the Urban Core, Eastside, and Westside CRA districts during fiscal years 2017 and 2018. Projects are proposed to be funded from available current year TIF, program income and/or financing. Proposed revisions to Chapter 163 of the Florida Statutes, governing Community Redevelopment Agencies, would restrict the ability of CRA's to undertake or fund any projects which have not been previously approved or for which debt service repayment has not been committed prior to a specified date in 2017.

<b>Urban Core</b>	
<b>Projects to be Funded With Funds Available in</b>	<b>Amount</b>
New Market Tax Credit Unwind	\$100,000
Community Policing	100,000
Belmont Devilliers Commercial Façade Program	150,000
Affordable Housing Rehabilitation	437,500
Redevelopment Area Design Guideline Development	35,000
Pelican Drop Support	30,000
Streetscape Amenities Repair/Replacement	100,000
Disposition of CRA Properties	20,000
<b>Projects Requiring Financing</b>	
Devilliers Streetscape Expansion	5,200,000
Reus Streetscape Improvements	5,200,000

A Street Streetscape Improvements	5,200,000
<b>Total</b>	<b>\$16,572,500</b>

<b>Eastside</b>	
<b>Projects to be Funded With Funds Available in</b>	<b>Amount</b>
Chappie James Museum and Flight Academy Park	\$1,313,340
Redevelopment Area Design Guideline Developme	25,000
Chappie James Museum and Flight Academy Park	440,000
<b>Projects Requiring Financing</b>	
Affordable Housing Rehabilitation	350,000
Hollice T. Williams Greenway Improvements	16,400,000
<b>Total</b>	<b>\$18,528,340</b>

<b>Westside</b>	
<b>Projects to be Funded With Funds Available in</b>	<b>Amount</b>
Redevelopment Area Design Guideline Developme	\$25,000
Commercial Façade Program	25,000
Affordable Housing Rehabilitation	100,000
Community Policing	90,000
Hazardous Tree Removal Program	10,000
<b>Projects Requiring Financing</b>	
West Moreno/Baptist Area Streetscape Improve	12,300,000
Property Rehabilitation, Land Acquisition, Clearan	2,200,000
A Street Streetscape Improvements	5,200,000
Sidewalk Enhancement	15,000
<b>Total</b>	<b>\$19,965,000</b>

**PRIOR ACTION:**

August 1, 2016 - CRA Board approved Fiscal Year 2017 Budget Resolutions for the Urban Core Tax Increment Financing District, the Eastside Tax Increment Financing District, and the Westside Tax Increment Financing District.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Proposed projects are to be funded from current year TIF, program income, and/or proposed financing, with debt service to be paid from future TIF revenues.

**CITY ATTORNEY REVIEW:** Yes

4/4/2017

**STAFF CONTACT:**

M. Helen Gibson, AICP, CRA Administrator

**ATTACHMENTS:**

None

**PRESENTATION:** No



Memorandum

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File #: 17-39

City Council

8/10/2017

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**LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 17-39 - APPROPRIATING FUNDING IN CONNECTION WITH THE WESTSIDE REDEVELOPMENT REVENUE BOND, SERIES 2017.

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 17-39.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On April 10, 2017, the Community Redevelopment Agency (CRA) requested that the City pursue financing options for eligible Eastside and Westside projects, to be repaid from future Tax Increment Financing (TIF) revenues. Westside projects approved by the CRA at the meeting included land acquisitions, various streetscape projects and sidewalk enhancements.

Mitch Owens, the City's Financial Advisor with RBC Capital Markets, LLC has pursued financing options and has recommended SmartBank as the lender. SmartBank has offered twenty (20) year financing for both the CRA's Eastside and Westside Tax Increment Financing Districts at a fixed interest rate of 3.33%. Interest will be paid semi-annually on October 1 and April 1 of each year and principal payments will be paid annually on April 1 commencing on April 1, 2018 and maturing on April 1, 2037. The pledged revenues include Tax Increment Revenues derived from the Westside Redevelopment Area, and in the event that these revenues are insufficient, the Local Business Tax. The City's bond attorney has incorporated within the Resolution an interlocal agreement between the City and the CRA whereby the CRA agrees that in the event that Tax Increment Revenues are insufficient to fully pay the principal and interest on the Series 2017 Bond, and the City advances Local Business Tax for the payment thereof, the CRA shall repay such advance plus interest to the City once funds become available.

Upon approval of the financing by City Council, the Westside Redevelopment Revenue Bond proceeds will be

available to fund land acquisitions, various streetscape projects and sidewalk enhancements. Any remaining proceeds can be used for capital improvements as identified in the Westside Neighborhood Plan.

Estimated Tax Increment Revenues are sufficient to meet debt service requirements for the twenty (20) year financing term as well as cover operations as currently structured in the fiscal year 2018 budget. However, for the next twenty (20) years, Tax Increment Revenues will be fully committed and additional projects as identified in the Westside Neighborhood Plan will need to come from revenue growth or other sources.

The financing team consists of Mitch Owens, the City's Financial Advisor with RBC Capital Markets, LLC and Randy Clement, Esq., with Bryant Miller Olive, the City's Bond Counsel.

In accordance with Section 163.346, Florida Statutes, a notice regarding the proposed issuance of the Westside Redevelopment Revenue Bond, Series 2017 has been sent to each taxing authority which levies ad valorem taxes on taxable real property contained within the geographic boundaries of the redevelopment area. Further, a notice of the public meeting has been published in the Pensacola News Journal of such proposed action in accordance with Florida Statutes.

**PRIOR ACTION:**

April 10, 2017 - CRA requested that the City pursue financing options for eligible Eastside and Westside projects, to be repaid from future Tax Increment Financing revenues.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Adoption of Supplemental Budget Resolution No. 17-39 will appropriate funding for the Community Redevelopment Agency's Westside Redevelopment Bond, Series 2017.

**CITY ATTORNEY REVIEW:** Yes

7/24/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker, Jr., Chief Financial Officer

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 17-39
- 2) Supplemental Budget Explanation No. 17-39

**PRESENTATION:** No

**RESOLUTION  
NO. 17-39**

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE  
FISCAL YEAR ENDING SEPTEMBER 30, 2017; 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. WESTSIDE TIF FUND**

To:	Transfer Out To CRA Debt Service Fund	180,000
As Reads	Personal Services	101,500
To:		
Reads	Personal Services	41,500
As Reads	Operating Expense	181,221
To:		
Reads	Operating Expense	61,221

**B. CRA DEBT SERVICE FUND**

To:	Transfer In From Eastside TIF Fund	180,000
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**C. CRA CAPITAL PROJECTS FUND**

To:	Bond Proceeds	4,082,000
To:	Operating Expenses	34,000
To:	Capital Outlay	4,048,000

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

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

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

**THE CITY OF PENSACOLA**

**AUGUST 2017 - WESTSIDE TIF BOND - RESOLUTION NO. 17-39**

<u>FUND</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
<b>A. WESTSIDE TIF FUND</b>		
Appropriations		
Personal Services	(60,000)	Decrease Personal Services
Operating Expense	(120,000)	Decrease Operating Expense
Transfer out to CRA Debt Service Fund	180,000	Appropriate Funding For Transfer Out To CRA Debt Service Fund
Total Appropriations	<u>0</u>	
<b>B. CRA DEBT SERVICE FUND</b>		
Estimated Revenues		
Transfer in From Westside TIF Fund	180,000	Appropriate Estimated Revenue From Transfer In From Westside TIF Fund
Total Revenues	<u>180,000</u>	
<b>C. CRA CAPITAL PROJECTS FUND</b>		
Estimated Revenues		
Bond Proceeds	4,082,000	Appropriate Estimated Revenue From 2017 Westside Bond Proceeds
Total Revenues	<u>4,082,000</u>	
Appropriations		
Operating Expenses	34,000	Appropriate Funding For Operating Expenses
Capital Outlay	4,048,000	Appropriate Funding For Capital Outlay
Total Appropriations	<u>4,082,000</u>	





Memorandum

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File #: 17-43

City Council

8/10/2017

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**LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

RESOLUTION NO. 17-43 - AUTHORIZING A FINANCING IN THE PRINCIPAL AMOUNT OF \$1,307,000 TO FINANCE ELIGIBLE CAPITAL PROJECTS IN THE COMMUNITY REDEVELOPMENT AGENCY'S EASTSIDE TAX INCREMENT FINANCING DISTRICT AND AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND THE COMMUNITY REDEVELOPMENT AGENCY RELATING TO SUCH FINANCING.

**RECOMMENDATION:**

That City Council adopt Resolution No. 17-43.

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA AUTHORIZING THE ISSUANCE BY THE CITY OF AN EASTSIDE REDEVELOPMENT REVENUE BOND, SERIES 2017, IN THE PRINCIPAL AMOUNT OF \$1,307,000 TO FINANCE CERTAIN COMMUNITY REDEVELOPMENT IMPROVEMENTS IN THE EASTSIDE NEIGHBORHOOD REDEVELOPMENT AREA AS DESCRIBED HEREIN; PLEDGING THE TAX INCREMENT REVENUES OF THE EASTSIDE NEIGHBORHOOD REDEVELOPMENT AREA AND THE CITY'S LOCAL BUSINESS TAX AS SECURITY FOR THE PAYMENT OF SAID SERIES 2017 BOND; PROVIDING FOR THE RIGHTS, SECURITY, AND REMEDIES FOR THE REGISTERED OWNER OF THE SERIES 2017 BOND; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AUTHORIZING THE AWARD OF THE SALE OF THE SERIES 2017 BOND; AUTHORIZING FURTHER OFFICIAL ACTION IN CONNECTION WITH THE DELIVERY OF THE SERIES 2017 BOND; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On April 10, 2017, the Community Redevelopment Agency (CRA) requested that the City pursue financing options for eligible Eastside and Westside projects, to be repaid from future Tax Increment Financing (TIF) revenues. Eastside projects approved by the CRA at the meeting included the General Daniel "Chappie" James

Jr. Museum & Flight Academy Project, affordable housing rehabilitation and greenway improvements.

Mitch Owens, the City's Financial Advisor with RBC Capital Markets, LLC has pursued financing options and has recommended SmartBank as the lender. SmartBank has offered twenty (20) year financing for both the CRA's Eastside and Westside Tax Increment Financing Districts at a fixed interest rate of 3.33%. Interest will be paid semi-annually on October 1 and April 1 of each year and principal payments will be paid annually on April 1 commencing on April 1, 2018 and maturing on April 1, 2037. The pledged revenues include Tax Increment Revenues derived from the Eastside Redevelopment Area, and in the event that these revenues are insufficient, the Local Business Tax. The City's bond attorney has incorporated within the Resolution an interlocal agreement between the City and the CRA whereby the CRA agrees that in the event that Tax Increment Revenues are insufficient to fully pay the principal and interest on the Series 2017 Bond, and the City advances Local Business Tax for the payment thereof, the CRA shall repay such advance plus interest to the City once funds become available.

Upon approval of the financing by City Council, the Eastside Redevelopment Revenue Bond proceeds will be available to fund the remaining cost for the construction of the General Daniel "Chappie" James Jr. Museum & Flight Academy Project. Any remaining proceeds can be used for capital improvements as identified in the Eastside Neighborhood Plan.

Estimated Tax Increment Revenues are sufficient to meet debt service requirements for the twenty (20) year financing term as well as cover operations as currently structured in the fiscal year 2018 budget. However, for the next twenty (20) years, Tax Increment Revenues will be fully committed and additional projects as identified in the Eastside Neighborhood Plan will need to come from revenue growth or other sources.

On January 12, 2017, City Council approved the transfer of \$440,000 from the City's General Fund to the Eastside TIF Fund, specifically for the General Daniel "Chappie" James Jr. Museum & Flight Academy Project. With the anticipated financing proceeds covering the remaining cost of the Project, the \$440,000 transfer from the City's General Fund to the Eastside TIF Fund is no longer required. City staff suggest that these funds remain in the City's General Fund and be designated to the Housing Initiatives Fund specifically for use in the Pensacola Inner City Community Redevelopment Area in order to fund the Eastside and Westside affordable housing rehabilitation projects.

The financing team consists of Mitch Owens, the City's Financial Advisor with RBC Capital Markets, LLC and Randy Clement, Esq., with Bryant Miller Olive, the City's Bond Counsel.

In accordance with Section 163.346, Florida Statutes, a notice regarding the proposed issuance of the Eastside Redevelopment Revenue Bond, Series 2017 has been sent to each taxing authority which levies ad valorem taxes on taxable real property contained within the geographic boundaries of the redevelopment area. Further, a notice of the public meeting has been published in the Pensacola News Journal of such proposed action in accordance with Florida Statutes.

**PRIOR ACTION:**

January 12, 2017 - City Council approved the transfer of \$440,000 from the City's General Fund to the Eastside TIF Fund, specifically for the General Daniel "Chappie" James Jr. Museum & Flight Academy Project.

April 10, 2017 - CRA requested that the City pursue financing options for eligible Eastside and Westside projects, to be repaid from future Tax Increment Financing revenues.

July 13, 2017 - City Council approved Ordinance No. 21-17, extending the Eastside Neighborhood Redevelopment Trust Fund for an additional twenty (20) years.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Bond proceeds are estimated to be \$1,307,000. Estimated closing cost of \$12,000 will be paid from bond proceeds resulting in total estimated project funds of \$1,295,000. The twenty (20) year bond will have semiannual interest payments on October 1 and April 1 each year commencing on October 1, 2018. Principal payments will be due April 1 each year with the first payment due on April 1, 2018 and final maturity of April 1, 2037. Loan term assumes a fixed interest rate of 3.33%. The pledged revenues include the Tax Increment Revenues and in the event that these revenues are insufficient, the Local Business Tax. Debt service will be appropriated in the CRA Debt Service Fund and paid from revenues collected in the Eastside Tax Increment Financing District Fund.

**CITY ATTORNEY REVIEW:** Yes

7/24/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker, Jr., Chief Financial Officer

**ATTACHMENTS:**

- 1) Resolution No. 17-43
- 2) April 10, 2017 CRA action item approving TIF district projects and requesting financing

**PRESENTATION:** No

RESOLUTION NO. 17-43

OF THE

CITY OF PENSACOLA, FLORIDA

ADOPTED AUGUST 10, 2017

RELATING TO:

\$1,307,000  
CITY OF PENSACOLA, FLORIDA  
EASTSIDE REDEVELOPMENT REVENUE BOND,  
SERIES 2017

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EXHIBIT A – FORM OF SERIES 2017 BOND

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EXHIBIT D – PROPOSAL OF LENDER

EXHIBIT E – FORM OF INTERLOCAL AGREEMENT

RESOLUTION NO. 17-43

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA AUTHORIZING THE ISSUANCE BY THE CITY OF AN EASTSIDE REDEVELOPMENT REVENUE BOND, SERIES 2017, IN THE PRINCIPAL AMOUNT OF \$1,307,000 TO FINANCE CERTAIN COMMUNITY REDEVELOPMENT IMPROVEMENTS IN THE EASTSIDE NEIGHBORHOOD REDEVELOPMENT AREA AS DESCRIBED HEREIN; PLEDGING THE TAX INCREMENT REVENUES OF THE EASTSIDE NEIGHBORHOOD REDEVELOPMENT AREA AND THE CITY'S LOCAL BUSINESS TAX AS SECURITY FOR THE PAYMENT OF SAID SERIES 2017 BOND; PROVIDING FOR THE RIGHTS, SECURITY, AND REMEDIES FOR THE REGISTERED OWNER OF THE SERIES 2017 BOND; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AUTHORIZING THE AWARD OF THE SALE OF THE SERIES 2017 BOND; AUTHORIZING FURTHER OFFICIAL ACTION IN CONNECTION WITH THE DELIVERY OF THE SERIES 2017 BOND; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

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

**Section 1. Authority for this Resolution.**

This Resolution is adopted pursuant to the Constitution of the State of Florida, Chapter 163, Part III, Florida Statutes, Chapter 166, Part II, Florida Statutes, the municipal charter of the City of Pensacola, Florida (the "Issuer"), and other applicable provisions of law (collectively, the "Act").

**Section 2. Definitions.**

The following terms shall have the following meanings when used in this resolution unless the context clearly requires otherwise. Words importing singular numbers shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

“Act” shall have the meaning ascribed thereto in Section 1 of this Resolution.

"Additional Obligations" means bonds, notes or other debt obligations hereafter issued payable from Pledged Revenues on a parity with the Series 2017 Bond.

“Adjusted Interest Rate” shall have the meaning ascribed to it in Schedule 1 of the Series 2017 Bond.

“Agency” means The Community Redevelopment Agency of the City of Pensacola, Florida, created pursuant to Resolution No. 55-80 adopted by the City Council on September 25,

1980, as confirmed and ratified by Resolution No. 65-81 adopted by the City Council on September 22, 1981.

“Authorized Investments” means any investment, obligation, agreement or other financial instrument to the extent not inconsistent with the terms of the investment policy of the Issuer and applicable law.

“Bond Counsel” means Bryant Miller Olive P.A. or any subsequent nationally recognized bond counsel appointed by to the Issuer.

“Bonds” shall mean bonds, notes or other debt obligations authorized and issued pursuant to this Resolution and any Additional Obligations issued hereafter in accordance with the provisions hereof.

“Business Day” means any day of the year other than a day on which the Lender or the Issuer are lawfully closed for business.

“Charter” means the municipal charter of the Issuer.

“Chief Financial Officer” means the Chief Financial Officer of the Issuer, or his or her designee.

“City” means the City of Pensacola, Florida, a municipal corporation of the State.

“City Administrator” means the City Administrator of the Issuer, or any acting or interim City Administrator, or his or her designee.

“City Attorney” means the City Attorney of the Issuer, or his or her designee.

“City Council” means the City Council of the Issuer, as the governing body of the Issuer.

“Clerk” means the Clerk of the Issuer, any acting, deputy, or assistant Clerk, or his or her designee.

"Code" means the Internal Revenue Code of 1986, as amended.

“Date of Delivery” means August 15, 2017 or such other date which shall be agreed upon by the Issuer and the Lender.

“Default” or “Event of Default” means an Event of Default as defined and described in Section 16(A) hereof.

“Default Rate” shall mean, with respect to the Series 2017 Bond, a rate of interest per annum equal to the lesser of eighteen percent (18.00%) or the maximum rate allowed by applicable law.

“Determination of Taxability” means an official and final action is taken or announced by the Internal Revenue Service or a court of competent jurisdiction determining or declaring interest on the Series 2017 Bond is or was includable in the gross income of the Registered Owner thereof for federal income tax purposes under the Code as a result of any action or inaction by the Issuer (which determination or declaration is final and non-appealable or is not appealed within the requisite time for appeal), and not due to a change of law.

"Eastside Neighborhood Redevelopment Area" means the area designated as a community redevelopment area pursuant to the Act, Resolution No. 54-80 adopted by the City Council on September 25, 1980, as ratified and confirmed by Resolution No. 65-81 adopted by the City Council on September 22, 1981, Ordinance No. 46-00 and Ordinance No. 47-00, each enacted by the City Council on October 26, 2000, and Resolution No. 41-05 adopted by the City Council on October 13, 2005, and known generally as the "Eastside Neighborhood Redevelopment Area" located within the boundaries of the Urban Infill and Redevelopment Area described therein.

"Eastside Neighborhood Redevelopment Plan" means the Eastside Neighborhood Plan prepared by the Agency, dated January 2004, and approved by the Issuer on February 12, 2004, as hereafter amended from time to time, particularly as amended pursuant to Ordinance No. 20-17 of the City Council enacted on July 13, 2017.

"Eastside Neighborhood Redevelopment Trust Fund" shall mean the Eastside Neighborhood Redevelopment Trust Fund established under Section 163.387, Florida Statutes, and Ordinance No. 16-05 of the Issuer enacted on October 13, 2005, as amended by Ordinance No. 21-17 of the Issuer enacted on July 13, 2017, into which the Tax Increment Revenues are deposited from time to time.

“Financial Advisor” means RBC Capital Markets, LLC.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

“Interest Payment Date” means each April 1 and October 1, commencing April 1, 2018, and continuing through the Maturity Date.

“Interlocal Agreement” means the Interlocal Agreement between the Issuer and the Agency and relating to the Series 2017 Bond, the form of which is approved pursuant to Section 23 hereof.

"Issuer" means the City.

“LBT Obligations” means additional obligations of the Issuer secured by a lien on the Local Business Tax on a parity with the Series 2017 Bond, but not secured by the Tax Increment Revenues, including the Issuer’s Westside Redevelopment Revenue Bond, Series 2017.

“Lender” means SmartBank Corporation, a Tennessee banking corporation, and its successors and assigns.



“Local Business Tax” shall mean the local business tax levied and collected by the Issuer pursuant to Section 205.042, Florida Statutes and Chapter 7-2 of its Code of Ordinances.

"Maturity Date" means April 1, 2037.

“Maximum Annual Debt Service” means the maximum annual debt service requirement on the Series 2017 Bond and any Additional Obligations and LBT Obligations issued hereunder pursuant to Section 11(F) hereof for the then current and any subsequent Fiscal Year.

“Mayor” means the Mayor of the Issuer or the City Administrator or Chief Financial Officer on behalf of the Mayor.

“Paying Agent” means an officer of the Issuer or the bank or trust company which the Issuer may from time to time designate to serve as paying agent for the Series 2017 Bond, initially, the Chief Financial Officer.

“Payment Date” means any Interest Payment Date or Principal Payment Date.

"Pledged Revenues" means, collectively, (i) the Tax Increment Revenues, (ii) the Local Business Tax, and (iii) moneys on deposit in the funds and accounts created hereunder (other than amounts constituting any rebate liability as described in the Tax Certificate).

“Principal Payment Date” means each April 1 commencing April 1, 2018, and continuing through the Maturity Date.

“Project Costs” means a portion of the cost of undertaking the Series 2017 Project including, but not limited to: engineering, legal, accounting, and financial expenses; expenses for estimates of costs and of revenues; expenses for plans, specifications and surveys; fees of fiscal agents, financial advisors or consultants; administrative expenses relating solely to the Series 2017 Project; costs of issuance with respect to the Series 2017 Bond; the cost of acquiring and constructing the Series 2017 Project, reimbursement to the Issuer for any sums heretofore expended for the foregoing purposes and such other costs and expenses as may be necessary or incidental to the financing or refinancing of the Series 2017 Project.

"Project Fund" means the Project Fund established with respect to the Series 2017 Bond pursuant to Section 13(B) hereof.

“Proposal” means the proposal for the purchase of the Series 2017 Bond submitted to the Issuer by the Lender, attached hereto as Exhibit D, and accepted by the Issuer with such changes as agreed to by the Issuer and the Lender.

“Register” means the books maintained by the Registrar in which are recorded the name and address of the Registered Owner of the Series 2017 Bond.

“Registered Owner” means the person in whose name the ownership of the Series 2017 Bond is registered on the books maintained by the Registrar. The initial Registered Owner shall be the Lender.

“Registrar” means the Person maintaining the Register. The Registrar shall initially be the Chief Financial Officer.

“Regulations” means the Income Tax Regulations promulgated by the Internal Revenue Service under Sections 103 and 141 through 150 of the Code.

“Resolution” means, collectively, this resolution and all resolutions amendatory hereof and supplemental hereto.

“Series 2017 Bond” means the City of Pensacola, Florida, Eastside Redevelopment Revenue Bond, Series 2017, authorized herein, in substantially the form attached hereto as Exhibit A, with such changes, modifications, insertions or deletions as are authorized herein.

“Series 2017 Project” means the construction of the General Daniel “Chappie” James Jr. Museum & Flight Academy Project and certain other community redevelopment capital improvements to the Eastside Neighborhood Redevelopment Area included in Eastside Neighborhood Plan, the costs of which are eligible for payment from Tax Increment Revenues.

"State" means the State of Florida.

“Subordinate Obligation” means the loan from the City to the Agency pursuant to the Interlocal Agreement between the City and the Agency dated as of September 30, 2016, for the purpose of financing the “Project” therein described and located within the Eastside Neighborhood Redevelopment Area.

“Tax Certificate” means the Issuer’s Tax Certificate as to Arbitrage and the Provisions of Sections 141-150 of the Internal Revenue Code of 1986, As Amended, dated as of the Delivery Date.

"Tax Increment Revenues" means the tax increment revenues paid into the Eastside Neighborhood Redevelopment Trust Fund.

### **Section 3. Findings.**

(A) Pursuant to Resolution No. 54-80 adopted by the City Council on September 25, 1980, and as confirmed and ratified pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council found and determined that an area designated therein as the “Pensacola Inner City” is a blighted area as therein described, that a combination of rehabilitation, conservation and redevelopment of the Pensacola Inner City is necessary, that there exists a need for a community redevelopment agency to function in the City to carry out community redevelopment purposes pursuant to Part II, Chapter 163, Florida Statutes, and that the Pensacola Inner City is appropriate for community redevelopment projects and is thereby designated a community redevelopment area.

(B) Pursuant to Resolution No. 55-80 adopted by the City Council on September 25, 1980, and as confirmed and ratified pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council declared itself to be the “Community Redevelopment Agency” in the City and vested all rights, powers, duties, privileges and immunities vested in a community redevelopment agency pursuant to Part III, Chapter 163, Florida Statutes, in the City Council, subject to all responsibilities and liabilities imposed or incurred, and enumerated certain powers of an Executive Committee therein described and certain powers of the City Council, including the power to issue revenue bonds.

(C) Resolution No. 22-10 adopted by the City Council on August 19, 2010, amended the composition of the Agency pursuant to the City’s Charter which became effective on January 10, 2011, such that the Agency be comprised of the nine (9) members of the City Council now seated pursuant to the Charter and that such City Council assume the powers of the Executive Committee therein dissolved. An Interlocal Agreement dated April 12, 2017, between the City and the Agency, provides the Mayor certain executive authority and supervision over the daily operations of the Agency for the current Fiscal Year.

(D) Pursuant to Ordinance No. 46-00 and Ordinance No. 47-00, each enacted on October 26, 2000, the City Council designated the boundaries and found and determined that an area designated therein as the “Urban Infill and Redevelopment Area” is a blighted area as therein described.

(E) On February 12, 2004, the City Council approved an “Eastside Neighborhood Plan” for an area located within the boundaries of the Urban Infill and Redevelopment Area. Pursuant to Resolution No. 41-05 adopted by the City Council on October 13, 2005, the City Council found and determined that the Eastside Neighborhood Redevelopment Area is a blighted area as therein described, that the rehabilitation, conservation and redevelopment, including the development of affordable housing for the purposes therein described, is necessary and that such area is appropriate for redevelopment projects.

(F) Ordinance No. 16-05 enacted by the City Council on October 27, 2005, established the Eastside Neighborhood Redevelopment Trust Fund and provided that funds allocated to and deposited in such fund shall be used for the purpose of financing the implementation of the Urban Infill and Redevelopment Plan, as amended, within the Eastside Neighborhood Redevelopment Area. On July 13, 2017, the City Council enacted Ordinance No. 21-17, amending Ordinance No. 16-05 to extend the Eastside Neighborhood Redevelopment Trust Fund for an additional twenty years or for a period commencing January 1, 2006, and each of thirty-nine (39) years thereafter. The Eastside Neighborhood Redevelopment Trust Fund is required to be maintained and administered as a separate account of the City for the purposes expressed in such ordinance and Chapter 163, Florida Statutes.

(G) Pursuant to the Interlocal Agreement, the Agency shall acknowledge the Issuer's issuance of the Series 2017 Bond and confirm, consent to and accept the terms thereof and as set forth herein. The Agency will further pledge the Tax Increment Revenues to the City and covenant to fund, pay, reimburse and repay the Issuer the amounts due under the Series 2017 Bond and

hereunder, including payment of the principal of and interest on the Series 2017 Bond from Tax Increment Revenues or from any other funds of the Agency legally available for such purpose.

(H) The Issuer has determined that it is necessary and in the best interests of the health, safety and welfare of the Issuer and its inhabitants that the Issuer undertake the Series 2017 Project and that the Series 2017 Project shall constitute and serve the purposes of “community redevelopment” within the meaning and in accordance with the Act. Issuance of the Series 2017 Bond to finance the Series 2017 Project serves a paramount public purpose.

(I) The Issuer is without currently available funds to pay the cost of the Series 2017 Project, and it is necessary and desirable that the Issuer borrow the moneys necessary to provide for payment of the Series 2017 Project.

(J) The Series 2017 Bond will be payable from the Pledged Revenues as and to the extent provided herein. The Pledged Revenues are not currently pledged or encumbered to pay any obligations of the Agency or the Issuer, except the Subordinate Obligation of the Agency which is secured by a junior and subordinate lien upon the Tax Increment Revenues. It is estimated that the Pledged Revenues will be sufficient to pay the principal of and interest on the Series 2017 Bond herein authorized, as the same become due, and to make all deposits required by this Resolution.

(K) The obligation of the Issuer to repay the Series 2017 Bond in accordance with its terms and to make the payments required hereunder is hereby declared to be and shall be a special, limited obligation of the Issuer, secured solely by the Pledged Revenues as further described herein. The payment of the principal of and interest on the Series 2017 Bond shall be secured solely by a first priority lien upon and pledge of the Pledged Revenues. The principal of and interest on the Series 2017 Bond shall not constitute a general obligation or indebtedness of the Issuer, but shall be a limited obligation of the Issuer payable solely from the Pledged Revenues, to the extent and as provided herein. The Registered Owner shall never have the right to compel the levy of taxes upon any property of or in the Issuer for the payment of the principal of and interest on the Series 2017 Bond.

(L) It is necessary and desirable to provide for the securing of the Series 2017 Bond, the issuance of the Series 2017 Bond and the taking of all other action in connection therewith.

(M) It is necessary and desirable to approve the estimated costs of issuance to be paid by the Issuer in connection with the delivery of the Series 2017 Bond.

(N) The Financial Advisor has solicited proposals for the purchase of the Series 2017 Bond pursuant to a negotiated private placement and is recommending the Issuer award the Series 2017 Bond to the Lender pursuant to the terms in the Proposal.

(O) The Issuer has received an offer from the Lender to purchase the Series 2017 Bond.

**Section 4. Authorization of Series 2017 Bond, Authorization of Series 2017 Project.**

(A) Subject and pursuant to the provisions hereof, an obligation of the Issuer to be known as the “City of Pensacola, Florida Eastside Redevelopment Revenue Bond, Series 2017” is hereby authorized to be issued under and secured by this Resolution in the principal amount of \$1,307,000 for the purposes of financing the Series 2017 Project and paying the costs of issuing the Series 2017 Bond.

(B) The financing and/or reimbursing of the Series 2017 Project is hereby authorized. The City Council and the proper officers of the Issuer are hereby directed to take all action and steps deemed necessary to construct the Series 2017 Project, which are not inconsistent with the terms and provisions of this Resolution.

**Section 5. Award of Series 2017 Bond.**

Because of the characteristics of the Series 2017 Bond, prevailing and expected market conditions it is in the best interest of the Issuer and shall effectuate the purpose of Chapter 163, Part III, Florida Statutes to accept the offer of the Lender to purchase the Series 2017 Bond at a private negotiated sale, which was based upon a competitive selection process. Prior to the issuance of the Series 2017 Bond, the Issuer shall receive from the Lender a Lender's Certificate, in substantially the form attached hereto as Exhibit B and a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, in substantially the form attached hereto as Exhibit C.

The Issuer hereby accepts the Proposal of the Lender; provided, however, in the event of any inconsistencies as between such Proposal and the Series 2017 Bond and this Resolution, the provisions of the Series 2017 Bond and this Resolution shall control.

**Section 6. This Resolution to Constitute Contract.**

In consideration of the acceptance of the Series 2017 Bond authorized to be issued hereunder by those who shall be Registered Owners of the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owners.

**Section 7. Description of the Series 2017 Bond.**

The Series 2017 Bond shall be dated the Date of Delivery and shall be subject to the following terms:

(A) Interest Rate. The Interest Rate on the Series 2017 Bond shall be a fixed rate of interest equal to 3.33% per annum, subject to adjustment as provided in Schedule 1 of the Series 2017 Bond. After a Determination of Taxability, the Interest Rate shall equal the Adjusted Interest Rate and after an Event of Default, the Interest Rate shall equal the Default Rate, however, in no event shall interest be payable on the Series 2017 Bond at a rate in excess of the maximum rate

permitted by applicable law. Interest on the Series 2017 Bond shall be calculated using a 360-day year consisting of twelve 30-day months and shall be paid by wire transfer or other medium acceptable to the Issuer and the Lender.

(B) Principal and Interest Payment Dates. Principal on the Series 2017 Bond shall be paid annually on each Principal Payment Date, in amounts specified in Schedule 2 attached to the Series 2017 Bond, and shall mature on the Maturity Date. Interest on the Series 2017 Bond shall be paid semi-annually on each Interest Payment Date.

(C) Prepayment of the Series 2017 Bond. The Issuer may prepay the Series 2017 Bond in whole on any date and in part on any Payment Date, upon at least 10 days' prior written notice to the Registered Owner at a price of par plus accrued interest to the date of prepayment, including without limitation interest accrued after the Accrual Date at the Adjusted Interest Rate and the Additional Amount (as such terms are defined in Schedule 1 of the Series 2017 Bond). Unless otherwise agreed to by the Registered Owner of the Series 2017 Bond, all prepayments of the principal of the Series 2017 Bond shall be increments of \$1,000 and shall be applied to the prepayment of principal installments in inverse order of the Principal Payment Dates specified in Schedule 2 attached to the Series 2017 Bond.

(D) Form of Series 2017 Bond. The Series 2017 Bond shall be in substantially the form attached hereto as Exhibit A, with such variations, omissions and insertions as may be necessary, desirable and authorized or permitted by this Resolution.

(E) Original Denomination. The Series 2017 Bond shall originally be issued in a single denomination in an amount equal to the original principal amount authorized hereunder.

### **Section 8. Execution, and Delivery of Series 2017 Bond.**

Pursuant to Section 4.01(1) of its Charter, the Issuer hereby authorizes the Mayor to execute the Series 2017 Bond, such execution to be attested under seal by the City Clerk, approved as to content by the Chief Financial Officer and designated as legal in form and valid as drawn by the City Attorney and further authorizes the Mayor to deliver the Series 2017 Bond to the Lender, and to take such other actions as shall be necessary to consummate the loan. In case any one or more of the officers who shall have signed or sealed the Series 2017 Bond or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Series 2017 Bond so signed and sealed has been actually sold and delivered, such Series 2017 Bond may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Series 2017 Bond had not ceased to hold such office. The Series 2017 Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Series 2017 Bond shall hold the proper office of the Issuer, although, at the date of such Series 2017 Bond, such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Series 2017 Bond shall be actually sold and delivered

## **Section 9. Registration and Exchange of the Series 2017 Bond.**

There shall be a Registrar who shall be responsible for maintaining the Register. The person in whose name ownership of a Series 2017 Bond is shown on the Register shall be deemed the Registered Owner thereof by the Issuer and the Registrar, who may treat the Registered Owner as the absolute owner of the Series 2017 Bond for all purposes, whether or not the Series 2017 Bond shall be overdue, and any notice to the contrary shall not be binding upon the Issuer or the Registrar.

Ownership of the Series 2017 Bond may be transferred or assigned only as a whole and not in part and only upon the Register. Upon surrender to the Registrar for transfer or exchange of the Series 2017 Bond accompanied by an assignment or written authorization for exchange, whichever is applicable, duly executed by the Registered Owner or its attorney duly authorized in writing, the Registrar shall deliver in the name of the transferee a new fully registered Series 2017 Bond of the same amount, maturity and interest rate as the Series 2017 Bond surrendered.

The Series 2017 Bond presented for transfer, exchange, redemption or payment (if so required by the Issuer or the Registrar) shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guaranty of signature satisfactory to the Registrar, duly executed by the Registered Owner or by his duly authorized attorney.

The Issuer and the Registrar may charge the Registered Owner a sum sufficient to reimburse them for any expenses incurred in making any exchange or transfer after the first such exchange or transfer following the delivery of such Series 2017 Bond. The Registrar or the Issuer may also require payment from the Registered Owner or his transferee, as the case may be, of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto by any governmental entity other than the Issuer. Such charges and expenses shall be paid before any such new Series 2017 Bond shall be delivered.

The new Series 2017 Bond delivered upon any registered transfer or exchange shall be a valid obligation of the Issuer, evidencing the same debt as the Series 2017 Bond surrendered, shall be secured under this Resolution, and shall be entitled to all of the security and benefits hereof to the same extent as the Series 2017 Bond surrendered.

Whenever a Series 2017 Bond shall be delivered to the Registrar for cancellation, upon payment of the principal amount thereof, or for replacement, transfer or exchange, such Series 2017 Bond shall be cancelled and destroyed by the Registrar, and counterparts of a certificate of destruction evidencing such destruction shall be furnished to the Issuer.

## **Section 10. Series 2017 Bond Mutilated, Destroyed, Stolen or Lost.**

In case the Series 2017 Bond shall be mutilated, or be destroyed, stolen or lost, upon the Registered Owner furnishing the Registrar satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur, the Registrar shall issue and deliver a new Series 2017 Bond of like tenor as the Series 2017 Bond so mutilated, destroyed, stolen or lost, in lieu of or substitution for the Series

2017 Bond, if any, destroyed, stolen or lost, or in exchange and substitution for such mutilated Series 2017 Bond, upon surrender of such mutilated Series 2017 Bond, if any, to the Registrar and the cancellation thereof; provided however, if the Series 2017 Bond shall have matured or be about to mature, instead of issuing a substitute Series 2017 Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Series 2017 Bond be lost, stolen or destroyed, without surrender thereof. Any Series 2017 Bond surrendered under the terms of this Section 10 shall be cancelled by the Registrar.

Any such new Series 2017 Bond issued pursuant to this Section 10 shall constitute an original, additional contractual obligation on the part of the Issuer whether or not, as to the new Series 2017 Bond, the lost, stolen or destroyed Series 2017 Bond be at any time found by anyone, and such new Series 2017 Bond shall be entitled to equal and proportionate benefits and rights as to security for payment to the same extent as the Series 2017 Bond originally issued hereunder.

### **Section 11. Covenants of the Issuer.**

Until the principal of and interest on the Series 2017 Bond shall have been paid in full or provision for payment of the Series 2017 Bond shall have been made in accordance with the provisions of this Resolution, the Issuer covenants with the Registered Owner of the Series 2017 Bond as follows:

(A) Establishment of Debt Service Fund and Accounts Therein. There is hereby created and established a Debt Service Fund (and the Principal Account and Interest Account therein). The Debt Service Fund and any other special funds herein established and created shall constitute trust funds of the Issuer for the purposes provided herein for such funds. All such funds shall be continuously secured in the same manner as deposits of governmental funds are authorized to be secured by the laws of the State.

The cash required to be accounted for in any funds established hereunder may be deposited in a single bank account, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the cash on deposit therein for the various purposes of such funds as herein provided.

The designation and establishment of the various funds and accounts in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided.

The moneys in the Debt Service Fund and the accounts therein until disbursed pursuant to the provisions hereof may be invested and reinvested only in Authorized Investments, in the manner provided by law. All income on such investments shall remain in such Fund and be used for the purposes herein described. Authorized Investments in the funds and accounts hereunder shall be valued at the market value thereof, exclusive of accrued interest, by the Issuer as frequently as reasonably deemed necessary by the Lender but not less often than annually nor more often than monthly.



(B) Disposition of Pledged Revenues. Tax Increment Revenues shall be deposited to the credit of the Eastside Neighborhood Redevelopment Trust Fund upon receipt. In each Fiscal Year, the Issuer shall transfer from the Eastside Neighborhood Redevelopment Trust Fund to the Debt Service Fund sufficient Tax Increment Revenues to pay the principal of and interest on the Series 2017 Bond coming due on the April 1 Payment Date in such Fiscal Year and on the October 1 Payment Date in the immediately following Fiscal Year and amounts necessary to cure any deficiencies in the Debt Service Fund. To the extent permitted by applicable law, that portion of the Tax Increment Revenues paid by Escambia County shall be deposited to the credit of the Debt Service Fund and used to pay debt service on the Series 2017 Bond prior to that portion of the Tax Increment Revenues paid by the City. Prior to each Payment Date, the Issuer shall deposit Local Business Tax sufficient to cause the amount on deposit in the Principal Account and Interest Account, respectively, to be sufficient to pay the principal of and interest on the Series 2017 Bond becoming due and payable on such Payment Date to the extent Tax Increment Revenues and other amounts therein are insufficient to make such payments.

Tax Increment Revenues and Local Business Tax in excess of the amounts necessary to make the deposits required hereby may be used by the Agency and the Issuer for any lawful purpose of the Eastside Neighborhood Redevelopment Trust Fund and of the Issuer, respectively, free and clear of the pledge thereof and lien thereon created pursuant to this Resolution.

Any provision hereof to the contrary notwithstanding, so long as the Issuer is not in default in the payment of principal, premium, if any, and interest on the Series 2017 Bond, then the failure to deposit the Pledged Revenues into the Debt Service Fund in the amounts required hereunder shall not be deemed a default hereunder so long as the full amount of such deposits necessary to make all such payments with respect to the Series 2017 Bond is deposited in such Fund on or prior to the date such payments are due.

(C) Tax Covenant. Neither the Issuer, nor any third party over whom the Issuer has control, will make any use of, or permit an omission of use, of the proceeds of the Series 2017 Bond at any time during the term of the Series 2017 Bond which would cause the Series 2017 Bond to be (a) a “private activity bond” within the meaning of Section 103(b)(1) of the Code or (b) an “arbitrage bond” within the meaning of Section 103(b)(2) of the Code. The Issuer covenants throughout the term of the Series 2017 Bond to comply with the requirements of the Code and the Regulations, as amended from time to time, and to take all actions, and to not permit the omission of any actions, necessary to maintain the exclusion from gross income for purposes of the Code of interest on the Series 2017 Bond, including, without limitation, the payment of arbitrage rebate, if required.

The Issuer hereby makes each of the representations, warranties and covenants contained in the Tax Certificate. By this reference, all terms, conditions, and covenants in said Tax Certificate are incorporated in and made a part of this Resolution.

(D) Financial Statements. At no cost to the Lender, the Issuer shall provide to the Lender its audited year-end financial statements no later than 210 days after the end of the each Fiscal Year prepared in accordance with generally accepted accounting principles.

(E) Annual Budget and Other Information. The Issuer will prepare its annual budget in accordance with the Act, and will provide at no cost to the Lender a copy of its final, adopted annual budget for each Fiscal Year upon request of the Lender. The Issuer will provide the Lender such other financial or public information as the Lender may reasonably request.

(F) Additional Debt. Additional Obligations payable on a parity with the Series 2017 Bond may be issued hereunder upon the filing with the Clerk and the Registered Owner of the Series 2017 Bond of a certificate of the Chief Financial Officer stating that the Pledged Revenues for the most recent Fiscal Year for which audited financial statements are available equals at least 1.5 times the Maximum Annual Debt Service on the Bonds then outstanding and the Additional Obligations proposed to be issued. LBT Obligations may be issued by the Issuer upon the filing with the Clerk and the Registered Owner of the Series 2017 Bond of a certificate of the Chief Financial Officer stating that the Local Business Tax for the most recent Fiscal Year for which audited financial statements are available equal at least 1.5 times the Maximum Annual Debt Service on the Bonds and LBT Obligations then outstanding and the LBT Obligations proposed to be issued; provided, however, that the foregoing shall not apply to the issuance of the Issuer's Westside Redevelopment Revenue Bond, Series 2017, which shall be secured by a lien on and pledge of the Local Business Tax on a parity with the Series 2017 Bond.

For purposes of calculating Maximum Annual Debt Service, interest on Additional Obligations and any LTB Obligations which bear interest at a variable rate of interest shall be deemed to bear interest at the greater of (i) 1.25 times the most recent 20 Bond Index published by *The Bond Buyer*, or (ii) 1.25 times the actual average interest rate during the prior Fiscal Year of the Issuer. For purposes of calculating Maximum Annual Debt Service, the debt service on Additional Obligations and LBT Obligations, whether bearing interest at a fixed or variable interest rate, constituting Balloon Indebtedness, shall be determined assuming such obligations are amortized over 20 years from the date of original issuance on an approximately level debt service basis. For purposes of the foregoing sentence, "Balloon Indebtedness" means obligations designated as such by the Issuer, 25% or more of the original principal of which matures during any one Fiscal Year.

Obligations secured by the Tax Increment Revenues and/or the Local Business Tax that are junior and subordinate in all respects to the Series 2017 Bond may be issued without regard to the foregoing.

(G) No Impairment. The Issuer covenants with the Registered Owner that it will not, without the written consent of the Registered Owner, enact any ordinance or adopt any resolution which repeals, impairs, or modifies in any manner adverse to the Registered Owner the Tax Increment Revenues or Local Business Tax.

(H) Receipt of Pledged Revenues. The Issuer covenants to do all things necessary or required on its part by the Act, or other applicable provisions of law, to enforce the collection and receipt of the Tax Increment Revenues and the Local Business Tax. The Issuer shall exercise all legally available remedies to enforce such collection and receipt now or hereafter available under law. The Issuer will not take any action, or enter into any agreement that shall result in reducing

the level of Local Business Tax below the amount sufficient to provide for the payment of the Series 2017 Bond as provided herein.

### **Section 12. Payment of Principal and Interest; Limited Obligation.**

The payment of the principal of and interest on the Series 2017 Bond shall be secured forthwith solely by and there is hereby granted to the Registered Owner of the 2017 Bond a first priority lien upon and pledge of the Pledged Revenues. The pledge of and lien on the Local Business Tax shall be on a parity with the pledge thereof and lien thereon securing the Issuer's Westside Redevelopment Revenue Bond, Series 2017. The principal of and interest on the Series 2017 Bond shall not constitute a general obligation or indebtedness of the Issuer, but shall be a limited obligation of the Issuer payable solely from the Pledged Revenues, to the extent and as provided herein. The Registered Owner shall never have the right to compel the levy of taxes upon any property of or in the Issuer for the payment of the principal of and interest on the Series 2017 Bond.

### **Section 13. Application of Proceeds of Series 2017 Bond.**

Simultaneously with the delivery of the Series 2017 Bond to the Lender, proceeds of the Series 2017 Bond shall be applied as follows:

(A) The Issuer shall pay all costs and expenses in connection with the preparation, issuance and sale of the Series 2017 Bond.

(B) Proceeds of the Series 2017 Bond remaining after payment of costs of issuance shall be deposited into a separate account of the Issuer hereby created and established to be known as the "City of Pensacola, Florida, Eastside Redevelopment Revenue Bond, Series 2017 Project Fund" (the "Project Fund") and shall be used by the Issuer to pay Project Costs. Monies in the Project Fund shall be invested in Authorized Investments, and all income derived therefrom shall be deposited in the Project Fund until the Series 2017 Project has been completed, at which time such income, together with any balance remaining in the Project Fund, shall be deposited to the credit of the Debt Service Fund and used to pay principal of and interest on the Series 2017 Bond.

To the extent there are no other available funds held hereunder, the Issuer shall use any remaining funds in the Project Fund to pay principal of and interest on the Series 2017 Bond.

Such fund shall be kept separate and apart from all other funds of the Issuer and the moneys on deposit therein shall be withdrawn, used and applied by the Issuer solely for the purposes set forth herein. Such proceeds shall be and constitute trust funds for such purpose and there is hereby created a lien in favor of the Series 2017 Bond upon such money until so applied by the Issuer solely for the purposes set forth herein.

### **Section 14. Amendment.**

This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Series 2017 Bond, except with the written consent of the Registered Owner.

## **Section 15. Limitation of Rights.**

With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Series 2017 Bond is intended or shall be construed to give to any person other than the Issuer and the Registered Owner any legal or equitable right, remedy, or claim under or with respect to this Resolution or any covenants, conditions, and provisions herein contained; this Resolution and all of the covenants, conditions, and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Registered Owner.

## **Section 16. Events of Default; Notice and Remedies.**

(A) Events of Default. The following shall be “Events of Default” hereunder, and the terms “Default” and “Events of Default” shall mean (except where the context clearly indicates otherwise), any one or more of the following events:

(1) Failure by the Issuer to make any payment of principal of or interest on the Series 2017 Bond within five (5) days of the date due.

(2) Failure by the Issuer to observe and perform any other covenant, condition or agreement on its part to be observed or performed hereunder for a period of thirty (30) days after written notice of such failure was or was by the terms hereof required to be delivered to the Issuer by the Registered Owner, unless the Registered Owner shall agree in writing to an extension of such time prior to its expiration;

(3) The making of any warranty, representation or other statement by the Issuer or by an officer or agent of the Issuer herein or in any instrument furnished in compliance with or in reference to this Resolution which is false or misleading in any material adverse respect;

(4) The filing of a petition against the Issuer or the Agency under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, if an order for relief is entered under such petition or such petition is not dismissed within ninety (90) days of such filing;

(5) The filing by the Issuer or the Agency of a voluntary petition in bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or the consent by the Issuer or the Agency to the filing of any petition against it under such law; or

(6) The admission by the Issuer or the Agency of its insolvency or bankruptcy or its inability to pay its debts as they become due or that it is generally not paying its debts as such debts become due, or the Issuer’s or Agency’s becoming insolvent or bankrupt or making an assignment for the benefit of creditors, or the appointment by court order of a custodian (including without limitation a receiver, liquidator or trustee) of the Issuer or any of its property taking possession thereof and such order remaining in effect or such possession continuing for more than sixty (60) days.

Upon an Event of Default specified in paragraphs (1) through (6) above, the Interest Rate shall immediately and automatically become the Default Rate.

(B) Notice of Defaults. The Issuer shall within five (5) Business Days after it acquires knowledge thereof, notify the Registered Owner of the Series 2017 Bond in writing (a) upon the happening, occurrence, or existence of any Event of Default that the Registered Owner is not otherwise aware of, or (b) any event or condition which with the passage of time or giving notice, or both, would constitute an Event of Default, and shall provide the Registered Owner of the Series 2017 Bond, with such written notice, a detailed statement by the Chief Financial Officer of all relevant facts and the action being taken or proposed to be taken by the Issuer with respect thereto. Regardless of the date of receipt of such notice by the Registered Owner of the Series 2017 Bond, such date shall not in any way modify the date of occurrence of the actual Event of Default.

(C) Remedies. For all Events of Default, the Registered Owner may sue to protect and enforce any and all rights, including the right to specific performance, existing under the laws of the State, of the United States of America, or granted and contained herein, and to enforce and compel the performance of all duties required by this Resolution or by any applicable laws to be performed by the Issuer, the City Council or by any officer thereof, and may take all steps to enforce this Resolution and the Issuer's rights under the Interlocal Agreement to the full extent permitted or authorized by the laws of the State or the United States of America. The Issuer hereby agrees to reimburse the Registered Owner for all reasonable legal and collection costs incurred by the Registered Owner in connection with the exercise of any remedies hereunder. The Registered Owner may exercise any remedies hereunder without any consent of any other holder, owner or creditor of any Bonds hereafter issued under this Resolution.

The right to accelerate and to declare immediately due and payable all or any portion of the principal of the Series 2017 Bond upon the occurrence of an Event of Default ("Right of Acceleration") shall not be a remedy hereunder; unless, however, any Additional Obligation issued in accordance with the terms hereof includes a Right of Acceleration. The Issuer shall provide notice thereof to the Registered Owner within ten (10) days of the delivery of such Additional Obligation, together with a copy of any loan document, security agreement, or other agreement evidencing such Additional Obligation. Upon the execution and delivery of an Additional Obligation that includes the Right of Acceleration as a remedy, the Right of Acceleration shall be a remedy hereunder from and after the effective date of such Additional Obligation for so long as such Obligation is outstanding, regardless of whether the Issuer fails to provide such notice.

The Issuer and the Registered Owner each waives, to the fullest extent permitted by law, any right to trial by jury in respect of any litigation based upon the Series 2017 Bond or arising out of, under or in conjunction with the Series 2017 Bond or this Resolution.

### **Section 17. Severability.**

If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid,

then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Series 2017 Bond issued hereunder.

**Section 18. Business Days.**

In any case where the date for making any payment or the last date for performance of any act or the exercise of any right, as provided herein, shall be other than a Business Day, then such payment or performance shall be made on the succeeding Business Day with the same force and effect as if done on the nominal date provided herein, provided that interest on any monetary obligation hereunder shall accrue at the applicable rate to and including the date of such payment.

**Section 19. Applicable Provisions of Law.**

This Resolution shall be governed by and construed in accordance with the laws of the State.

**Section 20. Rules of Interpretation.**

Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinafter," "hereinbefore," "hereinafter," and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

**Section 21. Captions.**

The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

**Section 22. No Personal Liability.**

No recourse shall be had for the payment of the principal of and interest on the Series 2017 Bond or for any claim based on the Series 2017 Bond or hereon, against any present or former member, officer or employee of the City Council or the City or any person executing the Series 2017 Bond.

**Section 23. Approval of Interlocal Agreement.**

The form of Interlocal Agreement between the Issuer and the Agency and relating to the Series 2017 Bond, attached hereto as Exhibit E, is hereby approved. The Interlocal Agreement with such non-material omissions, insertions and variations as may be necessary and/or desirable and approved by the Mayor, the City Administrator, City Attorney, the Clerk or the Chief Financial Officer prior to the execution thereof, which necessity and/or desirability and approval shall be presumed by the execution thereof by the Mayor. The Issuer hereby authorizes the Mayor to execute the Interlocal Agreement, such execution to be attested under seal by the City Clerk,

approved as to content by the Chief Financial Officer and designated as legal in form and valid as drawn by the City Attorney.

**Section 24. Authorizations.**

The Mayor, City Administrator, City Attorney, the Clerk, the Chief Financial Officer and such other authorized officers, employees and agents of the Issuer are each designated agents of the Issuer in connection with the issuance, execution and delivery of the Series 2017 Bond and the execution and delivery of the Interlocal Agreement are authorized and empowered, collectively or individually, to take all actions and steps to execute and deliver any and all instruments, documents or contracts on behalf of the Issuer which are necessary or desirable in connection with the execution and delivery of the Series 2017 Bond and the Interlocal Agreement and which are not inconsistent with the terms and provisions hereof and other actions relating to the Series 2017 Bond and the Interlocal Agreement heretofore taken by the Issuer.

**Section 25. Repealer.**

This Resolution supersedes all prior actions of City Council inconsistent herewith. All resolutions or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of any such conflict.

[Remainder of page intentionally left blank]

**Section 26. Effective Date.**

This Resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the Charter of the Issuer.

Adopted: August 10, 2017

[SEAL]

Approved: \_\_\_\_\_  
Brian Spencer, Council President

ATTEST:

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



**EXHIBIT A**

**FORM OF SERIES 2017 BOND**

No. R-1

\$1,307,000

**CITY OF PENSACOLA, FLORIDA  
EASTSIDE REDEVELOPMENT REVENUE BOND,  
SERIES 2017**

<b><u>Interest Rate</u></b>	<b><u>Maturity Date</u></b>	<b><u>Date of Issue</u></b>
3.33%	April 1, 2037	August 15, 2017
Subject to adjustment as herein described		

**REGISTERED OWNER:** SMARTBANK CORPORATION

**PRINCIPAL AMOUNT:** ONE MILLION THREE HUNDRED SEVEN THOUSAND DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that the City of Pensacola, Florida (the “Issuer”), for value received, hereby promises to pay to the Registered Owner designated above, or registered assigns, solely from the sources hereinafter mentioned, in installments, on the Principal Payment Dates indicated in Schedule 2 attached hereto and on the Maturity Date, or sooner as provided herein, the Principal Amount shown above and the interest on the outstanding Principal Amount hereof from the date of this Bond or from the most recent date to which interest has been paid, whichever is applicable, until payment of such Principal Amount, at the Interest Rate described above, subject to adjustment as set forth in Schedule 1 attached hereto, with all unpaid interest being due on the Maturity Date or upon the earlier payment of principal hereunder upon presentation and surrender hereof at the office of the Chief Financial Officer for the Issuer, as Registrar and Paying Agent. The principal of, premium, if any, and interest on this Bond are payable in lawful money of the United States of America. Interest due hereon shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The Issuer may prepay this Bond in whole on any date or in part on any Payment Date upon at least 10 days’ prior written notice to the Registered Owner at a price of par plus accrued interest to the date of prepayment, including without limitation interest accrued after the Accrual Date at the Adjusted Interest Rate and the Additional Amount (as such terms are defined in Schedule 1 attached hereto). Unless otherwise agreed to by the Registered Owner hereof, all prepayments of the principal of this Bond shall be increments of \$1,000 and shall be applied to the prepayment of principal in inverse order of the Principal Payment Dates indicated in Schedule 2 attached hereto.

This Bond is being issued in the principal amount \$1,307,000 to finance the costs of the Series 2017 Project of the Issuer under the authority of and in full compliance with the Constitution of the State of Florida, Chapter 163, Part III, Florida Statutes, Chapter 166, Part II, Florida Statutes,

the municipal charter of the Issuer and other applicable provisions of law, and Resolution No. \_\_\_-17, duly adopted by the City Council of the Issuer on August 10, 2017 (the “Resolution”), to which reference should be made to ascertain those terms and conditions. The terms and provisions of the Resolution, including, without limitation, the definitions therein, are hereby incorporated as a part of this Bond. The principal of this Bond shall be disbursed by the Registered Owner hereof to the Issuer in immediately available funds on the Date of Issue in accordance with the Resolution.

This Bond is payable from and secured solely by the Pledged Revenues consisting primarily of the Tax Increment Revenues and, to the extent Tax Increment Revenues are insufficient to pay the debt service requirements hereunder, the Local Business Tax, all in the manner provided in, and subject to the terms and conditions of, the Resolution. This Bond shall not constitute a general obligation or indebtedness of the Issuer, but shall be a limited obligation of the Issuer payable solely from the Pledged Revenues as provided in the Resolution. The Registered Owner hereof shall never have the right to compel the levy of taxes upon any property of or in the Issuer for the payment of the principal of and interest on this Bond. Reference is made to the Resolution for the provisions relating to the security for payment of this Bond and the duties and obligations of the Issuer hereunder.

The Registered Owner may sue to protect and enforce any and all rights, including the right to specific performance, existing under the laws of the State of Florida, of the United States of America, or granted and contained in the Resolution, and to enforce and compel the performance of all duties required by the Resolution or by any applicable laws to be performed by the Issuer, the City Council or by any officer thereof, and may take all steps to enforce the Resolution to the full extent permitted or authorized by the laws of the State of Florida or the United States of America.

The Issuer waives its right to trial by jury in the event of any proceedings in state or federal courts to enforce the terms of this Bond or of the Resolution, and the Registered Owner, by its acceptance of this Bond, waives its right to trial by jury in any such proceedings.

This Bond is subject to all the terms of the Resolution and Schedule 1 attached hereto.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of Florida to be performed, to exist and to happen precedent to and in the issuance of this Bond, have been performed, exist and have happened in regular and due form and time as so required.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the City of Pensacola, Florida, has issued this Bond and has caused the same to be executed by the manual signature of the Mayor, attested under seal by the City Clerk, approved as to substance by the Chief Financial Officer, and designated legal in form and valid as drawn by the City Attorney, as of the Dated Date set forth above.

**CITY OF PENSACOLA, FLORIDA**

[SEAL]

By: \_\_\_\_\_  
Ashton J. Hayward, III, Mayor

ATTEST:

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

Approved as to Substance:

By: \_\_\_\_\_  
Richard Barker, Jr.  
Chief Financial Officer

Legal in Form and Valid as Drawn:

By: \_\_\_\_\_  
Lysia H. Bowling  
City Attorney

CERTIFICATE OF AUTHENTICATION OF REGISTRAR

This Bond constitutes the Eastside Redevelopment Revenue Bond, Series 2017, as herein described. The Principal Amount, Interest Rate, Maturity Date and Registered Owner shown above are correct in all respects and have been recorded, along with the applicable federal taxpayer identification number and the address of the Registered Owner, in the Register maintained at the principal office of the undersigned.

CHIEF FINANCIAL OFFICER OF THE  
CITY OF PENSACOLA, FLORIDA, as  
Registrar

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Date of Authentication:

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## SCHEDULE 1 TO SERIES 2017 BOND

### ADJUSTMENTS TO INTEREST RATE IN CERTAIN EVENTS

The Interest Rate on the Series 2017 Bond shall be subject to adjustment as provided herein and in the Resolution. The Registered Owner shall provide to the Issuer such documentation to evidence any adjustment to the Interest Rate and the calculations made in connection therewith. All calculations and determinations by the Registered Owner of the amounts payable pursuant to the following Interest Rate adjustment provisions or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error.

Upon the occurrence of a Determination of Taxability, the interest rate on the Series 2017 Bond shall be adjusted to the Adjusted Interest Rate as of the Accrual Date (as such terms are defined below); and (i) the Issuer shall, on the next Interest Payment Date (or if the Series 2017 Bond shall have matured, within thirty (30) days after demand by the Registered Owner of the Series 2017 Bond), pay to the Registered Owner of the Series 2017 Bond an amount equal to the sum of (1) the difference between (A) the total interest that would have accrued on the Series 2017 Bond at the Adjusted Interest Rate from the Accrual Date to such next Interest Payment Date (or the Maturity Date), and (B) the actual interest paid by the Issuer on the Series 2017 Bond from the Accrual Date to such next Interest Payment Date (or the Maturity Date), and (2) any interest and penalties required to be paid as a result of any additional federal income taxes imposed upon such Registered Owner arising as a result of such Determination of Taxability (collectively, the “Additional Amount”); and (ii) from and after such next Interest Payment Date, the Series 2017 Bond shall continue to bear interest at the Adjusted Interest Rate for the period such Determination of Taxability continues to be applicable with respect to the Series 2017 Bond. This adjustment shall survive payment of the Series 2017 Bond until such time as the federal statute of limitations under which the interest on the Series 2017 Bond could be declared taxable under the Code shall have expired.

“Accrual Date” means the date from which the interest payable on the Series 2017 Bond shall be includable for federal income tax purposes in the gross income of the Registered Owner thereof as a result of a Determination of Taxability.

“Adjusted Interest Rate” means an interest rate equal to 4.87% per annum.

Notwithstanding anything in the foregoing to the contrary, upon the occurrence and during the continuation of an Event of Default, the Interest Rate shall be established at a rate at all times equal to the Default Rate.

Notwithstanding any provision in the Resolution or the Series 2017 Bond to the contrary, in no event shall the Interest Rate exceed the maximum interest rate permitted by applicable law.

SCHEDULE 2 TO SERIES 2017 BOND

DEBT SERVICE FOR THE SERIES 2017 BOND

Principal Payment Date (April 1 )	Principal Installment
2018	\$62,000
2019	48,000
2020	50,000
2021	51,000
2022	53,000
2023	55,000
2024	57,000
2025	58,000
2026	60,000
2027	62,000
2028	64,000
2029	67,000
2030	69,000
2031	71,000
2032	74,000
2033	76,000
2034	78,000
2035	81,000
2036	84,000
2037*	87,000
Total	<u>\$1,307,000</u>

\*Maturity Date

## **EXHIBIT B**

### **FORM OF PURCHASER'S CERTIFICATE**

This is to certify that SmartBank Corporation (the “Purchaser”) has not required the City of Pensacola, Florida (the “Issuer”) to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of its \$1,307,000 Eastside Redevelopment Revenue Bond, Series 2017 (the “Series 2017 Bond”), and no inference should be drawn that the Purchaser, in the acceptance of the Series 2017 Bond, is relying on Bond Counsel or the City Attorney as to any such matters other than the legal opinions rendered by Bond Counsel and by the City Attorney. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in Resolution No. \_\_-17 adopted by the City Council of the Issuer on August 10, 2017 (the “Resolution”).

We are aware that investment in the Series 2017 Bond involves various risks, that the Series 2017 Bond is not a general obligation of the Issuer or payable from ad valorem tax revenues, and that the payment of the Series 2017 Bond is secured solely from the sources described in the Resolution (the “Security”).

We have made such independent investigation of the Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Series 2017 Bond and can bear the economic risk of our investment in the Series 2017 Bond.

We acknowledge and understand that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended (the “1939 Act”), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Bond Counsel, nor the City Attorney shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are purchasing the Series 2017 Bond as an investment for our own account and not with a present view to a resale or other distribution to the public. We understand that the Series 2017 Bond may be transferred only in whole and not in part and only in accordance with the limitations set forth in the Resolution.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Series 2017 Bond for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We are an “accredited investor” within the meaning of the Securities Act of 1933, as amended, and Regulation D thereunder.

DATED this 15<sup>th</sup> day of August, 2017.

SMARTBANK CORPORATION

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

Name: Ric Nickelsen

Title: Vice President



**EXHIBIT C**

**FORM OF DISCLOSURE LETTER**

The undersigned, as Lender, proposes to negotiate with the City of Pensacola, Florida (the “Issuer”) for the private purchase of its \$1,307,000 Eastside Redevelopment Revenue Bond, Series 2017 (“Series 2017 Bond”). Prior to the award of the Series 2017 Bond, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the “Lender”) in connection with the issuance of the Series 2017 Bond (such fees and expenses to be paid by the Issuer):

\$1,625.00  
Legal Fees

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lender in connection with the issuance of the Series 2017 Bond to any person not regularly employed or retained by the Lender (including any “finder” as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lender, as set forth in paragraph 1 above.

(b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Lender or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Series 2017 Bond.

3. The amount of the underwriting spread expected to be realized by the Lender is \$0.

4. The management fee to be charged by the Lender is \$0.

5. Truth-in-Bonding Statement:

The Series 2017 Bond is being issued primarily to finance the cost of the Series 2017 Project as defined in Resolution No. \_\_-17 adopted by the Issuer on August 10, 2017 (the “Resolution”) and reimburse the Issuer for any Project Costs, as defined in the Resolution. Unless earlier prepaid, the Series 2017 Bond is expected to be repaid by April 1, 2037. At a fixed interest rate of 3.33%, total interest paid over the life of the Series 2017 Bond is \$482,467.24 and issuance of the Series 2017 Bond will result in a maximum of approximately \$89,984.00 of Pledged Revenues of the Issuer not being available to finance other services of the Issuer during the life of the Series 2017 Bond.

6. The name and address of the Lender is as follows:

SmartBank Corporation  
201 North Palafox Street  
Pensacola, Florida 32502

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lender this 15<sup>th</sup> day of August, 2017.

SMARTBANK CORPORATION

By: \_\_\_\_\_  
Name: Ric Nickelsen  
Title: Vice President

**EXHIBIT D**

**PROPOSAL OF LENDER**

[Follows]



July 20, 2017

Honorable Mayor and City Council  
City of Pensacola, Florida

Re: City of Pensacola \$4,082,000 Westside Redevelopment Bonds, series 2017, and \$1,307,000 Eastside Redevelopment Bonds, series 2017, (bank qualified tax exempt or non-bank qualified)

Please accept this letter as a commitment of SmartBank or the "Bank" to purchase the above captioned Notes upon the terms and conditions outlined below:

Issuer: City of Pensacola, Florida

Amount: \$4,082,000 (Westside Series 2017) and \$1,307,000 (Eastside Series 2017) revenue notes (the "Notes").

Purpose of Issue: The Note proceeds will be used to finance various improvements within the respective community redevelopment areas (collectively the "Project").

Authority for Issue: Provisions of the Florida Constitution, the Charter of the City of Pensacola, Florida, as amended; Chapter 166, Part II of the Florida Statutes, Chapter 163, Florida Statutes, and any other valid constitutional and statutory authority.

Dated Date of Notes: Date of Delivery.

Form of Certificates: The Notes will be issued as a single typewritten or printed certificates, in fully registered form.

Interest Rate & Term:

<u>Westside Series 2017**</u>	<u>Annual Interest Rate #</u>
20 year term – fully amortized##	3.25% (Bank Qualified tax exempt)
	3.33% (Non-Bank Qualified tax exempt)

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<u>Eastside Series 2017**</u>	<u>Annual Interest Rate #</u>
20 year term – fully amortized##	3.25% (Bank Qualified tax exempt) 3.33% (Non-Bank Qualified tax exempt)

\*\*The Issuer would fully fund the loan on the day we close the loan.

# If the Issuer accepts our proposal by the stipulated time, we will hold the above referenced fixed interest rate firm, provided that the Notes are closed (fully funded) no later than August 15, 2017. Should the Notes not be funded by August 15, 2017, a higher rate could apply, which would be based upon market conditions at the time the loan is actually closed.

## Our pricing is based on the loan being amortized over a 20 year term utilizing approximately level debt. The loan would have a "final maturity" of no later than April 1, 2037.

Interest and Principal Payments: Interest would be calculated on a 30 over 360 day basis. Principal would be paid annually while interest would be payable semi-annually. The combined principal and interest payment would be due annually commencing on April 1, 2018 with an additional interest payment due annually commencing on October 1, 2018; see the attached "sample" amortization schedule. Although the dates and amounts could change, in all cases the final maturity date would need to occur no later than April 1, 2037.

Prepayment Provisions: The principal may be prepaid in whole on any date with 10 days advance written notice to the Bank without prepayment penalty. Principal may be prepaid in part on any interest payment date (each semi-annual payment date) with 10 days advance written notice to the Bank without prepayment penalty, provided that the Issuer pays all accrued interest which shall have accrued to the date of prepayment and provided further that any principal prepayments shall be in multiples of one-thousands (\$1,000.00). Prepayments shall be deemed to apply to those principal installments with the latest maturities of the Notes in inverse order.

Credit Approval: Already approved.

Security: The Notes would be secured by a pledge of (i) in the case of the Westside Series 2017 Note, the tax increment revenues generated within its Westside Community Redevelopment Area, (ii) in the case of the Eastside Series 2017 Note, the tax increment revenues generated within its Eastside Community Redevelopment Area, and (iii) in the case of both the Westside Series 2017 Note and Eastside Series 2017 Note, the Issuer's local Business Tax receipts.

Additional Debt: The Issuer would be permitted to issue additional debt on parity with the Notes (payable either from tax increment revenues or Business Tax receipts) provided it could meet an "additional bonds test" (ABT) of 1.50 times MADS for whatever portion of the security is being pledged to another issue.

July 20, 2017

Documentation: All documentation would need to be acceptable to the Bank and "Bank Counsel". The Bank and Bank Counsel would need to review and approve all documentation prior to adoption and/or acceptance by the Issuer's City Council. The loan documentation would include standard terms, conditions, and covenants which are customary for this type of financing. We understand that Note Counsel will be Bryant Miller Olive, P.A. Note Counsel would draft the loan documents and issue the customary legal and tax opinions. The Issuer's Local Counsel would also issue an opinion letter as to the due authorization and validity of the authorizing documents and the Notes. Based on this, the role of "Bank Counsel" would be that of a "review function" only. We have outlined the cost of Bank Counsel in the paragraph captioned "Closing costs, fees and expenses" presented below.

Additional Terms and Conditions:

\* All legal and tax opinions would be addressed to the Bank and be in a form and substance acceptable to the Bank. The Issuer's legal counsel would opine as to the authority, legality, validity and enforceability of any pertinent ordinances, the Authorizing Resolution, the Notes, and such other proceedings of the City Commission and CRA Board as the Bank and Bank Counsel may deem necessary.

\* The Issuer would covenant to use the proceeds of the Notes only for those projects which are eligible to receive the tax increment revenue distributions.

\* No Impairment: the pledge of the tax increment revenues and Business Tax receipts will not be subject to repeal, modification or impairment by any subsequent ordinance, resolution or other proceedings of the CRA or the City. The Issuer will covenant not to reduce the level of Business Tax below that sufficient to pay debt service on the Notes.

\* The Issuer would be required to do all things necessary (including taking legal action should it be necessary) to enforce the receipt of the tax increment revenues, and would be required to do all things necessary (including taking legal action should it be necessary) to enforce receipt of the Business Tax receipts in order to ensure that the pledged revenues are forthcoming to pay the Issuer's Notes.

\* The Issuer would warrant in the loan documents that the tax increment revenues and Business Tax receipts are not currently pledged to any other obligations or debts.

\* Prior to funding the Notes the Issuer would furnish to us a final "Sources and Uses" of funds statement, based on the final numbers.

July 20, 2017

\* Prior to closing the Notes the Issuer would provide to the Bank a certificate to the effect that (i) the financial statements were prepared in accordance with GAAP and fairly present the financial condition of the Issuer and the CRA, respectively, as of their date, and (ii) since the date of the information presented in the 2016 audit (latest audit available at this time) there has been no material adverse change in the financial condition of the City and the CRA, respectively, or the pledged sources of repayment.

\* We would require that the interest rate on the loan be "grossed up" and applied retroactively to the date of any event of taxability should it be determined by the Internal Revenue Service that the tax status of the Notes has changed due to the actions or inaction of the Issuer. Such "gross up" would not exceed any statutory limit imposed by the State of Florida and would be equal to the tax equivalent yield as originally contemplated by the Bank.

\* Provision would be made for a "default interest rate" equal to 18% or any statutory interest rate limitation imposed by the State of Florida, whichever is less.

\* The loan documentation would define standard events of default as are customary for this type of transaction and would provide reasonable remedies to the Bank in the event of default under the loan documents, but would exclude the right of acceleration unless other loans secured by the same revenue sources are granted such rights.

\* The Issuer, immediately upon receiving knowledge of an event of default, would provide written notice to the Bank in the event of default.

\* The Issuer would reimburse the Bank (or its agent e.g., receiver, trustee, etc.) for all reasonable legal and collection costs to exercise its remedies or collect its payments for the loan in the event of default.

\* The Bank's remedies could be exercised independently of all other series of debt obligations of the Issuer and would require no other noteholders', bondholders' or creditors' approvals to exercise such remedies in the event of default.

\* The Issuer would provide to the Bank (at no cost) the following information: a copy of its audited financial statement annually (automatically within 210 days after fiscal year end or whenever it becomes available, whichever occurs first), annual operating budgets (if requested by the Bank), and such other financial information as the Bank may reasonably request.

Closing costs, fees and expenses: The Bank would charge no fees and assess no closing costs for its own benefit. However, we would require the Issuer to reimburse the Bank for "Bank Counsel" expenses. Bank Counsel's fee will not exceed \$6,500 if its role is limited to a "review"

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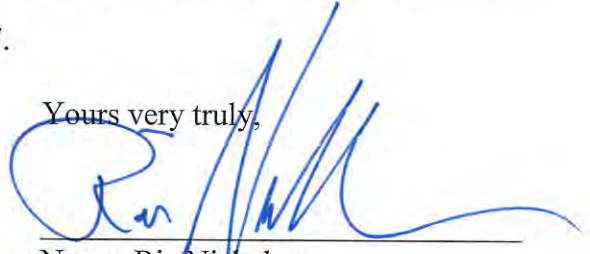
July 20, 2017

function only. All other legal expense i.e., Note Counsel and the Issuer's Local Counsel would be paid directly by the Issuer. See the "Documentation" paragraph above for more detail.

Delivery: As soon as possible after all approvals, but in any event the loan would be closed no later than August 15, 2017 in order for us to hold firm the quoted fixed rate of interest.

This proposal shall remain valid August 15, 2017.

Yours very truly,



Name: Ric Nickelsen

Title: Vice President, SmartBank

**Accepted and Approved:**

The City of Pensacola Community Redevelopment Agency and the City of Pensacola, Florida have accepted this Financing Proposal from SmartBank and hereby selects SmartBank to finance the above referenced Project.

Approved and accepted: As of this \_\_\_\_ day of \_\_\_\_\_, 2017.





**EXHIBIT E**

**FORM OF INTERLOCAL AGREEMENT**

[Follows]

INTERLOCAL AGREEMENT

between

THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA,  
FLORIDA

and

THE CITY OF PENSACOLA, FLORIDA

**INTERLOCAL AGREEMENT  
EASTSIDE REDEVELOPMENT REVENUE BOND,  
SERIES 2017**

This INTERLOCAL AGREEMENT made and entered into this 15<sup>th</sup> day of August, 2017 (herein, the “Agreement”), by and between THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA, a public body corporate and politic of the State of Florida (the “Agency”), and the CITY OF PENSACOLA, FLORIDA, a municipal corporation of the State of Florida (the “City”);

**W I T N E S S E T H:**

**WHEREAS**, on September 25, 1980, the City Council of the City (the "City Council") adopted Resolution No. 55-80 which created the Community Redevelopment Agency of the City of Pensacola, Florida and declared the City Council to be the Agency as provided in Section 163.357, Florida Statutes; and

**WHEREAS**, pursuant to Ordinance No. 46-00 and Ordinance No. 47-00, each enacted on October 26, 2000, the City Council designated the boundaries and found and determined that an area designated therein as the “Urban Infill and Redevelopment Area” is a blighted area as therein described, and

**WHEREAS**, on February 12, 2004, the City Council approved an “Eastside Neighborhood Plan” for an area located within the boundaries of the Urban Infill and Redevelopment Area, and pursuant to Resolution No. 41-05 adopted by the City Council on October 13, 2005, the City Council found and determined that the “Eastside Neighborhood Redevelopment Area” is a blighted area as therein described; and

**WHEREAS**, pursuant to Sections 163.2520 and 163.387, Florida Statutes, on October 27, 2005, the City Council enacted Ordinance No. 16-05, as subsequently amended by Ordinance No. 21-17 enacted by the City Council on July 13, 2017, creating and establishing the Eastside Neighborhood Redevelopment Trust Fund; and

**WHEREAS**, on August 28, 2014, the City Council enacted Ordinance No. 32-14, which amended and readopted the Eastside Neighborhood Plan; and

**WHEREAS**, the Agency is responsible for implementation of community redevelopment plans providing for the redevelopment, rehabilitation and improvement of community redevelopment areas in the City; and

**WHEREAS**, the City and the Agency have determined to redevelop and revitalize the Eastside Neighborhood Redevelopment Area as a visibly attractive, economically viable, and socially desirable area of the City; and

**WHEREAS**, in accordance with the intent and purpose of Section 163.01, Florida Statutes, the parties have elected to enter into this Agreement to jointly and collectively provide for the acceptance by the Agency of the issuance by the City of its \$1,307,000 Eastside Redevelopment Revenue Bond, Series 2017 (the “Series 2017 Bond”), pursuant to Resolution No. \_\_-17 adopted by the City Council on August 10, 2017 (the “Bond Resolution”), to finance the Series 2017 Project as therein described; and

**WHEREAS**, the City Council and the Agency have determined that this Agreement and the Series 2017 Project and expenditures contemplated hereunder serve public purposes and are appropriate and necessary undertakings in furtherance of redeveloping the Eastside Neighborhood Redevelopment Area consistent with the Eastside Neighborhood Plan.

**NOW, THEREFORE**, in consideration of the mutual covenants of and benefits derived from this Agreement, the sufficiency of which is hereby acknowledged by the City and the Agency agree as follows:

Section 1. Authority. This Agreement is entered into pursuant to and under the authority of the City Charter; Section 163.01, Florida Statutes; the Community Redevelopment Act of 1969 (the “Act”), codified in Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes, and other applicable law, as amended and supplemented.

Section 2. Incorporation of Recitals. The recitals set forth above are hereby incorporated into the terms of this Agreement.

Section 3. Definitions. Unless the context otherwise requires, all terms used herein shall have the meanings assigned to such terms in the Bond Resolution.

Section 4. Series 2017 Bond Accepted; Obligation to Repay City.

(A) The City's issuance of the Series 2017 Bond is hereby acknowledged by the Agency, and the Agency hereby confirms, consents to and accepts the terms thereof and as set forth in the Bond Resolution.

(B) The Agency hereby covenants to fund, pay, reimburse and repay the City the amounts due under the Series 2017 Bond and the Bond Resolution, including payment of the principal of and interest on the Series 2017 Bond. The Agency hereby pledges the Tax Increment Revenues to the City and shall pay the amounts due hereunder from Tax Increment Revenues or from any other funds of the Agency legally available for such purpose. To the extent that Tax Increment Revenues are insufficient to fully pay the principal of and interest on the Series 2017 Bond, and the City has advanced Local Business Tax for the payment thereof in accordance with the terms of the Bond Resolution (an "Advance"), the Agency shall repay such Advance and pay interest on such Advance at the "WSJ Prime Rate" published by *The Wall Street Journal* or such other prime rate as published by such other publication as the City's Chief Financial Officer may reasonably designate. The obligations of the Agency described in this Section 4(B) are cumulative and shall continue until amounts due hereunder and under the Bond Resolution are fully paid. The obligation of the Agency to pay the City the amount of any Advance and interest thereon shall be junior and subordinate in all respects to the Agency's obligation hereunder to make payments sufficient to pay the Series 2017 Bond and any Additional Obligations issued in accordance with the Bond Resolution.

Section 5. Term. This Agreement shall become effective upon execution by the Parties and continue in full force and effect until the obligations hereunder approved by this Agreement, including principal and accumulated interest, has been fully repaid.

Section 6. Amendments. This Agreement may be amended by the mutual written agreement of all parties at any time and from time to time, which amendments shall become effective upon filing thereof in the public records of Escambia County, Florida, pursuant to Section 163.01(11), Florida Statutes.

Section 7. Assignment. No party to this Agreement may, directly or indirectly, assign or transfer any or all of their duties, rights, responsibilities, or obligations under this Agreement to any other party or person not a party to this Agreement, without the express prior approval of the other party to this Agreement.

Section 8. Severability. The provisions of this Agreement are severable, and it is the intention of the parties hereto to confer the whole or any part of the powers herein provided for and if any of the provisions of this Agreement or any other powers granted by this Agreement shall be held unconstitutional, invalid or void by any court of competent jurisdiction, the decision of said court shall not affect or impair any of the remaining provisions of this Agreement. It is hereby declared to be the intent of the parties hereto that this Agreement would have been adopted, agreed to, and executed had such unconstitutional, invalid or void provision or power not been included therein.

Section 9. Controlling Law; Venue. Any and all provisions of this Agreement and any proceeding seeking to enforce and challenge any provision of this Agreement shall be governed by the laws of the State of Florida. Venue for any proceeding pertaining to this Agreement shall be Escambia County, Florida.

Section 10. Members Not Liable.

(A) All covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City and the Agency, respectively, to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida.

(B) No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future individual member of a governing body or agent or employee of the Agency or the City in his or her individual capacity, and neither the members of the governing body of the Agency or the City or any official executing this Agreement shall individually be liable personally or shall be subject to any accountability by reason of the execution by the City or the Agency of this Agreement or any act pertaining hereto or contemplated hereby.

Section 11. Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto, any right, remedy, or claim, legal or equitable, under or by reason of this Agreement or any provision hereof.

Section 12. Notices.

(A) Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given or filed with a party hereto shall be deemed sufficiently given or filed for all purposes of this Agreement if and when sent by registered mail, return receipt requested, transmitted by a facsimile machine with confirmation of delivery, or by personal hand delivery:

To the CRA:                      The Community Redevelopment Agency of  
the City of Pensacola, Florida  
222 W. Main St.  
Pensacola, Florida 32502  
Attention: Administrator

To the City:                      City of Pensacola  
222 W. Main St.  
Pensacola, Florida 32502  
Attention: Mayor

(B) The addresses to which any notice, demand, direction or other instrument authorized to be given or filed may be changed from time to time by a written notice to that effect delivered to all the parties, which change shall be effective immediately or such other time as provided in the notice.

Until notice of a change of address is received, a party may rely upon the last address received. Notice shall be deemed given, if notice is by mail on the date mailed to the address set forth above or as changed pursuant to this Article.

Section 13. Execution of Agreement. This Agreement shall be executed in the manner normally used by the parties hereto. If any officer whose signature appears on this Agreement ceases to hold office before all officers shall have executed this Agreement or prior to the filing and recording of this Agreement as provided in this Article, his or her signature shall nevertheless be valid and sufficient for all purposes. This Agreement shall bear the signature of, or may be signed by, such individuals as at the actual time of execution of this Agreement thereby shall be the proper and duly empowered officer to sign this Agreement and this Agreement shall be deemed to have been duly and properly executed even though on the Effective Date any such individual may not hold such office.

Section 14. Limited Obligation. Neither the full faith and credit of the City, the Agency or of the State of Florida or any political subdivision thereof is pledged to meet the funding obligations hereunder, and no party shall ever have the right to compel any exercise of any ad valorem taxing power of the City, the Agency or of the State of Florida or any political subdivision thereof, directly or indirectly to enforce any payment or funding of money provided for hereunder. This Agreement shall not constitute a lien upon any property of the City or the Agency except in the manner and to the express extent described herein.

Section 15. City and Agency Not Liable. Nothing contained in this Agreement shall be construed or deemed, nor is intended, or impose any obligation upon the City or the Agency except to the extent expressly assumed by the City or the Agency, respectively.

Section 16. Filing with County Clerk of the Court. The City is hereby authorized and directed after approval of this Agreement by the Agency and the City and the execution hereof to submit this Agreement to the Clerk of the Court of Escambia County, Florida, for filing in the public records of Escambia County, Florida, as provided by Section 163.01(11), Florida Statutes.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement as of the day and year first above written.

COMMUNITY REDEVELOPMENT  
AGENCY OF THE CITY OF  
PENSACOLA, FLORIDA

Attest:

\_\_\_\_\_  
Jewel Cannada-Wynn, Chairwoman

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

CITY OF PENSACOLA, FLORIDA

\_\_\_\_\_  
Ashton J. Hayward, III, Mayor

Legal in Form and Valid as Drawn:

Attest:

\_\_\_\_\_  
Lysia Bowling, City Attorney

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

Approved as to Content:

Approved as to Content:

\_\_\_\_\_  
Richard Barker, Jr.  
Chief Financial Officer

\_\_\_\_\_  
M. Helen Gibson  
Community Redevelopment Agency  
Administrator

*[Signature Page to Interlocal Agreement]*



## Memorandum

File #: 17-00250

Community Redevelopment Agency

4/10/2017

### LEGISLATIVE ACTION ITEM

**SPONSOR:** Jewel Cannada-Wynn, Chairperson

**SUBJECT:**

APPROVAL OF CRA PROJECTS

### **RECOMMENDATION:**

That the Community Redevelopment Agency (CRA) approve the proposed project funding allocation from the current year CRA budget. Further that the CRA request that the City of Pensacola pursue financing options, to be repaid from future TIF revenues, for those projects requiring financing.

### **SUMMARY:**

The following revitalization projects are recommended for approval for funding and implementation in the Urban Core, Eastside, and Westside CRA districts during fiscal years 2017 and 2018. Projects are proposed to be funded from available current year TIF, program income and/or financing. Proposed revisions to Chapter 163 of the Florida Statutes, governing Community Redevelopment Agencies, would restrict the ability of CRA's to undertake or fund any projects which have not been previously approved or for which debt service repayment has not been committed prior to a specified date in 2017.

<b>Urban Core</b>	
<b>Projects to be Funded With Funds Available in</b>	<b>Amount</b>
New Market Tax Credit Unwind	\$100,000
Community Policing	100,000
Belmont Devilliers Commercial Façade Program	150,000
Affordable Housing Rehabilitation	437,500
Redevelopment Area Design Guideline Development	35,000
Pelican Drop Support	30,000
Streetscape Amenities Repair/Replacement	100,000
Disposition of CRA Properties	20,000
<b>Projects Requiring Financing</b>	
Devilliers Streetscape Expansion	5,200,000
Reus Streetscape Improvements	5,200,000



A Street Streetscape Improvements	5,200,000
<b>Total</b>	<b>\$16,572,500</b>

<b>Eastside</b>	
<b>Projects to be Funded With Funds Available in</b>	<b>Amount</b>
Chappie James Museum and Flight Academy Park	\$1,313,340
Redevelopment Area Design Guideline Developme	25,000
Chappie James Museum and Flight Academy Park	440,000
<b>Projects Requiring Financing</b>	
Affordable Housing Rehabilitation	350,000
Hollice T. Williams Greenway Improvements	16,400,000
<b>Total</b>	<b>\$18,528,340</b>

<b>Westside</b>	
<b>Projects to be Funded With Funds Available in</b>	<b>Amount</b>
Redevelopment Area Design Guideline Developme	\$25,000
Commercial Façade Program	25,000
Affordable Housing Rehabilitation	100,000
Community Policing	90,000
Hazardous Tree Removal Program	10,000
<b>Projects Requiring Financing</b>	
West Moreno/Baptist Area Streetscape Improve	12,300,000
Property Rehabilitation, Land Acquisition, Clearan	2,200,000
A Street Streetscape Improvements	5,200,000
Sidewalk Enhancement	15,000
<b>Total</b>	<b>\$19,965,000</b>

**PRIOR ACTION:**

August 1, 2016 - CRA Board approved Fiscal Year 2017 Budget Resolutions for the Urban Core Tax Increment Financing District, the Eastside Tax Increment Financing District, and the Westside Tax Increment Financing District.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Proposed projects are to be funded from current year TIF, program income, and/or proposed financing, with debt service to be paid from future TIF revenues.

**CITY ATTORNEY REVIEW:** Yes

4/4/2017

**STAFF CONTACT:**

M. Helen Gibson, AICP, CRA Administrator

**ATTACHMENTS:**

None

**PRESENTATION:** No



Memorandum

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File #: 17-44

City Council

8/10/2017

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**LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 17-44 - APPROPRIATING FUNDING IN CONNECTION WITH THE EASTSIDE REDEVELOPMENT REVENUE BOND, SERIES 2017 AND THE PENSACOLA INNER CITY COMMUNITY REDEVELOPMENT AREA HOUSING INITIATIVES FUND.

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 17-44.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On April 10, 2017, the Community Redevelopment Agency (CRA) requested that the City pursue financing options for eligible Eastside and Westside projects, to be repaid from future Tax Increment Financing (TIF) revenues. Eastside projects approved by the CRA at the meeting included the General Daniel "Chappie" James Jr. Museum & Flight Academy Project, affordable housing rehabilitation and greenway improvements.

Mitch Owens, the City's Financial Advisor with RBC Capital Markets, LLC has pursued financing options and has recommended SmartBank as the lender. SmartBank has offered twenty (20) year financing for both the CRA's Eastside and Westside Tax Increment Financing Districts at a fixed interest rate of 3.33%. Interest will be paid semi-annually on October 1 and April 1 of each year and principal payments will be paid annually on April 1 commencing on April 1, 2018 and maturing on April 1, 2037. The pledged revenues include Tax Increment Revenues derived from the Eastside Redevelopment Area, and in the event that these revenues are insufficient, the Local Business Tax. The City's bond attorney has incorporated within the Resolution an interlocal agreement between the City and the CRA whereby the CRA agrees that in the event that Tax Increment Revenues are insufficient to fully pay the principal and interest on the Series 2017 Bond, and the City advances Local Business Tax for the payment thereof, the CRA shall repay such advance plus interest to the City once funds become available.

Upon approval of the financing by City Council, the Eastside Redevelopment Revenue Bond proceeds will be available to fund the remaining cost for the construction of the General Daniel “Chappie” James Jr. Museum & Flight Academy Project. Any remaining proceeds can be used for capital improvements as identified in the Eastside Neighborhood Plan.

Estimated Tax Increment Revenues are sufficient to meet debt service requirements for the twenty (20) year financing term as well as cover operations as currently structured in the fiscal year 2018 budget. However, for the next twenty (20) years, Tax Increment Revenues will be fully committed and additional projects as identified in the Eastside Neighborhood Plan will need to come from revenue growth or other sources.

On January 12, 2017, City Council approved the transfer of \$440,000 from the City’s General Fund to the Eastside TIF Fund, specifically for the General Daniel “Chappie” James Jr. Museum & Flight Academy Project. With the anticipated financing proceeds covering the remaining cost of the Project, the \$440,000 transfer from the City’s General Fund to the Eastside TIF Fund is no longer required. City staff suggest that these funds remain in the City’s General Fund and be designated to the Housing Initiatives Fund specifically for use in the Pensacola Inner City Community Redevelopment Area in order to fund the Eastside and Westside affordable housing rehabilitation projects.

The financing team consists of Mitch Owens, the City’s Financial Advisor with RBC Capital Markets, LLC and Randy Clement, Esq., with Bryant Miller Olive, the City’s Bond Counsel.

In accordance with Section 163.346, Florida Statutes, a notice regarding the proposed issuance of the Eastside Redevelopment Revenue Bond, Series 2017 has been sent to each taxing authority which levies ad valorem taxes on taxable real property contained within the geographic boundaries of the redevelopment area. Further, a notice of the public meeting has been published in the Pensacola News Journal of such proposed action in accordance with Florida Statutes.

**PRIOR ACTION:**

January 12, 2017 - City Council approved the transfer of \$440,000 from the City’s General Fund to the Eastside TIF Fund, specifically for the General Daniel “Chappie” James Jr. Museum & Flight Academy Project.

April 10, 2017 - CRA requested that the City pursue financing options for eligible Eastside and Westside projects, to be repaid from future Tax Increment Financing revenues.

July 13, 2017 - City Council approved Ordinance No. 21-17, extending the Eastside Neighborhood Redevelopment Trust Fund for an additional twenty (20) years.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Adoption of Supplemental Budget Resolution No. 17-44 will appropriate funding for the Community Redevelopment Agency’s Eastside Redevelopment Bond, Series 2017 and the Pensacola Inner City Community

Redevelopment Area Housing Initiatives Fund.

**CITY ATTORNEY REVIEW:** Yes

7/24/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker, Jr., Chief Financial Officer

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 17-44
- 2) Supplemental Budget Explanation No. 17-44

**PRESENTATION:** No

**RESOLUTION  
NO. 17-44**

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE  
FISCAL YEAR ENDING SEPTEMBER 30, 2017; 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. GENERAL FUND**

As Reads	Sale of Assets	785,934
To:		
Reads	Sale of Assets	345,934
As Reads	Transfer to Eastside TIF Fund	440,000
To:		
Reads	Transfer to Eastside TIF Fund	0

**B. HOUSING INITIATIVES FUND**

To:	Sale of Assets (Inner City Community Redevelopment Area)	440,000
To:	Grants & Aids (Inner City Community Redevelopment Area)	440,000

**C. EASTSIDE TIF FUND**

As Reads	Transfer In From General Fund	440,000
To:		
Reads	Transfer In From General Fund	0
To:	Interest Expense	45,000
To:	Transfer Out To CRA Debt Service Fund	180,000
As Reads	Operating Expenses	26,284
To:		
Reads	Operating Expenses	554,058
As Reads	Capital Outlay	1,629,480
To:		
Reads	Capital Outlay	436,706

**D. CRA DEBT SERVICE FUND**

To:	Transfer In From Eastside TIF Fund	180,000
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**E. CRA CAPITAL PROJECTS FUND**

To:	Bond Proceeds	1,307,000
To:	Operating Expenses	12,000
To:	Capital Outlay	1,295,000

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

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

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

**THE CITY OF PENSACOLA**

**AUGUST 2017 - EASTSIDE TIF BOND - RESOLUTION NO. 17-44**

FUND	AMOUNT	DESCRIPTION
<b>A. GENERAL FUND</b>		
Estimated Revenues		
Sale of Assets	(440,000)	Decrease Estimated Revenue From Sale Of Assets
Total Revenues	<u>(440,000)</u>	
Appropriations		
Transfer to Eastside TIF Fund	(440,000)	Decrease Appropriation For Transfer To Eastside TIF Fund
Total Appropriations	<u>(440,000)</u>	
<b>B. HOUSING INITIATIVES FUND</b>		
Estimated Revenues		
Sale of Assets (Inner City Community Redevelopment Area)	440,000	Appropriate Estimated Revenue From Sale Of Assets
Total Revenues	<u>440,000</u>	
Appropriations		
Grants & Aids (Inner City Community Redevelopment Area)	440,000	Appropriate Funding For Grants & Aids
Total Appropriations	<u>440,000</u>	
<b>C. EASTSIDE TIF FUND</b>		
Estimated Revenues		
Transfer in from General Fund	(440,000)	Decrease Transfer In From General Fund
Total Revenues	<u>(440,000)</u>	
Appropriations		
Operating Expense	527,774	Increase Operating Expense
Capital Outlay	(1,192,774)	Decrease Capital Outlay
Interest Expense	45,000	Appropriate Funding for Interest Expense
Transfer out to CRA Debt Service Fund	180,000	Appropriate Funding For Transfer Out To CRA Debt Service Fund
Total Appropriations	<u>(440,000)</u>	
<b>D. CRA DEBT SERVICE FUND</b>		
Estimated Revenues		
Transfer in From Eastside TIF Fund	180,000	Appropriate Estimated Revenue From Transfer In From Eastside TIF Fund
Total Revenues	<u>180,000</u>	
Fund Balance	<u>(180,000)</u>	Decrease appropriated fund balance
Total Estimated Revenues and Fund Balance	<u>0</u>	



**THE CITY OF PENSACOLA**  
**AUGUST 2017 - EASTSIDE TIF BOND - RESOLUTION NO. 17-44**

FUND	AMOUNT	DESCRIPTION
<b>E. CRA CAPITAL PROJECTS FUND</b>		
Estimated Revenues		
Bond Proceeds	1,307,000	Appropriate Estimated Revenue From 2017 Eastside Bond Proceeds
Total Revenues	<u>1,307,000</u>	
Appropriations		
Operating Expenses	12,000	Appropriate Funding For Operating Expenses
Capital Outlay	<u>1,295,000</u>	Appropriate Funding For Capital Outlay
Total Appropriations	<u>1,307,000</u>	



Memorandum

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File #: 17-34

City Council

8/10/2017

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**LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

RESOLUTION NO. 17-34 - AUTHORIZING THE AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND THE COMMUNITY REDEVELOPMENT AGENCY.

**RECOMMENDATION:**

That City Council adopt Resolution No. 17-34.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, AUTHORIZING AN AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA, TO PROVIDE FOR THE FINANCING OF COMMUNITY REDEVELOPMENT PROJECTS WITHIN THE EASTSIDE REDEVELOPMENT AREA WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, THE CONSTRUCTION AND RETROFITTING OF THE GENERAL DANIEL "CHAPPIE" JAMES, JR. MUSEUM & YOUTH FLIGHT ACADEMY; APPROVING THE FORM OF THE AMENDED AND RESTATED INTERLOCAL AGREEMENT; RATIFYING AND CONFIRMING ALL PRIOR ACTIONS OF THE CITY COUNCIL ASSOCIATED THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On September 12, 2016 the Community Redevelopment Agency (CRA) approved and authorized Resolution No. 04-2016 approving and authorizing an interlocal agreement with the City to finance the design, construction and acquisition of the General Daniel "Chappie" James Jr. Museum & Flight Academy Project.

On September 15, 2016, City Council authorized an interlocal agreement between the City and the CRA providing a loan from the City's Insurance Retention Fund of up to \$500,000 (the Loan) to the Community Redevelopment Agency's (CRA's) Eastside Tax Increment Financing District for the construction of the General Daniel "Chappie" James Jr. Museum & Flight Academy Project. The interlocal agreement provided that the Loan was for an eight (8) year term, at an annual interest rate of three percent (3%) to be repaid from

the Eastside Neighborhood Redevelopment Trust Fund.

On April 10, 2017, the Community Redevelopment Agency (CRA) requested that the City pursue financing options for eligible Eastside and Westside projects, to be repaid from future Tax Increment Financing (TIF) revenues. Mitch Owens, the City's Financial Advisor with RBC Capital Markets, LLC has pursued financing options and it is anticipated that a twenty (20) year financing for the CRA's Westside and Eastside Tax Increment Financing Districts will be approved by Council at the August 10, 2017 City Council meeting. Upon approval of the financing by City Council, the proceeds will fund part of the cost for the construction of the General Daniel "Chappie" James Jr. Museum & Flight Academy Project freeing up the proceeds from the Loan to be used for other eligible projects as identified in the Urban Infill and Redevelopment Area Plan.

On July 13, 2017, the City Council approved Ordinance No. 21-17, amending Ordinance No. 16-05 to provide for a twenty (20) year extension of the Eastside Neighborhood Redevelopment Trust Fund. The extension allows for the City to take advantage of the maximum number of years (forty (40) years) currently allowed under Section 163.387, Florida Statutes.

The current Loan repayment schedule was based on the Eastside Neighborhood Redevelopment Trust Fund's original sunset date. With the extension of the Eastside Neighborhood Redevelopment Trust Fund, the amended and restated interlocal agreement changes the provisions of the Loan from an eight (8) year term to a thirty (30) year term in order to secure the Eastside TIF revenues through the end of the Eastside Neighborhood Redevelopment Trust Fund. In addition, the repayment schedule of the Loan has been extended so that the first principal payment is due once the anticipated twenty (20) year financing has been paid off in order to make available TIF revenues to pay the principal and interest on the anticipated financing.

The amended and restated interlocal agreement also changes the project description as the anticipated financing proceeds will fund part of the cost for the construction of the General Daniel "Chappie" James Jr. Museum & Flight Academy Project freeing up the proceeds from the Loan to be used for other eligible projects as identified in the Urban Infill and Redevelopment Area Plan. The annual interest rate of the Loan (3% per year) remains the same in the amended and restated interlocal agreement.

#### **PRIOR ACTION:**

September 12, 2016 - the CRA approved Resolution No. 04-2016 approving and authorizing an interlocal agreement with the City to finance the design, construction and acquisition of the General Daniel "Chappie" James Jr. Museum & Flight Academy Project.

September 15, 2016 - City Council authorized an interlocal agreement between the City and the CRA providing a loan from the City's Insurance Retention Fund of up to \$500,000 to the CRA's Eastside Tax Increment Financing District for the construction of the General Daniel "Chappie" James Jr. Museum & Flight Academy Project.

January 12, 2017 - City Council approved the transfer of \$440,000 from the City's General Fund to the Eastside TIF Fund, specifically for the General Daniel "Chappie" James Jr. Museum & flight Academy Project.

April 10, 2017 - CRA requested that the City pursue financing options for eligible Eastside and Westside projects, to be repaid from future Tax Increment Financing revenues.

July 13, 2017 - City Council approved Ordinance No. 21-17, extending the Eastside Neighborhood Redevelopment Trust Fund for an additional twenty (20) years.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The Loan was disbursed on September 30, 2016. Interest only payments will commence on December 31, 2016 and will total \$3,750 in year one and approximately \$15,000 annually thereafter until December 31, 2037 at which point principal repayment will begin. Principal repayment of the Loan will begin on December 31, 2037 and will conclude on December 31, 2045. Principal and interest payments during that time period will total approximately \$65,000. The Loan terms include a 3% annual interest rate. Debt service will be appropriated and paid from revenues of Eastside Tax Increment Financing District Fund.

**CITY ATTORNEY REVIEW:** Yes

7/19/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker, Jr., Chief Financial Officer

**ATTACHMENTS:**

- 1) Resolution No. 17-34

**PRESENTATION:** No

**RESOLUTION NO. 17-34**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, AUTHORIZING AN AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA, TO PROVIDE FOR THE FINANCING OF COMMUNITY REDEVELOPMENT PROJECTS WITHIN THE EASTSIDE REDEVELOPMENT AREA WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, THE CONSTRUCTION AND RETROFITTING OF THE GENERAL DANIEL "CHAPPIE" JAMES, JR. MUSEUM & YOUTH FLIGHT ACADEMY; APPROVING THE FORM OF THE AMENDED AND RESTATED INTERLOCAL AGREEMENT; RATIFYING AND CONFIRMING ALL PRIOR ACTIONS OF THE CITY COUNCIL ASSOCIATED THEREWITH; AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1. FINDINGS.** It is hereby ascertained, determined and declared that:

(A) On September 25, 1980, the City Council of the City of Pensacola, Florida (the "City Council") adopted Resolution No. 55-80 which created the Community Redevelopment Agency (the "Agency") of the City of Pensacola, Florida and declared the City Council to be the Agency as provided in Section 163.357, Florida Statutes.

(B) On October 26, 2000, the City Council adopted Ordinance No. 47-00 which adopted the Urban Infill and Redevelopment Plan (as may be amended from time to time, the "Redevelopment Plan").

(C) On October 13, 2005, the City Council adopted Resolution No. 41-05 finding that the Eastside neighborhood described therein as the Urban Infill and Redevelopment Area (the "Eastside Redevelopment Area") is a "blighted area" within the meaning of Section 163.340, Florida Statutes, in need of redevelopment, rehabilitation and improvement.

(D) On October 27, 2005, pursuant to Sections 163.2520 and 163.387, Florida Statutes, the City Council adopted Ordinance No. 16-05 which created and established the Redevelopment Trust Fund for the Eastside Redevelopment Area (the "Trust Fund").

(E) On August 28, 2014, the City Council adopted Ordinance No. 32-14 which amended and readopted the Eastside Neighborhood Plan element of the Redevelopment Plan adding priority elements.

(F) The Agency is responsible for implementation of community redevelopment plans providing for the redevelopment, rehabilitation and improvement of community redevelopment areas in the City.

(G) The City of Pensacola (the "City") and the Agency have determined to redevelop and revitalize the Eastside Redevelopment Area as a visibly attractive, economically viable, and socially desirable area of the City.

(H) In accordance with City Resolution No. 34-16 adopted by the City Council on September 15, 2016, and the intent and purpose of Section 163.01, Florida Statutes, the City and the Agency entered into that certain Interlocal Agreement dated September 30, 2016 (the "Original Interlocal Agreement") to establish the terms and conditions by which the City would provide a loan to the Agency in the principal amount of \$500,000 (the "Loan") to finance a portion of the costs associated with the design, construction and acquisition of the General Daniel "Chappie" James, Jr. Museum and Youth Flight Academy.

(I) The Original Interlocal Agreement contemplated disbursement of the full amount of the Loan in draws, interest at the rate of three percent (3%) per annum, and semi-annual payments of principal and interest, and included as an attachment an estimated repayment schedule with a final loan repayment schedule to be attached thereto upon disbursement of the full principal amount of the Loan.

(J) The full principal balance of the Loan was disbursed as of September 30, 2016.

(K) The City wishes to authorize an amendment and restatement of the Original Interlocal Agreement (the "Amended and Restated Interlocal Agreement") in order to (i) modify the maturity date of the Loan, (ii) provide for annual debt service payments, (iii) approve a final loan repayment schedule, and (iv) provide that the proceeds of the Loan may be expended in furtherance of any redevelopment projects undertaken pursuant to the Redevelopment Plan which may include but are not limited to construction and retrofitting of the General Daniel "Chappie" James, Jr. Museum and Youth Flight Academy (collectively, the "Project").

(L) Section 5.1 of the Original Interlocal Agreement provides that the agreement may be amended by the mutual written agreement of the parties thereto.

(M) The City Council hereby determines that the Amended and Restated Interlocal Agreement and the Project and the expenditures contemplated thereunder serve public purposes and are appropriate and necessary undertakings in furtherance of redeveloping the Eastside Redevelopment Area consistent with the Redevelopment Plan.

**SECTION 2. APPROVAL OF AMENDED AND RESTATED INTERLOCAL AGREEMENT.**

(A) The City Council hereby approves, authorizes and directs execution of the Amended and Restated Interlocal Agreement in substantially the form attached hereto as Appendix "A" and incorporated herein by reference (the "Amended Agreement").

(B) The City Council President, Mayor, City Administrator, Chief Financial Officer and attorneys are hereby authorized and directed to execute and deliver the Amended Agreement and any other papers and instruments, with such omissions, insertions, and variations as may be necessary and/or desirable for carrying out the actions contemplated by this Resolution and the authorized Amended Agreement.

**SECTION 3. RATIFICATION AND CONFIRMATION.** Based upon the findings herein, the Redevelopment Plan, and the public purpose advanced by the Project and redevelopment of the Eastside Redevelopment Area, all prior actions by the City associated with the Original Interlocal Agreement and advancing the Project are in the public interest, serve public purpose and provide for accomplishing community redevelopment consistent with the Redevelopment Plan. The findings herein and all prior actions and plans of the City associated with the Project are hereby ratified and confirmed.

**SECTION 4. PRIOR ACTIONS.** It is not the City's intention, and nothing herein shall be so construed, to impair the effectiveness of any prior action or resolution taken or adopted by the City with respect to the creation and establishment of the Agency, community redevelopment, the issuance of any bonds or obligations, or any other associated action taken by the City.

**SECTION 5. REPEALING CLAUSE.** All resolutions or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

**SECTION 6. SEVERABILITY.** If any one or more of the provisions of this Resolution should be held contrary to any express provision of law or shall for any reason whatsoever be held invalid by a court of competent jurisdiction, then such provisions shall be null and void and shall be deemed separate from the remaining provisions of this Resolution.

**SECTION 7. APPLICABLE PROVISION OF LAW.** This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

**SECTION 8. VENUE.** Venue for any claim, action or proceeding shall be Escambia County, Florida.

**SECTION 9. EFFECTIVE DATE.** This Resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: \_\_\_\_\_, 2017

**CITY OF PENSACOLA, FLORIDA**

\_\_\_\_\_  
President of City Council

ATTEST:

\_\_\_\_\_  
City Clerk



**APPENDIX A**  
**FORM OF**  
**AMENDED AND RESTATED INTERLOCAL AGREEMENT**

**AMENDED AND RESTATED INTERLOCAL AGREEMENT**

**between**

**THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA**

**and**

**THE CITY OF PENSACOLA, FLORIDA**

This **AMENDED AND RESTATED INTERLOCAL AGREEMENT** (the "Agreement"), is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2017, between **THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA**, a public body corporate and politic of the State of Florida (the "Agency"), and the **CITY OF PENSACOLA, FLORIDA**, a Florida municipal corporation created under the laws of the State of Florida (the "City").

**WITNESSETH:**

**WHEREAS**, on September 25, 1980, the City Council of the City of Pensacola, Florida (the "City Council") adopted Resolution No. 55-80 which created the Community Redevelopment Agency of the City of Pensacola, Florida and declared the City Council to be the Agency as provided in Section 163.357, Florida Statutes; and

**WHEREAS**, on October 26, 2000, the City Council adopted Ordinance No. 47-00 which adopted the Urban Infill and Redevelopment Plan (as may be amended from time to time, the "Redevelopment Plan"), and

**WHEREAS**, on October 13, 2005, the City Council adopted Resolution No. 41-05 finding that the Eastside neighborhood described therein as the Urban Infill and Redevelopment Area (the "Eastside Redevelopment Area") is a "blighted area" within the meaning of Section 163.340, Florida Statutes, in need of redevelopment, rehabilitation and improvement; and

**WHEREAS**, on October 27, 2005, pursuant to Sections 163.2520 and 163.387, Florida Statutes, the City Council adopted Ordinance No. 16-05, which created and established the Redevelopment Trust Fund for the Eastside Redevelopment Area (the "Trust Fund"); and

**WHEREAS**, on August 28, 2014, the City Council adopted Ordinance No. 32-14, which amended and readopted the Eastside Neighborhood Plan element of the Redevelopment Plan adding priority elements; and

**WHEREAS**, the Agency is responsible for implementation of community redevelopment plans providing for the redevelopment, rehabilitation and improvement of community redevelopment areas in the City; and

**WHEREAS**, the City and the Agency have determined to redevelop and revitalize the Eastside Redevelopment Area as a visibly attractive, economically viable, and socially desirable area of the City; and

**WHEREAS**, in accordance with City Resolution No. 34-16 adopted by the City Council on September 15, 2016, and the intent and purpose of Section 163.01, Florida Statutes, the parties entered into that certain Interlocal Agreement dated September 30, 2016 (the "Original Interlocal Agreement") to establish the terms and conditions by which the City would provide a loan to the Agency in the principal amount of \$500,000 (the "Loan") to finance a portion of the costs associated with the design, construction and acquisition of the General Daniel "Chappie" James, Jr. Museum and Youth Flight Academy; and

**WHEREAS**, the Original Interlocal Agreement contemplated disbursement of the full amount of the Loan in draws, interest at the rate of three percent (3%) per annum, and semi-annual payments of principal and interest, and included as an attachment an estimated repayment schedule with a final loan repayment schedule to be attached thereto upon disbursement of the full principal amount of the Loan; and

**WHEREAS**, the full principal balance of the Loan was disbursed as of September 30, 2016; and

**WHEREAS**, the parties hereto wish to amend and restate the Original Interlocal Agreement in order to (i) modify the maturity date of the Loan, (ii) provide for annual debt service payments, (iii) approve a final loan repayment schedule, and (iv) provide that the proceeds of the Loan may be expended in furtherance of any redevelopment projects undertaken pursuant to the Redevelopment Plan which may include but are not limited to construction and retrofitting of the General Daniel "Chappie" James, Jr. Museum and Youth Flight Academy (collectively, the "Project"); and

**WHEREAS**, Section 5.1 of the Original Interlocal Agreement provides that the agreement may be amended by the mutual written agreement of the parties thereto.

**WHEREAS**, the Mayor of the City of Pensacola (the "Mayor"), City Council and the Agency have determined that this Amended and Restated Interlocal Agreement and the Project and expenditures contemplated hereunder serve public purposes and are appropriate and necessary undertakings in furtherance of redeveloping the Eastside Redevelopment Area consistent with the Redevelopment Plan.

**NOW, THEREFORE**, in consideration of the mutual covenants of and benefits derived from this Agreement, the City and the Agency agree as follows:

## **ARTICLE 1: AUTHORITY AND PURPOSE**

1.1. Authority. This Agreement is entered into pursuant to and under the authority of the City Charter; Section 163.01, Florida Statutes; the Community Redevelopment Act of 1969 (the "Act"), codified in Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes; City Council Resolution No. 55-80; City Council Ordinance No. 47-00; City Council Resolution 41-05; City Council Ordinance No. 16-05; City Council Ordinance 32-14; City Council Resolution No. 22-10; and other applicable law, as amended and supplemented.

1.2. Recitals. The City and Agency agree that the foregoing recitals are correct, complete and not misleading and are hereby incorporated as if fully set forth herein.

1.3. Purpose. The purpose of this Agreement is to provide for a source of additional funds to finance the design, construction and acquisition of the Project.

1.4 Project Description. The Project shall include any community redevelopment projects undertaken in furtherance of redeveloping the Eastside Redevelopment Area consistent with the Redevelopment Plan, which projects may include but are not limited to construction and retrofitting of a historic structure located on the city-owned home of America's first African-American Four Star General, Daniel "Chappie" James, Jr., located within the Eastside Redevelopment Area on Martin Luther King Jr. Boulevard, to accommodate a public museum and youth flight academy, as approved by the Agency in its award of bid for construction of the Project on September 12, 2016, including renovation of the existing historic structure, the construction of additional structures and furnishing of same, and the provision of suitable parking and landscaping. The description of the Project set forth herein shall be liberally construed to effectuate the purposes of this Agreement.

## **ARTICLE 2: FUNDING AND DISBURSEMENT**

2.1. Project Cost. A portion of the cost of the Project in the amount of \$500,000 will be provided by a loan from the City to the Agency as provided hereunder. The Agency will contribute the balance of funding necessary for the Project from its currently available funds or loan proceeds from other financings.

2.2 Funding. The City of Pensacola shall provide a loan of \$500,000 at an interest rate of three percent (3%) per annum (the "Loan") to the Agency for purposes of funding a portion of the Project, to be repaid from legally available funds of the Agency which may include but are not limited to tax increment revenues on deposit in the Trust Fund.

## **ARTICLE 3: REIMBURSEMENT**

3.1. Loan Repayment. The Agency hereby covenants to fund, reimburse and repay the Loan from tax increment revenues on deposit in the Trust Fund (or any other funds of the Agency which are legally available for such purpose) in accordance with this Article 3. Such covenant to repay the Loan is cumulative and shall continue until the Loan, including all principal and

interest due thereupon, has been paid in full. To the extent that revenues on deposit in the Trust Fund are insufficient to make a payment to the City on any Loan payment date, the obligation to make such payment shall continue until tax increment revenues or other legally available funds of the Agency, in amounts sufficient to pay any then outstanding Loan payments, shall have actually been paid.

3.2 Repayment Schedule. Attachment A, incorporated herein by reference, sets forth the repayment schedule for the Loan which is based upon (i) annual payments on December 31 of each year, (ii), interest only payments through December 31, 2036, (iii) principal and interest payments starting on December 31, 2037 with a final maturity date of December 31, 2045 and (iv) interest rate of three percent (3%) per annum.

3.3. Prepayment. The Agency may repay the principal balance of the Loan in whole or in part at any time, without penalty. In the event of partial repayment, the City's Chief Financial Officer shall adjust the amortization schedule for the remaining principal balance consistent with the terms and repayment schedule described in Section 3.2. The adjusted repayment schedule shall be maintained on file in the office of the Chief Financial Officer. This Section 3.3 will constitute full authorization for the Chief Financial Officer to make such adjustment, without any further authorization by the City or Agency.

3.4. Subordination. The Agency's obligation to fund, reimburse and repay the Loan shall be subordinate to any other debt issuance secured by tax increment revenues on deposit in the Trust Fund.

#### **ARTICLE 4: TERM**

4.1. Term. This Agreement shall become effective upon execution by the Parties and filing thereof in the public records of Escambia County, Florida pursuant to Section 163.01(11), Florida Statutes and shall continue in full force and effect until the loan authorized by this Agreement, including principal and accumulated interest, has been fully repaid and amortized.

#### **ARTICLE 5: MISCELLANEOUS**

5.1. Amendments. This Agreement may be amended by the mutual written agreement of all parties at any time and from time to time, which amendments shall become effective upon filing thereof in the public records of Escambia County, Florida, pursuant to Section 163.01(11), Florida Statutes.

5.2. Assignment. No party to this Agreement may, directly or indirectly, assign or transfer any or all of their duties, rights, responsibilities, or obligations under this Agreement to any other party or person not a party to this Agreement, without the express prior approval of the other party to this Agreement.

5.3. Severability. The provisions of this Agreement are severable, and it is the intention of the parties hereto to confer the whole or any part of the powers herein provided for

and if any of the provisions of this Agreement or any other powers granted by this Agreement shall be held unconstitutional, invalid or void by any court of competent jurisdiction, the decision of said court shall not affect or impair any of the remaining provisions of this Agreement. It is hereby declared to be the intent of the parties hereto that this Agreement would have been adopted, agreed to, and executed had such unconstitutional, invalid or void provision or power not been included therein.

5.4. Controlling Law; Venue. Any and all provisions of this Agreement and any proceeding seeking to enforce and challenge any provision of this Agreement shall be governed by the laws of the State of Florida. Venue for any proceeding pertaining to this Agreement shall be Escambia County, Florida.

5.5. Members Not Liable.

(1) All covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City and the Agency, respectively, to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida.

(2) No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future individual member of a governing body or agent or employee of the Agency or the City in his or her individual capacity, and neither the members of the governing body of the Agency or the City or any official executing this Agreement shall individually be liable personally or shall be subject to any accountability by reason of the execution by the City or the Agency of this Agreement or any act pertaining hereto or contemplated hereby.

5.6. Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto, any right, remedy, or claim, legal or equitable, under or by reason of this Agreement or any provision hereof.

5.7. Notices.

(1) Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given or filed with a party hereto shall be deemed sufficiently given or filed for all purposes of this Agreement if and when sent by registered mail, return receipt requested, transmitted by a facsimile machine with confirmation of delivery, or by personal hand delivery:

To the CRA:	Community Redevelopment Agency of The City of Pensacola, Florida 222 W. Main St. Pensacola, Florida 32502 Attention: Administrator
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To the City: City of Pensacola  
222 W. Main St.  
Pensacola, Florida 32502  
Attention: Mayor

(2) The addresses to which any notice, demand, direction or other instrument authorized to be given or filed may be changed from time to time by a written notice to that effect delivered to all the parties, which change shall be effective immediately or such other time as provided in the notice.

Until notice of a change of address is received, a party may rely upon the last address received. Notice shall be deemed given, if notice is by mail on the date mailed to the address set forth above or as changed pursuant to this Article.

5.8. Execution of Agreement. This Agreement shall be executed in the manner normally used by the parties hereto. If any officer whose signature appears on this Agreement ceases to hold office before all officers shall have executed this Agreement or prior to the filing and recording of this Agreement as provided in this Article, his or her signature shall nevertheless be valid and sufficient for all purposes. This Agreement shall bear the signature of, or may be signed by, such individuals as at the actual time of execution of this Agreement thereby shall be the proper and duly empowered officer to sign this Agreement and this Agreement shall be deemed to have been duly and properly executed even though on the Effective Date any such individual may not hold such office.

5.9. Limited Obligation. Neither the full faith and credit of the City, the Agency or of the State of Florida or any political subdivision thereof is pledged to meet the funding obligations hereunder, and no party shall ever have the right to compel any exercise of any ad valorem taxing power of the City, the Agency or of the State of Florida or any political subdivision thereof, directly or indirectly to enforce any payment or funding of money provided for hereunder. This Agreement shall not constitute a lien upon any property of the City or the Agency except in the manner and to the express extent described herein.

5.10. City and Agency Not Liable. Nothing contained in this Agreement shall be construed or deemed, nor is intended, or impose any obligation upon the City or the Agency except to the extent expressly assumed by the City or the Agency, respectively.

5.11. Original Interlocal Agreement. The Original Interlocal Agreement is hereby amended and restated in its entirety by this Agreement.

5.12. Filing with County Clerk of the Court. The City is hereby authorized and directed after approval of this Agreement by the Agency and the City and the execution hereof to submit this Agreement to the Clerk of the Court of Escambia County, Florida, for filing in the public records of Escambia County, Florida, as provided by Section 163.01(11), Florida Statutes.

**IN WITNESS WHEREOF**, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement as of the day and year first above written.

COMMUNITY REDEVELOPMENT  
AGENCY OF THE CITY OF PENSACOLA,  
FLORIDA

Attest:

\_\_\_\_\_  
Jewel Cannada-Wynn, Chairwoman

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

CITY OF PENSACOLA, FLORIDA

Legal in Form and Valid as Drawn:

\_\_\_\_\_  
Ashton J. Hayward, III, Mayor

\_\_\_\_\_  
Lysia Bowling, City Attorney

Attest:

Approved as to Content:

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

\_\_\_\_\_  
Richard Barker, Jr.  
Chief Financial Officer

Approved as to Content:

\_\_\_\_\_  
M. Helen Gibson  
Neighborhood Revitalization Coordinator



# ATTACHMENT A

## BOND DEBT SERVICE

City of Pensacola CRA loan  
Series 2016  
(Eastside Tax Increment Financing District)

Dated Date        10/01/2016  
Delivery Date    10/01/2016

Period Ending	Principal	Coupon	Interest	Debt Service	Bond Balance	Total Bond Value
12/31/2016			3,750	3,750	500,000	500,000
12/31/2017			15,000	15,000	500,000	500,000
12/31/2018			15,000	15,000	500,000	500,000
12/31/2019			15,000	15,000	500,000	500,000
12/31/2020			15,000	15,000	500,000	500,000
12/31/2021			15,000	15,000	500,000	500,000
12/31/2022			15,000	15,000	500,000	500,000
12/31/2023			15,000	15,000	500,000	500,000
12/31/2024			15,000	15,000	500,000	500,000
12/31/2025			15,000	15,000	500,000	500,000
12/31/2026			15,000	15,000	500,000	500,000
12/31/2027			15,000	15,000	500,000	500,000
12/31/2028			15,000	15,000	500,000	500,000
12/31/2029			15,000	15,000	500,000	500,000
12/31/2030			15,000	15,000	500,000	500,000
12/31/2031			15,000	15,000	500,000	500,000
12/31/2032			15,000	15,000	500,000	500,000
12/31/2033			15,000	15,000	500,000	500,000
12/31/2034			15,000	15,000	500,000	500,000
12/31/2035			15,000	15,000	500,000	500,000
12/31/2036			15,000	15,000	500,000	500,000
12/31/2037	49,200	3.000%	15,000	64,200	450,800	450,800
12/31/2038	50,700	3.000%	13,524	64,224	400,100	400,100
12/31/2039	52,200	3.000%	12,003	64,203	347,900	347,900
12/31/2040	53,800	3.000%	10,437	64,237	294,100	294,100
12/31/2041	55,400	3.000%	8,823	64,223	238,700	238,700
12/31/2042	57,100	3.000%	7,161	64,261	181,600	181,600
12/31/2043	58,800	3.000%	5,448	64,248	122,800	122,800
12/31/2044	60,500	3.000%	3,684	64,184	62,300	62,300
12/31/2045	62,300	3.000%	1,869	64,169		
	500,000		381,699	881,699		



Memorandum

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File #: 17-26

City Council

8/10/2017

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**LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 17-26 - APPROPRIATING FUNDING FOR THE FISCAL YEAR 2017 AND FISCAL YEAR 2018 INTEREST PAYMENT ON THE LOAN FROM THE CITY'S INSURANCE RETENTION FUND TO THE COMMUNITY REDEVELOPMENT AGENCY'S EASTSIDE TAX INCREMENT FINANCING DISTRICT

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 17-26.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On September 12, 2016 the Community Redevelopment Agency (CRA) approved and authorized Resolution No. 04-2016 approving and authorizing an interlocal agreement with the City to finance the design, construction and acquisition of the General Daniel "Chappie" James Jr. Museum & Flight Academy Project.

On September 15, 2016, City Council authorized an interlocal agreement between the City and the CRA providing a loan from the City's Insurance Retention Fund of up to \$500,000 (the Loan) to the Community Redevelopment Agency's (CRA's) Eastside Tax Increment Financing District for the construction of the General Daniel "Chappie" James Jr. Museum & Flight Academy Project. The interlocal agreement provided that the Loan was for an eight (8) year term, at an annual interest rate of three percent (3%) to be repaid from the Eastside Neighborhood Redevelopment Trust Fund.

On April 10, 2017, the Community Redevelopment Agency (CRA) requested that the City pursue financing options for eligible Eastside and Westside projects, to be repaid from future Tax Increment Financing (TIF) revenues. Mitch Owens, the City's Financial Advisor with RBC Capital Markets, LLC has pursued financing options and it is anticipated that a twenty (20) year financing for the CRA's Westside and Eastside Tax Increment Financing Districts will be approved by Council at the August 10, 2017 City Council meeting. Upon

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approval of the financing by City Council, the proceeds will fund part of the cost for the construction of the General Daniel “Chappie” James Jr. Museum & Flight Academy Project freeing up the proceeds from the Loan to be used for other eligible projects as identified in the Urban Infill and Redevelopment Area Plan.

On July 13, 2017, the City Council approved Ordinance No. 21-17, amending Ordinance No. 16-05 to provide for a twenty (20) year extension of the Eastside Neighborhood Redevelopment Trust Fund. The extension allows for the City to take advantage of the maximum number of years (forty (40) years) currently allowed under Section 163.387, Florida Statutes.

The current Loan repayment schedule was based on the Eastside Neighborhood Redevelopment Trust Fund’s original sunset date. With the extension of the Eastside Neighborhood Redevelopment Trust Fund, the amended and restated interlocal agreement changes the provisions of the Loan from an eight (8) year term to a thirty (30) year term in order to secure the Eastside TIF revenues through the end of the Eastside Neighborhood Redevelopment Trust Fund. In addition, the repayment schedule of the Loan has been extended so that the first principal payment is due once the anticipated twenty (20) year financing has been paid off in order to make available TIF revenues to pay the principal and interest on the anticipated financing.

The amended and restated interlocal agreement also changes the project description as the anticipated financing proceeds will fund part of the cost for the construction of the General Daniel “Chappie” James Jr. Museum & Flight Academy Project freeing up the proceeds from the Loan to be used for other eligible projects as identified in the Urban Infill and Redevelopment Area Plan. The annual interest rate of the Loan (3% per year) remains the same in the amended and restated interlocal agreement.

#### **PRIOR ACTION:**

September 12, 2016 - the CRA approved Resolution No. 04-2016 approving and authorizing an interlocal agreement with the City to finance the design, construction and acquisition of the General Daniel “Chappie” James Jr. Museum & Flight Academy Project.

September 15, 2016 - City Council authorized an interlocal agreement between the City and the CRA providing a loan from the City’s Insurance Retention Fund of up to \$500,000 to the CRA’s Eastside Tax Increment Financing District for the construction of the General Daniel “Chappie” James Jr. Museum & Flight Academy Project.

January 12, 2017 - City Council approved the transfer of \$440,000 from the City’s General Fund to the Eastside TIF Fund, specifically for the General Daniel “Chappie” James Jr. Museum & flight Academy Project.

April 10, 2017 - CRA requested that the City pursue financing options for eligible Eastside and Westside projects, to be repaid from future Tax Increment Financing revenues.

July 19, 2017 - City Council approved Ordinance No. 21-17, extending the Eastside Neighborhood Redevelopment Trust Fund for an additional twenty (20) years.

#### **FUNDING:**

Budget: \$ 18,750

Actual: \$ 18,750

**FINANCIAL IMPACT:**

Adoption of Supplemental Budget Resolution No. 17-26 will appropriate the fiscal year 2017 and fiscal year 2018 interest payment on the loan from the City's Insurance Retention Fund to the Community Redevelopment Agency's (CRA's) Eastside Tax Increment Financing District.

**CITY ATTORNEY REVIEW:** Yes

7/18/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Richard Barker, Jr., Chief Financial Officer

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 17-26
- 2) Supplemental Budget Explanation No. 17-26

**PRESENTATION:** No

**RESOLUTION  
NO. 17-26**

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE  
FISCAL YEAR ENDING SEPTEMBER 30, 2017; 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. EASTSIDE TIF FUND**

To:	Interest Expense	18,750
As Reads	Capital Outlay	1,629,480
To:		
Reads	Capital Outlay	1,610,730

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

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

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

**THE CITY OF PENSACOLA**

**AUGUST 2017 - EASTSIDE TIF FINANCING AMENDMENT EXPLANATION - #17-26**

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FUND	AMOUNT	DESCRIPTION
<b>EASTSIDE TIF FUND</b>		
Appropriations		
Capital Outlay	(18,750)	Decrease appropriation for Capital Outlay
Interest Expense	18,750	Appropriate funding for Interest Expense
Total Appropriations	<u>0</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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File #: 29-17

City Council

8/10/2017

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Ashton J. Hayward, III, Mayor

**SUBJECT:**

PROPOSED ORDINANCE NO. 29-17 - VACATION OF RIGHT-OF-WAY 700 BLOCK OF COMMENDENCIA STREET - FERRY LANDING

**RECOMMENDATION:**

That City Council adopt Proposed Ordinance No. 29-17 on second reading.

AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF THE COMMENDENCIA STREET RIGHT OF WAY; IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City has received a request from Amy Miller, Director, Port of Pensacola, to vacate a portion of the Commendencia Street right of way, which is adjacent to properties owned by the City. The purpose for the vacation request is to allow for the subject right of way area to serve as a driveway between the proposed Ferry Landing ticket concession building, and the parking area accommodating Ferry passengers. The City of Pensacola is the sole adjacent property owner to this section of the Commendencia Street.

On June 13, 2017, the City's Planning Board unanimously recommended approval of this request.

**PRIOR ACTION:**

July 13, 2017 - The City Council voted to approve Ordinance No. 29-17 on first reading.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

6/19/2017

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Keith Wilkins, Assistant City Administrator  
Amy Miller, Director, Port of Pensacola  
Sherry Morris, AICP, Planning Services Administrator

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 29-17
- 2) Ferry Landing Site Plan, dated April 7, 2017
- 3) Map of Area to be Vacated - 700 Block of Commendencia Street
- 4) June 13, 2017 Planning Board Minutes

**PRESENTATION:** No



PROPOSED  
ORDINANCE NO. 29-17

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND VACATING  
A PORTION OF THE COMMENDENCIA STREET RIGHT OF  
WAY; IN PENSACOLA, ESCAMBIA COUNTY, STATE OF  
FLORIDA; REPEALING CLAUSE; AND PROVIDING AN  
EFFECTIVE DATE.

WHEREAS, a public hearing was held on July 13, 2017,  
as to the vacation of a portion of the Commendencia Street right  
of way; Pensacola, Escambia County, Florida; and

WHEREAS, the vacation of said right-of-way,  
hereinafter described, will contribute to the general welfare of  
the City of Pensacola in that said right-of-way is no longer  
needed as a public thoroughfare; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the following described right of way  
in Pensacola, Escambia County, Florida is hereby closed,  
discontinued, vacated and forever abandoned by the City of  
Pensacola as a public thoroughfare:

That portion of Pine Street (60' right of way), between  
Jefferson Street (60' right of way) to the west and Commendencia  
Street (60' right of way) to the east. Further described as  
beginning at the southwestern corner of the intersection of Pine  
Street and Commendencia Street, thence in a northerly direction  
approximately 60 feet to the northwestern corner of Pine Street  
and Commendencia Street, thence in a westerly direction  
approximately 242 feet to the northeastern corner of Pine Street  
and Jefferson Street, thence in a southerly direction  
approximately 60 feet to the southeastern corner of Pine Street  
and Jefferson Street and thence in an easterly direction  
approximately 243 feet to the point of beginning at the  
southwestern corner of the intersection of Pine Street and  
Commendencia Street.

SECTION 2. That the owners of the abutting property be, and they are hereby authorized to acquire possession of the right-of-way more particularly described in Section 1 of this ordinance, and the City of Pensacola does hereby abandon all claim of right, if any it has, in said property, and it shall remain and be the property of the abutting property owners.

SECTION 3. That, notwithstanding the foregoing sections, the City of Pensacola reserves for itself, Gulf Power Company, Bell South, Cox Cable, and the Emerald Coast Utilities Authority, their successors and assigns, a full width easement in the entire portion the right of way vacated hereby for the purpose of locating and maintaining public utilities and improvements.

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

SECTION 5. 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



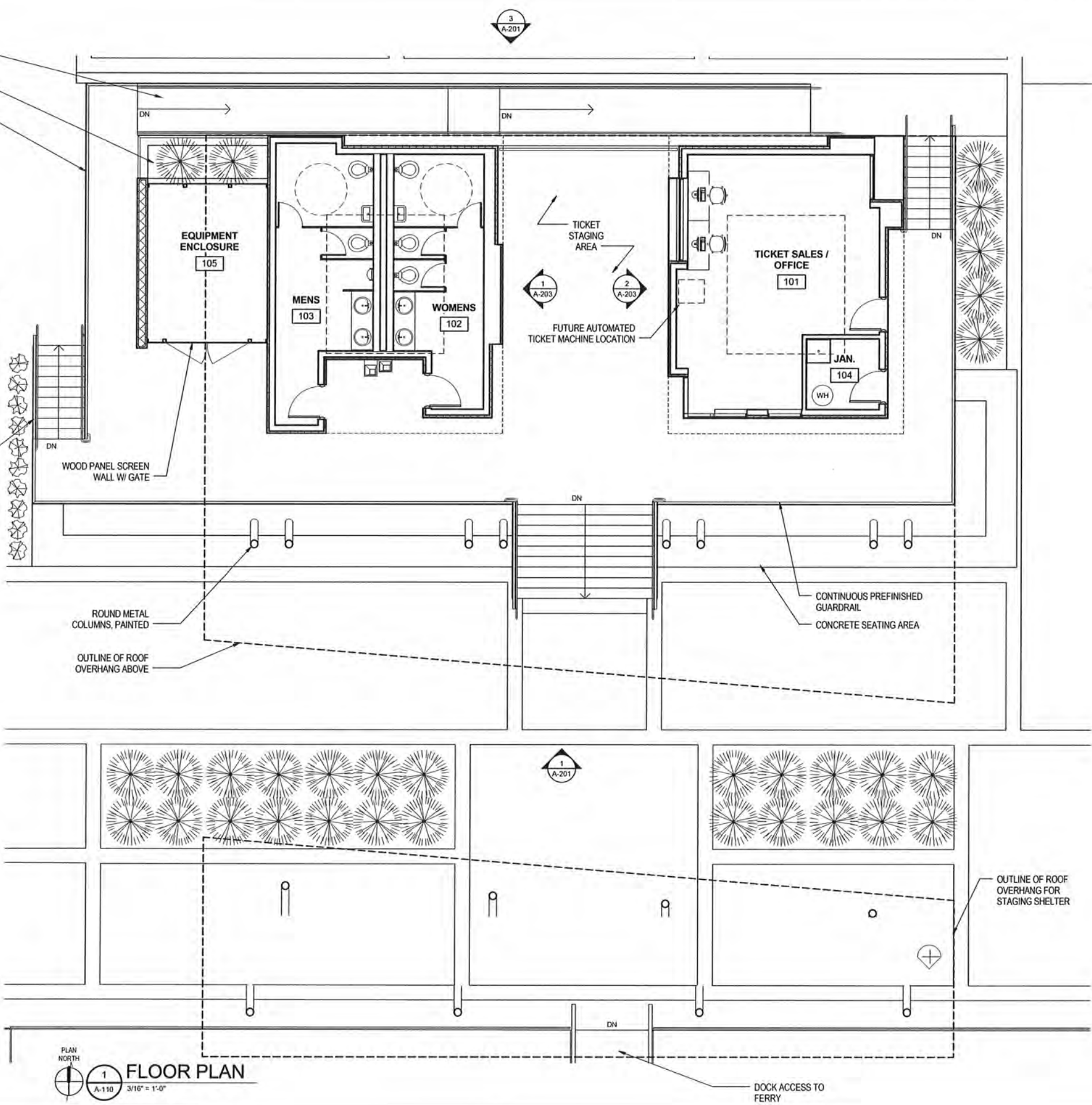




CONCRETE ACCESSIBLE RAMP  
PLANTER  
PREFINISHED METAL GUARDRAIL

CONCRETE ACCESS / EGRESS STAIR W/ PREFINISHED GUARD & HANDRAILS

2  
A-202



GRAPHIC LEGEND	
<b>ROOM NAME</b>	<b>ROOM NAME / NUMBER DESIGNATION</b>
[ 101 ]	ROOM NAME / NUMBER DESIGNATION
( 101 )	DOOR NUMBER
◊ A	WINDOW TYPE
#	WALL TYPE
FEC	FIRE EXTINGUISHER CABINET (SEMI-RECESSED) AND FIRE EXTINGUISHER
FD ◊	FLOOR DRAIN
KB	KNOX BOX, RECESSED
DS ◻	PREFINISHED METAL DOWNSPOUT, CONNECT TO STORM DRAIN PIPING, SEE CIVIL DRAWINGS
S	SINK
AR	ACCESSIBILITY RADIUS
[ ] / [ ]	EQUIPMENT/FURNITURE, CID PACKAGE
CJ	MASONRY CONTROL JOINT

CLIENT	PORT OF PENSACOLA
PROJECT	PENSACOLA FERRY LANDING
TITLE	FLOOR PLAN
CORPORATE OFFICE: 4025 W. BOY SCOTT BOULEVARD, TAMPA, FLORIDA 33607, PHONE: 813.289.4300, FAX: 813.289.4301, www.atkinsglobal.com	
LOCAL OFFICE: 1250 WOODBRANCH PARK, HOUSTON, TX 77057, TEL: 281.483.5100, FAX: 281.483.5107, www.atkinsglobal.com	
JOB NO.:	100048866
DRAWN:	JGH
DESIGN:	JGH
CHECKED:	RCR
APPROVED:	JM
SHEET NO.:	A-110
<b>30% CONSTRUCTION DRAWINGS NOT FOR CONSTRUCTION</b>	

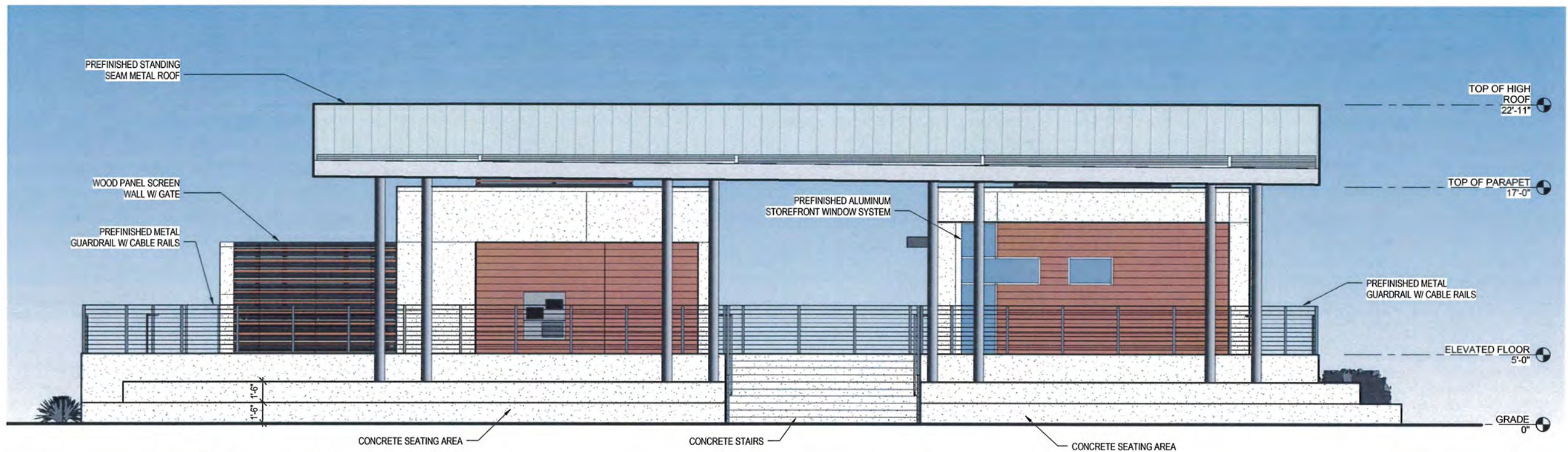
PLAN NORTH  
1  
A-110  
3/16" = 1'-0"  
**FLOOR PLAN**

NOT FOR CONSTRUCTION

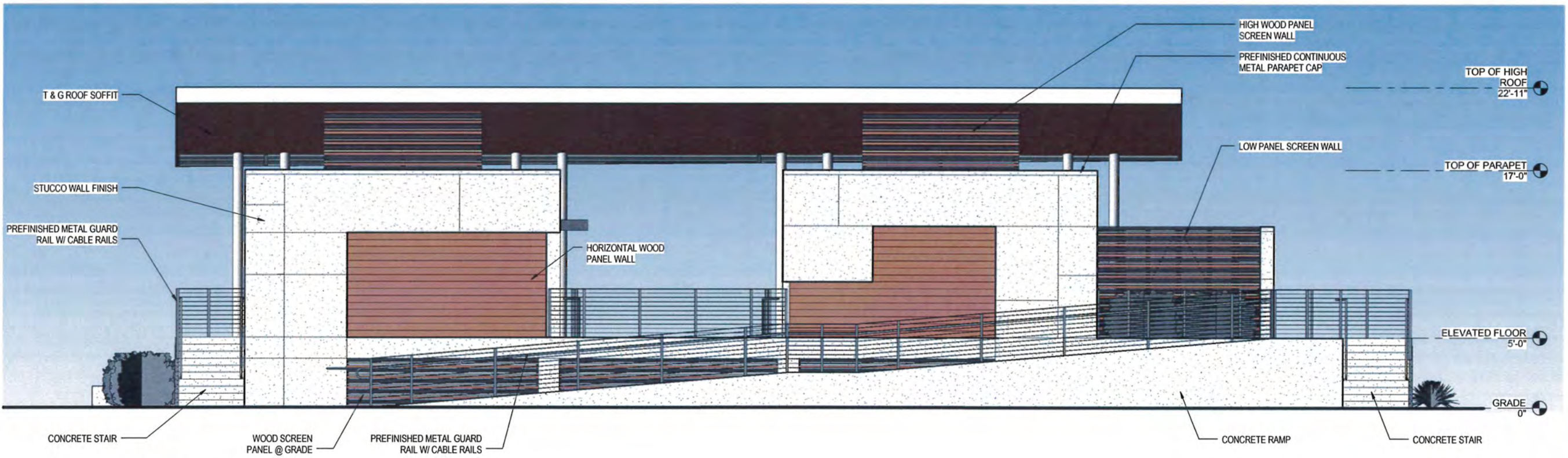
DOCK ACCESS TO FERRY

**BTJA**  
... optimizing design value  
**Bullock Tice Associates**  
809 East Cervantes Street  
Pensacola, FL 32501  
www.bullocktice.com  
850-434-5444

NOTICE: The information on this document represents the design of the project as shown on the drawings. It is the responsibility of the client to verify the accuracy of the information and to ensure that the drawings are used in accordance with the project requirements. The drawings are prepared by the design professional and are not to be used for any other purpose without the written consent of the design professional. The design professional is not responsible for any errors or omissions in the drawings or for any consequences arising from the use of the drawings. The design professional is not responsible for any construction methods or materials used in the project. The design professional is not responsible for any construction methods or materials used in the project.



1 SOUTH ELEVATION  
A-201 1/4" = 1'-0"




3 NORTH ELEVATION  
A-201 1/4" = 1'-0"

NOT FOR CONSTRUCTION

DATE	REF. BY	DESCRIPTION



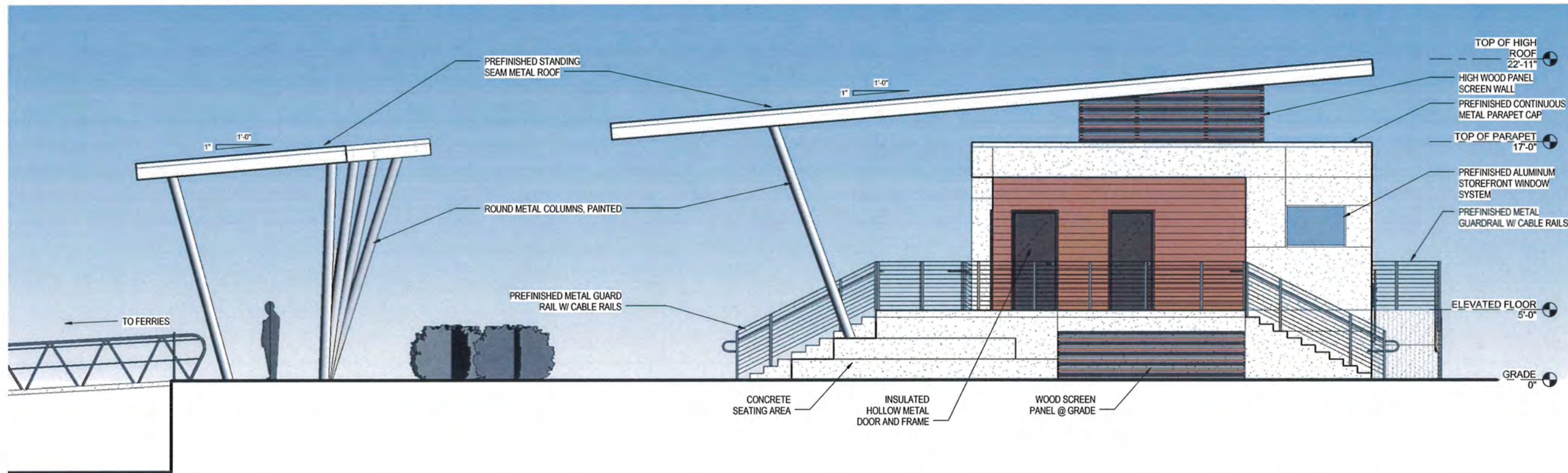
**Bullock Tice Associates**  
909 East Cervantes Street  
Pensacola, FL 32501  
www.bullocktice.com  
850-434-5444

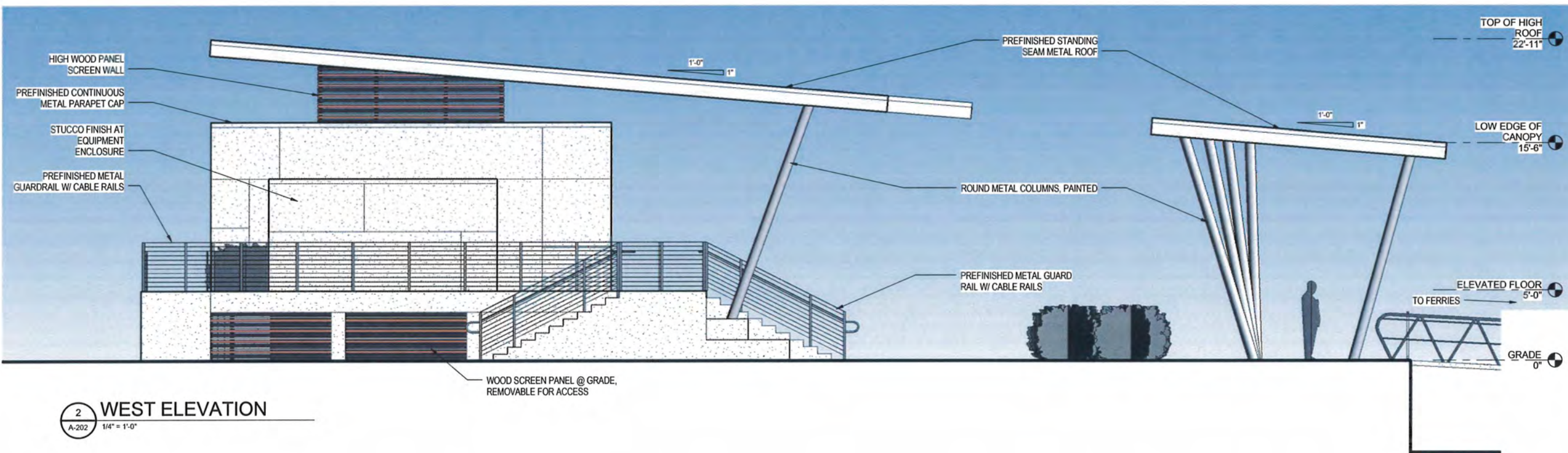
<p>CLIENT <b>PORT OF PENSACOLA</b></p>	<p>PROJECT <b>PENSACOLA FERRY LANDING</b></p>	<p>TITLE <b>EXTERIOR ELEVATIONS</b></p>
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<p><b>ATKINS</b> CORPORATE OFFICE: 400 N. GUY WOOD BLDG. TAMPA, FLORIDA 33607 PHONE: 813.443.5100 FAX: 813.443.1047 www.atkinsglobal.com</p>		<p>LOCAL OFFICE: 1200 WOODBRANCH PARK HOUSTON, TX 77079 TEL: 281.463.6100 FAX: 281.463.1047</p>
JOB NO.:	100048866	
DRAWN:	JGH	
DESIGN:	JGH	
CHECKED:	RCR	
APPROVED:	JM	
SHEET NO.	A-201	
<p><b>30% CONSTRUCTION DRAWINGS NOT FOR CONSTRUCTION</b></p>		



1 EAST ELEVATION  
A-202 1/4" = 1'-0"



2 WEST ELEVATION  
A-202 1/4" = 1'-0"

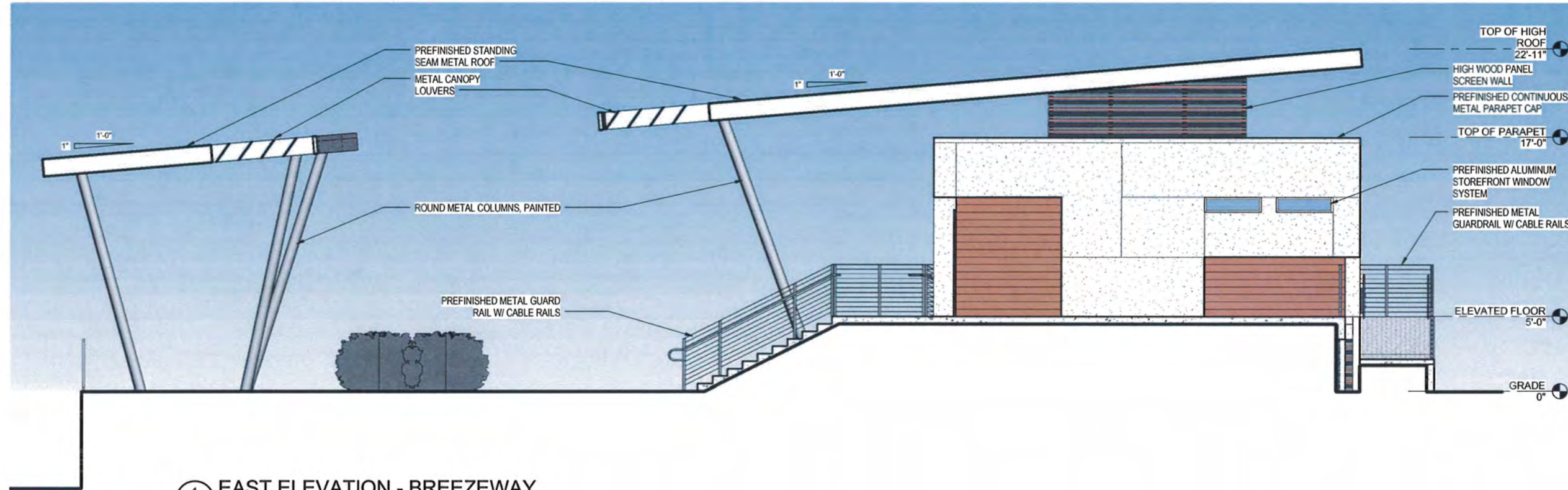
NOT FOR CONSTRUCTION

DATE	REF. DATE	DESCRIPTION
03/24/17		

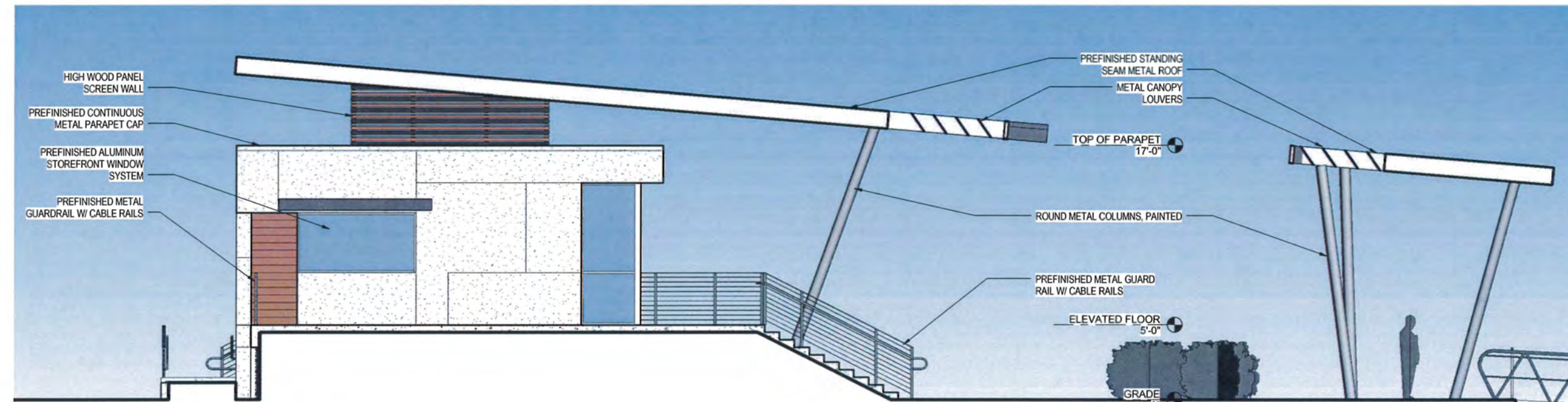
  

<p><b>Bullock Tice Associates</b> 909 East Cervantes Street Pensacola, FL 32501 www.bullocktice.com 850-434-5444</p>	
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CLIENT	PORT OF PENSACOLA
PROJECT	PENSACOLA FERRY LANDING
TITLE	EXTERIOR ELEVATIONS
<p><small>CORPORATE OFFICE: 400 W. BOY SCOUT BOULEVARD, TAMPA, FLORIDA 33607 FPLP CERTIFICATE OF AUTHORIZATION NO. 28 www.atkinsglobal.com</small></p> <p><small>LOCAL OFFICE: 1000 WOOD BRANCH PARK, HOUSTON, TX 77079 TEL: 281-463-6700 FAX: 281-463-1947</small></p>	
JOB NO.:	100048866
DRAWN:	JGH
DESIGN:	JGH
CHECKED:	RCR
APPROVED:	JM
SHEET NO.:	A-202
<p><b>30% CONSTRUCTION DRAWINGS NOT FOR CONSTRUCTION</b></p>	





1 EAST ELEVATION - BREEZEWAY  
A-203 1/4" = 1'-0"



2 WEST ELEVATION - BREEZEWAY  
A-203 1/4" = 1'-0"

NOT FOR CONSTRUCTION

REF.	DATE	DESCRIPTION

**BTA**  
optimizing design value  
**Bullock Tice Associates**  
909 East Cervantes Street  
Pensacola, FL 32501  
www.bullocktice.com  
850-434-5444

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CLIENT  
**PORT OF PENSACOLA**

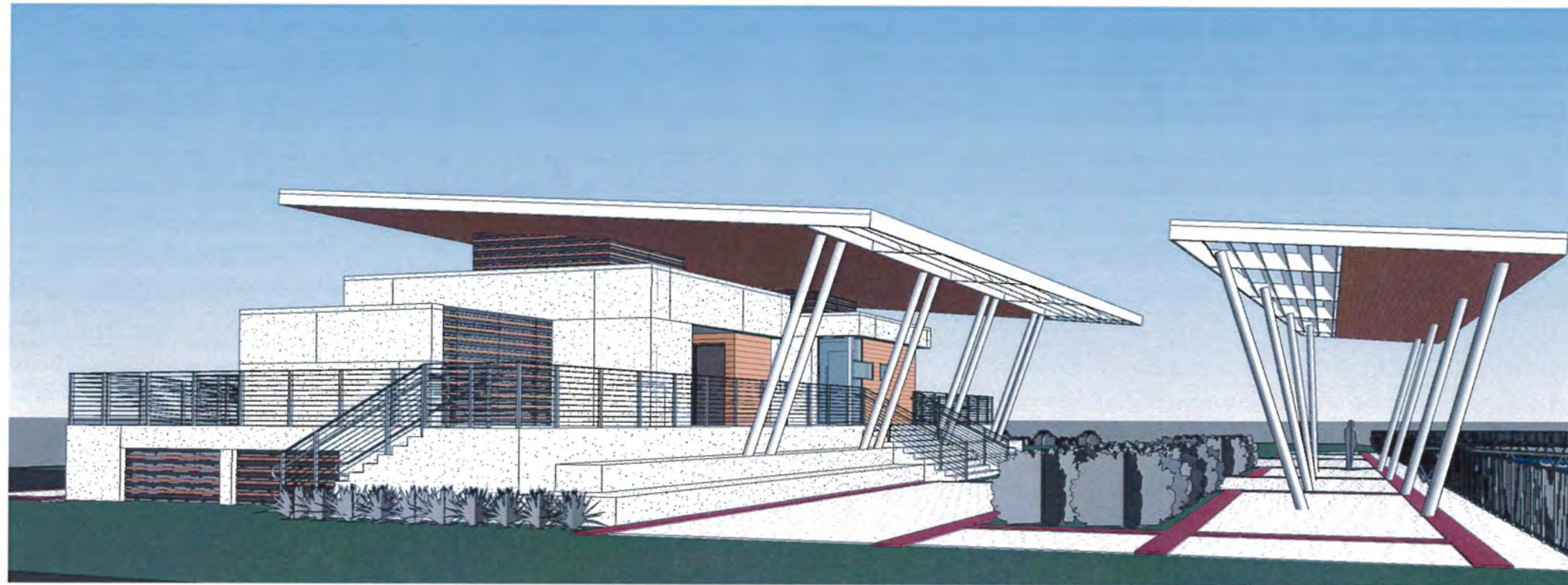
PROJECT  
**PENSACOLA FERRY LANDING**

TITLE  
**EXTERIOR ELEVATIONS**

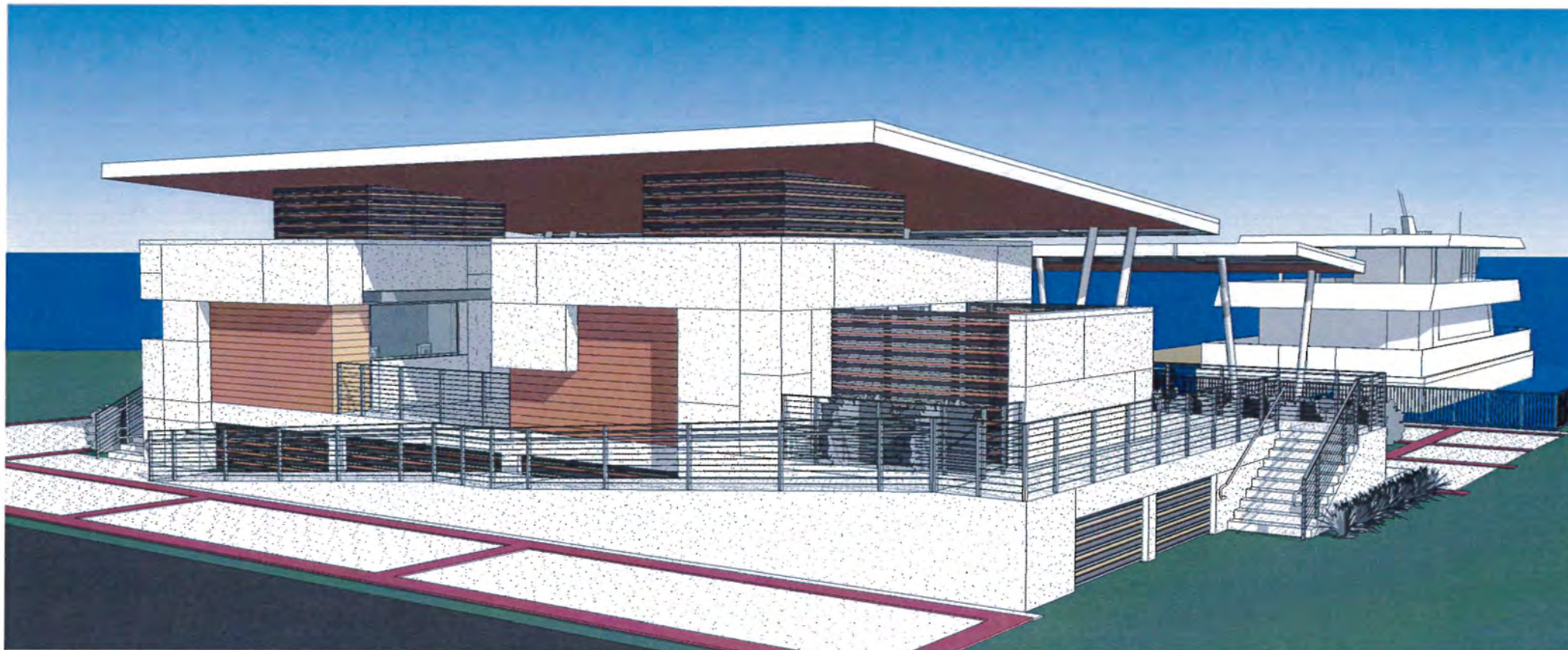
**ATKINS**  
CORPORATE OFFICE: 100 W. BOY SCOUTS BOULEVARD TAMPA, FLORIDA 33607  
LOCAL OFFICE: 1205 WOODBRAND PARK HOUSTON, TX 77057  
FRIEL CERTIFICATE OF AUTHORIZATION NO. 24  
TEL: 281-493-1900 FAX: 281-493-1947  
www.atkinsglobal.com

JOB NO.: 100048866  
DRAWN: JGH  
DESIGN: JGH  
CHECKED: RCR  
APPROVED: JM  
SHEET NO. A-203



**30% CONSTRUCTION DRAWINGS NOT FOR CONSTRUCTION**



1 VIEW FROM SW  
A-301



2 VIEW FROM NW  
A-301

		DESCRIPTION
		REF. DATE
		DATE
 <b>Bullock Tice Associates</b> 909 East Cervantes Street Pensacola, FL 32501 www.bullocktice.com 850-434-5444		
<small>NOTICE: The information in this document was prepared by the architect and is based on the information provided by the client. It is the client's responsibility to verify the accuracy of the information provided. The architect assumes no responsibility for the accuracy of the information provided. The architect's liability is limited to the professional services rendered. The architect does not warrant the accuracy of the information provided. The architect's liability is limited to the professional services rendered. The architect does not warrant the accuracy of the information provided. The architect's liability is limited to the professional services rendered.</small>		
CLIENT	PORT OF PENSACOLA	
PROJECT	PENSACOLA FERRY LANDING	
TITLE	3D VIEWS	
 <small>CORPORATE OFFICE: 400 W. BOY SCOUT BOULEVARD TAMPA, FLORIDA 33607 PERM. CERTIFICATE OF AUTHORIZATION NO. 24          LOCAL OFFICE: 1500 WOODBRANCH PARK HOUSTON, TX 77057 TEL: 281-483-1100 FAX: 281-483-1547 www.atkinsglobal.com</small>		
JOB NO.:	100048866	
DRAWN:	JGH	
DESIGN:	JGH	
CHECKED:	RCR	
APPROVED:	JM	
SHEET NO.	A-301	
<b>30% CONSTRUCTION DRAWINGS NOT FOR CONSTRUCTION</b>		

NOT FOR CONSTRUCTION



RIGHT OF WAY VACATION  
REQUESTED BY PORT OF PENSACOLA

JUNE 2017



REQUEST TO VACATE PINE STREET RIGHT OF WAY



PLANNING SERVICES

THE UPSIDE *of* FLORIDA

**MINUTES OF THE PLANNING BOARD**

**June 13, 2017**

**MEMBERS PRESENT:** Paul Ritz-Chairman, Danny Grundhoefer, Jared Moore, Nina Campbell, Kurt Larson

**MEMBERS ABSENT:** Kyle Owens, Nathan Monk

**STAFF PRESENT:** Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner, Victoria D'Angelo and Helen Gibson, CRA, Don Kraher, Council Executive

**OTHERS PRESENT:** Mick Novota, Greg Worley, Robert Rice, Dax Campbell, Diane Mack

**AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from May 9, 2017
- Request for ROW Vacation of the 1000 Block Avery Street
- Request for ROW Vacation of the 700 Block Commendencia Street – Ferry Landing Project
- Request Variance Approval for the 700 Block Commendencia Street – Ferry Landing Project
- Request Aesthetic Approval of 700 Block of Commendencia Street – Ferry Landing Project
- Request for Preliminary Plat Approval for River Birch Subdivision
- Request for Preliminary Plat Approval for Girard Place Phase I Subdivision
- Consider Amendment to LDC Section 12-2-6 Residential/Office Land Use District
- Consider Amendment to LDC Section 12-12-8 Regulation of Patron's Dogs at Permitted Food Service Establishments
- Consider Amendment to Eastside Neighborhood Plan
- Open Forum
- Adjournment

**Call to Order / Quorum Present**

Chairman Ritz called the meeting to order at 2:03 pm with a quorum present. He gave instructions to the audience on the rules and procedures of the Board.

**Approval of Meeting Minutes**

Mr. Larson made a motion to approve the May 9, 2017 minutes, seconded by Mr. Grundhoefer, and it carried unanimously.

**Request for ROW Vacation of the 1000 Block Avery Street**

Mr. Dax Campbell, Campbell Construction, is requesting to vacate the portion of the right-of-way of Avery Street directly adjacent to his property at 1011 Fairnie Avenue and the properties located at 1015 Fairnie Avenue and 1717 N. 11th Avenue.

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](http://www.cityofpensacola.com)

The applicant indicates the reason for the request is to enable him to have a somewhat symmetric parcel and to allow him to install a privacy fence along the new rear property line. The applicant is only interested in the portion which abuts his property. He has indicated the remainder of the right-of-way could be equally divided between the property owners of 1015 Fairnie Avenue and 1717 N. 11th Avenue. He has indicated both abutting neighbors are in agreement with the request; however, both have signed with contingencies. In initial discussions the rationale for this request was that the applicant could gain additional square footage in order to split the lot and construct two dwellings instead of the one dwelling currently permitted by code. There is a potential for future variance requests to the Zoning Board of Adjustment, which would be self-created by this present request.

Dax Campbell explained they wanted to make the property more symmetrical and install a privacy fence. Both adjacent property owners were in agreement. He explained the contingencies were that he no longer use the easement in the future and install a fence across it. Chairman Ritz asked how the adjacent property owners would maintain their access, and Mr. Campbell advised at the moment he was not aware they were maintaining it. Mr. Joel Campbell explained the easement was like a road they drive in to access the rear of their house. On the Fairnie property, the neighbor does not have access to Fairnie Avenue, so they drive around to Avery and come in the back way. He advised when they demolish the home and rebuild, they will use the front entrance on Fairnie to access the property. Chairman Ritz pointed out at the present time the property belongs to Pensacola and is used by the neighbors who abut it. Since this would allow public property to be placed in the hands of a private individual, how would the Board become satisfied that Mr. Bell and Mr. Broadley (neighbors) still maintain access, and that all citizens are treated fairly. Dax Campbell stated on the rear corner of the property, he would be constructing a fence. When the neighbors access the easement, they turn in before the corner, and this would not impede their access. Ms. Campbell pointed out this is public property being handed over, and would it make more sense to address this as an individual vacation of right-of-way just for the portion needed? Ms. Deese advised that we don't typically vacate portions of rights-of-way for a variety of reasons. It is shown as 20' wide, which means each property owner would get half. Mr. Campbell would get the entire portion because his property abuts the right-of-way on the north and the south.

Mr. Grundhoefer explained the Board needed a legal description to show how the neighbors' contingencies for access were met. Chairman Ritz pointed out those contingencies needed to be clearly resolved. Dax Campbell asked for clarification on what the Board required, and Chairman Ritz advised some kind of legal description/survey from a licensed firm was needed. Even if Mr. Bell and Mr. Broadley were not present and they signed the legal description/survey, with the fence location indicated, the Board would have a much easier time accepting and approving the vacation. Ms. Deese explained the Board could table the item but she would recommend the Board specify the length of time instead of being bound to the 45-day requirement. **Mr. Grundhoefer made a motion to deny as presented without prejudice, seconded by Ms. Campbell, and it carried unanimously.**

#### **Request for ROW Vacation of the 700 Block Commendancia Street – Ferry Landing Project**

Chairman Ritz advised since his business was involved with this project, he recused himself from the discussion and voting on the item.

The Port of Pensacola is requesting to vacate the portion of the right-of-way of Commendancia Street directly adjacent to properties owned by the City of Pensacola, including the Port of Pensacola. Although the application indicates this is a request to vacate Pine Street, the proposed area has been identified as the 700 Block of Commendancia Street by the appropriate City departments. The applicant indicates the reason for the request is to enable this portion of the existing right-of-way to function more as a driveway between the proposed Ferry Landing ticket concession building and the parking area accommodating the passengers. As such, it provides more direct access to the users. The City of Pensacola is the sole adjacent property owner to this section of Commendancia Street.

Steve Popal of Atkins Engineering addressed the Board along with Robert Rice of Bullock Tice Associates. Though the ferry landing itself is confined to the rectangular block to the south of the proposed vacation area, it is supported by the existing large parking lot to the north, and approximately 100 parking spaces would be allocated to the ferry passengers coming to and from the ferry facilities. The right-of-way area would become a pedestrian area and a vehicular drop off for passengers. The building has been located closer to the right-of-way to have more queuing and storage space for passengers on the water side. In the long term, there is potential for an additional building to the east.

Mr. Grundhoefer asked if Pine Street would be changed, and Mr. Popal advised it would remain as is, but the building itself would fall within the 60' street right-of-way. Mr. Grundhoefer confirmed the building did not meet City codes because it was in the right-of-way. He asked if the City had ever reduced the right-of-way width, and Ms. Deese stated the City typically does not favor vacating portions of the right-of-way especially in this situation, and that was not the request routed through the utility providers and appropriate departments. Mr. Grundhoefer stated his concern was that it could turn into most anything, but it was City property. Chairman Ritz offered that the portion to the south (the building) was owned fee-simple by the City, and the right-of-way was owned by the citizens. Mr. Popal stated the fee-simple parcel was the same parcel as the northern parking lot – not subdivided. **Mr. Larson made a motion to approve, seconded by Mr. Moore, and it carried unanimously with Chairman Ritz abstaining.**

#### **Request Variance Approval for the 700 Block Commendencia Street – Ferry Landing Project**

The Port of Pensacola is requesting a Variance of 33.0 feet to reduce the required minimum building setback for structures adjacent to a bulkhead from 30 feet landward of the bulkhead line to 3.0 feet waterward of the bulkhead to accommodate an open-air shelter for ferry passengers. The ferries will be loading passengers at the terminal end of the Commendencia slip adjacent to the proposed sun/weather shelter. The design professionals have maintained a concise footprint while planning for future growth and expansion. However, given the limited space for the development adjacent to the boarding area and the nature of the intended use, the open-air shelters are proposed to be closer than the minimum setback allowed within the district. It should be noted the structural members of the shelters do not extend waterward of the bulkhead line; the roof extends beyond this vertical plane. Mr. Popal stated the reason for the variance was to provide shelter for queuing approximately 300 passengers waiting for the ferry boats. The space between the shelter and building is a general gathering area, open structure, and allows for a promenade along the water. Mr. Grundhoefer stated the Board had already approved the location, the look, and architectural character. **Mr. Moore made a motion to approve, seconded by Mr. Larson, and it carried unanimously with Chairman Ritz abstaining.**

#### **Request Aesthetic Approval of 700 Block of Commendencia Street – Ferry Landing Project**

The Port of Pensacola, is requesting aesthetic approval for the Ferry Landing Project. This project was considered by the Planning Board for preliminary approval at the May 9, 2017 meeting and approved with consideration being made for more permanent materials that would have lower maintenance. Mr. Moore wanted to review the suggested changes. Mr. Rice explained they had designed the building with wood veneer cladding and an EFIS cladding, so the white depicted on the drawings was an EFIS system, basically a clad foam system, with natural wood paneling. The Board felt these materials were not as durable, so in keeping with the design, they modified the EFIS to an insulated metal panel. The wood veneer is a cementitious fiber panel board rather than natural wood. The screen walls on the roof and below the finished floor, and the screen wall around the mechanical yard will also be cementitious hardi board panel.

Ms. Deese clarified the applicant was seeking final approval for the building and the open-air shelters which would move forward to City Council.

Mr. Popal indicated the sunshades for the high roof are a first bid option, and the second bid option is the canopy at the water's edge. The sunshade aluminum louver system is built in the high roof, and if they were removed, the opaque roof would remain. **Mr. Moore made a motion to approve as presented, seconded by Mr. Larson. Ms. Campbell noted the item was amended to include the main building. The motion then carried unanimously with Chairman Ritz abstaining.**

#### **Request for Preliminary Plat Approval for River Birch Subdivision**

John and Connie Bowman, Our Family Property LLC, have submitted a request for Preliminary Plat approval for "River Birch" subdivision. The proposed development, identified as the 7100 blk of Spanish Trail, is a 3.93-acre parcel located on the east side of Spanish Trail, north of Creighton Road and immediately adjacent to the north of Gull Point Community Center. The site is currently vacant. The proposed subdivision is located within the R-1AA zoning district and has a FLUM designation of MDR, Medium Density Residential. The density allowed within the zoning district is 8.7 units per acre with the lots adhering to the regulations within Table 12-2.2. Per the application, the proposed subdivision consists of 6 lots. However, the actual plat indicates 4 lots are being created and depicts 3 new lots, measuring at least 40 feet in width, and 2 drainage easements contained within the remainder of the parent parcel. Additionally, the developer has requested Administrative Variances to reduce the rear building setback from 30 feet to 28 feet. The developer has opted to pay into the park escrow in lieu of dedicating a park.

Chairman Ritz noted that the fire hydrant had been addressed.

Jason Rebold addressed the Board and stated the plan was to subdivide, and the large parcel would be Phase II, and they were not sure what they were going to do with it. Chairman Ritz addressed the rear setback from 30' to 28' and was concerned if neighbors nearby have that same requirement for them, here the large parcel is being subdivided with a request for the rear setback to be reduced by 2' which others in the neighborhood might not have as their benefit but was requested in this item. Ms. Deese explained it was for transparency and was actually permitted by the LDC, so not a variance to the actual property which would go to the Board; it would be administratively handled. She advised the LDC permits staff to grant administrative variances of 10 percent up to 2', whichever is less. Chairman Ritz explained the Board was reviewing the preliminary plat and would see the final. Ms. Campbell stated given the comments from the City, all the requirements had been met. Mr. Grundhoefer asked if R-1AA had a 50' minimum requirement on the street, and this was a variance to that. Ms. Deese clarified the lot width requirement was 40' and the comments he referred to were based on engineering which is a different regulation because of the corner parcel. Mr. Rebold stated because there were over 4 lots, Engineering required retention, so the drainage easements would be ponds for the three lots. As Lot 4 was developed, the ponds would be relocated to the downstream side. **Ms. Campbell made a motion to approve the preliminary plat, seconded by Mr. Grundhoefer, and the motion carried unanimously.**

#### **Request for Preliminary Plat Approval for Girard Place Phase I Subdivision**

Rebol-Battle & Associates has submitted a request for Preliminary Plat approval for "Girard Place" subdivision, a townhouse subdivision. The proposed development, formerly identified as 302 W. Romana St, is a total of 1.62 acres located on the eastern portion of the City block bounded by S. Reus Street (east), W. Romana Street (south), S. DeVilliers (west), and Hilary Street (north). The initial phase under consideration with this application is .92-acres in size. The site is currently vacant. The proposed subdivision is located within the C-2 zoning district, the Governmental Center District (GCD) overlay district, and has a FLUM designation of B, Business. It is also located within the Dense Business District. The density allowed within the zoning district is 135 units per acre with the lots adhering to the regulations within Table 12-2.7.

The application under review contains 11 lots in addition to the remainder of the parent parcel. Although the project will contain open space, the developer has opted to pay into the park escrow in lieu of dedicating a park to the City.

Chairman Ritz indicated Rebol Battle had provided the Board with revised materials.

Jason Rebol presented to the Board and explained this was the first phase of a townhome project as a subdivision which allows a fee-simple mortgage, with 11 lots being the first phases of the project. The second phase would be plotted on the north side of the property on the Hilary Street right-of-way.

Chairman Ritz noted the private drainage easement along Romana Street. Mr. Rebol stated because the lots are fronting an existing city street right-of-way, they were required to address the stormwater on this property, providing drainage at the foot of the driveways in order to route it to retention ponds.

Mr. Rebol clarified that the first phase had been presold, and rest of the parcel would be the second phase.

Ms. Campbell explained that the ARB voted 4 to 1 to approve with comments, and the project went before the Council. Ms. Deese stated the applicant then appealed the decision, and Council voted to overturn the ARB decision. Even though the applicant received approval from the ARB, they received approval with comments which were substantial enough in the developer's mind that the project could not go forward. He filed an appeal which is allowed by the LDC. Most of the discussion was centered around the comments that the building move forward toward the property lines so that a car could not be parked within that area, which eliminated the guest parking, and the developer said this made the project not feasible. She indicated she had not seen any renderings coming through ARB nor through Mr. Rebol's office that displayed any parking in the rear. She stated if the plat meets technical standards, the Board is obligated to approve. The aesthetic review process had been completed through the ARB. Mr. Rebol advised the applicant wanted to go through ARB first before the platting began.

**Mr. Moore made a motion to approve the preliminary plat as submitted with the revised version, seconded by Ms. Campbell. The motion carried 3 to 2 with Mr. Larson and Mr. Grundhoefer dissenting.**

#### **Consider Amendment to LDC Section 12-2-6 Residential/Office Land Use District**

Mr. Mick Novota is requesting the Board consider amending the Land Development Code as it relates to the land uses allowed within the R-2 zoning district, specifically barber shops and hair salons. The Ordinance was modified in 2016 to allow these uses as permitted within the district subject to their location along a 4-lane roadway. The applicant is requesting the Board consider changing this language to identify the roadway classification rather than the physical characteristics of the roadway.

Chairman Ritz asked if the designation "major urbanized collector or larger roadway" was a State of Florida transportation document. Ms. Deese stated it would be up to the City's transportation engineer.

Mr. Mick Novota explained they bought the property on A Street and found out about the 4-lane language later. The property has an office building, a warehouse, and parking and has always been commercial. He had a request to place a high-end beauty salon in the corner building. He did confer with the city engineer to find out how to proceed without a commercial variance. Through his research, he found that people did not like beauty salons in their neighborhoods.

Chairman Ritz stated in considering Garden at A Street, this location would suffice for this type of occupancy. Also, if they changed the underlying language of the Code, there were other locations where this would take effect - the far reaching effect of this agenda item.

Mr. Grundhoefer asked for the commercial uses in R-2. Ms. Deese stated getting into the more commercial uses would include childcare facilities, private clubs and lodges, boarding and lodging houses, bed and breakfast, dormitories, office buildings, hospitals, clinics, nursing homes, schools and educational institutions, libraries, community centers, social service homes or centers, banks and financial institutions, studios, and any accessory uses related to those above. Mr. Mick Novota advised the property was a dentist office at one time. Mr. Grundhoefer suggested barber shops and salons did not seem foreign to the other types of uses.



Ms. Deese stated the retail selling of products would fall under accessory, so it would have to maintain an accessory use and not consume the business (beauty supply house). She advised this is one of those uses that is often presumed to be allowed, but when you look at the Code, it is not permitted within the R-2 District. It was determined that "major urbanized collector or larger roadway" was based on traffic counts. Ms. Mack reminded the Board that one year ago she addressed the Board when Buddy Page pleaded for barber shops and beauty salons to be included in R-2 because a realtor selling the property at 9<sup>th</sup> and Cross did not perform the due diligence to read the LDC, noting the permitted uses before selling the property. This couple who bought the property put thousands of dollars in renovating it before realizing a beauty salon was not allowed. The request was denied initially by the Board but later approved by Planning Board and Council with the 4-lane roadway designation because of the hardship which was pleaded by the property owners. She explained if you were a real estate broker for 25 years, you should know to do the due diligence and read the LDC. She advised ordinances are laws, and we want laws to be clear and unambiguous. The ordinance was changed to allow barber shops and beauty salons in R-2 on 4-lane roadways. She emphasized that if you feel as a Board that we have reached the point that barber shops and beauty salons should be included in R-2, make it universal but not before you notify the affected people that you are looking at that change. The other alternative is that Mr. Novota does not need to have the Board change things citywide since he can ask for rezoning, and there is commercial zoning across the street.

Mr. Grundhoefer asked Ms. Mack to explain her opposition to the beauty salon versus other types of businesses. She stated it had nothing to do with services offered but the business operation parameters – operating within fixed hours. Beauty salons are not limited to 3 or 4 stations and have extended hours of operation.

Ryan Novota, Transportation Engineer, appeared before the Board and referred to the 2001 city document which defined an urban and minor and major urban collector for reference. He pointed out A Street had the volume for a 4-lane road. He stated personally, he wanted this amendment to happen, and professionally, he did not have an issue with it.

Ms. Campbell suggested this felt a little like a conflict of interest since Mr. Ryan Novota was speaking as the City Transportation Engineer. Given Ms. Mack's comments, she asked if Mr. Ryan Novota would consider requesting commercial zoning at this location. Mr. Ryan Novota stated it would be a cost to pursue that and a delay. When they received the latest proposal to install a salon, he did not know of the restrictions. Ms. Campbell stated one of the things she liked about an individual going through the process of rezoning, was the Board would not have to do what they were asking them to do for this item. Chairman Ritz stressed the request would have a citywide effect. He explained that we try to avoid language that requires research beyond the LDC, so if this 2001 document does exist, the citizen who brought it forth was the City Engineer who knows it exists. Mr. Ryan Novota explained that barber shops and hair salons were the only ones exempted from the R-2 which seemed wrong to him.

Ms. Mack stated it should be clear to the applicant that when this was changed to 4-lane roadway, R-2 did not allow barber shops or beauty salons, and this was in effect when Mr. Novota bought this property. If the City did a re-evaluation of the map in 2017, based on traffic volumes, might that not include more roadways? **Mr. Moore then made a motion to deny, seconded by Ms. Campbell. The motion carried 3 to 2 with Mr. Larson and Mr. Grundhoefer dissenting.**

#### **Consider Amendment to LDC Section 12-12-8 Regulation of Patron's Dogs at Permitted Food Service Establishments**

On May 11, 2017, City Council referred to this Board for recommendation a proposed ordinance amending Section 12-12-8 – Regulation of Patron's Dogs at Permitted Food Service Establishments. This amendment includes the removal of the requirements to have a physical barrier, removal of "patron" as one receiving a Notice to Appear or Civil Citation, and inclusion of the ability to allow enforcement via Chapter 13.

Chapter 13 includes Code Enforcement through a special magistrate as an option instead of all violations being routed through the court system.

Ms. Deese explained the amendment language was developed by Council staff. Chairman Ritz pointed out he encounters dogs on the sidewalks frequently and asked for a synopsis of the changes. Mr. Kraher, Council Executive, explained this requirement was on the business and not on the patron visiting the business. Council felt it should be the business that was held responsible for violations. The business has within their purview to say we don't have a permit yet, so you can't have your dog here. Chairman Ritz clarified that the business would then police their own customers. Mr. Kraher stated this would follow the state statute required by the Department of Health, and the restaurants have to meet those requirements. The inclusion of Code Enforcement would make it easier than sending through the court system. Ms. Campbell asked if a permit process was in place. Mr. Kraher advised there is a permit process in place which runs through the Planning Department and then proceeds to the City Council for approval. He stated currently there are four or five permits issued. Ms. Deese advised they were seeing more applications submitted recently to bring businesses into compliance with the Code. Mr. Grundhoefer asked about the barrier. Mr. Kraher pointed out the Code requires that some type of physical barrier be placed, but that requirement is not within the state statute. It was added at some point. Questions began to arise in defining a barrier, and Council wanted this removed since it was not required by the state.

Chairman Ritz stated as a person, he liked the idea of putting Code Enforcement in charge to go after the property owner to police their property. Ms. Campbell pointed out the \$25,000 liability insurance requirement. Chairman Ritz appreciated the fact that a permit process exists. Mr. Larson explained that if the businesses wanted more customers with dogs, they would have to follow the rules. Mr. Grundhoefer pointed out the Board was asked to approve the removal of the barrier language and to allow the magistrate to enforce it. Ms. Deese clarified that the State of Florida Statutes actually refer to this issue, and in order to even allow dogs to be at restaurants, the City has to adopt some form of code and requirements. So the fact that they are having to go through this permitting process is the only way that it is permitted by the State. The City is not imposing restrictions through this ordinance, but is actually being more lenient and allowing it to occur through this ordinance. She pointed out there were three amendments - the removal of the physical barrier, the removal of "patron" and the inclusion of Chapter 13. **Mr. Larson made the motion to approve the sample ordinance. It was seconded by Mr. Grundhoefer, and it carried unanimously.**

#### **Consider Amendment to Eastside Neighborhood Plan**

Staff has received a request from Mrs. Helen Gibson, CRA Administrator, for this Board to recommend to City Council the adoption of an amendment to the Eastside Neighborhood Plan Element of Urban Infill and Redevelopment Plan. This amendment establishes a time certain for a period of forty (40) years, beginning in 2005 and terminating in fiscal year 2045. Mrs. Gibson has asked that the Board find that the proposed Plan amendment conforms to the Comprehensive Plan for the City of Pensacola. She advised the CRA staff would like for Planning Board to recommend that City Council adopt an amendment to that Urban Infill Redevelopment Plan which provides that all community development activities financed by Tax Incremental Revenues (TIF) in the Urban Infill and Redevelopment area shall be completed by that 2045 year, and that it is in compliance with the Comprehensive Plan, so it expands from the initial request from just the Eastside Neighborhood to the Urban Infill and Redevelopment Plan.

Ms. Gibson advised that in 2000, the Planning Board recommended the approval by City Council of an amendment to the Future Land Use element of the Comprehensive Plan to approve the establishment of boundaries of the Urban Infill Redevelopment area. The purpose of that designation has to do with revitalization of blighted and high poverty areas of the city. At that time, the Planning Board also recommended that the Council also approve adoption of the Urban Infill and Redevelopment Plan. She explained the reason that they have asked that the recommendation be changed slightly was because the Eastside plan was subsequently added to the Urban Infill and Redevelopment Plan by City Council. So it is one component of the Urban Infill and Redevelopment Plan. The Planning Board recently found that this plan did conform to the City's Comprehensive Plan. At this point, the plan did not contain a time certain for completion of all revitalization activities within the district. It has been determined that per the statute, we are now required to have a time certain for completion of all activities. She advised Council is considering an ordinance adding that provision which will require that all activities be concluded within 40 years as allowed by the statute. She explained they were asking the Planning Board provide a recommendation to City Council that they approve this amendment to the plan adding that time certain and reconfirm the fact that this plan is in keeping with the City's Comprehensive Plan.

**Mr. Larson made a motion to approve, seconded by Ms. Campbell.** Mr. Grundhoefer asked if there were specific goals or just a time frame. Ms. Gibson stated there were specific projects identified within the plan, based on funding, to help the infill areas. She indicated grant funding was limited, and there was still work to be accomplished which will depend on resources available. **The motion then carried unanimously.**

**Open Forum** – Mr. Ryan Novota wanted to address the item concerning barber shops and beauty salons and wanted to bring a proposal to the Board to help clarify this issue. It was stated that it was a possibility that roads would have increased in volume and to change their designation. He wanted to know if the Board would consider proposing a list of roadways outside the 4-lane, to consider they are major roadways with high traffic volume which would solidify the locations that were affected. Chairman Ritz stated he would not be agreeable to that because as soon as you begin listing roadways based on road volume, if they change up or down, it represents a change which the Board could not keep track of. If traffic patterns change and A Street drops by 60%, that which we allowed then is no longer valid. He pointed out that Section W looked like an addition to the ordinance and not an existing edit. Ms. Deese stated it was an addition to the ordinance and highly opposed; the applicant at the last minute interjected the 4-lane language which enabled it to be approved by a 3-2 vote. Mr. Ryan Novota stated it implied the revision had catered to one event. Ms. Deese stated the barber and beauty shops were allowed in the RNC zone but not permitted in the R-2 zone. She advised the only way you can have a barber or beauty shop in a residential area is through a home occupation permit which limits it to one chair. Mr. Ryan Novota began questioning the Board about specific locations. The Chairman explained the Board was not here to answer those type of questions. Ms. Deese instructed Mr. Ryan Novota to send specific addresses to her and she would be glad to research it.

Ms. Mack advised in 2010, Council adopted an ordinance for doggie dining, but did not include a permit process. She explained this ordinance has not been enforced until this year because with Code Enforcement it is complaint driven. She admitted that she did complain as a matter of principal.

On another matter, Mr. Larson asked if the antenna on A Street at the church met the design standards put forth by the Board. Ms. Deese stated she would verify Council's approval did uphold the comments from the Board and would send an inspector to look at it.

**Adjournment** – With no further business, Chairman Ritz adjourned the meeting at 4:09 pm.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'BCD', with a long horizontal flourish extending to the right.

Brandi C. Deese  
Secretary to the Board

: CITY CLERK'S OFFICE  
CITY CLERK'S OFFICE/LEGAL ADS  
CITY CLERK'S OFFICE  
CITY OF PENSACOLA  
PENSACOLA FL 32502

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

State of Florida  
County of Escambia:

Before the undersigned authority personally appeared **Brittni Pendington**, 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

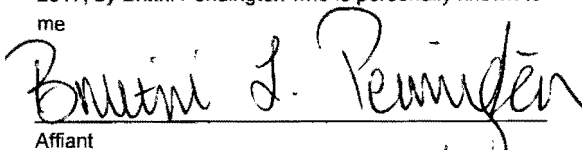
**NOTICE OF PROPOSED ORDINA**

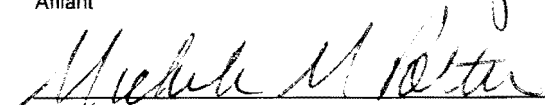
as published in said newspaper in the issue(s) of:

**07/31/17**

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 31th of August 2017, by Brittni Pendington who is personally known to me

  
Affiant

  
Michele M. Potter  
Notary Public for the State of Florida  
My Commission expires June 30, 2018

**NOTICE OF PROPOSED ORDINANCES**

Please be advised that Proposed Ordinance Nos. 29-17 and 31-17 were presented to the City Council of the City of Pensacola for first reading, on Thursday, July 13, 2017 and will be presented for final reading and adoption on Thursday, August 10, 2017 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. #29-17:  
**AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF THE COMMENDENCIA STREET TRIGHT OF WAY; IN PENSACOLA, ESCAMBIA COUNTY FLORIDA; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE. (Ferry Landing)**  
P.O. #31-17:  
**AN ORDINANCE AMENDING SECTION 12-12-8 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; REGULATION OF PATRONS' DOGS AT PERMITTED FOOD SERVICE ESTABLISHMENTS 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

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Legal No. 2309112 1T July 31, 2017



Memorandum

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File #: 31-17

City Council

8/10/2017

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**LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Member Sherri F. Myers

**SUBJECT:**

PROPOSED ORDINANCE NO. 31-17-- AMENDMENT TO SECTION 12-12-8 OF THE LAND DEVELOPMENT CODE-REGULATION OF PATRONS' DOGS AT PERMITTED FOOD SERVICE ESTABLISHMENTS

**RECOMMENDATION:**

That City Council adopt Proposed Ordinance No. 31-17 as amended on second reading.

AN ORDINANCE AMENDING SECTION 12-12-8 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, REGULATION OF PATRONS' DOGS AT PERMITTED FOOD SERVICE ESTABLISHMENTS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Section 12-12-8 of the City Code pertains to the Regulation of Patron's dogs at permitted food service establishments, and is authorized by Florida Statute Section 509.233.

Proposed amendments to Section 12-12-8 include the removal of physical barrier requirements which are not required under the State Statute and inclusion of an ability to allow enforcement via Chapter 13 (Code Enforcement) of the City Code.

At its June 13, 2017 meeting, the Planning Board unanimously approved the proposed amendments.

**PRIOR ACTION:**

May 11, 2017 - City Council referred to the Planning Board

July 13, 2017 - City Council voted to approve Ordinance No. 31-17 on first reading, with an amendment to not remove "patrons" from citations

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 31-17
- 2) June 13, 2017 Planning Board Minutes

**PRESENTATION:** No

**AMENDED**

PROPOSED  
ORDINANCE NO. 31-17

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 12-12-8 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, REGULATION OF PATRONS' DOGS AT PERMITTED FOOD SERVICE ESTABLISHMENTS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-12-8 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-12-8. - Regulation of patrons' dogs at permitted food service establishments.

Pursuant to the authority granted by F.S. § 509.233, patrons' dogs may be permitted within certain designated outdoor portions of permitted public food service establishments, notwithstanding the provisions of section 4-2-33 of the Code of the City of Pensacola, Florida, or the provisions of F.S. § 509.032(7), provided that each of the following requirements and criteria have been complied with:

- (A) Any public food service establishment desiring to allow patrons' dogs within certain designated outdoor portions of its public food service establishment, must apply for and receive a permit from the city council before allowing patrons' dogs on its premises.
- (B) Each applicant shall supply the following information in order to receive a permit:
  - (1) The name, location, and mailing address of the public food service establishment.
  - (2) The name, mailing address, and telephone contact information of the permit applicant.
  - (3) A diagram and description of the outdoor area to be designated as available to patrons' dogs, including dimensions of the designated area; a depiction of the number and placement of tables, chairs, and restaurant equipment, if any; the entryways and exits to the designated outdoor area; the boundaries of the designated area and of other areas of outdoor dining not available for patrons' dogs; any fences or other barriers; surrounding property lines and public rights-of-way, including sidewalks and common pathways; and such other information as may reasonably be required by the city council. The diagram or plan shall be accurate and to scale but need not be prepared by a licensed design professional.
  - (4) A description of the days of the week and hours of operation that patrons' dogs will be permitted in the designated outdoor area.



- (5) Proof that the applicant possesses liability insurance in the minimum amount of twenty-five thousand dollars (\$25,000.00) in the event of a dog biting a staff member, patron, guest or passerby while on the premises.
  - (6) ~~With respect to applicants whose outdoor seating is on a public sidewalk, proof that the restaurant has erected a physical barrier which would prevent pedestrian passersby from having direct contact with any dog on premises.~~
  - ~~(7)~~(6) With respect to restaurants located adjacent to another restaurant or licensed establishment, proof that the applicant has provided the neighboring establishment with notification of the applicant's intent to seek a permit under this section.
- (C) In order to protect the health, safety, and general welfare of the public, the following measures shall be continuously applied by the permitted establishment:
- (1) All public food service establishment employees shall wash their hands promptly after touching, petting, or otherwise handling dogs. Employees shall be prohibited from touching, petting, or otherwise handling dogs while serving food or beverages or handling tableware or before entering other parts of the public food service establishment.
  - (2) Patrons in a designated outdoor area shall be advised that they should wash their hands before eating. Waterless hand sanitizer shall be provided at all tables in the designated outdoor area.
  - (3) Employees and patrons shall be instructed that they shall not allow dogs to come into contact with serving dishes, utensils, tableware, linens, paper products, or any other items involved in food service operations.
  - (4) Patrons shall keep their dogs on a leash at all times and shall keep their dogs under reasonable control.
  - (5) Dogs shall not be allowed on chairs, tables, or other furnishings.
  - (6) All table and chair surfaces shall be cleaned and sanitized with an approved product between seating of patrons. Spilled food and drink shall be removed from the floor or ground between seating of patrons.
  - (7) Accidents involving dog waste shall be cleaned immediately and the area sanitized with an approved product. A kit with the appropriate materials for this purpose shall be kept near the designated outdoor areas.
  - (8) A sign or signs reminding employees of the applicable rules shall be posted on premises in a manner and place as determined by the local permitting authority.
  - (9) A sign or signs reminding patrons of the applicable rules shall be prominently posted on premises.
  - (10) A sign or signs shall be prominently posted that places the public on notice that the designated outdoor area is available for the use of patrons and patrons' dogs.
  - (11) Dogs shall not be permitted to travel through indoor or non-designated outdoor portions of the public food service establishment, and ingress and egress to the designated outdoor portions of the public food service establishment must not require entrance into or passage through any indoor areas of the food establishment.
- (D) A permit issued pursuant to this section shall not be transferred to a subsequent owner upon the sale of a public food service establishment but shall expire automatically upon the sale of the

establishment. The subsequent owner shall be required to reapply for a permit pursuant to this section if the subsequent owner wishes to continue to accommodate patrons' dogs.

- (E) The application for a permit shall be accompanied by a nonrefundable permit fee of one hundred dollars (\$100.00).
- (F) This provision shall be enforced by sworn law enforcement officers employed by the City of Pensacola, and the civil fine penalty provided by section 1-1-8 of the Code of the City of Pensacola, Florida shall apply. Such officers shall enforce the provisions of this section of the code through issuing a Notice to Appear, a Civil Citation or other means of enforcement pursuant to Chapter 13 of this code; to be acknowledged and received by the patron, restaurant owner, managing agent, property owner or employee receiving the notice. Failure to sign acceptance of the Notice to Appear or Civil Citation shall be a first degree misdemeanor as defined by Florida law. Any permitted establishment accumulating three (3) or more Notices to Appear shall have its permit subject to suspension or revocation at the discretion of the Pensacola City Council.
- (G) In the event of a violation of this section at a permitted establishment, all costs of enforcement and prosecution shall be assessed against the establishment by the city council and shall constitute a special assessment against such establishment, for which a lien on all personal and real property may be imposed, recorded and foreclosed upon by the City of Pensacola.

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

THE UPSIDE *of* FLORIDA

**MINUTES OF THE PLANNING BOARD**

**June 13, 2017**

**MEMBERS PRESENT:** Paul Ritz-Chairman, Danny Grundhoefer, Jared Moore, Nina Campbell, Kurt Larson

**MEMBERS ABSENT:** Kyle Owens, Nathan Monk

**STAFF PRESENT:** Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner, Victoria D'Angelo and Helen Gibson, CRA, Don Kraher, Council Executive

**OTHERS PRESENT:** Mick Novota, Greg Worley, Robert Rice, Dax Campbell, Diane Mack

**AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from May 9, 2017
- Request for ROW Vacation of the 1000 Block Avery Street
- Request for ROW Vacation of the 700 Block Commendencia Street – Ferry Landing Project
- Request Variance Approval for the 700 Block Commendencia Street – Ferry Landing Project
- Request Aesthetic Approval of 700 Block of Commendencia Street – Ferry Landing Project
- Request for Preliminary Plat Approval for River Birch Subdivision
- Request for Preliminary Plat Approval for Girard Place Phase I Subdivision
- Consider Amendment to LDC Section 12-2-6 Residential/Office Land Use District
- Consider Amendment to LDC Section 12-12-8 Regulation of Patron's Dogs at Permitted Food Service Establishments
- Consider Amendment to Eastside Neighborhood Plan
- Open Forum
- Adjournment

**Call to Order / Quorum Present**

Chairman Ritz called the meeting to order at 2:03 pm with a quorum present. He gave instructions to the audience on the rules and procedures of the Board.

**Approval of Meeting Minutes**

Mr. Larson made a motion to approve the May 9, 2017 minutes, seconded by Mr. Grundhoefer, and it carried unanimously.

**Request for ROW Vacation of the 1000 Block Avery Street**

Mr. Dax Campbell, Campbell Construction, is requesting to vacate the portion of the right-of-way of Avery Street directly adjacent to his property at 1011 Fairnie Avenue and the properties located at 1015 Fairnie Avenue and 1717 N. 11th Avenue.

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The applicant indicates the reason for the request is to enable him to have a somewhat symmetric parcel and to allow him to install a privacy fence along the new rear property line. The applicant is only interested in the portion which abuts his property. He has indicated the remainder of the right-of-way could be equally divided between the property owners of 1015 Fairnie Avenue and 1717 N. 11th Avenue. He has indicated both abutting neighbors are in agreement with the request; however, both have signed with contingencies. In initial discussions the rationale for this request was that the applicant could gain additional square footage in order to split the lot and construct two dwellings instead of the one dwelling currently permitted by code. There is a potential for future variance requests to the Zoning Board of Adjustment, which would be self-created by this present request.

Dax Campbell explained they wanted to make the property more symmetrical and install a privacy fence. Both adjacent property owners were in agreement. He explained the contingencies were that he no longer use the easement in the future and install a fence across it. Chairman Ritz asked how the adjacent property owners would maintain their access, and Mr. Campbell advised at the moment he was not aware they were maintaining it. Mr. Joel Campbell explained the easement was like a road they drive in to access the rear of their house. On the Fairnie property, the neighbor does not have access to Fairnie Avenue, so they drive around to Avery and come in the back way. He advised when they demolish the home and rebuild, they will use the front entrance on Fairnie to access the property. Chairman Ritz pointed out at the present time the property belongs to Pensacola and is used by the neighbors who abut it. Since this would allow public property to be placed in the hands of a private individual, how would the Board become satisfied that Mr. Bell and Mr. Broadley (neighbors) still maintain access, and that all citizens are treated fairly. Dax Campbell stated on the rear corner of the property, he would be constructing a fence. When the neighbors access the easement, they turn in before the corner, and this would not impede their access. Ms. Campbell pointed out this is public property being handed over, and would it make more sense to address this as an individual vacation of right-of-way just for the portion needed? Ms. Deese advised that we don't typically vacate portions of rights-of-way for a variety of reasons. It is shown as 20' wide, which means each property owner would get half. Mr. Campbell would get the entire portion because his property abuts the right-of-way on the north and the south.

Mr. Grundhoefer explained the Board needed a legal description to show how the neighbors' contingencies for access were met. Chairman Ritz pointed out those contingencies needed to be clearly resolved. Dax Campbell asked for clarification on what the Board required, and Chairman Ritz advised some kind of legal description/survey from a licensed firm was needed. Even if Mr. Bell and Mr. Broadley were not present and they signed the legal description/survey, with the fence location indicated, the Board would have a much easier time accepting and approving the vacation. Ms. Deese explained the Board could table the item but she would recommend the Board specify the length of time instead of being bound to the 45-day requirement. **Mr. Grundhoefer made a motion to deny as presented without prejudice, seconded by Ms. Campbell, and it carried unanimously.**

#### **Request for ROW Vacation of the 700 Block Commendancia Street – Ferry Landing Project**

Chairman Ritz advised since his business was involved with this project, he recused himself from the discussion and voting on the item.

The Port of Pensacola is requesting to vacate the portion of the right-of-way of Commendancia Street directly adjacent to properties owned by the City of Pensacola, including the Port of Pensacola. Although the application indicates this is a request to vacate Pine Street, the proposed area has been identified as the 700 Block of Commendancia Street by the appropriate City departments. The applicant indicates the reason for the request is to enable this portion of the existing right-of-way to function more as a driveway between the proposed Ferry Landing ticket concession building and the parking area accommodating the passengers. As such, it provides more direct access to the users. The City of Pensacola is the sole adjacent property owner to this section of Commendancia Street.

Steve Popal of Atkins Engineering addressed the Board along with Robert Rice of Bullock Tice Associates. Though the ferry landing itself is confined to the rectangular block to the south of the proposed vacation area, it is supported by the existing large parking lot to the north, and approximately 100 parking spaces would be allocated to the ferry passengers coming to and from the ferry facilities. The right-of-way area would become a pedestrian area and a vehicular drop off for passengers. The building has been located closer to the right-of-way to have more queuing and storage space for passengers on the water side. In the long term, there is potential for an additional building to the east.

Mr. Grundhoefer asked if Pine Street would be changed, and Mr. Popal advised it would remain as is, but the building itself would fall within the 60' street right-of-way. Mr. Grundhoefer confirmed the building did not meet City codes because it was in the right-of-way. He asked if the City had ever reduced the right-of-way width, and Ms. Deese stated the City typically does not favor vacating portions of the right-of-way especially in this situation, and that was not the request routed through the utility providers and appropriate departments. Mr. Grundhoefer stated his concern was that it could turn into most anything, but it was City property. Chairman Ritz offered that the portion to the south (the building) was owned fee-simple by the City, and the right-of-way was owned by the citizens. Mr. Popal stated the fee-simple parcel was the same parcel as the northern parking lot – not subdivided. **Mr. Larson made a motion to approve, seconded by Mr. Moore, and it carried unanimously with Chairman Ritz abstaining.**

#### **Request Variance Approval for the 700 Block Commendencia Street – Ferry Landing Project**

The Port of Pensacola is requesting a Variance of 33.0 feet to reduce the required minimum building setback for structures adjacent to a bulkhead from 30 feet landward of the bulkhead line to 3.0 feet waterward of the bulkhead to accommodate an open-air shelter for ferry passengers. The ferries will be loading passengers at the terminal end of the Commendencia slip adjacent to the proposed sun/weather shelter. The design professionals have maintained a concise footprint while planning for future growth and expansion. However, given the limited space for the development adjacent to the boarding area and the nature of the intended use, the open-air shelters are proposed to be closer than the minimum setback allowed within the district. It should be noted the structural members of the shelters do not extend waterward of the bulkhead line; the roof extends beyond this vertical plane. Mr. Popal stated the reason for the variance was to provide shelter for queuing approximately 300 passengers waiting for the ferry boats. The space between the shelter and building is a general gathering area, open structure, and allows for a promenade along the water. Mr. Grundhoefer stated the Board had already approved the location, the look, and architectural character. **Mr. Moore made a motion to approve, seconded by Mr. Larson, and it carried unanimously with Chairman Ritz abstaining.**

#### **Request Aesthetic Approval of 700 Block of Commendencia Street – Ferry Landing Project**

The Port of Pensacola, is requesting aesthetic approval for the Ferry Landing Project. This project was considered by the Planning Board for preliminary approval at the May 9, 2017 meeting and approved with consideration being made for more permanent materials that would have lower maintenance. Mr. Moore wanted to review the suggested changes. Mr. Rice explained they had designed the building with wood veneer cladding and an EFIS cladding, so the white depicted on the drawings was an EFIS system, basically a clad foam system, with natural wood paneling. The Board felt these materials were not as durable, so in keeping with the design, they modified the EFIS to an insulated metal panel. The wood veneer is a cementitious fiber panel board rather than natural wood. The screen walls on the roof and below the finished floor, and the screen wall around the mechanical yard will also be cementitious hardi board panel.

Ms. Deese clarified the applicant was seeking final approval for the building and the open-air shelters which would move forward to City Council.

Mr. Popal indicated the sunshades for the high roof are a first bid option, and the second bid option is the canopy at the water's edge. The sunshade aluminum louver system is built in the high roof, and if they were removed, the opaque roof would remain. **Mr. Moore made a motion to approve as presented, seconded by Mr. Larson. Ms. Campbell noted the item was amended to include the main building. The motion then carried unanimously with Chairman Ritz abstaining.**

#### **Request for Preliminary Plat Approval for River Birch Subdivision**

John and Connie Bowman, Our Family Property LLC, have submitted a request for Preliminary Plat approval for "River Birch" subdivision. The proposed development, identified as the 7100 blk of Spanish Trail, is a 3.93-acre parcel located on the east side of Spanish Trail, north of Creighton Road and immediately adjacent to the north of Gull Point Community Center. The site is currently vacant. The proposed subdivision is located within the R-1AA zoning district and has a FLUM designation of MDR, Medium Density Residential. The density allowed within the zoning district is 8.7 units per acre with the lots adhering to the regulations within Table 12-2.2. Per the application, the proposed subdivision consists of 6 lots. However, the actual plat indicates 4 lots are being created and depicts 3 new lots, measuring at least 40 feet in width, and 2 drainage easements contained within the remainder of the parent parcel. Additionally, the developer has requested Administrative Variances to reduce the rear building setback from 30 feet to 28 feet. The developer has opted to pay into the park escrow in lieu of dedicating a park.

Chairman Ritz noted that the fire hydrant had been addressed.

Jason Rebold addressed the Board and stated the plan was to subdivide, and the large parcel would be Phase II, and they were not sure what they were going to do with it. Chairman Ritz addressed the rear setback from 30' to 28' and was concerned if neighbors nearby have that same requirement for them, here the large parcel is being subdivided with a request for the rear setback to be reduced by 2' which others in the neighborhood might not have as their benefit but was requested in this item. Ms. Deese explained it was for transparency and was actually permitted by the LDC, so not a variance to the actual property which would go to the Board; it would be administratively handled. She advised the LDC permits staff to grant administrative variances of 10 percent up to 2', whichever is less. Chairman Ritz explained the Board was reviewing the preliminary plat and would see the final. Ms. Campbell stated given the comments from the City, all the requirements had been met. Mr. Grundhoefer asked if R-1AA had a 50' minimum requirement on the street, and this was a variance to that. Ms. Deese clarified the lot width requirement was 40' and the comments he referred to were based on engineering which is a different regulation because of the corner parcel. Mr. Rebold stated because there were over 4 lots, Engineering required retention, so the drainage easements would be ponds for the three lots. As Lot 4 was developed, the ponds would be relocated to the downstream side. **Ms. Campbell made a motion to approve the preliminary plat, seconded by Mr. Grundhoefer, and the motion carried unanimously.**

#### **Request for Preliminary Plat Approval for Girard Place Phase I Subdivision**

Rebol-Battle & Associates has submitted a request for Preliminary Plat approval for "Girard Place" subdivision, a townhouse subdivision. The proposed development, formerly identified as 302 W. Romana St, is a total of 1.62 acres located on the eastern portion of the City block bounded by S. Reus Street (east), W. Romana Street (south), S. DeVilliers (west), and Hilary Street (north). The initial phase under consideration with this application is .92-acres in size. The site is currently vacant. The proposed subdivision is located within the C-2 zoning district, the Governmental Center District (GCD) overlay district, and has a FLUM designation of B, Business. It is also located within the Dense Business District. The density allowed within the zoning district is 135 units per acre with the lots adhering to the regulations within Table 12-2.7.

The application under review contains 11 lots in addition to the remainder of the parent parcel. Although the project will contain open space, the developer has opted to pay into the park escrow in lieu of dedicating a park to the City.

Chairman Ritz indicated Rebol Battle had provided the Board with revised materials.

Jason Rebol presented to the Board and explained this was the first phase of a townhome project as a subdivision which allows a fee-simple mortgage, with 11 lots being the first phases of the project. The second phase would be plotted on the north side of the property on the Hilary Street right-of-way.

Chairman Ritz noted the private drainage easement along Romana Street. Mr. Rebol stated because the lots are fronting an existing city street right-of-way, they were required to address the stormwater on this property, providing drainage at the foot of the driveways in order to route it to retention ponds.

Mr. Rebol clarified that the first phase had been presold, and rest of the parcel would be the second phase.

Ms. Campbell explained that the ARB voted 4 to 1 to approve with comments, and the project went before the Council. Ms. Deese stated the applicant then appealed the decision, and Council voted to overturn the ARB decision. Even though the applicant received approval from the ARB, they received approval with comments which were substantial enough in the developer's mind that the project could not go forward. He filed an appeal which is allowed by the LDC. Most of the discussion was centered around the comments that the building move forward toward the property lines so that a car could not be parked within that area, which eliminated the guest parking, and the developer said this made the project not feasible. She indicated she had not seen any renderings coming through ARB nor through Mr. Rebol's office that displayed any parking in the rear. She stated if the plat meets technical standards, the Board is obligated to approve. The aesthetic review process had been completed through the ARB. Mr. Rebol advised the applicant wanted to go through ARB first before the platting began.

**Mr. Moore made a motion to approve the preliminary plat as submitted with the revised version, seconded by Ms. Campbell. The motion carried 3 to 2 with Mr. Larson and Mr. Grundhoefer dissenting.**

#### **Consider Amendment to LDC Section 12-2-6 Residential/Office Land Use District**

Mr. Mick Novota is requesting the Board consider amending the Land Development Code as it relates to the land uses allowed within the R-2 zoning district, specifically barber shops and hair salons. The Ordinance was modified in 2016 to allow these uses as permitted within the district subject to their location along a 4-lane roadway. The applicant is requesting the Board consider changing this language to identify the roadway classification rather than the physical characteristics of the roadway.

Chairman Ritz asked if the designation "major urbanized collector or larger roadway" was a State of Florida transportation document. Ms. Deese stated it would be up to the City's transportation engineer.

Mr. Mick Novota explained they bought the property on A Street and found out about the 4-lane language later. The property has an office building, a warehouse, and parking and has always been commercial. He had a request to place a high-end beauty salon in the corner building. He did confer with the city engineer to find out how to proceed without a commercial variance. Through his research, he found that people did not like beauty salons in their neighborhoods.

Chairman Ritz stated in considering Garden at A Street, this location would suffice for this type of occupancy. Also, if they changed the underlying language of the Code, there were other locations where this would take effect - the far reaching effect of this agenda item.

Mr. Grundhoefer asked for the commercial uses in R-2. Ms. Deese stated getting into the more commercial uses would include childcare facilities, private clubs and lodges, boarding and lodging houses, bed and breakfast, dormitories, office buildings, hospitals, clinics, nursing homes, schools and educational institutions, libraries, community centers, social service homes or centers, banks and financial institutions, studios, and any accessory uses related to those above. Mr. Mick Novota advised the property was a dentist office at one time. Mr. Grundhoefer suggested barber shops and salons did not seem foreign to the other types of uses.

Ms. Deese stated the retail selling of products would fall under accessory, so it would have to maintain an accessory use and not consume the business (beauty supply house). She advised this is one of those uses that is often presumed to be allowed, but when you look at the Code, it is not permitted within the R-2 District. It was determined that "major urbanized collector or larger roadway" was based on traffic counts. Ms. Mack reminded the Board that one year ago she addressed the Board when Buddy Page pleaded for barber shops and beauty salons to be included in R-2 because a realtor selling the property at 9<sup>th</sup> and Cross did not perform the due diligence to read the LDC, noting the permitted uses before selling the property. This couple who bought the property put thousands of dollars in renovating it before realizing a beauty salon was not allowed. The request was denied initially by the Board but later approved by Planning Board and Council with the 4-lane roadway designation because of the hardship which was pleaded by the property owners. She explained if you were a real estate broker for 25 years, you should know to do the due diligence and read the LDC. She advised ordinances are laws, and we want laws to be clear and unambiguous. The ordinance was changed to allow barber shops and beauty salons in R-2 on 4-lane roadways. She emphasized that if you feel as a Board that we have reached the point that barber shops and beauty salons should be included in R-2, make it universal but not before you notify the affected people that you are looking at that change. The other alternative is that Mr. Novota does not need to have the Board change things citywide since he can ask for rezoning, and there is commercial zoning across the street.

Mr. Grundhoefer asked Ms. Mack to explain her opposition to the beauty salon versus other types of businesses. She stated it had nothing to do with services offered but the business operation parameters – operating within fixed hours. Beauty salons are not limited to 3 or 4 stations and have extended hours of operation.

Ryan Novota, Transportation Engineer, appeared before the Board and referred to the 2001 city document which defined an urban and minor and major urban collector for reference. He pointed out A Street had the volume for a 4-lane road. He stated personally, he wanted this amendment to happen, and professionally, he did not have an issue with it.

Ms. Campbell suggested this felt a little like a conflict of interest since Mr. Ryan Novota was speaking as the City Transportation Engineer. Given Ms. Mack's comments, she asked if Mr. Ryan Novota would consider requesting commercial zoning at this location. Mr. Ryan Novota stated it would be a cost to pursue that and a delay. When they received the latest proposal to install a salon, he did not know of the restrictions. Ms. Campbell stated one of the things she liked about an individual going through the process of rezoning, was the Board would not have to do what they were asking them to do for this item. Chairman Ritz stressed the request would have a citywide effect. He explained that we try to avoid language that requires research beyond the LDC, so if this 2001 document does exist, the citizen who brought it forth was the City Engineer who knows it exists. Mr. Ryan Novota explained that barber shops and hair salons were the only ones exempted from the R-2 which seemed wrong to him.

Ms. Mack stated it should be clear to the applicant that when this was changed to 4-lane roadway, R-2 did not allow barber shops or beauty salons, and this was in effect when Mr. Novota bought this property. If the City did a re-evaluation of the map in 2017, based on traffic volumes, might that not include more roadways? **Mr. Moore then made a motion to deny, seconded by Ms. Campbell. The motion carried 3 to 2 with Mr. Larson and Mr. Grundhoefer dissenting.**

#### **Consider Amendment to LDC Section 12-12-8 Regulation of Patron's Dogs at Permitted Food Service Establishments**

On May 11, 2017, City Council referred to this Board for recommendation a proposed ordinance amending Section 12-12-8 – Regulation of Patron's Dogs at Permitted Food Service Establishments. This amendment includes the removal of the requirements to have a physical barrier, removal of "patron" as one receiving a Notice to Appear or Civil Citation, and inclusion of the ability to allow enforcement via Chapter 13.



Chapter 13 includes Code Enforcement through a special magistrate as an option instead of all violations being routed through the court system.

Ms. Deese explained the amendment language was developed by Council staff. Chairman Ritz pointed out he encounters dogs on the sidewalks frequently and asked for a synopsis of the changes. Mr. Kraher, Council Executive, explained this requirement was on the business and not on the patron visiting the business. Council felt it should be the business that was held responsible for violations. The business has within their purview to say we don't have a permit yet, so you can't have your dog here. Chairman Ritz clarified that the business would then police their own customers. Mr. Kraher stated this would follow the state statute required by the Department of Health, and the restaurants have to meet those requirements. The inclusion of Code Enforcement would make it easier than sending through the court system. Ms. Campbell asked if a permit process was in place. Mr. Kraher advised there is a permit process in place which runs through the Planning Department and then proceeds to the City Council for approval. He stated currently there are four or five permits issued. Ms. Deese advised they were seeing more applications submitted recently to bring businesses into compliance with the Code. Mr. Grundhoefer asked about the barrier. Mr. Kraher pointed out the Code requires that some type of physical barrier be placed, but that requirement is not within the state statute. It was added at some point. Questions began to arise in defining a barrier, and Council wanted this removed since it was not required by the state.

Chairman Ritz stated as a person, he liked the idea of putting Code Enforcement in charge to go after the property owner to police their property. Ms. Campbell pointed out the \$25,000 liability insurance requirement. Chairman Ritz appreciated the fact that a permit process exists. Mr. Larson explained that if the businesses wanted more customers with dogs, they would have to follow the rules. Mr. Grundhoefer pointed out the Board was asked to approve the removal of the barrier language and to allow the magistrate to enforce it. Ms. Deese clarified that the State of Florida Statutes actually refer to this issue, and in order to even allow dogs to be at restaurants, the City has to adopt some form of code and requirements. So the fact that they are having to go through this permitting process is the only way that it is permitted by the State. The City is not imposing restrictions through this ordinance, but is actually being more lenient and allowing it to occur through this ordinance. She pointed out there were three amendments - the removal of the physical barrier, the removal of "patron" and the inclusion of Chapter 13. **Mr. Larson made the motion to approve the sample ordinance. It was seconded by Mr. Grundhoefer, and it carried unanimously.**

#### **Consider Amendment to Eastside Neighborhood Plan**

Staff has received a request from Mrs. Helen Gibson, CRA Administrator, for this Board to recommend to City Council the adoption of an amendment to the Eastside Neighborhood Plan Element of Urban Infill and Redevelopment Plan. This amendment establishes a time certain for a period of forty (40) years, beginning in 2005 and terminating in fiscal year 2045. Mrs. Gibson has asked that the Board find that the proposed Plan amendment conforms to the Comprehensive Plan for the City of Pensacola. She advised the CRA staff would like for Planning Board to recommend that City Council adopt an amendment to that Urban Infill Redevelopment Plan which provides that all community development activities financed by Tax Incremental Revenues (TIF) in the Urban Infill and Redevelopment area shall be completed by that 2045 year, and that it is in compliance with the Comprehensive Plan, so it expands from the initial request from just the Eastside Neighborhood to the Urban Infill and Redevelopment Plan.

Ms. Gibson advised that in 2000, the Planning Board recommended the approval by City Council of an amendment to the Future Land Use element of the Comprehensive Plan to approve the establishment of boundaries of the Urban Infill Redevelopment area. The purpose of that designation has to do with revitalization of blighted and high poverty areas of the city. At that time, the Planning Board also recommended that the Council also approve adoption of the Urban Infill and Redevelopment Plan. She explained the reason that they have asked that the recommendation be changed slightly was because the Eastside plan was subsequently added to the Urban Infill and Redevelopment Plan by City Council. So it is one component of the Urban Infill and Redevelopment Plan. The Planning Board recently found that this plan did conform to the City's Comprehensive Plan. At this point, the plan did not contain a time certain for completion of all revitalization activities within the district. It has been determined that per the statute, we are now required to have a time certain for completion of all activities. She advised Council is considering an ordinance adding that provision which will require that all activities be concluded within 40 years as allowed by the statute. She explained they were asking the Planning Board provide a recommendation to City Council that they approve this amendment to the plan adding that time certain and reconfirm the fact that this plan is in keeping with the City's Comprehensive Plan.

**Mr. Larson made a motion to approve, seconded by Ms. Campbell.** Mr. Grundhoefer asked if there were specific goals or just a time frame. Ms. Gibson stated there were specific projects identified within the plan, based on funding, to help the infill areas. She indicated grant funding was limited, and there was still work to be accomplished which will depend on resources available. **The motion then carried unanimously.**

**Open Forum** – Mr. Ryan Novota wanted to address the item concerning barber shops and beauty salons and wanted to bring a proposal to the Board to help clarify this issue. It was stated that it was a possibility that roads would have increased in volume and to change their designation. He wanted to know if the Board would consider proposing a list of roadways outside the 4-lane, to consider they are major roadways with high traffic volume which would solidify the locations that were affected. Chairman Ritz stated he would not be agreeable to that because as soon as you begin listing roadways based on road volume, if they change up or down, it represents a change which the Board could not keep track of. If traffic patterns change and A Street drops by 60%, that which we allowed then is no longer valid. He pointed out that Section W looked like an addition to the ordinance and not an existing edit. Ms. Deese stated it was an addition to the ordinance and highly opposed; the applicant at the last minute interjected the 4-lane language which enabled it to be approved by a 3-2 vote. Mr. Ryan Novota stated it implied the revision had catered to one event. Ms. Deese stated the barber and beauty shops were allowed in the RNC zone but not permitted in the R-2 zone. She advised the only way you can have a barber or beauty shop in a residential area is through a home occupation permit which limits it to one chair. Mr. Ryan Novota began questioning the Board about specific locations. The Chairman explained the Board was not here to answer those type of questions. Ms. Deese instructed Mr. Ryan Novota to send specific addresses to her and she would be glad to research it.

Ms. Mack advised in 2010, Council adopted an ordinance for doggie dining, but did not include a permit process. She explained this ordinance has not been enforced until this year because with Code Enforcement it is complaint driven. She admitted that she did complain as a matter of principal.

On another matter, Mr. Larson asked if the antenna on A Street at the church met the design standards put forth by the Board. Ms. Deese stated she would verify Council's approval did uphold the comments from the Board and would send an inspector to look at it.

**Adjournment** – With no further business, Chairman Ritz adjourned the meeting at 4:09 pm.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'BCD', with a long horizontal flourish extending to the right.

Brandi C. Deese  
Secretary to the Board

: CITY CLERK'S OFFICE  
CITY CLERK'S OFFICE/LEGAL ADS  
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CITY OF PENSACOLA  
PENSACOLA FL 32502

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

State of Florida  
County of Escambia:

Before the undersigned authority personally appeared **Brittni Pendington**, 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

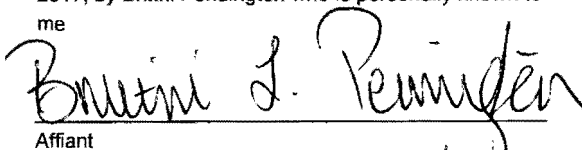
**NOTICE OF PROPOSED ORDINA**

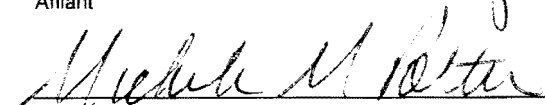
as published in said newspaper in the issue(s) of:

**07/31/17**

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 31th of August 2017, by Brittni Pendington who is personally known to me

  
Affiant

  
Michele M. Potter  
Notary Public for the State of Florida  
My Commission expires June 30, 2018

**NOTICE OF PROPOSED ORDINANCES**

Please be advised that Proposed Ordinance Nos. 29-17 and 31-17 were presented to the City Council of the City of Pensacola for first reading, on Thursday, July 13, 2017 and will be presented for final reading and adoption on Thursday, August 10, 2017 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. #29-17:  
**AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF THE COMMENDENCIA STREET TRIGHT OF WAY; IN PENSACOLA, ESCAMBIA COUNTY FLORIDA; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE. (Ferry Landing)**  
P.O. #31-17:  
**AN ORDINANCE AMENDING SECTION 12-12-8 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; REGULATION OF PATRONS' DOGS AT PERMITTED FOOD SERVICE ESTABLISHMENTS 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

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