



# City of Pensacola

## City Council

### Agenda - Final

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Thursday, April 28, 2022, 5:30 PM

Council Chambers, 1st Floor

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**Members of the public may attend the meeting in person. City Council encourages those not fully vaccinated to wear face coverings that cover their nose and mouth.**

The meeting can be watched via live stream at [cityofpensacola.com/video](http://cityofpensacola.com/video). Citizens may submit an online form at <https://www.cityofpensacola.com/ccinput> BEGINNING AT 3:00 P.M.

#### ROLL CALL

#### INVOCATION

#### PLEDGE OF ALLEGIANCE

Council Member Casey Jones

#### FIRST LEROY BOYD FORUM

#### AWARDS

#### APPROVAL OF MINUTES

1. [22-00422](#) APPROVAL OF MINUTES: REGULAR MEETING DATED APRIL 14, 2022

*Attachments:* [Draft: Regular Meeting Dated 4/14/22](#)

#### APPROVAL OF AGENDA

#### CONSENT AGENDA

**2. [22-00351](#) APPOINTMENTS - EASTSIDE REDEVELOPMENT BOARD****Recommendation:**

That City Council appoint Georgia Blackmon and reappoint Zachary Lane, both are homeowners and appoint Tommy White, a business owner within the Eastside Redevelopment Neighborhood TIF District area to Eastside Redevelopment Board for a term of three (3) years, expiring April 30, 2025.

**Sponsors:** Ann Hill**Attachments:** [Member List](#)  
[Nomination Form - Georgia Blackmon](#)  
[Application of Interest - Georgia Blackmon](#)  
[Application of Interest - Zachary Lane](#)  
[Application of Interest - Tommy White](#)  
[Nomination Form - Tommy White](#)  
[Bio - Tommy White](#)  
[Ballots](#)**3. [22-00357](#) LEASE - MARTIN MARIETTA MATERIALS, INC FOR THE PORT OF PENSACOLA****Recommendation:** That City Council approve a lease with Martin Marietta Materials, Inc. for the Port of Pensacola. Further, that City Council authorize the Mayor to take all actions necessary to execute the lease.**Sponsors:** Grover C. Robinson, IV**Attachments:** [Martin Marietta Materials Inc. Lease Agreement - Draft](#)  
[Deal Terms Summary Martin Marietta](#)**REGULAR AGENDA**

4. [22-00389](#) PUBLIC HEARING: FUTURE LAND USE MAP AND ZONING MAP AMENDMENT - RECENTLY ANNEXED PROPERTY - BAPTIST HOSPITAL

**Recommendation:** That City Council conduct a Public Hearing on April 28, 2022, to amend the City's Future Land Use Map and Zoning Map for the Baptist Hospital-owned parcels, located on Amber Street, near Sycamore Drive, which were recently annexed into the city.

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

**Attachments:** [Proposed Ordinance No. 19-22](#)  
[Exhibit A - Maps of Annexation Area](#)  
[Proposed Ordinance No. 20-22](#)  
[Exhibit A - Maps of Annexation Area](#)  
[Planning Board Minutes April 12 2022 - DRAFT](#)

5. [19-22](#) PROPOSED ORDINANCE NO. 19-22 - FUTURE LAND USE MAP AMENDMENT - RECENTLY ANNEXED PROPERTIES - BAPTIST HOSPITAL.

**Recommendation:** That City Council approve Proposed Ordinance No. 19-22 on first reading.

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

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

**Attachments:** [Proposed Ordinance No. 19-22](#)  
[Exhibit A - Maps of Annexation Area](#)  
[Planning Board Minutes April 12 2022](#)

6. [20-22](#) PROPOSED ORDINANCE NO. 20-22 - ZONING MAP AMENDMENT - RECENTLY ANNEXED PROPERTIES - BAPTIST HOSPITAL.
- Recommendation:** That City Council approve Proposed Ordinance No. 20-22 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, FLORIDA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Proposed Ordinance No. 20-22](#)  
[Exhibit A - Maps of Annexation Area](#)  
[Planning Board Minutes April 12 2022](#)
7. [22-00392](#) PUBLIC HEARING: FUTURE LAND USE MAP AND ZONING MAP AMENDMENT - RECENTLY ANNEXED PROPERTY - 315 EAST SELINA STREET AND 4908 CHANEY STREET
- Recommendation:** That City Council conduct a Public Hearing on April 28, 2022, to amend the City's Future Land Use Map and Zoning Map for the properties located at 315 Selina Street and 4908 Chaney Steet, which were recently annexed into the City.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Proposed Ordinance No. 21-22](#)  
[Exhibit A - Maps of Annexation Area](#)  
[Proposed Ordinance No. 22-22](#)  
[Exhibit A - Maps of Annexation Area](#)  
[Planning Board Minutes April 12 2022](#)

8. [21-22](#) PROPOSED ORDINANCE NO. 21-22 - FUTURE LAND USE MAP AMENDMENT - RECENTLY ANNEXED PROPERTIES - 315 EAST SELINA STREET AND 4908 CHANEY STREET

**Recommendation:** That City Council approve Proposed Ordinance No. 21-22 on first reading.

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

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

**Attachments:** [Proposed Ordinance No. 21-22](#)  
[Exhibit A - Maps of Annexation Area](#)  
[Planning Board Minutes April 12 2022](#)

9. [22-22](#) PROPOSED ORDINANCE NO. 22-22 - ZONING MAP AMENDMENT - RECENTLY ANNEXED PROPERTIES - 315 EAST SELINA STREET AND 4908 CHANEY STREET

**Recommendation:** That City Council approve Proposed Ordinance No. 22-22 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, FLORIDA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

**Attachments:** [Proposed Ordinance No. 22-22](#)  
[Exhibit A - Maps of Annexation Area](#)  
[Planning Board Minutes April 12 2022](#)

10. [22-00394](#) PUBLIC HEARING: FUTURE LAND USE MAP AND ZONING MAP AMENDMENT - RECENTLY ANNEXED PROPERTY - RICHARDS MEMORIAL UNITED METHODIST CHURCH

**Recommendation:** That City Council conduct a Public Hearing on April 28, 2022, to amend the City's Future Land Use Map and Zoning Map for the property owned by Richards Memorial United Methodist Church which was recently annexed into the City.

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

**Attachments:** [Proposed Ordinance No. 23-22](#)  
[Exhibit A - Maps of Annexation Area](#)  
[Proposed Ordinance No. 24-22](#)  
[Exhibit A - Maps of Annexation Area](#)  
[Planning Board Minutes April 12 2022](#)

11. [23-22](#) PROPOSED ORDINANCE NO. 23-22 - FUTURE LAND USE MAP AMENDMENT - RECENTLY ANNEXED PROPERTY - RICHARDS MEMORIAL UNITED METHODIST CHURCH

**Recommendation:** That City Council approve Proposed Ordinance No. 23-22 on first reading.

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

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

**Attachments:** [Proposed Ordinance No. 23-22](#)  
[Exhibit A - Maps of Annexation Area](#)  
[Planning Board Minutes April 12 2022](#)

12. [24-22](#) PROPOSED ORDINANCE NO. 24-22 - ZONING MAP AMENDMENT - RECENTLY ANNEXED PROPERTY - RICHARD MEMORIAL UNITED METHODIST CHURCH

**Recommendation:** That City Council approve Proposed Ordinance No. 24-22 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, FLORIDA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

**Attachments:** [Proposed Ordinance No. 24-22](#)  
[Exhibit A - Maps of Annexation Area](#)  
[Planning Board Minutes April 12 2022](#)

13. [2022-042](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-042 - LAW ENFORCEMENT TRUST FUND (LETF) PURCHASES FOR THE PENSACOLA POLICE DEPARTMENT

**Recommendation:** That the City Council adopt Supplemental Budget Resolution No. 2022-042.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.

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

**Attachments:** [Supplemental Budget Resolution No. 2022-042](#)  
[Supplemental Budget Explanation No. 2022-042](#)  
[Letter of Certification No. 2022-042](#)

14. [18-22](#) PROPOSED ORDINANCE 18-22 AMENDING SECTION 7-7-134 OF THE CODE OF THE CITY OF PENSACOLA; INCREASING TAXICAB MILEAGE RATES; INCREASING WAITING TIME RATE

*Recommendation:* **RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 18-22 on first reading:

AN ORDINANCE AMENDING SECTION 7-7-134 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; INCREASING TAXICAB MILEAGE RATES; INCREASING WAITING TIME RATE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

*Sponsors:* Grover C. Robinson, IV

*Attachments:* [Proposed Ordinance No. 18-22](#)  
[Section 7-7-134. Rates - Generally - as currently codified](#)

**COUNCIL EXECUTIVE’S REPORT**

**MAYOR’S COMMUNICATION**

**COUNCIL COMMUNICATIONS**

**CIVIC ANNOUNCEMENTS**

**SECOND LEROY BOYD FORUM**

**ADJOURNMENT**



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

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

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00422

City Council

4/28/2022

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### **SUBJECT:**

APPROVAL OF MINUTES: REGULAR MEETING DATED APRIL 14, 2022



# City of Pensacola

## CITY COUNCIL

### Regular Meeting Minutes

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April 14, 2022

5:30 P.M.

Council Chambers

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

#### ROLL CALL

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

**Council Members Absent:** None

**Also Present:** Mayor Grover C. Robinson, IV (left 7:26)

Members of the public may attend the meeting in person. City Council encourages those not fully vaccinated to wear face coverings that cover their nose and mouth.

The meeting can also be watched live stream at: [cityofpensacola.com/428/Live-Meeting-Video](https://www.cityofpensacola.com/428/Live-Meeting-Video).

#### To provide input:

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

#### INVOCATION

Moment of Silence

## PLEDGE OF ALLEGIANCE

Council Member Teniade Broughton

## FIRST LEROY BOYD FORUM

**Jimmy Moorer:** Addressed Council indicating that (today) he was provided an opportunity to speak to Agriculture Commissioner Nikki Fried regarding Pensacola's affordable housing crisis. He expressed particular concern regarding the lack of affordable housing in the Tanyards area which is where he was raised. He also referenced increased costs of food and utilities. He urged that the City find housing solutions for those whose income is too high for funding assistance yet the market for decent and affordable housing is too high.

Some follow up discussion took place.

## AWARDS

Mayor Robinson presented proclamations to individuals competing in the 2022 Special Olympics USA Games in Orlando, Florida.

## APPROVAL OF MINUTES

1. [22-00386 APPROVAL OF MINUTES: REGULAR MEETING DATED MARCH 24, 2022](#)

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

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

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

## APPROVAL OF AGENDA

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

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

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

**CONSENT AGENDA**

2. [22-00255](#) ESCAMBIA/PENSACOLA FY 2022-2024 STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM INTERLOCAL AGREEMENT WITH ESCAMBIA COUNTY

**Recommendation:** That City Council approve the State Housing Initiatives Partnership (SHIP) program interlocal agreement with Escambia County providing for the joint implementation and administration of the Escambia/Pensacola SHIP program. Further, that City Council authorize the Mayor to take all actions necessary to execute all documents relating to the program's administration.

3. [22-00264](#) AWARD OF BID # 22-026 NORTH "P" & "S" STREETS RECONSTRUCTION PROJECT

**Recommendation:** That City Council award to BID # 22-0026 North "P" & "S" Streets Reconstruction Project to C.W. Roberts Contracting, Inc. of Pensacola, Florida, the lowest and most responsible bidder with a base bid of \$489,511.60 plus additive alternate #1, in the amount of \$42,634.00, plus a 10% contingency in the amount of \$53,214.56 for a total amount of \$585,360.16. Further, that City Council authorize the Mayor to execute the contract and take all action necessary to complete the project.

4. [22-00268](#) AIRPORT - EASEMENT AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY FOR SERVICE TO AIRPORT ECONOMY LOT 3

**Recommendation:** That City Council approve the easement agreement for underground electric service installed by Florida Power & Light Company for service to Airport Economy Lot 3. Further, that City Council authorize the Mayor to take all actions necessary to execute the easement agreement.

5. [22-00314](#) AIRPORT - APPROVAL OF AMENDMENT NO. 3 - GROUND LEASE AND AGREEMENT WITH AERO PENSACOLA, LLC

**Recommendation:** That City Council authorize the Mayor to execute Amendment No. 3 to the Ground Lease and Agreement with Aero Pensacola, LLC. Further, that City Council authorize the Mayor to take all actions necessary to execute Amendment No. 3.

**A motion to approve consent agenda items 2, 3, 4, and 5 was made by Council Member Brahier and seconded by Council Member Wiggins.**

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

**The motion (to approve consent agenda items 2, 3, 4, and 5) carried by the following vote:**

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

**REGULAR AGENDA**

6. [22-00297 QUASI-JUDICIAL HEARING - REQUEST FOR A CONDITIONAL USE PERMIT - MT. LILY BAPTIST CHURCH - 209 NORTH A STREET](#)

**Recommendation:** That City Council conduct a Quasi-Judicial Hearing on April 14, 2022 to consider the request for a Conditional Use Permit to convert the existing structure at 209 North A Street into six (6) dwelling units of affordable renting housing.

Council President Hill read into the record a description of the requirements for conducting a quasi-judicial hearing. She indicated that **this issue is contested (petition provided with agenda materials)**. As required, she asked Council Members to disclose any ex parte communication, which **Council Member Broughton indicated that she has had ex parte communications** by way of conversations with the applicant, John Ellis, regarding the historical background of the property and building, has followed the discussions on FaceBook, and is aware of the petitioners concerns and communications with Mr. Ellis related to the intended conversion and reuse of the building. City Attorney Pepler has advised that Council Member Broughton does not have a conflict of interest (as defined by Section 112.3143, Florida Statutes), therefore, she would not be required to abstain from participating in the deliberation and voting on this issue.

Moving forward with the hearing process, Council President Hill called on City staff to present the necessary evidence for the record.

Assistant Planning & Zoning Manager Cannon presented evidence into the record on behalf of the City describing the issue as referenced in the background materials as provided in the agenda package dated 4/14/22 (on file). She also provided overhead slides of the subject property, building, and surrounding area (on file). Further, she referred to City Code Section 12-3-107 Conditional Use Permit which is the applicable regulations and standards for consideration of this request (copies at Council's places and on file). She indicated the Planning Board recommends approval of the requested Conditional Use Permit as proposed by the applicant (Planning Board Meeting Minutes dated 3/8/22 on file).

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

City Attorney Pepler directed all individuals intending to provide testimony or evidence (related to Item 6, 22-00297 Quasi-Judicial Hearing) to please stand and he administered the swearing-in.

Mr. John Ellis, applicant and investment partner/developer for the proposed project addressed Council describing the intended reuse of the property and building in accordance with City Code Section 12-3-107 as provided for in the application and discussed at the Planning Board meeting. He also addressed expressed concerns of the neighborhood regarding sidewalks, walkways, parking, and trash receptacles. He responded accordingly to questions from Council Members. Jordan Yee, architect and investment partner/developer for the proposed project also responded to questions.

The following individuals addressed Council in opposition to the proposed project:

Robert Nay (provided a handout – on file)

Crystal Nay (provided a handout – on file)

Betty Bishop (via phone held up to a mic - - City Attorney Pepler administered swearing-in)

The following individual addressed Council providing general comments related to the proposed project:

Mark Gottschalk

Deliberation took place among Council Members with Deputy City Administrator Forte, Assistant Planning & Zoning Manager Cannon, Mr. Ellis responding accordingly to comments and questions. Alistair McKenzie, investment partner/developer for the proposed project also addressed Council.

An additional individual addressed Council in opposition to the proposed project:

Andre Tucker

Deliberation continued among Council Members with Deputy City Administrator Forte and Assistant Planning & Zoning Manager Cannon, Mr. Ellis responding accordingly to comments and questions. Mayor Robinson also provided input.

Public input was heard from Tommy White. Mr. Ellis was provided an opportunity to respond to Mr. White's questions with follow-up remarks from Mayor Robinson and some Council Members regarding affordable housing.

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

**A motion to approve (Item 6, 22-00297) request for a Conditional Use Permit to convert the existing structure at 209 North A Street into six (6) dwelling units of affordable renting housing was made by Council Member Jones and seconded by Council Member Moore.**

There being no further deliberation, the vote was called.

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

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

7. [22-00341](#) **APPOINTMENT - OPIOID ABATEMENT FUNDING ADVISORY BOARD**

**Recommendation:** That City Council appoint one individual to the Opioid Abatement Funding Advisory Board for a term of two (2) years expiring May 1, 2024.

**Council Member Brahier indicated that she would need to abstain from discussion and voting on this item due to a conflict of interest (as defined by Section 112.3143, Florida Statutes) with her niece being one of the nominees.**

Allyson Wade, nominee, was in attendance and addressed Council

Council Member Jones indicated that his nominee, **Jarah Jacquay has withdrawn in support of Ms. Wade.**

Council Member Wiggins made comments on behalf of (his) nominee Tommy White.

Tommy White, nominee, was in attendance and addressed Council.

**Mayor Robinson advised he has appointed former chief of police John Mathis as his representative.**

Council President Hill called for a ballot vote.

*Balloting and tallying take place.*

**Council President Hill announced City Council (with Council Member Brahier abstaining from voting) appointed Tommy White to the Opioid Abatement Funding Advisory Board for a term of two (2) years expiring May 1, 2024.**



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

8. [22-00296](#) REQUEST FOR LICENSE TO USE RIGHT OF WAY - 178 NORTH PALAFOX STREET

**Recommendation:** That City Council approve the request for a License to Use Right of Way for improvements at 178 North Palafox Street.

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

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

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

9. [22-00360](#) VETERANS MEMORIAL PARK FOUNDATION REQUEST FOR EXTENSION OF THE TEMPORARY RESTROOMS LOCATED AT ADMIRAL MASON PARK

**Recommendation:** That City Council approve an extension permitting the temporary restrooms at Admiral Mason Park to remain for a period not to exceed one (1) year. Further, that the restrooms be open to the public.

Council Member Brahier inquired of ongoing litigation related to this issue. City Attorney Peppler advised that it would be best to discuss this issue with Council in a private attorney client session (shade meeting). Council Member Broughton asked for clarification with Council Member Brahier responding.

**A substitute motion was made by Council Member Myers and seconded by Council Member Brahier that this item be pulled from consideration due to ongoing litigation; and that a shade meeting be scheduled to update Council on the litigation.**

Council President Hill (sponsor) inquired as the upcoming expiration date of the agreement. Mayor Robinson suggested Council could consider an extension following the shade meeting. Council Members Broughton and Hill made follow-up remarks.

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

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

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

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

10. [22-00365](#) HIRING OF YVETTE MCLELLAN AS COUNCIL STAFF WITH THE TITLE OF SPECIAL ASSISTANT TO THE COUNCIL EXECUTIVE

**Recommendation:** That City Council approve the hiring of Yvette McLellan as Council Staff with the title of Special Assistant to the Council Executive.

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

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

Yes: 7            Ann Hill, Delarian Wiggins, Jennifer Brahier, Teniade Broughton,  
Casey Jones, Jared Moore, Sherri Myers

No: 0            None

11. [22-00366](#) APPROPRIATION OF TREE MITIGATION FEES FOR CALIBER CARWASH DEVELOPMENT (2660 CREIGHTON ROAD) TO THE MARKET PLACE GREENWAY PROJECT

**Recommendation:** That City Council appropriate the \$10,000 within the Tree Planting Trust Fund from Caliber Carwash (2660 Creighton Road) development to the Market Place Greenway project. Further that City Council adopt a supplemental budget resolution appropriating these funds.

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

Council Member Myers (sponsor) explained the intent of this appropriation. Discussion ensued among Council with Council Member Myers fielding comments and questions. Deputy City Administrator Forte, Public Works & Facilities Director Tootle, and City Administrator Fiddler also responded to questions.

**Based on discussion, Council Member Myers withdrew the item from consideration and indicated that she will bring back another appropriation item for consideration of planting of trees elsewhere in District 2.**

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

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

12. *2022-044 SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-044 - APPROPRIATION OF TREE MITIGATION FEES FOR CALIBER CARWASH DEVELOPMENT (2660 CREIGHTON ROAD) TO THE MARKET PLACE GREENWAY PROJECT*

*Recommendation: That City Council adopt Supplemental Budget Resolution No. 2022-044:*

*A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE*

**Withdrawn.**

13. 22-00367 SCHOOL SAFETY IMPROVEMENTS ON COLLEGE PARKWAY

**Recommendation:** That City Council allocate up to \$150,000 for school safety improvements on College Parkway. Further, that City Council approve a supplemental budget resolution regarding this allocation.

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

Council Member Myers (sponsor) explained the intent of this allocation. Discussion ensued among Council with Council Member Myers fielding comments and questions. Deputy City Administrator Forte, Public Works & Facilities Director Tootle, and Finance Director Lovoy also responded to questions.

**Based on discussion, Council Member Myers withdrew the item from consideration, but based on Finance Director Lovoy's suggestion, will ask Council to consider the following item for adoption of a supplemental budget resolution (for funding of future school safety improvements on College Parkway).**

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

14. [2022-045 SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-045 - SCHOOL SAFETY IMPROVEMENTS ON COLLEGE PARKWAY](#)

**Recommendation:** That City Council adopt Supplemental Budget Resolution No. 2022-45:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.

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

Discussion took place among Council with reference to discussion on the previous item (22-00367 which was withdrawn). Council Member Myers (sponsor) and Finance Director Lovoy responded to questions.

Upon conclusion of discussion, the vote was called.

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

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

15. [22-00205 PORT OF PENSACOLA - FLORIDA SEAPORT GRANT PROGRAM AND SEAPORT INVESTMENT PROGRAM NO. 445548-1-94-04 - RAILROAD MODERNIZATION INITIATIVE](#)

**Recommendation:** That City Council authorize the mayor to execute Florida Seaport Grant and Seaport Investment Program, Grant No. 445548-1-94-04, for railroad modernization initiative in the amount of \$850,353. Further, that City Council authorize the Mayor to take all actions necessary to accept, execute and administer the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

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

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

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

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

16. [2022-030](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-030 - FLORIDA SEAPORT GRANT PROGRAM AND SEAPORT INVESTMENT PROGRAM GRANT NO. 445548-1-94-04 - RAILROAD MODERNIZATION INITIATIVE

**Recommendation:** That City Council adopt Supplemental Budget Resolution No. 2022-030:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

17. [2022-032](#) RESOLUTION NO. 2022-032 - APPROVING THE ESCAMBIA/PENSACOLA 2022-2024 STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM LOCAL HOUSING ASSISTANCE PLAN

**Recommendation:** That City Council adopt Resolution No. 2022-032.

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

18. [22-00304](#) PENSACOLA ENERGY - AWARD OF CONTRACT FOR ITB #22-025 PALAFOX STREET CNG FUELING STATION EXPANSION

**Recommendation:** That City Council award a contract for ITB #22-025 Palafox Street CNG Fueling Station Expansion to Zeit Energy, LLC of Irving, TX, the lowest and most responsible bidder, with a base bid of \$472,777 plus a 10% contingency of \$47,278 for a total of \$520,055. Further, that City Council authorize the Mayor to take all actions necessary to execute the contract and complete the project.

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

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

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

19. [2022-039](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-039 - PENSACOLA ENERGY - FUNDING FOR CONSTRUCTION OF PALAFOX CNG FUELING STATION EXPANSION ASSOCIATED WITH AWARD OF BID #22-025

**Recommendation:** That City Council adopt Supplemental Budget Resolution No. 2022-039.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

20. [2022-040](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-040 - PENSACOLA ENERGY - ACQUISITION OF NATURAL GAS UTILITY METERS AND REMOTE TRANSMITTERS

**Recommendation:** That City Council adopt Supplemental Budget Resolution No. 2022-040.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

21. [2022-041](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-041 - PENSACOLA ENERGY - ADDITIONAL FUNDING FOR BUDGETED NATURAL GAS COST

**Recommendation:** That City Council adopt Supplemental Budget Resolution No. 2022-041.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

**REGULAR AGENDA (CONT'D.)****22. [16-22 PROPOSED ORDINANCE NO. 16-22 - CREATING CHAPTER 7-12 OF THE CITY CODE - REQUIREMENTS FOR BOOTING A VEHICLE](#)**

**Recommendation:** That City Council adopt Revised Proposed Ordinance No. 16-22 on second reading:

AN ORDINANCE CREATING CHAPTER 7-12 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING DEFINITIONS; REQUIRING OCCUPATIONAL BUSINESS LICENSE; PROVIDING REQUIREMENTS FOR BOOTING; PROVIDING SIGN NOTICE REQUIREMENTS; ESTABLISHING BOOTING RATES; ENFORCEMENT AND PENALTIES OF BOOTING; PROVIDING A PROCESS FOR CITIZEN COMPLAINTS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE. **(Ordinance No. 06-22)**

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

Council Member Moore addressed Council proposing revised language for Section(s) 7-12-3 (b) and (i). Discussion took place among Council with Council Member Jones (sponsor) and City Attorney Pepler fielding comments and questions.

Public input was heard from Philip Olivier.

Based on discussion, **friendly amendments were offered by Council Member Myers with the concurrence of Council Member Jones (sponsor) and accepted by Council as follows: 1) Section 7-12-3 (b) adding language: The vehicle is not occupied by a person or animal; or if so occupied by a person or animal, only after Law Enforcement is notified; and 2) Section 7-12-3 (i) striking and replacing: A booted vehicle shall not remain immobilized on private property for more than ~~twenty-four (24)~~ seventy-two (72) hours. After such period of time has expired, the vehicle shall be released from the boot and may be towed or removed pursuant to this article, and no fee shall be assessed for release of the booting device.**

Upon conclusion of discussion, the vote was called.

**The motion (with friendly amendments) carried by the following vote:**

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



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

23. [13-22 PROPOSED ORDINANCE NO. 13-22 - AMENDMENT TO SECTION 12-11-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, APPEALS, MODIFICATIONS, AND VARIANCES; CREATING SECTION 12-11-2 \(f\), MODIFICATIONS OF THE COMMUNITY REDEVELOPMENT AREA URBAN DESIGN OVERLAY STANDARDS](#)

**Recommendation:** That City Council adopt Proposed Ordinance No. 13-22 on second reading:

AN ORDINANCE AMENDING SECTION 12-11-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, APPEALS, MODIFICATIONS, AND VARIANCES; CREATING SECTION 12-11-2 (f), MODIFICATIONS, OF THE COMMUNITY REDEVELOPMENT AREA URBAN DESIGN OVERLAY STANDARDS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE. ([Ordinance No. 07-22](#))

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

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

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

24. [09-22 PROPOSED ORDINANCE NO. 09-22 - AMENDMENT TO THE LAND DEVELOPMENT CODE - SECTION 12-6-6 PROTECTED TREES](#)

**Recommendation:** That City Council adopt Proposed Ordinance No. 09-22 on second reading.

AN ORDINANCE AMENDING SECTION 12-6-6 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, PROTECTED TREES, PROVIDING FOR SETBACK DEVIATION PROCESS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE. ([Ordinance No. 08-22](#))

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

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

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

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

25. [10-22 PROPOSED ORDINANCE NO. 10-22 - REQUEST FOR VOLUNTARY ANNEXATION - BAPTIST HOSPITAL OWNED PROPERTIES](#)

**Recommendation:** That City Council adopt Proposed Ordinance No.10-22 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. 09-22](#))

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

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

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

26. [11-22 PROPOSED ORDINANCE NO. 11-22 - REQUEST FOR VOLUNTARY ANNEXATION - 315 EAST SELINA STREET AND 4908 CHANEY STREET.](#)

**Recommendation:** That City Council adopt Proposed Ordinance No. 11-22 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. 10-22](#))

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

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

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

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

27. [12-22 PROPOSED ORDINANCE NO. 12-22 - REQUEST FOR VOLUNTARY ANNEXATION - RICHARDS MEMORIAL UNITED METHODIST CHURCH PROPERTY](#)

**Recommendation:** That City Council adopt Proposed Ordinance No. 12-22 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. 11-22](#))

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

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

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

**COUNCIL EXECUTIVE'S REPORT**

None

**MAYOR'S COMMUNICATION**

Deputy City Administrator Miller addressed Council to correct information she provided during the Community Redevelopment Agency Board meeting on 4/11/22 related to the lease agreement with the Monument to Women Veterans Foundation. She clarified that she misspoke that a lease amendment has been approved by Council, rather the amendment to lease is forthcoming for Council's approval.

**COUNCIL COMMUNICATIONS**

Council President Hill advised of an upcoming town hall meeting for District 6 on April 21<sup>st</sup>.

**CIVIC ANNOUNCEMENTS**

None

**SECOND LEROY BOYD FORUM**

None

**ADJOURNMENT**

WHEREUPON the meeting was adjourned at 9:01 P.M.

\*\*\*\*\*

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

Approved: \_\_\_\_\_  
Ann Hill, 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 #:** 22-00351

City Council

4/28/2022

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Ann Hill

**SUBJECT:**

APPOINTMENTS - EASTSIDE REDEVELOPMENT BOARD

**RECOMMENDATION:**

That City Council appoint Georgia Blackmon and reappoint Zachary Lane, both are homeowners and appoint Tommy White, a business owner within the Eastside Redevelopment Neighborhood TIF District area to Eastside Redevelopment Board for a term of three (3) years, expiring April 30, 2025.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

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

The following have been nominated or is an incumbent that wishes to be considered for reappointment:

**Nominated:**

**Nominated by:**

***Homeowner***

Georgia Blackmon  
Zachary Lane

Broughton  
Incumbent

***Business owner***

Tommy White

Hill

**PRIOR ACTION:**

Council makes appointments to this board every three years.

**FUNDING:**

Budget: N/A

Actual: N/A

**FINANCIAL IMPACT:**

None.

**STAFF CONTACT:**

Ericka L. Burnett, City Clerk

**ATTACHMENTS:**

- 1) Member List
- 2) Nomination Form - Georgia Blackmon
- 3) Application of Interest - Georgia Blackmon
- 4) Application of Interest - Zachary Lane
- 5) Nomination Form - Tommy White
- 6) Application of Interest - Tommy White
- 7) Bio - Tommy White
- 8) Ballots

**PRESENTATION:** No

Eastside Redevelopment Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
BLANK, BLANK			0	2021				
Jones, Casey	Council Member	Council	0	2021	11/30/2022	5/16/2019		
Lane, Zachary	Homeowner	Council	0	2021	4/30/2022	9/23/2021	3	
VACANT, VACANT	Homeowner	Council	0	2021	4/30/2022	5/16/2019	3	
Young, III (Rev.), Fred D.	Business Owner	Council	0	2021	4/30/2022	4/12/2018	3	

Term Length: Three (3) years

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

**CITY OF PENSACOLA, FLORIDA**

**NOMINATION FORM**

I, Teriodé Broughton, do nominate Georgia Blackman  
(Nominee)

2017 N. 7th 850-4261299  
(Home Address) (Phone)

\_\_\_\_\_  
(Business Address) (Phone)

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

for appointment by the City Council for the position of:  
**HOMEOWNER**  
**WITHIN EASTSIDE NEIGHBORHOOD TIF DISTRICT**  
**EASTSIDE REDEVELOPMENT BOARD**  
**(Three year term expiring 4/30/2025)**

Provide a brief description of nominee's qualifications:

Mrs Blackman is the perfect nominee for this  
position. She is a well-respected and dearly loved  
member of the community. Her dedication to Pensacola  
is evident through her life work

Teriodé Broughton  
City Council Member

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

Ericka L. Burnett  
Ericka L. Burnett, City Clerk





## Application for City Council Appointments to Boards, Authorities, and Commissions

Office of the City Clerk, P.O. Box 12910, Pensacola, FL 32521, 850- 435-1606

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

- Complete each blank on the application
- Completed applications will be kept on file for a period of one (1) year from the date received in the Office of the City Clerk
- **It is necessary to contact a member of Council to obtain a nomination in order to be placed on the ballot for consideration. Please go to [www.cityofpensacola.com](http://www.cityofpensacola.com) for Council Member contact information.** If you have any questions, contact the City Clerk's Office at the number listed above.
- Please type or print legibly.

Name: Georgia Blackman Email Address: \_\_\_\_\_

Home Address: 2017 N 7th Work Address: 424 1299

Preferred Contact Phone Number(s): \_\_\_\_\_

To which address do you prefer correspondence regarding this application be sent: \_\_\_ Residence \_\_\_ Business

Are you a resident of the City?  Yes \_\_\_ No If yes, which district: 1 2 3 4  5 6 7 How long? 80 yrs  
Circle one

Do you own property within the City limits?  Are you a registered voter in the City of Pensacola? \_\_\_ Yes \_\_\_ No

Board (s) of interest: Eastside Redevelopment Board

Please list the reasons for your interest in this position (if necessary, continue on reverse side or on an attached sheet).

Life long resident. Retired Business owner. Community organizer

Are you currently on a City board, authority, or commission? \_\_\_ If yes, which board? \_\_\_\_\_

Do you now hold public office: \_\_\_ If so, what is the office? \_\_\_\_\_

The Florida Constitution, in section 5 (a) of Article II, prohibits simultaneous "dual office holding". If you were already serving on a board, authority, or commission for the City of Pensacola or for another governmental agency, would you be willing to resign in order to accept the appointment you now seek? \_\_\_ Yes \_\_\_ No

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

RACE:	GENDER:	PHYSICALLY DISABLED:
<input checked="" type="checkbox"/> African-American	<input type="checkbox"/> Male	<input type="checkbox"/> Yes
<input type="checkbox"/> Asian-American	<input type="checkbox"/> Female	<input checked="" type="checkbox"/> No
<input type="checkbox"/> Hispanic-American	<input type="checkbox"/> Other	

I hereby certify that the statements and answers provided are true and accurate. I understand that any false statements may be cause for removal from a board or committee if appointed.

Signature Georgia M. Blackman Date 4-6-22

THANK YOU FOR YOUR WILLINGNESS TO SERVE

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**Sent:** Thursday, September 2, 2021 11:47 AM  
**To:** [Ericka Burnett](#); [Robyn Tice](#)  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

---

**THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT**

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

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

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

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

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(Section Break)

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### Personal Information

Name	Zachary Lane
Home Address	420 E Brainerd St Pensacola, FL 32503
Business Address	<i>Field not completed.</i>
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	850-712-0133
Email Address	<a href="mailto:zaclane007@gmail.com">zaclane007@gmail.com</a>
Upload Resume (optional)	<i>Field not completed.</i>

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(Section Break)

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### Details

Are you a City resident?	Yes
--------------------------	-----

---

If yes, which district?	6
If yes, how long have you been a City resident?	Since 2007
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Eastside CRA board
Please list the reasons for your interest in this position:	I live and own property in the Eastside Neighborhood. I believe a strong local community is extremely important.
Do you currently serve on a board?	No
If yes, which board(s)?	<i>Field not completed.</i>
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

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

Gender	Male
Race	Caucasian
Physically Disabled	No

(Section Break)

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

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

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**Sent:** Wednesday, April 6, 2022 9:55 PM  
**To:** [Ericka Burnett](#); [Robyn Tice](#)  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

---

**THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT**

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

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

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

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

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(Section Break)

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### Personal Information

---

Name Tommy L White

---

Home Address 1415 N 8TH AVE

---

Business Address 1400 Nth DAVIS HWY  
PENSACOLA, FL 32503

---

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

---

Preferred Contact Phone Number(s) 8504853386

---

Email Address [tommylwj25@gmail.com](mailto:tommylwj25@gmail.com)

---

Upload Resume (optional) [Tommy Lee White Jr BIO \(1\).\(1\).pdf](#)

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(Section Break)

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Details

---

Are you a City resident? Yes

---

If yes, which district? 6

---

If yes, how long have you been a City resident? FOR OVER 20 YEARS

---

Do you own property within the City limits? Yes

---

Are you a registered voter in the city? Yes

---

Board(s) of interest: EASTSIDE REDEVELOPMENT BOARD

---

Please list the reasons for your interest in this position:

As a resident, investor, and business owner in the Eastside community it is safe to say we are vested in this community. It is our duty not only to see this very historical neighborhood survive but thrive. This is just a few reasons why I would love to be a member of this board. Another reason is to help improve the quality of life for the many great residents of the Eastside community by improving landscapes, roadways, and hopefully helping to develop affordable housing within Eastside. Also, it is really a high priority to help preserve to great African-American history of this community. There is so much history within the boundaries of the Eastside community and it should be treasured for generations to come.

---

Do you currently serve on a board? Yes

---

If yes, which board(s)? TPO CITIZENS' ADVISORY COMMITTEE

---

Do you currently hold a public office? No

---

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

---

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

---

(Section Break)

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Diversity

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

---

Gender	Male
--------	------

---

Race	African-American
------	------------------

---

Physically Disabled	No
---------------------	----

---

(Section Break)

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Acknowledgement of Terms	I accept these terms.
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Email not displaying correctly? [View it in your browser.](#)

**CITY OF PENSACOLA, FLORIDA**

**NOMINATION FORM**

I, Ann Hill, do nominate Tommy White  
(Nominee)

1415 N. 8th Ave 850-390-0300  
(Home Address) (Phone)

1400 N. Davis Hwy LI  
(Business Address) (Phone)

tommylwj25@gmail.com City Resident:  YES  NO  
(Email Address) Property Owner within the City:  YES  NO

for appointment by the City Council for the position of:

**BUSINESS OWNER  
WITHIN EASTSIDE NEIGHBORHOOD TIF DISTRICT  
EASTSIDE REDEVELOPMENT BOARD  
(Three year term expiring 4/30/2025)**

Provide a brief description of nominee's qualifications:

Tommy White is a leader in the Eastside  
neighborhood and a youth volunteer  
at Magee Field. He would be an asset  
on this board.

Ann Hill  
City Council Member

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

Ericka L. Burnett, City Clerk



## TOMMY WHITE CO-OWNER AND OPERATOR OF TRACY B LLC

### CONTACT

---

PHONE:  
850-390-0300

EMAIL:  
[TOMMYLWJ25@GMAIL.COM](mailto:TOMMYLWJ25@GMAIL.COM)

Tommy White is the co-owner and operator of Tracy B LLC in which he and his team provide logistical support for the manufacturing of wind energy in Pensacola, FL and throughout the United States. Tommy responsibilities include maintaining great customer relationships, managing the on-time transport and delivery of sensitive cargo, budget management, and contract negotiations. Prior to launching Tracy B LLC, Tommy had multiple levels of success in the corporate world leading teams in the industries of customer service, sales, and finance.

Tommy is a veteran of the United States Navy where he served as an Air Traffic Controller for 5 years and was honorably discharged at Naval Air Station Pensacola Florida in 1997.

Tommy graduated number one in his class while at naval air traffic control school. Tommy continued to further his education while deployed and completing course work in Business Administration at Pensacola State College and Troy State University.

Tommy has a core value of community service and is an active member of the Eastside community . Tommy currently serves on the Executive Committee for East Pensacola Student Athletic Program and has previously held the position of Vice Chairman on the Escambia County Human Relations Board of Directors, a former member of the Pensacola Civitan Club and Optimus Club. He continues to serve his community in various ways through his active membership at Greater Little Rock Baptist Church and as an active volunteer at the youth organization of the East Pensacola Rattlers.

Tommy has been married for 20 years to his lovely wife and together they have 5 kids and 2 grandkids. So, when Tommy is not serving his community, Tommy is busy having fun going to youth events, the beach, dancing with his wife, hanging with the kids and visiting with the grandkids.



**Ballot – Eastside Redevelopment Board**

April 28, 2022

*Three (3) year term expiring April 30, 2025*

***Homeowner***

\_\_\_\_\_ Georgia Blackmon

\_\_\_\_\_ Zachary Lane

**Vote for Two**

Signed: \_\_\_\_\_  
Council Member

**Ballot – Eastside Redevelopment Board**

April 28, 2022

*Three (3) year term expiring April 30, 2025*

***Business Owner***

\_\_\_\_\_ Tommy White

\_\_\_\_\_

**Vote for One**

Signed: \_\_\_\_\_

Council Member



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00357

City Council

4/28/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

LEASE - MARTIN MARIETTA MATERIALS, INC FOR THE PORT OF PENSACOLA

**RECOMMENDATION:**

That City Council approve a lease with Martin Marietta Materials, Inc. for the Port of Pensacola. Further, that City Council authorize the Mayor to take all actions necessary to execute the lease.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Since 2002, Martin Marietta Materials has been a valued business partner of the port operating a five-acre aggregate terminal on the Port of Pensacola which directly supports regional construction and roadway projects with critical building materials.

For twenty years they have operated under a year-to-year short term operating agreement which has prevented them from competing on longer term contracts and from investing in improving the infrastructure of their terminal. A lease term of three years will give their corporate management security in committing funding to allow capital infrastructure and terminal improvements in partnership with the port.

Additionally, this lease will significantly increase revenues to the port by increasing cargo rates and fees; plus, it implements several new user fees that were not previously negotiated.

**PRIOR ACTION:**

February 27, 2002 - First annual terminal operating agreement executed with five annual renewals

June 29, 2007 - Second annual terminal operating agreement executed with five annual renewals

December 10, 2012 - May 21, 2015 - Annual short term operating agreements executed each year

May 22, 2015 to Present - Short term operating agreement with 365 day term until cancelled by either party

March 29, 2022 - Memorandum to City Council notifying of proposed lease with Martin Marietta

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Lease rate of \$104,160 per year to be adjusted at renewal to appraised value (capped at 10%). Implements a new \$13,440 charge for leasing of the space occupied by the offloading equipment (PPUA). Wharfage and stevedore fees increase to \$0.71 and \$0.15 per ton accordingly. Implements a new common area maintenance fee of 7.5% of base rent, currently \$7,812.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

4/1/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Amy Miller, Assistant City Administrator for Enterprises  
Clark Merritt, Port Director

**ATTACHMENTS:**

- 1) Martin Marietta Materials Inc. Lease Agreement - Draft
- 2) Deal Terms Summary Martin Marietta

**PRESENTATION:** No

***REAL PROPERTY LEASE***

***AT***

***PORT OF PENSACOLA***

***BETWEEN***

***MARTIN MARIETTA MATERIALS, INC.***

***AND***

***CITY OF PENSACOLA, FLORIDA***

***EFFECTIVE DATE: \_\_\_\_\_, 2022***

**TABLE OF CONTENTS**

**ARTICLE 1. DEFINITIONS..... 6**  
 SECTION 1.01 DEFINITIONS..... 6  
 SECTION 1.02 CROSS-REFERENCES..... 8

**ARTICLE 2. LEASED PREMISES ..... 9**  
 SECTION 2.01 LEASED PREMISES ..... 9  
 SECTION 2.02 NON-EXCLUSIVE PARKING AREA ..... 9

**ARTICLE 3. TERM ..... 10**  
 SECTION 3.01 LEASE TERM ..... 10  
 SECTION 3.02 RENEWAL ..... 10  
 SECTION 3.03 COMPANY’S RIGHTS UPON EXPIRATION OR EARLIER TERMINATION OF LEASE ..... 10  
 SECTION 3.04 SURRENDER OF LEASED PREMISES..... 10

**ARTICLE 4. USE OF LEASED PREMISES ..... 12**  
 SECTION 4.01 PERMITTED USE OF LEASED PREMISES ..... 12  
 SECTION 4.02 ADDITIONAL RESTRICTIONS ..... 12  
 SECTION 4.03 NON-EXCLUSIVE RIGHTS AND PRIVILEGES ..... 13

**ARTICLE 5. RENTS, FEES, CHARGES AND SALES TAX..... 14**  
 SECTION 5.01 BASE RENT..... 14  
 SECTION 5.02 SUBMERGED LANDS LEASE RATE..... 14  
 SECTION 5.03 BASE RENT PAYMENT..... 14  
 SECTION 5.04 OTHER RENTS, FEES AND CHARGES ..... 14  
 SECTION 5.05 SALES TAX..... 14  
 SECTION 5.06 MODE OF PAYMENT..... 14  
 SECTION 5.07 LATE FEE AND INTEREST ..... 15  
 SECTION 5.08 PORT TARIFF ..... 15

**ARTICLE 6. PERFORMANCE GUARANTEE ..... 16**

**ARTICLE 7. INSURANCE AND INDEMNIFICATION..... 17**  
 SECTION 7.01 REQUIRED INSURANCE..... 17  
 SECTION 7.02 POLICY ENDORSEMENTS; COPIES OF POLICIES; CERTIFICATES OF INSURANCE ..... 18  
 SECTION 7.03 INSURANCE OF THE COMPANY PRIMARY ..... 19  
 SECTION 7.04 LOSS CONTROL, SAFETY, AND SECURITY ..... 19  
 SECTION 7.05 ACCEPTABILITY OF INSURERS..... 19  
 SECTION 7.06 HOLD HARMLESS ..... 19  
 SECTION 7.07 NON-LIABILITY OF THE CITY..... 20  
 SECTION 7.08 PAYMENT ON BEHALF OF THE CITY..... 20  
 SECTION 7.09 NO WAIVER OF SOVEREIGN IMMUNITY ..... 20

**ARTICLE 8. COMMON PORT FACILITIES; INSPECTION OF FACILITIES ..... 21**  
 SECTION 8.01 USE OF COMMON FACILITIES ..... 21  
 SECTION 8.02 COMPLIANCE..... 21  
 SECTION 8.03 INSPECTION OF FACILITIES AND IMPROVEMENTS..... 21

**ARTICLE 9. ACCEPTANCE AND CONDITION OF LEASED PREMISES..... 22**

**ARTICLE 10. CONSTRUCTION BY THE COMPANY..... 23**  
 SECTION 10.01 GENERAL REQUIREMENTS..... 23

SECTION 10.02 CONSTRUCTION REQUIREMENTS..... 25

**ARTICLE 11. LIENS PROHIBITED..... 26**

**ARTICLE 12. MAINTENANCE AND REPAIR..... 27**

SECTION 12.01 TRIPLE NET LEASE..... 27

SECTION 12.02 COMPANY RESPONSIBILITIES..... 27

SECTION 12.03 SAFE, CLEAN AND ORDERLY OPERATION..... 28

SECTION 12.04 OTHER SERVICES..... 29

SECTION 12.05 QUARTERLY CONDITION SURVEYS ..... 29

SECTION 12.06 PERFORMANCE..... 29

SECTION 12.07 UTILITIES..... 29

SECTION 12.08 UTILITIES SUPPLY OR CHARACTER..... 30

**ARTICLE 13. TITLE TO IMPROVEMENTS AND PERSONAL PROPERTY..... 31**

SECTION 13.01 TITLE TO IMPROVEMENTS ..... 31

SECTION 13.02 TITLE TO PERSONAL PROPERTY ..... 31

**ARTICLE 14. ENVIRONMENTAL COMPLIANCE..... 32**

SECTION 14.01 ENVIRONMENTAL LAWS..... 32

SECTION 14.02 ENVIRONMENTAL CONDITIONS..... 32

SECTION 14.03 REMEDIATION OF ENVIRONMENTAL CONDITIONS ..... 33

SECTION 14.04 ENVIRONMENTAL REPORTS ..... 33

SECTION 14.05 SURVIVAL OF OBLIGATIONS..... 33

SECTION 14.06 NPDES AND SWPPP ..... 33

**ARTICLE 15. EVENTS OF DEFAULT; REMEDIES; TERMINATION ..... 34**

SECTION 15.01 COMPANY EVENTS OF DEFAULT ..... 34

SECTION 15.02 REMEDIES ..... 35

SECTION 15.03 RIGHTS AND REMEDIES OF THE CITY CUMULATIVE..... 36

**ARTICLE 16. HOLDING OVER..... 37**

**ARTICLE 17. ASSIGNMENT AND SUBLEASE ..... 38**

SECTION 17.01 LEASE ASSIGNMENT..... 38

SECTION 17.02 LEASED PREMISES SUBLEASE..... 38

SECTION 17.03 CONSUMMATION OF ASSIGNMENT OR SUBLEASE ..... 39

**ARTICLE 18. DAMAGE OR DESTRUCTION OF LEASED PREMISES; TAKING BY EMINENT DOMAIN 40**

SECTION 18.01 LEASED PREMISES -- DAMAGE OR DESTRUCTION ..... 40

SECTION 18.02 TAKING BY EMINENT DOMAIN ..... 40

**ARTICLE 19. FEDERAL, STATE, AND LOCAL REGULATIONS ..... 42**

SECTION 19.01 COMPLIANCE WITH RULES AND REGULATIONS ..... 42

SECTION 19.02 COMPLIANCE WITH LAW..... 42

SECTION 19.03 COMPLIANCE WITH ENVIRONMENTAL LAWS ..... 43

SECTION 19.04 LICENSES AND PERMITS ..... 43

**ARTICLE 20. TAXES..... 44**

SECTION 20.01 PAYMENT OF TAXES..... 44

SECTION 20.02 REAL PROPERTY TAXES ..... 44

SECTION 20.03 DEFINITION ..... 44

SECTION 20.04 CONTEST ..... 44

SECTION 20.05 PERSONAL PROPERTY TAXES..... 44

**ARTICLE 21. ENCUMBRANCE OF LEASEHOLD ESTATE AND NOTICE TO MORTGAGEES..... 46**

**ARTICLE 22. PORT DEVELOPMENT RIGHTS ..... 48**

**ARTICLE 23. GENERAL PROVISIONS ..... 49**

SECTION 23.01 ACKNOWLEDGMENT ..... 49

SECTION 23.02 AUTHORITY OF THE PORT DIRECTOR ..... 49

SECTION 23.03 CAPACITY TO EXECUTE..... 49

SECTION 23.04 DELIVERY OF NOTICES ..... 49

SECTION 23.05 EMPLOYEES OF THE COMPANY..... 50

SECTION 23.06 ENTIRE AGREEMENT ..... 50

SECTION 23.07 FORCE MAJEURE..... 50

SECTION 23.08 RULES OF CONSTRUCTION ..... 51

SECTION 23.09 GENERAL INTERPRETATION ..... 51

SECTION 23.10 GOVERNING LAW..... 51

SECTION 23.11 INCORPORATION OF EXHIBITS ..... 51

SECTION 23.12 INCORPORATION OF REQUIRED PROVISIONS..... 51

SECTION 23.13 INVALID PROVISIONS ..... 51

SECTION 23.14 NONLIABILITY OF INDIVIDUALS ..... 52

SECTION 23.15 NONINTERFERENCE WITH PORT OPERATIONS..... 52

SECTION 23.16 NOTICE OR CONSENT ..... 52

SECTION 23.17 NONWAIVER..... 52

SECTION 23.18 OTHER LAND AND BUILDINGS EXCLUDED ..... 52

SECTION 23.19 PATENTS AND TRADEMARKS ..... 52

SECTION 23.20 PUBLIC RECORDS LAWS ..... 53

SECTION 23.21 REMEDIES TO BE NONEXCLUSIVE ..... 53

SECTION 23.22 SIGNS AND LOGOS..... 53

SECTION 23.23 SUCCESSORS AND ASSIGNS..... 53

SECTION 23.24 NO PARTNERSHIP ..... 54

SECTION 23.25 THIRD PARTIES..... 54

SECTION 23.26 TIME IS OF THE ESSENCE ..... 54

SECTION 23.27 MEMORANDUM OF LEASE ..... 54

SECTION 23.28 REPRESENTATIONS AND WARRANTIES OF CITY AND COMPANY ..... 54

**List of Exhibits**

**EXHIBIT A - LEASED PREMISES**



**PORT OF PENSACOLA  
REAL PROPERTY LEASE**

**THIS REAL PROPERTY LEASE** (this “Lease”) is hereby made and entered into as of the Effective Date (hereinafter defined), by and between **MARTIN MARIETTA MATERIALS, INC.**, a North Carolina corporation authorized to transact business in the State of Florida (“the Company” or “Tenant”), and the **CITY OF PENSACOLA, FLORIDA**, a Florida municipal corporation (“the City” or “Landlord”), in its capacity as owner and operator of **PORT OF PENSACOLA** (“the Port”). The City and the Company may, from time to time, be referred to in this Lease individually as “a Party” and collectively as “the Parties.”

**RECITALS**

WHEREAS, the City is the owner and operator of the Port (as hereinafter defined); and

WHEREAS, it is in the best interest of the community for the City to encourage and support local economic development for the City of Pensacola Port of Pensacola and to efficiently operate the Leased Premise; and

WHEREAS, the City, as lessor, desires to lease to the Company, as lessee, and the Company desires to lease from the City, the Leased Premises for the use, upon the terms, and subject to the conditions hereinafter set forth; and

WHEREAS, the Company has been a tenant of the Port of Pensacola since February 2002; and

WHEREAS, the Company always fully and timely performed all obligations under its original lease and its subsequent short-term operating agreement;

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

## ARTICLE 1. DEFINITIONS

### Section 1.01 DEFINITIONS

The following words and phrases, wherever used in this Lease, shall, for purposes of this Lease, have the following meanings:

“**Additional Rent**” means, collectively, all amounts payable by the Company under this Lease which are expressly designated as “Additional Rent,” in addition to the Base Rent.

“**Affiliate**” means any corporation or other entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with, the Company.

“**Base Rent**” means the annual rent for the Leased Premises as specified or determined in this Lease.

“**Bond Resolution**” means any Resolution of the City regulating or authorizing the issuance of Bonds payable from Port revenue.

“**City**” means the City of Pensacola, Florida, and any successor to the City in ownership of the Port.

“**Common Port Facilities**” means all necessary cargo area appurtenances, including, but not limited to, laydown areas, berth aprons, and other common facilities and infrastructure appurtenant to the Port.

“**Company**” means the lessee under this Lease as identified in the first paragraph of this Lease, and any assignee of this Lease pursuant to an assignment permitted by this Lease.

“**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities or by contract or otherwise.

“**Effective Date**” means the date upon which this Lease is executed by the last Party to execute this Lease, as shown by the respective dates set forth after the places provided herein below for the Parties’ execution of this Lease. The parties agree that time is of the essence and each agrees to act with diligence and all due haste to expedite its portion of the execution process.

“**Environmental Laws**” means, collectively, all federal, state, water management district, and local environmental, land use, safety, or health laws, rules, regulations, ordinances, and common law, including, but not limited to, the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.); the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.) (“CAA”); the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j), the Federal Water Pollution Control Act (commonly known as the Clean Water Act) (33 U.S.C. §§ 1251-1387), and

Sections 253, 373, 376 and 403, Florida Statutes, as any of the foregoing may hereafter be amended, any rule or regulation pursuant thereto, and any other present or future law, ordinance, rule, regulation, code, permit or permit condition, order, notice of violation, decree, consent agreement, or directive addressing an environmental, safety, or health issue of or by the federal government, or of or by any state or other political subdivision thereof, or any agency, court, or body of the federal government or any state or other political subdivision thereof, exercising executive, legislative, judicial, regulatory, or administrative functions. The term “Environmental Laws” also shall mean and include the Port of Pensacola’s Storm Water Pollution Prevention Plan (“SWPPP”) and all future amendments thereto.

“**Event of Default**” shall have the meaning assigned in Article 15 below.

“**Exclusive Use Leased Premises**” means the spaces and areas within the Leased Premises for the use and occupancy of the Company to the exclusion of all others.

“**Facilities**” means all future additions and accessions to permanent improvements on the Leased Premises together with any replacements of any such new Facilities. The parties acknowledge and agree that there are currently no Facilities on the Leased Premises and that all current structures on the Leased Premises (e.g., trailer, maintenance shed, conveyors, etc.) are removable personal property owned by the Company. The Company shall have the non-exclusive right to access, traverse, cross and otherwise utilize all port lands designated for the joint use of all port tenants, users and customers, provided such use does not unreasonably impede, block or otherwise limit the right of other port tenants, users and customers to access, traverse, cross and otherwise use the same port lands. The Company may not moor vessels to any of the port’s public docks without first filing and receiving approval from the port of a Vessel Berth Application.

“**Hazardous Substances**” means any hazardous, toxic, or harmful substances, wastes, materials, pollutants, or contaminants (including, without limitation, asbestos, polychlorinated biphenyls, petroleum products, flammable explosives, radioactive materials, paint containing more than 0.5% lead by dry weight (“Lead Based Paint”), infectious substances, or raw materials which include hazardous constituents), or any other substances or materials that are included under or regulated by Environmental Laws.

“**Land**” means the land within the Port as depicted on Exhibit A attached hereto and incorporated herein by reference, consisting of approximately 4.96 acres and located at the Port of Pensacola.

“**Leased Premises**” means the Land and all improvements now or hereafter existing on the Land, including without limitation the Facilities and the Preferential Use Apron Area, as more particularly described in Section 2. The entire Leased Premises are Exclusive Use Leased Premises.

“**Lease Term**” shall have the meaning assigned in Section 3.01 below.

**“Lease Year”** means each period of twelve consecutive calendar months that begins on an anniversary of the Effective Date of this Lease or, if the Effective Date of this Lease is not the first day of a month, each period of twelve consecutive calendar months that begins on the first day of the next month after each such anniversary of the Beginning of this Lease; provided, however, that the first Lease Year shall commence on the beginning of this Lease and continue to, but not including, the first day of the next Lease Year.

**“Ordinary Wear and Tear”** means normal deterioration of an improvement to real property or the underlying real property itself that occurs solely from the reasonable and intended use of the improvement over time despite the timely and proper performance of reasonable routine maintenance and preventive maintenance.

**“Port”** means Port of Pensacola located in Pensacola, Florida, as it now exists and as it may exist in the future.

**“Port Director”** means the person who from time to time holds the position of “Port Director” or “Interim Port Director” of the Port. Said term shall also include any person expressly designated by the City to exercise functions with respect to the rights and obligations of the Port enterprise.

**“Port Master Plan”** means the assembly of appropriate documents and drawings addressing development of the Port from physical, economic, social, and political jurisdictional perspectives as designated from time to time by the City and the Port Director as the Port Master Plan. The Port Master Plan includes, without limitation, forecasts of cargo & maritime business activity, a Port land use plan, 2019 Port Vision Plan (or any successor plan), a Port layout plan set, a Port access and parking plan, port storm water master plan, a capital improvement plan, and a budget and/or financial plan.

**“Rent”** means, collectively, the Base Rent and the Additional Rent.

**“Rules and Regulations”** means those ordinances, rules and regulations promulgated from time to time by the City or the Port Director governing conduct on, and operations at, the Port or the use of any of the land and/or facilities at the Port.

**“Subsidiary”** means any corporation or other entity more than fifty percent (50%) of whose outstanding stock (or other form of equity ownership) is, at the relevant time, owned by the Company or by another Subsidiary of the Company.

**“Tariff”** means Port of Pensacola Terminal Tariff No. 5A, as amended and revised from time-to-time, or any successor thereto.

#### Section 1.02 CROSS-REFERENCES

All references in this Lease to articles, sections, and exhibits pertain to articles, sections, and exhibits of this Lease unless otherwise specified.

END OF ARTICLE

## ARTICLE 2. LEASED PREMISES

### Section 2.01 LEASED PREMISES

For the Rent, upon the terms, and subject to the conditions set forth in this Lease, the City hereby leases and demises the Leased Premises to the Company, and the Company hereby leases the Leased Premises from the City, subject, however, to all liens, easements, restrictions and other claims and encumbrances of record, provided that such matters do not prevent the Company from conducting its business on the Leased Premises as contemplated herein, and/or otherwise impair its financial structure and future use of the premises.

The Leased Premises consists of approximately 4.96 acres of unimproved open laydown area located in the southeastern quadrant of the Port of Pensacola as per the legal following legal description and as further depicted in Exhibit A attached hereto and incorporated herein by this reference and collectively are known as the “Leased Premises.”

In addition to the above-described Leased Premises, the Company shall also have a right of use over the paved/asphalted apron area running parallel to Port Warehouses 6 and 8 (the “Preferential Use Apron Area”) at no additional cost for the sole purpose of maintaining or replacing conveyors and other similar vessel unloading equipment (the “PUAA Equipment”). The City acknowledges and agrees that such PUAA Equipment is not portable and cannot be easily removed, repositioned, or replaced; is for the sole and exclusive use of the Company and will be removed by Company at the end of the Lease Term. The Company shall pay an additional rental fee of \$1,120.00 per month for the use of the Preferential Use Apron Area, due at the same time and in the same manner as the Rent.

The Company shall have the right to post its unique logo at the Leased Premises in a tasteful manner of an industrial site, provided design and placement of same is in compliance with applicable City of Pensacola sign ordinances, if any, and is approved by the Port Director.

### Section 2.02 NON-EXCLUSIVE PARKING AREA

The Company shall be entitled to non-exclusive use of any and all designated parking areas located on the Port property as currently situated and designated or as may be situated and designated in the future at the Port’s and/or any and all overflow parking lots as currently situated and designated or as may be situated and designated in the future all at the Port’s sole discretion, at no additional charge to the Company. Such areas are made available to all Port tenants and users on a first-come-first-served basis. In using such areas, the Company and Company employees, representatives, agents, contractors, service providers, invitees, customers and visitors shall abide by all applicable rules and regulations of the Port of Pensacola Seaport Security Plan, including if required, but not limited to, the requirement that all personal vehicles entering the Port Restricted Area be registered with the Port’s Facility Security Officer. In no event shall the Company permit parking on the Leased Premises by the general public or by the Company’s guests, invitees, customers, or employees not related to the conduct of the Company’s business on the Leased Premises.

END OF ARTICLE

## ARTICLE 3. TERM

### Section 3.01 LEASE TERM

Subject to compliance with the terms and conditions of this Lease, the Company shall have the right to occupy the Leased Premise beginning on the Effective Date as defined in Section 1.01 of this Lease Agreement for a term of three (3) years (the “Primary Lease Term”). All Rents for the Leased Premises shall commence immediately upon the Effective Date. The Primary Lease Term, the First Renewal Term (if applicable) and the Second Renewal Term (if applicable) are, collectively, the “Lease Term.”

### Section 3.02 RENEWAL

Upon expiration of the Primary Lease Term, this Lease may be renewed for up to two (2) additional three (3) year renewal options subject to the provisions that follow in this Section 3.02.

Provided the Company is not in default of any provisions herein, this Lease Agreement will be renewed for three (3) years commencing upon the Expiration Date and expiring three (3) years thereafter (“First Renewal Term”), unless either party provides written notice of non-renewal at least of three hundred sixty-five (365) days prior to the Expiration Date.

Further, provided the Company is not in default of any provisions herein, this Lease Agreement will be renewed for an additional three (3) years commencing upon the expiration of the preceding term and expiring three (3) years thereafter (“Second Renewal Term”), unless either party provides written notice of non-renewal at least three hundred sixty-five (365) days prior to the then-applicable expiration date.

Rent shall be at the rates outlined in Article 5 of this Lease, except that for any renewal hereunder, the City reserves the right to recalculate the Base Rent payments based upon the then-appraised value of the property provided the renewal period Base Rent rate increase may not exceed ten percent (10%) of the then-current Base Rent as defined in Article 5 herein. For any renewal hereunder, all terms and conditions of this Lease Agreement, other than pertaining to Base Rent, remain the same unless expressly negotiated between the parties. Any renewal hereunder shall be memorialized in writing, executed by the parties in the same formality herewith.

### Section 3.03 COMPANY’S RIGHTS UPON EXPIRATION OR EARLIER TERMINATION OF LEASE

Subject to Section 3.04, upon expiration of the Lease Term or earlier termination of this Lease, all of the Company’s rights, authority, and privileges to use the Leased Premises, services, facilities and property of the Port as granted herein shall automatically cease without notice to the Company except such notice, if any, as is expressly required by this Lease with respect to an earlier termination of this Lease.

### Section 3.04 SURRENDER OF LEASED PREMISES

Upon expiration of the Lease Term or earlier termination of this Lease, the Company shall promptly remove all remaining stockpile aggregate placed upon the Leased Premises except that

this Lease shall be extended to the extent necessary for the Company to be afforded reasonable opportunity to fulfill the product delivery obligations of any active contract(s) held by the Company. The Company may be requested, to the extent possible without revealing any confidential or proprietary business information, to provide documentary evidence of contracts held and/or corresponding product delivery schedules in order for City to grant any such extension. Following completion of such contracts, the Company shall promptly complete the removal of any remaining aggregate stockpiles, equipment and other facilities.

Upon expiration of the Lease Term or earlier termination of this Lease and final removal of all remaining stockpile aggregate, equipment and facilities as provided in the preceding paragraph, the Company shall surrender the Leased Premises to the City in the same or better condition than at the time of this Lease, except for Ordinary Wear and Tear and except for damage caused by an insured casualty or a condemnation for which the City is fully compensated by insurance proceeds actually received by the City and by deductible amounts actually paid by the Company to the City, with respect to an insured casualty loss, or by a condemnation award pursuant to an order of a court of competent jurisdiction or payment in lieu thereof acceptable to the City, with respect to a condemnation.

The parties acknowledge and agree that any periods of occupancy and use by the Company related to the provisions of this Section 3.04 shall be subject to all of the terms and conditions of this Lease other than Article 16.

The provisions of this Section 3.04 shall survive the expiration of the Lease Term or earlier termination of this Lease, as the case may be, and shall be fully enforceable by the City against the Company notwithstanding the termination of this Lease.

END OF ARTICLE

## ARTICLE 4. USE OF LEASED PREMISES

### Section 4.01 PERMITTED USE OF LEASED PREMISES

Continuously during the Lease Term, the Company shall use the Leased Premises solely for receiving, storage and shipping of bulk materials including, but not limited to, limestone aggregates, granite, gravel, rip rap rock, and other similar products. The performance of any other activities consistent with and allowable in the Industrial District M-1 Zoning Designation as defined in the City of Pensacola Code, Part II - Code of Ordinances. Title XII - Land Development Code, Chapter 12.2 - Zoning Districts, Sections 12-2-1 and 12-2-9 shall be allowed only upon advance written consent of the City, which consent may be allowed or withheld in the City's sole and absolute discretion.

Consistent with the permitted use of the Leased Premises stated in this Section 4 and solely in furtherance of such use, Company shall, at Company's sole cost and expense, complete all necessary improvements on the Leased Premise in order to conduct the authorized activities thereon and/or required to fulfill any and all other obligations under this Lease. Any such improvements to the Leased Premises must comply with all approval and permitting requirements of the City of Pensacola Inspection Services and Code Enforcement Divisions, if applicable, and must be approved in advance by the Port Director.

### Section 4.02 ADDITIONAL RESTRICTIONS

Notwithstanding any contrary provision in this Lease, the Company shall not, and the Company shall not suffer or permit any of its agents, employees, directors, officers, contractors, customers, guests, invitees, licensees, or representatives to:

- (a) Do, suffer, or permit anything that may interfere with the effectiveness or accessibility of any drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, at any time installed or located on or within the premises of the Port.
- (b) Do, suffer, or permit anything that may invalidate or conflict with any fire or other casualty insurance policies covering the Port or any part thereof or improvements thereon.
- (c) Keep or store or suffer or permit to be kept or stored, at any time, flammable or combustible liquids except in storage facilities especially constructed for such purposes in accordance with applicable federal, State, and City laws and ordinances, including the Uniform Fire Code and the Uniform Building Code. For purposes of this Lease, flammable or combustible liquids shall have the same definitions as set forth in the Uniform Fire Code, as that Code may be amended from time to time.
- (d) Engage in any business or activity not specifically permitted by this Lease.
- (e) In addition to the provisions of Article 14 herein, the Company shall not allow any discernable noxious odors to emanate beyond the confines of the Port of Pensacola at any time under normal & routine weather conditions for the area. If any such odor does occur and creates a nuisance impact to the surrounding geographic area, as evidenced by documented odor reports or complaints, the City will engage Florida Department of Environmental Protection (FDEP) or a local environmental engineer of its choice, to determine the source of the odor. If such odor is determined to be a result of the Tenant's operations, the City reserves the right to order the cessation of the Company's operations until such time as appropriate



ventilation and/or filtration systems can be installed by and at the sole expense of the Company to eliminate such nuisance.

**Section 4.03 NON-EXCLUSIVE RIGHTS AND PRIVILEGES**

Granting of this Lease to the Company does not constitute a right of exclusivity for the business types and activities to be conducted by the Company upon the Leased Premises.

END OF ARTICLE

## ARTICLE 5. RENTS, FEES, CHARGES AND SALES TAX

In consideration for the Company's use of the Leased Premises, the rights and privileges granted to the Company hereunder, and for the undertakings of City hereunder, the Company agrees to pay the City, without invoicing, notice, demand, deduction or set-off, the Base Rent, Additional Rent, fees, other charges, and sales and use tax as set forth in this Lease, as from time to time recalculated according to the procedures described herein below.

**Section 5.01 BASE RENT THE BASE RENT ("BASE RENT") PAYABLE BY THE COMPANY TO THE CITY SHALL BE EIGHT THOUSAND SIX HUNDRED EIGHTY DOLLARS (\$8,680.00) PER MONTH, PRO-RATED FOR ANY PARTIAL MONTHS.**

**Section 5.02 SUBMERGED LANDS LEASE RATE**  
NOT APPLICABLE

**Section 5.03 BASE RENT PAYMENT**

The annual Base Rent shall be paid by the Company to the City without invoicing, notice, demand, deduction, or set-off, in equal monthly installments payable in advance on or before the first day of each calendar month, beginning immediately upon the Effective Date and continuing through the remainder of the Lease Term. Should the Effective Date be on any date other than the first (1<sup>st</sup>) of the month, Base Rent shall commence on the first day of the following month.

**Section 5.04 OTHER RENTS, FEES AND CHARGES**

Notwithstanding any contrary provision in this Lease, the City reserves the right to charge, in addition to Base Rent other fees and charges expressed in this Lease, fees and charges for miscellaneous items and services, including, but not limited to current and future taxes, fees and assessments, as well as any fees and charges assessed by the City in connection with the ordinary use of Port facilities that all of the foregoing are equally applicable to all similarly situated parties and consistent with past practice.

**Section 5.05 SALES TAX**

The Company shall pay to City all sales and use taxes imposed by Florida Statutes Section 212.031 and any future amendments thereto, or other applicable Florida law in effect from time to time (collectively, the "Sales Tax"), on the Base Rent and Additional Rent due under this Lease and on any other payments required by this Lease to be made by the Company to or for the benefit of the City which are taxable under applicable Florida law. Such sales or use tax shall be due and payable concurrently with the payment of the Base Rent, Additional Rent, or other payment with respect to which such tax is required to be paid.

**Section 5.06 MODE OF PAYMENT**

The payment of all Base Rent, Additional Rent, Sales Tax, fees, and charges that become due and payable by the Company under this Lease shall be paid to the City of Pensacola without the City invoicing the Company. Payments shall be mailed or delivered to City of Pensacola Treasury Department, PO Box 12910, Pensacola, Florida 32521-0044, or to such other payment address as the City notifies the Company in writing. The City reserves the right to require that payment be made by ACH or wire transfer.

**Section 5.07 LATE FEE AND INTEREST**

If Base Rent, Additional Rent, or any other fee, charge or payment due and payable under this Lease by the Company to the City is not paid within thirty (30) calendar days after such Base Rent, Additional Rent, or other fee, charge or payment became due, a Late Fee of five percent (5%) of the amount due shall be due and payable to the City to compensate the City for its added expenses due to said late payment. Further, any Base Rent, Additional Rent, or other fee, charge or payment due and payable under this Lease by the Company to the City that is not paid within thirty (30) calendar days after its date due shall bear Interest at eighteen percent (18%) per annum, or the highest rate allowed by law, whichever is less, from the date due until the date paid in full.

**Section 5.08 PORT TARIFF**

Except as otherwise specified herein, all provisions of the Port Tariff 5A, as defined herein, shall remain in full force and effect.

**Section 5.09 WHARFAGE AND CARGO FEES**

Product received into the Company’s leasehold, whether received by waterborne or landside conveyance, shall be subject to the following cargo fees:

Wharfage.....	\$0.71 per short ton
Stevedore Fee.....	\$0.15 per short ton
Cargo Security.....	per the Port Tariff

**Section 5.10 COMMON AREA INFRASTRUCTURE MAINTENANCE FEE**

In addition to Base Rent and Wharfage and Cargo Fees as described elsewhere herein, the Company shall make an annual lump sum maintenance fee payment for Port common area infrastructure of \$7,812.00 (= \$8,680/month \* 12 months \* 0.075%) per year for the duration of the Lease Term (“Common Area Infrastructure Maintenance Fee” or “CAIM”), payable on January 1 of each year and due no later than April 1 of each year (pro-rated for any partial years). This CAIM fee, or equivalent, is being assessed against all similar leases for Port property and facilities executed on or after Oct. 1, 2020.

END OF ARTICLE

## ARTICLE 6. PERFORMANCE GUARANTEE

The Company will provide a letter of credit, an investment grade security or other means of collateral that may be acceptable to the parties to guarantee the performance of the lease. This security requirement shall expire after three (3) years of the anniversary of the final execution hereof.

Without limiting the generality of the foregoing, the minimum initial term of such letter of credit or quick pay bond shall be for a term of one (1) year. The security can be called and shall be payable in full upon the Company's receipt of written certification by the City that there exists an uncured Event of Default under this Lease by the Company.

The amount of such security shall at all times during the Lease Term be in an amount equal to fifty (50%) of the annual Base Rent payable to the City.

In the event City is required to draw down or collect against the Company's security due to an Event of Default hereunder, the Company shall, within ten (10) business days after City's written demand, either cause security to be replenished to its original value or provide a replacement security from another source so that the aggregate of letters of credit or quick pay bonds are equal to the total amount required above.

If the Company shall fail to obtain or keep in force such security required hereunder and does not promptly restore such security within ten (10) business days after City's written notice, such failure shall be an Event of Default under this Lease. The City's rights under this Article shall be in addition to all other rights and remedies provided to City under this Lease.

END OF ARTICLE

## ARTICLE 7. INSURANCE AND INDEMNIFICATION

### Section 7.01 **REQUIRED INSURANCE**

Prior to the Effective Date, the Company shall procure and maintain insurance of the types and to the limits specified herein, all of which shall be in full force and effect as of the Effective Date.

As used in this Article, “the City” is defined to mean the City of Pensacola itself and all political subdivisions thereof.

The amounts, forms, and types of insurance required to be provided and maintained by the Company shall conform to the following minimum requirements, each as/if applicable:

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<b>Insurance Requirements</b>		
	<b>Type</b>	<b>Amount</b>
(1)	Worker’s Compensation and Employer’s Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000 (including USL&H and Jones Act, if applicable)
(2)	Broad Form General Liability Policy to include coverage for the following (must include liability for marine vessels):	Combined Single Limit for Bodily Injury and Property Damage of \$5,000,000 per occurrence or its equivalent in excess or umbrella coverage with an aggregate of not less than \$5,000,000
	(A) Premises Liability	
	(B) Independent Contractors	
	(C) Personal Injury	
(3)	Property Insurance including flood insurance for physical damage to the property of the Company, including improvements and betterments to the Leased Premises and the PUAA Equipment	In an amount as determined by Company
(4)	Property Insurance for physical damage to the Facilities, including improvements and betterments to the Leased Premises, resulting from fire, theft, vandalism, windstorm, flood (if and to the extent any of the Facilities are located in a federally-designated special flood hazard area), and other risks commonly insured against for similar port improvements	In an amount as determined by Company
(5)	Automobile Liability (any automobile)	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence or its equivalent in excess of umbrella coverage, \$5,000,000 per occurrence or its equivalent in excess of umbrella coverage for vehicle(s) with access to the Air Operations Area.
(6)	Above Ground and/or Underground Storage Tank Liability (but only if such tanks exist at the Leased Premises)	\$1,000,000 per claim

**Section 7.02 POLICY ENDORSEMENTS; COPIES OF POLICIES; CERTIFICATES OF INSURANCE**

All insurance policies required by this Lease to be furnished by the Company shall be endorsed to provide that the insurance carrier shall give the City written notice at least thirty (30) days in advance of any cancellation or nonrenewal in coverage. In addition, Company shall promptly provide written notice to City of any material adverse change or restriction in coverage.

Each policy of property insurance shall be endorsed to name (or provide by blanket endorsement) the City as an Additional Insured and Loss Payee, as its interest may appear, and each policy of liability insurance shall be endorsed to name (or provide by blanket endorsement) the City as an Additional Insured.

As part of the City’s approval process for this Lease and thereafter within ten (10) business days after the City’s written requests from time to time (but no more than annually), the Company shall furnish certificates of insurance for all policies required to be provided by Company with respect to the Leased Premises or this Lease. Company acknowledges and agrees that City may require copies of Company’s applicable insurance policies if Company requests a change in the

scope of Company's use of the Leased Premises or related to request by Company to conduct special events or operations at the Leased Premises.

Certificates of property insurance shall be provided on the "Certificate of Insurance" form in the current ACORD form or as may otherwise be mutually agreed upon by the parties and approved by the Company's insurers. The name and address of the City on each certificate of insurance required by this Lease shall be: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, Florida 32521. In addition, Company will endeavor to additionally provide a copy of each Certificate of Insurance to Port of Pensacola, Attn: Port Director, PO Box 889, Pensacola, Florida 32591.

The Company shall immediately replace any cancelled, materially adversely change or restricted, or non-renewed policies with equivalent policies and shall provide to the City copies of Certificates of Insurance regarding the new policies, prior to the effective date of such cancellation or nonrenewal. All written notices of claims made to carriers that relate to the use, damage, impairment, or condition of the Leased Premises shall be copied to the City's Department of Risk Management at the following address: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, Florida 32521. An additional copy shall be sent to Port of Pensacola, Attn: Port Director, PO Box 889, Pensacola, Florida 32591.

#### **Section 7.03 INSURANCE OF THE COMPANY PRIMARY**

The insurance coverage required of the Company shall be considered primary, and all other insurance shall be considered as excess, over and above the Company's required coverage.

#### **Section 7.04 LOSS CONTROL, SAFETY, AND SECURITY**

The Company shall retain full control over its employees, agents, servants, contractors, customers, guests, and invitees, as well as its and their activities on and about the Leased Premises and the manner in which such activities shall be undertaken; to that end, the Company shall not be deemed to be an agent of the City. Precaution shall be exercised by the Company at all times regarding the protection of all persons, including employees, and property. The Company shall make reasonable effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected. The Company and its employees, agents, servants, contractors, customers, guests, and invitees, shall at all times comply with all federal and State laws with respect to Seaport Security, including but not limited to, the Port of Pensacola Seaport Security Plan, current edition as amended from time to time or any successor thereto, as/when applicable to the Company's operations upon the Leased Premises and its use of Port facilities.

#### **Section 7.05 ACCEPTABILITY OF INSURERS**

All policies written pursuant to this Article 7 shall be with insurers (i) licensed to do business in the State of Florida and (ii) carrying A.M. Best ratings of at least A-X or higher.

#### **Section 7.06 HOLD HARMLESS**

The Company, for itself and its successors and assigns, shall, and does hereby, covenant and agree to, FULLY AND FOREVER RELEASE, INDEMNIFY, DEFEND, and HOLD HARMLESS the City and its elected officials, employees, officers, directors, volunteers, and

representatives, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, arbitration awards, regulatory actions, administrative actions, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including, but not limited to, personal or bodily injury, death, environmental remediation and damage, and property damage, made upon or suffered or incurred by the City to the extent caused by to any breach or default by the Company under this Lease, or the negligent activities, acts or omissions of the Company under this Lease or at or within the Port, including, but not limited to, any acts or omissions of the Company, its successors or assigns, including any of its or their respective agents, officers, directors, representatives, employees, consultants, contractors or subcontractors, and their respective officers, agents, employees, directors, and representatives. The Company's indemnity obligations provided for in this Section shall not extend to and the Company and its respective insurers have no obligation to indemnify any third parties, including the City, its officers, or employees for any claims or liabilities arising from such parties' negligent or intentional acts or omissions. The City shall, upon notice thereof, immediately transmit to the Company every demand, notice, summons, or other process received in any claim or legal proceeding contemplated herein. Payments on behalf of the City under this Section 7.06 shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

**Section 7.07 NON-LIABILITY OF THE CITY**

The City shall not, in any event, be liable to the Company or to any other person or entity for any acts or omissions of the Company, its successors, assigns, or sublessees or for any condition resulting from the operations or activities of the Company or any such person or entity.

Without limiting the generality of the foregoing, the City shall not be liable for the Company's failure to perform any of the Company's obligations under this Lease or for any delay in the performance thereof, nor shall any such delay or failure be deemed a default by the City.

**Section 7.08 RESERVED**

**Section 7.09 NO WAIVER OF SOVEREIGN IMMUNITY**

Nothing in this Article shall be deemed a change or modification in any manner whatsoever of the method, conditions, limitations, or restrictions of preserving, asserting, or enforcing any claim or legal liability against the City. This Article shall in no way be construed as a waiver, in whole or in part, of the City's sovereign immunity under the Constitution, statutes and case law of the State of Florida.

END OF ARTICLE



## ARTICLE 8. COMMON PORT FACILITIES; INSPECTION OF FACILITIES

### Section 8.01 USE OF COMMON FACILITIES

The City hereby grants to the Company, and to the Company's agents, employees, customers, guests, and invitees, the following general, nonexclusive privileges, uses, and rights, subject to the Rules and Regulations, the payment of all applicable fees and charges, and the terms, conditions, and covenants of this Lease:

(a) The general use by the Company of all Common Port Facilities.

(b) The right of ingress to and egress from the Leased Premises over and across public roadways serving the Port for the Company, its agents, employees, customers, guests, invitees, suppliers of services, furnishers of materials, and permitted sublessees/sublicensees.

The privileges, uses, and rights granted or permitted under this Article shall be exercisable only if and to the extent necessary in connection with the Company's business on the Leased Premises permitted under Article 4 above.

### Section 8.02 COMPLIANCE

The rights and privileges granted pursuant to Section 8.01 above shall be exercised subject to and in accordance with all laws (including without limitation all Environmental Laws), ordinances, Rules and Regulations, and Port policies of the United States, the State of Florida, Escambia County, the City of Pensacola and the Port, including without limitation the rules and regulations promulgated with reference to navigation, security, and all applicable charter provisions, rules, regulations, and ordinances of the City, now in force or hereafter prescribed or promulgated by charter authority or by law.

### Section 8.03 INSPECTION OF FACILITIES AND IMPROVEMENTS

The City reserves the right to enter the Leased Premises during normal business hours with three (3) business days prior notice to the Company, unless in the event of an emergency in which event no prior notice is required, for the purpose of inspecting same or verifying that Environmental Laws, fire regulations, safety regulations, and other applicable laws, rules and regulations, as well as the provisions contained in this Lease, are being adhered to by the Company. During its presence in the Leased Premises, the City shall make reasonable efforts to avoid undue interference with the Company's operations.

END OF ARTICLE

ARTICLE 9. ACCEPTANCE AND CONDITION OF LEASED PREMISES

THE COMPANY HAS INSPECTED AND EXAMINED ALL OF THE LEASED PREMISES, INCLUDING WITHOUT LIMITATION THE FACILITIES AND ALL OTHER BUILDINGS, STRUCTURES, IMPROVEMENTS, FACILITIES, AND INFRASTRUCTURE. THE PARTIES AGREE THAT THIS LEASE IS GRANTED BY THE CITY, AT THE COMPANY'S REQUEST, AND THAT THE LEASED PREMISES AND ALL PORTIONS THEREOF SHALL BE AND HEREBY ARE ACCEPTED BY THE COMPANY IN THEIR "AS IS" CONDITION.

THE COMPANY HEREBY ACKNOWLEDGES AND AGREES THAT THE CITY LEASES THE LEASED PREMISES, INCLUDING ALL PORTIONS, PARTS, AND COMPONENTS THEREOF, TO THE COMPANY, AND THE COMPANY ACCEPTS THE LEASED PREMISES, AS IDENTIFIED IN EXHIBIT A OF THIS LEASE, FROM THE CITY, "AS IS, WHERE IS AND WITH ALL FAULTS" AS IDENTIFIED BY THE CITY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, OF ANY KIND WHATSOEVER, AND SUBJECT TO ALL DEFECTS, LATENT AND PATENT. THE CITY SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR, MAINTAIN, RENOVATE OR OTHERWISE INCUR ANY COST OR EXPENSE WITH RESPECT TO THE LEASED PREMISES OR ANY PORTION THEREOF UNLESS AND EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE.

THE COMPANY'S TAKING POSSESSION OF THE LEASED PREMISES SHALL BE CONCLUSIVE EVIDENCE OF THE COMPANY'S ACCEPTANCE THEREOF IN AN "AS IS" CONDITION AND THAT THE COMPANY DEEMS THE LEASED PREMISES SUITABLE FOR THE PURPOSES FOR WHICH THEY ARE BEING LEASED.

THE CITY MAKES NO REPRESENTATIONS REGARDING THE CONDITION OF THE LEASED PREMISES AND NO PROMISES TO IMPROVE THE SAME. ANY SUCH REPRESENTATIONS OR PROMISES PREVIOUSLY MADE, IF ANY, SHALL NOT BE BINDING UPON THE CITY UNLESS EXPRESSLY CAPTURED AND DETAILED IN THIS LEASE AGREEMENT.

END OF ARTICLE

## ARTICLE 10. CONSTRUCTION BY THE COMPANY

### Section 10.01 GENERAL REQUIREMENTS

The Company shall not construct, alter, remodel, renovate, remove, or demolish improvements on the Leased Premises without the prior written approval of the City, which approval shall not be unreasonably withheld, delayed, or conditioned.

In the event that the Company desires to construct, alter, remodel, renovate, remove, or demolish any improvements on the Leased Premises, it shall submit to the Port Director plans and specifications and a construction time schedule for such work prepared by Florida-registered architects and engineers, such other information and documents as may be required by the Port Director, all of which shall be in sufficient detail for the Port Director, to determine, whether or not the proposed work is consistent with the Company's use of the Leased Premises as defined in Section 4.01 but in any event the approval of proposed construction, remodel, renovation, removal or any other improvements for the Company business shall not be unreasonably withheld, delayed or conditioned, provided the proposed work is deemed to be consistent with Section 4.01 of this Lease. Upon pre-approval of reasonable estimated expenses as further described below, the Company will reimburse the City upon demand for the out of pocket expenses incurred by the City to review and act upon the Company's request, which expenses may include without limitation the fees and expenses of architects, engineers, attorneys and other professionals. Prior to engaging professionals or incurring other expenses, the City shall provide an estimate of those costs to the Company, and should the Company wish to continue its request, then the Company must approve of the expenses estimated to be incurred prior to incurring any responsibility for costs. The Port Director, acting on behalf of the City, shall have a total of thirty (30) days to provide written approval or disapproval of such work.

The Company shall not commence any such work unless and until the City, through the Port Director, has given its written approval of such work, and the Company has provided to the Port Director any payments, bonds and/or securities as required herein below.

Company shall be solely responsible for payment of all hard and soft costs of such work, and, prior to commencement of any work on the Leased Premises Company shall provide City with reasonably satisfactory evidence of Company's ability to pay the costs of such work as and when due.

Further, prior to the commencement of any such work, the Company shall procure and provide to the Port Director any and all additional approvals of such work and/or the plans and specifications for such work required by any federal, state, water management district, county, or municipal government, or authority, agency, officer, department, or subdivision thereof, having jurisdiction with respect to such work, and shall obtain and provide to the Port Director any and all requisite development, building and construction licenses, orders, permits, and approvals. The Company shall be solely responsible for obtaining and paying the costs of obtaining all required licenses, orders, permits, and approvals for such work.

All such work shall substantially conform to the plans and specifications, construction timetable and other documentations submitted to the City by the Company; all conditions and requirements

imposed by the City as a condition of its approval, including but not limited to applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including but not limited to the Rules and Regulations and the federal Americans with Disabilities Act and regulations thereunder. In no event shall the approval of the City required by this Article be deemed to be any acknowledgement by the City that such work or any plans, specifications, or other information or documentation submitted to the City complies or will comply with applicable laws, codes, ordinances, rules, and regulations, including but not limited to those of the City of Pensacola, and shall not relieve Company from obtaining all required governmental authorizations, permits and approvals, including but not limited to authorizations, permits and approvals required by the ordinances, codes, rules and regulations of the City of Pensacola, all of which shall be obtained prior to the commencement of such work. Further, the City, by giving its approval of such work, assumes no liability or responsibility therefor or for any defects in such plans and specifications or for any defects in any of such work.

Upon the commencement of any work permitted under this Article, Company shall thereafter diligently and continuously prosecute such work to completion within a reasonable time. Company shall cause all work on the Leased Premises to be performed and constructed by appropriately licensed contractors, with high quality, new materials, in a good and workmanlike manner, and pursuant to valid building permits. All improvements (expressly excluding, however, movable office furniture and trade fixtures, and trade equipment) installed or constructed on the Leased Premises by the Company shall be deemed to be the sole property of the Company during the Lease Term. Unless otherwise agreed by the Parties, all improvements shall remain upon and be surrendered with the Leased Premises upon the expiration or termination of the Lease Term. Company shall indemnify, defend and hold the City free and harmless from and against any and all liabilities, claims, demands, lawsuits, administrative proceedings, loss, and damages or any kind, including but not limited to attorneys' fees and costs, arising out of any work done or material supplied to the Leased Premises by or at the request of Company.

Prior to commencement of any work on the Leased Premises for a total cost (both hard and soft costs, as estimated by the City) in excess of Seventy-Five Thousand Dollars (\$75,000.00), Company shall provide to the City payment bonds obtained by each general or sub-contractor of Company ensuring performance of that general contractor's obligations under the construction contract between that general contractor and the Company and payment of that contractor's subcontractors and suppliers with respect to the construction, alteration, removal or demolition of any improvements. Each of the bonds must (i) be issued by a Qualified Surety (hereinafter defined), (ii) be in form and substance satisfactory to the City, (iii) run in favor of the City, (iv) be in the amount of the total cost of constructing, altering, removing or demolishing, as the case may be, the improvements as approved by the City, as such cost is stipulated in the construction contract between the Company and its general contractor, and (v) conform to the provisions of Section 255.05, Florida Statutes, whether or not such statute applies to such work, and any other statutory requirements. A "Qualified Surety" is a corporate surety or insurer authorized to do business, and to issue bonds for construction payment and performance, in the State of Florida and possessing a rating of A/VIII or better in A.M. Best's Insurance Reports.

Upon completion of all renovations, construction, alterations, or improvements on the Leased Premises, the Company shall provide to the Port Director an accurate and complete conformed set of "as built" plans and specifications, certified by the appropriate contractor(s) and design professional(s), and a copy of the government-issued Certificate of Occupancy, if required for such work.

**Section 10.02 CONSTRUCTION REQUIREMENTS**

Immediately upon receipt of all approvals by the City required by this Lease and all permits and approvals required by all federal, state, and local governmental units and agencies having jurisdiction, the Company shall proceed with construction of said improvements. Work shall not be performed on days or at times other than those approved in writing by the Port Director.

The Company shall construct all improvements and additions to the Leased Premises at its own expense. Although the City has the right to review proposed improvement plans, and not approve the plans if the plans are inconsistent with the Company's use of the Leased Premises, and construction quality and design control within the norms of the proposed construction or improvements, pursuant to the standards set forth above, if the City does approve the improvement plans, and the Company thereafter constructs the improvements, the improvements shall be commissioned and constructed at the Company's sole initiative and behest, and nothing herein shall be construed as an authorization by City to the Company to construct the improvements, or as an agreement by City to be responsible for paying for the improvements, and neither the Leased Premises, including those structural improvements constructed in compliance with Section 4.01 herein, nor the City's interest in said Leased Premises, shall be subjected to any construction lien for any improvements constructed by the Company hereunder.

Should the Company construct improvements, alterations, or additions without fulfilling its obligations hereunder, the Company shall remove said improvements, alterations, or additions if so directed by the City, and shall do so at its own expense and within the time limits specified.

The City shall, at any period during construction of the Company's improvements, alterations, or additions, have the right, but not the obligation, to inspect any or all construction work, workmanship, material and installation involved in, or incidental to, the construction or installation of the improvements, alterations, or additions, for conformance with the applicable standards set forth in this Lease and within normally acceptable industry practices, provided that such inspection shall not include internal work that is exclusively of an operations (non-structural) nature, and provided further that no such inspections shall be deemed to constitute consent to or approval of any such work.

Immediately upon completion of any improvements, alterations, or additions, the Company shall submit to the City a detailed, certified statement from the construction contractor(s), architect(s), and engineer(s) specifying the total construction costs, both hard costs such as building contractor and material costs and soft costs such as architect fees, financing costs, bond costs, letter of credit fees, attorney fees to review and negotiate construction contracts and resolution of construction issues and for loan closing, and design and closing costs, but excluding debt service.

END OF ARTICLE

## ARTICLE 11. LIENS PROHIBITED

Notwithstanding any other provision of this Lease, the City's fee simple estate and interest in the Leased Premises shall not be subject to any lien, statutory or otherwise, by reason of any improvements constructed or altered upon, removed from, or demolished on the Leased Premises or work, labor, services or materials performed upon or supplied to the Leased Premises, by or upon the order or request of the Company or its agents, employees or contractors, or any permitted sublessee of the Company, or anyone acting by, through or under the Company. All persons performing labor or service or furnishing materials to the Leased Premises on the order of the Company must look solely to the Company for payment. If the City notifies Company in writing that such a lien has been filed against the Leased Premises by Company or by any contractor or other entity performing work or providing services at the Leased Premises related to Company, then Company shall have the lien removed or bonded off and released of record at Company's sole cost and expense within thirty (30) days of Company's receipt of such written notice. The Company shall defend, indemnify and hold the City harmless from and against any such lien or claim or action thereon, together with costs of suit and reasonable attorneys' fees and costs incurred by the City in connection with any such lien, claim or action. In addition to complying with all requirements of Article 10 above, before commencing any work of any kind on or to the Leased Premises with a cost of \$75,000.00 or more, the Company shall give the City at least ten (10) business days' written notice of the proposed work and proposed commencement date in order to afford the City an opportunity to post appropriate notices of non-responsibility.

END OF ARTICLE

## ARTICLE 12. MAINTENANCE AND REPAIR

### Section 12.01 NET LEASE

This Lease constitutes a net lease of the Leased Premises and, notwithstanding any language herein to the contrary, it is intended and the Company expressly covenants and agrees that all Base Rent, Additional Rent, and other payments herein required to be paid by the Company to the City shall be absolutely net payments to the City, meaning that, during the Lease Term, the City is not and shall not be required to expend any money or do any acts or take any steps affecting or with respect to the use, occupancy, operation, maintenance, preservation, repair, restoration, protection, or insuring of the Leased Premises, or any part thereof, notwithstanding any contrary provision in this Lease.

### Section 12.02 COMPANY RESPONSIBILITIES

Notwithstanding the provisions of any previous lease of any of the Leased Premises or any previous course of dealing, course of performance, or understanding between the City and the Company, the Company shall, throughout the Lease Term of this Lease, be solely and entirely responsible for all costs and expenses for, related to or arising out of the use, operation, repair, maintenance and replacement of the Leased Premises, including but not limited to, the Facilities, all buildings, improvements, pavement, fencing, landscaping, irrigation, foundations, utility lines, doors, locks, windows, ceilings, partitions, walls, interior and exterior lighting, roofs, drainage installations, curbs, islands, sidewalks, driveways, parking areas, and improvements thereon and all components thereof, whether such repair, maintenance or replacement be ordinary, extraordinary, structural, or otherwise. Additionally, without limiting the foregoing, the Company shall:

(a) At all times perform commercially reasonably routine maintenance and preventive maintenance of the Leased Premises, the Facilities, and all buildings, improvements, and pavement on the Leased Premises and all components thereof and maintain all of the foregoing in a good and clean condition, repair and preservation;

(b) Replace or substitute any fixtures, equipment and components that have become inadequate, obsolete, worn out, unsuitable, or undesirable with replacement or substitute new fixtures, equipment and components of equal or greater value, free of all liens and encumbrances, that shall automatically become a part of the buildings and improvements;

(c) At all times keep the grounds, pavement and exterior of the Leased Premises, its buildings and improvements, fixtures, landscaping, equipment, and personal property in a maintained, clean, and orderly condition and appearance;

(d) Provide, and maintain in good working order, all obstruction lights and similar devices, fire protection and safety equipment, and all other equipment of every kind and nature required by applicable laws, rules, orders, ordinances, resolutions, or regulations of any competent authority, including the City and the Port Director, provided that such rules, regulations, and ordinances shall be applicable in a non-discriminatory manner to all similarly situated parties;

(e) Observe all insurance regulations and requirements concerning the use and condition of the Leased Premises for the purpose of reducing fire hazards and increasing the safety of the Company's operations on the Port;

(f) Repair any damage to paving or other surfaces of the Leased Premises or the Port caused by the Company, its employees, agents, sublessees, licensees, contractors, suppliers, guests or invitees as the result of any oil, gasoline, grease, lubricants, flammable liquids, or substances having a corrosive or detrimental effect thereon or as the result of any cause whatsoever; but in no event shall this relieve the City of its' obligations to maintain the land not a portion of the leased premises in good working order for the operations of the Company's business as defined in Section 2.01;

(g) Comply with the Port's Storm Water Pollution Prevention Plan and plan and take measures to prevent erosion;

(h) Be responsible for the maintenance and repair of all utility services lines upon and serving the Leased Premises, including, but not limited to, water and gas lines, electrical power and telephone conduits and lines, sanitary sewers, and storm sewers;

(i) Keep and maintain all vehicles and equipment operated on the Port by the Company in safe condition, good repair, and insured, as required by this Lease;

(j) Replace broken or cracked plate glass, paint/repaint structures upon the Leased Premises, regularly mow all grass within the Leased Premises, and weed and maintain any landscaping retain or installed by the Company on the Leased Premises; and

(k) Provide and use suitable covered metal receptacles for all garbage, trash, and other refuse; assure that boxes, cartons, barrels, or similar items are not piled in an unsightly, unsafe manner on or about the Leased Premises; provide a complete and proper arrangement, satisfactory to the Port Director, for the adequate sanitary handling and disposal away from the Port, of all trash, garbage, and refuse resulting from operation of the Company's business.

### **Section 12.03 SAFE, CLEAN AND ORDERLY OPERATION**

During the Lease Term, the Company agrees to maintain all portions of the Leased Premises, and any improvements, alterations, or additions thereon, in a safe, clean, and neat condition, and not permit any accumulation of wreckage, debris, or trash. The Company agrees to provide for complete, proper and adequate sanitary handling and disposal, away from the Port, of all trash, garbage, waste and other refuse caused as a result of the Company's operations; to provide and use suitable covered metal receptacles, to be approved by the Port Director, for all trash, garbage and other refuse on or about the Leased Premises, and not to pile boxes, cartons, carts, drums, or the like on the outside of the buildings, or dump any waste matter of any nature, in a liquid state or otherwise, on the Leased Premises nor to permit contamination of the Port's stormwater or sanitary sewer systems.



The Company agrees to promptly install, without cost or expense to the City, any other device or devices for the handling and disposition of refuse and all manner of waste (liquid or otherwise) as may reasonably be required by the City or the Port Director.

Should the Company fail to comply with the terms and conditions of this Article within a period of thirty (30) days following written notice of such failure, or for those items that cannot be reasonably cured within 30 days, or the Company fails to diligently pursue remediation of the failure, the city reserves the right to take any action to cure said failure. Should the City take action to cure failures, the Company shall pay to the City an amount equal to the City's cost for such actions. Said payment is Additional Rent and is to be made by the 10th day of the following month in addition to any other payments.

**Section 12.04 OTHER SERVICES**

At its own expense the Company shall provide interior and exterior painting, janitorial, trash removal and all other services necessary or desirable for the operation of the Company's business on the Leased Premises permitted under Article 4 above. The Port provides 24/7/365 controlled gate access to the Port facility as well as a roving patrol during normal operating hours. Should the Company require specialized security services at its Leased Premises, the Company must contract for same separately and may engage any properly licensed security services provider for the provision of same.

**Section 12.05 QUARTERLY CONDITION SURVEYS**

The Port's Maintenance Superintendent or other Port representative as designated by the Port Director, together with a representative of the Company may, at the City's option, inspect the Leased Premises quarterly to observe and note its condition, cleanliness, and existing damage and to determine required repairs and maintenance, provided that such inspections do not materially interfere with the Company's use of the Leased Premises. Neither the City's inspection of the Leased Premises nor the City's failure to inspect the Leased Premises shall relieve the Company of any of its obligations under this Lease or applicable law.

**Section 12.06 PERFORMANCE**

In the event that the Company refuses or fails to undertake and complete any maintenance, repair or replacements within thirty (30) days after written notice from the Port Director or, in the event of exigent circumstances, such lesser time as the Port Director specifies in such written notice, then and in any such event the City shall have the right, but not the obligation, to perform such maintenance, repair or replacement on behalf of and for the Company. The costs of such maintenance, repair or replacement, plus ten percent (10.0%) for administration, shall be reimbursed by the Company to the City no later than 30 days following receipt by the Company of written demand from the City for same.

**Section 12.07 UTILITIES**

The Company shall, at no cost to the City or Port, arrange for all utilities necessary to serve the Leased Premises and promptly pay when due all the utilities costs incurred with respect to the Leased Premises. The Company shall pay or cause to be paid any and all charges for water, heat, gas, electricity, sewer, telephone, internet, cable, and any and all other utilities used on the Leased Premises throughout the Lease Term, including, but not limited to, any connection fees

and any and all additional third party costs related to utility connection, metering, maintenance, repair, and usage.

The Company shall be responsible for the maintenance and repair of all exterior telephone, internet, cable, water, gas, sewer, and electrical utility lines required for the Leased Premises commencing at the point(s) where said utilities enter upon the Leased Premises. The City shall have no obligations related to said maintenance and repair. The Company shall coordinate any required maintenance and repair with the appropriate utility company and the office of the Port Director.

The City reserves to itself the right, at its expense, to install, maintain, repair, replace, or remove and replace water and sewer pipes, electrical lines, cable lines, internet lines, gas pipes, and any other utilities or services located on the Leased Premises as necessary or appropriate, in the City's judgment, to make such utilities available to the City or other tenants, together with the right to enter the Leased Premises at all reasonable times in order to accomplish the foregoing, provided, however, that (i) the City shall not disrupt the operations of the Company without prior written approval of the Company and shall take reasonable precautions to avoid the disruption of the Company's authorized activities; (ii) the alteration and additions after installation do not lessen the utilities previously available to the Company; (iii) the City and/or the ultimate user of such utilities will be responsible to repair and maintain such utilities; and (iv) such utilities will be separately metered for different users.

Throughout the Lease Term, the Company shall not render any utility lines inaccessible.

#### **Section 12.08 UTILITIES SUPPLY OR CHARACTER**

The City shall not be liable in any way to the Company for any failure or defect in the supply or character of electrical energy, internet service, cable service, gas, water, sewer, or other utility service furnished to the Leased Premises by reason of any requirement, act, or omission of the City in its capacity as a utility provider or of any public utility providing such service or for any other reason other than due to the City's gross negligence or willful misconduct with respect to the Leased Premises. The City shall have the right to shut down electrical and other utility services to the Leased Premises when necessitated by fire, safety or emergency exigencies, and in advancement of and consistent with the provisions of Section 12.07 herein above whether the need for such utility work arises with respect to the Leased Premises or any other facility at the Port. Whenever reasonable under the circumstances, the City shall give the Company not less than five (5) days' prior notice of any such utility shutdown. In no event shall the planned loss of utility services occur during normal manufacturing hours without the express knowledge and written consent of the Company. The City shall not be liable to the Company for any losses, including the loss of income or business interruption, resulting from any interruptions or failure in the supply of any utility to the Leased Premises whether said utility supply is controlled by the City or by a public utility provider.

END OF ARTICLE

## ARTICLE 13. TITLE TO IMPROVEMENTS AND PERSONAL PROPERTY

### Section 13.01 TITLE TO IMPROVEMENTS

Title to all permanent buildings, structures, pavement, and other improvements presently existing upon the Leased Premises or any part thereof is vested in the City. Improvements made upon the Leased Premises by the Company, except those structural improvements constructed in compliance with Section 4.01 herein, shall for financial purposes, be owned and claimed by the Company during the Lease Term.

Title to all permanent buildings, structures, pavement, and other improvements not considered to be trade fixtures or personal property of the Company constructed or installed on the Leased Premises by the Company during the Lease Term, shall become vested in the City immediately and automatically upon completion thereof, without notice to the Company or any action by the City.

### Section 13.02 TITLE TO PERSONAL PROPERTY

Except as otherwise provided in this Section 13.02, all trade fixtures and equipment and other business personal property installed or placed by the Company at its sole expense, in the Leased Premises that can be removed without structural damage to the Leased Premises or any other City-owned property shall remain the property of the Company, subject, however, to the provisions of this Section 13.02, unless otherwise provided in subsequent agreements between the Company and the City. The Company shall have the right at any time during the Lease Term and prior to its expiration or earlier termination of this Lease to remove any and all of said property from the Leased Premises including, without limitation, the existing trailer, tool shed and conveyors. The Company shall promptly repair or pay for all damages, if any, resulting from such removal, Ordinary Wear and Tear excepted. All City property damaged by or as a result of removal of the Company's property by the Company shall promptly be restored at the Company's expense to substantially the same condition as it was prior to such damage, Ordinary Wear and Tear excepted.

Notwithstanding the foregoing but expressly subject to Section 3.04, above, any and all property not removed by the Company prior to the expiration of the Lease Term or the earlier termination of this Lease shall become a part of the land upon which it is located and title thereto shall automatically vest in the City with prior written notice to the Company within ten (10) days of suggested transfer of ownership. The City reserves the right to remove and dispose of any or all of such property not removed by the Company prior to the expiration of the Lease Term or earlier termination of this Lease, without any liability or obligation to the Company.

The provisions of this Section shall survive the expiration of the Lease Term or earlier termination of this Lease, as the case may be, and shall be fully enforceable by the City against the Company notwithstanding the termination of this Lease.

END OF ARTICLE

## ARTICLE 14. ENVIRONMENTAL COMPLIANCE

### Section 14.01 ENVIRONMENTAL LAWS

The Company shall, at all times, abide by all Environmental Laws applicable to, concerning, or arising from the Company's actions or inactions resulting directly or indirectly from its occupancy, use, or lease of the Leased Premises, including, without limitation, state and federal laws regulating storm water runoff contamination and pollution prevention, numeric nutrient criteria requirements, state and federal laws regulating soil, water, and groundwater quality, and state and federal laws regulating air quality. Prior to the beginning of any Lease Term, the Company shall identify in writing to the Port Director and its Fire Department all Hazardous Substances that are or may be used in the course of its occupation of the Leased Premises. The City acknowledges and agrees that the Company currently utilizes a 550-gallon skid mounted diesel tank on the Leased Premises and such tank is hereby deemed reported to the Port Director and its Fire Department pursuant to the previous sentence. This list shall be updated by Company in March of each year and include quantities of materials stored on the Leased Premises. Subject to any notice provisions contained in this Lease, the City shall have the right to inspect the Leased Premises at any reasonable time to ensure compliance with Environmental Laws and the provisions of this Article.

The City, acting through its Port Director, has the right to limit the amount of Hazardous Substances used and stored on the Leased Premises that are not reasonably used in the course of manufacturing for the authorized purposes herein.

The Company shall comply with the Port's Storm Water Pollution Prevention Plan and all amendments thereto irrespective of whether it has its own Storm Water Pollution Prevention Plan.

The Company shall not, directly or indirectly, allow the disposal or discharge of Hazardous Substances on the Leased Premises or other Port property, but in no way does this prohibit material to be properly stored in the Leased premises consistent with the proposed use of the premises and consistent with all applicable laws governing storage of same.

The Company shall be solely responsible for the payment of any and all fines, fees, penalties, assessments or citations issued as a result of the Company's failure to comply with applicable environmental laws whether such fine, fee, penalty, assessment or citation be issued to the Company directly or the City or Port as the property owner.

### Section 14.02 ENVIRONMENTAL CONDITIONS

The City represents and warrants to its actual knowledge without independent investigation that:

- (i) it has not received any notice of violation of any environmental laws with respect to the Leased Premises or any property adjacent to the Leased Premises.
- (ii) it has not been a party to any actions, suits, proceedings or damage settlements related in any way to contamination in, upon, over or from the Leased Premises; and
- (iii) the Leased Premises is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites, CERCLIS, or any other list of hazardous sites maintained by any federal, state or local government agency.

**Section 14.03 REMEDIATION OF ENVIRONMENTAL CONDITIONS**

If, following the vacating, abandonment or surrender of the Leased Premises or any portion thereof by the Company, an assignee or a sublessee, the City has reason to believe any contamination of the Leased Premises occurred during the Lease Term, the City may at its own cost and expense undertake any environmental site assessment(s) need to verify the existence and extent of any such contamination. Should any contamination attributable to the activities of the Company, an assignee or a sublessee be confirmed, the responsible party shall be required to perform any and all assessments, remediation, and/or monitoring activities required by law at its sole cost and expense.

**Section 14.04 ENVIRONMENTAL REPORTS**

The Company promptly shall provide to the Port Director, on an ongoing basis and as updates are required, copies of all Company environmental permits and reports related to the Leased Premises, as well as any notices, orders, decrees, citations, or inspection reports issued by environmental regulatory authorities.

**Section 14.05 SURVIVAL OF OBLIGATIONS**

The obligations of this Article shall survive the expiration, termination, and full or partial assignment of this Lease, as well as the sublease of all or any portion of the Leased Premises.

**Section 14.06 NPDES AND SWPPP**

The Company shall comply with the requirements of the National Pollutant Discharge Elimination System (NPDES) program delegated by the United States Environmental Protection Agency (EPA) to the state of Florida and administered in part by the Florida Department of Environmental Protection (FDEP). The City and the Company are required to be covered by a Multi-Sector Generic Permit (MSGP) which is currently identified as “co-located permittees,” and the Company shall submit the required Notice of Intent (NOI) to FDEP and provide a copy of the NOI and related Storm Water Pollution Prevention Plans (SWPPP) to the City. The Port Administrative Office maintains copies of the most current SWPPP for tenants. All tenants and users (including the Company) are responsible for obtaining and maintaining a current copy of the SWPPP, as well as informing and familiarizing their employees, agents, contractors, and visitors of the SWPPP contents and their responsibilities thereunder. The City has control over the establishment and implementation of all policies relating to storm water associated with port docks and tenant areas, including the Leased Premises. All tenants and users (including the Company) shall comply with the most current SWPPP and with the most current Best Management Practices (BMPs) applicable to their facilities and operations contained in the document entitled “Port Pensacola BMPs for Potential Pollutant Sources,” copies of which are available from the Port Director.

END OF ARTICLE

## ARTICLE 15. EVENTS OF DEFAULT; REMEDIES; TERMINATION

### Section 15.01 COMPANY EVENTS OF DEFAULT

The occurrence of any one or more of the following events (each such event being referred to in this Lease as an “Event of Default”) shall constitute a material default and breach of this Lease by the Company:

(a) The Company fails to make any monetary payment required to be made by the Company hereunder, as and when due, and such failure shall continue for a period of five (5) business days after written notice thereof by the City to the Company; or

(b) The Company materially fails to observe, keep, or perform any of the material terms, covenants, agreements, and conditions of any of Articles 4, 6, 7, 10, or 19, and such failure shall continue for a period of fifteen (15) business days after written notice thereof by the City to the Company; or

(c) The Company materially fails to observe or perform any material covenant, condition or provision of this Lease to be observed or performed by the Company, other than as described in subparagraph (a) or (b) above or subparagraphs (d), (e), (f), (g), or (h) below, and such failure shall continue for a period of thirty (30) days after written notice thereof by the City to the Company; provided, however, that if the nature of such failure is such that more than thirty (30) days are reasonably required for its remedy or cure, then such 30-day period shall be extended for up to thirty (30) additional days provided that the Company begins such remedy or cure within such 30-day period and thereafter diligently and continuously prosecutes such remedy or cure to completion within such additional 30-day period; or

(d) The Company files a voluntary petition in bankruptcy or any petition or answer seeking or acquiescing in any reorganization, rehabilitation, arrangement, composition, readjustment, liquidation, dissolution or other relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or an order for relief is entered in an involuntary bankruptcy case filed against the Company; or the Company seeks or consents to or acquiesces in the appointment of any trustee, custodian, receiver or liquidator of itself or of all or any part of its assets or any interest therein; or the Company shall make a general assignment for the benefit of its creditors; or the Company commits any act providing grounds for the entry of an order for relief under any chapter of the federal bankruptcy code; or

(e) A petition or case is filed against the Company seeking any reorganization, rehabilitation, arrangement, composition, readjustment, liquidation, dissolution or other relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, custodian, receiver or liquidator of the Company or of all or any part of its assets or any interest therein, and such petition, case or appointment is not dismissed within sixty (60) days after such filing or appointment; or

(f) The Company abandons all or any material part of the Company's business on the Leased Premises permitted under Article 4 above or ceases to conduct all or any material part of the Company's business at the Leased Premises permitted under Article 4 above for forty-five (45) days during any period of ninety (90) consecutive days provided that any such abandonment or cessation of conduct of business caused by an event of force majeure pursuant to Section 23.07 shall not be deemed to be a breach by Company hereunder; or

(g) The Company knowingly employs or contracts with or for work or services performed on or from the Leased Premises, any unauthorized alien as described by Section 274(e) of the Federal Immigration and Nationalization Act. Failure to comply with this paragraph (g) shall not constitute a material breach by the Company, provided the Company has undertaken reasonable efforts to ensure compliance with the Act through its practices and policies.

**Section 15.02 REMEDIES.**

Upon the occurrence of any Event of Default, the City may at any time thereafter, with or without notice or demand (except as expressly specified in Section 17.01 above or elsewhere in this Lease), and without limiting the City in the exercise of any right or remedy that the City may have by reason of such Event of Default:

(a) Terminate the Company's right to possession of the Leased Premises by any lawful means, in which case this Lease shall terminate and the Company shall surrender possession of the Leased Premises to the City within the provisions of the lease termination. In such event the City shall be entitled to recover from the Company all damages incurred by the City by reason of the Company's default, including but not limited to the cost of recovering possession of the Leased Premises; cost of repairs for any and all damages to the Leased Premises, Ordinary Wear and Tear excepted; cost of any repairs or improvements required to bring the Leased Premises up to code and obtain an Certificate of Occupancy, if said Leased Premises is left in an untenable state by the Company; and the worth at the time of award by the court having jurisdiction thereof of (i) the amount of unpaid Rent and other unpaid amounts under this Lease which had been earned at the time of termination, and (ii) the unpaid Rent and other amounts under this Lease which would have been earned after termination until the time of award. The worth at the time of award of the sums referred to in clauses (i) and (ii) above shall be computed by allowing interest from the due date at the greater of five percent (5%) per annum or the legal rate applicable to money judgments entered by the courts of the State of Florida provided that such rate shall not exceed eight percent (8%).

(b) Without terminating this Lease, enter and repossess the Leased Premises, remove the Company's property and signs therefrom, and re-let the same for such rent and upon such terms as shall be satisfactory to the City without such re-entry and repossession working a forfeiture of the Rent and other amounts to be paid and prior to the lease termination, the covenants to be performed by the Company during the remaining Lease Term. For the purpose of such re-letting, the City shall be entitled to make any repairs, changes, alterations or additions in or to the Leased Premises that may be necessary or convenient, and the City shall be entitled to recover from the Company the cost of repairs for any and all damages to the Leased Premises, Ordinary Wear and Tear excepted; and, cost of any repairs or improvements required to bring the

Leased Premises up to code and obtain an Certificate of Occupancy, if said Leased Premises is left in an untenable state by the Company.

(c) Maintain the Company's right to possession, in which case this Lease shall continue in effect whether or not the Company shall have abandoned the Leased Premises. In such event the City shall be entitled to enforce all of the City's rights and remedies under this Lease, including the right to recover Rent and other amounts as they become due hereunder.

(d) Pursue any other remedy now or hereafter available to the City at law or in equity under the laws or judicial decisions of the State of Florida, including without limitation any right or remedy available to a creditor under the Uniform Commercial Code.

**Section 15.03 RIGHTS AND REMEDIES OF THE CITY CUMULATIVE**

All rights and remedies of the City herein created or otherwise existing or arising at law or in equity by reason of any Event of Default are cumulative, and the exercise of one or more rights or remedies shall not operate to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently. Further, failure by the City to take any authorized action upon the occurrence of an Event of Default shall not be construed to be or act as a waiver of said Event of Default or of any subsequent Event of Default. The City's acceptance of Base Rent, Additional Rent or other amounts or payments by the Company for any period or periods after the occurrence of an Event of Default shall not be deemed a waiver of such Event of Default or a waiver of or estoppel to enforce any right or remedy on the part of the City arising or existing by reason of such Event of Default.

END OF ARTICLE



## ARTICLE 16. HOLDING OVER

It is agreed and understood that any holding over by the Company, with the City's written consent, after the termination of this Lease, shall not serve to renew and extend same, but shall operate and be construed as a tenancy from month-to-month, subject to all terms and conditions of this Lease, including without limitation all Rent provisions.

Should the Company hold over without the City's written consent, the Company agrees to pay to the City, as monthly Rent during such period of holding over, for such Leased Premises for each month until the Company completely vacates the Leased Premises, one hundred fifty percent (150%) of the sum of Base Rent payable for the last month of the Lease Term, including without limitation applicable taxes, as well as all Additional Rent and other fees and charges required by this Lease or by City ordinance to be paid by the Company.

The Company shall be liable to the City for all loss or damage resulting from any holding over against the City's will after the termination of this Lease, whether such loss or damage may be contemplated at this time or not. It is expressly agreed that acceptance of the foregoing rental by the City, in the event that the Company fails or refuses to surrender possession, shall not serve to grant the Company any right to remain in possession beyond the period for which such amount has been paid nor shall it constitute a waiver by the City of its right to immediate possession thereafter.

END OF ARTICLE

## ARTICLE 17. ASSIGNMENT AND SUBLEASE

### Section 17.01 LEASE ASSIGNMENT

The Company shall not assign this Lease or the Company's interest in or to the Leased Premises, or any part thereof, without first having obtained the City's prior written consent which consent may be given or withheld in the City's sole and absolute discretion; provided, however, that this section is not intended to apply to or prevent the assignment of this Lease, in its entirety, to any corporation or other entity with which the Company may merge or to an Affiliate or Subsidiary. Should there be an internal assignment by the Company of the lease to an entity that has common ownership or is otherwise an Affiliate or Subsidiary or a transfer of the equity ownership of the Company to an Affiliate or Subsidiary, then no approval by the City is required, but the Company shall provide prompt written notice of any such assignment. Nothing in this provision shall impair the responsibilities of the Company to the City until the City provides any required approval of the assignment. Without limiting the foregoing, it is a precondition to City review and approval of a requested assignment of this Lease that there shall then exist no uncured Event of Default nor any event or state of facts which with notice or the lapse of time, or both, would constitute an Event of Default. Any transfer of more than fifty percent (50%) of the equity ownership of the Company other than to an Affiliate or Subsidiary, whether such transfer of equity ownership occurs pursuant to a single transaction or a series of related transactions, shall be deemed to be an assignment of this Lease for purposes of this Section 17.01.

In the event that the Company requests permission to assign this Lease in whole or in part, the request shall be submitted to the Port Director not less than thirty (30) days prior to the proposed effective date of the assignment requested, and shall be accompanied by a copy of the proposed assignment agreement(s) and of all agreement(s) collateral thereto, together with the following information and any other reasonable and pertinent information requested by the Port Director: the identity and contact information of the assignee, whether the requested assignment is a full or partial assignment of this Lease, the type of business to be conducted on the Leased Premises by the assignee, and reasonable financial history and financial information of the Assignee if the purpose of the Leased premises is to be different than the proposed usage in Section 2.01.

### Section 17.02 LEASED PREMISES SUBLEASE

The Company shall not sublet the Leased Premises or any part thereof other than to an Affiliate or Subsidiary, regardless of the time period, without having first obtained the City's prior written consent, which consent shall not be unreasonably withheld. Without limiting the generality of the foregoing, it is a precondition to City review and approval of a proposed sublease of the Leased Premises that there shall then exist no uncured Event of Default nor any event or state of facts that with notice or the lapse of time, or both, would constitute an Event of Default.

In the event that the Company requests permission to sublet the Leased Premises in whole or in part, except to an Affiliate or Subsidiary, the request shall be submitted to the Port Director not less than sixty (60) days prior to the proposed effective date of the sublease requested, and shall be accompanied by a copy of the proposed sublease agreement(s) and of all agreement(s) collateral thereto, together with the following information and any other information requested by the Port Director: the identity and contact information of the sublessee, a description of the part of the Leased Premises to be subleased, a statement of the entire consideration to be

received by the Company by reason of such sublease (including but not limited to sublease rent and other fees and charges payable by the sublessee), the type of business to be conducted on subleased premises by the sublessee, and reasonable financial history and financial information of the sublessee.

For purposes of this Section 17.02 and Section 17.03 below, “sublease” and related terms shall include, without limitation, any sublease, license, or agreement, regardless of how denominated, that permits a third party to occupy or use all or any part of the Leased Premises other than those persons who use the Leased Premises in the ordinary course of Company’s business for the use permitted under Article 4 above.

**Section 17.03 CONSUMMATION OF ASSIGNMENT OR SUBLEASE**

The City’s consent for the assignment or sublease for which the City’s consent is required and for which such consent has been given shall be by written instrument, in a form reasonably satisfactory to the Port Director and the City Attorney, and shall be executed by the assignee or sublessee who shall agree, in writing, for the benefit of the City, to be bound by and to perform all the terms, covenants, and conditions of this Lease. Four (4) executed copies of such written instrument shall be delivered to the City. Failure either to obtain the City’s prior written consent or to comply with the provisions of this Lease shall serve to prevent any such transfer, assignment, or sublease from becoming effective and shall constitute an Event of Default by the Company.

The Company agrees and acknowledges that it shall remain fully and primarily liable for all obligations of lessee under this Lease, notwithstanding any full or partial assignment of this Lease or any sublease of all or any portion of the Leased Premises.

Notwithstanding Section 23.20, the City shall reasonably cooperate with the Company, to the greatest extent permitted by applicable law, in protecting any confidential information required to be provided to the City in connection with any of the foregoing consents.

END OF ARTICLE

**ARTICLE 18. DAMAGE OR DESTRUCTION OF LEASED PREMISES;  
TAKING BY EMINENT DOMAIN**

**Section 18.01 LEASED PREMISES -- DAMAGE OR DESTRUCTION**

If at any time during the Lease Term, the Leased Premises shall be so destroyed or so injured by fire or other casualty as to be unfit for full occupancy and use by the Company, and such destruction or injury could reasonably be repaired within one hundred eighty (180) days from the date of such destruction or injury, then the Company shall not be entitled to surrender possession of the Leased Premises; provided, however, that the Company's obligation to pay Rent shall be equitably reduced to the extent of the diminution in use to the Company resulting from such destruction or injury until full use and occupancy is restored to the Company. The Company shall repair the damage with all reasonable speed at least to the extent of the value and as nearly as possible to the character and quality of the building and improvements existing immediately prior to such occurrence, Ordinary Wear and Tear excepted.

If the Leased Premises shall be so destroyed or injured by fire or other casualty that such destruction or injury could not reasonably be repaired within one hundred eighty (180) days from the date of such destruction or injury, the Company shall have the option, upon written notice given to the City within thirty (30) days from the date of such destruction or injury, to terminate this Lease, and upon giving of such notice this Lease shall be terminated as of the date of such destruction or injury. In the event the Company elects not to terminate this Lease in accordance with the foregoing options, the Company's obligation to pay Rent shall be equitably reduced to the extent of the diminution in use to the Company resulting from such destruction or injury until full use and occupancy is restored to the Company and the Company shall repair the damage and restore or rebuild the building and improvements as promptly as reasonably possible after the one hundred eighty (180) day period.

Notwithstanding the foregoing provisions of this Article, in the event of damage or destruction, as aforesaid, such that fifty percent (50%) or more of the total floor area of the Facilities is rendered unfit for occupancy and use by the Company during the last three (3) years of the Lease Term, then either Party shall have the option, upon written notice given to the other Party within thirty (30) days from the date of such destruction or injury, to terminate this Lease, and upon the giving of such notice this Lease shall be terminated as of the date of such destruction or injury.

**Section 18.02 TAKING BY EMINENT DOMAIN**

In the event that the Leased Premises or any portion thereof shall be taken for public or quasi-public use or condemned under eminent domain, the Company shall be entitled to claim or have paid to the Company compensation, loss of business facilities or damages but nothing herein contained shall be construed to prevent the Company from asserting against the condemn or any separate claim for damages to the Company occurring by reason of said condemnation, including without limitation loss or damage to leasehold improvements, personal property, business, fixtures, goodwill, cost of removing fixtures or equipment or loss of future profits.

In the event of any such taking or condemnation referred to in the preceding paragraph, then if and when there is an actual taking, in whole or in part, of physical possession of the Leased Premises which shall render the Leased Premises unfit for the use and occupancy by the

Company substantially as used and occupied prior to such taking, the Company may terminate this Lease. The Leased Premises shall be deemed to be unfit for use by the Company if the area of the portion thereof remaining after such taking is less than sufficient to accommodate the operations carried on by the Company just prior to such taking. If the Company elects to terminate this Lease as provided above, it shall give written notice to the City within thirty (30) days after the later of (a) the entry of the final order of court authorizing the taking or appropriation or the date of settlement, as the case may be, or (b) the taking of physical possession by the condemner.

END OF ARTICLE

## ARTICLE 19. FEDERAL, STATE, AND LOCAL REGULATIONS

### Section 19.01 COMPLIANCE WITH RULES AND REGULATIONS

The Port Director is charged with administering the provisions of this Lease, and is authorized from time to time to promulgate and enforce such Rules and Regulations and policies as the Port Director deems necessary. All such Rules and Regulations and policies so promulgated shall not be inconsistent with any legally authorized rule or regulation of any federal or State of Florida agency, which is binding in law on the Company, as the same now are or may from time to time be amended or supplemented, nor inconsistent with the reasonable exercise by the Company of any right or privilege granted under this Lease shall be applicable in a non-discriminatory manner to all similarly situated parties.

The Company shall not, and the Company shall not suffer or knowingly permit any of its officers, representatives, agents, employees, guests, patrons, contractors, subcontractors, licensees, subtenants, invitees, or suppliers to, violate or to cause another person to violate any of the Rules and Regulations while engaged in activities related to this Lease.

### Section 19.02 COMPLIANCE WITH LAW

The Company shall not use the Port or any part thereof, or knowingly permit the same to be used by any of its employees, officers, agents, subtenants, contractors, invitees, or licensees for any illegal purposes.

At all times during the Lease Term, the Company shall, in connection with its activities and operations at the Port:

Comply with and conform to all applicable current and future statutes and ordinances, and regulations promulgated thereunder, of all federal and State of Florida agencies of competent jurisdiction that apply to or affect, either directly or indirectly, the Company or the Company's operations and activities under this Lease. Without limiting the generality of the foregoing, the Company shall comply with the United States of America, United States Department of Homeland Security, United States Citizenship and Immigration Services E-Verify in order to implement the legal requirements of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101), as may be amended from time to time, and federal regulations promulgated thereunder that may be applicable as a result of activities conducted by the Company.

Subject to the prior written approval of the Port Director, make, at its own expense, all improvements, repairs, and alterations to the Leased Premises and all buildings and improvements thereon and to its equipment and personal property that are required to comply with or conform to any of such statutes, ordinances, or regulations. Notwithstanding the foregoing, if the cost of such improvements, repairs or alterations exceeds fifty percent (50%) of the remaining Base Rent in the Lease Term, the Company shall have the right to terminate this Lease on thirty (30) days written notice to the City.

Regarding the City, be and remain an independent contractor with respect to all installations, construction, and services performed by or on behalf of the Company hereunder.

### Section 19.03 COMPLIANCE WITH ENVIRONMENTAL LAWS

At all times during the Lease Term, the Company shall not cause, permit or allow any Hazardous Substances to be placed, stored, dumped, dispensed, released, discharged deposited, used, transported or located on any portion of the Premises; provided, however, that quantities of such Hazardous Substances may be used or stored by Company on the Leased Premises in the ordinary course of business on the condition that such quantities and the use thereof are:

- (a) Identified in the Hazardous Substances listing described in Section 17.01,
- (b) Permitted by or are exempt from applicable governmental regulations, and
- (c) Are transported, stored and utilized in accordance with applicable governmental regulations and the best practices of the Company's industry.

To the extent caused by or resulting from the acts of the Company, its agents, servants, employees, or contractors, Company agrees that it shall, to the extent necessary to bring the Leased Premises into compliance with any and all applicable Environmental Laws regarding Hazardous Substances and clean-up thereof, investigate and promptly (but in any event within the time period permitted by applicable Environmental Laws) clean up Hazardous Substances found in, on, under, around, or within any portion of the Leased Premises and, with respect to such matters as described herein for which Company is responsible, to remediate the Leased Premises, and to pay for all reasonable clean-up and remediation costs at no cost to the City. All clean-up and remediation shall be performed to meet pre-existing conditions, and in no instance shall clean-up or remediation or related agreements with state or federal regulators include restrictions placed on the use of the Leased Premises or any part thereof.

Company shall perform Environmental Reporting required under this Section as described in Section 14.04.

### Section 19.04 LICENSES AND PERMITS

The Company shall obtain in a timely manner and thereafter maintain in full force and effect during the Lease Term all licenses, permits and other approvals required by the federal, state, county, and municipal authorities in order to engage in the Company's business on the Leased Premises as permitted under Article 4 above, and consistent with Section 2.01.

END OF ARTICLE

## ARTICLE 20. TAXES

### Section 20.01 PAYMENT OF TAXES

The Company shall pay all taxes that may be levied upon, assessed, or charged the Company or its property located on the Port by the United States, the State of Florida or any of its political subdivisions, or Escambia County or the City, and shall obtain and pay for all licenses and permits required by law.

### Section 20.02 REAL PROPERTY TAXES

The Company shall be responsible for all real property taxes applicable to the Leased Premises during the Lease Term. If any such taxes paid by the Company shall cover any period of time prior to or after the expiration of the Lease Term, the Company's share of such taxes shall be equitably prorated to cover only the period of time within the tax year during which this Lease shall be in effect, and the City shall reimburse the Company for any periods during with the Lease is not in effect. If the Company shall fail to pay any such taxes, the City shall have the right, but not the obligation, to pay the same, in which case the Company shall repay such amount to the City with the Company's next Base Rent installment, together with interest at the highest rate allowed by law.

### Section 20.03 DEFINITION

As used herein the term "real property tax" shall mean all ad valorem and non-ad valorem taxes and assessments (including interest and penalties thereon) which are imposed against any legal or equitable interest of the City or the Company in the Leased Premises or any portion thereof by the City, Escambia County or the State of Florida or by any school, agricultural, lighting, fire, mosquito control, water, drainage or other improvement, benefits or tax district thereof, and which are collected by the Escambia County, Florida, Tax Collector, together with any tax imposed in substitution, partially or totally, of any tax previously included within the definition of "real property tax" and any additional tax the nature of which was previously included within the definition of "real property tax".

### Section 20.04 CONTEST

The Company may contest the legal validity or amount of any taxes, assessment, or charges for which the Company is responsible under this Lease, and may institute such proceedings as the Company considers necessary. If the Company protests any such tax, assessment or charge, the Company may withhold or defer payment or pay under protest but shall indemnify and hold the City and the Leased Premises harmless from and against any claim or lien against the City or the Leased Premises arising out of the Company's failure to pay the contested taxes, assessments or charges.

### Section 20.05 PERSONAL PROPERTY TAXES

The Company shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of the Company contained in the Leased Premises. When possible, the Company shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the Land and Leased Premises. If any of the Company's said personal property shall be assessed with the



Land or Leased Premises, the Company shall pay the taxes attributable to the Company within ten (10) days prior to the delinquency date for payment of such taxes.

END OF ARTICLE

## ARTICLE 21. ENCUMBRANCE OF LEASEHOLD ESTATE AND NOTICE TO MORTGAGEES

Company shall not encumber by mortgage or other security instrument, by way of collateral assignment, or otherwise, Company's interest in this leasehold estate without the prior written consent of City.

Provided that City has given its prior written consent to such encumbrance and that Company's lender who has been granted a lien on or security interest in the Company's leasehold estate in the Leased Premises ("Lender") has provided City written notice thereof, including Lender's address for receipt of notices:

(a) Lender shall have the right:

1. To do any act or thing required of Company hereunder and all such acts or things done and performed shall be as effective to prevent a forfeiture of Company's rights hereunder as if done by the Company; and
2. To realize on the security afforded by the leasehold estate by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the security documents (hereinafter sometimes collectively referred to as "foreclosure sale") or to acquire by deed-in-lieu, and to transfer, convey, or assign the title of Company to the leasehold estate created hereby to any purchaser at any such foreclosure sale or transfer from Lender if Lender acquires by a deed-in-lieu and to acquire and succeed to the interest of Company hereunder by virtue of any such foreclosure sale or deed-in-lieu.

(b) In the event of a default by the Company under this Lease, the rights of City may not be exercised until written notice of such default is delivered to Lender, or to the person or firm designated by any such Lender, by written notice to City, to accept such notices, and any applicable cure period has expired. Lender shall have the same notice and cure rights as are provided to Company under this Lease, except that Lender shall have the right to cure a monetary default as described in Section 17.01(a) within ten (10) days from delivery of said notice.

(c) Lender shall not be liable to the City as an assignee of this Lease unless and until such time as such Lender shall acquire the rights of Company hereunder through foreclosure or other appropriate proceedings in the nature thereof, or by deed-in-lieu, or as a result of any other action or remedy provided for by such mortgage, or which may otherwise be provided by law.

(d) No modification or voluntary surrender by the Company of this Lease shall be made without the consent of Lender if Lender has requested such authority to consent by written notice delivered to City.

(e) The City agrees to provide an estoppel certificate upon written request of Lender acknowledging that (to the extent true and noting any exceptions) this Lease is in full force and effect; that there are no defaults that exist under the Lease; that the Rent is current; and such other matters as Lender may reasonably require.

(f) Notwithstanding the foregoing, the ultimate transferee of Company's leasehold estate under the Lease, in the event of foreclosure, deed-in-lieu or otherwise, is subject to the written approval of the City, such approval not to be unreasonably withheld, conditioned or delayed. As a minimum, such ultimate successor must be able to demonstrate sufficient financial ability to conduct the operations permitted under Article 4 above and have at least five (5) years' experience in the operation of a business of a similar size and offering similar services as that conducted by the Company under this Lease as permitted under Article 4 above.

END OF ARTICLE

## ARTICLE 22. PORT DEVELOPMENT RIGHTS

The City reserves the right to further develop or improve all areas within the Port as the City may determine in its sole discretion to be in the best interests of the Port, regardless of the desires or views of the Company, and without interference or hindrance from the Company.

Except as may be required by this Lease or any other agreement between the parties, the City reserves the right, but shall not be obligated to the Company, to keep and repair all areas of the Port. All obligations of the City hereunder are subject to annual appropriation. However, this provision shall not excuse the City's performance of any of its responsibilities or obligations hereunder.

Company acknowledges and agrees that the City may move or reconfigure the existing entrance to the Leased Premises in accordance with the Port Master Plan (an "Entrance Relocation") provided that such change (including, without limitation, related construction activity) does not unreasonably impair or interfere with Company's use or enjoyment of the Leased Premises including, without limitation, the operational efficiency thereof. In the event that an Entrance Relocation results in the Company relocating its equipment and personal property (e.g., scales, trailers, conveyors, etc.), the City shall promptly reimburse the Company for the reasonable and actual cost thereof. Any reduction in the size of the Leased Premises due to an Entrance Relocation shall result in a pro-rata reduction in Base Rent and the CAIM expressly provided that neither Base Rent nor CAIM shall be increased due to an Entrance Relocation for any reason. The City will provide Company with reasonable prior written notice of any such activity and cooperate with Company in ensuring that the contemplated change meets the foregoing requirements.

END OF ARTICLE

## ARTICLE 23. GENERAL PROVISIONS

### Section 23.01 ACKNOWLEDGMENT

The Parties hereto acknowledge that they have thoroughly read this Lease, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of their rights and obligations hereunder. The Parties further acknowledge that this Lease is the result of extensive negotiations between the Parties and shall not be interpreted against the City by reason of the preparation of this Lease by the City.

### Section 23.02 AUTHORITY OF THE PORT DIRECTOR

The Port Director or his designee may exercise all rights and obligations of the City under this Lease, unless otherwise specifically provided in this Lease or required by law.

### Section 23.03 CAPACITY TO EXECUTE

The individuals executing this Lease personally warrant that they have full authority to execute this Lease on behalf of the entity for whom they are acting hereunder.

### Section 23.04 DELIVERY OF NOTICES

Any notices permitted or required by this Lease shall be in writing and delivered personally or sent by registered or certified U. S. mail, postage prepaid, or by courier service, such as FedEx or UPS. Any such notice shall be deemed to have been delivered to and received by the addressee (i) upon personal delivery to the Company's address below between 9:00 a.m. and 5:00 p.m. on any business day (i.e., any day other than a Saturday, Sunday, or a federally-designated official holiday), (ii) the next business day after deposit with a courier service such as FedEx or UPS, or (iii) five (5) business days after deposit in the U. S. mail.

Notices to the City shall be addressed to:

City of Pensacola  
Port of Pensacola  
Attention: Port Director  
PO Box 889  
Pensacola, Florida 32591

Notices to the Company shall be addressed to:

Martin Marietta Materials, Inc.  
2235 Gateway Access Point, Suite 400  
Raleigh, North Carolina 27607  
Attn: Division President

With a copy to:

Martin Marietta Materials, Inc.  
4123 Parklake Avenue  
Raleigh, North Carolina 27612  
Attention: General Counsel

The parties may from time to time designate, in writing, changes to the addresses stated.

#### Section 23.05 **EMPLOYEES OF THE COMPANY**

The Company shall require all of its employees, subcontractors, and independent contractors hired by the Company and working in view of the public to wear clean and neat attire and to display appropriate identification. Company employees shall obtain identification badges from the City. The Company shall be responsible for paying the cost of DHS/TSA-required employee background checks and badging to include a Transportation Worker Identification Credential (TWIC).

#### Section 23.06 **ENTIRE AGREEMENT**

This Lease constitutes the entire agreement between the Parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by the City and the Company, and all prior and contemporaneous agreements and understandings, written as well as oral, are hereby superseded. The Company agrees that no representations or grants of rights or privileges shall be binding upon the City unless expressed in writing in this Lease. The parties acknowledge and agree that that certain Short Term Operating Agreement (the "STOA"), made and entered into as of May 22, 2015 under which the Company currently occupies the Leased Premises shall continue in full force and effect until the Effective Date, upon which Effective Date the STOA shall automatically terminate and be of no further force or effect.

#### Section 23.07 **FORCE MAJEURE**

Neither the City nor the Company shall be deemed to be in violation of this Lease if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, tides, riots, rebellion, sabotage, pandemic, disease, any responsive measure or state of emergency declared by a governmental entity in relation to pandemic or disease or any other circumstances for which it is not responsible or which is not in its control; provided, however, that these circumstances shall not excuse the Company from making, as and when due, any monetary payment required under this Lease or by the Rules and Regulations, including but not limited to Base Rent, Additional Rent, port rentals, fees, and charges, Taxes under Article 20, and insurance premiums. But the Company in a Force Majeure event shall be entitled to waiver of Base Rent, fees, and charges, listed above for up to one hundred eighty (180) days after the cessation of the Force Majeure event or until performance under this Lease can be reestablished, whichever occurs first, on election to do so with written notice to the City and/or Port Director.

**Section 23.08 RULES OF CONSTRUCTION**

Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Lease Agreement: words importing the singular number shall include the plural number and vice versa; captions and headings herein are for convenience but are to be read in unison with the language of the section to include its defined meaning or generally accepted meaning of the header and is otherwise also for reference and should constitute a material part of this Lease Agreement, but shall affect and read in toto to its meaning, construction or effect; words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neutral genders, and words of the neutral gender shall be deemed and construed to include correlative words of the masculine and feminine genders; all references in this Lease Agreement to particular “articles,” “sections,” or “paragraphs” are references to articles, sections or paragraphs within this Lease Agreement, unless specifically indicated otherwise; and, days are measured in calendar days unless expressly listed in business days.

Both City and Tenant acknowledge that they have each had meaningful input into the provisions and conditions of this Lease Agreement.

**Section 23.09 GENERAL INTERPRETATION**

Insofar as this Lease grants, permits, or contemplates the use of space or facilities or the doing of any other act or thing at the Port by the Company, such use or the doing of such act or thing by the Company is to be in connection with the purchase, preparation for resale, and resale of construction materials and aggregates. Each of the Parties has entered into this Lease solely for its own benefit; and (without limiting the right of either Party to maintain suits, actions, or other proceedings because of breaches of this Lease) this Lease does not grant to any third person (excepting a successor party to the City or the Company) a right to claim damages or bring any suit, action, or other proceeding against either the City or the Company because of any breach hereof.

**Section 23.10 GOVERNING LAW**

The laws of the State of Florida shall govern this Lease and all disputes arising hereunder, with venue in Escambia County, Florida.

**Section 23.11 INCORPORATION OF EXHIBITS**

All exhibits referred to in this Lease are intended to be and hereby are specifically incorporated and made a part of this Lease.

**Section 23.12 INCORPORATION OF REQUIRED PROVISIONS**

The Parties hereto incorporate herein by this reference all applicable provisions lawfully required to be contained herein by any governmental body or agency.

**Section 23.13 INVALID PROVISIONS**

In the event that any covenant, condition, or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition, or provision shall in no way affect any other covenant, condition, or provision herein contained, provided that the invalidity of any such covenant, condition, or provision does not materially prejudice either the City or the Company in its respective rights and obligations contained in the valid covenants, conditions, and provisions of this Lease.

**Section 23.14 NONLIABILITY OF INDIVIDUALS**

No director, officer, agent, elected official, or employee of either Party shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Lease or because of any breach hereof or because of its or their execution or attempted execution.

**Section 23.15 NONINTERFERENCE WITH PORT OPERATIONS**

The Company, by executing this Lease, expressly agrees for itself, its successors, and assigns that it will not make use of its Leased Premises in any manner that would reasonably be expected to interfere with other operations at the Port or otherwise constitute a hazard. In the event that the aforesaid covenant is breached, the City reserves the right to enter the Company's Leased Premises and cause the abatement of such interference or hazard at the expense of the Company, but the Company has a ten (10) day right to cure if the situation is a non-emergency.

**Section 23.16 NOTICE OR CONSENT**

Any notice or consent required herein to be obtained from or given by the City (or the Port Director) may be given by the Port Director unless otherwise provided. Unless otherwise expressly stated to the contrary, any consent or approval of either Party when required herein shall not be unreasonably withheld, delayed, or conditioned.

**Section 23.17 NONWAIVER**

The acceptance of rentals, fees, and charges by the City for any period or periods after a default of any of the terms, covenants, and conditions contained herein to be performed, kept, and observed by the Company shall not be deemed a waiver of the event of the default cured by payments made by the Company to the City, and any right on the part of the City to terminate this Lease after the default is cured and payment is received by the City is waived by the City's acceptance of the money that may be the basis of the event of the default.

**Section 23.18 OTHER LAND AND BUILDINGS EXCLUDED**

It is agreed and understood that this Lease and any exhibit hereto is not intended to provide for the lease of any building, land, space, or area or to set any rental rates for any building, land, space, or area other than that specifically described herein.

**Section 23.19 PATENTS AND TRADEMARKS**

The Company represents that it is the owner of, or fully authorized to use, any and all services, processes, machines, articles, marks, names, or slogans used by it in its operations under, or in connection with, this Lease. The Company shall indemnify, defend and hold harmless the City, its elected officials, employees, volunteers, representatives and agents from and against any loss, liability, damage, expense, suit, or claim for damages in connection with any actual or alleged



infringement of any patent, trademark, or copyright, or from any claim of unfair competition or other similar claim, arising out of the Company's operations under or in connection with this Lease.

**Section 23.20 PUBLIC RECORDS LAWS**

The Florida Public Records Law, as contained in Chapter 119, Florida Statutes (collectively, "Public Records Law"), is very broad. As a result, any written communication created or received by the City will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. The Company is a private, non-governmental entity and is not ordinarily subject to Public Records Law but shall comply with the Public Records Law in effect during the Lease Term but only to the extent of provisions that are mandatory and applicable to the Company. Notwithstanding the foregoing, the City will reasonably cooperate with the Company to the greatest extent permitted by Public Records Law to afford confidential treatment of any confidential business information of the Company.

**Section 23.21 REMEDIES TO BE NONEXCLUSIVE**

All remedies provided in this Lease shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the City at law or in equity (to the extent not inconsistent with the express provisions hereof) and the exercise of any remedy or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

**Section 23.22 SIGNS AND LOGOS**

The installation and operation of identifying signs, posters, and graphics on the Leased Premises are subject to the prior written approval of the Port Director. Such signs shall be substantially uniform in size, type, and location with those of other tenants, and consistent with the City's graphics standards and the Port Rules and Regulations, and in compliance with all applicable laws and ordinances. The signs shall be for the purpose of assigning Port users with wayfinding. Signs that constitute advertising are prohibited and will not be approved.

Sign(s) and location(s) may be changed and altered from time to time with the written approval of the Port Director, said approval not to be unreasonably denied or delayed. At the expiration of the Lease Term or earlier termination of this Lease the Company, upon written request from the City, shall remove, at the Company's expense, all lettering and signs so erected on the Leased Premises.

The Company Logo will be permitted to be affixed to the side of the Leased premises provided same is affixed in a manner that is in compliance with applicable City of Pensacola sign ordinances.

In addition, Company will be permitted to paint its Company Logo on the side of the Facilities.

**Section 23.23 SUCCESSORS AND ASSIGNS**

The provisions of this Lease shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto; provided, however, that this provision shall in no way whatsoever alter the restriction herein regarding assignment and sublease by the Company.

**Section 23.24 NO PARTNERSHIP**

Nothing in this agreement constitutes a partnership or joint venture between the Parties. It is the express intention of the Parties to deny any such relationship.

**Section 23.25 THIRD PARTIES**

Nothing in this Lease, express or implied, is intended to or shall confer upon any person, other than the Parties and their respective permitted successors and assigns, any right, benefit or remedy of any nature whatsoever under or by reason of this Lease.

**Section 23.26 TIME IS OF THE ESSENCE**

Time is of the essence of this Lease.

**Section 23.27 MEMORANDUM OF LEASE**

Concurrently with the execution of this Lease, the Parties shall execute a short-form memorandum of this Lease satisfactory to the City Attorney, in form suitable for recording, and in substance sufficient to provide constructive notice to third parties of the material terms and provisions of this Lease. The Company shall cause such memorandum to be recorded in the public records of Escambia County, Florida.

**Section 23.28 REPRESENTATIONS AND WARRANTIES OF CITY AND COMPANY**

City hereby represents and warrants to the Company that as of the Effective Date:

- a. The City is the fee simple owner and record title holder of the Leased Premises.
- b. The City has the full right and authority to make, execute and perform this Lease and grant the rights contained herein to the Company.

The Company hereby represents and warrants to the City that as of the Effective Date:

- a. The Company has the full right, power and authority to make, execute and perform this Lease.
- b. This Lease is binding upon and enforceable against the Company in accordance with its terms.

END OF ARTICLE

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

CITY:

COMPANY:

CITY OF PENSACOLA,  
a Florida municipal corporation

MARTIN MARIETTA MATERIALS,  
INC., a North Carolina corporation

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

By:   
Ronald M. Kopplin, President

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

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

Attest:

Signed by Company in the presence  
of:

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

  
\_\_\_\_\_  
Print Name: \_Brian K. North

Signed by Mayor in the presence of:

  
\_\_\_\_\_  
Print Name: \_Mark Patterson

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

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

Approved as to form

\_\_\_\_\_  
City Attorney Office

Approved as to content:

\_\_\_\_\_  
M. Clark Merritt Jr., Port Director

**EXHIBIT A - LEASED PREMISES AERIALY DEPICTED**



## PORT OF PENSACOLA / MARTIN MARIETTA PROPOSED LEASE AGREEMENT KEY DEAL POINTS

- Primary Lease Term: 3 years with up to 2 mutual option 3-year renewals; written notice of non-renewal must be given 365 days prior to the then-applicable expiration date.
- Use: receiving, storage and shipping of bulk materials including, but not limited to, limestone aggregates, granite, gravel, rip rap rock, and other similar products
- Lease Premises: approximately 4.96 acres of unimproved open laydown area located in the southeastern quadrant of the Port
- Rent:
  - Years 1 – 3: \$104,160 per year (73.6% increase from current rate)
  - Rates to be adjusted at each renewal based on then-appraised property values up to 10%
- Wharfage and Cargo fees:
  - New wharfage rate \$0.71 per short ton (57.7% increase from current rate)
  - Stevedore Fees \$0.18 per short ton
  - Cargo Security per the Port Tariff (currently 10.11% of dockage and \$0.048 per short ton)
- Other charges
  - Common Area Maintenance Fee - \$7, 812 annually (7.5% of base rent)
- Environmental: Lessee must comply with all local, State, and federal laws, rules & regulations, including environmental/Stormwater runoff, and must obtain and maintain in force any and all required local, state or federal permits.
- Performance Guarantees:
  - Company is required to post a Letter of Credit, Bond, or other collateral equal to one year's lease amount.
- Future Port Development Clause:
  - Article 22: "The City reserves the right to further develop or improve all areas within the Port as the City may determine in its sole discretion to be in the best interests of the Port, regardless of the desires or views of the Company, and without interference or hindrance from the Company."



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00389

City Council

4/28/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PUBLIC HEARING: FUTURE LAND USE MAP AND ZONING MAP AMENDMENT - RECENTLY ANNEXED PROPERTY - BAPTIST HOSPITAL

**RECOMMENDATION:**

That City Council conduct a Public Hearing on April 28, 2022, to amend the City's Future Land Use Map and Zoning Map for the Baptist Hospital-owned parcels, located on Amber Street, near Sycamore Drive, which were recently annexed into the city.

**HEARING REQUIRED:** Public

**SUMMARY:**

The City recently approved the annexation of properties owned by Baptist Hospital. The annexation necessitates an amendment to the City's Future Land Use and Zoning Maps to include the subject properties. The recommended zoning is C-3 (Commercial, Wholesale and Limited Industry) with a corresponding Future Land Use designation of C (Commercial).

On April 12, 2022 the Planning Board unanimously recommended approval of the proposed map amendments.

**PRIOR ACTION:**

April 14, 2022 - City Council granted final approval of the annexation request.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

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**CITY ATTORNEY REVIEW:** Yes

4/13/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
David Forte, Deputy City Administrator - Community Development  
Sherry Morris, AICP, Development Services Department Director

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 19-22
- 2) Exhibit A - Maps of Annexation Area
- 3) Proposed Ordinance No. 20-22
- 4) Exhibit A - Maps of Annexation Area
- 5) Planning Board Minutes April 12 2022 - DRAFT

**PRESENTATION:** No.

PROPOSED  
ORDINANCE NO. 19-22

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING THE COMPREHENSIVE  
PLAN AND FUTURE LAND USE MAP OF THE CITY OF  
PENSACOLA, FLORIDA; PROVIDING FOR  
SEVERABILITY; REPEALING CLAUSE; PROVIDING  
AN EFFECTIVE DATE.

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the city council desires to effect an amendment to a portion of the future land use element of the comprehensive plan; and

WHEREAS, said amendment is consistent with the other portions of the future land use element and all other applicable elements of the comprehensive plan, as amended; and

WHEREAS, said amendment will affirmatively contribute to the health, safety and general welfare of the citizens of the city; and

WHEREAS, the city council has followed all of the procedures set forth in F.S. sections 163.3184 and 163.3187, and all other applicable provisions of law and local procedures with relation to amendment to the future land use element of the comprehensive plan; and

WHEREAS, proper public notice was provided and appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following amendment to the comprehensive plan and future land use map of the city; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to the following described real property in the City of Pensacola, Florida, to-wit:

BEGINNING AT THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DEED OF WM. FISHER TO I.N. HERRINGTON, DATED APRIL 2ND, 1910, AND RECORDED IN DEED BOOK 58 AT PAGE 404 OF THE PUBLIC RECORD OF ESCAMBIA COUNTY, FLORIDA; THENCE RUNNING NORTH ALONG THE RIGHT



OF WAY LINE OF THE LOUISVILLE AND NASHVILLE RAILROAD COMPANY ONE HUNDRED AND FIVE (105) FEET; THENCE RUNNING EAST AT RIGHT ANGLE FOUR HUNDRED AND TWENTY (420) FEET; THENCE RUNNING SOUTH AT RIGHT ANGLE ONE HUNDRED AND FIVE (105) FEET; THENCE RUNNING WEST AT RIGHT ANGLE FOUR HUNDRED AND TWENTY (420) FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT PROPERTY SOLD TO THE BOARD OF COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA IN BOOK 96, PAGE 109 OF THE PUBLIC RECORDS OF SAID ESCAMBIA COUNTY, FLORIDA.

AND;

BEGINNING AT THE SOUTHEAST CORNER OF THE ACRE OF LAND DEEDED TO GEORGE M. BARROW, BY EVA MCMAHON, SEPTEMBER 19, 1918, AND RUNNING NORTH ONE HUNDRED FIVE (105) FEET, THENCE EAST FOUR HUNDRED TWENTY (420) FEET, THENCE SOUTH ONE HUNDRED FIVE (105) FEET, THENCE WEST FOUR HUNDRED TWENTY (420) FEET TO POINT OF BEGINNING, IN SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, IN THE JAYME FONTANEL GRANT, BEING A PART OF THE TRACT OF LAND CONVEYED TO I.N. HERRINGTON BY WM. FISHER AND RUBY FISHER, APRIL 2ND, 1910. LESS AND EXCEPT PROPERTY SOLD TO THE BOARD OF COMMISSONERS OF ESCAMBIA COUNTY, FLORIDA IN BOOK 96, PAGE 109 OF THE PUBLIC RECORDS OF SAID ESCAMBIA COUNTY, FLORIDA.

the same is hereby changed to Commercial Land Use District fully as if all of the said real property had been originally included in City of Pensacola Commercial Future Land Use District.

A map depicting the area to be annexed is attached hereto as Exhibit A.

SECTION 2. The city council shall by subsequently adopted ordinance change the zoning classification and zoning map for the subject property to a permissible zoning classification, as determined by the discretion of the city council, which is consistent with the future land use classification adopted by this ordinance. Pending the adoption of such a rezoning ordinance, no development of the subject property shall be permitted which is inconsistent with the future land use classification adopted by this ordinance.

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




SECTION 5. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

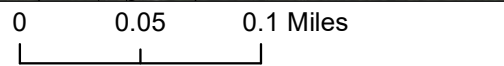
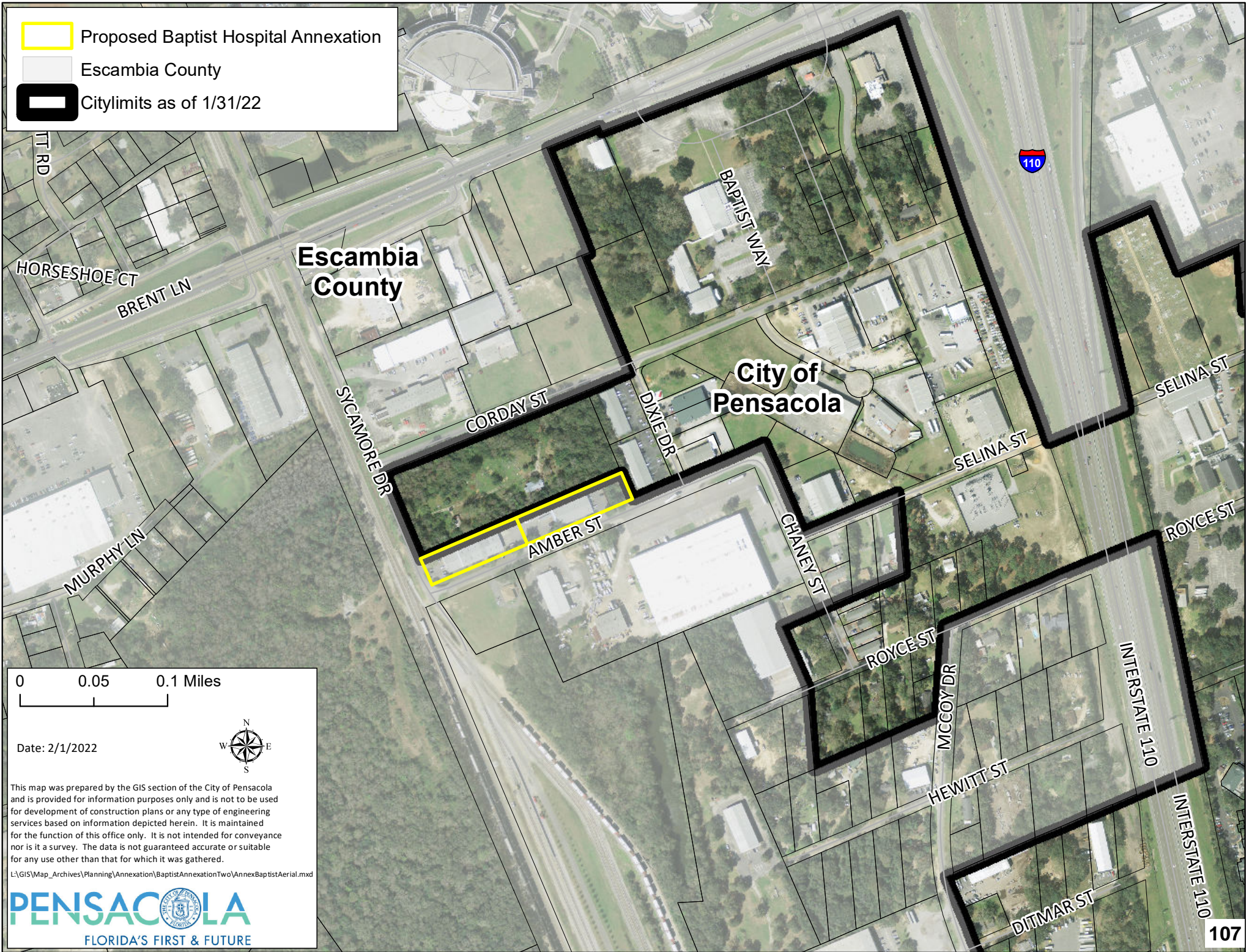
Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

-  Proposed Baptist Hospital Annexation
-  Escambia County
-  Citylimits as of 1/31/22




Date: 2/1/2022








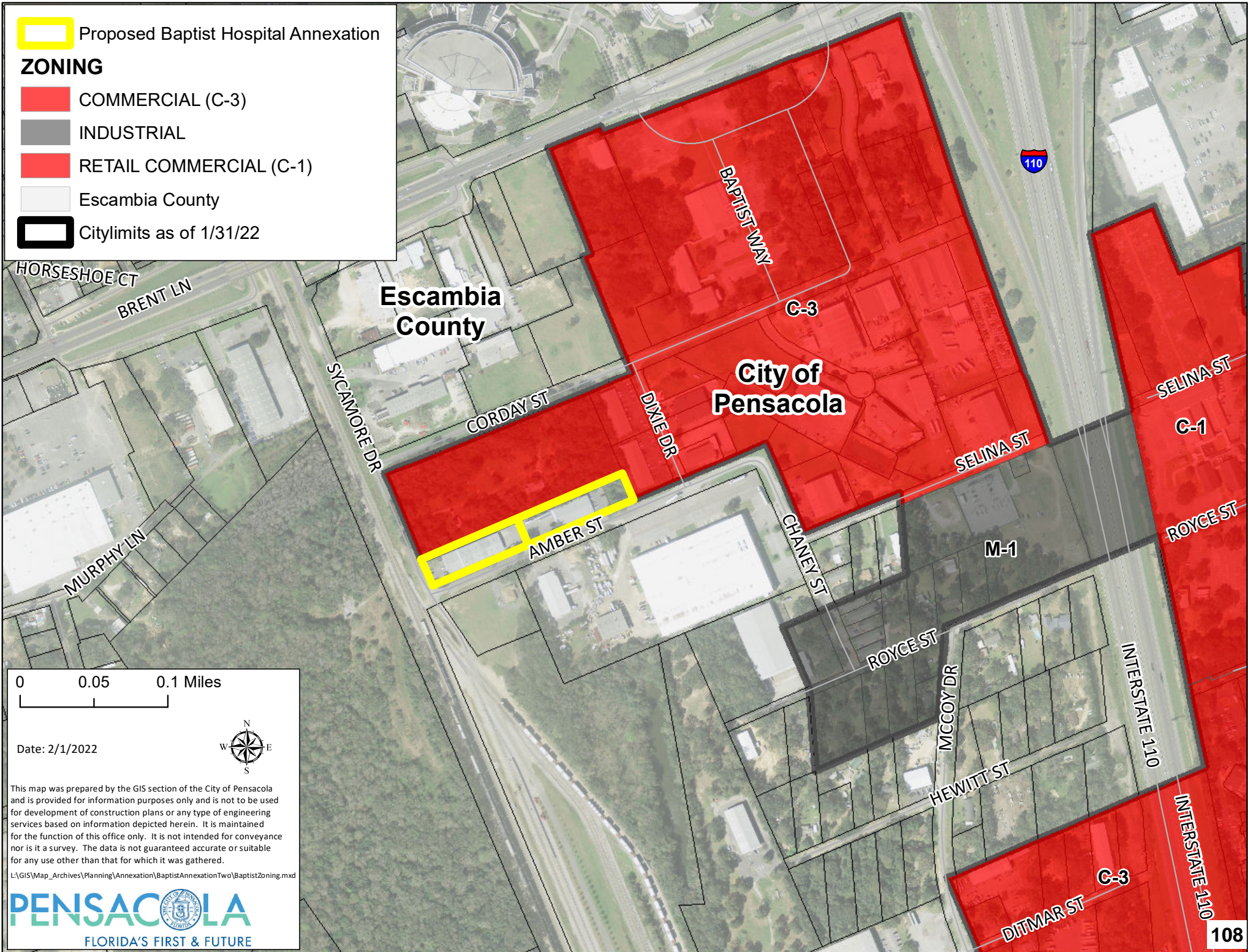
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 Proposed Baptist Hospital Annexation

**ZONING**

-  COMMERCIAL (C-3)
-  INDUSTRIAL
-  RETAIL COMMERCIAL (C-1)
-  Escambia County
-  Citylimits as of 1/31/22



HORSESHOE CT  
BRENT LN

Escambia  
County

City of  
Pensacola






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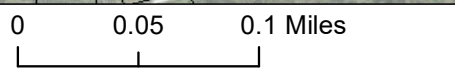
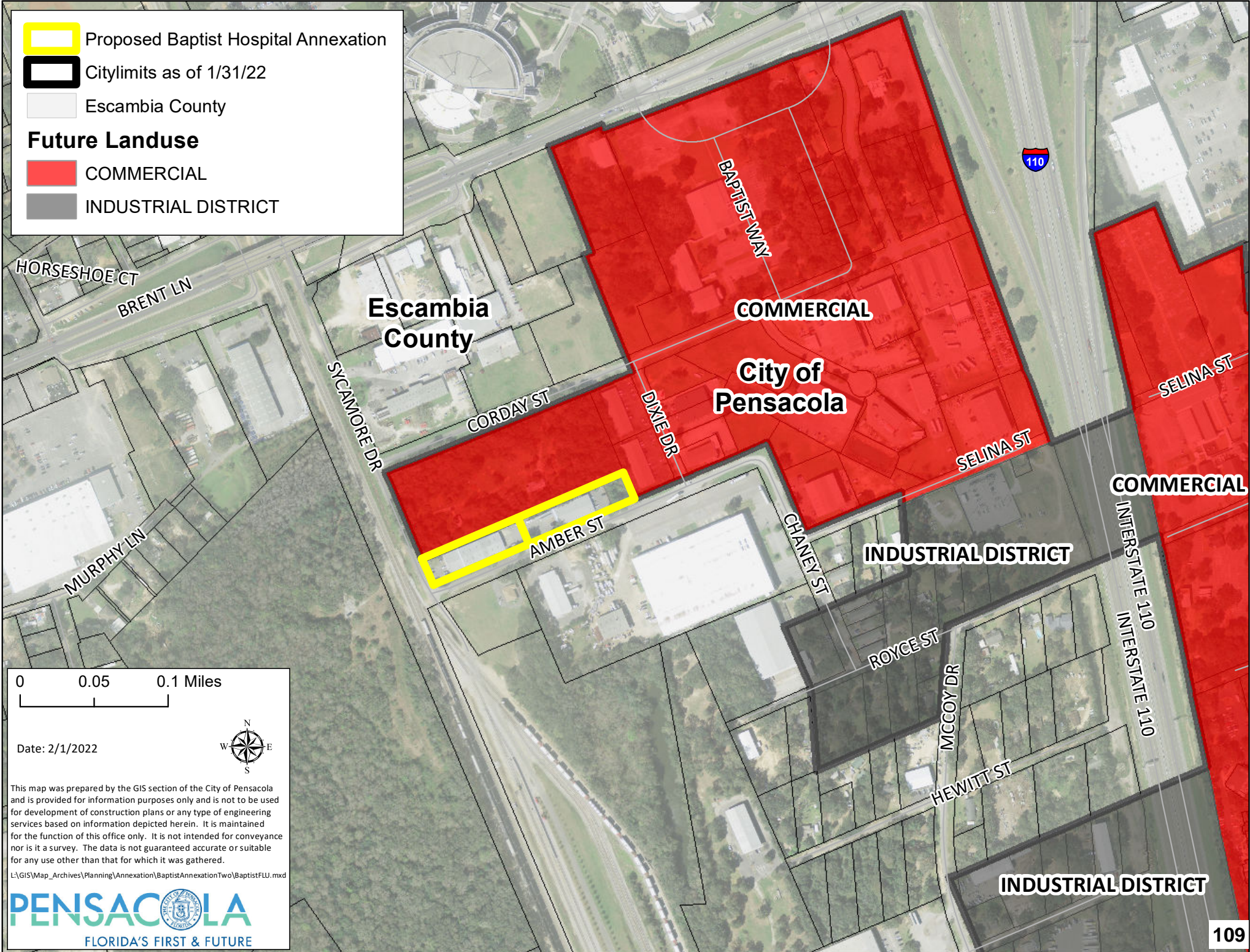
Date: 2/1/2022



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-  Proposed Baptist Hospital Annexation
-  Citylimits as of 1/31/22
-  Escambia County
- Future Landuse**
-  COMMERCIAL
-  INDUSTRIAL DISTRICT



Date: 2/1/2022



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PROPOSED  
ORDINANCE NO. 20-22

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, FLORIDA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city 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 F.S. section 163.3174, and a proper public hearing was held on April 28, 2022 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 affirmative contribute to the health, safety, and general welfare of the citizens of the city; 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:

BEGINNING AT THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DEED OF WM. FISHER TO I.N. HERRINGTON, DATED APRIL 2ND, 1910, AND RECORDED IN DEED BOOK 58 AT PAGE 404 OF THE PUBLIC RECORD OF ESCAMBIA COUNTY, FLORIDA; THENCE RUNNING NORTH ALONG THE RIGHT OF WAY LINE OF THE LOUISVILLE AND NASHVILLE RAILROAD COMPANY ONE HUNDRED AND FIVE (105) FEET; THENCE RUNNING EAST AT RIGHT ANGLE FOUR HUNDRED AND TWENTY (420) FEET; THENCE RUNNING SOUTH AT RIGHT ANGLE ONE HUNDRED AND FIVE (105) FEET; THENCE RUNNING WEST AT RIGHT ANGLE

FOUR HUNDRED AND TWENTY (420) FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT PROPERTY SOLD TO THE BOARD OF COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA IN BOOK 96, PAGE 109 OF THE PUBLIC RECORDS OF SAID ESCAMBIA COUNTY, FLORIDA.

AND;

BEGINNING AT THE SOUTHEAST CORNER OF THE ACRE OF LAND DEEDED TO GEORGE M. BARROW, BY EVA MCMAHON, SEPTEMBER 19, 1918, AND RUNNING NORTH ONE HUNDRED FIVE (105) FEET, THENCE EAST FOUR HUNDRED TWENTY (420) FEET, THENCE SOUTH ONE HUNDRED FIVE (105) FEET, THENCE WEST FOUR HUNDRED TWENTY (420) FEET TO POINT OF BEGINNING, IN SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, IN THE JAYME FONTANEL GRANT, BEING A PART OF THE TRACT OF LAND CONVEYED TO I.N. HERRINGTON BY WM. FISHER AND RUBY FISHER, APRIL 2ND, 1910. LESS AND EXCEPT PROPERTY SOLD TO THE BOARD OF COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA IN BOOK 96, PAGE 109 OF THE PUBLIC RECORDS OF SAID ESCAMBIA COUNTY, FLORIDA.

is hereby changed from County zoning designation to C-3 – Commercial, Wholesale and Limited Industry.

A map depicting the area to be annexed is attached hereto as Exhibit A.

SECTION 2. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.




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

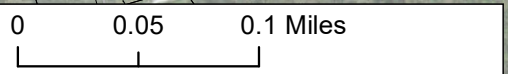
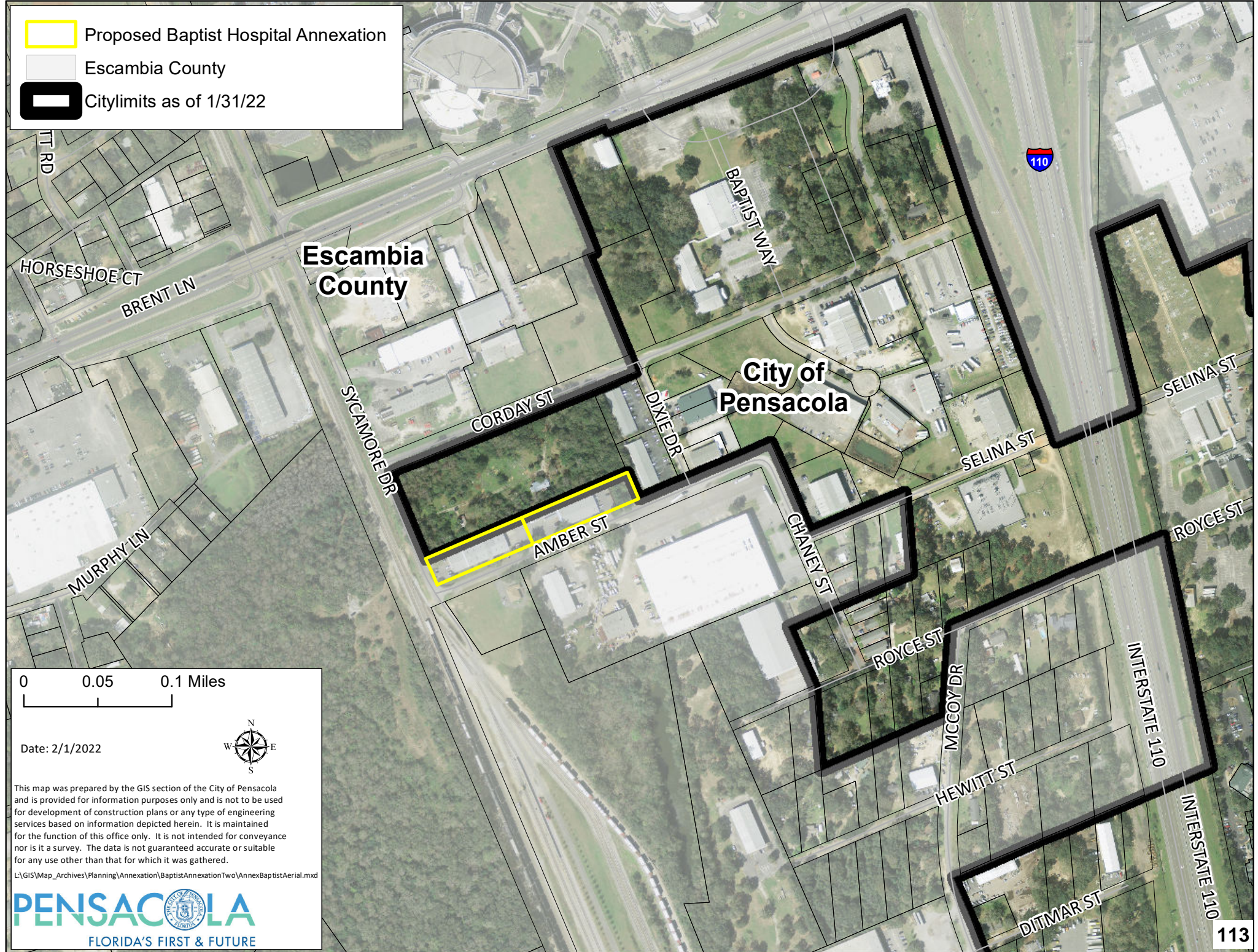
Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk



-  Proposed Baptist Hospital Annexation
-  Escambia County
-  Citylimits as of 1/31/22






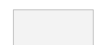

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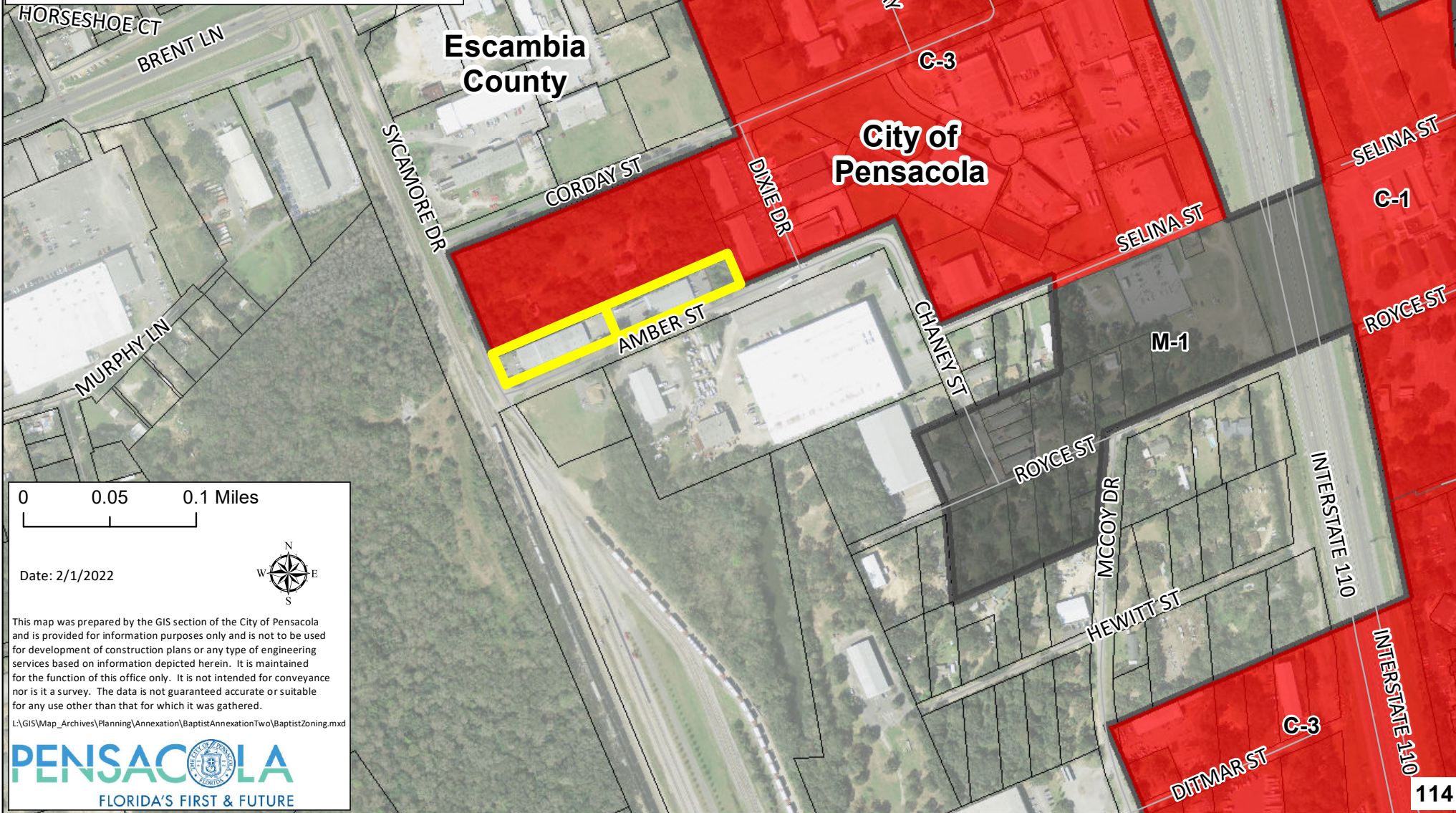
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 Proposed Baptist Hospital Annexation

**ZONING**

-  COMMERCIAL (C-3)
-  INDUSTRIAL
-  RETAIL COMMERCIAL (C-1)
-  Escambia County
-  Citylimits as of 1/31/22








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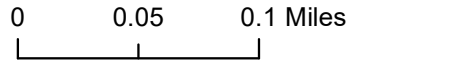
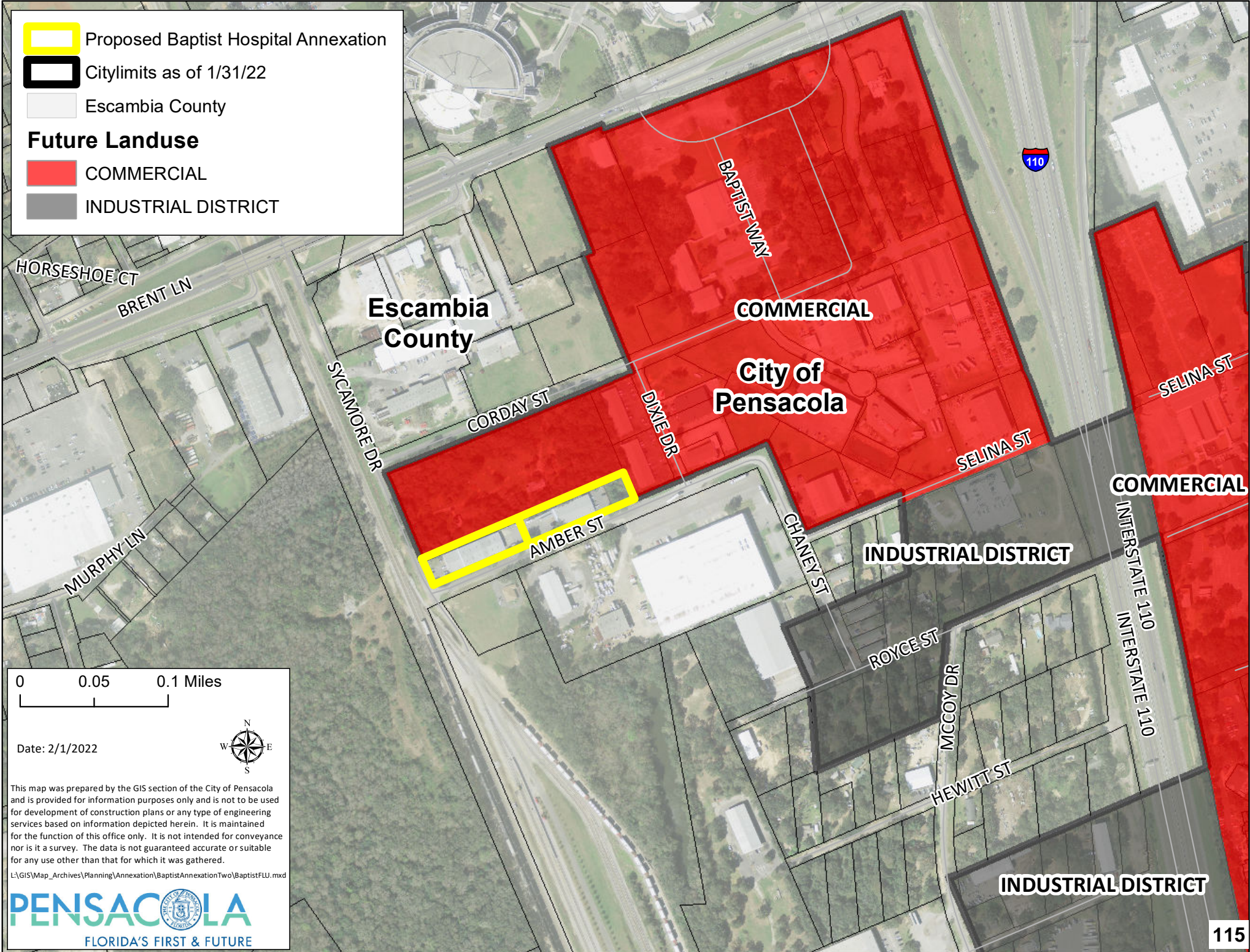
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-  Proposed Baptist Hospital Annexation
-  Citylimits as of 1/31/22
-  Escambia County
- Future Landuse**
-  COMMERCIAL
-  INDUSTRIAL DISTRICT



Date: 2/1/2022



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## **MINUTES OF THE PLANNING BOARD**

**April 12, 2022**

**MEMBERS PRESENT:** Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Van Hoose, Board Member Powell, Board Member Sampson

**MEMBERS ABSENT:** Board Member Villegas (virtual – no voting).

**STAFF PRESENT:** Assistant Planning & Zoning Manager Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Help Desk Technician Russo, Development Services Director Morris

**STAFF VIRTUAL:** Senior Planner Statler

**OTHERS PRESENT:** Bob Cordes, Jim English, Brian Spencer, Bob Humley

### **AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from March 8, 2022
- **New Business:**
- Variance Request – 523 E. Gregory Street
- Aesthetic Review – 523 E. Gregory Street
- Site Plan and Aesthetic Review – 711 S. Palafox Street
- Request for Map Amendments – Baptist Hospital Annexation
- Request for Map Amendments – Mark Eaton Annexation
- Request for Map Amendments – Richards Memorial United Church Property Annexation
- Comprehensive Plan Amendment – Coastal Management Element
- Open Forum
- Discussion
- Adjournment

### **Call to Order / Quorum Present**

Chairperson Paul Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

**Approval of Meeting Minutes - Board Member Larson made a motion to approve the March 8, 2022 minutes, seconded by Board Member Grundhoefer, and it carried unanimously.**

**New Business –**

**Variance Request to Section 12-3-12 (1) D.9 – 523. E Gregory Street**

Chairperson Paul Ritz addressed the board and stated that applicant, Bob Cordes, is representing the purchasers of a noncompliant restaurant and converting into a further noncompliant restaurant located at 523 E. Gregory Street. Board Member Grundhoefer inquired if there was a setback. Historic Preservation Planner Harding stated that the location is within the Gateway Review zoning district in which setbacks are based upon specific roads. Bob Cordes stated that they complied with the setbacks. A discussion continued in regards to impervious pavers. Board Member Van Hoose thanked the developer for vision and inquired if there would be room for a car in the specified area. Bob Cordes stated that there would not be room for a vehicle and that it would remain landscaped. Board Member Van Hoose asked if the paved area will be where what is now grass on the lot and if traffic flow around the building would be impacted. Bob Cordes answered yes and no respectively. Board Member Van Hoose asked what the specific condition was and noted that the situation of no outside seating was not created by the city. Board Member Powell asked if railroad right of way is a special condition. Chairperson Paul Ritz stated that 81% does not include the triangle of railroad right of way. Chairperson Paul Ritz stated that as a board all need to agree with all seven variance criteria and deliberation was needed. Chairperson Paul Ritz asked if it was an action of the application. Vice Chair Larson stated that going from 75 to 81 by variance and now more. Historic Preservation Planner Harding said he did not think this met the variance criteria, the site is existing non-conforming. Chairperson Paul Ritz agreed with Historic Preservation Planner Harding. Grundhoefer and Van Hoose both stated there were not conditions that exist that are peculiar for criteria #1. Chairperson, Paul Ritz, stated that if all the criteria are not met, the board need not continue. Bob Cordes asked if criteria would be met if he reduced the amount of impervious surface. Assistant Planning & Zoning Manager, Cannon stated that in asking for a variance, all criteria needed to be met. Assistant City Attorney, Lindsay stated a motion could be made that honors the intent and meets with policy of the Board. Reading from the code, Lindsay stated that Cordes could appeal to the Circuit Court if he did not agree with the ruling. Assistant City Attorney, Lindsay continued by saying that in Quasi, you are sitting and acting as a judge in a court of law. Furthermore, applicant (Cordes) has a right to rebuttal, including after deliberation. Harding stated that it can be approved, denied, or modified to a lesser amount. Assistant Planning & Zoning Manager, Cannon followed this by stating it still must meet the criteria. Chairperson, Paul Ritz clarified by asking if it was being suggested to move the impervious surface to an alternative area. Bob Cordes stated he was in agreement to shift some of the impervious area by using impervious pavers. Chairperson, Paul Ritz inquired if anyone had been to Fusion and stated the applicant could trade some pervious to impervious pavers to get 81%. While showing the area on the screen, Bob Cordes stated that the seating is needed, and he would like to take the surface at the dumpsters and replace with pervious pavers. Board member Van Hoose stated if there are able to make that exchange, a motion would not be needed. Assistant Planning & Zoning Manager, Cannon stated that Bob Cordes must work this out with engineering and then a variance would not be required. Chairperson, Paul Ritz asked if everyone understood that they were getting to 85% and

not staying at 81%. Board Member Grundhoefer stated that whatever the area, grant the variance with modifications to offset the amount of area (+/- 600 square feet) with equal amount of pervious pavers. The special condition is adding pervious area to offset. Board Member Powell stated special conditions were existing or we have determined there was one. **Board member Grundhoefer made a motion to approve contingent on the special condition, seconded by Board Member Powell, and it carried 6:0.**

#### **Aesthetic Review – 523 E. Gregory Street**

Bob Cordes is requesting a new color scheme, removal of storefront doors, addition of a New Orleans flair to design, a door to outside seating, window replacement, and the addition of handicap parking spaces. Chairperson, Paul Ritz, stated the presentation was weak due to missing images other than the photo of the door. Board Member, Grundhoefer, asked if the outdoor dining area would be fenced as they typically are. Bob Cordes stated they planned on moving the existing fence to the outdoor dining area. He further stated that he was unsure if they would get the variance so they did not plan much other than the color scheme changing. Assistant Planning & Zoning Manager, Cannon, stated ECUA provided comments regarding an easement on former DeLeon Right of way and stated they can't have a permanent structure. Assistant Planning & Zoning Manager Cannon asked if Chairman Paul Ritz was requesting color elevations. Chairperson, Paul Ritz stated that in prior cases, more informative plans have been shown and these plans are inconsistent. He stated it is difficult to address with what was presented. Board Member Grundhoefer asked if the three items could be abbreviated review. Chairperson, Paul Ritz stated the last two had gone to Board Member, Grundhoefer. He requested a motion from the Board to request additional information via an abbreviated review. **Board Member Grundhoefer made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Charletha Powell, and it carried 6:0.**

#### **Site Plan and Aesthetic Review – Application – 711 S. Palafox Street**

Jim English is requesting a Site Plan and Aesthetic Review for 711 S. Palafox Street. Brian Spencer referenced 4040 Dunwoody Drive. Jim English discussed with neighbors that their building falls under the category of being a contributing structure by the Architectural Review Board unlike his structure. Historic Preservation Planner Harding provided a history of demo approval. Brian Spencer stated that a precast building system is most appropriate and least impactful to adjacent buildings. Further stating that if you have been along I-10, a building can be seen being constructed using precast. Access to sides is virtually impossible to attain as is the rear due to Baylen Slip. Discussion during demo requested street level detail. Chairperson, Paul Ritz, stated horizontal lines and color like the Cultural Center would be preferable than white in an area with brick. Brian Spencer stated it was to be tan-muted limestone. Assistant Planning & Zoning Manager Cannon referenced special consideration to building within a historic district. Brian Spencer stated that Jim English was at the meeting and could discuss color. Brian Spencer stated to the south is painted stucco, and next painted stucco in pale green. On the north is a newer brick building. Across the street is blue-ish stucco. Brian Spencer further stated they are not interested in faux brick. Brian Spencer said each floor is 3400 square feet, if architects can view floor plan and remote access stairways. Board member Grundhoefer stated that the building is handsome and he is

sure they will come up with a beautiful color. Board Member Grundhoefer stated the garage was lacking human scale. Brian Spencer stated that due to FEMA, a habitable space is not allowed. Board Member Grundhoefer stated that it could be created visually. Board Member Grundhoefer also stated the wall can be blank, not like the Publix façade on Cervantes, but something other than a blank wall could be done. Discussion moved onto floor plan. Brian Spencer stated that rooms along Palafox would have a glass door with ornate entry to building. Chairperson, Paul Ritz asked if there could be embellishment. Brian Spencer stated it goes against good design. Chairperson, Paul Ritz stated spandrel glass could be used to create a storefront effect and could not be seen through. Board Member Grundhoefer stated he wanted the building to feel pedestrian. Jim English mentioned the last thing he wanted to do was stucco and brick, rather, he wanted to bring a historic feeling to South Palafox and with color and texture you can do anything. Chairperson Paul Ritz circled back to wanting to see something at a pedestrian scale other than one nice door and 3 blank spaces. Brian Spencer stated there was an opportunity to create a framework of door and spandrel glass and a transom for reflectivity. Board Member Powell stated this was a good compromise. Board Member Grundhoefer stated that the backside is contemporary and completely appropriate, Chairperson Paul Ritz agreed. Board Member Van Hoose stated that she is not excited about white and felt a darker color would be better due to the abundance of brick on the street. Discussion moved to street view of Escambia Courthouse Building. Chairperson Paul Ritz stated that the elevation is much different. Board Member Van Hoose stated it would be preferred if it blended with those buildings around it. Chairperson Paul Ritz reminded board it was a site plan and aesthetic review before the Board. Board Member Grundhoefer stated future revisions could go through an abbreviated review process. Chairperson Paul Ritz stated it is a major building. Assistant Planning & Zoning Manager Cannon mentioned that another consideration is to have them be approved together as this will continue before City Council. Brian Spencer stated he appreciated the Abbreviated Review due to construction timing. The abbreviated review will go to both Chairperson Paul Ritz and Board Member Grundhoefer. **Board Member Powell made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Larson, and it carried 6:0.**

#### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation**

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation introduced by Assistant Planning & Zoning Manager Cannon. Baptist Hospital acquired additional parcels adjacent to the site of their new campus and subsequently requested annexation of the subject. This requires a map amendment to establish a new zoning district. It is customary to apply the adjacent zoning district. This was initiated through the voluntary annexation process; the city did not involuntarily apply these to Baptist. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and it carried 6:0.**

#### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Mark Eaton Annexation**

Request for Map Amendments to the City's Zoning and Future Land Use Maps Mark Eaton Annexation, introduction skipped due to similarity to Baptist annexation. Vice Chair

Larson asked about the gap between the two parcels and asked if it created an enclave and if this was permitted. Assistant Planning & Zoning Manager Cannon stated that they cannot create an enclave, access must remain to the other parcels. Mark Eaton has met the criteria of the state and avoided creating an enclave. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson.** Community Member, Bob Humley approached stand and introduced himself. Was confused if he needed to be there due to confusing signage making him think he was being annexed. Assistant Planning & Zoning Manager Cannon and Chairperson Paul Ritz cleared that he was not being annexed, but if he could pursue this through a voluntary process if so desired. **Vote carried 6:0.**

### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Richards Memorial United Church Property Annexation**

Request for Map Amendments to the City's Zoning and Future land Use Maps – Richards Memorial United Church Property Annexation introduced by Assistant Planning & Zoning Manager Cannon. Stated that the jurisdictional boundary goes through the middle of the property and it is being requested into one jurisdiction. Chairperson Paul Ritz asks if there is any discussion or a motion. Vice Chair Larson asked if owner wanted this annex. Assistant Planning & Zoning Manager Cannon answered that this annex was voluntary. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and vote carried 6:0.**

### **Comprehensive Plan Amendment – Coastal Management Element**

Comprehensive Plan Amendment – Coastal Management Element introduced by Assistant Planning & Zoning Manager Cannon. In 2015, the Florida Legislature passed the Peril of Flood Law which directed jurisdictions that have a Coastal Management Element as part of their comprehensive plan to include a redevelopment component with principles that must be used to eliminate inappropriate and unsafe development in coastal areas. These requirements are related to coastal flooding and impacts of sea level rise. Pursuant to Sec 163.3178(2)(f) of Florida Statute Peril of Flood Law, the proposed amendments were drafted by a consulting firm specializing in the Peril of Flood redevelopment component. The redevelopment component must include the six strategies outlined in the state statute addressing best management practices that reduce losses due to flooding. Assistant Planning & Zoning Manager Cannon stated that the Planning Board has the authority to further edit both the existing and proposed language. Proposed amendment recommendations made by Chairperson Paul Ritz, Vice Chair Larson, Board Members Grundhoefer, Van Hoose, and Powel were discussed and notated by Assistant Planning & Zoning Manager Cannon. **Vice Chair Larson motioned to approve as amended, seconded by Board Member Powell, and vote carried 6:0.**



**Open Forum – none**

**Discussion – none**

**Adjournment** – With no further business, the Board adjourned at 5:24 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP  
Assistant Planning Director  
Secretary of the Board



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 19-22

City Council

4/28/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PROPOSED ORDINANCE NO. 19-22 - FUTURE LAND USE MAP AMENDMENT - RECENTLY ANNEXED PROPERTIES - BAPTIST HOSPITAL.

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 19-22 on first reading.

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City recently approved the annexation of properties owned by Baptist Hospital. The annexation necessitates an amendment to the City's Future Land Use and Zoning Maps to include the subject properties. The recommended zoning is C-3 (Commercial, Wholesale and Limited Industry) with a corresponding Future Land Use designation of C (Commercial).

On April 12, 2022 the Planning Board unanimously recommended approval of the proposed map amendments.

**PRIOR ACTION:**

April 14, 2022 - City Council granted final approval of the annexation request.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The City would receive stormwater and franchise fees and where applicable, ad valorem and public service tax revenues from the subject parcels as well as from any future improvements.

**CITY ATTORNEY REVIEW:** Yes

4/13/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Sherry Morris, AICP, Development Services Department Director

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 19-22
- 2) Exhibit A - Maps of Annexation Area
- 3) Planning Board Minutes April 12 2022 - DRAFT

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 19-22

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING THE COMPREHENSIVE  
PLAN AND FUTURE LAND USE MAP OF THE CITY OF  
PENSACOLA, FLORIDA; PROVIDING FOR  
SEVERABILITY; REPEALING CLAUSE; PROVIDING  
AN EFFECTIVE DATE.

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the city council desires to effect an amendment to a portion of the future land use element of the comprehensive plan; and

WHEREAS, said amendment is consistent with the other portions of the future land use element and all other applicable elements of the comprehensive plan, as amended; and

WHEREAS, said amendment will affirmatively contribute to the health, safety and general welfare of the citizens of the city; and

WHEREAS, the city council has followed all of the procedures set forth in F.S. sections 163.3184 and 163.3187, and all other applicable provisions of law and local procedures with relation to amendment to the future land use element of the comprehensive plan; and

WHEREAS, proper public notice was provided and appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following amendment to the comprehensive plan and future land use map of the city; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to the following described real property in the City of Pensacola, Florida, to-wit:

BEGINNING AT THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DEED OF WM. FISHER TO I.N. HERRINGTON, DATED APRIL 2ND, 1910, AND RECORDED IN DEED BOOK 58 AT PAGE 404 OF THE PUBLIC RECORD OF ESCAMBIA COUNTY, FLORIDA; THENCE RUNNING NORTH ALONG THE RIGHT

OF WAY LINE OF THE LOUISVILLE AND NASHVILLE RAILROAD COMPANY ONE HUNDRED AND FIVE (105) FEET; THENCE RUNNING EAST AT RIGHT ANGLE FOUR HUNDRED AND TWENTY (420) FEET; THENCE RUNNING SOUTH AT RIGHT ANGLE ONE HUNDRED AND FIVE (105) FEET; THENCE RUNNING WEST AT RIGHT ANGLE FOUR HUNDRED AND TWENTY (420) FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT PROPERTY SOLD TO THE BOARD OF COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA IN BOOK 96, PAGE 109 OF THE PUBLIC RECORDS OF SAID ESCAMBIA COUNTY, FLORIDA.

AND;

BEGINNING AT THE SOUTHEAST CORNER OF THE ACRE OF LAND DEEDED TO GEORGE M. BARROW, BY EVA MCMAHON, SEPTEMBER 19, 1918, AND RUNNING NORTH ONE HUNDRED FIVE (105) FEET, THENCE EAST FOUR HUNDRED TWENTY (420) FEET, THENCE SOUTH ONE HUNDRED FIVE (105) FEET, THENCE WEST FOUR HUNDRED TWENTY (420) FEET TO POINT OF BEGINNING, IN SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, IN THE JAYME FONTANEL GRANT, BEING A PART OF THE TRACT OF LAND CONVEYED TO I.N. HERRINGTON BY WM. FISHER AND RUBY FISHER, APRIL 2ND, 1910. LESS AND EXCEPT PROPERTY SOLD TO THE BOARD OF COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA IN BOOK 96, PAGE 109 OF THE PUBLIC RECORDS OF SAID ESCAMBIA COUNTY, FLORIDA.

the same is hereby changed to Commercial Land Use District fully as if all of the said real property had been originally included in City of Pensacola Commercial Future Land Use District.

A map depicting the area to be annexed is attached hereto as Exhibit A.

SECTION 2. The city council shall by subsequently adopted ordinance change the zoning classification and zoning map for the subject property to a permissible zoning classification, as determined by the discretion of the city council, which is consistent with the future land use classification adopted by this ordinance. Pending the adoption of such a rezoning ordinance, no development of the subject property shall be permitted which is inconsistent with the future land use classification adopted by this ordinance.

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




SECTION 5. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

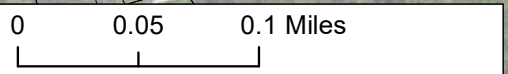
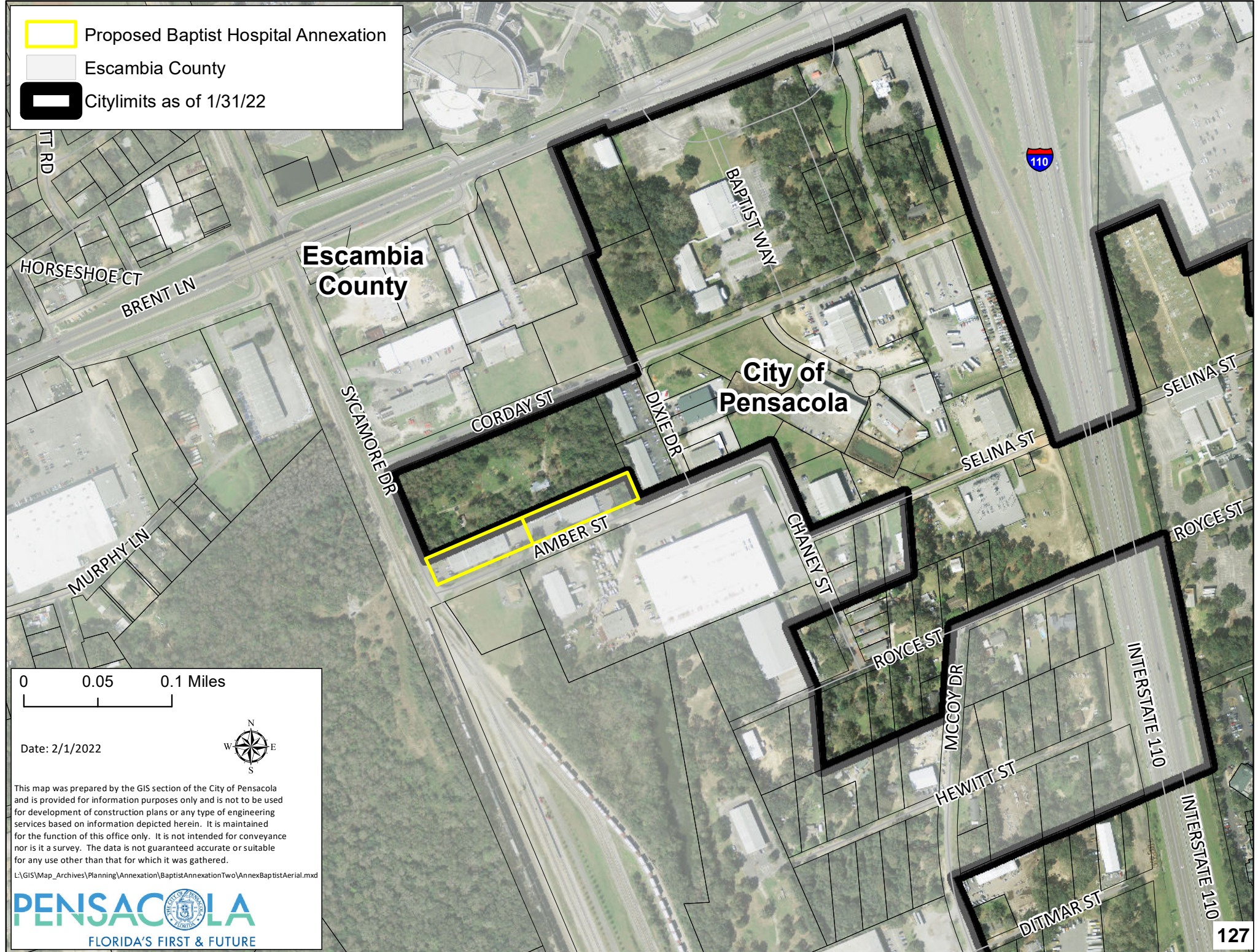
Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk


-  Proposed Baptist Hospital Annexation
-  Escambia County
-  Citylimits as of 1/31/22








Date: 2/1/2022

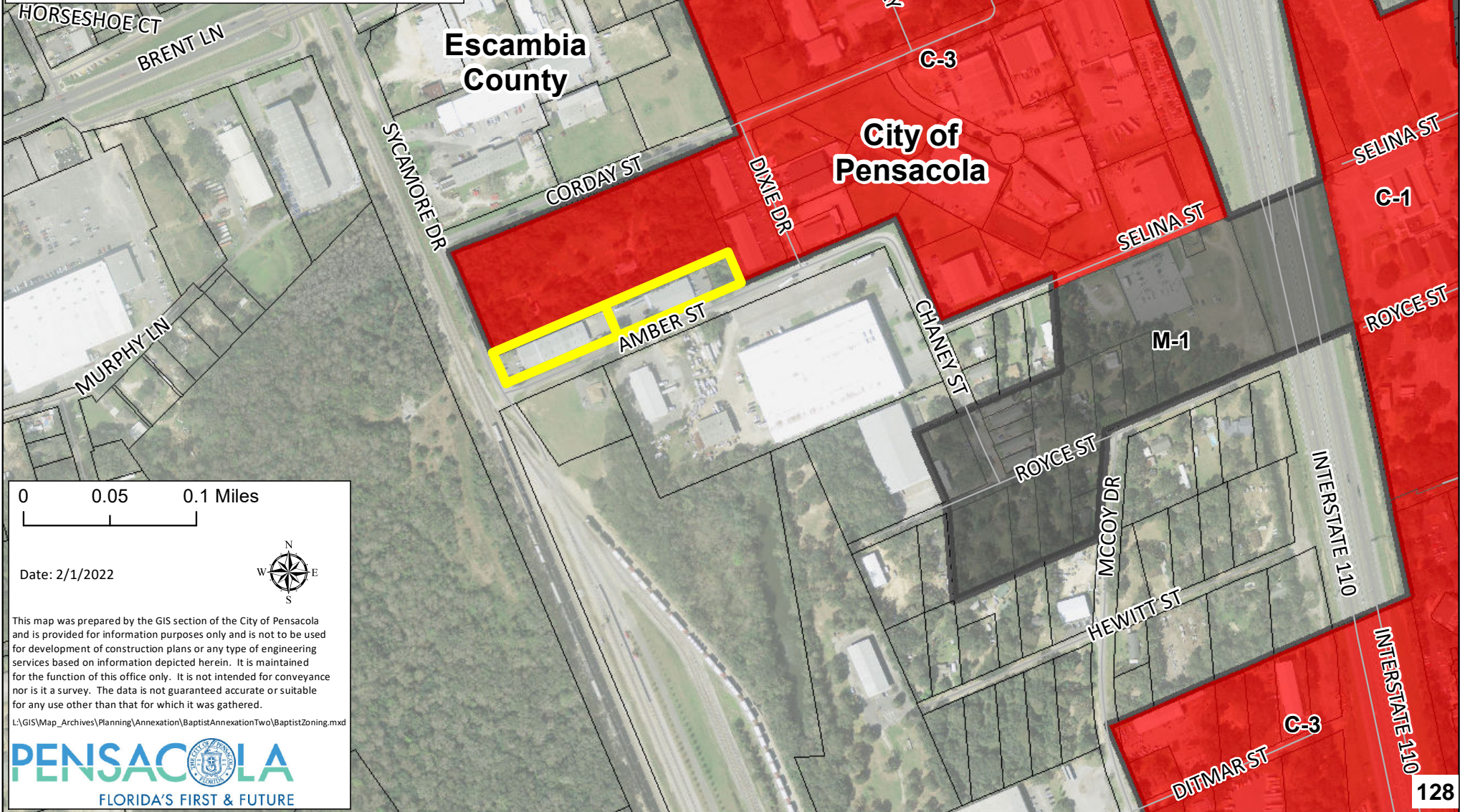
This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. 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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


 Proposed Baptist Hospital Annexation

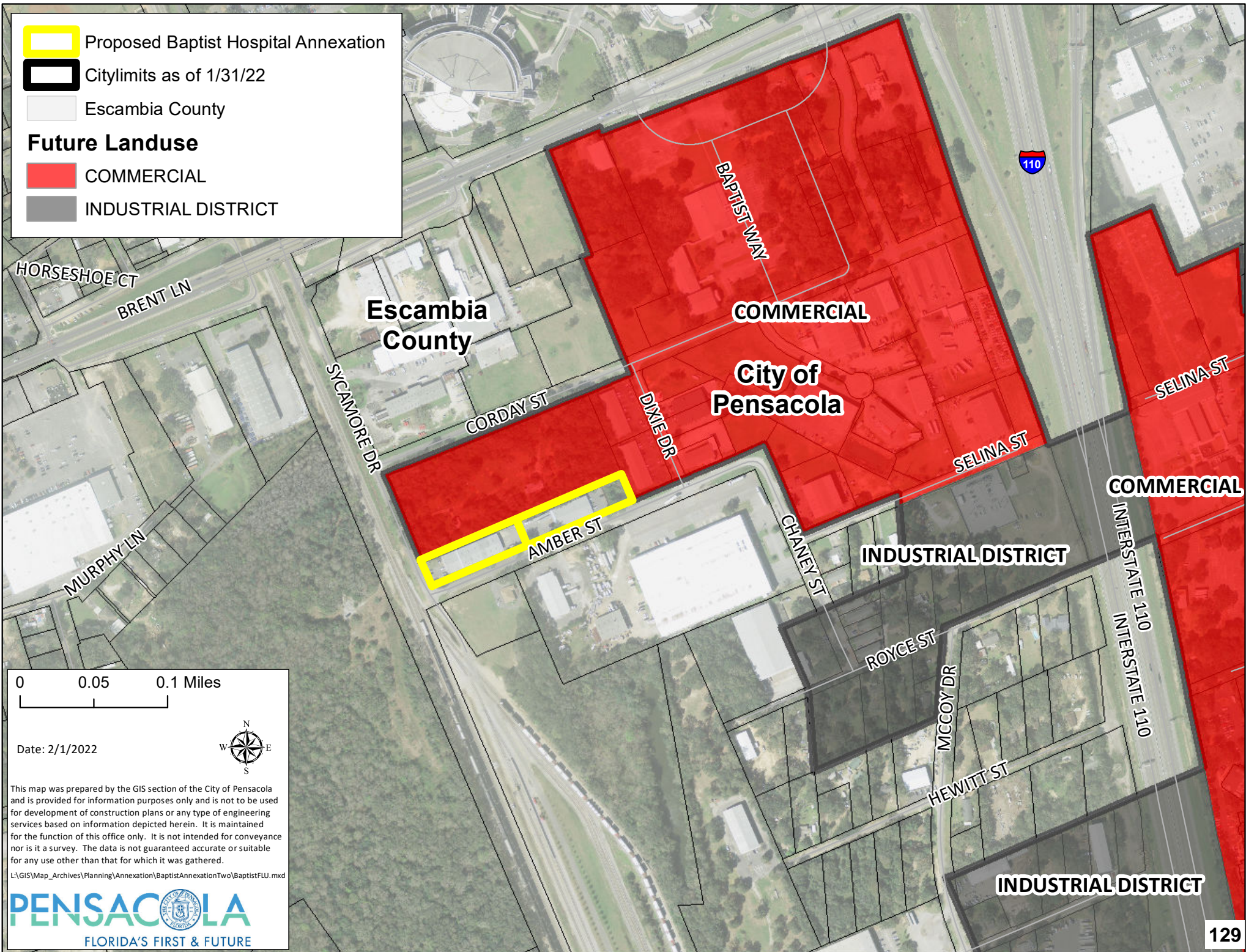
**ZONING**

-  COMMERCIAL (C-3)
-  INDUSTRIAL
-  RETAIL COMMERCIAL (C-1)
-  Escambia County
-  Citylimits as of 1/31/22





-  Proposed Baptist Hospital Annexation
-  Citylimits as of 1/31/22
-  Escambia County
- Future Landuse**
-  COMMERCIAL
-  INDUSTRIAL DISTRICT



0 0.05 0.1 Miles

Date: 2/1/2022



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## **MINUTES OF THE PLANNING BOARD**

**April 12, 2022**

**MEMBERS PRESENT:** Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Van Hoose, Board Member Powell, Board Member Sampson

**MEMBERS ABSENT:** Board Member Villegas (virtual – no voting).

**STAFF PRESENT:** Assistant Planning & Zoning Manager Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Help Desk Technician Russo, Development Services Director Morris

**STAFF VIRTUAL:** Senior Planner Statler

**OTHERS PRESENT:** Bob Cordes, Jim English, Brian Spencer, Bob Humley

### **AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from March 8, 2022
- **New Business:**
- Variance Request – 523 E. Gregory Street
- Aesthetic Review – 523 E. Gregory Street
- Site Plan and Aesthetic Review – 711 S. Palafox Street
- Request for Map Amendments – Baptist Hospital Annexation
- Request for Map Amendments – Mark Eaton Annexation
- Request for Map Amendments – Richards Memorial United Church Property Annexation
- Comprehensive Plan Amendment – Coastal Management Element
- Open Forum
- Discussion
- Adjournment

### **Call to Order / Quorum Present**

Chairperson Paul Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

**Approval of Meeting Minutes - Board Member Larson made a motion to approve the March 8, 2022 minutes, seconded by Board Member Grundhoefer, and it carried unanimously.**

**New Business –**

**Variance Request to Section 12-3-12 (1) D.9 – 523. E Gregory Street**

Chairperson Paul Ritz addressed the board and stated that applicant, Bob Cordes, is representing the purchasers of a noncompliant restaurant and converting into a further noncompliant restaurant located at 523 E. Gregory Street. Board Member Grundhoefer inquired if there was a setback. Historic Preservation Planner Harding stated that the location is within the Gateway Review zoning district in which setbacks are based upon specific roads. Bob Cordes stated that they complied with the setbacks. A discussion continued in regards to impervious pavers. Board Member Van Hoose thanked the developer for vision and inquired if there would be room for a car in the specified area. Bob Cordes stated that there would not be room for a vehicle and that it would remain landscaped. Board Member Van Hoose asked if the paved area will be where what is now grass on the lot and if traffic flow around the building would be impacted. Bob Cordes answered yes and no respectively. Board Member Van Hoose asked what the specific condition was and noted that the situation of no outside seating was not created by the city. Board Member Powell asked if railroad right of way is a special condition. Chairperson Paul Ritz stated that 81% does not include the triangle of railroad right of way. Chairperson Paul Ritz stated that as a board all need to agree with all seven variance criteria and deliberation was needed. Chairperson Paul Ritz asked if it was an action of the application. Vice Chair Larson stated that going from 75 to 81 by variance and now more. Historic Preservation Planner Harding said he did not think this met the variance criteria, the site is existing non-conforming. Chairperson Paul Ritz agreed with Historic Preservation Planner Harding. Grundhoefer and Van Hoose both stated there were not conditions that exist that are peculiar for criteria #1. Chairperson, Paul Ritz, stated that if all the criteria are not met, the board need not continue. Bob Cordes asked if criteria would be met if he reduced the amount of impervious surface. Assistant Planning & Zoning Manager, Cannon stated that in asking for a variance, all criteria needed to be met. Assistant City Attorney, Lindsay stated a motion could be made that honors the intent and meets with policy of the Board. Reading from the code, Lindsay stated that Cordes could appeal to the Circuit Court if he did not agree with the ruling. Assistant City Attorney, Lindsay continued by saying that in Quasi, you are sitting and acting as a judge in a court of law. Furthermore, applicant (Cordes) has a right to rebuttal, including after deliberation. Harding stated that it can be approved, denied, or modified to a lesser amount. Assistant Planning & Zoning Manager, Cannon followed this by stating it still must meet the criteria. Chairperson, Paul Ritz clarified by asking if it was being suggested to move the impervious surface to an alternative area. Bob Cordes stated he was in agreement to shift some of the impervious area by using impervious pavers. Chairperson, Paul Ritz inquired if anyone had been to Fusion and stated the applicant could trade some pervious to impervious pavers to get 81%. While showing the area on the screen, Bob Cordes stated that the seating is needed, and he would like to take the surface at the dumpsters and replace with pervious pavers. Board member Van Hoose stated if there are able to make that exchange, a motion would not be needed. Assistant Planning & Zoning Manager, Cannon stated that Bob Cordes must work this out with engineering and then a variance would not be required. Chairperson, Paul Ritz asked if everyone understood that they were getting to 85% and

not staying at 81%. Board Member Grundhoefer stated that whatever the area, grant the variance with modifications to offset the amount of area (+/- 600 square feet) with equal amount of pervious pavers. The special condition is adding pervious area to offset. Board Member Powell stated special conditions were existing or we have determined there was one. **Board member Grundhoefer made a motion to approve contingent on the special condition, seconded by Board Member Powell, and it carried 6:0.**

#### **Aesthetic Review – 523 E. Gregory Street**

Bob Cordes is requesting a new color scheme, removal of storefront doors, addition of a New Orleans flair to design, a door to outside seating, window replacement, and the addition of handicap parking spaces. Chairperson, Paul Ritz, stated the presentation was weak due to missing images other than the photo of the door. Board Member, Grundhoefer, asked if the outdoor dining area would be fenced as they typically are. Bob Cordes stated they planned on moving the existing fence to the outdoor dining area. He further stated that he was unsure if they would get the variance so they did not plan much other than the color scheme changing. Assistant Planning & Zoning Manager, Cannon, stated ECUA provided comments regarding an easement on former DeLeon Right of way and stated they can't have a permanent structure. Assistant Planning & Zoning Manager Cannon asked if Chairman Paul Ritz was requesting color elevations. Chairperson, Paul Ritz stated that in prior cases, more informative plans have been shown and these plans are inconsistent. He stated it is difficult to address with what was presented. Board Member Grundhoefer asked if the three items could be abbreviated review. Chairperson, Paul Ritz stated the last two had gone to Board Member, Grundhoefer. He requested a motion from the Board to request additional information via an abbreviated review. **Board Member Grundhoefer made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Charletha Powell, and it carried 6:0.**

#### **Site Plan and Aesthetic Review – Application – 711 S. Palafox Street**

Jim English is requesting a Site Plan and Aesthetic Review for 711 S. Palafox Street. Brian Spencer referenced 4040 Dunwoody Drive. Jim English discussed with neighbors that their building falls under the category of being a contributing structure by the Architectural Review Board unlike his structure. Historic Preservation Planner Harding provided a history of demo approval. Brian Spencer stated that a precast building system is most appropriate and least impactful to adjacent buildings. Further stating that if you have been along I-10, a building can be seen being constructed using precast. Access to sides is virtually impossible to attain as is the rear due to Baylen Slip. Discussion during demo requested street level detail. Chairperson, Paul Ritz, stated horizontal lines and color like the Cultural Center would be preferable than white in an area with brick. Brian Spencer stated it was to be tan-muted limestone. Assistant Planning & Zoning Manager Cannon referenced special consideration to building within a historic district. Brian Spencer stated that Jim English was at the meeting and could discuss color. Brian Spencer stated to the south is painted stucco, and next painted stucco in pale green. On the north is a newer brick building. Across the street is blue-ish stucco. Brian Spencer further stated they are not interested in faux brick. Brian Spencer said each floor is 3400 square feet, if architects can view floor plan and remote access stairways. Board member Grundhoefer stated that the building is handsome and he is

sure they will come up with a beautiful color. Board Member Grundhoefer stated the garage was lacking human scale. Brian Spencer stated that due to FEMA, a habitable space is not allowed. Board Member Grundhoefer stated that it could be created visually. Board Member Grundhoefer also stated the wall can be blank, not like the Publix façade on Cervantes, but something other than a blank wall could be done. Discussion moved onto floor plan. Brian Spencer stated that rooms along Palafox would have a glass door with ornate entry to building. Chairperson, Paul Ritz asked if there could be embellishment. Brian Spencer stated it goes against good design. Chairperson, Paul Ritz stated spandrel glass could be used to create a storefront effect and could not be seen through. Board Member Grundhoefer stated he wanted the building to feel pedestrian. Jim English mentioned the last thing he wanted to do was stucco and brick, rather, he wanted to bring a historic feeling to South Palafox and with color and texture you can do anything. Chairperson Paul Ritz circled back to wanting to see something at a pedestrian scale other than one nice door and 3 blank spaces. Brian Spencer stated there was an opportunity to create a framework of door and spandrel glass and a transom for reflectivity. Board Member Powell stated this was a good compromise. Board Member Grundhoefer stated that the backside is contemporary and completely appropriate, Chairperson Paul Ritz agreed. Board Member Van Hoose stated that she is not excited about white and felt a darker color would be better due to the abundance of brick on the street. Discussion moved to street view of Escambia Courthouse Building. Chairperson Paul Ritz stated that the elevation is much different. Board Member Van Hoose stated it would be preferred if it blended with those buildings around it. Chairperson Paul Ritz reminded board it was a site plan and aesthetic review before the Board. Board Member Grundhoefer stated future revisions could go through an abbreviated review process. Chairperson Paul Ritz stated it is a major building. Assistant Planning & Zoning Manager Cannon mentioned that another consideration is to have them be approved together as this will continue before City Council. Brian Spencer stated he appreciated the Abbreviated Review due to construction timing. The abbreviated review will go to both Chairperson Paul Ritz and Board Member Grundhoefer. **Board Member Powell made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Larson, and it carried 6:0.**

#### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation**

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation introduced by Assistant Planning & Zoning Manager Cannon. Baptist Hospital acquired additional parcels adjacent to the site of their new campus and subsequently requested annexation of the subject. This requires a map amendment to establish a new zoning district. It is customary to apply the adjacent zoning district. This was initiated through the voluntary annexation process; the city did not involuntarily apply these to Baptist. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and it carried 6:0.**

#### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Mark Eaton Annexation**

Request for Map Amendments to the City's Zoning and Future Land Use Maps Mark Eaton Annexation, introduction skipped due to similarity to Baptist annexation. Vice Chair

Larson asked about the gap between the two parcels and asked if it created an enclave and if this was permitted. Assistant Planning & Zoning Manager Cannon stated that they cannot create an enclave, access must remain to the other parcels. Mark Eaton has met the criteria of the state and avoided creating an enclave. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson.** Community Member, Bob Humley approached stand and introduced himself. Was confused if he needed to be there due to confusing signage making him think he was being annexed. Assistant Planning & Zoning Manager Cannon and Chairperson Paul Ritz cleared that he was not being annexed, but if he could pursue this through a voluntary process if so desired. **Vote carried 6:0.**

### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Richards Memorial United Church Property Annexation**

Request for Map Amendments to the City's Zoning and Future land Use Maps – Richards Memorial United Church Property Annexation introduced by Assistant Planning & Zoning Manager Cannon. Stated that the jurisdictional boundary goes through the middle of the property and it is being requested into one jurisdiction. Chairperson Paul Ritz asks if there is any discussion or a motion. Vice Chair Larson asked if owner wanted this annex. Assistant Planning & Zoning Manager Cannon answered that this annex was voluntary. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and vote carried 6:0.**

### **Comprehensive Plan Amendment – Coastal Management Element**

Comprehensive Plan Amendment – Coastal Management Element introduced by Assistant Planning & Zoning Manager Cannon. In 2015, the Florida Legislature passed the Peril of Flood Law which directed jurisdictions that have a Coastal Management Element as part of their comprehensive plan to include a redevelopment component with principles that must be used to eliminate inappropriate and unsafe development in coastal areas. These requirements are related to coastal flooding and impacts of sea level rise. Pursuant to Sec 163.3178(2)(f) of Florida Statute Peril of Flood Law, the proposed amendments were drafted by a consulting firm specializing in the Peril of Flood redevelopment component. The redevelopment component must include the six strategies outlined in the state statute addressing best management practices that reduce losses due to flooding. Assistant Planning & Zoning Manager Cannon stated that the Planning Board has the authority to further edit both the existing and proposed language. Proposed amendment recommendations made by Chairperson Paul Ritz, Vice Chair Larson, Board Members Grundhoefer, Van Hoose, and Powel were discussed and notated by Assistant Planning & Zoning Manager Cannon. **Vice Chair Larson motioned to approve as amended, seconded by Board Member Powell, and vote carried 6:0.**

**Open Forum – none**

**Discussion – none**

**Adjournment** – With no further business, the Board adjourned at 5:24 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP  
Assistant Planning Director  
Secretary of the Board



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 20-22

City Council

4/28/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PROPOSED ORDINANCE NO. 20-22 - ZONING MAP AMENDMENT - RECENTLY ANNEXED PROPERTIES - BAPTIST HOSPITAL.

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 20-22 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, FLORIDA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City recently approved the annexation of properties owned by Baptist Hospital. The annexation necessitates an amendment to the City's Future Land Use and Zoning Maps to include the subject properties. The recommended zoning is C-3 (Commercial, Wholesale and Limited Industry) with a corresponding Future Land Use designation of C (Commercial).

On April 12, 2022 the Planning Board unanimously recommended approval of the proposed map amendments.

**PRIOR ACTION:**

April 14, 2022 - City Council granted final approval of the annexation request.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**



The City would receive stormwater and franchise fees and where applicable, ad valorem and public service tax revenues from the subject parcels as well as from any future improvements.

**CITY ATTORNEY REVIEW:** Yes

4/13/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
David Forte, Deputy City Administrator - Community Development  
Sherry Morris, AICP, Development Services Department Director

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 19-22
- 2) Exhibit A - Maps of Annexation Area
- 3) Planning Board Minutes April 12 2022 - DRAFT

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 20-22

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, FLORIDA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city 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 F.S. section 163.3174, and a proper public hearing was held on April 28, 2022 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 affirmative contribute to the health, safety, and general welfare of the citizens of the city; 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:

BEGINNING AT THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DEED OF WM. FISHER TO I.N. HERRINGTON, DATED APRIL 2ND, 1910, AND RECORDED IN DEED BOOK 58 AT PAGE 404 OF THE PUBLIC RECORD OF ESCAMBIA COUNTY, FLORIDA; THENCE RUNNING NORTH ALONG THE RIGHT OF WAY LINE OF THE LOUISVILLE AND NASHVILLE RAILROAD COMPANY ONE HUNDRED AND FIVE (105) FEET; THENCE RUNNING EAST AT RIGHT ANGLE FOUR HUNDRED AND TWENTY (420) FEET; THENCE RUNNING SOUTH AT RIGHT ANGLE ONE HUNDRED AND FIVE (105) FEET; THENCE RUNNING WEST AT RIGHT ANGLE

FOUR HUNDRED AND TWENTY (420) FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT PROPERTY SOLD TO THE BOARD OF COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA IN BOOK 96, PAGE 109 OF THE PUBLIC RECORDS OF SAID ESCAMBIA COUNTY, FLORIDA.

AND;

BEGINNING AT THE SOUTHEAST CORNER OF THE ACRE OF LAND DEEDED TO GEORGE M. BARROW, BY EVA MCMAHON, SEPTEMBER 19, 1918, AND RUNNING NORTH ONE HUNDRED FIVE (105) FEET, THENCE EAST FOUR HUNDRED TWENTY (420) FEET, THENCE SOUTH ONE HUNDRED FIVE (105) FEET, THENCE WEST FOUR HUNDRED TWENTY (420) FEET TO POINT OF BEGINNING, IN SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, IN THE JAYME FONTANEL GRANT, BEING A PART OF THE TRACT OF LAND CONVEYED TO I.N. HERRINGTON BY WM. FISHER AND RUBY FISHER, APRIL 2ND, 1910. LESS AND EXCEPT PROPERTY SOLD TO THE BOARD OF COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA IN BOOK 96, PAGE 109 OF THE PUBLIC RECORDS OF SAID ESCAMBIA COUNTY, FLORIDA.

is hereby changed from County zoning designation to C-3 – Commercial, Wholesale and Limited Industry.

A map depicting the area to be annexed is attached hereto as Exhibit A.

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: \_\_\_\_\_

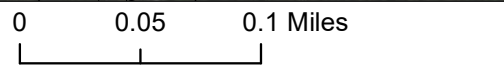
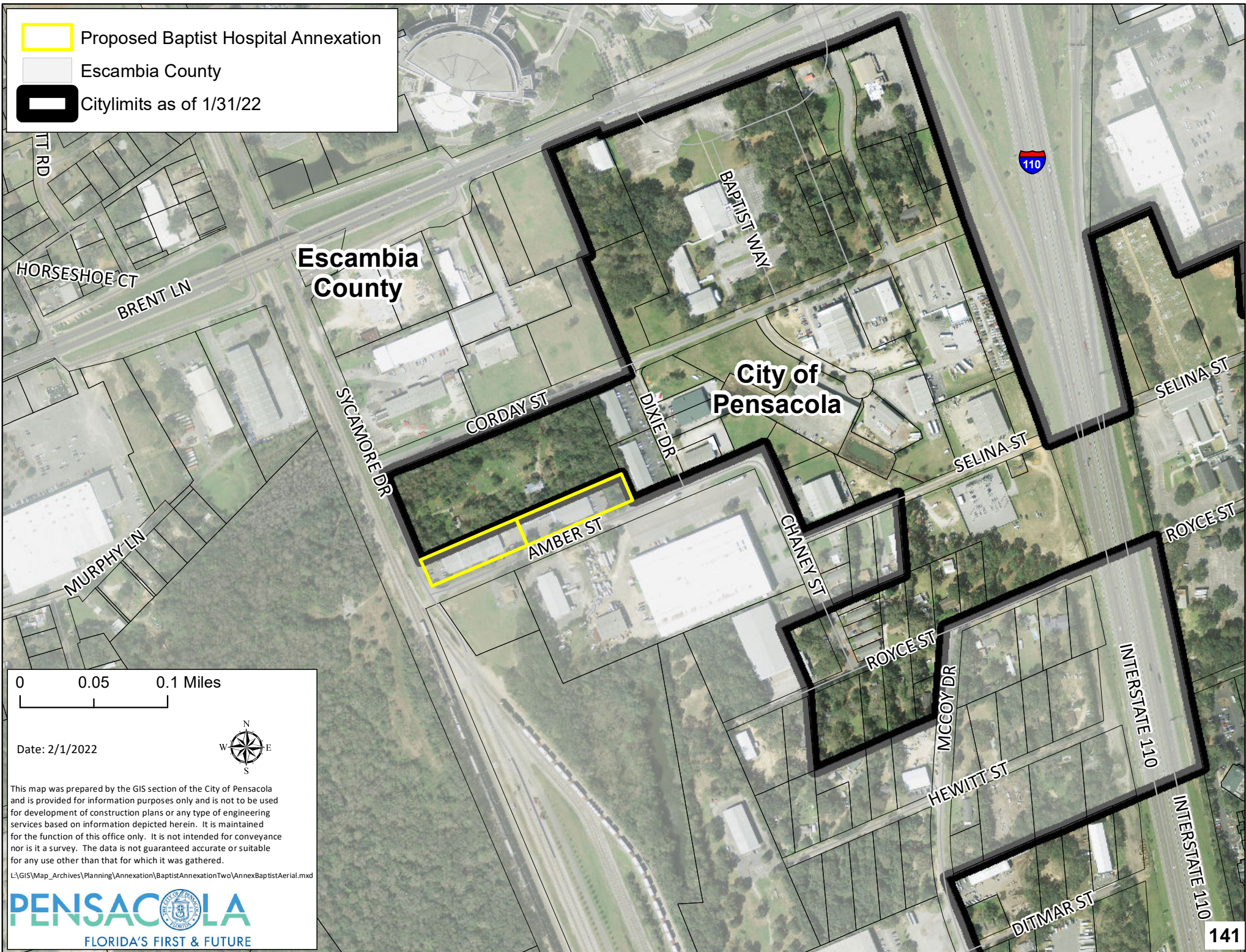
Approved: \_\_\_\_\_  
President of City Council

Attest:

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City Clerk

-  Proposed Baptist Hospital Annexation
-  Escambia County
-  Citylimits as of 1/31/22




Date: 2/1/2022








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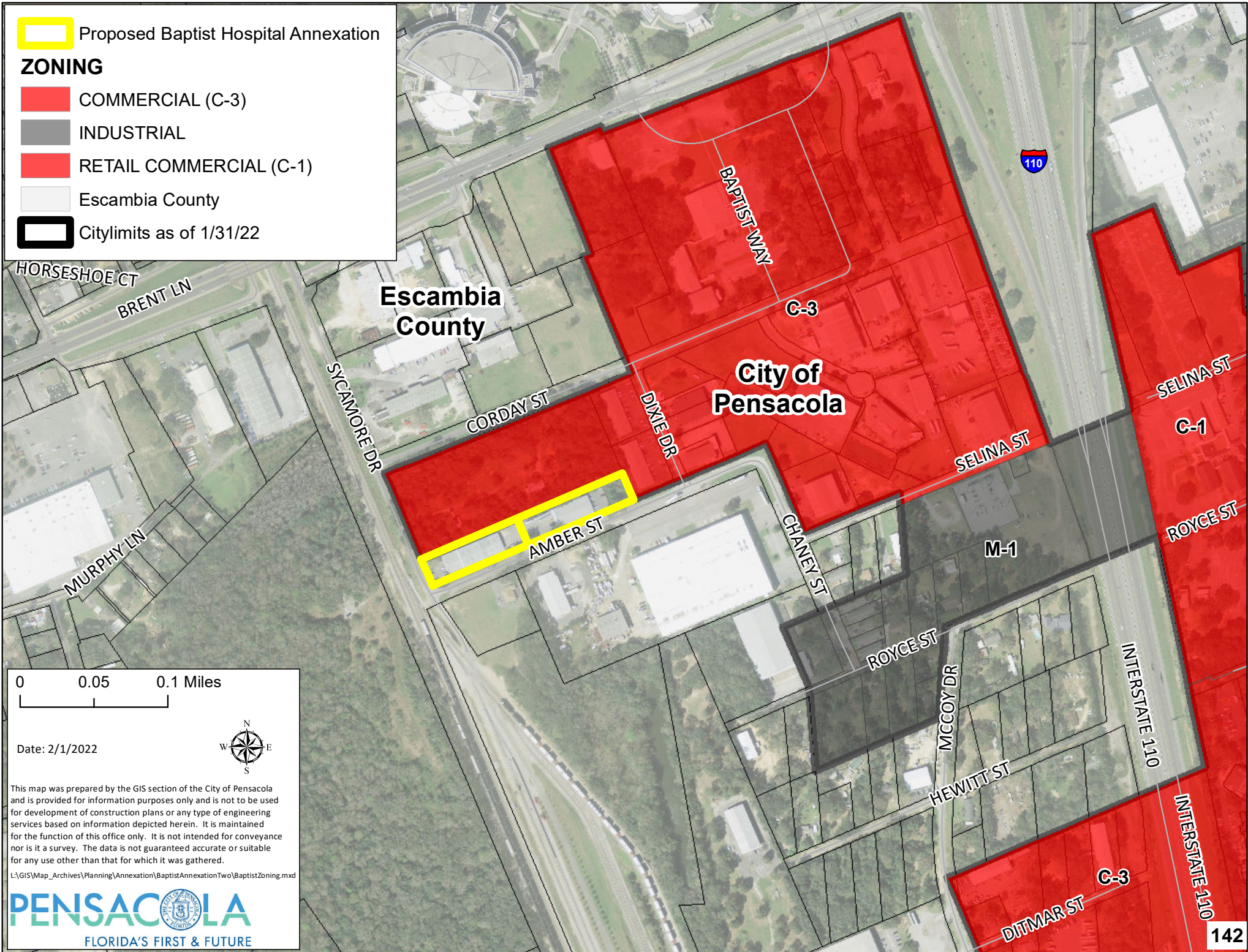
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 Proposed Baptist Hospital Annexation

**ZONING**

-  COMMERCIAL (C-3)
-  INDUSTRIAL
-  RETAIL COMMERCIAL (C-1)
-  Escambia County
-  Citylimits as of 1/31/22



0 0.05 0.1 Miles


Date: 2/1/2022





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 Proposed Baptist Hospital Annexation

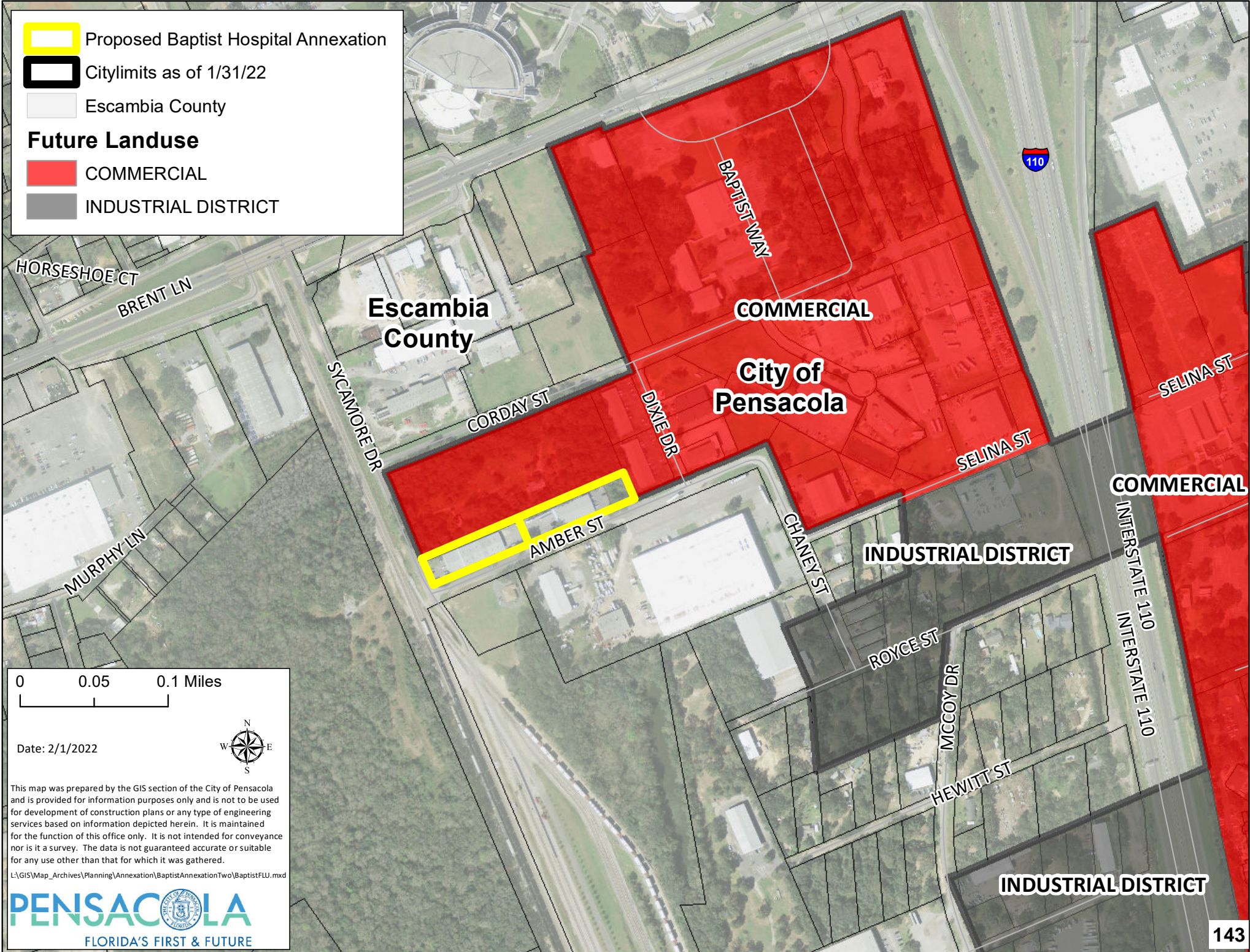
 Citylimits as of 1/31/22

 Escambia County

**Future Landuse**

 COMMERCIAL

 INDUSTRIAL DISTRICT



0 0.05 0.1 Miles

Date: 2/1/2022



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## **MINUTES OF THE PLANNING BOARD**

**April 12, 2022**

**MEMBERS PRESENT:** Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Van Hoose, Board Member Powell, Board Member Sampson

**MEMBERS ABSENT:** Board Member Villegas (virtual – no voting).

**STAFF PRESENT:** Assistant Planning & Zoning Manager Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Help Desk Technician Russo, Development Services Director Morris

**STAFF VIRTUAL:** Senior Planner Statler

**OTHERS PRESENT:** Bob Cordes, Jim English, Brian Spencer, Bob Humley

### **AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from March 8, 2022
- **New Business:**
  - Variance Request – 523 E. Gregory Street
  - Aesthetic Review – 523 E. Gregory Street
  - Site Plan and Aesthetic Review – 711 S. Palafox Street
  - Request for Map Amendments – Baptist Hospital Annexation
  - Request for Map Amendments – Mark Eaton Annexation
  - Request for Map Amendments – Richards Memorial United Church Property Annexation
  - Comprehensive Plan Amendment – Coastal Management Element
  - Open Forum
  - Discussion
  - Adjournment

### **Call to Order / Quorum Present**

Chairperson Paul Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.



**Approval of Meeting Minutes - Board Member Larson made a motion to approve the March 8, 2022 minutes, seconded by Board Member Grundhoefer, and it carried unanimously.**

**New Business –**

**Variance Request to Section 12-3-12 (1) D.9 – 523. E Gregory Street**

Chairperson Paul Ritz addressed the board and stated that applicant, Bob Cordes, is representing the purchasers of a noncompliant restaurant and converting into a further noncompliant restaurant located at 523 E. Gregory Street. Board Member Grundhoefer inquired if there was a setback. Historic Preservation Planner Harding stated that the location is within the Gateway Review zoning district in which setbacks are based upon specific roads. Bob Cordes stated that they complied with the setbacks. A discussion continued in regards to impervious pavers. Board Member Van Hoose thanked the developer for vision and inquired if there would be room for a car in the specified area. Bob Cordes stated that there would not be room for a vehicle and that it would remain landscaped. Board Member Van Hoose asked if the paved area will be where what is now grass on the lot and if traffic flow around the building would be impacted. Bob Cordes answered yes and no respectively. Board Member Van Hoose asked what the specific condition was and noted that the situation of no outside seating was not created by the city. Board Member Powell asked if railroad right of way is a special condition. Chairperson Paul Ritz stated that 81% does not include the triangle of railroad right of way. Chairperson Paul Ritz stated that as a board all need to agree with all seven variance criteria and deliberation was needed. Chairperson Paul Ritz asked if it was an action of the application. Vice Chair Larson stated that going from 75 to 81 by variance and now more. Historic Preservation Planner Harding said he did not think this met the variance criteria, the site is existing non-conforming. Chairperson Paul Ritz agreed with Historic Preservation Planner Harding. Grundhoefer and Van Hoose both stated there were not conditions that exist that are peculiar for criteria #1. Chairperson, Paul Ritz, stated that if all the criteria are not met, the board need not continue. Bob Cordes asked if criteria would be met if he reduced the amount of impervious surface. Assistant Planning & Zoning Manager, Cannon stated that in asking for a variance, all criteria needed to be met. Assistant City Attorney, Lindsay stated a motion could be made that honors the intent and meets with policy of the Board. Reading from the code, Lindsay stated that Cordes could appeal to the Circuit Court if he did not agree with the ruling. Assistant City Attorney, Lindsay continued by saying that in Quasi, you are sitting and acting as a judge in a court of law. Furthermore, applicant (Cordes) has a right to rebuttal, including after deliberation. Harding stated that it can be approved, denied, or modified to a lesser amount. Assistant Planning & Zoning Manager, Cannon followed this by stating it still must meet the criteria. Chairperson, Paul Ritz clarified by asking if it was being suggested to move the impervious surface to an alternative area. Bob Cordes stated he was in agreement to shift some of the impervious area by using impervious pavers. Chairperson, Paul Ritz inquired if anyone had been to Fusion and stated the applicant could trade some pervious to impervious pavers to get 81%. While showing the area on the screen, Bob Cordes stated that the seating is needed, and he would like to take the surface at the dumpsters and replace with pervious pavers. Board member Van Hoose stated if there are able to make that exchange, a motion would not be needed. Assistant Planning & Zoning Manager, Cannon stated that Bob Cordes must work this out with engineering and then a variance would not be required. Chairperson, Paul Ritz asked if everyone understood that they were getting to 85% and

not staying at 81%. Board Member Grundhoefer stated that whatever the area, grant the variance with modifications to offset the amount of area (+/- 600 square feet) with equal amount of pervious pavers. The special condition is adding pervious area to offset. Board Member Powell stated special conditions were existing or we have determined there was one. **Board member Grundhoefer made a motion to approve contingent on the special condition, seconded by Board Member Powell, and it carried 6:0.**

#### **Aesthetic Review – 523 E. Gregory Street**

Bob Cordes is requesting a new color scheme, removal of storefront doors, addition of a New Orleans flair to design, a door to outside seating, window replacement, and the addition of handicap parking spaces. Chairperson, Paul Ritz, stated the presentation was weak due to missing images other than the photo of the door. Board Member, Grundhoefer, asked if the outdoor dining area would be fenced as they typically are. Bob Cordes stated they planned on moving the existing fence to the outdoor dining area. He further stated that he was unsure if they would get the variance so they did not plan much other than the color scheme changing. Assistant Planning & Zoning Manager, Cannon, stated ECUA provided comments regarding an easement on former DeLeon Right of way and stated they can't have a permanent structure. Assistant Planning & Zoning Manager Cannon asked if Chairman Paul Ritz was requesting color elevations. Chairperson, Paul Ritz stated that in prior cases, more informative plans have been shown and these plans are inconsistent. He stated it is difficult to address with what was presented. Board Member Grundhoefer asked if the three items could be abbreviated review. Chairperson, Paul Ritz stated the last two had gone to Board Member, Grundhoefer. He requested a motion from the Board to request additional information via an abbreviated review. **Board Member Grundhoefer made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Charletha Powell, and it carried 6:0.**

#### **Site Plan and Aesthetic Review – Application – 711 S. Palafox Street**

Jim English is requesting a Site Plan and Aesthetic Review for 711 S. Palafox Street. Brian Spencer referenced 4040 Dunwoody Drive. Jim English discussed with neighbors that their building falls under the category of being a contributing structure by the Architectural Review Board unlike his structure. Historic Preservation Planner Harding provided a history of demo approval. Brian Spencer stated that a precast building system is most appropriate and least impactful to adjacent buildings. Further stating that if you have been along I-10, a building can be seen being constructed using precast. Access to sides is virtually impossible to attain as is the rear due to Baylen Slip. Discussion during demo requested street level detail. Chairperson, Paul Ritz, stated horizontal lines and color like the Cultural Center would be preferable than white in an area with brick. Brian Spencer stated it was to be tan-muted limestone. Assistant Planning & Zoning Manager Cannon referenced special consideration to building within a historic district. Brian Spencer stated that Jim English was at the meeting and could discuss color. Brian Spencer stated to the south is painted stucco, and next painted stucco in pale green. On the north is a newer brick building. Across the street is blue-ish stucco. Brian Spencer further stated they are not interested in faux brick. Brian Spencer said each floor is 3400 square feet, if architects can view floor plan and remote access stairways. Board member Grundhoefer stated that the building is handsome and he is

sure they will come up with a beautiful color. Board Member Grundhoefer stated the garage was lacking human scale. Brian Spencer stated that due to FEMA, a habitable space is not allowed. Board Member Grundhoefer stated that it could be created visually. Board Member Grundhoefer also stated the wall can be blank, not like the Publix façade on Cervantes, but something other than a blank wall could be done. Discussion moved onto floor plan. Brian Spencer stated that rooms along Palafox would have a glass door with ornate entry to building. Chairperson, Paul Ritz asked if there could be embellishment. Brian Spencer stated it goes against good design. Chairperson, Paul Ritz stated spandrel glass could be used to create a storefront effect and could not be seen through. Board Member Grundhoefer stated he wanted the building to feel pedestrian. Jim English mentioned the last thing he wanted to do was stucco and brick, rather, he wanted to bring a historic feeling to South Palafox and with color and texture you can do anything. Chairperson Paul Ritz circled back to wanting to see something at a pedestrian scale other than one nice door and 3 blank spaces. Brian Spencer stated there was an opportunity to create a framework of door and spandrel glass and a transom for reflectivity. Board Member Powell stated this was a good compromise. Board Member Grundhoefer stated that the backside is contemporary and completely appropriate, Chairperson Paul Ritz agreed. Board Member Van Hoose stated that she is not excited about white and felt a darker color would be better due to the abundance of brick on the street. Discussion moved to street view of Escambia Courthouse Building. Chairperson Paul Ritz stated that the elevation is much different. Board Member Van Hoose stated it would be preferred if it blended with those buildings around it. Chairperson Paul Ritz reminded board it was a site plan and aesthetic review before the Board. Board Member Grundhoefer stated future revisions could go through an abbreviated review process. Chairperson Paul Ritz stated it is a major building. Assistant Planning & Zoning Manager Cannon mentioned that another consideration is to have them be approved together as this will continue before City Council. Brian Spencer stated he appreciated the Abbreviated Review due to construction timing. The abbreviated review will go to both Chairperson Paul Ritz and Board Member Grundhoefer. **Board Member Powell made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Larson, and it carried 6:0.**

#### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation**

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation introduced by Assistant Planning & Zoning Manager Cannon. Baptist Hospital acquired additional parcels adjacent to the site of their new campus and subsequently requested annexation of the subject. This requires a map amendment to establish a new zoning district. It is customary to apply the adjacent zoning district. This was initiated through the voluntary annexation process; the city did not involuntarily apply these to Baptist. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and it carried 6:0.**

#### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Mark Eaton Annexation**

Request for Map Amendments to the City's Zoning and Future Land Use Maps Mark Eaton Annexation, introduction skipped due to similarity to Baptist annexation. Vice Chair

Larson asked about the gap between the two parcels and asked if it created an enclave and if this was permitted. Assistant Planning & Zoning Manager Cannon stated that they cannot create an enclave, access must remain to the other parcels. Mark Eaton has met the criteria of the state and avoided creating an enclave. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson.** Community Member, Bob Humley approached stand and introduced himself. Was confused if he needed to be there due to confusing signage making him think he was being annexed. Assistant Planning & Zoning Manager Cannon and Chairperson Paul Ritz cleared that he was not being annexed, but if he could pursue this through a voluntary process if so desired. **Vote carried 6:0.**

### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Richards Memorial United Church Property Annexation**

Request for Map Amendments to the City's Zoning and Future land Use Maps – Richards Memorial United Church Property Annexation introduced by Assistant Planning & Zoning Manager Cannon. Stated that the jurisdictional boundary goes through the middle of the property and it is being requested into one jurisdiction. Chairperson Paul Ritz asks if there is any discussion or a motion. Vice Chair Larson asked if owner wanted this annex. Assistant Planning & Zoning Manager Cannon answered that this annex was voluntary. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and vote carried 6:0.**

### **Comprehensive Plan Amendment – Coastal Management Element**

Comprehensive Plan Amendment – Coastal Management Element introduced by Assistant Planning & Zoning Manager Cannon. In 2015, the Florida Legislature passed the Peril of Flood Law which directed jurisdictions that have a Coastal Management Element as part of their comprehensive plan to include a redevelopment component with principles that must be used to eliminate inappropriate and unsafe development in coastal areas. These requirements are related to coastal flooding and impacts of sea level rise. Pursuant to Sec 163.3178(2)(f) of Florida Statute Peril of Flood Law, the proposed amendments were drafted by a consulting firm specializing in the Peril of Flood redevelopment component. The redevelopment component must include the six strategies outlined in the state statute addressing best management practices that reduce losses due to flooding. Assistant Planning & Zoning Manager Cannon stated that the Planning Board has the authority to further edit both the existing and proposed language. Proposed amendment recommendations made by Chairperson Paul Ritz, Vice Chair Larson, Board Members Grundhoefer, Van Hoose, and Powel were discussed and notated by Assistant Planning & Zoning Manager Cannon. **Vice Chair Larson motioned to approve as amended, seconded by Board Member Powell, and vote carried 6:0.**

**Open Forum – none**

**Discussion – none**

**Adjournment** – With no further business, the Board adjourned at 5:24 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP  
Assistant Planning Director  
Secretary of the Board



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00392

City Council

4/28/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PUBLIC HEARING: FUTURE LAND USE MAP AND ZONING MAP AMENDMENT - RECENTLY ANNEXED PROPERTY - 315 EAST SELINA STREET AND 4908 CHANEY STREET

**RECOMMENDATION:**

That City Council conduct a Public Hearing on April 28, 2022, to amend the City's Future Land Use Map and Zoning Map for the properties located at 315 Selina Street and 4908 Chaney Steet, which were recently annexed into the City.

**HEARING REQUIRED:** Public

**SUMMARY:**

The City recently approved the annexation of properties located at 315 Selina Street and 4908 Chaney Steet. The annexation necessitates an amendment to the City's Future Land Use and Zoning Maps to include the subject properties. The recommended zoning is C-3 (Commercial, Wholesale and Limited Industry) with a corresponding Future Land Use designation of C (Commercial).

On April 12, 2022 the Planning Board unanimously recommended approval of the proposed map amendments.

**PRIOR ACTION:**

April 14, 2022 - City Council granted final approval of the annexation request.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

4/14/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Sherry Morris, AICP, Development Services Department Director

**ATTACHMENTS:**

- 1) Proposed Ordinance No.21-22
- 2) Exhibit A - Maps of Annexation Area
- 3) Proposed Ordinance No. 22-22
- 4) Exhibit A - Maps of Annexation Area
- 5) Planning Board Minutes April 12 2022 - DRAFT

**PRESENTATION:** No.

PROPOSED  
ORDINANCE NO. 21-22

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING THE COMPREHENSIVE  
PLAN AND FUTURE LAND USE MAP OF THE CITY OF  
PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY;  
REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the city council desires to effect an amendment to a portion of the future land use element of the comprehensive plan; and

WHEREAS, said amendment is consistent with the other portions of the future land use element and all other applicable elements of the comprehensive plan, as amended; and

WHEREAS, said amendment will affirmatively contribute to the health, safety and general welfare of the citizens of the city; and

WHEREAS, the city council has followed all of the procedures set forth in F.S. sections 163.3184 and 163.3187, and all other applicable provisions of law and local procedures with relation to amendment to the future land use element of the comprehensive plan; and

WHEREAS, proper public notice was provided and appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following amendment to the comprehensive plan and future land use map of the city; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to the following described real property in the City of Pensacola, Florida, to-wit:

COMMENCE AT INTERSECTION OF SOUTH LINE OF SEC 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND THE WEST LINE OF FERRY PASS HIGHWAY, THENCE NORTHERLY ALONG THE WEST LINE OF FERRY PASS HIGHWAY, A DISTANCE OF 2334, 30 FEET TO THE SOUTH LINE OF A 40 FOOT ROAD, THENCE RUN WESTERLY ALONG THE SOUTH LINE OF A 40 FOOT ROAD A



DISTANCE OF 1750.00 FEET; THENCE DEPARTING SAID 40 FOOT ROAD GO SOUTH 06 DEGREES 00 MINUTES 51 SECONDS WEST A DISTANCE OF 120.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 06 DEGREES 00 MINUTES 51 SECONDS WEST A DISTANCE OF 119.05 FEET; THENCE GO SOUTH 77 DEGREES 40 MINUTES 06 SECONDS WEST A DISTANCE OF 90.85 FEET; THENCE GO NORTH 12 DEGREES 06 MINUTES 15 SECONDS WEST A DISTANCE OF 113.00 FEET; THENCE GO NORTH 77 DEGREES 40 MINUTES 06 SECONDS EAST A DISTANCE OF 127.86 FEET TO THE POINT OF BEGINNING; THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

AND;

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND THE WEST LINE OF FERRY PASS HIGHWAY, THENCE RUN NORTHERLY ALONG THE WEST LINE OF FERRY PASS HIGHWAY, A DISTANCE OF 2334.30 FEET TO THE SOUTH LINE OF A 40 FOOT ROAD, THENCE RUN WESTERLY ALONG THE SOUTH LINE OF A 40 FOOT ROAD A DISTANCE OF 1750.00 FEET; THENCE DEPARTING SAID 40 FOOT ROAD GO SOUTH 06 DEGREES 00 MINUTES 51 SECONDS WEST A DISTANCE OF 120.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 06 DEGREES 00 MINUTES 51 SECONDS WEST A DISTANCE OF 119.05 FEET; THENCE GO SOUTH 77 DEGREES 40 MINUTES 06 SECONDS WEST A DISTANCE OF 9.85 FEET; THENCE GO NORTH 12 DEGREES 06 MINUTES 15 SECONDS WEST A DISTANCE OF 113.00 FEET; THENCE GO NORTH 77 DEGREES 40 MINUTES 06 SECONDS EAST A DISTANCE OF 127.86 FEET TO THE POINT OF BEGINNING; THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

the same is hereby changed to Commercial Land Use District fully as if all of the said real property had been originally included in City of Pensacola Commercial Future Land Use District.

A map depicting the area to be annexed is attached hereto as Exhibit A.

SECTION 2. The city council shall by subsequently adopted ordinance change the zoning classification and zoning map for the subject property to a permissible zoning classification, as determined by the discretion of the city council, which is consistent with the future land use classification adopted by this ordinance. Pending the adoption of such a rezoning ordinance, no development of the subject property shall be permitted which is inconsistent with the future land use classification adopted by this ordinance.

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




SECTION 5. 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.

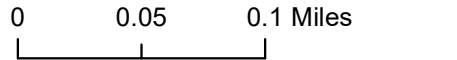
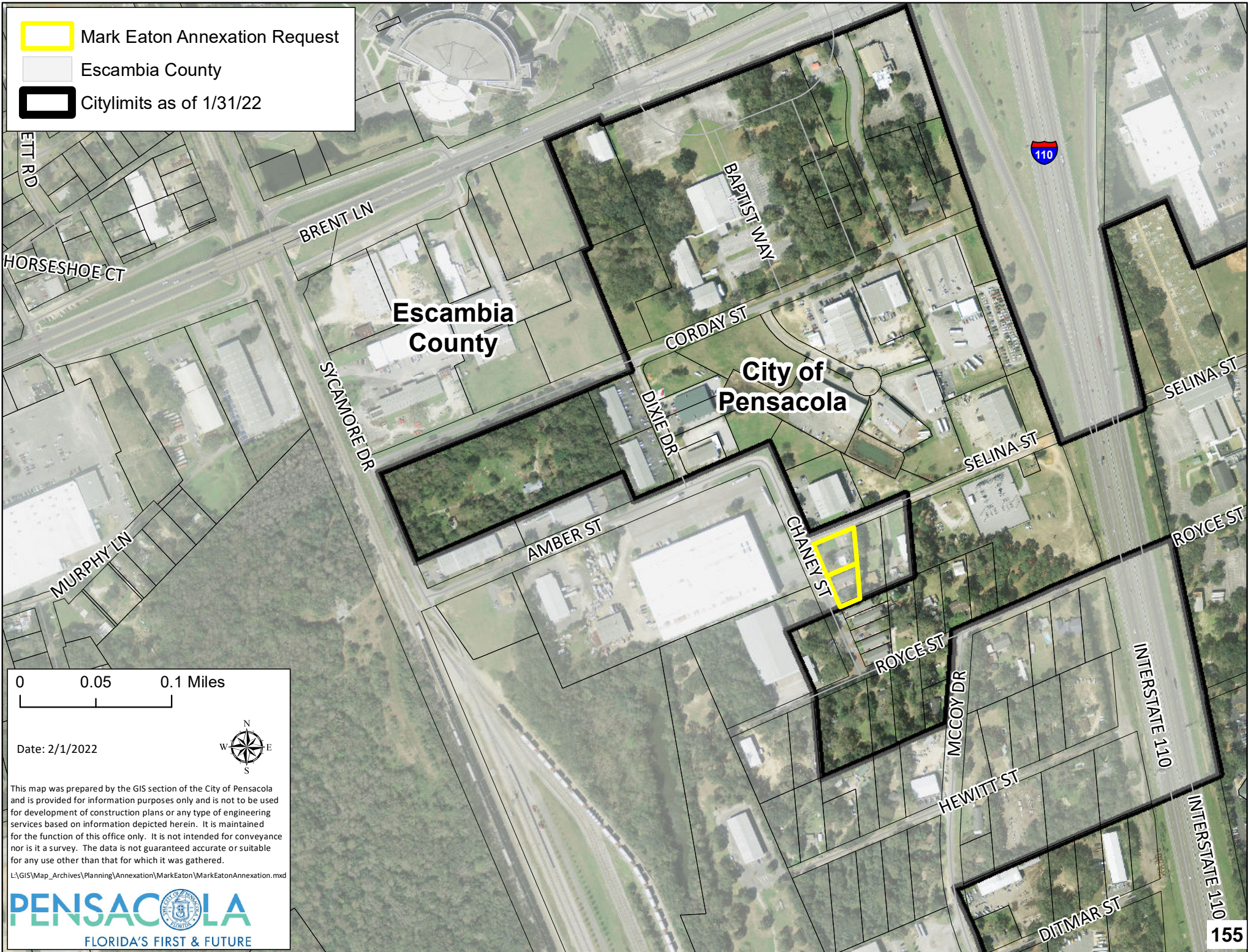
Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

-  Mark Eaton Annexation Request
-  Escambia County
-  Citylimits as of 1/31/22



Date: 2/1/2022



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
 Mark Eaton Annexation Request


**Zoning**

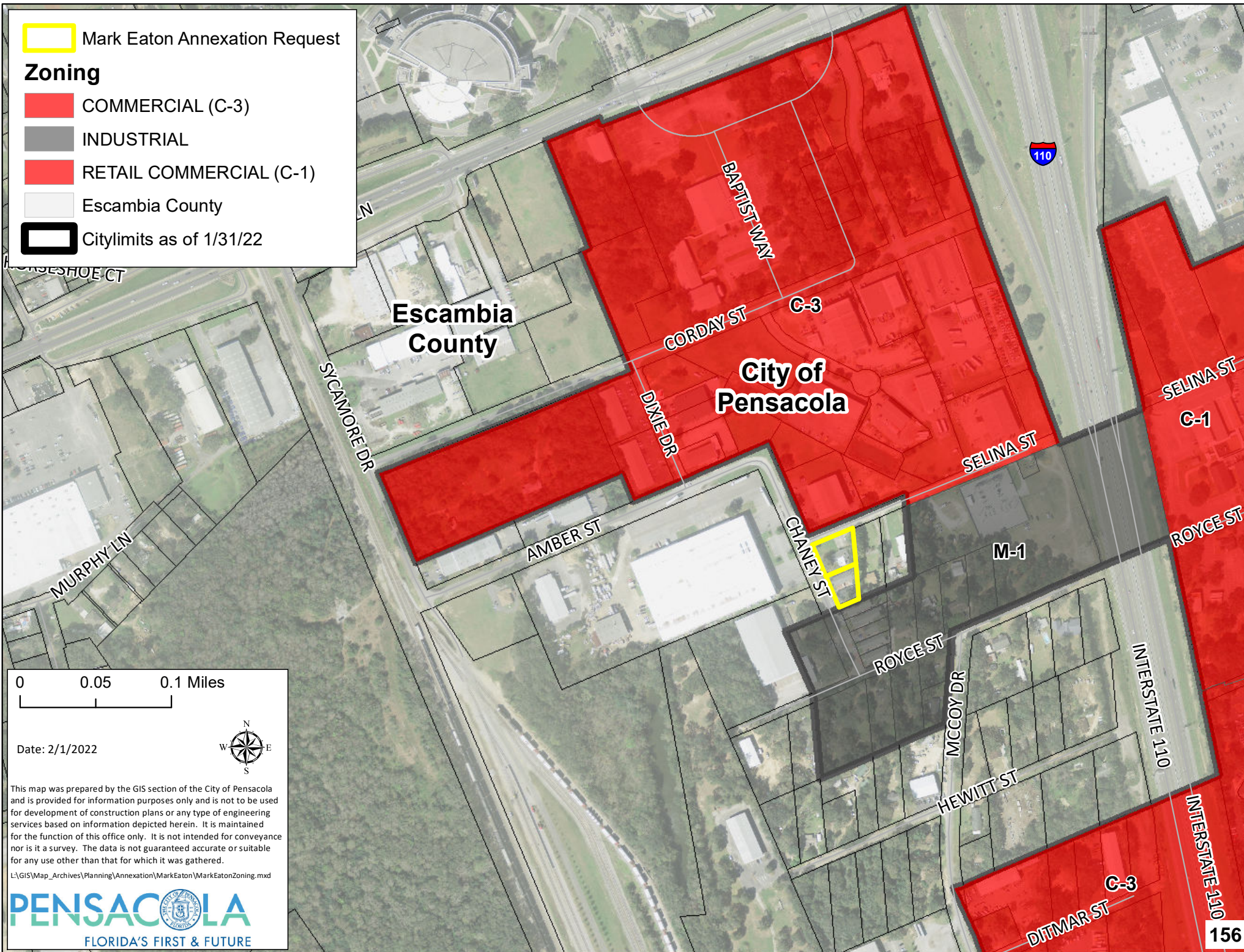
 COMMERCIAL (C-3)

 INDUSTRIAL

 RETAIL COMMERCIAL (C-1)

 Escambia County

 Citylimits as of 1/31/22



0 0.05 0.1 Miles

Date: 2/1/2022



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
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 Mark Eaton Annexation Request

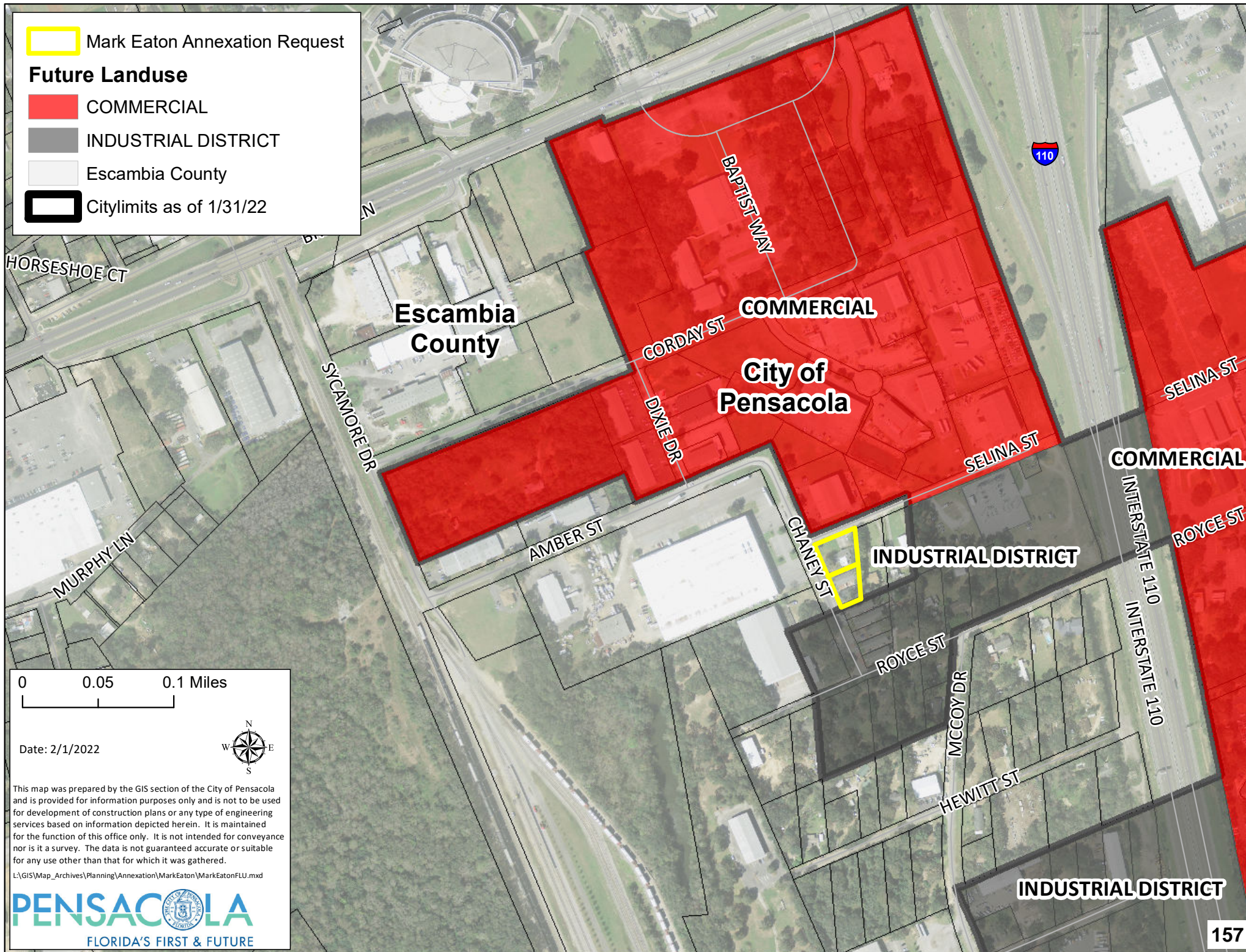
**Future Landuse**

 COMMERCIAL

 INDUSTRIAL DISTRICT

 Escambia County

 Citylimits as of 1/31/22



0 0.05 0.1 Miles

Date: 2/1/2022



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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PROPOSED  
ORDINANCE NO. 22-22

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, FLORIDA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city 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 F.S. section 163.3174, and a proper public hearing was held on April 28, 2022 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 affirmative contribute to the health, safety, and general welfare of the citizens of the city; and

WHEREAS, said amended zoning classification is consistent with all applicable elements of the comprehensive plan as amended, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

COMMENCE AT INTERSECTION OF SOUTH LINE OF SEC 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND THE WEST LINE OF FERRY PASS HIGHWAY, THENCE NORTHERLY ALONG THE WEST LINE OF FERRY PASS HIGHWAY, A DISTANCE OF 2334, 30 FEET TO THE SOUTH LINE OF A 40 FOOT ROAD, THENCE RUN WESTERLY ALONG THE SOUTH LINE OF A 40 FOOT ROAD A DISTANCE OF 1750.00 FEET; THENCE DEPARTING SAID 40 FOOT ROAD GO SOUTH 06 DEGREES 00 MINUTES 51 SECONDS WEST A DISTANCE OF 120.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 06 DEGREES 00 MINUTES 51 SECONDS WEST A DISTANCE OF 119.05 FEET; THENCE GO SOUTH

77 DEGREES 40 MINUTES 06 SECONDS WEST A DISTANCE OF 90.85 FEET; THENCE GO NORTH 12 DEGREES 06 MINUTES 15 SECONDS WEST A DISTANCE OF 113.00 FEET; THENCE GO NORTH 77 DEGREES 40 MINUTES 06 SECONDS EAST A DISTANCE OF 127.86 FEET TO THE POINT OF BEGINNING; THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

AND;

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND THE WEST LINE OF FERRY PASS HIGHWAY, THENCE RUN NORTHERLY ALONG THE WEST LINE OF FERRY PASS HIGHWAY, A DISTANCE OF 2334.30 FEET TO THE SOUTH LINE OF A 40 FOOT ROAD, THENCE RUN WESTERLY ALONG THE SOUTH LINE OF A 40 FOOT ROAD A DISTANCE OF 1750.00 FEET; THENCE DEPARTING SAID 40 FOOT ROAD GO SOUTH 06 DEGREES 00 MINUTES 51 SECONDS WEST A DISTANCE OF 120.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 06 DEGREES 00 MINUTES 51 SECONDS WEST A DISTANCE OF 119.05 FEET; THENCE GO SOUTH 77 DEGREES 40 MINUTES 06 SECONDS WEST A DISTANCE OF 9.85 FEET; THENCE GO NORTH 12 DEGREES 06 MINUTES 15 SECONDS WEST A DISTANCE OF 113.00 FEET; THENCE GO NORTH 77 DEGREES 40 MINUTES 06 SECONDS EAST A DISTANCE OF 127.86 FEET TO THE POINT OF BEGINNING; THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

is hereby changed from County zoning designation to C-3 – Commercial, Wholesale and Limited Industry.

A map depicting the area to be annexed is attached hereto as Exhibit A.

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: \_\_\_\_\_

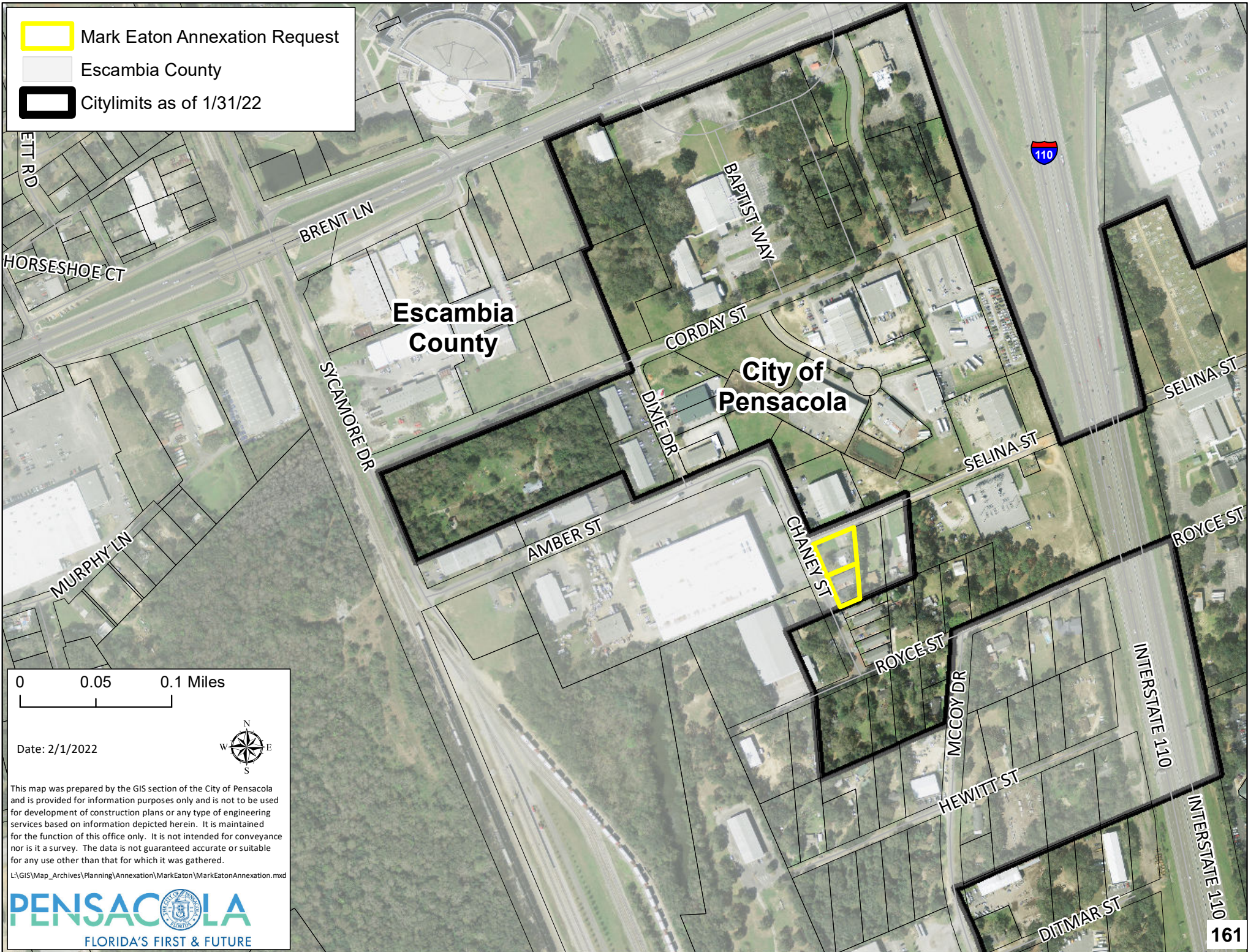
President of City Council

Attest:

\_\_\_\_\_  
City Clerk



-  Mark Eaton Annexation Request
-  Escambia County
-  Citylimits as of 1/31/22



0 0.05 0.1 Miles



Date: 2/1/2022

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 Mark Eaton Annexation Request


**Zoning**

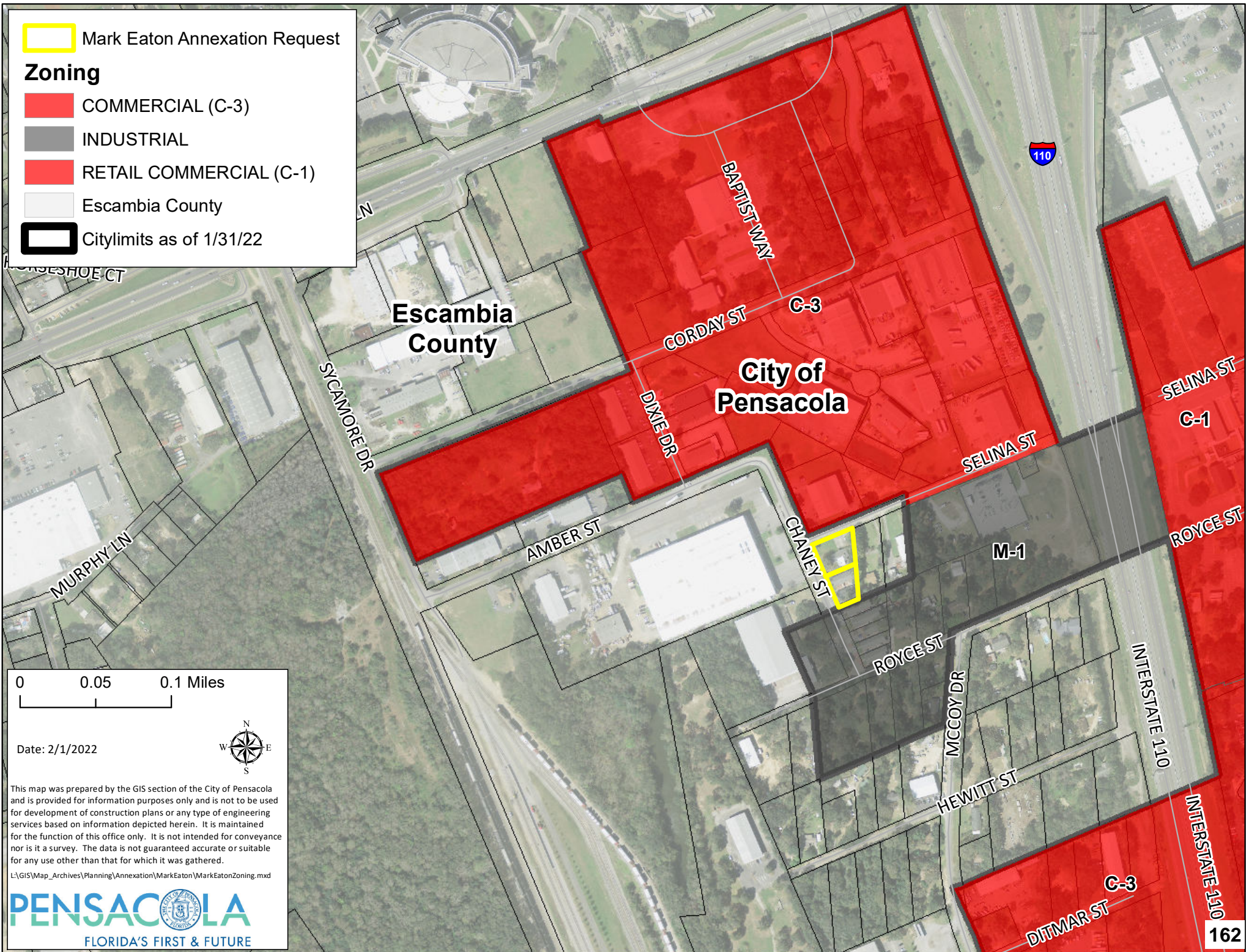
 COMMERCIAL (C-3)

 INDUSTRIAL

 RETAIL COMMERCIAL (C-1)

 Escambia County

 Citylimits as of 1/31/22



0 0.05 0.1 Miles

Date: 2/1/2022



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 Mark Eaton Annexation Request

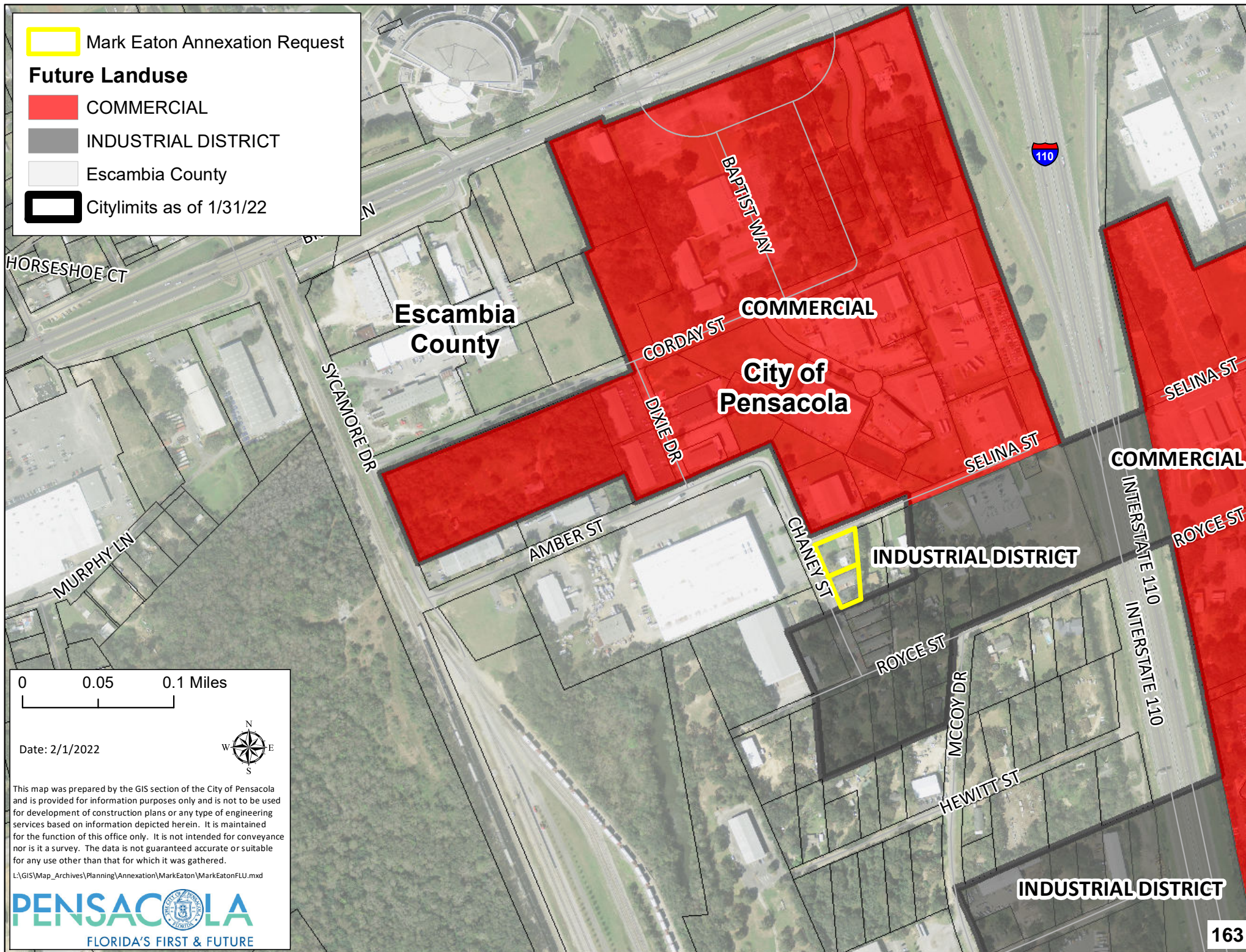
**Future Landuse**

 COMMERCIAL

 INDUSTRIAL DISTRICT

 Escambia County

 Citylimits as of 1/31/22



0 0.05 0.1 Miles

Date: 2/1/2022



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## **MINUTES OF THE PLANNING BOARD**

**April 12, 2022**

**MEMBERS PRESENT:** Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Van Hoose, Board Member Powell, Board Member Sampson

**MEMBERS ABSENT:** Board Member Villegas (virtual – no voting).

**STAFF PRESENT:** Assistant Planning & Zoning Manager Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Help Desk Technician Russo, Development Services Director Morris

**STAFF VIRTUAL:** Senior Planner Statler

**OTHERS PRESENT:** Bob Cordes, Jim English, Brian Spencer, Bob Humley

### **AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from March 8, 2022
- **New Business:**
- Variance Request – 523 E. Gregory Street
- Aesthetic Review – 523 E. Gregory Street
- Site Plan and Aesthetic Review – 711 S. Palafox Street
- Request for Map Amendments – Baptist Hospital Annexation
- Request for Map Amendments – Mark Eaton Annexation
- Request for Map Amendments – Richards Memorial United Church Property Annexation
- Comprehensive Plan Amendment – Coastal Management Element
- Open Forum
- Discussion
- Adjournment

### **Call to Order / Quorum Present**

Chairperson Paul Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

**Approval of Meeting Minutes - Board Member Larson made a motion to approve the March 8, 2022 minutes, seconded by Board Member Grundhoefer, and it carried unanimously.**

**New Business –**

**Variance Request to Section 12-3-12 (1) D.9 – 523. E Gregory Street**

Chairperson Paul Ritz addressed the board and stated that applicant, Bob Cordes, is representing the purchasers of a noncompliant restaurant and converting into a further noncompliant restaurant located at 523 E. Gregory Street. Board Member Grundhoefer inquired if there was a setback. Historic Preservation Planner Harding stated that the location is within the Gateway Review zoning district in which setbacks are based upon specific roads. Bob Cordes stated that they complied with the setbacks. A discussion continued in regards to impervious pavers. Board Member Van Hoose thanked the developer for vision and inquired if there would be room for a car in the specified area. Bob Cordes stated that there would not be room for a vehicle and that it would remain landscaped. Board Member Van Hoose asked if the paved area will be where what is now grass on the lot and if traffic flow around the building would be impacted. Bob Cordes answered yes and no respectively. Board Member Van Hoose asked what the specific condition was and noted that the situation of no outside seating was not created by the city. Board Member Powell asked if railroad right of way is a special condition. Chairperson Paul Ritz stated that 81% does not include the triangle of railroad right of way. Chairperson Paul Ritz stated that as a board all need to agree with all seven variance criteria and deliberation was needed. Chairperson Paul Ritz asked if it was an action of the application. Vice Chair Larson stated that going from 75 to 81 by variance and now more. Historic Preservation Planner Harding said he did not think this met the variance criteria, the site is existing non-conforming. Chairperson Paul Ritz agreed with Historic Preservation Planner Harding. Grundhoefer and Van Hoose both stated there were not conditions that exist that are peculiar for criteria #1. Chairperson, Paul Ritz, stated that if all the criteria are not met, the board need not continue. Bob Cordes asked if criteria would be met if he reduced the amount of impervious surface. Assistant Planning & Zoning Manager, Cannon stated that in asking for a variance, all criteria needed to be met. Assistant City Attorney, Lindsay stated a motion could be made that honors the intent and meets with policy of the Board. Reading from the code, Lindsay stated that Cordes could appeal to the Circuit Court if he did not agree with the ruling. Assistant City Attorney, Lindsay continued by saying that in Quasi, you are sitting and acting as a judge in a court of law. Furthermore, applicant (Cordes) has a right to rebuttal, including after deliberation. Harding stated that it can be approved, denied, or modified to a lesser amount. Assistant Planning & Zoning Manager, Cannon followed this by stating it still must meet the criteria. Chairperson, Paul Ritz clarified by asking if it was being suggested to move the impervious surface to an alternative area. Bob Cordes stated he was in agreement to shift some of the impervious area by using impervious pavers. Chairperson, Paul Ritz inquired if anyone had been to Fusion and stated the applicant could trade some pervious to impervious pavers to get 81%. While showing the area on the screen, Bob Cordes stated that the seating is needed, and he would like to take the surface at the dumpsters and replace with pervious pavers. Board member Van Hoose stated if there are able to make that exchange, a motion would not be needed. Assistant Planning & Zoning Manager, Cannon stated that Bob Cordes must work this out with engineering and then a variance would not be required. Chairperson, Paul Ritz asked if everyone understood that they were getting to 85% and

not staying at 81%. Board Member Grundhoefer stated that whatever the area, grant the variance with modifications to offset the amount of area (+/- 600 square feet) with equal amount of pervious pavers. The special condition is adding pervious area to offset. Board Member Powell stated special conditions were existing or we have determined there was one. **Board member Grundhoefer made a motion to approve contingent on the special condition, seconded by Board Member Powell, and it carried 6:0.**

#### **Aesthetic Review – 523 E. Gregory Street**

Bob Cordes is requesting a new color scheme, removal of storefront doors, addition of a New Orleans flair to design, a door to outside seating, window replacement, and the addition of handicap parking spaces. Chairperson, Paul Ritz, stated the presentation was weak due to missing images other than the photo of the door. Board Member, Grundhoefer, asked if the outdoor dining area would be fenced as they typically are. Bob Cordes stated they planned on moving the existing fence to the outdoor dining area. He further stated that he was unsure if they would get the variance so they did not plan much other than the color scheme changing. Assistant Planning & Zoning Manager, Cannon, stated ECUA provided comments regarding an easement on former DeLeon Right of way and stated they can't have a permanent structure. Assistant Planning & Zoning Manager Cannon asked if Chairman Paul Ritz was requesting color elevations. Chairperson, Paul Ritz stated that in prior cases, more informative plans have been shown and these plans are inconsistent. He stated it is difficult to address with what was presented. Board Member Grundhoefer asked if the three items could be abbreviated review. Chairperson, Paul Ritz stated the last two had gone to Board Member, Grundhoefer. He requested a motion from the Board to request additional information via an abbreviated review. **Board Member Grundhoefer made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Charletha Powell, and it carried 6:0.**

#### **Site Plan and Aesthetic Review – Application – 711 S. Palafox Street**

Jim English is requesting a Site Plan and Aesthetic Review for 711 S. Palafox Street. Brian Spencer referenced 4040 Dunwoody Drive. Jim English discussed with neighbors that their building falls under the category of being a contributing structure by the Architectural Review Board unlike his structure. Historic Preservation Planner Harding provided a history of demo approval. Brian Spencer stated that a precast building system is most appropriate and least impactful to adjacent buildings. Further stating that if you have been along I-10, a building can be seen being constructed using precast. Access to sides is virtually impossible to attain as is the rear due to Baylen Slip. Discussion during demo requested street level detail. Chairperson, Paul Ritz, stated horizontal lines and color like the Cultural Center would be preferable than white in an area with brick. Brian Spencer stated it was to be tan-muted limestone. Assistant Planning & Zoning Manager Cannon referenced special consideration to building within a historic district. Brian Spencer stated that Jim English was at the meeting and could discuss color. Brian Spencer stated to the south is painted stucco, and next painted stucco in pale green. On the north is a newer brick building. Across the street is blue-ish stucco. Brian Spencer further stated they are not interested in faux brick. Brian Spencer said each floor is 3400 square feet, if architects can view floor plan and remote access stairways. Board member Grundhoefer stated that the building is handsome and he is

sure they will come up with a beautiful color. Board Member Grundhoefer stated the garage was lacking human scale. Brian Spencer stated that due to FEMA, a habitable space is not allowed. Board Member Grundhoefer stated that it could be created visually. Board Member Grundhoefer also stated the wall can be blank, not like the Publix façade on Cervantes, but something other than a blank wall could be done. Discussion moved onto floor plan. Brian Spencer stated that rooms along Palafox would have a glass door with ornate entry to building. Chairperson, Paul Ritz asked if there could be embellishment. Brian Spencer stated it goes against good design. Chairperson, Paul Ritz stated spandrel glass could be used to create a storefront effect and could not be seen through. Board Member Grundhoefer stated he wanted the building to feel pedestrian. Jim English mentioned the last thing he wanted to do was stucco and brick, rather, he wanted to bring a historic feeling to South Palafox and with color and texture you can do anything. Chairperson Paul Ritz circled back to wanting to see something at a pedestrian scale other than one nice door and 3 blank spaces. Brian Spencer stated there was an opportunity to create a framework of door and spandrel glass and a transom for reflectivity. Board Member Powell stated this was a good compromise. Board Member Grundhoefer stated that the backside is contemporary and completely appropriate, Chairperson Paul Ritz agreed. Board Member Van Hoose stated that she is not excited about white and felt a darker color would be better due to the abundance of brick on the street. Discussion moved to street view of Escambia Courthouse Building. Chairperson Paul Ritz stated that the elevation is much different. Board Member Van Hoose stated it would be preferred if it blended with those buildings around it. Chairperson Paul Ritz reminded board it was a site plan and aesthetic review before the Board. Board Member Grundhoefer stated future revisions could go through an abbreviated review process. Chairperson Paul Ritz stated it is a major building. Assistant Planning & Zoning Manager Cannon mentioned that another consideration is to have them be approved together as this will continue before City Council. Brian Spencer stated he appreciated the Abbreviated Review due to construction timing. The abbreviated review will go to both Chairperson Paul Ritz and Board Member Grundhoefer. **Board Member Powell made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Larson, and it carried 6:0.**

### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation**

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation introduced by Assistant Planning & Zoning Manager Cannon. Baptist Hospital acquired additional parcels adjacent to the site of their new campus and subsequently requested annexation of the subject. This requires a map amendment to establish a new zoning district. It is customary to apply the adjacent zoning district. This was initiated through the voluntary annexation process; the city did not involuntarily apply these to Baptist. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and it carried 6:0.**

### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Mark Eaton Annexation**

Request for Map Amendments to the City's Zoning and Future Land Use Maps Mark Eaton Annexation, introduction skipped due to similarity to Baptist annexation. Vice Chair

Larson asked about the gap between the two parcels and asked if it created an enclave and if this was permitted. Assistant Planning & Zoning Manager Cannon stated that they cannot create an enclave, access must remain to the other parcels. Mark Eaton has met the criteria of the state and avoided creating an enclave. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson.** Community Member, Bob Humley approached stand and introduced himself. Was confused if he needed to be there due to confusing signage making him think he was being annexed. Assistant Planning & Zoning Manager Cannon and Chairperson Paul Ritz cleared that he was not being annexed, but if he could pursue this through a voluntary process if so desired. **Vote carried 6:0.**

### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Richards Memorial United Church Property Annexation**

Request for Map Amendments to the City's Zoning and Future land Use Maps – Richards Memorial United Church Property Annexation introduced by Assistant Planning & Zoning Manager Cannon. Stated that the jurisdictional boundary goes through the middle of the property and it is being requested into one jurisdiction. Chairperson Paul Ritz asks if there is any discussion or a motion. Vice Chair Larson asked if owner wanted this annex. Assistant Planning & Zoning Manager Cannon answered that this annex was voluntary. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and vote carried 6:0.**

### **Comprehensive Plan Amendment – Coastal Management Element**

Comprehensive Plan Amendment – Coastal Management Element introduced by Assistant Planning & Zoning Manager Cannon. In 2015, the Florida Legislature passed the Peril of Flood Law which directed jurisdictions that have a Coastal Management Element as part of their comprehensive plan to include a redevelopment component with principles that must be used to eliminate inappropriate and unsafe development in coastal areas. These requirements are related to coastal flooding and impacts of sea level rise. Pursuant to Sec 163.3178(2)(f) of Florida Statute Peril of Flood Law, the proposed amendments were drafted by a consulting firm specializing in the Peril of Flood redevelopment component. The redevelopment component must include the six strategies outlined in the state statute addressing best management practices that reduce losses due to flooding. Assistant Planning & Zoning Manager Cannon stated that the Planning Board has the authority to further edit both the existing and proposed language. Proposed amendment recommendations made by Chairperson Paul Ritz, Vice Chair Larson, Board Members Grundhoefer, Van Hoose, and Powel were discussed and notated by Assistant Planning & Zoning Manager Cannon. **Vice Chair Larson motioned to approve as amended, seconded by Board Member Powell, and vote carried 6:0.**



**Open Forum – none**

**Discussion – none**

**Adjournment** – With no further business, the Board adjourned at 5:24 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP  
Assistant Planning Director  
Secretary of the Board



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 21-22

City Council

4/28/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PROPOSED ORDINANCE NO. 21-22 - FUTURE LAND USE MAP AMENDMENT - RECENTLY ANNEXED PROPERTIES - 315 EAST SELINA STREET AND 4908 CHANEY STREET

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 21-22 on first reading.

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

**.HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City recently approved the annexation of properties located at 315 Selina Street and 4908 Chaney Steet. The annexation necessitates an amendment to the City's Future Land Use and Zoning Maps to include the subject properties The recommended zoning is C-3 (Commercial, Wholesale and Limited Industry) with a corresponding Future Land Use designation of C (Commercial).

On April 12, 2022 the Planning Board unanimously recommended approval of the proposed map amendments.

**PRIOR ACTION:**

April 14, 2022 - City Council granted final approval of the annexation request.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The City would receive stormwater and franchise fees and where applicable, ad valorem and public service tax revenues from the subject parcels as well as from any future improvements.

**CITY ATTORNEY REVIEW:** Yes

4/14/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
David Forte, Deputy City Administrator - Community Development  
Sherry Morris, AICP, Development Services Department Director

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 21-22
- 2) Exhibit A - Maps of Annexation Area
- 3) Planning Board Minutes April 12 2022 - DRAFT

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 21-22

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING THE COMPREHENSIVE  
PLAN AND FUTURE LAND USE MAP OF THE CITY OF  
PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY;  
REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the city council desires to effect an amendment to a portion of the future land use element of the comprehensive plan; and

WHEREAS, said amendment is consistent with the other portions of the future land use element and all other applicable elements of the comprehensive plan, as amended; and

WHEREAS, said amendment will affirmatively contribute to the health, safety and general welfare of the citizens of the city; and

WHEREAS, the city council has followed all of the procedures set forth in F.S. sections 163.3184 and 163.3187, and all other applicable provisions of law and local procedures with relation to amendment to the future land use element of the comprehensive plan; and

WHEREAS, proper public notice was provided and appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following amendment to the comprehensive plan and future land use map of the city; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to the following described real property in the City of Pensacola, Florida, to-wit:

COMMENCE AT INTERSECTION OF SOUTH LINE OF SEC 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND THE WEST LINE OF FERRY PASS HIGHWAY, THENCE NORTHERLY ALONG THE WEST LINE OF FERRY PASS HIGHWAY, A DISTANCE OF 2334, 30 FEET TO THE SOUTH LINE OF A 40 FOOT ROAD, THENCE RUN WESTERLY ALONG THE SOUTH LINE OF A 40 FOOT ROAD A

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AND;

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND THE WEST LINE OF FERRY PASS HIGHWAY, THENCE RUN NORTHERLY ALONG THE WEST LINE OF FERRY PASS HIGHWAY, A DISTANCE OF 2334.30 FEET TO THE SOUTH LINE OF A 40 FOOT ROAD, THENCE RUN WESTERLY ALONG THE SOUTH LINE OF A 40 FOOT ROAD A DISTANCE OF 1750.00 FEET; THENCE DEPARTING SAID 40 FOOT ROAD GO SOUTH 06 DEGREES 00 MINUTES 51 SECONDS WEST A DISTANCE OF 120.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 06 DEGREES 00 MINUTES 51 SECONDS WEST A DISTANCE OF 119.05 FEET; THENCE GO SOUTH 77 DEGREES 40 MINUTES 06 SECONDS WEST A DISTANCE OF 9.85 FEET; THENCE GO NORTH 12 DEGREES 06 MINUTES 15 SECONDS WEST A DISTANCE OF 113.00 FEET; THENCE GO NORTH 77 DEGREES 40 MINUTES 06 SECONDS EAST A DISTANCE OF 127.86 FEET TO THE POINT OF BEGINNING; THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

the same is hereby changed to Commercial Land Use District fully as if all of the said real property had been originally included in City of Pensacola Commercial Future Land Use District.

A map depicting the area to be annexed is attached hereto as Exhibit A.

SECTION 2. The city council shall by subsequently adopted ordinance change the zoning classification and zoning map for the subject property to a permissible zoning classification, as determined by the discretion of the city council, which is consistent with the future land use classification adopted by this ordinance. Pending the adoption of such a rezoning ordinance, no development of the subject property shall be permitted which is inconsistent with the future land use classification adopted by this ordinance.

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




SECTION 5. 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.

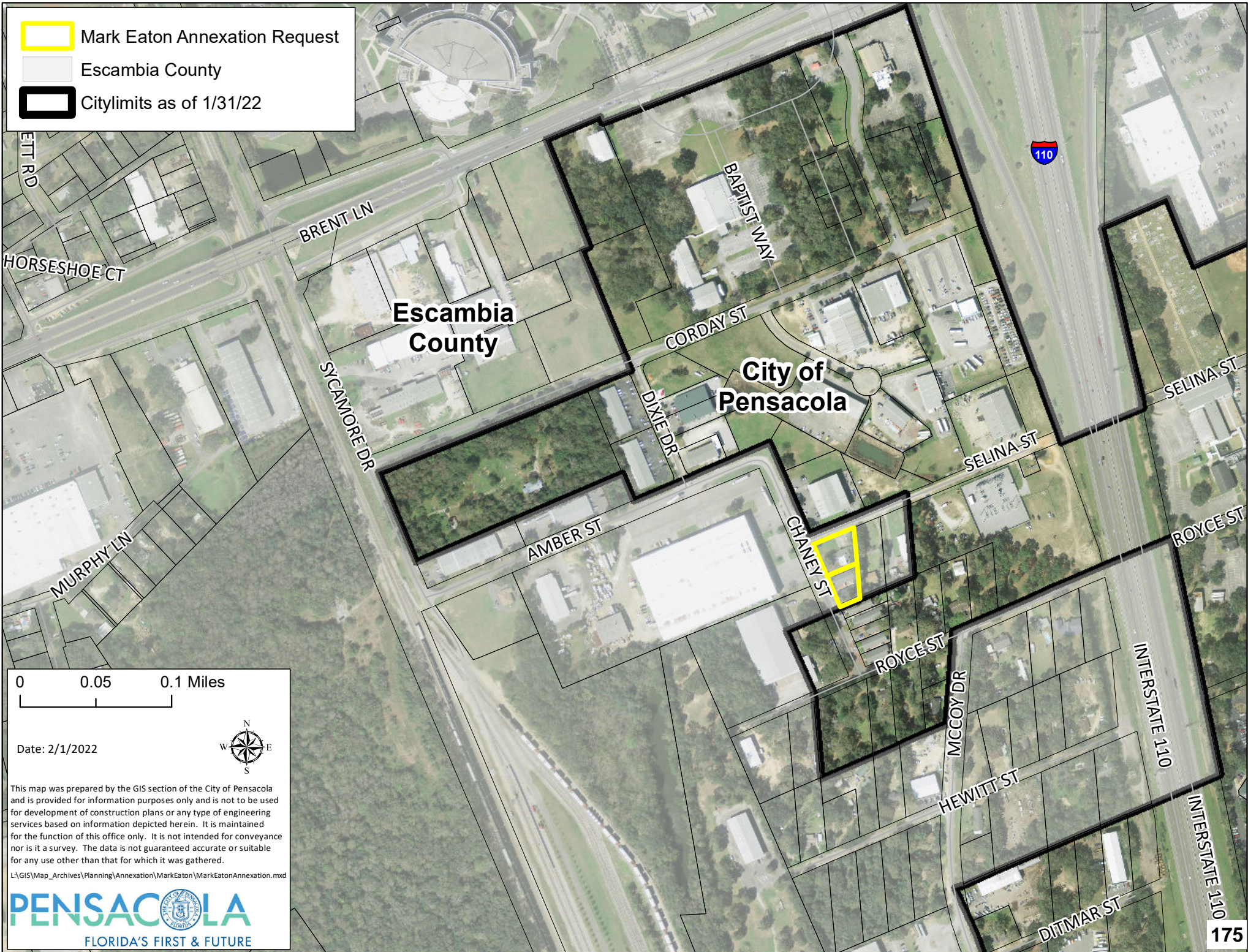
Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

-  Mark Eaton Annexation Request
-  Escambia County
-  Citylimits as of 1/31/22



0 0.05 0.1 Miles



Date: 2/1/2022

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
 Mark Eaton Annexation Request


**Zoning**

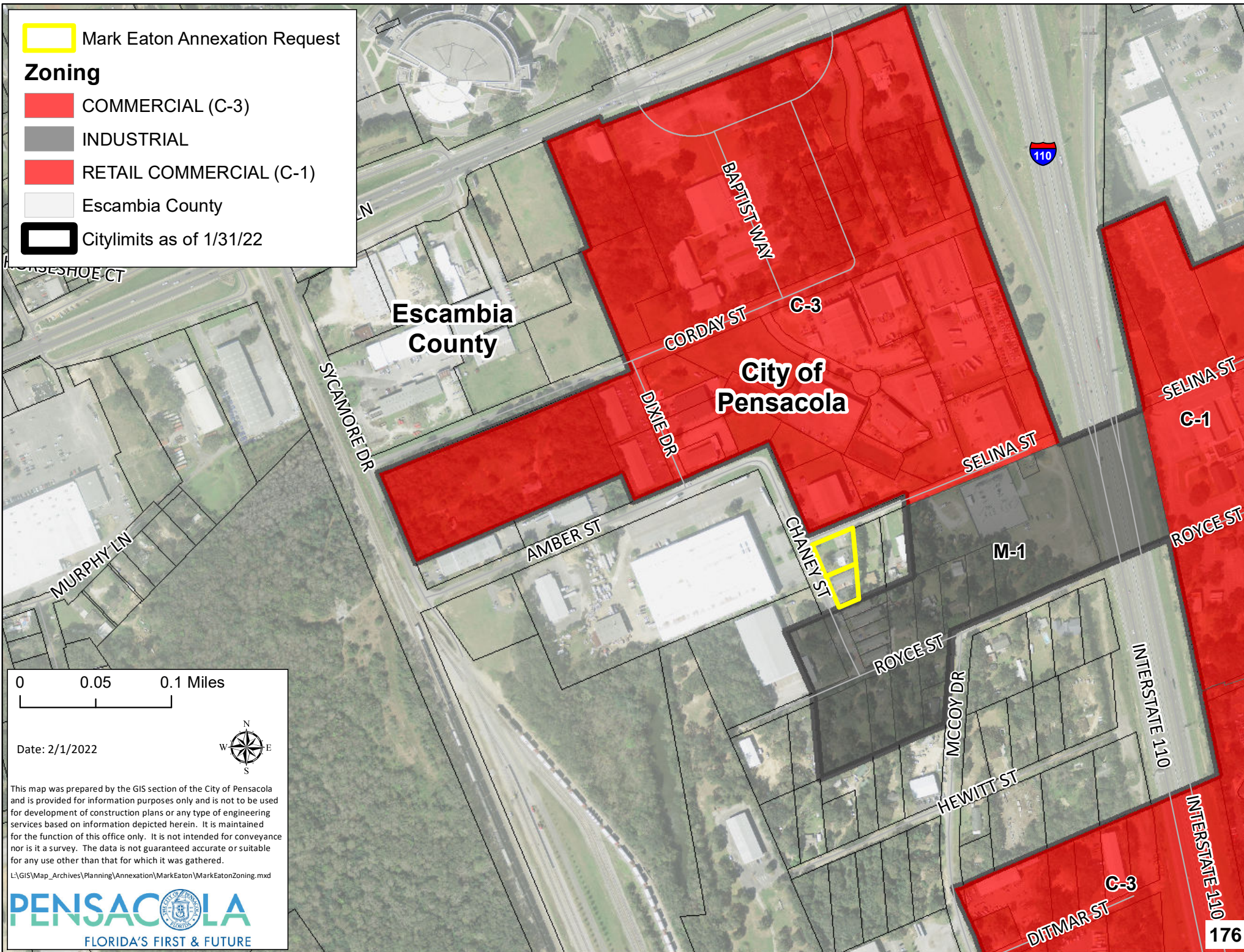
 COMMERCIAL (C-3)

 INDUSTRIAL

 RETAIL COMMERCIAL (C-1)

 Escambia County

 Citylimits as of 1/31/22



0 0.05 0.1 Miles

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 Mark Eaton Annexation Request

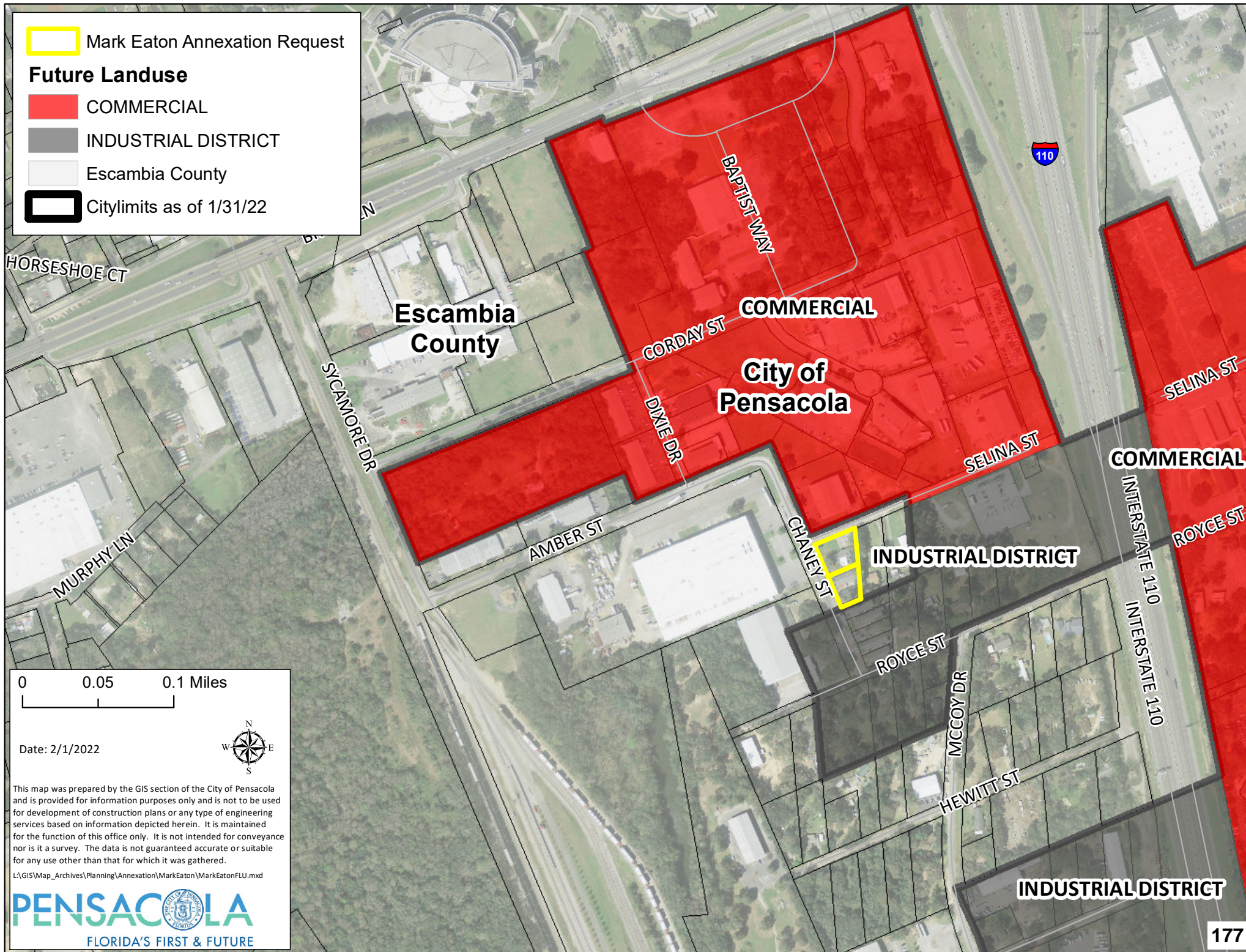
**Future Landuse**

 COMMERCIAL

 INDUSTRIAL DISTRICT

 Escambia County

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## **MINUTES OF THE PLANNING BOARD**

**April 12, 2022**

**MEMBERS PRESENT:** Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Van Hoose, Board Member Powell, Board Member Sampson

**MEMBERS ABSENT:** Board Member Villegas (virtual – no voting).

**STAFF PRESENT:** Assistant Planning & Zoning Manager Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Help Desk Technician Russo, Development Services Director Morris

**STAFF VIRTUAL:** Senior Planner Statler

**OTHERS PRESENT:** Bob Cordes, Jim English, Brian Spencer, Bob Humley

### **AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from March 8, 2022
- **New Business:**
- Variance Request – 523 E. Gregory Street
- Aesthetic Review – 523 E. Gregory Street
- Site Plan and Aesthetic Review – 711 S. Palafox Street
- Request for Map Amendments – Baptist Hospital Annexation
- Request for Map Amendments – Mark Eaton Annexation
- Request for Map Amendments – Richards Memorial United Church Property Annexation
- Comprehensive Plan Amendment – Coastal Management Element
- Open Forum
- Discussion
- Adjournment

### **Call to Order / Quorum Present**

Chairperson Paul Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

**Approval of Meeting Minutes - Board Member Larson made a motion to approve the March 8, 2022 minutes, seconded by Board Member Grundhoefer, and it carried unanimously.**

**New Business –**

**Variance Request to Section 12-3-12 (1) D.9 – 523. E Gregory Street**

Chairperson Paul Ritz addressed the board and stated that applicant, Bob Cordes, is representing the purchasers of a noncompliant restaurant and converting into a further noncompliant restaurant located at 523 E. Gregory Street. Board Member Grundhoefer inquired if there was a setback. Historic Preservation Planner Harding stated that the location is within the Gateway Review zoning district in which setbacks are based upon specific roads. Bob Cordes stated that they complied with the setbacks. A discussion continued in regards to impervious pavers. Board Member Van Hoose thanked the developer for vision and inquired if there would be room for a car in the specified area. Bob Cordes stated that there would not be room for a vehicle and that it would remain landscaped. Board Member Van Hoose asked if the paved area will be where what is now grass on the lot and if traffic flow around the building would be impacted. Bob Cordes answered yes and no respectively. Board Member Van Hoose asked what the specific condition was and noted that the situation of no outside seating was not created by the city. Board Member Powell asked if railroad right of way is a special condition. Chairperson Paul Ritz stated that 81% does not include the triangle of railroad right of way. Chairperson Paul Ritz stated that as a board all need to agree with all seven variance criteria and deliberation was needed. Chairperson Paul Ritz asked if it was an action of the application. Vice Chair Larson stated that going from 75 to 81 by variance and now more. Historic Preservation Planner Harding said he did not think this met the variance criteria, the site is existing non-conforming. Chairperson Paul Ritz agreed with Historic Preservation Planner Harding. Grundhoefer and Van Hoose both stated there were not conditions that exist that are peculiar for criteria #1. Chairperson, Paul Ritz, stated that if all the criteria are not met, the board need not continue. Bob Cordes asked if criteria would be met if he reduced the amount of impervious surface. Assistant Planning & Zoning Manager, Cannon stated that in asking for a variance, all criteria needed to be met. Assistant City Attorney, Lindsay stated a motion could be made that honors the intent and meets with policy of the Board. Reading from the code, Lindsay stated that Cordes could appeal to the Circuit Court if he did not agree with the ruling. Assistant City Attorney, Lindsay continued by saying that in Quasi, you are sitting and acting as a judge in a court of law. Furthermore, applicant (Cordes) has a right to rebuttal, including after deliberation. Harding stated that it can be approved, denied, or modified to a lesser amount. Assistant Planning & Zoning Manager, Cannon followed this by stating it still must meet the criteria. Chairperson, Paul Ritz clarified by asking if it was being suggested to move the impervious surface to an alternative area. Bob Cordes stated he was in agreement to shift some of the impervious area by using impervious pavers. Chairperson, Paul Ritz inquired if anyone had been to Fusion and stated the applicant could trade some pervious to impervious pavers to get 81%. While showing the area on the screen, Bob Cordes stated that the seating is needed, and he would like to take the surface at the dumpsters and replace with pervious pavers. Board member Van Hoose stated if there are able to make that exchange, a motion would not be needed. Assistant Planning & Zoning Manager, Cannon stated that Bob Cordes must work this out with engineering and then a variance would not be required. Chairperson, Paul Ritz asked if everyone understood that they were getting to 85% and

not staying at 81%. Board Member Grundhoefer stated that whatever the area, grant the variance with modifications to offset the amount of area (+/- 600 square feet) with equal amount of pervious pavers. The special condition is adding pervious area to offset. Board Member Powell stated special conditions were existing or we have determined there was one. **Board member Grundhoefer made a motion to approve contingent on the special condition, seconded by Board Member Powell, and it carried 6:0.**

#### **Aesthetic Review – 523 E. Gregory Street**

Bob Cordes is requesting a new color scheme, removal of storefront doors, addition of a New Orleans flair to design, a door to outside seating, window replacement, and the addition of handicap parking spaces. Chairperson, Paul Ritz, stated the presentation was weak due to missing images other than the photo of the door. Board Member, Grundhoefer, asked if the outdoor dining area would be fenced as they typically are. Bob Cordes stated they planned on moving the existing fence to the outdoor dining area. He further stated that he was unsure if they would get the variance so they did not plan much other than the color scheme changing. Assistant Planning & Zoning Manager, Cannon, stated ECUA provided comments regarding an easement on former DeLeon Right of way and stated they can't have a permanent structure. Assistant Planning & Zoning Manager Cannon asked if Chairman Paul Ritz was requesting color elevations. Chairperson, Paul Ritz stated that in prior cases, more informative plans have been shown and these plans are inconsistent. He stated it is difficult to address with what was presented. Board Member Grundhoefer asked if the three items could be abbreviated review. Chairperson, Paul Ritz stated the last two had gone to Board Member, Grundhoefer. He requested a motion from the Board to request additional information via an abbreviated review. **Board Member Grundhoefer made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Charletha Powell, and it carried 6:0.**

#### **Site Plan and Aesthetic Review – Application – 711 S. Palafox Street**

Jim English is requesting a Site Plan and Aesthetic Review for 711 S. Palafox Street. Brian Spencer referenced 4040 Dunwoody Drive. Jim English discussed with neighbors that their building falls under the category of being a contributing structure by the Architectural Review Board unlike his structure. Historic Preservation Planner Harding provided a history of demo approval. Brian Spencer stated that a precast building system is most appropriate and least impactful to adjacent buildings. Further stating that if you have been along I-10, a building can be seen being constructed using precast. Access to sides is virtually impossible to attain as is the rear due to Baylen Slip. Discussion during demo requested street level detail. Chairperson, Paul Ritz, stated horizontal lines and color like the Cultural Center would be preferable than white in an area with brick. Brian Spencer stated it was to be tan-muted limestone. Assistant Planning & Zoning Manager Cannon referenced special consideration to building within a historic district. Brian Spencer stated that Jim English was at the meeting and could discuss color. Brian Spencer stated to the south is painted stucco, and next painted stucco in pale green. On the north is a newer brick building. Across the street is blue-ish stucco. Brian Spencer further stated they are not interested in faux brick. Brian Spencer said each floor is 3400 square feet, if architects can view floor plan and remote access stairways. Board member Grundhoefer stated that the building is handsome and he is

sure they will come up with a beautiful color. Board Member Grundhoefer stated the garage was lacking human scale. Brian Spencer stated that due to FEMA, a habitable space is not allowed. Board Member Grundhoefer stated that it could be created visually. Board Member Grundhoefer also stated the wall can be blank, not like the Publix façade on Cervantes, but something other than a blank wall could be done. Discussion moved onto floor plan. Brian Spencer stated that rooms along Palafox would have a glass door with ornate entry to building. Chairperson, Paul Ritz asked if there could be embellishment. Brian Spencer stated it goes against good design. Chairperson, Paul Ritz stated spandrel glass could be used to create a storefront effect and could not be seen through. Board Member Grundhoefer stated he wanted the building to feel pedestrian. Jim English mentioned the last thing he wanted to do was stucco and brick, rather, he wanted to bring a historic feeling to South Palafox and with color and texture you can do anything. Chairperson Paul Ritz circled back to wanting to see something at a pedestrian scale other than one nice door and 3 blank spaces. Brian Spencer stated there was an opportunity to create a framework of door and spandrel glass and a transom for reflectivity. Board Member Powell stated this was a good compromise. Board Member Grundhoefer stated that the backside is contemporary and completely appropriate, Chairperson Paul Ritz agreed. Board Member Van Hoose stated that she is not excited about white and felt a darker color would be better due to the abundance of brick on the street. Discussion moved to street view of Escambia Courthouse Building. Chairperson Paul Ritz stated that the elevation is much different. Board Member Van Hoose stated it would be preferred if it blended with those buildings around it. Chairperson Paul Ritz reminded board it was a site plan and aesthetic review before the Board. Board Member Grundhoefer stated future revisions could go through an abbreviated review process. Chairperson Paul Ritz stated it is a major building. Assistant Planning & Zoning Manager Cannon mentioned that another consideration is to have them be approved together as this will continue before City Council. Brian Spencer stated he appreciated the Abbreviated Review due to construction timing. The abbreviated review will go to both Chairperson Paul Ritz and Board Member Grundhoefer. **Board Member Powell made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Larson, and it carried 6:0.**

### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation**

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation introduced by Assistant Planning & Zoning Manager Cannon. Baptist Hospital acquired additional parcels adjacent to the site of their new campus and subsequently requested annexation of the subject. This requires a map amendment to establish a new zoning district. It is customary to apply the adjacent zoning district. This was initiated through the voluntary annexation process; the city did not involuntarily apply these to Baptist. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and it carried 6:0.**

### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Mark Eaton Annexation**

Request for Map Amendments to the City's Zoning and Future Land Use Maps Mark Eaton Annexation, introduction skipped due to similarity to Baptist annexation. Vice Chair

Larson asked about the gap between the two parcels and asked if it created an enclave and if this was permitted. Assistant Planning & Zoning Manager Cannon stated that they cannot create an enclave, access must remain to the other parcels. Mark Eaton has met the criteria of the state and avoided creating an enclave. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson.** Community Member, Bob Humley approached stand and introduced himself. Was confused if he needed to be there due to confusing signage making him think he was being annexed. Assistant Planning & Zoning Manager Cannon and Chairperson Paul Ritz cleared that he was not being annexed, but if he could pursue this through a voluntary process if so desired. **Vote carried 6:0.**

### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Richards Memorial United Church Property Annexation**

Request for Map Amendments to the City's Zoning and Future land Use Maps – Richards Memorial United Church Property Annexation introduced by Assistant Planning & Zoning Manager Cannon. Stated that the jurisdictional boundary goes through the middle of the property and it is being requested into one jurisdiction. Chairperson Paul Ritz asks if there is any discussion or a motion. Vice Chair Larson asked if owner wanted this annex. Assistant Planning & Zoning Manager Cannon answered that this annex was voluntary. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and vote carried 6:0.**

### **Comprehensive Plan Amendment – Coastal Management Element**

Comprehensive Plan Amendment – Coastal Management Element introduced by Assistant Planning & Zoning Manager Cannon. In 2015, the Florida Legislature passed the Peril of Flood Law which directed jurisdictions that have a Coastal Management Element as part of their comprehensive plan to include a redevelopment component with principles that must be used to eliminate inappropriate and unsafe development in coastal areas. These requirements are related to coastal flooding and impacts of sea level rise. Pursuant to Sec 163.3178(2)(f) of Florida Statute Peril of Flood Law, the proposed amendments were drafted by a consulting firm specializing in the Peril of Flood redevelopment component. The redevelopment component must include the six strategies outlined in the state statute addressing best management practices that reduce losses due to flooding. Assistant Planning & Zoning Manager Cannon stated that the Planning Board has the authority to further edit both the existing and proposed language. Proposed amendment recommendations made by Chairperson Paul Ritz, Vice Chair Larson, Board Members Grundhoefer, Van Hoose, and Powel were discussed and notated by Assistant Planning & Zoning Manager Cannon. **Vice Chair Larson motioned to approve as amended, seconded by Board Member Powell, and vote carried 6:0.**

**Open Forum – none**

**Discussion – none**

**Adjournment** – With no further business, the Board adjourned at 5:24 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP  
Assistant Planning Director  
Secretary of the Board



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-22

City Council

4/28/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PROPOSED ORDINANCE NO. 22-22 - ZONING MAP AMENDMENT - RECENTLY ANNEXED PROPERTIES - 315 EAST SELINA STREET AND 4908 CHANEY STREET

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 22-22 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, FLORIDA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City recently approved the annexation of properties located at 315 Selina Street and 4908 Chaney Street. The annexation necessitates an amendment to the City's Future Land Use and Zoning Maps to include the subject properties. The recommended zoning is C-3 (Commercial, Wholesale and Limited Industry) with a corresponding Future Land Use designation of C (Commercial).

On April 12, 2022 the Planning Board unanimously recommended approval of the proposed map amendments.

**PRIOR ACTION:**

April 14, 2022 - City Council granted final approval of the annexation request.

**FUNDING:**

N/A



**FINANCIAL IMPACT:**

The City would receive stormwater and franchise fees and where applicable, ad valorem and public service tax revenues from the subject parcels as well as from any future improvements.

**CITY ATTORNEY REVIEW:** Yes

4/14/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
David Forte, Deputy City Administrator - Community Development  
Sherry Morris, AICP, Development Services Department Director

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 22-22
- 2) Exhibit A - Maps of Annexation Area
- 3) Planning Board Minutes April 12 2022 - DRAFT

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 22-22

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, FLORIDA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city 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 F.S. section 163.3174, and a proper public hearing was held on April 28, 2022 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 affirmative contribute to the health, safety, and general welfare of the citizens of the city; and

WHEREAS, said amended zoning classification is consistent with all applicable elements of the comprehensive plan as amended, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

COMMENCE AT INTERSECTION OF SOUTH LINE OF SEC 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND THE WEST LINE OF FERRY PASS HIGHWAY, THENCE NORTHERLY ALONG THE WEST LINE OF FERRY PASS HIGHWAY, A DISTANCE OF 2334, 30 FEET TO THE SOUTH LINE OF A 40 FOOT ROAD, THENCE RUN WESTERLY ALONG THE SOUTH LINE OF A 40 FOOT ROAD A DISTANCE OF 1750.00 FEET; THENCE DEPARTING SAID 40 FOOT ROAD GO SOUTH 06 DEGREES 00 MINUTES 51 SECONDS WEST A DISTANCE OF 120.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 06 DEGREES 00 MINUTES 51 SECONDS WEST A DISTANCE OF 119.05 FEET; THENCE GO SOUTH

77 DEGREES 40 MINUTES 06 SECONDS WEST A DISTANCE OF 90.85 FEET; THENCE GO NORTH 12 DEGREES 06 MINUTES 15 SECONDS WEST A DISTANCE OF 113.00 FEET; THENCE GO NORTH 77 DEGREES 40 MINUTES 06 SECONDS EAST A DISTANCE OF 127.86 FEET TO THE POINT OF BEGINNING; THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

AND;

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND THE WEST LINE OF FERRY PASS HIGHWAY, THENCE RUN NORTHERLY ALONG THE WEST LINE OF FERRY PASS HIGHWAY, A DISTANCE OF 2334.30 FEET TO THE SOUTH LINE OF A 40 FOOT ROAD, THENCE RUN WESTERLY ALONG THE SOUTH LINE OF A 40 FOOT ROAD A DISTANCE OF 1750.00 FEET; THENCE DEPARTING SAID 40 FOOT ROAD GO SOUTH 06 DEGREES 00 MINUTES 51 SECONDS WEST A DISTANCE OF 120.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 06 DEGREES 00 MINUTES 51 SECONDS WEST A DISTANCE OF 119.05 FEET; THENCE GO SOUTH 77 DEGREES 40 MINUTES 06 SECONDS WEST A DISTANCE OF 9.85 FEET; THENCE GO NORTH 12 DEGREES 06 MINUTES 15 SECONDS WEST A DISTANCE OF 113.00 FEET; THENCE GO NORTH 77 DEGREES 40 MINUTES 06 SECONDS EAST A DISTANCE OF 127.86 FEET TO THE POINT OF BEGINNING; THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

is hereby changed from County zoning designation to C-3 – Commercial, Wholesale and Limited Industry.

A map depicting the area to be annexed is attached hereto as Exhibit A.

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: \_\_\_\_\_

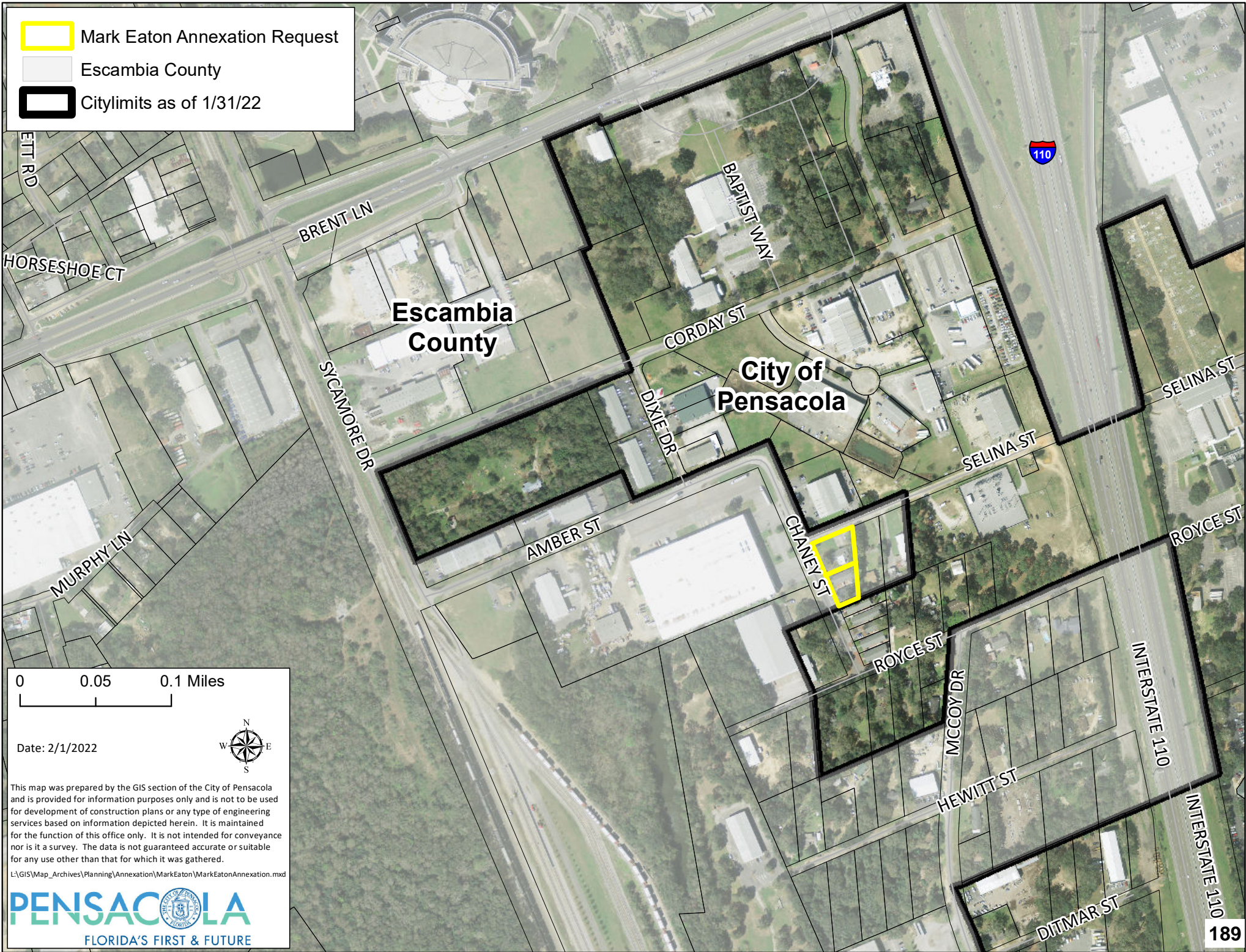
Approved: \_\_\_\_\_

President of City Council

Attest:

\_\_\_\_\_  
City Clerk

-  Mark Eaton Annexation Request
-  Escambia County
-  Citylimits as of 1/31/22



0 0.05 0.1 Miles




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
 Mark Eaton Annexation Request


**Zoning**

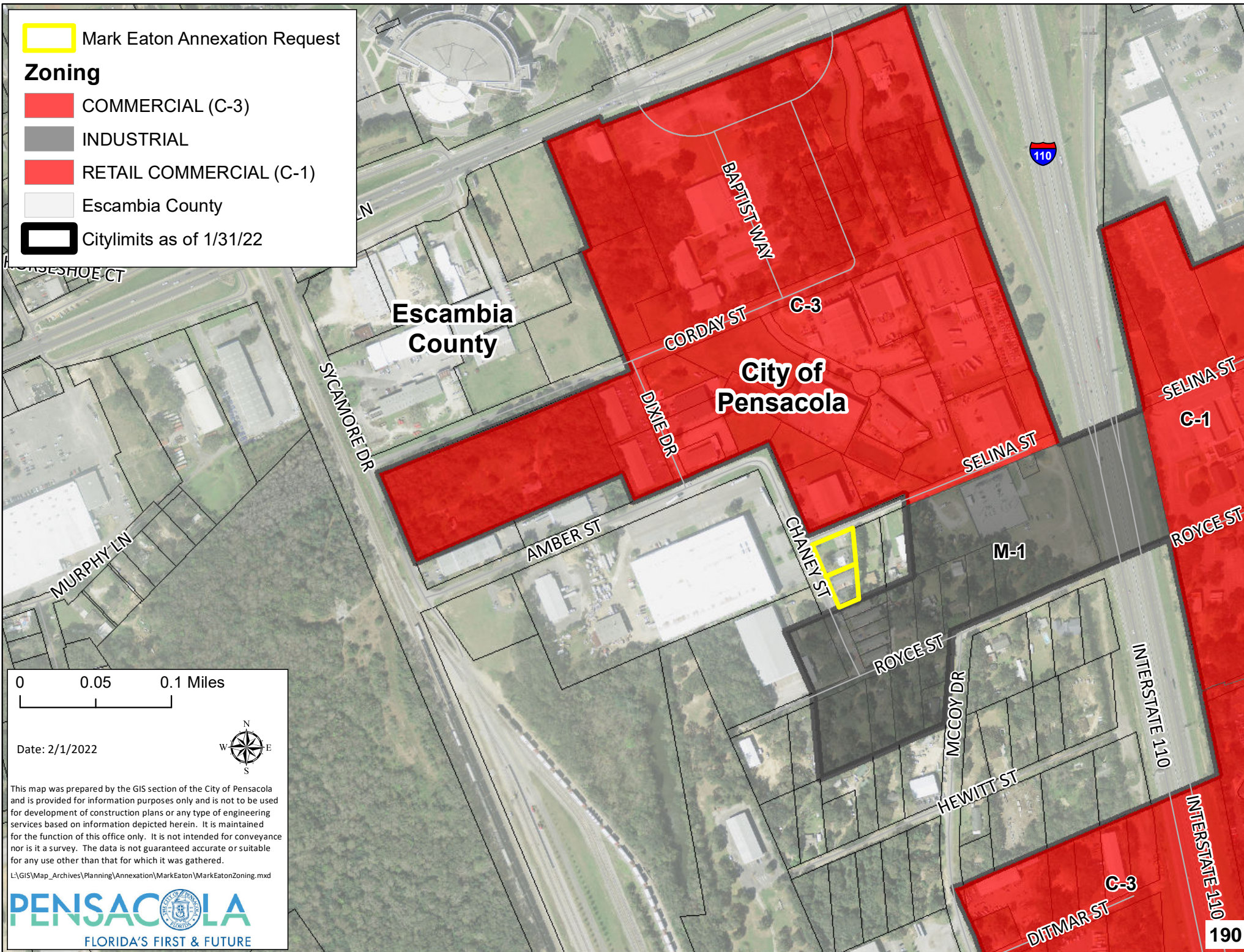
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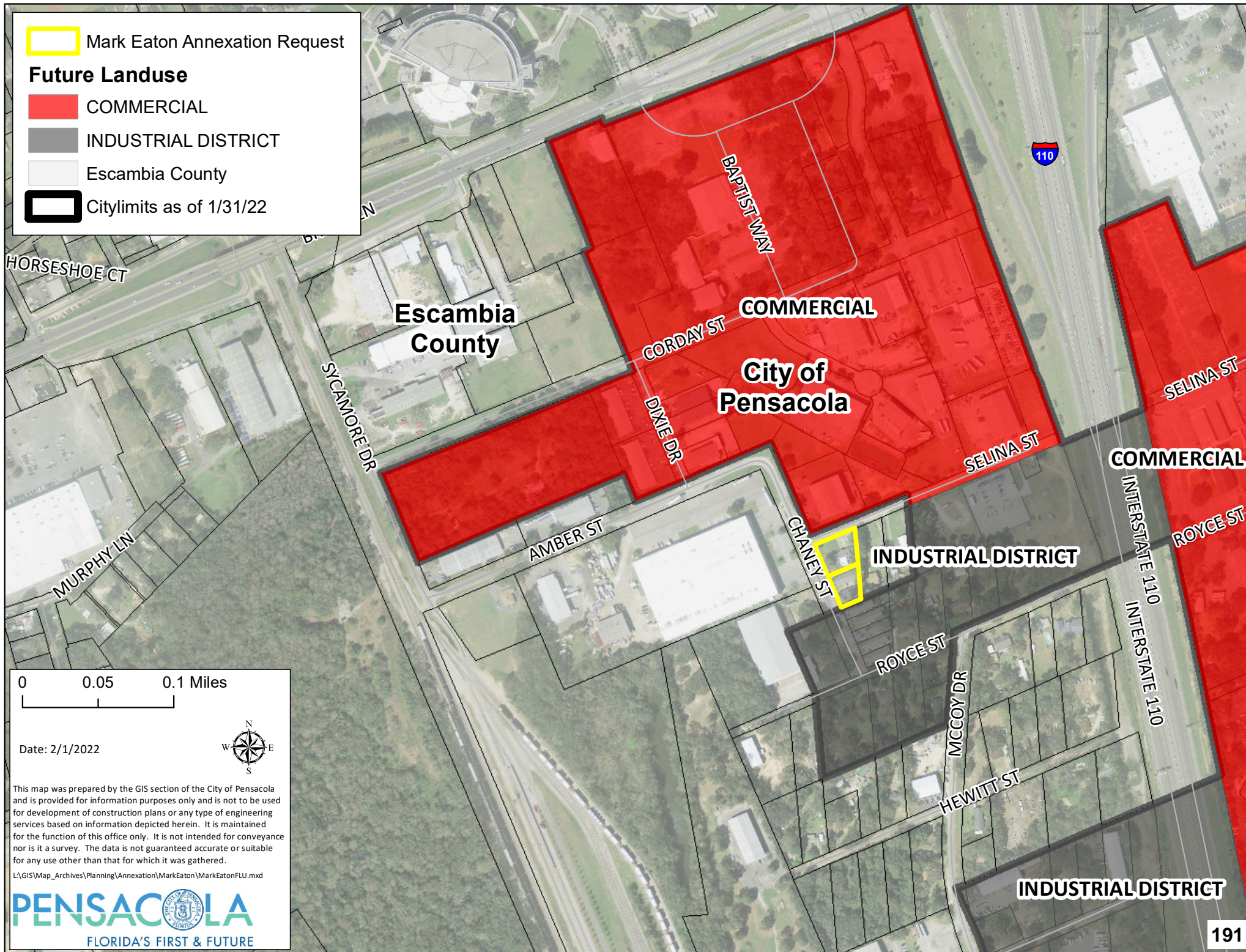
**Future Landuse**

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 INDUSTRIAL DISTRICT

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**April 12, 2022**

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**STAFF VIRTUAL:** Senior Planner Statler

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**New Business –**

**Variance Request to Section 12-3-12 (1) D.9 – 523. E Gregory Street**

Chairperson Paul Ritz addressed the board and stated that applicant, Bob Cordes, is representing the purchasers of a noncompliant restaurant and converting into a further noncompliant restaurant located at 523 E. Gregory Street. Board Member Grundhoefer inquired if there was a setback. Historic Preservation Planner Harding stated that the location is within the Gateway Review zoning district in which setbacks are based upon specific roads. Bob Cordes stated that they complied with the setbacks. A discussion continued in regards to impervious pavers. Board Member Van Hoose thanked the developer for vision and inquired if there would be room for a car in the specified area. Bob Cordes stated that there would not be room for a vehicle and that it would remain landscaped. Board Member Van Hoose asked if the paved area will be where what is now grass on the lot and if traffic flow around the building would be impacted. Bob Cordes answered yes and no respectively. Board Member Van Hoose asked what the specific condition was and noted that the situation of no outside seating was not created by the city. Board Member Powell asked if railroad right of way is a special condition. Chairperson Paul Ritz stated that 81% does not include the triangle of railroad right of way. Chairperson Paul Ritz stated that as a board all need to agree with all seven variance criteria and deliberation was needed. Chairperson Paul Ritz asked if it was an action of the application. Vice Chair Larson stated that going from 75 to 81 by variance and now more. Historic Preservation Planner Harding said he did not think this met the variance criteria, the site is existing non-conforming. Chairperson Paul Ritz agreed with Historic Preservation Planner Harding. Grundhoefer and Van Hoose both stated there were not conditions that exist that are peculiar for criteria #1. Chairperson, Paul Ritz, stated that if all the criteria are not met, the board need not continue. Bob Cordes asked if criteria would be met if he reduced the amount of impervious surface. Assistant Planning & Zoning Manager, Cannon stated that in asking for a variance, all criteria needed to be met. Assistant City Attorney, Lindsay stated a motion could be made that honors the intent and meets with policy of the Board. Reading from the code, Lindsay stated that Cordes could appeal to the Circuit Court if he did not agree with the ruling. Assistant City Attorney, Lindsay continued by saying that in Quasi, you are sitting and acting as a judge in a court of law. Furthermore, applicant (Cordes) has a right to rebuttal, including after deliberation. Harding stated that it can be approved, denied, or modified to a lesser amount. Assistant Planning & Zoning Manager, Cannon followed this by stating it still must meet the criteria. Chairperson, Paul Ritz clarified by asking if it was being suggested to move the impervious surface to an alternative area. Bob Cordes stated he was in agreement to shift some of the impervious area by using impervious pavers. Chairperson, Paul Ritz inquired if anyone had been to Fusion and stated the applicant could trade some pervious to impervious pavers to get 81%. While showing the area on the screen, Bob Cordes stated that the seating is needed, and he would like to take the surface at the dumpsters and replace with pervious pavers. Board member Van Hoose stated if there are able to make that exchange, a motion would not be needed. Assistant Planning & Zoning Manager, Cannon stated that Bob Cordes must work this out with engineering and then a variance would not be required. Chairperson, Paul Ritz asked if everyone understood that they were getting to 85% and

not staying at 81%. Board Member Grundhoefer stated that whatever the area, grant the variance with modifications to offset the amount of area (+/- 600 square feet) with equal amount of pervious pavers. The special condition is adding pervious area to offset. Board Member Powell stated special conditions were existing or we have determined there was one. **Board member Grundhoefer made a motion to approve contingent on the special condition, seconded by Board Member Powell, and it carried 6:0.**

#### **Aesthetic Review – 523 E. Gregory Street**

Bob Cordes is requesting a new color scheme, removal of storefront doors, addition of a New Orleans flair to design, a door to outside seating, window replacement, and the addition of handicap parking spaces. Chairperson, Paul Ritz, stated the presentation was weak due to missing images other than the photo of the door. Board Member, Grundhoefer, asked if the outdoor dining area would be fenced as they typically are. Bob Cordes stated they planned on moving the existing fence to the outdoor dining area. He further stated that he was unsure if they would get the variance so they did not plan much other than the color scheme changing. Assistant Planning & Zoning Manager, Cannon, stated ECUA provided comments regarding an easement on former DeLeon Right of way and stated they can't have a permanent structure. Assistant Planning & Zoning Manager Cannon asked if Chairman Paul Ritz was requesting color elevations. Chairperson, Paul Ritz stated that in prior cases, more informative plans have been shown and these plans are inconsistent. He stated it is difficult to address with what was presented. Board Member Grundhoefer asked if the three items could be abbreviated review. Chairperson, Paul Ritz stated the last two had gone to Board Member, Grundhoefer. He requested a motion from the Board to request additional information via an abbreviated review. **Board Member Grundhoefer made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Charletha Powell, and it carried 6:0.**

#### **Site Plan and Aesthetic Review – Application – 711 S. Palafox Street**

Jim English is requesting a Site Plan and Aesthetic Review for 711 S. Palafox Street. Brian Spencer referenced 4040 Dunwoody Drive. Jim English discussed with neighbors that their building falls under the category of being a contributing structure by the Architectural Review Board unlike his structure. Historic Preservation Planner Harding provided a history of demo approval. Brian Spencer stated that a precast building system is most appropriate and least impactful to adjacent buildings. Further stating that if you have been along I-10, a building can be seen being constructed using precast. Access to sides is virtually impossible to attain as is the rear due to Baylen Slip. Discussion during demo requested street level detail. Chairperson, Paul Ritz, stated horizontal lines and color like the Cultural Center would be preferable than white in an area with brick. Brian Spencer stated it was to be tan-muted limestone. Assistant Planning & Zoning Manager Cannon referenced special consideration to building within a historic district. Brian Spencer stated that Jim English was at the meeting and could discuss color. Brian Spencer stated to the south is painted stucco, and next painted stucco in pale green. On the north is a newer brick building. Across the street is blue-ish stucco. Brian Spencer further stated they are not interested in faux brick. Brian Spencer said each floor is 3400 square feet, if architects can view floor plan and remote access stairways. Board member Grundhoefer stated that the building is handsome and he is

sure they will come up with a beautiful color. Board Member Grundhoefer stated the garage was lacking human scale. Brian Spencer stated that due to FEMA, a habitable space is not allowed. Board Member Grundhoefer stated that it could be created visually. Board Member Grundhoefer also stated the wall can be blank, not like the Publix façade on Cervantes, but something other than a blank wall could be done. Discussion moved onto floor plan. Brian Spencer stated that rooms along Palafox would have a glass door with ornate entry to building. Chairperson, Paul Ritz asked if there could be embellishment. Brian Spencer stated it goes against good design. Chairperson, Paul Ritz stated spandrel glass could be used to create a storefront effect and could not be seen through. Board Member Grundhoefer stated he wanted the building to feel pedestrian. Jim English mentioned the last thing he wanted to do was stucco and brick, rather, he wanted to bring a historic feeling to South Palafox and with color and texture you can do anything. Chairperson Paul Ritz circled back to wanting to see something at a pedestrian scale other than one nice door and 3 blank spaces. Brian Spencer stated there was an opportunity to create a framework of door and spandrel glass and a transom for reflectivity. Board Member Powell stated this was a good compromise. Board Member Grundhoefer stated that the backside is contemporary and completely appropriate, Chairperson Paul Ritz agreed. Board Member Van Hoose stated that she is not excited about white and felt a darker color would be better due to the abundance of brick on the street. Discussion moved to street view of Escambia Courthouse Building. Chairperson Paul Ritz stated that the elevation is much different. Board Member Van Hoose stated it would be preferred if it blended with those buildings around it. Chairperson Paul Ritz reminded board it was a site plan and aesthetic review before the Board. Board Member Grundhoefer stated future revisions could go through an abbreviated review process. Chairperson Paul Ritz stated it is a major building. Assistant Planning & Zoning Manager Cannon mentioned that another consideration is to have them be approved together as this will continue before City Council. Brian Spencer stated he appreciated the Abbreviated Review due to construction timing. The abbreviated review will go to both Chairperson Paul Ritz and Board Member Grundhoefer. **Board Member Powell made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Larson, and it carried 6:0.**

#### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation**

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation introduced by Assistant Planning & Zoning Manager Cannon. Baptist Hospital acquired additional parcels adjacent to the site of their new campus and subsequently requested annexation of the subject. This requires a map amendment to establish a new zoning district. It is customary to apply the adjacent zoning district. This was initiated through the voluntary annexation process; the city did not involuntarily apply these to Baptist. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and it carried 6:0.**

#### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Mark Eaton Annexation**

Request for Map Amendments to the City's Zoning and Future Land Use Maps Mark Eaton Annexation, introduction skipped due to similarity to Baptist annexation. Vice Chair

Larson asked about the gap between the two parcels and asked if it created an enclave and if this was permitted. Assistant Planning & Zoning Manager Cannon stated that they cannot create an enclave, access must remain to the other parcels. Mark Eaton has met the criteria of the state and avoided creating an enclave. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson.** Community Member, Bob Humley approached stand and introduced himself. Was confused if he needed to be there due to confusing signage making him think he was being annexed. Assistant Planning & Zoning Manager Cannon and Chairperson Paul Ritz cleared that he was not being annexed, but if he could pursue this through a voluntary process if so desired. **Vote carried 6:0.**

### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Richards Memorial United Church Property Annexation**

Request for Map Amendments to the City's Zoning and Future land Use Maps – Richards Memorial United Church Property Annexation introduced by Assistant Planning & Zoning Manager Cannon. Stated that the jurisdictional boundary goes through the middle of the property and it is being requested into one jurisdiction. Chairperson Paul Ritz asks if there is any discussion or a motion. Vice Chair Larson asked if owner wanted this annex. Assistant Planning & Zoning Manager Cannon answered that this annex was voluntary. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and vote carried 6:0.**

### **Comprehensive Plan Amendment – Coastal Management Element**

Comprehensive Plan Amendment – Coastal Management Element introduced by Assistant Planning & Zoning Manager Cannon. In 2015, the Florida Legislature passed the Peril of Flood Law which directed jurisdictions that have a Coastal Management Element as part of their comprehensive plan to include a redevelopment component with principles that must be used to eliminate inappropriate and unsafe development in coastal areas. These requirements are related to coastal flooding and impacts of sea level rise. Pursuant to Sec 163.3178(2)(f) of Florida Statute Peril of Flood Law, the proposed amendments were drafted by a consulting firm specializing in the Peril of Flood redevelopment component. The redevelopment component must include the six strategies outlined in the state statute addressing best management practices that reduce losses due to flooding. Assistant Planning & Zoning Manager Cannon stated that the Planning Board has the authority to further edit both the existing and proposed language. Proposed amendment recommendations made by Chairperson Paul Ritz, Vice Chair Larson, Board Members Grundhoefer, Van Hoose, and Powel were discussed and notated by Assistant Planning & Zoning Manager Cannon. **Vice Chair Larson motioned to approve as amended, seconded by Board Member Powell, and vote carried 6:0.**

**Open Forum – none**

**Discussion – none**

**Adjournment** – With no further business, the Board adjourned at 5:24 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP  
Assistant Planning Director  
Secretary of the Board



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00394

City Council

4/28/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

**PUBLIC HEARING: FUTURE LAND USE MAP AND ZONING MAP AMENDMENT - RECENTLY ANNEXED PROPERTY - RICHARDS MEMORIAL UNITED METHODIST CHURCH**

**RECOMMENDATION:**

That City Council conduct a Public Hearing on April 28, 2022, to amend the City's Future Land Use Map and Zoning Map for the property owned by Richards Memorial United Methodist Church which was recently annexed into the City.

**HEARING REQUIRED:** Public

**SUMMARY:**

The City recently approved the annexation of property owned by Richards Memorial United Methodist Church. The annexation necessitates an amendment to the City's Future Land Use and Zoning Maps to include the subject properties. The recommended zoning is R-1A (One and Two Family Residential) with a corresponding Future Land Use designation of MDR (Medium Density Residential).

On April 12, 2022 the Planning Board unanimously recommended approval of the proposed map amendments.

**PRIOR ACTION:**

April 14, 2022 - City Council granted final approval of the annexation request.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

4/14/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Sherry Morris, AICP, Development Services Department Director

**ATTACHMENTS:**

- 1) Proposed Ordinance No.23-22
- 2) Exhibit A - Maps of Annexation Area
- 3) Proposed Ordinance No. 24-22
- 4) Exhibit A - Maps of Annexation Area
- 5) Planning Board Minutes April 12 2022 - DRAFT

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 23-22

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN  
AND FUTURE LAND USE MAP OF THE CITY OF  
PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY;  
REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the city council desires to effect an amendment to a portion of the future land use element of the comprehensive plan; and

WHEREAS, said amendment is consistent with the other portions of the future land use element and all other applicable elements of the comprehensive plan, as amended; and

WHEREAS, said amendment will affirmatively contribute to the health, safety and general welfare of the citizens of the city; and

WHEREAS, the city council has followed all of the procedures set forth in F.S. sections 163.3184 and 163.3187, and all other applicable provisions of law and local procedures with relation to amendment to the future land use element of the comprehensive plan; and

WHEREAS, proper public notice was provided and appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following amendment to the comprehensive plan and future land use map of the city; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to the following described real property in the City of Pensacola, Florida, to-wit:

ALL THAT CERTAIN PARCEL OR TRACT OF LAND BEING THE NORTH HALF OF BLOCK 204 OF THE WEST KING TRACT AND BEING LOCATED IN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY FLORIDA.



the same is hereby changed to Medium Density Residential (MDR) Land Use District fully as if all of the said real property had been originally included in City of Pensacola Medium Density Residential (MDR) Future Land Use District.

A map depicting the area to be annexed is attached hereto as Exhibit A.

SECTION 2. The city council shall by subsequently adopted ordinance change the zoning classification and zoning map for the subject property to a permissible zoning classification, as determined by the discretion of the city council, which is consistent with the future land use classification adopted by this ordinance. Pending the adoption of such a rezoning ordinance, no development of the subject property shall be permitted which is inconsistent with the future land use classification adopted by this ordinance.

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




SECTION 5. 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.

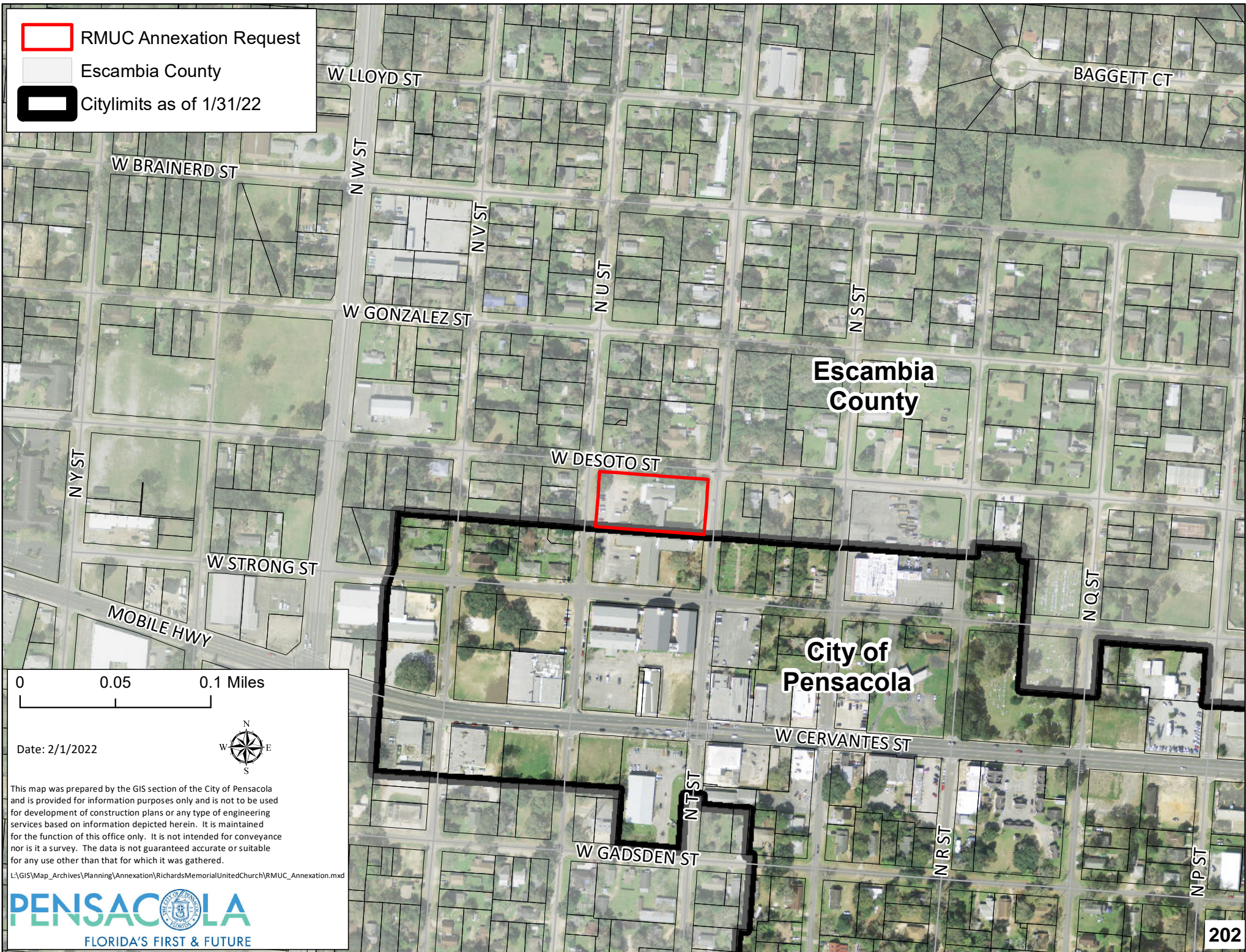
Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

-  RMUC Annexation Request
-  Escambia County
-  Citylimits as of 1/31/22



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Date: 2/1/2022








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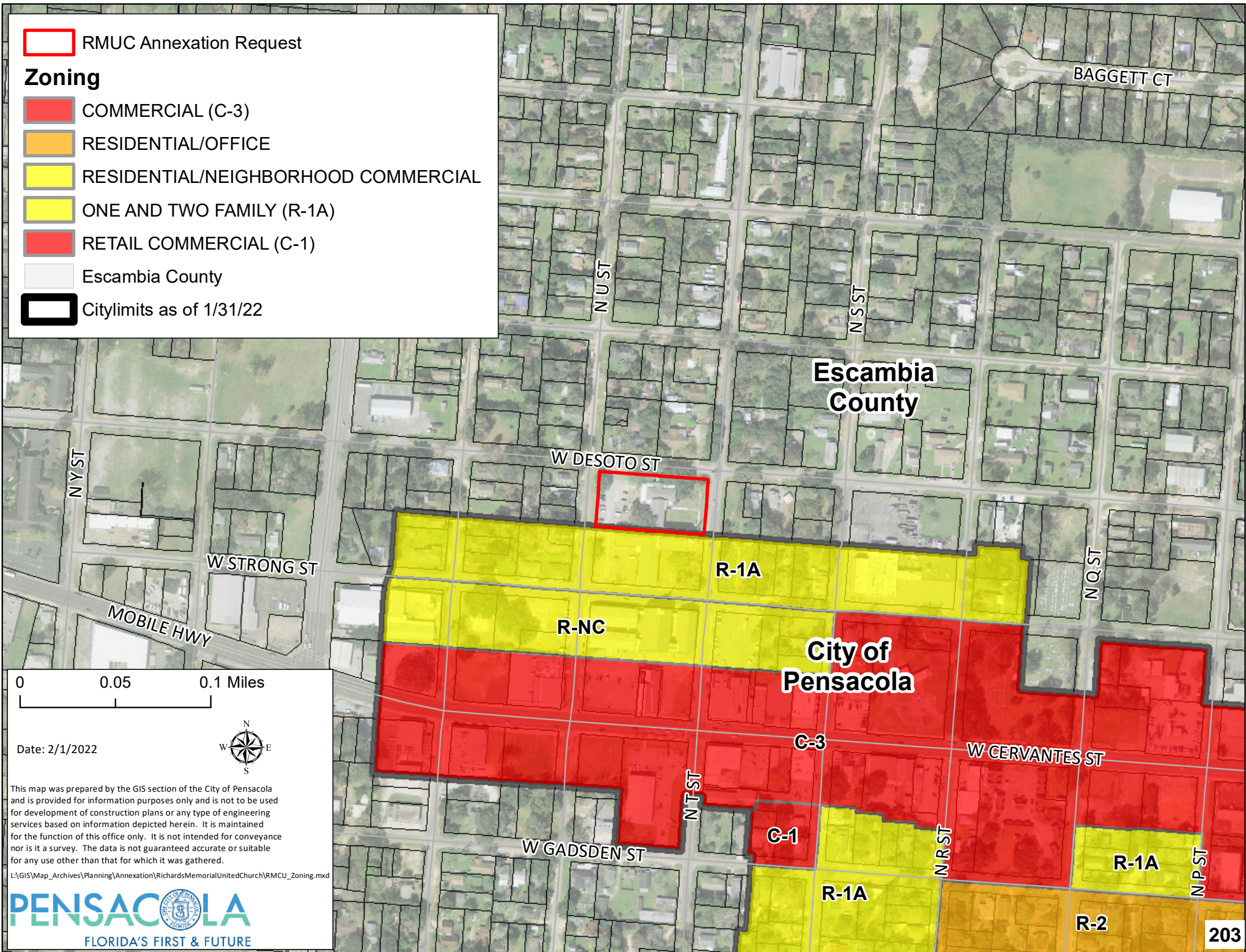
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 RMUC Annexation Request

**Zoning**

-  COMMERCIAL (C-3)
-  RESIDENTIAL/OFFICE
-  RESIDENTIAL/NEIGHBORHOOD COMMERCIAL
-  ONE AND TWO FAMILY (R-1A)
-  RETAIL COMMERCIAL (C-1)
-  Escambia County
-  Citylimits as of 1/31/22



0 0.05 0.1 Miles



Date: 2/1/2022

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 RMUC Annexation Request


**Future Landuse**


 COMMERCIAL

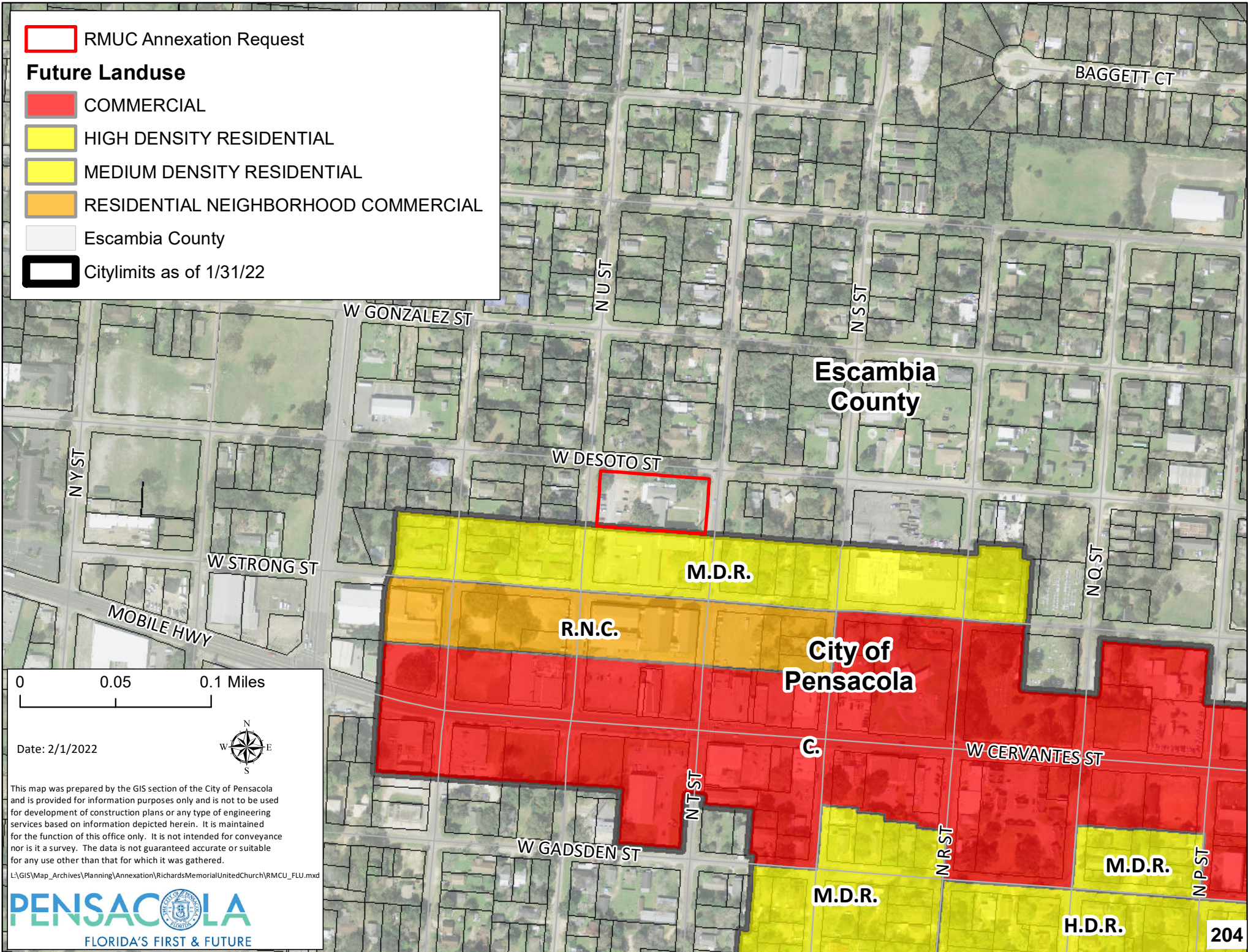
 HIGH DENSITY RESIDENTIAL

 MEDIUM DENSITY RESIDENTIAL

 RESIDENTIAL NEIGHBORHOOD COMMERCIAL

 Escambia County

 Citylimits as of 1/31/22



0 0.05 0.1 Miles

Date: 2/1/2022



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PROPOSED  
ORDINANCE NO. 24-22

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, FLORIDA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city 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 F.S. section 163.3174, and a proper public hearing was held on April 28, 2022 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; 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:

ALL THAT CERTAIN PARCEL OR TRACT OF LAND BEING THE NORTH HALF OF BLOCK 204 OF THE WEST KING TRACT AND BEING LOCATED IN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY FLORIDA.

is hereby changed from County zoning designation to R-1A – One and Two Family Residential.

A map depicting the area to be annexed is attached hereto as Exhibit A.

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.

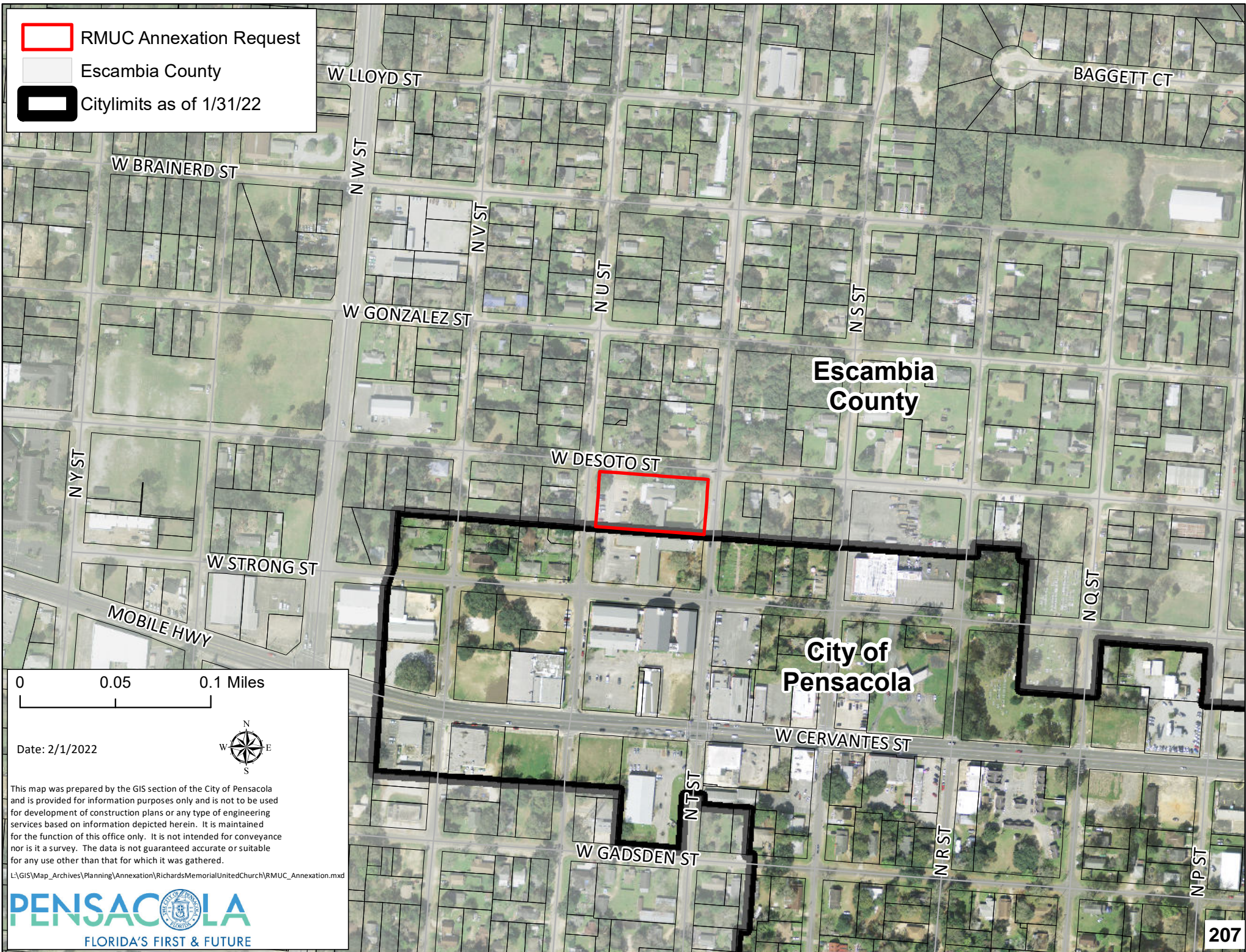
Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

-  RMUC Annexation Request
-  Escambia County
-  Citylimits as of 1/31/22



0 0.05 0.1 Miles

Date: 2/1/2022










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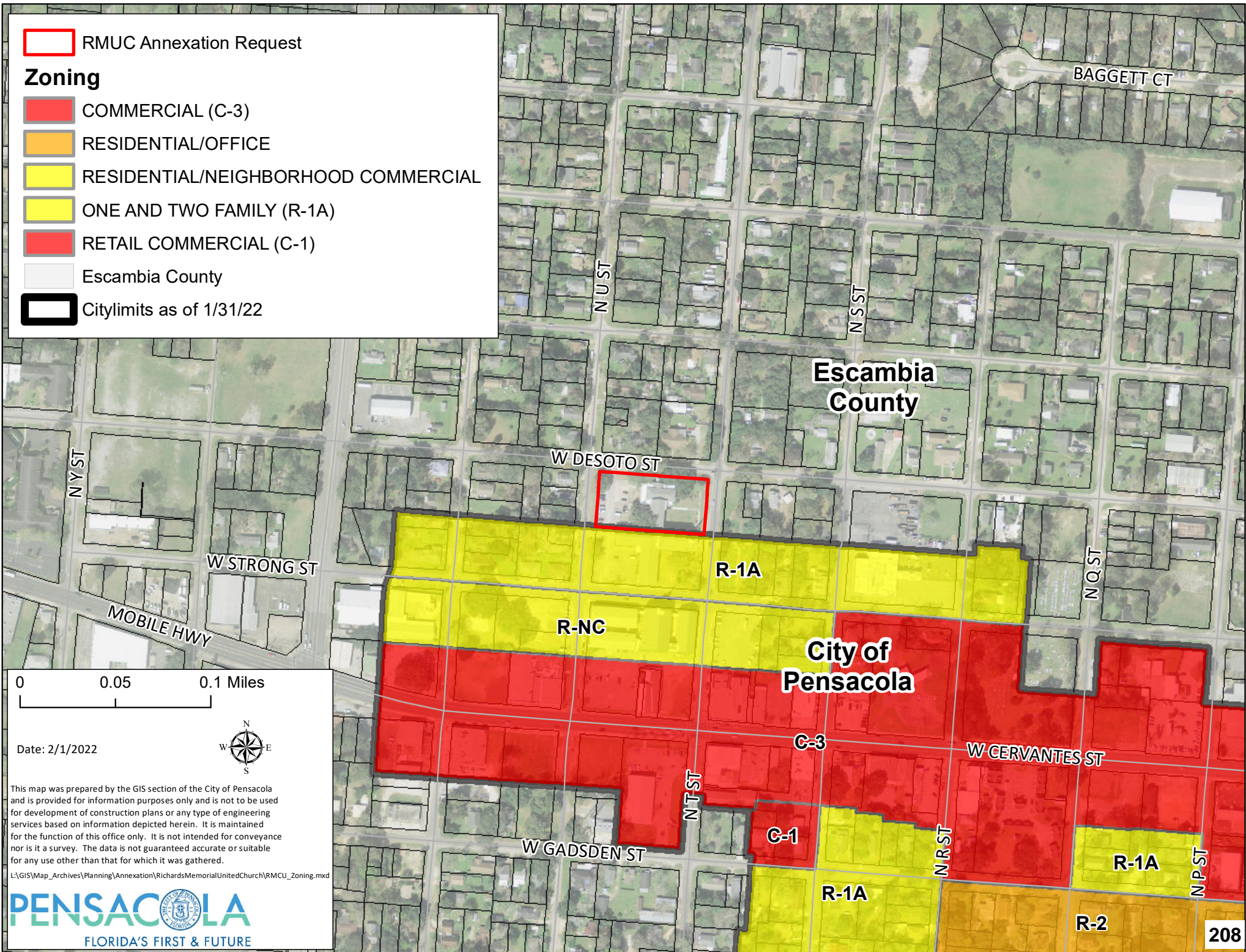
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 RMUC Annexation Request

### Zoning

-  COMMERCIAL (C-3)
-  RESIDENTIAL/OFFICE
-  RESIDENTIAL/NEIGHBORHOOD COMMERCIAL
-  ONE AND TWO FAMILY (R-1A)
-  RETAIL COMMERCIAL (C-1)
-  Escambia County
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 RMUC Annexation Request

**Future Landuse**


 COMMERCIAL

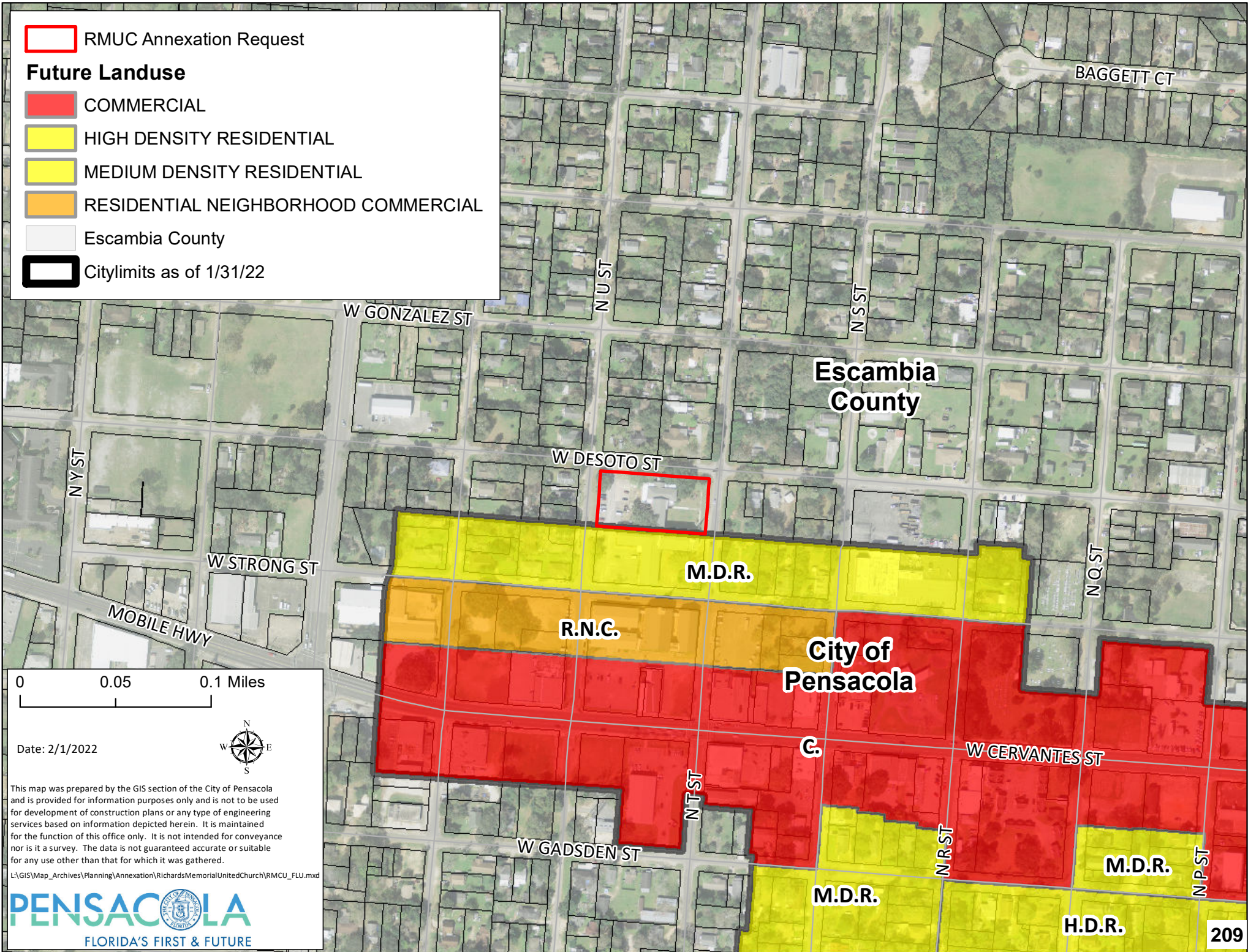
 HIGH DENSITY RESIDENTIAL

 MEDIUM DENSITY RESIDENTIAL

 RESIDENTIAL NEIGHBORHOOD COMMERCIAL

 Escambia County

 Citylimits as of 1/31/22



0 0.05 0.1 Miles

Date: 2/1/2022



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## **MINUTES OF THE PLANNING BOARD**

**April 12, 2022**

**MEMBERS PRESENT:** Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Van Hoose, Board Member Powell, Board Member Sampson

**MEMBERS ABSENT:** Board Member Villegas (virtual – no voting).

**STAFF PRESENT:** Assistant Planning & Zoning Manager Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Help Desk Technician Russo, Development Services Director Morris

**STAFF VIRTUAL:** Senior Planner Statler

**OTHERS PRESENT:** Bob Cordes, Jim English, Brian Spencer, Bob Humley

### **AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from March 8, 2022
- **New Business:**
- Variance Request – 523 E. Gregory Street
- Aesthetic Review – 523 E. Gregory Street
- Site Plan and Aesthetic Review – 711 S. Palafox Street
- Request for Map Amendments – Baptist Hospital Annexation
- Request for Map Amendments – Mark Eaton Annexation
- Request for Map Amendments – Richards Memorial United Church Property Annexation
- Comprehensive Plan Amendment – Coastal Management Element
- Open Forum
- Discussion
- Adjournment

### **Call to Order / Quorum Present**

Chairperson Paul Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

**Approval of Meeting Minutes - Board Member Larson made a motion to approve the March 8, 2022 minutes, seconded by Board Member Grundhoefer, and it carried unanimously.**

**New Business –**

**Variance Request to Section 12-3-12 (1) D.9 – 523. E Gregory Street**

Chairperson Paul Ritz addressed the board and stated that applicant, Bob Cordes, is representing the purchasers of a noncompliant restaurant and converting into a further noncompliant restaurant located at 523 E. Gregory Street. Board Member Grundhoefer inquired if there was a setback. Historic Preservation Planner Harding stated that the location is within the Gateway Review zoning district in which setbacks are based upon specific roads. Bob Cordes stated that they complied with the setbacks. A discussion continued in regards to impervious pavers. Board Member Van Hoose thanked the developer for vision and inquired if there would be room for a car in the specified area. Bob Cordes stated that there would not be room for a vehicle and that it would remain landscaped. Board Member Van Hoose asked if the paved area will be where what is now grass on the lot and if traffic flow around the building would be impacted. Bob Cordes answered yes and no respectively. Board Member Van Hoose asked what the specific condition was and noted that the situation of no outside seating was not created by the city. Board Member Powell asked if railroad right of way is a special condition. Chairperson Paul Ritz stated that 81% does not include the triangle of railroad right of way. Chairperson Paul Ritz stated that as a board all need to agree with all seven variance criteria and deliberation was needed. Chairperson Paul Ritz asked if it was an action of the application. Vice Chair Larson stated that going from 75 to 81 by variance and now more. Historic Preservation Planner Harding said he did not think this met the variance criteria, the site is existing non-conforming. Chairperson Paul Ritz agreed with Historic Preservation Planner Harding. Grundhoefer and Van Hoose both stated there were not conditions that exist that are peculiar for criteria #1. Chairperson, Paul Ritz, stated that if all the criteria are not met, the board need not continue. Bob Cordes asked if criteria would be met if he reduced the amount of impervious surface. Assistant Planning & Zoning Manager, Cannon stated that in asking for a variance, all criteria needed to be met. Assistant City Attorney, Lindsay stated a motion could be made that honors the intent and meets with policy of the Board. Reading from the code, Lindsay stated that Cordes could appeal to the Circuit Court if he did not agree with the ruling. Assistant City Attorney, Lindsay continued by saying that in Quasi, you are sitting and acting as a judge in a court of law. Furthermore, applicant (Cordes) has a right to rebuttal, including after deliberation. Harding stated that it can be approved, denied, or modified to a lesser amount. Assistant Planning & Zoning Manager, Cannon followed this by stating it still must meet the criteria. Chairperson, Paul Ritz clarified by asking if it was being suggested to move the impervious surface to an alternative area. Bob Cordes stated he was in agreement to shift some of the impervious area by using impervious pavers. Chairperson, Paul Ritz inquired if anyone had been to Fusion and stated the applicant could trade some pervious to impervious pavers to get 81%. While showing the area on the screen, Bob Cordes stated that the seating is needed, and he would like to take the surface at the dumpsters and replace with pervious pavers. Board member Van Hoose stated if there are able to make that exchange, a motion would not be needed. Assistant Planning & Zoning Manager, Cannon stated that Bob Cordes must work this out with engineering and then a variance would not be required. Chairperson, Paul Ritz asked if everyone understood that they were getting to 85% and

not staying at 81%. Board Member Grundhoefer stated that whatever the area, grant the variance with modifications to offset the amount of area (+/- 600 square feet) with equal amount of pervious pavers. The special condition is adding pervious area to offset. Board Member Powell stated special conditions were existing or we have determined there was one. **Board member Grundhoefer made a motion to approve contingent on the special condition, seconded by Board Member Powell, and it carried 6:0.**

#### **Aesthetic Review – 523 E. Gregory Street**

Bob Cordes is requesting a new color scheme, removal of storefront doors, addition of a New Orleans flair to design, a door to outside seating, window replacement, and the addition of handicap parking spaces. Chairperson, Paul Ritz, stated the presentation was weak due to missing images other than the photo of the door. Board Member, Grundhoefer, asked if the outdoor dining area would be fenced as they typically are. Bob Cordes stated they planned on moving the existing fence to the outdoor dining area. He further stated that he was unsure if they would get the variance so they did not plan much other than the color scheme changing. Assistant Planning & Zoning Manager, Cannon, stated ECUA provided comments regarding an easement on former DeLeon Right of way and stated they can't have a permanent structure. Assistant Planning & Zoning Manager Cannon asked if Chairman Paul Ritz was requesting color elevations. Chairperson, Paul Ritz stated that in prior cases, more informative plans have been shown and these plans are inconsistent. He stated it is difficult to address with what was presented. Board Member Grundhoefer asked if the three items could be abbreviated review. Chairperson, Paul Ritz stated the last two had gone to Board Member, Grundhoefer. He requested a motion from the Board to request additional information via an abbreviated review. **Board Member Grundhoefer made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Charletha Powell, and it carried 6:0.**

#### **Site Plan and Aesthetic Review – Application – 711 S. Palafox Street**

Jim English is requesting a Site Plan and Aesthetic Review for 711 S. Palafox Street. Brian Spencer referenced 4040 Dunwoody Drive. Jim English discussed with neighbors that their building falls under the category of being a contributing structure by the Architectural Review Board unlike his structure. Historic Preservation Planner Harding provided a history of demo approval. Brian Spencer stated that a precast building system is most appropriate and least impactful to adjacent buildings. Further stating that if you have been along I-10, a building can be seen being constructed using precast. Access to sides is virtually impossible to attain as is the rear due to Baylen Slip. Discussion during demo requested street level detail. Chairperson, Paul Ritz, stated horizontal lines and color like the Cultural Center would be preferable than white in an area with brick. Brian Spencer stated it was to be tan-muted limestone. Assistant Planning & Zoning Manager Cannon referenced special consideration to building within a historic district. Brian Spencer stated that Jim English was at the meeting and could discuss color. Brian Spencer stated to the south is painted stucco, and next painted stucco in pale green. On the north is a newer brick building. Across the street is blue-ish stucco. Brian Spencer further stated they are not interested in faux brick. Brian Spencer said each floor is 3400 square feet, if architects can view floor plan and remote access stairways. Board member Grundhoefer stated that the building is handsome and he is

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#### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation**

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation introduced by Assistant Planning & Zoning Manager Cannon. Baptist Hospital acquired additional parcels adjacent to the site of their new campus and subsequently requested annexation of the subject. This requires a map amendment to establish a new zoning district. It is customary to apply the adjacent zoning district. This was initiated through the voluntary annexation process; the city did not involuntarily apply these to Baptist. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and it carried 6:0.**

#### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Mark Eaton Annexation**

Request for Map Amendments to the City's Zoning and Future Land Use Maps Mark Eaton Annexation, introduction skipped due to similarity to Baptist annexation. Vice Chair

Larson asked about the gap between the two parcels and asked if it created an enclave and if this was permitted. Assistant Planning & Zoning Manager Cannon stated that they cannot create an enclave, access must remain to the other parcels. Mark Eaton has met the criteria of the state and avoided creating an enclave. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson.** Community Member, Bob Humley approached stand and introduced himself. Was confused if he needed to be there due to confusing signage making him think he was being annexed. Assistant Planning & Zoning Manager Cannon and Chairperson Paul Ritz cleared that he was not being annexed, but if he could pursue this through a voluntary process if so desired. **Vote carried 6:0.**

### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Richards Memorial United Church Property Annexation**

Request for Map Amendments to the City's Zoning and Future land Use Maps – Richards Memorial United Church Property Annexation introduced by Assistant Planning & Zoning Manager Cannon. Stated that the jurisdictional boundary goes through the middle of the property and it is being requested into one jurisdiction. Chairperson Paul Ritz asks if there is any discussion or a motion. Vice Chair Larson asked if owner wanted this annex. Assistant Planning & Zoning Manager Cannon answered that this annex was voluntary. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and vote carried 6:0.**

### **Comprehensive Plan Amendment – Coastal Management Element**

Comprehensive Plan Amendment – Coastal Management Element introduced by Assistant Planning & Zoning Manager Cannon. In 2015, the Florida Legislature passed the Peril of Flood Law which directed jurisdictions that have a Coastal Management Element as part of their comprehensive plan to include a redevelopment component with principles that must be used to eliminate inappropriate and unsafe development in coastal areas. These requirements are related to coastal flooding and impacts of sea level rise. Pursuant to Sec 163.3178(2)(f) of Florida Statute Peril of Flood Law, the proposed amendments were drafted by a consulting firm specializing in the Peril of Flood redevelopment component. The redevelopment component must include the six strategies outlined in the state statute addressing best management practices that reduce losses due to flooding. Assistant Planning & Zoning Manager Cannon stated that the Planning Board has the authority to further edit both the existing and proposed language. Proposed amendment recommendations made by Chairperson Paul Ritz, Vice Chair Larson, Board Members Grundhoefer, Van Hoose, and Powel were discussed and notated by Assistant Planning & Zoning Manager Cannon. **Vice Chair Larson motioned to approve as amended, seconded by Board Member Powell, and vote carried 6:0.**

**Open Forum – none**

**Discussion – none**

**Adjournment** – With no further business, the Board adjourned at 5:24 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP  
Assistant Planning Director  
Secretary of the Board



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 23-22

City Council

4/28/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PROPOSED ORDINANCE NO. 23-22 - FUTURE LAND USE MAP AMENDMENT - RECENTLY ANNEXED PROPERTY - RICHARDS MEMORIAL UNITED METHODIST CHURCH

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 23-22 on first reading.

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City recently approved the annexation of property owned by Richards Memorial United Methodist Church. The annexation necessitates an amendment to the City's Future Land Use and Zoning Maps to include the subject properties. The recommended zoning is R-1A (One and Two Family Residential) with a corresponding Future Land Use designation of MDR (Medium Density Residential).

On April 12, 2022 the Planning Board unanimously recommended approval of the proposed map amendments.

**PRIOR ACTION:**

April 14, 2022 - City Council granted final approval of the annexation request.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The City would receive stormwater and franchise fees and where applicable, ad valorem and public

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service tax revenues from the subject parcels as well as from any future improvements.

**CITY ATTORNEY REVIEW:** Yes

4/14/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
David Forte, Deputy City Administrator - Community Development  
Sherry Morris, AICP, Development Services Department Director

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 23-22
- 2) Exhibit A - Maps of Annexation Area
- 3) Planning Board Minutes April 12 2022 - DRAFT

**PRESENTATION:** No.

PROPOSED  
ORDINANCE NO. 23-22

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN  
AND FUTURE LAND USE MAP OF THE CITY OF  
PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY;  
REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the city council desires to effect an amendment to a portion of the future land use element of the comprehensive plan; and

WHEREAS, said amendment is consistent with the other portions of the future land use element and all other applicable elements of the comprehensive plan, as amended; and

WHEREAS, said amendment will affirmatively contribute to the health, safety and general welfare of the citizens of the city; and

WHEREAS, the city council has followed all of the procedures set forth in F.S. sections 163.3184 and 163.3187, and all other applicable provisions of law and local procedures with relation to amendment to the future land use element of the comprehensive plan; and

WHEREAS, proper public notice was provided and appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following amendment to the comprehensive plan and future land use map of the city; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to the following described real property in the City of Pensacola, Florida, to-wit:

ALL THAT CERTAIN PARCEL OR TRACT OF LAND BEING THE NORTH HALF OF BLOCK 204 OF THE WEST KING TRACT AND BEING LOCATED IN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY FLORIDA.

the same is hereby changed to Medium Density Residential (MDR) Land Use District fully as if all of the said real property had been originally included in City of Pensacola Medium Density Residential (MDR) Future Land Use District.

A map depicting the area to be annexed is attached hereto as Exhibit A.

SECTION 2. The city council shall by subsequently adopted ordinance change the zoning classification and zoning map for the subject property to a permissible zoning classification, as determined by the discretion of the city council, which is consistent with the future land use classification adopted by this ordinance. Pending the adoption of such a rezoning ordinance, no development of the subject property shall be permitted which is inconsistent with the future land use classification adopted by this ordinance.

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




SECTION 5. 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.

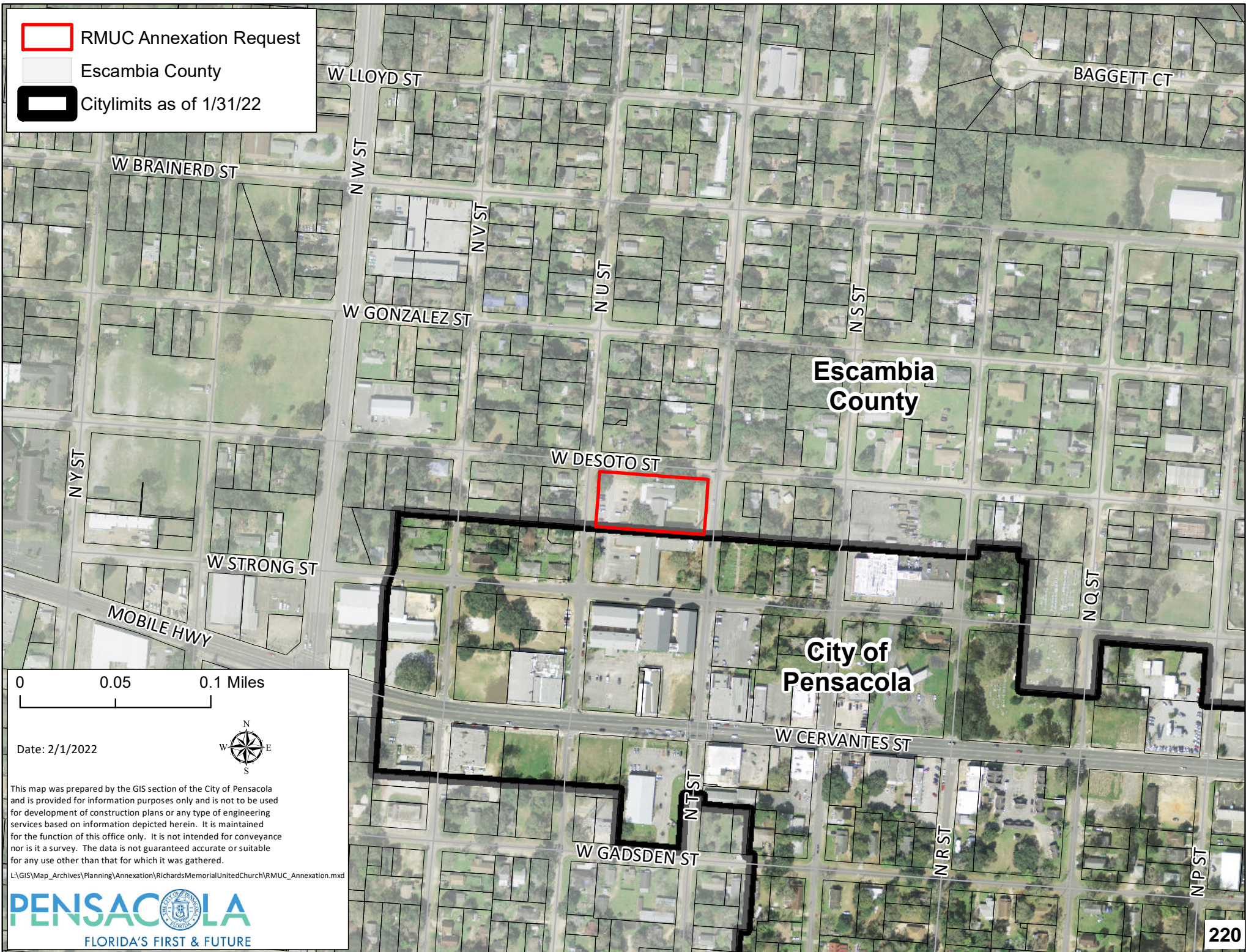
Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

-  RMUC Annexation Request
-  Escambia County
-  Citylimits as of 1/31/22



0 0.05 0.1 Miles



Date: 2/1/2022








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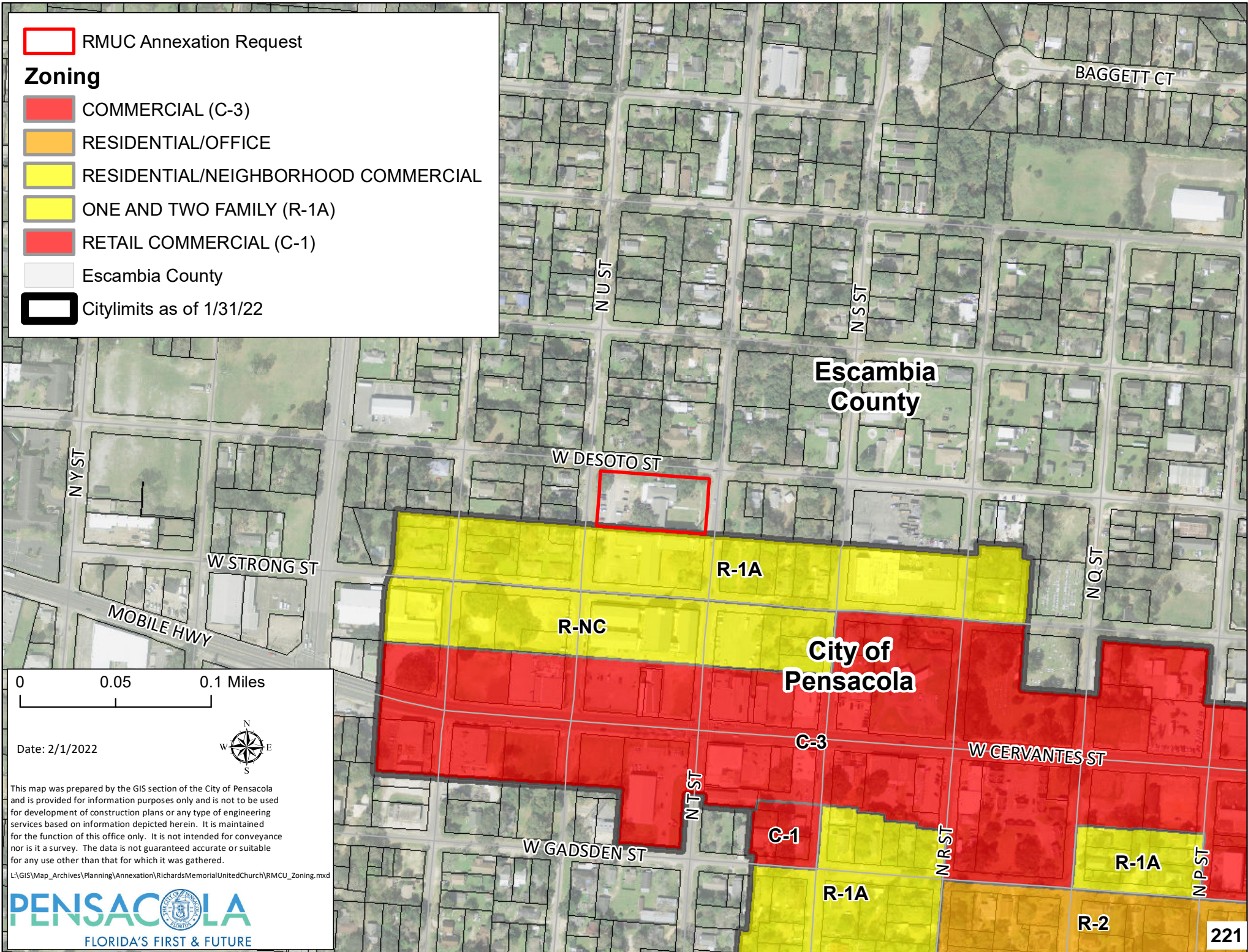
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 RMUC Annexation Request

**Zoning**

-  COMMERCIAL (C-3)
-  RESIDENTIAL/OFFICE
-  RESIDENTIAL/NEIGHBORHOOD COMMERCIAL
-  ONE AND TWO FAMILY (R-1A)
-  RETAIL COMMERCIAL (C-1)
-  Escambia County
-  Citylimits as of 1/31/22



0 0.05 0.1 Miles



Date: 2/1/2022

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 RMUC Annexation Request


**Future Landuse**


 COMMERCIAL

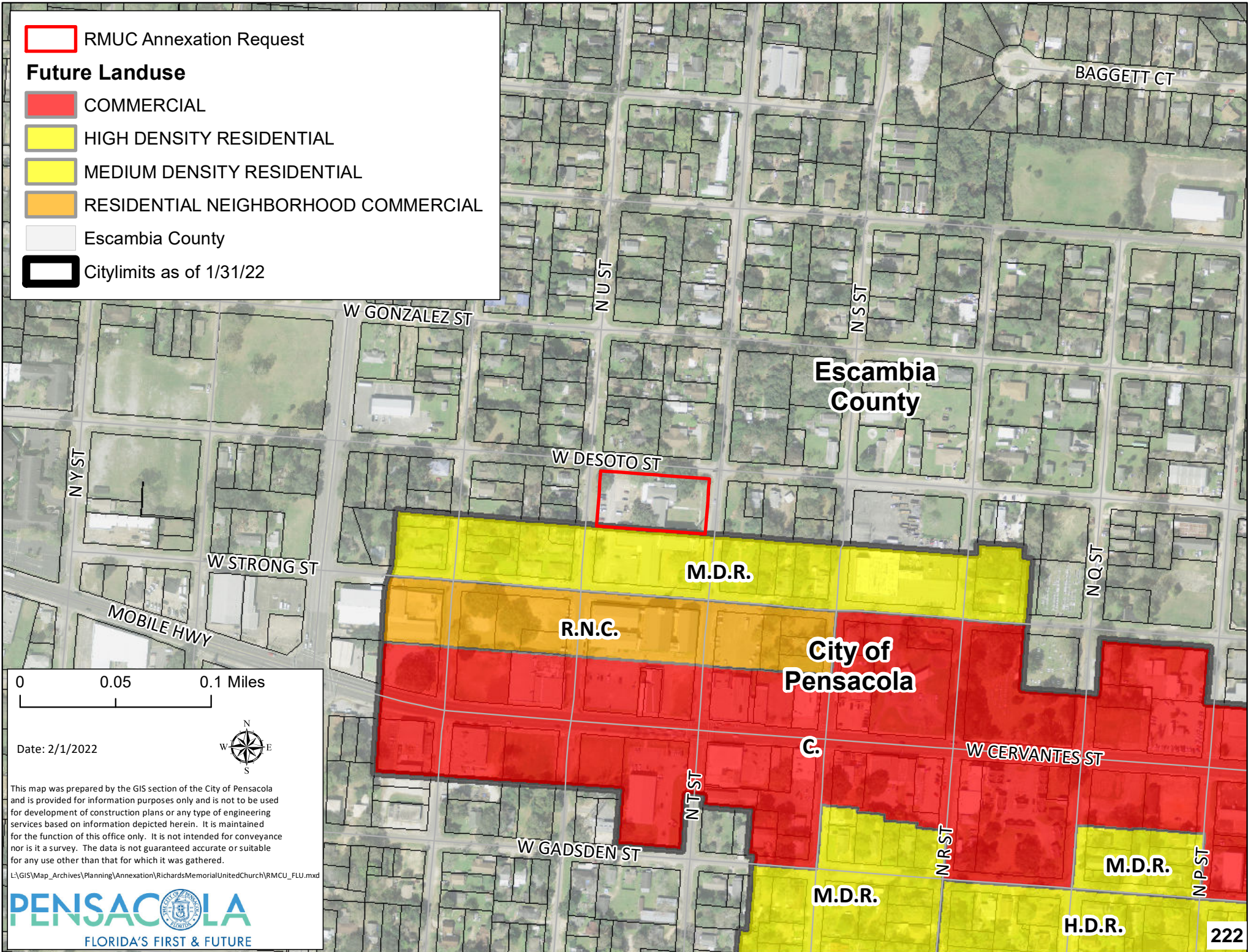
 HIGH DENSITY RESIDENTIAL

 MEDIUM DENSITY RESIDENTIAL

 RESIDENTIAL NEIGHBORHOOD COMMERCIAL

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 Citylimits as of 1/31/22



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## **MINUTES OF THE PLANNING BOARD**

**April 12, 2022**

**MEMBERS PRESENT:** Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Van Hoose, Board Member Powell, Board Member Sampson

**MEMBERS ABSENT:** Board Member Villegas (virtual – no voting).

**STAFF PRESENT:** Assistant Planning & Zoning Manager Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Help Desk Technician Russo, Development Services Director Morris

**STAFF VIRTUAL:** Senior Planner Statler

**OTHERS PRESENT:** Bob Cordes, Jim English, Brian Spencer, Bob Humley

### **AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from March 8, 2022
- **New Business:**
- Variance Request – 523 E. Gregory Street
- Aesthetic Review – 523 E. Gregory Street
- Site Plan and Aesthetic Review – 711 S. Palafox Street
- Request for Map Amendments – Baptist Hospital Annexation
- Request for Map Amendments – Mark Eaton Annexation
- Request for Map Amendments – Richards Memorial United Church Property Annexation
- Comprehensive Plan Amendment – Coastal Management Element
- Open Forum
- Discussion
- Adjournment

### **Call to Order / Quorum Present**

Chairperson Paul Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

**Approval of Meeting Minutes - Board Member Larson made a motion to approve the March 8, 2022 minutes, seconded by Board Member Grundhoefer, and it carried unanimously.**

**New Business –**

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Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation introduced by Assistant Planning & Zoning Manager Cannon. Baptist Hospital acquired additional parcels adjacent to the site of their new campus and subsequently requested annexation of the subject. This requires a map amendment to establish a new zoning district. It is customary to apply the adjacent zoning district. This was initiated through the voluntary annexation process; the city did not involuntarily apply these to Baptist. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and it carried 6:0.**

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Larson asked about the gap between the two parcels and asked if it created an enclave and if this was permitted. Assistant Planning & Zoning Manager Cannon stated that they cannot create an enclave, access must remain to the other parcels. Mark Eaton has met the criteria of the state and avoided creating an enclave. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson.** Community Member, Bob Humley approached stand and introduced himself. Was confused if he needed to be there due to confusing signage making him think he was being annexed. Assistant Planning & Zoning Manager Cannon and Chairperson Paul Ritz cleared that he was not being annexed, but if he could pursue this through a voluntary process if so desired. **Vote carried 6:0.**

### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Richards Memorial United Church Property Annexation**

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### **Comprehensive Plan Amendment – Coastal Management Element**

Comprehensive Plan Amendment – Coastal Management Element introduced by Assistant Planning & Zoning Manager Cannon. In 2015, the Florida Legislature passed the Peril of Flood Law which directed jurisdictions that have a Coastal Management Element as part of their comprehensive plan to include a redevelopment component with principles that must be used to eliminate inappropriate and unsafe development in coastal areas. These requirements are related to coastal flooding and impacts of sea level rise. Pursuant to Sec 163.3178(2)(f) of Florida Statute Peril of Flood Law, the proposed amendments were drafted by a consulting firm specializing in the Peril of Flood redevelopment component. The redevelopment component must include the six strategies outlined in the state statute addressing best management practices that reduce losses due to flooding. Assistant Planning & Zoning Manager Cannon stated that the Planning Board has the authority to further edit both the existing and proposed language. Proposed amendment recommendations made by Chairperson Paul Ritz, Vice Chair Larson, Board Members Grundhoefer, Van Hoose, and Powel were discussed and notated by Assistant Planning & Zoning Manager Cannon. **Vice Chair Larson motioned to approve as amended, seconded by Board Member Powell, and vote carried 6:0.**

**Open Forum – none**

**Discussion – none**

**Adjournment** – With no further business, the Board adjourned at 5:24 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP  
Assistant Planning Director  
Secretary of the Board



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 24-22

City Council

4/28/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PROPOSED ORDINANCE NO. 24-22 - ZONING MAP AMENDMENT - RECENTLY ANNEXED PROPERTY - RICHARD MEMORIAL UNITED METHODIST CHURCH

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 24-22 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, FLORIDA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City recently approved the annexation of property owned by Richards Memorial United Methodist Church. The annexation necessitates an amendment to the City's Future Land Use and Zoning Maps to include the subject properties. The recommended zoning is R-1A (One and Two Family Residential) with a corresponding Future Land Use designation of MDR (Medium Density Residential).

On April 12, 2022 the Planning Board unanimously recommended approval of the proposed map amendments.

**PRIOR ACTION:**

April 14, 2022 - City Council granted final approval of the annexation request.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The City would receive stormwater and franchise fees and where applicable, ad valorem and public service tax revenues from the subject parcels as well as from any future improvements.

**CITY ATTORNEY REVIEW:** Yes

4/14/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
David Forte, Deputy City Administrator - Community Development  
Sherry Morris, AICP, Development Services Department Director

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 24-22
- 2) Exhibit A - Maps of Annexation Area
- 3) Planning Board Minutes April 12 2022 - DRAFT

**PRESENTATION:** No.

PROPOSED  
ORDINANCE NO. 24-22

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, FLORIDA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city 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 F.S. section 163.3174, and a proper public hearing was held on April 28, 2022 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 affirmative contribute to the health, safety, and general welfare of the citizens of the city; 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:

ALL THAT CERTAIN PARCEL OR TRACT OF LAND BEING THE NORTH HALF OF BLOCK 204 OF THE WEST KING TRACT AND BEING LOCATED IN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY FLORIDA.

is hereby changed from County zoning designation to R-1A – One and Two Family Residential.

A map depicting the area to be annexed is attached hereto as Exhibit A.

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: \_\_\_\_\_

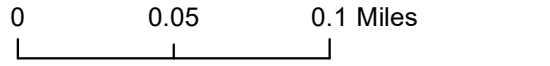
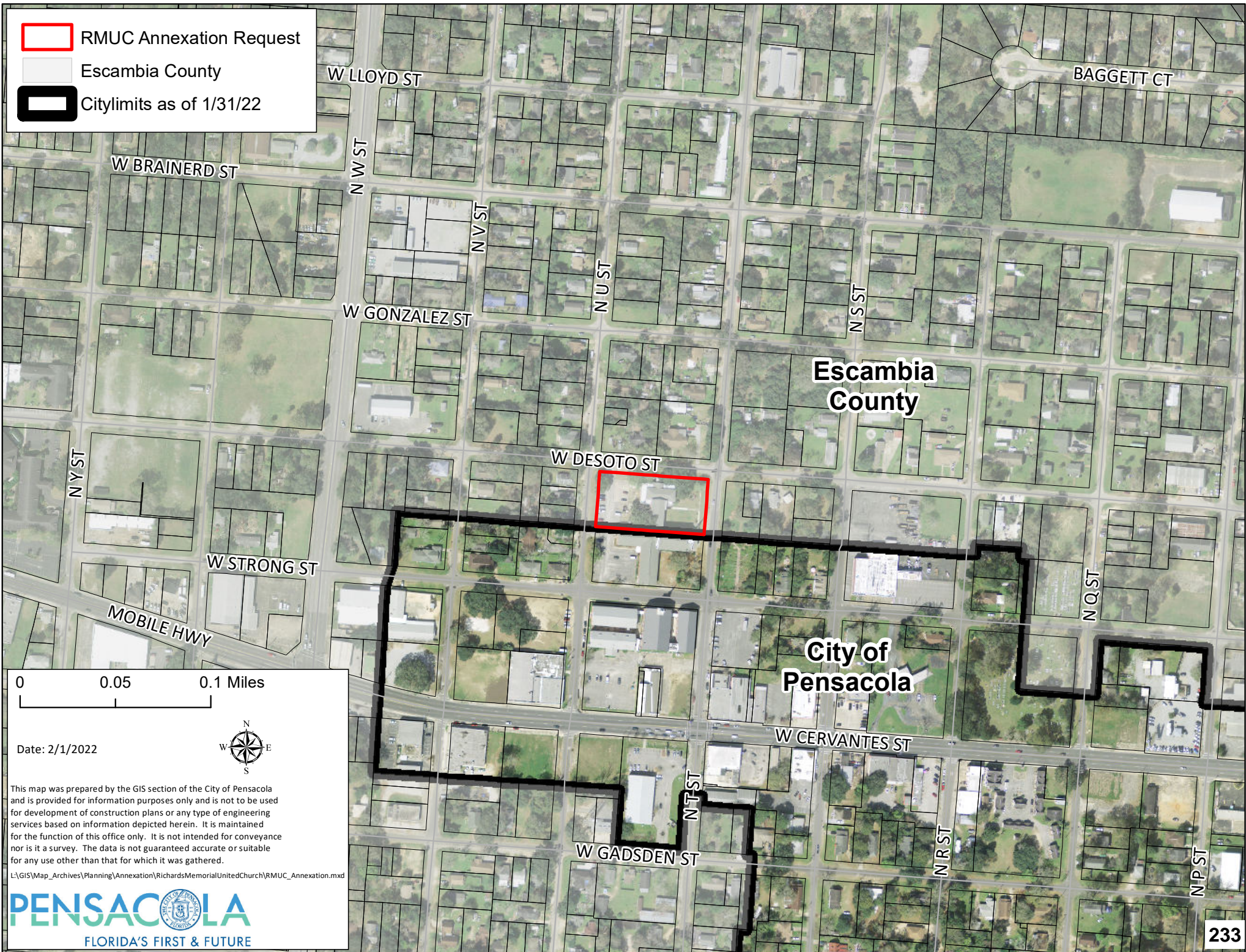
Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk



-  RMUC Annexation Request
-  Escambia County
-  Citylimits as of 1/31/22



Date: 2/1/2022










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.

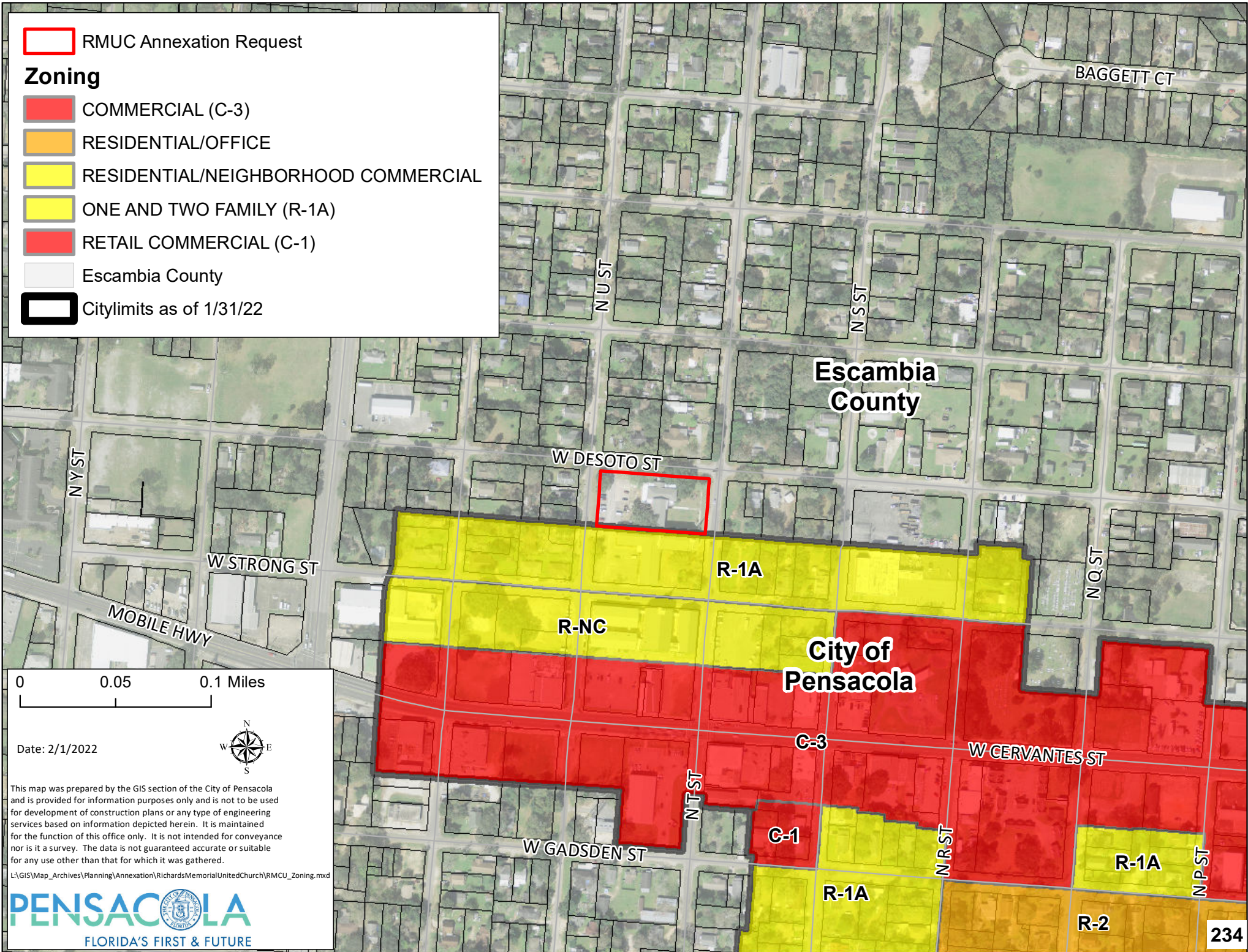
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 RMUC Annexation Request

**Zoning**

-  COMMERCIAL (C-3)
-  RESIDENTIAL/OFFICE
-  RESIDENTIAL/NEIGHBORHOOD COMMERCIAL
-  ONE AND TWO FAMILY (R-1A)
-  RETAIL COMMERCIAL (C-1)
-  Escambia County
-  Citylimits as of 1/31/22



0 0.05 0.1 Miles



Date: 2/1/2022

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 RMUC Annexation Request


**Future Landuse**


 COMMERCIAL

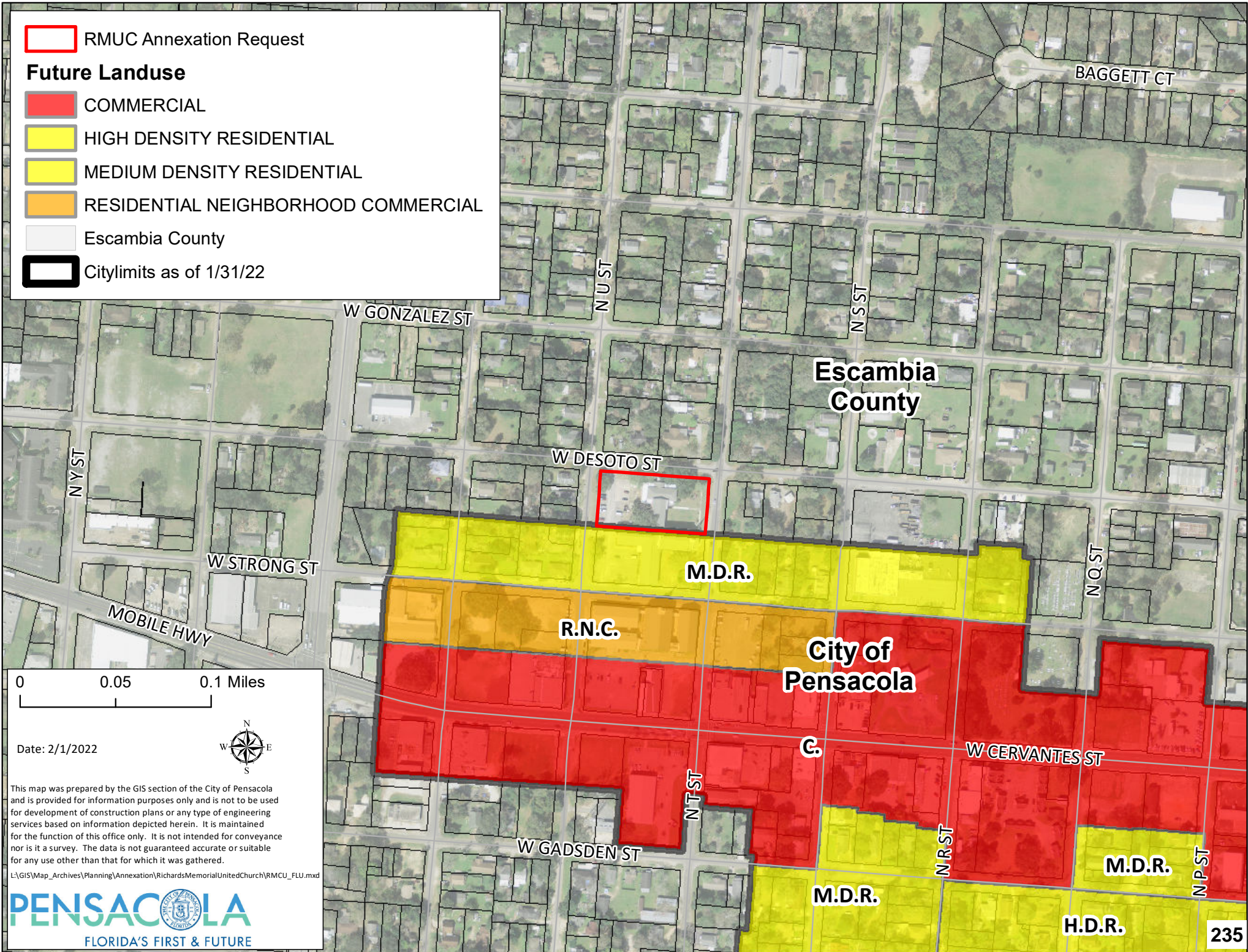
 HIGH DENSITY RESIDENTIAL

 MEDIUM DENSITY RESIDENTIAL

 RESIDENTIAL NEIGHBORHOOD COMMERCIAL

 Escambia County

 Citylimits as of 1/31/22



0 0.05 0.1 Miles

Date: 2/1/2022



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## **MINUTES OF THE PLANNING BOARD**

**April 12, 2022**

**MEMBERS PRESENT:** Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Van Hoose, Board Member Powell, Board Member Sampson

**MEMBERS ABSENT:** Board Member Villegas (virtual – no voting).

**STAFF PRESENT:** Assistant Planning & Zoning Manager Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Help Desk Technician Russo, Development Services Director Morris

**STAFF VIRTUAL:** Senior Planner Statler

**OTHERS PRESENT:** Bob Cordes, Jim English, Brian Spencer, Bob Humley

### **AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from March 8, 2022
- **New Business:**
- Variance Request – 523 E. Gregory Street
- Aesthetic Review – 523 E. Gregory Street
- Site Plan and Aesthetic Review – 711 S. Palafox Street
- Request for Map Amendments – Baptist Hospital Annexation
- Request for Map Amendments – Mark Eaton Annexation
- Request for Map Amendments – Richards Memorial United Church Property Annexation
- Comprehensive Plan Amendment – Coastal Management Element
- Open Forum
- Discussion
- Adjournment

### **Call to Order / Quorum Present**

Chairperson Paul Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

**Approval of Meeting Minutes - Board Member Larson made a motion to approve the March 8, 2022 minutes, seconded by Board Member Grundhoefer, and it carried unanimously.**

**New Business –**

**Variance Request to Section 12-3-12 (1) D.9 – 523. E Gregory Street**

Chairperson Paul Ritz addressed the board and stated that applicant, Bob Cordes, is representing the purchasers of a noncompliant restaurant and converting into a further noncompliant restaurant located at 523 E. Gregory Street. Board Member Grundhoefer inquired if there was a setback. Historic Preservation Planner Harding stated that the location is within the Gateway Review zoning district in which setbacks are based upon specific roads. Bob Cordes stated that they complied with the setbacks. A discussion continued in regards to impervious pavers. Board Member Van Hoose thanked the developer for vision and inquired if there would be room for a car in the specified area. Bob Cordes stated that there would not be room for a vehicle and that it would remain landscaped. Board Member Van Hoose asked if the paved area will be where what is now grass on the lot and if traffic flow around the building would be impacted. Bob Cordes answered yes and no respectively. Board Member Van Hoose asked what the specific condition was and noted that the situation of no outside seating was not created by the city. Board Member Powell asked if railroad right of way is a special condition. Chairperson Paul Ritz stated that 81% does not include the triangle of railroad right of way. Chairperson Paul Ritz stated that as a board all need to agree with all seven variance criteria and deliberation was needed. Chairperson Paul Ritz asked if it was an action of the application. Vice Chair Larson stated that going from 75 to 81 by variance and now more. Historic Preservation Planner Harding said he did not think this met the variance criteria, the site is existing non-conforming. Chairperson Paul Ritz agreed with Historic Preservation Planner Harding. Grundhoefer and Van Hoose both stated there were not conditions that exist that are peculiar for criteria #1. Chairperson, Paul Ritz, stated that if all the criteria are not met, the board need not continue. Bob Cordes asked if criteria would be met if he reduced the amount of impervious surface. Assistant Planning & Zoning Manager, Cannon stated that in asking for a variance, all criteria needed to be met. Assistant City Attorney, Lindsay stated a motion could be made that honors the intent and meets with policy of the Board. Reading from the code, Lindsay stated that Cordes could appeal to the Circuit Court if he did not agree with the ruling. Assistant City Attorney, Lindsay continued by saying that in Quasi, you are sitting and acting as a judge in a court of law. Furthermore, applicant (Cordes) has a right to rebuttal, including after deliberation. Harding stated that it can be approved, denied, or modified to a lesser amount. Assistant Planning & Zoning Manager, Cannon followed this by stating it still must meet the criteria. Chairperson, Paul Ritz clarified by asking if it was being suggested to move the impervious surface to an alternative area. Bob Cordes stated he was in agreement to shift some of the impervious area by using impervious pavers. Chairperson, Paul Ritz inquired if anyone had been to Fusion and stated the applicant could trade some pervious to impervious pavers to get 81%. While showing the area on the screen, Bob Cordes stated that the seating is needed, and he would like to take the surface at the dumpsters and replace with pervious pavers. Board member Van Hoose stated if there are able to make that exchange, a motion would not be needed. Assistant Planning & Zoning Manager, Cannon stated that Bob Cordes must work this out with engineering and then a variance would not be required. Chairperson, Paul Ritz asked if everyone understood that they were getting to 85% and

not staying at 81%. Board Member Grundhoefer stated that whatever the area, grant the variance with modifications to offset the amount of area (+/- 600 square feet) with equal amount of pervious pavers. The special condition is adding pervious area to offset. Board Member Powell stated special conditions were existing or we have determined there was one. **Board member Grundhoefer made a motion to approve contingent on the special condition, seconded by Board Member Powell, and it carried 6:0.**

#### **Aesthetic Review – 523 E. Gregory Street**

Bob Cordes is requesting a new color scheme, removal of storefront doors, addition of a New Orleans flair to design, a door to outside seating, window replacement, and the addition of handicap parking spaces. Chairperson, Paul Ritz, stated the presentation was weak due to missing images other than the photo of the door. Board Member, Grundhoefer, asked if the outdoor dining area would be fenced as they typically are. Bob Cordes stated they planned on moving the existing fence to the outdoor dining area. He further stated that he was unsure if they would get the variance so they did not plan much other than the color scheme changing. Assistant Planning & Zoning Manager, Cannon, stated ECUA provided comments regarding an easement on former DeLeon Right of way and stated they can't have a permanent structure. Assistant Planning & Zoning Manager Cannon asked if Chairman Paul Ritz was requesting color elevations. Chairperson, Paul Ritz stated that in prior cases, more informative plans have been shown and these plans are inconsistent. He stated it is difficult to address with what was presented. Board Member Grundhoefer asked if the three items could be abbreviated review. Chairperson, Paul Ritz stated the last two had gone to Board Member, Grundhoefer. He requested a motion from the Board to request additional information via an abbreviated review. **Board Member Grundhoefer made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Charletha Powell, and it carried 6:0.**

#### **Site Plan and Aesthetic Review – Application – 711 S. Palafox Street**

Jim English is requesting a Site Plan and Aesthetic Review for 711 S. Palafox Street. Brian Spencer referenced 4040 Dunwoody Drive. Jim English discussed with neighbors that their building falls under the category of being a contributing structure by the Architectural Review Board unlike his structure. Historic Preservation Planner Harding provided a history of demo approval. Brian Spencer stated that a precast building system is most appropriate and least impactful to adjacent buildings. Further stating that if you have been along I-10, a building can be seen being constructed using precast. Access to sides is virtually impossible to attain as is the rear due to Baylen Slip. Discussion during demo requested street level detail. Chairperson, Paul Ritz, stated horizontal lines and color like the Cultural Center would be preferable than white in an area with brick. Brian Spencer stated it was to be tan-muted limestone. Assistant Planning & Zoning Manager Cannon referenced special consideration to building within a historic district. Brian Spencer stated that Jim English was at the meeting and could discuss color. Brian Spencer stated to the south is painted stucco, and next painted stucco in pale green. On the north is a newer brick building. Across the street is blue-ish stucco. Brian Spencer further stated they are not interested in faux brick. Brian Spencer said each floor is 3400 square feet, if architects can view floor plan and remote access stairways. Board member Grundhoefer stated that the building is handsome and he is

sure they will come up with a beautiful color. Board Member Grundhoefer stated the garage was lacking human scale. Brian Spencer stated that due to FEMA, a habitable space is not allowed. Board Member Grundhoefer stated that it could be created visually. Board Member Grundhoefer also stated the wall can be blank, not like the Publix façade on Cervantes, but something other than a blank wall could be done. Discussion moved onto floor plan. Brian Spencer stated that rooms along Palafox would have a glass door with ornate entry to building. Chairperson, Paul Ritz asked if there could be embellishment. Brian Spencer stated it goes against good design. Chairperson, Paul Ritz stated spandrel glass could be used to create a storefront effect and could not be seen through. Board Member Grundhoefer stated he wanted the building to feel pedestrian. Jim English mentioned the last thing he wanted to do was stucco and brick, rather, he wanted to bring a historic feeling to South Palafox and with color and texture you can do anything. Chairperson Paul Ritz circled back to wanting to see something at a pedestrian scale other than one nice door and 3 blank spaces. Brian Spencer stated there was an opportunity to create a framework of door and spandrel glass and a transom for reflectivity. Board Member Powell stated this was a good compromise. Board Member Grundhoefer stated that the backside is contemporary and completely appropriate, Chairperson Paul Ritz agreed. Board Member Van Hoose stated that she is not excited about white and felt a darker color would be better due to the abundance of brick on the street. Discussion moved to street view of Escambia Courthouse Building. Chairperson Paul Ritz stated that the elevation is much different. Board Member Van Hoose stated it would be preferred if it blended with those buildings around it. Chairperson Paul Ritz reminded board it was a site plan and aesthetic review before the Board. Board Member Grundhoefer stated future revisions could go through an abbreviated review process. Chairperson Paul Ritz stated it is a major building. Assistant Planning & Zoning Manager Cannon mentioned that another consideration is to have them be approved together as this will continue before City Council. Brian Spencer stated he appreciated the Abbreviated Review due to construction timing. The abbreviated review will go to both Chairperson Paul Ritz and Board Member Grundhoefer. **Board Member Powell made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Larson, and it carried 6:0.**

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**Open Forum – none**

**Discussion – none**

**Adjournment** – With no further business, the Board adjourned at 5:24 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP  
Assistant Planning Director  
Secretary of the Board



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 2022-042

City Council

4/28/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-042 - LAW ENFORCEMENT TRUST FUND (LETF) PURCHASES FOR THE PENSACOLA POLICE DEPARTMENT

**RECOMMENDATION:**

That the City Council adopt Supplemental Budget Resolution No. 2022-042.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The Law Enforcement Trust Fund was established by City of Pensacola to allow the Police Department the use of money and goods confiscated as a result of criminal activity. Florida State Statute 932.7055 as amended on July 1, 2016 details the circumstances confiscated goods may be used. The Federal Controlled Substance Act, Section 881 (e) (3) of Title 21, United States Code, in accordance with the United States Department of Justice Guide to Equitable Sharing designates the uses of Federal Law Enforcement Trust Funds.

The Pensacola Police Department (PPD) is requesting \$20,000 from the Law Enforcement Trust Fund (LETF) established by the City of Pensacola as a non-major special revenue fund and as such, combining both state and federal confiscated funds into one accounting fund. The enhancement of relationships between law enforcement and the community promotes a safe and engaged community. The requested amount of \$20,000 will help PPD fund the following:

The purchase of supplies in the amount of \$8,846.00 in support of crime prevention, safe neighborhoods and community engagement. This will allow Pensacola Police Department to purchase PPD branded items as giveaways and prizes at schools, community events, and youth summer engagement activities that cultivate positive interactions and stimulation of relationships between law enforcement and community members.

Funding in the amount of \$5,000.00 for youth summer activities such as CampHero which is a one

week day camp developed and led by the Pensacola Police Department. This camp includes upwards of sixty (60) elementary and middle school-aged children from Pensacola area schools geared towards positive interaction with everyday heroes to include officers and staff of the PPD, the medical flight crew from LifeFlight, local military service members and veterans at NAS Pensacola, our brothers and sisters with Pensacola Fire Department, and local EMS responders.

Funding in the amount of \$5,000.00 is needed to support the Pensacola Police Department's Citizens Police Academy sessions that are held multiple times per year at the police department.

Pensacola Police Department currently uses a network of tools for our community and neighborhood crime prevention education and engagement; to include social media, community partnerships, and neighborhood outreach. PPD is looking to expand this reach through the production of videos that can be disseminated, not only through PPD's social media channels and web page, but also through targeted engagement opportunities throughout and within our community. Pensacola Police Department is also looking to build an intensive and strategic recruitment campaign with the goal of hiring the best and brightest staff to the Pensacola Police Department.

Pensacola Police Department is requesting \$712.89 to purchase video and audio equipment that will be utilized to create video content to aid with crime prevention, safe neighborhoods, and other law enforcement purposes.

PPD is also requesting an additional \$441.00 to purchase an annual subscription to video production software which will allow us to seamlessly produce, brand, and stream content, including live streaming to social media platforms.

The enhancement of relationships between law enforcement and the community promotes a safe and engaged community.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$20,000 - Law Enforcement Trust Fund - Fund Balance

Actual: \$8,846.00 - PPD branded items/supplies  
5,000.00 - Youth summer activities (CampHero)  
5,000.00 - PPD Citizens Police Academy  
441.00 - Switcher Studio subscription software  
713.00 - Equipment to record & live stream  
\$20,000.00

**FINANCIAL IMPACT:**

The funds would be from the Law Enforcement Trust Fund and would have no impact on the City's General Fund. The attached Supplemental Budget Resolution will appropriate funds for these purposes.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

4/18/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Eric Randall, Chief of Police

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 2022-042
- 2) Supplemental Budget Explanation No. 2022-042
- 3) Letter of Certification No. 2022-042

**PRESENTATION:** No

**RESOLUTION  
NO. 2022-042**

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR  
THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; 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. LAW ENFORCEMENT TRUST FUND**

To:	Fund Balance	20,000
As Reads:	Operating Expenses	56,990
Amended		
To Read:	Operating Expenses	76,990

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**

**APRIL 2022 - SUPPLEMENTAL BUDGET RESOLUTION - LETF FUNDS - NO. 2022-042**

FUND	AMOUNT	DESCRIPTION
<b>LAW ENFORCEMENT TRUST FUND</b>		
Fund Balance	<u>20,000</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	<u>20,000</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>20,000</u>	

CITY OF PENSACOLA POLICE DEPARTMENT  
Local Law Enforcement Trust Funds  
Letter of Certification

I hereby certify that the requests contained herein comply in full with the provisions of Florida State Statute 932.7055, as amended on July 1, 2016, in reference to the use of contraband forfeiture from a State Law Enforcement Trust Fund and/or under the Federal Controlled Substance Act, Section 881 (e)(3) of Title 21, United States Code, in accordance with the US Department of Justice Guide to Equitable Sharing from a designated Federal

Item	Description of Requested Items	Amount
1	PPD Branded Items/Supplies	\$8,846
2	Youth Summer Activities	\$5,000
3	PPD Citizens Police Academy	\$5,000
4	Switcher Studio Subscription	\$441
5	Equipment to Record & Live Stream	\$713
Total Requested		\$20,000

  
Eric Randall, Chief of Police

4/7/22  
Date



Memorandum

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File #: 18-22

City Council

4/28/2022

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**DISCUSSION ITEM**

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

**SUBJECT:**

PROPOSED ORDINANCE 18-22 AMENDING SECTION 7-7-134 OF THE CODE OF THE CITY OF PENSACOLA; INCREASING TAXICAB MILEAGE RATES; INCREASING WAITING TIME RATE

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 18-22 on first reading:

AN ORDINANCE AMENDING SECTION 7-7-134 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; INCREASING TAXICAB MILEAGE RATES; INCREASING WAITING TIME RATE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

This item seeks to raise the rates listed in Sec. 7-7-134 - Rates - Generally to the following:

- (1) Mileage rates. *Mileage rates.* ~~\$2.00~~ \$2.50 for the first ~~one-ninth~~ one-tenth mile or fraction thereof; ~~\$0.25~~ \$0.26 for each additional ~~one-ninth~~ one-tenth mile or fraction thereof; charge for additional passengers over the age of 13 years, \$0.50 each;
- (2) *Waiting time.* ~~\$18.00~~ \$24.00 per hour;
- (3) *Airport trips-Minimum fare.* Pickups from the airport, \$11.00 minimum per trip (limited to taxicab companies with valid permits to serve the airport). Fares over \$11.00 shall be calculated based upon the meter rate commencing at the airport pickup point.
- (4) *Airport trips-Airport pickup fee.* Pickups from the airport, \$2.50 fee.

**PRIOR ACTION:**

March 21, 2022 - City Council heard presentation from Z-Trip taxicab company to discuss possible



rate increase for taxicabs

May 10, 2007 - City Council Amended Section 7-10-134 (now 7-7-134) setting current rates for taxicabs

**FUNDING:**

\$ N/A

**FINANCIAL IMPACT:**

None

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

4/6/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Amy Miller, Deputy City Administrator - Administration & Enterprise

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 18-22
- 2) Section 7-7-134. Rates - Generally - as currently codified

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 18-22

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 7-7-134 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; INCREASING TAXICAB MILEAGE RATES; INCREASING WAITING TIME RATE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 7-7-134 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 7-7-134 – Rates – Generally.

No owner or operator of taxicab shall charge a greater or lesser sum for the use of a taxicab than in accordance with the following rates:

- (1) *Mileage rates.* ~~\$2.00~~ \$2.50 for the first ~~one-ninth~~ one-tenth mile or fraction thereof; ~~\$0.25~~ \$0.26 for each additional ~~one-ninth~~ one-tenth mile or fraction thereof; charge for additional passengers over the age of 13 years, \$0.50 each;
- (2) *Waiting time.* ~~\$18.00~~ \$24.00 per hour;
- (3) *Airport trips–Minimum fare.* Pickups from the airport, \$11.00 minimum per trip (limited to taxicab companies with valid permits to serve the airport). Fares over \$11.00 shall be calculated based upon the meter rate commencing at the airport pickup point.
- (4) *Airport trips–Airport pickup fee.* Pickups from the airport, \$2.50 fee.

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.

Approved: \_\_\_\_\_

Adopted: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

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**Sec. 7-7-134. Rates—Generally.**

No owner or operator of a taxicab shall charge a greater or lesser sum for the use of a taxicab than in accordance with the following rates:

- (1) *Mileage rates.* \$2.00 for the first one-ninth mile or fraction thereof; \$0.25 for each additional one-ninth mile or fraction thereof; charge for additional passengers over the age of 13 years, \$0.50 each;
- (2) *Waiting time.* \$18.00 per hour;
- (3) *Airport trips—Minimum fare.* Pickups from the airport, \$11.00 minimum per trip (limited to taxicab companies with valid permits to serve the airport). Fares over \$11.00 shall be calculated based upon the meter rate commencing at the airport pickup point.
- (4) *Airport trips—Airport pickup fee.* Pickups from the airport, \$2.50 fee.

(Code 1986, § 7-10-134; Ord. No. 16-03, § 1, 8-21-2003; Ord. No. 01-04, § 1, 1-22-2004; Ord. No. 20-07, § 1, 5-10-2007; Ord. No. 27-10, § 25, 11-18-2010; Ord. No. 30-17, § 1, 11-9-2017)