



City of Pensacola

City Council

Agenda - Final

Thursday, March 25, 2021, 5:30 PM

Council Chambers, 1st Floor

Members of the public may attend the meeting in person; however, there will be limited seating capacity. Consistent with CDC guidelines, attendees will be required to sit at least 6 feet apart and to wear face coverings that cover their nose and mouth.

The meeting can be watched via live stream at cityofpensacola.com/428/Live-Meeting-Video. Citizens may submit an online form at <https://www.cityofpensacola.com/ccinput> BEGINNING AT 3:00 P.M.

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

Council Member Sherri Myers

FIRST LEROY BOYD FORUM

AWARDS

APPROVAL OF MINUTES

1. [21-00304](#) APPROVAL OF MINUTES: REGULAR MEETING DATED MARCH 11, 2021

Attachments: [Draft: Regular Meeting Minutes Dated 3/11/21](#)

APPROVAL OF AGENDA

CONSENT AGENDA

2. [21-00176](#) AIRPORT - APPROVAL OF LEASE NO. HSBP-7120-L-IN0487
BETWEEN THE CITY OF PENSACOLA AND THE UNITED STATES OF
AMERICA - CUSTOMS AND BORDER PROTECTION

Recommendation: That City Council approve lease No. HSBP-7120-L-IN0487 between the City of Pensacola and the United States of America for airport property located at 4121 Maygarden Road, Pensacola, Florida, for use by the U.S. Customs and Border Protection. Further, that City Council authorize the Mayor to take all actions necessary to execute the lease.

Sponsors: Grover C. Robinson, IV

Attachments: [Airport CBP GAF Lease No HSBP-7120-L-IN0487](#)

3. [21-00246](#) AIRPORT - EASEMENT AGREEMENT WITH GULF POWER FOR
ELECTRIC SERVICE AT GENERAL AVIATION FACILITY CUSTOMS
AND BORDER PROTECTION FACILITY.

Recommendation: That City Council approve the easement agreement for electric service installed by Gulf Power for the development of 4121 Maygarden Road. Further, that City Council authorize the Mayor to take all actions necessary to execute the easement agreement.

Sponsors: Grover C. Robinson, IV

Attachments: [Gulf Power Easement for Electric Service 4121 Maygarden Road](#)

4. [21-00220](#) AWARD OF CONTRACT FOR ITB #21-005 REPLACEMENT OF
EXISTING MAQUAY CHILLER AT THE DOWNTOWN PENSACOLA
LIBRARY

Recommendation: That the City Council award a contract for ITB #21-005 Replacement of the existing MaQuay Chiller at the Downtown Pensacola Library to Prime Mechanical, Inc. of Pensacola Florida, the lowest and most responsible bidder with a base bid amount of \$171,000, plus a 10% contingency of \$17,100 for a total amount of \$188,100. Further, that Council authorize the Mayor to execute a contract and take all actions necessary to complete the project.

Sponsors: Grover C. Robinson, IV

Attachments: [ITB #21-005 Tabulation of Bids](#)
[ITB #21-005 Final Vendor Reference List](#)

5. [21-00247](#) AWARD OF CONTRACT INVITATION TO BID (ITB) #21-014 ROGER SCOTT TENNIS CENTER REPAIRS - HURRICANE SALLY PROJECT
- Recommendation:* That City Council award a contract to Harris-Inman Construction Company, Inc. for ITB #21-014 Roger Scott Tennis Center Repairs - Hurricane Sally Project for \$102,101.00 and a 20% contingency of \$20,420.20 for a total amount of \$122,521.20.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Tabulation Sheet](#)
 [Final Vendor Reference List](#)
6. [21-00270](#) APPOINTMENTS - PARKS AND RECREATION BOARD
- Recommendation:* That City Council reappoint Alejandra Escobar-Ryan, Rand Hicks, and Michael C. Wolf to the Parks and Recreation Board for a term of three (3) years, expiring March 31, 2024.
- Sponsors:* Jared Moore
- Attachments:* [Member List](#)
 [Application of Interest - Alejandra Escobar-Ryan](#)
 [Application of Interest - Rand Hicks](#)
 [Application of Interest - Michael C Wolf](#)
 [Ballot](#)
7. [21-00282](#) APPOINTMENT - WESTSIDE COMMUNITY REDEVELOPMENT BOARD
- Recommendation:* That City Council reappoint Jimmie Perkins to the Westside Community Redevelopment Board who is either a redevelopment area resident, member of an area neighborhood association or owner or operator of a business located in the redevelopment area, to a three year term expiring January 31, 2024.
- Sponsors:* Jared Moore
- Attachments:* [Member List](#)
 [Application of Interest - Jimmie Perkins](#)
 [Ballot](#)
8. [21-00297](#) REASSIGNMENT OF COUNCIL MEMBERS TO EXTERNAL BOARDS, COMMISSIONS & AUTHORITIES FOR COUNCIL TERM 2020-2022
- Recommendation:* That City Council remove Council Member Myers from the Pensacola Escambia Development Commission (PEDC) and the Transportation Planning Organization (TPO). Further the Council assign Council Member Broughton to the PEDC and Councilman Jones to the TPO.
- Sponsors:* Jared Moore

REGULAR AGENDA

9. [21-00272](#) EXTENSION OF ORDINANCE NO. 15-20 REQUIRING THE MANDATORY WEARING OF FACE COVERINGS IN BUSINESSES WITHIN THE CITY LIMITS.
- Recommendation:* That City Council extend Ordinance No. 15-20 requiring the mandatory wearing of face coverings in businesses within the City Limits until April 22, 2021.
- Sponsors:* Sherri Myers
- Attachments:* [Ordinance No. 15-20](#)
10. [2021-16](#) RESOLUTION 2021-16 - CITY COUNCIL ENCOURAGES THE WEARING OF FACE COVERINGS WITHIN PUBLIC SETTINGS AND BUSINESSES WITHIN THE CITY.
- Recommendation:* That City Council adopt Resolution No. 2021-16:
- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA ENCOURAGING THE WEARING OF FACE COVERINGS IN PUBLIC SETTINGS AND WITHIN BUSINESSES WITHIN THE CITY OF PENSACOLA; AND PROVIDING AN EFFECTIVE DATE
- Sponsors:* Jared Moore
- Attachments:* [Resolution No. 2021-16](#)
11. [21-00264](#) FIRST ADDENDUM TO THE PARTIAL ASSIGNMENT TO VALENCIA DEVELOPMENT CORPORATION OF THE OPTION AGREEMENT BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES, LLP
- Recommendation:* That City Council authorize the Mayor to execute the First Addendum to the Partial Assignment to Valencia Development Corporation of the Option Agreement between the City of Pensacola and Studer Properties, LLP.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [FIRST ADDENDUM TO THE PARTIAL ASSIGNMENT TO VALENC](#)

12. [21-00299](#) FIRST ADDENDUM TO THE PARTIAL ASSIGNMENT TO INSPIRED COMMUNITIES OF FLORIDA, LLC, OF THE OPTION AGREEMENT BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES, LLP
- Recommendation:** That City Council authorize the Mayor to execute the First Addendum to the Partial Assignment to Inspired Communities of Florida, LLC, of the Option Agreement between the City of Pensacola and Studer Properties, LLP.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [First Addendum to the Partial Assignment to Inspired Communities o](#)
13. [21-00298](#) FIRST ADDENDUM TO THE PARTIAL ASSIGNMENT TO SILVER HILLS DEVELOPMENT, INC., OF THE OPTION AGREEMENT BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES, LLP
- Recommendation:** That City Council authorize the Mayor to execute the First Addendum to the Partial Assignment to Silver Hills Development, Inc., of the Option Agreement between the City of Pensacola and Studer Properties, LLP.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [First Addendum to the Partial Assignment to Silver Hills Developmen](#)
14. [21-00263](#) LEGAL OPINION REGARDING THE MAYOR'S POLICIES REGARDING COUNCIL MEMBERS COMMUNICATING WITH MAYORAL STAFF AND COMPLIANCE WITH CITY CHARTER SECTION 4.04 - PROHIBITIONS (B) - INTERFERENCE WITH ADMINISTRATION.
- Recommendation:** That City Council request a legal opinion from the City Attorney as to whether the Mayor's policies regarding Council communicating with Mayoral staff complies with Section 4.01 (b) of the City Charter.
- Sponsors:** Sherri Myers
15. [21-00266](#) LEGAL OPINION - REQUEST FOR A LEGAL OPINION FROM THE CITY ATTORNEY REGARDING THE CHARTER AMENDMENT PROCESS
- Recommendation:** That the City Council request a legal opinion from the City Attorney seeking to determine if the second sentence in the Charter for the City of Pensacola ("Charter") Section 8.02.(b) Initiation by Petition that reads - "Each petition proposing amendments to this Charter shall be commenced in the same manner as an ordinance proposed by initiative in Article VII of this Charter." - is preempted by Section 166.031 Charter Amendments, Florida Statutes.
- Sponsors:** Sherri Myers

16. [21-00277](#) LEGAL OPINION - UNDER WHAT LEGAL AUTHORITY, IF ANY, CAN THE GOVERNOR VOID, NULLIFY OR REPEAL AN ORDINANCE OF A CITY OR MUNICIPALITY.
- Recommendation:* That City Council request a legal opinion from the City Attorney asking the following question:
- Under what legal authority can the Florida Governor void, nullify or repeal an ordinance of a City or Municipality?
- Sponsors:* Sherri Myers
- Attachments:* [Governor's Executive Order 21-65](#)
17. [21-00262](#) OFFICE OF CITY COUNCIL STAFF - LEGAL AIDE (LEGAL COUNSEL TO THE CITY COUNCIL)
- Recommendation:* That City Council direct the Council Executive to begin the search for a Legal Counsel to the City Council.
- Sponsors:* Sherri Myers
18. [21-00265](#) CREATION OF A CITY COUNCIL WEBPAGE
- Recommendation:* That City Council direct the Council Executive to work with IT in creating a webpage that will give public information regarding issues the Council is working on as well as projects happening in each district.
- Sponsors:* Sherri Myers
19. [21-00207](#) FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SUBGRANT FOR HIGHWAY TRAFFIC FUNDS
- Recommendation:* That City Council accept the FY 2021 Florida Department of Transportation (FDOT) Subgrant for Highway Traffic Safety Funds in the amount of \$36,000. Further, that City Council authorize the Mayor to take all actions necessary relating to the finalization of the grant. Finally, that City Council adopt the supplemental budget resolution appropriating grant funds.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [FDOT Subgrant for Highway Traffic Safety Funds, Contract No: G1S](#)
[Supplemental Budget Resolution No. 2021-12](#)
[Supplemental Budget Explanation No. 2021-12](#)

20. [2021-12](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-12 FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SUBGRANT FOR HIGHWAY TRAFFIC FUNDS

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2021-12.

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

Sponsors: Grover C. Robinson, IV

Attachments: [Supplemental Budget Resolution No. 2021-12](#)
 [Supplemental Budget Explanation No. 2021-12](#)

21. [12-21](#) PROPOSED ORDINANCE NO. 12-21 - REGULATIONS FOR BREEDING DOMESTICATED ANIMALS, PROVIDING FEE FOR LOCAL BUSINESS TAX FOR HOBBY BREEDERS

Recommendation: That City Council approve Proposed Ordinance No. 12-21 on first reading:

AN ORDINANCE CREATING SECTION 4-2-45 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING REGULATIONS FOR THE BREEDING OF DOMESTICATED ANIMALS; REQUIREMENTS FOR LICENSURE AND PERMITTING FOR HOBBY BREEDERS; PROVIDING FOR DEFINITIONS; AMENDING SECTION 7-2-9 TO PROVIDING FEE FOR LOCAL BUSINESS TAX FOR HOBBY BREEDERS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Sherri Myers

Attachments: [Proposed Ordinance No. 12-21](#)
 [PHOTOS PROVIDED BY SPONSOR](#)

**22. [11-21](#) AN ORDINANCE AMENDING SECTIONS 14-2-132 AND 14-2-133 OF
THE CODE OF THE CITY OF PENSACOLA, FLORIDA**

Recommendation: That City Council approve Proposed Ordinance No. 11-21 on first reading:

AN ORDINANCE AMENDING SECTIONS 14-2-132 AND 14-2-133 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, ADOPTING THE PENSACOLA REGULATIONS TO IMPLEMENT CHAPTER 1 OF THE FLORIDA BUILDING CODE; ADOPTING APPENDICES J AND Q OF THE FLORIDA BUILDING CODE, RESIDENTIAL; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Proposed Ordinance No. 11-21](#)
[Proposed Chapter 1 Florida Building Code, As Adopted by the City o](#)

COUNCIL EXECUTIVE'S REPORT

MAYOR'S COMMUNICATION

COUNCIL COMMUNICATIONS

CIVIC ANNOUNCEMENTS

SECOND LEROY BOYD FORUM

ADJOURNMENT

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

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00304

City Council

3/25/2021

SUBJECT:

APPROVAL OF MINUTES: REGULAR MEETING DATED MARCH 11, 2021



City of Pensacola

CITY COUNCIL

Regular Meeting Minutes

March 11, 2021

5:30 P.M.

Council Chambers

Council President Moore called the meeting to order at 5:35 P.M.

ROLL CALL

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

Council Members Absent: None

Also Present: Mayor Grover C. Robinson, IV

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

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

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

To provide input:

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

INVOCATION

Moment of Silence

PLEDGE OF ALLEGIANCE

Council Member Casey Jones

FIRST LEROY BOYD FORUM

The following individuals addressed Council (via cellphone held to a mic) regarding concerns related to installation of 5G equipment:

Phyllis Bardin (referred to information sent via email – hardcopies provided at Council's places).
Connie Bowman

Mayor Robinson made follow-up remarks. Council Member Hill suggested further discussion with 5G providers. Council Executive Kraher advised two representatives of 5G providers are scheduled to address Council at the next business workshop (on 3/22/21).

AWARDS

None

APPROVAL OF MINUTES

1. [21-00258](#) **APPROVAL OF MINUTES - REGULAR MEETING DATED FEBRUARY 25, 2021**

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

The motion carried by the following vote:

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

APPROVAL OF AGENDA

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

The motion carried by the following vote:

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

CONSENT AGENDA

None

REGULAR AGENDA

2. [21-00121](#) FY 2020 CITY OF PENSACOLA COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)

Recommendation: That City Council accept the City of Pensacola Comprehensive Annual Financial Report for the year ended September 30, 2020, as prepared by the Financial Services Department and the Independent Auditors Report issued thereupon.

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

Kristen McAllister, CPA, CGFM with independent auditing firm Warren Averett addressed Council providing a summary of the report. She responded accordingly to questions from Council President Moore. Mayor Robison made follow-up remarks.

Upon conclusion of discussion, the vote was called.

The motion carried by the following vote:

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

REGULAR AGENDA (CONT'D.)**3. [21-00238](#) PILOT PROGRAM CREATING A PENSACOLA YOUTH COUNCIL**

Recommendation: That City Council approve a pilot program creating a Pensacola Youth Council.

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

Some discussion took place with Mayor Robinson and Neighborhoods Administrator Powell fielding comments and questions.

Upon conclusion of discussion, the vote was called.

The motion carried by the following vote:

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

4. [21-00223](#) RATIFICATION OF DISCUSSION PROVIDING DIRECTION ON MOVING FORWARD WITH THE MALCOLM YONGE GYM

Recommendation: That City Council ratify the discussion that took place at a workshop held on February 22, 2021 wherein the Council consensus was to approach Lighthouse Christian Academy about a long-term lease, where market rate would not be an issue, and to explore the possibility of subdividing the lots that currently house the gym.

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

Council Member Hill (sponsor) referred to discussion from the workshop and explained her intent for bringing this item forward for formal action. She requested an update from City staff regarding discussions with Lighthouse Christian Academy. Parks and Recreation Director Cooper advised of discussions which the school indicated they are not interested in purchasing at this time and relayed what they stated they are willing to pay for rental of the building, repairs, and upkeep of landscaping, plus utilities and taxes. Also, they would allow continuation of current City programming. He clarified that they have not entered formal negotiations but, based on discussion the building needs more funding of repairs than the school can afford.

REGULAR AGENDA (CONT'D.)

Discussion ensued among Council (regarding Item 4, 21-00223) with Parks and Recreation Director Cooper, Deputy City Administrator Fiddler, and Mayor Robinson fielding comments and questions. CRA Administrator Gibson also responded to questions related to whether CRA funds may be used to address the needs of the building.

Upon conclusion of discussion the vote was called.

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

5. [21-00205 ANALYSIS OF GENTRIFICATION DUE TO URBAN REVITALIZATION](#)

Recommendation: That City Council allocate up to \$200,000 or an amount approved by City Council, to hire a consultant to perform an analysis of the impact of urban revitalization in the CRA urban core on the African American population in the city limits and that the consultant provide Council with recommendations to mitigate the dislocation, displacement, economic loss of affordable housing, and community resources in historically African American and low-income communities. Further, the City Council direct the Council Executive to partner with the Community Redevelopment Agency staff in developing an RFP for engaging said consultant.

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

Council Member Myers (sponsor) explained the intent of the recommendation and referred to census data provided with the agenda package (and hardcopies at Council's places). She also suggested this issue also be addressed as a CRA project.

Discussion ensued among Council. CRA Administrator Gibson addressed Council advising this topic has come up over the years and discussed by the CRA. She advised of the upcoming CRA Plan update and that staff intends to as a component of that update pursue an evaluation of the possibility of gentrification. She suggested this would be a more holistic and comprehensive approach. Discussion continued with input from Mayor Robinson.

REGULAR AGENDA (CONT'D.)

A substitute motion (on Item 5, 21-00205) was made by Council Member Myers and seconded by Council Member Hill that this issue be referred to the CRA.

The substitute motion carried by the following vote:

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

6. [2021-13 RESOLUTION 2021-13 - CITY COUNCIL POLICY 4.37 - COUNCIL MEMBER EMERITUS DESIGNATION](#)

Recommendation: That City Council adopt Resolution No. 2021-13:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; ESTABLISHING THE CITY COUNCIL MEMBER EMERITUS POLICY; PROVIDING FOR AN EFFECTIVE DATE

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

The motion carried by the following vote:

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

7. [2021-14 RESOLUTION NO. 2021-14 - A RESOLUTION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION \(FDOT\) TO CONSIDER THE MODIFICATION OF THE DESIGN ASPECTS OF THE REPLACEMENT OF THE 9TH AVENUE BRIDGE CROSSING CARPENTERS CREEK BY ELIMINATING OR MODIFYING THE USE OF RIP RAP](#)

Recommendation: That City Council adopt Resolution No. 2021-14:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA REQUESTING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CONSIDER THE MODIFICATION OF THE DESIGN ASPECTS OF THE REPLACEMENT OF THE 9TH AVENUE BRIDGE CROSSING CARPENTERS CREEK BY ELIMINATING OR MODIFYING THE USE OF RIP RAP AND UTILIZING MATERIALS THAT WILL CREATE AN ENVIRONMENT THAT IMPROVES WATER QUALITY, BANK STABILIZATION, AND REVIVES THE NATURAL HABITAT AS A HOME FOR AQUATIC LIFE AND THE WILD; PROVIDING AN EFFECTIVE DATE.

REGULAR AGENDA (CONT'D.)

A motion to adopt (Resolution No. 2021-14) was made by Council Member Jones and seconded by Council Member Brahier.

Council Member Myers (sponsor) and Mayor Robinson made comments.

There being no further discussion, the vote was called.

The motion carried by the following vote:

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

8. [06-21 PROPOSED ORDINANCE NO. 06-21 - CREATING SECTION 11-4-104 THROUGH 11-4-110 OF THE CODE OF THE CITY OF PENSACOLA, RELATED TO COMPLETE STREETS](#)

Recommendation: That City Council adopt revised Proposed Ordinance No. 06-21 on second reading:

[AN ORDINANCE CREATING SECTION 11-4-104 THROUGH SECTION ~~11-4-109~~ 11-4-110 OF THE CODE OF THE CITY OF PENSACOLA FLORIDA; CREATING GUIDELINES AND REGULATIONS FOR THE DEVELOPMENT OF COMPLETE STREETS; PROVIDING DEFINITIONS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE. \(Ordinance No. 06-21\)](#)

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

The motion carried by the following vote:

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

REGULAR AGENDA (CONT'D.)

9. [09-21 PROPOSED ORDINANCE NO. 09-21, AMENDING CHAPTER 14-2 OF THE CODE PERTAINING TO BUILDING AND CONSTRUCTION STANDARDS](#)

Recommendation: That City Council adopt Proposed Ordinance No. 09-21 on second reading:

AN ORDINANCE AMENDING CHAPTER 14-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING BUILDING CONSTRUCTION STANDARDS TO CONFORM SAME TO FLORIDA STATUTES AND ADMINISTRATIVE PROVISIONS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE. ([Ordinance No. 07-21](#))

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

Council Member Myers referenced page 13, third line of Section 14-2-114 of the proposed ordinance and suggested a slight rewording removing the “s” in “Building” and adding the word “section” to provide clarity as follows: “...Existing **Buildings section**, ...”

Brief discussion took place with input from Deputy City Administrator Fiddler and Mayor Robinson. **Council Member Myers’ suggested rewording was accepted as a friendly amendment without objection.** City Attorney Woolf read back the wording without objection.

There being no further discussion, the vote was called.

The motion carried by the following vote:

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

REGULAR AGENDA (CONT'D.)

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

Recommendation: That City Council adopt Proposed Ordinance No. 10-21 on second reading.

AN ORDINANCE AMENDING SECTION 9-5-72 (c) OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROHIBITING ADDITIONAL FUNDING OF THE FIREFIGHTERS' DEFERRED COMPENSATION PLAN; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE. **(Ordinance No. 08-21)**

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

The motion carried by the following vote:

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

COUNCIL EXECUTIVE'S REPORT

None

MAYOR'S COMMUNICATION

Mayor Robinson advised of the joint press conference he held today with the Escambia County Sheriff's Office announcing cooperative efforts and resources to work with Pensacola Police Department to address crime. He also addressed recent Executive Order No. 21-65 issued by Governor DeSantis remitting any fines imposed related to local government restrictions due to COVID-19, indicating this declaration nullifies Code Enforcement efforts. Further, he read a letter into the record addressed to Governor DeSantis expressing concerns related to the order without more availability of vaccines.

COUNCIL COMMUNICATIONS

Council Member Myers made follow-up comment regarding Executive Order 21-65 issued by Governor DeSantis.

Council Member Hill referenced information provided by Florida League of Cities related to monies awarded to local governments due to COVID-19 stimulus funding. Mayor Robinson noted more information will be forthcoming regarding project eligibility requirements.

CIVIC ANNOUNCEMENTS

None

SECOND LEROY BOYD FORUM

None

ADJOURNMENT

WHEREUPON the meeting was adjourned at 7:46 P.M.

Adopted: _____

Approved: _____
Jared Moore, President of City Council

Attest:

Ericka L. Burnett, City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00176

City Council

3/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AIRPORT - APPROVAL OF LEASE NO. HSBP-7120-L-IN0487 BETWEEN THE CITY OF PENSACOLA AND THE UNITED STATES OF AMERICA - CUSTOMS AND BORDER PROTECTION

RECOMMENDATION:

That City Council approve lease No. HSBP-7120-L-IN0487 between the City of Pensacola and the United States of America for airport property located at 4121 Maygarden Road, Pensacola, Florida, for use by the U.S. Customs and Border Protection. Further, that City Council authorize the Mayor to take all actions necessary to execute the lease.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Pensacola International Airport is designated as a Landing Rights Facility with the United States Customs and Border Protection Agency (CBP). As such, aircraft operators flying into the United States from international points of origin may request CBP's permission to land and clear Customs at Pensacola. Given the growth in the number of individuals requesting permission to land at Pensacola, CBP indicated a requirement for a formal general aviation processing facility where they can have the equipment available to handle arriving flight crew and passengers appropriately.

The Notice To Proceed for construction of the U.S. Customs and Border Protection (CBP) General Aviation Processing Facility (GAF) was issued on October 26, 2020, to Birkshire Johnstone, LLC. The CBP GAF is scheduled for completion in September 2021. In order to establish the operating and financial framework for both parties, a lease between the parties is required.

CBP provided to Airport Staff its standard lease form setting up the terms and conditions for the facility's use. The initial term is for one (1) year with automatic successive twelve (12) month renewal periods for a maximum of nineteen (19) renewals.

PRIOR ACTION:

June 21, 2018 - City awarded Work Order 1 to RS&H, Inc. for predesign and programming services to establish the facility's initial layout and size.

June 7, 2019 - City awarded Work Order 2 to RS&H, Inc. for the facility's design.

July 16, 2020 - City Council awarded Bid No. 20-045 to Birkshire Johnstone, LLC to construct the facility.

August 18, 2020 - City awarded Work Order 15 to RS&H, Inc. for on-site resident project representative inspection services of the facility.

FUNDING:

N/A

FINANCIAL IMPACT:

In exchange for the Government's agreement to locate inspectional personnel on-site, the Airport will provide all standard services, utilities, maintenance, and upkeep required for the normal operation of the General Aviation Facility. There is no revenue received from this lease and all expenses, estimated at \$50,000 annually, shall be paid by the Airport.

CITY ATTORNEY REVIEW: Yes

3/4/2021

STAFF CONTACT:

Keith Wilkins, City Administrator

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

Matthew F. Coughlin, Airport Director

ATTACHMENTS:

- 1) Airport CBP GAF Lease No. HSBP-7120-L-IN0487

PRESENTATION: No

This Lease is made and entered into between

City of Pensacola (Pensacola International Airport)

(Lessor), whose principal place of business is 2430 Airport Boulevard, Ste. 225, Pensacola, FL 32504, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the U.S. Customs and Border Protection (CBP), upon the terms and conditions set forth herein.

Witnesses: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at:

4121 Maygarden Road, Pensacola, FL 32504.

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by CBP.

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a term of one-year. The Lease Term shall include an initial term of one year beginning upon the commencement date of the Lease and renewing automatically thereafter for successive twelve (12) month periods, subject to the renewal and termination rights as may be hereinafter set forth. The commencement date of this Lease, estimated to be summer 2021, shall more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

The signatory to this Lease for the Lessor represents and warrants that he or she is a duly authorized representative of the Lessor, with full power and authority to enter into this Lease and to bind the Lessor with regard to all matters relating to this agreement.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

Name: _____
Title: _____
Entity Name: _____
Date: _____

FOR THE GOVERNMENT:

Name: Michael Sedgebeer
Title: Lease Contracting Officer
Entity Name: U.S. Customs and Border Protection
Date: _____

WITNESSED FOR THE LESSOR BY:

Name: _____
Title: _____
Date: _____

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SEP 2015)

The Premises are described as follows:

A. Federal Inspection Services (FIS) General Aviation Facility (GAF): Approximately 6,292 square feet of FIS GAF Space (the Premises), located at 4121 Maygarden Road, Pensacola, FL 32504 as depicted on the floor plan(s) attached hereto as Exhibit A.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 4 Unsecured and 7 secured parking spaces as depicted on the plan attached hereto as Exhibit B. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (APR 2015)

A. The Government shall pay no rent. In the event the United States Congress authorizes the Government to pay rent for all Federal Inspection Space, a new lease will be drafted to capture the fair market value of the leased premises. This lease will terminate upon execution of the new lease.

B. In exchange for the Government's agreement to locate inspectional personnel on-site, the Lessor shall do the following:

1. Provide the leasehold interest in the Property described in the paragraph entitled "The Premises,"
2. Bear all costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Perform or satisfy all other obligations set forth in this Lease, and in its attached exhibits, including, but not limited to, Exhibit F pertaining to information technology services and equipment costs; and,
4. Provide all standard services, utilities, and maintenance required for the normal operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)

Either the Government or Lessor may terminate this Lease, in whole or in part, at any time during the term of this Lease, or any renewal periods with 120 days' prior written notice to the Lessor if the operations supported by the Premises are closed, if the Lessor does not meet its obligations set forth in this Lease, or if the Government exercises its discretion to reduce its operational presence. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later.

1.05 RENEWAL RIGHTS (SEP 2013)

At the expiration of the initial term of one year, this Lease will automatically renew on a year-to-year basis at the option of the Government for 19 YEARS. All other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term or holdover period.

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (APR 2015)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)	1	A
Parking Plan(s)	1	B
GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions of Leasehold Interests in Real Property)	2	C
Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Acquisitions of Leasehold Interests in Real Property)	4	D
Project Requirements Understanding Acknowledgement (PRUA)	1	E
Memorandum of Agreement to Reimburse and Cost Sign off Sheet RMOA/CSO	8	F

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights. Appurtenant Areas include, but are not limited to, parking areas and space located on the roof of the Building where telecommunications devices may be located.
- B. Building. The building(s) situated on the Property in which the Premises are located.
- C. Contract. Contract and contractor means Lease and Lessor, respectively.
- D. Contractor. Contractor shall mean Lessor.
- E. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- F. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- G. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- H. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the Lease term commences.
- I. Lease Award Date. The date the Lease Contracting Officer (LCO) executes the lease and mails or otherwise furnishes written notification of the executed Lease to the Lessor (date on which the parties' obligations under the Lease begin).
- J. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- K. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- L. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- M. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-2017) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- N. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its LCO by notice, without an express delegation by the prior LCO.

2.03 WAIVER OF RESTORATION (OCT 2016)

The Lessor shall have no right to require the Government to restore the Premises and/or Property upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises and/or Property during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises and/or Property regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

Notwithstanding the above, all data entered and/or stored in any manner on the equipment used or operated by the Government on or in connection with the Property shall belong to the United States and is confidential and protected information. It shall be CBP's responsibility to properly remove said data before possession of any equipment is transferred to the Lessor. In the event data inadvertently remains on any of the equipment upon transfer, Lessor shall keep the information confidential and immediately notify CBP so that CBP can remove the data.

2.04 RELOCATION RIGHTS (JUN 2012)

If it becomes necessary in the orderly development of the Airport, Lessor may require the relocation of Premises to other space at the Airport which, in the reasonable judgment of Lessor and CBP, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the Government a minimum of 120 days prior written notice. Lessor shall bear all costs for such relocation, including all costs for moving furniture, office equipment, telephone and data lines, and any other costs associated with

replicating necessary operational features provided in the space originally leased. The replacement space will be provided under the same terms as agreed to under this Lease, including that the new location shall meet CBP's operational requirements and that the Government shall not pay rent.

2.05 NOTICES

A. Any notice, consent, or approval to be given under this Lease shall be in writing, and delivered by hand or sent by Express Mail or comparable service, or by a certified or registered mail, postage prepaid and return receipt requested, to the following addresses:

To the Lessor at: City of Pensacola/Pensacola International Airport/Airport Director 2430 Airport Boulevard, Ste. 225, Pensacola, FL 32504.

To CBP at: U.S. Customs and Border Protection, Field Operations Facilities, Program Management Office; ATTN: FOF Lease Contracting Officer; 6650 Telecom Drive, Suite 100, Indianapolis, IN 46278.

Notice shall be computed commencing with the day after the date of mailing.

B. In the event of an emergency, either party may provide notice by telephone, and all telephone notice shall be followed by a written notice as soon as practicable to the respective officials designated as follows:

The emergency contact and phone number for the Lessor is: Airport Operations 850-436-5111

The emergency contact and phone number for CBP is: Frank Lenox - Port Director 850-433-3205 cell: 850-258-5637

2.06 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015)

A. The Lessor shall provide floor plans for the Space and a valid Certificate of Occupancy (C of O), issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that verifies that the Space complies with all applicable local fire protection and life safety codes and ordinances and all fire protection and life safety-related requirements of this Lease.

B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

2.07 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012)

The Government's rights stated in paragraph 2.08 "Alterations" also apply to initial build-out of the Premises.

2.08 ALTERATIONS

With prior written approval by the Lessor, the Government shall have the right during the term of this Lease and any renewal periods to make alterations, attach fixtures, and erect structures or signs in or upon the Premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said Premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. Nothing herein alters, limits, or waives the Lessor's obligation to provide modifications, repairs, replacements, and improvements required for the proper operation of the Property, the Building, and the Premises.

2.09 SYSTEM FOR AWARD MANAGEMENT (APR 2015)

The Lessor must have an active registration in the System for Award Management (SAM), via the Internet at <https://www.acquisition.gov>, prior to the Lease award and throughout the life of the Lease. To remain active, the Lessor is required to update or renew its registration annually. No change of ownership of the leased Premises will be recognized by the Government until the new owner registers in SAM.

2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)

The Government reserves the right, at its own expense, with its own personnel, and at its sole discretion, to heighten security in the Building under Lease during heightened security conditions due to emergencies such as terrorist attacks, natural disaster, and civil unrest.

2.11 FIRE AND CASUALTY DAMAGE

If the Building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the Building in which the Premises are located is only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **180 days** from the event of destruction or damage, to repair or restore the Premises, if the Lessor submits to the Government a reasonable schedule for repair of the Premises within **30 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **180 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. Termination of the Lease by either party under this clause shall not give rise to liability for either party. This clause shall not apply if the event of destruction or damage is caused by the Lessor's negligence or willful misconduct. In the event of termination under this clause, should Lessor continue to require inspectional services to be performed by the Government at the Airport, Lessor agrees to provide the Government with suitable, alternate space at the Airport at no cost to the Government.

2.12 DEFAULT BY LESSOR

The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

A. Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for acceptance of the Premises within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and

provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default of a material obligation required for acceptance of the Premises (i.e., Lessor's material breach of the Lease, as determined under the federal common law of government contracts).

- B. After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default of any obligation under this Lease.
- C. Grounds for Termination. The Government may terminate the Lease if:
1. The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
 2. The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions.
- D. Excuse. Failure by the Lessor to timely deliver the Premises or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:
1. Circumstances within the Lessor's control;
 2. Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform;
 3. The condition of the Property;
 4. The acts or omissions of the Lessor, its employees, agents or contractors; or
 5. The Lessor's inability to obtain sufficient financial resources to perform its obligations.

The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law or under this Lease.

2.13 INTEGRATED AGREEMENT

This Lease, upon execution, contains the entire agreement of the parties and supersedes any and all prior oral or written representations, understandings, or agreements among or between them. No prior written or oral agreement, express or implied, shall be construed or relied upon by either party to contradict the provisions of the Lease. Except as expressly attached to and made part of the Lease, communications by either party that occurred prior to Lease execution shall not be incorporated in the Lease.

2.14 MUTUALITY OF OBLIGATION

The obligations and covenants of the Lessor, and the Government's obligation to perform such other obligations as may be specified herein, are interdependent.

2.15 COMPLIANCE WITH APPLICABLE LAW

Lessor shall comply with all federal, state, and local laws applicable to its ownership and leasing of the Premises, including, without limitation, laws applicable to the construction, demolition, ownership or alteration and obtain all necessary permits, licenses and similar items at its own expense. Nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by federal law.

2.16 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT

The Lessor shall maintain the Premises, including the systems, equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition at the Lessor's sole expense. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable standards governing indoor air quality, existence of mold and other biological hazards or hazardous materials, at the Lessor's sole expense. The Government shall have the right, at any time after the Lease is signed and during the term of the Lease, and any renewal periods, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause. When accompanied by a Government escort, the Lessor shall have the right to enter any part of the Premises at reasonable or necessary times for the purposes of inspection, protection or exercising its right as owner and operator of the Airport and as Lessor.

2.17 DELIVERY AND CONDITION

- A. Unless the Government elects to have the Premises occupied in increments, the Premises must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the Premises are substantially complete, however both the Lessor and the Government agree that substantial completion shall occur no later than the date of the Government issued Acceptance of Space Letter
- B. If the Premises do not substantially comply with the provisions of this Lease, the Contracting Officer may terminate this Lease in accordance with Paragraph 1.04, Termination Rights, and/or Paragraph 2.12, Default by Lessor, of this Lease.

2.18 FAILURE IN PERFORMANCE

In the event of any failure by the Lessor to provide any standard service, utility, maintenance, repair or replacement required under this Lease, the Government may, by contract or otherwise, perform the requirement and seek reimbursement from the Lessor for the resulting costs to the Government, including all administrative costs; provided however, before undertaking to perform any obligation of Lessor, Government shall provide Lessor not less than thirty (30) days' prior written notice during which Lessor shall be permitted to cure any alleged default and further provided that such cure period shall be extended by an additional thirty (30) days if, at the expiration of the notice/cure period, the Lessor is diligently pursuing to cure or otherwise resolve such alleged default. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access the Premises to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may terminate this Lease pursuant to Paragraph 1.04, Termination Rights, and/or Paragraph 2.12, Default by Lessor, of this Lease. The aforementioned remedies are not exclusive and are in addition to any other remedies which may be available under this Lease or at law. Pursuant to 19 C.F.R. § 24.3a, any amounts due CBP under the terms of this agreement not reimbursed within 30 days of billing will begin accruing interest charges based on current U.S. Treasury borrowing rates and may ultimately be referred for collection.

2.19 CHANGE OF OWNERSHIP

A. If during the term or any renewal periods of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor is not in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer.

F. As a condition for being recognized as the Lessor, the Transferee must register in the System for Award Management (SAM) (See FAR 52.232-33), and complete and sign GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions of Leasehold Interests in Real Property)(see Exhibit C).

2.20 CLAUSES INCORPORATED BY REFERENCE (SIMPLIFIED) (OCT 2018)

This Lease incorporates the following clauses by reference, with the same force and effect as if they were given in full text. All citations to the FAR or GSAR are provided for convenience of reference, and shall not be understood as subjecting this Lease to any provision of the FAR or GSAR except to the extent that clauses prescribed by the FAR or GSAR are expressly incorporated into this Lease.

1. FAR 52.204-7, SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
2. FAR 52.204-13, SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
3. FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)
4. FAR 52.222-21, PROHIBITION OF SEGREGATED FACILITIES (APRIL 2015)
5. FAR 52.222-26, EQUAL OPPORTUNITY (SEP 2016)
6. FAR 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
7. FAR 52.233-1, DISPUTES (MAY 2014)
8. GSAR 552.204-70 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)
9. GSAR 552.215-70, EXAMINATION OF RECORDS BY GSA (JUL2016)
10. GSAR 552.270-31, PROMPT PAYMENT (JUN 2011)

SECTION 3 CONSTRUCTION STANDARDS AND COMPONENTS

3.01 CBP STANDARDS (ON-AIRPORT) (SEP 2013)

A. The Premises shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of the Space. If there is a conflict on the standards the more stringent will apply. For the purposes of this Lease, the Airport Technical Design Standards December 2018 (hereinafter referred to as "CBP Standards") shall apply.

B. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed building components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, and installed. Circulation corridors are provided as part of the base building only on multi-tenanted floors where the corridor is common to more than one tenant. On single-tenant floors, only the fire egress corridor necessary to meet code is provided as part of the Space.

3.02 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.04 FIRE ALARM SYSTEM (SEP 2013)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the Lease Award Date, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.05 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)

- A. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").
- B. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:
1. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
 2. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease).
- C. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

3.06 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the utility company and paid for by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.08 RESTROOMS (ON-AIRPORT) (JUN 2012)

Government employees shall have access to all public restroom facilities for men and women in the leased premises at all times.

3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (APR 2011)

- A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in this Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60 percent relative humidity.
- B. The Lessor shall conduct HVAC system balancing after all HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.
- C. Normal HVAC systems maintenance shall not disrupt tenant operations.

3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013)

- A. The Government may elect to contract its own telecommunications (voice, data, video, Internet, or other emerging technologies) service in the Space. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed pursuant to a separate agreement. In the event future upgrades are required, the Lessor shall bear all costs associated with the upgrade. Lessor has also agreed to the terms set forth in Exhibit F regarding Lessor's obligation to bear information technology costs.
- B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.
- C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required.

SECTION 4**UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM****4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (SEP 2013)**

The Lessor is responsible for providing all utilities reasonable and necessary for Premises and tenant operations at the Lessor's sole expense. The following services, utilities, and maintenance shall be provided by the Lessor seven (7) days per week, twenty-four (24) hours per day, including Saturday, Sunday and federal holidays. (check all that apply):

<input checked="" type="checkbox"/> HEAT	<input checked="" type="checkbox"/> TRASH REMOVAL	<input type="checkbox"/> ELEVATOR SERVICE	<input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS & STARTERS	<input checked="" type="checkbox"/> OTHER (Specify below)
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING	<input type="checkbox"/> PAINTING FREQUENCY	<u>Resilient Floors: twice per year clean per the specifications in main corridors and heavy traffic areas and annually in offices and secondary lobbies and corridors. Strip & apply 4 coats of finish to resilient floors in restrooms. Strip & refinish main corridors and other heavy traffic areas. As Required: Properly maintain plants and lawns. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.</u>
<input checked="" type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	Frequency <u>Twice per year all interior and exterior and other glass surfaces</u>	Space <u>See 4.07 below</u>	
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> RESTROOM SUPPLIES	<input type="checkbox"/> CARPET CLEANING	Public Areas <u>See 4.07 below</u>	
<input type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP. <u>3 times weekly: Sweep entrances, lobbies & corridors, spot sweep floors, spot vacuum carpets, clean drinking fountains, sweep and damp mop or scrub restroom, clean all restroom fixtures, Sweep sidewalks, parking areas & driveways (weather permitting).</u>	Frequency <u>Annually shampoo carpets in corridors and lobbies & every 2 years shampoo carpets in all offices and other non-public areas.</u>	<input checked="" type="checkbox"/> PEST CONTROL <u>Pest Control: Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated pest Management Technique Guide (E402-1001).</u>	
<input checked="" type="checkbox"/> SECURITY & FIRE MONITORING SERVICES				

The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013)

The Government shall have access to the Premises and its Appurtenant Areas at all times at no cost, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed while CBP Officers are present. CBP's normal hours of operation are from 0800-1700 Monday Through Friday.

4.03 SECURITY MONITORING AND INTRUSION DETECTION SYSTEM (APR 2017)

Lessor agrees to provide and maintain the following:

- 1) An intrusion detection system (IDS) that is connected to a 24-hour, staffed, central monitoring station, which in the event of an alarm, will immediately notify the Lessee. This must be a stand-alone system zoned specifically for and under the direct control of CBP;
- 2) A stand-alone video surveillance system that provides the following:
 - a. Exterior View: A sufficient number of camera's to monitor the entire facility perimeter, as well as each access point, ensuring cameras are in a position to capture the image of each individual entering.
 - b. Interior View: Ensure the coverage by cameras of any "strong-rooms" identified by the Lessee.
 - c. Monitoring Station: The operator of the CCTV system shall be capable of providing all command related functions such as pan/tilt/zoom to the cameras, as well as retrieving recorded video.
 - d. Digital Video Recorder: Provide 30-days of internal storage for each camera view. 24-hour time lapse high resolution colored monitoring with 30-day Digital Video Recorder (DVR) capabilities.
- 3) Physical Access Control Systems (PACS): Access points into the facility and strong rooms shall be controlled by card readers under the sole control of CBP using a standalone management platform.
 - a. The PACS **must** comply with Homeland Security Presidential Directive 12 (HSPD-12), Federal Information Processing Standards Publication 201-1 (FIPS 201-1), Government Smart Card Interoperability Specification (GSC-IS V2.1) and GSA Schedule 70 for products and service components.
 - b. Only vendors with a Certified System Engineer ICAM/PACS (CSEIP) can be used to design, purchase and install a PACS equipment. [HTTPS://WWW.SECURETECHALLIANCE.ORG/ACTIVITIES-CSEIP-REGISTRY/](https://www.securetechalliance.org/activities-cseip-registry/)
 - c. Only equipment approved by the Government Services Administration (GSA), and listed on the idmanagement.gov, approved product list (APL) can be used. [HTTPS://WWW.IDMANAGEMENT.GOV/IDM/IDMFICAMPRODUCTSEARCHPAGE](https://www.idmanagement.gov/IDM/IDMFICAMPRODUCTSEARCHPAGE)

4.04 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the maintenance and repair of the Property and leased Premises at the Lessor's sole expense. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's sole expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

4.05 ROUTINE CLEANING AND DISINFECTING SERVICES (OCT 2020)

The Lessor shall wipe down daily all solid, high contact surfaces in Building common area (defined here as those areas used or accessed by the Government's employees and visitors), and within the leased space, using a disinfectant from the EPA-registered list of products identified as effective against Novel Coronavirus SARS-CoV-2 ([HTTPS://WWW.EPA.GOV/PESTICIDE-REGISTRATION/LIST-N-DISINFECTANTS-USE-AGAINST-SARS-COV-2](https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2)), or other products containing the same active ingredient(s) at the same or greater concentration than those on the list. Cleaning staff shall use products in accordance with directions provided by the manufacturer. Cleaning staff shall wear disposable gloves (e.g. latex, nitrile, etc.), facemasks, and any additional personal protective equipment (PPE) as recommended by the cleaning and disinfectant product manufacturers. Disinfection application and products should be chosen so as to not damage interior finishes or furnishings.

Examples of solid, high contact surfaces in Building common and high traffic areas include, but are not limited to, handrails, door knobs, key card scan pads, light switches, countertops, table tops, water faucets and handles, elevator buttons, sinks, toilets and control handles, restroom stall handles, toilet paper and other paper dispensers, door handles and push plates, water cooler and drinking fountain controls. It does not include agency owned equipment such as desks, telephones, computers, keyboards, docking stations, computer power supplies, and computer mouse, personal fans and heaters, desk lighting, etc. Disinfected surfaces should be allowed to air dry.

4.06 RECYCLING (ON-AIRPORT) (JUN 2012)

Where state or local law, code, or ordinance requires recycling programs (including mercury-containing lamps) for the Space to be provided pursuant to this Lease, the Lessor shall comply with such state and local law, code, or ordinance in accordance with Paragraph 2.15, Compliance with Applicable Law. During the Lease term and any renewal period, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Leased Space.

4.07 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease and any renewal periods, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

4.08 MAINTENANCE OF PROVIDED FINISHES

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces, shall be repainted at the Lessor's sole expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is not "like new". All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas as needed.
2. Lessor shall perform cyclical repainting of the Premises as needed. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture, shall be at the Lessor's sole expense, however the Government is responsible for the secure removal and return of computer and related equipment and any files and documents.

B. Carpet and flooring.

1. The Lessor shall repair or replace flooring at any time during the Lease term when:
 - (i) Backing or underlayment is exposed;
 - (ii) There are noticeable variations in surface color or texture;
 - (iii) Carpet has curls, upturned edges, or other noticeable variations in texture;
 - (iv) Tiles are loose; or,
 - (v) Tears or tripping hazards are present.
2. Notwithstanding the foregoing, the Lessor shall replace all carpet in the Premises every ten (10) years with a product which meets the requirements in the CBP Standards.

Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture, if necessary, at the Lessor's sole expense, however the Government is responsible for the secure removal and return of computer and related equipment and any files and documents. Work shall be performed after normal hours as established elsewhere in this Lease.

4.09 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (SEP 2013)

This paragraph applies to all recipients of SBU Building information, including: bidders, awardees, contractors, subcontractors, Lessors, suppliers, and manufacturers.

A. MARKING SBU. Contractor-generated documents that contain Building information must be reviewed by CBP to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the LCO may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

B. AUTHORIZED RECIPIENTS. Building information considered SBU must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include Federal, state, and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with CBP. Nongovernment entities may include architects, engineers,

consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to CBP or performing work under a CBP contract or subcontract. Contractors must provide SBU Building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and for the issuance of Building permits. Public safety entities such as fire and utility departments may require access to SBU Building information on a need to know basis. This paragraph must not prevent or encumber the dissemination of SBU Building information to public safety entities.

C. DISSEMINATION OF SBU BUILDING INFORMATION:

1. **BY ELECTRONIC TRANSMISSION.** Electronic transmission of SBU information outside of the CBP firewall and network must use session (or, alternatively, file encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>. All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at <http://csrc.nist.gov/groups/STM/cmvp/validation.html#02>. (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database at <https://www.acquisition.gov> that have a need to know such information. If a subcontractor is not registered in SAM and has a need to possess SBU Building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.

2. **BY NON-ELECTRONIC FORM OR ON PORTABLE ELECTRONIC DATA STORAGE DEVICES.** Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives. Non-electronic forms of SBU Building information include paper documents.

a. **By mail.** Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

b. **In person.** Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database that have a need to know such information.

3. **RECORD KEEPING.** Contractors must maintain a list of the state, Federal, and local government entities and the firms to which SBU is disseminated under sections C1 and C2 of this paragraph. This list must include at a minimum:

- a. The name of the state, Federal, or local government entity or firm to which SBU has been disseminated;
- b. The name of the individual at the entity or firm who is responsible for protecting the SBU Building information, with access strictly controlled and limited to those individuals having a need to know such information;
- c. Contact information for the named individual; and
- d. A description of the SBU Building information provided.

Once work is completed, or for leased Space with the submission of the as built drawings, the contractor must collect all lists maintained in accordance with this paragraph, including those maintained by any subcontractors and suppliers, and submit them to the LCO.

D. **RETAINING SBU DOCUMENTS.** SBU Building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information.

E. **DESTROYING SBU BUILDING INFORMATION.** SBU Building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, or returned to the LCO, when no longer needed, in accordance with guidelines provided for media sanitization available at <http://csrc.nist.gov/publications/PubsTC.html#Forensics>. At the Web site, locate SP 800-88, Guidelines for Media Sanitization, available at [HTTP://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF](http://csrc.nist.gov/publications/NISTPUBS/800-88/NISTSP800-88_REV1.PDF) and click on the file name NISTSP800-88_REV1.pdf. From there, you can choose to "Save" or "Download" the file. If SBU Building information is not returned to the LCO, examples of acceptable destruction methods for SBU Building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit-wiping software or disk crushers.

F. **NOTICE OF DISPOSAL.** The contractor must notify the LCO that all SBU Building information has been destroyed, or returned to the LCO, by the contractor and its subcontractors or suppliers in accordance with section (e) of this paragraph, with the exception of the contractor's record copy. For Leases, this notice must be submitted to the LCO in writing at the completion of the Lease term.

G. **INCIDENTS.** All improper disclosures of SBU Building information must be reported immediately to the LCO. If the contract provides for progress payments, the LCO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU Building information.

H. **SUBCONTRACTS.** The Contractor must insert the substance of this paragraph in all subcontracts.

4.10 INDOOR AIR QUALITY (OCT 2016)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for asbestos, mold, carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: Asbestos 70 s/mm²; mold (see paragraph entitled "mold"); CO 9 ppm; CO₂ 700 ppm above outdoor air; formaldehyde 0.016 ppm.

B. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternative products outside of working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied spaces and shall adequately ventilate those spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed at Lessor's expense, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

1. The Space;
2. Common Building areas;
3. Ventilation systems and zones serving the Space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the SDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

4.11 HAZARDOUS MATERIALS (ON-AIRPORT) (OCT 2016)

The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations including, but not limited to, the following:

A. The leased Space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the Space or undamaged boiler or pipe insulation outside the Space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The space and ventilation zones serving the space shall also be free of visible mold or actionable airborne mold.

1. Actionable mold is airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building.

2. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by EPA, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards, and guidelines.

3. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the plan or any other applicable Federal, state, or local laws, regulatory standards, or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

4. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable mold, the Government may implement a corrective action program in accordance with 2.18, Failure in Performance.

4.12 OCCUPANT EMERGENCY PLANS (SEP 2013)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP Plan. The Plans, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 IDENTITY VERIFICATION OF PERSONNEL

The Premises is located on the grounds of the Pensacola International Airport. All personnel requiring routine access to the Premises for maintenance purposes or any unescorted access will undergo a fingerprint-based criminal history check in accordance with the provisions of 49 CFR Part 1542 and the Pensacola International Airport Security Program, and shall wear and exhibit an Airport-issued identification badge.

5.02 SECURITY

The Lessor shall ensure that the Premises conform, at the Lessor's sole expense to Department of Homeland Security and Customs and Border Protection Minimum Security Requirements, as well as the Physical Security Criteria for Federal Facilities established by the Interagency Security Committee.

5.03 LIABILITY

- A. The Lessor may seek remedy for claims against the Government in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 2671 et. seq.
- B. The Lessor shall save harmless and indemnify the Government from any claimed or adjudged liability arising out of the maintenance or condition of the Property, subject to Lessor's right of sovereign immunity.

5.04 AVAILABILITY OF FUNDS

In accordance with 31 U.S.C. § 1341 and 41 U.S.C. § 6301, and other applicable federal laws, CBP's liability under this Lease and every term and condition herein is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. Nothing in this Lease may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. Nothing in this Lease may be construed or interpreted to obligate the Government to any current or future expenditure of funds in advance of, or in excess of, the availability of appropriations, nor does this Lease obligate the Government to spend funds for any particular project or purpose, even if funds are available.

5.05 SOVEREIGN IMMUNITY

Nothing in this Lease constitutes or can be construed as a waiver of sovereign immunity for any party hereto. .

5.06 NO PRIVATE RIGHT OR BENEFIT CREATED

The parties agree that this Lease is not intended and should not be construed to create any right or benefit, substantive or procedural, enforceable at law by an outside party against either the Lessor or the Government.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00246

City Council

3/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AIRPORT - EASEMENT AGREEMENT WITH GULF POWER FOR ELECTRIC SERVICE AT GENERAL AVIATION FACILITY CUSTOMS AND BORDER PROTECTION FACILITY.

RECOMMENDATION:

That City Council approve the easement agreement for electric service installed by Gulf Power for the development of 4121 Maygarden Road. Further, that City Council authorize the Mayor to take all actions necessary to execute the easement agreement.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Gulf Power Company requires an easement covering the location of the utility lines installed along Maygarden Road to the General Aviation Customs and Border Protection Facility located at 4121 Maygarden Road. The lines were installed as a necessary part of this development. Gulf Power Company will maintain the lines.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

CITY ATTORNEY REVIEW: Yes

3/10/2021

STAFF CONTACT:

Keith Wilkins, City Administrator

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

Matthew F. Coughlin, Airport Director

ATTACHMENTS:

- 1) Gulf Power Easement for Electric Service 4121 Maygarden Road

PRESENTATION: No



Gulf Power®

This Legal Document
Prepared by William Maudlin
Gulf Power Company
One Energy Place
Pensacola, Florida 32520-0093

EASEMENT FOR ELECTRIC SERVICE

WO# ED1010212272 – Airport Property
TAX ID# 33-1S-30-5101-003-001

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS that the **City of Pensacola, a municipal corporation of the State of Florida**, whose address is **222 W Main Street Pensacola, FL 32502** (hereinafter "Grantor"), for and in consideration of the sum of **One and 00/100 Dollars (\$1.00)** in hand paid by **Gulf Power Company, a Florida corporation** (Grantee), whose address is **One Energy Place, Pensacola, Florida 32520-0093**, the receipt whereof is hereby acknowledged, does hereby grant and convey to said Gulf Power Company, its successors and assigns, the perpetual right to lay, bury, construct, operate, maintain, dig up and repair an underground and/or overhead electrical distribution system and necessary related above ground and overhead facilities, with all necessary conductors, ducts, conduit, transformers, connection boxes, facilities and equipment, necessary or convenient in connection therewith from time to time, together with the right to allow the attachment of utilities providing communication or related services, together with all rights and privileges necessary or convenient for the full enjoyment or use thereof for the aforesaid purposes, including the right of ingress and egress thereto and therefrom, along, under and across the following described property in **ESCAMBIA** County, Florida, to-wit:

SEE ATTACHED EXHIBIT "A" AND ALSO AS DEPICTED ON EXHIBIT "B"

for the transmission, distribution, supply and sale to the public for power, heat and light, together with all rights and privileges necessary or convenient for the full enjoyment and use thereof, including the right of ingress and egress to and from said lines and also the right to cut down, trim and chemically treat any trees and undergrowth within the easement areas or adjacent to said easement areas that may interfere with the safe operation of said lines.

TO HAVE AND TO HOLD the same to the said Gulf Power Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument this ____ day of _____, 20____.

**City of Pensacola, a municipal corporation
of the State of Florida,**

WITNESSES

Witness

(Print or type full name)

Witness

(Print or type full name)

By: _____

(Print or type full name)

Title: _____

Attest: _____

(Print or type full name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by _____, as _____ of **City of Pensacola, a municipal corporation of the State of Florida**, on behalf of the corporation.

[NOTARIAL SEAL]

Notary: _____

Print Name: _____

Notary Public, State of _____

My commission expires: _____

☐ Personally Known **OR** ☐ Produced Identification

Type of Identification Produced _____

EXHIBIT "A"

A TEN FOOT (10') STRIP OF LAND LYING FIVE FEET (5') ON EACH SIDE OF THE CENTERLINE OF THE UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM AND FACILITIES AS INSTALLED AND/OR TO BE INSTALLED ON THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

LEASED TO PENSACOLA AVIATION CENTER LLC COMMENCE AT THE NORTHWEST CORNER OF FRACTIONAL SECTION 17, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 60 DEGREES 41 MINUTES 01 SECONDS EAST ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 17 A DISTANCE OF 6535.80 FEET TO THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 17; THENCE GO SOUTH 29 DEGREES 47 MINUTES 29 SECONDS WEST ALONG THE EAST LINE OF SAID FRACTIONAL SECTION 17 A DISTANCE OF 1928.94 FEET TO THE POINT OF BEGINNING; THENCE GO SOUTH 11 DEGREES 37 MINUTES 56 SECONDS EAST A DISTANCE OF 276.01 FEET; THENCE GO SOUTH 78 DEGREES 22 MINUTES 29 SECONDS WEST A DISTANCE OF 589.30 FEET; THENCE GO NORTH 11 DEGREES 41 MINUTES 36 SECONDS WEST A DISTANCE OF 785.14 FEET; THENCE GO NORTH 78 DEGREES 16 MINUTES 52 SECONDS EAST A DISTANCE OF 590.14 FEET; THENCE GO SOUTH 11 DEGREES 37 MINUTES 56 SECONDS EAST A DISTANCE OF 510.09 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF FRACTIONAL SECTIONS 17 AND 16, TOWNSHIP 01 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA ALSO COMMENCE AT THE NORTHWEST CORNER OF FRACTIONAL SECTION 17, TOWNSHIP 01 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 60 DEGREES 41 MINUTES 01 SECONDS EAST ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 17 A DISTANCE OF 6535.80 FEET TO THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 17; THENCE GO SOUTH 29 DEGREES 47 MINUTES 29 SECONDS WEST ALONG THE EAST LINE OF SAID FRACTIONAL SECTION 17 A DISTANCE OF 1748.91 FEET TO THE POINT OF BEGINNING; THENCE GO SOUTH 11 DEGREES 34 MINUTES 54 SECONDS EAST A DISTANCE OF 459.75 FEET; THENCE GO SOUTH 78 DEGREES 39 MINUTES 41 SECONDS WEST A DISTANCE OF 116.49 FEET; THENCE GO NORTH 11 DEGREES 37 MINUTES 56 SECONDS WEST A DISTANCE OF 728.00 FEET; THENCE GO NORTH 78 DEGREES 39 MINUTES 35 SECONDS EAST A DISTANCE OF 117.13 FEET; THENCE GO SOUTH 11 DEGREES 34 MINUTES 54 SECONDS EAST A DISTANCE OF 268.25 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF FRACTIONAL SECTIONS 17 AND 16, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA, ALSO COMMENCE AT THE NORTHWEST CORNER OF FRACTIONAL SECTION 17, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 60 DEGREES 41 MINUTES 01 SECONDS EAST ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 17 A DISTANCE OF 6535.80 FEET TO THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 17; THENCE GO SOUTH 29 DEGREES 47 MINUTES 29 SECONDS WEST ALONG THE EAST LINE OF SAID FRACTIONAL SECTION 17 A DISTANCE OF 1472.27 FEET TO THE POINT OF BEGINNING; THENCE GO SOUTH 11 DEGREES 23 SECONDS EAST A DISTANCE OF 139.28 FEET; THENCE GO SOUTH 79 DEGREES 09 MINUTES 11 SECONDS WEST A DISTANCE OF 148.65 FEET; THENCE GO NORTH 11 DEGREES 34 MINUTES 31 SECONDS WEST A DISTANCE OF 195.23 FEET; THENCE GO NORTH 79 DEGREES 11 MINUTES 25 SECONDS EAST A DISTANCE OF 149.17 FEET; THENCE GO SOUTH 11 DEGREES 25 MINUTES 23 SECONDS EAST A DISTANCE OF 55.85 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF FRACTIONAL SECTIONS 17 AND 16, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA ALSO COMMENCE AT THE NORTHWEST CORNER OF FRACTIONAL SECTION 17, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 60 DEGREES 41 MINUTES 01 SECONDS EAST ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 17 A DISTANCE OF 55.75 FEET TO THE EASTERLY RIGHT OF WAY LINE OF 12TH AVENUE (100 R/W); THENCE GO SOUTH 03 DEGREES 03 MINUTES 57 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 929.93 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE GO SOUTH 61 DEGREES 28 MINUTES 52 SECONDS EAST A DISTANCE OF 212.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 61 DEGREES 28 MINUTES 52 SECONDS EAST A DISTANCE OF 174.70 FEET; THENCE GO SOUTH 31 DEGREES 40 MINUTES 37 SECONDS WEST A DISTANCE OF 53.02 FEET; THENCE GO NORTH 61 DEGREES 11 MINUTES 53 SECONDS WEST A DISTANCE OF 172.04 FEET; THENCE GO NORTH 28 DEGREES 48 MINUTES 07 SECONDS EAST A DISTANCE OF 52.09 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF FRACTIONAL SECTION 17, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA ALSO COMMENCE AT THE NORTHWEST CORNER OF FRACTIONAL SECTION 17, TOWNSHIP 01 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 60 DEGREES 41 MINUTES 01 SECONDS EAST ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 17 FOR A DISTANCE OF 6535.80 FEET; THENCE GO SOUTH 29 DEGREES 47 MINUTES 29 SECONDS WEST ALONG THE EAST LINE OF THE SAID FRACTIONAL SECTION 17 FOR A DISTANCE OF 1471.79 FEET; THENCE GO NORTH 11 DEGREES 37 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 85.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 11 DEGREES 37 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 84.50 FEET; THENCE GO SOUTH 78 DEGREES 40 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 149.97 FEET; THENCE GO SOUTH 11 DEGREES 32 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 84.16 FEET; THENCE GO NORTH 78 DEGREES 48 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 150.09 FEET TO THE POINT OF BEGINNING. ALSO COMMENCE AT THE SOUTHERNMOST POST OF LOT 27, BRITTANY FORGE, A SUBDIVISION RECORDED IN PLAT BOOK 13 AT PAGE 78 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO NW ALONG THE SOUTHWESTERLY LINE OF SAID SUBDIVISION AND ITS NORTHWESTERLY EXTENSION 976 FEET; THENCE GO N 15 DEG 41 MIN 57 SEC W 1109.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 15 DEG 41 MIN 57 SEC W 200.00 FEET THENCE GO N 74 DEG 18 MIN 03 SEC E 100 FEET THENCE GO S 15 DEG 41 MIN 57 SEC E 200.00 FEET; THENCE GO S 74 DEG 18 MIN 03 SEC W 100.00 FEET TO THE POINT OF BEGINNING. ALSO COMMENCE AT THE SOUTHERNMOST POINT OF LOT 27, BRITTANY FORGE, A SUBDIVISION RECORDED IN PLAT BOOK 13 AT PAGE 78 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO N 64 DEG 37 MIN 56 SEC W ALONG THE SOUTHWESTERN LINE OF SAID SUBDIVISION AND ITS NORTHWESTERLY EXTENSION 1082.61 FEET; THENCE GO N 15 DEG 41 MIN 22 SEC W 1319.94 FEET TO THE POINT OF BEGINNING; THENCE GO S 74 DEG 18 MIN 38 SEC W 53.50 FEET; THENCE GO N 15 DEG 41 MIN 22 SEC W 128.80 FEET; THENCE GO N 74 DEG 18 MIN 38 SEC E 53.50 FEET; THENCE GO S 15 DEG 41 MIN 22 SEC E 128.80 FEET TO THE POINT OF BEGINNING. ALSO COMMENCE AT THE SOUTHERNMOST POINT OF LOT 27, BRITTANY FORGE, A SUBDIVISION RECORDED IN PLAT BOOK 13 AT PAGE 78 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA;

EXHIBIT "A"(continued)

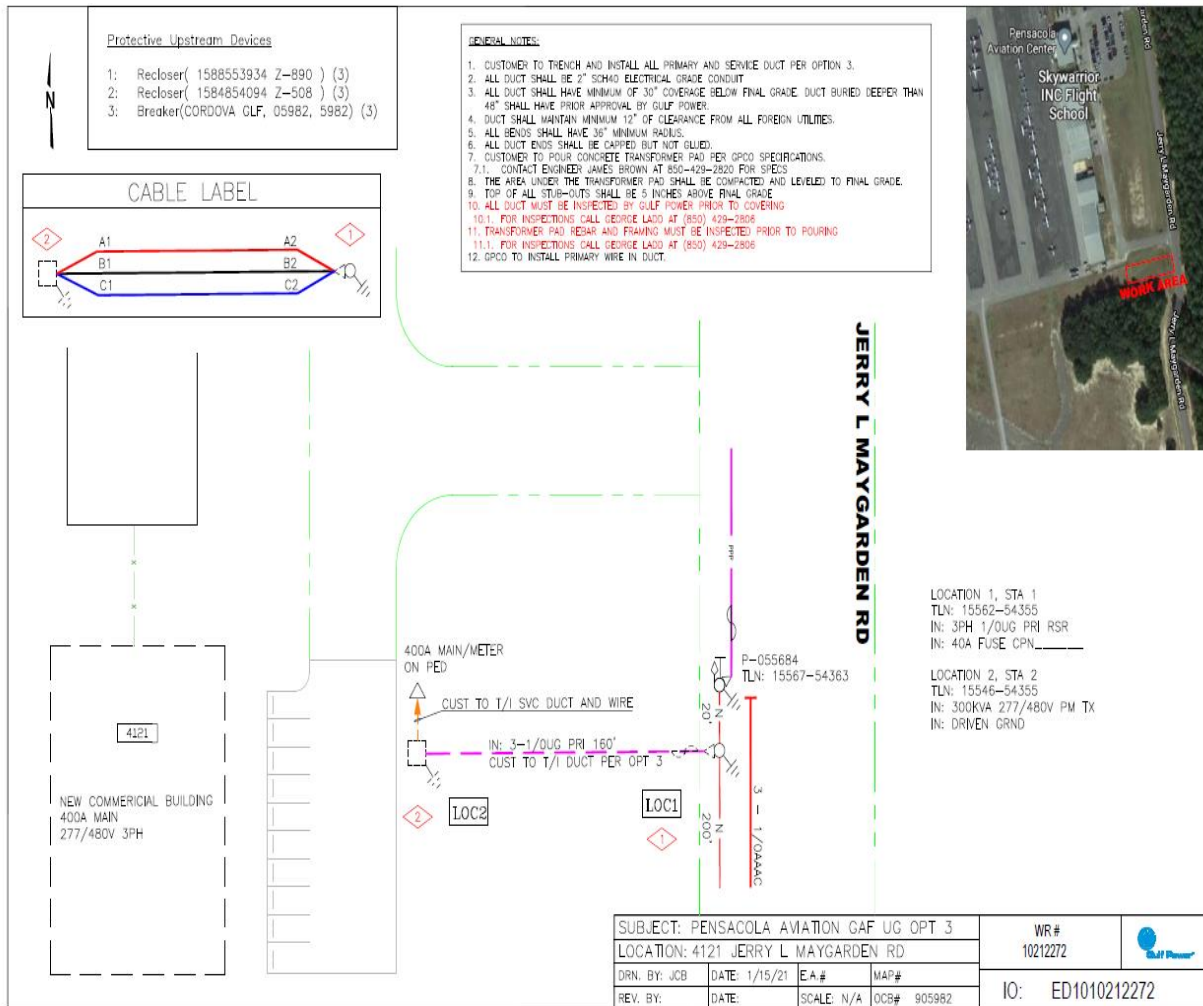
THENCE GO N 64 DEG 37 MIN 56 W ALONG THE SOUTHWESTERN LINE OF SAID SUBDIVISION AND ITS NORTHWESTERLY EXTENSION 1082.61 FEET; THENCE GO N 15 DEG 41 MIN 22 SEC W 1319.94 FEET; THENCE GO S 74 DEG 18 MIN 38 SEC W 121.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 74 DEG 18 MIN 38 SEC W 53.50 FEET; THENCE GO N 15 DEG 41 MIN 22 SEC W 64.40 FEET; THENCE GO N 74 DEG 18 MIN 38 SEC E 53.50 FEET; THENCE GO S 15 DEG 41 MIN 22 SEC E 64.40 FEET TO THE POINT OF BEGINNING.

HOWEVER, NOTWITHSTANDING THE FOREGOING, IN THOSE LOCATIONS WITHIN THE ELECTRICAL DISTRIBUTION SYSTEM WHERE TRANSFORMER BOXES, SPLICE BOXES, AND TERMINATION POINTS, ARE LOCATED GULF POWER IS HEREBY GRANTED AN EASEMENT AREA WITHIN A FIFTEEN FOOT (15') RADIUS FROM THE CENTER LINE OF THE PRIMARY VOLTAGE CONDUCTORS.

IT IS UNDERSTOOD AND AGREED SAID FACILITIES WILL BE INSTALLED AT A MUTUALLY ACCEPTABLE LOCATION TO BOTH PARTIES.

Exhibit "B"

(not to scale)





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00220

City Council

3/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AWARD OF CONTRACT FOR ITB #21-005 REPLACEMENT OF EXISTING MAQUAY CHILLER AT THE DOWNTOWN PENSACOLA LIBRARY

RECOMMENDATION:

That the City Council award a contract for ITB #21-005 Replacement of the existing MaQuay Chiller at the Downtown Pensacola Library to Prime Mechanical, Inc. of Pensacola Florida, the lowest and most responsible bidder with a base bid amount of \$171,000, plus a 10% contingency of \$17,100 for a total amount of \$188,100. Further, that Council authorize the Mayor to execute a contract and take all actions necessary to complete the project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Hurricane Sally caused significant damage to the Downtown Library's HVAC Chiller by lightning and wind-driven rain. As a result, the existing chiller was damaged beyond repair and will require total replacement. The replacement chiller was advertised for public bid and will be installed upon approval.

PRIOR ACTION:

NONE

FUNDING:

N/A

FINANCIAL IMPACT:

Funding for costs associated with Hurricane Sally were appropriated within the Natural Disaster Fund on Supplemental Budget Resolution No. 2020-59 at the December 10, 2020, City Council meeting.

CITY ATTORNEY REVIEW: Yes

3/10/2021

STAFF CONTACT:

Keith Wilkins, City Administrator

Kerrith Fiddler, Deputy City Administrator - Community Development

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

ATTACHMENTS:

- 1) ITB #21-005 Tabulation of Bids
- 2) ITB #21-005 Final Vendor Reference List

PRESENTATION: No

TABULATION OF BIDS

BID NO: 21-005

TITLE: REPLACEMENT OF EXISTING McQUAY CHILLER
AT PENSACOLA DOWNTOWN PUBLIC LIBRARY

SUBMITTALS DUE: December 9, 2020, 2:30 P.M. DEPARTMENT: Public Works	PRIME MECHANICAL, INC. Pensacola, FL	STAR SERVICE, INC. OF PENSACOLA Mobile, AL	ENGINEERED COOLING SERVICES Pensacola, FL	AIR DESIGN SYSTEMS, INC. Pensacola, FL	AIR MECHANICAL & SERVICE CORP. Tallahassee, FL
Base Bid	\$171,500.00	\$178,765.00	\$206,425.00	\$216,724.00	\$282,802.00

Opening Date: 12/09/20

Bid No.: 21-005

FINAL VENDOR REFERENCE LIST
REPLACEMENT OF EXISTING MCQUAY CHILLER AT PENSACOLA DOWNTOWN PUBLIC LIBRARY
PARKS & RECREATION

Vendor	Name	Address	City	St	Zip Code	SMWBE
011816	AIR DESIGN SYSTEMS INC	P O BOX 18830	PENSACOLA	FL	32523	
057074	AIR MECHANICAL & SERVICE CORP	4311 WEST IDA STREET	TAMPA	FL	33614	
050216	AIR-TECH OF PENSACOLA INC	P O BOX 18180	PENSACOLA	FL	32523	
061781	AZTECH SERVICES INC DBA ASI SERVICES	3395 FAIRMONT STREET	PENSACOLA	FL	32505	Y
022530	BAYOU MECHANICAL INC	P O BOX 36	CRESTVIEW	FL	32536	
050729	BEVERWYCK SOUTH INC DBA PAUL DAVIS RESTORATN OF P'COLA-FWB	101 E BRAINERD ST STE A	PENSACOLA	FL	32501	
003228	BLACKWELL HEATING & A/C INC	1110 NORTH "W" STREET	PENSACOLA	FL	32505	Y
027092	CHAMPION CONTRACTORS INC	505 NORTH FERDON BLVD	CRESTVIEW	FL	32536	
073762	DAIKIN APPLIED AMERICAS INC DBA DAIKIN APPLIED	13600 INDUSTRIAL PARK BLVD	MINNEAPOLIS	MN	66441	
059190	ECONOMY APPLIANCE HEAT&AIR INC	4610 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526	Y
036647	ENGINEERED COOLING SERVICES LLC	2801 NORTH DAVIS HWY	PENSACOLA	FL	32503	
001530	FLORIDA AIR CONDITIONING & HEATING INC	9310 BRIDLEWOOD ROAD	PENSACOLA	FL	32526	Y
049657	G BROCK ENTERPRISES INC DBA BROCK BUILDERS	7136 MARTIN ROAD	MILTON	FL	32570	
074737	GALAVIS INVESTMENT, INC DBA WALMER A/C & HEATING, CO	7700 LAWTON ST	PENSACOLA	FL	32507	Y
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
071015	GIBBS, KENNETH E DBA ANGUS HEATING & AIR LLC	7471 N PALAFOX ST	PENSACOLA	FL	32503	Y
073703	GRAND SERVICE COMPANY LLC	320 EDGEWATER DRIVE	PENSACOLA	FL	32507	Y
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
045671	HIGH-TECH PLUMBING & HEATING INC	8375 RALEIGH CIRCLE	PENSACOLA	FL	32534	
002923	HUEY'S WORKS	1206 N "W" STREET	PENSACOLA	FL	32505	Y
053163	J2 ENGINEERING INC	2101 WEST GARDEN STREET	PENSACOLA	FL	32502	
053161	JONBUILT INC	PO BOX 5482	NAVARRE BCH	FL	32566	
053434	K & C VENTURES INC DBA AIR CONDITIONING ENGINEERS	113 4TH STREET SE	FT WALTON BCH	FL	32548	
050649	L A SYPERT JOHNSTON JR DBA LA BUILDERS LLC	8520 MERGER RD	PENSACOLA	FL	32514	Y
006212	LARRY TRONU MECHANICAL INC	3701 NORTH PACE BLVD	PENSACOLA	FL	32505	Y
045993	LUNSFORD AIR CONDITIONING & HEATING INC	4940 GLOVER LANE	MILTON	FL	32570	
059406	MADRIL BUILDERS LLC	1965 STOUT ROAD	CANTONMENT	FL	32533	
059032	MOONEYHAM HEATING & AIR CONDITIONING CO INC	4061 AVALON BLVD	MILTON	FL	32583	Y
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
064219	POE, JAMIN DBA P3 CONSTRUCTION & ENERGY SOLUTIONS LLC	321 N DEVILLIERS ST STE 208	PENSACOLA	FL	32501	
060734	PRICE MECHANICAL INC	5674 GULF BREEZE PKWY UNIT 2	GULF BREEZE	FL	32563	
063437	PRIME MECHANICAL INC	P O BOX 18985	PENSACOLA	FL	32523	
041366	PROFESSIONAL MECHANICAL TECHNOLOGIES INC	2190 EAST NINE MILE ROAD	PENSACOLA	FL	32514	
071623	REYCO CONTRACTING SOLUTIONS LLC	2172 W NINE MILE RD STE 198	PENSACOLA	FL	32534	Y
058753	SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	Y
025349	SANDERS BROTHERS ELECTRIC INC	8195 KIPLING STREET	PENSACOLA	FL	32514	
058816	SEASIDE MECHANICAL LLC	PO BOX 98	GONZALEZ	FL	32560	Y
063141	STAR SERVICE INC OF MOBILE	P O BOX 91473	MOBILE	AL	36691	
032230	THE WRIGHT COMPANY	P O BOX 1289	GULF BREEZE	FL	32562	Y
048586	TRANE U S INC	P O BOX 406469	ATLANTA	GA	30384	
068544	TRINITY HEATG & AIR CONDITIONG LLC	8521 HAPPY VALLEY TRAIL	PENSACOLA	FL	32514	Y
029078	WILLIAMS TRANE OF FLORIDA INC DBA WILLIAMS SERVICE	162 COMMERCIAL DRIVE	CANTONMENT	FL	32533	

Vendors: 42



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00247

City Council

3/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AWARD OF CONTRACT INVITATION TO BID (ITB) #21-014 ROGER SCOTT TENNIS CENTER REPAIRS - HURRICANE SALLY PROJECT

RECOMMENDATION:

That City Council award a contract to Harris-Inman Construction Company, Inc. for ITB #21-014 Roger Scott Tennis Center Repairs - Hurricane Sally Project for \$102,101.00 and a 20% contingency of \$20,420.20 for a total amount of \$122,521.20.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City issued an invitation to bid on the repairs to Roger Scott Tennis Center due to damages caused by Hurricane Sally. The project will consist of repairs of the damage including erosion, fencing, sidewalk, lights, clay courts, and a shed.

The bid of \$102,101.00 includes erosion repairs, fencing, concrete sidewalk, replacement of two (2) clay tennis courts, lighting adjustments, and a storage shed. Funding for this project will come from Federal Emergency Management Agency (FEMA), Florida Division of Emergency Management (FDEM), and City of Pensacola local match.

PRIOR ACTION:

None

FUNDING:

Budget: \$149,481.20 Natural Disaster Fund

Actual: \$102,101.00 Contract Amount
20,420.20 Contingency
26,960.00 Architectural & Engineering Costs
\$149,481.20 Total Estimated Cost of Project

FINANCIAL IMPACT:

Funding for this project will come from the Natural Disaster Fund with reimbursement being received from the FEMA, FDEM, and City of Pensacola local match.

CITY ATTORNEY REVIEW: Yes

3/11/2021

STAFF CONTACT:

Keith Wilkins, City Administrator

Kerrith Fiddler, Deputy City Administrator - Community Development

Brian Cooper, Parks and Recreation Director

ATTACHMENTS:

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

PRESENTATION: No

TABULATION OF BIDS

BID NO: 21-014

TITLE: ROGER SCOTT TENNIS CENTER REPAIRS - HURRICANE SALLY

SUBMITTALS DUE:

February 23, 2021, 2:30 P.M.

HARRIS-INMAN

CONSTRUCTION

DEPARTMENT:

Parks & Recreation

Gulf Breeze, FL

Base Bid

\$102,101.00

Opening Date: 02/23/21

Bid No.: 21-014

FINAL VENDOR REFERENCE LIST
ROGER SCOTT TENNIS CENTER REPAIRS - HURRICANE SALLY
DEPARTMENT

Vendor	Name	Address	City	St	Zip Code	SMWBE
004632	A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	
058304	ADS INC	2762 GRAND BAY COURT	NAVARRE	FL	32566	
067544	AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
077498	ALL PHASE CONSTRUCTION OF NW FL LLC	5340 BRIGHT MEADOW RD	MILTON	FL	32570	Y
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	
071765	ATLAS BUILDERS GROUP	4366 AVALON BLVD	MILTON	FL	32583	
069786	BEAR GENERAL CONTRACTORS LLC	2803 E CERVANTES ST STE C	PENSACOLA	FL	32503	
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
038068	BIGGS GREEN CONSTRUCTION SERVICES INC	PO BOX 1552	PENSACOLA	FL	32591	Y
053457	BIRKSHIRE JOHNSTONE LLC	507 E FAIRFIELD DR	PENSACOLA	FL	32503	Y
065013	BKW INC	8132 PITTMAN AVE	PENSACOLA	FL	32534	Y
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
022856	BROWN CONSTRUCTN OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
041140	CAMPBELL SAND & GRAVEL	930 CAMPBELL RD	CENTURY	FL	32535	
042045	CHIVERS CONSTRUCTION INC	1795 DETROIT BLVD	PENSACOLA	FL	32534	Y
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	Y
072480	CLMJPW TENNIS LLC	411 W BRAINERD	PENSACOLA	FL	32501	
057454	COASTAL PILE DRIVING INC	2201 VALLEY ESCONDIDO DRIVE	PENSACOLA	FL	32526	
045454	COASTLINE STRIPING INC	8840 FOWLER AVENUE	PENSACOLA	FL	32534	
036146	CRONIN CONSTRUCTION INC	99 S ALCANIZ ST SUITE A	PENSACOLA	FL	32502	Y
070475	CRUZ, SHAWN C DBA COASTAL PROPERTY PREPARATION LLC	5700 ALMAX COURT	PENSACOLA	FL	32506	
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	Y
070603	D+B BUILDERS	670 MOLINO ROAD	MOLINO	FL	32577	
007055	DAVIS MARINE CONSTRUCTION INC	8160 ASHLAND AVENUE	PENSACOLA	FL	32534	Y
062631	DOMINGUEZ DESIGN BUILD INC	4340 DEVEREUX DRIVE	PENSACOLA	FL	32504	Y
057580	DONALD M COOKSEY INC DBA ARROWHEAD ENTERPRISES	P O BOX1098	HAVANA	FL	32333	
065871	ECSC LLC	8400 LITTLE JOHN JUNCTION	NAVARRE	FL	32566	Y
072705	EVAN CHASE CONSTRUCTION INC	2991 SOUTH HIGHWAY 29	CANTONMENT	FL	32533	Y
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
072479	EVOLUTION TENNIS INC	1321 GARFIELD STREET	HOLLYWOOD	FL	33019	
055177	FLORIDA CONCRETE CONCEPTS INC	4432 ALANTHUS STREET	MILTON	FL	32583	
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
058714	GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW ROAD	MILTON	FL	32583	Y
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	Y
069565	GULF COAST INDUSTRIAL CONSTRUCTION LLC	12196 HWY 89	JAY	FL	32565	Y
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
072481	GULF COAST TENNIS GROUP LLC	1249 E FISHER STREET	PENSACOLA	FL	32503	
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	

Opening Date: 02/23/21

Bid No.: 21-014

FINAL VENDOR REFERENCE LIST
ROGER SCOTT TENNIS CENTER REPAIRS - HURRICANE SALLY
DEPARTMENT

Vendor	Name	Address	City	St	Zip Code	SMWBE
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	
080650	HARRIS INMAN CONSTRUCTN CO INC	3583 LAGUNA COURT	GULF BREEZE	FL	32563	
044713	HENRY HAIRE BUILDING & DEVELOPMENT INC	6341 HIGHWAY 90 STE B	MILTON	FL	32570	
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y
042677	IRBY ENGINEERING & CONST INC	94 E GARDEN ST	PENSACOLA	FL	32502	Y
053163	J2 ENGINEERING INC	2101 WEST GARDEN STREET	PENSACOLA	FL	32502	
071564	JOSEPH BRIDGES DBA JOE'S LINE UP	222 EHRMANN ST	PENSACOLA	FL	32507	
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
055178	MCLEAN, JOHN R DBA MCLEAN TENNIS INC	1747 WOODVILLE HWY	CRAWFORDVILLE	FL	32327	
079212	NETTING PROFESSIONALS LLC	PO BOX 17183	FERNANDINA BEACH	FL	32035	
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
001823	NWF CONTRACTORS INC	P O BOX 1718	FORT WALTON BEACH	FL	32549	
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
003956	PENSA CONCRETE CONSTR CO INC	P O BOX 2787	PENSACOLA	FL	32513	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	Y
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	Y
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	Y
023275	SOUTHERN PARK & PLAY SYSTEMS I	694 ATLANTIS ROAD SUITE 7	MELBOURNE	FL	32904	
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
080652	SPORT SURFACE PROS LLC	736 N WESTERN AVE UNIT 149	LAKE FOREST	IL	60045	
020005	SPORTS AND MORE INC	5222 NORTH W STREET STE J	PENSACOLA	FL	32505	
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	Y
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	Y
023410	WELCH TENNIS COURTS INC	4501 OLD US HIGHWAY 41 SOUTH	SUN CITY	FL	33586	
021725	WHITESELL-GREEN INC	P O BOX 2849	PENSACOLA	FL	32513	
044543	WILLIAM ROBERT KELLER, COURTS BY WILLIAM KELLER INC		NAVARRE BEACH	FL	32566	
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 77



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00270

City Council

3/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jared Moore

SUBJECT:

APPOINTMENTS - PARKS AND RECREATION BOARD

RECOMMENDATION:

That City Council reappoint Alejandra Escobar-Ryan, Rand Hicks, and Michael C. Wolf to the Parks and Recreation Board for a term of three (3) years, expiring March 31, 2024.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Parks and Recreation Board shall advise and make recommendations to the City Council and shall advise the Mayor's office via the Director of Neighborhood Services on matters concerning the establishment, maintenance and operation of parks within the city. The board shall provide input on master plan updates and improvements, and policy development for the use of recreational facilities.

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

Nominee

Nominated by

Alejandra Escobar-Ryan	Incumbent
Rand Hicks	Incumbent
Michael C. Wolf	Incumbent

PRIOR ACTION:

City Council makes appointments to this board annually.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Member List
- 2) Application of Interest - Alejandra Escobar-Ryan
- 3) Application of Interest - Rand Hicks
- 4) Application of Interest - Michael C. Wolf
- 5) Ballot

PRESENTATION: No

Parks and Recreation Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Bruni, Antonio		Council	0	2020	3/31/2022	4/11/2019	3	
Del Gallo, David	Building Contractor	Council	0	2020	3/31/2022	4/11/2019	3	
Escobar-Ryan, Alejandra		Council	0	2020	3/31/2021	4/11/2019	3	
Garza, Gabriela		Council	0	2020	3/31/2022	4/11/2019	3	
Harrison, Leah		Council	0	2020	3/31/2023	4/11/2019	3	
Hicks, Rand		Council	1	2020	3/31/2021	3/12/2015	3	
Jacquay, Jarah		Council	0	2020	3/31/2023	4/23/2020	3	
Sword, Maranda	Business owner	Council	1	2020	3/31/2022	1/15/2015	3	
Wolf, Michael C.	Landscape Architect	Council	0	2020	3/31/2021	4/23/2020	3	

Term Length: THREE YEAR TERMS

- Ord 18-12 Increased the number of members to nine (9) to ensure equal representation
- Ord. 06-10 - Amended name of board, number of members, terms and appointing body .

COMPOSED OF NINE (9) MEMBERS APPOINTED BY CITY COUNCIL. NO RESIDENCY OR QUALIFICATION REQUIREMENTS.

The Parks and Recreation Board shall advise and make recommendations to the city Council and shall advise the mayor's office via the Director of Neighborhood Services on matters concerning the establishment, maintenance and operation of parks with in the city. The board shall provide input on master plan updates and improvements, and policy development for the use of recreational facilities

Ericka Burnett

From: noreply@civicplus.com
Sent: Thursday, February 11, 2021 6:14 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

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

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

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

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

(Section Break)

Personal Information

Name	Alejandra Escobar-Ryan
------	------------------------

Home Address	2430 CONNELL DR PENSACOLA, FL 32503
--------------	--

Business Address	Field not completed.
------------------	----------------------

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

Preferred Contact Phone Number(s)	6142822076
-----------------------------------	------------

Email Address	alejandraeryan@gmail.com
---------------	--

Upload Resume (optional)	Field not completed.
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(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 4

If yes, how long have you been a City resident? 7 yrs

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Parks and Recreation

Please list the reasons for your interest in this position: As an active community member and mother of two children, my family and I constantly enjoy the local parks and recreational programs offered by the city. My interest in keep participating in this board is to contribute to the vision of the city of Pensacola on how to build innovative parks and create quality programs that meet the needs of citizens.

Do you currently serve on a board? Yes

If yes, which board(s)? Parks and Recreation

Do you currently hold a public office? No

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

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

(Section Break)

Diversity

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

Gender Female

Race Hispanic-American

Physically Disabled No

(Section Break)

Acknowledgement of I accept these terms.
Terms

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

Ericka Burnett

From: noreply@civicplus.com
Sent: Thursday, February 11, 2021 9:19 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

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(Section Break)

Personal Information

Name	Rand Hicks
Home Address	221 Clematis Street Pensacola FL 32503
Business Address	Field not completed.
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	850-293-1859
Email Address	randhicks@me.com
Upload Resume (optional)	Field not completed.

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 2

If yes, how long have you been a City resident? Since 1955

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Parks & Recreation

Please list the reasons for your interest in this position: If welcome, I would continue to encourage P&R's efforts to offer Pensacola the best venues, facilities, and activities to improve neighborhood health, increase community joy, and build civic connection.

Do you currently serve on a board? Yes

If yes, which board(s)? Parks & Recreation

Do you currently hold a public office? No

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

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

(Section Break)

Diversity

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

Gender Male

Race Caucasian

Physically Disabled No

(Section Break)

Acknowledgement of
Terms

I accept these terms.

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

Ericka Burnett

From: noreply@civicplus.com
Sent: Wednesday, February 10, 2021 3:39 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

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(Section Break)

Personal Information

Name	Michael Carlile Wolf
------	----------------------

Home Address	4539 Oak Orchard Circle
--------------	-------------------------

Business Address	Field not completed.
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To which address do you prefer we send correspondence regarding this application?	Home
---	------

Preferred Contact Phone Number(s)	8506980056
-----------------------------------	------------

Email Address	Mike.wolfriddleassociates@gmail.com
---------------	--

Upload Resume (optional)	Field not completed.
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(Section Break)

Details

Are you a City resident? No

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

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

Do you own property within the City limits? Yes

Are you a registered voter in the city? No

Board(s) of interest: Parks and Recreation Board

Please list the reasons for your interest in this position: Interested in being a steward for the parks

Do you currently serve on a board? Yes

If yes, which board(s)? Parks and Recreation Board

Do you currently hold a public office? No

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

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

(Section Break)

Diversity

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

Gender Male

Race Caucasian

Physically Disabled No

(Section Break)

Acknowledgement of Terms I accept these terms.

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

Ballot – **Parks and Recreation Board**

March 25, 2021

Three year term expiring March 31, 2024

Member

_____ Alejandra Escobar-Ryan

_____ Rand Hicks

_____ Michael C. Wolf

Vote for Three

Signed: _____
Council Member



Memorandum

File #: 21-00282

City Council

3/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jared Moore

SUBJECT:

APPOINTMENT - WESTSIDE COMMUNITY REDEVELOPMENT BOARD

RECOMMENDATION:

That City Council reappoint Jimmie Perkins to the Westside Community Redevelopment Board who is either a redevelopment area resident, member of an area neighborhood association or owner or operator of a business located in the redevelopment area, to a three year term expiring January 31, 2024.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

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

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

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

The following is an incumbent that wishes to be considered for reappointment:

Nominee

Nominated by

Jimmie Perkins Incumbent

PRIOR ACTION:

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

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Member List
- 2) Application of Interest - Jimmie Perkins
- 3) Ballot

PRESENTATION: No

Westside Community Redevelopment Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Baker, Rev. Norman L.	Area Pastor	Council	1	2020	1/31/2023	4/12/2018	3	
Baldwin, Sr., Doug	Area Business Owner	Council	1	2020	1/31/2023	7/13/2017	3	
Davis (Pastor), C. Marcel	Area Pastor	Council	2	2020	1/31/2023	1/15/2015	3	
Gulley, James L.	Area Resident	Council	2	2020	1/31/2023	1/15/2015	3	
Perkins, Jimmie	Area Resident	Council	0	2020	1/31/2021	7/18/2019	3	
VACANT, VACANT	Area Resident	Council	1	2020	1/31/2021	1/15/2015	3	
Wiggins, Delarian	Council Member Rep	Council	0	2020	11/30/2022	12/10/2020	2	

Term Length: Three (3) Years

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



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 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: Jimmie Perkins Email Address: _____

Home Address: 1720 W. TENTH AVE Work Address: SAME

Preferred Contact Phone Number(s): 850 375 4713

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? 78 years
Circle one

Do you own property within the City limits? yes Are you a registered voter in the City of Pensacola? ☒ Yes ☐ No

Board (s) of interest: _____

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

TO SERVED THE NEEDS OF THE PEOPLE OF PENSACOLA

Are you currently on a City board, authority, or commission? yes yes, which board? Redevelopment 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:

☒ African-American ☐ Caucasian
☐ Asian-American ☐ Other
☐ Hispanic-American

GENDER:

☒ Male
☐ Female

PHYSICALLY DISABLED:

☐ Yes
☒ No

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 Jimmie Perkins Date 2-10-21

THANK YOU FOR YOUR WILLINGNESS TO SERVE,

Ballot – Westside Community Redevelopment Board

March 25, 2021

Three year term ending January 31, 2024

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

_____ Jimmie Perkins

Vote for One

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00297

City Council

3/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jared Moore

SUBJECT:

REASSIGNMENT OF COUNCIL MEMBERS TO EXTERNAL BOARDS, COMMISSIONS & AUTHORITIES FOR COUNCIL TERM 2020-2022

RECOMMENDATION:

That City Council remove Council Member Myers from the Pensacola Escambia Development Commission (PEDC) and the Transportation Planning Organization (TPO). Further the Council assign Council Member Broughton to the PEDC and Councilman Jones to the TPO.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Due to a conflict, Council Member Myers will be unable to represent the City on the PEDC and the TPO; she has submitted her resignation from each and Council Member Broughton and Council Member Jones have agreed to serve, respectively.

PRIOR ACTION:

December 10, 2020 - City Council approved assignments to external boards, commissions and authorities for Council term 2020-2022.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00272

City Council

3/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

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

RECOMMENDATION:

That City Council extend Ordinance No. 15-20 requiring the mandatory wearing of face coverings in businesses within the City Limits until April 22, 2021.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

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

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

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

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

PRIOR ACTION:

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

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

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

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

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

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

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

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

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

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

February 25, 2021 - City Council extended Ord. 15-20 until March 25, 2021.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Ordinance No. 15-20

PRESENTATION: No

PROPOSED
ORDINANCE NO. 36-20

ORDINANCE NO. 15-20

AN ORDINANCE
TO BE ENTITLED:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

SECTION 2. Definitions.

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

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

SECTION 3. Mandatory requirements.

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

SECTION 4. Exceptions.

This Emergency Ordinance shall not apply to:

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

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

SECTION 5. Enforcement.

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

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

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

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

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

Adopted: June 30, 2020

Approved: Jewel Cannella-Wynne
President of City Council

Attest:

Debra L. Burnett
City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2021-16

City Council

3/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jared Moore

SUBJECT:

RESOLUTION NO. 2021-16 - CITY COUNCIL ENCOURAGES THE WEARING OF FACE COVERINGS WITHIN PUBLIC SETTINGS AND BUSINESSES WITHIN THE CITY.

RECOMMENDATION:

That City Council adopt Resolution No. 2021-16:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA ENCOURAGING THE WEARING OF FACE COVERINGS IN PUBLIC SETTINGS AND WITHIN BUSINESSES WITHIN THE CITY OF PENSACOLA; AND PROVIDING AN EFFECTIVE DATE

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

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

In September of 2020, Governor DeSantis issued Executive Order No. 20-244 which, in part, suspended the collection of fines and penalties associated with COVID-19 enforced upon individuals. In March of 2021, the Governor issued Executive Order 21-65 which remitted any fines imposed between March 1, 2020 and March 10, 2021, by any political subdivision of Florida related to local government COVID-19 restrictions for individuals and businesses alike.

While the numbers for daily hospitalizations have fallen recently and the enforcement of a mandate has been called into question, there still remains the need for a continued vigilance in protecting the citizenry during potential subsequent waves and spikes of infection. While practicing CDC guidelines in order to help prevent the spread of COVID-19, the CDC recommends the wearing of masks in public settings around people who don't live in your household and when you are unable to stay 6 feet away from others. Masks help stop the spread of COVID-19 to others. This Resolution expresses the City Council's desire to encourage the continued wearing of face coverings in public settings and businesses.

PRIOR ACTION:

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

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

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

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

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

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

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

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

September 25, 2020 - Governor Ron DeSantis issued executive Order No. 20-244 , suspending the collection of fines and penalties associated with COVID-19 enforced upon individuals

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

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

February 25, 2021 - City Council extended Ord. 15-20 until March 25, 2021.

March 10, 2021 - Governor Ron DeSantis issued Executive Order No. 21-65 - Clemency Order Regarding Remission of Fines.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Resolution No. 2021-16

PRESENTATION: No

RESOLUTION
NO. 2021-16

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA ENCOURAGING THE WEARING OF FACE COVERINGS IN PUBLIC SETTINGS AND WITHIN BUSINESSES WITHIN THE CITY OF PENSACOLA; AND PROVIDING AN EFFECTIVE DATE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, encouraging the continued use of face covering requirements along with immunizations will assist in the slowing of the spread of COVID-19; and

WHEREAS, the City Council specifically finds that the continued wearing of face coverings serves the health, safety and welfare of the citizens;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. The City Council of the City of Pensacola encourages the citizens and visitors to wear face coverings when in public settings and businesses where social distancing of six feet is not possible or achievable.

SECTION 2. 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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00264

City Council

3/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

FIRST ADDENDUM TO THE PARTIAL ASSIGNMENT TO VALENCIA DEVELOPMENT CORPORATION OF THE OPTION AGREEMENT BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES, LLP

RECOMMENDATION:

That City Council authorize the Mayor to execute the First Addendum to the Partial Assignment to Valencia Development Corporation of the Option Agreement between the City of Pensacola and Studer Properties, LLP.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On October 1, 2018, Studer Properties, LLP ("Studer Properties") entered into an Option Agreement with the City of Pensacola whereby the City granted to Studer Properties the exclusive right to develop and lease vacant parcels at the Community Maritime Park. Later, an Addendum dated April 1, 2020, was agreed to by the parties whereby the option agreement was extended through March 31, 2021.

On October 9, 2020, Studer Properties, the City, and Valencia entered into a Partial Assignment of the Studer Option Agreement, expiring on March 31, 2021 (the "Valencia Option Agreement").

The purpose of the Valencia Option Agreement is to provide for the development of Parcel 7 in a manner consistent with the 2010 City of Pensacola Community Redevelopment Agency Plan and all applicable statutes, ordinances, and regulations and to provide for the development of the western side of downtown in a cohesive way.

The City and Valencia desire to extend the term of the Valencia Option Agreement for an additional six months through midnight of September 30, 2021, to allow the parties to complete their negotiations regarding a revised option agreement and ground lease.

PRIOR ACTION:

October 11, 2018 - City Council authorized the Mayor to execute an option agreement with Studer

Properties, LLP through the Direct Negotiation Option for lots 3, 4, 5, 6, 7,8, and 9 of the CMP.

March 26, 2020 - City Council authorized the Mayor to execute an addendum to the Option Agreement between the City of Pensacola and Studer Properties, LLP extending the Option Term twelve (12) months to March 31, 2021.

October 9, 2020 - Studer Properties, the City, and Valencia entered into a Partial Assignment of the Studer Option Agreement, expiring on March 31, 2021 (the "Valencia Option Agreement").

FUNDING:

N/A

FINANCIAL IMPACT:

The City has been paid by Valencia \$4,968.88 to date and will continue to be paid by Valencia the monthly amount of \$1,327.89. Monthly payments received in the past and that will be received in the future during the addendum period (April 1, 2021 - September 30, 2021) will be used solely to defray the City's costs negotiating with the three Developers (Valencia, Silver Hills, and Inspired). The remainder will be used to pay for capital maintenance repairs on the stadium to the extent that any amount of the option payments remain.

CITY ATTORNEY REVIEW: Yes

3/11/2021

STAFF CONTACT:

Keith Wilkins, City Administrator

ATTACHMENTS:

- 1) First addendum to the partial assignment to Valencia Development Corporation of the option agreement between the City of Pensacola and Studer Properties, LLP

PRESENTATION: No

**FIRST ADDENDUM TO THE PARTIAL ASSIGNMENT
TO SILVER HILLS DEVELOPMENT, INC.
OF THE OPTION AGREEMENT BETWEEN
THE CITY OF PENSACOLA AND STUDER PROPERTIES, LLP**

This **FIRST ADDENDUM TO THE PARTIAL ASSIGNMENT AND ASSUMPTION OF THE OPTION AGREEMENT** (this “**First Addendum**”), dated as of April 1, 2021 (the “**Effective Date**”), is entered into between the **CITY OF PENSACOLA, a Florida municipal corporation**, 222 West Main Street, Pensacola, Florida 32502 (“**City**”), and **SILVER HILLS DEVELOPMENT, INC., an Ohio corporation**, 72 Wychwood Drive, Moreland Hills, Ohio 44022 (“**Silver Hills**”). City, Silver Hills, and their successors are each a “Party,” and collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, City and Studer Properties, LLP (“**Studer Properties**”) entered into an Option Agreement dated October 1, 2018, with an Addendum dated April 1, 2020, (collectively, the “**Studer Option Agreement**”), whereby City granted to Studer Properties the exclusive right to develop and lease vacant parcels at the Community Maritime Park more particularly described in Exhibit A to the Option Agreement (referred to hereinafter individually as a “**Parcel**” and collectively as the “**Parcels**”) subject to terms and conditions set forth in the Studer Option Agreement; and

WHEREAS, City, Studer Properties, and Silver Hills entered into a Partial Assignment of the Studer Option Agreement on October 9, 2020, expiring on March 31, 2021 (the “**Silver Hills Option Agreement**”); and

WHEREAS, the purpose of the Silver Hills Option Agreement is to provide for the development of one of the Parcels in a manner consistent with the 2010 City of Pensacola Community Redevelopment Agency Plan and all applicable statutes, ordinances, and regulations, and to provide for the development of the western side of downtown in a cohesive way; and

WHEREAS, City and Silver Hills understand and agree that the City and Silver Hills will negotiate in good faith revisions to the Silver Hills Option Agreement and a ground lease agreement; and

WHEREAS, Silver Hills understands and agrees that approval of any renegotiated option agreement, renegotiated ground lease, and development of Parcels 4 and 5 is contingent upon the approval of the City Council in its sole and complete discretion; and

WHEREAS, City and Silver Hills desire to extend the term of the Silver Hills Option Agreement.

NOW, THEREFORE, in consideration of the payments made by Silver Hills pursuant to the Silver Hills Option Agreement and the other mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated by reference.
2. Term. The Option Term, as that term is used in the Studer Option Agreement and the Silver Hills Option Agreement, is extended for six months, so that the Option Term automatically expires at midnight on September 30, 2021 unless duly extended, exercised, or sooner terminated as provided in the Silver Hills Option Agreement. Additionally, the Option Termination Date as that term is used in the Studer Option Agreement and the Silver Hills Option Agreement is modified to mean midnight on September 30, 2021.
3. No Other Revisions to the Silver Hills Option Agreement. Except as expressly set forth above, none of the terms and conditions of this First Addendum shall be deemed to modify or amend any of the terms and conditions of the Silver Hills Option Agreement, and the Silver Hills Option Agreement, as amended by this First Addendum to the Partial Assignment to Silver Hills Development Corporation of the Option Agreement Between the City of Pensacola and Studer Properties, LLP, shall remain in full force and effect during the term of this First Addendum.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF PENSACOLA
a Florida municipal corporation

By: _____
Grover C. Robinson, IV, Mayor

Date signed: _____, 2021

(AFFIX CITY SEAL)

Attest:

Ericka L. Burnett, City Clerk

Signed, sealed and delivered in the presence of:

Print Name: _____

Print Name: _____

Legal in form and valid as drawn:

Approved as to content:

Susan A. Woolf, City Attorney

Print Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Grover C. Robinson, IV, the Mayor of City of Pensacola, a Florida municipal corporation, on behalf of said municipal corporation, who () is personally known to me or () has produced a driver's license as identification.

NOTARY PUBLIC

[SEAL]

[Signature page to First Addendum between City of Pensacola and Silver Hills Development, Inc.]

SILVER HILLS DEVELOPMENT, INC.

Print: _____

By: _____

Print name: _____

Print: _____

Its: _____

Date signed: _____, 2021

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of SILVER HILLS DEVELOPMENT, INC., an Ohio corporation, who () is personally known to me or () has produced a driver's license as identification.

NOTARY PUBLIC

[SEAL]

[Signature page to First Addendum between City of Pensacola and Silver Hills Development, Inc.]



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00299

City Council

3/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

FIRST ADDENDUM TO THE PARTIAL ASSIGNMENT TO INSPIRED COMMUNITIES OF FLORIDA, LLC, OF THE OPTION AGREEMENT BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES, LLP

RECOMMENDATION:

That City Council authorize the Mayor to execute the First Addendum to the Partial Assignment to Inspired Communities of Florida, LLC, of the Option Agreement between the City of Pensacola and Studer Properties, LLP.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On October 1, 2018, Studer Properties, LLP ("Studer Properties") entered into an Option Agreement with the City of Pensacola whereby the City granted to Studer Properties the exclusive right to develop and lease vacant parcels at the Community Maritime Park. Later, an Addendum dated April 1, 2020, was agreed to by the parties whereby the option agreement was extended through March 31, 2021.

On October 9, 2020, Studer Properties, the City, and Inspired Communities of Florida, LLC entered into a Partial Assignment of the Studer Option Agreement, expiring on March 31, 2021 (the "Inspired Communities of Florida, LLC, Option Agreement").

The purpose of the Inspired Communities of Florida, LLC, Option Agreement is to provide for the development of Parcels 3, 6, 8, and 9 in a manner consistent with the 2010 City of Pensacola Community Redevelopment Agency Plan and all applicable statutes, ordinances, and regulations, and to provide for the development of the western side of downtown in a cohesive way.

The City and Inspired Communities of Florida, LLC desire to extend the term of the Inspired Communities of Florida, LLC Option Agreement for an additional six months through midnight of September 30, 2021, in order to allow time for the parties to complete their negotiations regarding a revised option agreement and ground lease. If at the end of the 6 months extension the parties are negotiating in good faith and the payments are current, an automatic 45-day extension will be granted.

PRIOR ACTION:

October 1, 2018 - City Council authorized the Mayor to execute an option agreement with Studer Properties, LLP through the Direct Negotiation Option for lots 3, 4, 5, 6, 7, 8, and 9 of the CMP.

March 26, 2020 - City Council authorized the Mayor to execute an addendum to the Option Agreement between the City of Pensacola and Studer Properties, LLP extending the Option Term twelve (12) months to March 31, 2021.

October 9, 2020 - Studer Properties, the City, and Inspired Communities of Florida, LLC entered into a Partial Assignment of the Studer Option Agreement, expiring on March 31, 2021 (the "Inspired Communities of Florida, LLC Option Agreement").

FUNDING:

N/A

FINANCIAL IMPACT:

Under the Inspired Communities of Florida, LLC, Option Agreement, Inspired is required to pay the City \$15,722.62 through March 31, 2020. Under the addendum, Inspired will continue to pay a monthly amount of \$2,738.21 through September 30, 2021. Monthly payments due under the Option Agreement and those that will be received in the future during the addendum period (April 1, 2021 - September 30, 2021) will be used solely to defray the City's costs negotiating with the three Developers (Valencia, Silver Hills, and Inspired). To the extent that any amount of the option payments remain, the remainder will be used to pay for capital maintenance repairs on the stadium. In addition, Inspired will receive a rent credit equal to any payments made under the option agreement and the addendum.

CITY ATTORNEY REVIEW: Yes

3/16/2021

STAFF CONTACT:

Keith Wilkins, City Administrator

ATTACHMENTS:

- 1) First Addendum to the Partial Assignment to Inspired Communities of Florida, LLC Development Corporation of the Option Agreement Between the City of Pensacola and Studer Properties, LLP

PRESENTATION: No

**FIRST ADDENDUM TO THE
PARTIAL ASSIGNMENT TO INSPIRED COMMUNITIES OF FLORIDA, LLC, OF THE
OPTION AGREEMENT
BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES, LLP**

This **FIRST ADDENDUM TO THE PARTIAL ASSIGNMENT AND ASSUMPTION OF THE OPTION AGREEMENT** (this “**First Addendum**”), dated as of April 1, 2021 (the “**Effective Date**”), is entered into between the **CITY OF PENSACOLA, a Florida municipal corporation**, 222 West Main Street, Pensacola, Florida 32502 (“**City**”), and **INSPIRED COMMUNITIES OF FLORIDA, LLC, a Florida limited liability corporation**, 223 W. Gregory Street, Pensacola, Florida 32502 (“**Inspired**”). City, Inspired, and their successors are each a “Party,” and collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, City and Studer Properties, LLP (“**Studer Properties**”) entered into an Option Agreement dated October 1, 2018, with an Addendum dated April 1, 2020, (collectively, the “**Studer Option Agreement**”), whereby City granted to Studer Properties the exclusive right to develop and lease vacant parcels at the Community Maritime Park more particularly described in Exhibit A to the Option Agreement (referred to hereinafter individually as a “**Parcel**” and collectively as the “**Parcels**”) subject to terms and conditions set forth in the Studer Option Agreement; and

WHEREAS, City, Studer Properties, and Inspired entered into a Partial Assignment of the Studer Option Agreement on October 9, 2020, expiring on March 31, 2021 (the “**Inspired Option Agreement**”); and

WHEREAS, the purpose of the Inspired Option Agreement is to provide for the development of one of the Parcels in a manner consistent with the 2010 City of Pensacola Community Redevelopment Agency Plan and all applicable statutes, ordinances, and regulations, and to provide for the development of the western side of downtown in a cohesive way; and

WHEREAS, City and Inspired understand and agree that the City and Inspired will negotiate in good faith revisions to the Inspired Option Agreement and a ground lease agreement; and

WHEREAS, Inspired understands and agrees that approval of any renegotiated option agreement, renegotiated ground lease, and development of Parcels 3, 6, 8, and 9 are contingent upon the approval of the City Council in its sole and complete discretion; and

WHEREAS, City and Inspired desire to extend the term of the Inspired Option Agreement.

NOW, THEREFORE, in consideration of the payments made by Inspired pursuant to the Inspired Option Agreement and the other mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated by reference.
2. Term. The Option Term, as that term is used in the Studer Option Agreement and the Inspired Option Agreement, is extended for six months, so that the Option Term automatically expires on September 30, 2021 unless duly extended, exercised, or sooner terminated as provided in the Inspired Option Agreement. The parties agree to negotiate in good faith, as defined by lease fee payments current by no more than 45 days outstanding and written communications of no more than 7 days aged, to reach an agreement within the Option Term, provided, however, in the event that a written agreement has not been reached between the parties prior to September 30, 2021, then either party shall have the option of further extending the Option Term for an additional forty-five (45) day period, upon delivery of written notice of such election to the other party on or before September 30, 2021. In such event, the Option Term shall automatically be extended until November 14, 2021.
3. Late Fees. Starting April 1, 2021, all Option Payments owed by Inspired that are more than 15 days in arrears shall be subject to a late fee of \$100.00/day each day until the arrearages are paid in full. Monthly payments are due in advance on the first day of each month. For purpose of this Addendum, in arrears shall mean 15 days past the date payment was due.
4. Termination for Convenience. Inspired may terminate the Inspired Option Assignment for convenience at any time prior to the expiration of the Inspired Option Agreement on September 30, 2021, by providing 30 days' written notice to the City. Upon receipt of such notice of termination, Inspired shall be relieved of all rights and responsibilities, as of the date of termination, under the Inspired Option Assignment and shall have no further interest, other than the agreement responsibilities prior to termination, in the Property or the Inspired Option Assignment to which it pertains. The City shall be responsible for recording a Termination of Partial Assignment in the official records of Escambia County, Florida
5. No Other Revisions to the Inspired Option Agreement. Except as expressly set forth above, none of the terms and conditions of this First Addendum shall be deemed to modify or amend any of the terms and conditions of the Inspired Option Agreement, and the Inspired Option Agreement, as amended by this First Addendum to the Partial Assignment to Inspired Development Corporation of the Option Agreement Between the City of Pensacola and Studer Properties, LLP, shall remain in full force and effect during the term of this First Addendum.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF PENSACOLA
a Florida municipal corporation

By: _____
Grover C. Robinson, IV, Mayor

Date signed: _____, 2021

(AFFIX CITY SEAL)

Attest:

Ericka L. Burnett, City Clerk

Signed, sealed and delivered in the presence of:

Print Name: _____

Print Name: _____

Legal in form and valid as drawn:

Approved as to content:

Susan A. Woolf, City Attorney

Print Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Grover C. Robinson, IV, the Mayor of City of Pensacola, a Florida municipal corporation, on behalf of said municipal corporation, who () is personally known to me or () has produced a driver's license as identification.

NOTARY PUBLIC

[SEAL]

[Signature page to First Addendum between City of Pensacola and Inspired Development Corp.]

INSPIRED COMMUNITIES OF FLORIDA, LLC

Print: _____

By: _____

Print name: _____

Print: _____

Its: _____

Date signed: _____, 2021Ex

STATE OF NEW YORK

COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of INSPIRED COMMUNITIES OF FLORIDA, LLC, a Florida limited liability company, who () is personally known to me or () has produced a driver's license as identification.

[SEAL]

NOTARY PUBLIC

[Signature page to First Addendum between City of Pensacola and Inspired Communities of Florida, LLC]



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00298

City Council

3/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

FIRST ADDENDUM TO THE PARTIAL ASSIGNMENT TO SILVER HILLS DEVELOPMENT, INC., OF THE OPTION AGREEMENT BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES, LLP

RECOMMENDATION:

That City Council authorize the Mayor to execute the First Addendum to the Partial Assignment to Silver Hills Development, Inc., of the Option Agreement between the City of Pensacola and Studer Properties, LLP.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On October 1, 2018, Studer Properties, LLP ("Studer Properties") entered into an Option Agreement with the City of Pensacola whereby the City granted to Studer Properties the exclusive right to develop and lease vacant parcels at the Community Maritime Park. Later, an Addendum dated April 1, 2020, was agreed to by the parties whereby the option agreement was extended through March 31, 2021.

On October 9, 2020, Studer Properties, the City, and Silver Hills Development, Inc. entered into a Partial Assignment of the Studer Option Agreement, expiring on March 31, 2021 (the "Silver Hills Development, Inc., Option Agreement").

The purpose of the Silver Hills Development, Inc., Option Agreement is to provide for the development of Parcels 4 and 5 in a manner consistent with the 2010 City of Pensacola Community Redevelopment Agency Plan and all applicable statutes, ordinances, and regulations, and to provide for the development of the western side of downtown in a cohesive way.

The City and Silver Hills Development, Inc. desire to extend the term of the Silver Hills Development, Inc. Option Agreement for an additional six months through midnight of September 30, 2021, in order to allow time for the parties to complete their negotiations regarding a revised option agreement and ground lease.

PRIOR ACTION:

October 1, 2018 - City Council authorized the Mayor to execute an option agreement with Studer Properties, LLP through the Direct Negotiation Option for lots 3, 4, 5, 6, 7, 8, and 9 of the CMP.

March 26, 2020 - City Council authorized the Mayor to execute an addendum to the Option Agreement between the City of Pensacola and Studer Properties, LLP extending the Option Term twelve (12) months to March 31, 2021.

October 9, 2020 - Studer Properties, the City, and Silver Hills Development, Inc. entered into a Partial Assignment of the Studer Option Agreement, expiring on March 31, 2021 (the "Silver Hills Development, Inc. Option Agreement").

FUNDING:

N/A

FINANCIAL IMPACT:

Under the Silver Hills Development, Inc., Option Agreement, Silver Hills is required to pay the City \$19,981.94 through March 31, 2020. Under the addendum, Silver Hills will continue to pay a monthly amount of \$3,480.00 through September 30, 2021. Monthly payments due under the Option Agreement and those that will be received in the future during the addendum period (April 1, 2021 - September 30, 2021) will be used solely to defray the City's costs negotiating with the three Developers (Valencia, Silver Hills, and Inspired). To the extent that any amount of the option payments remain, the remainder will be used to pay for capital maintenance repairs on the stadium. In addition, Silver Hills will receive a rent credit equal to any payments made under the option agreement and the addendum.

CITY ATTORNEY REVIEW: Yes

3/16/2021

STAFF CONTACT:

Keith Wilkins, City Administrator

ATTACHMENTS:

- 1) First Addendum to the Partial Assignment to Silver Hills Development, Inc. Development Corporation of the Option Agreement Between the City of Pensacola and Studer Properties, LLP

PRESENTATION: No

**FIRST ADDENDUM TO THE
PARTIAL ASSIGNMENT TO VALENCIA DEVELOPMENT CORPORATION OF THE
OPTION AGREEMENT
BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES, LLP**

This **FIRST ADDENDUM TO THE PARTIAL ASSIGNMENT AND ASSUMPTION OF THE OPTION AGREEMENT** (this “**First Addendum**”), dated as of April 1, 2021 (the “**Effective Date**”), is entered into between the **CITY OF PENSACOLA, a Florida municipal corporation**, 222 West Main Street, Pensacola, Florida 32502 (“**City**”), and **VALENCIA DEVELOPMENT CORPORATION, a Texas corporation**, 4400 Post Oak Parkway, Suite 2800, Houston, Texas 77027 (“**Valencia**”). City, Valencia, and their successors are each a “Party,” and collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, City and Studer Properties, LLP (“**Studer Properties**”) entered into an Option Agreement dated October 1, 2018, with an Addendum dated April 1, 2020, (collectively, the “**Studer Option Agreement**”), whereby City granted to Studer Properties the exclusive right to develop and lease vacant parcels at the Community Maritime Park more particularly described in Exhibit A to the Option Agreement (referred to hereinafter individually as a “**Parcel**” and collectively as the “**Parcels**”) subject to terms and conditions set forth in the Studer Option Agreement; and

WHEREAS, City, Studer Properties, and Valencia entered into a Partial Assignment of the Studer Option Agreement on October 9, 2020, expiring on March 31, 2021 (the “**Valencia Option Agreement**”); and

WHEREAS, the purpose of the Valencia Option Agreement is to provide for the development of one of the Parcels in a manner consistent with the 2010 City of Pensacola Community Redevelopment Agency Plan and all applicable statutes, ordinances, and regulations, and to provide for the development of the western side of downtown in a cohesive way; and

WHEREAS, City and Valencia understand and agree that the City and Valencia will negotiate in good faith revisions to the Valencia Option Agreement and a ground lease agreement; and

WHEREAS, Valencia understands and agrees that approval of any renegotiated option agreement, renegotiated ground lease, and development of Parcel 7 is contingent upon the approval of the City Council in its sole and complete discretion; and

WHEREAS, City and Valencia desire to extend the term of the Valencia Option Agreement.

NOW, THEREFORE, in consideration of the payments made by Valencia pursuant to the Valencia Option Agreement and the other mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated by reference.
2. Term. The Option Term, as that term is used in the Studer Option Agreement and the Valencia Option Agreement, is extended for six months, so that the Option Term automatically expires at midnight on October 31, 2021 unless duly extended, exercised, or sooner terminated as provided in the Valencia Option Agreement. Additionally, the Option Termination Date as that term is used in the Studer Option Agreement and the Valencia Option Agreement is modified to mean midnight on October 31, 2021.
3. No Other Revisions to the Valencia Option Agreement. Except as expressly set forth above, none of the terms and conditions of this First Addendum shall be deemed to modify or amend any of the terms and conditions of the Valencia Option Agreement, and the Valencia Option Agreement, as amended by this First Addendum to the Partial Assignment to Valencia Development Corporation of the Option Agreement Between the City of Pensacola and Studer Properties, LLP, shall remain in full force and effect during the term of this First Addendum.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF PENSACOLA
a Florida municipal corporation

(AFFIX CITY SEAL)

By: _____
Grover C. Robinson, IV, Mayor

Date signed: _____, 2021

Attest:

Ericka L. Burnett, City Clerk

Signed, sealed and delivered in the presence of:

Print Name: _____

Print Name: _____

Legal in form and valid as drawn:

Approved as to content:

Susan A. Woolf, City Attorney

Print Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Grover C. Robinson, IV, the Mayor of City of Pensacola, a Florida municipal corporation, on behalf of said municipal corporation, who () is personally known to me or () has produced a driver's license as identification.

[SEAL]

NOTARY PUBLIC

[Signature page to First Addendum between City of Pensacola and Valencia Development Corp.]

**VALENCIA DEVELOPMENT
CORPORATION**

Print: _____

Print: _____

By: _____

Print name: _____

Its: _____

Date signed: _____, 2021

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, the _____ of VALENCIA DEVELOPMENT CORPORATION, a Texas corporation, who () is personally known to me or () has produced a driver's license as identification.

[SEAL]

NOTARY PUBLIC

[Signature page to First Addendum between City of Pensacola and Valencia Development Corp.]



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00263

City Council

3/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

LEGAL OPINION REGARDING THE MAYOR'S POLICIES REGARDING COUNCIL MEMBERS COMMUNICATING WITH MAYORAL STAFF AND COMPLIANCE WITH CITY CHARTER SECTION 4.04 - PROHIBITIONS (B) - INTERFERENCE WITH ADMINISTRATION.

RECOMMENDATION:

That City Council request a legal opinion from the City Attorney as to whether the Mayor's policies regarding Council communicating with Mayoral staff complies with Section 4.01 (b) of the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

A question arose with regards to City Council Members contacting and working with Mayoral staff; as a result of that question, Mayor Robinson responded via email as follows:

We ask all council members to work with directors. We can provide you an organization chart that shows all individuals you as a council member should work with. We will be happy to again remind both Council and directors how we expect that relationship to work.

However, directors run their departments. If they feel comfortable with their staff working with Council members, I will provide them that latitude. I still expect all communication to be shared with Senior staff and directors on the work that is occurring.

Keith, please confirm your understanding and work to again notify both directors and council. Thanks.

Grover

This email was followed up and confirmed via an email from City Administrator, Keith Wilkins as follows:

Yes our policy, reiterated here in writing, is that all Council persons may make inquiries directly

to Department Directors. Directors, at their discretion, may refer Councilpersons to subordinate staff. In all cases, Directors are to back brief their supervisors of the initiatives. Councilpersons may not direct staff. If issues are contentious, controversial or require Administration or Mayoral involvement, the Director may or shall refer the issue accordingly. The Mayor or City Administrator may alter this policy of Director access if a Councilperson is deemed by them to abuse this accessibility.

City Charter Section 4.04(b) states:

(b) Interference with Administration.

Except for the purpose of inquiries and investigations made in good faith, the City Council or Council Members shall deal with the City officers and employees, who are subject to the direction and supervision of the Mayor, solely through the Mayor. Neither the City Council nor Council Members shall give orders to any such officer or employee, either publicly or privately. It is the express intent of this Charter that recommendations for improvement of municipal governmental operations by individual Council Members be made solely to and through the Mayor.

This item seeks a legal opinion from the City Attorney seeking clarification as to compliance of policy with the City Charter.

PRIOR ACTION:

February 12 & 13, 2021 - Emails and responses regarding this issue

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: No



Memorandum

File #: 21-00266

City Council

3/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

LEGAL OPINION - REQUEST FOR A LEGAL OPINION FROM THE CITY ATTORNEY REGARDING THE CHARTER AMENDMENT PROCESS

RECOMMENDATION:

That the City Council request a legal opinion from the City Attorney seeking to determine if the second sentence in the Charter for the City of Pensacola ("Charter") Section 8.02.(b) Initiation by Petition that reads - "Each petition proposing amendments to this Charter shall be commenced in the same manner as an ordinance proposed by initiative in Article VII of this Charter." - is preempted by Section 166.031 Charter Amendments, Florida Statutes.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The first sentence of the Florida Constitution's Article VIII Local Government, Section 2 Municipalities provides that, "Municipalities may be established or abolished and their charters amended pursuant to general or special law." General and special laws are adopted by the Florida Legislature not by municipalities. The plain language meaning of the above quoted sentence appears to clearly provide that Florida voters have authorized the Florida Legislature to occupy the entire field of regulating the municipal charter amendment process.

Municipalities do not appear to have the authority to prohibit what the Florida Legislature has authorized with respect to the municipal charter amendment process. Several local examples further support this view: 1) the Charter for the City of Gulf Breeze's Section 12 Amendment to charter provides, "This section had been editorially deleted as superseded by F.S. §166.031."; 2) the Charter for the City of Fort Walton Beach does not mention the charter amendment process; and 3) the Charter for the City of Crestview provides, "The electors of the city may propose amendments to this Charter in accordance with the provisions of F.S. §166.031."

If given legal effect, the second sentence in the Charter's Section 8.02.(b) would require that charter amendments in the City of Pensacola must only be proposed using the same "manner" as the Charter prescribes for electors to propose "ordinances." Section 8.02.(c) Consistency provides - "Except as additionally provided for herein, the method for charter amendments shall be consistent

with State law." The very unusual wording of Section 8.02.(c) appears to suggest that the intent of the City Council when it approved the Charter's proposed language in 2009 was that the charter amendment process was intended to be "inconsistent" with state law.

In AGO 88-30 Amendments and Conflicting Provisions in Charter, Attorney General Robert Butterworth addressed how F.S. §166.031 adopted by the Florida Legislature in 1973, and as amended from time to time, governs the charter amendment process - "A legislative directive as to how a thing shall be done, is in effect, a prohibition against it being done in any other way. This office has previously concluded that any charter provision adopted or readopted subsequent to the effective date of the Municipal Home Rule Powers Act, Ch. 166, F.S., can only be amended in accordance with the provisions of s. 166.031, F.S." The second sentence in the Charter's Section 8.02.(b) appears to be in direct conflict with state law in at least three ways:

1. Would create three charter amendment subject matter limitations only in the City of Pensacola. The Charter's Section 7.02. Power of Initiative with respect to voter proposal of "ordinances," and that would apply also to the charter amendment process if the second sentence in Section 8.02.(b) were given legal effect, provides in part, "The electors are not empowered to propose ordinances that extend to providing an annual budget, levying taxes, or setting salaries of City officers or employees." In AGO 2002-79 Citizens' Initiatives to Amend Charter and Ordinances, Attorney General Richard Dornan advised, "I am of the opinion that a municipal charter may not limit the electors' authority to propose amendments to the charter to certain subjects." Attorney General Doran summarized, "A municipal charter may not conflict with the provisions of section 166.031, Florida Statutes, which guarantees to electors of a municipality the right to petition the municipality to amend any part or all of the municipal charter with the exception of that part describing the municipality's boundaries." The Florida Municipal Officials' Manual prepared by the Florida League of Cities advises about F.S. §166.031 and its application, "All parts of a charter may be amended except that part defining the boundaries of the city."

2. Would limit to 60 days the validity of charter amendment petition signatures only in the City of Pensacola. The Charter's Section 7.05.(d) limits the validity of a voter proposed ordinance or referendum petition signatures to 60 days from "the commencement date of the initiative or referendum proceedings." If given legal effect, Section 8.02.(b) would also apply the charter's voter-approved 60-day ordinance proposal petition signature limitation to all charter amendment petition signatures too. In AGO 98-27 Municipal Charter Amendment, Petition Signatures, Attorney General Butterworth advised, "I am of the opinion that, until this matter is legislatively or judicially clarified, it is reasonable to conclude that the signatures on a petition to amend a municipal charter pursuant to section 166.031, would be valid for a period of two years."

3. Would require that "ten (10) electors" must propose a charter amendment only in the City of Pensacola. During the Florida League of Cities' Annual Conference in 2018, Mr. Harry Morrison, Jr., Of Counsel, emphasized during a Home Rule History Workshop - "A municipality's charter is like the state's constitution. It's the paramount governing instrument of the municipality and is the fundamental law of the citizens that are served by the municipality." In Florida, individual voters have a right to propose constitutional amendments. If the second sentence of Section 8.02.(b) were given legal effect, Section 7.04. Commencement of Proceedings that governs the process for city electors to propose ordinances would govern the charter amendment process. Section 7.04 requires that "ten (10) electors" must propose an ordinance. Nothing in F.S. §166.031 appears to require that exactly "ten (10) electors" must always propose a charter amendment.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00277

City Council

3/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

LEGAL OPINION - UNDER WHAT LEGAL AUTHORITY, IF ANY, CAN THE GOVERNOR VOID, NULLIFY OR REPEAL AN ORDINANCE OF A CITY OR MUNICIPALITY.

RECOMMENDATION:

That City Council request a legal opinion from the City Attorney asking the following question:

Under what legal authority can the Florida Governor void, nullify or repeal an ordinance of a City or Municipality?

HEARING REQUIRED: No Hearing Required

SUMMARY:

On September 25, 2020 Governor Ron DeSantis issued Executive Order No. 20-244, suspending the collection of fines and penalties associated with COVID-19 enforced upon individuals. On March 10, 2021, the Governor issued Executive Order No. 21-65, exercising his clemency powers regarding the remission of fines.

Nowhere within the executive order is there mention of voiding, nullifying or repealing any city ordinance, however during discussion at the March 11, 2021 City Council meeting, it was intimated that this executive order had rendered the ordinance unenforceable, thereby having the end result be that the ordinance is in essence void, null and repealed.

This item seeks to gain a legal opinion as to the legal authority, other than exercising clemency powers, the Governor possesses in order to render a municipal ordinance void, null or repealed.

PRIOR ACTION:

March 10, 2021 - Governor Ron DeSantis issued Executive Order 21-65

September 25, 2020 - Governor Ron DeSantis issued executive Order No. 20-244, suspending the collection of fines and penalties associated with COVID-19 enforced upon individuals

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Governor's Executive Order 21-65

PRESENTATION: No

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 21-65

(Clemency Order Regarding Remission of Fines)

WHEREAS, a categorical, statewide remission of fines related to COVID-19 restrictions is warranted in light of the unprecedented local government restrictions imposed on individuals and businesses over the course of the past year; and

WHEREAS, on March 10, 2021, the Board of Executive Clemency approved the Governor's proposal to categorically remit all fines related to local government COVID-19 restrictions.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me under Article IV, Section 8(a) of the Florida Constitution, promulgate the following Executive Order:

Section 1. I hereby remit any fines imposed between March 1, 2020, and March 10, 2021, by any political subdivision of Florida related to local government COVID-19 restrictions.

Section 2. This Executive Order remits the fines described in Section 1 for individuals and businesses alike.

Section 3. This Executive Order shall serve as a defense to the collection of the fines described in Section 1.

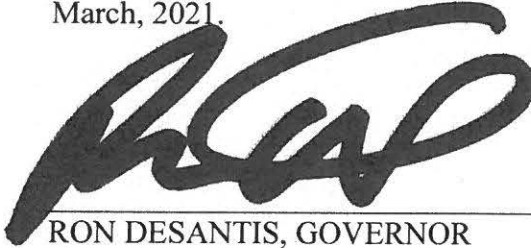
Section 4. This Executive Order does not apply to any COVID-19-related orders or enforcement taken by the State.

Section 5. This Executive Order does not remit any fines imposed on assisted living facilities, hospitals, or other healthcare providers.

Section 6. This Executive Order does not create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the State, its departments or agencies, or its officers, employees, or agents.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 10th day of March, 2021.



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

FILED
2021 MAR 10 PM 5:09
DEPARTMENT OF STATE
TALLAHASSEE, FL



Memorandum

File #: 21-00262

City Council

3/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

OFFICE OF CITY COUNCIL STAFF - LEGAL AIDE (LEGAL COUNSEL TO THE CITY COUNCIL)

RECOMMENDATION:

That City Council direct the Council Executive to begin the search for a Legal Counsel to the City Council.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In August of 2014, City Council adopted Ordinance No. 28-14 proposing a Charter Amendment establishing the Office of City Council and authorizing staffing. In November of 2014, through the referendum process, this Charter Amendment passed thereby creating the Office of City Council and authorizing staffing.

City Charter, Section 4.02. City Council, subsection (a)(6) states in part:

The City Council shall establish an Office of the City Council and shall have as its staff the following who shall be responsible to the City Council through the President of the Council:

(b) Legal Aide. The City Council may appoint one assistant city attorney, whose salary shall be in accordance with those established for other assistant city attorneys. Said assistant city attorney shall (1) serve only in an advisory capacity to the City Council and shall perform only such duties of a technical nature, including drafting of ordinances, legal research and providing advisory opinions, as requested by the City Council through its President, (2) perform such other duties required of him [them] by the city attorney with the concurrence of the President of the City Council, (3) be subject to termination by a majority vote of the City Council; and (4) be responsible to the City Council through the President of the Council. Said assistant city attorney shall not file suit or bring or defend any action in court on behalf of the City Council, Mayor, the several departments, officers, and boards of the City government except with written authorization of the City Attorney. No action or opinion of said assistant city attorney shall be construed to be the official legal position of the City, and such official

legal positions and actions shall be solely within the scope and powers and duties of the City Attorney.

In 2015 City Council began the staffing process with the addition of a Council Executive, in early 2016 it added an Executive Assistant to the City Council as well as a Council Assistant, subsequently, a Strategic Budget planner was added. In a continuation of the staffing efforts, it is desired to add a Legal Counsel to the City Council.

This position is currently needed due to the overburdening amount of legal research that is necessary for the important and critical matters coming before City Council.

PRIOR ACTION:

February 2016 - City Council authorized the Council Executive to begin the search for a Legal Counsel to the City Council.

April 14, 2016 - Action item for the Selection Process for hiring the Legal Counsel dies for lack of a second.

April 18, 2016 - Request sent to Council Members to rank the top six candidates in their order of preference.

May 12, 2016 - Council directed the Council President and Council Executive to conduct phone interviews with the top six (6) candidates.

June 24, 2016 - Council conducted in-person interviews with Legal Counsel of the City Council Finalists.

July 14, 2016 - Council selected an individual as their choice for Legal Counsel to the City Council

September 15, 2016 - Approval of Council's choice for Legal Counsel failed.

FUNDING:

Budget: \$ Salary + Benefits = \$116,500

Actual: \$ TBD

FINANCIAL IMPACT:

The City Council has it within the budget under the constraints identified above

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00265

City Council

3/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

CREATION OF A CITY COUNCIL WEBPAGE

RECOMMENDATION:

That City Council direct the Council Executive to work with IT in creating a webpage that will give public information regarding issues the Council is working on as well as projects happening in each district.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Currently there is no webpage on the City's website specifically dedicated to the City Council, the closest currently existing is Council initiatives. A creation of a page dedicated specifically to provide public information regarding the issues City Council is undertaking, their initiatives, as well as projects happening within each district would provide information to constituents of all the districts.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00207

City Council

3/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SUBGRANT FOR HIGHWAY TRAFFIC FUNDS

RECOMMENDATION:

That City Council accept the FY 2021 Florida Department of Transportation (FDOT) Subgrant for Highway Traffic Safety Funds in the amount of \$36,000. Further, that City Council authorize the Mayor to take all actions necessary relating to the finalization of the grant. Finally, that City Council adopt the supplemental budget resolution appropriating grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The traffic-related statistics, to include Impaired Driving offenses, are continuing to rise within the City of Pensacola. The Pensacola Police Department (PPD) has significantly increased our efforts to make the roadways safer. The PPD created a full-time DUI Unit and received separate impaired driving enforcement grant funding in June 2019. The DUI Unit has been instrumental in educating PPD officers, educating the community, and enforcing careless, reckless, and impaired driving. In addition to the DUI Unit officer, patrol officers have been working overtime via FDOT Subgrant funding to combat these statistics. The PPD is determined to increase efforts and is planning to add two additional full-time officers to the DUI Unit in the upcoming year. However, the DUI Unit's efforts should always be supplemented with extra enforcement shifts to combat impaired driving offenses. With this in mind, the PPD requests overtime salary and benefits to pay for additional officers to conduct high visibility enforcement activities. The salary and benefits will not be applied to the permanent full-time positions but instead, be utilized to allow officers to work additional hours.

Over the past two fiscal years, PPD created a breath testing room and purchased two Intoxilyzer 8000 instruments. The Intoxilyzer 8000 instruments are inspected each month as required by the Florida Department of Law Enforcement's Alcohol Testing Program. The PPD's current simulators are beginning to be irreparable. Most of the simulators are over twenty years old, with one of them being almost thirty years old. The PPD needs to replace five simulators to continue inspecting the Intoxilyzer 8000 instruments.

With the FDOT Subgrant funding, PPD will utilize countermeasures detailed in NHTSA night Edition

of the "Countermeasures that Work (CTW): A Highway Safety Countermeasure Guide for State Highway Safety Offices." Specifically, the CTW's founder under Chapter 1: Alcohol and Drug-Impaired Driving.

CTW Chapter 1) Section 2. Subsections 2.1 and 2.2; Section 6. Subsection 6.2; Section 7. Subsection 7.1. PPD will conduct three publicized checkpoints and/or publicized high visibility enforcement (HVE) saturation patrols per quarter.

The purpose of checkpoints is to deter driving after drinking by increasing the perceived risk of arrest. To do this, checkpoints should be highly visible, publicized extensively, and conducted regularly as part of an ongoing checkpoint program. A secondary value of publicized sobriety checkpoint programs is that checkpoints may also be used to check for valid driver licenses, safety belt use, outstanding warrants, stolen vehicles, and other traffic criminal infractions.

All checkpoints conducted will be documents through either using an FDOT Impaired Driving High Visibility Enforcement Activity Report for each officer receiving overtime reimbursement under this Subgrant or an after-action report.

PPD will continue to educate the youth in area schools by periodically speaking at the school events and public functions. The PPD will work closely with Escambia County School District and the Santa Rosa County School District to promote impaired driving awareness and discuss the dangers and destructive behavior associated with impaired driving. The PPD recently purchased an impaired and distracted driving simulated course to educate the public and youth in our schools.

PPD will conduct a public engagement campaign through the uses of local media outlets/social media/press releases to raise awareness of the dangers of impaired driving citywide at least two times per quarter. PPD will also participate in NHTSA's National Drive Sober or Get Pulled Over campaigns throughout the year. PPD, in conjunction with NHTSA and FDOT traffic/impaired driving campaigns, will publicly announce enforcement efforts via PPD's Public Information Officer.

PRIOR ACTION:

None

FUNDING:

Budget: \$36,000

Actual:	\$30,000	Overtime Salary & Benefits
	<u>6,000</u>	Breath Alcohol Simulators
	<u>\$36,000</u>	

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the grant funds.

CITY ATTORNEY REVIEW: Yes

3/2/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Kevin Christman, Interim Police Chief

ATTACHMENTS:

- 1) FDOT Subgrant for Highway Traffic Safety Funds, Contract No. G1S99
- 2) Supplemental Budget Resolution No. 2021-12
- 3) Supplemental Budget Explanation No. 2021-12

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2021-12

City Council

3/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-12 FLORIDA DEPARTMENT OF
TRANSPORTATION (FDOT) SUBGRANT FOR HIGHWAY TRAFFIC FUNDS

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2021-12.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

The traffic-related statistics, to include Impaired Driving offenses, are continuing to rise within the City of Pensacola. The Pensacola Police Department (PPD) has significantly increased efforts to make the roadways safer. The PPD created a full-time DUI Unit and received separate impaired driving enforcement grant funding in June 2019. The DUI Unit has been instrumental in educating PPD officers, educating the community, and enforcing careless, reckless, and impaired driving. In addition to the DUI Unit officer, patrol officers have been working overtime via FDOT Subgrant funding to combat these statistics. The PPD is determined to increase efforts and is planning to add two additional full-time officers to the DUI Unit in the upcoming year. However, the DUI Unit's efforts should always be supplemented with extra enforcement shifts to combat impaired driving offenses. With this in mind, accompanied by the increased traffic statistics, the PPD is requesting overtime salary and benefits to pay for additional officers to conduct high visibility enforcement activities. The salary and benefits will not be applied to the permanent full-time positions but instead, be utilized to allow officers to work additional hours.

Over the past two fiscal years, PPD created a breath testing room and purchased two Intoxilyzer 8000 instruments. The Intoxilyzer 8000 instruments are inspected each month as required by the Florida Department of Law Enforcement's Alcohol Testing Program. The PPD's current simulators are beginning to be irreparable. Most of the simulators are over twenty years old, with one of them being almost thirty years old. The PPD needs to replace five simulators to continue inspecting the Intoxilyzer 8000 instruments.

With the FDOT Subgrant funding, PPD will utilize countermeasures detailed in NHTSA night Edition of the "Countermeasure that Work (CTW): A Highway Safety Countermeasure Guide for State Highway Safety Offices." Specifically, the CTW's founder under Chapter 1: Alcohol and Drug-Impaired Driving.

CTW Chapter 1) Section 2. Subsections 2.1 and 2.2; Section 6. Subsection 6.2; Section 7. Subsection 7.1. PPD will conduct three publicized checkpoints and/or publicized high visibility enforcement (HVE) saturation patrols per quarter.

The purpose of checkpoints is to deter driving after drinking by increasing the perceived risk of arrest. To do this, checkpoints should be highly visible, publicized extensively, and conducted regularly as part of an ongoing checkpoint program. A secondary value of publicized sobriety checkpoint programs is that checkpoints may also be used to check for valid driver licenses, safety belt use, outstanding warrants, stolen vehicles, and other traffic criminal infractions.

All checkpoints conducted will be documents through either using an FDOT Impaired Driving High Visibility Enforcement Activity Report for each officer receiving overtime reimbursement under this Subgrant or an after-action report.

PPD will continue to educate the youth in area schools by periodically speaking at the school events and public functions. The PPD will work closely with Escambia County School District and the Santa Rosa County School District to promote impaired driving awareness and discuss the dangers and destructive behavior associated with impaired driving. The PPD recently purchased an impaired and distracted driving simulated course to help educate the public and youth in our schools.

PPD will conduct a public engagement campaign through the uses of local media outlets/social media/press releases to raise awareness of the dangers of impaired driving citywide at least two times per quarter. PPD will also participate in NHTSA's National Drive Sober or Get Pulled Over campaigns throughout the year. PPD, in conjunction with NHTSA and FDOT traffic/impaired driving campaigns, will publicly announce enforcement efforts via PPD's Public Information Officer.

PRIOR ACTION:

None

FUNDING:

Budget: \$36,000

Actual:	\$30,000	Overtime Salary & Benefits
	<u>6,000</u>	Breath Alcohol Simulators
	<u>\$36,000</u>	

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the grant funds.

CITY ATTORNEY REVIEW: Yes

3/2/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Kevin Christman, Interim Police Chief

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2021-12
- 2) Supplemental Budget Explanation No. 2021-12

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 12-21

City Council

3/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

PROPOSED ORDINANCE NO. 12-21 - REGULATIONS FOR BREEDING DOMESTICATED ANIMALS, PROVIDING FEE FOR LOCAL BUSINESS TAX FOR HOBBY BREEDERS

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 12-21 on first reading:

AN ORDINANCE CREATING SECTION 4-2-45 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING REGULATIONS FOR THE BREEDING OF DOMESTICATED ANIMALS; REQUIREMENTS FOR LICENSURE AND PERMITTING FOR HOBBY BREEDERS; PROVIDING FOR DEFINITIONS; AMENDING SECTION 7-2-9 TO PROVIDING FEE FOR LOCAL BUSINESS TAX FOR HOBBY BREEDERS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

To date, hobby breeders; defined within the proposed ordinances as any person that breeds dogs or cats in the city limits more than one time during any twelve-month period, have gone unregulated and have been allowed to operate a business without a license while in some cases doing so without obtaining a home occupation permit.

This proposed ordinance seeks to regulate hobby breeders to help better track and ensure the health and wellbeing of dog and cat litters by mandating maintenance of birth records, veterinary records to show rabies vaccinations, other inoculations, and medical conditions of the animals along with protecting the health of the animals by regulating the age at which they can be sold. This ordinance will also require that animals being sold be examined by a licensed veterinarian within one week of the date of transfer and be required to provide a medical history of the sire and dam.

Finally, this ordinance will require that hobby breeders obtain a local business tax receipt if they sell or transfer puppies or kittens more than once in any twelve-month period. They would also be required to list the tax receipt number on all advertisements, literature, signs, and social media posts concerning the sale of any animal.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ordinance No. 12-21

PRESENTATION: No

PROPOSED
ORDINANCE NO. 12-21

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CREATING SECTION 4-2-45 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING REGULATIONS FOR THE BREEDING OF DOMESTICATED ANIMALS; REQUIREMENTS FOR LICENSURE AND PERMITTING FOR HOBBY BREEDERS; PROVIDING FOR DEFINITIONS; AMENDING SECTION 7-2-9 TO PROVIDING FEE FOR LOCAL BUSINESS TAX FOR HOBBY BREEDERS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 4-2-45 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Sec. 4-2-45. Breeding of domesticated animals.

(a) Definitions.

Hobby breeder. A hobby breeder means any person that breeds dogs or cats in the city limits more than one time during any twelve-month period. Animal shelters and rescue groups offering animals for adoption shall be exempt from this section.

(b) Guidelines and regulations for hobby breeding.

(1) No hobby breeder shall engage in the sale or transfer of puppies or kittens more than once in any twelve-month period without first obtaining a local business tax receipt as defined in section 7-2-1 issued by the city.

(2) Costs, related fees and all regulations set forth in chapter 7-2 shall apply.

(3) Hobby breeders shall comply with the following:

- a. Create and maintain records of the birth of each litter of puppies or kittens, and shall make such records available for review by the city official upon request;
- b. For a period of at least three (3) years, keep veterinary records of rabies vaccinations, all other inoculations, and any medical condition(s) of each dog, cat, puppy, or kitten bred to be sold, given away, or otherwise conveyed;
- c. Furnish to each new owner of a dog, cat, puppy, or kitten the city business tax receipt number and a copy of the Official Certificate of Veterinary Inspection for Intrastate Sale of a dog or cat;
- d. Not offer a puppy or kitten under the age of eight (8) weeks for sale, trade, other compensation, or gift, with the exception of animals taken to an animal shelter;
- e. Recommend to each new owner that any animal sold, transferred, or given away be examined by a licensed veterinarian within one (1) week of the date of transfer and notify the new owner of state and local requirements for rabies vaccinations and County registration;
- f. List the city local business tax receipt number on all advertisements, literature, signs and social media posts concerning the sale or gift of any dog, cat, puppy, or kitten of the hobby breeder;
- g. Provide a medical history of the sire and dam as well as, when possible, a medical family history of the sire and dam;
- h. Present a copy of a valid, current Official Certificate of Veterinary Inspection for Intrastate Sale of a Dog or Cat Health Certificate of any animal on the premises upon request by any animal control officer, code enforcement officer or police officer. Hobby breeders shall allow the premises and animals to be inspected by an animal control officer, code enforcement officer or law enforcement officer to view each animal that is a sire, dam or offspring of such offered for sale, giveaway, or otherwise conveyed and to inspect the premises unannounced and unscheduled where the animals are maintained.

(c) *Exemption for veterinarians, animal hospitals.* Licensed veterinarians and licensed animal hospitals providing animal reproduction and related veterinary services in the course of their business shall be exempt from this ordinance.

SECTION 2. Section 7-2-9 of the Code of the City of Pensacola, Florida is hereby amended to read as follows:

Sec. 7-2-9. - Amount of local business tax.

The amount of the local business tax which shall be paid for the several firms, persons or organizations engaging in and managing businesses, professions or occupations for which a local business tax receipt is required is hereby fixed as follows:

- (1) *Insurance companies.* The local business tax for insurance companies to do business in the city shall be based on the rate of \$210.00 per company per agency.
- (2) *Professions.* The following local business taxes will be charged those individuals involved in the professions noted below and will not be subject to the schedule set out in subsection (3) of this section:
 - a. Engineers: \$236.25.
 - b. Architects: \$236.25.
 - c. Certified public accountants: \$236.25.
 - d. Dentists: \$236.25.
 - e. Lawyers: \$236.25.
 - f. Veterinarians: \$236.25.
 - g. Doctors, physicians, surgeons, osteopaths, chiropractors, and naturopaths: \$236.25.
 - h. Psychologists: \$78.75.
- (3) *Other businesses and occupations.*
 - a. Local business taxes shall be charged for all businesses active in the city under the terms of city ordinances by way of the following rate schedule utilizing the number of employees for each local business tax receipt as the principal basis of the tax amount charged. These taxes are to be levied for each separate location or place of business and would be applicable except where specifically exempt. These occupations and businesses shall use the following system as a method of computing tax charges:

Number of Employees	Rate
1	\$26.25
2	\$52.50
3	\$98.44

4, 5	\$131.25
6, 7	\$210.00
8—11	\$288.75
12—17	\$367.50
18—26	\$498.75
27—38	\$656.25
39—58	\$840.00
59—86	\$1,050.00
87—130	\$1,312.50
131—195	\$1,640.63
196—295	\$2,034.38
296—420	\$2,493.75
421—670	\$3,018.75
671—1,000 and over	\$3,675.00

- b. "Employee" shall be defined as all persons actively connected with the business working within the city limits. The owner of the business or any relative, whether receiving direct compensation or not, shall be considered an employee.
- c. Computation of additional number of employees shall be:
 1. Total annual hours worked divided by 1,800 or average number of employees, whichever is applicable.
 2. Total number of employees employed on September 1 of each year. Determination of the number of employees of the business may use either method or a combination of the above, whichever is applicable to their business, or an alternate system may be authorized by the mayor.

- (4) *Coin-operated machines.* Local business taxes for businesses utilizing coin-operated or token-operated machines shall be based on the number of coin-operated or token-operated machines owned, operated or located upon the premises on any single day during the previous licensing year or, in the case of a new business, on an estimate for the current year, in the amount set forth below, or the employee schedule in subsection (3) of this section, whichever is greater:
- a. Coin-operated or token-operated machines used in the operation of a self-service laundry, including, but not limited to, washers, dryers, dry cleaning machines, extractors, soap dispensers, etc., per year or fraction thereof, each: \$3.28.
 - b. Coin-operated or token-operated machines used for food and drink dispensing, including ice machines, per year or fraction thereof, each: \$6.56.
 - c. Other coin-operated or token-operated machines, including, but not limited to, carwash, pinball, tobacco products, novelty items, jukebox and other miscellaneous machines not otherwise defined, per year or fraction thereof, each: \$6.56.
 - d. Coin-operated or token-operated machines operated by authorized charities as per Internal Revenue Service listing: No charge.
- (5) *Separate charges.* Separate charges will be levied from the employee local business tax system and the additional categories noted above in the following instances:
- a. *Door-to-door sales and solicitations.* Flat tax of \$105.00 or \$31.50, plus \$10.50, with the local business tax receipt to be issued for a period of not more than 30 days.
 - b. *Temporary receipts.* A local business tax receipt may be issued for a period of not more than 30 days under this section. The local business tax shall be \$31.50, plus one-half of the regular tax for the conduct of that particular type of business.
 - c. *Use of streets, etc.*
 1. Each person, firm, corporation, association, company or other business entity who uses the streets, avenues, alleys or public roads of the city for unloading, distributing, disposing of or delivering goods, wares, or merchandise of any kind, which goods, wares, produce or merchandise was transported from a point without the city to a point within the city shall pay a local business tax not in excess of the tax paid for by local taxpayers engaged in the same business. This tax shall entitle the business entity to a local business tax receipt for the privilege of engaging in the above-referenced activities on the streets of the city.
 2. Local business tax receipt holders shall be entitled to the following privileges:

- i. Loading and unloading zones for commercial vehicles only. The loading zones shall be appropriately marked by the city and shall be required to be used by the receipt holder when available.
 - ii. Police and fire protection shall be provided while the vehicles are located within the city limits.
 - iii. The appropriate office of the city shall be required to make periodic inspections of vehicles in order to ensure that a receipt has been granted to the taxpayer's vehicle and that all other conditions and regulations have been met.
 - iv. Each receipt holder, as well as all interested city citizens, shall be entitled to review the files to be kept by the city containing information requested in the application for a receipt.
- 3. The following exemptions from the above requirements are hereby granted:
 - i. All vehicles which pay the state mileage tax to the state department of highway safety and motor vehicles pursuant to state statutes.
 - ii. Ordinary commercial travelers who sell or exhibit for sale goods or merchandise to parties engaged in the business of buying and selling and dealing in the goods or merchandise.
 - iii. Sale of goods or merchandise donated by the owners thereof and the proceeds of which are to be applied to any charitable or philanthropic purposes.
 - iv. Vehicles used by any person taxed under this chapter for the sale and delivery of tangible personal property at either wholesale or retail from his or her place of business on which a receipt is paid shall not be construed to be separate places of business, and no taxes may be levied on such taxpayer's vehicles or the operators thereof as salesmen or otherwise.
- (6) *Miscellaneous businesses.* Local business taxes for certain select businesses shall be as follows. These taxes are to be in lieu of those set forth above.
 - a. Clairvoyants, astrologers, fortune-tellers and palmists, per year: \$236.25.
 - b. Tattoo artists, per year: \$236.25.
 - c. Cable television companies, per year: \$1,312.50.
 - d. Auctioneers, per year: \$210.00.
 - e. Auctions, per 30 days or portion thereof: \$210.00.
 - f. Hobby breeders: \$210.00

- (7) *Additional taxes for certain uses.* Additional local business taxes shall be levied for the following uses which shall be in addition to those set forth elsewhere in this section.
- a. Business with dancing privileges, flat fee: \$157.50.
 - b. Pool and billiard tables not covered under coin-operated machines, per table, per year: \$13.13.
 - c. Pawnshops, small loan companies and consumer finance companies, per year: \$472.50.
- (8) *Tax increases.* Commencing effective on October 1, 2007, and every other year thereafter, the city council may increase by ordinance the rates of local business taxes by up to five percent; provided, however, such increases may not be enacted by less than a majority plus one vote of the city council.
- (9) *Exemptions.* All exemptions provided for in F.S. ch. 205, are hereby incorporated by reference.

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.

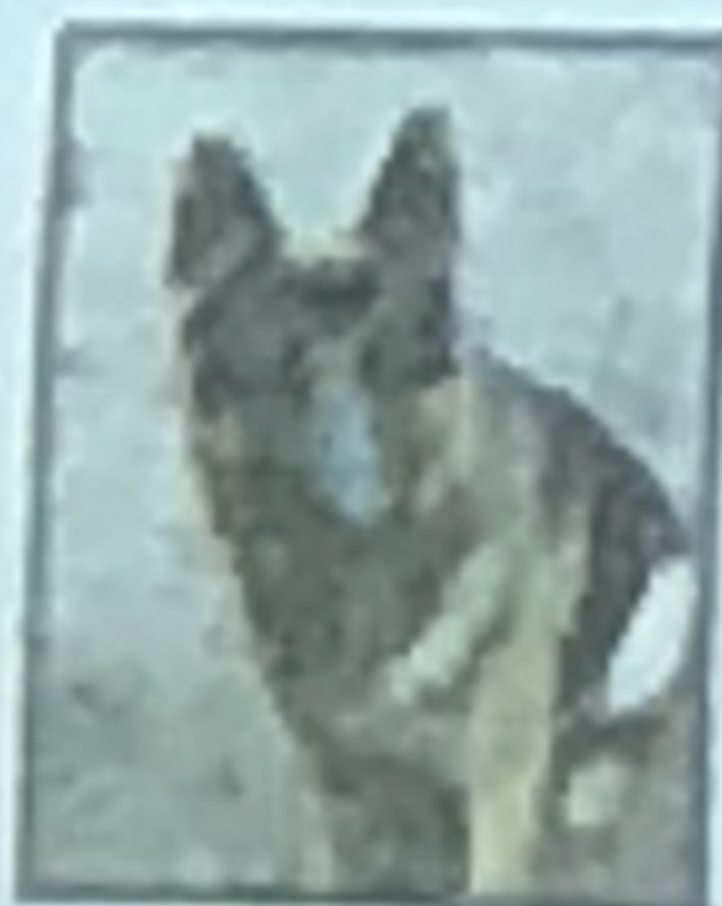
Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

GERMAN SHEPHERD PUPPIES



AKC/CKC
REGISTERED



OCW HEALTH
CERTIFIED

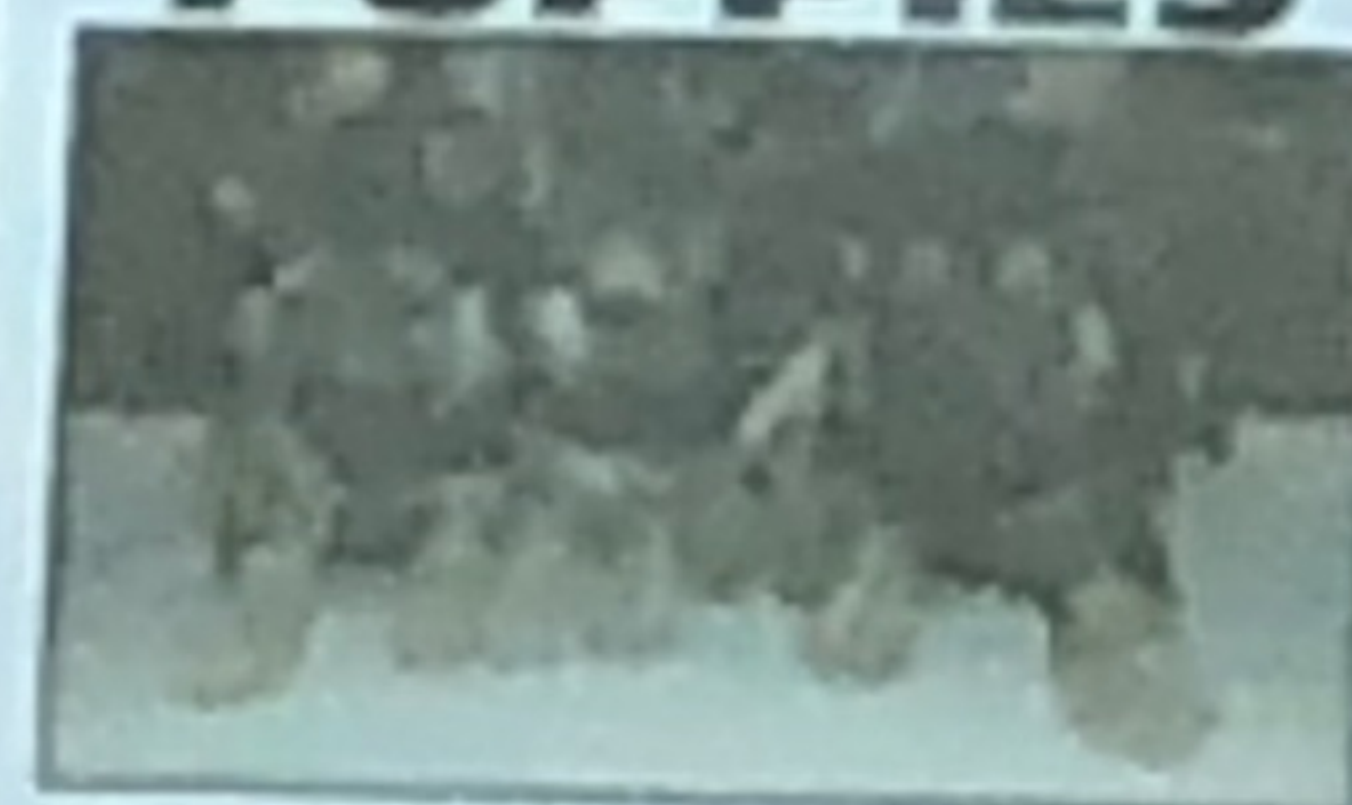
850-292-3642

Great for Guard, Service, Protection, or Companion

GERMAN SHEPHERD PUPPIES



AKC/CKC
REGISTERED



OCW HEALTH
CERTIFIED

850-292-3642

Great for Guard, Service, Protection, or Companion

CHEVROLET



Golden Doodle
\$1,200 Puppies \$1,200
860 1126

Golden
Doodle
Puppies
860-11126
\$1,200



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 11-21

City Council

3/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 11-21 - AN ORDINANCE AMENDING SECTIONS 14-2-132 AND 14-2-133 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 11-21 on first reading:

AN ORDINANCE AMENDING SECTIONS 14-2-132 AND 14-2-133 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, ADOPTING THE PENSACOLA REGULATIONS TO IMPLEMENT CHAPTER 1 OF THE FLORIDA BUILDING CODE; ADOPTING APPENDICES J AND Q OF THE FLORIDA BUILDING CODE, RESIDENTIAL; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The purpose of this ordinance is to adopt a modification of the Administrative Chapter of the Florida Building Code (2020) and adopt two of the appendices from the Florida Building Code, Residential.

The base code for the Florida Building Code is the International Building Code. The administrative provisions for both Codes are contained in Chapter 1 and provide for the administration of permits, inspections, duties of Inspections personnel, plan review, certificates of occupancy, and other various aspects of building code enforcement. The Florida Building Commission, which is charged with modifying the International Code to fit the specific needs of Florida, strips all but the basic administrative provisions out of Chapter 1. This is done to avoid potential conflicts with local ordinances and State statutes for building code administration. Florida Statute 553.73 allows local governments to modify Chapter 1 to restore the International Code's administrative provisions and modify as needed to fit the local jurisdiction. Sections governing property maintenance, building department, duties of the building official, permit exemptions and expirations, appeals, and unsafe structures have been incorporated into the proposed versions of the Chapter 1, Florida Building Code, as shown by the gray highlighted portions of the attachment.

Within the Florida Building Codes are a number of Appendices. These appendices are not a part of

the code unless specifically adopted by the local governing body. Two such appendices are proposed for adoption. Appendix Q of the Florida Building Code is being proposed for adoption and relaxes some code provisions relating to ceiling heights, room sizes, lofts, and ladders for lofts for tiny houses less than 400 square feet. Appendix J, Existing Buildings and Structures, provides for more detailed code provisions governing existing one-and-two family dwellings to allow for more flexibility with existing buildings and structures.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

3/10/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development
Jonathan Bilby, Inspection Services Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 11-21
- 2) Proposed Chapter 1 Florida Building Code, as Adopted by the City of Pensacola

PRESENTATION: No

PROPOSED
ORDINANCE NO. 11-21

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTIONS 14-2-132 AND 14-2-133 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, ADOPTING THE PENSACOLA REGULATIONS TO IMPLEMENT CHAPTER 1 OF THE FLORIDA BUILDING CODE; ADOPTING APPENDICES J AND Q OF THE FLORIDA BUILDING CODE, RESIDENTIAL; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 14-2-132 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 14-2-132. - Florida Building Code—Administrative Amendments.

The Florida Building Code permits local governments to adopt amendments that are more stringent than the minimum standards in state statutes and amendments to the administrative provisions of the Florida Building Code that apply solely within the jurisdiction of the local government. Pursuant to the provisions of F.S. § 553.73(4)(a), the following amendments are adopted and applicable within the city limits, with such amendments to be transmitted to the Florida Building Commission within thirty days after enactment:

(1) Administration. Chapter 1 of the Florida Building Code 7th edition (2020) is hereby adopted with revisions promulgated by the building official pursuant to authority provided by Florida law as reflected in a copy of such revisions on file and available to the public in the Inspection Services Department. The building official is further authorized to revise such provisions as may be warranted and authorized by the Florida Building Code.

(2) Adoption of Appendices to the Florida Building Code. Appendix J (Existing Buildings and Structures) and Appendix Q (Tiny Houses) of the Florida Building Code 7th edition (2020) are hereby adopted.

(3) Pool safety. At the time of excavation and during construction of a swimming pool an effective safety barrier as defined in section 424.2.2 of the Florida Building

Code shall be installed and maintained so as to enclose all four sides of the excavation or swimming pool whenever persons constructing the pool are not at the site and the permanent enclosure has not been installed.

SECTION 2. Section 14-2-133 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 14-2-133. - Local government amendments to Florida Building Code – Technical Amendments.

The Florida Building Code permits local governments to adopt amendments which are more stringent than the minimum standards in state statutes, and amendments to the technical provisions of the Florida Building Code which apply solely within the jurisdiction of the local government. Pursuant to the provisions of F.S. § 553.73(4), the following amendments are adopted and applicable within the city limits:

- (1) Section 1612.4.2 of the Florida Building Code, Building, is amended to provide: Elevation requirements. The minimum elevation requirements shall be as specified in ASCE 24 or the base flood elevation plus three feet (914 mm), whichever is higher.
- (2) Section R322.2.1 of the Florida Building Code, Residential, is amended to provide:

R322.2.1 Elevation requirements.

1. Buildings and structures in flood hazard areas including flood hazard areas designated as Coastal A Zones, shall have the lowest floors elevated to or above the base flood elevation plus three feet (914 mm), or the design flood elevation, whichever is higher.
2. In areas of shallow flooding (AO zones), buildings and structures shall have the lowest floor (including basement) elevated to a height above the highest adjacent grade of not less than the depth number specified in feet (mm) on the FIRM plus three feet (914 mm), or not less than three feet (915 mm) if a depth number is not specified.
3. Basement floors that are below grade on all sides shall be elevated to or above base flood elevation three feet (914 mm), or the design flood elevation, whichever is higher.

Exception: Enclosed areas below the design flood elevation, including basements with floors that are not below grade on all sides, shall meet the requirements of section 322.2.2.

- (3) Section R322.2.2 of the Florida Building Code, Building, is amended to provide:

R322.2.2 Enclosed areas below design flood elevation.

Enclosed areas, including crawl spaces, that are below the design flood elevation shall:

1. Be used solely for parking of vehicles, building access or storage. The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. The limitation on partitions does not apply to load bearing walls interior to perimeter wall (crawl space) foundations. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).
- (4) Section R322.3.2 of the Florida Building Code, Building, is amended to provide: R322.3.2 Elevation requirements.
1. Buildings and structures erected within coastal high-hazard areas and Coastal A Zones, shall be elevated so that the bottom of the lowest horizontal structure members supporting the lowest floor, with the exception of pilings, pile caps, columns, grade beams and bracing, is elevated to or above the base flood elevation plus three feet (914 mm) or the design flood elevation, whichever is higher.
 2. Basement floors that are below grade on all sides are prohibited.
 3. The use of fill for structural support is prohibited.
 4. Minor grading, and the placement of minor quantities of fill, shall be permitted for landscaping and for drainage purposes under and around buildings and for support of parking slabs, pool decks, patios and walkways.
 5. Walls and partitions enclosing areas below the design flood elevation shall meet the requirements of sections R322.3.4 and R322.3.5.
- (5) Section R322.3.4 of the Florida Building Code, Building, is amended to provide: R322.3.4 Walls below design flood elevation.

Walls are permitted below the elevated floor, provided that such walls are not part of the structural support of the building or structure and:

1. Electrical, mechanical, and plumbing system components are not to be mounted on or penetrate through walls that are designed to break away under flood loads; and

2. Are constructed with insect screening or open lattice; or
3. Are designed to break away or collapse without causing collapse, displacement or other structural damage to the elevated portion of the building or supporting foundation system. Such walls, framing and connections shall have a design safe loading resistance of not less than ten (470 Pa) and no more than 20 pounds per square foot (958 Pa); or
4. Where wind loading values of this code exceed 20 pounds per square foot (958 Pa), the construction documents shall include documentation prepared and sealed by a registered design professional that:
 - 4.1. The walls below the design flood elevation have been designed to collapse from a water load less than that which would occur during the design flood.
 - 4.2. The elevated portion of the building and supporting foundation system have been designed to withstand the effects of wind and flood loads acting simultaneously on all building components (structural and nonstructural). Water loading values used shall be those associated with the design flood. Wind loading values used shall be those required by this code.

(6) Section R322.3.5 of the Florida Building Code, Building, is amended to provide:

R322.3.5 Enclosed areas below the design flood elevation.

Enclosed areas below the design flood elevation shall be used solely for parking of vehicles, building access or storage. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

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

CHAPTER 1 OF THE FLORIDA BUILDING CODE, PENSACOLA REGULATIONS

PART 1—SCOPE AND APPLICATION SECTION 101 GENERAL

[A] 101.1 Title. These regulations shall be known as the *Florida Building Code*, hereinafter referred to as “this code.”

[A] 101.2 Scope. The provisions of this code shall apply to the construction, *alteration*, relocation, enlargement, replacement, *repair*, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exceptions:

1. Detached one-and two-family *dwelling*s and multiple single-family *dwelling*s (*townhouses*) not more than three *stories above grade plane* in height with a separate *means of egress*, and their accessory structures not more than three *stories above grade plane* in height, shall comply with the *Florida Building Code, Residential*.
2. Code requirements that address snow loads and earthquake protection are pervasive; they are left in place but shall not be utilized or enforced because Florida has no snow load or earthquake threat.

[A] 101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted. The following Appendices are adopted for the City of Pensacola:

Florida Building Code Residential
Appendix J, Existing Buildings and Structures
Appendix Q, Tiny Houses

101.2.2 Florida Building Code, Residential Construction standards or practices which are not covered by Florida Building Code, Residential volume shall be in accordance with the provisions of Florida Building Code,

Building.

[A] 101.3 Intent. The purpose of this code is to establish the minimum requirements to provide a reasonable level of safety, public health and general welfare through structural strength, *means of egress* facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations.

101.3.1 Quality control. Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.

101.3.2 Warranty and Liability. The permitting, plan review or inspection of any building, system or plan by this jurisdiction, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. This jurisdiction shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting.

[A] 101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.9 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

[A] 101.4.1 Gas. The provisions of the *Florida Building Code, Fuel Gas* shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation

and operation of residential and commercial gas appliances and related accessories.

[A] 101.4.2 Mechanical. The provisions of the *Florida Building Code, Mechanical* shall apply to the installation, *alterations, repairs* and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy related systems.

[A] 101.4.3 Plumbing. The provisions of the *Florida Building Code, Plumbing* shall apply to the installation, *alteration, repair* and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

[A] 101.4.4 Property maintenance. The provisions of the *International Property Maintenance Code* shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures as referenced in Chapter 14 of the City Code of Ordinances.

[A] 101.4.5 Fire prevention. For provisions related to fire prevention, refer to the *Florida Fire Prevention Code*. The *Florida Fire Prevention Code* shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, *repair, alteration* or removal of fire suppression, *automatic sprinkler systems* and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

[A] 101.4.6 Energy. The provisions of the *Florida Building Code, Energy Conservation* shall apply to all matters governing the design and construction of buildings for energy efficiency.

[A] 101.4.7 Existing buildings. The provisions of the *Florida Building Code, Existing Building* shall apply to matters governing the *repair, alteration*, change of occupancy, *addition* to and relocation of existing buildings.

101.4.8 Accessibility. For provisions related to accessibility, refer to the *Florida Building Code, Accessibility*.

101.4.9 Manufactured buildings. For additional administrative and special code requirements, see Section 458, *Florida Building Code, Building*, and Rule 61-41 F.A.C.

SECTION 102 APPLICABILITY

[A] 102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.1.1 *The Florida Building Code* does not apply to, and no code enforcement action shall be brought with respect to, zoning requirements, land use requirements and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection, alteration, modification, repair or demolition of public or private buildings, structures or facilities or to programmatic requirements that do not pertain to enforcement of the *Florida Building Code*. Additionally, a local code enforcement agency may not administer or enforce the *Florida Building Code, Building* to prevent the siting of any publicly owned facility, including, but not limited to, correctional facilities, juvenile justice facilities, or state universities, community colleges, or public education facilities, as provided by law.

102.2 Building. The provisions of the *Florida Building Code* shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided in the *Florida Building Code, Existing Building*. The following buildings, structures and facilities are exempt from the *Florida Building Code* as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

- (a) Building and structures specifically regulated and preempted by the federal government.
- (b) Railroads and ancillary facilities associated with the railroad.
- (c) Nonresidential farm buildings on farms.
- (d) Temporary buildings or sheds used exclusively for construction purposes.
- (e) Mobile or modular structures used as temporary offices, except that the provisions of Part II (Sections 553.501-553.513, *Florida Statutes*) relating to accessibility by persons with disabilities shall apply to such mobile or modular structures. Permits shall be required for structural support and tie-down, electric supply and all other such utility connections to such mobile or modular structures as required by this jurisdiction.
- (f) Those structures or facilities of electric utilities, as defined in Section 366.02, *Florida Statutes*, which are directly involved in the generation, transmission, or distribution of electricity.
- (g) Temporary sets, assemblies, or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.
- (h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of

palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other nonwood features.

- (i) Family mausoleums not exceeding 250 square feet (23 m²) in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (j) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
- (k) A building or structure having less than 1,000 square feet (93 m²) which is constructed and owned by a natural person for hunting and which is repaired or reconstructed to the same dimension and condition as existed on January 1, 2011, if the building or structure:
 - 1. Is not rented or leased or used as a principal residence;
 - 2. Is not located within the 100-year flood plain according to the Federal Emergency Management Agency's current Flood Insurance Rate Map; and
 - 3. Is not connected to an off-site electric power or water supply.

102.2.1 In addition to the requirements of Sections 553.79 and 553.80, *Florida Statutes*, facilities subject to the provisions of Chapter 395, *Florida Statutes*, and Part II of Chapter 400, *Florida Statutes*, shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of Chapter 395, *Florida Statutes*, and Part II of Chapter 400, *Florida Statutes*, and the certification requirements of the federal government.

102.2.2 Residential buildings or structures moved into or within a county or municipality shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:

- 1. The building or structure is structurally sound and in occupiable condition for its intended use;
- 2. The occupancy use classification for the building or structure is not changed as a

result of the move;

3. The building is not substantially remodeled;
4. Current fire code requirements for ingress and egress are met;
5. Electrical, gas and plumbing systems meet the codes in force at the time of construction and are operational and safe for reconnection; and
6. Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the *Florida Building Code, Building* for all residential buildings or structures of the same occupancy class.

102.2.3 The *building official* shall apply the same standard to a moved residential building or structure as that applied to the remodeling of any comparable residential building or structure to determine whether the moved structure is substantially remodeled. The cost of the foundation on which the moved building or structure is placed shall not be included in the cost of remodeling for purposes of determining whether a moved building or structure has been substantially remodeled.

102.2.4 This section does not apply to the jurisdiction and authority of the Department of Agriculture and Consumer Services to inspect amusement rides or the Department of Financial Services to inspect state-owned buildings and boilers.

102.2.5 Each enforcement district shall be governed by a board, the composition of which shall be determined by the affected localities.

1. At its own option, each enforcement district or local enforcement agency may adopt rules granting to the owner of a single-family residence one or more exemptions from the *Florida Building Code* relating to:
 - a. Addition, alteration, or repairs performed by the property owner upon his or her own property, provided any addition or alteration shall not exceed 1,000 square feet (93 m²) or the square footage of the primary structure, whichever is less.
 - b. Addition, alteration, or repairs by a nonowner within a specific cost limitation set by rule, provided the total

cost shall not exceed \$5,000 within any 12-month period.

- c. Building and inspection fees.
2. However, the exemptions under subparagraph 1 do not apply to single-family residences that are located in mapped flood hazard areas, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single-family residences.
3. Each code exemption, as defined in sub-subparagraphs 1a, 1b, and 1c shall be certified to the local board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.

102.2.6 This section does not apply to swings and other playground equipment accessory to a one- or two-family dwelling.

Exception: Electrical service to such playground equipment shall be in accordance with Chapter 27 of this code.

[A] 102.3 Application of references.

References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

[A] 102.4 Referenced codes and standards.

The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

[A] 102.4.1 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

[A] 102.4.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the Florida Codes listed in

Section 101.4, the provisions of this code or the Florida Codes listed in Section 101.4, as applicable, shall take precedence over the provisions in the referenced code or standard.

[A] 102.5 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

[A] 102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the *Florida Building Code, Existing Building, International Property Maintenance Code* or the *Florida Fire Prevention Code*.

[A] 102.6.1 Buildings not previously occupied. A building or portion of a building that has not been previously occupied or used for its intended purpose in accordance with the laws in existence at the time of its completion shall comply with the provisions of the *Florida Building Code, Building* or *Florida Building Code, Residential*, as applicable, for new construction or with any current *permit* for such occupancy.

[A] 102.6.2 Buildings previously occupied. The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the *Florida Fire Prevention Code, International Property Maintenance Code* or as is deemed necessary by the *building official* for the general safety and welfare of the occupants and the public.

102.7 Relocation of manufactured buildings.

- (1) Relocation of an existing manufactured building does not constitute an alteration.
- (2) A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the Standard Building

Code (prior to March 1, 2002), the wind speed map of the Standard Building Code shall be applicable. If the existing building was manufactured in compliance with the *Florida Building Code* (after March 1, 2002), the wind speed map of the *Florida Building Code* shall be applicable.

- (3) A relocated building shall comply with the flood hazard area requirements of the new location, if applicable.

102.8 Existing mechanical equipment. An agency or local government may not require that existing mechanical equipment located on or above the surface of a roof be installed in compliance with the requirements of the *Florida Building Code* except during reroofing when the equipment is being replaced or moved and is not in compliance with the provisions of the *Florida Building Code* relating to roof-mounted mechanical units.

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION 103 DEPARTMENT OF BUILDING SAFETY

103.1 Creation of enforcement agency. The Department of Building Safety is hereby created and the official in charge thereof shall be known as the *building official*.

103.2 Appointment. The *building official* shall be appointed by the chief appointing authority of the jurisdiction.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *building official* shall have the authority to appoint a deputy *building official*, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the *building official*.

For the maintenance of existing properties, see the *International Property Maintenance Code*.

SECTION 104

DUTIES AND POWERS OF BUILDING OFFICIAL

[A] 104.1 General. The *building official* is hereby authorized and directed to enforce the provisions of this code. The *building official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

[A] 104.2 Applications and *permits*. The *building official* shall receive applications, review *construction documents* and issue *permits* for the erection, and *alteration*, demolition and moving of buildings and structures, inspect the premises for which such *permits* have been issued and enforce compliance with the provisions of this code.

104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas. For applications for reconstruction, rehabilitation, *repair*, *alteration*, *addition* or other improvement of existing buildings or structures located in *flood hazard areas*, the *building official* shall determine if the proposed work constitutes substantial improvement or *repair of substantial damage*. Where the *building official* determines that the proposed work constitutes *substantial improvement* or *repair of substantial damage*, and where required by this code, the *building official* shall require the building to meet the requirements of Section 1612 or R322 of the Florida Building Code, Residential, as applicable.

[A] 104.3 Notices and orders. The *building official* shall issue all necessary notices or orders to ensure compliance with this code.

[A] 104.4 Inspections. The *building official* shall make all of the required inspections, or

the *building official* shall have the authority to accept reports of inspection by *approved agencies* or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such *approved agency* or by the responsible individual. The *building official* is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

[A] 104.5 Identification. The *building official* shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

[A] 104.6 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or where the *building official* has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the *building official* is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the *building official* shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the *building official* shall have recourse to the remedies provided by law to secure entry.

[A] 104.7 Department records. The *building official* shall keep official records of applications received, *permits* and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records per FS 119.

104.8 Liability. The *building official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The *building official* or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

[A] 104.8.1 Legal defense. Any suit or criminal complaint instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representatives of the jurisdiction until the final termination of the proceedings. The *building official* or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

[A] 104.9 Approved materials and equipment. Materials, equipment and devices *approved* by the *building official* shall be constructed and installed in accordance with such approval.

[A] 104.9.1 Used materials and equipment. The use of used materials that meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless *approved* by the *building official*.

[A] 104.10 Modifications. Wherever there are practical difficulties involved in carrying out the

provisions of this code, the *building official* shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the *building official* shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department of building safety.

104.10.1 Flood hazard areas. The *building official* shall coordinate with the floodplain administrator to review requests submitted to the *building official* that seek approval to modify the strict application of the flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Section 117.

[A] 104.11 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material, design or method of construction shall be *approved* where the *building official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength, effectiveness, *fire resistance*, durability and safety. Where the alternative material, design or method of construction is not *approved*, the *building official* shall respond in writing, stating the reasons why the alternative was not *approved*.

[A] 104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid

research reports from *approved* sources.

[A] 104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the *building official* shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *building official* shall approve the testing procedures. Tests shall be performed by an *approved agency*. Reports of such tests shall be retained by the *building official* for the period required for retention of public records.

104.12 Requirements not covered by code.

Any requirements necessary for strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or other technical codes, shall be determined by the *building official*.

SECTION 105 PERMITS

[A] 105.1 Required. Any *owner* or owner's authorized agent who intends to construct, enlarge, alter, *repair*, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, *repair*, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the *building official* and obtain the required *permit*.

[A] 105.1.1 Annual facility *permit*. In lieu of an individual *permit* for each *alteration* to an existing electrical, gas, mechanical, plumbing or interior nonstructural office system(s), the *building official* is authorized to issue an

annual *permit* for any occupancy to facilitate routine or emergency service, repair, refurbishing, minor renovations of service systems or manufacturing equipment installations/relocations. The *building official* shall be notified of major changes and shall retain the right to make inspections at the facility site as deemed necessary. An annual facility *permit* shall be assessed with an annual fee and shall be valid for one year from date of issuance. A separate *permit* shall be obtained for each facility and for each construction trade, as applicable. The *permit* application shall contain a general description of the parameters of work intended to be performed during the year.

[A] 105.1.2 Annual Facility *permit* records.

The person to whom an annual *permit* is issued shall keep a detailed record of *alterations* made under such annual *permit*. The *building official* shall have access to such records at all times or such records shall be filed with the *building official* as designated.

105.1.3 Food *permit*. In accordance with Section 500.12, *Florida Statutes*, a food *permit* from the Department of Agriculture and Consumer Services is required of any person who operates a food establishment or retail store.

105.1.4 Public swimming pool. The local enforcing agency may not issue a building permit to construct, develop, or modify a public swimming pool without proof of application, whether complete or incomplete, for an operating *permit* pursuant to Section 514.031, *Florida Statutes*. A certificate of completion or occupancy may not be issued until such operating *permit* is issued. The local enforcing agency shall conduct their review of the building *permit* application upon filing and in accordance with Chapter 553, *Florida Statutes*. The local enforcing agency may confer with the Department of Health, if necessary, but may not delay the building *permit* application review while awaiting comment from the Department of Health.

[A] 105.2 Work exempt from *permit*.

Exemptions from *permit* requirements of this

code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction, to include work in any special flood hazard area. Exemptions granted under this section do not relieve the owner or contractor from their duty to comply with applicable provisions of the Florida Building Code, and requirements of the *local floodplain management ordinance*. *Permits* shall not be required for the following:

Building:

1. One-story detached accessory structures used as playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m²).
2. Oil derricks.
3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
4. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18 925 L) and the ratio of height to diameter or width does not exceed 2:1.
5. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or *story* below and are not located within the City right of way or part of an *accessible route*.
6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

Exception: Any of the above that are part of an alteration, new building, kitchen or bathroom remodel, or any other project that as a whole needs to have a *permit*.
7. Temporary motion picture, television and theater stage sets and scenery.
8. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18 925 L) and are installed entirely above ground.
9. Shade cloth structures constructed for

nursery or agricultural purposes, not including service systems.

10. Swings and other playground equipment accessory to detached one- and two-family dwellings.
11. Window *awnings* supported by an *exterior wall* that do not project more than 54 inches (1372 mm) from the *exterior wall* and do not require additional support, of Groups R-3 and U occupancies.
12. Non fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of *approved* portable electrical equipment to *approved* permanently installed receptacles.

Radio and television transmitting stations:

The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

Temporary testing systems: A *permit* shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1

horsepower (0.75 kW) or less.

8. The installation, replacement, removal or metering of any load management control device.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a *permit* shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

[A] 105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the *permit* application shall be submitted within the next working business day to the *building official*.

[A] 105.2.2 Minor repairs. Ordinary minor repairs may be made with the approval of the *building official* without a *permit*, provided the repairs do not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required *means of egress*, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include *addition* to, *alteration* of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring systems or mechanical equipment or other work affecting public health or general safety, and such repairs shall not violate any of the provisions of the technical codes.

[A] 105.2.3 Public service agencies. A *permit* shall not be required for the installation, *alteration* or repair of generation, transmission, distribution or metering or other related

equipment that is under the ownership and control of public service agencies by established right unless connected to a privately owned metering system.

[A] 105.3 Application for *permit*. To obtain a *permit*, the applicant shall first file an application therefor in writing on a form furnished by the building department for that purpose.

Permit application forms shall be in the format prescribed by a local administrative board, if applicable, and must comply with the requirements of Sections 713.135(5) and (6), *Florida Statutes*.

Each application shall be inscribed with the date of application, and the code in effect as of that date. For a building *permit* for which an application is submitted prior to the effective date of the *Florida Building Code*, the state minimum building code in effect in the permitting jurisdiction on the date of the application governs the permitted work for the life of the *permit* and any extension granted to the *permit*.

Effective October 1, 2017, a local enforcement agency shall post each type of building *permit* application on its website. Completed applications must be able to be submitted electronically to the appropriate building department. Accepted methods of electronic submission include, but are not limited to, e-mail submission of applications in portable document format or submission of applications through an electronic fill-in form available on the building department's website or through a third-party submission management software. Payments, attachments, or drawings required as part of the application may be submitted in person in a nonelectronic format, at the discretion of the *building official*.

[A] 105.3.1 Action on application. The *building official* shall examine or cause to be examined applications for *permits* and amendments thereto within a reasonable time after filing. If the application or the *construction documents* do not conform to the requirements

of pertinent laws, the *building official* shall reject such application in writing, stating the reasons therefor. If the *building official* is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the *building official* shall issue a *permit* therefor as soon as practicable. When authorized through contractual agreement with a school board, in acting on applications for *permits*, the *building official* shall give first priority to any applications for the construction of, or addition or renovation to, any school or educational facility.

105.3.1.1 If a state university, Florida college or public school district elects to use a local government's code enforcement offices, fees charged by counties and municipalities for enforcement of the *Florida Building Code* on buildings, structures, and facilities of state universities, state colleges, and public school districts shall not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the code.

105.3.1.2 No *permit* may be issued for any building construction, erection, alteration, modification, repair, or addition unless the applicant for such *permit* provides to the enforcing agency which issues the *permit* any of the following documents which apply to the construction for which the *permit* is to be issued and which shall be prepared by or under the direction of an engineer registered under Chapter 471, *Florida Statutes*:

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than \$125,000.
2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. Personnel as authorized by chapter 633 *Florida Statutes*, may design a fire sprinkler system of 49 or fewer heads and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of not more than 49 heads, notwithstanding the size of the

existing fire sprinkler system.

3. Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than \$125,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one-, two-, three-, or four-family structure.

An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, *Florida Statutes*, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of \$125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

Example 1: When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

Example 2: Consider a small single-story office building which consists of six individual offices where each office has a single three-ton package air conditioning heat pump. The six heat pumps are connected to a single water cooling tower. The cost of the entire heating, ventilation and air-conditioning work is \$47,000 and the office building accommodates fewer than 100 persons. Because the six mechanical units are connected to a common water tower, this is considered to be an 18-ton system.

Note: It was further clarified by the Commission that the limiting criteria of 100 persons and \$125,000 apply to the building

occupancy load and the cost for the total air-conditioning system of the building.

4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than \$5,000.
5. Electrical documents. See *Florida Statutes* 471.003(2)(h). Any electrical system meeting the following thresholds are required to be designed by a Florida Registered Engineer; Any electrical system with a value of over \$125,000; and requiring an aggregate service capacity of over 600 amperes (240 volts) on a residential electrical system or over 800 amperes (240 volts) on a commercial or industrial electrical system;
NOTE: It was further clarified by the Commission that the limiting factor of 240 volt or over is required to be designed by an Engineer. Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in Section 471.025, *Florida Statutes*.
6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, *Florida Statutes*.

[A] 105.3.2 Time limitation of application.

An application for a *permit* for any proposed work shall be deemed to have been abandoned becoming null and void 180 days after the date of filing, unless such application has been pursued in good faith or a *permit* has been issued; except that the *building official* is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

105.3.3 An enforcing authority may not issue a building *permit* for any building construction, erection, alteration, modification, repair or addition unless the *permit* either includes on its face or there is attached to the *permit* the following statement: "NOTICE: In addition to the requirements of this *permit*, there may be

additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional *permits* required from other governmental entities such as water management districts, state agencies, or federal agencies."

105.3.4 A building *permit* for a single-family residential dwelling must be issued within 30 working days of application therefor unless unusual circumstances require a longer time for processing the application or unless the *permit* application fails to satisfy the *Florida Building Code* or the enforcing agency's laws or ordinances.

105.3.5 Identification of minimum premium policy. Except as otherwise provided in Chapter 440, *Florida Statutes*, Workers' Compensation, every employer shall, as a condition to receiving a building *permit*, show proof that it has secured compensation for its employees as provided in Sections 440.10 and 440.38, *Florida Statutes*.

105.3.6 Asbestos removal. Moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph. To qualify for exemption under this paragraph, an owner must personally appear and sign the building *permit* application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:

Disclosure Statement: State law requires asbestos abatement to be done by licensed contractors. You have applied for a *permit* under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you

sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances.

105.3.7 Applicable Code for Manufactured Buildings. Manufacturers should be permitted to complete all buildings designed and approved prior to the effective date of a new code edition, provided a clear signed contract is in place. The contract shall provide specific data mirroring that required by an application for *permit*, specifically, without limitation, date of execution, building owner or dealer, and anticipated date of completion. However, the construction activity must commence within 6 months of the contract's execution. The contract is subject to verification by the Department of Business and Professional Regulation.

105.3.8 Public right of way. A *permit* shall not be given by the *building official* for the construction of any building, or for the alteration of any building where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on any street, alley or public lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises, unless the applicant has received a right of way *permit* from the Public Works Department over the street, alley or public lane.

105.4 Conditions of the *permit*. The issuance or granting of a *permit* shall not be construed to be a *permit* for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. *Permits* presuming to give authority to violate or cancel the provisions of this code or other

ordinances of the jurisdiction shall not be valid. The issuance of a *permit* based on *construction documents* and other data shall not prevent the *building official* from requiring the correction of errors in the *construction documents* and other data. The *building official* is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinance of this jurisdiction.

105.4.1 *Permit* intent. A *permit* issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a *permit* prevent the *building official* from thereafter requiring a correction of errors in plans, construction or violations of this code. Every *permit* issued shall become invalid unless the work authorized by such *permit* is commenced within 6 months after its issuance, or if the work authorized by such *permit* is suspended or abandoned for a period of 6 months after the time the work is commenced.

105.4.1.1 If work has commenced and the *permit* is revoked, becomes null and void, or expires because of lack of progress or abandonment, a new *permit* covering the proposed construction shall be obtained before proceeding with the work.

105.4.1.2 If a new *permit* is not obtained within 180 days from the date the initial *permit* became null and void, the *building official* is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new *permit* may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial *permit* became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new *permit*.

105.4.1.3 Work shall be considered to be in active progress when the *permit* has received an approved inspection within 180 days. This provision shall not be applicable in case of civil

commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process.

105.4.1.4 The fee for renewal reissuance and extension of a *permit* shall be set forth by the administrative authority.

105.5 Expiration. Every *permit* issued shall become invalid unless the work on the site authorized by such *permit* is commenced within 180 days after its issuance, or if the work authorized on the site by such *permit* holder and property owner shall be responsible to either complete all work in accordance with the permitted plans and inspection or remove any partially completed work in a safe and code compliant manner. The *building official* is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested prior to expiration, in writing, and justifiable cause demonstrated as determined by the *building official*.

105.5.1 Additional options for closing a *permit*. Pursuant to Section 553.79(15), Florida Statutes, a property owner, regardless of whether the property owner is the one listed on the application for the building *permit*, may close a building *permit* by complying with the following requirements:

1. The property owner may retain the original contractor listed on the permit or hire a different contractor appropriately licensed in this state to perform the work necessary to satisfy the conditions of the permit and to obtain any necessary inspection in order to close the *permit*. If a contractor other than the original contractor listed on the *permit* is hired by the property owner to close the permit, such contractor is not liable for any defects in the work performed by the original contractor and is only liable for the work that he or she performs.
2. The property owner may assume the role of an owner- builder, in accordance with Sections 489.103(7) and 489.503(6), *Florida Statutes*.
3. If a building *permit* is expired and its requirements have been substantially completed, as determined by the local

enforcement agency, the *permit* may be closed without having to obtain a new building *permit*, and the work required to close the *permit* may be done pursuant to the building code in effect at the time the local enforcement agency received the application for the *permit*, unless the contractor has sought and received approval from the local enforcement agency for an alternative material, design or method of construction.

4. A local enforcement agency may close a building *permit* 6 years after the issuance of the *permit*, even in the absence of a final inspection, if the local enforcement agency determines that no apparent safety hazard exists.

For purposes of this section, the term “close” means that the requirements of the *permit* have been satisfied.

105.5.2 For the purposes of this subsection, a *closed permit* shall mean a *permit* for which all requirements for completion have been satisfied or a *permit* that has been administratively closed by the *building official*.

105.5.3 For the purposes of this subsection, an *open permit* shall mean a *permit* that has not satisfied all requirements for completion as defined in 105.5.1.1.

[A] 105.6 Denial or revocation. Whenever a *permit* required under this section is denied or revoked because the plan, or the construction, erection, alteration, modification, repair, or demolition of a building, is found by the local enforcing agency to be not in compliance with the *Florida Building Code*, the local enforcing agency shall identify the specific plan or project features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the *permit* applicant. If the local building code administrator or inspector finds that the plans are not in compliance with the *Florida Building Code*, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and

sections upon which the finding is based, and provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the *permit* applicant.

105.6.1 Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building *permit* to; issue a notice of violation to; or fine, penalize, sanction or assess fees against an arm's-length purchaser of a property for value solely because a building *permit* applied for by a previous owner of the property was not closed. The local enforcement agency shall maintain all rights and remedies against the property owner and contractor listed on the *permit*.

105.6.2 Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building *permit* to a contractor solely because the contractor is listed on other building *permits* that were not closed. A local enforcement agency has the authority to deny a new *permit* application from an applicant for other reasons.

[A] 105.7 Placement of *permit*. The building *permit* or copy shall be kept on the site of the work until the completion of the project.

105.8 Notice of commencement. In accordance with Section 713.135, *Florida Statutes*, when any person applies for a building *permit*, the authority issuing such *permit* shall print on the face of each *permit* card in no less than 14-point, capitalized, boldfaced type: "WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

105.9 Asbestos. The enforcing agency shall require each building *permit* for the demolition or renovation of an existing structure to contain

an asbestos notification statement which indicates the owner's or operator's responsibility to comply with the provisions of Section 469.003, *Florida Statutes*, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law.

105.1 Certificate of protective treatment for prevention of termites. A weather-resistant job-site posting board shall be provided to receive duplicate treatment certificates as each required protective treatment is completed, providing a copy for the person the *permit* is issued to and another copy for the building *permit* files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval.

105.11 Notice of termite protection. A permanent sign which identifies the termite treatment provider and need for reinspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.

105.12 Work starting before *permit* issuance. Upon approval of the *building official*, the scope of work delineated in the building *permit* application and plan may be started prior to the final approval and issuance of the *permit*, provided any work completed is entirely at risk of the *permit* applicant and the work does not proceed past the first required inspection.

105.13 Phased *permit* approval. After submittal of the appropriate construction documents, the *building official* is authorized to issue a *permit* for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted. The holder of such *permit* for the

foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a *permit* for the entire structure will be granted. Corrections may be required to meet the requirements of the technical codes.

105.14 Permit issued on basis of an affidavit. Whenever a *permit* is issued in reliance upon an affidavit or whenever the work to be covered by a *permit* involves installation under conditions which, in the opinion of the *building official*, are hazardous or complex, the *building official* shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise such work. In addition, they shall be responsible for conformity to the *permit*, provide copies of inspection reports as inspections are performed, and upon completion make and file with the *building official* written affidavit that the work has been done in conformity to the reviewed plans and with the structural provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the *building official*. The *building official* shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, *Florida Statutes*, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, *Florida Statutes*.

Exception: *Permit* issued on basis of an affidavit shall not extend to the flood load and flood resistance requirements of the *Florida Building Code*.

105.15 Opening protection. When any activity requiring a building *permit*, not including roof covering replacement or repair work associated with the prevention of degradation of the residence, that is applied for on or after July 1, 2008, and for which the estimated cost is \$50,000 or more for a site built single-family detached residential structure that is located in the wind-borne debris region as defined in this code and that has an insured value of \$750,000 or more, or, if the site built single-family detached residential structure is uninsured or for which

documentation of insured value is not presented, has a just valuation for the structure for purposes of ad valorem taxation of \$750,000 or more; opening protections as required within this code or *Florida Building Code, Residential* for new construction shall be provided.

Exception: Where defined wind-borne debris regions have not changed, single family residential structures permitted subject to the *Florida Building Code* are not required to comply with this section.

105.16 Inspection of existing residential building not impacted by construction.

- (a) A local enforcing agency, and any local building code administrator, inspector, or other official or entity, may not require as a condition of issuance of a one- or two-family residential building *permit* the inspection of any portion of a building, structure, or real property that is not directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the *permit* is sought.
- (b) This subsection does not apply to a building *permit* sought for:
 1. A substantial improvement as defined in s. 161.54, *Florida Statutes* or as defined in the *Florida Building Code*.
 2. A change of occupancy as defined in the *Florida Building Code*.
 3. A conversion from residential to nonresidential or mixed use pursuant to s. 553.507(2)(a), *Florida Statutes* or as defined in the *Florida Building Code*.
 4. A historic building as defined in the *Florida Building Code*.
- (c) This subsection does not prohibit a local enforcing agency, or any local building code administrator, inspector, or other official or entity, from:
 1. Citing any violation inadvertently observed in plain view during the ordinary course of an inspection conducted in accordance with the prohibition in paragraph (a).
 2. Inspecting a physically nonadjacent portion of a building, structure, or real property that is directly impacted by the construction, erection, alteration,

modification, repair, or demolition of the building, structure, or real property for which the *permit* is sought in accordance with the prohibition in paragraph (a).

3. Inspecting any portion of a building, structure, or real property for which the owner or other person having control of the building, structure, or real property has voluntarily consented to the inspection of that portion of the building, structure, or real property in accordance with the prohibition in paragraph (a).
4. Inspecting any portion of a building, structure, or real property pursuant to an inspection warrant issued in accordance with ss. 933.20-933.30, *Florida Statutes*.

105.17 Streamlined low-voltage alarm system installation permitting.

(1) As used in this section, the term:

- (a) "Contractor" means a person who is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under Part II of Chapter 489, *Florida Statutes*.
- (b) "Low-voltage alarm system project" means a project related to the installation, maintenance, inspection, replacement, or service of a new or existing alarm system, as defined in s. 489.505, *Florida Statutes*, that is hardwired and operating at low voltage, as defined in the *National Electrical Code* Standard 70, Current Edition, or a new or existing low-voltage electric fence, and ancillary components or equipment attached to such a system, or fence, including, but not limited to, home-automation equipment, thermostats, closed-circuit television systems, access controls, battery recharging devices, and video cameras.
- (c) "Low-voltage electric fence" means an alarm system, as defined in s. 489.505, that consists of a fence structure and an energizer powered by a commercial storage battery not exceeding 12 volts which produces an electric charge

upon contact with the fence structure.

- (d) "Wireless alarm system" means a burglar alarm system of smoke detector that is not hardwired.
- (2) Notwithstanding any provision of this code, this section applies to all low-voltage alarm system projects for which a *permit* is required by a local enforcement agency. However, a *permit* is not required to install, maintain, inspect, replace, or service a wireless alarm system, including any ancillary components or equipment attached to the system.
- (3) A low-voltage electric fence must meet all of the following requirements to be permitted as a low-voltage alarm system project and no further *permit* shall be required for the low-voltage alarm system project other than as provided in this section:
 - (a) The electric charge produced by the fence upon contact must not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of International Electrotechnical Commission Standard No. 60335-2-76, Current Edition.
 - (b) A nonelectric fence or wall must completely enclose the low-voltage electric fence. The low-voltage electric fence may be up to 2 feet higher than the perimeter nonelectric fence or wall.
 - (c) The low-voltage electric fence must be identified using warning signs attached to the fence at intervals of not more than 60 feet.
 - (d) The low-voltage electric fence shall not be installed in an area zoned exclusively for single-family or multi-family residential use.
 - (e) The low-voltage electric fence shall not enclose the portions of a property which are used for residential purposes.
- (4) This section does not apply to the installation or replacement of a fire alarm if a plan review is required.
- (5) A local enforcement agency shall make uniform basic *permit* labels available for purchase by a contractor to be used for the installation or replacement of a new or existing alarm system at a cost as

indicated in s. 553.793, *Florida Statutes*. The local enforcement agency may not require the payment of any additional fees, charges, or expenses associated with the installation or replacement of a new or existing alarm.

- (a) A local enforcement agency may not require a contractor, as a condition of purchasing a label, to submit information other than identification information of the licensee and proof of registration or certification as a contractor.
- (b) A label is valid for 1 year after the date of purchase and may only be used within the jurisdiction of the local enforcement agency that issued the label. A contractor may purchase labels in bulk for one or more unspecified current or future projects.
- (6) A contractor shall post an unused uniform basic *permit* label in a conspicuous place on the premises of the low-voltage alarm system project site before commencing work on the project.
- (7) A contractor is not required to notify the local enforcement agency before commencing work on a low-voltage alarm system project. However, a contractor must submit a Uniform Notice of a Low-Voltage Alarm System Project as provided under subsection (7) to the local enforcement agency within 14 days after completing the project. A local enforcement agency may take disciplinary action against a contractor who fails to timely submit a Uniform Notice of a Low-Voltage Alarm System Project.
- (8) The Uniform Notice of a Low-Voltage Alarm System Project may be submitted electronically or by facsimile if all submissions are signed by the owner, tenant, contractor, or authorized representative of such persons. The Uniform Notice of a Low-Voltage Alarm System Project shall be in the format prescribed by the local enforcement agency and must comply with the requirements of s. 553.793(7), *Florida Statutes*.
- (9) A local enforcement agency may coordinate directly with the owner or

customer to inspect a low-voltage alarm system to ensure compliance with applicable codes and standards. If a low-voltage alarm system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.

- (10) A municipality, county, district, or other entity of local government may not adopt or maintain in effect any ordinance or rule regarding a low-voltage alarm system project that is inconsistent with this section.
- (11) A uniform basic *permit* label shall not be required for the subsequent maintenance, inspection, or service of an alarm system that was permitted in accordance with this section.

The provisions of this act are not intended to impose new or additional licensure requirements on persons licensed in accordance with the applicable provisions of Chapter 489, *Florida Statutes*.

SECTION 106 FLOOR AND ROOF DESIGN LOADS

[A] 106.1 Live loads posted. In commercial or industrial buildings, for each floor or portion thereof designed for *live loads* exceeding 50 psf (2.40 kN/m²), such design *live loads* shall be conspicuously posted by the owner or the owner's authorized agent in that part of each *story* in which they apply, using durable signs. It shall be unlawful to remove or deface such notices.

[A] 106.2 Issuance of certificate of occupancy. A certificate of occupancy required by Section 111 shall not be issued until the floor load signs, required by Section 106.1, have been installed.

[A] 106.3 Restrictions on loading. It shall be unlawful to place, or cause or *permit* to be placed, on any floor or roof of a building, structure or portion thereof, a load greater than is permitted by this code.

SECTION 107 SUBMITTAL DOCUMENTS

[A] 107.1 General. Submittal documents consisting of *construction documents*, statement of *special inspections*, geotechnical report and other data shall be submitted in electronic format with each *permit* application. The *construction documents* shall be prepared by a *registered design professional* where required by Chapter 471, *Florida Statutes* & 61G15 *Florida Administrative Code* or Chapter 481, *Florida Statutes* & 61G1 *Florida Administrative Code*. Where special conditions exist, the *building official* is authorized to require additional *construction documents* to be prepared by a *registered design professional*.

Exception: The *building official* is authorized to waive the submission of *construction documents* and other data not required to be prepared by a *registered design professional* if it is found that the nature of the work applied for is such that review of *construction documents* is not necessary to obtain compliance with this code.

[A] 107.2 Construction documents.

Construction documents shall be in accordance with Sections 107.2.1 through 107.2.6.

107.2.1 Information on construction documents.

Construction documents shall be dimensioned and prepared as electronic media documents and shall be submitted to the *building official*. *Construction documents* shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the *building official*. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the technical codes. Such information shall be specific, and the technical codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person

responsible for the design.

[A] 107.2.2 Fire protection system shop drawings.

Shop drawings for the *fire protection system(s)* shall be submitted to indicate conformance to this code and the *construction documents* and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9.

[A] 107.2.3 Means of egress.

The *construction documents* shall show in sufficient detail the location, construction, size and character of all portions of the *means of egress* including the path of the *exit discharge* to the *public way* in compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, and I-1, the *construction documents* shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

[A] 107.2.4 Exterior wall envelope.

Construction documents for all buildings shall describe the *exterior wall envelope* in sufficient detail to determine compliance with this code. The *construction documents* shall provide details of the *exterior wall envelope* as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings.

The *construction documents* shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the *construction documents* maintain the weather resistance of the *exterior wall envelope*. The supporting documentation shall fully describe the *exterior wall* system that was tested, where applicable, as well as the test procedure used.

107.2.5 Exterior balcony and elevated walking surfaces.

Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain, snow or

irrigation, and the structural framing is protected by an impervious moisture barrier, the construction documents shall include details for all elements of the impervious moisture barrier system. The construction documents shall include manufacturer's installation instructions.

[A] 107.2.6 Site plan. The *construction documents* submitted with the application for *permit* shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from *lot lines*, the established street grades and the proposed finished grades and, as applicable, *flood hazard areas*, *floodways*, and *design flood elevations*; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The *building official* is authorized to waive or modify the requirement for a site plan where the application for *permit* is for *alteration* or *repair* or where other- wise warranted.

[A] 107.2.6.1 Design flood elevations. Where *design flood elevations* are not specified, they shall be established in accordance with Section 1612.3.1.

107.2.6.2 For the purpose of inspection and record retention, site plans for a building may be maintained in the form of an electronic copy at the worksite. These plans must be open to inspection by the *building official* or a duly authorized representative, as required by the *Florida Building Code*.

[A] 107.2.7 Structural information. The *construction documents* shall provide the information specified in Section 1603.

[A] 107.3 Examination of documents. The *building official* shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other

pertinent laws or ordinances.

Exceptions:

1. Building plans approved pursuant to Section 553.77(5), *Florida Statutes*, and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to Rule 61-41.009, *Florida Administrative Code*, shall be sufficient for local *permit* application documents of record for the modular building portion of the permitted project.
2. Industrial construction on sites where design, construction and fire safety are supervised by appropriately licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to approval by the *building official*, from review of plans and inspections, providing the appropriate licensed design and inspection professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

[A] 107.3.1 Approval of construction documents. When the *building official* issues a *permit*, the *construction documents* shall be *approved*, in writing or by stamp, as "Reviewed for Code Compliance." One set of *construction documents* so reviewed shall be retained by the *building official*. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the *building official* or a duly authorized representative.

[A] 107.3.2 Previous approvals. This code shall not require changes in the *construction documents*, construction or designated occupancy of a structure for which a lawful *permit* has been heretofore issued or otherwise law- fully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code

and has not been abandoned.

[A] 107.3.3 Phased approval. The *building official* is authorized to issue a *permit* for the construction of foundations or any other part of a building or structure before the *construction documents* for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such *permit* for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a *permit* for the entire structure will be granted.

[A] 107.3.4 Design professional in responsible charge. Where it is required that documents be prepared by a *registered design professional*, the *building official* shall be authorized to require the *owner* or the *owner's* authorized agent to engage and designate on the building *permit* application a *registered design professional* who shall act as the *registered design professional in responsible charge*. If the circumstances require, the *owner* or the *owner's* authorized agent shall designate a substitute *registered design professional in responsible charge* who shall perform the duties required of the original *registered design professional in responsible charge*. The *building official* shall be notified in writing by the *owner* or *owner's* authorized agent if the *registered design professional in responsible charge* is changed or is unable to continue to perform the duties.

The *registered design professional in responsible charge* shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.

107.3.4.1 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the *building official*.

Deferral of any submittal items shall have the prior approval of the *building official*. The *registered design professional in responsible*

charge shall list the deferred submittals on the *construction documents* for review by the *building official*.

Documents for deferred submittal items shall be submitted to the *registered design professional in responsible charge* who shall review them and forward them to the *building official* with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been *approved* by the *building official*.

107.3.4.2 Certifications by contractors authorized under the provisions of Section 489.115(4)(b), *Florida Statutes*, shall be considered equivalent to sealed plans and specifications by a person licensed under Chapter 471, *Florida Statutes*, or Chapter 481, *Florida Statutes*, by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind-resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one- and two-family dwellings. Local enforcement agencies may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, local government code enforcement agencies may accept or reject plans sealed by persons licensed under Chapters 471, 481 or 489, *Florida Statutes*.

107.3.5 Minimum plan review criteria for buildings. The examination of the documents by the *building official* shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; all fenestration and building envelope penetrations; flashing; and rough opening dimensions; and all exterior elevations:

Commercial Buildings:
Building:

1. Site requirements:
Parking Fire access
Vehicle loading

- Driving/turning radius
- Fire hydrant/water supply/post indicator valve (PIV)
- Set back/separation (assumed property lines)
- Location of specific tanks, water lines and sewer lines
- Flood hazard areas, flood zones, and design flood elevations
- 2. Occupancy group and special occupancy requirements shall be determined (with cross check with the energy code submittal).
- 3. Minimum type of construction shall be determined (see Table 503).
- 4. Fire-resistant construction requirements shall include the following components:
 - Fire-resistant separations
 - Fire-resistant protection for type of construction
 - Protection of openings and penetrations of rated walls
 - Fireblocking and draftstopping* and calculated fire resistance
- 5. Fire suppression systems shall include:
 - Early warning smoke evacuation systems
 - Schematic fire sprinklers
 - Standpipes
 - Pre-engineered systems
 - Riser diagram.
- 6. Life safety systems shall be determined and shall include the following requirements:
 - Occupant load and egress capacities
 - Early warning
 - Smoke control
 - Stair pressurization
 - Systems schematic
- 7. Occupancy load/egress requirements shall include:
 - Occupancy load
 - Gross
 - Net
 - Means of egress
 - Exit access
 - Exit
 - Exit discharge
 - Stairs construction/geometry and protection
 - Doors
 - Emergency lighting and exit signs
 - Specific occupancy requirements
 - Construction requirements
 - Horizontal exits/exit passageways
- 8. Structural requirements shall include:
 - Soil conditions/analysis
 - Termite protection
 - Design loads
 - Wind requirements
 - Building envelope
 - Impact resistant coverings or systems
 - Structural calculations (if required)
 - Foundation
 - Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, flood damage-resistant materials
 - Wall systems
 - Floor systems
 - Roof systems
 - Threshold inspection plan
 - Stair systems
- 9. Materials shall be reviewed and shall at a minimum include the following:
 - Wood
 - Steel
 - Aluminum
 - Concrete
 - Plastic
 - Glass
 - Masonry
 - Gypsum board and plaster
 - Insulating (mechanical)
 - Roofing
 - Insulation
 - Building envelope portions of the Energy Code (including calculation and mandatory requirements)
- 10. Accessibility requirements shall include the following:
 - Site requirements
 - Accessible route
 - Vertical accessibility
 - Toilet and bathing facilities
 - Drinking fountains
 - Equipment
 - Special occupancy requirements
 - Fair housing requirements
- 11. Interior requirements shall include the following:
 - Interior finishes (flame spread/smoke development)
 - Light and ventilation (including corresponding portion of the energy code)
 - Sanitation
- 12. Special systems:
 - Elevators
 - Escalators

Lifts

13. Swimming pools:
Barrier requirements
Spas
Wading pools
14. Location and installation details. The specific location and installation details of each fire door, fire damper, ceiling damper and smoke damper shall be shown and properly identified on the building plans by the designer.

Electrical:

1. Electrical:
Wiring
Services
Feeders and branch circuits
Overcurrent protection
Grounding
Wiring methods and materials
GFCIs
Electrical portions of the Energy Code (including calculation and mandatory requirements)
2. Equipment
3. Special occupancies
4. Emergency systems
5. Communication systems
6. Low voltage
7. Load calculations
8. Design flood elevation

Plumbing:

1. Minimum plumbing facilities
2. Fixture requirements
3. Water supply piping
4. Sanitary drainage
5. Water heaters
6. Vents
7. Roof drainage
8. Back flow prevention
9. Irrigation
10. Location of water supply line
11. Grease traps
12. Environmental requirements
13. Plumbing riser
14. Design flood elevation
15. Water/plumbing portions of the Energy Code (including calculation and mandatory requirements)

Mechanical:

1. Mechanical portions of the Energy

calculations

2. Exhaust systems: Clothes dryer exhaust
Kitchen equipment exhaust
Specialty exhaust systems
3. Equipment
4. Equipment location
5. Make-up air
6. Roof-mounted equipment
7. Duct systems
8. Ventilation
9. Combustion air
10. Chimneys, fireplaces and vents
11. Appliances
12. Boilers
13. Refrigeration
14. Bathroom ventilation
15. Laboratory
16. Design flood elevation

Gas:

1. Gas piping
2. Venting
3. Combustion air
4. Chimneys and vents
5. Appliances
6. Type of gas
7. Fireplaces
8. LP tank location
9. Riser diagram/shutoffs
10. Design flood elevation
11. Gas portions of the Energy Code (including calculation and mandatory requirements)

Demolition:

1. Asbestos removal

Residential (one- and two-family):

1. Site requirements:
Set back/separation (assumed property lines) Location of septic tanks
2. Fire-resistant construction (if required)
3. Fire
4. Smoke detector locations
5. Egress:
Egress window size and location stairs construction requirements
6. Structural requirements shall include:
Wall section from foundation through roof, including assembly and materials connector tables wind requirements structural calculations (if required)
Termite protection
Design loads

Wind requirements

Building envelope

Foundation

Wall systems

Floor systems

Roof systems

Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, equipment, and flood damage-resistant materials

7. Accessibility requirements:

Show/identify

Accessible bath

8. Impact resistant coverings or systems

9. Residential Energy Code submittal (including calculation and mandatory requirements)

Manufactured buildings/housing:

1. Site requirements

Setback/separation (assumed property lines)

Location of septic tanks (if applicable)

2. Structural

Wind zone

Anchoring

Blocking

3. Plumbing

List potable water source and meter size (if applicable)

4. Mechanical

Exhaust systems

Clothes dryer exhaust

Kitchen equipment exhaust

5. Electrical exterior disconnect location

Exemptions: Plans examination by the building official shall not be required for the following work:

1. Replacing existing equipment such as mechanical units, water heaters, etc.

2. Reroofs

3. Minor electrical, plumbing and mechanical repairs

4. Annual maintenance *permits*

5. Prototype plans:

Except for local site adaptations, siding, foundations and/or modifications.

Except for structures that require waiver.

6. Manufactured buildings plan except for foundations and modifications of buildings on site and as listed above in manufactured

buildings/housing.

[A] 107.4 Amended construction documents.

Work shall be installed in accordance with the *approved construction documents*, and any changes made during construction that are not in compliance with the *approved construction documents* shall be resubmitted for approval as an amended set of *construction documents*.

[A] 107.5 Retention of construction documents.

One set of *approved construction documents* shall be retained by the *building official* for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.

107.6 Affidavits. The *building official* may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The *building official* may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the *building official* copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the building official relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The *building official* shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, *Florida Statutes*, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468,

Florida Statutes.

107.6.1 Building permits issued on the basis of an affidavit. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Parts 59 and 60), the authority granted to the *building official* to issue *permits*, to rely on inspections, and to accept plans and construction documents on the basis of affidavits and plans submitted pursuant to Sections 105.14 and 107.6, shall not extend to the flood load and flood-resistance construction requirements of the *Florida Building Code*.

SECTION 108 TEMPORARY STRUCTURES AND USES

[A] 108.1 General. The *building official* is authorized to issue a *permit* for temporary structures and temporary uses. Such *permits* shall be limited as to time of service, but shall not be permitted for more than 180 days. The *building official* is authorized to grant extensions for demonstrated cause.

[A] 108.2 Conformance. Temporary structures and uses shall comply with the requirements in Section 3103.

[A] 108.3 Temporary power. The *building official* is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in NFPA 70.

[A] 108.4 Termination of approval. The *building official* is authorized to terminate such *permit* for a temporary structure or use and to order the temporary structure or use to be discontinued.

SECTION 109 FEES

[A] 109.1 Payment of fees. A *permit* shall not be valid until the fees prescribed by law have been paid, nor shall an

amendment to a *permit* be released until the additional fee, if any, has been paid.

[A] 109.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or *alterations* requiring a *permit*, a fee for each *permit* shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

109.2.1 Types of Fees Enumerated. Fees may be charged for but not limited to the following:

- *Permits*;
- Plans examination;
- Re-inspections;
- Letters of Authorization;
- Administrative fees (including fees for investigative and legal costs incurred in the context of certain disciplinary cases heard by the board);
- Variance requests;
- Administrative appeals;
- Violations; and
- Other fees as established by local resolution or ordinance.

[A] 109.3 Building permit valuations. The applicant for a *permit* shall provide an estimated *permit* value at time of application. *Permit* valuations shall include total value of work, including materials and labor, for which the *permit* is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the *building official*, the valuation is underestimated on the application, the *permit* shall be denied, unless the applicant can show detailed estimates to meet the approval of the *building official*. Final building *permit* valuation shall be set by the *building official*.

[A] 109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary *permits* or without prior approval from the *building official* as permitted in Section 105.2.2 or 105.12 shall be

subject to a fee established by the *building official* that shall be in addition to the required *permit* fees or as provided by local ordinance. This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. But in all such cases the required *permit(s)* must be applied for within three (3) business days and any unreasonable delay in obtaining those *permit(s)* shall result in the charge of a double fee. The payment of a double fee shall not preclude or be deemed a substitute for prosecution for commencing work without first obtaining a *permit*. The *building official* may grant extensions of time or waive fees when justifiable cause has been demonstrated in writing.

[A] 109.5 Related fees. The payment of the fee for the construction, *alteration*, removal or demolition for work done in connection to or concurrently with the work authorized by a building *permit* shall not relieve the applicant or holder of the *permit* from the payment of other fees that are prescribed by law.

[A] 109.6 Refunds. The *building official* is authorized to establish a refund policy. Refunds shall not be granted where work has been performed or an inspection has been done, or in cases of expired permits.

SECTION 110 INSPECTIONS

[A] 110.1 General. Construction or work for which a *permit* is required shall be subject to inspection by the *building official* and such construction or work shall remain exposed and provided with access for inspection purposes until *approved*. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the *owner* or the owner's authorized agent to cause the work to remain exposed and provided with access for

inspection purposes. The *building official* shall be permitted to require a boundary line survey prepared by a Florida licensed professional surveyor and mapper whenever the boundary lines cannot be readily determined in the field. Neither the *building official* nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

110.1.1 Manufacturers and fabricators. When deemed necessary by the *building official*, he/she shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

110.1.2 Inspection service. The *building official* may make, or cause to be made, the inspections required by Section 110. He or she may accept reports of department inspectors, independent inspectors or of recognized inspection services, provided that after investigation he/she is satisfied as to their licensure, qualifications and reliability. A certificate required by any provision of this code shall not be based on such reports unless the same are recorded by the building code inspector or the architect or engineer performing building code inspections in a manner specified by the *building official*. The *building official* shall ensure that all persons making such inspections shall be certified in accordance to Chapter 468 Florida Statutes.

[A] 110.2 Preliminary inspection. Before issuing a *permit*, the *building official* is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

[A] 110.3 Required inspections. The *building official* upon notification from the *permit* holder or his or her agent shall make the following inspections, or any other such inspection as deemed necessary and shall either release that portion of the construction or shall notify the *permit* holder or his or her agent of any

violations which must be corrected in order to comply with the technical codes. The *building official* shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection.

Building

1. Foundation inspection. To be made after trenches are excavated, any required reinforcing steel is in place, forms erected and shall at a minimum include the following building components:

- Stem-wall
- Monolithic slab-on-grade
- Piling/pile caps
- Footers/grade beams

1.1. Slab Inspection: Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

1.2. A foundation/form board survey prepared and certified by a Florida licensed professional surveyor and mapper may be required, prior to approval of the slab inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site for review by the building inspector. In lieu of providing a survey, the contractor may elect to uncover all property line markers and string-up all property lines in preparation for inspection.

1.3. In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification shall be submitted to the authority having jurisdiction.

2. Framing inspection. To be made after the roof, all framing, fireblocking and bracing is in place, all concealing wiring, all pipes, chimneys, ducts and vents are complete

and the rough electrical, plumbing, heating wires, pipes and ducts are *approved* and shall at a minimum include the following building components:

- Window/door framing
- Window U-factor/SHGC (as indicated on approved energy calculations)
- Vertical cells/columns
- Lintel/tie beams
- Framing/trusses/bracing/connectors (including truss layout and engineered drawings)
- Draftstopping/fireblocking
- Curtain wall framing
- Energy insulation (Insulation R-factor as indicated on approved energy calculations)
- Accessibility
- Verify rough opening dimensions are within tolerances.
- Window/door buck attachment

2.1 Insulation Inspection: To be made after the framing inspection is approved and the insulation is in place, according to approved energy calculation submittal. Includes wall and ceiling insulation.

2.2 Lath and gypsum board inspection for fire-resistance rated or shear assemblies. Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before ant plastering is applied or gypsum board joints and fasteners are taped and finished.

3. Sheathing inspection. To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:

- Roof sheathing
- Wall sheathing
- Continuous air barrier
- Exterior siding/cladding
- Sheathing fasteners
- Roof/wall dry-in

NOTE: Sheathing fasteners installed and found to be missing the structural

- member (shiners) shall be removed and properly reinstalled prior to installation of the dry-in material.
4. Exterior wall coverings. Shall at a minimum include the following building components in progress inspections:
 - Exterior wall coverings and veneers
 - Soffit coverings
5. Roofing inspection. Shall at a minimum be made in at least two inspections and include the following building components:
 - Dry-in
 - Insulation
 - Roof coverings (including In Progress as necessary)
 - Insulation on roof deck (according to submitted energy calculation)
 - Flashing
 - 5.1 Re-roof sheathing inspection. An affidavit with a notarized signature of a state or locally licensed roofing contractor for the installation of additional sheathing fasteners as required by the Existing Building Code may be accepted at the discretion of the *building official*.
6. Final inspection. To be made after the building is completed and ready for occupancy.
 - 6.1. In flood hazard areas, as part of the final inspection, a final certification of the lowest floor elevation shall be submitted to the authority having jurisdiction.
7. Swimming pool inspection. First inspection to be made after excavation and installation of reinforcing steel, bonding and main drain and prior to placing of concrete.
 - a. Steel reinforcement inspection
 - b. Underground electric inspection
 - c. Underground piping inspection including a pressure test.
 - d. Underground electric inspection under deck area (including the equipotential bonding)
 - b. Underground piping inspection under deck area
- c. Deck inspection: to be made prior to installation of the deck material (with forms, deck drains, and any reinforcement in place
- d. Safety Inspection; Made prior to filling the pool with the bonding connections made, the proper drain covers installed and the final barriers installed.
- e. Final pool piping
- f. Final Electrical inspection
- g. Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place.
In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 454.2.17 of this code.
8. Demolition inspections. First inspection to be made after all utility connections have been dis- connected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations.
Final inspection to be made after all demolition work is completed.
9. Manufactured building inspections. The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility cross- overs; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the *Florida Building Code*. Additional inspections may be required for public educational facilities (see Section 453.27.20 of this code).
10. Where impact-resistant coverings or impact-resistant systems are installed, the *building official* shall schedule adequate inspections of impact- resistant coverings or impact-resistant systems to determine the following:
The system indicated on the plans was installed.
The system is installed in accordance with

the manufacturer's installation instructions and the product approval.

Electrical

1. Underground inspection. To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, *fireblocking* and bracing is in place and prior to the installation of wall or ceiling membranes.
3. Final inspection. To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.
4. Existing Swimming Pools. To be made after all repairs or alterations are complete, all required electrical equipment, GFCI protection, and equipotential bonding are in place on said alterations or repairs.

Plumbing

1. Underground inspection. To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, *fireblocking* and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.
Includes plumbing provisions of the energy code and approved energy calculation provisions.
3. Final inspection. To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

Note: See Section 312 of the *Florida Building Code, Plumbing* for required tests.

Mechanical

1. Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, *fireblocking* and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.

Includes mechanical provisions of the

energy code and approved energy calculation provisions.

3. Duct damper inspection. To be made prior to wall and ceiling membranes and as a drop test prior to the final inspection.
4. Duct detector inspection. To be made prior to the final inspection to witness the activation of the smoke detector and shut down of the mechanical unit.
5. Grease duct inspection. To be made after all welds are complete on a Type I hood exhaust system and prior to fire resistant wrap being installed. This shall be done by light test or smoke test.
6. Final inspection. To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

Gas

1. Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.
Includes gas provisions of the energy code and approved energy calculation provisions.
2. Final piping inspection. To be made after all piping authorized by the *permit* has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.
3. Final inspection. To be made on all new gas work authorized by the *permit* and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

Site Debris

1. The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles during the

course of the construction project and prior to receiving final inspection approval. Construction job sites must be kept clean and in a safe condition at all times.

2. All debris shall be kept in such a manner as to prevent it from being spread by any means.

[A] 110.3.1 Footing and foundation inspection.

Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

[A] 110.3.2 Concrete slab and under-floor inspection. Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

[A] 110.3.3 Lowest floor elevation. In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in Section 1612.4 and Section R322 of the Florida Building Code, Residential, shall be submitted to the *building official*.

[A] 110.3.4 Frame inspection. Framing inspections shall be made after the roof deck or sheathing, all framing, *fireblocking* and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are *approved*.

[A] 110.3.5 Lath, gypsum board and gypsum panel product inspection. Lath, gypsum board and gypsum panel product inspections shall be made after lathing, gypsum board and gypsum panel products, interior and exterior, are in place, but before any plastering is applied or gypsum board and gypsum panel product joints and fasteners are

taped and finished.

Exception: Gypsum board and gypsum panel products that are not part of a fire-resistance-rated assembly or a shear assembly.

110.3.6 Weather-exposed balcony and walking surface waterproofing. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain, snow or irrigation, and the structural framing is protected by an impervious moisture barrier, all elements of the impervious-moisture-barrier system shall not be concealed until inspected and *approved*.

[A] 110.3.7 Fire and smoke-resistant penetrations. Protection of joints and penetrations in *fire-resistance-rated* assemblies, *smoke barriers* and smoke partitions shall not be concealed from view until inspected and *approved*.

[A] 110.3.8 Energy efficiency inspections. Inspections shall be made to determine compliance with *FBC, Energy Conservation* and confirm with the approved energy code submittal (by appropriate trade) and corresponding mandatory requirements and shall include, but not be limited to, inspections for: corresponding envelope insulation R- and U-values, fenestration U-value, and Solar Heat Gain Coefficient, duct system R-value, and HVAC, lighting, electrical and water-heating equipment efficiency.

[A] 110.3.9 Other inspections. In addition to the inspections specified in Sections 110.3 through 110.3.8, the *building official* is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

[A] 110.3.10 Special inspections. Reserved.

110.3.11 Final inspection. The final inspection shall be made after all work required by the building *permit* is completed.

110.3.11.1 Flood hazard documentation.

If located in a *flood hazard area*, documentation of the elevation of the lowest floor as required in Section 1612.5 and Section R322 of the Florida Building Code, Residential, shall be submitted to the *building official* prior to the final inspection.

110.3.11.2 Commercial Energy Code documentation. If required by energy code path submittal, confirmation that commissioning result requirements have been received by building owner.

110.3.11.3 Residential Energy Code documentation. If required by energy code path submittal (R405), confirmation that the duct test requirements shall be received by building official.

110.3.12 Termites. Building components and building surroundings required to be protected from termite damage in accordance with Section 1503.7, Section 2304.12.9 or Section 2304.12.4, specifically required to be inspected for termites in accordance with Section 2114, or required to have chemical soil treatment in accordance with Section 1816 shall not be covered or concealed until the release from the *building official* has been received.

110.3.13 Impact-resistant coverings or systems. Where impact-resistant coverings or systems are installed to meet requirements of this code, the *building official* shall schedule adequate inspections of impact-resistant coverings or systems to determine the following:

1. The system indicated on the plans was installed.
2. The system is installed in accordance with the manufacturer's installation instructions and the product approval.

[A] 110.4 Inspection agencies. The *building official* is authorized to accept reports of *approved* inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

[A] 110.5 Inspection requests. It shall be the

duty of the holder of the building *permit* or their duly authorized agent to notify the *building official* when work is ready for inspection. It shall be the duty of the *permit* holder to provide access to and means for inspections of such work that are required by this code.

[A] 110.6 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the *building official*. The *building official*, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the *permit* holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the *building official*.

110.7 Shoring. For threshold buildings, shoring and associated formwork or falsework shall be designed and inspected by a Florida licensed professional engineer prior to any required mandatory inspections by the threshold building inspector.

110.8 Threshold building.

110.8.1 During new construction or during repair or restoration projects in which the structural system or structural loading of a building is being modified, the enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building *permit* for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the *building official*, the architect, or the engineer of record. The contractor's contractual or statutory obligations

are not relieved by any action of the special inspector.

110.8.2 The special inspector shall determine that a professional engineer who specializes in shoring design has inspected the shoring and reshoring for conformance with the shoring and reshoring plans submitted to the enforcing agency. A fee simple title owner of a building, which does not meet the minimum size, height, occupancy, occupancy classification, or number-of-stories criteria which would result in classification as a threshold building under s. 553.71(7), *Florida Statutes* may designate such building as a threshold building, subject to more than the minimum number of inspections required by the *Florida Building Code*.

110.8.3 The fee owner of a threshold building shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the enforcement agency. The inspector shall be a person certified, licensed or registered under Chapter 471, *Florida Statutes*, as an engineer or under Chapter 481, *Florida Statutes*, as an architect.

110.8.4 Each enforcement agency shall require that, on every threshold building:

110.8.4.1 The special inspector, upon completion of the building and prior to the issuance of a certificate of occupancy, file a signed and sealed statement with the enforcement agency in substantially the following form: "To the best of my knowledge and belief, the above described construction of all structural load-bearing components complies with the permitted documents, and the shoring and reshoring conforms to the shoring and reshoring plans submitted to the enforcement agency."

110.8.4.2 Any proposal to install an alternate structural product or system to which building codes apply be submitted to the enforcement agency for review for compliance with the codes and made part of the enforcement agency's recorded set of *permit* documents.

110.8.4.3 All shoring and reshoring

procedures, plans and details be submitted to the enforcement agency for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected and certified to be in compliance with the shoring documents by the contractor.

110.8.4.4 All plans for the building which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, *Florida Statutes*.

110.8.5 No enforcing agency may issue a building *permit* for construction of any threshold building except to a licensed general contractor, as defined in Section 489.105(3)(a), *Florida Statutes*, or to a licensed building contractor, as defined in Section 489.105(3)(b), *Florida Statutes*, within the scope of her or his license. The named contractor to whom the building *permit* is issued shall have the responsibility for supervision, direction, management and control of the construction activities on the project for which the building *permit* was issued.

110.8.6 The building department may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, Section 553.73, *Florida Statutes*, without duplicative inspection by the building department. The *building official* is responsible for ensuring that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, *Florida Statutes*, or certified as a special inspector under Chapter 471 or 481, *Florida Statutes*. Inspections of threshold buildings required by Section 553.79(5), *Florida Statutes*, are in addition to the minimum inspections required by this code.

SECTION 111 CERTIFICATE OF OCCUPANCY

[A] 111.1 Use and occupancy. A building or

structure shall not be used or occupied, and a change in the existing use or occupancy classification of a building or structure or portion thereof shall not be made, until the *building official* has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

Exception: Certificates of occupancy are not required for work exempt from *permits* in accordance with Section 105.2.

[A] 111.2 Certificate issued. After the *building official* inspects the building or structure and does not find violations of the provisions of this code or other laws that are enforced by the department of building safety, the *building official* shall issue a certificate of occupancy that contains the following:

1. The building *permit* number.
2. The address of the structure.
3. The name and address of the *owner* or the owner's authorized agent.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
6. For buildings and structures in flood hazard areas, a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the authority having jurisdiction
7. The name of the *building official*.
8. The edition of the code under which the *permit* was issued.
9. The use and occupancy, in accordance with the provisions of Chapter 3.
10. The type of construction as defined in Chapter 6.
11. The design *occupant load*.
12. If an *automatic sprinkler system* is provided, whether the sprinkler system is required.
13. Any special stipulations and conditions of the building *permit*.

[A] 111.3 Temporary occupancy. The *building official* is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the *permit*, provided that such portion or portions shall be occupied safely. The *building official* shall set a time period during which the temporary certificate of occupancy is valid.

[A] 111.4 Revocation. The *building official* is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

111.5 Certificate of completion. A certificate of completion is proof that a structure or system is complete and for certain types of *permits* is released for use and may be connected to a utility system. This certificate does not grant authority to occupy a building, such as shell building, prior to the issuance of a certificate of occupancy.

SECTION 112 SERVICE UTILITIES

[A] 112.1 Connection of service utilities. A person shall not make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a *permit* is required, until released by the *building official*.

[A] 112.2 Temporary connection. The *building official* shall have the authority to authorize the temporary connection of the building or system to the utility, source of energy, fuel or power.

[A] 112.3 Authority to disconnect service utilities. The *building official* shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 101.4

in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without the approval required by Section 112.1 or 112.2. The *building official* shall notify the serving utility, and wherever possible the *owner* and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the *owner* or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

SECTION 113 BOARD OF APPEALS

113.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the *building official* relative to the application and interpretation of this code, there shall be a board of appeals as established by Section 14-2-41 of the City Code of Ordinances. The board of appeals shall be appointed by the applicable governing authority and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business.

113.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The board shall have no authority to waive requirements of this code.

113.3 Qualifications. The board of appeals shall consist of members who are qualified by experience and training as established in Section 14-2-42 of the City Code of Ordinances, to pass on matters pertaining to building construction and are not employees of the jurisdiction.

SECTION 114 VIOLATIONS

114.1 Unlawful acts. It shall be unlawful for

any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

114.2 Notice of violation. The *building official* is authorized to serve a notice of violation or order on the person responsible for the erection, construction, *alteration*, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a *permit* or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

114.3 Prosecution of violation. If the notice of violation is not complied with promptly, the *building official* is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the *approved construction documents* or directive of the *building official*, or of a *permit* or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

SECTION 115 STOP WORK ORDER

[A] 115.1 Authority. Where the *building official* finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the *building official* is authorized to

issue a stop work order.

[A] 115.2 Issuance. The stop work order shall be in writing and shall be given to the *owner* of the property involved, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume.

[A] 115.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

SECTION 116 UNSAFE STRUCTURES AND EQUIPMENT

116.1 Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section. A vacant structure that is not secured against entry shall be deemed unsafe.

116.2 Record. The building official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

116.3 Notice. If an unsafe condition is found, the building official shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate

the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the building official acceptance or rejection of the terms of the order.

116.4 Method of service. Such notice shall be deemed properly served if a copy thereof is (a) delivered to the owner personally; (b) sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested; or (c) delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

116.5 Restoration. Where the structure or equipment determined to be unsafe by the building official is restored to a safe condition, to the extent that repairs, alterations or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions and change of occupancy shall comply with the requirements of Section 105.2.2 and the Florida Building Code, Existing Building.

SECTION 117 VARIANCES IN FLOOD HAZARD AREAS

117.1 Flood hazard areas. Pursuant to Section 553.73(5), Florida Statutes, the variance procedures adopted in the local flood plain management ordinance shall apply to requests submitted to the building official for variances to the provisions of Section 1612.4 of the Florida Building Code, Building or, as applicable, the provisions of Section R322 of the Florida Building Code, Residential. This

section shall not apply to Section 3109 of the
Florida Building Code, Building.