



City of Pensacola

Agenda Conference

Agenda - Final

Monday, May 8, 2017, 3:30 PM

Hagler-Mason Conference Room,
2nd Floor

ROLL CALL

PRESENTATION ITEMS

REVIEW OF CONSENT AGENDA ITEMS

1. [17-00216](#) GENERAL AGREEMENT BETWEEN THE NATIONAL PARK SERVICE GULF ISLANDS NATIONAL SEASHORE AND THE CITY OF PENSACOLA
Recommendation: That City Council approve and authorize the Mayor to take any and all actions necessary to execute the revised General Agreement between the National Park Service Gulf Islands National Seashore and the City of Pensacola establishing the management relationship for the Pensacola Bay Ferry service.
Sponsors: Ashton J. Hayward, III
Attachments: [General Agreement between the National Park Service Gulf Island National](#)
[Revised General Agreement between the National Park Service Gulf Island](#)

2. [17-00235](#) PENSACOLA ENERGY - PALAFOX COMPRESSED NATURAL GAS (CNG) STATION EXPANSION
Recommendation: That City Council authorize the Mayor to approve a contract with Zeit Energy, LLC to furnish and install seven (7) time-fill slots at the Palafox CNG Station for \$174,160 plus a 5% contingency of \$8,708 for a total contract amount of \$182,868.
Sponsors: Ashton J. Hayward, III
Attachments: [Installation Quote from Zeit Energy](#)

3. [17-00271](#) FY 2017 STREET REHABILITATION PROJECT LIST - PHASE III
- Recommendation:** That City Council approve the proposed FY 2017 Street Rehabilitation Project List - Phase III
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Proposed FY2017 \(Phase III\) Street Rehabilitation List](#)
[7/14/16 Report of City Council Action - Six-Cent Local Option Fuel \(Gasoli](#)
[FY2017 Street Rehabilitation Phase III Map](#)
4. [17-00284](#) PATRONS' DOG PERMIT-BEEF O BRADY'S
- Recommendation:** That City Council approve the permit request for Beef O Brady's, 22 South Palafox Street, Unit B to allow patrons' dogs at permitted food service establishments in accordance with Section 12-12-8 of the City Code.
- Sponsors:** Brian Spencer
- Attachments:** [Sec. 12-12-8. Regulation of patrons' dogs at permitted food service establish](#)
[Beef O Brady's Permit Application](#)
5. [17-00285](#) NAMING TENNIS COURT #23 AT ROGER SCOTT TENNIS CENTER
- Recommendation:** That City Council approve the naming of Court #23 at Roger Scott Tennis Center in honor of William (Bill) Kellenberger.
- Sponsors:** Brian Spencer
- Attachments:** [Name Court 23 @ Roger Scott - Request](#)
[Sec. 2-3-3. Naming city property.](#)
[Court Naming Recommendation Minutes](#)
6. [17-00289](#) AMENDMENT OF THE DOWNTOWN PARKING MANAGEMENT DISTRICT INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND THE DOWNTOWN IMPROVEMENT BOARD (DIB) REMOVING 150 S. BAYLEN STREET
- Recommendation:** That City Council authorize the Mayor to take any and all actions necessary to amend the Interlocal Agreement between the City of Pensacola and the Pensacola Downtown Improvement Board (DIB) governing the Downtown Parking Management District and Parking Facilities to remove the CRA-owned property located at 150 S. Baylen Street.
- Sponsors:** Jewel Cannada-Wynn
- Attachments:** [Amendment No 2 Parking Managment District Interlocal Agreement betwee](#)

REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

7. [17-00057](#) PUBLIC HEARING - ANNEXATION OF PROPERTY - CAMPUS HEIGHTS
- Recommendation:** That City Council conduct the first of two required Public Hearings to consider the annexation of seventy-seven (77) parcels in the Campus Heights area, sixty-one (61) of which are owned by the Pensacola International Airport.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Map of Annexation Area - Campus Heights](#)
8. [17-00276](#) PUBLIC HEARING: PROPOSED AMENDMENT TO THE LAND DEVELOPMENT CODE - AIRPORT PROTECTION REGULATIONS; AIRPORT-RELATED DEFINITIONS AND THE REGULATIONS OF THE AIRPORT LAND USE DISTRICT
- Recommendation:** That City Council conduct a public hearing on May 11, 2017 to consider the proposed amendment to the Land Development Code pertaining to Airport Protection Regulations; Airport-Related Definitions and the regulations of the Airport Land Use District consistent with Chapter 333, Florida Statutes (Airport Zoning).
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Proposed Ordinance](#)
[Planning Board Minutes Dated April 11, 2017](#)
9. [14-17](#) PROPOSED ORDINANCE NO. 14-17 - AMENDING CHAPTER 12-2 AIRPORT LAND USE DISTRICT; CHAPTER 12-11 AIRPORT AND CHAPTER 12-14 DEFINITIONS
- Recommendation:** That City Council approve Proposed Ordinance No. 14-17 on first reading.
- AN ORDINANCE AMENDING CHAPTER 12-2 AIRPORT LAND USE DISTRICT; CHAPTER 12-11 AIRPORT AND CHAPTER 12-14 DEFINITIONS OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Proposed Ordinance No. 14-17](#)
[Planning Board Minutes Dated April 11, 2017](#)
10. [17-00277](#) APPOINTMENT OF POLICE CHIEF
- Recommendation:** That City Council consent to the appointment of Tommi Lyter as Chief of the Pensacola Police Department.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Résumé for Tommi Lyter dated April 2017](#)

11. [17-00291](#) APPOINTMENTS - GATEWAY REVIEW BOARD

Recommendation: That City Council appoint two individuals representing the architectural, architectural landscape, engineering or building contracting professions who shall not own property in the district for a term of two years, expiring June 30, 2018.

Sponsors: Brian Spencer

Attachments: [Gateway Review Board Member List](#)
[Application of Interest - W. Brett Janson Application](#)
[Nomination Form - W. Brett Janson](#)
[Resume - W. Brett Janson](#)
[Nomination Form - Michael Wolf](#)
[Application of Interest - Michael Wolf](#)
[Resume - Michael Wolf](#)
[Ballot](#)

12. [17-00297](#) PORT WAREHOUSE #1 LEASE AMENDMENT WITH OFFSHORE INLAND MARINE & OILFIELD SERVICES, INC.

Recommendation: That City Council authorize the Mayor to take all action necessary to amend the Lease Agreement for Port Warehouse #1 with Offshore Inland Marine & Oilfield Services, Inc.

Sponsors: Ashton J. Hayward, III

Attachments: [Amendment to Warehouse #1 Lease \(Revised\)](#)

13. [17-00298](#) PORT WAREHOUSE #9 TERMINATION OF LEASE WITH OFFSHORE INLAND MARINE & OILFIELD SERVICES, INC.

Recommendation: That City Council authorize the Mayor to take all action necessary to terminate the Lease Agreement for Port Warehouse #9 with Offshore Inland Marine & Oilfield Services, Inc.

Sponsors: Ashton J. Hayward, III

Attachments: [Termination Agreement for the Warehouse #9 Lease \(Revised\)](#)

14. [17-00300](#) AMENDMENT TO LAND DEVELOPMENT CODE SECTION 12-12-8 - REGULATION OF PATRONS' DOGS AT PERMITTED FOOD SERVICE ESTABLISHMENTS - REFERRAL TO PLANNING BOARD

Recommendation: That City Council refer to the Planning Board for its review and recommendation a requested amendment to the Land Development Code Section 12-12-8 - Regulation of Patrons' Dogs at Permitted Food Service Establishments.

Sponsors: Sherri Myers

Attachments: [Sec 12-12-8 Proposed Amendment](#)

15. [17-23](#) RESOLUTION NO. 17-23 - OPPOSING OFFSHORE DRILLING ACTIVITIES, INCLUDING SEISMIC AIRGUN BLASTING

Recommendation: That City Council adopt Resolution No. 17-23 - Opposing Offshore Drilling Activities, including Seismic Airgun Blasting.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PENSACOLA,
FLORIDA, OPPOSING OFFSHORE DRILLING ACTIVITIES,
INCLUDING
SEISMIC AIRGUN BLASTING

Sponsors: Sherri Myers

Attachments: [RESOLUTION 17-23 - Oppose Offshore Drilling Activities Including Seismi](#)

16. [17-00287](#) COMMUNITY POLICING INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND THE COMMUNITY REDEVELOPMENT AGENCY - FY 2018 AND REMAINDER OF FY 2017

Recommendation: That City Council approve an Interlocal Agreement with the Community Redevelopment Agency (CRA) for the purpose of providing Community Policing Innovations within the Urban Core Community Redevelopment Area of the CRA for Fiscal Year 2018 and the remainder of Fiscal Year 2017 in an amount not to exceed \$150,000.

Sponsors: Jewel Cannada-Wynn

Attachments: [Map of Community Policing Area](#)

17. [15-17](#) PROPOSED ORDINANCE NO. 15-17, AMENDING SECTION 2-4-52(D) OF THE CITY CODE - BUDGET ANALYST

Recommendation: That City Council approve Proposed Ordinance No. 15-17 amending Section 2-4-52(d) of the City Code - Budget Analyst on first reading.

AN ORDINANCE AMENDING SECTION 2-4-52(d) OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, PERTAINING TO BUDGET ANALYST CLASSIFICATION AND SALARY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

Sponsors: Sherri Myers

Attachments: [ORDINANCE NO. 10-16 -- Budget Analyst](#)
[Proposed Ordinance No. 15-17](#)

18. [16-17](#) PROPOSED ORDINANCE NO. 16-17 - AMENDING SECTION 11-4-66 OF THE CITY CODE; OBSTRUCTIONS OF PUBLIC RIGHTS-OF-WAY - PROHIBITED

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

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

Sponsors: Brian Spencer

Attachments: [Proposed Ordinance 16-17 - Obstructions of Public Rights-Of-Way -- Prohi.](#)

19. [09-17](#) PROPOSED ORDINANCE NO. 09-17 - CREATING SEC. 8-1-28 OF THE CITY CODE - PROHIBITING SOLICITATION OF DONATIONS UPON PUBLIC SIDEWALKS AND RIGHTS-OF-WAY IN THE DOWNTOWN VISITORS' DISTRICT

Recommendation: That City Council adopt Proposed Ordinance No. 09-17, as revised, on second reading.

AN ORDINANCE CREATING SECTION 8-1-28 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; DEFINING THE DOWNTOWN VISITORS' DISTRICT AND REGULATING THE CONDUCT OF INDIVIDUALS ON SIDEWALKS AND PUBLIC RIGHTS-OF-WAY THEREIN; PROVIDING DEFINITIONS; PROHIBITING SOLICITATION OF DONATIONS; PROVIDING PENALTIES THEREFOR; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Ashton J. Hayward, III, Brian Spencer

Attachments: [Proposed Ordinance Section 8-1-28 Second Reading \(Solicitation - Revised Letter from John Peacock, DIB Chairman](#)
[DIB Panhandling Ordinance Boundary Map](#)
[LETTER FROM DIB CHAIRMAN - 4/13/17 MEETING](#)

20. [11-17](#) PROPOSED ORDINANCE NO. 11-17 - AMENDMENT TO SECTION 4-3-97, PROVIDING SANITATION COLLECTION FEE AND CREATING A SANITATION EQUIPMENT SURCHARGE.

Recommendation: That City Council adopt Proposed Ordinance No. 11-17 on second reading.

AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASE IN SANITATION FEES; PROVIDING FOR SANITATION EQUIPMENT SURCHARGE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Ashton J. Hayward, III

Attachments: [Proposed Ordinance No. 11-17](#)
[Sanitation Rate Study Report](#)

21. [12-17](#) PROPOSED ORDINANCE NO. 12-17 - AMENDING SECTION 6-2-3 OF THE CITY CODE--PARKS AND RECREATION BOARD - DUTIES

Recommendation: That City Council adopt Proposed Ordinance No. 12-17 on second reading.

AN ORDINANCE AMENDING SECTION 6-2-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, PARKS AND RECREATION BOARD - DUTIES; TO PROVIDE FOR THE INCLUSION WITHIN THE DUTIES LANGUAGE STATING, “AND RECREATIONAL ACTIVITIES”; PROVIDING FOR SEVERABILITY; R E P E A L I N G C L A U S E ; PROVIDING AN EFFECTIVE DATE

Sponsors: Brian Spencer

Attachments: [Proposed Ordinance No. 12-17](#)
[March 16, 2017 Parks and Recreation Board Minutes.pdf](#)

22. [13-17](#) PROPOSED ORDINANCE NO. 13-17 - AMENDING SECTION 8-3 OF THE CITY CODE - CREATING SECTION 8-3-4 NO WAKE ZONE FOR THE PORTION OF THE WATERS NORTH OF THE HARBOR CHANNEL ADJACENT TO THE RED BUOY MARKER KNOWN AS “PMT2” LOCATED IN PENSACOLA BAY TO THE ENTRANCE OF PALAFOX PIER BASIN AND FROM THE WEST END OF THE PORT OF PENSACOLA TO THE WEST END OF THE HARBOR CHANNEL

Recommendation: That City Council adopt Proposed Ordinance No. 13-17 on second reading.

AN ORDINANCE AMENDING SECTION 8-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, OFFENSES UPON WATERS; CREATING SECTION 8-3-4 TO PROVIDE FOR A NO WAKE ZONE FOR THE PORTION OF THE WATERS NORTH OF THE HARBOR CHANNEL ADJACENT TO THE RED BUOY MARKER KNOWN AS “PMT2” LOCATED IN PENSACOLA BAY TO THE ENTRANCE OF PALAFOX PIER BASIN AND FROM THE WEST END OF THE PORT OF PENSACOLA TO THE WEST END OF THE HARBOR CHANNEL; PROVIDING FOR SEVERABILITY; R E P E A L I N G C L A U S E ; PROVIDING AN EFFECTIVE DATE.

Sponsors: Brian Spencer

Attachments: [Proposed Ordinance No. 13-17](#)
[ProposedNoWake Zone](#)

FOR DISCUSSION

23. [17-00301](#) 50 ACRE ECONOMIC FEASIBILITY STUDY COMMITTEE

Sponsors: Brian Spencer

INFORMATIONAL ITEMS**CONSIDERATION OF ANY ADD-ON ITEMS****READING OF ITEMS FOR COUNCIL AGENDA****COMMUNICATIONS****City Administrator's Communication**

24. [17-00154](#) CITY ADMINISTRATOR COMMUNICATION

Sponsors: Ashton J. Hayward, III

Attachments: [CEMP Presentation 2017 - Updated May](#)

City Attorney's Communication**Monthly Crime Report-Police Chief**

25. [17-00197](#) MONTHLY CRIME REPORT

Sponsors: Ashton J. Hayward, III

Attachments: [April 2017 Crime Report](#)
[April Crime Report-Additional Info for Cheif Lyter](#)

Monthly Financial Report - Chief Financial Officer Richard Barker, Jr.

26. [17-00089](#) MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER RICHARD BARKER, JR.

Sponsors: Ashton J. Hayward, III

Attachments: [Monthly Financial Report - March 2017](#)

27. [17-00145](#) MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER RICHARD BARKER, JR.

Sponsors: Ashton J. Hayward, III

City Council Communication**ADJOURNMENT**

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00216

City Council

5/11/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

GENERAL AGREEMENT BETWEEN THE NATIONAL PARK SERVICE GULF ISLANDS NATIONAL SEASHORE AND THE CITY OF PENSACOLA

RECOMMENDATION:

That City Council approve and authorize the Mayor to take any and all actions necessary to execute the revised General Agreement between the National Park Service Gulf Islands National Seashore and the City of Pensacola establishing the management relationship for the Pensacola Bay Ferry service.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The purpose of this agreement is to establish a management relationship between the City of Pensacola and the National Park Service, Gulf Islands National Seashore (NPS) regarding the use of facilities to provide Ferry Service to the National Seashore. The Port of Pensacola and Commendancia Slip will serve as the ferry landing location for public loading and unloading, ticket sales, waiting area and ferry dockage when not in use.

This agreement modifies the current agreement adopted November 15, 2015. The NPS requested reconsideration of several issues after they did not receive an acceptable bid for the Pensacola Bay Ferry Service concession. The NPS will revise the prospectus in order to re-advertise in Summer 2017. Revisions to the agreement include addressing parking availability in near proximity to the landing, a reduction in the site rental fees and 10 year term versus five. All issues have been resolved to the satisfaction of NPS and City staff.

PRIOR ACTION:

May 8, 2014 - City Council passed a Resolution of Support for the Pensacola Ferry System

November 12, 2015 - City Council approved a General Agreement with the National Park Service that established a management relationship for the Pensacola Bay Ferry System

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

4/28/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Keith Wilkins, Assistant City Administrator

ATTACHMENTS:

- 1) General Agreement between the National Park Service Gulf Island National Seashore and the City of Pensacola dated November 30, 2015.
- 2) Revised General Agreement between the National Park Service Gulf Island National Seashore and the City of Pensacola

PRESENTATION: No

GENERAL AGREEMENT
Between the
NATIONAL PARK SERVICE
GULF ISLAND NATIONAL SEASHORE
And
CITY OF PENSACOLA

This general agreement is entered into between the Gulf Islands National Seashore, National Park Service, and the City of Pensacola.

The purpose of this agreement is to establish a management relationship between the City of Pensacola (hereinafter referred to as the City) and the National Park Service, Gulf Islands National Seashore (hereinafter referred to as the NPS), regarding the use of facilities to provide a gateway to the National Seashore.

Article I. Background and Objectives

The Fort Pickens Area of Gulf Islands National Seashore is a fragile seven-mile long section of barrier island separating Pensacola Bay from the Gulf of Mexico. It comprises the westernmost section of Santa Rosa Island and is adjacent to the community of Pensacola Beach. The Fort Pickens Area is a destination for some 700,000 visitors annually and is one of the largest tourist draws for the heavily tourist-dependent economy of the Pensacola and Pensacola Beach area. In addition to Fort Pickens historic resources, the fort grounds provide visitors with recreational opportunities for swimming, fishing, shelling, hiking, bicycling, camping, and educational opportunities focused on its diverse marine and land ecosystems.

Passenger ferry access to Fort Pickens has been proposed since 1978 and continues to be part of the General Management Plan for Gulf Islands National Seashore. Currently, visitors using an automobile to travel to Santa Rosa Island and Pensacola Beach from Pensacola must travel approximately 8 miles over two highly-traveled bridges and through the community of Gulf Breeze, and a total of 17 miles to Fort Pickens; as such, congestion is a common occurrence.

Benefits from the ferry service include access to Fort Pickens Area during times when automobile travel into the national seashore is not possible due to long-term and short term closures from storm events. In addition to access, the ferry service will provide visitors with a water experience and an opportunity to view the national seashore from the water. A shuttle service at Fort Pickens will provide visitors with an overall enhanced visitor experience and mobility options to various points of interests and recreational destinations within Fort Pickens Area.

The NPS concessioner operated ferry service will be established in 2017 and provide Fort Pickens with alternative transportation access for visitors in addition to Fort Pickens Road. The ferry will operate between the months of March through October and be optimized to meet seasonal demand and service feasibility. Hours of operation will be established to provide optimal service for ridership, operational needs, and Pensacola area events.

The ferry vessels route will follow a loop from downtown Pensacola to Fort Pickens to Pensacola Beach (Quietwater Pier) and back to downtown Pensacola with departures in opposite directions. The loop service scenario provides riders with a balance between serving multiple locations at reasonable time intervals and minimizing travel time by offering direct service between any two destinations within the system.

The purpose of the NPS ferry service is to serve as the exclusive water-based provider of transport for visitors to the Fort Pickens Area of the National Seashore from the City of Pensacola, and Pensacola Beach (Quietwater Pier).

The City of Pensacola has successfully secured Federal Land Access Program (FLAP) grant funding in 2014 and 2015, co-sponsored with the NPS, to plan and construct facilities necessary to provide long-term berthing and operating facilities for NPS concessioner operated ferry service base of operations.

Partnership opportunities from the ferry system connection between Fort Pickens, Pensacola and Pensacola Beach will contribute significantly to the tourist-driven economy of the greater Pensacola metropolitan area. The ferry system will benefit the national seashore not only by protecting natural resources, but by enhancing visitor experiences and visitor safety. The ferry system will provide visitors to the area a means to avoid long, and often congested, automobile travel and the boat ride itself would be a pleasurable visitor experience.

Article II. Authorities

This agreement will govern the relationship and collaboration between the City and the NPS for the next ten (10) years to support of the establishment and operation of passenger ferry service in Pensacola Bay.

- A. The NPS enters into this Agreement pursuant to the following legal authorities: 54 U.S.C. § 100301, which provides the NPS the authority to engage in cooperative relationships for the enhancement of the National Park System; and 54 U.S.C. §102102 1a-2(k), which authorizes the NPS to enter into an agreement with a State or local government entity to provide for cooperative management of Federal and State or local park areas where a unit of the National Park System is located adjacent to or near a State or local park area, and cooperative management between the NPS and a State and local government agency or a portion of either park will allow for more effective and efficient management of the parks.

Article III. Responsibilities and Understandings of the Parties

A. The National Park Service and The City of Pensacola jointly agree to:

1. Cooperate on the development of the facilities funded through the Federal Land Access Program (FLAP) grants to plan, design, construct, and use new facilities required for the long term berth for the NPS concessioner operated vessels, passenger services, and serve as the site for the Pensacola Bay Ferry Service base of operations.

2. Establish a general agreement between the City and NPS to secure the long-term use of developed facilities for the passenger ferry service operations out of Commendencia Slip at the Port of Pensacola.
3. Develop and coordinate ferry service information, marketing and support broad media communication strategies to develop and sustain passenger ferry ridership over the life-cycle of this agreement. Coordination may extend to Visit Pensacola and other tourism non-profit agencies.
4. Work cooperatively to develop a renewable, renegotiable, term-based lease agreement with the NPS concessioner to occupy and utilize all aspects (dock access, buildings, parking, grounds, etc.) of the landside and waterside elements developed for the City ferry departure site.

B. The NPS agrees to:

1. Provide a long-term professional passenger ferry service, operating under NPS authorization (in conformity with the NPS Concessions Management Improvement Act of 1998, other applicable Federal laws and NPS Policy), that provides passenger ferry service from the City to Fort Pickens Area of Gulf Islands National Seashore with authorized operations to Quietwater Pier at Pensacola Beach.
2. Require the NPS concessioner to operate from Commendencia Slip water and land facilities developed for this service near the Port of Pensacola and Plaza de Luna, and utilize designated parking near Commendencia Slip as agreed upon by the City and NPS.
3. Provide direct oversight and management of all aspects of the concession ferry operation to ensure that the concession operation abides by the terms of the NPS agreement with the City, and the concession contract with the NPS.
4. Provide and maintain the ferry pier and support facilities at Fort Pickens Historic Area.
5. Waive the park entrance fee for ferry passengers for a minimum of five (5) years to support the passenger ferry service start-up to build and support ridership, and keep downward pressure on ferry ticket prices. Provide the NPS concession operated shuttle service at Fort Pickens Area at no-charge to support ferry service.
6. Provide orientation and interpretation of Gulf Islands National Seashore within the ferry service departure site building and grounds at Commendencia Slip, Port of Pensacola.
7. Provide for safety and public health inspections related to the ferry operation.
8. Provide technical input and support to assist the City with the design of the ferry service gateway building, parking and grounds at the Commendencia Slip ferry dock, and all signage relating to the NPS ferry operation (including wayfinding signage

located within the City center.)

9. Coordinate closely with the City concerning preparation of facilities in emergency situations, such as a hurricane.
10. Ensure the operations within City facilities are conducted according to City standard operating procedures in relationship to such things as building and dock security and safety.
11. Provide interpretive services on ferries for on-board information and education during ferry operations to support a high-quality visitor experience.
12. Facilitate supplemental agreements with the City and NPS concessioner for base of operations and facilities assignment lease.
13. Manage and coordinate schedules with the Port to effectively manage ferry operations in and out of Commendencia Slip.

C. City of Pensacola agrees to:

1. Develop landside and waterside elements described in 2014 & 2015 FLAP Grants for the City ferry service according to American with Disabilities (ADA) standards.
2. Coordinate the provision of directional and parking signs to support access to the Commendencia Slip docks for the NPS concessioner operated ferry vessels.
3. Develop the building and grounds for the principal and primary occupancy and use of the NPS concession ferry operation to provide passenger arrival staging, ferry ticketing, concession sales, orientation to National Seashore, operations office space, public restrooms, storage for minor vessel maintenance items, shaded passenger queuing, ferry docks and breakwater.

Identified landside and waterside elements include:

- a. A conditioned, accessible, building approximately 1,200 square feet, for passenger arrival, ferry ticketing, concession sales, passenger orientation, operations office space, public restrooms, and storage for minor vessel maintenance items and spare parts.
- b. Suitable, designated ferry loading/unloading docks at the Commendencia Slip, Port of Pensacola. Breakwater will be provided, as needed, based on appropriately engineered recommendations for ferry vessel protection.
- c. Shaded outdoor passenger staging area with associated site furnishings including benches, bicycle racks, trash receptacles, and site lighting.
- d. Directional, informational and identification signs, and orientation waysides for passenger orientation, sense of arrival and wayfinding in collaboration with others including the NPS, FDOT, Escambia County and other engaged partners.

- e. Metered utility services and connections to the ferry docks, buildings and grounds. Utility connections will allow for vessel fuel hook-up, sewage pump-out, water and electric service.
 - f. Between 80 and 100 identifiable parking spaces located near Commendencia Slip public lot for use by ferry passengers and identify an additional 60 to 80 parking spaces within a 3 to 4 block walking distance that will also be available for ferry passengers.
 - g. Between 8 and 10 identifiable parking spaces located near Commendencia Slip public lot for RV/bus parking spaces for ferry service access.
 - h. Designated, accessible vehicle loading /unloading area for passenger drop-off adjacent to the ferry gateway building and grounds at the Commendencia Slip, Port of Pensacola.
 - i. Docks, utilities, and accessible gangway for three ferry service vessels for side-loading vessels approximately 73' in overall length, 29' in beam, and an approximate draft of 6'.
4. Work collaboratively with Escambia County, Visit Pensacola, other tourism non-profit agencies, and the NPS to develop and implement a comprehensive way-finding system at the departure site as well as along access routes to the area. Some of the wayfinding signs may fall within the Pensacola Beach commercial center. The City will coordinate with the NPS in obtaining the proper permits and approvals.
5. Develop maintenance strategy and share responsibility for the long-term maintenance of the building, grounds, ferry docks, breakwater, parking, and the way finding system for the Commendencia Slip departure site. Further definition of maintenance requirements shall be developed for incorporation with NPS concessioner lease agreement.
6. Develop utility costs/assignment as part of the NPS concessioner lease agreement for the occupancy and use of the building, grounds, ferry docks, breakwater as needed, designated parking, and the wayfinding system for the Commendencia Slip departure site. Further definition of utility cost requirements shall be developed for incorporation with NPS concessioner lease agreement.
7. Agrees to waive water and landside facility occupancy or use fees (separate from the City negotiated maintenance and utility responsibilities) for five (5) years to support the passenger ferry service start-up to build and support ridership, and keep downward pressure on ferry ticket prices. After the five (5) year waiver period, the City may negotiate an appropriately competitive water and landside facility occupancy and use fee for incorporation with NPS concessioner lease agreement Prior to the end of the five (5) year waiver period, if documented ferry ridership should meet or exceed 70,000 passengers annually for two consecutive years, then the City reserves the right to review and renegotiate the terms of the waiver with the NPS concessioner and appropriately amend its lease agreement with same.

8. Provide removal/cleanup of any storm related debris in the area of the Commendencia Slip ferry building and grounds, and to work with the NPS to re-establish ferry operations as soon as feasible after a major storm event.
9. Provide for adequate insurance coverage to enable replacement and repair of the ferry service facilities at Commendencia Slip caused by damage from natural disaster, vandalism, fire, etc. Further information describing insurance provisions and requirements shall be developed for incorporation with NPS concessioner lease agreement.
10. Coordinate Port and Plaza de Luna activities to reduce conflicts and support the ferry schedule and general ferry operations, including coordination of parking and access during City events impacting public parking, coordination of navigable access into Commendencia Slip docks during port maintenance and repair, and or others as necessary to support effective ferry operations.
11. Include provisions as required to provide typical emergency services such as law enforcement, fire department and ambulance response to protect and support the ferry service. Further definition of emergency services requirements shall be developed for incorporation with NPS concessioner lease agreement.

Article IV. Term of Agreement

Unless earlier terminated through the terms of this Agreement, or by agreement of the parties in writing, this Agreement will be in effect for a period of ten (10) years beginning on the date the last signature is affixed to this Agreement.

Article V. Modification and Termination

This Agreement may be modified by either party through negotiation and a written instrument executed by both parties.

Article VI. Key Officials

- A. The personnel specified below are considered essential to the successful coordination and communication between the City and the NPS for the work to be performed pursuant to this Agreement. Upon written notice to all the other parties, that party may designate an alternate to act in place of the designated Key Official, or designate a new Key Official.

City of Pensacola:
City Administrator
222 W. Main St.
Pensacola, FL 32502
850-435-1694
eolson@cityofpensacola.com

Port of Pensacola
Port Director
700 South Barracks Street
Pensacola, FL 32502
850-436-5070
amiller@portofpensacola.com

For Gulf Islands National Seashore:
Superintendent, Gulf Islands National Seashore
1801 Gulf Breeze Parkway
Gulf Breeze, FL 32563
FL office: 850-934-2613
FAX: 850-916-3026
Email: [GUIS Superintendent@nps.gov](mailto:GUIS_Superintendent@nps.gov)

- B. Changes in Key Officials: Either party may make a change in its key officials after providing written notice to the other party within thirty (30) days of the proposed change. The notice will include an explanation with sufficient detail to permit evaluation of the impact of such change on the activities and requirements specified in this Agreement. Such changes would not require formal modification of this Agreement but will be memorialized in an informal addendum signed by both parties and maintained in the administrative record.

Article VII. Standard Clauses

- A. **Non-Discrimination:** All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.
- B. **NPS Appropriations:** Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate NPS, the Department, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate NPS, the Department, or the United States of America to spend funds on any particular project or purpose, even if funds are available.
- C. **Prior Approval:** The City shall obtain prior written approval from the NPS before:
1. Entering into third-party agreements of a material nature regarding this agreement;
 2. Assigning or transferring this Agreement or any part thereof;
 3. Constructing any structure or making any improvements inside the assigned ferry operation buildings and grounds, which approval may not be unreasonably withheld.
 4. Releasing any public information that refers to the Department of Interior, the NPS, Gulf Islands National Seashore, or any NPS employee, this Agreement or the projects contemplated hereunder, unless release of such information is required by State or


Federal law, in which case only prior notification to the NPS shall suffice.

- D. **Compliance with Applicable Laws:** This Agreement and performance hereunder is subject to all law, regulations and management policies including those governing the NPS property and resources, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies. Nothing in this Agreement shall be deemed inconsistent with or contrary to the purpose of or intent of any Act of Congress.
- E. **Disclaimers of Government Endorsement:** The City will not publicize or circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications), suggesting expressly or implicitly, that the Government, the Department, NPS, or Government employees endorse the City's business, goods, or services. All materials referring to the Government must be approved by the NPS Key Official prior to publication. Nothing herein is intended to prevent the NPS or the Department of the Interior from recognizing the partnership or contributions made by the Partners to NPS, and from authorizing an inclusion of such recognition in materials generated by the City related to this Agreement.
- F. **Modifications:** This Agreement may be extended, renewed, supplemented or amended only when agreed to in writing by the NPS and the City.
- G. **Waiver:** No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the waiving parties. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- H. **No Agency:** The City is not an agent or representative of the United States, the Department of the Interior, or the NPS, nor will the City represent themselves as such to third parties. The NPS is not an agent or representative of the City, nor will the NPS represent itself as such to third parties. Nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, principal and agent, or joint venture as between the City and the NPS.
- I. **Non-Exclusive Agreement:** This Agreement in no way restricts either the NPS or the City from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- J. **Partial Invalidity:** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Article VIII. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.


**FOR THE City of Pensacola:
Approved:**



Mr. Ashton Hayward, III, Mayor
City of Pensacola, FL

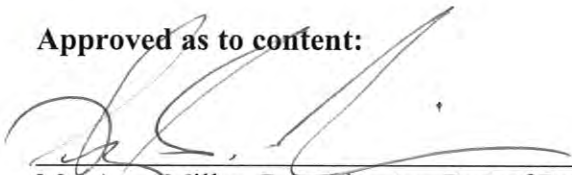
11/24/2015
Date

Attest:



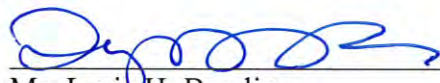
ASST. Ms. Ericka Burnett ~~Ms. Ericka Burnett~~ ROBYN M. TICE
City Clerk, Pensacola, FL

Approved as to content:




Ms. Amy Miller, Port Director, Port of Pensacola
City of Pensacola, FL

Legal in form and valid as drawn:



Ms. Lysia H. Bowling
City Attorney, Pensacola, FL

FOR Gulf Island National Seashore, National Park Service:



Mr. Daniel R. Brown
Superintendent, Gulf Island National Seashore

11/30/15
Date

GENERAL AGREEMENT
Between the
NATIONAL PARK SERVICE
GULF ISLANDS NATIONAL SEASHORE
and the
CITY OF PENSACOLA

This general agreement (Agreement) is entered into between the Gulf Islands National Seashore (hereinafter referred to as the Seashore), National Park Service, and the City of Pensacola.

The purpose of this Agreement is to establish a management relationship between the City of Pensacola (hereinafter referred to as the City) and the National Park Service (hereinafter referred to as the NPS), Gulf Islands National Seashore, regarding the use of facilities to provide a gateway to the National Seashore. The Port of Pensacola is added for approval of content and receipt of notice, but is not a party to this Agreement.

Article I. Background and Objectives

The Fort Pickens Area of Gulf Islands National Seashore (sometimes referred to herein as the Seashore) is a fragile seven-mile long section of barrier island separating Pensacola Bay from the Gulf of Mexico. It comprises the westernmost section of Santa Rosa Island and is adjacent to the community of Pensacola Beach. The Fort Pickens Area is a destination for some 700,000 visitors annually and is one of the largest tourist draws for the heavily tourist-dependent economy of the Pensacola and Pensacola Beach area. In addition to Fort Pickens historic resources, the fort grounds provide visitors with recreational opportunities for swimming, fishing, shelling, hiking, bicycling, camping, and educational opportunities focused on its diverse marine and land ecosystems.

The purpose of this Agreement is to establish a relationship between the parties regarding operation and management of a passenger ferry service in Pensacola Bay for the use of visitors to the national seashore. Passenger ferry access to Fort Pickens has been proposed since 1978 and continues to be part of the General Management Plan for Gulf Islands National Seashore. Currently, visitors using an automobile to travel to Santa Rosa Island and Pensacola Beach from Pensacola must travel approximately 8 miles over two highly-traveled bridges and through the community of Gulf Breeze, and a total of 17 miles to Fort Pickens. Traffic congestion is a common occurrence. The ferry service will provide an uncongested access to the seashore, further, it will provide access to Fort Pickens Area during times when automobile travel into the national seashore is not possible due to either short-term or long-term closures of Fort Pickens Road from storm events.

Very importantly, the ferry service will provide NPS visitors a unique opportunity to experience the Seashore, which includes some of the waters of Pensacola Bay, from the water. NPS has determined that the service will protect natural resources because it will reduce air pollution and reduce reliance on automobiles, and, moreover, it will provide educational and pleasurable recreational experiences.

The ferry service will be operated by an NPS concessioner. The ferry will operate at least from the months of March through October and be optimized to meet seasonal demand. Hours of operation will be established to provide optimal service for ridership, operational needs, and Pensacola area events. The terms and conditions of the relationship between the City and the NPS concessioner will be set forth in a lease or assignment agreement (hereinafter the Lease) to be negotiated between the City and the concessioner. The Lease shall be consistent with this Agreement, in particular with the provisions regarding use fees or rent.

The ferry route will follow a loop from downtown Pensacola to Fort Pickens and Pensacola Beach (Quietwater Pier) and back to downtown Pensacola. The City's ferry departure site is part of a public waterfront development that includes Plaza de Luna park. The departure site will include shaded seating areas from which visitors can view and enjoy Pensacola Bay. Providing water access through the ferry service will assist both the City and the Seashore in efficient and effective management of their park facilities.

The City of Pensacola has successfully secured Federal Land Access Program (FLAP) grant funding in 2014 and 2015, co-sponsored with the NPS, to plan and construct facilities necessary to provide long term berthing and operating facilities for the ferry service's base of operations.

Article II. Authorities

This Agreement will govern the relationship and collaboration between the City and the NPS for the next ten (10) years to support the establishment and operation of the passenger ferry service.

- A. The NPS enters into this Agreement pursuant to the following legal authorities: 54 U.S.C. § 101702, which provides the NPS the authority to engage in cooperative relationships for the enhancement of the National Park System; and 54 U.S.C. § 101703, which authorizes the NPS to enter into an agreement with a state or local government entity to provide for cooperative management of federal and state or local park areas where a unit of the National Park System is located adjacent to or near a state or local park area, and cooperative management between the NPS and a state and local government agency or a portion of either park will allow for more effective and efficient management of the parks.

Article III. Responsibilities and Understandings of the Parties

A. The National Park Service and The City of Pensacola jointly agree to:

1. Cooperate on the development of the facilities funded through the Federal Land Access Program (FLAP) to provide long term berthing of the ferry vessels, services to passengers, and to provide the base of operations for the ferry service.
2. Establish a general agreement between the City and NPS to secure the long-term use of developed facilities for the passenger ferry service operations out of Commendencia Slip at the Port of Pensacola.

3. Develop and coordinate ferry service information, marketing and support broad media communication strategies to develop and sustain passenger ferry ridership over the life-cycle of this agreement. Coordination may extend to Visit Pensacola and other tourism non-profit agencies.
4. Work cooperatively to develop a renewable, renegotiable, lease agreement with the NPS concessioner to occupy and utilize all aspects (dock access, buildings, parking, grounds, etc.) of the landside and waterside elements developed for the City ferry departure site.

B. The NPS agrees to:

1. Provide a long-term professional passenger ferry service, operating under NPS authorization (in conformity with the NPS Concessions Management Improvement Act of 1998, other applicable federal laws and NPS Policy), that provides passenger ferry service from the City to Fort Pickens Area of Gulf Islands National Seashore with authorized operations to Quietwater Pier at Pensacola Beach.
2. Require the NPS concessioner to operate from Commendencia Slip water and land facilities developed for this service near the Port of Pensacola and Plaza De Luna.
3. Provide oversight of all aspects of the concession ferry operation to ensure that the concession operation abides by the terms of this Agreement, and with the concession contract with the NPS. The concession contract shall control the relationship of NPS with the concessioner.
4. Provide and maintain the ferry pier and support facilities at Fort Pickens Area.
5. Waive the park entrance fee for ferry passengers to support the passenger ferry service start-up and to build and support ridership, and to keep downward pressure on ferry ticket prices. Entrance fees for ferry passengers may be re-evaluated in the future once ferry ridership is well established and/or ferry service becomes the sole public access to Fort Pickens.
6. Provide shuttle service at Fort Pickens Area to support the ferry service.
7. Provide orientation and interpretation of Gulf Islands National Seashore within the ferry service departure site at Commendencia Slip, Port of Pensacola.
8. Provide for safety and public health inspections related to the ferry operation.
9. Provide technical input and support to assist the City with the design of the ferry service departure site building, parking and grounds at the Commendencia Slip ferry dock, and all signage relating to the NPS ferry operation (including wayfinding signage located within the City center.)
10. Coordinate closely with the City concerning preparation of facilities in emergency

situations, such as a hurricane.

11. Provide interpretive services on ferries for on-board information and education during ferry operations to support a high-quality visitor experience.
12. Facilitate facilities assignment lease agreement between the City and NPS concessioner for base of operations.
13. Require concessioner to manage and coordinate schedules with the Port of Pensacola to effectively manage ferry operations in and out of Commendencia Slip.

C. City of Pensacola agrees to:

1. Develop landside and waterside elements described in 2014 and 2015 FLAP grants for the ferry service according to Americans with Disabilities Act (ADA) standards.
2. Coordinate the provision of directional and parking signs to support access to the Commendencia Slip docks for the NPS concessioner operated ferry vessels.
3. Develop the building and grounds for the principal and primary occupancy and use of the NPS concession ferry operation to provide passenger arrival staging, ferry ticketing, concession sales, orientation to National Seashore, operations office space, public restrooms, storage for minor vessel maintenance items, shaded passenger queuing, and ferry docks.

Identified landside and waterside elements include:

- a. A conditioned, accessible, building approximately 1,200 square feet for passenger arrival, ferry ticketing, concession sales, passenger orientation, operations office space, public restrooms, and storage for minor vessel maintenance items and spare parts.
- b. Suitable, designated ferry loading/unloading docks at the Commendencia Slip, Port of Pensacola.
- c. Shaded outdoor passenger staging area with associated site furnishings including benches, bicycle racks, trash receptacles, and site lighting.
- d. Directional, informational and identification signs, and orientation waysides for passenger orientation, sense of arrival and wayfinding in collaboration with others including the NPS, FDOT, Escambia County and other engaged partners.
- e. Metered utility services and connections to the ferry docks, buildings and grounds. Utility connections will include vessel sewage pump-out, water and electric service.
- f. Vehicle parking for ferry passengers estimated at 140 to 160 automobile spaces and 8 to 10 RV/bus spaces. City currently has enough spaces to sufficiently meet such estimated demand, within a 1000 ft. radius of the project site.
- g. Designated, accessible vehicle loading/unloading area for passenger drop-off adjacent to the ferry gateway building and grounds at the Commendencia Slip, Port of Pensacola.

- h. Docks, utilities, and accessible gangway for two side-loading passenger ferry vessels approximately 72 ft. in overall length, 29 ft. in beam, and approximate freeboard of 6 ft.
4. Work collaboratively with Escambia County, Visit Pensacola, other tourism non-profit agencies, and the NPS to develop and implement a comprehensive way finding system at the departure site as well as along access routes to the area. Some of the way finding signs may fall within the Pensacola Beach commercial center. The City will obtain any necessary permits and approvals.
5. Develop strategy for the long-term maintenance of the building, grounds, ferry docks, parking, and the way finding system for the Commendencia Slip departure site. Further definition of maintenance requirements shall be developed as part of Lease negotiations.
6. Develop utility costs/assignment as part of the Lease. Further definition of responsibility for utility costs shall be developed as part of Lease negotiations.
7. Agree to waive water and landside facility occupancy or use fees (separate from the City negotiated maintenance and utility responsibilities) for ten (10) years to support the passenger ferry service start-up to build and support ridership, and to keep downward pressure on ferry ticket prices. After the ten (10) year waiver period, the City may negotiate an appropriately competitive water and landside facility occupancy and use fee for incorporation into the Lease. If, prior to the end of the ten (10) year waiver period, documented ferry ridership should meet or exceed 70,000 passengers annually for two consecutive years, then the City reserves the right to review and renegotiate the terms of the waiver with the NPS concessioner and amend the Lease accordingly.
8. Provide removal/cleanup of any storm related debris in the area of the Commendencia Slip ferry building and grounds, and work with NPS to re-establish ferry operations as soon as feasible after a major storm event.
9. Provide for adequate insurance coverage to enable replacement and repair of the ferry service facilities at Commendencia Slip caused by damage from natural disaster, vandalism, fire, or other casualty. Further definition of responsibility for insurance requirements and insurance costs shall be developed as part of Lease negotiations.
10. Coordinate Port and Plaza de Luna activities to reduce conflicts and support the ferry schedule and general ferry operations, including coordination of parking and access during City events impacting public parking, coordination of navigable access into Commendencia Slip docks during port maintenance and repair, and as otherwise necessary to support effective ferry operations.
11. Provide typical emergency services such as law enforcement, fire department and ambulance response to protect and support the ferry service.

Article IV. Term of Agreement

This Agreement will be in effect for a period of ten (10) years beginning on the date the last signature is affixed to this Agreement, unless earlier terminated by agreement of the parties in writing.

Article V. Dispute Resolution and Termination

The parties will cooperate in good faith to achieve the objectives of this Agreement and to avoid disputes. The parties will use good faith efforts to resolve disputes at the lowest organizational level and, if a dispute cannot be so resolved, the parties will then elevate the dispute to the appropriate officials within their respective organizations. The disputes covered by this provision shall include, without limitation, disputes over whether this Agreement shall be terminated. In the event that either party desires to unilaterally terminate this Agreement, it shall give written notice to the other party sixty (60) days before the desired effective date for such termination; such notice shall include a statement of the reasons for the desired termination. The parties shall thereafter attempt to negotiate a resolution to any issues giving rise to the desire for termination and the parties shall attempt to resolve any underlying matters in accordance with this provision. The parties acknowledge the particular importance of this Agreement to the NPS as it is necessary for the NPS’s ferry concession operation and agree to use every good faith effort to avoid termination by the City.

Article VI. Key Officials

- A. The personnel specified below are considered essential to the successful coordination and communication between the City and the NPS for the work to be performed pursuant to this Agreement. Upon written notice to all the other parties, that party may designate an alternate to act in place of the designated Key Official, or designate a new Key Official.

City of Pensacola:
City Administrator
222 W. Main Street
Pensacola, FL 32502
850-435-1694
eolson@cityofpensacol.com

Port of Pensacola
Port Director
700 South Barracks Street
Pensacola, FL 32502
850-436-5070
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Gulf Islands National Seashore:
Superintendent, Gulf Islands National Seashore
1801 Gulf Breeze Parkway

Gulf Breeze, FL 32563
FL office: 850-934-2613
FAX: 850-916-3026
Email: guis_superintendent@nps.gov

- B. **Changes in Key Officials:** Either party may make a change in its key officials after providing written notice to the other party within thirty (30) days before the effective date of the proposed change. The notice will include an explanation with sufficient detail to permit evaluation of the impact of such change on the activities and requirements specified in this Agreement. Such changes would not require formal modification of this Agreement but will be memorialized in an informal addendum signed by both parties and maintained in the administrative record.

Article VII. Standard Clauses

- A. **Non-Discrimination:** All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.
- B. **NPS Appropriations:** Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate NPS, the Department, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate NPS, the Department, or the United States of America to spend funds on any particular project or purpose, even if funds are available.
- C. **Prior Approval:** The City shall obtain prior written approval from the NPS before:
1. Entering into third-party agreements of a material nature regarding this agreement;
 2. Assigning or transferring this Agreement or any part thereof;
 3. Constructing any structure or making any improvements inside the assigned ferry operation buildings and grounds, which approval may not be unreasonably withheld.
 4. Releasing any public information that refers to the Department of the Interior, the NPS, Gulf Islands National Seashore, or any NPS employee, this Agreement or the projects contemplated hereunder, unless release of such information is required by state or federal law, in which case only prior notification to the NPS shall suffice.
- D. **Compliance with Applicable Laws:** This Agreement and performance hereunder are subject to all applicable laws, regulations and management policies including, without limitation, those governing the NPS property and resources, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies. Nothing in this Agreement shall be deemed inconsistent with or contrary to the purpose of or intent of any Act of Congress.

- E. **Disclaimers of Government Endorsement:** The City will not publicize or circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications), suggesting expressly or implicitly, that the United States Government, the Department, NPS, or Government employees endorse the City's business, goods, or services. All materials referring to the Government must be approved by the NPS Key Official prior to publication. Nothing herein is intended to prevent the NPS or the Department of the Interior from recognizing the partnership or contributions made by partners to NPS, and from authorizing an inclusion of such recognition in materials generated by the City related to this Agreement.
- F. **Modifications:** This Agreement may be extended, renewed, supplemented or amended only when agreed to in writing by the NPS and the City.
- G. **Waiver:** No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the waiving parties. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- H. **No Agency:** The City is are neither an agent nor representative of the United States, the Department of the Interior, or the NPS, nor will the City represent itself as such to third parties. The NPS is neither an agent nor representative of the City, nor will the NPS represent itself as such to third parties. Nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, principal and agent, or joint venture as between the City and the NPS. The participation of each party to this Agreement in activities conducted pursuant to this Agreement is not intended to place either party or its representatives in a position of incurring tort liability arising from an action of the other party. Each party is responsible for any injury or property damage to third parties caused by negligence of its own employees acting within the scope of their employment/official duty subject to such limitation as may be prescribed by applicable laws. Specifically, tort liability arising from negligent or wrongful acts or omissions of NPS employees acting within the scope of their employment shall be adjudicated pursuant to the Federal Tort Claims 28 U.S.C. Section 2671 et seq., the Federal Employees Compensation Act, U.S.C. Section 8101 et seq., or such other federal legal authority as may be pertinent.
- I. **Non-Exclusive Agreement:** This Agreement in no way restricts either the NPS or the City from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- J. **Partial Invalidity:** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Article VIII. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

FOR THE City of Pensacola:

Approved:

Mr. Ashton Hayward, III, Mayor
City of Pensacola, FL

Date

Attest:

Ms. Ericka Burnett, City Clerk
City of Pensacola, FL

Approved as to content:

Ms. Amy Miller, Port Director, Port of Pensacola
City of Pensacola, FL

Legal in form and valid as drawn:

Ms. Lysia H. Bowling
City Attorney, Pensacola, FL

FOR Gulf Islands National Seashore, National Park Service:

Mr. Daniel R. Brown
Superintendent, Gulf Islands National Seashore

Date



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00235

City Council

5/11/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PENSACOLA ENERGY - PALAFOX COMPRESSED NATURAL GAS (CNG) STATION EXPANSION

RECOMMENDATION:

That City Council authorize the Mayor to approve a contract with Zeit Energy, LLC to furnish and install seven (7) time-fill slots at the Palafox CNG Station for \$174,160 plus a 5% contingency of \$8,708 for a total contract amount of \$182,868.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Sanitation Services and Fleet Management Department requires an expansion of the Palafox CNG site, located at 2759 N Palafox Street, in order to accommodate new sanitation equipment. The station currently has seven (7) time-fill slots. The expansion includes the addition of seven (7) new time-fill slots and asphalt resurfacing in the parking area to fuel a total of nine (9) CNG sanitation trucks plus future additions to the CNG fleet.

Zeit Energy, LLC constructed all previous CNG stations. This contract will allow for a single point of contact, Zeit Energy, LLC to warrant and maintain all three of Pensacola Energy's CNG stations.

PRIOR ACTION:

October 10, 2011 - Council awarded a contract to Zeit Energy, LLC to construct up to three CNG stations.

FUNDING:

Budget: \$ 183,000

Actual: \$ 174,160 Zeit Installation Contract
 8,708 5% Contingency

Total: \$ 182,868

FINANCIAL IMPACT:

Funding for the project has been appropriated in the Gas Utility Fund.

CITY ATTORNEY REVIEW: Yes

5/1/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Richard Barker, Jr., Chief Financial Officer
Don J. Suarez, Pensacola Energy Director

ATTACHMENTS:

- 1) Installation Quote from Zeit Energy

PRESENTATION: No



Dear Dena,

Thank you for allowing Zeit Energy to work with you on this project. We have received and carefully considered the information you have provided and we feel very confident that our expertise will be extremely helpful in the success of your project.

For this specific application, we recommend to install the same compressor type as what is currently installed on your site. The ANGI NG50 compressor will meet the performance requirements and will integrate seamlessly with the existing equipment. It will also facilitate the ongoing operation and maintenance by having the same equipment installed. The compressor, soft start, and compressor connection materials are to be purchased directly by Pensacola Energy and the cost is not included in this proposal. As part of the scope of our construction services, ZeitEnergy will work with the equipment manufacturer to ensure the equipment meets our specifications and is delivered per the construction schedule.

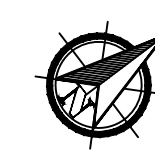
Attached to this proposal, you will find a proposed equipment map layout for your review.

Construction Services Cost: \$174,160

Zeit Energy is committed to providing world-class services to our customers. We would be happy to answer any questions during your review.

Best Regards,

Clint Beauchamp
Founder and Principal, ZeitEnergy LLC
clint@zeitenergy.com
817-223-1401



- EXISTING EQUIPMENT/INFRASTRUCTURE
- NEW EQUIPMENT/INFRASTRUCTURE
- NEW ASPHALT PAVING



NEW TIME FILL POSTS X 7

NEW ASPHALT PAVING

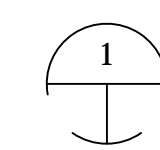
NEW TRENCH FROM EXISTING TIME FILL ZONE TO NEW TIME FILL ZONE

NEW ASPHALT PAVING

NEW COMPRESSOR WITH FENCE AREA

EXISTING TIME-FILL POSTS X 7

EXISTING CNG BUILDING



MAP LAYOUT
1/16" = 1'-0"

ZEIT ENERGY
CNG FUELING STATION

ZEIT ENERGY LLC
1717 MCKINNEY AVE., STE 700
DALLAS, TX 75202
Phone: 214.244.1926
Fax: 214.438.0825

PENSACOLA ENERGY - CNG FUELING STATION
2759 NORTH PALAFOX ST., PENSACOLA FL

CIVIL
PROPOSED EXPANSION MAP LAYOUT

NO.	ISSUE	1	BY	ZE	JOB NO.	PALAFOX
		2	ZE	DATE	4/18/17	
		3	ZE	DESIGNED	YR	
		4	ZE	DRAWN	YR	
VERIFY SCALE		FILE NAME		PALAFOX		
0		Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.				
SHEET		C-1				
SEQ.						



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00271

City Council

5/11/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

FY 2017 STREET REHABILITATION PROJECT LIST - PHASE III

RECOMMENDATION:

That City Council approve the proposed FY 2017 Street Rehabilitation Project List - Phase III

HEARING REQUIRED: No Hearing Required

SUMMARY:

As a follow up to the informational presentation about the FY 2017 - FY 2019 Street Rehabilitation Project that was presented to City Council on September 12, 2016, this item serves as the proposed final list of streets to be rehabilitated for FY 2017, Phase III. The three (3) year program to address all city streets has been broken down into three distinct phases starting on the west-side of the City and progressing eastward. Each phase will contain multiple contracts to help ensure a fair and competitive bidding process and to give the City the benefits of economies of scale. City staff has contracted with local professional engineering consultants to perform field evaluations of every street within the City and recommend which streets should be included on the annual lists for rehabilitation. Phase II and Phase III of the street rehabilitation project have been switched to accommodate Pensacola Energy's Gas Pipeline Replacement project schedule in order to minimize potential infrastructure conflicts and allow for timely replacement of the gas lines. The field evaluation for the proposed streets for the FY 2017 Street Rehabilitation Project Phase III contains approximately 614 blocks out of an estimated 1856 total blocks city-wide that will be resurfaced over the 3-year period. Construction of the FY 2017 Phase III list is tentatively scheduled to begin in August 2017.

PRIOR ACTION:

July 14, 2016 - City Council approved an action item entitled "Six-Cent Local Option Fuel (Gasoline) Tax" to authorize financing not to exceed \$15 million for street rehabilitation, street reconstruction and intersection/traffic improvements.

FUNDING:

N/A

FINANCIAL IMPACT:

As bids are awarded for construction of the project phases, supplemental budget resolutions will be included for City Council's approval to appropriate the necessary funding.

CITY ATTORNEY REVIEW: Yes

4/25/2017

STAFF CONTACT:

Eric W. Olson, City Administrator

L. Derrick Owens, P.E., Director of Public Works/City Engineer

ATTACHMENTS:

- 1) Proposed FY2017 (Phase III) Street Rehabilitation List
- 2) 7/14/16 Report of City Council Action - Six-Cent Local Option Fuel (Gasoline) Tax
- 3) FY2017 Street Rehabilitation Phase III Map

PRESENTATION: No

Group 01 - Updated Street List

District	Street Name	From	To
3	Irongate Court	Irongate Road	End
1	Chezarae Drive (includes Cul-De-Sac)	Le Jeune Dr	Le Grande Drive
1	Le Grande Drive	Beau Terra Lane	Wood Stream Drive
1	Wood Stream Drive	Le Grande Drive	End
1	Glen Crossing	Northpointe Blvd	End
1	Keating Road	N 9th Ave	Forest Glen Drive
1	Keating Terrace	Keating Road	End
1	McAllister Ave	N 9th Ave	675' south of N 9th Ave
1	Audubon Drive	Creighton Road	200' South of Swan Lane
1	Adrian Road	Audubon Drive	Virwood Road
1	Wellington Road	Audubon Drive	Hilltop Drive
1	Overland Drive	Hilltop Drive	Greenwood Lane
1	Greenwood Lane	Overland Drive	Whispering Pines Drive
1	Hilltop Drive	Creighton Road	Winona Drive
1	San Gabriel Drive	Hilltop Drive	Azalea Road
1	Bougainvilla Circle	Winona Drive	End
1	Tom Lane Drive	Hilltop Drive	San Gabriel Drive
1	Whispering Pines Drive	Keating Road	San Gabriel Drive
1	Cherry Laurel Drive	Hilltop Drive	Leesway Blvd
1	Hilltop Drive	Cherry Laurel Drive	Swan Lane
1	Swan Lane	Hilltop Drive	Hibiscus Road
1	Keystone Road	Langley Ave	End
1	Plum Road	Adelyn Road	Keystone Road
1	Reynosa Drive	Cherry Laurel Drive	April Road
1	April Road	Reynosa Drive	Limestone Road
1	Limestone Road	April Road	Morelia Place
1	Uratan Place	Limestone Road	End
1	Futura Drive	Capri Drive	End
1	Ottoman Road	Danamar Drive	Bonway Drive
1	Aqua Vista Drive (Plus 3 Cul-De- Sacs)	Leesway Blvd	Bonway Drive
1	Baywoods Lane	Baywoods Court	175' North of Baywoods Court
1	Baywoods Circle	Baywoods Drive	End
1	Baywoods Court	Spanish Trail Road	End (East)
1	Baywoods Drive	Baywoods Court	Scenic Hwy
1	Scenic Court	Scenic Hwy	End
1	Christy Drive	Creighton Road	End
1	Peacock Drive	Creighton Road	Oriole Ave
1	Oriole Ave	Creighton Road	Peacock Drive
1	Lark Ave	Creighton Road	Peacock Drive
1	Cardinal Ave	Creighton Road	Peacock Drive

Group 01 - Updated Street List

District	Street Name	From	To
1	Altar	Balmoral Drive	End
2	Lansing Drive	160' east of Calumet Court	Lanier Drive R/W
2	Lansing Drive	340' west of Schwab Drive	Tippin Ave
2	Lanier Drive	Lansing Drive R/W	Mid-Block between Lansing Drive and Fairchild Street
2	Whirlybird Ave(West)	Lansing Drive R/W	160' north of Lansing Drive R/W
2	Whirlybird Ave(East)	Lansing Drive R/W	160' north of Lansing Drive R/W
2	Schwab Drive	Creighton Road	End
2	Fairchild Street	400' west of Schwab Drive	Tippin Ave
2	Martinique Road	Fairchild Street	End
2	Dunmire Street	Tippin Ave	End (West)
2	Tippin Ave	John Carroll Drive R/W	End (North)
2	Toni Street	Schwab Drive	150' east of Schwab Drive
2	Ames Drive	John Carroll Drive	End
2	Jack Street	Toni Street	Mid-Block between Toni Street and Langley Ave
2	East Burgess Road	Tippin Ave	End
2	Maui Court	East Burgess Road	End
2	Eupora Street	Maybelle Drive	End
2	Coila Street	Maybelle Drive	Northbrook Drive
2	Tamara Drive	Windwood Drive	End
2	Northbrook Drive	Windwood Drive	Tamara Drive
2	Windwood Drive	Dunmire Street	Tamara Drive
2	Boyd Ave	Dunmire Street	Northbrook Drive
2	Stark Ave	Nobles Street	End (South)
2	Gallahad Road	Collingswood Road	Guinevere Drive
2	Guinevere Drive	Gallahad Road	End
1	Baywoods Place	Baywoods Drive	End
1	Le Jeune Dr.	Beau Terra Lane	Chezarae Drive
1	Tamara Circle	Tamara Drive	End

Group 02 - Updated Street List

District	Street Name	From	To
2	Corporate Woods Drive	Airport Blvd	Office Woods Drive
2	Office Woods Drive	N 12th Ave	Grande Drive
1	Langley Ave	745' East of N 12th Ave	Long Street R/W
1	McAllister Ave	90' North of Nightingale Street	Langley Ave
1	Nightingale Street	McAllister Ave	Long Street R/W
1	Flintwood Circle (North)	Soto Grande Drive	End
1	Flintwood Circle (South)	Soto Grande Drive	End
1	Soto Grande Court	Soto Grande Drive	End
1	Soto Grande Place	Soto Grande Drive	End
1	Soto Grande Dr	Flintwood Circle	End
1	Flintwood Road (plus 4 Cul-De-Sac)	Leesway Blvd	Hibiscus Road
1	Yesteroaks Place	End	End
1	Yesteroaks Circle	End	End
1	Yesteroaks Drive	Yesteroaks Place	Leesway Circle
1	Leesway Circle	End	End
1	Leesway Terrace	Leesway Circle	End
1	Leesway Blvd.	Hidden Oak Drive	Leesway Circle
1	Potosi Way	Potosi Road	End
1	Potosi Place	Potosi Road	End
1	Powrie Drive (plus Cul-De-Sac)	Potosi Road	Flax Road
1	Potosi Court	Potosi Road	End
1	Flax Road	Lynn Ora Drive	End (South)
1	Hidden Oak Drive (Plus 3 Cul-De-Sacs)	Flax Road	Leesway Blvd
1	Trafalgar Drive	Agincourt Road	End (South)
1	Buford Circle	Buford Drive	End
1	Cape Trafalgar Court	Langley Ave	End
1	Langley Circle	Langley Ave	End
1	Langley Court	Langley Ave	End
1	Langley Ave	Cape Trafalgar Court	Adelyn Rd
3	Enchanting Oaks Drive	Langley Ave	End
3	Montage Drive	Spanish Trail Road	End
3	Dynasty Drive	Montage Drive	End
3	Spanish Trail Road	Langley Ave	Belle Meade Drive
3	Lassassier Street	Francisco Road	End
3	Francisco Road	Lassassier Street	Francisco Place
3	Velasquez Street	Francisco Place	Montalvo Drive
3	Mentoria Street	Francisco Road	End
3	Casen Ave	Francisco Road	End
3	Slaback Street	Francisco Road	End
3	Francisco Place	Francisco Road	End
3	Florentina Circle	Velasquez Street	End
3	Abercombie Circle	Velasquez Street	End
3	Howe Street	Velasquez Street	End
3	Montalvo Drive	End	Manolete Street
3	Castayls Road	Montalvo Drive	End

Group 02 - Updated Street List

District	Street Name	From	To
3	Andrade Street	Montalvo Drive	End
3	Manolete Street	Scenic Highway	End
3	Shanon Circle	Shannon Place	End
3	Shannon Circle	Shannon Place	Rommitch Lane
3	Monteigne Drive	Chastain Way	End (West)
3	Chastain Way	Monteigne Drive	End (East)
3	Shannon Place (2 Cul De Sacs)	Shannon Place	End
3	Lemmington Road	Monteigne Drive	End
3	Rommitch Lane	Shannon Place	Arizona Drive
3	Arizona Drive	Monteigne Drive	End
3	Riddick Drive	Monteigne Drive	End
3	Burbank Drive	Arizona Drive	Brookshire Drive
3	Alvar Drive	Arizona Drive	Brookshire Drive
3	Brookshire Drive	Monteigne Drive	Scenic Hwy
3	Brighton Drive	New Hope Road	End (South)
3	Berkshire Court	New Hope Road	End
3	Cedar View Court	New Hope Road	End
3	Montessori Place	Montessori Drive	End
3	Whiteleaf Circle	Spanish Trail Road	End
3	Whiteleaf Court	Whiteleaf Circle	End
3	Wexford Circle	Spanish Trail Road	End
3	Wynford Circle	Wexford Circle	End
3	Braxton Circle	Spanish Trail Road	End
3	Wythe Circle	Spanish Trail Road	End
3	Claiborne Circle	Wimbledon Drive	End
3	Gaugin Street	Wimbledon Drive	Marjean Drive
3	Marjean Court	Marjean Drive	End
3	Marjean Drive	Goya Drive	Monteigne Drive
3	Goya Drive	Summit Blvd	Rothschild Drive
3	Oak Shadow Ln	New Hope Road	End (east/West)
3	New Hope Rd	Spanish Trail Road	End (west)
3	Albert Ct	End	End
3	Station Ct	Spanish Trail Road	End (North/West)
3	Belle Meade Dr	Spanish Trail Road	Spanish Trail Road
3	Belle Meade Ct	Spanish Trail Road	End
1	Degas Street	Wimbledon Drive	Marjean Drive
1	Langley Ave	Adelyn Dr	Spanish Trail Road

Group 03 - Updated Street List

District	Street Name	From	To
2	Guilford Drive	Farmington Road	Commonwealth Road
2	Commonwealth Road	Guilford Drive	End
2	Duquesne Drive	Langley Ave	Commonwealth Road
2	University Street	N 9th Ave	End
2	Kenny Drive	N 9th Ave	University Street
2	Windchime Way	N 12th Ave	End
2	Gale Drive	Windchime Way	Stormy Terrace
2	Stormy Terrace	End	End
2	Ellison Drive	N 12th Ave	End
2	N 12th Ave	Pintado Drive	Bayou Blvd
1	Summit Blvd turn road	N 12th Ave	Summit Blvd slip road
1	Entrance to Roger Scott (North)	N 12th Ave	End
1	Entrance to Roger Scott (South)	Summit Blvd	End
3	Summit Blvd	Jerry L Maygarden Road	Scenic Hwy
3	Newton Drive	Timberlane Drive	End (West)
3	Seabreeze Drive	Newton Drive	End (East)
3	Bermuda Circle	Logan Drive	Bayview Way
3	Logan Drive	Bermuda Circle	End
3	Bayview Way	Bermuda Circle	End
3	Oakmont Drive	Scenic Highway	End
3	Semorán Court	Semorán Drive	End
3	Semorán Circle	Semorán Drive	End
3	Inverness Drive	Bayou Blvd	Inverness Place
3	Belle Christiane Circle	300' South of Oxford Drive	End
3	Belle Christiane Drive	Oxford Drive	Belle Christiane Circle
3	Belle Christiane Court	Belle Christiane Drive	End
3	Belle Christiane Place	Belle Christiane Drive	End
3	Bluffs Circle	Bluffs Drive	End (South)
3	Hyde Park Road	580' East of Conway Drive	Scenic Hwy
3	Tyler Ave	Bayou Blvd	Connell Drive
3	Hopetill Road	Nagel Drive	Heyward Drive
3	Heyward Drive	Hopetill Road	End (East)
3	Firestone Blvd	Bayou Blvd	Summit Blvd
4	Hallmark Drive	Piedmont Road	Westfield Road
4	Ashmore Place	Tronjo Road	End
4	McCutchen Place	Piedmont Road	End
4	High Pine Place	N 12th Ave	Bayou Blvd
4	Dunwoody Drive	N 12th Ave	Dean Road
4	Tanglewood Drive	Dean Road	Fox Road
4	Utica Place	Ironwood Road	End
4	Banquos Court	Banquos Trail	End (North)
4	Fleance Drive	Dunsinane Road	Endor Road
4	Endor Road	Fleance Drive	End
4	Glamis Drive	Endor Road	End

Group 03 - Updated Street List

District	Street Name	From	To
4	Cawdor Court	Dunsinane Road	End
4	Dunsinane Road	Banqous Trail	Fleance Drive
4	Cove Road	Hyde Park Road	End
4	Hyde Park Road	Bayou Blvd	End (West)
4	E Moreno Street	Scenic Hwy	Van Kirk Ave
4	E Mallory St	Scenic Hwy	Van Kirk Ave
4	Bayou Blvd	Perry Ave	E Strong Street
4	E Gonzalez Street	Perry Ave	End (East)
4	E Lloyd Street	Perry Ave	End (East)
4	Pickens Ave	E De Soto Street	E Cervantes Street
4	Perry Ave	E Cervantes Street	End (South)
4	E Jackson Street	ChIPLEY Ave	End (East)
4	Bay Blvd	E Gonzalez Street	E Brainerd Street
4	ChIPLEY Ave	E Cervantes Street	110' south of E Cervantes
4	E Brainerd St	Scenic Hwy	End (east)
4	E Lee St	Scenic Hwy	End (East)
4	Newton Drive (Bulb-out)	Newton Drive	End
4	Banqous Trail	Hyde Park Road	Bayou Blvd
4	Belle Christiane Circle	Belle Christiane Drive	End

Report of City Council Action Items

July 14, 2016

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Members Present: Council President Charles Bare, Council Vice President Brian Spencer, Jewel Cannada-Wynn, Larry B. Johnson, Sherri Myers, Gerald Wingate, and P. C. Wu

Absent: Andy Terhaar

REGULAR AGENDA ITEMS (continued)

Item 18 cont'd.

PROPOSED ORDINANCE NO. 40-16 – 1ST READING – MOTION TO APPROVE

AN ORDINANCE REPEALING ORDINANCE NO. 65-77 OF THE CITY OF PENSACOLA, FLORIDA AND REPEALING SEC. 9-3-78 OF THE CODE OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

The motion passed unanimously.

19. **TERMINATION OF AGREEMENT WITH UNITED WAY FORMING THE HUMAN SERVICES APPROPRIATIONS COMMITTEE AND DISSOLUTION OF THE COMMITTEE**

That the City Council terminate the agreement with the United Way that created the City's Human Services Appropriations Committee, authorization for Council President to sign termination letter and dissolve the Committee.

The motion passed 6 - 1. Council Member Wu dissenting.

20. **CHANGING COUNCIL EXECUTIVE RANGE FROM C-04 TO C-05**

That City Council approve the change in the Council Executive range from C-04 to C-05.

The motion passed 6 - 1. Council Member Spencer dissenting.

21. **TENTATIVE MILLAGE RATE – FISCAL YEAR 2017**

That City Council set the tentative fiscal year 2017 millage rate for the City of Pensacola at 4.2895 mils and for the Downtown Improvement District at 2.0000 mils and authorize the Mayor to set final levies in compliance with the new property tax reform regulations. Further that the Mayor may administratively adjust the final adopted millage rate upon receipt of the final valuation if the City's final current year gross taxable value is reduced by more than 1%. Finally, that the first public hearing on fiscal year 2017 millage rates be held on September 7, 2016 at 5:15 p.m. in Council Chambers.

The motion passed 6 - 1. Council Member Myers dissenting.

22. **SIX-CENT LOCAL OPTION FUEL (GASOLINE) TAX**

That City Council approve the attached (**revised**) resolution, **as amended on pages two and four**, authorizing a financing not to exceed \$15 million to finance street rehabilitation, street reconstruction and intersection/traffic improvements including ADA improvements and authorize the Mayor to take all actions necessary to execute the transaction. Further, provisions of the loan agreement and Series 2016 Bond, each described in the resolution, will conform to the final terms negotiated with the lender, subject to the parameters described in Sections 6 and 7 of the resolution and upon favorable recommendation of the City's Bond Counsel, City's Chief Financial Officer, City's Financial Advisor and the City Attorney. **Further, that City Council approve the Interlocal Agreement with Escambia County providing for an additional allocation of the Six-Cent Local Option Fuel (Gasoline) Tax (LOGT) to the City of Pensacola at a distribution percentage of 8.63%.**

The motion passed unanimously.

Report of City Council Action Items

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Members Present: Council President Charles Bare, Council Vice President Brian Spencer, Jewel Cannada-Wynn, Larry B. Johnson, Sherri Myers, Gerald Wingate, and P. C. Wu

Absent: Andy Terhaar

REGULAR AGENDA ITEMS (continued)

Item 22 cont'd.

RESOLUTION NO. 23-16 -- *MOTION TO APPROVE AS AMENDED*

A RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF PENSACOLA, FLORIDA OF A LOCAL OPTION GAS TAX REVENUE BOND, SERIES 2016, IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$15,000,000 TO FINANCE THE COST OF THE ACQUISITION AND CONSTRUCTION OF CAPITAL IMPROVEMENTS TO THE ROAD SYSTEM OF THE CITY; PLEDGING THE PLEDGED REVENUES FOR THE PAYMENT OF SAID SERIES 2016 BOND; PROVIDING FOR THE PAYMENT OF THE SERIES 2016 BOND AND THE EXECUTION OF THE RELATED FINANCING DOCUMENTS IN CONNECTION THEREWITH; AUTHORIZING THE AWARD OF THE SALE OF THE SERIES 2016 BOND; AUTHORIZING FURTHER OFFICIAL ACTION IN CONNECTION WITH THE DELIVERY OF THE SERIES 2016 BOND; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

The motion passed unanimously.

23. STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY GRANT AGREEMENT

That City Council authorize the Mayor to accept and execute the State of Florida Department of Economic Opportunity Grant Agreement #SL024 in the amount of \$1,000,000 for property acquisition and demolition services for the Air Commerce Park at the Pensacola International Airport. Further, that City Council approve the grant resolution and authorize the Mayor to take all actions necessary related to the finalization of the grant. Also, that City Council approve the supplemental budget resolution appropriating the grant funds.

The motion passed unanimously.

RESOLUTION NO. 24-16 -- *MOTION TO APPROVE*

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE A GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR PROPERTY ACQUISITION AND DEMOLITION SERVICES AT THE PENSACOLA INTERNATIONAL AIRPORT; PROVIDING AN EFFECTIVE DATE.

The motion passed unanimously.

SUPPLEMENTAL BUDGET RESOLUTION NO. 25-16 -- *MOTION TO APPROVE*

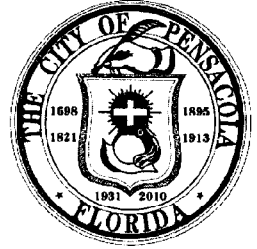
A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2016; PROVIDING FOR AN EFFECTIVE DATE

The motion passed unanimously.

24. FY 2016-2017 ANNUAL ACTION PLAN FOR THE CITY OF PENSACOLA'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP ACT (HOME) PROGRAMS

That City Council approve the proposed FY 2016-2017 Annual Action Plan for the period October 1, 2016 through September 30, 2017, which includes the City of Pensacola's use of CDBG funds in the amount of \$836,602 and HOME funds in the amount of \$139,436 for submission to the U. S. Department of Housing and Urban Development (HUD). Further, that City Council authorize the Mayor to execute all documents relating to the programs' administration.

The motion passed unanimously.



COUNCIL MEMORANDUM

Council Meeting Date: July 14, 2016

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor ^{SHD} _{FOR}

SUBJECT: Six-Cent Local Option Fuel (Gasoline) Tax

RECOMMENDATION:

That City Council approve the attached resolution authorizing a financing not to exceed \$15 million to finance street rehabilitation, street reconstruction and intersection/traffic improvements including ADA improvements and authorize the Mayor to take all actions necessary to execute the transaction. Further, provisions of the loan agreement and Series 2016 Bond, each described in the resolution, will conform to the final terms negotiated with the lender, subject to the parameters described in Sections 6 and 7 of the resolution and upon favorable recommendation of the City's Bond Counsel, City's Chief Financial Officer, City's Financial Advisor and the City Attorney.

AGENDA: Regular Consent
Hearing Required: Public Quasi-Judicial No Hearing Required

SUMMARY:

On July 23, 2015 the Board of County Commissioners extended the Six-Cent Local Option Fuel (Gasoline) Tax (LOGT) for an additional 10 years and four months beginning September 1, 2016 through December 31, 2026. In accordance with Florida Statutes (F.S.), in order to determine a distribution of the funding an Interlocal Agreement is needed. If an agreement cannot be reached, then a default formula of the past five years' transportation expenditures for each entity would determine the distribution percentages.

On August 17, 2015 Escambia County Staff sent City Financial Services Staff their tabulation of transportation expenditures based solely on the Comprehensive Annual Financial Report (CAFR) using only expenditures reported in the Statement of Activities line item entitled "Transportation". The proposed Escambia County calculation would have reduced the City's LOGT distribution from 18.22 percent to 5.45 percent; a reduction of 70 percent or approximately \$1 million per year beginning in Fiscal Year 2017. City Staff, in discussions with the Florida League of Cities, reviewed the calculations submitted and compared the methodology used by Escambia County Staff to that outlined in Section 336.025, F.S. City Staff determined that the State Statutes provide a broader definition of transportation expenditures than what is listed in the CAFR. Therefore, City Staff did not support or agree with the calculation as presented by County Staff.

On September 1, 2015, Escambia County Staff notified City Staff that the proposed change in the LOGT percentage distribution was on the agenda for the September 3, 2015 Board of County Commissioners' meeting. On September 2, 2015, the Mayor recommended to Escambia County that the City and County adopt an Interlocal Agreement setting the percentage distribution rates through December 31, 2026 at the same distribution

Council Memorandum

Subject: Six-Cent Local Option Fuel (Gasoline) Tax

Council Meeting Date: July 14, 2016

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percentages that have been in place for the past 10 years. The Mayor requested that the proposed Interlocal Agreement reflecting these percentages be placed on the Board of County Commissioners' agenda for consideration at the meeting the next day.

The Mayor and City Staff attended the September 3, 2015 Board of County Commissioners' meeting and discussed the impact of the Escambia County Staff's proposed distribution percentage. City Staff stated that changing the distribution calculation from transportation expenditures as defined in Section 336.025(7), F.S., the methodology used in the past, to using only expenditures reported in the line item entitled "Transportation" presented in each entity's CAFR did not accurately reflect all eligible expenditures under Florida Statutes. It was discussed at the Board of County Commissioners' meeting that the CAFR Transportation numbers were suggested in lieu of the method previously used to develop LOGT distribution percentages in order to utilize a verifiable source in developing the LOGT distribution percentages. Should the CAFR only calculation be used, the City's distribution would decrease from 18.22 percent to 5.44 percent; a reduction of 70 percent. Based on the Fiscal Year 2016 Budget, the City's LOGT annual revenue would decrease from \$1,550,000 to \$460,300, a decrease of \$1,089,700 per year beginning Fiscal Year 2017. Over the 10 year four month period of the renewed LOGT this would amount to over \$11 million in lost revenue to the City. Currently the City rehabilitates (resurfaces) approximately 140 blocks of streets per year. If this decrease is applied to the street rehabilitation (resurfacing) program, a reduction of 125 blocks of street repaving within the City of Pensacola would occur leaving only 15 blocks to be rehabilitated (resurfaced) per year. After much discussion, the Board of County Commissioners tabled the item for future consideration.

In order for the City to continue to provide street rehabilitation, intersection improvements (including ADA improvements) and street reconstruction services, an equitable calculation of the LOGT distribution percentage should be agreed upon by both the City Council and the Board of County Commissioners. After the September 3, 2015 Board of County Commissioners' meeting, City Staff, at the Mayor's direction, reviewed different options and recommended percentages calculated by the Florida Department of Revenue's Office of Tax Research for the Fiscal Year 2016 Local Discretionary Sales Surtax (LOST) be utilized (option C below). This calculation is based primarily on population. Option C would succeed in providing the Board of County Commissioners a verifiable source to use in developing LOGT distribution percentages while keeping distribution percentages comparable with those used in the past. Below is a summary of the different proposed LOGT distribution percentages and the revenue projected to be collected over a 10 year and four month period based on the different options presented.

	(A) 7/14/2016		(B) 9/3/2015		(C) 9/17/2015	
	Proposed City Financing		Proposed County		Proposed City Interlocal	
Escambia County	81.15%	70,951,000	93.92%	82,116,000	83.89%	73,350,000
City of Pensacola	18.22% (1)	15,930,000	5.44%	4,756,000	15.62%	13,659,000
Town of Century	0.63%	551,000	0.64%	560,000	0.49%	423,000
Total	100.00%	87,432,000	100.00%	87,432,000	100.00%	87,432,000

Note. Amounts have been rounded to the nearest \$1,000.

(1) Includes estimated project funds of \$13,754,000 and estimated closing cost of \$75,000 and interest expense of \$2,101,000.

Council Memorandum

Subject: Six-Cent Local Option Fuel (Gasoline) Tax

Council Meeting Date: July 14, 2016

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An Interlocal Agreement, reflecting the distribution percentages shown in option C above, was approved by City Council on September 17, 2015. Comparing the Fiscal Year 2015 actual amounts to the proposed City Interlocal Agreement, the City's LOGT annual revenue would decrease from \$1,541,600 to \$1,321,800, a decrease of \$219,800 beginning Fiscal Year 2017. Over the 10 year and four month period of the renewed LOGT, this would result in decreased LOGT revenues to the City totaling over \$2,271,000. This decrease would equate to a reduction of 25 blocks of streets repaved within the City of Pensacola per year and approximately 258 blocks over the 10 year and four month period. City Council approved the Interlocal Agreement and City Staff forwarded it to Escambia County for consideration by the Board of County Commissioners on September 18, 2015.

On May 25, 2016, City Staff again forwarded the LOGT distribution proceeds Interlocal Agreement, approved by City Council, and requested that County Staff place the item on the June 2nd or June 16th agendas. The Interlocal was not placed on either agenda and to date has not been the subject of a Board of County Commissioner's meeting. However, City Staff was notified on June 24, 2016 by County Staff that the Board of County Commissioners will hold a special meeting on July 14, 2016 to discuss the distribution of the LOGT.

The deadline to notify the State of the distribution formula is approaching. Based on information the City received from the Assistant General Counsel with the Florida Department of Revenue, the latest date that Escambia County can provide a copy of the resolution adopting the distribution formula or an Interlocal Agreement is September 1, 2016.

Based on the fact that the LOGT distribution proceeds Interlocal Agreement was not placed on the Board of County Commissioners' agenda for consideration at either of the June meetings, City Staff, upon consultation with the City's Financial Advisor and Bond Counsel, explored securing its existing distribution percentage of the LOGT by pledging the LOGT revenue as the source of repayment for a financing in an amount not to exceed \$15 million. The financing team consists of Mitch Owens, the City's Financial Advisor with RBC Capital Markets, LLC and Richard I. Lott, Esq., Duane Draper, Esq., and Randy Clement, Esq., each with Bryant Miller Olive, the City's Bond Counsel.

Section 336.025(4)(a), F.S. states that the amounts distributed to each municipality shall not be reduced below the amount necessary for the payment of principal and interest and reserves for principal and interest as required under the covenants of any bond resolution outstanding on the date of the recalculation. This action would pledge the LOGT revenue as the source of repayment.

The advantages of the financing are as follows: (1) creates a construction fund in approximately the same amount as the revenue projected in the September 17, 2015 Interlocal Agreement approved by City Council (2) accelerates street rehabilitation, intersection improvements (including ADA improvements) and street reconstruction services so that projects which would normally be completed over the next 10 years will be completed in only three years (3) provides expedited improvements which will result in enhanced street and road conditions within the City and (4) allows for better unit pricing on the projects due to economies of scale. Based on these advantages, City Staff recommends that City Council approve the financing.

Historically, the condition of City roadways are assessed each year. Based on that assessment, City Staff prioritizes which streets will be rehabilitated and presents the listing of streets in each year's budget. One of the major factors affecting the condition of the City's roadway is vehicular traffic and use. Roadways which have

Council Memorandum

Subject: Six-Cent Local Option Fuel (Gasoline) Tax

Council Meeting Date: July 14, 2016

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heavy traffic have a shorter useful life and need to be rehabilitated more often than those roads which do not get as much use. Approximately 60% of City streets have been rehabilitated between Fiscal Years 2005 and 2016.

PRIOR ACTION:

July 31, 1986 - City Council approved an Interlocal Agreement between the City of Pensacola and Escambia County determining the distribution of the proceeds of the **Six-Cent** Local Option Gas Tax for the period 9/1/86 – 8/31/96. The distribution percentage of this Interlocal Agreement was based upon an approximation of the eligible transportation expenditures of the County, the City and the Town of Century. The proceeds were distributed as follows:

Escambia County	75.3%
City of Pensacola	24.0%
Town of Century	00.7%

May 23, 1996 - City Council approved an Interlocal Agreement between the City of Pensacola and Escambia County determining the distribution of the proceeds of the **Six-Cent** Local Option Gas Tax for the period 9/1/96 – 8/31/06. The distribution percentage of this Interlocal Agreement continued the same percentages as in the prior agreement. The proceeds were distributed as follows:

Escambia County	75.3%
City of Pensacola	24.0%
Town of Century	00.7%

June 2, 2006 – Escambia County notified the State of Florida, the City of Pensacola and the Town of Century that in lieu of using an Interlocal Agreement, the distribution formula for dividing the proceeds of the **Six-Cent** Local Option Gas Tax would default to the last five (5) years of transportation expenditures. The formula used was based on the eligible expenditures as defined under Florida Statutes not the line item entitled “Transportation” presented in the CAFR. This formula applied to the extended tax for the period 9/1/06 – 8/31/16. The proceeds were or will be distributed as follows:

Escambia County	81.15%
City of Pensacola	18.22%
Town of Century	00.63%

March 25, 2013 – City Council approved an Interlocal Agreement between the City of Pensacola and Escambia County in which the City waived its rights to receive any proceeds from the **Four-Cent** Local Option Gas Tax so long as the County retained fiscal responsibility for the local funding for the provision of public mass transit in the County. It was stated at the time, that the City’s share of the **Four-Cent** Local Option Gas Tax would be approximately \$730,000. The term of the agreement is concurrent with the levy of the tax which began on January 1, 2014 and will remain in effect until rescinded. Every five (5) years a public hearing shall be held to review the terms of the agreement.

September 17, 2015 – City Council approved an Interlocal Agreement between the City of Pensacola and Escambia County setting the distribution formula for the **Six-Cent** Local Option Gas Tax to be the same

Council Memorandum

Subject: Six-Cent Local Option Fuel (Gasoline) Tax

Council Meeting Date: July 14, 2016

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percentage calculated by the Florida Department of Revenue's Office of Tax Research for the Fiscal Year 2016 Local Discretionary Sales Surtax (LOST). **No action to date has been taken by the Board of County Commissioners.** However, the City was notified on June 24, 2016 by County staff that the Board of County Commissioners will hold a special meeting on July 14, 2016 to discuss the distribution of the LOGT. The formula applied to the extended tax for the period 9/1/2016 – 12/31/2026 and the distribution percentage are as follows:

Escambia County	83.89%
City of Pensacola	15.62%
Town of Century	00.49%

FUNDING:

Budget: \$1,550,000

Actual: \$1,550,000

FINANCIAL IMPACT:

The City is responsible for all closing cost incurred to issue the loan, estimated to be \$75,000. Assuming a \$13,829,000 loan at a 2.5% interest rate, interest expense over the life of the loan would total \$2,101,000 and net project funds would be \$13,754,000 (net of issuance cost). The City would repay the loan over 10 years and four months at 2.5% interest with average annual debt service payments of \$1,537,000.

The proposed Escambia County calculation would reduce the City's LOGT distribution from 18.22 percent to 5.44 percent; a reduction of 70.09 percent or approximately \$11,174,000 over the next 10 years and four months.

The City Council approved Interlocal Agreement forwarded to Escambia County would reduce the City's LOGT distribution from 18.22 percent to 15.62 percent; a reduction of 14.26 percent or approximately \$2,271,000 over the next 10 years and four months.

The proposed financing would reduce the City's LOGT distribution from 18.22 percent to 15.82 percent (after taking into consideration issuance cost and interest expense); a reduction of 13.19 percent or approximately \$2,101,000 over the next 10 years and four months.

In comparing the proposed financing to the Interlocal Agreement previously approved by City Council and awaiting Board of County Commissioners' action, the difference in the financial impact between the two would be minimal as the City would receive essentially the same amount for project funding in either circumstance. However, if the City Council does not approve the financing and/or the Board of County Commissioners does not approve the Interlocal Agreement previously approved by City Council, the default formula of the past five years' transportation expenditures for each entity would determine the distribution percentages. Since City Staff and County Staff do not agree on the transportation expenditures to be used (City Staff recommends the Florida Statutes definition while County Staff has utilized only expenditures reported in the CAFR line item "Transportation"), the City risks losing approximately \$11,174,000 over the term of the renewed LOGT.

Council Memorandum

Subject: Six-Cent Local Option Fuel (Gasoline) Tax

Council Meeting Date: July 14, 2016

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CITY ATTORNEY REVIEW:

Yes - Date of Review
7/1/2016

No - N/A

STAFF CONTACT:

Eric W. Olson, City Administrator
Richard Barker, Jr., Chief Financial Officer

ATTACHMENTS:

1) Resolution Authorizing \$15 million financing.

PRESENTATION: Yes

No

RESOLUTION NO. 23-16

OF THE

CITY OF PENSACOLA, FLORIDA

ADOPTED JULY 14, 2016

RELATING TO:

NOT EXCEEDING

\$15,000,000

CITY OF PENSACOLA, FLORIDA

LOCAL OPTION GAS TAX REVENUE BOND, SERIES 2016

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EXHIBIT A – FORM OF LOAN AGREEMENT

EXHIBIT B – FORM OF LENDER’S CERTIFICATE

EXHIBIT C – FORM OF DISCLOSURE LETTER

RESOLUTION NO. 23-16

A RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF PENSACOLA, FLORIDA OF A LOCAL OPTION GAS TAX REVENUE BOND, SERIES 2016, IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$15,000,000 TO FINANCE THE COST OF THE ACQUISITION AND CONSTRUCTION OF CAPITAL IMPROVEMENTS TO THE ROAD SYSTEM OF THE CITY; PLEDGING THE PLEDGED REVENUES FOR THE PAYMENT OF SAID SERIES 2016 BOND; PROVIDING FOR THE PAYMENT OF THE SERIES 2016 BOND AND THE EXECUTION OF THE RELATED FINANCING DOCUMENTS IN CONNECTION THEREWITH; AUTHORIZING THE AWARD OF THE SALE OF THE SERIES 2016 BOND; AUTHORIZING FURTHER OFFICIAL ACTION IN CONNECTION WITH THE DELIVERY OF THE SERIES 2016 BOND; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of Chapter 166, Part II, Florida Statutes, as amended, the municipal charter of the City of Pensacola, Florida (the "Issuer"), and other applicable provisions of law (collectively, the "Act").

Section 2. Definitions. The following terms shall have the following meanings when used in this resolution unless the context clearly requires otherwise. Words importing singular numbers shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Loan Agreement (herein defined).

"Bond Counsel" means Bryant Miller Olive P.A. or any subsequent nationally recognized bond counsel acceptable to the Issuer.

"Charter" means the municipal charter of the Issuer.

"Chief Financial Officer" means the Chief Financial Officer of the Issuer, or his or her designee.

"City" means the City of Pensacola, Florida, a municipal corporation of the State.

"City Administrator" means the City Administrator of the Issuer, or any acting or interim City Administrator, or his or her designee.

“City Attorney” means the City Attorney of the Issuer, or his or her designee.

“City Council” means the City Council of the Issuer, as the governing body of the Issuer.

“Clerk” means the Clerk of the Issuer, any acting, deputy, or assistant Clerk, or his or her designee.

“Financial Advisor” means RBC Capital Markets, LLC.

“Lender” has the meaning ascribed thereto in the Loan Agreement.

“Loan” means the advance of moneys from the Lender to the Issuer pursuant to the Loan Agreement.

“Loan Agreement” means the agreement between the Lender and the Issuer setting forth the terms and details of the Loan, in substantially the form attached hereto as Exhibit A with such changes, modifications, insertions or deletions as are authorized herein.

“Local Option Gas Tax” means the revenue produced by the six-cent per gallon local option gas tax levied pursuant to Section 336.025, Florida Statutes, and Ordinance Nos. 2005-7 and 2015-26, enacted by Escambia County, Florida (the “County”), on March 17, 2005 and July 23, 2015, respectively, and distributed to the Issuer by the State pursuant Section 336.025(4)(a), Florida Statutes or distributed to the Issuer pursuant to an Interlocal Agreement between the Issuer and the County.

“Mayor” means the Mayor of the Issuer or the City Administrator.

“Pledged Revenues” means (i) the Local Option Gas Tax, (ii) moneys on deposit in the funds and accounts created under the Loan Agreement (other than amounts constituting any rebate liability as described in the Tax Certificate), and (iii) certain investment earnings.

“Project” means the construction of capital improvements to the roads of the Issuer as determined by the City Council to be in the best interest of the Issuer and all costs incidental thereto.

“Project Costs” means a portion of the cost of undertaking the Project including, but not limited to: engineering, legal, accounting, and financial expenses; expenses for estimates of costs and of revenues; expenses for plans, specifications and surveys; fees of fiscal agents, financial advisors or consultants; administrative expenses relating solely to the Project; the cost of acquiring and constructing the Project, reimbursement to the Issuer for any sums heretofore expended for the foregoing purposes and such other costs and expenses as may be necessary or incidental to the financing or refinancing of the Project.

“Resolution” means, collectively, this resolution and all resolutions amendatory hereof and supplemental hereto.

“Series 2016 Bond” means the City of Pensacola, Florida, Local Option Gas Tax Revenue Bond, Series 2016, authorized herein, in substantially the form attached to the Loan Agreement as Exhibit A, with such changes, modifications, insertions or deletions as are authorized herein.

“State” means the State of Florida.

Section 3. Findings. It is hereby found, declared, and determined by the City Council:

(A) The Issuer has determined that it is necessary and in the best interests of the health, safety and welfare of the Issuer and its inhabitants that the Issuer undertake the Project. Issuance of the Series 2016 Bond to construct the Project satisfies a paramount public purpose.

(B) The Issuer is without currently available funds to pay the cost of the Project, and it is necessary and desirable that the Issuer borrow the moneys necessary to provide for payment of the Project.

(C) The Pledged Revenues are not currently pledged to any obligation of the Issuer.

(D) The Series 2016 Bond will be payable from the Pledged Revenues and as may be further described in the Loan Agreement. The Pledged Revenues, together with any Non-Ad Valorem Revenues budgeted and appropriated therefor, are anticipated to be sufficient to pay the principal of and accrued interest on the Series 2016 Bond as the same becomes due.

(E) The obligation of the Issuer to repay the Series 2016 Bond in accordance with its terms and to make the payments required under the Loan Agreement is hereby declared to be and shall be a special, limited obligation of the Issuer, secured solely by the Pledged Revenues and as may be further described in the Loan Agreement. The obligation of the Issuer to repay the Series 2016 Bond in accordance with its terms and to make any other payments, if any, required under the Series 2016 Bond or the Loan Agreement shall not be or constitute a general obligation or indebtedness of the Issuer and neither the Series 2016 Bond nor the Loan Agreement shall be or constitute a general obligation or indebtedness of the Issuer. Neither the Lender nor any successor owner of the Series 2016 Bond shall be entitled to compel the exercise of the ad valorem taxing power of the Issuer or the payment of the principal of or interest on the Series 2016 Bond or the making of any payments required under the Series 2016 Bond or the Loan Agreement from any moneys of the Issuer other than the Pledged Revenues and any other moneys of the Issuer as may be more fully described in the Loan Agreement.

(F) It is necessary and desirable to provide for the securing of the Loan and for the execution and delivery of the Loan Agreement, the issuance of the Series 2016 Bond and the taking of all other action in connection with the consummation of the Loan.

(G) It is necessary and desirable to approve the estimated costs of issuance to be paid by the Issuer in connection with the delivery of the Series 2016 Bond and the Loan Agreement.

(H) The Financial Advisor has solicited proposals for the purchase of the Series 2016 Bond pursuant to a negotiated private placement.

Section 4. Authorization of Series 2016 Bond and Project.

(A) Subject and pursuant to the provisions hereof, the issuance by the Issuer of its Series 2016 Bond, in an aggregate principal amount of not to exceed Fifteen Million Dollars (\$15,000,000), to be dated, to bear interest, to be payable, to mature, to be subject to prepayment, to have such other characteristics as provided herein and in the Series 2016 Bond and the Loan Agreement, and to be secured as provided in the Loan Agreement is hereby authorized.

(B) The financing and/or reimbursing of the Project is hereby authorized. The City Council and the proper officers of the Issuer are hereby directed to take all action and steps deemed necessary to construct the Project, which are not inconsistent with the terms and provisions of this Resolution or the Loan Agreement.

Section 5. Approval of Terms of Series 2016 Bond

Subject to the provisions hereof, the Issuer hereby delegates to the Mayor the authority to determine the final terms of the Series 2016 Bond, based upon the advice of the Financial Advisor, including (i) the dated date, (ii) the principal amount, (iii) the maturity amounts, (iv) the interest rate, (v) the prepayment provisions, and (vi) all other details of the Series 2016 Bond, subject to compliance with the criteria provided in Section 6 below, and to take such further action as shall be required for carrying out the purposes of this Resolution all with respect to the Series 2016 Bond.

Section 6. Award of Series 2016 Bond

Because of the characteristics of the Series 2016 Bond, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Series 2016 Bond, the Issuer hereby finds that it is in the best interest of the Issuer to sell the Series 2016 Bond at a private negotiated sale to the Lender, subject to compliance with the following conditions:

(A) The principal amount of the Series 2016 Bond does not exceed \$15,000,000;

(B) The final maturity of the Series 2016 Bond shall be the date approved by the Mayor, which final maturity shall not be later than December 31, 2026;

- (B) The interest rate of the Series 2016 Bond shall not exceed 4.00%;
- (C) The maximum annual debt service on the Series 2016 Bond shall not exceed \$2,000,000; and
- (D) The Mayor shall have received from the Lender, a Lender's Certificate substantially in the form attached hereto as Exhibit B and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, substantially in the form attached hereto as Exhibit C.

The Mayor is hereby authorized to select the Lender and award the sale of the Series 2016 Bond to the proposer determined by the Mayor to be in the best financial interests of the Issuer after considering the analysis of the proposals and advice of the Financial Advisor. The Mayor may conclusively rely upon the Financial Advisor in determining compliance with the above conditions.

Section 7. Approval of Form of Loan Agreement and Series 2016 Bond. Subject to the conditions described in this Section and Section 6 hereof, the Loan Agreement, in substantially the form attached hereto as Exhibit A, and the Series 2016 Bond, in substantially the form attached to the Loan Agreement as Exhibit A, are hereby approved, subject to such changes, modifications, insertions and deletions as may be made therein and approved by the Mayor upon the advice of the City Attorney, the Chief Financial Officer, Bond Counsel and/or the Financial Advisor, such approval to be conclusively evidenced by the execution and delivery thereof by the Issuer. Pursuant to Section 4.01(1) of its Charter, the Issuer hereby authorizes and directs the Mayor to execute the Loan Agreement and Series 2016 Bond, such execution to be attested under seal by the City Clerk, approved as to substance by the Chief Financial Officer and designated as legal in form and valid as drawn by the City Attorney and further authorizes and directs the Mayor to deliver the Loan Agreement and the Series 2016 Bond to the Lender, and to take such other actions as shall be necessary to consummate the Loan.

The Mayor is hereby delegated the authority to finalize the terms of the Series 2016 Bond and the Loan Agreement, including, in particular the authority to authorize further securing the payment of the principal and interest on the Series 2016 Bond (i) with a covenant by the Issuer to budget and appropriate from Non-Ad Valorem Revenues amounts sufficient to pay debt service on the Series 2016 Bond to the extent Pledged Revenues are otherwise insufficient to pay such debt service; and/or (ii) by establishing a Reserve Fund in an amount not exceeding \$2,000,000; provided, however, such amount shall not exceed the lesser of (A) the maximum annual debt service on the Series 2016 Bond, (B) 125% of the average annual debt service on the Series 2016 Bond, or (C) ten percent (10%) of the proceeds of the Series 2016 Bond, all within the meaning of Section 148 of the Code. The Mayor may conclusively rely upon the advice of the Financial Advisor that such terms and such added security are in the best financial interest of the Issuer.

Upon execution and delivery of the Loan Agreement pursuant to the terms of this Resolution, all of the provisions of said Loan Agreement shall be deemed to be part of this Resolution as fully and to the same extent as if incorporated verbatim herein.

Section 8. Authorization of Other Action. The Mayor, City Administrator, City Attorney, the Clerk, the Chief Financial Officer and such other authorized officers, employees and agents of the Issuer are each designated agents of the Issuer in connection with the execution and delivery of the Loan Agreement and the Series 2016 Bond and are authorized and empowered, collectively or individually, to take all action and steps to execute and deliver any and all instruments, documents or contracts on behalf of the Issuer which are necessary or desirable in connection with the execution and delivery of the Loan Agreement and the Series 2016 Bond to the Lender, including, but not limited to, the making of modifications to the Loan Agreement and the Series 2016 Bond herein authorized.

Section 9. Application of Proceeds of Loan. The proceeds of the Loan shall be used as more fully described in the Loan Agreement and includes the payment of related associated costs of issuance (including but not limited to legal and financial advisory fees and expenses).

Section 10. Repeal of Inconsistent Provisions. All resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 11. Severability. If any one or more of the covenants, agreements, or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions, and in no way affect the validity of all other provisions of the Resolution or of the Series 2016 Bond or Loan Agreement delivered hereunder.


Section 12. Amendment. This Resolution may not be amended or repealed following the issuance of the Series 2016 Bond except with the prior written consent of the Lender.

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Section 13. Effective Date. This Resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the Charter of the Issuer.

[SEAL]

Adopted: July 14, 2016

Approved: 
Council President

ATTEST:


City Clerk

REVISED RECOMMENDATION ITEM #22

SUBJECT: Six-Cent Local Option Fuel (Gasoline) Tax

REVISED RECOMMENDATION:

That City Council approve the attached resolution authorizing a financing not to exceed \$15 million to finance street rehabilitation, street reconstruction and intersection/traffic improvements including ADA improvements and authorize the Mayor to take all actions necessary to execute the transaction. Further, provisions of the loan agreement and Series 2016 Bond, each described in the resolution, will conform to the final terms negotiated with the lender, subject to the parameters described in Sections 6 and 7 of the resolution and upon favorable recommendation of the City's Bond Counsel, City's Chief Financial Officer, City's Financial Advisor and the City Attorney. Further, that City Council approve the Interlocal Agreement with Escambia County providing for an additional allocation of the Six-Cent Local Option Fuel (Gasoline) Tax (LOGT) to the City of Pensacola at a distribution percentage of 8.63%.

Bond Resolution Amendments page 2.

“Project” means the construction of capital improvements to the roads of the Issuer as determined by the city council to be in the best interest of the Issuer, and all costs incidental thereto.

Page 4.

(B) The financing and/or reimbursing of the Project is hereby authorized. The City Council and the proper officers of the Issuer are hereby directed to take all action and steps deemed necessary to construct the Project, which are not inconsistent with the terms and provision of this Resolution or the Loan Agreement.

MEMORANDUM

TO: Mayor Ashton J. Hayward, III
Members of City Council

FROM: Eric W. Olson, City Administrator *EWO*

DATE: July 14, 2016

SUBJECT: Six-Cent Local Option Fuel (Gasoline) Tax

In reference to Item #22 on the City Council July 14, 2016 Agenda entitled "Six-Cent Local Option Fuel (Gasoline) Tax" please find attached revised pages #2, #3 and #5 for Resolution #23-16 which will be considered at tonight's Council Meeting.

The resolution you will be approving is also attached.

cc: Ericka Burnett, City Clerk

"City Council" means the City Council of the Issuer, as the governing body of the Issuer.

"Clerk" means the Clerk of the Issuer, any acting, deputy, or assistant Clerk, or his or her designee.

"Financial Advisor" means RBC Capital Markets, LLC.

"Lender" has the meaning ascribed thereto in the Loan Agreement.

"Loan" means the advance of moneys from the Lender to the Issuer pursuant to the Loan Agreement.

"Loan Agreement" means the agreement between the Lender and the Issuer setting forth the terms and details of the Loan, in substantially the form attached hereto as Exhibit A with such changes, modifications, insertions or deletions as are authorized herein.

"Local Option Gas Tax" means the revenue produced by the six-cent per gallon local option gas tax levied pursuant to Section 336.025, Florida Statutes, and Ordinance Nos. 2005-7 and 2015-26, enacted by Escambia County, Florida (the "County"), on March 17, 2005 and July 23, 2015, respectively, and distributed to the Issuer by the State pursuant Section 336.025(4)(a), Florida Statutes, or distributed to the Issuer pursuant to an Interlocal Agreement between the Issuer and the County.

"Mayor" means the Mayor of the Issuer or the City Administrator.

"Pledged Revenues" means (i) the Local Option Gas Tax, (ii) moneys on deposit in the funds and accounts created under the Loan Agreement (other than amounts constituting any rebate liability as described in the Tax Certificate), and (iii) certain investment earnings.

"Project" means the construction of capital improvements to the roads of the Issuer as more particularly described on Schedule "I" to the Loan Agreement, and all costs incidental thereto.

"Project Costs" means a portion of the cost of undertaking the Project including, but not limited to: engineering, legal, accounting, and financial expenses; expenses for estimates of costs and of revenues; expenses for plans, specifications and surveys; fees of fiscal agents, financial advisors or consultants; administrative expenses relating solely to the Project; the cost of acquiring and constructing the Project, reimbursement to the Issuer for any sums heretofore expended for the foregoing purposes and such other costs and expenses as may be necessary or incidental to the financing or refinancing of the Project.

"Resolution" means, collectively, this resolution and all resolutions amendatory hereof and supplemental hereto.

“Series 2016 Bond” means the City of Pensacola, Florida, Local Option Gas Tax Revenue Bond, Series 2016, authorized herein, in substantially the form attached to the Loan Agreement as Exhibit A, with such changes, modifications, insertions or deletions as are authorized herein.

“State” means the State of Florida.

Section 3. Findings. It is hereby found, declared, and determined by the City Council:

(A) The Issuer has determined that it is necessary and in the best interests of the health, safety and welfare of the Issuer and its inhabitants that the Issuer undertake the Project. Issuance of the Series 2016 Bond to construct the Project satisfies a paramount public purpose.

(B) The Issuer is without currently available funds to pay the cost of the Project, and it is necessary and desirable that the Issuer borrow the moneys necessary to provide for payment of the Project.

(C) The Pledged Revenues are not currently pledged to any obligation of the Issuer.

(D) The Series 2016 Bond will be payable from the Pledged Revenues and as may be further described in the Loan Agreement. The Pledged Revenues, together with any Non-Ad Valorem Revenues budgeted and appropriated therefor, are anticipated to be sufficient to pay the principal of and accrued interest on the Series 2016 Bond as the same becomes due.

(E) The obligation of the Issuer to repay the Series 2016 Bond in accordance with its terms and to make the payments required under the Loan Agreement is hereby declared to be and shall be a special, limited obligation of the Issuer, secured solely by the Pledged Revenues and as may be further described in the Loan Agreement. The obligation of the Issuer to repay the Series 2016 Bond in accordance with its terms and to make any other payments, if any, required under the Series 2016 Bond or the Loan Agreement shall not be or constitute a general obligation or indebtedness of the Issuer and neither the Series 2016 Bond nor the Loan Agreement shall be or constitute a general obligation or indebtedness of the Issuer. Neither the Lender nor any successor owner of the Series 2016 Bond shall be entitled to compel the exercise of the ad valorem taxing power of the Issuer or the payment of the principal of or interest on the Series 2016 Bond or the making of any payments required under the Series 2016 Bond or the Loan Agreement from any moneys of the Issuer other than the Pledged Revenues and any other moneys of the Issuer as may be more fully described in the Loan Agreement.

(F) It is necessary and desirable to provide for the securing of the Loan and for the execution and delivery of the Loan Agreement, the issuance of the Series 2016 Bond and the taking of all other action in connection with the consummation of the Loan.

(G) It is necessary and desirable to approve the estimated costs of issuance to be paid by the Issuer in connection with the delivery of the Series 2016 Bond and the Loan Agreement.

(D) The Mayor shall have received from the Lender, a Lender's Certificate substantially in the form attached hereto as Exhibit B and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, substantially in the form attached hereto as Exhibit C.

The Mayor is hereby authorized to select the Lender and award the sale of the Series 2016 Bond to the proposer determined by the Mayor to be in the best financial interests of the Issuer after considering the analysis of the proposals and advice of the Financial Advisor. The Mayor may conclusively rely upon the Financial Advisor in determining compliance with the above conditions.

Section 7. Approval of Form of Loan Agreement and Series 2016 Bond. Subject to the conditions described in this Section and Section 6 hereof, the Loan Agreement, in substantially the form attached hereto as Exhibit A, and the Series 2016 Bond, in substantially the form attached to the Loan Agreement as Exhibit A, are hereby approved, subject to such changes, modifications, insertions and deletions as may be made therein and approved by the Mayor upon the advice of the City Attorney, the Chief Financial Officer, Bond Counsel and/or the Financial Advisor, such approval to be conclusively evidenced by the execution and delivery thereof by the Issuer. Pursuant to Section 4.01(1) of its Charter, the Issuer hereby authorizes and directs the Mayor to execute the Loan Agreement and Series 2016 Bond, such execution to be attested under seal by the City Clerk, approved as to substance by the Chief Financial Officer and designated as legal in form and valid as drawn by the City Attorney and further authorizes and directs the Mayor to deliver the Loan Agreement and the Series 2016 Bond to the Lender, and to take such other actions as shall be necessary to consummate the Loan.

The Mayor is hereby delegated the authority to finalize the terms of the Series 2016 Bond and the Loan Agreement, including, in particular the authority to authorize further securing the payment of the principal and interest on the Series 2016 Bond (i) ~~with a pledge of the proceeds of the Local Business Tax levied by the Issuer pursuant to Chapter 205, Florida Statutes to the extent receipts of the Local Option Gas Tax are insufficient in any fiscal year to generate Pledged Revenues sufficient to pay such debt service;~~ (ii) with a covenant by the Issuer to budget and appropriate from Non-Ad Valorem Revenues amounts sufficient to pay debt service on the Series 2016 Bond to the extent ~~receipts of the Local Option Gas Tax are insufficient in any fiscal year to generate Pledged Revenues sufficient~~ are otherwise insufficient to pay such debt service; and/or (iii) by establishing a Reserve Fund in an amount not exceeding \$2,000,000; provided, however, such amount shall not exceed the lesser of (A) the maximum annual debt service on the Series 2016 Bond, (B) 125% of the average annual debt service on the Series 2016 Bond, or (C) ten percent (10%) of the proceeds of the Series 2016 Bond, all within the meaning of Section 148 of the Code. The Mayor may conclusively rely upon the advice of the Financial Advisor that such terms and such added security are in the best financial interest of the Issuer.

RESOLUTION NO. __-16

OF THE

CITY OF PENSACOLA, FLORIDA

ADOPTED JULY 14, 2016

RELATING TO:

NOT EXCEEDING

\$15,000,000

CITY OF PENSACOLA, FLORIDA

LOCAL OPTION GAS TAX REVENUE BOND, SERIES 2016

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EXHIBIT A – FORM OF LOAN AGREEMENT

EXHIBIT B – FORM OF LENDER'S CERTIFICATE

EXHIBIT C – FORM OF DISCLOSURE LETTER

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RESOLUTION NO. __-16

A RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF PENSACOLA, FLORIDA OF A LOCAL OPTION GAS TAX REVENUE BOND, SERIES 2016, IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$15,000,000 TO FINANCE THE COST OF THE ACQUISITION AND CONSTRUCTION OF CAPITAL IMPROVEMENTS TO THE ROAD SYSTEM OF THE CITY; PLEDGING THE PLEDGED REVENUES FOR THE PAYMENT OF SAID SERIES 2016 BOND; PROVIDING FOR THE PAYMENT OF THE SERIES 2016 BOND AND THE EXECUTION OF THE RELATED FINANCING DOCUMENTS IN CONNECTION THEREWITH; AUTHORIZING THE AWARD OF THE SALE OF THE SERIES 2016 BOND; AUTHORIZING FURTHER OFFICIAL ACTION IN CONNECTION WITH THE DELIVERY OF THE SERIES 2016 BOND; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of Chapter 166, Part II, Florida Statutes, as amended, the municipal charter of the City of Pensacola, Florida (the "Issuer"), and other applicable provisions of law (collectively, the "Act").

Section 2. Definitions. The following terms shall have the following meanings when used in this resolution unless the context clearly requires otherwise. Words importing singular numbers shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Loan Agreement (herein defined).

"Bond Counsel" means Bryant Miller Olive P.A. or any subsequent nationally recognized bond counsel acceptable to the Issuer.

"Charter" means the municipal charter of the Issuer.

"Chief Financial Officer" means the Chief Financial Officer of the Issuer, or his or her designee.

"City" means the City of Pensacola, Florida, a municipal corporation of the State.

"City Administrator" means the City Administrator of the Issuer, or any acting or interim City Administrator, or his or her designee.

"City Attorney" means the City Attorney of the Issuer, or his or her designee.

"City Council" means the City Council of the Issuer, as the governing body of the Issuer.

"Clerk" means the Clerk of the Issuer, any acting, deputy, or assistant Clerk, or his or her designee.

"Financial Advisor" means RBC Capital Markets, LLC.

"Lender" has the meaning ascribed thereto in the Loan Agreement.

"Loan" means the advance of moneys from the Lender to the Issuer pursuant to the Loan Agreement.

"Loan Agreement" means the agreement between the Lender and the Issuer setting forth the terms and details of the Loan, in substantially the form attached hereto as Exhibit A with such changes, modifications, insertions or deletions as are authorized herein.

"Local Option Gas Tax" means the revenue produced by the six-cent per gallon local option gas tax levied pursuant to Section 336.025, Florida Statutes, and Ordinance Nos. 2005-7 and 2015-26, enacted by Escambia County, Florida (the "County"), on March 17, 2005 and July 23, 2015, respectively, and distributed to the Issuer by the State pursuant Section 336.025(4)(a), Florida Statutes or distributed to the Issuer pursuant to an Interlocal Agreement between the Issuer and the County.

"Mayor" means the Mayor of the Issuer or the City Administrator.

"Pledged Revenues" means (i) the Local Option Gas Tax, (ii) moneys on deposit in the funds and accounts created under the Loan Agreement (other than amounts constituting any rebate liability as described in the Tax Certificate), and (iii) certain investment earnings.

"Project" means the construction of capital improvements to the roads of the Issuer as more particularly described on Schedule "I" to the Loan Agreement, and all costs incidental thereto.

"Project Costs" means a portion of the cost of undertaking the Project including, but not limited to: engineering, legal, accounting, and financial expenses; expenses for estimates of costs and of revenues; expenses for plans, specifications and surveys; fees of fiscal agents, financial advisors or consultants; administrative expenses relating solely to the Project; the cost of acquiring and constructing the Project, reimbursement to the Issuer for any sums heretofore expended for the foregoing purposes and such other costs and expenses as may be necessary or incidental to the financing or refinancing of the Project.

“Resolution” means, collectively, this resolution and all resolutions amendatory hereof and supplemental hereto.

“Series 2016 Bond” means the City of Pensacola, Florida, Local Option Gas Tax Revenue Bond, Series 2016, authorized herein, in substantially the form attached to the Loan Agreement as Exhibit A, with such changes, modifications, insertions or deletions as are authorized herein.

“State” means the State of Florida.

Section 3. Findings. It is hereby found, declared, and determined by the City Council:

(A) The Issuer has determined that it is necessary and in the best interests of the health, safety and welfare of the Issuer and its inhabitants that the Issuer undertake the Project. Issuance of the Series 2016 Bond to construct the Project satisfies a paramount public purpose.

(B) The Issuer is without currently available funds to pay the cost of the Project, and it is necessary and desirable that the Issuer borrow the moneys necessary to provide for payment of the Project.

(C) The Pledged Revenues are not currently pledged to any obligation of the Issuer.

(D) The Series 2016 Bond will be payable from the Pledged Revenues and as may be further described in the Loan Agreement. The Pledged Revenues, together with any Non-Ad Valorem Revenues budgeted and appropriated therefor, are anticipated to be sufficient to pay the principal of and accrued interest on the Series 2016 Bond as the same becomes due.

(E) The obligation of the Issuer to repay the Series 2016 Bond in accordance with its terms and to make the payments required under the Loan Agreement is hereby declared to be and shall be a special, limited obligation of the Issuer, secured solely by the Pledged Revenues and as may be further described in the Loan Agreement. The obligation of the Issuer to repay the Series 2016 Bond in accordance with its terms and to make any other payments, if any, required under the Series 2016 Bond or the Loan Agreement shall not be or constitute a general obligation or indebtedness of the Issuer and neither the Series 2016 Bond nor the Loan Agreement shall be or constitute a general obligation or indebtedness of the Issuer. Neither the Lender nor any successor owner of the Series 2016 Bond shall be entitled to compel the exercise of the ad valorem taxing power of the Issuer or the payment of the principal of or interest on the Series 2016 Bond or the making of any payments required under the Series 2016 Bond or the Loan Agreement from any moneys of the Issuer other than the Pledged Revenues and any other moneys of the Issuer as may be more fully described in the Loan Agreement.

(F) It is necessary and desirable to provide for the securing of the Loan and for the execution and delivery of the Loan Agreement, the issuance of the Series 2016 Bond and the taking of all other action in connection with the consummation of the Loan.

(G) It is necessary and desirable to approve the estimated costs of issuance to be paid by the Issuer in connection with the delivery of the Series 2016 Bond and the Loan Agreement.

(H) The Financial Advisor has solicited proposals for the purchase of the Series 2016 Bond pursuant to a negotiated private placement.

Section 4. Authorization of Series 2016 Bond and Project.

(A) Subject and pursuant to the provisions hereof, the issuance by the Issuer of its Series 2016 Bond, in an aggregate principal amount of not to exceed Fifteen Million Dollars (\$15,000,000), to be dated, to bear interest, to be payable, to mature, to be subject to prepayment, to have such other characteristics as provided herein and in the Series 2016 Bond and the Loan Agreement, and to be secured as provided in the Loan Agreement is hereby authorized.

(B) The financing and/or reimbursing of the Project is hereby authorized. The proper officers of the Issuer are hereby directed to take all action and steps deemed necessary to construct the Project, which are not inconsistent with the terms and provisions of this Resolution or the Loan Agreement.

Section 5. Approval of Terms of Series 2016 Bond

Subject to the provisions hereof, the Issuer hereby delegates to the Mayor the authority to determine the final terms of the Series 2016 Bond, based upon the advice of the Financial Advisor, including (i) the dated date, (ii) the principal amount, (iii) the maturity amounts, (iv) the interest rate, (v) the prepayment provisions, and (vi) all other details of the Series 2016 Bond, subject to compliance with the criteria provided in Section 6 below, and to take such further action as shall be required for carrying out the purposes of this Resolution all with respect to the Series 2016 Bond.

Section 6. Award of Series 2016 Bond

Because of the characteristics of the Series 2016 Bond, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Series 2016 Bond, the Issuer hereby finds that it is in the best interest of the Issuer to sell the Series 2016 Bond at a private negotiated sale to the Lender, subject to compliance with the following conditions:

(A) The principal amount of the Series 2016 Bond does not exceed \$15,000,000;

(B) The final maturity of the Series 2016 Bond shall be the date approved by the Mayor, which final maturity shall not be later than December 31, 2026;

- (B) The interest rate of the Series 2016 Bond shall not exceed 4.00%;
- (C) The maximum annual debt service on the Series 2016 Bond shall not exceed \$2,000,000; and
- (D) The Mayor shall have received from the Lender, a Lender's Certificate substantially in the form attached hereto as Exhibit B and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, substantially in the form attached hereto as Exhibit C.

The Mayor is hereby authorized to select the Lender and award the sale of the Series 2016 Bond to the proposer determined by the Mayor to be in the best financial interests of the Issuer after considering the analysis of the proposals and advice of the Financial Advisor. The Mayor may conclusively rely upon the Financial Advisor in determining compliance with the above conditions.

Section 7. Approval of Form of Loan Agreement and Series 2016 Bond. Subject to the conditions described in this Section and Section 6 hereof, the Loan Agreement, in substantially the form attached hereto as Exhibit A, and the Series 2016 Bond, in substantially the form attached to the Loan Agreement as Exhibit A, are hereby approved, subject to such changes, modifications, insertions and deletions as may be made therein and approved by the Mayor upon the advice of the City Attorney, the Chief Financial Officer, Bond Counsel and/or the Financial Advisor, such approval to be conclusively evidenced by the execution and delivery thereof by the Issuer. Pursuant to Section 4.01(1) of its Charter, the Issuer hereby authorizes and directs the Mayor to execute the Loan Agreement and Series 2016 Bond, such execution to be attested under seal by the City Clerk, approved as to substance by the Chief Financial Officer and designated as legal in form and valid as drawn by the City Attorney and further authorizes and directs the Mayor to deliver the Loan Agreement and the Series 2016 Bond to the Lender, and to take such other actions as shall be necessary to consummate the Loan.

The Mayor is hereby delegated the authority to finalize the terms of the Series 2016 Bond and the Loan Agreement, including, in particular the authority to authorize further securing the payment of the principal and interest on the Series 2016 Bond (i) with a covenant by the Issuer to budget and appropriate from Non-Ad Valorem Revenues amounts sufficient to pay debt service on the Series 2016 Bond to the extent Pledged Revenues are otherwise insufficient to pay such debt service; and/or (ii) by establishing a Reserve Fund in an amount not exceeding \$2,000,000; provided, however, such amount shall not exceed the lesser of (A) the maximum annual debt service on the Series 2016 Bond, (B) 125% of the average annual debt service on the Series 2016 Bond, or (C) ten percent (10%) of the proceeds of the Series 2016 Bond, all within the meaning of Section 148 of the Code. The Mayor may conclusively rely upon the advice of the Financial Advisor that such terms and such added security are in the best financial interest of the Issuer.

Upon execution and delivery of the Loan Agreement pursuant to the terms of this Resolution, all of the provisions of said Loan Agreement shall be deemed to be part of this Resolution as fully and to the same extent as if incorporated verbatim herein.

Section 8. Authorization of Other Action. The Mayor, City Administrator, City Attorney, the Clerk, the Chief Financial Officer and such other authorized officers, employees and agents of the Issuer are each designated agents of the Issuer in connection with the execution and delivery of the Loan Agreement and the Series 2016 Bond and are authorized and empowered, collectively or individually, to take all action and steps to execute and deliver any and all instruments, documents or contracts on behalf of the Issuer which are necessary or desirable in connection with the execution and delivery of the Loan Agreement and the Series 2016 Bond to the Lender, including, but not limited to, the making of modifications to the Loan Agreement and the Series 2016 Bond herein authorized.

Section 9. Application of Proceeds of Loan. The proceeds of the Loan shall be used as more fully described in the Loan Agreement and includes the payment of related associated costs of issuance (including but not limited to legal and financial advisory fees and expenses).

Section 10. Repeal of Inconsistent Provisions. All resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 11. Severability. If any one or more of the covenants, agreements, or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions, and in no way affect the validity of all other provisions of the Resolution or of the Series 2016 Bond or Loan Agreement delivered hereunder.

Section 12. Amendment. This Resolution may not be amended or repealed following the issuance of the Series 2016 Bond except with the prior written consent of the Lender.

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Section 13. Effective Date. This Resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the Charter of the Issuer.

Adopted: July 14, 2016

[SEAL]

Approved: _____
Council President

ATTEST:

City Clerk

EXHIBIT A

FORM OF LOAN AGREEMENT

LOAN AGREEMENT

by and between

CITY OF PENSACOLA, FLORIDA

and

[LENDER]

Dated July __, 2016

relating to

\$(_____)

CITY OF PENSACOLA, FLORIDA
LOCAL OPTION GAS TAX REVENUE BOND, SERIES 2016

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LOAN AGREEMENT

This **LOAN AGREEMENT** is made and entered into as of July __, 2016 by and between **CITY OF PENSACOLA, FLORIDA**, a municipal corporation of the State of Florida (the "Issuer"), and **[LENDER]**, a [_____] (together with its successors and/or assigns, the "Lender").

WITNESSETH:

WHEREAS, the Issuer has previously determined that it is necessary for the health, safety and welfare of the Issuer and in the best interest of its inhabitants that the Issuer undertake the Project hereinafter described, and that the Project satisfies a paramount public purpose of the Issuer; and

WHEREAS, the Issuer has determined that it is without adequate currently available funds to pay Project Costs (as herein defined) and that it will be necessary that funds be made available to the Issuer in order to undertake the Project; and

WHEREAS, the Lender has agreed to lend the Issuer an aggregate principal amount of \$_____ to be used to pay Project Costs upon the terms and conditions provided herein; and

WHEREAS, the Issuer has determined that the annual receipt of Pledged Revenues are anticipated to be sufficient in each year to repay the annual debt service coming due on the Series 2016 Bond; and

WHEREAS, pursuant to the Resolution (as herein defined), the Issuer has determined that it is in the best interest of the health, safety and welfare of the Issuer and the inhabitants thereof that the Issuer pledge the Pledged Revenues (as herein defined) to secure the obligations of the Issuer to repay the principal of and interest on the Issuer's Local Option Gas Tax Revenue Bond, Series 2016 (the "Series 2016 Bond") when due; and

WHEREAS, the obligation of the Issuer to repay principal of and interest on the Series 2016 Bond will not constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of any provision of the Constitution or laws of the State of Florida, but shall be and is hereby declared to be a special, limited obligation of the Issuer, secured solely by the Pledged Revenues[**and to the extent Local Option Gas Tax receipts are insufficient in any fiscal year to generate Pledged Revenues sufficient for the payment of debt service on the Series 2016 Bond, from certain Non-Ad Valorem Revenues budgeted and appropriated for such purposes**], all as more fully described herein and in the Resolution; and

WHEREAS, the Issuer is not authorized to levy taxes on any property of or in the Issuer to pay the principal of or interest on the Series 2016 Bond or to make any other payments provided for herein; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS. Capitalized terms used in this Loan Agreement and not defined in this Section 1 shall have the meanings assigned in the Resolution. The following terms shall have the following meanings herein, unless the text otherwise expressly requires:

"Authorized Investments" means any investment, obligation, agreement or other financial instrument to the extent not inconsistent with the terms of the investment policy of the Issuer and applicable law.

"Bond Counsel" means Bryant Miller Olive P.A. or any subsequent nationally recognized bond counsel appointed by the Issuer.

"Business Day" means any day of the year other than a day on which the Lender or the Issuer are lawfully closed for business.

"Chief Financial Officer" means the Chief Financial Officer of the Issuer, or his or her designee.

"City" means the City of Pensacola, Florida, a municipal corporation of the State of Florida.

"City Administrator" means the City Administrator of the Issuer, or any acting or interim City Administrator, or his or her designee.

"City Attorney" means the City Attorney of the Issuer, or his or her designee.

"City Council" means the City Council of the Issuer, as the governing body of the Issuer.

"Clerk" means the Clerk of the Issuer, any acting, deputy, or assistant Clerk, or his or her designee.

"Code" means the Internal Revenue Code of 1986, as amended.

"Date of Delivery" means July __, 2016.

"Default" means an Event of Default as defined and described in Section 14 hereof.

["Default Rate" means a rate of interest per annum equal to the lesser of _____ percent (____%) or the maximum rate allowed by law.]

"Determination of Taxability" means the occurrence after the date hereof of the adoption or taking effect of any law, rule or regulation that changes the ability of the Registered Owner to exclude all or a portion of the interest on the Series 2016 Bond from gross income for Federal income tax purposes, or a final decree or judgment of any Federal court or a final action of the

Internal Revenue Service determining that interest paid or payable on all or a portion of the Series 2016 Bond is or was includable in the gross income of the Registered Owner for Federal income tax purposes; provided, that no such decree, judgment, or action will be considered final for this purpose, however, unless the Issuer has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity to contest the same, either directly or in the name of any Registered Owner, and until the conclusion of any appellate review, if sought.

“Fiscal Year” means the period from each October 1 to the succeeding September 30.

“Interest Payment Date” means each April 1 and October 1 commencing [April 1, 2017], and continuing through the Maturity Date.

“Interest Rate” means the rate of interest payable on the Series 2016 Bond as described in the form of Series 2016 Bond attached hereto as Exhibit A.

“Lender” means [_____], a [_____] and its successors and/or assigns.

“Local Option Gas Tax” means the revenue produced by the six-cent per gallon local option gas tax levied pursuant to Section 336.025, Florida Statutes, and Ordinance Nos. 2005-7 and 2015-26, enacted by Escambia County, Florida, on March 17, 2005 and July 23, 2015, respectively, and distributed to the Issuer by the State pursuant Section 336.025(4)(a), Florida Statutes.

“Loan” means the advance of moneys from the Lender to the Issuer pursuant to this Loan Agreement.

“Loan Agreement” means this agreement between the Lender and the Issuer setting forth the terms and details of the Loan.

“Maturity Date” means October 1, 20__.

["Non-Ad Valorem Revenues" means all non-ad valorem revenues of the Issuer legally available to make debt service payments on the Series 2016 Bond, but shall not include any ad valorem taxes.]

“Paying Agent” means the an officer of the Issuer or the bank or trust company which the Issuer may from time to time designate to serve as paying agent for the Series 2016 Bond.

“Payment Date” means the Interest Payment Date and Principal Payment Date.

“Person” or words importing persons, means firms, associations, partnerships (including without limitation, general and limited partnerships), joint ventures, societies,

estates, trusts, corporations, public or governmental bodies, other legal entities, and natural persons.

"Pledged Revenues" means (i) the Local Option Gas Tax, (ii) moneys on deposit in the funds and accounts created hereunder (other than amounts constituting any rebate liability as described in the Tax Certificate), and (iii) certain investment earnings.

"Principal Amount" means [_____] Million Dollars [(\$_____)].

"Principal Payment Date" means each October 1 commencing [April 1, 2017], and continuing through the Maturity Date.

"Project" means the construction of capital improvements to the roads of the Issuer as more particularly described on Schedule "I" attached hereto, and all costs incidental thereto.

"Project Costs" means a portion of the cost of undertaking the Project including, but not limited to: engineering, legal, accounting, and financial expenses; expenses for estimates of costs and of revenues; expenses for plans, specifications and surveys; fees of fiscal agents, financial advisors or consultants; administrative expenses relating solely to the Project; the costs of acquiring and constructing the Project, reimbursement to the Issuer for any sums heretofore expended for the foregoing purposes and such other costs and expenses as may be necessary or incidental to the financing or refinancing of the Project.

"Register" means the books maintained by the Registrar in which are recorded the name and address of the Registered Owner of the Series 2016 Bond.

"Registered Owner" means the person in whose name the ownership of the Series 2016 Bond is registered on the books maintained by the Registrar. The initial Registered Owner shall be the Lender.

"Registrar" means the Person maintaining the Register. The Registrar shall initially be the Clerk.

"Regulations" means the Income Tax Regulations promulgated by the Internal Revenue Service under Sections 103 and 141 through 150 of the Code.

["Reserve Requirement" has the meaning ascribed in Section 10.F of this Agreement.]

"Resolution" means Resolution No. __-16 adopted by the Issuer on July 14, 2016, as may be amended and supplemented from time to time.

"Series 2016 Bond" means the Local Option Gas Tax Revenue Bond, Series 2016, of the Issuer, substantially in the form attached hereto as Exhibit A.

"State" means the State of Florida.

“Tax Certificate” means the Issuer’s Tax Certificate as to Arbitrage and the Provisions of Sections 141-150 of the Internal Revenue Code of 1986, As Amended, dated as of the date hereof.

“Taxable Rate” shall mean, upon a Determination of Taxability, the interest rate per annum that shall provide the Registered Owner with the same after tax yield that the Registered Owner would have otherwise received had the Determination of Taxability not occurred, taking into account the increased taxable income of the Registered Owner as a result of such Determination of Taxability. The Registered Owner shall provide the Issuer with a written statement explaining the calculation of the Taxable Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the Issuer.

SECTION 2. INTERPRETATION. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Loan Agreement and all the terms and provisions hereof (a) have been negotiated between the Issuer and the Lender; (b) shall not be construed strictly in favor of or against either party hereto; and (c) shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

SECTION 3. THE LOAN.

A. Loan. The Lender hereby makes and the Issuer hereby accepts the Loan, upon the terms and conditions set forth herein.

B. Disbursement of Proceeds.

(i) To the extent not reimbursed or paid by the Lender, the Issuer shall pay all costs and expenses in connection with the preparation, issuance and sale of the Series 2016 Bond.

[(ii) A sum equal to the Reserve Requirement for the Series 2016 Bond shall be deposited into the Reserve Fund.]

(iii) Simultaneously with the delivery of the Series 2016 Bond to the Lender, remaining proceeds of the Series 2016 Bond shall be deposited into a separate account hereby created and established to be known as the “City of Pensacola, Florida Local Option Gas Tax Revenue Bond, Series 2016 Project Fund” (the “Project Fund”) and shall be used to pay Project Costs. Such costs shall include, but shall not be limited to, reimbursement of advances from other funds of the Issuer for payment of any part of the Project. Monies in the Project Fund shall be invested in Authorized Investments, and all income derived therefrom shall be deposited in the Project Fund until the Project has been completed, at which time such income, together with any balance remaining in the Project Fund, shall be used to pay principal and interest on the Series 2016 Bond.

To the extent there are no other available funds held hereunder, the Issuer shall use any remaining funds in the Project Fund to pay principal and interest on the Series 2016 Bond in the Event of Default.

Such fund shall be kept separate and apart from all other funds of the Issuer and the moneys on deposit therein shall be withdrawn, used and applied by the Issuer solely for the purposes set forth herein. Such proceeds shall be and constitute trust funds for such purpose and there is hereby created a lien in favor of the Series 2016 Bond upon such money until so applied by the Issuer solely for the purposes set forth herein.

SECTION 4. DESCRIPTION OF SERIES 2016 BOND. The obligation of the Issuer to repay the Loan shall be evidenced by the Series 2016 Bond. The Series 2016 Bond shall be dated as of the Date of Delivery; shall mature on the Maturity Date; and shall be in registered form.

The Interest Rate on the Series 2016 Bond shall be a fixed rate of interest equal to ____% per annum, subject to adjustment as provided in the Loan Agreement. After a Determination of Taxability, the Interest Rate shall equal the Taxable Rate and after an Event of Default, the Interest Rate shall equal the Default Rate, however, in no event shall interest be payable on the Series 2016 Bond at a rate in excess of the maximum rate permitted by applicable law. Interest on the Series 2016 Bond shall be calculated using a [360-day year consisting of twelve 30-day months] and shall be paid by wire transfer or other medium acceptable to the Issuer and the Lender.

[Principal on the Series 2016 Bond shall be paid annually on each Principal Payment Date, in an amount specified in Schedule 2 attached to the Series 2016 Bond. Interest on the Series 2016 Bond shall be paid semi-annually on each Interest Payment Date.]

[The Series 2016 Bond is subject to prepayment prior to its maturity at the option of the Issuer, in whole or in part, at par plus accrued interest and without penalty at any time after three (3) years from the date of issuance of the Series 2016 Bond. Any partial prepayment shall be applied against annual principal installments as determined by the Registered Owner, in its sole discretion. The Issuer shall provide the Registered Owner not less than two (2) Business Days prior written notice of any prepayment.]

SECTION 5. EXECUTION OF SERIES 2016 BOND. The Series 2016 Bond shall be executed in the name of the Issuer by the Mayor, attested under seal by the City Clerk, approved as to substance by the Chief Financial Officer, and designated legal in form and valid as drawn by the City Attorney. The Series 2016 Bond may be signed and sealed on behalf of the Issuer by any person who at the actual time of the execution of the Series 2016 Bond shall hold the appropriate office in the Issuer, although at the date thereof the person may not have been so authorized. The Series 2016 Bond may be executed by the facsimile signatures of the Mayor, the Clerk, the Chief Financial Officer and/or City Attorney, provided that at least one of the Mayor or Clerk's signatures must be a manual signature.

SECTION 6. REGISTRATION AND TRANSFER OF SERIES 2016 BOND. The Series 2016 Bond shall be and shall have all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code-Investment Securities Laws of the State, and each Registered Owner, in accepting the Series 2016 Bond, shall be conclusively deemed to have agreed that such Series 2016 Bond shall be and have all of the qualities and incidents of negotiable instruments thereunder.

There shall be a Registrar who shall be responsible for maintaining the Register. The person in whose name ownership of a Series 2016 Bond is shown on the Register shall be deemed the Registered Owner thereof by the Issuer and the Registrar, who may treat the Registered Owner as the absolute owner of the Series 2016 Bond for all purposes, whether or not the Series 2016 Bond shall be overdue, and any notice to the contrary shall not be binding upon the Issuer or the Registrar.

Ownership of the Series 2016 Bond may be transferred or assigned only as a whole and only upon the Register. Upon surrender to the Registrar for transfer or exchange of the Series 2016 Bond accompanied by an assignment or written authorization for exchange, whichever is applicable, duly executed by the Registered Owner or its attorney duly authorized in writing, the Registrar shall deliver in the name of the Registered Owner or the transferee or transferees, as the case may be, a new fully registered Series 2016 Bond of the same amount, maturity and interest rate as the Series 2016 Bond surrendered. Provided however, any assignment or transfer by the Registered Owner of the Series 2016 Bond shall be in whole and not in part.

The Series 2016 Bond presented for transfer, exchange, redemption or payment (if so required by the Issuer or the Registrar) shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guaranty of signature satisfactory to the City Attorney, Bond Counsel, or the Registrar, duly executed by the Registered Owner or by his duly authorized attorney.

The City Administrator and the Registrar may charge the Registered Owner a sum sufficient to reimburse them for any expenses incurred in making any exchange or transfer after the first such exchange or transfer following the delivery of such Series 2016 Bond. The Registrar or the City Administrator may also require payment from the Registered Owner or his transferee, as the case may be, of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto by any governmental entity other than the Issuer. Such charges and expenses shall be paid before any such new Series 2016 Bond shall be delivered.

The new Series 2016 Bond delivered upon any transfer or exchange shall be a valid obligation of the Issuer, evidencing the same debt as the Series 2016 Bond surrendered, shall be secured under this Loan Agreement, and shall be entitled to all of the security and benefits hereof to the same extent as the Series 2016 Bond surrendered.

Whenever a Series 2016 Bond shall be delivered to the Registrar for cancellation, upon payment of the principal amount thereof, or for replacement, transfer or exchange, such Series 2016 Bond shall be cancelled and destroyed by the Registrar, and counterparts of a certificate of destruction evidencing such destruction shall be furnished to the Issuer.

SECTION 7. SERIES 2016 BOND MUTILATED, DESTROYED, STOLEN OR LOST. In case the Series 2016 Bond shall be mutilated, or be destroyed, stolen or lost, upon the Registered Owner furnishing the Registrar satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur, the Registrar shall issue and deliver a new Series 2016 Bond of like tenor as the Series 2016 Bond so mutilated, destroyed, stolen or lost, in lieu of or substitution for the Series 2016 Bond, if any, destroyed, stolen or lost, or in exchange and substitution for such mutilated Series 2016 Bond, upon surrender of such mutilated Series 2016 Bond, if any, to the Registrar and the cancellation thereof; provided however, if the Series 2016 Bond shall have matured or be about to mature, instead of issuing a substitute Series 2016 Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Series 2016 Bond be lost, stolen or destroyed, without surrender thereof. Any Series 2016 Bond surrendered under the terms of this Section 7 shall be cancelled by the Registrar.

Any such new Series 2016 Bond issued pursuant to this section shall constitute an original, additional contractual obligation on the part of the Issuer whether or not, as to the new Series 2016 Bond, the lost, stolen or destroyed Series 2016 Bond be at any time found by anyone, and such new Series 2016 Bond shall be entitled to equal and proportionate benefits and rights as to security for payment to the same extent as the Series 2016 Bond originally issued hereunder.

SECTION 8. FORM OF SERIES 2016 BOND. The Series 2016 Bond shall be in substantially the form attached hereto as Exhibit A, with such variations, omissions and insertions as may be necessary, desirable and authorized or permitted by this Loan Agreement.

SECTION 9. SECURITY FOR SERIES 2016 BOND; SERIES 2016 BOND NOT DEBT OF THE ISSUER. The payment of the principal of and interest on the Series 2016 Bond shall be secured forthwith solely by a lien upon and pledge of the Pledged Revenues. The principal of and interest on the Series 2016 Bond shall not constitute a general obligation or indebtedness of the Issuer, but shall be a limited obligation of the Issuer payable solely from the Pledged Revenues[**and from certain Non-Ad Valorem Revenues budgeted and appropriated by the Issuer for such purpose**], to the extent and as provided herein. The Registered Owner shall never have the right to compel the levy of taxes upon any property of or in the Issuer for the payment of the principal of and interest on the Series 2016 Bond.

[To the extent that receipts of the Local Option Gas Tax are insufficient in any Fiscal Year to generate Pledged Revenues sufficient to pay debt service on the Series 2016 Bond, the Issuer covenants to budget and appropriate sufficient Non-Ad Valorem Revenues to cure such deficiency. Nothing herein shall be deemed to pledge ad valorem taxation revenues or

to permit or constitute a mortgage or lien upon any assets or property owned by the Issuer, and neither the Lender nor any other person may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer for the purpose of making up such deficiency or to continue any program or services which generate Non-Ad Valorem Revenues. The obligations hereunder do not constitute a general obligation indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision or limitation, and neither the Lender nor any other person shall have the right to compel the exercise of the ad valorem taxing power of the Issuer or taxation of any real or personal property therein for the payment by the Issuer of its obligations hereunder. Except to the extent expressly set forth in this Loan Agreement, this Loan Agreement and the obligations of the Issuer hereunder shall not be construed as a limitation on the ability of the Issuer to pledge or covenant to pledge said Non-Ad Valorem Revenues or any revenues or taxes of the Issuer for other legally permissible purposes. Notwithstanding any provisions of this Loan Agreement or the Series 2016 Bond to the contrary, the Issuer shall never be obligated to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues or the rates for such services or regulatory fees. Neither this Loan Agreement nor the obligations of the Issuer hereunder shall be construed as a pledge of or a lien on all or any Non-Ad Valorem Revenues of the Issuer other than Pledged Revenues, but shall be payable solely as provided in this Section and are subject in all respects to the provisions of Section 166.241, Florida Statutes, and are subject, further, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer.

The Lender and the Issuer understand that the amounts available to be budgeted and appropriated to make debt service payments hereunder are subject to the obligation of the Issuer to provide essential services; however, such obligation to make debt service payments is cumulative and would carry over from Fiscal Year to Fiscal Year.]

SECTION 10. COVENANTS OF THE ISSUER. Until the principal of and interest on the Series 2016 Bond shall have been paid in full or provision for payment of the Series 2016 Bond shall have been made in accordance with the provisions of this Loan Agreement, the Issuer covenants with the Registered Owner of the Series 2016 Bond as follows:

A. Establishment of Debt Service Fund and Accounts Therein. There is hereby created and established a Debt Service Fund (and the Principal Account and Interest Account therein). The Debt Service Fund and any other special funds herein established and created shall constitute trust funds for the purposes provided herein for such funds. All such funds shall be continuously secured in the same manner as deposits of governmental funds are authorized to be secured by the laws of the State.

The cash required to be accounted for in any funds established hereunder may be deposited in a single bank account, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the cash on deposit therein for the various purposes of such funds as herein provided.

The designation and establishment of the various funds and accounts in and by this Loan Agreement shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided.

The moneys in the Debt Service Fund and the accounts therein until disbursed pursuant to the provisions hereof may be invested and reinvested only in Authorized Investments, in the manner provided by law. All income on such investments shall remain in such Fund and used for the purposes herein described. Authorized Investments in the funds and accounts under this Agreement shall be valued at the market value thereof, exclusive of accrued interest, by the Issuer as frequently as reasonably deemed necessary by the Lender but not less often than annually nor more often than monthly.

B. Disposition of Pledged Revenues.

The Issuer shall deposit the Pledged Revenues into the Debt Service Fund, monthly in advance on or before the first day of each month of each year, a sum equal to one-sixth (1/6) of the interest becoming due on the next Interest Payment Date and one-twelfth (1/12) of the principal becoming due on the next Principal Payment Date and to cure any deficiency in deposits in prior months, together with such additional proportionate sums as may be required to pay said principal and interest as the same shall respectively become due, or to account for a period of less than twelve months between the delivery of the Series 2016 Bond and the first principal payment date. **[Pledged Revenues available after such monthly deposits shall be applied as required to replenish the Reserve Fund as provided in Section 10.F below.]**

After the above described monthly deposits are made by the Issuer in accordance with this subsection, all Pledged Revenues may be used by the Issuer for any lawful purpose.

C. Financial Statements. The Issuer shall provide to the Lender its audited year-end financial statements no later than 270 days after the end of the each Fiscal Year prepared in accordance with generally accepted accounting principles.

D. Annual Budget and Other Information. The Issuer will prepare its annual budget in accordance with the Act, and will provide to the Lender a copy of its final annual budget for each Fiscal Year within 30 days of adoption thereof by the City Council, and the Issuer will provide the Lender such other financial or public information as the Lender may reasonably request.

E. Tax Compliance. Neither the Issuer, nor any third party over whom the Issuer has control, will make any use of, or permit an omission of use, of the proceeds of the Series 2016 Bond at any time during the term of the Series 2016 Bond which would cause the Series 2016 Bond to be (a) a "private activity bond" within the meaning of Section 103(b)(1) of the

Code or (b) an "arbitrage bond" within the meaning of Section 103(b)(2) of the Code. The Issuer covenants throughout the term of the Series 2016 Bond to comply with the requirements of the Code and the Regulations, as amended from time to time, and to take all actions, and to not permit the omission of any actions, necessary to maintain the exclusion from gross income for purposes of the Code of interest on the Series 2016 Bond, including, without limitation, the payment of arbitrage rebate, if required.

The Issuer hereby makes each of the representations, warranties and covenants contained in the Tax Certificate. By this reference, all terms, conditions, and covenants in said Tax Certificate are incorporated in and made a part of this Loan Agreement.

F. **Additional Debt.** (i) **During such time as the Series 2016 Bond is outstanding hereunder, the Issuer covenants that it shall issue obligations which are secured by, or payable from any of its Pledged Revenues only if the Issuer, prior to the incurrence or issuance of such obligations, shall deliver to the Lender a certificate setting forth the calculations of the debt service coverage provided below and certifying that it is in compliance with the following: Pledged Revenues shall cover maximum annual debt service on the Series 2016 Bond and projected maximum annual debt service on the proposed obligations and any other obligations then outstanding that is secured by a pledge of or payable from any of the Pledged Revenues by at least [____x]. For the calculation of debt service coverage required by this clause (i), "Pledged Revenues" shall be determined using the average of actual receipts of Pledged Revenues for the prior two Fiscal Years based on the Issuer's annual audited financial statements for such Fiscal Years. In addition, maximum annual debt service on the Series 2016 Bond and maximum annual debt service on other obligations issued hereunder shall be determined on an aggregate basis whereby the annual debt service for each is combined and the overall maximum is determined.]**

[(ii) **The Issuer covenants and agrees that it will not issue obligations which are secured by, or payable from any of the Pledged Revenues or other debt obligations secured by or payable from Non-Ad Valorem Revenues unless its Non-Ad Valorem Revenues for the most recent two (2) Fiscal Years for which audited financial statements are available (average of actual receipts over the prior two (2) years) plus reasonably projected receipts of any new source of Non-Ad Valorem Revenues that has been levied to the extent not fully reflected in such audited financial statements less Non-Ad Valorem Revenues arising from and accounted for in any enterprise fund of the Issuer (except those funds which have been transferred from any retained earnings of such enterprise fund to the Issuer's general fund for general fund expenditure) shall equal at least two (2.0) times the combined Maximum Annual Non-Ad Valorem Debt Service on all Non-Ad Valorem Revenue Obligations, including Non-Ad Valorem Revenue Obligations proposed to be issued.**

"Maximum Annual Non-Ad Valorem Debt Service" shall mean the maximum annual debt service requirement on a consolidated basis of all Non-Ad Valorem Revenue Obligations then outstanding for the then current or any subsequent Fiscal Year.

“Non-Ad Valorem Revenue Obligations” shall mean obligations evidencing indebtedness for borrowed money (i) payable from or secured by a pledge of or lien on one or more Non-Ad Valorem Revenues or covenant to budget and appropriate Non-Ad Valorem Revenues, or (ii) payable directly or indirectly from a covenant to budget and appropriate Non-Ad Valorem Revenues, but only if the Issuer reasonably expects to apply Non-Ad Valorem Revenues to the payment of debt service, directly or indirectly, on such obligations and only to the extent that amounts other than Non-Ad Valorem Revenues available and pledged to pay such obligations during the prior fiscal year for which audited financial statements are available were less than the maximum annual debt service for such obligations for the then current or any subsequent fiscal year. Non-Ad Valorem Revenue Obligations shall not include indebtedness for borrowed money payable from or secured by a pledge or lien on Non-Ad Valorem Revenues of any enterprise fund of the Issuer.

Debt service on any Non-Ad Valorem Revenue Obligations shall be computed in accordance with the requirements of the documents under which such portion of the Non-Ad Valorem Revenue Obligations were issued or incurred; provided, however, that for purposes of this Section 10.E.(ii), interest on any Non-Ad Valorem Revenue Obligations which bear interest at a variable rate of interest shall be deemed to bear interest at the greater of (i) 1.25 times the most recent 20 Bond Index published by *The Bond Buyer*, or (ii) 1.25 times actual average interest rate during the prior Fiscal Year of the Issuer. The maximum annual debt service on Non-Ad Valorem Revenue Obligations, whether bearing interest at a fixed or variable interest rate, constituting Balloon Indebtedness, shall be determined assuming such Non-Ad Valorem Revenue Obligations are amortized over 20 years from the date of original issuance on an approximately level debt service basis. For purposes of the foregoing sentence, "Balloon Indebtedness" means Non-Ad Valorem Revenue Obligations, 25% or more of the original principal of which matures during any one Fiscal Year.]

[F. Reserve Fund. The City shall establish and fund a debt service reserve fund (the “Reserve Fund”) in an amount equal to \$_____ (the “Reserve Requirement”). Amounts held in the Reserve Fund shall be applied solely to the payment of debt service when due on the Series 2016 Bond if available Pledged Revenues are insufficient for such payment. Any withdrawals from the Reserve Fund which reduce the balance below the Reserve Requirement shall be subsequently restored within the next ensuing twelve (12) months following such withdrawal from available Pledged Revenues after payment of all required debt service on the Series 2016 Bond then due (including all deficiencies in prior payments). The amount required to be on deposit in the Reserve Fund shall be recomputed not less than annually, and any surplus may be used to pay debt service on the Series 2016 Bond.

Such Reserve Fund shall be kept separate and apart from all other funds of the Issuer and the moneys on deposit therein shall be withdrawn, used and applied by the Issuer solely for the purposes set forth herein. Such proceeds shall be and constitute trust funds for such purpose and there is hereby created a lien in favor of the Series 2016 Bond upon such money until so applied by the Issuer solely for the purposes set forth herein.

SECTION 11. REPRESENTATIONS AND WARRANTIES. The Issuer represents and warrants to the Lender that:

A. Organization. The Issuer is a municipal corporation, duly organized and existing under the laws of the State.

B. Authorization of Loan Agreement and Related Documents. The Issuer has the power and has taken all necessary action to authorize the execution and delivery of and the performance by the Issuer of its obligations under, this Loan Agreement and the Series 2016 Bond in accordance with their respective terms. This Loan Agreement and the Series 2016 Bond have been duly executed and delivered by the Issuer and are valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms, except to the extent that such enforcement may be limited by laws regarding bankruptcy, insolvency, reorganization or moratorium applicable to the Issuer or by general principles of equity regarding the availability of specific performance.

C. Pledged Revenues. The Issuer currently receives the Pledged Revenues and is legally entitled to pledge from such Pledged Revenues amounts necessary to pay the principal of and interest on the Series 2016 Bond when due as provided herein. The Issuer estimates that the Pledged Revenues will be available in amounts sufficient to pay the principal of and interest on the Series 2016 Bond as the same becomes due prior to the Maturity Date and, to pay all principal of and interest on the Series 2016 Bond on the Maturity Date. The Issuer shall take all lawful action necessary to enable the Issuer to continue to be eligible to receive, and to receive, the Pledged Revenues in at least the amounts necessary to pay principal and interest on the Series 2016 Bond. The Issuer shall diligently enforce by all lawful action its right to receive Local Option Gas Tax revenues in an amount sufficient in each Fiscal Year to make the debt service deposits for the payment of the Series 2016 Bond and all other payments of the Issuer required hereunder. The Issuer will not consent or agree to an allocation of Local Option Gas Tax revenues that would allocate to the Issuer Local Option Gas Tax revenues in any Fiscal Year in an amount less than the debt service deposits for the Series 2016 Bond and other amounts payable by the Issuer hereunder in such Fiscal Year.

D. Financial Statements. The audited financial statements of the Issuer for the Fiscal Year ended September 30, 2015 (the "Financial Statements"), previously provided to the Lender were prepared in accordance with generally accepted accounting principles, are correct and present fairly the financial condition of the Issuer as of such date and the results of its operations for the period then ended.

SECTION 12. CONDITIONS PRECEDENT. The obligation of the Lender to make the Loan is subject to the satisfaction of each of the following conditions precedent on or before the Date of Delivery:

A. Action. The Lender shall have received a copy of the Resolution certified as complete and correct as of the closing date, together with an executed Loan Agreement, the executed Series 2016 Bond and the customary closing certificates.

B. Incumbency of Officers. The Lender shall have received an incumbency certificate of the Issuer in respect of each of the officers who is authorized to sign this Loan Agreement, the Series 2016 Bond, and the related financing documents on behalf of the Issuer.

C. Opinion of City Attorney. The Lender shall have received a written opinion of the City Attorney as to (1) the valid existence of the Issuer as a municipal corporation of the State; (2) the due adoption of the Resolution; (3) the due authorization and execution of this Loan Agreement, the Series 2016 Bond and the transaction contemplated hereby and thereby; (4) the Loan Agreement and the Series 2016 Bond constituting valid and binding obligations of the Issuer, enforceable against the Issuer, in accordance with their respective terms; and (5) the absence of litigation against the Issuer relating to (a) its existence or powers, (b) its authority to issue the Series 2016 Bond, pledge the Pledged Revenues[, and provide the covenant to budget and appropriate from Non-Ad Valorem Revenues], and (c) the procedures governing the authorization and issuance of the Series 2016 Bond, in a form and substance satisfactory to the Lender.

D. Certificate of Chief Financial Officer. The Lender shall have received a certificate from the Chief Financial Officer that: (1) since the date of the Financial Statements, referred to in Section 11.E. above, there has been no material adverse change in the financial condition, revenues, properties or operations of the Issuer; (2) there are no liabilities (of the type required to be reflected on balance sheets prepared in accordance with generally accepted accounting principles), direct or indirect, fixed or contingent, of the Issuer as of the date of such financial information which are not reflected therein; (3) there has been no material adverse change in the financial condition or operations of the Issuer since the date of such Financial Statements (and to the Chief Financial Officer's knowledge no such material adverse change is pending or threatened); and (4) the Issuer has not guaranteed the obligations of, or made any investment in or loans to, any person except as disclosed in such information.

E. Representations and Warranties; No Default. The representations and warranties made by the Issuer herein shall be true and correct in all material respects on and as of the Date of Delivery, as if made on and as of such date; no Default shall have occurred and be continuing as of the Date of Delivery or will result from the consummation of the Loan; and the Lender shall have received a certificate from the Issuer to the foregoing effect.

F. Opinion of Bond Counsel. The Issuer shall have received an opinion of Bond Counsel to the effect that interest on the Series 2016 Bond is excludable from gross income for federal income tax purposes.

G. Lender Certificates. The Issuer shall have received the fully executed Lender's Certificate substantially in the form attached to the Resolution as Exhibit B and the Disclosure

Letter containing the information required by Section 218.385, Florida Statutes, substantially in the form attached to the Resolution as Exhibit C.

H. Other Documents. The Lender shall have received such other documents, certificates and opinions as the Lender or its counsel shall have reasonably requested.

SECTION 13. NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered, delivered by telecopier, mailed by registered or certified mail, postage prepaid, or delivered by courier service to the parties at the following addresses:

Issuer: City of Pensacola, Florida
222 West Main Street
Pensacola, Florida 32502
Attention: City Administrator, with a required copy to the City Attorney at the same address, and a required copy to the Clerk at the same address.

[Lender:]

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Communication via telecopier shall be confirmed by delivery by hand, mail, or courier, as specified above, of an original promptly after such communication by telecopier.

SECTION 14. EVENTS OF DEFAULT DEFINED. The following shall be "Events of Default" under this Loan Agreement, and the terms "Default" and "Events of Default" shall mean (except where the context clearly indicates otherwise), any one or more of the following events:

A. Failure by the Issuer to make any payment of principal of or interest on the Series 2016 Bond within three days of the date due.

B. Failure by the Issuer to observe and perform any other covenant, condition or agreement on its part to be observed or performed under this Loan Agreement for a period of thirty (30) days after written notice of such failure was or was by the terms hereof required to be delivered to the Issuer by the Lender, unless the Lender shall agree in writing to an extension of such time prior to its expiration;

C. The making of any warranty, representation or other statement by the Issuer or by an officer or agent of the Issuer in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement which is false or misleading in any material adverse respect;

D. The filing of a petition against the Issuer under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, if an order for relief is entered under such petition or such petition is not dismissed within sixty (60) days of such filing;

E. The filing by the Issuer of a voluntary petition in bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or the consent by the Issuer to the filing of any petition against it under such law; or

F. The admission by the Issuer of its insolvency or bankruptcy or its inability to pay its debts as they become due or that it is generally not paying its debts as such debts become due, or the Issuer's becoming insolvent or bankrupt or making an assignment for the benefit of creditors, or the appointment by court order of a custodian (including without limitation a receiver, liquidator or trustee) of the Issuer or any of its property taking possession thereof and such order remaining in effect or such possession continuing for more than sixty (60) days.

G. The occurrence of a Determination of Taxability.

Upon an Event of Default specified in paragraphs B. through G. above, the Interest Rate shall immediately and automatically become the Default Rate.

SECTION 15. NOTICE OF DEFAULTS. The Issuer shall within five Business Days after it acquires knowledge thereof, notify the Registered Owner of the Series 2016 Bond in writing (a) of any change in any material fact or circumstance represented or warranted by the Issuer in this Agreement or in connection with the issuance of the Series 2016 Bond; (b) upon the happening, occurrence, or existence of any Event of Default that the Registered Owner is not otherwise aware of, and (c) any event or condition which with the passage of time or giving notice, or both, would constitute an Event of Default, and shall provide the Registered Owner of the Series 2016 Bond, with such written notice, a detailed statement by the Chief Financial Officer of all relevant facts and the action being taken or proposed to be taken by the Issuer with respect thereto. Regardless of the date of receipt of such notice by the Registered Owner of the Series 2016 Bond, such date shall not in any way modify the date of occurrence of the actual Event of Default.

SECTION 16. REMEDIES. [Upon an Event of Default specified in Section 14.A. above, the Lender may, by a notice in writing to the Issuer, declare the principal amount of and all interest on the Series 2016 Bond outstanding to be immediately due and payable, and upon such declaration, the same shall be immediately due and payable.] For all Events of Default, the Lender may also sue to protect and enforce any and all rights, including the right to specific performance, existing under the laws of the State, of the United States of America, or granted and contained in this Loan Agreement, and to enforce and compel the performance of all duties required by this Loan Agreement or by any applicable laws to be performed by the Issuer, the City Council or by any officer thereof, and may take all steps to enforce this Loan

Agreement to the full extent permitted or authorized by the laws of the State or the United States of America.

The Issuer and the Lender each waives, to the fullest extent permitted by law, any right to trial by jury in respect of any litigation based upon the Series 2016 Bond or arising out of, under or in conjunction with the Series 2016 Bond or this Loan Agreement.

SECTION 17. NO PERSONAL LIABILITY. No recourse shall be had for the payment of the principal of and interest on the Series 2016 Bond or for any claim based on the Series 2016 Bond or on this Loan Agreement, against any present or former member or officer of the City Council or any person executing the Series 2016 Bond.

SECTION 18. PAYMENTS DUE ON SATURDAYS, SUNDAYS AND HOLIDAYS. In any case where the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Loan Agreement, shall be other than a Business Day, then such payment or performance shall be made on the succeeding Business Day with the same force and effect as if done on the nominal date provided in this Loan Agreement, provided that interest on any monetary obligation hereunder shall accrue at the applicable rate to and including the date of such payment.

SECTION 19. AMENDMENTS, CHANGES AND MODIFICATIONS. This Loan Agreement may be amended only by a writing approved with the same formality as this Agreement, signed by both parties hereto.

SECTION 20. BINDING EFFECT. To the extent provided herein, this Loan Agreement shall be binding upon the Issuer and the Lender and shall inure to the benefit of the Issuer and the Lender and their respective successors and assigns. This Loan Agreement shall be discharged and neither the Issuer nor the Lender shall have any further obligations hereunder or under the Series 2016 Bond when the Issuer shall have paid the principal of and interest on the Series 2016 Bond in full and shall have paid in full all other amounts, if any, due under the Series 2016 Bond or this Loan Agreement.

SECTION 21. SEVERABILITY. In the event any court of competent jurisdiction shall hold any provision of this Loan Agreement invalid or unenforceable such holding shall not invalidate or render unenforceable, any other provision hereof.

SECTION 22. EXECUTION IN COUNTERPARTS. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 23. APPLICABLE LAW. The laws of the State shall be the law applied in the resolution of any action, claim or other proceeding arising out of the Resolution, the Series 2016 Bond or this Loan Agreement.

SECTION 24. VENUE; ATTORNEY'S FEES. The parties agree that jurisdiction and venue for the enforcement of the Resolution, this Loan Agreement or the Series 2016 Bond shall be in the state and/or federal courts of Escambia County, Florida. The prevailing party in any action, claim or proceeding arising out of the Resolution, the Loan Agreement or the Series 2016 Bond shall be entitled to attorney's fees and costs from the losing party

SECTION 25. ASSIGNMENT. The Lender may assign its rights hereunder to any party to whom it sells or transfers the Series 2016 Bond.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Loan Agreement as of the date first above written.

CITY OF PENSACOLA, FLORIDA

By: _____
Ashton J. Hayward, III, Mayor

(SEAL)

ATTEST:

By: _____
City Clerk

Approved as to Substance:

By: _____
Richard Barker, Jr.
Chief Financial Officer

Legal in Form and Valid as Drawn:

By: _____
Lysia H. Bowling
City Attorney

[LENDER]

By: _____
Name:
Title:

EXHIBIT A

FORM OF SERIES 2016 BOND

No. R-1

\$ _____

CITY OF PENSACOLA, FLORIDA
LOCAL OPTION GAS TAX REVENUE BOND, SERIES 2016

Interest Rate

Maturity Date

Date of Issue

October 1, 2026

July __, 2016

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS, that the City of Pensacola, Florida (the "Issuer"), for value received, hereby promises to pay to the Registered Owner designated above, or registered assigns, solely from the amounts hereinafter mentioned, in installments, on the Principal Payment Dates indicated in Schedule 2 attached hereto and on the Maturity Date, or sooner as provided herein, the Principal Amount shown above and the interest on the outstanding Principal Amount hereof from the date of this Bond or from the most recent date to which interest has been paid, whichever is applicable, until payment of such Principal Amount, at the Interest Rate described above, subject to adjustment as set forth in Schedule 1 attached hereto, with all unpaid interest being due on the Maturity Date or upon the earlier payment of principal hereunder upon presentation and surrender hereof at the office of the Clerk for the Issuer, as Registrar and Paying Agent. The principal of, premium, if any, and interest on this Bond are payable in lawful money of the United States of America. Interest due hereon shall be calculated on the basis of a [360-day year consisting of twelve 30-day months].

[This Bond is subject to prepayment prior to its maturity at the option of the Issuer, in whole or in part, at par plus accrued interest and without penalty at any time after three (3) years from the date of issuance of the Bond. Any partial prepayment shall be applied against annual installments of principal as determined by the Registered Owner, in its sole discretion. The Issuer shall provide not less than two (2) Business Days prior written notice.]

This Bond is being issued in the principal amount [\$ _____] to finance the costs of the Project of the Issuer under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, including particularly Chapter 166, Part II, Florida Statutes, as amended, the municipal charter of the Issuer and other applicable provisions of law, and Resolution No. __-16, duly adopted by the City Council of the Issuer on July 14, 2016 (the "Resolution"), and pursuant to a Loan Agreement between the Issuer and the Registered Owner, dated July __, 2016 (the "Loan Agreement"), to which reference should be made to ascertain those terms and conditions. The terms and provisions of the Loan Agreement and the Resolution, including, without limitation, the definitions therein, are hereby incorporated as a

part of this Bond. The principal of this Bond shall be disbursed by the Registered Owner hereof to the Issuer in immediately available funds on the Date of Delivery in accordance with the Loan Agreement.

This Bond is payable from and secured solely by the Pledged Revenues **[and to the extent receipts of Local Option Gas Tax revenues in any Fiscal Year are insufficient to generate Pledge Revenues sufficient for the payment of debt service on the Series 2016 Bond, from certain Non-Ad Valorem Revenues budgeted and appropriated to cure such deficiencies]**, all in the manner provided in, and subject to the terms and conditions of, the Resolution and the Loan Agreement. This Bond shall not constitute a general obligation or indebtedness of the Issuer, but shall be a limited obligation of the Issuer payable solely from the Pledged Revenues **[and the Non-Ad Valorem Revenues]**, as provided in the Loan Agreement. The Registered Owner hereof shall never have the right to compel the levy of taxes upon any property of or in the Issuer for the payment of the principal of and interest on this Bond **[or to continue or maintain activities or services which generate Non-Ad Valorem Revenues]**. Reference is made to the Loan Agreement for the provisions relating to the security for payment of this Bond and the duties and obligations of the Issuer hereunder.

The Registered Owner may sue to protect and enforce any and all rights, including the right to specific performance, existing under the laws of the State of Florida, of the United States of America, or granted and contained in the Loan Agreement, and to enforce and compel the performance of all duties required by the Loan Agreement or by any applicable laws to be performed by the Issuer, the City Council or by any officer thereof, and may take all steps to enforce the Loan Agreement to the full extent permitted or authorized by the laws of the State of Florida or the United States of America. The Issuer waives its right to trial by jury in the event of any proceedings in state or federal courts to enforce the terms of this Bond or of the Loan Agreement, and the Registered Owner, by its acceptance of this Bond, waives its right to trial by jury in any such proceedings.

This Bond is subject to all the terms of the Loan Agreement and Schedule 1 attached hereto.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of Florida to be performed, to exist and to happen precedent to and in the issuance of this Bond, have been performed, exist and have happened in regular and due form and time as so required.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the City of Pensacola, Florida, has issued this Bond and has caused the same to be executed by the manual signature of the Mayor, attested under seal by the City Clerk, approved as to substance by the Chief Financial Officer, and designated legal in form and valid as drawn by the City Attorney, as of the Dated Date set forth above.

CITY OF PENSACOLA, FLORIDA

[SEAL]

By: _____
Ashton J. Hayward, III, Mayor

ATTEST:

By: _____
City Clerk

Approved as to Substance:

By: _____
Richard Barker, Jr.
Chief Financial Officer

Legal in Form and Valid as Drawn:

By: _____
Lysia H. Bowling
City Attorney

CERTIFICATE OF AUTHENTICATION OF REGISTRAR

This Bond constitutes the Local Option Gas Tax Revenue Bond, Series 2016, as herein described. The Principal Amount, Interest Rate, Maturity Date and Registered Owner shown above are correct in all respects and have been recorded, along with the applicable federal taxpayer identification number and the address of the Registered Owner, in the Register maintained at the principal office of the undersigned.

CITY CLERK OF THE CITY OF
PENSACOLA, FLORIDA, as Registrar

Date of Authentication

SCHEDULE 1 TO SERIES 2016 BOND

ADJUSTMENTS TO INTEREST RATE IN CERTAIN EVENTS

A. Prior to a Determination of Taxability, upon a decrease in the Maximum Federal Corporate Tax Rate, the Registered Owner shall have the right to increase the Interest Rate on the Series 2016 Bond to an Interest Rate equal to the then current Interest Rate multiplied by the Margin Rate Factor.

B. Upon the occurrence of an Event of Default specified in Section 14.B. through G. in the Loan Agreement, the Interest Rate on the Series 2016 Bond shall immediately and automatically become the Default Rate, all as defined and provided in the Loan Agreement.

C. Upon the occurrence of a Determination of Taxability and for as long as the Series 2016 Bond remains outstanding, the Interest Rate on the Series 2016 Bond shall be converted to the Taxable Rate (unless and Event of Default shall have occurred, in which case the Default Rate shall apply). In addition, upon a Determination of Taxability, the Issuer shall pay to the Registered Owner (i) an additional amount equal to the difference between (A) the amount of interest actually paid on the Series 2016 Bond during the Taxable Period and (B) the amount of interest that would have been paid during the Taxable Period had the Series 2016 Bond borne interest at the Taxable Rate, and (ii) an amount equal to any interest penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Registered Owner as a result of the Determination of Taxability. This adjustment shall survive payment of the Series 2016 Bond until such time as the federal statute of limitations under which the interest on the Series 2016 Bond could be declared taxable under the Code shall have expired.

D. "Determination of Taxability" means the occurrence after the date hereof of the adoption or taking effect of any law, rule or regulation that changes the ability of the Registered Owner to exclude all or a portion of the interest on the Series 2016 Bond from gross income for Federal income tax purposes, or a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest paid or payable on all or a portion of the Series 2016 Bond is or was includable in the gross income of the Registered Owner for Federal income tax purposes; provided, that no such decree, judgment, or action will be considered final for this purpose, however, unless the Issuer has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity to contest the same, either directly or in the name of any Registered Owner, and until the conclusion of any appellate review, if sought.

"Margin Rate Factor" means the fraction the numerator of which is equal to one (1) minus the Maximum Federal Corporate Tax Rate on the date of calculation and the denominator of which is 0.65. The Margin Rate Factor shall be 0.65/0.65 or 1.0 so long as the Maximum Federal Corporate Tax Rate shall be 35%, and thereafter shall increase from time

to time effective as of the effective date of any decrease in the Maximum Federal Corporate Tax Rate.

"Maximum Federal Corporate Tax Rate" means the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, determined without regard to tax rate or tax benefit make-up provisions such as the last two sentences of Section 11(b)(1) of the Code, as in effect from time to time (or, if as a result of a change in the Code the rate of income taxation imposed on corporations shall not be applicable to the Registered Owner, the maximum statutory rate of federal income taxation which could apply to the Registered Owner). The Maximum Federal Corporate Tax Rate on the date of execution of the Series 2016 Bond is 35%.

"Taxable Rate" shall mean, upon a Determination of Taxability, the interest rate per annum that shall provide the Registered Owner with the same after tax-yield that the Registered Owner would have otherwise received had the Determination of Taxability not occurred, taking into account the increased taxable income of the Registered Owner as a result of such Determination of Taxability. The Registered Owner shall provide the Issuer with a written statement explaining the calculation of the Taxable Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the Issuer.

"Taxable Period" shall mean the period of time between (a) the date that interest on the Series 2016 Bond is deemed to be includable in the gross income of the Registered Owner thereof for federal income tax purposes as a result of a Determination of Taxability, and (b) the date of the Determination of Taxability and after which interest is accruing and being paid at the Taxable Rate.]

SCHEDULE 2 TO SERIES 2016 BOND
DEBT SERVICE FOR THE SERIES 2016 BOND

Principal Payment Date (October 1)	Installment
2017	
2018	
2019	
2020	
2021	
2022	
2023	
2024	
2025	
2026*	
Total	

*Maturity Date

SCHEDULE "I" TO LOAN AGREEMENT

DESCRIPTION OF PROJECT

The Project consists of the construction and reconstruction, resurfacing, rehabilitation and improvements to the Issuer's road system.

EXHIBIT B

FORM OF LENDER'S CERTIFICATE

This is to certify that [_____], or its assignee (the "Lender") has not required the City of Pensacola, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance by the Issuer of its not to exceed \$15,000,000 Local Option Gas Tax Revenue Bond, Series 2016 (the "Series 2016 Bond"), and no inference should be drawn that the Lender, in the acceptance of said Series 2016 Bond, is relying on Bond Counsel or the City Attorney as to any such matters other than the legal opinions rendered by Bond Counsel and by the City Attorney. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in Resolution No. __-16 adopted by the City Council of the Issuer on July 14, 2016 (the "Resolution").

We are aware that investment in the Series 2016 Bond involves various risks, that the Series 2016 Bond is not a general obligation of the Issuer or payable from ad valorem tax revenues, and that the payment of the Series 2016 Bond is secured solely from the sources described in the Resolution.

We have made such independent investigation of the Issuer and the Pledged Revenues as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. In making our investment decision, we have relied upon the accuracy of information which has been provided to us.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Series 2016 Bond and can bear the economic risk of our investment in the Series 2016 Bond.

We acknowledge and understand that the Issuer has determined that the Resolution is not required to be qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and that the Series 2016 Bond is not required to be registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Bond Counsel nor the City Attorney shall have any obligation to effect any such registration or qualification.

The Series 2016 Bond has been purchased for the account of the Lender for investment purposes only and not with a present view to the distribution, transfer or resale thereof. The Lender intends to hold and book the Series 2016 Bond as a loan in its loan portfolio; the Lender acknowledges that the use of the word "bond" in the name of the debt instrument is not intended to indicate that the instrument is or is not a security within the meaning of the Securities Act of 1933. The Lender currently intends to hold such Series 2016 Bond for its own

account and for an indefinite period of time and does not currently intend to dispose of all or any portion of such Series 2016 Bond. The Lender hereby covenants that if the Lender subsequently decides to distribute or resell the Series 2016 Bond, it shall comply in all respects with all laws then applicable with respect to any such distribution or resale. We understand that the Series 2016 Bond may not be transferred in a denomination less than the par amount outstanding at the time of transfer.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Series 2016 Bond for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We are an "accredited investor" within the meaning of the Securities Act of 1933, as amended, and Regulation D thereunder.

DATED this ____ of _____, 2016.

[NAME OF LENDER]

By: _____
Name: _____
Title: _____

EXHIBIT C

FORM OF DISCLOSURE LETTER

The undersigned, as Lender, proposes to negotiate with the City of Pensacola, Florida (the "Issuer") for the private purchase of its not to exceed \$15,000,000 Local Option Gas Tax Revenue Bond, Series 2016 ("Series 2016 Bond"). Prior to the award of the Series 2016 Bond, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Lender") in connection with the issuance of the Series 2016 Bond (such fees and expenses to be paid by the Issuer):

\$[_____]
Legal Fees

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lender in connection with the issuance of the Series 2016 Bond to any person not regularly employed or retained by the Lender (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lender, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Lender or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Series 2016 Bond.

3. The amount of the underwriting spread expected to be realized by the Lender is \$0.

4. The management fee to be charged by the Lender is \$0.

5. Truth-in-Bonding Statement:

The Series 2016 Bond is being issued primarily to finance the cost of the Project and reimburse the Issuer for any Project Costs, as defined in the Resolution. Unless earlier prepaid, the Series 2016 Bond is expected to be repaid by _____, 20___. At a fixed interest rate of _____%, total interest paid over the life of the Series 2016 Bond is \$ _____ and issuance of the Series 2016 Bond will result in maximum of approximately \$ _____ of annual revenues of the Issuer not being available to finance other services of the Issuer during the life of the Series 2016 Bond.

6. The name and address of the Lender is as follows:

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lender this ___ day of _____, 2016.

[NAME OF LENDER]

By: _____
Name: _____
Title: _____



COUNCIL MEMORANDUM

ADD-ON

Council Meeting Date: July 14, 2016

LEGISLATIVE ACTION ITEM

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

SUBJECT: Six-Cent Local Option Fuel (Gasoline) Tax Update and Interlocal Agreement

RECOMMENDATION:

That City Council approve the attached Interlocal Agreement with Escambia County providing for an additional allocation of the Six-Cent Local Option Fuel (Gasoline) Tax (LOGT) to the City of Pensacola at a distribution percentage of 8.63%.

AGENDA: Regular Consent

Hearing Required: Public Quasi-Judicial No Hearing Required

SUMMARY:

In September 2015, the City Council approved an Interlocal Agreement setting the distribution formula for the Six-Cent LOGT which was forwarded to Escambia County for consideration. At the City Council Agenda Conference on Monday, July 11, 2016, City Council was informed of a special Escambia County Board of County Commissioners (BCC) meeting to be held on Thursday, July 14, 2016 at 9am to discuss the distribution of the LOGT between the City and Escambia County. At that meeting, County Staff presented a revised distribution calculation based on Comprehensive Annual Financial Report (CAFR) Transportation Expenditures eliminating Escambia County's expenditures for Mass Transit since that activity is funded by the Four-Cent LOGT. The revised distribution percentages resulted in 6.99% of the LOGT being allocated to the City.

In addition to approving the revised distribution percentages, the BCC approved an Interlocal Agreement to be drafted between Escambia County and the City distributing an additional 8.63% of the Six-Cent LOGT to the City for transportation related expenditures for projects within the geographic boundaries of Election Districts Five (5), Six (6) and Seven (7) of the City of Pensacola. If approved by City Council, this Interlocal Agreement when added to the revised distribution percentages approved by the BCC, will provide the same percentage of LOGT to the City that was reflected in the Interlocal Agreement approved by City Council in September 2015 as indicated below.

	7/14/2016	
	<u>Transportation Exp and Interlocal</u>	
Escambia County	83.57%	73,065,000
City of Pensacola	15.62%	13,659,000
Town of Century	0.81%	708,000
Total	100.00%	<u>87,432,000</u>

Council Memorandum

Subject: Six-Cent Local Option Fuel (Gasoline) Tax Update and Interlocal Agreement

Council Meeting Date: July 14, 2016

Page 2

PRIOR ACTION:

September 17, 2015 – City Council approved an Interlocal Agreement between the City of Pensacola and Escambia County setting the distribution formula for the Six-Cent Local Option Gas Tax to be the same percentage calculated by the Florida Department of Revenue’s Office of Tax Research for the Fiscal Year 2016 Local Discretionary Sales Surtax (LOST). The formula applied to the extended tax for the period 9/1/2016 – 12/31/2026 and the distribution percentage are as follows:

Escambia County	83.89%
City of Pensacola	15.62%
Town of Century	00.49%

FUNDING:

Budget: \$1,325,000 – FY 2017 Proposed Budget

Actual: N/A

FINANCIAL IMPACT:

The Interlocal Agreement would reduce the City’s LOGT distribution from 18.22 percent to 15.62 percent; a reduction of 14.26 percent or approximately \$2,271,000 over the next 10 years and four months.

CITY ATTORNEY REVIEW:

Yes - Date of Review
7/14/2016

No - N/A

STAFF CONTACT:

Eric W. Olson, City Administrator
Richard Barker, Jr., Chief Financial Officer

ATTACHMENTS:

- 1) City Draft of County Submitted Interlocal Agreement between Escambia County and the City of Pensacola relating to 6-Cent Local Option Fuel Tax Proceeds

PRESENTATION: Yes No

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND
THE CITY OF PENSACOLA, RELATING TO 6-CENT LOCAL OPTION FUEL
TAX PROCEEDS**

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, the City of Pensacola, Florida, a municipal corporation organized under the laws of the State of Florida (hereinafter referred to as "City"), with administrative offices located at 222 West Main Street, Pensacola, Florida 32502, (each, at times, being referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, the Parties are authorized by §163.01, Florida Statutes, to enter into interlocal agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

WHEREAS, pursuant to the authority granted in §336.025, Florida Statutes, the County enacted Ordinance 2015-26 to extend the six (6) cent local option fuel tax levied upon every gallon of motor fuel and diesel sold in the County for a period of ten (10) years and four (4) months commencing on September 1, 2016, and expiring on December 31, 2026; and

WHEREAS, pursuant to §336.025(4), Florida Statutes, the proceeds of said tax may be distributed among the County and the municipalities located therein based upon the transportation expenditures of the County and each eligible municipality for the preceding five (5) fiscal years; and

WHEREAS, in accordance with this distribution method, the proceeds shall be distributed as follows: Escambia County- 92.20%; City of Pensacola- 6.99%; and Town of Century- \$0.81%; and

WHEREAS, the Parties desire to enter into this Interlocal Agreement setting forth the terms whereby the County ~~may~~ shall contribute to the City of Pensacola a total of 8.63% of the County's percentage of six (6) cent local option fuel tax proceeds on an annual basis; and

WHEREAS, the Parties have concluded it is in the best interest of the citizens of Escambia County to enter into this agreement establishing the terms whereby the County ~~may~~ shall contribute to the City of Pensacola a total of 8.63% of the County's percentage of six (6) cent local option fuel tax proceeds as provided herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration, Escambia County, the City of Pensacola, and the Town of Century agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Purpose. Pursuant to §163.01, Florida Statutes, this Interlocal Agreement establishes the terms whereby the County ~~may~~ shall contribute to the City of Pensacola a total of 8.63% of the County's percentage of six (6) cent local option fuel tax proceeds.

3. Funds. During the term of this Agreement, the County agrees to contribute to the City of Pensacola a total of 8.63% of the County's percentage of six (6) cent local option fuel tax proceeds on an annual basis. The City of Pensacola agrees to utilize said funds for transportation related expenditures for projects located within the geographic boundaries of Election Districts Five (5), Six (6), and Seven (7) of the City of Pensacola, more particularly described in the District Map, attached hereto as **Exhibit A**, and the Project Spreadsheet, attached hereto as **Exhibit B**. On or before August 1st of each year, the City of Pensacola shall provide the County with an annual report detailing the transportation expenditures for the current fiscal year and any projected transportation related expenditures for the upcoming fiscal year. Once the County contributes the additional 8.63% to the City of Pensacola it is the intent of the Parties that during the Term of the Agreement that the proceeds will be distributed as follows: Escambia County: 83.57%; City of Pensacola: 15.62% and Town of Century 0.81%.

4. Term. The term of this Agreement shall commence on September 1, 2016, and shall renew annually on October 1st for a period of ten (10) years and four (4) months expiring on December 31, 2026, unless earlier terminated as provided herein.

5. Termination. This Agreement may be terminated by mutual consent of the Parties. ~~either party upon providing written notice of termination at least thirty (30) days prior to the annual renewal date of October 1st.~~

6. Effective Date. This Agreement shall become effective, after being properly executed by the Parties, when filed in the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for filing the Agreement with the Clerk.

7. Liability. Subject to any claim of sovereign immunity provided by §768.28, Florida Statutes, each Party to this agreement shall be fully liable for the acts and omissions of its respective employees and agents acting within the course of normal duties in the performance of this Agreement.

8. Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. ~~In the event either Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party may, without prejudice to any right or remedy and after giving that Party, seven (7) days' written notice, during which period the Party fails to allow access to such documents, immediately terminate this Agreement.~~

9. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter which is the subject of this Agreement shall be in the County of Escambia.

10. Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11. Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion shall be deemed severed from this Agreement and the balance shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

12. Further Documents. The Parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

13. No Waiver. The failure of either Party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of any right to thereafter enforce the same in accordance with this Agreement.

14. Notices: All notices required or made pursuant to this Agreement by either Party shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

To the County:

~~Jack R. Brown~~

County Administrator

Escambia County

221 South Palafox Place

Pensacola, Florida 32502

To the City:

~~Ashton J. Hayward, III~~

Mayor

City of Pensacola

222 West Main Street

Pensacola, Florida 32502

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates, under each signature:

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

By: _____
Grover C. Robinson, IV, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

CITY:
The City of Pensacola, a Florida Municipal Corporation

By: _____
Ashton J. Hayward, III, Mayor

Date: _____

ATTEST: Ericka Burnett
Clerk of the City of Pensacola

By: _____
City Clerk

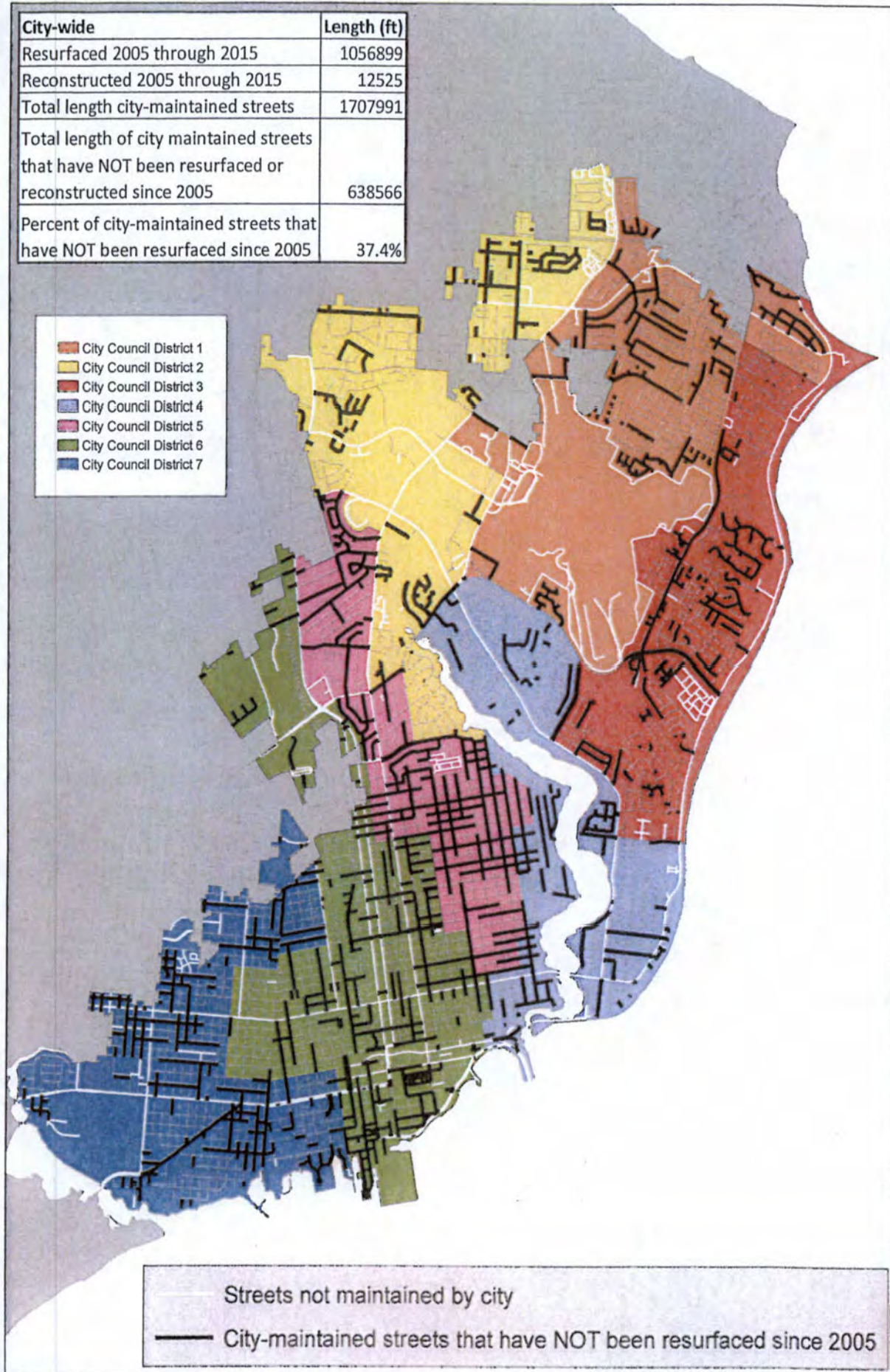
Legal in form and valid as drawn:

By: _____
City Attorney

11/15/2011 10:00 AM

City-wide	Length (ft)
Resurfaced 2005 through 2015	1056899
Reconstructed 2005 through 2015	12525
Total length city-maintained streets	1707991
Total length of city maintained streets that have NOT been resurfaced or reconstructed since 2005	638566
Percent of city-maintained streets that have NOT been resurfaced since 2005	37.4%

- City Council District 1
- City Council District 2
- City Council District 3
- City Council District 4
- City Council District 5
- City Council District 6
- City Council District 7



— Streets not maintained by city
— City-maintained streets that have NOT been resurfaced since 2005

District	STREET NAME	From	To
1	Chezarae Drive (Includes Cul-De-Sac)	Beau Terra Lane	Le Grande Drive
1	Le Grande Drive	Beau Terra Lane	Wood Stream Drive
1	Wood Stream Drive	Le Grande Drive	End
1	Glen Crossing	Northpointe Blvd	End
1	Keating Road	N 9th Ave	Forest Glen Drive
1	Keating Terrace	Keting Road	End
1	Mc Allister Ave	N 9th Ave	675' south of N 9th Ave
1	Mc Allister Ave	90' North of Nightingale Street	Langley Ave
1	Nightingale Street	Mc Allister Ave	Long Street R/W
1	Langley Ave	745' East of N 12th Ave	Long Street R/W
1	Penny Ave	100' North of Helen Street	End
1	Audubon Drive	Creighton Road	200' South of Swan Lane
1	Adrian Road	Audubon Drive	Virwood Road
1	Wellington Road	Audubon Drive	Hilltop Drive
1	Alvarado Road	Swan Lane	200' South of Swan Lane
1	Overland Drive	Hilltop Drive	Greenwood Lane
1	Greenwood Lane	Overland Drive	Whispering Pines Drive
1	Hilltop Drive	Creighton Road	Winona Drive
1	San Gabriel Drive	Hilltop Drive	Azalea Road
1	Bougainvilla Circle	Winona Drive	End
1	Tom Lane Drive	Hilltop Drive	San Gabriel Drive
1	Whispering Pines Drive	Keting Road	San Gabriel Drive
1	Cherry Luarel Drive	Hilltop Drive	Leesway Blvd
1	Hilltop Drive	Cherry Luarel Drive	Swan Lane
1	Swan Lane	Hilltop Drive	Hibiscus Road
1	Trafalgar Drive	Agincourt Road	End (South)
1	Buford Circle	Buford Drive	End
1	Cape Trafalgar Court	Langley Ave	End
1	Langley Circle	Langley Ave	End
1	Langley Court	Langley Ave	End
1	Langley Ave	Cape Trafalgar Court	Adelyn road
1	Keystone Road	Langley Ave	End
1	Plum Road	Adelyn Road	Keystone Road
1	Reynosa Drive	Cherry Laurel Drive	April Road
1	April Road	Reynosa Drive	Morelia Place
1	Futura Drive	Capri Drive	End
1	Ottoman Road	Danamar Drive	Bonway Drive
1	Aqua Vista Drive (Plus 3 Cul-De- Sacs)	Leesway Blvd	Bonway Drive

EXHIBIT

B

District	STREET NAME	From	To
1	Baywoods Circle	Baywoods Drive	End
1	Baywoods Court	Spanish Trail Road	End (East)
1	Baywoods Drive	Baywoods Court	Scenic Hwy
1	Scenic Court	Scenic Hwy	End
1	Christy Drive	Creighton Road	End
1	Peacock Drive	Creighton Road	Oriole Ave
1	Oriole Ave	Creighton Road	Peacock Drive
1	Lark Ave	Creighton Road	Peacock Drive
1	Cardinal Ave	Creighton Road	Peacock Drive
1	Altar	Balmoral Drive	End
1	Potosi Way	Potosi Road	End
1	Potosi Place	Potosi Road	End
1	Powrie Drive (plus Cul-De-Sac)	Potosi Road	Flax Road
1	Potosi Court	Potosi Road	End
1	Flax Road	Lynn Ora Drive	End (South)
1	Hidden Oak Drive (Plus 3 Cul-De-Sacs)	Flax Road	Leesway Blvd
1	Leesway Drive	Hidden Oaks Drive	Leesway Circle
1	Leesway Circle	End	End
1	Leeway Terrace	Leesway Circle	End
1	Yesteroaks Place	End	End
1	Yesteroaks Circle	End	End
1	Yesteroaks Drive	Yesteroaks Place	Leesway Circle
1	Flintwood Drive (plus 3 Cul-De-Sac)	Leesway Blvd	Hibiscus Road
1	Flintwood Circle (North)	Soto Grande Circle	End
1	Flintwood Circle (South)	Soto Grande Circle	End
1	Soto Grande Court	Soto Grande Circle	End
1	Soto Grande Place	Soto Grande Circle	End
1	Alicia Drive	Meredith Drive	End
1	Chabis Lane	Cul -De-Sac	
1	Enterance to Roger Scott (North)	N 12th Ave	End
1	Enterance to Roger Scott (South)	Summit Blvd	End
1	Arrivista Way (Plus Cul-De-Sac)	Summit Blvd (West Enterance)	Summit Blvd (East Enterance)
1	Arrivista Circle	Arrivista Way	End
1	Malysa Place (Plus 2 Cul-De-Sacs)	Arrivista Way	End
1	Summit Blvd turn road	N 12th Ave	Summit Blvd slip road

District	STREET NAME	From	To
2	Lansing Drive	160' east of Calumet Court	Lanier Drive R/W
2	Lansing Drive	340' west of Schwab Drive	Tippin Ave
2	Lanier Drive	Lansing Drive R/W	Mid-Block between Lansing Drive and Fairchild Street
2	Whirlybird Ave(West)	Lansing Drive R/W	160' north of Lansing Drive R/W
2	Whirlybird Ave(East)	Lansing Drive R/W	160' north of Lansing Drive R/W
2	Schwab Drive	Creighton Road	End
2	Fairchild Street	400' west of Schwab Drive	Tippin Ave
2	Bahana Road	Lansing Drive	End
2	Martinique Road	Fairchild Drive	End
2	Dunmire Street	Tippin Ave	End (West)
2	Tippin Ave	John Carroll Drive R/W	End (North)
2	Ames Drive	John Carroll Drive	End
2	Jack Street	Toni Street	Mid-Block between Toni Street and Langley Ave
2	East Burgess Road	Tippin Ave	End
2	Maui Court	East Burgess Road	End
2	Eupora Street	Maybelle Drive	End
2	Coila Street	Maybelle Drive	Northbrook Drive
2	Tamara Drive	Windwood Drive	End
2	Northbrook Drive	Windwood Drive	Tamara Drive
2	Windwood Drive	Dunmire Street	Tamara Drive
2	Boyd Ave	Dunmire Street	Northbrook Drive
2	Stark Ave	Nobles Street	End (South)
2	Gallahad Road	Collingswood Road	Guinevere Drive
2	Guinevere Drive	Gallahad Road	End
2	University Street	N 9th Ave	End
2	Kenny Drive	N 9th Ave	University Street
2	Corporate Woods Drive	Airport Blvd	Office Woods Drive
2	Office Woods Drive	N 12th Ave	Grande Drive
2	Carpenters Creek Road	N 9th Ave	Askew Road
2	Drew Circle	N 9th Ave (North)	N 9th Ave (South)
2	Northmoor Court	Drew Circle	End
2	Iris Court	Euclid Street	End
2	N 10th Ave	E Fairfield Drive	End (North)
2	Ruffin Street	N 10th Ave	Ruffin Street

District	STREET NAME	From	To
2	Ruffin Circle	End	End
2	Ellison Drive	N 9th Ave	End
2	Windchime Way	N 12th Ave	End
2	Calm Terrace	Windchime Way	End
2	Gusty Terrace	Windchime Way	End
2	Gale Drive	Windchime Way	Stormy Terrace
2	Stormy Terrace	End	End
2	N 12th Ave	Ellison Drive	Bayou Blvd
2	Menendez Drive	Texar Drive	250' North of Texar Drive
2	N 18th Ave	Texar Drive	End
2	Lynell Street	Brent Lane	End
2	Fontaine Street	Lynell Street	150' West of Lynell Street
2	Walton Street	Airport Blvd	925' North of Airport Blvd
2	Creek Station Drive	Airport Blvd (West Entrance)	Airport Blvd (East Entrance)
2	Garden Gate Circle	Otter Point Road	End
2	Otter Point Road	Osprey Place	145' South of Osprey Place
2	Otter Point Road	Hermitage Drive	End (North)
2	Osprey Place	225' East of Otter Point Road	End
2	Palisades Road	N Davis Hwy	Hermitage Drive
2	Hermitage Drive	Palisades Road	End (East)
2	Chapman Circle	Hermitage Drive	End
2	Creek Side Circle	Hermitage Drive	End
2	Gulford Drive	Farmington Road	Commonwealth Road
2	Commonwealth Road	Gulford Drive	End
2	Duquesne Drive	Langley Ave	Commonwealth Road
2	Sewell Street	E Burgess Road	150' North of E Burgess Road
2	Chapel Street	E Burgess Road	150' North of E Burgess Road
2	Marie Ave	E Burgess Road North R/W	230' North of E Burgess Road
2	E Burgess Road	N Davis Hwy	Sanders Street West R/W
2	Sanders Street	E Burgess Road South R/W	John Carroll Drive North R/W

District	STREET NAME	From	To
3	Irongate Court	Irongate Road	End
3	Enchanting Oaks Drive	Langley Ave	End
3	Montage Drive	Dynasty Drive	End
3	Dynasty Drive	Mointage Drive	End
3	Spansh Trial Road	Langley Ave	Belle Meade Drive
3	Lassassier Street	Francisco Road	End
3	Francisco Road	Lassassier Street	Francisco Place
3	Velasquez Street	Francisco Place	Montalvo Drive
3	Mentoria Street	Francisco Road	End
3	Casen Ave	Francisco Road	End
3	Slaback Street	Francisco Road	End
3	Francisco Place	Francisco Road	End
3	Florentina Circle	Velasques Street	End
3	Abercombie Circle	Velasques Street	End
3	Howe Street	Velasques Street	End
3	Montalvo Drive	End	Manolete Street
3	Castayls Road	Montalvo Drive	End
3	Andrade Street	Montalvo Drive	End
3	Monolete Street	Scenic Highway	End
3	Shanon Circle	Shannon Place	End
3	Shannon Circle	Shannon Place	Rommitch Lane
3	Montegne Drive	Chastain Way	End (West)
3	Chastain Way	Montegne Drive	End (East)
3	Shannon Place (2 Cul De Sacs)	Shannon Place	End
3	Lammington Road	Montegne Drive	End
3	Rommitch Lane	Shannon Place	Arizona Drive
3	Arizona Drive	Montegne Drive	End
3	Riddick Drive	Montegne Drive	End
3	Burbank Drive	Arizona Drive	End
3	Alvar Drive	Arizona Drive	End
3	Brookshire Drive	Montegne Drive	Scenic Hwy
3	Brighton Drive	New Hope Road	End (South)
3	Berkshire Court	New Hope Road	End

District	STREET NAME	From	To
3	Cedar View Court	New Hope Road	End
3	Montessori Place	Montessori Drive	End
3	Coppertree Lane	Silvertree Lane	End (North)
3	Coppertree Lane	Goldenwood Way	End (South)
3	Whiteleaf Drive	Spanish Trail Road	End
3	Whiteleaf Court	Whiteleaf Drive	End
3	Wexford Circle	Spanish Trail Road	End
3	Wynford Circle	Wexford Circle	End
3	Braxton Circle	Spanish Trail Road	End
3	Wythe Circle	Spanish Trail Road	End
3	Claiborne Circle	Wimbledon Drive	End
3	Gaugin Street	Wimbledon Drive	Marjean Drive
3	Marjean Court	Marjean Drive	End
3	Marjean Drive	Goya Drive	Montegne Drive
3	Summite Blvd	Jerry L Maygarden Road	Scenic Hwy
3	Goya Drive	Summit Blvd	Rothschild Drive
3	Delmonte Drive	Goya Drive	End
3	Carlotta Street	End	End
3	La Mancha Way	End	End
3	Newton Drive	Timbertane Drive	End (West)
3	Seabreeze Drive	Newton Drive	End (East)
3	Bermuda Circle	Logan Drive	Bayview Way
3	Logan Drive	Bermuda Circle	End
3	Bayview Way	Bermuda Circle	End
3	Oakmont Drive	Scenic Highway	End
3	Semoran Court	Semoran Drive	End
3	Cemoran Circle	Semoran Drive	End
3	Inverness Drive	Bayou Blvd	Inverness Place
3	Belle Christiane Drive	300' South of Oxford Drive	End
3	Belle Christiane Drive	Oxford Drive	Belle Christiane Circle
3	Belle Christiane Court	Belle Christiane Drive	End
3	Belle Christiane Place	Belle Christiane Drive	End
3	Bavarian Court	Semoran Drive	End

District	STREET NAME	From	To
3	Bluff Circle	Bluff Drive	End (South)
3	Hyde Park Road	580' East of Conway Drive	Scenic Hwy
3	Baldwin Ave	Bayou Blvd	Connell Drive
3	Whitney Drive	Tyler Ave	Baldwin Ave
3	Tyler Ave	Bayou Blvd	Connell Drive
3	Hopestill Road	Nagel Drive	Heyward Drive
3	Heyward Drive	Hopestill Road	End (East)
3	Firestone Drive	Bayou Blvd	Summit Blvd

District	STREET NAME	From	To
4	High Pine Place	N 12th Ave	Bayou Blvd
4	Dunwoody Drive	N 12th Ave	Dean Road
4	Tanglewood Drive	Dean Road	Fox Road
4	Piedmont Road	Galt Road	Tronjo Road
4	Hallmark Drive	Piedmont Road	Westfield Road
4	Westfield Road	Hallmark Drive	Semur Road
4	Stringfield Road	Hallmark Drive	Semur Road
4	Tronjo Road	Semur Road	Tronjo Circle
4	Tronjo Place	Tronjo Road	End
4	Ashmore Place	Tronjo Road	End
4	McCutchen Place	Peidmont Road	End
4	McClellan Road	150' West of Connell Drive	Connell Drive
4	Gumwood Road	Tanglewood Drive	Woodbine Drive
4	Ironwood Road	Woodbine Drive	Dunwoody Drive
4	Utica Place	Ironwood Road	End
4	Bonner Road	Nagel Drive	Hallmark Drive
4	Banquos Court	Bayou Blvd	Hyde Park Road
4	Fleance Drive	Dunsinance Road	Endor Road
4	Endor Road	Fleance Drive	End
4	Glamis Drive	Endor Road	End
4	Cawdor Court	Dunsinance Road	End
4	Dunsinance Road	Baquos Court	Fleance Drive
4	Cove Road	Hyde Park Road	End
4	Hyde Park Road	Bayou Blvd	End (West)
4	E Moreno Street	Scenic Hwy	Van Kirk Ave
4	E Blount Street	Bayou Blvd	End (East)
4	Bayou Blvd	Perry Ave	E Strong Street
4	E Brainerd Street	Perry Ave	End (East)
4	E Lloyd Street	Scenic Hwy	End (East)
4	E De Soto Street	Scenic Hwy	End (East)
4	E De Soto Street	Perry Ave	Pickens Ave
4	Pickens Ave	E De Soto Street	E Cervantes Street
4	Perry Ave	E Cervantes Street	End (South)

District	STREET NAME	From	To
4	E Jackson Street	Chipley Ave	End (East)
4	Bay Blvd	E Gonzalez Street	E Brainerd Street
4	N 20th Ave	E La Rua Street	E Gadsden Street
4	N 19th Ave	E La Rua Street	E Moreno Street
4	N 18th Ave	E La Rua Street	E Cervantes Street
4	N 16th Ave	E Belmont Street	E Jackson Street
4	E Heinberg Street	N 14th Ave	End (East)
4	E Gregory Street	N 17th Ave	E Gregory Street
4	E La Rua Street	N 17th Ave	End (East)
4	E Gadsden Street	N 19th Ave	End (East)
4	N 14th Ave	E La Rua Street	E Strong Street
4	E Strong Street	N 18th Ave	N 19th Ave
4	E De Soto Street	N 18th Ave	End (East)
4	E Brainerd Street	N 18th Ave	End (East)
4	E Gonzalez Street	N 18th Ave	End (East)
4	E Lloyd Street	N 19th Ave	End (east)
4	Escambia Ave	E Mallory Street	E Lakeview Ave
4	Yates Ave	E Mallory Street	E Lakeview Ave
4	E Mallory Street	Magnolia Ave	Osceola Blvd
4	E Lakeview Ave	N 19th Ave	N 20th Ave
4	E Hernandez Street	N 19th Ave	Escambia Ave
4	E Jordan Street	N 19th Ave	Escambia Ave
4	E Bobe Street	N 19th Ave	Escambia Ave
4	N 20 th Ave	E Lakeveiw Ave	E Young Street
4	Magnolia Ave	E Lakeveiw Ave	E Cross Street
4	Escambia Ave	E Scott Street	E Fisher Street
4	Whaley Ave	E Maxwell Street	E Cross Street
4	Osceola Blvd	Whaley Ave	Paradise Point Drive
4	Yates Ave	E Cross Street	End (North)
4	Paradise Point Drive	Yates Ave	End (East)
4	E Hayes Street	N 18th Ave	Magnolia Ave
4	N 19th Ave	E Baars Street	Magnolia Ave

District	STREET NAME	From	To
5	E Strong Street	N 14th Ave	N 18th Ave
5	E De Soto Street	N 16th Ave	N 18th Ave
5	E Gonzalez Street	N 14th Ave	N 18th Ave
5	E Brainerd Street	N 16th Ave	N 19th Ave
5	E Lloyd Street	N 16th Ave	N 19th Ave
5	E Blount Street	N 15th Ave	N 19th Ave
5	E Moreno Street	N 14th Ave	N 17th Ave
5	E Hernandez Street	N 14th Ave	N 19th Ave
5	E Jordan Street	N 12th Ave	N 19th Ave
5	E Bobe Street	N 12th Ave	N 19th Ave
5	E Scott Street	N 12th Ave	N 16th Ave
5	E Hatton Street	N 12th Ave	N 16th Ave
5	E Cross Street	N 12th Ave	N 17th Ave
5	E Fisher Street	N 6th Ave	N 18th Ave
5	E Cross Street	N 6th Ave	N 11th Ave
5	E Hatton Street	N 6th Ave	N 9th Ave
5	E Leonard Street	N 6th Ave	N 9th Ave
5	E Baars Street	N 6th Ave	N 12th Ave
5	E Hayes Street	N 9th Ave	N 11th Ave
5	E Anderson Street	N 11th Ave	N 13th Ave
5	E Hayes Street	N 12th Ave	N 13th Ave
5	E Maura Street	N 12th Ave	N 13th Ave
5	N 13th Ave	E Maura Street	Tunis Street
5	N 10th Ave	E Baars Street	Tunis Street
5	Tunis Street	N 10th Ave	N 14th Ave
5	N 11th Ave	E Cross Street	Escalona Ave
5	N 10th Ave	E Cross Street	E Fisher Street
5	N 8th Ave	E Scott Street	E Cross Street
5	N 13th Ave	E Avery Street	E Anderson Street
5	N 14th Ave	E Maxwell Street	E Hayes Street
5	N 15th Ave	E Hatton Street	E Hayes Street
5	N 16th Ave	E Baars Street	Texar Drive
5	N 16th Ave	E Lakeview Ave	E Younge Street

District	STREET NAME	From	To
5	N 17th Ave	E Jordan Street	Texar Drive
5	N 18th Ave	E Mallory Street	End (North)
5	N 19th Ave	E Lakeview Ave	E Baars Street
5	N 20th Ave	E Young Street	Magnolia Ave
5	N 14th Ave	E Lakeview Ave	E Strong Street
5	E Hayes Street	N 17th Ave	N 18th Ave
5	E Anderson Street	N 16th Ave	N 18th Ave
5	E Maura Street	N 16th Ave	N18th
5	Texar Drive	N 17th Ave	N 18th Ave
5	Texar Drive	N 17th Ave	N 9th Ave
5	Torres Ave	Texar Drive	N 9th Ave
5	N 6th Ave	Texar Drive	E Highland Drive
5	Barcia Road	N 6th Ave	N 9th Ave
5	W Highland Drive	E Fairfield Drive	N 6th Ave
5	E Highland Drive	N 6th Ave	E Fairfield Drive
5	Fairfax Drive	N 9th Ave	Acacia Drive
5	N 10th Ave	E Fairfield Drive	Barcia Drive
5	E Fairfield Drive	N 9th Ave	N 12th Ave
5	Woodland Drive	N Davis Hwy	N 9th Ave
5	Gentian Drive	Woodland Drive	Acacia Drive
5	Ash Drive	N 9th Ave	Acacia Drive
5	Kenneth Street	Boxwood Drive	Chadwick Street
5	Chadwick Street	N Davis Hwy	Springdale Circle
5	Bishop Street	Chadwick Street	Wynnehurst Street
5	Springdale Circle	N 9th Ave	Royce Street
5	Ditmar Street	N Davis Hwy	Skyline Drive
5	Skyline Drive	Chadwick Street	Royce Street South R/W
5	Royce Street	N Davis Hwy	650' East of N Davis Hwy
5	Royce Street	Skyline Drive	N 9th Ave
5	Birchwood Place	Royce Street	End (North)
5	Birchwood Court	Birchwood Place	End
5	Hillsdale Drive	Birchwood Place	Springhill Drive
5	Dalewood Road	Springhill Drive	End

District	STREET NAME	From	To
5	Crestwood Road	Springhill Drive North End	Springhill Drive South End
5	Linden Road	Brent Lane	Springhill Drive
5	Lynell Street	Brent Lane	Corday Street

District	STREET NAME	From	To
6	Selina Street	N Davis Hwy	End (West)
6	Royce Street	N Davis Hwy	End (West)
6	Royce Street	170' West of Chaney Street	350' East of Chaney Street
6	Chaney Street	250' North of Royce Street	Royce Street
6	Ditmar Street	McCoy Drive	End (East)
6	Hyatt Street	N Davis Hwy	McCoy Drive
6	Hickory Street	N Palafox Street	Jacotte Ave
6	Hickory Street	Spruce Street	End (East)
6	Lurton Street	N Palafox Street	End (East)
6	Liggett Street	Lurton Street	End
6	Hopkins Street	Lurton Street	End
6	Pasco Street	Lurton Street	End
6	Marcus Drive	E Fairfield Drive	E Texas Drive
6	N Guillemard Street	E Texas Drive	Anderson Street
6	Hart Drive	MLK Blvd	W Highland Drive
6	E 34th Street	MLK Blvd	250' West of MLK Blvd
6	Barcia Drive	N 6th Ave	200' West of N 6th Ave
6	E Anderson Street	N Davis Hwy	210' West of N Davis Hwy
6	E Baars Street	N 6th Ave	90' West of N 6th Ave
6	E Leonard Street	MLK Blvd	N 6th Ave
6	E Fisher Street	MLK Blvd	N 6th Ave
6	E Cross Street	Interstate	N 6th Ave
6	E Hatton Street	MLK Blvd	N 6th Ave
6	E Scott Street	N 9th Ave	N 12th Ave
6	E Bobe Street	N Palafox Street	End (East)
6	E Maxwell Street	N Guillemard Street	N Davis Hwy
6	E Young Street	N 9th Ave	N 12th Ave
6	E Bobe Street	N 10th Ave	N 11th Ave
6	E Maxwell Street	N 10th Ave	N 12th Ave
6	E Jordan Street	MLK Blvd	N Davis Hwy
6	E Jordan Street	N 10th Ave	N 11th Ave
6	E Hernandez Street	N Tarragona Street	N Hayne Street
6	E Lakeview Ave	N Tarragona Street	N Hayne Street

District	STREET NAME	From	To
6	E Avery Street	N Tarragona Street	Hayne Street
6	E Hernandez Street	N 9th Ave	N 10th Ave
6	E Hernandez Street	N 11th Ave	N 12th Ave
6	E Lakeview Ave	MLK Blvd	N 10th Ave
6	E Lakeview Ave	N 11th Ave	N 12th Ave
6	E Avery Street	N 9th Ave	N 10th Ave
6	E Avery Street	N 11th Ave	N 12th Ave
6	E Mallory Street	N Hayes Street	N Davis Hwy
6	E Morenos Street	N 10th Ave	N 12th Ave
6	E Blount Street	N Tarragona Street	N 12th Ave
6	E Lee Street	N Tarragona Street	N Hayne Street
6	E Llyod Street	N Palafox Street	N Guillemard Street
6	E Gonzalez Street	N Guillemard Street	N Hayne Street
6	E Gonzalez Street	N 9th Ave	N 14th Ave
6	E Strong Street	MLK Blvd	N Davis Hwy
6	E Strong Street	N 9th Ave	N 14th Ave
6	E Gadsden Street	N Palafox Street	N Guillemard Street
6	E Jackson Street	N Guillemard Street	N Hayne Street
6	E La Rua Street	N Guillemard Street	N 9th Ave
6	E Belmont Street	N 8th Ave	N 9th Ave
6	E Wright Street	N Tarragona Street	N Alcaniz Street
6	E Wright Street	N Davis Hwy	N 10th Ave
6	E De Leon Street	End	End
6	Gregory Square	E Gregory Street	End
6	S Alcaniz Street	E Garden Street	S Alcaniz Street
6	E Government Street	S Jefferson Street	S Tarragonna Street
6	E Church Street	S Jefferson Street	S Adams Street
6	W Zarragossa Street	S Baylen Street	S Palafox Street
6	E Zarragossa Street	S Palafox Street	S Tarragonna Street
6	E Main Street	S Jefferson Street	S Tarragonna Street
6	W Cedar Street	S Baylen Street	S Palafox Street
6	E Cedar Street	S Palafox Street	Commendencia Street
6	E Gimble Street	S Palafox Street	S Jefferson Street

District	STREET NAME	From	To
6	E Pine Street	S Palafox Street	S Jefferson Street
6	E Zarragossa Street	S Alcaniz Street	Cevallos Street
6	Crown Cove	Cevallos Street	E Government Street
6	Celallos Street	E Zarragossa Street	E Romana Street
6	E Government Street	S Alcaniz Street	End (East)
6	E Romana Street	S Florida Blanca Street	S 9th Ave
6	Aragon Street	S Florida Blanca Street	S 9th Ave
6	Santos Street	Aragon Street	Gathering Green W
6	Gathering Green W	Aragon Street	Centros Street
6	Gathering Green E	Aragon Street	Centros Street
6	Centros Street	Gathering Green W	Gato Street
6	Gato Street	Aragon Street	Centros Street
6	E Salamanca Street	S Florida Blanca Street	N 10th Ave
6	E Romana Street	N 10th Ave	Bayfront Parkway
6	E Chase Street	N Alcaniz Street	Merge Ramp
6	W Chase Street	N Baylen Street	N Palafox Street
6	S Baylen Street	W Garden Street	W Romana Street
6	S Baylen Street	W Government Street	W Cedar Street
6	S Palafox Street	W Garden Street	W Government Street
6	S Palafox Street	W Zarragossa Street	W Main Street
6	S Palafox Street	W Cedar Street	Plaza De Luna
6	S Jefferson Street	E Garden Street	Plaza De Luna
6	S Tarragona Street	E Garden Street	E Main Street
6	Com mendencia Street	E Main Street	End
6	S Barracks Street	E Main Street	End
6	Manressa Street	E Garden Street	E Romana Street
6	S Adams Street	E Government Street	E Main Street
6	S Alcaniz Street	E Intendencia Street	E Main Street
6	S Florida Blanca Street	E Chase Street	E Romana Street
6	N 9th Ave	E Chase Street	Aragon Street
6	S 9th Ave	E Romana Street	Bayfront Parkway
6	S 10th Ave	E Chase Street	E Salamonca Street
6	N 13th Ave	E Gregory Street	E De Leon Street

District	STREET NAME	From	To
6	N 10th Ave	E Gregory Street	E Heinberg Street
6	N Palafox Street	E Wright Street	E Garden Street
6	N Guillemard Street	E Wright Street	E Maxwell Street
6	N Tarragona Street	E Garden Street	E Gregory Street
6	N Tarragona Street	E Cervantes Street	E Gonzalez Street
6	N Haynes Street	E Wright Street	E La Rua Street
6	N Haynes Street	E Jackson Street	E Cervantes Street
6	N 8th Ave	E Wright Street	E Cervantes Street
6	N 7th Ave	E Jackson Street	E Gonzalez Street
6	N 6th Ave	E Cervantes Street	E Gonzalez Street
6	N 12th Ave	E Belmont Street	E La Rua Street
6	N 14th Ave	E La Rua Street	E Strong Street
6	N 13th Ave	E Gadsden Street	E De Soto Street
6	N 12th Ave	E Gadsden Street	E Cervantes Street
6	N 11th Ave	E Gadsden Street	E Cervantes Street
6	N 10th Ave	E Gadsden Street	E Lakeview Ave
6	N Haynes Street	E Jordan Street	E Lee Street
6	N 8th Ave	E Blount Street	E Mallory Street
6	N 7th Ave	E Mallory Street	E Young Street
6	N 8th Ave	E Scott Street	E Jordan Street
6	N 10th Ave	E Scott Street	E Jordan Street
6	N 11th Ave	E Lee Street	E Lakeview Ave
6	Lees Alley	E Gonzalez Street	E De Soto Street
6	N Palafox Alley	E Gonzalez Street	E De Soto Street
6	N Palafox Street	E Gadsden Street	E Jackson Street
6	N Baylen Street	W Cervantes Street	W Blount Street
6	N Barcelona Street	W Cervantes Street	W De Soto Street
6	N Reus Street	W Gonzalez Street	W Blount Street
6	N Rues Street (West)	W De Soto Street	W Gonzalez Street
6	N Rues Street (East)	W De Soto Street	W Gonzalez Street
6	W De Soto Street	N Barcelona Street	N Baylen Street
6	W Strong Street	N Barcelona Street	N Palafox Street
6	N Barcelona Street	W Gregory Street	W La Rua Street

District	STREET NAME	From	To
6	N De Villiers Street	W Wright Street	W De Soto Street
6	N Coyle Street	W Cervantes Street	W Gregory Street
6	W Jackson Street	N A Street	N De Villiers Street
6	N A Street	W Gregory Street	W Wright Street
6	W Gregory Street	N C Street	N A Street
6	N F Street	W Jackson Street	W Cervantes Street

District	STREET NAME	From	To
7	W Cedar St	S Spring St	Museum Ln
7	S Reus St	W Main St	W Cedar St
7	S Spring St	W Cedar St	W Main St
7	S Devilliers St	W Main St	Museum Ln
7	Museum Ln	S Devilliers St	Dead End
7	Unnamed	S Devilliers St	End Of City Row
7	S Pace Blvd	Barrancas Ave	Dead End
7	Barrancas Ave	W Garden St	S Pace Blvd
7	W Jordan St	N A St	City Limits
7	S Spring St	W Garden St	Midblock
7	W Chase St	N Baylen St	N Spring St
7	W Lakeview Ave	N E St	City Limits
7	N J St	W Avery St	City Limits
7	W Chase St	N A St	N G St
7	W Government St	S Devilliers St	S Coyle St
7	W Wright St	N G St	N N St
7	N Coyle St	W Gregory St	W Garden St
7	N H St	W Gregory St	W Wright St
7	S E St	W Garden St	W Zarragossa St
7	N N St	W Gregory St	W Garden St
7	S A St	W Garden St	Dead End
7	N A St	W Gregory St	W Garden St
7	S H St	Barrancas Ave	W Government St
7	N B St	W Moreno St	W Lee St
7	N D St	W Chase St	W Garden St
7	S C St	W Government St	W Gimble St
7	Pine St	Barrancas Ave	S M St
7	S B St	W Garden St	Full Name
7	S I St	W Main St	W Gimble St
7	N Reus St	W Moreno St	W Blount St
7	W Gimble St	Barrancas Ave	S Pace Blvd
7	S D St	W Garden St	W Romana St
7	Clubbs St	W Romana St	W Intendencia St

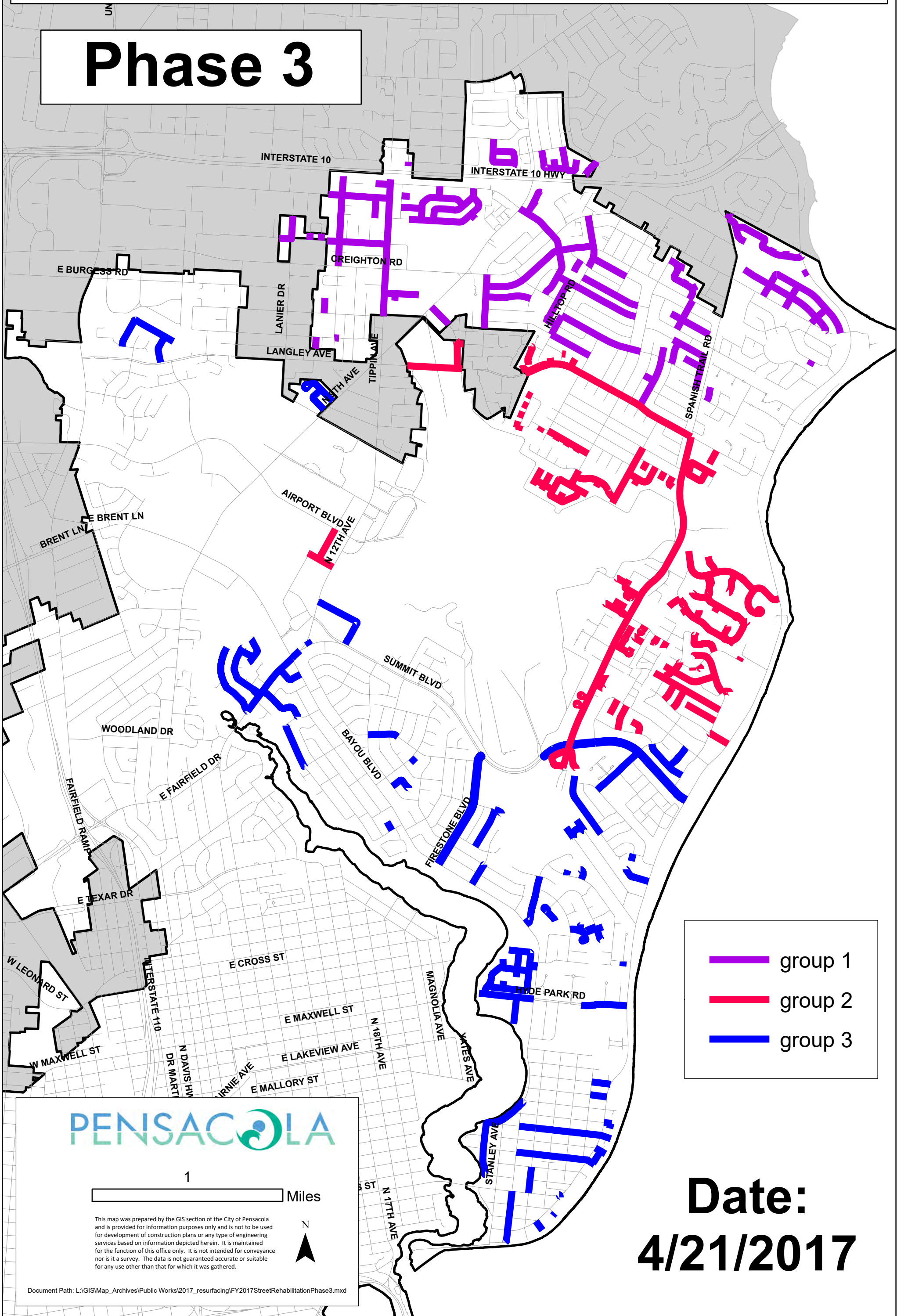
District	STREET NAME	From	To
7	W Lee St	N A St	N B St
7	W La Rua St	N G St	N L St
7	N M St	W Godfrey St	W Cervantes St
7	W Brainerd St	N H St	N M St
7	Cahn St	W Navy Blvd	Dead End
7	S P St	Interlaken St	Mcleod St
7	N S St	W Wright St	W Belmont St
7	N P St	W Wright St	W Gadsden St
7	N Q St	W Wright St	City Limits
7	N R St	W Wright St	City Limits
7	W La Rua St	N M St	N Q St
7	N K St	W Gonzalez St	W La Rua St
7	S L St	W Garden St	W Romana St
7	W Chase St	N I St	N Pace Blvd
7	N L St	W Cervantes St	W Belmont St
7	S D St	W Government St	W Main St
7	N H St	W Garden St	Dead End
7	W Hilary St	S C St	S D St
7	S Reus St	W Garden St	W Hilary St
7	N I St	W Wright St	W Garden St
7	W Romana St	S C St	Barrancas Ave
7	W Government St	S Baylen St	S Spring St
7	W Zarragossa St	Clubbs St	S H St
7	Mcleod St	S Pace Blvd	Barrancas Ave
7	W Zarragossa St	S Reus St	S Devillers St
7	S J St	W Government St	Barrancas Ave
7	W Intendencia St	S A St	S C St
7	W Intendencia St	S Coyle St	S Donelson St
7	S C St	Pine St	Dead End
7	S Spring St	W Main St	Midblock
7	S I St	Sonia St	Dead End
7	Clubbs St	W Government St	W Zarragossa St
7	W Gadsden St	N I St	N R St

District	STREET NAME	From	To
7	S Coyle St	W Intendencia St	Midblock
7	Marques St	Water St	Dead End
7	N V St	City Limits	City Limits
7	W Blount St	N A St	N H St
7	N L St	W Brainerd St	W Gonzalez St
7	N S St	W Cervantes St	City Limits
7	W Maxwell St	N Palafox St	City Limits
7	W Strong St	City Limits	City Limits
7	Water St	W Navy Blvd	Elkton St
7	W Lee St	N M St	City Limits
7	Reymarde St	Cahn St	Dead End
7	N I St	Dead End	Dead End
7	N N St	W Godfrey St	W Lloyd St
7	S Stillman St	W Navy Blvd	Blanchard St
7	N U St	City Limits	City Limits
7	Cypress St	S P St	Barrancas Ave
7	Hayden Ct	W Lloyd St	Dead End
7	W Chase St	N Q St	N S St
7	Myrick St	Blanchard St	End Of City Row
7	N D St	W Avery St	W Blount St
7	W Gonzalez St	N K St	City Limits
7	Blanchard St	S Stillman St	Myrick St
7	W Lloyd St	N M St	City Limits
7	W Gonzalez St	N H St	N I St
7	N G St	W Lee St	W Lloyd St
7	W Desoto St	N M St	City Limits
7	N J St	W Jackson St	W Cervantes St
7	W Mallory St	N Palafox St	N A St
7	S N St	Cypress St	Dead End
7	S Q St	Interlaken St	Mcleod St
7	W Bobe St	N Palafox St	City Limits
7	W Moreno St	N Palafox St	N A St
7	N A St	W Maxwell St	W Mallory St

District	STREET NAME	From	To
7	N B St	W Mallory St	City Limits
7	W Moreno St	N A St	N E St
7	W Romana St	S A St	S B St
7	Boland Pl	N R St	City Limits
7	W Hernandez St	N A St	City Limits
7	N Spring St	W Maxwell St	City Limits
7	N P St	W Cervantes St	City Limits
7	W Yonge St	N Palafox St	City Limits
7	W Strong St	N N St	City Limits
7	N Baylen St	W Bobe St	City Limits

FY 2017 Street Rehabilitation

Phase 3





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00284

City Council

5/11/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Brian Spencer

SUBJECT:

PATRONS' DOG PERMIT-BEEF O BRADY'S

RECOMMENDATION:

That City Council approve the permit request for Beef O Brady's, 22 South Palafox Street, Unit B to allow patrons' dogs at permitted food service establishments in accordance with Section 12-12-8 of the City Code.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Section 12-12-8 of the City Code permits patrons' dogs within certain designated outdoor portions of permitted public food service establishments. The Code states in part, "Any public food service establishment desiring to allow patrons' dogs within certain designated outdoor portions of its public food service establishments, must apply for and receive a permit from the City Council before allowing patrons' dogs on its premises."

The attached application has been received from Beef O Brady's requesting such permit and has met all of the requirements, including proof of insurance to receive the permit. This request is now brought before the City Council for action.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Receipt of \$100.00 application fee.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Sec. 12-12-8. Regulation of patrons' dogs at permitted food service establishments.
- 2) Beef O Brady's Permit Application

PRESENTATION: No

Sec. 12-12-8. - Regulation of patrons' dogs at permitted food service establishments.

Pursuant to the authority granted by F.S. § 509.233, patrons' dogs may be permitted within certain designated outdoor portions of permitted public food service establishments, notwithstanding the provisions of section 4-2-33 of the Code of the City of Pensacola, Florida, or the provisions of F.S. § 509.032(7), provided that each of the following requirements and criteria have been complied with:

- (A) Any public food service establishment desiring to allow patrons' dogs within certain designated outdoor portions of its public food service establishment, must apply for and receive a permit from the city council before allowing patrons' dogs on its premises.
- (B) Each applicant shall supply the following information in order to receive a permit:
 - (1) The name, location, and mailing address of the public food service establishment.
 - (2) The name, mailing address, and telephone contact information of the permit applicant.
 - (3) A diagram and description of the outdoor area to be designated as available to patrons' dogs, including dimensions of the designated area; a depiction of the number and placement of tables, chairs, and restaurant equipment, if any; the entryways and exits to the designated outdoor area; the boundaries of the designated area and of other areas of outdoor dining not available for patrons' dogs; any fences or other barriers; surrounding property lines and public rights-of-way, including sidewalks and common pathways; and such other information as may reasonably be required by the city council. The diagram or plan shall be accurate and to scale but need not be prepared by a licensed design professional.
 - (4) A description of the days of the week and hours of operation that patrons' dogs will be permitted in the designated outdoor area.
 - (5) Proof that the applicant possesses liability insurance in the minimum amount of twenty-five thousand dollars (\$25,000.00) in the event of a dog biting a staff member, patron, guest or passerby while on the premises.
 - (6) With respect to applicants whose outdoor seating is on a public sidewalk, proof that the restaurant has erected a physical barrier which would prevent pedestrian passersby from having direct contact with any dog on premises.
 - (7) With respect to restaurants located adjacent to another restaurant or licensed establishment, proof that the applicant has provided the neighboring establishment with notification of the applicant's intent to seek a permit under this section.
- (C) In order to protect the health, safety, and general welfare of the public, the following measures shall be continuously applied by the permitted establishment:
 - (1) All public food service establishment employees shall wash their hands promptly after touching, petting, or otherwise handling dogs. Employees shall be prohibited from touching, petting, or otherwise handling dogs while serving food or beverages or handling tableware or before entering other parts of the public food service establishment.
 - (2) Patrons in a designated outdoor area shall be advised that they should wash their hands before eating. Waterless hand sanitizer shall be provided at all tables in the designated outdoor area.
 - (3) Employees and patrons shall be instructed that they shall not allow dogs to come into contact with serving dishes, utensils, tableware, linens, paper products, or any other items involved in food service operations.
 - (4) Patrons shall keep their dogs on a leash at all times and shall keep their dogs under reasonable control.
 - (5) Dogs shall not be allowed on chairs, tables, or other furnishings.

- (6) All table and chair surfaces shall be cleaned and sanitized with an approved product between seating of patrons. Spilled food and drink shall be removed from the floor or ground between seating of patrons.
 - (7) Accidents involving dog waste shall be cleaned immediately and the area sanitized with an approved product. A kit with the appropriate materials for this purpose shall be kept near the designated outdoor areas.
 - (8) A sign or signs reminding employees of the applicable rules shall be posted on premises in a manner and place as determined by the local permitting authority.
 - (9) A sign or signs reminding patrons of the applicable rules shall be prominently posted on premises.
 - (10) A sign or signs shall be prominently posted that places the public on notice that the designated outdoor area is available for the use of patrons and patrons' dogs.
 - (11) Dogs shall not be permitted to travel through indoor or nondesignated outdoor portions of the public food service establishment, and ingress and egress to the designated outdoor portions of the public food service establishment must not require entrance into or passage through any indoor areas of the food establishment.
- (D) A permit issued pursuant to this section shall not be transferred to a subsequent owner upon the sale of a public food service establishment but shall expire automatically upon the sale of the establishment. The subsequent owner shall be required to reapply for a permit pursuant to this section if the subsequent owner wishes to continue to accommodate patrons' dogs.
- (E) The application for a permit shall be accompanied by a nonrefundable permit fee of one hundred dollars (\$100.00).
- (F) This provision shall be enforced by sworn law enforcement officers employed by the City of Pensacola, and the civil fine penalty provided by section 1-1-8 of the Code of the City of Pensacola, Florida shall apply. Such officers shall enforce the provisions of this section of the code through issuing a Notice to Appear to be acknowledged and received by the patron, restaurant owner, managing agent, or employee receiving the notice. Failure to sign acceptance of the notice shall be a first degree misdemeanor as defined by Florida law. Any permitted establishment accumulating three (3) or more Notices to Appear shall have its permit subject to suspension or revocation at the discretion of the Pensacola City Council.
- (G) In the event of a violation of this section at a permitted establishment, all costs of enforcement and prosecution shall be assessed against the establishment by the city council and shall constitute a special assessment against such establishment, for which a lien on all personal and real property may be imposed, recorded and foreclosed upon by the City of Pensacola.

(Ord. No. 11-10, § 1, 4-22-10)

Doggie Dining Permit

Fee \$100.00

Insurance Coverage \$25,000.00

Restaurant Information:

Business Name: Beef O Bradys

Address: 22 S. Palafax St. Unit B Pensacola FL 32502

Phone: 850-607-6776 Email: beef 0 bradys@yahoo.com

Applicant Name: Shawn Lowery ↑
Number zero

Are you the Owner Manager Employee?

Times that Doggie Dining is allowed in the outdoor area:

- Sunday 11 Am - 11 pm
- Monday 11 Am - 11 pm
- Tuesday 11 Am - 11 pm
- Wednesday 11 Am - 11 pm
- Thursday 11 Am - 11 pm
- Friday 11 Am - 11 pm
- Saturday 11 Am - 11 pm

I, the undersigned applicant, understand that submittal of this application does not entitle me to approval of this permit. I have reviewed a copy of the application regulations and supplied all required drawings, and proof of insurance.

Shawn Lowery
Signature of Restaurant Owner or Owner Representative

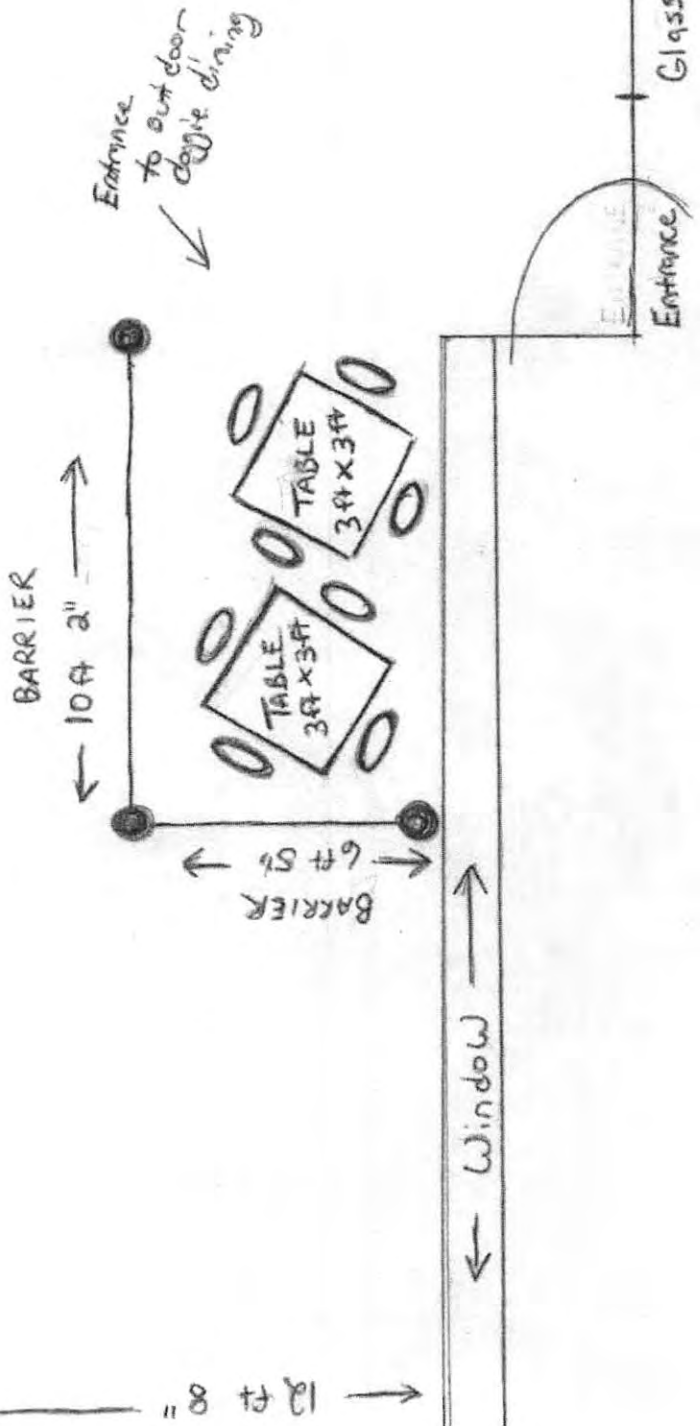
Approved by City Council _____

Office check sheet

- ✓ Scale drawing of outside area, showing all tables & chairs, diminutions of area, entry & exits
- ✓ Proof of insurance
- ✓ Outdoor seating is on a public sidewalk, proof that the restaurant has erected a physical barrier to separate sidewalk pedestrians from doggie diners.
- ✓ If Outdoor seating is adjacent to another restaurant or licensed doggie diner establishment, proof that the applicant has notified the neighboring establishment's intent to seek a doggie dining permit.

---ROAD---

SIDE WALK



REF O BRAOYS



GOODLLC-01

LGUSTMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fisher Brown Bottrell Insurance, Inc. 1701 West Garden Street Pensacola, FL 32502	CONTACT NAME: Lindsey Gustman	
	PHONE (A/C, No, Ext): (850) 654-6307	FAX (A/C, No): (601) 208-8313
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Depositors Insurance Company	42587
INSURED Goodcoop LLC dba Beef O'Bradys Tracy Goodson 3553 Don Janeal Road Pensacola, FL 32526	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			ACP5945964297	01/25/2017	01/25/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Beef O'Bradys - 22 S Palafox Street, Pensacola, FL 32502

Certificate holder is an additional insured as respects to general liability if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Pensacola
Risk Management
PO Box 12910
Pensacola, FL 32521

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Date: 4-13-17

R.E.: Doggie Dining Permit

To: Whom It May Concern

From: Beef O Brady's "Palafox St"

This letter is to inform our neighboring establishments of our "Beef O Brady's" intent to seek a doggie dining permit. Please be advised that this is a requirement that we provide each Restaurant/ Business adjacent to us with this notice.

Thanks,
Shawn Lowery
"General Manager"
Beef O Brady's

The Wine Bar on Palafox
Paul Myano Manager 4/13/17
Jewelers Trade Shop
Corbett Davis III 4/13/17
Dog House Deli Jim Holch 4/13/17
Edwin Banacia "Play" 4/13/17

City of Pensacola
Planning Services Dept.
PO Box 12910
Pensacola, FL 32521

RECEIPT		DATE <u>4/13/2017</u>	No. <u>047292</u>
RECEIVED FROM <u>Shawn Lowery</u>		\$ <u>100.00</u>	
<u>One Hundred & XX/100</u>		DOLLARS	
FOR RENT <input type="checkbox"/> FOR <u>Beef O Brady's Doggie Dining Permit</u>			
ACCOUNT		<input type="radio"/> CASH	
PAYMENT		<input type="radio"/> CHECK	FROM _____ TO _____
BAL. DUE		<input type="radio"/> MONEY ORDER	
		<input checked="" type="radio"/> CREDIT CARD	BY <u>[Signature]</u>



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00285

City Council

5/11/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Brian Spencer

SUBJECT:

NAMING TENNIS COURT #23 AT ROGER SCOTT TENNIS CENTER

RECOMMENDATION:

That City Council approve the naming of Court #23 at Roger Scott Tennis Center in honor of William (Bill) Kellenberger.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On behalf of The Over 50 But Under the Hill League and Greater Pensacola Tennis Association:

Over the last 30 plus years, Bill Kellenberger has used tennis as a foundation for reaching out to the young and old in our community. He founded, and for many years ran, the Over 50 But Under the Hill League (The UTHL). This is a competitive tennis league for senior men. The UTHL has, each season, over 200 senior men playing. The league has impacted the lives of thousands over the past 30 years, giving senior men a chance at a healthier life through the exercise, along with positive fellowship afforded them through this league.

Mr. Kellenberger's outreach to the young came about from a sports program sponsored by the City of Pensacola called, "Racquet Roundup." This program, for grade school age boys & girls, uses tennis to teach sportsmanship and discipline and the need for following the rules. These are attributes that have carried these young people in good stead. Each summer Bill would include a cadre of senior men who would work with the young people in a display of inter-generational cooperation, fun and teaching. There are many young people who got their start in Racquet Roundup and went on to play tennis at the high school and college level.

The Parks and Recreation Board considered and approved this request at their April 20, 2017 meeting.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Name Court 23 @ Roger Scott - Request
- 2) Sec. 2-3-3. Naming City Property
- 3) Court Naming Recommendation Minutes

PRESENTATION: No

Joseph T. Lovoy
66 Crabapple Lane
Pensacola, Fl 32514
R27900@yahoo.com
291-1946

TO: Erika Burnett
Clerk, City of Pensacola

RE: William (Bill) Kellenberger

Here is the request for a naming opportunity. I have including for your convenience a copy to go to the Mayor, the President of the City Council and the Director of Neighborhood Services.

If any thing else is need please contact me and I will see that what you need is furnished to you quickly.

Like always, thank you for your service and help.

Sincerely,

Joe Lovoy
4/4/17



April 5, 2017

Ms. Erika Burnett
City Clerk
222 W Main Street
3rd Floor
Pensacola, FL 32502

Ma'am,

This is a request pursuant to Section 2-3-3, Naming City Property

The two groups named below, as well as many private citizens, are asking that this request be honored in the naming of a single tennis court that is part of the larger property known as Roger Scott Tennis Center. If this request is honored, a plaque of durable quality measuring 3 feet by 2 feet will be attached to the fence at one end of Court 23. A picture of the proposed plaque is attached.

The person for whom the court would be named is William (Bill) Kellenberger. Over the last 30 plus years, Bill Kellenberger has used tennis as a foundation for reaching out to the young and old in our community. He founded, and for many years ran, The Over 50 But Under the Hill League (The UTHL). This is a competitive tennis league for senior men. The UTHL has, each season, over 200 senior men playing. This league has impacted the lives of thousands over the past 30 years, giving senior men a chance at a healthier life through the exercise, along with positive fellowship afforded them through this league.

His outreach to the young came about from a sports program sponsored by the city of Pensacola called "Racquet Roundup". This program, for grade school age boys & girls, uses tennis to teach sportsmanship and discipline and the need for following the rules. These are attributes that have carried these young people in good stead. Each summer Bill would include a cadre of senior men who would work with the young people in a display of inter-generational cooperation, fun and teaching. There are many young people who got their start in Racquet Roundup and went on to play tennis at the high school and at college levels.

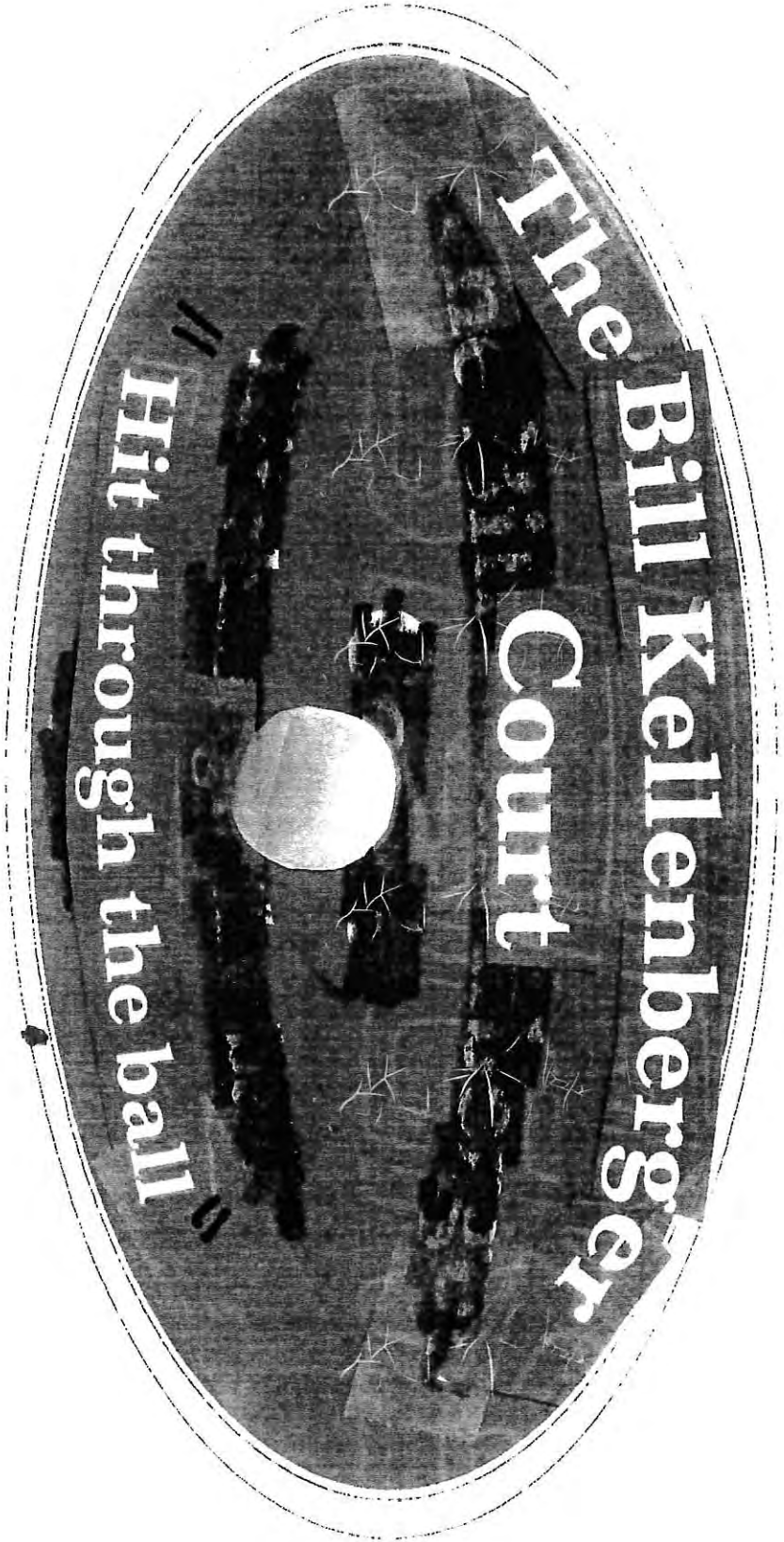
Thank you for allowing the tennis community to give due respect to one of its own.



Robin Olsson
Director, The Over 50 But Under The Hill
League – A Tennis League for Senior Men



Terry Thrash
USTA FL Tennis Ambassador
President, Greater Pensacola Tennis Assn.



The Bill Kellenberger Court

Hit through the ball

Sec. 2-3-3. - Naming city property.

- (a) *Intent of criteria.* The criteria provided herein are intended to provide an identifiable process which citizens may utilize to propose the recognition of individuals who have made a significant contribution to the city, region or nation and whose memory may be honored by the designation of their name and achievements associated with a structure, street, park or other public place in the City of Pensacola. Such individuals may be city residents, historic figures, former elected officials or former city employees whose work, actions or life has made a significant contribution to the community or society. Consideration of such recognition will be made by the city council without reference to such immutable characteristics as race, religion, ethnicity, gender, age or disability. These criteria are intended to be flexible so that there will be an opportunity for recognition of any individual deserving of such, who may not meet all of the objective criteria contained herein. In addition, the city council recognizes that many of the facilities of the city have established interest groups such as neighborhood associations or other affinity groups, and it is the intent of the council to solicit input from all such interest groups when appropriate.
- (b) *Criteria.*
- (1) Parks may be named after streets, geographical locations, historical figures, events, concepts or as otherwise determined by the city council.
 - (2) Parks may be named for individuals or groups that have made exceptional contributions to the Pensacola community.
 - (3) Parks may be named for an historical figure or an individual or family or organization that has made a significant land, monetary or service contribution to the acquisition of the property, park system or the community in general. These may include the names of early residents or citizens and/or events of significance to the area's history or development which have directly impacted the park's development.
 - (4) Current elected officials and currently employed city staff shall not be eligible for consideration until they are no longer in office or have been retired from city service for at least four (4) years.
 - (5) In order to accommodate the interest in recognizing or honoring individuals deserving such recognition or honor, the city council may elect to honor individuals by the erection of informational signage or plaques at a particular facility, structure or portion thereof, without naming the entire park, structure or facility after one individual or preempting the opportunity to recognize more than one person's achievements or contributions. However, the renaming of a park, structure or facility from one name to another will be discouraged and accepted only for exceptional reasons.
- (c) *Procedure.*
- (1) Members of council or other individuals or groups that propose to name or rename a park, structure, facility or portion thereof must submit a letter to the city clerk with sufficient information or evidence to support a naming or name change. The clerk shall forward a copy of the letter to the offices of the mayor, the city council president and the director of neighborhood services. If a renaming is being proposed, the letter must document why the existing name no longer holds any historical significance, or otherwise why the existing name is no longer appropriate.
 - (2) If the property or facility under review is within the purview of the parks and recreation board, that board will review such request and discuss the request at a meeting of the board. Following board consideration, the board will make its recommendations to the city council. If the property or facility under review is within the purview of another organization or board, that organization or board will be given the opportunity to consider the request for naming or renaming and make its recommendation to the city council.
 - (3) The city council will make the final decision on all naming or renaming requests.

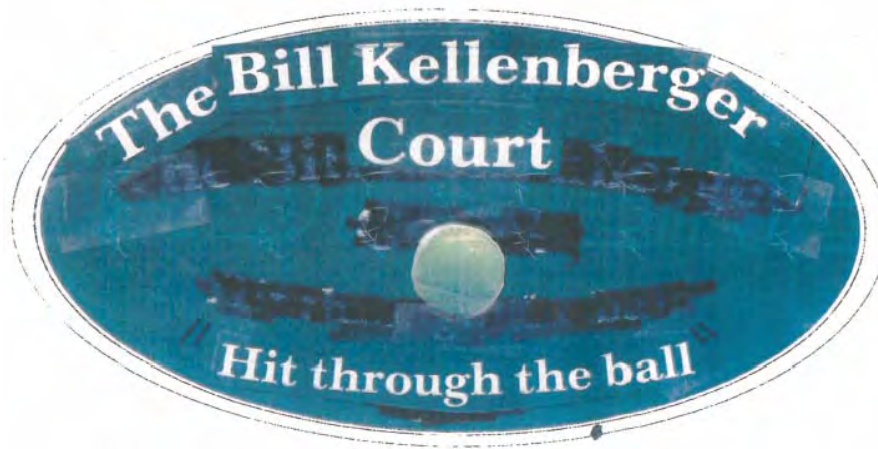
(Ord. No. 34-14, § 1, 9-11-14)

5. NEW BUSINESS.

- Joe Lovoy representing the “Over 50 But Under the Hill League” the USTA FL Tennis Ambassador (Terry Thrash) and many private citizens brought a brief presentation and request, asking the Parks and Recreation Board to recommend to City Council to name Roger Scott Tennis Center court #23 after William (Bill) Kellenberger.

Mr. Kellenberger has had a large impact on the tennis community. He founded and ran the “Over 50 But Under the Hill League” for senior men, with more than 200 men participating. Furthermore, he has been instrumental in the “Racquet Roundup” program for grade school children to teach sportsmanship and discipline, as well as the need for following the rules.

If approved, a plaque measuring 3 feet by 2 feet will be attached to the fence on the entrance of court 23, and will look something like this –



There are no other City tennis courts that are named after any individual. There is a memorial dedicated in memory of a tennis individual, but no courts. The plaque will be paid for and maintained by the Over 50 league.

Board member Hicks made the recommendation to approve this request. The request was seconded by Board member Sullivan. The motion passed.



Memorandum

File #: 17-00289

City Council

5/11/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jewel Cannada-Wynn

SUBJECT:

AMENDMENT OF THE DOWNTOWN PARKING MANAGEMENT DISTRICT INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND THE DOWNTOWN IMPROVEMENT BOARD (DIB) REMOVING 150 S. BAYLEN STREET

RECOMMENDATION:

That City Council authorize the Mayor to take any and all actions necessary to amend the Interlocal Agreement between the City of Pensacola and the Pensacola Downtown Improvement Board (DIB) governing the Downtown Parking Management District and Parking Facilities to remove the CRA-owned property located at 150 S. Baylen Street.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In 2007, the Community Redevelopment Agency (CRA) and the City of Pensacola each entered into Interlocal Agreements (IAs) with the Pensacola Downtown Improvement Board (DIB) for the creation of a Downtown Parking Management District providing a comprehensive strategy for centralized and efficient management of downtown parking and facilities. These agreements transferred management of CRA and City-owned parking facilities in the downtown business district to the DIB. The 0.42 acre property, owned by the CRA, located at 150 S. Baylen Street, currently serves as a surface parking lot and is included among the list of sites covered by these IAs.

The Community Redevelopment Agency has stated its desire to comprehensively market available CRA-owned properties in the Urban Core Community Redevelopment Area. To date, the positioning of parcels for redevelopment has been an effective tool in the successful revitalization of Pensacola's Downtown Urban Core. On August 9, 2016, the CRA approved a contract with NAI/Halford for Realtor Services for disposition of CRA-owned properties. On March 30, 2017, NAI/Halford received a full price offer for purchase of 150 S. Baylen Street which was presented to the CRA. On April 10, 2017, the CRA approved the sale of the site.

In order to facilitate the potential disposition of the property, this site must be removed from the Interlocal Agreements governing downtown parking management and facilities between the City and the DIB, and the CRA and the DIB. The Pensacola Downtown Improvement Board (DIB) has indicated its consent to the

removal of the parking lot at 150 S. Baylen Street from the list of properties covered by the Parking Management District Interlocal Agreement to facilitate its sale. The attached amendment to the Interlocal Agreement must be executed by the City, the CRA and the DIB.

PRIOR ACTION:

September 10, 2007 - CRA approved execution of an Interlocal Agreement for creation of a comprehensive Downtown Parking Strategy for Management of Downtown Parking Facilities.

September 13, 2007 - City Council approved execution of an Interlocal Agreement for creation of a comprehensive Downtown Parking Strategy for Management of Downtown Parking Facilities.

November 13, 2007 - City Council adopted an ordinance establishing a Downtown Parking Management of District.

February 9, 2015 - The CRA approved the utilization of professional real estate services to assist with marketing available CRA and/or City-owned properties within the CRA.

January 11, 2016 - CRA approved an amendment to the Interlocal Agreement with the DIB governing the Downtown Parking Management District and Parking Facilities to remove the CRA owned property located at 120 W. Government Street.

January 14, 2016 - City Council approved an amendment to the Interlocal Agreement with the DIB governing the Downtown Parking Management District and Parking Facilities to remove the CRA owned property located at 120 W. Government Street.

May 9, 2016 - The CRA approved issuance of Request For Proposals (RFP) for one realtor from the City's list of Qualified Real Estate Professionals to market CRA-owned property.

August 9, 2016 - The CRA approved a contract with NAI/Halford for Realtor Services for disposition of CRA-owned properties.

December 5, 2016 - The CRA declared the property surplus.

December 23, 2016 - A 30 day Notice of Property Disposition/RFP was published.

FUNDING:

N/A

FINANCIAL IMPACT:

The CRA will receive revenue at fair market value of the property, in addition to increased property tax revenue.

STAFF CONTACT:

M. Helen Gibson, AICP, CRA Administrator

ATTACHMENTS:

- 1) Amendment No. 2 Parking Management District Interlocal Agreement between the City of Pensacola and the Downtown Improvement Board

PRESENTATION: No

AMENDMENT NO. 2 TO INTERLOCAL AGREEMENT
BETWEEN THE CITY OF PENSACOLA, FLORIDA AND
THE PENSACOLA DOWNTOWN IMPROVEMENT BOARD
FOR THE CREATION OF A COMPREHENSIVE DOWNTOWN
PARKING STRATEGY FOR CENTRALIZED AND EFFICIENT
MANAGEMENT OF DOWNTOWN PARKING FACILITIES

THIS AMENDMENT NO. 2 TO INTERLOCAL AGREEMENT (“Amendment No. 2”) is made and entered into this ___ day of _____, 2017, by and between the City of Pensacola, Florida (“City”), a municipal corporation of the State of Florida, and the Pensacola Downtown Improvement Board (“DIB”), a public body corporate and politic with administrative offices at 41 North Jefferson Street, Suite 401, Pensacola, Florida 32502 (collectively, the “Parties”).

WHEREAS, on November 29, 2007, the City and the DIB entered into an Interlocal Agreement for the creation of a comprehensive downtown Pensacola parking strategy for centralized and efficient management of downtown parking facilities (“Interlocal Agreement”); and

WHEREAS, the Interlocal Agreement established a Parking Management District in Downtown Pensacola, Florida as defined in Section 2 of the Interlocal Agreement; and

WHEREAS, Section 3 of the Interlocal Agreement provides the Parties may increase or decrease by amendment the Parking Facilities in the Parking Management District as defined in Sections 2 and 3 of the Interlocal Agreement; and

WHEREAS, the City and DIB agree to remove the property identified as 150 S. Baylen Street, Pensacola, Florida from the Parking Facilities and Parking Management District in the Interlocal Agreement; and

WHEREAS, provided the above recitals, both the City and DIB desire to continue the parking strategy and management embodied in the Interlocal Agreement; and

WHEREAS, the City and DIB now desire to amend the Interlocal Agreement upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the recitals above and mutual covenants and agreements herein contained, it is agreed by the City and DIB that the Interlocal Agreement shall be amended as follows:

1. The Parties agree that the recitals above are true and correct and are hereby incorporated into this Amendment.
2. Section 3 of the Interlocal Agreement is amended to exclude any and all property located at 150 S. Baylen Street, Pensacola, Florida. However, the DIB shall continue to manage the parking at all property located at 150 S. Baylen Street, Pensacola, Florida per the

terms of the Interlocal Agreement until such time as the CRA has conveyed, by lease or fee simple, all property located at 150 S. Baylen Street, Pensacola, Florida to a third party.

- 3. The remaining provisions of the Interlocal Agreement shall remain in full force and effect.
- 4. This Amendment No. 2 to the Interlocal Agreement shall be recorded by the City upon full execution.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument of amendment on the date first written above.

CITY OF PENSACOLA

ATTEST:

Ashton J. Hayward, III, Mayor

City Clerk

Witnesses:

PENSACOLA DOWNTOWN
IMPROVEMENT BOARD

ATTEST:

Witnesses:

Approved as to substance:

Legal in form and valid as drawn:

Title

City Attorney



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00057

City Council

5/11/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PUBLIC HEARING - ANNEXATION OF PROPERTY - CAMPUS HEIGHTS

RECOMMENDATION:

That City Council conduct the first of two required Public Hearings to consider the annexation of seventy-seven (77) parcels in the Campus Heights area, sixty-one (61) of which are owned by the Pensacola International Airport.

HEARING REQUIRED: Public

SUMMARY:

Campus Heights was identified in the approved year 2000 Airport Master Plan as a development area for a future business commerce park associated with the Airport. Generally, the Campus Heights area is bounded on the east and south by Airport property, on the north by Langley Avenue, and on the west by Tippin Avenue. It is an area of mixed use, consisting of commercial, light industrial, and residential use.

Currently one-hundred thirteen parcels have been purchased by the Airport, with six remaining to be acquired. As parcels are acquired that are contiguous to but not within the City limits, it becomes necessary to annex those parcels via the statutory process for the annexation of property.

In order to comply with the statutory requirements that would not require a referendum, seventy-seven (77) parcels, sixty-one (61) of which are owned by the Pensacola International Airport, were selected for annexation at this time. While the annexation would include the Airport owned parcels, it would also include sixteen (16) parcels owned by businesses. The City of Pensacola/Pensacola International Airport however is the owner of more than fifty percent (50%) of the parcels in the proposed area. The proposed inclusion of these other parcels would provide for a clearer City/County boundary in the affected area.

F.S. 171.0413 provides that:

Annexation procedures.-Any municipality may annex contiguous, compact, unincorporated territory in the following manner:

(1) An ordinance proposing to annex an area of contiguous, compact, unincorporated territory shall be adopted by the governing body of the annexing municipality pursuant to the procedure for the adoption of a nonemergency ordinance established by s. 166.041. Prior to the adoption of the ordinance of annexation, the local governing body shall hold at least two advertised public hearings. The first public hearing shall be on a weekday at least 7 days after the day that the first advertisement is published. The second public hearing shall be held on a weekday at least 5 days after the day that the second advertisement is published. Each such ordinance shall propose only one reasonably compact area to be annexed. However, prior to the ordinance of annexation becoming effective, a referendum on annexation shall be held as set out below, and, if approved by the referendum, the ordinance shall become effective 10 days after the referendum or as otherwise provided in the ordinance, but not more than 1 year following the date of the referendum.

(6) Notwithstanding subsections (1) and (2), if the area proposed to be annexed does not have any registered electors on the date the ordinance is finally adopted, a vote of electors of the area proposed to be annexed is not required. In addition to the requirements of subsection (5), the area may not be annexed unless the owners of more than 50 percent of the parcels of land in the area proposed to be annexed consent to the annexation. If the governing body does not choose to hold a referendum of the annexing municipality pursuant to subsection (2), then the property owner consents required pursuant to subsection (5) shall be obtained by the parties proposing the annexation prior to the final adoption of the ordinance, and the annexation ordinance shall be effective upon becoming a law or as otherwise provided in the ordinance.

Therefore, in accordance with paragraph (6) of F.S. 171.0413, a referendum is not required as there are no registered electors on the parcels in the proposed annexation area. Further, the City of Pensacola/Pensacola International Airport, the owner of more than 50 percent of the land in the proposed annexation area, consents to the annexation.

PRIOR ACTION:

November 10, 2011 - City Council approved the annexation of nine (9) parcels in the Campus Heights area owned by the Pensacola International Airport.

December 1, 2011 - City Council adopted Ordinance No. 31-11 - Annexation of Airport Owned Property on second reading.

FUNDING:

N/A

FINANCIAL IMPACT:

The City would receive property taxes and stormwater fee revenues from the subject parcels as well as from any future improvements.

CITY ATTORNEY REVIEW: Yes

3/24/2017

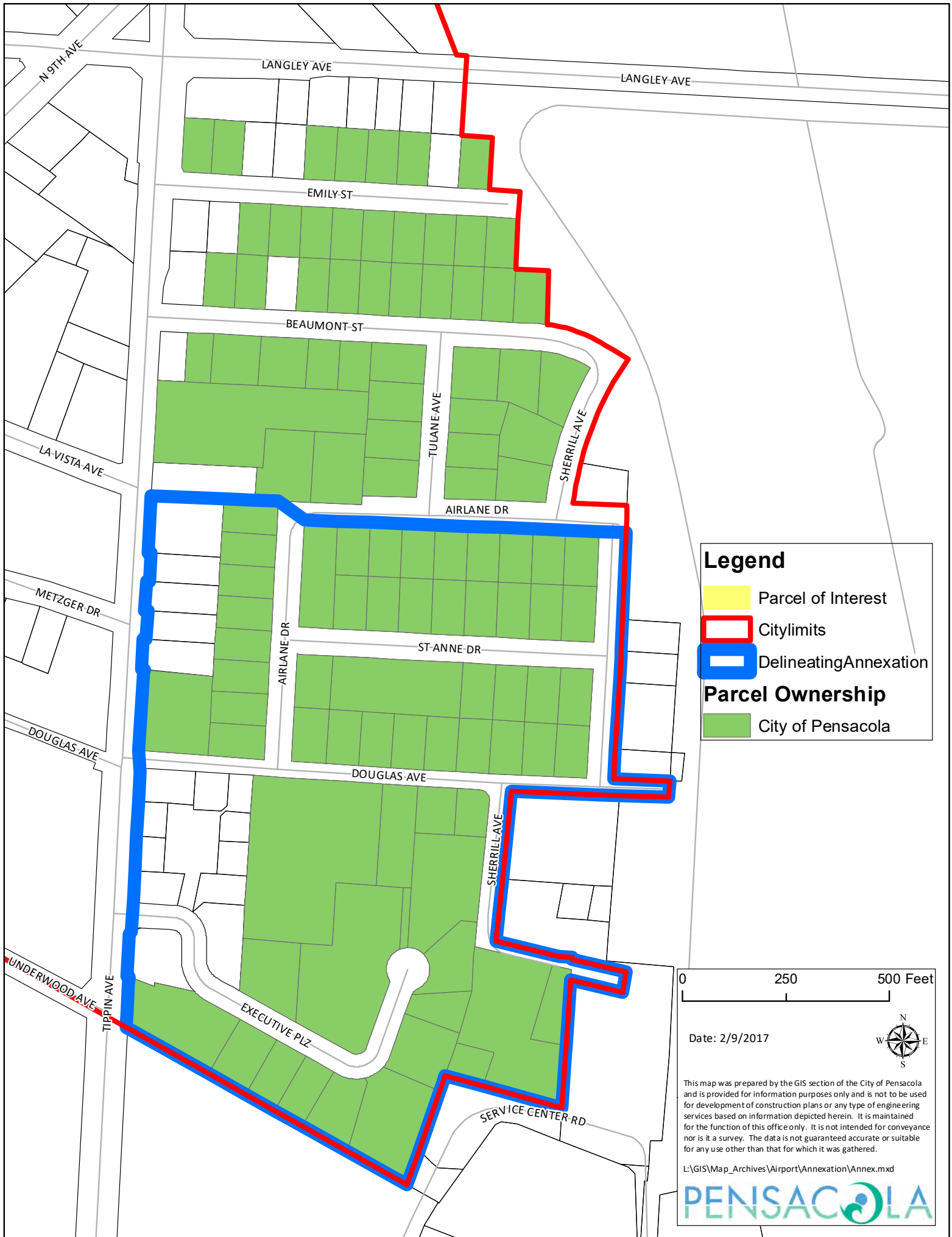
STAFF CONTACT:

Eric W. Olson, City Administrator
Sherry Morris, Planning Services Administrator
Daniel Flynn, Airport Director

ATTACHMENTS:

- 1) Map of Annexation Area - Campus Heights

PRESENTATION: No



Legend

- Parcel of Interest
 - Citylimits
 - DelineatingAnnexation
- Parcel Ownership**
- City of Pensacola



Date: 2/9/2017



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

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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00276

City Council

5/11/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PUBLIC HEARING: PROPOSED AMENDMENT TO THE LAND DEVELOPMENT CODE - AIRPORT PROTECTION REGULATIONS; AIRPORT-RELATED DEFINITIONS AND THE REGULATIONS OF THE AIRPORT LAND USE DISTRICT

RECOMMENDATION:

That City Council conduct a public hearing on May 11, 2017 to consider the proposed amendment to the Land Development Code pertaining to Airport Protection Regulations; Airport-Related Definitions and the regulations of the Airport Land Use District consistent with Chapter 333, Florida Statutes (Airport Zoning).

HEARING REQUIRED: Public

SUMMARY:

The Pensacola International Airport has contracted with the West Florida Regional Planning Council to conduct a consistency review for the City of Pensacola based on recent changes to Florida Statute Chapter 333 - Airport Zoning. The Florida Statute requires that the City's Land Development Code be consistent with F.S. Chapter 333. The proposed amendments will allow the City to remain in compliance with that requirement.

Through this collaborative process with the Pensacola International Airport, the City of Pensacola, the West Florida Regional Planning Council, and Escambia County, a similar ordinance will be considered for adoption by the Escambia County Board of County Commissioners. In accordance with Florida Statute, Chapter 333, an Interlocal Agreement will be required between the City of Pensacola and Escambia County.

On April 11, 2017 the City's Planning Board unanimously recommended approval of the proposed amendment.

PRIOR ACTION:

None.

FUNDING:

N/A

FINANCIAL IMPACT:

None.

CITY ATTORNEY REVIEW: Yes

4/26/2017

STAFF CONTACT:

Eric W. Olson, City Administrator

Dan Flynn, Airport Director

Sherry H. Morris, AICP, Planning Services Administrator

ATTACHMENTS:

- 1) Proposed Ordinance
- 2) Planning Board Minutes Dated April 11, 2017

PRESENTATION: Yes

PROPOSED

ORDINANCE NO. _____

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING CHAPTER 12-11; SECTION 12-14-1 AND SECTION 12-2-11 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING AIRPORT PROTECTION REGULATIONS; AMENDING AIRPORT-RELATED DEFINITIONS; AMENDING THE REGULATIONS OF THE AIRPORT LAND USE DISTRICT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Chapter 12-11 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

CHAPTER 12-11. AIRPORT

Sec. 12-11-1. - Purpose.

The purpose of this chapter is to prevent obstructions which are potentially hazardous to aircraft operations as well as persons or property in the vicinity of the obstruction; for the prevention of incompatible land use within certain airport noise zones where aircraft noise may be an annoyance or objectionable to the residents within said zones; to provide for the prevention of these obstructions and incompatible land uses, to the extent legally possible. The elimination, removal, alteration, mitigation, or marking and lighting of existing airport hazards are public purposes for which the political subdivision may raise and expend public funds and acquire land or interests in land.

Sec. 12-11-2. - Airport Zoning Protection Regulations

No structure or obstruction will be permitted within the City of Pensacola or Escambia County that would cause a minimum obstruction clearance altitude, a minimum descent altitude or a decision height to be raised or would be permitted that was determined to be a hazard to air navigation by a Federal Aviation Administration aeronautical study (7460-1) or conflict with Title 14 of the Code of Federal Regulations Part 77.

(A) *Airport land use restrictions.* Notwithstanding any provision to the contrary in this chapter, no use may be made of land or water within any zone established by this chapter in such a manner as to interfere with the operation of an airborne aircraft. The following special requirements shall apply to each permitted use:

- (1) *Lights or illumination.* All lights or illumination used in conjunction with street, parking, signs or use of land structures shall be arranged and operated in such a manner that is not misleading or dangerous to aircraft operating from a public airport or in the vicinity thereof.
- (2) *Electronic interference.* No operations of any type shall produce electronic interference with navigation signals or radio communication between the airport and aircraft.
- (3) *Visual hazards.* No continuous commercial or industrial operations of any type shall produce smoke, glare or other visual hazards, within three (3) statute miles of any usable runway of a public airport, which would limit the use of the airport.
- (4) *Sanitary landfills.* Sanitary landfills will be considered as an incompatible use if located within areas established for the airport through the application of the following criteria:
 - (a) Landfills located within ten thousand (10,000) feet of any runway used or planned to be used by turbine aircraft.
 - (b) Landfills located within five thousand (5,000) feet of any runway used only by nonturbine aircraft.
 - (c) Landfills outside the above perimeters but within conical surfaces described by FAR Part 77 and applied to an airport will be reviewed on a case-by-case basis.
 - (d) Any landfill located and constructed in a manner that attracts or sustains hazardous bird movements from feeding, water, or roosting areas into, or across, the runways or approach and departure patterns of aircraft. The landfill operator must incorporate bird management techniques or other practices to minimize bird hazards to airborne aircraft.
- (5) *Obstruction lighting.* Notwithstanding the preceding provisions of this section, the owner of any structure over one hundred fifty (150) feet above ground level shall install lighting on such structure in accordance with Federal Aviation Administration Advisory Circular 70/7460-1 and amendments thereto. Additionally, the high-intensity white obstruction lights shall be installed on a high structure which exceeds seven hundred forty-nine (749) feet above mean sea level. The high-intensity white obstruction lights must be in accordance with Federal Aviation Administration Advisory Circular 70/7460-1 and amendments thereto.
- (6) *Hazard marking and lighting.* Any permit or variance granted shall require the owner to mark and light the structure in accordance with FAA Advisory Circular 70/7460-1 or subsequent revisions. The permit may be conditioned to permit Escambia County or the city at its own expense, to install, operate and maintain such markers and lights as may be necessary to indicate to pilots the presence of an airspace hazard if special conditions so warrant.
- (7) *Nonconforming uses.* The regulations prescribed by this subsection shall not be construed to require the removal, lowering or other

changes or alteration of any existing structure not conforming to the regulations as of the effective date of this chapter. Nothing herein contained shall require any change in the construction or alteration of which was begun prior to the effective date of this chapter, and is diligently prosecuted and completed within two (2) years thereof.

Before any nonconforming structure may be replaced, substantially altered, repaired or rebuilt a permit must be secured from the building official. No permit shall be granted that would allow the establishment or creation of an airport hazard or permit a nonconforming structure to become a greater hazard to air navigation than it was as of the effective date of this chapter. Whenever the building official determines that a nonconforming use or nonconforming structure has been abandoned or that the cost of repair, reconstruction, or restoration exceeds the value of the structure, no permit shall be granted that would allow said structure to be repaired, reconstructed, or restored except by a conforming structure.

(B) Airport Obstruction Notification Zone

- (1) Purpose: The purpose of the Airport Obstruction Notification Zone is to regulate obstructions to air navigation which affects the safe and efficient use of navigable airspace or the operation of planned or existing air navigation and communication facilities.
- (2) Location and map of zone: An Airport Obstruction Notification Zone is established around Pensacola International Airport (PNS) and consists of an imaginary surface extending from any point of PNS runway at a slope 100 to 1 for a horizontal distance of 20,000 ft. and a height of 200 above ground level. The Airport Obstruction Notification Zone map may be reviewed annually by the Airport staff and updated/amended by the Airport Executive Director as needed to ensure currency.
- (3) Development Compliance: No object, structure, or alteration to a structure will be allowed within an Airport Obstruction Notification Zone at a slope exceeding 100 to 1 for a horizontal distance of 20,000 from the nearest PNS runway or 200 feet above ground level without an approved Permit issued by the Building Inspections Department.

(Ord. No. 12-03, § 3, 5-8-03)

Sec. 12-11-3. - Structure Permit

(A) Permitting

- (1) Building Inspection Services (BIS) will make the initial determination with respect to whether proposed development exceeds

the height and surface within the Airport Obstruction Notification Zone based upon on the maps in Appendix C as an element of the zoning, development order and building permit application process. If BIS determines the proposed development, including associated use of temporary construction equipment, exceeds an Airport Obstruction Notification Zone surface or height threshold, then the applicant is required to obtain a Structures Permit from BIS prior to the issuance of any further development orders or permits. This provision applies to all development or improvements to land, including new development, redevelopment, building or use modifications etc.

(2) The permitting procedures for a Structures Permit are outlined as follows. If a structures permit application is deemed necessary by BIS as determined through the use of the Airport Obstruction Notification Zone map, the following procedures will apply:

- a. PSD will give a written notice to the applicant that a Structures Permit is required and that no further permits or development orders can be issued until a Structures Permit is obtained.
- b. The applicant must then submit a completed Structures Permit application to Inspections Services, 222 W. Main Street, Pensacola, FL 32502. The BIS will complete a sufficiency review and then route the application to Pensacola International Airport. The Airport will review the application, and provide comment within a timely manner.
- c. Upon receipt of a complete permit application, BIS shall provide a copy of the application to the Florida Department of Transportation's (FDOT) aviation office by certified mail, return receipt requested, or by a delivery service that provides a receipt evidencing delivery. To evaluate technical consistency with this subsection, the department shall have a 15-day review period following receipt of the application, which must run concurrently with the local government permitting process. Cranes, construction equipment, and other temporary structures in use or in place for a period not to exceed 18 consecutive months are exempt from the FDOT's review, unless such review is requested by the department. Temporary structures are still to be reviewed by the PSD.

(3) In determining whether to issue or deny a permit, BIS will consider the following, as applicable:

- a. The safety of persons on the ground and in the air.
- b. The safe and efficient use of navigable airspace.
- c. The nature of the terrain and height of existing structures.

- d. The effect of the construction or alteration on the state licensing standards for a public-use airport contained in chapter 330 and rules adopted thereunder.
- e. The character of existing and planned flight operations and developments at public-use airports.
- f. Federal airways, visual flight rules, flyways and corridors, and instrument approaches as designated by the Federal Aviation Administration.
- g. The effect of the construction or alteration of the proposed structure on the minimum descent altitude or the decision height at the affected airport.
- h. The cumulative effects on navigable airspace of all existing structures and all other known proposed structures in the area

(4) Approval of a permit will not be based solely on the determination by the Federal Aviation Administration that the proposed structure is not an airport hazard. (C) *Appeals and variances.* Appeals and variances from the provisions of this chapter shall be considered by the zoning board of adjustment established in section 12-13-1 in accordance with the procedures established in section 12-12-2. The Florida Department of Transportation (FDOT) shall be notified of all variance requests from the provisions of this chapter.

Sec. 12-11-3. - Sound level reduction.

It is hereby declared that the purpose of this section is to provide for the health, safety and welfare of the general public located in proximity to the Pensacola Regional Airport by establishing standards for construction materials for sound level reduction with respect to exterior noise resulting from the legal and normal operations at the Pensacola Regional Airport. This section establishes noise zones in the vicinity of Pensacola Regional Airport; establishes permitted land uses and construction materials in these noise zones; and establishes notification procedures to prospective purchasers of real estate within the noise zones.

(A) *Noise zones.*

(1) *Establishment of noise zones.* There are hereby created and established three (3) land use noise zones; zone A, zone B, and zone C. Such zones are shown on the airport noise zone maps, dated November 1993, for the City of Pensacola and Escambia County which are adopted by reference and are on file and available for review at the city planning office. The noise zones contained herein are based on the Pensacola Regional Airport FAR part 150 Study adopted in 1990.

(2) *Definition of noise zone boundaries.*

- (a) Zone A. A land use noise zone is hereby established and designated as zone A, being that area commencing at the outer boundary line indicated on the noise zone map as "B" and extending outward therefrom to the furthestmost boundary line indicated on the noise zone map. The outer contour of noise zone A approximates a noise level of 65 Ldn.
 - (b) Zone B. A land use noise zone is hereby established and designated as zone B, being that area commencing at a boundary line indicated on the noise zone map as the outer boundary line of noise zone C and extending outward therefrom to a boundary line indicated on the noise zone map as "A." The outer contour of noise zone B approximates a noise level of 70 Ldn.
 - (c) Zone C. A land use noise zone is hereby established and designated as zone C, being that area commencing at the outermost boundary line of the airport and extending outward therefrom to a boundary line indicated on the noise zone map as "B." The outer boundary line of noise zone C approximates a noise level of 75 Ldn.
- (3) *Definition of overflight areas.* Overflight areas are those areas that lie directly below and five hundred (500) feet on either side of the centerline of runways 17/35 and 08/26 and extend three thousand (3,000) feet from the runway ends. No new residential construction will be allowed in these overflight areas.
- (4) *Noise zone boundaries.* The boundaries of noise zones A, B, and C are depicted on the airport impact district map located in the city planning office. A complete legal description of the boundaries of each noise zone is on file in the city clerk's office and the Department of Planning and Neighborhood Development. In determining the location of noise zone boundaries on the map accompanying and made a part of these regulations, the following rules shall apply:
- (a) Where boundaries are shown to follow streets or alleys, the centerline of such streets or alleys, as they exist at the time of adoption of these regulations shall be the noise zone boundary; or
 - (b) Where boundaries are shown to enter or cross platted blocks, property lines of lots, as they exist at the time of adoption of these regulations, shall be the noise zone boundary; or
 - (c) Notwithstanding the above, where a noise zone boundary line is shown dividing a platted lot, the location of such boundary, unless the same is indicated by dimensions, shall be determined by use of the legal description appearing in this chapter. Where a noise zone boundary line divides a lot into equal sections, the higher noise zone requirements shall apply. If a lot is divided into unequal sections, the noise zone shall be the same as that in the largest section;
 - (d) Where a noise zone boundary line is shown dividing an unsubdivided piece of property, less than ten (10) acres in

area, into equal sections, the higher zoning classification shall regulate. If this acreage is divided into unequal sections, the noise zone shall be the same as that in the largest section; or

(e) Where boundaries are shown on unsubdivided property, ten (10) or more acres the location shall be determined by scale shown on the map unless dimensions are given on the map.

(B) *Land use activities permitted and restricted.* Residential land uses shall be permitted in the several noise zones as provided in Table 12-11.1, and residential uses and other types of land uses shall be permitted as specified in section 12-2-11.

(C) *Noise reduction standards, methods and construction list.* The provisions of this subsection shall apply to new construction and moving of buildings into said noise zones A, B and C, as described herein. Noise reduction standards, construction and methods are specified in Appendix G of the Part 150 study, which is available for review in the Inspection Services Department.

(1) *Noise Zone A.* Appendix G of the Part 150 Study recommends a sound reduction twenty-five (25) decibels (dB) for residential construction within the 65–70 Ldn noise contour. The standards specified in Appendix G for a reduction of twenty-five (25) dB are recommended in Noise Zone A.

(2) *Noise Zone B.* Appendix G of the Part 150 Study recommends a sound reduction of thirty (30) decibels (dB) for residential construction within the 70–75 Ldn noise contour. The standards specified in Appendix G for a reduction of thirty (30) dB are required in Noise Zone B.

(3) *Noise Zone C.* No residential construction is permitted in Noise Zone C within the city.

Any existing residence may be added to, structurally altered or repaired without conforming to the referenced specifications provided the property owner signs a waiver acknowledging notification of said specifications.

TABLE 12-11.1
PENSACOLA REGIONAL AIRPORT NOISE IMPACT DISTRICT
RESIDENTIAL LAND USE GUIDANCE CHART

Land Use Guidance Zones (LUG)	Noise Exposure Class	Ldn Day-Night Average Sound Level	Pensacola Residential Development Guidelines	Suggested Noise Controls
A	Minimal Exposure	65 to 70	Normally Acceptable	Normally no Special Considerations, Suggest

				Noise Attenuation Materials
B	Moderate Exposure	70 to 75	Provisionally Acceptable	Site Specific Analysis, Aviation Easements, Sound Level Reduction Measures
C	Significant Exposure	75 and Higher	Unacceptable	No Additional Residential Development, Containment Within Airport Boundary or Compatible Non-Residential Land Use
NOTES:				
1. This chart has been tailored to the specific conditions at Pensacola Regional Airport.				
2. See Chapter 12-14 for definition of terms.				

(D) *Filing of maps.* Maps depicting noise impacted areas shall be available for public inspections at the Department of Planning and Neighborhood Development, and delivered for filing in the office of the County Comptroller of Escambia County.

(Ord. No. 5-94, § 1, 1-27-94)

Sec. 12-11-4. - Administration and enforcement.

It shall be the duty of the building official to administer and enforce the regulations prescribed in this chapter within the territorial limits over which the city has jurisdiction. Prior to the issuance or denial of a tall structure permit by the building official, the Federal Aviation Administration must review the proposed structure plans and issue a determination of hazard/no hazard. In the event that the building official finds any violation of the regulations contained herein, he shall give written notice to the person responsible for such violation. Such notice shall indicate the nature of the violation and the necessary action to correct or abate the violation. The building official shall, prior to granting approval of any alternate materials other than those listed in the noise reduction materials, methods and construction list,

require a qualified acoustical consultant to certify, at the owner's expense, that the alternate materials and methods are either equal to or greater than the noise reduction capabilities of the materials and methods itemized in the approved noise reduction materials, methods and construction list.

Sec. 12-11-5. - Appeals.

An appeal from any interpretation or administrative decision of the building official may be taken, and requests for variance or exception may be made to the zoning board of adjustment as provided in section 12-12-2 of this title.

- (a) A person, a political subdivision or its administrative agency, or a joint airport zoning board that contends a decision made by a political subdivision or its administrative agency is an improper application of airport zoning regulations may use the process established for an appeal.
- (b) All appeals must be made within a reasonable time as provided by the rules of the zoning board of adjustment. The building official shall forthwith transmit to the board of adjustment all the papers constituting the record upon which the appeal was taken.
- (c) An appeal shall stay all proceedings in the furtherance of the action appealed unless the building official certifies to the zoning board of adjustment, after the notice of appeal has been filed that by reason of the facts stated in the certificate, a stay would cause imminent peril to life or property. In such case, proceedings shall not be stayed except by order of the zoning board of adjustment on notice to the building official and after due cause is shown.
- (d) The zoning board of adjustment shall fix a reasonable time for hearings appeals, give public notice and due notice to the interested parties and render a decision within a reasonable time. The zoning board of adjustment shall notify in writing, the airport manager and NAS facilities management office of all meetings. During the hearing, any party may appear in person, by agent, or by attorney.
- (e) The zoning board of adjustment may, in conformity with the provisions of this chapter, reverse or affirm, in whole, or in part, or modify, the order, requirement, decision or determination, as may be appropriate under the circumstances.

Sec. 12-11-6. - Future uses.

No change shall be made in the use of land, and no structure shall be altered or otherwise established in any zone hereby created except in accordance with this chapter.

Sec. 12-11-7. - Variances.

A variance may be granted by the zoning board of adjustment where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the regulations would result in unnecessary and undue hardship, and would prevent the substantial enjoyment of property rights as shared by nearby properties which do conform to this chapter.

Sec. 12-11-8. - Exemptions.

All single-family development proposals located in ATZ-1 and ATZ-2 zones in existing subdivisions are exempt from the provisions of this chapter, except for section 12-11-2 and 12-11-3(C).

Sec. 12-11-9. - Required reevaluation.

Permitted use, regulations of land and other development requirements set forth in this chapter shall be reviewed within one year of the date of completion of the update to the airport master plan. This review shall be undertaken to determine if any parts herein require amendment in order to be made consistent with the most current airport master plan. When such amendment is deemed necessary, it will be promulgated by official city council action, with due public notice.

SECTION 2. Section 12-14-1 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

CHAPTER 12-14. DEFINITIONS

[Sec. 12-14-1. - Definitions enumerated.]

As used in this title and unless the context clearly indicates otherwise:

Abandonment means to cease or discontinue a use or activity without intent to resume, but excluding temporary or short-term interruptions to a use or activity during periods of remodeling, maintaining, or otherwise improving or rearranging a facility, or during normal periods of vacation or seasonal closure.

Abut means having property or district lines in common.

Access management means a method whereby non-residential property owners limit the number of driveways or connections from individual parcels of property to the major thoroughfare.

Accessory residential unit means an accessory structure built or a portion of a single-family dwelling unit which is converted into a separate housing unit subject to regulations in section 12-2-52 and which may be rented.

Accessory office unit means an accessory structure built or a portion of a single-family dwelling unit which is converted into a separate

office unit subject to regulations in section 12-2-51 and which may be rented.

Accessory use means a use or structure which:

- (a) Is clearly incidental to, customarily found in association with, and serves a principal use;
- (b) Is subordinate in purpose, area, or extent to the principal use served; and
- (c) Is located on the same lot as the principal use or on an adjoining lot in the same ownership as that of the principal use.

Addition (to an existing building) means any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common load-bearing wall other than a fire wall. Any walled and roofed addition which is connected by a fire wall or is separated by independent perimeter load-bearing walls is new construction.

Adjacent means any property that is immediately adjacent to, touching, or separated from such common border by the width of a right-of-way, alley, or easement.

Adult entertainment establishment means an adult motion picture theater, a leisure spa establishment, an adult bookstore, or an adult dancing establishment.

Airport means any area of land or water designed and set aside for the landing and taking off of aircraft and used or to be used in the interest of the public for such purpose.

Airport hazard means an obstruction to air navigation which affects the safe and efficient use of navigable airspace or the operation of planned or existing air navigation and communication facilities.

Airport obstruction zone means any area of land or water upon which an airport hazard might be established.

Airport protection zoning regulations means airport zoning regulations governing airport hazards.

Alleys are roadways which afford only a secondary means of access to abutting property and not intended for general traffic circulation.

Alteration means any change or rearrangement in the supporting members of an existing building, such as bearing walls, columns, beams, girders or interior partitions, as well as any change in doors or windows, or any enlargement to or diminution of a building or structure, whether horizontally or vertically.

Amusement machine complex means a group of three (3) or more amusement games or other amusement machines, in the same place, location or premises.

Anchoring system means an approved system of straps, cables, turnbuckles, chains, ties or other approved materials used to secure a manufactured home.

Animal clinic, veterinary clinic means an establishment where small animals are admitted for examination and treatment by one or more persons practicing veterinary medicine. Animals may be boarded or lodged overnight provided such activity is totally confined within the building. No outside pens or runs shall be allowed. See: Kennel.

NOTE: Small animals shall be deemed to be ordinary household pets excluding horses, monkeys, or other such animals not readily housed or cared for entirely within the confines of a residence.

Antenna means any exterior transmitting or receiving device mounted on a tower, building or structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals or other communication signals.

Antenna array means one (1) or more personal wireless antennas used by a single service provider and designed and installed at the same site in such a way as to operate as a unit.

Antenna support structure means a guyed or lattice-work tower that is designed and constructed for the sole purpose of supporting one (1) or more personal wireless antennas.

Apartment house. See: Dwelling, multiple.

Automobile repair. See: Garage, mechanical.

Appeal means a request for a review of the building official's interpretation of any provision of this title or a request for a variance.

Bar means a structure or part of a structure in which the principal business is the sale or dispensing of alcoholic beverages for consumption on the premises. This term includes lounges, taverns, pubs, bottle clubs, etc.

Bed and breakfast facility means an accessory use in which no more than four (4) rooms or lodging units and breakfast service only is provided to guest clients, for lengths of stay ranging from one night to seasonal, by the owner of the principal structure living on-site.

Block means a parcel of land entirely surrounded by public streets, watercourse, railway, right-of-way, parks, etc., or a combination thereof.

Boardinghouse, lodging house means a dwelling other than an apartment, commercial hotel or motel where, for compensation and by prearrangement for definitive periods, lodging, or lodging and meals are provided for five (5) or more persons; and which is subject to licensing by the Division of Hotels and Restaurants of the Florida Department of Business Regulations as a rooming or boarding house.

Boats and boat trailers means a vessel or craft for use on the water which is customarily mounted upon a highway vehicle designed to be hauled by an automobile vehicle.

Boat sales and service shop means an establishment primarily engaged in the sale or repair of boats, marine engines, marine equipment, and any similar services.

Buffer yard means a ten-foot strip of yard along the property line(s) used to visibly separate incompatible land uses and/or zoning districts as regulated through provisions established in section 12-2-32.

Buildable area means area inside building setback lines.

Building means any structure built for support, shelter, or enclosure for any occupancy or storage.

Building coverage means the area of a site covered by all principal and accessory buildings.

Building height means the vertical distance of a building measured from the average elevation of the finished grade to the highest point of the roof, except in a special flood hazard area where the height of a building is measured from an elevation established three (3) feet above the required base flood elevation.

Building official means the individual responsibility for conducting inspections and issuing permits under the Standard Building Code as amended.

Building setback line means that line that is the required minimum distance from the street right-of-way or any other lot line when measured at right angles that establishes the area within which the principal structure must be erected or placed.

Cabana means a beach or pool-side shelter, usually with an open side facing the water.

Camping trailer means a vehicular portable structure mounted on wheels, constructed with collapsible partial side walls of fabric, plastic, or other material for folding compactly while being drawn by another vehicle and when unfolded at the site or location, providing temporary living quarters, and which is designed for recreation, travel, or camping purposes.

Car wash means a building, or portion thereof, where automobiles are washed, including self-service car washes.

Cemetery means land used or intended to be used for the burial of the dead and dedicated for cemetery purposes and including, the sale of burial plots, columbariums and mausoleums, in addition to the operations of a funeral chapel, management office and maintenance facility when operated in conjunction with and within the boundary of such cemetery.

Incidental cemetery functions shall include the sale of interment rights, caskets, funeral services, monuments, memorial markers, burial vaults, urns, flower vases, floral arrangements and other similar merchandise and services when limited for use in the cemetery in which they are sold. Manufacturing of these items shall be prohibited on the cemetery premises. No outdoor retail displays shall be permitted except for monuments and memorial markers.

No portions of the cemetery or accessory buildings shall be used for purposes of embalming and cremation or the performance of other services used in preparation of the dead for burial.

Certificate of occupancy means official certification by the building official that a building conforms to provisions of the zoning ordinance and technical codes, and may be used or occupied. Such certificate is granted for new construction or for a change of occupancy classification in an existing non-residential building. A building or part thereof may not be occupied unless such certificate is issued.

Chapel means a structure whose primary use is assembly for religious purposes.

Child care center. See: Day Care Center.

Childcare facility. Any childcare center or childcare arrangement which provides childcare for more than five (5) children unrelated to the operator and which receives a payment, fee, or grant for any of the children receiving care, wherever operated, and whether or not operated for profit. Examples of a childcare facility include the following:

Drop-in child care means childcare which is provided occasionally in a childcare facility in a shopping mall or business establishment where a child is in care for no more than a four-hour period and the parent remains on the premises of the shopping mall or business establishment at all times. Drop-in childcare arrangements shall meet all requirements for a childcare facility unless specifically exempted.

Evening childcare means childcare provided during the evening hours of 6:00 p.m. to 7:00 a.m. to accommodate parents who work evenings and late-night shifts.

Family day care home means an occupied residence in which childcare is regularly provided for children from at least two (2) unrelated families and which receives a payment, fee, or grant for any of the children receiving care, whether or not operated for profit. A family day care home shall be allowed to provide care for one of the following groups of children, which shall include those children under thirteen (13) years of age who are related to the caregiver: a) A maximum of four (4) children from birth to twelve (12) months of age. b) A maximum of three (3) children from birth to twelve (12) months of age, and other children, for a maximum total of six (6) children. c) A maximum of six (6) preschool children if all are older than twelve (12) months of age. d) A maximum of ten (10) children if no more than five (5) are under preschool age and, of those five (5), no more than two (2) are under twelve (12) months of age.

Large family child care home means an occupied residence in which child care is regularly provided for children from at least two (2) unrelated families, which receives a payment, fee, or grant for any of the children receiving care, whether or not operated for profit, and which has at least two (2) full-time child care personnel on the

premises during the hours of operation as defined in the Florida Statutes.

Churches and religious institutions. A building or structure, or groups of buildings or structures, which by design and construction are primarily intended for the conducting of organized religious services and accessory uses associated therewith. Includes temples, synagogues or other places of assembly for the purposes of organized religion.

Clearing or clearing and grubbing means removal of vegetation such as tree stumps, shrubs and roots from the land, but shall not include mowing.

Clinic means a building designed and used for the medical and surgical diagnosis and treatment of patients under the care of doctors and nurses.

Cluster development. A form of development for residential subdivisions that permits a reduction in lot area and setback requirements, provided there is no increase in the density of residential units permitted within the future land use district and the resultant land area is devoted to open space.

Coastal high hazard area means the evacuation zone for a Category 1 hurricane as established in the most current hurricane evacuation study for the area.

Commercial communications antenna means a surface from which television, radio, or telephone communications signals are transmitted or received, but which is neither (i) used primarily for the provision of personal wireless services nor (ii) used exclusively for dispatch communications. The term also includes any microwave or television dish antenna.

Commercial communications tower means a structure on which may be mounted one (1) or more antennas intended for transmitting or receiving television, radio, or telephone communications, but which is neither (i) used primarily for the provision of personal wireless services nor (ii) used exclusively for dispatch communications.

Commercial mobile service means any mobile service that is provided for profit and makes interconnected service available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public.

Commercial vehicle means any motor vehicle, trailer, or semi-trailer designed or used to carry passengers, freight, materials, or merchandise in the furtherance of any commercial enterprise.

Commercial vehicle--Large means any commercial vehicle greater than seven (7) feet wide, seven (7) feet high or twenty-five (25) feet long including but not limited to the following: construction equipment (bulldozers, graders etc.) semi-tractors and/or trailers, moving vans, delivery trucks, flat-bed and stake-bed trucks, buses (except school buses), and similar vehicles over seven (7) feet wide, seven (7) feet high or twenty-five (25) feet long.

Commercial vehicle-Small means any commercial vehicle less than or equal to seven (7) feet wide, seven (7) feet high or twenty-five (25) feet long including but not limited to the following: automobiles, pick-up trucks, sport utility vehicles, vans, and other vehicles which are also commonly used as personal vehicles.

Communications tower means a commercial communications tower or a personal wireless tower.

Community correctional center means any residential or non-residential facility described in F.S. § 944.033, created to supervise offenders on probation and/or facilitate the reintegration of state inmates back into the community by means of participation in various work-release, study-release, community service, substance abuse treatment and other rehabilitative programs. This includes all non-residential and residential offender facilities licensed and operated by the State of Florida Department of Corrections or the Federal Bureau of Prisons.

Community residential home means a dwelling unit licensed to serve clients of the Department of Health and Rehabilitative Services, which provides a living environment for up to fourteen (14) unrelated residents who operate as the functional equivalent of a family, including such supervision and care by support staff as may be necessary to meet the physical, emotional and social needs of the residents. Types of community residential homes include the following: adult congregate living facilities; adult foster homes; residential treatment facilities for alcohol, drug abuse and mental health services; residential child care agency facilities (excluding runaway and emergency shelters, family foster and maternity homes); intermediate care facilities for the mentally retarded/developmentally disabled; foster care facilities; and group homes.

Comprehensive plan means the Comprehensive Plan for the City of Pensacola and any amendment thereto.

Concurrency means the provision of the necessary public facilities and services required to maintain the adopted level of service standards at the time the impacts of development occur.

Concurrency monitoring report means the data collection, processing, and analysis performed by the City of Pensacola to determine impacts on the established levels of service for potable water, sanitary sewer, drainage, solid waste, recreation and open space, roads, and mass transit. For traffic circulation: data collection, processing, and analysis will be utilized to determine traffic concern areas and traffic restriction areas in addition to impacts on the established levels of service. The traffic circulation data maintained by the concurrency management monitoring report shall be the most current information available to the city.

Conditional use means a use allowed in a particular zoning district only upon complying with all the standards and conditions as specified in the regulations and approved by city council.

Condominium means ownership in fee simple of a dwelling unit, and the undivided ownership, in common with other purchasers, of the common elements in the development.

Construction (Chapter 12-9, Stormwater Management and Control of Erosion, Sedimentation and Runoff) means any on-site activity which will result in the creation of a new stormwater discharge facility, including the building, assembling, expansion, modification or alteration of the existing contours of the site, the erection of buildings or other structures, or any part thereof, or land clearing.

Contiguous means next to, abutting, or touching and having a boundary or portion thereof, which is coterminous.

Cross access driveways mean a method whereby access to property crosses one or more adjoining parcels of property. Cross access driveways will generally be placed at the rear of these properties, but are not limited to that method.

Crown means the main point of branching or foliage of a tree or the upper portion of a tree.

Cul-de-sac means a street terminated at the end by a vehicular turnaround.

Day care center means any establishment which provides care for the day for more than five (5) persons unrelated to the operator and which received a payment, fee or grant for any of the persons receiving care wherever operated and whether or not operated for profit. The term "day care center" shall include child care center, day nursery, day care service and day care agency.

Decision height means the height at which a decision must be made, during an ILS instrument approach, to either continue the approach or to execute a missed approach.

Deck means a flat floored roofless area adjoining a house.

Dense business area means all of that portion of the corporate limits of the city lying south of the north line of Wright Street, west of the east line of Alcaniz Street, east of the west line of Spring Street to the north line of Garden Street and east of the west line of "A" Street south of the north line of Garden Street and the area encompassed in the Gateway Redevelopment District, those properties located on the north side of Heinberg Street between the east line of 9th Avenue and the west line of 14th Avenue, and C-2A Downtown Retail Commercial District, but excluding all areas zoned HC-1 (Historical Commercial District) and GRD-1 (Gateway Redevelopment District, Aragon redevelopment area).

Density means the number of dwelling units per acre of land. Density figures will be computed by dividing the total number of dwelling units in a contiguous parcel by the total number of acres in a contiguous parcel.

Detention means collection and storage of stormwater for treatment through physical, chemical or biological processes and for attenuating peak discharge with subsequent gradual controlled discharge.

Detention pond (basin) means a storage facility for the detention of stormwater.

Developable area means the total area of a lot or parcel, excluding public rights-of-way.

Development or development activity means:

- (a) The construction, installation, alteration, or removal of a structure, impervious surface, or stormwater management facility; or
- (b) Clearing, scraping, grubbing, killing, or otherwise removing the vegetation from a site; or
- (c) Adding, removing, exposing, excavating, leveling, grading, digging, burrowing, dumping, piling, dredging, mining, drilling or otherwise significantly disturbing the soil, mud, sand or rock or a site; or
- (d) The modification or redevelopment of a site.

Development order means any order granting, denying, or granting with conditions an application for a development permit.

Development permit means any permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of the land.

Development plan; site plan means a plan, prepared to scale as regulated in section 12-2-81, showing accurately and with complete dimensioning, the boundaries of a site, and the location of all buildings, structures, uses and principal site development features proposed for a specific parcel of land.

Discharge (section 12-2-26, Wellhead Protection) means, but is not limited to, any spilling, leaking, seeping, pouring, misapplying, emitting, emptying or dumping of any pollutants prohibited by lawful statutes or regulation which occurs and which affects surface and ground waters.

Discharge (Chapter 12-9, Stormwater Management and Control of Erosion, Sedimentation and Runoff) means volume of fluid per unit time flowing along a pipe or channel from a project, site, aquifer, stormwater management facility, basin, discharge or outfall point.

Dormitory means a building used as group living quarters for a student body or religious order as an accessory use for a college university, boarding school, orphanage, convent, monastery, or other similar institutional use.

Drain means a channel, pipe or duct for conveying surface, groundwater or wastewater.

Drainage means surface water runoff; the removal of surface water or groundwater from land by drains, grading or other means which include runoff controls, to minimize erosion and sedimentation during and after construction or development.

Drainage area basin means a catchment area drained by a watercourse or providing water for a reservoir.

Dredging means a method for deepening streams, wetlands or coastal waters by excavating solids from the bottom.

Dripline means the circumference of the tree canopy extended vertically to the ground.

Driveways:

(a) Mean any privately owned way or place used for vehicular travel by the owner and those having express or implied permission from the owner, but not by other persons. It shall not include an extension or parking apron that may be an extension of a "driveway."

(b) Mean the connections or curb cuts that permit vehicular access to a site from the roadway.

Dry cleaners means an establishment which cleans and/or dries garments and similar materials using water and/or chemical liquids or solvents.

Dwelling, dwelling unit means an enclosure of one or more rooms and separate bathroom and kitchen facilities designed and constructed as a unit for permanent residential occupancy by one family.

Dwelling, multifamily means a building designed, constructed or reconstructed and used for three (3) or more dwelling units, with each dwelling unit having a common structural or load-bearing wall of at least ten (10) linear feet with any other dwelling unit on the same floor or building level.

Dwelling, single-family means a building designed, constructed or reconstructed and used for one dwelling unit.

- *Attached.* A single-family dwelling that is connected on at least one side by means of a common dividing structural or load-bearing wall of at least ten (10) linear feet to one or more other single-family dwellings, or the end dwelling of a series of such dwellings, each dwelling unit on its own individual lot.
- *Detached.* A single-family dwelling which is completely surrounded by permanent open spaces.

Dwelling, two-family (duplex) means a building designed, constructed or reconstructed and used for two (2) dwelling units that are connected by a common structural or load-bearing wall of at least ten (10) linear feet.

Easement means a grant by the property owner of a nonpossessing right of use of his land by another party for a specific purpose.

Enforcing officer means the mayor or duly authorized representative.

Emergency circumstances means the situation which exists when a single-family residence of a person or persons residing in the city is

destroyed by a fire or other disaster to the extent that said person or persons are unable to continue residency in said residence until it is repaired or rebuilt.

Emergency health situation means any situation involving sickness or other physical disability of an individual to the extent that he or she requires the assistance of another individual to attend to his or her personal needs, and the use of a manufactured home becomes necessary or desirable in order to care for such individual.

Engineer means a person who is registered to engage in the practice of engineering under F.S. §§ 471.001-471.039, who is competent in the field of hydrology and stormwater pollution control; includes the terms "professional engineer" and "registered engineer."

Equipment cabinet means an enclosed shed or box at the base of a personal wireless tower or associated with a personal wireless antenna within which are housed, among other things, batteries and electrical equipment.

Erosion means the washing away or scour of soil by water or wind action.

Family means one or more persons occupying a dwelling unit and using common utility services, provided that unless all members are related by blood or marriage, no such family shall contain over four (4) persons.

Filling station. See: Service station.

Floor means the top surface of an enclosed area in a building (including basement), i.e., top of slab in concrete slab construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking vehicles.

Floor area, gross means the sum of all floors of a building as measured to the outside surfaces of exterior walls and including halls, elevator shafts, stairways, interior balconies, mezzanines, open porches, breezeways, mechanical and equipment rooms and storage rooms. Enclosed parking and loading areas below or above grade are excluded from gross floor area.

Floor area, net means the total of all floor areas of a building, excluding halls, elevator shafts, stairways, open porches, breezeways, mechanical and equipment rooms, storage rooms, enclosed parking and loading spaces, and other areas not intended for human habitation or service to the public.

Foundation siding/skirting means a type of wainscoting constructed of fire and weather resistant material enclosing the entire undercarriage of a manufactured home.

Fraternity house, sorority house, or student cooperative means a building occupied by and maintained exclusively for students affiliated with an academic or professional college or university or other recognized institution of higher learning and regulated by such institution.

Frontage means all the property abutting on one side of a street measured along the street line.

Funeral parlor, funeral home means a building used for the preparation of the deceased for burial and the display of deceased and ceremonies connected therewith before burial or cremations. The building may contain space for the storage and display of caskets, funeral urns, and other funeral supplies.

Furniture manufacturing/repair shop means an establishment primarily engaged in the manufacturing and repairing of furniture including cabinets, tables, desks, beds and any similar items.

Garage, residential means building or area used as an accessory to or part of a main building permitted in any residential district, providing for the storage of motor vehicles, and in which no business occupation, or service for profit is in any way conducted.

Garage, parking or storage means any building or premises except those described as a private garage used for the storage of automobiles. Services other than storage shall be limited to refueling, lubrication, washing, waxing and polishing.

Garage, mechanical means buildings where the services of a service station may be rendered, i.e., maintenance, service and repair of automobiles, not to include body work, painting, storage for the purpose of using parts or any other activity which may be classified as a junk yard.

Gas station. See: Service station.

Golf course means a tract of land for playing golf, improved with tees, greens, fairways, hazards and which may include clubhouses and shelters. See golf driving range and golf, miniature.

Golf, miniature means a simplified version of golf, played on a miniature course.

Greenhouse means a structure used for the cultivation or protection of tender plants.

Greenhouse, commercial means a structure in which plants, vegetables, flowers and similar materials are grown for sale.

Ground cover means low growing plants planted in such a manner as to form a continuous cover over the ground (e.g., Confederate Jasmine, English Ivy or other like plants).

Health club, spa, exercise center means an establishment for the exercise and improvement of health, with or without specialized equipment.

Home occupation means an accessory use of a service character customarily conducted within a dwelling by the resident thereof, which is clearly secondary to the use of the dwelling for living purposes and which does not change the character thereof or have any exterior evidence of such secondary use and in connection therewith is not involved in the keeping of a stock-in-trade.

Hospital means a building designed and used for the medical and surgical diagnosis, treatment and housing of persons under the care of doctors and nurses.

Hotel means a building in which lodging, or boarding and lodging, are provided and offered to the public for compensation.

Impervious surface means a surface covered by an impermeable, nonporous material including concrete, asphalt, wood, metal, plastic, fiberglass, compacted clay, and other substances.

Industrial laundry means an establishment which provides industrial type cleaning, including linen supply, rug and carpet cleaning, and diaper service.

Industry, heavy means a use engaged in the basic processing and manufacturing of materials or products predominately from extracted or raw materials, or a use engaged in storage of, or manufacturing processes using flammable or explosive materials, or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions.

Industry, light means a use engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, packaging, incidental storage, sales, and distribution of such products, but excluding basic industrial processing.

Interstate corridor means the area within one hundred twenty-five (125) feet of either side of the rights-of-way of Interstate Highways I-10 or I-110.

Irrigation system means the water supply system used to irrigate the landscaping consisting of an underground sprinkler system, outlets for manual watering, or other appropriate technology.

Joint or shared access driveways mean a method whereby adjoining property owners share a common driveway. These driveways will generally be placed along a common property line, but are not restricted to that method.

Joint, shared, and cross access systems mean the driveways and parking areas utilizing these methods.

Junkyard means a parcel of land used for the collecting, storage and/or sale of waste paper, rags, scrap metal or discarded material, or for the collecting, dismantling, storage, salvaging or sale of parts of machinery or vehicles not in running condition.

Kennel means an establishment which is licensed to house dogs, cats, or other household pets and where grooming, breeding, boarding, training, or selling of animals is conducted as a business. Outside pens and runs are allowed.

Land use means the specific purpose for which land or a building is designated, arranged, intended, or for which it is or may be occupied or maintained.

Ldn means a day/night average sound level which is the twenty-four-hour average sound level, in decibels on the A scale, obtained after the addition of ten (10) decibels to sound levels during the night from 10:00 p.m. to 7:00 a.m.

Landfill means any solid waste land disposal area for which a permit, other than a general permit, is required by s. 403.707 and which receives solid waste for disposal in or upon land. The term does not include a land-spreading site, an injection well, a surface impoundment, or a facility for the disposal of construction and demolition debris.

Landscape material means living material including, but not limited to, trees, shrubs, vines, lawn grass, ground cover; landscape water features; and nonliving durable material commonly used in landscaping, including but not limited to rocks, pebbles, sand, weed barriers including but not limited to polypropylene and jute mesh, brick pavers, earthen mounds, but excluding impervious surfaces for vehicular use. Fifty (50) percent of landscape material shall be living.

Laundromat means an establishment providing coin-operated washing and dry-cleaning machines on the premises.

Local business tax receipt inspection certificate means either (1) for a new building or a change of occupancy classification, a certificate of occupancy issued by the building official or (2) for an existing non-residential building, an official certification by the fire department that such building conforms to the NFPA 1, Fire Prevention Code, and may be used or occupied. Such certificate is granted for a change in tenancy, business ownership, or nature of use in existing non-residential buildings. With respect to existing buildings, such certificate shall mean only that, in the opinion of the official issuing the certificate, the building, or the part thereof for which the certificate is issued, is deemed to be in compliance with applicable codes. No such certificate shall be a warranty of code compliance.

Lodge means the hall or meeting place of a local branch or the members composing such a branch of an order or society.

Lot means a parcel, plot, or tract of land having fixed boundaries and having an assigned number, letter or other name through which it may be identified. For the purpose of this title the word "lot" shall be taken to mean any number of contiguous lots or portions thereof, upon which one or more main structures for a single use are erected or are to be erected.

Lot, corner means a lot abutting upon two (2) or more streets at their intersection.

Lot, interior means a lot other than a corner lot.

Lot, nonconforming means any lot which does not meet the requirements for minimum lot area, lot width, or yard requirements for any use, for the district in which such lot is located.

Lot, through means an interior lot having frontage on two (2) streets or corner lots having frontage on three (3) or more streets.

Lot coverage means the area of a site covered by all principal and accessory buildings and any parking areas, walkways, drives or other impervious surfaces.

Lot depth means the distance measured in the mean direction of the side line of the lot from midpoint of the front line to the midpoint of the opposite main rear line of the lot.

Lot of record means an area designated and owned as a separate and distinct parcel of land on a legally recorded deed as filed in the Public Records of Escambia County, Florida prior to July 24, 1965.

Lot lines means the property lines bounding a lot.

Lot width means the distance between the side lot lines measured along the street right-of-way lines or the building setback lines.

Maintenance means that action taken to restore or preserve structures, buildings, yards or the functional intent of any facility or system.

Major recreational equipment means all travel trailers, camping trailers, truck campers, motor homes, boats, boat trailers, racecars, utility trailers, dune buggies and similar recreational equipment.

Major subdivision. See: Subdivision.

Manufactured building, modular building means a closed structure, building assembly, or system of subassemblies, which may include structural, electrical, plumbing, heating, ventilating or other service systems manufactured in manufacturing facilities for installation or erection, with or without other specified components, as a finished building, or as part of a finished building, and bearing the insignia of approval of the Florida Department of Community Affairs. Manufactured buildings shall include, but not be limited to, residential, commercial, institutional, storage, and industrial structures. Manufactured buildings are permitted in any zoning district in the city. This does not include mobile homes or manufactured homes.

Manufactured home means a single-family dwelling unit fabricated on or after June 15, 1976 in an off-site manufacturing facility for installation or assembly at the building site, with each section bearing a seal certifying that it is built in compliance with the U.S. Department of Housing and Urban Development construction and safety standards (HUD Code). Manufactured homes fall into one or the following two (2) categories:

Residential Design Manufactured Home or *RDMH* means a manufactured home which meets certain residential design criteria described in section 12-2-62 and which is compatible with site-built dwellings.

Standard Design Manufactured Home or *SDMH* means a manufactured home which does not meet the residential design criteria.

Manufactured home park means a parcel of land under single ownership on which more than one manufactured home or space for such is located and available for rent or lease.

Marina means a place for docking boats and/or providing services to boats and the occupants thereof, including minor servicing and repair to boats while in the water, sale of fuel and supplies, and/or provision of food, beverages, and entertainment as accessory uses.

Martial art means pertaining to manual self-defense, unarmed, hand-to-hand combat including karate, judo and jujitsu.

Mean high water line means the line formed by the interaction of the tidal plane of mean high tide with the shore.

Minimum descent altitude means the lowest altitude, expressed in feet above mean sea level, to which descent is authorized on final approach or during circle-to-land maneuvering in execution of a standard instrument approach procedure where no electronic glide slope is provided.

Minimum obstruction clearance altitude means the specified altitude in effect between radio fixes or VOR airways, off-airway routes, or route segments which meets obstruction clearance requirements for the entire route segment and which assure acceptable navigational signal coverage only within twenty-two (22) miles of a VOR.

Mini-warehouse; mini-storage means a structure containing separate storage spaces of varying sizes leased or rented on an individual basis.

Minor subdivision. See: Subdivision.

Mobile home means a transportable, factory-built home, designed to be used as a year-round residential dwelling but not conforming to the definition of a manufactured home.

Mobile home park means a parcel of land under single ownership on which more than one mobile home or space for such is located and available for rent or lease.

Modular home. See: Manufactured building.

Monopole means a structure consisting of a single steel or concrete shaft that is designed and constructed for the sole purpose of supporting one (1) or more personal wireless antennas.

Mortuary means a place for the storage of human bodies prior to their burial or cremation.

Motel means a building in which lodging, or boarding and lodging, are provided and offered to the public in contradistinction to a boarding or lodging house, or a multiple-family dwelling, same as a hotel, except that the buildings are usually designed to serve tourists traveling by automobile, ingress to rooms need not be through a lobby or office, and parking usually is adjacent to each unit.

Motor home means a structure built on and made an integral part of a self-propelled motor vehicle chassis, designed to provide temporary living quarters for recreation, camping, and travel use.

Motor hotel. See: Motel.

Noise zones (See Chapter 12-11).

Noise zone A means an area of minimal noise exposure between the 65-70 Ldn noise contour in which land use is normally acceptable for construction of buildings which include appropriate noise attenuation measures.

Noise zone B means an area of moderate noise exposure between the 70-75 Ldn noise contour in which land use should require aviation easements and appropriate sound level reduction measures for the construction of buildings.

Noise zone C means an area of significant noise exposure within the 75 Ldn contour in which land use should be limited to activities that are not noise sensitive.

Nonconforming lot. See: Lot.

Nonconforming structure means any structure which does not meet the limitations on building size and location on a lot, for the district in which such structure is located.

Nonconforming use means any use of land which is inconsistent with the provisions of this chapter or amendments thereto.

Nonprecision instrument runway means a runway having a nonprecision instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment for which a straight-in, nonprecision instrument approach procedure has been approved or planned and for which no precision approach facilities are planned or indicated on an FAA planning document or military service's military airport planning document.

Nonresidential use means any use of land which is not defined as an office, commercial or industrial land use and which is permitted within a residential district, including public uses, churches, day care centers, etc.

Obstruction means any existing or proposed object, terrain, or structure construction or alteration that exceeds the federal obstruction standards contained in 14 C.F.R. part 77, subpart C. The term includes:

- (a) Any object of natural growth or terrain;
- (b) Permanent or temporary construction or alteration, including equipment or materials used and any permanent or temporary apparatus; or
- (c) Alteration of any permanent or temporary existing structure by a change in the structure's height, including appurtenances, lateral dimensions, and equipment or materials used in the structure.

Occupational license inspection certificate means either (1) for a new building or a change of occupancy classification, a certificate of occupancy issued by the building official or (2) for an existing non-residential building, an official certification by the fire department that such building conforms to the NFPA 1, Fire Prevention Code, and may be used or occupied. Such certificate is granted for a change in tenancy,

business ownership, or nature of use in existing non-residential buildings. With respect to existing buildings, such certificate shall mean only that, in the opinion of the official issuing the certificate, the building, or the part thereof for which the certificate is issued, is deemed to be in compliance with applicable codes. No such certificate shall be a warranty of code compliance.

Opacity means the degree of obscuration of light.

Opaque means the characteristic of excluding or screening visual contact.

Outbuilding means a building located to the rear of a lot, separate from the principal building, whose use is defined in the Urban Regulations section of the Aragon Design Code.

Outdoor storage means the storage or display outside of a completely enclosed building, of merchandise offered for sale as a permitted use or of equipment, machinery and materials used in the ordinary course of a permitted use. Items used in renovation or construction, where a building permit has been issued, are exempt from this definition for purposes of this title.

Parking lot means an area or plot of land used for the storage or parking of vehicles.

Permanent perimeter enclosure means a structural system completely enclosing the space between the floor joists of a home and the ground.

Permitted use. A use by right that is specifically authorized in a particular zoning district.

Personal service shop means an establishment engaged in providing services including the care of a person or his apparel, or any of the following services. Barbershops, beauty shops, tailoring shops, watch repair shops, body tanning centers, weight loss centers or any similar services with the exception of those expressly referenced elsewhere in this chapter.

Personal wireless antenna means a surface from which radio signals are transmitted or received for purposes of providing personal wireless services.

Personal wireless facility means a personal wireless antenna, a personal wireless tower, an equipment cabinet, or any combination thereof.

Personal wireless services means commercial mobile service, unlicensed wireless services, and common carrier wireless exchange access services.

Personal wireless tower means an antenna support structure or a monopole.

Planting area means any area designed for landscape material installation.

Plat means a map or delineated representation of the subdivision of lands, being a complete exact representation of the subdivision and other

information in compliance with the requirement of all applicable sections of this title.

Precision instrument runway means a runway having an instrument approach procedure utilizing an instrument landing system (ILS) or a precision approach radar (PAR).

Predevelopment condition means topography, soils, vegetation, rate, volume and direction of surface or groundwater flow existing immediately prior to development based on best available historical date.

Private club means buildings, facilities and property owned and operated by a corporation or association of persons for social or recreational purposes, including those organized chiefly to promote friendship or welfare among its members, but not operated primarily for profit or to tender a service which is customarily carried on as a business.

Protected tree means native trees protected by Chapter 12-6, as identified by species and size in Appendix A of that chapter.

Public transit bus shelter means a structure or facility located at a site designated and approved by the operating transit agency and the City of Pensacola whose purpose is to protect passengers from the elements.

Quadruplex means four (4) attached single-family dwelling units and each unit has two (2) open space exposures and shares two (2) separation walls with an adjoining unit or units.

Receiving bodies of water means waterbodies, watercourses or wetlands into which surface waters flow.

Recharge means inflow of water into a project site, aquifer, drainage basin or facility.

Residential design manufactured home. See: Manufactured home.

Residential districts are those including the following zoning classifications: R1-AAAAA, R1-AAAA, R1-AAA, R1-AA, R1-A, R-ZL, R-2A.

Restaurant means any building or structure or portion thereof, in which food is prepared and served for pay primarily for consumption on the premises.

Restaurant, drive-in or drive-through means a drive-in or drive-through restaurant where provision is made on the premises for the selling, dispensing, or serving of food or beverages to customers in vehicles.

Retention means the prevention of the discharge of stormwater runoff into surface waters by complete on-site storage where the capacity to store the given volume must be provided by a decrease of stored water caused only by percolation through soil, evaporation, or evapotranspiration (loss of water from soil both by evaporation and transpiration from the plants growing thereon).

Retention pond (basin) means a storage facility for the retention of stormwater.

Right-of-way means the areas of a highway, road, street or way reserved for public use, whether established by prescription, dedication, gift, purchase, eminent domain or any other legal means.

Rooftop mounted antenna means any commercial communications or personal wireless antenna located on the roof or top of any building, public utility structure or permanent nonaccessory sign.

Rooming house. See: Boardinghouse.

Runoff means the amount of water from rain, snow, etc., which flows from a catchment area past a given point over a certain period. It is total rainfall, less infiltration and evaporation losses.

Runway means a defined area on an airport prepared for landing and take-off of aircraft along its length.

Satellite television transmitting and receiving dish means a device commonly concave in shape, mounted at a fixed point for the purpose of capturing and sending television signals transmitted via satellite communications facilities and serving the same or similar function as the common television antenna.

School means an institution primarily for academic instruction, public, parochial or private and having a curriculum the same as ordinarily given in a public school.

Screen or screening means a fence, wall, hedge, earth berm or any combination of these provided to create a visual and/or physical separation between properties, land uses or certain facilities. A screen may be located on the property line or elsewhere on the site, and where required in a buffer yard must be located within the required buffer yard.

Sediment means solid material, mineral or organic in suspension, that is being transported, or has moved from its site or origin by air, water or gravity.

Sedimentation facility means a structure or area designed to retain runoff, as in a retention or holding pond, until suspended sediments have settled.

Service station means a building or lot where gasoline, oil and/or grease are supplied and dispensed to the motor vehicle trade, or where battery, tire and other similar services are rendered.

Shade tree means any species of tree identified in Appendix A and Appendix B of Chapter 12-6.

Sign means any device, display or structure, or part thereof, which advertises, identifies, displays, directs or attracts attention to an object, person, institution, organization, business, product, service, event or location by the use of words, letters, figures, designs, symbols, fixtures, colors, illumination or projected images.

Sign, abandoned. A sign which advertises a business that is no longer licensed, no longer has a certificate of occupancy, or is no longer doing business at that location.

Sign, accessory. Sign which directs attention to a profession, business, commodity, service, entertainment or other activity conducted, sold or offered on the premises.

Sign, advertising display area. The advertisement display surface area as measured from the outside edge of the sign or the sign frame, whichever is greater, excluding the area of the supporting structures provided that the supporting structures are not used for advertising purposes and are of an area equal to or less than the permitted sign area.

Sign, attached or wall sign. Any sign painted on or attached to and erected parallel to the face of, or erected and confined within the limits of, the outside wall of any building or supported by such wall or building and which displays only one advertising surface.

Sign, freestanding. A sign which is supported by one or more columns, uprights, or braces in or upon the ground and is not attached to a building.

Sign, nonaccessory. A sign which directs attention to a business, profession, commodity, service, entertainment or other activity conducted, sold or offered off the premises.

Sign, political.

Sign, portable. A sign or advertising device designed to be temporary in nature and movable including those mounted on a trailer-type vehicle, with or without wheels. A-frame signs, balloon signs and all other similar type signs not permanently attached to the ground or a building.

Sign, real estate.

Sign, temporary. A sign intended to advertise community or civic projects, construction projects, property for sale, lease or rent, or special events on a temporary basis for a designated period of time.

Sign, tri-faced nonaccessory. A sign composed of sections which rotate to display a series of advertisements, each advertisement being displayed for at least five (5) seconds continuously without movement and the movement of the sections between displays being not more than two (2) seconds.

Site plan. See: Development plan.

Social services home/center means a home/center for individuals requiring supervision and care by support staff as may be necessary to meet the physical, emotional and social needs of the resident. Types of social services homes/centers include the following: residential treatment facilities for alcohol, drug abuse and mental health services; intermediate care facilities for the mentally retarded/developmentally disabled; and similar foster care facilities or group homes. These

homes/centers shall be regulated by the Department of Health and Rehabilitative Services.

Specialty shop means a retail shop specializing in books, cards, jewelry, newspapers and magazines, gifts, antiques, stationery, tobacco, candy, craft distilleries, breweries and microbreweries (with an accessory use area allowing direct retail sale and consumption on premises), and any similar specialty items and hand craft shop for custom work or making custom items not involving noise, odor or chemical waste.

Stable, private means a structure where horses are kept by the owners or occupants of the premises and are not kept for hire or sale.

Standard design manufactured home. See: Manufactured home.

Stealth technology means the use of both existing and future technology and techniques through which a personal wireless facility may be caused to blend in with its surroundings or resemble an object other than a personal wireless facility, including, without limitation, architectural screening of antennas, integration of antennas into architectural elements, painting of antennas, and disguising personal wireless towers to closely resemble trees, street lights, telephone poles, and similar objects. One example of existing technology is the use of small panel antennas concealed behind fiberglass panels.

Stormwater management plan means the detailed analysis required by section 12-9-5.

Stormwater management system means the designed features of the property which treat stormwater, or collect, convey, channel, hold, inhibit, or divert the movement of stormwater. Examples are canals, ditches, culverts, dikes, storm sewers, swales, berms or other manmade facilities which control flow of surface water.

Stormwater runoff means the flow of water which results from, and which occurs immediately following, a rainfall event.

Street means a way for vehicular traffic, whether designated as a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place or however otherwise designated. The word "street" includes the following terms, further described as follows:

Streets, major arterial means streets which provide for through traffic movement between areas and across the city, and direct access to major employment locations and commercial uses.

Streets, minor arterial means street which provide for traffic movement between major neighborhoods.

Streets, collector means streets which provide for the movement of traffic between major arterials and local streets and direct access to abutting property.

Street, local means streets which provide for direct access to abutting land and used for local traffic movements only.

Streets, marginal access are minor streets which are parallel to and adjacent to arterial streets and highways; and which provide access to abutting properties and protection from through traffic.

Street line means the line between the street right-of-way and abutting property.

Structural alteration means any change, except for repair or replacement, in the supporting members of a building, such as bearing walls, columns, beams or girders, or in the dimensions or configurations of the roof or exterior walls.

Structure means anything constructed or erected on a fixed location on the ground, or attached to something having a fixed location on the ground, including but not limited to, a building, mobile home, wall, fence, tower, smokestack, utility pole, overhead transmission line or sign.

Studio means a workroom or place of study of an art, including painting, sculpting, photography, dancing, music and the other performing arts with the exception of those expressly referenced elsewhere in this chapter.

Subdivision means the division of a parcel of land into two (2) or more parcels for the purpose of transfer of ownership or building development, or, if a new street is involved, any division of a parcel of land. The word includes resubdivision and shall relate to the process of subdividing or to the land subdivided. Refer to Chapter 12-8 for subdivision regulations.

Subdivision, nonresidential means any subdivision, other than a residential, such as office, commercial, or industrial.

Tattoo parlor or *studio* means an establishment that performs the placement of indelible pigment, inks, or scarification beneath the skin by use of needles for the purpose of adornment or art. For the purposes of this Code, "tattooing" does not include the practice of permanent makeup and micro pigmentation when such procedures are performed as incidental services in a medical office or in a personal services establishment such as a hair or nail salon.

Townhouse means a single-family residential building attached to one or more single-family residential buildings by a common wall.

Travel trailer means a vehicular portable structure built on a chassis, designed and constructed to provide temporary living quarters for recreation, travel or camping purposes, of such size and weight not to require special highway movement permits when drawn by a passenger automobile.

Tree means any self-supporting, woody plant of a species which normally grows to an overall height of at least fifteen (15) feet.

Tree removal means any act which causes a tree to die within a period of two (2) years; such acts including, but not limited to, cutting; inflicting damage upon a root system by machinery, storage of materials,

or soil compaction; changing of the natural grade above or below a root system or around the trunk; inflicting damage on a tree; permitting infection or pest infestation; excessive pruning; or paving with concrete, asphalt or other impervious material within such proximity as to be harmful to a tree.

Truck camper means a portable structure, designed to be loaded onto or affixed to the bed or chassis of a truck, constructed to provide temporary living quarters for recreation, camping or travel use.

Understory vegetation means any shrubs or small trees which will grow beneath large trees.

Unlicensed wireless service means the offering of telecommunications using duly authorized devices which do not require individual licenses, but does not mean the provision of direct-to-home satellite services.

Used car lot means any parcel of land used for the storage, display, and sale of used automobiles in running condition.

Variance means relaxation of the literal terms of this title where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the terms of this title would result in unnecessary and undue hardship. As used in this title, a variance is authorized only for height, area, and size of structure or size of yards and open spaces. Establishment or expansion of a use otherwise prohibited shall not be allowed by variance, nor shall a variance be granted because of the presence of nonconformities in the zoning division or district or adjoining zoning divisions or districts.

Vehicle means every device, in, upon, or by which any person or property is or may be transported or drawn upon a highway.

Visual runway means a runway intended solely for the operation of aircraft using visual approach procedures and no instrument designation indicated on FAA approved airport layout plan, a military services approved military airport layout plan, or by any planning document submitted to the FAA by competent authority.

Waterbodies means the natural or artificial watercourses, lakes, ponds, bays, bayous and coastal waters of the city which ordinarily or intermittently contain water and have discernible shorelines.

Water management structure means a facility which provides for storage of stormwater runoff and the controlled release of such runoff during and after a flood or storm.

Wetlands means fresh or salt water marshes, swamps, bays, or other areas characterized by specific vegetation types and plant communities, either flooded at all times, flooded seasonally or having a water table within six (6) inches of the ground surface for at least three (3) months of the year, or areas which support a dominance of wetland vegetation types listed in or meeting the conditions in DER Rules, Chapter 17-25, Florida Administrative Code.

Yard means any area on the same lot with a building or building group lying between the building or the building group and the nearest lot line.

Yard, required means the minimum distance, measured at right angles from the lot line, which a building or structure must be placed from the lot line. The required yard is the open space area that is unobstructed from the ground upward and unoccupied except by specific uses and structures allowed in such area by the provisions of this title.

Yard, required front means a yard situated between the front lot line and the front building setback line, extending the full width of the lot.

Yard, required rear means a yard situated between the rear lot line and the rear building setback line, extending the full width of the lot, except for corner lots. On corner lots the rear yard extends from the interior side lot line to the streetside setback line. The minimum width of any required rear yard, at the building setback line, shall be equal to the minimum width required for the front yard at the street right-of-way line.

Yard, required side means a yard situated between a side lot line and side building setback line, extending from the required front yard to the required rear yard or the rear lot line, where there is no rear yard. On a corner lot the required side yard setback line extends from the front building setback line to the rear lot line on the street side of the lot.

Yard, required streetside means a yard situated between a street right-of-way and side building setback lines and extends from the front building setback line to the rear lot line.

Zero lot line dwelling means a detached single-family dwelling sited on one side lot line with zero side yard building setback, and a required side yard setback on the opposite side.

(Ord. No. 27-92, § 3, 8-13-92; Ord. No. 44-94, § 9, 10-13-94; Ord. No. 9-96, § 16, 1-25-96; Ord. No. 45-96, § 11, 9-12-96; Ord. No. 28-97, § 4, 8-14-97; Ord. No. 27-98, § 1, 7-23-98; Ord. No. 8-99, § 11, 2-11-99; Ord. No. 40-99, § 17, 10-14-99; Ord. No. 43-99, § 2, 11-18-99; Ord. No. 11-00, § 3, 2-10-00; Ord. No. 14-00, § 4, 3-9-00; Ord. No. 6-02, § 2, 1-24-02; Ord. No. 23-02, § 1, 9-26-02; Ord. No. 04-06, § 3, 2-9-06; Ord. No. 05-06, § 2, 2-9-06; Ord. No. 26-06, §§ 2, 3, 9-28-06; Ord. No. 31-06, § 2, 12-14-06; Ord. No. 17-09, § 1, 5-14-09; Ord. No. 16-10, § 230, 9-9-10; Ord. No. 13-12, § 2, 6-14-12; Ord. No. 01-15, § 2, 2-12-15)

Editor's note— Section 4 of Ord. No. 31-06 provided for an effective date of Jan. 1, 2007.

SECTION 3. Section 12-2-11 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-2-11. - Airport land use district.

The regulations in this section shall be applicable to the airport restricted and airport transition zoning districts: ARZ, ATZ-1 and ATZ-2.

(A) *Purpose of district.* The airport land use district is established for the purpose of regulating land, owned by the Pensacola Regional Airport or immediately adjacent to the airport, which is considered sensitive due to its relationship to the runways and its location within noise zones "A" and "B" as defined in Chapter 12-11 of this title. Land zoned ARZ is owned by the city and allows only open space, recreational or commercial and industrial uses customarily related to airport operations. The areas designated as airport transitional zones are permitted a range of uses.

(B) *Uses permitted.*

(1) *ARZ, airport restricted zone (city-owned property).*

(a) The following three (3) sections of the airport restricted zone are limited to specific uses as defined below:

1. *ARZ-1.* The parcel of land located north of Summit Boulevard between two (2) airport transition zones (includes the Scott Tennis Center and airport drainage system). Uses within this zone will be limited to those uses described below in subsections (b) and (c).
2. *ARZ east of runway 8/26.* The parcel of land on the eastern end of runway 8/26, located between Avenida Marina and Gaberonne Subdivision and between Spanish Trail and Scenic Highway. All land within this zone outside of the fifteen (15) acres required for clear zone at the eastern end of runway 8/26 will be retained as open space.
3. *ARZ south of runway 17/35.* The parcel of land at the southern end of runway 17/35, located north of Heyward Drive and east of Firestone Boulevard. All land within this zone outside of the twenty-eight and five-tenths (28.5) acres required for clear zone at the southern end of runway 17/35 will be retained as open space.

(b) Airport, airport terminal, air cargo facilities, and uses customarily related to airport operations and expansions.

(c) Golf course, tennis court, driving range, par three course, outdoor recreational facilities, provided that no such uses shall include seating or structures to accommodate more than one hundred (100) spectators or occupants.

- (d) Service establishments such as auto rental and travel agencies, commercial parking lots and garages, automobile service station and similar service facilities.
- (e) Warehousing and storage facilities.
- (f) Industrial uses compatible with airport operations.
- (g) Commercial uses to include hotels, motels, extended stay facilities, pharmacy, restaurant and drive through facilities, banks, office, post secondary education facilities, meeting facilities, dry cleaner, health club, exercise center, martial arts facility, bakery, floral shop, day care/child care facility, medical clinic, doctor and dentist offices, and retail services to include specialty shops and studios; or other similar or compatible uses.
- (h) Other uses which the city council may deem compatible with airport operations and surrounding land uses pursuant to the city's Comprehensive Plan and the Airport Master Plan and as such uses that meet the FAA's requirements for airport activities.

(2) *ATZ-1, airport transitional zone.*

- (a) Single-family residential, attached or detached, 0-5 units per acre;
- (b) Home occupations, subject to regulations in section 12-2-33;
- (c) Offices;
- (d) Family day care homes licensed by the Florida Department of Children and Family Services as defined in the Florida Statutes.
- (e) Conditional uses permitted:
 - a. Communications towers in accordance with section 12-2-44.
 - b. Rooftop mounted antennas in accordance with section 12-2-45.

(3) *ATZ-2, airport transitional zone.*

- (a) Any use allowed in the ATZ-1;
- (b) Retail and service commercial; and,
- (c) Aviation related facilities;
- (d) Conditional uses permitted:
 - a. Communications towers in accordance with section 12-2-44.
 - b. Rooftop mounted antennas in accordance with section 12-2-45.

(C) *Review and approval process.* All private, nonaviation related development in the ARZ zone and all developments other than single-family residential within approved subdivisions within the ATZ-1 and

ATZ-2 zones must comply with the development plan review and approval process as established in section 12-2-81.

(D) *Regulations.* All development shall comply with applicable height and noise regulations as set forth in Chapter 12-11. All development must comply with design standards and is encouraged to follow design guidelines as established in section 12-2-82. All private, nonaviation related development within the ARZ zone and all development within ATZ-1 and ATZ-2 zones must comply with the following regulations:

(1) *Airport land use restrictions.* Notwithstanding any provision to the contrary in this chapter, no use may be made of land or water within any zone established by this chapter in such a manner as to interfere with the operation of an airborne aircraft. The following special requirements shall apply to each permitted use:

(a) All lights or illumination used in conjunction with street, parking, signs or use of land structures shall be arranged and operated in such a manner that is not misleading or dangerous to aircraft operating from a public airport or in the vicinity thereof.

(b) No operations of any type shall produce electronic interference with navigation signals or radio communication between the airport and aircraft.

(c) No continuous commercial or industrial operations of any type shall produce smoke, glare or other visual hazards, within three (3) statute miles of any usable runway of a public airport, which would limit the use of the airport.

(d) Sanitary landfills will be considered as an incompatible use if located within areas established for the airport through the application of the following criteria:

1. Landfills located within ten thousand (10,000) feet of any runway used or planned to be used by turbine aircraft.

2. Landfills located within five thousand (5,000) feet of any runway used only by nonturbine aircraft.

3. Landfills outside the above perimeters but within conical surfaces described by FAR Part 77 and applied to an airport will be reviewed on a case-by-case basis.

4. Any landfill located and constructed in a manner that attracts or sustains hazardous bird movements from feeding, water, or roosting areas into, or across, the runways or approach and departure patterns of aircraft. The landfill operator must incorporate bird management techniques or other practices to minimize bird hazards to airborne aircraft.

(e) *Obstruction lighting.* Notwithstanding any provisions of section 12-11-2, the owner of any structure over one hundred fifty (150) feet above ground level shall install lighting on

such structure in accordance with Federal Aviation Administration Advisory Circular 70/7460-1 and amendments thereto. Additionally, the high-intensity white obstruction lights shall be installed on a high structure which exceeds seven hundred forty-nine (749) feet above mean sea level. The high-intensity white obstruction lights must be in accordance with Federal Aviation Administration Advisory Circular 70/7460-1 and amendments thereto.

- (f) Noise Zones. The noise zones based on the Pensacola Regional Airport FAR part 150 Study adopted in 1990 and contained in Section 12-11-3 shall establish standards for construction materials for sound level reduction with respect to exterior noise resulting from the legal and normal operations at the Pensacola International Airport. It also establishes permitted land uses and construction materials in these noise zones;
- (g) Variances. Any person desiring to erect or increase the height of any structure(s), or use his property not in accordance with the regulations prescribed in this chapter, may apply to the zoning board of adjustment for a variance from such regulations. No application for variance to the requirements of this part may be considered by the zoning board of adjustment unless a copy of the application has been furnished to the building official and the airport manager.
- (h) Hazard marking and lighting. Any permit or variance granted shall require the owner to mark and light the structure in accordance with FAA Advisory Circular 70/7460-1 or subsequent revisions. The permit may be conditioned to permit Escambia County or the city at its own expense, to install, operate and maintain such markers and lights as may be necessary to indicate to pilots the presence of an airspace hazard if special conditions so warrant.
- (i) Nonconforming uses. The regulations prescribed by this subsection shall not be construed to require the removal, lowering or other changes or alteration of any existing structure not conforming to the regulations as of the effective date of this chapter. Nothing herein contained shall require any change in the construction or alteration of which was begun prior to the effective date of this chapter, and is diligently prosecuted and completed within two (2) years thereof.

Before any nonconforming structure may be replaced, substantially altered, repaired or rebuilt, a permit must be secured from the building official or his duly appointed designee. No permit shall be granted that would allow the establishment or creation of an airport hazard or permit a nonconforming structure to become a greater hazard to air navigation than it was as of the effective date of this chapter. Whenever the building official determines that a nonconforming use or nonconforming structure has been abandoned or that the cost of repair, reconstruction, or

restoration exceeds the value of the structure, no permit shall be granted that would allow said structure to be repaired, reconstructed, or restored except by a conforming structure.

(j) Administration and enforcement. It shall be the duty of the building official, or his duly appointed designee, to administer and enforce the regulations prescribed herein within the territorial limits over which the city has jurisdiction. Prior to the issuance or denial of a tall structure permit by the building official, the Federal Aviation Administration must review the proposed structure plans and issue a determination of hazard/no hazard. In the event that the building official finds any violation of the regulations contained herein, he shall give written notice to the person responsible for such violation. Such notice shall indicate the nature of the violation and the necessary action to correct or abate the violation.

(2) *Minimum lot size and yard requirements/lot coverage.* There are no minimum requirements for lot size or yards, except that the development plan shall take into consideration the general development character of adjacent land uses. The maximum combined area occupied by all principal and accessory buildings shall be fifty (50) percent.

(3) *Maximum height of structures.* For the ATZ-1 and ATZ-2 zoning districts the maximum height for residential structures is thirty-five (35) feet and for office, commercial or aviation-related facilities, is forty-five (45) feet. Communications towers and rooftop mounted antennas may be permitted within the ATZ-1 and ATZ-2 districts upon conditional use permit approval in accordance with Section 12-2-79. Provided, however that no structure shall exceed height limitations established in section 12-11-2(A).

(4) *Additional regulations.* In addition to the regulations established above all development must comply with the following regulations:

(a) Supplementary district regulations. (Refer to sections 12-2-31 to 12-2-50).

(b) Signs. (Refer to Chapter 12-4).

(c) Tree/landscape. (Refer to Chapter 12-6).

(d) Subdivision. (Refer to Chapter 12-8).

(e) Stormwater management, and control of erosion, sedimentation and runoff. (Refer to Chapter 12-9).

(Ord. No. 33-95, § 3, 8-10-95; Ord. No. 6-02, § 2, 1-24-02; Ord. No. 12-03, § 1, 5-8-03; Ord. No. 02-09, § 1, 1-8-09)

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk



MINUTES OF THE PLANNING BOARD

April 11, 2017

MEMBERS PRESENT: Paul Ritz-Chairman, Danny Grundhoefer, Jared Moore, Kurt Larson, Nina Campbell

MEMBERS ABSENT: Kyle Owens, Nathan Monk

STAFF PRESENT: Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner, Bill Weeks, Inspections, Andrea Kvetch and Dan Clark, Airport

OTHERS PRESENT: Erma Saunders, Geraldine Freeman, Lucy Hemming, Rick Boehm, Meredith Crawford, Evan Berkowitz, Dan Flynn, Andrea Kvetch, Charlie Washington, Lumerrel Washington, Kacee Bidnick, Steven Sebold, Meghan Gilroy-Triolo, Gary Pelham, Justin Beck

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from March 14, 2017
- Request to Rezone 2311 & 2305 N. 12th Avenue from Site Specific Development to R-1AA
- Request to Vacate Right-of-Way at 500 Bay Boulevard
- Consider Amendment to Land Development Code for Chapter 12-11 Airport
- Open Forum
- Adjournment

Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:02 pm with a quorum present. He gave instructions to the audience on the rules and procedures of the Board.

Approval of Meeting Minutes

Mr. Grundhoefer made a motion to approve the March 14, 2017 minutes, seconded by Mr. Larson, and it carried unanimously.

Request to Rezone 2311 & 2305 N. 12th Avenue from Site Specific Development to R-1AA

A Door Properties, LLC is requesting to rezone the property located at 2311 & 2305 N. 12th Avenue from Site Specific Development (SSD) to One & Two Family (R-1AA). The current future land use category of Medium Density Residential would accommodate this rezoning and so this request does not include a change to the future land use designation. The property is currently occupied by a church built in 1935 and it appears deferred maintenance is an issue. The applicant proposes to remove the present structure and develop the property residentially according to the R-1AA standards. This request has been routed through the various City departments and utility providers with no opposing comments. DKE Marine Services also submitted a letter indicating their determination of the building on the site.

Chairman Ritz suggested that if the church did not seem to be going forward as a church, and if A Door Properties wanted to change the zoning to R-1AA, he saw positive movement for residential in East Hill and this would continue that momentum.

Ms. Deese clarified that the lot would be subdivided based on R-1AA requirements. It was clarified that this packet was for rezoning only and did not address demolition. Mr. Grundhoefer asked for the history on the Site Specific District (SSD) zoning. Ms. Deese understood it was designated SSD for the church, and this designation was made illegal in the 90s; this rezoning would bring the property into conformity with the surrounding area. Mr. Moore expressed his support of the request. Chairman Ritz then asked for public input.

Mr. Beck came to give his support of the rezoning and thought the R-1AA zoning made a lot of sense; he wanted to see more residential development.

Mr. Pelham, who lives across the street from the existing church, advised this development was music to his ears. He explained that previously the Bishop of the church had informed him a developer had wanted to build some high-rise apartments on this property. He was more excited about this current development and the possibility of nice homes in this area benefiting the neighborhood.

Ms. Bidnick addressed the Board and explained the plans were for single-family detached homes from 1700 to 2000 sq. ft. Mr. Grundhoefer commented that retail would be a nice option and questioned whether the developer had considered it. Ms. Deese clarified that this district was one and two-family, and retail would not be permitted.

Ms. Campbell made a motion to approve the rezoning for the property located at 2311 and 2305 N. 12th Avenue from SSD to R-1AA, seconded by Mr. Grundhoefer. Ms. Deese indicated that this rezoning did not change the Comprehensive Plan but was a simple zoning change. **The motion then carried unanimously.**

Request to Vacate Right-of-Way at 500 Bay Boulevard

Mr. Richard Boehm is requesting to vacate the portion of the right-of-way of Bay Boulevard directly adjacent to his property at 500 Bay Boulevard. The applicant indicates the reason for the request is to provide privacy to his home and enable him to make improvements to the property. He has indicated that he intends to work with the neighborhood to maintain the 60 foot right-of-way that abuts his property to the South for the neighborhood's enjoyment. This request has been routed through the various City departments and utility providers with no negative comments.

Chairman Ritz stated when approaching vacation of right-of-way, the Board would be giving much thought since it would be taking property belonging to the citizens of Pensacola as a whole and offering it to a citizen of Pensacola as a singular person or sometimes a business entity. Sometimes increasing the tax base is a positive effect, and sometimes the Board weighs how it affects the neighbors and access to the neighborhood. He personally did not see any negative issue with the vacation request.

Ms. Deese clarified that a notice was mailed to property owners within 500 ft. of the property, signage was posted on the property, and notice was given by legal advertisement.

Mr. Grundhoefer stated the map was confusing since Bay Boulevard appears to be north of the property, but it is also south, and they were asking for the vacation of the southern portion. Mr. Boehm then approached the screen and explained the easements and access to Bay Boulevard. He advised they had cleared up the vegetation and moved the bench and were attempting to preserve the large tree. He stated the neighbors appreciated their efforts and he didn't know of any opposition.

Mr. Grundhoefer questioned the road being accessed by all parcels, and Ms. Deese stated it was through recorded easements and considered more a driveway rather than a road. Mr. Boehm stated they began as a remodel and wanted to add 25 ft. on the back of the house, but ended up tearing down all the walls and floors. He explained the home was now a two-story structure, but the footprint of the home did not change. He advised it was now 25 ft. closer to Bay Boulevard and remained 36 ft. wide.

Mr. Larson made a motion to approve contingent upon the driveway being all-weather surface for fire and emergency service access. Ms. Deese clarified that the all-weather surface solution was part of the previous vacation request, in writing, and would be between the City and the previous applicants.

Mr. Larson amended his motion to approve the vacation, referencing previous right-of-way vacation documents, with the City to re-enforce the separate agreement with the separate property owner. Ms. Deese clarified that the Fire Marshall had approved the vacation. **Ms. Campbell then seconded, and it carried unanimously.**

Consider Amendment to Land Development Code for Chapter 12-11 Airport

Recently, the West Florida Regional Planning Council conducted a consistency review for the City of Pensacola based on new criteria and processes for airport zoning regulations contained within the Florida State Statute (333). The Florida State Statute requires that our Land Development Code maintain consistency with Statute 333.

Mr. Larson asked how the new fire station height would fit in. Dan Clark explained that the fire station should not be an issue; they had been working with David Allen and the architect who were aware of the requirements; the station would be single-story.

Mr. Grundhoefer questioned who drafted the document and who reviewed it. Mr. Clark advised the West Florida Regional Planning Council took the lead on reviewing the current codes and making some suggested changes. It was reviewed by Mr. Clark and the airport staff as well as Inspections and Planning staff.

Mr. Moore then made a motion to approve, seconded by Mr. Larson, and it carried unanimously.

Chairman Ritz clarified that this item would proceed to the City Council.

Open Forum – None.

Adjournment – With no further business, Chairman Ritz adjourned the meeting at 2:37 pm.

Respectfully Submitted,



Brandi C. Deese
Secretary to the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 14-17

City Council

5/11/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 14-17 - AMENDING CHAPTER 12-2 AIRPORT LAND USE DISTRICT;
CHAPTER 12-11 AIRPORT AND CHAPTER 12-14 DEFINITIONS

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 14-17 on first reading.

AN ORDINANCE AMENDING CHAPTER 12-2 AIRPORT LAND USE DISTRICT;
CHAPTER 12-11 AIRPORT AND CHAPTER 12-14 DEFINITIONS OF THE CODE OF THE
CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING
CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Pensacola International Regional Airport staff have contracted with the West Florida Regional Planning Council to conduct a consistency review for the City of Pensacola based on recent changes to Florida Statute Chapter 333- Airport Zoning. Florida Statute requires that our Land Development Code be consistent with Chapter 333, and the proposed amendments will allow the City to remain in compliance with that requirement.

Through this collaborative process with the Pensacola Regional Airport, the City of Pensacola, the West Florida Regional Planning Council, and Escambia County, a similar ordinance will be considered for adoption by the Escambia County Board of County Commissioners. Per the Florida Statute, Chapter 333, an Interlocal Agreement will also be required between the City of Pensacola and Escambia County.

On April 11, 2017 the City's Planning Board unanimously recommended approval of the proposed amendment.

PRIOR ACTION:

None.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

4/26/2017

STAFF CONTACT:

Eric W. Olson, City Administrator

Dan Flynn, Airport Director

Sherry H. Morris, AICP, Planning Services Administrator

ATTACHMENTS:

- 1) Proposed Ordinance No. 14-17
- 2) Planning Board Minutes Dated April 11, 2017

PRESENTATION: No

PROPOSED
ORDINANCE NO. _____

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING CHAPTER 12-2 AIRPORT LAND USE DISTRICT;
CHAPTER 12-11 AIRPORT AND CHAPTER 12-14 DEFINITIONS OF THE
CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR
SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Chapter 12-2-11 of the Code of the City of Pensacola,
Florida, is hereby amended to read as follows:

Sec. 12-2-11. - Airport land use district.

The regulations in this section shall be applicable to the airport
restricted and airport transition zoning districts: ARZ, ATZ-1 and ATZ-
2.

(A) *Purpose of district.* The airport land use district is established for
the purpose of regulating land, owned by the Pensacola Regional
Airport or immediately adjacent to the airport, which is considered
sensitive due to its relationship to the runways and its location
within noise zones "A" and "B" as defined in Chapter 12-11 of this
title. Land zoned ARZ is owned by the city and allows only open space,
recreational or commercial and industrial uses customarily related
to airport operations. The areas designated as airport transitional
zones are permitted a range of uses.

(B) *Uses permitted.*

(1) *ARZ, airport restricted zone (city-owned property).*

(a) The following three (3) sections of the airport restricted
zone are limited to specific uses as defined below:

1. *ARZ-1.* The parcel of land located north of Summit Boulevard
between two (2) airport transition zones (includes the
Scott Tennis Center and airport drainage system). Uses
within this zone will be limited to those uses described
below in subsections (b) and (c).
2. *ARZ east of runway 8/26.* The parcel of land on the eastern
end of runway 8/26, located between Avenida Marina and
Gaberonne Subdivision and between Spanish Trail and Scenic
Highway. All land within this zone outside of the fifteen
(15) acres required for clear zone at the eastern end of
runway 8/26 will be retained as open space.

3. ARZ south of runway 17/35. The parcel of land at the southern end of runway 17/35, located north of Heyward Drive and east of Firestone Boulevard. All land within this zone outside of the twenty-eight and five-tenths (28.5) acres required for clear zone at the southern end of runway 17/35 will be retained as open space.

- (b) Airport, airport terminal, air cargo facilities, and uses customarily related to airport operations and expansions.
- (c) Golf course, tennis court, driving range, par three course, outdoor recreational facilities, provided that no such uses shall include seating or structures to accommodate more than one hundred (100) spectators or occupants.
- (d) Service establishments such as auto rental and travel agencies, commercial parking lots and garages, automobile service station and similar service facilities.
- (e) Warehousing and storage facilities.
- (f) Industrial uses compatible with airport operations.
- (g) Commercial uses to include hotels, motels, extended stay facilities, pharmacy, restaurant and drive through facilities, banks, office, post secondary education facilities, meeting facilities, dry cleaner, health club, exercise center, martial arts facility, bakery, floral shop, day care/child care facility, medical clinic, doctor and dentist offices, and retail services to include specialty shops and studios; or other similar or compatible uses.
- (h) Other uses which the city council may deem compatible with airport operations and surrounding land uses pursuant to the city's Comprehensive Plan and the Airport Master Plan and as such uses that meet the FAA's requirements for airport activities.

(2) *ATZ-1, airport transitional zone.*

- (a) Single-family residential, attached or detached, 0-5 units per acre;
- (b) Home occupations, subject to regulations in section 12-2-33;
- (c) Offices;
- (d) Family day care homes licensed by the Florida Department of Children and Family Services as defined in the Florida Statutes.
- (e) Conditional uses permitted:
 - a. Communications towers in accordance with section 12-2-44.
 - b. Rooftop mounted antennas in accordance with section 12-2-45.

(3) *ATZ-2, airport transitional zone.*

- (a) Any use allowed in the ATZ-1;
- (b) Retail and service commercial; and,
- (c) Aviation related facilities;
- (d) Conditional uses permitted:
 - a. Communications towers in accordance with section 12-2-44.
 - b. Rooftop mounted antennas in accordance with section 12-2-45.

(C) *Review and approval process.* All private, nonaviation related development in the ARZ zone and all developments other than single-family residential within approved subdivisions within the ATZ-1 and ATZ-2 zones must comply with the development plan review and approval process as established in section 12-2-81.

(D) *Regulations.* All development shall comply with applicable height and noise regulations as set forth in Chapter 12-11. All development must comply with design standards and is encouraged to follow design guidelines as established in section 12-2-82. All private, nonaviation related development within the ARZ zone and all development within ATZ-1 and ATZ-2 zones must comply with the following regulations:

(1) *Airport land use restrictions.* Notwithstanding any provision to the contrary in this chapter, no use may be made of land or water within any zone established by this chapter in such a manner as to interfere with the operation of an airborne aircraft. The following special requirements shall apply to each permitted use:

- (a) All lights or illumination used in conjunction with street, parking, signs or use of land structures shall be arranged and operated in such a manner that is not misleading or dangerous to aircraft operating from a public airport or in the vicinity thereof.
- (b) No operations of any type shall produce electronic interference with navigation signals or radio communication between the airport and aircraft.
- (c) No continuous commercial or industrial operations of any type shall produce smoke, glare or other visual hazards, within three (3) statute miles of any usable runway of a public airport, which would limit the use of the airport.
- (d) Sanitary landfills will be considered as an incompatible use if located within areas established for the airport through the application of the following criteria:
 1. Landfills located within ten thousand (10,000) feet of any runway used or planned to be used by ~~turbojet or turboprop~~ turbine aircraft.
 2. Landfills located within five thousand (5,000) feet of any runway used only by ~~nonturbine piston~~ nonturbine type aircraft.

3. Landfills outside the above perimeters but within conical surfaces described by FAR Part 77 and applied to an airport will be reviewed on a case-by-case basis.
 4. ~~Any landfill located so that it places the runways and/or approach and departure patterns of an airport between bird feeding, water or roosting areas.~~ Any landfill located and constructed in a manner that attracts or sustains hazardous bird movements from feeding, water, or roosting areas into, or across, the runways or approach and departure patterns of aircraft. The landfill operator must incorporate bird management techniques or other practices to minimize bird hazards to airborne aircraft.
- (e) Obstruction lighting. Notwithstanding any provisions of section 12-11-2, the owner of any structure over one hundred fifty (150) feet above ground level shall install lighting on such structure in accordance with Federal Aviation Administration Advisory Circular 70/7460-1 and amendments thereto. Additionally, the high-intensity white obstruction lights shall be installed on a high structure which exceeds seven hundred forty-nine (749) feet above mean sea level. The high-intensity white obstruction lights must be in accordance with Federal Aviation Administration Advisory Circular 70/7460-1 and amendments thereto.
- (f) Noise Zones. The noise zones based on the Pensacola Regional Airport FAR part 150 Study adopted in 1990 and contained in Section 12-11-3 shall establish standards for construction materials for sound level reduction with respect to exterior noise resulting from the legal and normal operations at the Pensacola International Airport. It also establishes permitted land uses and construction materials in these noise zones;
- (g~~f~~) Variances. Any person desiring to erect or increase the height of any structure(s), or use his property not in accordance with the regulations prescribed in this chapter, may apply to the zoning board of adjustment for a variance from such regulations. No application for variance to the requirements of this part may be considered by the zoning board of adjustment unless a copy of the application has been furnished to the building official and the airport manager.
- (h~~g~~) Hazard marking and lighting. Any permit or variance granted shall require the owner to mark and light the structure in accordance with FAA Advisory Circular 70/7460-1 or subsequent revisions. The permit may be conditioned to permit Escambia County or the city at its own expense, to install, operate and maintain such markers and lights as may be necessary to indicate to pilots the presence of an airspace hazard if special conditions so warrant.
- (i~~h~~) Nonconforming uses. The regulations prescribed by this subsection shall not be construed to require the removal, lowering or other changes or alteration of any existing

structure not conforming to the regulations as of the effective date of this chapter. Nothing herein contained shall require any change in the construction or alteration of which was begun prior to the effective date of this chapter, and is diligently prosecuted and completed within two (2) years thereof.

Before any nonconforming structure may be replaced, substantially altered, repaired or rebuilt, a permit must be secured from the building official or his duly appointed designee. No permit shall be granted that would allow the establishment or creation of an airport hazard or permit a nonconforming structure to become a greater hazard to air navigation than it was as of the effective date of this chapter. Whenever the building official determines that a nonconforming use or nonconforming structure has been abandoned or that the cost of repair, reconstruction, or restoration exceeds the value of the structure, no permit shall be granted that would allow said structure to be repaired, reconstructed, or restored except by a conforming structure.

(j±) Administration and enforcement. It shall be the duty of the building official, or his duly appointed designee, to administer and enforce the regulations prescribed herein within the territorial limits over which the city has jurisdiction. Prior to the issuance or denial of a tall structure permit by the building official, the Federal Aviation Administration must review the proposed structure plans and issue a determination of hazard/no hazard. In the event that the building official finds any violation of the regulations contained herein, he shall give written notice to the person responsible for such violation. Such notice shall indicate the nature of the violation and the necessary action to correct or abate the violation.

(2) *Minimum lot size and yard requirements/lot coverage.* There are no minimum requirements for lot size or yards, except that the development plan shall take into consideration the general development character of adjacent land uses. The maximum combined area occupied by all principal and accessory buildings shall be fifty (50) percent.

(3) *Maximum height of structures.* For the ATZ-1 and ATZ-2 zoning districts the maximum height for residential structures is thirty-five (35) feet and for office, commercial or aviation-related facilities, is forty-five (45) feet. Communications towers and rooftop mounted antennas may be permitted within the ATZ-1 and ATZ-2 districts upon conditional use permit approval in accordance with Section 12-2-79. Provided, however that no structure shall exceed height limitations established in section 12-11-2(A).

(4) *Additional regulations.* In addition to the regulations established above all development must comply with the following regulations:

(a) *Supplementary district regulations.* (Refer to sections 12-2-31 to 12-2-50).

- (b) Signs. (Refer to Chapter 12-4).
- (c) Tree/landscape. (Refer to Chapter 12-6).
- (d) Subdivision. (Refer to Chapter 12-8).
- (e) Stormwater management, and control of erosion, sedimentation and runoff. (Refer to Chapter 12-9).

SECTION 2. Chapter 12-11 Airport of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

CHAPTER 12-11. AIRPORT

Sec. 12-11-1. - Purpose.

The purpose of this chapter is to prevent obstructions which are potentially hazardous to aircraft operations as well as persons or property in the vicinity of the obstruction; for the prevention of incompatible land use within certain airport noise zones where aircraft noise may be an annoyance or objectionable to the residents within said zones; to provide for the prevention of these obstructions and incompatible land uses, to the extent legally possible. The elimination, removal, alteration, mitigation, or marking and lighting of existing airport hazards are public purposes for which the political subdivision may raise and expend public funds and acquire land or interests in land.

Sec. 12-11-2. - Airport Zoning Protection Regulations

No structure or obstruction will be permitted within the City of Pensacola or Escambia County that would cause a minimum obstruction clearance altitude, a minimum descent altitude or a decision height to be raised or would be permitted that was determined to be a hazard to air navigation by a Federal Aviation Administration aeronautical study (7460-1) or conflict with Title 14 of the Code of Federal Regulations Part 77.

(A) *Airport land use restrictions.* Notwithstanding any provision to the contrary in this chapter, no use may be made of land or water within any zone established by this chapter in such a manner as to interfere with the operation of an airborne aircraft. The following special requirements shall apply to each permitted use:

- (1) *Lights or illumination.* All lights or illumination used in conjunction with street, parking, signs or use of land structures shall be arranged and operated in such a manner that is not misleading or dangerous to aircraft operating from a public airport or in the vicinity thereof.
- (2) *Electronic interference.* No operations of any type shall produce electronic interference with navigation signals or radio communication between the airport and aircraft.
- (3) *Visual hazards.* No continuous commercial or industrial operations of any type shall produce smoke, glare or other visual hazards,

within three (3) statute miles of any usable runway of a public airport, which would limit the use of the airport.

- (4) *Sanitary landfills.* Sanitary landfills will be considered as an incompatible use if located within areas established for the airport through the application of the following criteria:
 - (a) Landfills located within ten thousand (10,000) feet of any runway used or planned to be used by turbine aircraft.
 - (b) Landfills located within five thousand (5,000) feet of any runway used only by nonturbine aircraft.
 - (c) Landfills outside the above perimeters but within conical surfaces described by FAR Part 77 and applied to an airport will be reviewed on a case-by-case basis.
 - (d) Any landfill located and constructed in a manner that attracts or sustains hazardous bird movements from feeding, water, or roosting areas into, or across, the runways or approach and departure patterns of aircraft. The landfill operator must incorporate bird management techniques or other practices to minimize bird hazards to airborne aircraft.
- (5) *Obstruction lighting.* Notwithstanding the preceding provisions of this section, the owner of any structure over one hundred fifty (150) feet above ground level shall install lighting on such structure in accordance with Federal Aviation Administration Advisory Circular 70/7460-1 and amendments thereto. Additionally, the high-intensity white obstruction lights shall be installed on a high structure which exceeds seven hundred forty-nine (749) feet above mean sea level. The high-intensity white obstruction lights must be in accordance with Federal Aviation Administration Advisory Circular 70/7460-1 and amendments thereto.
- (6) *Hazard marking and lighting.* Any permit or variance granted shall require the owner to mark and light the structure in accordance with FAA Advisory Circular 70/7460-1 or subsequent revisions. The permit may be conditioned to permit Escambia County or the city at its own expense, to install, operate and maintain such markers and lights as may be necessary to indicate to pilots the presence of an airspace hazard if special conditions so warrant.
- (7) *Nonconforming uses.* The regulations prescribed by this subsection shall not be construed to require the removal, lowering or other changes or alteration of any existing structure not conforming to the regulations as of the effective date of this chapter. Nothing herein contained shall require any change in the construction or alteration of which was begun prior to the effective date of this chapter, and is diligently prosecuted and completed within two (2) years thereof.

Before any nonconforming structure may be replaced, substantially altered, repaired or rebuilt a permit must be secured from the building official. No permit shall be granted that would allow the establishment or creation of an airport hazard or permit a

nonconforming structure to become a greater hazard to air navigation than it was as of the effective date of this chapter. Whenever the building official determines that a nonconforming use or nonconforming structure has been abandoned or that the cost of repair, reconstruction, or restoration exceeds the value of the structure, no permit shall be granted that would allow said structure to be repaired, reconstructed, or restored except by a conforming structure.

(B) Airport Obstruction Notification Zone

- (1) Purpose: The purpose of the Airport Obstruction Notification Zone is to regulate obstructions to air navigation which affects the safe and efficient use of navigable airspace or the operation of planned or existing air navigation and communication facilities.
- (2) Location and map of zone: An Airport Obstruction Notification Zone is established around Pensacola International Airport (PNS) and consists of an imaginary surface extending from any point of PNS runway at a slope 100 to 1 for a horizontal distance of 20,000 ft. and a height of 200 above ground level. The Airport Obstruction Notification Zone map may be reviewed annually by the Airport staff and updated/amended by the Airport Executive Director as needed to ensure currency.
- (3) Development Compliance: No object, structure, or alteration to a structure will be allowed within an Airport Obstruction Notification Zone at a slope exceeding 100 to 1 for a horizontal distance of 20,000 from the nearest PNS runway or 200 feet above ground level without an approved Permit issued by the Building Inspections Department.

Sec. 12-11-3. - Structure Permit

(A) Permitting

- (1) Building Inspection Services (BIS) will make the initial determination with respect to whether proposed development exceeds the height and surface within the Airport Obstruction Notification Zone based upon on the maps in Appendix C as an element of the zoning, development order and building permit application process. If BIS determines the proposed development, including associated use of temporary construction equipment, exceeds an Airport Obstruction Notification Zone surface or height threshold, then the applicant is required to obtain a Structures Permit from BIS prior to the issuance of any further development orders or permits. This provision applies to all development or improvements to land, including new development, redevelopment, building or use modifications etc.

- (2) The permitting procedures for a Structures Permit are outlined as follows. If a structures permit application is deemed necessary by BIS as determined through the use of the Airport Obstruction Notification Zone map, the following procedures will apply:
- a. PSD will give a written notice to the applicant that a Structures Permit is required and that no further permits or development orders can be issued until a Structures Permit is obtained.
 - b. The applicant must then submit a completed Structures Permit application to Inspections Services, 222 W. Main Street, Pensacola, FL 32502. The BIS will complete a sufficiency review and then route the application to Pensacola International Airport. The Airport will review the application, and provide comment within a timely manner.
 - c. Upon receipt of a complete permit application, BIS shall provide a copy of the application to the Florida Department of Transportation's (FDOT) aviation office by certified mail, return receipt requested, or by a delivery service that provides a receipt evidencing delivery. To evaluate technical consistency with this subsection, the department shall have a 15-day review period following receipt of the application, which must run concurrently with the local government permitting process. Cranes, construction equipment, and other temporary structures in use or in place for a period not to exceed 18 consecutive months are exempt from the FDOT's review, unless such review is requested by the department. Temporary structures are still to be reviewed by the PSD.
- (3) In determining whether to issue or deny a permit, BIS will consider the following, as applicable:
- a. The safety of persons on the ground and in the air.
 - b. The safe and efficient use of navigable airspace.
 - c. The nature of the terrain and height of existing structures.
 - d. The effect of the construction or alteration on the state licensing standards for a public-use airport contained in chapter 330 and rules adopted thereunder.
 - e. The character of existing and planned flight operations and developments at public-use airports.
 - f. Federal airways, visual flight rules, flyways and corridors, and instrument approaches as designated by the Federal Aviation Administration.

- g. The effect of the construction or alteration of the proposed structure on the minimum descent altitude or the decision height at the affected airport.
- h. The cumulative effects on navigable airspace of all existing structures and all other known proposed structures in the area

(4) Approval of a permit will not be based solely on the determination by the Federal Aviation Administration that the proposed structure is not an airport hazard. (C) *Appeals and variances.* Appeals and variances from the provisions of this chapter shall be considered by the zoning board of adjustment established in section 12-13-1 in accordance with the procedures established in section 12-12-2. The Florida Department of Transportation (FDOT) shall be notified of all variance requests from the provisions of this chapter.

Sec. 12-11-3. - Sound level reduction.

It is hereby declared that the purpose of this section is to provide for the health, safety and welfare of the general public located in proximity to the Pensacola Regional Airport by establishing standards for construction materials for sound level reduction with respect to exterior noise resulting from the legal and normal operations at the Pensacola Regional Airport. This section establishes noise zones in the vicinity of Pensacola Regional Airport; establishes permitted land uses and construction materials in these noise zones; and establishes notification procedures to prospective purchasers of real estate within the noise zones.

(A) *Noise zones.*

(1) *Establishment of noise zones.* There are hereby created and established three (3) land use noise zones; zone A, zone B, and zone C. Such zones are shown on the airport noise zone maps, dated November 1993, for the City of Pensacola and Escambia County which are adopted by reference and are on file and available for review at the city planning office. The noise zones contained herein are based on the Pensacola Regional Airport FAR part 150 Study adopted in 1990.

(2) *Definition of noise zone boundaries.*

(a) Zone A. A land use noise zone is hereby established and designated as zone A, being that area commencing at the outer boundary line indicated on the noise zone map as "B" and extending outward therefrom to the furthestmost boundary line indicated on the noise zone map. The outer contour of noise zone A approximates a noise level of 65 Ldn.

(b) Zone B. A land use noise zone is hereby established and designated as zone B, being that area commencing at a boundary line indicated on the noise zone map as the outer boundary

line of noise zone C and extending outward therefrom to a boundary line indicated on the noise zone map as "A." The outer contour of noise zone B approximates a noise level of 70 Ldn.

(c) Zone C. A land use noise zone is hereby established and designated as zone C, being that area commencing at the outermost boundary line of the airport and extending outward therefrom to a boundary line indicated on the noise zone map as "B." The outer boundary line of noise zone C approximates a noise level of 75 Ldn.

(3) *Definition of overflight areas.* Overflight areas are those areas that lie directly below and five hundred (500) feet on either side of the centerline of runways 17/35 and 08/26 and extend three thousand (3,000) feet from the runway ends. No new residential construction will be allowed in these overflight areas.

(4) *Noise zone boundaries.* The boundaries of noise zones A, B, and C are depicted on the airport impact district map located in the city planning office. A complete legal description of the boundaries of each noise zone is on file in the city clerk's office and the Department of Planning and Neighborhood Development. In determining the location of noise zone boundaries on the map accompanying and made a part of these regulations, the following rules shall apply:

(a) Where boundaries are shown to follow streets or alleys, the centerline of such streets or alleys, as they exist at the time of adoption of these regulations shall be the noise zone boundary; or

(b) Where boundaries are shown to enter or cross platted blocks, property lines of lots, as they exist at the time of adoption of these regulations, shall be the noise zone boundary; or

(c) Notwithstanding the above, where a noise zone boundary line is shown dividing a platted lot, the location of such boundary, unless the same is indicated by dimensions, shall be determined by use of the legal description appearing in this chapter. Where a noise zone boundary line divides a lot into equal sections, the higher noise zone requirements shall apply. If a lot is divided into unequal sections, the noise zone shall be the same as that in the largest section;

(d) Where a noise zone boundary line is shown dividing an unsubdivided piece of property, less than ten (10) acres in area, into equal sections, the higher zoning classification shall regulate. If this acreage is divided into unequal sections, the noise zone shall be the same as that in the largest section; or

(e) Where boundaries are shown on unsubdivided property, ten (10) or more acres the location shall be determined by scale shown on the map unless dimensions are given on the map.

(B) *Land use activities permitted and restricted.* Residential land uses shall be permitted in the several noise zones as provided in Table 12-11.1, and residential uses and other types of land uses shall be permitted as specified in section 12-2-11.

(C) *Noise reduction standards, methods and construction list.* The provisions of this subsection shall apply to new construction and moving of buildings into said noise zones A, B and C, as described herein. Noise reduction standards, construction and methods are specified in Appendix G of the Part 150 study, which is available for review in the Inspection Services Department.

(1) *Noise Zone A.* Appendix G of the Part 150 Study recommends a sound reduction twenty-five (25) decibels (dB) for residential construction within the 65–70 Ldn noise contour. The standards specified in Appendix G for a reduction of twenty-five (25) dB are recommended in Noise Zone A.

(2) *Noise Zone B.* Appendix G of the Part 150 Study recommends a sound reduction of thirty (30) decibels (dB) for residential construction within the 70–75 Ldn noise contour. The standards specified in Appendix G for a reduction of thirty (30) dB are required in Noise Zone B.

(3) *Noise Zone C.* No residential construction is permitted in Noise Zone C within the city.

Any existing residence may be added to, structurally altered or repaired without conforming to the referenced specifications provided the property owner signs a waiver acknowledging notification of said specifications.

TABLE 12-11.1
PENSACOLA REGIONAL AIRPORT NOISE IMPACT DISTRICT
RESIDENTIAL LAND USE GUIDANCE CHART

Land Use Guidance Zones (LUG)	Noise Exposure Class	Ldn Day-Night Average Sound Level	Pensacola Residential Development Guidelines	Suggested Noise Controls
A	Minimal Exposure	65 to 70	Normally Acceptable	Normally no Special Considerations, Suggest Noise Attenuation Materials
B	Moderate Exposure	70 to 75	Provisionally Acceptable	Site Specific Analysis, Aviation Easements, Sound Level

				Reduction Measures
C	Significant Exposure	75 and Higher	Unacceptable	No Additional Residential Development, Containment Within Airport Boundary or Compatible Non-Residential Land Use
NOTES:				
1. This chart has been tailored to the specific conditions at Pensacola Regional Airport.				
2. See Chapter 12-14 for definition of terms.				

(D) *Filing of maps.* Maps depicting noise impacted areas shall be available for public inspections at the Department of Planning and Neighborhood Development, and delivered for filing in the office of the County Comptroller of Escambia County.

Sec. 12-11-4. - Administration and enforcement.

It shall be the duty of the building official to administer and enforce the regulations prescribed in this chapter within the territorial limits over which the city has jurisdiction. Prior to the issuance or denial of a tall structure permit by the building official, the Federal Aviation Administration must review the proposed structure plans and issue a determination of hazard/no hazard. In the event that the building official finds any violation of the regulations contained herein, he shall give written notice to the person responsible for such violation. Such notice shall indicate the nature of the violation and the necessary action to correct or abate the violation. The building official shall, prior to granting approval of any alternate materials other than those listed in the noise reduction materials, methods and construction list, require a qualified acoustical consultant to certify, at the owner's expense, that the alternate materials and methods are either equal to or greater than the noise reduction capabilities of the materials and methods itemized in the approved noise reduction materials, methods and construction list.

Sec. 12-11-5. - Appeals.

An appeal from any interpretation or administrative decision of the building official may be taken, and requests for variance or exception may be made to the zoning board of adjustment as provided in section 12-12-2 of this title.

- (a) A person, a political subdivision or its administrative agency, or a joint airport zoning board that contends a decision made by a political subdivision or its administrative agency is an improper application of airport zoning regulations may use the process established for an appeal.
- (b) All appeals must be made within a reasonable time as provided by the rules of the zoning board of adjustment. The building official shall forthwith transmit to the board of adjustment all the papers constituting the record upon which the appeal was taken.
- (c) An appeal shall stay all proceedings in the furtherance of the action appealed unless the building official certifies to the zoning board of adjustment, after the notice of appeal has been filed that by reason of the facts stated in the certificate, a stay would cause imminent peril to life or property. In such case, proceedings shall not be stayed except by order of the zoning board of adjustment on notice to the building official and after due cause is shown.
- (d) The zoning board of adjustment shall fix a reasonable time for hearings appeals, give public notice and due notice to the interested parties and render a decision within a reasonable time. The zoning board of adjustment shall notify in writing, the airport manager and NAS facilities management office of all meetings. During the hearing, any party may appear in person, by agent, or by attorney.
- (e) The zoning board of adjustment may, in conformity with the provisions of this chapter, reverse or affirm, in whole, or in part, or modify, the order, requirement, decision or determination, as may be appropriate under the circumstances.

Sec. 12-11-6. - Future uses.

No change shall be made in the use of land, and no structure shall be altered or otherwise established in any zone hereby created except in accordance with this chapter.

Sec. 12-11-7. - Variances.

A variance may be granted by the zoning board of adjustment where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the regulations would result in unnecessary and undue hardship, and would prevent the substantial enjoyment of property rights as shared by nearby properties which do conform to this chapter.

Sec. 12-11-8. - Exemptions.

All single-family development proposals located in ATZ-1 and ATZ-2 zones in existing subdivisions are exempt from the provisions of this chapter, except for section 12-11-2 and 12-11-3(C).

Sec. 12-11-9. - Required reevaluation.

Permitted use, regulations of land and other development requirements set forth in this chapter shall be reviewed within one year of the date of completion of the update to the airport master plan. This review shall be undertaken to determine if any parts herein require amendment in order to be made consistent with the most current airport master plan. When such amendment is deemed necessary, it will be promulgated by official city council action, with due public notice.

SECTION 3. Chapter 12-14 Definitions of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

CHAPTER 12-14. DEFINITIONS

[Sec. 12-14-1. - Definitions enumerated.]

As used in this title and unless the context clearly indicates otherwise:

Abandonment means to cease or discontinue a use or activity without intent to resume, but excluding temporary or short-term interruptions to a use or activity during periods of remodeling, maintaining, or otherwise improving or rearranging a facility, or during normal periods of vacation or seasonal closure.

Abut means having property or district lines in common.

Access management means a method whereby non-residential property owners limit the number of driveways or connections from individual parcels of property to the major thoroughfare.

Accessory residential unit means an accessory structure built or a portion of a single-family dwelling unit which is converted into a separate housing unit subject to regulations in section 12-2-52 and which may be rented.

Accessory office unit means an accessory structure built or a portion of a single-family dwelling unit which is converted into a separate office unit subject to regulations in section 12-2-51 and which may be rented.

Accessory use means a use or structure which:

- (a) Is clearly incidental to, customarily found in association with, and serves a principal use;
- (b) Is subordinate in purpose, area, or extent to the principal use served; and

(c) Is located on the same lot as the principal use or on an adjoining lot in the same ownership as that of the principal use.

Addition (to an existing building) means any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common load-bearing wall other than a fire wall. Any walled and roofed addition which is connected by a fire wall or is separated by independent perimeter load-bearing walls is new construction.

Adjacent means any property that is immediately adjacent to, touching, or separated from such common border by the width of a right-of-way, alley, or easement.

Adult entertainment establishment means an adult motion picture theater, a leisure spa establishment, an adult bookstore, or an adult dancing establishment.

Airport means any area of land or water designed and set aside for the landing and taking off of aircraft and used or to be used in the interest of the public for such purpose.

Airport hazard means an obstruction to air navigation which affects the safe and efficient use of navigable airspace or the operation of planned or existing air navigation and communication facilities.

Airport obstruction zone means any area of land or water upon which an airport hazard might be established.

Airport protection zoning regulations means airport zoning regulations governing airport hazards.

Alleys are roadways which afford only a secondary means of access to abutting property and not intended for general traffic circulation.

Alteration means any change or rearrangement in the supporting members of an existing building, such as bearing walls, columns, beams, girders or interior partitions, as well as any change in doors or windows, or any enlargement to or diminution of a building or structure, whether horizontally or vertically.

Amusement machine complex means a group of three (3) or more amusement games or other amusement machines, in the same place, location or premises.

Anchoring system means an approved system of straps, cables, turnbuckles, chains, ties or other approved materials used to secure a manufactured home.

Animal clinic, veterinary clinic means an establishment where small animals are admitted for examination and treatment by one or more persons practicing veterinary medicine. Animals may be boarded or lodged overnight provided such activity is totally confined within the building. No outside pens or runs shall be allowed. See: Kennel.

NOTE: Small animals shall be deemed to be ordinary household pets excluding horses, monkeys, or other such animals not readily housed or cared for entirely within the confines of a residence.

Antenna means any exterior transmitting or receiving device mounted on a tower, building or structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals or other communication signals.

Antenna array means one (1) or more personal wireless antennas used by a single service provider and designed and installed at the same site in such a way as to operate as a unit.

Antenna support structure means a guyed or lattice-work tower that is designed and constructed for the sole purpose of supporting one (1) or more personal wireless antennas.

Apartment house. See: Dwelling, multiple.

Automobile repair. See: Garage, mechanical.

Appeal means a request for a review of the building official's interpretation of any provision of this title or a request for a variance.

Bar means a structure or part of a structure in which the principal business is the sale or dispensing of alcoholic beverages for consumption on the premises. This term includes lounges, taverns, pubs, bottle clubs, etc.

Bed and breakfast facility means an accessory use in which no more than four (4) rooms or lodging units and breakfast service only is provided to guest clients, for lengths of stay ranging from one night to seasonal, by the owner of the principal structure living on-site.

Block means a parcel of land entirely surrounded by public streets, watercourse, railway, right-of-way, parks, etc., or a combination thereof.

Boardinghouse, lodging house means a dwelling other than an apartment, commercial hotel or motel where, for compensation and by prearrangement for definitive periods, lodging, or lodging and meals are provided for five (5) or more persons; and which is subject to licensing by the Division of Hotels and Restaurants of the Florida Department of Business Regulations as a rooming or boarding house.

Boats and boat trailers means a vessel or craft for use on the water which is customarily mounted upon a highway vehicle designed to be hauled by an automobile vehicle.

Boat sales and service shop means an establishment primarily engaged in the sale or repair of boats, marine engines, marine equipment, and any similar services.

Buffer yard means a ten-foot strip of yard along the property line(s) used to visibly separate incompatible land uses and/or zoning districts as regulated through provisions established in section 12-2-32.

Buildable area means area inside building setback lines.

Building means any structure built for support, shelter, or enclosure for any occupancy or storage.

Building coverage means the area of a site covered by all principal and accessory buildings.

Building height means the vertical distance of a building measured from the average elevation of the finished grade to the highest point of the roof, except in a special flood hazard area where the height of a building is measured from an elevation established three (3) feet above the required base flood elevation.

Building official means the individual responsibility for conducting inspections and issuing permits under the Standard Building Code as amended.

Building setback line means that line that is the required minimum distance from the street right-of-way or any other lot line when measured at right angles that establishes the area within which the principal structure must be erected or placed.

Cabana means a beach or pool-side shelter, usually with an open side facing the water.

Camping trailer means a vehicular portable structure mounted on wheels, constructed with collapsible partial side walls of fabric, plastic, or other material for folding compactly while being drawn by another vehicle and when unfolded at the site or location, providing temporary living quarters, and which is designed for recreation, travel, or camping purposes.

Car wash means a building, or portion thereof, where automobiles are washed, including self-service car washes.

Cemetery means land used or intended to be used for the burial of the dead and dedicated for cemetery purposes and including, the sale of burial plots, columbariums and mausoleums, in addition to the operations of a funeral chapel, management office and maintenance facility when operated in conjunction with and within the boundary of such cemetery.

Incidental cemetery functions shall include the sale of interment rights, caskets, funeral services, monuments, memorial markers, burial vaults, urns, flower vases, floral arrangements and other similar merchandise and services when limited for use in the cemetery in which they are sold. Manufacturing of these items shall be prohibited on the cemetery premises. No outdoor retail displays shall be permitted except for monuments and memorial markers.

No portions of the cemetery or accessory buildings shall be used for purposes of embalming and cremation or the performance of other services used in preparation of the dead for burial.

Certificate of occupancy means official certification by the building official that a building conforms to provisions of the zoning ordinance and technical codes, and may be used or occupied. Such certificate is granted for new construction or for a change of occupancy classification in an existing non-residential building. A building or part thereof may not be occupied unless such certificate is issued.

Chapel means a structure whose primary use is assembly for religious purposes.

Child care center. See: Day Care Center.

Childcare facility. Any childcare center or childcare arrangement which provides childcare for more than five (5) children unrelated to the operator and which receives a payment, fee, or grant for any of the children receiving care, wherever operated, and whether or not operated for profit. Examples of a childcare facility include the following:

Drop-in child care means childcare which is provided occasionally in a childcare facility in a shopping mall or business establishment where a child is in care for no more than a four-hour period and the parent remains on the premises of the shopping mall or business establishment at all times. Drop-in childcare arrangements shall meet all requirements for a childcare facility unless specifically exempted.

Evening childcare means childcare provided during the evening hours of 6:00 p.m. to 7:00 a.m. to accommodate parents who work evenings and late-night shifts.

Family day care home means an occupied residence in which childcare is regularly provided for children from at least two (2) unrelated families and which receives a payment, fee, or grant for any of the children receiving care, whether or not operated for profit. A family day care home shall be allowed to provide care for one of the following groups of children, which shall include those children under thirteen (13) years of age who are related to the caregiver: a) A maximum of four (4) children from birth to twelve (12) months of age. b) A maximum of three (3) children from birth to twelve (12) months of age, and other children, for a maximum total of six (6) children. c) A maximum of six (6) preschool children if all are older than twelve (12) months of age. d) A maximum of ten (10) children if no more than five (5) are under preschool age and, of those five (5), no more than two (2) are under twelve (12) months of age.

Large family child care home means an occupied residence in which child care is regularly provided for children from at least two (2) unrelated families, which receives a payment, fee, or grant for any of the children receiving care, whether or not operated for profit, and which has at least two (2) full-time child care personnel on the premises during the hours of operation as defined in the Florida Statutes.

Churches and religious institutions. A building or structure, or groups of buildings or structures, which by design and construction are primarily intended for the conducting of organized religious services and accessory uses associated therewith. Includes temples, synagogues or other places of assembly for the purposes of organized religion.

Clearing or clearing and grubbing means removal of vegetation such as tree stumps, shrubs and roots from the land, but shall not include mowing.

Clinic means a building designed and used for the medical and surgical diagnosis and treatment of patients under the care of doctors and nurses.

Cluster development. A form of development for residential subdivisions that permits a reduction in lot area and setback requirements, provided there is no increase in the density of residential units permitted within the future land use district and the resultant land area is devoted to open space.

Coastal high hazard area means the evacuation zone for a Category 1 hurricane as established in the most current hurricane evacuation study for the area.

Commercial communications antenna means a surface from which television, radio, or telephone communications signals are transmitted or received, but which is neither (i) used primarily for the provision of personal wireless services nor (ii) used exclusively for dispatch communications. The term also includes any microwave or television dish antenna.

Commercial communications tower means a structure on which may be mounted one (1) or more antennas intended for transmitting or receiving television, radio, or telephone communications, but which is neither (i) used primarily for the provision of personal wireless services nor (ii) used exclusively for dispatch communications.

Commercial mobile service means any mobile service that is provided for profit and makes interconnected service available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public.

Commercial vehicle means any motor vehicle, trailer, or semi-trailer designed or used to carry passengers, freight, materials, or merchandise in the furtherance of any commercial enterprise.

Commercial vehicle-Large means any commercial vehicle greater than seven (7) feet wide, seven (7) feet high or twenty-five (25) feet long including but not limited to the following: construction equipment (bulldozers, graders etc.) semi-tractors and/or trailers, moving vans, delivery trucks, flat-bed and stake-bed trucks, buses (except school buses), and similar vehicles over seven (7) feet wide, seven (7) feet high or twenty-five (25) feet long.

Commercial vehicle-Small means any commercial vehicle less than or equal to seven (7) feet wide, seven (7) feet high or twenty-five (25) feet long including but not limited to the following: automobiles, pick-up trucks, sport utility vehicles, vans, and other vehicles which are also commonly used as personal vehicles.

Communications tower means a commercial communications tower or a personal wireless tower.

Community correctional center means any residential or non-residential facility described in F.S. § 944.033, created to supervise offenders on probation and/or facilitate the reintegration of state inmates back into the community by means of participation in various work-release, study-release, community service, substance abuse treatment and other rehabilitative programs. This includes all non-residential and residential offender facilities licensed and operated by the State of Florida Department of Corrections or the Federal Bureau of Prisons.

Community residential home means a dwelling unit licensed to serve clients of the Department of Health and Rehabilitative Services, which provides a living environment for up to fourteen (14) unrelated residents who operate as the functional equivalent of a family, including such supervision and care by support staff as may be necessary to meet the physical, emotional and social needs of the residents. Types of community residential homes include the following: adult congregate living facilities; adult foster homes; residential treatment facilities for alcohol, drug abuse and mental health services; residential child care agency facilities (excluding runaway and emergency shelters, family foster and maternity homes); intermediate care facilities for the mentally retarded/developmentally disabled; foster care facilities; and group homes.

Comprehensive plan means the Comprehensive Plan for the City of Pensacola and any amendment thereto.

Concurrency means the provision of the necessary public facilities and services required to maintain the adopted level of service standards at the time the impacts of development occur.

Concurrency monitoring report means the data collection, processing, and analysis performed by the City of Pensacola to determine impacts on the established levels of service for potable water, sanitary sewer, drainage, solid waste, recreation and open space, roads, and mass transit. For traffic circulation: data collection, processing, and analysis will be utilized to determine traffic concern areas and traffic restriction areas in addition to impacts on the established levels of service. The traffic circulation data maintained by the concurrency management monitoring report shall be the most current information available to the city.

Conditional use means a use allowed in a particular zoning district only upon complying with all the standards and conditions as specified in the regulations and approved by city council.

Condominium means ownership in fee simple of a dwelling unit, and the undivided ownership, in common with other purchasers, of the common elements in the development.

Construction (Chapter 12-9, Stormwater Management and Control of Erosion, Sedimentation and Runoff) means any on-site activity which will result in the creation of a new stormwater discharge facility, including the building, assembling, expansion, modification or alteration of the

existing contours of the site, the erection of buildings or other structures, or any part thereof, or land clearing.

Contiguous means next to, abutting, or touching and having a boundary or portion thereof, which is coterminous.

Cross access driveways mean a method whereby access to property crosses one or more adjoining parcels of property. Cross access driveways will generally be placed at the rear of these properties, but are not limited to that method.

Crown means the main point of branching or foliage of a tree or the upper portion of a tree.

Cul-de-sac means a street terminated at the end by a vehicular turnaround.

Day care center means any establishment which provides care for the day for more than five (5) persons unrelated to the operator and which received a payment, fee or grant for any of the persons receiving care wherever operated and whether or not operated for profit. The term "day care center" shall include child care center, day nursery, day care service and day care agency.

Decision height means the height at which a decision must be made, during an ILS instrument approach, to either continue the approach or to execute a missed approach.

Deck means a flat floored roofless area adjoining a house.

Dense business area means all of that portion of the corporate limits of the city lying south of the north line of Wright Street, west of the east line of Alcaniz Street, east of the west line of Spring Street to the north line of Garden Street and east of the west line of "A" Street south of the north line of Garden Street and the area encompassed in the Gateway Redevelopment District, those properties located on the north side of Heinberg Street between the east line of 9th Avenue and the west line of 14th Avenue, and C-2A Downtown Retail Commercial District, but excluding all areas zoned HC-1 (Historical Commercial District) and GRD-1 (Gateway Redevelopment District, Aragon redevelopment area).

Density means the number of dwelling units per acre of land. Density figures will be computed by dividing the total number of dwelling units in a contiguous parcel by the total number of acres in a contiguous parcel.

Detention means collection and storage of stormwater for treatment through physical, chemical or biological processes and for attenuating peak discharge with subsequent gradual controlled discharge.

Detention pond (basin) means a storage facility for the detention of stormwater.

Developable area means the total area of a lot or parcel, excluding public rights-of-way.

Development or development activity means:

- (a) The construction, installation, alteration, or removal of a structure, impervious surface, or stormwater management facility; or
- (b) Clearing, scraping, grubbing, killing, or otherwise removing the vegetation from a site; or
- (c) Adding, removing, exposing, excavating, leveling, grading, digging, burrowing, dumping, piling, dredging, mining, drilling or otherwise significantly disturbing the soil, mud, sand or rock or a site; or
- (d) The modification or redevelopment of a site.

Development order means any order granting, denying, or granting with conditions an application for a development permit.

Development permit means any permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of the land.

Development plan; site plan means a plan, prepared to scale as regulated in section 12-2-81, showing accurately and with complete dimensioning, the boundaries of a site, and the location of all buildings, structures, uses and principal site development features proposed for a specific parcel of land.

Discharge (section 12-2-26, Wellhead Protection) means, but is not limited to, any spilling, leaking, seeping, pouring, misapplying, emitting, emptying or dumping of any pollutants prohibited by lawful statutes or regulation which occurs and which affects surface and ground waters.

Discharge (Chapter 12-9, Stormwater Management and Control of Erosion, Sedimentation and Runoff) means volume of fluid per unit time flowing along a pipe or channel from a project, site, aquifer, stormwater management facility, basin, discharge or outfall point.

Dormitory means a building used as group living quarters for a student body or religious order as an accessory use for a college university, boarding school, orphanage, convent, monastery, or other similar institutional use.

Drain means a channel, pipe or duct for conveying surface, groundwater or wastewater.

Drainage means surface water runoff; the removal of surface water or groundwater from land by drains, grading or other means which include runoff controls, to minimize erosion and sedimentation during and after construction or development.

Drainage area basin means a catchment area drained by a watercourse or providing water for a reservoir.

Dredging means a method for deepening streams, wetlands or coastal waters by excavating solids from the bottom.

Dripline means the circumference of the tree canopy extended vertically to the ground.

Driveways:

- (a) Mean any privately owned way or place used for vehicular travel by the owner and those having express or implied permission from the owner, but not by other persons. It shall not include an extension or parking apron that may be an extension of a "driveway."
- (b) Mean the connections or curb cuts that permit vehicular access to a site from the roadway.

Dry cleaners means an establishment which cleans and/or dries garments and similar materials using water and/or chemical liquids or solvents.

Dwelling, dwelling unit means an enclosure of one or more rooms and separate bathroom and kitchen facilities designed and constructed as a unit for permanent residential occupancy by one family.

Dwelling, multifamily means a building designed, constructed or reconstructed and used for three (3) or more dwelling units, with each dwelling unit having a common structural or load-bearing wall of at least ten (10) linear feet with any other dwelling unit on the same floor or building level.

Dwelling, single-family means a building designed, constructed or reconstructed and used for one dwelling unit.

- *Attached.* A single-family dwelling that is connected on at least one side by means of a common dividing structural or load-bearing wall of at least ten (10) linear feet to one or more other single-family dwellings, or the end dwelling of a series of such dwellings, each dwelling unit on its own individual lot.
- *Detached.* A single-family dwelling which is completely surrounded by permanent open spaces.

Dwelling, two-family (duplex) means a building designed, constructed or reconstructed and used for two (2) dwelling units that are connected by a common structural or load-bearing wall of at least ten (10) linear feet.

Easement means a grant by the property owner of a nonpossessing right of use of his land by another party for a specific purpose.

Enforcing officer means the mayor or duly authorized representative.

Emergency circumstances means the situation which exists when a single-family residence of a person or persons residing in the city is destroyed by a fire or other disaster to the extent that said person or persons are unable to continue residency in said residence until it is repaired or rebuilt.

Emergency health situation means any situation involving sickness or other physical disability of an individual to the event that he or she

requires the assistance of another individual to attend to his or her personal needs, and the use of a manufactured home becomes necessary or desirable in order to care for such individual.

Engineer means a person who is registered to engage in the practice of engineering under F.S. §§ 471.001–471.039, who is competent in the field of hydrology and stormwater pollution control; includes the terms "professional engineer" and "registered engineer."

Equipment cabinet means an enclosed shed or box at the base of a personal wireless tower or associated with a personal wireless antenna within which are housed, among other things, batteries and electrical equipment.

Erosion means the washing away or scour of soil by water or wind action.

Family means one or more persons occupying a dwelling unit and using common utility services, provided that unless all members are related by blood or marriage, no such family shall contain over four (4) persons.

Filling station. See: Service station.

Floor means the top surface of an enclosed area in a building (including basement), i.e., top of slab in concrete slab construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking vehicles.

Floor area, gross means the sum of all floors of a building as measured to the outside surfaces of exterior walls and including halls, elevator shafts, stairways, interior balconies, mezzanines, open porches, breezeways, mechanical and equipment rooms and storage rooms. Enclosed parking and loading areas below or above grade are excluded from gross floor area.

Floor area, net means the total of all floor areas of a building, excluding halls, elevator shafts, stairways, open porches, breezeways, mechanical and equipment rooms, storage rooms, enclosed parking and loading spaces, and other areas not intended for human habitation or service to the public.

Foundation siding/skirting means a type of wainscoting constructed of fire and weather resistant material enclosing the entire undercarriage of a manufactured home.

Fraternity house, sorority house, or student cooperative means a building occupied by and maintained exclusively for students affiliated with an academic or professional college or university or other recognized institution of higher learning and regulated by such institution.

Frontage means all the property abutting on one side of a street measured along the street line.

Funeral parlor, funeral home means a building used for the preparation of the deceased for burial and the display of deceased and ceremonies connected therewith before burial or cremations. The building may contain

space for the storage and display of caskets, funeral urns, and other funeral supplies.

Furniture manufacturing/repair shop means an establishment primarily engaged in the manufacturing and repairing of furniture including cabinets, tables, desks, beds and any similar items.

Garage, residential means building or area used as an accessory to or part of a main building permitted in any residential district, providing for the storage of motor vehicles, and in which no business occupation, or service for profit is in any way conducted.

Garage, parking or storage means any building or premises except those described as a private garage used for the storage of automobiles. Services other than storage shall be limited to refueling, lubrication, washing, waxing and polishing.

Garage, mechanical means buildings where the services of a service station may be rendered, i.e., maintenance, service and repair of automobiles, not to include body work, painting, storage for the purpose of using parts or any other activity which may be classified as a junk yard.

Gas station. See: Service station.

Golf course means a tract of land for playing golf, improved with tees, greens, fairways, hazards and which may include clubhouses and shelters. See golf driving range and golf, miniature.

Golf, miniature means a simplified version of golf, played on a miniature course.

Greenhouse means a structure used for the cultivation or protection of tender plants.

Greenhouse, commercial means a structure in which plants, vegetables, flowers and similar materials are grown for sale.

Ground cover means low growing plants planted in such a manner as to form a continuous cover over the ground (e.g., Confederate Jasmine, English Ivy or other like plants).

Health club, spa, exercise center means an establishment for the exercise and improvement of health, with or without specialized equipment.

Home occupation means an accessory use of a service character customarily conducted within a dwelling by the resident thereof, which is clearly secondary to the use of the dwelling for living purposes and which does not change the character thereof or have any exterior evidence of such secondary use and in connection therewith is not involved in the keeping of a stock-in-trade.

Hospital means a building designed and used for the medical and surgical diagnosis, treatment and housing of persons under the care of doctors and nurses.

Hotel means a building in which lodging, or boarding and lodging, are provided and offered to the public for compensation.

Impervious surface means a surface covered by an impermeable, nonporous material including concrete, asphalt, wood, metal, plastic, fiberglass, compacted clay, and other substances.

Industrial laundry means an establishment which provides industrial type cleaning, including linen supply, rug and carpet cleaning, and diaper service.

Industry, heavy means a use engaged in the basic processing and manufacturing of materials or products predominately from extracted or raw materials, or a use engaged in storage of, or manufacturing processes using flammable or explosive materials, or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions.

Industry, light means a use engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, packaging, incidental storage, sales, and distribution of such products, but excluding basic industrial processing.

Interstate corridor means the area within one hundred twenty-five (125) feet of either side of the rights-of-way of Interstate Highways I-10 or I-110.

Irrigation system means the water supply system used to irrigate the landscaping consisting of an underground sprinkler system, outlets for manual watering, or other appropriate technology.

Joint or shared access driveways mean a method whereby adjoining property owners share a common driveway. These driveways will generally be placed along a common property line, but are not restricted to that method.

Joint, shared, and cross access systems mean the driveways and parking areas utilizing these methods.

Junkyard means a parcel of land used for the collecting, storage and/or sale of waste paper, rags, scrap metal or discarded material, or for the collecting, dismantling, storage, salvaging or sale of parts of machinery or vehicles not in running condition.

Kennel means an establishment which is licensed to house dogs, cats, or other household pets and where grooming, breeding, boarding, training, or selling of animals is conducted as a business. Outside pens and runs are allowed.

Land use means the specific purpose for which land or a building is designated, arranged, intended, or for which it is or may be occupied or maintained.

Ldn means a day/night average sound level which is the twenty-four-hour average sound level, in decibels on the A scale, obtained after the addition of ten (10) decibels to sound levels during the night from 10:00 p.m. to 7:00 a.m.

Landfill means any solid waste land disposal area for which a permit, other than a general permit, is required by s. 403.707 and which receives

solid waste for disposal in or upon land. The term does not include a land-spreading site, an injection well, a surface impoundment, or a facility for the disposal of construction and demolition debris.

Landscape material means living material including, but not limited to, trees, shrubs, vines, lawn grass, ground cover; landscape water features; and nonliving durable material commonly used in landscaping, including but not limited to rocks, pebbles, sand, weed barriers including but not limited to polypropylene and jute mesh, brick pavers, earthen mounds, but excluding impervious surfaces for vehicular use. Fifty (50) percent of landscape material shall be living.

Laundromat means an establishment providing coin-operated washing and dry-cleaning machines on the premises.

Local business tax receipt inspection certificate means either (1) for a new building or a change of occupancy classification, a certificate of occupancy issued by the building official or (2) for an existing non-residential building, an official certification by the fire department that such building conforms to the NFPA 1, Fire Prevention Code, and may be used or occupied. Such certificate is granted for a change in tenancy, business ownership, or nature of use in existing non-residential buildings. With respect to existing buildings, such certificate shall mean only that, in the opinion of the official issuing the certificate, the building, or the part thereof for which the certificate is issued, is deemed to be in compliance with applicable codes. No such certificate shall be a warranty of code compliance.

Lodge means the hall or meeting place of a local branch or the members composing such a branch of an order or society.

Lot means a parcel, plot, or tract of land having fixed boundaries and having an assigned number, letter or other name through which it may be identified. For the purpose of this title the word "lot" shall be taken to mean any number of contiguous lots or portions thereof, upon which one or more main structures for a single use are erected or are to be erected.

Lot, corner means a lot abutting upon two (2) or more streets at their intersection.

Lot, interior means a lot other than a corner lot.

Lot, nonconforming means any lot which does not meet the requirements for minimum lot area, lot width, or yard requirements for any use, for the district in which such lot is located.

Lot, through means an interior lot having frontage on two (2) streets or corner lots having frontage on three (3) or more streets.

Lot coverage means the area of a site covered by all principal and accessory buildings and any parking areas, walkways, drives or other impervious surfaces.

Lot depth means the distance measured in the mean direction of the side line of the lot from midpoint of the front line to the midpoint of the opposite main rear line of the lot.

Lot of record means an area designated and owned as a separate and distinct parcel of land on a legally recorded deed as filed in the Public Records of Escambia County, Florida prior to July 24, 1965.

Lot lines means the property lines bounding a lot.

Lot width means the distance between the side lot lines measured along the street right-of-way lines or the building setback lines.

Maintenance means that action taken to restore or preserve structures, buildings, yards or the functional intent of any facility or system.

Major recreational equipment means all travel trailers, camping trailers, truck campers, motor homes, boats, boat trailers, racecars, utility trailers, dune buggies and similar recreational equipment.

Major subdivision. See: Subdivision.

Manufactured building, modular building means a closed structure, building assembly, or system of subassemblies, which may include structural, electrical, plumbing, heating, ventilating or other service systems manufactured in manufacturing facilities for installation or erection, with or without other specified components, as a finished building, or as part of a finished building, and bearing the insignia of approval of the Florida Department of Community Affairs. Manufactured buildings shall include, but not be limited to, residential, commercial, institutional, storage, and industrial structures. Manufactured buildings are permitted in any zoning district in the city. This does not include mobile homes or manufactured homes.

Manufactured home means a single-family dwelling unit fabricated on or after June 15, 1976 in an off-site manufacturing facility for installation or assembly at the building site, with each section bearing a seal certifying that it is built in compliance with the U.S. Department of Housing and Urban Development construction and safety standards (HUD Code). Manufactured homes fall into one or the following two (2) categories:

Residential Design Manufactured Home or *RDMH* means a manufactured home which meets certain residential design criteria described in section 12-2-62 and which is compatible with site-built dwellings.

Standard Design Manufactured Home or *SDMH* means a manufactured home which does not meet the residential design criteria.

Manufactured home park means a parcel of land under single ownership on which more than one manufactured home or space for such is located and available for rent or lease.

Marina means a place for docking boats and/or providing services to boats and the occupants thereof, including minor servicing and repair

to boats while in the water, sale of fuel and supplies, and/or provision of food, beverages, and entertainment as accessory uses.

Martial art means pertaining to manual self-defense, unarmed, hand-to-hand combat including karate, judo and jujitsu.

Mean high water line means the line formed by the interaction of the tidal plane of mean high tide with the shore.

Minimum descent altitude means the lowest altitude, expressed in feet above mean sea level, to which descent is authorized on final approach or during circle-to-land maneuvering in execution of a standard instrument approach procedure where no electronic glide slope is provided.

Minimum obstruction clearance altitude means the specified altitude in effect between radio fixes or VOR airways, off-airway routes, or route segments which meets obstruction clearance requirements for the entire route segment and which assure acceptable navigational signal coverage only within twenty-two (22) miles of a VOR.

Mini-warehouse; mini-storage means a structure containing separate storage spaces of varying sizes leased or rented on an individual basis.

Minor subdivision. See: Subdivision.

Mobile home means a transportable, factory-built home, designed to be used as a year-round residential dwelling but not conforming to the definition of a manufactured home.

Mobile home park means a parcel of land under single ownership on which more than one mobile home or space for such is located and available for rent or lease.

Modular home. See: Manufactured building.

Monopole means a structure consisting of a single steel or concrete shaft that is designed and constructed for the sole purpose of supporting one (1) or more personal wireless antennas.

Mortuary means a place for the storage of human bodies prior to their burial or cremation.

Motel means a building in which lodging, or boarding and lodging, are provided and offered to the public in contradistinction to a boarding or lodging house, or a multiple-family dwelling, same as a hotel, except that the buildings are usually designed to serve tourists traveling by automobile, ingress to rooms need not be through a lobby or office, and parking usually is adjacent to each unit.

Motor home means a structure built on and made an integral part of a self-propelled motor vehicle chassis, designed to provide temporary living quarters for recreation, camping, and travel use.

Motor hotel. See: Motel.

Noise zones (See Chapter 12-11).

Noise zone A means an area of minimal noise exposure between the 65-70 Ldn noise contour in which land use is normally acceptable for

construction of buildings which include appropriate noise attenuation measures.

Noise zone B means an area of moderate noise exposure between the 70-75 Ldn noise contour in which land use should require aviation easements and appropriate sound level reduction measures for the construction of buildings.

Noise zone C means an area of significant noise exposure within the 75 Ldn contour in which land use should be limited to activities that are not noise sensitive.

Nonconforming lot. See: Lot.

Nonconforming structure means any structure which does not meet the limitations on building size and location on a lot, for the district in which such structure is located.

Nonconforming use means any use of land which is inconsistent with the provisions of this chapter or amendments thereto.

Nonprecision instrument runway means a runway having a nonprecision instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment for which a straight-in, nonprecision instrument approach procedure has been approved or planned and for which no precision approach facilities are planned or indicated on an FAA planning document or military service's military airport planning document.

Nonresidential use means any use of land which is not defined as an office, commercial or industrial land use and which is permitted within a residential district, including public uses, churches, day care centers, etc.

Obstruction means any existing or proposed object, terrain, or structure construction or alteration that exceeds the federal obstruction standards contained in 14 C.F.R. part 77, subpart C. The term includes:

- (a) Any object of natural growth or terrain;
- (b) Permanent or temporary construction or alteration, including equipment or materials used and any permanent or temporary apparatus; or
- (c) Alteration of any permanent or temporary existing structure by a change in the structure's height, including appurtenances, lateral dimensions, and equipment or materials used in the structure.

Occupational license inspection certificate means either (1) for a new building or a change of occupancy classification, a certificate of occupancy issued by the building official or (2) for an existing non-residential building, an official certification by the fire department that such building conforms to the NFPA 1, Fire Prevention Code, and may be used or occupied. Such certificate is granted for a change in tenancy, business ownership, or nature of use in existing non-residential buildings. With respect to existing buildings, such certificate shall

mean only that, in the opinion of the official issuing the certificate, the building, or the part thereof for which the certificate is issued, is deemed to be in compliance with applicable codes. No such certificate shall be a warranty of code compliance.

Opacity means the degree of obscuration of light.

Opaque means the characteristic of excluding or screening visual contact.

Outbuilding means a building located to the rear of a lot, separate from the principal building, whose use is defined in the Urban Regulations section of the Aragon Design Code.

Outdoor storage means the storage or display outside of a completely enclosed building, of merchandise offered for sale as a permitted use or of equipment, machinery and materials used in the ordinary course of a permitted use. Items used in renovation or construction, where a building permit has been issued, are exempt from this definition for purposes of this title.

Parking lot means an area or plot of land used for the storage or parking of vehicles.

Permanent perimeter enclosure means a structural system completely enclosing the space between the floor joists of a home and the ground.

Permitted use. A use by right that is specifically authorized in a particular zoning district.

Personal service shop means an establishment engaged in providing services including the care of a person or his apparel, or any of the following services. Barbershops, beauty shops, tailoring shops, watch repair shops, body tanning centers, weight loss centers or any similar services with the exception of those expressly referenced elsewhere in this chapter.

Personal wireless antenna means a surface from which radio signals are transmitted or received for purposes of providing personal wireless services.

Personal wireless facility means a personal wireless antenna, a personal wireless tower, an equipment cabinet, or any combination thereof.

Personal wireless services means commercial mobile service, unlicensed wireless services, and common carrier wireless exchange access services.

Personal wireless tower means an antenna support structure or a monopole.

Planting area means any area designed for landscape material installation.

Plat means a map or delineated representation of the subdivision of lands, being a complete exact representation of the subdivision and other information in compliance with the requirement of all applicable sections of this title.

Precision instrument runway means a runway having an instrument approach procedure utilizing an instrument landing system (ILS) or a precision approach radar (PAR).

Predevelopment condition means topography, soils, vegetation, rate, volume and direction of surface or groundwater flow existing immediately prior to development based on best available historical date.

Private club means buildings, facilities and property owned and operated by a corporation or association of persons for social or recreational purposes, including those organized chiefly to promote friendship or welfare among its members, but not operated primarily for profit or to tender a service which is customarily carried on as a business.

Protected tree means native trees protected by Chapter 12-6, as identified by species and size in Appendix A of that chapter.

Public transit bus shelter means a structure or facility located at a site designated and approved by the operating transit agency and the City of Pensacola whose purpose is to protect passengers from the elements.

Quadruplex means four (4) attached single-family dwelling units and each unit has two (2) open space exposures and shares two (2) separation walls with an adjoining unit or units.

Receiving bodies of water means waterbodies, watercourses or wetlands into which surface waters flow.

Recharge means inflow of water into a project site, aquifer, drainage basin or facility.

Residential design manufactured home. See: Manufactured home.

Residential districts are those including the following zoning classifications: R1-AAAAA, R1-AAAA, R1-AAA, R1-AA, R1-A, R-ZL, R-2A.

Restaurant means any building or structure or portion thereof, in which food is prepared and served for pay primarily for consumption on the premises.

Restaurant, drive-in or drive-through means a drive-in or drive-through restaurant where provision is made on the premises for the selling, dispensing, or serving of food or beverages to customers in vehicles.

Retention means the prevention of the discharge of stormwater runoff into surface waters by complete on-site storage where the capacity to store the given volume must be provided by a decrease of stored water caused only by percolation through soil, evaporation, or evapotranspiration (loss of water from soil both by evaporation and transpiration from the plants growing thereon).

Retention pond (basin) means a storage facility for the retention of stormwater.

Right-of-way means the areas of a highway, road, street or way reserved for public use, whether established by prescription, dedication, gift, purchase, eminent domain or any other legal means.

Rooftop mounted antenna means any commercial communications or personal wireless antenna located on the roof or top of any building, public utility structure or permanent nonaccessory sign.

Rooming house. See: Boardinghouse.

Runoff means the amount of water from rain, snow, etc., which flows from a catchment area past a given point over a certain period. It is total rainfall, less infiltration and evaporation losses.

Runway means a defined area on an airport prepared for landing and take-off of aircraft along its length.

Satellite television transmitting and receiving dish means a device commonly concave in shape, mounted at a fixed point for the purpose of capturing and sending television signals transmitted via satellite communications facilities and serving the same or similar function as the common television antenna.

School means an institution primarily for academic instruction, public, parochial or private and having a curriculum the same as ordinarily given in a public school.

Screen or screening means a fence, wall, hedge, earth berm or any combination of these provided to create a visual and/or physical separation between properties, land uses or certain facilities. A screen may be located on the property line or elsewhere on the site, and where required in a buffer yard must be located within the required buffer yard.

Sediment means solid material, mineral or organic in suspension, that is being transported, or has moved from its site or origin by air, water or gravity.

Sedimentation facility means a structure or area designed to retain runoff, as in a retention or holding pond, until suspended sediments have settled.

Service station means a building or lot where gasoline, oil and/or grease are supplied and dispensed to the motor vehicle trade, or where battery, tire and other similar services are rendered.

Shade tree means any species of tree identified in Appendix A and Appendix B of Chapter 12-6.

Sign means any device, display or structure, or part thereof, which advertises, identifies, displays, directs or attracts attention to an object, person, institution, organization, business, product, service, event or location by the use of words, letters, figures, designs, symbols, fixtures, colors, illumination or projected images.

Sign, abandoned. A sign which advertises a business that is no longer licensed, no longer has a certificate of occupancy, or is no longer doing business at that location.

Sign, accessory. Sign which directs attention to a profession, business, commodity, service, entertainment or other activity conducted, sold or offered on the premises.

Sign, advertising display area. The advertisement display surface area as measured from the outside edge of the sign or the sign frame, whichever is greater, excluding the area of the supporting structures provided that the supporting structures are not used for advertising purposes and are of an area equal to or less than the permitted sign area.

Sign, attached or wall sign. Any sign painted on or attached to and erected parallel to the face of, or erected and confined within the limits of, the outside wall of any building or supported by such wall or building and which displays only one advertising surface.

Sign, freestanding. A sign which is supported by one or more columns, uprights, or braces in or upon the ground and is not attached to a building.

Sign, nonaccessory. A sign which directs attention to a business, profession, commodity, service, entertainment or other activity conducted, sold or offered off the premises.

Sign, political.

Sign, portable. A sign or advertising device designed to be temporary in nature and movable including those mounted on a trailer-type vehicle, with or without wheels. A-frame signs, balloon signs and all other similar type signs not permanently attached to the ground or a building.

Sign, real estate.

Sign, temporary. A sign intended to advertise community or civic projects, construction projects, property for sale, lease or rent, or special events on a temporary basis for a designated period of time.

Sign, tri-faced nonaccessory. A sign composed of sections which rotate to display a series of advertisements, each advertisement being displayed for at least five (5) seconds continuously without movement and the movement of the sections between displays being not more than two (2) seconds.

Site plan. See: Development plan.

Social services home/center means a home/center for individuals requiring supervision and care by support staff as may be necessary to meet the physical, emotional and social needs of the resident. Types of social services homes/centers include the following: residential treatment facilities for alcohol, drug abuse and mental health services; intermediate care facilities for the mentally retarded/developmentally disabled; and similar foster care facilities or group homes. These

homes/centers shall be regulated by the Department of Health and Rehabilitative Services.

Specialty shop means a retail shop specializing in books, cards, jewelry, newspapers and magazines, gifts, antiques, stationery, tobacco, candy, craft distilleries, breweries and microbreweries (with an accessory use area allowing direct retail sale and consumption on premises), and any similar specialty items and hand craft shop for custom work or making custom items not involving noise, odor or chemical waste.

Stable, private means a structure where horses are kept by the owners or occupants of the premises and are not kept for hire or sale.

Standard design manufactured home. See: Manufactured home.

Stealth technology means the use of both existing and future technology and techniques through which a personal wireless facility may be caused to blend in with its surroundings or resemble an object other than a personal wireless facility, including, without limitation, architectural screening of antennas, integration of antennas into architectural elements, painting of antennas, and disguising personal wireless towers to closely resemble trees, street lights, telephone poles, and similar objects. One example of existing technology is the use of small panel antennas concealed behind fiberglass panels.

Stormwater management plan means the detailed analysis required by section 12-9-5.

Stormwater management system means the designed features of the property which treat stormwater, or collect, convey, channel, hold, inhibit, or divert the movement of stormwater. Examples are canals, ditches, culverts, dikes, storm sewers, swales, berms or other manmade facilities which control flow of surface water.

Stormwater runoff means the flow of water which results from, and which occurs immediately following, a rainfall event.

Street means a way for vehicular traffic, whether designated as a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place or however otherwise designated. The word "street" includes the following terms, further described as follows:

Streets, major arterial means streets which provide for through traffic movement between areas and across the city, and direct access to major employment locations and commercial uses.

Streets, minor arterial means street which provide for traffic movement between major neighborhoods.

Streets, collector means streets which provide for the movement of traffic between major arterials and local streets and direct access to abutting property.

Street, local means streets which provide for direct access to abutting land and used for local traffic movements only.

Streets, marginal access are minor streets which are parallel to and adjacent to arterial streets and highways; and which provide access to abutting properties and protection from through traffic.

Street line means the line between the street right-of-way and abutting property.

Structural alteration means any change, except for repair or replacement, in the supporting members of a building, such as bearing walls, columns, beams or girders, or in the dimensions or configurations of the roof or exterior walls.

Structure means anything constructed or erected on a fixed location on the ground, or attached to something having a fixed location on the ground, including but not limited to, a building, mobile home, wall, fence, tower, smokestack, utility pole, overhead transmission line or sign.

Studio means a workroom or place of study of an art, including painting, sculpting, photography, dancing, music and the other performing arts with the exception of those expressly referenced elsewhere in this chapter.

Subdivision means the division of a parcel of land into two (2) or more parcels for the purpose of transfer of ownership or building development, or, if a new street is involved, any division of a parcel of land. The word includes resubdivision and shall relate to the process of subdividing or to the land subdivided. Refer to Chapter 12-8 for subdivision regulations.

Subdivision, nonresidential means any subdivision, other than a residential, such as office, commercial, or industrial.

Tattoo parlor or *studio* means an establishment that performs the placement of indelible pigment, inks, or scarification beneath the skin by use of needles for the purpose of adornment or art. For the purposes of this Code, "tattooing" does not include the practice of permanent makeup and micro pigmentation when such procedures are performed as incidental services in a medical office or in a personal services establishment such as a hair or nail salon.

Townhouse means a single-family residential building attached to one or more single-family residential buildings by a common wall.

Travel trailer means a vehicular portable structure built on a chassis, designed and constructed to provide temporary living quarters for recreation, travel or camping purposes, of such size and weight not to require special highway movement permits when drawn by a passenger automobile.

Tree means any self-supporting, woody plant of a species which normally grows to an overall height of at least fifteen (15) feet.

Tree removal means any act which causes a tree to die within a period of two (2) years; such acts including, but not limited to, cutting; inflicting damage upon a root system by machinery, storage of materials,

or soil compaction; changing of the natural grade above or below a root system or around the trunk; inflicting damage on a tree; permitting infection or pest infestation; excessive pruning; or paving with concrete, asphalt or other impervious material within such proximity as to be harmful to a tree.

Truck camper means a portable structure, designed to be loaded onto or affixed to the bed or chassis of a truck, constructed to provide temporary living quarters for recreation, camping or travel use.

Understory vegetation means any shrubs or small trees which will grow beneath large trees.

Unlicensed wireless service means the offering of telecommunications using duly authorized devices which do not require individual licenses, but does not mean the provision of direct-to-home satellite services.

Used car lot means any parcel of land used for the storage, display, and sale of used automobiles in running condition.

Variance means relaxation of the literal terms of this title where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the terms of this title would result in unnecessary and undue hardship. As used in this title, a variance is authorized only for height, area, and size of structure or size of yards and open spaces. Establishment or expansion of a use otherwise prohibited shall not be allowed by variance, nor shall a variance be granted because of the presence of nonconformities in the zoning division or district or adjoining zoning divisions or districts.

Vehicle means every device, in, upon, or by which any person or property is or may be transported or drawn upon a highway.

Visual runway means a runway intended solely for the operation of aircraft using visual approach procedures and no instrument designation indicated on FAA approved airport layout plan, a military services approved military airport layout plan, or by any planning document submitted to the FAA by competent authority.

Waterbodies means the natural or artificial watercourses, lakes, ponds, bays, bayous and coastal waters of the city which ordinarily or intermittently contain water and have discernible shorelines.

Water management structure means a facility which provides for storage of stormwater runoff and the controlled release of such runoff during and after a flood or storm.

Wetlands means fresh or salt water marshes, swamps, bays, or other areas characterized by specific vegetation types and plant communities, either flooded at all times, flooded seasonally or having a water table within six (6) inches of the ground surface for at least three (3) months of the year, or areas which support a dominance of wetland vegetation types listed in or meeting the conditions in DER Rules, Chapter 17-25, Florida Administrative Code.

Yard means any area on the same lot with a building or building group lying between the building or the building group and the nearest lot line.

Yard, required means the minimum distance, measured at right angles from the lot line, which a building or structure must be placed from the lot line. The required yard is the open space area that is unobstructed from the ground upward and unoccupied except by specific uses and structures allowed in such area by the provisions of this title.

Yard, required front means a yard situated between the front lot line and the front building setback line, extending the full width of the lot.

Yard, required rear means a yard situated between the rear lot line and the rear building setback line, extending the full width of the lot, except for corner lots. On corner lots the rear yard extends from the interior side lot line to the streetside setback line. The minimum width of any required rear yard, at the building setback line, shall be equal to the minimum width required for the front yard at the street right-of-way line.

Yard, required side means a yard situated between a side lot line and side building setback line, extending from the required front yard to the required rear yard or the rear lot line, where there is no rear yard. On a corner lot the required side yard setback line extends from the front building setback line to the rear lot line on the street side of the lot.

Yard, required streetside means a yard situated between a street right-of-way and side building setback lines and extends from the front building setback line to the rear lot line.

Zero lot line dwelling means a detached single-family dwelling sited on one side lot line with zero side yard building setback, and a required side yard setback on the opposite side.

Editor's note— Section 4 of Ord. No. 31-06 provided for an effective date of Jan. 1, 2007.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

Passed: _____

Approved: _____

President of City Council

Attest:

City Clerk



MINUTES OF THE PLANNING BOARD

April 11, 2017

MEMBERS PRESENT: Paul Ritz-Chairman, Danny Grundhoefer, Jared Moore, Kurt Larson, Nina Campbell

MEMBERS ABSENT: Kyle Owens, Nathan Monk

STAFF PRESENT: Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner, Bill Weeks, Inspections, Andrea Kvetch and Dan Clark, Airport

OTHERS PRESENT: Erma Saunders, Geraldine Freeman, Lucy Hemming, Rick Boehm, Meredith Crawford, Evan Berkowitz, Dan Flynn, Andrea Kvetch, Charlie Washington, Lumerrel Washington, Kacee Bidnick, Steven Sebold, Meghan Gilroy-Triolo, Gary Pelham, Justin Beck

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from March 14, 2017
- Request to Rezone 2311 & 2305 N. 12th Avenue from Site Specific Development to R-1AA
- Request to Vacate Right-of-Way at 500 Bay Boulevard
- Consider Amendment to Land Development Code for Chapter 12-11 Airport
- Open Forum
- Adjournment

Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:02 pm with a quorum present. He gave instructions to the audience on the rules and procedures of the Board.

Approval of Meeting Minutes

Mr. Grundhoefer made a motion to approve the March 14, 2017 minutes, seconded by Mr. Larson, and it carried unanimously.

Request to Rezone 2311 & 2305 N. 12th Avenue from Site Specific Development to R-1AA

A Door Properties, LLC is requesting to rezone the property located at 2311 & 2305 N. 12th Avenue from Site Specific Development (SSD) to One & Two Family (R-1AA). The current future land use category of Medium Density Residential would accommodate this rezoning and so this request does not include a change to the future land use designation. The property is currently occupied by a church built in 1935 and it appears deferred maintenance is an issue. The applicant proposes to remove the present structure and develop the property residentially according to the R-1AA standards. This request has been routed through the various City departments and utility providers with no opposing comments. DKE Marine Services also submitted a letter indicating their determination of the building on the site.

Chairman Ritz suggested that if the church did not seem to be going forward as a church, and if A Door Properties wanted to change the zoning to R-1AA, he saw positive movement for residential in East Hill and this would continue that momentum.

Ms. Deese clarified that the lot would be subdivided based on R-1AA requirements. It was clarified that this packet was for rezoning only and did not address demolition. Mr. Grundhoefer asked for the history on the Site Specific District (SSD) zoning. Ms. Deese understood it was designated SSD for the church, and this designation was made illegal in the 90s; this rezoning would bring the property into conformity with the surrounding area. Mr. Moore expressed his support of the request. Chairman Ritz then asked for public input.

Mr. Beck came to give his support of the rezoning and thought the R-1AA zoning made a lot of sense; he wanted to see more residential development.

Mr. Pelham, who lives across the street from the existing church, advised this development was music to his ears. He explained that previously the Bishop of the church had informed him a developer had wanted to build some high-rise apartments on this property. He was more excited about this current development and the possibility of nice homes in this area benefiting the neighborhood.

Ms. Bidnick addressed the Board and explained the plans were for single-family detached homes from 1700 to 2000 sq. ft. Mr. Grundhoefer commented that retail would be a nice option and questioned whether the developer had considered it. Ms. Deese clarified that this district was one and two-family, and retail would not be permitted.

Ms. Campbell made a motion to approve the rezoning for the property located at 2311 and 2305 N. 12th Avenue from SSD to R-1AA, seconded by Mr. Grundhoefer. Ms. Deese indicated that this rezoning did not change the Comprehensive Plan but was a simple zoning change. **The motion then carried unanimously.**

Request to Vacate Right-of-Way at 500 Bay Boulevard

Mr. Richard Boehm is requesting to vacate the portion of the right-of-way of Bay Boulevard directly adjacent to his property at 500 Bay Boulevard. The applicant indicates the reason for the request is to provide privacy to his home and enable him to make improvements to the property. He has indicated that he intends to work with the neighborhood to maintain the 60 foot right-of-way that abuts his property to the South for the neighborhood's enjoyment. This request has been routed through the various City departments and utility providers with no negative comments.

Chairman Ritz stated when approaching vacation of right-of-way, the Board would be giving much thought since it would be taking property belonging to the citizens of Pensacola as a whole and offering it to a citizen of Pensacola as a singular person or sometimes a business entity. Sometimes increasing the tax base is a positive effect, and sometimes the Board weighs how it affects the neighbors and access to the neighborhood. He personally did not see any negative issue with the vacation request.

Ms. Deese clarified that a notice was mailed to property owners within 500 ft. of the property, signage was posted on the property, and notice was given by legal advertisement.

Mr. Grundhoefer stated the map was confusing since Bay Boulevard appears to be north of the property, but it is also south, and they were asking for the vacation of the southern portion. Mr. Boehm then approached the screen and explained the easements and access to Bay Boulevard. He advised they had cleared up the vegetation and moved the bench and were attempting to preserve the large tree. He stated the neighbors appreciated their efforts and he didn't know of any opposition.

Mr. Grundhoefer questioned the road being accessed by all parcels, and Ms. Deese stated it was through recorded easements and considered more a driveway rather than a road. Mr. Boehm stated they began as a remodel and wanted to add 25 ft. on the back of the house, but ended up tearing down all the walls and floors. He explained the home was now a two-story structure, but the footprint of the home did not change. He advised it was now 25 ft. closer to Bay Boulevard and remained 36 ft. wide.

Mr. Larson made a motion to approve contingent upon the driveway being all-weather surface for fire and emergency service access. Ms. Deese clarified that the all-weather surface solution was part of the previous vacation request, in writing, and would be between the City and the previous applicants.

Mr. Larson amended his motion to approve the vacation, referencing previous right-of-way vacation documents, with the City to re-enforce the separate agreement with the separate property owner. Ms. Deese clarified that the Fire Marshall had approved the vacation. **Ms. Campbell then seconded, and it carried unanimously.**

Consider Amendment to Land Development Code for Chapter 12-11 Airport

Recently, the West Florida Regional Planning Council conducted a consistency review for the City of Pensacola based on new criteria and processes for airport zoning regulations contained within the Florida State Statute (333). The Florida State Statute requires that our Land Development Code maintain consistency with Statute 333.

Mr. Larson asked how the new fire station height would fit in. Dan Clark explained that the fire station should not be an issue; they had been working with David Allen and the architect who were aware of the requirements; the station would be single-story.

Mr. Grundhoefer questioned who drafted the document and who reviewed it. Mr. Clark advised the West Florida Regional Planning Council took the lead on reviewing the current codes and making some suggested changes. It was reviewed by Mr. Clark and the airport staff as well as Inspections and Planning staff.

Mr. Moore then made a motion to approve, seconded by Mr. Larson, and it carried unanimously.

Chairman Ritz clarified that this item would proceed to the City Council.

Open Forum – None.

Adjournment – With no further business, Chairman Ritz adjourned the meeting at 2:37 pm.

Respectfully Submitted,



Brandi C. Deese
Secretary to the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00277

City Council

5/11/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

APPOINTMENT OF POLICE CHIEF

RECOMMENDATION:

That City Council consent to the appointment of Tommi Lyter as Chief of the Pensacola Police Department.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City Charter requires that City Council consent to the appointment of the head of each department by an affirmative vote of a majority of City Council Members.

PRIOR ACTION:

None

FUNDING:

Budget: \$ N/A

Actual: \$ N/A

FINANCIAL IMPACT:

N/A

CITY ATTORNEY REVIEW: Yes

4/27/2017

STAFF CONTACT:

Eric W. Olson, City Administrator

ATTACHMENTS:

- 1) Résumé for Tommi Lyter dated April 2017

PRESENTATION: No

TOMMI LYTER
Tlyter@cityofpensacola.com

Education

- Future Chiefs of Police Seminar, April 2017
- FBI National Academy, September 2013
- Master in Public Administration, Troy State University, October 2001
- Bachelor of Science Criminal Justice, Troy State University, June 1995
- Law Enforcement Basic Recruit Academy, December 1989

Professional Experience at Pensacola Police Department

- Promoted to Assistant Chief of Police, August 2015
- Promoted to Captain, September 2014
- Promoted to Lieutenant, April 2006
- Promoted to Sergeant, August 2003
- Hired as Police Officer, August 1990
- TAC, SWAT Team Leader, Dive Team Commander, K-9, Investigations, Uniform Patrol, Neighborhood Services, Marine Response Team Commander

Awards

- Award of Merit from Mayor Hayward, July 27, 2016
- Eric Doelker Memorial Award from LEAP in 2016
- Award of Merit from Mayor Hayward, March 29, 2016
- Chief's Award, October 2012
- K-9 Unit Citation, January 2000
- Bronze Crosses, January 1995, 1994 and 1992
- Meritorious Service, 1994

Special Projects

- Body Cameras – Project Manager for Pensacola Police Department and Guest Speaker for the U.S. Department of Justice
- Citywide Camera Surveillance System – Project Manager
- Project Coordinator for the following grants at Pensacola Police Department: Bulletproof Vests, Gun Violence Reduction, Traffic Crash Reduction, Automatic License Plate Readers, Evidence Bar Coding System, Gang Reduction, Covert Audio/Video Recording System for Undercover Investigations

Community Involvement

- Make-a-Wish Foundation – Volunteer
- LEAP (Leadership Pensacola) – Class of 2016
- Community Drug and Alcohol Coalition – Board of Directors
- First Judicial Law Enforcement Association – Past President and Current Member
- Esca-Rosa Coalition on the Homeless – Board of Directors
- Fiesta Forces – Volunteer
- Great Gulf Coast Arts Festival – Committee Member

Updated April 2017



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00291

City Council

5/11/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Brian Spencer

SUBJECT:

APPOINTMENTS - GATEWAY REVIEW BOARD

RECOMMENDATION:

That City Council appoint two individuals representing the architectural, architectural landscape, engineering or building contracting professions who shall not own property in the district for a term of two years, expiring June 30, 2018.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Gateway Review Board shall have the authority and duty to approve or disapprove plans for buildings to be erected, renovated or razed which are located, or are to be located, within the Gateway Redevelopment District under the conditions and safeguards provided in subsection 12-12-2 (A)(2) of the city code and to grant zoning variances from the land development regulations of the Gateway Redevelopment District, under the conditions and safeguards provided in subsection 12-12-2(A)(2) of the city code. Review by the Gateway Review Board of applications for zoning variances shall be as provided for under Section 12-13-4 (K) of the city code.

Mr. W. Brett Janson has been nominated for appointment to fill one of the vacancies for an individual representing the architectural, architectural landscape, engineering or building contracting profession. Mr. Janson is an insurance risk advisor specializing in working with clients in the building construction, architecture, and engineering industry, with building construction as his career emphasis. In the past, individuals filling these positions have been architects or contractors.

An opinion from the City Attorney was requested to be sure Mr. Jansen's profession met the requirements of the position. The City Attorney has opined that no specific qualification criteria is provided under Sec. 12-13-4 (A) for a member to "represent" the building contract profession. Therefore, City Council is required to make its own determination with regard to the nominee.

The following have been nominated:

Nominee

Nominated by

*Architectural, Landscape Architectural, Engineering or Building Contracting Profession
(Who Shall Not Own Property within the District)*

W. Brett Janson
Michael Wolf

Johnson
Myers

PRIOR ACTION:

City Council makes appointments to the board on a biennial basis.

FUNDING:

N/A

N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Gateway Review Board Member List
- 2) Nomination Form - W. Brett Janson
- 3) Application of Interest - W. Brett Janson
- 4) Resume - W. Brett Janson
- 5) Nomination Form - Michael Wolf
- 6) Application of Interest - Michael Wolf
- 7) Resume - Michael Wolf
- 8) Ballot

PRESENTATION: No

Gateway Review Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Fleischhauer, Elizabeth	Architect	Council	1	2016	6/30/2018	2/27/2014	2	Replaced Don Carlos
Hernandez, Sergio A.	Property Owner	Council	7	2016	6/30/2018	6/20/2002	2	replaced Dusty Fisher
Montgomery, Robert	Property Owner	Council	6	2016	6/30/2018	11/6/2003	2	replaced Dave Donahue
Schmitz, Eric	At-Large	Council	2	2016	6/30/2018	6/14/2012	2	replaced Christian Wagley
VACANT, VACANT	Architect	Council	4	2016	6/30/2018	4/14/2005	2	Vacated by Philip D. Partington
VACANT, VACANT	Contractor/Engineer	Council	7	2016	6/30/2018	6/22/2000	2	Vacated by West Caldwell
Wilson, Robert H. (Bob)	Property Owner	Council	2	2016	6/30/2018	6/14/2012	2	

Term Length:

COMPOSED OF SEVEN (7) MEMBERS APPOINTED BY COUNCIL. THREE MEMBERS WHO OWN PROPERTY WITHIN THE DISTRICT; THREE MEMBERS REPRESENTING THE ARCHITECTURAL, LANDSCAPE ARCHITECTURAL, ENGINEERING OR BUILDING CONTRACTING PROFESSION (SUCH MEMBERS SHALL NOT OWN PROPERTY WITHIN THE DISTRICT); ONE MEMBER AT-LARGE WHO DOES NOT OWN PROPERTY IN THE DISTRICT.

Robyn Tice

From: noreply@civicplus.com
Sent: Wednesday, March 22, 2017 2:44 PM
To: Ericka Burnett; Robyn Tice
Subject: Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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

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

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

(Section Break)

Personal Information

Name Brett Janson

Home Address 2140 East Scott St Pensacola, FL 32503

Business Address 1900 N 9th Ave Pensacola, FL 32503

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

Preferred Contact Phone Number(s) 850-382-7071

Email Address bjanson@hilesmcleod.com

Upload Resume (optional) *Field not completed.*

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 4

If yes, how long have you been a City resident? 5 years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Gateway Review Board

Please list the reasons for your interest in this position: In this time of development and redevelopment, I have an interest in seeing that the design, erection, and renovation of buildings properly fit the needs and culture of our City. I would love the chance to represent the city of Pensacola along with the other members of this board to assure this district maintains its integrity

Do you currently serve on a board? No

If yes, which board(s)? *Field not completed.*

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.](#)

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Larry B. Johnson, do nominate W. Brett Janson
(Nominee)

2140 E. Scott Street
(Home Address)

382-7071
(Phone)

1900 N. 9th Avenue
(Business Address)

(Phone)

bjanson@hilesmclead.com
(Email Address)

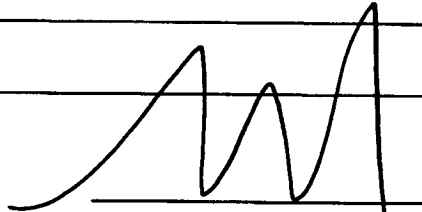
City Resident: YES NO
Property Owner within the City: YES NO

for appointment by the City Council for the position of:

**ENGINEERING AND BUILDING CONTRACTING PROFESSION
(WHO SHALL NOT OWN PROPERTY WITHIN THE DISTRICT)
GATEWAY REVIEW BOARD**

Provide a brief description of nominee's qualifications:

background in the building construction and
insurance industries


City Council Member

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

Ericka L. Burnett
Ericka L. Burnett, City Clerk

2140 EAST SCOTT ST. PENSACOLA, FL 32503
PHONE (850) 382-7071 • E-MAIL B JANSON@HILLESMCLEOD.COM

W. BRETT JANSON

Dear Mr. Johnson,

I would like to ask for consideration for the Board Member position with the Gateway Review District. I am a Pensacola native and an active community member with a background in the building construction and insurance industries and would love the chance to give back by lending my advisory skills to the City of Pensacola and its Gateway District.

I am an insurance risk advisor and specialize in working with clients in the building construction, architecture, and engineering industry, as building construction has been my career emphasis as a professional. I am a member of the American Institute of Architecture NW Florida chapter, and also a member of the Home Builders Association of West Florida. Please consider my involvement and my history as a licensed general contractor in the state of Alabama, as evidence that I have an interest in seeing that the design, erection, and renovation of buildings properly fit the needs and culture of our City. I also possess extensive knowledge in the operation of planning and zoning boards, as I have successfully presented numerous variance proposals, including to the City of Pensacola board. With this background and knowledge, I believe I would serve as an excellent advisor and Board Member to this organization. I would be thrilled to have the opportunity to serve on your board and put my knowledge to use as I am confident you'll find me a good fit.

Thank you very much for your time.

Sincerely,


Brett Janson

W. BRETT JANSON

SUMMARY OF QUALIFICATIONS

- 10+ years state certified Residential Builders License in Alabama (Lic. # 14782)
- 7+ years claims estimating and adjusting with construction and insurance companies
- Licensed by Insurance department of numerous states for all lines adjusting, Property & Casualty
- Facilitated on-site meetings with homeowners, insurance adjusters, subcontractors, architects, engineers, and building inspectors
- Knowledge of Planning and Zoning Boards through many successful variance proposals including the City of Pensacola
- Member of the AIA-American Institute of Architecture, Member of Homebuilders Association
- Successfully created and negotiated numerous construction proposals based on client's needs
- Excellent personal skills, professional attitude, and firm personality provides ability to work through tough situational responsibilities
- Accomplished in the ability to read and interpret contract and insurance policy language
- Extensive experience in written and verbal explanations of insurance settlements
- Knowledge of importance in maintaining open communication with regards to customer service
- Advised homeowners and business owners of claim situations while successfully negotiating settlements
- Proven track record of adaptability and flexibility to ensure that projects are completed on time and on budget
- Ability to adhere to company and corporate guidelines and procedures while working independently

EDUCATION

University of Florida
Bachelor of Science in Commercial Recreation/Hospitality Management (1997-2002)

Gainesville, FL

EMPLOYMENT

Hiles-McLeod Insurance

Pensacola, FL

2017-Present

Insurance Risk Advisor

Manage the transfer of risk for the Construction, Architecture, and Engineering Industries

Independent Claims Estimator

Pensacola, FL

2010 – 2016

Insurance Claims Associate

- Experience as a file examiner with responsibility of policy interpretation, issuing payments, settlement explanations, and denials
- Traveled to areas of the country where insurance clients experienced great insurance losses and adjusted causes of loss for Business Interruption, Additional Living Expenses, Contents, Fire, Water, Wind, Hail, Lightning, Back-up Sewer and Drain, Theft, Vandalism, Salvage, Liability
- Daily claim handling in Homeowner's, Commercial, Rental Dwelling, Condominium Association, Condo Unit, Church, Business Policies
- Responsible for training and reporting progress of adjusters new to the industry
- Worked independently at numerous catastrophe locations as a two story/steep adjuster

Blackwater Construction, Inc./Blackwater Restoration Consultants, Inc.

Birmingham, AL

2005 – 2015

Business Owner

- Created and managed a construction business, offering planning, budgeting, and construction services to homeowners and property investors
- Prepared cost analysis and estimate proposals for new construction, renovations, and damaged homes
- Organized all accounting, billing, and draw requests with loan officers of banks
- Coordinated hiring and scheduling of subcontractors and negotiated contract pricing
- Managed and supervised construction of new homes, custom renovations, remodels, and additions to existing homes totaling multi-million dollars in revenue
- Facilitated on-site meetings with homeowners, insurance adjusters, subcontractors, architects, engineers, and building inspectors

Bluestone Building, LLC

Birmingham, AL

2004 – 2005

Project Manager/Construction Superintendent

- Managed scheduling and completion of 3000 – 4000 sq. ft. custom built homes

Westerheim Homes, LLC

Pensacola, FL

2003 – 2004

Construction Superintendent

- Supervised scheduling and building of 10 – 15 homes simultaneously

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Sherri Myers, do nominate Michael Wolf
(Nominee)

6048 Augustine Dr. Pace, Fl. 850-698-0056
(Home Address) (Phone)

6048 Augustine Dr. Same as above
(Business Address) (Phone)

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

for appointment by the City Council for the position of:

ARCHITECT

GATEWAY REVIEW BOARD

Who does not own property in the district.

(Term expiring 06/30/2018)

Provide a brief description of nominee's qualifications:

Mr. Wolf is a certified Planner; landscape architect who has worked on many projects in Escambia county and has many professional credentials that will be of benefit to the Gateway Review Board

Sherri Myers
City Council Member

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

Ericka L. Burnett
Ericka L. Burnett, City Clerk

Ericka Burnett

From: noreply@civicplus.com
Sent: Friday, April 21, 2017 10:51 AM
To: Ericka Burnett; Robyn Tice
Subject: Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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

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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.

Personal Information

Name	Michael C Wolf
Home Address	6048 AUGUSTINE DR. Pace, FL. 32571
Business Address	6048 AUGUSTINE DR. Pace, FL. 32571
To which address do you prefer we send correspondence regarding this application?	Business
Preferred Contact Phone Number(s)	8506980056
Email Address	Mike.wolfriddleassociates@gmail.com
Upload Resume (optional)	WOLF-Pensacola Board Resume.pdf

Details

Are you a City resident?	No
If yes, which district?	<i>Field not completed.</i>
If yes, how long have you been a City resident?	<i>Field not completed.</i>
Do you own property within the City limits?	No
Are you a registered voter in the city?	No
Board(s) of interest:	Gateway Review Board
Please list the reasons for your interest in this position:	I have the planning/urban design knowledge and experience to be an outstanding board member. Serving on the board will give me the opportunity to channel creative energy in contributing productively to the strengthening/enhancing our City.
Do you currently serve on a board?	No
If yes, which board(s)?	<i>Field not completed.</i>
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

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

Acknowledgement of
Terms

I accept these terms.

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

MICHAEL C. WOLF, AICP, RLA

Certified Planner and Landscape Architect

6048 Augustine Dr.
Pace, FL. 32571
Business Telephone: (850) 698-0056

EDUCATION

*Bachelor of Science, 1988, University of Kentucky
University of Louisville School of Business*

PROFESSIONAL REGISTRATIONS

*American Institute of Certified Planners (#15571),
2000: National Accreditation*

*Commonwealth of Kentucky: Registered Landscape
Architect #509*

*State of Tennessee: Registered Landscape Architect
#552*

*State of Florida: Registered Landscape Architect
#LA6667118*

PROFESSIONAL AFFILIATIONS

*The Urban Land Institute
American Planning Association
American Institute of Certified Planners
Florida Planning Association
American Society of Landscape Architects
American Society of Civil Engineers Affiliate*

Years of Experience with

27

EXPERIENCE

Mr. Wolf has served as Project Manager and Project Principal on a variety of projects. He has provided professional services in all phases of planning and construction projects including, residential, commercial and military Civil/site design, transportation planning and design, residential development conceptual and master planning, airport master planning, construction document preparation, construction document quality control, project bidding, cost control, construction assistance and construction observation and marketing/client development.

Mr. Wolf has a strong engineering design and planning background in roadways, parks, waterfront development, residential and commercial development, airport design and sports facility design. Mr. Wolf is knowledgeable of national/state codes and standards and their application, has successfully worked with many government and private agencies in developing design criteria, and has led several public input workshops and presentations.

The projects listed below involved site selection and assessment, planning, rezoning and permitting. Mr. Wolf acted as principal in charge, senior project manager and program manager for numerous residential, institutional, commercial, military, medical, and industrial developments. The below is a partial listing:

SUBDIVISION & SITE PLANNING

- ◆ **Milton Chevrolet, Milton, FL.** Construction Documents, FDOT permitting, construction documents for Chevrolet Dealership. Principal in charge.
 - ◆ **Ragusa Subdivision, Pensacola, FL.** Construction Documents, FDOT permitting, construction documents for Chevrolet Dealership. Principal in charge.
 - ◆ **Rio Antigua, Perdido Key, FL.** Construction Documents, FDOT permitting for Condominium Development. Principal in charge.
 - ◆ **WCI Communities, Perdido Key, FL.** Construction Documents, FDOT permitting, Escambia County Master Plan for vesting of units, construction documents for 4-20 story towers. Senior project manager.
 - ◆ **Soaring Planned Unit Development, Escambia County, FL.** Master planning and construction documents for single family residential Planned Unit Development. Senior project manager.
 - ◆ **Keystone Planned Unit Development, Pensacola, FL.** Master planning and construction documents for single family residential Planned Unit Development. Senior project manager.
-

Michael C. Wolf, (Continued)

- ◆ **Sandy Ridge Residential Subdivision, Crestview, FL.** Construction administration for DR Horton. Principal in charge.
- ◆ **Solimar Residential Subdivision, Midway, FL.** Construction administration for DR Horton. Principal in charge.
- ◆ **Rolling Ridge Residential Subdivision, Crestview, FL.** Construction administration for DR Horton. Principal in charge.
- ◆ **Shops at Easthill, Pensacola, FL.** Site/Civil construction documents. Principal in charge.
- ◆ **Redstone Commons, Crestview, FL.** Site design and program manager for a 200+ lot single family residential development. Principal in charge.
- ◆ **Water Sound Residential Subdivision, Gulf Breeze, FL.** Master planning and construction documents for single family residential Planned Unit Development. Senior project manager.
- ◆ **Ft. Campbell Army Base, Ft. Campbell, KY.** Site/Civil construction documents for several base building sites. Senior project manager.
- ◆ **Wright Patterson AFB, Dayton, OH.** Site/Civil construction documents for several base building sites. Senior project manager.

TRANSPORTATION PLANNING/ MASTER PLANNING

- ◆ **KY. SR. 234 Corridor Study, Bowling Green, KY.** Transportation Planning and Corridor Study for KY. 234 interchange at I-65. This Project included public workshops, public presentations, stakeholder input solicitation, and analysis of environmental restoration of the affected areas. Mr. Wolf's involvement included Transportation Planner responsible for reviewing the City's current Comprehensive Plan in light of proposed transportation improvements associated with the Fairview Avenue – Cemetery Road (KY 234) corridor and its interchange with I-65. Work included evaluating the effectiveness of current comprehensive planning proposals in response to the transportation improvements,

determining the impacts that the additional traffic and noise would have on the community and making recommendations for land use compatibility.

- ◆ **Falls of the Ohio River Greenway, New Albany, Clarksville and Jeffersonville, Indiana** Conceptual master planning and site planning for a 7.3 mile riverfront road and park on the Ohio River in Southern Indiana. The project, completed for the U.S. Army Corps of Engineers, includes the reorientation of three communities focus to the Ohio River, as well as each other, by planning a more than 20 mile hike/bike trail system, outdoor amphitheater, docking facilities with boat ramps, pedestrian and vehicle bridges, and environmental restoration of the riverfront. Mr. Wolf's involvement included Project planner responsible for design and public presentation.
- ◆ **LYNX Light Rail Terminal Study, Orlando, FL.** Study/Master plan for a proposed light rail system terminals at strategic points in the Orlando Metro area. Mr. Wolf's involvement included Project planner responsible for design and public presentation.
- ◆ **Marina Village, Port St. Joe, FL.** This 60 acre St. Joe/Arvida property located on St. Joseph's Bay included a 200 room luxury hotel; high and low density residential development, marina view restaurant, lighthouse lookout and village green with water feature. Mr. Wolf's involvement included Project planner responsible for design and public presentation.
- ◆ **Kentucky Fair and Exposition Center, Louisville, KY.** 10 year growth master plan for building of additional infrastructure and exhibit space, utility service expansion, Kentucky Kingdom theme park expansion, vehicular and pedestrian circulation. Mr. Wolf's involvement included Project planner responsible for design and public presentation.
- ◆ **UPS Hub 2000, Louisville, KY.** Master planning, design, construction drawings and permitting for UPS Hub sorting facility at Louisville International Airport. This study included UPS employee circulation analysis, utility expansion master plan, FAA Part 77 study for proposed buildings, aircraft ramp layout, building expansion analysis.
- ◆ **City of Pensacola Urban Core Community Redevelopment Area Plan, Pensacola, FL.** Master planning and preparation of The City of Pensacola Community Redevelopment Area Plan. <http://www.portofpensacola.com/DocumentCenter/Home/View/344>

Michael C. Wolf, (Continued)

- ◆ **Stratford at Leesburg, Leesburg VA.** Master plan for Loudon County Government Center with surrounding high and low density residential development.

PARKS AND RECREATION (CONSTRUCTION)

- ◆ **Plaza De Luna, Pensacola, FL.** Site/Civil construction documents for Plaza de Luna Plaza. Senior Project Manager.
- ◆ **Louisville Slugger Field, Louisville, KY.** This AAA Baseball stadium merged historic preservation with economic development by incorporating a freight rail depot building into its design as part of the stadium's entrance. Involvement includes site planning and layout of the 11600 seat stadium, Ohio River 100 year floodplain study, construction documents for site grading and drainage, utilities, plaza areas, parking areas, field underdrain system, flood prevention system.
- ◆ **Louisville Waterfront Park, Louisville, KY.** In association with Hargreaves Assoc., responsible for civil/site design of this Ohio River Waterfront Park. Construction documents include utilities, storm water drainage, grading and pavement design, site details and state of the art erosion control methods.
- ◆ **Falls of the Ohio River Greenway, Jeffersonville, Clarksville and New Albany IN.** Construction documents for 3 demonstration projects as part of the River Greenway Masterplan. Boat ramp, trails, and road relocation in New Albany, Bridge entrance to proposed Greenway in Clarksville, and outdoor amphitheater in Jeffersonville. Responsibilities included grading, drainage, utilities and site layout.
- ◆ **Church Park, Downtown Nashville TN.** Inner City Park in downtown area which provides shady seating opportunities near central water feature focal point. Existing brick building facades paralleled by evergreens serve as a back drop to a stage with grassed seating appropriate for small gatherings.
- ◆ **East Jones Creek Stream Restoration Project, Pensacola, FL.** Construction Document and permitting for stream water quality improvements.

Roadway Construction

- ◆ **Douglas Loop Streetscape Improvement Project, Louisville, KY.** Conceptual design to Construction

documents of this historically rich section of Louisville. Construction included numerous seat wall/ planted areas to provide shaded urban seating opportunities to shoppers and pedestrians. One way streets converted to pedestrian mall, realignment of adjacent existing roads provided space for off-street parking for existing retail.

- ◆ **Clark/Locust/Grantline Road Sidewalk Improvement Project, New Albany IN.** Streetscape enhancement for three major roadways in inner city. Emphasis was on pedestrian users, included roadway drainage improvements.
- ◆ **Clifton Area Improvements, Louisville, KY.** Vertical realignment of existing road, on-street parking,
- ◆ **West Seventh Street Streetscape Improvement Plan, Louisville, KY.** Streetscape improvements for 3 blocks of urban residential roadway.
- ◆ **Somerville Town Center Streetscape Improvements, Somerville, TN.** Redevelopment of the city town center included road realignment, on-street parking, building facade enhancement, lighting, storm drain improvements, pedestrian circulation improvements and plantings.

AIRPORT MASTER PLANNING

- ◆ **Panama City-Bay County International Airport (PFN), Panama City FL.** Planning and recommendations to relocate existing airport to new site in Bay County. Project planner.
- ◆ **Daytona Beach International Airport (DAB), Daytona Beach, FL.** Planning and recommendations for airport through 10 year planning horizon. Project planner.
- ◆ **St. Lucie County International Airport, Ft. Pierce, FL.** Provided airport drainage recommendations and analysis of existing airport drainage and storm water retention infrastructure. Project planner.

AIRPORT CONSTRUCTION

- ◆ **Louisville International Airport, Louisville, KY.** Design team member for the construction of two parallel runways, numerous taxiways and various airport improvements built at Louisville International Airport from 1991 to 1997. Responsibilities included grading, drainage and utility design and client coordination.
-

Michael C. Wolf, (Continued)

- ◆ **Orlando International Airport, Orlando FL.**
Proposed terminal area ready return lot, employee parking and pedestrian terminal access, bus drop off area, and loop terminal access road.
- ◆ **UPS Ramp 4, Louisville, KY.** Designed and coordinated utilities for aircraft ramp for UPS at Louisville International Airport.
- ◆ **Kentucky Air National Guard Base, Louisville, KY.**
Layout plan for relocated KYANG base as part of Louisville International Airport Improvement Program. Development of construction drawing including grading, drainage and utilities for roads, aircraft ramps, clamshell hangar and buildings within new base.

OTHER:

- ◆ **Bracken County Covered Bridge, Bracken County, KY.**
 - ◆ **Ray Ave. Drainage Improvements, Louisville, KY.**
 - ◆ **Lockland Springs Nature Walk Park, Nashville, TN.**
 - ◆ **WCI Communities Master Plan, Perdido Key, FL.**
 - ◆ **Airport Road Construction Documents, Destin, FL.**
 - ◆ **Daniel Drive Construction Documents, Gulf Breeze FL.**
 - ◆ **Mahogany Mill Boat Ramp, Pensacola, FL.**
-

Appointment – Gateway Review Board
May 11, 2017

Ballot
Two (2) year term, expiring June 30, 2018

***Architectural, Landscape Architectural, Engineering or Building Contracting Profession
Who Does Not Own Property within the District***

_____ Michael Wolf

Vote for One

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00297

City Council

5/11/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PORT WAREHOUSE #1 LEASE AMENDMENT WITH OFFSHORE INLAND MARINE & OILFIELD SERVICES, INC.

RECOMMENDATION:

That City Council authorize the Mayor to take all action necessary to amend the Lease Agreement for Port Warehouse #1 with Offshore Inland Marine & Oilfield Services, Inc.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On April 22, 2010, City Council approved the Lease Agreement for Port Warehouse #1 (“Warehouse #1 Lease”) with Offshore Inland Marine & Oilfield Services, Inc. (“OIMO”) which includes the lease premises of one-half (½) of the Warehouse #1 structure and associated open storage and working areas.

On January 10, 2013, City Council approved a FDOT Economic Development Transportation Project Fund Agreement for infrastructure improvements at the Port.

As City Council has been previously advised, repayment of certain grant-funded construction project expenses paid by OIMO is in question. As a result, the Port Director, with the City’s Chief Financial Officer’s consent, has allowed OIMO to hold \$363,000.00 in invoices owed to the Port in abeyance pending final determination by the Port Director, with the consent of the City’s Chief Financial Officer. Further, OIMO accumulated an additional past-due balance above and beyond the \$363,000.00 without the approval of the Port Director or the City’s Chief Financial Officer. As of March 15, 2017, that remaining past due amount was \$269,247.00.

On April 13, 2017, City Council considered a request to amend the Warehouse #1 Lease. The proposed amendment that was brought before City Council at that time provided:

- (i) a payment plan to address both the outstanding past-due balance of \$269,247.00 at twelve percent (12%) interest, as well as a plan for final reconciliation of invoice amounts of \$363,000.00 held in abeyance, with a contingency to apply twelve (12%) interest;

(ii) in the event of any non-payment of monetary obligations by OIMO, the Warehouse #1 Lease was to be immediately terminated and OIMO was to vacate the Port within twenty (20) days and to surrender all of the Leased Premises and all improvements, fixtures, equipment and personal property thereon, such property to become the exclusive property of the City;

(iii) contract language to address the previously unanticipated circumstance of significant infrastructure improvements to be made under the Warehouse #1 Lease as a result of the FDOT Economic Development Transportation Project Fund Agreement project;

(iv) terms and conditions to address the expansion of OIMO into the previously unoccupied half of the Warehouse #1 structure upon completion of the FDOT Economic Development Transportation Project Fund Agreement project infrastructure improvements, or into a portion of the space not currently occupied by OIMO; and

(v) no change or extension to the term of the original Warehouse #1 Lease, expiring May 1, 2022.

In conjunction with the above amendment request, City Council was also asked to terminate the lease agreement for the Warehouse #9 structure and approximately three and one-half (3½) acres of immediately adjacent undeveloped land (“Warehouse #9 Lease”) between the parties.

During the April 13, 2017 City Council meeting, City Council acted to postpone both requests, with direction to staff to negotiate with OIMO, and to bring negotiated agreements regarding each warehouse lease back to City Council as separate items at the next City Council meeting.

The attached negotiated draft of the Amendment No. 1 to Lease Agreement for Warehouse #1 has been revised to:

(i) delay the imposition of any interest charge on the outstanding amounts in the payment plan until no earlier than October 1, 2017;

(ii) delete language expressly terminating the Warehouse #1 Lease for non-payment of monetary obligations, specifically those in the payment plan, and introduce language requiring City Council determination of whether to terminate the Warehouse #1 Lease or to renegotiate payment terms;

(iii) delete language requiring the property be returned to the City in good condition; and

(iv) expand the time allowed to OIMO to vacate the premises to thirty (30) days following an action to terminate the Warehouse #1 Lease for non-payment.

PRIOR ACTION:

April 22, 2010 - City Council approved the Offshore Inland lease for a portion of Warehouse #1 and associated open storage and working areas.

January 10, 2013 - City Council approved a FDOT Economic Development Transportation Project Fund

Agreement for infrastructure improvements at the Port.

March 13, 2014 - City Council approved and authorized the Mayor to negotiate and execute a lease agreement for Warehouse #9 and approximately three and one-half (3½) acres of immediately adjacent undeveloped land with OIMO.

April 13, 2017 - City Council postponed a recommendation to authorize the Mayor to terminate the Warehouse #9 Lease and to amend the Warehouse #1 Lease.

FUNDING:

N/A

FINANCIAL IMPACT:

Approval of the Warehouse #1 lease amendment establishes a formal payment plan of OIMO's current outstanding balance of \$269,247.00. Further, the payment plan provides authorization for the resolution of the \$363,000.00 outstanding amount as it relates to grant project invoices. Approval of the amendment also establishes conditions for OIMO to occupy the entire warehouse premises at a proportional increased amount above the \$8,891.40 rent revenue currently paid.

CITY ATTORNEY REVIEW: Yes

5/1/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Richard Barker Jr., Chief Financial Officer
Amy Miller, Port Director

ATTACHMENTS:

- 1) Amendment to Warehouse #1 Lease (Revised)

PRESENTATION: No

AMENDMENT NO. 1 TO LEASE AGREEMENT

THIS AMENDMENT NO 1 (“Amendment No. 1”), to the Lease Agreement for leased premises in Warehouse 1 located at the City of Pensacola Port of Pensacola (“Port”) dated June 17, 2010 (“Original Agreement”), is made and entered into this ___ day of _____, 2017, by and between the City of Pensacola (“City” or “Lessor”) and Offshore Inland Marine & Oilfield Services, Inc. (“Lessee”).

Recitals:

WHEREAS, City and Lessee entered into the Original Agreement, incorporated herein by this reference, to lease space in the southern half (1/2) of Warehouse 1 and associated berth apron and open storage area located at the Port for the purposes described therein ; and

WHEREAS, Lessee has outstanding amounts owing to the City, and City and Lessee have determined that it is in their mutual best interests for Lessee and City agree to a payment plan respecting such outstanding amounts; and

WHEREAS, the parties find other terms and conditions of the Original Agreement require amendment; and

WHEREAS, the parties now desire to amend the Original Agreement;

NOW, THEREFORE, in consideration of One Hundred Dollars (\$100.00) the receipt and sufficiency of which are hereby acknowledged by the parties, and of the mutual covenants and agreements herein contained, it is agreed that the Original Agreement shall be hereby amended as follows:

1. The Recitals above are true and correct and are hereby incorporated as a material part to this Amendment No. 1.
2. Section 4 of the Original Agreement is hereby amended to add the following fourth (4th) paragraph:

Lessee expressly agrees that no later than the first (1st) day of the first (1st) month following completion of the Lessor improvements contemplated in Section 9(b) herein, such status of completion of improvements to be the sole discretion of the Lessor and to be documented by written notice of completion by the Port Director, the Leased Premises will on that date expand to include all of Warehouse 1, specifically adding the northern half (1/2) of Warehouse 1 to the definition of Leased Premises, and on that date Lessee shall be obligated to all rental rates pursuant to Section 6 applied to the entire Warehouse 1 Leased Premises and such shall be due and owing by Lessee to Lessor.

3. Section 5 of the Original Agreement is deleted in its entirety.
4. New Section 5 of the Original Agreement hereby created in its entirety to read:

5. OUTSTANDING AMOUNT PAYMENT PLAN.

(a) Lessee acknowledges and agrees that as of March 15, 2017 Lessee failed to pay past-due outstanding amounts in dockage or vessel fees and related charges of Two Hundred Sixty Nine Thousand Two Hundred and Forty Seven Dollars (\$269,247.00) immediately owing to the City, and in lieu of default upon request from Lessee, the City will agree to a payment plan respecting such outstanding amounts as further described in this Section 5(a). Lessee agrees the unwanted continued existence of these outstanding amounts are material considerations in continuing this Agreement between the parties. In addition to timely payment of monthly rents, utility, fees, taxes, charges, payments, or other monetary obligations under this Agreement or any other agreement, or owing as a result of Lessee's operations at the Port, Lessee shall continue to pay Ten Thousand Dollars (\$10,000.00) per month, no later than the fifteenth (15th) day of each month. Lessee acknowledges and agrees that in the event of failure to make such monthly payment as provided herein, City Council may, in City Council's sole discretion, terminate the lease, effective upon City Council action to terminate the lease. Lessee shall, within no more than thirty (30) days of the City Council action to terminate the lease, vacate the Port and surrender all of the Leased Premises and all improvements, fixtures, and property thereon, to become the exclusive property of the City, and ensure that all such land and property shall be in good condition.

Further, Lessee shall remit to the City a final balloon payment for the entire outstanding amount, by no later than September 30, 2017. Lessee shall, on or before September 1, 2017, provide to City written notification of any inability or intention not to make the final balloon payment in full on September 30, 2017. Upon Lessee's delivery of said notice, if any, the City Council may, in City Council's sole discretion, terminate the lease or allow renegotiation as to payment of outstanding amounts. In the event of termination after notification of non-payment as described herein, Lessee shall, within no more than thirty (30) days of the City Council action to terminate the lease, vacate the Port and surrender all of the Leased Premises and all improvements, fixtures, and property thereon, to become the exclusive property of the City. Lessee acknowledges and agrees that in the event of failure to provide the notice as described herein and failure to make such balloon payment as provided herein, City Council may, in City Council's sole discretion, terminate the lease, effective upon City Council action to terminate the lease. In that event of failure to provide notice and failure to make such balloon payment, Lessee shall, within no more than thirty (30) days of the City Council action to terminate the lease, vacate the Port and surrender all of the Leased Premises and all improvements, fixtures, and property thereon, to become the exclusive property of the City.

No interest shall accrue on the outstanding balance through September 30, 2017. Beginning October 1, 2017, interest shall accrue on any remaining outstanding balance due under this section 5(a) at the rate of twelve percent (12%) per annum as otherwise further described and calculated in the Port Tariff.

(b) Lessee further acknowledges and agrees that as of March 15, 2017 Lessee failed to

pay past-due outstanding amounts in dockage or vessel fees and related charges in the amount of Three Hundred Sixty Three Thousand Dollars (\$363,000.00) owing to the City. The parties acknowledge and agree that reimbursement of certain project related expenses incurred by Lessee currently remains in question and, that by mutual agreement, this \$363,000.00 has been held in abeyance pending completion of the grant project. Therefore, the parties agree that final disposition of the \$363,000.00 outstanding balance, and other credits that may or may not be due Lessee, will be addressed as expeditiously as practicable following completion of the grant project improvements and final closeout of the grant. Such resolution of reimbursement shall be negotiated by the parties and presented to City Council for final approval. No interest shall accrue on the amount held in abeyance under this section 5(b) until the grant project is completed and upon the vote of the City Council to charge interest at a rate not higher than the Port Tariff rate.

5. Section 6 of the Original Agreement is hereby amended in its entirety to read:

6. RENT.

(a) Effective upon the Commencement Date of this Agreement, and as compensation for the exclusive use of the facilities described in Section 4 above, Lessee shall pay to Lessor rent in the amount of One Hundred Four Thousand Four Hundred Dollars (\$104,400.00) per year payable in twelve (12) equal monthly payments of Eight Thousand Seven Hundred Dollars (\$8,700.00) per month, plus sales tax, due and payable in advance on the first (1st) day of each month, and such rental rates subject to the increases as stated in the renewal terms in Section 2 above.

(b) Rental rates for Lessee's expansion of its Leased Premises to include the entirety of Warehouse 1, expanding into the northern half (1/2) of Warehouse 1, whether undertaken in accordance with the terms of Section 4, Section 8 or Section 9(b) of this Agreement, shall be at the applicable per square foot rental rate then being paid by Lessee multiplied by the total number of square feet of Lessee's expanded Leased Premises with the total of Warehouse included, and inclusive of revision or expansion thereof, plus sales tax, for the entirety of Warehouse 1 due and payable in advance on the first (1st) day of each month, and such rental rates subject to the increases as stated in the renewal terms in Section 2 above.

(c) Any additional space, whether taken by Lessee in accordance with Section 4, Section 8 or Section 9(b) of this Agreement or any other additional space occupied by Lessee, shall immediately be incorporated into, and considered part of, Lessee's Leased Premises, and all terms and conditions of this Agreement shall be at the applicable per square foot rental rate then being paid by Lessee multiplied by the total number of square feet of Lessee's Leased Premises, due and payable in advance on the first (1st) day of each month, and such rental rates subject to the increases as stated in the renewal terms in Section 2 above.

6. Section 8 of the Original Agreement is hereby amended in its entirety to read:

8. EXPANSION. In the event Lessee desires to expand its Warehouse 1 leasehold into portions of the northern half (1/2) of Warehouse 1 prior to completion of the improvements as addressed in Section 9(b) below, contingent upon full satisfaction of outstanding amounts in Section 5 above, Lessee may request, in advance, in writing to the Port Director, such expansion on a temporary or permanent basis, the grant of any such expansion to be made in the sole discretion of Lessor. The City Administrator, in consultation with the Port Director, shall have the sole discretion to determine whether or not to grant any expansion request. If granted, this Lease shall be immediately amended by simple letter of agreement between the parties hereto to reflect the revised boundaries of the Leased Premises, with the City Administrator having full authority to sign any such agreement.

7. Section 9 of the Original Agreement is hereby amended to add the following provisions immediately after the fifth (5th) paragraph:

(b) Lessor Improvements.

The parties acknowledge the Lessor contemplates the construction of certain improvements pursuant to FDOT Transportation Economic Development Project Fund Agreement FPN# 422354-2-94-01 (“Grant”), attached hereto as Exhibit B and incorporated herein by this reference, provided however, only to the extent such Lessor improvements may be designed and constructed by Lessor at a cost not to exceed the total amount of project funding provided by the Grant.

In the event the desired improvements are deemed, by the Port Director with the prior consent of the City Chief Financial Officer, to exceed Grant budgetary parameters, the Port Director with the prior consent of the City Chief Financial Officer, in their sole discretion may either terminate such improvements, evaluate reduction in project scope and design to assess feasibility of improvements, or, contingent upon full satisfaction of outstanding amounts in Section 5 above, permit Lessee to pay, at Lessee’s sole cost and expense, in advance of any construction, one hundred percent (100%) of any cost in excess of budgetary parameters and any associated costs.

As provided in Section 4 above and Section 6(b) above, upon completion of Lessor’s improvements in this Section 9(b), Lessee shall occupy and pay rent on the total space of Warehouse 1. Upon occupation of Warehouse 1 hereunder, Lessee shall simultaneously become solely responsible, at Lessee’s sole cost and expense, for maintaining the improvement in strict accordance with all manufacturer guidelines, any applicable Grant guidelines, and to the satisfaction of Lessor. Lessor may, in Lessor’s discretion, inspect improvements as Lessor deems necessary.

Notwithstanding anything in this Agreement to the contrary, title to improvements in this Section 9(b) shall vest in Lessor upon completion and shall in no event be removed by Lessee.

8. Section 14 of the Original Agreement is hereby amended in its entirety to read:

14. DOCKAGE FEES. With the exception of the fees addressed in Section 5 above, unless otherwise requested on a case-by-case basis by Lessee and approved by Lessor, dockage fees assessed against vessels calling at Lessee's facility shall be billed to and paid by Lessee. The dockage rate for all vessels calling at Lessee's facility shall be sixty percent (60%) of the applicable full Port Tariff rates then in effect, or any applicable frequency or volume incentive rate requested by Lessee and approved by the Port Director in accordance with applicable provisions of the Port Tariff.

9. Section 15 of the Original Agreement is hereby amended in its entirety to read:

15. VESSEL SECURITY AND HARBOR FEES. With the exception of the fees addressed in Section 5 above, unless otherwise requested on a case-by-case basis by Lessee and approved by Lessor, vessel security and harbor fees assessed against vessels calling at Lessee's facility shall be billed to and paid by Lessee. Vessel security and harbor fees shall be assessed at one hundred percent (100%) of the Port Tariff rates then in effect.

10. Section 20 of the Original Agreement is hereby amended in its entirety to read:

20. UTILITIES. For any required utilities, Lessee shall arrange for direct billing with the appropriate utility provider. If direct billing is not possible due to the placement or routing of utility infrastructure, Lessor and Lessee shall develop a mutually agreeable methodology by which the Lessor will bill the Lessee its pro-rata share of those utilities. Construction, installation and maintenance of any improvements to utility infrastructure required to support Lessee's operations shall be at the sole cost and expense of Lessee, other than construction of any utility infrastructure completed under Section 9(b) above. This stipulation does not apply to the provision of potable water to vessels, which is a service provided by the Port of Pensacola, Operations Division. Provision of potable water to vessels must be requested in advance in accordance with Port Tariff Item 440 and all applicable fees as expressed in Port Tariff Item 440 and Port Tariff Item 442 will be assessed to the party responsible for payment of vessel fees as described in Section 14 and 15 of this Agreement.

11. Section 21 of the Original Agreement is hereby amended in its entirety to read:

21. MAINTENANCE. Lessee shall maintain the leasehold improvements of whatever nature situated on the Leased Premises at its own expense. Lessee shall at all times maintain the Leased Premises in a safe, neat and orderly manner; free from trash, debris or other unsafe, unsightly or unsanitary matter. Should Lessee fail to maintain the Leased Premises in a safe, neat and orderly manner, the Lessor reserves the right to intervene and resolve such matters after a period of seventy-two (72) hours. All costs for such intervention by the Lessor will be the responsibility of Lessee, at Lessee's sole cost and expense, pursuant to the Port of Pensacola Terminal Tariff. All other maintenance, including maintenance of any and all improvements constructed or placed by the Lessee, shall be the responsibility of the Lessee, at Lessee's sole cost and expense.

Subject to the performance of Lessee's obligations under Paragraph 22, Paragraph 23, and this Paragraph 21, Lessor agrees to maintain the Leased Premises, supporting improvements and infrastructure not under Lease by Lessee, and surrounding areas, (including access, loading and parking improvements and areas) in a good state of repair and in a safe condition at its own expense. Lessor's obligation to maintain the Leased Warehouse Area shall be limited to major structural components, including but not necessarily limited to those items listed in Paragraph 23. All other maintenance, including maintenance of any and all improvements constructed by the Lessee, shall be the responsibility of the Lessee. In addition, Lessor shall cause the Port of Pensacola harbor and shipping channel to have and maintain the minimum draft depth of 33 feet. Lessor shall maintain all berths, bulkheads, and fender systems.

With the exception of improvements pursuant to Section 9(b) above, Lessee has the right to make any and all repairs to the Leased Premises or the supporting improvements that are the responsibility of Lessor to correct conditions that immediately and significantly threaten its leasehold improvements, warehouse contents, or operations thereof. Lessee shall notify Lessor of any such intended repair action at least fifteen (15) days prior to the work being performed unless said work must be performed immediately to address an emergency situation (i.e., to prevent the threat of imminent property damage or personal injury or a material interruption of Lessee's business operations), in which event Lessee may perform such work immediately without notice or expiration of a waiting period (but Lessee shall notify Lessor of such repair work as soon as practicable following initiation of emergency repair efforts). Notwithstanding the foregoing, in no event shall Lessee have the right to proceed with work until approved by the Port Director. This provision will not be exercised unreasonably by Lessor or Lessee, but is intended to allow Lessee to protect the substantial investment being made in the leasehold improvements and Lessee's business operation. If Lessee undertakes repairs that are the responsibility of Lessor, upon approval of Lessor, Lessor shall reimburse Lessee for the reasonable and necessary costs and expenses incurred by Lessee therefore.

12. Section 23 of the Original Agreement is hereby amended in its entirety to read:

23. REPRESENTATIONS CONCERNING CONDITION. Lessor warrants and represents that the real property of the Leased Premises, and excepting any improvements under Section 9 above, are in good and serviceable condition and in compliance with all applicable laws, codes and regulations with respect to all major structural components including, but not limited to, the following:

- (a) roof and structural components thereof
- (b) exterior walls and structural components thereof
- (c) gutters/drains/downspouts
- (d) plumbing, drains and storm drains
- (e) basic electrical supply and distribution
- (f) foundation and loading docks
- (g) doors (personnel and cargo)

13. Intentionally omitted.
14. Intentionally Omitted.
15. Section 38 of the Original Agreement is hereby amended in its entirety to read:

38. NOTICES. Any notices required by this Lease Agreement or by law to be sent to Lessor shall be sufficient if transmitted by personal delivery, nationally recognized overnight delivery service (such as Federal Express Corporation or UPS), or certified mail, return receipt requested, addressed to Lessor as follows:

Port Director
Port of Pensacola
700 South Barracks Street
Pensacola, Florida 32502

with a copy to:
City of Pensacola
Attn: City Administrator
222 W. Main Street
Pensacola, Florida 32502

Any notices required by this Lease Agreement or by law to be sent to Lessee shall be sufficient if transmitted by personal delivery, nationally recognized overnight delivery service (such as Federal Express Corporation or UPS), or certified mail, return receipt requested, addressed to Lessee as follows:

Chief Financial Officer
Offshore Inland Marine & Oilfield Services
640 S. Barracks St.
Pensacola, FL 32502

Either party may change the above address by providing 10 days advance written notice to the other party.

16. Section 39 of the Original Agreement is hereby amended in its entirety to read:

39. ADMINISTRATION OF AGREEMENT. The Port Director shall serve as administrator of this Agreement on behalf of the Lessor. Administrator of this Agreement on behalf of the Lessee shall be the Lessee's Chief Financial Officer.

17. Section 41 of the Original Agreement is hereby amended in its entirety to read:

41. TAXES. During the term of this Agreement, Lessee shall be responsible for all taxes and assessments levied on the Leased Premises and improvements, including all

improvements under Section 9 above, regardless of whether Lessee or Lessor is billed.

18. Intentionally Omitted.

19. New Section 48 of the Original Agreement is hereby created to read:

48. PUBLIC RECORDS. The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

20. New Attachment A to the Original Agreement is hereby created to read:

(attached hereto as Attachment A to this Amendment No. 1)

21. The remainder of the Agreement not amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Original Agreement.

CITY OF PENSACOLA, FLORIDA

**OFFSHORE INLAND & MARINE
OILFIELD SERVICES, INC.**

Mayor, Ashton J. Hayward, III

Attest:

By _____
President

City Clerk, Ericka L. Burnett

Attest:

SEAL

By: _____
Corporate Secretary

(SEAL)

Witnesses:

Witnesses:

Legal in form and valid as drawn:

City Attorney

Approved As To Substance:

Department Director/Division Head

Attachment "A"

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

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

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

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



Memorandum

File #: 17-00298

City Council

5/11/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PORT WAREHOUSE #9 TERMINATION OF LEASE WITH OFFSHORE INLAND MARINE & OILFIELD SERVICES, INC.

RECOMMENDATION:

That City Council authorize the Mayor to take all action necessary to terminate the Lease Agreement for Port Warehouse #9 with Offshore Inland Marine & Oilfield Services, Inc.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On March 13, 2014, City Council authorized the Mayor to negotiate and execute a lease agreement for the Warehouse #9 structure and approximately three and one-half (3½) acres of immediately adjacent undeveloped land ("Warehouse #9 Lease") with Offshore Inland Marine & Oilfield Services, Inc. ("OIMO").

On May 12, 2016, City Council granted an extension to OIMO to complete construction of the Tenant's Structure located on the ground lease premises of the Warehouse #9 Lease. The Tenant's Structure was to serve as a submersible pipe manufacturing facility once completed. OIMO had requested the extension of the construction completion date as all construction work on the facility halted in the fall of 2015.

On October 13, 2016, City Council declined a request from OIMO for partial deferral of rent under the Warehouse #9 Lease.

On April 13, 2017, City Council considered a request from OIMO to terminate the Warehouse #9 Lease. The proposed agreement to terminate brought before City Council at that time provided:

- (i) OIMO was to vacate all of the Ground Lease Premises, including Warehouse #9, the adjacent land, and Tenant's Structure;
- (ii) City was to keep all improvements, fixtures, equipment and personal property in the Warehouse #9 leased premises, including the incomplete Tenant's Structure;

(iii) OIMO was not to be released from any rents or amounts due and payable under the Warehouse #9 Lease, or any rents, fees or amounts due and payable under any other lease or operation at the Port; and

(iv) OIMO was to warrant to the City that OIMO had complied with all insurance coverage requirements under the Warehouse #9 Lease, and was to protect the City from any third party's claims against the City, or from OIMO's own claims against the City.

In conjunction with the above termination request, City Council was also asked to amend the City's June 17, 2010 Lease Agreement ("Warehouse #1 Lease") between the parties, which includes the leased premises of one-half (1/2) of the Warehouse #1 structure.

During the April 13th City Council meeting, City Council acted to postpone both requests, with direction to staff to negotiate with OIMO, and to bring negotiated agreements regarding each warehouse lease back to City Council as separate items at the next City Council meeting.

The attached negotiated draft of the Termination of Lease Agreement for Warehouse #9 has been revised to:

(i) exclude both equipment and personal property from the City's possession, allow OIMO to keep equipment and personal property on the premises for an additional fifteen days, and delete language expressly obligating OIMO to remove abandoned OIMO property after the fifteen (15) day period or to cover the costs of such removal by the City if necessary;

(ii) delete language obligating OIMO to warrant that OIMO complied with the insurance coverage requirements under the Warehouse #9 Lease, and delete language serving as acknowledgment of insurance coverage requirements;

(iii) limit the City's protection against claims made by OIMO, or by any third party, against the City to only those claims arising out of the Warehouse #9 Lease and termination; and

(iv) require the City release any and all claims against OIMO arising out of the Warehouse #9 Lease and termination.

PRIOR ACTION:

April 22, 2010 - City Council approved the Offshore Inland lease for a portion of Warehouse #1 and associated open storage and working areas.

January 10, 2013 - City Council approved a FDOT Economic Development Transportation Project Fund Agreement for infrastructure improvements at the Port.

March 13, 2014 - City Council approved and authorized the Mayor to negotiate and execute a lease agreement for Warehouse #9 and approximately three and one-half (3½) acres of immediately adjacent undeveloped land with OIMO.

May 12, 2016 - City Council authorized the Mayor to take all necessary actions to provide OIMO with a twelve (12) month extension to complete construction and obtain a certificate of occupancy for the Tenant's Structure

located on the Ground Lease Premises of the Lease Agreement for Warehouse #9, contingent upon the Tenant's Structure being storm hardened and enclosed prior to July 31, 2016.

October 13, 2016 - City Council rejected a request from OIMO for partial deferral of rent under the Warehouse #9 Lease.

April 13, 2017 - City Council postponed a recommendation to authorize the Mayor to terminate the Warehouse #9 Lease and to amend the Warehouse #1 Lease.

FUNDING:

N/A

FINANCIAL IMPACT:

Approval of the Warehouse #9 Lease termination will result in the loss of \$12,966.72 per month in rent revenue to the Port. However, the facility will be marketed to new potential users.

CITY ATTORNEY REVIEW: Yes

5/1/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Richard Barker Jr., Chief Financial Officer
Amy Miller, Port Director

ATTACHMENTS:

- 1) Termination Agreement for the Warehouse #9 Lease (Revised)

PRESENTATION: No

TERMINATION OF LEASE AGREEMENT

This agreement for termination (Termination) is made and entered into effective as of this _____ day of _____, 2017 (the "Effective Date"), by and between the City of Pensacola (City), a municipal corporation of Florida, and Offshore Inland Marine & Oilfield Services, Inc. (OIMO), a corporation authorized to do business in the State of Florida, for the purpose of immediately terminating the Lease Agreement for the City Port of Pensacola Warehouse 9 Leased Premises as hereinafter defined.

Recitals:

WHEREAS, the City and OIMO entered into a Lease Agreement dated May 30, 2014, (Warehouse 9 Lease) for the lease of real property more particularly described as the existing 40,000 square foot steel-frame, aluminum sided warehouse commonly referred to as Port of Pensacola Warehouse 9 (Warehouse 9 Premises), which includes no surrounding land, further depicted in Exhibit A attached to the Warehouse 9 Lease, incorporated herein by this reference, and approximately three and one-half (3½) acres of undeveloped land immediately adjacent to the Warehouse 9 Premises (Ground Lease Premises) generally depicted in Exhibit B attached to the Warehouse 9 Lease, incorporated herein by this reference. Collectively the Warehouse 9 Premises and the Ground Lease Premises comprise the leased premises (Leased Premises); and

WHEREAS, Section 42 of the Warehouse 9 Lease provides the lease may be terminated by the City upon default; and

WHEREAS, OIMO has requested the City agree to immediate, early termination of the Warehouse 9 Lease in lieu of default under the lease, and as consideration of the early termination, OIMO agrees the Leased Premises and all improvements and fixtures thereon shall immediately become the exclusive property of the City; and

WHEREAS, OIMO has represented to City that OIMO will immediately surrender the Leased Premises and all improvements and fixtures thereon, to become the exclusive property of the City, and in its current condition; and

WHEREAS, in lieu of default under the lease, and in consideration of possessing the Leased Premises and all improvements and fixtures thereon, the City agrees to immediate, early termination of the Warehouse 9 Lease, **provided however**, that OIMO expressly agrees to remain obligated to the City for timely payment of any rents, taxes, property taxes, fees, sums or amounts due under the Warehouse 9 Lease prior to termination; and

WHEREAS, given the material representations above, the parties hereby agree to enter into this Termination of Lease Agreement;

NOW, THEREFORE, for and in consideration of One Hundred Dollars (\$100.00) the receipt and sufficiency of which is hereby acknowledged by the Parties, and of the representations of the parties above, and the terms and conditions as set forth in this Termination, and for other good and valuable consideration recited herein, the City and OIMO do hereby agree to keep, perform and observe the following provisions of this Termination.

Section 1. Recitals Incorporated. The Parties agree the recitals above are true and correct and are hereby incorporated into this Agreement as material terms.

Section 2. Immediate, Early Termination. The Parties hereby terminate the Warehouse 9 Lease effective as of the date first written above.

Section 3. City Possession of Leased Premises and Property. The Parties agree that as of the Effective Date, the Leased Premises and all improvements and fixtures thereon are now the exclusive property of the City. All OIMO equipment and OIMO personal property located on the Leased Premises shall remain the property of OIMO, and OIMO shall remove said property within fifteen (15) days of the Effective Date. Upon fifteen (15) days post Effective Date, all equipment and personal property of OIMO not removed from the Leased Premises shall be deemed abandoned and shall become property of the City.

Section 4. Payment Obligations Not Discharged. The Parties agree this termination of the Warehouse 9 Lease shall not discharge or relieve OIMO from timely payment of any rents, taxes, property taxes, fees, sums or amounts due under the Warehouse 9 Lease prior to termination, and the payment of any rents, taxes, property taxes, fees, charges, sums or amounts under any other lease between the parties or due to OIMO's past and current operations at the Port.

Section 5. No Refund. OIMO shall not be entitled to any refund of any rents, taxes, property taxes, fees, sums or amounts due under the Warehouse 9 Lease prior to termination. This agreement shall not operate as a refund or discharge of any payment of any rents, taxes, property taxes, fees, charges, sums or amounts under any other lease between the parties or due to OIMO's past and current operations at the Port that OIMO has already paid to the City.

Section 6. Indemnification. OIMO covenants, warrants and attests that there exist no third party claims, demands or liens against it, the Leased Premises or improvements thereon, and that OIMO shall defend and indemnify the City against any and all such claims related to the Warehouse 9 Lease. OIMO shall remain liable and responsible for any and all claims and liabilities associated with the Warehouse 9 Lease arising prior to this Termination.

Section 7. No Dispute. Further, OIMO shall not, on behalf of itself as well as its parents, affiliates, lenders, associates, employees, contractors, agents, and all other entities connected or affiliated in any way with the Warehouse 9 Lease or its Termination herein, contest, dispute or legally challenge by any means and in any forum, any action by the City with respect to City ownership and control of the Leased Premises and all improvements and fixtures thereon.

Section 8. Mutual Release

OIMO Releases City. Immediately upon the effective termination as provided herein, OIMO automatically and irrevocably, without the need for any further instrument or documentation, forever releases, waives, and completely discharges City (including their agents, attorneys, employees, officials, successors and assigns) of and from any and all claims, controversies, demands, obligations, debts, liabilities, damages, losses, causes of action, disputes, appeals or other demands for relief or claims of liability, past, present or future, known or unknown, suspected or unsuspected, of any nature, character, type or description whatsoever (including but not limited to any claims for attorney's fees, interest or other costs), legal or equitable, that arise out of OIMO's lease and possession, or termination of lease and possession, of Warehouse 9.

City Releases OIMO. Except for those obligations recited herein, immediately upon the effective termination as provided herein, City automatically and irrevocably, without the need for any further instrument or documentation, forever releases, waives, and completely discharges OIMO (including their agents, attorneys, employees, officials, successors and assigns) of and from any and all claims, controversies, demands, obligations, debts, liabilities, damages, losses, causes of action, disputes, appeals or other demands for relief or claims of liability, past, present or future, known or unknown, suspected or unsuspected, of any nature, character, type or description whatsoever (including but not limited to any claims for attorney's fees, interest or other costs), legal or equitable, that arise out of OIMO's lease and possession, or termination of lease and possession, of Warehouse 9.

Section 9. Binding Agreement. This Termination shall bind and inure to the benefit of the successors of the respective parties hereto.

Section 10. No Third Party Beneficiaries. Nothing in this Termination, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Termination.

Section 11. Entire Agreement. The parties hereto understand and agree that this Termination contains the entire agreement and understanding between the City and OIMO. The parties understand and agree that neither party nor its agents have made any representations or promises with respect to this Termination except as expressly set forth herein, and that no claim or liability shall arise for any representations or promises not expressly stated in this Termination. Any other written or oral agreement regarding the Warehouse 9 Lease, this Termination or the Leased Premises is expressly nullified upon the execution of this Termination unless otherwise specifically provided herein.

Section 12. Amendment. This Termination may not be altered, changed or amended, except by written instrument signed by both parties hereto in the same formality as the execution of this Termination. No provision of this Termination shall be deemed to have been waived by City, unless such waiver be in writing signed by City and addressed to OIMO, nor shall any custom or practice which may grow up between the parties in the administration of the provisions hereof

be construed to waive or lessen the right of City to insist upon the performance by OIMO in strict accordance with the terms hereof. The terms, provisions, covenants, and conditions contained in this Termination shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise expressly provided herein.

Section 13. Counterparts. This Termination may be signed in any number of counterparts, each of which shall be deemed an original so long as it bears the signature of the authorized representatives of each party.

Section 14. Corporate Authorization. The undersigned officer of OIMO hereby personally warrants and certifies that OIMO is a corporation in good standing and is authorized to do business in the State of Florida. The undersigned officer of OIMO hereby further personally warrants and certifies that he or she, as such officer, is authorized and empowered to bind the corporation to the terms of this Termination by his or her signature thereto. OIMO, as of the date of execution of this Termination, hereby represents and warrants to the City that it has the corporate power to enter into this Termination and to perform all acts required to be performed by OIMO and that the execution and delivery of this Termination have been duly authorized by all necessary corporate action.

Section 15. Prevailing Party Attorneys' Fees. The prevailing party in any action, claim or proceeding arising out of this Termination shall be entitled to attorney's fees and costs from the losing party.

Section 16. Rights and Remedies Cumulative. The rights and remedies of the parties hereunder shall be cumulative and shall be in addition to rights as otherwise provided at law or in equity, and failure on the part of either party to exercise promptly any such rights afforded it by said laws shall not operate to forfeit any such rights.

Section 17. Non-Waiver of Immunity. The City enjoys sovereign immunity. Nothing contained in this Termination shall be construed as modifying, limiting, restricting or otherwise adversely affecting the sovereign immunity defenses and limitations available to the City.

Section 18. Severability. In the event any covenant, conditions or provision of this Termination is illegal, invalid or unenforceable by any court of competent jurisdiction, under present or future laws effective during the term of this Termination, such determination, then and in that event, will not materially prejudice the City as to rights or other obligations contained in the valid covenants, conditions or provision of this Termination that shall remain and continue in full force and effect.

Section 19. Venue. Venue for any claim, action or proceeding arising out of this Termination shall be Escambia County, Florida.

Section 20. State Law. The laws of the State of Florida shall be the law applied in resolution of any action, claim or other proceeding arising out of this Termination.

Section 21. Public Records. The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

IN WITNESS WHEREOF, the parties have set their hands and seal the date first written above.
CITY OF PENSACOLA

By: _____
Ashton J. Hayward, III, Mayor

ATTEST:

Ericka L. Burnett, City Clerk

SEAL

Witness:

Witness:

OFFSHORE INLAND MARINE &
OILFIELD SERVICES, INC.

By: _____
President

Attest:

Corporate Secretary

Corporate Seal

Witness:

Witness:

Legal in form and valid as drawn:

Approved as to content:

City Attorney

Port Director

Attachment "A"

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

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

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00300

City Council

5/11/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri F. Myers

SUBJECT:

AMENDMENT TO LAND DEVELOPMENT CODE SECTION 12-12-8 - REGULATION OF PATRONS' DOGS AT PERMITTED FOOD SERVICE ESTABLISHMENTS - REFERRAL TO PLANNING BOARD

RECOMMENDATION:

That City Council refer to the Planning Board for its review and recommendation a requested amendment to the Land Development Code Section 12-12-8 - Regulation of Patrons' Dogs at Permitted Food Service Establishments.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Section 12-12-8 of the City Code pertains to the Regulation of Patrons' dogs at permitted food service establishments, and is authorized by Florida Statute Section 509.233.

Proposed amendments to Section 12-12-8 include the removal of physical barrier requirements which are not required under the State Statute; inclusion of an ability to allow enforcement via Chapter 13 (Code Enforcement) of the City Code and removal of "patron" as one receiving a Notice to Appear or Civil Citation.

Section 12-12-8 is part of the Land Development Code, therefore this item needs to be referred to the Planning Board for review and recommendation prior to action by the City Council.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Section 12-12-8 - Proposed Amendment

PRESENTATION: No

Sec. 12-12-8. - Regulation of patrons' dogs at permitted food service establishments.

Pursuant to the authority granted by F.S. § 509.233, patrons' dogs may be permitted within certain designated outdoor portions of permitted public food service establishments, notwithstanding the provisions of section 4-2-33 of the Code of the City of Pensacola, Florida, or the provisions of F.S. § 509.032(7), provided that each of the following requirements and criteria have been complied with:

- (A) Any public food service establishment desiring to allow patrons' dogs within certain designated outdoor portions of its public food service establishment, must apply for and receive a permit from the city council before allowing patrons' dogs on its premises.
- (B) Each applicant shall supply the following information in order to receive a permit:
 - (1) The name, location, and mailing address of the public food service establishment.
 - (2) The name, mailing address, and telephone contact information of the permit applicant.
 - (3) A diagram and description of the outdoor area to be designated as available to patrons' dogs, including dimensions of the designated area; a depiction of the number and placement of tables, chairs, and restaurant equipment, if any; the entryways and exits to the designated outdoor area; the boundaries of the designated area and of other areas of outdoor dining not available for patrons' dogs; any fences or other barriers; surrounding property lines and public rights-of-way, including sidewalks and common pathways; and such other information as may reasonably be required by the city council. The diagram or plan shall be accurate and to scale but need not be prepared by a licensed design professional.
 - (4) A description of the days of the week and hours of operation that patrons' dogs will be permitted in the designated outdoor area.
 - (5) Proof that the applicant possesses liability insurance in the minimum amount of twenty-five thousand dollars (\$25,000.00) in the event of a dog biting a staff member, patron, guest or passerby while on the premises.
 - (6) ~~With respect to applicants whose outdoor seating is on a public sidewalk, proof that the restaurant has erected a physical barrier which would prevent pedestrian passersby from having direct contact with any dog on premises.~~
 - (7) With respect to restaurants located adjacent to another restaurant or licensed establishment, proof that the applicant has provided the neighboring establishment with notification of the applicant's intent to seek a permit under this section.
- (C) In order to protect the health, safety, and general welfare of the public, the following measures shall be continuously applied by the permitted establishment:
 - (1) All public food service establishment employees shall wash their hands promptly after touching, petting, or otherwise handling dogs. Employees shall be prohibited from touching, petting, or otherwise handling dogs while serving food or beverages or handling tableware or before entering other parts of the public food service establishment.
 - (2) Patrons in a designated outdoor area shall be advised that they should wash their hands before eating. Waterless hand sanitizer shall be provided at all tables in the designated outdoor area.
 - (3) Employees and patrons shall be instructed that they shall not allow dogs to come into contact with serving dishes, utensils, tableware, linens, paper products, or any other items involved in food service operations.
 - (4) Patrons shall keep their dogs on a leash at all times and shall keep their dogs under reasonable control.
 - (5) Dogs shall not be allowed on chairs, tables, or other furnishings.

- (6) All table and chair surfaces shall be cleaned and sanitized with an approved product between seating of patrons. Spilled food and drink shall be removed from the floor or ground between seating of patrons.
 - (7) Accidents involving dog waste shall be cleaned immediately and the area sanitized with an approved product. A kit with the appropriate materials for this purpose shall be kept near the designated outdoor areas.
 - (8) A sign or signs reminding employees of the applicable rules shall be posted on premises in a manner and place as determined by the local permitting authority.
 - (9) A sign or signs reminding patrons of the applicable rules shall be prominently posted on premises.
 - (10) A sign or signs shall be prominently posted that places the public on notice that the designated outdoor area is available for the use of patrons and patrons' dogs.
 - (11) Dogs shall not be permitted to travel through indoor or nondesignated outdoor portions of the public food service establishment, and ingress and egress to the designated outdoor portions of the public food service establishment must not require entrance into or passage through any indoor areas of the food establishment.
- (D) A permit issued pursuant to this section shall not be transferred to a subsequent owner upon the sale of a public food service establishment but shall expire automatically upon the sale of the establishment. The subsequent owner shall be required to reapply for a permit pursuant to this section if the subsequent owner wishes to continue to accommodate patrons' dogs.
 - (E) The application for a permit shall be accompanied by a nonrefundable permit fee of one hundred dollars (\$100.00).
 - (F) This provision shall be enforced by sworn law enforcement officers employed by the City of Pensacola, and the civil fine penalty provided by section 1-1-8 of the Code of the City of Pensacola, Florida shall apply. Such officers shall enforce the provisions of this section of the code through issuing a Notice to Appear, a Civil Citation or other means of enforcement pursuant to Chapter 13 of this code; to be acknowledged and received by the ~~patron~~, restaurant owner, managing agent, property owner or employee receiving the notice. Failure to sign acceptance of the Notice to Appear or Civil Citation shall be a first degree misdemeanor as defined by Florida law. Any permitted establishment accumulating three (3) or more Notices to Appear shall have its permit subject to suspension or revocation at the discretion of the Pensacola City Council.
 - (G) In the event of a violation of this section at a permitted establishment, all costs of enforcement and prosecution shall be assessed against the establishment by the city council and shall constitute a special assessment against such establishment, for which a lien on all personal and real property may be imposed, recorded and foreclosed upon by the City of Pensacola.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-23

City Council

5/11/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri F. Myers

SUBJECT:

RESOLUTION NO. 17-23 - OPPOSING OFFSHORE DRILLING ACTIVITIES, INCLUDING SEISMIC AIRGUN BLASTING

RECOMMENDATION:

That City Council adopt Resolution No. 17-23 - Opposing Offshore Drilling Activities, including Seismic Airgun Blasting.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA,
FLORIDA, OPPOSING OFFSHORE DRILLING ACTIVITIES, INCLUDING
SEISMIC AIRGUN BLASTING

HEARING REQUIRED: No Hearing Required

SUMMARY:

President Donald Trump is set to sign an executive order that calls for a review of locations for offshore drilling and the regulations that govern it.

The United States government has expressed interest in opening the Atlantic Ocean and Eastern Gulf of Mexico to offshore oil and gas development and exploration, including risky methods such as seismic airgun blasting.

Past City Councils have on numerous occasions affirmed and reaffirmed their opposition to such activities.

PRIOR ACTION:

City Council Actions:

1990 - Resolution No. 23-90 - opposing the leasing of the North Florida coastal area for offshore oil and gas drilling in the Eastern Gulf of Mexico

1999 - Resolution No. 33-99 - reaffirming its opposition to proposed leasing of the North Florida coastal area for offshore oil and gas drilling in the Eastern Gulf of Mexico

2001 - Resolution No. 10-01 - reaffirming its opposition to proposed leasing of the North Florida coastal area for offshore oil and gas drilling in the Eastern Gulf of Mexico

2005 - Resolution No. 20-05 - reaffirming its opposition to proposed leasing of the North Florida coastal area for offshore oil and gas drilling in the Eastern Gulf of Mexico

2009- Resolution 15-09 - reaffirming its opposition to offshore mineral explorations and extraction

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Resolution No. 17-23 - Oppose Offshore Drilling Activities including Seismic Airgun Blasting

PRESENTATION: No

RESOLUTION
NO. 17-23

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PENSACOLA, FLORIDA, OPPOSING OFFSHORE
DRILLING ACTIVITIES, INCLUDING SEISMIC AIRGUN
BLASTING

WHEREAS, the United States government has expressed interest in opening the Atlantic Ocean and Eastern Gulf of Mexico to offshore oil and gas development and exploration, including risky methods such as seismic airgun blasting; and,

WHEREAS, seismic airguns fire intense blasts of compressed air, one of the loudest manmade sounds in the ocean, every 10-12 seconds for days, weeks, or months on end; and,

WHEREAS, seismic airgun noise has been shown to harm and injure dolphins, whales, endangered sea turtles, fish, and other marine life; and,

WHEREAS, exploratory and commercial drilling, extraction, and transportation of offshore oil and gas resources pose a significant risk of oil spills and chronic leakage; and,

WHEREAS, eventual offshore drilling may require significant onshore infrastructure, such as pipelines or refineries, which would harm the character of the coast; and,

WHEREAS, offshore drilling activities pose threats to treasured vacation destinations on Florida's Coasts, which are of intrinsic economic value for numerous industries, provide essential nursery habitats for recreational and commercially important fisheries, and act as natural buffers from storm surge and hurricanes; and,

WHEREAS, the Pensacola City Council recognizes that the tourism and fishing industries, which depend on a healthy and vibrant coastal environment, both serve as major economic drivers benefiting the current and future residents, property owners, and visitors to Florida; and,

WHEREAS, the Pensacola City Council endeavors to be a good steward of the state and region's environment and its resources; and,

WHEREAS, exploration and development of oil and gas resources off the coast of Florida will not effectively address the long-term energy needs of our country; and,

WHEREAS, the Pensacola City Council recommends that it would be more economically and ecologically responsible to pursue non-polluting sources of renewable energy such as solar and wind, that pose less risk to the coastal environment and economic health before using uncertain methods of seismic airgun blasting for offshore oil and gas deposits.

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

SECTION 1. Offshore oil and gas drilling and exploration, including seismic airgun blasting, will put Florida's environment, beaches, marine resources and local economies at risk; therefore the Council expresses its opposition to these activities and urges the federal government not to pursue such practices off Florida's coast.

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



Memorandum

File #: 17-00287

City Council

5/11/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jewel Cannada-Wynn

SUBJECT:

COMMUNITY POLICING INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND THE COMMUNITY REDEVELOPMENT AGENCY - FY 2018 AND REMAINDER OF FY 2017

RECOMMENDATION:

That City Council approve an Interlocal Agreement with the Community Redevelopment Agency (CRA) for the purpose of providing Community Policing Innovations within the Urban Core Community Redevelopment Area of the CRA for Fiscal Year 2018 and the remainder of Fiscal Year 2017 in an amount not to exceed \$150,000.

HEARING REQUIRED: No Hearing Required

SUMMARY:

One of the primary obstacles to urban revitalization is the perception of a lack of safety in areas that have seen decline over time and have become stigmatized in the public mind. This perception is typically related to criminal activity, may be real or perceived, and may involve both personal safety as well as the safety of property. In some cases, unless the safety issues are addressed first, other elements of the redevelopment plan are difficult to accomplish. Some of the methods used to address safety in the past have included improved street lighting and code enforcement actions in the case of derelict buildings.

In July 2002, the City Council approved amending the Urban Core Community Redevelopment Plan to provide for community policing of neighborhoods in the urban core. The community policing innovations are one approach that can be initiated to target criminal activity within a community redevelopment area. The Community Redevelopment Act describes "community policing innovations" as a policing technique or strategy designed to reduce crime by reducing opportunities for the perceived risks of engaging in criminal activity through the visible presence of police in the community.

Areas of the Urban Core Community Redevelopment Area are still experiencing safety concerns of varying degrees. Revitalization has drawn significant numbers of people and activities to areas long underutilized. In some areas, the characteristics and history of ongoing criminal activities are an obstacle to revitalization.

The community policing activities to be provided through the attached Interlocal Agreement will focus on the

entirety of the Urban Core Community Redevelopment Area from 17th Ave to A Street.

PRIOR ACTION:

July 25, 2002 - City Council adopted Resolution No. 21-02, CRA Plan Additional Priority Element - Urban Core Area Community Policing Innovations.

January 20, 2010 - City Council adopted Resolution No. 02-10, Urban Core Community Redevelopment Plan, 2010.

September 20, 2010 - CRA approved the FY 2011 Community Policing Interlocal Agreement between the City and the Community Redevelopment Agency.

September 23, 2010 - City Council approved the FY 2011 Community Policing Interlocal Agreement between the City and the Community Redevelopment Agency.

September 19, 2011 - CRA approved the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services for a period of 60 days beginning October 1, 2011.

September 22, 2011 - City Council approved the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services for a period of 60 days beginning October 1, 2011.

November 28, 2011 - CRA approved the extension of the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services until January 2013.

December 1, 2011 - City Council approved the extension of the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services until January 2013.

FUNDING:

Budget: \$150,000

Actual: \$150,000

FINANCIAL IMPACT:

Funding in the amount of \$50,000 is available in the CRA FY 2017 Budget and the remaining \$100,000 will be included in the CRA FY 2018 Budget for the Interlocal Agreement.

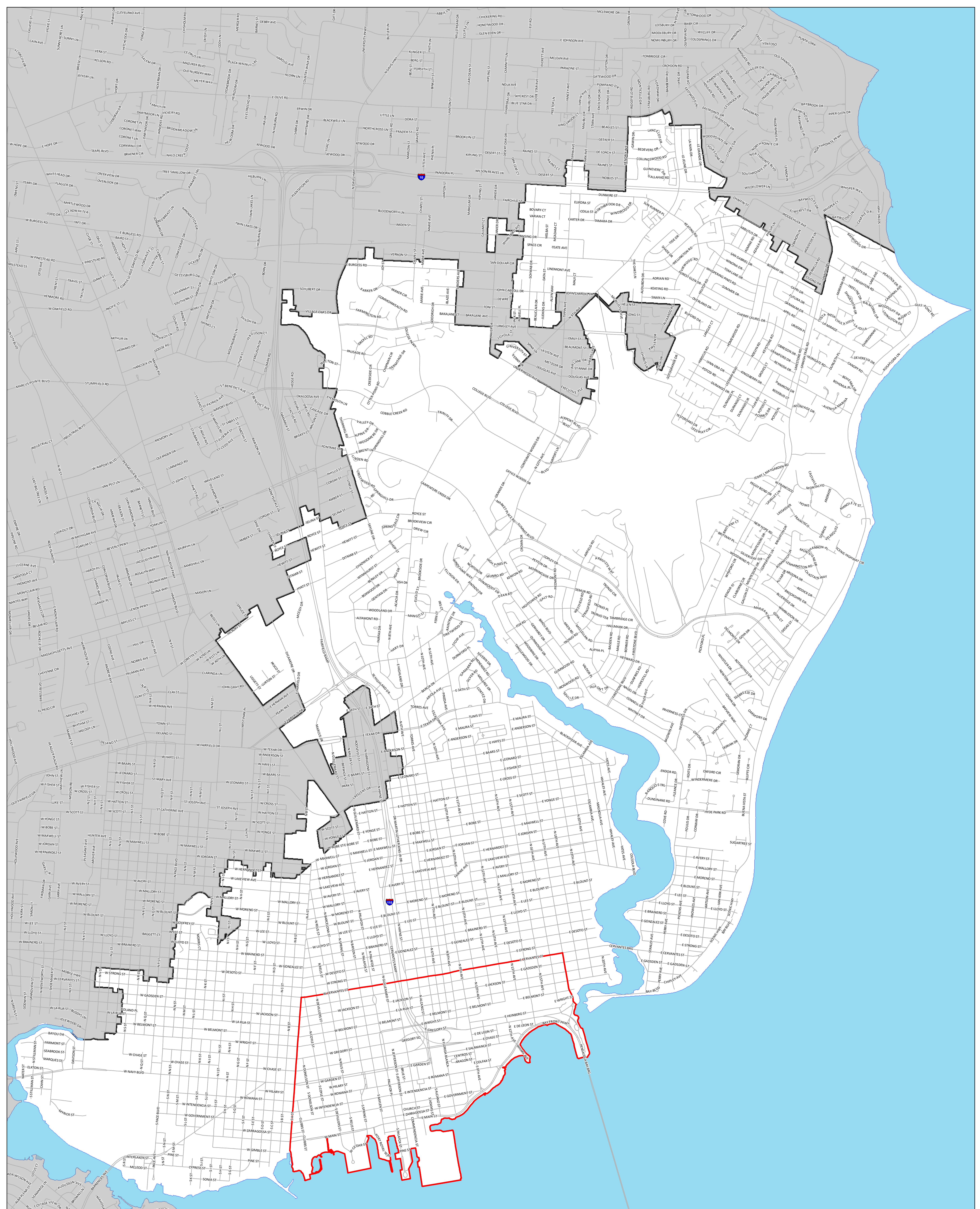
STAFF CONTACT:

M. Helen Gibson, AICP, CRA Administrator

ATTACHMENTS:

- 1) Community Policing Interlocal Agreement FY 2018 and Remainder of FY 2017
- 2) Map of Community Policing Area

PRESENTATION: No



0 0.175 0.35 Miles
 Date: 6/8/2015

Legend

- Urban Core CRA
- Streets selection



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 15-17

City Council

5/11/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri F. Myers

SUBJECT:

PROPOSED ORDINANCE NO. 15-17, AMENDING SECTION 2-4-52(d) OF THE CITY CODE - BUDGET ANALYST

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 15-17 amending Section 2-4-52(d) of the City Code - Budget Analyst on first reading.

AN ORDINANCE AMENDING SECTION 2-4-52(d) OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, PERTAINING TO BUDGET ANALYST CLASSIFICATION AND SALARY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

HEARING REQUIRED: No Hearing Required

SUMMARY:

Section 4.02(a) (6) of the City Charter 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. The City Council is authorized to employ a Budget Analyst or an individual with similar qualifications, pursuant to the City's position classification code, to assist the budgetary matters of the City Council. The City Council, by ordinance, shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code."

On March 17, 2016 Proposed Ordinance No. 05-16 pertaining to the position of Budget Analyst was presented to City Council which was approved on first reading. On April 14, 2016 the Proposed Ordinance was adopted becoming Ordinance No. 10-16.

The Ordinance created section 2-4-52 (Budget Analyst) of the Code of the City of Pensacola. Under Section 2-4-52(d) - Classification and Salary states, "The City's position classification code classifies the position of Budget Analyst as GE-09. This classification carries a salary range of \$26,270 - \$43, 868 as set forth in the City's Pay Scale Summary."

The proposed amendment to 2-4-52(d) would change the classification from GE-09 to C-03 with a salary range of \$40,456.00 - \$82,742.40 which puts the position more in line with the requirements being sought by the City Council.

PRIOR ACTION:

July 14, 2014 - City Council approved on first reading, Proposed Ordinance No. 31-14, a Charter Amendment Ordinance placing the “Office of City Council” on the November 2014 ballot.

August 11, 2014 - City Council adopted Ordinance No. 28-14, a Charter Amendment Ordinance placing the “Office of City Council” on the November 2014 ballot.

November 4, 2014 - Charter Amendment passed via referendum vote requiring the City Council to establish the Office of the City Council and to adopt by ordinance the position of budget analyst.

February 12, 2015 - City Council approved on first reading, Proposed Ordinance No. 05-15, creating Section 2-2-10 of the City Code, creating the Office of City Council in accordance with City Charter 4.02(a)(6).

March 12, 2015 - City Council adopted Ordinance No. 05-15, creating the Office of City Council.

March 17, 2016 - City Council approved, on first reading, Proposed Ordinance No. 05-16, an ordinance creating Section 2-4-52 of the City Code, creating the position of Budget Analyst to the City Council in accordance with City Charter 4.02(a)(6).

April 14, 2016 - City Council adopted Ordinance No. 10-16, creating the position of Budget Analyst to the City Council.

September 7, 2016 - City Council conducted first public hearing on the 2016-2017 City Budget and approved a tentative budget by Resolution No. 29-16.

September 14, 2016 - City Council adopted the 2016-2017 City Budget by Resolution No. 32-16.

March 9, 2017 - City Council passed a Legislative Action Item #17-00186 to begin the process for hiring a Budget Analyst to the City Council.

March 14, 2017 - Mayor Hayward exercised Veto of Legislative Action Item #17-00186.

April 13, 2017 - Mayor’s Veto Overridden by City Council.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Ordinance No. 10-16 - Budget Analyst
- 2) Proposed Ordinance No. 15-17

PRESENTATION: No

PROPOSED
ORDINANCE NO. 05-16

ORDINANCE NO. 10-16

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 2-4 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; CREATING SECTION 2-4-52 TO PROVIDE FOR THE CREATION OF THE POSITION OF BUDGET ANALYST TO THE CITY COUNCIL; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 2-4-52 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Sec. 2-4-52. – Budget Analyst.

- (a) *Legislative findings.* The City Council is authorized to create the position of Budget Analyst in accordance with Section 4.02(6) of the City Charter.
- (b) *Establishment.* There is hereby created the position of Budget Analyst whose designated function is to assist the City Council in the conduct of budgetary inquiries, analyses and making budgetary decisions.
- (c) *Qualifications.* Appointees serving as the Budget Analyst shall have the professional qualifications of a college degree in accounting, finance, or budget analysis and one (1) year of experience in accounting, finance and budget analysis. Two (2) years of pertinent experience may be substituted for each year of college lacking.
- (d) *Classification and Salary.* The City's position classification code classifies the position of Budget Analyst as GE-09. This classification carries a salary range of \$26,270 - \$43,868 as set forth in the City's Pay Scale Summary.
- (e) *Duties.* The duties of the Budget Analyst shall include:
 - 1. Providing a formal, comprehensive review and analysis of the proposed annual budget.
 - 2. Gathering, organizing, and analyzing data and information relative to budgetary issues.
 - 3. Providing comparative studies of other cities as they relate to municipal finance.
 - 4. Engaging in fiscal forecasting and planning.
 - 5. Analyzing the city's past, current, and proposed revenues and expenditures.
 - 6. Reviewing existing and potential tax revenues.

7. Analyzing federal, state, and local programs to determine sources of funding and appropriate expenditure options.
8. Reviewing the economic effects of proposed legislation.
9. Preparing fiscal and economic project analysis as directed by the City Council.
10. Providing policy research and fiscal analysis on proposed legislation.
11. Preparing such other reports relating to budgetary and legislative policy concerns directed by the City Council.
12. Making recommendations to the City Council in connection with the analysis, studies, and reports described herein.

(f) *Appointment and Removal.* The City Council shall appoint and may remove the Budget Analyst from office by a majority vote of the members of the City Council at any time, with or without cause.

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: April 14, 2016

Approved: 
President of City Council

Attest:


City Clerk

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared **Tricia Wible** who, on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a Legal in the matter of:

NOTICE OF PROPOSED ORDINANCE

Was published in said newspaper in the issue(s) of:

April 4, 2016

Affiant further says that the said Pensacola News Journal is a newspaper published in said Escambia County, Florida, and that the said newspaper has heretofore been published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 4TH day of April, 2016, by **Tricia Wible**, who is personally known to me.

Tricia Wible Affiant

Mark Dee Kent Notary Public

NOTICE OF PROPOSED ORDINANCE

Please be advised that Proposed Ordinance No. 05-16 was presented to the City Council of the City of Pensacola for first reading on Thursday, March 17, 2016 and will be presented for final reading and adoption on Thursday, April 14, 2016 at 5:30 p.m., in Council Chambers on the First Floor of City Hall, 222 West Main Street, Pensacola, Florida.

The title of the proposed ordinance is as follows:
P.O. #05-16:
AN ORDINANCE AMENDING SECTION 2-4 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; CREATING SECTION 2-4-52 TO PROVIDE FOR THE CREATION OF THE POSITION OF BUDGET ANALYST TO THE CITY COUNCIL; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

A copy of proposed ordinances may be inspected by the public in the City Clerk's office, located on the 3rd Floor of City Hall, 222 West Main Street, Pensacola, Florida, or on-line on the City's website: <http://cityofpensacola.com/AgendaCenter/City-Council-1>. Interested parties may appear at the Council meeting and be heard with respect to the proposed ordinances.

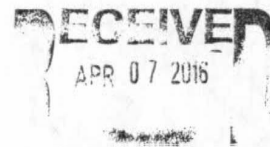
If any person decides to appeal any decision made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based.

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to city services, programs and activities. Please call 435-1806 (or TDD 435-1666) for further information. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

CITY OF PENSACOLA, FLORIDA
By: Ericka L. Burnett, City Clerk

Visit www.cityofpensacola.com to learn more about City activities. Council agendas posted on-line before meetings.

Legal No. 1656075 April 4, 2016



MARK DEE KENT
Notary Public - State of Florida
Comm. Expires October 27, 2019
CA# 110177931236

PROPOSED
ORDINANCE NO. 05-16

ORDINANCE NO. 10-16

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 2-4 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; CREATING SECTION 2-4-52 TO PROVIDE FOR THE CREATION OF THE POSITION OF BUDGET ANALYST TO THE CITY COUNCIL; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 2-4-52 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Sec. 2-4-52. – Budget Analyst.

- (a) *Legislative findings.* The City Council is authorized to create the position of Budget Analyst in accordance with Section 4.02(6) of the City Charter.
- (b) *Establishment.* There is hereby created the position of Budget Analyst whose designated function is to assist the City Council in the conduct of budgetary inquiries, analyses and making budgetary decisions.
- (c) *Qualifications.* Appointees serving as the Budget Analyst shall have the professional qualifications of a college degree in accounting, finance, or budget analysis and one (1) year of experience in accounting, finance and budget analysis. Two (2) years of pertinent experience may be substituted for each year of college lacking.
- (d) *Classification and Salary.* The City's position classification code classifies the position of Budget Analyst as GE-09. This classification carries a salary range of \$26,270 - \$43,868 as set forth in the City's Pay Scale Summary.
- (e) *Duties.* The duties of the Budget Analyst shall include:
 - 1. Providing a formal, comprehensive review and analysis of the proposed annual budget.
 - 2. Gathering, organizing, and analyzing data and information relative to budgetary issues.
 - 3. Providing comparative studies of other cities as they relate to municipal finance.
 - 4. Engaging in fiscal forecasting and planning.
 - 5. Analyzing the city's past, current, and proposed revenues and expenditures.
 - 6. Reviewing existing and potential tax revenues.

7. Analyzing federal, state, and local programs to determine sources of funding and appropriate expenditure options.
8. Reviewing the economic effects of proposed legislation.
9. Preparing fiscal and economic project analysis as directed by the City Council.
10. Providing policy research and fiscal analysis on proposed legislation.
11. Preparing such other reports relating to budgetary and legislative policy concerns directed by the City Council.
12. Making recommendations to the City Council in connection with the analysis, studies, and reports described herein.

(f) *Appointment and Removal.* The City Council shall appoint and may remove the Budget Analyst from office by a majority vote of the members of the City Council at any time, with or without cause.

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.

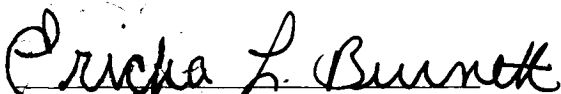
SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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: April 14, 2016

Approved: 
President of City Council

Attest:


City Clerk

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared **Tricia Wible** who, on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a Legal in the matter of:

NOTICE OF PROPOSED ORDINANCE

Was published in said newspaper in the issue(s) of:

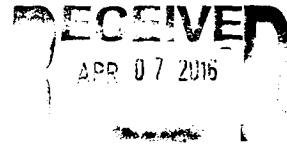
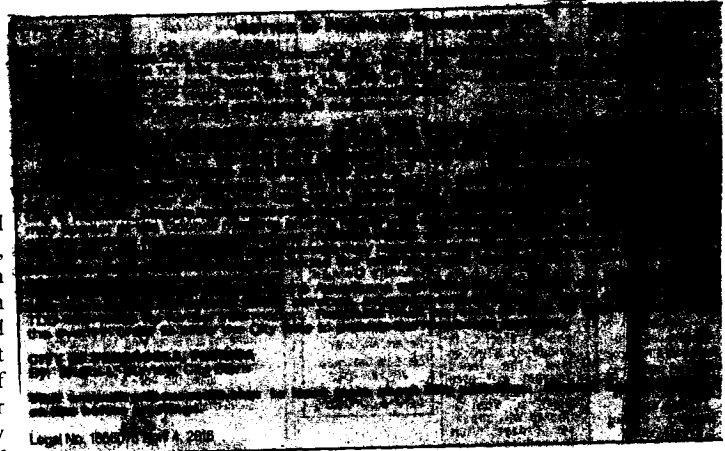
April 4, 2016

Affiant further says that the said Pensacola News Journal is a newspaper published in said Escambia County, Florida, and that the said newspaper has heretofore been published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 4TH day of April, 2016, by **Tricia Wible**, who is personally known to me.

Tricia Wible Affiant

Maureen Kelly Notary Public



PROPOSED
ORDINANCE NO. 15-17

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 2-4-52(d) OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, PERTAINING TO BUDGET ANALYST CLASSIFICATION AND SALARY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 2-4-52 of the Code of the City of Pensacola, Florida is hereby amended to read as follows:

Sec. 2-4-52. – Budget Analyst.

- (a) *Legislative findings.* The City Council is authorized to create the position of Budget Analyst in accordance with Section 4.02(6) of the City Charter.
- (b) *Establishment.* There is hereby created the position of Budget Analyst whose designated function is to assist the City Council in the conduct of budgetary inquiries, analyses and making budgetary decisions.
- (c) *Qualifications.* Appointees serving as the Budget Analyst shall have the professional qualifications of a college degree in accounting, finance, or budget analysis and one (1) year of experience in accounting, finance and budget analysis. Two (2) years of pertinent experience may be substituted for each year of college lacking.
- (d) *Classification and Salary.* The City's position classification code classifies the position of Budget Analyst as ~~GE-09~~ C-03. This classification carries a salary range of ~~\$26,270–\$43,868~~ \$40,456.00 – 82,742.40 as set forth in the City's Pay Scale Summary.
- (e) *Duties.* The duties of the Budget Analyst shall include:
 - 1. Providing a formal, comprehensive review and analysis of the proposed annual budget.
 - 2. Gathering, organizing, and analyzing data and information relative to budgetary issues.
 - 3. Providing comparative studies of other cities as they relate to municipal finance.
 - 4. Engaging in fiscal forecasting and planning.
 - 5. Analyzing the city's past, current, and proposed revenues and expenditures.

6. Reviewing existing and potential tax revenues.
7. Analyzing federal, state, and local programs to determine sources of funding and appropriate expenditure options.
8. Reviewing the economic effects of proposed legislation.
9. Preparing fiscal and economic project analysis as directed by the City Council.
10. Providing policy research and fiscal analysis on proposed legislation.
11. Preparing such other reports relating to budgetary and legislative policy concerns directed by the City Council.
12. Making recommendations to the City Council in connection with the analysis, studies, and reports described herein.

(f) *Appointment and Removal.* The City Council shall appoint and may remove the Budget Analyst from office by a majority vote of the members of the City Council at any time, with or without cause.

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

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-17

City Council

5/11/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Brian Spencer

SUBJECT:

PROPOSED ORDINANCE NO. 16-17 - AMENDING SECTION 11-4-66 OF THE CITY CODE;
OBSTRUCTIONS OF PUBLIC RIGHTS-OF-WAY - PROHIBITED

RECOMMENDATION:

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

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

Section 11-4-66 of the City Code states in part, "It shall be unlawful for any person to plan, place, maintain, or have any tree, shrub, or other obstruction upon or extending from private property into any street, sidewalk, grass plot area, property right-of way... that interferes with the normal and safe passage of vehicles or pedestrians traveling within their designated portions of the public right - of - way."

The proposed amendment addresses those situations where a sidewalk does not extend the full length of a block and/or does not have appropriate ingress, egress and cut outs as required by law; situations where a sidewalk abruptly ends within the middle of a block.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ordinance 16-17 - Obstructions of Public Rights-Of-Way - Prohibited

PRESENTATION: No

PROPOSED
ORDINANCE NO. 16-17

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 11-4-66 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 11-4-66. - Obstructions on public rights-of-way—Prohibited.

It shall be unlawful for any person to plan, place, maintain or have any tree, shrub or other obstruction upon or extending from private property into any street, ~~sidewalk~~, grass plot area, property, right-of-way, easement, or sidewalk where such sidewalk continues for the length of the block and there exists appropriate ingress, egress and cut outs as required by law; either dedicated or occurring by operation of law, belonging to the city, that interferes with the normal and safe passage of vehicles or pedestrians traveling within their designated portions of the public right-of-way.

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

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 09-17

City Council

5/11/2017

LEGISLATIVE ACTION ITEM

SPONSORS: Ashton J. Hayward, III, Mayor
City Council President Brian Spencer

SUBJECT:

PROPOSED ORDINANCE NO. 09-17 - CREATING SEC. 8-1-28 OF THE CITY CODE - PROHIBITING SOLICITATION OF DONATIONS UPON PUBLIC SIDEWALKS AND RIGHTS-OF-WAY IN THE DOWNTOWN VISITORS' DISTRICT

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 09-17, as revised, on second reading.

AN ORDINANCE CREATING SECTION 8-1-28 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; DEFINING THE DOWNTOWN VISITORS' DISTRICT AND REGULATING THE CONDUCT OF INDIVIDUALS ON SIDEWALKS AND PUBLIC RIGHTS-OF-WAY THEREIN; PROVIDING DEFINITIONS; PROHIBITING SOLICITATION OF DONATIONS; PROVIDING PENALTIES THEREFOR; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City has received complaints from members of the public and downtown businesses about the presence of individuals soliciting donations either verbally or by the use of signage. The solicitation of donations obstructs the free flow of pedestrian traffic in the downtown area and it negatively affects residents, visitors and businesses.

The Downtown Improvement Board asked the City to consider a regulation which would protect the public from this nuisance activity, preserve the significant investment of the businesses and the City in the Downtown Improvement District and enhance the experience of the public in the downtown business area.

PRIOR ACTION:

April 13, 2017 City Council voted to approve Ordinance No. 09-17 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

2/24/2017

STAFF CONTACT:

Eric W. Olson, City Administrator

Lysia H. Bowling, City Attorney

ATTACHMENTS:

- 1) Proposed Ordinance No. 09-17 (Solicitation - Revised)
- 2) Letter from John Peacock, DIB Chairman
- 3) DIB Panhandling Ordinance Boundary Map

PRESENTATION: No

PROPOSED
ORDINANCE NO. 09-17

ORDINANCE NO. _____

AN ORDINANCE CREATING SECTION 8-1-28 OF THE CODE OF THE CITY OF PENSACOLA FLORIDA; DEFINING THE DOWNTOWN VISITORS' DISTRICT AND REGULATING THE CONDUCT OF INDIVIDUALS ON SIDEWALKS AND PUBLIC RIGHTS-OF-WAY THEREIN; PROVIDING DEFINITIONS; PROHIBITING SOLICITATION OF DONATIONS; PROVIDING PENALTIES THEREFOR; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 8-1-28 of the Code of the City of Pensacola, Florida, is hereby created to read:

Sec. 8-1-28. Regulation of Conduct In The Downtown Visitors' District.

- (1) Legislative Findings. The City Council of the City of Pensacola hereby makes the following legislative findings and declares them to be true and accurate:
- a. The City of Pensacola has substantial governmental interests in promoting and protecting tourism, encouraging the expansion of the City's economic base by attracting and maintaining new investments, creating an attractive infrastructure that encourages quality development and protecting the City's economy.
 - b. The Downtown Visitors' District (defined herein) is located within a geographical area of unique historic and business districts in the City of Pensacola which are nationally and internationally recognized as premier tourist designations.
 - c. Tourism is one of Florida's most important economic industries and the City of Pensacola is one of the preeminent tourist destinations in the Florida Panhandle.
 - d. Over the last 20 years, public and private investment in the Downtown Visitors' District has resulted in the redevelopment and revitalization of the core downtown business district comprised of a multitude of dining and entertainment venues that include restaurants, sidewalk cafes and nightclubs, theaters, museums, cultural centers, City parks and retail establishments where residents, visitors and tourists visit, shop, dine, and attend area events.
 - e. The City of Pensacola has a significant governmental interest in providing its residents, visitors, and tourists with a pleasant, enjoyable, and safe environment free of nuisance activity.
 - f. Panhandling activities impede public use of the sidewalks and public rights-of-way, and adversely impact tourism in the revitalized Downtown Visitor's District. As well,

these activities threaten the economic vitality as well as the existence of a pleasant, enjoyable, and safe environment in the Downtown Visitors' District.

- g. Panhandlers often disrupt the daily activities that occur at outdoor cafes, restaurants, nightclubs, entertainment venues and other downtown commercial establishments by disrupting business and physically approaching, harassing, or intimidating residents, visitors, and tourists in places where it is difficult or not possible to exercise the right to decline to listen to them or avoid their requests.
- h. Panhandlers also obstruct the sidewalks and rights-of-way located within the Downtown Visitors' District causing pedestrians to step into moving traffic or to come in contact with other pedestrians, thus endangering their safety and the safety of others.
- i. The City of Pensacola and owners of retail establishments as well as residents, visitors and tourist have complained about panhandlers soliciting donations on sidewalks and rights-of-way in the Downtown Visitors' District.
- j. The City of Pensacola recognizes and acknowledges that panhandling is entitled to First Amendment protection and its regulation must be content neutral and narrowly tailored to serve a significant government interest while leaving open alternative channels of communication.
- k. The City of Pensacola has a significant governmental interest in adopting this regulation is to engage in a reasonable, limited, time, place and manner regulation in a manner approved by the courts.
- l. The City of Pensacola finds that there are ample alternative public venues for such expressive activities outside of the Downtown Visitors' District.
- m. The City of Pensacola further finds that without the regulations being adopted in this section of the City Code, the investment in redeveloping the Downtown Visitors' District from a deteriorated partially vacant commercial area into its current vibrant and popular resident, visitor and tourist venue will be jeopardized.
- n. The City of Pensacola finds that this regulation is a content-neutral, narrowly tailored regulation intended to address and curb the problems unique to the subject area and do not unreasonably interfere with constitutionally protected rights.
- o. The regulations set forth in this ordinance are further the City's afore-stated interests and are not intended to prohibit the exercise of a person's protected constitutional rights under the First Amendment.
- p. The City of Pensacola finds that this ordinance furthers the significant governmental interest of the City of Pensacola in providing its residents, visitors, and tourists with a pleasant, enjoyable, and safe environment free of nuisance activity and will preserve

and enhance the various economic and tourism interests of the City and is in the best interest of the public.

(2) Definitions.

- a. The Downtown Visitors' District is hereby defined as the streets, adjacent sidewalks and pedestrian city rights-of-way within the following area:

The geographic area defined by the boundaries of the following named streets, including both sides of each named street, public areas including sidewalks and rights of way adjacent to both sides of each named street and each corner of intersecting named streets: Beginning at the intersection of Wright Street and Spring Street (being the point of beginning); then continuing east to the intersection of Wright Street and Tarragona Street; then continuing south on Tarragona Street to the intersection of Tarragona Street and Main Street; then continuing west on Main Street to Commendencia Street; then continuing south on Commendencia Street until the terminus of Commendencia Street; then continuing directly west from the terminus of Commendencia Street across the parking lot to the intersection of Jefferson Street; then continuing south on Jefferson Street to the beginning of Palafox Street including the loop of Palafox Street around Plaza de Luna; then continue north on Palafox Street to the intersection of Palafox Street and Main Street; then continue west on Main Street to the intersection of Main Street and Spring Street; then continue north on Spring Street to the point of beginning.

- b. Solicitation of donations means any request made in person on a street, sidewalk or public right-of-way within the Downtown Visitors' District, for an immediate donation of money or other thing of value, including the purchase of an item or service for an amount far exceeding its value, under circumstances where a reasonable person would understand that the purchase is a donation, whether such solicitation is accomplished verbally, passively or through any manner of signage. ~~Solicitation of donations made in connection with fundraising events held by or on behalf of charitable organizations for which a special event permit has been obtained shall not be unlawful under this provision.~~

(3) Prohibited Conduct. The following conduct is prohibited upon the sidewalks and public rights-of-way within the Downtown Visitors' District:

- a. Solicitation of donations.

(4) Penalties. This sec. 8-1-28 of the Code of the City of Pensacola, Florida, shall be enforced in the following manner:

- a. A law enforcement officer may issue a citation to a person when, based upon personal investigation, the officer has reasonable cause to believe that the person has committed a violation of section 8-1-28.

- b. A citation issued by a law enforcement officer shall be in a form prescribed by the mayor and shall contain:
 - 1. The date and time of issuance.
 - 2. The name and address of the person to whom the citation is issued.
 - 3. The date and time the violation of section 8-1-28 was committed.
 - 4. The facts constituting reasonable cause.
 - 5. The name and badge number of the law enforcement officer.
 - 6. The procedure for the person to follow in order to pay the civil penalty or to contest the citation.
 - 7. The applicable civil penalty if the person elects to contest the citation.
 - 8. A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, such person shall be deemed to have waived the right to contest the citation and that, in such case, judgment may be entered for an amount up to the maximum civil penalty.

- c. The following civil penalty citation schedules will apply if the person cited elects not to contest a citation and the civil penalties which will apply if such person elects to contest a citation:
 - 1. For those persons not contesting a citation:
 - (a) First citation, fifty dollars (\$50.00).
 - (b) Second citation, one hundred dollars (\$100.00).
 - (c) Third citation, two hundred dollars (\$200.00).
 - (d) Fourth and all additional citations, four hundred dollars (\$400.00).

 - 2. For those persons contesting a citation, the county court may impose a fine within the court's discretion up to a maximum of five hundred dollars (\$500.00).

- d. After issuing a citation to an alleged violator, a law enforcement officer shall deposit the original citation and one copy of the citation with the county court.

- e. An officer issuing a citation under this section may elect to contact community outreach services, such as United Way's "2-1-1" service, in order to determine whether a referral can be made or services offered to assist the individual cited. In the event the officer is unable to contact community outreach services at the time of the officer's contact with the person accused of violating this article, the officer may supply the person with information sufficient for the person to make such contact at a later time.

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

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

SECTION 4. This ordinance shall 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 the City Council

Attest:

City Clerk

February 21, 2017

Hon. Ashton J. Hayward III, Mayor
Hon. Brian Spencer, City Council President, and
Mr. Eric Olson, City Administrator
222 W. Main Street
Pensacola, FL 32502

RE: Proposed City Ordinance Addressing Soliciting, Begging & Panhandling in
Downtown Pensacola

Dear Mayor Hayward, President Spencer and Mr. Olson:

This letter is a follow-up to my letter of October 21, 2016 to you and the City Council, as well as a follow-up to a recent meeting between the City's attorneys Ms. Bowling and Mr. Wells and the DIB's Executive Director, Curt Morse. The DIB fully supports of the implementation of the above proposed ordinance.

Downtown Pensacola is an essential part of the overall Pensacola tourism experience. Recently we've seen an alarming and consistent increase in the amount of nuisance activity, i.e., soliciting, begging and panhandling, along the streets, in the parks, and along the sidewalks and storefronts in the Downtown Improvement District. This activity adversely impacts tourism, economic development, and diminishes the overall experience of those that visit the area.

As we work to expand the commercial and residential base of the Downtown core of the City, the DIB believes the implementation of this ordinance and eliminating the nuisance activity is vital to providing a safe, pleasant, family friendly environment for all those who own businesses, work, live, dine, shop and otherwise enjoy the Downtown Improvement District. We also see the need to better communicate the availability of outreach services to those in need. As a result, the DIB is formulating a Downtown Ambassador program that will not only serve to assist tourists and other visitors to Downtown with helpful information, it can also serve to connect local services to those in need. This program, along with other clean and safe initiatives, will support growth and help to promote the ongoing prosperity of Downtown.

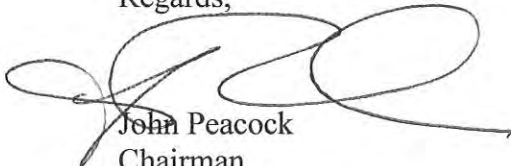
For your consideration, I am attaching a map of the Downtown Improvement District, which highlights in yellow boundaries which the DIB believes could be reasonably covered by the new ordinance.

We would ask the City to consider referring to the highlighted area as the “Downtown Visitors District” which would be described as follows:

The geographic area defined by the boundaries of the following named streets, including both sides of each named street, public area adjacent to both sides of each named street and each corner of intersecting named streets: Beginning at the intersection of Wright Street and Spring Street (being the point of beginning); then continuing east to the intersection of Wright Street and Tarragona Street; then continuing south on Tarragona Street to the intersection of Tarragona Street and Main Street; then continuing west on Main Street to Commendencia Street; then continuing south on Commendencia Street until the terminus of Commendencia Street; then continuing directly west from the terminus of Commendencia street across the parking lot to the intersection of Jefferson Street; then continuing south on Jefferson Street to the beginning of Palafox Street including the loop of Palafox Street around Plaza de Luna; then continue north on Palafox Street to the intersection of Palafox Street and Main Street; then continue west on Main Street to the intersection of Main Street and Spring Street; then continue north on Spring Street to the point of beginning.

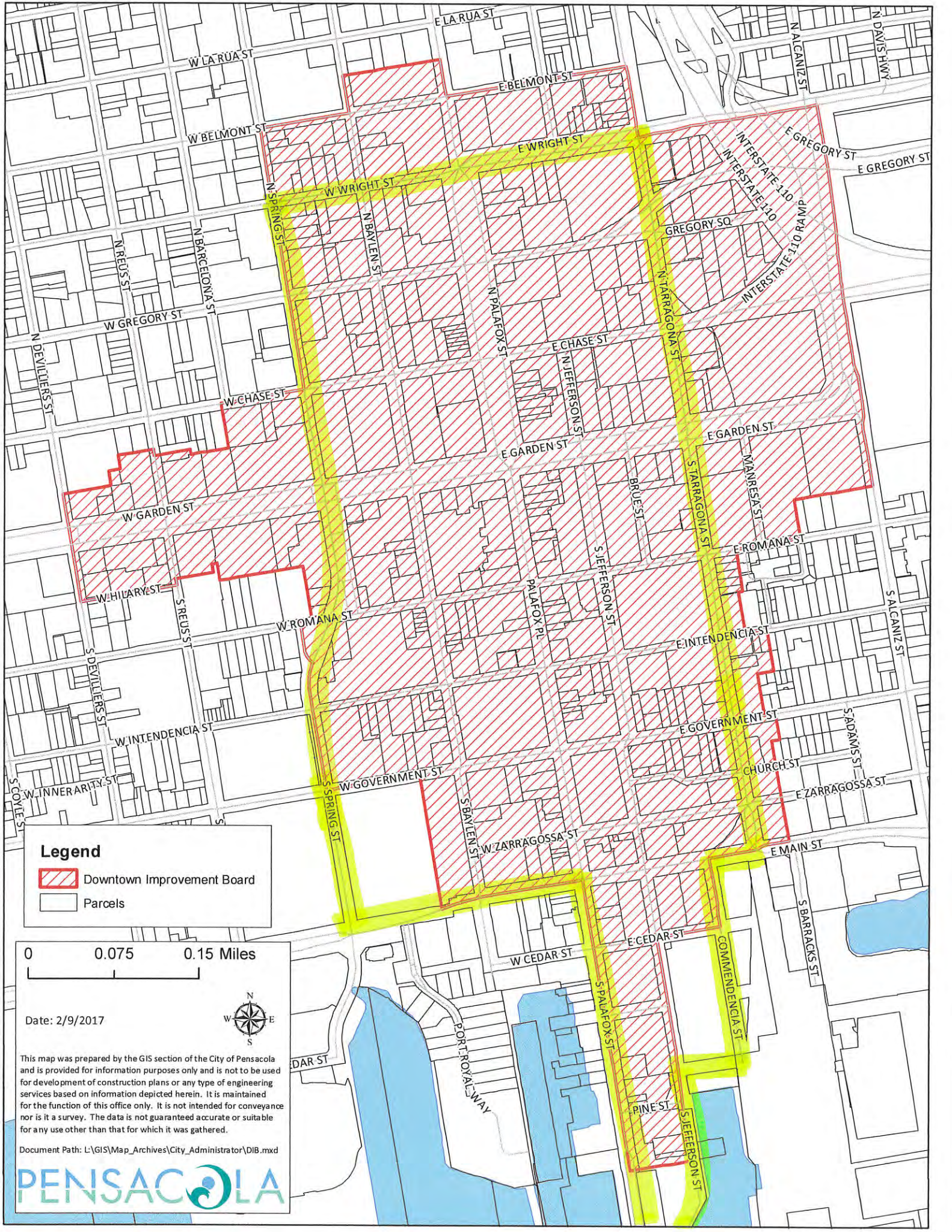
Again, recognizing the importance of the overall tourism experience and the economic development of Downtown Pensacola, the DIB Board asks that you implement a City ordinance that addresses nuisance activity such as soliciting, begging and panhandling in Downtown Pensacola at your earliest convenience. We at the DIB stand ready to assist in this effort in any way we can.

Regards,





John Peacock
Chairman
Downtown Improvement Board of Directors

MJS/CWM



Legend

-  Downtown Improvement Board
-  Parcels

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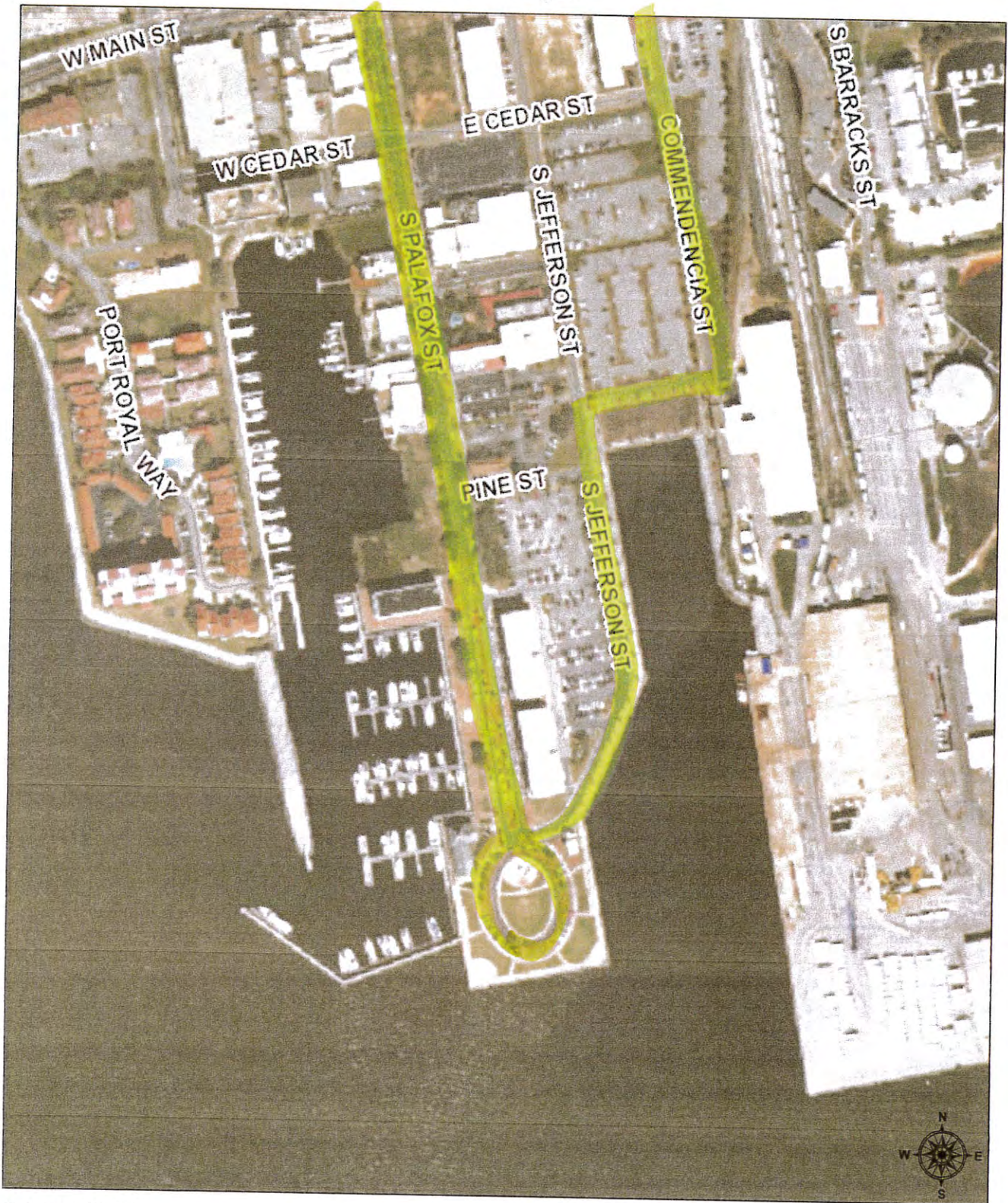
Date: 2/9/2017



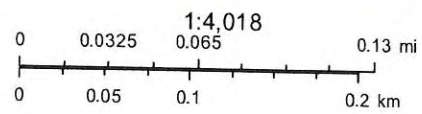
This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only.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

Document Path: L:\GIS\Map_Archives\City_Administrator\DIB.mxd





February 23, 2017



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

Hon, Ashton J. Hayward III, Mayor
City of Pensacola Council Members
Brian Spencer
Gerald Wingate
Andy Terhaar
P.C. Wu
Jewel Cannada-Wynn
Larry Johnson
Sherri Myers
222 N. Main Street
Pensacola, Florida 32502

Dear Mayor Hayward and City Council,

First and foremost, I want to thank you for your service to our city. Our community has experienced dramatic and positive changes, especially over the past 5-6 years. As your Chairman of the Downtown Improvement Board (DIB), I can report to you that your downtown is emerging as an economic engine for our community.

A vibrant downtown is vital to attract tourists and businesses looking to relocate. Our community enjoys a benefit over every other Florida beach town. We have a vibrant, historic city on the waterfront. Visit Pensacola has used this distinction to drive tourism to record numbers. More and more people want to open businesses downtown and live downtown. The demand is evident by the additional commercial spaces being built in the core area and the over subscription of the Southtowne Apartments.

This growth comes with a price. We have experienced a significant increase in demands on infrastructure and parking. Your DIB is working hard to develop plans to meet current and projected future demand. This is imperative to continue and sustain our current growth. These investments will also spur growth throughout the area, as many communities have demonstrated when the urban core grows, the community at large grows also.

This growth also comes with significant risks. One of the missions of the DIB is to create and maintain a safe, clean and aesthetically pleasing environment for people to live, work and play. The current panhandling problem poses a significant risk to that mission. If our community cannot deliver a safe, clean and pleasing environment to sustain this growth, then we risk losing customers, residents, employers and investors. No one wants to return to the days of vacant storefronts and empty lots downtown.

As I mentioned in previous correspondence to you, there has been a dramatic increase in panhandling activities in the past year or so. This is not coincidence. The growth of downtown has created additional economic opportunity for those individuals that are loitering and panhandling.

Approving the current panhandling ordinance is vital to the continued success of Pensacola. It is important to continue the positive momentum that we currently enjoy. Many of the downtown merchants have been investing in downtown for decades to get it to where it is today. New entrepreneurs are also investing in downtown, and all of them desire a safe, clean and welcoming atmosphere for their customers and clients.

The opponents of this ordinance argue this isn't compassionate or it is unfairly targeting the rights of those panhandling. I couldn't disagree more. The Pensacola community is the most compassionate and philanthropic community I have ever lived in. Many of the business owners in the DIB are some of the most philanthropic people I know, and support the very organizations who help these individuals in need. It is the success of their downtown businesses that allow them to donate, volunteer, and assist these charitable causes.

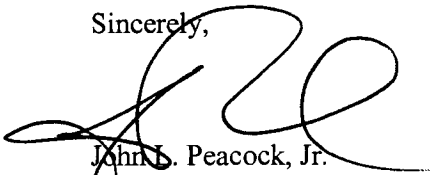
It is worth noting that none of the community organizations available to these citizens are located in the downtown core. If we as a community are committed to helping these individuals, directing them to sources of support is exactly what we should be doing. The answer is not to simply do nothing.

I agree with those who have said this ordinance does not solve the problem of homelessness or poverty. These are community-wide issues that demand community-wide attention. Unfortunately, our community and downtown business owners cannot wait until the perfect answer is found.

The DIB is committed to an aggressive education campaign to inform the public as well as those less fortunate on ways to get help, and locations for specific services and community organizations. We are prepared to work with everyone involved in a long-term solution but this is a necessary first step.

I strongly encourage you to support this ordinance and together let's continue the process of finding a broader solution over the long term.

Sincerely,



John S. Peacock, Jr.

Chairman, Downtown Improvement Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 11-17

City Council

5/11/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 11-17 - AMENDMENT TO SECTION 4-3-97, PROVIDING SANITATION COLLECTION FEE AND CREATING A SANITATION EQUIPMENT SURCHARGE.

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 11-17 on second reading.

AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASE IN SANITATION FEES; PROVIDING FOR SANITATION EQUIPMENT SURCHARGE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola recently contracted SCS Engineers to conduct a sanitation rate study to determine whether the cost of providing sanitation services is in balance with the rates currently being charged for performing those services. As a result of the study, a recommendation is made to City Council that the collection fees be adjusted and that a sanitation equipment surcharge be implemented which, like the collection fees, would be adjusted annually based on changes in the Consumer Price Index (CPI).

SCS Engineers was first retained in 2007 to perform a solid waste analysis and rate study. At that time the sanitation rate was \$19.85 per month, a level where it had been since 2000. The final report by SCS included a recommendation that Council set the monthly rate at \$28.16 and implement a fuel surcharge to capture the actual cost of fuel based on usage. There was also a recommendation to adjust the rate annually according to changes in the CPI. The 2007 SCS study provided a list of cost savings options that required system changes to help control future rate increases and the majority of those options have been addressed. However, the option of creating a dedicated funding source for the replacement of sanitation vehicles was not possible with the \$22.20 Sanitation Rate that was adopted by Council in 2007.

Since the 2007 rate study the sanitation rate has been increased once, in FY 2012, to \$22.80 per month (a 2.7% increase). However, by FY 2017 the CPI increased by 15.1% during that time period, as indicated in the chart

below. Had the initial sanitation rate kept pace with the CPI, as provided for in the ordinance, that rate would now be \$25.77 per month and the additional revenues would have totaled approximately \$3,936,000. If the CPI adjustment been implemented each year, as provided for in the ordinance, the additional revenue due to the CPI adjustments would have provided for a more timely replacement of sanitation fleet vehicles.

Sanitation Rate History

Fiscal Year	Actual Monthly Rate	CPI Increase or Decrease	Sanitation Rate If CPI Were Applied
2008	\$22.20		
2009	\$22.20	4.00%	\$23.09
2010	\$22.20	-0.40%	\$23.00
2011	\$22.20	2.30%	\$23.53
2012	\$22.80	2.70%	\$24.17
2013	\$22.80	2.70%	\$24.82
2014	\$22.80	1.50%	\$25.19
2015	\$22.80	1.50%	\$25.57
2016	\$22.80	-0.10%	\$25.54
2017	\$22.80	0.90%	\$25.77

In 2016 it became apparent that the current \$22.80 Sanitation Rate was not adequate to fully fund the collection system operation and provide funding for fleet replacement. Therefore, the City again contracted with SCS Engineers to perform a rate study as an update to the 2007 study. The latest SCS Engineers rate study recommends a \$1.26 increase in the Sanitation Rate for operational funding and the establishment of a Sanitation Equipment Surcharge of \$2.17 to fund sanitation fleet replacement. Over a ten year period, the equipment surcharge would fund the replacement of sanitation equipment valued at \$4,996,393. This surcharge would provide for timely sanitation fleet replacement and would help reduce, or at least stabilize, escalating maintenance costs associated with the current fleet of collection equipment.

The recommendation before City Council would set the Sanitation Rate at \$24.06 and implement a \$1.00 per month Sanitation Equipment Surcharge followed by an increase in that surcharge to \$2.00 the following year. Adjustments would be made annually based on changes in the CPI. The funds generated by the equipment surcharge would be placed into a restricted account for the purpose of purchasing sanitation vehicles and equipment.

Lastly, it is important to note that the City frequently utilizes its fleet of yard trash collection trucks and the supporting fleet of transfer station tractor/trailers in response to major and minor natural disasters. This equipment is used to provide timely response to these situations which are generally not related to normal sanitation collection activity but are extraordinary in nature. Such is the case of the recent floods and tornado cleanups. Since this equipment is used for the betterment of the entire community, perhaps there is a way to fully fund the purchase of the Yard Trash and Transfer Station equipment through Local Option Sales Tax (LOST) funds. The ten year projected cost of replacing the Yard Trash trucks is \$1,175,705 and the Transfer Station equipment is \$770,371, or a total of \$1,946,076 combined. These fleet replacements represent

approximately \$0.85 of the \$2.17 needed to fully fund the equipment replacement. Fully funding the Yard Trash and Transfer Station fleet through LOST funds would allow the Sanitation Equipment Surcharge to be set at \$1.32 per month to fund replacement of the remainder of the Sanitation fleet.

PRIOR ACTION:

March 22, 2007 - City Council adopted Ordinance #14-07 adjusting the sanitation rate to \$22.20 based on the rate study.

September 22, 2011 - City council adopted Ordinance #22-11 adjusting the sanitation rate to \$22.80 based on the change in the Consumer Price Index (CPI).

April 13, 2017 - City Council voted to approve Ordinance No. 11-17 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

Approval of the proposed ordinance would set the sanitation rate at \$24.06 per month, a \$1.26 per month increase, and would implement a \$1.00 per month sanitation equipment surcharge effective June 1, 2017, upon adoption on second reading. The increase in the sanitation rate would generate approximately \$289,000 annually in additional operating revenue and the sanitation equipment surcharge would generate approximately \$229,500 annually for capital equipment expenditures. Additionally, approval of the proposed ordinance would increase the sanitation equipment surcharge by an additional \$1.00 per month on October 1, 2018 which would increase the annual revenue generated by the sanitation equipment surcharge to approximately \$459,000 annually.

CITY ATTORNEY REVIEW: Yes

3/24/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Richard Barker, Jr., Chief Financial Officer
Jerry Moore, Sanitation Services and Fleet Management Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 11-17
- 2) Sanitation Rate Study Report

PRESENTATION: No

PROPOSED
ORDINANCE NO. 11-17

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASE IN SANITATION COLLECTION FEES; PROVIDING FOR SANITATION EQUIPMENT SURCHARGE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 4-3-97 of the Code of the City of Pensacola, Florida, is hereby amended to read:

Sec. 4-3-97. Fees and surcharges.

The following fees are hereby established for recycling, solid waste or refuse collection services by the city as may be amended from time to time by resolution of the city council:

- (1) *New accounts, transferred accounts, and resumption of terminated service:* Twenty dollars (\$20.00).
- (2) *Garbage, recycling and trash collection fee, per month:* ~~Twenty-two~~ Twenty four dollars and ~~eighty six~~ six cents (~~\$22.80~~) (\$24.06). This fee shall be initially set on June 1, 2017 and shall be automatically adjusted October 1, 2012 2018, and each October 1 thereafter based on the percentage difference in the cost of living as computed under the most recent Consumer Price Index for all urban consumers or similar index published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1st of the preceding year and ending March 31st of the current year.
- (3) Provided, however, the monthly fee for garbage, recycling and trash collection for the dwelling of an eligible household, occupied by a person sixty-five (65) years of age or older, under the low-income home energy assistance program pursuant to F.S. § 409.508, 1993, as administered by the Escambia County Council on Aging or for the dwelling of a family heretofore determined by the housing and community development office of the city to be eligible for assistance under the Section 8 existing housing assistance payments program pursuant to 42 U.S.C., section 1437(f), shall be reduced by one dollar (\$1.00) per month commencing October 1, 1989, and by an additional one dollar (\$1.00) per month commencing October 1, 1990, provided that sufficient monies are appropriated from the general fund to replace decreased solid waste revenues caused by such fee reductions. If insufficient monies are appropriated from the general fund to replace all of such decreased solid waste revenues, then the mayor may change the amount of the fee reduction to an amount less than the amount set forth in the preceding.
- (4) *Sanitation equipment surcharge:* One dollar (\$1.00) per month. A sanitation equipment surcharge shall be added as a separate line item to all city solid waste and/or refuse collection service fees. Said surcharge, shall be initially set on June 1, 2017 and shall be automatically increased to two dollars (\$2.00) per month on October 1, 2018. This surcharge shall be automatically adjusted October 1, 2019, and each October 1 thereafter based on the percentage difference in the cost of living as computed under the most recent Consumer Price Index for all urban consumers or similar index published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1st of the preceding year and ending March 31st of the current year.

- ~~(4)~~ (5) *Vehicle fuel and lubricant pass-through surcharge:* One dollar and thirty cents (\$1.30) per month. A sanitation services division vehicle fuel and lubricant surcharge shall be added as a separate line item to all city solid waste and/or refuse collection service fees. Said surcharge, which shall be initially set on the fiscal year 2007 sanitation services fuel and lubricant budget, shall be revised by the director of finance no less frequently than annually based upon the budgeted fuel and lubricant costs adjusted for their actual costs for the previous or current fiscal years.
- ~~(5)~~ (6) *Tire removal:* A surcharge of three dollars (\$3.00) per tire shall be added to the scheduled or nonscheduled bulk waste collection fee established herein whenever tire(s) more than twelve (12) inches in size are collected.
- ~~(6)~~ (7) *Scheduled bulk waste collection:* The fee for scheduled bulk item collection shall be fifteen dollars (\$15.00) for the first three (3) minutes and five dollars (\$5.00) for each additional three (3) minutes up to twenty-one (21) minutes after which time a disposal fee will be added.
- ~~(7)~~ (8) *Non-scheduled bulk waste collection:* The fee for nonscheduled bulk item collection shall be thirty-five dollars (\$35.00) for the first three (3) minutes and ten dollars (\$10.00) for each additional three (3) minutes up to twenty-one (21) minutes after which time a disposal fee will be added.
- ~~(8)~~ (9) Deposits in an amount up to a total of the highest two (2) months bills for service within the previous twelve (12) months may be required of customers who, after the passage of this section, have their service cut for nonpayment or have a late payment history. The department of finance will be responsible for the judicious administration of deposits.
- ~~(9)~~ (10) A late charge equal to one and one-half (1½) percent per month of the unpaid previous balance.

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

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

SECTION 4. This ordinance shall 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 the City Council

Attest:

City Clerk



FINAL REPORT

Updated Sanitation Rate Study

Presented to:

City of Pensacola, Florida



100 West Leonard Street
Pensacola, Florida 32501
(850) 435-1894

Presented by:

SCS ENGINEERS
4041 Park Oaks Blvd #100,
Tampa, Florida 33610
(813) 621-0080

March 1, 2017
File No. 09216077.00

FINAL REPORT

Updated Sanitation Rate Study

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March 1, 2017
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Appendices

- A Pro Forma Model Schedules (DVD in folder)

1.0 EXECUTIVE SUMMARY

1.1 INTRODUCTION

In May 2016, the City of Pensacola, Florida (City) retained SCS Engineers (SCS) to conduct an updated solid waste cost of services and rate study. Based on data and information provided by City staff, a pro forma rate model (Model) was developed, which enabled SCS to make projections of financial performance of solid waste collection and disposal for the upcoming five-year, planning period (FY 2017-2022) and model different possible rate structures. This report provides a discussion of the methodology used to conduct the analysis, the revenue requirements of the City's solid waste program as determined by the analysis, and proposed fees and charges to be considered by the City of Pensacola City Council.

In 2007, SCS was engaged by the City to evaluate the City's solid waste operations and make recommendations on cost savings and revenue enhancement opportunities. SCS also completed a comprehensive financial rate analysis for solid waste operations. Based on data and information provided by City staff, a rate model was developed, which enabled SCS to make projections of financial performance of refuse collection and transfer operations for the upcoming five-year planning period (2007-2011) and model various user rate structures.

Based on our review and analysis, SCS made the following major recommendations in the 2007 rate study:

- That the City's Sanitation Services continue to remain as an enterprise fund.
- That the City's customer bills reflect an automatic annual CPI adjustment to the rate beginning in FY08.
- That the City should increase fees billed to property owners or occupant for bulk waste collection.
- A surcharge should be added for bulk waste collection of tires.
- That the City's customer billing rates include a provision for a fuel adjustment quarterly, based on the Retail Diesel On-Highway Fuel Price Index published by the U.S. Department of Energy, and provide for a line item to reflect such cost on the customer's monthly bill.
- That the City's customer billing rates should include an annual disposal cost adjustment, based on actual City costs for these services.
- City staff should conduct further research into the feasibility of converting yard trash and bulk waste collection to a single person crew operation.
- That the City should create an Equipment Reserve Fund (sinking fund) for funding of future Sanitation equipment replacement costs.

The City provides a variety of sanitation core services including once a week, automated collection of single-family homes (18,480 customers) and 640 commercial businesses. These accounts are serviced using City-provided rolling carts. In addition, residential customers are provided once a week, single-stream recycling, yard waste and bulk waste collection. Other important services provided include the following: container maintenance, Mayor's neighborhood cleanups, event recycling, and storm cleanup and management.

Current monthly charges (residential and commercial) include the following:

- Container charges - \$18.36
- Disposal charges - \$4.44
- Fuel surcharge - \$0.90

1.2 RATE SCENARIOS

SCS developed the following rate scenario options for consideration by the City Council:

- **Option 1, "Status Quo"** – This option assumes that the estimated deficits in projected annual operating revenues would be met by raising customer rates on an annual basis or transfers from the City's General Fund.
- **Option 2, "Annual CPI Increases in Monthly Sanitation Rate"** – This option assumes a full recovery of projected Department revenue needs through increases in monthly customer fees. The Department would continue to assess individual monthly charges for fuel and landfill services.
- **Option 3, "Increase Sanitation Rate by \$1.26 to Account for Increases in Annual Operating Costs and for Changes in the Cost of Recycling Processing"** – This option assumes a full recovery of projected Department revenue needs through increases in monthly customer fees as in Option 2 and accounts for the continuation of recycling processing fees which began in 2016.
- **Option 4, "Implement a Long-Term Funding Program for Fleet Replacement"** – This option assumes establishing a Sanitation Equipment Surcharge of \$2.17 per month to establish a Sanitation Equipment Fund under the Sanitation Fund. In order to achieve full funding of equipment needs, this surcharge could initially set at \$1.00 per month and increased by \$1.17 per month for the following year. Alternatively, the City could use its LOST Fund for a portion of the needed vehicle replacement cost for yard and transfer station vehicles and set the surcharge at \$1.32 per month.

1.3 RECOMMENDATIONS

SCS makes the following recommendations:

- Establish a rate of \$24.06 per month for residential and commercial customers.

- Increase these rates annually based on a CPI adjustment.
- Implement a long-term funding program, as described in the report, for fleet replacement.

2.0 INTRODUCTION

In May 2016, the City of Pensacola, Florida (City) retained SCS Engineers (SCS) to conduct an updated solid waste cost of services and rate study. Based on data and information provided by City staff, a pro forma rate model (Model) was developed, which enabled SCS to make projections of financial performance of solid waste collection and disposal for the upcoming five-year, planning period (FY 2017-2022) and model different possible rate structures. This report provides a discussion of the methodology used to conduct the analysis, the revenue requirements of the City's solid waste program as determined by the analysis, and proposed fees and charges to be considered by the City of Pensacola City Council.

2.1 SCOPE OF SERVICES

SCS completed the following tasks as noted in the paragraphs below to help update the study and the Pro Forma Model.

Task 1 – Kick-off Meeting. SCS kicked off the project with a face-to-face meeting after award of this project. To help us frame the scope of this project, SCS requested background information and review reports, data, and any other related information relevant to solid waste operations since 2007 prior to the meeting.

Task 2 – Gather and Analyze Historical Information. An important aspect of predicting future revenues and expenditures is to understand the past operating performance since the last rate study. SCS gathered pertinent demographic data, solid waste generation statistics, and financial data on the City's solid waste collection, disposal, recycling, yard waste, bulky waste, household hazardous waste, and administration costs. These data were organized into a Pro Forma Model, which enabled SCS to provide the City with an analysis of the rate impacts of system changes.

Task 3 – Project Revenue Requirements. SCS evaluated the "revenue requirement" to support the City's solid waste operations on a yearly basis. The "revenue requirement" is the total amount of money the City must collect to pay solid waste system expenditures needed to provide its targeted levels of service while meeting its financial requirements. The revenue requirement includes long-term capital expenditures that are paid out of current rates and not paid by existing and proposed bonds for new capital projects. The revenue requirement at the time of ratemaking were be estimated by annualizing the fiscal year-to-date cash expenditures. Additionally, adjustments were made by SCS for any significant non-recurring expenditures (e.g., one-time payments at the end of the fiscal year). Revenue requirements for future years were projected by applying anticipated changes in the expenditures to the current revenue requirement. These changes may include such items as: inflation, increases in worker' wages, fuel adjustments, increased disposal costs, stricter requirements from regulating agencies, and leachate treatment adjustments. They may also include expected costs for new projects and new programs. We reviewed proposed expansion costs for accuracy and omissions. In addition to projected cash expenditures, any adjustments will be made to account for required increases, if any, in the fund balance or City's financial policies.

Task 4 – Design New Rates for Each Customer Group. SCS finalized the revised Pro Forma Model to enable development of rate designs. SCS worked with the City to utilize the Pro Forma Model, which will be constructed specifically for this project, to construct a series of sensitivity analyses (scenarios) to evaluate the rate impact of various critical parameters such as changes to the consumer price index (CPI), fuel costs, capital purchase, cash versus debt financing, fund balance and emergency cash reserves, and alternative levels of services.

Task 5 – Final Report and Presentations Draft Review. SCS prepared this Draft Report of the conceptual design of the system rate study and issued it to the City for review and comment. Based on comments received, we then modified the Draft Rate Study Report and issued a Final Report. SCS then prepared a PowerPoint slide presentation, which summarized the findings and recommendations of the Final Report.

2.2 DATA COLLECTION AND REVIEW

SCS submitted detailed data and information requests to the City to collect historical and background information on operations and practices. This included:

- Detailed financial reports and budgets
- Solid waste and financial policies
- Waste flow projections
- Estimates of future recycling and disposal programs/facilities
- Personnel rosters and organizational charts
- Capital improvement plans
- Vehicle maintenance plans and anticipated costs
- Solid waste and Interlocal agreements

2.3 STAFF COMMUNICATIONS

SCS held an initial kick off meeting to initiate the Study, which provided a forum to confirm the scope of services, discuss data needs, and identify key issues for City staff. During the course of the Study, SCS conducted a series of conference calls and face-to-face meetings with City staff managing different facets of the overall Program. These conference calls, meetings, and frequent emails gave SCS an opportunity to review Study progress, verify overall assumptions, and receive useful input from City staff.

2.4 REPORT ORGANIZATION

This report is organized in four sections, plus an Executive Summary and Appendix.

The report sections are listed below:

- Section 1 – Executive Summary.
- Section 2 – Introduction.
- Section 3 – Changes to the City’s Sanitation System.
- Section 4 – Pro Forma Model.

- Section 5 – References
- Appendix – Schedules.

3.0 CHANGES TO THE CITY'S SANITATION SYSTEM

3.1 2007 RATE STUDY

In 2007, SCS was engaged by the City to evaluate the City's solid waste operations and make recommendations on cost savings and revenue enhancement opportunities. SCS also completed a comprehensive financial rate analysis for solid waste operations. Based on data and information provided by City staff, a rate model was developed, which enabled SCS to make projections of financial performance of refuse collection and transfer operations for the upcoming five-year planning period (2007-2011) and model various user rate structures.

Based on our review and analysis, SCS made the following major recommendations:

- That the City's Sanitation Services continue to remain as an enterprise fund.
- That the City's customer bills reflect an automatic annual CPI adjustment to the rate beginning in FY08.
- That the City should increase fees billed to property owners or occupant for bulk waste collection.
- A surcharge should be added for bulk waste collection of tires.
- That the City's customer billing rates include a provision for a fuel adjustment quarterly, based on the Retail Diesel On-Highway Fuel Price Index published by the U.S. Department of Energy, and provide for a line item to reflect such cost on the customer's monthly bill.
- That the City's customer billing rates should include an annual disposal cost adjustment, based on actual City costs for these services.
- City staff should conduct further research into the feasibility of converting yard trash and bulk waste collection to a single person crew operation.
- That the City should create an Equipment Reserve Fund (sinking fund) for funding of future Sanitation equipment replacement costs.

3.2 CURRENT SERVICES

The City provides a variety of sanitation core services (Exhibit 1) including once a week, automated collection of single-family homes (18,480 customers) and 640 commercial businesses. These accounts are serviced using City-provided rolling carts. In addition, residential customers are provided once a week, single-stream recycling, yard waste and bulk waste collection. Other important services provided include the following: container maintenance, Mayor's neighborhood cleanups, event recycling sponsorship, and storm cleanup and management.

Exhibit 1. Core Services Provided By Sanitation Services

Core services provided



Other services provided

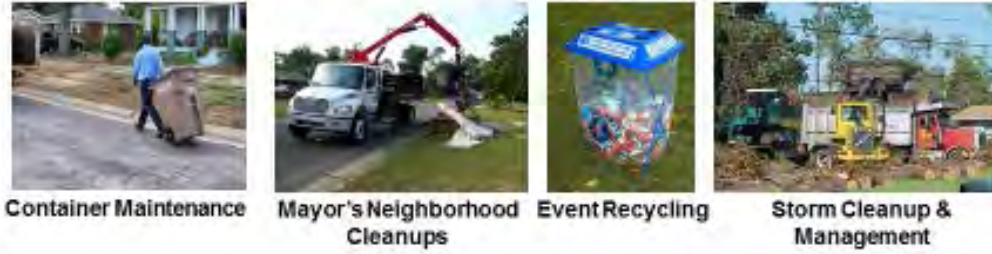


Exhibit 2 graphically illustrates current sanitation staffing by program area. Current monthly charges (residential and commercial) include the following:

- Container charges - \$18.36
- Disposal charges - \$4.44
- Fuel surcharge - \$0.90

Exhibit 2. Current Sanitation Staffing



3.3 COST SAVINGS AND EFFICIENCIES

In helping ensure regulatory compliance and value to the City's ratepayers, the Division has implemented a number of cost saving programs recommended as part of the 2007 Rate Study. These are briefly discussed in the paragraphs that follow below.

- Reduced personnel costs by implementing MSW collection to once a week.
- Signed Interlocal Agreement with Escambia County - This agreement requires the City to provide 10 neighborhood cleanups in return for free disposal for yard trash. This equates to an annual savings to the City of \$350,000 per year.
- Compressed Natural Gas (CNG) Collection Vehicles – The City has been purchasing CNG vehicles for its collection fleet to take advantage of the fuel savings associated with natural gas. These vehicles are also expected to reduce the City's greenhouse gas emissions and carbon footprint.
- Recycling Savings and Rate Increases – The City transports city-collected recyclables to Tarpon Paper at a reduced tipping fee (when compared to the Perdido Landfill). When the City's recycled yard trash volume is considered, the city's recycling rate is approximately 46 percent.

The Emerald Utility Authority (ECUA) recently constructed and began operating a materials recovery facility (MRF) located at the County’s Perdido Landfill. It was anticipated that this facility would enable more cost-effective recycling processing alternatives for residents of Escambia and neighboring communities. However, city staff was unable to reach an equitable agreement with ECUA on the contract and the City continues to use Tarpon Paper for recycling processing.

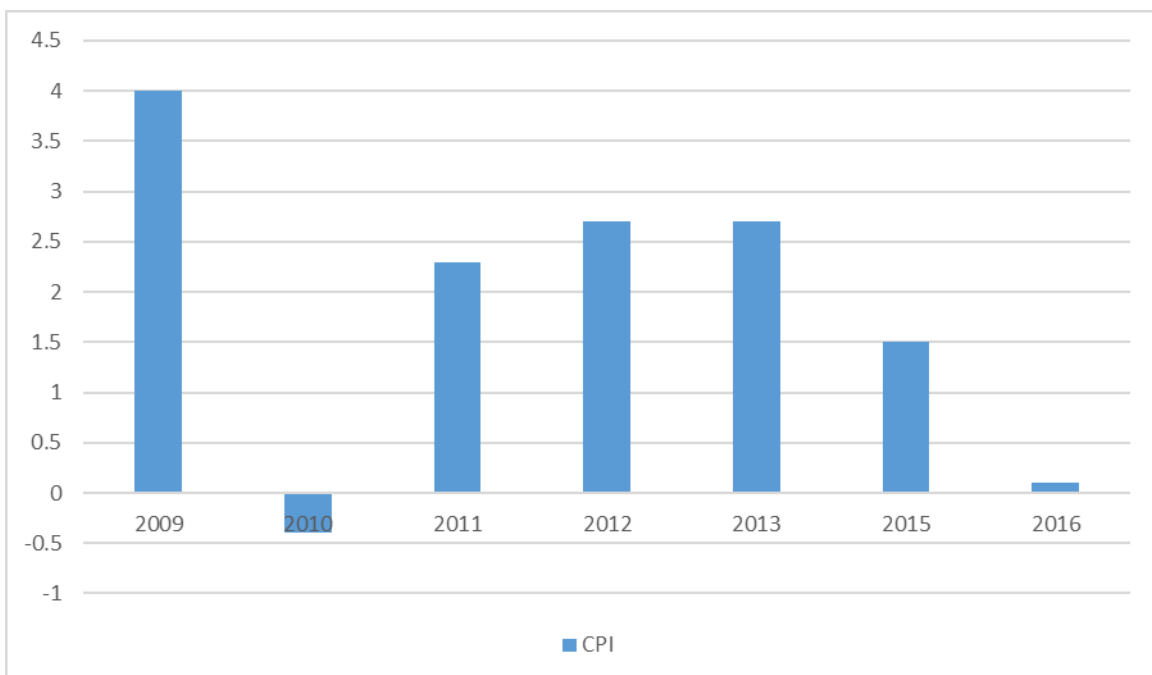
3.4 CUSTOMER SATISFACTION SURVEY

In January 2016, the Haas Center for Business Research and Economic Development (Haas Center) was commissioned by the City to conduct a customer satisfaction survey with a variety of City-provided services. The report provided by the Haas Center provides details about residents’ attitudes and opinions regarding their satisfaction with City services, as well as their perception of other elements of life within City limits. Overall, 84 percent of residents were either satisfied (41 percent) or very satisfied (43 percent) with their recycling, garbage, and yard waste services. Moreover, six of the seven City districts had less than 10 percent of their residents reply that they were either dissatisfied or very dissatisfied with Sanitation Services.

3.5 ANNUAL RATE ADJUSTMENTS

The rate ordinance, which was established as part of the SCS rate study in 2007, provides for the monthly garbage collection fee to be automatically adjusted, based upon the percentage difference in the most recent annual Consumer Price Index (CPI). Exhibit 1 shows CPI increases from 2009 to 2016. Since the effective date of the ordinance (October 1, 2008), however, the City Council has only raised sanitation rates only once (Fiscal Year 2012).

Exhibit 3. CPI Rates (%) 2009 - 2016



The rate ordinance established in 2007 also established a vehicle fuel and lubricant pass-through surcharge, which is added as a separate line item to monthly bills issued to sanitation customers. The surcharge is reviewed monthly and has been increased and decreased as necessary. Currently, the surcharge is set at \$0.90 and is reflective of the current price of fuel used in the city's Sanitation Services operation.

4.0 PRO FORMA MODEL

4.1 DATA COLLECTION

At the beginning of SCS's engagement, City staff provided background data and information concerning residential collection revenues and operating expenses. This included the following critical information:

- Staffing and organizational charts.
- Wages and benefit rates.
- Rate schedules.
- Loans.
- Fund account summaries (totals and comparisons).
- Past and current operating budgets by cost centers.
- Equipment replacement and maintenance schedules.
- Waste and recyclables deliveries to Escambia County and Tarpon Paper.
- Fleet replacement plan.
- Ordinances.
- Administrative costs.

4.2 RATE MODEL

At the outset of the work effort, SCS developed an updated Microsoft Excel™ spreadsheet-based, pro-forma model (Model) to assist in the completion of the rate analysis. This model includes the following facets:

- An analysis of operational expenditures (personnel, contract and purchased services, materials and supplies, transfers).
- Analysis of capital outlays (equipment replacement and capital projects).
- Revenue sufficiency analysis (annual revenue projections and rate plan to provide sufficient revenues).
- Funds analysis (reserve requirements, transfers to general fund, administrative costs, beginning and ending fund balances). Based on data and information provided by the City, these individual spreadsheets were linked to develop an overall model to conduct the rate and assessment analysis.

4.3 METHODOLOGY OVERVIEW

The following methodology was utilized by SCS to conduct the cost of service analysis:

- **Collect Historical Actual Expenses and Revenues for the City System** – The first task was to gather available historical actual revenue and cost data from 2008 and include these into a financial database.
- **Develop of the “Test Year”** - The second task was the development of an annual revenue requirement for a “Test Year”. The revenue requirement represents the total revenue for the System to recover during a year to fund all sanitation costs. SCS worked with City staff to select a period that reflected a typical year for the System. Actual expenses for FY 15/16 were used as the basis of the Test Year for the Study. SCS then worked with City staff to make these costs more representative of anticipated conditions during the upcoming five-year financial planning horizon. The resulting Test Year was used as the basis for forecasting expenses for the five-year forecast (FY 16/17 to FY 21/22).
- **Develop of a Revenue Requirement Projection** – After developing the revenue requirement for the Test Year, SCS worked with City staff to project changes in anticipated costs due to inflation, labor increases, facility and vehicle maintenance, planning costs, etc. This resulted in a five-year revenue requirement forecast for the entire system including collection, recycling, and disposal of solid waste.
- **Revenue Offsets** – SCS worked with City staff to develop estimates of other revenues such as bulk item collection charges, business refuse container charges, new accounts/transfer fees, fuel surcharge, County landfill fees, interest income, rebates, sale of assets, and miscellaneous.
- **Determination of the Number of Customer Units** – SCS worked with City staff to develop reasonable estimates of future number of customers over the next five-year period (assumed to be 18,460 residential and 640 commercial customers).
- **Calculation of the Monthly Customer Service Fee** – SCS then distributed the revenue needs across the proper billing units to estimate the cost of service.

4.4 DEVELOPMENT OF THE REVENUE REQUIREMENT PROJECTION

In addition to developing the Test Year revenue requirements, SCS forecasted the annual revenue requirement for FY 16/17 to FY 21/22. In order to develop the forecast, SCS projected how costs would change over the forecast period due to factors such as inflation, solid waste and customer growth. The assumptions used to develop the forecast include the following annual increases:

- CPI - 2.1 percent (12-year average 2004-2015, U.S. Department of Labor).
- Solid waste and recyclables growth – 0 percent.
- Customer growth – 0 percent.

The Department manages the following cost centers to support solid waste operations:

- Residential Garbage Collection – Cost Center 0507010.
- Recycling Collection – Cost Center 0507015.
- Transfer Station – Cost Center 0507030.
- Yard Waste Collection – Cost Center 0507050.

Exhibit 4 identifies the revenue needs for the Department for FY 16/17 to FY 21/22, if monthly charges are not increased. As shown, the Sanitation Fund is projected to have a small deficit in FY 2017, but increases substantially over the next five years to account for increases in operating expenses for the four cost centers over this time period.

4.5 FLEET REPLACEMENT PLAN

The Department has developed a 10-year Fleet Replacement Plan (Plan) to replace equipment and vehicles (Exhibit 5). The fleet has seen a substantial rise in repair and maintenance expenses as these vehicles have aged. Typically, most “best-in-class” sanitation collection systems are on a six to eight-year replacement cycle for automated side-loaders. The Department’s current vehicles are well beyond that preferred replacement cycle with many being replaced in 2008. Similarly, the Department’s yard waste collection and ancillary vehicles are also well beyond the preferred replacement cycle for these equipment. The Plan is designed to establish a reasonable vehicle and equipment replacement cycle over the next decade and enable the Department to reduce maintenance expenses. As shown, the Plan projects a funding need for the Department’s fleet of \$6.5 million over this planning period.

Many municipal sanitation departments have developed long-term fleet funding programs in lieu of annually cash expensing these vehicle purchases. These funding plans vary from a long-term, direct surcharge on their customers to transfers from the General Fund or use of local option sales tax programs (LOST). The later funding option is oftentimes chosen if some of the vehicles are used for community-wide activities. For example, the Department typically utilizes its fleet of yard trash collection trucks and ancillary rolling stock such as transfer station tractor/trailers in response to major and minor natural disasters (e.g. hurricanes, tornados, microbursts, etc.). Their use is somewhat different than traditional yard waste collection and can be viewed as extraordinary in nature and provides an essential betterment of the City as a whole. Consequently, a reasonable argument can be made for funding these vehicles solely or partially from the City’s LOST Program.

Exhibit 5 provides detailed analysis of two alternative, long-term funding options: (1) enacting a \$2.17 per month fleet replacement surcharge for the entire vehicle need; or (2) utilizing the LOST Program to fund the purchase of yard waste and transfer station vehicles and enacting a \$1.50 per month fleet replacement surcharge for purchase of the garbage collection/recycling/pickup vehicles.

4.6 RATE SCENARIOS

SCS developed the following rate scenario options for consideration by the City Council:

- **Option 1, “Status Quo”** – This option assumes that the estimated deficits in projected annual operating revenues would be met by raising customer rates on an annual basis or transfers from the City’s General Fund.
- **Option 2, “Annual CPI Increases in Monthly Sanitation Rate”** – This option assumes a full recovery of projected Department revenue needs through increases in monthly customer fees. The Department would continue to assess individual monthly charges for fuel and landfill services.
- **Option 3, “Increase Sanitation Rate by \$1.26 to Account for Increases in Annual Operating Costs and for Changes in the Cost of Recycling Processing”** – This option assumes a full recovery of projected Department revenue needs through increases in monthly customer fees as in Option 2 and accounts for the continuation of recycling processing fees which began in 2016.
- **Option 4, “Implement a Long-Term Funding Program for Fleet Replacement”** – This option assumes establishing a Sanitation Equipment Surcharge of \$2.17 per month to establish a Sanitation Equipment Fund under the Sanitation Fund. In order to achieve full funding of equipment needs, this surcharge could initially set at \$1.00 per month and increased by \$1.17 per month for the following year. Alternatively, the City could use its LOST Fund for a portion of the needed vehicle replacement cost for yard and transfer station vehicles and set the surcharge at \$1.32 per month.

4.7 RECOMMENDATIONS

SCS makes the following recommendations:

- Establish a rate of \$24.06 per month in FY 15/16 for residential and commercial customers.
- Increase these rates annually based on a CPI adjustment.
- Implement a long-term funding program, as described in the report, for fleet replacement.

Exhibit 4. Department Projected Revenue Needs, Status Quo

Financial Metrics	ACTUAL			PROJECTED					
	2014	2015	2016	2017	2018	2019	2020	2021	2022
Operating Revenues	5,782,948	5,821,743	5,828,729	5,972,600	6,068,800	6,113,600	6,113,600	6,113,600	6,113,600
Deduct for Fuel and Lubricants that are included				(500,000)	(510,542)	(521,306)	(532,296)	(543,519)	(554,978)
Deduct for non-rate revenues that are included				(225,000)					
Deduct for Equipment Surcharge				0					
Deduct for \$.35 projected rate increase that is included				0					
Total Rate Revenues to be considered as part of the Monthly Rate				5,247,600					
Operating Expenses By Cost Center									
Collection	2,764,433	3,020,364	3,254,299	3,255,450	3,320,888	3,387,948	3,456,360	3,526,155	3,597,362
Recycling	698,960	725,577	893,605	940,900	956,554	892,267	911,079	930,287	949,901
Transfer Station	651,468	365,296	347,695	403,000	411,497	420,172	429,031	438,076	447,312
Yard Trash	1,694,204	1,552,308	1,638,029	1,662,000	1,697,041	1,732,820	1,769,353	1,806,657	1,844,748
Subtotal Operating Expenses	5,809,065	5,663,545	6,133,628	6,261,350	6,385,979	6,433,207	6,565,823	6,701,176	6,839,322
Deduct for Fuel Surcharge				(500,000)					
Deduct for Non-Rate Expenses	5,584,065	5,438,545	5,908,628	(225,000)	6,160,979	6,208,207	6,340,823	6,476,176	6,614,322
Deduct for capital truck purchase				0					
Total of Rate Related Expenses				5,536,350					
Net Revenues of Rate Related Rev vs Expenses (Deficits)	(26,117)	158,198	(304,899)	(288,750)	418,363	426,699	305,073	180,944	54,256

Exhibit 5. Proposed Department Fleet Replacement Plan

	Fiscal Year										Ten Year Totals	
	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026		
Garbage/Recycling Truck Replacement	1	0	1	1	1	1	1	1	1	1	1	9
Per Truck Cost	\$290,000	\$296,114	\$302,357	\$308,732	\$315,241	\$321,887	\$328,674	\$335,603	\$342,679	\$349,904		
Total Cost	\$290,000	\$0	\$302,357	\$308,732	\$315,241	\$321,887	\$328,674	\$335,603	\$342,679	\$349,904		\$2,895,078
Yard Trash Truck Replacement	0	1	1	1	1	1	1	1	1	1	1	9
Per Truck Cost	\$0	\$120,000	\$122,530	\$125,113	\$127,751	\$130,445	\$133,195	\$136,003	\$138,870	\$141,798		
Total Cost	\$0	\$120,000	\$122,530	\$125,113.34	\$127,751.15	\$130,444.57	\$133,194.77	\$136,002.96	\$138,870.36	\$141,798.21		\$1,175,705
Transfer Station Truck Replacement	0	0	1	0	0	1	0	0	0	0	1	3
Per Truck Cost	\$0	\$0	\$150,000	\$153,163	\$159,689	\$170,004	\$184,800	\$205,121	\$232,475	\$269,032		
Transfer Station Trailer Replacement	0	0	0	0	1	0	0	1	0	0	0	2
Per Trailer Cost	\$0	\$0	\$0	\$0	\$85,000	\$86,792	\$90,490	\$96,335	\$104,720	\$116,235		
Total Cost	\$0	\$0	\$150,000	\$0	\$85,000	\$170,004	\$0	\$96,335	\$0	\$269,032		\$770,371
Pickup Trucks Replacement	0	1	1	0	1	0	1	0	1	0	0	5
Per Truck Cost	\$0	\$35,000	\$35,738	\$0	\$27,000	\$27,569	\$28,151	\$28,744	\$29,350	\$0		
Total Cost	\$0	\$35,000	\$35,738	\$0	\$27,000	\$0	\$28,151	\$0	\$29,350	\$0		\$155,238
Number of Vehicles Replaced	1	2	4	2	4	3	3	3	3	3	3	28
FUNDING OPTIONS												
ALL VEHICLES @ \$2.17 SURCHARGE												
Annual Cash Purchase Cost	\$290,000	\$155,000	\$610,625	\$433,845	\$554,992	\$622,336	\$490,019	\$567,942	\$510,899	\$760,734	\$4,996,393	
Truck Capital Fund at \$2.17 surcharge	\$497,364	\$497,364	\$497,364	\$497,364	\$497,364	\$497,364	\$497,364	\$497,364	\$497,364	\$497,364	\$4,973,640	
Truck Capital Fund Year End Balance	\$207,364	\$549,728	\$436,467	\$499,986	\$442,357	\$317,386	\$324,731	\$254,153	\$240,617	-\$22,753		
COLLECTION VEHICLES @ 1.32 SURCHARGE AND LOST FUNDING FOR YARD AND TRANSFER STATION VEHICLES												
Annual Cash Purchase Cost	\$290,000	\$35,000	\$338,095	\$308,732	\$342,241	\$321,887	\$356,824	\$335,603	\$372,029	\$349,904	\$3,050,316	
Truck Capital Fund at \$1.32 surcharge	\$302,544	\$302,544	\$302,544	\$302,544	\$302,544	\$302,544	\$302,544	\$302,544	\$302,544	\$302,544	\$3,025,440	
Truck Capital Fund Year End Balance	\$12,544	\$280,088	\$244,537	\$238,349	\$198,652	\$179,308	\$125,028	\$91,969	\$22,484	-\$24,876		

5.0 REFERENCES

1. City of Pensacola, *Annual Budgets*, 2008-2016.
2. Haas Center, *Pensacola Community Survey*, 2016.

Appendix A
Pro Forma Model Schedules



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 12-17

City Council

5/11/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Brian Spencer

SUBJECT:

PROPOSED ORDINANCE NO. 12-17 - AMENDING SECTION 6-2-3 OF THE CITY CODE--PARKS AND RECREATION BOARD - DUTIES

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 12-17 on second reading.

AN ORDINANCE AMENDING SECTION 6-2-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, PARKS AND RECREATION BOARD - DUTIES; TO PROVIDE FOR THE INCLUSION WITHIN THE DUTIES LANGUAGE STATING, "AND RECREATIONAL ACTIVITIES"; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

HEARING REQUIRED: No Hearing Required

SUMMARY:

Chapter 6-2 of the City Code covers the Parks and Recreation Board. Section 6-2-3 - Duties, covers the duties of the Parks and Recreation Board. Currently the duties read as follows:

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 use of recreational facilities.

The Parks and Recreation Board is requesting Council consideration by adding "and recreational activities" to the list of duties so that it would read:

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 and recreational activities within the city. The Board shall provide input on master plan updates and improvements, and policy development for use of recreational facilities.

Currently, the Board is somewhat restricted by the list of duties in providing input into recreational activities; since recreation is a portion of the Board title, it seems appropriate to permit their ability to make recommendations on recreational activities.

PRIOR ACTION:

February 11, 2010, City Council adopted Ordinance No. 6-10

August 22, 2013, City Council adopted Ordinance No. 21-13

April 13, 2017, City Council voted to approve Ordinance No. 12-17 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ordinance No. 12-17
- 2) March 16, 2017 Parks and Recreation Board Minutes

PRESENTATION: No

PROPOSED
ORDINANCE NO. 12-17

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 6-2-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, PARKS AND RECREATION BOARD - DUTIES; TO PROVIDE FOR THE INCLUSION WITHIN THE DUTIES LANGUAGE STATING, "AND RECREATIONAL ACTIVITIES"; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 6-2-3 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 6-2-1. - Establishment; composition; compensation; terms of office; vacancies and removal.

There is hereby established a parks and recreation board of the city. This board shall consist of nine (9) persons serving without pay who shall be appointed by the council. The term of office shall be for three (3) years or until their successors are appointed and qualified. Vacancies in the board occurring otherwise than by expiration of term shall be filled by the council for the unexpired term.

It is the expressed intent of this city to recognize the importance of balance in the appointment of minority and nonminority persons to membership on the parks and recreation board and to promote that balance through the provisions of this section.

For purposes of this Code Section, "minority person" means:

- (a) An African American; that is, a person having origins in any of the racial groups of the African Diaspora.
- (b) A Hispanic American; that is, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.
- (c) An Asian American; that is, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.

- (d) A Native American; that is, a person who has origins in any of the Indian Tribes of North America prior to 1835.
- (e) An American woman.

In addition, the city recognizes the importance of including persons with physical disabilities on this board. Furthermore, it is recognized that the parks and recreation board plays a vital role in shaping public policy for the city, and the selection of the best-qualified candidates is the paramount obligation.

In appointing members to the parks and recreation board, the council should select, from among the best-qualified persons, those persons whose appointment would ensure that the membership of the board accurately reflects the proportion that minority persons represent in the population of the city as a whole, unless the law regulating such appointment requires otherwise, or minority persons cannot be recruited. If the size of the board precludes an accurate representation of minority persons, appointments should be made which conform to the requirements of this section insofar as possible.

Each board member serves at the pleasure of city council and may be removed at any time with reasonable cause or by recommendation by the parks and recreation board. Any board member missing three (3) consecutive board meetings or five (5) board meetings over the course of a calendar year shall forfeit their membership on the board. Absences may be excused by the chair.

Sec. 6-2-2. - Election of officers; adoption of rules and regulations.

Immediately after the appointment of the parks and recreation board, it shall meet and organize by electing one (1) of the members chairman and other officers as may be necessary. The board shall have the power to adopt bylaws, rules and regulations for the proper conduct of public recreation for the city.

Sec. 6-2-3. - Duties.

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 and recreational activities within the city. The board shall provide input on master plan updates and improvements, and policy development for the use of recreational facilities.

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

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

5. **NEW BUSINESS.** Director Cooper mentioned that all of the boards of the City have a focus and a charge. The Bicycle Advisory and downtown bike racks are outside the scope of this board. Currently the duties as defined by the City Code read “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 [Parks and Recreation] on matters concerning the establishment, maintenance and operation of parks within the city. . . .” This greatly limits the scope of the board to strictly parks, and does not allow for us to make recommendations on recreational activities.

Board member Hicks recommended that we could increase our scope with just a minor wording adjustment as follows: “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 [Parks and Recreation] on matters concerning the establishment, maintenance and operation of parks **and recreational activities** within the city. . . .”

After discussion board member Forte made a motion that we make the changes recommended by board member Hicks. Board member Voeltz seconded the motion and mentioned that this will better reflect the name of the board. We would like to have this brought to the April City Council meeting. The motion passed unanimously.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 13-17

City Council

5/11/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Brian Spencer

SUBJECT:

PROPOSED ORDINANCE NO. 13-17 - AMENDING SECTION 8-3 OF THE CITY CODE - CREATING SECTION 8-3-4 NO WAKE ZONE FOR THE PORTION OF THE WATERS NORTH OF THE HARBOR CHANNEL ADJACENT TO THE RED BUOY MARKER KNOWN AS "PMT2" LOCATED IN PENSACOLA BAY TO THE ENTRANCE OF PALAFOX PIER BASIN AND FROM THE WEST END OF THE PORT OF PENSACOLA TO THE WEST END OF THE HARBOR CHANNEL

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 13-17 on second reading.

AN ORDINANCE AMENDING SECTION 8-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, OFFENSES UPON WATERS; CREATING SECTION 8-3-4 TO PROVIDE FOR A NO WAKE ZONE FOR THE PORTION OF THE WATERS NORTH OF THE HARBOR CHANNEL ADJACENT TO THE RED BUOY MARKER KNOWN AS "PMT2" LOCATED IN PENSACOLA BAY TO THE ENTRANCE OF PALAFOX PIER BASIN AND FROM THE WEST END OF THE PORT OF PENSACOLA TO THE WEST END OF THE HARBOR CHANNEL; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola received a request from Marina Management Corp. at Palafox Pier and Yacht Harbour that a "No Wake Zone" be established along designated areas of Pensacola Bay due to the heavy usage by craft of various sizes. Creation of a "No Wake Zone" in these designated areas would provide for increased public safety as well as a reduction in damage to piers, other improvements and the shoreline itself.

PRIOR ACTION:

April 13, 2017, City Council voted to approve Ordinance No. 13-17 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ordinance No. 13-17
- 2) Proposed NoWake Zone

PRESENTATION: No

PROPOSED
ORDINANCE NO. 13-17

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 8-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, OFFENSES UPON WATERS; CREATING SECTION 8-3-4 TO PROVIDE FOR A NO WAKE ZONE FOR THE PORTION OF THE WATERS NORTH OF THE HARBOR CHANNEL ADJACENT TO THE RED BUOY MARKER KNOWN AS "PMT2" LOCATED IN PENSACOLA BAY TO THE ENTRANCE OF PALAFOX PIER BASIN AND FROM THE WEST END OF THE PORT OF PENSACOLA TO THE WEST END OF THE HARBOR CHANNEL; PROVIDING FOR SEVERABILITY; REPEALING _____ CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 8-3-4 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Section 8-3-4. – No-wake zone – Portion of waters located in Pensacola Bay.

That portion of the waters north of the Harbor Channel adjacent to the red buoy marker known as "PMT2" located in Pensacola Bay to the entrance of Palafox Pier basin and from the west end of the Port of Pensacola to the west end of the Harbor Channel; including Seville Harbor, Commendencia Slip, Palafox Marina / Baylen Slip, Spring Street Slip and Bruce Beach Cove are hereby designated as a no wake zone and shall be posted in accordance with applicable regulations of the State of Florida Department of Natural Resources relating to uniform waterway markers.

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

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

0 0.1 0.2 Miles


Date: 4/4/2017



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

L:\GIS\Map_Archives\City_Administrator\NoWake\NoWake.mxd



 Proposed No Wake Zone



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00301

City Council

5/11/2017

DISCUSSION ITEM

FROM: City Council President Brian Spencer

SUBJECT:

50 ACRE ECONOMIC FEASIBILITY STUDY COMMITTEE

SUMMARY:

The City Council has approved an Economic Feasibility Study of the 50 acres currently occupied by the Port of Pensacola. A committee is to be formed to assist with the hiring of a consultant to conduct the actual study, wherein this committee is to assist in the identification of the consultant as well as identify a scope of work.

Due to some extenuating circumstances, a discussion of this matter by the City Council is in order.

PRIOR ACTION:

September 7, 2016 - Council approves an Economic Feasibility Study of the fifty (50) acres currently occupied by the Port of Pensacola

November 14, 2016 - Council conducted a Workshop wherein a discussion of the selection of Study Committee members took place

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00154

City Council

5/11/2017

SUBJECT:

CITY ADMINISTRATOR COMMUNICATION

Presentations:

City Administrator Communication - Eric W. Olson

Pensacola Fire Department Presentation - Fire Chief David Allen

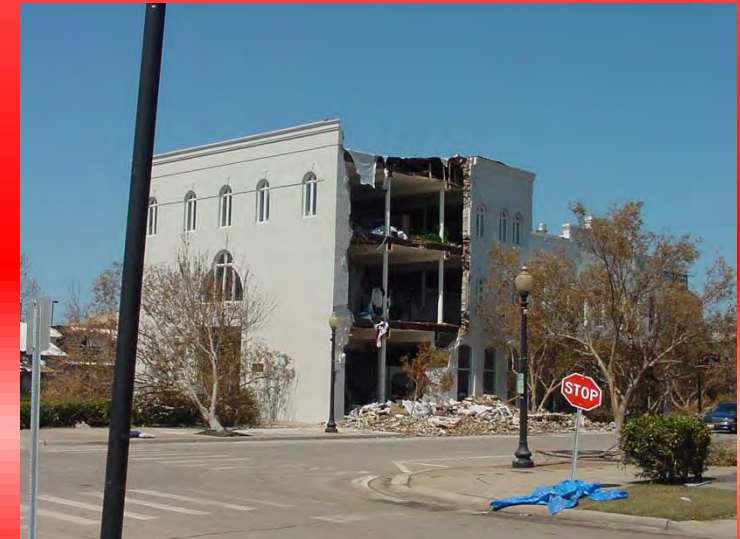


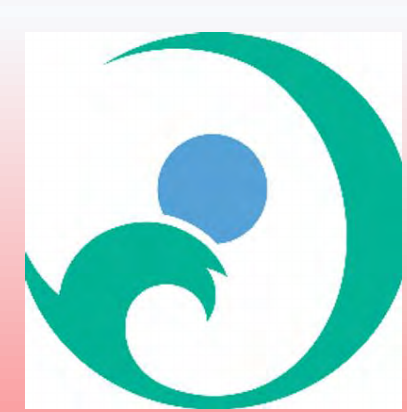
City of Pensacola
Citywide Emergency Management Plan
Presented by
Fire Chief David Allen



CEMP Provides

- Framework for citywide preparedness, essential personnel, communications, safe guarding records, alerting procedures and chain of command.
- Public Announcements come from The Office of the Mayor
 - Public information officer (PIO)
- Incident Commander (IC)
- Emergency Manager
- Emergency Management Team





Citywide Critical Response priorities:

- Life Safety & Ability to Respond
- Protection of Property, both Private and City Assets and Facilities
- Minimize damage and losses; Recovery
- Maintain or Reconstitute Critical City Services
- Foundation for the continued survival of Leadership
- Continued Operations of All City Services (COOP)
- Compliance with Legal and Statutory Requirements



Activation and Authority:

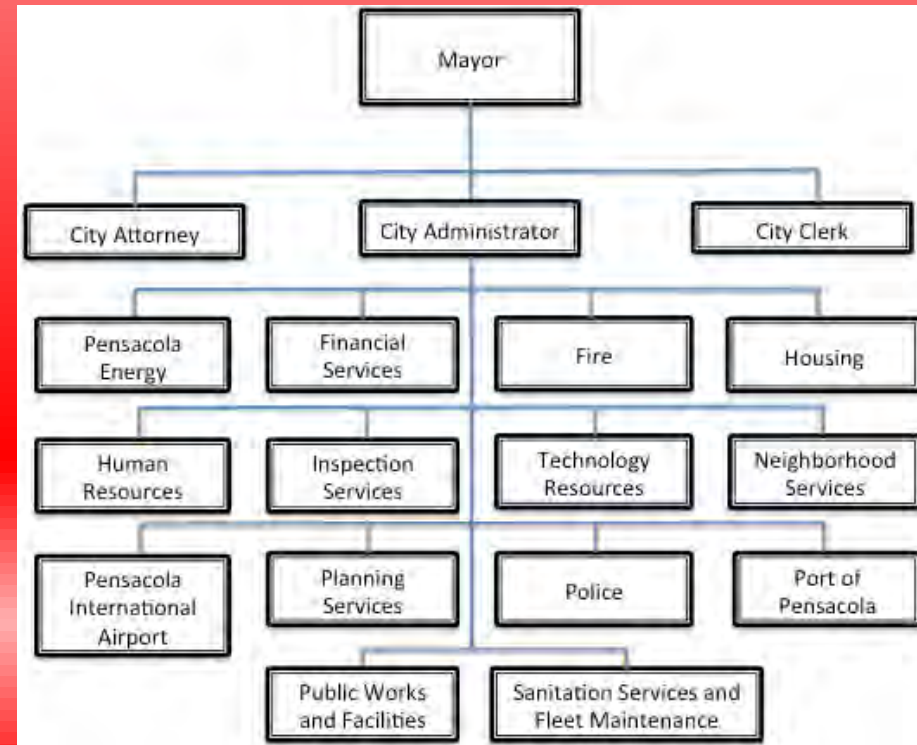
- State of Emergency Declared
 - Escambia County Emergency Operations Center (EOC) is the leading authority
- Mayor, his designee, the Emergency Management Coordinator (EMC), Chief of Fire. In accordance with the City Charter.
- Institute protective action to protect life, health, and safety of citizens, visitors, tourists, and employees, and to protect public and private property.



Emergency Operations

City of Pensacola Emergency Coordination Center:

- 475 East Strong Street – Fire Admin. Building
- Staffing EMT:
 - Mayor, City Administrator, EMC, Fire Chief, Police Chief, Sanitation & Public Works Directors.
- Liaisons at Escambia County EOC
 - Updates to City EMC every 4 hours





Communications

- Radios, Phone System, Conference Call Bridge, Video Teleconference System,
- GETS & WPS, Fiber Optic Ring, Webpage & Citizens Information Center (CIC)

Mitigation

- Local Mitigation Strategy (LMS)
- Data Backup/Storage
- Infrastructure Enhancement
- Generators





Preparedness

- Public Awareness/Education
- NIMS Compliance
- Annual Training and Exercise
- City Department Directors and Employees
- Photo-Documentation
- Emergency Supplies



**HURRICANE
SEASON
IS HERE.**

Are you prepared?



Response

- Incident Types
- Emergency Declarations
- Notification and Warning
- Protective Actions
 - Evacuation
 - Shelter-In-Place
 - Quarantine
 - Isolation
 - Curfew Order
- Request for Resources
- Emergency Procurement
- GPOD's
- Continuity of Operations (COOP)





Recovery

- Damage Assessment
- Short Term Recovery
 - Re-Entry
 - Reunification
 - Debris Removal/Management
 - Restoration and Repairs of Critical Functions
 - Temporary Relocations and Housing
 - Logistic Staging Areas
 - FEMA Tracking if Declared Emergency
- Long-Term Recovery
 - Permanent Repair, Demolition, and Reconstruction of Facilities and Infrastructure
 - Long-Term Closures
 - Post Disaster Redevelopment
- Reimbursement
- FEMA Claims Submittal Procedure





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00197

City Council

5/11/2017

SUBJECT:

MONTHLY CRIME REPORT

Police Chief Lyter's Monthly Crime Report



PENSACOLA POLICE DEPARTMENT

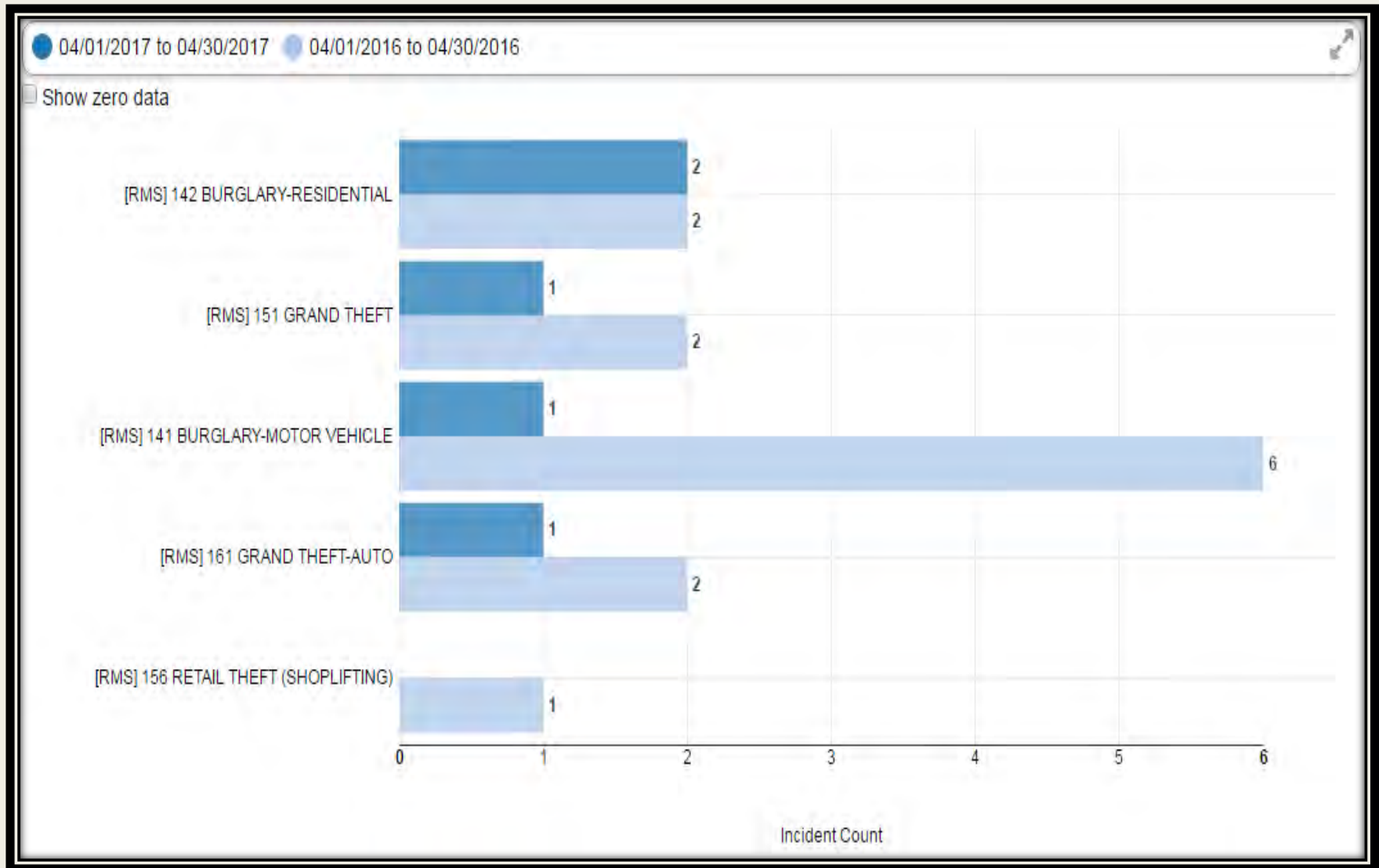
Crime Report
April 2017

2016-2017 April Comparison City Wide

Offense	2016	2017
Homicide	0	0
Robbery w/Firearm	4	0
Robbery w/Knife/Cutting Instrument	0	0
Robbery w/Other Dangerous Instr.	0	2
Strong-Armed Robbery	4	3
Car Jacking	0	0
Aggravated Battery/Assault	16	9
Vehicle Burglary	39	24
Residential Burglary	22	15
Commercial Burglary	3	7
Grand Theft	21	40
Retail Theft	48	40
Grand Theft Auto	4	14

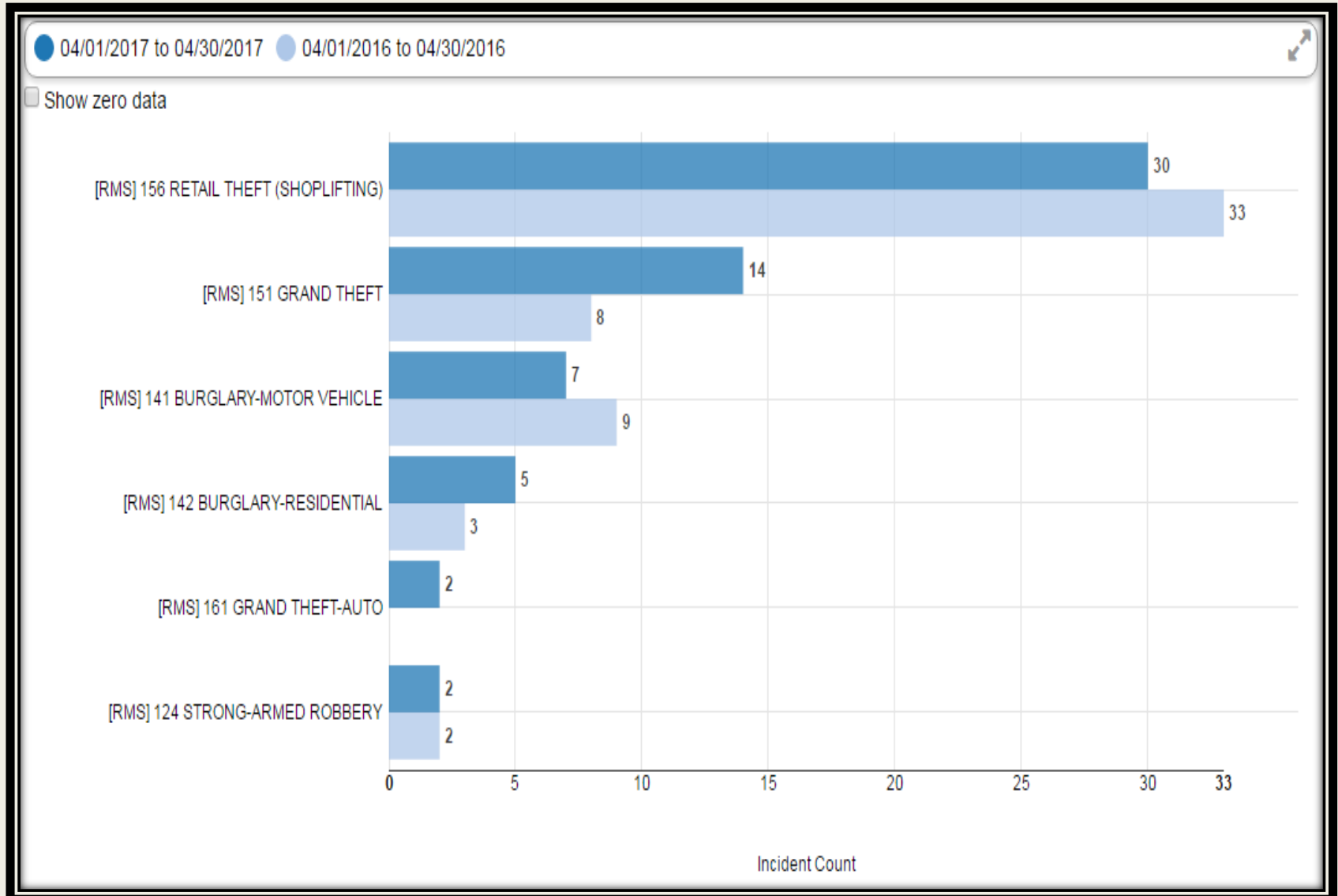
District 1

2016-2017 April Comparison



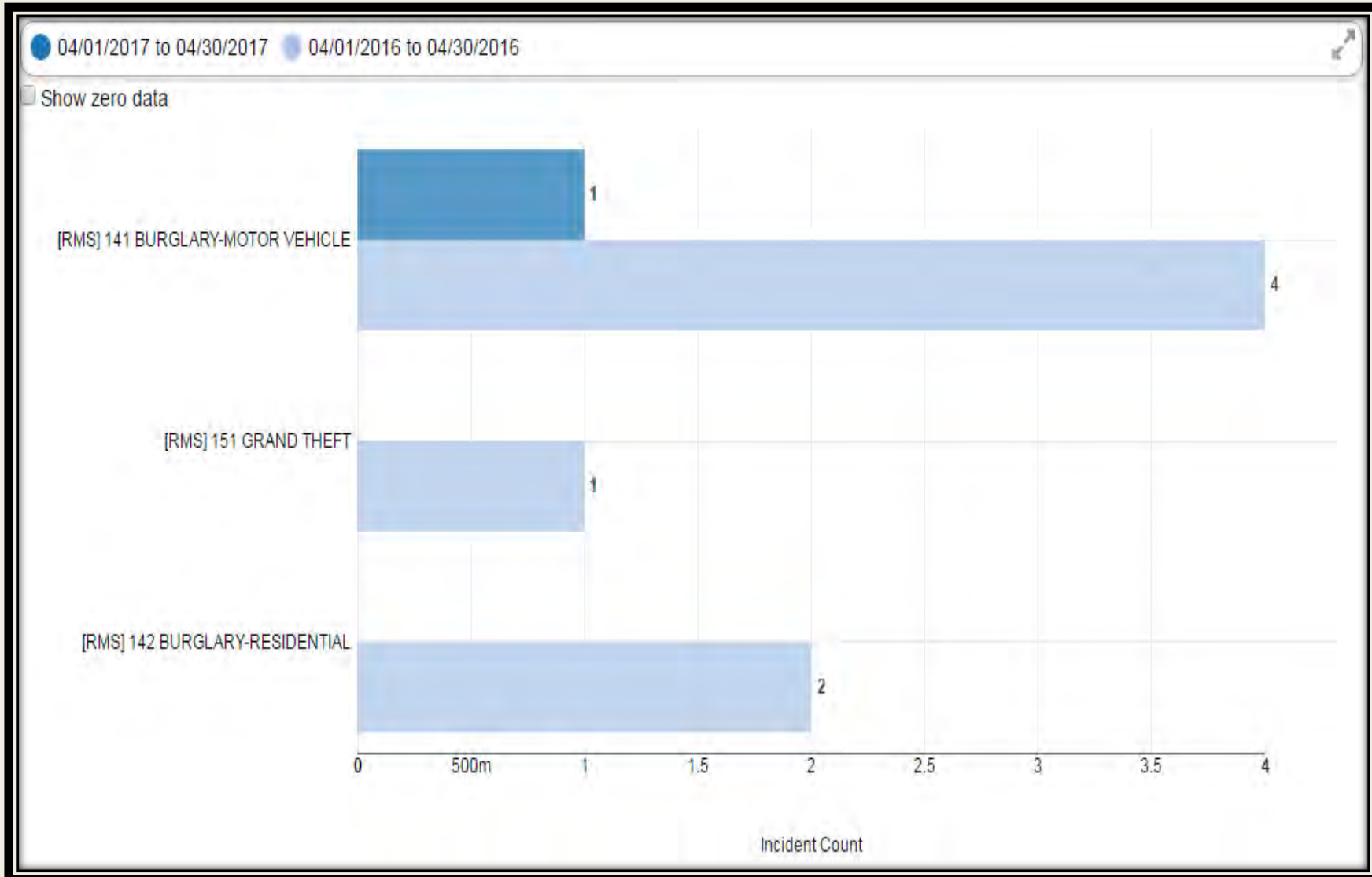
District 2

2016-2017 April Comparison



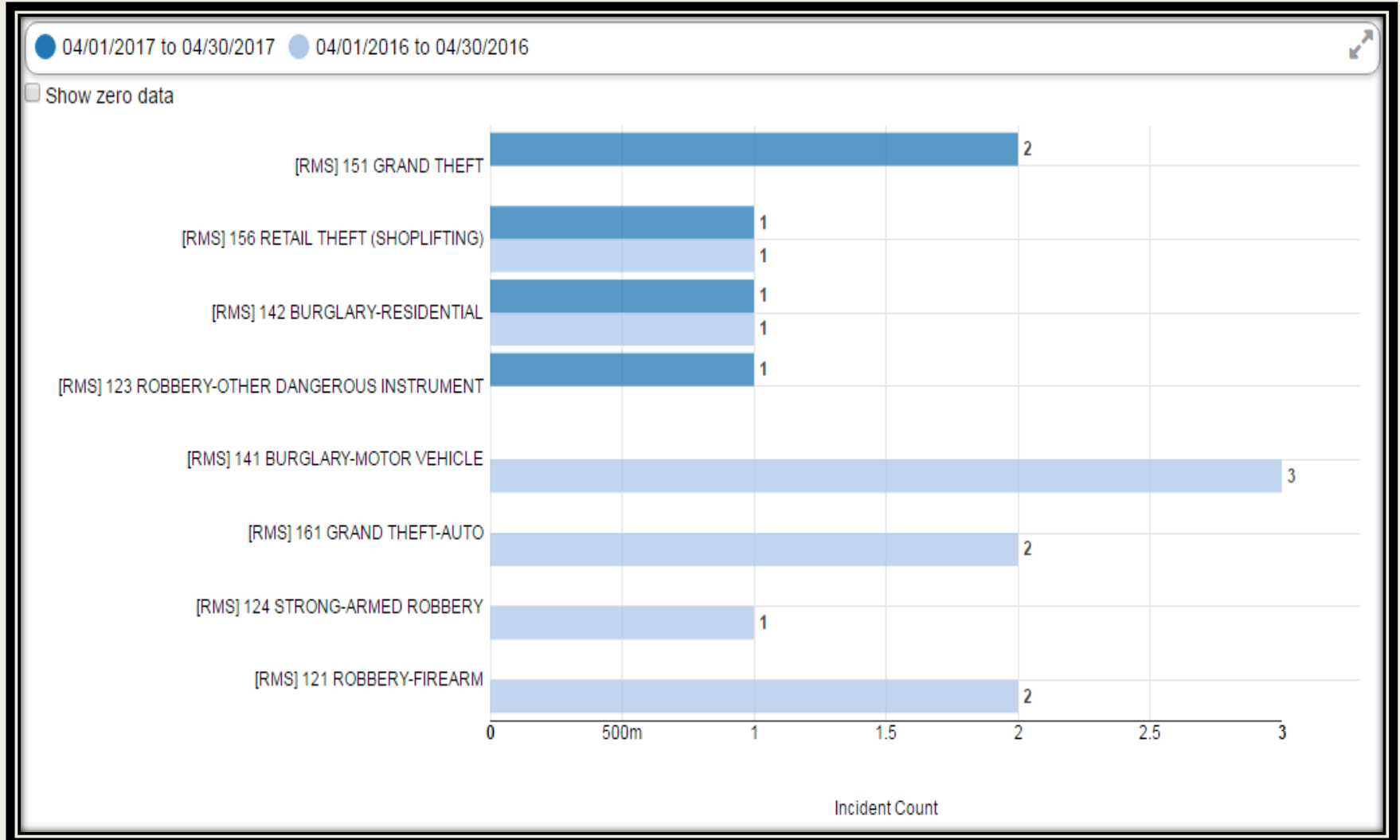
District 3

2016-2017 April Comparison



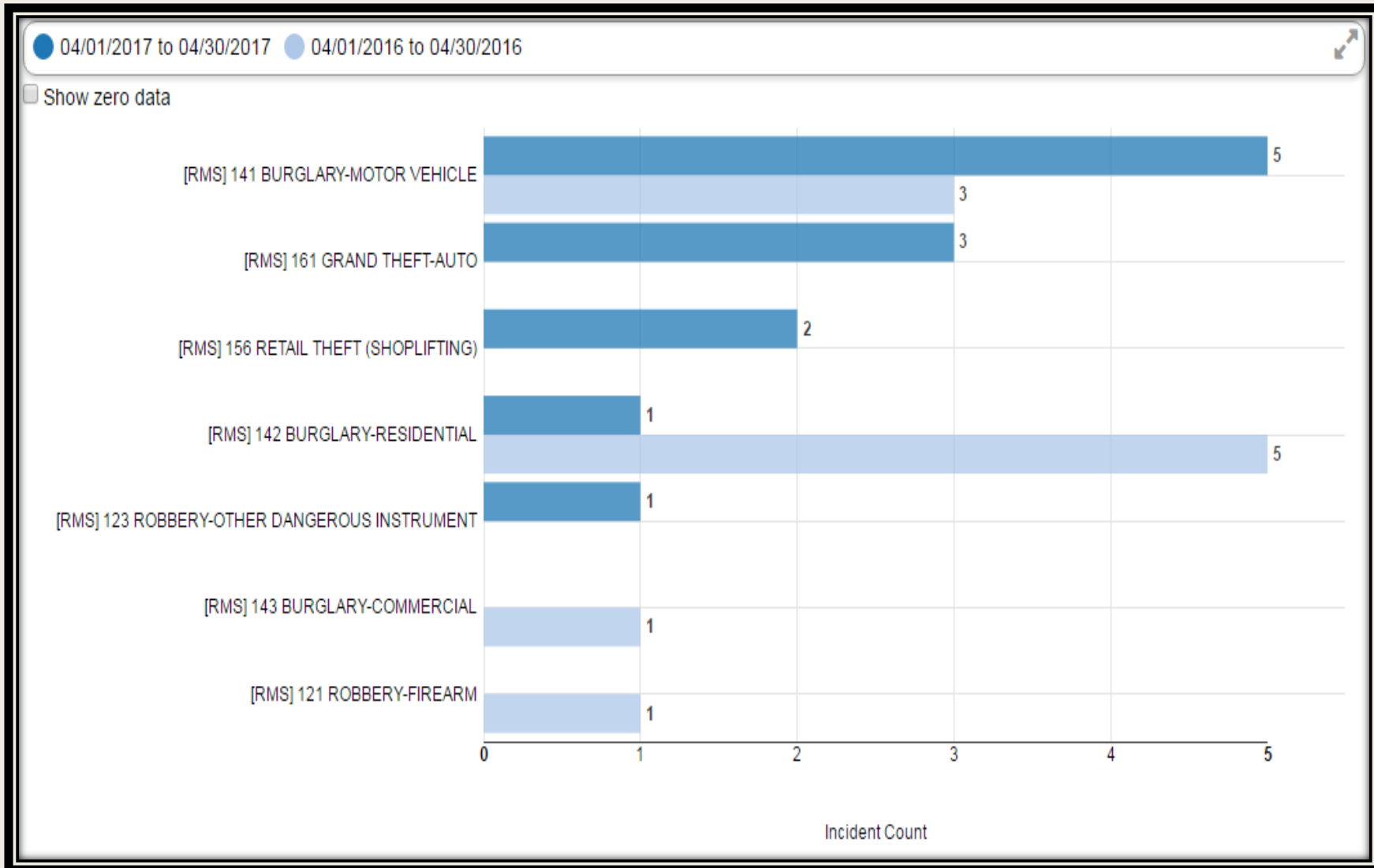
District 4

2016-2017 April Comparison



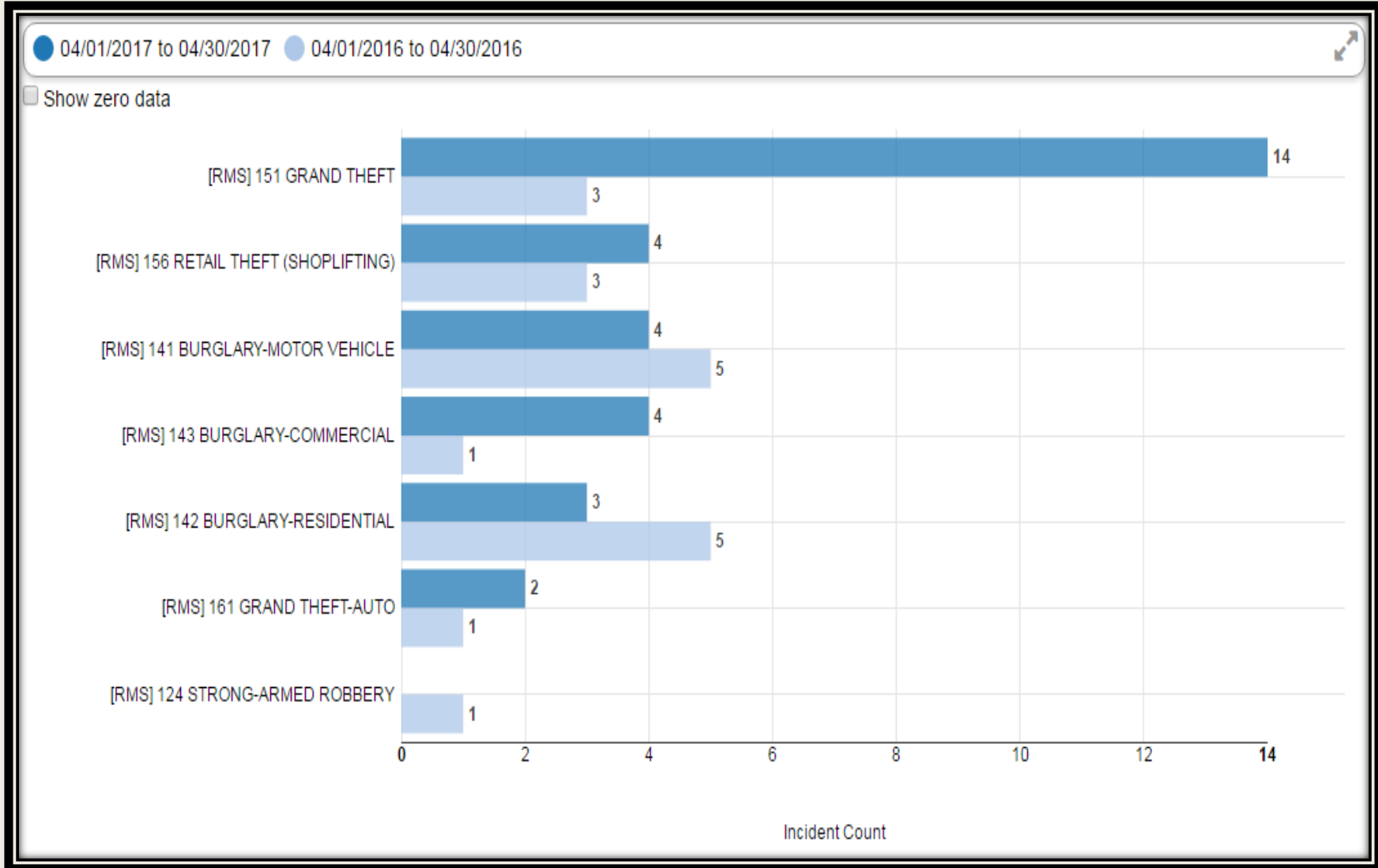
District 5

2016-2017 April Comparison



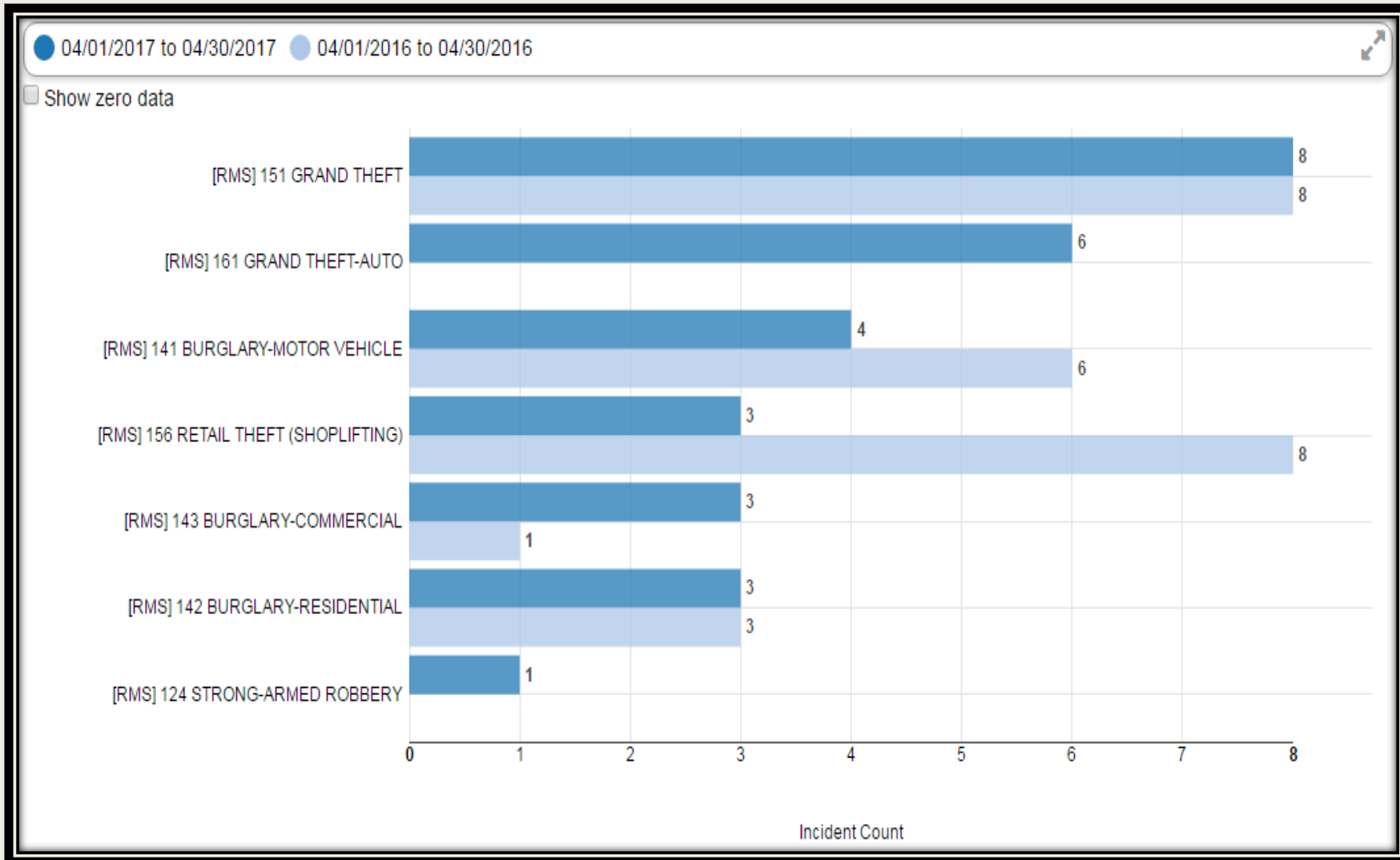
District 6

2016-2017 April Comparison



District 7

2016-2017 April Comparison



April '17 Top 5 Crash Locations

Top 5 Crash Locations	April '17
Garden St/ A Street	5
12 th Ave /721 E Gregory St.	4
Cervantes St/A Street	3
9 th Ave/ Creighton Rd.	2
Fairfield Dr./Davis Hwy	2

Total Crashes & Citations	April '17
Traffic Crashes	191
Traffic Citations	230



April 2017- Closer Look into Most Recent Cases for
Chief Lyter

Strong-Armed Robbery: 3 Offenses

17-3191-Active-No known suspect

17-3750-Suspect Known-Warrant Active

17-4088- Active-No known suspect

Robbery-Other Dangerous Instrument: 2 Offenses

17-3319- Inactive

17-4064-Active-Detective doing follow-up

Robbery W/Firearm: 1 Offense

17-3304-Active-Victim currently no cooperating with detectives

Aggravated Battery/Aggravated Assault: 9 Offense

5 Cleared

4 Active/further investigation

Vehicle Burglaries: 23 Offenses

1 Cleared by arrest

1 Inactive

21-Not finished/Active- most likely pending latent results and/or further investigation

Residential Burglaries: 15 Offenses

1 Cleared

2 Inactive-leads exhausted

12 Active and/or finished cases and/or further follow-up

April 2017- Closer Look into Most Recent Cases for
Chief Lyter

Commercial Burglaries: 7 Offenses

2- Cleared by arrest

5- Active/Open-further investigation and/or pending results

Grand Theft: 40 Offenses

4-Cleared

1-Warrant Active

3-Inactive

32-Active/Pending further investigation etc

Retail Theft: 40 Offenses

26- Cleared

13- Active/further investigation etc/ leads exhausted

1- Inactive

Grand Theft Auto- 14

2-Warrants Active

1-Unfounded

11-Active/further investigation etc

April 2017- Closer Look into Most Recent Cases for Chief Lyter

Additional Traffic Information

Traffic Crash Incidents	
Vehicle Crash-Prop. Damage	150
Leaving Scene of Crash	19
Vehicle Crash-Personal Injury	13
Vehicle Crash-Private Property	5
Leaving Scene W/Injuries	2
Pedestrian-Injury	1
Pedestrian-No injury	1

Primary Cause of Crash	
459-Careless Driving	58
457-Violate Right of Way	28
465-Following Too Close	23
463-Improper Turn	16
456-Violate Stop Sign	15
464-Improper Backing	13
461-Improper Lane Change	13
599-Other Traffic Offense	9
455-Violate Traffic Control Device	7
458-Reckless Driving	2
462-Improper Passing	2
511-Street Obstruction	1
460-Driving Wrong Side of Road	1
514-Pedestrian Violation	1

30% -Caused by Carless Driving

15% -Caused by Violating the Right of Way



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00089

City Council

5/11/2017

SUBJECT:

MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER RICHARD BARKER, JR.

Monthly Financial Review



March, 2017





Revenues

March, 2017

- **General Fund**

- Five Months Collected

- **Franchise Fee & Public Service Tax** - **0.06%**
 - **Half-Cent Sales Tax** - **0.12%**
 - **Communication Services Tax** - **4.02%**

- Six Months Collected

- **Municipal Revenue Sharing** - **2.98%**





Other Funds

March, 2017

- **Local Option Sales Tax** - **0.25%**
- Local Option Gas Tax (In Escrow)
- Tree Planting Trust Fund \$357,401.27





Contracts/Expenditures Over \$25,000 Approved By Mayor 3/01/17 – 3/31/17

•Contract Renewals/Extensions

•**Southern Management ABM LLC**

- Carpet Cleaning and Maintenance Services for Airport
- SBE – No
- Purchase Method – Year 2 of 3 Year Contract under ITB #16-017 – 36 Month Contract for Airport Carpet Cleaning & Maintenance
- \$38,101
- Budgeted – Yes

•**Consolidated Pipe & Supply**

- Natural Gas Pipe
- SBE – No
- Purchase Method – ITB #16-040 – Three Year contract “PE” Natural Gas Pipe and Fittings
- \$34,790
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 3/01/17 – 3/31/17

•Contract Renewals/Extensions

•**Safe Lawn, Inc.**

- Zone 2 Landscape Maintenance for 9 Months
- SBE – Yes
- Purchase Method – Year 3 of 3 Year Contract by Quotes
- \$36,460
- Budgeted – Yes

•**Safe Lawn, Inc.**

- Zone 3 Landscape Maintenance for 9 Months
- SBE – Yes
- Purchase Method – Year 3 of 3 Year Contract by Quotes
- \$47,020
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 3/01/17 – 3/31/17

•Contract Renewals/Extensions

•**Big Orange Enterprise, LLC**

- Zone 4 Landscape Maintenance for 9 Months
- SBE – Yes
- Purchase Method – Year 3 of 3 Year Contract by Quotes
- \$47,996
- Budgeted – Yes

•**Big Orange Enterprise, LLC**

- Zone 5 Landscape Maintenance for 9 Months
- SBE – Yes
- Purchase Method – Year 3 of 3 Year Contract by Quotes
- \$45,994
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 3/01/17 – 3/31/17

•Quotations & Direct Negotiations

•Atkins North America, Inc.

- Community Awareness Program
- SBE – No
- Purchase Method – Continuing Contract Services under RFQ #15-038 Professional Engineering Services
- \$94,959
- Budgeted – Yes

•Blue Water Construction

- Tree Trimming – Osceola Golf Course
- SBE – Yes
- Purchase Method – Quotations
- \$25,200
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 3/01/17 – 3/31/17

•Quotations & Direct Negotiations

•Naturchem Inc.

- Herbicides & Growth Regulators at Airport Grounds
- SBE – No
- Purchase Method – Quotations
- \$56,760
- Budgeted – Yes

•DRMP Inc.

- Engineering & Design Svcs for Street Rehabilitation – Group 1
- SBE – No
- Purchase Method – Continuing Contract Services Under RFQ #15-038 Professional Engineering Services
- \$64,430
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 3/01/17 – 3/31/17

•Quotations & Direct Negotiations

•DRMP Inc.

- Engineering & Design Svcs for Street Rehabilitation – Group 2
- SBE – No
- Purchase Method – Continuing Contract Services Under RFQ #15-038 Professional Engineering Services
- \$64,430
- Budgeted – Yes

•DRMP Inc.

- Engineering & Design Svcs for Street Rehabilitation – Group 3
- SBE – No
- Purchase Method – Continuing Contract Services Under RFQ #15-038 Professional Engineering Services
- \$59,450
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 3/01/17 – 3/31/17

•State, Federal or Other Buying Contracts

•Hub City Ford Mercury

- 15 Passenger Van
- SBE – No
- Purchase Method – Florida Sheriff's Assn Contract #FSA16-VEL24.0
- \$31,637
- Budgeted – Yes

•Transportation Control Systems

- Video Detection System Equipment
- SBE – No
- Purchase Method – FDOT APL Contract – Traffic Equipment
- \$66,750
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 3/01/17 – 3/31/17

•Owner Direct Purchase for VT Aerospace Hanger Project

•Ready Mix USA LLC

- Concrete products
- SBE – No
- Purchase Method – Owner Direct Purchase
- \$996,426
- Budgeted – Yes

•HD Supply Waterworks Ltd.

- Water & Sewer Main Piping
- SBE – No
- Purchase Method – Owner Direct Purchase
- \$201,900
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 3/01/17 – 3/31/17

•Owner Direct Purchase for VT Aerospace Hanger Project

•S & S Sprinkler Co. LLC

- Fire Alarm System Parts
- SBE – No
- Purchase Method – Owner Direct Purchase
- \$26,180
- Budgeted – Yes

•Stuart Irby Co.

- Electric Power Supplies
- SBE – No
- Purchase Method – Owner Direct Purchase
- \$441,542
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 3/01/17 – 3/31/17

•Owner Direct Purchase for VT Aerospace Hanger Project

•Arbon Equipment Corp.

- HVAC Equipment
- SBE – No
- Purchase Method – Owner Direct Purchase
- \$38,591
- Budgeted – Yes

•Hydro Technologies, inc.

- HVAC Equipment
- SBE – No
- Purchase Method – Owner Direct Purchase
- \$34,196
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 3/01/17 – 3/31/17

•Owner Direct Purchase for VT Aerospace Hanger Project

•Lanico, Inc.

- HVAC Equipment
- SBE – No
- Purchase Method – Owner Direct Purchase
- \$134,851
- Budgeted – Yes

•Tom Borrow Company, Inc.

- HVAC Equipment
- SBE – No
- Purchase Method – Owner Direct Purchase
- \$360,360
- Budgeted – Yes



Monthly Financial Review



March, 2017





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00145

City Council

5/11/2017

SUBJECT:

MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER RICHARD BARKER, JR.