City of Pensacola

Agenda Conference

Agenda - Final

Monday, October 8, 2018, 3:30 PM | **Hagler-Mason Conference Room, 2nd Floor**

ROLL CALL

PRESENTATION ITEMS

1. 18-00388 PRESENTATION REGARDING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)'S 2015 COMPLETE STREET GUIDE BOOK AND DESIGN MANUAL ALONG WITH THE POSSIBLE ADOPTION BY REFERENCE INTO THE CITY CODE.

Recommendation: That City Council be presented information regarding FDOT's 2015 Complete Street Guide Book and Design Manual, with a discussion of the advantage to adopting by reference the same into the City Code. This presentation will take place at the Thursday October 11, 2018 Council Meeting.

Sponsors: Brian Spencer

Attachments: *Resolution No. 29-12*

2. 18-00376 PRESENTATION - SAFE ROUTE BIKE MAPS

Recommendation: That City Council receive a presentation from Christian Wagley regarding safe route bike maps. Further that this presentation be given at the City Council meeting, October 11, 2018.

Sponsors: Sherri Myers

Attachments: *BikePensacola-Logo*
Photo of riders at Slow Ride
North of Creighton Map
South of Creighton Map
Uptown to Downtown Map

3. 18-00378 PRESENTATION - ESCAMBIA COUNTY ANIMAL SHELTER

Recommendation: That City Council receive a presentation from John Robinson, Director of the Escambia County Animal Control Shelter. Further that this presentation be given at the City Council meeting on October 11, 2018.

Sponsors: Sherri Myers

REVIEW OF CONSENT AGENDA ITEMS

4. 18-00283 AWARD OF BID #18-033 RAINTREE STOW MENENDEZ OUTFALLS AT BAYOU TEXAR STORMWATER TREATMENT ENHANCEMENT PROJECT

Recommendation: That City Council award Bid #18-033 Raintree Stow Menendez Outfalls at Bayou Texar Stormwater Treatment Enhancement Project to Brown Construction of Northwest FL., Inc., of Pensacola Florida, the lowest and most responsible bidder with a base bid of $218,988.72, plus 10% contingency of $21,898.87 for a total amount of $240,887.59. Further, that City Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.

Sponsors: Ashton J. Hayward, III

Attachments: *Bid Tabulation, Bid No. 18-033*

Final Vendor Reference List, Bid No. 18-033

Map, Raintree Stow Menendez Outfalls at Bayou Texar Stormwater Treatme

5. 18-00381 COMMUNITY POLICING INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND THE COMMUNITY REDEVELOPMENT AGENCY - FY 2019

Recommendation: That the City Council approve an Interlocal Agreement with the Community Redevelopment Agency for the purpose of providing Community Policing Innovations within the Urban Core Community Redevelopment Area of the CRA for Fiscal Year 2019 in an amount not to exceed $100,000.

Sponsors: Ashton J. Hayward, III

Attachments: *Community Policing Interlocal Agreement FY19_clean 092818*

REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

6. 18-00361 PUBLIC HEARING - ANNEXATION OF PROPERTY - CAMPUS HEIGHTS PHASE II

Recommendation: That City Council conduct the first of two required Public Hearings to consider the annexation of fifty-two (52) parcels in the Campus Heights area, which are all owned by the Pensacola International Airport.

Sponsors: Ashton J. Hayward, III

Attachments: *Map of Annexation Area - Campus Heights Phase II*

Draft - Proposed Ordinance No. 25-18

7. 18-00382 PUBLIC HEARING - PROPOSED COMMUNITY REDEVELOPMENT AGENCY (CRA) URBAN DESIGN OVERLAY DISTRICT

Recommendation: That City Council conduct a public hearing, on October 11, 2018, regarding a Proposed Community Redevelopment Agency (CRA) Urban Design Overlay District.

Sponsors: P.C. Wu

Attachments:
Proposed Ordinance_092718_w markup
Public Outreach and Input Opportunities
Comment Responses & Draft Document -- Draft Comment Period
Comment Responses -- Post Draft Comment Period
Recommended Long Term Strategies -- DPZ CoDESIGN
Transportation Support Document -- Hall Planning & Engineering

8. 27-18 PROPOSED ORDINANCE NO. 27-18 - PROPOSED COMMUNITY REDEVELOPMENT AGENCY(CRA) URBAN DESIGN OVERLAY DISTRICT

Recommendation: That City Council approve Proposed Ordinance No. 27-18 on first reading:

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

Sponsors: P.C. Wu

Attachments: *Proposed Ordinance No. 27-18 (w markup)*

9. 18-00366 QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - GABRIEL ESTATES

Recommendation: That City Council conduct a quasi-judicial hearing on October 11, 2018 to consider approval of the final subdivision plat - Gabriel Estates.

Sponsors: Ashton J. Hayward, III

Attachments:
Subdivision Plat Application, Gabriel Estates, dated August 20, 2018
Final Subdivision Plat, Gabriel Estates, dated September 2018
Plat Boundary Survey, Gabriel Estates, dated July 17, 2018
September 18, 2018 Planning Board Minutes

10. 18-00372 APPOINTMENT - PLANNING BOARD

Recommendation: That City Council appoint an individual who is a resident of the city or owner of property in the city, to the Planning Board to fill the unexpired term of Victor L. Jordan, ending July 14, 2019.

Sponsors: Gerald Wingate

Attachments:
Member List
Nomination Form - Patrick Boudreaux
Application of Interest - Patrick Boudreaux
Nomination Form - Linda Gray
Application of Interest - Linda Gray
Nomination Form - Laurie Murphy
Application of Interest - Laurie Murphy
Bio - Laurie Murphy
Nomination Form - Kirwan Price
Application of Interest - Kirwan Price
Nomination Forms - Ryan N_ Wiggins
Application of Interest - Ryan N Wiggins
Bio - Ryan N Wiggins
Ballot

11. 18-00384 PROPOSED PURCHASE AND SALE AGREEMENT PARCELS I, IA AND III INCLUDED IN THE SEVILLE HARBOUR LEASE

Recommendation: That City Council approve the Purchase and Sale Agreement submitted by Seville Harbour, Inc. to the City for the purchase of Parcels I, IA and III included in the Seville Harbour lease subject to City Council adoption of Proposed Ordinance 28-18 on final reading. Further, that City Council authorize the Mayor to execute all agreements and take all action necessary to complete the transaction.

Sponsors: Ashton J. Hayward, III

Attachments: *Pitt Slip Parcels I, IA and III Appraisal dated June 6, 2018*

12. 28-18 PROPOSED ORDINANCE NO. 28-18 - AMENDING SECTION 2-3-4 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; EXCLUDING PARCELS I, IA AND III INCLUDED IN THE SEVILLE HARBOR LEASE

Recommendation: That City Council approve Proposed Ordinance No. 28-18 on first reading.

AN ORDINANCE AMENDING SECTION 2-3-4 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; EXCLUDING PARCELS I, IA AND III INCLUDED IN THE SEVILLE HARBOR LEASE PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Ashton J. Hayward, III

Attachments: *Proposed Ordinance 28-18*

13. 18-00387 12TH AVENUE TREE TUNNEL, SIGNAGE RE: PARKING AND DRIVING ON RIGHT OF WAY - RECOMMENDATION FROM ENVIRONMENTAL ADVISORY BOARD

Recommendation: That City Council request the placement of signage along the 12th Avenue tree tunnel prohibiting the driving and parking on the right of way, which is damaging the root systems of the trees.

Sponsors: Sherri Myers

14. 18-00385 HISTORIC PRESERVATION COMMISSION -- REFERRAL TO THE PLANNING BOARD FOR REVIEW AND RECOMMENDATION

Recommendation: That City Council refer to the Planning Board the proposed amendments to the Land Development Code to establish a Historic Preservation Commission for the City of Pensacola.

Sponsors: Jewel Cannada-Wynn

Attachments: *HISTORIC PRESERVATION COMMISSION - PROPOSED*

15. 18-46 SUPPLEMENTAL BUDGET RESOLUTION NO. 18-46 - AMENDING THE FISCAL YEAR 2019 BUDGET - SKATEBOARD PARK FUNDING

Recommendation: That City Council adopt Supplemental Budget Resolution No. 18-46.

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

Sponsors: Andy Terhaar

Attachments: *Supplemental Budget Resolution No. 18-46*
Supplemental Budget Explanation No. 18-46

16. 18-00364 AWARD OF CONTRACT- BID #18-035 BAYVIEW COMMUNITY RESOURCE CENTER

Recommendation: That City Council award a contract for Bid # 18-035 Bayview Community Resource Center to _____, the lowest and most responsible bidder for construction of the new Bayview Community Resource Center, with a base bid of $X,XXX,XXX, plus a __% contingency of $XXX,XXX for a total amount of $X,XXX,XXX. Further, that Council authorize the Mayor to execute the contract and take all actions necessary to complete the project

Sponsors: Ashton J. Hayward, III

17. 18-00368 PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMET (FSTED) GRANT #44102729401 - BERTHS 3 AND 5 DREDGING

Recommendation: That City Council authorize the Mayor to accept the State of Florida, Florida Seaport Transportation Economic Development (FSTED) grant # 44102729401 in the total amount of $147,600 comprised of $110,700 in FSTED funds and $36,900 in local match. Further, that City Council authorize the Mayor to take all actions necessary for the acceptance of the grant. Finally, that City Council approve the supplemental budget resolution appropriating the grant funds.

Sponsors: Ashton J. Hayward, III

Attachments: *Public Transportation Joint Participation Agreement*

Supplemental Budget Resolution No. 18-45

Supplemental Budget Explanation No. 18-45

18. 18-45 SUPPLEMENTAL BUDGET RESOLUTION NO. 18-45 - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT DREDGING PORT BERTHS 3 AND 5

Recommendation: That City Council adopt Supplemental Budget Resolution No. 18-45.

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

Sponsors: Ashton J. Hayward, III

Attachments: *Supplemental Budget Resolution No. 18-45*

Supplemental Budget Explanation No. 18-45

19. 18-00369 HAZARD MITIGATION GRANT PROGRAM (HMGP) GRANT - ACQUISITION OF PROPERTIES LOCATED AT 925, 927, AND 975 WEST LEE STREET

Recommendation: That City Council authorize the purchase of 925 West Lee Street Parcel ID# 00-0S-00-9050-130-053 for $58,000; 927 West Lee Street Parcel ID# 00-0S-00-9050-110-053 for $110,000 and 975 West Lee Street Parcel ID# 00-0S-00-9050-090-053 for $140,000 for a total sale amount of $308,000 plus purchase additives and closing costs of $5,764 for a total amount of $313,764. Further, that the City Council authorize the Mayor to take all actions necessary to complete transaction.

Sponsors: Ashton J. Hayward, III

Attachments: *Summary Appraisal Report, 925 West Lee Street*
Summary Appraisal Report, 927 West Lee Street
Settlement Statement, 927 West Lee Street
Summary Appraisal Report, 975 West Lee Street
Location Map, West Lee Street

20. 18-44 SUPPLEMENTAL BUDGET RESOLUTION NO. 18-44 - APPROPRIATING FUNDING IN CONNECTION WITH THE PAYOFF OF THE AIRPORT FACILITIES GRANT ANTICIPATION NOTE, SERIES 2016.

Recommendation: That City Council adopt Supplemental Budget Resolution No. 18-44.

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

Sponsors: Ashton J. Hayward, III

Attachments: *Supplemental Budget Resolution No. 18-44*
Supplemental Budget Explanation No. 18-44

21. 18-47 RESOLUTION NO. 18-47 - SUPPORT FOR MARSY'S LAW - A VICTIMS' RIGHTS AMENDMENT TO THE FLORIDA CONSTITUTION.

Recommendation: That City Council adopt Resolution No. 18-47:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA IN SUPPORT OF MARSY'S LAW - A VICTIMS' RIGHTS AMENDMENT TO THE CONSTITUTION OF THE STATE OF FLORIDA

Sponsors: Gerald Wingate

Attachments: *Resolution No. 18-47*

FOR DISCUSSION

22. 18-00379 TREATMENT OF CITIZENS BY CERTAIN MEMBERS OF THE PLANNING BOARD DURING THE DISCUSSION OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) URBAN DESIGN OVERLAY DISTRICT AT THE SEPTEMBER 18, 2018 PLANNING BOARD MEETING

Sponsors: Sherri Myers

Attachments: *18Sept2018 Planning Bd (MP3)*

INFORMATIONAL ITEMS

CONSIDERATION OF ANY ADD-ON ITEMS

READING OF ITEMS FOR COUNCIL AGENDA

COMMUNICATIONS

City Administrator's Communication

City Attorney's Communication

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

23. 18-00033 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 #: 18-00388 City Council 10/11/2018

PRESENTATION ITEM

FROM: City Council Member Brian Spencer

SUBJECT:

PRESENTATION REGARDING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)'S 2015 COMPLETE STREET GUIDE BOOK AND DESIGN MANUAL ALONG WITH THE POSSIBLE ADOPTION BY REFERENCE INTO THE CITY CODE.

REQUEST:

That City Council be presented information regarding FDOT's 2015 Complete Street Guide Book and Design Manual, with a discussion of the advantage to adopting by reference the same into the City Code. This presentation will take place at the Thursday October 11, 2018 Council Meeting.

SUMMARY:

The FDOT 2015 Complete Street Guide Book and Design Manual is currently in use throughout the State. This presentation will discuss the advantage to adopting by reference the Guide Book and Design Manual into the City Code.

PRIOR ACTION:

August 9, 2012 - City Council adopted Resolution No. 29-12 - A Resolution establishing a complete streets policy to integrate bicycling, walking and public transit with the City's transportation programs, projects and policy initiatives.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) Resolution No. 29-12

PRESENTATION: Yes

RESOLUTION
NO. 29-12

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY OF PENSACOLA ESTABLISHING A COMPLETE STREETS POLICY TO INTEGRATE BICYCLING, WALKING AND PUBLIC TRANSIT WITH THE CITY'S TRANSPORTATION PROGRAMS, PROJECTS, AND POLICY INITIATIVES.

WHEREAS, in 2005, the Florida Legislature directed the Florida Department of Transportation (FDOT) to determine ways to increase the use of bicycles in order to conserve energy, reduce pollution, and improve health, and established FDOT's Conserve by Bicycle Program Study, which recommended that "public agencies accommodate bicycling on all non-limited access roadways in Florida" ; and

WHEREAS, Florida Statutes, Section 335.065, titled "Bicycle and pedestrian ways along state roads and transportation facilities" is part of FDOT's Pedestrian and Bicycle Procedure and states that "Bicycle and pedestrian ways shall be given full consideration in the planning and development of transportation facilities...and bicycle and pedestrian ways shall be established with the construction, reconstruction, or other change of any state transportation facility..."; and

WHEREAS, the streets of a city are an important part of the livability of the overall community. They should be designed with all users in mind - including bicyclists, public transportation vehicles and riders, and pedestrians of all ages and abilities; and

WHEREAS, streets that support and invite multiple uses, including safe, active, and ample space for pedestrians, bicycles, and transit are more conducive to the overall quality of life of a community, rather than streets designed primarily to move automobiles; and

WHEREAS, encouraging active transportation such as walking and biking offers the potential for improved public health, a cleaner environment, and a more livable community; and

WHEREAS, the City of Pensacola's Comprehensive Plan includes goals, objectives and policies that support Complete Streets and multi-modal transportation options; NOW, THEREFORE,

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

SECTION 1. That the City Council affirms that all road projects should be designed to comfortably accommodate all users to the fullest extent possible; that bicycling, walking and public transit accommodations should be a routine component of the City's planning, design, construction, maintenance and operating activities; and that bicycle and pedestrian ways should be considered in new construction, reconstruction, resurfacing, or other retrofit road and bridge projects.

SECTION 2. That the City Council recognizes that limited exceptions to these accommodations are allowed under Florida Statutes, 335.065 related to state controlled roadways. The City Council will consider on a case by case basis exceptions to these accommodations along City roadways, and will highly encourage other jurisdictions to respect and use a similar approach to complete streets for all streets under their control within the incorporated City limits of Pensacola.

SECTION 3. That the City Council encourages the State of Florida, FDOT, and Escambia County to embrace and adopt complete street guidelines and policies and integrate them into their standard street design and operations.

SECTION 4. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 5. This Resolution shall take effect immediately upon its adoption by the city council of the City of Pensacola, Florida.

Adopted: August 9, 2012

Approved: _____
President of City Council

Attest:

_____
City Clerk

Legal in form and valid
as drawn:

_____
City Attorney

CITY COUNCIL MEMORANDUM

August 9, 2012
Item 16A

TO: City Council

FROM: Sam Hall, Council President

SUBJECT: Resolution No. 29-12 – Complete Streets

RECOMMENDATION:

That City Council adopt Resolution No. 29-12.

SUMMARY:

Complete Streets offer many benefits to communities of all sizes. Efficient and accessible connections between residences, schools, parks, public transportation, offices, and retail destinations can produce an economic benefit. Safety is increased when roads are designed for pedestrian and bicycle travel, and by encouraging more walking and bicycling public health can be improved. Streets that provide multiple travel choices can give people the option to leave their cars at home to avoid traffic jams, and this, in turn, has the ability to increase the overall capacity of the local transportation network. Streets that provide room for bicycling and walking result in more children walking and biking to school. Safe Routes to School programs, which are becoming increasingly popular across the country, benefit from complete streets policies that help turn all routes into safe routes.

By adopting a resolution supporting Complete Streets, the City acknowledges and affirms that road projects should be designed to accommodate all users to the fullest extent possible, and that bicycle and pedestrian ways should be considered in new construction, reconstruction, resurfacing, or other retrofit road projects.

PRIOR ACTION:

In 2010, City Council adopted Complete Streets policies into the Transportation Element within the Goals Objectives and Policies document of the City's Comprehensive Plan.

FUNDING: Budget: N/A
Actual: N/A

ATTACHMENTS: Res. 29-12

PRESENTATION: No.

RESOLUTION
NO. 29-12

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY OF PENSACOLA ESTABLISHING A COMPLETE STREETS POLICY TO INTEGRATE BICYCLING, WALKING AND PUBLIC TRANSIT WITH THE CITY'S TRANSPORTATION PROGRAMS, PROJECTS, AND POLICY INITIATIVES.

WHEREAS, in 2005, the Florida Legislature directed the Florida Department of Transportation (FDOT) to determine ways to increase the use of bicycles in order to conserve energy, reduce pollution, and improve health, and established FDOT's Conserve by Bicycle Program Study, which recommended that "public agencies accommodate bicycling on all non-limited access roadways in Florida" ; and

WHEREAS, Florida Statutes, Section 335.065, titled "Bicycle and pedestrian ways along state roads and transportation facilities" is part of FDOT's Pedestrian and Bicycle Procedure and states that "Bicycle and pedestrian ways shall be given full consideration in the planning and development of transportation facilities...and bicycle and pedestrian ways shall be established with the construction, reconstruction, or other change of any state transportation facility..."; and

WHEREAS, the streets of a city are an important part of the livability of the overall community. They should be designed with all users in mind - including bicyclists, public transportation vehicles and riders, and pedestrians of all ages and abilities; and

WHEREAS, streets that support and invite multiple uses, including safe, active, and ample space for pedestrians, bicycles, and transit are more conducive to the overall quality of life of a community, rather than streets designed primarily to move automobiles; and

WHEREAS, encouraging active transportation such as walking and biking offers the potential for improved public health, a cleaner environment, and a more livable community; and

WHEREAS, the City of Pensacola's Comprehensive Plan includes goals, objectives and policies that support Complete Streets and multi-modal transportation options; NOW, THEREFORE,

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

SECTION 1. That the City Council affirms that all road projects should be designed to comfortably accommodate all users to the fullest extent possible; that bicycling, walking and public transit accommodations should be a routine component of the City's planning, design, construction, maintenance and operating activities; and that bicycle and pedestrian ways should be considered in new construction, reconstruction, resurfacing, or other retrofit road and bridge projects.

SECTION 2. That the City Council recognizes that limited exceptions to these accommodations are allowed under Florida Statutes, 335.065 related to state controlled roadways. The City Council will consider on a case by case basis exceptions to these accommodations along City roadways, and will highly encourage other jurisdictions to respect and use a similar approach to complete streets for all streets under their control within the incorporated City limits of Pensacola.

SECTION 3. That the City Council encourages the State of Florida, FDOT, and Escambia County to embrace and adopt complete street guidelines and policies and integrate them into their standard street design and operations.

SECTION 4. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 5. This Resolution shall take effect immediately upon its adoption by the city council of the City of Pensacola, Florida.

Adopted: August 9, 2012

Approved: _____
President of City Council

Attest:

_____
City Clerk

Legal in form and valid
as drawn:

_____
City Attorney

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August 9, 2012
Item 16A

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FROM: Sam Hall, Council President

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PRIOR ACTION:

In 2010, City Council adopted Complete Streets policies into the Transportation Element within the Goals Objectives and Policies document of the City's Comprehensive Plan.

FUNDING: Budget: N/A
Actual: N/A

ATTACHMENTS: Res. 29-12

PRESENTATION: No.

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00376 | City Council | 10/11/2018

PRESENTATION ITEM

FROM: City Council Vice President Sherri F. Myers

SUBJECT:

PRESENTATION - SAFE ROUTE BIKE MAPS

REQUEST:

That City Council receive a presentation from Christian Wagley regarding safe route bike maps. Further that this presentation be given at the City Council meeting, October 11, 2018.

SUMMARY:

Mr. Wagley has developed certain safe route bike maps that will be presented to City Council for their review.

PRIOR ACTION:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) Bike Pensacola logo
2) Photo of riders at Slow Ride
3) North of Creighton map
4) South of Creighton map
5) Uptown to downtown map

PRESENTATION: Yes

BIKE
PENSACOLA

TEAM NEVER QUIT

BIKE PENSACOLA

www.BikePensacola.org

/bikepensacola

Family Safe Riding

Uptown Bike Loop - North of Creighton

Legend

- Route - Uptown Loop
- Parks

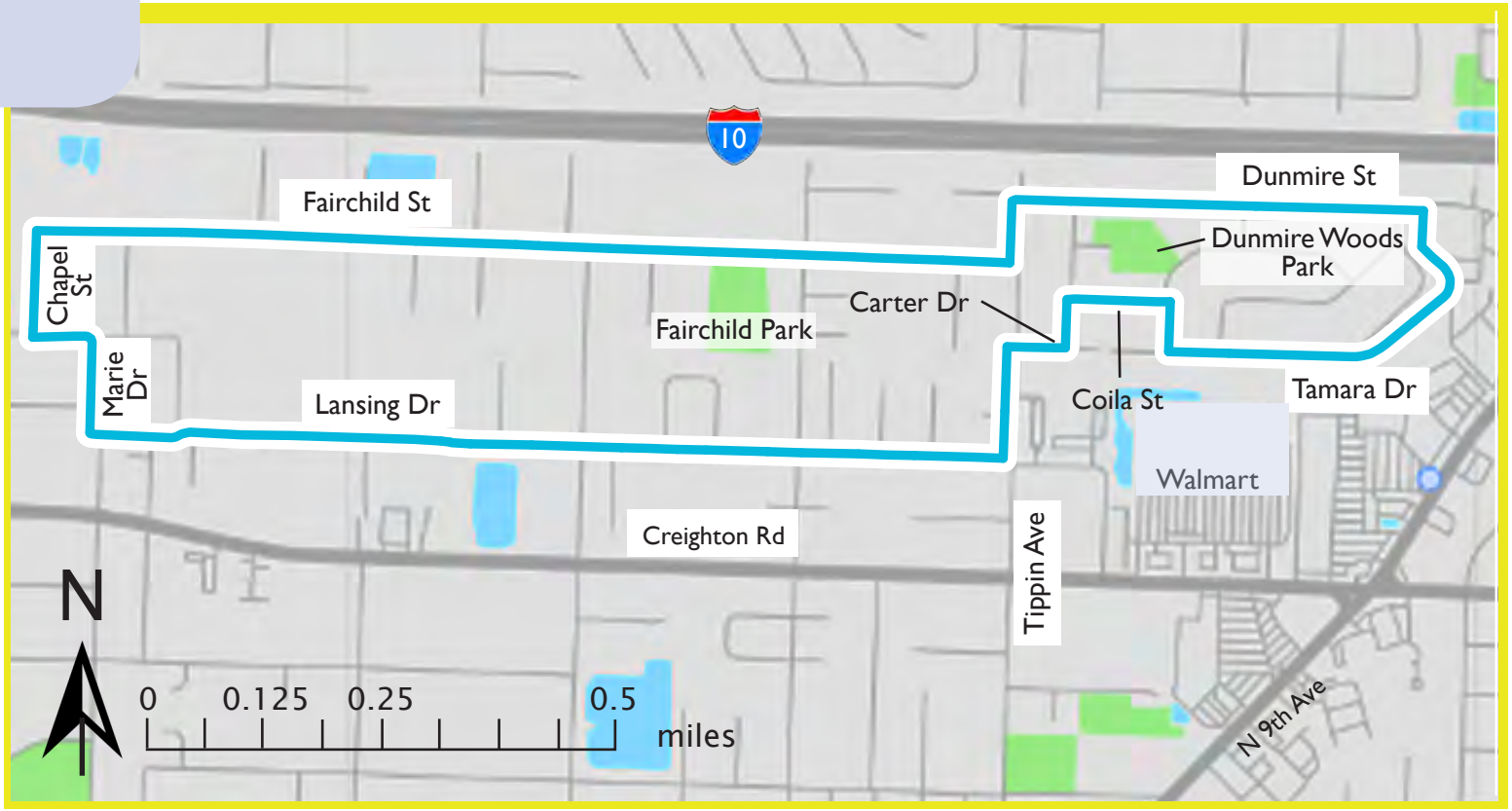
Route

An easy 3.9 mile ride through residential neighborhoods.

About Us

Bike Pensacola is a coalition of bicyclists, bike clubs, bike shops, and other organizations working to improve conditions for bicycling in Pensacola.

Find us on Facebook to learn more about our advocacy and see our calendar of Slow Rides and other events!



This map was created by Bike Pensacola through the financial support of Pensacola City Council discretionary funds awarded by Councilwoman Sherri Myers

Pensacola City Council District 2

The League of American Bicyclists provides **Five Rules of the Road**, which prepare you for safe and fun bicycling no matter where you're riding.

FOLLOW THE LAW

Your safety and image of bicyclists depend on you. You have the same rights and responsibilities as drivers. Obey traffic signals and stop signs. Ride with traffic; use the rightmost lane headed in the direction you are going.

BE PREDICTABLE

Make your intentions clear to everyone on the road. Ride in a straight line and don't swerve between parked cars. Signal turns, and check behind you well before turning or changing lanes.

BE CONSPICUOUS

Ride where people can see you and wear bright clothing. Use a front white light, red rear light and reflectors when visibility is poor. Make eye contact with others and don't ride on sidewalks.

THINK AHEAD

Anticipate what drivers, pedestrians, and other people on bikes will do next. Watch for turning vehicles and ride outside the door zone of parked cars. Look out for debris, potholes, and other road hazards. Cross railroad tracks at right angles.

RIDE READY

Check that your tires are sufficiently inflated, brakes are working, chain runs smoothly, and quick release levers are closed. Carry tools and supplies that are appropriate for your ride. Wear a helmet.

Learn more at: bikeleague.org

BIKE PENSACOLA

www.BikePensacola.org

/bikepensacola

Family Safe Riding

Uptown Bike Loop - South of Creighton

Legend

- Route - Uptown Loop
- Parks

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An easy 3.9 mile ride through residential neighborhoods.

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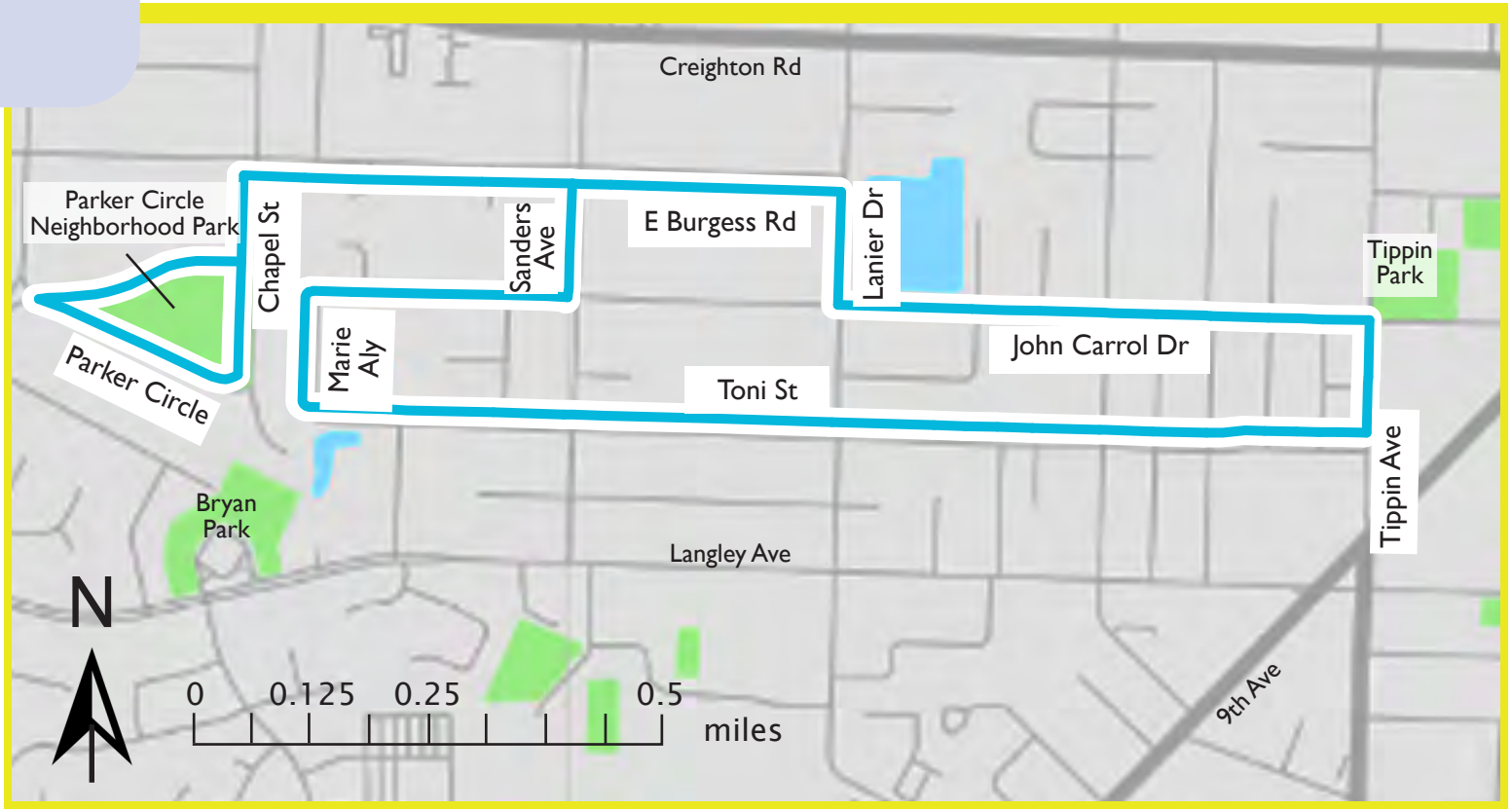

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Check that your tires are sufficiently inflated, brakes are working, chain runs smoothly, and quick release levers are closed. Carry tools and supplies that are appropriate for your ride. Wear a helmet.

Learn more at: bikeleague.org

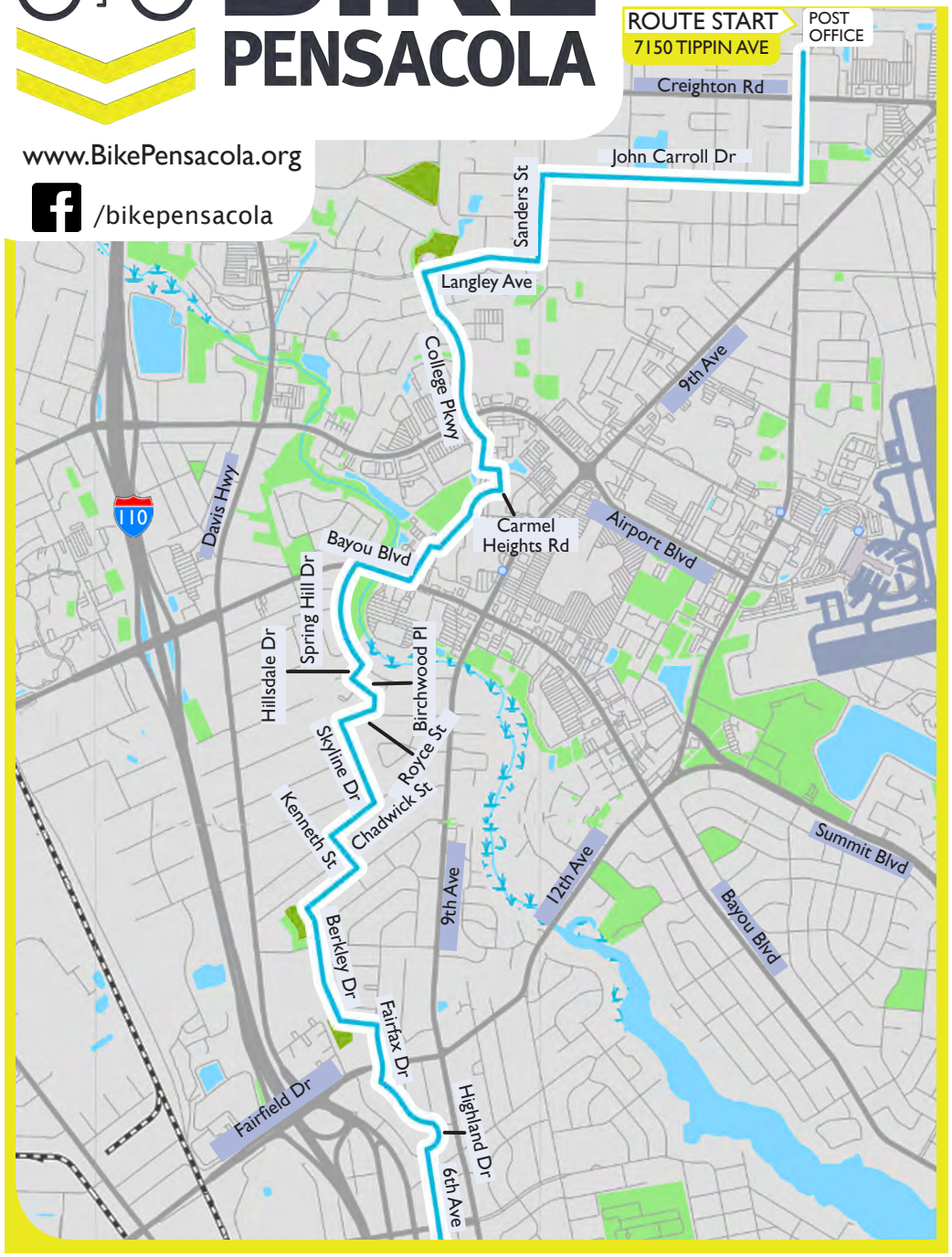
BIKE PENSACOLA

Safe Riding Route: Uptown to Downtown

Bike Pensacola is a coalition of bicyclists, bike clubs, bike shops, and other organizations working to improve conditions for bicycling in Pensacola.

www.BikePensacola.org

/bikepensacola



ROUTE

Riding South beginning at Tippin Park.
Right - John Carroll Dr.
Left – Sanders St.
Right – Langley Ave.
Left – College Pkwy.
Right – Carmel Heights Rd.
Slight Right – after stop sign
Right turn – Right turn only stop sign
Right – Bayou Blvd
Left – Springhill Dr.
Right – Hillsdale Dr.
Left – Birchwood Pl
Right – Royce St
Left - Skyline Dr.
Right – Chadwick St.
Left – Kenneth St.
Right – Berkley Dr.
Slight right to continue Berkley Dr.
Right – Fairfax Dr.
Right – E Highland Dr.
Left – N 6th Ave.
Right – Torres Ave
Straight through intersection onto 6th ave.
Right – E Strong St.
Left – Dr. MLK Jr. Dr
Cross Cervantes –
Dr. MLK Jr. turns into N Alcaniz St.
Right – E Jackson St.
Left – N Guillemard St.
Right – E Wright St.
Left – Palafox St.
End – Plaza De Luna

Note:
MLK Jr. Dr. is ONE WAY Southbound.
When riding north, just reverse these directions, adding-in the use of N Davis St. to cross Cervantes St.

The League of American Bicyclists provides **Five Rules of the Road**, which prepare you for safe and fun bicycling no matter where you're riding.

FOLLOW THE LAW

Your safety and image of bicyclists depend on you. You have the same rights and responsibilities as drivers. Obey traffic signals and stop signs. Ride with traffic; use the rightmost lane headed in the direction you are going.

BE PREDICTABLE

Make your intentions clear to everyone on the road. Ride in a straight line and don't swerve between parked cars. Signal turns, and check behind you well before turning or changing lanes.

BE CONSPICUOUS

Ride where people can see you and wear bright clothing. Use a front white light, red rear light and reflectors when visibility is poor. Make eye contact with others and don't ride on sidewalks.

THINK AHEAD

Anticipate what drivers, pedestrians, and other people on bikes will do next. Watch for turning vehicles and ride outside the door zone of parked cars. Look out for debris, potholes, and other road hazards. Cross railroad tracks at right angles.

RIDE READY

Check that your tires are sufficiently inflated, brakes are working, chain runs smoothly, and quick release levers are closed. Carry tools and supplies that are appropriate for your ride. Wear a helmet.

Learn more at: bikeleague.org

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00378 | City Council | 10/11/2018

PRESENTATION ITEM

FROM: City Council Vice President Sherri F. Myers

SUBJECT:

PRESENTATION - ESCAMBIA COUNTY ANIMAL SHELTER

REQUEST:

That City Council receive a presentation from John Robinson, Director of the Escambia County Animal Control Shelter. Further that this presentation be given at the City Council meeting on October 11, 2018.

SUMMARY:

A presentation given by John Robinson, the Director of the Escambia County Animal Control Shelter giving an overview of the challenges faced within the City and the County as it relates to stray animals.

PRIOR ACTION:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) None

PRESENTATION: Yes

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00283 | City Council | 10/11/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

AWARD OF BID #18-033 RAINTREE STOW MENENDEZ OUTFALLS AT BAYOU TEXAR STORMWATER TREATMENT ENHANCEMENT PROJECT

RECOMMENDATION:

That City Council award Bid #18-033 Raintree Stow Menendez Outfalls at Bayou Texar Stormwater Treatment Enhancement Project to Brown Construction of Northwest FL., Inc., of Pensacola Florida, the lowest and most responsible bidder with a base bid of $218,988.72, plus 10% contingency of $21,898.87 for a total amount of $240,887.59. Further, that City Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The scope of this project is to provide stormwater treatment for two currently untreated drainage sub-basins within the Bayou Texar Watershed. This treatment will be provided by fitting the underground stormwater conveyance system with two proprietary underground treatment units with associated structures and piping. This project is consistent with current technology for stormwater retrofit treatment and is part of an ongoing program utilized throughout the City to improve the water quality of area waterways.

PRIOR ACTION:

None

FUNDING:

Budget:	$ 415,000.00	
Actual:	$218,988.72	Construction Contract
	21,898.87	10% Contingency
	59,856.59	Engineering Design/Permitting/Surveying
	28,000.00	Engineering Management/Inspection (Estimate)

5,000.00	Construction Testing/Misc. (Estimate)
$333,744.18	

FINANCIAL IMPACT:

The total budget for this project is $415,000.00 and is funded within the Stormwater Capital Projects Fund. To date, $59,856.59 has been expended for completed items related to Surveying, Engineering Design, Studies and Permitting leaving a balance of $355,143.41. The remaining budget balance is sufficient to cover the remaining items that have yet to be completed/expended.

CITY ATTORNEY REVIEW: Yes

9/19/2018

STAFF CONTACT:

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

ATTACHMENTS:

1) Bid Tabulation, Bid No. 18-033
2) Final Vendor Reference List, Bid No. 18-033
3) Map, Raintree Stow Menendez Outfalls at Bayou Texar Stormwater Treatment Enhancement Project

PRESENTATION: No

TABULATION OF BIDS

BID NO: 18-033

TITLE: RAINTREE STOW & MENENDEZ OUTFALLS AT BAYOU TEXAR STORMWATER TREATMENT ENHANCEMENT

OPENING DATE: September 13, 2018 OPENING TIME: 2:30 P.M. DEPARTMENT: Engineering	BROWN CONSTRUCTION OF NWFL Pensacola, FL	ROADS, INC. OF NWF Cantonment, FL	B&W UTILITIES, INC. Cantonment, FL	J. MILLER CONSTRUCTION, INC. Pensacola, FL	SITE & UTILITY, LLC Pensacola, FL
Base Bid	$218,988.72	$225,029.85	$256,019.25	$411,756.63	$488,199.00
M/WBE Participation	11.5%	5%	5.1%	3.5%	0%
Attended Prebid	Yes	Yes	Yes	Yes	Yes

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Opening Date: 09/13/18 **Bid No.: 18-033**

FINAL VENDOR REFERENCE LIST

RAINTREE STOW & MENENDEZ OUTFALLS AT BAYOU TEXAR STORMWATER TREATMENT ENHANCEMENT

ENGINEERING

Vendor	Name	Address	City	St	Zip Code	SMWBE
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	
000377	BASKERVILLE DONOVAN	449 WEST MAIN ST	PENSACOLA	FL	32502	
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
053457	BIRKSHIRE JOHNSTONE LLC	11 CLARINDA LANE	PENSACOLA	FL	32505	Y
068571	B&W UTILITIES INC	1610 SUCCESS DR	CANTONMENT	FL	32533	
065013	BKW INC	5615 DUVAL STREET	PENSACOLA	FL	32503	Y
029184	BLARICOM, KIRK VAN DBA KIRK CONSTRUCTION COMPANY	619 GREEN HILLS ROAD	CANTONMENT	FL	32533	Y
022856	BROWN CONSTRUCTION OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y
042045	CHAVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534	Y
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	Y
057454	COASTAL PILE DRIVING INC	2201 VALLEY ESCONDIDO DRIVE	PENSACOLA	FL	32526	
045454	COASTLINE STRIPING INC	8840 FOWLER AVENUE	PENSACOLA	FL	32534	
058302	CONTECH	182 MONTGOMERY STREET	SANTA ROSA BEACH	FL	32455	
060876	CREATIVE PUBLIC AMENITIES	1317 JOHN CARROLL DRIVE	PENSACOLA	FL	32504	
036146	CRONIN CONSTRUCTION INC	913 GULF BREEZE PKWY STE 12	GULF BREEZE	FL	32561	Y
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	Y
032038	EVANS CONTRACTING INC	289 NOWAK RD	CANTONMENT	FL	32533	
058842	EVERS COMMERCIAL SERVICES OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	
033421	FLOYD BROTHERS CONSTRUCTION	101 EAST 9 1/2 MILE ROAD	PENSACOLA	FL	32534	Y
032792	GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534	Y
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
053862	GFD CONSTRUCTION INC	8777 ASHLAND AVE	PENSACOLA	FL	32514	
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	Y
034504	GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE	PO BOX 17844	PENSACOLA	FL	32522	
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE	PENSACOLA	FL	32501	Y
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	
055520	GULF COAST UTILITY CONTRACTORS	13938 HIGHWAY 77	PANAMA CITY	FL	32409	
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
050489	HAILE, MICHAEL JACKSON DBA THE HAILE COMPANY OF NW FL INC	PO BOX 13425	PENSACOLA	FL	32591	
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501-4331	
001597	HEATON BROTHERS CONSTRUCTION CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526	
052866	HEWES & COMPANY LLC	390 SELINA ST	PENSACOLA	FL	32503	Y
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y
049240	J MILLER CONSTRUCTION INC	201 SOUTH "F" STREET	PENSACOLA	FL	32501	Y
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	
058332	LEIDNER BUILDERS INC	409 N PACE BLVD	PENSACOLA	FL	32505	Y
058801	M & H CONSTRUCTION SVCS INC	4782 MALLARD CREEK ROAD	PENSACOLA	FL	32526	Y
052456	MEI LING DAVIS LLC	PO BOX 18155	PENSACOLA	FL	32523	
053467	MIDSOUTH PAVING INC	4375 MCCOY DRIVE	PENSACOLA	FL	32503	
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
049208	NWF PAVING AND BLACK TOP INC	3709 WEST BRAINERD STREET	PENSACOLA	FL	32505	
051747	PAEDAE PROPERTIES INC	5104 NORTH W STREET	PENSACOLA	FL	32505	
002720	PANHANDLE GRADING & PAVING INC	2665 SOLO DOS FAMILIAF	PENSACOLA	FL	32534	
030951	PAV'R CONSTRUCTION INC	501 EAST GREGORY ST STE 3	PENSACOLA	FL	32502	

Opening Date: 09/13/18 **Bid No.: 18-033**

FINAL VENDOR REFERENCE LIST

RAINTREE STOW & MENENDEZ OUTFALLS AT BAYOU TEXAR STORMWATER TREATMENT ENHANCEMENT

ENGINEERING

Vendor	Name	Address	City	St	Zip Code	SMWBE
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
003956	PENSACOLA CONCRETE CONSTRUCTION CO INC	P O BOX 2787	PENSACOLA	FL	32513	
074355	PENSACOLA NEWS JOURNAL	P O BOX 12710	PENSACOLA	FL	32591	
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	Y
066152	PRINCIPLE PROPERTIES INC	4371 MARILYN COURT	GULF BREEZE	FL	32563	Y
051133	PUGH, KEVIN D DBA KEVIN D PUGH SITE & DOZER WORKS LLC	5731 STEWART ROAD	WALNUT HILL	FL	32568	Y
050307	QCFS MANAGEMENT GROUP INC	3326 NORTH W STREET	PENSACOLA	FL	32505	
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
021834	RANDALL CHAVERS SEPTIC TANK INC DBA R & L PRODUCTS	9492 PENSACOLA BLVD	PENSACOLA	FL	32534	
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	Y
067564	ROBERSON UNDERGROUND UTILITY LLC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	Y
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	Y
042044	SALTER/3C'S CONSTRUCTION CO	4512 TRICE RD	MILTON	FL	32571	
052761	SEASIDE GOLF DEVELOPMENT INC	312 N DAVIS HWY	PENSACOLA	FL	32501	
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	Y
059753	SITE WORX OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
057995	T&W BREAKING GROUND LLC	5748 PRINCETON DRIVE	PENSACOLA	FL	32526	
066848	TALCON GROUP LLC	156 DUPONT ROAD	HAVANA	FL	32333	
045247	TEAM POWER SOLUTIONS	4033 WILLIS WAY	MILTON	FL	32583	
002839	TERHAAR & CRONLEY GENERAL CONTRACTOR INC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	Y
053924	THOMPSON CONTRACTOR RESOURCES INC	196 E NINE MILE RD SUITE C	PENSACOLA	FL	32534	
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	
030096	W D ROGERS MECHANICAL CONTRACTORS INC	3018 NORTH DAVIS HWY	PENSACOLA	FL	32503	
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	Y
070332	WILLIAMS INDUSTRIAL	902 SOUTH MCGEE ROAD	BONIFAY	FL	32425	
045140	WIT CONSTRUCTION SVCS LLC	1161 WEST DETROIT BLVD	PENSACOLA	FL	32534	
044856	WOLFE CONSTRUCTION	40 W NINE MILE ROAD #2 SUITE 212	PENSACOLA	FL	32534	Y

Vendors: 80

RAINTREE STOW AND MENENDEZ OUTFALLS AT BAYOU TEXAR STORMWATERTREATMENT ENHANCEMENT PROJECT

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PENSACOLA
THE UPSIDE of FLORIDA

DEPARTMENT OF PUBLIC WORKS AND FACILITIES
ENGINEERING AND CONSTRUCTION SERVICES DIVISION

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00381 | City Council | 10/11/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

COMMUNITY POLICING INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND THE COMMUNITY REDEVELOPMENT AGENCY - FY 2019

RECOMMENDATION:

That the City Council approve an Interlocal Agreement with the Community Redevelopment Agency for the purpose of providing Community Policing Innovations within the Urban Core Community Redevelopment Area of the CRA for Fiscal Year 2019 in an amount not to exceed $100,000.

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.

May 8, 2017 - CRA approved the extension of the Interlocal Service Agreement between the City and CRA for Community Policing until September 30, 2018.

FUNDING:

Budget: $100,000

Actual: $100,000

FINANCIAL IMPACT:

Funding in the amount of $100,000 was approved in the CRA FY 2019 Budget for the Interlocal Agreement.

CITY ATTORNEY REVIEW: Yes

9/28/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
M. Helen Gibson, CRA Administrator
Victoria D'Angelo, Assistant CRA Administrator

ATTACHMENTS:

1) Community Policing Interlocal Agreement FY 2019

PRESENTATION: No

INTERLOCAL AGREEMENT
FOR COMMUNITY POLICING INNOVATIONS
FY 2019

between

THE COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF PENSACOLA, FLORIDA

and

THE CITY OF PENSACOLA, FLORIDA

This **INTERLOCAL AGREEMENT** (the " Agreement"), is made and entered into as of this _____day of _____, 2018 and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA**, a public body corporate and politic of the State of Florida (the "Agency"), and the **CITY OF PENSACOLA, FLORIDA**, a Florida municipal corporation created under the laws of the State of Florida (the "City").

W I T N E S S E T H:

WHEREAS, the City Council of the City of Pensacola, Florida (the "City Council"), adopted Resolution No. 54-80 on September 25, 1980, which finding and determining the area described therein known as the "Urban Core Community Redevelopment Area," to be a "blighted area" (as defined in Section 163.340, Florida Statutes) and to be in need of redevelopment, rehabilitation and improvement, which finding and determination was reaffirmed in Resolution No. 65-81, adopted by the City Council on October 22, 1981; and

WHEREAS, on September 25, 1980, the City Council adopted Resolution No. 55-80, which, created the Community Redevelopment Agency, and declared the City Council to be the Agency as provided in Section 163.356, Florida Statutes; and

WHEREAS, on August 19, 2010, the City Council adopted Resolution 22-10, which amended Resolution No. 55-80 and provided for the continuation of the Pensacola Community Redevelopment Agency in conformity with the provisions of the 2010 Charter; and

WHEREAS, on March 8, 1984, the City Council adopted Ordinance No. 13-84, which created and established the Community Redevelopment Trust Fund for the Urban Core Community Redevelopment Area; and

WHEREAS, on March 27, 1984, the City Council of Pensacola, Florida, adopted Resolution No. 15-84 which approved a community redevelopment plan for the Urban Core Community Redevelopment Area; and

WHEREAS, on April 6, 1989, the City Council adopted Resolution No. 18-89, which approved a revised redevelopment plan for the Urban Core Community Redevelopment Area which plan has been subsequently amended; and

WHEREAS, on January 14, 2010, the City Council adopted Resolution No. 02-10, which repealed the Community Redevelopment Plan 1989 as amended and adopted the Urban Core Community Redevelopment Plan 2010; and

WHEREAS, the Agency is responsible for the implementation of the redevelopment plan for the redevelopment, rehabilitation and improvement of the urban core community redevelopment area in the City; and

WHEREAS, one of the primary obstacles to the redevelopment, rehabilitation and improvement of the urban core community redevelopment area is the perception of a lack of safety in areas that have seen decline over time and that are now stigmatized in the public mind; and

WHEREAS, the Redevelopment Act (hereinafter defined) authorizes municipalities and community redevelopment agencies to develop and implement Community Policing Innovations which in the singular is statutorily defined as "a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol"; and

WHEREAS, the Agency does not have nor exercise police powers nor employ police officers as needed to undertake Community Policing Innovations; and

WHEREAS, the City employs sworn law enforcement officers who have the police power and the ability to assist the Agency by focusing resources upon Community Policing Innovations in an effort to reduce crime within the Urban Core Community Redevelopment Area; and

WHEREAS, but for the cooperation of the parties and the assistance to be provided by the Agency to the City pursuant to this Agreement, the Agency would be without resources to undertake the Community Policing Innovations authorized by the Urban Core Community Redevelopment Plan; and

WHEREAS, the City and the Agency are willing to cooperate and provide assistance to each other and, to the extent permitted by law, all in such means and manner as will promote the rehabilitation and redevelopment of the urban core community redevelopment area, benefit the local economy, and be of substantial benefit to the Agency and the City by jointly undertaking community policing innovations within the urban core community redevelopment area;

WHEREAS, the Agency proposes to exercise its powers available under Part III, Chapter 163, Florida Statutes, as amended (the "Redevelopment Act") to aid, assist, and cause the rehabilitation and the redevelopment of the Urban Core Community Redevelopment Area to be accomplished by, among other things, using some of its "increment revenues" deposited in the Redevelopment Trust Fund (as hereinafter defined) together with funds provided by the City of

Pensacola General Fund to pay for certain Community Policing Innovations (hereinafter defined and referred to hereinafter as the "Project") to be provided hereinafter by the City; and

WHEREAS, the City and the Agency desire to enter into an interlocal agreement setting forth the terms, conditions and responsibilities of a coordinated and collective effort to redevelop the Urban Core Community Redevelopment Area and continue to maintain the Project undertaken by the Agency; and

WHEREAS, the City and the Agency have determined that such an agreement to accomplish the purposes as set forth herein involves appropriate public expenditures to accomplish important public purposes.

NOW, THEREFORE, in consideration of the mutual covenants of and benefits derived from this Agreement, the City and the Agency agree as follows:

ARTICLE 1: AUTHORITY

1.1. Authority.

This Agreement is entered into pursuant to and under the authority of Section 163.01, Florida Statutes; Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes; Resolution No. 54-80, adopted by the City Council on September 25, 1980, Resolution No. 65-81, adopted by the City Council on October 22, 1981, Ordinance No. 13-84, enacted by the City Council on March 8, 1984, Resolution No. 22-10 adopted by the City Council on August 19, 2010; and other applicable law, all as amended and supplemented.

ARTICLE 2: DEFINITIONS

2.1. Definitions.

As used in this Agreement, the following capitalized terms shall have the following meanings, unless the context clearly indicates otherwise:

(1) "Act" means all or each of the following: Section 163.01, Florida Statutes; Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes, Resolution No. 54-80, adopted by the City Council on September 25, 1980, Resolution No. 65-81, adopted by the City Council on October 22, 1981; Ordinance No. 13-84, enacted by the City Council on March 8, 1984, Resolution No. 22-10 adopted by the City Council on August 19, 2010; and other applicable law, all as amended and supplemented.

(2) "Agency" means the Community Redevelopment Agency of the City of Pensacola, Florida, and any successors or assigns.

(3) "Agency Payments" means, the periodic payments made by the Agency to the City from the Community Policing Innovations Account pursuant to Section 4.3 hereof.

(4) “Agency's Other Obligations” means the payment to be made by the Agency from Increment Revenues deposited in its Redevelopment Trust Fund in the manner, to the extent and so long as such payments are required, respectively, pursuant to resolutions or agreements adopted or entered into prior to or after the Effective Date and which are provided to be superior to the obligation of the Agency under this Agreement.

(5) “Agreement” means this Interlocal Agreement, including any amendments, revisions and exhibits thereto.

(6) “Available Increment Revenues” means Increment Revenues remaining from time to time in the Agency's Redevelopment Trust Fund after all payments and deposits required to be made therefrom for the Agency's Other Obligations have been made and paid by the Agency during that Fiscal Year.

(7) “City” means the City of Pensacola, Florida, a Florida municipal corporation, and any successors or assigns.

(8) “City Council” means the City Council, or such other body constituting the elected governing or legislative body of the City.

(9) “Community Policing Innovations” means law enforcement services provided by the City within the entirety of the Urban Core Community Redevelopment Area, in cooperation and in consultation with the Agency, to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the visitors district and community areas historically and currently prone to blight and less receptive to traditional law enforcement strategies, including, but not limited to, increased face to face contact with citizens, bike patrols, foot patrols, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, attendance at community functions that foster relationships based on trust where there has been a traditional divide or contentious relationship between the community and law enforcement, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.

(10) “Community Policing Innovations Account” means the account created and established by Section 5.2 hereof and in which are deposited the Available Increment Revenues and from which the Agency Payments are made to fund the Community Policing Innovations described herein.

(11) “Community Redevelopment Area” or “Urban Core Community Redevelopment Area” means the area found to be a slum or blighted and described in Resolution No. 54-80, adopted by the City Council on September 25, 1980, as affirmed by Resolution No. 65-81, adopted by the City Council on October 22, 1981.

(12) “Effective Date” means the date on which this Agreement becomes effective as provided in Section 8.12 hereof.

(13) “Expiration Date” means the date on which this Agreement expires by its own terms and is no longer of any force and effect as provided in Section 8.7 hereof.

(14) “Fiscal Year” means the respective fiscal years of the City and the Agency commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive twelve (12) month period as may be hereafter designated pursuant to genera1 law as the fiscal year of the Agency or the City, respectively.

(15) “Increment Revenues” means the funds received by the Agency and deposited in the Redevelopment Trust Fund in an amount equal to the incremental increase in ad valorem tax revenues calculated pursuant to Section 163.387, Florida Statutes, within the Community Redevelopment Area.

(16) “Plan” means the revised redevelopment plan for the Urban Core Community Redevelopment Area, adopted by the City Council on April 16, 1989, by the adoption of Resolution No. 19-89 as subsequently amended.

(17) “Redevelopment Trust Fund” means the trust fund of the Agency created and established by Ordinance No. 13-84, enacted by the City Council on March 8, 1984, into which Increment Revenues are deposited as provided by that ordinance (and any amendments or successors thereto) and the Redevelopment Act.

(18) “Termination Date” means September 30, 2019, or the date on which this Agreement is terminated and is no longer of any force and effect as provided in Section 7.5, whichever, occurs earlier.

2.2. Use of Words and Phrases.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural as well as the singular number, and the word “person” shall include corporations and associations, including public bodies, as well as natural persons. “Herein”, “hereby”, “hereunder”, “hereof”, “hereinbefore”, “hereinafter”, and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used.

2.3. Florida Statutes.

Any and all references herein to the “Florida Statutes” are to Florida Statutes (2010), as later amended by any session law enacted during any regular or special session of the Legislature of the State of Florida subsequent to the adoption of Florida Statutes (2010).

ARTICLE 3: PURPOSE

3.1. Purpose.

The purpose of this Agreement is to induce, encourage and assist the redevelopment of the Community Redevelopment Area through assistance and cooperation in undertaking community policing innovations within the area. It is also the purpose of this agreement to avoid expending the Agency’s Increment Revenues (as defined in the Act) on general government

operating expenses unrelated to the planning and carrying out of the Plan. It is also the purpose of this Agreement to define and delineate the responsibilities and obligations of the parties to this Agreement, and to express the desire of the parties to cooperate together to accomplish the purposes and expectations of this Agreement.

ARTICLE 4: THE PROJECT

4.1. Description.

The Project consists of the City providing Community Policing Innovation services within the Urban Core Community Redevelopment Area, bounded by A Street, 17th Avenue, Cervantes Street, and Pensacola Bay, in its entirety, and in consideration of such services, the Agency Payments to the City.

4.2. Project Administration.

The City, in consultation and cooperation with the Agency, shall be responsible for and shall oversee the administration of the Project, and shall account to the Agency for all costs of the Project.

4.3. Agency Payments.

Within 45 days of receipt of periodic invoices from the City, accompanied by an accounting for the costs of the Project, the Agency shall pay from the Community Policing Innovations Account reimbursing Agency Payments to the City equal to the Actual costs of the Project. Provided, however, the sum of the Agency Payments shall not exceed $100,000. Upon receipt of the Agency's written approval of any such invoice and accounting, the City's Chief Financial Officer may withdraw the Agency Payment directly from the Community Policing Innovations Account. Although this Sec. 4-3 contemplates and references the production of invoices, accountings and written approvals of invoices and accountings, these documents are accumulated and retained for subsequent auditing purposes and the periodic initiation and transfer of agency payments shall be accomplished through appropriate automated data processing means.

ARTICLE 5: FINANCING

5.1. General.

The parties mutually acknowledge and agree that the aggregate cost of undertaking Community Policing Innovations within the Community Redevelopment Area is not to exceed $100,000 for Fiscal Year 2019. The Agency covenants and agrees with the City to transfer Available Increment Revenues from the Redevelopment Trust Fund to the Community Policing Innovations Account at the times and in the amounts necessary to pay invoices submitted to the Agency by the City pursuant to Section 4.3 hereof. All other costs will be paid from other funds available to the City and set aside and committed for the purpose of paying such costs.

5.2. Community Policing Innovations Account.

(1) The Agency covenants and agrees to establish an account separate and distinct from the Redevelopment Trust Fund to be known as the Community Policing Innovations Account in which the Available Increment Revenues shall be deposited and disbursements made as provided herein. This account is intended to be and shall constitute an escrow account for the purpose of funding the Project.

(2) The Agency's Available Increment Revenues deposited in the Community Policing Innovations Account shall constitute trust funds to secure the payments required to be made by the Agency and until such transfer and deposit, the Agency shall act as trustee of its moneys for the purposes thereof and such moneys shall be accounted for separate and distinct from all other funds of the Agency and shall be used only as provided herein.

(3) The Community Policing Innovations Account shall be deposited and maintained in one or more banks, trust companies, national banking associations, savings and loan associations, savings banks or other banking associations which are under Florida law qualified to be a depository of public funds, as may be determined by the entity maintaining possession and control of such funds and accounts.

5.3 Available Increment Revenues.

(1) During the Fiscal Year commencing upon the effective date of this agreement through Termination Date, the Agency covenants and agrees with the City to transfer Available Increment Revenues from the Redevelopment Trust Fund to the Community Policing Innovations Account at the times and in the amounts necessary to pay invoices submitted to the Agency by the City pursuant to Section 4.3 hereof.

(2) The Agency hereby encumbers, commits and pledges the Available Increment Revenues for the purposes of the transfers required by this Section 5.3.

(3) The Agency covenants and agrees with the City and does hereby grant a lien in favor of the City on the funds on deposit in the Community Policing Innovations Account for the purposes set forth in this Agreement. Funds on deposit in this Community Policing Innovations Account may only be used to pay the Costs of the Project. Any funds remaining after all costs of the Project have been paid shall be used only in the manner authorized by Section 163.387(7), Florida Statutes.

5.4. Enforcement of Increment Revenues Collections.

The Agency is currently receiving Increment Revenues, having taken all action required by law to entitle it to receive the same, and the Agency will diligently enforce its rights to receive the Increment Revenues and will not take any action which will impair or adversely affect its right to receive such funds or impair or adversely affect in any manner the Agency's covenant to budget and appropriate Available Increment Revenues for deposit to the Community Policing Innovations Account. The Agency and the City covenant and agree, so long as the Agency is required to make the Agency Payments, to take all lawful action necessary or required to continue the entitlement of the Agency to receive the Increment Revenues as now provided by law or may later be authorized, and to make the transfers required by this Agreement. The City does hereby covenant and agree that, so long as the Agency is required to make the Agency

Payments, to timely budget, appropriate and pay into the Redevelopment Trust Fund in each fiscal Year the amount required of it to be so paid by the Redevelopment Act. Notwithstanding any other provision herein to the contrary, the failure of the enforcement of collection of Increment Revenues by the Agency will not relieve the City of its obligations hereunder to pay the City Payment.

5.5. No General Obligation.

Nothing contained in this Agreement shall be deemed to create a debt, liability, or other obligation of the Agency or the City or any other political subdivision of the State of Florida within the meaning of any constitutional, statutory, charter or other provision or limitation, and nothing contained herein shall be deemed to authorize or compel, directly or indirectly, the exercise of the ad valorem taxing power of the City or any other political subdivision of the State of Florida or taxation in any form on any real or personal property for the payment of any amounts contemplated by or as provided in this Agreement, including the payment of any principal or, premium, if any, and interest on any indebtedness relating to the Project.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

6.1. Representations and Warranties of the Agency.

The Agency represents and warrants to the City that each of the following statements is presently true and accurate and can be relied upon by the City:

(1) The Agency is the duly designated community redevelopment agency of the City, a validly existing body politic and corporate of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(2) This Agreement and each document contemplated hereby to which the Agency is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Agency and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other party, except such as have been or will be duly obtained, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Agency or (c) contravenes or results in any breach of, default under or result in the creation of any lien or encumbrance upon any party or the Agency, under any indenture, mortgage, deed of trust, bank loan or credit agreement, the Agency's special acts, applicable ordinances, resolutions or any other agreement or instrument to which the Agency is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Agency outstanding on the Effective Date.

(3) This Agreement and each document contemplated hereby to which the Agency is or will be a party constitutes, or when entered into will constitute, a legal, valid and binding obligation of the Agency enforceable against it in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from

time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(4) There are no pending or, to the knowledge of the Agency, threatened actions or proceedings before any court or administrative agency against the Agency, which question the existence of the Agency, the determination of slum and blight in the Community Redevelopment Area, the adoption or implementation of the Plan, the validity of this Agreement or any instrument or document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the successful redevelopment of the Community Redevelopment Area, the consummation of the transactions contemplated hereunder or the financial condition of the Agency.

(5) This Agreement does not violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable to the Agency.

6.2. Representations and Warranties of the City.

The City represents and warrants to the Agency that each of the following statements is presently true and accurate and can be relied upon by the Agency:

(1) The City is a municipal corporation created under the laws of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(2) This Agreement and each document to which it is or will be a party has been duly authorized by all necessary action on the part thereof, and has been or will be duly executed and delivered by, it and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other party, except such as been duly obtained, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on it, or (c) contravenes or results in any breach of, default under or result in the creation of any lien or encumbrance upon it, under any indenture, mortgage, deed or trust, bank loan or credit agreement, charter, applicable ordinances, resolutions or any other agreement or instrument, specifically including any covenants of any bonds, notes, or other forms of indebtedness outstanding on the Effective Date.

(3) This Agreement and each document contemplated hereby constitutes, or when entered in will constitute, a legal, valid and binding obligation enforceable against the City in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(4) There are no pending or, to the knowledge of the City, threatened actions or proceedings before any court or administrative agency against it, which question its existence, the validity of this Agreement or any instrument or document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder.

(5) This Agreement does not violate any laws, ordinance, rules, regulations, orders, contract, or agreements that are or will be applicable to the City.

ARTICLE 7: DEFAULT; TERMINATION

7 .1. Default by the Agency.

(1) Provided the City is not in default under this Agreement as set forth in Section 7.2 hereof, there shall be an "event of default" by the Agency under this Agreement upon the occurrence of any one or more of the following:

(a) The Agency fails to perform or comply with any material provision of this Agreement and such nonperformance shall have continued, after written notice thereof by the City to the Agency; or

(b) The Agency shall have failed or refused to make any of the Agency Payments when due and payable; or

(c) The Agency shall make a general assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall tile a petition seeking any reorganization, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation or shall file an answer admitting, or shall fail reasonably to contest, the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Agency of any material part of its properties; or

(d) Within sixty (60) days after the commencement of any proceeding by or against the Agency seeking any reorganization, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment without the consent or acquiescence of the Agency or any trustee, receiver or liquidator of the Agency or of any material part of its properties, such appointment shall not have been vacated.

(2) If any "event of default" described in Subsection 7.1(1) hereof shall have occurred, the City may, after giving thirty (30) days written notice of such event of default to the Agency, and upon expiration of such thirty (30) day notice period, if such event of default has not been cured, terminate this Agreement or institute an action seeking such remedies as are available to the City, or both.

7 .2. Default by the City.

(1) Provided the Agency is not then in default under this Agreement, there shall be an "event of default" by the City to this Agreement under this Agreement upon the occurrence of any the following:

(a) The City does not perform as required hereunder and such nonperformance shall have continued, after written notice thereof by the Agency to the City; or

(b) The City shall have failed or refused to proceed with or cause the timely completion of the Project.

(2) If an "event of default" described in Subsection 7.2(1) hereof shall have occurred, the Agency, after giving thirty (30) days written notice of such event of default to the City and upon the expiration of such thirty (30) day period if such event of default has not been cured, may terminate this Agreement or institute an action seeking such remedies as are available to the Agency hereunder.

7.3. Obligations, Rights and Remedies Not Exclusive.

The rights and remedies specified herein to which either the Agency or the City are entitled are not exclusive and are not intended to be to the exclusion of any other remedies or means or redress to which any party hereto may otherwise lawfully be entitled.

7.4. Non-Action or Failure to Observe Provisions of this Agreement.

The failure of any party hereto to promptly insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any exhibit hereto or any other agreement contemplated hereby shall not be deemed a waiver of any available right or remedy, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

7.5. Effect of Termination.

(1) Upon the occurrence of an event described in Section 7.1 or 7.2 hereof and receipt by any party of an election to terminate this Agreement pursuant to Sections 7.1 or 7.2 hereof, then this Agreement shall terminate and all obligations of any parties hereto shall then cease and be released and no longer be of any force and effect.

(2) In the event of a termination of this Agreement pursuant to this Section 7.5, no party hereto shall be obligated or liable to any other in any way, financial or otherwise, for any claim or matter arising from or as a result of this Agreement or any actions taken by any party hereto, hereunder or contemplated hereby.

ARTICLE 8: MISCELLANEOUS

8.1. Amendments.

This Agreement may be amended by the mutual written agreement of all parties at any time and from time to time, which amendments shall become effective upon filing thereof in the public records of Escambia County, Florida, pursuant to Section 163.01(11), Florida Statutes.

8.2. This Agreement Constitutes a Contract.

All parties hereto acknowledge that they will rely on the pledges, covenants and obligations created herein for the benefit of the parties hereto, and this Agreement shall be deemed to be and constitute a contract amongst said parties as of it becoming effective as provided in Section 8.12.

8.3. Assignment.

No party to this Agreement may, directly or indirectly, assign or transfer any or all of their duties, rights, responsibilities, or obligations under this Agreement to any other party or person not a party to this Agreement, without the express prior approval of the other party to this Agreement.

8.4. Severability.

The provisions of this Agreement are severable, and it is the intention of the parties hereto to confer the whole or any part of the powers herein provided for and if any of the provisions of this Agreement or any other powers granted by this Agreement shall be held unconstitutional, invalid or void by any court of competent jurisdiction, the decision of said court shall not affect or impair any of the remaining provisions of this Agreement. It is hereby declared to be the intent of the parties hereto that this Agreement would have been adopted, agreed to, and executed had such unconstitutional, invalid or void provision or power not been included therein.

8.5. Controlling Law; Venue.

Any and all provisions of this Agreement and any proceeding seeking to enforce and challenge any provision of this Agreement shall be governed by the laws of the State of Florida. Venue for any proceeding pertaining to this Agreement shall be Escambia County, Florida.

8.6. Members Not Liable.

(1) All covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City and the Agency, respectively, to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida.

(2) No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future individual member of a governing body or agent or employee of the Agency or the City in its, his or their individual capacity, and neither the members of the governing body of the Agency or the City or any official executing this Agreement shall individually be liable personally or shall be subject to any accountability by reason of the execution by the City or the Agency of this Agreement or any act pertaining hereto or contemplated hereby.

8.7. Expiration of Agreement.

(1) Unless sooner terminated as provided in Article 7, this Agreement shall expire and terminate on the Termination Date.

(2) The parties hereto covenant and agree that upon this Agreement expiring and terminating all rights, privileges, obligations and responsibilities of any party hereunder shall expire and be of no force and effect, except to the extent any provision hereof expressly survives expiration as provided herein and survives termination as provided in Section 7.5.

(3) Any funds remaining in the Community Policing Innovations Account upon the expiration of this Agreement, which are not encumbered or obligated for any payment shall be used only in the manner authorized by Section 163.387, Florida Statutes.

8.8. Third Party Beneficiaries.

Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto, any right, remedy, or claim, lega1 or equitable, under or by reason of this Agreement or any provision hereof.

8.9. Notices.

(1) Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given or filed with a party hereto shall be deemed sufficiently given or filed for all purposes of this Agreement if and when sent by registered mail, return receipt requested, transmitted by a facsimile machine with confirmation of delivery, or by personal hand delivery:

To the Agency:	Community Redevelopment Agency of The City of Pensacola, Florida Post Office Box 12910 Pensacola, Florida 32521-0001 Attention: Administrator
To the City:	City of Pensacola Post Office Box 12910 Pensacola, Florida 32521-0001 Attention: City Administrator

(2) The addresses to which any notice, demand, direction or other instrument authorized to be given or filed may be changed from time to time by a written notice to that effect delivered to all the parties, which change shall be effective immediately or such other time as provided in the notice.

Until notice of a change of address is received, a party may rely upon the last address received. Notice shall be deemed given, if notice is by mail on the date mailed to the address set forth above or as changed pursuant to this Section 8.9.

8.10. Execution of Agreement.

This Agreement shall be executed in the manner normally used by the parties hereto. If any officer whose signature appears on this Agreement ceases to hold office before all officers shall have executed this Agreement or prior to the filing and recording of this Agreement as provided in Section 8.11 hereof, his or her signature shall nevertheless be valid an sufficient for

all purposes. This Agreement shall bear the signature of, or may be signed by, such individuals as at the actual time of execution of this Agreement thereby shall be the proper and duly empowered officer to sign this Agreement and this Agreement shall be deemed to have been duly and properly executed even though on the Effective Date any such individual may not hold such office.

8.11. Filing with County Clerk of the Court.

The City Clerk is hereby authorized and directed after approval of this Agreement by the Agency and the City Council and the execution hereof by the duly qualified and authorized officers of each of the parties hereto as provided in Section 8.10 hereof, to submit this Agreement to the Clerk of the Court of Escambia County, Florida, for filing in the public records of Escambia County Florida, as provided by Section 163.01(11), Florida Statutes.

8.12. Effective Date.

This Agreement shall become effective immediately upon filing with the Clerk of the Court of Escambia County, Florida, as provided in Section 163.01(11), Florida Statutes.

8.13. City and Agency Not Liable.

Nothing contained in this Agreement shall be construed or deemed, nor is intended, or impose any obligation upon the City or the Agency except to the extent expressly assumed by the City or the Agency, respectively.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement as of the day and year first above written.

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PENSACOLA, FLORIDA

_____

P. C. Wu, CRA Chairperson

Attest:

_____

Ericka L. Burnett, City Clerk

Approved as to Content:

_____

M. Helen Gibson, CRA Administrator

–

CITY OF PENSACOLA, FLORIDA

_____

Ashton J. Hayward, III, Mayor

Attest:

_____

Ericka L. Burnett, City Clerk

Approved as to Form and Execution:

_____

Lysia Bowling, City Attorney

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00361 | City Council | 10/11/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PUBLIC HEARING - ANNEXATION OF PROPERTY - CAMPUS HEIGHTS PHASE II

RECOMMENDATION:

That City Council conduct the first of two required Public Hearings to consider the annexation of fifty-two (52) parcels in the Campus Heights area, which are all 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 twenty-three parcels have been purchased by the Airport. 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, fifty-two (52) parcel which are owned by the Pensacola international Airport, were selected for annexation at this time. No parcels owned by other individuals or businesses are affected by this annexation.

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.

May 11, 2017 - City Council conducted the first of two required public hearings regarding the Annexation of Property - Campus Heights.

June 8, 2017 - City Council conducted the second of two required public hearings regarding the Annexation of Property - Campus Heights; and approved Proposed Ordinance No. 10-17 on first reading.

July 13, 2017 - City Council adopted Ordinance No. 15-17 - 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

9/19/2018

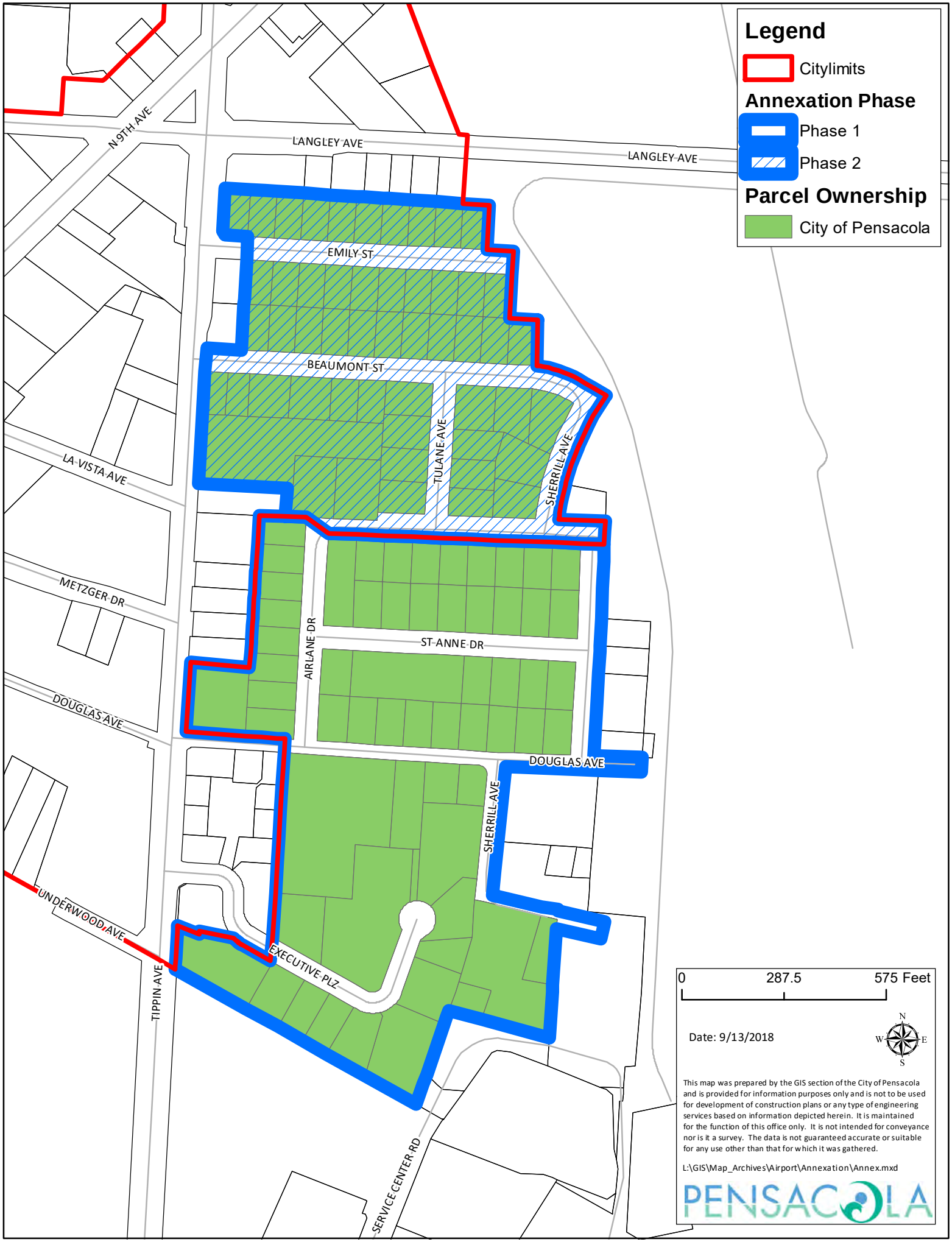
STAFF CONTACT:

Keith Wilkins, City Administrator
Sherry Morris, Planning Services Administrator
Daniel E. Flynn, Airport Director

ATTACHMENTS:

1) Map of Annexation Area - Campus Heights Phase II
2) Draft - Proposed Ordinance No. 25-18

PRESENTATION: No


Legend
Citylimits
Annexation Phase
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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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PENSACOLA

PROPOSED
ORDINANCE NO. 28-18

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA, AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Pensacola has found that the property described below is contiguous to the City of Pensacola and reasonably compact in nature; and meets the requirements of Section 171.043, Florida Statutes.

WHEREAS, the City Council of the City of Pensacola has determined that the area described below does not have any registered voters and that the owners of more than 50 percent of the parcels of land in such area consent to such area being annexed into the City of Pensacola as provided by Section 171.0413(6), Florida Statutes; and

WHEREAS, the City Council has caused to be prepared a report setting forth the plans to provide urban services to the area described below, which report is in conformance with the requirements of Section 171.042, Florida Statutes and said report has been distributed in accordance with said act; NOW THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the City of Pensacola hereby finds and declares that all requirements of law provided by Chapter 171, Florida Statutes, have been met, for the purpose of integrating and annexing said area into the City of Pensacola, the hereafter described area, and that the City of Pensacola does hereby accept into the City of Pensacola the following described properties which are being integrated and annexed by the City of Pensacola and made a part and portion of the City of Pensacola, lying within and hereby incorporated into the City of Pensacola, to-wit:

DESCRIPTION OF PROPOSED ANNEXATION:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 3, AIRPORT EXECUTIVE PLAZA, AS RECORDED IN PLAT BOOK 11 AT PAGE 40 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO N60°55'16"W ALONG THE SOUTH LINE OF SAID LOT A DISTANCE OF 776.96 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE GO N03°10'03"E ALONG THE EAST RIGHT OF WAY LINE OF TIPPIN AVENUE (RIGHT OF WAY WIDTH VARIES) A DISTANCE OF 1276.01 FEET TO A POINT ON THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 374 AT, PAGE 57 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT OF WAY LINE, GO S87°18'36"E ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF 238.06 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL FOR THE POINT OF BEGINNING; THENCE GO S87°18'36"E A DISTANCE OF 61.28 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 CAMPUS HEIGHTS, AS RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY; THENCE GO S55°55'01"E A DISTANCE OF 77.34 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 2, OF SAID CAMPUS HEIGHTS; THENCE GO S86°56'30"E ALONG THE NORTH LINE OF SAID BLOCK 2 AND ITS EXTENSION A DISTANCE OF 778.95 FEET TO A POINT ON THE WEST LINE OF BLOCK 4 OF SAID CAMPUS HEIGHTS; THENCE GO N03°05'12"E A DISTANCE OF 65.74 FEET TO A CONCRETE MONUMENT ON THE SOUTH LINE OF BLOCK 5, COLLEGE HEIGHTS, AS RECORDED IN PLAT BOOK 5 AT PAGE 9 OF SAID COUNTY; THENCE N86°53'48"W ALONG THE SOUTH LINE OF SAID BLOCK 5 A DISTANCE OF 130.24 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 5 OF SAID COLLEGE HEIGHTS; THENCE DEPARTING SAID SOUTH LINE, GO NORTHEASTERLY ALONG THE WEST LINE OF BLOCK 5, SAID WEST LINE BEING A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 700.00 FEET, A DELTA ANGLE OF 26°32'42", A CHORD BEARING OF N16°25'12"E, AND A CHORD DISTANCE OF 321.41 FEET, FOR AN ARC DISTANCE OF 324.31 FEET TO THE NORTHWEST CORNER OF LOT 3, BLOCK 5 OF SAID COLLEGE HEIGHTS; THENCE GO N29°31'35"E A DISTANCE OF 66.00 FEET TO THE SOUTHWEST CORNER OF LOT 22, BLOCK 7 OF SAID COLLEGE HEIGHTS; THENCE GO N60°28'25"W A DISTANCE OF 66.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 2 OF SAID COLLEGE HEIGHTS; THENCE GO NORTHWESTERLY ALONG THE SOUTH LINE OF BLOCK 2, SAID SOUTH LINE BEING A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 373.00 FEET, A DELTA ANGLE OF 23°17'52", A CHORD BEARING OF N72°07'21"W, AND A CHORD DISTANCE OF 150.63', FOR AN ARC DISTANCE OF 151.67 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, GO N03°19'10"E A DISTANCE OF 127.17 FEET TO THE SOUTHEAST CORNER OF LOT 12 IN SAID BLOCK 2; THENCE GO N86°52'44"W ALONG THE SOUTH LINE OF SAID LOT 12 A DISTANCE OF 75.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE DEPARTING SAID SOUTH LINE, GO N03°18'20"E ALONG THE WEST LINE OF SAID LOT 12 AND ITS EXTENSION A DISTANCE OF 192.64 FEET TO THE SOUTHEAST CORNER OF LOT 18 IN BLOCK 1 OF SAID COLLEGE HEIGHTS;

THENCE GO N87°04'35"W ALONG THE SOUTH LINE OF SAID LOT 18 A DISTANCE OF 75.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 18; THENCE DEPARTING SAID SOUTH LINE, GO N03°17'53"E ALONG THE WEST LINE OF SAID LOT 18 A DISTANCE OF 126.69 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE DEPARTING SAID WEST LINE, GO N87°00'35"W ALONG THE NORTH LINE OF LOT 19 IN SAID BLOCK 1 AND ITS EXTENSION A DISTANCE OF 750.59 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID TIPPIN AVENUE; THENCE GO S03°15'02"W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 120.05 FEET TO A POINT; THENCE GO SOUTH 42°56'03"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 9.26 FEET TO A POINT ON THE SOUTH LINE OF LOT 28 IN SAID BLOCK 1; THENCE GO S87°00'15"E ALONG THE SOUTH LINE OF SAID BLOCK 1 A DISTANCE OF 143.94 FEET TO A THE SOUTHEAST CORNER OF LOT 27 IN SAID BLOCK 1; THENCE DEPARTING SAID SOUTH LINE OF BLOCK 1, GO S03°19'58"W A DISTANCE OF 66.36 FEET TO THE NORTHEAST CORNER OF LOT 2 IN BLOCK 2 OF SAID COLLEGE HEIGHTS; THENCE GO N87°02'07"W ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 75.12 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE DEPARTING SAID NORTH LINE, GO S03°13'09"W ALONG THE WEST LINE OF LOTS 2 AND 27 IN SAID BLOCK 2 TO A DISTANCE OF 253.04 FEET TO THE SOUTHWEST CORNER OF SAID LOT 27; THENCE GO N86°50'42"W ALONG THE SOUTH LINE OF SAID BLOCK 2 A DISTANCE OF 86.96 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID TIPPIN AVENUE; THENCE GO S03°15'02"W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 386.53 FEET TO A POINT ON THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 374 AT PAGE 57 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, GO S87°07'22"E ALONG THE THE NORTH LINE OF SAID PARCEL A DISTANCE OF 238.49 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE DEPARTING SAID NORTH LINE, GO S03°35'24"W ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 80.16 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PROPERTY LIES IN SECTION 14, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 19.345 ACRES.

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

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

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

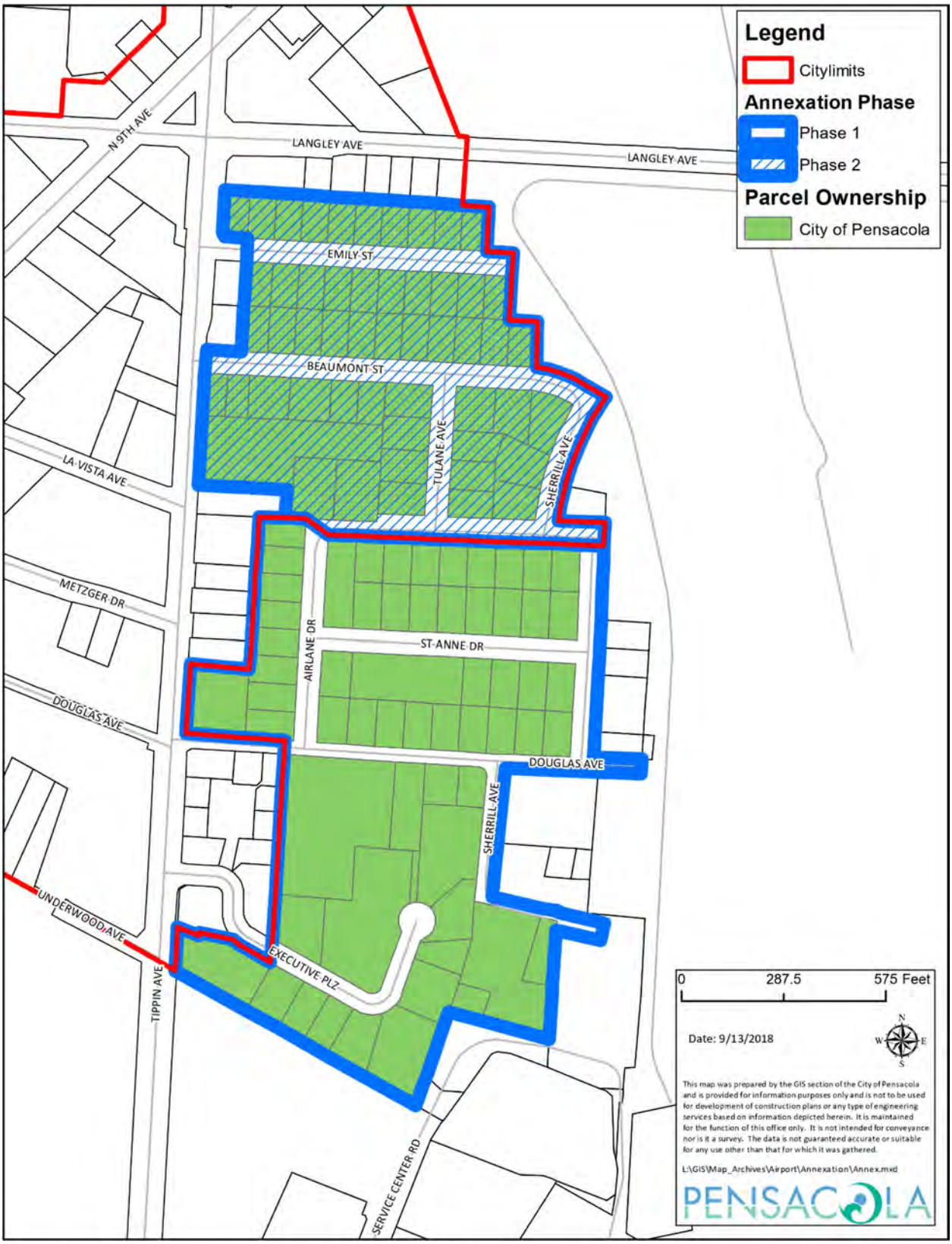
SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk


Legend
Citylimits
Annexation Phase
Phase 1
Phase 2
Parcel Ownership
City of Pensacola
N 9TH AVE
LANGLEY AVE
LANGLEY AVE
EMILY ST
BEAUMONT ST
TULANE AVE
SHERRILL AVE
LA VISTA AVE
METZGER DR
AIRLANE DR
ST ANNE DR
DOUGLAS AVE
DOUGLAS AVE
SHERRILL AVE
UNDERWOOD AVE
EXECUTIVE PLZ
TIPPIN AVE
SERVICE CENTER RD
0
287.5
575 Feet
Date: 9/13/2018
N
W
E
S
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\Airport\Annexation\Annex.mxd
PENSACOLA

222 West Main Street
Pensacola, FL 32502

City of Pensacola

Memorandum

File #: 18-00382 | City Council | 10/11/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member P.C. Wu

SUBJECT:

PUBLIC HEARING - PROPOSED COMMUNITY REDEVELOPMENT AGENCY (CRA) URBAN DESIGN OVERLAY DISTRICT

RECOMMENDATION:

That City Council conduct a public hearing, on October 11, 2018, regarding a Proposed Community Redevelopment Agency (CRA) Urban Design Overlay District.

HEARING REQUIRED: Public

SUMMARY:

NOTE: THE PROPOSED ORDINANCE ATTACHED HAS NOT BEEN REVIEWED BY THE PLANNING BOARD AND IS NOT THE DOCUMENT UNANIMOUSLY APPROVED BY THE PLANNING BOARD AT ITS SEPTEMBER 18, 2018 MEETING. THE ATTACHED PROPOSED ORDINANCE CONTAINS SUBSTANTIVE CHANGES MADE BY CRA STAFF.

The development of urban design standards has been identified as a key redevelopment project within each of the City of Pensacola's adopted community redevelopment plans. The CRA approved the FY17/18 CRA Work Plan on April 10, 2017, which authorized the development of design standards for each of the City's three redevelopment areas. On October 9, 2017, the CRA authorized a contract with DPZ CoDESIGN to develop and assist with codification of the design standards.

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

The drafted overlay document was released on May 31, 2018 and presented recommended modifications to the Planning Board for consideration and a public hearing on June 12, 2018. The Planning Board recommended adoption with modifications.

Following the Planning Board hearing, the proposed overlay was presented to the Eastside Redevelopment

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

On September 18, 2018, the overlay was brought back to the Planning Board for a second public hearing regarding incorporation of the Board's recommended modifications and the additional clarifications recommended by the consultant. The Board recommended approval of the proposed overlay as presented.

The project consultant, DPZ CODESIGN, recommends incorporation of all modifications recommended by Planning Board with the following clarifications and adjustments:
a. Revisions to Sec. 12-2-25(C), Applicability and 12-2-25(D), Existing Conditions to remove substantial modifications to existing buildings from applicability under the overlay:
(C) Applicability.
(a) These standards shall apply to all new construction and substantial modifications demolition and rebuild projects within the CRA Urban Design Overlay District, as defined by the Florida Building Code.
(D) Existing Conditions.
(a) Existing buildings and structures that do not conform to the requirements of this overlay district may be occupied, operated, repaired, renovated or otherwise continue in use in their existing non-conforming state unless demolished and rebuilt until such time as a substantial modification is requested, as defined by the Florida Building Code.

b. Addition to Sec. 12-2-25(C), Applicability, clarifying the applicability of Building Code and Americans with Disabilities Act requirements as they relate to the overlay:
(f) The provisions of this section are not intended to supersede, conflict with or replace any requirement in federal or state law pertaining to design, construction or accommodation requirements pertaining to persons with disabilities and it is hereby declared to be the intent of the City of Pensacola that such requirements in federal or state law shall prevail over any provisions of this section to the extent of any conflict.

c. Revision to Sec. 12-2-25(B), Boundaries of the District, removing the area east of 9th Avenue and south of Cervantes Street, from the overlay district boundaries.

In addition to the final overlay document, DPZ CODESIGN and the firm's partner, Hall Planning & Engineering, have provided two documents containing recommended long term and transportation strategies for consideration. These documents are attached.

PRIOR ACTION:

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

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

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

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

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

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

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

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

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

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) Proposed Ordinance No.27-18 (w markup)
2) Public Outreach and Input Opportunities
3) Comment Responses & Draft Document - Draft Comment Period
4) Comment Responses - Post Draft Comment Period
5) Recommended Long Term Strategies - DPZ CoDESIGN
6) Transportation Support Document - Hall Planning & Engineering

PRESENTATION: Yes

PROPOSED
ORDINANCE NO. _____

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-2-25 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

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

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

Table of Contents

Intent	Sec. 12-2-25(A)
Boundaries of the District.	Sec. 12-2-25(B)
Applicability	Sec. 12-2-25(C)
Existing Conditions	Sec. 12-2-25(D)
Procedure for Review	Sec. 12-2-25(E)
Appeals and Variances	Sec. 12-2-25(F)
Urban Design Standards and Guidelines	Sec. 12-2-25(G)
Building Height	Sec. 12-2-25(G)(a)
Building Orientation	Sec. 12-2-25(G)(b)
Building Massing and Materials	Sec.12-2-25(G)(c)
Form Standards	Sec. 12-2-25(G)(d)
Frontage Types	Sec. 12-2-25(G)(e)
Building Elements	Sec. 12-2-25(G)(f)
Building Encroachments	Sec. 12-2-25(G)(g)
Parking Access, Design and Reductions	Sec. 12-2-25(G)(h)

Fences and Walls	Sec. 12-2-25(G)(i)
Windows & Glazing	Sec. 12-2-25(G)(j)
Lighting on Private Property	Sec. 12-2-25(G)(k)
Landscape Standards and Guidelines	Sec. 12-2-25(H)
Intent	Sec. 12-2-25(H)(a)
Landscape on Private Property	Sec. 12-2-25(H)(b)
Buffer Yards	Sec. 12-2-25(H)(c)
Landscape in the Public Right-of-Way	Sec. 12-2-25(H)(d)
Thoroughfare Standards and Guidelines	Sec. 12-2-25(I)
Context Classification	Sec. 12-2-25(I)(a)
Street Design	Sec. 12-2-25(I)(b)
Definitions	Sec. 12-2-25(J)

(A) *Intent.* The requirements set forth in this Section are intended to:

(a) Preserve and maintain the urban pattern and architectural character of Pensacola's community redevelopment areas, while encouraging new construction that is compatible with that heritage, but also reflective of its time.

(b) Improve the physical appearance of the community redevelopment areas with urban design standards that provide more predictable results in terms of the form and character of buildings.

(c) Support the removal of blight within the community redevelopment areas by encouraging quality redevelopment.

(d) Support the future growth of Pensacola, to ensure compatible and cohesive development, to remain resilient long-term, and to support the goals, objectives and policies of the City's Comprehensive Plan and community redevelopment area master plans.

(e) Coordinate the placement, orientation, and design of buildings to ensure a coherent and walkable streetscape and traditional urban character by creating well-defined street edges with continuous building walls, articulated facades, and architectural features that create visual interest and an attractive pedestrian environment.

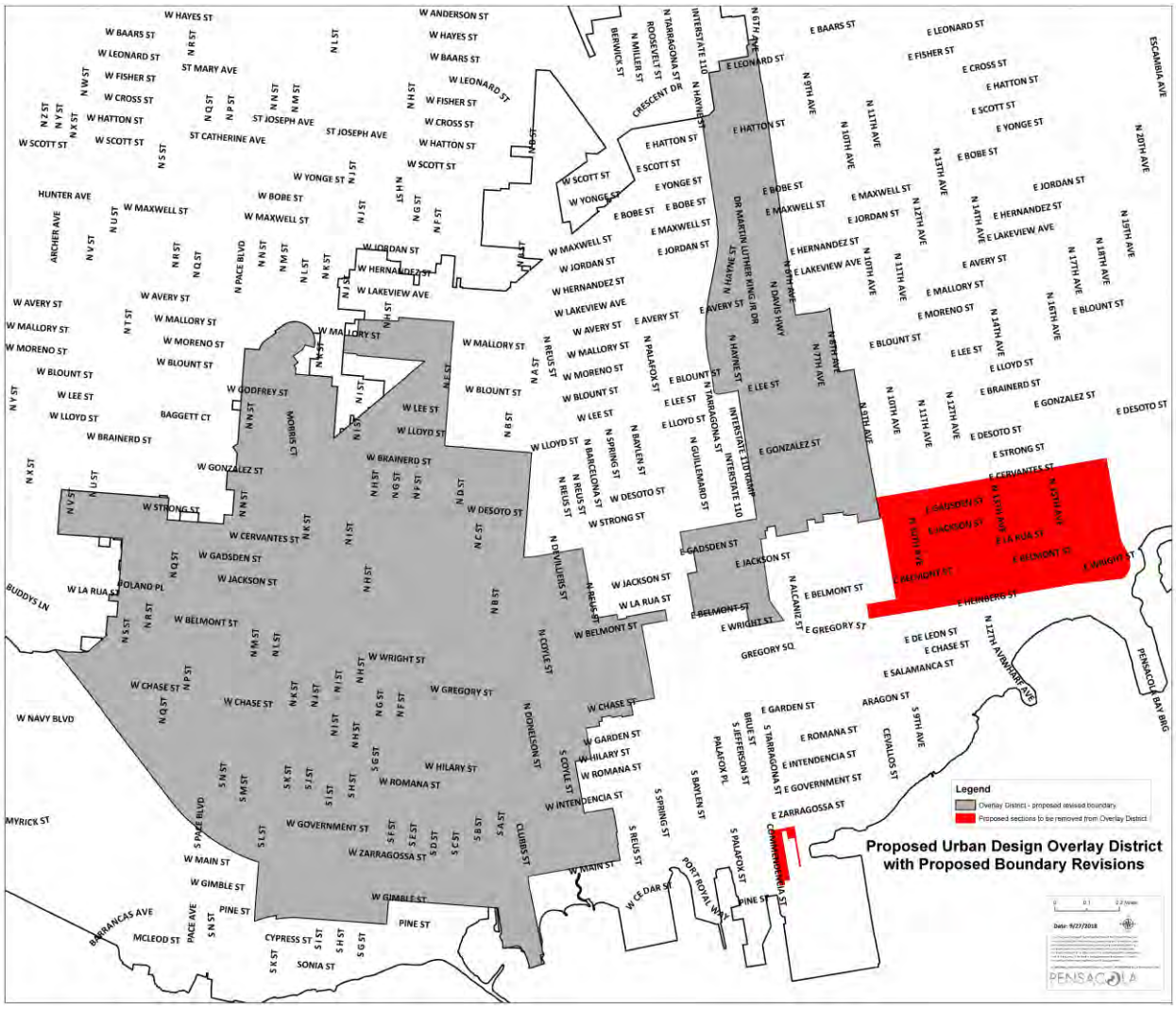
(f) Capitalize on opportunities to attract and grow a variety of residential building types, retail, service, and cultural establishments to serve local needs, create regional attractions and a robust economic base.

(g) Enable and encourage mixed-use development within the community redevelopment areas in support of viable and diverse locally-oriented business and cultural institutions.

(h) Achieve context-based development and complete streets.

(B) *Boundaries of the District.* The boundaries of the CRA Urban Design Overlay District shall be as outlined on Figure 12-2-25.1.

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



(C) *Applicability.*

(a) These standards shall apply to all new construction and ~~substantial modifications~~demolition and rebuild projects within the CRA Urban Design Overlay District~~, as defined by the Florida Building Code~~.

(b) This Section [Sec. 12-2-25., CRA Urban Design Overlay District] shall apply as an overlay to the underlying land development regulations. The land development regulations contained within Title XII (Land Development Code) shall apply unless pre-empted by this Section. Where a conflict exists between this Section and the underlying land development regulations, contained within Title XII (Land Development Code), this Section shall prevail.

(c) Standards, activated by "shall", are regulatory in nature, as defined within Sec. 12-1-8 (general interpretative terms). Deviations from these standards shall only be permitted by variance in accordance with Sec. 12-12-2 (appeals and variances).

(d) Guidelines, activated by "should", are encouraged and recommended but not mandatory, as defined within Sec. 12-1-8 (general interpretative terms). Developments subject to this overlay district are encouraged to incorporate them as appropriate in order to enhance and complement the built and natural environment. The intent is to create the highest level of design quality while providing the needed flexibility for creative site design.

(e) Figures, tables and illustrations shall be interpreted as defined in Sec. 12-1-8 (general interpretative terms) unless the context clearly indicates otherwise.

(f) The provisions of this section are not intended to supersede, conflict with or replace any requirement in federal or state law pertaining to design, construction or accommodation requirements pertaining to persons with disabilities and it is hereby declared to be the intent of the City of Pensacola that such requirements in federal or state law shall prevail over any provisions of this section to the extent of any conflict.

(D) *Existing Conditions.*

(a) Existing buildings and structures that do not conform to the requirements of this overlay district may be occupied, operated, repaired, renovated or otherwise continue in use

in their existing non-conforming state~~ until such time as a substantial modification is requested, as defined by the Florida Building Code~~unless demolished or rebuilt.

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

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

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

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

(G) *Urban Design Standards and Guidelines.*

(a) *Building Height.*

(a) *Intent.* Within the overlay district, height for single family residential types will be measured in feet and multi-family, mixed-use and non-residential buildings will be measured in stories. Measuring height in stories rather than feet has numerous benefits which include:

a) to provide greater creativity for a natural variety of roof forms; b) to recognize the need of different users, as commercial floor plates are different than residential floor plates; c) to remove the incentive to create short floorplates, and instead encourage more gracious floor-to-ceiling heights for environmental health, without penalizing property owners; and d) to protect the historical proportions of Pensacola's community redevelopment areas.

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

(c) Building height is measured as follows:

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

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

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

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

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

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

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

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

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

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

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

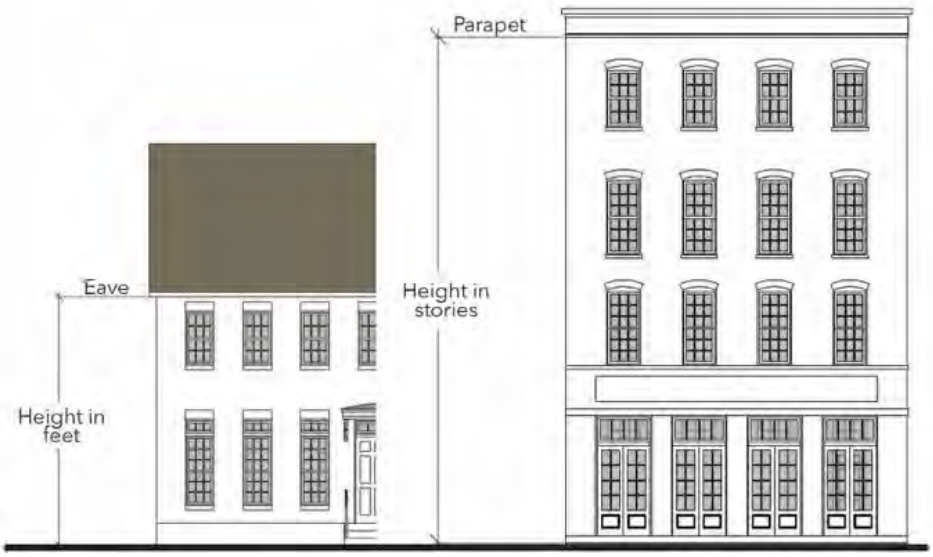
Zoning Category	Ground Floor Story Height		Above Ground Story Height
	Max.	Min.	Max.
R-1AAA through R-2A	16 ft.	12 ft.	14 ft.
R-NC, R-NCB and R-2	20 ft.	14 ft.	14 ft.
C-1, C-2, C-2A and C-3	24 ft.	14 ft.	14 ft.

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

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

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

Illustration 12-2-25.1 – Measuring Building Height



(d) Parking garages shall not exceed the height of the principal building on the site. Parking garages shall not be subject to floor to floor height requirements according to Sec. 12-2-25(G)(a)(c)3. Stand-alone

parking garages shall only conform to the number of stories permitted within the Form Standards in Tables 12-2-25.3 to 12-2-25.8.

(e) *Roof Pitch.*

1. Gable or hipped roofs shall have a minimum pitch of 6:12 and a maximum pitch of 12:12.
2. Shed roofs shall have a minimum pitch of 4:12.

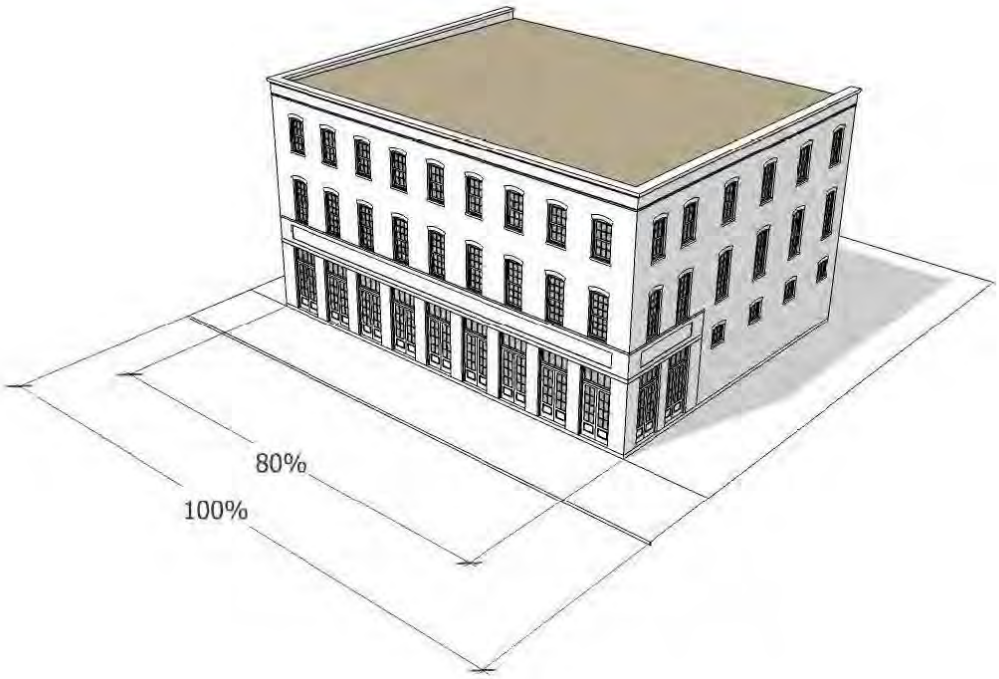
(b) *Building Orientation.*

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

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

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

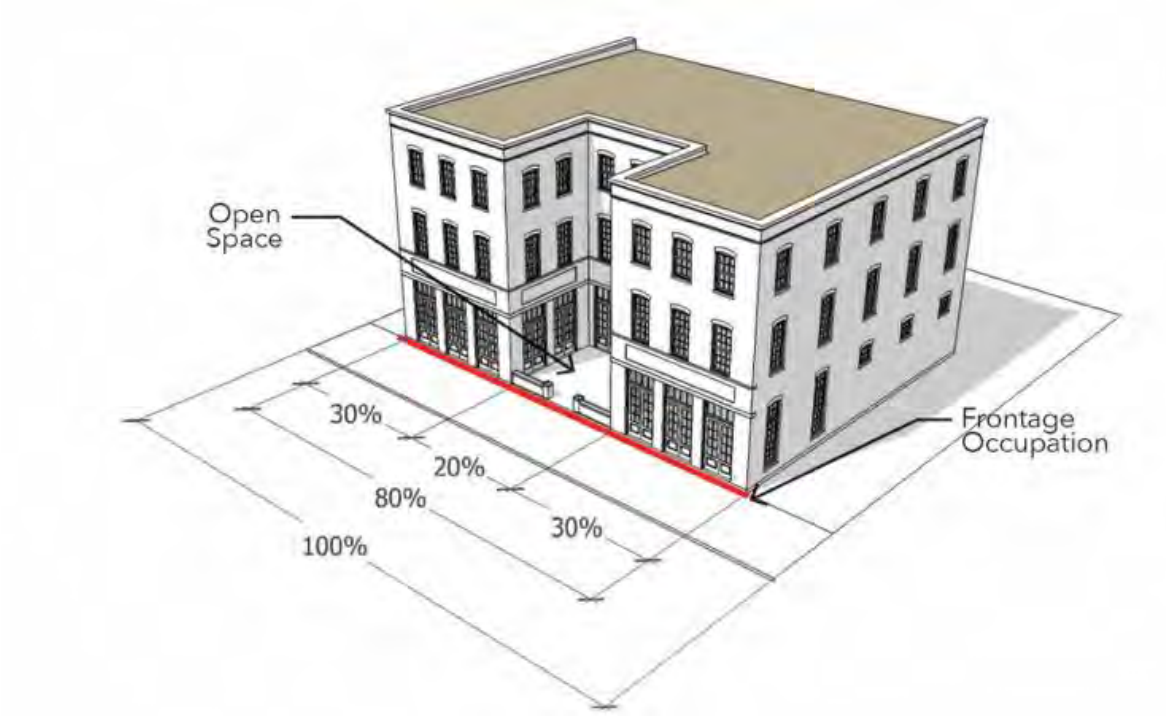
Illustration 12-2-25.2 - Minimum Building Frontage Occupation



(d) Lot width shall be measured along the right-of-way at the front property line. Lot width measurements at the building setback line shall not apply.

(e) Forecourts, courtyards and other such defined open spaces shall count towards minimum frontage requirements. See Illustration 12-2-25.3 for an illustration depicting minimum frontage occupation requirements with open space.

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



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

(c) *Building Massing.*

(a) *Intent.* Buildings should be designed in proportions that reflect human-scaled pedestrian movement, and to encourage interest at the street level.

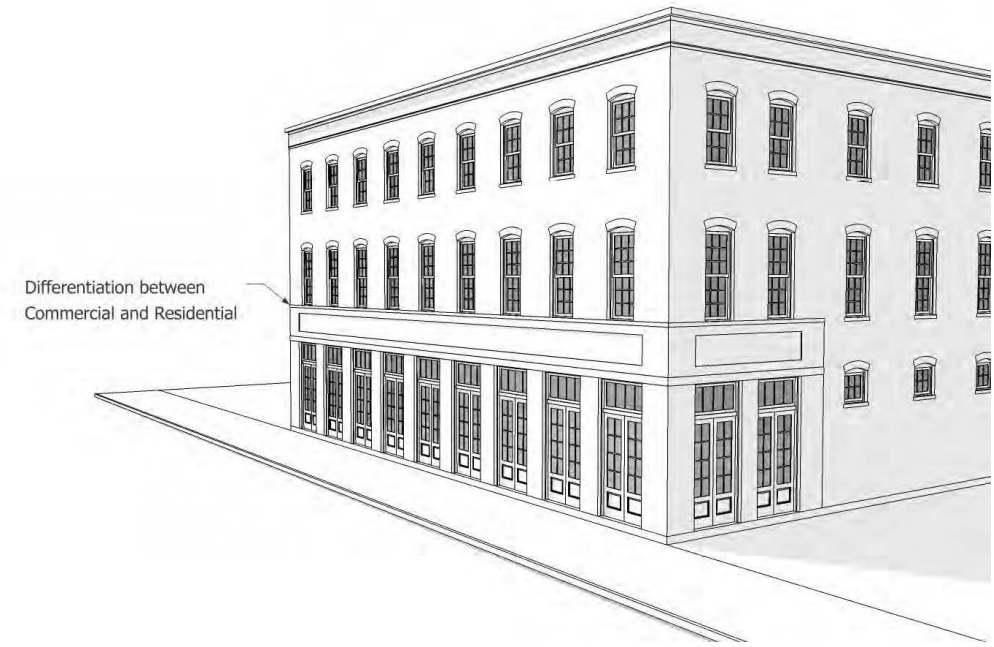
(b) Where provided, multi-family building courtyards shall maintain a minimum width to height ratio of 1 to 3 in at least one dimension in order to avoid light well conditions. Courtyards should be wider than the minimum where possible. See Illustration 12-2-25.4 for depiction of courtyard ratio measurements.

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

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

changes. See Illustration 12-2-25.5 for depiction of mixed use building differentiation of uses.

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



(d) Single-family units shall be distinguished from abutting units with changes in unit entry, plane, color, materials, front porches, front stoops, fenestration, and/or building elements such as railings.

(e) All service and loading areas shall be entirely screened from public right-of-way as follows:

1. Equipment shall be screened.
2. If outdoor storage areas are separate from the building they serve, the fence materials shall be limited to masonry, concrete, stucco, wood, PVC and metal, excluding chain-link.

(f) HVAC and mechanical equipment are restricted as follows:

1. They shall be prohibited in frontage yards.
2. They shall be integrated into the overall building design and not be visible from adjoining streets and or open spaces.

3. Through-wall units shall be prohibited along street frontages and open spaces, unless recessed within a balcony.

(g) Mechanical equipment on roofs shall be visually screened from the street with parapets or other types of visual screens of the minimum height necessary to conceal the same.

(h) Roof top parking shall be visually screened with articulated parapet walls or other architectural treatment.

(i) Exterior wall materials prohibited for all single family residential types shall include:

1. Corrugated metal panels; and

2. Exposed concrete block.

(j) Material requirements contained within Sec. 12-2-82(C)(8)(Design standards and guidelines) shall apply within the CRA Urban Design Overlay District.

(d) *Form Standards.*

(a) Form standards within the CRA Urban Design Overlay District shall be as defined in Tables 12-2-25.3 to 12-2-25.8.

(b) Exceptions to Form Standards.

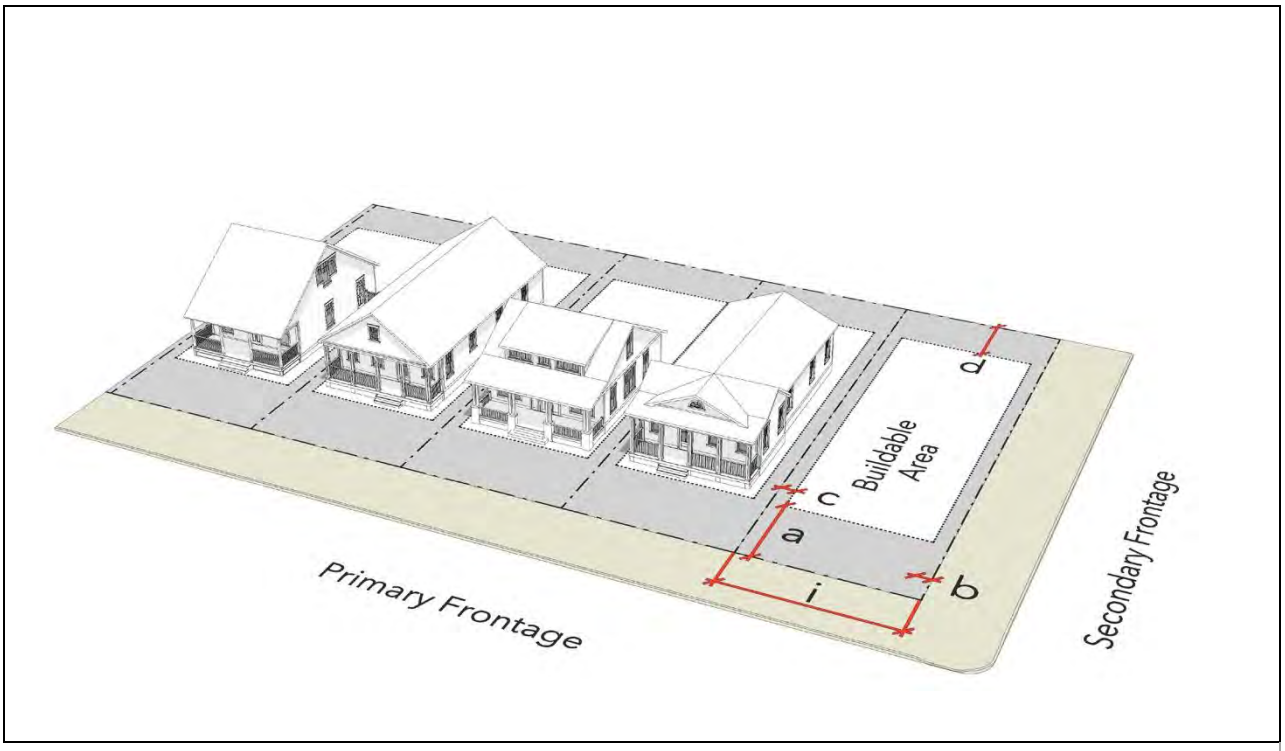
1. Front setbacks in R-1AAA, R-1AA, and R-1A shall not be less than the average setback of all frontage yards (front and exterior side yards) located on either side of the block face, up to the minimum front setback defined in Form Standards in Tables 12-2-25.3 and 12-2-25.5. In cases where no other dwellings exist within the block, the front setback shall be no less than the front setback defined in Form Standards in Tables 12-2-25.3 and 12-2-25.5.

2. Each single-family attached dwelling unit shall be located on its own lot. If a development requires subdivision procedures it shall be subject to and must comply with subdivision regulations as set forth in Chapter 12-8.

3. Where lot occupation and setback standards differ from the Dense Business Area (DBA), as defined in

Chapter 12-14 (definitions), the standards in the DBA shall prevail.

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



Setbacks - Principal Building (feet)		
a	Front	20 min.
b	Front, Secondary(4)	5 min.
c	Side (Interior) (4)	5 min.
d	Rear	30 min./ 20 min. (30' lots)
Frontage (min.)		
	Primary	45% / 40% (lots<42')
Lot Occupation		
i	Lot Width (3)	30 ft. min.
	Lot Coverage	50% max.
Building Height (max.)		
	Principal Building(1)	35 ft.
	Accessory Building(1)	24 ft.
Parking (min.)		
	Off-street (2)	1/unit

Setbacks - Accessory Building (feet)		
a	Front	50 min.
b	Front, Secondary(4)	5 min.
c	Side (Interior)	1 min.
d	Rear	3 min.

Frontage Yard Types	
Standard	Permitted
Shallow	Not Permitted
Urban	Not Permitted
Pedestrian Forecourt	Not Permitted
Vehicular Forecourt	Not Permitted
Facade Types	
Porch	Permitted
Stoop	Not Permitted
Common Entry	Not Permitted
Gallery	Not Permitted
Storefront	Not Permitted

Notes:

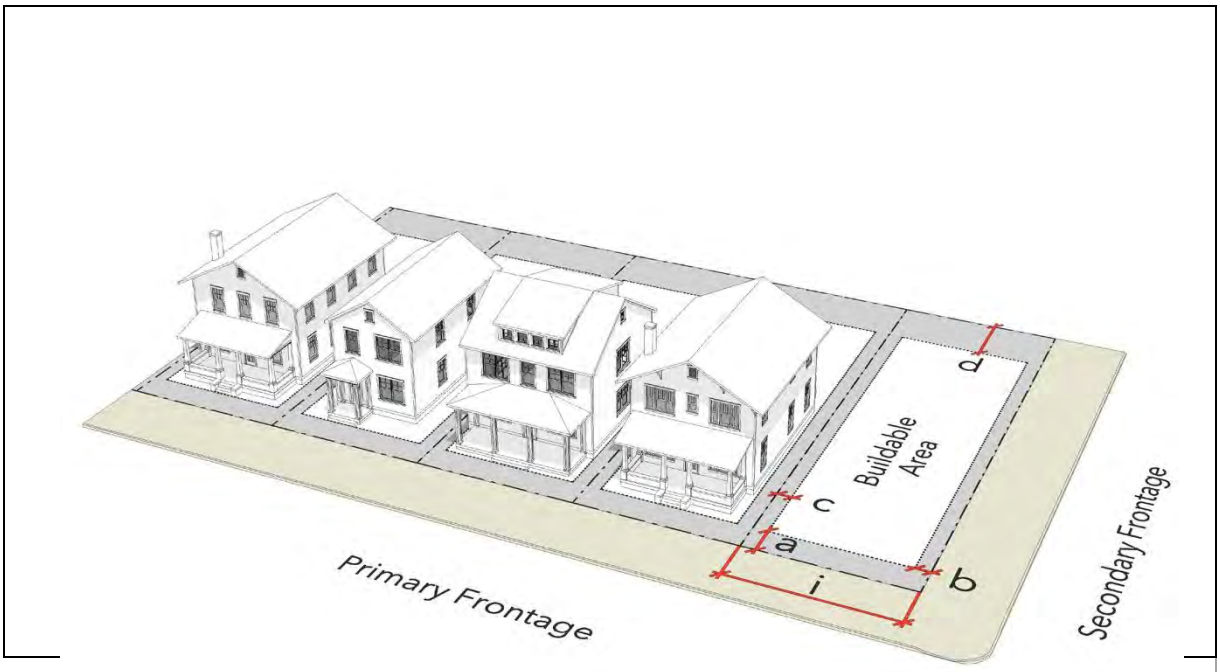
(1) Measured according to Section 12-2-25(G)(a)(c).

(2) See Section 12-2-25(G)(h)(b) for exceptions.

(3) Lot width shall only be measured from the right-of-way line. Lot width at the building setback line shall not apply.

(4) Minimum setback for thirty-foot (30') lots shall be three (3) feet measured from the finished wall or the minimum setback required per applicable Florida Building Code.

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



Setbacks - Principal Building (feet)		
a	Front	8 min. / 20 max.
b	Front, Secondary(4)	5 min.
c	Side (Interior) (4)	5 min.
d	Rear	25 min./20 min. (30' lots)
Frontage (min.)		
	Primary	45% / 40% (lots<42')
Lot Occupation		
i	Lot Width (3)	30 ft. min.
	Lot Coverage	50% max.
Building Height (max.)		
	Principal Building(1)	35 ft.
	Accessory Building(1)	24 ft.
Parking (min.)		
	Off-street (2)	1/unit

Setbacks - Accessory Building (feet)		
a	Front	50 min.
b	Front, Secondary(4)	5 min.
c	Side (Interior)	1 min.
d	Rear	3 min.

Frontage Yard Types	
Standard	Permitted
Shallow	Permitted
Urban	Not Permitted
Pedestrian Forecourt	Not Permitted
Vehicular Forecourt	Not Permitted
Facade Types	
Porch	Permitted
Stoop	Not Permitted
Common Entry	Not Permitted
Gallery	Not Permitted
Storefront	Not Permitted

Notes:

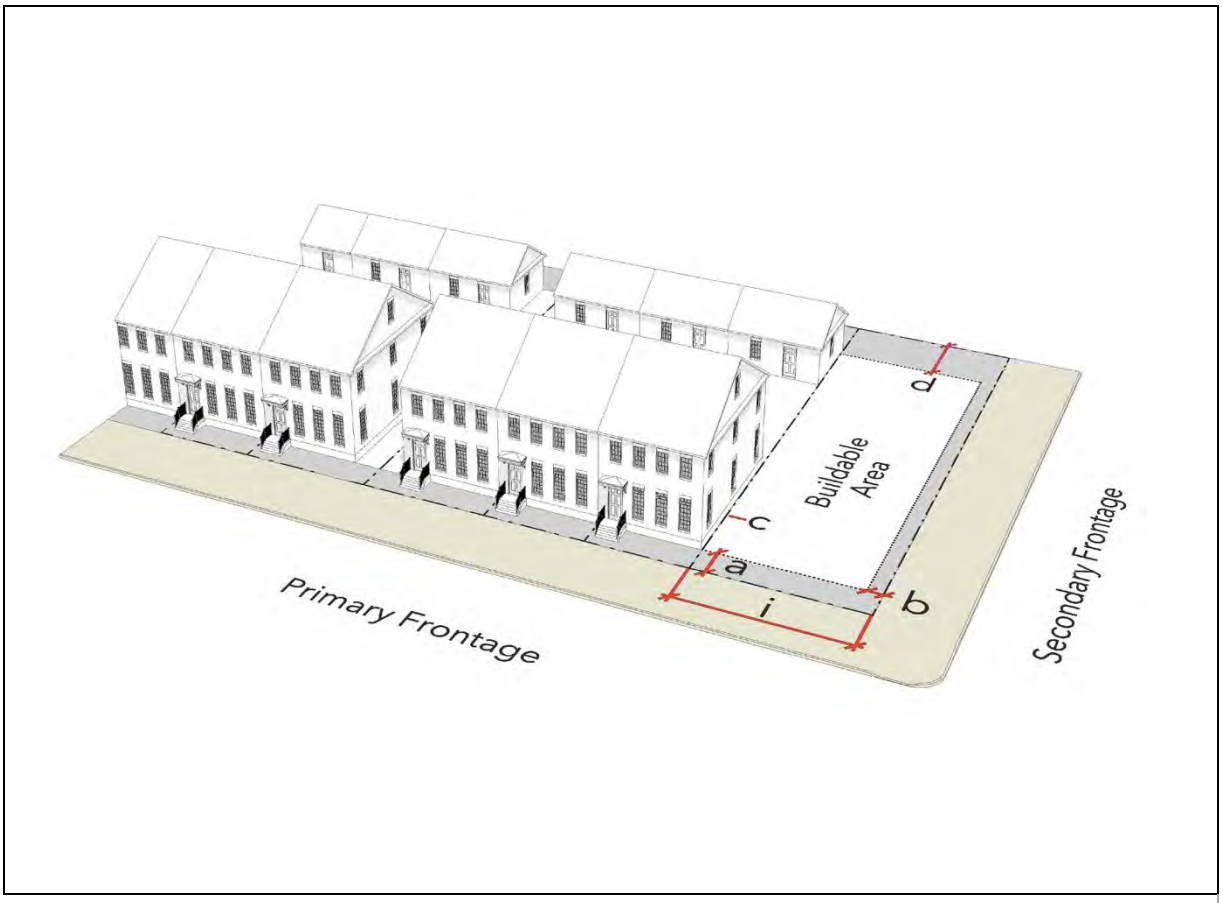
(1) Measured according to Section 12-2-25(G)(a)(c).

(2) See Section 12-2-25(G)(h)(b) for exceptions.

(3) Lot width shall only be measured from the right-of-way line. Lot width at the building setback line shall not apply.

(4) Minimum setback for thirty-foot (30') lots shall be three (3) feet measured from the finished wall or the minimum setback required per applicable Florida Building Code.

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



Setbacks - Principal Building (feet)		
a	Front	8 min.
b	Front, Secondary	5 min.
c	Side (Interior) (1)	0 or 5 min.
d	Rear	25 min.
Frontage (min.)		
	Primary	80%
Lot Occupation		
i	Lot Width	16 ft. min.
	Lot Coverage	75% max.
Building Height (max.)		
	Principal Building(2)	45 feet
	Accessory Building(2)	24 feet
Parking (min.)		
Off-street		1/unit

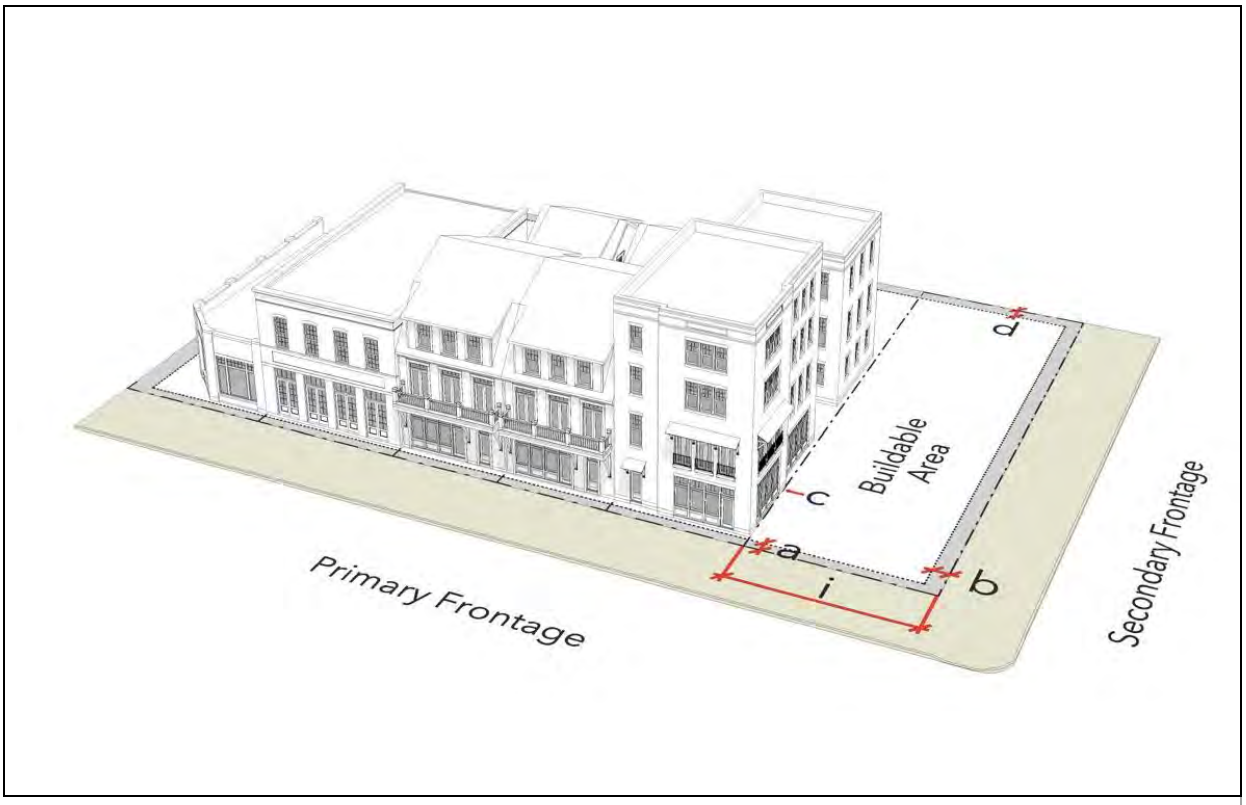
Setbacks - Accessory Building (feet)		
a	Front	50 min.
b	Front, Secondary	5 min.
c	Side (Interior)	1 min.
d	Rear	3 min.
Frontage Yard Types		
Standard		Not Permitted
Shallow		Permitted
Urban		Not Permitted
Pedestrian Forecourt		Not Permitted
Vehicular Forecourt		Not Permitted
Facade Types		
Porch		Permitted
Stoop		Permitted
Common Entry		Not Permitted
Gallery		Not Permitted
Storefront		Not Permitted

Notes:

(1) Mid-block units shall have a minimum 10 foot separation from each other.

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

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



Setbacks - Principal Building (feet)		
a	Front (Com./Res.) (1)	5 max. / 15 max.
b	Front, Secondary (Com./Res.)	5 max. / 15 max.
c	Side (Interior)	0 or 5 min.
d	Rear	none
Frontage (min.)		
	Primary	80%
Lot Occupation		
i	Lot Width	16 ft. min.
	Lot Coverage	75% max.
Building Height (max.)		
	Principal Building (2)	4 stories
	Accessory Building	N/A
Off-street Parking (min.)		
Residential		1/unit
Commercial		Per Sec. 12-2-25(G)(h)

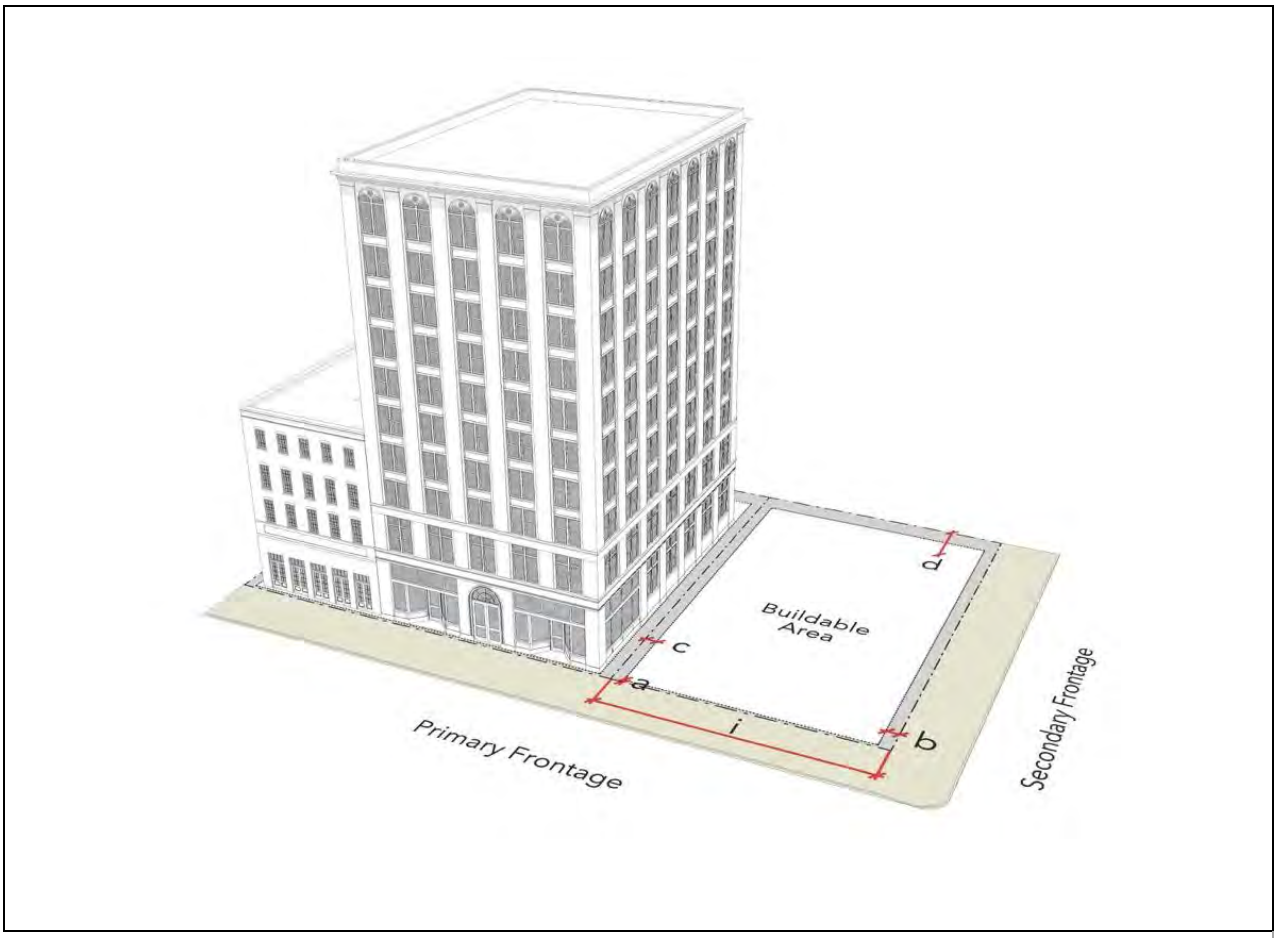
Setbacks - Accessory Building (feet)	
Front	N/A
Front, Secondary	N/A
Side (Interior)	N/A
Rear	N/A
Frontage Yard Types	
Standard	Not Permitted
Shallow	Permitted
Urban	Permitted
Pedestrian Forecourt	Permitted
Vehicular Forecourt	Permitted
Facade Types	
Porch	Not Permitted
Stoop	Permitted
Common Entry	Permitted
Gallery	Permitted
Storefront	Permitted

Notes:

(1) Lots within the Dense Business Area shall be permitted the lesser front setback.

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

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



Setbacks - Principal Building (feet)		
a	Front (Com./Res) (1)	5 max. / 15 max.
b	Front, Secondary (Com./Res)	5 max. / 15 max.
c	Side (Interior)	0 or 5 min.
d	Rear	none
Frontage (min.)		
	Primary	80.0%
Lot Occupation		
i	Lot Width	16 ft. min.
	Lot Coverage	100% max.
Building Height (max.)		
	Principal Building(2)	10 stories
	Accessory Building	N/A
Off-street Parking (min.)		
Residential		1/unit
Commercial		Per Sec. 12-2-25(G)(h)

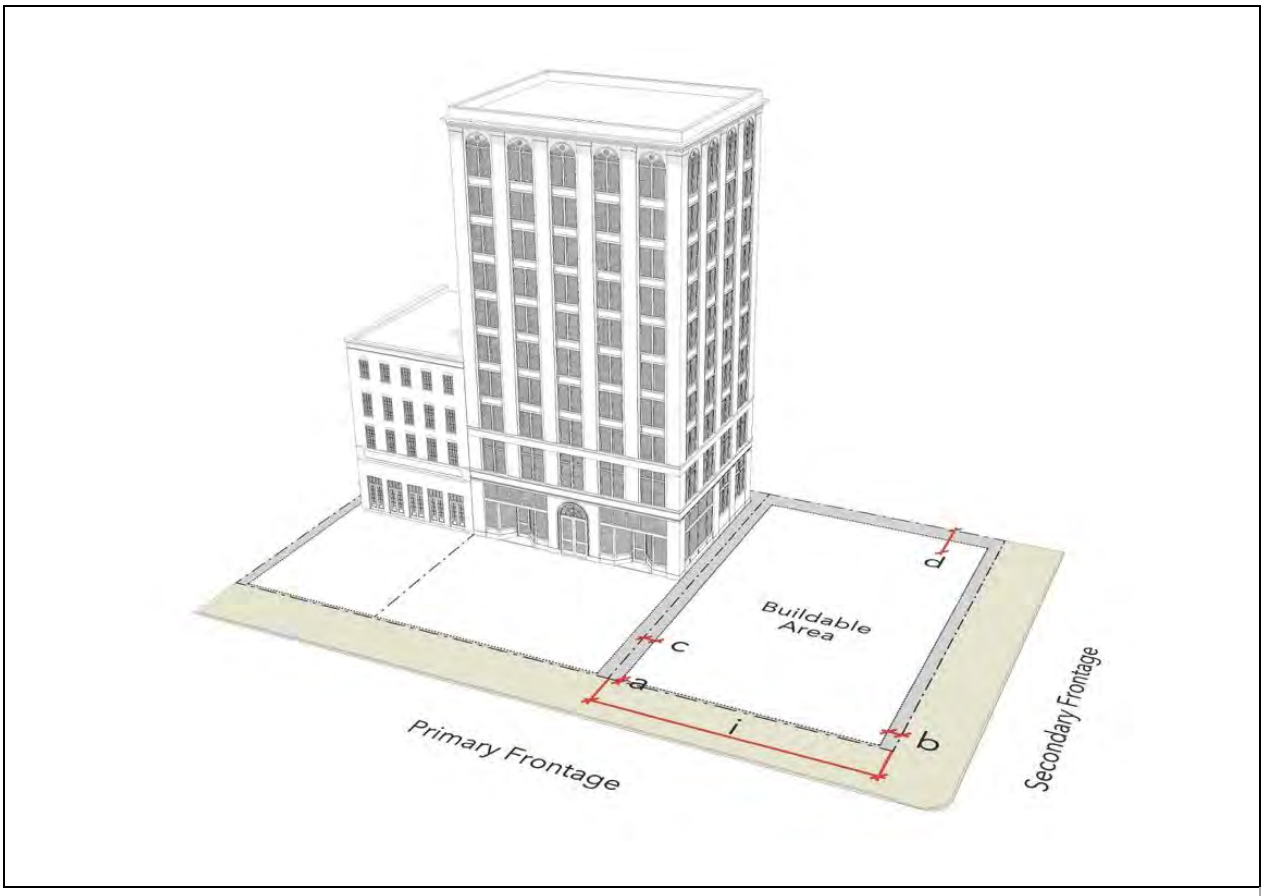
Setbacks - Accessory Building (feet)	
Front	N/A
Front, Secondary	N/A
Side (Interior)	N/A
Rear	N/A
Frontage Yard Types	
Standard	Not Permitted
Shallow	Permitted
Urban	Permitted
Pedestrian Forecourt	Permitted
Vehicular Forecourt	Permitted
Facade Types	
Porch	Not Permitted
Stoop	Not Permitted
Common Entry	Permitted
Gallery	Permitted
Storefront	Permitted

Notes:

(1) Lots within the Dense Business Area shall be permitted the lesser front setback.

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

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



Setbacks - Principal Building (feet)		
a	Front	60 max.
b	Front, Secondary	40 max.
c	Side (Interior)	0 or 5 min.
d	Rear	none
Frontage (min.)		
	Primary	60%

Lot Occupation		
i	Lot Width	16 ft. min.
	Lot Coverage	100% max.
Building Height (max.)		
	Principal Building (1)	10 stories
	Accessory Building	N/A
Off-street Parking (min.)		
Residential		1/unit
Commercial		Per Sec. 12-2-25(G)(h)

Setbacks - Accessory Building (feet)	
Front	N/A
Front, Secondary	N/A
Side (Interior)	N/A
Rear	N/A
Frontage Yard Types	
Standard	Not Permitted
Shallow	Permitted
Urban	Permitted
Pedestrian Forecourt	Permitted
Vehicular Forecourt	Permitted
Facade Types	
Porch	Not Permitted
Stoop	Not Permitted
Common Entry	Permitted
Gallery	Permitted
Storefront	Permitted

Notes:

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

(e) *Frontage Types.*

(a) *Intent.* New buildings proposed for existing neighborhoods should be compatible with or complement the architectural character and siting pattern of neighboring buildings. Maintaining a consistent street-wall is a fundamental component for a vibrant pedestrian life and a well-defined public realm. Buildings closely aligned to the street edge with consistent setbacks, provide a clear sense of enclosure of streets, enabling them to function as pedestrian-scaled outdoor rooms. The placement of buildings along the edge of the sidewalk should be given particular attention as it is that portion of the buildings that is the primary contributor to pedestrian activity.

(b) Frontage yard type shall be selected and specified along frontages in accordance with the Frontage Yard Types in Table 12-2-25.9, and subject to the standards and guidelines in this Section, including the Form Standards in Tables 12-2-25.3 to 12-2-25.8.

(c) In addition to the frontage yard type standards contained within Table 12-2-25.9, the following shall be required:

1. Frontage yards shall be wholly open to the sky and unobstructed, except for trees, roof projections, and permitted encroachments attached to principal buildings and/or accessory buildings.

2. Impervious surfaces and walkways in frontage yards shall be subject to the following requirements:

   a. Where single family attached units occupy a common site, each attached single-family unit with an entrance towards a frontage shall have a walkway connecting the sidewalk to the attached single-family entrance. See Table 12-2-25.9.A (Frontage Yard Types – Shallow Yard) for an illustration depicting single family attached walkway connections.

   b. At cluster courts, the shared court shall have a walkway connecting the sidewalk at the primary frontage with building entries. See Table 12-2-25.9.B (Frontage Yard Types – Cluster Court) for an illustration depicting cluster court walkway connections.

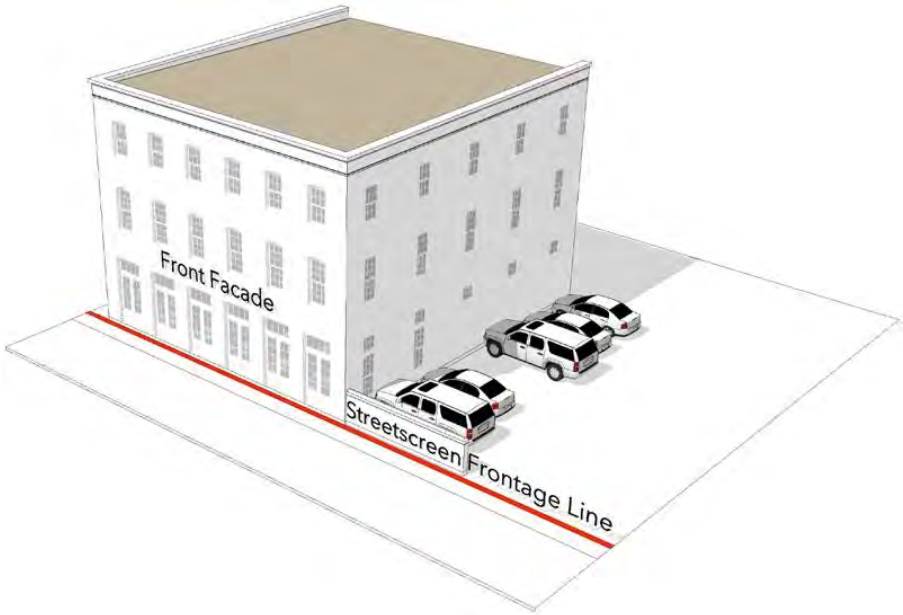
3. In R-NC, R-NCB, R-2, C-1, C-2, C-2A, and C-3, any portion of a frontage not occupied by buildings,

driveways, or walkways shall be lined with a streetscreen as follows:

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

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

Illustration 12-2-25.6 – Streetscreen Illustrated



4. Street trees and landscaping in frontage yards shall comply with the requirements of Sec. 12-2-25(H).

5. Stormwater ponds shall be prohibited along frontages.

6. Frontage yard setbacks shall be as follows:

   a. Buildings shall be set back in accordance with the Form Standards specified in Tables 12-2-25.3 to 12-2-25.8.

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

Table 12-2-25.9 – Frontage Yard Types

A. Standard Yard (Fenced or not)	
Illustration	
Surface	50% minimum shall be pervious material. A minimum of one (1) tree is required per Section 12-2-25(F)(A). Paving is limited to walkways, and driveways.
Walkways	One (1) per frontage connecting the sidewalk at the primary frontage with building entries.
Fencing	Permitted along frontage lines, and according to Section 12-2-25(E)(H).

B. Cluster Court	
Illustration	
Surface	A minimum 50% of the court shall be landscaped with ground cover, trees, or understory trees. Paving is limited to walkways, and driveways.
Walkways	Court shall be a minimum 20 feet wide and a min. 1,000 sq.ft. in size, and shall have a walkway connecting the sidewalk at the primary frontage with building entries.
Fencing	Permitted except along street frontages, fronted by a shared court, according to Section 12-2-25(E)(H).

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

D. Urban Yard	
Illustration	
Surface	Shall be paved at sidewalk grade.
Walkways	Shall be paved at sidewalk grade. Vegetation is permitted in raised containers.
Fencing	Not permitted

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

F. Vehicular Forecourt	
Illustration	
Surface	Driveway shall be paved at sidewalk grade. The remainder of front setback may be paved or landscaped.
Fencing	Low wall, maximum 24 inches high, of either brick, or stone is permitted.
Area	Forecourt: 4,200 sq.ft. maximum
Activation	Shall be lined with habitable space on 3-sides, or on 2-sides at corner sites.

(f) *Building Elements.*

(a) *Intent.* Buildings should be architecturally articulated with such elements as distinguishing expression lines, changes in fenestration, material and/or color and designed in proportions that reflect human-scaled pedestrian movement to encourage interest at the street level.

(b) *Façade Types.* Façade Types shall be as follows:

1. Porches, stoops, common entries, galleries and storefronts shall constitute allowable Façade Types as defined in Table 12-2-25.10 in accordance with the Form Standards in Tables 12-2-25.3 to 12-2-25.8.

2. Façade Types shall be selected and specified along frontages in accordance with Table 12-2-25.10.

   a. Porches shall not be required for single family detached and two family (duplex).

3. Projections into setbacks shall be permitted as follows:

   a. Roof overhangs, cornices, window and door surrounds and other facade decoration may project up to two (2) feet.

   b. Where permitted, shading devices may project into the front setback up to the property line with a minimum eight (8) foot clearance.

   c. Balconies may project up to three (3) feet.

   d. Bay windows may project up to three (3) feet.

   e. Porches and stoops may project in accordance with the Façade Types defined in Table 12-2-25.10.

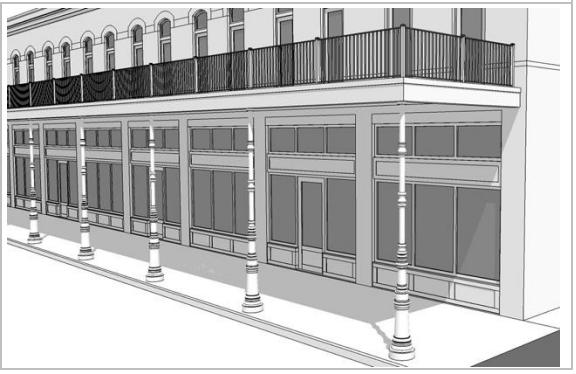
   f. Projections shall not, in any instance, exceed beyond the property line.

Table 12-2-25.10 – Façade Types

A: Porch		
Entry Grade	Minimum 18 inches above average finished grade	
Requirements	• Required at the primary building entrance. • Porches shall be a minimum 6 feet in depth. • Porches and related structures may project into front setbacks a maximum 10 feet. • Porch openings shall be vertical in proportion. • Porches shall be a maximum 10 feet in height. Columns shall have a minimum diameter of six (6) inches, and should have a capital and a base.	

B: Stoop		
Entry Grade	Minimum 34 inches above average finished grade	
Requirements	• A stoop is required at building entrances, projecting from the facade. • Wood is prohibited for stoop railings. • Stoops and related structures may project into front setbacks up to 100%.	

C: Common Entry		
Entry Grade	Minimum 18 inches and a maximum 24 inches above average finished grade	
Requirements	• A single collective entry to a multi-family lobby is required at the primary building entrance. • Canopies and awnings are permitted to project into front setbacks up to 100% of their depth.	

D: Gallery		
Entry Grade	At average sidewalk grade	
Requirements	• Where a gallery occurs, it is required along a minimum of 80% of the frontage. • Encroachments are permitted according to Section 12-2-25(E)(G). • Awnings are not permitted in galleries.	

E: Storefront		
Entry Grade	At average sidewalk grade	
Requirements	• A storefront is required at the primary entrance of the tenant space. Storefronts are permitted according to Section 12-2-25(G)(f)(d).	

(c) *Building Entries.* Building entries shall be as follows:

1. Building entrances shall be clearly visible from the street.
2. One (1) building entry shall be provided every eighty (80) feet of facade leading to a habitable space.
3. Building entries for mixed use buildings shall differentiate entrances for residential and commercial uses.
4. Entries for multi-family buildings shall provide protection from the elements with canopies, marquees, recesses or roof overhangs.
5. Residential building entries shall be restricted as follows:
   a. Single family and multi-family residential buildings shall be raised above average finished grade, at the front property line, according to Façade Types defined in Table 12-2-25.10.
   b. In no instance shall single-family and multi-family residential building entries be raised less than eighteen (18) inches above average finished grade.
   c. Entry grade shall be measured from the average finished grade to the first finished floor.
6. Mixed-use and commercial building entries shall be at average sidewalk grade.

(d) *Storefronts.*

1. Intent. Storefronts should be architecturally articulated through the varied use of high-quality durable materials, display windows, entrances, awnings and buildings signs. Their signage, glazing and doors should be conceived as a unified design. High quality, durable materials are especially important at street level within reach of pedestrians.
2. Storefronts shall provide a minimum of 70% glazing (void to solid ratio of surface area along principal facades at the ground level).
3. Extruded aluminum storefront frames are discouraged, and where used, shall present a simple, relatively flat profile to avoid heavily extruded profiles.

4. Opaque, smoked, and reflective glass on storefront windows shall be prohibited. Low-E shall be permitted as per Florida Building Code.

5. Materials for storefronts shall consist of stone, brick, concrete, stucco, metal, glass, cementitious siding and/or wood. Construction detail and finish shall adhere to craftsman standards.

6. Outdoor dining areas on sidewalks and/or within the public right-of-way shall be permitted subject to the following standards:

   a. Outdoor dining areas shall be separated from public walkways and streets using railings, fences, bollards, planters, and/or landscaping.

   b. A minimum unobstructed pedestrian path of at least six (6) feet wide shall be provided along public right-of-ways.

   c. Outdoor dining areas within the public right-of-way shall comply with Sec. 12-12-7 (license to use).

(g) *Building Encroachments.*

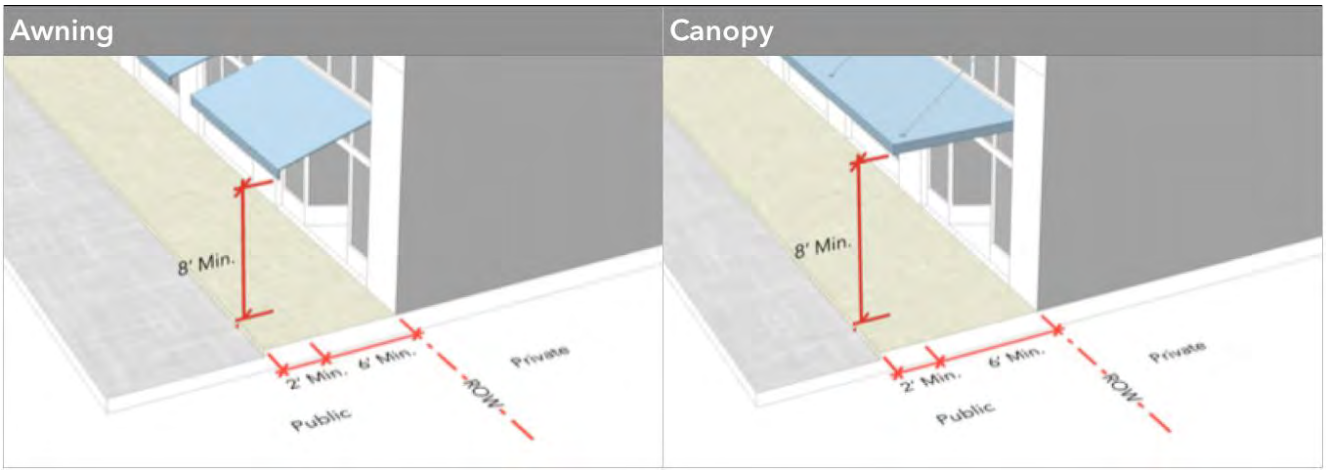
(a) Encroachments located within the public right-of-way shall comply with Sec. 12-12-7 (license to use), Sec. 12-2-35 (visibility triangle) and any clearance standards established by the Engineering Division of the City of Pensacola Public Works and Facilities Department and the Florida Greenbook.

(b) Awnings for storefronts and canopies are not subject to Sec. 12-12-7 (license to use) but shall be restricted as follows:

1. Awning and canopies may project into the public right-of-way, up to a maximum of two (2) feet from the curb.

2. Awnings and canopies shall be a minimum of six (6) feet in depth and have a minimum of eight (8) feet of vertical clearance. See Illustration 12-2-25.7 for a depiction of awning and canopy encroachment measurements.

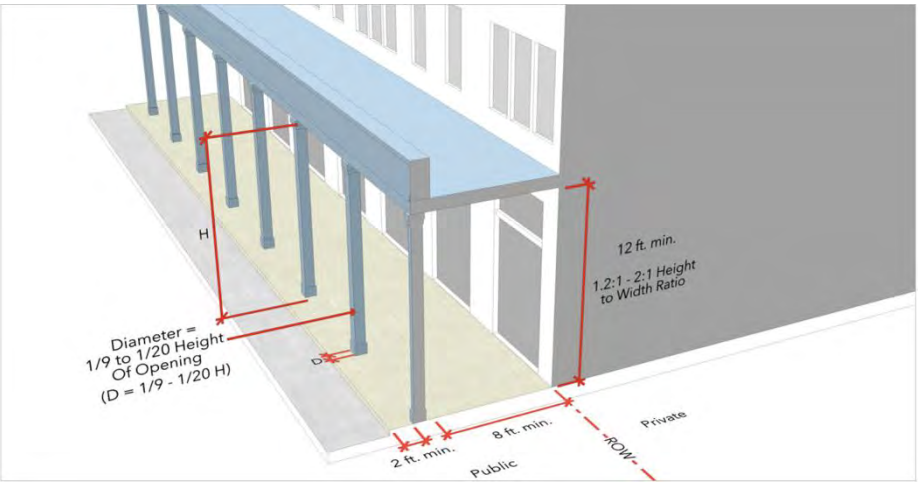
Illustration 12-2-25.7 – Awning and Canopy Encroachment Measurements



(c) Galleries shall be restricted as follows:

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

Illustration 12-2-25.8 - Gallery Encroachments



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

(a) Intent. The intent of these standards is to guide the placement and design of parking, when it is provided. Vehicular parking spaces should be carefully integrated to avoid the negative impacts of large surface parking areas on the pedestrian environment. In general, parking supply should be shared by multiple users and property owners to facilitate the ability to "park once and walk". On-street parallel parking is encouraged on both sides of the street to provide a supply of convenient shared parking, and as a means to provide a protective buffer for pedestrians on the sidewalk. Where surface parking is permitted, it should be hidden or screened from the pedestrian realm by use of garden walls and narrow landscape edges. Parking garages, where provided, should be masked from frontages by liner buildings no less than 24 feet in depth. They are encouraged to be designed for possible future conversion to other non-parking functions, including office, residential and/or commercial use.

(b) All parking access and design shall comply with the Form Standards in Tables 12-2-25.3 to 12-2-25.8 and the following:

1. Parking standards in the Dense Business Area (DBA) defined in Chapter 12-14 (definitions) shall take precedence over the Form Standards in Tables 12-2-25.3 to 12-2-25.8 and those included in this subsection.

2. Minimum parking requirements are as follows:

   a. Parking requirements shall be in accordance with Sec. 12-3-1(B) (parking requirements for specific land uses) with the following exception:

      (1) Off-street parking requirements for residential use types shall be one (1) space per unit unless otherwise exempted.

   b. Shared parking shall be according to Sec. 12-3-1(D) (off-site parking).

   c. Parking reductions shall be calculated according to Table 12.3-1 (Downtown Pensacola CRA Parking Reductions).

   d. Lots thirty (30) feet or less in width shall not be subject to minimum parking requirements, except for:

      (1) Lots fronting streets where on-street parking is not permitted.

   e. Lots less than forty-two (42) feet wide shall be accessed from a rear lane, where possible. Where not possible, the following exceptions shall be permitted, in coordination with the Engineering Division of the City of Pensacola Public Works and Facilities Department:

      (1) Parking in the rear of the lot, subject to accessory structure setbacks as defined within the Form Standards in Tables 12-2-25.3 to 12-2-25.8. Shared driveways are encouraged.

      (2) A single-car garage, subject to the minimum frontage occupation requirements defined within the Form Standards in Tables 12-2-25.3 to 12-2-25.8.

      (3) Driveways shall be exempt from minimum width and spacing requirements defined in Sec. 12-2-25(I)(b)(d).

   f. Lots shall be accessed through a rear lane when the development is over 75% of the block.

3. Vehicular parking location is restricted as follows:

   a. Single family residential types.

      (1) Residential off-street parking, where required, shall be provided within garages,

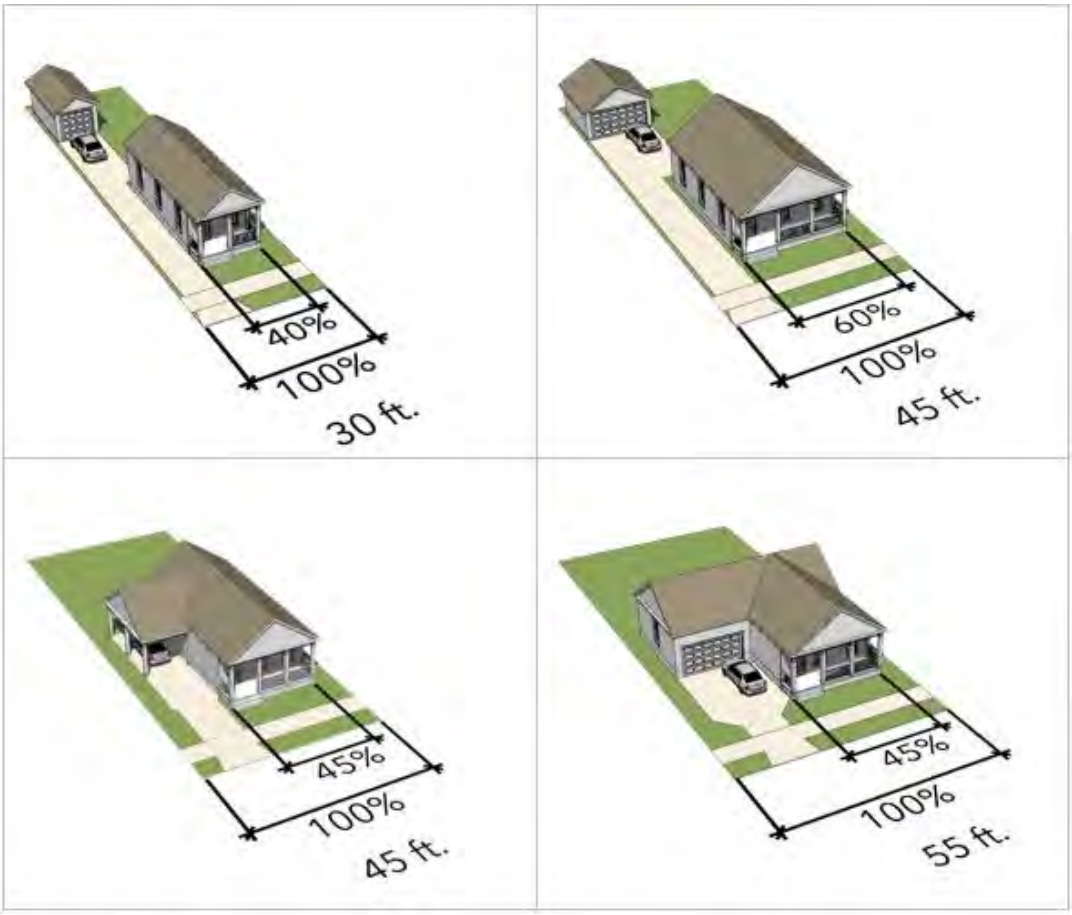
carports or on driveways for all single family residential types.

(2) Uncovered parking shall be permitted the entire length of the driveway, including within the front setback, but not beyond the property line.

(3) *Single-family detached and two-family (duplex) Off-street Parking.*

a. Covered or garage parking for single-family detached and two-family (duplex) buildings shall be setback a minimum twenty (20) feet behind the principal building façade. See Illustration 12-2-25.9 for a depiction of covered parking placement for single family detached and two-family attached (duplex) buildings.

Illustration 12-2-25.9 – Garage Locations Illustrated



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

Illustration 12-2-25.10 – Driveway Locations Illustrated

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

(5) Tandem parking is encouraged.

(6) Shared driveways are encouraged.

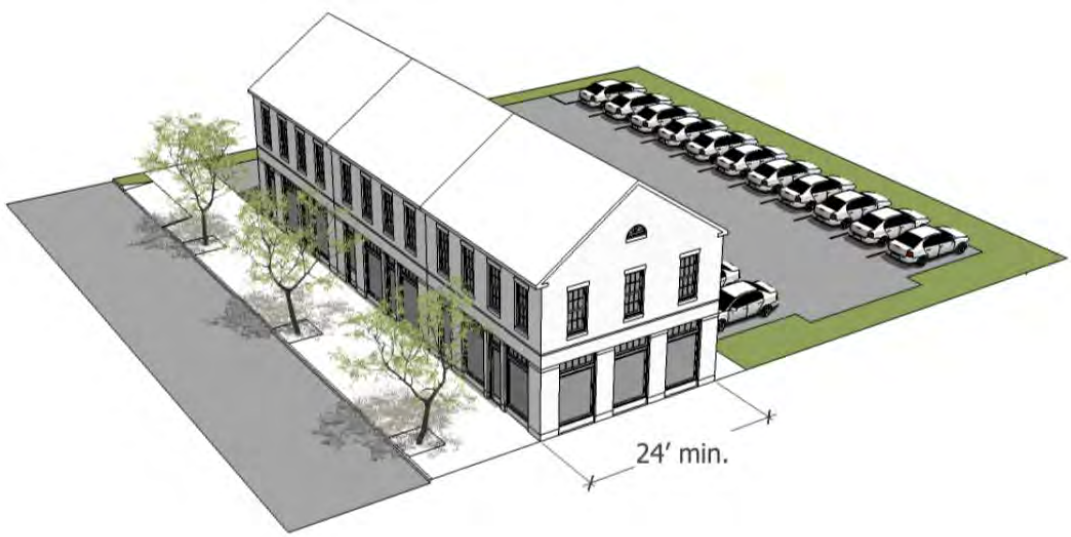
b. Multi-family, mixed use and non-residential types.

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

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

(2) Off-street parking shall be masked from frontages by liner buildings no less than 24 feet in depth. See Illustration 12-2-25.11 depicting off-street parking lot masking with liner buildings.

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



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

4. Bicycle parking.

a. Minimum bicycle parking requirements shall be as follows:

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

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

Table 12-2-25.11 - Minimum Required Bicycle Parking

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

**Excluding C3C Context Zones.*

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

b. Bicycle parking configuration shall be as follows:

(1) Bicycle racks shall not be located within:

a. Five (5) feet of fire hydrants.

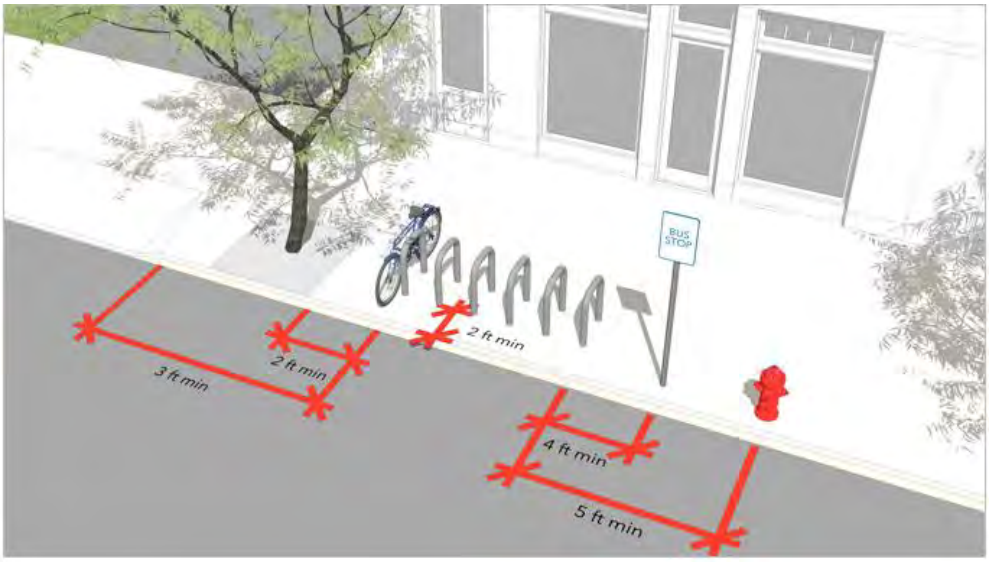
b. Four (4) feet of loading zones and bus stop markers

c. Three (3) feet of driveways and manholes

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

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

Illustration 12-2-25.12 – Bicycle Rack Clearances



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

(1) Bicycle racks installed parallel to curbs shall be set back from the curb a minimum of two (2) feet, as illustrated in Illustration 12-2-25.11.

(2) Bicycle racks installed perpendicular to curbs shall allow for a minimum clearance of two (2) feet at the curb and six (6) feet of pedestrian way with a 56 cm or 22 in bicycle properly locked to the rack.

(3) Bicycle racks should be spaced a minimum of 36 inches apart.

(4) Bicycle racks shall allow bicycle frames to be locked at two points of contact with the rack.

(i) *Fences and walls.*

(a) Where provided, fences and walls shall provide full enclosure.

(b) Fences and walls shall be restricted according to Frontage Yard Types in Table 12-2-25.9 and Sec. 12-2-35 (visibility triangles).

(c) Height of fences and walls shall comply with the following:

1. Height shall be limited to a minimum 30 inches and a maximum 42 inches within the front setback.
2. Height shall be limited to eight (8) feet behind the building face at non-frontages.

(d) Materials for fences and walls shall be limited as follows:

1. Approved materials shall include, but are not limited to wood, brick, stone, and wrought iron.
2. Vinyl is discouraged on all frontages.
3. Chain-link, exposed concrete block, barbed-wire and razor wire shall be prohibited.
4. Wood fences shall have the finished side to the public frontage.
5. Where hedges are utilized along frontages, they shall be maintained in accordance with Sec. 12-2-25(H)(b)5.

(j) *Windows and Glazing.*

(a) Windows shall meet the following requirements:

1. Windows on frontages shall be square or vertical in proportion, with the exception of transoms and special windows.
2. Windows should have muntins for residential building types, which should be vertical in proportion.
3. Single panes of glass shall not exceed 20 square feet for residential building types.

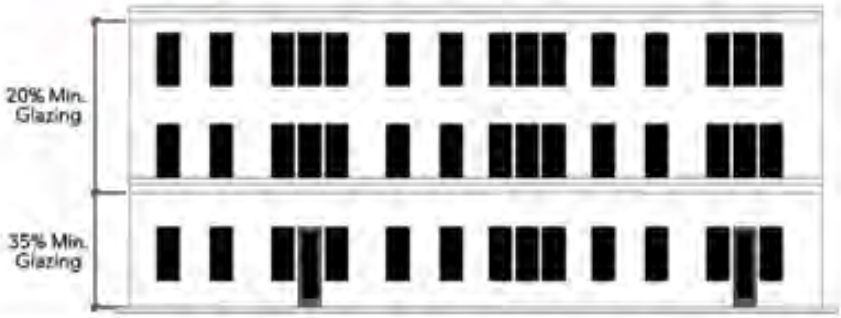
(b) Glazing shall meet the following requirements:

1. Storefront glazing requirements shall be according to Table 12-2-25.12.
2. For residential and mixed use buildings, excluding commercial uses at grade, the percentage of glazed wall area shall be a minimum 20%.
3. Reflective and tinted windows shall be prohibited for residential buildings.
4. Stained, reflective and tinted windows shall be prohibited at ground floor commercial uses. Low-E is permitted as per Florida Building Code.

Table 12-2-25.12 – Glazing Requirements

Residential	
At & Above Grade	Minimum 20% along frontages

Multi-Family & Office	
Above Grade	Minimum 20% along frontages
At Grade	Minimum 35% along frontages



Mixed-use	
Above Grade	Minimum 20% along frontages
At Grade	Minimum 70% along frontages

(k) *Lighting on Private Property*

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

(H) Landscape Standards and Guidelines.

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

(b) *Landscape on Private Property.*

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

1. For single-family detached and two-family lots, one tree for every lot or for every 50 feet of linear frontage along the right-of-way shall be preserved or planted. Trees planted to meet this requirement shall be as follows:

   a. Measured at diameter breast height (DBH), as described in Sec. 12-6-2(E)(DBH).

   b. For lots with a front setback of less than eight (8) feet where planting in front yards is not possible, required trees shall be planted elsewhere on the block itself.

2. Ground vegetation or shrub plantings with spines, thorns, or needles that may present hazards to pedestrians, bicyclists, or vehicles shall be maintained a minimum distance of two (2) feet from the edge of walkways and sidewalks.

3. In single-family detached and two-family lots, trees shall be protected in accordance with Section 12-2-10(A)(5)(b) (protection of trees).

4. When off-street parking is located in front or side setbacks, a year-round streetscreen along the street edge(s) of the parking lot shall be installed as a means of buffering, according to Sec. 12-6-3(B) (off-street parking and vehicle use areas).

5. Hedges planted along street right-of-ways shall be between three (3) and five (5) feet in height at maturity.

(b) Minimum landscape area requirements of the development site for all building types except single family detached and two-family attached (duplex) shall be according to Table 12-2-25.13. Landscape requirements for single family detached and two-family attached shall be in accordance with Sec. 12-2-25(H)(b)(a) and Table 12-2-25.9, Frontage Types.

Table 12-2-25.13 - Minimum Landscape Area Requirements

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

(c) *Buffer Yards.*

(a) In addition to the buffer yard requirements of Sec. 12-2-32 the following shall apply:

1. Berms shall not be installed as part of a required buffer without review and approval by the Engineering Division of the City of Pensacola Public Works and Facilities Department to ensure a proposed berm will not have a detrimental effect on adjacent properties by impeding or diverting stormwater flow.

2. Berms shall be planted and stabilized to prevent erosion.

3. Buffer yards may be used to create rain gardens or other stormwater facilities with the selection of appropriate plant material, according to the City's approved plant list and approval by the a Engineering Division of the City's Public Works and Facilities Department.

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

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

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

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

(a) Street trees shall be provided in the public right-of-way for all developments except single family detached and two-family (duplex), in accordance with Sec. 11-4-88 (placement of trees and poles), Sec. 12-6-3 (landscaping requirements) and this subsection.

(b) Where street trees cannot reasonably be planted, payment in lieu of planting shall be made to a new and dedicated CRA tree planting fund, at the value established in Section 12-6-6(B)(5).

(c) Street tree planting, and maintenance requirements shall be as follows:

1. For each lot, one tree shall be provided on an average of thirty-five (35) linear feet of public right-of-way frontage, where no underground utility conflicts exist.

2. Where greenways exist, trees shall be required to be planted within the greenway. The following exceptions shall apply:

   a. Where no greenway exists or where the greenway is less than three (3) feet wide, between sidewalk and curb, required street trees shall be planted on the block.

   b. Where planting within the greenway is infeasible due to utility conflicts, required street trees shall be planted on the block

3. Trees planted three (3) feet or less from a public sidewalk shall have a minimum clearance of six feet and six inches (6’-6”) between the public walking surface and the lowest branches at planting.

4. Mature trees shall be maintained at a minimum clearance of eight (8) feet above the public walking surface.

5. Trees planted within the public right-of-way shall include a root barrier to prevent the shifting of sidewalks at maturity.

6. Installation of tree pits and grates within the public right-of-way shall be coordinated with the City of Pensacola Public Works and Facilities Department for style consistency. Installed tree pits and grates shall be maintained by the property owner in perpetuity.

7. Where possible, trees may be clustered together to share soil space.

(d) Tree selection shall be limited to those allowable plantings contained within the Tree Replant List specified in Appendix B (Tree Replant List). The following conditions shall apply:

1. Where overhead utilities occur, a tree with smaller size at maturity shall be selected.

(e) Tree selection and placement shall be coordinated with the Engineering Division of the City of Pensacola Public Works and Facilities Department and subject to Sec. 12-2-35 (visibility triangle) and Sec. 12-2-7 (license to use).

(f) Mixed-use and non-residential building types shall comply with the following:

1. Where galleries are not provided, street trees shall be planted, unless in conflict with underground utilities. Where there are overhead utilities, appropriate species from the Tree Replant List specified in Appendix B shall be selected.

2. Where a gallery is provided, and the greenway that occurs between the sidewalk and the back of curb is less than three (3) feet wide, no street trees shall be required.

3. Where a greenway at least three (3) feet wide occurs between the gallery and the back of curb, and no overhead or underground utilities prevent street tree installation, planting of a street tree shall be required.

4. Where paved surface occurs between the gallery and curb, installation of street trees in individual tree pits with tree grates, or linear planters with pervious pavers between several trees, shall be required.

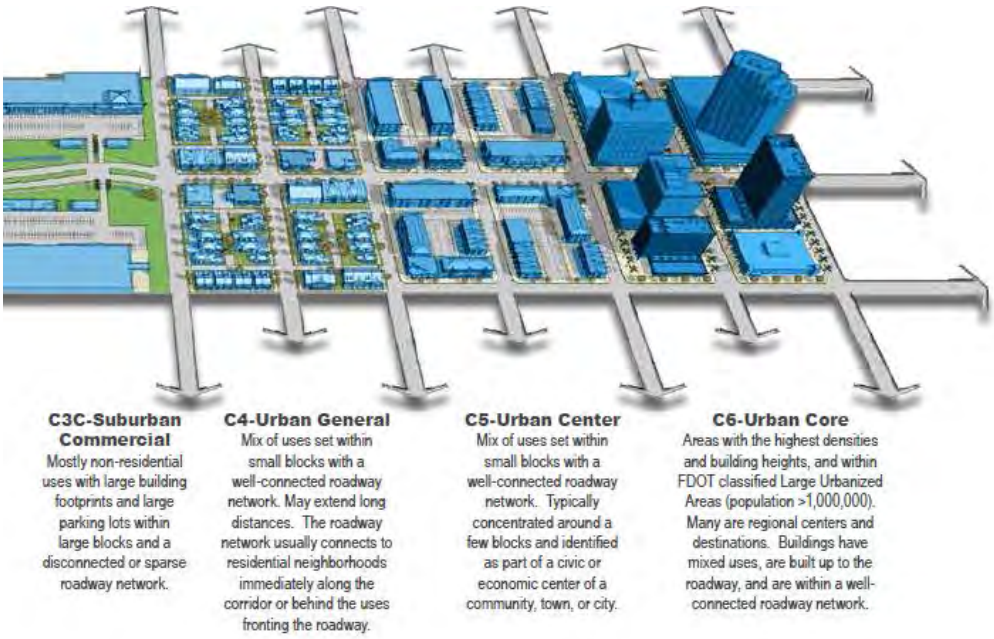
5. Where trees are planted in sidewalk planters, the minimum sidewalk planting pit dimensions shall be four feet by four feet (4’ x 4’).

(I) Thoroughfare Standards and Guidelines.

(a) Context Classification.

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

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



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

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

Context Classification (FDOT) Zone	Zoning District
C4 – Urban General	R-1AAA through R-2
C5 – Urban Center	R-NC through C-3
C3C – Suburban Commercial	C-3 adjacent to M-1 or M-2. *Limited to segments which abut such zoning districts.* M-1 M-2

(b) Street Design.

(a) Design of local streets shall be guided by the Florida Greenbook, Chapter 19 Traditional Neighborhood Design.

(b) Where a greenway of at least five (5) feet exists, driveway approaches and curb cuts shall not be permitted to interrupt the sidewalks.

(c) *Sidewalks.* Sidewalks shall be required on all street frontages in residential, nonresidential, commercial and industrial developments in accordance with standards established by the Engineering Division of the City's Public Works and Facilities and the Florida Greenbook.

(d) *Driveways and curb cuts.* Driveway, driveway approaches and curb cut requirements shall be as follows:

1. *Single-family residential types*. Driveway and curb cut widths for single-family residential types shall be according to Table 12-2-25.16.

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

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

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

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

Driveway Type	Minimum Width	Maximum Width
All	12 feet	24 feet

3. Driveway and curb cut spacing on a single property shall be a minimum of 42 feet with the following exception:
   a. Lots less than forty-two (42) feet wide shall be exempt from driveway spacing requirements.

(J) Definitions. [Definitions enumerated.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided

pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Passed: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

<u>CRA Urban Design Standards Overlay Outreach and Public Input Opportunities</u>

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

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

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

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

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

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

2/13/2018: Charrette Email Blast

2/14/2018: Charrette Email Blast

2/15/2018: Charrette Email Blast

2/15/2018: Charrette Email Blast

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10/11/2018: City Council Public Hearing – 5:30 p.m.

11/8/2018: City Council Meeting – 5:30 p.m.

Other Outreach Efforts:

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

CRA Urban Design Overlay District- City Staff and Community Comments

CITY STAFF COMMENTS			
Commentator	**Referenced Section**	**Comment**	**Response**
Public Works	2.2-2.4	Is this document going to trump the LDC entirely?	No, the document will not trump the LDC entirely. Where a conflict exists between the Overlay and the underlying land development regulations, the Overlay will prevail. The Overlay will not alter allowable land uses under the current zoning, however, it will, in some instances modify dimensional standards and provide additional clarifying language related to the existing zoning. The Overlay's provisions will be limited to the Urban Core, Westside and Eastside Redevelopment Areas, excluding the City's existing Special Review Districts (SRD's) and the Port of Pensacola.
Public Works	Table 5.4.1.(D)	Tree cannot reduce required width for 5' wide pedestrian path.	Correct, trees cannot reduce the required width for a 5' wide pedestrian path. All ADA regulations must be adhered to. Table 5.4.1.(D) does not supersede ADA, not does any other section of this Overlay.
Public Works	Section 5.5.1.e.i. (1)	First floor elevation shall be a minimum of 9 feet above sea level. 9' above sea level? Having a hard time understanding that elevation requirement.	Section deleted.
Public Works	Section 5.5.1.e.iii	"Mixed-use and non-residential building entries be at sidewalk grade." What if you're in a flood zone and your FFE has to be elevated?	Section 5.5.1.e.iii relates to minimum elevation, and will not impact flood zone requirements. Existing regulations pertaining to ADA and flood zone requirements must be adhered to.
Public Works	Table 5.5.1.D	"Encroachments are permitted according to Section 5.5.3. No encroachment into the City right of way is allowed without a license to use (LTU).	Added language re: LTU for all encroachments.
Public Works	Table 5.5.1.E	Arcade & Colonnade states "Encroachments are permitted according to Section 5.5.3. No encroachment into the City right of way is allowed without a license to use (LTU).	Removed arcades and colonnades as possible encroachments.
Public Works	Entirety of Section 5.6	No encroachment into the City right of way is allowed without a license to use (LTU). This entire section promotes/encourages the idea of encroachments.	Added language re: LTU for all encroachments.
Public Works	5.7 Intent	This is going to impede development.	Your Land Development Code and Comprehensive Plan encourage on-street parking already.
Public Works	5.7.1.d	So is this saying if no on-street parking is allowed they have to build a garage? Then in 5.7.3.ii they force them back into the lot?	If on-street parking is not allowed then parking will be placed behind the front facade or in the rear of the lot, however, a garage is not required.
Public Works	5.7.1.e.i	So who determines if the rear lane is possible?	Rear lane feasibility will be subject to the discretion of the developer.
Public Works	5.7.2.a	How is this even possible to enforce? Also in the ROW requires LTU.	Language included to coordinate with Public Works. As for enforcement, it is same as meeting parking requirements. Submissions will have to show how and where bicycle parking is provided.
Public Works	5.7.3.a.ii	How do you do this if the lot is 30 ft wide and no on-street parking.	It requires that covered or garage parking be placed towards the back of the lot for theses narrowest of lots to ensure garages do not overwhelm the front yard. Uncovered parking is also permissible.
Public Works	5.7.3.a.iv	LDC requires 42 feet, 20 feet is way to close and will clutter up City right of way. Also poses a safety issue.	Modified language to 42 feet. This makes circular driveways for single-family lots not possible. Not a bad thing!
Public Works	5.7.3.a.vi	Shared driveways are not good. They're contradicting themselves in iv and vi.	No contradiction. Shared driveways are encouraged not required.
Public Works	5.7.3.b.i	How is this going to be enforced after the building is built and they park in front of the house?	For multi-family buildings, off-street parking cannot be provided in the front yard. If the front yard is not designed as a parking lot it should be simple This is an enforcement issue.
Public Works	5.8.4.c	Chain link is actually allowed in Old East Hill Preservation District but according to these standards would not be allowed in the CRA.	Chain link is prohibited in many of the SRD and should be also in the CRA areas for commercial and residential properties. For industrial, it is permitted.
Public Works	6	Landscaping is subject to visibility triangles like everything else.	It was always the intention to have visibility triangles maintained. We have added that language as a reminder.
Public Works	6.1.1.a	How do you do this with a 30' or 50' lot? Is the City going to take ownership of said tree due to requirements imposed?	Any lot 50 feet or less requires a tree planted in private yard, with restrictions, so property owner's responsibility.
Public Works	6.1.1.b	Enforcement…most sidewalk owners don't keep clear now let alone 2' from them.	Agreed, enforcement issue.
Public Works	6.1.1.3	Depending on location visibility triangle will not allow this.	Visibility triangles must be adhered to.

CRA Urban Design Overlay District- City Staff and Community Comments

<table>
<tr><td>Public Works</td><td>6.3.2</td><td>Replace “city engineer” with “A certified arborist and the Engineering Division of the City’s Public Works and Facilities Department.”</td><td>Currently, tree plantings within the public right-of-way are subject to review and approval by the Engineering Division of the City's Public Works and Facilities Department. A certified arborist is not currently required or available on staff. The Overlay standards would maintain the City's existing procedure for trees in the public right-of-way. Tree selections shall be limited to species identified within the City's recommended plant list contained within Section 12-6, Appendix B.</td></tr>
<tr><td>Public Works</td><td>6.3.5.a and 6.3.5.c:</td><td>Shall include root barrier to not shift sidewalks at maturity.</td><td>Added language.</td></tr>
<tr><td>Public Works</td><td>6.3.5.b</td><td>Enforcement? Owner? Which brings us back to the first question.</td><td>Yes, enforcement issue.</td></tr>
<tr><td>Public Works</td><td>6.3.5.d</td><td>What if you only have a 30’ lot?</td><td>This section addressed tree planting in public ROW, not private lots.</td></tr>
<tr><td>Public Works</td><td>6.3.6.a and 6.3.6.c:</td><td>Again not without “A certified arborist and the Engineering Division of the City’s Public Works and Facilities Department.”</td><td>Resolved per revised 6.3.2. Any tree planted in public ROW must be approved by the Engineering Division of the City’s Public Works and Facilities Department.</td></tr>
<tr><td>Public Works</td><td>6.3.6.c, 6.3.6.d, and 6.3.6.e</td><td>Shall include root barrier to not shift sidewalks at maturity.</td><td>Added language once at beginning of section 6.3.</td></tr>
<tr><td>Public Works</td><td>7.1.2</td><td>Refers to “driveway apropos”. Don’t think that is the correct word you are wanting to use…aprons?</td><td>Correction made.</td></tr>
<tr><td>Public Works</td><td>8</td><td>Define the following: buffer yard, and greenway.</td><td>Greenway already defined (see Parkway/Greenway/Verge in Section 8) Buffer yard is already defined in your zoning code, in Section 12-14.</td></tr>
<tr><td>Public Works</td><td>12-2-82 (C)(1)(a)</td><td>Driveway width reduction may be detrimental to large commercial development.</td><td>Proposed reduction minor. For maximum driveways it is reduced from 24 feet to 22 feet. The proposed reduction for minimum driveway is to permit a single travel lane minimum driveway width of 10 feet, verses 20 feet.</td></tr>
<tr><td>Public Works</td><td>12-6-01</td><td>Gulf Power and other aerial utility providers may want a chance to review this.</td><td>Coordination is required with Engineering Division of the City’s Public Works and Facilities Department.</td></tr>
<tr><td>Public Works</td><td>General/Admin Comments</td><td>Is it the intent to have a LDC for the City and a completely separate LDC that only applies to the CRA? This creates confusion for staff. I don’t fully understand this Context Classification concept, but the more rules we create, the harder it’s going to be for staff to enforce.</td><td>We are proposing an Overlay District for the CRA areas, much like the existing Special Review Districts (SRD) work today. This is not a completely separate LDC. Please review the Transportation Support Document written by Hall Planning & Engineering as part of this scope of work.</td></tr>
<tr><td>Public Works</td><td>5.7.2.c.ii</td><td>Does not meet clear recovery zone requirements.</td><td>While the AASHTO Green Book and the Roadside Design Guide provide excellent guidance for areas of general context, the Florida Greenbook Chapter 19 applies to Traditional Neighborhood Design context. The entire Community Redevelopment Area is characterized as a traditional neighborhood desig, based on features such as the universal small block grid layout originally platted. Clear zone considerations are addressed and will be guided by the Florida Greenbook.</td></tr>
<tr><td>Public Works</td><td>5.7.2.c.ii</td><td>Again there are many constiderations on determination of the distance of a clear zone but this is just the basic lengths. Most of the City lands under the very top one of 40MPH or lower and under 750 ADT but depending on what road it is the ADT does rise and the distance gets bigger.</td><td></td></tr>
<tr><td></td><td></td><td>
<table>
<tr><th rowspan="2">DESIGN SPEED</th><th rowspan="2">DESIGN ADT</th><th colspan="3">FORESLOPES</th><th colspan="3">BACKSLOPES</th></tr>
<tr><th>6:1 or Flatter</th><th>5:1 to 4:1</th><th>3:1</th><th>3:1</th><th>5:1 to 4:1</th><th>6:1 or Flatter</th></tr>
<tr><td rowspan="4">40 mph or less</td><td>Under 750c</td><td>7-10</td><td>7-10</td><td>b</td><td>7-10</td><td>7-10</td><td>7-10</td></tr>
<tr><td>750-1500</td><td>10-12</td><td>12-14</td><td>b</td><td>10-12</td><td>10-12</td><td>10-12</td></tr>
<tr><td>1500-6000</td><td>12-14</td><td>14-16</td><td>b</td><td>12-14</td><td>12-14</td><td>12-14</td></tr>
<tr><td>Over 6000</td><td>14-16</td><td>16-18</td><td>b</td><td>14-16</td><td>14-16</td><td>14-16</td></tr>
<tr><td rowspan="4">45-50 mph</td><td>Under 750c</td><td>10-12</td><td>12-14</td><td>b</td><td>8-10</td><td>8-10</td><td>10-12</td></tr>
<tr><td>750-1500</td><td>14-16</td><td>16-20</td><td>b</td><td>10-12</td><td>12-14</td><td>14-16</td></tr>
<tr><td>1500-6000</td><td>16-18</td><td>20-26</td><td>b</td><td>12-14</td><td>14-16</td><td>16-18</td></tr>
<tr><td>Over 6000</td><td>20-22</td><td>24-28</td><td>b</td><td>14-16</td><td>18-20</td><td>20-22</td></tr>
<tr><td rowspan="4">55 mph</td><td>Under 750c</td><td>12-14</td><td>14-18</td><td>b</td><td>8-10</td><td>10-12</td><td>10-12</td></tr>
<tr><td>750-1500</td><td>16-18</td><td>20-24</td><td>b</td><td>10-12</td><td>14-16</td><td>16-18</td></tr>
<tr><td>1500-6000</td><td>20-22</td><td>24-30</td><td>b</td><td>14-16</td><td>16-18</td><td>20-22</td></tr>
<tr><td>Over 6000</td><td>22-24</td><td>26-32a</td><td>b</td><td>16-18</td><td>20-22</td><td>22-24</td></tr>
<tr><td rowspan="4">60 mph</td><td>Under 750c</td><td>16-18</td><td>20-24</td><td>b</td><td>10-12</td><td>12-14</td><td>14-16</td></tr>
<tr><td>750-1500</td><td>20-24</td><td>26-32a</td><td>b</td><td>12-14</td><td>16-18</td><td>20-22</td></tr>
<tr><td>1500-6000</td><td>26-30</td><td>32-40a</td><td>b</td><td>14-18</td><td>18-22</td><td>24-26</td></tr>
<tr><td>Over 6000</td><td>30-32a</td><td>36-44a</td><td>b</td><td>20-22</td><td>24-26</td><td>26-28</td></tr>
<tr><td rowspan="4">65-70d mph</td><td>Under 750c</td><td>18-20</td><td>20-26</td><td>b</td><td>10-12</td><td>14-16</td><td>14-16</td></tr>
<tr><td>750-1500</td><td>24-26</td><td>28-36a</td><td>b</td><td>12-16</td><td>18-20</td><td>20-22</td></tr>
<tr><td>1500-6000</td><td>28-32a</td><td>34-42a</td><td>b</td><td>16-20</td><td>22-24</td><td>26-28</td></tr>
<tr><td>Over 6000</td><td>30-34a</td><td>38-46a</td><td>b</td><td>22-24</td><td>26-30</td><td>28-30</td></tr>
</table>
Source: AASHTO <u>Roadside Design Guide</u>, Chapter 3.
</td><td></td></tr>
</table>

CRA Urban Design Overlay District- City Staff and Community Comments

Public Works	5.7.2.c.ii	When the Green Book and the Roadside Design Guide were last updated, the AASHTO committees coordinated to dispel the misunderstanding that 2 feet (actually, 18 inches) behind a curb constituted a clear zone. Since curbs are now generally recognized as having no significant containment or redirection capability, clear zone should be based on traffic volumes and speeds, both without a curb. The AASHTO A Policy on Geometric Design of Highways and Streets (Green Book) enumerates a clear zone value for two functional classes of highway. For local roads and streets, a minimum clear zone of 7 to 10 feet is considered desirable on sections without curb. In the discussion on collectors without curbs, a 10-foot minimum clear zone is recommended. The general discussion on Cross-section Elements also indicates a clear zone of 10 ft. for low-speed rural collectors and rural local roads should be provided.Resulting in the previous email of the clear zone to be minimum of 7 to 10 ft with or without a curb. Again this is just for a flat roadway… when you get into drop offs or where the side of the road is higher than the roadway these can increase in distance. Therefor making a standard outside the AASHTO/FHWA standards is not recommended and is difficult to perform correctly. Sidewalk are not considered to be impediments in the recovery zones like a bike rack, a tree, or utility pole.	
Public Works	5.8.3.b	May conflict with building code, though was 6' not 8'.	Zoning currently permits up to 6.5 feet in rear, but residents have asked for taller for privacy issues. 8 feet does not conflict with Building Code.
Public Works	6.0 Intent	Trees in tight spaces block site triangles, lift up sidewalks, grow into utilities (below grade and aerial). Trees aligned closely to the street edge are a safety hazard. They need to be outside the clear recovery zone and meet site visibility triangle requirements.	The benefits of trees in public ROWs are well documented. 6.3 requires any tree planted in the ROW to be approved by the Engineering Division of the City of Pensacola Public Works and Facilities Department and comply with the existing requirements. We have also added language to ensure they are also planted outside of clear recovery zone and meet site visibility triangles. 6.3.5 c) replaced with section reference as already in your Code under Sec 11-4-88.
Public Works	6.3	Who is responsible since mandating the placement of tree?	The adjoining property owner is responsible under the current City Code of Ordinances. However, tree placement must be coordinated with the Engineering Division of the City's Public Works and Facilities Department.
Public Works	5.7 Intent	Fire/EMS is probably not going to support this. Not to mention, sight visibility triangle when trying to get out into traffic.	The Overlay will not alter "no parking" areas, and parking will be subject to sight visibility triangle requirements, as it currently is. However, where on-street parking is feasible it should be encouraged.
Public Works	5.7.2.b.i (1-4)	All things listed are located in the ROW and would require LTU to be placed.	Correct, language for LTU and coordination with Public Works included. It does require an LTU.
Public Works		For bike racks to be placed in City right of way, it would need to be approved by the appropriate City staff with regards to aesthetics, any sight distance issue it may create, and ensure it doesn't encroach upon required widths for pedestrians to get around the bike rack. From there, the owner of the bike rack would have to obtain a license to use. Once it cleared the above described hurdles, there's a chance we could do the license to use administratively through Engineering.	
Public Works	7.1.1:	Remove "Florida Greenbook, Chapter 19 Traditional Neighborhood Design." CRA does not trump LDC, FDOT, etc.	Requiring that local streets be designed to Chapter 19 standards does not trump FDOT standards. If there is a conflict with the LDC, Chapter 19 shall prevail for local streets within the Overlay boundaries
Planning Dept. (PD)	Section 4	Are these intended to be actual zoning changes? Need to add a section pertaining to appeals of decisions. Something similar to the text below: "Sec. ---. - Appeal. Any person directly and adversely affected by a decision of the Building Official, the City Engineer, the Parks and Recreation Department, or the Mayor or his or her designee in the interpretation or enforcement of the provisions of this section may appeal such decision to the zoning board of adjustment. Such appeal shall be submitted in writing to the within thirty (30) days of the rendering of the subject order, requirement, decision or determination."	The overlay will not alter allowable land uses under the currently zoning, however, it will, in some instances modify dimensional standards and provide additional clarifying language related to the existing zoning Instead of copying LDC language into the Overlay District, we will reference Section 12-12-2 for appeals and variances.

CRA Urban Design Overlay District- City Staff and Community Comments

Planning Dept.	Section 4	It was mentioned (at least once by a member of the public) that this would help with “preservation” in these districts, but the context in which that was stated referred to demolition of existing structures. Sections 5 & 6 in the Table of Contents actually describe the contents of Appendix A, so my suggestion would be to consider either removing Section 4 from the Table of Contents or revising it to say “Amendments to Land Development Regulations” or something similar that is less specific to zoning.	This section and the Appendix A reference has been removed in its entirety. The contents of Appendix A have been incorporated into the Overlay, as appropriate.
Planning Dept.	12-2-8 Table 12-2.7	The Dense Business Area has a maximum setback of 10' for all commercially zoned properties (C-1, C-2A, C-2 and C-3). Is the intent to supersede that requirement with this table in the CRA? If so, is C-1 excluded from having a build-to line/max setback intentionally?	According to the tables, commercial is restricted to a maximum 5 foot setback. Our proposed regulations will supersede.
Planning Dept.	General/Admin Comments	The overlay as written would not protect against demolition of existing structures, it preserves neighborhood character by determining what can be rebuilt. Given recent concerns regarding the demolition of older structures in neighborhoods that don’t have a formal Board review of that process, I want to make sure we are clear to the neighborhood stakeholders that there is nothing in the proposed overlay that would prevent someone from coming in to get a permit to demolish a structure, and does not add a review process for approval of a demo permit.	Agreed with comment
Planning Dept.	12-2-81 (B)(1)	Is the intent to involve the ARB in the review process? It is referenced in the main section of the Code due to its applicability in some areas citywide, so might need to clarify if it is only referenced as it would pertain to areas in the CRA already under the purview of the ARB.	No, it is not the intent to involve ARB in the review process. All plans will be reviewed through the City's existing review processes. No special review will be required.
Planning Dept.	12-2-4 Table 12-2.2	Is the intent to actually create a zoning category of "CRA R-1AA" or is this prefix only used for clarification purposes in the document? If it will actually be an amendment to the zoning category title (creating a new category of CRA R-1AA) then the zoning map would need to be amended for consistency.	No, it is not the intent to create a seperate CRA zoning categories. All dimensional modifications will be incorporated into the Overlay. Allowable land uses under the current zoning will not be impacted.
Planning Dept.	12-6-3 (A)	Is this specific to the CRA areas only? If so, would recommend editing the zoning districts to remove ATZ, R-C and any other districts that are not located in the CRA.	Yes, the Overlay is specific to the Urban Core, Westside and Eastside Redevelopment Areas, excluding the City's existing Special Review Districts (SRD's) and the Port of Pensacola. This section have been incorporated into the Landscaping Standards section of the Overlay.
Planning Dept.	12-2-81 (B)(1)	Department/Division titles are outdated (were being updated via recodification which was not approved by Council). Current titles are: Planning Services Division; Engineering is a Division under Public Works & Facilities (would check with Derrik for correct wording); Inspections Services Division; Parks and Recreation Department (no longer Leisure Services); Fire Department is unchanged; see my note regarding ARB; ECUA is now Emerald Coast Utilities Authority vs Escambia County Utilities Authority. Would also add CRA staff to the list.	Once 12-2-81 is amended, the changes becomes effective. It should not be necessary for CRA to be a formal party to the review process since it is the intent for the overlay to be concise and regulatory in nature, rather than subjective. Additionally, it is rare for projects located outside of the SRD's to be subject to this review process - most go straight through permitting.
Planning Dept.	5.5	Would add a provision for CRA staff to be involved in review and approval of building design/layout.	Review processes are intended to remain as they currently exist. Overlay requirements will not be subjective in nature and therefore will not require additional review or input. All requirements will be incorporated into an administrative checklist and subject to a "yes" or "no" response. In addition, CRA staff are not zoning experts.
Planning Dept.	12-2-82 (D)	This section reads “Design guidelines” but most of the language is changed from “should” to “shall” in the subsequent text. It should read “Design Standards” and be double-checked for any remaining “should” to be changed to “shall”.	This section has been removed.
Parks & Recreation Dept.	Table 5.4.1.(B)	Trees: Who maintains? What type? Are there limits?	Trees in private yards shall be maintained by property owner or HOA. See section 6.1 for restrictions on landscaping in private yards.
Parks & Recreation Dept.	Table 5.4.1.(D)	Tree grates: Who maintains?	This section related to the installation of tree grates, pits and pots on private property. Reference to installation of tree grates and pits have been removed. Installed pots on the private lot are to be maintained by the property owner. However, language has been added to Section 6.3 for installation of tree grate and pits within the public right-of-way to provide that grates and pits installed by private owners be maintained by the owner. Also, tree grate and pit installations must be consistent with surrounding grate/pit style and subject to review and approval by the Public Works and Facilities Department.
Parks & Recreation Dept.	5.7.2.b	who selects type, approves location, maintains and installs?	Language clarified.

CRA Urban Design Overlay District- City Staff and Community Comments

Parks & Recreation Dept.	6.1.1.a	Trees: Who maintains?	Any landscaping / planting in private lots maintained by property owner.
Parks & Recreation Dept.	6.1.1.e	Hedges: Who maintains?	Any landscaping / planting in private lots maintained by property owner.
Parks & Recreation Dept.	6.3.2	Why not Parks and Recreation Dept. Director for approval?	Will follow current City procedure.
Parks & Recreation Dept.	6.3.5.f	No palms – redundant.	Agreed, reference removed.
Parks & Recreation Dept.	6.3.6.a-e	Trees maintained by who?	Trees planted in ROWs are maintained by the adjoining property owner.
Parks & Recreation Dept.	12-6-02	“Section XX (frontage yards)” – Section XX?	Response provided above.
Parks & Recreation Dept.	12-6-02	Where is section D?	No changes proposed to Section D. Only included those sections with proposed edits.
Parks & Recreation Dept.	Table 5.4.1.(A)	What type? Are there limits?	This standard requires that 50% of the front yard be pervious material. Paving, including pervious pavement, is limited to walkways and driveways. All pervious materials which do not constitute paving are permissible.
Parks & Recreation Dept.	Table 5.4.1.(C)	Landscape: Who regulates?	Landscaping to comply with existing landscape regulations. Any landscaping in private lots maintained by property owner.
Parks & Recreation Dept.	6.3.4	Tree fund – Who manages?	The CRA Tree Fund is proposed to be managed by the CRA.
Parks & Recreation Dept.	6.3.5.b	Trees maintained by who?	Adjoining property owner.
Parks & Recreation Dept.	6.3.5.e	Trees – who determines?	Subject to coordination with PW.
Building Inspections	5.1.2.b	Please address how this is determined if there is no sidewalk adjacent to the site.	Language revised to read average grade, as defined in building code.
Building Inspections	5.1.2e.ii	Clarify statement as to how ground floor height is measured.	Language revised to read average grade, as defined in building code.
Building Inspections	5.1.2.f.iv	Clarify statement as to how ground floor height is measured.	Language revised to read average grade, as defined in building code.
Building Inspections	5.1.2.g	This statement contradicts the definition of story height in the Florida Building Code.	Clarified language in code.
Building Inspections	5.1.4.a	Provide the definition and use of towers and loggias.	Deleted this section since your underlying regulations are more permissive in this case.
Building Inspections	5.1.5.a	Explain how this roof pitch was determined. Minimum 6:12	Discussed in meeting on 3/19. It is in keeping with the character of your neighborhoods and your SRDs recognize this already. It is our recommendation to extend this regulation across the CRA areas.
Building Inspections	Table 5.3.1	States front setback is 20’ minimum, with a façade type of porch. When viewing Table 5.5.1Facade Types a covered porch is a requirement and must be a minimum of 6’ deep and no more than 10 feet. This seems to be a large encroachment into a required setback.	Discussed in meeting on 3/19. This will permit existing homes to add a porch.
Building Inspections	Table 5.3.1	(Setbacks – Accessory Structures) the minimum side yard setback is 1 foot. Please take into account eave overhangs, water runoff and fire rating requirement of walls.	Discussed in meeting on 3/19. This will permit existing homes to add a porch.
Building Inspections	Table 5.3.2	(Setbacks – Accessory Structures) the minimum side yard setback is 1 foot. Please take into account eave overhangs, water runoff and fire rating requirement of walls.	Discussed in meeting on 3/19. Retaining water on own lot is a requirement. We encourage smaller setbacks for accessory structures given narrow width of many lots. Building code standards will have to be adhered to for fire-rating.
Building Inspections	Table 5.3.5	Define Hybrid Commercial.	Defined.
Building Inspections	5.4.1	Identifies urban design guidelines, but all sections state “shall” which indicates these are in fact standards and not guidelines.	Section removed.
Building Inspections	Section 5.5.1.e.i. (1)	States first floor elevation shall be a minimum of 9 feet above sea level. I don’t understand this requirement as Main Street is basically where the 9 foot seal level occurs and anything below that must meet the floodplain requirements.	Deleted this section as already addressed in the underlying regulations and we do not want to repeat anything in the Overlay that is already covered.
Building Inspections	Section 5.5.1.e.ii and iii	Once again mention sidewalk grade. This is assuming sidewalk exists	Changed to average grade as defined within the Building Code Standards
Building Inspections	Table 5.5.1	Do not address the Florida Accessibility Code as far as accessible entrances. The Stoop type entry at 36” minimum would require a 41 foot long ramp for accessibility and the Common Entry would require a minimum 18 foot long accessible ramp.	Revised minimum height to 34 inches, instead of 36 inches.
Building Inspections	Section 5.5.3.b	Prohibits the use of extruded aluminum storefronts. Since Florida Product Approval is required for external building components, please identify what components can be used for storefronts that will meet the code requirements.	Revised language to read use of extruded aluminum storefronts permitted with decorative trim.
Building Inspections	Section 5.6.3 and Table 5.6.2:	The illustration show the actual building encroaching the right of way by 8 feet. Please advise as to how this would be possible.	Arcades and colonnades removed from Overlay.

CRA Urban Design Overlay District- City Staff and Community Comments

Building Inspections	5.8	This section is totally contrary to the fence requirements in the Land Development Code for every other area in the City, including historic and preservation districts in regard to heights.	Our recommendation is a slightly lower height in the front (42", instead of 48" max) but a taller height in the rear (up to 8 feet).
Building Inspections	5.8.4.d	Requiring adjacent wood fences to have a different picket design is not even a requirement in the historic districts.	Removed this section.
Building Inspections	5.8.4.e:	This section stating that you can only have wrought iron or brick fences only in conjunction with masonry buildings. Where did this come from? And please explain why they would not be allowed.	Discussed in meeting on 3/19. This regulation included in your SRDs. Removed this section.
Building Inspections	General/Admin Comments	Where is the appeals process for reconsideration of a decision by whichever office conducts the review?	Appeals process will remain as it currently is. All appeals will be processed in accordance with Section 12-12-2.
Building Inspections	General/Admin Comments	Has there been any cost studies conducted to determine how much these standards will add to the cost of a home, multifamily or commercial building?	Not in scope and difficult to quantify accurately. Generally, we would urge you to look at cost reductions too, if you are to look at cost increases, in addition to appreciating property values.
Building Inspections	General/Admin Comments	At yesterday's meeting it was stated that there were still changes being made so this list of comments may not be complete.	Changes are being tracked for ease of review.
Building Inspections	Section 5.5.3.b/5.9.2	Florida Energy Code encourages the use of reflective glass to cut energy costs.	Clarified language to apply only to ground floor commercial uses.
Building Inspections	General/Admin Comments	Who or what board is going to do the actual review of plans to verify compliance with the Overlay Standards? No one has approached my office with any requests to do reviews, or asked for my recommendations	Review processes are intended to remain as they currently exist. All requirements will be incorporated into an administrative checklist and subject to a "yes" or "no" response. No additional review board will be necessary.
Building Inspections	General/Admin Comments	Is there to be a review fee associated with verification of compliance?	No new fee structure is proposed.

COMMUNITY COMMENTS

Commentator	Referenced Section	Comment	Response
Sandy Walker	5.8.4.b	In the area regarding fences, why does it not permit vinyl? Typically it holds up better than wood, especially if the wood is not treated or stained.	We can, however your most beloved neighborhoods do not permit vinyl, it is an inferior material that looks and feels cheap, in comparison to more authentic materials.
Christopher Kariher, STOA Architects	None Referenced	I enjoyed yesterday's meeting yesterday and thank you for inviting architects. We really appreciate your efforts in making Pensacola a better community. Here is my comment: INTENT: To encourage parking toward the rear of lots in single family development; allowable size of accessory structures should be increased beyond the current zoning code. ACTION: Allow for larger accessory structures located in the rear of single family residential to accommodate parking in the back of lot with a detatched garage. This would encourage standalone car garages and give some allowance for the lost buildable area square footage by using part of the lot buildable area for the driveway to get back to the detached garage.	Mr. Kariher, thank you for your comments. We will consider.
Wayne O'Hara	None Referenced	Thank you for the update on the CRA Overlay process. I would like to express my concern over the lack of notification to concerned and affected citizens, like me, about these proposed guidelines and standards. I own property in the CRA District and I was not notified by the City about this process being in place. The only way I knew about yesterdays "Lunch and Learn" was because of a discussion I had with a developer near my office. Fortunately, he let me know about this meeting and I was able to attend. This is a very lengthy and complicated proposal that will require hours of review to fully understand the potential impact this will have on future development and construction. We understand the City has good intentions by implementing this process/proposal, but we also believe the people of Pensacola deserve a reasonable amount of time to review and respond to this new Overlay District Proposal. The email you sent today, which notified us of two meetings this Monday, is greatly appreciated, but hardly gives ample time for us to plan to attend and formulate an educated response to this proposal. We would ask that you either postpone this meeting or provide additional opportunities for our input prior to this becoming the Law of the Land. I have meetings already scheduled during both of the meetings on Monday so will be unable to attend. I would like to ask, if possible, you read this message during the Q & A session at one or both of those meetings. Thanks again for all your help.	Mr. O'Hara, thank you for your comments. It has been the intent of the CRA to maximize public input and participation throughout the design standards overlay process. Please be advised that a postcard was sent to all property owners located within the affected area prior to the charrette that was held the week of February 12, 2018. The CRA has verified that your address was included on the charrette notification postcard mailing list. Additionally, the comment period was extended and additional publin input sessions added to the schedule to provide additional opportunity for public comment and engagement.

CRA Urban Design Overlay District- City Staff and Community Comments

Jarah Jacquay	None Referenced	I am writing to express my strong support for the CRA's Draft Urban Design Standard Overlays. I commend you, Ms. Helen Gibson, our City Council, the Planning Board, and Mayor Ashton Hayward for your vision and strong leadership in support of this project. I believe that the proposed standards will achieve their desired end--"Strengthening Connectivity, Strengthening Neighborhoods, and Ensuring Quality in Design and Development"--and will, by preserving our historic character and charm and by promoting high-quality development that is compatible with our vernacular form, have a transformative effect on our city. If implemented, I believe that the CRA's Urban Design Standard will make Pensacola a better place to "Live, Work, and Play" and will greatly enhance walkability and streetscape vibrancy, increase property values and tax revenue, promote place-based tourism, and facilitate talent recruiting/retention. Thank you again for your service to our community and your efforts to make Pensacola a more vibrant and livable city! I think these Urban Design Standards are a strong step in the right direction and am excited to see how they contribute to the revitalization of our CRA districts.	Thank you for your comments.
Griffin Vickery	5.1.2.g	Please accept the following comments on the proposed urban design standards. I am not familiar with the current city regulations more generally, and could not make a complete review of the proposed overlay standards in the time available, but the following are in response to what I was able to review: **Section 5: Urban Standards & Guidelines 5.1 Building Height** 5.1.2.g implies that building heights can exceed the maximums, but the intent appears to be that a building story that exceeds the maximum story heights in "e" or "f", as applicable, willbe considered two stories.	No buildings are not encouraged to exceed the maximum - quite the contrary. It just means that if a building does exceed the height it is considered an additional story higher which may make it non-compliant.
Griffin Vickery	Table 5.3.1	Detached Single-Family & Duplexes (R-1AA, R-1A) The identification of a “Front, Side” as item “b” of the principal building setbacks (and “f” for accessory buildings) would be less confusing if identified as “Front, secondary,” consistent with both the illustration and “Frontage & Lot Occupation” section of the table. The front setback (a) would accordingly then be “Front, primary.”	This was changed to side, so less need for primary.
Griffin Vickery	Table 5.3.1	The “Frontage & Lot Occupation” section appears to only be frontage occupation, especially since a lot occupation section follows.	Correct, this has been changed.
Griffin Vickery	Table 5.3.1	The referenced Section 5.6.1 regarding encroachments in note (2) does not appear to be the intended reference regarding principal building height.	Yes, these were updated in subsequent drafts.
Griffin Vickery	Table 5.3.1	There is reference to note (3) in the parking section of the table, but no such note appears.	Yes, these were updated in subsequent drafts.
Griffin Vickery	Table 5.3.1	The illustration would benefit from an accessory building buildable area. If not provided, the lettering of the individual setbacks (e-h) should be discarded.	Correct, this has been changed.
Griffin Vickery	Table 5.3.1	The illustrations would benefit from more realistic and proportional representations of front and rear setbacks (i.e., closer to 4 and 6 times the side setback, respectively).	Correct, this has been changed, with the fixes that were tied to the prior comment.
Griffin Vickery	Table 5.3.1	The illustration would benefit from enlargement to fully utilize the space.	Agreed, the illustrations have been enlarged.
Griffin Vickery	Table 5.3.1	Additionally, it is not necessary to show four different renderings of single-family dwellings – two would be adequate.	Thank you for your comments. We will consider reducing the number of renderings.

CRA Urban Design Overlay District- City Staff and Community Comments

Griffin Vickery	Table 5.3.2	**Table 5.3.2: Attached Single-Family (Townhouses) (R-1A, R-1B).** The principal building setbacks section of the table indicates a 0 or 5-foot minimum interior side setback. Since these are attached units, the 5-foot is assumed to apply only to an end unit on an interior lot. If so, it would be clearer to separate it in the table section or show a 10-foot separation between two midblock units in the illustration.	Thank you for your comments. We will clarify.
Griffin Vickery	Table 5.3.1/5.3.2	Some of the comments made on these two tables also apply to the other tables of the section. Tables are helpful to summarize information, but if too brief in content they can cause confusion.	We agree. Thank you for your comments.
Griffin Vickery	6.1.1.a	**Section 6: Additional Landscape Standards 6.1 Landscape on Private Property** In 6.1.1.a, DBH is used to identify the diameter of “trees planted to meet this requirement,” but Florida Grades and Standards indicate DBH is not an appropriate measure for nursery trees. It is presumed that those grades and standards are specified in the other landscaping standards to achieve quality tree plantings the City wants. If so, caliper is the standard diameter measure of such trees. If not, I would recommend their adoption as a common reference for all parties in development.	Agreed, we will change from DBH to caliper for standard diameter measurements.
Griffin Vickery	Section 8	**Section 8: Definitions. Additional definitions.** In the definition of **Building height, single-family residential**, the measure is proposed to be “to the bottom of the eave.” Since houses often have more than one eave height, the definition should specify which eave height – lowest, highest, average, or other.	Agreed. The definition of "Building height, single-family residential" will be clarified to mean "the vertical distance of a building measured from the average elevation of the finished grade to the bottom of the lowest eave.
Griffin Vickery	Section 8	In the definition of **Facade, building**, the phrase “set along a frontage line” may be less confusingly defined as “facing a frontage line,” which is the explanation included in the definition of **Frontage line**. That, or some other phrasing, would more clearly indicate the possibility of some area between the building facade and the frontage line as is revealed in the definition of **Frontage yard type**. As building facade is proposed to be defined, one must read several other definitions to conclude that the facade is not necessarily directly along or coterminous with the frontage line.	Agreed. The definition of "Façade, building" will be clarified to mean "an exterior wall of a builidng that faces a frontage line."
Fred Gunther	Not referenced	Can you define what Special Review Districts are exempted from the DPZ design requirements? I assume Gateway Redevelopment District, Governmental Center District, Palafox Historic Business District, South Palafox Business District, Dense Business District, Old East Hill Preservation District, Waterfront Redevelopmetn District, North Hill Preservation District and the Historic District, correct?	The Special Review Districts (SRD's) which are exempt from the CRA Urban Design Standards Overlay include the Gateway Redevelopment District, South Palafox Business District, Waterfront Redevelopment District, Governmental Center District, Old East Hill Preservation District, Palafox Historic Business District, Historic District, and the North Hill Preservation District. The Port of Pensacola is also exempt.
Fred Gunther	Not referenced	If so, will this be defined in writing within the standards?	Yes, the overlay district boundaries will be defined in writing within the standards, and is available on the project website (www.cityofpensacola.com/CRAOverlay).
Fred Gunther	None Referenced	Can you tell me where to find the maps for each existing Special Review District within the Urban Core CRA?	The Special Review District (SRD) boundaries are available for review through the CityView application located on the City of Pensacola website (www.cityofpensacola.com), however, please verify all SRD boundaries with the City of Pensacola Planning Department.
Fred Gunther	Table 5.5.1: Façade Types	Can you also tell me how grade is defined on page 21? There is nothing listed under definitions in the draft and I see a couple of façade types have an entry grade with a maximum height above grade. I am asking because my site is built up and sits approximately 2’ higher than the sidewalk (slopes from sidewalk to 2’ higher approximately 10’ in from the sidewalk).	Grade shall be determined by the average grade along the front property line, as defined by Building Code Standards. This clarification will be included.

CRA Urban Design Overlay District- City Staff and Community Comments

Fred Gunther	None Referenced	I appreciate the invitation to comment on the Community Redevelopment Agency's plan to implement design requirements and change the Land Development Code related to all properties within CRA overlays which are not within a Special Review District. I have become involved in the process because my brother and I are in the middle of creating a mixed use development, called Galveztown, at the NE corner of Palafox and Belmont Street on the former YMCA site. Over the last year we have hired engineers to create a site plan and held predevelopment meetings with City staff to confirm that all aspects of our project are compliant with the City of Pensacola's Land Development Code. After this, we contracted to have the building demolished and have engaged Gulf Power to have the power lines surrounding the site moved underground. Several of the lots are under contract with Buyers who are planning to build their personal residences on the site. In addition, we have hired architects to design two single family homes on the site which we will begin building this year. Essentially, we have invested an incredible amount of time and money creating a Class A development in our downtown core. As a result, we want to make sure this investment is protected and have been attending the recent charrettes.	Mr. Gunther, thank you for your comments. It is the intent of the CRA to preserve the traditional urban neighborhood environment by establishing urban design standards which adhere to a form-based methodology and result in a predictable development. We believe that adoption of these standards will, in fact, prove to protect the investments of developers and the investments of their buyers who chose to live here. Research proves that communities which adopt urban design standards expodentially outperfrom those who do not. The benefits of implementation include enhanced resident and visitor attraction, community health and economic viability, amongst many others.
Fred Gunther	None Referenced	During this process, we were pleased to find out that our property was not included in the Urban Core CRA overlay area. I hope you can understand the frustration we felt when the map changed today (After all of the charrettes and input sessions are over and on the very last day comments are due to the CRA), suddenly including us in the overlay. As a result, new aesthetic, landscaping and setback requirements affecting us are being fast-tracked for implementation. These requirements have nothing to do with the building code and they are both arbitrary and subjective. In addition, no exception has been made for those who have already proceeded with developing a property based upon the existing land development code. Allow me to give you several examples:	The boundary maps were revised to correct boundaries which were incorrectly referenced due to a geographical conversion error. Since the project's inception, the CRA has confirmed that the overlay boundaries would be limited to the City's three community redevelopment areas which include the Urban Core, Westside and Eastside, excluding the City's existing Special Review Districts (SRD). The Port of Pensacola was added to the excluded area during the map revision, as it was established that the Port's activities were inappropriate for inclusion within the Overlay. No additional changes were made. We sincerely apologize for any inconvenience this has caused, and extended the public comment period accordingly. The extended schedule included two additional public input sessions in which the correct map was distributed.
Fred Gunther	Table 5.3.2, Form Standards	1.) There are currently no setbacks required on our site. As a result of input from our Architect, as well as our Civil Engineer, we created a 3' side setback on each lot so there will be a distance of approximately 6' between each of the homes. This allows the homes to have windows on the side but still maintain the high density you would expect along the downtown Palafox Street corridor. These parcels have been surveyed and are ready to be transferred. The new requirements state the side setback needs to be either 0', or a minimum of 5'.	None.
Fred Gunther	6.1.1.a	2.) We have designed the Palafox residences to be pushed to the street, as you would expect in an urban environment. Our Architect has designed a home which uses a 2.5' front setback. The new requirements state you must plant a tree in your front yard and the tree must be at least 3' from the right-of-way. DPZ has agreed on two separate occasions that this requirement is not appropriate for a residence in the downtown core and yet the requirement is still contained in the draft.	The reference to distance from right-of-way for trees on private property has been removed. Property located within the Dense Business Area will adhere to the front setback and lot coverage defined in Section 12-2-8, Table 12-2.7, as it relates to the Dense Business Area.
Fred Gunther	Table 5.5.1: Façade Types	3.) Because our site is built up several feet already, we would likely violate the maximum entry grade height of 48' even if we only slightly elevate the slab. If addition, the slab at the front entry will need to be built up by several feet because there is a significant slope to the lot.	Elevations will be measured based on the average grade, measured from the front property line. This will address sloping issues. This language has been clarified within the text.
Fred Gunther	Section 2, Applicability	As you can see, all of our plans meet the current land development code, but the proposed overlay will result in additional expense and problems if these changes are implemented. We have already created a set of design guidelines for our development, with the intent of holding residents to high standards, as well as maintaining some consistency in the development of these parcels. If we obtain building permits for several homes now with a 2.5' front setback on Palafox before the design standards are implemented, we could end up with some homes 2.5' from the sidewalk, with others, permitted later, approximately 6' away to allow room for a tree in the front yard. A person should have the right to know what they are able to build on a property without worrying about the government arbitrarily changing the entitlements associated with the property in the middle of the development process. As a result, I respectfully request the following amendment to your draft: "Section 2.9 - These standards shall not apply to any property where the property owner has had a pre-development meeting with City Staff, prior to implementation of the CRA Overlay District, which met the requirements of the City of Pensacola land development code at that time."	In accordance with the City's standard practices, the new standards will not apply to any proposed development which has received a development order or a building permit as of the effective date. Pre-development meetings serve as informal informational sessions rather than an approval procedure, and therefore cannot be considered due to their nature. To accomodate transitions, a forty-five (45) day grace period will be provided . This is a forty (40) day extension beyond the City's standard practice. Upon the conclusion of the grace period, the standards will become effective and implementation will begin.
Nina Goodrich	None Referenced	I would like to share a concern of citizens on the edge of downtown. Gregory Street, Chase Street, and L Streets flood now when a small rain comes through. With all the new buildings this flooding problem could become much worse. I would hate to see Pensacola become the next New Orleans, or Houston---people dying during hurricanes due to preventable flooding. The problem began when sidewalks were created---Throughout the Maxent Track, now West Garden District. This is a stable area of the city. People look out for one another. Thank you for all you do.	Ms. Goodrich, thank you for providing these comments. Flooding and stormwater issues are a concern for many downtown areas. The proposed requirement to elevate homes has the potential to reduce flooding of new construction homes, however, the overlay in and of itself cannot directly address stormwater and flooding overall. Instead, these standards are intended to ensure that development is contextual with the City's goals and vision for its redevelopment areas by preserving the traditional urban neighborhood characteristics of these areas.

CRA Urban Design Overlay District- City Staff and Community Comments

Fred Gunther	None Referenced	What Board will review and approve variance requests to the proposed changes?	The Zoning Board of Adjustments (ZBA) will review and approve variance requests in accordance with Section 12-12-2 of the Land Development Code.
Fred Gunther	None Referenced	What fee will the City charge in order to apply for said variance?	No fee changes are proposed. Fees will be assessed in accordane with the City's adopted fee schedule.
Fred Gunther	None Referenced	Will the fee be charged regardless of whether or not the applicant demonstrates a hardship and is granted the variance?	Fees will be assessed and reimbursed in accordance with the City's current policies.
Scott Sallis	3.1	Recommend adding “development orders, plat approvals, or other projects discussed with City staff prior to ????? date”	To accomodate transitions, a forty-five (45) day grace period will be provided . This is a forty (40) day extension beyond the City's standard practice. Upon the conclusion of the grace period, the standards will become effective and implementation will begin. Project discussions with City staff do not serve as an approval process and therefore cannot be included due to their nature.
Scott Sallis	5.1.5	recommend “should” have minimum. (It’s too restrictive to demand roof pitch requirements)	The intent for adopting urban design standards is to preserve traditional neighborhood character. Roof pitch is a key component of the character which exists within the community redevelopment area neighborhods. It must be preserved in order to ensure that new development dovetails into and complements the existing neighborhood environment.
Scott Sallis	5.5.3.b	recommend removing this text. (The LDC must consider extruded aluminum for commercial storefronts as a viable option)	This language has been revised to allow extruded aluminum storefronts with decorative trim.
Scott Sallis	5.5.3.d.	recommend changing to “shall consist of..” (demanding materials here will easily been seen as restrictive)	The language contained within this section will ensure quality development which maintains its integrety over time and complents the existing neighborhoods.
Scott Sallis	5.9	WINDOWS & GLAZING (recommend striking this entire section) It is full of too many unnecessary restrictions)	The window proportions, design and glazing proposed are key elements which preserve neighborhood character and integrity, and provide welcoming, and walkable public spaces by preventing blank walls. These proposed standards are essential and necessary factors in meeting the goals and objectives of the overlay.
Scott Sallis	Table 12-2.7	C-2A, (if zero is allowed, it doesn’t make sense to demand 5’ as next option. We have a development within the CRA that needs 6’ between buildings and thus we have 3’ side setbacks) See example below. As written this development would not comply….	Properties within the Dense Business Area will be exempt from the 5' setback requirement.

CRA Urban Design Overlay District- City Staff and Community Comments

Steve Dana	6.1	Thank you for this effort to improve our standards in the CRA district. As a landscape architect I understand what a great impact well designed landscape and exterior space has on a community. Our current landscape standards require impervious surface requirements, and tree island in off-street parking, however, the codes do not require landscape plantings or even trees in these areas. Section 12-6-3 Landscape Requirements sets up interior planting areas but does not require trees to be planted in interior islands or areas and states that the remaining areas can be landscaped with “other landscape materials.” In many cases “other landscape materials” results in pine straw. I hope that you can clean this up so that the code actually requires canopy trees in the interior landscape areas and requires some percentage of shrubs, turf, mulch in the remaining areas. The City of Fort Walton Beach and Panama City Beach have decent language that describes such percentages. Please let me know if you have any questions regarding these comments. Thank you again.	Mr. Dana, thank you for your comments.
Wayne O'Hara	None Referenced	Please find attached the summary of my verbal comments from the public input session of last Thursday, April 5, 2018. Thanks again for the opportunity to provide this input and please let me know if you have any questions or need additional information. 1. Thanks for opportunity to provide input on this proposed set of standards and guidelines. 2. Commend DPZ on thorough and comprehensive proposal. 3. I began investing in real estate in the CRA area in 2002-16 years ago. Have purchased 6 separate pieces of property since that time. 4. I have a vested interest in area and currently maintain my construction office on Intendencia Street. 5. Enjoy the neighborhood and want to continue to promote and support future good development in the area. 6. I am Concerned about extra layer of rules and regulations that will be mandated by this new set of CRA Urban Design Standards. I have both "General" and "Specific" areas of concern a. Generally-Additional set of hurdles for developers/real estate investors to clear. May discourage development. b. Specifically-Reference paragraphs in Proposal:	Mr. O'Hara, thank you for your comments. It is the intent of the CRA to preserve the traditional urban neighborhood environment by establishing urban design standards which adhere to a form-based methodology and result in a predictable development. We believe that adoption of these standards will, in fact, prove to protect the investments of developers and the investments of their buyers who chose to live here. Research proves that communities which adopt urban design standards expodentially outperfrom those who do not. The benefits of implementation include enhanced resident and visitor attraction, community health and economic viability, amongst many others.
Wayne O'Hara	1.1.1	**1.1.1** States "Encouraging new construction" -I tend to disagree, since this presents another set of rules and regulations, above and beyond what already exists, that complicates the development process.	As described above, research shows that design standards do not curtail development. While additional requirements are enforced, the standards lend themselves to a better built environment which improves value and attraction. Additionally, the proposed standards will not require the additional time or cost of a special review board. Rather, projects will be reviewed administratively through the City's existing processes.
Wayne O'Hara	2.1.1/3.2	**2.1.1** States "Apply to all new construction, additions and renovations" .... Vs. 3.2- refers to "Substantial Modification" -which one is it? Please clarify.	The standards will apply to all new construction and substantial modifications as defined by the existing Building Code Standards. This clarification has been made within the text.
Wayne O'Hara	2.2	**2.2** "In addition" to applicable regulations-Already many regulations in place, ie., Comprehensive Plan, Future Land Use, Zoning, Land Development Code, Architectural Review Committee, Florida Building Code. Don't think we need more rules.	Existing regulations do not sufficiently address building form or character. Rather, development is unpredictable yielding both good and bad results. The design standards are proposed to ensure predictable results which preserve the traditional urban neighborhood character of some of the City's most treasured and valuable areas.
Wayne O'Hara	5.1	**5.1** Measure in stories vs. table 5.3.2 sets building height@ 45 feet. Conflicting rules, please clarify.	Measurement in stories relates to nonresidential and multifamily. Measurement in feet relates to single family detached, attached and two-family attached (duplex).
Wayne O'Hara	5.1.5	**S.1.5** Roof pitch min. 6:12--many commercial metal buildings have a 2:12 roof pitch or less. Will hamper commercial development.	The traditional roof pitch within these neighborhoods contain a 6:12 or greater roof pitch. While there may be some outlyers, the majority of development adheres to this standard. The intent of the proposed standards is to preserve the traditional neighborhood form. The roof pitch proposed ensures that development dovetails into the existing framework.
Wayne O'Hara	5.3.4.b	**5.3.4b** Dictates what fence material can be used. Due to costs of materials itemized, will force all fences to be wood.	Thank you for your comments.
Wayne O'Hara	5.4	5.4 Frontage types. "Existing neighborhoods with a well-established character" Who decides what the "well-established character" is? Do other Standards and Guidelines still apply? This paragraph seems to add subjectivity and vagueness.	The language contained within this section is guiding language intended to establish intent, it is not regulatory. Standards which are regulatory and mandatory are activated by the word "shall", guidelines which are recommended and encouraged, but not mandatory are activited by "should". The standards and guidelines contained within the overlay apply in accordance with these definitions.

CRA Urban Design Overlay District- City Staff and Community Comments

Wayne O'Hara		Some examples of eliminating driveways and parking of vehicles in the front yard area were shown. While this concept sounds and appears attractive, I'm concerned over where the vehicles would then park. If forced to park in the street, with the width of many of the neighborhood streets in this area, it will cause a traffic hazard with parked vehicles obstructing traffic flow.	Most Pensacola streets are considered yield streets capable of accomodating on-street parking on both sides, and a travel lane in between. These streets are common in cities all over the world, and are utlized in a manner in which maximizes on-street parking and density, improves walkability on the sidewalks and enhances pedestrian safety. Enforcement is required to ensure that parking is orderly, however, this design is a tried and true method which provides many benefits in urbanized settings. All parking will be subject to maintaining visibility triangles, and no parking will be allowed in "no parking" zones.
Wayne O'Hara		To summarize--Many codes, regulations, rules, etc. already in place - construction and development {good development) is vibrant in downtown area and CRA District - I express my concern and encourage you to be cautious in moving forward with an additional set of standards that have the potential for negative effects on development and cause developers/investors to consider other areas.	As stated above, existing regulations yield unpredicable results - some good and some bad. Due to the magnitude and extent of development and redevelopment within the City's CRA neighborhoods, it is critical that standards be adopted which inform neighborhood character and layout. The proposed standards are the minimum necessary to protect the value and integrety of the redevelopment areas, and are not intended to be overly burdensome or regulatory.
Thomas Douthat	Appendix A, Sec. 12-2-82 €	I am writing in full support of the Proposed Chapter 12-2. Zoning Districts Article VIII: CRA Overlay District. The only specific comment I have would be with Sec. 12-2-82. - (e) regarding sidewalks. I support the mandatory rule, but it should be specified with the 6 foot width and setback traditional to Pensacola, not based on the personal judgment of the City Engineer. This is not leading to a strong and well designed sidewalk network in other areas of the city. The standard as proposed is too vague.	Mr. Douthat, thank you for your comments. A component of the proposed urban design standards is adoption of the the Florida Greenbrook, Chapter 19, Traditional Neighborhood Design (TND) to guide street design, including sidewalks, within the overlay boundaries. This chapter rely's on strong integration of land use and transportation, and is intended to support improved walkability and complete street design within the overlay. Unfortunately, specific sidewalk widths cannot be adopted for all areas of the redevelopment districts as each thoroughfare is unique and faces different challenges and needs.
Thomas Douthat	None Referenced	Beyond this, what I think needs to be improved is what is "missing." Specifically, I would also like the city to allow "of right" missing middle housing in the area, including duplexes, triples, and multifamily-units consistent with the neighborhood character. The great strength of a form based code is that it can allow more housing diversity and mixing of uses, while still preserving character. Changing the design standards alone are insufficient to obtain the CRA's objective of a vibrant diverse area. Our family sizes are smaller than when the area was built in the 1900s-1950s, and we need greater numbers of units to build back population density in the urban core. The goal of a vibrant and diverse area, also necessitates an equity housing plan for strategic multi-site public housing and tax credit projects. Moreover, a large part of the problem in terms of design comes from the management of roads. These also need to be accompanied by changes to the street design and management standards to support "Complete Streets" and a Vision Zero approach to pedestrian and cycling injuries. Beyond this, I would like these standards applied in all parts of Pensacola,and at a minimum on the contiguous grid. Thank you for your efforts on this important topic for the future of the city. I hope you receive full support from City Council.	While the CRA recognizes the need for "missing middle housing" in the redevelopment areas, the development of urban design standards is limited to an overlay of the underlying land development regulations, it does not alter the underlying allowable land use types. Modifications to allowable use types would require rezoning areas currently zoned for low or medium density development to a higher zoning category.
John David Ellis, Jr.	None Referenced	I just wanted to send a quick note in support of the CRA Overlay. I think it is a critical step in promoting the unique character of the neighborhoods located in the CRA, and it will help streamline the building & development process in these areas. Thank you for your help facilitating this process.	Thank you for your comments.
Charles Holland	None Referenced	As a practicing architect w/ offices here since 1993, I really appreciate good design and hate projects where there is an absence of any originality or design thought. I also hate laws trying to regulate every choice. So I encourage a small fee to be added to those projects that do not provide a design idea and w/specific ways, directions, a project is original or builds on other good design. Which could be used to help increase property values. Also provide Guidelines to owners w/proposed project's that identify: concept intent, identifying visual contribution to community include offering community awards for excellence or original design.	Mr. Holland, thank you for your comments. We will consider this.
Zachary Lane	None Referenced	I live at 420 E Brainerd St in the East Side Neighborhood. The East Side Neighborhood is one of the neighborhoods that is a focus of the Urban Design Standards Overlay that was completed by DPZ. I would like to express my support for the plan. The East Side Neighborhood, I feel, would greatly benefit from the implementation of the plan.	Mr. Lane, thank you for your comments.

CRA Urban Design Overlay District- City Staff and Community Comments

Jordan Yee	None Referenced	I spoke briefly at the April 6 input session and would like to submit the following recap of my comments for your records: I would like to thank and applaud the City and the CRA for making such a strong effort to preserve and strengthen the character of our historic communities. DPZ is widely recognized as one of the top urban design and planning firms and I feel confident that Pensacola has chosen an experienced partner to help guide us through this process. I was three when my family moved to Pensacola in 1983. My father is a local dentist and my mother manages the practice. Both have been active in many local community organizations. I am now 38 years old and live in East Hill with my wife and two young children, but less than 10 years ago, I nearly left Pensacola for a larger urban area in search of more culture and better, more interesting career opportunities. Timing is everything and despite an exciting job offer and a built-in community of friends in another city, I chose to stay in Pensacola to start a family with my now wife. It was a difficult decision and I felt like I was leaving a lot on the table by not moving away. Fortunately, my initial reluctance and loss has turned into hope as I have witnessed the transformation of Pensacola over the last ten years. As a licensed architect, I closely watch where and how development occurs and there is so much to be excited about right now. That being said, I recently "quit" architecture because I know we deserve and can produce better development. Rather than wait for projects to be brought to me, I wanted to take a more active role in the development of our community. I am now working for a local general contractor and intend to use the construction experience as a springboard to developing my own small projects. During Ed McMahon's recent CivcCon presentation, I was particularly struck by one of his many pithy challenges, "Do you want the character of your community to shape development or do you want development to shape the character of your community?" I believe the answer to his challenge is clear. While the downtown development boom can be attributed to the efforts of many people and groups that believe Pensacola can and must be better, at its core, the boom is a testament to one idea—Downtown Pensacola is a special place worth preserving and strengthening. Downtown is where we host our most treasured local events—the Arts, Music, and Seafood Festivals, and most recently Cicolvia to name a few. And it is where we host our most treasured personal events like weddings. And it is where young couples take wedding announcement photos because the most intimate, human scaled places in our community only exist downtown. The local ballet, opera, arts, and symphony communities all call downtown	
Jordan Yee	None Referenced	A few points regarding concerns from the local development, construction, and real estate communities that the new CRA overlay guidelines and standards will make development and construction in the new districts more difficult and expensive: 1) The areas in question are in highest demand and deliver the greatest returns precisely because of their historic character; 2) The best way to protect their business interests in these areas is by establishing standards that preserve and strengthen the character of those areas; 3) The idea that "regulations" make development more difficult is shortsighted when viewed in the context with the long term profitability of their real estate investments. Property owners should expect development to be deliberate and contextually appropriate or risk the decline of property values over time as the original character of the place is lost; 4) Countless case studies have shown form-based codes and the associated checklists make development easier because the review process is more objective and not subject to panel or board review. 5) The notion that added costs required by overlay standards make new development unfeasible ignores the fact that those costs directly translate to value added AND increased resale value. Residential properties values in downtown can top $300/sf, which far exceeds $225/sf in East Hill, which is continues to be one of the hottest neighborhoods in the area. 6) Guidelines are well-intentioned, but have no teeth and standards are a much stronger tool to ensure that local historic character (and	Mr. Yee, thank you for your comments.
Jordan Yee	None Referenced	Rather than close with a line by line confirmation of the wisdom captured in the proposal, I would like to close instead with a few personal notes and a challenge to our City. My 32-year old sister creates custom jewelry and her husband is an online trader. They recently left San Francisco and returned to Pensacola to care for a sick family member. While Pensacola is dramatically different than it was when she left over a decade ago, being home is a daily reminder of the amazing quality of life they gave up when they left San Francisco. I will be disappointed, but I won't be surprised if they leave Pensacola for an urban area that offers more...everything. My 29-year old brother is a dentist and officer in the Air Force. His wife is also a dentist. They currently live in Charleston, SC, one of the best preserved and most walkable small cities in our country. They are considering where to move when my brother's time commitment is fulfilled next year. Pensacola is in the running for a number of reasons—proximity to family and friends, a turnkey business opportunity, our beautiful natural resources, etc.—but they remain on the fence because they have both spent the last ten years of their lives living in urban areas that offer more...everything. Pensacola will never be San Francisco or Charleston, but as citizens we are responsible for creating the best version of Pensacola we can. I can tell my sister and brother that good things are happening in Pensacola all I want, but they have to feel the energy for themselves when they walk down the street. I spent this Easter weekend visiting family in Memphis. On the drive home, we stopped in West Point, MS to grab a bite to eat. Rather than stop at a chain on the bypass, which looks like every other bypass in small town America, we chose to drive an extra half-mile off the bypass to West Point's historic downtown. Thanks to my smartphone I was able to find Magnolia's at the Ritz, a new local restaurant attached to West Point's historic theater, the Ritz. The food was delicious and a huge improvement from the chain on the bypass, but the real treat was the old main street, the dining room, and the people. The old storefront was attached to the restored historic theater and it was located directly across the street from a still operating local hardware store. The 20-foot tall ceilings in the dining room featured original wood posts and details that are too expensive to recreate. And the pride of the business owner and the local community was obvious, especially with everyone decked out in Easter attire. We left Magnolia's with happy bellies and made our way back onto the bypass. Unfortunately, the consequences of choosing cars over people and bad development over good had never been so clear to me. I was pleased to later discover that West Point had joined countless small towns across the country and partnered with Main Street America to help strengthen the historic resources of their community. The community made a deliberate choice to preserve its historic character and the local business community responded by restoring the Ritz and opening Magnolia's. It goes without saying that neither the theater, nor the restaurant could exist along the bypass. My challenge to the	Mr. Yee, thank you for your comments.

CRA Urban Design Overlay District- City Staff and Community Comments

Jordan Yee	None Referenced	I did forget to add one important comment--I had hoped the overlays would take full advantage of the efficiencies of form-based codes and allow for more diverse land uses. If I understand correctly, none of the uses changes under the draft proposal and I feel like it's a missed opportunity if the CRA can't be developed more like areas in the historic commercial districts that successfully integrate a variety of uses.	Mr. Yee, you are correct. As mentioned in a previous response, the proposed urban design standards would be adopted as an overlay to the underlying land development regulations, they would not alter allowable land uses. Rezoning would be required to upzone lower density areas to allow for higher densities and mixed uses.
Charles Washington	5.1	I appreciate having the opportunity to comment on the Proposed CRA Overlay District Urban Design Standards and Guidelines. My specific comments and observation are listed below. **Overall Report**. The overall report is a commendable effort to present both technical and nontechnical information in a manner the average citizen can follow and be informed. However, because this is draft, the report could benefit from careful final editing before the final copy is published. Specifically, attention needs to be given to: 1. The way in which reference is made to information in a table or tables rather than to a table or table number. For example: rather that saying, "Building heights are as assigned by the Table 5.3.1 - 5.3.5 Form Standards," why not consider this instead: "Building heights are as assigned by the Form Standards in Tables 5.3.1 - 5.3.5." (See pages 5, 8, 9, 16, 20, 27, 29, and 30.)	Agreed. We will clarify.
Charles Washington	Tables 5.3.1-5.3.5	The inconsistency found in what is shown in a table illustration and its letter notations and how or if the letter notations are defined in the table legend. For example: in Table 5.3.1 that is to replace Table 12-2.2 the graphic illustration includes notations a, b, c, and d, but the notations in the legend includes letters f, g, and h. Letters f, g, and hare assigned substantive meaning or data, but neither of these notations appears in the illustration in the table. (Typically, drawings and illustrations are referred to as Figures, and tables refer to matrices of date and information.)	Agreed, we will clarify.
Charles Washington	Table 5.3.3	The lack of clarity in the meaning of some of the legend notations beneath tables. For example: it is unclear whether using the convention of the forward slash to separate two numbers is meant to convey a minimum on one side and a maximum on the other side as in the legends under the tables on pages 12 and 14. For example, what does 5 max./15 max., referring to principal building setback, mean on page 12 or 5 max./ 15 max. mean on page 14?	Agreed, we will clarify.
Charles Washington	Table 5.4.1 and Figures 5.6.2 and 5.6.3	Missing Tables or Figures. The draft has several missing (not included) tables or figures. Tables are missing on pages 17 and 18. Figures are missing on page 24.	Thank you for your comments.
Charles Washington	Tables 5.3.1-5.3.5 and Figure 5.6.1	Properly labeling or identifying the contents of a table or tables. See, for example, the table on pages 12, 14, 15, and 23.	Thank you for your comments. We will clarify.
Charles Washington	None Referenced	**Substantive Content.** 1. Deteriorating and Abandoned Housing. I was very surprised and disappointed that there is not one mention (that I could find) of keeping the CRA area free of deteriorating and abandoned buildings--private residence, commercial building or churches. The absence of such mention is to suggest that the intent is to preserve the area with its historic bight of abandoned and/or deteriorating buildings. This deserves at least a mention if not a policy statement or guideline to prevent such or to eliminate such buildings,	One of the CRA's main purposes is to remove and eradicate blight within the redevelopment areas. We will add a statement to the Intent section of the Overlay establishing that one of the goals of the design standards is to support the removal of blight within the redevelopment areas. The overlay, in and of itself, however cannot remove deteriorating and abandon housing, but it can support redevelopment of such within it's boundaries.
Charles Washington	Section 2, Applicability	Superiority of Standards in Article VIII over any other conflicting Standard or Guideline. While I think I know what is meant by Article VIII, 2.4 under Applicability, there is lack of certainty given the way the provision is stated. Here is what needs clarification. The written statement, not including the Italic text, is "The Design Standards and Guidelines in Section 12-2-82 shall apply. [unless preempted by these standards in Article VIII: CRA Overlay District]. Where a conflict exists between the standards in this Article {VIII: CRA Overlay District, 2.4] and the standards of Chapter 12-6, the standards in this Article [VIII: CRA Overlay District] shall prevail." The insertion of the bracketed article text will eliminate the ambiguity and implicit conflict in the original language.	We will clarify this lanaguage.
Charles Washington	Appendix A, Table 12-2-2	The report provides no justification or rationale for the proposed changes medium density in residential land use district regulations (Table12-2.2). In the absence of a rationale or justification there is no need to make the proposed changes in Minimum Lot Area, Minimum Lot Width, and Front, Side, and Rear Setback Standards. This comment also applies to proposed changes in Standards in tables that are not titled or labeled following Table 12-2.2.	The proposed edits to Table 12-2.2 within Appendix A support the Form Standards contained within Tables 5.3.1-5.3.5, and will be incorporated into these tables, as appropriate.
Charles Washington	Section 8 and 5.1.3	(See: 8, 5.1.3) The criterion for determining or defining a two-story building is ambiguous and can be made clearer by stating how much of a distance above the single-story height requirement is. If the standard were to state by how much the building must exceed the maximum height standard that defines a one-story building, the ambiguity is removed.	We will clarify this lanaguage.

CRA Urban Design Overlay District- City Staff and Community Comments

Charles Washington	5.4.3(a)	The use of the term "elements" in Standard 5.4.3 (a) adds ambiguity unclear because "elements" is not defined and can have many meanings. It is also not defined by its usage here. It needs to be defined or a synonym used.	This term has been removed.
Charles Washington	5.5.1€	Standard 5.5.1(e) proposes a First-Floor elevation of a minimum of nine (9) feet above sea level. Is this a typo? Does this standard apply throughout the CRA area? Nine feet high is quite high.	This standard has been removed.
Charles Washington	5.7	In all instances where on-street parking is required or discussed, there is no caveat that the street must be of a minimum width for this to occur. This is a serious oversight. Many neighborhood streets will not easily accommodate a car parked on the street if owners on both sides of the street utilize on-street parking and enough space remains to allow cars to use the street for normal travel.	Thank you for your comments. On-street parking is encouraged but not required. Standards contained within the Florida Greenbook Chapter 19 address these concerns. The Florida Greenbook Chapter 19 standards are proposed to be adopted as a component of the overlay.
Charles Washington	5.7.3	The notion of a shared parking space for residents living side by side is a good idea if the space is large enough for two cars. If not, how will this work, and why is it a "good" idea?	Minimum driveway width standards have been incorporated for joint driveways.
Charles Washington	6.1.1	I would urge a careful review of the Landscape on Private Property Standards, especially 6.1.1, to make sure what is stated is the intended standard.	Thank you for your comments.
Charles Washington	6.3.5(a)	Standard 6.3.5(a) should be reviewed carefully to make sure that what was intended to be proposed is what is really proposed. I have made many more comments on the reviewed draft, but these are the ones I offer for consideration.	Thank you for your comments.
Jimmie Jarrett	Section 6	Some thoughts for consideration for long term tree viability in the Urban Design Standards for the street trees in the public Right of Way: 1) Is there an alternative to using metal tree grates? Tree grates must be maintained and cut away from the trunk of a tree. The grate needs to be periodically cut to allow for trunk expansion otherwise the grate will strangle and eventually kill the tree.	Yes, there are alteratives to using metal tree grates. The proposed standards allow for planting in tree grates or tree pits which would not required to be cut away with trunk expansion.
Jimmie Jarrett	Section 6	The amount and type of soil used in planting trees will directly affect the tree size and health. Consider option for structural soil or spec the percentage of porous material and organic matter for tree pits.	Thank you for your comments. We will consider.
Jimmie Jarrett	Section 6	To reduce sidewalk and root conflicts, in guidelines mention or suggest using one of several systems that that will limit root and sidewalk conflict. Low cost systems can be as easy as a root deflection system or using 57 stone to create air space under the side walk.	Requirements to install a root barrier system have been included.
Jimmie Jarrett	Section 6	Consider adding an option for cluster planting trees in one large soil area. Tree roots are able to spread out and share soil space. Trees will perform better and grow larger with a bigger shared space rather than being confined to small planting pits.	Language for clustering tree plantings has been included.

PROPOSED

Chapter 12-2. Zoning Districts

Article VIII: CRA Overlay District

[actual location in code to be confirmed]

Urban Design Standards and Guidelines

[draft date: 3/15/18]

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***Notes**:*

Text in Blue relates to specific references within Chapter 12 Land Development Code and Chapter 11 Traffic and Vehicles, of Pensacola's City Code of Ordinances

Text in Red are internal references (only noted as red for this draft)

Text in Grey relates to the intent specific to sub-sections

1. INTENT

1.1. The requirements set forth in this Article are intended to:

1.1.1. Preserve and maintain the urban pattern and architectural history of Pensacola's CRA areas, while encouraging new construction that is compatible with that heritage, but also reflective of its time.

1.1.2. Improve the physical appearance of the CRA areas with urban design standards that provide more predictable results in terms of the form and character of buildings.

1.1.3. Support the future growth of Pensacola, to ensure compatible and cohesive land uses, to remain resilient long-term, and to support the goals, objectives and policies of the City's Comprehensive Plan and CRA area master plans.

1.1.4. Coordinate the placement, orientation, and design of buildings to ensure a coherent and walkable streetscape and traditional urban character by creating well-defined street edges with continuous building walls, articulated facades, and architectural features that create visual interest and an attractive pedestrian environment.

1.1.5. Capitalize on opportunities to attract and grow a variety of residential building types, retail, service, and cultural establishments to serve local needs, create regional attractions and a robust economic base.

1.1.6. Enable and encourage mixed-use development within the CRA areas in support of viable and diverse locally-oriented businesses and cultural institutions.

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2. APPLICABILITY

2.1. These standards shall apply to all new construction, including building additions and renovations within the following three CRA areas:

2.1.1. The Urban Core, excluding all plots within the Special Review Districts;

2.1.2. The Eastside; and

2.1.3. The Westside.

2.2. These standards are proposed as an overlay, in addition to all applicable regulations pertaining to the underlying zoning districts. Where a conflict exists between the standards in this Article and the standards of the underlying zoning districts, the standards in this Article shall prevail.

2.3. The Design Standards and Guidelines in Section 12-2-82 shall apply. Where a conflict exists between the standards in this Article and the standards of Section 12-2-82, the standards in this Article shall prevail.

2.4. Trees/Landscape Regulations in Chapter 12-6 shall apply. Where a conflict exists between the standards in this Article and the standards of Chapter 12-6, the standards in this Article shall prevail.

2.5. Modifications to the dimensional requirements of the existing zoning districts are included in Section 5.3 and Tables 5.3.1-5.3.5 Form Standards.

2.6. References to sections in this Chapter refer to the Pensacola Code of Ordinances, Land Development Code.

2.7. Standards, defined by "shall" are regulatory and new development is required to comply with these standards. Deviations from these standards shall only be permitted by a variance.

2.8. Guidelines, defined by "should" are advisory, and new development is encouraged to incorporate them as appropriate in order to enhance and complement the built and natural environment. The intent is to create the highest level of design quality while providing the needed flexibility for creative site design.

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3. PRE-EXISTING CONDITIONS

3.1. Existing buildings and structures that do not meet the requirements of this Overlay may be occupied, operated, repaired and renovated in the existing non-conforming state.

3.2. Existing buildings and structures that do not conform to the requirements of this Overlay may continue in use as they are until a substantial modification is requested, according to Building Code Standards.

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

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4. ZONING CHANGES

4.1. Refer to Appendix A for proposed edits to the Pensacola Code of Ordinances, Land Development Code.

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5. ADDITIONAL URBAN STANDARDS & GUIDELINES

5.1. BUILDING HEIGHT

***Intent**: Measuring height in stories rather than feet has numerous benefits which include: a) to provide greater creativity for a natural variety of roof forms; b) to recognize the need of different users, as commercial floor plates are different than residential floor plates; c) to remove the incentive to create short floorplates, and instead encourage more gracious floor-to-ceiling heights for environmental health, without penalizing property owners; and d) to protect the historical proportions of Pensacola's CRA areas.*

5.1.1. Building heights are as assigned by the Tables 5.3.1-5.3.5 Form Standards.

5.1.2. Building height is measured as follows:

a. Building height shall be measured in stories, with the exception of single-family residential, which shall be measured in feet.

b. Where maximum height is specified, the measurement shall be taken from the average grade of sidewalk adjacent to the site.

c. Above ground stories are measured from finished floor to finished floor.

d. Single-family and duplex residential height is restricted to 35 feet, measured as follows:

i. To the bottom of the eave for pitched roof buildings; and

ii. To the top of the parapet for flat roof buildings.

e. Height by story for residential buildings, excluding single-family and duplex residential buildings, is limited as follow:

i. In R-1AA, R-1A, R-1B, R-2A, and R-NC, R-NCB: above ground story height shall be a maximum 14 feet.

ii. Ground floor height shall be a minimum 12 feet.

f. Height by story for non-residential and mixed-use buildings is limited as follows:

i. In R-NC, R-NCB, and R-2: ground floor story height shall be a maximum of 20 feet.

ii. In C-1, C-2 and C-3, ground floor story height shall be a maximum of 24 feet.

iii. Above ground story height shall be a maximum 14 feet.

iv. Ground floor height shall be a minimum 14 feet.

g. Building height that exceeds the maximum permitted height shall count as two (2) stories.

5.1.3. Parking garages shall not exceed the height of the principal building on the site. Parking garages shall not be constrained by floor to floor height requirements, but stand-alone parking garages shall appear from the street to conform to the number of stories permitted in the zoning district in which it is located.

5.1.4. Exceptions to maximum height:

a. Towers and loggias may exceed the maximum height, provided their footprint is less than 400 square feet.

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5.1.5. Roof pitch:

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

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

5.2. BUILDING ORIENTATION

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

5.2.1. Building frontage occupation shall be regulated by the underlying zoning district according to Tables 5.3.1 to 5.3.5 Form Standards.

5.2.2. Buildings shall be oriented so that the principal façade is parallel, or nearly parallel to the street it faces for the minimum building frontage requirement specified in the zoning district.

5.2.3. Forecourts, courtyards and other such defined open spaces shall count towards minimum frontage requirements.

5.2.4. Ground floor units in multi-family residential buildings shall provide landscaping, walls, fences, stoops or similar elements to provide an attractive and private frontage to the building.

5.3. BUILDING MASSING

***Intent**: Buildings should be designed in proportions that reflect human-scaled pedestrian movement, and to encourage interest at the street level.*

5.3.1. Where provided, multi-family building courtyards shall maintain a minimum width:height ratio of 1:3 in at least one dimension, in order to avoid light well conditions. Courtyards should be wider where possible.

5.3.2. The design and façade treatment of mixed-use buildings shall differentiate commercial from residential uses with distinguishing expression lines (such as cornices, projections, banding, awnings, terraces, etc.), changes in fenestration, façade articulation and/or material changes.

5.3.3. Townhouses shall distinguish each unit entry with changes in plane, color, materials, front porches, front stoops or railings.

5.3.4. All service and loading areas shall be entirely screened from public right-of-ways as follows.

a. Equipment shall be screened in such a manner as to be compatible with the character of the building or to minimize its visibility.

b. If outdoor storage area is separate from the building it serves, the fence materials are limited to masonry, concrete, stucco, wood, PVC and metal, excluding chain-link.

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5.3.5. HVAC and mechanical equipment are restricted as follows:

a. They are prohibited in frontage yards.

b. They shall be integrated into the overall building design and not be visible from adjoining streets and or open spaces.

c. Through-wall units or vents are prohibited along street frontages and open spaces, unless recessed within a balcony.

5.3.6. Mechanical equipment on a roof shall be visually screened from the street with parapets or other types of visual screens of the minimum height necessary to conceal the same.

5.3.7. Roof top parking shall be visually screened with articulated parapet walls or other architectural treatment.

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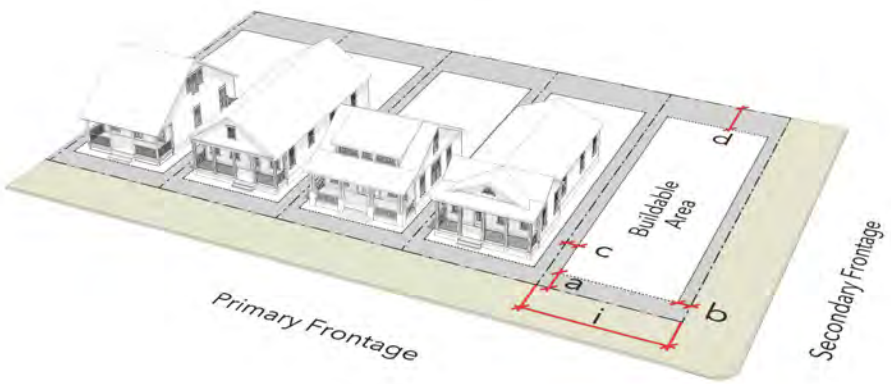
Table 5.3.1: Detached Single-Family & Duplexes (R-1AA, R-1A)

Replaces Table 12-2.2



Setbacks - Principal Building (feet)		
a	Front	20 min.
b	Front, Side	5 min.
c	Side (Interior)	5 min.
d	Rear	30 min.
Frontage & Lot Occupation (min.)		
	Primary	45%
	Secondary	40%
Lot Occupation		
i	Lot Width	30 ft. min.
	Lot Coverage	50% max.
Building Height (max.)		
	Principal Building	35 ft. (1)(2)
	Accessory Building	24 ft. (1)
Parking (min.)		
	Off-street	1/unit
Density (max.)		12 du/acre

Setbacks - Accessory Building (feet)		
e	Front	50 min.
f	Front, Side	5 min.
g	Side (Interior)	1 min.
h	Rear	5 min.
Frontage Yard Types		
Standard		Permitted
Shallow		Not Permitted
Urban		Not Permitted
Pedestrian Forecourt		Not Permitted
Vehicular Forecourt		Not Permitted
Facade Types		
Porch		Permitted
Stoop		Permitted
Common Entry		Not Permitted
Gallery		Not Permitted
Storefront		Not Permitted

Notes:

(1) Measured according to Section 5.1.2

(2) First floor elevation shall be according to Section 5.6.1

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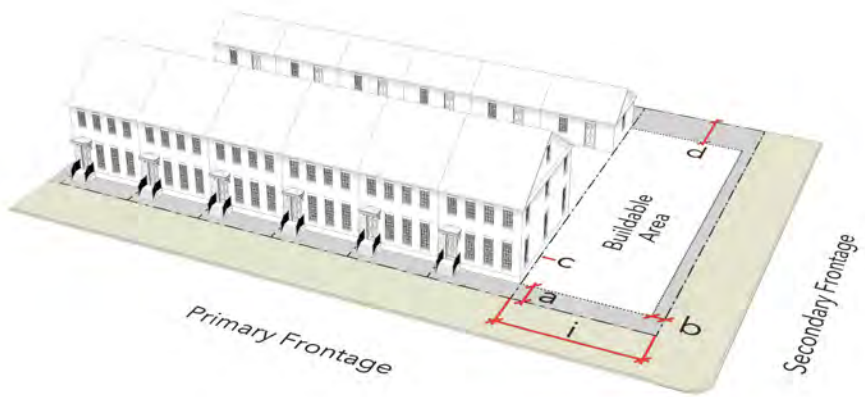
Table 5.3.2: Attached Single-Family (Townhouses) (R-1A, R-1B, R-2A)

Replaces Table 12-2.2 & 12-2.3



Setbacks - Principal Building (feet)		
a	Front	8 min.
b	Front, Side	5 min.
c	Side (Interior)	0 or 5 min.
d	Rear	30 min.
Frontage & Lot Occupation (min.)		
	Primary	60%
	Secondary	40%
Lot Occupation		
i	Lot Width	16 ft. min. 60 ft. max.
	Lot Coverage	75% max.
Building Height (max.)		
	Principal Building	45 feet (1)(2)
	Accessory Building	24 feet (1)
Parking (min.)		
	Off-street	1/unit
Density (max.)		18 du/acre

Setbacks - Accessory Building (feet)		
e	Front	50 min.
f	Front, Side	5 min.
g	Side (Interior)	1 min.
h	Rear	5 min.
Frontage Yard Types		
Standard		Not Permitted
Shallow		Permitted
Urban		Not Permitted
Pedestrian Forecourt		Not Permitted
Vehicular Forecourt		Not Permitted
Facade Types		
Porch		Permitted
Stoop		Permitted
Common Entry		Not Permitted
Gallery		Not Permitted
Storefront		Not Permitted

Notes:
(1) Measured according to Section 5.1.2
(2) First floor elevation shall be according to Section 5.5.1.e

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Table 5.3.3: Neighborhood Commercial & MF Res. (R-NC, R-NCB, R2, C-1)

Replaces Table 12-2.6 & 12-2.7

Setbacks - Principal Building (feet)		
a	Front (Com./MF)	5 max. / 15 max.
b	Front, Side (Com./MF)	5 max. / 15 max.
c	Side (Interior)	0 or 5 min.
d	Rear	none
Frontage & Lot Occupation (min.)		
	Primary	80%
	Secondary	50%
Lot Occupation		
i	Lot Width	16 ft. min.
	Lot Coverage	75% max.
Building Height (max.)		
	Principal Building	4 stories [1]
	Accessory Building	N/A
Off-street Parking (min.)		
	Residential	1/unit
	Commercial	Per Section 5.7.1
Density (max.)		24 du/acre

Setbacks - Accessory Building (feet)		
e	Front	N/A
f	Front, Side	N/A
g	Side (Interior)	N/A
h	Rear	N/A
Frontage Yard Types		
Standard		Not Permitted
Shallow		Permitted
Urban		Permitted
Pedestrian Forecourt		Permitted
Vehicular Forecourt		Permitted
Facade Types		
Porch		Not Permitted
Stoop		Permitted
Common Entry		Permitted
Gallery		Permitted
Storefront		Permitted

Notes:

(1) First floor elevation shall be according to Section 5.5.1.e

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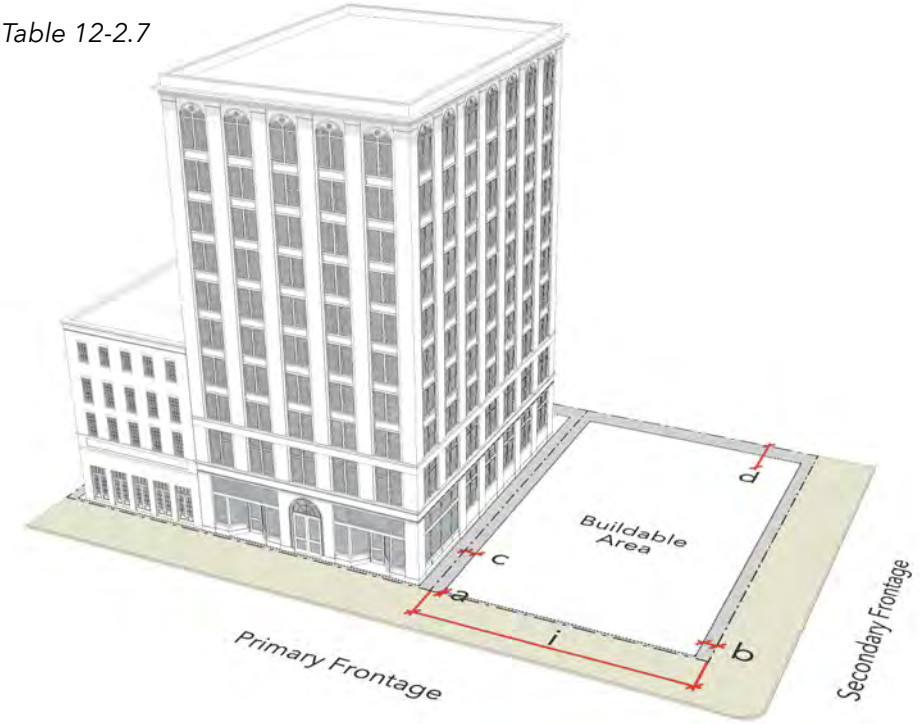
Table 5.3.4: Core Commercial & Multi-Family Residential (C-2, *C-3)

Replaces Table 12-2.7



Setbacks - Principal Building (feet)		
a	Front (Com./MF)	5 max. / 15 max.
b	Front, Side (Com./MF)	5 max. / 15 max.
c	Side (Interior)	0 or 5 min.
d	Rear	none
Frontage & Lot Occupation (min.)		
	Primary	80%
	Secondary	60%
Lot Occupation		
i	Lot Width	16 ft. min.
	Lot Coverage	100% max.
Building Height (max.)		
	Principal Building	10 stories [1]
	Accessory Building	N/A
Off-street Parking (min.)		
	Residential	1/unit
	Commercial	Per Section 5.7.1
Density (max.)		135 du/acre

Setbacks - Accessory Building (feet)		
e	Front	N/A
f	Front, Side	N/A
g	Side (Interior)	N/A
h	Rear	N/A
Frontage Yard Types		
Standard		Not Permitted
Shallow		Permitted
Urban		Permitted
Pedestrian Forecourt		Permitted
Vehicular Forecourt		Permitted
Facade Types		
Porch		Not Permitted
Stoop		Not Permitted
Common Entry		Permitted
Gallery		Permitted
Storefront		Permitted

Notes:

(1) First floor elevation shall be according to Section 5.5.1.e

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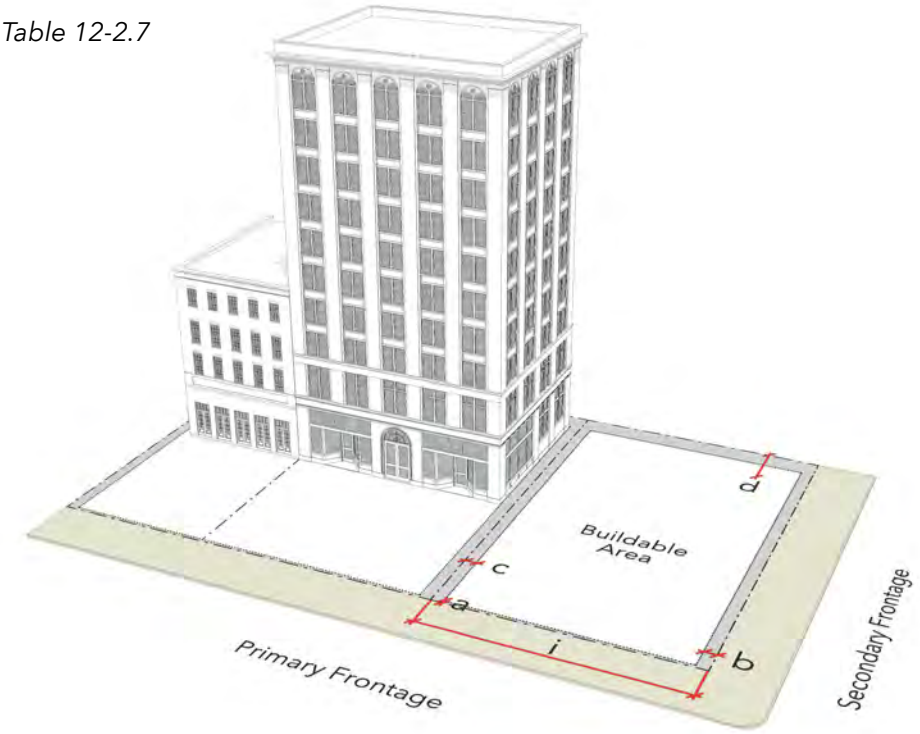
Table 5.3.5: Hybrid Commercial (C-3 along C3C FDOT Context Zone)

Replaces Table 12-2.7



Setbacks - Principal Building (feet)		
a	Front	60 max.
b	Front, Side	40 max
c	Side (Interior)	0 or 5 min.
d	Rear	none
Frontage & Lot Occupation (min.)		
	Primary	60%
	Secondary	40%
Lot Occupation		
i	Lot Width	16 ft. min.
	Lot Coverage	100% max.
Building Height (max.)		
	Principal Building	10 stories [1]
	Accessory Building	N/A
Off-street Parking (min.)		
	Residential	1/unit
	Commercial	Per Section 5.7.1
Density (max.)		135 du/acre

Setbacks - Accessory Building (feet)		
e	Front	N/A
f	Front, Side	N/A
g	Side (Interior)	N/A
h	Rear	N/A
Frontage Yard Types		
Standard		Not Permitted
Shallow		Permitted
Urban		Permitted
Pedestrian Forecourt		Permitted
Vehicular Forecourt		Permitted
Facade Types		
Porch		Not Permitted
Stoop		Not Permitted
Common Entry		Permitted
Gallery		Permitted
Storefront		Permitted

Notes:

(1) First floor elevation shall be according to Section 5.5.1.e

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5.4. FRONTAGE TYPES

***Intent**: New buildings proposed for existing neighborhoods with a well-established character should be compatible with or complement the architectural character and siting pattern of neighboring buildings.*

Maintaining a consistent street-wall is a fundamental component for a vibrant pedestrian life and a well-defined public realm. Retail buildings closely aligned to the street edge with consistent setbacks, provide a clear sense of enclosure of streets, enabling them to function as pedestrian-scaled outdoor rooms. The placement of buildings along the edge of the sidewalk should be given particular attention as it is that portion of the buildings that is the primary contributor to pedestrian activity.

5.4.1. Site and building development is subject to the frontage types and to the urban design guidelines in this Section.

5.4.2. Setbacks shall be as follows:

a. Buildings shall be set back from site boundaries according to Tables 5.3.1 to 5.3.5 Form Standards.

b. Where a maximum setback is specified, it pertains only to the amount of building facade required to meet the minimum frontage occupation requirements of the zoning district.

5.4.3. Frontage Yard Types shall be as follows:

a. Frontage yards shall be wholly open to the sky and unobstructed, except for roof projections, elements and permitted encroachments attached to principal buildings, accessory buildings, and trees.

b. Applicants shall select and specify frontage yard types along frontages from Table 5.4.1 Frontage Yard Types.

c. Impervious surfaces and walkways in frontage yards are subject to the requirements of Table 5.4.1 Frontage Yard Types and the following:

i. Where townhouses occupy a common site, each townhouse with an entrance towards a frontage shall have a walkway connecting the sidewalk to the townhouse entrance.

ii. At cluster courts, the shared court shall have have a walkway connecting the sidewalk at the primary frontage with building entries.

5.4.4. In R-NC, R-NCB, R-2, C-1, C-2, and C-3, any portion of a frontage not occupied by buildings, driveways, or walkways shall be lined with a streetscreen as follows:

a. Streetscreens shall meet the fencing and wall standards for the frontage yard type.

b. Streetscreens shall be coplanar with the primary building facade or located further into the lot than the facade.

5.4.5. Street trees and landscaping in frontage yards shall comply with the requirements of Section 6.

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Table 5.4.1: Frontage Yard Types

A. Standard Yard (Fenced or not)	
Illustration	
Surface	50% minimum shall be pervious material. A minimum of one (1) tree is required per Section 6.1. Paving is limited to walkways, and driveways.
Walkways	One (1) per frontage providing access to building entries
Fencing	Permitted along frontage lines, and according to Section 5.8

B. Cluster Court	
Illustration	
Surface	A minimum 50% of the court shall be landscaped with ground cover, trees, or understory trees. Paving is limited to walkways, and driveways.
Walkways	Court shall be a minimum 20 feet wide and a min. 1,000 sq.ft. in size, and shall have a walkway connecting the sidewalk at the primary frontage with building entries.
Fencing	Permitted at or beyond the building setback line, and street frontages not along frontage lines, according to Section 5.8

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Table 5.4.1: Frontage Yard Types

C. Shallow Yard	
Illustration	
Surface	Maximum setback of eight (8) feet. 50% minimum shall be landscaped in R-1A, and R-1B and up to 100% may be paved in R-NC and R-NCB.
Walkways	1 per frontage providing access to building entries.
Fencing	Permitted interior to the building setback line at primary street frontages. Permitted at or interior to secondary street frontage lines according to Section 5.8.

D. Urban Yard	
Illustration	
Surface	Shall be paved at sidewalk grade, trees in grates or in tree pit.
Walkways	Shall be paved at sidewalk grade. Vegetation is permitted in raised containers.
Fencing	Not permitted

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Table 5.4.1: Frontage Yard Types

E. Pedestrian Forecourt	
Illustration	
Surface	Minimum 80% paving ~~at sidewalk grade~~.
Fencing	Permitted at or interior to building setback lines and according to Section 5.8
Area	Forecourt: A minimum 20 ft. wide up to 30% of the allowable frontage, and a maximum 50 ft. deep.
Activation	Shall be lined with habitable space on 3-sides, or on 2-sides at corner sites.

F. Vehicular Forecourt	
Illustration	
Surface	Driveway shall be paved at sidewalk grade. The remainder of frontage setback may be paved or landscaped.
Fencing	Low wall, maximum 24 inches high, of either brick, or stone is permitted.
Area	Forecourt: 4,200 sq.ft. maximum
Activation	Shall be lined with habitable space on 3-sides, or on 2-sides at corner sites.

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5.5. BUILDING ELEMENTS

***Intent**: Buildings should be designed in proportions that reflect human-scaled pedestrian movement, and to encourage interest at the street level.*

5.5.1. Building entries shall be as follows:

a. Building entrances shall be clearly visible from the street.

b. One (1) building entry shall be provided every 80 feet of facade leading to a habitable space.

c. Building entries for mixed-use buildings shall differentiate entrances for residential and commercial uses.

d. Entries for multifamily buildings shall provide protection from the elements with canopies, marquees, recesses or roof overhangs.

e. Residential building entries at grade are restricted as follows:

i. Single-Family residential buildings shall be raised above average sidewalk grade according to Table 5.5.1 Facade Types. Exceptions include:

(1) First floor elevation shall be a minimum nine (9) feet above sea level.

ii. Multi-family residential buildings shall be raised above average sidewalk grade according to Table 5.5.1 Facade Types. In no instance shall the entry be raised less than 18 inches.

iii. Mixed-use and non-residential building entries shall be at sidewalk grade.

5.5.2. Facade Types shall be as follows:

a. Facades shall be assigned along frontages and are limited by type according to Table 5.5.1 Facade Types.

b. Projections into setbacks are permitted as follows, but not beyond the property line:

i. Roof overhangs, cornices, window and door surrounds and other facade decoration may project up to two (2) feet.

ii. Where permitted, shading devices may project into the front setback up to the property line with a minimum eight (8) foot clearance.

iii. Balconies may project up to three (3) feet.

iv. Bay windows may project up to three (3) feet.

v. Porches and stoops may project according to Table 5.5.1 Facade Types.

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Table 5.5.1: Facade Types

A: Porch		
Entry Grade	Minimum 18 inches above grade	
Requirements	• Required at the primary building entrance. • Porches shall be a minimum 6 feet in depth. • Porches and related structures may project into frontage setbacks a maximum 10 feet. • Porch openings shall be vertical in proportion. • Porches shall be a maximum 10 feet in height. Columns should have a diameter between 1/9th and 1/14th their height.	

B: Stoop		
Entry Grade	Minimum 36 inches and a maximum 48 inches above grade	
Requirements	• A stoop is required at building entrances, projecting from the facade. • Wood is prohibited for stoop railings. • Stoops and related structures may project into frontage setbacks up to 100%.	

C: Common Entry		
Entry Grade	Minimum 18 inches and a maximum 24 inches above grade	
Requirements	• A single collective entry to a multi-family lobby is required at the primary building entrance. • Canopies and awnings are permitted to project into frontage setbacks up to 100% of their depth.	

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Table 5.5.1: Facade Types

D: Gallery		
Entry Grade	At sidewalk grade	
Requirements (see section 5.5.3)	• Where a gallery occurs, it is required along a minimum of 80% of the frontage. • Encroachments are permitted according to Section 5.6. • Awnings are not permitted in galleries.	

E: Arcade & Colonnade		
Entry Grade	At sidewalk grade	
Requirements (see section 5.5.3)	• Where an Arcade or Colonnade occurs, it is required along a minimum of 80% of the frontage. • Encroachments are permitted according to Section 5.6. • Awnings are not permitted in arcades and colonnades.	

F: Storefront		
Entry Grade	At sidewalk grade	
Requirements (see section 5.5.3)	• A storefront is required at the primary entrance of the tenant space. • A minimum 70% of the ground floor of a storefront shall be glazing	

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5.5.3. Storefronts

***Intent**: Retail storefronts should be architecturally articulated through the varied use of high-quality durable materials, display windows, entrances, awnings and buildings signs. Their signage, glazing and doors should be conceived as a unified design.*

a. Retail shops shall provide a minimum of 70% glazing (void to solid ratio of surface area along principal facades at the ground level).
b. Storefronts shall not be constructed of extruded aluminum frames or panels.
c. Opaque, smoked, and reflective glass on storefront windows shall be prohibited unless used as accent materials.
d. High-quality, durable materials are especially important at street level within reach of pedestrians. The materials for the retail storefronts shall consist of stone, brick, concrete, stucco, metal, glass, cementitious siding and/or wood. Construction detail and finish shall adhere to craftsman standards.
e. Outdoor dining areas on sidewalk and public right-of-ways shall be allowed subject to the following standards:
    i. Outdoor dining areas shall be separated from public walkways and streets using railings, wrought-iron fences, planters, landscaping and other suitable materials; and
    ii. A minimum unobstructed pedestrian path of at least six (6) feet wide shall be provided along public right-of-ways.

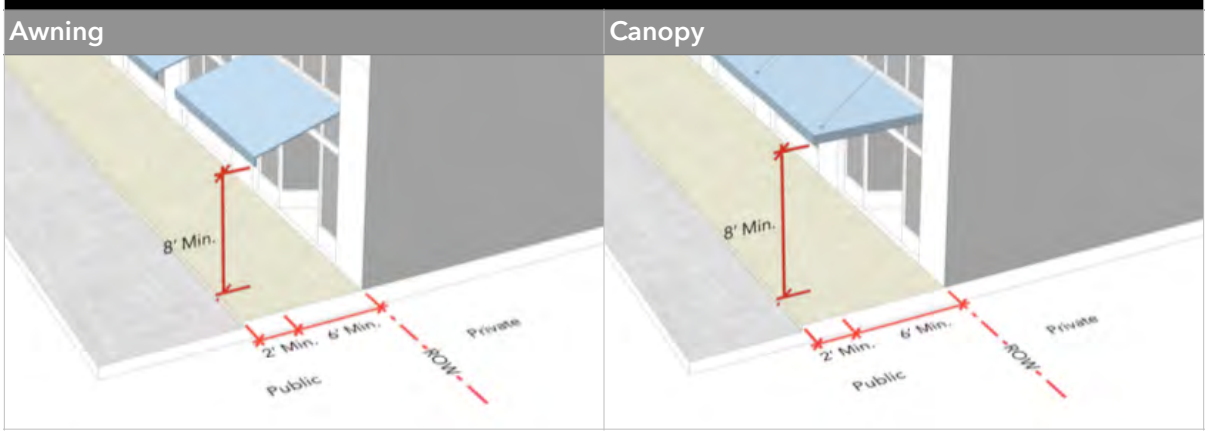
5.6. BUILDING ENCROACHMENTS

5.6.1. When encroachments are within public right-of-ways, they shall meet Public Works clearance standards.

5.6.2. Awnings and canopies are restricted as to as illustrated in Figure 5.6.1 and as follows:

a. May project into the public right-of-way, up to two (2) feet of the curb.
b. Awnings and canopies shall be a minimum of six (6) feet in depth and have a minimum of eight (8) feet of vertical clearance.

Figure 5.6.1: Awnings & Canopy Encroachments Illustrated



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5.6.3. Arcades and Colonnades are restricted according to Figure 5.6.2 and as follows:

a. Shall be a minimum of eight (8) feet in depth and a minimum of 12 feet in height, maintaining a 1.5:1 to a 2:1 height-to-width ratio, as illustrated in Figure 5.6.2.

b. Columns or piers should have a diameter between 1/8th and 1/12th the height, measured from the base to the bottom of the arched opening or the bottom of the entablature, as illustrated in Figure 5.6.2.

c. Arcades and Colonnades should encroach into building setbacks.

d. Where Arcades and Colonnades encroach over sidewalks, they shall not extend beyond two (2) feet of the curb.

e. They should not change height or width along a facade.

f. They should align along the length of the block.

5.6.4. Galleries are restricted according to Figure 5.6.3 and as follows:

a. Shall be a minimum of 8 feet in depth and a minimum of 12 feet in height, maintaining a 1.2:1 to a 2:1 height to width ratio, as illustrated in Figure 5.6.3.

b. Gallery columns should have a diameter between 1/9th and 1/20th their height, measured from the base to the bottom of the entablature, as illustrated in Figure 5.6.3.

c. Galleries should encroach into building setbacks.

d. Galleries should encroach over sidewalks.

e. Where galleries encroach over sidewalks, they shall not extend beyond two (2) feet of the curb.

f. Galleries shall not change height or width along a building facade.

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Figure 5.6.2: Encroachment for Arcades & Colonnades Illustrated

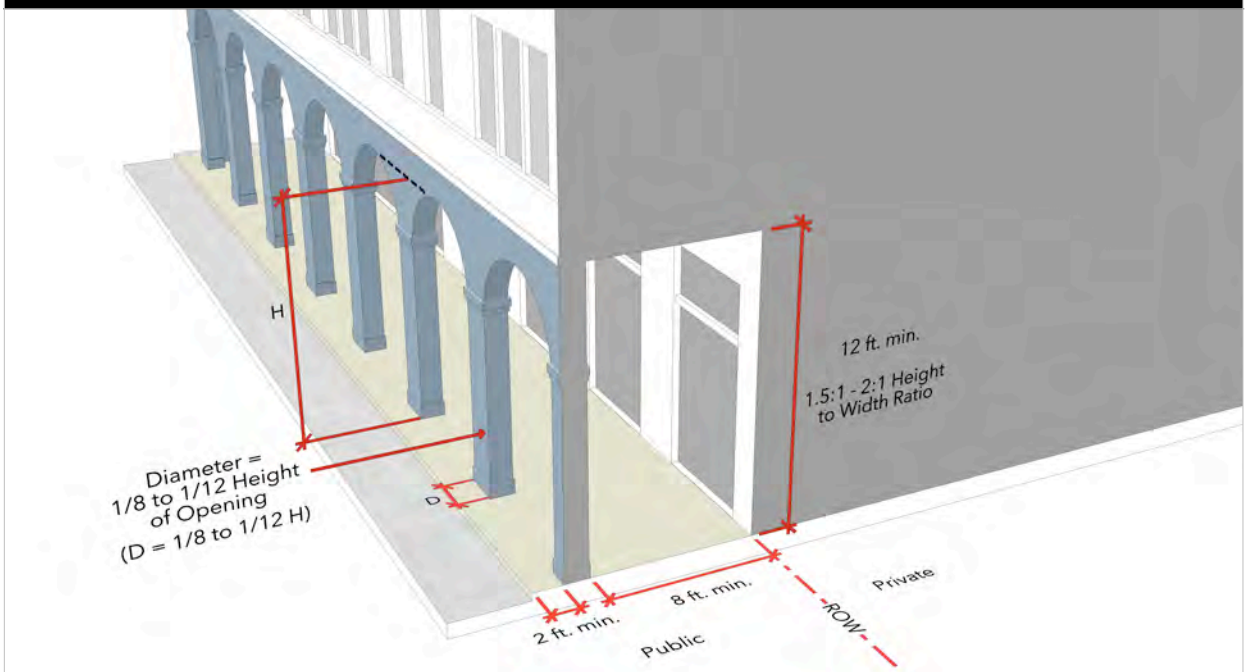
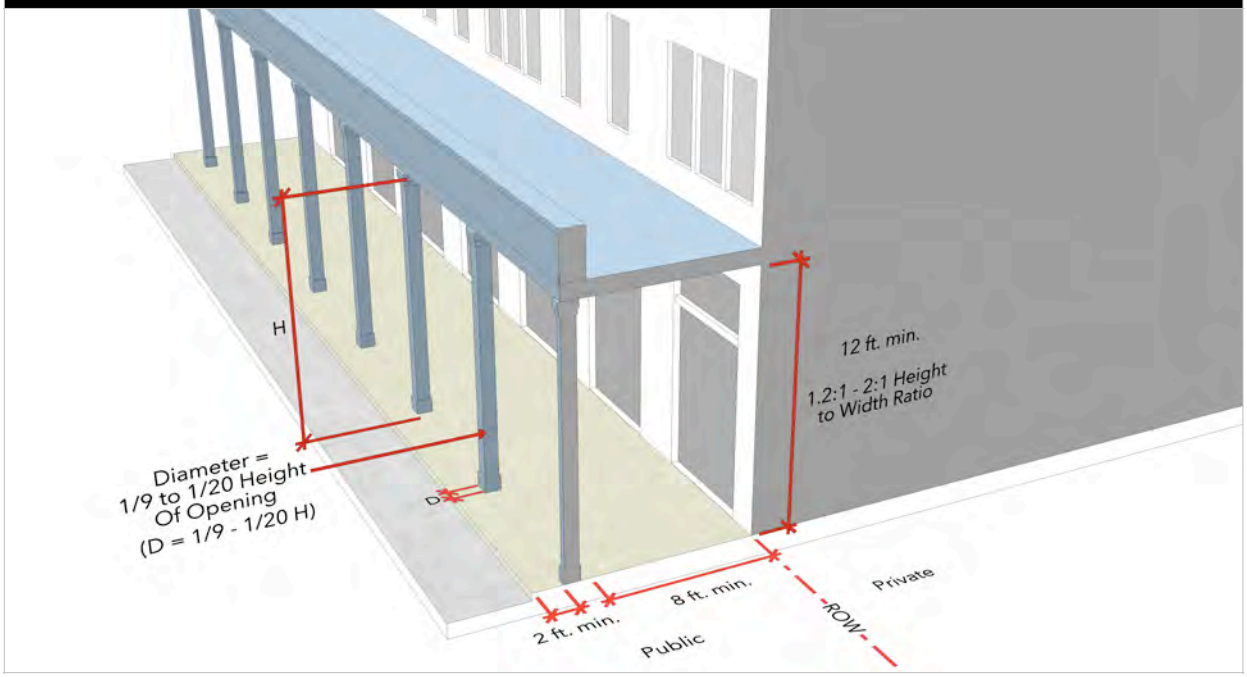


Figure 5.6.3: Encroachment for Galleries Illustrated



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5.7. PARKING ACCESS, DESIGN & REDUCTIONS

***Intent**: The intent of these standards is to guide the placement and design of parking, when it is provided.*

Vehicular parking spaces should be carefully integrated to avoid the negative impacts of large surface parking areas on the pedestrian environment. In general, parking supply should be shared by multiple users and property owners to facilitate the ability to "park once and walk". On-street parallel parking is encouraged on both sides of the street to provide a supply of convenient shared parking, and as a means to provide a protective buffer for pedestrians on the sidewalk. Where surface parking is permitted, it should be hidden or screened from the pedestrian realm by use of garden walls and narrow landscape edges.

Parking garages, where provided, should be lined. They are encouraged to be designed for possible future conversion to other non-parking functions, including office, residential and/or commercial uses.

5.7.1. Minimum parking requirements are as follows:

a. Parking requirements shall be in accordance with 12-3-1(B).

b. Shared parking shall be according to 12-3-1(D).

c. Parking reductions shall be calculated according to Table 12.3-1.

d. Lots less than 30 feet in width have no minimum parking requirement, except for:

i. Lots fronting streets where on-street parking is not permitted.

e. Lots less than 42 feet wide shall be accessed from a rear lane, where possible. Where not possible, the following exceptions are permitted:

i. Parking in the rear of the lot, subject to accessory structure setbacks of their zoning district. Shared driveways are encouraged.

ii. A single-car garage, subject to meeting the minimum frontage requirements.

5.7.2. Bicycle parking is required as follows:

a. Minimum bicycle parking requirements are as follows:

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

ii. Bicycle parking requirements shall be according to Table 5.7.1.

iii. Bicycle parking locations within the public right-of-ways shall be coordinated with Public Works.

Table 5.7.1: Minimum Required Bicycle Parking

Use	Location	R-NC, R-NCB, R-2, C-1	C-2, C-3*
Multi-family Residential	Primary & Secondary Frontages	minimum 0.25 spaces per unit	minimum 0.5 spaces per unit
Non-residential	Primary & Secondary Frontages	minimum 0.5 spaces per 1,000 square feet	minimum 0.75 spaces per 1,000 square feet

** not adjacent to C3C*

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b. Bicycle parking configuration is required as follows:
   i. Bicycle racks shall not be located within:
      (1) Five (5) feet of fire hydrants.
      (2) Four (4) feet of loading zones and bus stop markers.
      (3) Three (3) feet of driveways and manholes.
      (4) Two (2) feet of utility meters and tree planters.
c. Bicycle parking located along private or public streets is subject to the following:
   i. Bicycle racks installed parallel to curbs shall be set back from the curb a minimum of two (2) feet.
   ii. Bicycle racks installed perpendicular to curbs shall allow for a minimum clearance of two feet at the curb and six (6) feet of pedestrian way with a 56cm bicycle properly locked to the rack.
   iii. Bicycle racks should be spaced a minimum of 36 inches apart.
d. Bicycle racks shall allow bicycle frames to be locked at two points of contact with the rack.

5.7.3. Vehicular parking location is restricted as follows:
a. Residential: single-family, duplex, and townhouse:
   i. Off-street covered or garage parking for detached single-family and duplex buildings shall be set back a minimum 20 feet behind the principal building facade.
   ii. Off-street parking for attached single-family residential shall only be permitted in the rear 50% of the lot.
   iii. Residential off-street parking, where required, shall be provided within garages, carports or on driveways in residential zoning districts.
   iv. The minimum distance between two driveways on the same lot shall be 20 feet.
   v. Tandem parking is encouraged
   vi. Shared driveways are encouraged
b. Multi-family residential and all other non-residential buildings:
   i. Off-street parking shall not be permitted within the front setback area. Exceptions include:
      (1) Properties which are adjacent to a thoroughfare identified as FDOT C3C Context Zone, shall conform to the Form Standards according to Table 5.3.5 Hybrid Commercial.
   ii. Off-street parking shall be masked from frontages by liner buildings no less than 24 feet in depth.
   iii. The ground floor of commercial buildings with a gross floor area less than 1,500 square feet is exempt from parking requirements.

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5.8. FENCES AND WALLS

5.8.1. Where provided, fences and walls shall provide full enclosure.

5.8.2. Fences and walls are restricted according to Table 5.4.1 Frontage Yard Types and Required Visibility Triangle Section 12-2-35.

5.8.3. Height of fences and walls shall comply with the following:

a. Height is limited to a minimum 30 inches and a maximum 42 inches within the front setback.

b. Height is limited to eight (8) feet beyond the building face at non-frontages.

5.8.4. Materials for fences and walls are limited as follows:

a. Approved materials include, but are not limited to wood, brick, stone, and wrought iron.

b. Vinyl is discouraged on all frontages.

c. Chain-link, exposed concrete block, barbed-wire and razor wire are prohibited.

d. Wood fences shall be a different 'picket' design to adjacent properties.

e. Wrought iron fences shall be painted if the principal building is painted. The use of wrought iron or brick fences shall be in conjunction with buildings which use masonry materials in their construction.

5.8.5. Where hedges are utilized along frontages, they shall be maintained at a minimum 30 inches and a maximum 42 inches in height.

5.9. WINDOWS & GLAZING

5.9.1. Windows shall meet the following requirements:

a. Windows shall be vertical in proportion

b. Windows shall have muntins, with the exception of commercial and office.

c. Window panes shall be vertical in proportion.

d. Single panes of glass shall not exceed 20 square feet, with the exception of commercial and office.

5.9.2. Glazing shall meet the following requirements:

a. Storefront glazing requirements, according to Table 5.9.1.

b. For residential and mixed-use buildings, excluding commercial uses at grade, the percentage of glazed wall area shall be a minimum 20%.

c. Stained, reflective or tinted windows are prohibited, except as an accent window.

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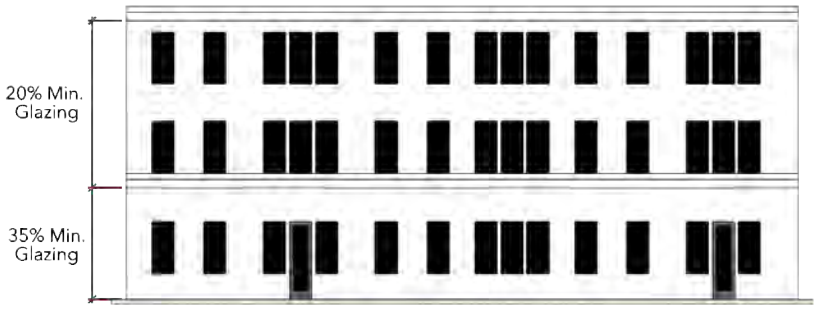
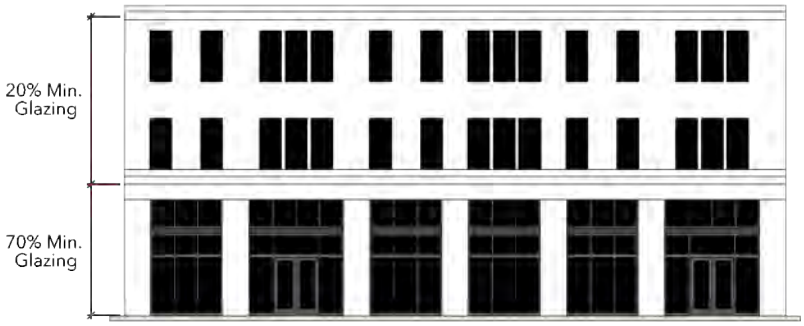
Table 5.9.1: Glazing Requirements

Residential	
At & Above Grade	Minimum 20% along frontages

Multi-Family & Office	
Above Grade	Minimum 20% along frontages
At Grade	Minimum 35% along frontages



Mixed-use	
Above Grade	Minimum 20% along frontages
At Grade	Minimum 70% along frontages



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6. ADDITIONAL LANDSCAPE STANDARDS

Refer to Appendix A for proposed edits to the Pensacola Code of Ordinances, Land Development Code Section 12-2-32. - Buffer yards, Section 12-6 Tree/Landscape Regulations, and Section 11-4-88 Placement of Trees and Poles.

***Intent**: Supplement the urban canopy, accommodate stormwater, increase access to open space and facilitate pedestrian movement throughout the existing block patterns to meet the urban design goals of the CRA.*

A healthy tree canopy contributes to the health of citizens and the environment, and is fundamental to a vibrant pedestrian life and a well-defined public realm. Trees closely aligned to the street edge with consistent setbacks, provide a clear sense of enclosure of streets, enabling them to function as pedestrian-scaled outdoor rooms. The placement of trees along the edge of the sidewalk should be given particular attention as a major contributor to pedestrian activity. Trees and other native plants placed in drainage right-of-ways and parking islands contribute to the control of stormwater quantity and quality.

6.1. LANDSCAPE ON PRIVATE PROPERTY

6.1.1. Landscaping in frontage yards are subject to the requirements of Table 5.4.1 Frontage Yard Types and the following:

a. For single-family and duplex lots, one tree for every lot or for every 50 feet of linear frontage along the right-of-way shall be preserved or planted. Trees planted to meet this requirement shall measure a minimum of three (3) inches DBH. If planted, the tree shall be a minimum of three (3) feet from the right-of-way.

b. Ground vegetation or shrub plantings with spines, thorns, or needles that may present hazards to pedestrians, bicyclists, or vehicles must be maintained a minimum distance of two (2) feet from the edge of walkways.

c. In single-family and duplex lots, trees shall be protected in accordance with Section 12-2-10(A)(5)(b).

d. When off-street parking is located in front or side setbacks, a year-round landscaped hedge or wall along the street edge(s) of the parking lot shall be installed as a means of buffering, according to Section 12-6-3(B).

e. Hedges planted along street right-of-ways shall be between three (3) and five (5) feet in height at maturity.

6.2. BUFFER YARDS

6.2.1. In addition to the buffer yard requirements of Section 12-2-32 the following shall apply:

a. Berms shall not be installed as part of a required buffer without review and approval by the City Engineering Department to ensure a proposed berm will not have a detrimental effect on adjacent properties by impeding or diverting stormwater flow.

b. Berms shall be planted and stabilized to prevent erosion.

c. Buffer yards may be used to create rain gardens or other stormwater facilities with the selection of appropriate plant material and approval of the City Engineering Department.

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d. Plants in these stormwater facilities shall be selected to meet any applicable buffer yard screening requirements, and they should be tolerant of periodic inundation and drought. It is recommended that native plants be selected from the *Florida Friendly Landscaping Guide to Plant Selection & Landscape Design*, Northern Region, and *Waterwise Landscapes* by the South Florida Water Management District, according to Table 6.2.1 Bioretention & Rain Garden Plant List.

Table 6.2.1: Bioretention & Rain Garden Plant List

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

Note: New suggested table to be inserted as Appendix C in Chapter 12-6

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6.3. STREET TREES IN THE PUBLIC RIGHT-OF-WAY

[to be administered by Public Works]

6.3.1. Street trees shall be provided as specified in Section 12-6-3 except for single-family and duplex, and Section 6.3.5 for all buildings.

6.3.2. ROW tree selections and placements shall be reviewed and approved by the city engineer prior to planting.

6.3.3. Greenway street tree plantings are required. When planted, they shall be in accordance with Section 11-4-88 and Section 12-6-3 except for single-family and duplex, and Section 6.3.5 for all buildings.

6.3.4. Where required trees cannot be reasonably planted, payment in lieu of planting shall be made to a new and dedicated CRA tree planting fund, at the value established in Section 12-6-6(B)(5).

6.3.5. Street trees shall be planted as follows:

a. Trees planted three (3) feet or less from a public sidewalk shall have a minimum clearance of six feet and six inches (6'-6") between the public walking surface and the lowest branches at planting.

b. Mature trees shall be maintained at a minimum clearance of eight (8) feet above the public walking surface.

c. In greenways six (6) feet or more in width, trees shall be planted three (3) feet from the sidewalk, in those less than six (6) feet, trees shall be planted in the center.

d. One (1) tree shall be provided per 35 linear feet of public right-of-way frontage, where no underground utility conflicts exist.

e. Where overhead utilities occur, a tree with smaller size at maturity shall be selected.

f. Tree selections shall be from Section 12-6 Appendix B. Palm trees are not acceptable for use as street trees.

g. Where the greenway is less than three (3) feet wide, between sidewalk and curb, street trees should be planted on the lot, where practical.

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6.3.6. Commercial and mixed-use buildings shall comply with the following:

a. Where galleries, arcades or colonnades are not provided, street trees shall be planted, unless in conflict with underground utilities. Where there are overhead utilities, appropriate species from Section 12-6, Appendix B, Tree Replant List shall be selected.

b. Where a gallery, arcade or colonnade is provided, and the greenway that occurs between the sidewalk and the back of curb is less than three (3) feet wide, no street trees are required.

c. Where a greenway at least three (3) feet wide occurs between the arcaded sidewalk and the back of curb, and no overhead or underground utilities prevent street tree installation, planting of a columnar variety street tree is required.

d. Where paved surface occurs between the arcade and curb, installation of street trees in individual tree pits with tree grates, or linear planters with pervious pavers between several trees, is required.

e. Where trees are planted in sidewalk planters, the minimum sidewalk planting pit dimensions shall be four feet by four feet (4′ x 4′).

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7. ADDITIONAL THOROUGHFARE STANDARDS

7.1. LOCAL STREET DESIGN

7.1.1. Design of local streets should be guided by the Florida Greenbook, Chapter 19 Traditional Neighborhood Design.

7.1.2. Driveway aprons should not be permitted to interrupt sidewalks.

7.2. STATE STREET DESIGN

7.2.1. The Context Classification system, as developed by FDOT, should be adopted to identify place and guide streets and other transportation features, to allow transportation to support adjacent land uses.

7.2.2. Streets should be classified as one of the following:

a. Classification C4-Urban General

b. Classification C5-Urban Center

c. Classification C3C Suburban Commercial:

i. Should be limited to locations adjacent to Industrial areas and commercial areas that are not envisioned to be walkable.

7.2.3. The following table equates the Context Classifications with applicable zoning districts.

Table 7.2.1: Zoning to Context Classification Translation

Context Classification (FDOT)	Zoning Districts
C4 - Urban General	R-1AA
	R-1A
	R-1B
C5 - Urban Center	R-NC
	R-NCB
	C-1
	C-2
	C-3
C3C - Suburban Commercial	C-3
	M-I
	M-2

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8. ADDITIONAL DEFINITIONS

Arcade means a series of arches, supported by columns, or piers. Arcades may cover sidewalks and may front retail storefronts.

Building height, *single-family residential*, means the vertical distance of a building measured from the average elevation of the finished grade to the bottom of the eave.

Building height, *multi-family and non-residential*, means the vertical distance of a building measured by stories. The restrictions to story height are according to Section 5.1.

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

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

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

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

Facade, building, means the exterior wall of a building that is set along a frontage line.

Facade Type means the different configurations of building elements that make up a building facade, such as a storefront, porch, etc. See Table 5.5.1

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

Frontage Occupation means the length of the frontage that is occupied by a building.

Frontage Yard Type means the configuration of the area between the facade of the building and the frontage line such as a standard, shallow, cluster court, etc. See Table 5.4.1

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

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

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

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

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Chapter 12-2. Zoning District
Article VIII: CRA Overlay District
Appendix A: Code Revisions

We are recommending the following edits to your zoning code, for the CRA areas only, separate to the proposed Urban Design Standards and Guidelines.

Sec. 12-2-81. - Development plan requirements.

(B) *General conditions, procedures and standards.*

(1) *Preapplication conference.* Prior to submitting a formal application for approval of a proposed new development plan or plan for an addition to an existing development, the owners(s) shall request a preapplication conference with the staff of the Department of Planning and Neighborhood Development, engineering department, the Inspection Services Department, the department of leisure services, the traffic engineer, the fire department, the architectural review board, the Escambia County Utilities Authority, and/or other appropriate staff to review:

(a) The relationship between the proposed development plan and the surrounding Context Classifications, land usage and the Comprehensive Plan of the city.

(b) The adequacy of the existing and proposed vehicular and pedestrian context, character and right-of-way, utilities and other public facilities and services, which will serve the proposed development.

(c) The character, design and applicability of the following factors:

1. Traffic control;

2. Walkability and Complete Street character;

3~~2~~. Noise reduction;

4~~3~~. Sign and light contol;

5~~4~~. Preservation of open space and visual corridors;

6~~5~~. Police and fire protection;

7~~6~~. Storm drainage;

8~~7~~. Landscaping;

9~~8~~. Fencing and screening; and

10~~9~~. Other matters specifically relevant to the proposed development site necessary to foster desirable living and working conditions and compatibility with the existing environment;

At the time of the preapplication conference, the developer shall provide a sketch plan indicating the location of the proposed development and its contextual relationship to surrounding properties. The advisory meeting should provide insight to both the developer

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and the city staff regarding potential development problems which might otherwise result in costly plan revisions or unnecessary delay in development. At this time a decision will be made as to whether the review process will require a separate preliminary and final plan or if they can be combined.

(C) *Contents of the preliminary development plan.*

(2) *Existing conditions, including:*

(b) Zoning districts, Context Classifications, major shopping areas, residential areas, public buildings, rights-of-way, public utilities and other major facilities surrounding the proposed development for a radius of three hundred (300) feet;

(3) *Proposed development.* Preliminary layout showing as applicable:

(b) General location of all existing and proposed off-street parking and loading areas and roadways, by type and complete street design, including expected travel modes and width of right-of-way and paved streets;

(D) *Contents of final development plan.* The final development plan may be on several sheets. However, in that event, an index shall be provided. For a large project, the final development plan may be submitted for approval progressively in contiguous sections satisfactory to the planning board.

(2) *Existing conditions.* The same information as required in paragraph (B)(2) shall be provided with the addition of the following detailed information:

(a) Existing streets, both on and within three hundred (300) feet of the proposed development, shall be described including:

1. Street names;

2. Right-of-way width of each street;

3. Parking design, on-street and off-street;

4. Medians and median cuts locations.

(3) *Proposed development.* The same information as required in paragraph (B)(3) shall be provided with the addition of the following detailed information:

(b) Location of existing and proposed land uses and exact locations of all existing and proposed improvements including:

1. Buildings and structures;

2. Curb cuts;

3. Driveways and interior drives;

4. On-street and ~~O~~off-street parking and loading;

5. Storage facilities;

6. Proposed roadways, by type and by Context Classification, including width of right-of-way and paved streets; and

7. Traffic control features and signage.

(g) Design for Walkability based on area's Context Classification;

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Sec. 12-2-82. - Design standards and guidelines (for the CRA areas).

(A) *Purpose.* The requirements set forth in this subsection are intended to coordinate land development in accordance with orderly physical patterns; to implement goals, objectives and policies of the Comprehensive Plan; to provide for adequate access to building sites for ingress and egress; to achieve context based Complete Streets; to improve the physical appearance of the city, and; to preserve the environmental character of the city.

(C) *Design standards.* Except where specific approval is granted by the city engineer and city planner due to unique and peculiar circumstances or needs resulting from the size, configuration or location of a site requiring a modification of the standards as set forth below, the minimum standards shall be as follows:

(1) *Streets and rights-of-way.* Whenever public or private streets, rights-of-way, pedestrian ways, bikeways or driveway approaches are to be constructed as part of any development after the effective date of this chapter, they shall be designed in accordance with the requirements of this paragraph. Whenever existing public or private streets, rights-of-way, pedestrian ways, bikeways or driveway approaches abutting a development do not meet the requirements of this paragraph, the city engineer may require that they be improved to conform to these requirements.

(a) Driveway approaches and curb cuts.

1. Width (residential except multifamily). In properties developed for residential use (except multifamily), curbcuts and driveway approach shall conform to the following requirements:

	Minimum Driveway	Maximum Driveway
Driveway	~~12~~ 10 feet	~~24~~ 20 feet
Joint-use driveway	~~20~~ 10 feet	~~24~~ 22 feet

2. Width (residential multifamily). Properties developed for residential multifamily use shall have curbcuts for driveways not ~~less~~ more than twenty-four (24) feet wide ~~and not more than forty (40) feet wide~~.

3. Width (nonresidential). Properties developed for commercial use shall have curbcuts for driveways not less than twelve (12) feet nor more than ~~forty~~ twenty-four (~~40~~24) feet wide.

5. Spacing. Where more than one (1) curbcut is to be located on any single property, the minimum distance between such curbcuts on local streets shall be forty-two (42) feet~~,~~ and on all arterial and collector streets shall be in accordance with the requirements set forth in subsection (2) below. Exceptions shall be permitted for individual lots, less than forty-two (42) feet wide.

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(d) Street improvements. All streets and public ways shall be paved and curbed in accordance with standards established by the city engineer, including context based Complete Streets and the following requirements:

1. Additional improvements for existing thoroughfares. Where any existing arterial or collector lying within or abutting a proposed development requires construction of ~~additional~~ a different number of lanes or other improvements to meet the standards of the city engineer, the amount of construction required (or money escrowed) for such improvements shall be commensurate with the impact of the proposed development.

2. Missing arterial or collector links. Where there are missing segments in the arterial or collector system or new arterials or collectors are to be constructed which are context based and designated in the Comprehensive Plan, such segments lying within or abutting the proposed development shall be improved (or money escrowed in an appropriate manner) by the developer along with other required improvements. Where such construction creates an undue hardship in a particular case, appeals are available in accordance with chapter 12-13.

3. Traffic control devices. context based Intersection improvements and traffic control devices such as acceleration, deceleration, and turning lanes, signalization devices, and other traffic control devices required by the development shall be installed at the developer's expense in accordance with the State of Florida Manual for Uniform Traffic Control Devices~~.~~, ~~-~~and the latest adopted Florida Greenbook.

4. Improvements required to nearest acceptable paved public street. Each development shall abut, or have as its primary access, a street improved to the minimum context based requirements of the city engineer. Wherever the abutting street does not meet these requirements, the developer shall construct the street where it abuts the development and to the nearest structurally acceptable paved public street as determined by the city engineer.

(e) Sidewalks. Sidewalks shall be required on all street frontages in residential, nonresidential, commercial and industrial developments in accordance with context based standards established by the city engineer.

(2) *Driveway and curbcut design along arterial and collector streets.* Recognizing that the traffic movement function of arterial and collector streets can be compromised by the provision of unlimited access to individual properties. Whenever any building site will require vehicular access from an arterial or collector street as designated on the city's adopted Future Traffic Circulation Map, the development shall be designed in accordance with the Context classification and the requirements of this paragraph.

(a) Driveways and curbcuts. In addition to any applicable driveway approach and curbcut requirements of subsection (1) above, the following standards shall apply:

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1. Curbcut spacing. The minimum distance between curbcuts on any one block face, shall be context based and whether or not such curbcuts are located on the same property, shall be based upon the posted speed of the thoroughfare, in accordance with the following schedule:

Posted Speed	Minimum Spacing
30 Mph	125 ft.
35 Mph	150 ft.
40 Mph	175 ft.
45 Mph	200 ft.
50+ Mph	250 ft.

Curbcuts in areas with Context Classifications C-4 or greater shall be designed for greatest walkability with posted speeds that may be 15, 20 or 25 mph.

2. Spacing reductions and joint-use driveways. Where the existing configuration of properties and curbcuts in the vicinity of the building site precludes spacing of a curbcut access in accordance with the schedule above, the city engineer shall be authorized to reduce the spacing requirement if he finds that all of the following conditions have been met: wherever feasible, the city engineer shall require the establishment of a joint-use driveway serving two (2) abutting building sites, with cross-access easements provided; the property owner shall agree to close and eliminate any pre-existing curbcuts on the building site after the construction of both sides of the joint-use driveway; and where feasible, the building site shall incorporate unified access and circulation in accordance with the requirements of subsection (2)(a)3. below.

3. Unified access and circulation. The planning director, in coordination with the city engineer, shall be authorized to designate context based cross-access corridors on properties adjacent to arterial or collector streets. Such designation may be made in connection with the approval of any site plan within the affected area, or as part of an overall planning program. The planning director, in coordination with the city engineer, shall be authorized to modify the requirements of this subparagraph where he finds that abutting properties have been so developed that it is clearly impractical to create a unified access and circulation system within part or all of the affected area.

(3) *Public facilities.* All developments shall be provided with sufficient, context based utility easements including potable water, sanitary sewer, electric power and light, telephone, natural gas, cable television, and any other franchised utilities, including access for maintenance. Sufficient easements shall be provided for stormwater management facilities, including access for maintenance. Based on the unique character of each Context Classification, ~~A~~all public and private street networks and parking lots shall be designed to allow easy access for solid waste disposal and emergency service vehicles. In addition to new development, any remodeling, enlargement, reconstruction or redesign of any existing building site for specific uses and within the Gateway Redevelopment District and the resource

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protection overlay districts shall require submittal of a drainage plan to ensure that stormwater management requirements are met pursuant to chapter 12-9 of this title.

(7) *Parking.*

(a) The city discourages construction of more than the minimum number of parking spaces required by this title, ~~in order~~ so that more natural vegetation may be preserved, greater walkability design might be achieved and ~~in order~~ to control stormwater runoff in a more natural manner. Parking in excess of more than ten (10) spaces or ten (10) percent (whichever is greater) above the parking total dictated by chapter 12-3 will require an administrative waiver as described in subsection 12-2-82(C) of this section.

Site design should minimize the impact of automobile parking and driveways on the pedestrian, complete street environment, adjacent properties and pedestrian safety.

(c) The following are some examples of techniques used to minimize the impacts of driveways and parking lots.

1. Locate surface parking at the rear or side of the zoning lot.
2. Break large parking lots into multiple smaller ones.
3. Minimize the number and width of driveways and curb cuts.
4. Share driveways with abutting zoning lots.
5. Locate parking in less visible areas of the site.
6. Locate driveways so they are visually less dominant.
7. Provide special pavers or other surface treatments to enhance and separate pedestrian areas from vehicle maneuvering and parking areas.
8. Off-street ~~P~~parking located along a commercial street front where pedestrian traffic is desirable lessens the attractiveness of the area to pedestrians and compromises the safety of pedestrians along the street. On-street parking enhances walkability for urban Context Classification areas (C4 to C6) and is strongly encouraged. On-site (off-street) surface parking on a commercial street front should be minimized and where possible should be located behind a building.

(9) *Non-residential site lighting.* Non-residential and multiple-family developments, shall be designed to provide safe and efficient lighting for pedestrians and vehicles. Lighting shall be designed in a consistent and coordinated manner for the entire site (including outparcels). Lighting shall be designed so as to enhance the visual impact of the project and/or should be designed to blend into the surrounding landscape. Lighting design and installation shall ensure that lighting accomplishes on-site lighting needs without intrusion on adjacent properties and shall meet the following design requirements:

(a) Fixture (luminaire). When feasible, the light source shall be completely concealed within an opaque housing and shall not be visible from any street right-of-way or adjacent properties.

(b) Light source (lamp). Only florescent, LED, metal halide, or color corrected high-pressure sodium may be used. The same light source type must be used for the same or similar types of lighting on any one site throughout any development.

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(c) Mounting. Fixtures shall be mounted in such a manner that the maximum candela from each fixture is contained on-site and does not cross any property line of the site.

(d) Height. Pole mounted street lighting shall be pedestrian scale with a maximum of 16 feet within Context Classification areas C4, C5 and C6.

(d) Limit lighting to periods of activity. The use of controls such as, but not limited to, photocells, occupancy sensors or timers to activate lighting during times when it will be needed may be required by the director of community development, or their designee, to conserve energy, provide safety, and promote compatibility between different land uses.

(D) *Design guidelines.* Most development in the city is located on infill or redevelopment sites; therefore, projects should take their surroundings and context into account. These recommended design guidelines are intended as suggested methods to improve the character and fit of new development and to encourage respect for how architecture, landscape features, and public improvements help establish context, and steadily improve the quality of the city's residential and commercial neighborhoods. These guidelines are intended for designers and developers to look closely at the context and area surrounding their specific project and create developments that enhance and complement the built and natural environment. The design guidelines are flexible in their application and maybe applied to specific projects during review by city staff and any applicable review board(s). The intent is to create the highest level of design quality while providing the needed flexibility for creative site design. Use of the following design guidelines is a means for addressing urban design, aesthetic and environmental concerns in the development process.

(2) Building design and architectural elements. The placement of buildings should respond to specific site conditions and opportunities such as irregular-shaped lots, location on prominent intersections, views, or other natural features. On-site surface parking should be visually minimized and where possible should be located behind a building. Site characteristics to consider in building design include, but are not limited to, the following:

(f) The placement and orientation of buildings ~~should~~ shall be context based, according to the adopted Context Classification areas and also acknowledge and reinforce the existing desirable spatial characteristics of the public right-of-way. For example, a multi-story mixed use building proposed for a C5 and C6 Classification, downtown corner zoning lot shall~~ould~~ reinforce the existing streetscape by utilizing the ground level for pedestrian oriented retail and restaurants and maintaining a consistent building edge abutting the sidewalk.

(g) Building entrances should be clearly visible from the street. Using entries that are visible from the street makes a project more approachable and creates a sense of association with neighboring structures.

(h) New development and redevelopment in Context Classifications C4, C5 and C6 shall~~ould~~ be sited and designed to encourage human activity on the street. To accomplish this end, entrances, porches, balconies, decks, seating and other elements can be designed to promote use of the street front and provide places for human interaction. For example, for commercial developments such elements can include shop front windows, outdoor seating/dining, rooftop decks, balconies, and canopies that protect pedestrians from the elements.

(i) Development projects in that area adjacent to a less-intensive zoning district with differing development standards, may create substantial adverse impacts that result from inappropriate height, bulk and scale relative to their neighbors. Careful siting and design

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treatments can help mitigate some height, bulk and scale impacts; in other cases, actual reduction in the height, bulk and scale of a project ~~are advisable to adequately~~ can mitigate adverse effects. In some instances, careful, context based siting and design treatment may be sufficient to achieve reasonable transition and mitigation of height, bulk and scale differences. Some techniques for achieving compatibility are:

3. Location of features in Context Classification C3, on-site to facilitate transition, such as locating required open space on the zone district edge so the building is located farther from the lesser intensity zone district. In Classifications C4 and higher, walkability between varying land uses should guide site design.

4. In a mixed-use project, siting the more compatible use(s) near the zone district edge, while designing for high degrees of walkability.

(k) Architectural context. New buildings proposed for existing neighborhoods with a well-defined and desirable character should be compatible with or complement the architectural character and siting pattern of neighboring buildings.

2. In cases where an existing architectural context is either not well defined, or may be undesirable, a well-designed new project has the opportunity to establish a pattern or identity that future redevelopment can build on.

(3) Human scale. The design of new buildings should incorporate architectural features, elements and details that achieve a desirable human scale through the use of human-proportioned architectural features and site design elements clearly oriented to higher walkability and other human activity. Building elements that may be used to achieve human scale are as follows:

a. In Context Classifications C4 and greater, p~~P~~edestrian-oriented storefront windows and doors shall directly face~~ing~~ the street or publicly accessible open space such as courtyards, gardens, patios, or other unified landscaped areas.

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Sec. 12-2-4. - Medium density residential land use district regulations.

Table 12-2.2

Standards	R-1AAA	CRA R-1AA		
		SF	SFA Duplex	SFA TH
Maximum Residential Gross Density	4.8	8.7	~~11.6~~14	~~11.6~~18
~~Minimum Lot Area~~	~~9000 sf~~	~~5000 sf~~	~~7500 sf~~	~~3750 sf~~
~~Lot Width at Minimum Building Setback Line~~	~~75 ft~~	~~40 ft~~	~~60 ft~~	~~30 ft~~
Minimum Lot Width at Street ROW Line	50 ft	~~40~~ 30 ft	~~50~~ 30 ft	~~25~~ 16 ft
Front Setback (max.)	30 ft	~~30~~ 20 ft		~~30~~ 8 ft
Side Setback (min.)	7.5 ft	5 ~~6~~ ft		0 or 5 ~~6~~ ft
Rear Setback (min.)	30 ft	5 ~~30~~ ft		
Off-Street Parking (Space / unit) (min.)	1			1 ~~2~~
Maximum Building Height	35 ft		45 ~~35~~ ft	

Table 12-2.2

Standards	CRA R-1A		
	SF	SFA Duplex	SFA TH
Maximum Residential Gross Density	12.4	17.4	~~17.424~~18
~~Minimum Lot Area~~	~~3500 sf~~	~~5000 sf~~	~~2500 sf~~
~~Lot Width at Minimum Building Setback Line~~	~~30 ft~~	~~50 ft~~	~~25 ft~~
Minimum Lot Width at Street ROW Line	30 ft	~~50~~ 30 ft	~~25~~ 16 ft
Front Setback (max.)	20 ft		~~20~~ 8 ft
Side Setback (min.)	5 ft		0 or 5 ~~5~~ ft
Rear Setback (min.)	~~25~~ 5 ft		
Off-Street Parking (Space / unit) (min.)	1		~~2~~ 1
Max. Building Height	35 ft	~~35~~ 45 ft	

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Table 12-2.3

Standards	CRA R-1B		
	SF	SFA Duplex	SFA TH
Maximum Residential Gross Density	8.7	~~11.6~~17.4	~~17.4~~24
Front Setback (max.)	10 ft	~~10~~ 8 ft	
Side Setback (min.)	5 ft	~~5~~ 0 or 5 ft	
Rear Setback (min.)	10 ft	10 ft (5)	
Off-Street Parking (Space / unit) (min.)	1		1 ~~2~~
Max. Building Height (max.)	45 ft.		
Lot Coverage Requirements (Res. SF, Duplex, TH)	50% max.	~~50~~ 75% max.	
~~Lot Coverage Requirements (Other)~~	~~1-4 Stories~~ ~~5-7 Stories~~ ~~8-9 Stories~~	~~30%~~ ~~25%~~ ~~20%~~	

Sec. 12-2-7. - Residential/neighborhood commercial land use district.

Table 12-2.6

Standards	CRA R-NC	
	Within 100 ft of SF District	Over 100 ft of SF District
Max. Building Height	~~35 ft~~ 4 Stories	45 ft
Front Setback (max.)	5 ~~15~~ ft	15 ~~10~~ ft
Side Setback (min.)	0 – 5 ~~5~~ ft	5 ft
Rear Setback (min.)	~~15 ft~~ None	10 ft
Lot Coverage Requirements (Res. SF, Duplex, TH) (max.)	75 ~~50~~%	
Lot Coverage Requirements (Other)	1-4 Stories 5-7 Stories 8-9 Stories	30% 25% 20%
Max. Floor Area for Uses Under 12-2-7	4000 sf	

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Sec. 12-2-8. - Commercial land use district.

Table 12-2.7

Standards	C-1	C-2A	CRA R-C, C-2, C-3
Setbacks	N/A / 20 ft near res	Max. 10 ft	N/A / 20 ft near res (15 max.)
Lot Width (min.)		16 ft.	
Front Setback (max.)		5 / 15 ft.	
Side Setback (min.)		0 / 5 ft.	
Rear Setback		None	
Max. Building Height	45 ft	~~100 ft~~10 stories	
Lot Coverage	70% up to 100 ft bldg height 65% over 100 ft bldg height	100% up to 100 ft bldg height 90% over 100 ft bldg height 100% max.	100% up to 100 ft bldg height 90% over 100 ft bldg height Outside of dense business area: 75% put to 100 ft bldg height 65% over 100 ft bldg height
Max. MF Density	135 du/ac	135 du/ac	135 du/ac Outside dense business area: 35 du/ac

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CHAPTER 12-6. TREE/LANDSCAPE REGULATIONS[4]

Sec. 12-6-1. - Purpose.

The purpose of this chapter is to establish protective regulations for trees and landscaped areas within the city, and to provide for the planting of Street Trees and Lot/Shade Trees for new residential or non-residential development. Such areas preserve the ecological balance of the environment, control erosion, sedimentation and stormwater runoff, provide shade and reduce heat and glare, abate noise pollution, and buffer incompatible land uses. The intent of this chapter is to encourage the preservation of existing trees, and to increase the tree canopy to develop a more walkable community. It is critical that a balance be maintained between developed areas and natural/landscaped areas with appropriate existing and/or newly planted trees and other vegetation. The intent is also to provide for the future of our citizens through maintaining vital vegetative species that will reproduce for future generations.

Sec. 12-6-2. - Applicability.

(C) *Exemptions.* All single-family and duplex uses are exempt from the provisions of this chapter, except as provided for in sections 11-4-86 through 11-4-88 (parkways), section XX (frontage yards), section 12-2-35 (visibility triangle), section 12-2-32 (buffer yards), subsection 12-6-2(D) (heritage trees) and subsection 12-6-6(D) (new subdivisions). The C-2A downtown retail commercial district is exempt from the provisions of this chapter, except as provided for in subsections 12-6-6(A), (E). (F), and (G). All healthcare related uses of property owned or controlled by an entity which is licensed as an acute care hospital under F.S. Ch. 395, owned or controlled by a parent company of an entity which is licensed as an acute care hospital under F.S. Ch. 395 are exempt from the provisions of this chapter, except as provided for in section 12-6-3 and subsections 12-6-6(A), (C), (E), (F), and (G). In conjunction with the development of any such healthcare related use, a payment of five thousand dollars ($5,000.00) per acre of new developed impervious surface area shall be made to the tree planting trust fund. The designated clear zone areas around the Pensacola Regional Airport and any other area identified by the airport manager and approved by the city council as critical to aircraft operations shall be exempt from this chapter.

(E) *DBH.* All tree measurements for existing trees shall be taken at Diameter Breast Height (DBH), which is the diameter of the tree at four and one-half (4½) feet (54 inches) above ground. If the tree has a bump or branch at four and one-half (4½) feet above ground then DBH shall be measured immediately below the bump or branch. If the tree is growing vertically on a slope, DBH shall be measured from the midpoint of the trunk along the slope. If the tree is leaning, DBH shall be measured from the midpoint of the lean. If the tree forks below or near DBH the tree shall be measured at the narrowest part of the main stem below the fork. If the tree splits into more than one (1) trunk close to ground level, DBH shall be determined by measuring each of the trunks separately

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Sec. 12-6-3. - Landscaping requirements.

The following landscaping requirements apply to all types of land uses and zoning districts listed in section 12-6-2 of this chapter:

(A) *Landscape area requirements.* The minimum percentage of the total developable site, which shall be devoted to landscaping, unless otherwise specified in this chapter, shall be as follows:

ZONING DISTRICT		PERCENT
R-ZL, R-2A, R-2B, R-2	.....	25
R-NC, ~~C-1, C-2,~~ R-C	.....	25
C-1, C-2, C-3, M-1, M-2	.....	~~20~~ 15
SSD, ATZ-1, ATZ-2	.....	25

(B) *Off-street parking and vehicle use areas.* Off-street parking regulations apply to all parking facilities of twenty (20) spaces or more. Off-street parking facilities and other vehicular use areas shall meet the following requirements:

(1) *Perimeter requirements.* A ten-foot wide strip of privately owned land, located along the front and/or side property line(s) adjacent to a street right-of-way shall be landscaped. In no case shall this strip be less than ten (10) feet wide. Width of sidewalks shall not be included within the ten-foot wide perimeter landscape area. This perimeter landscape requirement shall be credited toward the percentage required for the total developable site in subsection 12-6-3(A), above. Exemptions from the ten-foot wide strip only shall be permitted for R-NC, R-NCB, C-1 and C-2 zones.

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APPENDIX B

TREE REPLANT LIST

A. Small Trees:	
7.	~~Glossy Privet *(Ligustrum lucidum)*~~ *CAT 1 INVASIVE – REMOVE -www.fleppc.org*

Sec. 12-2-32. - Buffer yards.

TABLE 12-2.11 RECOMMENDED VEGETATION LIST FOR BUFFER YARD VISUAL SCREEN

~~Thorny elaeagnus (Elaeagnus pungens)~~ *CAT II INVASIVE – REMOVE -www.fleppc.org*

Sec. 11-4-88. - Placement of trees and poles.

In greenways of a width of six (6) feet or more, poles and trees shall be planted three (3) feet from the sidewalk, in those less than six (6) feet, trees must be planted in the center. See section 12-6 (D) Greenway / Street tree planting requirements. (6.4 Street trees in the public right-of-way)

DRAFT

June 12, 2018

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

RE: Proposed CRA Urban Design Overlay

Ms. Gibson,

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

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

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

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

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

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

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

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

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

I appreciate your time and consideration.

Sincerely,

Fred Gunther
Galveztown, LLC

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

PENSACOLA

THE UPSIDE of FLORIDA

COMMUNITY REDEVELOPMENT AGENCY

July 18, 2018

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

Re: PROPOSED CRA URBAN DESIGN OVERLAY DISTRICT

Dear Mr. Gunther:

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

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

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

2) **Front yard tree planting requirements.**

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

3) **Maximum entry grade – 48".**

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

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

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

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

5) **Permissibility of flat roofs.**

Flat roofs are permitted for all building types.

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

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

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

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

8) **Muntin requirements for windows.**

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

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

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

10) **Horizontal windows and restriction of modern building types.**

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

11) **Consideration of existing subdivision plats for grandfathering.**

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

M. Helen Gibson
CRA Administrator

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

Enclosures: None.

Home Builders Association of West Florida
4400 Bayou Boulevard, Suite 45 • Pensacola, FL 32503-2692 • (850) 476-0318 • Fax (850) 494-9764

June 7, 2018

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

RE: Proposed CRA Urban Design Overlay

Dear Ms. Gibson:

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

A few examples:

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

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

3. It has been stated in previous meetings that anyone who has been issued a development order or a building permit is exempt from these requirements, however this intentionally ignores properties which are being developed in accordance with their existing plat. Several of our members met with the City in advance of purchasing their properties to determine their proposed use is acceptable. Developers/builders have made very significant expenditures towards improvements and design since then and are now suddenly being told the requirements will change within a few months. The HBA request that the developers/builders who have been through the process be grandfathered in to avoid additional time and expense.

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

I appreciate your time and consideration.

Sincerely,

David Peaden
Executive Director

PENSACOLA

THE UPSIDE of FLORIDA

COMMUNITY REDEVELOPMENT AGENCY

July 18, 2018

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

Re: PROPOSED CRA URBAN DESIGN OVERLAY DISTRICT

Dear Mr. Peaden:

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

M. Helen Gibson
CRA Administrator

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

Enclosures: None.

LIBERIS LAW FIRM

Charles S. Liberis

Real Estate Closing Department
Kaylan Walden- Licensed Closing Agent

June 11, 2018

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

RE: Proposed CRA Urban Design Overlay

Dear Ms. Gibson:

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

A few examples:

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

2. It has been previously stated that anyone who has obtained a development order or building permit is exempt from these requirements. This ignores properties which are being developed in accordance with their existing plat. Olde City has purchased 16 lots for future development in the Government and Intendencia core area. Olde City has made significant expenditure on engineering and design. These changes will impose a financial hardship and greatly increase the cost of infill housing. We wish to build similar houses and do not want to reinvent what has worked and been well received by all.

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

www.liberislaw.com

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

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

Very truly yours,

Charles S. Liberis

CSL/kw

cc: Mayor Ashton Hayward

City Council

PNJ

PENSACOLA

THE UPSIDE of FLORIDA

COMMUNITY REDEVELOPMENT AGENCY

July 18, 2018

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

Re: PROPOSED CRA URBAN DESIGN OVERLAY DISTRICT

Dear Mr. Liberis:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

M. Helen Gibson
CRA Administrator

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

Enclosures: None.

GUNTHER PROPERTIES

August 2, 2018

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

RE: Proposed CRA Urban Design Overlay

Mr. Wingate,

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

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

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

P 850.433.0666

www.guntherproperties.com

I appreciate your time and consideration.

Sincerely,

Fred Gunther

cc: Ms. Sherri Myers, Council Vice President
Mr. Larry Johnson, Council Member
Mr. Brian Spencer, Council Member
Mr. Andy Terhaar, Council Member
Mr. P.C. Wu, Council Member
Ms. Jewel Cannada-Wynn, Council Member
Mr. Ashton Hayward, Mayor
Mr. Eric Olson, City Administrator
Ms. Lysia Bowling, City Attorney
Ms. Sherry Morris, Planning Services Administrator
Ms. Brandi Deese, Assistant Planning Services Administrator
Ms. Helen Gibson, CRA Administrator
Ms. Victoria D' Angelo, Assistant CRA Administrator

Victoria D'Angelo

From: Marina Khoury <marina@dpz.com>
Sent: Thursday, August 9, 2018 7:52 AM
To: Thomas Douthat
Cc: Victoria D'Angelo; Helen Gibson
Subject: Re: PUBLIC NOTICE: Urban Design Standards Overlay for CRA Neighborhoods: Notice of REVISED Public Meeting Schedule

Hi Tom,

Thanks for your note and for clearly outlining your desires for the place you want to raise a family. A lot of what you describe below is valid and necessary, but unfortunately not in scope, as it would require a big change to zoning which was not the scope of this project. Feel free to call me to explain further if needed. You should of course still fight for such zoning changes to enable and incentivize what you describe below.

Regards

Marina Khoury RA CNU LEED
Partner **DPZ CoDESIGN**
marina@dpz.com
C. 305 299 8129
T. 301 948 6223

On Aug 8, 2018, at 12:34 PM, Thomas Douthat <tdouthat@gmail.com> wrote:

Ms. D'Angelo,

Thank you very much for the notice. I live in the CRA, and fully support this effort.

Is there a document that shows what changed? Were there significant alterations? From the comments document it is hard to really contextualize the changes.

I want to live in a city where my children can walk to school. Good urban design standards won't fix all of our problems, but they are necessary to give people of all income levels the possibility to have access to a democratic and beautiful public realm, otherwise all we have are country clubs.

However, these standards are only a first step because they do not revise our street standards or the fundamental underlying zoning.

Again, let me emphasize the need to allow more small-scale multifamily development "as right" to ensure long-term affordability. This is not in the standards, but should be part of the longer-term process. It is my understanding that form-based codes are supposed to promote more flexibility in use, and that their implementation without changes to zoning misses a fundamental piece of their logic as expounded in DPZ's Smart Code transect (http://www.dpz.com/Initiatives/SmartCode), and the "lean urbanism" idea. The premise being that the form-base code can guarantee "character" by means other than monolithic zoning controls, while potentially delivering diverse, interesting, and efficient alternatives to our existing auto-dependent neighborhoods. Currently, in the CRA historical houses are torn-down for Taco-Bells (the design standards would have helped, I think), and if this can happen all I am asking for zoning to promote the possibility of

"missing middle" housing and corner stores. The US is one of the only industrialize countries in the world to have iron-clad single family zoning, and this has much to do with past cultures of exclusionary social practices. I would hope that your office, jointly with the Planning Department, re-visits current standards in light off the design standards and need for greater land use flexibility. I would hope Ms. Khoury has briefed this issue to the City.

I would also like to petition you to review the sidewalk crossing standards in the CRA district. Just yesterday I saw a young mother with two small children risk her and their lives crossing 9th. I don't blame her, rather the city/county/state engineers. There was no crosswalk anywhere nearby, nor a sidewalk where they were. I am not sure if it was still in CRA, very near the border, but issues like this are common near the old Barnes, and throughout Cervantes. We must make the main streets of the CRA safer for pedestrians with lower speed limits, better sidewalks, and narrower travel lanes.

Thanks to the CRA administration and to Ms. Khoury for the steps you have taken so far. I hope they are just a start.

Tom Douthat,

1207 E. Jackson St.

On Tue, Aug 7, 2018 at 5:23 PM, Victoria D'Angelo <VDangelo@cityofpensacola.com> wrote:

From: Community Redevelopment Agency of the City of Pensacola (CRA)

Phone #: 850-435-1695

RE: **PUBLIC NOTICE: Urban Design Standards Overlay for CRA Neighborhoods:**

Notice of Revised Public Meeting Schedule

PLEASE BE ADVISED:

The Community Redevelopment Agency of the City of Pensacola (CRA) has REVISED the public meeting schedule for the CRA Urban Design Standards Overlay. Public meetings will be held as follows to consider adoption of the proposed CRA Urban Design Overlay District. ***The public is cordially invited to attend.***

PLEASE NOTE: ELECTED AND APPOINTED OFFICIALS OF THE CITY OF PENSACOLA MAY BE PRESENT.

Brandi Deese

From: Jason Rebol <jasonr@rebol-battle.com>
Sent: Thursday, September 13, 2018 9:19 AM
To: Sherry Morris
Cc: Brandi Deese
Subject: Amendment to Land Development Code - CRA Urban Design Overlay District

Dear Sherry,

I have briefly reviewed the proposed amendments to the CRA district and have one concern that should be modified prior to adoption. There is language contained in the amendment that prohibits stormwater ponds from being adjacent to street frontages. Although I don't disagree with the intent, in many cases there are no other options due to the exiting topography of the site. If possible I would recommend the language be changed to say "where feasible" no stormwater facilities shall be located along street frontages and/or if they are shall be screened with appropriate vegetation to conceal the pond. I believe this would prevent unnecessary future variance requests to this requirement for which may be out of the control of the property owner. In the 25 years of site design I have never had someone come to us a say "I want my stormwater pond to be front and center of my development", especially with the cost of property in down town area.

Thank you for your consideration,

Jason Rebol
Rebol-Battle & Associates
Civil Engineers & Surveyors
2301 N. 9th Avenue, Suite 300
Pensacola, Florida 32503
Ph: 850-438-0400
Fax: 850-438-0448

Brandi Deese

From:	Christian Wagley <christianwagley@gmail.com>
Sent:	Tuesday, September 18, 2018 1:08 PM
To:	Jared Moore; pritz@bullocktice.com; hesscampbell@aol.com; kurt@fire-help.org; Nathan Monk; Danny Grundhoefer; Victor Jordan
Cc:	Brandi Deese
Subject:	continued support for overlay standards

Dear Planning Board members:

Thank you for your previous support for the proposed form-based overlay standards for the CRA. I wish to express my continued support for these standards.

Communities that care what they look like are thriving. These standards are similar to those already in use in hundreds of communities and cities across the nation. They are objective, reasonable, and help to protect the existing character in the great historic neighborhoods within the CRA. These standards are recommended by multiple City reports and studies, including the Belmont Devilliers Land Use Plan (2004), Urban Core CRA Plan (2010), and Urban Redevelopment Advisory Committee (URAC) Final Report (2012). They are also supported by the boards of the Westside and Eastside CRA districts that are directly impacted by the proposed standards.

They also only apply to NEW construction in the vast majority of circumstances. For an existing homeowner the standards would generally only apply to their existing home if it was damaged or destroyed to the point that it required a rebuild costing 50% or more of the existing value, which is very unlikely to occur.

Thank you for supporting a better Pensacola.

Christian Wagley
801 East Larua St.
Pensacola, FL 32501

Brandi Deese

From: Alistair McKenzie <amckenzie@mckenzielawfirm.com>
Sent: Tuesday, September 18, 2018 1:24 PM
To: Brandi Deese
Subject: Fwd: Please Say Yes to the Form-Based Code Overlay

Dear staff:

Thank you for your hard work and efforts with regards to the form based overlay for the CRA. Please see my comments below sent to the planning board members in support of it.

---------- Forwarded message ---------
From: **Alistair McKenzie** <amckenzie@mckenzielawfirm.com>
Date: Tue, Sep 18, 2018 at 12:24 PM
Subject: Please Say Yes to the Form-Based Code Overlay
To: <jared@jandmvalve.com>, <pritz@bullocktice.com>, <hesscampbell@aol.com>, <fathernathan@gmail.com>, <dgrundhoefer@qgarchitects.com>, <Jordan.victor@gmail.com>

Dear Esteemed Planning Board Members:

Today, you will again take up the issue of the new proposed form-based code overlay standards. Having now spent time studying the issue and having had the good fortune of hearing many of the nation's most talented planners, designers, and architects discuss city planning and city design at CivicCon for many months now, I can ensure you that putting the form-based overlay into place is the absolute right thing to do.

This type of code has many benefits. It helps citizens of all economic backgrounds, it increases property value, it increases walkability, it increases the safety of citizens, it increases health of the citizens, it encourages new businesses, increases retail sales, it is better for the environment, and the list of benefits goes on. And from a city and developer's perspective, it simplifies the process, it decreases the time spent going back and forth in the process of trying to get approval for new developments, it reduces the resources needed to get through the process, and increases predictability for all sides at the onset of the process which encourages further development. Finally, it allows and encourages public input at appropriate times in the process.

The Form-Based Codes Institute has identified 8 benefits of this type of code:

1. Because they are prescriptive (they state what you want), rather than proscriptive (what you don't want), form-based codes (FBCs) can achieve a more predictable physical result. The elements controlled by FBCs are those that are most important to the shaping of a high quality built environment.

2. FBCs encourage public participation because they allow citizens to see what will happen where-leading to a higher comfort level about greater density, for instance.

3. Because they can regulate development at the scale of an individual building or lot, FBCs encourage independent development by multiple property owners. This obviates the need for large land assemblies and the megaprojects that are frequently proposed for such

parcels.

4. The built results of FBCs often reflect a diversity of architecture, materials, uses, and ownership that can only come from the actions of many independent players operating within a communally agreed-upon vision and legal framework.

5. FBCs work well in established communities because they effectively define and codify a neighborhood's existing "DNA." Vernacular building types can be easily replicated, promoting infill that is compatible with surrounding structures.

6. Non-professionals find FBCs easier to use than conventional zoning documents because they are much shorter, more concise, and organized for visual access and readability. This feature makes it easier for nonplanners to determine whether compliance has been achieved.

7. FBCs obviate the need for design guidelines, which are difficult to apply consistently, offer too much room for subjective interpretation, and can be difficult to enforce. They also require less oversight by discretionary review bodies, fostering a less politicized planning process that could deliver huge savings in time and money and reduce the risk of takings challenges.

8. FBCs may prove to be more enforceable than design guidelines. The stated purpose of FBCs is the shaping of a high quality public realm, a presumed public good that promotes healthy civic interaction. For that reason compliance with the codes can be enforced, not on the basis of aesthetics but because a failure to comply would diminish the good that is sought. While enforceability of development regulations has not been a problem in new growth areas controlled by private covenants, such matters can be problematic in already urbanized areas due to legal conflicts with first amendment rights.

You can also look to other cities where this has been done as examples of these benefits. If you do you will find this type of form-based code overlay works.

I am sure your expertise on these issues makes you much more knowledgeable than my recent exploration of this topic and as such the benefits are already well known to you. Still, in case you are interested, I found the following article and explanation of the form-based codes a great read and it provides a good discussion of the topic:

https://www.cnu.org/publicsquare/2017/05/10/great-idea-form-based-codes

Failure to implement this form-based code overlay would seriously hinder Pensacola's future and its potential to continue improving as it has done so rapidly in the last 10 years. Let's keep the train of progress rolling to make a better Pensacola for all of its citizens, even those who do not yet understand why such a form-based code overlay is necessary. In time, they will come to see its benefits. Please support the CRA Urban Design Standards Overlay. Thank you.

J. Alistair McKenzie // Attorney at Law

McKenzie Law Firm, P.A.
905 East Hatton Street
Pensacola, FL 32503

Brandi Deese

From: Zachary Lane <zaclane007@gmail.com>
Sent: Tuesday, September 18, 2018 1:25 PM
To: jared@jandmvalve.com; pritz@bullocktice.com; hesscampbell@aol.com; fathernathan@gmail.com; dgrundhoefer@qgarchitects.com; Victor Jordan; Brandi Deese
Subject: CRA Overlay

Members of the board,

As a resident of the East Side neighborhood, I am excited to offer my full support the the CRA Overlay Plan.

I have been continuously discouraged that the pattern of the development in the neighborhood has not been to the character of the neighborhood. The need to provide guidance to home builders and developers mostly accustomed to suburban style development is important.

The adoption of FDOT standards that provide greater importance to alternate means of transportation is important, especially for the East Side Neighborhood. The East Side neighborhood is traditionally one of the more economically disadvantaged neighborhoods where owning a vehicle is a financial hardship for many of its residents. It is also evident that the pattern of road development has forced higher capacity, higher speed thoroughfares through the poorer neighborhoods. This is evident in the MLK and Davis traffic patterns. These two streets with their high speed design should not exist in a neighborhood. The CRA Overlay Plan will offer the opportunity to prevent future bad decisions and perhaps correct a few of the existing errors.

Again, I enthusiastically offer my full support to the adoption of the CRA overlay.

Thank you,
Zachary Lane, PE
420 E Brainerd St, Pensacola FL 32503

Victoria D'Angelo

From: Brandi Deese
Sent: Wednesday, September 19, 2018 10:28 AM
To: Helen Gibson; Victoria D'Angelo
Subject: FW: CRA Overlay support

An additional comment received after we were already downstairs set up for the meeting. Thanks!

Brandi C. Deese, AICP
Planning Services Division
City of Pensacola
PO Box 12910
Pensacola, FL 32521
Office – 850.435.1697
Fax – 850.595.1143

From: Kelly Wieczorek [mailto:kellyuf@gmail.com]
Sent: Tuesday, September 18, 2018 1:43 PM
To: jared@jandmvalve.com; pritz@bullocktice.com; hesscampbell@aol.com; fathernathan@gmail.com; dgrundhoefer@qgarchitects.com; Jordan.victor@gmail.com
Cc: Brandi Deese <bdeese@cityofpensacola.com>
Subject: CRA Overlay support

Planning Board Members,

I am writing in support of the proposed CRA overlay standards. As an licensed Architect in the area, and perhaps more importantly a resident of East Hill (south of Cervantes) I believe these standards will help to protect our community and neighborhoods. I have personally seen a lot of distorted, and in some cases fabricated, information regarding the proposed standards throughout social media, and in person, and I feel it is important as someone in the design community to call attention to the benefits of such standards.

I have recently attended several statewide design conferences, follow many TED talks, and have had the opportunity locally to attend many Civicon events - a common theme that appears from each of these speakers is the need to protect our traditional neighborhoods and downtown core. I chose to live in East Hill because of the neighborhood and character of the streets/houses/parks that I have not seen outside of the CRA. It is valuable and should be preserved. The walkability of the neighborhoods should be preserved. Form-based codes are becoming the norm in places people want to live. I encourage you to think of the places you take visitors to when they come to Pensacola that make you proud of our city. These tend to be the areas this overlay looks to protect. These places exhibit the qualities that attract people and businesses. Without a codified standard these ideas simply become guidelines that can be, and have been, ignored.

I would also like to note that I am encouraged to see that the City has continued to modify the standards based on public input. The initial study incorporated many national trends, but the input process has really made this a local standard.

Unfortunately I am unable to attend the meeting today due to a prior conflict, but I hope you move forward with the approval of the LDC amendment and send to City Council for approval.

Thank you,
Kelly Wieczorek

Victoria D'Angelo

From: Brandi Deese
Sent: Wednesday, September 19, 2018 10:28 AM
To: Helen Gibson; Victoria D'Angelo
Subject: FW: Support for CRA Design Standards

An additional comment received during the meeting. Thanks.

Brandi C. Deese, AICP
Planning Services Division
City of Pensacola
PO Box 12910
Pensacola, FL 32521
Office – 850.435.1697
Fax – 850.595.1143

From: Thomas Douthat [mailto:tdouthat@gmail.com]
Sent: Tuesday, September 18, 2018 2:13 PM
To: Jared Moore <jared@jandmvalve.com>; pritz@bullocktice.com; hesscampbell@aol.com; kurt@fire-help.org; fathernathan@gmail.com; kowens@amalighting.com; dgrundhoefer@qgarchitects.com; Public Works <PublicWorks@cityofpensacola.com>; Brandi Deese <bdeese@cityofpensacola.com>
Cc: Brian Spencer <bspencer@cityofpensacola.com>
Subject: Re: Support for CRA Design Standards

I would also like to note that I am a resident of the CRA, and we live in a place where the recent Taco Bell decision has harmed our neighborhood. The CRA overlay would have provided better design guidance and clarity in the process.

On Tue, Sep 18, 2018, 12:48 PM Thomas Douthat <tdouthat@gmail.com> wrote:

I'm writing to you because you have the opportunity to take a vote for a better city. Pensacola has some challenges, but lots going for it, not least being one of the few places on Florida's northern Gulf Coast with real historical character. Lots of places look like Destin, lots like Pace, but Pensacola has the opportunity to be unique. That is important for economic development, but the human scaled neighborhoods of Pensacola are also great places to live, and with wiser governance can develope into really world class bikeable and walkable communities. But we can't take thst for granted. And these proposed CRA design standards are an important step in the right direction. Please use your vote to pass them undeluted.

Having clear standards will remove uncertainty and institutionalize quality development. They were developed by the best firm, one that has a strong track record of success, one that has done development itself, and done with our input. They take into consideration parking and diverse buildings. Please pass them for a better city.

Cordially,

Thomas Douthat
1207 E Jackson St

1. LONG TERM STRATEGIES

1.1. COMPREHENSIVE PLAN

1.1.1. Adjust FLUM density for townhouses in R districts as follows:

a. 18 du/acre for R-1A and R-1B (permitting 24-foot wide townhouses)

b. 24 du/acre in R-NC and R-NCB (permitting 18-foot wide townhouses)

1.2. ZONING CODE

1.2.1. Make edits to Zoning Code as provided in Appendix A.

1.3. LANDSCAPE, OPEN SPACE & STORMWATER MANAGEMENT STRATEGIES

1.3.1. A CRA tree fund should be established, with assistance available to homeowners to plant trees in their R.O.W. or front yards where none currently exist, per Sec. 12-6-3 (D).

1.3.2. The City should acquire additional park/open space properties within the ¼ mile, 5-minute walk radius to serve those neighborhoods identified as underserved by parks.

1.3.3. Required open space should be designed as a central square, plaza or green to provide a community focal point and gathering space for residents. Leftover strips at edges should be avoided except where trail connections are made, or buffers are required. Trees, seating and pervious paving should be included, at a minimum.

1.3.4. Streets and parking lots shall be designed to temporarily detain stormwater with aesthetically-planted, curb-less drainage swales within parking lots and buffer areas.

1.3.5. The City should acquire additional stormwater management sites to manage runoff from small parcels where on-site storage is impractical. Provide incentives to developers for reduction of pervious surfaces and installation of stormwater detention facilities.

1.3.6. The City should implement and maintain aesthetically-planted low-impact stormwater mitigation test sites, such as rain gardens, at existing and proposed *drainage rights-of-way* with a minimum width of 15 feet, on residential and commercial properties.

1.4. ENFORCEMENT

1.4.1. Enforcement the current regulation prohibiting parking on greenways along local streets

1.5. SMALL SCALE SUBDIVISIONS

1.5.1. Consider revising small scale subdivision requirements from 3 lots or more to 4 or 5 lots or more.

1.5.2. Discuss equity factor, benefits and disadvantages of lot history on subdivision requirements.

DRAFT

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Transportation Design & Code Amendment Support Document

By Richard A. Hall, P.E.

DRAFT

Prepared For:
Pensacola's CRA
&
DPZ CoDESIGN

Hall Planning & Engineering, Inc.
March 8, 2018

Introduction: Transportation Design Guidance

Review of current CRA documents revealed a need for Transportation Procedures tied to a variety of context types that naturally occur across cities and their suburban and rural areas. Currently, the CRA areas have a variety of street conditions, some are highly walkable and compact, some are not. The primary benefit for walkability within the CRA areas is block sizes less than 500 feet per side. This occurs in almost all context areas. One negative however, is the general prohibition of on-street parking in some of the CRA areas. Where possible, it should be permitted and encouraged. Moreover, the city should enforce parking regulations that prohibit parking on greenways which create blight on the street, prevent the possible planting of trees and discourage walking. Most local streets reflect a pedestrian scale, with parallel on-street parking and paved street width of 25 to 30 feet; good, general urban street dimensions/conditions. Many Collectors and Arterials, however, have been built to suburban standards with 70-foot ROW and 54 feet of paved area between curb faces and no parallel, on-street parking allowed. For example, the current street dimensions on Cervantes, Garden and Main, west of A Street have these suburban scale dimensions. This occurs on both state owned and city owned streets. Wider and faster streets should only occur in the suburban and rural areas of the city and county. Guidance for many transportation related elements must be sensitive to a wider set of context types than the oversimplified rural or urban types used in the past. Two major documents support broader context application:

1. The Florida Greenbook
2. The Florida Complete Streets Initiative (CSI) and Companion Florida Design Manual

These documents are described below and their applicability for Pensacola's Community Redevelopment Authority are encouraged and discussed below.

Florida Greenbook - Design of Local Streets in Florida

The ***Manual of Uniform Minimum Standards for Design, Construction and Maintenance (Florida Greenbook)*** provides criteria for public streets, roads, highways, bridges, sidewalks, curbs and curb ramps, crosswalks, bicycle facilities, underpasses, and overpasses used by the public for vehicular and pedestrian travel.

Authority for the **Florida Greenbook** is established by **Chapters 20.23(3)(a)**, **334.044(10)(a)**, and **336.045, Florida Statutes**, and **Rule 14-15.002, Florida Administrative Code**. The manual is intended for all projects off the state and national highway systems. Thus, the Greenbook provides transportation design guidance for City of Pensacola streets.

Within the **Greenbook**, **Chapter 19 Traditional Neighborhood Design (TND)** provides guidance on transportation design within urban sections of Florida's cities and counties.

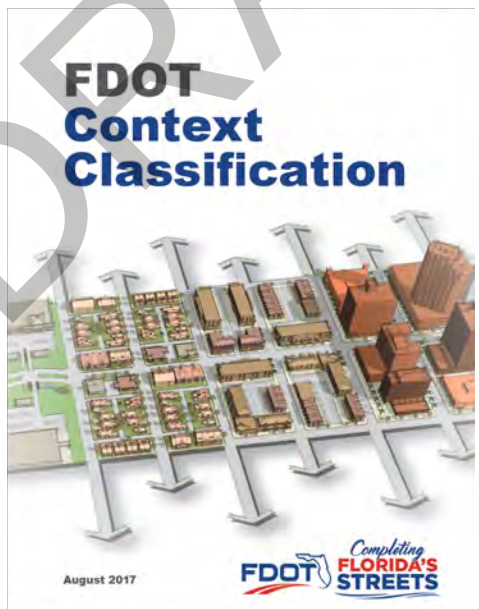
DRAFT

TND Communities rely on strong integration of land use and transportation. A TND has compact, human scaled development patterns and a variety of land uses within a small block structure. All these characteristics combine to yield many more pedestrian, bicycle and transit trips than found in low density suburban patterns of development. The chapter specifies criteria and design standards that help achieve this “walkability” and Complete Street character.

HPE recommends adoption of the Florida Greenbook as design guidance for transportation facilities under jurisdiction of the City of Pensacola. This would allow the application of TND design guidance for all non-state facilities. While the local neighborhood streets are generally in compliance with TND principals, the Arterials and Collectors are not, and would benefit from this context based guidance for re-construction or new construction. All streets would benefit from the encouragement of on-street parking found tin the TND Chapter.

FDOT Complete Streets Initiative [CSI] & Florida Design Manual for design of State facilities

Streets under State of Florida jurisdiction are guided by similar context based design guidance. ***FDOT Complete Streets Initiative [CSI]*** document provides a land area framework consisting of Context Classifications from rural to most urban character.



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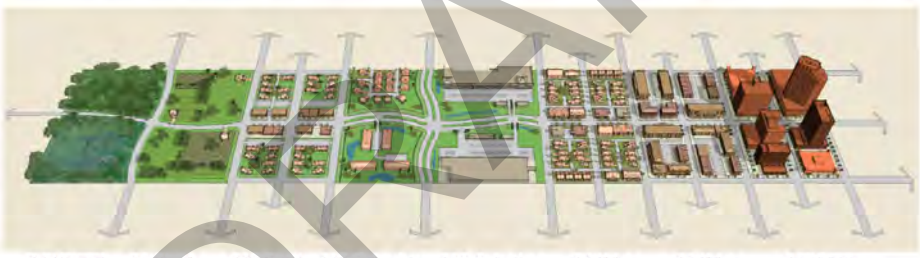
The Context Classifications are described as follows.

C1-Natural	Lands preserved in a natural or wilderness condition, including lands unsuitable for settlement due to natural conditions.
C2-Rural	Sparsely settled lands; may include agricultural land, grassland, woodland, and wetlands.
C2T-Rural Town	Small concentrations of developed areas immediately surrounded by rural and natural areas; includes many historic towns.
C3R-Suburban Residential	Mostly residential uses within large blocks and a disconnected/ sparse roadway network.
C3C-Suburban Commercial	Mostly non-residential uses with large building footprints and large parking lots. Buildings are within large blocks and a disconnected/ sparse roadway network.
C4-Urban General	Mix of uses set within small blocks with a well-connected roadway network. May extend long distances. The roadway network usually connects to residential neighborhoods immediately along the corridor and/or behind the uses fronting the roadway.
C5-Urban Center	Mix of uses set within small blocks with a well-connected roadway network. Typically concentrated around a few blocks and identified as part of the civic or economic center of a community, town, or city.
C6-Urban Core	Areas with the highest densities and building heights and within FDOT classified Large Urbanized Areas (population> 1,000,000). Many are regional centers and destinations. Buildings have mixed uses, are built up to the roadways, and are within a well-connected roadway network.



C1-Natural C2-Rural C2T-Rural Town C3R-Suburban Residential C3C-Suburban Commercial C4-Urban General C5-Urban Center C6-Urban Core

DRAFT

Context Classifications for suburban areas, C3R Suburban Residential and C3C Suburban Commercial occur outside the CRA boundary. Within the CRA, the finer street grid, smaller lot sizes and compactness of buildings generally qualify for Classifications C4-Urban General and C5-Urban Center. The following table equates the CRA Context Classifications with Zoning classifications:

Context Classification to Zoning Translation	
Context Classification	**Zoning Code**
C4 - Urban General	R-1AA
	R-1A
	R-1B
C5 - Urban Center	R-NC
	R-NCB
	C-1
	C-2
	C-3

Transportation facilities constructed under C4 and C5 have more Walkable design elements scaled to be more pedestrian friendly. Arterial and Collector streets have 10 foot lanes allowed, 8 foot parallel, on-street parking is strongly encouraged, lower range speeds of 20 and 25 miles per hour are specified, and maximum block length of 600 feet are required. These criteria and others yield lower motor vehicle speed, multiple travel modes active and generally greater economic value and sustainability. They encourage more Complete Streets. Federal research has yielded *An Expanded Functional Classification System for Highways & Streets* that also defines more context areas to diversify design solutions in urban settings.

The DPZ and HPE team members recommend adoption of the Context Classification system developed by FDOT as definitions to identify place and to subsequently guide streets and other transportation features within the CRA. The City should encourage FDOT to classify the streets in Pensacola's CRA as C4 and C5 and limit the C3S so that transportation can become more walkable and support the adjacent land uses.

DRAFT

Field Reviews

Field observations within the CRA confirmed that the small block size nature of the overall street grid is one of the strongest assets of the CRA toward increasing Walkability and Complete Streets. Traffic Counts show that most arterial and collector streets have more capacity than needed and in some cases can design lane reductions to further manage motor vehicle speeds and increase pedestrian comfort.
Past Studies were reviewed and the following results were determined:

- Cervantes Corridor study, by Atkins, has two recommendations, for 4L and 2L sections
    - Nodes and Place Types are identified along the Cervantes corridor as potential focus areas of greater compactness. C5 Town Center classifications creating more diverse travel notes and greater walkability.

        i. There is great potential for combining information and setting the stage for Transforming the Cervantes corridor into a Complete Street.
    - CRA Participation in Future Street Design Corridors should also be Context sensitive, complete streets.
        i. Cervantes
        ii. Main Street [West]
        iii. Dr. MLK Jr. Dr./N. Davis Hwy. Pair

Other general recommendations include:

- Continuous sidewalks should take precedence over driveway aprons so the sidewalk maintains a constant elevation.
- Coordinate tree placement with utility location in all cases. Meetings to workshop this important relationship are essential.
- Importance of yield street design for local streets and need to design for, and encourage, on-street parking.
- Remove parking from green swales/parkways/planting strips.

In summary, the following recommendations are primary:

1. Adopt the Florida Greenbook with emphasis on the TND Chapter 19, for application within the entire CRA District.
2. Adopt the Florida CSI reports and policies for design guidance on state owned streets within the CRA.
3. Future conversations on design of all CRA Arterials and Collectors shall be Context Sensitive and CRA staff should be at the table.

DRAFT

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 27-18 | City Council | 10/11/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member P.C. Wu

SUBJECT:

PROPOSED ORDINANCE NO. 27-18 - PROPOSED COMMUNITY REDEVELOPMENT AGENCY(CRA) URBAN DESIGN OVERLAY DISTRICT

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 27-18 on first reading:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

NOTE: THE PROPOSED ORDINANCE ATTACHED HAS NOT BEEN REVIEWED BY THE PLANNING BOARD AND IS NOT THE DOCUMENT UNANIMOUSLY APPROVED BY THE PLANNING BOARD AT ITS SEPTEMBER 18, 2018 MEETING. THE ATTACHED PROPOSED ORDINANCE CONTAINS SUBSTANTIVE CHANGES MADE BY CRA STAFF.

The development of urban design standards has been identified as a key redevelopment project within each of the City of Pensacola's adopted community redevelopment plans. The CRA approved the FY17/18 CRA Work Plan on April 10, 2017, which authorized the development of design standards for each of the City's three redevelopment areas. On October 9, 2017, the CRA authorized a contract with DPZ CoDESIGN to develop and assist with codification of the design standards.

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

The drafted overlay document was released on May 31, 2018 and presented recommended modifications to the

Planning Board for consideration and a public hearing on June 12, 2018. The Planning Board recommended adoption with modifications.

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

On September 18, 2018, the overlay was brought back to the Planning Board for a second public hearing regarding incorporation of the Board's recommended modifications and the additional clarifications recommended by the consultant. The Board recommended approval of the proposed overlay as presented.

The project consultant, DPZ CODESIGN, recommends incorporation of all modifications recommended by Planning Board with the following clarifications and adjustments:
a. Revisions to Sec. 12-2-25(C), Applicability and 12-2-25(D), Existing Conditions to remove substantial modifications to existing buildings from applicability under the overlay:
(C) Applicability.
(a) These standards shall apply to all new construction and substantial modifications demolition and rebuild projects within the CRA Urban Design Overlay District, as defined by the Florida Building Code.
(D) Existing Conditions.
(a) Existing buildings and structures that do not conform to the requirements of this overlay district may be occupied, operated, repaired, renovated or otherwise continue in use in their existing non-conforming state unless demolished and rebuilt until such time as a substantial modification is requested, as defined by the Florida Building Code.

b. Addition to Sec. 12-2-25(C), Applicability, clarifying the applicability of Building Code and Americans with Disabilities Act requirements as they relate to the overlay:
(f) The provisions of this section are not intended to supersede, conflict with or replace any requirement in federal or state law pertaining to design, construction or accommodation requirements pertaining to persons with disabilities and it is hereby declared to be the intent of the City of Pensacola that such requirements in federal or state law shall prevail over any provisions of this section to the extent of any conflict.

c. Revision to Sec. 12-2-25(B), Boundaries of the District, removing the area east of 9th Avenue and south of Cervantes Street, from the overlay district boundaries.

In addition to the final overlay document, DPZ CODESIGN and the firm's partner, Hall Planning & Engineering, have provided two documents containing recommended long term and transportation strategies for consideration. These documents are attached.

PRIOR ACTION:

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

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

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

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

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

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

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

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

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

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

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

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

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

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) Proposed Ordinance No. 27-18 (w markup)

PRESENTATION: No

PROPOSED
ORDINANCE NO. _27-18_

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-2-25 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

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

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

Table of Contents

Intent	Sec. 12-2-25(A)
Boundaries of the District.	Sec. 12-2-25(B)
Applicability	Sec. 12-2-25(C)
Existing Conditions	Sec. 12-2-25(D)
Procedure for Review	Sec. 12-2-25(E)
Appeals and Variances	Sec. 12-2-25(F)
Urban Design Standards and Guidelines	Sec. 12-2-25(G)
Building Height	Sec. 12-2-25(G)(a)
Building Orientation	Sec. 12-2-25(G)(b)
Building Massing and Materials	Sec.12-2-25(G)(c)
Form Standards	Sec. 12-2-25(G)(d)
Frontage Types	Sec. 12-2-25(G)(e)
Building Elements	Sec. 12-2-25(G)(f)
Building Encroachments	Sec. 12-2-25(G)(g)
Parking Access, Design and Reductions	Sec. 12-2-25(G)(h)

Fences and Walls	Sec. 12-2-25(G)(i)
Windows & Glazing	Sec. 12-2-25(G)(j)
Lighting on Private Property	Sec. 12-2-25(G)(k)
Landscape Standards and Guidelines	Sec. 12-2-25(H)
Intent	Sec. 12-2-25(H)(a)
Landscape on Private Property	Sec. 12-2-25(H)(b)
Buffer Yards	Sec. 12-2-25(H)(c)
Landscape in the Public Right-of-Way	Sec. 12-2-25(H)(d)
Thoroughfare Standards and Guidelines	Sec. 12-2-25(I)
Context Classification	Sec. 12-2-25(I)(a)
Street Design	Sec. 12-2-25(I)(b)
Definitions	Sec. 12-2-25(J)

(A) *Intent.* The requirements set forth in this Section are intended to:

(a) Preserve and maintain the urban pattern and architectural character of Pensacola's community redevelopment areas, while encouraging new construction that is compatible with that heritage, but also reflective of its time.

(b) Improve the physical appearance of the community redevelopment areas with urban design standards that provide more predictable results in terms of the form and character of buildings.

(c) Support the removal of blight within the community redevelopment areas by encouraging quality redevelopment.

(d) Support the future growth of Pensacola, to ensure compatible and cohesive development, to remain resilient long-term, and to support the goals, objectives and policies of the City's Comprehensive Plan and community redevelopment area master plans.

(e) Coordinate the placement, orientation, and design of buildings to ensure a coherent and walkable streetscape and traditional urban character by creating well-defined street edges with continuous building walls, articulated facades, and architectural features that create visual interest and an attractive pedestrian environment.

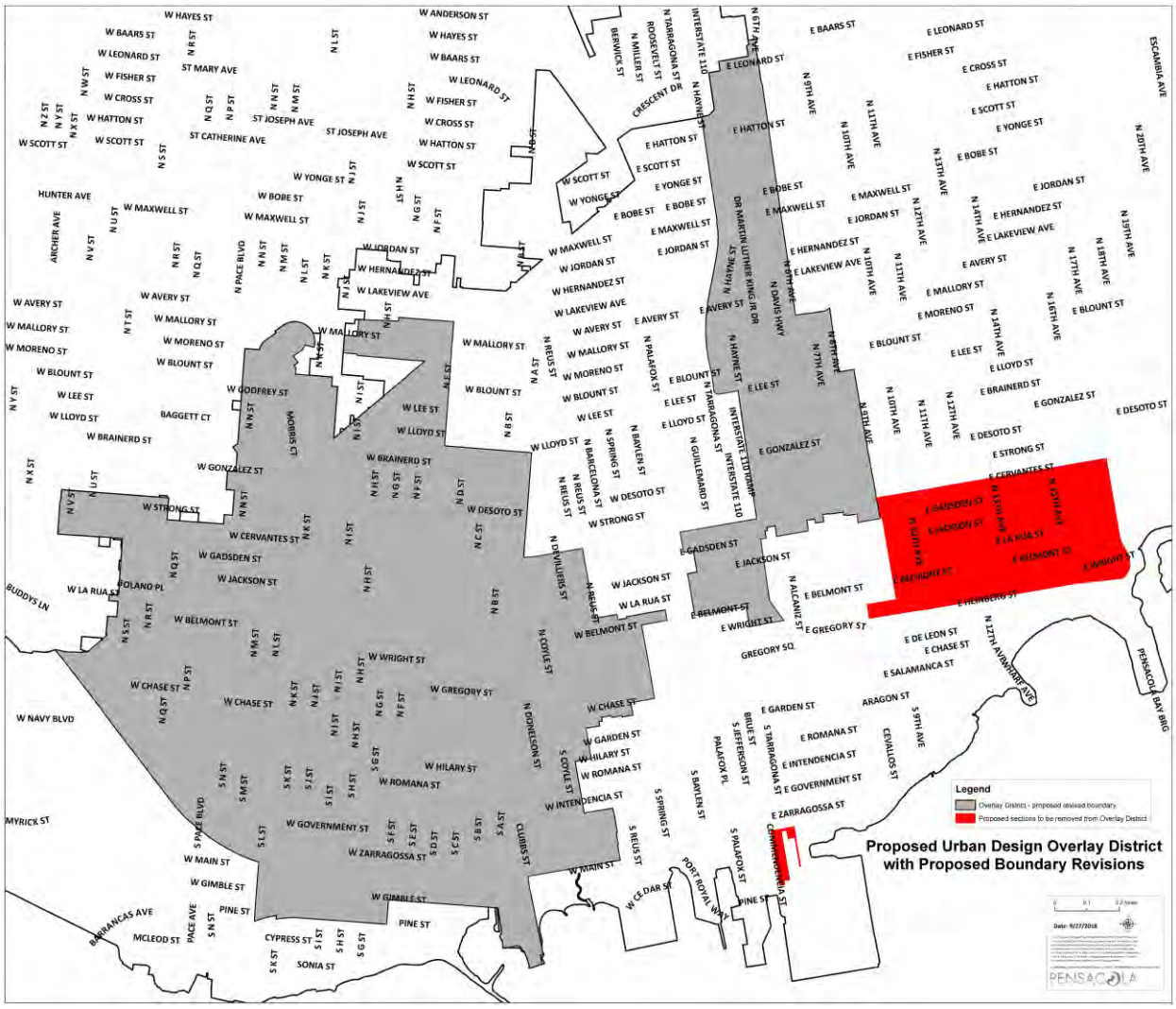
(f) Capitalize on opportunities to attract and grow a variety of residential building types, retail, service, and cultural establishments to serve local needs, create regional attractions and a robust economic base.

(g) Enable and encourage mixed-use development within the community redevelopment areas in support of viable and diverse locally-oriented business and cultural institutions.

(h) Achieve context-based development and complete streets.

(B) *Boundaries of the District.* The boundaries of the CRA Urban Design Overlay District shall be as outlined on Figure 12-2-25.1.

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



(C) *Applicability.*

(a) These standards shall apply to all new construction and ~~substantial modifications~~demolition and rebuild projects within the CRA Urban Design Overlay District~~, as defined by the Florida Building Code~~.

(b) This Section [Sec. 12-2-25., CRA Urban Design Overlay District] shall apply as an overlay to the underlying land development regulations. The land development regulations contained within Title XII (Land Development Code) shall apply unless pre-empted by this Section. Where a conflict exists between this Section and the underlying land development regulations, contained within Title XII (Land Development Code), this Section shall prevail.

(c) Standards, activated by "shall", are regulatory in nature, as defined within Sec. 12-1-8 (general interpretative terms). Deviations from these standards shall only be permitted by variance in accordance with Sec. 12-12-2 (appeals and variances).

(d) Guidelines, activated by "should", are encouraged and recommended but not mandatory, as defined within Sec. 12-1-8 (general interpretative terms). Developments subject to this overlay district are encouraged to incorporate them as appropriate in order to enhance and complement the built and natural environment. The intent is to create the highest level of design quality while providing the needed flexibility for creative site design.

(e) Figures, tables and illustrations shall be interpreted as defined in Sec. 12-1-8 (general interpretative terms) unless the context clearly indicates otherwise.

(f) The provisions of this section are not intended to supersede, conflict with or replace any requirement in federal or state law pertaining to design, construction or accommodation requirements pertaining to persons with disabilities and it is hereby declared to be the intent of the City of Pensacola that such requirements in federal or state law shall prevail over any provisions of this section to the extent of any conflict.

(D) *Existing Conditions.*

(a) Existing buildings and structures that do not conform to the requirements of this overlay district may be occupied, operated, repaired, renovated or otherwise continue in use

in their existing non-conforming state~~ until such time as a substantial modification is requested, as defined by the Florida Building Code~~unless demolished or rebuilt.

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

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

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

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

(G) *Urban Design Standards and Guidelines.*

(a) *Building Height.*

(a) *Intent.* Within the overlay district, height for single family residential types will be measured in feet and multi-family, mixed-use and non-residential buildings will be measured in stories. Measuring height in stories rather than feet has numerous benefits which include:

a) to provide greater creativity for a natural variety of roof forms; b) to recognize the need of different users, as commercial floor plates are different than residential floor plates; c) to remove the incentive to create short floorplates, and instead encourage more gracious floor-to-ceiling heights for environmental health, without penalizing property owners; and d) to protect the historical proportions of Pensacola's community redevelopment areas.

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

(c) Building height is measured as follows:

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

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

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

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

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

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

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

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

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

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

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

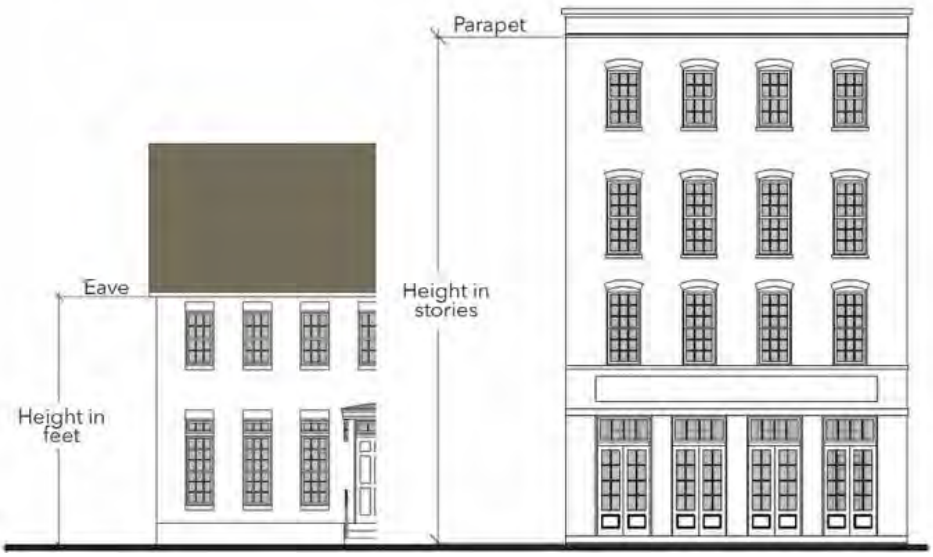
Zoning Category	Ground Floor Story Height		Above Ground Story Height
	Max.	Min.	Max.
R-1AAA through R-2A	16 ft.	12 ft.	14 ft.
R-NC, R-NCB and R-2	20 ft.	14 ft.	14 ft.
C-1, C-2, C-2A and C-3	24 ft.	14 ft.	14 ft.

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

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

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

Illustration 12-2-25.1 – Measuring Building Height



(d) Parking garages shall not exceed the height of the principal building on the site. Parking garages shall not be subject to floor to floor height requirements according to Sec. 12-2-25(G)(a)(c)3. Stand-alone

parking garages shall only conform to the number of stories permitted within the Form Standards in Tables 12-2-25.3 to 12-2-25.8.

(e) *Roof Pitch.*

1. Gable or hipped roofs shall have a minimum pitch of 6:12 and a maximum pitch of 12:12.
2. Shed roofs shall have a minimum pitch of 4:12.

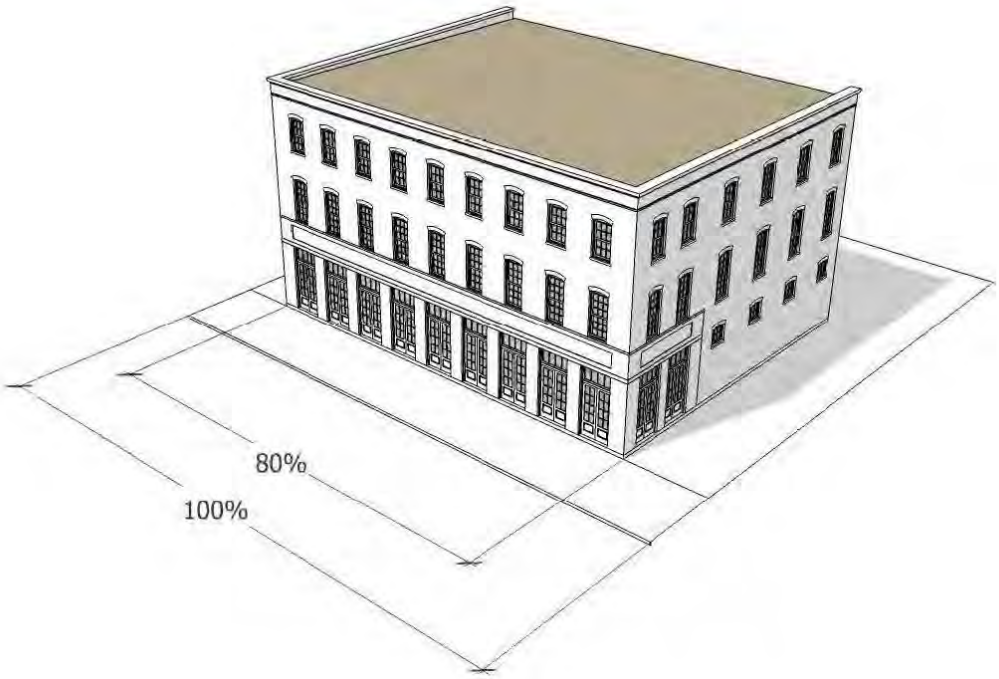
(b) *Building Orientation.*

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

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

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

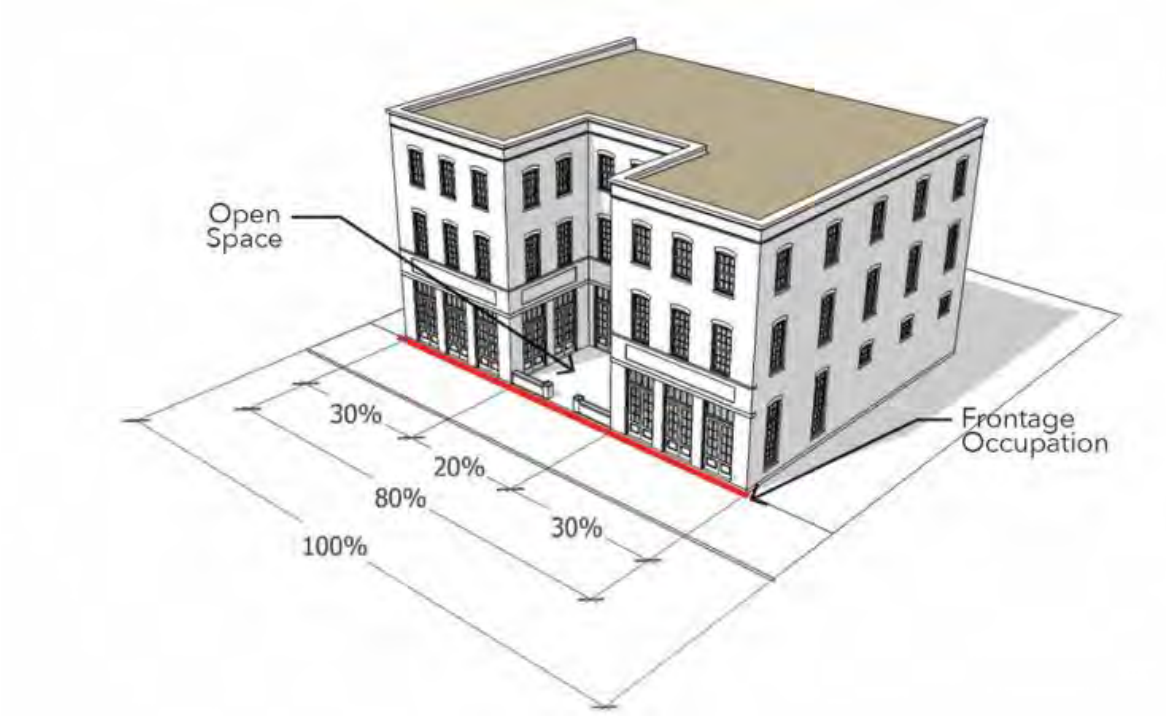
Illustration 12-2-25.2 - Minimum Building Frontage Occupation



(d) Lot width shall be measured along the right-of-way at the front property line. Lot width measurements at the building setback line shall not apply.

(e) Forecourts, courtyards and other such defined open spaces shall count towards minimum frontage requirements. See Illustration 12-2-25.3 for an illustration depicting minimum frontage occupation requirements with open space.

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



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

(c) *Building Massing.*

(a) *Intent.* Buildings should be designed in proportions that reflect human-scaled pedestrian movement, and to encourage interest at the street level.

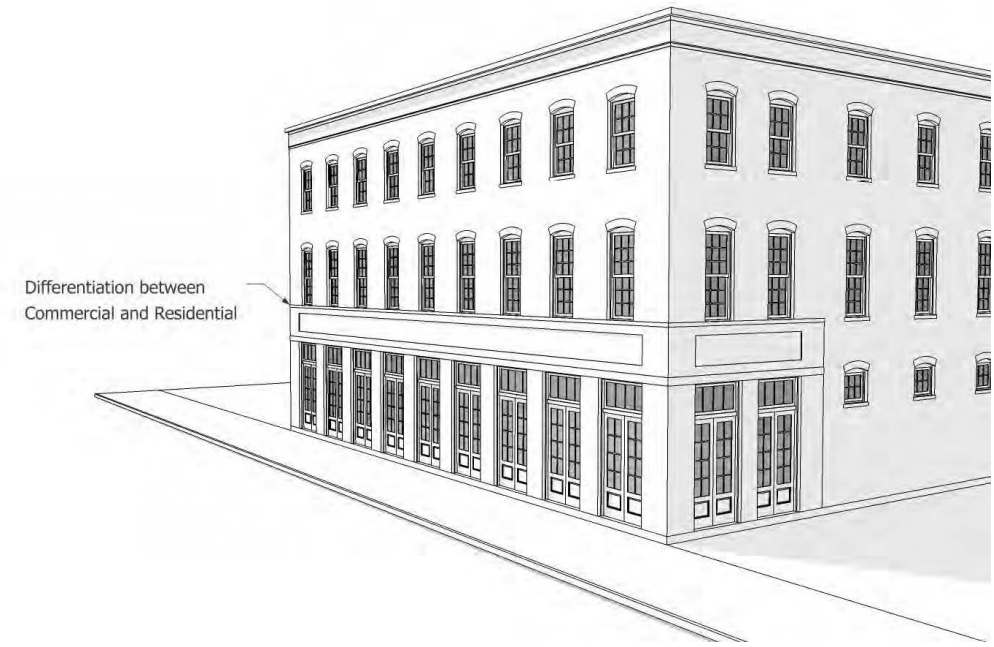
(b) Where provided, multi-family building courtyards shall maintain a minimum width to height ratio of 1 to 3 in at least one dimension in order to avoid light well conditions. Courtyards should be wider than the minimum where possible. See Illustration 12-2-25.4 for depiction of courtyard ratio measurements.

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

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

changes. See Illustration 12-2-25.5 for depiction of mixed use building differentiation of uses.

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



(d) Single-family units shall be distinguished from abutting units with changes in unit entry, plane, color, materials, front porches, front stoops, fenestration, and/or building elements such as railings.

(e) All service and loading areas shall be entirely screened from public right-of-way as follows:

1. Equipment shall be screened.
2. If outdoor storage areas are separate from the building they serve, the fence materials shall be limited to masonry, concrete, stucco, wood, PVC and metal, excluding chain-link.

(f) HVAC and mechanical equipment are restricted as follows:

1. They shall be prohibited in frontage yards.
2. They shall be integrated into the overall building design and not be visible from adjoining streets and or open spaces.

3. Through-wall units shall be prohibited along street frontages and open spaces, unless recessed within a balcony.

(g) Mechanical equipment on roofs shall be visually screened from the street with parapets or other types of visual screens of the minimum height necessary to conceal the same.

(h) Roof top parking shall be visually screened with articulated parapet walls or other architectural treatment.

(i) Exterior wall materials prohibited for all single family residential types shall include:

1. Corrugated metal panels; and

2. Exposed concrete block.

(j) Material requirements contained within Sec. 12-2-82(C)(8)(Design standards and guidelines) shall apply within the CRA Urban Design Overlay District.

(d) *Form Standards.*

(a) Form standards within the CRA Urban Design Overlay District shall be as defined in Tables 12-2-25.3 to 12-2-25.8.

(b) Exceptions to Form Standards.

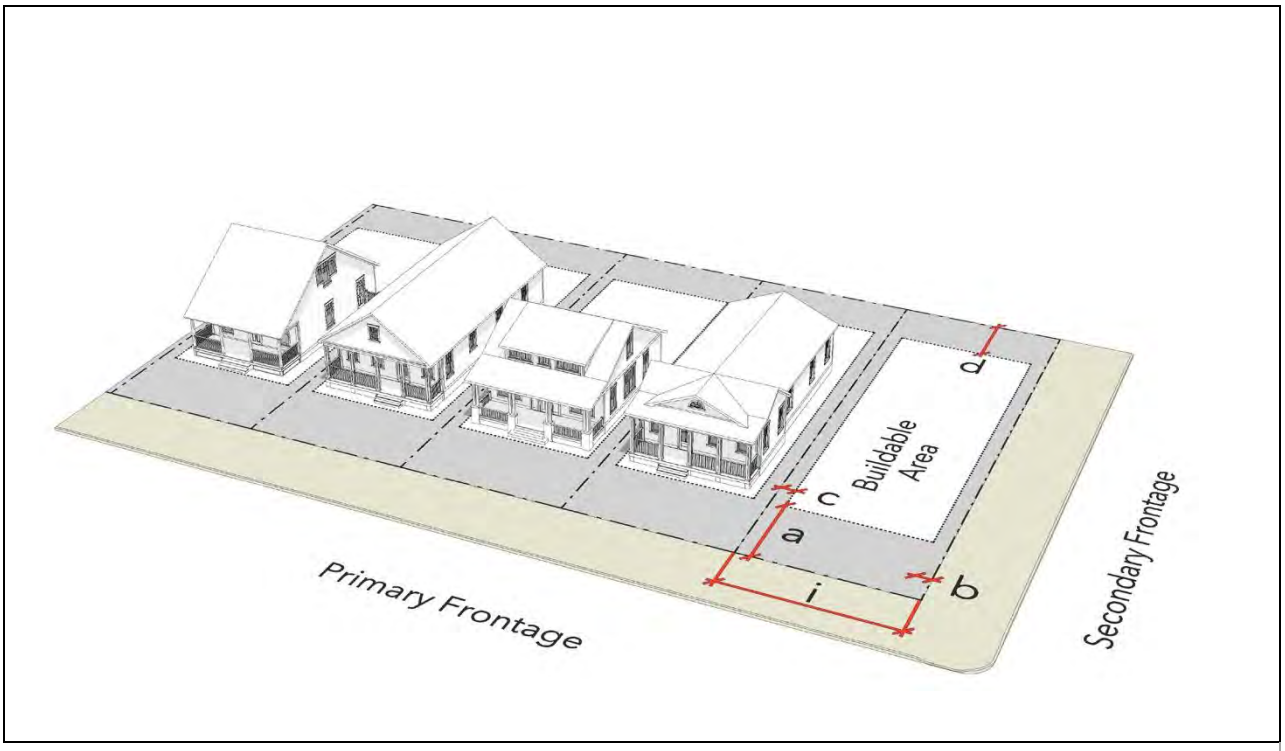
1. Front setbacks in R-1AAA, R-1AA, and R-1A shall not be less than the average setback of all frontage yards (front and exterior side yards) located on either side of the block face, up to the minimum front setback defined in Form Standards in Tables 12-2-25.3 and 12-2-25.5. In cases where no other dwellings exist within the block, the front setback shall be no less than the front setback defined in Form Standards in Tables 12-2-25.3 and 12-2-25.5.

2. Each single-family attached dwelling unit shall be located on its own lot. If a development requires subdivision procedures it shall be subject to and must comply with subdivision regulations as set forth in Chapter 12-8.

3. Where lot occupation and setback standards differ from the Dense Business Area (DBA), as defined in

Chapter 12-14 (definitions), the standards in the DBA shall prevail.

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



Setbacks - Principal Building (feet)		
a	Front	20 min.
b	Front, Secondary(4)	5 min.
c	Side (Interior) (4)	5 min.
d	Rear	30 min./ 20 min. (30' lots)
Frontage (min.)		
	Primary	45% / 40% (lots<42')
Lot Occupation		
i	Lot Width (3)	30 ft. min.
	Lot Coverage	50% max.
Building Height (max.)		
	Principal Building(1)	35 ft.
	Accessory Building(1)	24 ft.
Parking (min.)		
	Off-street (2)	1/unit

Setbacks - Accessory Building (feet)		
a	Front	50 min.
b	Front, Secondary(4)	5 min.
c	Side (Interior)	1 min.
d	Rear	3 min.

Frontage Yard Types	
Standard	Permitted
Shallow	Not Permitted
Urban	Not Permitted
Pedestrian Forecourt	Not Permitted
Vehicular Forecourt	Not Permitted
Facade Types	
Porch	Permitted
Stoop	Not Permitted
Common Entry	Not Permitted
Gallery	Not Permitted
Storefront	Not Permitted

Notes:

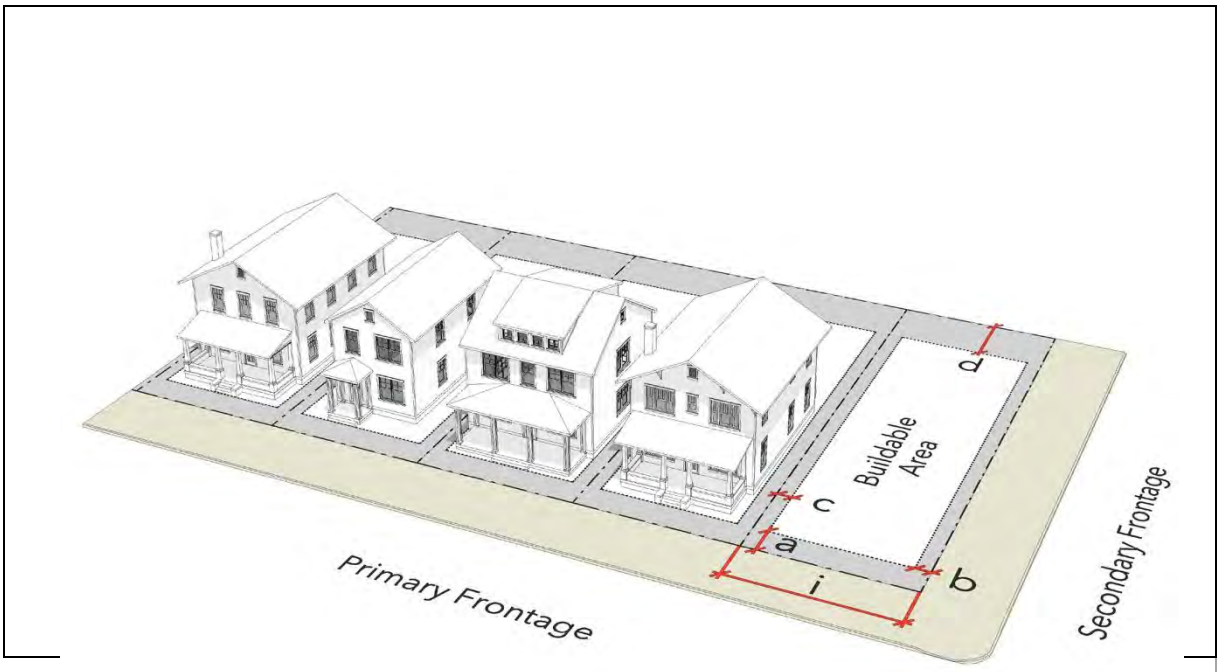
(1) Measured according to Section 12-2-25(G)(a)(c).

(2) See Section 12-2-25(G)(h)(b) for exceptions.

(3) Lot width shall only be measured from the right-of-way line. Lot width at the building setback line shall not apply.

(4) Minimum setback for thirty-foot (30') lots shall be three (3) feet measured from the finished wall or the minimum setback required per applicable Florida Building Code.

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



Setbacks - Principal Building (feet)		
a	Front	8 min. / 20 max.
b	Front, Secondary(4)	5 min.
c	Side (Interior) (4)	5 min.
d	Rear	25 min./20 min. (30' lots)
Frontage (min.)		
	Primary	45% / 40% (lots<42')
Lot Occupation		
i	Lot Width (3)	30 ft. min.
	Lot Coverage	50% max.
Building Height (max.)		
	Principal Building(1)	35 ft.
	Accessory Building(1)	24 ft.
Parking (min.)		
	Off-street (2)	1/unit

Setbacks - Accessory Building (feet)		
a	Front	50 min.
b	Front, Secondary(4)	5 min.
c	Side (Interior)	1 min.
d	Rear	3 min.

Frontage Yard Types	
Standard	Permitted
Shallow	Permitted
Urban	Not Permitted
Pedestrian Forecourt	Not Permitted
Vehicular Forecourt	Not Permitted
Facade Types	
Porch	Permitted
Stoop	Not Permitted
Common Entry	Not Permitted
Gallery	Not Permitted
Storefront	Not Permitted

Notes:

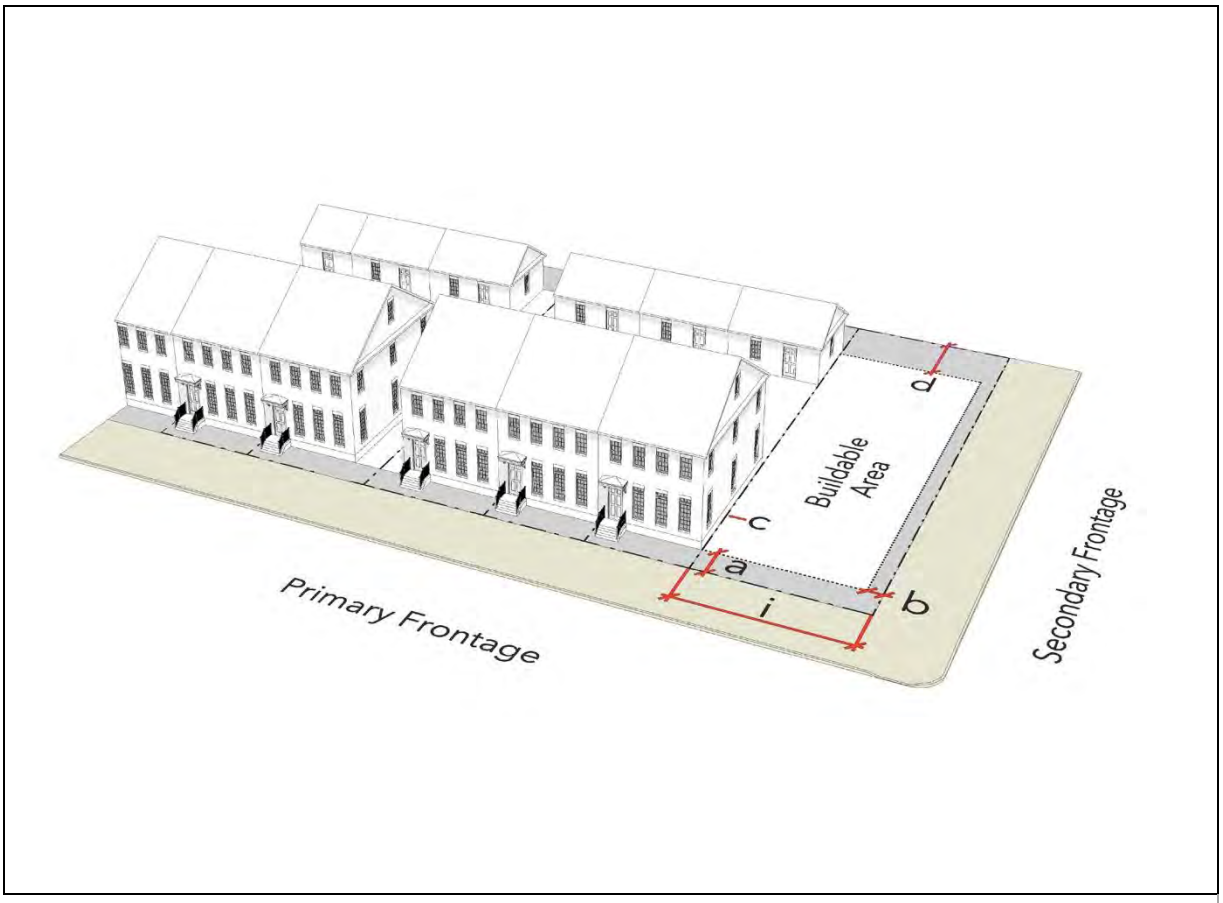
(1) Measured according to Section 12-2-25(G)(a)(c).

(2) See Section 12-2-25(G)(h)(b) for exceptions.

(3) Lot width shall only be measured from the right-of-way line. Lot width at the building setback line shall not apply.

(4) Minimum setback for thirty-foot (30') lots shall be three (3) feet measured from the finished wall or the minimum setback required per applicable Florida Building Code.

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



Setbacks - Principal Building (feet)		
a	Front	8 min.
b	Front, Secondary	5 min.
c	Side (Interior) (1)	0 or 5 min.
d	Rear	25 min.
Frontage (min.)		
	Primary	80%
Lot Occupation		
i	Lot Width	16 ft. min.
	Lot Coverage	75% max.
Building Height (max.)		
	Principal Building(2)	45 feet
	Accessory Building(2)	24 feet
Parking (min.)		
Off-street		1/unit

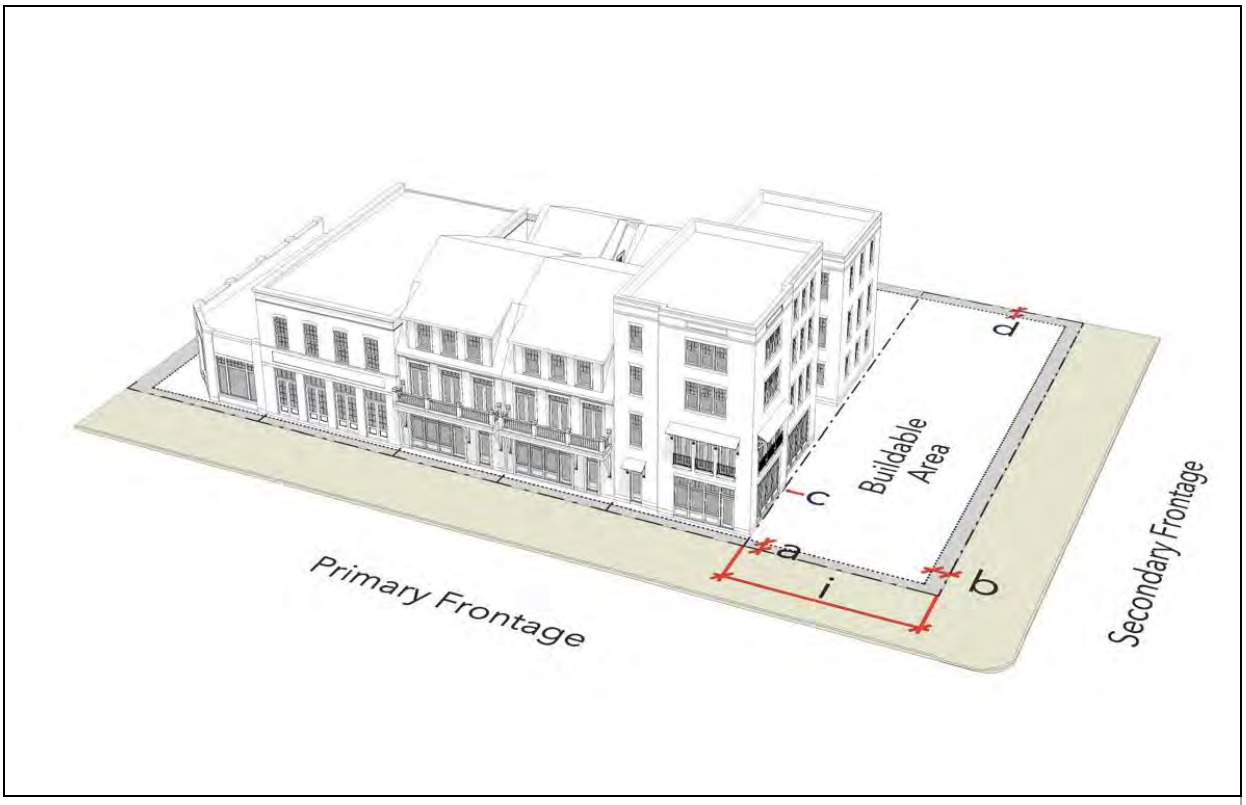
Setbacks - Accessory Building (feet)		
a	Front	50 min.
b	Front, Secondary	5 min.
c	Side (Interior)	1 min.
d	Rear	3 min.
Frontage Yard Types		
Standard		Not Permitted
Shallow		Permitted
Urban		Not Permitted
Pedestrian Forecourt		Not Permitted
Vehicular Forecourt		Not Permitted
Facade Types		
Porch		Permitted
Stoop		Permitted
Common Entry		Not Permitted
Gallery		Not Permitted
Storefront		Not Permitted

Notes:

(1) Mid-block units shall have a minimum 10 foot separation from each other.

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

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



Setbacks - Principal Building (feet)		
a	Front (Com./Res.) (1)	5 max. / 15 max.
b	Front, Secondary (Com./Res.)	5 max. / 15 max.
c	Side (Interior)	0 or 5 min.
d	Rear	none
Frontage (min.)		
	Primary	80%
Lot Occupation		
i	Lot Width	16 ft. min.
	Lot Coverage	75% max.
Building Height (max.)		
	Principal Building (2)	4 stories
	Accessory Building	N/A
Off-street Parking (min.)		
Residential		1/unit
Commercial		Per Sec. 12-2-25(G)(h)

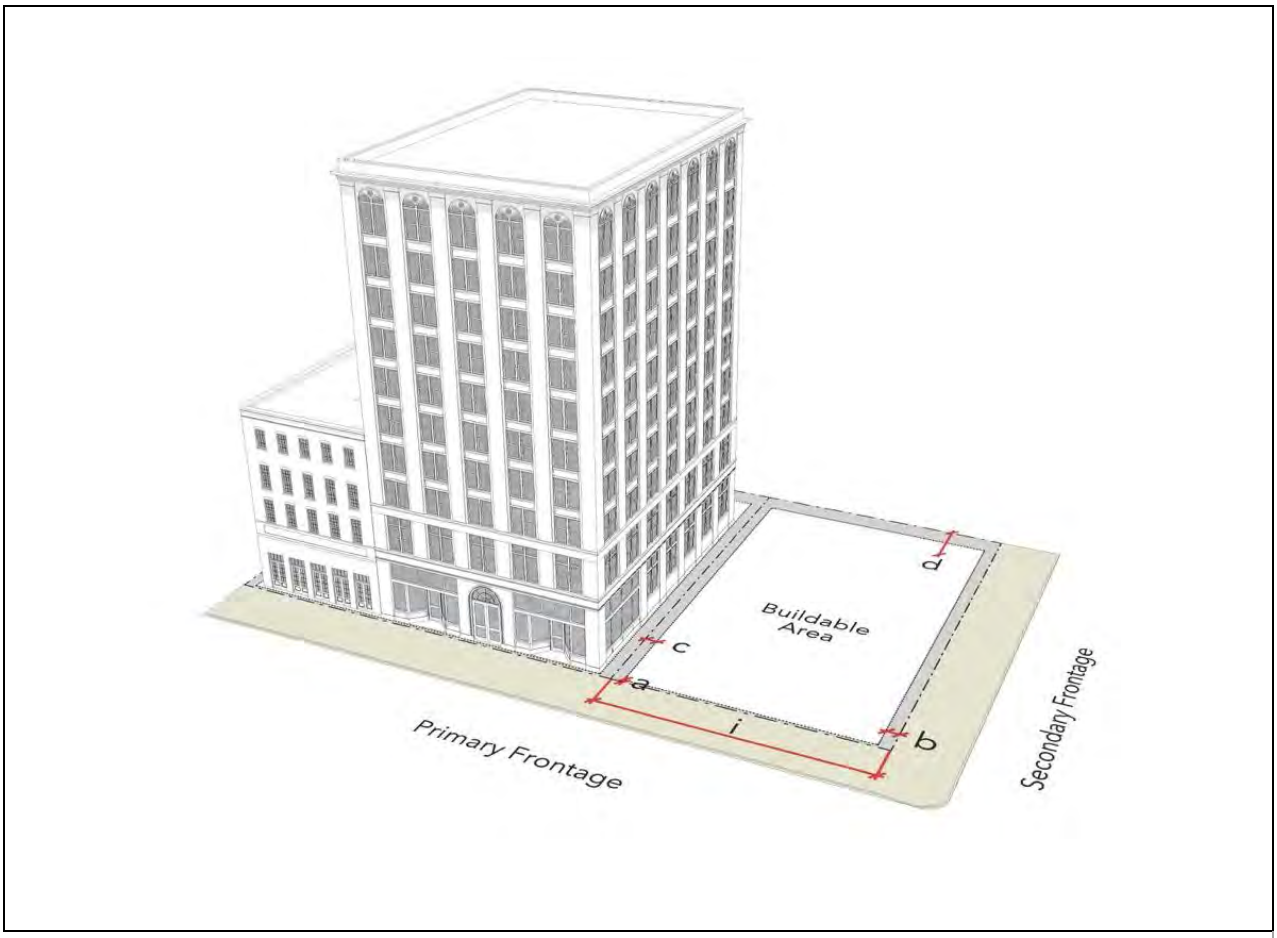
Setbacks - Accessory Building (feet)	
Front	N/A
Front, Secondary	N/A
Side (Interior)	N/A
Rear	N/A
Frontage Yard Types	
Standard	Not Permitted
Shallow	Permitted
Urban	Permitted
Pedestrian Forecourt	Permitted
Vehicular Forecourt	Permitted
Facade Types	
Porch	Not Permitted
Stoop	Permitted
Common Entry	Permitted
Gallery	Permitted
Storefront	Permitted

Notes:

(1) Lots within the Dense Business Area shall be permitted the lesser front setback.

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

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



Setbacks - Principal Building (feet)		
a	Front (Com./Res) (1)	5 max. / 15 max.
b	Front, Secondary (Com./Res)	5 max. / 15 max.
c	Side (Interior)	0 or 5 min.
d	Rear	none
Frontage (min.)		
	Primary	80.0%
Lot Occupation		
i	Lot Width	16 ft. min.
	Lot Coverage	100% max.
Building Height (max.)		
	Principal Building(2)	10 stories
	Accessory Building	N/A
Off-street Parking (min.)		
Residential		1/unit
Commercial		Per Sec. 12-2-25(G)(h)

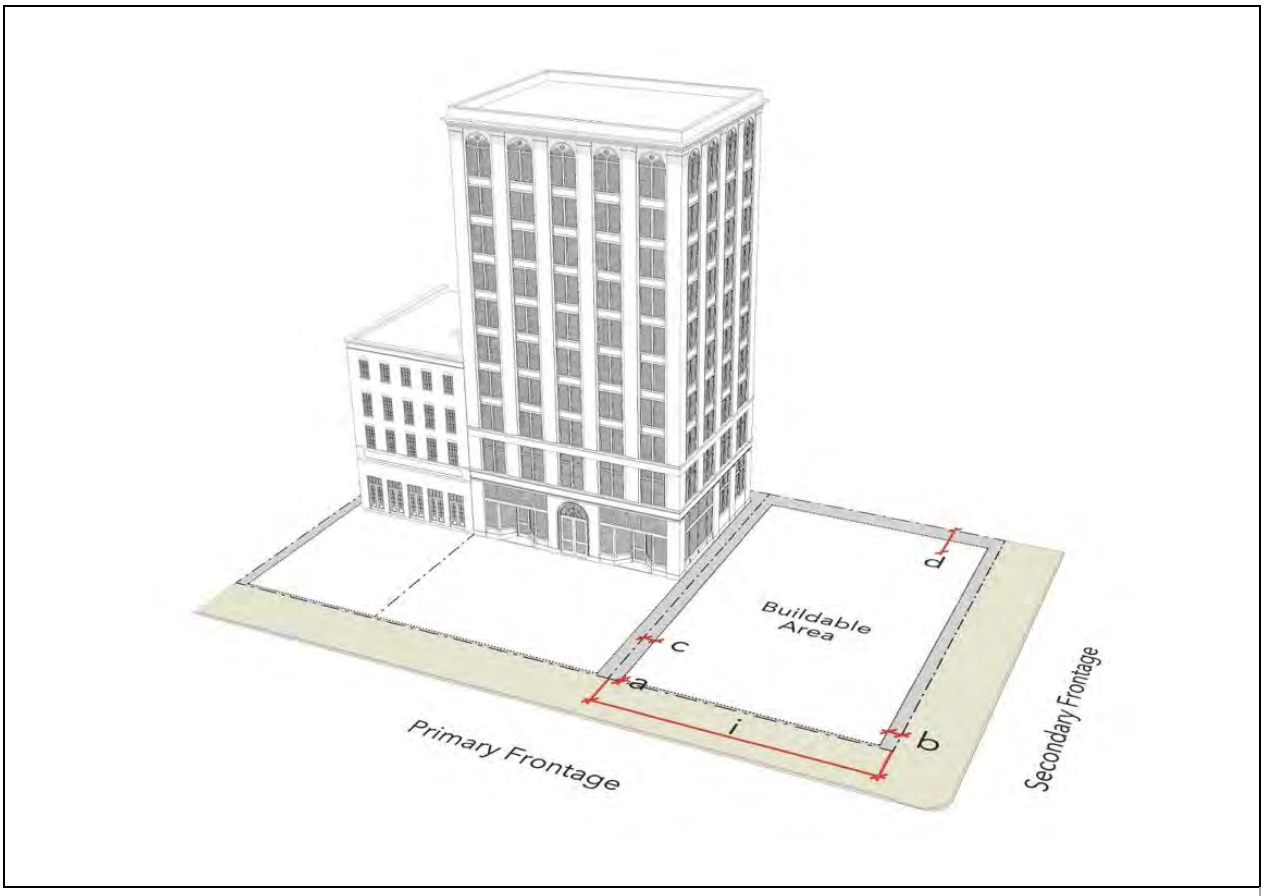
Setbacks - Accessory Building (feet)	
Front	N/A
Front, Secondary	N/A
Side (Interior)	N/A
Rear	N/A
Frontage Yard Types	
Standard	Not Permitted
Shallow	Permitted
Urban	Permitted
Pedestrian Forecourt	Permitted
Vehicular Forecourt	Permitted
Facade Types	
Porch	Not Permitted
Stoop	Not Permitted
Common Entry	Permitted
Gallery	Permitted
Storefront	Permitted

Notes:

(1) Lots within the Dense Business Area shall be permitted the lesser front setback.

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

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



Setbacks - Principal Building (feet)		
a	Front	60 max.
b	Front, Secondary	40 max.
c	Side (Interior)	0 or 5 min.
d	Rear	none
Frontage (min.)		
	Primary	60%

Lot Occupation		
i	Lot Width	16 ft. min.
	Lot Coverage	100% max.
Building Height (max.)		
	Principal Building (1)	10 stories
	Accessory Building	N/A
Off-street Parking (min.)		
Residential		1/unit
Commercial		Per Sec. 12-2-25(G)(h)

Setbacks - Accessory Building (feet)	
Front	N/A
Front, Secondary	N/A
Side (Interior)	N/A
Rear	N/A
Frontage Yard Types	
Standard	Not Permitted
Shallow	Permitted
Urban	Permitted
Pedestrian Forecourt	Permitted
Vehicular Forecourt	Permitted
Facade Types	
Porch	Not Permitted
Stoop	Not Permitted
Common Entry	Permitted
Gallery	Permitted
Storefront	Permitted

Notes:

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

(e) *Frontage Types.*

(a) *Intent.* New buildings proposed for existing neighborhoods should be compatible with or complement the architectural character and siting pattern of neighboring buildings. Maintaining a consistent street-wall is a fundamental component for a vibrant pedestrian life and a well-defined public realm. Buildings closely aligned to the street edge with consistent setbacks, provide a clear sense of enclosure of streets, enabling them to function as pedestrian-scaled outdoor rooms. The placement of buildings along the edge of the sidewalk should be given particular attention as it is that portion of the buildings that is the primary contributor to pedestrian activity.

(b) Frontage yard type shall be selected and specified along frontages in accordance with the Frontage Yard Types in Table 12-2-25.9, and subject to the standards and guidelines in this Section, including the Form Standards in Tables 12-2-25.3 to 12-2-25.8.

(c) In addition to the frontage yard type standards contained within Table 12-2-25.9, the following shall be required:

1. Frontage yards shall be wholly open to the sky and unobstructed, except for trees, roof projections, and permitted encroachments attached to principal buildings and/or accessory buildings.

2. Impervious surfaces and walkways in frontage yards shall be subject to the following requirements:

   a. Where single family attached units occupy a common site, each attached single-family unit with an entrance towards a frontage shall have a walkway connecting the sidewalk to the attached single-family entrance. See Table 12-2-25.9.A (Frontage Yard Types – Shallow Yard) for an illustration depicting single family attached walkway connections.

   b. At cluster courts, the shared court shall have a walkway connecting the sidewalk at the primary frontage with building entries. See Table 12-2-25.9.B (Frontage Yard Types – Cluster Court) for an illustration depicting cluster court walkway connections.

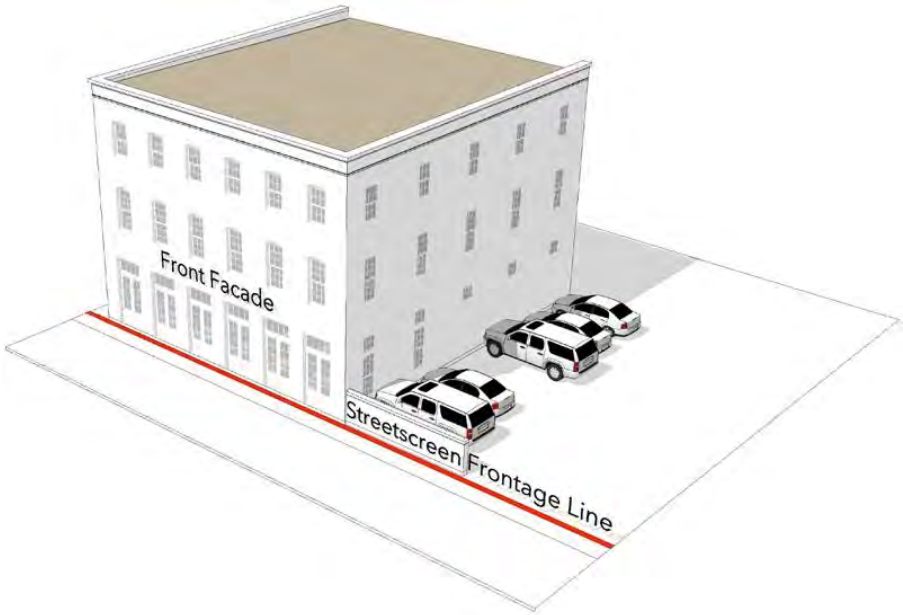
3. In R-NC, R-NCB, R-2, C-1, C-2, C-2A, and C-3, any portion of a frontage not occupied by buildings,

driveways, or walkways shall be lined with a streetscreen as follows:

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

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

Illustration 12-2-25.6 – Streetscreen Illustrated



4. Street trees and landscaping in frontage yards shall comply with the requirements of Sec. 12-2-25(H).

5. Stormwater ponds shall be prohibited along frontages.

6. Frontage yard setbacks shall be as follows:

   a. Buildings shall be set back in accordance with the Form Standards specified in Tables 12-2-25.3 to 12-2-25.8.

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

Table 12-2-25.9 – Frontage Yard Types

A. Standard Yard (Fenced or not)	
Illustration	
Surface	50% minimum shall be pervious material. A minimum of one (1) tree is required per Section 12-2-25(F)(A). Paving is limited to walkways, and driveways.
Walkways	One (1) per frontage connecting the sidewalk at the primary frontage with building entries.
Fencing	Permitted along frontage lines, and according to Section 12-2-25(E)(H).

B. Cluster Court	
Illustration	
Surface	A minimum 50% of the court shall be landscaped with ground cover, trees, or understory trees. Paving is limited to walkways, and driveways.
Walkways	Court shall be a minimum 20 feet wide and a min. 1,000 sq.ft. in size, and shall have a walkway connecting the sidewalk at the primary frontage with building entries.
Fencing	Permitted except along street frontages, fronted by a shared court, according to Section 12-2-25(E)(H).

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

D. Urban Yard	
Illustration	
Surface	Shall be paved at sidewalk grade.
Walkways	Shall be paved at sidewalk grade. Vegetation is permitted in raised containers.
Fencing	Not permitted

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

F. Vehicular Forecourt	
Illustration	
Surface	Driveway shall be paved at sidewalk grade. The remainder of front setback may be paved or landscaped.
Fencing	Low wall, maximum 24 inches high, of either brick, or stone is permitted.
Area	Forecourt: 4,200 sq.ft. maximum
Activation	Shall be lined with habitable space on 3-sides, or on 2-sides at corner sites.

(f) *Building Elements.*

(a) *Intent.* Buildings should be architecturally articulated with such elements as distinguishing expression lines, changes in fenestration, material and/or color and designed in proportions that reflect human-scaled pedestrian movement to encourage interest at the street level.

(b) *Façade Types.* Façade Types shall be as follows:

1. Porches, stoops, common entries, galleries and storefronts shall constitute allowable Façade Types as defined in Table 12-2-25.10 in accordance with the Form Standards in Tables 12-2-25.3 to 12-2-25.8.

2. Façade Types shall be selected and specified along frontages in accordance with Table 12-2-25.10.

   a. Porches shall not be required for single family detached and two family (duplex).

3. Projections into setbacks shall be permitted as follows:

   a. Roof overhangs, cornices, window and door surrounds and other facade decoration may project up to two (2) feet.

   b. Where permitted, shading devices may project into the front setback up to the property line with a minimum eight (8) foot clearance.

   c. Balconies may project up to three (3) feet.

   d. Bay windows may project up to three (3) feet.

   e. Porches and stoops may project in accordance with the Façade Types defined in Table 12-2-25.10.

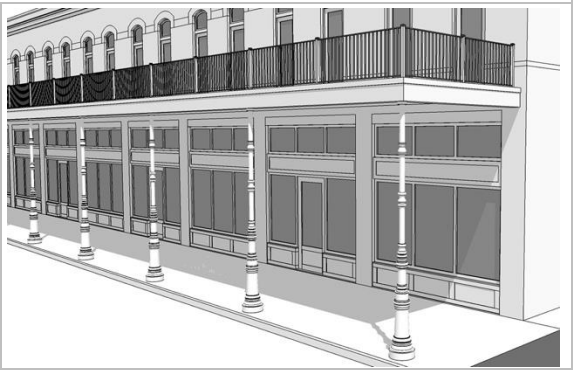
   f. Projections shall not, in any instance, exceed beyond the property line.

Table 12-2-25.10 – Façade Types

A: Porch		
Entry Grade	Minimum 18 inches above average finished grade	
Requirements	• Required at the primary building entrance. • Porches shall be a minimum 6 feet in depth. • Porches and related structures may project into front setbacks a maximum 10 feet. • Porch openings shall be vertical in proportion. • Porches shall be a maximum 10 feet in height. Columns shall have a minimum diameter of six (6) inches, and should have a capital and a base.	

B: Stoop		
Entry Grade	Minimum 34 inches above average finished grade	
Requirements	• A stoop is required at building entrances, projecting from the facade. • Wood is prohibited for stoop railings. • Stoops and related structures may project into front setbacks up to 100%.	

C: Common Entry		
Entry Grade	Minimum 18 inches and a maximum 24 inches above average finished grade	
Requirements	• A single collective entry to a multi-family lobby is required at the primary building entrance. • Canopies and awnings are permitted to project into front setbacks up to 100% of their depth.	

D: Gallery		
Entry Grade	At average sidewalk grade	
Requirements	• Where a gallery occurs, it is required along a minimum of 80% of the frontage. • Encroachments are permitted according to Section 12-2-25(E)(G). • Awnings are not permitted in galleries.	

E: Storefront		
Entry Grade	At average sidewalk grade	
Requirements	• A storefront is required at the primary entrance of the tenant space. Storefronts are permitted according to Section 12-2-25(G)(f)(d).	

(c) *Building Entries.* Building entries shall be as follows:

1. Building entrances shall be clearly visible from the street.
2. One (1) building entry shall be provided every eighty (80) feet of facade leading to a habitable space.
3. Building entries for mixed use buildings shall differentiate entrances for residential and commercial uses.
4. Entries for multi-family buildings shall provide protection from the elements with canopies, marquees, recesses or roof overhangs.
5. Residential building entries shall be restricted as follows:
   a. Single family and multi-family residential buildings shall be raised above average finished grade, at the front property line, according to Façade Types defined in Table 12-2-25.10.
   b. In no instance shall single-family and multi-family residential building entries be raised less than eighteen (18) inches above average finished grade.
   c. Entry grade shall be measured from the average finished grade to the first finished floor.
6. Mixed-use and commercial building entries shall be at average sidewalk grade.

(d) *Storefronts.*

1. Intent. Storefronts should be architecturally articulated through the varied use of high-quality durable materials, display windows, entrances, awnings and buildings signs. Their signage, glazing and doors should be conceived as a unified design. High quality, durable materials are especially important at street level within reach of pedestrians.
2. Storefronts shall provide a minimum of 70% glazing (void to solid ratio of surface area along principal facades at the ground level).
3. Extruded aluminum storefront frames are discouraged, and where used, shall present a simple, relatively flat profile to avoid heavily extruded profiles.

4. Opaque, smoked, and reflective glass on storefront windows shall be prohibited. Low-E shall be permitted as per Florida Building Code.

5. Materials for storefronts shall consist of stone, brick, concrete, stucco, metal, glass, cementitious siding and/or wood. Construction detail and finish shall adhere to craftsman standards.

6. Outdoor dining areas on sidewalks and/or within the public right-of-way shall be permitted subject to the following standards:

   a. Outdoor dining areas shall be separated from public walkways and streets using railings, fences, bollards, planters, and/or landscaping.

   b. A minimum unobstructed pedestrian path of at least six (6) feet wide shall be provided along public right-of-ways.

   c. Outdoor dining areas within the public right-of-way shall comply with Sec. 12-12-7 (license to use).

(g) *Building Encroachments.*

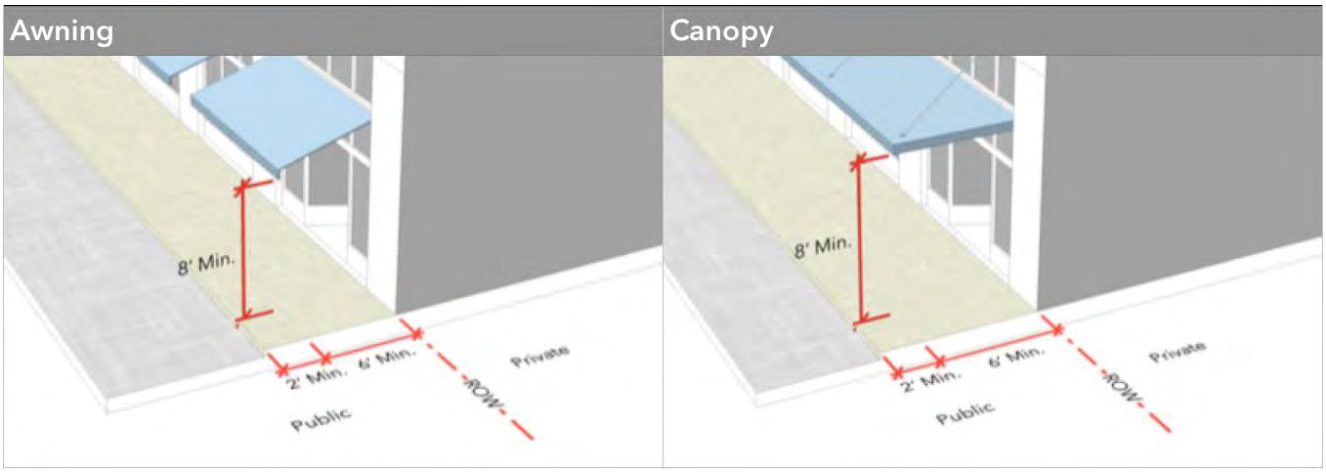
(a) Encroachments located within the public right-of-way shall comply with Sec. 12-12-7 (license to use), Sec. 12-2-35 (visibility triangle) and any clearance standards established by the Engineering Division of the City of Pensacola Public Works and Facilities Department and the Florida Greenbook.

(b) Awnings for storefronts and canopies are not subject to Sec. 12-12-7 (license to use) but shall be restricted as follows:

1. Awning and canopies may project into the public right-of-way, up to a maximum of two (2) feet from the curb.

2. Awnings and canopies shall be a minimum of six (6) feet in depth and have a minimum of eight (8) feet of vertical clearance. See Illustration 12-2-25.7 for a depiction of awning and canopy encroachment measurements.

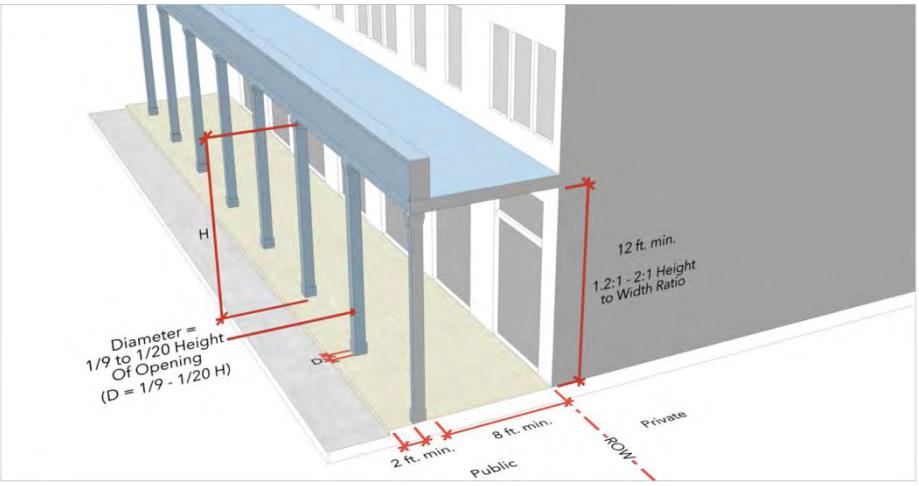
Illustration 12-2-25.7 – Awning and Canopy Encroachment Measurements



(c) Galleries shall be restricted as follows:

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

Illustration 12-2-25.8 - Gallery Encroachments



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

(a) Intent. The intent of these standards is to guide the placement and design of parking, when it is provided. Vehicular parking spaces should be carefully integrated to avoid the negative impacts of large surface parking areas on the pedestrian environment. In general, parking supply should be shared by multiple users and property owners to facilitate the ability to "park once and walk". On-street parallel parking is encouraged on both sides of the street to provide a supply of convenient shared parking, and as a means to provide a protective buffer for pedestrians on the sidewalk. Where surface parking is permitted, it should be hidden or screened from the pedestrian realm by use of garden walls and narrow landscape edges. Parking garages, where provided, should be masked from frontages by liner buildings no less than 24 feet in depth. They are encouraged to be designed for possible future conversion to other non-parking functions, including office, residential and/or commercial use.

(b) All parking access and design shall comply with the Form Standards in Tables 12-2-25.3 to 12-2-25.8 and the following:

1. Parking standards in the Dense Business Area (DBA) defined in Chapter 12-14 (definitions) shall take precedence over the Form Standards in Tables 12-2-25.3 to 12-2-25.8 and those included in this subsection.

2. Minimum parking requirements are as follows:

   a. Parking requirements shall be in accordance with Sec. 12-3-1(B) (parking requirements for specific land uses) with the following exception:

      (1) Off-street parking requirements for residential use types shall be one (1) space per unit unless otherwise exempted.

   b. Shared parking shall be according to Sec. 12-3-1(D) (off-site parking).

   c. Parking reductions shall be calculated according to Table 12.3-1 (Downtown Pensacola CRA Parking Reductions).

   d. Lots thirty (30) feet or less in width shall not be subject to minimum parking requirements, except for:

      (1) Lots fronting streets where on-street parking is not permitted.

   e. Lots less than forty-two (42) feet wide shall be accessed from a rear lane, where possible. Where not possible, the following exceptions shall be permitted, in coordination with the Engineering Division of the City of Pensacola Public Works and Facilities Department:

      (1) Parking in the rear of the lot, subject to accessory structure setbacks as defined within the Form Standards in Tables 12-2-25.3 to 12-2-25.8. Shared driveways are encouraged.

      (2) A single-car garage, subject to the minimum frontage occupation requirements defined within the Form Standards in Tables 12-2-25.3 to 12-2-25.8.

      (3) Driveways shall be exempt from minimum width and spacing requirements defined in Sec. 12-2-25(I)(b)(d).

   f. Lots shall be accessed through a rear lane when the development is over 75% of the block.

3. Vehicular parking location is restricted as follows:

   a. Single family residential types.

      (1) Residential off-street parking, where required, shall be provided within garages,

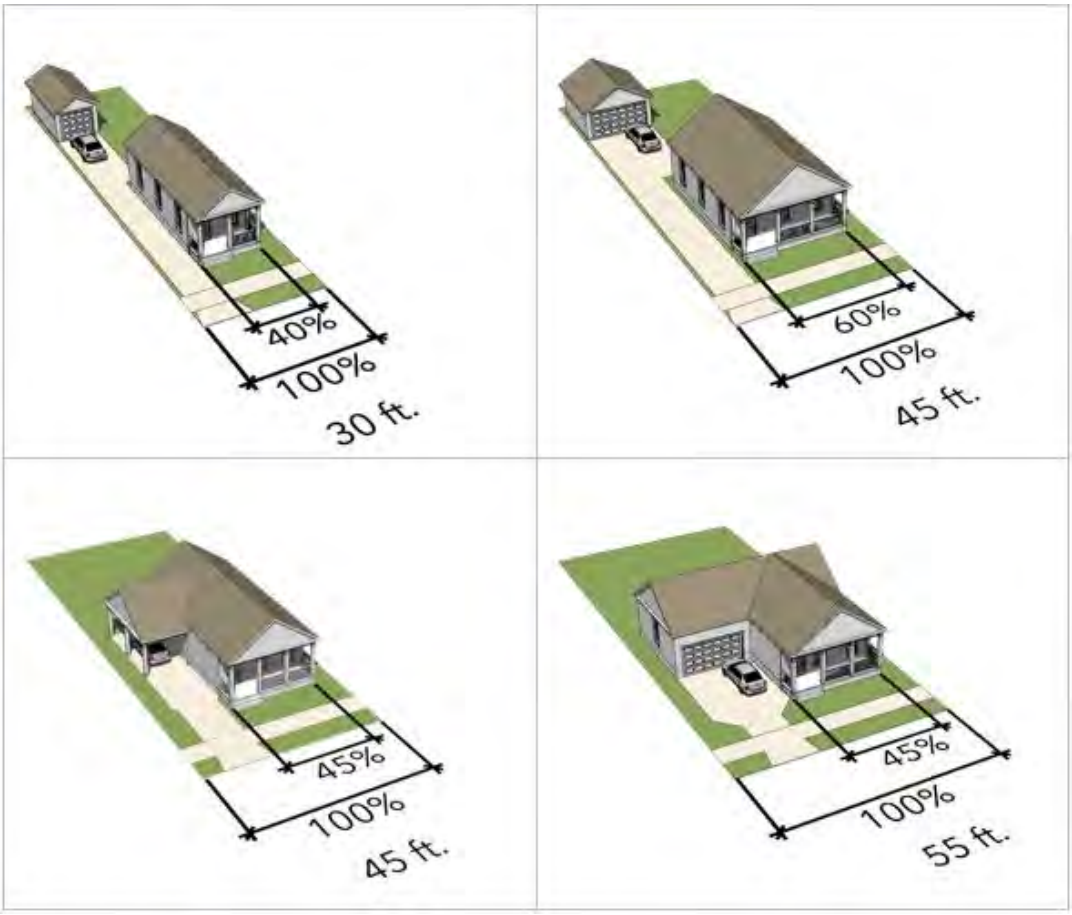
carports or on driveways for all single family residential types.

(2) Uncovered parking shall be permitted the entire length of the driveway, including within the front setback, but not beyond the property line.

(3) *Single-family detached and two-family (duplex) Off-street Parking.*

a. Covered or garage parking for single-family detached and two-family (duplex) buildings shall be setback a minimum twenty (20) feet behind the principal building façade. See Illustration 12-2-25.9 for a depiction of covered parking placement for single family detached and two-family attached (duplex) buildings.

Illustration 12-2-25.9 – Garage Locations Illustrated



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

Illustration 12-2-25.10 – Driveway Locations Illustrated

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

(5) Tandem parking is encouraged.

(6) Shared driveways are encouraged.

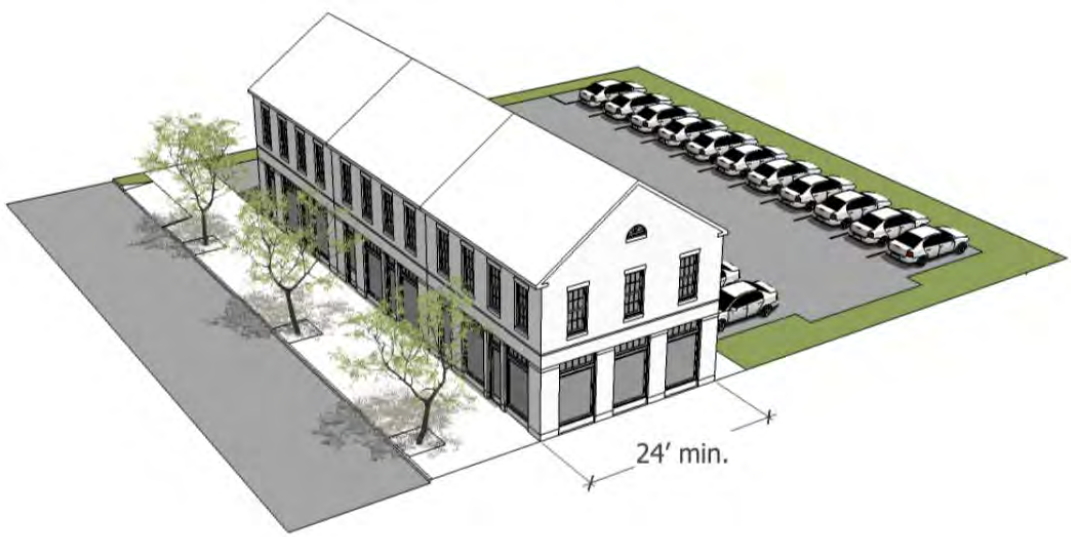
b. Multi-family, mixed use and non-residential types.

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

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

(2) Off-street parking shall be masked from frontages by liner buildings no less than 24 feet in depth. See Illustration 12-2-25.11 depicting off-street parking lot masking with liner buildings.

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



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

4. Bicycle parking.

a. Minimum bicycle parking requirements shall be as follows:

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

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

Table 12-2-25.11 - Minimum Required Bicycle Parking

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

**Excluding C3C Context Zones.*

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

b. Bicycle parking configuration shall be as follows:

(1) Bicycle racks shall not be located within:

a. Five (5) feet of fire hydrants.

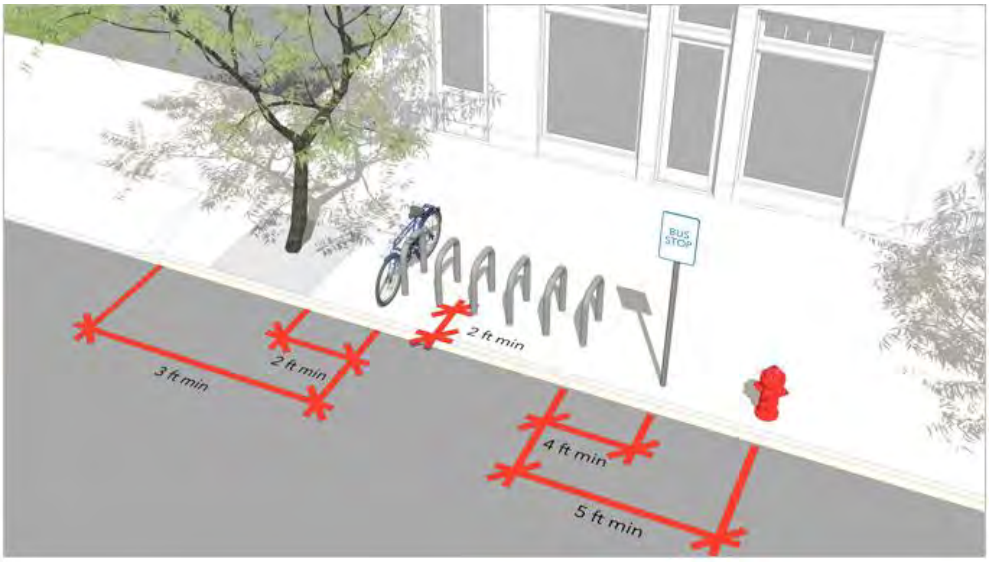
b. Four (4) feet of loading zones and bus stop markers

c. Three (3) feet of driveways and manholes

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

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

Illustration 12-2-25.12 – Bicycle Rack Clearances



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

(1) Bicycle racks installed parallel to curbs shall be set back from the curb a minimum of two (2) feet, as illustrated in Illustration 12-2-25.11.

(2) Bicycle racks installed perpendicular to curbs shall allow for a minimum clearance of two (2) feet at the curb and six (6) feet of pedestrian way with a 56 cm or 22 in bicycle properly locked to the rack.

(3) Bicycle racks should be spaced a minimum of 36 inches apart.

(4) Bicycle racks shall allow bicycle frames to be locked at two points of contact with the rack.

(i) *Fences and walls.*

(a) Where provided, fences and walls shall provide full enclosure.

(b) Fences and walls shall be restricted according to Frontage Yard Types in Table 12-2-25.9 and Sec. 12-2-35 (visibility triangles).

(c) Height of fences and walls shall comply with the following:

1. Height shall be limited to a minimum 30 inches and a maximum 42 inches within the front setback.
2. Height shall be limited to eight (8) feet behind the building face at non-frontages.

(d) Materials for fences and walls shall be limited as follows:

1. Approved materials shall include, but are not limited to wood, brick, stone, and wrought iron.
2. Vinyl is discouraged on all frontages.
3. Chain-link, exposed concrete block, barbed-wire and razor wire shall be prohibited.
4. Wood fences shall have the finished side to the public frontage.
5. Where hedges are utilized along frontages, they shall be maintained in accordance with Sec. 12-2-25(H)(b)5.

(j) *Windows and Glazing.*

(a) Windows shall meet the following requirements:

1. Windows on frontages shall be square or vertical in proportion, with the exception of transoms and special windows.
2. Windows should have muntins for residential building types, which should be vertical in proportion.
3. Single panes of glass shall not exceed 20 square feet for residential building types.

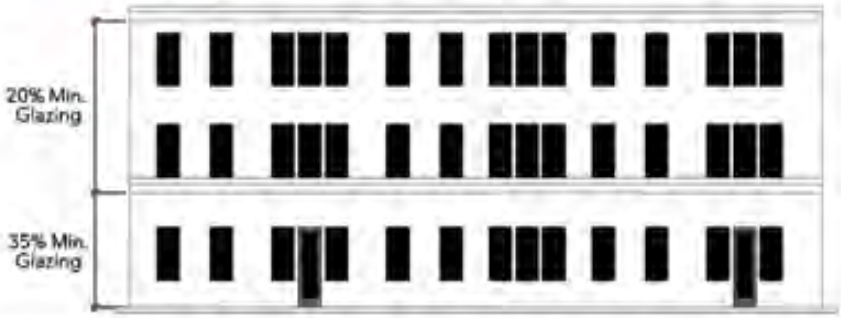
(b) Glazing shall meet the following requirements:

1. Storefront glazing requirements shall be according to Table 12-2-25.12.
2. For residential and mixed use buildings, excluding commercial uses at grade, the percentage of glazed wall area shall be a minimum 20%.
3. Reflective and tinted windows shall be prohibited for residential buildings.
4. Stained, reflective and tinted windows shall be prohibited at ground floor commercial uses. Low-E is permitted as per Florida Building Code.

Table 12-2-25.12 – Glazing Requirements

Residential	
At & Above Grade	Minimum 20% along frontages

Multi-Family & Office	
Above Grade	Minimum 20% along frontages
At Grade	Minimum 35% along frontages



Mixed-use	
Above Grade	Minimum 20% along frontages
At Grade	Minimum 70% along frontages

(k) *Lighting on Private Property*

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

(H) Landscape Standards and Guidelines.

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

(b) *Landscape on Private Property.*

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

1. For single-family detached and two-family lots, one tree for every lot or for every 50 feet of linear frontage along the right-of-way shall be preserved or planted. Trees planted to meet this requirement shall be as follows:

   a. Measured at diameter breast height (DBH), as described in Sec. 12-6-2(E)(DBH).

   b. For lots with a front setback of less than eight (8) feet where planting in front yards is not possible, required trees shall be planted elsewhere on the block itself.

2. Ground vegetation or shrub plantings with spines, thorns, or needles that may present hazards to pedestrians, bicyclists, or vehicles shall be maintained a minimum distance of two (2) feet from the edge of walkways and sidewalks.

3. In single-family detached and two-family lots, trees shall be protected in accordance with Section 12-2-10(A)(5)(b) (protection of trees).

4. When off-street parking is located in front or side setbacks, a year-round streetscreen along the street edge(s) of the parking lot shall be installed as a means of buffering, according to Sec. 12-6-3(B) (off-street parking and vehicle use areas).

5. Hedges planted along street right-of-ways shall be between three (3) and five (5) feet in height at maturity.

(b) Minimum landscape area requirements of the development site for all building types except single family detached and two-family attached (duplex) shall be according to Table 12-2-25.13. Landscape requirements for single family detached and two-family attached shall be in accordance with Sec. 12-2-25(H)(b)(a) and Table 12-2-25.9, Frontage Types.

Table 12-2-25.13 - Minimum Landscape Area Requirements

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

(c) *Buffer Yards.*

(a) In addition to the buffer yard requirements of Sec. 12-2-32 the following shall apply:

1. Berms shall not be installed as part of a required buffer without review and approval by the Engineering Division of the City of Pensacola Public Works and Facilities Department to ensure a proposed berm will not have a detrimental effect on adjacent properties by impeding or diverting stormwater flow.

2. Berms shall be planted and stabilized to prevent erosion.

3. Buffer yards may be used to create rain gardens or other stormwater facilities with the selection of appropriate plant material, according to the City's approved plant list and approval by the a Engineering Division of the City's Public Works and Facilities Department.

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

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

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

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

(a) Street trees shall be provided in the public right-of-way for all developments except single family detached and two-family (duplex), in accordance with Sec. 11-4-88 (placement of trees and poles), Sec. 12-6-3 (landscaping requirements) and this subsection.

(b) Where street trees cannot reasonably be planted, payment in lieu of planting shall be made to a new and dedicated CRA tree planting fund, at the value established in Section 12-6-6(B)(5).

(c) Street tree planting, and maintenance requirements shall be as follows:

1. For each lot, one tree shall be provided on an average of thirty-five (35) linear feet of public right-of-way frontage, where no underground utility conflicts exist.

2. Where greenways exist, trees shall be required to be planted within the greenway. The following exceptions shall apply:

   a. Where no greenway exists or where the greenway is less than three (3) feet wide, between sidewalk and curb, required street trees shall be planted on the block.

   b. Where planting within the greenway is infeasible due to utility conflicts, required street trees shall be planted on the block

3. Trees planted three (3) feet or less from a public sidewalk shall have a minimum clearance of six feet and six inches (6’-6”) between the public walking surface and the lowest branches at planting.

4. Mature trees shall be maintained at a minimum clearance of eight (8) feet above the public walking surface.

5. Trees planted within the public right-of-way shall include a root barrier to prevent the shifting of sidewalks at maturity.

6. Installation of tree pits and grates within the public right-of-way shall be coordinated with the City of Pensacola Public Works and Facilities Department for style consistency. Installed tree pits and grates shall be maintained by the property owner in perpetuity.

7. Where possible, trees may be clustered together to share soil space.

(d) Tree selection shall be limited to those allowable plantings contained within the Tree Replant List specified in Appendix B (Tree Replant List). The following conditions shall apply:

1. Where overhead utilities occur, a tree with smaller size at maturity shall be selected.

(e) Tree selection and placement shall be coordinated with the Engineering Division of the City of Pensacola Public Works and Facilities Department and subject to Sec. 12-2-35 (visibility triangle) and Sec. 12-2-7 (license to use).

(f) Mixed-use and non-residential building types shall comply with the following:

1. Where galleries are not provided, street trees shall be planted, unless in conflict with underground utilities. Where there are overhead utilities, appropriate species from the Tree Replant List specified in Appendix B shall be selected.

2. Where a gallery is provided, and the greenway that occurs between the sidewalk and the back of curb is less than three (3) feet wide, no street trees shall be required.

3. Where a greenway at least three (3) feet wide occurs between the gallery and the back of curb, and no overhead or underground utilities prevent street tree installation, planting of a street tree shall be required.

4. Where paved surface occurs between the gallery and curb, installation of street trees in individual tree pits with tree grates, or linear planters with pervious pavers between several trees, shall be required.

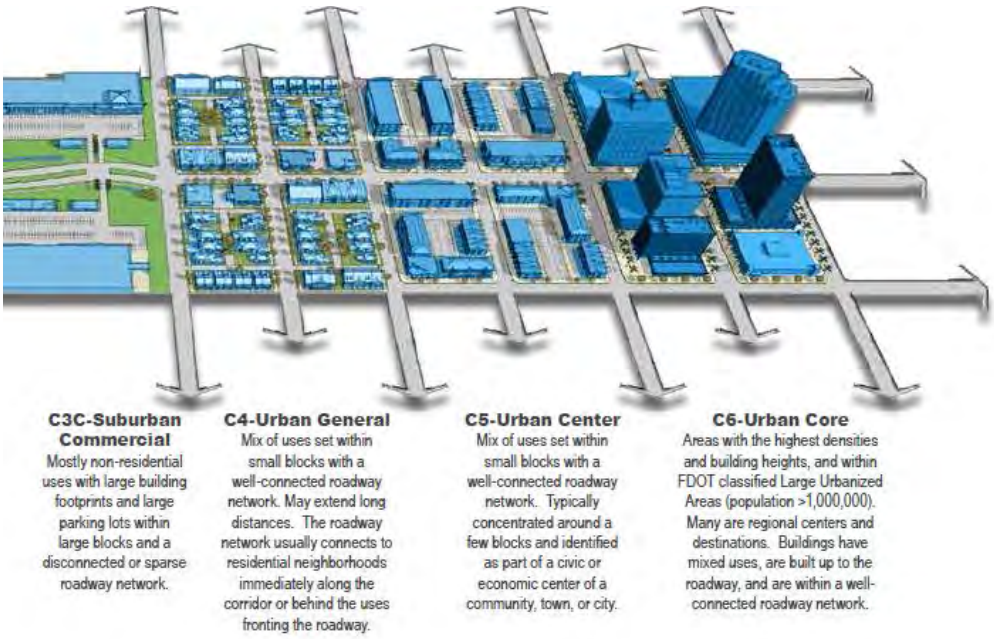
5. Where trees are planted in sidewalk planters, the minimum sidewalk planting pit dimensions shall be four feet by four feet (4’ x 4’).

(I) Thoroughfare Standards and Guidelines.

(a) Context Classification.

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

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



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

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

Context Classification (FDOT) Zone	Zoning District
C4 – Urban General	R-1AAA through R-2
C5 – Urban Center	R-NC through C-3
C3C – Suburban Commercial	C-3 adjacent to M-1 or M-2. *Limited to segments which abut such zoning districts.* M-1 M-2

(b) Street Design.

(a) Design of local streets shall be guided by the Florida Greenbook, Chapter 19 Traditional Neighborhood Design.

(b) Where a greenway of at least five (5) feet exists, driveway approaches and curb cuts shall not be permitted to interrupt the sidewalks.

(c) *Sidewalks.* Sidewalks shall be required on all street frontages in residential, nonresidential, commercial and industrial developments in accordance with standards established by the Engineering Division of the City's Public Works and Facilities and the Florida Greenbook.

(d) *Driveways and curb cuts.* Driveway, driveway approaches and curb cut requirements shall be as follows:

1. *Single-family residential types*. Driveway and curb cut widths for single-family residential types shall be according to Table 12-2-25.16.

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

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

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

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

Driveway Type	Minimum Width	Maximum Width
All	12 feet	24 feet

3. Driveway and curb cut spacing on a single property shall be a minimum of 42 feet with the following exception:
   a. Lots less than forty-two (42) feet wide shall be exempt from driveway spacing requirements.

(J) Definitions. [Definitions enumerated.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided

pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Passed: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00366 | City Council | 10/11/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - GABRIEL ESTATES

RECOMMENDATION:

That City Council conduct a quasi-judicial hearing on October 11, 2018 to consider approval of the final subdivision plat - Gabriel Estates.

HEARING REQUIRED: Quasi-Judicial

SUMMARY:

The City has received a request from Rebol-Battle and Associates for Final Plat approval for the parcel located at 5760 San Gabriel Drive. The applicant is proposing a detached single family development for the 0.53 acre site to be named Gabriel Estates Subdivision. This parcel is the former site of the Scenic Heights swimming pool. The proposed plat consists of 4 lots fronting on San Gabriel that vary in size with typical proposed lot size of .15 of an acre. Each of the lots meet the regulations required by the R-2 (Residential/Office) zoning district, including setback requirements. The southernmost lot (lot 1) has been parceled out separately in a 30 foot wide lot due to an existing utility easement of 30 feet.

The Final Plat has been routed through the various City departments and utility providers. The comments received to date have been provided as attachments. The developer has opted to pay into the park escrow in lieu of dedicating a park within the project.

On September 18, 2018, the City's Planning Board unanimously recommended approval of the Final Plat.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Section 12-8-6 of the City Code requires either the dedication of 5% of the gross area of a new subdivision for open space purposes or a fee equal to 5% of the gross area of the subdivision. The fee collected shall be held in escrow and used by the City for the purpose of acquiring parks and developing playgrounds. Upon City Council approval of the final subdivision plat, a fee in the amount of $3,562.50 will be paid to the City and will be placed in the Park Purchases Trust Fund for future playground developments.

CITY ATTORNEY REVIEW: Yes

9/28/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
Sherry Morris, AICP, Planning Services Administrator

ATTACHMENTS:

1) Subdivision Plat Application, Gabriel Estates, dated August 20, 2018
2) Final Subdivision Plat, Gabriel Estates, dated September 2018
3) Plat Boundary Survey, Gabriel Estates, July 17, 2018
4) September 18, 2018 Planning Board Minutes

PRESENTATION: Yes

SUBDIVISION PLAT

Please Check Application Type:

Minor Subdivision (< 4 lots)
[X] Preliminary & Final Plat Submission
Fee: $2,000.00

Subdivision (> 4 lots)
[ ] Preliminary Plat Submission
Fee: $1,000.00 + $25/lot

[ ] Final Plat Submission
Fee: $1,500.00 + $25/lot

[Resubmittal: ½ the initial fee; Rescheduling to Planning Board / City Council: $250.00]

Applicant Information

Name: Paul A. Battle, PE

Address: 2301 North Ninth Ave., Suite 300 Pensacola, FL 32503

Phone: (850) 488-0400

Fax:

Email: paulb@rebolr-battle.com

Owner Information (if different from applicant)

Name: Don Hendrix

Address: 2551 W. Kingsfield Rd Cantonment, FL 32533

Phone:

Fax:

Email:

Property Information

Location/Address: 5760 ~~Gal~~ San Gabriel Drive Pensacola, FL 32504

Subdivision Name: Gabriel Estates

# of Parcels to be Subdivided: 1 Parcel ID #(s): 11-15-29-1000-250-016

# of Existing Lots: 1 #of Proposed Lots: ~~3~~ 4 Total Acreage: 0.53

Legal Description: Please attach a full legal description from deed or survey

Type of Subdivision: X Residential* ____ Non-Residential
[*If residential, see reverse for open space requirement]

Will a Variance from the Subdivision Regulations be requested for the project (Sec. 12-8-7)? ____ YES X NO

If yes, specify exact variance requested:

I, the undersigned applicant, understand that payment of these fees does not entitle me to approval of this plat and that no refund of these fees will be made. Also, I understand that any resubmissions based on non-compliance with City subdivision and/or development requirements will result in one-half (1/2) the initial application fee. I have reviewed a copy of the applicable zoning and subdivision requirements and understand that I must be present on the date of the Planning Board meeting.

Signature of Applicant (Owner of Property or Official Representative of Owner) — Date: 8-20-2018

FOR OFFICE USE ONLY

Zone: District:

Date Received: Case Number:

Application Fee: Receipt #:

Open Space Requirement (acres or $): Receipt #:

Planning Board Date: Recommendation:

Council Date: Action:

Recording Date: Map Bk/Pg:

***Sec. 12-8-6. SITES FOR PUBLIC USE.**

(B) Sites for park and recreation or open space. Each subdivision plat shall be reviewed by the planning and leisure services departments in order to assess the following: park and recreational or open space needs for the recreation service area within which the subdivision is located and for the city as a whole; and characteristics of the land to be subdivided for its capability to fulfill park, recreation or open space needs. Based on this review the city staff shall recommend one of the following options:

(1) Dedication of land for park, recreation or open space needs. The subdivider(s) or owner(s) shall dedicate to the city for park and recreation or open space purposes

at least five (5) percent of the gross area of the residential subdivision. In no case shall the aggregate acreage donated be less than one-quarter (1/4) acre.

(2) Payment of money to an escrow account for park, recreation or open space needs in lieu of dedication of land. The subdivider(s) or owner(s) shall pay unto the city such sum of money equal in value to five (5) percent of the gross area of the subdivision thereof, which sum shall be held in escrow and used by the city for the purpose of acquiring parks and developing playgrounds and shall be used for these purposes and no others. The aforementioned value shall be the value of the land subdivided without improvements and shall be determined jointly by the city manager and the subdivider. If the city manager and subdivider cannot agree on a land value, then the land value shall be established by arbitration. The city manager shall appoint a professional land appraiser, the subdivider shall appoint a professional land appraiser, and these two (2) shall appoint a third.

*Open Space Requirement *(only applicable to residential subdivision)*

Sec. 12-8-6 requires (a) the dedication of 5% of the gross area for open space purposes, or (b) a fee in lieu of land dedication. Please calculate and check preferred method of meeting requirement:

(a) Total Land Area: 0.53 acres

5% for land dedication*: 0.0265 acres

[*may not equal less than 1/4 acre]

(b) Value of land (Esc. Co. Tax Assessor) $ 71,250

Fee in lieu of land dedication (5% of value) $ 3,562.50

[Payable to the City of Pensacola; Due after plat approval, prior to receiving signatures]

Sec. 12-8-3. Procedure for subdivision approval.

(A) *Procedure for subdivision requiring a plat.*

(1) *Approval of preliminary plat by the planning board.*

(a) Any person desiring to divide land into three (3) or more lots shall first file with the planning board a preliminary plat of the subdivision prepared in accordance with the requirements of section 12-8-8.

(b) Accompanying the preliminary plat shall be a general location sketch map showing the relationship of the proposed subdivision to existing community facilities which serve or influence it. On such sketch map, the main traffic arteries, shopping centers, schools, parks, and playgrounds, principal places of employment and other principal features should be noted.

(c) Where the preliminary plat submitted covers only a part of the total contiguous property under the subdivider's ownership, a sketch of the prospective future street system of the unsubdivided part shall be required if not shown on a previously approved conceptual plan or plans for the entire property. The street system of the unplatted portion shall be planned to coordinate and connect with the street system of the platted portion.

(d) A master drainage plan at a scale not smaller than one inch equals two hundred (200) feet, shall be prepared. The master drainage plan shall be for the entire property and shall be reviewed by the city engineer in relation to the entire drainage basin. It is the specific intent of this requirement that rights-of-way and easements of all drainage improvements including but not limited to, retention ponds, ditches, culverts, channels, and the like required for the drainage of the site for both on-site and off-site improvements, shall be provided for the master drainage plan. Instruments shall be submitted fully executed in sufficient form for recording for all off-site drainage rights-of-way and easements not included on the final plat. These instruments shall be submitted with the final plat for recordation.

(e) Eleven (11) copies of the preliminary plat shall be submitted to The Community Development Department at least thirty (30) calendar days prior to the meeting at which it is to be considered.

(f) Prior to the examination of the preliminary plat, the planning board shall be furnished with reports from the city engineer, traffic engineer, energy services, Escambia County Utilities Authority, fire department, and the secretary to the planning board to the effect that said plat does or does not conform to the comprehensive plan, the provisions of this chapter, and with sound principles and practices of planning and engineering and with such other items that may affect the health, safety and welfare of the people.

(g) When, after examination, the planning board finds as fact that the aforementioned requirements have been met, the preliminary plat may be approved; however, such approval shall not constitute an approval of the final plat. If the preliminary plat is rejected, the planning board shall provide the applicant in writing a detailed list of reasons for rejection.

(2) *Approval of final plat by the planning board and city council.*

(a) The final plat shall conform substantially to the preliminary plat. The applicant shall submit only that portion of the approved preliminary plat which he proposes to record and develop. Such portion shall conform to all requirements of this chapter. Such final plat shall be submitted within one year (three hundred sixty-five (365) days) of the date of the approval of the preliminary plat. If more than one year has elapsed since the approval of the preliminary plat, the preliminary plat must be resubmitted to the planning board for their review and approval prior to submission of the final plat.

(b) Eleven (11) copies of the final plat shall be submitted to The Community Development Department at least thirty (30) calendar days prior to the meeting of the planning board at which it is to be considered. Before granting final approval of the plat, the planning board shall receive reports from the secretary to the planning board, the city engineer, the traffic engineer, energy services of Pensacola, the Escambia County Utilities Authority and the fire department.

(c) After approval by the planning board, the final plat shall be transmitted to the city council for approval. Approval of the plat shall be granted by the city council upon its finding that all the requirements of this chapter have been met.

(3) *Approval of a combined preliminary/final plat of a subdivision by the planning board and city council.* Subdivisions containing no more than four (4) lots fronting on an existing public street, right-of-way or an access easement, not involving any new street or road, or the extension of governmental facilities, or the creation of any public improvements, and not adversely affecting the remainder of the parcel or adjoining property, and not in conflict with any provision of this code or the comprehensive plan, may be reviewed and approved through an abbreviated procedure which provides for the submittal of both the preliminary and final plat concurrently. All design standards, plat information and recording requirements as set forth in this chapter shall be complied with when exercising the abbreviated minor subdivision procedure.

(B) *Procedure for division of land requiring a boundary survey.* A division of land into no more than two (2) lots fronting on an existing public street, or an access easement not involving any new street or road, or the extension of governmental facilities, or the creation of any public improvements, and not adversely affecting the remainder of the parcel or adjoining property, and not in conflict with any provision of this code or the comprehensive plan, may be reviewed and approved by the city engineer, city surveyor and city planner through an abbreviated procedure which provides for the submittal of a metes and bounds description and a legal boundary survey of the property.

(1) *Submission requirements.*

(a) Any person desiring to divide land into no more than two (2) lots shall first submit three (3) copies of a metes and bounds description and a legal boundary survey of the property (equal to that required by F.S. § 472.27, pertaining to minimum technical standards for surveys, and having a minimum of four (4) concrete permanent reference monuments set) to The Community Development Department. The boundary survey shall be drawn at a scale of one hundred (100) feet to the inch, or less, and shall depict all information required by section 12-8-8(a) through (j).

(b) If an access easement is required for the subdivision, this document shall be attached to each of the three (3) copies of the boundary survey.

(c) All stormwater drainage requirements set forth in this chapter shall be complied with when exercising this procedure.

(2) *Final approval.*

(a) The Community Development Department shall notify the applicant of the approval or disapproval of the subdivision boundary survey within nine (9) working days from submission.

(b) If the subdivision boundary survey is rejected The Community Development Department shall provide the applicant, in writing, a detailed list of reasons for rejection.

(c) Upon submission of the corrected subdivision boundary survey the Community Development Department shall notify the applicant of the approval or disapproval of the corrected boundary survey within nine (9) days. If the subdivision boundary survey is not approved, the minor subdivision must be resubmitted.

(d) After the survey has been approved by city staff fourteen (14) blueprints and one (1) mylar of the survey shall be filed with The Community Development Department. In addition, one (1) copy each of any applicable recorded access easements shall be filed with The Community Development Department.

(e) Furthermore, no building permit shall be issued until the survey has been approved by city staff and any accompanying documentation has been recorded.

PREPARED BY

RBA

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400
Fax 850.438.0448
EB 00009657 LB7916

CIVIL ENGINEER
PAUL A. BATTLE, P.E.
REBOL-BATTLE & ASSOCIATES, LLC
2301 NORTH NINTH AVE., SUITE 300
PENSACOLA, FL 32503

OWNER AND DEVELOPER
DON HENDRIX
D & D REAL ESTATE INVESTMENTS, LLC
2551 W. KINGSFIELD RD.
CANTONMENT, FL 32533

PROFESSIONAL SURVEYOR AND MAPPER
MARK A. NORRIS, P.S.M.
REBOL-BATTLE & ASSOCIATES, LLC
2301 NORTH NINTH AVE., SUITE 300
PENSACOLA, FL 32503

FINAL PLAT OF
GABRIEL ESTATES SUBDIVISION

A RESIDENTIAL SUBDIVISION BEING

A RE-SUBDIVISION OF A PORTION OF LOTS 25-27, BLOCK 16 OF SCENIC HEIGHTS UNIT No. 4 SECTION 11 & 12, TOWNSHIP 1 SOUTH, RANGE 29 WEST, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA

SEPTEMBER 2018

VICINITY MAP
NOT TO SCALE

HORIZONTAL SCALE

20 0 10 20 40 80

(IN FEET)
1 INCH = 20 FT. (24"x36")
1 INCH = 40 FT. (12"x18")

UTILITY SERVICE NOTES:

POTABLE WATER: AFTER RECEIVING ALL APPROVALS FROM ECUA AND THE CITY OF PENSACOLA, THE DEVELOPMENT WILL CONNECT TO ECUA'S EXISTING SYSTEM.

SANITARY SEWER: AFTER RECEIVING APPROVALS FROM ECUA AND THE CITY OF PENSACOLA, THE DEVELOPMENT WILL CONNECT TO ECUA'S EXISTING GRAVITY SYSTEM.

ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION: THESE SERVICES WILL BE INSTALLED AND MAINTAINED BY THE ASSOCIATED UTILITY COMPANY.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS REFERENCED THE PLAT BEARING OF N 18°49'00" E ALONG THE EAST LINE OF LOTS 25-27, BLOCK 16, SCENIC HEIGHTS UNIT No. 4, PLAT BOOK 5, PAGE 90, ESCAMBIA COUNTY, FLORIDA, DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C0385G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
3. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
4. A TITLE COMMITMENT WAS PREFORMED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE No. 1054-4009210, WITH AN EFFECTIVE DATE OF MAY 07, 2018 AT 8:00 AM, AND WAS PROVIDED TO THIS FIRM FOR THE PREPARATION OF THIS PLAT.
5. MEASUREMENTS AS SHOWN HEREON WERE MAD TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
6. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE AND ASSOCIATES):

THAT PORTION OF LOTS TWENTY-FIVE (25), TWENTY-SIX (26) AND TWENTY-SEVEN (27), BLOCK SIXTEEN (16), SCENIC HEIGHTS, UNIT #4, A SUBDIVISION OF A PORTION OF SECTIONS 11 AND 12, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 90, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF LOT 28, SCENIC HEIGHTS, UNIT #3, A SUBDIVISION OF A PORTION OF SECTIONS 11 AND 12, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 19, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF CHERRY-LAUREL DRIVE (60' RIGHT OF WAY) AND THE EASTERLY RIGHT OF WAY LINE OF SAN GABRIEL DRIVE (60' RIGHT OF WAY) AND ALSO BEING ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2354.08 FEET AND A CENTRAL ANGLE OF 2°26'06"; THENCE PROCEED SOUTHWESTERLY ALONG SAID CURVED RIGHT OF WAY LINE FOR AN ARC DISTANCE OF 100.05 FEET (CHORD = 100.04 FEET, CHORD BEARING = SOUTH 13°48'29" WEST); TO THE NORTHWEST CORNER OF AFORESAID LOTS 25-27 AND THE POINT OF BEGINNING: THENCE CONTINUE ALONG SAID CURVED RIGHT OF WAY LINE PROCEED SOUTHWESTERLY FOR AN ARC DISTANCE OF 182.94 FEET (CHORD = 182.89, CHORD BEARING = SOUTH 17°13'58" WEST, CENTRAL ANGLE = 4°27'09"); THENCE DEPARTING SAID CURVED RIGHT OF WAY LINE PROCEED SOUTH 69°48'15" EAST FOR A DISTANCE OF 123.86 FEET TO THE EASTERLY LINE OF THE AFORESAID LOTS 25-27; THENCE PROCEED NORTH 19°59'17" EAST ALONG THE EASTERLY LINES OF SAID LOTS 25-27 FOR A DISTANCE OF 50.32 FEET; THENCE PROCEED NORTH 18°49'00" EAST ALONG SAID EASTERLY LINE OF LOTS 25-27 FOR A DISTANCE OF 144.02 FEET TO THE NORTHEAST CORNER OF THE AFORESAID LOTS 25-27; THENCE PROCEED NORTH 74°56'18" WEST ALONG NORTH LINES OF SAID LOTS 25-27 FOR A DISTANCE OF 130.19 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 12, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.55 ACRES MORE OR LESS.

SITE INFORMATION:

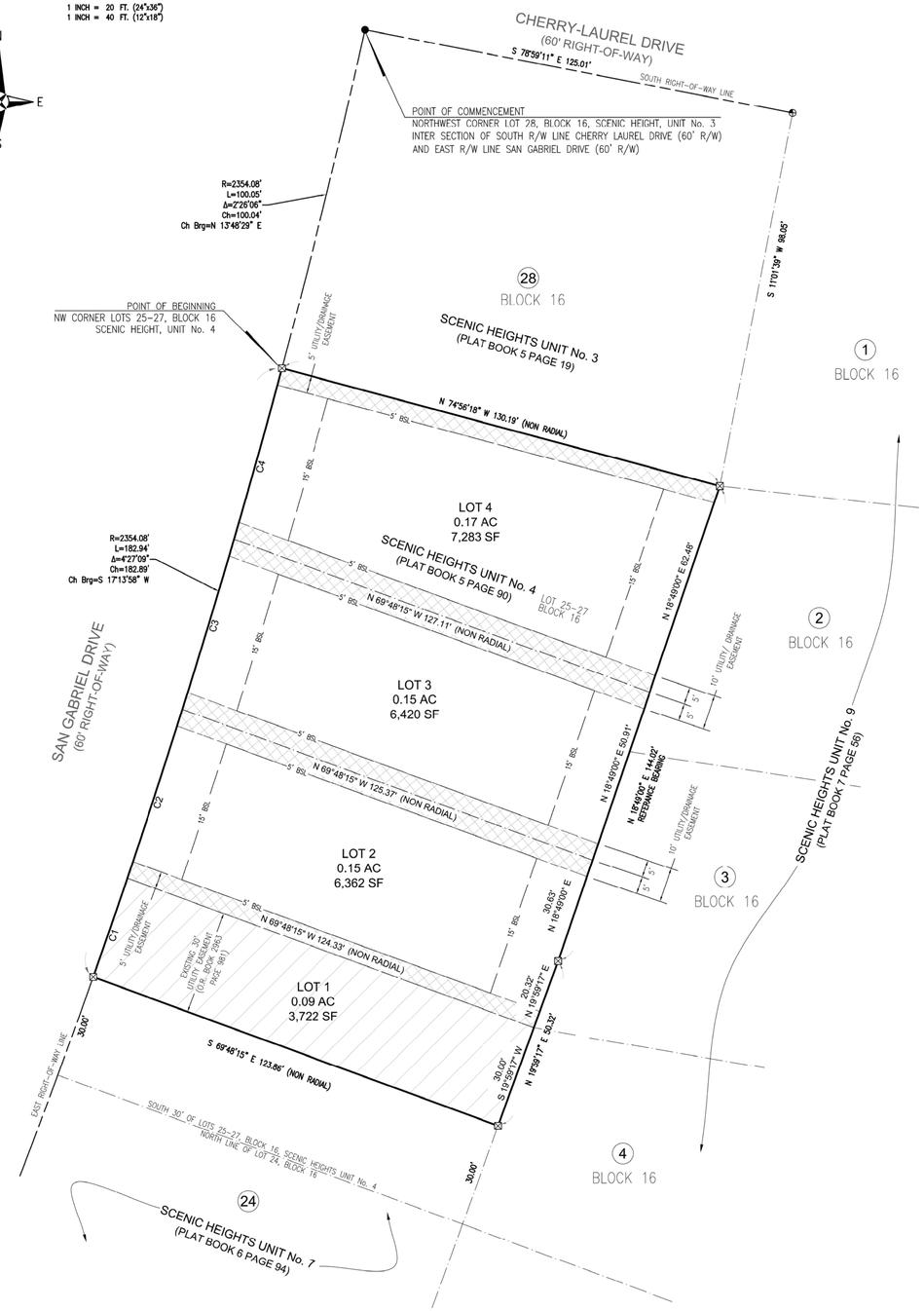
PROPERTY ZONING:	R-2
PROPERTY REFERENCE No.'S:	11-1S-29-1000-250-016
PROPERTY AREA:	0.55± ACRES
FLOOD MAP:	FLOOD ZONE "X" MAP 12033C0385G DATED 09-29-06
REQUIRED BUILDING SETBACKS OEHC-1:	FRONT YARD - 15 FT. SIDE YARD - 5 FT. REAR YARD - 15 FT.
DENSITY:	7.14 UNITS PER ACRE
MAX. BUILDING HEIGHT:	100 FT.
No. OF PROPOSED LOTS:	4
TYPICAL PROPOSED LOT SIZE:	0.15 ACRES

LEGEND:

- FOUND 1/2" DIA CAPPED IRON ROD (No. 1748)
- FOUND 1/2" DIA IRON ROD (UNNUMBERED)
- SET 4"x4" CONCRETE PRM (No. 7916)
- C1 DENOTES CURVE IDENTIFICATION (SEE CURVE TABLE)
- DIA DENOTES DIAMETER
- No. DENOTES NUMBER
- O.R. DENOTES OFFICIAL RECORDS
- PRM DENOTES PERMANENT BENCH MARK
- R/W DENOTES RIGHT-OF-WAY
- DENOTES UTILITY EASEMENT
- DENOTES STORMWATER TREATMENT AREA

PARCEL CURVE TABLE

Curve #	Length	Radius	Central Angle	Chord	Chord Bearing
C1	30.00	2354.08	0°43'49"	30.00	S 19°05'38" W
C2	50.98	2354.08	1°14'27"	50.98	S 18°06'30" W
C3	50.98	2354.08	1°14'27"	50.98	S 16°52'04" W
C4	50.98	2354.08	1°14'27"	50.98	S 15°37'37" W



DEDICATION:

KNOW ALL MEN BY THESE PRESENT THAT DON HENDRIX, AUTHORIZED AGENT, D & D REAL ESTATE INVESTMENTS, LLC, OWNERS OF THE LAND HEREIN DESCRIBED AND PLATTED HEREIN KNOWN AS SAN GABRIEL ESTATES, HEREBY DEDICATE THE DRAINAGE AND UTILITY EASEMENTS TO THE DEVELOPER OR THEIR ASSIGNS, AND AUTHORIZE AND REQUEST THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

IN WITNESS WHEREOF, DON HENDRIX, AUTHORIZED AGENT, D & D REAL ESTATE INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, QUALIFIED TO DO BUSINESS IN THE STATE OF FLORIDA HAS CAUSED THESE PRESENTS TO BE MADE AND SIGNED IN ITS NAME BY ITS AUTHORIZED AGENT.

WITNESSES

SIGNATURE

PRINT

SIGNATURE

PRINT

OWNER

DON HENDRIX
AUTHORIZED AGENT
D & D REAL ESTATE INVESTMENTS, LLC

STATE OF FLORIDA, COUNTY OF ESCAMBIA:

BEFORE THE SUBSCRIBER PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE INDIVIDUALS DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING AND INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH. THEY ARE PERSONALLY KNOWN TO ME AND THEY DID NOT TAKE AN OATH. GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2018.

MY COMMISSION EXPIRES:_____

NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION NUMBER:_____

CERTIFICATE OF COUNTY CLERK:

I, PAM CHILDERS, CLERK OF COURTS OF ESCAMBIA COUNTY, FLORIDA HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT CHAPTER 177 FLORIDA STATUTES AND THE SAME WAS RECORDED ON THE _____ DAY OF _____, 2018 IN PLAT BOOK _____ AT PAGE _____ OF THE PUBLIC RECORDS OF SAID COUNTY.

PAM CHILDERS, CLERK OF COURTS
ESCAMBIA COUNTY, FLORIDA

SEAL

CITY COUNCIL CERTIFICATE:

I, ERICKA L. BURNETT, CITY CLERK OF THE CITY OF PENSACOLA, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS PRESENTED TO THE CITY COUNCIL OF SAID CITY AT ITS MEETING HELD ON THE _____ DAY OF _____, 2018, AND WAS APPROVED BY SAID COUNCIL.

ERICKA L. BURNETT
CITY CLERK OF THE CITY OF PENSACOLA

CITY OF PENSACOLA PROFESSIONAL SURVEYOR AND MAPPER STATEMENT:

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, BY THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER FOR THE CITY OF PENSACOLA.

DAVID D. GLAZE
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NO. 5605

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SURVEYOR'S CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND DESCRIBED HEREIN, THAT SAID LAND HAS BEEN SUBDIVIDED AS INDICATED, THAT PERMANENT REFERENCE MONUMENTS (P.R.M.) HAVE BEEN PLACED AS INDICATED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF THE PLAT ACT CHAPTER 177.011-177.151 FLORIDA STATUES, AND THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATION CODE. SIGNED ON THE 31st DAY OF AUGUST, 2018.

MARK NORRIS, PSM
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NO. 6211, LB 7916
REBOL-BATTLE & ASSOCIATES, LLC.
2301 N 9TH AVENUE, SUITE 300
PENSACOLA, FL 32503

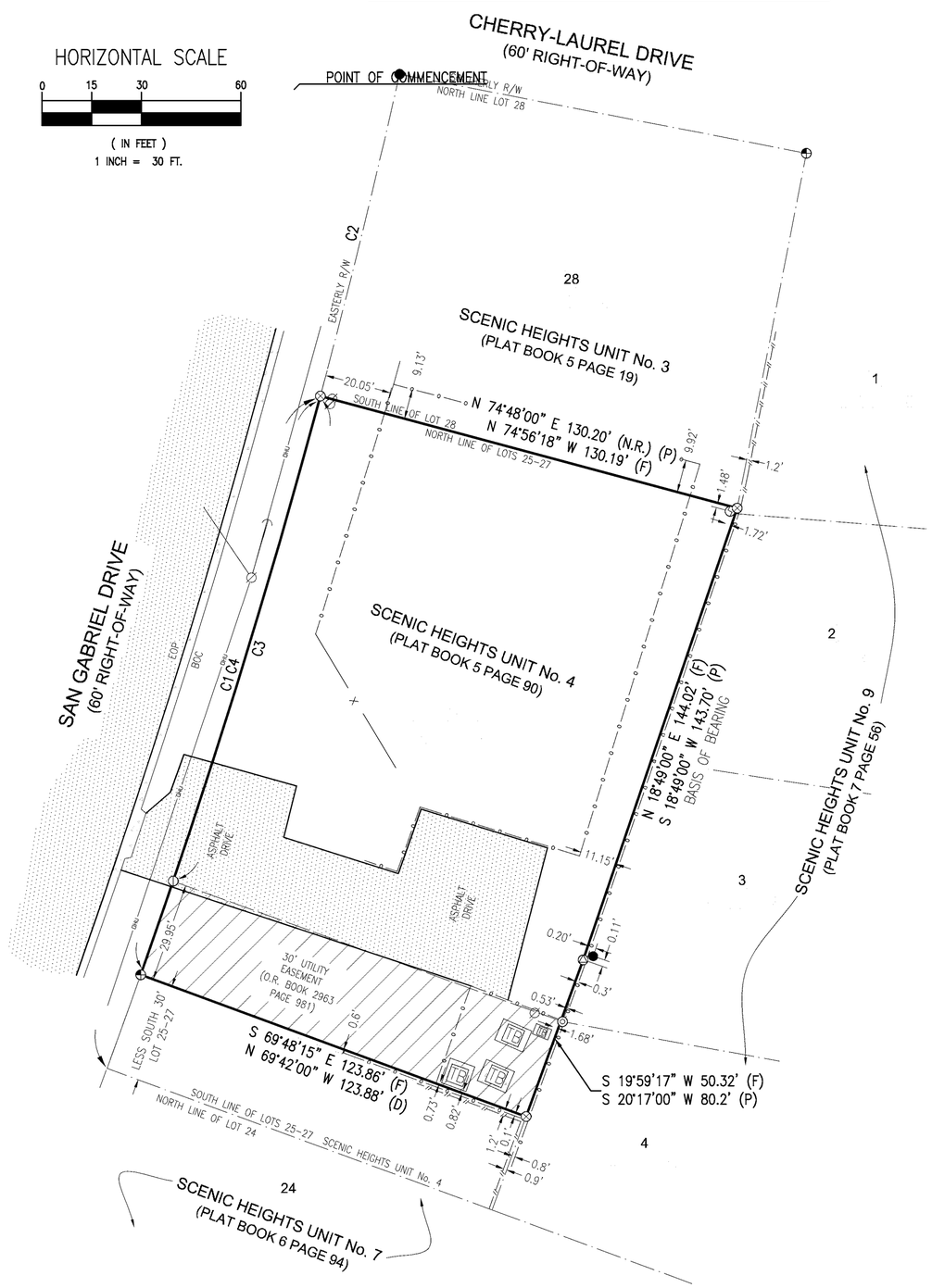
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 1

RESTRICTIVE COVENANTS FILED IN OFFICIAL RECORDS BOOK_____, PAGE_____.

PLAT BOOK _____, PAGE _____.

Curve Table					
Curve #	Length	Radius	Central Angle	Chord	Chord Bearing
C1 (F)	182.94'	2354.08'	4°27'09"	182.89'	S 17°13'58" W
C2 (F)	100.05'	2354.08'	2°26'06"	100.04'	S 13°48'29" W
C2 (P)	100.00'	2354.08'			
C3 (F)	153.07'	2354.08'	3°43'32"	153.04'	S 16°50'19" W
C4 (P)	219.08'	2354.08'			



DESCRIPTION: (AS PREPARED BY REBOL-BATTLE AND ASSOCIATES):

THAT PORTION OF LOTS TWENTY-FIVE (25), TWENTY-SIX (26) AND TWENTY-SEVEN (27), BLOCK SIXTEEN (16), SCENIC HEIGHTS, UNIT #4, A SUBDIVISION OF A PORTION OF SECTIONS 11 AND 12, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 90, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 28, SCENIC HEIGHTS, UNIT #3, A SUBDIVISION OF A PORTION OF SECTIONS 11 AND 12, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 19, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF CHERRY-LAUREL DRIVE (60' RIGHT OF WAY) AND THE EASTERLY RIGHT OF WAY LINE OF SAN GABRIEL DRIVE (60' RIGHT OF WAY) AND ALSO BEING ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2354.08 FEET AND A CENTRAL ANGLE OF 2°26'06"; THENCE PROCEED SOUTHWESTERLY ALONG SAID CURVED RIGHT OF WAY LINE FOR AN ARC DISTANCE OF 100.05 FEET (CHORD = 100.04 FEET, CHORD BEARING = SOUTH 13°48'29"WEST); TO THE NORTHWEST CORNER OF AFORESAID LOTS 25-27 AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVED RIGHT OF WAY LINE PROCEED SOUTHWESTERLY FOR AN ARC DISTANCE OF 182.94 FEET (CHORD = 182.89, CHORD BEARING = SOUTH 17°13'58"WEST, CENTRAL ANGLE = 4°27'09"); THENCE DEPARTING SAID CURVED RIGHT OF WAY LINE PROCEED SOUTH 69°48'15"EAST FOR A DISTANCE OF 123.86 FEET TO THE EASTERLY LINE OF THE AFORESAID LOTS 25-27; THENCE PROCEED NORTH 19°59'17"EAST ALONG THE EASTERLY LINES OF SAID LOTS 25-27 FOR A DISTANCE OF 50.32 FEET; THENCE PROCEED NORTH 18°49'00"EAST ALONG SAID EASTERLY LINE OF LOTS 25-27 FOR A DISTANCE OF 144.02 FEET TO THE NORTHEAST CORNER OF THE AFORESAID LOTS 25-27; THENCE PROCEED NORTH 74°56'18"WEST ALONG NORTH LINES OF SAID LOTS 25-27 FOR A DISTANCE OF 130.19 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 12, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.55 ACRES MORE OR LESS.

DESCRIPTION: (OFFICIAL RECORDS BOOK 3635, PAGE 494)

LOTS TWENTY-FIVE (25), TWENTY-SIX (26) AND TWENTY-SEVEN (27), BLOCK SIXTEEN (16), SCENIC HEIGHTS, UNIT #4, A SUBDIVISION OF A PORTION OF SECTIONS 11 AND 12, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 90, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

LESS: THE SOUTHERLY 30 FEET OF LOTS 25 THROUGH 27, BLOCK 16, SCENIC HEIGHTS, UNIT #4, A SUBDIVISION OF A PORTION OF SECTIONS 11 AND 12, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 5 AT PAGE 90 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, WHICH LIES NORTHERLY OF AND ADJOINS LOT 24, BLOCK 16, SCENIC HEIGHTS UNIT #7, ESCAMBIA COUNTY, FLORIDA, AS PER PLAT RECORDED IN PLAT BOOK 6 AT PAGE 94 OF THE PUBLIC RECORDS OF SAID COUNTY.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS REFERENCED THE PLAT BEARING OF N 18°49'00" E ALONG THE EASTERLY LINE OF LOTS 25-27, BLOCK 16, SCENIC HEIGHTS UNIT No. 4, PLAT BOOK 5, PAGE 90, ESCAMBIA COUNTY, FLORIDA, DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON.
3. IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C0385G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
4. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
5. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
6. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
7. THIS SURVEY IS CERTIFIED TO:
   - D & D REAL ESTATE INVESTMENTS LLC
   - FIRST AMERICAN TITLE INSURANCE COMPANY
   - SURETY LAND TITLE OF FLORIDA LLC

LEGEND:

⊗	SET 1/2" DIA CAPPED IRON ROD (No.7916)
	FOUND 1/2" DIA CAPPED IRON ROD (No. 1748)
	FOUND 1/2" DIA CAPPED IRON ROD (No. 6421)
	FOUND 1/2" DIA CAPPED IRON ROD (No. 4882)
	FOUND 1/2" DIA CAPPED IRON ROD (ILLEGIBLE)
●	FOUND 1/2" DIA IRON ROD (UNNUMBERED)
◎	FOUND 1" DIA IRON PIPE (UNNUMBERED)
—— o ——	DENOTES CHAIN LINK FENCE
—— // ——	DENOTES WOOD PANEL FENCE
—— x ——	DENOTES WIRE FENCE
—— OHU ——	DENOTES OVERHEAD UTILITIES
←	DENOTES GUY WIRE ANCHOR
ø	DENOTES WOOD UTILITY POLE
TB	DENOTES TELEPHONE BOX ON CONCRETE PAD
BOC	DENOTES BACK OF CURB
(C)	DENOTES CALCULATED INFORMATION
C-1	DENOTES CURVE IDENTIFICATION (SEE CURVE TABLE)
(D)	DENOTES DEED INFORMATION
DIA	DENOTES DIAMETER
DIP	DENOTES DUCTILE IRON PIPE
EOP	DENOTES EDGE OF PAVEMENT
(F)	DENOTES FIELD INFORMATION
No.	DENOTES NUMBER
N.R.	DENOTES NON-RADIAL
O.R.	DENOTES OFFICIAL RECORDS
(P)	DENOTES PLAT INFORMATION
R/W	DENOTES RIGHT-OF-WAY

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE SURVEY SHOWN HERON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MARK A. NORRIS JULY 17 2018

BY: MARK A. NORRIS
FLORIDA REGISTRATION No. 6211

DATE

RBA
REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2014 W. Nine Mile Rd., Suite 300
Pensacola, Florida 32513
Telephone 850.438.0400 Fax 850.438.0448
EB 00008597 LB 7916

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SCENIC HEIGHTS No. 4
A PORTION OF LOTS 25-27 BLOCK 16

A PORTION OF

SECTION: 11&12 TOWNSHIP: 1 S RANGE: 29 W
COUNTY: ESCAMBIA STATE: FLORIDA

NO.	DATE	APPR.	REVISION/ACTION TAKEN
1	08/21/18	BKN	ADD METES AND BOUNDS LEGAL DESCRIPTION

PROJECT NO: 2018.111
DRAWN BY: BTH
CHK'D BY: MAN
SCALE: 1" = 30'
F.B.: 18-05
PG.: 66-67
DATE: 7/12/2018

BOUNDARY SURVEY

PREPARED FOR: MR DON HENDRIX
REQUESTED BY: MR DON HENDRIX

This drawing is the property of Rebol-Battle & Associates, and may not be reproduced without written permission.

P:\2018\2018.111 5760 SAN GABREIL DRIVE - HENDRIX\SURVEY\2018.111 BOUNDARY SURVEY.DWG

MINUTES OF THE PLANNING BOARD
September 18, 2018

MEMBERS PRESENT: Chairman Paul Ritz, Nathan Monk, Kurt Larson, Nina Campbell, Danny Grundhoefer

MEMBERS ABSENT: Jared Moore

STAFF PRESENT: Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner, Helen Gibson, CRA Administrator, Victoria D'Angelo, Assistant CRA Administrator, Robbie Weekley, Inspections, Johathan Bilby, Building Official

OTHERS PRESENT: Don Kraher, Council Executive, Christian Wagley, Nannette Chandler, Bill Weeks, John Bullock, Ann Hill, Teresa Hill, Peggy Lehane, James Vickrey, Martin Gonzalez, Julie Sloan, Doug Baldwin, Marcie Whitaker, Fred Gunther, Matthew Newton, Wayne O'Hara, Alistair McKenzie, Kelly Robinson, Rand Hicks, Ryan Wiggins, Tony McCray, Jennifer Fleming, Michael Thiel, Marlene Parker, Deborah, Monroe, Steven Shelley, Jerry Levins, Evan Robertson, Scott Remington, Jimena Caballero, Glenn Parker, Fred Jackson

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from June 12, 2018 and June 26, 2018 Workshop.
- New Business:
    1. Consider Variance request for 351 W. Cedar Street – Blue Wahoos Signage
    2. Consider Aesthetic approval for 351 W. Cedar Street – Blue Wahoos Signage
    3. Request for Preliminary Plat Approval – Gadsden and 7th Subdivision
    4. Request for Preliminary and Final Plat Approval – Gabriel Estates Subdivision
    5. Consider Amendment to LDC – CRA Urban Design Standard Overlay
- Adjournment

Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:01 pm with a quorum present and covered Board procedural instructions for the audience.

Approval of Meeting Minutes

Mr. Larson made a motion to approve the June 12, 2018 and June 26, 2018 workshop minutes, seconded by Ms. Campbell, and it carried unanimously.

New Business

Consider Variance request for 351 W. Cedar Street – Blue Wahoos Signage

Northwest Florida Professional Baseball is requesting a variance for 351 W. Cedar Street for signage to name the stadium. The variance request is 550 square feet from the maximum permitted signage of 50 square feet. The Waterfront Redevelopment District permits 10% of the linear building frontage up to a maximum of 50 square feet per street. This item is under consideration with New Business Item 2.

Scott Remington presented to the Board and stated the team did not necessarily concur with the opinion of City staff that this request required a variance, but they decided to honor the request. He provided a copy of the lease agreement with the City containing an excerpt of the use agreement and a copy of the entire use agreement along with a copy of the second amendment for naming rights to the stadium. For the purpose of wayfinding, they felt this was the proper signage for the stadium. Chairman Ritz pointed out they were requesting 10 times the size of the allowed area, but felt there was some validity in the size because of the facility's location from the road.

Mr. Bullock, who could see the signage from his home, had no objection to the signage, and since there was no representation from the other neighbors, felt they also had no objections. But he asked that the Board only grant the variance as requested and not make any ruling or judgement on the use agreement. He explained they would object to a neon "Vegas" type signage.

Mr. Gunther disagreed with the assertion that the team had the rights to advertising within the stadium which gives them the right to hang a massive sign on the exterior without approval of the Planning Board. He explained they were not exempt from zoning requirements as a result of this agreement. He pointed out the LDC for the Waterfront Redevelopment District under conditions and safeguards provided in subsection 12.12.2A, which is essentially the same requirements the Zoning Board of Adjustment uses for special circumstances and conditions which are not self-created. The hardships in this case were the design and location of the stadium and the street trees; the team signed off on the design of the stadium which was self-created, and the signage was ten times the requirements of that district size and not the minimum variance to make possible the reasonable land use, building and structure.

Mr. Remington advised he was not asking the Board to make a legal ruling on the use agreement, but he did agree they had not heard of any disagreement with the residents in the neighborhood. He emphasized this was a special circumstance since this was the only stadium and was covered under the special circumstances of the variance laws; they also felt the sign was reasonable. Chairman Ritz advised the Board was not ruling on the lease or legal agreement.

Mr. Larson asked about the materials and what the sign would be replaced with when it became weathered. Mr. Remington stated they had not contemplated replacing it at this time. Chairman Ritz confirmed if the sign was replaced, it would return for a new aesthetic approval. Mr. Larson asked what if the buildout continued and another building was built in front obstructing the view, and Mr. Remington explained that going forward, they would return to the Board for variance approval. Ms. Deese confirmed that the scoreboard and temporary advertising was not included in the same section and pointed to page 15, subsection F of the contract stating that "All advertising shall conform to all laws including without limitations City ordinances regulating advertising" and that this Board was considering a variance since it was deemed necessary. Mr. Grundhoefer asked why they felt they were exempt, and Mr. Remington explained their interpretation was that other portions differentiated between advertising and signage, and they thought this was wayfinding signage versus advertising third party products or services. He explained they did not have a discussion with the City until the sign was already installed and would have come to the Board sooner if they had known the City would take this view.

Ms. Campbell advised signage had been an ongoing topic for downtown Pensacola and asked about proper notice. Ms. Deese confirmed postcard notices were sent to every property owner within 500', an ad posted in the newspaper as well as a sign was posted on the property. To her knowledge staff had not received any calls on this request other Mr. Bullock inquiring of the agenda posting.

Ms. Campbell pointed out the sign was now in an affixed position and in moving forward, was concerned with the message the Board was sending. Mr. Remington explained they wanted to be a good partner with the City and pointed out they paid $225,000 per year to display their name on it. He advised the sign was possibly posted in March/April, and the complaint was received in June. Ms. Deese confirmed the sign was up for approximately a month before a complaint was made, and City staff did want to investigate the water intrusion and stucco warranty before coming to the Board. Ms. Campbell inquired as to the life expectancy, but Ms. Deese explained the Board could not make conditional variances. Chairman Ritz confirmed if this variance was approved, the size was good until they go larger, and aesthetics approval would come back to the Board. Ms. Deese confirmed the sign was vinyl applique on a backer board which was screwed into the building façade. Mr. Remington pointed out the naming rights in the agreement were good for another four years when new negotiations would be held over the use agreement. He stated when the lease came up for negotiation, the City could require the signage to be smaller.

Mr. Monk stated if the sign had come to the Board earlier, he would not have approved the design, but would probably have moved for a larger sign for visibility. He recalled when the naming rights conversation occurred and walked away thinking it extended to the inside and outside and was confused about why the sign was not up sooner. He was concerned in setting a precedent but understood Mr. Remington's misunderstanding. Mr. Larson asked if the build-out occurs and the sign is no longer adequate, what would the plan be? Mr. Remington advised they would like to see a community sponsor or major employer put their name on the stadium with signage you would more typically see (not internally illuminated) which could be taken down and replaced easily.

Getting into the aesthetic discussion, Mr. Grundhoefer considered this signage a more temporary billboard sign and appreciated the effort to get a sponsor to place a more elegant sign appropriate for the stadium. He asked if it could be treated as a temporary sign for a year until they get a sponsor for a permanent sign. Ms. Deese pointed out there were 100 to 150 screw holes and by definition it was clearly a permanent sign. Mr. Remington asked if the decision could be tabled for one year. Ms. Deese confirmed the Board could table for 45 days unless another date is specified by the Board, but there is a violation of no building permit. The Board would need to postpone for a date specific, but this might impact Building Inspections. Mr. Monk asked if it was a violation and the Board tabled it, being aware of it and it flies off, what would the liability be? Ms. Deese advised that the Board had been made aware of it, and a permit had not been issued. Mr. Monk stated technically the Board could approve the size and not the aesthetics.

Mr. Larson made a motion to approve as submitted for size, and Mr. Monk seconded. Mr. Monk asked if the Board approved the size, he did not believe counsel was prepared to answer all of the questions on aesthetics; this could be moved to the next Board meeting giving them that opportunity. Mr. Remington stated if the Board had an up and down vote on the size, and it was successful, assuming the aesthetics was denied, he wanted to know what size he would be dealing with in order to return with the aesthetics. Chairman Ritz confirmed the motion was for 120" x 720" which was the current size of the sign.

Mr. Levins was not a fan of variances, but there was already a sign designating Community Maritime Park. He pointed out tourists coming down for the summer go down Palafox, and you can tell from the road that this location is a baseball stadium.

Chairman Ritz then called for the vote, and it carried unanimously.

<u>Consider Aesthetic approval for 351 W. Cedar Street – Blue Wahoos Signage</u>

Northwest Florida Professional Baseball is requesting aesthetic approval for signage at 351 W. Cedar Street in order to name the stadium. This signage has been installed and photos of the signage on the building were provided. This item is under consideration with New Business Item 1.

Mr. Remington stated the sign was not in the Blue Wahoos font for readability purposes and thought it was playful and served its purpose. Chairman Ritz observed Kazoo and the background were both blue, and the aesthetic was not good.

Mr. Grundhoefer restated the sign was billboard like, banner like and felt they could come up with a much nicer sign which would depict the quality of the organization and what the city is about. Mr. Monk restated he felt there was a need for a really big sign and recalled the discussion of the details of the Community Maritime Park signage; he did not favor the look of the current sign.

Mr. Monk made a motion to postpone; Chairman Ritz stated a motion to deny would be more definitive and it would unapproved aesthetically and would fall back to staff to enforce that decision. Ms. Deese again advised in Subsection (d) "Any matter referred to the Board shall be acted upon by the Board within 45 days of the date of reference unless a longer or shorter period is specified." Mr. Remington felt postponing might be a good idea from the perspective that it would give them time to work with staff. Ms. Deese stated in considering the time it would take for a redesign, the next Board meeting of October 9th would not get the applicant time for design and felt the November 13 would be more appropriate. She also pointed out that there would be no notices required by the LDC for the aesthetic approval. **Mr. Monk made a motion to postpone to the November 13, 2018 meeting of the Board. Mr. Larson seconded the motion.** Mr. Remington stated for the record, they were not waiving any rights they have under the use agreement, but they wanted to be good partners and neighbors. **The motion then carried unanimously.**

Request for Preliminary Plat Approval – Gadsden and 7th Subdivision

Rebol-Battle & Associates has submitted a request for Preliminary Plat approval for Gadsden and 7th Subdivision located at the southeastern corner of Gadsden Street and 7th Avenue.

The proposed Preliminary Plat consists of 5 lots that are 30 feet in width. This property is zoned OEHC-1, Neighborhood Commercial District, which does not require a minimum lot width or a minimum square footage. However, this district does restrict development on the parcels to a maximum of 50% lot coverage. This zoning district only requires a side setback (no front or rear setbacks) and that has been correctly indicated on the plat.

The Final Plat has been routed through the various City departments and utility providers. The comments received to date were provided. The developer has opted to pay into the park escrow in lieu of dedicating a park within the project.

Mr. Robertson presented to the Board and indicated all the residential units would face 7th Avenue with access provided off Gadsden through the rear. Chairman Ritz stated that if these homes were built, it would be an improvement over the existing rougher looking landscape. He explained the final plat approval would return to the Board. Mr. Grundhoefer asked with a 50% lot maximum, what would be the footprint, and Mr. Robertson indicated the structures would be two-story with an attached garage. Ms. Deese clarified the buildable square footage could be 1600 sf for single story. Mr. Robertson also stated their intentions were to keep as many trees as possible. **Mr. Grundhoefer then made a motion to approve, seconded by Ms. Campbell, and it carried unanimously.**

Request for Preliminary and Final Plat Approval – Gabriel Estates Subdivision

Rebol-Battle and Associates has submitted a request for Preliminary and Final Plat approval for the parcel located at 5760 San Gabriel Drive. The applicant is proposing a detached single family development for the 0.53 acre site to be named Gabriel Estates Subdivision. This parcel is the former site of the Scenic Heights swimming pool.

The proposed Preliminary & Final Plat consists of 4 lots fronting on San Gabriel that vary in size with typical proposed lot size of .15 of an acre. Each of the lots meet the regulations required by the R-2 zoning district (Residential/Office) including setback requirements. The southernmost lot (lot 1) has been parceled out separately in a 30 foot wide lot due to an existing utility easement of 30 feet.

The Preliminary and Final Plat has been routed through the various City departments and utility providers. The comments received to date were provided. The developer has opted to pay into the park escrow in lieu of dedicating a park within the project.

Ms. Deese explained the LDC allows for the combination of preliminary and final approval with four lots or less, and subdivision approval does not require notification. Mr. Robertson stated the utility easement was already dedicated. Chairman Ritz pointed out the neighborhood was built in the 60s and 70s with driveways in the front and garages on the right or left side of the homes, and it might look odd for the driveways to be located in the rear. Mr. Grundhoefer explained it would look odd to have garages in the front with the existing garages located to the side.

Ms. Deese explained the subdivision review was technical and if all the provisions in the LDC were met, the Board was obligated to approve it. Ms. Campbell asked how sidewalks would be handled, and Chairman Ritz explained the sidewalk would be in the right-of-way and not on their property. Mr. Monk was concerned with voting for something when residents were not prepared for the new subdivision. Mr. Grundhoefer offered this development was right for this neighborhood. **Mr. Larson then made a motion to approve, seconded by Ms. Campbell, and it carried unanimously.**

Consider Amendment to LDC – CRA Urban Design Standard Overlay

Ms. Deese informed the Board of several printed emails, and there were some emailed to the Board and staff during the meeting which were not printed. Ms. Victoria D'Angelo presented to the Board and indicated they had incorporated the Board's modifications, and Ms. Marina Khoury was on the phone to assist with clarifications. Ms. Khoury addressed windows on frontages being proportional and looked at the character of the CRA areas which were more vertical in design. The bicycle racks would be perpendicular with a 56 centimeter but converted to inches. She clarified review procedures including language for stormwater requirements as well as language that required additional drawings be provided to ensure meeting the established guidelines. They also modified the language for the rear setback of accessory buildings to be reduced from 5' to 3' and modified principle building setbacks from 5' to 3' as well. They modified the language to permit rear setbacks to a minimum of 20' for single family detached and duplexes on lots 30' or wider as well. Porches would not be required on single family detached and duplexes; they added definitions of porches, stoops and building grades and materials required for the CRA area.

Ms. Gibson emphasized that the CRA had presented and worked with the community since January with week-long charrettes and receiving 20 pages of comments and responding to each one. They did their best to accommodate everyone that they could in keeping with the ordinance. She advised this was a light touch of form-based code. She restated that design guidelines work well by defining existing character, with authenticity making a place endearing.

Chairman Ritz then called for input from the audience with a 5 minute time limit.

Mr. Weeks stated imagine receiving a postcard in the mail on Saturday for charrettes beginning on Monday to discuss design guidelines for a CRA Overlay District. On Wednesday, it went from guidelines to standards, the difference being a guideline is "should" and a standard is "must." In this meeting just now Ms. Gibson also referred to these as design guidelines. Imagine if you had received those same postcards, and the CRA had said there would be four nights of meetings, and when we are finished, we will tell you what you can and cannot do with your property; there might have been a better turnout. He stated this exercise had been a poor attempt to push mandates on people that they never asked for, and government should work at the will of the people. With the CRA designation, one side of East Hill will have restrictions. He did not ask to be in the Urban Core CRA and bought in that neighborhood because it was not North Hill; he did not want someone telling him what he could or could not do with his house. He bought a house in East Hill because nothing looked the same. He had asked how much this would add to the cost of a home and was told they were not addressing that. These standards would come with a cost, and these requirements were written by people who don't live in the city of Pensacola or the CRA. Taking a blanket approach and lumping everything south of Cervantes in one pot is not the way to accomplish this.

The reason the Urban Core CRA was developed was to eliminate blight – stick to that, get that accomplished, and the work is completed. He stressed more government oversight is not needed to put onerous restrictions on private property rights.

Ms. Chandler used to send out the East Hill newsletter and had met with 100+ people who would be affected by this overlay. She stated some parts were just too onerous for some people. Substantial modifications on page 4 D (a) states existing homes would not have to be modified unless there was a substantial modification requested according to the Florida Building Code. She quoted the definition of substantial improvement as equaling 50% of the market value of the structure before the improvement has begun. She asked who would determine the market value of the property, and would there be a review board for this with an appeal process since some repairs are time sensitive. With new construction, an elevated foundation is a 20-30% increase in construction costs; the guidelines require an 18" elevation and do not adhere to ADA requirements. Windows and muttons also need clarification along with an appeal process.

Mr. Bechtol was furious with these guidelines, but his address was not in the questioned zone. He believed what happens in the CRA would be a stepping stone. He pointed out it was none of his neighbor's business what he does to his property and not the City's unless they are the landlord.

Mr. Monk stated the Board dealt with this for nine months with notices and newspaper articles. Chairman Ritz reminded the audience to remain quite during the civil discourse. Mr. Monk explained he was a proponent for people speaking at public meetings, but this information had been dealt with. His interpretation was this effort was designed to protect the integrity of Pensacola, actually protecting minorities and the culture of the neighborhoods. He felt this was a positive thing for the community, but wanted the meeting atmosphere to be taken down a notch. Chairman Ritz stressed the citizens had the right to speak to the agenda item for 5 minutes.

Ms. Munro stated she was not a part of this neighborhood, but this same process had been pushed by a small group of people. She questioned who initiated the overlay process – the citizens or the CRA – was it being pushed for one neighborhood at a time. She questioned who wrote the rules and who would enforce them, and how could you write rules for such a wide range of style, architecture and age; were existing structures only grandfathered until a hurricane, and then they face the cost of needed repairs. Some of these same requirements had been requested in her neighborhood, and they were trying to get ahead of the game in order not to lose property rights.

Chairman Ritz instructed the audience to address the agenda item, and if they mentioned other locations not in the overlay zone, he would take time to remind them they were referencing a property not within the agenda item, however, they could address those properties in open forum.

Ms. Sloan stated she had her house for 12 years and shared a driveway with her neighbor. A new owner purchased the house next door and told her renters they were removing the shared driveway to build a two-story house. She was hoping the overly could help her protect her home. She was interested in the overlay but needed more information on what the limits were. Ms. Gibson stated the shared driveway concept was done historically and was recommended under the overlay to prevent driveways on the front of homes. Remodeling her garage in the future would not be prevented by the overlay. She also advised they used the State Building Code deliberately for the substantial modifications requirements; if you improved 50% or more of the home value, then the overlay requirements would be necessary. The overlay was to encourage new construction to blend in with the character of the older homes. Mr. Monk advised people in the community brought this subject forward and attended the scheduled meetings and also took into consideration the negative materials that came forward which gave way to changes in the document.

Mr. Gunther pointed out supporters of the overlay had stated repeatedly that the urban designed overlay was Phase I of implementing a form-based code for Pensacola, and he believed objections from the audience today were pertinent regardless of their address.

His major concerns with the overlay were (1) there was no process to obtain a variance to many of the new requirements – the ZBA can only grant a variance for height, area, size of structure, size of yards and open spaces. (2) Grandfathering is allowed for projects in the works and (3) permitting for construction will become more difficult (page 2 of letter to Ms. Morris) regarding submission of colors. Why request a list of items already controlled by the LDC to be added to the site plan before it is submitted. As far as the variances, those limitations were created by the Florida Statute, and after learning the process cannot be changed, he was convinced the only reasonable action by the Board would be to recommend removal of everything you cannot request a variance to or just deny the entire overlay altogether. He asked that the Board adhere to its traditional process – non-Board members should not be allowed to openly participate in the Board discussion and talk over Board members when an idea immerges with which they disagree (during Board only discussion).

Mr. McKenzie is not affected by the overlay but discovered it was part of a form-based code. What he had not heard in the meeting was any evidence based reasons why we should not have this. He suggested checking out the hundreds of cities in the United States who have put these in place. They work, they benefit the citizens economically, they benefit property values, they benefit the developers for an easier process, and they give certainty to investors and economic equity to people. He recommended looking at Charleston and Chattanooga and encouraged approving the overlay. (Board member Larson left the meeting.)

Ms. Fleming did not live in the overlay district but wanted to buy a lot in that location and asked if notification was sent to home owners within the boundary indicating what the Code says. Ms. Gibson indicated 3x5 cards could not include exactly what the Code states, however, there were numerous opportunities for people to view it on the City's website with a link to everything being proposed. The overlay as proposed has been posted to this website since April and returned to the Planning Board in June with those iterations presented today. Ms. Gibson advised there would be no postcards, but there would be a legal ad for the next public hearing. Regarding styles, Mr. Grundhoefer stated this district was not historic. Ms. Fleming asked if approved, what the next step would be. Chairman Ritz advised if approved today, it would proceed to City Council. Ms. D'Angelo clarified if approved, it would proceed to the CRA October meeting, then to a public hearing at the October Council meeting, then to the second reading and adoption at the November Council meeting. Ms. Gibson stated the intent of the way the overlay was written was to be very specific though not restrictive. The way it was envisioned to be implemented would be by the permitting staff who would have a checklist of all the overlay requirements which would also be available to any applicant. It would not have to be submitted to any boards, eliminating recent challenges to ARB due to ambiguous language. Chairman Ritz again emphasized there were no design styles in the overlay.

Mr. O'Hara stated he wished he could have given his 5 minutes to Ms. Chandler. He was concerned this was a slippery slope which would cause time and expense for those who want to develop in the downtown area. It would be hard to get developers to come in when you add another layer of guidelines, and these overlay guidelines were weighted toward residential development. The "shall" versus "should" issue was also concerning. More people are downtown, and traffic is becoming an issue, and these guidelines discourage driveways, allowing people to park in the front of their homes which means they park on the streets. He encouraged some sort of grace period prior to this going into effect since people are wanting to purchase and develop property now, and it is a lengthy process.

Mr. Wagley advised this was part of a national trend to protect the character of communities, and many cities have these similar standards. He stated this was the most public process of any LDC change, and he was happy to stay and answer any questions after the meeting. The City's CRA guiding document says form-based standards are necessary. DPZ was not from here and had no stake in it, but applied their professional knowledge in exploring the neighborhoods and capturing the DNA to write a code to protect what exists. He offered parking on the streets actually slowed traffic. Also, with a simple checklist, there would be no waiting for board approval which would keep bureaucracy down.

Ms. Lahayne who lives in East Hill found the attitude of the Board to be a little harsh. She stressed her lifesavings were in her home, and she along with her neighbors did not get a notification. She wanted to give her time to Ms. Chandler, but was instructed this was her time to address the Board. Chairman Ritz advised according to procedures, the speakers could not give their time to another person. He offered if he lived in the affected area and someone offered an idea which would capture the character of where he lived, as an architect he would tend to accept that. He also stated in looking at North Hill and Pensacola, he did not see many vacant properties, with North Hill having more stringent rules; people do go to places with codes like this. He stressed this has been an open process with many charrettes and clarified that the postcards were mailed to property owners of record listed on the tax rolls and not to the street address.
Ms. Gibson stated with regard to the CRA established in 1984, there was no intent to add any additional phase to this for other areas of the city. The CRA boundaries are from the waterfront to Cervantes Street, from 17th Avenue on the east, and to A Street on the west.
Chairman Ritz offered change by itself is not bad, and the change of this ordinance was to capture the character of Pensacola. The idea of the form-based code was to create the livable-walkable city, and in this case, the consultant was also trying to capture character and DNA of Pensacola, and he appreciated it from that standpoint. Developers would rather have rules to follow and a checklist from which to operate to assure their projects are approved. This Board has had the consensus in the past to support this ordinance. The revisions dealt with requests and comments coming from the public meeting in June. Mr. Grundhoefer remembered reviewing the entire document, making revisions and voting in favor of the ordinance, and the Board was ready at that time to recommend it to City Council. He explained he had not changed his position. He had also received several letters and emails in support and none in opposition.
Mr. Monk made a motion to approve as it stands, seconded by Mr. Grundhoefer. Ms. Campbell stated her only comment was that she was also supporting this ordinance. She advised she also lived in the ARB review district, and was leaning toward postponing this only because so many felt they were not informed. Chairman Ritz noted some citizens who spoke did not own property in the overlay zone which was why they did not receive notification. Mr. Grundhoefer received phone calls stating all the people in East Hill were up in arms because this would be a stepping stone to getting these requirements in East Hill, which could not be further from the truth. Through the same charrette system, the residents of East Hill could decide not to support this ordinance. Mr. Monk stressed the Board had done its part. Belmont DeVilliers began this conversation long ago, and a lot of homes had been torn down in the meantime, and the character of Pensacola was already changing and shifting. If people wanted to continue to object, they could do so at City Council, but now it was time to move on to the next phase. Ms. Campbell noted citizens had another vehicle with which to respond. **The vote then carried unanimously.** Chairman Ritz explained the ordinance would now proceed to City Council in October.

Open Forum – Chairman Ritz asked that the audience not speak to an agenda item which had already been decided. Mr. Monk exited the meeting which left the Board with no quorum.

Adjournment – With no further business, Chairman Ritz adjourned the meeting at 4:56 pm.

Respectfully Submitted,

Brandi C. Deese
Secretary to the Board

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00372 | City Council | 10/11/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Gerald Wingate

SUBJECT:

APPOINTMENT - PLANNING BOARD

RECOMMENDATION:

That City Council appoint an individual who is a resident of the city or owner of property in the city, to the Planning Board to fill the unexpired term of Victor L. Jordan, ending July 14, 2019.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This Board advises the City Council concerning the preparation, adoption, and amendment of the Comprehensive Plan; reviews and recommends to Council ordinances designed to promote orderly development as set forth in the Comprehensive Plan; hears applications and submits recommendations to Council on the following land use matters: proposed zoning changes, proposed amendments to zoning ordinance, proposed subdivision plats, proposed street/alley vacations. The Board initiates studies on the location, condition, and adequacy of specific facilities of the area, i.e., housing, parks, and public buildings. The Board schedules and conducts public meetings and hearings pertaining to land development.

The following individuals have been nominated:

Nominee	Nominated By
Patrick Boudreaux	Johnson
Linda Gray	Spencer
Laurie Murphy	Myers
Kirwan Price	Terhaar
Ryan N. Wiggins	Johnson, Terhaar, Wu

PRIOR ACTION:

City Council appoints members to the Planning Board on a biennial basis.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1) Member List
2) Nomination Form - Patrick Boudreaux
3) Application of Interest - Patrick Boudreaux
4) Nomination Form - Linda Gray
5) Application of Interest - Linda Gray
6) Nomination Form - Laurie Murphy
7) Application of Interest - Laurie Murphy
8) Bio - Laurie Murphy
9) Nomination Form - Kirwan Price
10) Application of Interest - Kirwan Price
11) Nomination Forms - Ryan N. Wiggins
12) Application of Interest - Ryan N. Wiggins
13) Bio - Ryan N. Wiggins
14) Ballot

PRESENTATION: No

Planning Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Campbell, Nina H.		Council	3	2018	7/14/2019	6/23/2011	2	
Grundhoefer, Danny	Architect	Council	0	2018	7/14/2019	5/12/2016	2	
Jordan, Victor L.	Transp. Planner (Retired)	Council	0	2018	7/14/2019	4/12/2018	2	
Larson, Kurt	Fire prevention	Council	3	2018	7/14/2019	6/23/2011	2	
Monk, Nathan	Clergy	Council	1	2018	7/14/2019	5/14/2015	2	
Moore, Jared		Council	0	2018	7/14/2019	2/9/2017	2	
Ritz, Paul	Architect	Council	7	2018	7/14/2019	6/23/2005	2	

Term Length: TWO YEAR TERMS

COMPOSED OF SEVEN (7) MEMBERS APPOINTED BY CITY COUNCIL . ONE APPOINTEE SHALL BE A LICENSED FLORIDA ARCHITECT. ALL MEMBERS SHALL BE RESIDENTS OR PROPERTY OWNERS OF THE CITY.

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Larry B. Johnson, do nominate Patrick Boudreaux
(Nominee)

_____ _____
(Home Address) (Phone)

_____ _____
(Business Address) (Phone)

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

for appointment by the City Council for the position of:

MEMBER
(CITY RESIDENT OR PROPERTY OWNER)
PLANNING BOARD

Provide a brief description of nominee's qualifications:

See attached application of interest.

_____
City Council Member

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

Ericka L. Burnett

Ericka L. Burnett, City Clerk

Application for 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	Patrick Boudreaux
Home Address	4115 Baisden Rd Pensacola, FL. 32503
Business Address	2107 Airport Blvd. Pensacola, FL. 32504
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	850-291-1001
Email Address	patboo@outlook.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?	Over 20 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Planning Board
Please list the reasons for your interest in this position:	I spent over 10 years on the Zoning Board of Adjustment. I would like to continue to contribute to the city and I think I would be a great fit on the Planning Board.
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, Brian Spencer, do nominate Linda Gray
(Nominee)

1910 N. 7th Avenue (03)
(Home Address)

561-931-9670
(Phone)

(Business Address)

(Phone)

gray9919@bellsouth.net
(Email Address)

City Resident: YES NO
Property Owner within the City: YES NO

for appointment by the City Council for the position of:

MEMBER
(CITY RESIDENT OR PROPERTY OWNER)
PLANNING BOARD

Provide a brief description of nominee's qualifications:

See attached application of interest.

City Council Member

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

Ericka L. Burnett, City Clerk

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

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(Section Break)

Personal Information

Name	LINDA GRAY
Home Address	1910 N 7TH AVENUE PENSACOLA FL 32503
Business Address	*Field not completed.*
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	561) 931-9670
Email Address	gray9919@bellsouth.net
Upload Resume (optional)	*Field not completed.*

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	6
If yes, how long have you been a City resident?	8 months
Do you own property within the City limits?	No
Are you a registered voter in the city?	Yes
Board(s) of interest:	Planning Board Community Redevelopment Agency
Please list the reasons for your interest in this position:	I would like to become connected with the city I grew up in, be a voice for my neighbors on matters that relates to our community, and to take a leadership role in focusing on specific problems and activities impacting our community. Pensacola is an amazing city and with the right team of individuals working together to improve the infrastructure of our city, we will be able to attract both new homeowners and businesses to our city.
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	Female
Race	African-American

Physically Disabled	No
	(Section Break)
Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Sherri Myers, do nominate Laurie Murphy
(Nominee)

10015 Scenie Hwy (14)
(Home Address)

850-292-5960
(Phone)

P.O. Box 13283 (91)
(Business Address)

(Phone)

laurie@npdessolutions.com
(Email Address)

City Resident: YES NO
Property Owner within the City: YES NO

for appointment by the City Council for the position of:

MEMBER
(CITY RESIDENT OR PROPERTY OWNER)
PLANNING BOARD

Provide a brief description of nominee's qualifications:

See attached application of interest. Highly qualified in storm water management, infrastructure, and land development code. See resume and qualification attached.

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

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

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(Section Break)

Personal Information	
Name	Laurie Murphy
Home Address	10015 Scenic Hwy Pensacola, FL 32514
Business Address	P.O. Box 13283 Pensacola, FL 32591
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	(850) 292-5960
Email Address	laurie@npdessolutions.com
Upload Resume (optional)	BIO.docx

(Section Break)

Details

Are you a City resident?	No
If yes, which district?	*Field not completed.*
If yes, how long have you been a City resident?	*Field not completed.*
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	No
Board(s) of interest:	Planning Board
Please list the reasons for your interest in this position:	As a stormwater expert I am interested in the land development code and sustainable development.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Climate Mitigation & Adaptation Task Force (Ending in November)
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?	Yes

(Section Break)

Diversity

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

Gender	Female
Race	Caucasian
Physically Disabled	No

(Section Break)

Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

BIOGRAPHY

Laurie Murphy is the Executive Director and Coastkeeper of Emerald Coastkeeper, a member of Waterkeeper Alliance. One of 320 global Waterkeeper grass roots organizations, Emerald Coastkeeper has been instrumental in the restoration and preservation of Carpenter's Creek and was awarded a Resolution from the City of Pensacola for her work. InWeekly Magazine also nominated her as one of Pensacola's 100 most influential people of 2017 and 2018.

Laurie is also the President of National NPDES Solutions, Inc. She is a Stormwater Inspector and certified by the state of Florida to teach and consult with municipalities, Industrial facilities and Construction General Contractors about maintaining compliance with their National Pollution Discharge Elimination System permit.

Laurie has a Bachelor of Science degree in Oceanography and Master's Certification in Geographical Information Science from the University of West Florida. She also has two professional certifications, Stormwater Management Inspector and Certified Stormwater Inspector.

She resides in the Pensacola area with her husband Pat. She has 5 children and 3 grandchildren.

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Andy Terhaar, do nominate Kiernan Price
(Nominee)

3187 Hyde Park Place
(Home Address)

8502072231
(Phone)

(Business Address)

(Phone)

Kiernanprice@bellsouth.net
(Email Address)

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

for appointment by the City Council for the position of:

MEMBER
(CITY RESIDENT OR PROPERTY OWNER)
PLANNING BOARD

Provide a brief description of nominee's qualifications:

City Council Member

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

Ericka L. Burnett

Ericka L. Burnett, City Clerk

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

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(Section Break)

Personal Information

Name	Kirwan B. Price
Home Address	3701 Swan Lane Pensacola, FL 32504
Business Address	*Field not completed.*
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	850 207 2231
Email Address	kirwanprice@bellsouth.net
Upload Resume (optional)	*Field not completed.*

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	1
If yes, how long have you been a City resident?	28 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Planning Board
Please list the reasons for your interest in this position:	I am an engaged citizen who would like to do my part to assist the Council in the preparation, adoption and amending of the Comprehensive Plan as well as make recommendations for various land use matters.
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.

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CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Larry B. Johnson, do nominate Ryan N. Wiggins
(Nominee)

1771 E. Mallory St
(Home Address)

850-728-1521
(Phone)

(Business Address)

(Phone)

(Email Address)

City Resident: YES NO
Property Owner within the City: YES NO

for appointment by the City Council for the position of:

MEMBER
(CITY RESIDENT OR PROPERTY OWNER)
PLANNING BOARD

Provide a brief description of nominee's qualifications:

See attached Application of Interest and bio.

City Council Member

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

Ericka L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Andy Terhaar, do nominate Ryan Nobles Wiggins
(Nominee)

1771 E Mallory St. Pensacola, FL 32503 — 850 728 1521
(Home Address) (Phone)

(Business Address) (Phone)

Ryan.N.Wiggins@gmail.com
(Email Address)

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

for appointment by the City Council for the position of:

MEMBER
(CITY RESIDENT OR PROPERTY OWNER)
PLANNING BOARD

Provide a brief description of nominee's qualifications:

Ryan is a multi generation Pensacolian who is actively involved in the community. She would be a huge asset to the Planning Board. See attached

City Council Member

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

Ericka L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, P.C. Wu, do nominate Ryan N. Wiggins
(Nominee)

1771 E. Mallory St.
(Home Address)

850-728-1521
(Phone)

(Business Address)

(Phone)

ryan.n.wiggins@gmail.com
(Email Address)

City Resident: YES NO
Property Owner within the City: YES NO

for appointment by the City Council for the position of:

MEMBER
(CITY RESIDENT OR PROPERTY OWNER)
PLANNING BOARD

Provide a brief description of nominee's qualifications:

See attached application of interest.

City Council Member

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

Ericka L. Burnett, City Clerk

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

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(Section Break)

Personal Information

Name	Ryan N Wiggins
Home Address	1771 E. Mallory St.
Business Address	*Field not completed.*
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	8507281521
Email Address	ryan.n.wiggins@gmail.com
Upload Resume (optional)	bio.doc

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	5
If yes, how long have you been a City resident?	lifetime
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Planning board
Please list the reasons for your interest in this position:	Recently, I had an issue come before the planning board. I understand first hand how important the board is but also, how important it is to have a citizen advocate on that board who has been there and knows the confusion and frustration that comes along with trying to navigate the process. My parents have instilled in me the importance of serving my community and I believe I could bring a unique voice to this board.
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	Female
Race	Caucasian

Physically Disabled	No
	(Section Break)
Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

About Ryan Wiggins

Ryan Wiggins is the owner of and chief strategist for Full Contact Strategies, LLC. Full Contact Strategies is a political media consulting firm specializing in political strategy, campaign communication, crisis communications, public affairs, issues management and media relations.

Ryan has more than a decade of experience in communications and public relations in government, including key positions with the Florida Department of Health, Florida Department of Children and Families, Office of the Attorney General, Florida Department of Transportation, the Executive Office of the Governor, and former Congressman Jeff Miller's office in Washington, DC.

As chief spokesperson for the Office of the Attorney General, Ryan managed state, national, and international media and messaging for both the legal challenge to Affordable Care Act and the media for the legal implications of the Deep Water Horizon (BP) oil spill for Florida.

In the 2014 Florida Legislative Session, Ryan spearheaded the media and strategic political efforts behind the passage of historic legislation in Florida, The Compassionate Medical Cannabis Act (SB 1030). The legislation, which is commonly referred to as "Charlotte's Web," legalized non-euphoric strains of cannabis for medical use. In 2018, she was instrumental in helping pass a law that ended child marriage in Florida. Ryan has extensive experience working with PACs and has also worked on numerous successful legislative campaigns.

Ryan is a native Floridian. She is a graduate of Florida State University and holds a MA in strategic political communications from the University of West Florida and a MA in politics and public policy from the George Washington University.

She and her husband Jonathon reside in Pensacola and have two sons.

###

Ballot – Planning Board
October 11, 2018
Unexpired term of Victor L. Jordan, ending July 14, 2019

_____ Patrick Boudreaux

_____ Linda Gray

_____ Laurie Murphy

_____ Kirwan Price

_____ Ryan N. Wiggins

_____ _____

Vote for One

Signed: _____
Council Member

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00384 | City Council | 10/11/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PROPOSED PURCHASE AND SALE AGREEMENT PARCELS I, IA AND III INCLUDED IN THE SEVILLE HARBOUR LEASE

RECOMMENDATION:

That City Council approve the Purchase and Sale Agreement submitted by Seville Harbour, Inc. to the City for the purchase of Parcels I, IA and III included in the Seville Harbour lease subject to City Council adoption of Proposed Ordinance 28-18 on final reading. Further, that City Council authorize the Mayor to execute all agreements and take all action necessary to complete the transaction.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Seville Harbour, Inc. has requested that City Council approve the Purchase and Sale Agreement for Parcels I, IA and III included in the Seville Harbour Lease for the purchase price of $725,000. The sales price is based on the current appraised value of the property based on the June 6, 2018 appraisal by Fruitticher Lowery Appraisal Group. The property is currently leased by the purchaser and will be sold “as is”.

The sales contract and closing documents require that the purchaser begin construction on a $2,000,000 breakwater and other improvements no later than December 31, 2021 and that such breakwater and other improvements must be completed by December 31, 2023. The purchaser is entitled to assign the sales contract to an entity owned or controlled by Ray Russenberger. This sale is being proposed utilizing the direct negotiation option as provided for in City Council’s Policy for Disposition of City Owned Real Property.

John Daniel of Beggs & Lane RLLP will be present to review the terms of the proposed sales contract.

PRIOR ACTION:

September 18, 1985 - The City initially entered into the 30 year Pitt Slip Lease for Parcel IA, I and III and there have been several amendments to the original lease since that time and several assignments related thereto.

FUNDING:

N/A

FINANCIAL IMPACT:

All revenue from the sale of the property when received will be placed in the City's Housing Initiatives Fund.

CITY ATTORNEY REVIEW: Yes

10/2/2018

STAFF CONTACT:

Keith Wilkins, City Administrator

ATTACHMENTS:

1) Pitt Slip Parcels I, IA and III Appraisal dated June 6, 2018
2) Purchase and Sale Agreement - to be distributed

PRESENTATION: Yes

PIT SLIP MARINA & FISH HOUSE PROPERTY
LEASED FEE VALUATION
600 SOUTH BARRACKS STREET
PENSACOLA, FLORIDA

PART ONE: INTRODUCTION

APPRAISAL REPORT

TITLE PAGE

PROJECT NAME

Pitt Slip Marina & Fish House Property

LOCATION

600 South Barracks Street
Pensacola, Florida

DATE OF VALUE	**DATE OF REPORT**
June 4, 2018	June 6, 2018

PREPARED FOR

The City of Pensacola
Attn: Eric Olson, City Administrator
200 East Government Street
Pensacola, Florida 32502

Fruitticher Lowery Appraisal Group
3000 Langley Avenue, Suite 402
Pensacola, Florida 32504

FRUITTICHER - LOWERY
APPRAISAL GROUP

3000 LANGLEY AVENUE * SUITE 402 * PENSACOLA, FLORIDA 32504 * (850) 477-0419 FAX (850)477-7931

June 6, 2018

The City of Pensacola
Attn: Eric Olson, City Administrator
200 East Government Street
Pensacola, Florida 32502

Letter of Transmittal

RE: An Appraisal Report of the Leased Fee Ownership Interest in the Pitt Slip Marina and Fish House Property Located at 600 South Barracks Street in Pensacola, Florida

Dear Mr. Olson:

At the request of your attorney Nixon Daniel, an inspection has been made of the above referenced property for the purpose of estimating the current market value of the leased fee ownership interest. In compliance with the "Uniform Standards of Professional Appraisal Practice", this letter of transmittal is followed by an appraisal report in which all applicable approaches to value are used and with the value conclusion reflecting all known information about the subject property, current and projected market conditions, and other available data. This report contains to the fullest extent possible and practical, explanations of the data, reasoning and analysis used to develop the opinion of value. It also includes thorough descriptions of the subject property, the property's locale, the market for the property type, and my opinion of highest and best use.

Market value will be defined in the appraisal report, but basically assumes a willing buyer-seller, both knowledgeable of the subject real estate market and with the valuation at the property's highest and best use. Both exposure and marketing time periods are estimated to be between six to twelve months. I have had no other real estate dealings with the property in the previous three years.

RODGER K.LOWERY, MAI
State-Certified General Real Estate Appraiser
FL #RZ0001922 * AL #G00445

Appraisal Institute MAI

TOM FRUITTICHER, MAI
State-Certified General Real Estate Appraiser
FL #RZ0002029 * AL #G00788

Subject to the above and the limiting conditions and certification as set forth herein, it is my opinion that the market value of the Leased Fee Estate of the Pitt Slip Marina and Fish House Property as of the last date of inspection, June 4, 2018, was:

SEVEN HUNDRED TWENTY FIVE THOUSAND DOLLARS
$725,000
(Leased Fee Market Value)

The above value is the value of the leased fee estate ownership interest considering there are 27 years remaining on the existing lease. This value represents the value a buyer could pay for the City of Pensacola's interest and realize a required return on the investment.

I hereby certify I have no interest, present or contemplated, in the appraised property. This appraisal has been prepared utilizing all of the requirements set forth as Standards for Real Estate Appraisals as established for federally related transactions and the State of Florida. The appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). The fee for this appraisal was not based on a minimum value nor was the assignment undertaken based on a pre-determined value or guaranteed loan amount.

I appreciate the opportunity of doing this work for you and your client. After your review, should you have questions, please call.

Respectfully submitted,

Tom Fruitticher, MAI
State-Certified General Real Estate Appraiser #2029
Email – Tom@flag1.net
Contact Phone – 850-477-0419

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CERTIFICATION

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

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- I have not performed any other previous appraisals of the subject property, an appraisal review involving the subject property nor an appraisal consulting assignment involving the subject property within the three years prior to this assignment.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have completed the continuing education program of the Appraisal Institute.
- As of the date of this report, I have completed the Standards and Ethics Education Requirement of the Appraisal Institute for Associate Members.
- The subject of this appraisal report is identified as the Pitt Slip Marina and Fish House property located at 600 South Barracks Street in Pensacola, Florida. The estimated leased fee estate value (the value of the City of Pensacola's ownership interest) of the real estate as of the current date of June 4, 2018 under was $725,000, which considers the lease rate for the next 27 years will remain at the current rates.

Tom Fruitticher, MAI
State-Certified General Real Estate Appraiser RZ#2029

SUMMARY OF IMPORTANT CONCLUSIONS

PREPARED FOR:	The City of Pensacola
OWNERSHIP:	The leased fee ownership interest is owned by the City of Pensacola and the leasehold ownership interest is owned by Seville Harbour who has sublet the majority of Parcel 1-A to Merrill Land, LLC.
USE OF APPRAISAL:	This appraisal is being prepared for the purchase negotiations of the leased fee estate.
PROPERTY LOCATION:	The subject property is located at 600 South Barracks Street which is just south of Main Street in the City of Pensacola, Florida.
SITE SIZE:	According to the survey and legal descriptions provided, the property includes a total land area of 10.651 acres or 463,957 square feet, of which approximately 8.529 acres or 371,523 square feet is submerged land and 2.122 acres or 92,434 is uplands.
IMPROVEMENTS:	The upland area is currently improved with an elevated, two story, mixed use building that includes a total leasable area of 19,743 square feet. There is covered parking below the building and the other areas are improved with asphalt paved and gravel parking areas. The submerged land is currently partially improved with a floating marina facility that is in need of some repair. The building was constructed in 1987 and has a current estimated effective age of about 23 years and is in average condition.
ZONING:	The site is zoned “SSD” Site Specific Zoning District. The current improvements were approved by the City and are a legally conforming use of the land.
ENVIRONMENTAL CONCERNS:	The property is located next to the Port of Pensacola, which is an industrial facility. I was not provided with an environmental report but it is suggested that one be conducted to identify any problems that may exist with the property; however, this report is being conducted under the assumption that no problems exist. Should this be shown to be false, the value would be affected.

Summary of Important Conclusions (Cont'd.)

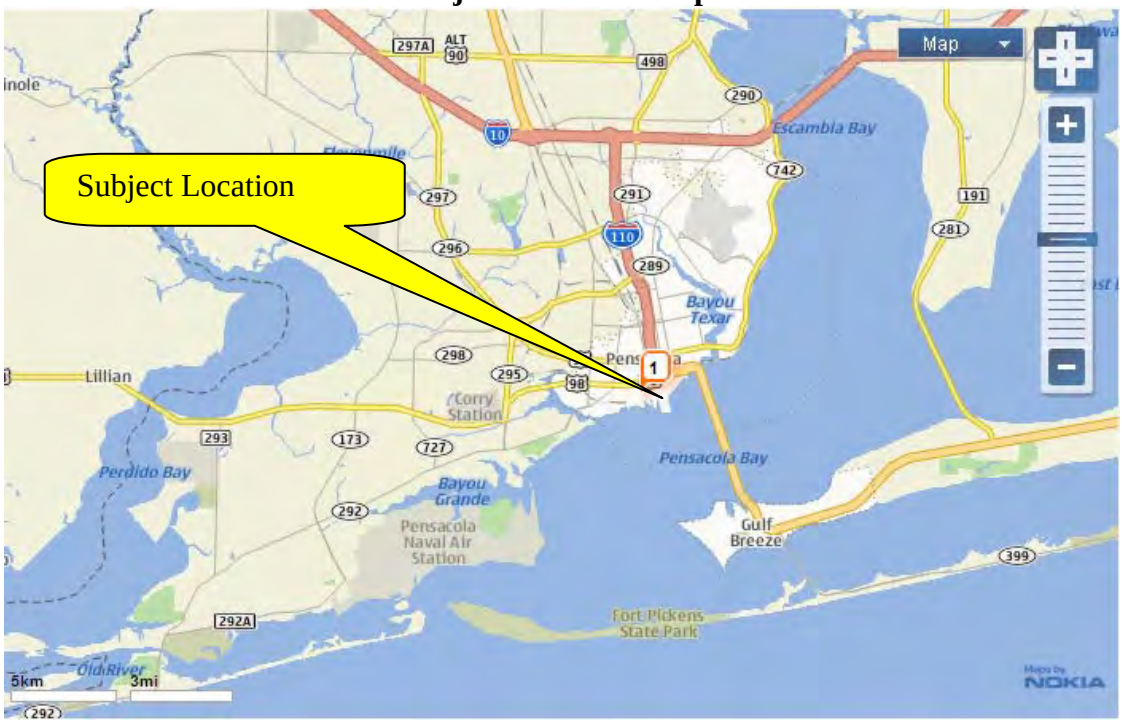
HIGHEST AND BEST USE:	The highest and best use of the parcel would be a continued commercial use that would take advantage of the available water front and views.
DATE OF VALUE:	June 4, 2018 (Last Date of Inspection)
ASSESSED VALUE:	The land is assessed as two parcels with a combined assessed value of $2,077,523 and the annual taxes are indicated to be $41,770.08. The 2017 taxes for a portion of the property are currently past due.
PROPERTY RIGHTS APPRAISED:	Leased Fee (City of Pensacola's Ownership Interest)

Subject to the above and the limiting conditions and certification as set forth herein, it is my opinion that the market value of the Leased Fee Estate of the Pitt Slip Marina and Fish House Property as of the last date of inspection, June 4, 2018, was:

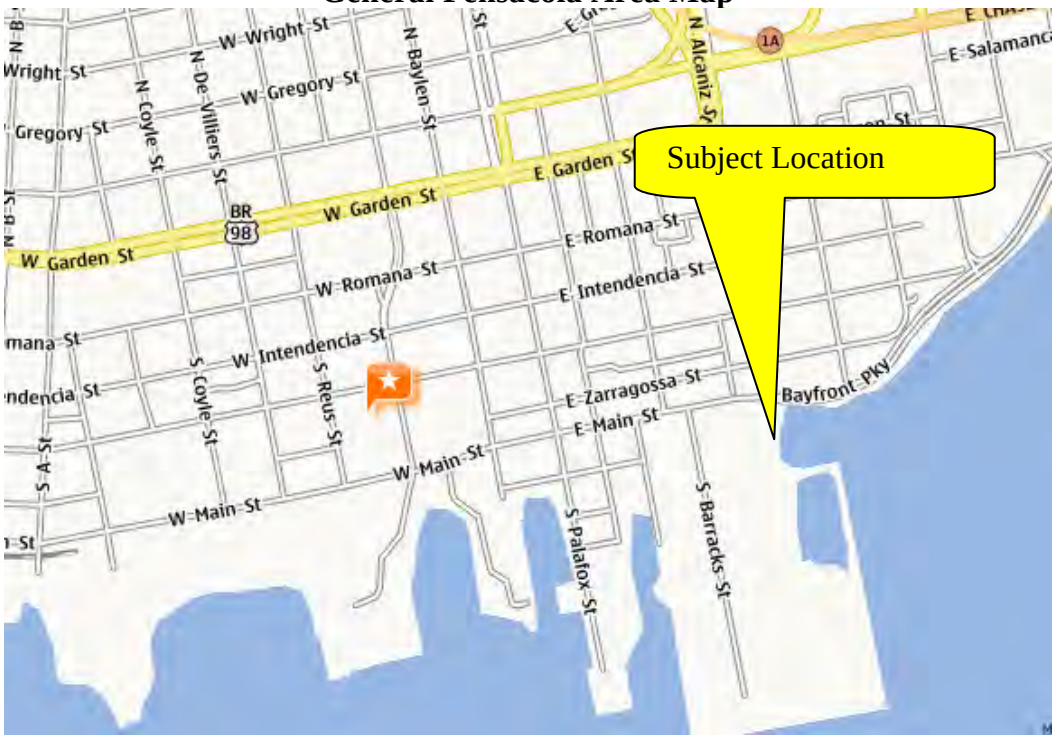
SEVEN HUNDRED TWENTY FIVE THOUSAND DOLLARS
$725,000
(Leased Fee Market Value)

The above value is the value of the leased fee estate ownership interest considering there are 27 years remaining on the existing lease. This value represents the value a buyer could pay for the City of Pensacola's interest and realize a required return on the investment.

Subject Location Maps



General Pensacola Area Map



Downtown Pensacola

Subject Photos

Aerial Photo

Subject Photo

PART TWO: PREMISES OF THE APPRAISAL

ASSUMPTIONS AND LIMITING CONDITIONS

1. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
2. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
3. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
9. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
10. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
11. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
12. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

ASSUMPTIONS AND LIMITING CONDITIONS (Cont'd.)

13. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
14. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
15. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations of land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
16. The value indication is based on the extraordinary assumption that there are no environmental problems with the property.

POLICY STATEMENT OF THE APPRAISAL INSTITUTE

1. It is improper to base a conclusion or opinion of value upon the premise that the racial, ethnic or religious homogeneity of the inhabitants of an area or of a property is necessary for maximum value.

2. Racial, religious, and ethnic factors are deemed unreliable predictors of value trends or price variance.

3. It is improper to base a conclusion or opinion of value or a conclusion with respect to neighborhood trends upon stereotyped or biased presumptions relating to the effective age or remaining life of the property being appraised or the life expectancy of the neighborhood in which it is located.

PURPOSE OF APPRAISAL

The purpose of this appraisal is to estimate the current and prospective market value of the leased fee interest of the subject property. The objective of this report is to present the data and reasoning used to form this opinion of value.

USE OF APPRAISAL

This appraisal is being prepared for use by the client and lease fee property owner for sale/purchase negotiation purposes.

MARKET VALUE DEFINITION AND IMPLICATIONS

The following definition of market value is used by agencies that regulate federally insured financial institutions in the United States:

> "The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
>
> A. Buyer and seller are typically motivated;
>
> B. Both parties are well informed or well advised and each acting in what they consider their own best interest;
>
> C. A reasonable time is allowed for exposure in the open market;
>
> D. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto;
>
> E. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."[1]

[1] Appraisal Institute, *The Appraisal of Real Estate*, 13th Edition. (Chicago, Illinois: Appraisal Institute, 2008), pg. 24-25 & 12 CFR Part 34.42 (g).

DATE OF VALUE AND OF PROPERTY INSPECTIONS

The property was last inspected on June 4, 2018 which is also the current date of value. This report is being prepared on June 6, 2018.

PROPERTY RIGHTS APPRAISED

The property rights appraised are those of a Leased Fee Estate. “Leased Fee Estate” has been defined as:

> "An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the leased fee are specified by contract terms contained within the lease"[2]

[2] Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 4th Edition. (Chicago, Illinois: Appraisal Institute, 2002), pg. 204.

SCOPE OF THE APPRAISAL

In an effort to meet your requirements as well as conforming to the Uniform Standards of Professional Appraisal Practice (USPAP), a visual inspection was made of the subject land and improvements. Notes were taken of the property for the description write-ups found within this report. Further, I was provided with a survey identifying land size information that is being relied upon as being accurate. I was also provided with the land lease details, which are also being relied on for rental information and building size information.

In addition to the physical inspection, research was conducted on a regional and neighborhood basis in an effort to identify trends and factors, which have an effect on area property values. Once these trends and factors were identified, a highest and best use analysis was conducted.

The City of Pensacola (the land's leased fee owner) has a lease in place for the subject land and Seville Harbour, Inc. is the leasehold owner who has sublet the majority of Parcel 1-A to Merrill Land, LLC. As this is the valuation of the leased fee ownership position, the only approach to value that would result in a reliable value opinion is the income approach. A discounted cash flow analysis will be conducted in the income approach, wherein the City's expected income stream over the next 27 years will be discounted back to a present value utilizing an appropriate present value factor. In addition, the reversion value of the property (the expected fee simple value) at the end of the holding period will also be discounted back to a present value and added to the income stream discounted value resulting in the final value opinion of the leased fee ownership position. This value would be the value that the City of Pensacola could expect to receive if they placed the property on the market for sale. As no reasonable appraiser would utilize the cost and sales comparison approaches to value in the appraisal of the leased fee ownership interest, their elimination would not result in a less reliable value indication.

Scope of the Appraisal (Cont'd.)

This report was prepared for the City of Pensacola, who is also the intended user. The intended use is for sale/purchase negotiations. The date of value is the last date of inspection, which was June 4, 2018. The value opinion is that of the Leased Fee Interest.

PART THREE: PRESENTATION OF DATA

IDENTIFICATION OF THE PROPERTY

PROPERTY ADDRESS: The subject property is located at 600 South Barracks Street which is just south of Main Street in the City of Pensacola, Florida.

CURRENT OWNER OF RECORD: The current owner of the leased fee ownership position is identified as the City of Pensacola and the owner of the leasehold ownership position is Seville Harbour, Inc formally known as South Florida Marine Investors, Inc. who has sublet the majority of Parcel 1-A to Merrill Land, LLC.

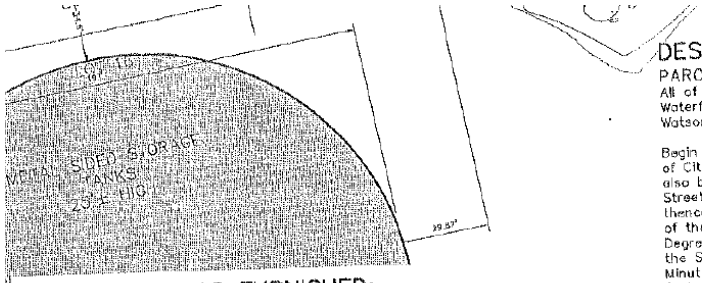
TYPE OF OWNERSHIP: Leased Fee Interest

PHYSICAL: According to the survey and legal descriptions provided, the property includes a total land area of 10.651 acres or 463,957 square feet, of which approximately 8.529 acres or 371,523 square feet is submerged land and 2.122 acres or 92,434 is uplands.

The upland area is currently improved with an elevated, two story, mixed use building that includes a total leasable area of 19,743 square feet. There is covered parking below the building and the other areas are improved with asphalt paved and gravel parking areas. The building was constructed in 1987 and has a current estimated effective age of about 23 years and is in average condition. The submerged land is currently partially improved with a floating marina facility that is in need of repairs.

LEGAL DESCRIPTION: The following legal description was obtained from a survey conducted by Northwest Florida Engineering & Surveying, dated 10/18/96 (Project No. 7900-96).

Legal Description



DESCRIPTION AS FURNISHED:

PARCEL I

Begin at the Southwest corner of Block 8, Waterfront Grant, according to map of City of Pensacola by Thomas C. Watson, copyrighted in 1906, said point also being the intersection of the Easterly right-of-way line of Barracks Street (60' R/W) and the Northerly right-of-way line of Magnolia Street (60' R/W); thence go North 79 Degrees 25 Minutes 49 Seconds east along the aforesaid Northerly right-of-way line a distance of 175.00 feet; thence go North 10 Degrees 34 Minutes 11 Seconds West a distance of 280.00 feet; thence go North 79 Degrees 25 Minutes 49 Seconds east a distance of 135.00 feet; thence go north 10 Degrees 34 Minutes 11 Seconds West a distance of 30.00 feet; thence go North 79 Degrees 25 Minutes 49 Seconds East a distance of 827.08 feet; thence go South 10 Degrees 34 Minutes 11 Seconds East a distance of 310.00 feet; thence go South 59 Degrees 34 Minutes 30 Seconds West a distance of 191.38 feet; thence go South 79 Degrees 25 Minutes 49 Seconds West a distance of 347.08 feet; thence go South 10 Degrees 34 Minutes 11 Seconds East a distance of 95.00 feet; thence go South 79 Degrees 25 Minutes 49 Seconds West a distance of 123.00 feet; thence go North 10 Degrees 34 Minutes 11 Seconds West a distance of 100.00 feet; thence go South 79 Degrees 25 Minutes 49 Seconds West a distance of 487.00 feet to the Northwest corner of Block 17, Waterfront Grant, according to the aforesaid map of the City of Pensacola, said point also being the intersection of the Southerly right-of-way line of Magnolia Street (60' R/W) and the aforesaid easterly right-of-way line of Barracks Street; thence go North 10 Degrees 34 Minutes 11 Seconds west along the aforesaid Easterly right-of-way line a distance of 60.00 feet to the point of beginning, the above described parcel of land is situated in Section 46, Township 2 South, Range 30 West, Escambia County, Florida and contains 8.529 acres,

DESCRIPTION AS FURNISHED:

PARCEL I-A

All of Lots 1-10, 21 and 22, and the West 20 feet of Lots 11-20, Block 8, Waterfront Grant, according to map of City of Pensacola by Thomas C. Watson, copyrighted in 1906. More particularly described as follows:

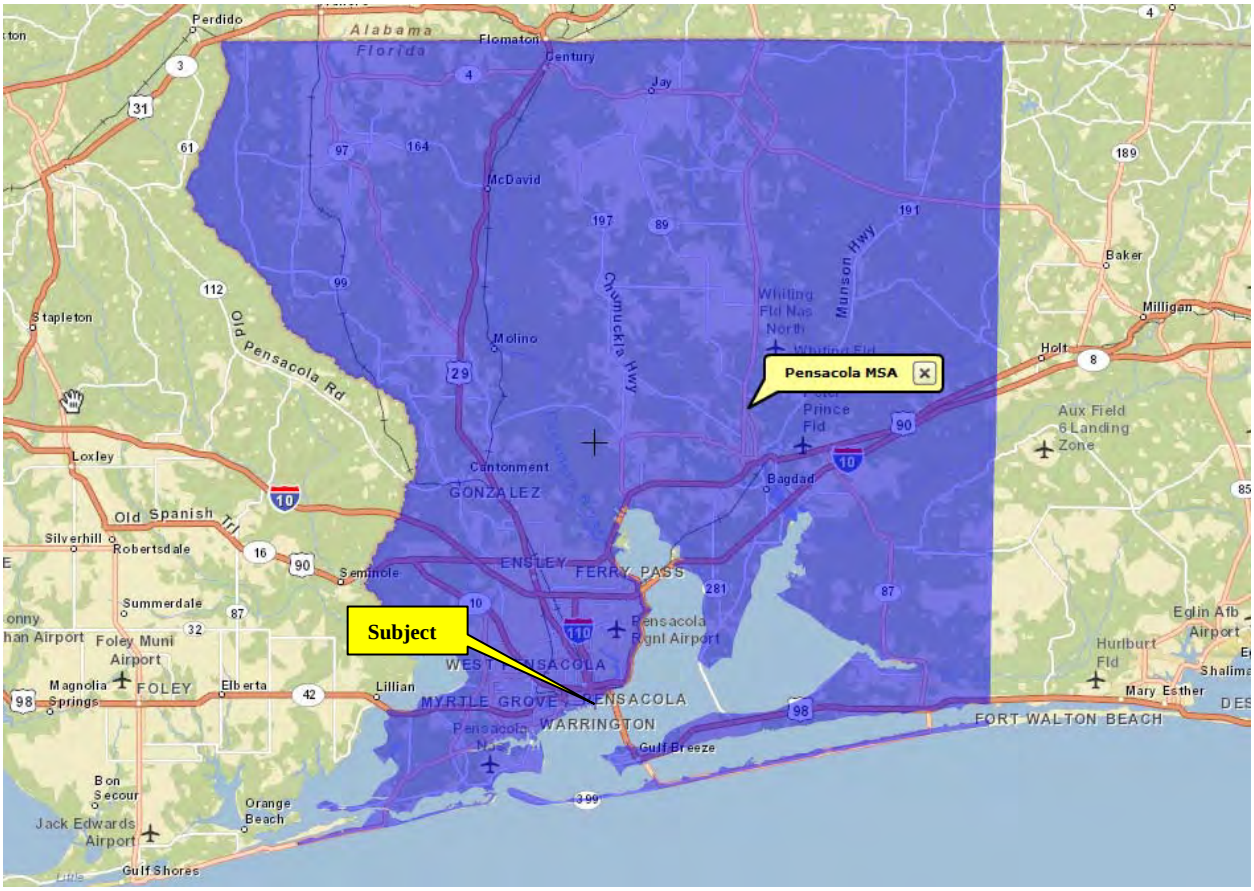
Begin at the Northwest corner Block 8, Waterfront Grant according to map of City of Pensacola by Thomas C. Watson, copyrighted in 1906, said point also being the intersection of the Easterly right-of-way line of Barracks Street (60' R/W) and the South right-of-way line of Cedar Street (60' R/W); thence go North 79 Degrees 25 Minutes 49 Seconds East along the North line of the aforesaid Block 8 a distance of 175.00 feet; thence go South 10 Degrees 34 Minutes 11 Seconds East a distance of 250.00 feet to a point on the South line of the aforesaid Block 8; thence go South 79 Degrees 25 Minutes 49 Seconds West along the aforesaid South line a distance of 175.00 feet to a point on the aforesaid Easterly right-of-way line of Barracks Street; thence go North 10 Degrees 34 Minutes 11 Seconds West along the aforesaid Easterly right-of-way line a distance of 250.00 feet to the point of beginning. The above described parcel is situated in Section 46, Township 2 South, Range 30 West, Escambia County, Florida and contains 1.004 acres.

PARCEL III

All of Lots 1-4, 11-14 and a portion of Lot 21, Block 17, all of Lots 1-4 and a portion of Lots 11-14, Block 18, and a portion of Adams Street, Waterfront Grant, according to map of City of Pensacola by Thomas C. Watson, copyrighted in 1906, more particularly described as follows:

Begin at the Northwest corner of Block 17, Waterfront Grant, according to map of City of Pensacola by Thomas C. Watson, copyrighted in 1906, said point also being the intersection of the Easterly right-of-way line of Barracks Street (60' R/W) and the Southerly right-of-way line of Magnolia Street (60' R/W); thence go North 79 Degrees 25 Minutes 49 Seconds East along the aforesaid Southerly right-of-way line of Magnolia Street (60' R/W) a distance of 487.00 feet; thence go South 10 Degrees 34 Minutes 11 Seconds East a distance of 100.00 feet; thence go South 79 Degrees 25 Minutes 49 Seconds West a distance of 487.00 feet to a point on the aforesaid Easterly right-of-way of Barracks Street (60' R/W); thence go North 10 Degrees 34 Minutes 11 Seconds west along the aforesaid Easterly right-of-way line of Barracks Street (60' R/W) a distance of 100.00 feet to the point of beginning. The above described parcel of land is situated in Section 46, Township 2 South, Range 30 West, Escambia County, Florida and contains 1.118 acres.

GENERAL AREA LOCATION MAP



GENERAL AREA DATA

There are four basic interrelated forces that influence the value of a property: Social/population trends; economic changes and adjustments; governmental controls and regulations; and physical or environmental changes. These forces are considered in every phase of the evaluation and valuation process but are best discussed in the General Area Data and Neighborhood Data sections of the report. The subject's general area is considered the Pensacola Metropolitan Statistical Area (MSA), which includes the City of Pensacola and the nearby communities of Cantonment, Pace, Milton, and Gulf Breeze, located in Escambia and Santa Rosa Counties. The interrelated forces influencing this general area, as listed above, follow:

GENERAL AREA DATA (Cont'd.)

SOCIAL/POPULATION

Among the more important factors in a market study are the area population trends and the factors that affect the expected future population. The information obtained for the subject's market area of the Pensacola MSA, which consists of Escambia and Santa Rosa counties, was obtained from the *United States Census Bureau* and updated through the *Site To Do Business*.

The Pensacola MSA has a year 2017 population estimate of 489,423, based on projections by ESRI and quoted by the *STDB (Site to do Business)* which is up from the 2010 Census of 448,991. This average increase per year of 1.3% is expected to continue into the future with current estimates for the year 2022 being 517,438. The average household size is 2.48 people per residence and there currently are an estimated total of 216,059 housing units of which 55.6% are owner occupied, 30.8% are renter occupied and 13.6% are vacant. The number of vacancies may be somewhat misleading, as many of the beach properties are only seasonally occupied. The median household income for 2017 is indicated to be $50,469.

The population increase for the Pensacola MSA over the next five years is expected to be 28,015 people. This translates to the need for 11,296 new households (2,259/Year) over the next five years. The median house value in the community is $163,555. Considering the median household income along with the average rule-of-thumb that 25% of the household income can go toward a mortgage, would indicate approximately $12,617 ($1,051/month) can be used for mortgage payments in the median household. Considering a 4.5% interest rate, monthly payments of $1,051 and a 30 year amortization, the median household can afford a mortgage in the amount of $207,427 and considering a 10% down payment, the median household could afford a home of about $230,474. As this is well above the currently indicated median home value, there is room for continued home value increases.

GENERAL AREA DATA (Cont'd.)

As stated, the beach area condominium market is largely made up of absentee owners. Looking at a list of owners from a typical development such as the Emerald Isle Condominium shows owners from Indiana, Louisiana, Florida, Virginia, Georgia, Washington, Tennessee, Arkansas, Alabama and Mississippi, to name a few. As the condominium market is made up of such a large segment of the United States population, local single-family housing occupancy statistics would have little impact on condominium prices.

As with most markets, the Escambia County/Santa Rosa County general area experienced a housing bubble between 2004 and 2005. In an effort to demonstrate the current status of the Escambia and Santa Rosa housing market, statistical information was obtained from the Pensacola Association of Realtors' Multiple Listing Service (PARMLS). While the PARMLS does not account for all sales, it is a good representation of what is going on in the local market. PARMLS sales for condominiums, single-family homes, and residential lots (< 1/2 acre) were researched within the two-county area and included in the following chart.

Average Sales Trends						
Year	**Condo Sales**		**Single-Family Sales**		**Resid. Land (< ½ Acre)**	
	# Sales	**Average $**	**# Sales**	**Average $**	**# Sales**	**Average $**
2000	382	$161,598	4,613	$122,217	401	$45,957
2001	403	$168,911	4,985	$122,912	464	$46,960
2002	528	$200,121	5,848	$130,036	669	$53,323
2003	693	$270,403	6,548	$138,965	776	$59,831
2004	728	$362,597	7,145	$160,720	1,250	$77,397
2005	581	$433,302	7,363	$193,541	933	$117,890
2006	496	$466,266	6,181	$191,681	442	$74,570
2007	473	$464,035	5,053	$189,213	271	$80,055
2008	352	$457,653	4,035	$176,619	181	$97,985
2009	432	$320,678	4,213	$163,707	165	$68,990
2010	358	$290,072	3,843	$155,025	261	$75,167
2011	494	$283,460	3,883	$155,957	235	$70,922
2012	490	$287,872	3,918	$158,090	354	$61,061
2013	570	$293,065	5,104	$165,551	408	$67,883
2014	629	$290,572	6,073	$168,032	318	$74,700
2015	673	$325,909	6,881	$180,663	450	$76,674
2016	649	$332,410	7,640	$187,750	466	$72,156
2017	749	$415,904	7,955	$208,869	570	$73,913
2018* Active Listings	317	$490,090	2,688	$305,741	862	$80,725

*As of 4/2018

GENERAL AREA DATA (Cont'd.)

Sale prices in all categories peaked around 2005 and 2006 and have begun to rebound. The 2017 average for condos is still about 10% below the peak but there have been three years of steady increases. The 2017 average for single family homes is about 8% above the 2005 peak and there have been 7 years of steady increases, indicating the single family market has fully rebounded. The 2017 average for residential lots under ½ acre in size is still about 37% below the peak and while values have fluctuated in recent years, they are considered to be fairly stable.

According to the PARMLS, as of April of 2018 there were 317 condo units listed in the two-county area, which represents an inventory of about 5 months based on the 2017 monthly absorption of about 62.4 condominiums per month. Area Realtors indicate there is a lack of condominium supply and new inventory is needed. At the present time there are several new condominium developments under construction or planned in the Pensacola MSA to help meet the current demand. With good demand and a limited supply, condo values can be expected to continue to increase.

According to the PARMLS, as of April of 2018 there were 2,688 single-family homes listed in the two-county area, which represents an inventory of about 4 months based on the 2017 absorption of 663 homes per month. Area economists Rick Harper indicated new home construction is necessary once housing inventories reach a nine-month supply, and there is new construction currently taking place in the area to meet the demand, which is aiding in area lot absorption increases. With good demand and a limited supply, home values can be expected to continue to increase.

There were 862 single-family lots (<1/2 acre) listed in the PARMLS as of April of 2018 within the two-county area. The 2017 lot absorption rate was about 47.5 sales per month, and considering the current listings, there is just over a 18 month inventory; however, with the increasing population and the need for 2,259 new homes per year, this inventory is more likely going to be much less than projected based on MLS sales. Area developers have recognized the need for new subdivisions based on the population growth and are actively developing new subdivisions and apartments, with the majority of this growth being in the northwestern Pensacola area near the growing Navy Federal Campus.

GENERAL AREA DATA (Cont'd.)

Some of the motivation behind the area population growth is the area military bases. The U.S. Government has been downsizing and closing military bases all over the world as well as within this country. Rather than being downsized, the Pensacola area bases have been realizing net gains as departments and personnel from closed bases are being relocated to this area. In 2017, the Santa Rosa Economic Development Council website http://www.santarosaedo.com/page/military/ stated there were more than 16,000 military personnel and 9,400 civilians working in the Escambia and Santa Rosa County areas and they contribute approximately $1.2 billion to the local economies annually. The Coast Guard also recently announced that it will be relocating two 210 foot Coast Guard Cutters to the Pensacola Naval Air Station and a 225 foot Seagoing Buoy Tenter. These ships will be bring with them about 152 new families to the area.

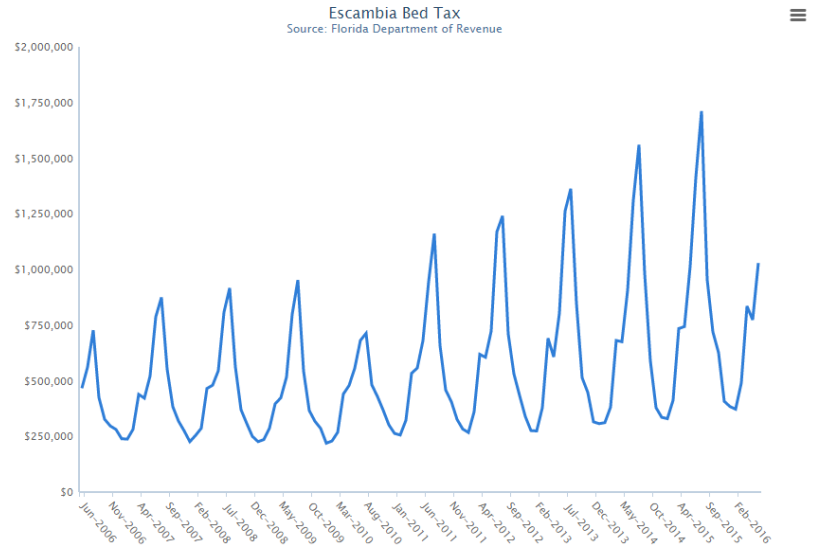
An additional explanation behind the Pensacola area growth is the location in the "Sunbelt" along the Gulf Coast of Florida. The sugar white beaches and clear waters of the Gulf of Mexico attract thousands of visitors every year. Realizing the area benefits (year-round sunshine, warm temperatures, no snow); many of these visitors choose to make Pensacola their permanent home.

Tourism in the general area is one of the largest industries, along with the military. To capitalize from the growing number of tourist, the county has a local "bed tax" that produces additional revenue from the number of tourist staying in the various hotels and motels throughout the county. As reported by the Clerk of the Circuit Court's Office of Escambia County and Santa Rosa County and reported by the Haas Center at UWF, the area has been realizing steady tourism growth since 2010. The 2017 tourism sales are said to be about 8% above the 2016 numbers, indicating a very robust and growing tourist industry. The past years Tourist Development tax Collection Data for the Pensacola MSA follows.

GENERAL AREA DATA (Cont'd.)

Labor Markets | Economic Indicators

Select an county: Escambia

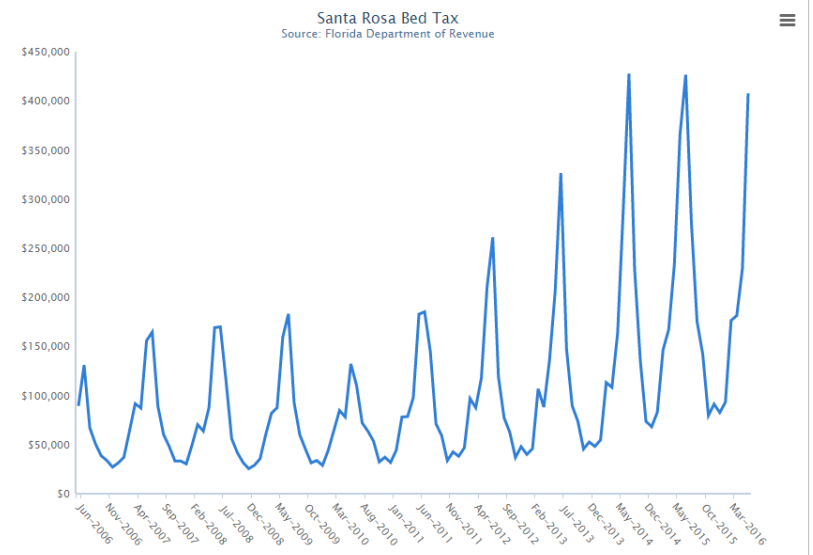


	Feb-2016	Mar-2016	Apr-2016	May-2016	Jun-2016
Escambia Bed Tax	$372,197	$489,970	$835,430	$773,475	$1,029,008
Percent Change (YoY)	12.8 %	18.8 %	13.8 %	4.0 %	1.6 %

County Level Data

Labor Markets | Economic Indicators

Select an county: Santa Rosa



	Feb-2016	Mar-2016	Apr-2016	May-2016	Jun-2016
Santa Rosa Bed Tax	$93,197	$176,357	$181,379	$229,637	$407,618
Percent Change (YoY)	12.4 %	20.7 %	8.6 %	-1.6 %	11.5 %

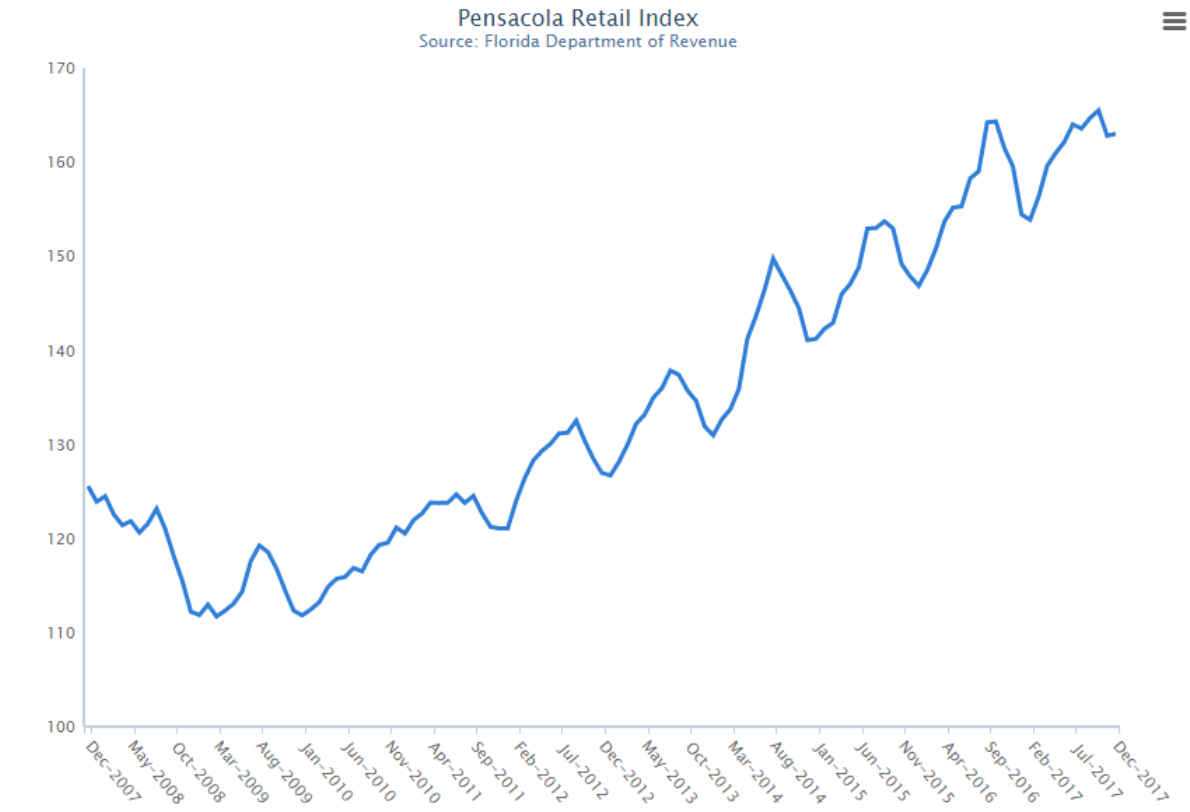
GENERAL AREA DATA (Cont'd.)

As illustrated by graph below, the Pensacola MSA retail index has been increasing since 2009. The average rate of increase is currently about 2% Month over month.

MSA Level Data

Labor Markets | Economic Indicators

Retail Index | Bed Tax | **Select an MSA:** Pensacola

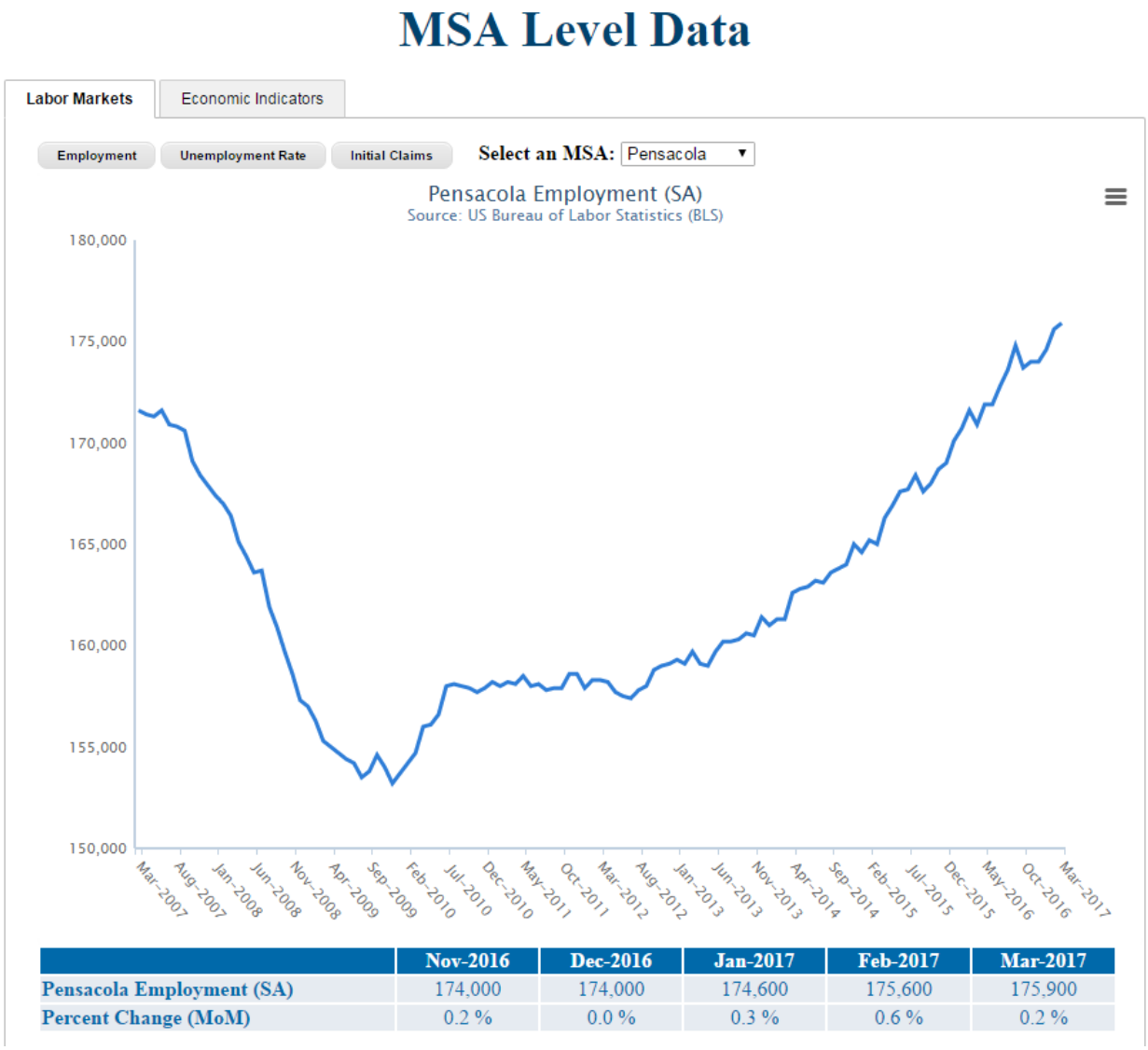


	Aug-2017	Sep-2017	Oct-2017	Nov-2017	Dec-2017
Pensacola Retail Index	164	165	166	163	163
Percent Change (MoM)	-0.3 %	0.7 %	0.5 %	-1.6 %	0.1 %

Source: Haas Center for Business Research and Economic Development

GENERAL AREA DATA (Cont'd.)

According to the Haas Center, the business cycle index for the Pensacola MSA appears to be increasing since the recent recession. The following graph also shows that job growth is taking place and has now surpassed the levels prior to the recession. The employment rates graph follows.



	Nov-2016	Dec-2016	Jan-2017	Feb-2017	Mar-2017
Pensacola Employment (SA)	174,000	174,000	174,600	175,600	175,900
Percent Change (MoM)	0.2 %	0.0 %	0.3 %	0.6 %	0.2 %

Source: HAAS Center

GENERAL AREA DATA (Cont'd.)

ECONOMIC CHANGE AND ADJUSTMENTS

In addition to considering the area's population and expected increases, a commercial study should also consider area economics. Even if the population continues to increase, the new population must be able to afford the area goods and services; therefore, it becomes necessary to look at the economic conditions and the projected economic future.

According to the *U.S. Bureau of Labor*, the Escambia County unemployment rate was 3.8% as of November of 2017 and Santa Rosa County was 3%, which is slightly below the most current state average of 3.7%. The services sector is the primary employer in the Pensacola MSA at 39.3%, as reported by the STDB's most recent information (2017). The retail trade is the secondary source of employment with 21.3% of the workforce, construction is 4.5%, finance/ insurance/ real estate is 4.8%, and manufacturing makes up 3.9%.

Area tourism is a component of both the services sector and the retail trade. According to *Florida West*, the top 15 employers in the Pensacola MSA are shown on the following chart.

GENERAL AREA DATA (Cont'd.)

FloridaWest
economic development alliance
www.FloridaWestEDA.com

TOP EMPLOYERS

Key Facts:

- Northwest Florida is emerging as a center for manufacturing in the southeast U.S., a region of sustained growth across many business and industry sectors.
- More than 1,000 manufacturing companies[1]
- Nearly 250 information technology companies[2]

Company	Employees	Company Description	NAICS
Baptist Health Care	6,633	Healthcare	621110 Hospitals, general medical and surgical
Navy Federal Credit Union	5,715	Financial Service Center	522130, 522320 Credit Union, Financial Service Center
Sacred Heart Health Systems	4,820	Healthcare	621110 Hospitals, general medical and surgical
Gulf Power Company	1,774	Electric Provider	221122 Electric Power Generation, Transmission & Distribution
West Florida Healthcare	1,200	Healthcare	621110 Hospitals, general medical and surgical
Ascend Performance Materials	888	Manufacturing	325211 Plastics Material and Resin Manufacturing
Alorica (fka West Corporation)	800	Business, Processing, Outsourcing	561422 CRM Solution Provider, Customer Care Center
Innisfree Hotels	750	Hospitality	72110 Hotels and Hospitality
Santa Rosa Medical Center	521	Healthcare	621111 Medical Centers and Clinic
Medical Center Clinic	500	Healthcare	621111 Medical Centers and Clinic
International Paper	450	Manufacturing	322121 Paper (except Newsprint) Mills
CHCS Services/iGate	409	Customer Service Center	524292 Third Party Administration, Insurance
Blackwater Correctional Facility	348	Business Services	561210 Correctional facility operation (contract basis)
Hitachi Cable Florida, Inc	330	Manufacturing	326220 Rubber & Plastics Hoses & Belting Mfg.
Armstrong World Industries	300	Manufacturing	238310 Drywall and Insulation Contractors
MediaCom	300	Communications	517110 Cable Television Distribution Services
American Water	298	Customer Service Center	924110 Water Control and Quality Program Administration

[1] All manufacturing NAICS codes from FPL Powering Florida Resource Center
[2] NAICS codes 5415, 5182 from FPL Powering Florida Resource Center

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GENERAL AREA DATA (Cont'd.)

Recently Navy Federal Credit Union announced its latest and greatest expansion plans to its Pensacola campus, which currently employs over 5,715 people. The Phase I construction costing $195 million is large enough to add an additional 2,000 jobs. Navy Federal purchased an adjoining 240 acres and is in the process of a Phase II, $350 million expansion. They are currently the largest Federal Credit Union in the world and this main campus has workers with average salaries of $44,000. This investment is also estimated to bring around 1,000 new indirect jobs to the regional economy. NFCU announced they expect to have a total of 10,000 employees at their Nine Mile Road, Pensacola location by 2026. Once these planned expansions are completed, Navy Federal will by far be the largest employer for the Pensacola MSA. These announcements will help in the local economic development efforts for recruiting more regional, national and international firms to the area.

Adjacent to the Navy Federal's Heritage Oaks campus is an approximate 640-acre Navy Outlying Landing Field (OLF) being purchased by Escambia County for the development of a commerce park expected to eventually create an additional 4,000 jobs. Escambia County has agreed to purchase a 601-acre parcel in Santa Rosa County to relocate the current OLF. Once the county takes possession of the existing OLF they will spend between $10 million and $15 million to develop the commerce park.

Gulf Power, the area's power company, has been actively buying up 4,000 acres of land in the north end of Escambia County for a new power plant that will likely replace the existing coal burning Christie Plant found along the Escambia River in northern Pensacola. It is not yet known if the new plant will be a natural gas plant or a nuclear plant. Replacing the coal plant with a cleaner energy plant will aid in cleaning up Escambia Bay and will help the area's air quality.

Another recent announcement is the new ST Aerospace Pensacola, Inc. ground breaking of a new $46 million aerospace facility at Pensacola International Airport. They are a Singapore-based company that does maintenance repairs and overhauls for large commercial aircraft.

GENERAL AREA DATA (Cont'd.)

The agreement with the City of Pensacola will provide ST with a $46 million dollar maintenance and repair facility on 19 acres at Pensacola International Airport's commerce park that is well underway and ST will bring in about 400 high-skill, high-wage jobs. Securing a long-term contract with ST raises Pensacola's profile among domestic and international aerospace parts suppliers. This is particularly important in light of the parts suppliers that eventually will be locating near the $600 million Airbus Assembly Plant, located at Mobile's Brookley Aeroplex. The first Airbus A-320 passenger jets rolled off the assembly line in 2016 and they are now in full production mode.

Downtown at the Community Maritime Park for Blue Wahoos, Quint Studer recently finished construction on a $15 million four-story office building and the building is fully leased at $28.00/SF – full service. Beck Property Company also recently finished construction on its $4 million-plus, three-story, 26,715 square foot mixed-use building at the corner of Port Royal Way and Main Street. This building includes retail on the ground floor, Beck office space on the second floor and luxury condominiums on the third floor, which are sold out. Just east of the Maritime Park, the newly renamed Bank of Pensacola's new multimillion dollar branch at Palafox and Main Street was completed at the end of 2014.

New apartment developments are also now being constructed in the Pensacola MSA to meet the growing population needs. New projects can be found near the Navy Federal Campus, the University of West Florida Campus, in downtown Pensacola and in the Navarre area. The developments that are newly completed near the Navy Federal Campus, UWF and Navarre realized rapid lease-ups indicating there is pent up demand. The developments that are nearing completion in the downtown area, by UWF, Navy Federal and Navarre will be expected to realize similar rapid lease-ups.

The cost of living in the area is also one of the lowest in the country. National studies, which rate American cities for their desirability, commonly rate Pensacola's MSA near the top of the pack due to the low cost of living and high quality of life. The most recent report for the

GENERAL AREA DATA (Cont'd.)

annual income per capita for the Pensacola MSA was $27,216 (2017), the median household income was $50,469 and the average household income was $67,496.

In conclusion, the Pensacola MSA is considered to have a strong economic base, which is expanding. The area's U.S. Naval and Air Force bases are considered to have a solid future. Tourism is a large factor in the economic success of the area, and in spite of hurricane related setbacks and the oil disaster in the Gulf of Mexico in the past decade, recovery efforts have proven successful and tourism is stronger than ever. Large companies and industries like Navy Federal and the Aerospace industry are moving to the area and bringing many good paying jobs with them that add to the economic base, which is considered healthy.

GOVERNMENTAL CONTROLS AND REGULATIONS

A general area analysis of a growing area would not be complete without considering the area's government and its outlook on future expansion. If the local government is anti-growth, laws can be enacted which would stifle development and population growth. On the other hand, if the government is pro-growth, taxes, zoning, agencies, and personnel can be used by the government to promote new business development, creating a larger economic base and additional population growth, which would support the existing and planned development of income producing properties. The Pensacola MSA governing bodies are pro-growth organizations.

The Escambia County government is a five man Board of Commissioners elected every four years by their district. They appoint a County Administrator who oversees the county budget and operations. Santa Rosa County also has a five person Board of Commissioners. These bodies have been actively obtaining land for new commerce parks and encourages new development.

Pensacola has a City Council with 7 council members elected to four-year terms. It also has a "strong mayor" form of government, which requires the mayor to now be elected by the city residents. The Mayor controls the daily operations of the city government, including overseeing the annual budget of over $200 million. The city and county currently have zoning ordinances in effect

GENERAL AREA DATA (Cont'd.)

covering the southern region of the county. The county also has a state required Future Land Use Plan which is designed to ensure organized growth over its 20 year life. This plan is reviewed every five years to ensure that it is keeping up with area needs. The plan can also be petitioned for changes. The major topics handled in the plan include consistency, environmental, threatened and endangered species, land use approval on site plans, concurrency, and permitting.

General revenues are raised through an ad valorem tax system. Escambia and Santa Rosa Counties have County Appraisers who assesses the properties at "just value" which is a percentage of market value. This is supposed to be about 85% of market value; however, it commonly range from 20% to more than 85%. The area property taxes are among the lowest in the state, which makes it more affordable for new business development. The City of Pensacola has established a Community Redevelopment Administration (CRA), which is responsible for improving the look of the city. The CRA receives a portion of the taxes collected in the downtown district and utilizes these funds for infrastructure improvements (streets, sewer lines, water lines, parks, etc.). By upgrading the look of the city, the appeal also increases attracting additional business development and tourist dollars increasing the economic and population base.

The County and City governments also work closely with private businesses in efforts to attract additional business to the area. The government's development of structures such as the Pensacola Bay Center, the Saenger Theater and the Creative Arts Center, aid in drawing convention business to the area. Over the past several years, convention traffic has increased bringing new visitors to the area who aid in strengthening the area's economic base. The economic base is also strengthened by the government's development of industrial parks in which the land is sold to "clean air" industries at very low rates in return for the creation of additional area jobs expanding the economic and population base.

The Emerald Coast Utilities Authority (ECUA) relocated their Pensacola downtown wastewater treatment plant to the northern area of Escambia County. This project was a $316 million development project that started in 2007 and was completed in December of 2010. The new state of the art facility creates the ability for additional industrial development in the north end of

GENERAL AREA DATA (Cont'd.)

the County and the water reclamation will be used for industrial purposes, greatly reducing overall water consumption. No effluent is dumped into the area bays, so area water quality has been increasing in the area due to this new facility. The previous downtown sewer plant has been dismantled and cleared for future development.

On more of a regional basis, there is a new International Airport developed to the east in Bay County near the Walton County line. This project was constructed on about 2,000 acres donated by the Saint Joe Company and was completed in the fall of 2010. This airport provides the region with direct flights that are expected to aid in increasing the tourist populations. Additionally, after a large renovation project, the Pensacola Regional Airport was renamed the Pensacola International Airport. Land surrounding the International Airport is actively being purchased for redevelopment into a clean-air industrial park that will support airport operations.

In conclusion, the local governmental agencies aid in the development of the Pensacola MSA. Zoning, along with the Future Land Use Plan, is used to insure organized, homogeneous growth, which adds to the area's appeal. The low taxes and affordable real estate are also enticing factors for future prospective businesses. The government's willingness to aid in the development of the economic base also creates a stronger population base.

LOCATION AND PHYSICAL FACTORS

The location and physical factors of the area are important, as they are a major impetus in the relocation of Navy personnel, as well as the growth of new businesses and the civilian population. Available land, good weather, water, and recreational aspects are all factors considered by a potential future resident of the area. If these factors are congenial, they will aid in the growth and stability of the area.

GENERAL AREA DATA (Cont'd.)

Escambia County has a land area of approximately 661 square miles and an additional water area of 100 square miles. The altitude ranges from sea level to 120 feet above sea level. The eastern boundary of the county is the Escambia River and Escambia Bay. The western boundary is the Perdido River and Perdido Bay. Neither river is a navigable waterway to the extent of contributing to the economy. Santa Rosa County adjoins Escambia County to the east and has a land size of about 1,174 square miles and offers similar physical characteristics. Escambia and Santa Rosa Counties are located in the extreme northwestern portion of the state, being in what is called the "Panhandle" of Florida. Geographically, this MSA is located approximately 230 miles east of New Orleans, Louisiana; 250 miles south of Birmingham, Alabama; 350 miles southwest of Atlanta, Georgia; and 375 miles east of Jacksonville, Florida.

The City of Pensacola covers approximately 23 square miles of land in the southeastern part of Escambia County and the smaller cities of Gulf Breeze, Milton, and Pace are bedroom communities for Pensacola. The annual mean temperature is 69 degrees with an average rainfall of 62 to 87 inches. With an abundance of clear skies and warm weather, Pensacola is considered part of the "Sun Belt" of the United States. The "Sun Belt" states, especially Florida, have been growing in population faster than other areas of the United States in recent years.

One of the probable reasons for continuous growth of the Pensacola MSA is its accessibility. Pensacola is served by four major highways, which provide access to the north, east, and west. U.S. 90 (which runs from the East Coast of Florida to Texas), Interstate 10 (which runs from the Atlantic Ocean to the Pacific Ocean), U.S. 98 (which runs from the East Coast of Florida to Mississippi) and U.S. 29 (which runs from Pensacola to Washington, D.C.). The Interstate 110 spur connects with Interstate 10 just west of Davis Highway and runs to downtown Pensacola's Business District, connecting with U.S. Highway 98.

Pensacola's International Airport, with the recent completion of a $30 million modernization, provides air transportation to all parts of the country. The Escambia County Transit

GENERAL AREA DATA (Cont'd.)

System operates bus lines throughout the metropolitan area and Greyhound Bus Lines provides inter-city bus transportation.

The natural deep-water harbor of Pensacola Bay, along with the large expanse of protected waters and the Gulf of Mexico, create an ideal training area for the U.S. Navy. These waterways also add to the area's economy through the Pensacola's Municipal Port Facilities handling cargo shipments to and from all parts of the world. Rail service also aids in the support of the port facilities with spurs running to the docks. While the southern and eastern most areas of Pensacola are nearly fully developed and are blocked from additional growth by the bays and Gulf of Mexico, there is plenty of developable land in the general area. The western and northern land areas of Escambia County and the Pace and Gulf Breeze areas of Santa Rosa County are the locations of the most active development and have proven to be popular among the new residents coming to the area. There is plenty of available land remaining for future growth for years to come.

Overall, the area's physical characteristics are considered a real asset for the general area of Pensacola. There is plenty of available land for additional business and residential development. The beaches and waterways create ideal recreational facilities for newcomers. The moderate temperatures and year-round sunshine also entice a large number of new businesses to the area, which aid in creating a larger population.

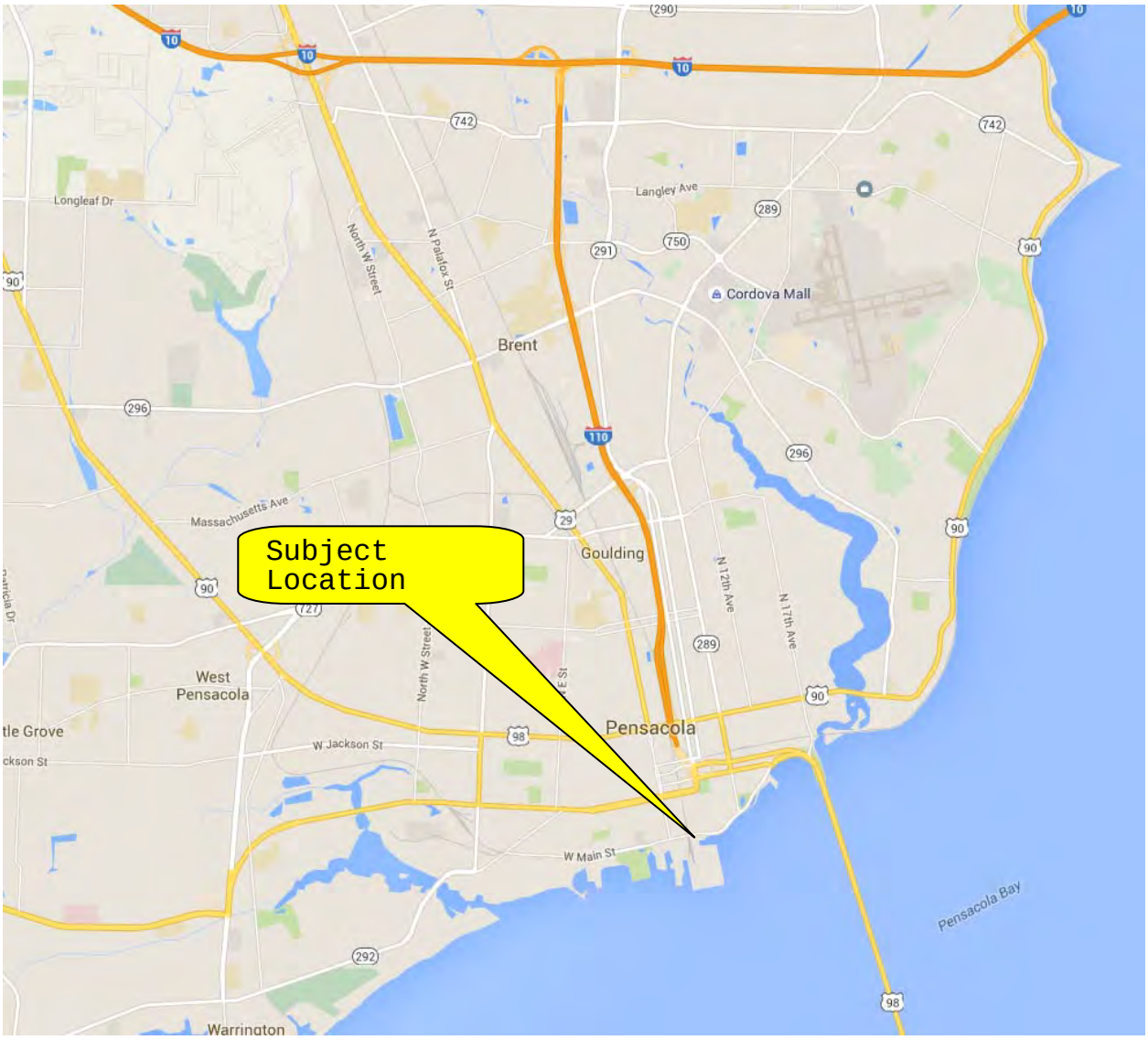
GENERAL AREA DATA CONCLUSION

Overall, the Pensacola MSA is considered to have a steady and positive outlook because of the stable to expanding military bases, tourist industry, and governmental support of private industry expansion and occupancies are increasing as a result. The 2011 through 2017 tourism numbers were among the best of all time and there is an on-going advertisement campaign being paid for by BP that is aiding in increasing the tourist numbers beyond what the area has ever seen. Area hotels are indicating 8% to 10%+ annual increases in revenues and the industry as a whole has expectations of adding employees. The military bases are another market sector that aids in helping the local

GENERAL AREA DATA (Cont'd.)

commercial industry and as of the writing of this report, the area military bases appear to be stable to growing with no cuts planned. Two new 210 foot Coast Guard Cutters will be relocating to Pensacola by August 31 of 2018 and will bring with them 152 new families. New aerospace industry is moving into the area as is Navy Federal creating new jobs, which in turn is driving new home construction. Current estimates indicate the need for about 2,259 new homes per year for the next five years. The commercial markets are also benefiting from this growth, as they keep up with demand. The past trends are expected to continue into the foreseeable future.

Neighborhood Location Map



NEIGHBORHOOD ANALYSIS

A neighborhood is defined in *The Dictionary of Real Estate Appraisal*, Fourth Edition 2002 as: "A group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises."[3] Neighborhood boundaries are defined because properties within neighborhoods tend to be similar in characteristics with regard to land use, desirability, and are affected by similar physical, economic, governmental and social forces.

The subject neighborhood is considered to be the portion of the Pensacola area within the Pensacola City limits. This area's boundaries are considered to be, but are not limited to, Fairfield Drive to the west, Pensacola Bay to the south, Escambia Bay to the east, and I-10 to the north.

Major north/south arterials within this area include I-110, Palafox Street, Pace Boulevard, Fairfield Drive, 9th Avenue, and Scenic Highway. Major east/west arterials include Bayou Boulevard, Cervantes Street, Garden Street, Main Street, Brent Lane, Fairfield Drive, Airport Road and Bayfront Parkway. These arterials provide convenient and quick access within the subject neighborhood as well as other portions of the Pensacola MSA.

The downtown Business District of Pensacola includes typical private office buildings, government office buildings, courthouses, restaurants, shops and bars. There is also an historic district that includes a variety of residential and commercial buildings constructed around 200 years ago around several public parks. The majority of the buildings have been completely renovated and act as an historic tourist draw for the community. UWF is proposing to take greater advantage of the area's historic treasures by re-bricking the streets, creating a walking friendly environment and starting an advertising campaign aimed at the historic tourism industry. Festivals are held throughout the year in the many downtown parks. The current main tourist draw is Pensacola Beach, found about four miles to the south and provides white sand beaches, clear water and numerous hotels, shops, condominiums and homes but the new historic tourism industry is projected to increase annual tourism numbers by more than one million visitors per year.

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[3] The Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 4th ed. (Chicago, Illinois: Appraisal Institute, 2002), pg. 193.

Neighborhood Analysis (Cont'd.)

There have been a number of new developments in the Downtown area of Pensacola, and a summary of the most significant of them follows. The Community Maritime Park is located between Main Street and Pensacola Bay, at the south end of Baylen Street and was recently completed. It includes numerous vacant land sites for future commercial and/or residential development. The project features an expansive public waterfront park; a community multi-use stadium facility suitable for baseball, football and other athletic events, festivals and other community activities. There is also a water front pavilion for music and entertaining events. The water front grassed and walkway areas on the south end of the property were designed for festivals. The other vacant land areas found on the north side of the property can be developed with commercial; office; retail; residential; restaurant and entertainment uses.

Quint Studer recently completed construction on a $15 million four-story office building directly north of the new Stadium and the building is fully leased at rates of $28.00/SF, full service. Beck Property Company also recently completed construction on its $4 million-plus, three-story, 26,715 square foot mixed-use building at the corner of Port Royal Way and Main Street, which is now fully occupied and includes retail on the ground floor, Beck office space on the second floor and luxury condominiums on the third floor. Just east of the Maritime Park, the newly renamed Bank of Pensacola's (previously First Navy Bank) new multimillion dollar branch at Palafox and Main Street was completed around the end of 2014.

Located at 701 South Palafox Street is a newly completed condominium project that was constructed by Ray Russenberger. This development includes 9 luxury condo units that are all sold with prices exceeding $1,000,000 each. All of the units were pre-sold and have since closed.

Neighborhood Analysis (Cont'd.)

A new YMCA building located at the southwest corner of Taragona Street and Intendencia Street. The building was recently completed and offers an open floor plan with 52,000 square feet, nearly doubling the size of their old downtown building. This building is creating additional demand for new living quarters in the downtown area and will greatly add to the quality of life.

Artist Rendering of the New Downtown YMCA

Located to the northwest of the Maritime Park property is the old sewage treatment facility. The ECUA constructed a new state of the art treatment facility in the northern end of Escambia County and completed the demolition of the old sewer facility. The nearly 20 acre cleared site is now grassed and available to be re-developed, which should further enhance the desirability of the downtown area. The new owner of this site is now in the planning stages of a mixed use development that will include a variety of uses and while they have several conceptual plans, they do not specifically know what will be developed there yet.

Neighborhood Analysis (Cont'd.)

The Palafox Pier Restoration Project is a mixed use development located at the southern end of Palafox Street at the former location of the Municipal Auditorium. This project includes a 92-slip marina, a 7,200 square foot Harbormaster Building that is currently leased, the Icehouse Building with 21,000 square feet of office space currently leased and occupied by Merrill Lynch and EmCare. The City was said to have invested $1.2 million in public infrastructure improvements with the mixed-use development being a combination of public and private funds.

The Palafox Pier & Yacht Harbour condominium development built in 2002 consists of two 35,206 square foot, four story buildings and a pedestrian plaza (park). Each building includes 7,500 square feet of retail/office space on the ground floor with four parking garages, 10,606 square feet of office space on the second floor and one-story and two-story condo units on the third and fourth floors.

Located immediately south of the Pensacola Bay Center is the new Technology Park development constructed by the City of Pensacola. The streets and all infrastructure necessary for high tech developments are in place and this property is ready for new vertical development. The City of Pensacola, along with Escambia County has provided the land and will sell the land to private individuals who plan to develop the area with buildings designed for companies requiring the latest in technology and the needed infrastructure. In connection with this development, the City of Pensacola created a large regional storm water retention lake located on the north side of Bayfront Parkway and on the east side of 9th Avenue at Admiral Mason Park. This allows for vacant properties to the north to be fully developed without the requirement of storm water run-off on site. The overall water retention design is a public park with the storm water retention lake landscaped and designed for public appeal and there is a walking path surrounding the lake and tasteful landscaping. A vacant site located across 9th Avenue from the Technology park was recently purchased and is proposed to be improved with two new hotels.

Neighborhood Analysis (Cont'd.)

In addition to the new development or redevelopment of this area downtown, several of the older buildings downtown were completely gutted and renovated. All of these renovated buildings are historic structures that are largely found along and nearby Palafox Street, which is the main north/south downtown arterial and the center of much of the new activity. Recently renovated buildings have been converted for restaurants, bars, offices, shops and entertainment venues creating one of the most desirable areas in the MSA. The Studer Group purchased the old Pensacola News Journal building found directly north of the new YMCA building and demolished it to make way for a new upscale mixed use rental building that will include commercial uses on the ground floor and rental apartments on the upper floors, which is now under construction. In association with the mixed use building is a new 7 level parking garage that is nearing completion. The old Rex Theatre building, constructed in 1910, was recently purchased by Harvest Church and went through a $1.7 million dollar renovation. Now completed, this building hosts live theater events, movies, concerts and other special events. The old YMCA building was purchased by a private developer who has demolished parts of the old building to create new residential lots and other parts of the building will be renovated for restaurant and office uses.

The Blount-Brent Building Complex located at the southwest corner of Palafox Street and Garden Street is also undergoing a massive renovation. This 100,000+ Square foot structure is being completely renovated with boutique retail and restaurant uses on the ground floor and the upper floors are being renovated into a 34 suite boutique hotel and newly renovated office space. A new 110 room Holiday Inn was recently completed on the south side of Main Street just two blocks east of Palafox Street.

Located on the South side of Garden Street is a site that was once improved with a motel but the motel was removed so the site could be re-developed with a condo project; however, the condo development was put on hold due to the recession and the previous over-supply of housing units. The western portion of this site is now being improved with a new

Neighborhood Analysis (Cont'd.)

bank building and the eastern portion is for sale. Similarly, an older liquor store located on the south side of Gregory Street was demolished to make way for a condo development but this was also put on hold at the beginning of the recession and the land is now on the market. With the new demand created by all of the area activity, these two properties will likely come to life again in the foreseeable future.

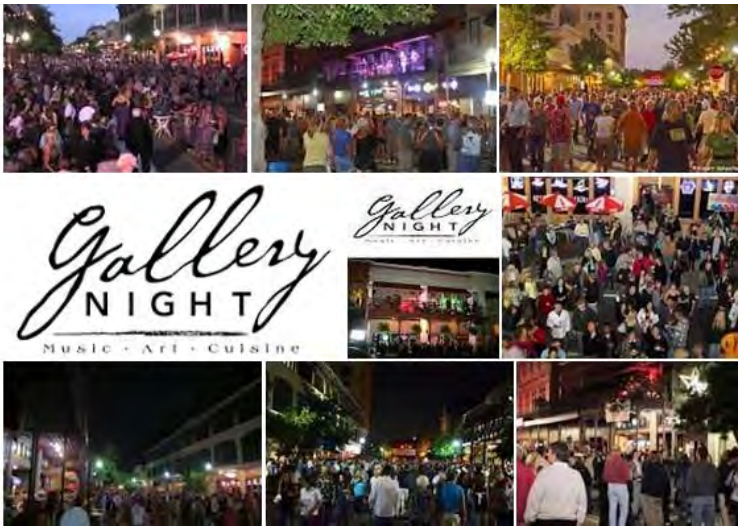
There are four large multi-story office buildings in the downtown area. These buildings include the Studer Community Institute Building containing approximately 103,955 square feet, Harborview containing approximately 74,240 square feet, Southtrust Bank building containing approximately 77,400 square feet and One Pensacola Plaza containing approximately 108,997 square feet. Average occupancy in three of these buildings is above 90%. The Studer Building was recently vacated by SunTrust and was purchased by the Studer Group for a $4 million renovation but the specific uses that it will be renovated into have not yet been identified. There are also several other multi-tenant office buildings in the neighborhood that are reflecting occupancies from 80% to 90%.

The Palafox condo project previously identified is the first new residential development planned since the recession and while it is a fairly small project of only 9 units, its rapid sell-out indicates there is good residential demand for the downtown area. The News Journal Apartment redevelopment will be an additional test for new residential demand in the downtown area and the developer has indicated he has a long list of potential tenants. They also indicated that all but one of the commercial spaces are leased. There are numerous other smaller condo, townhouse and single family developments in the area that are being developed and rapidly absorbed, indicating good demand for housing.

The Pensacola Community Redevelopment Agency has been working to promote Pensacola and bring people into the downtown area daily. Among the initiatives recently introduced, are tax incentives that will entice new redevelopment projects. The City also closes Palafox Street one Friday night per month to vehicular traffic and opens it to pedestrian traffic for "Gallery Night". Gallery Night attracts many thousands of people who enjoy the new shops,

Neighborhood Analysis (Cont'd.)

restaurants and bars which are showcased along Palafox. In addition, there are bands found on some of the balconies as well as street performers and musicians found on the street. Open alcohol containers are also allowed creating a festive walkable community.



Photos of a Typical Gallery Night

There is a clean air industrial park area found to the north along the east and west sides of Palafox Street south of Brent Lane and north of Fairfield Drive. Another one is found south of Brent lane between I-110 and Palafox Highway. Located on the west side of Palafox Street north of Fairfield Drive is a super fund site that has been cleaned and capped by the EPA and they indicated that this land is now suitable for additional industrial development. The City of Pensacola is working with the State of Florida and the EPA to create an additional industrial park on the super fund land site. Located north of Brent Lane on Palafox Street is what is known as "Car City", which is an area with many of the area's new and used car dealerships. The growing Pensacola Christian College and Pensacola Christian School is found north of Brent Lane between I-110 and Palafox Street and they are actively buying properties to their south in an effort to grow their campus and population.

Neighborhood Analysis (Cont'd.)

The Cordova Mall and surrounding areas are also seeing good commercial growth and new development and redevelopment efforts are under way. ST Aerospace Pensacola, Inc. broke ground on a new $46 million aerospace facility at Pensacola International Airport. They are a Singapore-based company that does maintenance repairs and overhauls for large commercial aircraft. The maintenance and repair facility is being constructed on 19 acres at Pensacola International Airport's commerce park and ST will bring in about 400 high-skill, high-wage jobs once construction is complete. Construction is also underway on the $85 million expansion of the Studer Family Children's Hospital at Sacred Heart Hospital found on 9th Avenue. West Florida Hospital will undergo a $7 to $10 million expansion to open a new pediatric wing in 2018 as part of a new partnership between Nemours Children's Specialty Care and West Florida Heathcare that will bring in about 40 new staffers.

Overall, the subject's neighborhood is following the path of other downtown locations around the country, which have been revitalized and now project a positive image for the community. These past trends are expected to continue with the help of private developers and the City of Pensacola resulting in the new life cycle of the neighborhood. There are several condominium and apartment buildings planned and under construction in the downtown area, which will aid in the need for additional commercial support facilities. Continued revitalization efforts and increasing populations should place upward pressure on area property values and rents as the national economy recovers. With the past trends expected to continue, the subject neighborhood is considered to have a bright future for commercial and residential properties.

SITE DESCRIPTION

For better visualization of this narration, please refer to the preceding drawings and following photographs.

PHYSICAL LOCATION:	The subject property is located at 600 South Barracks Street Pensacola, Florida.
AREA:	According to the survey and legal descriptions provided, the property includes a total land area of 10.651 acres or 463,957 square feet, of which approximately 8.529 acres or 371,523 square feet is submerged land and 2.122 acres or 92,434 is uplands.
SHAPE:	The site has an irregular shape but offers good utility.
DIMENSIONS:	The property has numerous dimensions that can be found in the legal description and includes 350 feet of frontage along the east side of Barracks Street. It also includes a great deal of water frontage along a partially protected area of Pensacola Bay.
INGRESS/EGRESS:	As shown by photographs and maps, the property fronts along the east side of Barracks Street, which is the Port of Pensacola's access road and a secondary access street that provides good access to Main Street. The property offers good ingress and egress and has average to good exposure to Main Street.
TOPOGRAPHY:	The subject property has a basically level topography.
FLOOD DATA:	FEMA Map 12033C 0390G, effective September 29, 2006, Zone "AE" requiring a base minimal elevation of 8 feet.
DRAINAGE:	The land appears to be well drained with no standing water or wetlands noted in the upland areas. The submerged land area is under water providing deep water access to the upland areas.

SITE DESCRIPTION (Cont'd.)

SOIL COMPOSITION:	The subject site has a sandy soil that is conducive to commercial development, as evidenced by the existing improvements.
UTILITIES ON SITE:	All public and private utilities are available to the subject site.
SITE IMPROVEMENTS:	The upland area is currently improved with an elevated, two story, mixed use building that includes a total leasable area of 19,743 square feet. There is covered parking below the building and the other areas are improved with asphalt paved and gravel parking areas. The building was constructed in 1987 and has a current estimated effective age of about 23 years and is in average condition. The submerged land is currently partially improved with a floating marina facility that is in need of repair.
EASEMENTS:	According to the survey provided, there are no easements that would negatively affect the subject site's value.
ENCROACHMENTS:	According to the survey provided, there are no encroachments that would negatively affect the subject site's value.
RESTRICTIONS:	The only known restrictions are those imposed by zoning laws by the City of Pensacola.
CONCLUSION OF CONFORMITY:	The subject site is found along a secondary road but has limited exposure to Main Street (aka Bay Front Parkway). Approximately 8.529 acres is submerged land and 2.122 acres is uplands. The submerged land is partially protected and offers deep water access to the uplands; however, due to wave action, it would require a breakwater in order to develop a successful marina. The upland area is improved with a 19,743 square foot, mixed use building that has restaurant/bar and office uses. The additional upland areas are improved with asphalt and gravel parking.

DESCRIPTION OF IMPROVEMENTS

LOCATION:	The subject property is located at 600 South Barracks Street Pensacola, Florida.
SIZE:	According to the last rent roll provided, the subject building includes a total heated and cooled building area of 19,743 square feet.
AGE:	The building has an actual age of 31 years but has been maintained and updated over the years giving it an estimated effective age of about 23 years. According to the Marshall & Swift Cost Handbook, a building of this type has a typical life of 45 years, which would indicate the building has about a 22 year remaining life.
FOUNDATION:	This building has a piling foundation and the heated and cooled areas are above grade with a parking garage located under the building on the ground floor.
EXTERIOR WALLS:	Lapped Wood
ROOF:	Metal
INTERIOR FLOOR:	The interior floors have a combination of floorings that include wood, carpet and tile.
INTERIOR WALLS:	Drywall and wood.
CEILING:	There are a variety of ceiling types ranging from exposed ceilings to drywall.
LIGHTING:	Lighting is provided by incandescent and fluorescent light fixtures.
HEAT/AIR:	Each unit has central heat and air.
RESTROOMS:	There are an adequate number of restrooms for each rental unit in the building and common restrooms are also located on the south end of the building.

DESCRIPTION OF IMPROVEMENTS (Cont'd.)

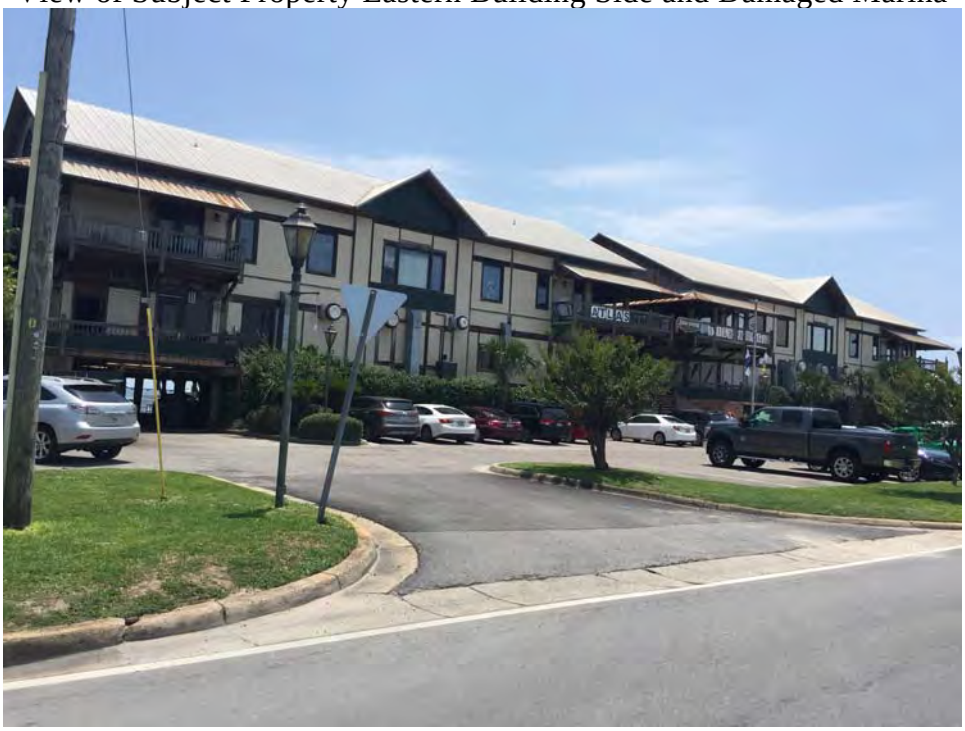
FENESTRATION:	Each unit has wood frame glass entry doors and fixed wood frame windows.
CONDITION/QUALITY:	The building is constructed of good quality materials that are in good condition.
EQUIPMENT:	All of the equipment is under the ownership of the tenant and since this is the valuation of the leased fee ownership position, no equipment is being considered.

OTHER SITE IMPROVEMENTS

In addition to the building, the property includes asphalt paved and gravel parking areas on the south and west sides of the building. The east side of the building is the water side and the submerged land is partially improved with a floating dock system; however, since there is no break-water protecting the marina area, this dock is largely used for transient boat traffic accessing the restaurant. There are no dock tenants at the marina facility and there are no fuel facilities. For the marina to be fully utilized to its potential, a break-water would be required along the eastern entrance into the marina to cut down on wave action during east and southeast wind times, which are the prevailing wind directions.

PHOTOGRAPHS

View of Subject Property Eastern Building Side and Damaged Marina



View of Subject Property Western Building Side

Photographs

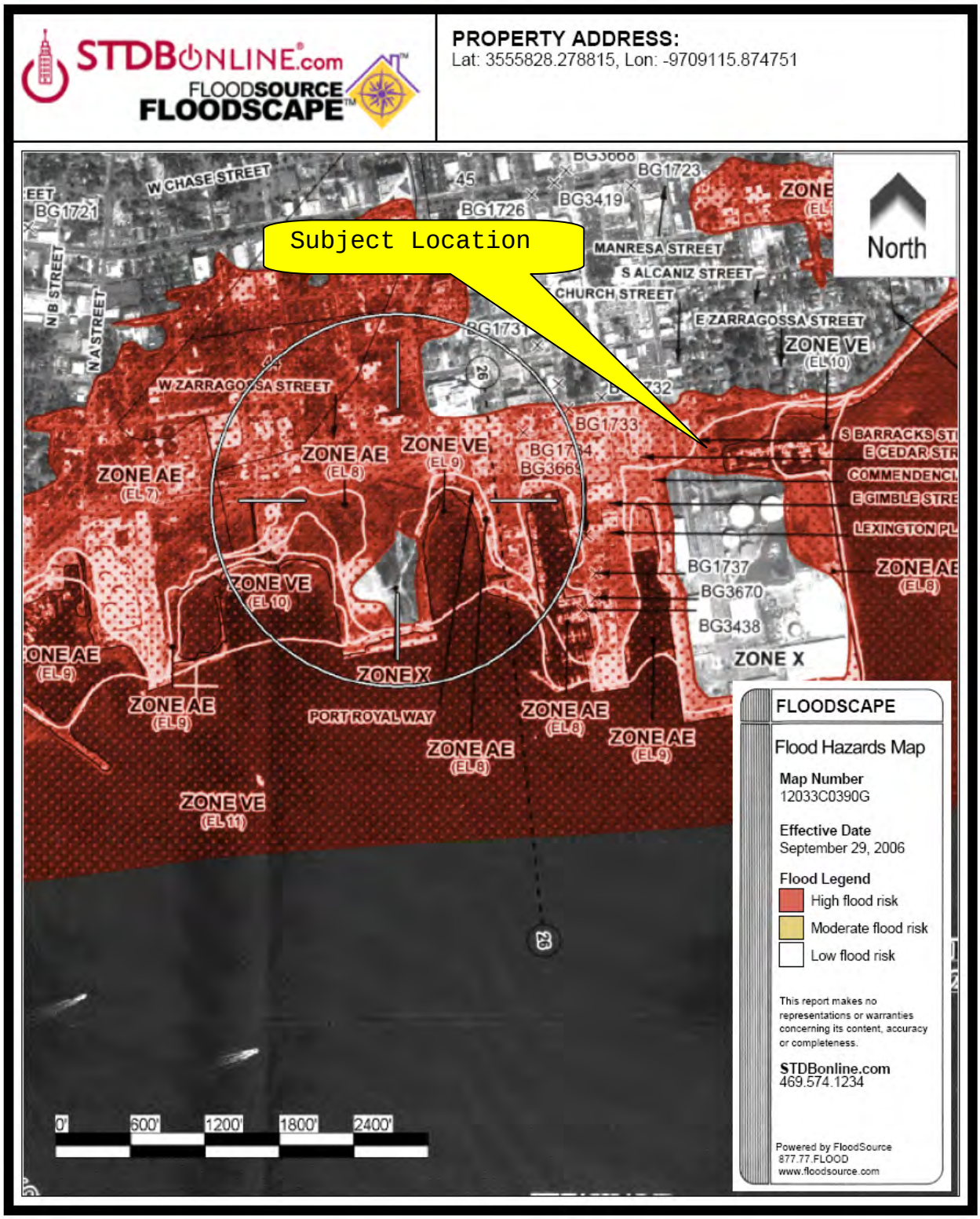
Subject Building Eastern Side View

View of Existing Damaged Floating Dock

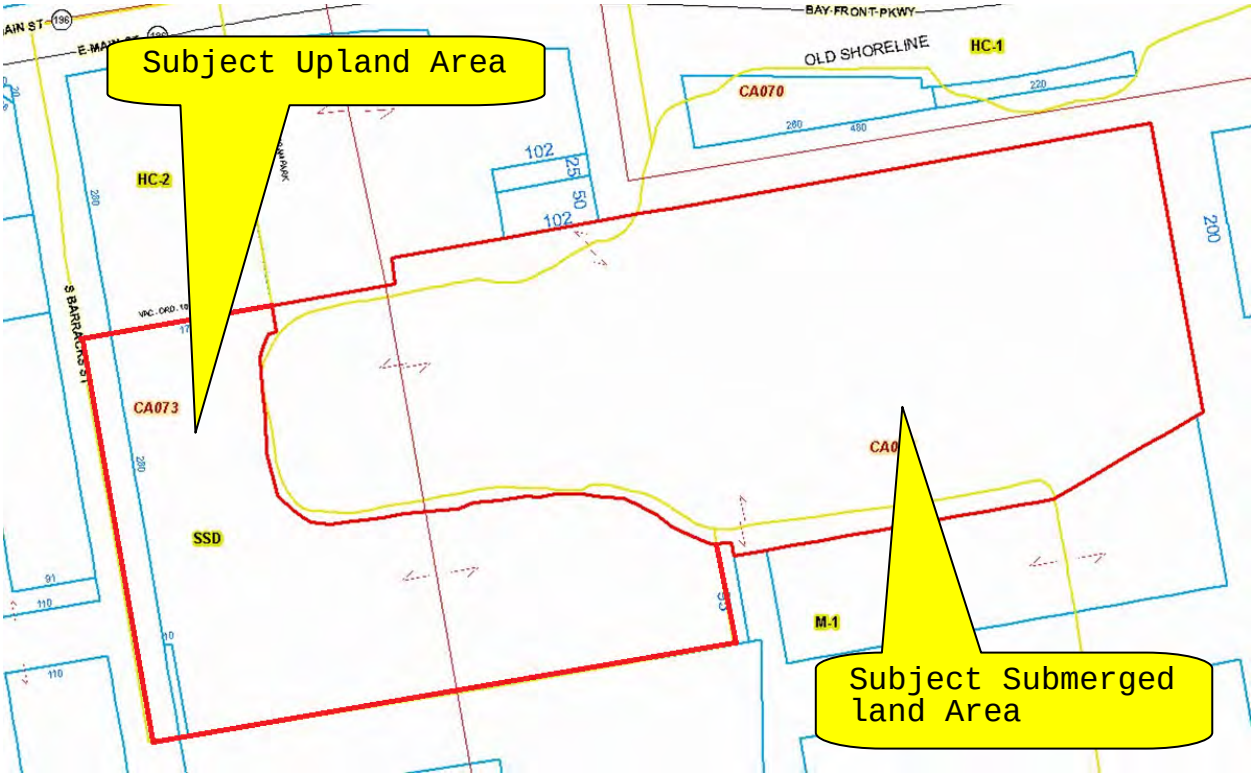
Photographs

Barracks Street Looking North Toward Main Street

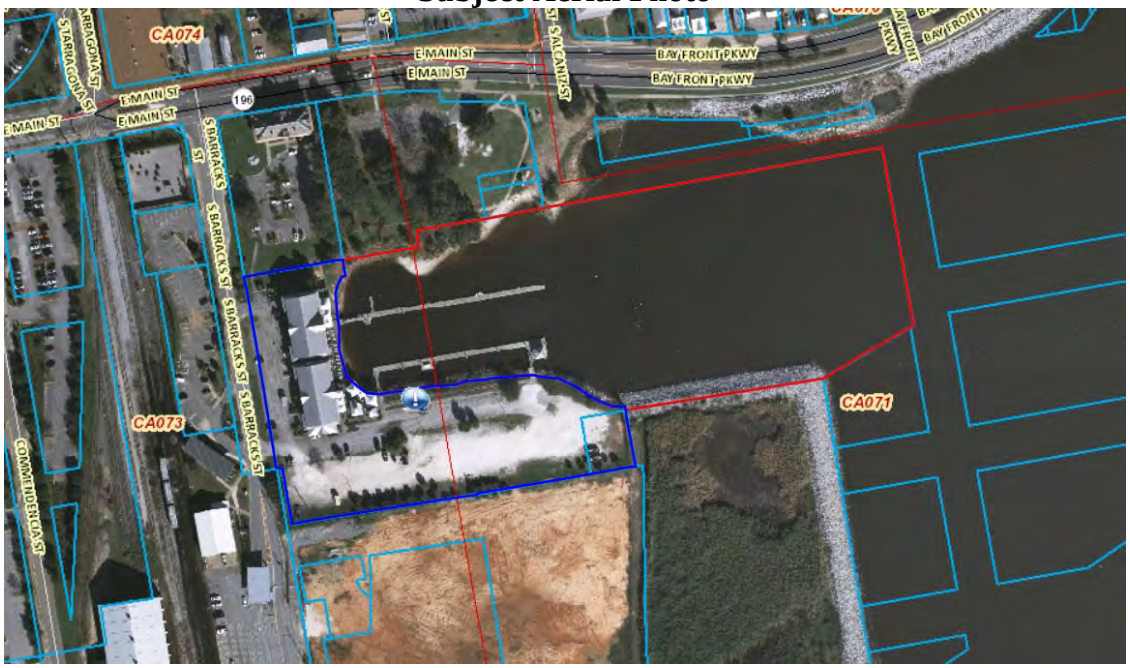
Flood Zone Map



Tax Plat


Subject Upland Area
Subject Submerged land Area
BAY FRONT PKWY
OLD SHORELINE
HC-1
CA070
HC-2
CA073
SSD
M-1
S BARRACKS ST
102
25
50
200
280
480
220

Subject Aerial Photo



LAND USE PLANNING & ZONING

Properties within the City limits of Pensacola are governed by the City's Zoning Ordinances. The City has typical zoning classifications with the subject property being within the "SSD" Site Specific Zoning District. The specific wording for this district follows.

> *Purpose of district.* The purpose for which this section is enacted is to provide for the option of amending an approved final development plan for any parcel of property which was zoned SSD (site specific development) prior to May 1, 1990. Subsequent to May 1, 1990 no rezonings to SSD have been allowed.
>
> *Minor changes to an approved SSD final development plan.* Minor changes to a final development plan may be approved by the mayor, city engineer, the city planner and building official when in their opinion the changes do not make major changes in the arrangement of buildings or other major features of the final development plan.
>
> *Major changes to an approved SSD final development plan.* Major changes such as, but not limited to, changes in land use or an increase or decrease in the area covered by the final development plan may be made only by following the procedures outlined in filing a new preliminary development plan as described in section 12-2-81

The subject improvements were approved by the City and are a legally conforming use of the site.

PUBLIC AND PRIVATE RESTRICTIONS

Public restrictions as to "use" are discussed within the preceding zoning section. No plat, deed or other private restrictions are known to the appraiser.

ENVIRONMENTAL CONCERNS

I was not provided with an environmental study of the subject property. It is located next to the Port of Pensacola were there are storage tanks. It is an assumption of this report that there are no environmental problems associated with the subject site. The above is a very important assumption and limiting condition to the appraisal.

TAXES AND ASSESSMENT ANALYSIS

The subject is assessed by Escambia County under two property numbers. These assessments are summarized as follows.

Account #	Owner Name	Land Area	Assessed Value	Annual Taxes	Past Due Taxes
00-0S-00-9100-010-008	City of Pensacola - Lessor South Florida Marine Investors Inc. – Lessee	7.4	$49,383	$894.60	0
00-0S-00-9100-011-008	City of Pensacola - Lessor Merrill Land LLC – Lessee	3.46	$2,028,180	$40,875.48	40,875.48
Totals		10.86	$2,077,563	$41,770.08	40,875.48

It is noted that the assessed land size differs from the survey indicated land size, which is fairly typical. The assessor commonly basis land sizes on County plats, which are not as accurate as an actual survey. The survey is being relied upon for this report. The assessed value and associated taxes are considered to be reasonable for fee simple ownership.

FIVE YEAR HISTORY

Past Sales – There have been no sales of the subject property in the past five years.

Listings – The property is currently not listed for sale.

Offers – There are no current offers for the subject property.

Pending Sales – There are no pending sales.

Rents – The subject property was originally leased from the City of Pensacola to Florida Sun International, Inc. who sold their interest to Seville Harbour, Inc many years ago. The annual lease payment is $0.10/SF of the total land area (463,957 square feet), resulting in a total annual rent payment of $46,395.70. Seville Harbour has sublet the majority of Parcel 1-A to Merrill Land, LLC at the same rate. Parcel 1-A had an initial term of 30 years with 5 year renewal options up to 30 years. Parcels I & III had an initial 30 year lease with an additional renewal option for 30 more years. The initial term expired in September of 2015 and the renewal period is now in force with just over 27 years remaining at $46,395.70/year in lease payments.

PART FOUR: ANALYSIS OF DATA AND CONCLUSIONS

HIGHEST AND BEST USE

A brief definition of the term "highest and best use" would be:

> "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability."[4]

Implied within this definition is recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization. Also implied is that the determination of highest and best use results from the appraiser's judgement and analytical skills, i.e., that the use determined represents an opinion, not a fact.

The Highest and Best Use section of this report is the pivotal point in the appraisal process. All previous data is used to test the four criteria of: (1) legally permitted, (2) physically possible, (3) economically feasible, and (4) maximally productive.

LAND AS THOUGH VACANT

Legally Permissible - All legally permissible uses should be analyzed when considering a site's highest and best use. The existing zoning regulations “SSD” Site Specific Development, could allow for a wide variety of uses of the land but the City of Pensacola specifically called for the development of the site with a mixed use restaurant/bar/office building with the submerged land to be used for a marina, which would be the only use currently possible unless the City changes the allowable use.

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[4] American Institute of Real Estate Appraisers, *The Dictionary of Real Estate Appraisal*, Third Edition, 1993, pg. 171.

HIGHEST AND BEST USE (Cont'd.)

Physically Possible - Of the legally permissible adaptations of the site, those physically possible uses require consideration and analysis. The size and location of the parcel are important aspects of value. The appraised site (as a whole) contains 2.122 acres of uplands and 8.529 acres of submerged lands. The upland area is adequate for the City's required use of the land, as evidenced by the existing improvements. The submerged land is of adequate size for a marina but this body of water is susceptible to wave action caused by east and southeast winds, which are the area's prevailing winds. The marina was damaged by the hurricanes in 2004 and 2005 and has never been completely rebuilt because of the wave action and the damage that it causes to boats in the marina. As such, full utilization of the submerged lands would not be expected until a break-water can be approved. As this appraisal is being conducted with the property in its as is condition, I will make no hypothetical condition that a marina break-water could be added to protect the marina. As such, a marina would largely only be good for transient boat traffic accessing the restaurants in the upland improvements.

Financial Feasibility - Of the legally permissible and physically possible adaptations of the site, only those uses which are financially feasible should be considered. Commercial properties in the downtown area are currently experiencing good activity and older buildings are actively being renovated for commercial uses and there are several new developments planned. This would tend to indicate that a commercial mixed use of the upland areas would be financially feasible at this time.

Maximally Productive - The financially feasible use which results in the greatest return to the land is the one which is considered to be the highest and best use of the land. A mixed use commercial development consisting of restaurant, bar and office uses that take maximum advantage of the land and its views would be considered the highest and best use of the subject property, as vacant.

HIGHEST AND BEST USE (Cont'd.)

Conclusion – Highest and Best Use As Vacant

Probable Use:	Mixed Use consisting of restaurant, bar and office commercial uses taking maximum advantage of the available land and views.
Timing for use:	Immediately
Probable buyer/user:	The probable buyer would be a developer or end user.

HIGHEST AND BEST USE AS IMPROVED

The subject property is improved with a 19,743 square foot building on the uplands and a marina on the submerged lands. The building has an estimated effective age of about 23 years and according to the Marshall & Swift Cost Handbook, this building type has an expected life of 45 years. This would indicate there is a remaining life of about 22 years if the improvements are not updated over the next 22 years. As such, the highest and best use as improved would be the continued current use as a restaurant, bar and office development. The marina in its current configuration would be good for transient traffic accessing the restaurant and bar facilities. As the building would be expected to last only as long as the remainder of the lease or less, it would not be expected to have any value at the end of the holding period and the only remaining value would be that of the value of the land.

EXPOSURE TIME

A brief definition of the term "exposure time" would be:

> "The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market."[5]

Based on the sales found within this report and conversations with local market participants, the subject's exposure time is estimated to be from 6 to 12 months. This exposure time assumes the sale to have been handled by a knowledgeable real estate broker familiar with the subject real estate market.

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[5] Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 3rd ed. (Chicago: Appraisal Institute, 1993), pg. 220.

MARKETING TIME

A brief definition of the term "marketing time" would be:

> "The time it takes an interest in real property to sell on the market subsequent to the date of an appraisal."[6]

Based on the sales found within this report, current listings and conversations with local market participants, the subject's marketing time is estimated to be from six to twelve months. This marketing time assumes the sale to be handled by a knowledgeable real estate broker familiar with the subject real estate market. It also assumes aggressive real estate sales tactics and readily available contacts active in the subject real estate market.

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[6] Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 3rd ed. (Chicago: Appraisal Institute, 1993), pg. 220.

THE VALUATION PROCESS

There are three (3) commonly accepted approaches to value: The Cost Approach, Income Approach, and Sales Comparison Approach. All three utilize market derived information and are “market driven” approaches, as will be shown in the analysis.

The Cost Approach is a summation of land value and improvement value. The land is valued as though vacant and available for its highest and best use. The improvement is valued by first estimating the reproduction costs new from which all forms of depreciation are deducted. Depreciation can be both from deterioration and obsolescence. Obsolescence is further categorized as functional or external. The analysis of obsolescence, based on the highest and best use analysis, accounts for deductions necessary if the improvement is not adequate for the site.

The steps for the Income approach are to first estimate an economic rent for the subject. This analysis is made even if the property is owner occupied. From the gross potential income there is first deducted allowance for vacancy and collection loss with further deductions then made for the expenses applicable to the type property being valued. This net operating income is then capitalized into an indication of value through the use of an appropriate capitalization rate.

The Sales Comparison Approach is an estimation of the property value by comparison with recent sales of similar or competitive properties extracted from the subject’s market. The “market”, rather than being the immediate proximity to the subject, is considered that area, local, regional or even national that would be considered by a prospective buyer of the subject property.

These approaches do not make value. They are merely tools in the hands of the appraiser who must carefully weigh each value indication, give appropriate weight to the approach and reconcile into a final value conclusion. As this is the valuation of the leased fee ownership position, the only applicable approach would be the income approach. The

The Valuation Process (Cont'd.)

cost approach will be eliminated, as it has nothing to do with the current and future rental income that can be realized by the leased fee owner but its elimination would not diminish the reliability of the final leased fee value opinion as it would not typically be considered in the valuation of the leased fee position of lease encumbered land. It should be noted that leased land is purchased and sold but the prices paid are directly tied to the income producing ability that is tied to the lease. As such, the prices paid are more tied to the investors' requirements rather than the market value of the land. All of the land leases that I am aware of have rental prices per square foot that ranged from $1.15/SF to $1.95/SF, which is well above the subject's rent of $0.10/SF. As such, any sale prices would have an over stated value in comparison to the subject land's leased fee value. As such, the sales comparison analysis will also not be conducted.

INCOME APPROACH

The income approach utilizes the principle of anticipation, which states the value is the present worth of all expected future benefits accruing to ownership. These future benefits are generally in the form of income streams.

There are several basic steps involved in this approach. First, the gross market rent for the property is estimated through a comparison of other similar property leases. Next, an allowance for vacancy and collection losses is deducted resulting in the effective gross rent (E.G.R.). From the E.G.R. are deducted fixed expenses such as taxes and insurance, along with variable expenses such as management, maintenance and reserves for replacement of short-lived items such as the roof and floor coverings (when necessary). The resulting figure is the net operating income (N.O.I.). The N.O.I. is then converted into a present dollar estimate which is the property's market value estimate. Converting the N.O.I. into a present dollar estimate is called capitalization.

Capitalization techniques include the direct capitalization analysis and the discounted cash flow analysis. The direct capitalization analysis is typically used on single tenant properties which have very little change in income and expense ratios. This analysis assumes the income stream extends into perpetuity. The discounted cash flow analysis is typically used on more dynamic, multi-tenant properties which have continually changing incomes and expenses. This analysis assumes the property will be held for a specific time period and then sold at the end of the holding period. The property value is based on the net income streams over the holding period, discounted to the present through the use of a present value factor plus the present value of the net reversion or sale of the property at the end of the holding period. The analysis used in this approach follows.

As this is the valuation of the leased fee ownership position, the income valuation approach that will be utilized will be the discounted cash flow analysis. This analysis will consider the cash flow that the City of Pensacola can expect over the next 27 years with these

Income Approach (Cont'd.)

cash flows discounted back to a present value using an appropriate present value factor. The land residual or sale of the land at the end of the holding period will then be considered and the net sale proceeds will also be discounted back to a present value using the same present value factor. The cash flows will then be totaled to indicate the current value of the leased fee ownership position considering the current lease that is in place. This resulting value would be the value that a potential buyer would pay for the leased fee ownership position.

VALUATION ANALYSIS

This analysis will consider the cash flow that the City of Pensacola can expect over the next 27 years with these cash flows discounted back to a present value using an appropriate present value factor. The land residual or sale of the land at the end of the holding period will then be considered and the net sale proceeds will also be discounted back to a present value using the same present value factor. The cash flows will then be totaled to indicate the current value of the leased fee ownership position considering the current lease that is in place. This resulting value would be the value that a potential buyer would pay for the leased fee ownership position. In an effort to determine if the subject's land lease is reasonable the following land rents are offered.

Actual Net Rent Summary				
Property/ Location	**Lease Term**	**Land Size**	**Annual Net Rent**	**Net Rent Per Square Foot**
Smokey Bones 321 Mary Esther Blvd Fort Walton Beach	30 Years	81,457 SF	$115,000	$1.41/SF
Logans Roadhouse 315 Mary Esther Blvd Fort Walton Beach	37.5 Years	79,715 SF	$123,750	$1.55/SF
Longhorns 544 Mary Esther Blvd Fort Walton Beach	30 Years	41,026 SF	$80,000	$1.95/SF
Smokey Bones 4952 Bayou Blvd Pensacola	12 Years Plus 4 – 5 Year Renewal Options	74,052 SF	$130,600	$1.76/SF
Logan's Roadhouse 4958 Bayou Blvd Pensacola	15 Years Plus 4 – 5 Year Renewal Options	65,340 SF	$121,000	$1.85/SF
Central Credit Union 4964 Bayou Blvd Pensacola	20 Years Plus 4 – 5 Year Renewal Options	35,000 SF	$68,040	$1.94/SF
Texas Roadhouse 6150 Airport Blvd Mobile	13 Years Remaining	87,120 SF	$100,000	$1.15/SF

Income Approach (Cont'd.)

The subject property is currently leased from the City of Pensacola to Seville Harbour, Inc. for $0.10/SF of the total land area (463,957 square feet), resulting in a total annual rent payment of $46,395.70. Seville Harbour has sublet the majority of Parcel 1-A to Merrill Land, LLC. This rent is level through the holding period. The subject's rent is well below the other area leases, indicating it is favorable to the leasehold owner creating a leasehold value; however, since this is the value of the leased fee ownership position, the actual land rent being realized by the City will be the rent used.

There are 27 years remaining in the renewal period at the same terms as the original period. As such, I will conduct a 27 year discounted cash flow analysis considering the annual lease payments of $46,395.70 per year, which will have no increases. The current improvements have an expected remaining economic life of about 20 years so they would not be expected to contribute value to the land at the end of the lease period so the only value at the end of the holding period would be the value of the land, less the cost to remove the existing improvements. The land residual is calculated as follows.

LAND RESIDUAL VALUATION

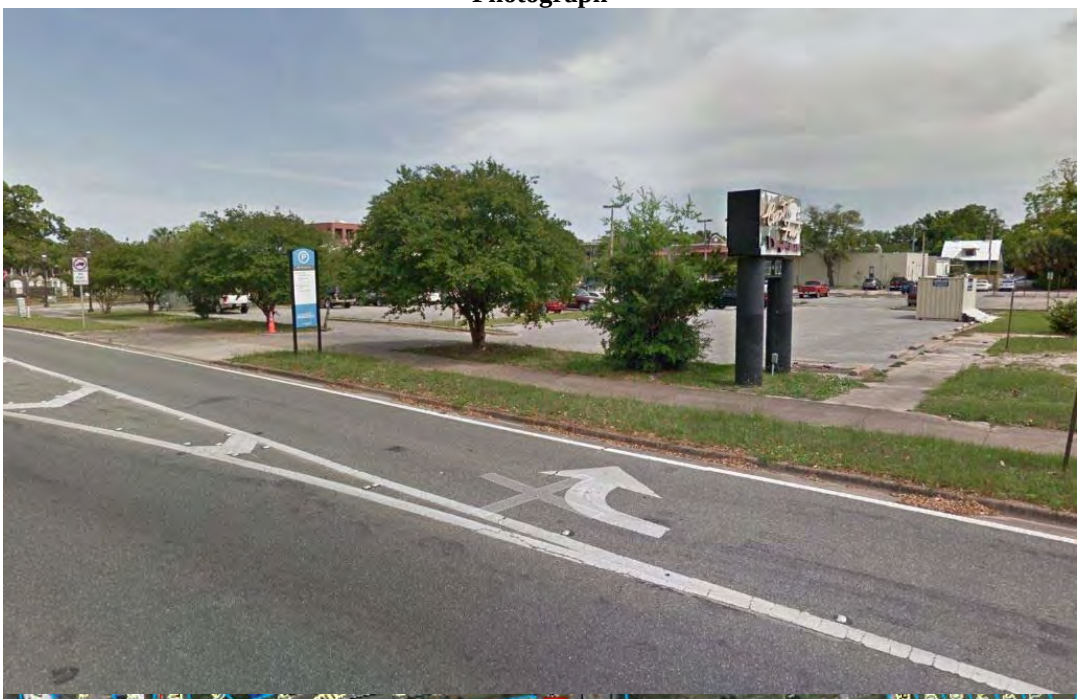
Land Sale No. 1

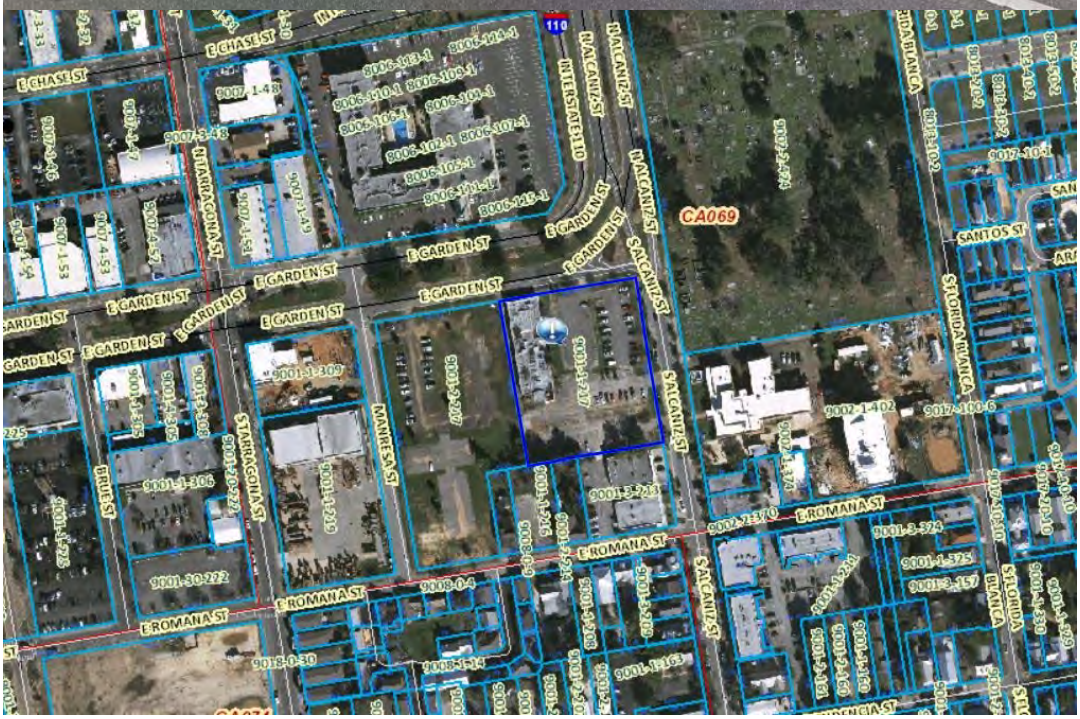
Property Identification		
Record ID	832	
Property Type	Commercial	
County	Escambia County	
Location	Southwest corner of Garden Street and Alcaniz Street.	
Address	223 East Garden Street Pensacola, FL 32502	
Tax ID	00-0S-00-9001-001-217	
Sale Data		
Grantor	Seville Centre, LLC	
Grantee	Florida Institute For Human and Machine Cognition, Inc.	
Sale Date	July 21, 2017	
Deed Book/Page	7750/33	
Property Rights Transferred	Fee Simple	
Financing	Owner Financing Terms Similar to Cash	
Conditions of Sale	Arm's Length	
Sale Price	$2,000,000	
Land Data		
Zoning	C-2A Downtown Retail Commercial	
Utilities Available	All	
Topography	Level	
Shape	Rectangular	
Land Dimensions	265.5 x 320	
Flood Zone	Zone X	
Land Size – Acres and SF	1.940 Acres	84,506 SF
Developable Units and FF	DU	586 FF
Uplands	1.940 Acres	
Wetlands	Acres	
Indicators		
Sale Price/Gross Acre	$1,030,928/Acre	
Sale Price/Gross SF	$23.67/SF	
Sale Price/Developable Unit	/DU	
Sale Price/Front Foot	$3,413/FF	
Sale Price/Developable Acres	$23.67/SF	
Verification	Tony Terhaar, Seller, , Date April 02, 2018	
Confirming Appraiser	Tom Fruitticher, MAI	
Days On Market	360 DOM	
Five Year Sales History	No other sales in previous 5 years.	
Assessed Value	$726,287 ***Year*** 2017	

Remarks

This is a vacant parcel that was cleared at the time of sale. It offers 265.5 feet of frontage along the south side of Garden Street and 320 feet of frontage along the west side of Alcaniz Street. There are no wetlands associated with this property. The buyer purchased this site for future office development.

Land Sale No. 1
Photograph





Site

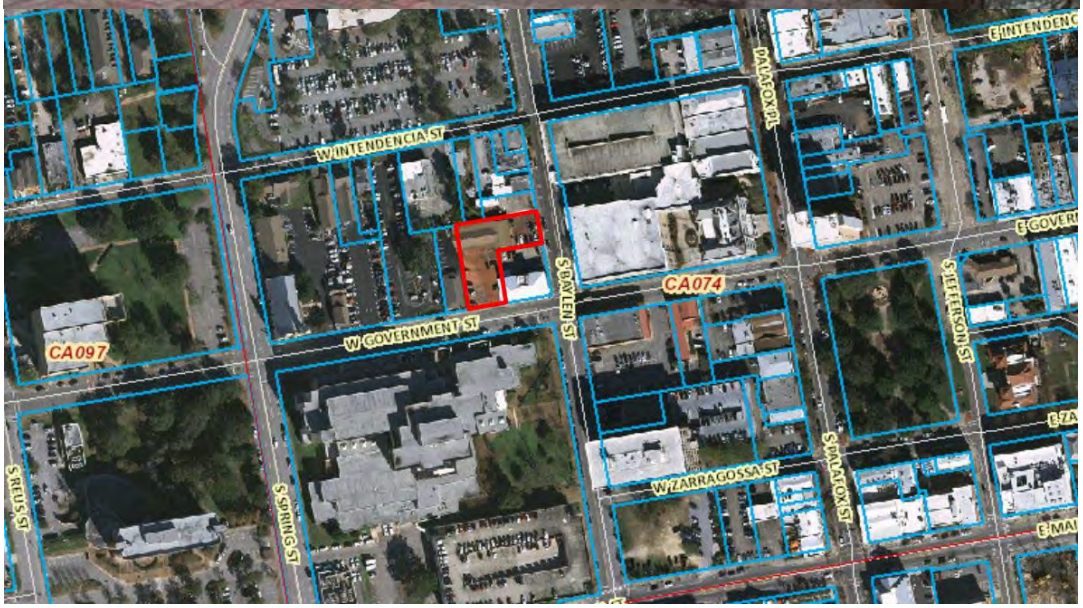
Land Sale No. 2

Property Identification		
Record ID	649	
Property Type	Vacant Land	
County	Escambia County	
Location	The property is located along the west side of Baylen Street and the north side of Government Street just west of Palafox Street.	
Address	221 South Baylen Street Pensacola, FL 32502	
Tax ID	00-0S-00-9001-002-118	
Sale Data		
Grantor	Theo D. Baars, III et al	
Grantee	316, Inc.	
Sale Date	September 16, 2016	
Deed Book/Page	7597/1386	
Property Rights Transferred	Fee Simple	
Financing	Cash	
Conditions of Sale	Arm's Length	
Sale Price	$675,000	
Land Data		
Zoning	C-2A Downtown Retail Commercial	
Utilities Available	All	
Topography	Level	
Shape	"L" Shaped	
Land Dimensions	77 x 105 x 100.8 x 65 x 169.5 x 170	
Flood Zone	Zone X	
Land Size – Acres and SF	0.451 Acres	19,641 SF
Developable Units and FF	DU	142 FF
Uplands	0.451 Acres	
Wetlands	Acres	
Indicators		
Sale Price/Gross Acre	$1,497,006/Acre	
Sale Price/Gross SF	$34.37/SF	
Sale Price/Developable Unit	/DU	
Sale Price/Front Foot	$4,754/FF	
Sale Price/Developable Acres	$34.36/SF	
Verification	Theo Baars, Seller, 850-982-3030, Date February 28, 2017	
Confirming Appraiser	Tom Fruitticher, MAI	
Days On Market	1246 DOM	
Five Year Sales History	No other sales in previous 5 years.	
Assessed Value	$492,959 ***Year*** 2016	

Remarks

This is an "L" shaped property that offers 65' of frontage along the west side of Baylen Street and 77' of frontage along the north side of Government Street. At the time of sale, the property was improved with a 5,661 square foot office building with an additional 415 square feet of covered porches that was constructed in 1957. The building has outlived its economic life and the buyer has since demolished it. The estimated cost to remove the structure was $33,000, which works out to $1.76/SF of land area.

Land Sale No. 2
Photograph



Site

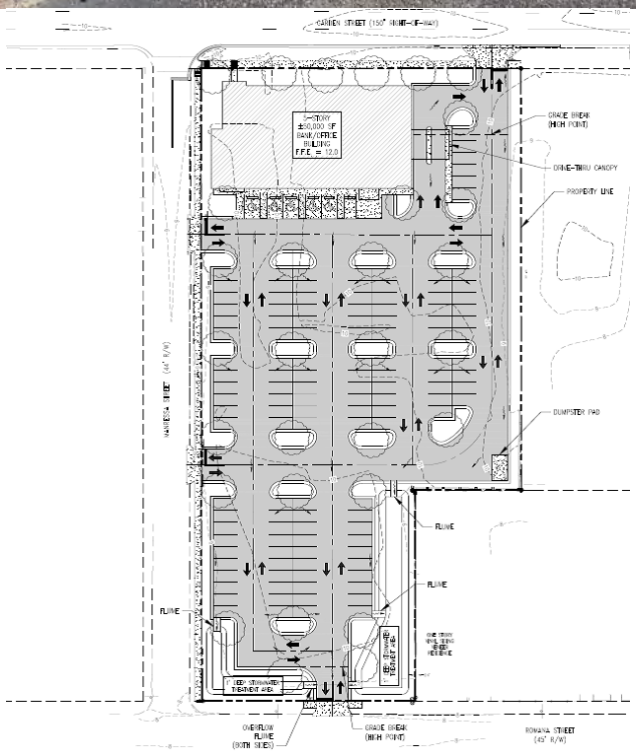
Land Sale No. 3

Property Identification		
Record ID	627	
Property Type	Downtown Commercial	
County	Escambia County	
Location	Southeast Corner of Garden Street and Manressa Street	
Address	223 East Garden Street Pensacola, FL 32502	
Tax ID	00-0S-00-9001-002-217	
Sale Data		
Grantor	Seville Centre, LLC	
Grantee	SFB of Northwest Florida, LLC	
Sale Date	August 19, 2016	
Deed Book/Page	7576/567	
Property Rights Transferred	Fee Simple	
Financing	Cash to Seller	
Conditions of Sale	Arm's Length	
Sale Price	$1,984,042	
Land Data		
Zoning	C-2A Downtown Retail Commercial	
Utilities Available	All public and private.	
Topography	Level	
Shape	"L" Shaped	
Land Dimensions	241.58' x 480.03' x 161.43' x 159.97' x 80.21' x 320.04'	
Flood Zone		
Land Size – Acres and SF	2.368 Acres	103,150 SF
Developable Units and FF	DU	721 FF
Uplands	2.368 Acres	
Wetlands	Acres	
Indicators		
Sale Price/Gross Acre	$837,856/Acre	
Sale Price/Gross SF	$19.23/SF	
Sale Price/Developable Unit	/DU	
Sale Price/Front Foot	$2,752/FF	
Sale Price/Developable Acres	$19.23/SF	
Verification	Bo Carter, Buyer Rep., 850-384-6667, Date November 15, 2016	
Confirming Appraiser	Rodger Lowery, MAI	
Days On Market	Unknown	
Five Year Sales History	None noted three years prior.	
Assessed Value	$1,475,268 ***Year*** 2016	

Remarks

The subject property was purchased for the development of a five-story Class "A" Professional Office building anchored by ServisFirst Bank on the ground floor. The improvements will include 139 parking spaces with the rents for floors two through five ranging from $21.50 to $24.50, triple-net.

Land Sale No. 3
Photograph



Site

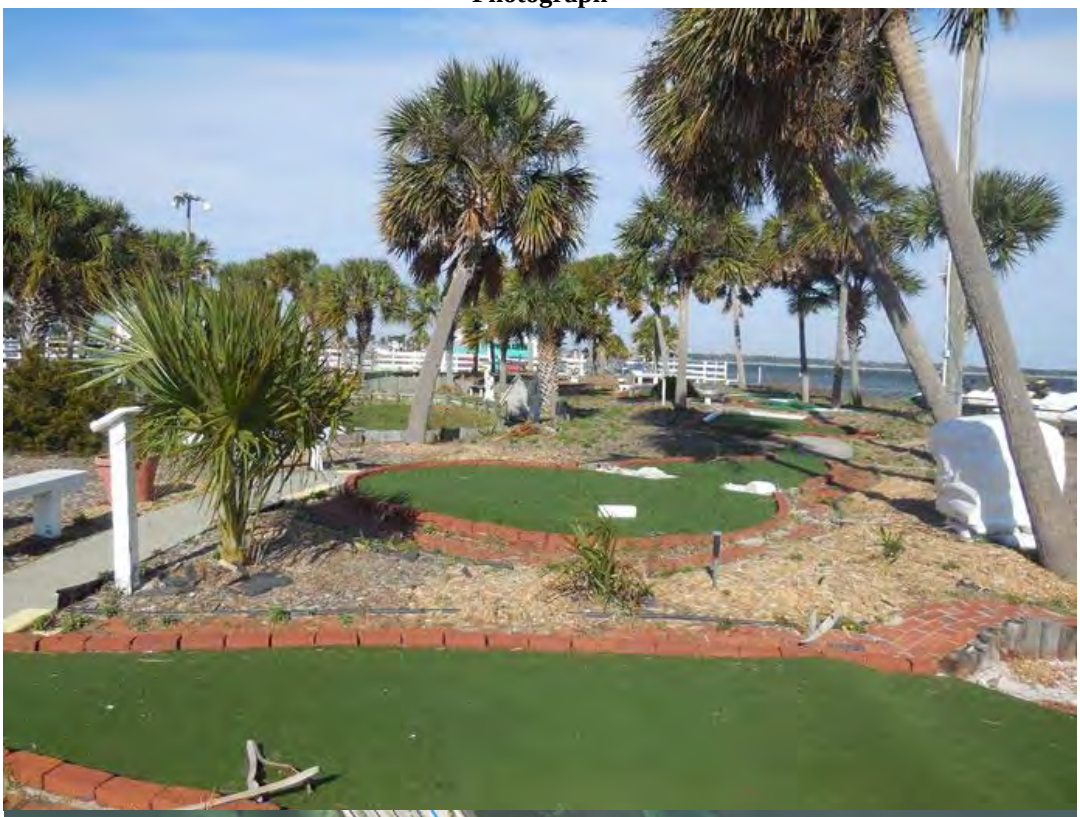
Land Sale No. 4

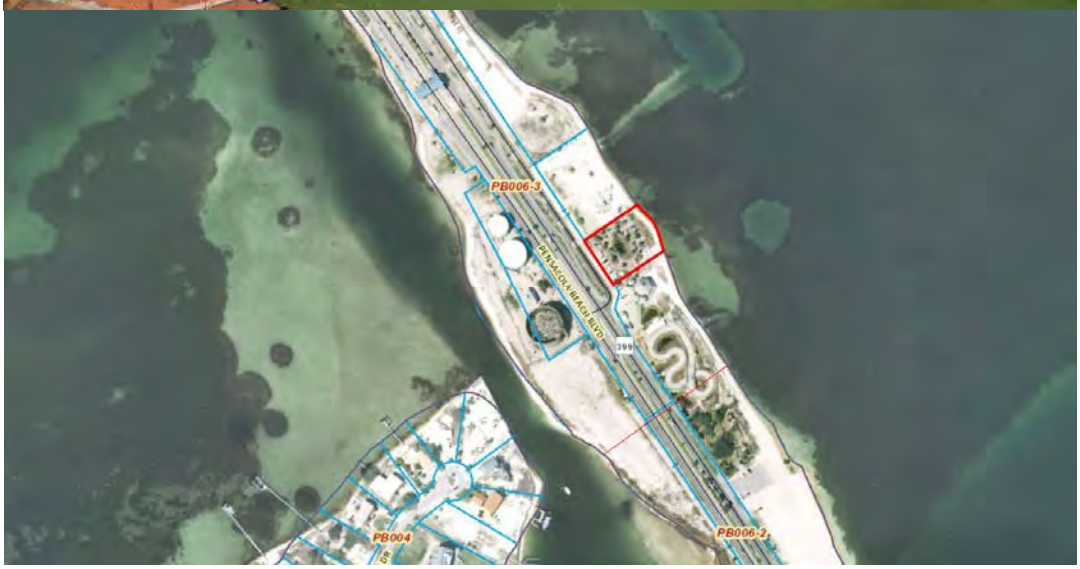
Property Identification		
Record ID	443	
Property Type	Waterfront Land	
County	Escambia County	
Location	East side of Pensacola Beach Boulevard just south of the Toll Gate.	
Address	450 Pensacola Beach Boulevard Pensacola Beach, FL 32561	
Tax ID	28-2S-26-0900-001-004	
Sale Data		
Grantor	Bonifay Water Sports	
Grantee	Pensacola Beach Yacht Club	
Sale Date	March 09, 2015	
Deed Book/Page	7316/571	
Property Rights Transferred	Leasehold	
Financing	Conv.	
Conditions of Sale	Arm's Length	
Sale Price	$500,000	
Land Data		
Zoning	Rec/R-PB	
Utilities Available	All	
Topography	Sloping to Water	
Shape	Rectangular	
Land Dimensions	155.6 x 183.11 x 155.6 x 187.7	
Flood Zone	Zone VE El 12	
Land Size – Acres and SF	0.690 Acres	30,056 SF
Developable Units and FF	DU	156 FF
Uplands	0.690 Acres	
Wetlands	Acres	
Indicators		
Sale Price/Gross Acre	$724,638/Acre	
Sale Price/Gross SF	$16.64/SF	
Sale Price/Developable Unit	/DU	
Sale Price/Front Foot	$3,205/FF	
Sale Price/Developable Acres	$16.64/SF	
Verification	John Ehrenreich, Seller, , Date August 04, 2015	
Confirming Appraiser	Tom Fruitticher, MAI	
Days On Market	Not marketed	
Five Year Sales History	No other sales in previous 5 years.	
Assessed Value	***Year*** 2015	

Remarks

This site is located on the east side of a service road that extends along the east side of Pensacola Beach Boulevard, just south of the toll booth from the bridge that leads to the island. Adjoining the site to the north is a parasailing business and to the south is a go-kart track and snack shack for the Bonifay Water Sports. Across the street to the west are the water towers for the Island. To the east is the Santa Rosa Sound or Intracoastal Waterway, which provides good water views and unlimited water activities. Numerous restaurants, shops, and public Gulf front beaches can also be found within walking distance. The site was improved with a mini golf course that was given no value and buyers plan to develop the site with a clubhouse building for the Yacht Club.

Land Sale No. 4
Photograph





Site

Land Sale No. 5

Property Identification		
Record ID	868	
Property Type	Commercial	
County	Escambia County	
Location	East side of Pensacola Beach Boulevard just south of the toll both.	
Address	Pensacola Beach Boulevard Pensacola Beach, FL 32561	
Tax ID	28-2S-26-0900-002-008	
Sale Data		
Grantor	Bonifay Water Sports, Inc.	
Grantee	Beach To Bay LLC	
Sale Date	March 13, 2017	
Deed Book/Page	7684/1080	
Property Rights Transferred	Leasehold	
Financing	Cash	
Conditions of Sale	Arm's Length	
Sale Price	$1,342,000	
Land Data		
Zoning	Recreational	
Utilities Available	All	
Topography	Level	
Shape	Slightly Irregular	
Land Dimensions	Numerous	
Flood Zone	Zone VE	
Land Size – Acres and SF	1.940 Acres	84,506 SF
Developable Units and FF	DU	503 FF
Uplands	1.940 Acres	
Wetlands	Acres	
Indicators		
Sale Price/Gross Acre	$691,753/Acre	
Sale Price/Gross SF	$15.88/SF	
Sale Price/Developable Unit	/DU	
Sale Price/Front Foot	$2,668/FF	
Sale Price/Developable Acres	$15.88/SF	
Verification	Robert Rinke, Buyer, 850-516-4611, Date June 05, 2018	
Confirming Appraiser	Tom Fruitticher, MAI	
Days On Market	0 DOM	
Five Year Sales History	No other sales noted in the previous 5 years.	
Assessed Value	***Year*** 2017	

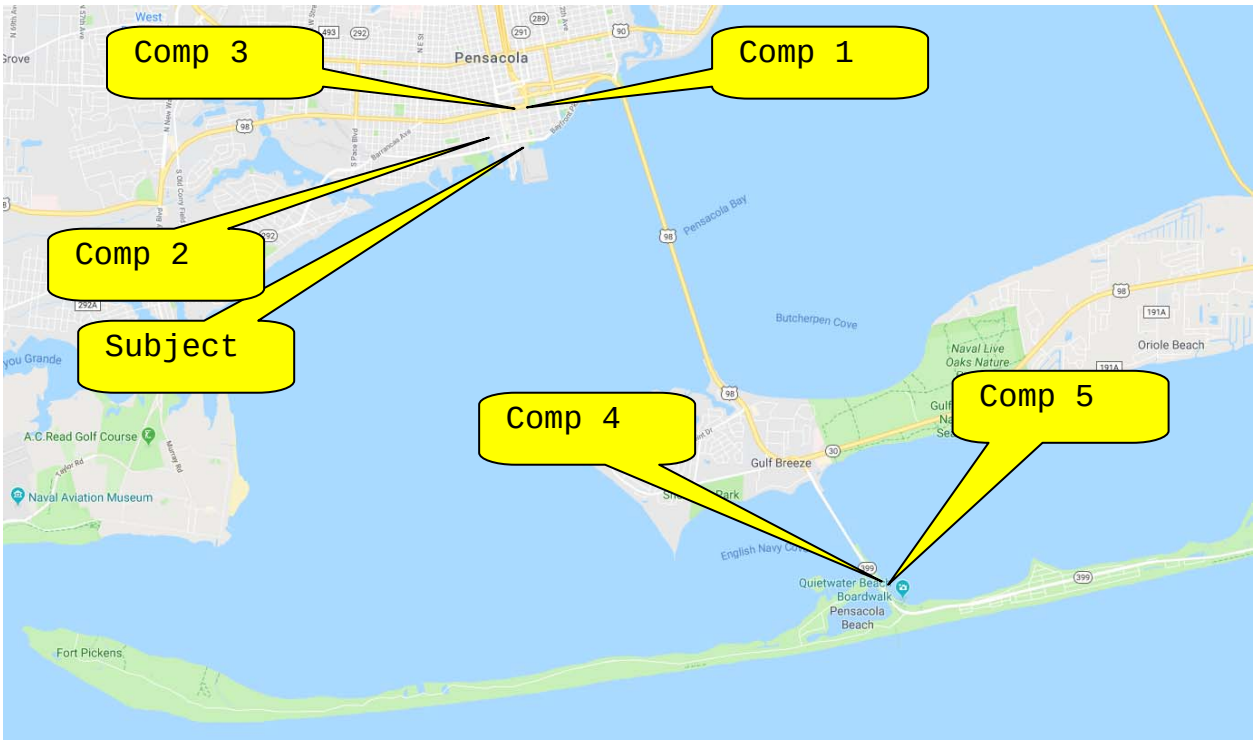
Remarks

This is a slightly irregular shaped parcel that offers about 503 feet of frontage along Santa Rosa Sound and a similar amount of frontage along Pensacola Beach Boulevard and a service road. In addition to the upland, the sale included a submerged land lease for a boat dock and boat lift. The upland area is fairly level and was improved with a go-cart track and several small gazebo buildings having a total size of about 3,200 square feet but the improvements did not contribute to the value of the land. The buyer purchased this property for future re-development.

Land Sale No. 5
Photograph

Site

Sales Location Map



LAND RESIDUAL VALUE ANALYSIS

Land Sales Summary Grid					
	Comparable 1	**Comparable 2**	**Comparable 3**	**Comparable 4**	**Comparable 5**
Location:	223 East Garden Street	221 South Baylen Street	223 East Garden Street	450 Pensacola Beach Boulevard	Pensacola Beach Boulevard
City	Pensacola	Pensacola	Pensacola	Pensacola Beach	Pensacola Beach
Property Rights	Fee Simple	Fee Simple	Fee Simple	Leasehold	Leasehold
Financing	Owner Financing	Cash	Cash to Seller	Conv.	Cash
Conditions of Sale	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length
Date of Sale:	7/21/2017	9/16/2016	8/19/2016	3/9/2015	3/13/2017
Sale Price:	$2,000,000	$675,000	$1,984,042	$500,000	$1,342,000
Property Type	Commercial Land	Commercial Land	Commercial Land	Waterfront Land	Mixed Use
Utilities Available	All	All	All public and	All	All
Topography	Level	Level	Level	Sloping to Water	Level
Shape	Rectangular	"L" Shaped	"L" Shaped	Rectangular	Slightly Irregular
Land Size Acres	1.940 Acres	0.451 Acres	2.368 Acres	0.690 Acres	1.940 Acres
Land Size Upland Acres	1.940 Acres	0.451 Acres	2.368 Acres	0.690 Acres	1.940 Acres
Land Size FF	586 FF	142 FF	721 FF	156 FF	503 FF
Land Size SF	84,506 SF	19,641 SF	103,150 SF	30,056 SF	84,506 SF
Price/Acre:	$1,030,928/Acre	$1,497,006/Acre	$837,856/Acre	$724,638/Acre	$691,753/Acre
Price/FF	$3,413/FF	$4,754/FF	$2,752/FF	$3,205/FF	$2,668/FF
Price/SF	$23.67/SF	$34.37/SF	$19.23/SF	$16.64/SF	$15.88/SF

LAND RESIDUAL VALUE ANALYSIS (Cont'd.)

SUBJECT SITE DESCRIPTION SUMMARY: The subject site is found within the downtown area of Pensacola, just off a main arterial. The upland area is 2.122 acres or 92,434 square feet in size, offers good utility and is zoned for a mixed use commercial development. The land has a level topography and offers water frontage on Pensacola Bay.

A search of the area was made for land sales that have a similar highest and best use to the subject resulting in the previous sales. These properties will be compared to the subject property on a value per square foot basis as this is a common way for area buyers to consider purchases. There have been very few recent commercial water front sales in this area so interior sales in the immediate area are also being used. It is noted that the two commercial water front sales that were available have values that are in line with the interior downtown sales, indicating the interior land sales are applicable. The adjustments considered are as follows.

PROPERTY RIGHTS SOLD - In all of the comparable sales, the property rights sold were those of the fee simple interest or leasehold interest wherein the terms of the lease equate to ownership similar to fee simple interest. As the interests sold are similar to the interest being appraised at the end of the 27 year holding period, no property rights adjustments are considered to be necessary.

FINANCING - The properties also sold for cash or terms considered to be similar to a cash sale requiring no financing adjustments.

CONDITIONS OF SALE - All of the sales were arms-length transactions requiring no conditions of sale adjustments.

LAND RESIDUAL VALUE ANALYSIS (Cont'd.)

EXPENDITURES IMMEDIATELY AFTER PURCHASE – Sales two and five had improvements on them at the time of sale that either were or will have to be removed prior to re-development. Sale two's removal cost was indicated to be $1.76/SF of the land area, which will be used as an upward adjustment. Sale five included about 3,200 square feet of buildings that can be removed for about $5.00/SF or $16,000, which works out to $0.19/SF of the land area. This will also be used as an upward adjustment.

MARKET CONDITIONS ADJUSTMENT – Sales one and five are fairly recent having taken place in 2017 and no adjustment is necessary for them but the market conditions have been improving and sales two, three and four would require consideration for the improved market conditions. Sale three adjoins sale one to the west and they are very similar in all respects with the exception of the date in which they took place. Sale three sold on 8/2016 for $19.23/SF and about 1 year latter sale one sold on 7/2017 for $23.67/SF. This comparison would indicate the 2016 sales would require an upward 23% adjustment to compare to the more recent sales. This is a fairly large adjustment for such a short period of time but considering all of the recent activity in the downtown area, it is considered realistic but will likely not continue to increase at such rates.

Sales four and five are also located next to each other but the same analysis can not be conducted with these two sales, as sale four is so much smaller than sale five. Sale four took place in 2015, or about a year prior to the 2016 sales. As such, it will be adjusted up by 46% considering the two year difference between it and the most recent sales.

LOCATION & PHYSICAL ADJUSTMENTS – The subject site is located in downtown Pensacola in the highly desirable historic district, which is very similar to sales one, two and three. Sales four and five are located on Pensacola Beach in the similarly desirable commercial core of the beach and no location adjustment is necessary.

LAND RESIDUAL VALUE ANALYSIS (Cont'd.)

Sales one, three and five are very similar in size to the subject property and sales two and four are much smaller. Sale four is somewhat in line in value with the larger sales, after the previous adjustments are considered, indicating little or no size adjustments are necessary. Sale two in comparison to the larger sales would indicate a fairly large downward adjustment of about 50% would be required and it is about the same size as sale four. As these two comparisons are so different, no size adjustment will be made but size will be considered in the final reconciliation.

Sales four and five offer water front features, while sales one, two and three do not. Typically, a water front feature would be expected to command a premium but after the previous adjustments are considered, they have values that are similar to the interior sales so no adjustment will be made. The sales are considered similar enough in all other respects that no other adjustments are necessary. The previous adjustments are shown on the following adjustment grid.

Land Sales Adjustment Grid					
	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Sale Price /SF	$23.67 /SF	$34.37 /SF	$19.23 /SF	$16.64 /SF	$15.88 /SF
Property Rights Adjustment	0%	0%	0%	0%	0%
Property Rights Adj. $/SF	$23.67 /SF	$34.37 /SF	$19.23 /SF	$16.64 /SF	$15.88 /SF
Financing Adjustment	0%	0%	0%	0%	0%
Financing Adj. $/SF	$23.67 /SF	$34.37 /SF	$19.23 /SF	$16.64 /SF	$15.88 /SF
Conditions of sale Adjustment	0%	0%	0%	0%	0%
Conditions of sale Adj. $/SF	$23.67 /SF	$34.37 /SF	$19.23 /SF	$16.64 /SF	$15.88 /SF
Expenditures Immediately After Purchase Adjustment	$.00 /SF	$1.76 /SF	$.00 /SF	$.00 /SF	$.19 /SF
Expenditures Adj. $/SF	$23.67 /SF	$36.13 /SF	$19.23 /SF	$16.64 /SF	$16.07 /SF
Market Conditions Adjustment	0%	23%	23%	46%	0%
Market Conditions Adj. $/SF	$23.67 /SF	$44.44 /SF	$23.65 /SF	$24.29 /SF	$16.07 /SF
Locational & Phsical Characteristic Adjustments					
Location Adjustment	0%	0%	0%	0%	0%
Property Type/Zoning Adjustment	0%	0%	0%	0%	0%
Utilities Adjustment	0%	0%	0%	0%	0%
Topography Adjustment	0%	0%	0%	0%	0%
Shape Adjustment	0%	0%	0%	0%	0%
Size Adjustment	0%	0%	0%	0%	0%
Wetlands Adjustment	0%	0%	0%	0%	0%
Value Indiation	**$23.67 /SF**	**$44.44 /SF**	**$23.65 /SF**	**$24.29 /SF**	**$16.07 /SF**

LAND RESIDUAL VALUE ANALYSIS (Cont'd.)

RECONCILIATION – Sale two is well outside the value of the other sales so it will be given no weight. Sales four and five are the only commercial water front sales available and the value difference between the larger sale five and the similar sized sales one and three may be the requirement to build on pilings due to being located in a flood zone, as this adds greatly to the development costs. Sale four's value is higher than sale five's but this is considered to be a result of the smaller size. As the subject site is also located in a flood zone and improvements would have to be constructed on pilings, more weight will be given to sale five with some upward influence from the other sales to indicate an applicable value of $19.00/SF. Applying this to the subject's upland area of 92,434 square feet, results in a current land value opinion of $1,756,246, which can be rounded to $1,756,000. It should be noted that the subject land includes submerged land that can be used for marina facilities, which is very similar to sale five. As sale five's upland value would have the submerged land potential inherent in its value, the subject's value of $1,756,000 would also be expected to have this inherent value.

From this value should be deducted the cost to remove the existing improvements, as they would not be expected to have value at the end of the holding period and would need to be removed so the land could be re-developed. According to the Marshall & Swift Cost Handbook, the improvements can be demolished and removed for a cost range of $3.64/SF to $5.62/SF. Other appraisals that I worked on where building removal was necessary had costs that ranged from $4.50/SF to $5.50/SF. For this analysis I will consider a removal cost of $5.00/SF. Applying this to the building size of 19,743 square feet indicates a total removal cost of $98.715, which will be rounded to $99,000. Deducting the removal costs from the vacant land value of $1,756,000 would indicate an as is land value of $1,657,000.

The value of $1,657,000 is a present value but the land residual or value at the end of the holding period is what should be applied to the cash flow analysis. Property values have risen and fallen over the past but to get an idea of value trends sales and resales of random vacant parcels in the downtown area were researched.

LAND RESIDUAL VALUE ANALYSIS (Cont'd.)

Parcel #00-0S-00-9070-030-056 sold on 11/15/2010 for $650,000 per O.R. 6649/1649. This same parcel resold 7 years latter for $737,500 per O.R. 7827/468. Comparing the older sale to the newer sale indicates an overall increase in value of 13.5% or an average annual increase of about 1.9% annually.

Parcel #00-0S-00-9080-280-087 sold on 10/2006 for $50,000 per O.R. 6011/1120. This same parcel resold 10.5 years latter for $58,000 per O.R. 7689/728. Comparing the older sale to the newer sale indicates an overall increase in value of 16% or an average annual increase of about 1.5% annually.

Parcel #00-0S-00-9025-001-008 sold on 04/2006 for $3,900,000 per O.R. 5885/110. This same parcel resold 10 years latter for $3,000,000 per O.R. 7509/1985. Comparing the older sale to the newer sale indicates an overall decrease in value of 23% or an average annual decrease of about 2.3% annually.

Parcel #00-0S-00-9080-002-136 sold on 07/1989 for $145,000 per O.R. 2727/837. This same parcel resold 27 years latter on 07/2016 for $406,600 per O.R. 7554/411. Comparing the older sale to the newer sale indicates an overall increase in value of 180% or an average annual increase of about 6.7% annually.

As shown, values can vary over time. The value changes identified range from a -2.3% annually to a +6.7% annually and averaged about +2% annually. No one knows what will happen in the future but it is a fairly safe estimate that values will increase over the next 27 years. As such, I will consider a 2% average annual compound increases to indicate a land residual value of $2,828,310 at the end of the 27 year holding period. From this I will deduct 5% for Realtor Commissions and 1% for closing costs to indicate net sale proceeds of $2,658,611, which will be rounded to $2,659,000.

The subject's land lease is net to the leased fee owner, indicating the leased fee owner has no responsibility for the taxes, insurance or maintenance on the property. As such, there are no deductions from the annual lease proceeds. The annual lease proceeds of $46,395.70 will be used for the 27 year discounted cash flow analysis. As was shown above, the net reversion value

LAND RESIDUAL VALUE ANALYSIS (Cont'd.)

of the land at the end of the holding period is $2,659,000. These future cash flows will be discounted back to a present value using an appropriate present value factor.

Income Approach

Following is the *Fourth Quarter 2017 Investor Survey from Price Waterhouse Cooper*, which shows the National Net Lease market Internal Rates of Return (discount rate) for retail and office buildings ranging from 5% to 11.5% and the average being from 7.05 to 7.6. Typically, national credit tenants command the lower end of this range and less credit worthy tenants command the upper end. As the subject property is not occupied by a national credit tenant but does have a good track record, its' internal rate of return would be expected to be above the average but lower than the upper end of the range. For this analysis, I will consider a rate between the average and the upper end or 9%.

Economic Indicators | PwC Real Estate Investor Survey, Q4 2017

	Regional Mall		CBD Office		Warehouse		Apartment	
	Q4 2017	Q3 2017	Q4 2017	Q3 2017	Q4 2017	Q3 2017	Q4 2017	Q3 2017
Discount Rate (IRR)[a]								
Range (%)	5.00 – 11.50	5.00 – 11.50	5.50 – 9.00	5.50 – 9.50	5.50 – 9.00	5.50 – 9.00	5.50 – 10.00	5.50 – 10.00
Average (%)	7.60	7.60	7.05	7.13	6.60	6.65	7.26%	7.28%
Change (bps)		0		–8		–5		–2
Overall Cap Rate (OAR)[a]								
Range (%)	4.00 – 10.00	4.00 – 10.00	3.50 – 8.00	3.50 – 7.50	3.30 – 6.90	4.00 – 6.90	3.50 – 7.50	3.50 – 7.50
Average (%)	6.25	6.23	5.73	5.66	5.06	5.22	5.32	5.35%
Change (bps)		+2		+7		–16		–3
Residual Cap Rate								
Range (%)	4.00 – 10.00	4.00 – 10.00	4.75 – 8.00	4.75 – 7.50	5.00 – 7.50	5.00 – 7.00	4.25 – 7.75	4.25 – 7.75
Average (%)	6.68	6.70	6.16	6.11	5.90	5.96	5.74	5.79
Change (bps)		–2		+5		–6		–5

[a]Rate on unleveraged, all-cash transactions. Definitions: bps, basis points. Discount Rate (IRR), internal rate of return in an all-cash transaction, based on annual year-end compounding. Overall Cap Rate (OAR), initial rate of return in an all-cash transaction. Residual Cap Rate, overall capitalization rate used in calculation of residual price; typically applied to the NOI in the year following the forecast. Survey involves institutional-grade properties. Source: PwC Real Estate Investor Survey; Personal survey conducted by PwC during December 2017. For subscription information, please visit http://bit.ly/pwc_real_estate_survey or call 1-800-654-3387.

A summary of the cash flow analysis follows.

Income Approach (Cont'd.)

27 Year Cash Flow Analysis										
Year	1	2	3	4	5	6	7	8	9	10
Total Annual Income	$46,396	$46,396	$46,396	$46,396	$46,396	$46,396	$46,396	$46,396	$46,396	$46,396
Present Value Factor @ 7.3%	0.9174	0.8417	0.7722	0.7084	0.6499	0.5963	0.5470	0.5019	0.4604	0.4224
Present Value Indication	**$42,564**	**$39,052**	**$35,827**	**$32,867**	**$30,153**	**$27,666**	**$25,379**	**$23,286**	**$21,361**	**$19,598**
Year	11	12	13	14	15	16	17	18	19	20
Total Annual Income	$46,396	$46,396	$46,396	$46,396	$46,396	$46,396	$46,396	$46,396	$46,396	$46,396
Present Value Factor @ 7.3%	0.3875	0.3555	0.3262	0.2992	0.2745	0.2519	0.2311	0.2120	0.1945	0.1784
Present Value Indication	**$17,978**	**$16,494**	**$15,134**	**$13,882**	**$12,736**	**$11,687**	**$10,722**	**$9,836**	**$9,024**	**$8,277**
Year	21	22	23	24	25	26	27*			
Total Annual Income	$46,396	$46,396	$46,396	$46,396	$46,396	$46,396	$2,705,396			
Present Value Factor @ 7.3%	0.1637	0.1502	0.1378	0.1264	0.1160	0.1064	0.0976			
Present Value Indication	**$7,595**	**$6,969**	**$6,393**	**$5,864**	**$5,382**	**$4,937**	**$264,047**			
	*Includes Annual Rent of $46,396 Plus Land Value Reversion of $2,659,000									
Total Value of Cash Stream Plus Reversion			**$724,708**							

The above cash flow analysis indicates the total present value of the future cash flows to be $724,708, which can be rounded to **$725,000**. This is the value to the leased fee ownership position, which is currently owned by the City of Pensacola.

Subject to the above and the limiting conditions and certification as set forth herein, it is my opinion that the market value of the Leased Fee Estate of the Pitt Slip Marina and Fish House Property as of the last date of inspection, June 4, 2018, was:

SEVEN HUNDRED TWENTY FIVE THOUSAND DOLLARS
$725,000
(Leased Fee Market Value)

The above value is the value of the leased fee estate ownership interest considering there are 27 years remaining on the existing lease. This value represents the value a buyer could pay for the City of Pensacola's interest and realize a required return on the investment.

ADDENDA

QUALIFICATIONS AS AN APPRAISER

TOM FRUITTICHER, MAI
State-Certified General Real Estate Appraiser #0002029 (Florida)
Certified General Real Property Appraiser #G00788 (Alabama)
3000 Langley Avenue, Suite 402, Pensacola, Florida – Tom@flag1.net
Cell Phone 850-982-2470

EDUCATION

B.A. Political Science, University of West Florida, Pensacola, Florida, 1986

APPRAISAL INSTITUTE COURSES SUCCESSFULLY COMPLETED

"Report Writing and Valuation Analysis", Florida State University, 1995; "Advanced Applications", University of Alabama, 1995; "Advanced Sales Comparison & Cost Approach", Orlando College, 1995; "Highest & Best Use and Market Analysis", Kissimmee, Florida, 1995; "Advanced Income Capitalization", University of Alabama, 1994; "General Applications", University of Colorado Boulder, 1994; "Basic Income Capitalization", University of Colorado Boulder, 1994; "Standards of Professional Practice, Part A & B, USPAP", Florida State University, 1993; "Basic Valuation Procedures", University of Alabama, 1990; "Real Estate Appraisal Principles", University of Georgia, 1989

CONTINUING EDUCATION & ADDITIONAL REAL ESTATE RELATED COURSES COMPLETED

Business Practices & Ethics 12/30/2017 (4 Hours), Subdivision Valuation 8/2/2017 (7 Hours), Case Studies in Complex Valuation 4/28/2017 (7 Hours), Advanced Spreadsheet Modeling 5/18/2016 (14 Hours), Staying Out of Trouble 6/19/2015 (7 Hours), USPAP Update 10/10/2016 (7 Hours), Florida appraiser Core Law 10/2016 (3 Hours) Real Estate Finance Statistics 9/25/2014 (14 Hours), Residential Applications: Using Technology to Measure and Support Assignment Results 5/23/2014 (7 Hours), Using Spreadsheet Programs in RE Appraisals 5/22/2014 (7 Hours) Qualitative Analysis 9/13/2012 (4 Hours), IRS Valuation 7/19/2012 (2 Hours), Litigation Appraising 10/17/2011 (15 Hours), Business Practices and Ethics 10/13/2011 (4 Hours), Online Advanced Internet Search Strategies 8/24/2011 (7 Hours), Appraisal Laws and Rules 9/24/10 (3 Hours), Roles/Responsibilities Supervisor/Trainee 9/24/10 (3 Hours),The Appraiser as an Expert Witness 5/19/10 (15 Hours), Condemnation Appraising: Principles & Applications 5/1/09 (17 Hours), The New Residential Market Conditions Form 3/3/09 (3 Hours), Appraisal Laws and Rules 4/24/08 (3 Hours), Roles/Responsibilities Supervisor/Trainee 4/24/08 (3 Hours), Business Practices & Ethics 11/1/07 (8 Hours), Analytics with the Site to Do Business 8/3/07 (7 Hours), A Professional's Guide to Conservation Easements 7/15/07 (4 Hours), Residential Site Valuation & Cost Approach 4/12/07-4/13/07 (15 Hours), Residential Market Analysis & Highest & Best Use 4/10/07-4/11/07 (15 Hours), Appraising Forestland and Timber 2/9/06 (7 Hours), Subdivision Valuation 1/27/06 (7 Hours), Appraising Environmentally Contaminated Properties 1/17/06 (7 Hours), "Uniform Standards for Federal Land Acquisitions" 3/23/04 (16 Hours), "Effective Appraisal Writing" 8/22/03 (7 Hours), Florida State Law & USPAP Review 11/8/02 (7 Hours), Appraisal Strategies 10/29/02-10/30/02 (15 Hours), Florida Broker Post-License – Management 2/14/02-2/16/02 (30 Hours), Florida Broker Post-License – Contracts 3/21/02-3/23/02 (30 Hours), Data Confirmation & Verification 3/30/01 (7 Hours), Multifamily Housing Development 3/8/01-3/9/01 (16 Hours), Florida Broker Pre-License 3/16/00 – 3/31/00 (72 Hours), Valuing Real Property – 3/31/00 (31 Hours), Partial Interest Valuation – Divided & Undivided 1/13/00 – 1/14/00 (14 Hours) 1999 Symposium-Val. & the Evolution of the RE Cap. Mkts. 10/5/99 – 10/6/99 (10 Hours), FHA Homebuyer Protection Plan & The Appraisal Process 10/15/99 (7 Hours), Standards of Professional Practice, Part "C" 4/29/99 - 4/30/99 (16 Hours), Advanced Techniques Using the Marshall Valuation Service: Segregated Method, New Orleans, Louisiana, 1990; Using the Marshall Valuation Service: Calculator Method, New Orleans, Louisiana, 1990; "Real Estate Principles and Practice", Pensacola, Florida, 1986; "Coastal Zone Management and Residential Development", University of West Florida, 1985; "Professional Selling", University of West Florida, 1986; "Real Estate Law", Pensacola Junior College, 1983

EXPERIENCE

1997-Present The Fruitticher - Lowery Appraisal Group - Co-Owner and Appraiser (Residential and Commercial Real Estate).

1987-1997 Gene Presley & Associates - Independent contractor of commercial and residential appraisals.

Properties Appraised: For over 20 years, I have appraised single-family residential properties in the Pensacola Metropolitan Area and a variety of commercial properties throughout Northwest Florida and South Alabama that includes Apartments, Offices, Strip Shopping Centers, Subdivisions, Condominium Complexes, Restaurants, Industrial Buildings, vacant commercial sites and large acreage tracts (see attached list for notable properties appraised). I have also completed apartment project feasibility studies through the MAP program and office and hotel feasibility studies.

Principal Clients: Past clients include: The U.S. Army Corps of Engineers, The Florida Department of Environmental Protection, The City of Pensacola, The City of Fort Walton Beach, Emerald Coast Utility Authority, B.B.& T, Premier Bank, Peoples First Bank, Trustmark Bank, Gulf South Bank, Bank of North Georgia, Empire Financial, Red Mountain Bank, Atlantic Bank, Deutsche Banc, Bear Sterns, Whitney Bank, First National Bank, Nations Bank, Commerce South Bank, Emerald Coast Bank, Compass Bank, Vanguard Bank, Regions Bank, GMAC Mortgage, Member's First Credit Union, Florida Communities Trust, Resort Mortgage, Bank of Pensacola to name a few.

PROFESSIONAL AFFILIATIONS/LICENSES

Member Appraisal Institute, MAI #11325 (North West Florida Chapter of the Appraisal Institute Ex-Officio – 2010, President 2009 and the 2008 & 2007 Vice President)
Florida State Certified General Appraiser License #RZ 0002029 (Expiration Date 11/30/2018)
Alabama State Certified General Real Property Appraiser #G00788 (Expiration Date 9/30/2019)
Florida Licensed Real Estate Broker License #BK 0491970 (Expiration Date 3/31/2018)
Member - Home Builders Association of West Florida
Member - Pensacola Association of Realtors (Florida & National Association of Realtors)
Member - Pensacola Area Chamber of Commerce

REFERENCES

1. Mr. Todd Seigle
   Trustmark National Bank
   Post Office Box 5736
   Destin, Florida 32540
   Phone (850) 337-0709
   Fax (850) 337-0719
2. Mr. Keith Parks, Vice President
   Beach Community Bank
   33 West Garden Street
   Pensacola, Florida 32501
   Phone (850) 202 - 9900
   Fax (850) 202-9901
3. Mr. Perry Palmer, Vice President
   Bank of Pensacola
   500 South Palafox St.
   Pensacola, Florida 32502
   Phone (850) 483-6597
   Fax (850) 453-2736
4. Mr. Karl Nixon, Review Appraiser
   U.S. Army Corps of Engineers
   P.O. Box 4970
   Jacksonville, Florida 32232-0019
   Phone (904) 232-2339
5. Mr. Clark Davis
   State of Florida. DEP
   3900 Commonwealth Boulevard
   Tallahassee, Florida 32399-3000
   Phone (850) 488-9025
   Fax (850) 488-3379
6. Mr. Rex McKinney - President
   Servis 1st Bank
   316 S. Baylen Street, Suite 100
   Pensacola, Florida 32502
   Phone (850) 266-9121
   Fax (850) 266-9101

EXPERIENCE (Cont'd.)

PARTIAL SUMMARY OF NOTABLE APPRAISAL PROJECTS COMPLETED

Motels

- Best Western Motel, Via Deluna Dr., Pensacola Beach, Florida
- Wingate Inn Hotel, Destin, Florida
- Hampton Inn, Hwy 98, Fort Walton Beach, Florida
- New World Landing, Pensacola, Florida
- Paradise Motel, Pensacola Beach, Florida
- Hilton Garden Inn (Proposed), Jacksonville Beach, Florida
- Ramada Inn, Highway 98, Fort Walton Beach, Florida
- Comfort Inn, Fort Pickens Road, Pensacola Beach, Florida
- Best Western Motel, Highway 98, Navarre, Florida
- Best Western Motel (Proposed), Santa Rosa Boulevard, Fort Walton Beach, Florida
- Best Western Motel (Proposed), I-10 at Bullard Avenue Exit, New Orleans, Louisiana
- Holiday Inn Express (Proposed), John Sims Parkway, Niceville, Florida
- Ramada Inn Limited (Proposed), I-10 at Highway 185 Exit, Defuniak Springs, Florida
- Ramada Inn Limited, I-10 at Pine Forest Road Exit, Pensacola, Florida
- Residence Inn (Proposed), Chase Street, Pensacola, Florida

Apartments

- Country Wood Apartments MAP Feasibility Study
- Austin Woods Apartments, Pensacola, Florida
- The Reserve Apartments, Gulf Breeze, Florida
- Indian Lakes Apartments, Destin, Florida
- Fairfield Villas Apartments, Pensacola, Florida
- Huntington Arms Apartments, Gulf Breeze, Florida
- Sugar Loaf Apartments, Airport Road, Destin, Florida
- Cayo Grande Apartments, Racetrack Road, Fort Walton Beach, Florida
- Briarwood Apartments, Olive Road, Pensacola, Florida
- Lakeside Apartments (Proposed), Highway 98 West, Pensacola, Florida
- Sandalwood Apartments, Highway 98 West, Pensacola, Florida
- Creekside Apartments, Creekside Drive, Pensacola, Florida

Golf Courses

- The Moors Golf Course, Avalon Boulevard, Pace, Florida
- Heritage Plantation Golf Course & PUD, Crestview, Florida
- Perdido Bay Golf Club, Pensacola, Florida
- Seascape Golf Course and Resort, Highway 98, Destin, Florida

Restaurants

- The Back Porch Restaurant, Old Highway 98, Destin, Florida
- Jubilee's Restaurant & Capt. Funs, Pensacola Beach, Florida
- Pat Obrien's Restaurant & Entertainment, Destin, Florida
- The Boardwalk Entertainment Facility, Fort Walton Beach, Florida
- Dempsey's Restaurant, Highway 182, Orange Beach, Alabama
- Flounder's Restaurant, Quiet Water Beach Boulevard, Pensacola Beach, Florida
- McGuires Irish Pub, Gregory Street, Pensacola, Florida
- Kooter Brown's Sport Bar, Highway 98 West, Pensacola, Florida
- Nobusei's Japanese Restaurant, 9th Avenue, Pensacola, Florida
- Trigger's Seafood Restaurant, Gulf Beach Highway, Pensacola, Florida
- Outrigger Restaurant (Proposed), Orange Beach, Alabama
- The 331 Restaurant, Santa Rosa Beach, Florida

EXPERIENCE (Cont'd.)

Planned Unit Developments/Condominiums

- Emerald Grand mixed use development (287 Units & 82,896 SF Commercial), Destin, Florida
- Lagrange Landing PUD, Freeport, Florida
- River Walk PUD, Freeport, Florida
- Portofino Condominiums (750 Units Proposed), Pensacola Beach, Florida
- Sterling Breeze Condominiums (145 Units), Panama City, Florida
- Water Mark Condominiums (339 Units Proposed), Fort Walton Beach, Florida
- Twin Palms Condominiums (90 Units Proposed), Panama City Beach, Florida
- Gulf Crest Condominiums (151 Units Proposed), Panama City Beach, Florida
- Villas at Seacrest Beach (Proposed) C-30A, South Walton County, Florida
- Celadon Condominiums (193 Units Proposed), Panama City Beach, Florida
- Beach Retreat Condominiums (44 Units Proposed), Destin, Florida
- Saint Martins Condominiums (Proposed), Highway 98, Destin, Florida
- South Harbour Condominiums (Proposed), Fort Pickens Road, Pensacola Beach, Florida
- Terrace Crest Subdivision (Proposed), Shoreline Drive, Gulf Breeze, Florida
- Sunsail Subdivision (Proposed), Indian Trail Drive, Destin, Florida
- Tiger Trace Subdivision (Proposed), Highway 98, Gulf Breeze, Florida

Shopping Centers

- Landmark Center (Proposed), Fort Walton Beach, Florida
- Target Shopping Center on Blue Angel (Proposed), Pensacola, Florida
- Cordova Collections Shopping Center, Pensacola, Florida
- Thursday's Plaza, Pensacola, Florida
- Six Palms at Gulf Place, Santa Rosa Beach, Florida
- Uptown Station Shopping Center, Eglin Parkway, Fort Walton Beach, Florida
- Fort Walton Market Place, Mary Esther Cut Off, Fort Walton Beach, Florida
- Cooper Plaza (Proposed), Highway 98, Navarre, Florida
- Palm Plaza Shopping Center, John Sims Parkway, Niceville, Florida

Industrial Use Properties

- 100,000 SF Manufacturing Warehouse, Ellyson Industrial Park, Pensacola, Fl.
- 33,119 SF Storage Warehouse, 8826 Grow Drive, Pensacola, Fl.
- 36,844 SF Mini Warehouse, 7054 N. Palafox Street, Pensacola, Fl.
- 12,000 SF Warehouse & Showroom, 58 Carson Ave., Fort Walton Beach, Fl
- 27,840 SF Manufacturing Warehouse, 1575 9th Street, DeFuniak Springs, Fl.
- 113,905 SF Climate Controlled Mini-Warehouse, 2999 Gulf Breeze Pkwy, Gulf Breeze, Fl.

R.V. Parks

- A&M Perdido Key R.V. Resort, Perdido Key, Florida
- Pandion Ridge R.V. Resort, Orange Beach, Alabama
- Sugar Sands R.V. Resort, Orange Beach, Alabama
- Doc's R.V. Park, Gulf Shores, Alabama
- Destin West R.V. Resort, Destin, Florida
- Panama City Beach R.V. Resort, Panama City Beach, Florida
- Campers Inn R.V. Park, Panama City, Florida
- Sunset King Lake R.V. Resort, Defuniak Springs, Florida

Special Use Properties

- Portofino Spa, Gulf Breeze, Florida
- Gulf Breeze Stadium Seating Movie Theaters, Gulf Breeze, Florida
- Milton Stadium Seating Movie Theaters, Milton, Florida
- Legendary Marina Dry Storage Facility, Destin, Florida

EXPERIENCE (Cont'd.)

Expert Witness Testimony

Ward v. Priller (Escambia County Case #2001 CA 001520) - Trial
Antonetti v. Antonetti (Santa Rosa County Case #57-05-1446-DR01-DM-R) - Trial
Kaufmann v. Kaufmann (Santa Rosa County Case #041786) – Hearing
Ferrara v. Landbank Development Corp. (Santa Rosa County Case #2005-621-CA) - Trial
Kotlarz v. Kotlarz (Escambia County Case #2004 DR 2575) - Trial
BB&T v. Michael L. Iovieno, et.al. (Okaloosa County Case #2008 CA 001526s) - Appraisal
Ameris Bank v. W.G. Autrey, Jr. (Franklin County Case #08-000106-CA) - Appraisal
ECUA v. Palafox Partners, LTD (Escambia County Case #2007 CA 002319) - Deposition
Colonial Bank, N.A. v. R&B Construction (Walton County Case #08-CA-653) - Appraisal
Portofino HOA v. Chris Jones (Escambia County Case #2004 CA 2288) - Deposition
American Fidelity v. DKS Investments (Santa Rosa County Case #2008 CA 001335) - Trial
American Fidelity x. Navarre Comm. (Santa Rosa County Case #2008 CA 001583) - Trial
Clark, Partington v. W.W.P., LLC & Buckner Inv. (Okaloosa County Case #2010CA1417)–Trial
Petro, Jr. v Shelter Cove Condo (Escambia County Case #07-CA-1631) – Deposition
Eliason v. Bucklew (Escambia County Case #2008 CA 002112) – Appraisal & Affidavit
Forrest Daniell & Assoc. v. La Vista PK LLC (Escambia County Case #2008-CA-001954) – Trial
Summit Bank v. Highway 77 (Bay County Case #10-CA-237) – Hearing
BDC Capital v. Brookwood Dev. (Okaloosa County Case #2010 CA 006731C) – Hearing
Gulf Power Co. v Perdido Key Oyster Bar (Escambia Case #2012 CA 000836) – Deposition
Charterbank v Bay Island Developers (Okaloosa Case #2012 CA 000573) – Deposition
Bell v Ellzey (Escambia Case #2014 CA 2339) - Deposition

Land Lease

PITT SLIP MARINA LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this the 18th day of September, 1985, by and between the CITY OF PENSACOLA, FLORIDA, a municipal corporation of Florida, hereinafter called the "Lessor," and FLORIDA SUN INTERNATIONAL, INC., a Florida corporation, hereinafter called the "Lessee," whose address is 2828 Edgewater Drive, Post Office Box 7717A, Orlando, Florida 32854.

WITNESSETH:

WHEREAS, the Lessor owns title to certain submerged and upland lands located on the waterfront of Pensacola, Escambia County, Florida, commonly referred to as "Pitt Slip" (hereinafter referred to as the "subject property"), which is more fully described on Exhibit A attached hereto; and

WHEREAS, the Lessee has been selected by the City Council as the top ranked marina firm and City Council has authorized the City Manager to negotiate a Lease Agreement for the construction of a marina at Pitt Slip; and

WHEREAS, the Lessee is desirous of leasing from the Lessor certain submerged and uplands in the waters of Pensacola Bay, Pitt Slip, on a long term basis for the purpose of constructing and operating a marina and docking facility, harbor master office, ships store and related parking; and

WHEREAS, the Lessor is desirous of leasing to the Lessee that certain submerged and uplands in the waters of Pensacola Bay, Pitt Slip, on a long term basis; now therefore,

THE PARTIES HERETO agree as follows:

I. THE PROPERTY

Subject to the terms and conditions set forth herein:

A. The Lessor leases to the Lessee, and the Lessee leases from the Lessor, Parcels I and III, as described on Exhibit A attached hereto.

B. The Lessor subleases to the Lessee, and the Lessee subleases from the Lessor, Parcel IA (owned by the State of Florida), as described on Exhibit A attached hereto.

Exhibit 2

II. LEASE TERMS

A. The term of this lease for Parcels I and III shall be for a period pf thirty (30) years, commencing on the date of this agreement first written above.

B. This Lease Agreement may be renewed and extended for an additional thirty (30) years on the terms and conditions contained herein. To renew and extend this lease, Lessee shall give written notice to Lessor at least one (1) year prior to the expiration of the initial thirty (30) year lease term of its desire to renew and extend the term of this lease.

C. The term of this Lease/Sublease for Parcel IA shall be for a period of thirty (30) years, commencing from the date that the State of Florida (through the Governor, Cabinet and Trustees of the Internal Improvement Fund) approves the sublease from the Lessor to the Lessee. Upon expiration of the thirty (30) year term, the Lease/Sublease may be renewed in successive five (5) year increments subject to the Lessee, as the sublessee, complying with all terms and conditions during the preceding lease period and upon payment of a lease fee from the Lessee to the Lessor equal to the appraised rental value as established by a fee appraisal conducted during the last year of the preceding lease term as charged to the Lessor by the State of Florida under its Lease Agreement. The Lessor and the Lessee agree to cooperate in securing renewals of the State lease.

III. LEASE PAYMENTS

Lessee shall pay rent to the Lessor in the amounts and manner set forth herein:

A. Commencing with the date of this Lease Agreement, Lessee shall pay ground rent on a monthly basis in advance at the annual rate of ten (10) cents per square foot of submerged and upland leased property in marina related use. Failure to pay rent within fifteen (15) days of the due date shall constitute a default of this Lease Agreement.

B. In addition to the ground rent payments provided for in paragraph III.A. above, the Lessee shall pay to the Lessor: (a) five percent (5%) of "gross sales," as hereinafter defined, from business

enterprises operated by the Lessee, except that the percentage attributable to marina fuel shall be four-tenth of one percent (0.4%) of sales up to one hundred and fifty thousand (150,000) gallons and one-half of one percent (0.5%) of sales exceeding one hundred fifty thousand (150,000) gallons; and (b) five percent (5%) of "gross rentals," as hereinafter defined, received from sublessees, except that the percentage attributable to office rent shall be two and one-half percent (2.5%).

Commencing with the first anniversary date of this Lease Agreement, the Lessee shall pay to the Lessor the amounts required under both paragraph III.A. above and this paragraph III.B. for the previous year; however, any amount paid by the Lessee as "ground rent" under paragraph III.A. above shall be applied to and shall reduce any amounts due under this paragraph III.B. (Example: If the Lessee owed the Lessor the sum of $12,000.00 as "ground rent" during any given year, and the above-stated percentages of gross sales would require during that year the payment of $15,000.00 from the Lessee to the Lessor, then the total amount paid to the Lessor by the Lessee for both "ground rent" and applicable percentages of gross sales would be the sum of $15,000.00.)

In order to define, calculate and verify the amounts due the Lessor under this paragraph III.B., the following definitions and procedures shall apply:

1. Definitions of Gross Rentals and Gross Sales:

(a) As used herein, the term "gross rentals" shall mean all rents or other monies actually received by the Lessee from all business enterprises (sublessee or tenants -- including any business enterprises operated by the Lessee) within the project, including origination or renewal bonuses, but excluding deposits for damages or performance, and any sums collected and paid out for any sales, excise or other tax.

(b) As used herein, the term "gross sales" shall mean, all monies received by the Lessee, whether wholly or partially for cash or on credit, of all merchandise and services sold and all other receipts by sale or otherwise of all business conducted on or from the subject property by Lessee, its subsidiaries or business

combinations, including without limiting the foregoing, all sales to subsidiaries, business combinations, employees or agents of Lessee, all orders taken in or from the premises by Lessee, its employees or agents, although said orders may be received by telephone or mail, or filed elsewhere, or procured from the premises by house-to-house or other canvassing, and all rentals of boat slips and dry storage areas. Sales to customers on a lay-away basis shall be recognized as "gross sales" within ninety (90) days of the lay-away transaction and in any event must be fully recognized when the merchandise leaves the premises.

The term "gross sales" shall also include, without limitation, all deposits not refunded to purchasers, all service charges for lay-away sales, and all commissions received from vending and game machines on the premises for use by the general public, and other cash receipts resulting from sales transactions on the premises.

There shall be excluded from "gross sales" any sum collected and paid out for any sales, excise or other tax based upon all taxable sales in this definition of "gross sales" as required by law, whether now or thereafter in force. The term "gross sales" shall not include the exchange or transfer of merchandise between the stores of any tenant of Lessee where such exchanges or transfers of merchandise are made solely for the convenient operation of the business of any tenant of Lessee, and not for the purpose of consummating a sale made in, from or upon the premises; the amount of returns to shippers or manufacturers, nor the amount of any cash credit refunds upon any sale where the merchandise sold, or some part thereof, is transferred, returned by the purchaser to and accepted by any tenant; nor sales of fixtures.

There shall also be excluded from the term "gross sales" all fees or service charges for delivery fees and C.O.D. fees. The term "gross sales" shall also exclude finance charges resulting from a tenant's accounts receivable.

2. Verification and Accounting: The Lessee agrees to keep accurate and permanent records of all transactions and make same available for inspection and auditing by the Lessor. The Lessee

further agrees to require in all subleases that tenants maintain the same records and likewise make those available to the Lessor for inspection and auditing.

Within one hundred twenty (120) days after the end of each year during which percentage payments to the Lessor are due hereunder, the Lessee shall provide the Lessor with tax information and other financial data on the results of operations of Lessee from the leased premises, as the Lessor may request. Said data shall show the gross sales as defined herein and shall be accompanied by payment. The Lessor reserves the right to require audited statements if in the Lessor's opinion the tax statements and other financial data are insufficient for purposes of verification and accounting for results of operations from the Leased Premises. In the event the Lessor requests an audited statement and the results indicate that the percentage payments made to Lessor are equal to or greater than 97% of the amount due, Lessor shall be required to bear the cost of the audit.

Such information as Lessee deems confidential to its operation shall be kept confidential by the Lessor; provided, however, that the Lessor may make public disclosure of such information using gross amounts summarizing operations of the entire project and not disclosing results of operations of individual tenants.

C. Lessee shall pay Lessor interest from the date when due on all rent payments that are made by Lessee to Lessor more than fifteen (15) days after the date that same become due and payable. The interest to be paid Lessee shall be the announced commercial prime rate of interest charged by Chemical Bank of New York, or its successor, as that rate may change from day to day.

IV. AUTHORITY TO LEASE PROPERTY

A. By the execution hereof, the parties understand and agree that the Lessor will receive from the Governor and Cabinet of the State of Florida final approval of a lease from the State to the Lessor covering parcel IA and that said lease will contain a provision whereby the Lessor may sublease said parcel to the Lessee

under the terms and conditions set forth herein. This Lease Agreement shall become effective on the date that the Governor and Cabinet give final approval to the sublease.

B. The Lessor has furnished the Lessee with a current survey of the property.

C. The parties understand that a portion of the property described is subject to an existing lease in favor of Southern Chemical Storage & Transit Company and further that certain improvements and storage tanks associated with said lease are located upon the subject property. Lessee, nonetheless, enters into this Lease Agreement notwithstanding the foregoing; however, in the event that Lessee's predecessor in possession of the property upon which said improvements and storage tanks are located abandons the property without having made provision for the removal of said improvements and storage tanks or other material necessary to make the site useable, and should it become necessary for the Lessee to remove same at Lessee's own expense, the Lessor shall offset and reduce lease payments due to it under the terms hereof by an amount equal to the costs incurred by the Lessee in making the site useable. The manner and terms upon which said offset in lease payments shall occur shall be subject to further negotiation between the parties.

The Lessor shall provide the Lessee exclusive possession of Gimble Street and that part of the premises southerly thereof at such time as the current lease with Southern Chemical Storage & Transit Company terminates in January, 1986, or at such earlier date as the Lessor acquires possession of the premises, with the consent of the current Lessee, and the Lessor vacates Gimble Street. Prior to the vacation of Gimble Street, the Lessee may use it for parking purposes, provided that the Lessee provides a reasonable means of ingress and egress for Southern Chemical Storage & Transit Company.

V. USE OF LEASED PROPERTY AND COMMENCEMENT AND COMPLETION OF CONSTRUCTION

The leased property shall be developed by Lessee as a marina complex of approximately 94 slips and include a harbor master facility, ships store and fuel facilities and related parking. Lessee may use portions of the leased property for restaurants,

lounges or other ancillary, compatible marina uses upon approval by the Lessor's City Council as part of the final Site Specific Development Plan.

Lessee shall commence construction of the planned improvements after Lessor has completed the site work funded through the State of Florida's Department of Natural Resources, Florida Recreation Development Assistance Program Grant. Lessee shall complete construction of the improvements within six (6) months of the date of this Lease Agreement, provided that Lessee may request a reasonable extension of time for the commencement and completion of construction of said improvements, and Lessor agrees not to unreasonably withhold its approval of such request.

VI. CONSTRUCTION OF IMPROVEMENTS AND CONSTRUCTION PLANS

A. Plans and specifications for the development of the leased property, and the parking areas and Lessee's construction of all improvements shall be in conformity with the Redevelopment Plan, the final Site Specific Development Plan submitted and approved by the City Council in accordance with the Site Specific Development Zoning Ordinance, this Lease agreement and all applicable state and local laws and regulations.

B. Within thirty (30) days after the effective date of this Lease Agreement, Lessee shall submit to Lessor, for its review and approval, development concept plans for the construction of the improvements on the leased property, and the parking areas. Within sixty (60) days after the date of the approval of the development concept plans, Lessee shall submit to Lessor, for its review and approval Site Specific Development Plans for the construction of the improvements on the leased property, and the parking areas. Within ninety (90) days after approval by City Council of the final Site Specific Development Plan, Lessee shall submit to Lessor, for its review and approval, plans for the construction of the improvements on the leased property. Should Lessee's architect determine that additional time is required to secure environmental permit modifications and/or complete the construction plans, Lessee may request a reasonable extension of time for the completion of such

plans, and Lessor agrees not to unreasonably withhold its approval of such request. Nothing in the above or this paragraph shall prohibit the Lessee from submitting construction plans for site improvements on an incremental basis, provided the last such submittal shall be made prior to 1 December, 1985. For example, the Lessee may desire to submit for marina, shoreline protection, environmental permitting requirements, bulkhead or foundation permits separately in order to expedite construction, utilize state grants or meet tenant deadlines. In these instances the Lessor shall review the plans and furnish Lessee written approval or disapproval of the plans within thirty (30) days of submission of said plans by the Lessee, as long as the site improvements requested to be permitted have been approved by City Council as part of the Pitt Slip Land Use Plan in the case of the shoreline protection, environmental permit requirements and bulkheading and approved by City Council as part of the Site Specific Development Plan approval in case of the marina, marina supporting facilities and foundation permits.

All reference made to plans for the construction of improvements or construction plans are intended by the parties to include Site Development Plans for the construction of the marina, marina support facilities, street and site utilities, and the construction of all breakwaters, riprap and bulkhead systems, as well as the architectural working drawings for the construction of the improvements, i.e., the proposed buildings on the site.

C. If Lessor rejects any construction plans in whole or in part, as not being in conformity with the Redevelopment Plan, the final Site Specific Development Plan, this Lease Agreement or any applicable state and local laws and regulations, Lessor shall notify Lessee of such rejection in writing specifically setting forth the grounds for such rejection. Lessee shall submit new or corrected construction plans which so conform, within thirty (30) days from written notification to Lessee of the rejection. Lessor shall furnish Lessee written approval or disapproval of corrected plans by Lessee. Failure of Lessor and Lessee to reach agreement on approval of construction plans or new or corrected construction plans within

one hundred and twenty (120) days of the date of submission of the construction plans or new or corrected construction plans shall render this Lease Agreement terminable at the option of either Lessor or Lessee. Lessor shall not unreasonably withhold its approval of Lessee's plans.

D. If an extension of time is granted for the securing of environmental permit modifications and/or submission of construction plans, and/or if the construction plans are rejected by Lessor and Lessee must submit new or corrected construction plans, then the dates and periods set forth in this Lease Agreement for the commencement and completion of construction shall be extended by the period required for the submission of construction plans or new or corrected construction plans.

E. All work with respect to the improvements to be constructed or provided by Lessee on the leased property, shall be in conformity with the construction plans as finally approved by the Lessor. The term "improvements," as used in this Lease Agreement means the improvements indicated in the construction plans as finally approved.

F. In the event, Lessee proposes to make any substantial change in the improvements to be erected on the leased property which change or affect the basic character and nature of the development design from that shown on the final Site Specific Development Plan and construction plans and specifications as approved by Lessor, hereinafter called "design concept changes," it is agreed by Lessee that no such design concept changes will be permitted without Lessor's written approval thereof. Lessee will submit the proposed design concept changes to Lessor for review and approval. Lessor shall furnish Lessee written approval or disapproval of such proposed design concept changes within thirty (30) days of submission of said changes by Lessee.

G. Notwithstanding any provision or implication in this Lease Agreement to the contrary, this Lease Agreement shall be null and void if Lessee does not commence construction of the improvements on the leased property no later than 1 December, 1985, unless Lessee's inability to do so is caused by an act or omission of Lessor or circumstances referred to in paragraph D. above.

VII. TITLE TO IMPROVEMENTS

Title to any building or other improvements of a permanent character that shall be placed upon the leased property by Lessee shall vest in Lessor upon the termination of this Lease Agreement or any renewal or extension hereof, and Lessee acknowledges that it shall have no right to remove such fixed and permanent improvements from the leased property.

VIII. ACCESS TO PROPERTY

During the term of this Lease Agreement and any renewal or extension hereof, Lessee shall permit the representatives of Lessor access to the leased property and licensed area at all reasonable times deemed necessary for the purpose of this Lease Agreement, including inspection of all work being performed in connection with the construction of improvements thereon.

IX. COVENANTS AND RESTRICTIONS

Lessor and Lessee agree that the following restrictions shall be covenants running with the land, and shall be binding on Lessor, Lessee, and the successors and assigns of the parties, and all other successors in interest to the leased property, or any part thereof:

A. That the leased property shall be devoted only to and in accordance with the uses specified in the adopted Site Development Plan.

B. That all utility distribution lines shall be placed underground.

C. That the Lessor shall retain a perpetual easement to be set forth in an appropriate instrument in recordable form for ingress, egress, and right-of-way on and over private street systems and pedestrian paths to be constructed by the Lessee in the project for the purpose of access to the public marina and other public facilities contained in the project.

D. That the Lessor shall retain a perpetual easement over the private street systems for the purpose of access, maintenance, upkeep, and repair of the Lessor's spoil site located within the private street system of the project.

X. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

A. The Lessee shall defend and indemnify the Lessor and save it harmless from any and all claims, suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or about the leased premises or any part thereof, or occasioned wholly or in part by any act or omission of the Lessee, its agents, contractors, employees, servants, invitees, licensees or concessionaires.

B. Any subleases to be entered into by and between Lessee and its sublessees shall contain an indemnification and hold harmless clause under the terms of which the said sublessees shall also agree to defend and indemnify Lessor and save it harmless from any and all claims, suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or about the sublessee's subleased portion of the leased property or any part thereof occasioned wholly or in part by any act or omission of said sublessee, its invitees or licensees.

XI. INSURANCE REQUIRED

Lessee shall maintain insurance and provide Lessor with certificates of insurance in accordance with Exhibit B attached hereto during the life of this Lease Agreement. The Lessee will not take possession of the property or commence construction activities on the premises until certificates have been approved by the Lessor's Department of Risk Management. The Lessor shall have the right to make reasonable increases to the minimum required limits of liability on Exhibit B during the life of this Lease Agreement.

XII. SPECIAL PROVISIONS

A. The Lessee may assign its interest in this Lease Agreement, provided that the Lessee obtains the prior written consent of the Lessor to such assignments, which consent shall not be unreasonably withheld. The Lessee may assign its interest in the Lease Agreement

without the prior written consent of the Lessor to a limited partnership or other form of business association, provided that the Lessee remain liable for the Lease payments to the Lessor under the terms hereof and provided that Lessor is notified of such assignment in writing prior thereto.

B. The Lessee shall have the right to mortgage its interest in the subject property; provided, however, that all rights acquired under the leasehold mortgage shall be subject to all the terms of this Lease Agreement. There shall be no subordination of this Lease Agreement and the Lessor shall otherwise be protected in any financing arrangement. The Lessee agrees that any mortgage it executed in obtaining financing for the construction and development of the project shall contain language incorporating the foregoing provision. The Lessor agrees, in case of Lessee's default on the Lease Agreement, to allow the Lessee's mortgagor to operate the marina complex subject to approval by the Lessor of the method of operation and approval of the firm or entity contemplated by the mortgagor to operate the marina complex.

C. The Lessee shall pay any and all ad valorem real property taxes or other taxes that may be levied against the subject property during the term of this Lease Agreement. In the event that at any time during the period of this Lease, the law of Florida or interpretation of the law of Florida by an appropriate appellate court is altered so that no ad valorem real property taxes are required to be paid on the subject property and no tax or other levy is imposed in lieu of such ad valorem taxation, then, and in that event, the Lessee shall pay to the Lessor on an annual basis, an amount equivalent to what the ad valorem real property taxes on the subject property would have been had the Lessee been required to pay same. Provided, further, that in the event that the subject property is, at any time during the lease term or any extension or renewal thereof, taxed as intangible personal property or any method other than ad valorem real property taxation, then, and in that event, the Lessee shall pay to the Lessor on an annual basis, an amount equivalent to what the ad valorem real property taxes on the subject property would have been had the Lessee been required to pay

same less an amount equal to the amount of intangible personal property taxes paid on the subject property. "Ad valorem taxes" shall mean city, county and school taxes.

D. The Lessee shall be fully responsible for the development of all improvements in Parcels I, IA and III at the Lessee's sole cost and expense, pursuant to the terms and conditions of this Lease Agreement. The Lessor shall proceed with permitted site work to the extent current appropriations allow. The Lessor shall deliver the Lessee a site open to the Bay. The Lessor shall be responsible for providing site improvements only to the extent allowed by current appropriations and grants.

E. The Lessee shall post or cause to be posted a construction bond covering each phase of construction. Each construction bond shall be in an amount to cover all costs of the construction of the improvements on each parcel. Each construction bond shall be posted by the Lessee at the commencement of the construction of any improvements to Parcels I, IA and III as contemplated in Section V. hereto.

F. The Lessor agrees to assist the Lessee in securing any modification to permits and approvals received to construct piers, docks, boat slips, and all other improvements to be constructed by the Lessee at its sole expense as part of the public marina. The Lessee shall submit specific Development Plans for the public marina, piers, docks and boat slips to be constructed as a part of the public marina to the Lessor for review and approval pursuant to the time frame established for the improvements to Parcels I, IA and III established by Section V. hereof.

G. The Lessee shall operate the public marina and the improvements constructed on Parcels I, IA and III on a non-exclusive basis and implement and impose user fees uniformly, without regard to age, sex, race, other conditions, or the political subdivision in which the user may reside.

Lessee agrees that it will not discriminate upon the basis of race, creed, color, national origin, age, or sex in the construction, subleasing, use, occupancy, or operation of the leased property and the licensed area, or in the improvements to be erected

thereon and that each contract, sublease or agreement with respect thereto shall specifically contain the following provision:

"EQUAL OPPORTUNITY PROVISION:

1. In the construction and operation of the improvements, neither the lessee nor any contractor or manager employed by Lessee shall discriminate against any employee or applicant for employment because of race, color, religion, age, sex or national origin, and they shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Lessee setting forth the provisions of this Equal Opportunity Clause, and to cause any contractor, subcontractor or manager to do likewise.

2. The Lessee, its sublessees and any contractor or manager shall, in all soliciations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex or national origin. They shall send to each labor union or representative of workers with which they, or any of them, have a collective bargaining agreement or other contract or understanding, a notice, to be provided by Lessee, advising the labor union or workers' representative of their commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and

applicants for employment. Any sublessee, contractor or subcontractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor and shall furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by Lessee and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders."

Lessee certifies it does not maintain or provide for its employees any segregated facilities at any of its establishments and it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Lessee certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. Lessee further agrees that it will obtain identical certificates from proposed sublessees, contractors, subcontractors and managers prior to the award of any contracts or subleases, and that it will retain such certificates in its files.

H. The Lessee agrees to provide the Lessor with annual attendance reports at such time as the marina is opened for use by the general public. Said attendance reports shall be submitted to

the Lessor during the month of July of each year and shall provide marina occupancy for a one-year period beginning on July 1 and ending on June 30 of the previous year, such period constituting one fiscal year.

I. The Lessee shall reserve a perpetual easement and right-of-way over and upon the public marina together with all improvements constructed thereon, including all piers, docks and boat slips, subject to the right of the Lessor to close down the public marina for reasonable periods of time for necessary maintenance dredging which shall not be considered an infringement of the said easement. In addition, the Lessee shall grant a perpetual easement to the Lessor of ingress and egress to the public marina. The Lessor shall retain all rights in adjacent waters, which shall include the right to construct additional piers, docks, boat slips and the like.

J. The Lessor and the Lessee agree to assist each other in securing such further permits as may be necessary to construct additional piers, docks, boat slips and the like.

K. The Lessee, its transferees, grantees, successors and assigns, shall irrevocably release the Lessor, its agents or assigns, from any and all claims for damages of whatever nature resulting from any dredging by the Lessee including the incidental depositing of dredged materials resulting from dredging, bulkheading, and/or riprapping, and other incidental damage resulting from any dredging operations and the like which might occur. The Lessor and the Lessee, their successors and assigns, agree to cooperate with each other in connection with the securing of periodic dredging of the marina, and in this connection, agree to execute such applications, releases and other documents necessary or incidental to the approval of the U.S. Army Corps of Engineers, or other public agency, to undertake and execute such dredging as shall be requested by either party. The Lessor and the Lessee, their successors and assigns, further release each other from any and all claims for damage occasioned or arising from any disturbance of the Bay bottom, which results as a natural consequence, from normal periodic maintenance, bulkheading, riprapping or dredging by their

party, either in the maintenance and repair of the marina or the use, maintenance and employment of the rights of the marina waterways.

It shall be the Lessee's responsibility to provide maintenance dredging within the leased boundaries of the marina as deemed necessary for the operation of the public marina. The Lessee shall dredge only to depths permitted by the DER and ACE Permits. It shall be the Lessor's responsibility to provide maintenance dredging of the Bay approach to the leased boundaries of the marina in accordance with maintenance schedules of the Port of Pensacola, or as otherwise necessary to maintain navigable access to the marina facility. The Lessor's responsibility to maintain navigable access to the marina shall be governed by Permits issued for such work.

L. The Lessee shall be responsible for the installation of all underground utilities, including electrical, gas, sewer and water systems for the development project, at its sole cost and expense, within the boundaries of the development project. The Lessor shall furnish the Lessee with adequate gas and garbage collection services at the Lessee's expense.

M. The Lessor agrees to assist the Lessee in securing the financing necessary for the construction and permanent financing of the project through presentations to financial institutions, and the Lessor agrees to entertain an application for industrial revenue bond financing of the subject property.

N. The Lessor shall cooperate in every rspect with the Lessee in securing all required municipal permits and approvals in accord with the Lessor's adopted regulations and procedures.

O. The parties shall participate in all news releases and other presentations to the media for the project. The CRA shall include this project in its public relations program for the overall downtown redevelopment effort.

P. The Lessee shall have the sole discretion over tenant selections and the marketing program, subject only to the Lessor's zoning regulations. The Lessee and the Lessor agree to incorporate public marina guidelines (on a publicly advertised first-come, first served basis) as an addendum, Exhibit C, to this Lease Agreement

prior to the start of marina construction. The Lessee and the Lessor agree that the public marina guidelines will reserve a reasonable number of slips for transient, commercial and special public purpose vessel berthing.

Q. The Lessee agrees that it shall provide to the Lessor the local matching contribution, in the amount of Seventy-One Thousand Dollars ($71,000.00), required for the Lessor to receive the 1984 Florida Department of Natural Resources, Florida Recreation Development Assistance Program Grant, Contract No. C1376, Project No. 1-01-10, for the project known as Pitt Slip Marina. Since it is a requirement of the Lessor to expend the sum of Seventy-One Thousand Dollars ($71,000.00) as its required program matching contribution, the Lessee shall furnish the Lessor the sum of Seventy-One Thousand Dollars ($71,000.00) upon completion of the planned site improvements, but in no event later than December 1, 1985.

R. The Lessee agrees that it shall comply, on behalf of the Lessor, with conditions E and G of the modified Department of the Army Permit 79B-1089 dated August 14, 1984, and all other conditions of this permit and any further modifications to this permit and the Lessee further agrees that it shall comply with the Department of Environmental Regulation Permit Modifications, Permit #170222359 contained in the DER letter dated August 3, 1984, for the project and any future modifications to this permit. The Lessee agrees that is shall be responsible for the cost of complying with the Department of the Army and DER permits and modifications for the Pitt Slip project. Lessee agrees to assist Lessor in its application for any planned or future modification of existing Department of Army or DER permits.

S. The parties have entered into this Lease Agreement recognizing the existence of a binding letter of interpretation between the Lessor and the State of Florida Department of Commmunity Affairs, Division of Local Resource Management (the "Division") dated January 23, 1980, which fixes certain limitations upon the scope of the project.

T. Lessor agrees to give Lessee the first right of refusal on the portions of the subject property not already leased to Lessee for marina related uses subject to satisfactory performance by the Lessee on parcels already leased. The parties agree that satisfactory performance by Lessee for these purposes is defined as the completion of or satisfactory progress toward construction of the marina and related facilities as contained in the final approved Site Specific Development Plan. Parcel II is considered as a portion of the subject property for this purpose.

XIII. ENFORCEMENT OF LEASE; FORFEITURE DEFAULT; REMEDIES; NONWAIVER

Lessor may enforce the performance of this Lease Agreement in any manner provided by law, and this Lease Agreement shall be void and shall be forfeited on a declaration of forfeiture by Lessor:

A. If Lessee shall desert or vacate the leased property;

B. If default shall be made by Lessee in the payment of the rent as specified in this agreement;

C. If default shall be made by Lessee in the performance of any of the terms or conditions of this agreement that Lessee is to perform, including, but not limited to, the following:

(1) Lessee's obligation to timely submit evidence of its financing commitments to Lessor.

(2) Lessee's obligation to timely submit its construction plans to Lessor.

(3) Lessee's obligation to timely commence construction of the planned improvements on the leased property, the licensed area or the leased property.

(4) Lessee's obligation to timely complete construction of the planned improvements on the leased property.

D. If Lessee shall fail to comply with any of the statutes, ordinances, rules or regulations of any governmental body governing or regulating the Lessee's business;

E. If Lessee shall file a petition in bankruptcy, or make an assignment for the benefit of creditors, or be adjudicated a bankrupt, or take advantage of any insolvency act.

Lessor shall notify Lessee of any such default and of Lessor's intention to declare this Lease Agreement forfeited. The notice from Lessor shall be sent as specified in this Lease Agreement or may be delivered to Lessee personally, and unless Lessee shall have removed or cured the default or commenced taking action that will result in the default being removed or cured within ninety (90) days from the date of Lessor's notice of intention to declare the Lease Agreement forfeited (unless extended by written agreement of Lessor and Lessee), this Lease Agreement shall come to an end, as if the date established by notice of forfeiture were the day originally fixed herein for the expiration of the term of this Lease Agreement without any further notice from Lessor to Lessee. Lessor's agent or attorney shall have the right, without further notice or demand, to re-enter and remove Lessee and Lessee's property from the leased property without being deemed guilty of any trespass. In consideration of the substantial investment to be made by Lessee in improvements on the leased property, Lessor agrees that Lessee shall not be liable for any rent for the unexpired portion of the terms of this Lease Agreement if Lessor declares this Lease Agreement forfeited pursuant to the terms hereof, except for any rent and other payments which are currently due and payable. However, Lessee shall be liable to Lessor for any other damages suffered by Lessor on account of Lessee's default, including the expense of clearing any improvements which are damaged or destroyed and which Lessor elects to clear on account of Lessee's refusal or failure to repair or rebuild them as required hereinabove.

Notwithstanding the foregoing provisions of this Paragraph, if Lessee should default under the terms of this Lease Agreement and Lessor should declare this Lease Agreement forfeited, Lessor shall not disturb any sublessee's possession of any subleased premises if such sublessee pays rent to Lessor, in accordance with, and otherwise complies with the sublease agreement. Upon Lessor's entering into a lease agreement with a substitute Lessee for the leased property, the sublease shall be assigned to the substitute Lessee and the sublessee shall become a sublessee of the substitute Lessee and shall pay rent directly to the substitute Lessee.

The failure of Lessor to insist, in any one or more instances, on a strict performance of any of the terms or conditions of this Lease Agreement or to exercise any option set forth in this Lease Agreement shall not be construed as a future waiver or a relinquishment of the provision or option, but it shall continue and remain in full force and effect. The receipt by Lessor of rent, with knowledge of the breach of any term or condition hereof, shall not be deemed a waiver of the breach and no waiver by Lessor of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Lessor.

XIV. ATTORNEY'S FEES

If default be made by Lessor or Lessee in the performance of any of the terms, covenants, agreements or conditions set forth in this Lease Agreement so that it becomes necessary to place the enforcement of this Lease Agreement or any part of this Lease Agreement or the collection of any rent due or to become due hereunder or the recovery or possession of the leased property in the hands of an attorney or to file suit upon this Lease Agreement, the prevailing party shall be entitled to recover all the costs incurred in such action, including a reasonable attorney's fee.

XV. NOTICES

All notices provided in this Lease Agreement shall be deemed sufficient when sent to U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the following addresses:

Lessor: CITY OF PENSACOLA
c/o City Manager
City Hall
Pensacola, Florida 32501

Lessee: Florida Sun International, Inc.
2828 Edgewater Drive
Post Office Box 7717A
Orlando, Florida 32854

XVI. PROVISIONS BINDING

The terms and provisions of this Lease Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns, respectively.

XVII. AMENDMENT

This Lease Agreement may not be altered, changed or amended except by an instrument in writing approved by Lessor's City Council, signed by the parties hereto.

XVIII. SEVERABILITY

If any provision of this Lease Agreement shall be declared in contravention of law or void as against public policy, such provisions shall be considered severable and the remaining provisions of this Lease Agreement shall continue in full force and effect.

XIX. PARAGRAPH HEADINGS

The paragraph headings in this Lease Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease Agreement or any of its provisions.

XX. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between Lessor and Lessee on the subject of this Lease Agreement and all prior or contemporaneous oral or written agreement or representations of any nature with reference to the subject matter of this Lease Agreement are cancelled and superseded by the provisions of this Lease Agreement.

XXI. WAIVER

Failure on the part of Lessor to complain of any action or non-action on the part of Lessee, no matter how long it may continue, shall never be deemed to be a waiver by Lessor of any of its rights under this Lease Agreement. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this Lease Agreement by Lessor shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Lessor to or of any action by Lessee requiring Lessor's consent or approval shall not be deemed to waiver or render unnecessary

Lessor's consent or approval to or of any subsequent similar act by Lessee.

XXII. TIME OF THE ESSENCE

Time is of the essence of each and every provision, covenant and condition of this Lease Agreement on the part of Lessor and Lessee to be done and performed.

XXIII. GOVERNING LAW

This Lease Agreement is subject to and shall be governed by the laws of the State of Florida.

EXECUTED in multiple original copies to be effective as of the day and year first above written.

CITY OF PENSACOLA,
a municipal corporation, Lessor

By: Rodney L. Kendig
City Manager

Attest:

Shirley F. Lowe
City Clerk

PLORIDA SUN INTERNATIONAL, INC.,
a Florida corporation for profit
LESSEE

By: Willis A. Hedley Jr. (SEAL)
Executive Vice President

Attest:

Assistant Secretary

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of September, 1985, by RODNEY L. KENDIG and PAULINE JOHNS, the City Manager and City Clerk, respectively, of the CITY OF PENSACOLA, a municipal corporation, for and on behalf of the City.

GIVEN under my hand and official seal this 18th day of September, 1985.

Elaine O. Magee
Notary Public
My Commission Expires:

APPROVED AS TO FORM AND EXECUTION
BY John Fleming
City Attorney
Dated 18 Sep 85

EXHIBIT "A"

PARCEL I

Begin at the Southwest corner of Block 8, Waterfront Grant, according to map of City of Pensacola by Thomas C. Watson, copyrighted in 1906, said point also being the intersection of the Easterly right-of-way line of Barracks Street (60' R/W) and the Northerly right-of-way line of Magnolia Street (60' R/W); thence go North 79 Degrees 25 Minutes 49 Seconds east along the aforesaid Northerly right-of-way line a distance of 175.00 feet; thence go North 10 Degrees 34 Minutes 11 Seconds West a distance of 280.00 feet; thence go North 79 Degrees 25 Minutes 49 Seconds east a distance of 135.00 feet; thence go north 10 Degrees 34 Minutes 11 Seconds West a distance of 30.00 feet; thence go North 79 Degrees 25 Minutes 49 Seconds East a distance of 827.08 feet; thence go South 10 Degrees 34 Minutes 11 Seconds East a distance of 310.00 feet; thence go South 59 Degrees 34 Minutes 30 Seconds West a distance of 191.38 feet; thence go South 79 Degrees 25 Minutes 49 Seconds West a distance of 347.08 feet; thence go South 10 Degrees 34 Minutes 11 Seconds East a distance of 95.00 feet; thence go South 79 Degrees 25 Minutes 49 Seconds West a distance of 123.00 feet; thence go North 10 Degrees 34 Minutes 11 Seconds West a distance of 100.00 feet; thence go South 79 Degrees 25 Minutes 49 Seconds West a distance of 487.00 feet to the Northwest corner of Block 17, Waterfront Grant, according to the aforesaid map of the City of Pensacola, said point also being the intersection of the Southerly right-of-way line of Magnolia Street (60' R/W) and the aforesaid easterly right-of-way line of Barracks Street; thence go North 10 Degrees 34 Minutes 11 Seconds west along the aforesaid Easterly right-of-way line a distance of 60.00 feet to the point of beginning, the above described parcel of land is situated in section 46, Township 2 South, Range 30 West, Escambia County, Florida and contains 8.529 acres, Less and Except that portion of a Department of Transportation drainage easement in a portion of Cedar and Alcaniz Street.

PARCEL I-A

All of Lots 1-10, 21 and 22, and the West 20 feet of Lots 11-20, Block 8, Waterfront Grant, according to map of City of Pensacola by Thomas C. Watson, copyrighted in 1906. More particularly described as follows:

Begin at the Northwest corner Block 8, Waterfront Grant according to map of City of Pensacola by Thomas C. Watson copyrighted in 1906, said point also being the intersection of the Easterly right-of-way line of Barracks Street (60' R/W) and the South right-of-way line of Cedar Street (60' R/W); thence go North 79 Degrees 25 Minutes 49 Seconds East along the North line of the aforesaid Block 8 a distance of 175.00 feet; thence go South 10 Degrees 34 Minutes 11 Seconds East a distance of 250.00 feet to a point on the South line of the aforesaid Block 8; thence go South 79 Degrees 25 Minutes 49 Seconds West along the aforesaid South line a distance of 175.00 feet to a point on the aforesaid Easterly right-of-way line of Barracks Street; thence go North 10 Degrees 34 Minutes 11 Seconds West along the aforesaid Easterly right-of-way line a distance of 250.00 feet to the point of beginning. The above described parcel is situated in Section 46, Township 2 South, Range 30 West, Escambia County, Florida and contains 1.004 acres.

Parcel II

Begin at the Southeast corner of Block 4, Waterfront Grant, according to map of City of Pensacola by Thomas C. Watson copyrighted in 1906, said point also being the intersection of the Northerly right-of-way line of Cedar Street (60' R/W) and the Westerly right-of-way line of Barracks Street (60' R/W); thence go South 10 Degrees 34 Minutes 11 Seconds East along the aforesaid Westerly right-of-way line a distance of 286.00 feet; thence go South 79 Degrees 25 Minutes 49 Seconds West a distance of 91.00 feet; thence go North 10 Degrees 34 Minutes 11 Seconds West to a point on the aforesaid Northerly right-of-way line of Cedar Street a distance of 286.00 feet; thence go North 79 Degrees 25 Minutes 49 Seconds East along the aforesaid Northerly right-of-way line a distance of 91.00 feet to the point of beginning. The above-described parcel is situated in Section 46, Township 2 South, Range 30 West, Escambia County, Florida and contains 0.597 acres.

Parcel III

All of Lots 1-4, 11-14 and a portion of Lot 21, Block 17, all of Lots 1-4 and a portion of Lots 11-14, Block 18, and a portion of Adams Street, Waterfront Grant, according to map of City of Pensacola by Thomas C. Watson, copyrighted in 1906, more particularly described as follows:

Begin at the Northwest corner of Block 17, Waterfront Grant, according to map of City of Pensacola by Thomas C. Watson, copyrighted in 1906, said point also being the intersection of the Easterly right-of-way line of Barracks Street (60' R/W) and the Southerly right-of-way line of Magnolia Street (60' R/W); thence go North 79 Degrees 25 Minutes 49 Seconds East along the aforesaid Southerly right-of-way line of Magnolia Street (60' R/W) a distance of 487.00 feet; thence go South 10 Degrees 34 Minutes 11 Seconds East a distance of 100.00 feet; thence go South 79 Degrees 25 Minutes 49 Seconds West a distance of 487.00 feet to a point on the aforesaid Easterly right-of-way of Barracks Street (60' R/W); thence go North 10 Degrees 34 Minutes 11 Seconds west along the aforesaid Easterly right-of-way line of Barracks Street (60' R/W) a distance of 100.00 feet to the point of beginning. The above described parcel of land is situated in Section 46, Township 2 South, Range 30 West, Escambia County, Florida and contains 1.118 acres.

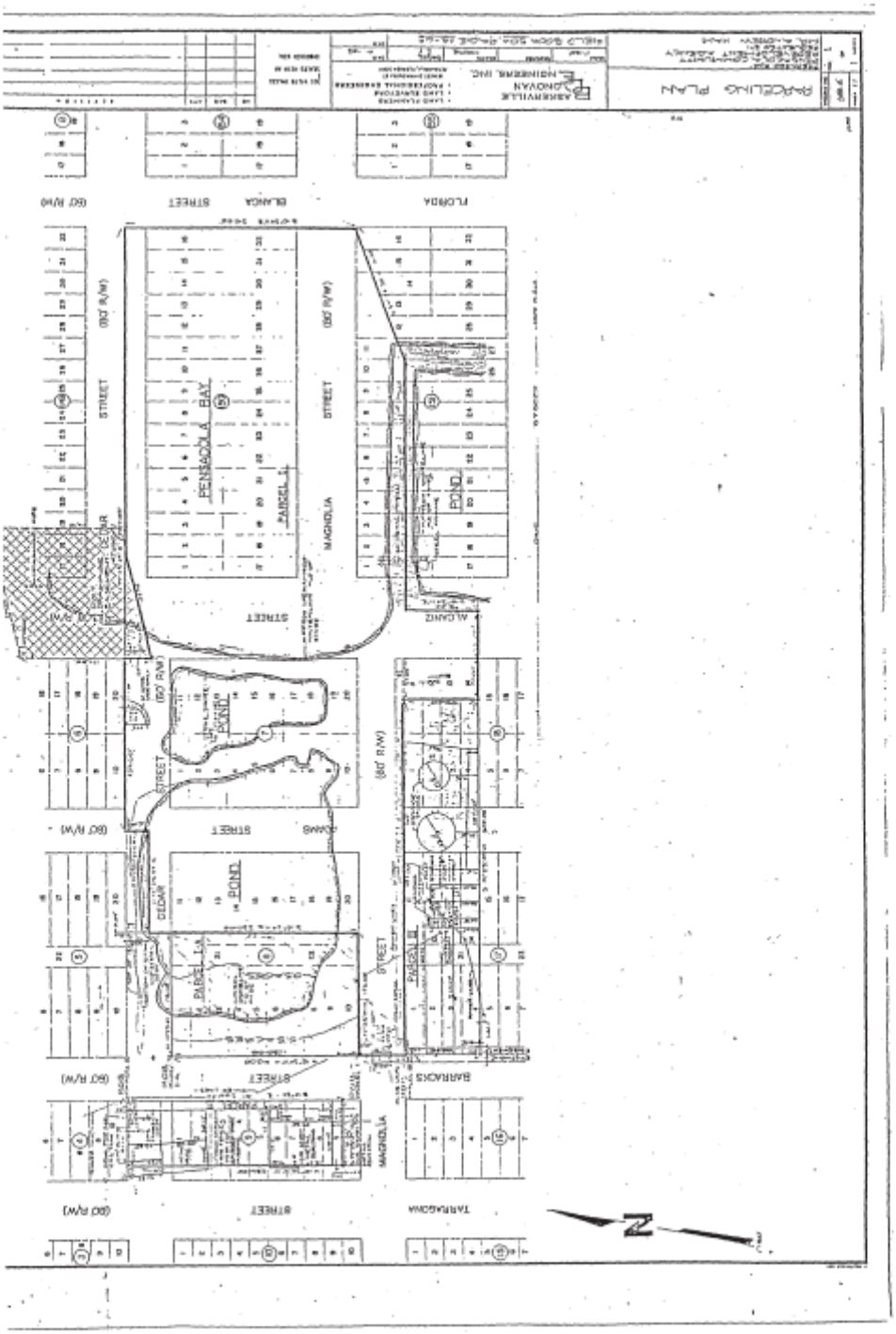

PARCELING PLAN
PENSACOLA BAY
PARCEL I
POND
STREET
MAGNOLIA
FLORIDA
BLANCA
(60' R/W)
(80' R/W)
CEDAR
PARCEL II
BARRACKS
TARRAGONA
N

EXHIBIT "B"

MINIMUM INSURANCE REQUIREMENTS

1. Workers' Compensation - Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. In addition, the policy must include:

   a) Employers' Liability with a limit of not less than $500,000 each accident.

   b) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the City with thirty (30) days notice of cancellation or material change.

   c) If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Act and Jones Act during any period of exposure.

2. Comprehensive General Liability - Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy filed by the Insurance Services Office and must include:

   a) Minimum limits of $5,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

   b) Premises and Operations.

   c) Independent Contractors.

   d) Products and Completed Operations.

   e) Liquor Liability.

   f) XCU Coverage.

   g) Broad Form Property Damage.

   h) Broad Form Contractual Coverage applicable to this specific lease, including any hold harmless and/or indemnification agreement.

   i) Marina operators.

Exhibit B

2. Comprehensive General Liability - (continued)

   i) Additional Insured - The City of Pensacola is to be specifically included as an additional insured for all coverages. Except with regard to limits of liability, this insurance shall apply separately to the City. This insurance shall be primary and not contributory with the City's insurance.

   j) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the City with thirty (30) days notice of cancellation or material change.

3. Business Auto Policy - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:

   a) Minimum limits of $500,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability;

   b) Owned Vehicles.

   c) Hired and Non-Owned Vehicles.

   d) Employee Non-Ownership.

   e) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the City with thirty (30) days notice of cancellation or material change.

OCT 21 1985
RECEIVED BY CITY MANAGER

AMENDMENT TO PITT SLIP MARINA LEASE AGREEMENT

THIS AMENDMENT TO PITT SLIP MARINA LEASE AGREEMENT dated September 18, 1985, entered into this the 17th day of October, 1985, by and between the CITY OF PENSACOLA, FLORIDA, a municipal corporation of Florida, hereinafter called the "Lessor," and FLORIDA SUN INTERNATIONAL, INC., a Florida corporation, hereinafter called the "Lessee" whose address is 2828 Edgewater Drive, Post Office Box 1717 A, Orlando, Florida 32854.

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain "Pitt Slip Marina Lease Agreement" on September 18, 1985, whereby the Lessor leased to the Lessee and the Lessee leased from the Lessor certain submerged and upland lands commonly referred to as "Pitt Slip"; and

WHEREAS, Lessor and Lessee desire to amend a particular provision of the aforesaid Pitt Slip Marina Lease Agreement in order to conform the term of the agreement to the term of that certain Lease Agreement, dated May 18, 1983 between Lessor and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for a portion of the Pitt Slip property, NOW, THEREFORE,

FOR AND IN CONSIDERATION OF the mutual obligations and benefits hereunto pertaining and other good and valuable consideration, Lessor and Lessee agree as follows:

1. Paragraph II.C. of that certain Pitt Slip Marina Lease Agreement, dated September 18, 1985, between Lessor and Lessee is amended to read as follows:

> C. The term of this Lease/Sublease for Parcel IA shall be for a period of twenty-seven (27) years, commencing from the date that the State of Florida (through the Board of Trustees of the Internal Improvement Trust Fund) approves the sublease from the Lessor to the Lessee. Upon expiration of the twenty-seven (27) year term, the Lease/Sublease may be renewed in successive five (5) year increments subject to the Lessee, as the sublessee, complying with all terms and conditions during the preceding

Exhibit 3

lease period and upon payment of a lease fee from the Lessee to the Lessor equal to the appraised rental value as established by a fee appraisal conducted during the last year of the preceding lease term as charged to the Lessor by the State of Florida under its Lease Agreement. The Lessor and the Lessee agree to cooperate in securing renewals of the State lease.

2. The terms and conditions of the aforesaid Pitt Slip Marina Lease Agreement shall otherwise remain in full force and effect as though they were set forth fully herein.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this agreement to be executed by their authorized representatives on the day and year first written above.

CITY OF PENSACOLA,
a municipal corporation, Lessor

By: Rodney L. Kendig
City Manager

Attest:
Pauline Johns
City Clerk

FLORIDA SUN INTERNATIONAL, INC.
a Florida corporation for profit,
Lessee

By: Vice A. Hadley (SEAL)
Executive Vice President

Attest:
Assistant Secretary

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before the subscriber personally appeared Rodney L. Kendig and Pauline Johns, known to me to be the individuals described by said names, who executed the foregoing instrument, and to be the City Manager and City Clerk, respectively, of the City of Pensacola, a municipal corporation, and acknowledged and declared that they as City Manager and City Clerk of said corporation and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this 17th day of October, 1985.

Teresa D Lester
NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

MY COMMISSION EXPIRES JULY 29, 1988

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before the subscriber personally appeared William A. Headley, Jr. and Charles K. Coleson, known to me to be the individuals described by said names, who executed the foregoing instrument, and to be the Executive Vice President and Assistant Secretary, respectively, of FLORIDA SUN INTERNATIONAL, INC., a Florida corporation for profit, and acknowledged and declared that they as Executive Vice President and Assistant Secretary of said corporation and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this 17th day of October, 1985.

Teresa S. Lorenter
NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

MY COMMISSION EXPIRES

JWF/jlm 10/7/85

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before the subscriber personally appeared William A. Headley, Jr. and Charles K. Coleson, known to me to be the individuals described by said names, who executed the foregoing instrument, and to be the Executive Vice President and Assistant Secretary, respectively, of FLORIDA SUN INTERNATIONAL, INC., a Florida corporation for profit, and acknowledged and declared that they as Executive Vice President and Assistant Secretary of said corporation and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this 17th day of October, 1985.

NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

MY COMMISSION EXPIRES

JWF/jlm 10/7/85

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 28-18 | City Council | 10/11/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 28-18 - AMENDING SECTION 2-3-4 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; EXCLUDING PARCELS I, IA AND III INCLUDED IN THE SEVILLE HARBOR LEASE

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 28-18 on first reading.

> AN ORDINANCE AMENDING SECTION 2-3-4 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; EXCLUDING PARCELS I, IA AND III INCLUDED IN THE SEVILLE HARBOR LEASE PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Seville Harbor has requested that City Council approve the Purchase and Sale agreement of Parcels I, IA and III included in the Seville Harbor Lease for the purchase price of $725,000. The sales price is based on the current appraised value of the property based on the June 6, 2018 appraisal by Fruitticher Lowery Appraisal Group. The property is currently leased by the purchaser and will be sold “as is”.

The sales contract and closing documents require that the purchaser begin construction on a $2,000,000 breakwater and other improvements no later than December 31, 2021 and that such breakwater and other improvements must be completed by December 31, 2023. The purchaser is entitled to assign the sales contract to an entity owned or controlled by Ray Russenberger. This sale is being proposed utilizing the direct negotiation option as provided for in the City Council’s Policy for Disposition of City Owned Real Property.

Section 2-3-4 of the Code of the City of Pensacola provides that any real property owned by the City or by the Pensacola Community Redevelopment Agency located south of Bayfront Parkway/Main Street between the Pensacola Bay Bridge and “A” Street shall not be declared surplus or disposed of by sale of such property, in the absence of any exigent circumstance expressly declared to exist by the City Council. Adoption of Proposed Ordinance No. 28-18 will exempt Parcels I, IA and III included in the Seville Harbor Lease allowing for the

sale of these three parcels.

PRIOR ACTION:

June 15, 2015 - City Council approved Proposed Ordinance No. 14-15 creating Section 2-3-4 of the Code of the City of Pensacola, Florida

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

10/2/2018

STAFF CONTACT:

Keith Wilkins, City Administrator

ATTACHMENTS:

1) Proposed Ordinance No. 28-18

PRESENTATION: No

PROPOSED
ORDINANCE NO. 28-18

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 2-3-4 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; EXEMPTING PARCELS I, IA AND III INCLUDED IN THE SEVILLE HARBOR LEASE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

SECTION 1. Section 2-3-4 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 2-3-4. Disposition of Property South of Bayfront/Main Streets.

Real property owned by the City or by the Pensacola Community Redevelopment Agency, excluding parcels I, IA and III included in the Seville Harbor Lease which is located south of Bayfront Parkway/Main Street between the Pensacola Bay Bridge and A Street shall not be declared surplus or disposed of by sale of such property, in the absence of any exigent circumstance expressly declared to exist by the City Council, but such property may be leased or otherwise be put to beneficial use in the best public interests of the City.

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

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00387 | City Council | 10/11/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Vice President Sherri F. Myers

SUBJECT:

12TH AVENUE TREE TUNNEL, SIGNAGE RE: PARKING AND DRIVING ON RIGHT OF WAY - RECOMMENDATION FROM ENVIRONMENTAL ADVISORY BOARD

RECOMMENDATION:

That City Council request the placement of signage along the 12th Avenue tree tunnel prohibiting the driving and parking on the right of way, which is damaging the root systems of the trees.

HEARING REQUIRED: No Hearing Required

SUMMARY:

At the August 2, 2018 meeting of the Environmental Advisory Board, the Board discussed vehicles being driven and/or parked on the right of way within the 12th Avenue tree tunnel. This is occurring primarily with delivery drivers, mail carriers, and the like. The result of this activity is damaging the root systems of the trees.

The Board voted on and passed a recommendation to be sent to the City Council requesting some type of signage to be placed within the area to provide an alert to the prohibition of driving and/or parking on the right of way.

This item seeks the assistance from the Mayor's Office, specifically Public Works in the placement of appropriate signage.

PRIOR ACTION:

August 2, 2018 - Environmental Advisory Board makes recommendation to the City Council

FUNDING:

Budget: $ 0

Actual: $ Unknown

FINANCIAL IMPACT:

Cost of signage

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) None

PRESENTATION: No

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00385 | City Council | 10/11/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jewel Cannada-Wynn

SUBJECT:

HISTORIC PRESERVATION COMMISSION -- REFERRAL TO THE PLANNING BOARD FOR REVIEW AND RECOMMENDATION

RECOMMENDATION:

That City Council refer to the Planning Board the proposed amendments to the Land Development Code to establish a Historic Preservation Commission for the City of Pensacola.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Due to the rich and deep history of the City of Pensacola, there is a desire to protect the historic nature and character of the City. Currently, the only areas afforded such protection are those so designated within the City Code as being a Historic, Overlay or Redevelopment district; this excludes a large part of the City whereby no protection of historical assets is currently in place.

This item seeks to create a Historic Preservation Commission, outlining the duties thereof and establishing certain design standards, standards for demolition of identified historic structures and sites and setting forth a process for the identification and designation of a historic structure.

This will be placed within the Land Development Code, so the first step in the process is to refer it to Planning Board for review and recommendation.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) Historic Preservation Commission - Proposed

PRESENTATION: No

HISTORIC PRESERVATION COMMISSION

CITY OF PENSACOLA

SECTION 1. Findings. The City Council hereby finds as follows:

(a) Within the City there are districts, areas, sites, structures and objects that are examples of architectural styles of the past, are important reminders of people and events that are significant to local, state, and national history, or are unique and irreplaceable assets and resources to the City and local neighborhoods;

(b) In recognition of these assets and resources, the March 1998 city comprehensive plan, as amended in July 2011 Comprehensive Plan, contains an historic preservation element which illustrates the city's desire to encourage the preservation of important historic resources through requirements in the land development code;

(c) The recognition that areas within the city, outside of designated historic districts need similar historic preservation mechanisms;

(d) The recognition, protection, enhancement and use of such resources is a public policy of the city and is essential to further the health, safety, morals, social, educational, economic, cultural, and general welfare of the public since these efforts result in the enhancement of property values, the stabilization of neighborhoods and areas of the city, the increase of economic benefits to the city and its inhabitants, the promotion of local interest, the enrichment of human life in its educational and cultural dimensions, serving spiritual as well as material needs, and the fostering of civic pride in the beauty and noble accomplishments of the past;

(e) There are numerous economic benefits to historic preservation activities including the creation of jobs, significant contributions to tax collections of Florida state and local governments, investments of private funds in historic projects and partnerships between private investors and local governments, maintenance of property values, and increases in money spent by tourists visiting historic sites;

(f) The city council desires to take advantage of all available state and federal laws that may assist in the development of the city;

(g) The city council desires for the city to become a Certified Local Government as designated by the Department of State, Office of Cultural and Historical Programs in order to provide the city the opportunity to receive state and federal funds to aid the survey, designation, and preservation of these resources;

(h) The federal and state government have established a program of matching grants-in-aid for projects having as the purpose the preservation for public benefit of properties that are significant in American history and architecture;
(i) There are other federal and state programs providing funds for projects involving the rehabilitation of existing districts, sites, structures, objects and areas;
(j) Inherent in the enactment and implementation of these federal mandates is the policy of the United States government that the spirit and direction of the nation are founded upon and reflected in its historic past; that the historical and cultural foundations of the nation should be preserved as a living part of our community life and development in order to give a sense of orientation to the American people; that in the face of the ever-increasing extensions of urban centers, highways, and residential, commercial and industrial developments, the present governmental and non-governmental programs and activities are inadequate to ensure future generations a genuine opportunity to appreciate and enjoy the rich heritage of our nation;
(k) It is the will of the people of the State of Florida as expressed in Article II, section 7 of the 1968 Florida Constitution, that the state's natural resources and scenic beauty be conserved and protected; and
(l) It is the will of the State of Florida legislature, as expressed in F.S. Chapter 267, that the state's historic sites and properties, buildings, artifacts, treasure troves and objects of antiquity, which have scientific or historical value, or are of interest to the public, be protected and preserved.

SECTION 2. Purpose. In recognition of these findings, it is the purpose of this chapter to:

(a) Promote the health, safety, morals, and social, educational, economic, cultural and general welfare of the public through identification, designation, enhancement and preservation of districts, areas, sites, structures and objects that are examples of architectural styles of the past, are important reminders of people and events that are significant to local, state, and national history, or are unique and irreplaceable assets and resources to the city and local neighborhood;
(b) Preserve such districts, areas, sites, structures and objects by requiring review of any proposed alterations to these resources and issuance of certificates of appropriateness before allowing alteration of these resources;
(c) Preserve such districts, areas, sites, structures and objects by encouraging the construction of new structures and the alteration of existing non-contributing structures to preserve and be in harmony with the integrity of existing historical resources;
(d) Stabilize and improve property values;
(e) Increase economic benefits to the city and its residents;

(f) Stimulate the tourist industry;
(g) Encourage historic preservation by providing incentives to encourage the sensitive rehabilitation and use of designated historic resources;
(h) Fulfill the requirements for designations of the city as a Certified Local Government;
(i) Promote a living history which will foster educational programs aimed at creating a better understanding of the City of Pensacola's history, culture and heritage.

SECTION 3. Definitions. The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section:

(a) *Alteration* means any change affecting the exterior appearance of an existing improvement by additions, reconstruction, remodeling or maintenance involving change in color, form, texture or materials.
(b) *Applicant* means the owner of record of a qualifying property or the authorized agent of the owner.
(c) *Certificate of Appropriateness* means a certificate issued in compliance with this ordinance for any exterior alteration to a designated structure, site or property within a designated historic district for the purpose of protecting the integrity of the structure, site, or historic district.
(d) *Certified Local Government* means a government meeting the requirements of the National Historic Preservation Act Amendments of 1980 (P.L. 96-515) and the implementing regulations of the U.S. Department of the Interior and the State of Florida.
(e) *Commission* means the Pensacola Historic Preservation Commission.
(f) *Contributing Structure* means a site, structure or object within the City which adds to the historical/architectural qualities, historic associations or archaeological values for which significance is established because a) it was present during the period significance of the City, and possesses historic integrity reflecting its character at that time, b) it is capable of yielding important information about the period, or c) it independently meets the National Register of Historic Places criteria for evaluation set forth in 36 CFR Part 60.4, and as the same may be amended.
(g) *Demolition* means the act of razing, dismantling or removing a structure, or portion thereof to ground level.
(h) *Designated property or structure* means a structure, site or district that is formally recognized by the city as historically, architecturally, and/or archeologically significant.
(i) *Economic hardship* means an onerous and excessive financial burden that destroys reasonable and beneficial use of property and that would amount to the taking of property without just compensation, or failure to achieve a reasonable economic return in the case of income-producing properties.
(j) *Exterior Architectural Features* includes, but is not limited to, the architectural style, scale, massing, siting, general design and general arrangement of the exterior of the building or structure, including the type, style, and material of roofs,

windows, doors, siding, masonry, porches, storefronts, and other architectural features.

(k) *Historic District* means a geographically defined area possessing a significant concentration, linkage, or continuity of sites or structures united historically or aesthetically by plan or physical development.

(l) *Landscape Features* includes, but is not limited to, trees, plants, walls, fences, courtyards, signs and exterior lighting.

(m) *National Register of Historic Places* means the list of historic properties significant in American history, architecture, archaeology, engineering and culture, maintained by the U.S. Secretary of the Interior, as established by the National Historic Preservation Act of l966, as amended.

(n) *Non-contributing Structure* means a site, structure or object within the City which does not reflect the historic, architectural, cultural or aesthetic significance of the area for which it is found, but must nonetheless be preserved in accordance with this chapter due to its protective nature for nearby contributing structures.

(o) *Ordinary Repair or Maintenance* means work on a designated structure, site , or a property located within the City and/or within a designated historic district, that is otherwise permitted by law, and does not alter the exterior appearance of the structure, does not disturb the contents of an archaeological site, and does not alter elements significant to its architectural, historical or archaeological integrity, including, but not limited to: replacement of windows, siding, or roof, with the same material and style as exists presently.

(p) *Relocation* includes, but is not limited to, moving a structure into or within any historic district, move a historic structure within or out of the City of Pensacola or any historic district.

(q) *Restoration* means the act or process of accurately recovering the form and details of a property and its setting as it appeared at a particular period of time by means of a removal of later work or by the replacement of missing earlier work.

(r) *Site* mean a geographically defined area possessing historical, cultural, or aesthetic significance and value, regardless of its association with a structure.

(s) *Structure* mean s anything, excluding paving, constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground. Structures shall include but not be limited to antennas, buildings, satellite dishes, screened panels, swimming pools, fences, walls, lamp posts, garages, sheds, driveways, sidewalks, canals, bridges, roads and exterior mechanical equipment, such as air conditioning compressors and pumps.

SECTION 4. Scope. This chapter shall be applicable to all real property within the City and/or designated under this chapter.

SECTION 5. Historic Preservation Commission.

(a) *Organization*. There is hereby created an Historic Preservation Commission which shall consist of five (5) members appointed by the city council. Members

shall be residents of the city and shall have knowledge of and a demonstrated interest in historic, architectural, and aesthetic development, enhancement, and preservation within the city. To the extent available in the community, member s shall be professional member s from the disciplines of architecture, history, architectural history, planning, prehistoric and historic archaeology, folklore, cultural anthropology, curation, conservation, and landscape architecture as defined in the Secretary of the Interior's Historic Preservation Professional Qualification Standards and the Florida Certified Local Government Professional Qualification Standards.

(b) *Terms of Office*. The members of the Commission shall serve overlapping terms of three (3) years initially, one (l) member shall serve one (l) year, two (2) members shall serve two (2) years, and two (2) members shall serve three (3) years. Vacancies on the Board shall be filled within sixty (60) days. Terms shall be renewable by approval of the city council. Members may be removed from the Commission for good cause and approval of the city council.

(c) *Officers.* The Commission shall elect from its members a chairman, a vice-chairman, and a secretary at the first meeting and annually thereafter.

(d) *Meetings and Records*. Regular meeting of the Commission shall be held monthly, or as necessary to fulfill their duties. The Commission shall meet a minimum of four (4) times per year. Special meetings of the Commission may be called by the chairman as necessary, including pertinent informational or educational meetings, workshops and conferences. The Commission shall operate under the Florida Sunshine Law, keep minutes and other records which shall be open to the public. Notice of each Commission meeting will be posted prior to the meeting in accordance with Council Rules and Procedures.

(e) *Quorum.* A majority of the Commission (three) shall constitute a quorum, but no application for approval of a certificate of appropriateness shall be denied except by a vote of a majority of the entire Commission.

(f) *Powers and Duties.* The powers and duties of the Commission include, but are not limited to the following:

(1) Identify structures, sites and historic districts for designation;

(2) Initiate and conduct an ongoing survey of historically, culturally, or architecturally significant structures and districts within the city;

(3) Approve historical markers and issue certificates of designation;

(4) Review proposed National Register nominations within the city or districts;

(5) Create guidelines for the alteration, relocation, demolition, or removal of designated property;

(6) Approve or deny applications for certificates of appropriateness for alteration, relocation, demolition, or removal of designated property which are not otherwise covered within an established historic district;

(7) Demonstrate a spirit of cooperation with and provide guidance to property owners in the preservation of historic structures, sites and districts;

(8) Develop programs to stimulate public interest and involvement in historic and cultural preservation;

(9) Seek grants from federal and state agencies or private groups or individuals to promote the preservation of historically, architecturally, or aesthetically significant structures, sites and districts;

(10) Advise the City Council on all matters having effects on historically, architecturally, or aesthetically significant structures, sites or districts.

SECTTION 6. Historic District Designation Procedure. The following procedure shall apply for the designation of structures, districts or sites as historic resources:

(a) Requests for designation of an individual historic structure, site, or district may be made to the historic preservation commission by motion of the commission, the Mayor's Office, by resolution of the planning board or city council, by any property owner in respect to his own property, by a majority of property owners of record within a proposed district, by resolution of the county historic preservation board (or equivalent board), or by resolution of any organization whose purpose is to promote the preservation of historic sites.

(b) Before the establishment of a historic district, the historic preservation commission shall conduct studies and research and make a report on the historic significance of the exteriors of structures, features, sites, objects and areas in the city. The historic preservation commission's report shall contain recommendations concerning the area(s) to be included in the proposed historic districts. The reports will contain photographs and a sketch map indicating the district boundaries.

(c) Copies of the report shall be transmitted for review and recommendation to the planning board and to the department of state of the State of Florida. Not less than sixty (60) days after the transmittal, the historical preservation commission shall hold a public hearing thereof after due notice, which shall include a written notice to the last known address of the owners and occupants of all properties to be included in such district(s). Notice to owners shall be at least thirty (30) days, but not more than seventy-five (75) days prior to the public hearing.

(d) A property owner may object either in person or in writing to having their property nominated as part of a historic district If objecting in writing, a notarized statement must be submitted at least fifteen (15) days prior to the nomination being considered at the public hearing. The historic preservation commission may then either continue its review, forwarding its recommendation to the city council and noting the owner 's objection or, the historic preservation board may cease any further review process and notify the city council of the property owner 's objection to the proposed listing.

(e) After said public hearing the historic preservation commission shall submit a final report with recommendations to the city council.

(f) The city council shall hold a public hearing at a regularly scheduled city council meeting to consider establishment of a historic district.

(g) Historic districts, sites and structures when approved by the city council shall be established by resolution.
(h) Upon adoption, the owners and occupants of each designated historic site, structure or district shall be given written notification of such designation by the city council.
(i) Nominations recommended by the historic preservation commission for placement on the National Register of Historic Places will be forwarded to the state historic preservation officer for consideration.
(j) Designated historic sites, structures, or districts shall be provided with a city approved standard sign or marker on or near the property indicating that the property has been so designated. The Mayor's Office or designee shall issue an official certificate of historic significance to the owner of properties listed individually on the local register or judged as contributing to the character of a district listed on the local register. The Mayor's Office or designee is additionally authorized to issue and place official signs denoting the geographic boundaries of each district listed on the local register.

SECTION 7. Criteria for Designation of Historic Sites, Structures and Districts.

(a) *Qualifications.* In order to qualify as a local historic district, historic structure, or historic site, individual properties or groups of properties must have significant character, interest or value as part of the historical, cultural, archaeological, aesthetic, or architectural heritage of the city, state or nation, and shall meet one (I) or more of the following criteria: Such properties shall also possess an integrity of location, design, setting, materials, workmanship, feeling or association. Structures, sites, or districts over fifty (50) years old shall be presumed to be historic.
    (1) Its character as a geographically definable area possessing a significant concentration of structures, which are well designed, and other sites and objects, all of which are united by past events or by a plan or physical development;
    (2) Its character as an established and geographically definable neighborhood united by culture, architectural styles or physical development;
    (3) Its value as a reminder of the cultural or archaeological heritage of the city, state or nation;
    (4) Its value as a site of a significant local, state or national event;
    (5) Its identification with a person who significantly contributed to the development of the city, state or nation;
    (6) Its identification as the work of an architect, designer or builder whose work has influences the development of the city, state or nation;

(7) Its value as a building that is recognized for the quality of its architecture and that retains sufficient features showing its architectural significance; or
(8) Its value as a structure with distinguishing characteristics of an architectural style that is significant for the study of a period, method of construction or use of indigenous materials.

(b) *Properties not generally considered; exceptions.* Certain properties which include cemeteries, birthplaces, properties owned by religious institutions or used for religious purposes, structures that have been moved from their original locations, properties commemorative in nature, and properties that have achieved significance within the last 50 years, will not normally be considered for designation. However, such properties will qualify if they are integral parts of districts that do meet the criteria, or if they fall within the following categories:

(1) A religious property deriving primary significance from architectural or artistic distinction or historical importance; or
(2) A structure removed from its location but which is primarily significant for architectural value, or is the surviving structure most importantly associated with historic event or person; or
(3) A birthplace or grave of a historical figure of outstanding importance if there is no other appropriate site or structure directly associated with his/her, productive life; or
(4) A cemetery which derives its primary significance from graves of persons of transcendent importance, from age, distinctive design features, or from association with historic events; or
(5) A property primarily commemorative in intent if design, age, tradition or symbolic value has invested it with its own historical significance; or
(6) A property or district achieving significance within the past 50 years if it is of exceptional importance.

SECTION 8. <u>Historic Preservation/Geographic Information System (GIS) Overlay.</u>

(a) A Historic Preservation/GIS Overlay shall be created to depict the extent of designated properties.
(b) The overlay will contain the name of the individual property, district, or zone as furnished by the historic preservation commission.
(c) An inventory by address, Master Sit File number and legal description will be maintained by the Historic Preservation Commission of all properties contained within the GIS Overlay.
(d) Amendments to or rescission of the designation of individual properties, districts, and zones will be recorded as part of the overlay.

SECTION 9. <u>Relationship to zoning districts.</u> Designated historic resources may be located within any zoning district classification. Whenever a designation is made by

ordinance, the regulations for both the applicable zoning district and this chapter shall be applied to the designated property.

SECTION 10. Certificate of Appropriateness.

(a) Required.

(1) *Historic site.* No structure, appurtenance, improvement, landscape feature, or archaeological site within the City of Pensacola, which has been designated a historic site or structure, will be erected, altered, restored, renovated, rehabilitated, excavated, relocated, or demolished until a certificate of appropriateness regarding any exterior architectural features, landscape features, or site improvements has been approved under the procedures in this section.

(2) *Historic district.* A certificate of appropriateness shall be required for the erection, alteration, restoration, renovation, rehabilitation, excavation, relocation, or demolition of any structure or appurtenance within any historic district established by the City of Pensacola under the procedures specified in this ordinance.

(3) *Other permits and approvals.* A certificate of appropriateness shall be considered prerequisite to the issuance of any other permits required by law. The issuance of a certificate of appropriateness shall not relieve the applicant from obtaining other permit s or approvals required by the city. A building permit or other city permit shall be invalid if it is obtained without a certificate of appropriateness required for the proposed work.

(b) *Plan Approval Required.* No certificate of appropriateness will be approved unless the architectural plans for said construction, reconstruction, relocation, alteration, excavation, restoration, renovation, or demolition are approved by the Commission.

(c) *Certificate Not Required.* A certificate of appropriateness will not be required for general, occasional maintenance and repair of any historic structure or sit e, or any structure within a historic district. General, occasional maintenance and repair will include, but is not be limited to, lawn and landscaping care, painting and minor repairs that restore or maintain the historic site or current character of the structure. General, occasional maintenance and repair will not include any of the activities described and defined in Section 3(o) of this ordinance, above, nor will it include an addition or change of awnings, signs, or alterations to porches and steps. A certificate of appropriateness will not be required for any interior alteration, construction, reconstruction, restoration, renovation or demolition. General, occasional maintenance and repair shall also include any ordinary maintenance which does not require a building permit for the city.

(d) *Criteria.* The Commission shall determine whether to grant a certificate of appropriateness based on the following:

(1) Consistency of the proposed work with the regulations of the applicable historic preservation district;

(2) Consistency of the proposed work with the regulations of the underlying zoning district;
(3) Consistency of the proposed work with the findings adopted by the city council in designating the applicable historic preservation district;
(4) For a historic structure, consistency of the proposed work with the findings adopted by the Commission in designating it a historic structure, or comparable record of findings from a state or federal listing; and
(5) Other objective evidence regarding the consistency of the proposed work with the purposes of the City of Pensacola in adopting this ordinance and, more specifically, with the preservation of an identified historic structure or other resource.

(e) *Guidelines.* The Commission shall use the Secretary of the Interior's pamphlet entitled, *Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* as criteria.

(1) Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the structure or site and its environment, or to use a property for its originally intended purpose.
(2) The distinguishing original qualities or character of a structure or site and its environment should not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
(3) All structures and sites shall be recognized as products of their own time. Alterations that have no historic basis and which seek to create an earlier appearance shall be discouraged.
(4) Changes which may have taken place in the course of time are evidence of the history and development of a structure or site. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
(5) Distinctive stylistic features or examples of skilled craftsmanship which characterize a structure or site shall be treated with sensitivity.
(6) Deteriorated architectural features which are repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic physical or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other structures.
(7) The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building material shall not be undertaken without approval from the Commission.

(8) Every reasonable effort shall be made to protect and preserve archeological resources affected, or adjacent to any project.

(9) Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historic, architectural, or cultural material and when such design is compatible with the size, scale, color, material, character of the property, neighborhood or environment. Wherever possible, new additions or alterations to a structure shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.

(f) *Pensacola Historic Preservation Design Guidelines.* The Commission shall develop such supplemental guidelines as it may find necessary to implement the regulations of a particular historic preservation district or the findings applicable to the designation of a historic structure or a particular historic preservation district. Such guidelines may include:

(1) Charts of acceptable colors;

(2) Charts or samples of acceptable materials for siding, foundations, roofs or other parts of structures;

(3) Illustrations of appropriate architectural details;

(4) Numerical specifications of appropriate rhythms or proportions;

(5) Numerical specifications of appropriate relationships to streets, sidewalks, and other structures;

(6) Illustrations of appropriate porch treatments or entrances;

(7) Illustrations of appropriate signage or street furniture.

(g) *Review Procedures.*

(1) The following departments and agencies of the City of Pensacola will required the completion of an application for a certificate of appropriateness if any of the following activities affect any designated historic structure or site, or any structure within a designated historic district:

(A) *Planning Department and or Permitting.* Any request or application for approval of a site plan; any request for a rezoning, conditional use, or a variance; or any other request or application that requires an exercise of the (planning board and/or zoning board of adjustment's powers and duties that affect any designated historic site or structure, or any site or structure or archaeological site within a designated historic district.

(B) *Building Department.* Any application for any required building permit that affects the exterior of a structure, or for demolition, that affects any designated historic site, or any structure or archaeological site within a designated historic district or area not otherwise under such protection.

(2) An application for certificate of appropriateness must be filed at least three weeks prior to the meeting at which the application is to be considered. The

Commission will consider the application at their next regular meeting. The applicant shall pay a filing fee, the amount of which will be determined by the Commission and approved by the city council, and no application will be accepted by the Commission unless it contains all required and pertinent information and is accompanied by the required fee.

(3) An applicant may request a pre-application conference with the Commission or appropriate city staff members to obtain information and guidance. The Commission may designate subcommittees of at least one member to hold pre-application conferences with potential applicants. The purpose of each conference will be to discuss and clarify preservation objectives and Commission regulations and guidelines. However, in no case will any statement or representation made prior to official Commission review of an application bind the Commission, the city council, or any city department.

(4) The Commission will act upon the application. provided it is submitted on or prior to the submittal deadline, at the first meeting following the submittal deadline. If a quorum is not present, the Commission may conduct a special meeting, provided that the application meets the filing requirements as defined in this section. Nothing herein will prohibit a continuation of a hearing on an application which the applicant requests or to which the applicant consents.

(5) The Commission may advise the applicant and make recommendations in regard to appropriateness of the application. The Commission may delay final action until its next regularly scheduled meeting. In no case will the Commission delay final action on any application more than 60 calendar days after such application is formally brought before the Board. If the Board fails to take final action on any application within 60 days after such application is formally brought before the Board, the application shall be deemed approved and the (building official shall issue a certificate of appropriateness noting the "deemed approval" on it.

(6) The Commission may approve, modify or deny an application for a certificate of appropriateness. If the Commission approves the application, a certificate of appropriateness will be issued. Construction for which a certificate of appropriateness is issued shall commence within six months from the date of issuance, and said certificate shall expire if construction is not continuing in a timely manner as outlined within the Building Code. The Commission may not approve extensions for certificates of appropriateness. If the Commission disapproves the application, a certificate of appropriateness shall not be issued. The Commission will state its reasons for disapproval in writing and present these written reasons to the applicant.

(7) Decisions of the Commission regarding applications for certificates of appropriateness may be appealed by applying to the city council on or before five calendar days following the Commission's notification. The city council will then consider the Commission's decision and its written explanation of the Commission' s action and hold a hearing within a reasonable time following

the filing of an appeal. At this hearing, the applicant may address the application and any supporting material presented to the Commission; however, no new material or evidence shall be presented or considered. The city council will vote upon the appeal and any approval or disapproval of the appeal must be approved by a majority vote of the city council.

SECTION 11. Demolition Guidelines and Procedures.

(a) Whenever a property owner clearly demonstrates that a structure or appurtenance designated as a historic site, or a contributing structure or appurtenance within a designated historic district or an area not otherwise afforded such protections, has been condemned by the building official of the city, such structure may be demolished if a report from a licensed engineer or architect with experience in rehabilitation states that the structure is structurally unsound and unsuitable for rehabilitation.

(b) However, when an applicant seeks a certificate for the purpose of demolition of a non-condemned, contributing structure or appurtenance, the applicant must satisfactorily demonstrate to the Commission that no reasonable alternative, such as relocation, to demolition can be found. The applicant must submit a conceptual building design and/or redevelopment plan for the property if a demolition is approved. A demolition approval may only be granted in conjunction with the approval of such submittal.

(c) No decision of the Commission shall result in undue economic hardship for the property owner. The Commission shall have authority to determine the existence of such hardship in accordance with the definition of economic hardship found in Section 3 (i) of this ordinance.

(d) The Commission's refusal to grant a certificate of appropriateness for the purpose of demolition will be supported within 15 calendar days by a written statement describing the public interest that the Commission seeks to preserve.

(e) The Commission may grant a certificate of appropriateness for demolition which may provide for a delayed effective date of up to six months from the date of the Commission' s action. The effective date of the certificate will be determined by the Commission based on the relative significance of the structure and the probable time required to arrange a possible alternative to demolition. In general, the Commission may delay the demolition of designated historic sites and contributing structures within historic districts for up to six months.

(f) During the demolition delay period, the Commission may take such steps, as it deems necessary to preserve the structure concerned. Such steps may include, but not be limited to, consultation with community groups, public agencies, and interested citizens, recommendations for acquisition of property by public or private bodies or agencies, and exploration of the possibility of moving one or more structures or other features.

(g) In connection with any certificate of appropriateness for demolition of structures or appurtenances as defined in this chapter, the Commission will encourage the owner, to salvage and preserve specified classes of building materials,

architectural details and ornaments, fixtures, and the like for reuse in the restoration of other historic properties. The Commission will request a qualified historic preservation consultant to record the architectural details for archival purposes prior to demolition. The recording may include, but will not be limited to, photographs, document s and scaled architectural drawings.

(h) The Commission will consider these guidelines in evaluating applications for a certificate of appropriateness for demolition of designated historic sites, or structures, or appurtenances within designated historic districts or in areas not otherwise afforded such protections:

(1) Is the structure of such interest or quality that it would reasonably fulfill criteria for designation for listing on the national resister?

(2) Is the structure of such design, craftsmanship or material that it could be reproduced only with great difficulty and/or economically unviable expense?

(3) Is the structure on of the last remaining examples of its kind in the neighborhood, city or designated historic district?

(4) Would retaining the structure promote the general welfare of the City of Pensacola by providing an opportunity to study local history, architecture and design, or by developing an understanding of the importance and value of a particular culture and heritage?

(5) Are there definite plans for immediate reuse of the property if the proposed demolition is carried out, and what effect will those plans have on the character of the surrounding area?

(6) Does the structure contribute significantly to the historic character of the historic area or district and to the overall ensemble of structures I the neighborhood?

(7) Has the structure been determined to be structurally unsound and unsuitable for rehabilitation by a qualified engineer or architect?

(i) Notice of application for demolition shall be posted on the premises of the structure or appurtenance proposed for demolition in a location and manner clearly visible from the street. Such notice will be posted within three (3) working days of receipt of the application for demolition by the Commission.

SECTION 12. <u>Maintenance.</u>

(a) Every person in charge of an improvement on a historic site or structure or in an historic district or areas within the city not otherwise afforded protection, shall keep in good repair (1) all of the exterior portions of such improvement and (2) all interior portions thereof which, if not so maintained, may cause or tend to cause the exterior portions of such improvement to deteriorate, decay or become damaged or otherwise to fall into a state of disrepair.

(b) The provisions of this section shall be in addition to all other provisions of law requiring any such improvement to be kept in good repair.

(c) The Commission, or its designee, may enforce the provisions of this section at law or at equity.

SECTION 13. Unsafe Structures. Nothing in this ordinance shall prevent the emergency stabilization and weatherization of a designated structure on an emergency basis when the planning director, or building inspector certifies in writing that such work is necessary for the purpose of correcting conditions determined to be dangerous to life, health or property.

SECTION 14. Relocation.

(a) When an applicant seeks to obtain a certificate of appropriateness for the relocation of a historic structure or a contributing structure, the Commission shall consider the following guidelines in addition to any other applicable guidelines found in this chapter:
    (1) What contribution does the structure make to its present setting?
    (2) Can the structure be moved without significant damage to its physical integrity, or change in or significant loss of historic characteristics?
    (3) Is the structure compatible with it proposed site and adjacent properties?
    (4) What is the proximity of the proposed site to the present site?

(b) The Commission must approve a conceptual building design and/or redevelopment plan for the property if relocation is approved.

(c) In reviewing application for relocations, the Commission shall follow the requirements of Section 11 (c) - (i), inclusive. In those instances, the word relocation shall be substituted for demolition as applicable.

SECTION 15. Certificate of Economic Hardship. Where, by reason of particular site conditions and restraints, or because of unusual circumstances applicable solely to the particular applicant, strict enforcement of the provisions of this ordinance would result in economic hardship to the applicant, the Commission may grant a certificate of economic hardship exempting the applicant from some or all of the requirements.

(a) In any instance where there is a claim of economic hardship, the owner shall submit, by affidavit, to the Commission at least 15 days prior to a regularly scheduled meeting of the Commission the following information:
    (1) For all property:
        i. The amount paid for the property, the date of purchase and the party from whom purchased;
        ii. The assessed value of the land and improvements thereon according to the two most recent assessments;
        iii. Real estate taxes for the previous two years;
        iv. All appraisals obtained within the previous two years by the owner or applicant in connection with his purchase, financing, or ownership of the property;
        v. Any listing of the property for sale or rent, price asked and offers received, if any;
        vi. Any consideration by the owner as to profitable adaptive uses for the property; and

vii. Recent sales of similar properties in the immediate area.

(2) For income producing property:

i. Annual gross income from the property for the previous two (2) years;

ii. Itemized operating and maintenance expenses for the previous two (2) years; and

iii. Annual cash flow, if any, for the previous two (2) years.

(b) The Commission may require an applicant to furnish additional information by affidavit relevant to a determination of undue economic hardship. In the event that any of the required information cannot be obtained by the applicant, the applicant shall file with his affidavit a statement of the information which cannot be obtained and shall describe the reasons why such information cannot be obtained.

(c) The Commission shall not grant a variance unless it determines that:

(1) The certificate of economic hardship is the minimum variance required to make reasonable use of the land or structure.

(2) The grant of the certificate of economic hardship will be in harmony with the general purpose and intent of this ordinance.

SECTION 16. Fees. Fees for processing applications under this ordinance shall be established annually by resolution of the city council.

SECTION 17. Taxes. Nothing in this ordinance shall be construed as reason for an increased evaluation of property for purposes of ad valorem taxation because of historic designation.

SECTION 18. Property Owned by Public Agencies. The requirements, provisions, and purposes of this ordinance apply to all property owned by the City of Pensacola or any other public agency; provided, however, designation pursuant to this ordinance shall not affect the validity of prior actions of the Pensacola City Council approving plans, programs, or authorizations for public trust, agencies or authorities of the City of Pensacola without an express amendment of such plan, program or authority.

SECTION 19. Appeals. A determination by the Commission that an application for a certificate of appropriateness or for a certificate of economic hardship be denied shall be appealable to the City Council as set forth supra.

SECTION 20. Incentives. Possibilities for this section include:

- Fast track permitting
- Reduced fees
- Tax incentives
- Variances from zoning

SECTION 21. Penalties.

[i] Any Person, firm or corporation who violates any provision of this ordinance shall, upon conviction, be guilty of a misdemeanor against the City of Pensacola and shall be punishable by a fine of no less than Fifty Dollars ($50) and no more than Five Hundred Dollars ($500). A violation exists whenever there is a performance of an act which is prohibited by the provisions of this ordinance, or a failure to perform an act which is required by this ordinance. Each day such violation shall continue to exist shall be considered a separate offense.

[ii] In case any structure is erected, constructed, externally reconstructed, externally altered, added to or demolished in violation of this ordinance, the City of Pensacola or any person may institute an appropriate action or proceeding in a court with competent jurisdiction to prevent such unlawful erection, construction, reconstruction, exterior alteration, addition or demolition, and the violating party shall pay all court costs and expenses , including reasonable attorneys' fees, if the court should find in favor of the City of Pensacola or persons suing on behalf of the City of Pensacola to enforce this ordinance.

SECTON 22. 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 23. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 24. 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 #: 18-46 | City Council | 10/11/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Andy Terhaar

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 18-46 - AMENDING THE FISCAL YEAR 2019 BUDGET - SKATEBOARD PARK FUNDING

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 18-46.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

Currently, within the Capital Improvement Plan (LOST IV) of the FY 19 Budget, there is $200,000 appropriated for City Hall Parking Lot Improvements. Also within the FY 19 Budget a line item has been created for the Skate Board Park.

At the September 13, 2018 City Council Meeting, the City Council approved a Community Maritime Park Option Agreement which will provide for monies to be paid to the City from Studer Properties, LLP in consideration of these options.

This item proposes the transfer of the $200,000 appropriated for City Hall Parking Lot Improvements to the Skate Board park line item. Further, when monies are received from the option payments, that $200,000 be then used for City Hall Parking Lot Improvements.

PRIOR ACTION:

September 19, 2018 - City Council formally adopted a beginning FY 2019 Budget on Budget Resolution No. 18-40.

September 13, 2018 - City Council approved the Community Maritime Park Option Agreement

FUNDING:

N/A

FINANCIAL IMPACT:

$200,000 currently within LOST IV (Capital Improvement Plan) for City Hall Parking Lot Improvements will be moved to the line item for the Skate Board Park. Once received, $200,000 from the Studer Options payments will be transferred for use on the City Hall Parking Lot Improvements.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) Supplemental Budget Resolution No. 18-46
2) Supplemental Budget Explanation No. 18-46

PRESENTATION: No

RESOLUTION
NO. 18-46

A RESOLUTION
TO BE ENTITLED:

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

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

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. LOCAL OPTION SALES TAX FUND

	Fund Balance	200,000
As Reads	Capital Outlay	17,041,300
To:		
Reads	Capital Outlay	17,241,300

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

THE CITY OF PENSACOLA

OCTOBER 2018 - SUPPLEMENTAL BUDGET RESOLUTION - SKATEBOARD PARK - RESOLUTION NO. 18-46

FUND	AMOUNT	DESCRIPTION
LOCAL OPTION SALES TAX FUND		
Fund Balance	200,000	Increase appropriated fund balance - FY 2021 City Hall Parking Lot Improvements
Appropriations		
Capital Outlay - Skateboard Park	200,000	Increase appropriation for Capital Outlay - Skateboard Park
Total Appropriations	200,000	

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00364 | City Council | 10/11/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

AWARD OF CONTRACT- Bid #18-035 BAYVIEW COMMUNITY RESOURCE CENTER

RECOMMENDATION:

That City Council award a contract for Bid # 18-035 Bayview Community Resource Center to _____, the lowest and most responsible bidder for construction of the new Bayview Community Resource Center, with a base bid of $X,XXX,XXX, plus a __% contingency of $XXX,XXX for a total amount of $X,XXX,XXX. Further, that Council authorize the Mayor to execute the contract and take all actions necessary to complete the project

HEARING REQUIRED: No Hearing Required

SUMMARY:

As a result of flooding throughout the City on April 30, 2014, the Bayview Resource Center was significantly damaged. The extent of the damages required the demolition of the building in December 2015. In response to the loss of the City-wide community asset, in February of 2016 City Council approved the concept of building a new Bayview Community Resource Center with funding from Local Option Sales Tax (LOST) series IV revenue.

In April 2016 the City issued a Request for Qualifications (RFQ) for Architectural and Engineering Services for the new resource center. City Council awarded a contract to Caldwell Associates Architects, Inc. at its January 12, 2017 meeting. In that meeting, the City's Chief Financial Officer confirmed that the Bayview project was estimated to cost $8.25 million, but that the actual cost would not be known until the City received bids for construction.

At the June 14, 2018 City Council meeting, City Council limited the total cost of the Bayview project to a maximum of $8,250,000. Later in that same meeting, a recommendation was to have been presented for consideration to award a contract to Green-Simmons Company, Inc. for Bid #18-009 for construction of the Bayview Community Resource Center. This recommendation was never considered, as the total recommended award amount of $8,247,653 would cause the entire project cost to exceed $8,250,000.

In an effort to re-bid the project and stay within the $8.25 million project limit, staff presented a revised project

cost breakout for approval by City Council at their August 9, 2018 meeting. The cost break-out included additional money for the architect to redesign the project to bring the estimated construction costs down to $6.4 million or less.

On October 8, 2018 the City opened the new bids for construction of the Bayview Community Resource Center. The lowest bid was received from _____, in the amount of $X,XXX,XXX. It is recommended that Council award the contract to _____ for the construction of the new Bayview Community Resource Center.

PRIOR ACTION:

February 11, 2016- City Council authorized funding for the rebuilding of Fire Station #3 and Bayview Community Resource Center from the One-Cent Local Government Infrastructure Surtax extension from January 1, 2018 through December 31, 2028 (Lost Series IV).

January 12, 2017- City Council awarded a contract to Caldwell Associates Architects, Inc. of Pensacola for RFQ# 16-024 for Architectural and Engineering Services for the Construction of a Community Resource Center at Bayview Park, for the agreed upon fee of 7% of construction costs.

September 20, 2017- City Council approved the Fiscal Year 2018 budget with included LOST funding in the amount of $8.25 million for the Bayview Community Resource Center.

October 12, 2017- City Council approved Resolution No. 17-65 authorizing financing in the principal amount of $25,000,000 to finance capital improvements eligible to be financed from the local government infrastructure surtax.

June 14, 2018- City Council set a maximum expenditure for the Bayview Community Resource Center at $8.25 million, requiring Caldwell Associates Architects to design to build not to exceed that amount and requested that a modified contract be presented for approval.

August 9, 2018- City Council approved a proposed project cost breakdown for Bayview Community Resource Center, including additional fees for the architect to redesign the proposed community center so that the construction costs would be within project limits.

FUNDING:

Budget:	$8,250,000.00	Bayview Resource Center - LOST IV
	$8,250,000.00	
Actual:	$X,XXX,XXX	Construction Costs
	$XXX,XXX	__% Project Contingency
	$X,XXX,XXX	A & E Services and Soft Costs
	$XXX,XXX	Furniture, Fixtures & Equipment (FF & E)

$8,250,000.00

FINANCIAL IMPACT:

Funds have been approved for the Bayview Community Resource Center project in the Local Option Sales Tax Fund.

CITY ATTORNEY REVIEW: Choose an item.

Click here to enter a date.

STAFF CONTACT:

Keith Wilkins, City Administrator
Richard Barker, Jr., Chief Financial Officer
Brian Cooper, Parks and Recreation Director

ATTACHMENTS:

1) Bid Tabulation
2) Final Bidders Reference List

PRESENTATION: No

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00368 | City Council | 10/11/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMET (FSTED) GRANT #44102729401 - BERTHS 3 AND 5 DREDGING

RECOMMENDATION:

That City Council authorize the Mayor to accept the State of Florida, Florida Seaport Transportation Economic Development (FSTED) grant # 44102729401 in the total amount of $147,600 comprised of $110,700 in FSTED funds and $36,900 in local match. Further, that City Council authorize the Mayor to take all actions necessary for the acceptance of the grant. Finally, that City Council approve the supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Port of Pensacola was awarded the subject grant as part of the 2018/2019 Florida Seaport Transportation Economic Development (FSTED) annual grant program. The funds are part of the $25 million allocated to the FSTED program by the Florida Legislature annually in accordance with Chapter 311 of Florida Statutes. Each of Florida's 14 public deep-draft seaports can apply for funds from this program to assist in funding port capital and infrastructure improvements.

This grant is specifically for dredging Port Berths 3 and 5 to 33 feet, which is their full depth as authorized by the U.S. Army Corps of Engineers. Silting in several locations along the berths has created shallow spots where the depth alongside is currently less than 33 feet. This grant will fund engineering, design, permitting, bidding, contracting and dredging (including vendor mobilization, demobilization and dredged material disposal).

PRIOR ACTION:

None

FUNDING:

Budget:	$ 110,700	FSTED Grant #44102729401
	36,900	Port Matching Grant Funds
	$ 147,600	
Actual:	$ 147,600	

FINANCIAL IMPACT:

FSTED Grant funds in the amount of $110,700 will provide partial funding for this project. The City's required matching funds of $36,900 will come from various operating expense line items in the Port Fund. Approval of the Supplemental Budget Resolution will appropriate the funding for this project.

CITY ATTORNEY REVIEW: Choose an item.

Click here to enter a date.

STAFF CONTACT:

Keith Wilkins, City Administrator
Amy Miller, Port Director

ATTACHMENTS:

1) Public Transportation Joint Participation Agreement
2) Supplemental Budget Resolution
3) Supplemental Budget Explanation

PRESENTATION: No

FINANCIAL PROJECT NO(S)		CONTRACT NO	FUND	FUNCTION	FEDERAL NO
44102729401			Port	215	

CFDA NO	CFDA TITLE	CSFA NO	CSFA TITLE
		55.005	Seaport Grant Programs

DUNS NO	AGENCY DUNS NO	FLAIR CATEGORY	OBJ CODE	ORG CODE	VENDOR NO
80-939-7102	07-313-1559	088794	751000	55032020329	F596000406008

AGENCY NAME

City of Pensacola

AGENCY ADDRESS

222 W Main St, Pensacola, FL 32502

FLORIDA STATUTE(S)

Chapter 311

EXHIBITS

A,B, and D

ESTIMATED COST

$147,600.00

DEPT. AMT.

$110,700.00

FRONT END FUNDING

☐ IS applicable ☒ IS NOT applicable

AGENCY AMT.

$36,900.00

PURPOSE OF AGREEMENT

Maintenance Dredging. This Agreement provides funding for the removal of an estimated 4,700 cubic yards of material from Port Berths 3 & 5 to restore the subject berths to their full project depth of 33 foot as authorized by the US Army Corps of Engineers. The entire project for maintenance dredging for all port berths will be an estimated $1.304 million. Components covered by this Agreement includes the permitting, design, engineering, bidding, contracting, and dredging (Including contractor mobilization, demobilization and dredged material disposal).

DISTRICT	ADDRESS (Street, City, State)
Three	P.O. Box 607 Chipley,Fl

ZIP CODE	EXPIRATION	FDOT'S SIGNATOR	FDOT SIGNATOR'S TITLE
32428	January 31, 2023	Jared Perdue	Dir. of Transportation Development

ALL ADDRESSES FOR ALL STATE OFFICES RESPONSIBLE FOR PROGRAM OVERSIGHT

Exhibits for the JPA are located on the Public Transportation Office website.

Click here to go to exhibits

PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence)		Fund:	Port	FLAIR Category:	088794
44102729401		**Function:**	215	**Object Code:**	751000
		Federal Number:		Org. Code:	55032020329
Contract Number:		DUNS Number:	80-939-7102	Vendor No.:	F596000406008
CFDA Number:		Agency DUNS No.	07-313-1559	CSFA Number:	55.005
CFDA Title:				CSFA Title:	Seaport Grant Programs

THIS JOINT PARTICIPATION AGREEMENT ("Agreement"), made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, ("Department"), and City of Pensacola, 222 W Main St, Pensacola, FL 32502 ("Agency"). The Department and Agency agree that all terms of this Agreement will be completed on or before January 31, 2023 and this Agreement will expire unless a time extension is provided in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the Project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Chapter 311, Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement. The purpose of this Agreement is to provide for the Department's participation in

Maintenance Dredging. This Agreement provides funding for the removal of an estimated 4,700 cubic yards of material from Port Berths 3 & 5 to restore the subject berths to their full project depth of 33 foot as authorized by the US Army Corps of Engineers. The entire project for maintenance dredging for all port berths will be an estimated $1.304 million. Components covered by this Agreement includes the permitting, design, engineering, bidding, contracting, and dredging (Including contractor mobilization, demobilization and dredged material disposal).

and as further described in Exhibit "A" attached to and incorporated into this Agreement ("Project"), and to provide Departmental financial assistance to the Agency, state the terms and conditions upon which such assistance will be provided, and to set forth the manner in which the Project will be undertaken and completed.

1.10 Exhibits. A,B, and D are attached and incorporated into this Agreement.

2.00 Accomplishment of the Project:

2.10 General Requirements. The Agency shall commence, and complete the Project, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the Project, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency. The Agency shall initiate and prosecute to completion all proceedings necessary, including federal aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

2.40 Submission of Proceedings, Contracts and Other Documents. The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the Project as the Department may require as listed in Exhibit "C" attached to and incorporated into this Agreement. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the Project towards completion.

3.00 Total Project Cost. The total estimated cost of the Project is $147,600.00. This amount is based upon the estimate summarized in Exhibit "B" attached to and incorporated into this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved.

4.00 Project Costs Participation and Eligibility:

4.10 Department Participation. The Department agrees to maximum participation, including contingencies, in the Project in the amount of $110,700.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

4.11 Agency Participation (Non-State Sources). The Agency agrees to minimum participation, including contingencies, in the Project in the amount of $36,900.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of the total cost shown in Exhibit "B", whichever is more.

4.12 Federal Awards. The Agency, a non-federal entity, ☐ is ☒ is not a recipient of a federal award, as detailed in Exhibit "B."

4.20 Project Cost Eligibility. Project costs eligible for State participation will be allowed only from the effective date of this Agreement. It is understood that State participation in eligible Project costs is subject to:

a) Legislative approval of the Department's appropriation request in the adopted work program year that the Project is scheduled to be committed;
b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
d) Department approval of the Project scope and budget (Exhibits "A" and "B") at the time appropriation authority becomes available.

4.30 Front End Funding. Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred Project costs up to an amount equal to its total share of participation as shown in paragraph 4.10.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project, attached and incorporated into this Agreement as Exhibit "B." The schedule of funding may be revised by execution of a Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this Project may be reduced upon determination of the Agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.20 Payment Provisions. Unless otherwise allowed, payment will begin in the year the Project or Project phase is scheduled in the work program as of the date of the Agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

6.00 Accounting Records:

6.10 Establishment and Maintenance of Accounting Records. The Agency shall establish for the Project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", 2 CFR Part 225, separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "Project account." Records of costs incurred under terms of this Agreement shall be maintained in the Project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

6.20 Costs Incurred for the Project. The Agency shall charge to the Project account all eligible costs of the Project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

6.30 Documentation of Project Costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

6.40 Checks, Orders, and Vouchers. Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the Project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

6.50 Audits. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

1. Federal Funded

   a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

   b) The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

      i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Exhibit A,B, and D to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

      ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

2. State Funded

a) In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or State of Florida Auditor General.

b) The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit A,B, and D to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and

elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

3. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, DFS or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

6.60 Insurance. Execution of this Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any Project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

7.00 Requisitions and Payments:

7.10 Action by the Agency. In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Three Public Transportation Office P.O. Box 607 Chipley,Fl , 32428, its requisition on a form or forms prescribed by the Department, and any other data pertaining to the Project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

7.11 Deliverables. The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A." Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

7.12 Invoices. Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A." Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

7.13 Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

7.14 Travel Expenses. Invoices for any travel expenses by the Agency shall be submitted in accordance with Section 112.061, Florida Statutes, and shall be submitted on the Department's Contractor ***Travel Form No. 300-000-06***. The Department may establish rates lower than the maximum provided in Chapter 112.061, Florida Statutes.

7.15 Property Acquisition. For real property acquired, submit:

a) The date the Agency acquired the real property.

b) A statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.

c) A statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

7.20 The Department's Obligations. Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a) The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
b) There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;
c) The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;
d) There has been any violation of the conflict of interest provisions contained in this Agreement;
e) The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or
f) Any federal agency providing federal financial assistance to the Project suspends or terminates federal financial assistance to the Project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

7.30 Disallowed Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the Project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department, and costs invoiced prior to receipt of annual notification of fund availability.

7.40 Payment Offset. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally. If the Agency abandons or, before completion, finally discontinues the Project; or for any other reason, the commencement, prosecution, or timely completion of the Project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

8.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this Section 8, the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

8.12 Access to Documents and Materials. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency, contractor, sub-contractor, or materials vendor to comply with the provisions of Chapter 119, Florida Statutes.

9.00 Audit and Inspection. The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

10.00 Contracts of the Agency:

10.10 Third Party Agreements. The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.20(c). The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services:

10.21 Compliance with Consultants' Competitive Negotiation Act. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 CFR 172, and 23 U.S.C. 112.. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all projects funded under this Agreement. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act and the federal Brooks Act.

10.22 Procurement of Commodities or Contractual Services. It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Chapter 287.057, Florida Statutes. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the Project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.20(c).

10.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBE's, as defined in 49 CFR Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance

with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

10.40 Procurement of Construction Services. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.099(1), Florida Statutes.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity. In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

11.20 Title VI - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

11.30 Title VIII - Civil Rights Act of 1968. Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

11.40 Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

11.50 Prohibited Interests. The Agency shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

a) "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.

b) The Agency shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the

Agency by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Agency.

c) The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

11.60 Interest of Members of, or Delegates to, Congress or Legislature. No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

12.00 Miscellaneous Provisions:

12.10 Environmental Regulations. Execution of this Agreement constitutes a certification by the Agency that the Project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

12.20 Department Not Obligated to Third Parties. The Department shall not be obligated or liable hereunder to any party other than the Agency.

12.30 When Rights and Remedies Not Waived. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

12.40 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus or Commission. By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

12.60 State or Territorial Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

12.70 Use and Maintenance of Project Facilities and Equipment. The Agency agrees that the Project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the Project facilities and equipment in good working order for the useful life of said facilities or equipment.

12.71 Property Records. The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

12.80 Disposal of Project Facilities or Equipment. If the Agency disposes of any Project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement. The Agency must remit said proportional amount to the Department within one (1) year after the official date of disposal.

12.90 Contractual Indemnity. To the extent provided by Section 768.28, Florida Statues, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement. Nothing in this Agreement shall be construed as a waiver by the Agency of any sovereign immunity protections that may be provided by Section 768.28, Florida Statutes.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.00 Plans and Specifications. In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies Project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- **a)** All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- **b)** The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- **c)** The plans are consistent with the intent of the Project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- **d)** The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

14.00 Project Completion, Agency Certification. The Agency will certify in writing on or attached to the final invoice, that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the Project is accepted by the Agency as suitable for the intended purpose.

15.00 Appropriation of Funds:

15.10 Contingency of Payment. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

15.20 Multi-Year Commitment. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

16.00 Expiration of Agreement. The Agency agrees to complete the Project on or before January 31, 2023. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project and the procedure established in Section 8.00 of this Agreement shall be initiated. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

16.10 Final Invoice. The Agency must submit the final invoice on this Project to the Department within 120 days after the expiration of this Agreement.

17.00 Agreement Format. All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

18.00 Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

19.00 Restrictions on Lobbying:

19.10 Federal. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

19.20 State. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

20.00 Vendors Rights. The Agency providing goods and services to the Department should be aware of the following time frames:

a) The Department has 20 days to deliver a request for payment (voucher) to DFS. The 20 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved. Approval and inspection of goods or services shall take no longer than 20 days following the receipt of a complete and accurate invoice.

b) If a payment is not available within 40 days, then a separate interest penalty at a rate established pursuant to ***Section 55.03(1), Florida Statutes***, will be due and payable, in addition to the invoice amount, to the Agency. The 40 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman has been established within DFS. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516.

21.00 Restrictions, Prohibits, Controls, and Labor Provisions. During the performance of this Agreement, the Agency agrees as follows, and shall require the following provisions to be included in each contract and subcontract entered into pursuant to this Agreement:

a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b) In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

c) An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d) Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for two (2) years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

> "No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

23.00 Employment Eligibility (Using E-Verify). Agency/Vendors/Contractors:

a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement; and

b) Shall expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor or subcontractor during the Agreement term.

24.00 Inspector General Cooperation. The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

25.00 Maintenance of Project. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement.

26.00 Federal Grant Number. If the Federal grant number is not available prior to execution of the Agreement, the Department may unilaterally add the Federal grant number to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the Federal grant number will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY	DEPARTMENT
City of Pensacola AGENCY NAME	DEPARTMENT OF TRANSPORTATION
SIGNATORY (PRINTED OR TYPED)	Jared Perdue TITLE Dir. of Transportation Development
SIGNATURE	LEGAL REVIEW, DEPARTMENT OF TRANSPORTATION
TITLE	See attached Encumbrance Form for date of Funding Approval by Comptroller

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Pensacola referenced by the above financial project number.

1. Project Location.
Port of Pensacola, Maintenance Dredging.

2. Project Description.
Maintenance Dredging. This Agreement provides funding for the removal of an estimated 4,700 cubic yards of material from Port Berths 3 & 5 to restore the subject berths to their full project depth of 33 foot as authorized by the US Army Corps of Engineers. The entire project for maintenance dredging for all port berths will be an estimated $1.304 million.

3. Scope of Services.

As required by section 215.971, F.S., this scope of work is developed to include but is not limited to permitting, design, engineering, bidding, contracting, and dredging (Including contractor mobilization, demobilization and dredged material disposal).

4. Deliverables.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress.

5. Special Considerations by Agency.

Travel costs will not be reimbursed.

FINANCIAL PROJECT NO.__44102729401__

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and City of Pensacola, as referenced by the above Financial Project Number.

I.	PROJECT COST:			$147,600.00
	TOTAL PROJECT COST:			$147,600.00
II.	PARTICIPATION:			
	Maximum Federal Participation			
	FTA, FAA	(%)	or	$
	Agency Participation (non-state sources)			
	In-Kind	(%)		$
	Cash	(25 %)		$36,900.00
	Other	(%)		$
	Maximum Department Participation,			
	Primary (FSTED)	(75 %)	or	$110,700.00
	Federal Reimbursable (DU)(FRA)(DFTA)	(%)	or	$
	Local Reimbursable (DL)	(%)	or	$
	TOTAL PROJECT COST			$147,600.00

EXHIBIT "D"

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation
State Project Title: SEAPORT GRANTS
CSFA Number: 55.005
***Award Amount:** $110,700.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.005 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.005 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

Compliance Requirements

1. Consultant Selection Compliance
2. Contractual Services (Certification)
3. Audits Reports

RESOLUTION
NO. 18-45

A RESOLUTION
TO BE ENTITLED:

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

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

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. PORT FUND

To:	State Grants	110,700
To:	Port Matching Grant (Local Share)	36,900
To:	State Grant - Operating Expenses	110,700
As Reads	Port O&M - Operating Expenses	655,800
To:		
Reads	Port O&M - Operating Expenses	618,900

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

THE CITY OF PENSACOLA

OCTOBER 2018 - SUPPLEMENTAL BUDGET RESOLUTION - PORT FSTED GRANT DREDGING BERTHS 3 & 5 - RES NO. 18-45

FUND	AMOUNT	DESCRIPTION
PORT FUND		
Estimated Revenues		
State Grants	110,700	Appropriate estimated revenue from State Grants
Total Revenues	110,700	
Appropriations		
Port O&M - Operating Expenses	(36,900)	Decrease appropriation for Port O&M Operating Expenses
Port Matching Grant (Local Share)	36,900	Appropriate funding for Port Matching Grant (Local Share)
State Grant - Operating Expenses	110,700	Appropriate funding for State Grant - Operating Expenses
Total Appropriations	110,700	

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-45 | City Council | 10/11/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 18-45 - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT DREDGING PORT BERTHS 3 AND 5

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 18-45.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Port of Pensacola was awarded the subject grant as part of the 2018/2019 Florida Seaport Transportation Economic Development (FSTED) annual grant program. The funds are part of the $25 million allocated to the FSTED program by the Florida Legislature annually in accordance with Chapter 311 of Florida Statutes. Each of Florida's 14 public deep-draft seaports can apply for funds from this program to assist in funding port capital and infrastructure improvements.

This grant is specifically for dredging Port Berths 3 and 5 to 33 feet, which is their full depth as authorized by the U.S. Army Corps of Engineers. Silting in several locations along the berths has created shallow spots where the depth alongside is currently less than 33 feet. This grant will fund engineering, design, permitting, bidding, contracting and dredging (including vendor mobilization, demobilization and dredged material disposal).

PRIOR ACTION:

None

FUNDING:

Budget:	$ 110,700	FSTED Grant #44102729401
	36,900	Port Matching Grant Funds
	$ 147,600	
Actual:	$ 147,600	

FINANCIAL IMPACT:

FSTED Grant funds in the amount of $110,700 will provide partial funding for this project. The City's required matching funds of $36,900 will come from various operating expense line items in the Port Fund. Approval of the Supplemental Budget Resolution will appropriate the funding for this project.

CITY ATTORNEY REVIEW: Yes

9/28/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
Amy Miller, Port Director

ATTACHMENTS:

1) Supplemental Budget Resolution No. 18-45
2) Supplemental Budget Explanation No. 18-45

PRESENTATION: No

RESOLUTION
NO. 18-45

A RESOLUTION
TO BE ENTITLED:

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

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

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. PORT FUND

To:	State Grants	110,700
To:	Port Matching Grant (Local Share)	36,900
To:	State Grant - Operating Expenses	110,700
As Reads	Port O&M - Operating Expenses	655,800
To:		
Reads	Port O&M - Operating Expenses	618,900

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

THE CITY OF PENSACOLA

OCTOBER 2018 - SUPPLEMENTAL BUDGET RESOLUTION - PORT FSTED GRANT DREDGING BERTHS 3 & 5 - RES NO. 18-45

FUND	AMOUNT	DESCRIPTION
PORT FUND		
Estimated Revenues		
State Grants	110,700	Appropriate estimated revenue from State Grants
Total Revenues	110,700	
Appropriations		
Port O&M - Operating Expenses	(36,900)	Decrease appropriation for Port O&M Operating Expenses
Port Matching Grant (Local Share)	36,900	Appropriate funding for Port Matching Grant (Local Share)
State Grant - Operating Expenses	110,700	Appropriate funding for State Grant - Operating Expenses
Total Appropriations	110,700	

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00369 | City Council | 10/11/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

HAZARD MITIGATION GRANT PROGRAM (HMGP) GRANT - ACQUISITION OF PROPERTIES LOCATED AT 925, 927, AND 975 WEST LEE STREET

RECOMMENDATION:

That City Council authorize the purchase of 925 West Lee Street Parcel ID# 00-0S-00-9050-130-053 for $58,000; 927 West Lee Street Parcel ID# 00-0S-00-9050-110-053 for $110,000 and 975 West Lee Street Parcel ID# 00-0S-00-9050-090-053 for $140,000 for a total sale amount of $308,000 plus purchase additives and closing costs of $5,764 for a total amount of $313,764. Further, that the City Council authorize the Mayor to take all actions necessary to complete transaction.

HEARING REQUIRED: No Hearing Required

SUMMARY:

As a result of the April 2014 natural disaster flood event, the City submitted applications via contract consultant (Arcadis) to the Florida Department of Emergency Management (FDEM) for public assistance through the State Hazard Mitigation Grant Program (HMGP). More specifically, an application was submitted to purchase residential properties located at 925, 927, and 975 West Lee Street that had been impacted by historical repetitive flooding issues and the application was approved by FDEM. The approved HMGP grant provides 100% cost reimbursement from the State to the City for the entire project.

The subject residential properties currently occupy a natural low area within a platted subdivision that has historical repetitive flooding issues since it was developed, due to the natural topography of the area. The project will consist of purchasing the properties at fair market value, demolishing them and constructing a stormwater retention pond in the vacated area to help alleviate flooding issues in the immediate neighborhood. New underground drainage infrastructure will also be installed to connect the new pond to the adjacent existing pond on the north side of Lee Street.

PRIOR ACTION:

None

FUNDING:

Budget:	$ 328,104	HMGP Grant Award - Natural Disaster Fund
Actual:	$ 58,000	Purchase Price, 925 West Lee Street
	687	Purchase Additive
	450	Recording Fees and Title Insurance
	110,000	Purchase Price, 927 West Lee Street
	855	Purchase Additive
	727	Recording Fees and Title Insurance
	140,000	Purchase Price, 975 West Lee Street
	2,145	Purchase Additive
	900	Recording Fees and Title Insurance
	$ 313,764	Total

FINANCIAL IMPACT:

Funding for this HMGP Grant Project is appropriated in the Natural Disaster Fund.

CITY ATTORNEY REVIEW: Yes

9/28/2018

STAFF CONTACT:

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

ATTACHMENTS:

1) Summary Appraisal Report, 925 West Lee Street
2) Summary Appraisal Report, 927 West Lee Street
3) Settlement Statement, 927 West Lee Street
4) Summary Appraisal Report, 975 West Lee Street
5) Location Map, West Lee Street

PRESENTATION: No

Presley - McKenney & Associates, Inc.

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 18048Z5 TLR

Valuation Section

COST APPROACH

ESTIMATED SITE VALUE	= $ 16,000
ESTIMATED REPRODUCTION COST-NEW OF IMPROVEMENTS:	
Dwelling 1,141 Sq. Ft. @ $ 81.63	= $ 93,140
Bsmt. 0 Sq. Ft. @ $	= 0
Porch, K. Appliances	= 4,700
Garage/Carport Sq. Ft. @ $	= 0
Total Estimated Cost New	= $ 97,840
Less 50 Physical / Functional / External — Est. Remaining Econ. Life:	
Depreciation $55,769	= $ 55,769
Depreciated Value of Improvements	= $ 42,071
"As-is" Value of Site Improvements Driveway/Landscaping	= $ 2,000
INDICATED VALUE BY COST APPROACH	= $ 60,071

Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): Replacement cost data was derived from the Marshall Swift Handbook and knowledge of the local building costs. Depreciation was estimated using the age/life method. Total life of the subject property is estimated as 70 years. Physical depreciation combined with the unfinished interior of the subject makes the estimated effective age 40 years. 40/70 equals 57% estimated deprection.

SALES COMPARISON ANALYSIS

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	925 West Lee Street Pensacola	620 West Lee Street Pensacola, FL 32501		1000 West Hayes Street Pensacola, FL 32501		812 West Lee Street Pensacola, FL 32501	
Proximity to Subject		0.2 miles NE				0.1 miles NE	
Sales Price	$ N/A		$ 122,500		$ 35,000		$ 78,000
Price/Gross Liv. Area	$ 0.00 ☑	$ 77.73 ☑		$ 32.41 ☑		$ 61.81 ☑	
Data and/or Verification Sources		MLS-Closed Sale # 523883 Public Records		MLS-Closed Sale # 526274 Public Records		MLS-Closed Sale # 506527 Public Records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+ (-) $ Adjustment	DESCRIPTION	+ (-) $ Adjustment	DESCRIPTION	+ (-) $ Adjustment
Sales or Financing Concessions	N/A	Cash Typical Terms		Cash Typical Terms		Conventional Seller paid CC	-1,800
Date of Sale/Time	N/A	11/17/2017		01/25/2018		06/30/2017	
Location	Central City	Central City	-6,125	Central City	+10,500	Central City	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	10500 Sq.Ft.	10,500 SF		5,000 SF	+6,000	8,400 SF	
View	Average/Interior	Avg./Interior		Avg./Interior		Avg./Interior	
Design and Appeal	Ranch/Average	Ranch/Avg.		Ranch/Avg.		Ranch/Avg.	
Quality of Construction	Brick/Avg.	Brick/Avg.		Block/Avg.		Wood-Average	
Age	A 53 E 40	A 62 E 30	-10,650	A 55 E 40		A 62 E 40	
Condition	Fair	Average	-15,975	Fair-Similar		Average/Updated	-9,300
Above Grade Room Count (Total / Bdrms / Baths)	4 / 2 / 1.00	6 / 3 / 2.00	-3,000	6 / 3 / 1.00		6 / 3 / 1.50	-1,500
Gross Living Area	1,141 Sq.Ft.	1,576 Sq.Ft.	-15,200	1,080 Sq.Ft.		1,262 Sq.Ft.	-4,200
Basement & Finished Rooms Below Grade	N/A N/A	N/A N/A		N/A N/A		N/A N/A	
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	CH&A	CH&A		CH&A		CH&A	
Energy Efficient Items	Satisfactory	Satisfactory		Satisfactory		Satisfactory	
Garage/Carport	Drive Only	1 Carport	-1,500	Drive Only		1 Carport	-1,500
Porch, Patio, Deck, Fireplace(s), etc.	Porch None	Porch 1 FP	-3,000	Porch, None		Pch, Small Patio None	
Fence, Pool, etc.		Fence, Storage	-2,500			Fence,	-1,500
Net Adj. (total)		☐ + ☒ -	$ 57,950	☒ + ☐ -	$ 16,500	☐ + ☒ -	$ 19,800
Adjusted Sales Price of Comparable		Gross: 47.3% Net: -47.3%	$ 64,550	Gross: 47.1% Net: 47.1%	$ 51,500	Gross: 25.4% Net: -25.4%	$ 58,200

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): All three sales are located in the subject market area. Sale 1 and Sale 3 on West Lee Street. Sale 1 received 5% downward adjustment (taken from the sales price) for being superior location, east of " E" Street. Sale 2 received an upward adjustment of 15% for being an inferior location. Sale 3 received a downward adjustment since the seller paid some closing costs per the MLS data. Sale 1 received a downward adjustment for having a gross living area more than 100 square feet larger than the subject. Sale 3 received the same downward adjustment for having a gross living area 100 square feet smaller than the subject. About equal weight is given all three sales.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data Source for prior sales within year of appraisal	None noted past three years.	Sold under Cert. of Title 8/24/17 $80,100 OR 7772 PG 1020	None noted past three years.	None noted past three years.

Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal: Per county tax records, there have been no sales of the subject or comparables 2 and 3 in the past three years.

INDICATED VALUE BY SALES COMPARISON APPROACH $ 58,000

INDICATED VALUE BY INCOME APPROACH (If Applicable) Estimated Market Rent $ N/A /Mo. x Gross Rent Multiplier N/A = $ 0

RECONCILIATION

This appraisal is made ☒ "as is" ☐ subject to the repairs, alterations, inspections or conditions listed below ☐ subject to completion per plans and specifications.

Conditions of Appraisal: The appraisal is made of the subject "as-is." This assumes a reasonable marketing period of 3-6 months.

Final Reconciliation: About equal weight is given the three sales. Sale 1 and 3 are in better condition than the subject property, while Sale 2 is in fair condition. Sale 1 is adjusted 5% for superior location. Sale 3, located about one block from the subject, did not receive a location adjustment. The subject's unfinished condition and vacancy is considered in arriving at a final opinion of value.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/Fannie Mae Form 1004B (Revised 6/93).

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF 02/28/2018 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE $ 58,000.

APPRAISER:	SUPERVISORY APPRAISER (ONLY IF REQUIRED):
Signature Thornton L. Rogers	Signature ☐ Did ☒ Did Not Inspect Property
Name Thornton Rogers	Name M. Eugene Presley
Date Report Signed 03/07/2018	Date Report Signed 03/07/2018
State Certification # Trainee RI10333 State FL	State Certification # Cert Gen RZ 103 State FL
Or State License # State	Or State License # State

Freddie Mac Form 70 6-93 PAGE 2 OF 2 Fannie Mae Form 1004 6-93

Presley-McKenney

ADDENDUM

Borrower: Alma Phillips		File No.: 18048Z5
Property Address: 925 West Lee Street		Case No.: TLR
City: Pensacola	State: FL	Zip: 32501
Lender: City of Pensacola		

Legal Description

E1/2 OF LT 13 ALL LTS 14 15 BLK 53 NORTH HILL HIGHLANDS PLAT DB 62 PAGE 244 DB 545 P 594 OR 1534 P 947 OR 6101 P 824 OR 7212 P 1765 CA 107

Condition of Improvements

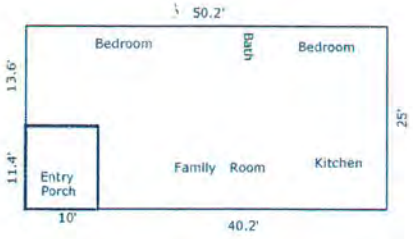
The subject is 1965 brick construction on slab. Overall the subject is in fair condition, per inspection. An inspection of the exterior and the interior was made on February 28, 2018. Per the owners son who met us for the inspection, the sheetrock/dry wall was repaired and replaced in 2012 and 2014 by FEMA following flooding. The flooring was replaced on the interior at the same time. Deferred maintenance is noted in the rear roof eave, showing signs of rot, based on inspection from the ground. The interior of the house is a mix of older and newer construction materials. Per the owners son, FEMA finished the flooring in the bath and one of the two bedrooms. The sheetrock has been replaced throughout the house, but some texturing and painting needs to be completed. There are missing light switch covers and outlet covers in both bedrooms. * Please see the attached photographs. A distinct mold/mildew type odor was noted in the house during the inspection. The house is currently vacant, so lack of occupancy is a potential explanation. The owners son claimed to stop by and visit the home almost daily, so we assume it is not shut up for extended periods of time.

Extraordinary Assumption:

We saw no visible evidence of mold during our inspection. We make no claims of the existence of mold in the house, or denials it could be present inside walls or places we did not physically inspect. We are not mold experts and are not qualified to determine if mold is present in the subject or not. We accept no liability.

FLOORPLAN SKETCH

Borrower: Alma Phillips	File No.: 18048Z5	
Property Address: 925 West Lee Street	Case No.: TLR	
City: Pensacola	State: FL	Zip: 32501
Lender: City of Pensacola		



Sketch by Apex Sketch v5 Standard™

Comments:

AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GLA1	First Floor	1141.00	1141.00
P/P	Entry Porch	114.00	114.00
Net LIVABLE Area		(rounded)	1141

LIVING AREA BREAKDOWN

Breakdown			Subtotals
First Floor			
13.6	x	50.2	682.72
11.4	x	40.2	458.28
2 Items		(rounded)	1141

DIMENSION LIST ADDENDUM

Borrower: Alma Phillips | File No.: 18048Z5
Property Address: 925 West Lee Street | Case No.: TLR
City: Pensacola | State: FL | Zip: 32501
Lender: City of Pensacola

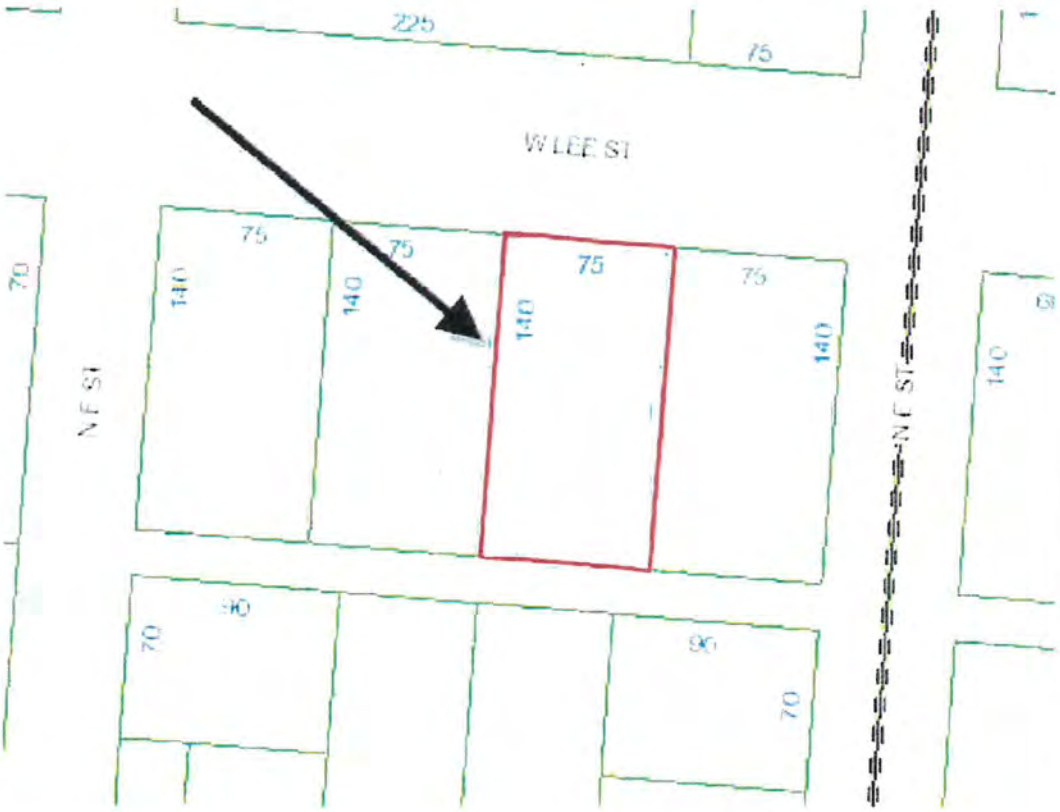
GROSS BUILDING AREA (GBA)	1,141
GROSS LIVING AREA (GLA)	1,141

Area(s)		Area	% of GLA	% of GBA
Living		1,141		100.00
Level 1		1,141	100.00	100.00
Level 2		0	0.00	0.00
Level 3		0	0.00	0.00
Other		114	9.99	9.99
	GBA			
Basement	☐	0		
Garage	☐	0		
	☐			

Area Measurements							Area Type					
Measurements			Factor		Total		Level 1	Level 2	Level 3	Other	Bsmt.	Garage
50.20	x	13.60	x	1.00	=	682.72	X					
40.20	x	11.40	x	1.00	=	458.28	X					

PLAT MAP

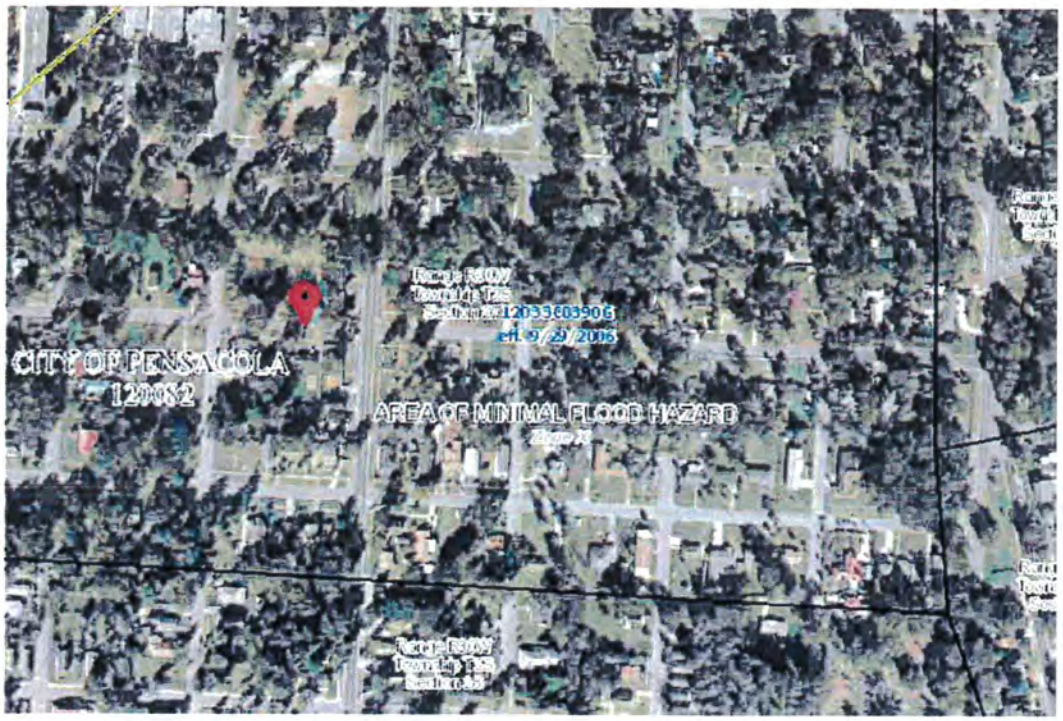
Borrower: Alma Phillips	File No.: 18048Z5	
Property Address: 925 West Lee Street	Case No.: TLR	
City: Pensacola	State: FL	Zip: 32501
Lender: City of Pensacola		



Pensacola, FL 32591

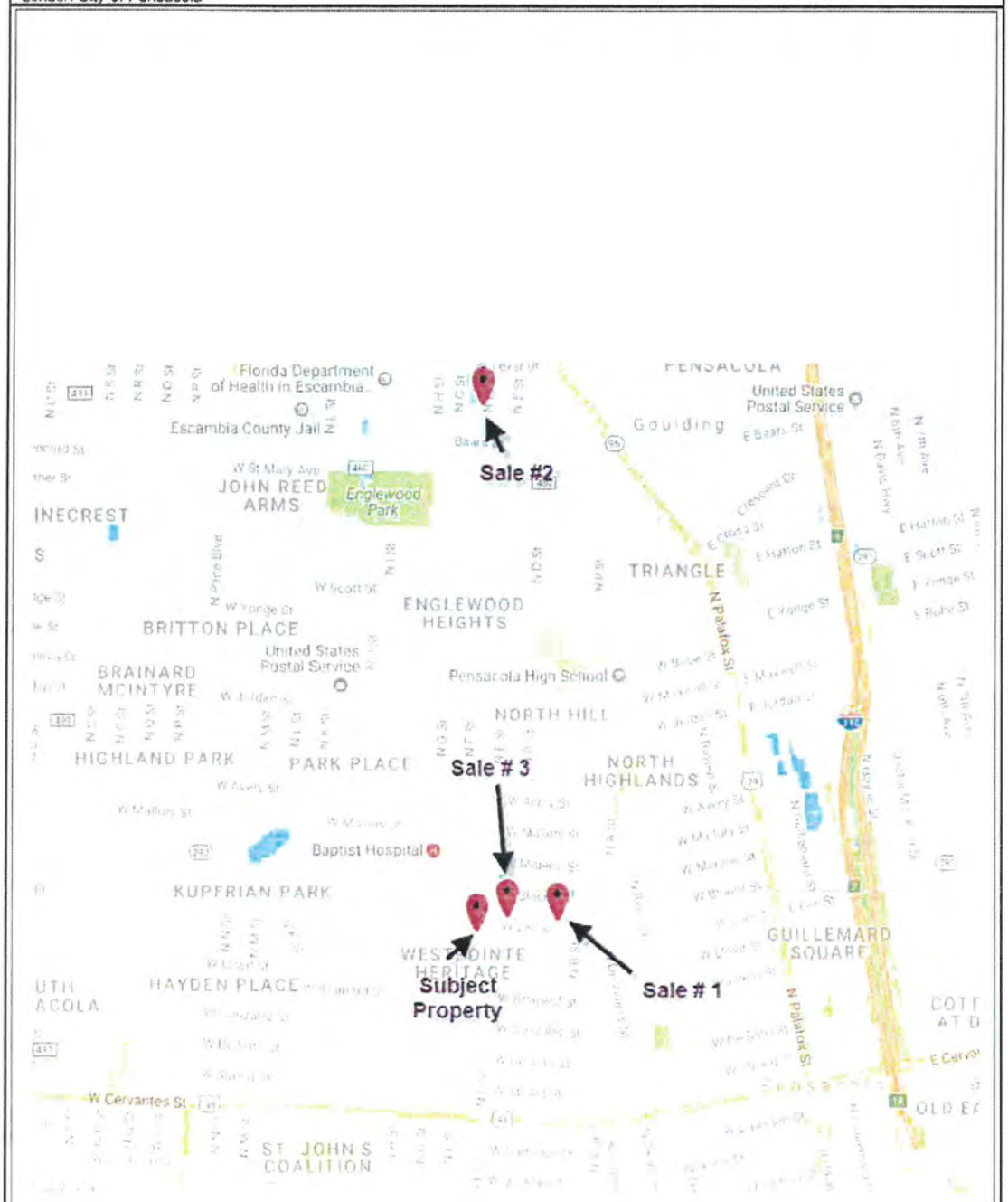
FLOOD MAP

Borrower: Alma Phillips	File No.: 18048Z5	
Property Address: 925 West Lee Street	Case No.: TLR	
City: Pensacola	State: FL	Zip: 32501
Lender: City of Pensacola		



LOCATION MAP

Borrower: Alma Phillips	File No.: 18048Z5
Property Address: 925 West Lee Street	Case No.: TLR
City: Pensacola State: FL	Zip: 32501
Lender: City of Pensacola	



Pensacola, FL 32591

SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: Alma Phillips		File No.: 18048Z5
Property Address: 925 West Lee Street		Case No.: TLR
City: Pensacola	State: FL	Zip: 32501
Lender: City of Pensacola		

FRONT VIEW OF SUBJECT PROPERTY

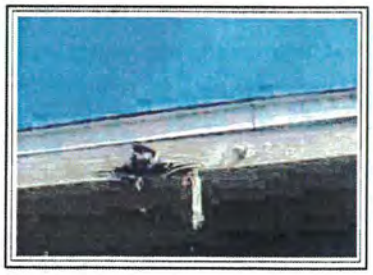
Appraised Date: February 28, 2018
Appraised Value: $ 58,000

REAR VIEW OF SUBJECT PROPERTY

STREET SCENE

Subject Photographs

Borrower: Alma Phillips		File No.: 18048Z5
Property Address: 925 West Lee Street		Case No.: TLR
City: Pensacola	State: FL	Zip: 32501
Lender: City of Pensacola		



Subject:Roof eave damage on rear

Subject: Through wall H/A unit in left front bedroom

Subject: Newer HVAC unit in rear

Subject: Interior- Family Room facing Kitchen

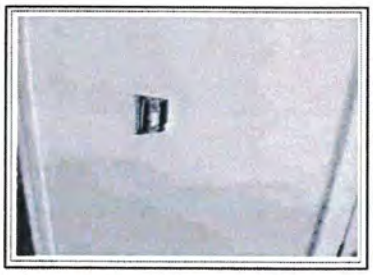
Subject: Interior- Ceiling issue in Family Room

Subject Interior-Kitchen

Subject Interior-Bath

Subject Interior- Left Side Bedroom

Subject: Interior- Right Side Bedroom



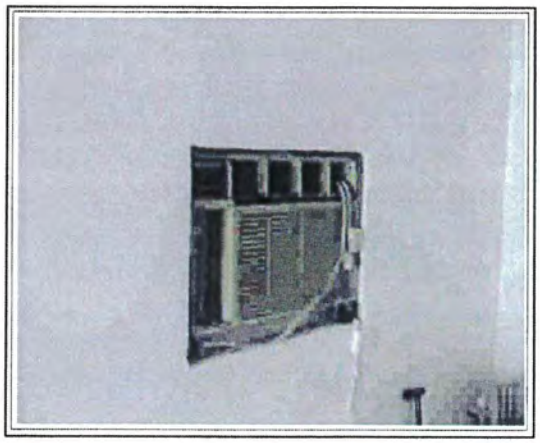
Subject: Bedroom- Missing Switch cover and unfinished painting

Subject: Scuttle Attic access between the bedrooms

Subject: Left Side Bedroom facing doorway and Bath

Subject Photographs

Borrower: Alma Phillips		File No.: 18048Z5
Property Address: 925 West Lee Street		Case No.: TLR
City: Pensacola	State: FL	Zip: 32501
Lender: City of Pensacola		



Subject: Left Side Bedroom- Through Wall H/A Unit

Subject: Leaving Right Side Bedroom- Missing Switch cover and unfnished painting

Subject:Right Side Bedroom- Missing outlet cover and unfinished painting

Subject: Bedroom-missing switch cover and unfinished painting

Subject: Bath-Damaged rear wall

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: Alma Phillips		File No.: 18048Z5
Property Address: 925 West Lee Street		Case No.: TLR
City: Pensacola	State: FL	Zip: 32501
Lender: City of Pensacola		

COMPARABLE SALE #1

620 West Lee Street
Pensacola, FL 32501
Sale Date: 11/17/2017
Sale Price: $ 122,500

COMPARABLE SALE #2

1000 West Hayes Street
Pensacola, FL 32501
Sale Date: 01/25/2018
Sale Price: $ 35,000

COMPARABLE SALE #3

812 West Lee Street
Pensacola, FL 32501
Sale Date: 06/30/2017
Sale Price: $ 78,000

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

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

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

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

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.

6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.

9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.

10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia, except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

TLR
File No. 18048Z5

APPRAISERS CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to , or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.

2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.

3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.

4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.

5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.

6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.

7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.

8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.

9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

We, Thornton L. Rogers and M. Eugene Presley, have performed no services as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 925 West Lee Street

APPRAISER:	SUPERVISORY APPRAISER (only if required)
Signature:	Signature:
Name: Thornton Rogers	Name: M. Eugene Presley
Date Signed: 03/07/2018	Date Signed: 03/07/2018
State Certification #: Trainee RI10333	State Certification #: Cert Gen RZ 103
or State License #:	or State License #:
State: FL	State: FL
Expiration Date of Certification or License: 11/30/2018	Expiration Date of Certification or License: 11/30/2018

☐ Did ☒ Did Not Inspect Property

Presley - McKenney & Associates, Inc.

TLR
File No. 18048Z5

USPAP ADDENDUM

Borrower: Alma Phillips
Property Address: 925 West Lee Street
City: Pensacola County: Escambia State: FL Zip Code: 32501
Lender: City of Pensacola

APPRAISAL AND REPORT IDENTIFICATION

This report was prepared under the following USPAP reporting option:

[X] Appraisal Report — A written report prepared under Standards Rule 2-2(a).

[ ] Restricted Appraisal Report — A written report prepared under Standards Rule 2-2(b).

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 120-180

Additional Certifications

[X] I have performed NO services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

[ ] I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

Our firm has made no prior valuations of this property. No other real estate services have been provided.

Additional Comments

Clarification of Intended Use and Intended User:

The Intended User of this appraisal report is the City of Pensacola. The Intended Use is to evaluate the property that is the subject of this appraisal for potential purchase by the City of Pensacola, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

APPRAISER:

Signature:
Name: Thornton Rogers
Date Signed: 03/07/2018
State Certification #: Trainee RI10333
or State License #:
or Other (describe): State #:
State: FL
Expiration Date of Certification or License: 11/30/2018
Effective Date of Appraisal: February 28, 2018

SUPERVISORY APPRAISER (only if required):

Signature:
Name: M. Eugene Presley
Date Signed: 03/07/2018
State Certification #: Cert Gen RZ 103
or State License #:
State: FL
Expiration Date of Certification or License: 11/30/2018
Supervisory Appraiser inspection of Subject Property:
[X] Did Not [ ] Exterior only from street [ ] Interior and Exterior

Presley - McKenney & Associates, Inc.

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 18044Z5 TLR

Valuation Section

COST APPROACH

ESTIMATED SITE VALUE	= $	16,000
ESTIMATED REPRODUCTION COST-NEW OF IMPROVEMENTS:		
Dwelling 1,440 Sq. Ft. @ $ 89.05	= $	128,232
Sq. Ft. @ $	=	0
K. App.,Porch,Fence,Sec. System	=	10,200
Garage/Carport 310 Sq. Ft. @ $ 25.00	=	7,750
Total Estimated Cost New	= $	146,182
Less 50 Physical Functional External Depreciation $51,164	Est. Remaining Econ. Life: 25 = $	51,164
Depreciated Value of Improvements	= $	95,018
"As-is" Value of Site Improvements Driveway/Landscaping	= $	3,000
INDICATED VALUE BY COST APPROACH	= $	114,018

Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): Replacement cost data was derived from the Marshall Swift Handbook and knowledge of the local building costs. Depreciation was estimated using the age/life method. Total life of the subject property is estimated as 70 years. Physical depreciation is estimated at 25 years 25/70 equals 35% estimated deprection.

SALES COMPARISON ANALYSIS

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	927 West Lee Street Pensacola	620 West Lee Street Pensacola, FL 32501		1102 West Jordan Street Pensacola, FL 32501		1910 North Barcelona Street Pensacola, FL 32501	
Proximity to Subject		0.2 miles NE		0.7 miles NW		0.7 miles NE	
Sales Price	$ N/A		$ 122,500		$ 121,000		$ 124,000
Price/Gross Liv. Area	$ 0.00 ☑	$ 77.73 ☑		$ 81.54 ☑		$ 93.58 ☑	
Data and/or Verification Sources		MLS-Closed Sale # 523883 Public Records		MLS-Closed Sale # 510449 Public Records		MLS-Closed Sale # 515056 Public Records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+ (-) $ Adjustment	DESCRIPTION	+ (-) $ Adjustment	DESCRIPTION	+ (-) $ Adjustment
Sales or Financing Concessions	N/A	Cash Typical Terms		FHA Typical Terms		Conventional Seller paid CC	-2,480
Date of Sale/Time	N/A	11/17/2017		06/01/2017		04/28/2017	
Location	Central City	Central City	-6,125	Central City	Equal	Central City	-12,400
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	10500 Sq.Ft.	10,500 SF		18,270 SF	-8,000	12,500 SF	-8,000
View	Average/Interior	Avg./Interior		Avg./Interior		Avg./Interior	
Design and Appeal	Ranch/Average	Ranch/Avg.		Ranch/Avg.		Ranch/Avg.	
Quality of Construction	Brick/Avg.	Brick/Avg.		Wood/Avg.		Brick/Avg.	
Age	A 50 E 25	A 62 E 30	+5,375	A 62 E 25		A 62 E 25	
Condition	Average	Average		Average-Superior	-4,850	Average	
Above Grade Room Count (Total / Bdrms / Baths)	6 / 4 / 2.00	7 / 3 / 2.00		6 / 4 / 2.00		6 / 3 / 2.00	
Gross Living Area	1,440 Sq.Ft.	1,576 Sq.Ft.	-6,400	1,484 Sq.Ft.		1,325 Sq.Ft.	+5,400
Basement & Finished Rooms Below Grade	N/A N/A	N/A N/A		N/A N/A		N/A N/A	
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	CH&A	CH&A		CH&A		CH&A	
Energy Efficient Items	Satisfactory	Satisfactory		Satisfactory		Satisfactory	
Garage/Carport	1 Att. Garage	1 Carport	+3,000	2 Carport	+1,500	2 Carport	+1,500
Porch, Patio, Deck, Fireplace(s), etc.	Porch None	Porch 1 FP	-3,000	Porch, Scrn. Pch. None	-2,000	Pch, Small Patio None	-500
Fence, Pool, etc.	Fence, Sec. Sys,	Fence, Storage		Fence, Storage	Equal	Fence, Storage	
Net Adj. (total)		☐ + ☒ -	$ 7,150	☐ + ☒ -	$ 13,350	☐ + ☒ -	$ 16,480
Adjusted Sales Price of Comparable		Gross: 19.5% Net: -5.8%	$ 115,350	Gross: 13.5% Net: -11.0%	$ 107,650	Gross: 24.4% Net: -13.3%	$ 107,520

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): All three sales are located in the subject market area, north and east of the subject location. Sale 1 and 3 received 5% downward adjustment (taken from the sales price) for being superior locations, east of " E" Street. Sale 3 received a downward adjustment since the seller paid some closing costs per the MLS data. Sale 1 received a downward adjustment for having a gross living area more than 100 square feet larger than the subject. Sale 3 received an upward adjustment for having a gross living area 100 square feet smaller than the subject. Equal weight is given all three sales.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data Source for prior sales within year of appraisal	None noted past three years.	Sold under Cert. of Title 8/24/17 $80,100 OR 7772 PG 1020	None noted past three years.	None noted past three years.

Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal: Per county tax records, there have been no sales of the subject or comparables 2 and 3 in the past three years.

INDICATED VALUE BY SALES COMPARISON APPROACH $ 110,000

INDICATED VALUE BY INCOME APPROACH (If Applicable) Estimated Market Rent $ N/A /Mo. x Gross Rent Multiplier N/A = $ 0

RECONCILIATION

This appraisal is made ☒ "as is" ☐ subject to the repairs, alterations, inspections or conditions listed below ☐ subject to completion per plans and specifications.

Conditions of Appraisal: The appraisal is made of the subject "as-is." This assumes a reasonable marketing period of 3-6 months.

Final Reconciliation: Equal weight is given the three sales. All three sales have some updates and renovating, similar to the subject. Sale 1 has a more dated interior overall, based on available MLS photos. Sale 1 received a 5% downward adjustment for superior location for being located east of " E" Street. Sale 3 received a 10% downward adjustment for superior location for being located east of " A" Street.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/Fannie Mae Form 1004B (Revised 6/93).

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF 02/28/2018 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE $ 110,000

APPRAISER:	SUPERVISORY APPRAISER (ONLY IF REQUIRED):
Signature	Signature ☐ Did ☒ Did Not Inspect Property
Name Thornton Rogers	Name M. Eugene Presley
Date Report Signed 03/05/2018	Date Report Signed 03/05/2018
State Certification # Trainee RI10333 State FL	State Certification # Cert Gen RZ 103 State FL
Or State License # State	Or State License # State

Freddie Mac Form 70 6-93

Fannie Mae Form 1004 6-93

ADDENDUM

Borrower: Lizzie M. Smith		File No.: 18044Z5
Property Address: 927 West Lee Street		Case No.: TLR
City: Pensacola	State: FL	Zip: 32501
Lender: City of Pensacola		

Legal Description

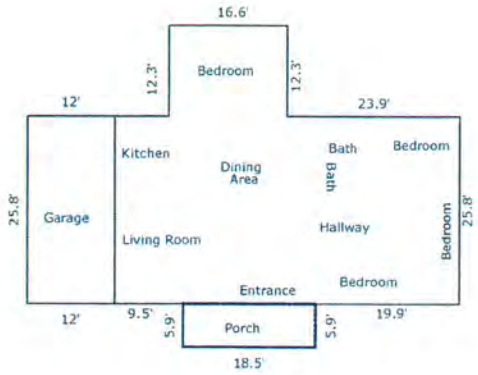
LTS 11 12 AND W1/2 OF LT 13 BLK 53 NORTH HILL HIGHLANDS PLAT DB 62 P 244 OR 415 P 736 CA 107

Condition of Improvements

The subject is 1967-1968 brick construction on slab. Overall the subject is in average condition. An inspection of the exterior and the interior was made on February 28, 2018. The sheetrock/dry wall was repaired and replaced in 2012 and 2014 by FEMA, per the owners daughter, following flooding. The flooring was replaced on the interior at the same time. The kitchen was updated at the same time. Deferred maintenance is noted in a front porch pillar showing signs of rot, some damaged window screens, and some possible roof damage along a rear eave, based on inspection from the ground.

FLOORPLAN SKETCH

Borrower: Lizzie M. Smith	File No.: 18044Z5	
Property Address: 927 West Lee Street	Case No.: TLR	
City: Pensacola	State: FL	Zip: 32501
Lender: City of Pensacola		



Sketch by Apex Sketch v5 Standard™

Comments:

AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GLA1	First Floor	1440.00	1440.00
GAR	Att. 1 Car Garage	309.60	309.60
P/P	Covered Porch	109.15	109.15
Net LIVABLE Area		(rounded)	1440

LIVING AREA BREAKDOWN

Breakdown			Subtotals
First Floor			
16.6	x	12.3	204.18
25.8	x	47.9	1235.82
2 Items		(rounded)	1440

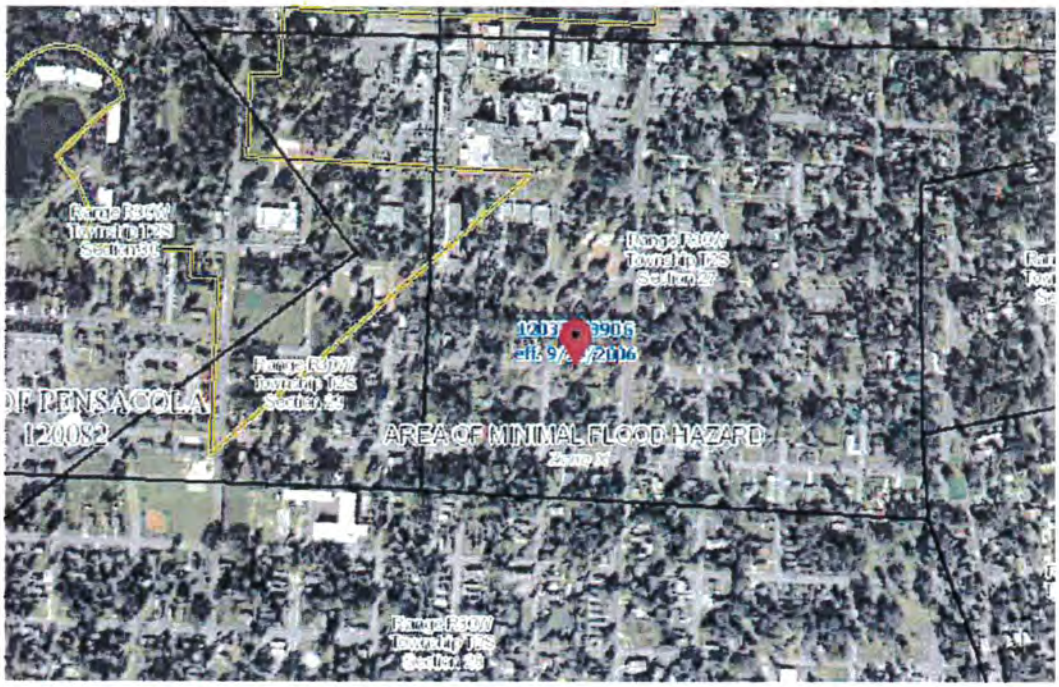
PLAT MAP

Borrower: Lizzie M. Smith		File No.: 18044Z5
Property Address: 927 West Lee Street		Case No.: TLR
City: Pensacola	State: FL	Zip: 32501
Lender: City of Pensacola		

N F ST
140
75
70
140
75
140
75
140
75

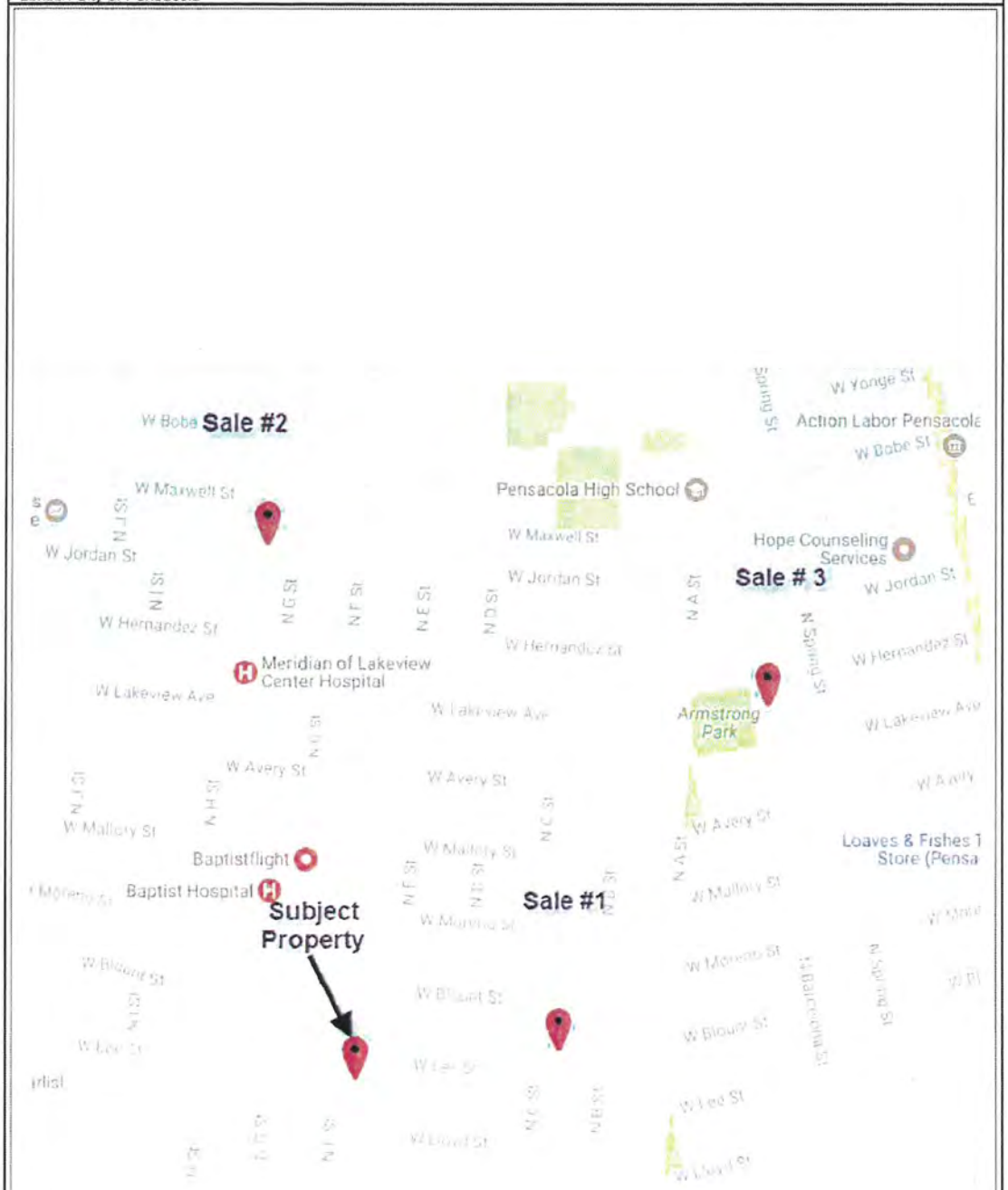
FLOOD MAP

Borrower: Lizzie M. Smith	File No.: 18044Z5	
Property Address: 927 West Lee Street	Case No.: TLR	
City: Pensacola	State: FL	Zip: 32501
Lender: City of Pensacola		



LOCATION MAP

Borrower: Lizzie M. Smith		File No.: 18044Z5
Property Address: 927 West Lee Street		Case No.: TLR
City: Pensacola	State: FL	Zip: 32501
Lender: City of Pensacola		



SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: Lizzie M. Smith		File No.: 18044Z5
Property Address: 927 West Lee Street		Case No.: TLR
City: Pensacola	State: FL	Zip: 32501
Lender: City of Pensacola		

FRONT VIEW OF SUBJECT PROPERTY

Appraised Date: February 28, 2018
Appraised Value: $ 110,000

REAR VIEW OF SUBJECT PROPERTY

STREET SCENE

Subject Photographs

Borrower: Lizzie M. Smith		File No.: 18044Z5
Property Address: 927 West Lee Street		Case No.: TLR
City: Pensacola	State: FL	Zip: 32501
Lender: City of Pensacola		

Subject: Front Porch pillar-Signs of rot

Subject: Front Porch pillar-Signs of rot

Subject: Damaged window screen

Subject: Damaged window screen

Subject: Possible roof damage

Subject Interior-Kitchen

Subject Interior-Living Room

Subject Interior- Dining Area (Kitchen at left, 4th bedroom at right behind D/A

Subject: Hallway to bedrooms and baths

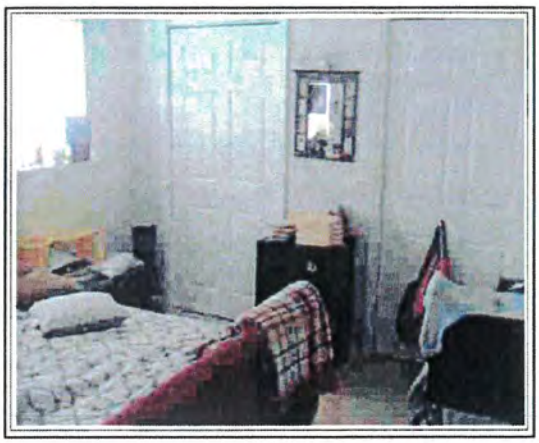
Subject: Bedroom

Subject: Bedroom

Subject: Bath

Subject Photographs

Borrower: Lizzie M. Smith	File No.: 18044Z5	
Property Address: 927 West Lee Street	Case No.: TLR	
City: Pensacola	State: FL	Zip: 32501
Lender: City of Pensacola		



Subject: Bedroom

Subject: Bath

Subject: Garage interior

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: Lizzie M. Smith	File No.: 18044Z5	
Property Address: 927 West Lee Street	Case No.: TLR	
City: Pensacola	State: FL	Zip: 32501
Lender: City of Pensacola		

COMPARABLE SALE #1

620 West Lee Street
Pensacola, FL 32501
Sale Date: 11/17/2017
Sale Price: $ 122,500

COMPARABLE SALE #2

1102 West Jordan Street
Pensacola, FL 32501
Sale Date: 06/01/2017
Sale Price: $ 121,000

COMPARABLE SALE #3

1910 North Barcelona Street
Pensacola, FL 32501
Sale Date: 04/28/2017
Sale Price: $ 124,000

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

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

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

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

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.

6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.

9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.

10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

A. U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT

Beggs & Lane, RLLP
501 Commendencia Street
Pensacola, Florida 32502
850-432-2451 fax: 850-469-3331

B. TYPE OF LOAN

1. [ ] FHA 2. [ ] FMHA 3. [ ] CONV. UNINS.
4. [ ] VA 5. [ ] CONV. INS.

6. File Number: 2532-74384
7. Loan Number:
8. Mortgage Ins. Case No.:

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked (poc) were paid outside the closing. They are shown here for informational purposes and are not included in the totals.

D. Buyer:	City of Pensacola, a Florida municipal corporation 222 W. Main Street Pensacola, Florida 32502
E. Seller:	Lizzie M. Smith, an unremarried widow 927 W. Lee Street Pensacola, Florida 32501
F. Lender:	
G. Property:	927 W. Lee Street Pensacola, Escambia County, Florida 32501 Escambia County, Florida
H. Settlement Agent:	Beggs & Lane, RLLP
Place of Settlement:	501 Commendencia Street, Pensacola, Florida 32502 Escambia County
I. Settlement Date:	September 21, 2018

J. Summary of Buyer's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Buyer:		**400. Gross Amount Due To Seller:**	
101. Contract Sales Price	110,855.00	401. Contract Sales Price	110,855.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Buyer (line 1400)	726.50	403.	
Adjustments for Items Paid by Seller in Advance:		**Adjustments for Items Paid by Seller in Advance:**	
106. City / Town Taxes		406. City / Town Taxes	
107. County / Parish Taxes		407. County / Parish Taxes	
108. Assessments		408. Assessments	
120. Gross Amount Due from Buyer:	**111,581.50**	**420. Gross Amount Due to Seller:**	**110,855.00**
200. Amounts Paid by or in Behalf of Buyer:		**500. Reductions in Amount Due to Seller:**	
201. Deposit / Earnest Money		501. Excess Deposit (see instructions)	
202. Principal Amount of New Loan		502. Settlement Charges to Seller (Line 1400)	851.30
203. Existing Loan(s)		503. Existing Loan(s)	
204.		504. Payoff of First Mortgage to Rushmore Loan Mgmt Services	35,911.79
205.		505. Payoff of Second Mortgage	
206.		506. Purchase Money Mortgage	
Adjustments for Items Unpaid by Seller:		**Adjustments for Items Unpaid by Seller:**	
210. City / Town Taxes		510. City / Town Taxes	
211. County / Parish Taxes		511. County / Parish Taxes	
212. Assessments		512. Assessments	
220. Total Paid by / for Buyer:	**0.00**	**520. Total Reductions in Amount Due Seller:**	**36,763.09**
300. Cash at Settlement from / to Buyer:		**600. Cash at Settlement to / from Seller:**	
301. Gross Amount due from Buyer (line 120)	111,581.50	601. Gross Amount due to Seller (line 420)	110,855.00
302. Less Amount Paid by/for Buyer (line 220)	0.00	602. Less Reductions Amount due Seller (line 520)	36,763.09
303. Cash From Buyer:	**$111,581.50**	**603. Cash To Seller:**	**$74,091.91**

Buyer Initials: _____ Keith Wilkins

Seller Initials: _____ Lizzie M. Smith

L. Settlement Charges	Paid from Buyer's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales / Broker's Commission: Based on Price $110,855.00 Division of Commission as follows		
701.		
702.		
703. Commission Paid at Settlement		
800. Items Payable in Connection with Loan:		
801. Loan Origination Fee		
802. Loan Discount		
803. Appraisal Fee		
804. Credit Report		
805. Lender's Inspection Fee		
806. Mortgage Insurance Application Fee		
807. Assumption Fee		
900. Items Required by Lender to be Paid in Advance:		
901. Daily interest - NONE		
902. Mortgage Insurance Premium		
903. Hazard Insurance Premium		
904. Flood Insurance Premium		
1000. Reserves Deposited with Lender:		
1001. Hazard Insurance		
1002. Mortgage Insurance		
1003. City Property Taxes		
1004. County Property Taxes		
1005. Annual Assessments		
1100. Title Charges:		
1101. Settlement or Closing Fee		
1102. Abstract or Title Search to Chicago Title Insurance Company	50.00	
1103. Title Examination		
1104. Title Insurance Binder		
1105. Document Preparation		
1106. Notary Fees		
1107. Attorney Fees (includes above item numbers:		
1108. Title Insurance to Beggs & Lane & CTIC (includes above item numbers:	629.50	
1109. Lender's Coverage 0.00		
1110. Owner's Coverage 110,855.00		
1111.		
1200. Government Recording and Transfer Charges:		
1201. Recording Fees: Deed 18.50 Mortgage 0.00 Releases 10.00	28.50	
1202. City/County Tax/Stamps: Deed 0.00 Mortgage 0.00		
1203. State Tax/Stamps: Deed 776.30 Mortgage 0.00		776.30
1204. Intangible Tax to Escambia Clerk of the Circuit Court		
1205.		
1206. Record Power of Attorney - Lizzie M. Smith to Escambia Clerk of the Circuit Court	18.50	
1300. Additional Settlement Charges:		
1301. Survey		
1302. Pest Inspection		
1303. E-recording fee		
1304. Tax Escrow (Stormwater Assessment) to Beggs & Lane F/B/O Escambia County Tax Collector		75.00
1400. Total Settlement Charges (Enter on line 103, Section J and line 502, Section K)	**$726.50**	**$851.30**

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

City of Pensacola, a Florida municipal corporation

Buyer: _____
Keith Wilkins, City Administrator

Seller: _____
Lizzie M. Smith, by Nina N. Smith, as her Attorney-in-Fact

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with the instructions of the parties hereto.

Settlement Agent: _____
John P. Daniel, Esq.

Date: September 21, 2018

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

Presley - McKenney & Associates, Inc.

UNIFORM RESIDENTIAL APPRAISAL REPORT

TLR

File No. 18051Z5

Property Description

SUBJECT

Property Address 975 West Lee Street | City Pensacola | State FL | Zip Code 32501

Legal Description See Attached Addendum. | County Escambia

Assessor's Parcel No. 000S009050090053 | Tax Year 2017 | R.E. Taxes $ 1,465.92 | Special Assessments $ N/A

Borrower Eric P. Sloan | Current Owner Sloan | Occupant: [X] Owner [ ] Tenant [ ] Vacant

Property rights appraised [X] Fee Simple [ ] Leasehold | Project Type [ ] PUD [ ] Condominium (HUD/VA only) | HOA$ N/A /Mo.

Neighborhood or Project Name Central City | Map Reference Zone 5 | Census Tract 5.00

Sale Price $ N/A | Date of Sale N/A | Description and $ amount of loan charges/concessions to be paid by seller N/A

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

Appraiser Thornton Rogers | Address P.O. Box 329, Pensacola, FL 32591

NEIGHBORHOOD

Location	[X] Urban	[ ] Suburban	[ ] Rural	Predominant occupancy	Single family housing PRICE $ (000) / AGE (yrs)	Present land use %	Land use change
Built up	[X] Over 75%	[ ] 25-75%	[ ] Under 25%	[X] Owner 60%	20 Low 40	One family 90%	[X] Not likely [ ] Likely
Growth rate	[ ] Rapid	[X] Stable	[ ] Slow	[ ] Tenant 35%	180 High 80	2-4 family 3%	[ ] In process
Property values	[X] Increasing	[ ] Stable	[ ] Declining	[X] Vacant (0-5%)	Predominant	Multifamily 2%	To:
Demand/supply	[ ] Shortage	[X] In balance	[ ] Over supply	[ ] Vacant (over 5%)	100 50	Commercial 4%	
Marketing time	[ ] Under 3 mos.	[X] 3-6 mos.	[ ] Over 6 mos.			Vacant 1%	

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood boundaries and characteristics: Leonard Street to the north, Cervantes Street to the south, North "A" Street to the east, Pace Blvd. to the west

Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.):
The subject property is located in Central Pensacola, between North " A" Street and Pace Blvd., north of West Cervantes. Single family residences in the immediate neighborhood are mixed in age and quality. Most of the houses in a radius of several blocks around the subject were constructed from the 1940's -1960's. The general neighborhood is located near several major roadways, allowing easy access to all portions of Pensacola. All types of public services are located nearby. Market appeal is average.

Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):
Please note that sales prices for single-family residential housing in Escambia and Santa Rosa counties generally increased across the board in 2017, into 2018. The amount and rate of increase varied from area to area. In 2012 the residential market stabilized. The subject market area is considered to be generally increasing, with a reasonable marketing period of 120-180 days.

PUD

Project Information for PUDs (If applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)? [ ] YES [X] NO

Approximate total number of units in the subject project N/A | Approximate total number of units for sale in the subject project N/A

Describe common elements and recreational facilities:

SITE

Dimensions 75 X 140 (Per county tax plat)

Site area 10500 Sq.Ft. | Corner Lot [X] Yes [ ] No

Specific zoning classification and description R-1AAA, Residential

Zoning compliance [X] Legal [ ] Legal nonconforming (Grandfathered use) [ ] Illegal [ ] No zoning

Highest & best use as improved: [X] Present use [ ] Other use (explain)

Utilities	Public	Other	Off-site Improvements	Type	Public	Private
Electricity	[X]		Street	Asphalt	[X]	[ ]
Gas	[X]		Curb/gutter	Concrete	[X]	[ ]
Water	[X]		Sidewalk	Concrete	[X]	[ ]
Sanitary sewer	[X]		Street lights	Yes	[X]	[ ]
Storm sewer	[X]		Alley	None	[ ]	[ ]

Topography	Basically Level
Size	Typical for area
Shape	Rectangular
Drainage	Appears adequate
View	Average
Landscaping	Typical
Driveway Surface	Concrete
Apparent easements	None apparent
FEMA Special Flood Hazard Area	[ ] Yes [X] No
FEMA Zone X	Map Date 09/29/2006
FEMA Map No. 12033C0370G	

Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning, use, etc.): We are told there has been past flooding, however, the property is not located in a FEMA designated flood zone.

DESCRIPTION OF IMPROVEMENTS

GENERAL DESCRIPTION		EXTERIOR DESCRIPTION		FOUNDATION		BASEMENT		INSULATION	
No. of Units	One	Foundation	Off-grade	Slab	No	Area Sq.Ft.	0	Roof	[ ]
No. of Stories	One	Exterior Walls	Brick	Crawl Space	Yes	% Finished		Ceiling	[ ]
Type (Det./Att.)	Detached	Roof Surface	Cmp.Shingles	Basement	None	Ceiling		Walls	[ ]
Design (Style)	Cottage	Gutters & Dwnspts.	None	Sump Pump	None	Walls		Floor	[ ]
Existing/Proposed	Existing	Window Type	Aluminum	Dampness	None noted	Floor		None	[ ]
Age (Yrs.)	64	Storm/Screens	Screens	Settlement	None noted	Outside Entry		Unknown	[X]
Effective Age (Yrs.)	20	Manufactured House	No	Infestation	None noted				

ROOMS	Foyer	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	# Baths	Laundry	Other	Area Sq.Ft.
Basement												0
Level 1		1	Area	1				3	2.00			1,543
Level 2												0
												0

Finished area above grade contains: 5 Rooms; 3 Bedroom(s); 2 Bath(s); 1,543 Square Feet of Gross Living Area

INTERIOR	Materials/Condition	HEATING		KITCHEN EQUIP.		ATTIC		AMENITIES		CAR STORAGE:	
Floors	Wood,CT/Avg	Type	FWA	Refrigerator	[P]	None	[ ]	Fireplace(s) #1	[X]	None	[ ]
Walls	DW & Plas./Avg	Fuel	Gas	Range/Oven	[X]	Stairs	[ ]	Patio	[ ]	Garage 1	# of cars
Trim/Finish	Wood/Avg.	Condition	Avg.	Disposal	[ ]	Drop Stair	[ ]	Deck	[ ]	Attached	X
Bath Floor	CrmTile/Avg	COOLING		Dishwasher	[X]	Scuttle	[X]	Porch 2 Covered	[X]	Detached	
Bath Wainscot	Fiberglass/Avg.	Central	Yes	Fan/Hood	[X]	Floor	[ ]	Fence C/L	[X]	Built-In	
Doors	6 panel/Avg	Other	None	Microwave	[X]	Heated	[ ]	Pool	[ ]	Carport	
		Condition	Avg.	Washer/Dryer	[P]	Finished	[ ]		[ ]	Driveway	2 Veh.

COMMENTS

Additional features (special energy efficient items, etc.): Wood cabinets, ceiling fans, hurricane protection built ins

Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction remodeling/additions, etc.: See Attached Addendum.

Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: No adverse environmental conditions were noted.

Presley - McKenney & Associates, Inc.

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 18051Z5 TLR

Valuation Section

COST APPROACH

ESTIMATED SITE VALUE	= $	20,000
ESTIMATED REPRODUCTION COST-NEW OF IMPROVEMENTS:		
Dwelling 1,543 Sq. Ft. @ $ 87.36	= $	134,796
Bsmt. 0 Sq. Ft. @ $	=	0
F/P,Porches,Fence, K App.	=	14,000
Garage/Carport 326 Sq. Ft. @ $ 25.00	=	8,150
Total Estimated Cost New	= $	156,946
Less Physical / Functional / External — Est. Remaining Econ. Life: -20		
Depreciation $31,389	= $	31,389
Depreciated Value of Improvements	= $	125,557
"As-is" Value of Site Improvements Driveway/Landscaping	= $	3,000
INDICATED VALUE BY COST APPROACH	= $	148,557

Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): Replacement cost data was derived from the Marshall Swift Handbook and knowledge of the local building costs. Depreciation was estimated at 1% per year of effective age. Total life of the subject property is estimated as 70 years. Physical depreciation is estimated at 20 years or 20% estimated depreciation

SALES COMPARISON ANALYSIS

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	975 West Lee Street Pensacola	620 West Lee Street Pensacola, FL 32501		1102 West Jordan Street Pensacola, FL 32501		1910 Barcelona Street Pensacola, FL 32501	
Proximity to Subject		0.2 miles NE		0.7 miles NW		0.7 miles NE	
Sales Price	$ N/A		$ 122,500		$ 121,000		$ 124,000
Price/Gross Liv. Area	$ 0.00 ⌀	$ 77.73 ⌀		$ 81.54 ⌀		$ 93.58 ⌀	
Data and/or Verification Sources		MLS-Closed Sale # 523883 Public Records		MLS-Closed Sale # 510449 Public Records		MLS-Closed Sale # 515056 Public Records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+ (-) $ Adjustment	DESCRIPTION	+ (-) $ Adjustment	DESCRIPTION	+ (-) $ Adjustment
Sales or Financing Concessions	N/A	Cash Typical Terms		FHA Typical Terms		Conventional Seller paid CC	-2,480
Date of Sale/Time	N/A	11/17/2017		06/01/2017		04/28/2017	
Location	Central City	Central City	-6,125	Central City	Equal	Central City	-12,400
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	10500 Sq.Ft.	10,500 SF		18,270 SF	-4,000	12,500 SF	-4,000
View	Average/Corner	Avg./Interior	+4,000	Avg./Interior	+4,000	Avg./Interior	+4,000
Design and Appeal	Cottage	Ranch/Avg.		Ranch/Avg.		Ranch/Avg.	
Quality of Construction	Brick/Avg.	Brick/Avg.		Wood/Avg.		Brick/Avg.	
Age	A 64 E 20	A 62 E 30	+10,650	A 62 E 25	+5,250	A 62 E 25	+6,200
Condition	Average	Average/Inf	+5,375	Average/Inf	+5,250	Average/Inf	+6,200
Above Grade Room Count (Total / Bdrms / Baths)	5 / 3 / 2.00	7 / 3 / 2.00		6 / 4 / 2.00		6 / 3 / 2.00	
Gross Living Area	1,543 Sq.Ft.	1,576 Sq.Ft.		1,484 Sq.Ft.		1,325 Sq.Ft.	+10,700
Basement & Finished Rooms Below Grade	N/A N/A	N/A N/A		N/A N/A		N/A N/A	
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	CH&A	CH&A		CH&A		CH&A	
Energy Efficient Items	Satisfactory	Satisfactory		Satisfactory		Satisfactory	
Garage/Carport	1 Att. Garage	1 Carport	+3,000	2 Carport	+1,500	2 Carport	+1,500
Porch, Patio, Deck, Fireplace(s), etc.	Porches 1 Fireplace	Porch 1 FP	+2,500	Porch, Scrn. Pch. None	-1,000 +3,000	Pch, Small Patio None	+500 +3,000
Fence, Pool, etc.	Fence,Stg.	Fence, Storage		Fence, Storage	Equal	Fence, Storage	
Net Adj. (total)		[X] + [ ] -	$ 19,400	[X] + [ ] -	$ 14,000	[X] + [ ] -	$ 13,220
Adjusted Sales Price of Comparable		Gross: 25.8% Net: 15.8%	$ 141,900	Gross: 19.8% Net: 11.6%	$ 135,000	Gross: 41.1% Net: 10.7%	$ 137,220

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): All three sales are located in the subject market area, north and east of the subject location. Sale 1 received 5% downward adjustment (taken from the sales price) for being superior location, east of " E" Street. Sale 3 received a 10% adjustment for the same, being on Barcelona to the east. Sale 3 received a downward adjustment since the seller paid some closing costs per the MLS data. Sale 1 received a downward adjustment for having a gross living area more than 100 square feet larger than the subject. Sale 3 received an upward adjustment for having a gross living area 100 square feet smaller than the subject. About equal weight is given all three sales.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data Source for prior sales within year of appraisal	None noted past three years.	Sold under Cert. of Title 8/24/17 $80,100 OR 7772 PG 1020	None noted past three years.	None noted past three years.

Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal: Per county tax records, there have been no sales of the subject or comparables 2 and 3 in the past three years.

RECONCILIATION

INDICATED VALUE BY SALES COMPARISON APPROACH $ 140,000

INDICATED VALUE BY INCOME APPROACH (If Applicable) Estimated Market Rent $ N/A /Mo. x Gross Rent Multiplier N/A = $ 0

This appraisal is made [X] "as is" [ ] subject to the repairs, alterations, inspections or conditions listed below [ ] subject to completion per plans and specifications.

Conditions of Appraisal: The appraisal is made of the subject "as-is." This assumes a reasonable marketing period of 3-6 months.

Final Reconciliation: See Attached Addendum.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/Fannie Mae Form 1004B (Revised 6/93).

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF 02/28/2018 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE $ 140,000.

APPRAISER:	SUPERVISORY APPRAISER (ONLY IF REQUIRED):
Signature	Signature [ ] Did [X] Did Not Inspect Property
Name Thornton Rogers	Name M. Eugene Presley
Date Report Signed 03/08/2018	Date Report Signed 03/08/2018
State Certification # Trainee RI10333 State FL	State Certification # Cert Gen RZ 103 State FL
Or State License # State	Or State License # State

ADDENDUM

Borrower: Eric P. Sloan		File No.: 18051Z5
Property Address: 975 West Lee Street		Case No.: TLR
City: Pensacola	State: FL	Zip: 32501
Lender: City of Pensacola		

Legal Description

LTS 9 10 BLK 53 NORTH HILL HIGHLANDS PLAT DB 62 PAGE 244 OR 6119 P 19 CA 107

Condition of Improvements

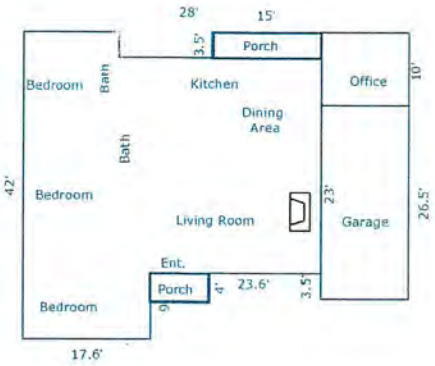
The subject is 1954 off grade brick construction. Overall the subject is in average condition. An inspection of the exterior and the interior was made on March 7, 2018. The subject baths and kitchen have been updated in the past 10 years +/-, per inspection, but the tenants were not aware of the date. Attempts to reach the owner were unsucccessful. The interior wooden flooring appears worn due to age, but appears functional.

Final Reconciliation

About equal weight is given the three sales. All three sales have some updates and renovating, similar to the subject. Sale 1 has a more dated interior overall, based on available MLS photos. Sale 1 received a 5% downward adjustment for superior location for being located east of " E" Street. Sale 3 received a 10% downward adjustment for superior location for being located east of " A" Street. We note that the subject property sold in April 2006 for $75,000 and then was purchased by the owner in April 2007 for $141,000. We assume the subject was updated-renovated between the April 2006 and April 2007 sale. However, we could not confirm this either through MLS information and photos or from the subject's owner. Our assumption is based on knowledge of the stable to decreasing residential housing market in Pensacola at that time. We note that our opinion of value is $1,000 less than the amount paid for the subject in 2007. However, the Cost Approach and area market sales support the final opinion of value well. Please note that a closed sale of 205 West Hernandez Street was considered for use in the appraisal as a comparable sale, but it was not used. 205 West Hernandez Street (MLS # 517723) sold on June 2, 2017 for $137,100. It has 1,609 SF of gross living area per MLS, and was constructed in 1956. It has 3 bedrooms and 2 baths. It's location would have required a location adjustment of 5% or 10%. In addition, the kitchen and baths were updated prior to sale. However, it is noted that the sale still has floor furnace heat and some other interior amenities more dated than and inferior to the subject. Therefore, the sale was not included.

FLOORPLAN SKETCH

Borrower: Eric P. Sloan	File No.: 18051Z5	
Property Address: 975 West Lee Street	Case No.: TLR	
City: Pensacola	State: FL	Zip: 32501
Lender: City of Pensacola		



Sketch by Apex Sketch v5 Standard™

Comments:

AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GLA1	First Floor	123.00	
	First Floor	1420.00	1543.00
GAR	1 Car Garage	325.95	325.95
P/P	Entry Porch	32.80	
	Rear Porch	52.50	85.30
Net LIVABLE Area		(rounded)	1543

LIVING AREA BREAKDOWN

Breakdown			Subtotals
First Floor			
12.3	x	10.0	123.00
41.2	x	29.5	1215.40
9.0	x	17.6	158.40
3.5	x	13.2	46.20
4 Items		(rounded)	1543

DIMENSION LIST ADDENDUM

Borrower: Eric P. Sloan | File No.: 18051Z5
Property Address: 975 West Lee Street | Case No.: TLR
City: Pensacola | State: FL | Zip: 32501
Lender: City of Pensacola

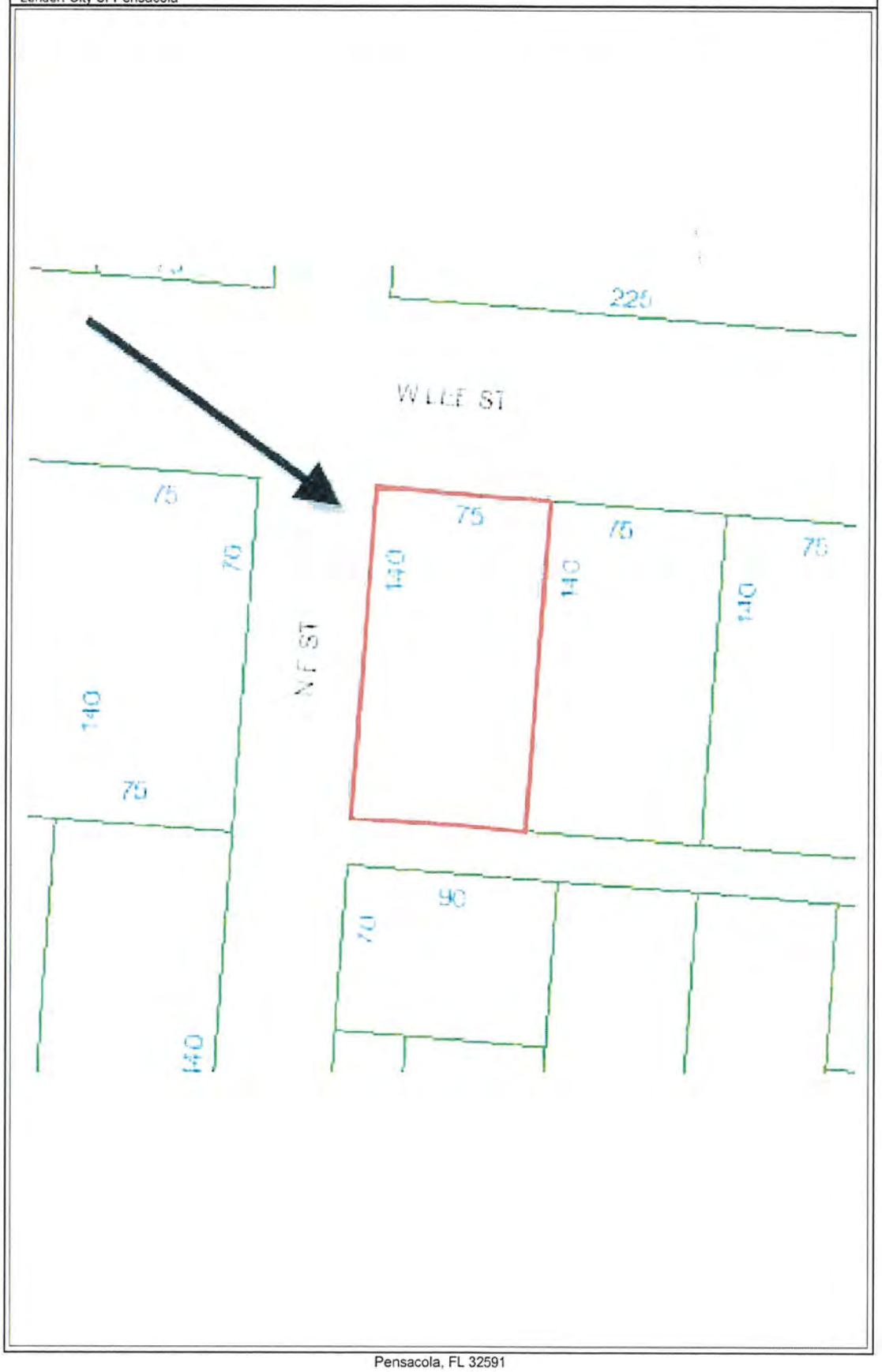
GROSS BUILDING AREA (GBA)	1,543
GROSS LIVING AREA (GLA)	1,543

Area(s)	Area	% of GLA	% of GBA
Living	1,543		100.00
Level 1	1,543	100.00	100.00
Level 2	0	0.00	0.00
Level 3	0	0.00	0.00
Other	85	5.51	5.51
GBA			
Basement ☐	0		
Garage ☐	326		
☐			

Area Measurements					Area Type					
Measurements			Factor	Total	Level 1	Level 2	Level 3	Other	Bsmt.	Garage
10.00	x 12.30	x	1.00	= 123.00	☒	☐	☐	☐	☐	☐
12.30	x 26.50	x	1.00	= 325.95	☐	☐	☐	☐	☐	☒
29.50	x 41.20	x	1.00	= 1,215.40	☒	☐	☐	☐	☐	☐
17.60	x 9.00	x	1.00	= 158.40	☒	☐	☐	☐	☐	☐
13.20	x 3.50	x	1.00	= 46.20	☒	☐	☐	☐	☐	☐

PLAT MAP

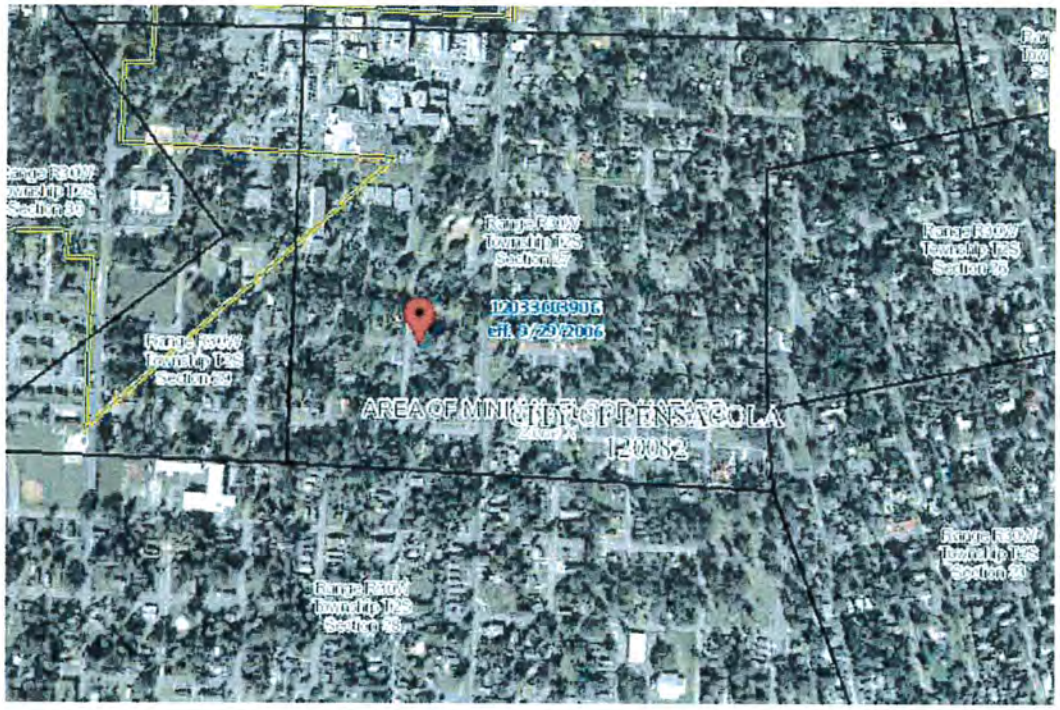
Borrower: Eric P. Sloan		File No.: 18051Z5
Property Address: 975 West Lee Street		Case No.: TLR
City: Pensacola	State: FL	Zip: 32501
Lender: City of Pensacola		



Pensacola, FL 32591

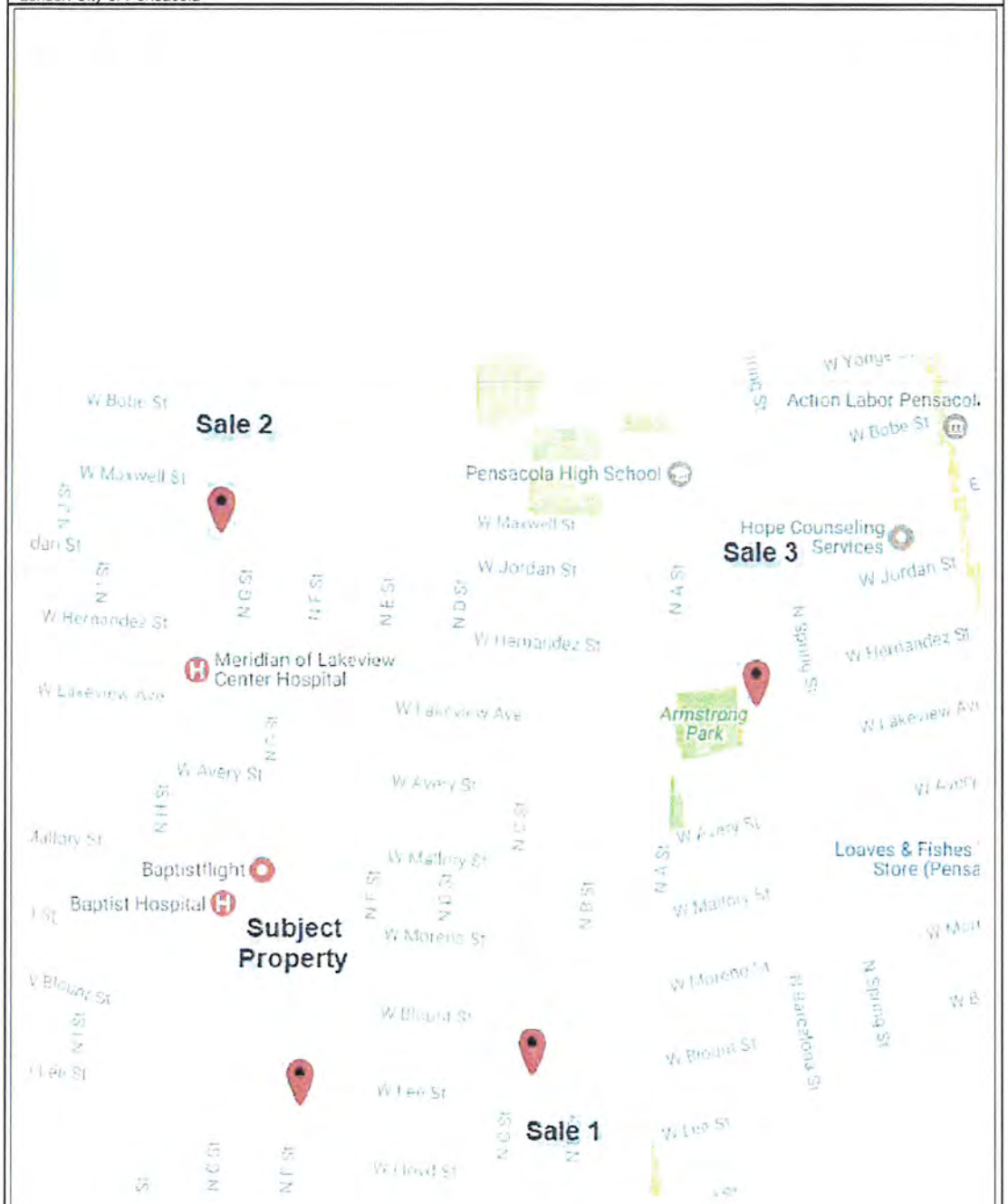
FLOOD MAP

Borrower: Eric P. Sloan	File No.: 18051Z5	
Property Address: 975 West Lee Street	Case No.: TLR	
City: Pensacola	State: FL	Zip: 32501
Lender: City of Pensacola		



LOCATION MAP

Borrower: Eric P. Sloan		File No.: 18051Z5
Property Address: 975 West Lee Street		Case No.: TLR
City: Pensacola	State: FL	Zip: 32501
Lender: City of Pensacola		

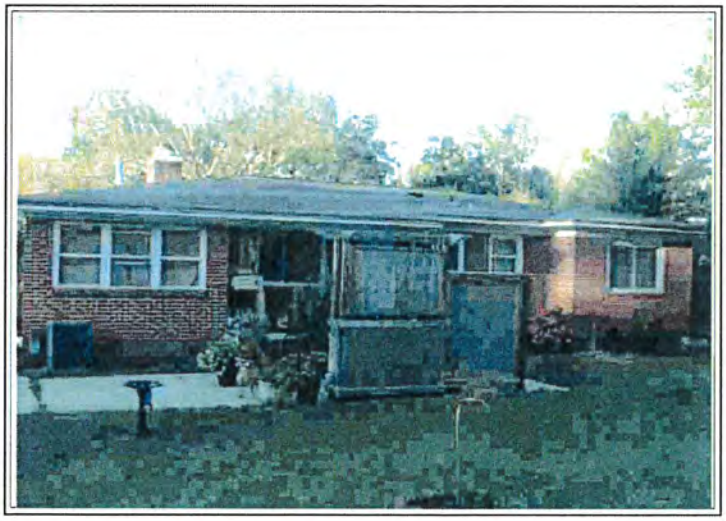


SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: Eric P. Sloan		File No.: 18051Z5
Property Address: 975 West Lee Street		Case No.: TLR
City: Pensacola	State: FL	Zip: 32501
Lender: City of Pensacola		

FRONT VIEW OF
SUBJECT PROPERTY

Appraised Date: February 28, 2018
Appraised Value: $ 140,000

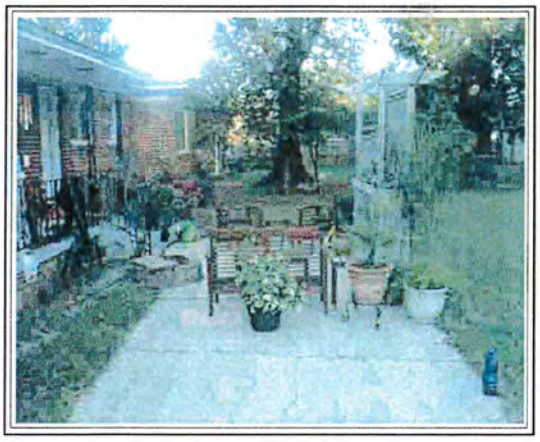


REAR VIEW OF
SUBJECT PROPERTY

STREET SCENE

Subject Photographs

Borrower: Eric P. Sloan	File No.: 18051Z5	
Property Address: 975 West Lee Street	Case No.: TLR	
City: Pensacola	State: FL	Zip: 32501
Lender: City of Pensacola		



Subject: Rear Yard sitting area

Subject: Living Room

Subject: Left Front Bedroom

Subject: "Middle" Bedroom

Subject: " Rear" Bedroom

Subject: Bath

Subject Photographs

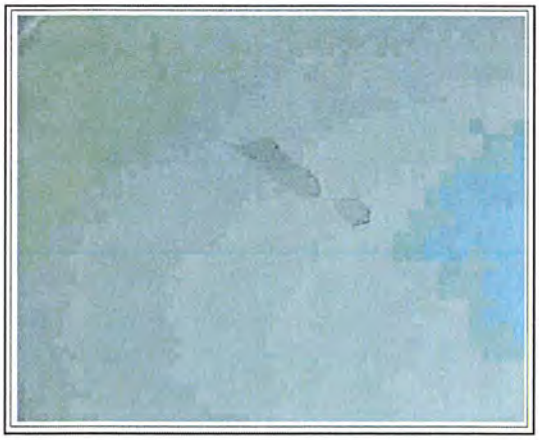
Borrower: Eric P. Sloan		File No.: 18051Z5
Property Address: 975 West Lee Street		Case No.: TLR
City: Pensacola	State: FL	Zip: 32501
Lender: City of Pensacola		

Subject: Bath

Subject: Kitchen

Subject: Office- (Has heat/air vent) behind garage

Subject: 1 Car Garage interior



Subject: Worn spot on ceiling in Dining Area

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: Eric P. Sloan	File No.: 18051Z5	
Property Address: 975 West Lee Street	Case No.: TLR	
City: Pensacola	State: FL	Zip: 32501
Lender: City of Pensacola		

COMPARABLE SALE #1

620 West Lee Street
Pensacola, FL 32501
Sale Date: 11/17/2017
Sale Price: $ 122,500

COMPARABLE SALE #2

1102 West Jordan Street
Pensacola, FL 32501
Sale Date: 06/01/2017
Sale Price: $ 121,000

COMPARABLE SALE #3

1910 Barcelona Street
Pensacola, FL 32501
Sale Date: 04/28/2017
Sale Price: $ 124,000

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

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

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

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

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.

6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.

9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.

10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISERS CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to , or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.

2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.

3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.

4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.

5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.

6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.

7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.

8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.

9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

We, Thornton L. Rogers and M. Eugene Presley, have performed no services as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 975 West Lee Street

APPRAISER:	SUPERVISORY APPRAISER (only if required)
Signature:	Signature:
Name: Thornton Rogers	Name: M. Eugene Presley
Date Signed: 03/08/2018	Date Signed: 03/08/2018
State Certification #: Trainee RI10333	State Certification #: Cert Gen RZ 103
or State License #:	or State License #:
State: FL	State: FL
Expiration Date of Certification or License: 11/30/2018	Expiration Date of Certification or License: 11/30/2018

☐ Did ☒ Did Not Inspect Property

TLR
File No. 18051Z5

USPAP ADDENDUM

Borrower: Eric P. Sloan
Property Address: 975 West Lee Street
City: Pensacola County: Escambia State: FL Zip Code: 32501
Lender: City of Pensacola

APPRAISAL AND REPORT IDENTIFICATION

This report was prepared under the following USPAP reporting option:

[X] Appraisal Report — A written report prepared under Standards Rule 2-2(a).

[ ] Restricted Appraisal Report — A written report prepared under Standards Rule 2-2(b).

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 120-180

Additional Certifications

[X] I have performed NO services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

[ ] I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

Our firm has made no prior valuations of this property. No other real estate services have been provided.

Additional Comments

Clarification of Intended Use and Intended User:

The Intended User of this appraisal report is the City of Pensacola. The Intended Use is to evaluate the property that is the subject of this appraisal for potential purchase by the City of Pensacola, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

APPRAISER:

Signature:
Name: Thornton Rogers
Date Signed: 03/08/2018
State Certification #: Trainee RI10333
or State License #:
or Other (describe): State #:
State: FL
Expiration Date of Certification or License: 11/30/2018
Effective Date of Appraisal: 02/28/2018

SUPERVISORY APPRAISER (only if required):

Signature:
Name: M. Eugene Presley
Date Signed: 03/08/2018
State Certification #: Cert Gen RZ 103
or State License #:
State: FL
Expiration Date of Certification or License: 11/30/2018
Supervisory Appraiser inspection of Subject Property:
[X] Did Not [ ] Exterior-only from street [ ] Interior and Exterior

PENSACOLA
THE UPSIDE of FLORIDA

ENGINEERING and CONSTRUCTION SERVICES

March 28, 20118

Mr. Eric P. Sloan
975 W. Lee Street
Pensacola, FL 32507

Re: F Street and Lee Street Stormwater Retention Pond near 975 W. Lee Street

Dear Mr. Sloan:
We had previous correspondence about the potential for the City to purchase your property at 925 W. Lee Street Pensacola, FL. The City has secured the services of a licensed appraiser to determine the fair market value of your home. Attached to this letter is the results of that appraisal. The City requests that you review this document and contact us at your earliest convenience. We look forward to hearing back from you and I'll be happy to answer any questions you may have.

Thank you.

Brad Hinote, PE
Engineering Project Manager
City of Pensacola
Engineering and Construction Services

7014 2870 0000 7386 9860

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com*®.

OFFICIAL USE

ENG

Postage	$ 1.63
Certified Fee	3.45
Return Receipt Fee (Endorsement Required)	2.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 7.83

Postmark Here

PENSACOLA, FL DOWNTOWN STA
MAR 28 2018
USPS 32502-9998

Sent To

Mr. Eric P. Sloan
975 W. Lee Street
Pensacola, Florida 32501

Street & Apt. or PO Box No.

City, State, ZIP+4

F&Lee

PS Form 38

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Eric P. Sloan
975 W. Lee Street
Pensacola, Florida 32501

9590 9402 3262 7196 8825 61

2. Article Number *(Transfer from service label)*

7014 2870 0000 7386 9860

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
ired Mail
ired Mail Restricted Delivery
r $500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

TLR
File No. 18044Z5

APPRAISERS CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to , or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.

2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.

3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.

4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.

5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.

6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.

7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.

8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.

9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

We, Thornton L. Rogers and M. Eugene Presley, have performed no services as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 927 West Lee Street, Pensacola, FL 32501

APPRAISER:	SUPERVISORY APPRAISER (only if required)
Signature:	Signature:
Name: Thornton Rogers	Name: M. Eugene Presley
Date Signed: 03/05/2018	Date Signed: 03/05/2018
State Certification #: Trainee RI10333	State Certification #: Cert Gen RZ 103
or State License #:	or State License #:
State: FL	State: FL
Expiration Date of Certification or License: 11/30/2018	Expiration Date of Certification or License: 11/30/2018

☐ Did ☒ Did Not Inspect Property

Presley - McKenney & Associates, Inc.

TLR
File No. 18044Z5

USPAP ADDENDUM

Borrower: Lizzie M. Smith
Property Address: 927 West Lee Street
City: Pensacola County: Escambia State: FL Zip Code: 32501
Lender: City of Pensacola

APPRAISAL AND REPORT IDENTIFICATION

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Our firm has made no prior valuations of this property. No other real estate services have been provided.

Additional Comments

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The Intended User of this appraisal report is the City of Pensacola. The Intended Use is to evaluate the property that is the subject of this appraisal for potential purchase by the City of Pensacola, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

APPRAISER:

Signature:
Name: Thornton Rogers
Date Signed: 03/05/2018
State Certification #: Trainee RI10333
or State License #:
or Other (describe): State #:
State: FL
Expiration Date of Certification or License: 11/30/2018
Effective Date of Appraisal: 02/28/2018

SUPERVISORY APPRAISER (only if required):

Signature:
Name: M. Eugene Presley
Date Signed: 03/05/2018
State Certification #: Cert Gen RZ 103
or State License #:
State: FL
Expiration Date of Certification or License: 11/30/2018
Supervisory Appraiser Inspection of Subject Property:
[X] Did Not [ ] Exterior only from street [ ] Interior and Exterior

WEST LEE STREET

N
W E
S

PENSACOLA
THE UPSIDE of FLORIDA

DEPARTMENT OF PUBLIC WORKS AND FACILITIES
ENGINEERING AND CONSTRUCTION SERVICES DIVISION

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-44 | City Council | 10/11/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 18-44 - APPROPRIATING FUNDING IN CONNECTION WITH THE PAYOFF OF THE AIRPORT FACILITIES GRANT ANTICIPATION NOTE, SERIES 2016.

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 18-44.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

On April 14, 2016, City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation ("FDOT") Joint Participation Agreement # 43571769401 in the amount of $8,599,600 for construction of a hangar at the Airport which will be required to accommodate ST Aerospace. Funds will not be available for drawdown from FDOT until the State's 2018 and 2019 budget year. In order to start project construction, a bridge loan was needed to cover the funding gap until grant funds would be available for drawdown.

City Staff, upon consultation with the City's Financial Advisor and Bond Counsel, explored financing options which would allow the City to pledge the grant proceeds as the sole source of repayment for a financing in an amount not to exceed $6,299,600. A Request for Proposal for a Bank Loan was issued. The structure requested was to provide a taxable not to exceed $6,299,600 draw-down bank loan with repayments on October 1, 2018 and October 1, 2019 secured solely by grant # 43571769401 proceeds. BBVA/Compass Bank had the structure that best matches the needs of the Airport.

On September 22, 2016, City Council authorized the Mayor to execute the financing with BBVA/Compass Bank in an amount not to exceed $6,299,600 to finance a portion of the cost of the construction of a hanger and related facilities at the Pensacola International Airport. In connection with the loan the City entered into a SWAP Agreement in order to hedge the financial risk of increased interest rate cost. With the current market

rates, a payoff of the loan will result in overall interest savings to the City. Based on September 21, 2018 market rates, BBVA/Compass Bank estimated that the City would save $96,300 due to the early termination of the SWAP Agreement. Note that actual SWAP savings will be calculated based on interest rates on the day of repayment. In addition, the City would save interest that is scheduled to be paid after the date of repayment through October 1, 2019. Assuming a November 1, 2018 repayment, estimated interest savings would be $143,475.

PRIOR ACTION:

April 14, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreement # 43571769401 in the amount of $8,599,600 for construction of a hangar at the Pensacola International Airport.

September 22, 2016 - City Council authorized the Mayor to execute a financing with BBVA/Compass Bank in an amount not to exceed $6,299,600 to finance a portion of the cost of the construction of a hanger and related facilities at the Pensacola International Airport.

FUNDING:

Budget: $ 0

Actual: $ 6,549,600

FINANCIAL IMPACT:

Approval of the Supplemental Budget Resolution will appropriate the $6,299,600 for the principal payment and $250,000 in estimated interest accrued on the loan since drawdown on October 2, 2017.

CITY ATTORNEY REVIEW: Yes

9/28/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
Richard Barker, Jr., Chief Financial Officer
Daniel E. Flynn, Airport Director

ATTACHMENTS:

1) Supplemental Budget Resolution No. 18-44
2) Supplemental Budget Explanation No. 18-44

PRESENTATION: No

RESOLUTION
NO. 18-44

A RESOLUTION
TO BE ENTITLED:

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

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

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. AIRPORT FUND

	Fund Balance	6,549,600
As Reads:	Principal Payment	6,539,300
Amended To Read:	Principal Payment	12,838,900
As Reads:	Interest Expense	1,253,600
Amended To Read:	Interest Expense	1,503,600

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

THE CITY OF PENSACOLA

OCTOBER 2018 - AIRPORT FACILITIES GRANT NOTE PAYOFF - RES NO. 18-44

FUND	AMOUNT	DESCRIPTION
AIRPORT FUND		
Fund Balance	6,549,600	Increase appropriated fund balance
Appropriations		
Principal Payment	6,299,600	Increase appropriation for Principal
Interest Expense	250,000	Increase appropriation for Interest
Total Appropriations	6,549,600	

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-47 | City Council | 10/11/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Gerald Wingate

SUBJECT:

RESOLUTION NO. 18-47 - SUPPORT FOR MARSY'S LAW - A VICTIMS' RIGHTS AMENDMENT TO THE FLORIDA CONSTITUTION.

RECOMMENDATION:

That City Council adopt Resolution No. 18-47:

> A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA IN SUPPORT OF MARSY'S LAW - A VICTIMS' RIGHTS AMENDMENT TO THE CONSTITUTION OF THE STATE OF FLORIDA

HEARING REQUIRED: No Hearing Required

SUMMARY:

Marsy's Law is a proposed amendment to the Florida Constitution which addressed Victims' Rights.

Marsy's Law for Florida states that the measure would provide crime victims, their families, and their lawful representatives with the following rights:

- A right to due process and to be treated with fairness and respect;
- A right to be free from intimidation, harassment, and abuse;
- A right to be protected, within reason, from the accused and persons acting on behalf of the accused;
- A right to have the victim's welfare considered when setting bail, including setting pretrial release conditions;
- A right to prevent the disclosure of information that could be used to locate or harass the victim or which could disclose confidential or privileged information of the victim;
- A right to the prompt return of the victim's property when no longer needed as evidence in the case;
- A right to full and timely restitution from each convicted offender for all losses suffered;
- A right to proceedings free from unreasonable delay; and
- A right to be informed of the constitutional rights afforded to the victim.

The measure would also provide crime victims with specific right when requested, including:

- a right to reasonable, accurate, and timely notice of public proceedings involving the criminal conduct and to be present at proceedings;
- a right to reasonable, accurate, and timely notice of any release or escape of the defendant;
- a right to be heard in public proceedings involving pretrial, other release from legal constraints, plea, sentencing, adjudication, or parole;
- a right to confer with the prosecuting attorneys concerning plea agreements, pretrial diversion programs, release, restitution, sentencing, or other dispositions of the case;
- a right to provide information regarding the impact of the offender's conduct on the victim to (a) the individual responsible for conducting the presentence investigation and (b) the court;
- a right to receive the presentence report and other reports relevant to the exercise of a victim's right, except for such portions made confidential;
- a right to be informed of the conviction, sentence, adjudication, place and time of incarceration, or other disposition of the convicted offender, the scheduled release date of the offender, and the release of or the escape of the offender;
- a right to be informed of all post-conviction processes and procedures and to participate in such processes and procedures;
- a right to provide information to the release authority to be considered before a release decision is made and be notified of release decisions;
- a right to be informed of clemency and expungement procedures and to provide information to authorities in these procedures.

The measure defines victim as, "a person who suffers direct or threatened physical, psychological, or financial harm as a result of the commission or attempted commission of a crime or delinquent act or against whom the crime or delinquent act is committed.

This amendment is found in Amendment 6 and is bundled with two (2) other proposed Constitutional Amendments.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) Resolution No. 18-47

PRESENTATION: No

RESOLUTION
NO. 18-47

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA IN SUPPORT OF MARSY'S LAW - A VICTIMS' RIGHTS AMENDMENT TO THE CONSTITUTION OF THE STATE OF FLORIDA

WHEREAS, Marsy's Law for Florida and advocacy organizations statewide are dedicated to guaranteeing victims' rights and providing victims and survivors with a voice; and

WHEREAS, Marsy's Law for Florida supporters agree victims, survivors and their families should always be treated with fairness and respect throughout the criminal justice process, protected from the defendant, reasonably heard at public proceedings regarding their case, and given a voice through the process of the case; and

WHEREAS, according to the Florida Department of Law Enforcement (FDLE) "Crime Clock," there was one index crime every 51 seconds and one violent crime every six minutes and nine seconds in 2017; and

WHEREAS, Marsy's Law for Florida will ensure victims receive the same rights afforded to criminals and have rights to notification of release, presence at hearings, the right to speak during criminal proceedings and appropriate restitution; and

WHEREAS, Victim's Rights is a non-partisan, non-political issue, and Marsy's Law is a common sense approach to ensuring Victims' Rights.

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

SECTION 1. That City Council supports Marsy's Law for Florida as a Victims' Rights Amendment to the Florida Constitution.

SECTION 2. This Resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00379 | City Council | 10/11/2018

DISCUSSION ITEM

FROM: City Council Vice President Sherri F. Myers

SUBJECT:

TREATMENT OF CITIZENS BY CERTAIN MEMBERS OF THE PLANNING BOARD DURING THE DISCUSSION OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) URBAN DESIGN OVERLAY DISTRICT AT THE SEPTEMBER 18, 2018 PLANNING BOARD MEETING

SUMMARY:

During a discussion of the CRA Urban Design Overlay District at the September 18, 2018 meeting of the Planning Board, questions have been raised as to the treatment of citizens in attendance by certain members of the Planning Board.

Comments made by a Board Member to individuals in attendance and who had or intended to speak to this item included:

- Referring to the proceedings and speakers as a “Libertarian Rodeo Show”
- Commenting about there being no desire to listen to what the speakers had to say
- Advising residents that if they did not like it they could move to the County
- Subsequently leaving the meeting when it was time for the Open Forum, removing the quorum and having the meeting adjourned without providing for the Open Forum and the citizens desire to be heard

As an attachment you will find the audio of the meeting with the discussion of the CRA Overlay portion beginning at the 1:23:56 mark on the audio file.

PRIOR ACTION:

September 18, 2018 - Rescheduled Planning Board Meeting

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) 18Sept2018 Planning Bd - Audio

PRESENTATION: No

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00033 | City Council | 10/11/2018

SUBJECT:

MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER RICHARD BARKER, JR.