



# City of Pensacola

## City Council

### Agenda - Final

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Thursday, June 13, 2019, 5:30 PM

Council Chambers, 1st Floor

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#### ROLL CALL

#### INVOCATION

Pastor Norman Baker, Springhill Baptist Church

#### PLEDGE OF ALLEGIANCE

Council Member Sherri Myers

#### FIRST LEROY BOYD FORUM

#### AWARDS

#### APPROVAL OF MINUTES

1. [19-00300](#) APPROVAL OF MINUTES: REGULAR MEETING DATED MAY 30, 2019

#### APPROVAL OF AGENDA

#### CONSENT AGENDA

2. [19-00277](#) CHANGE OF AUGUST 2019 AGENDA CONFERENCE AND CITY COUNCIL MEETING DATES

**Recommendation:** That City Council change the August 2019 Agenda Conference and City Council Meeting Dates to August 5th and August 8th, 2019, respectively.

**Sponsors:** Andy Terhaar

3. [19-00279](#) APPOINTMENT - GENERAL PENSION BOARD
- Recommendation:** That City Council reappoint James M. Novota to the General Pension Board for a term of six (6) years, expiring June 30, 2025.
- Sponsors:** Andy Terhaar
- Attachments:** [Member List](#)  
[Application of Interest - James M. Novota](#)  
[Ballot](#)
4. [19-00281](#) APPOINTMENT - PENSACOLA-ESCAMBIA DEVELOPMENT COMMISSION
- Recommendation:** That City Council reappoint Clorissti Shoemo to the Pensacola-Escambia Development Commission for a term of two (2) years, expiring June 30, 2021.
- Sponsors:** Andy Terhaar
- Attachments:** [Member List](#)  
[Application of Interest - Clorissti Shoemo](#)  
[Ballot](#)
5. [19-00289](#) MAYORAL APPOINTMENT TO THE DOWNTOWN IMPROVEMENT BOARD (DIB)
- Recommendation:** That the City Council affirm the Mayor's appointment(s) of Jean Pierre N'Dione, Kevin J. Lehman, to the Downtown Improvement Board (DIB) for a term of three (3) years expiring June 30, 2022; and Adam C. Cobb to fill an unexpired term expiring June 30, 2021.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Resume Adam C. Cobb](#)  
[Resume Kevin J Lehman](#)
6. [19-00235](#) PORT TARIFF REVISIONS
- Recommendation:** That City Council approve the proposed revisions to Port of Pensacola Tariff No. 5A. Further, that City Council authorize the Mayor take all actions necessary to implement the changes.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Proposed Revised Port Tariff No 5A - markup version](#)



7. [19-00244](#) CITY OF PENSACOLA HOUSING DIVISION PUBLIC HOUSING AGENCY (PHA) ANNUAL PLAN (FY 2019-2020) AND 5-YEAR PHA PLAN (FY 2020-2024)

**Recommendation:** That City Council approve the Public Housing Agency (PHA) Annual Plan for the Housing Choice Voucher Program (FY 2019-2020) and the 5-Year PHA Plan (FY 2020-2024) for submission to the U.S. Department of Housing and Urban Development (HUD). Further, that City Council authorize the Mayor to take all actions necessary to execute all documents relating to the Plans' submission and Program's administration

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

**Attachments:** [City of Pensacola Housing Division Public Housing Agency Annual Plan FY](#)  
[City of Pensacola Housing Division Public Housing Agency 5-Year Plan FY](#)

## REGULAR AGENDA

8. [19-00261](#) PUBLIC HEARING: REQUEST TO VACATE RIGHT-OF-WAY - 400 BLOCK OF 11TH AVENUE

**Recommendation:** That City Council conduct a public hearing on June 13, 2019 to consider the request to vacate a portion of the 400 Block of 11th Avenue.

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

**Attachments:** [Vacation of Right-of-Way Application and Supporting Documentation, 11th](#)  
[Rendering and Plans, 11th Avenue Right-of-Way Vacation Request](#)  
[Technical Comments, 11th Avenue Right-of-Way Vacation Request](#)  
[May 14, 2019 Planning Board Minutes](#)  
[Proposed Ordinance](#)  
[PROOF OF PUBLICATION - PUBLIC HEARING](#)

9. [21-19](#) PROPOSED ORDINANCE NO. 21-19 - VACATION OF RIGHT-OF-WAY  
400 BLOCK OF 11TH AVENUE

**Recommendation:** That City Council approve Proposed Ordinance No. 21-19 on first reading.

AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF THE 400 BLOCK OF 11TH AVENUE RIGHT OF WAY; IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

**Attachments:** [Proposed Ordinance No. 21-19](#)  
[Vacation of Right-of-Way Application and Supporting Documentation, 11th](#)  
[Rendering and Plans, 11th Avenue Right-of-Way Vacation Request](#)  
[Technical Comments, 11th Avenue Right-of-Way Vacation Request](#)  
[May 14, 2019 Planning Board Minutes](#)

10. [19-00249](#) PUBLIC HEARING - PROPOSED AMENDMENT TO THE CODE OF THE  
CITY OF PENSACOLA - LAND DEVELOPMENT CODE SECTION 12-2-11  
AIRPORT LAND USE DISTRICT - RECREATIONAL FACILITIES - NOT  
FOR PROFIT

**Recommendation:** That City Council conduct the second of two Public Hearings on June 13, 2019 to consider an amendment to the Code of the City of Pensacola, Land Development Code Section 12-2-11- Airport Land Use District - Recreational Facilities - Not-For-Profit.

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

**Attachments:** [Proposed Ordinance](#)  
[May 14, 2019 Planning Board Minutes](#)  
[PROOF OF PUBLICATION - PUBLIC HEARING](#)

11. [20-19](#) PROPOSED ORDINANCE NO. 20-19 PROPOSED AMENDMENT TO THE CODE OF THE CITY OF PENSACOLA - LAND DEVELOPMENT CODE SECTION 12-2-11 AIRPORT LAND USE DISTRICT - RECREATIONAL FACILITIES - NOT-FOR-PROFIT

**Recommendation:** That City Council approve Proposed Ordinance No. 20-19 on first reading.

AN ORDINANCE AMENDING SECTION 12-2-11 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AIRPORT LAND USE DISTRICT; RECREATIONAL FACILITIES - NOT FOR PROFIT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

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

**Attachments:** [Proposed Ordinance No. 20-19](#)  
[May 14, 2019 Planning Board Minutes](#)

12. [19-00273](#) CITY OF PENSACOLA/YMCA REAL PROPERTY EXCHANGE

**Recommendation:** That City Council authorize the Mayor to exchange a portion of City-owned property adjacent to the Vickrey Center located at 2130 Summit Boulevard (Attachment #1) with real property owned by the Young Men's Christian Association of Northwest Florida, Inc. ("YMCA") located at 3215 Langley Avenue. Further, that City Council authorize the Mayor to take all actions necessary to execute all contracts and related documents to complete the transaction.

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

**Attachments:** [Proposed City Parcel To Be Exchanged](#)  
[Soccer Field Concept](#)  
[Real Property Exchange Agreement](#)  
[YMCA/Langley Appraisal](#)  
[YMCA/Langley Survey](#)  
[City/Roger Scott Appraisal](#)  
[City/Roger Scott Survey](#)  
[Letter from Mayor requesting future protection of remaining portion of Hitzl](#)  
[Summary of Changes](#)

13. [19-00274](#) CITY OF PENSACOLA/YMCA USE AND PROGRAM AGREEMENT FOR THE VICKREY RESOURCE CENTER

**Recommendation:** That City Council authorize the Mayor to execute a Use and Program Agreement between the City of Pensacola and the Young Men's Christian Association of Northwest Florida, Inc. ("YMCA") to partially lease the Vickrey Resource Center. Further, that City Council authorize the Mayor to take all actions necessary to execute all contracts and related documents pertaining to the Use and Program Agreement.

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

**Attachments:** [Use and Program Agreement](#)  
[Vickrey Center Floor Plan](#)

## COUNCIL EXECUTIVE'S REPORT

## MAYOR'S COMMUNICATION

## COUNCIL COMMUNICATIONS

## CIVIC ANNOUNCEMENTS

## SECOND LEROY BOYD FORUM

## ADJOURNMENT

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

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

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 19-00300

City Council

6/13/2019

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**SUBJECT:**

APPROVAL OF MINUTES: REGULAR MEETING DATED MAY 30, 2019



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 19-00277

City Council

6/13/2019

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Andy Terhaar

**SUBJECT:**

CHANGE OF AUGUST 2019 AGENDA CONFERENCE AND CITY COUNCIL MEETING DATES

**RECOMMENDATION:**

That City Council change the August 2019 Agenda Conference and City Council Meeting Dates to August 5<sup>th</sup> and August 8<sup>th</sup>, 2019, respectively.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

In accordance with Council rules and procedures Section 1.01 - Regular Meetings, which states in part:

“... No scheduled meeting shall be rescheduled without a majority vote of council, except in cases of emergency or extreme hardship.”

The August 2019 Agenda Conference and City Council meeting was originally scheduled for the August 12<sup>th</sup> (Agenda Conference) and August 15<sup>th</sup> (Council Meeting); this coincides with the Florida League of Cities Conference which will be attended by several Council Members as well as the Mayor.

Therefore, this item requests a change of meeting dates to August 5<sup>th</sup> (Agenda Conference) and August 8<sup>th</sup> (Council Meeting).

**PRIOR ACTION:**

January 17, 2019 - City Council approved the schedule of meetings for 2019.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

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None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) None

**PRESENTATION:** No





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 19-00279

City Council

6/13/2019

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Andy Terhaar

**SUBJECT:**

APPOINTMENT - GENERAL PENSION BOARD

**RECOMMENDATION:**

That City Council reappoint James M. Novota to the General Pension Board for a term of six (6) years, expiring June 30, 2025.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

This board oversees administration of the General Pension Plan and investment of pension funds. It consists of six members, three are appointed by City Council and one shall be the current presiding Council President of the City, or his designee. The remaining two members are elected by the employees. Council appointees must be residents of Escambia County and freeholders (property owners) of the City.

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

**Nominee**

James M. Novota

**Nominated By**

Incumbent

**PRIOR ACTION:**

City Council appoints members to this board on an annual basis.

**FUNDING:**

Budget: N/A

Actual: N/A

**FINANCIAL IMPACT:**

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None.

**STAFF CONTACT:**

Ericka L. Burnett, City Clerk

**ATTACHMENTS:**

- 1) Member List
- 2) Application of Interest - James M. Novota
- 3) Ballot

**PRESENTATION:** No

**General Pension Board**

<b>Name</b>	<b>Profession</b>	<b>Appointed By</b>	<b>No. of Terms</b>	<b>Year</b>	<b>Exp Date</b>	<b>First Appointed</b>	<b>Term Length</b>	<b>Comments</b>
Little, Debra	Attorney	Council	0	2019	6/30/2023	8/28/2014	6	
Miller, Amy	Port Marketing Director	Elected by employees	2	2019	6/30/2019	6/25/2013	2	
Novota, James 'Mick' M.	Realtor/Retired Banker	Council	0	2019	6/30/2019	4/12/2012	6	
Picklap, Laura	Accountant	Elected by employees	0	2019	6/30/2020	6/30/2019	2	
Porto, Larry	Retired Firefighter	Council President	0	2019	6/30/2021	10/21/2009	0	
Wells, William "Rusty" D.	Retired city attorney	Council	0	2019	6/30/2021	4/21/2011	6	

Term Length: COUNCIL APPOINTEES SERVE SIX YEAR TERMS AND THE EMPLOYEE REPRESENTATIVES SERVE TWO YEARS.

COMPOSED OF SIX (6) MEMBERS OF WHICH THREE ARE APPOINTED BY CITY COUNCIL, ONE BY THE COUNCIL PRESIDENT, AND TWO MEMBERS ARE ELECTED BY THE EMPLOYEES. THE FOUR MEMBERS APPOINTED BY COUNCIL MUST BE RESIDENTS OF ESCAMBIA COUNTY AND FREEHOLDERS (PROPERTY OWNERS) OF THE CITY.

**Ericka Burnett**

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**From:** noreply@civicplus.com  
**Sent:** Tuesday, May 21, 2019 10:22 AM  
**To:** Ericka Burnett; Robyn Tice  
**Subject:** Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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

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

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

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(Section Break)

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Personal Information

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Name James M 'Mick' Novota

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Home Address 411 West DeSoto St Pensacola, FI 32501

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Business Address Connell & Company Realty Inc 2107 Airport Blvd. Pensacola, FI 32504

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

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Preferred Contact Phone Number(s) 850.501.3014

---

Email Address [Mick@novota.com](mailto:Mick@novota.com)

---

Upload Resume (optional) *Field not completed.*

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(Section Break)

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Details

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Are you a City resident? Yes

---

If yes, which district? 6

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If yes, how long have you been a City resident? 35+

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Do you own property within the City limits? Yes

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Are you a registered voter in the city? Yes

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Board(s) of interest: General Pension Board

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Please list the reasons for your interest in this position: Continue as trustee and chair of General Employees Pension Board

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Do you currently serve on a board? Yes

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If yes, which board(s)? General Employee's Pension Board

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Do you currently hold a public office? No

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

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

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(Section Break)

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Diversity

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

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Gender Male

---

Race Caucasian

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Physically Disabled No

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(Section Break)

Acknowledgement of Terms I accept these terms.

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

**Ballot – General Pension Board**

June 13, 2019

*Six (6) year term expiring June 30, 2025*

***Member***

\_\_\_\_\_ James M. Novota

\_\_\_\_\_

**Vote for One**

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 19-00281

City Council

6/13/2019

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Andy Terhaar

**SUBJECT:**

APPOINTMENT - PENSACOLA-ESCAMBIA DEVELOPMENT COMMISSION

**RECOMMENDATION:**

That City Council reappoint Clorissi Shoemo to the Pensacola-Escambia Development Commission for a term of two (2) years, expiring June 30, 2021.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The Pensacola-Escambia Development Commission is responsible for the promotion and development of industrial, tourist, and commercial attributes and facilities of the area, including the promotion of conventions, convention facilities and visitors to the area. The board is composed of nine members.

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

**Nominee**

Clorissi Shoemo

**Nominated By**

Incumbent

**PRIOR ACTION:**

City Council makes appointments to this board annually.

**FUNDING:**

Budget: N/A

Actual: N/A

**FINANCIAL IMPACT:**

None.

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**STAFF CONTACT:**

Ericka L. Burnett, City Clerk

**ATTACHMENTS:**

- 1) Member List
- 2) Application of Interest - Clorissti Shoemo
- 3) Ballot

**PRESENTATION:** No

**Pensacola-Escambia Development Commission**

<b>Name</b>	<b>Profession</b>	<b>Appointed By</b>	<b>No. of Terms</b>	<b>Year</b>	<b>Exp Date</b>	<b>First Appointed</b>	<b>Term Length</b>	<b>Comments</b>
Myers, Sherri	Council Member	Council	0	2019	11/24/2020	11/27/2018	2	
Shoemo, Clorissti	At-Large Member	Council	2	2019	6/30/2019	6/13/2013	2	
Wu, P. C.	Council Member	Council	0	2019	11/24/2020	1/27/2011	2	

Term Length: TWO YEAR TERMS, EXCEPT THOSE HOLDING SPECIFIC OFFICES.

COMPOSED OF NINE (9) MEMBERS OF WHICH TWO ARE MEMBERS OF CITY COUNCIL, TWO ARE MEMBERS OF THE COUNTY COMMISSION, ONE WHO IS A MEMBER OF THE TOWN COUNCIL OF THE TOWN OF CENTURY. ONE MEMBER SHALL BE THE PRESIDENT OF THE CHAMBER OF COMMERCE. ONE MEMBER, TO BE APPOINTED BY THE PRESIDENT OF THE CHAMBER, SHALL BE THE CHAIRMAN OF THE COMMITTEE OF 100 OR THE CHAIRMAN OF THE TOURIST ADVISORY COUNCIL. THE CITY COUNCIL AND COUNTY COMMISSION SHALL EACH APPOINT ONE (1) AT-LARGE MEMBER. EACH MEMBER MUST BE A FREEHOLDER (PROPERTY OWNER) AND QUALIFIED ELECTOR OF ESCAMBIA COUNTY.

**Ericka Burnett**

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**From:** noreply@civicplus.com  
**Sent:** Tuesday, May 28, 2019 9:43 PM  
**To:** Ericka Burnett; Robyn Tice  
**Subject:** Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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

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

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

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(Section Break)

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Personal Information

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Name Clorissti Shoemo

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Home Address 622 Chadwick Street Pensacola, FL 32503

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Business Address 17 East Main Street, Suite 200 Pensacola, FL 32502

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

---

Preferred Contact Phone Number(s) 850-384-0466

---

Email Address [cjohnson@awkolaw.com](mailto:cjohnson@awkolaw.com)

---

Upload Resume (optional) *Field not completed.*

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(Section Break)

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Details

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Are you a City resident?	Yes
If yes, which district?	5
If yes, how long have you been a City resident?	2 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Pensacola Escambia Development Commission
Please list the reasons for your interest in this position:	It is vital to give back to your community, it the least I can do to assist. It is also vital to ensure the voices of every day residents are heard.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Pensacola Escambia Development Commission
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

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(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.*

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Gender	Female
Race	African-American
Physically Disabled	No

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(Section Break)

Acknowledgement of Terms I accept these terms.

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**Ballot – Pensacola-Escambia Development Commission**

June 13, 2019

*Two (2) year term expiring June 30, 2021*

***Member***

\_\_\_\_\_ Clorissti Shoemo

\_\_\_\_\_

**Vote for One**

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 19-00289

City Council

6/13/2019

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

MAYORAL APPOINTMENT TO THE DOWNTOWN IMPROVEMENT BOARD (DIB)

**RECOMMENDATION:**

That the City Council affirm the Mayor's appointment(s) of Jean Pierre N'Dione, Kevin J. Lehman, to the Downtown Improvement Board (DIB) for a term of three (3) years expiring June 30, 2022; and Adam C. Cobb to fill an unexpired term expiring June 30, 2021.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

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

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

In July of 2018, John Peacock was reappointed to the Downtown Improvement Board. In April of 2019, Mr. Peacock submitted his resignation from the DIB with an effective date of June 30, 2019. According to DIB bylaws, Article II, Section 2. Vacancy, it states in part, "...Vacancy in office, which shall be filled in the manner hereinabove provided within thirty (30) days of its occurrence for the remainder of the unexpired term, shall occur whenever a member is removed from office, becomes disqualified or is otherwise unable to serve or resigns..."

Article II, Section I (1) - Board Composition, Term and Appointments, states in part, "...The Board shall be composed of five (5) members appointed by the Mayor of Pensacola with the concurrence of the Pensacola City Council for three (3) year staggered terms."

**PRIOR ACTION:**

July 19, 2018 - City Council reappointed John Peacock to a term expiring June 30, 2021.  
April 3, 2019 - John Peacock submitted a resignation from the DIB, effective June 30, 2019.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Chris L. Holley, City Administrator

**ATTACHMENTS:**

- 1) Resume Adam C. Cobb
- 2) Resume Kevin J. Lehman

**PRESENTATION:** No



# Adam C. Cobb

30 S. Spring Street • Pensacola, Florida 32502  
Phone: 857-233-7676 • E-Mail: [acobb@esclaw.com](mailto:acobb@esclaw.com)

## Experience

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Director, *Emmanuel, Sheppard & Condon, P.A.*, Pensacola, FL

May, 2016 – Present

- Negotiate and draft purchase and sale agreements, financing structures and documents, development agreements, public private partnerships, and leases and otherwise guide and advise developers, lenders and property owners through all manner of real estate transactions.
- Litigate and advocate on behalf of developers and property owners in real estate, land use, and zoning issues throughout North Florida.
- Represented local utility in the successful financing its new utility infrastructure system.
- Represent county property appraiser in property valuation and related litigation, and regularly provide opinions on real estate and operational issues.
- Represented property owners in land-use litigation to effectively prevent the construction of an industrial fish hatchery in downtown Pensacola.

Attorney, *Ice Miller LLP*, Indianapolis, IN

April, 2014 – May, 2016

- Negotiated and drafted purchase and sale agreements, leases, conveyance documents, easements, development agreements, and loan documents for commercial real estate transactions on behalf of developers, businesses and individuals.
- Advised clients on land use and zoning issues, and argued land use and zoning petitions before municipal and regulatory bodies.
- Represented developer in negotiating and structuring a public-private partnership with municipality, which partnership included the development of an approximately \$10 million office building and various tax incentives and entitlements.
- Represented one of the largest municipalities in Indiana in its attempt to annex approximately 23 square miles of unincorporated property into its city limits.
- Represented developer in its partnership with local municipality and other partners to redevelop a blighted 80 acre tract in urban Indianapolis.
- Represented real estate investment fund in its disposition of a \$100 million office complex.
- Represented a nationwide residential developer and homebuilder in its development of single-family subdivisions throughout central Indiana, including its purchase of land, acquisition of government entitlements and approvals, installation of infrastructure, and sale of developed lots and homes.

Attorney, *Mercer Belanger, P.C.*, Indianapolis, IN

September, 2010 – April, 2014

- Represented lending institutions in real estate and commercial litigation, including mortgage foreclosure, land title, contract, tort, collection, and eviction before state and federal courts and regulatory bodies.

## Education

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Florida State University, Tallahassee, FL – *Juris Doctor, Cum Laude*

September, 2007 – December, 2009

GPA, 85.507/100; Rank 59/245; University Student Supreme Court; Public Interest Law Center.

Troy University, Troy, AL – *B.S. in Business Admin., Magna Cum Laude*

September, 2002 – May, 2006

Student Government Association; Farmhouse Fraternity; Millennium Academic Scholarship Recipient.

## Memberships, Community Involvement, and Awards

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Licensed to practice law in Florida, Alabama and Indiana (inactive); Pensacola Downtown Improvement Board – finance committee; NAIOP – board of directors; Junior Achievement – board of directors and volunteer; Leadership Pensacola – Class of 2018; Super Lawyers – Rising Star, 2014-2018; First Place Partners – member; Sunday's Child – member; Midtown Indy – committee member within this community development organization during its successful advocacy for use of TIF financing to fund new city-wide public transportation systems and infrastructure.

**Kevin J Lehman**

557 E Romana St  
Pensacola, FL 32502  
530-304-6890  
kevin@fosko.com

December 20, 2018

Dear Mayor Robinson and Esteemed Councilmembers:

Thank you very much for your consideration regarding a potential appointment to the Pensacola Downtown Improvement Board (DIB). As a downtown resident and business owner I am committed to keeping downtown safe and enjoyable for our families and employees, preserving convenience for local customers, and continuing to build a world-class destination for our visitors. Although we all share these same goals, there are a wide variety of opinions and strategies on how best to achieve them. I certainly do not claim to have all the answers and look forward to working with a diverse group of professionals in order to move downtown forward with fair and open-minded solutions.

While the DIB can bring tremendous knowledge and expertise to downtown, it is ultimately you, the elected members of the City Council, who are best suited to represent and assess the needs of Pensacola's citizens. Consequently, the role of the DIB should not be to create and enforce its own policies, but to advise and manage your policies and intent. If selected as a suitable fit for the DIB, it would be my pleasure to implement your intent and help make your vision a reality.

Sincerely,

Kevin Lehman

## KEVIN J LEHMAN

557 E Romana St, Pensacola, FL 32502 | 530-304-6890 | kevin@fosko.com

### EDUCATION

- University of California Davis** **2004**  
BA Political Science and English
- US Navy School of Aviation Safety** **2009**  
A six-week aviation risk management course for select pilots designated Aviation Safety Officers.
- USMC Command and Staff College** **2018**  
A two-year command-level course focused on international relations, government structures and processes, problem framing, and decision-making models.

### PROFESSIONAL HISTORY

- United States Marine Corps** **2005-Present**  
10 years active duty as a Marine Corps Officer and Cobra helicopter pilot. Currently serving as a Major in the Marine Corps Reserves assigned to a helicopter squadron in New Orleans, LA.
- Remote Axxess LLC, Owner** **2014-2016**  
Owned and operated a drone-based structural inspection company. Collaborated with Volkert Engineering, Inc. and the Florida Department of Transportation to conduct the nation's first certified inspection of a public roadway exclusively utilizing drones.
- Fosko Coffee Barre LLC, Owner** **2016-Present**  
Responsible for all aspects of owning and operating a restaurant including the management of 19 employees, menu development, quality control, and all related accounting and payroll procedures.
- Cat-Den LLC, Owner** **2016-Present**  
Develop and manage a portfolio of multiple commercial properties located in Downtown Pensacola. Became intimately familiar with Downtown Pensacola development processes while rehabilitating two historic buildings on Palafox.

### RELATED EXPERIENCE

- Downtown Parking Management District (DPMD), Member** **2018-Present**  
Assist the DPMD, the Downtown Improvement Board, and its Executive Director with any and all matters related to parking in Downtown Pensacola. Initiated structural inspection proceedings for the Jefferson St Parking Garage and identified accounting discrepancies between Premium Parking and DPMD records. Actively involved in collecting and quantifying downtown parking data.

### OTHER

- Boy Scouts of America** **2000**  
Eagle Scout



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 19-00235

City Council

6/13/2019

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PORT TARIFF REVISIONS

**RECOMMENDATION:**

That City Council approve the proposed revisions to Port of Pensacola Tariff No. 5A. Further, that City Council authorize the Mayor take all actions necessary to implement the changes.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

As a public seaport, the Port of Pensacola is required under Federal Maritime Commission rules and regulations to maintain a publicly-available tariff that sets forth the rules, regulations, policies, procedures, rates, charges, and fees applicable to the conduct of business at the Port.

Additionally, the Port of Pensacola is a member of the Gulf Seaport Marine Terminals Conference (GSMTC), a rate-setting conference which is registered with the Federal Maritime Commission and enjoys anti-trust immunity under the laws of the United States.

Per section 10-3-17 (b) of the City of Pensacola Code of Ordinances, changes to the tariff may be made by the Mayor with City Council approval.

The specific tariff revisions being proposed:

- Increase vessel dockage and security fee rates to current GSMTC rates
- Increase a variety of other fees and charges to current market rates based on competitor port tariffs
- Update port and service provider listings and contact information
- Update and revise a variety of rules and regulations to better reflect current business mixes and operating parameters at the port

**PRIOR ACTION:**

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March 17, 2016 - City Council approved an administrative revision regarding the Gulf Seaports Marine Terminal Conference as well as increases in rates for the following: dockage, security surcharge, container wharfage and container storage. Further, City Council authorized the Mayor to amend Port of Pensacola Terminal Tariff No. 5A to reflect the changes.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The proposed tariff revisions increasing rates will result in increased revenue to the Port. Tariff revisions not dealing with rates and fees are cost-neutral and will have no impact on Port revenue.

**CITY ATTORNEY REVIEW:** Yes

5/22/2019

**STAFF CONTACT:**

Christopher L. Holley, City Administrator  
Amy Miller, Port Director

**ATTACHMENTS:**

- 1) Proposed Revised Port Tariff No. 5A - markup version

**PRESENTATION:** No

## Terminal Tariff 5-A

Containing Rates, Charges, Rules and Regulations Applicable to Facilities at the

### PORT OF PENSACOLA

(An Enterprise Department of the City of Pensacola)

Originally Issued: September 15, 2005

Revisions Effective: JULY 1, 2019

PORT OF PENSACOLA  
TARIFF NO. 5-A  
P.O. Box 889  
Pensacola, FL 32594-0889

Issued by:

Amy S. Miller  
Port Director  
Telephone: 850-436-5070  
Fax: 850-436-5076  
Email: [amiller@portofpensacola.com](mailto:amiller@portofpensacola.com)

Other Staff Contacts:

Clark Merritt  
Business Development Manager  
Telephone: 850-436-5070  
Fax: 850-436-5076  
Email: [cmerritt@portofpensacola.com](mailto:cmerritt@portofpensacola.com)

Reference Federal Maritime Commission Carrier List FMC1  
Marine Terminal Operator Organization #002049

## PORT TERMINAL TARIFF 5-A

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<a href="#">440</a>	Water	65	July 1, 2019	3 <sup>rd</sup> Revised
<a href="#">442</a>	Water Hose Rental	66	July 1, 2019	1 <sup>st</sup> Revised
	<a href="#">SECTION FIVE: CONTAINERS</a>			
<a href="#">500</a>	Container Point-of-Rest	67	September 15, 2005	Original
<a href="#">502</a>	Handling of Containers	67	September 15, 2005	Original
<a href="#">504</a>	Interim Parking Area	67	September 15, 2005	Original
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<a href="#">508</a>	Receiving or Delivering Containers	67	September 15, 2005	Original
<a href="#">510</a>	Re-Handling Containers	67	September 15, 2005	Original
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<a href="#">514</a>	Segregation of Containers	68	September 15, 2005	Original
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<a href="#">516b</a>	Receiving of Containers – Having Damage or Variances...	68	September 15, 2005	Original
<a href="#">518</a>	Delivery of Container to Inland Carrier	68	September 15, 2005	Original
<a href="#">520</a>	Transfer of Containers Between Vehicular Conveyances	68	September 15, 2005	Original

<a href="#">522</a>	Containers Loaded in Excess of Rated Capacity	68	September 15, 2005	Original
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<a href="#">532</a>	<b>Rates and Charges; Containerized Traffic</b>	<b>70</b>	<b>July 1, 2019</b>	<b>2<sup>nd</sup> Revised</b>
<a href="#">534</a>	<b>Container Storage</b>	<b>71</b>	<b>July 1, 2019</b>	<b>2<sup>nd</sup> Revised</b>
	<b>SECTION SIX: FOREIGN TRADE ZONE NO. 249</b>			
<a href="#">600</a>	<b>Role of the Port of Pensacola</b>	<b>72</b>	<b>July 1, 2019</b>	<b>1<sup>st</sup> Revised</b>
<a href="#">602</a>	Site Descriptions	72	September 15, 2005	Original
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	<b>APPENDIX A: STEVEDORE FRANCHISE LICENSE AND FREIGHT HANDLING PERMIT</b>			
<a href="#">I</a>	Stevedore License or Freight Handling Permit – General	A	September 15, 2005	Original
<a href="#">II</a>	Application for Stevedore License or Freight Handling Permit	A	September 15, 2005	Original
<a href="#">III</a>	Consideration	B	September 15, 2005	Original
<a href="#">IV</a>	Issuance of License or Permit and Renewals	B	September 15, 2005	Original
<a href="#">V</a>	<b>Fees</b>	<b>D</b>	<b>July 1, 2019</b>	<b>1<sup>st</sup> Revised</b>
<a href="#">VI</a>	Stevedore License and Freight Handling Permit Renewal Application Policy	D	September 15, 2005	Original
<a href="#">VII</a>	Stevedore & Freight Handling Insurance	D	September 15, 2005	Original
	<b>APPLICATION</b>	<b>i</b>	<b>July 1, 2019</b>	<b>1<sup>st</sup> Revised</b>

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## Port Terminal Tariff 5-A

### SECTION ONE – DEFINITIONS

ITEM #:	DEFINITION
100	<p style="color: blue;">GULF SEAPORTS MARINE TERMINAL CONFERENCE (Effective: April 25, 2016)</p> <p>GULF SEAPORTS MARINE TERMINAL CONFERENCE FEDERAL MARITIME COMMISSION AGREEMENT NO. 224-200163 APPROVED DECEMBER 2, 1988 PARTICIPATING MEMBERS:</p> <ol style="list-style-type: none"> <li>1. Board of Commissioners of the Port of New Orleans</li> <li>2. Board of Commissioners of Lake Charles Harbor and Terminal District</li> <li>3. Greater Baton Rouge Port Commission</li> <li>4. Orange County Navigation and Port District, Orange, Texas</li> <li>5. Mississippi State Port Authority at Gulfport</li> <li>6. Board of Commissioners of the Port of Beaumont, Navigation District of Jefferson County, Texas</li> <li>7. Port Commission of the Port of Houston Authority of Harris County, Texas</li> <li>8. Board of Trustees of the Galveston Wharves</li> <li>9. Alabama State Docks - Port of Mobile</li> <li>10. South Louisiana Port Commission, LaPlace, Louisiana</li> <li>11. Brownsville Navigation District of Cameron County, Texas</li> <li>12. Port of Port Arthur Navigation District of Jefferson County, Texas</li> <li>13. Tampa Port Authority</li> <li>14. Port of Corpus Christi Authority</li> <li>15. Panama City Port Authority</li> <li>16. Port of Pensacola</li> <li>17. Brazos River Harbor Navigation District, Freeport, Texas</li> <li>18. Port of Pascagoula, Pascagoula, Mississippi</li> <li>19. Manatee Port Authority</li> <li>20. St. Bernard Port, Harbor and Terminal District</li> </ol> <p>Notice: The Gulf Seaports Marine Terminal Conference Agreement permits the participating members to discuss and agree upon port terminal rates, charges, rules, and regulations. Any such rates, charges, rules, and regulations, adopted pursuant to said agreement, shall be published in the respective tariffs of said members and so identified by proper Symbol and explanation.</p> <p><u>SHIPPER'S REQUESTS AND COMPLAINTS:</u> Shippers, or other users of the facilities and services of the members of said conference, desiring to present requests or complaints with respect to any such rates, charges, rules and regulations, adopted pursuant to said Conference agreement, should submit the same, in writing, to the chairman of the Conference, at the address below, giving full particulars, including all relevant facts, conditions and circumstances pertaining to the request or complaint. Should further information be required by the Conference for full consideration of the request or</p>

	<p>complaint, the Conference Chairman will so advise by mail. The said chairman will notify such shipper or complainant of the docketing of the matter and the date and time of the proposed meeting, and if said shipper or complainant desires to be heard, he shall make request therefore upon the Conference Chairman in advance of the meeting.</p> <p style="text-align: center;">Bill Inge, Conference Chairman c/o Alabama State Port Authority P.O. Box 1588 Mobile, AL 36633</p>
102	<p><a href="#">AGENT OR VESSEL AGENT</a> (Effective: September 15, 2005)</p>
	<p>The party or entity which submits the application for berth.</p>
104	<p><a href="#">APRON, APRON WHARF, WHARF APRON</a> (Effective: September 15, 2005)</p>
	<p>That part of the wharf structure lying between the outer edge of the guard rail and the transit shed; or, as to open wharves, that part of the wharf structure carried on piles beyond the fill.</p>
106	<p><a href="#">ARRIVAL DATE; DATE OF ARRIVAL; ARRIVAL</a> (Effective: September 15, 2005)</p>
	<p>The date and time at which a vessel arrives at the Port of Pensacola and is moored at her berth.</p>
108	<p><a href="#">BERTH</a> (Effective: September 15, 2005)</p>
	<p>The water area at the edge of a wharf, including mooring facilities, used by a vessel while docked.</p>
110	<p><a href="#">BONDED STORAGE</a> (Effective: September 15, 2005)</p>
	<p>Storage accomplished under bond payable to the United States Treasury Department until cleared for entry by United States Customs.</p>
112	<p><a href="#">CHECKING</a> (Effective: September 15, 2005)</p>
	<p>The service of counting and checking cargo against appropriate documents for the account of the cargo or the vessel, or other person requesting same.</p>
114	<p><a href="#">CONTAINER</a> (Effective: September 15, 2005)</p>
	<p>A standard (I.S.O.) seagoing container 20 feet in length or over.</p>
116	<p><a href="#">DAY</a> (Effective: September 15, 2005)</p>
	<p>A consecutive 24-hour period or fraction thereof.</p>
118	<p><a href="#">DOCKAGE</a> (Effective: September 15, 2005)</p>
	<p>The charge assessed against a vessel for berthing at a wharf, pier, bulkhead structure, or bank or for mooring to a vessel so berthed.</p>
120	<p><a href="#">END OF SHIP'S TACKLE</a> (Effective: September 15, 2005)</p>



	Wherever in this tariff the term end of ship's tackle is used, it means that immediate moment in time that a container or cargo is on hook or gear of ship or stevedore simultaneous with fastening of the container or cargo to or release of the container or cargo from the hook or gear.
121	<b>ESCORT</b> (Effective: May 1, 2014) An individual who has been issued a TWIC, who engages in escorting, as defined, and who assumes the responsibility for accompanying authorized non-TWIC holder(s) into a Secure Restricted Area.
122	<b>ESCORTING</b> (Effective: May 1, 2014)
	Ensuring that the escorted individual is continuously accompanied while within a Secure Restricted area in a manner sufficient to observe whether the escorted individual is engaged in activities other than those of which escorted access was granted.
123	<b>FREE TIME</b> (Effective: September 15, 2005)
	The specified period during which cargo may occupy space assigned to it on terminal property free of wharf demurrage or terminal storage charges immediately prior to the unloading or subsequent to the discharge of such cargo on or off the vessel.
124	<b>FREIGHT HANDLER</b> (Effective: September 15, 2005)
	As used in this tariff, the term freight handler refers to and includes persons, firms, corporations, or other business entities and their subsidiaries, engaged in the physical loading or unloading of trucks or railcars, or engaged in any other cargo handling operations. Freight handlers may not load/unload commercial cargo vessels or barges.
126	<b>GRT/LOA</b> (Effective: September 15, 2005)
	Whenever used in this tariff with respect to a vessel the term "GRT" means the tonnage figure, or if more than one, the highest tonnage figure, appearing in Lloyd's Register of Shipping as the official gross registered tonnage of the vessel; "LOA" designation refers to the length overall of a vessel as reflected in Lloyd's Register of Shipping.
128	<b>HANDLING</b> (Effective: September 15, 2005)
	The service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle.
130	<b>HARBOR FEE</b> (Effective: September 15, 2005)
	The charge assessed against a vessel for use of the harbor and waterways of the port.
132	<b>HEAVY LIFT</b> (Effective: September 15, 2005)
	The service of providing heavy lift cranes or equipment for lifting cargo.
134	<b>HEAVY LIFT CARGO</b> (Effective: September 15, 2005)
	A single unit of cargo exceeding a weight of 75,000 pounds.
136	<b>LINER SERVICE</b>



	(Effective: September 15, 2005)
	Vessels making regularly-scheduled calls for the receipt and delivery of cargo or passengers at this port.
138	<b>LOADING OR UNLOADING</b> (Effective: September 15, 2005)
	The service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, or any other means of conveyance to or from the terminal facility. All loading and unloading rates contained in this tariff are exclusive of any securing, blocking and/or bracing required to be performed by the cargo handling permittee.
140	<b>MARGINAL TRACKS</b> (Effective: September 15, 2005)
	Railroad tracks on the wharf apron within reach of ship's tackle.
142	<b>POINT OF REST</b> (Effective: September 15, 2005)
	The area of the terminal facility which is assigned for the receipt of inbound cargo from the ship and from which inbound cargo may be delivered to the consignee and that area which is assigned for the receipt of outbound cargo from shipper for loading of vessel.
144	<b>PORT DIRECTOR</b> (Effective: September 15, 2005)
	As used in this tariff, the term port director includes the port director's duly-authorized representative.
146	<b>PORT OF PENSACOLA</b> (Effective: September 15, 2005)
	As used in this tariff, the term Port of Pensacola includes, when applicable, the City of Pensacola as the port's parent agency and/or the Pensacola City Council as the port's governing body.
148	<b>SAILING DATE; DATE OF SAILING; DEPARTURE DATE</b> (Effective: September 15, 2005)
	The date and time at which a vessel releases her final mooring line and is underway.
149	<b>SECURE RESTRICTED AREA</b> (Effective May 1, 2014)
	The area over which an owner/operator has implemented security measures for limited access and a higher degree of security protection.
150	<b>SHIPSIDE</b> (Effective: September 15, 2005)
	The location of cargo within reach of ship's tackle or in berth space, in accordance with the customs and practices of this port.
151	<b>STEVEDORE</b> (Effective: September 15, 2005)
	As used in this tariff, "stevedore" includes persons, firms, corporations, or other business entities and their subsidiaries engaged in the activity of loading and/or unloading commercial cargo vessels and/or barges, providing the organization, labor, equipment and necessary experience to load and unload said commercial cargo vessels and/or barges.

152	<p><b>STORAGE</b> (Effective: September 15, 2005)</p>
	<p>A charge assessed for providing storage in or upon designated areas of the wharves, transit sheds and terminal facilities owned or operated by the Port of Pensacola after expiration of free time.</p>
154	<p><b>STORAGE PERIOD</b> (Effective: September 15, 2005)</p>
	<p>A period of storage based on each 30 days or fraction thereof unless otherwise specified.</p>
156	<p><b>SWITCHING</b> (Effective: September 15, 2005)</p>
	<p>A charge made for the movement of cars within the switching limits of the terminal, made usually on a flat per car basis.</p>
158	<p><b>TERMINAL STORAGE</b> (Effective: September 15, 2005)</p>
	<p>The service of providing warehouse or other terminal facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after storage arrangements have been made.</p>
159	<p><b>TRANSPORTATION WORKER IDENTIFICATION CREDENTIAL (TWIC)</b> (Effective: September 15, 2005)</p>
	<p>A government issued, biometric, photo identification card issued to qualified individuals only after a criminal background check has been completed. This card is required for any individual to gain unescorted authorized access to the secure areas of a vessel or facility regulated by 33 CFR 101-105.</p>
160	<p><b>TON</b> (Effective: September 15, 2005)</p>
	<p>Unless otherwise specified in individual tariff items, the term ton as used in this tariff is equal to a short ton of 2,000 pounds or a measurement ton of 40 cubic feet, whichever results in the greatest revenue to the port.</p>
162	<p><b>UNITIZED CARGO</b> (Effective: September 15, 2005)</p>
	<p>Shipments of commodities – whether pre-palletized, skidded, crated, boxed or packaged – to permit free access of forklift tines.</p>
164	<p><b>USER</b> (Effective: September 15, 2005)</p>
	<p>A user of the terminal facilities owned, leased, and/or controlled by the Port of Pensacola shall include any vessel, consignor, consignee, beneficial owner of cargo, stevedore firm, or other person: (1) who uses any Port of Pensacola properties, facilities or equipment; or (2) to whom or from whom any service, work or labor is furnished, performed, done or made available by the Port of Pensacola at the port; or (3) who owns or has custody of cargo moving over the port.</p>
166	<p><b>VESSEL</b> (Effective: September 15, 2005)</p>
	<p>Every description of water craft or other artificial contrivance whether self-propelled or not self-propelled, used or capable of being used as a means of transportation on water and shall include in its meaning the owner thereof.</p>

168	<p>VOLUME RATES (Effective: September 15, 2005)</p>
	<p>Volume rates will be based on equal rates for equal volumes for all exporters or importers. Volume rates will be quoted upon request.</p>
170	<p>WHARF OR WHARVES (Effective: September 15, 2005)</p>
	<p>Any wharf, pier, quay, landing or other stationary structure to which a vessel may make fast or which may be utilized in the transit or handling of cargo or passengers and shall include other port terminal facility areas alongside of which vessels may lie or which are suitable for and are used in the loading, unloading, assembling, distribution or handling of cargo.</p>
172	<p>WHARF DEMURRAGE (Effective: September 15, 2005)</p>
	<p>A charge assessed against cargo remaining in or on terminal facilities after the expiration of free-time unless arrangements have been made for storage.</p>
174	<p>WHARFAGE (Effective: September 15, 2005)</p>
	<p>A charge assessed against any cargo passing or conveyed over, onto or under wharves or between vessels (to or from barge, lighter or water) when berthed at wharf or when moored in slip adjacent to wharf. Wharfage is due even if cargo is not handled to or from a vessel, and whether or not the wharf is used. Wharfage does not include charges for any other services.</p>

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190	EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS USED IN TARIFF (Effective: September 15, 2005)	
	\$	Dollars
	%	Percent
	BBL	Barrel
	(C)	Change in wording resulting in neither an increase nor reduction in charges
	Cont'd	Continued
	Cu. Ft.	Cubic feet
	CWT	Hundredweight
	DHS	U.S. Department of Homeland Security
	ETA	Estimated time of arrival
	ETD	Estimated time of departure
	FMC	Federal Maritime Commission
	FTZ	Foreign Trade Zone
	GRT	Gross registered ton
	GSMTC	Rate Adopted in Accordance with Official Action of the Gulf Seaports Marine Terminals Conference
	(I)	Increase in rate
	ISO	International Standardization Organization
	LBS	Pounds
	LOA	Length overall
	MIN	Minimum
	MISC	Miscellaneous
	MFB	Thousand board feet
	MT	Metric ton
	(N)	New item or addition
	NO	Number
	NOS	Not otherwise specified
	O/T	Other than
	(R)	Reduction in rate
	SFTB	Southern Freight Traffic Bureau
	Sq. Ft.	Square Feet
	UFC	Uniform freight classification
	USCG	United States Coast Guard
	Wt.	Weight

192	METRIC CONVERSION TABLES (Effective: September 15, 2005)		
	<u>TO FIND</u>	<u>GIVEN</u>	<u>MULTIPLY</u>
	Short Tons	Metric Tons	Metric Tons by 1.102
	Metric Tons	Long Tons	Long Tons by 1.016
	Long Tons	Metric Tons	Metric Tons by 0.984
	Kilos	Pounds	Pounds by 0.4536
	Pounds	Kilos	Kilos by 2.2046
	Cubic Meters	Measurement Tons	Tons by 1.133
	Measurement Tons	Cubic Meters	Cubic Meters by 0.883
	MFB's	Cubic Meters	Cubic Meters by 0.424
194	METRIC EQUIVALENTS (Effective: May 1, 2014)		
	<u>Measure</u>	<u>Metric Equivalent</u>	
	1 Pound	0.4536 Kilograms	
	1 CWT (US - 100 Pounds)	45.359 Kilograms or 0.04536 Metric Tons	
	1 CWT (British - 112 Pounds)	50.802 Kilograms or 0.0508 Metric Tons	
	1 Ton of 2000 Pounds	907.2 Kilograms	
	2 Metric Ton	1,000 Kilograms	
	1 Inch	2.54 Centimeters	
	1 Foot	0.3048 Meters	
	1 Yard	0.9144 Meters	
	1 Cubic Foot	0.0283168 Cubic Meters	
	40 Cubic Feet	113.27 Cubic Meters	
	1 Bushel Grain	27.216 Kilos	
	1 Barrel (US - 42 Gallons)	158.987 Liters	
	<u>Measure</u>	<u>English Equivalent</u>	
	1 Kilogram	2.2046 Pounds	
	1000 Kilograms	2204.6 Pounds or 1.1023 Short Tons	
	1 Centimeter	0.3937 Inches	
	1 Meter	39.37 Inches	
	1 Cubic Meter	35.314 Cubic Feet	
	1,000 Feet, Board Measure	83.333 Cubic Feet	
	1 Cubic Meter	423.792 Feet, Board Measure	

## Terminal Tariff 5-A

### SECTION TWO – GENERAL INFORMATION, RULES AND REGULATIONS

200a	<p><b>ACCESS - TO HARBOR</b> (Effective: September 15, 2005)</p>
	<p>Notwithstanding any other provision of this Tariff, the Port Director may refuse entry of any vessel to the Port of Pensacola when, in his discretion, such refusal shall be in the best interest of the Port of Pensacola.</p>
200b	<p><b>ACCESS - TO PORT PROPERTY</b> (Effective: July 1, 2019) (C)</p>
	<p>The Port of Pensacola is designated as a “Secure Restricted Area,” which includes all land, facilities, buildings and offices; open and covered cargo-storage areas; cargo sheds; all docks, including their entry and exit ways; all equipment, machinery, railroad right-of-ways, and roadways which are owned, controlled or operated by the Port. In effect, the “Restricted Area” is all property south of the main entrance to the port located on Barracks Street.</p> <p>Access Control Policies for the Port of Pensacola are developed in accordance with federal guidelines, and any amendments to these laws. The Port of Pensacola Seaport Security Plan establishes all guidelines for access to the “Secure Restricted Area.” This plan is maintained by the Seaport Security Administrator.</p> <p>All STEVEDORES, FREIGHT HANDLERS, INDUSTRIAL VENDORS, PEDDLERS, CASUAL VENDORS, DAY LABORERS, and SHIPS' CREW MEMBERS AND OTHER SEAGOING PERSONNEL are subject to access control procedures identified in the Seaport Security Plan.</p> <p>"Industrial vendors" includes vessel agent; line-handling contractors, ship chandlers; fuel and bunkering merchants servicing vessels; radio- and related electronic-repair firms servicing vessels; ship-repair firms; certified for-hire motor carriers of property and passengers, including licensed taxicabs; non-profit maritime support organizations; and, construction contractors.</p> <p>It shall be unlawful for any person or firm to conduct or carry on any business activity on Port of Pensacola property without first obtaining the necessary licenses from the City of Pensacola.</p> <p><u>TWIC &amp; TWIC ESCORT POLICY:</u></p> <p>In accordance with U.S. Coast Guard regulation 33 CFR 101.514, all persons requiring unescorted access to secure restricted areas of facilities regulated by the USCG must possess a Transportation Worker Identification Credential (TWIC) before such access is granted. Persons requesting access to Port of Pensacola facilities who do not have a TWIC must make advance arrangements for escorting by a person holding a valid TWIC who has been approved for access to Port facilities and who has been granted escorting privileges. Such escorting must be side-by-side for the duration of the visit. Details of the current Port escort policy may be obtained from the Port Administration Office.</p> <p>Escorts by Port of Pensacola personnel may be provided when suitable personnel are available, and at the sole discretion of the Port, at a rate of \$50.00 per hour (or part) with a minimum charge of \$50.00 per individual escort. The Port of Pensacola makes no representation that escorts will be available or will be able to remain with persons requesting the service for the duration of their visit.</p>

Only checks, cash, or money orders are acceptable payment methods (billing/invoicing is not authorized).

RESPONSIBILITY FOR PERSONAL INJURY, DEATH, OR LOSS  
AND DAMAGE TO PERSONAL PROPERTY:

Except for personal injury, death or loss and damage to personal property caused by its own liability, the Port of Pensacola will not be responsible for personal injury, death or loss and damage to personal property of persons granted permission to enter upon Port property as provided in this ITEM. Persons who are granted permission to enter upon Port property as provided in this ITEM agree to defend, indemnify and save harmless the Port of Pensacola from and against all losses, claims, demands and suits for losses and damages to property, death and personal injury, including court costs and attorney's fees, incident to or resulting from their entry upon Port of Pensacola property.

OPERATION OF MOTOR VEHICLES ON PORT PROPERTY:

Vehicular Access Control procedures are outlined in the Port of Pensacola Seaport Security Plan, which is maintained by the Seaport Security Administrator.

If, in the judgment of the Port, the use, driving, operation or parking of a vehicle does, will or could interfere with the efficient or safe operations of Port property, designated Port representatives, including Port security personnel, may order such vehicle or vehicles out of the area of interference or off Port property. The Port may order the removal of vehicles not in compliance with this provision with all towing and storage at owner's' expense.

Certain areas have been or may be designated for parking and are or will be so marked. Automobiles or other vehicles must park in these areas.

No owner or driver of any automobile, truck, trailer or other vehicle shall allow same to remain parked on any wharf, apron or dock, parking lot or in any approach to same, for a period longer than reasonably necessary to load or unload cargo or passengers.

No vehicles shall be driven closer than 100 feet to any vessel handling flammable cargo or materials without specific permission from the Port Director.

SEARCHES:

All vehicles entering the Port are subject to search.

ENTERING the Port: If the driver of a vehicle refuses to permit a search, access will be denied.

EXITING the Port: If the driver of a vehicle refuses to permit a search, local law enforcement will respond and conduct the search. The individual will also be placed on the "Revocation Roster" and banned from accessing the Port for a time specified by the Port Director.

PROHIBITED ITEMS:

	<p>Except as otherwise provided herein, all persons entering upon Port property may not be in possession of the following items, for whatever reason, while on Port property: firearms of any type (subject to the provisions of Florida Statute 740.06), or any other items considered to be dangerous weapons; alcoholic beverages; illegal drugs, narcotics or illegal controlled substances. Persons found to be in possession of any of these restricted items may be subject to arrest and/or the prohibited items confiscated by proper authority.</p> <p>EXCEPTIONS:</p> <ul style="list-style-type: none"> <li>• <b>FIREARMS:</b> Port security personnel, civil law enforcement personnel and federal government personnel required to carry firearms in the official performance of their duties may do so while on Port property.</li> <li>• <b>ALCOHOLIC BEVERAGES:</b> With regard to the respective definitions provided by Florida Statutes, Chapter(s) 561.01 and 561.02. Vessel crewmembers are authorized to bring alcoholic beverages aboard the respective vessel, provided that the Master/Captain of the respective vessel, or their designated authorized representative has communicated authorization to the Port Director, or designee. Additionally, the Port Director may approve alcoholic beverages to be on premise for certain special events or for tenant's private use. In the case of special events, Special Event Insurance with Liquor Liability Coverage may be required, if applicable. At no time may alcoholic beverages be sold on Port without Port Director approval.</li> </ul>
200c	<p><b>ACCESS - TO RECORDS</b> (Effective: September 15, 2005)</p>
	<p>All users of the Port of Pensacola facilities and waterways shall be required to permit access to their files, manifests of cargo, transportation documents, charter parties, contracts of affreightment, and all other documents for the purpose of audit, determining fulfillment of vessel obligations and compliance with Port Tariff requirements, and for ascertaining the correctness of reports filed, documents furnished, and assessment of published charges. Any such information so acquired shall not be disclosed to any unauthorized person other than a member of the Port of Pensacola or its staff in carrying out official duties.</p>
201	<p><b>ADMINISTRATION</b> (Effective: September 15, 2005)</p>
	<p>The administration, operation, maintenance and development of the Port of Pensacola are under the direction and control of the Port Director, but certain operating responsibilities have been delegated to stevedore firms.</p>
202	<p><b>ANCHORAGE</b> (Effective: September 15, 2005)</p>
	<p>Pensacola Bay offers a safe natural harbor with good holding ground.</p>
203	<p><b>ANCHORAGE, TURNING BASIN AND CHANNEL</b> (Effective: September 15, 2005)</p>
	<p>No person, firm or corporation, whether as principal, servant, agent, employee or otherwise, shall anchor any vessel in the Port of Pensacola, except in cases of emergency.</p>
205	<p><b>BERTH ASSIGNMENTS</b> (Effective: May 1, 2014)</p>
	<p>No vessel (vessels in duress or distress accepted) shall enter the Port of Pensacola without having first made assignment and without such assignment having been granted. Applications for berth assignment</p>



must specify arrival and departure times and dates and the nature and quantity of freight, if any, to be loaded or discharged. The Berth Application Request should be made in as far advance as practical, but not less than 72 hours prior to the time of docking. All vessels must provide a firm 24-hour Estimated Time of Arrival (ETA).

The Port of Pensacola requires that all ships be represented by an agent, owner or charterer of the vessel. All agents requesting berth space for a vessel and or representing a vessel while it is in the Port must be approved by the Port of Pensacola.

As part of its application for berth, the vessel, its owners or agents shall advise the Port of Pensacola of the PROTECTION AND INDEMNITY ASSOCIATION (P & I CLUB) which affords the vessel indemnity coverage, as well as the name and telephone number of the local legal representative thereof who is knowledgeable with regard to such coverage.

Any vessel that does not conform with the 72-hour berth application or the 24-hour ETA requirements and such vessel conflicts with berth assignments previously made may be assigned to an alternate berth or, alternatively, await the vacancy of a preferred berth.

All working vessels--including coastwise or foreign sea-going barges; but not including internal barge movements--will be assigned berth facilities by the Port Director on a "first-come, first served" basis.

At the sole discretion of the Port Director, when there is no congestion or threat of congestion, vessels not engaged in commerce may make application to the Port Director for a berth; specifying the date and time of arrival, sailing date and all such vessels are subject to all applicable port rules, regulations and charges.

Should such vessels not have a licensed agent, the Port may at its discretion act as the vessel's temporary agent and assign agent's fee in the amount of \$150.00 for each 30-day period, in addition to the dockage charge.

Additionally, the Port Director reserves the right to assign berths for the best utilization of the Port facilities.

The Port Director reserves the right to refuse entry to any vessel carrying explosives or hazardous cargo or determined to be hazardous or not in seaworthy condition.

No vessel will be allowed to remain idle in berth if other vessels are awaiting berthage and prepared to work; except as otherwise provided for in existing leases or agreements.

ALL DECISIONS OF THE PORT DIRECTOR ARE FINAL.

206	<p><b>BONDED STORAGE</b> (Effective: July 1, 2019) (C)</p>
	<p>Bonded storage can be made available at the Port of Pensacola through prior arrangement with <del>the Port Director</del> a licensed general cargo stevedore.</p>
208a	<p><b>CARGO- ARRIVING AT THE PORT OR DEPARTING FROM THE PORT IN RAILCARS</b> (Effective: September 15, 2005)</p>
	<p>Within twenty four (24) hours of the departure of cargo via rail bound for the Port of Pensacola, the shipper or consignee must provide written notification to the Port Director or his designee of the car numbers, car contents and estimated time of arrival of the cargo at the Port. All shippers or consignees shall be required</p>

	<p>to furnish and/or permit access to any electronic railcar tracking files or programs for cargo destined for the Port of Pensacola by rail.</p> <p>If upon arrival at the Port, there is insufficient space in the Port facilities to handle the cars, or for other reasons the receipt of such railcars will interfere with Port operations, the railcars shall be held at the terminating rail carrier's rail yard subject to demurrage payable by the shipper/consignee/vessel or agent thereof.</p> <p>Railcars with cargo arriving at the Port before the scheduled arrival date, as supplied by the shipper or consignee, will be handled on a space-available basis only. The Port of Pensacola reserves the right and privilege to hold such railcars out of the Port until the scheduled arrival date, with all demurrage for the account of the shipper/consignee.</p> <p>It is the obligation of the shipper/consignee to arrange for space allocation with the Port of Pensacola and for loading/unloading of cargo (freight handling) with their designated freight handler prior to shipping of cargo.</p>
208b	<p><b>CARGO - CONDITIONS GOVERNING RECEIPT, PLACEMENT AND HANDLING</b> (Effective: September 15, 2005)</p>
	<p>The Port of Pensacola does not engage in the warehouse/storage business. Transit sheds and open terminal facilities are provided only for the temporary placement of waterborne cargo prior to final disposition and for the assembling and expediting of waterborne commerce at the Port of Pensacola. The acceptance of cargo is at the option and discretion of the Port Director and application for space and handling must be made in advance of the arrival of the cargo and vessel. No cargo will be received or handled without consignment to a specific vessel booked for berthing at the terminal facilities. Any cargo left in or on Port of Pensacola terminal facilities or premises in excess of free time will be subject to storage charges in addition to any other charge published herein. The Port Director reserves the right to order cargo sent to a commercial storage facility at the expense and risk of the owner (reference <a href="#">ITEM 209</a>).</p>
208c	<p><b>CARGO- HANDLING, RECEIPT AND DELIVERY</b> (Effective: September 15, 2005)</p>
	<p>Without preference or discrimination, and in order to promote the orderly receipt and dispatch of railcars and trucks, the Port reserves the right to control the loading and unloading of all cargo handled on Port facilities, and the rates to be charged. With the exception of the shunting of railcars within the Port facilities after initial placement and prior to pick up for removal from the Port, all handling of cargo on the Port will be performed by general-license stevedores or freight handlers which have been issued a franchise to operate at the Port of Pensacola and selected by the shipper, consignee or vessel.</p> <p>Specific warehouse space and outside storage space will be assigned by the Port for scheduled cargo and leased space. Freight handling maximum rates are governed by the Port. Lower handling rates than those published in this Tariff may be negotiated with the designated freight handler. As per the provisions of <a href="#">ITEM 246 (5)</a>, billing for freight handling charges will be the responsibility of the general-license freight handler.</p> <p>Only the Port may shunt railcars (switch cars after initial placement by rail carrier and before pickup by rail carrier for removal from Port) within Port facilities. See <a href="#">ITEM 426</a> for governing terms and charges. Shippers, consignees and freight handlers may not shunt railcars within Port facilities.</p>
208d	<p><b>CARGO – HEAVY LIFT</b></p>

	(Effective: September 15, 2005)
	Any single unit of cargo exceeding 75,000 pounds shall be considered a heavy lift cargo and shall be assessed port costs associated with each project. Rates shall be quoted on a case by case basis, as determined by the Port Director.
208e	<b>CARGO – NON-WATERBORNE</b> (Effective: September 15, 2005) (I)
	Cargo delivered to the Port of Pensacola by any means of conveyance other than waterborne transportation and placed in or on Port of Pensacola-owned or operated land or facilities which are not re-shipped from the Port of Pensacola by waterborne transportation will be assessed wharfage, handling and storage charges. No free time will be allowed and full charges will be billed for each day the cargo is in or on Port of Pensacola property or facilities beginning with the day the cargo arrived and including the day it is removed unless said charge is waived by the Port Director.  The storage charge for non-waterborne cargo is <u>\$1.50</u> per ton per day.
208f	<b>CARGO – OR FREIGHT LIKELY TO DAMAGE OTHER CARGO OR FREIGHT</b> (Effective: September 15, 2005)
	Any freight or cargo likely to damage other freight or cargo will be transferred to another location on the terminal facilities or to private facilities at the risk and expense of the owner if so determined by the Port Director. Prior notification to the owner, agent or forwarder will not be required if time is of the essence to protect the other freight or cargo from damage or contamination.
208g	<b>CARGO - RESPONSIBILITY FOR</b> (Effective: September 15, 2005)
	Export cargo, while on terminal facilities, is in the care, custody and control of its owner, owner’s agents and/or shipper/consignee/supplier.  Import cargo, while on terminal facilities is in the care, custody and control of the vessel, the consignee, its agents, importer or agents of importer thereof and full responsibility for forwarding rests with one or the other of these parties.
208h	<b>CARGO – SCHEDULING MOVEMENT THROUGH THE PORT</b> (Effective: September 15, 2005)
	All cargo moving through the Port facilities and arriving via rail, truck or vessel must be scheduled in advance with the Port Director or his designee. Cargo is “scheduled” when the shipper or consignee advises the Port Director, or his designee, of the type and volume of cargo, the mode of transport to the Port with the expected date of arrival, and receives the consent of the Port Director or his designee, to move the cargo through the Port as scheduled. Unscheduled cargo movements will be handled on a space-available basis only, and at the option of the Port Director without recourse on the part of the shipper/consignee against the Port (see <a href="#">ITEM 208a</a> ).  No export cargo will be scheduled or received at the Port without consignment to a specific vessel scheduled for berthing at the terminal facilities or without a shipping date established and approved by the Port Director. No export cargo may be consigned to the Port, unless merely as a “care-of” agent for the consignor, consignee, vessel, beneficial owner of the cargo or other person. The Port has the right to seek proof from a shipper or consignor of export cargo that compliance with this requirement has been or is being met.

	<p>All export cargo is scheduled with the full understanding and agreement of the shipper/consignee that the vessel fixed or nominated to lift such cargo will be ready, willing and able to do so within cargo free-time rules and regulations applicable under this Tariff. When vessels fail to lift cargo on schedule, the shipper, consignee or vessel, or agents thereof, will be responsible for any resulting demurrage and detention charges and will indemnify and hold harmless the Port against any such demurrage and detention charges and related costs and expenses, including attorney’s fees and court costs.</p>
208i	<p><b>CARGO - DISPOSITION OF UNDELIVERED</b> (Effective: September 15, 2005)</p>
	<p>The Port of Pensacola shall have a lien on the cargo, goods or other personal property stored or located on premises owned by the Port. The Port of Pensacola reserves the right, at its option, to sell said cargo, goods or other personal property whenever the payment for charges assessed by the Port is delinquent or the items are unclaimed for a period in excess of 3 months. When enforcing the terms of this ITEM, the Port of Pensacola shall:</p> <ol style="list-style-type: none"> <li>1. Give notice by registered or certified mail to the person last known by the Port of Pensacola to claim an interest in the cargo, goods, or other personal property.             <ol style="list-style-type: none"> <li>a. Said notice shall include a description of the goods, a statement of the claim, and a demand for payment within a specified time and must state that the goods will be sold at a specified date, time and place if the claim is not paid within the specified period.</li> </ol> </li> <li>2. Satisfy its lien from the proceeds of the sale.</li> </ol>
209	<p><b>CARGO STATEMENT REQUIRED</b> (Effective: September 15, 2005)</p>
	<p>The owner, agent, operator or Master (or the importer, exporter, freight forwarder, customs house broker, shipper or its agent) of any vessel loading or discharging cargo shall furnish to the Port of Pensacola within 4 days after the sailing of each vessel a certified statement with a description of all cargo loaded aboard or discharged from said vessels. The Port of Pensacola may require such other information and data or documents as may be necessary to ensure correct assessment of terminal charges and to develop statistical records.</p>
210	<p><b>CARGO STATEMENT/SHIPS' MANIFESTS</b> (Effective: July 1, 2019) (N)</p>
	<p>All users of Port of Pensacola facilities including but not limited to steamship agents, steamship lines, shippers, stevedores, freight handlers, barge lines, importers, exporters, and/or their agents or assignees, shall, upon arrival (Import)*, or not later than 10 working days (Export) after departure, furnish the Port of Pensacola with (1) a manifest, and (2) a Load List (Export Only – must be submitted with, or in conjunction with, the manifest by the party responsible for compiling the information) or (3) a Cargo Discharge Receipt (Import Only - must be submitted with, or in conjunction with, the manifest by the party responsible for compiling the information) containing data sufficient to assure the correct assessment of charges and information necessary to maintain statistical records. At a minimum, submitted documents must include a description of the cargo; weight, board feet or number of units, whichever is applicable; shipper or consignee details (exports); receiver or consignee details (imports); and any and all other information the Port of Pensacola deems necessary.</p> <p><b>Failure to submit required documents in accordance with the stated deadlines may result in assessment of a Documentation Delinquency Penalty of \$100 per day for each day the documentation is delinquent.</b></p>

	* AMS Manifest does not substitute this requirement.
211	<b>CHANGE OF LOCATION OF VESSELS</b> (Effective: September 15, 2005)
	Whenever it is deemed necessary that any vessel be moved, or its position changed, in order to facilitate navigation and commerce or for the protection of other vessels or property, the Port Director may order and enforce the removal or shifting of such vessel to such place as may be determined by the Port Director at the expense and risk of the vessel. Notice of such order shall be given to the Master of the vessel, or the person in charge of the vessel who shall take immediate steps to comply with the order, the Port Director may take the action necessary to cause the vessel to be moved as originally ordered.
212	<b>CHANGE OF OWNERSHIP</b> (Effective: September 15, 2005)
	The Port of Pensacola reserves the right to accept or reject a request for a change of title or ownership of cargo received or in storage at the Port of Pensacola for the purpose of invoicing a new owner.  All requests must be in writing, addressed to the Port Director. If the request is approved by the Port Director, it is with the full understanding that initial billing will be made to the new owner effective at the start of the next regular billing period and the original owner will be held responsible for payment of all charges should they not be paid by the new owner. All accrued charges must be paid to date by the owner-of-record prior to the transfer of title of ownership.
213	<b>COLLISION</b> (Effective: May 1, 2014)
	In the event of a grounding or a collision between two vessels or between a vessel and any wharf, dock, pier, or any structure owned by the Port of Pensacola, written report of such collision or grounding, shall within twenty-four hours, be furnished to the Port Director separately by the pilot and the master, owner or agent of said vessel, provided that in the case of a minor collision where a vessel is underway and proceeding to the open seas, there being no need of repair to Port facilities, vessel (s) or environmental resources, said report may be mailed by the master of such vessel from the next port which it enters, and provided further that in all cases of collision or grounding, report of an owner or agent shall not relieve the pilot of the duty of rendering his report within the specified time.
214	<b>COMPLIANCE WITH GOVERNMENTAL REGULATIONS</b> (Effective: September 15, 2005)
	All Port users shall comply with all governmental regulations, statutes, ordinances, rules and directives of any Federal, State, County or Municipal governmental units or agencies having jurisdiction over the Port of Pensacola or the business being conducted thereon and all rules and regulations now in effect or hereafter imposed by the Port of Pensacola shall be imposed uniformly against all businesses or industries located or providing services at the Port of Pensacola.  If any Port user incurs any fines and/or penalties imposed by Federal, State, county or Municipal Authorities as a result of the acts or omissions of the Port user, its partners, officers, agents, employees, contractors, subcontractors, assigns, subtenants, or anyone acting under its direction and control, then the Port User shall be responsible to pay or reimburse the Port for all such costs and expenses.
215	<b>CRANE OPERATIONS ON PORT PROPERTY</b> (Effective: September 15, 2005)

	<p>Cranes with tractor lugs will not be permitted on Port property without proper protection of the pier, as provided to the satisfaction of the Port Director.</p> <p>Any and all safety rules and regulations pertaining to the operation of cranes must be observed at all times. The operation of a crane on Port property establishes verification by the owner thereof that the crane is suitable to perform the work for which it is hired and that the operator of such crane is qualified and competent to operate said crane in accordance with all applicable standards.</p> <p>Except as may be caused by the Port's own negligence, the Port of Pensacola shall not be responsible for any damages occasioned as a result of the operation of cranes on Port property. Crane owners/operators shall be considered users of the Port facilities and shall be bound by the provisions of <a href="#">ITEM 265b</a>, in addition to other applicable items contained in this Tariff. Cranes will not be permitted to remain on Port property overnight without the prior approval of the Port Director; nor are they permitted to block rail tracks or the movement of other wheeled vehicles.</p>
218	<p><b>DELIVERY ORDERS</b> (Effective: <a href="#">September 15, 2005</a>)</p>
	<p>All persons whomsoever (truck companies; rail carriers; owners; shippers; etc.) must present a written Delivery Order for each truck or railcar (or other) to be loaded at the Port of Pensacola. The Delivery Order should be on an order form or letterhead of the firm owning the cargo and it must be signed by an official of the company, or a person authorized to sign such orders. The Delivery Order must describe the cargo, the amount to be loaded, the ship, bill of lading, and the numbers and marks, if any. Any truck company, rail carrier, shipper, or others not having a written Delivery Order will not be permitted to load or leave the terminal premises without surrendering a copy of the order to the appropriate Port representative.</p>
219	<p><b>DEMURRAGE OR DETENTION</b> (Effective: <a href="#">September 15, 2005</a>)</p>
	<p>The Port of Pensacola is not responsible for any delays, detention or demurrage on railcars, vessels, or trucks.</p> <p>Parties responsible for ordering and/or scheduling vessels and railcars shall be responsible for the payment of rail demurrage which is caused by or arises out of, directly or indirectly, the ordering and/or scheduling of vessels and railcars, and such parties will indemnify and hold harmless the Port for any rail demurrage and related costs and expenses, including attorney's fees and court costs, caused by or arising out of such parties' ordering and/or scheduling of vessels and railcars.</p> <p>Nothing contained herein shall be deemed to exculpate or relieve the Port from liability for its own negligence. (Issued in compliance with FMC Regulation 46 CFR §525.2 (a)(1)).</p>
220	<p><b>DISCHARGING BALLAST, REFUSE OR SIMILAR OFFENSIVE MATTER</b> (Effective: <a href="#">July 1, 2019</a>) (C)</p>
	<p>No person, firm or corporation shall deposit, place or discharge into the waterways of the Port of Pensacola, either directly or through private or public sewers, any sanitary sewage, butchers' offal, garbage, dead residuum of gas, calcium carbide, trade wastes, tar or refuse, or any other matter which is capable of producing floating matter or scum on the surface of the water, sediment in the bottom of the waterways, hazards or obstructions to navigation or the odors and gasses of putrefaction.</p> <p>Vessels discharging pollutants into the waters of the Port of Pensacola will be reported to the</p>



	<p><del>Florida Marine Patrol and U.S. Coast Guard National Response Center (NRC) hotline at (800) 424-8802.</del> All matters relating to pollutant discharges shall be handled in accordance with applicable laws governing such discharge.</p> <p>Should any vessel cause pollution of any kind of character within the Port, the vessel shall have the first responsibility for taking effective corrective action. It shall be the responsibility of the vessel to have on hand, at all times, adequate personnel to eliminate or mitigate any contamination caused by pollutants being discharged into the waters of the Port of Pensacola. Any penalties imposed by the United States of America or the State of Florida upon the vessel, Master, person, firm or corporation shall be administered in accordance with applicable law.</p> <p>All vessels, firms and persons using the terminal facilities shall take every precaution practical to prevent pollution of the environment.</p> <p>Rules and regulations of the U.S. Coast Guard and any other Federal, State, County or City agency pertaining to pollution of any kind shall be applicable in addition to the rules and regulations set forth above.</p>
221a	<p><b>DOCKAGE - BASIS OF CHARGES</b> (Effective: September 15, 2005)</p>
	<ol style="list-style-type: none"> <li>1. Dockage shall be based on the overall length of the vessel as shown in LLOYD's REGISTER. If length is not shown in LLOYD's REGISTER the ship's Certificate of Registry showing length of vessel will be accepted.</li> <li>2. Vessels for which the overall length is not available in either LLOYD's REGISTER or the Certificate of Registry named in Paragraph 1 of this ITEM, shall be measured at the direction of the Port Director. When necessary to measure a vessel, the linear distance in feet shall be determined from the most forward point on the bow of the vessel to the aftermost part of the stern of the vessel.</li> <li>3. In computing dockage charges based on overall length of vessel, the following will govern in the disposition of fractions:             <ol style="list-style-type: none"> <li>a. Less than one-half foot (1/2'), discard. One-half foot (1/2') or more, increase to the next whole figure.</li> </ol> </li> <li>4. When a vessel is shifted directly from one wharf (berth) to another wharf (berth), the total time at such berths will be considered together in computing the dockage charge.</li> <li>5. Dockage rates are assessed each 24-hour period or fraction thereof.</li> <li>6. Unless advised to the contrary in advance of docking, dockage on river barges will be assessed against the owner of the cargo.</li> </ol>
221b	<p><b>DOCKAGE – DURATION</b> (Effective: September 15, 2005)</p>
	<p>The period of time upon which dockage will be assessed shall commence when the vessel is made fast to the wharf, pier, bulkhead structure, or bank or for mooring to a vessel so berthed, and shall continue until such vessel is completely free from and has vacated such facilities.</p>
221c	<p><b>DOCKAGE – UNAUTHORIZED</b></p>

	(Effective: September 15, 2005)
	Any vessel berthed in an unauthorized manner, unassigned berth or shifted without the approval of the Port Director shall be subject to payment of dockage in an amount equal to (3) three times the published rate. Such vessel may be moved at the Port Director's option to a properly designated berth without notice at the owner's risk and expense.
221d	<b>DOCKAGE – VESSELS EXEMPT FROM</b> (Effective: September 15, 2005)
	At the sole discretion of the Port Director, when there is no congestion or threat of congestion, vessels engaged in non-commercial exhibition, educational or training endeavors, owned or operated by charitable institution that qualify for exemption pursuant to the provision of the Internal Revenue Code and are accordingly exempt from taxes, may moor to public wharves free of charge, with advance approval.
222	<b>DOCK RECEIPTS</b> (Effective: September 15, 2005)
	At the time export outbound cargo is received at the pier facility, a dock receipt shall be issued evidencing receipt of the cargo. The receipt will show the date of receipt and shall identify the vessel on which the goods are to move.  The dock receipt is executed by the agent and/or its designated representative. All completed dock receipts must be delivered to the Port of Pensacola at the close of each business day.
224	<b>EMERGENCY SHIP MOVEMENT POLICY</b> (Effective: July 1, 2019) (C)
	<p>TO MASTERS, PILOTS, TOWBOAT COMPANIES, STEAMSHIP AGENTS, VESSEL OWNERS OR CHARTERERS AND ALL OTHER CONCERNED PARTIES:</p> <ol style="list-style-type: none"> <li>1. All vessels will provide wire ropes from the bow and stern with eyes that can be reached by tugs coming alongside. Pilots will make sure wires are in proper position before leaving the vessel.</li> <li>2. All vessels and/or vessel agents will immediately report any spillage of petroleum or chemical products on the wharf or on the water and the extent of such spill to the <b>U.S. Coast Guard National Response Center (NRC) hotline at (800) 424-8802. ,Florida Marine Patrol and the Port Director.</b> If spillage is considerable, all cargo operations within the port must stop immediately and vessels prepared to undock.</li> <li>3. All vessels will undock and proceed to anchorage or open sea when so ordered by the Port Director in the event of: <ul style="list-style-type: none"> <li>• A severe petroleum or chemical spill;</li> <li>• Fire discovered on board a vessel laden with petroleum, explosives, chemicals or other dangerous commodities;</li> <li>• Vessel in jeopardy due to conditions on shore;</li> </ul> </li> <li>4. Tugboats proceeding to a vessel laden with petroleum, chemicals, explosive or other dangerous cargoes and/or through a spill composed of such products floating on the water surface will stop all smoking on board, put out cooking fires, burners, pilot lights and extinguish all open lights or flames.</li> </ol>



5. Vessels discovering fire on board or on shore will sound repeated long whistle-blast signals and use every other available means to report the fire to shore side personnel. The Security Division of the Port of Pensacola monitors Channel 16 (156.8 MHz) for emergency calls.
6. Emergency vessel movements will be made with able sea watches and without waiting for the return of its other ship's personnel when necessary to protect live and property (reference [ITEM 288d](#)).

225

**ENVIRONMENTAL MATTERS**  
(Effective: October 20, 2009)

All persons and entities in possession of facilities at the Port of Pensacola pursuant to an agreement, lease, license or other arrangement with the Port or otherwise using the Port facilities shall comply with all federal, state, municipal and county laws, statutes, ordinances, codes, administrative orders, SWPPP (current Port version), rules and regulations and permits relating to environmental matters, storm water, and other pollution control applicable to the construction, occupancy and operation of said facilities. All such persons and entities shall furnish to the Port Director or his designee at the time same are filed, received, submitted or tendered, a copy of every permit application, permit, notice, order or other document sent to or received from any regulatory agency responsible for environmental matters, storm water, or other pollution control. All such persons and entities are prohibited from allowing, causing, condoning, licensing, permitting or sanctioning any activities, conduct or operations that enable or result in any pollutants, contaminants, hazardous materials or substances or other waste to be accumulated, deposited, placed, released, spilled, stored or used upon or under any portion of said facilities or adjacent waters contrary to or in violation of any of said laws, statutes, ordinances, codes, administrative orders, SWPPP (current Port version), rules, regulations or permits. All such persons and entities that violate this prohibition shall be solely responsible for any and all reporting, cleanup, remediation, fines and penalties in accordance with said laws, statutes, ordinances, codes, administrative orders, SWPPP (current Port version), rules, regulations or permits.

NATIONAL RESPONSE CENTER (NRC):  
(Effective May 1, 2014)

Oil and chemical spills entering or having the potential to enter navigable waters must be reported immediately to the NRC. Users are responsible for notifying the NRC of unauthorized releases and providing the Port's Spill Response Coordinator (SRC) with a copy of the incident report within 24 hours. The phone number for the NRC is: 1-800-424-8802.

226a

**FACILITIES – BERTHING**  
(Effective: July 1, 2019) (C)

The Port of Pensacola has 2,570 linear feet of berthing facilities as follows:

Berth #	Depth	Length	Apron	Rail	Use
1	33'	540'	100'	Yes	All Purpose
2	33'	398'	Open	Yes	All Purpose
3	33'	344.5'	Open	Yes	All Purpose
5	33'	507.5'	50'	Yes	<del>General—Cargo</del> All Purpose

	6	33'	580'	50'	Yes-No	General—Cargo All Purpose
	7	16'	200'	0	No	Dockage Only
226b	<p><b>FACILITIES – BUNKERING</b> (Effective: September 15, 2005)</p>					
	<p>None of the berths are equipped with pipeline-hose connections for bunker fuels. Bunker fuels may be delivered by barge or tank truck. No vessel will be permitted to take bunkers while cargo operations are being performed.</p>					
226c	<p><b>FACILITIES – DAMAGE TO</b> (Effective: July 1, 2019) (C)</p>					
	<p>All vessels, their owners or agents, stevedores and all other users of the Port terminal facilities will be held responsible for all damages to the facilities caused by or arising out of their use of such facilities. It is the responsibility of the users of the Port facilities to <u>immediately</u> notify the Port Director or his designated representative of damages to the facilities caused by or arising out of their use of such facilities and to confirm same in writing within three (3) working days. The Port of Pensacola will acknowledge the reported damages in writing, <b>either electronic or via letter</b>.</p> <p>Any damages to the Port facilities will be for the account of the vessel, its owner or agent, the stevedore, freight handler or other user of the terminal facility and repairs must be undertaken as expeditiously as possible with the prior approval of the Port Director. <b>The Port Director, or designee, shall review and approve all repairs in advance of repairs or construction beginning.</b> Responsible parties will be given up to thirty (30) calendar days from the date the damage occurred to initiate required repairs, after which the Port of Pensacola reserves the right to repair the damage on a cost basis plus 25% overhead. Failure to notify the Port of damages to the facilities will result in the cost of repairs of such damages plus 50%.</p> <p>Any damage caused by the vessel to the wharf or any installation or equipment which is the property of the Port of Pensacola, whether it be through incompetence or carelessness on the part of the Pilot or Officer of the ship carrying out operations or for any other reason, shall be the responsibility of the master and the owner of the ship causing the damage. The Port of Pensacola shall be able to detain the ship until it has received satisfactory guarantee for payment of the amount of damage caused or a reasonable estimate thereof.</p>					
226d	<p><b>FACILITIES – SPACE ASSIGNMENTS</b> (Effective: July 1, 2019) (I) (N)</p>					
	<p>The Port Director has the authority to grant nonexclusive space assignments for use of harbor lands to assignees on the following terms and conditions.</p> <p>Space assignments are granted on the Port’s standard space assignment forms and shall describe the area granted. Leased areas are excluded from Space assignment requests. See <a href="#">ITEM 243</a> for Lease Information.</p> <p>Short Term Operating Agreements (STOA’s) may be exempt from the minimum charge and negotiated with the Port Director, but the Space Assignment Request must still be on file with Port Operations.</p> <p>General license stevedores shall be required to submit the required space assignment forms for allocation of space to their transient cargo operations. However, transient cargo evoking free time shall not be eligible for the space assignment rates noted below and shall, instead, be subject to Storage Charges as outlined in <a href="#">ITEM 436b</a> after expiration of free time.</p>					

Space assignments will be issued in thirty (30) day periods. Upon application and if conditions and circumstances warrant, one or more renewals for an additional thirty (30) days or longer or shorter period may be granted.

If a space assignment exceeds 30 days or is revoked by the Port Director, charges will be prorated on a daily basis.

Charges for space assignments are:

Type of Area	Cents per Sq. Ft. (Per 30-day Period)
Covered Area - On Dock	<del>\$ 0.40</del> \$ 0.45
Covered Area - Off Dock	<del>\$ 0.30</del> \$ 0.35
Uncovered Area	<del>\$ 0.20</del> \$ 0.25
Minimum Charge	<del>\$360.00</del> \$375.00

All other applicable tariff charges shall also be paid. Charges shall begin to accrue on the day the space assignment is made available for assignee's occupancy.

An electrical power surcharge may be levied on the above charges at the discretion of the Port Director after reviewing the proposed use of the space. The rate shall be agreed to in advance of any party occupying approved space.

Property placed in a space assignment area shall be stored, stacked, palletized, or high piled in accordance with customary and operational safety procedures. The Port Director has the right to examine and review all property placed on Port premises under a space assignment.

The grant of such assignment shall not interfere with the prompt loading or unloading of vessels.

226e **FACILITIES - TRANSIT CARGO SHEDS**  
(Effective: July 1, 2019) (C)

The Port of Pensacola owns ~~412~~ 457,000 square feet of transit cargo storage facilities as follows, some of which may be committed to private usage through lease, contract or other obligation from time to time.

Subject to [ITEM 208b](#) and to space availability based on prior commitments, the Port of Pensacola assigns general cargo moving through the Port to storage facilities on a first-come-first-served basis.

Use of facilities marked with an asterisk (\*) involves special circumstances. Contact Port Administration at 850.436.5070 for details.

Facility	Sq. Ft.
Warehouse No. 1	72,000 sq. ft. (leased)
Warehouse No. 4	45,000 sq. ft.
Warehouse No. 5	72,000 sq. ft.
Warehouse No. 6	90,000 sq. ft. (leased)
Warehouse No. 8	83,000 sq. ft.

	Warehouse No. 9	40,000 sq. ft. <del>(leased)</del> (*)								
	Warehouse No. 10	55,000 sq. ft. (*)								
228a	<p><b>FREE TIME - COMPUTATION OF</b> (Effective: July 1, 2019) (C)</p> <p>The free time allowed for assembling export shipments shall commence at 0700 hours on the day after said cargo or each portion thereof (i.e. each truck or railcar) is received at the terminal facility and it shall terminate at <del>1859</del> 2359 hours on the final day of free time allowed.</p> <p>The free time allowed for removal of import shipments shall commence at 0700 hours on the day following the day the vessel completes discharging and it shall terminate at 1859 hours on the final day of free time allowed.</p> <p>The Port Director reserves the right to grant extensions of free time to regular and/or high volume shippers on a case-by-case basis when space availability permits.</p> <p>The time cargo is held in railcars (under demurrage rules) will be deducted from the free time allowed for said cargo, when railcars are held at the direction of the Port Director (reference <a href="#">ITEM 208i</a> for additional information).</p>									
228b	<p><b>FREE TIME - DISPOSITION OF CARGO AFTER EXPIRATION OF</b> (Effective: September 15, 2005)</p> <p>Cargo remaining on terminal premises after the expiration of free time (reference <a href="#">ITEM 228a</a>, <a href="#">228c</a> and <a href="#">228d</a>) and cargo shut out at clearance of vessel from berth (reference <a href="#">ITEM 271</a>) may, at the discretion of the Port Director, be allowed to remain where situated, be piled or re-piled to make space; be transferred to other locations or terminal premises; or, be removed to public or private warehouse with all expenses and risk of loss and/or damage for the account of the owner, agent, consignee or carrier. In any event, the agent for such cargo will be responsible for payment of all expenses regardless of when payment is received by them from the owner, consignee or carrier.</p> <p>All such cargo remaining on Port property will be assessed storage charges in accordance with the applicable rates published in this Tariff.</p>									
228c	<p><b>FREE TIME</b> (Effective: July 1, 2019) (C)</p> <p>Except as otherwise provided, the free time allowed for assembling export cargo shipments or removing import cargo shipments, inclusive of Saturdays, Sundays and Legal Holidays, shall be as follows:</p> <table border="1" data-bbox="245 1514 1533 1709"> <thead> <tr> <th>Shipment Type</th> <th>No. Days</th> </tr> </thead> <tbody> <tr> <td>Exports</td> <td>30</td> </tr> <tr> <td>Imports</td> <td>30</td> </tr> <tr> <td>Transshipment</td> <td>30</td> </tr> </tbody> </table> <p>Upon expiration of the free-time period, storage charges (as provided elsewhere in this Tariff) will be assessed or, at the option of the Port Director, cargo may be removed to private storage facilities at the expense and risk of the owner.</p>		Shipment Type	No. Days	Exports	30	Imports	30	Transshipment	30
Shipment Type	No. Days									
Exports	30									
Imports	30									
Transshipment	30									

	<p>NOTE: Shipments handled direct from shipside to railcars or trucks, or vice versa, shall not be entitled to free time.</p> <p>NOTE: Shipments not properly booked with the Port Director in advance in accordance with <a href="#">ITEM 209</a> shall not be entitled to free time specified herein.</p> <p><del>NOTE: No free time is allowed for cargo in railcars on demurrage. Storage charges for cargo in railcars on demurrage are:</del></p>												
	<table border="1"> <thead> <tr> <th><u>Storage Charge</u></th> <th><u>Measurement</u></th> <th><u>Length of Time</u></th> </tr> </thead> <tbody> <tr> <td>\$0.10</td> <td>CWT</td> <td>per day for first 4 days</td> </tr> <tr> <td>\$0.15</td> <td>CWT</td> <td>per day for succeeding 2 days</td> </tr> <tr> <td>\$0.20</td> <td>CWT</td> <td>per day thereafter</td> </tr> </tbody> </table>	<u>Storage Charge</u>	<u>Measurement</u>	<u>Length of Time</u>	\$0.10	CWT	per day for first 4 days	\$0.15	CWT	per day for succeeding 2 days	\$0.20	CWT	per day thereafter
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228d	<p><b>FREE TIME - AND STORAGE DURING WORK STOPPAGE OR INTERRUPTION</b> (Effective: September 15, 2005)</p>												
	<p>In the event of a work stoppage that prevents the loading and/or unloading of vessels, the following will apply:</p> <ol style="list-style-type: none"> <li>Free time will cease at 0700 hours on the day after a work stoppage occurs. Free time will commence or resume at 0700 hours on the day after a work stoppage officially ends.</li> <li>Cargo on hand will be assessed storage charges prorated for that period of time of the work stoppage. Credit for unused time will be deducted from storage charges.</li> <li>Cargo received during a work stoppage will be received on a space-available basis only. Storage charges will commence immediately and free time will begin at 0700 hours on the day following the day of the termination of the work stoppage.</li> <li>When the terminal facilities reach maximum capacity for efficient operations and Port safety, rail and truck operations will cease, with demurrage accruing for the account of the shipper.</li> </ol> <p>The Port Director may waive storage charges per this ITEM if cargo is removed within ordinary free time allowed.</p>												
228e	<p><b>FREE TIME – NON WATERBORNE CARGO</b> (Effective: May 1, 2014)</p>												
	<p>Per <a href="#">ITEM 208e</a>, <u>no</u> free time is allowed on non-waterborne cargo and full charges will be billed for each day the cargo is in or on Port of Pensacola property or facilities beginning with the day the cargo arrived and including the day it is removed unless said charge is waived by the Port Director.</p>												
230	<p><b>FUMIGATION REQUIREMENT</b> (Effective: September 15, 2005)</p>												
	<p>Bagged agricultural products that remain in transit sheds for a period of 45 days must be fumigated at that time; and again after each 45-day period thereafter, as long as the cargo remains in the transit sheds.</p> <p>All expense of fumigation will be for the account of the cargo owner, shipper, consignee, or whomever has care, custody and control of the cargo.</p>												

	If fumigation is not performed as required herein, the Port reserves the right to fumigate such bagged agricultural products and will bill the cargo owner, shipper, consignee, or whomever has care, custody and control of the cargo for the cost therefore.
232	<b>GENERAL RESTRICTIONS AND LIMITATIONS</b> (Effective: September 15, 2005)
	Under application of this Tariff, the Port of Pensacola is not obligated to provide storage for cargo that has not been scheduled with the Port Director, or which has not been transported by water to or from the Port or terminal facilities; nor is it obligated to provide facilities beyond reasonable capacity.
233	<b>GROUND RUBBER TIRE ADDITIVES</b> (Effective: September 15, 2005)
	The use of Ground Rubber Tire (GRT) Additives in the processing and/or production of asphalt and other materials is strictly prohibited on Port property and on or in Port facilities.
234	<b>GUNS; EXPLOSIVES; OTHER HAZARDOUS COMMODITIES</b> (Effective: September 15, 2005)
	Explosives and hazardous or highly-flammable commodities or material may be handled over, under, or received on the wharves or other terminal facilities of the Port of Pensacola only by special arrangement with and at the option of the Port Director. The receiving, handling or storage of such commodities shall be subject to Federal, State, Municipal, County and City of Pensacola laws, ordinances, rules and regulations.  The agent or charterer of a vessel is responsible for informing the Port Director whenever a vessel plans to load, discharge or is transporting as in transit cargo any manifested cargo classified as a gun, firearm, deadly weapon, explosives, and ammunition, flammable or hazardous commodity. No action to load or discharge such cargo shall be taken without approval of the Port Director in advance. Detailed information as to the description, packaging and stowage location of explosives, flammable and hazardous materials must be provided to the Port of Pensacola to enable planning for fire protection and security watches necessary for these items.
235	<b>HARBOR CHANNEL</b> (Effective: September 15, 2005)
	The entrance to the main channel to Pensacola Bay is by the Caucus Channel. The channel is 500' wide at its seaward end and dredged to 35'. The approach channel to the Port of Pensacola, 300' wide with a control depth of 33', intersects Pensacola Bay in a generally northeasterly direction. The distance from sea buoy to pier is 11 miles.
236	<b>HARBOR SAFETY</b> (Effective: September 15, 2005)
	<ol style="list-style-type: none"> <li>1. Minimum bottom clearance shall be established by the Harbor Pilot prior to vessel entry of departure in consideration of weather conditions, tidal stage, vessel equipment and time of day.</li> <li>2. All vessels shall establish radio communication with the Port of Pensacola prior to entry or departure and no vessel shall be permitted to enter, leave or shift berths in the Port of Pensacola jurisdictional area without the authorization of the Port Director or his duly-authorized representative.</li> </ol>

	<p>3. All heavy oil transfer operations to or from a vessel with a heavy oil storage capacity greater than 10,000 gallons shall be required to adequately boom or seal off the area between the vessel and the dock, bulkhead or land during transfer or bunkering operations.</p> <p>4. All vessels with a storage capacity to carry 10,000 gallons or more of pollutants as fuel and cargo shall maintain an adequate written ship-specific spill prevention and control contingency plan, <b>and have on board a “discharge officer” designated in the plan.</b></p> <p>Published pursuant to Chapter 313.23; Chapter 376.07 and 376.071, Florida Statutes, as amended in 1990.</p>														
237	<p><b>HOLIDAYS – LIST OF</b> (Effective: July 1, 2019) (C)</p>														
	<p>When reference is made in this Tariff to "legal holidays," it means <b>those days listed below, which are observed as holidays by the City of Pensacola and on which Port Administration will be closed. Holidays marked with an asterisk (*) denote holidays observed by the Port’s licensed stevedores and on which vessel and cargo operations are conducted by special arrangement only. Holidays marked with a double asterisk (**) denote holidays observed by the Port’s licensed stevedores which are not observed by the City of Pensacola and on which Port Administration is open.</b></p> <table border="1" data-bbox="251 829 1534 1155"> <tr> <td colspan="2" data-bbox="251 829 1534 892"><b>Holidays – 12 Total</b></td> </tr> <tr> <td data-bbox="251 892 909 934">New Year's Day (*)</td> <td data-bbox="909 892 1534 934">Labor Day (*)</td> </tr> <tr> <td data-bbox="251 934 909 976">Martin Luther King’s Birthday</td> <td data-bbox="909 934 1534 976">Veteran’s Day (*)</td> </tr> <tr> <td data-bbox="251 976 909 1018">President’s Day (*)</td> <td data-bbox="909 976 1534 1018">Thanksgiving Day (*)</td> </tr> <tr> <td data-bbox="251 1018 909 1060">Good Friday (*)</td> <td data-bbox="909 1018 1534 1060">Friday after Thanksgiving (*)</td> </tr> <tr> <td data-bbox="251 1060 909 1102">Memorial Day (*)</td> <td data-bbox="909 1060 1534 1102">Christmas Day (*)</td> </tr> <tr> <td data-bbox="251 1102 909 1155">Independence Day (*)</td> <td data-bbox="909 1102 1534 1155">Day after Christmas</td> </tr> </table> <p>When any of the above referenced holidays falls on a Sunday, it will be observed on the Monday following. <b>Work on these holidays is by special arrangement only.</b> Other holidays may be observed by the stevedoring companies but are not necessarily observed by the Port of Pensacola.</p>	<b>Holidays – 12 Total</b>		New Year's Day (*)	Labor Day (*)	Martin Luther King’s Birthday	Veteran’s Day (*)	President’s Day (*)	Thanksgiving Day (*)	Good Friday (*)	Friday after Thanksgiving (*)	Memorial Day (*)	Christmas Day (*)	Independence Day (*)	Day after Christmas
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239	<p><b>INTRACOASTAL WATERWAY</b> (Effective: September 15, 2005)</p>														
	<p>The Gulf Intracoastal Waterway intersects Pensacola Bay. The waterway is 150' wide and 12' deep. On the intra-coastal, the Port of Pensacola is 185 miles east of Harvey Lock, Louisiana; and 51.4 miles east of the entrance to the Mobile Ship Channel.</p>														
240	<p><b>INDEMNIFICATION AND HOLD HARMLESS</b> (Effective: September 15, 2005)</p>														
	<p>All users shall indemnify and hold harmless the Port, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury, property damage, including loss of use of property, or demurrage, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with their presence on the Port or their operations, whether arising solely out of the negligence of the User or not. This obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in exclusion or omission from any policy of insurance.</p>														



	<p>The user agrees to pay on behalf of the Port, as well as provide a legal defense for the Port, both of which will be done only if and when requested by the Port, for all claims as described in the above paragraph. Such payment on the behalf of the Port shall be in addition to any and all other legal remedies available to the Port and shall not be considered to be the Port's exclusive remedy.</p> <p>Nothing contained herein shall be deemed to exculpate or relieve the Port from liability for its own negligence. (Issued in compliance with FMC Regulation 46 CFR §525.2 (a) (1)).</p>
241a	<p><b>INSURANCE</b> (Effective January 1, 2015) (C) (R)</p>
	<p>All persons or firms using or conducting business operations on terminal facilities or other port-owned or operated property are required to procure and maintain Commercial General Liability, Business Auto, and Workers' Compensation insurance. Unless specified otherwise in this tariff or otherwise required by the City, minimum limits for commercial general liability and business auto of \$1,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. The Commercial General Liability policy must provide bodily injury and property damage coverage for premises, operations, products and completed operations, and independent contractors. Broad Form Commercial General Liability coverage, or its equivalent shall provide at least, broad form contractual liability applicable to this tariff, as well as personal injury liability and broad form property damage liability. Coverage must be written on an occurrence type basis. The Business Auto policy must include coverage for bodily injury and property damage arising out of the operation, maintenance, or use of owned, non-owned, and hired autos including non-ownership employee use. Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverage. Worker's Compensation must be provided as legally required and must include Employers Liability coverage of at least \$100,000 each person-accident, \$100,000 each person-disease, \$500,000 aggregate-disease. At the option of the City, coverage must be included for the Longshore and Harbor Workers Act and Maritime (Jones) Act exposures. Required insurance policies shall be documented in Certificates of Insurance. The policies shall contain an endorsement that provides that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, nonrenewable or adverse change or restriction in coverage. The City of Pensacola shall be named on each commercial general liability certificate as an Additional Insured. If required by the City, the User shall furnish copies of the User's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be <u>deleted</u> or <u>crossed out</u> by the insurance carrier or the insurance carrier's agent or employee. The User shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the User shall, upon instructions of the City, cease all operations on terminal facilities or other port-owned or operated property until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read:</p> <p>City of Pensacola Department of Risk Management Post Office Box 12910 Pensacola, FL 32521-0063</p>
241b	<p><b>INSURANCE – CARGO</b></p>



	(Effective: September 15, 2005)
	The Port of Pensacola does not insure or provide insurance for any cargo. Any insurance required must be furnished by the party desiring such coverage.
241c	<b>INSURANCE - STEVEDORES AND FREIGHT HANDLERS</b> (Effective: September 15, 2005)
	Each stevedoring company or freight handler filing an application for a Stevedore License or Freight Handling Permit with the Port of Pensacola, in accordance with <a href="#">ITEM 276</a> , shall furnish with such application evidence of insurance as described in <a href="#">ITEM 241a</a> and as listed in Appendix A of this Tariff. Application for Stevedore License or Freight Handling Permit as well as specific policy, rules and regulations, and insurance requirements are included in <a href="#">Appendix A</a> of this Tariff.
242	<b>INVENTORY, REQUIREMENTS FOR</b> (Effective: July 1, 2019) (N)
	<p>Each Freight Handling Licensee shall be required to submit an end-of-month inventory reflective of the last day of each calendar month for any and all cargo and commodities remaining in inventory at any General Cargo facility or warehouse. Licensees shall submit said inventory reports to the Cargo Operations Superintendent no later than the fifth (5th) day of the following month.</p> <p>An Export Cargo Inventory shall be submitted listing all commodities on hand, broken down by shipper, and at a minimum shall provide:</p> <ol style="list-style-type: none"> <li>1. Shipper name;</li> <li>2. Commodity;</li> <li>3. Date received;</li> <li>4. Quantity on hand;</li> <li>5. Type units;</li> <li>6. Weight in pounds (board feet for export lumber);</li> <li>7. Service Order #, mark, or other identifier; and</li> <li>8. Location;</li> </ol> <p>An Import Cargo Inventory shall be submitted listing all commodities on hand, broken down by shipper, and at a minimum shall provide:</p> <ol style="list-style-type: none"> <li>1. Vessel name with arrival date;</li> <li>2. Shipper and/or Receiver name;</li> <li>3. Commodity;</li> <li>4. Quantity on hand;</li> <li>5. Type units;</li> <li>6. Weight in pounds (board feet for export lumber);</li> <li>7. Bill of Lading #, mark, or other identifier; and</li> <li>8. Location;</li> </ol> <p>For all cargo sold or released to other parties, the Permittee must identify:</p> <ol style="list-style-type: none"> <li>1. The receiving Permittee;</li> <li>2. The party responsible for payment of the Authority's charges;</li> <li>3. A copy of the release instructions from the original shipper;</li> </ol>

	<p>All shippers will be billed storage charges for cargoes remaining in inventory beyond the allotted FREE TIME based upon the inventory information provided by Permittees, and as such the information must be accurate and submitted as described.</p> <p>Failure to submit required documents in accordance with the stated deadlines may result in assessment of a Documentation Delinquency Penalty of \$100 per day for each day the documentation is delinquent.</p>
243	<p><b>LEASING OF REAL PROPERTY</b> (Effective: July 1, 2019) (C)</p>
	<p>Leasing of real property, including costs for warehouse and/or open ground storage areas, shall be negotiated on a case by case basis with the Port Director. To the extent practicable, these rates will be in conformity with the most recent land appraisals <b>or comparable commercial real estate market assessment</b>. However, space constraints, cargo volumes and other market conditions may dictate price changes at the discretion of the Port Director.</p> <p>Leases do not provide for paving, electricity, water, housekeeping services, maintenance, or other improvements to the area rented. These items may be provided for within the individual lease.</p> <p>All requests to lease space should be directed to the Port Director <b>who reserves the right to employ the use of a licensed Commercial Real Estate Broker as/if warranted</b>.</p>
244	<p><b>LESSEES' AND RENTERS' RESPONSIBILITY</b> (Effective: September 15, 2005)</p>
	<p>When equipment is rented or leased to others by the Port of Pensacola, it is expressly understood that the equipment will be operated under the direction and control of the renter or lessee, and the renter or lessee shall be responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of said equipment. It is hereby understood and agreed that in the event the renter or lessee uses the operator of said equipment employed by the Port of Pensacola, such operator shall be under the direction of the renter or lessee and the operator shall be considered as the agent or servant of the renter or lessee, and the renter or lessee shall be responsible for the acts of such operator during the time of the rental or lease. It is incumbent upon the renter or lessee to make a thorough inspection and satisfy himself as to the physical condition and capacity of the unit, as well as the competency of the operator, there being no representation or warranties by the Port of Pensacola with reference to such matters.</p>
245	<p><b>LIABILITY: EXCULPATORY PROVISION</b> (Effective: September 15, 2005)</p>
	<p>No provision or sub-rule in this tariff shall relieve or limit the PORT OF PENSACOLA from liability for its own negligence nor require any user or lessee to indemnify or hold harmless the Port of Pensacola from liability for its own negligence. ISSUED IN COMPLIANCE WITH FMC REGULATION 46 CFR §525.2 (a)(1).</p>
246	<p><b>LIABILITY AND PAYMENT OF CHARGES</b> (Effective: July 1, 2019) (C)</p>
	<p>1. Except as otherwise provided, all carriers, vessels, their owners, or agents, and all other users of the services or facilities of the Port are responsible for the payment of charges as provided for in this Tariff.</p>

2. On all vessels utilizing Port facilities, the agent shall be responsible for the payment of all dockage and other terminal charges assessed against the vessel as provided for in this Tariff. The Port of Pensacola reserves the right to hold the vessel, its owners, operators, despondent owners, charterers, sub-charterers, and/or agent or sub-agent liable for payment of all terminal charges not otherwise paid.
3. The arrest or attachment of any vessel by court order will not relieve or diminish the responsibility of the agent for the payment of dockage and related port terminal charges. The arrest or attachment of any cargo by court order will not relieve or diminish the responsibility of the party booking the cargo for the payment of all terminal charges including, but not limited to handling, storage and wharfage, assessed by the Port in accordance with the provisions of this Tariff.
4. All invoices are due upon presentation. Presentation of invoice shall be deemed to occur and user's financial responsibility to port for payment of invoice shall commence when port deposits invoice in United States mail service. The Port of Pensacola, at its option, may at any time extend credit to any user conducting business with the Port pursuant to provisions of this Tariff or amendments or re-issues thereof subject to user establishing and maintaining a single transaction or period or annual surety bond with the corporate surety acceptable to the Port, and in an amount equal to 125% of maximum liability. The form and contract of such bond shall be acceptable to the Port.
5. [All handling charges](#) will be billed by the applicable licensed cargo handler with payment in full to be remitted to the cargo handler. The port shall bill to all cargo handlers the applicable cargo handling franchise fee(s) as described in [ITEM 222](#) of this Tariff with these funds to be remitted to the Port by the cargo handler in accordance with the payment terms as set out in this [ITEM 246](#). If, at any time, any cargo handler falls in arrears on his accounts payable to the port by 60 or more days, the port reserves the right to bill and receive payment for all handling charges and remit any amounts due to the cargo handler only after said arrearage is paid and all accounts brought current.
6. Extension and continuation of credit shall be conditioned upon payment of invoice charges within 30 days from the date of presentation.\* An interest charge of 12% per annum will be assessed against unpaid invoices over 30 days for each day over 30 days and added to the amount due each month until the amount of arrearage is paid. Written notice of any invoice in dispute must be furnished to the Port of Pensacola billing department within 20 days from the date of invoice or else interest charges will apply.
7. The Port of Pensacola reserves the right to suspend or cancel the privilege of being billed on account previously granted to users who are habitually delinquent.
8. Any carrier, vessel, owner, shipper, receiver, stevedore, forwarder, agent, or other users of the Port facilities who fails to pay any invoice on the 30th day following the date on which the invoice was presented will be subject to the conditions outlined in Paragraph 9 herein below.
9. In the event of failure to pay invoices within 90 days from the date of presentation, the vessel, owner, shipper, receiver, forwarder, stevedore, agent or other user shall be placed on a cash basis under which further use of the Port facilities may be denied except upon advance payment by Cashier's/~~or~~[Certified Check](#) [or Wire Transfer](#) of all charges which may be incurred under this Tariff, as estimated by the Port Director. The Port Director reserves the right to deny use of the Port's

	<p>facilities to any such vessel, owner, charterer, agent, shipper, receiver, forwarder, stevedore or any user until all outstanding delinquent charges have been paid in full.</p> <p>10. The Port of Pensacola reserves the right to apply any payment received against the oldest bills rendered against vessels, their owners and agents, or other users of facilities, except that payment made on behalf of specific vessels and/or owners will be applied as specified by the payor.</p> <p>11. The Port of Pensacola reserves the right to estimate and collect in advance all charges which may accrue against vessels or cargo utilizing Port facilities.</p> <p>12. Issued pursuant to agreement of Gulf Port members of the GULF SEAPORTS MARINE TERMINAL CONFERENCE. Refer to <a href="#">ITEM 100</a> for further details of the CONFERENCE and its members.</p>																		
247	<p><b>LOCATION</b> (Effective: July 1, 2019) (C)</p>																		
	<p>The Port of Pensacola is situated in <b>Pensacola Bay</b> on the Gulf of Mexico and is located generally at latitude 30 degrees, 24 minutes north, longitude 87 degrees, 13 minutes west.</p>																		
248	<p><b>LOITERING ON PREMISES</b> (Effective: September 15, 2005)</p>																		
	<p>It shall be unlawful for any person to loiter upon or in any of the terminal facilities or properties of the Port of Pensacola. It shall be unlawful for any unauthorized persons to enter cargo-handling areas.</p>																		
249	<p><b>LOSS CONTROL AND SAFETY</b> (Effective: September 15, 2005)</p>																		
	<p>All Port users shall retain control over their employees, agents, servants and subcontractors, as well as control their invitees, and their activities on and about the Port and the manner in which such activities shall be undertaken and to that end, they shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the users for the protection of all persons, including employees, and property. The users shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.</p>																		
252	<p><b>MINIMUM BILLING CHARGES</b> (Effective: July 1, 2019) (I) (N)</p>																		
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253	<p><b>NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)</b></p>																		

	<p>(Effective: <a href="#">October 20, 2009</a>)</p> <p>All tenants and users shall comply with the requirements of the National Pollutant Discharge Elimination System (NPDES) program delegated by the United States Environmental Protection Agency (EPA) to the state of Florida and administered in part by the Florida Department of Environmental Protection (FDEP). The Port and Tenants are required to be covered by a Multi-Sector Generic Permit (MSGP) which is currently identified as “co-located permittee”, and the Port shall submit the required Notice of Intent (NOI) to FDEP and provide a copy of the NOI and related Storm Water Pollution Prevention Plan (SWPPP) to the Tenants and users. The Port Administrative Office maintains copies of the most current SWPPP for Tenants. All Tenants and users are responsible for obtaining and maintaining a current copy of the SWPPP, as well as informing and familiarizing Tenant and user employees of the SWPPP contents and Tenant and user responsibilities there under. The Port of Pensacola has control over the establishment and implementation of all policies relating to storm water activates associated with port docks and tenant areas, including leased premises. All tenants and users shall comply with the most current version of the SWPPP and with the most current Best Management Practices (BMP) applicable to their facilities and operations contained in the document entitled “Port Pensacola BMP’s for Potential Pollutant Sources”, copies of which are available from the Port Manager.</p>
254	<p><b>NORMAL WORKING HOURS</b> (Effective: <a href="#">September 15, 2005</a>)</p> <p>The normal working hours of the Port of Pensacola are from 0800 hours to 1200 hours and 1300 hours to 1700 hours, Monday through Friday, holidays excepted.</p> <p>Cargo arriving at the Port by truck must be prepared for loading and/or unloading during the normal working hours of the Port unless prior special arrangements have been made and approved by the Port Director and freight handler (reference <a href="#">ITEM 284</a>).</p> <p>Cargo services performed by the freight handler during other than normal working hours, holidays excepted, will be assessed 165% of the applicable charge provided for in SECTION III or the applicable schedule of rates provided for in <a href="#">ITEM 430</a> of this Tariff, whichever is greater. When such services are performed by the Port during holiday hours (reference <a href="#">ITEM 237</a>) they will be assessed 250% of the applicable charge provided in SECTION III or the applicable schedule of rates provided in <a href="#">ITEM 430</a> of this Tariff, whichever is greater, when such service is performed on request.</p>
256	<p><b>OILY WASTE DISPOSAL/SHIPS WASTE DISPOSAL</b> (Effective <a href="#">January 1, 2015</a>) (C)</p> <p>Under the provision of ANNEX I of the INTERNATIONAL CONVENTION FOR THE PREVENTION OF POLLUTION FROM SHIPS, known as MARPOL 73/78, and the United States Coast Guard implementing regulation, PART 158 of TITLE 33 of the CODE of FEDERAL REGULATIONS (33 CFR 158), all terminals and ports which receive tankers or other ocean-going vessels of 400 gross tons or more must make provisions for adequate oily-waste-reception facilities. The application of the Port of Pensacola for its public wharves and facilities for a Certificate of Adequacy (COA) for reception facilities for receipt of oily waste was approved and the COA was issued February 11, 1986.</p> <p>The firms listed below have indicated to the Captain of the Port that they are interested in contracting their services in receipt of the oily waste. Listing herein does not indicate a preferential recommendation on the part of the Port of Pensacola but merely reflects the firms' desire to function in the above-mentioned capacity and the Captain of the Port's recognition of the firms with respect to the application of the Port</p>

of Pensacola. All inquiries should be directed to the Captain of the Port, United States Coast Guard. Any contractor is subject to the applicable regulations for the transfer of oil (33 CFR 154.156).

**OILY WASTE RECEPTION FACILITIES:**

Oil Recovery Company Inc.

1101 S. Conception Street

Mobile, AL 36603

PHONE: 251-690-9010

Under the provision of ANNEX V of MARPOL 73/78 PORT RECEPTION FACILITIES FOR SHIP'S GARBAGE and separation onboard vessel of various waste and required. Garbage is defined as "all kinds of victual, domestic and operational waste excluding fresh fish and parts thereof, generated during the normal operation of the ship and liable to be disposed of continuously or periodically." In order to accommodate the need of shipping and commerce through facilities of the Port of Pensacola, the Port has filed an application for a Certificate of Adequacy (COA) with the Captain of the Port, United States Coast Guard, for garbage reception facilities. Applicants for berth at any facility of the Port of Pensacola shall provide, upon request, the reception facilities which meet the requirements contained in 33 CFR, PARTS 151, 158. Berth applicants shall provide a 24-hour notice of vessel's intent to discharge garbage at any facility of the Port of Pensacola and reception facilities for food, plant, meat, and other potentially infectious waste shall be provided by the berth applicant in accordance with the above and with the requirements set forth in 7 CFR 330 and 9 CFR 94.

Regulated food waste must be handled at the facility approved by the Animal and Plant Health Inspection Service (APHIS). Berth applicants or their designees shall provide the necessary reception facilities when requested to do so for other than APHIS-regulated garbage from any commercial, full-service solid waste form. The firm listed below has indicated to the Captain of the Port that it is interested in contracting its service in this regard and is approved by the United States Department of Agriculture (USDA), APHIS. The listing below does not indicate preferential recommendation on the part of the Port of Pensacola but merely reflects the company's desire to function in the above-mentioned capacity. Qualified contractors are subject to the applicable regulations for the collection and disposal of ship's waste (33 CFR, PART 151, 155, and 158; 46 CFR, PART 25).

**SHIP'S REGULATED FOOD WASTE FACILITY:**

Dockside Services Inc.

2910 North Palafox Street

Mobile, AL 36633

PHONE: 251-438-2362

**GENERAL GARBAGE FACILITY:**

Waste Pro

401 West Burgess Road

Pensacola, FL 32503

PHONE: 850-474-0800

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**PALLET RENTAL AND USAGE**  
(Effective: September 15, 2005)

As a non-operating, landlord port, the Port of Pensacola does not maintain available for rent or otherwise provide pallets for cargo handling operations. Licensed stevedores and cargo handlers should be prepared

	to provide sufficient pallets to support their operations at the Port of Pensacola. The Port expressly disclaims liability for any damages, demurrage and/or detention charges, costs, and expenses related to or arising out of any inadequate supply of pallets for cargo-handling operations at the Port. Each user (reference <a href="#">ITEM 164</a> ) of the Port whose use of Port facilities for cargo-handling operations causes or gives rise to damages, demurrage and/or detention charges resulting from an inadequate supply of pallets agrees to defend, indemnify and hold harmless the Port from and against any and all such damages, demurrage and/or detention charges, costs and expenses, including attorney's fees related thereto.										
259	<b>PERMIT AND FRANCHISE FEES</b> (Effective: July 1, 2019) (C)										
	Except as published in <a href="#">ITEMS 404a</a> and <a href="#">404b</a> , the Port of Pensacola does not require the payment of a permit or franchise fee for the privilege of conducting business on Port property. Any person, firm, or business desiring to conduct business at the Port of Pensacola must obtain <del>an Occupational License a Business Tax Receipt (business license)</del> issued by the City of Pensacola before engaging in any commercial activity at the Port.										
260	<b>PILOT SERVICE</b> (Effective: October 20, 2009)										
	PENSACOLA BAY PILOTS provide 24-hour service for all vessels entering or leaving the Port of Pensacola. For information concerning pilotage rates, contact:										
	<table border="1"> <thead> <tr> <th><u>Pilot Service</u></th> <th><u>Pilot Name</u></th> <th><u>Phone No.</u></th> </tr> </thead> <tbody> <tr> <td>Pensacola Bay Pilots</td> <td>Capt. Brian McGee</td> <td>850-481-4222</td> </tr> </tbody> </table>	<u>Pilot Service</u>	<u>Pilot Name</u>	<u>Phone No.</u>	Pensacola Bay Pilots	Capt. Brian McGee	850-481-4222				
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261	<b>POTABLE WATER</b> (Effective: September 15, 2005)										
	All berths have or are accessible to pipeline hose connections for potable water ( <a href="#">ITEM 440</a> ).										
262	<b>PROJECT CARGO RATES AND RATES FOR SPECIAL SERVICES</b> (Effective: September 15, 2005)										
	Project rates and rates for special services not covered in this Tariff will be quoted upon request by the Port Director or designated stevedore or freight handler, if applicable.										
264	<b>RADIO EQUIPMENT</b> (Effective: September 15, 2005)										
	The following radio channels are designated for radio communication at the Port of Pensacola:										
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265a	<del><b>RAILCARS - DOOR WIDTHS</b></del> (Effective: July 1, 2019) (C)										
	<del>Railcars with less than 7'6" door openings will be assessed the published handling rate plus 25%.</del>										
265b	<b>RAILCARS - PLACING, LOADING AND UNLOADING</b> (Effective: September 15, 2005)										



	Each freight handler will communicate directly with the delivering rail carrier and/or shippers/consignees regarding the placement of loaded railcars at the Port, the pickup of empty railcars from the Port and the loading and unloading of railcars at the Port. Each freight handler will be responsible for all railcar traffic functions (excluding shunting of railcars within Port facilities, see <a href="#">ITEMS 208c</a> and <a href="#">426</a> ) for all cargo it handles including, but not limited to receipt, handling and payment of demurrage bills.
266	<b>RAILROADS</b> (Effective: September 15, 2005)
	The Port of Pensacola facilities are served by the CSX Transportation Inc. (CSX) and Burlington Northern Santa Fe (BNSF) and Alabama Gulf Railroad (AGRR) by reciprocal switching arrangements.
267	<b>REQUIREMENT TO WORK OVERTIME</b> (Effective: September 15, 2005)
	<p>Agents, owners, despondent owners and/or charterers of vessels which have been authorized and accepted for berthing may be required to work overtime on weekdays, Saturdays, Sundays, and Legal Holidays when ordered and to the extent determined by the Port Director in order to expedite the handling of cargo and to avoid cargo and/or vessel congestion. Such order may include the requirement to work continuously* until completion when considered necessary in the judgment of the Port Director.</p> <p>Vessels failing to arrive on schedule as published, anticipated or actual facilities congestion and transit-shed overcrowding, including railcar backlog, shall be considered justifiable reasons for requiring vessels to work overtime. All expenses incurred as a result of the requirement to work overtime shall be for the account of the vessel and the Port shall not be liable for any costs associated therewith.</p> <p>*Excluding meal periods.</p> <p>ALL DECISIONS OF THE PORT DIRECTOR ARE FINAL.</p>
268	<b>RESPONSIBILITY FOR LOSS OR DAMAGE</b> (Effective: September 15, 2005)
	Except for its own proven negligence, the Port of Pensacola will not be responsible for any damages to or delays from freight or cargo being loaded, unloaded, handled, stored or otherwise present on its facilities; or for loss of any freight or cargo; or for any delay of same caused by or resulting from fire; flood; leakage or discharge from sprinklers, fire-protection systems, water supply pipes, gutters, or downspouts; collapse of buildings; rats, mice, termites, moths, weevils or other insects; frost; rust; mold; corrosion; evaporation; shrinkage; leakage from containers; decay; contamination; discoloration; the elements; or, insufficient notification; nor will it be responsible for any delay, loss or damage arising from insurrections, riots, commotions or strikes of any persons in its employ, or in the service of others; nor for any consequence arising therefrom; nor will it be responsible for freight or cargo on its wharves, or in its transit sheds or warehouses or in the open against the risk of theft, pilferage or non-delivery. All cargo, ships' supplies, ship's gear and equipment, regardless of its location on Port property, will remain in the care, custody and control of the vessel, its agents or the shipper and full responsibility therefore shall be assumed by the vessel, its agents or the shipper.
269	<b>RIGHT TO REFUSE CARGO</b> (Effective: September 15, 2005)
	The Port of Pensacola reserves the right, without responsibility for demurrage, detention, loss or damage attaching, to refuse to accept, receive or unload or to permit a vessel to discharge and/or load:



	<ol style="list-style-type: none"> <li>1. Cargo for which previous arrangements with the Port Director for space, receiving, unloading or handling have not been made by shipper, consignee or carrier; or</li> <li>2. Cargo deemed extra offensive, perishable, hazardous, or detrimental to the safety and health of the public, public property and/or adversely affecting the environment.</li> </ol> <p>Where not prohibited by law, the movement of such articles or commodities over or in connection with facilities of the Port of Pensacola is subject strictly to the making of prior arrangement there or with and at the option and convenience of the Port of Pensacola. Loading, unloading, handling, storage and heavy-lift services required or requested on the following cargo will be subject to special quotation.</p> <ol style="list-style-type: none"> <li>1. Cargo, the value of which may be determined to be less than the probable terminal charges;</li> <li>2. Cargo not packed in packages or containers suitable for ordinary handling incident to its transportation. Such cargo, however, may be repacked or reconditioned at the discretion of the Port of Pensacola; and all expense, loss or damage incident thereto will be for the account of the shipper, consignee, owner or charterer.</li> </ol>
270	<p><b>SHIPPERS REQUESTS AND COMPLAINTS</b> (Effective: September 15, 2005)</p>
	<p>Any interested party may initiate requests or complaints on matters relating to rates, rules and regulations contained in this Tariff by filing a statement fully documenting the request or complaint and mailing to the Port of Pensacola as follows:</p> <p>PORT OF PENSACOLA ATTN: Office of the Port Director Post Office Box 889 Pensacola FL 32594-0889</p>
271	<p><b>SHUT-OUT CARGO</b> (Effective: September 15, 2005)</p>
	<p>The ocean carrier is responsible for the payment of all storage charges on cargo not lifted by nominated vessels as scheduled. Carriers are required to furnish statements of cargo not lifted within 5 days after departure of vessel. The Port Director reserves the right to order shut-out cargo removed from the terminal facilities at the expense and risk of the vessel, its owners and/or agents upon 24-hours notification to the vessel, its owners and/or agents (reference <a href="#">ITEM 228b</a>).</p>
272	<p><b>SIGNS</b> (Effective: October 20, 2009)</p>
	<p>Any signage erected on Port property must be approved in advance by the Port Director or his designee and must comply with any and all locale sign ordinances and regulations.</p>
273	<p><b>SMOKING</b> (Effective: September 15, 2005)</p>
	<p>It shall be unlawful for any person to smoke or to light any match upon or in any Port facility where such is prohibited by the Port of Pensacola, the Pensacola Fire Department or the United States Coast Guard.</p>
274	<p><b>SPECIAL SERVICES</b> (Effective: September 15, 2005)</p>

	Special services such as bulking, heavy-lift, separating, sorting, stenciling, tagging, checking, recouping, etc. will be performed and billed by general license stevedores to the party requested such service.													
275	<b>STEVEDORES/FREIGHT HANDLERS and STEAMSHIP AGENTS</b> (Effective: July 1, 2019) (C)													
	<p>The Port of Pensacola requires that the loading or unloading of cargo to or from trucks, railcars, vessels and ocean-going barges from or to the place of rest be performed by stevedoring companies or freight handlers which are duly-licensed and authorized by the Port of Pensacola to perform such activities. The Port of Pensacola does not perform or arrange for any loading or unloading of cargo at the Port.</p> <p>All vessels engaged in coastwise and foreign trade calling at the Port of Pensacola must be represented by an agent duly-authorized to do business at the Port of Pensacola.</p> <table border="1" data-bbox="264 642 1511 919"> <tr> <td colspan="2" data-bbox="264 642 1511 688"><u>Licensed Stevedore/Freight Handlers</u></td> </tr> <tr> <td colspan="2" data-bbox="264 688 1511 735">PATE STEVEDORE COMPANY (a member of the LOGISTEC family of companies)</td> </tr> <tr> <td colspan="2" data-bbox="264 735 1511 781">720A South Barracks Street</td> </tr> <tr> <td colspan="2" data-bbox="264 781 1511 827">Pensacola, FL 32575</td> </tr> <tr> <td colspan="2" data-bbox="264 827 1511 873">Phone: 850-438-3648 / Fax: 850-438-5214</td> </tr> <tr> <td colspan="2" data-bbox="264 873 1511 919">Email: <a href="mailto:mpate@patestevedore.com">mpate@patestevedore.com</a></td> </tr> </table>		<u>Licensed Stevedore/Freight Handlers</u>		PATE STEVEDORE COMPANY (a member of the LOGISTEC family of companies)		720A South Barracks Street		Pensacola, FL 32575		Phone: 850-438-3648 / Fax: 850-438-5214		Email: <a href="mailto:mpate@patestevedore.com">mpate@patestevedore.com</a>	
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	<p>Participating steamship agents are as follows:</p> <table border="1" data-bbox="240 1003 1541 1850"> <tr> <td colspan="2" data-bbox="240 1003 1541 1066"><u>Steamship Agents</u></td> </tr> <tr> <td data-bbox="240 1066 987 1255">           AZTEC MARITIME SERVICE, INC.            303 Saint Louis St.            Mobile, AL 36602            Phone: 251-432-7273            Email: <a href="mailto:ops@aztecmaritime.com">ops@aztecmaritime.com</a> </td> <td data-bbox="987 1066 1541 1255">           LOTT SHIPPING AGENCY, INC.            259 Conception St.            Mobile, AL 36601            Phone: 251-433-1621            Email: <a href="mailto:operations@lottship.com">operations@lottship.com</a> </td> </tr> <tr> <td data-bbox="240 1255 987 1476">           BIEHL &amp; COMPANY            118 N. Royal St.            Suite 705            Mobile, AL 36602            Phone: 251-432-1605            Email: <a href="mailto:ops-mobile@biehlco.com">ops-mobile@biehlco.com</a> </td> <td data-bbox="987 1255 1541 1476">           MARITIME ENDEAVERS SHIPPING            1901 Alabama State Docks Blvd.            Building 50, Suite 109            Mobile, AL 36602            Phone: 251-434-9600            Email: <a href="mailto:ops-mobile@mescltd.com">ops-mobile@mescltd.com</a> </td> </tr> <tr> <td data-bbox="240 1476 987 1703">           FILLETTE, GREEN SHIPPING SVC. (USA) CORP.            261 N. Conception St.            Mobile, AL 36603            Phone: 251-375-2224            Email: <a href="mailto:mob@fillettegreen.com">mob@fillettegreen.com</a> </td> <td data-bbox="987 1476 1541 1703">           NORTON LILLY INTERNATIONAL            One St. Louis Centre            Suite 3002            Mobile, AL 36602            Phone: 251-431-6335            Email: <a href="mailto:mob-ops@nortonlilly.com">mob-ops@nortonlilly.com</a> </td> </tr> <tr> <td data-bbox="240 1703 987 1850">           GENERAL STEAMSHIP CORP            118 North Royal St.            Suite 508            Mobile, AL 36602         </td> <td data-bbox="987 1703 1541 1850">           PAGE &amp; JONES, INC.            3902 N. 9<sup>th</sup> Ave.            Suite 3D            Pensacola, FL 32503         </td> </tr> </table>		<u>Steamship Agents</u>		AZTEC MARITIME SERVICE, INC. 303 Saint Louis St. Mobile, AL 36602 Phone: 251-432-7273 Email: <a href="mailto:ops@aztecmaritime.com">ops@aztecmaritime.com</a>	LOTT SHIPPING AGENCY, INC. 259 Conception St. Mobile, AL 36601 Phone: 251-433-1621 Email: <a href="mailto:operations@lottship.com">operations@lottship.com</a>	BIEHL & COMPANY 118 N. Royal St. Suite 705 Mobile, AL 36602 Phone: 251-432-1605 Email: <a href="mailto:ops-mobile@biehlco.com">ops-mobile@biehlco.com</a>	MARITIME ENDEAVERS SHIPPING 1901 Alabama State Docks Blvd. Building 50, Suite 109 Mobile, AL 36602 Phone: 251-434-9600 Email: <a href="mailto:ops-mobile@mescltd.com">ops-mobile@mescltd.com</a>	FILLETTE, GREEN SHIPPING SVC. (USA) CORP. 261 N. Conception St. Mobile, AL 36603 Phone: 251-375-2224 Email: <a href="mailto:mob@fillettegreen.com">mob@fillettegreen.com</a>	NORTON LILLY INTERNATIONAL One St. Louis Centre Suite 3002 Mobile, AL 36602 Phone: 251-431-6335 Email: <a href="mailto:mob-ops@nortonlilly.com">mob-ops@nortonlilly.com</a>	GENERAL STEAMSHIP CORP 118 North Royal St. Suite 508 Mobile, AL 36602	PAGE & JONES, INC. 3902 N. 9 <sup>th</sup> Ave. Suite 3D Pensacola, FL 32503		
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GENERAL STEAMSHIP CORP 118 North Royal St. Suite 508 Mobile, AL 36602	PAGE & JONES, INC. 3902 N. 9 <sup>th</sup> Ave. Suite 3D Pensacola, FL 32503													

	Phone: 251-438-5071 (24 hour) Email: <a href="mailto:mobops@gensteam.com">mobops@gensteam.com</a>	Phone: 850-432-4954 Email: <a href="mailto:agency@pageandjones.com">agency@pageandjones.com</a>									
	<b>GREAT CIRCLE SHIPPING</b> 3 W. Garden St. Suite 707 Pensacola, FL 32501 Phone: 850-429-0510 Email: <a href="mailto:calm@greatcircleship.com">calm@greatcircleship.com</a>	<b>SEAGULL MARINE, INC.</b> 115 Canvasback Dr. St. Rose, LA 70087 Phone: 504-465-1017 Email: <a href="mailto:Ops@seagullmarine.com">Ops@seagullmarine.com</a>									
	<b>INCHCAPE SHIPPING SERVICES</b> 11 N. Water St. Suite 9290 Mobile, AL 36602 Phone: 251-461-2747 Email: <a href="mailto:iss.mobile@iss-shipping.com">iss.mobile@iss-shipping.com</a>	<b>WILHELMSSEN SHIPS SERVICES</b> 2614 Hals Mill Rd. Mobile, AL 36606 Phone: 251-471-2661 Email: <a href="mailto:wss.mobile@wilhelmsen.com">wss.mobile@wilhelmsen.com</a>									
276	<b>STEVEDORE LICENSE OR FREIGHT HANDLING PERMIT</b> (Effective: July 1, 2019) (I)										
	Each company providing stevedoring or freight handling services and desiring to do business on or in connection with the facilities of the Port of Pensacola shall file a completed Stevedore License or Freight Handling Permit Application accompanied by the necessary supporting information called for therein. See <a href="#">Appendix A</a> of this Tariff for Application, Policy, Rules and Regulations and additional insurance requirements. License/Permit. Fees shall be as follows:										
	<table border="1"> <thead> <tr> <th>Purpose</th> <th>Original Application</th> <th>Annual Fee</th> </tr> </thead> <tbody> <tr> <td>Stevedore License</td> <td><del>\$2,500.00</del> \$5,000.00</td> <td><del>\$750.00</del> \$1,000.00</td> </tr> <tr> <td>Freight Handling Permit (may not load and unload ships/vessels)</td> <td><del>\$1,000.00</del> \$2,500.00</td> <td><del>\$500.00</del> \$ 750.00</td> </tr> </tbody> </table>		Purpose	Original Application	Annual Fee	Stevedore License	<del>\$2,500.00</del> \$5,000.00	<del>\$750.00</del> \$1,000.00	Freight Handling Permit (may not load and unload ships/vessels)	<del>\$1,000.00</del> \$2,500.00	<del>\$500.00</del> \$ 750.00
Purpose	Original Application	Annual Fee									
Stevedore License	<del>\$2,500.00</del> \$5,000.00	<del>\$750.00</del> \$1,000.00									
Freight Handling Permit (may not load and unload ships/vessels)	<del>\$1,000.00</del> \$2,500.00	<del>\$500.00</del> \$ 750.00									
	From and after the effective date of this provision, no stevedoring company or freight handler, whether currently doing business on or in connection with the facilities of the Port of Pensacola or whether applying for authority to so perform, shall be permitted to conduct business thereon until such Stevedore License or Freight Handlers Application, accompanied by the appropriate application fee and other required documents, has been received and approved by the Port of Pensacola.										
277a	<b>STORAGE INVOICES</b> (Effective: July 1, 2019) (C)										
	The Port of Pensacola will invoice storage charges to the agent or company shown on the manifest or fright waybill records in the Port office. When billing is rendered to an owner of cargo on instructions of the agent, such agent assumes full guarantee of the owner's credit and after 60 days will remit all unpaid charges, including delinquency penalties, to the Port of Pensacola. Changes of title for the purpose of invoicing another person or company for any or all charges contained in this Tariff will be subject to the provisions of <a href="#">ITEM 209</a> .										
	Except as otherwise provided in this Tariff, storage charges will be for the account of the cargo owner. <b>In the event storage charges are not paid, the Port of Pensacola reserves the right to refuse to accept any</b>										

	<p>future cargo from the delinquent cargo owner until such time as all outstanding storage invoices have been paid. The Port further reserves the right, at the discretion of the Port Director, to hold and refuse to release any cargo upon which there are any unpaid storage charges.</p> <p>When a vessel fails to meet the announced date of arrival/sailing, for any reason, storage charges accruing after such date shall be assessed for the account of the vessel until the vessel commences to load.</p> <p><del>All storage charges assessed against export or outbound cargo must be paid in full prior to vessel's departure.</del></p> <p><del>Storage charges on import or inbound cargo must be paid in full before the Port of Pensacola will release said cargo.</del></p> <p>Any arrangements for the payment of storage charges in conflict with the regulations stated herein must be approved in advance by the Port Director.</p>
277b	<p><b>STORAGE, STAGING AND ASSEMBLY OF NON-CARGO AND MATERIALS (N)</b> (Effective: May 1, 2014)</p>
	<p>The Port of Pensacola, at its sole discretion, shall determine what constitutes cargo and what constitutes non-cargo equipment and materials.</p> <p>Staging, storage, and assembling of non-cargo equipment and materials on Port terminal facilities will be subject to adherence to directives of the Port's Director or designee. Storage, staging and assembling of materials and equipment as required for vessel repair or alterations and other materials not deemed as cargo, will be allotted a "Free Time" period of no more than 72 hours prior to the arrival of the vessel and of not more than 72 hours after the departure of the vessel. In recognition of emergencies, congestion of facilities, or other similar factors, free time may be reduced or extended at the discretion of the Port Director, or designee.</p> <p>Free Time is defined as a specified number of days or hours during which materials and equipment may remain on wharf or terminal premises without incurring Port Charges. See <a href="#">ITEM 228a-228e</a> for details.</p> <p>The Port retains the right to enter into agreement with consignees and their agents concerning rates and services relating to staging, storage and assembling of equipment materials at Port facilities.</p>
278	<p><b>STORM PROTECTION</b> (Effective: September 15, 2005)</p>
	<p>The owners and/or agents of all cargo stored in open areas at the Port of Pensacola shall be responsible for securing it so as to avoid damage to it or other property resulting from hurricanes or other disturbances. If the owner and/or agents fail to provide such security, the Port of Pensacola shall have the right to secure such cargo, or order the last stevedoring company handling the cargo to protect it against such possible damage and to charge the cost thereof against the owner and/or agent of the cargo, plus 25%. The Port of Pensacola assumes no responsibility for damage to cargo resulting from hurricanes, floods or other disturbances.</p>
279	<p><b>SUBSTITUTION OF VESSELS</b> (Effective: September 15, 2005)</p>
	<p>When, in the opinion of the Port Director, circumstances arise that are considered beyond the control of the steamship owner or agent and are such so as to prevent a vessel from lifting her assigned outward</p>

	<p>cargo, then another vessel may be substituted to lift such cargo, provided that the substitute vessel and/or charterer/operator accepts the loading date of the original vessel and pays all applicable charges based on such loading date.</p> <p>Once a vessel begins to load her outward cargo, any quantity of such cargo not lifted shall be classified as "shut-out cargo" (reference <a href="#">ITEM 271</a>).</p>
282a	<p><b>TARIFF - APPLICATION AND INTERPRETATION OF</b> (Effective: May 1, 2014)</p>
	<p>The charges, rates, rules and regulations published in this Tariff shall apply equally to all users of, and all traffic on the waterways and facilities owned by, operated by or under the jurisdiction of the Port of Pensacola, on or after the effective date of this Tariff or any supplements thereto. The Port of Pensacola reserves the right to negotiate and establish rates through separate contracts, terminal leases, or operating agreements, or to offer volume or frequency discounts as may be deemed appropriate by the Port Director.</p> <p>The Port Director shall be the sole judge to interpret and determine the applicability of any of the rates, rules, regulations or services provided for in this Tariff.</p>
282b	<p><b>TARIFF - CONSENT TO TERMS</b> (Effective: September 15, 2005)</p>
	<p>The use of waterways, piers, wharves, bulkheads, docks, transit sheds and/or other facilities under the jurisdiction of the Port of Pensacola shall constitute consent to the terms and conditions of this Tariff, and such use establishes an agreement regarding the port facilities to promptly pay all charges specified in this Tariff upon presentation of invoices. All users agree to be bound by and governed by all rules and regulations published herein.</p>
283	<p><b>TIDES</b> (Effective: September 15, 2005)</p>
	<p>The normal mean tidal range in Pensacola Bay is 0.6'. The extreme tidal range is about 2'. Strong southeasterly winds sometimes raise the water level approximately 1' in the bay, while strong northeasterly winds lower the level about 1' in the bay.</p>
284	<p><b>TRAFFIC VIA MOTOR CARRIER</b> (Effective: September 15, 2005)</p>
	<p>To ensure efficiency in the use of Port facilities shippers/receivers are urged to give 24-hour advance notice of their intention to pick up cargo from or deliver cargo to the Port. The Port reserves the right to postpone the pickup or delivery of cargo until an opportune time in the event of an unscheduled request for pick-up or delivery but the Port will make every reasonable effort to accommodate all pick-up and delivery requests. Unless special arrangements have been approved by the Port Director or his designated representative and the designated cargo handler, pickup and delivery activities should commence not later than 1500 hours, Monday through Friday. The freight handler is responsible for notifying the Port Director or his designated representative for approval prior to the commencement of any activity outside of normal working hours.</p> <p>The Port of Pensacola assumes no responsibility for demurrage associated with motor carrier pick-up or delivery. <a href="#">ITEM 245</a> LIABILITY, EXCULPATORY PROVISION, of this Tariff applies to this disclaimer.</p>
285	<p><b>TRESPASSING</b> (Effective: September 15, 2005)</p>

	<p>Unless otherwise specified in a contractual agreement between a user of the Port and the Port of Pensacola, the Director of the Port of Pensacola or his designee has the authority to restrict or prohibit any person's access to any portion of Port property.</p> <p>To enhance security, promote public safety and efficient operations, the Director of the Port of Pensacola may restrict or prohibit any individual's access to any portion of Port property. This includes all land, facilities, buildings and offices; open and covered cargo storage areas; cargo sheds; all docks, including entry and exit ways; all equipment, machinery, railroad right-of-ways and roadways which are owned, controlled or operated by the Port.</p> <p>Persons entering Port facilities without proper authorization shall be considered trespassers and may be subject to civil or criminal action as appropriate. The Port Director or his designee may initiate the enforcement of the trespass laws of the State of Florida against any person or persons who the Port Director or his designee determines is a threat to the peace, security, public safety or efficient operations of the Port of Pensacola.</p>
286	<p><b>TUG SERVICE</b> (Effective: July 1, 2019) (C)</p>
	<p>The Port of Pensacola performs no tug assistance in docking and undocking vessels at berths or slips. Such service is performed by licensed towing companies. Port of Pensacola has a mandatory tug utilization policy. All vessels in excess of 350' LOA are required to use at least one (1) tug to assist with channel transit, docking and undocking upon arrival and departure. At the discretion of the harbor pilot when warranted by tide, current and weather conditions, vessels 399' LOA and below AND equipped with DP2 or better dynamic positioning system technology may be exempted from this mandatory tug requirement. Outside of this requirement, all other tug use shall remain at the discretion of the vessel and harbor pilot. <b>The resident harbor tug service provider at the Port of Pensacola is Portside Marine &amp; Towing (850-777-1285).</b></p>
288a	<p><b>VESSEL(S) - SPEED</b> (Effective: September 15, 2005)</p>
	<p>No vessel shall proceed at a speed which will endanger other vessels or structures. Any official signs indicating limited speeds through critical portions of the waterways shall be strictly obeyed. All applicable Federal, State, and local rules and regulations apply.</p>
288b	<p><b>VESSEL(S) - TO VACATE</b> (Effective: July 1, 2019) (C)</p>
	<p>The Port may order any vessel to vacate any berth when the Port deems that the continued presence of such vessel at berth would be a potential hazard to the vessel, the berth, the Port's facilities, or the rights or property or safety of others, or would unreasonably interfere with the use of the Port's facilities by others. Such situations include, but are not limited to the following: when a potential natural disaster, such as a hurricane, tornado, earthquake or flooding, makes the continued presence of the vessel a threat to the vessel and/or the Port's facilities; when the berth is committed to others under a preferential berth arrangement or other agreement; when the vessel's cargo or other items represent a hazard to other vessels, cargo or facilities; and when the vessel refuses to work continuously to completion of its loading and/or discharge.</p> <p>The Port shall provide written notice (<del>administrative message letter</del>, facsimile or electronic transmission, etc.) to the vessel's agents, owners, despondent owners and/or charterers of vessels or party arranging for berthing of the vessel advising of the requirements to vacate and referring to this tariff item in the</p>

	<p>communication. The notice shall state the time that the berth must be vacated and shall be presented at least four hours prior to said time.</p> <p>If a vessel fails to vacate the berth as ordered, without reasonable excuse, it shall be responsible for any damage or expense which may be incurred by the Port and to others caused by such failure to vacate. The Port shall have the option (but not the duty) to move the vessel to other locations at the risk and expense of the vessel.</p> <p>If such movement occurs, the vessel shall hold harmless the Port for any damage or liability it may incur as a result of such movement.</p> <p>Failure to comply with an order to vacate will result in a penalty charge to the vessel of triple the applicable dockage rate. This charge shall not constitute a waiver by the Port of any greater actual damages it may sustain as a result of the vessel's failure or refusal to vacate. Refusal to vacate may result in denial of future berthing privileges.</p> <p>When a working vessel is required to vacate an assigned berth for the purpose of making way for another vessel which has preferential berthing privileges at such berth and subsequently returns to that berth to complete loading or discharging of cargo, dockage charges will be assessed on the total time the vessel actually occupies that berth and the separate berthing's will be treated as one continual berthing.</p>
288c	<p><b>VESSEL(S) - LIGHTS AT NIGHT</b> (Effective: July 1, 2019)</p>
	<p>All vessels, barges, or other water craft, while anchored in the waterways or moored at the docks of the Port of Pensacola, must at all times of the night show proper lights <b>as determined by the U.S. Coast Guard.</b></p>
288d	<p><b>VESSEL(S) - MANNING OF AND MOBILE CONDITION</b> (Effective: July 1, 2019) (N)</p>
	<p>Every vessel must at all times have on board at least one licensed officer in charge to take any action as may be directed by the Port Director, and every vessel must at all times be kept in a mobile condition and have on board sufficient crew members to operate or handle the vessel should movement of the vessel be ordered by the Port Director.</p> <p>Written request must be made to and approved by the Port Director prior to any complete shutdown of all propulsion machinery for repairs or otherwise.</p> <p><b>Vessels calling at Offshore Inland Marine's vessel modification, maintenance, repair &amp; overhaul (MMRO) facility for 30 or more consecutive days may be exempted from the requirements of this section. Such exemption must be requested in writing by Offshore Inland and approved by the Port Director in advance of the subject vessel's scheduled arrival. Such requests must include the specific provision(s) from which the exemption is being sought, the date or dates during which the exemption is requested, and Offshore Inland's plan to address and mitigate any potential issues caused by the exemption.</b></p> <p>Vessels failing to comply with this provision are subject to three times the normal dockage rate as provided in <a href="#">ITEM 400</a> and subject to the provisions of <a href="#">ITEM 211</a>.</p>
288e	<p><b>VESSEL(S) – MOORING</b> (Effective: September 15, 2005)</p>



	All vessels shall be safely moored and properly secured to the dock at all times. Mooring lines are to include rat guards. The Port of Pensacola is not a bailee and does not assume any liability for improperly-moored vessels.
288f	<b>VESSEL(S) – MOVEMENTS, REGULATION OF</b> (Effective: September 15, 2005)
	The Port of Pensacola shall regulate vessel movements within its jurisdiction by: <ul style="list-style-type: none"> <li>1. Scheduling vessels for use of berth, anchorage or other facilities at the Port;</li> <li>2. Ordering and enforcing a vessel to vacate or change position at a berth, anchorage or other facility in order to facilitate navigation, commerce or protection of other vessels or property;</li> <li>3. Designating port facilities for the loading or discharging of vessels;</li> <li>4. Assigning berths at wharves for arriving vessels;</li> </ul> <p>Published pursuant to Chapter 313.22, Florida Statutes, 1996.</p>
288g	<b>VESSEL(S) - NUISANCE CREATED BY</b> (Effective: September 15, 2005)
	No vessel shall permit excessive smoke, clean boilers, blow tubes, or create similar conditions while the vessel is in the channel, turning basin, or in a berth.
	Except as provided by law, the blowing of whistles and horns is prohibited.
288h	<b>VESSEL(S) - SUBJECT TO PILOTAGE</b> (Effective: September 15, 2005)
	<ul style="list-style-type: none"> <li>1. All vessels, except vessels exempted by the laws of the United States or vessels drawing less than 7' of water, shall have a licensed State pilot or certified deputy pilot on board to direct the movements of the vessel when entering or leaving ports of this State; or when underway upon the navigable waters of the bays, rivers, harbors and ports.</li> <li>2. Nothing contained herein shall be construed to deny the services of a licensed State pilot to a vessel otherwise exempt who applies for such service.</li> </ul> <p>Published pursuant to Chapter 310.141, Florida Statutes, 2000.</p>
292	<b>WEIGHING</b> (Effective: February 15, 2009)
	Highway scales are available at the Port of Pensacola and operated by private terminal operators. Contact information for these operators is available upon request.
293	<b>WHARF CLEANING</b> (Effective: July 1, 2019) (C)
	All users of docks, wharves, sheds and other property of the Port of Pensacola shall be held responsible for cleaning of said property which they have been allowed to use or which has been assigned or leased to them, including adjacent aprons, yards open storage areas, rail tracks, roadways and gutters, as directed by the Port of Pensacola.
	If such user does not clean the docks, wharves or other property he has been using to the standards set by the Port of Pensacola within 72 hours of notice, the Port of Pensacola shall order the property cleaned and shall bill the user responsible at cost plus 20% as set forth in <a href="#">ITEM 430</a> . <b>In the case of docks, wharves and berth aprons used for vessel operations, such facilities must be cleaned to the standards set by the Port of</b>



	<p>Pensacola within 72 hours of the conclusion of vessel operations and no additional notice from the Port to the vessel's attending stevedore shall be required.</p> <p>All litter, dunnage, and refuse of all kinds must be cleaned up and disposed of at the end of each day and freight must be re-stacked as found, otherwise the work will be performed by the Port and the Port will bill the user responsible at cost plus 20% as set forth in <a href="#">ITEM 430</a>.</p>
294	<p><b>WHARF OBSTRUCTION</b> (Effective: July 1, 2019) (C)</p>
	<p>Stevedore's, <b>Port tenants and other Port users'</b> tools, appliances, equipment, gear, vehicles or other material or objects which are not part of the cargo <b>or other approved</b> operations will not be permitted to remain on the wharves or terminal facilities except at the discretion of the Port Director. If such obstruction is not removed within 24 hours after notification by the Port Director, such equipment and material will be stored and <u>\$25.00</u> charged for each day it remains unclaimed; together with expense of removal, storage or sale.</p>
295	<p><b>WHARF/TERMINAL LIGHTS; TRANSIT SHED USE</b> (Effective: July 1, 2019) (N) (I)</p>
	<p>Transit sheds are open for business from 0800 hours to 1700 hours, Monday through Friday, excluding holidays. Requests to utilize sheds on weekends, holidays, and before 0800 hours or after 1700 hours must be made <b>to the Port Operations Superintendent a minimum of four (4) hours</b> preceding the time requested. The agent <del>or</del>, stevedore <b>or freight handler</b> making the overtime request is responsible for payment of a charge amounting to <del>\$8.00 per hour</del> <b>\$75.00 per night</b> or fraction thereof. Said charge includes wharf and terminal lights whether or not both are utilized by the requesting party. <b>Nighttime operations conducted by non-cargo vessels must also be approved a minimum of four (4) hours in advance by the Port Operations Superintendent, and these operations will also be subject to a wharf and terminal lights fee of \$75.000 per night or fraction thereof.</b> Vessels ordered to work overtime by the Port Director are exempt from this charge.</p>
296a	<p><b>WHARFAGE – EARNED</b> (Effective: September 15, 2005)</p>
	<p>All cargo moved over or placed on a wharf, in transit sheds, covered storage sheds, open storage areas, shipside or on any port-owned property, land or facilities shall be considered to have earned wharfage when so placed and wharfage will be collected on it whether or not it is eventually loaded on a vessel.</p> <p>No wharfage charges will be assessed on ships' stores.</p>
296b	<p><b>WHARFAGE – RATE FOR CARGO MOVING DIRECTLY BETWEEN WATER AND WATER CARRIER</b> (Effective: September 15, 2005)</p>
	<p>Half-wharfage is applicable on any commodity being loaded or unloaded directly between vessels and barges or any combination thereof.</p>
296c	<p><b>WHARFAGE – RATE FOR TRANSSHIPMENT CARGO</b> (Effective: September 15, 2005)</p>
	<p>Import cargo which is to be reshipped in waterborne commerce from the Port of Pensacola will be assessed one-half (1/2) of the applicable wharfage rate outbound.</p> <p>In order for cargo to be entitled to the transshipment cargo wharfage rate, the owner's agent must designate in writing prior to vessel arrival that such cargo is to be reshipped.</p>

## Terminal Tariff 5-A

### SECTION THREE – WHARFAGE, LOADING, AND UNLOADING RATES

(All rates are per weight or measurement ton, whichever is greater, unless otherwise specified)

300	ARTICLES NOT OTHERWISE SPECIFIED (NOS) (Effective: July 1, 2019) (I)				
		<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u>	<u>Loading</u>
		Loose/Packages	<del>\$1.75</del> \$2.50	\$7.00	\$7.15
		Pallets/Pre-Palletized	<del>\$1.75</del> \$2.50	\$4.35	\$4.50
302	ALUMINUM, VIZ (Effective: July 1, 2019) (I) PLATE, SHEET ROOFING, SCRAP WHEN IN BUNDLES OR OTHER PACKAGES WIRE OR CABLE WHEN ON REELS WEIGHING NOT LESS THAT 1,000 POUNDS				
		<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u>	<u>Loading</u>
		To/From Trucks or Flat/Rack Cars	<del>\$1.40</del> \$2.00	\$3.50	\$3.50
		To/From Boxcars	<del>\$1.40</del> \$2.00	\$5.55	\$5.55
306	BAGGED PRODUCTS, VIZ (Effective: July 1, 2019) (I)				
	GRAIN, GRAIN PRODUCTS, GRAIN FLOUR OR MEAL, BEANS, LENTILS, PEAS, OTHER BAGGED PRODUCTS	<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u>	<u>Loading</u>
		Bags/Sacks/Packages – 56 lbs. or more	<del>\$0.80</del> \$1.50	\$7.00	\$7.00
		Bags/Sacks/Packages – Less than 56 lbs.	<del>\$0.80</del>	<del>\$7.00</del>	<del>\$7.00</del>
		Palletized – Flatbed Truck Loading Only	<del>\$0.80</del> 1.50	\$3.50	\$3.50
	<u>Product</u>	<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u>	<u>Loading</u>
	MILK: (DEHYDRATED/POWERED)	Bags/Sacks/Packages	<del>\$0.80</del> \$1.50	\$7.00	\$7.00
		Palletized – Flatbed Truck Loading Only	<del>\$0.80</del> \$1.50	\$3.50	\$3.50
	ROLLED OATS	Bags/Sacks/Packages – 56 lbs. or more	<del>\$0.80</del> \$1.50	\$7.00	\$7.00
		Bags/Sacks/Packages – Less than 56 lbs.	<del>\$0.80</del>	<del>\$7.00</del>	<del>\$7.00</del>
	RICE/RICE PRODUCTS	Bags/Sacks/Packages – 56 lbs. or more	<del>\$0.80</del> \$1.50	\$7.00	\$7.00
		Bags/Sacks/Packages – Less than 56 lbs.	<del>\$0.80</del>	<del>\$7.00</del>	<del>\$7.00</del>
	MISCELLANEOUS (NOS)	Bags/Sacks/Packages – 56 lbs. or more	<del>\$0.90</del> \$1.75	\$7.00	\$7.00

		<del>Bags/Sacks/Packages— Less than 56 lbs.</del>	<del>\$0.90</del>	<del>\$7.00</del>	<del>\$7.00</del>
		Pallets/Pre-Palletized	<del>\$0.90</del> \$1.75	\$3.50	\$3.50
308	<b>BEVERAGES</b> (Effective: July 1, 2019) (I)				
		<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u>	<u>Loading</u>
		All Kinds	<del>\$1.40</del> \$2.00	\$4.35	\$4.50
310	<b>BULK MATERIALS, DRY</b> (Effective: July 1, 2019) (I)				
	<u>Product</u>	<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u>	<u>Loading</u>
	NOT OTHERWISE SPECIFIED (NOS)	Railroad Cars/Dump Trucks	<del>\$1.40</del> \$2.00	\$5.00	\$5.00
	AGGREGATE, VIZ. (LIMESTONE/GRANITE/DREDGE MATERIAL/RIP RAP/ROCK)	From Self-Unloading Vessels To or From Railcars/Trucks	<del>\$0.60</del> \$0.75	\$3.00	\$3.00
	BAUXITE	From Self-Unloading Vessels To or From Railcars/Trucks	<del>\$1.40</del> \$2.00	\$5.00	\$5.00
	CEMENT/CEMENT PRODUCTS	Bulk Covered Hopper Cars/Dump Trucks	<del>\$1.40</del> \$2.00	\$5.00	\$5.00
	GYPSUM ROCK	Bulk Covered Hopper Cars/Dump Trucks	<del>\$1.40</del> \$2.00	\$5.00	\$5.00
	PUMICE	Bulk Covered Hopper Cars/Dump Trucks	<del>\$0.90</del> \$2.00	\$5.00	\$5.00
	SALT	Bulk Covered Hopper Cars/Dump Trucks	<del>\$1.40</del> \$2.00	\$5.00	\$5.00
312	<b>COTTON/COTTON LINTERS/RESINS IN BALES</b> (Effective: July 1, 2019) (I)				
		<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u>	<u>Loading</u>
		Railcars/Vans/Flatbed Trucks	<del>\$1.40</del> \$2.00	\$6.00	\$6.00
314	<b>IRON/STEEL ARTICLES, VIZ</b> (Effective: July 1, 2019) (I) ANGLES, BARS, BEAMS, BILLETS, CHANNELS, COILS, FLANGES, FLATS, PILING, PIPE, PLATES, RAILS, REBAR'S, ROUNDS, SLABS, AND TIN PLATE				
		<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u>	<u>Loading</u>
		Lifts/Bundles – To/From Flatbed Trucks; Proper Skids/Dunnage and Bundled/Packaged Properly for Forklift Equipment;	<del>\$1.35</del> \$1.90	\$3.20	\$3.20

		To/From Source (Other Than Flat Cars/Flatbed Trucks); Requiring Use of Crane; Proper Dunnage and Bundled/Packaged Properly for Wire Slings.	<del>\$1.35</del> \$1.90	\$3.65	\$3.65
	<p><b>NOTE:</b> In connection with above rates and charges, iron or steel articles such as flat stack, angles, reinforcing bars, foot lengths, or other articles that are not sufficiently packaged or reinforced to prevent bending or other damage when handled with forklift, trucks or cranes, will be handled only at owner's risk with no liability for damages resulting from to the Port of Pensacola.</p>				
316	<b>LIME</b> (Effective: July 1, 2019) (I)				
	<u>Product</u>	<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u>	<u>Loading</u>
	LIME HYDRATE	Bags/Pallets	<del>\$1.35</del> \$2.00	\$3.40	\$3.40
	LIME	Jumbo Sacks	<del>\$1.35</del> \$2.00	\$1.65	\$1.95
		Bulk	<del>\$1.35</del> \$2.00	\$5.00	\$5.00
318	<b>LUMBER, VENEER/FOREST PRODUCTS</b> (Effective: July 1, 2019) (I)				
	<u>Product</u>	<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u>	<u>Loading</u>
	LUMBER: (Uniform in Size; Unitized Requiring Only Mechanical Equipment)	All	<del>\$2.00</del> \$2.40 Per MBF	\$3.50 Per MBF	\$3.75 Per MBF
	PLYWOOD – BUNDLES: (SHEETROCK/DRYWALL/GYPSUM BOARD, etc.)	<del>Flatbed Trucks/Flat Cars</del> All	<del>\$1.40</del> \$2.40 Per MBF	\$3.50	\$3.75
		<del>Boxcars/Vans</del>	<del>\$1.40</del> Per MBF	<del>\$3.10</del>	<del>\$3.35</del>
	SHINGLES: (PALLETS/SKIDS)	<del>Flatbed Trucks/Flat Cars</del>	<del>\$1.40</del> \$2.00	<del>\$2.90</del>	<del>\$3.25</del>
		<del>Flatbed Trucks/Flat Cars</del> All	<del>\$1.40</del> \$2.00	\$3.55	\$3.80
	TIES: (RAIL/CROSS/STITCH) And TIMBERS (6x6 and over)	Flatbed Trucks/Flat Cars	<del>\$1.40</del> \$2.00	\$3.20	\$3.45
		Open Top Cars	<del>\$1.40</del> \$2.00	\$5.20	\$5.45
	TIMBER: (6 x 6 and over)	<del>Flatbed Trucks/Flat Cars</del>	<del>\$1.40</del>	<del>\$3.20</del>	<del>\$3.45</del>
		<del>Open Top Cars</del>	<del>\$1.40</del>	<del>\$5.20</del>	<del>\$5.45</del>
	LOGS/POLES/POSTS/PILING: (65 ft. or Less)	Flatcars/Trucks - Bundles	<del>\$1.40</del> \$2.00	\$3.50	\$3.75
		Flatcars/Trucks - Loose	<del>\$1.40</del> \$2.00	\$5.40	\$5.65
		Open Cars/Open Top Flatcars - in bundles	<del>\$1.40</del> \$2.00	\$4.50	\$4.75
	LOGS/POLES/POSTS/PILING: (Over 65 ft.)	Flatcars/Trucks - Bundles	<del>\$1.40</del> \$2.00	\$4.05	\$4.30
		Flatcars/Trucks - Loose	<del>\$1.40</del> \$2.00	\$6.05	\$6.30

		Open Cars/Open Top Flatcars - in bundles	<del>\$1.40</del> \$2.00	\$5.50	\$5.75
	LUMBER/PLYWOOD: (Exception)	Flatbed Trucks – Bundled and/or Packaged Properly for Fork Handling	<del>\$1.40</del> \$2.00	\$44.00 (Per Truck)	\$47.00 (Per Truck)
320	MAGNESITE, DEAD/BURNT/CALCINED (Effective: July 1, 2019) (I)				
	<u>Product</u>	<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u>	<u>Loading</u>
	POLYBAGS	Flatbed Trucks	<del>\$1.40</del> \$2.00	\$3.05	\$3.05
	POLYBAGS	Open Top Flatbed Trucks	<del>\$1.40</del> \$2.00	\$3.15	\$3.15
	BULK	Covered Hopper Cars/Dump Trucks	<del>\$1.40</del> \$2.00	\$5.00	\$5.00
322	METAL/ALLOY, VIZ (Effective: July 1, 2019) (I) ALUMINUM (BAR, BLOCK, INGOT, PIG OR SLAB), TIN (BAR, BLOCK, PIG, SLAB), ZINC AND ZINC ALLOYS (PIG OR SPELTER) WHEN IN BUNDLES				
		<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u>	<u>Loading</u>
		Boxcars/Vans	<del>\$1.40</del> \$2.00	\$3.50	\$3.50
		Flatbed Trucks	<del>\$1.40</del> \$2.00	\$2.90	\$2.90
324	PAPER/PAPER ARTICLES/WOOD PULP (Effective: July 1, 2019) (I)				
	<u>Product</u>	<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u>	<u>Loading</u>
	PAPER: (WASTE/SCRAP)	Baled	<del>\$1.45</del> \$2.00	\$3.75	\$4.50
	FIBERBOARD/LINERBOARD/ NEWSPRINT/PULPBOARD, WRAPPING PAPER	Rolled - Weighing Less Than 1,000 lbs.	<del>\$1.45</del> \$1.90	\$3.50	\$3.50
		Rolled - Weighing 1,000 lbs. or More	<del>\$1.45</del> \$1.90	\$3.50	\$3.50
	WOOD PULP/WOOD FLOUR	Boxcars/Vans - 500 to 550 lbs. per Bale (in 6-8 Bale Units)	<del>\$1.40</del> \$2.00	\$3.50	\$3.50
		Boxcars/Vans - 500 to 550 lbs. Per Bale (Loose)	<del>\$1.40</del> \$2.00	\$3.50	\$3.50
		Rolls/Other Units	<del>\$1.40</del> \$2.00	\$3.50	\$5.50
326	RUBBER (Effective: July 1, 2019) (I)				
	<u>Product</u>	<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u>	<u>Loading</u>
	NATURAL/SYNTHETIC (Not LIQUID/LATEX)	Baled/Packaged (Not Palletized)	<del>\$1.40</del> \$2.00	\$5.40	\$5.40
		Palletized/Unitized	<del>\$1.40</del> \$2.00	\$3.70	\$3.70

328	VEGETABLE OILS (Effective: July 1, 2019) (I)				
		<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u>	<u>Loading</u>
		Barrels/Drums	<del>\$1.45</del> \$2.00	\$4.10	\$4.35
		Boxes/Cases	<del>\$1.45</del> \$2.00	\$4.10	\$4.35
		Palletized for Mechanical Handling	<del>\$1.45</del> \$2.00	\$3.50	\$3.75
330	VEHICLES, VIZ (Effective: July 1, 2019) (I) AUTOMOBILES, BUSES, TRACTORS, TRUCKS, MOTORIZED VEHICLES, MOBILE HOMES, CRANES, RAILROAD CARS, PER UNIT, UNLESS OTHERWISE SPECIFIED				
	<u>Product</u>	<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u>	<u>Loading</u>
	AUTOMOBILES		<del>\$11.00</del> \$20.00	\$30.00	\$30.00
	TRUCKS	Over 5,000 to 20,000 lbs.	<del>\$11.00</del> \$20.00	\$30.00	\$30.00
		5,000 lbs. or Less	<del>\$11.00</del> \$20.00	\$30.00	\$30.00
	TRACTORS / COMBINES / AGRICULTURAL IMPLEMENTS		\$20.00	\$30.00	\$30.00
	JEEPS / HUMVEES - MILITARY		<del>\$11.00</del> \$20.00	\$30.00	\$30.00
	ARMORED PERSONNEL CARRIERS		<del>\$11.00</del> \$35.00	\$30.00	\$30.00
	TANKS - MILITARY		<del>\$20.00</del> \$35.00	\$50.00	\$50.00
	MOTOR HOMES/ MOBILE HOMES / HOUSE TRAILERS / PASSENGER BUS/SELF- PROPELLED CAMPING VEHICLE (Per Ton)		<del>\$1.40</del> \$75.00	\$5.00	\$5.25
	GRADING/ROAD MAKING MACHINERY (Per Ton)		<del>\$1.40</del> \$30.00	\$5.00	\$5.25
	MOBILE HOMES/CRANES (Per Ton)		\$1.40	\$5.00	\$5.25
	RAILROAD CARS – EMPTY (Per Ton)		<del>\$1.40</del> \$20.00	\$5.00	\$5.25
	RAILROAD CARS – LOADED (Per Net Ton-Contents Only)		<del>\$1.40</del> \$2.00	\$5.00	\$5.25

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## Terminal Tariff 5-A

### SECTION FOUR – GENERAL CHARGES

400	<p><b>DOCKAGE RATES (GSMTC)</b>  <i>(Effective: July 1, 2019) (I) (N)</i>            All vessels subject to a <u>\$100</u> minimum:</p> <p><b>ALL OCEAN-GOING VESSELS - INCLUDING OCEAN-GOING BARGES:</b></p>			
	<b>LENGTH OVERALL</b>	<b>LENGTH OVERALL</b>	<b>LENGTH OVERALL</b>	<b>RATE PER FOOT (*) PER 24 - HOURS</b>
	Over (in Feet)	Not Over (in Feet)	Not Over (in Meters)	(Except as Otherwise Provided)
	0	199	60.70	<del>\$ 2.77</del> \$ 2.90
	200	399	121.60	<del>\$ 3.64</del> \$ 3.81
	400	499	152.10	<del>\$ 4.95</del> \$ 5.18
	500	599	182.60	<del>\$ 6.65</del> \$ 6.96
	600	699	213.10	<del>\$ 7.72</del> \$ 8.08
	700	799	243.50	<del>\$ 9.80</del> \$10.25
	800	899	274.20	<del>\$11.81</del> \$12.35
	900	And Over		<del>\$14.12</del> \$14.77
	<b>BARGES:</b>			
		<b>LENGTH OVERALL</b>	<b>LENGTH OVERALL</b>	<b>RATE PER 24 - HOURS</b>
		Over (in Feet)	Not Over (in Feet)	
		0	199	<del>\$150.00</del> \$200.00
		200	And Over	<del>\$225.00</del> \$275.00
	<b>OTHER:</b>			
	<b>TUGS (not serving the Port), FISHING VESSELS, PLEASURE BOATS and OTHER WATERCRAFT</b>	<b>LENGTH OVERALL</b>	<b>LENGTH OVERALL</b>	<b>RATE PER 24 - HOURS</b>
		Over (in Feet)	Not Over (in Feet)	
		0	And Over	\$3.50
	(*) Reference <a href="#">ITEMS 221a - 221d</a> .			
	NOTE 1:			

One full day's dockage will be assessed for each 24-hour day or fraction thereof. Any vessel undocking within two (2) hours of expiration of its last 24-hour increment will not be billed an additional day's dockage.

**NOTE 2:**

Dockage will be computed on length overall as listed in Lloyd's Register of Shipping or Certificate of Registry or other official document deemed acceptable by the Port Director.

**NOTE 3:**

Ocean-going vessels in "repair" or "layup" status making application for layberth in advance of docking may be granted such ONLY if approved by the Port Director. Layberth dockage will be assessed at ~~65~~ 75% of the applicable published tariff rate.

- 1) Vessels permitted to arrive at dock at least 24 hours prior to starting work may apply for layberth status.
- 2) Requests for layberth status will not be considered once a vessel has docked, except that vessels permitted to remain at berth after completion of work may apply for layberth status to commence upon expiration of the last billing period for that vessel's working status. Such requests MUST be made prior to the vessel sailing.

**NOTE 4:**

Tugs will be exempt from dockage when landing tows. Tugs waiting in assist of ocean-going barges that are working will be exempt from dockage.

**NOTE 5:**

The Port Director may, subject to berth availability, intended use, length of stay, absence of interference with other Port of Pensacola users and activities, and other criteria as may from time to time be established by the Port Director, grant reduction of dockage.

404a FRANCHISE FEES – HANDLING GENERAL LICENSE  
(Effective: July 1, 2019) (I)

Each stevedore company and freight handler performing handling operations at the Port of Pensacola in accordance with a franchise issued by the Port, will be allowed to handle cargo and will be assessed the following charges for the privilege of cargo handling and for maintenance of facilities at the Port. Also applicable on self-loading and self-unloading vessels.

Specifications	Fee
All General Cargo (including container contents)	<del>\$0.30</del> \$0.35 (Per Ton)
Bulk Cargo	<del>\$0.15</del> \$0.18 (Per Ton)
Minimum Charge Per Rail Car	<del>\$22.50</del> \$25.00 (Each)
Minimum Charge Per Truck/Van/Container/Trailer	\$6.00 each

404b FRANCHISE FEES – STEVEDORES  
(Effective: July 1, 2019) (I)

Each stevedore company loading and/or unloading vessels at the Port of Pensacola in accordance with a franchise issued by the Port will be assessed the following charges for the privilege of conducting their



	operations and for maintenance of facilities at the Port. Also applicable on self-unloading and self-loading vessels.																									
	<u>Specifications</u>	<u>Fee</u>																								
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408	<p>HARBOR FEES (Effective: July 1, 2019) (I) (N)</p> <p>All vessels engaged in foreign, coastwise or intra-coastal trade, operating at the Port of Pensacola, shall be assessed a harbor fee based upon the registered length of the vessel, to defray the expense of the administration and maintenance of the port and harbor.</p> <p>LASH and SEABEE barges are exempt only when the barge-carrying vessel (mother vessel) is assessed the harbor fee.</p> <table border="1"> <thead> <tr> <th>LENGTH OVERALL</th> <th>LENGTH OVERALL</th> <th>RATE PER VESSEL CALL</th> </tr> <tr> <th>Over (in Feet)</th> <th>Not Over (in Feet)</th> <th></th> </tr> </thead> <tbody> <tr> <td>0</td> <td>199</td> <td><del>150.00</del> <b>165.00</b></td> </tr> <tr> <td>200</td> <td>399</td> <td><del>350.00</del> <b>385.00</b></td> </tr> <tr> <td>400</td> <td>499</td> <td><del>550.00</del> <b>605.00</b></td> </tr> <tr> <td>500</td> <td>599</td> <td><del>650.00</del> <b>715.00</b></td> </tr> <tr> <td>600</td> <td><b>And Over 799</b></td> <td><del>750.00</del> <b>825.00</b></td> </tr> <tr> <td><b>800</b></td> <td><b>And Over</b></td> <td><b>1,000.00</b></td> </tr> </tbody> </table> <p>SUPPLEMENT TO HARBOR FEE All vessels engaged in foreign, coastwise or intra-coastal trade that handle or transfer cargo in midstream or when anchored or moored to mooring facilities, including barge fleet mooring facilities, shall be assessed, in addition to the above regular harbor fees, a supplemental harbor fee of <del>0.15</del> <b>0.25</b> Per Ton, or fraction, based on the weight of the cargo so handled or transferred.</p> <p>This supplement to the harbor fee shall not be applicable when vessels are docked at regular cargo handling wharves. Vessels desiring to handle or transfer such cargo in midstream must first notify the Port of Pensacola.</p>		LENGTH OVERALL	LENGTH OVERALL	RATE PER VESSEL CALL	Over (in Feet)	Not Over (in Feet)		0	199	<del>150.00</del> <b>165.00</b>	200	399	<del>350.00</del> <b>385.00</b>	400	499	<del>550.00</del> <b>605.00</b>	500	599	<del>650.00</del> <b>715.00</b>	600	<b>And Over 799</b>	<del>750.00</del> <b>825.00</b>	<b>800</b>	<b>And Over</b>	<b>1,000.00</b>
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410	<p>LINE-HANDLING (Effective: July 1, 2019) (C)</p> <p>The service of line handling for mooring, unmooring and shifting of vessels is performed by service providers authorized to conduct business at the Port of Pensacola. Any concern performing line handling services at the Port of Pensacola must be insured in accordance with the policy types and limits specified in <a href="#">ITEM 241a</a>. <b>Firms currently authorized to perform line handling services at the Port of Pensacola are: Pate Stevedore Company (850-438-3648), Portside Marine &amp; Towing (850-777-1285), and Offshore Inland Marine (850-912-6966).</b></p>																									
420	PASSENGER WHARFAGE RATES																									

	(Effective: July 1, 2019) (I) (N)																
	<table border="1"> <thead> <tr> <th style="background-color: #ADD8E6;">Specifications</th> <th style="background-color: #ADD8E6;">Fee Per Passenger</th> </tr> </thead> <tbody> <tr> <td>Cruise Homeport Operations –Per Passenger</td> <td><del>\$10.00</del> \$15.00</td> </tr> <tr> <td>Cruise Port of Call Operations –Per Passenger</td> <td><del>\$5.00</del> \$10.00</td> </tr> <tr> <td>Persons aboard cargo, research or other commercial vessels booked as Passengers</td> <td>\$15.00</td> </tr> <tr> <td>Ferry, day cruise, dinner cruise and other operations using Pensacola Ferry Terminal dock</td> <td>\$ 5.00</td> </tr> </tbody> </table>	Specifications	Fee Per Passenger	Cruise Homeport Operations –Per Passenger	<del>\$10.00</del> \$15.00	Cruise Port of Call Operations –Per Passenger	<del>\$5.00</del> \$10.00	Persons aboard cargo, research or other commercial vessels booked as Passengers	\$15.00	Ferry, day cruise, dinner cruise and other operations using Pensacola Ferry Terminal dock	\$ 5.00						
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426	<p><b>RAILCAR SHUNTING</b> (Effective: July 1, 2019) (I) (C)</p> <p>Unless otherwise specified herein, only the Port of Pensacola may shunt (switch) railcars within the terminal facilities or on Port-owned or -operated tracks, land or facilities after initial railcar placement by the rail carrier and prior to pickup of railcars by the rail carrier for removal from the Port. Shippers, consignees and freight handlers may not shunt railcars within the terminal facilities or on Port-owned or -operated tracks, lands or facilities. The first repositioning of loaded railcars to or from the working platform will be provided by the Port at no charge, if requested in a timely manner during normal working hours (<a href="#">ITEM 237</a>).</p> <p>Any shunting requested after the first repositioning, or outside of normal working hours, will be assessed the following rates, plus overtime (<a href="#">ITEM 430</a>) if applicable:</p> <table border="1"> <thead> <tr> <th style="background-color: #ADD8E6;">Specifications</th> <th></th> </tr> </thead> <tbody> <tr> <td></td> <td><del>\$30.00</del> \$90.00 Per Loaded Railcar</td> </tr> <tr> <td></td> <td>or</td> </tr> <tr> <td></td> <td><del>\$150.00</del> \$450.000 Per Hour, or any fraction thereof</td> </tr> </tbody> </table> <p>When the Port is required to shunt railcars alongside vessels or within the Port by means of mechanical equipment, charges for same will be assessed against ocean vessels, their owners, agents, operators, firms or party requesting such service at the following rates, plus overtime if applicable:</p> <table border="1"> <thead> <tr> <th style="background-color: #ADD8E6;">Specifications</th> <th></th> </tr> </thead> <tbody> <tr> <td></td> <td><del>\$30.00</del> \$90.00 Per Loaded Railcar</td> </tr> <tr> <td></td> <td>or</td> </tr> <tr> <td></td> <td><del>\$150.00</del> \$450.000 Per Hour, or any fraction thereof</td> </tr> </tbody> </table> <p>The party ordering shunting services shall have the option of selecting either the per-car or the hourly rate, whichever is most economical, on an order-by-order basis, at the time each order is placed. In cases where no preference is expressed at the time the service order is placed, the per-railcar rate shall automatically apply.</p> <p><b>NORMAL WORKING HOURS</b> (see <a href="#">ITEM 254</a>): Shippers, consignees and freight handlers desiring a railcar(s) to be shunted within the Port facilities must notify the Port Director or his designee by telephone, fax or in person of the desired shunt. The Port will perform the requested shunt as soon after its receipt of notification as is reasonably practicable in light of all material considerations.</p> <p><b>OUTSIDE OF NORMAL WORKING HOURS:</b></p>	Specifications			<del>\$30.00</del> \$90.00 Per Loaded Railcar		or		<del>\$150.00</del> \$450.000 Per Hour, or any fraction thereof	Specifications			<del>\$30.00</del> \$90.00 Per Loaded Railcar		or		<del>\$150.00</del> \$450.000 Per Hour, or any fraction thereof
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Shippers, consignees and freight handlers desiring a railcar(s) to be shunted within the Port facilities must notify the Port Security by telephone, fax or in person of the desired shunt. The Port will perform the requested shunt as soon after its receipt of notification as is reasonably practicable in light of all material considerations.

EXCEPTION:

Lessees and Terminal Operators owning or leasing their own railcar mover(s), track mobile(s), yard engine(s) or other railcar moving devices deemed acceptable by the Port Director, may shunt (switch) railcars consigned to their terminals ~~after normal working hours, on weekends and on holidays ONLY and only by~~ utilizing their owned or leased equipment and shall do so in accordance with any and all rules, regulations, restrictions, policies or procedures that may be imposed at any time at the full discretion of the Port Director including, but not necessarily limited to, restrictions on the speed, weight or numbers of railcars permitted to be shunted in a single move. Any violation of such rules established by the Port may result in the loss of railcar shunting privileges. ~~Railcar shunting on behalf of Lessees and Terminal operators during normal weekday working hours shall be conducted ONLY by the Port of Pensacola and must be scheduled in accordance with provisions outlined elsewhere in this ITEM. Normal charges as outlined above shall apply unless otherwise ordered by the Port Director.~~

Lessees and Terminal Operators conducting their own shunting in accordance with this exception assume and accept all liability and responsibility for any and all injury to persons or damage to property that may be caused as result of the actions of the Lessee or Terminal Operator or its employee(s) or agent(s), ~~including any and all damage to tracks, switches, spurs, turnouts, and other infrastructure regardless of the condition of said infrastructure at the time the damage occurred as well as full responsibility for safely righting any and all derailments, including paying any and all costs for related emergency response that may be required.~~

In any and all cases of injury to person(s) or damage to property, a complete, detailed incident report shall be filed with the Port of Pensacola Cargo Operations Superintendent no later than 0830 the next regular business day. Said report shall include, at a minimum, the date, time and location of the incident, detailed narrative describing the occurrence, a detailed listing of all resulting injuries and property damage, and the full names of all equipment operator(s), signal men, watchmen, and/or shunting crew members involved, and the name and full contact information for the Lessee or Terminal Operator on whose behalf shunting operations were be conducted. All incident reports will be maintained on file with the Port of Pensacola. All incidents will be tracked and, based on incident volumes, incident severities, or a combination thereof, the Port Cargo Operations Superintendent may, at any time, revoke any operator’s authority to conduct railcar shunting operations at the Port of Pensacola.

Lessees and Terminal Operators conducting their own shunting in accordance with this exception must maintain on file with the Port of Pensacola a Hold Harmless Agreement signed annually by the Lessee or Terminal Operator and all employees or agents authorized to conduct shunting on its behalf as well as a complete, up-to-date listing of all employees and agents authorized to conduct shunting activities on its behalf. ~~All Lessees and Terminal Operators conducting their own shunting in accordance with this exception, and all authorized employees and/or agents thereof, agree to comply with any and all railcar shunting policies and/or procedures that may be implemented by the Port of Pensacola at any time.~~

428

RAILCAR STORAGE  
(Effective: June 23, 2007)

	Working railcars arriving at the Port of Pensacola for either loading or discharge shall be afforded 5 calendar days free dwell time on port beginning immediately upon arrival in order to allow sufficient time for the railcar to be received, worked and removed from the port. After 5 calendar days, storage shall be assessed at a rate of <u>\$1.50 Per Railcar, Per Day</u> .																																									
429	<p>RAIL TRACK USAGE &amp; MAINTENANCE FEE (Effective: July 1, 2019) (N)</p> <p>Lessees and Terminal Operators conducting their own railcar shunting in accordance with <a href="#">ITEM 426</a> shall pay to the Port a Rail Track Usage &amp; Maintenance Fee of \$25.00 per railcar moved. Rail Track Usage &amp; Maintenance Fees will be invoiced to Lessees and Terminal Operators at the beginning of each month for the prior month's activity as tracked by the Port Operations Division.</p>																																									
430	<p>SCHEDULE OF MISCELLANEOUS LABOR RATES AND RENTAL CHARGES (Effective: July 1, 2019) (I) (N)</p> <p>The Port of Pensacola does not furnish equipment with labor or supplies, except in the event of a special emergency situation or to perform other-than-normal cargo operations. A specific request for the use of Port labor, equipment, or supplies must be submitted to and approved by the Port Director in advance. When such requests are approved by the Port Director, the following charges will be assessed:</p> <p>LABOR - Per Hour:</p> <table border="1"> <thead> <tr> <th>Specifications</th> <th colspan="2">Fee</th> </tr> </thead> <tbody> <tr> <td>Supervisors</td> <td><del>\$50.00</del></td> <td>\$100.00</td> </tr> <tr> <td>Mechanics &amp; Equipment Operators</td> <td><del>\$45.00</del></td> <td>\$ 75.00</td> </tr> <tr> <td>Laborers</td> <td><del>\$30.00</del></td> <td>\$ 50.00</td> </tr> <tr> <td>Security Officers (With 30 Hours Advance Notice)</td> <td><del>\$30.00</del></td> <td>\$ 50.00</td> </tr> <tr> <td>Security Officers (With Less Than 30 Hours Advance Notice)</td> <td><del>\$45.00</del></td> <td>\$ 75.00</td> </tr> </tbody> </table> <p>The rate for overtime, including Saturday and Sunday, will be 1 1/2 times the regular rate. The rate for overtime on Legal Holidays (as described in <a href="#">ITEM 237</a>) will be 2 1/2 times the regular rate. Overtime will be subject to a minimum charge of 2 hours, except for Saturday, Sunday and Legal Holidays which will be subject to a minimum charge of 4 hours. After minimum has been met, billing minimum is in 1/2 hour increments. The 2-hour minimum charge will not apply to the hours between 0700 and 0800 and 1700 and 1800, weekdays.</p> <p>EQUIPMENT:</p> <table border="1"> <thead> <tr> <th>Specifications</th> <th>Per Day Fee</th> <th>Per Week Fee</th> </tr> <tr> <td>ITEM</td> <td>(8 Hours)</td> <td>(40 Hours)</td> </tr> </thead> <tbody> <tr> <td>Forklift (8,000 lb. Capacity)</td> <td><del>\$175.00</del> \$225.00</td> <td><del>\$800.00</del> \$1,100.00</td> </tr> <tr> <td>Forklift (10,000 lb. Capacity)</td> <td><del>\$225.00</del> \$300.00</td> <td><del>\$1,000.00</del> \$1,350.00</td> </tr> <tr> <td>Forklift Operator</td> <td><del>\$360.00</del> \$600.00</td> <td><del>\$1,800.00</del> \$2,700.00</td> </tr> <tr> <td>Sweeper with Operator</td> <td><del>\$500.00</del> \$750.00</td> <td><del>\$2,500.00</del>-\$3,300.00</td> </tr> <tr> <td>Boat with Operator</td> <td>\$1,200.00</td> <td>\$5,400.00</td> </tr> </tbody> </table>			Specifications	Fee		Supervisors	<del>\$50.00</del>	\$100.00	Mechanics & Equipment Operators	<del>\$45.00</del>	\$ 75.00	Laborers	<del>\$30.00</del>	\$ 50.00	Security Officers (With 30 Hours Advance Notice)	<del>\$30.00</del>	\$ 50.00	Security Officers (With Less Than 30 Hours Advance Notice)	<del>\$45.00</del>	\$ 75.00	Specifications	Per Day Fee	Per Week Fee	ITEM	(8 Hours)	(40 Hours)	Forklift (8,000 lb. Capacity)	<del>\$175.00</del> \$225.00	<del>\$800.00</del> \$1,100.00	Forklift (10,000 lb. Capacity)	<del>\$225.00</del> \$300.00	<del>\$1,000.00</del> \$1,350.00	Forklift Operator	<del>\$360.00</del> \$600.00	<del>\$1,800.00</del> \$2,700.00	Sweeper with Operator	<del>\$500.00</del> \$750.00	<del>\$2,500.00</del> -\$3,300.00	Boat with Operator	\$1,200.00	\$5,400.00
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Sweeper/forklift with operator rental **and boat with operator rental** will be subject to a minimum charge of 2 hours, except for Saturday, Sunday and Legal Holidays, which will be subject to a minimum charge of 4 hours. The Port of Pensacola will not rent sweeper **or boat** without a Port operator. Forklift rentals commence at 0800 hours and end at 1700 hours, Monday through Friday. Forklifts will be rented with a full tank of gas and returned with a full tank. Failure to fill the tank prior to returning will result in a charge of ~~\$4.50~~ **\$6.00** Per Gallon to fill the tank.

CHARGES FOR MISCELLANEOUS SERVICES/MATERIALS

Unless otherwise specifically provided to the contrary in other Rules, Sections, or Items of the Tariff, materials and/or services of a miscellaneous nature may be supplied and/or performed by the Port of Pensacola at its option and convenience on a basis of actual cost of labor, supervision, equipment, supplies and materials, plus 20%.

434

**SECURITY FEE (GSMTc)**  
**(Effective: July 1, 2019) (I)**

A security surcharge, as described in this tariff item, shall be assessed against, and collected from, all vessels, barges and cargo interests utilizing services or facilities at the Port of Pensacola in accordance with notice filed with the Federal Maritime Commission by the Gulf Seaports Marine Terminal Conference.

The security surcharge is assessed to recover costs incurred for security assessments, security plans, equipment purchase, installation and maintenance, and staffing required to implement and maintain surveillance and access controls mandated by the Maritime Transportation Security Act of 2002 and U.S. Coast Guard regulation 33 CFR 105.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional Security costs associated with an increase in MARSEC Level mandated by the U.S. Department of Homeland Security.

The security surcharge will be assessed against vessels and barges as a percentage of total dockage charged, and as a tonnage fee against cargo, with the exception of containers, which will be assessed on a per unit basis. The security surcharge will be assessed in addition to all other fees which may be due under this tariff as follows:

Specifications

	FEE AGAINST	RATE	BASIS
	Vessels/Barges	<del>9.01%</del> <b>9.82%</b>	Of Dockage

Specifications

	FEE AGAINST Cargo	CARGO TYPE	RATE	BASIS
		Break Bulk	<del>\$0.19</del> <b>\$0.206</b>	Per Short Ton
		Bulk (Dry/Liquid)	<del>\$0.04</del> <b>\$0.047</b>	Per Short Ton
		Containers	<del>\$3.97</del> <b>\$4.34</b>	Each
		Vehicles	<b>\$1.00</b>	Each

		Passengers	\$1.00	Each
436a	RESERVED			
436b	<b>STORAGE CHARGES - FOR ALL COMMODITIES (INCLUDING N.O.S.)</b> (Effective: July 1, 2019) (I)			
	All commodities listed in <a href="#">Section III</a> of this Tariff will be assessed storage in accordance with the following schedule of rates upon expiration of free time:			
	<u>Specifications</u>			
	INSIDE:			
		First 15 – Day Period	<del>\$0.20</del> \$0.30	Per Ton, Per Day
		Second 15 – Day Period	<del>\$0.30</del> \$0.45	Per Ton, Per Day
		Thereafter	<del>\$0.50</del> \$0.75	Per Ton, Per Day
	<u>Specifications</u>			
	OUTSIDE:			
		First 15 – Day Period	<del>\$0.15</del> \$0.23	Per Ton, Per Day
		Second 15 – Day Period	<del>\$0.25</del> \$0.38	Per Ton, Per Day
		Thereafter	<del>\$0.45</del> \$0.68	Per Ton, Per Day
	<u>Specifications</u>			
	VEHICLES:	Including automobiles, buses, motorcycles, tractors, trucks, trailers, motorized vehicles, mobile homes, cranes, railroad cars (Wharfage <a href="#">ITEM 330</a> ) will be assessed storage in accordance with the following schedule of rates upon expiration of free time:		
		First 15 – Day Period	<del>\$1.50</del> \$2.25	Per Vehicle, Per Day
		Thereafter	<del>\$3.00</del> \$4.50	Per Vehicle, Per Day
440	<b>WATER</b> (Effective: July 1, 2019) (I)			
	Rates for fresh water delivered to vessels at wharves shall be as follows:			
	<u>Specifications</u>	<u>Fees</u>		
	Vessels - Per Ton (240 Gallons)	<del>\$1.50</del> \$1.65		
	Hookup Fee/Meter Installation	<del>\$25.00</del> \$30.00		
	An additional fee of <del>\$75.00</del> \$100.00 will be charged when water is requested during overtime hours.			
	<p>ONLY PORT OF PENSACOLA PERSONNEL are permitted to make connections and install metering devices to fresh water pumping stations at the Port of Pensacola. The vessel's agent, captain, master or other authorized representative MUST contact Port Security a minimum of two (2) hours in advance on weekdays to schedule fresh water connections during regular working hours. Evening, weekend and holiday service must be scheduled no later than 3 p.m. local time the last regular business day preceding the required service date.</p> <p>Indicating the need to take on fresh water on berth applications is considered a courtesy notification only and DOES NOT constitute the scheduling of service.</p>			

	Any vessel taking on water without proper advance scheduling or without having a metering device properly affixed at the pumping location by Port Personnel will be charged three times the above rate on the vessel's total tank capacity, plus three times the overtime rate, regardless of whether water was taken on during straight-time or overtime hours.	
442	<b>WATER HOSE RENTAL</b> (Effective: July 1, 2019) (I)	
	When the Port of Pensacola is requested to furnish a water hose, rental rates will be charged in accordance with the following schedule. All water hose made available by the vessel must be free of leaks or Port of Pensacola water hose must be used when available.	
	<u>Specifications</u>	<u>Fees</u>
	Per 50-Foot Section	<del>\$5.00</del> \$10.00
	Minimum Charge	<del>\$10.00</del> \$20.00

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## Terminal Tariff 5-A

### SECTION FIVE – CONTAINERS

500	CONTAINER: POINT-OF-REST (Effective: September 15, 2005)
	Except as otherwise provided in this Tariff, all container cargo will be received at and delivered to the terminal at a point-of-rest designated by the Port of Pensacola.
502	HANDLING OF CONTAINERS (Effective: September 15, 2005)
	General-license stevedores and/or freight handlers will exercise physical control and perform container-handling services over the entire time that a container is in the container-marshaling yard or on Port of Pensacola facilities.
504	INTERIM PARKING AREA (Effective: September 15, 2005)
	The term "interim parking area," as used in this Tariff shall refer to a designated parking area, when available, on the terminal where loaded or empty containers on wheels, bogeys, chassis or frames may be temporarily parked during hours or periods of time when the terminal is not open for the receipt or delivery of containers. The Port of Pensacola will not assume responsibility for loss or damage to containers or the contents thereof when placed in the interim parking area.
506	MARSHALING YARD (Effective: September 15, 2005)
	The term "marshaling yard," as used in this Tariff, shall refer to the designated area on the terminal where loaded or empty seagoing containers can be physically exchanged by the inland carrier (or its contractual agent) and the other carrier, through the controlled medium of the Port of Pensacola's marine terminal.
508	RECEIVING/DELIVERING CONTAINER (Effective: September 15, 2005)
	The term "receiving or delivering container," as used in this Tariff, shall refer to physical acceptance or delivery of a container, empty or loaded, at the Port of Pensacola from or to the inland carrier, so as to facilitate physical exchange of the container between the inland carrier and the water carrier from the point-of-rest.  Under the term "receiving or delivering container," the Port of Pensacola will, by use of its own mechanical equipment, perform the necessary interim functions to effect the physical exchange of a container between the inland carrier and the water carrier berthing at the terminal.
510	RE-HANDLING CONTAINER (Effective: September 15, 2005)
	The term "re-handling container," as used in this Tariff, shall refer to the moving of a so-called "standard 20', 35' or 40' seagoing container" from or to the point-of-rest to or from a designated point on the terminal including movement to or from container freight station.
512	RELOCATION OF EMPTY CONTAINER (Effective: September 15, 2005)



	The term, "relocation of empty container," as used in this Tariff, shall refer to the removal of any empty container from a stack and placement on steamship-line-owned or leased chassis for movement to container freight station. This also applies to empty containers returned from the container freight station to the stack.
514	<b>SEGREGATION OF CONTAINER</b> (Effective: September 15, 2005)
	The term, "segregation of container," as used in this Tariff shall refer to the movement of a container from one location to another location in close proximity within the marshaling yard, without the use of a yard-jockey or tractor upon instructions from the vessel or its authorized agent.
516a	<b>RECEIVING OF CONTAINER: FROM INLAND CARRIER</b> (Effective: September 15, 2005)
	Upon instructions from the vessel and/or its authorized agent, a wheeled container will be appropriately moved into position in the container-marshaling yard by the inland motor carrier or rail carrier (or its contractual agent) or flatbed trailer by the Port of Pensacola with its own labor and mechanical equipment. In turn, the container will be grounded or stacked by the Port of Pensacola in the marshaling yard at a point-of-rest awaiting movement to the vessel. When so requested, the Port of Pensacola will inform the vessel and/or its authorized agent as to the exact location of the container. The vessel and/or its authorized agent will, in turn, remove the container from the point-of-rest in the marshaling yard and transport the container to the vessel.
516b	<b>RECEIVING OF CONTAINER: HAVING DAMAGE OR VARIANCES WHICH IMPEDE NORMAL MOVEMENT</b> (Effective: September 15, 2005)
	Seagoing containers having damage or variances which may impede normal movement with the Port of Pensacola's mechanical equipment will not be received or handled unless prior arrangements have been made with the Port Director.
518	<b>DELIVERY OF CONTAINER TO INLAND CARRIER</b> (Effective: September 15, 2005)
	The Port of Pensacola will receive a container without wheels from the vessel and/or its authorized agent at a point-of-rest in the container-marshaling yard for delivery to an inland motor carrier or rail carrier (or its contractual agent). The vessel and/or its authorized agent will ground or stack the container in the marshaling yard at a point-of-rest designated by the Port of Pensacola. When so requested by the vessel and/or its authorized agent, the Port of Pensacola, with its labor and mechanical equipment, will remove the container from its point-of-rest and place the container on wheels, bogeys, chassis, frames or flatbed trailer for delivery to the inland motor carrier or rail carrier (or its contractual agent).
520	<b>TRANSFER OF CONTAINERS BETWEEN VEHICULAR CONVEYANCES</b> (Effective: September 15, 2005)
	Upon instructions from the vessel and/or its authorized agent or shipper or consignee or their agents, the Port of Pensacola will perform transfer service between flatbed trailers and bogeys; between flatbed trailers and flatbed trailers; or, between bogeys and bogeys where the movement between vehicles does not require extensive movement by the container-handling equipment as determined by the Port of Pensacola.
522	<b>CONTAINERS LOADED IN EXCESS OF RATED CAPACITY</b> (Effective: September 15, 2005)

	<p>The rates, rules, regulations and charges published in this Section are not applicable to standard seagoing containers loaded in excess of their rated capacity. The Port of Pensacola will not permit its mechanical equipment designated for movement or carriage of containers) to be used in any way to lift, move, or transport a container which is loaded in excess of the container's rated capacity. Should the Port of Pensacola transport a container which is loaded in excess of the rated capacity, the party or parties requesting such use shall be held liable for all losses, claims, demands and suits for damages, including death and personal injury, including court costs and attorneys' fees, incident to or resulting from such unauthorized use.</p>		
524	<p><b>CHARGES FOR CONTAINER SERVICES DURING OTHER THAN NORMAL WORKING HOURS</b> (Effective: September 15, 2005)</p>		
	<p>Rates and charges for receiving, delivering and/or re-handling containers as set forth in this Tariff are applicable only during recognized working hours and days as set forth in <a href="#">ITEM 237</a> of this Tariff.</p> <p>Upon written authorization by vessels or their agents, containers will be received, delivered and/or re-handled by the Port of Pensacola at time other than recognized work hours or days, subject to the following charges or conditions:</p> <p>One charge for receiving, delivering and/or re-handling as set forth in this Tariff will be assessed for each service performed subject to a minimum of one container per hour plus the actual total overtime cost. All charges will be for the account of the vessel or its agent.</p>		
528a	<p><b>FREE TIME: IMPORT CONTAINERIZED TRAFFIC</b> (Effective: September 15, 2005)</p>		
	<p>The free time allowed for removing import containers and container cargo, inclusive of Saturdays, Sundays and legal holidays, shall be as follows:</p>		
	<p><u>Specifications</u></p> <table border="1"> <tr> <td>Import Traffic</td> <td>30 Days</td> </tr> </table> <p>On house containers, free time shall not be more than 10 days (inclusive of Saturdays, Sundays and Legal Holidays).</p>	Import Traffic	30 Days
Import Traffic	30 Days		
528b	<p><b>FREE TIME: EXPORT CONTAINERIZED TRAFFIC</b> (Effective: September 15, 2005)</p>		
	<p>The free time allowed for assembling export containers and container cargo, inclusive of Saturdays, Sundays, and legal holidays, shall be as follows:</p>		
	<p><u>Specifications</u></p> <table border="1"> <tr> <td>Export Traffic</td> <td>30 Days</td> </tr> </table>	Export Traffic	30 Days
Export Traffic	30 Days		
	<p>1. LCL TRAFFIC: Upon the request of the export shipper or its agent to the Port of Pensacola, cargo stuffed into containers at the terminal facilities may be granted extended free time not to exceed 15 days (inclusive of Saturdays, Sundays, and Legal Holidays) after loading into container, in addition to the 15-day free time provided above. Cargo upon which such extended free time has been granted shall be designated on dock receipt upon arrival at the terminal facilities as "hold on dock for consolidation." Cargo not so designated and cargo not actually consolidated into containers on the piers will not be entitled to the granting of extended free time.</p> <p>2. FCL TRAFFIC:</p>		

On consolidated export container shipments, upon request of the export shipper or its agent to the Port of Pensacola, container consolidation time not to exceed 15 days (inclusive of Saturdays, Sundays, and Legal Holidays) may be granted to loaded containers in addition to the free time provided above. Containers upon which such consolidation time has been granted shall be designated on dock receipts as "hold on dock for consolidation." Containers not so designated and containers not actually consolidated on the piers will not be entitled to the granting of consolidation time. As used in this Section, "consolidated export container shipments" shall mean shipments of cargo commodities which move under a single bill-of-lading to overseas consignees in more than one TEU container.

3. Upon request of the export shipper or its agent to the Port of Pensacola, containers stuffed at the terminal facilities in accordance with Paragraph A) above, may be granted additional free time as provided for in Paragraph B, subject to availability of space on approval by the Port Director. In no instance will free time exceed 45 days (inclusive of Saturdays, Sundays, and Legal Holidays).
4. On consolidated export container shipments as defined and provided for in Paragraph A) above, upon written request by the export shipper or its agent and subject to the availability of space, containers delivered to an inland carrier by the Port of Pensacola for ultimate shipment by waterborne transportation may be granted an exemption from [ITEM 208e](#) of this Tariff, provided such charge is waived by the Port Director.
5. On house containers, free time shall not be more than 10 days (inclusive of Saturdays, Sundays and Legal Holidays).

532

**RATES AND CHARGES: CONTAINERIZED TRAFFIC**  
(Effective: July 1, 2019) (I) (C)

The following charges apply on containers and/or chassis not exceeding 40' in length or loaded in excess of rated capacity. These charges are assessed against the vessel or its agent unless arrangements to do otherwise have been made with and approved by the Port Director.

Specifications				
WHARFAGE	EMPTY CONTAINERS	20' or Less	<del>\$3.00</del> \$4.50	Per Unit
		More than 20'	<del>\$5.00</del> \$7.50	Per Unit

Specifications				
WHARFAGE	LOADED CONTAINERS	Per Net Ton of Contents Only	<del>\$1.75</del> \$2.00	

Specifications				
HANDLING FEES	To be quoted by the handling Stevedore. Receiving/Delivering Containers (Reference <a href="#">ITEM 516a</a> )		\$16.50	Per Container
	Receiving/Delivering Containers—Wheeled Operations (Reference <a href="#">ITEM 516a</a> )		\$16.50	Per Container
	Re-handling Containers		\$12.10	Per Container

		<b>Segregation of Containers</b>	<b>\$22.00</b>	<b>Per Container</b>
		<b>Relocation of Empty Containers</b>	<b>\$16.50</b>	<b>Per Container</b>
		<b>Receiving/Delivering Empty Chassis or Handling Underframes without Containers</b>	<b>\$11.00</b>	<b>Per Unit</b>
		<b>Transfer of Containers between Vehicular Conveyances</b>	<b>\$27.50</b>	<b>Per Unit</b>
	<p>Note 1: Receiving, delivering or handling underframes or chassis does not include any inspection for visible damage. The Port of Pensacola assumes no responsibility for condition of containers, contents therein, underframes, or road-serviceability of equipment.</p> <p>Note 2: For Handling and Stevedoring Franchise Fees applicable to container cargo, see <a href="#">ITEM 404a</a> and <a href="#">ITEM 404b</a>.</p> <p>Note 3: For Security Fee applicable to container cargo, see <a href="#">ITEM 434</a>.</p>			
534	<b>CONTAINER STORAGE</b> (Effective: July 1, 2019) (I) (C)			
	Storage charges on containers held in excess of free time shall be as follows:			
	<u>Specifications</u>			
	EMPTY			
	Container	Less Than 21' in Length	Per 15-day period or Fraction Thereafter	<del>\$18.00</del> <b>\$22.00</b> Per Container
		Over 21' in Length	Per 15-day period or Fraction Thereafter	<del>\$30.00</del> <b>\$35.00</b> Per Container
	LOADED			
	Container	Any Size	Per 15-day period or Fraction Thereafter	<del>\$1.80</del> <b>\$2.50</b> Per Container
	<b>Container Blast Freezer Unit</b>		<b>Per Month</b>	<b>\$175.00</b> Per Container

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## Terminal Tariff 5-A

### SECTION SIX – FOREIGN TRADE ZONE NO. 249

600	<p><b>ROLE OF THE PORT OF PENSACOLA</b> (Effective: July 1, 2019) (C)</p> <p>The Port of Pensacola is one of five designated sites within Foreign Trade Zone No. 249 (FTZ #249). Grantee authority for FTZ #249 is through the Pensacola-Escambia <del>County Promotion and</del> Development Commission (PEDC), which resides in the offices of the <del>Pensacola Area Chamber of Commerce, Office of the Vice President for Existing Business Services, 117 W. Garden St., Pensacola, FL 32501; telephone: (850) 438-4081</del> Escambia County Commission, Office of the County Administrator, 221 Palafox Place, Suite 420, Pensacola, FL 32502; telephone: (850) 595-4947.</p> <p>The role of the Port of Pensacola in the FTZ program is to market the benefits of Zone program participation to present and future port tenants, users and customers in an effort to attract new Zone users and program beneficiaries to Port facilities and other designated sites within the Zone.</p>																			
602	<p><b>SITE DESCRIPTIONS</b> (Effective: September 15, 2005)</p> <p>All sites within Foreign Trade Zone #249 are designated as General Purpose Zone Sites unless otherwise specified.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">SITE #</th> <th style="text-align: center;">LOCATION</th> <th style="text-align: center;">DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>PORT OF PENSACOLA</td> <td>The entire 50-acre commercial port area owned by the City of Pensacola, excluding approximately 10 acres of dredge disposal site currently owned by the US Army Corps of Engineers.</td> </tr> <tr> <td style="text-align: center;">2</td> <td>PENSACOLA REGIONAL AIRPORT</td> <td>The entire 1,400-acre airport site.</td> </tr> <tr> <td style="text-align: center;">3</td> <td>PENSACOLA MARINE TERMINAL</td> <td>The entire 70-acre complex, configured for marine waterfront industrial use and zoned M-2 (Heavy Industrial) by the City of Pensacola.</td> </tr> <tr> <td style="text-align: center;">4</td> <td>SPRUCE STREET INDUSTRIAL WAREHOUSE</td> <td>9.7 acres of the former Florida Drum Corp. manufacturing and warehouse facility, zoned ID-2 (Heavy Industrial) by Escambia County.</td> </tr> <tr> <td style="text-align: center;">5</td> <td>CENTURY INDUSTRIAL PARK</td> <td>140-acre industrial park in northern Escambia County approximately 45 miles from the City of Pensacola, zoned industrial/mixed use by the City of Century.</td> </tr> </tbody> </table>		SITE #	LOCATION	DESCRIPTION	1	PORT OF PENSACOLA	The entire 50-acre commercial port area owned by the City of Pensacola, excluding approximately 10 acres of dredge disposal site currently owned by the US Army Corps of Engineers.	2	PENSACOLA REGIONAL AIRPORT	The entire 1,400-acre airport site.	3	PENSACOLA MARINE TERMINAL	The entire 70-acre complex, configured for marine waterfront industrial use and zoned M-2 (Heavy Industrial) by the City of Pensacola.	4	SPRUCE STREET INDUSTRIAL WAREHOUSE	9.7 acres of the former Florida Drum Corp. manufacturing and warehouse facility, zoned ID-2 (Heavy Industrial) by Escambia County.	5	CENTURY INDUSTRIAL PARK	140-acre industrial park in northern Escambia County approximately 45 miles from the City of Pensacola, zoned industrial/mixed use by the City of Century.
SITE #	LOCATION	DESCRIPTION																		
1	PORT OF PENSACOLA	The entire 50-acre commercial port area owned by the City of Pensacola, excluding approximately 10 acres of dredge disposal site currently owned by the US Army Corps of Engineers.																		
2	PENSACOLA REGIONAL AIRPORT	The entire 1,400-acre airport site.																		
3	PENSACOLA MARINE TERMINAL	The entire 70-acre complex, configured for marine waterfront industrial use and zoned M-2 (Heavy Industrial) by the City of Pensacola.																		
4	SPRUCE STREET INDUSTRIAL WAREHOUSE	9.7 acres of the former Florida Drum Corp. manufacturing and warehouse facility, zoned ID-2 (Heavy Industrial) by Escambia County.																		
5	CENTURY INDUSTRIAL PARK	140-acre industrial park in northern Escambia County approximately 45 miles from the City of Pensacola, zoned industrial/mixed use by the City of Century.																		
604	<p><b>ZONE SCHEDULE INCORPORATED BY REFERENCE</b> (Effective: September 15, 2005)</p> <p>The schedule of charges, rates, rules and regulations applicable at FTZ #249, as administered by the PEDC, is incorporated herein, in its entirety, by reference. As a designated site within FTZ #249, the Port of Pensacola and all FTZ program participants operating within or utilizing activated FTZ facilities at the Port of Pensacola are subject to all provisions of said schedule.</p>																			
606	<p><b>OPERATOR REQUIRED</b> (Effective: September 15, 2005)</p>																			

	<p>The Port of Pensacola serves as a facilitator and provider of facilities only in the FTZ program and, therefore, does not serve as the Operator of its FTZ site. All users of activated FTZ areas at the Port of Pensacola are required to designate a qualified zone Operator to manage cargo flows, documentation, reporting requirements and to insure compliance with all rules, regulations, policies and procedures of the Port of Pensacola, FTZ #249, the US Foreign-Trade Zones Board, US Customs Service (or any successor thereto) and all other relevant local, state and federal regulatory agencies.</p> <p>Users may elect to become designated as their own Operator or may designate an existing Operator for this purpose, provided that, in either case, such designee is qualified under the rules and regulations of FTZ #249, the US Foreign-Trade Zones Board and the US Customs Service (or any successor thereto).</p>
608	<p><b>PAYMENT OF CHARGES</b> (Effective: September 15, 2005)</p> <p>With the exception of any site annual fee as established by the PEDC as Grantee of FTZ #249, all fees, charges, rates and assessments levied by the PEDC, the US Foreign-Trade Zones Board, and/or the US Customs Service (or any successor thereto) related to FTZ program participation and operations shall be the responsibility of the User, either directly or through his designated Operator.</p> <p>In the case of fees, charges, rates and assessments billed to the account of the Port of Pensacola, the Port shall through-bill all amounts at actual cost to the appropriate User with such through bills to be subject to the standard payment terms of the Port of Pensacola as expressed in <a href="#">ITEM 246</a> of this Tariff.</p>

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## Terminal Tariff 5-A

### APPENDIX A – STEVEDORE FRANCHISE LICENSE/FREIGHT HANDLING PERMIT

SECTION I	<p>STEVEDORE LICENSE/FREIGHT HANDLING PERMIT GENERAL (Effective: January 15, 2015) (C)</p>
	<p>No person, firm, corporation or other business entity shall operate as or carry on business of a stevedore or freight handler on Port facilities or on facilities otherwise controlled by the City of Pensacola, Florida unless and until such person, firm, corporation or other business entity shall first have obtained from the Port of Pensacola a license or permit issued authorizing such stevedore or freight handling activity.</p> <p>As used herein “stevedore” includes persons, firms, corporations, or other business entities and their subsidiaries, engaged in the activity of loading and/or unloading commercial cargo vessels and/or barges, providing the organization, labor, equipment and necessary expertise to load and unload said commercial cargo vessels and/or barges. General-license stevedores are automatically dually licensed as both a stevedore and freight handler.</p> <p>As used herein “freight handler” refers to and includes persons, firms, corporations, or other business entities and their subsidiaries, engaged in the physically loading or unloading of trucks or railcars, or engaged in any other cargo handling operations. Freight handlers may not load/unload commercial cargo vessels or barges.</p> <p>Terminal lessees are not required to obtain a Freight Handling Permit. They must however, if engaged in stevedore activities, obtain a Stevedore Franchise License.</p> <p>Each Stevedore License or Freight Handling Permit issued by the City of Pensacola shall be <u>non-exclusive</u> basis and no licensee or permittee has any right to serve as the sole provider of the licensed or permitted service or to any other type of exclusivity.</p>
SECTION II	<p>STEVEDORE LICENSE/FREIGHT HANDLING PERMIT APPLICATION POLICY (Effective: January 15, 2015) (C)</p>
	<ol style="list-style-type: none"> <li>1. Application for license with accompanying fee shall be submitted to the Port Director. Licensing and permit fees are specified in <a href="#">Section V</a> of this item. New applications may be submitted and new licenses or permits may be issued at any time during the calendar year.</li> <li>2. Each applicant for a Stevedore License or Freight Handling Permit must furnish a bond or letter of credit in the penal sum of Ten Thousand Dollars (\$10,000.00) payable to the City of Pensacola which shall guarantee the licensee or permittee proper performance and compliance with the Port of Pensacola terminal tariff prior to the conduct of any business operations. In addition to the aforesaid bond or letter-of-credit, each licensee or permittee must file a Certificate of Insurance evidencing insurance coverage in the form and amounts as prescribed in the Port of Pensacola’s Terminal Tariff No. 5-A (or any revisions or reissues thereof or successors thereto): <a href="#">ITEM 241a</a>, “Insurance;” <a href="#">ITEM 241c</a>, “Stevedore and Freight Handling Insurance;” and <a href="#">Section VII</a> of <a href="#">Appendix A</a>.</li> </ol>

	<p>3. Cancellation of insurance or aforementioned bond or letter of credit shall be grounds for the immediate revocation of License or Permit.</p>
SECTION III	<p>STEVEDORE LICENSE/FREIGHT HANDLING PERMIT CONSIDERATION (Effective: September 15, 2015) (C)</p>
	<p>The Port Director will review the completed application and may require the applicant to furnish any additional information deemed appropriate. The Port Director may require a personal interview with the applicant or the applicant's officers if deemed necessary. The Port Director will consider the applicant's trustworthiness; competency; financial responsibility; previous experience; whether or not the issuance of the Stevedore License or Freight Handling Permit is desirable for the productive operation of the Port of Pensacola, having specific regard for the commitment to promote commerce, generate economic activity and create employment opportunities; any new business for the Port of Pensacola which the applicant will attract; any specialized equipment or expertise for handling cargo owned by or available to the applicant; and, any other pertinent information.</p>
SECTION IV	<p>STEVEDORE LICENSE/FREIGHT HANDLING PERMIT ISSUANCE (Effective: January 15, 2015) (C)</p>
	<p><u>Stevedore License (original issue)</u></p> <ol style="list-style-type: none"> <li>1. If the applicant is qualified under the criteria established in <a href="#">Section II</a> above, the Port Director may issue a Stevedore License.</li> <li>2. Notice of the issuance of a Stevedore License by the Port Director will be filed immediately in the Office of the City Clerk where it will be available for public inspection.</li> <li>3. The Port Director will send notice of the issuance to the applicant of the Stevedore License, which notice will inform the applicant of the right of any person aggrieved by the decision of the Port Director to appeal to the Mayor of the City of Pensacola and subsequently to the Pensacola City Council in accordance with the process outlined elsewhere herein. Notice of the issuance of the Stevedore License will be advertised in a general-circulation newspaper and by letter to those parties that, in the estimation of the Port Director may have cause to be aggrieved. The Stevedore License issued by the Port Director will become effective 14 days after issuance and is not subject to suspension or revocation except as specifically provided for in this Policy.</li> <li>4. Any person aggrieved by the decision of the Port Director may appeal to the Mayor of the City of Pensacola by filing a written notice of appeal in the office of the City Clerk within 14 days after the date notice of issuance-decision was sent to the applicant. The notice of appeal shall set forth a short and plain statement alleging the reasons why the Port Director's decision was not in compliance with the provisions of this Policy. The City Clerk shall refer the appeal for a hearing and action by the Mayor. In the event of grievance filed, the effective date of license will be suspended until such date as the Mayor may make a ruling in the matter.</li> </ol>



5. The Mayor will consider the properly filed appeal of any person aggrieved and will act to confirm or overturn the decision of the Port Director within 30 days of the filing of the notice of appeal.
6. Upon completion of the Mayoral appeal process outlined above, the aggrieved party may elect to further appeal to the Pensacola City Council by filing a written notice of final appeal in the Office of the City Clerk within 14 days after the date of issuance of the Mayor's appeal decision. The notice of final appeal shall set forth a short and plain statement alleging the reasons why Port Director's and Mayor's decisions were not in compliance with the provisions of this policy. The City Clerk shall refer the appeal for a hearing and action by City Council. In the event of grievance filed, the effective date of license will be suspended until such date as City Council may make a ruling in the matter.
7. City Council will consider the properly filed appeal of any person aggrieved and will act to confirm or overturn the decisions of the Port Director and Mayor at the next scheduled regular meeting of City Council following receipt of the notice of final appeal.

Freight Handling Permit (original issue)

1. If the applicant is qualified under the criteria established in [Sections II](#) and [III](#), the Port Director may issue a Freight Handling Permit.
2. Notice of the issuance of a Freight Handling Permit by the Port Director shall be filed immediately in the Office of the City Clerk where it shall be available for public inspection.
3. The process for appealing Freight Handling Permit application decisions is the same as outlined in items 4 through 7 above.

The acceptance of a Stevedore License or Freight Handling Permit shall signify the consent of the licensee or permittee to be governed by the rules and regulations published in the Port of Pensacola Terminal Tariff filed electronically on the Port of Pensacola's website ([www.portofpensacola.com](http://www.portofpensacola.com)) in accordance with the provisions of the Ocean Shipping Reform Act of 1998.

Each firm licensed under the Stevedore License or Freight Handling Permit in accordance with the provisions with this Policy is required, as a condition of the License or Permit, to establish a local telephone number for the purpose of communicating with representatives of the Port of Pensacola and/or prospective business clients.

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SECTION V	<p>STEVEDORE LICENSE/FREIGHT HANDLING PERMIT FEES (Effective: July 1, 2019) (I)</p>												
	<p>A separate License or Permit is required for each category of business.</p> <table border="1" data-bbox="285 394 1523 730"> <tr> <td colspan="2" data-bbox="285 394 1523 436">Stevedore License Fee</td> </tr> <tr> <td data-bbox="285 436 899 520">Initial Processing Fee or Reinstatement Fee (When License is Revoked)</td> <td data-bbox="899 436 1523 520"><del>\$2,500.00</del> \$5,000.00</td> </tr> <tr> <td data-bbox="285 520 899 562">Annual Renewal Fee</td> <td data-bbox="899 520 1523 562"><del>\$ 750.00</del> \$1,000.00</td> </tr> <tr> <td colspan="2" data-bbox="285 562 1523 604">Freight Handling Permit Fee</td> </tr> <tr> <td data-bbox="285 604 899 688">Initial Processing Fee or Reinstatement Fee (When License is Revoked)</td> <td data-bbox="899 604 1523 688"><del>\$ 1000.00</del> \$2,500.00</td> </tr> <tr> <td data-bbox="285 688 899 730">Annual Renewal Fee</td> <td data-bbox="899 688 1523 730"><del>\$ 500.00</del> \$ 750.00</td> </tr> </table>	Stevedore License Fee		Initial Processing Fee or Reinstatement Fee (When License is Revoked)	<del>\$2,500.00</del> \$5,000.00	Annual Renewal Fee	<del>\$ 750.00</del> \$1,000.00	Freight Handling Permit Fee		Initial Processing Fee or Reinstatement Fee (When License is Revoked)	<del>\$ 1000.00</del> \$2,500.00	Annual Renewal Fee	<del>\$ 500.00</del> \$ 750.00
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Annual Renewal Fee	<del>\$ 500.00</del> \$ 750.00												
SECTION VI	<p>STEVEDORE LICENSE AND FREIGHT HANDLING PERMIT RENEWAL APPLICATION POLICY (Effective: January 15, 2015) (C)</p>												
	<ol style="list-style-type: none"> <li>1. All applications for renewal shall be submitted to the Port Director at least 45 days prior to the expiration date of the License or Permit and shall be accompanied by the Annual Renewal Fee as applicable under <a href="#">Section V</a> in this item. Upon receipt of the application for renewal, the Port Director shall review the licensee or permittee past performance; financial condition; tonnage contracted or sub-contracted; and, such other matters as the Port Director deems appropriate. The Port Director may issue a renewal that the applicant meets existing criteria. If the Port Director fails to grant a renewal public hearing before the Pensacola City Council may be held to appeal the renewal denied, if requested by the applicant.</li> <li>2. The City Manager may revoke any Stevedore License or Freight Handling Permit after due notice if he finds misconduct, neglect of duty or other cause or complaint sufficient, in his opinion, to justify such revocation. In each instance, the licensee or permittee shall be granted a public hearing before Pensacola City Council, if so desired.</li> <li>3. No Stevedore License or Freight Handling Permit shall be transferred or assigned or otherwise used by any person other than the named Licensee or Permittee without written approval by the City Manager in advance. All applications for transfer or assignment shall be submitted to the City Manager. Prospective transferee shall provide to the City Manager an application and other information as he may request. Any person, firm, corporation or other business entity acquiring a Stevedore License or Freight Handling Permit shall demonstrate proof of being trustworthy, ready, willing and able to perform stevedore or freight handling services and shall comply with the applicable provisions of this Policy. All license and permit holders shall report any change in names and addresses of individuals and/or firms in writing to the Port Director. Any change in ownership involving more than 20% ownership in a Stevedore License or Freight Handling Permit shall be reported to the Port Director within 30 days.</li> </ol>												
SECTION VII	<p>STEVEDORE LICENSE AND FREIGHT HANDLING INSURANCE (Effective: January 15, 2015) (C)</p>												

<p>Upon Application of Stevedore License and Freight Handling Permit under Port of Pensacola’s Terminal Tariff No. 5-A <a href="#">ITEM 241a</a> “Insurance” and <a href="#">ITEM 241c</a> “Stevedore and Freight Handler Insurance,” the applicant shall furnish a bond or letter-of-credit in the penal sum of Ten Thousand Dollars (\$10,000.00) payable to the City of Pensacola which shall guarantee the applicant’s proper performance and compliance with the Port of Pensacola terminal tariff prior to the conduct of any business operations. In addition to the aforesaid bond or letter-of-credit, each applicant shall file a Certificate of Insurance evidencing insurance coverage in the form and amounts as delineated below. Applicable to both Stevedore Licenses and Handling Permits except as noted:</p>	
<u>TYPE OF COVERAGE</u>	<u>LIMITS</u>
Workman’s Compensation	Statutory
Longshore and Harbor Workers	Statutory*
Stevedore Legal Liability (With City of Pensacola Listed as an <u>Additional Insured</u> )	\$ 500,000.00
Employer’s Liability	\$ 500,000.00
Automobile	\$1,000,000.00**
Commercial General Liability (With City of Pensacola Listed as an <u>Additional Insured</u> )	\$1,000,000.00
Performance Bond/Letter of Credit	\$ 10,000.00
Umbrella Coverage	To make up the difference between the policy limits of underlying policies and the total amount of coverage required.
NOTES	* Not Required for Freight Handling Permit
	** Combined Single Limit Bodily Injury and Property Damage
<p>Such policy or policies shall contain a clause stating that the Insurer will not cancel or change such insurance without first giving the City of Pensacola/Port of Pensacola thirty (30) days prior written notice of intent to so cancel or change. A copy of such policy or policies of insurance, or certificates of insurance so furnished shall certify that the policy or policies comply with the requirements thereof. Under the General Liability section, policy must show Port of Pensacola/City of Pensacola as additional insured.</p> <p>The Stevedore Franchisee/Freight Handler shall also indemnify and hold harmless the City of Pensacola/Port of Pensacola, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives, and agents from any and claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury , property damage, including loss of use of property, or demurrage, and reasonable attorney’s fees directly or indirectly caused by, resulting from, arising out of, or occurring in connection with their presence on the Port or their operations whether arising solely out of the negligence of Stevedore Franchisee/freight Handler or not. This obligation shall not be limited by, or in any way, to any insurance coverage or by any provision in exclusion or omission from any policy of insurance.</p> <p>The Stevedore Franchisee/Freight Handler also agrees to pay on behalf of the City of Pensacola/Port of Pensacola, as well as provide a legal defense for the City of Pensacola/Port of Pensacola, both of which will be done only if and when requested by the City of Pensacola/Port of Pensacola, for all claims</p>	

as described in the above paragraph. Such payment on the behalf of the City of Pensacola/Port of Pensacola shall be in addition to any and all other legal remedies available to the City of Pensacola/Port of Pensacola and shall not be considered to be the City of Pensacola/Port of Pensacola's exclusive remedy.

Cancellation of insurance or aforementioned bond or letter-of-credit shall be grounds for immediate revocation of Stevedore License or Freight Handling Permit.

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**APPLICATION – STEVEDORE FRANCHISE LICENSE/FREIGHT HANDLING PERMIT**

(Effective: July 1, 2019) (I)

1.	APPLICANT:			
2.	LOCAL MAILING ADDRESS:			
3.	MAILING ADDRESS OF CORPORATE HEADQUARTERS:			
4.	FORM OF BUSINESS ENTITY: (Check One)	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship		
5.	STATE OF INCORPORATION:		DATE OF INCORPORATION:	
6.	FLORIDA RESIDENT AGENT And ADDRESS:			
7.	TYPE OF LICENSE APPLIED FOR: (Check One)	<input type="checkbox"/> Stevedore Franchise <input type="checkbox"/> Freight Handling Permit		
8.	Has applicant ever been refused a Stevedore Franchise, Freight Handling Permit, or Bond?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
9.	List previous business history, including dates and locations: (Use Additional Sheets if Necessary)			
	<u>Date</u>	<u>Previous Business History</u>	<u>Locations</u>	
10.	List names and addresses of all officers, directors, and stockholders of the corporation. If said firm is sole proprietorship or partnership, list principles and their addresses and percentage of ownership: (Use Additional Sheets if Necessary)			
	<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>% of Ownership</u>
11.	Has officer, director, stockholder, or partner of Applicant ever been convicted of a felony or entered a plea of nolo contendere? If so, explain:	<input type="checkbox"/> Yes <input type="checkbox"/> No		
12.	List advantages you believe your company can bring to the Port of Pensacola:			

13.	In support of this Application, please provide the following documents:		
	<p>1. Ownership or availability of equipment essential to the performance of proffered service, and;</p> <p>1. Insurance Certificates with City of Pensacola as additional insured (non-cancelable without 30 days notice):</p>		
	<u>TYPE</u>	<u>MINIMUM</u>	
	<input type="checkbox"/> Worker's Compensation Insurance	Statutory	
	<input type="checkbox"/> Longshoreman & Harbor Works Act (Not Required for Freight Handling Permit)	Statutory	
	<input type="checkbox"/> Employer's Liability Insurance (Including Jones Act)	\$ 500,000	
	<input type="checkbox"/> Stevedore's Legal Liability	\$ 500,000	
	<input type="checkbox"/> Commercial General Liability (Combined Single Limit Bodily Injury & Property Damage)	\$1,000,000	
	<input type="checkbox"/> Umbrella (To make up the difference between the policy limits of underlying policies and the total amount of coverage required)		
	2. Performance Bond or Letter of Credit	\$ 10,000	
	3. Enclose check for applicable license:		
	<u>TYPE</u>	<u>AMOUNT</u>	
	<input type="checkbox"/> Stevedore Franchise License Initial Application or Reinstatement	<del>\$2,500</del> \$5,000.00	
	<input type="checkbox"/> Stevedore Franchise License Renewal	<del>\$ 750</del> \$1,000.00	
	<input type="checkbox"/> Freight Handling Permit Initial Application or Reinstatement	<del>\$1,000</del> \$2,500.00	
	<input type="checkbox"/> Freight Handling Permit Renewal	<del>\$ 500</del> \$ 750.00	
	4. Financial Statements – Last two (2) years; Audited Preferred		
14.	Please write a narrative explaining as to why the Applicant is qualified to hold a Stevedore Franchise or Freight Handling Permit with the Port of Pensacola (Attach as a Separate Piece of Paper).		
15.	If Applicant is owned by a holding company, list names and addresses of all officers stockholders and directors of the holding company and percentage of ownership.		
	<u>Position</u>	<u>Name</u>	<u>Address</u>
			<u>% of Ownership</u>
16.	Does Applicant have any affiliated or subsidiary companies? If so, please list:		<input type="checkbox"/> Yes <input type="checkbox"/> No
	<u>Company Name:</u>		<u>Address:</u>

17.	Provide any other information which Applicant thinks might be of value to the Port Director regarding this application (Use Separate Piece of Paper if Necessary).
18.	Rules and Regulations Governing Stevedore/Freight Handling Operations at Port of Pensacola.
	<ol style="list-style-type: none"> <li data-bbox="293 464 1529 548">1. The Stevedore Franchisee/Freight Handler shall exercise care in the performance of its operations in order to prevent injury or death to any person or damage or loss of property.</li> <li data-bbox="293 548 1529 663">2. The Stevedore Franchisee/Freight Handler shall take all necessary safety and fire precautions and comply with recognized commercial and marine safety practices, procedures and regulations.</li> <li data-bbox="293 663 1529 919">3. The Stevedore Franchisee/Freight Handler shall conduct its business with all necessary labor and equipment and ensure efficient and expeditious handling practices or vessel loading and discharging operations, including the appointment of at least one qualified supervisor to be present at all times while vessels are loading or unloading. In addition to the qualified supervisor, at least one responsible officer or official representative (with authority to make all operating decisions concerning the stevedoring of vessels at the PORT OF PENSACOLA shall be available for contact by the Port at all times.</li> <li data-bbox="293 919 1529 1262">4. The Stevedore Franchisee/Freight Handler shall cooperate fully with the Port in all respects by: <ol style="list-style-type: none"> <li data-bbox="375 989 1529 1115">a) Advising in advance concerning the type of vessel to be loaded or unloaded; the estimated quantity of cargo to be loaded or unloaded; any special problems known in advance;</li> <li data-bbox="375 1115 1529 1167">b) Determining the equipment needed for the operation, and;</li> <li data-bbox="375 1167 1529 1262">c) Coordinating the sequence and timing of handling or loading/unloading operations for the convenience and efficiency of the PORT OF PENSACOLA;</li> </ol> </li> <li data-bbox="293 1262 1529 1346">5. The Stevedore Franchisee/Freight Handler shall promptly restore terminal working areas to a safe and orderly condition upon completion of handling or stevedoring operations.</li> <li data-bbox="293 1346 1529 1430">6. The Stevedore Franchisee/Freight Handler shall comply with all rules and regulations contained in the PORT OF PENSACOLA Terminal Tariff No. 5-A and any revisions or re-issues thereof.</li> <li data-bbox="293 1430 1529 1795">7. The Stevedore Franchisee/Freight Handler shall observe and operate in accordance with all laws, ordinances, rules and regulations applicable in any area within the jurisdictional limits of the CITY OF PENSACOLA. Additionally, the Stevedore Franchisee/Freight Handler shall conduct, observe, operate and comply with rules and regulations promulgated by the Port Director with respect to activities on Port property including, but not limited to: <ol style="list-style-type: none"> <li data-bbox="375 1640 1529 1692">a) Parking or driving;</li> <li data-bbox="375 1692 1529 1745">b) Operation of heavy equipment and protection of property, and;</li> <li data-bbox="375 1745 1529 1795">c) Servicing or repairing equipment;</li> </ol> </li> </ol>

8.	The Stevedore Franchisee/Freight Handler shall furnish Certificates of Insurance evidencing continuous coverage as delineated in <a href="#">ITEM 241a</a> , <a href="#">ITEM 241c</a> , and <a href="#">Section VII</a> of <a href="#">Appendix A</a> of this Tariff.
9.	In the event the PORT OF PENSACOLA furnishes equipment for the exclusive use of the Stevedore Franchisee/Freight Handler (subject to conditions, availability and charges), such equipment shall be under the direction and control of the Stevedore Franchisee/Freight Handler and the Stevedore Franchisee/Freight Handler is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment except to the extent that such injuries or damages arise directly out of proven negligence by the PORT OF PENSACOLA. It is incumbent upon the Stevedore Franchisee/Freight Handler to make a thorough inspection and satisfy itself as to the physical condition and capacity of the equipment, as well as the competency of the operator, if any; there being no representation or warranty by the PORT OF PENSACOLA with respect to such matters.
10.	It is agreed that all such equipment will be properly used by the Stevedore Franchisee/Freight Handler and not subject to abuse or more-than-normal wear and tear. If there is any such abuse or more-than-normal wear and tear, the Stevedore Franchisee/Freight Handler shall pay for the damage to such equipment.
11.	Upon conclusion of the period of use, all such equipment shall be returned to the PORT OF PENSACOLA in the same condition as when received, normal wear and tear expected.
12.	It shall be incumbent upon the Stevedore Franchisee/Freight Handler to make a reasonable inspection of all accesses permitted to and from a work area and the work areas themselves to satisfy itself that these are safe places for the access and the work to be performed. There is no representation or warranty by the PORT OF PENSACOLA with respect to such matters.
13.	It is understood and agreed that Stevedore Franchisee/Freight Handler will defend, indemnify and hold harmless the City of Pensacola/Port of Pensacola for any and all demurrage and/or detention charges, including costs or attorney's fees, arising out of its freight-handling operations at the Port.

**STATEMENT OF UNDERSTANDING**

I attest that all information provided in this application is true and accurate to the best of my knowledge. Furthermore, I attest that I have read, understood and agree to be bound by all applicable sections of the Port of Pensacola Tariff No. 5-A and all its revisions and amendments, with particular attention to those items dealing directly with Stevedoring/Freight Handling operations.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
(Authorized Representative – Notarized Signature Required)

\_\_\_\_\_  
(Name of Firm)

Receipt Acknowledged:

\_\_\_\_\_  
(Port Director or Authorized Representative)

\_\_\_\_\_  
(Date)





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 19-00244

City Council

6/13/2019

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

CITY OF PENSACOLA HOUSING DIVISION PUBLIC HOUSING AGENCY (PHA) ANNUAL PLAN (FY 2019-2020) AND 5-YEAR PHA PLAN (FY 2020-2024)

**RECOMMENDATION:**

That City Council approve the Public Housing Agency (PHA) Annual Plan for the Housing Choice Voucher Program (FY 2019-2020) and the 5-Year PHA Plan (FY 2020-2024) for submission to the U.S. Department of Housing and Urban Development (HUD). Further, that City Council authorize the Mayor to take all actions necessary to execute all documents relating to the Plans' submission and Program's administration

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City of Pensacola Housing Division, as a Public Housing Agency (PHA), is required by the Quality Housing Work Responsibility Act of 1998 to develop and submit an Annual PHA Plan and 5-Year Plan, stating the PHA's mission, goals, objectives, and progress in serving the needs of the community. As a Housing Choice Voucher (HCV) Only PHA, the Pensacola Housing Division is allowed by HUD to present a streamlined Annual PHA Plan.

Input for the Plans preparation was gathered from the Resident Advisory Board survey, held during February, 2019, as well as a Public Hearing held on May 1, 2019. All participant comments were considered in the Plans preparation and are included.

The Plans must be approved by the governing board of the PHA in accordance with approved program requirements, and Certifications of Compliance must be signed by an authorized official. The approved Plans and Certifications must be submitted to HUD by July 18, 2019.

**PRIOR ACTION:**

June 14, 2018 - City Council approved the PHA Annual Plan (FY 2018-2019) for the Housing Choice Voucher Program.

June 18, 2015 - City Council approved the 5-Year PHA Plan (FY 2015-2020) for the Housing Choice Voucher Program.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

5/17/2019

**STAFF CONTACT:**

Christopher L. Holley, City Administrator  
Marcie Whitaker, Housing Administrator

**ATTACHMENTS:**

- 1) City of Pensacola Housing Division Public Housing Agency Annual Plan FY 2019-2020
- 2) City of Pensacola Housing Division Public Housing Agency 5-Year Plan FY 2020-2024

**PRESENTATION:** No

Attachment 1

Subject: City of Pensacola Housing Division Public Housing Agency Annual Plan  
(FY2019-2020)

Council Meeting Date: June 13, 2019

<p><b>Streamlined Annual PHA Plan</b> <i>(HCV Only PHAs)</i></p>	<p>U.S. Department of Housing and Urban Development Office of Public and Indian Housing</p>	<p>OMB No. 2577-0226 Expires 02/29/2016</p>
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**Purpose.** The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

**Applicability.** Form HUD-50075-HCV is to be completed annually by **HCV-Only PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, Small PHA, or Qualified PHA do not need to submit this form. Where applicable, separate Annual PHA Plan forms are available for each of these types of PHAs.

**Definitions.**

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment, and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS and SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

<p><b>A. PHA Information.</b></p>																									
<p>A.1</p>	<p><b>PHA Name:</b> City of Pensacola Housing Division <b>PHA Code:</b> FL092  <b>PHA Plan for Fiscal Year Beginning:</b> (MM/YYYY): 10/2019  <b>PHA Inventory</b> (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)  <b>Number of Housing Choice Vouchers (HCVs)</b> 2238 HCV, 50 NED and 203 VASH  <b>PHA Plan Submission Type:</b> <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission</p> <p><b>Availability of Information.</b> In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at the main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website.</p> <p>The public may obtain copies of the Annual PHA Plan and the 5-Year Plan at the Housing Department administrative offices, 420 W. Chase Street, Pensacola, Florida, 32501.</p> <p>The 5 Year and Annual PHA Plan is also available online at <a href="http://www.cityofpensacola/housing/plans">www.cityofpensacola/housing/plans</a>.</p> <p>A Public Hearing was held on Wednesday, May 1, 2019 at 3:00 p.m. in the City Housing Division training room, 420 W. Chase Street, Pensacola, Florida</p> <p><input type="checkbox"/> <b>PHA Consortia:</b> (Check box if submitting a joint Plan and complete table below)</p>																								
	<table border="1"> <thead> <tr> <th data-bbox="180 1598 456 1650">Participating PHAs</th> <th data-bbox="456 1598 586 1650">PHA Code</th> <th data-bbox="586 1598 886 1650">Program(s) in the Consortia</th> <th data-bbox="886 1598 1159 1650">Program(s) not in the Consortia</th> <th data-bbox="1159 1598 1471 1650">No. of Units in Each Program</th> </tr> </thead> <tbody> <tr> <td data-bbox="180 1650 456 1724">Lead HA:</td> <td data-bbox="456 1650 586 1724"></td> <td data-bbox="586 1650 886 1724"></td> <td data-bbox="886 1650 1159 1724"></td> <td data-bbox="1159 1650 1471 1724"></td> </tr> <tr> <td data-bbox="180 1724 456 1797"></td> <td data-bbox="456 1724 586 1797"></td> <td data-bbox="586 1724 886 1797"></td> <td data-bbox="886 1724 1159 1797"></td> <td data-bbox="1159 1724 1471 1797"></td> </tr> <tr> <td data-bbox="180 1797 456 1871"></td> <td data-bbox="456 1797 586 1871"></td> <td data-bbox="586 1797 886 1871"></td> <td data-bbox="886 1797 1159 1871"></td> <td data-bbox="1159 1797 1471 1871"></td> </tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	Lead HA:																		
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Lead HA:																									

<b>B.</b>	<b>Annual Plan.</b>				
<b>B.1</b>	<p><b>Revision of PHA Plan Elements.</b></p> <p>(a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Housing Needs and Strategy for Addressing Housing Needs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Financial Resources.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Rent Determination.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Operation and Management.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Informal Review and Hearing Procedures.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Significant Amendment/Modification.</p> <p>(b) If the PHA answered yes for any element, describe the revisions for each element(s):</p>				
<b>B.2</b>	<p><b>New Activities</b></p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Project Based Vouchers.</p> <p>(b) If this activity is planned for the current Fiscal Year, describe the activities. Provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.</p>				
<b>B.3</b>	<p><b>Most Recent Fiscal Year Audit.</b></p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y N N/A</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, please describe:</p>				
<b>B.4</b>	<p><b>Civil Rights Certification</b></p> <p><a href="#">Form HUD-50077</a>, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>				
<b>B.5</b>	<p><b>Certification by State or Local Officials.</b></p> <p><a href="#">Form HUD 50077-SL</a>, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>				

<b>B.6</b>	<p><b>Progress Report.</b></p> <p>Provide a description of the PHA's progress in meeting its Mission and Goals described in its 5-Year PHA Plan.</p> <p>See Attachment B.6</p>
<b>B.7</b>	<p><b>Resident Advisory Board (RAB) Comments.</b></p> <p>(a) Did the RAB(s) provide comments to the PHA Plan?</p> <p>Y   N  <input checked="" type="checkbox"/>   <input type="checkbox"/></p> <p>(a) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p> <p>See Attachment B.7</p>

## Instructions for Preparation of Form HUD-50075-HCV Annual PHA Plan for HCV Only PHAs

**A. PHA Information.** All PHAs must complete this section. ([24 CFR §903.23\(4\)\(e\)](#))

**A.1** Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **Number of Housing Choice Vouchers (HCVs)**, **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan.

**PHA Consortia:** Check box if submitting a Joint PHA Plan and complete the table. ([24 CFR §943.128\(a\)](#))

**B. Annual Plan.** All PHAs must complete this section. ([24 CFR §903.11\(c\)\(3\)](#))

**B.1 Revision of PHA Plan Elements.** PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the "yes" box. If an element has not been revised, mark "no."

**Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income families who reside in the PHA's jurisdiction and other families who are on the Section 8 tenant-based waiting list. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income), (ii) elderly families and families with disabilities, and (iii) households of various races and ethnic groups residing in the jurisdiction or on the waiting list based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. ([24 CFR §903.7\(a\)\(1\)](#) and [24 CFR §903.7\(a\)\(2\)\(i\)](#)). Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. [24 CFR §903.7\(a\)\(2\)\(ii\)](#)

**Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.** A statement of the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for HCV. ([24 CFR §903.7\(b\)](#))

**Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA HCV funding and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. ([24 CFR §903.7\(c\)](#))

**Rent Determination.** A statement of the policies of the PHA governing rental contributions of families receiving tenant-based assistance, discretionary minimum tenant rents, and payment standard policies. ([24 CFR §903.7\(d\)](#))

**Operation and Management.** A statement that includes a description of PHA management organization, and a listing of the programs administered by the PHA. ([24 CFR §903.7\(e\)\(3\)\(4\)](#)).

**Informal Review and Hearing Procedures.** A description of the informal hearing and review procedures that the PHA makes available to its applicants. ([24 CFR §903.7\(f\)](#))

**Homeownership Programs.** A statement describing any homeownership programs (including project number and unit count) administered by the agency under section 8y of the 1937 Act, or for which the PHA has applied or will apply for approval. ([24 CFR §903.7\(k\)](#))

**Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.** A description of any PHA programs relating to services and amenities coordinated, promoted, or provided by the PHA for assisted families, including those resulting from the PHA's partnership with other entities, for the enhancement of the economic and social self-sufficiency of assisted families, including programs provided or offered as a result of the PHA's partnerships with other entities, and activities under section 3 of the Housing and Community Development Act of 1968 and under requirements for the Family Self-Sufficiency Program and others. Include the program's size (including required and actual size of the FSS program) and means of allocating assistance to households. (24 CFR §903.7(l)(i)) Describe how the PHA will comply with the requirements of section 12(c) and (d) of the 1937 Act that relate to treatment of income changes resulting from welfare program requirements. (24 CFR §903.7(l)(iii)).

**Substantial Deviation.** PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. (24 CFR §903.7(r)(2)(i))

**Significant Amendment/Modification.** PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan. Should the PHA fail to define 'significant amendment/modification', HUD will consider the following to be 'significant amendments or modifications': a) changes to rent or admissions policies or organization of the waiting list; or b) any change with regard to homeownership programs. See guidance on HUD's website at: [Notice PIH 1999-51](#). (24 CFR §903.7(r)(2)(ii))

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

**B.2 New Activity.** If the PHA intends to undertake new activity using Housing Choice Vouchers (HCVs) for new Project-Based Vouchers (PBVs) in the current Fiscal Year, mark "yes" for this element, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake this activity, mark "no." (24 CFR §983.57(b)(1) and Section 8(13)(C) of the United States Housing Act of 1937.

**Project-Based Vouchers (PBV).** Describe any plans to use HCVs for new project-based vouchers. If using PBVs, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.

**B.3 Most Recent Fiscal Year Audit.** If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. (24 CFR §903.11(c)(3), 24 CFR §903.7(p))

**B.4 Civil Rights Certification.** Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulation*, must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o))

**B.5 Certification by State or Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, including the manner in which the applicable plan contents are consistent with the Consolidated Plans, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15)

**B.6 Progress Report.** For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.11(c)(3), 24 CFR §903.7(r)(1))

**B.7 Resident Advisory Board (RAB) comments.** If the RAB provided comments to the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)

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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the Annual PHA Plan. The Annual PHA Plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 4.5 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Act Notice.** The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

**Certifications of Compliance with  
PHA Plans and Related Regulations  
(Standard, Troubled, HCV-Only, and  
High Performer PHAs)**

**U.S. Department of Housing and Urban Development**  
Office of Public and Indian Housing  
**OMB No. 2577-0226**  
**Expires 02/29/2016**

**PHA Certifications of Compliance with the PHA Plan and Related Regulations including  
Required Civil Rights Certifications**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the FY 2020-2024 5-Year and the FY 2020 Annual PHA Plan for the PHA fiscal year beginning October 1, 2019, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
  - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
  - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
  - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
  - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
  - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).

13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

City of Pensacola Housing Division  
PHA Name

FL 092  
PHA Number/HA Code

Annual PHA Plan for Fiscal Year 2020

5-Year PHA Plan for Fiscal Years 2020 - 2024

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I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

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Name of Authorized Official <b>Grover C. Robinson, IV</b>	Title <b>Mayor, City of Pensacola, Florida</b>
Signature	Date



**Certification by State or Local  
Official of PHA Plans Consistency  
with the Consolidated Plan or  
State Consolidated Plan  
(All PHAs)**

U. S Department of Housing and Urban Development

Office of Public and Indian Housing

OMB No. 2577-0226

Expires 2/29/2016

**Certification by State or Local Official of PHA Plans  
Consistency with the Consolidated Plan or State Consolidated Plan**

I, \_\_\_\_\_, the \_\_\_\_\_  
*Official's Name* *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

\_\_\_\_\_  
*PHA Name*

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of  
Impediments (AI) to Fair Housing Choice of the

\_\_\_\_\_  
*Local Jurisdiction Name*

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State  
Consolidated Plan and the AI.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date

**Mission and Goals Progress Report  
Fiscal Year 2019-2020**

**PHA Mission:** To support development of a diverse, viable community that provides decent, safe housing and a suitable living environment for low and moderate income families thereby enhancing the quality of life for area residents

The mission of the Pensacola Housing Division is accomplished through consistent cooperation with other agencies and private local businesses who share the same goals of providing decent, safe, and sanitary housing to low, very low, and extremely low income families, including homeless veterans. The Housing Division continues to partner with Escambia County, Opening Doors Northwest Florida the local COC, the VA's Medical Center Clinic (VMAC), the Pensacola Association of Realtors, nonprofit housing providers, local landlords and contractors, and Santa Rosa, Fort Walton Beach, Foley, Panama City and Springfield Housing Authorities. The Housing Division often participates in community events, such as HUD's Point in Time count and the Housing Administrator continues to serve on the Board of Opening Doors Northwest Florida. In October, 2018 the Housing Administrator attended the training "Fair Housing and Civil Rights Related to Programs Requirements for Recipients of Federal Financial Assistance". In addition she watched a webinar on Fair Housing in 2019 provided by the Florida Housing Coalition.

Housing assistance for low-income households encompasses rental assistance through the Section 8 Housing Choice Voucher (HCV) program, rental assistance through the Veterans Affairs Supportive Housing (VASH) program, homeowner assistance through rehabilitation which utilizes Community Development Block Grant (CDBG) funds and total reconstruction, which utilizes HOME Investment Partnerships program (HOME) funding. State Housing Initiatives Partnership (SHIP) and HOME funds are utilized for down payment and closing cost assistance for home buyers, foreclosure prevention and homebuyer's workshops. The Housing Division in conjunction with our consortium partner, Escambia County, continues to seek new projects to provide housing assistance throughout the community.

**PHA GOAL:** Increase the availability of decent, safe and affordable housing

1. Apply for additional rental vouchers: The City of Pensacola Housing Division will continue to apply for Housing Choice Vouchers (HCV) and special purpose vouchers as HUD makes them available. The Housing Division will also apply for and utilize any funding should it become available for rental assistance.

The Pensacola Housing Division continues in partnership with the Pensacola VMAC in its commitment to house homeless veterans. These veterans are mostly local, but many throughout the country utilize portability to relocate to the Pensacola Area. Pensacola

Housing Division has utilized its full allotment of 203 HUD-VASH vouchers including the 21 additional VASH vouchers awarded since April, 2018.

The Pensacola Housing Division entered into a Memorandum of Understanding (MOU) in August, 2017, with the Fort Walton Beach Housing Authority (FWB) to utilize 24 of their unfilled VASH vouchers. It is scheduled to expire in August, 2019. Under the MOU we have authority to utilize 24 of their unfilled VASH vouchers through the portability process. To date we have worked with a total of ten VASH FWB participants under the MOU. Four are currently active, four are inactive (two ended participation after one year and two were unsuccessful in getting under initial contract). At this time, two participants are in the recertification process.

Pensacola Housing also continues to work closely with the Santa Rosa County Housing Authority through portability, as well as Foley Housing Authority located in Baldwin County, Alabama as the VMAC in Pensacola also provides services to veterans in both jurisdictions. The Housing Division and the VA work together to acquire additional vouchers.

After Hurricane Michael devastated the Florida panhandle on October 10, 2018, we worked closely with the Panama City and Springfield Housing Authorities to house some of their displaced participants. Overall we issued vouchers to 12 families, 10 HCV and 2 VASH.

The Housing Division is continually considering adjustments to the Housing Choice Voucher Program, both to streamline its processes and to conform to changing regulations.

2. Leverage private or other public funds to create additional housing opportunities: For Fiscal Year 2018, 127 families closed on new and existing homes utilizing SHIP funds through the First Time Homebuyer's Assistance and the HOME programs, which provided down payment and closing cost assistance. HOME funding provided financial assistance to reconstruct 2 severely dilapidated homes located within the City for qualified low, very low, and extremely low income homeowners. CDBG funds were utilized to develop a pool of prepared homebuyers and homeowners; 130 families attended classes offered by the Housing Division and 27 existing homes were rehabilitated through CDBG.

The Escambia/Pensacola Affordable Housing Advisory Committee, comprised of community professionals, continues to meet on a regular basis to review and offer recommendations and enhancements to plans and policies related to affordable housing.

During FY 2017 the City of Pensacola established the Housing Initiatives Fund. Proceeds allocated to this fund from the sale of underutilized city-owned property are being used to supplement existing and future adopted affordable housing initiatives. In FY 2018 the City of Pensacola Housing Incentive Program (COPHIP) was launched providing down payment and closing cost assistance to qualified purchasers within the City limits. In FY

2018 seven families were assisted and so far in FY19 six families were awarded these funds, with two more anticipated shortly.

In 2018, seven census tracts in Escambia County were designated under the new federal Opportunity Zone program that encourages long-term investments to spur economic development and job creation in distressed communities by providing tax incentives for investors.

3. Encourage owners and landlords to participate in the HCV programs: The Pensacola Housing Division works with owners and landlords to improve their rental experience through the assistance programs. Paperwork has been streamlined, as have the HAP payments through direct deposit and inspection processes resulting in less burden to the owners/agents/landlords. Housing also participates in the annual Citizen's Academy Program and presents about all the housing programs and their benefits

A partnership with Pensacola Association of Realtors has proven beneficial to all participants in assisting with the search for available units and establishing rent reasonableness.

**PHA GOAL: Improve the quality of assisted housing**

This year we expanded our software capabilities for process improvement.

The availability of newly constructed, affordable units will continue to address the needs of participants in finding decent, affordable rentals.

Pensacola/Escambia County has new affordable developments coming on line:

Delphin Downs: This will be a 72 unit tax-credit family development, to be constructed in the City's Westside Redevelopment Area. The City's Community Redevelopment Agency and City Council worked closely with the developer to ensure a development that will be an enhancement to the area while continuing to address the need for affordable housing. Initial occupancy is expected in the spring of 2020.

Brownsville Manor: An 87-unit elderly tax credit complex has been approved for financing by Florida Housing Finance Corporation. Construction is expected to begin in the late summer of 2020.

Garden District Cottages: Is a blended income, 26 unit single family development located in the Westside Redevelopment Area. Six of the lots are available for workforce housing development. So far in the subdivision, one house has been completed and three others are under construction.

Century Park: A 50-unit family development located in the rural north end of Escambia County is providing much needed affordable housing to one of the poorest incorporated

towns in the entire nation as well as those impacted by Hurricane Michael and VASH participants.

**PHA GOAL: Promote self-sufficiency and asset development for families and individuals**

The Pensacola Housing Division continues to provide first time homebuyer and foreclosure prevention classes on a semi-monthly basis, as well as assisting families in improving their credit and knowledge in order to prepare them to become homebuyers, as a natural progression toward self-sufficiency. The HCV and VASH participants are especially encouraged to work towards achieving self-sufficiency in order to progress to homeownership. Veterans are urged to enroll in vocational rehabilitation and the many GI Bill educational opportunities available to them.

Participants are also advised of the availability of TRIO, which assists college-ready students with enrollment, admissions, financial aid, educational and career guidance, as well as financial workshops. Trio is located on all campuses of Pensacola State College and there is no charge for their services.

The Housing staff will continue to provide referrals to local agencies, colleges and universities, as well as vocational training institutes and online programs to support self-sufficiency goals of all the participants.

## **Analysis of RAB Survey/Comments**

This year we determined that for more participation in the planning process we would try a new approach to the Resident Advisory Board (RAB) process. As a HCV only agency, we designated all active participants on the last day of January, 2019 as RAB members. The Administrator sent letters to each participant explaining the purpose of the RAB and their role in the process. They were invited to participate in an online survey to express opinions about the program. We assured that the survey was user friendly for mobile devices, provided the link on the Housing website, and provided a link to the survey on the Kiosk computer station in the Housing Office. In addition, participants that were in the office anytime during the month of February were invited to respond to the survey while they were waiting for other services, either on the kiosk computer or on their mobile device.

With this new method we increased participation and we are pleased with the response rate. Overall, we received 98 responses to the RAB survey which was open the entire month of February. In previous years we held individual meetings at complexes located throughout the County and last year we received a total of 31 comments. Due to the increased level of participation, we plan to expand on this method of outreach in the future.

The survey was designed to solicit information about general satisfaction with the program, moving with continued assistance both inside and outside the jurisdiction, VAWA, hearing criteria, contingency plans for paying rent if federal funds became unavailable and the interest in a HCV homeowner program.

### **Of the 98 survey respondents:**

72% were not planning on moving;

91% had never used a portability voucher;

73% knew about VAWA protections;

16% have a contingency plan for rent.

70% wanted to use their voucher to buy a home; and

79% were aware of the criteria for requesting a hearing.

We also solicited general comments and asked about the reasons for considering a move. The responses from last year indicated an enhanced interest in moving with continued assistance so we wanted to explore those details further this year to readily assist participants with portability and the moving process.

Of the total 98 survey responses, 54 people provided comments. 59% were positive or stated they had no additional comments/concerns; 17% wanted improved Landlord

responsibilities; 11% were very interested in buying a home with their voucher and wanted more information; 6% thought we should offer more support services; 4% wanted further improvements to the inspections process, and 4% offered other comments.

**The top three reasons provided for considering a move (besides other) were:**

- 1) Safer neighborhood and 1) more amenities (parks, street lights, sidewalks bike paths and transit facilities) (tied);
- 2) Maintenance issues and 2) more opportunities (jobs, more housing choices) (tied); and
- 3) Better schools.

We discovered that changing jobs and the landlord not renewing the lease were not a factor for anyone in deciding to move.

Moving out of the jurisdiction had slightly different priorities with: moving closer to their support network, safety of their current neighborhood/jurisdiction, and more amenities/opportunities cited as the top 3 reasons.

All responses were considered and what we learned was the participant's had a good understanding of VAWA and the informal hearing criteria. Moving forward with developing a HCV homeownership program would be of great interest. Only 28% of respondents expressed an interest in moving and only 9% had ever used a portability voucher.

As we reviewed the general comments we determined that there was a high percentage of satisfaction. Participants wanted their landlords to improve the overall quality of their properties as well as be willing to provide for more units that accept vouchers in all areas of the County. This was also true of the comments made by the 13 participants at the May 1, 2019 Public Hearing. They particularly liked survey format in lieu of meetings. Attendees were happy and satisfied with the staff and the program. They expressed that they wanted landlords to address issues in the common areas. In the survey, they also commented that unchecked drug use/enforcement and fear of consequences from complaining were areas where landlords could improve. Three people felt the inspections process could be further improved with shorter timeframes for inspection appointments and asking that inspectors pay more attention to detail in the overall quality of the property being inspected. In the area of additional support services, three people commented, wanting more help moving when a failed inspection requires a move, one wanted the program to pay for security deposits, and one felt that transportation should be provided for the search process.

Based on survey results proposed programmatic improvements for the next 5 year plan include a commitment to develop and implement program guidelines for an HCV Homeownership program, establish exception payment standards starting with defining

## PHA Annual Plan 2020 Attachment (B.7)

the low poverty areas where these standards could be used, in order to support more units becoming available in those defined areas. We are committed to expanding the use of technology to further improve the inspections process and continue to educate participants and landlords on process improvements. We are also planning to establish a baseline for quantifying efforts to affirmatively further fair housing.



## 2019 Pensacola Housing Resident Advisory Board Survey Results

### Responses Volume



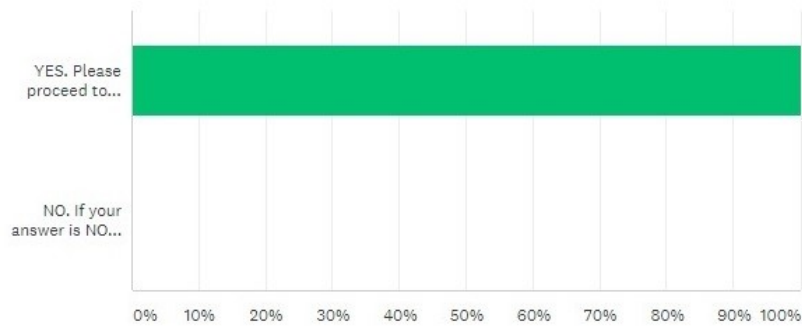
[ANALYZE RESULTS](#)

Page 1: 2019 Resident Advisory Board Survey

### Q1

Are you a participant--that is, an active voucher holder--on Pensacola Housing's Section 8 Housing Choice Voucher (HCV) program?

Answered: 98 Skipped: 0



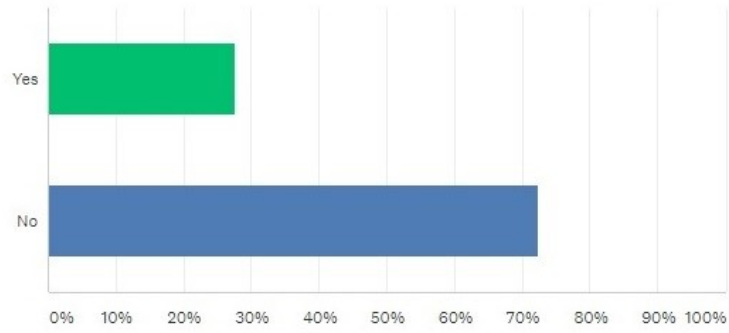
ANSWER CHOICES	RESPONSES
<ul style="list-style-type: none"> <li>YES. Please proceed to Question 2.</li> </ul>	100.00% 98
<ul style="list-style-type: none"> <li>NO. If your answer is NO, please do not continue. This survey is for active voucher holders only--not landlords, applicants on our waiting list, or the general public. However, we welcome your feedback. Please email Karen Thompson at <a href="mailto:kthompson@cityofpensacola.com">kthompson@cityofpensacola.com</a> if you would like to provide feedback on our program.</li> </ul>	0.00% 0
<b>TOTAL</b>	<b>98</b>

## 2019 Pensacola Housing Resident Advisory Board Survey Results

Q2

Are you considering a move in the next 12 months?

Answered: 98 Skipped: 0



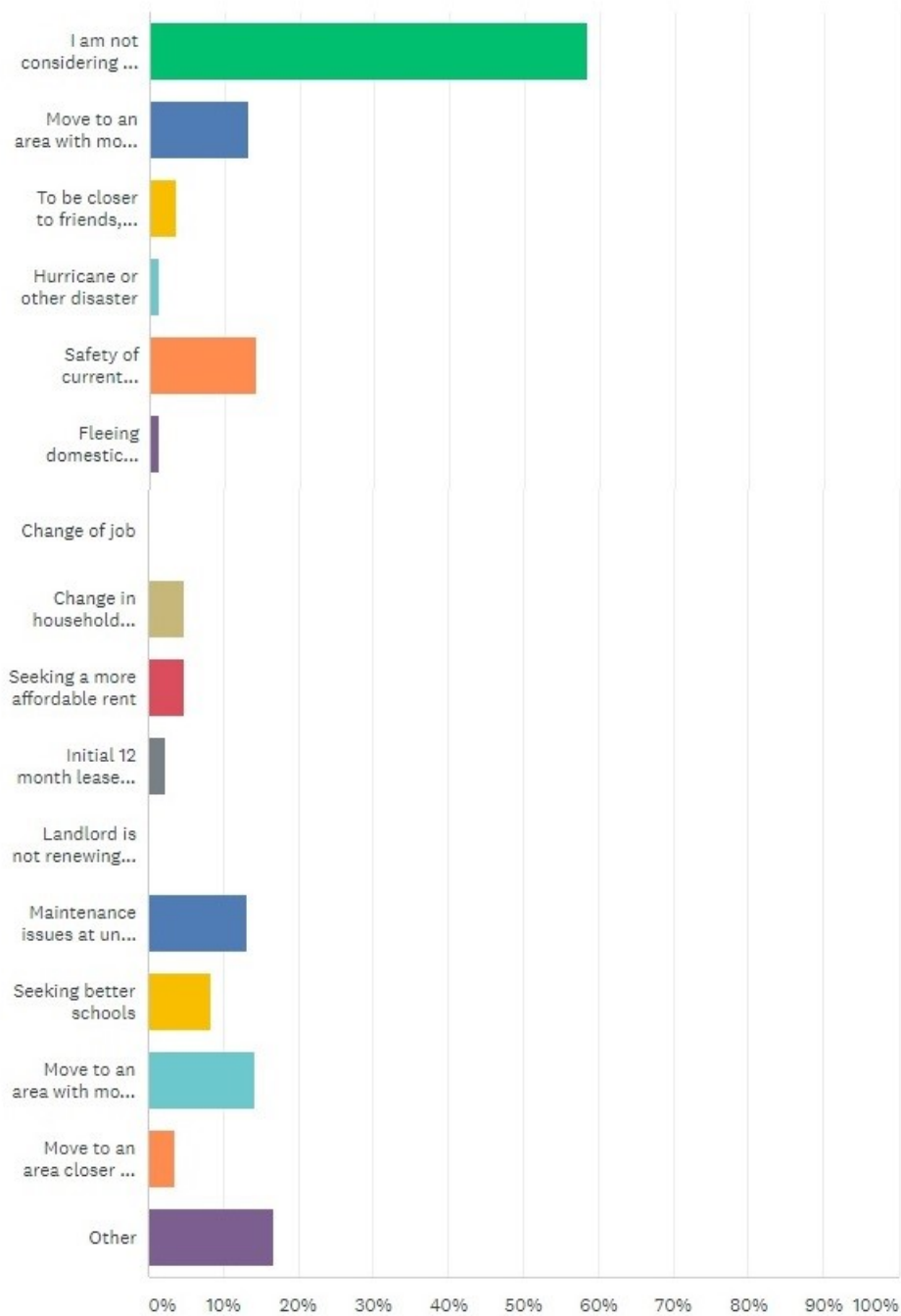
ANSWER CHOICES	RESPONSES	
▼ Yes	27.55%	27
▼ No	72.45%	71
<b>TOTAL</b>		<b>98</b>

2019 Pensacola Housing Resident Advisory Board Survey Results

Q3

If yes, what factors are figuring into your move decision? Choose all that apply.

Answered: 84 Skipped: 14



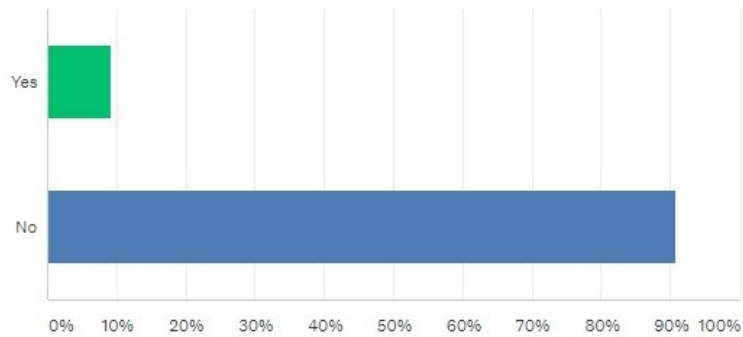
## 2019 Pensacola Housing Resident Advisory Board Survey Results

ANSWER CHOICES	RESPONSES
▼ I am not considering a move in the next 12 months	58.33% 49
▼ Move to an area with more opportunities	13.10% 11
▼ To be closer to friends, family, and/or support network	3.57% 3
▼ Hurricane or other disaster	1.19% 1
▼ Safety of current neighborhood	14.29% 12
▼ Fleeing domestic violence	1.19% 1
▼ Change of job	0.00% 0
▼ Change in household income	4.76% 4
▼ Seeking a more affordable rent	4.76% 4
▼ Initial 12 month lease period is complete	2.38% 2
▼ Landlord is not renewing the lease	0.00% 0
▼ Maintenance issues at unit / quality of unit	13.10% 11
▼ Seeking better schools	8.33% 7
▼ Move to an area with more amenities (such as parks, resource centers, street lights, sidewalks, bike paths, or transit stops)	14.29% 12
▼ Move to an area closer to support services (such as medical providers, preferred pharmacy, or day care facility)	3.57% 3
▼ Other	16.67% 14
<b>Total Respondents: 84</b>	

### Q4

Have you ever used a portability voucher (moved with your voucher to a different jurisdiction)?

Answered: 98 Skipped: 0



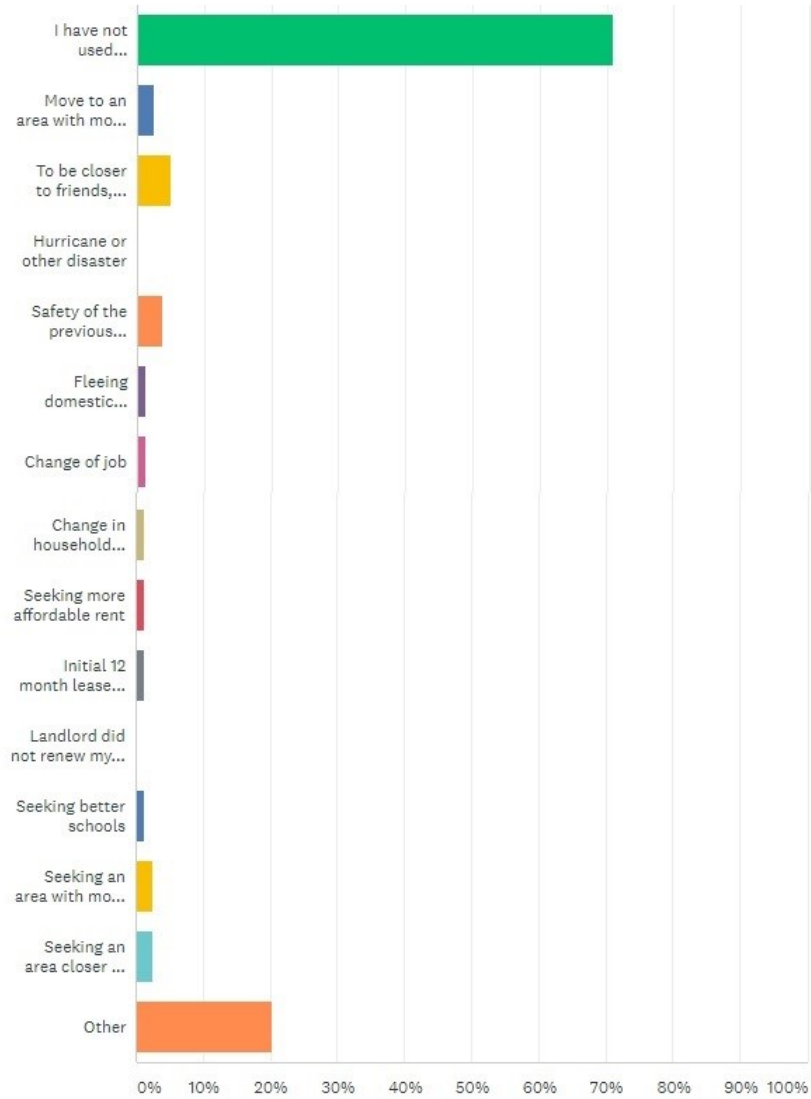
ANSWER CHOICES	RESPONSES
▼ Yes	9.18% 9
▼ No	90.82% 89
<b>TOTAL</b>	<b>98</b>

2019 Pensacola Housing Resident Advisory Board Survey Results

Q5

If yes, what factors figured into your decision to move? Choose all that apply.

Answered: 79 Skipped: 19



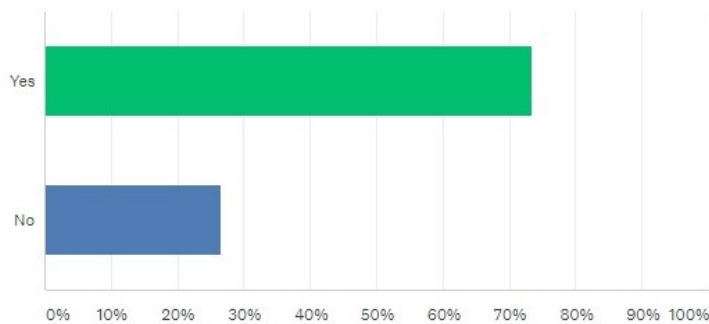
2019 Pensacola Housing Resident Advisory Board Survey Results

ANSWER CHOICES	RESPONSES
I have not used portability	70.89% 56
Move to an area with more opportunities	2.53% 2
To be closer to friends, family, and/or support network	5.06% 4
Hurricane or other disaster	0.00% 0
Safety of the previous jurisdiction or neighborhood	3.80% 3
Fleeing domestic violence	1.27% 1
Change of job	1.27% 1
Change in household income	1.27% 1
Seeking more affordable rent	1.27% 1
Initial 12 month lease period was complete	1.27% 1
Landlord did not renew my lease	0.00% 0
Seeking better schools	1.27% 1
Seeking an area with more amenities (such as parks, resource centers, street lights, sidewalks, bike paths, or transit stops)	2.53% 2
Seeking an area closer to support services (such as medical providers, preferred pharmacy, or day care facility)	2.53% 2
Other	20.25% 16
<b>Total Respondents: 79</b>	

Q6

Are you aware of the Violence Against Women Act (VAWA) which provides protections for adults and children of all genders who are victims of domestic violence, dating violence, sexual assault or stalking? If you are receiving assistance under Section 8, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Answered: 98 Skipped: 0



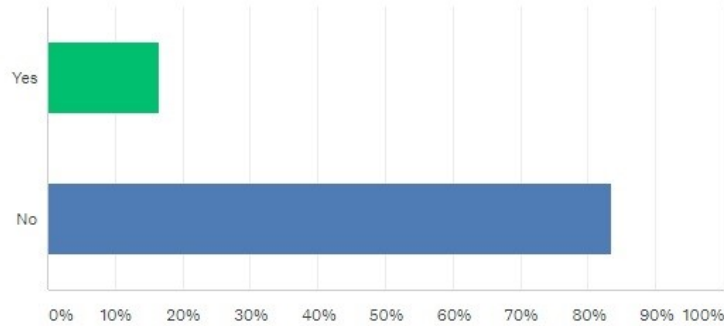
ANSWER CHOICES	RESPONSES
Yes	73.47% 72
No	26.53% 26
<b>TOTAL</b>	<b>98</b>

2019 Pensacola Housing Resident Advisory Board Survey Results

Q7

Do you have a contingency plan if you have to pay all your rent if there is an interruption in your rental assistance payment?

Answered: 97 Skipped: 1

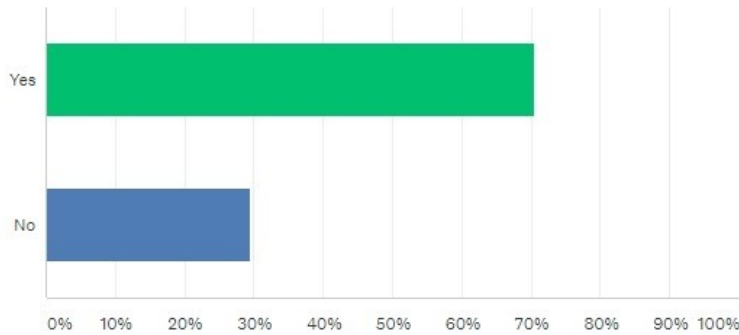


ANSWER CHOICES	RESPONSES	
Yes	16.49%	16
No	83.51%	81
<b>TOTAL</b>		<b>97</b>

Q8

Would you be interested in using your voucher to buy a home?

Answered: 98 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	70.41%	69
No	29.59%	29
<b>TOTAL</b>		<b>98</b>

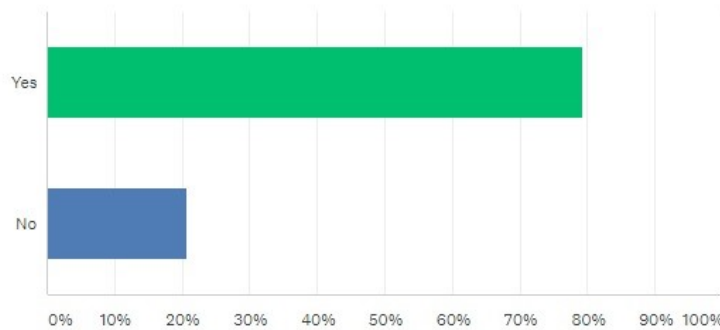


2019 Pensacola Housing Resident Advisory Board Survey Results

Q9

Are you aware that participant families have an opportunity to request an informal hearing for all of the following issues?A) Determination of family’s annual income;B) Determination of the appropriate utility allowance (if any) for tenant-paid utilities from Pensacola Housing’s utility allowance schedule;C) Determination of the assigned voucher size and payment standard under Pensacola Housing’s subsidy guidelines;D) Determination to terminate assistance due to a family’s action; and/orE) Determination to terminate assistance due to absence from the unit.

Answered: 97 Skipped: 1



ANSWER CHOICES	RESPONSES
Yes	79.38% 77
No	20.62% 20
TOTAL	97

Q10

Is there anything else you would like to tell us about your voucher program participation at this time? Please share your ideas or concerns in the provided box.

Answered: 54 Skipped: 44

RESPONSES (54) WORD CLOUD TAGS (0)

Apply to Selected Filter by tag

Search responses

Showing 54 responses



## 2019 Pensacola Housing Resident Advisory Board Survey Results

Showing 54 responses

no  
2/28/2019 2:03 PM [View respondent's answers](#) [Add tags](#) ▼

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want voucher for 2019  
2/28/2019 10:42 AM [View respondent's answers](#) [Add tags](#) ▼

---

I am aware of people on public housing especially in Pasadena Florida that there were a lot of drug dealers and meth labs used in the the apartment building. I am aware of people on Public Assistant Housing especially in Pasadena, FL there were a lot of hard drug sales and makers of illicit drugs. Drugs were being made on the 16th and 15th floors of Serenity Towers and nothing was being done to stop it. The stealing from the apartments are still going on, even where I live and false reports on conditions of apartments.  
2/27/2019 2:59 PM [View respondent's answers](#) [Add tags](#) ▼

---

I would like to know more about using my voucher to purchase a home. Also I am veteran with hud-vash program voucher.  
2/26/2019 11:10 AM [View respondent's answers](#) [Add tags](#) ▼

---

I don't have any concerns or new ideas at this time. But I would like to have the opportunity to say Thank You for the programs you offered me. You have given me a peace of mind and The opportunity to have something or to be a part of something even being in something as simple as a house I feel like I belong in this community and I could've done that without you . Again thank you so much for being there for me when I needed you most .  
2/25/2019 7:10 PM [View respondent's answers](#) [Add tags](#) ▼

---

I'm very thankful for the help and pray one day to buy my own home.  
2/23/2019 8:07 AM [View respondent's answers](#) [Add tags](#) ▼

---

is there a application to apply for the voucher program to buy a home.  
2/21/2019 6:52 PM [View respondent's answers](#) [Add tags](#) ▼

---

I think that the program is great. I enjoy where i am living i have been there 5 yrs.  
2/20/2019 8:52 AM [View respondent's answers](#) [Add tags](#) ▼

---

We need more better homes for housing. Most of the section 8 housing are in crime areas, and run down neighborhoods. Housing in Pensacola is very bad.  
2/19/2019 4:28 PM [View respondent's answers](#) [Add tags](#) ▼

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## 2019 Pensacola Housing Resident Advisory Board Survey Results

<input type="checkbox"/> I regularly thank Jehovah for your assistance. I personally think from my Bible knowledge that Jehovah has put your organization in place to help the lowly, poor, and meek. Thank you very much, for all your help on behalf of all those who you assist. I have seen improvements over the years showing the proficiency of your staffs care towards the clientele's well-being. May Jehovah continue to bless your organization and staff members because there is no authority without Jehovah's and Jesus' authority please keep up the good work. Thank you again.	2/19/2019 10:21 AM	<a href="#">View respondent's answers</a>	<a href="#">Add tags ▼</a>
<input type="checkbox"/> I think HUD should start paying the the deposit or paying half of it. I think HUD should	2/18/2019 7:47 PM	<a href="#">View respondent's answers</a>	<a href="#">Add tags ▼</a>
<input type="checkbox"/> Assistance with getting to and from rental homes or apartment properties.	2/17/2019 7:30 PM	<a href="#">View respondent's answers</a>	<a href="#">Add tags ▼</a>
<input type="checkbox"/> I really love the program it helps out a lot of families that need a little extra help	2/16/2019 2:27 PM	<a href="#">View respondent's answers</a>	<a href="#">Add tags ▼</a>
<input type="checkbox"/> I'm interested in rent to own property	2/15/2019 11:44 PM	<a href="#">View respondent's answers</a>	<a href="#">Add tags ▼</a>
<input type="checkbox"/> I really appreciate the program to help the less fortunate	2/14/2019 9:41 AM	<a href="#">View respondent's answers</a>	<a href="#">Add tags ▼</a>
<input type="checkbox"/> No	2/13/2019 6:55 PM	<a href="#">View respondent's answers</a>	<a href="#">Add tags ▼</a>
<input type="checkbox"/> not able to pay my rent in full at this hour cut on my job	2/13/2019 9:01 AM	<a href="#">View respondent's answers</a>	<a href="#">Add tags ▼</a>
<input type="checkbox"/> yes very thankful for my voucher that help me i'm 66 of age disability and i grateful for voucher program it help feel like a person someone cares	2/12/2019 2:42 PM	<a href="#">View respondent's answers</a>	<a href="#">Add tags ▼</a>

## 2019 Pensacola Housing Resident Advisory Board Survey Results

- 
- I am very grateful for the opportunity of being able to be apart of this program Im thankful because I really don't know how I could afford a rental on my own due to the set rate of my monthly income if I was not on this program I might be homeless
- 2/12/2019 7:41 AM [View respondent's answers](#) [Add tags](#) ▼
- 
- I have had nothing but positive experiences with the City of Pensacola Voucher Program! Mary Nathan has been my coordinator for the last few years and has been extremely efficient and professional in every occasion I have had to deal with her. Kudos on the smoothness of your operation!
- 2/11/2019 7:37 PM [View respondent's answers](#) [Add tags](#) ▼
- 
- Not a the moment.
- 2/11/2019 12:37 PM [View respondent's answers](#) [Add tags](#) ▼
- 
- Yes inspection should be scheduled in shorter time frame. Because we have to lose a whole day of work.
- 2/11/2019 11:20 AM [View respondent's answers](#) [Add tags](#) ▼
- 
- I appreciate the rental assistance afforded to me by this voucher program.
- 2/10/2019 12:05 PM [View respondent's answers](#) [Add tags](#) ▼
- 
- Hope that can find a way to cover more areas
- 2/10/2019 7:56 AM [View respondent's answers](#) [Add tags](#) ▼
- 
- I'm just thankful for the opportunity I've had to obtain my voucher. without it I would be struggling to pay rent or trying to stay in room somewhere.
- 2/9/2019 11:51 AM [View respondent's answers](#) [Add tags](#) ▼
- 
- No
- 2/8/2019 9:55 AM [View respondent's answers](#) [Add tags](#) ▼
- 
- I'm grateful every day for this resource, and the wonderful people at the City of Pensacola that I have worked with in the HUD-VASH program (Marsha Bazinet and Dawn Corrigan). Keep up the great work!
- 2/8/2019 9:42 AM [View respondent's answers](#) [Add tags](#) ▼
- 
- Thank you and I am grateful
- 2/8/2019 7:56 AM [View respondent's answers](#) [Add tags](#) ▼
-

## 2019 Pensacola Housing Resident Advisory Board Survey Results

I would love for this program to consider allowing those of us on the program a way to use our vouchers to buy our homes.  
2/7/2019 7:05 PM [View respondent's answers](#) [Add tags](#) ▼

---

No  
2/7/2019 1:54 PM [View respondent's answers](#) [Add tags](#) ▼

---

I would like to see more apartment complexes that take vouchers  
2/7/2019 1:29 PM [View respondent's answers](#) [Add tags](#) ▼

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If a unit doesn't pass inspection and tenant have to move to some place else and there are no available places to move to that fit your particular housing status, there should be some type of assistance available, especially if tenant have a type of health disability  
2/7/2019 9:48 AM [View respondent's answers](#) [Add tags](#) ▼

---

When there is an issue such as lights faucets etc not being fixed for us by the landlord we are over a barrel because if we report it to HUD we run the risk of being kicked out of our home by the landlord. Right now we have no light in the living room (dark for 3 months) and a mailbox that leaks (over a month) huge cracks and holes in linoleum in Kitchen floor, no knobs on Kitchen cabinets. We have asked for repairs it is promised by not provider but we can't do anything about it  
2/7/2019 5:19 AM [View respondent's answers](#) [Add tags](#) ▼

---

Inspectors pay more attention to detail when inspecting units other than just seeing if everything works also check wiring of stoves if able to and check for leaking roofs and windows  
2/6/2019 8:18 PM [View respondent's answers](#) [Add tags](#) ▼

---

I want you to know how grateful I am for the HUD-VASH program and the professionalism I have observed in the staff, both city and VA, that have worked on my behalf. I would like to see a greater effort made to secure more participating landlords. I think many people (prospective landlords) have a misconception of the value HUD Programs and it's participants can add to their investment goals. These are great programs with many great/thankful participants. THANK YOU!  
2/6/2019 7:17 PM [View respondent's answers](#) [Add tags](#) ▼

---

It has really been a blessing. I work however I can't afford full rent in a decent neighborhood.  
2/6/2019 6:54 PM [View respondent's answers](#) [Add tags](#) ▼

---

Need to have more homes that are in decent areas of Pensacola. Most of the homes are in neighborhoods that carries a lot of danger which is putting a lot of kids in danger.  
2/6/2019 6:48 PM [View respondent's answers](#) [Add tags](#) ▼

---

No  
2/6/2019 5:52 PM [View respondent's answers](#) [Add tags](#) ▼

---

I want to know if the program seeks out property and dwellings that may be owned by participatens so that the participatens do not have to use the program any more?.  
2/6/2019 4:29 PM [View respondent's answers](#) [Add tags](#) ▼

---

## 2019 Pensacola Housing Resident Advisory Board Survey Results

<input type="checkbox"/>	No nothing at this time thank you	2/6/2019 1:35 PM	<a href="#">View respondent's answers</a>	<a href="#">Add tags</a> ▼
<input type="checkbox"/>	programs of success for first time homebuyer	2/5/2019 6:42 PM	<a href="#">View respondent's answers</a>	<a href="#">Add tags</a> ▼
<input type="checkbox"/>	What would be great is if inspections could be scheduled within a specific time window of a 2 hour or 4 hour time or even morning or afternoon for planning purposes so you don't have to just wait around all day without any way of knowing what time they are coming At present can be anytime morning to late afternoon and you just have to wait all day	2/5/2019 3:49 PM	<a href="#">View respondent's answers</a>	<a href="#">Add tags</a> ▼
<input type="checkbox"/>	I REALLY APPRECIATE YOUR HELP WITH THE HOUSES PROGRAM FOR RENT	2/5/2019 2:41 PM	<a href="#">View respondent's answers</a>	<a href="#">Add tags</a> ▼
<input type="checkbox"/>	I went and applied for habatit and was denied because not enough income	2/5/2019 1:59 PM	<a href="#">View respondent's answers</a>	<a href="#">Add tags</a> ▼
<input type="checkbox"/>	how long will it be available?	2/5/2019 1:48 PM	<a href="#">View respondent's answers</a>	<a href="#">Add tags</a> ▼
<input type="checkbox"/>	I appreciate everything they do for us. People on fixed incomes can only do so much.	2/5/2019 8:40 AM	<a href="#">View respondent's answers</a>	<a href="#">Add tags</a> ▼
<input type="checkbox"/>	No	2/4/2019 6:57 PM	<a href="#">View respondent's answers</a>	<a href="#">Add tags</a> ▼
<input type="checkbox"/>	no	2/4/2019 3:52 PM	<a href="#">View respondent's answers</a>	<a href="#">Add tags</a> ▼
<input type="checkbox"/>	I just praying that the government shutdown doesn't affect the people that's on the program. Because it would be heart breaking for a lot of people that need the assistance.	2/4/2019 12:21 PM	<a href="#">View respondent's answers</a>	<a href="#">Add tags</a> ▼
<input type="checkbox"/>	My concerns are when you are living in a hud house or apt. and landlord responsibilities is to keep the hallway and exterior of the property up as well as the grounds. Who do you talk to concerning this matter? Sometimes the living condition is horrible. I would like to see this issue address. You living in housing and you want to live with so kind of standards.	2/2/2019 8:52 PM	<a href="#">View respondent's answers</a>	<a href="#">Add tags</a> ▼



## 2019 Pensacola Housing Resident Advisory Board Survey Results

More responsibility with the landlords, not for them to look at us as if it's free money to them. But to also take care of us as tenants instead of collateral. Help us keep the property up instead of relying on us to take care of all the issues that were there before you move in. I been in the program for 6 years expand the area for those tenants that have been in good standards with the program. Overall a great program for those really trying to just survive.

2/2/2019 4:50 PM

[View respondent's answers](#)

[Add tags](#) ▼

---

No

2/2/2019 1:13 PM

[View respondent's answers](#)

[Add tags](#) ▼

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no

2/1/2019 2:58 PM

[View respondent's answers](#)

[Add tags](#) ▼

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No..

2/1/2019 1:33 PM

[View respondent's answers](#)

[Add tags](#) ▼

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**City of Pensacola**  
**PHA 5-Year Plan 2020-2024**  
**PHA Annual Plan for 2019-2020**  
**Public Hearing Agenda**  
**May 1, 2018 at 3:00 p.m.**

1. Welcome and Introduction to the PHA 5 Year and Annual Plans
2. Review the Proposed Plans
3. Progress toward the previous Goals and Objectives and discussion of the ones now proposed
4. Survey Results
5. Questions and open discussion: how can we make your experiences with the Housing Division better?

Attachment: Proposed Plans

DEPT OF HOUSING/LEGAL ADS  
420 W CHASE ST

PENSACOLA, FL 32502

Published Daily-Pensacola, Escambia County, FL

**PROOF OF PUBLICATION**

State of Florida  
County of Escambia:

Before the undersigned authority personally appeared , who on oath says that he or she is a Legal Advertising Representative of the **Pensacola News Journal** , a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

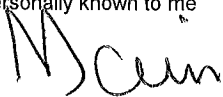
LEGAL NOTICE The Residen

as published in said newspaper in the issue(s) of:

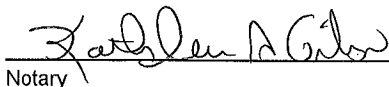
03/09/19, 03/15/19

Affiant further says that the said **Pensacola News Journal** is a newspaper in said Escambia County, Florida and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 15th of March 2019, by who is personally known to me



Affiant



Notary

Publication Cost: \$168.26

**LEGAL NOTICE**

The Resident Advisory Board has submitted survey comments to the City of Pensacola's Public Housing Agency (PHA) to be considered in preparation of the 2020 Annual Plan and the PHA 2020-2024 5-Year Plan. The Plans outline the goals and objectives for serving the needs of the City of Pensacola and Escambia County's rental assistance program participants and is submitted to the U.S. Department of Housing and Urban Development on an annual and 5-Year basis.

A copy of the PHA 2020 Annual Plan and the PHA 2020-2024 5-Year Plan is available for public review at the Pensacola Housing Office, 420 W Chase Street; online at <http://www.cityofpensacola.com/Housing/Plans>; or may be provided electronically upon request. Comments are encouraged and may be submitted by May 1, 2019 to the City of Pensacola Housing Division, P.O. Box 12910, Pensacola, FL 32521, hand delivered to the Housing Division, faxed to Karen K. Thompson at 850-595-0113 or emailed to [kthompson@cityofpensacola.com](mailto:kthompson@cityofpensacola.com).

A Public Hearing is scheduled for Wednesday, May 1, 2019 at 3:00 p.m. in the City Housing Division training room, 420 W. Chase Street, Pensacola, Florida. All interested persons may appear and provide comment on the PHA 2020 Annual Plan and the PHA 2020-2014 5-Year Plan.

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable modifications for access to City services, programs, and activities. Please call 858-0350 (or T.D.D. 850-595-0102) for further information. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

Grover C. Robinson, IV  
Mayor  
Legal No.3426831, March 15, 2019





Attachment 2

Subject: City of Pensacola Housing Division Public Housing Agency 5-Year Plan

(FY2020-2024)

Council Meeting Date: June 13, 2019

<b>5-Year PHA Plan (for All PHAs)</b>	<b>U.S. Department of Housing and Urban Development Office of Public and Indian Housing</b>	<b>OMB No. 2577-0226 Expires: 02/29/2016</b>
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**Purpose.** The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

**Applicability.** Form HUD-50075-5Y is to be completed once every 5 PHA fiscal years by all PHAs.

A.	PHA Information.																										
A.1	<p><b>PHA Name:</b> City of Pensacola Housing Division <b>PHA Code:</b> FL092  <b>PHA Plan for Fiscal Year Beginning:</b> (MM/YYYY): 10/2020  <b>PHA Plan Submission Type:</b> <input checked="" type="checkbox"/> 5-Year Plan Submission <input type="checkbox"/> Revised 5-Year Plan Submission</p> <p><b>Availability of Information.</b> In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information on the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official websites. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.</p> <p>The public may obtain copies of the Annual PHA Plan and the 5-Year Plan at the Housing Division Administrative Offices, 420 W. Chase Street, Pensacola, Florida, 32501.</p> <p>The 5 Year and Annual PHA Plan is also available online at <a href="http://www.cityofpensacola/housing/plans">www.cityofpensacola/housing/plans</a>.</p> <p>On Feb 1, 2019 all active voucher holders were designated as members of the Resident Advisory Board and were invited to respond to an online survey.</p> <p>A Public Hearing was held on Wednesday, May 1, 2019 at 3:00 p.m. in the City Housing Division training room, 420 W. Chase Street, Pensacola, Florida</p> <p><input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)</p> <table border="1"> <thead> <tr> <th rowspan="2">Participating PHAs</th> <th rowspan="2">PHA Code</th> <th rowspan="2">Program(s) in the Consortia</th> <th rowspan="2">Program(s) not in the Consortia</th> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td>Lead PHA:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:																	
Participating PHAs	PHA Code					Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program																			
		PH	HCV																								
Lead PHA:																											

<b>B.</b>	<b>5-Year Plan.</b> Required for <u>all</u> PHAs completing this form.					
<b>B.1</b>	<p><b>Mission.</b> State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years. To support development of a diverse, viable community that provides decent, safe housing and a suitable living environment for low and moderate income families thereby enhancing the quality of life for area residents.</p>					
<b>B.2</b>	<p><b>Goals and Objectives.</b> Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low- income, and extremely low- income families for the next five years.</p> <p>See Attachment B.2</p>					
<b>B.3</b>	<p><b>Progress Report.</b> Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.</p> <p>See Attachment B.3</p>					
<b>B.4</b>	<p><b>Violence Against Women Act (VAWA) Goals.</b> Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking.</p> <p>See Attachment B.4</p>					
<b>B.5</b>	<p><b>Significant Amendment or Modification.</b> Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.</p> <p>A significant amendment or modification to the Annual Plan and Five-Year Strategic Plan is defined as changes of a significant nature to the Minimum Total Tenant Payment or to admissions policies or to the organization of the waiting list.</p>					
<b>B.6</b>	<p><b>Resident Advisory Board (RAB) Comments.</b></p> <p>(a) Did the RAB(s) provide comments to the 5-Year PHA Plan?</p> <p>Y    N  <input checked="" type="checkbox"/>   <input type="checkbox"/></p> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p> <p>See Attachment B.6</p>					
<b>B.7</b>	<p><b>Certification by State or Local Officials.</b></p> <p><a href="#">Form HUD 50077-SL</a>, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>					

## **Instructions for Preparation of Form HUD-50075-5Y 5-Year PHA Plan for All PHAs**

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**A. PHA Information** [24 CFR §903.23\(4\)\(e\)](#)

**A.1** Include the full **PHA Name**, **PHA Code**, **PHA Fiscal Year Beginning** (MM/YYYY), **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the hearing and proposed PHA Plan.

**PHA Consortia:** Check box if submitting a Joint PHA Plan and complete the table.

**B. 5-Year Plan.**

**B.1 Mission.** State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years. ([24 CFR §903.6\(a\)\(1\)](#))

**B.2 Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low- income, and extremely low- income families for the next five years. ([24 CFR §903.6\(b\)\(1\)](#)) For Qualified PHAs only, if at any time a PHA proposes to take units offline for modernization, then that action requires a significant amendment to the PHA's 5-Year Plan.

**B.3 Progress Report.** Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. ([24 CFR §903.6\(b\)\(2\)](#))

**B.4 Violence Against Women Act (VAWA) Goals.** Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. ([24 CFR §903.6\(a\)\(3\)](#))

**B.5 Significant Amendment or Modification.** Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.

**B.6 Resident Advisory Board (RAB) comments.**

(a) Did the public or RAB provide comments?

(b) If yes, submit comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. ([24 CFR §903.17\(a\)](#), [24 CFR §903.19](#))

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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year PHA Plan. The 5-Year PHA Plan provides the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families and the progress made in meeting the goals and objectives described in the previous 5-Year Plan.

Public reporting burden for this information collection is estimated to average .76 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Act Notice.** The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

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**Goals and Objectives for  
Fiscal Years 2020-2024**

**PHA GOAL: Increase the availability of decent, safe and affordable housing**

1. Apply for additional rental vouchers:

Apply for the maximum number of Housing Choice Vouchers (HCV) and VASH vouchers, as HUD makes them available. Add an average of 10 new vouchers per year over the next 5 years.

Apply for and utilize any funding should it become available for Tenant Based Rental Assistance (TBRA), in partnership with the local COC and area service providers that support our target population.

Coordinate efforts with our consortium partner Escambia County to expand opportunities for creation of affordable housing.

2. Leverage private or other public funds to create additional housing opportunities:

Support the Escambia/Pensacola Affordable Housing Advisory Committee, comprised of community professionals, meeting on a regular basis to review and recommend enhancements to plans and policies related to affordable housing.

Advocate for the City of Pensacola Housing Incentive Fund to allow for expansion of the City of Pensacola Housing Incentives Program (COPHIP) which currently provides down payment and closing cost assistance to purchasers within the city limits.

3. Encourage owners and landlords to participate in the HCV programs:

Conduct outreach to engage current and potential landlords in order to develop and enhance relationships and to increase the number of participating landlords and improve our program administration process.

Maximize the Housing Choice Voucher lease-up rates and budget utilization, subject to budget authority, by marketing the program to owners, particularly those outside of areas of minority and poverty concentration and establishing payment standards that will enable families to rent throughout the jurisdiction.

Provide a level of customer service that will encourage participating owners to remain active in the program. This includes continuing process improvement in all activities that may affect an owner's ability to lease a unit as rapidly as possible and establishing positive relationships between HQS Inspectors, Housing Representatives and Owners/Landlords.

Continue to provide office hours and appointment times to accommodate participant and landlords schedules.

Improve the Website to meet the need for a more robust, user friendly portal with enhanced features to help visitors find the information they need about affordable housing.

Establish Exception Payment Standards to be used when a participant selects a unit in a low poverty area. Define our low poverty areas and define how these low poverty areas will be evaluated and updated over time.

Continue to partner with Pensacola Association of Realtors which has proven beneficial to all participants in assisting with the search for available units and establishing rent reasonableness to ensure rents reflect market conditions.

### **PHA GOAL: Improve the quality of assisted housing**

Make adjustments to the Housing Choice Voucher Program, both for process improvement and to conform to changing regulations. The Administrative Plan will be updated in a timely manner and to increase our efficiency we will update our program software which will allow for more electronic communication and real time updating for applicants, participants and landlords.

Expand software capabilities and move to an on-line application process for Housing Choice vouchers.

Expand the use of technology to improve the inspection process and educate and inform the participants and landlords in all aspects of the programs.

Ensure compliance to regulations, consistency in the provision of services and improvement in the quality of program management by requiring at least 75% of employees participate in webinars or in-person training annually.

Encourage participants to seek newer, more energy efficient rental units during both eligibility and recertification meetings.

Conduct annual review of the payment standards and the utility allowance schedules to ensure affordability for participants.

Continue to offer housing rehabilitation to local, low-income homeowners.

Partner with community agencies to affirmatively further fair housing to establish a baseline for assistance being provided. Track all referrals for legal aid and/or community services on a monthly basis.

### **PHA GOAL: Promote self-sufficiency and asset development for families and individuals**

Continue to provide first time homebuyer and foreclosure prevention classes on a semi-monthly basis assisting families in improving their credit and knowledge, in order to prepare them to become homebuyers, as a natural progression toward self-sufficiency.

Develop and implement program guidelines for a HCV Homeownership program.

**Progress Report Goals and Objectives  
Fiscal Year 2015-2019**

**PHA GOAL:** Increase the availability of decent, safe and affordable housing

1. Apply for additional rental vouchers:

The City of Pensacola Housing Division will continue to apply for Housing Choice Vouchers (HCV) and VASH vouchers as HUD makes them available. Since the previous FY 2015 5-Year Plan the Housing Division has applied for and received 46 additional VASH vouchers bringing the total to 203. The Housing Division and the VA will continue to work together to acquire more vouchers. Under the NOFA for FUP vouchers Pensacola applied but was not granted additional vouchers.

The Housing Division will also apply for and utilize any funding should it become available for Tenant Based Rental Assistance (TBRA), in partnership with the local COC and area service providers. Since the previous FY 2015 5-Year Plan the Housing Division administered TBRA funding for 13 previously homeless families between September 2016 and December 2017. The previous agreement began in July 2013 ended in July 2016 assisting 33 families between October 2013 and June 2016. We advocated that all these participants enter our HCV waiting list during the time they had short term TBRA assistance. As of today, 7 of these participants now have HCV vouchers.

The Pensacola Housing Division entered into a two year Memorandum of Understanding (MOU) in August, 2017, with Fort Walton Beach Housing (FWB). It is scheduled to expire in August, 2019. Under the MOU we have authority to utilize 24 of their unfilled VASH vouchers through the portability process. To date we have worked with a total of ten VASH FWB participants under the MOU. Four are currently active, four are currently inactive (2 ended participation after one year and two were unsuccessful in getting under initial contract). At this time, 2 participants are in the recertification process.

Pensacola Housing also continues to work closely with the Santa Rosa County Housing Authority through portability, as well as Foley Housing Authority located in Baldwin County, Alabama as the VMAC in Pensacola also provides services to veterans in both jurisdictions.

After Hurricane Michael devastated the Florida panhandle on October 10, 2018, we worked closely with the Panama City and Springfield Housing Authorities to house some of their displaced participants. Overall we issued vouchers to 12 families, 10 HCV and 2 VASH.

Since the previous 5-year Plan, a 50 unit multifamily complex, Century Park Apartments was completed.



The Housing Division is continually making and considering adjustments to the Housing Choice Voucher Program, both for process improvement and to conform to changing regulations. Amendments have addressed legislative and programmatic changes implemented by the U.S. Department of Housing and Urban Development (HUD) to include the Housing Opportunity Through Modernization Act (HOTMA) of 2016; Public and Indian Housing (PIH) Notice 2016-05 Streamlining Administrative Regulations for Programs Administered by Public Housing Agencies; and PIH Notice 2015-19, Guidance for Public Housing Agencies (PHAs) and Owners of Federally - Assisted Housing on Excluding the Use of Arrest Records in Housing Decisions. In December, 2017 an updated Administrative Plan was approved by the Pensacola City Council.

2. Leverage private or other public funds to create additional housing opportunities:

The Escambia/Pensacola Affordable Housing Advisory Committee, comprised of community professionals, continues to meet on a regular basis to review and offer recommendations and enhancements to plans and policies related to affordable housing.

In September, 2015, the Florida Housing Coalition at the 28<sup>th</sup> Statewide Affordable Housing Conference in Orlando recognized the City of Pensacola for being a model for leveraging SHIP funds in the local community.

In April, 2016, Housing Administrator was recognized by the City of Pensacola for her contribution to the submission of a Federal Promise Zone designation which gives a community priority status when applying for federal grants and funding for designated high poverty, urban and rural neighborhoods. The application was completed in partnership with the University of West Florida, Pensacola State College, Escambia County, the Escambia County School District and the Escambia County Sheriff's Department.

During FY 2017 the City of Pensacola established the Housing Initiatives Fund. Proceeds allocated to this fund from the sale of underutilized city-owned property are being used to supplement existing and future adopted affordable housing initiatives. In FY 2018 the City of Pensacola Housing Incentive Program (COPHIP) was launched providing down payment and closing cost assistance to qualified purchasers within the city limits. In FY 2018 seven families were assisted and so far in FY19 six families have been awarded these funds with at least two more anticipated.

In 2018, seven census tracts in Escambia County were designated under the new federal Opportunity Zone program that encourages long-term investments to spur economic development and job creation in distressed communities by providing tax incentives for investors.

3. Encourage owners and landlords to participate in the HCV programs:

The Pensacola Housing Division works with owners and landlords to improve their rental experience through the assistance programs. The paperwork has been streamlined, as have the HAP payments through direct deposit and improvements have been made to inspection processes resulting in less burden to the owners/agents/landlords.

Computer software has been expanded for process improvement. The Housing Division has made available on the Housing website program information and forms that landlords utilize for participation including a landlord training video. Other informational items are offered through periodic mailings to prospective landlords highlighting the program's benefits. To improve customer satisfaction, the Housing Division will continue to provide office hours and appointment times to accommodate client and landlords schedules.

The Housing staff presented information on the HCV program to approximately 30 attendees of the Gulf Coast Real Estate Investors Association in September, 2016, to explain the program to potential landlords and hopefully obtain more available units for the rental assistance program. This is part of the ongoing effort to make outreach to the community. Housing also participates in the City's annual Citizen's Academy Program and presents about all the housing programs and their benefits.

A partnership with Pensacola Association of Realtors has proven beneficial to all participants in assisting with the search for available units and establishing rent reasonableness.

**PHA GOAL: Improve the quality of assisted housing**

The Housing Division conducts regularly scheduled quality control inspections by a qualified housing inspector, who provides routine feedback to the regular inspection team to ensure decent, safe housing for clients. Further, tenant request inspections are conducted upon tenant's request. Participants are encouraged to seek newer, more energy efficient rental units during both eligibility and recertification meetings. Rent Reasonableness reviews are conducted at the request of the property owner or manager to ensure rents reflect market conditions. Per program guidelines, the Division conducts an annual review of the payment standards and the utility allowance schedules ensuring affordability for participants.

The Housing Division continues to offer housing rehabilitation to local, low-income homeowners.

The availability of newly constructed, affordable units will continue to address the needs of participants in finding decent, affordable rentals.

Pensacola/Escambia County has new affordable developments coming on line:

Delphin Downs: This will be a 72 unit tax-credit family development, to be constructed in the City's Westside Redevelopment Area. The City's Community Redevelopment Agency and City Council worked closely with the developer to ensure a development that will be an enhancement to the area while continuing to address the need for affordable housing. Initial occupancy is expected in the spring 2020.

Brownsville Manor: An 87-unit elderly tax credit complex has been approved for financing by Florida Housing Finance Corporation. Construction is expected to begin in late summer 2020.

Garden District Cottages: Is a blended income, 26 unit single family development located in the Westside Redevelopment Area. Six of the lots are available for workforce housing development. One house has been completed and 3 others are currently under construction.

Century Park: A 50-unit family development located in the rural north end of Escambia County is providing much needed affordable housing to one of the poorest incorporated towns in the entire nation as well as to those impacted by Hurricane Michael and VASH clients.

**PHA GOAL: Promote self-sufficiency and asset development for families and individuals**

The Pensacola Housing Division continues to provide first time homebuyer and foreclosure prevention classes on a semi-monthly basis, as well as assisting families in improving their credit and knowledge in order to prepare them to become homebuyers, as a natural progression toward self-sufficiency. The HCV and VASH participants are especially encouraged to work towards achieving self-sufficiency in order to progress to homeownership. Veterans are urged to enroll in vocational rehabilitation and the many GI Bill educational opportunities available to them.

Participants are also advised of the availability of TRIO, which assists college-ready students with enrollment, admissions, financial aid, educational and career guidance, as well as financial workshops. Trio is located on all campuses of Pensacola State College, and there is no charge for their services.

The Housing staff will continue to provide referrals to local agencies, colleges and universities, as well as vocational training institutes and on-line programs to support the self-sufficiency goals of the clients.

## PHA 5 Year Plan Attachment (B.4)

City of Pensacola Housing Division Administrative Plan  
Housing Choice Voucher Program  
November 2017 (excerpt)

### Section 3.0 Fair Housing and Equal Opportunity

#### Part 3.4 The Violence Against Women Act (VAWA)

In compliance with the Violence against Women and Department of Justice Reauthorization Act of 2005 (VAWA), as well as the Violence Against Women Reauthorization Act of 2013 (VAWA 2013), Pensacola Housing will not deny admission to the HCV program to any applicant who has been a victim of domestic violence, dating violence, stalking, or sexual assault, provided they have met the other admission requirements.

In addition, Pensacola Housing will adhere to the following guidelines when administering the HCV program to applicants or participants who are victims of domestic abuse:

1. Being a victim of domestic violence, dating violence, stalking, or sexual assault (collectively known as “abuse”) is not a basis for denial of assistance to HCV programs.
2. Incidents or threats of abuse will not be regarded as “serious or repeated violations of the lease” for termination of assistance, tenancy, or occupancy rights of a victim of abuse.
3. Criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be a cause for termination of assistance, tenancy, or occupancy rights if the tenant or an affiliated individual of the tenant is the victim or threatened victim of that abuse. VAWA 2013 defines an affiliated individual as a spouse, parent, brother, sister, or child of that individual; or an individual to whom that individual stands in loco parentis; or any individual, tenant, or lawful occupant living in the household of that individual.
4. The Housing Division or owner/manager may remove a household member from the voucher or from a lease without regard to whether the household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a lawful tenant or lawful occupant and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting,

removing, terminating assistance, or otherwise penalizing the victim of such activity, who is also a tenant or lawful occupant.

5. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by federal, state, or local law for termination of leases or assistance. This federal statute authority takes precedence over any federal, state, or local law to the contrary; however, any eviction or removal or termination of assistance must be in accordance with procedures prescribed by federal, state, and local law (for example, the Landlord-Tenant Act, or HCV program regulations).

6. The family may request to move or port, in violation of the lease, if the family has met all other requirements and has moved out of the assisted unit to protect the health or safety of an individual who was the victim of abuse and who reasonably believed he or she was imminently threatened by further abuse if he or she remained in the unit.

In order to protect their ongoing assistance, participants who are victims of abuse may be asked to certify that incidences of abuse are bona fide. Form HUD-5382 may be used for this purpose. The certification must contain the name of the perpetrator, but only if the name of the perpetrator is known to the victim, and the name can be provided safely. Certification must be provided within 14 business days after Pensacola Housing's request for it. If the certification is not provided within this timeframe, Pensacola Housing may terminate assistance.

In lieu of the tenant completing form HUD-5382, Pensacola Housing will also accept documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional, or a mental health professional, or a record from an administrative agency from which the victim has sought assistance, in which the professional or agency official attests under penalty of perjury that the incident(s) are bona fide. Federal, state, tribal, territorial or local police or court records will also be acceptable.

All information provided by the victim is confidential. Applicants and program participants will be informed of their rights under VAWA and VAWA 2013 at admission, during eligibility and recertification meetings, and in notifications informing them that assistance has been denied or terminated.

### **Analysis of RAB Survey/Comments**

This year we determined that for more participation in the planning process we would try a new approach to the Resident Advisory Board (RAB) process. As a HCV only agency, we designated all active participants on the last day of January, 2019 as RAB members. The Administrator sent letters to each participant explaining the purpose of the RAB and their role in the process. They were invited to participate in an online survey to express opinions about the program. We assured that the survey was user friendly for mobile devices, provided the link on the Housing website, and provided a link to the survey on the Kiosk computer station in the Housing Office. In addition, participants that were in the office anytime during the month of February were invited to respond to the survey while they were waiting for other services, either on the kiosk computer or on their mobile device.

With this new method we increased participation and we are pleased with the response rate. Overall, we received 98 responses to the RAB survey which was open the entire month of February. In previous years we held individual meetings at complexes located throughout the County and last year we received a total of 31 comments. Due to the increased level of participation, we plan to expand on this method of outreach in the future.

The survey was designed to solicit information about general satisfaction with the program, moving with continued assistance both inside and outside the jurisdiction, VAWA, hearing criteria, contingency plans for paying rent if federal funds became unavailable and the interest in a HCV homeowner program.

#### **Of the 98 survey respondents:**

72% were not planning on moving;

91% had never used a portability voucher;

73% knew about VAWA protections;

16% have a contingency plan for rent.

70% wanted to use their voucher to buy a home; and

79% were aware of the criteria for requesting a hearing.

We also solicited general comments and asked about the reasons for considering a move. The responses from last year indicated an enhanced interest in moving with continued assistance so we wanted to explore those details further this year to readily assist participants with portability and the moving process.

Of the total 98 survey responses, 54 people provided comments. 59% were positive or stated they had no additional comments/concerns; 17% wanted improved Landlord responsibilities; 11% were very interested in buying a home with their voucher and wanted more information; 6% thought we should offer more support services; 4%

wanted further improvements to the inspections process, and 4% offered other comments.

**The top three reasons provided for considering a move (besides other) were:**

1) Safer neighborhood and 1) more amenities (parks, street lights, sidewalks bike paths and transit facilities) (tied);

2) Maintenance issues and 2) more opportunities (jobs, more housing choices) (tied); and

3) Better schools.

We discovered that changing jobs and the landlord not renewing the lease were not a factor for anyone in deciding to move.

Moving out of the jurisdiction had slightly different priorities with: moving closer to their support network, safety of their current neighborhood/jurisdiction, and more amenities/opportunities cited as the top 3 reasons.

All responses were considered and what we learned was the participant's had a good understanding of VAWA and the informal hearing criteria. Moving forward with developing a HCV homeownership program would be of great interest. Only 28% of respondents expressed an interest in moving and only 9% had ever used a portability voucher.

As we reviewed the general comments we determined that there was a high percentage of satisfaction. Participants wanted their landlords to improve the overall quality of their properties as well as be willing to provide for more units that accept vouchers in all areas of the County. This was also true of the comments made by the 13 participants at the May 1, 2019 Public Hearing. They particularly liked survey format in lieu of meetings. Attendees were happy and satisfied with the staff and the program. They expressed that they wanted landlords to address issues in the common areas. In the survey, they also commented that unchecked drug use/enforcement and fear of consequences from complaining were areas where landlords could improve. Three people felt the inspections process could be further improved with shorter timeframes for inspection appointments and asking that inspectors pay more attention to detail in the overall quality of the property being inspected. In the area of additional support services, three people commented, wanting more help moving when a failed inspection requires a move, one wanted the program to pay for security deposits, and one felt that transportation should be provided for the search process.

Based on survey results proposed programmatic improvements for the next 5 year plan include a commitment to develop and implement program guidelines for an HCV Homeownership program, establish exception payment standards starting with defining the low poverty areas where these standards could be used, in order to support more units becoming available in those defined areas. We are committed to expanding the

## **PHA 5-Year Plan Attachment (B.6)**

use of technology to further improve the inspections process and continue to educate participants and landlords on process improvements. We are also planning to establish a baseline for quantifying efforts to affirmatively further fair housing.



## 2019 Pensacola Housing Resident Advisory Board Survey Results

### Responses Volume



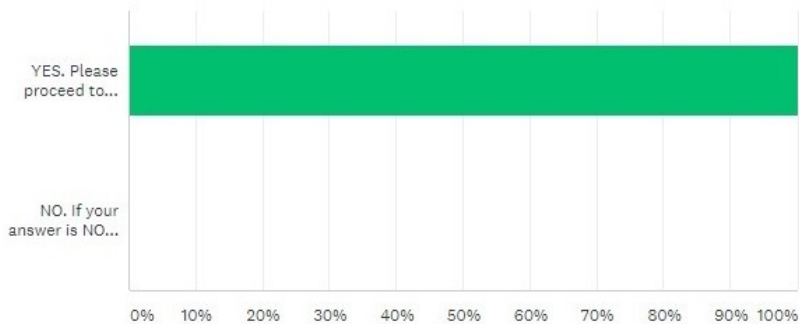
[ANALYZE RESULTS](#)

Page 1: 2019 Resident Advisory Board Survey

### Q1

Are you a participant--that is, an active voucher holder--on Pensacola Housing's Section 8 Housing Choice Voucher (HCV) program?

Answered: 98 Skipped: 0



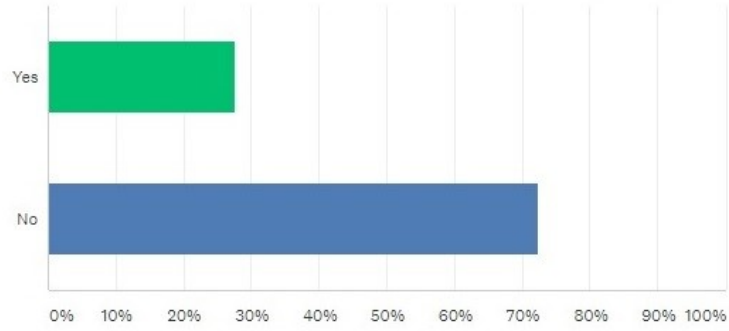
ANSWER CHOICES	RESPONSES
<ul style="list-style-type: none"> <li>YES. Please proceed to Question 2.</li> </ul>	100.00% 98
<ul style="list-style-type: none"> <li>NO. If your answer is NO, please do not continue. This survey is for active voucher holders only--not landlords, applicants on our waiting list, or the general public. However, we welcome your feedback. Please email Karen Thompson at <a href="mailto:kthompson@cityofpensacola.com">kthompson@cityofpensacola.com</a> if you would like to provide feedback on our program.</li> </ul>	0.00% 0
<b>TOTAL</b>	<b>98</b>

2019 Pensacola Housing Resident Advisory Board Survey Results

Q2

Are you considering a move in the next 12 months?

Answered: 98 Skipped: 0



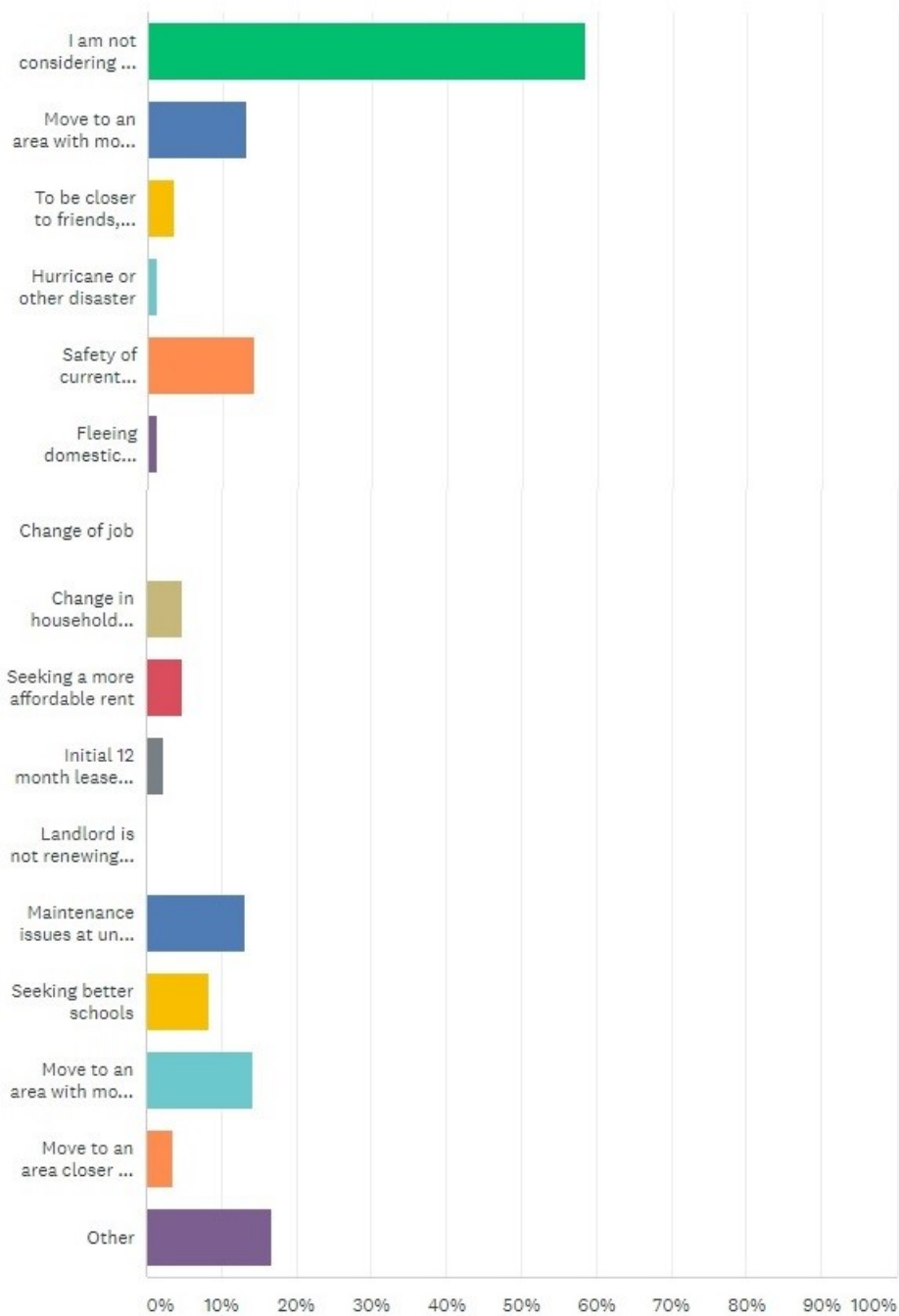
ANSWER CHOICES	RESPONSES	
▼ Yes	27.55%	27
▼ No	72.45%	71
<b>TOTAL</b>		<b>98</b>

2019 Pensacola Housing Resident Advisory Board Survey Results

Q3

If yes, what factors are figuring into your move decision? Choose all that apply.

Answered: 84 Skipped: 14



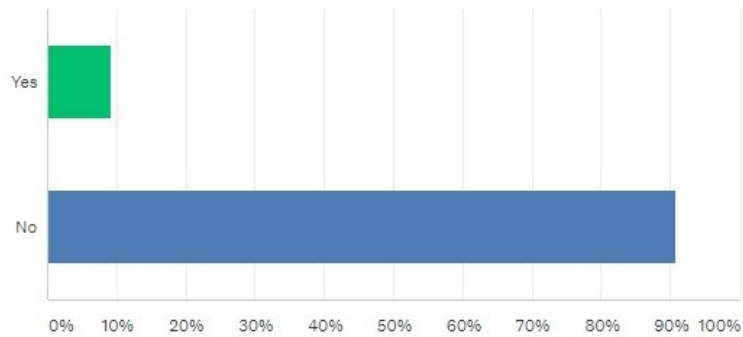
## 2019 Pensacola Housing Resident Advisory Board Survey Results

ANSWER CHOICES	RESPONSES
▼ I am not considering a move in the next 12 months	58.33% 49
▼ Move to an area with more opportunities	13.10% 11
▼ To be closer to friends, family, and/or support network	3.57% 3
▼ Hurricane or other disaster	1.19% 1
▼ Safety of current neighborhood	14.29% 12
▼ Fleeing domestic violence	1.19% 1
▼ Change of job	0.00% 0
▼ Change in household income	4.76% 4
▼ Seeking a more affordable rent	4.76% 4
▼ Initial 12 month lease period is complete	2.38% 2
▼ Landlord is not renewing the lease	0.00% 0
▼ Maintenance issues at unit / quality of unit	13.10% 11
▼ Seeking better schools	8.33% 7
▼ Move to an area with more amenities (such as parks, resource centers, street lights, sidewalks, bike paths, or transit stops)	14.29% 12
▼ Move to an area closer to support services (such as medical providers, preferred pharmacy, or day care facility)	3.57% 3
▼ Other	16.67% 14
<b>Total Respondents: 84</b>	

### Q4

Have you ever used a portability voucher (moved with your voucher to a different jurisdiction)?

Answered: 98 Skipped: 0



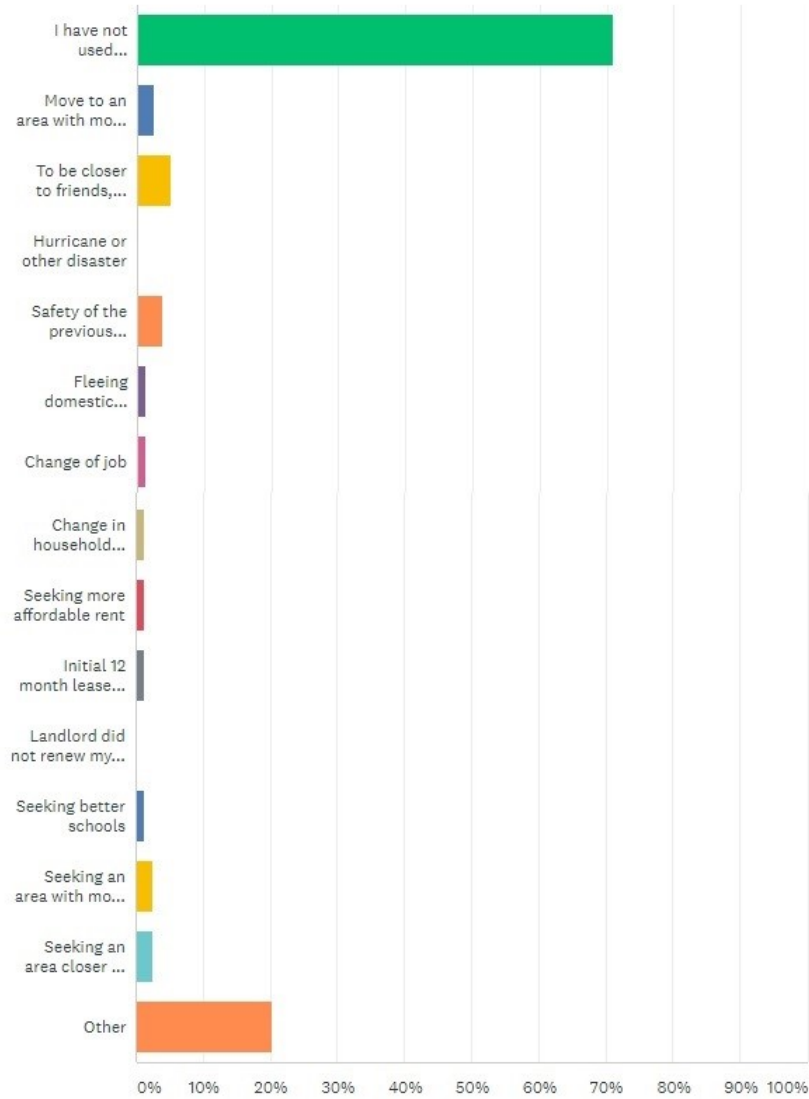
ANSWER CHOICES	RESPONSES
▼ Yes	9.18% 9
▼ No	90.82% 89
<b>TOTAL</b>	<b>98</b>

2019 Pensacola Housing Resident Advisory Board Survey Results

Q5

If yes, what factors figured into your decision to move? Choose all that apply.

Answered: 79 Skipped: 19



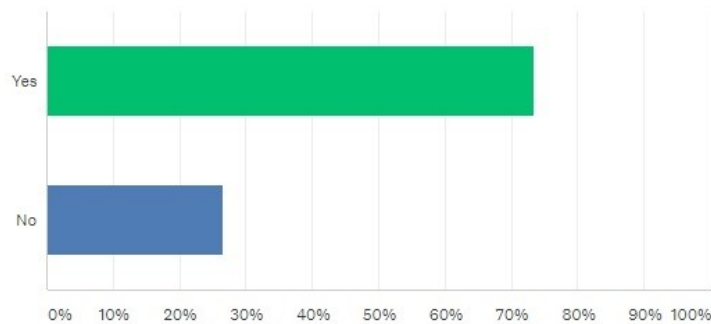
2019 Pensacola Housing Resident Advisory Board Survey Results

ANSWER CHOICES	RESPONSES
I have not used portability	70.89% 56
Move to an area with more opportunities	2.53% 2
To be closer to friends, family, and/or support network	5.06% 4
Hurricane or other disaster	0.00% 0
Safety of the previous jurisdiction or neighborhood	3.80% 3
Fleeing domestic violence	1.27% 1
Change of job	1.27% 1
Change in household income	1.27% 1
Seeking more affordable rent	1.27% 1
Initial 12 month lease period was complete	1.27% 1
Landlord did not renew my lease	0.00% 0
Seeking better schools	1.27% 1
Seeking an area with more amenities (such as parks, resource centers, street lights, sidewalks, bike paths, or transit stops)	2.53% 2
Seeking an area closer to support services (such as medical providers, preferred pharmacy, or day care facility)	2.53% 2
Other	20.25% 16
<b>Total Respondents: 79</b>	

Q6

Are you aware of the Violence Against Women Act (VAWA) which provides protections for adults and children of all genders who are victims of domestic violence, dating violence, sexual assault or stalking? If you are receiving assistance under Section 8, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Answered: 98 Skipped: 0



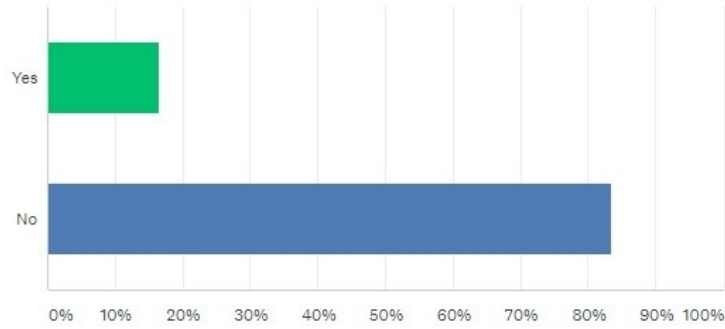
ANSWER CHOICES	RESPONSES
Yes	73.47% 72
No	26.53% 26
<b>TOTAL</b>	<b>98</b>

2019 Pensacola Housing Resident Advisory Board Survey Results

Q7

Do you have a contingency plan if you have to pay all your rent if there is an interruption in your rental assistance payment?

Answered: 97 Skipped: 1

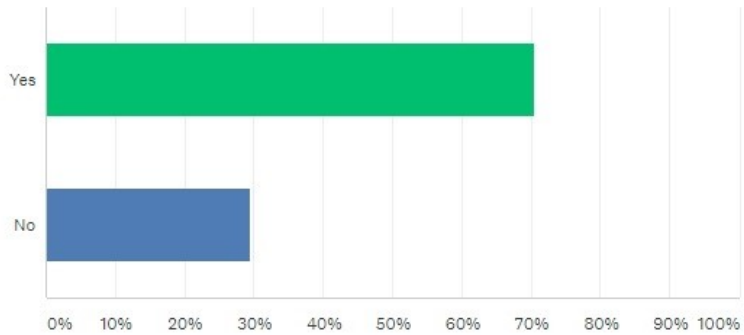


ANSWER CHOICES	RESPONSES	
Yes	16.49%	16
No	83.51%	81
<b>TOTAL</b>		<b>97</b>

Q8

Would you be interested in using your voucher to buy a home?

Answered: 98 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	70.41%	69
No	29.59%	29
<b>TOTAL</b>		<b>98</b>

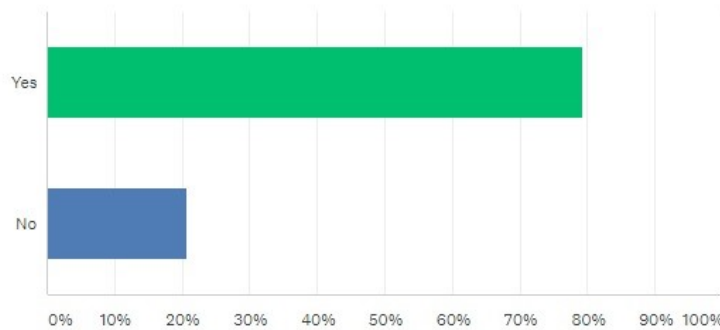


2019 Pensacola Housing Resident Advisory Board Survey Results

Q9

Are you aware that participant families have an opportunity to request an informal hearing for all of the following issues?A) Determination of family’s annual income;B) Determination of the appropriate utility allowance (if any) for tenant-paid utilities from Pensacola Housing’s utility allowance schedule;C) Determination of the assigned voucher size and payment standard under Pensacola Housing’s subsidy guidelines;D) Determination to terminate assistance due to a family’s action; and/orE) Determination to terminate assistance due to absence from the unit.

Answered: 97 Skipped: 1



ANSWER CHOICES	RESPONSES
Yes	79.38% 77
No	20.62% 20
TOTAL	97

Q10

Is there anything else you would like to tell us about your voucher program participation at this time? Please share your ideas or concerns in the provided box.

Answered: 54 Skipped: 44

RESPONSES (54) WORD CLOUD TAGS (0)

Apply to Selected Filter by tag

Search responses

Showing 54 responses



## 2019 Pensacola Housing Resident Advisory Board Survey Results

Showing 54 responses

no  
2/28/2019 2:03 PM [View respondent's answers](#) [Add tags](#) ▼

---

want voucher for 2019  
2/28/2019 10:42 AM [View respondent's answers](#) [Add tags](#) ▼

---

I am aware of people on public housing especially in Pasadena Florida that there were a lot of drug dealers and meth labs used in the the apartment building. I am aware of people on Public Assistant Housing especially in Pasadena, FL there were a lot of hard drug sales and makers of illicit drugs. Drugs were being made on the 16th and 15th floors of Serenity Towers and nothing was being done to stop it. The stealing from the apartments are still going on, even where I live and false reports on conditions of apartments.  
2/27/2019 2:59 PM [View respondent's answers](#) [Add tags](#) ▼

---

I would like to know more about using my voucher to purchase a home. Also I am veteran with hud-vash program voucher.  
2/26/2019 11:10 AM [View respondent's answers](#) [Add tags](#) ▼

---

I don't have any concerns or new ideas at this time. But I would like to have the opportunity to say Thank You for the programs you offered me. You have given me a peace of mind and The opportunity to have something or to be a part of something even being in something as simple as a house I feel like I belong in this community and I could've done that without you . Again thank you so much for being there for me when I needed you most .  
2/25/2019 7:10 PM [View respondent's answers](#) [Add tags](#) ▼

---

I'm very thankful for the help and pray one day to buy my own home.  
2/23/2019 8:07 AM [View respondent's answers](#) [Add tags](#) ▼

---

is there a application to apply for the voucher program to buy a home.  
2/21/2019 6:52 PM [View respondent's answers](#) [Add tags](#) ▼

---

I think that the program is great. I enjoy where i am living i have been there 5 yrs.  
2/20/2019 8:52 AM [View respondent's answers](#) [Add tags](#) ▼

---

We need more better homes for housing. Most of the section 8 housing are in crime areas, and run down neighborhoods. Housing in Pensacola is very bad.  
2/19/2019 4:28 PM [View respondent's answers](#) [Add tags](#) ▼

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## 2019 Pensacola Housing Resident Advisory Board Survey Results

<input type="checkbox"/> I regularly thank Jehovah for your assistance. I personally think from my Bible knowledge that Jehovah has put your organization in place to help the lowly, poor, and meek. Thank you very much, for all your help on behalf of all those who you assist. I have seen improvements over the years showing the proficiency of your staffs care towards the clientele's well-being. May Jehovah continue to bless your organization and staff members because there is no authority without Jehovah's and Jesus' authority please keep up the good work. Thank you again.	2/19/2019 10:21 AM	<a href="#">View respondent's answers</a>	<a href="#">Add tags ▼</a>
<input type="checkbox"/> I think HUD should start paying the the deposit or paying half of it. I think HUD should	2/18/2019 7:47 PM	<a href="#">View respondent's answers</a>	<a href="#">Add tags ▼</a>
<input type="checkbox"/> Assistance with getting to and from rental homes or apartment properties.	2/17/2019 7:30 PM	<a href="#">View respondent's answers</a>	<a href="#">Add tags ▼</a>
<input type="checkbox"/> I really love the program it helps out a lot of families that need a little extra help	2/16/2019 2:27 PM	<a href="#">View respondent's answers</a>	<a href="#">Add tags ▼</a>
<input type="checkbox"/> I'm interested in rent to own property	2/15/2019 11:44 PM	<a href="#">View respondent's answers</a>	<a href="#">Add tags ▼</a>
<input type="checkbox"/> I really appreciate the program to help the less fortunate	2/14/2019 9:41 AM	<a href="#">View respondent's answers</a>	<a href="#">Add tags ▼</a>
<input type="checkbox"/> No	2/13/2019 6:55 PM	<a href="#">View respondent's answers</a>	<a href="#">Add tags ▼</a>
<input type="checkbox"/> not able to pay my rent in full at this hour cut on my job	2/13/2019 9:01 AM	<a href="#">View respondent's answers</a>	<a href="#">Add tags ▼</a>
<input type="checkbox"/> yes very thankful for my voucher that help me i'm 66 of age disability and i grateful for voucher program it help feel like a person someone cares	2/12/2019 2:42 PM	<a href="#">View respondent's answers</a>	<a href="#">Add tags ▼</a>

## 2019 Pensacola Housing Resident Advisory Board Survey Results

- 
- I am very grateful for the opportunity of being able to be apart of this program Im thankful because I really don't know how I could afford a rental on my own due to the set rate of my monthly income if I was not on this program I might be homeless
- 2/12/2019 7:41 AM [View respondent's answers](#) [Add tags](#) ▼
- 
- I have had nothing but positive experiences with the City of Pensacola Voucher Program! Mary Nathan has been my coordinator for the last few years and has been extremely efficient and professional in every occasion I have had to deal with her. Kudos on the smoothness of your operation!
- 2/11/2019 7:37 PM [View respondent's answers](#) [Add tags](#) ▼
- 
- Not a the moment.
- 2/11/2019 12:37 PM [View respondent's answers](#) [Add tags](#) ▼
- 
- Yes inspection should be scheduled in shorter time frame. Because we have to lose a whole day of work.
- 2/11/2019 11:20 AM [View respondent's answers](#) [Add tags](#) ▼
- 
- I appreciate the rental assistance afforded to me by this voucher program.
- 2/10/2019 12:05 PM [View respondent's answers](#) [Add tags](#) ▼
- 
- Hope that can find a way to cover more areas
- 2/10/2019 7:56 AM [View respondent's answers](#) [Add tags](#) ▼
- 
- I'm just thankful for the opportunity I've had to obtain my voucher. without it I would be struggling to pay rent or trying to stay in room somewhere.
- 2/9/2019 11:51 AM [View respondent's answers](#) [Add tags](#) ▼
- 
- No
- 2/8/2019 9:55 AM [View respondent's answers](#) [Add tags](#) ▼
- 
- I'm grateful every day for this resource, and the wonderful people at the City of Pensacola that I have worked with in the HUD-VASH program (Marsha Bazinet and Dawn Corrigan). Keep up the great work!
- 2/8/2019 9:42 AM [View respondent's answers](#) [Add tags](#) ▼
- 
- Thank you and I am grateful
- 2/8/2019 7:56 AM [View respondent's answers](#) [Add tags](#) ▼
-

## 2019 Pensacola Housing Resident Advisory Board Survey Results

I would love for this program to consider allowing those of us on the program a way to use our vouchers to buy our homes.  
2/7/2019 7:05 PM [View respondent's answers](#) [Add tags](#) ▼

---

No  
2/7/2019 1:54 PM [View respondent's answers](#) [Add tags](#) ▼

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I would like to see more apartment complexes that take vouchers  
2/7/2019 1:29 PM [View respondent's answers](#) [Add tags](#) ▼

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If a unit doesn't pass inspection and tenant have to move to some place else and there are no available places to move to that fit your particular housing status, there should be some type of assistance available, especially if tenant have a type of health disability  
2/7/2019 9:48 AM [View respondent's answers](#) [Add tags](#) ▼

---

When there is an issue such as lights faucets etc not being fixed for us by the landlord we are over a barrel because if we report it to HUD we run the risk of being kicked out of our home by the landlord. Right now we have no light in the living room (dark for 3 months) and a mailbox that leaks (over a month) huge cracks and holes in linoleum in Kitchen floor, no knobs on Kitchen cabinets. We have asked for repairs it is promised by not provider but we can't do anything about it  
2/7/2019 5:19 AM [View respondent's answers](#) [Add tags](#) ▼

---

Inspectors pay more attention to detail when inspecting units other than just seeing if everything works also check wiring of stoves if able to and check for leaking roofs and windows  
2/6/2019 8:18 PM [View respondent's answers](#) [Add tags](#) ▼

---

I want you to know how grateful I am for the HUD-VASH program and the professionalism I have observed in the staff, both city and VA, that have worked on my behalf. I would like to see a greater effort made to secure more participating landlords. I think many people (prospective landlords) have a misconception of the value HUD Programs and it's participants can add to their investment goals. These are great programs with many great/thankful participants. THANK YOU!  
2/6/2019 7:17 PM [View respondent's answers](#) [Add tags](#) ▼

---

It has really been a blessing. I work however I can't afford full rent in a decent neighborhood.  
2/6/2019 6:54 PM [View respondent's answers](#) [Add tags](#) ▼

---

Need to have more homes that are in decent areas of Pensacola. Most of the homes are in neighborhoods that carries a lot of danger which is putting a lot of kids in danger.  
2/6/2019 6:48 PM [View respondent's answers](#) [Add tags](#) ▼

---

No  
2/6/2019 5:52 PM [View respondent's answers](#) [Add tags](#) ▼

---

I want to know if the program seeks out property and dwellings that may be owned by participatens so that the participatens do not have to use the program any more?.  
2/6/2019 4:29 PM [View respondent's answers](#) [Add tags](#) ▼

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## 2019 Pensacola Housing Resident Advisory Board Survey Results

<input type="checkbox"/>	No nothing at this time thank you	2/6/2019 1:35 PM	<a href="#">View respondent's answers</a>	<a href="#">Add tags</a> ▼
<input type="checkbox"/>	programs of success for first time homebuyer	2/5/2019 6:42 PM	<a href="#">View respondent's answers</a>	<a href="#">Add tags</a> ▼
<input type="checkbox"/>	What would be great is if inspections could be scheduled within a specific time window of a 2 hour or 4 hour time or even morning or afternoon for planning purposes so you don't have to just wait around all day without any way of knowing what time they are coming At present can be anytime morning to late afternoon and you just have to wait all day	2/5/2019 3:49 PM	<a href="#">View respondent's answers</a>	<a href="#">Add tags</a> ▼
<input type="checkbox"/>	I REALLY APPRECIATE YOUR HELP WITH THE HOUSES PROGRAM FOR RENT	2/5/2019 2:41 PM	<a href="#">View respondent's answers</a>	<a href="#">Add tags</a> ▼
<input type="checkbox"/>	I went and applied for habatit and was denied because not enough income	2/5/2019 1:59 PM	<a href="#">View respondent's answers</a>	<a href="#">Add tags</a> ▼
<input type="checkbox"/>	how long will it be available?	2/5/2019 1:48 PM	<a href="#">View respondent's answers</a>	<a href="#">Add tags</a> ▼
<input type="checkbox"/>	I appreciate everything they do for us. People on fixed incomes can only do so much.	2/5/2019 8:40 AM	<a href="#">View respondent's answers</a>	<a href="#">Add tags</a> ▼
<input type="checkbox"/>	No	2/4/2019 6:57 PM	<a href="#">View respondent's answers</a>	<a href="#">Add tags</a> ▼
<input type="checkbox"/>	no	2/4/2019 3:52 PM	<a href="#">View respondent's answers</a>	<a href="#">Add tags</a> ▼
<input type="checkbox"/>	I just praying that the government shutdown doesn't affect the people that's on the program. Because it would be heart breaking for a lot of people that need the assistance.	2/4/2019 12:21 PM	<a href="#">View respondent's answers</a>	<a href="#">Add tags</a> ▼
<input type="checkbox"/>	My concerns are when you are living in a hud house or apt. and landlord responsibilities is to keep the hallway and exterior of the property up as well as the grounds. Who do you talk to concerning this matter? Sometimes the living condition is horrible. I would like to see this issue address. You living in housing and you want to live with so kind of standards.	2/2/2019 8:52 PM	<a href="#">View respondent's answers</a>	<a href="#">Add tags</a> ▼



## 2019 Pensacola Housing Resident Advisory Board Survey Results

More responsibility with the landlords, not for them to look at us as if it's free money to them. But to also take care of us as tenants instead of collateral. Help us keep the property up instead of relying on us to take care of all the issues that were there before you move in. I been in the program for 6 years expand the area for those tenants that have been in good standards with the program. Overall a great program for those really trying to just survive.

2/2/2019 4:50 PM

[View respondent's answers](#)

[Add tags](#) ▼

---

No

2/2/2019 1:13 PM

[View respondent's answers](#)

[Add tags](#) ▼

---

no

2/1/2019 2:58 PM

[View respondent's answers](#)

[Add tags](#) ▼

---

No..

2/1/2019 1:33 PM

[View respondent's answers](#)

[Add tags](#) ▼

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**Certification by State or Local  
 Official of PHA Plans Consistency  
 with the Consolidated Plan or  
 State Consolidated Plan  
 (All PHAs)**

**U. S Department of Housing and Urban Development**  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
**Expires 2/29/2016**

**Certification by State or Local Official of PHA Plans  
 Consistency with the Consolidated Plan or State Consolidated Plan**

I, \_\_\_\_\_, the \_\_\_\_\_  
*Official's Name* *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

\_\_\_\_\_  
*PHA Name*

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of  
 Impediments (AI) to Fair Housing Choice of the

\_\_\_\_\_  
*Local Jurisdiction Name*

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State  
 Consolidated Plan and the AI.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date

DEPT OF HOUSING/LEGAL ADS  
420 W CHASE ST

PENSACOLA, FL 32502

Published Daily-Pensacola, Escambia County, FL

**PROOF OF PUBLICATION**

State of Florida  
County of Escambia:

Before the undersigned authority personally appeared , who on oath says that he or she is a Legal Advertising Representative of the **Pensacola News Journal** , a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

LEGAL NOTICE The Residen

as published in said newspaper in the issue(s) of:

03/09/19, 03/15/19

Affiant further says that the said **Pensacola News Journal** is a newspaper in said Escambia County, Florida and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 15th of March 2019, by who is personally known to me

*M. Cain*

Affiant

*Kathleen A. Gibson*

Notary

Publication Cost: \$168.26

**LEGAL NOTICE**

The Resident Advisory Board has submitted survey comments to the City of Pensacola's Public Housing Agency (PHA) to be considered in preparation of the 2020 Annual Plan and the PHA 2020-2024 5-Year Plan. The Plans outline the goals and objectives for serving the needs of the City of Pensacola and Escambia County's rental assistance program participants and is submitted to the U.S. Department of Housing and Urban Development on an annual and 5-Year basis.

A copy of the PHA 2020 Annual Plan and the PHA 2020-2024 5-Year Plan is available for public review at the Pensacola Housing Office, 420 W Chase Street; online at <http://www.cityofpensacola.com/Housing/Plans>; or may be provided electronically upon request. Comments are encouraged and may be submitted by May 1, 2019 to the City of Pensacola Housing Division, P.O. Box 12910, Pensacola, FL 32521, hand delivered to the Housing Division, faxed to Karen K. Thompson at 850-595-0113 or emailed to [kthompson@cityofpensacola.com](mailto:kthompson@cityofpensacola.com).

A Public Hearing is scheduled for Wednesday, May 1, 2019 at 3:00 p.m. in the City Housing Division training room, 420 W. Chase Street, Pensacola, Florida. All interested persons may appear and provide comment on the PHA 2020 Annual Plan and the PHA 2020-2014 5-Year Plan.

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable modifications for access to City services, programs, and activities. Please call 858-0350 (or T.D.D. 850-595-0102) for further information. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

Grover C. Robinson, IV  
Mayor  
Legal No.3426831, March 15, 2019







Memorandum

---

**File #:** 19-00261

City Council

6/13/2019

---

**LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

**PUBLIC HEARING:** REQUEST TO VACATE RIGHT-OF-WAY - 400 BLOCK OF 11TH AVENUE

**RECOMMENDATION:**

That City Council conduct a public hearing on June 13, 2019 to consider the request to vacate a portion of the 400 Block of 11<sup>th</sup> Avenue.

**HEARING REQUIRED:** Public

**SUMMARY:**

The City has received a request from Anthony L. Terhaar Enterprises, LLC, to vacate a portion of the 400 Block of 11<sup>th</sup> Avenue between LaRua and Belmont Streets. The applicant has indicated the reason for the request is to attain the highest and best use of the property and to preserve and increase the property values in this area of East Hill. If granted, the additional ten (10) feet will allow the applicant to construct two single family attached structures instead of one single family detached structure. This request is consistent with a previous vacation of 11<sup>th</sup> Avenue to the North and will make the easterly property lines consistent within the southern-most two blocks of 11<sup>th</sup> Avenue.

This request has been routed through the various City departments and utility providers and those comments are attached for your review. Staff has been made aware that utilities are present within this right-of-way area and a full width easement has been included in the proposed ordinance.

On May 14, 2019, the City's Planning Board unanimously recommended approval of this request.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

5/30/2019

**STAFF CONTACT:**

Christopher L. Holley, City Administrator  
Sherry H. Morris, AICP, Planning Services Administrator

**ATTACHMENTS:**

- 1) Vacation of Right-of-Way Application and Support Documentation, 11<sup>th</sup> Avenue
- 2) Rendering & Plans, 11<sup>th</sup> Avenue Right-of-Way Vacation Request
- 3) Technical Comments, 11<sup>th</sup> Avenue Right-of-Way Vacation Request
- 4) May 14, 2019 Planning Board Minutes
- 5) Proposed Ordinance

**PRESENTATION:** Yes



## VACATION OF ALLEY OR STREET RIGHT OF WAY

Fee: \$2,000.00

Rehearing/Rescheduling Planning Board: \$250.00

Rehearing/Rescheduling City Council: \$500.00

### Applicant Information:

Name: ANTHONY L. TERHAAR ENTERPRISES, INC.

Address: 1401 E. BELMONT STREET, PENSACOLA, FL 32501

Phone: 850-393-7007      OFFICE Fax: 850-433-7007      Email: terhaar@terhaarcronley.com

### Property Information:

Owner Name: SAME AS ABOVE

Location/Address: WEST SIDE OF 11TH AVENUE BETWEEN LARUA AND BELMONT STREETS

Legal Description: Please attach a full legal description (from deed or survey)

PLEASE SEE ATTACHED.

Purpose of vacation of city right of way/comments:

SEE ATTACHED.

I, the undersigned applicant, understand that submittal of this application does not entitle me to approval of this vacation request and that no refund of these fees will be made. I have reviewed a copy of the applicable regulations and understand that I must be present on the date of the Planning Board and City Council meeting.

Signature of Applicant

Date

(Owner of Property or Official Representative of Owner)

*Anthony Terhaar*

4.23.19

### FOR OFFICE USE ONLY

District: #6

Date Received: 4/24/2019

Case Number: N/A

Date Postcards mailed: \_\_\_\_\_

Planning Board Date: 5/14/19

Recommendation: N/A

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

Council Action: \_\_\_\_\_

**Purpose of vacation of city right of way.**

Anthony L. Terhaar Enterprises is requesting the approval of the vacation of a 10-foot portion of the 1000 Block of 11<sup>th</sup> Avenue between LaRua and Belmont Streets correctly zoned R-1AA. The request is to attain the highest and best use of the property and to preserve and increase the property values in this area of East Hill. If granted, the additional 10 feet would allow the applicant to construct 2 single family attached structures instead of 1 single family detached structure. Approval of this request would be consistent with the 10-foot vacation of 11<sup>th</sup> Avenue recently approved between Jackson and LaRua Streets making the easterly property lines consistent along 11<sup>th</sup> Avenue to its termination at Belmont Street. Approval would not affect traffic flow on 11<sup>th</sup> Avenue as it already terminates at Belmont Street and Belmont Street terminates at 12<sup>th</sup> Avenue resulting in virtually no thru traffic. Applicant could find no future plans to widen 11<sup>th</sup> Avenue or Belmont at this location. The right-of-way on this segment of 11<sup>th</sup> Avenue is 70' wide with the 24 foot road width centered in the right-of-way. Approval would provide space for 2 car on-site parking in the rear of each attached home. Homes would face Belmont Street with the prospect of a bay view over the Bergan Building due South of the property.

Please find attached:

Escambia County Property Appraiser Parcel Sheet

Warranty Deed

Current Legal Descriptions & New Legal Descriptions

Annotated Survey

Regulations for Medium Density Residential Zoning Districts

Proposed Ordinance

Approval of ABUTTING Property Owners

An Architectural Package consisting of an Aerial Vicinity View, a Proposed Layout Plan, a Proposed Floor Plan and Proposed Building Elevations.



# Chris Jones - Escambia County Property Appraiser

**Reference:** 000S009025110063

**Account:** 140379000

**Section Map:** [CA047](#)

**Situs:** 1090 E BELMONT ST

**Complex:** NEW CITY TRACT

**Owner:** TERHAAR ANTHONY L ENTERPRISES INC

**Mailing Address:**  
1401 E BELMONT ST  
PENSACOLA, FL 32501

**Last Sale:** 7/2005, \$55,000

**Property Use:** VACANT RESIDENTIAL

**Approx. Acreage:** 0.1894 ac

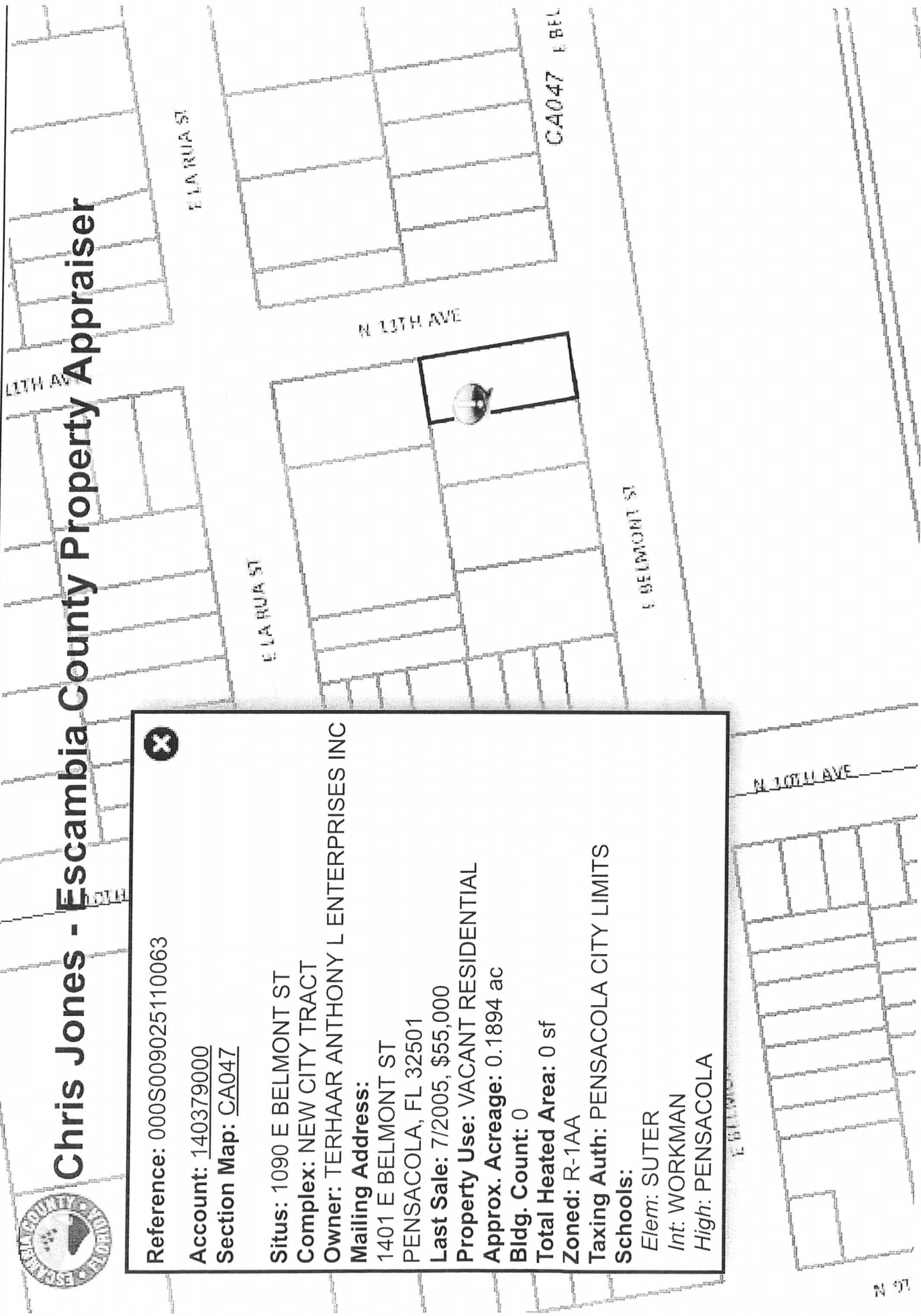
**Bldg. Count:** 0

**Total Heated Area:** 0 sf

**Zoned:** R-1AA

**Taxing Auth:** PENSACOLA CITY LIMITS

**Schools:**  
Elem: SUTER  
Int: WORKMAN  
High: PENSACOLA



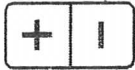
<b>General Information</b> Reference: 000S009025110063 Account: 140379000 Owners: TERHAAR ANTHONY L ENTERPRISES INC Mail: 1401 E BELMONT ST PENSACOLA, FL 32501 Situs: 1090 E BELMONT ST 32501 Use Code: VACANT RESIDENTIAL Taxing Authority: PENSACOLA CITY LIMITS Tax Inquiry: <a href="#">Open Tax Inquiry Window</a> Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector		<b>Assessments</b> <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2018</td> <td>\$93,388</td> <td>\$0</td> <td>\$93,388</td> <td>\$54,978</td> </tr> <tr> <td>2017</td> <td>\$73,508</td> <td>\$0</td> <td>\$73,508</td> <td>\$49,980</td> </tr> <tr> <td>2016</td> <td>\$57,750</td> <td>\$0</td> <td>\$57,750</td> <td>\$45,437</td> </tr> </tbody> </table> <p style="text-align: center;"><a href="#">Disclaimer</a></p> <p style="text-align: center;"><b><u>Tax Estimator</u></b></p> <p style="text-align: center;">&gt; <b><u>File for New Homestead Exemption Online</u></b></p>			Year	Land	Imprv	Total	Cap Val	2018	\$93,388	\$0	\$93,388	\$54,978	2017	\$73,508	\$0	\$73,508	\$49,980	2016	\$57,750	\$0	\$57,750	\$45,437
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<b>Sales Data</b> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>07/2005</td> <td>5688</td> <td>376</td> <td>\$55,000</td> <td>WD <a href="#">View Instr</a></td> </tr> <tr> <td>06/2005</td> <td>5656</td> <td>699</td> <td>\$30,000</td> <td>WD <a href="#">View Instr</a></td> </tr> <tr> <td>10/1983</td> <td>1830</td> <td>223</td> <td>\$4,200</td> <td>WD <a href="#">View Instr</a></td> </tr> <tr> <td>03/1981</td> <td>1543</td> <td>928</td> <td>\$4,000</td> <td>QC <a href="#">View Instr</a></td> </tr> </tbody> </table> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller		Sale Date	Book Page	Value	Type	Official Records (New Window)	07/2005	5688	376	\$55,000	WD <a href="#">View Instr</a>	06/2005	5656	699	\$30,000	WD <a href="#">View Instr</a>	10/1983	1830	223	\$4,200	WD <a href="#">View Instr</a>	03/1981	1543	928	\$4,000	QC <a href="#">View Instr</a>	<b>2018 Certified Roll Exemptions</b> None		
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03/1981	1543	928	\$4,000	QC <a href="#">View Instr</a>																									
<b>Legal Description</b> LT 11 AND E 1/2 OF LT 12 BLK 63 NEW CITY TRACT OR 5688 P 376 CA 47		<b>Extra Features</b> None																											

**Acres:**  
0.1894

**Zoned:**  
R-1AA

**Evacuation  
& Flood  
Information**  
[Open Report](#)



N 11TH AVE

137.5

50

137.5

60

137.5

137.5

[View Florida Department of Environmental Protection \(DEP\) Data](#)

Ernie Lee Magaha  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2005398417 07/26/2005 at 09:28 AM  
OFF REC BK: 5688 PG: 376 - 379 Doc Type: WD  
RECORDING: \$35.50  
Deed Stamps \$385.00

This Instrument Prepared By:  
WILLIAM H. MITCHEM  
Beggs and Lane  
Post Office Box 12950  
501 Commendencia St.  
Pensacola, Florida 32502  
(850) 432-2451  
Florida Bar No.: 187836

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that GERALD S. CHERNEKOFF, a Married Man (herein "Grantor"), whose address is 4761-6 Bayou Boulevard, Pensacola, Florida 32503, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, the receipt, adequacy and sufficiency of which is hereby acknowledged, does hereby bargain, sell, remise, confirm, convey and grant unto ANTHONY L. TERHAAR ENTERPRISES, INC., a Florida corporation, (herein "Grantee"), whose address is 957 1401 E. Belmont Street, Pensacola, Florida 32501, its successors and assigns, forever, the following described real property located in Escambia County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO AND  
INCORPORATED HEREIN BY THIS REFERENCE

Subject to those items more particularly set forth on Exhibit "B" attached hereto and incorporated herein by this reference (the "Permitted Exceptions").

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead, in fee simple forever. And Grantor covenants that Grantor is well seized of an indefeasible estate in fee simple in said property and has a good right to convey the same; that it is free of lien or encumbrances, and that Grantor, Grantor's heirs, executors, administrators, successors and assigns, will forever warrant and defend title to the above-described property against the lawful claims of all persons whomsoever, subject to the exceptions set forth herein.

Subject property is not the homestead of Grantor, nor does it adjoin Grantor's homestead. No member of Grantor's family resides thereon.

IN WITNESS WHEREOF, we have hereunto set our hands this 22nd day of July, 2005.

Signed, sealed and delivered  
in the presence of:

Name: Anthony L. Terhaar

Name: Harold M. Bird

Gerald S. Chermekoff  
Gerald S. Chermekoff

Seller's Address: 4761-6 Bayou Boulevard, Pensacola, Florida 32503

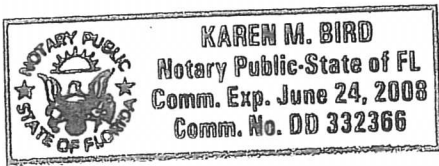


STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22nd day of July, 2005, by  
Gerald S. Chernekov, who did not take an oath and who:

is/are personally known to me.  
 produced current Florida driver's license as identification.  
 produced \_\_\_\_\_ as identification.

(Notary Seal Must Be Affixed)



Karen M. Bird  
Notary Public

\_\_\_\_\_  
Name of Notary Printed  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

EXHIBIT "A"  
LEGAL DESCRIPTION

Lot 11 and the East ½ of Lot 12, Block 63, New City Tract, City of Pensacola, Escambia County, Florida, according to map of said City copyrighted by Thomas C. Watson in the year 1906.

EXHIBIT "B"  
PERMITTED EXCEPTIONS

1. Ad valorem taxes for the Year 2005 and subsequent years, which are not yet due and payable.



# Chris Jones - Escambia County Property Appraiser



**Reference:** 000S009025090063  
**Account:** 140378000  
**Section Map:** CA047  
**Situs:** 1027 E LA RUA ST  
**Complex:** NEW CITY TRACT  
**Owner:** PHELPS J FRASIER  
**Mailing Address:**  
 PO BOX 687  
 PENSACOLA, FL 32591  
**Last Sale:** 9/2005, \$81,000  
**Property Use:** VACANT RESIDENTIAL  
**Approx. Acreage:** 0.2525 ac  
**Bldg. Count:** 0  
**Total Heated Area:** 0 sf  
**Zoned:** R-1AA  
**Taxing Auth:** PENSACOLA CITY LIMITS  
**Schools:**  
 Elem: SUTER  
 Int: WORKMAN  
 High: PENSACOLA

THIS INSTRUMENT PREPARED BY:  
Denis A. Braslow  
Attorney at Law  
917 N. 12th Avenue  
Pensacola, Fl. 32501

Parcel ID Number: 00-0S-00-9025-090-063

# Warranty Deed

This Indenture, Made this 12th day of September, 2005 A.D., Between  
Wardell Golay, a single man

of the County of Escambia, State of Florida, grantor, and  
J. Frasier Phelps, a single man

whose address is: 9 Port Royal Way, Pensacola, FL 32502

of the County of Escambia, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of  
-----TEN DOLLARS (\$10)----- DOLLARS,  
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has  
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,  
lying and being in the County of Escambia, State of Florida to wit:

Lots 9 and 10, in Block 63, New City Tract, according to the Map of  
the City of Pensacola, Escambia County, Florida, by Thomas C. Watson,  
copyrighted in 1906.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.  
In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Sara Braslow  
SARA BRASLOW  
Witness

Colleen Vert  
Colleen Vert  
Witness

Wardell Golay by Donald T. Goley  
his Attorney-in-Fact (Seal)  
Wardell Golay, by Donald T. Goley,  
his Attorney-in-Fact  
P.O. Address:

STATE OF Florida  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 12th day of September, 2005 by  
Wardell Golay, a single man, by Donald T. Goley, his Attorney-in-Fact

he is personally known to me or he has produced his Florida driver's license as identification.

Sara K. Braslow  
Notary Public - State of Florida  
My Commission Expires March 28, 2008  
Comm. No. DD 304286

Sara K. Braslow  
Printed Name:  
Notary Public  
My Commission Expires:

**RESIDENTIAL SALES  
ABUTTING ROADWAY MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County Employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: E. La Rua Street

Legal Address of Property: 1027 E. La Rua Street, Pensacola, FL 32501

The County (X) has accepted ( ) has not accepted the abutting roadway for maintenance.

This form completed by: Denis A. Braslow, Attorney at Law  
917 N. 12<sup>th</sup> Avenue  
Pensacola, FL 32501

WITNESSES AS TO SELLER(S):

*Wardell Foley by Donald Foley*  
\_\_\_\_\_  
*Jana Braslow*  
\_\_\_\_\_

WITNESSES AS TO BUYER(S):

*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

THIS FORM IS APPROVED BY THE  
ESCAMBIA COUNTY BOARD OF COUNTY  
COMMISSIONERS

**The current legal descriptions is as follows:**

LOT 9 AND LOT 10, BLOCK 63, NEW CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

LOT 11 AND THE EAST 20.00 FEET OF LOT 12, BLOCK 63, NEW CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

**The new legal descriptions would be as follows:**

LOT 9 AND LOT 10, AND THE WEST 10 FEET OF 11<sup>TH</sup> AVENUE ADJACENT TO AND CONTINGUOUS WITH LOT 10, BLOCK 63, NEW CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

LOT 11, THE EAST 20.00 FEET OF LOT 12 AND THE WEST 10 FEET OF 11<sup>TH</sup> AVE ADJACENT TO AND CONTINGUOUS WITH LOT 11, BLOCK 63, NEW CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

- (a) Residential design manufactured homes when proposed in the R-1AA zoning district subject to regulations in 62.
- (b) Bed and breakfast subject to regulations in section 12-2-55.
- (c) Childcare facilities subject to regulations in section 12-2-58.
- (d) Accessory office units subject to regulations in section 12-2-51.
- (D) *Development permitted.*
- (a) Conventional subdivision subject to regulations in section 12-2-76.
- (b) Special planned development subject to regulations in section 12-2-77.
- (E) *Regulations for development within the medium density residential land use district.* Table 12-2.2 and 12-2.3 describes requirements for the one-and two-family residential zoning districts.

**TABLE 12-2.2**  
**REGULATIONS FOR THE MEDIUM DENSITY RESIDENTIAL ZONING DISTRICTS**

Standards	R-1AA			R-1A		
	Single Family Detached	Two-Family Attached (Duplex)	**Single Family Attached (Townhouses)	Single Family Detached	Two-Family Attached (Duplex)	**Single Family Attached (Townhouses)
Maximum Residential Gross Density	8.7 units per acre	11.6 units per acre	11.6 units per acre	12.4 units per acre	17.4 units per acre	17.4 units per acre
Minimum Lot Area	5,000 s.f.	7,500 s.f.	3,750 s.f.	3,500 s.f.	5,000 s.f.	2,500 s.f.
Lot Width at Minimum Building Setback Line	40 feet	60 feet	30 feet	30 feet	50 feet	25 feet
Minimum Lot Width at Street R-O-W Line	40 feet	50 feet	25 feet	30 feet	50 feet	25 feet
Minimum Yard Requirements *Front Yard Side Yard Rear Yard	(Minimum Building Setbacks) 30 feet 6 feet 30 feet			(Minimum Building Setbacks) 20 feet 5 feet 25 feet		
Off-Street Parking	1 space/unit		2 sp./unit	1 space/unit		2 sp./unit



Maximum Building Height	35 feet (Except as provided in <u>Sec. 12-2-39</u> )	35 feet (Except as provided in <u>Sec. 12-2-39</u> )
<p>* The front yard depths in the R-1AA and R-1A districts shall not be less than the average depths of all front and street side yards located on either side of the block face, up to the minimum yard requirement; in case there are no other dwellings in the block, the front yard depths shall be no less than the footages noted.</p>		
<p>** Each single-family attached dwelling unit must 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.</p>		
<p>*** All future residential development on parcels changed to a Medium Density Residential (MDR) zoning district via the passage of Ord. No. 23-16, effective on August 18, 2016, shall be considered legal non-conforming and may utilize the R-1A zoning district standards applicable to lot width, lot area and setbacks.</p>		

TABLE 12-2.3

Standards	R-1B		
	Single Family Detached	Two-Family Attached (Duplex)	**Single Family Attached (Townhouses)
Maximum Residential Gross Density	8.7 units per acre	11.6 units per acre	17.4 units per acre
Minimum Yard Requirements *Front Yard Side Yard Rear Yard	(Minimum Building Setbacks)		
	10 feet		
	5 feet		
	10 feet		
Off-Street Parking	1 space/unit		
Maximum Building Height	45 feet (Except as provided in <u>Sec. 12-2-39</u> )		

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

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

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND VACATING  
A PORTION OF THE NORTH 11<sup>TH</sup> AVENUE RIGHT OF WAY;  
IN PENSACOLA, ESCAMBIA COUNTY, STATE OF  
FLORIDA; REPEALING CLAUSE; AND PROVIDING AN  
EFFECTIVE DATE.

WHEREAS, a public hearing was held on March 8, 2018, as  
to the vacation of a portion of the Avery Street right of way;  
Pensacola, Escambia County, Florida; and

WHEREAS, the vacation of said right-of-way, hereinafter  
described, will contribute to the general welfare of the City of  
Pensacola in that said right-of-way is no longer needed as a public  
thoroughfare; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the following described right of way in  
Pensacola, Escambia County, Florida is hereby closed,  
discontinued, vacated and forever abandoned by the City of  
Pensacola as a public thoroughfare:

The West 10.00 feet of North 11<sup>th</sup> Avenue adjacent to and  
contiguous with Lot 10 and Lot 11, Block 63, New City  
Tract, City of Pensacola, Escambia County, State of  
Florida, According to the map of said City copyrighted  
by Thomas C. Watson in 1906.

SECTION 2. That the owners of the abutting property be,  
and they are hereby authorized to acquire possession of the right-  
of-way more particularly described in Section 1 of this ordinance,  
and the City of Pensacola does hereby abandon all claim of right,  
if any it has, in said property, and it shall remain and be the  
property of the abutting property owners.

SECTION 3. That, notwithstanding the foregoing sections,  
the City of Pensacola reserves for itself, Gulf Power

Company, Bell South, Cox Cable, and the Emerald Coast Utilities Authority, their successors and assigns, a full width easement in the entire portion the right of way vacated hereby for the purpose of locating and maintaining public utilities and improvements.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

Passed: \_\_\_\_\_

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

Attest:

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



**Tony Terhaar**

---

**From:** J F Phelps <jfp001@bellsouth.net>  
**Sent:** Monday, April 22, 2019 11:20 AM  
**To:** Tony Terhaar  
**Subject:** 1027 E LaRua St

Hi,  
I am the owner of 1027 E La Rua St in Pensacola.  
Parcel #000S009025090063

I would like to join Mr Terhaar in the vacating 10 feet of 11th St Easement along my property.  
Please include me in this process.  
Please call me if you need any additional information from me.  
Thanks,  
Frasier Phelps  
850-485-2665





**L.E. SHONTZ AND ASSOCIATES, INC.**  
 LAND SURVEYING AND LAND PLANNING  
 98 East Carden St. Office (850) 470-0572  
 Pensacola, Florida 32502 Fax (850) 438-0015

REQUESTED BY: **J.T. HARGROVE** DRAWING NO: **05-11254**

NOTES:  
 - THIS SURVEY WAS PREPARED FOR THE CLIENT SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT PRIOR WRITTEN CONSENT FROM THIS SURVEYOR.  
 - ALL MEASUREMENTS WERE MADE ACCORDING TO UNITED STATES STANDARD FOOT.  
 - ENCROACHMENTS AS SHOWN HEREON ARE ONLY THOSE ABOVE GROUND VISIBLE OBJECTS OBSERVED BY THE UNDERSIGNING SURVEYOR.  
 - NO UNDERGROUND STRUCTURES OR UTILITIES WERE DETERMINED BY THIS SURVEYOR.  
 - THE DIMENSIONS OF THE BUILDING AS SHOWN HEREON DO NOT INCLUDE THE EAVE OVERHANG OR THE FOOTING TO THE FOUNDATION.  
 - NO TITLE SEARCH WAS PROVIDED TO NOR PERFORMED BY LE SHONTZ AND ASSOCIATES, INC. FOR THE SUBJECT PROPERTY, AS THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS OF WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF SUBJECT PROPERTY.  
 - ALL DISTANCES, BEARINGS OR ANGLES ARE AS FIELD MEASURED, DEED OR PLATTED MEASUREMENTS ARE NOTED.  
 - THE CERTIFICATIONS AS PROVIDED ON THIS SURVEY IS A STATEMENT OF PROFESSIONAL OPINION BASED ON THE FIELD & DOCUMENTARY EVIDENCE AVAILABLE AT THE TIME OF THIS SURVEY.  
 - OWNERSHIP OF FENCES UNKNOWN TO THIS SURVEYOR.  
 - DO NOT USE HOUSE TIES TO RECONSTRUCT DEED LINES.

FIP=FOUND IRON PIPE	Δ=CENTRAL ANGLE	° = DEGREE
FIR=FOUND IRON ROD	R=RADIUS	' = MINUTE
SIR=SET IRON ROD 5/8"	L=ARC LENGTH	" = SECOND
FCM=FOUND CONCRETE MONUMENT	CD=CHORD DISTANCE	T/B=TOP OF BANK
SCM=SET CONCRETE MONUMENT	CB=CHORD BEARING	COMP=COMPLETED
D=DEED	BLK=BLOCK	CAL=CALCULATED
F=FLAT	EL=ELEVATION	BSL=BUILDING
F=FIELD	FPL=FINISH FLOOR	SETBACK LINE
CONC=CONCRETE	NTS=NOT TO SCALE	PRC=POINT OF REVERSE CURVATURE
POC=POINT OF COMMENCEMENT	AC=AIR CONDITIONING	PCC=POINT OF COMPOUND CURVATURE
POB=POINT OF BEGINNING	R/W=RIGHT OF WAY	CL=CURVATURE
PI=POINT OF INTERSECTION	CL=CENTERLINE	(TYP)=TYPICAL
PT=POINT OF TANGENCY	PCP=PERMANENT CONTROL POINT	
PC=POINT OF CURVE	PRM=PERMANENT REFERENCE MONUMENT	

FLOOD STATEMENT:  
 ZONE: "X" BASE FLOOD ELEVATION: N/A  
 PANEL NUMBER: 120082-0387-F AS DATED: 2-23-00

NOTE: THIS DETERMINATION IS BASED ON THE FLOOD INSURANCE RATE MAP. THIS DETERMINATION DOES NOT IMPLY THAT THE REFERENCED PROPERTY WILL OR WILL NOT BE FREE FROM FLOODING OR DAMAGE. A PROPERTY NOT IN A SPECIAL FLOOD HAZARD AREA MAY BE DAMAGED BY A FLOOD GREATER THAN THAT PREDICTED ON THE FIRM MAP OR FROM A DRAINAGE PROBLEM NOT SHOWN ON THE FLOOD MAP

Scale	1"=30'	Field Date	Field Book	Page
Boundary	DRAFTED BY: ENT	7.21.05	220	55
Site Plan				
Foundation				
Final				

ADDRESS: 1090 E. BELMONT STREET  
 REVISIONS

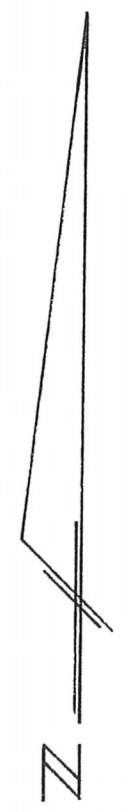
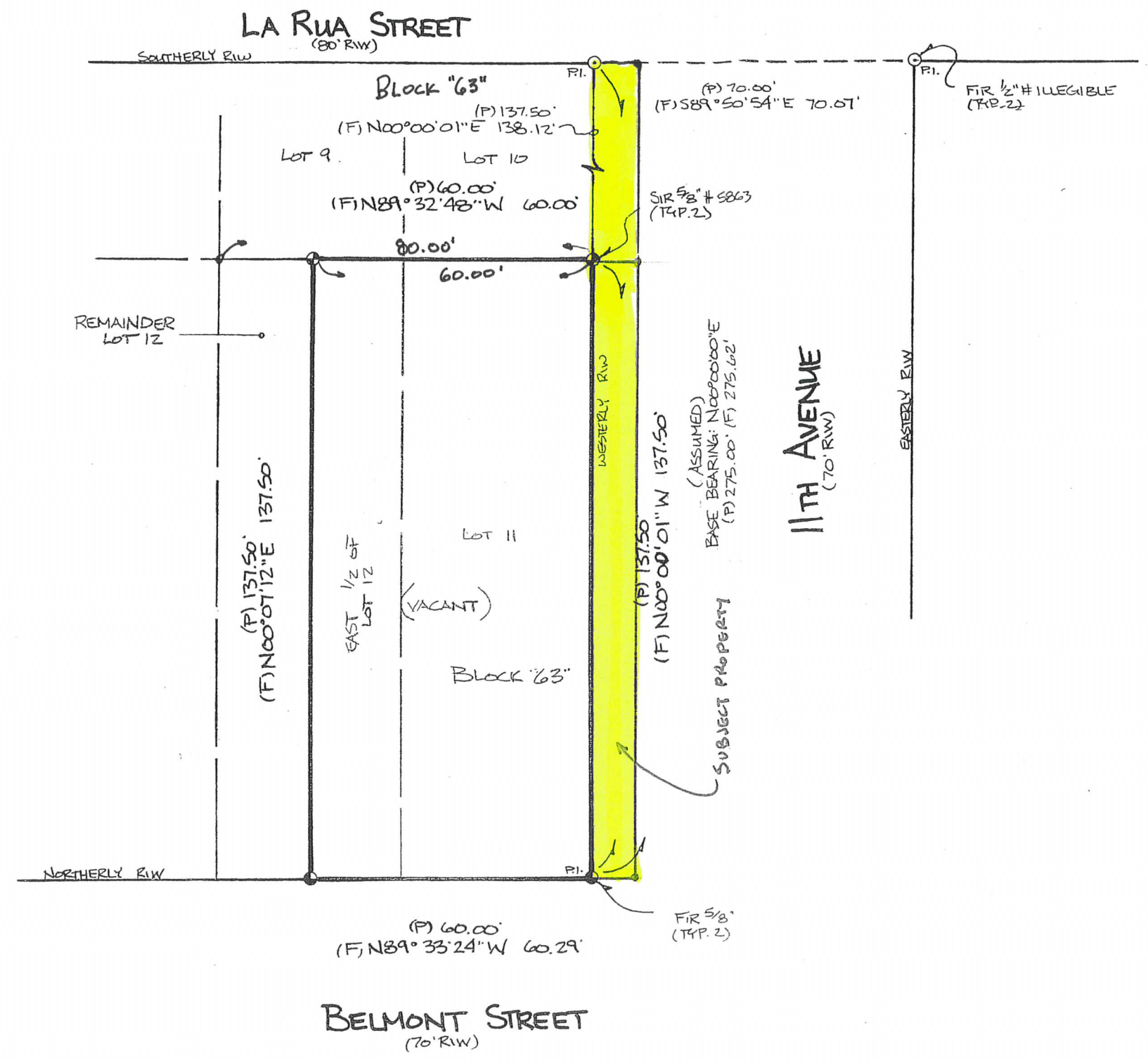
DATE	INITIAL

SECTION 22 TOWNSHIP 2-S RANGE 30-W COUNTY ESC.  
 BASIS OF BEARING: N00°00'00" E, W. R/W, 11TH AVENUE  
 (ASSUMED)

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL RAISED SEAL & SIGNATURE OF A FLORIDA LICENSED SURVEYOR

I HEREBY CERTIFY THAT THE SURVEY AS SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES

L.E. SHONTZ AND ASSOCIATES, INC.  
 98 EAST CARDEN STREET PENSACOLA, FLORIDA  
 L.E. SHONTZ, PROFESSIONAL SURVEYOR & MAPPER  
 REGISTRATION NUMBER 5863 LB NUMBER 7166  
 STATE OF FLORIDA



**CERTIFY TO:**  
 TERHAAR & CRONLEY DEVELOPMENT COMPANY, LLC.  
 BEGGS & LANE, RLLP.  
 CHICAGO TITLE INSURANCE COMPANY

**DESCRIPTION:**  
 LOT 11 AND THE EAST 1/2 OF LOT 12, BLOCK 63, NEW CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA ACCORDING TO MAP OF SAID CITY AS COPYRIGHTED BY THOMAS C. WATSON IN 1906.





Chris Jones, Escambia County Property Appraiser

SEE VICINITY PLAN



CA007

CA048

CA068

CA047

CA069

N 1st Ave

E Jackson St

E La Rua St

E Belmont St

E Wright St

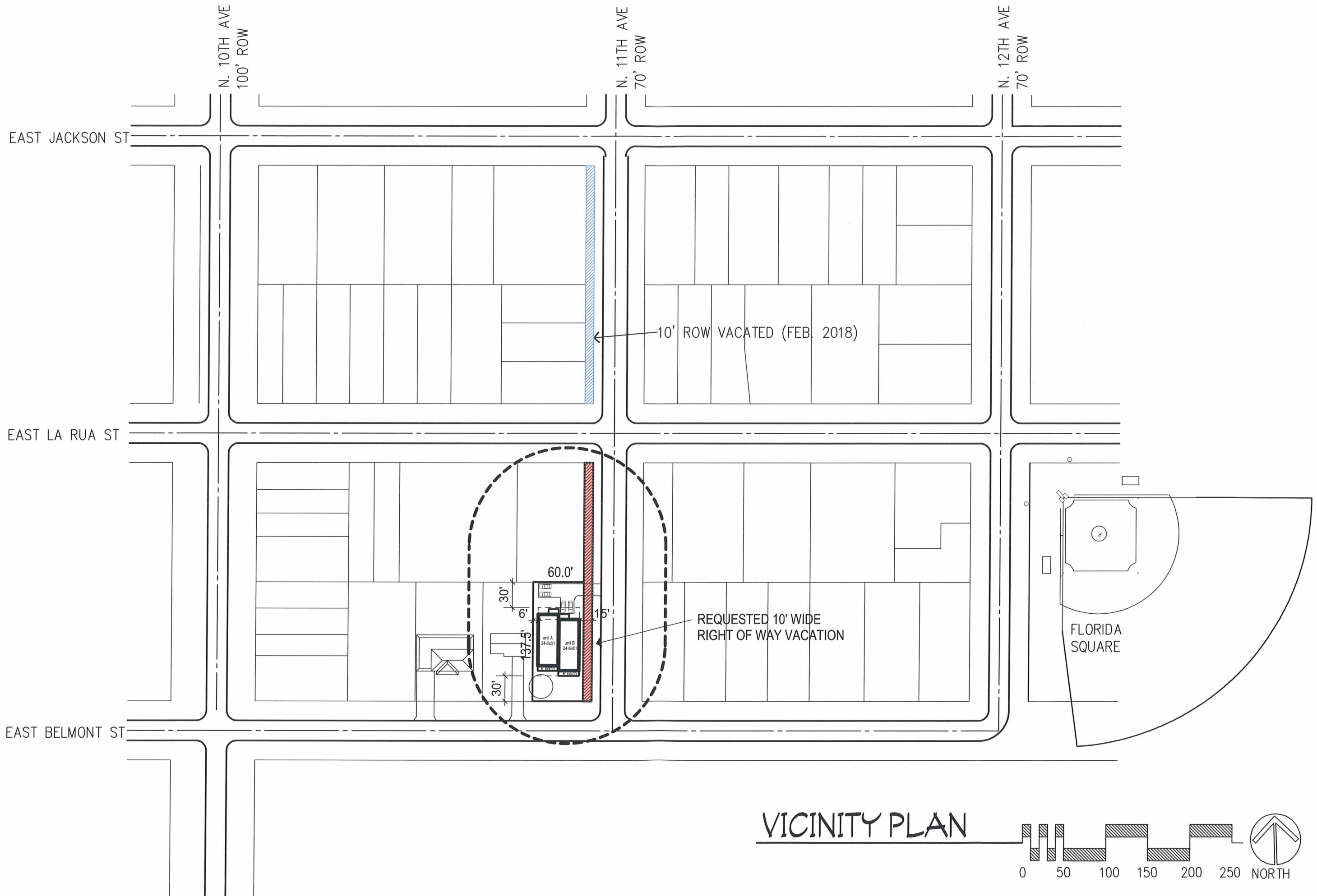
N 2nd Ave

N 3rd Ave

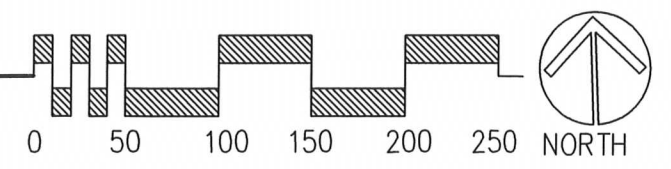
N 4th Ave

E La Rua St



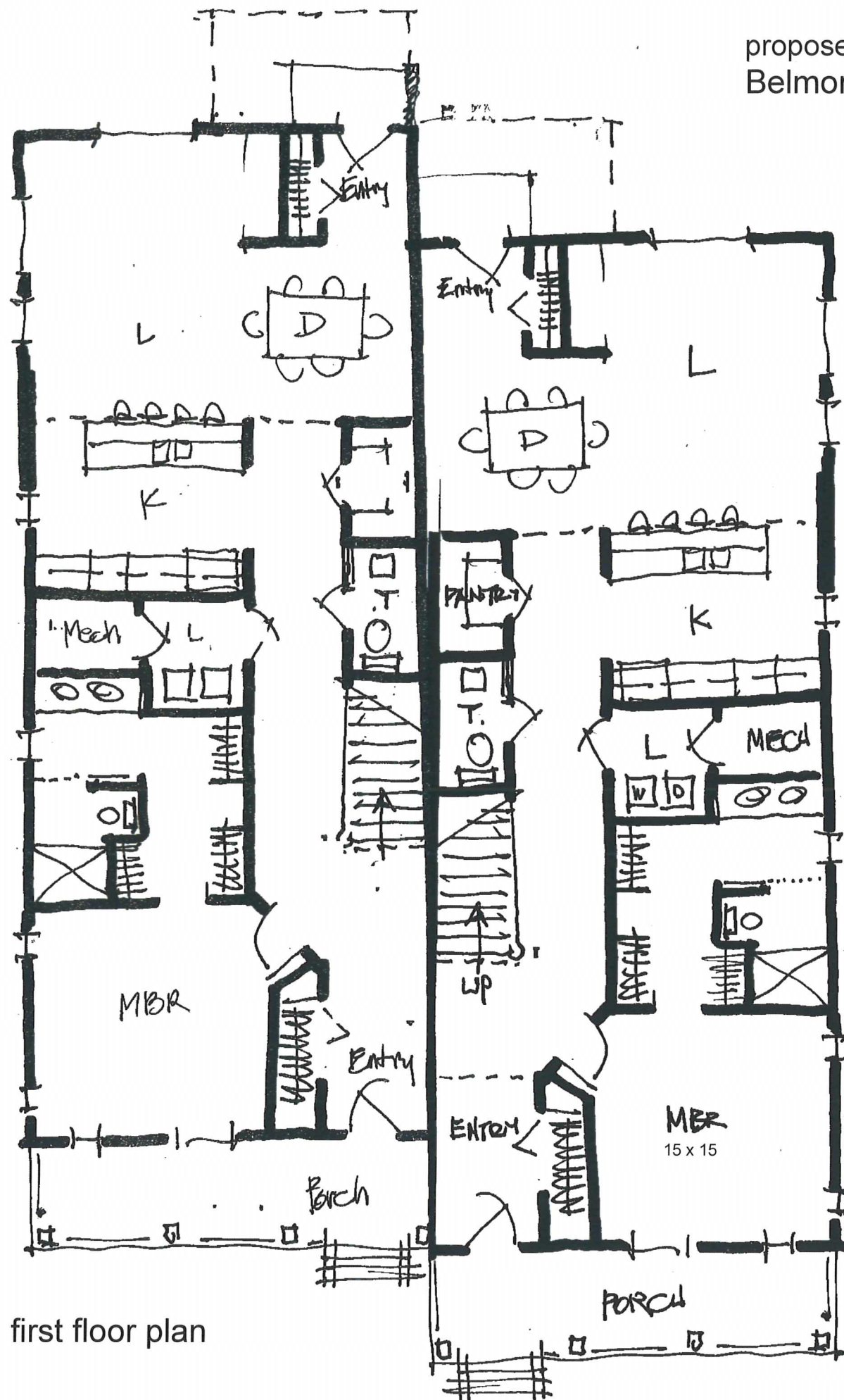


# VICINITY PLAN

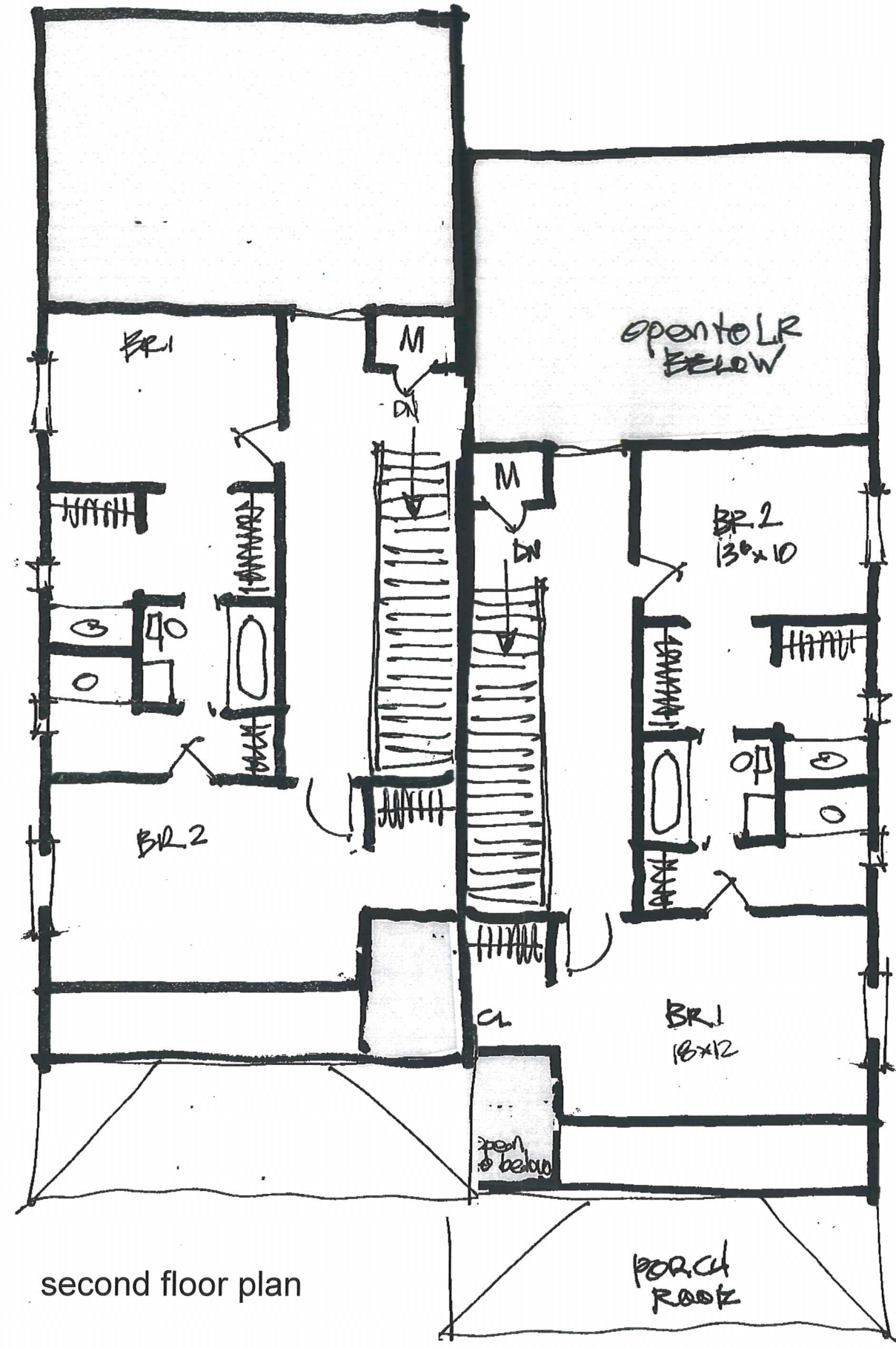




proposed Townhomes  
Belmont and 11th Ave

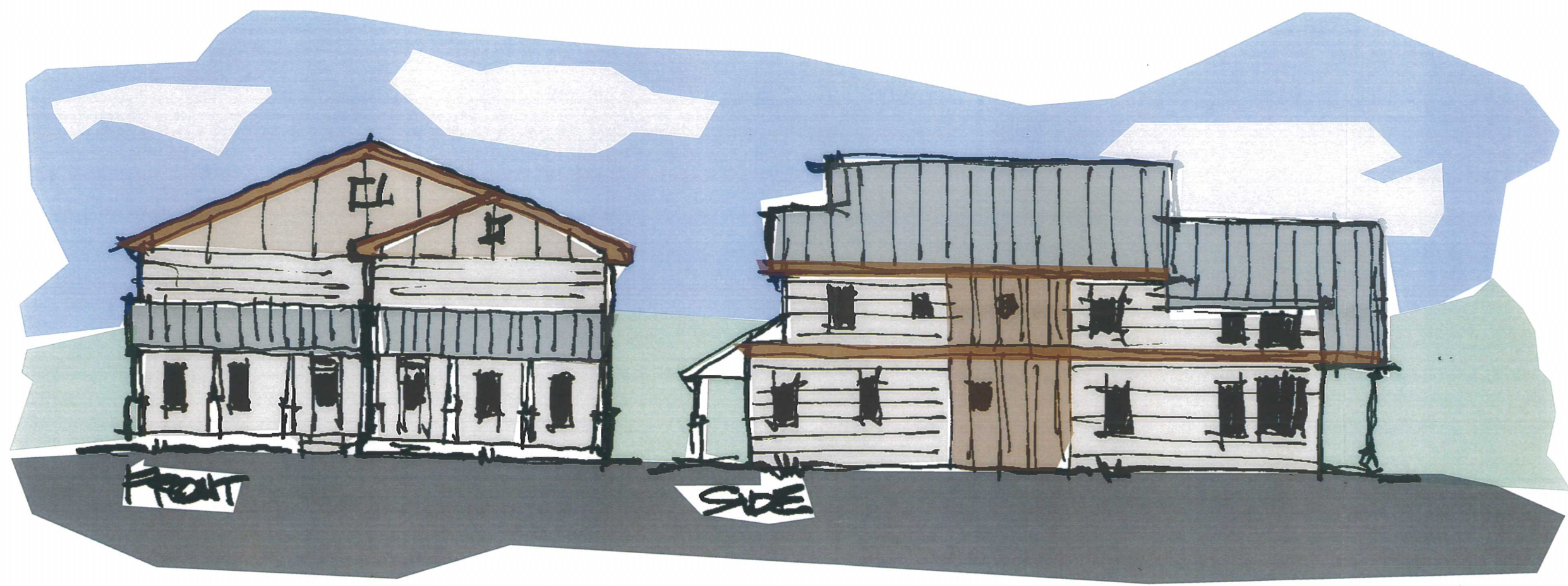


first floor plan



second floor plan





## Brandi Deese

---

**From:** Simmons, Kellie <Kellie.Simmons@nexteraenergy.com>  
**Sent:** Friday, May 3, 2019 4:28 PM  
**To:** Brandi Deese  
**Subject:** RE: Vacation

Yes, that would be fine. As long as we are covered for what we have there.

-----Original Message-----

**From:** Brandi Deese <bdeese@cityofpensacola.com>  
**Sent:** Friday, May 3, 2019 3:55 PM  
**To:** Simmons, Kellie <Kellie.Simmons@nexteraenergy.com>  
**Subject:** FW: Vacation

CAUTION - EXTERNAL EMAIL

Kellie -

Would an easement cover it or would you need more? Please advise as I am trying to post the agenda and meet a deadline. Thanks.

Brandi C. Deese  
Assistant Planning Services Administrator Visit us at <http://cityofpensacola.com>  
222 W Main St.  
Pensacola, FL 32502  
Direct Office: 850.435.1697  
Planning Services: 850.435.1670  
[bdeese@cityofpensacola.com](mailto:bdeese@cityofpensacola.com)

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-----Original Message-----

**From:** Brandi Deese  
**Sent:** Friday, May 3, 2019 10:15 AM  
**To:** 'Kellie Simmons' <kelliesimmons88@yahoo.com>  
**Subject:** RE: Vacation

Would an easement cover it or you need more?

Brandi C. Deese  
Assistant Planning Services Administrator Visit us at <http://cityofpensacola.com>  
222 W Main St.

Pensacola, FL 32502  
Direct Office: 850.435.1697  
Planning Services: 850.435.1670  
bdeese@cityofpensacola.com

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-----Original Message-----

From: Kellie Simmons [mailto:kelliesimmons88@yahoo.com]  
Sent: Friday, May 3, 2019 9:53 AM  
To: Brandi Deese <bdeese@cityofpensacola.com>  
Subject: Vacation

Brandi:

We have a pole and anchor in the North end and need to retain rights for that (10') . We have a duplex coming in from the south to a street light about midway up that street. Let me know what you want us to do.

Thanks,  
Kellie

Sent from my iPhone



AT&T  
605 W. Garden ST, Suite 218  
Pensacola, FL 32502

T: 850-436-1495  
F: 850-436-1486  
www.att.com

April 30, 2019

Anthony L. Terhaar Enterprises, Inc.  
1401 E. Belmont Street  
Pensacola, FL 32501

Re: Petition to Vacate Right-of-Way N 11<sup>th</sup> Ave between E Larua St and E Belmont St

Mr. Green,

AT&T Florida has reviewed your request to vacate the right-of-way west of N 11<sup>th</sup> Ave as described in the documents received via email from the City of Pensacola dated April 25, 2019.

AT&T Florida has facilities in place in the right-of-way location you described.

Due to this, AT&T Florida cannot agree to the vacation of the described right-of-way without a utility easement from the owners, City of Pensacola. If you have any questions or concerns regarding this matter please don't hesitate to call.

Sincerely,

*Brad Sauers*

Brad Sauers  
AT&T Florida  
Manager, OSP PLANNING AND ENGINEERING DESIGN  
850-436-1495



## Brandi Deese

---

**From:** Andre Calaminus <andre.calaminus@ecua.fl.gov>  
**Sent:** Wednesday, May 1, 2019 9:27 AM  
**To:** Brandi Deese  
**Subject:** RE: Vacation of Right-of-Way Request for 11th Avenue

Good morning Brandi,

ECUA has no comment on this right-of-way vacation request. ECUA has a sewer main in the center of the 11<sup>th</sup> Avenue right-of-way, but nothing in this 10' strip as described by the applicant.

Thanks,

**Andre Calaminus | Right of Way Agent | Emerald Coast Utilities Authority |**  
P.O. Box 17089 | Pensacola, FL 32522-7089 | Web: [www.ecua.fl.gov](http://www.ecua.fl.gov) |  
Phone: (850) 969-5822 | Fax: (850) 969-6511 |

---

**From:** Brandi Deese [mailto:bdeese@cityofpensacola.com]  
**Sent:** Thursday, April 25, 2019 11:17 AM  
**To:** Andre Calaminus <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Dennis Fleming <DFleming@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (KF5345@att.com) <KF5345@att.com>; Kellie L. - Gulf Power Simmons (Kellie.Simmons@nexteraenergy.com) <Kellie.Simmons@nexteraenergy.com>; KENNINGTON, STEPHEN <sk1674@att.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>  
**Cc:** Leslie Statler <LStatler@cityofpensacola.com>; Amy Hargett <ahargett@cityofpensacola.com>  
**Subject:** Vacation of Right-of-Way Request for 11th Avenue

Good Morning –

Please review and comment on the attached vacation of Right-of-Way request for 11<sup>th</sup> Avenue between LaRua and Belmont Streets. Please provide comments by close of business on Friday, May 3, 2019. Thanks!

## Brandi C. Deese

*Assistant Planning Services Administrator*

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Direct Office: 850.435.1697

Planning Services: 850.435.1670

[bdeese@cityofpensacola.com](mailto:bdeese@cityofpensacola.com)



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This email has been processed by Smoothwall Anti-Spam - [www.smoothwall.net](http://www.smoothwall.net)

## Brandi Deese

---

**From:** Diane Moore  
**Sent:** Friday, April 26, 2019 9:55 AM  
**To:** Brandi Deese  
**Subject:** RE: Vacation of Right-of-Way Request for 11th Avenue

Brandi,  
Pensacola Energy has a small section of gas main currently along the northern half of the area to be vacated. While our plan is to abandon this section of pipe in the future with the replacement work we have been doing, we would like to reserve a utility easement as was done in the vacate between La Rua and Jackson.

Please let me know if you have any questions.

Regards,  
Diane

Diane Moore | Gas Distribution Engineer  
Pensacola Energy | 1625 Atwood Drive, Pensacola, FL 32514  
Desk: 850-474-5319 | Cell: 850-324-8004 | Fax: 850-474-5331  
Email: [dmoore@cityofpensacola.com](mailto:dmoore@cityofpensacola.com)

\*\*\*Please consider the environment before printing this email.



For Non-Emergency Citizen Requests, Dial 311 or visit [Pensacola311.com](http://Pensacola311.com)

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---

**From:** Brandi Deese  
**Sent:** Thursday, April 25, 2019 11:17 AM  
**To:** Andre Calaminus; Annie Bloxson; Bill Kimball; Brad Hinote; Brian Cooper; Chris Mauldin; Dennis Fleming; Derrik Owens; Diane Moore; Jonathan Bilby; Karl Fenner (KF5345@att.com); Kellie L. - Gulf Power Simmons (Kellie.Simmons@nexteraenergy.com); KENNINGTON, STEPHEN; Miriam Woods; Paul A Kelly(GIS); Robbie Weekley; Ryan J. Novota; Sherry Morris  
**Cc:** Leslie Statler; Amy Hargett  
**Subject:** Vacation of Right-of-Way Request for 11th Avenue

Good Morning –  
Please review and comment on the attached vacation of Right-of-Way request for 11<sup>th</sup> Avenue between LaRua and Belmont Streets. Please provide comments by close of business on Friday, May 3, 2019. Thanks!

**Brandi C. Deese**  
*Assistant Planning Services Administrator*



## Brandi Deese

---

**From:** Jonathan Bilby  
**Sent:** Friday, April 26, 2019 7:20 AM  
**To:** Brandi Deese  
**Subject:** RE: Vacation of Right-of-Way Request for 11th Avenue

I don't have any issues with it from a Building Code or Inspections standpoint.

Jonathan Bilby, MCP, CFM  
Inspection Services Administrator  
Visit us at <http://cityofpensacola.com>  
222 W Main St.  
Pensacola, FL 32502  
Office: 850.435.1748  
Fax: 850.595.1464  
[jbilby@cityofpensacola.com](mailto:jbilby@cityofpensacola.com)



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**From:** Brandi Deese  
**Sent:** Thursday, April 25, 2019 11:17 AM  
**To:** Andre Calaminus <[andre.calaminus@ecua.fl.gov](mailto:andre.calaminus@ecua.fl.gov)>; Annie Bloxson <[ABloxson@cityofpensacola.com](mailto:ABloxson@cityofpensacola.com)>; Bill Kimball <[bkimball@cityofpensacola.com](mailto:bkimball@cityofpensacola.com)>; Brad Hinote <[bradhinote@cityofpensacola.com](mailto:bradhinote@cityofpensacola.com)>; Brian Cooper <[bcooper@cityofpensacola.com](mailto:bcooper@cityofpensacola.com)>; Chris Mauldin <[CMauldin@cityofpensacola.com](mailto:CMauldin@cityofpensacola.com)>; Dennis Fleming <[DFleming@cityofpensacola.com](mailto:DFleming@cityofpensacola.com)>; Derrik Owens <[DOwens@cityofpensacola.com](mailto:DOwens@cityofpensacola.com)>; Diane Moore <[DMoore@cityofpensacola.com](mailto:DMoore@cityofpensacola.com)>; Jonathan Bilby <[JBilby@cityofpensacola.com](mailto:JBilby@cityofpensacola.com)>; Karl Fenner (KF5345@att.com) <[KF5345@att.com](mailto:KF5345@att.com)>; Kellie L. - Gulf Power Simmons (Kellie.Simmons@nexteraenergy.com) <[Kellie.Simmons@nexteraenergy.com](mailto:Kellie.Simmons@nexteraenergy.com)>; KENNINGTON, STEPHEN <[sk1674@att.com](mailto:sk1674@att.com)>; Miriam Woods <[MWoods@cityofpensacola.com](mailto:MWoods@cityofpensacola.com)>; Paul A Kelly(GIS) <[PAKelly@cityofpensacola.com](mailto:PAKelly@cityofpensacola.com)>; Robbie Weekley <[rweekley@cityofpensacola.com](mailto:rweekley@cityofpensacola.com)>; Ryan J. Novota <[RNovota@cityofpensacola.com](mailto:RNovota@cityofpensacola.com)>; Sherry Morris <[SMorris@cityofpensacola.com](mailto:SMorris@cityofpensacola.com)>  
**Cc:** Leslie Statler <[LStatler@cityofpensacola.com](mailto:LStatler@cityofpensacola.com)>; Amy Hargett <[ahargett@cityofpensacola.com](mailto:ahargett@cityofpensacola.com)>  
**Subject:** Vacation of Right-of-Way Request for 11th Avenue

Good Morning –

Please review and comment on the attached vacation of Right-of-Way request for 11<sup>th</sup> Avenue between LaRua and Belmont Streets. Please provide comments by close of business on Friday, May 3, 2019. Thanks!

## Brandi Deese

---

**From:** Annie Bloxson  
**Sent:** Wednesday, May 1, 2019 7:45 AM  
**To:** Brandi Deese  
**Subject:** RE: Vacation of Right-of-Way Request for 11th Avenue

Good Morning,

I have no issues with the request to vacate the Right-of-Way between LaRua and Belmont.

Respectfully,

### Annie Bloxson

Fire Marshal

Visit us at [PensacolaFire.com](http://PensacolaFire.com)

475 E. Strong St.

Pensacola, FL 32501

Office: 850.436.5200

[abloxson@cityofpensacola.com](mailto:abloxson@cityofpensacola.com)



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---

**From:** Brandi Deese <[bdeese@cityofpensacola.com](mailto:bdeese@cityofpensacola.com)>

**Sent:** Thursday, April 25, 2019 11:17 AM

**To:** Andre Calaminus <[andre.calaminus@ecua.fl.gov](mailto:andre.calaminus@ecua.fl.gov)>; Annie Bloxson <[ABloxson@cityofpensacola.com](mailto:ABloxson@cityofpensacola.com)>; Bill Kimball <[bkimball@cityofpensacola.com](mailto:bkimball@cityofpensacola.com)>; Brad Hinote <[bradhinote@cityofpensacola.com](mailto:bradhinote@cityofpensacola.com)>; Brian Cooper <[bcooper@cityofpensacola.com](mailto:bcooper@cityofpensacola.com)>; Chris Mauldin <[CMauldin@cityofpensacola.com](mailto:CMauldin@cityofpensacola.com)>; Dennis Fleming <[DFleming@cityofpensacola.com](mailto:DFleming@cityofpensacola.com)>; Derrik Owens <[DOWens@cityofpensacola.com](mailto:DOWens@cityofpensacola.com)>; Diane Moore <[DMoore@cityofpensacola.com](mailto:DMoore@cityofpensacola.com)>; Jonathan Bilby <[JBilby@cityofpensacola.com](mailto:JBilby@cityofpensacola.com)>; Karl Fenner (KF5345@att.com) <[KF5345@att.com](mailto:KF5345@att.com)>; Kellie L. - Gulf Power Simmons (Kellie.Simmons@nexteraenergy.com) <[Kellie.Simmons@nexteraenergy.com](mailto:Kellie.Simmons@nexteraenergy.com)>; KENNINGTON, STEPHEN <[sk1674@att.com](mailto:sk1674@att.com)>; Miriam Woods <[MWoods@cityofpensacola.com](mailto:MWoods@cityofpensacola.com)>; Paul A Kelly(GIS) <[PAKelly@cityofpensacola.com](mailto:PAKelly@cityofpensacola.com)>; Robbie Weekley <[rweekley@cityofpensacola.com](mailto:rweekley@cityofpensacola.com)>; Ryan J. Novota <[RNovota@cityofpensacola.com](mailto:RNovota@cityofpensacola.com)>; Sherry Morris <[SMorris@cityofpensacola.com](mailto:SMorris@cityofpensacola.com)>



## Brandi Deese

---

**From:** Derrick Owens  
**Sent:** Wednesday, May 1, 2019 2:24 PM  
**To:** Brandi Deese  
**Cc:** Brad Hinote; Ryan J. Novota; Roger Williams  
**Subject:** RE: Vacation of Right-of-Way Request for 11th Avenue

PW&F has no issue with the request...

---

**From:** Brandi Deese  
**Sent:** Wednesday, May 01, 2019 1:46 PM  
**To:** Bill Kimball <[bkimball@cityofpensacola.com](mailto:bkimball@cityofpensacola.com)>; Brad Hinote <[bradhinote@cityofpensacola.com](mailto:bradhinote@cityofpensacola.com)>; Brian Cooper <[bcooper@cityofpensacola.com](mailto:bcooper@cityofpensacola.com)>; Chris Mauldin <[CMauldin@cityofpensacola.com](mailto:CMauldin@cityofpensacola.com)>; Dennis Fleming <[DFleming@cityofpensacola.com](mailto:DFleming@cityofpensacola.com)>; Derrick Owens <[DOwens@cityofpensacola.com](mailto:DOwens@cityofpensacola.com)>; 'Kellie L. - Gulf Power Simmons (Kellie.Simmons@nexteraenergy.com)' <[Kellie.Simmons@nexteraenergy.com](mailto:Kellie.Simmons@nexteraenergy.com)>; Miriam Woods <[MWoods@cityofpensacola.com](mailto:MWoods@cityofpensacola.com)>; Paul A Kelly(GIS) <[PAKelly@cityofpensacola.com](mailto:PAKelly@cityofpensacola.com)>; Robbie Weekley <[rweekley@cityofpensacola.com](mailto:rweekley@cityofpensacola.com)>; Ryan J. Novota <[RNovota@cityofpensacola.com](mailto:RNovota@cityofpensacola.com)>; Sherry Morris <[SMorris@cityofpensacola.com](mailto:SMorris@cityofpensacola.com)>  
**Subject:** FW: Vacation of Right-of-Way Request for 11th Avenue

Good Afternoon –

Just a quick reminder that comments are due by Friday, May 3, 2019 for this agenda item to move forward to Planning Board. Thank you.

### Brandi C. Deese

Assistant Planning Services Administrator

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Direct Office: 850.435.1697

Planning Services: 850.435.1670

[bdeese@cityofpensacola.com](mailto:bdeese@cityofpensacola.com)



FLORIDA'S FIRST & FUTURE

*Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.*

---

**From:** Brandi Deese  
**Sent:** Thursday, April 25, 2019 11:17 AM  
**To:** Andre Calaminus <[andre.calaminus@ecua.fl.gov](mailto:andre.calaminus@ecua.fl.gov)>; Annie Bloxson ([ABloxson@cityofpensacola.com](mailto:ABloxson@cityofpensacola.com)) <[ABloxson@cityofpensacola.com](mailto:ABloxson@cityofpensacola.com)>; Bill Kimball <[bkimball@cityofpensacola.com](mailto:bkimball@cityofpensacola.com)>; Brad Hinote ([bradhinote@cityofpensacola.com](mailto:bradhinote@cityofpensacola.com)) <[bradhinote@cityofpensacola.com](mailto:bradhinote@cityofpensacola.com)>; Brian Cooper <[bcooper@cityofpensacola.com](mailto:bcooper@cityofpensacola.com)>; Chris Mauldin ([CMauldin@cityofpensacola.com](mailto:CMauldin@cityofpensacola.com)) <[CMauldin@cityofpensacola.com](mailto:CMauldin@cityofpensacola.com)>; Dennis Fleming <[DFleming@cityofpensacola.com](mailto:DFleming@cityofpensacola.com)>; Derrick Owens ([DOwens@cityofpensacola.com](mailto:DOwens@cityofpensacola.com)) <[DOwens@cityofpensacola.com](mailto:DOwens@cityofpensacola.com)>; Diane Moore ([DMoore@cityofpensacola.com](mailto:DMoore@cityofpensacola.com)) <[DMoore@cityofpensacola.com](mailto:DMoore@cityofpensacola.com)>;

PLANNING SERVICES

**MINUTES OF THE PLANNING BOARD**

**May 14, 2019**

**MEMBERS PRESENT:** Vice Chair Kurt Larson, Nathan Monk, Danny Grundhoefer, Laurie Murphy, Ryan Wiggins

**MEMBERS ABSENT:** Chairman Paul Ritz, Nina Campbell,

**STAFF PRESENT:** Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner, Keith Wilkins, Assistant City Administrator, Brian Cooper, Parks and Recreation, Chris Johnston, Network Engineer, Councilman Terhaar, Councilwoman Myers

**OTHERS PRESENT:** Michael Bodenhausen, George Williams, Tony Terhaar, Michael Carro, Donald Redhead, Kelley Martinez

**AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from April 9, 2019.
- **New Business:**
  1. **Vacation of Right-of-Way – 400 Block of 11<sup>th</sup> Avenue (Between LaRua and Belmont Streets)**
  2. **Amendment to Land Development Code Section 12-2-11 Airport Land Use District**
  3. **Amendment to Conditional Use Permit – 501 S. Palafox Street (Al Fresco)**
  4. **Aesthetic Review – 501 S. Palafox Street (Al Fresco)**
- Open Forum
- Adjournment

**Call to Order / Quorum Present**

Vice Chairman Larson called the meeting to order at 2:01 pm with a quorum present and explained the Board procedures to the audience.

**Approval of Meeting Minutes**

Ms. Wiggins stated during open forum the first sentence was incorrect stating she was addressing saving some of the buildings downtown from demolition. Ms. Wiggins states her concerns actually were how many people have come before us concerned about demolition in East Hill and other areas. Ms. Wiggins would like corrections made to better represent what the discussion was about. Ms. Deese asked what would some suggestions be specifically and explained that the minutes are created directly from the recording. Ms. Wiggins also stated on the second page second sentence that East Hill is not considered a historic community. Ms. Deese ensured Ms. Wiggins that staff would review the recording and modify as much as possible.

Ms. Deese suggested that since modifications will be made, the approval for the April 9, 2019 minutes would be brought back next month for approval.

### **New Business**

#### **Vacation of Right-of-Way – 400 Block of 11th Avenue (Between LaRua and Belmont Streets)**

Anthony L. Terhaar Enterprises, LLC is requesting the approval of a 10-foot portion of the 400 Block of 11<sup>th</sup> Avenue between LaRua and Belmont Streets. The applicant has indicated the reason for the request is to attain the highest and best use of the property and to preserve and increase the property values in this area of East Hill. If granted, the additional 10 feet will allow the applicant to construct two single family attached structures instead of one single family detached structure. This request is consistent with a previous vacation of 11<sup>th</sup> Avenue to the North and will make the easterly property lines consistent within the southern-most two blocks of 11<sup>th</sup> Avenue.

This request has been routed through the various City departments and utility providers and those comments are attached for your review. Staff has been made aware that utilities are present within this right-of-way area and a full width easement will be included in the ordinance proposed to City Council.

Mr. Monk asked for clarity on the portion of right-of-way to be vacated. Ms. Deese stated only the yellow portion is the ten-foot portion to be vacated and if approved the ten-foot portion would become private property. Mr. Terhaar appeared before the Board and explained that since the same type of vacation took place on a piece of property above from LaRua to Belmont in order to increase the value of the property he wanted to also increase the value of his land. Mr. Terhaar also states his neighbor Mr. Phelps who owns the property to the North is in support. Ms. Murphy asked about the future use for the other property owned by Mr. Phelps. Mr. Terhaar stated he did not know; only that Mr. Phelps has owned the property for a while. Ms. Murphy also asked about AT&T's easement and if the ability to keep the driveway would still allow for AT&T to access their lines. Mr. Terhaar responded it was his understanding that AT&T would be satisfied as long as they had full access. Mr. Monk stated he did not see any problems with approving the request. **Mr. Monk motions to approve. Ms. Murphy seconds the motion. The motion carried unanimously.**

#### **Amendment to Land Development Code Section 12-2-11 Airport Land Use District**

Staff is requesting to amend Land Development Code Section 12-2-11 Airport Land Use District in order to modify the list of permitted uses specifically for the Airport Transition Zone (ATZ-1). The proposed amendment would be to modify the list of permitted uses to include Recreational Facilities – Not-For-Profit. The ATZ-1 zoning district is a small district that surrounds the Airport Restricted Zoning District (ARZ), which is all City owned property. The ATZ-1 has a limited list of permitted uses and this would expand the list in order for the new YMCA to be constructed at 2130 Summit Boulevard. The ATZ-1 zoning district is a separate district (non-cumulative) and this amendment would not directly impact other districts.

Ms. Laurie Murphy states the ATZ-1 already contains other facilities such as daycares, office use and residential use. Ms. Murphy states in her opinion it would depend on the size of the facility exactly what type of traffic, storm water infrastructure and the actual plan. Ms. Murphy states she does not have enough information to feel confident to agree to a recreational facility. Mr. Larson clarifies that at this point all the Board is deciding on is if they are going to allow recreation facilities, yes or no. Ms. Deese concurs and further states the Board needs to focus on the question presented, which is recreational facilities not-for-profit, is that a reasonable use within the AZT-1? Ms. Deese also states the Board is only looking at a text amendment, not a conditional use permit. Mr. Monk states his concern is he would have rather seen this as a conditional use so the Board would have more oversight. Mr. Monk also states that until he received calls with concerns, he did not feel this was a big deal.

Ms. Deese explained that the Board has the ability to approve, deny or approve with modifications. Mr. Larson asked for a representative from the City to discuss further. Mr. Keith Wilkins, Assistant City



Administrator appears before the Board and states the Mayor is in support of the project and agrees with Planning Staff that the issues with site plans or traffic is not in the purview of the Planning Board and he is here to convey the Mayor's support of the project. Mr. Wilkins also agrees with staff that the question is whether to approve, deny or approve with conditions. Mr. Wilkins again states how the operations between the City and YMCA and how they administer programs is an issue between them and not within the purview of Planning Board. Mr. Wilkins states Brian Cooper, Director of Parks and Recreation may be able to address questions more specifically. Mr. Cooper appears before the Board and explains that the Parks and Recreation Department are in a process of a Land Swap deal and this is a complicated process and City Council will have to approve the land swap. Currently Parks and Recreation are collaborating with the YMCA to reduce duplication of services. Mr. Cooper stated they want to do what is best for the community. Mr. Monk's concern again was possible privatization of government programs in which anyone who has access could in theory be denied. Mr. Cooper states the intent is not to stop offering services but to stop duplicating services in that area. Ms. Murphy asked how does an approval for something conditional work? Ms. Deese explained the Conditional Use Permit process and added that it would cause delays in this project which has specific deadlines. Upon question, Ms. Deese stated a conditional use is very specific to that project and not at all cookie cutter. After further discussion, **Ms. Wiggins motions to approve. Mr. Grundhoefer seconded the motion.** Mr. Monk states he will approve but still has concerns with known controversy and feels it would have been nice to better plan this out. **The motion carried unanimously.**

#### **Amendment to Conditional Use Permit – 501 S. Palafox Street (Al Fresco)**

##### **Aesthetic Review – 501 S. Palafox Street (Al Fresco)**

Scott Sallis, on behalf of Michael Carro, is requesting an amendment to the existing Conditional Use Permit for Mobile Restaurant Unit Development at 501 S. Palafox, also known as "Al Fresco". The proposed modification includes constructing a single story, slab on grade, metal building framed roof structure over a series of kitchens and retail kiosks. The retail kiosks will also be portable and secured in a manner similar to the existing air stream kitchens. The original Conditional Use Permit gained approval through a Land Development Code amendment that created Mobile Restaurant Unit Developments as an accessory use to the primary use of a restaurant. The details of the original approval are attached for your review. If the amendment to the Conditional Use Permit is granted, the applicant also seeks aesthetic approval of the improvements to the property.

Ms. Deese explained this is a discussion item only since based on when the application was received; notifications could not be mailed out. The request will come back to the Board in June. Ms. Deese also advised the Board could give aesthetic approval since notices were not required for that agenda item. Mr. Scott Sallis addressed the Board and stated the individual owners of the airstreams over the years have realized the weather and the winter make it difficult to turn a profit in keeping the project going strong. Mr. Sallis stated that Michael Carro and his team came to him and asked for help in covering the airstreams. Mr. Sallis explained he is asking for two things, aesthetic approval and amending the conditional use permit to allow retail, which is not part of the original conditional use permit. Mr. Sallis explained his clients are proposing to remove the airstreams and replace them with shipping containers and putting kitchens within the containers. Mr. Grundhoefer questioned if the shipping containers would be flood proof and not the kiosks? Mr. Sallis responds stating the original design was to use the flood proof construction model for a more permanent kitchen but they removed that design. Mr. Larson asked how many kitchens would there be? Mr. Sallis explained that he does not know but they will use the two units, could be four or could be more than four. Mr. Grundhoefer states he understands the kitchens will be flexible depending on whether tenants succeed or do not succeed. Ms. Murphy asked about grease traps. Mr. Sallis stated grease trap requirements would go through the building department and comply. Mr. Grundhoefer asked about the plaza which is required within the original conditional use and whether it would be kept in the new concept versus covering the whole space. Mr. Sallis states within the ordinance

it is required to have an open plaza. Mr. Grundhoefer stated that in many old cities they use an old warehouse look and feel. He feels Mr. Sallis may be missing an opportunity to create that feel on the corner. Mr. Monk stated he genuinely loves Al Fresco and was concerned about how the new proposal would look. He also stated the only thing that maybe an aesthetic issue for him is that the slant of the metal roof could be a distraction other than that he likes the concept. Mr. Carro addressed the opening on the corner and did not know if that is in the code. Mr. Sallis referenced the paver area is the 40 or 45 percent was required to be pavers. He also stated the reason for the openness was to maintain some of the palm trees. Mr. Grundhoefer supports the concept but feels it falls short of the details in the overhang. He further stated there is no brickwork or columns or ironwork and needs to feel like it is a part of the historic fabric of downtown. Mr. Monk stated he likes the idea that Al Fresco sticks out. Ms. Wiggins also agreed and stated it gives the downtown a bit of a funky feel.

Mr. Larson stated we like the concept but since this is a discussion item, you will need to come back with everything spelled out and convince us that you have met or exceeded all the requirements of the current ordinance. Mr. Larson further stated they wanted to know how the units would be removed? Mr. Monk wanted to know how soon would we see this happen once approved? Mr. Sallis defers to Mr. Carro. Mr. Carro states currently he is renewing short-term leases through end of October but his goal is to break ground in November and be open by March.

Ms. Wiggins wanted to know what does it do to block the wind in the winter? Mr. Carro responded he wanted have some type of screening and potentially the retail mobile units would act as a block. He further stated in addition to screening they could suspend heaters.

Mr. Sallis stated he hoped to secure a vote to send this to City Council in supporting retail as a part of the conditional use and a vote to support preliminary aesthetic review. Ms. Deese clarified the Board could approve a full final aesthetic review if Board feels comfortable with that – However the item will come back to this Board for approval on the conditional use permit next month. Mr. Monk recommended holding off and vote on both items next month. Mr. Grundhoefer agreed. Mr. Sallis wanted to clarify what the Board would be looking for more ornamental detail that looks like this was a building that adapted Al Fresco. Mr. Grundhoefer suggested exploring the idea of the building as a whole instead of chopping off the corner. **Mr. Monk motioned to postpone the item until next month, Ms. Murphy seconded.** Mr. Larson asked for any discussion. Ms. Deese clarifies the code language for Planning Board of 45 days and explains they have 45 days unless there is another time period specified. She further stated the Board could specify a longer period. After further discussion Ms. Deese advises there are three options; set a longer period of time in the event quorum is not met, deny the item or the applicant could withdraw. Mr. Monk stated he does not want to deny the item. **After further discussion, the motion to postpone and extend the time line to within two Planning Board meetings (63 days) passed unanimously.**

**Open Forum** – Mr. Grundhoefer thanks Brandi and states she has been an asset to this Board and the City.

**Adjournment** – With no further business, Vice Chairman Larson adjourned the meeting at 3:03 pm.

Respectfully Submitted,



Brandi C. Deese  
Secretary to the Board

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

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

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND VACATING  
A PORTION OF THE 400 BLOCK OF 11<sup>TH</sup> AVENUE  
RIGHT OF WAY; IN PENSACOLA, ESCAMBIA COUNTY,  
STATE OF FLORIDA; REPEALING CLAUSE; AND  
PROVIDING AN EFFECTIVE DATE.

WHEREAS, a public hearing was held on June 13, 2019,  
as to the vacation of a portion of the 400 Block of 11<sup>th</sup> Avenue  
right of way; Pensacola, Escambia County, Florida; and

WHEREAS, the vacation of said right-of-way,  
hereinafter described, will contribute to the general welfare of  
the City of Pensacola in that said right-of-way is no longer  
needed as a public thoroughfare; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the following described right of way  
in Pensacola, Escambia County, Florida is hereby closed,  
discontinued, vacated and forever abandoned by the City of  
Pensacola as a public thoroughfare:

THE WEST 10 FEET OF 11<sup>TH</sup> AVENUE ADJACENT TO AND  
CONTIGUOUS WITH LOT 10, BLOCK 63, NEW CITY TRACT, CITY  
OF PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA,  
ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY  
THOMAS C. WATSON IN 1906.

AND

THE WEST 10 FEET OF 11<sup>TH</sup> AVE ADJACENT TO AND CONTIGUOUS  
WITH LOT 11, BLOCK 63, NEW CITY TRACT, CITY OF  
PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA,  
ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY  
THOMAS C. WATSON IN 1906.

SECTION 2. That the owners of the abutting property  
be, and they are hereby authorized to acquire possession of the  
right-of-way more particularly described in Section 1 of this



ordinance, and the City of Pensacola does hereby abandon all claim of right, if any it has, in said property, and it shall remain and be the property of the abutting property owners.

SECTION 3. That, notwithstanding the foregoing sections, the City of Pensacola reserves for itself, Gulf Power Company, Bell South, Cox Cable, and the Emerald Coast Utilities Authority, their successors and assigns, a full width easement in the entire portion the right of way vacated hereby for the purpose of locating and maintaining public utilities and improvements.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

Passed: \_\_\_\_\_

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

Attest:

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

PLANNING/CITY OF PEN/LEGAL AD  
180 W GOVERNMENT ST

PENSACOLA, FL 32502

Published Daily-Pensacola, Escambia County, FL

**PROOF OF PUBLICATION**

State of Florida  
County of Escambia:

Before the undersigned authority personally appeared , who on oath says that he or she is a Legal Advertising Representative of the **Pensacola News Journal** , a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

NOTICE OF PUBLIC HEARINGS

as published in said newspaper in the issue(s) of:

06/03/19

Affiant further says that the said **Pensacola News Journal** is a newspaper in said Escambia County, Florida and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 3th of June 2019, by who is personally known to me

*[Signature]*

Affiant

*[Signature]*

Notary

Publication Cost: \$158.98

**NOTICE OF PUBLIC HEARINGS**

On **Thursday, June 13, 2019** at 5:30 p.m. in the Council Chambers of City Hall, 222 West Main Street, the Pensacola City Council will conduct public hearings to consider the following:

- PUBLIC HEARING –Request for Amendment to Land Development Code Section 12-2-11  
Airport Land Use District – Recreational Facilities – Not-For-Profit.
- PUBLIC HEARING – Request to Vacate Right-of-Way – 400 Block of 11th Avenue

You are not required to respond or take any action regarding this notice; but if you wish to speak before the City Council on this subject, you are invited to be present at the scheduled hearing.

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

For additional information on this matter, please call Planning Services at (850) 435-1670.

By direction of the City Council,

Ericka L. Burnett  
City Clerk

Legal No. 3598067, June 3, 2019



Ad No: 0003598067

Customer No: PNJ-24384500



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 21-19

City Council

6/13/2019

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PROPOSED ORDINANCE NO. 21-19 - VACATION OF RIGHT-OF-WAY 400 BLOCK OF 11TH AVENUE

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 21-19 on first reading.

AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF THE 400 BLOCK OF 11<sup>TH</sup> AVENUE RIGHT OF WAY; IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City has received a request from Anthony L. Terhaar Enterprises, LLC, to vacate a portion of the 400 Block of 11<sup>th</sup> Avenue between LaRua and Belmont Streets. The applicant has indicated the reason for the request is to attain the highest and best use of the property and to preserve and increase the property values in this area of East Hill. If granted, the additional ten (10) feet will allow the applicant to construct two single family attached structures instead of one single family detached structure. This request is consistent with a previous vacation of 11<sup>th</sup> Avenue to the North and will make the easterly property lines consistent within the southern-most two blocks of 11<sup>th</sup> Avenue.

This request has been routed through the various City departments and utility providers and those comments are attached for your review. Staff has been made aware that utilities are present within this right-of-way area and a full width easement has been included in the proposed ordinance.

On May 14, 2019, the City's Planning Board unanimously recommended approval of this request.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

5/30/2019

**STAFF CONTACT:**

Christopher L. Holley, City Administrator  
Sherry H. Morris, AICP, Assistant Planning Services Administrator

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 21-19
- 2) Vacation of Right-of-Way Application and Supporting Documentation, 11<sup>th</sup> Avenue
- 3) Rendering and Plans, 11<sup>th</sup> Avenue Right-of-Way Vacation Request
- 4) Technical Comments, 11<sup>th</sup> Avenue Right-of-Way Vacation Request
- 5) May 14, 2019 Planning Board Minutes

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 21-19

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

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND VACATING  
A PORTION OF THE 400 BLOCK OF 11<sup>TH</sup> AVENUE  
RIGHT OF WAY; IN PENSACOLA, ESCAMBIA COUNTY,  
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WHEREAS, a public hearing was held on June 13, 2019,  
as to the vacation of a portion of the 400 Block of 11<sup>th</sup> Avenue  
right of way; Pensacola, Escambia County, Florida; and

WHEREAS, the vacation of said right-of-way,  
hereinafter described, will contribute to the general welfare of  
the City of Pensacola in that said right-of-way is no longer  
needed as a public thoroughfare; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the following described right of way  
in Pensacola, Escambia County, Florida is hereby closed,  
discontinued, vacated and forever abandoned by the City of  
Pensacola as a public thoroughfare:

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CONTIGUOUS WITH LOT 10, BLOCK 63, NEW CITY TRACT, CITY  
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WITH LOT 11, BLOCK 63, NEW CITY TRACT, CITY OF  
PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA,  
ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY  
THOMAS C. WATSON IN 1906.

SECTION 2. That the owners of the abutting property  
be, and they are hereby authorized to acquire possession of the  
right-of-way more particularly described in Section 1 of this

ordinance, and the City of Pensacola does hereby abandon all claim of right, if any it has, in said property, and it shall remain and be the property of the abutting property owners.

SECTION 3. That, notwithstanding the foregoing sections, the City of Pensacola reserves for itself, Gulf Power Company, Bell South, Cox Cable, and the Emerald Coast Utilities Authority, their successors and assigns, a full width easement in the entire portion the right of way vacated hereby for the purpose of locating and maintaining public utilities and improvements.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

Passed: \_\_\_\_\_

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

Attest:

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





**VACATION OF ALLEY OR STREET RIGHT OF WAY**

Fee: \$2,000.00  
Rehearing/Rescheduling Planning Board: \$250.00  
Rehearing/Rescheduling City Council: \$500.00

Applicant Information:

Name: ANTHONY L. TERHAAR ENTERPRISES, INC.  
Address: 1401 E. BELMONT STREET, PENSACOLA, FL 32501  
Phone: 850-393-7007      OFFICE Fax: 850-433-7007      Email: terhaar@terhaarcronley.com

Property Information:

Owner Name: SAME AS ABOVE

Location/Address: WEST SIDE OF 11TH AVENUE BETWEEN LARUA AND BELMONT STREETS

Legal Description: Please attach a full legal description (from deed or survey)

PLEASE SEE ATTACHED.

Purpose of vacation of city right of way/comments:

SEE ATTACHED.

I, the undersigned applicant, understand that submittal of this application does not entitle me to approval of this vacation request and that no refund of these fees will be made. I have reviewed a copy of the applicable regulations and understand that I must be present on the date of the Planning Board and City Council meeting.

Signature of Applicant  
(Owner of Property or Official Representative of Owner)

Date

*Anthony Terhaar*

4.23.19

FOR OFFICE USE ONLY

District: #6

Date Received: 4/24/2019

Case Number: N/A

Date Postcards mailed: \_\_\_\_\_

Planning Board Date: 5/14/19

Recommendation: N/A

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

Council Action: \_\_\_\_\_

**Purpose of vacation of city right of way.**

Anthony L. Terhaar Enterprises is requesting the approval of the vacation of a 10-foot portion of the 1000 Block of 11<sup>th</sup> Avenue between LaRua and Belmont Streets correctly zoned R-1AA. The request is to attain the highest and best use of the property and to preserve and increase the property values in this area of East Hill. If granted, the additional 10 feet would allow the applicant to construct 2 single family attached structures instead of 1 single family detached structure. Approval of this request would be consistent with the 10-foot vacation of 11<sup>th</sup> Avenue recently approved between Jackson and LaRua Streets making the easterly property lines consistent along 11<sup>th</sup> Avenue to its termination at Belmont Street. Approval would not affect traffic flow on 11<sup>th</sup> Avenue as it already terminates at Belmont Street and Belmont Street terminates at 12<sup>th</sup> Avenue resulting in virtually no thru traffic. Applicant could find no future plans to widen 11<sup>th</sup> Avenue or Belmont at this location. The right-of-way on this segment of 11<sup>th</sup> Avenue is 70' wide with the 24 foot road width centered in the right-of-way. Approval would provide space for 2 car on-site parking in the rear of each attached home. Homes would face Belmont Street with the prospect of a bay view over the Bergan Building due South of the property.

Please find attached:

Escambia County Property Appraiser Parcel Sheet

Warranty Deed

Current Legal Descriptions & New Legal Descriptions

Annotated Survey

Regulations for Medium Density Residential Zoning Districts

Proposed Ordinance

Approval of ABUTTING Property Owners

An Architectural Package consisting of an Aerial Vicinity View, a Proposed Layout Plan, a Proposed Floor Plan and Proposed Building Elevations.



# Chris Jones - Escambia County Property Appraiser

**Reference:** 000S009025110063

**Account:** 140379000

**Section Map:** [CA047](#)

**Situs:** 1090 E BELMONT ST

**Complex:** NEW CITY TRACT

**Owner:** TERHAAR ANTHONY L ENTERPRISES INC

**Mailing Address:**  
1401 E BELMONT ST  
PENSACOLA, FL 32501

**Last Sale:** 7/2005, \$55,000

**Property Use:** VACANT RESIDENTIAL

**Approx. Acreage:** 0.1894 ac

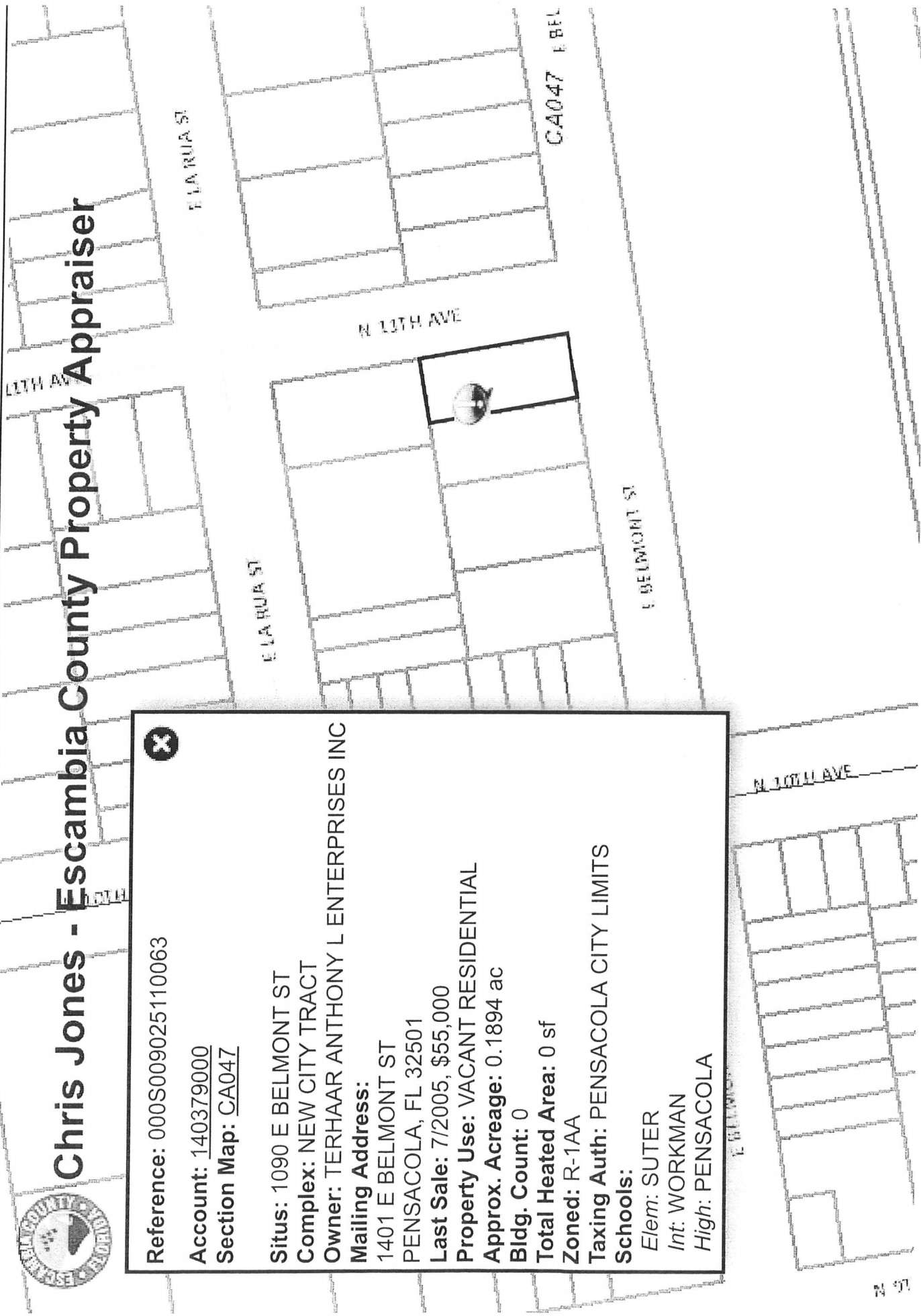
**Bldg. Count:** 0

**Total Heated Area:** 0 sf

**Zoned:** R-1AA

**Taxing Auth:** PENSACOLA CITY LIMITS

**Schools:**  
Elem: SUTER  
Int: WORKMAN  
High: PENSACOLA



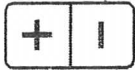
<b>General Information</b> Reference: 000S009025110063 Account: 140379000 Owners: TERHAAR ANTHONY L ENTERPRISES INC Mail: 1401 E BELMONT ST PENSACOLA, FL 32501 Situs: 1090 E BELMONT ST 32501 Use Code: VACANT RESIDENTIAL Taxing Authority: PENSACOLA CITY LIMITS Tax Inquiry: <a href="#">Open Tax Inquiry Window</a> Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector		<b>Assessments</b> <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2018</td> <td>\$93,388</td> <td>\$0</td> <td>\$93,388</td> <td>\$54,978</td> </tr> <tr> <td>2017</td> <td>\$73,508</td> <td>\$0</td> <td>\$73,508</td> <td>\$49,980</td> </tr> <tr> <td>2016</td> <td>\$57,750</td> <td>\$0</td> <td>\$57,750</td> <td>\$45,437</td> </tr> </tbody> </table> <p style="text-align: center;"><a href="#">Disclaimer</a></p> <p style="text-align: center;"><b><u>Tax Estimator</u></b></p> <p style="text-align: center;">&gt; <b><u>File for New Homestead Exemption Online</u></b></p>			Year	Land	Imprv	Total	Cap Val	2018	\$93,388	\$0	\$93,388	\$54,978	2017	\$73,508	\$0	\$73,508	\$49,980	2016	\$57,750	\$0	\$57,750	\$45,437
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<b>Sales Data</b> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>07/2005</td> <td>5688</td> <td>376</td> <td>\$55,000</td> <td>WD <a href="#">View Instr</a></td> </tr> <tr> <td>06/2005</td> <td>5656</td> <td>699</td> <td>\$30,000</td> <td>WD <a href="#">View Instr</a></td> </tr> <tr> <td>10/1983</td> <td>1830</td> <td>223</td> <td>\$4,200</td> <td>WD <a href="#">View Instr</a></td> </tr> <tr> <td>03/1981</td> <td>1543</td> <td>928</td> <td>\$4,000</td> <td>QC <a href="#">View Instr</a></td> </tr> </tbody> </table> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller		Sale Date	Book Page	Value	Type	Official Records (New Window)	07/2005	5688	376	\$55,000	WD <a href="#">View Instr</a>	06/2005	5656	699	\$30,000	WD <a href="#">View Instr</a>	10/1983	1830	223	\$4,200	WD <a href="#">View Instr</a>	03/1981	1543	928	\$4,000	QC <a href="#">View Instr</a>	<b>2018 Certified Roll Exemptions</b> None		
Sale Date	Book Page	Value	Type	Official Records (New Window)																									
07/2005	5688	376	\$55,000	WD <a href="#">View Instr</a>																									
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03/1981	1543	928	\$4,000	QC <a href="#">View Instr</a>																									
<b>Legal Description</b> LT 11 AND E 1/2 OF LT 12 BLK 63 NEW CITY TRACT OR 5688 P 376 CA 47		<b>Extra Features</b> None																											

**Acres:**  
0.1894

**Zoned:**  
R-1AA

**Evacuation  
& Flood  
Information**  
[Open Report](#)



N 11TH AVE

137.5

50

137.5

60

137.5

137.5

[View Florida Department of Environmental Protection \(DEP\) Data](#)

Ernie Lee Magaha  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2005398417 07/26/2005 at 09:28 AM  
OFF REC BK: 5688 PG: 376 - 379 Doc Type: WD  
RECORDING: \$35.50  
Deed Stamps \$385.00

This Instrument Prepared By:  
WILLIAM H. MITCHEM  
Beggs and Lane  
Post Office Box 12950  
501 Commendencia St.  
Pensacola, Florida 32502  
(850) 432-2451  
Florida Bar No.: 187836

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that GERALD S. CHERNEKOFF, a Married Man (herein "Grantor"), whose address is 4761-6 Bayou Boulevard, Pensacola, Florida 32503, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, the receipt, adequacy and sufficiency of which is hereby acknowledged, does hereby bargain, sell, remise, confirm, convey and grant unto ANTHONY L. TERHAAR ENTERPRISES, INC., a Florida corporation, (herein "Grantee"), whose address is 957 1401 E. Belmont Street, Pensacola, Florida 32501, its successors and assigns, forever, the following described real property located in Escambia County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO AND  
INCORPORATED HEREIN BY THIS REFERENCE

Subject to those items more particularly set forth on Exhibit "B" attached hereto and incorporated herein by this reference (the "Permitted Exceptions").

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead, in fee simple forever. And Grantor covenants that Grantor is well seized of an indefeasible estate in fee simple in said property and has a good right to convey the same; that it is free of lien or encumbrances, and that Grantor, Grantor's heirs, executors, administrators, successors and assigns, will forever warrant and defend title to the above-described property against the lawful claims of all persons whomsoever, subject to the exceptions set forth herein.

Subject property is not the homestead of Grantor, nor does it adjoin Grantor's homestead. No member of Grantor's family resides thereon.

IN WITNESS WHEREOF, we have hereunto set our hands this 22nd day of July, 2005.

Signed, sealed and delivered  
in the presence of:

Name: Anthony L. Terhaar

Name: Harold M. Bird

Gerald S. Chermekoff  
Gerald S. Chermekoff

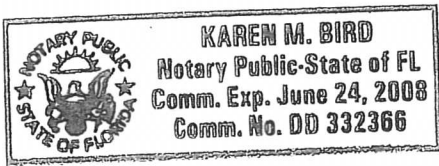
Seller's Address: 4761-6 Bayou Boulevard, Pensacola, Florida 32503

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22nd day of July, 2005, by  
Gerald S. Chernekov, who did not take an oath and who:

is/are personally known to me.  
 produced current Florida driver's license as identification.  
 produced \_\_\_\_\_ as identification.

(Notary Seal Must Be Affixed)



Karen M. Bird  
Notary Public

\_\_\_\_\_  
Name of Notary Printed  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

EXHIBIT "A"  
LEGAL DESCRIPTION

Lot 11 and the East ½ of Lot 12, Block 63, New City Tract, City of Pensacola, Escambia County, Florida, according to map of said City copyrighted by Thomas C. Watson in the year 1906.



EXHIBIT "B"  
PERMITTED EXCEPTIONS

1. Ad valorem taxes for the Year 2005 and subsequent years, which are not yet due and payable.



# Chris Jones - Escambia County Property Appraiser



**Reference:** 000S009025090063  
**Account:** 140378000  
**Section Map:** CA047  
**Situs:** 1027 E LA RUA ST  
**Complex:** NEW CITY TRACT  
**Owner:** PHELPS J FRASIER  
**Mailing Address:**  
 PO BOX 687  
 PENSACOLA, FL 32591  
**Last Sale:** 9/2005, \$81,000  
**Property Use:** VACANT RESIDENTIAL  
**Approx. Acreage:** 0.2525 ac  
**Bldg. Count:** 0  
**Total Heated Area:** 0 sf  
**Zoned:** R-1AA  
**Taxing Auth:** PENSACOLA CITY LIMITS  
**Schools:**  
 Elem: SUTER  
 Int: WORKMAN  
 High: PENSACOLA

THIS INSTRUMENT PREPARED BY:  
Denis A. Braslow  
Attorney at Law  
917 N. 12th Avenue  
Pensacola, Fl. 32501

Parcel ID Number: 00-0S-00-9025-090-063

# Warranty Deed

This Indenture, Made this 12th day of September, 2005 A.D., Between  
Wardell Golay, a single man

of the County of Escambia, State of Florida, grantor, and  
J. Frasier Phelps, a single man

whose address is: 9 Port Royal Way, Pensacola, FL 32502

of the County of Escambia, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of  
-----TEN DOLLARS (\$10)----- DOLLARS,  
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has  
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,  
lying and being in the County of Escambia, State of Florida to wit:

Lots 9 and 10, in Block 63, New City Tract, according to the Map of  
the City of Pensacola, Escambia County, Florida, by Thomas C. Watson,  
copyrighted in 1906.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.  
In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Sara Braslow  
SARA BRASLOW  
Witness

Colleen Vert  
Colleen Vert  
Witness

Wardell Golay by Donald T. Goley  
his Attorney-in-Fact (Seal)  
Wardell Golay, by Donald T. Goley,  
his Attorney-in-Fact  
P.O. Address:

STATE OF Florida  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 12th day of September, 2005 by  
Wardell Golay, a single man, by Donald T. Goley, his Attorney-in-Fact

he is personally known to me or he has produced his Florida driver's license as identification.

Sara K. Braslow  
Notary Public - State of Florida  
My Commission Expires March 28, 2008  
Comm. No. DD 304286

Sara K. Braslow  
Printed Name:  
Notary Public  
My Commission Expires:

**RESIDENTIAL SALES  
ABUTTING ROADWAY MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County Employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: E. La Rua Street

Legal Address of Property: 1027 E. La Rua Street, Pensacola, FL 32501

The County (X) has accepted ( ) has not accepted the abutting roadway for maintenance.

This form completed by: Denis A. Braslow, Attorney at Law  
917 N. 12<sup>th</sup> Avenue  
Pensacola, FL 32501

WITNESSES AS TO SELLER(S):

*Wardell Foley by Donald Foley*  
\_\_\_\_\_  
*Jana Braslow*  
\_\_\_\_\_

WITNESSES AS TO BUYER(S):

*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

THIS FORM IS APPROVED BY THE  
ESCAMBIA COUNTY BOARD OF COUNTY  
COMMISSIONERS

**The current legal descriptions is as follows:**

LOT 9 AND LOT 10, BLOCK 63, NEW CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

LOT 11 AND THE EAST 20.00 FEET OF LOT 12, BLOCK 63, NEW CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

**The new legal descriptions would be as follows:**

LOT 9 AND LOT 10, AND THE WEST 10 FEET OF 11<sup>TH</sup> AVENUE ADJACENT TO AND CONTINGUOUS WITH LOT 10, BLOCK 63, NEW CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

LOT 11, THE EAST 20.00 FEET OF LOT 12 AND THE WEST 10 FEET OF 11<sup>TH</sup> AVE ADJACENT TO AND CONTINGUOUS WITH LOT 11, BLOCK 63, NEW CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

- (a) Residential design manufactured homes when proposed in the R-1AA zoning district subject to regulations in 62.
- (b) Bed and breakfast subject to regulations in section 12-2-55.
- (c) Childcare facilities subject to regulations in section 12-2-58.
- (d) Accessory office units subject to regulations in section 12-2-51.
- (D) *Development permitted.*
- (a) Conventional subdivision subject to regulations in section 12-2-76.
- (b) Special planned development subject to regulations in section 12-2-77.
- (E) *Regulations for development within the medium density residential land use district.* Table 12-2.2 and 12-2.3 describes requirements for the one-and two-family residential zoning districts.

**TABLE 12-2.2**  
**REGULATIONS FOR THE MEDIUM DENSITY RESIDENTIAL ZONING DISTRICTS**

Standards	R-1AA			R-1A		
	Single Family Detached	Two-Family Attached (Duplex)	**Single Family Attached (Townhouses)	Single Family Detached	Two-Family Attached (Duplex)	**Single Family Attached (Townhouses)
Maximum Residential Gross Density	8.7 units per acre	11.6 units per acre	11.6 units per acre	12.4 units per acre	17.4 units per acre	17.4 units per acre
Minimum Lot Area	5,000 s.f.	7,500 s.f.	3,750 s.f.	3,500 s.f.	5,000 s.f.	2,500 s.f.
Lot Width at Minimum Building Setback Line	40 feet	60 feet	30 feet	30 feet	50 feet	25 feet
Minimum Lot Width at Street R-O-W Line	40 feet	50 feet	25 feet	30 feet	50 feet	25 feet
Minimum Yard Requirements *Front Yard Side Yard Rear Yard	(Minimum Building Setbacks) 30 feet 6 feet 30 feet			(Minimum Building Setbacks) 20 feet 5 feet 25 feet		
Off-Street Parking	1 space/unit		2 sp./unit	1 space/unit		2 sp./unit

Maximum Building Height	35 feet (Except as provided in <u>Sec. 12-2-39</u> )	35 feet (Except as provided in <u>Sec. 12-2-39</u> )
<p>* The front yard depths in the R-1AA and R-1A districts shall not be less than the average depths of all front and street side yards located on either side of the block face, up to the minimum yard requirement; in case there are no other dwellings in the block, the front yard depths shall be no less than the footages noted.</p>		
<p>** Each single-family attached dwelling unit must 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.</p>		
<p>*** All future residential development on parcels changed to a Medium Density Residential (MDR) zoning district via the passage of Ord. No. 23-16, effective on August 18, 2016, shall be considered legal non-conforming and may utilize the R-1A zoning district standards applicable to lot width, lot area and setbacks.</p>		

TABLE 12-2.3

Standards	R-1B		
	Single Family Detached	Two-Family Attached (Duplex)	**Single Family Attached (Townhouses)
Maximum Residential Gross Density	8.7 units per acre	11.6 units per acre	17.4 units per acre
Minimum Yard Requirements *Front Yard Side Yard Rear Yard	(Minimum Building Setbacks)		
	10 feet		
	5 feet		
	10 feet		
Off-Street Parking	1 space/unit		
Maximum Building Height	45 feet (Except as provided in <u>Sec. 12-2-39</u> )		



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

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

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND VACATING  
A PORTION OF THE NORTH 11<sup>TH</sup> AVENUE RIGHT OF WAY;  
IN PENSACOLA, ESCAMBIA COUNTY, STATE OF  
FLORIDA; REPEALING CLAUSE; AND PROVIDING AN  
EFFECTIVE DATE.

WHEREAS, a public hearing was held on March 8, 2018, as  
to the vacation of a portion of the Avery Street right of way;  
Pensacola, Escambia County, Florida; and

WHEREAS, the vacation of said right-of-way, hereinafter  
described, will contribute to the general welfare of the City of  
Pensacola in that said right-of-way is no longer needed as a public  
thoroughfare; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the following described right of way in  
Pensacola, Escambia County, Florida is hereby closed,  
discontinued, vacated and forever abandoned by the City of  
Pensacola as a public thoroughfare:

The West 10.00 feet of North 11<sup>th</sup> Avenue adjacent to and  
contiguous with Lot 10 and Lot 11, Block 63, New City  
Tract, City of Pensacola, Escambia County, State of  
Florida, According to the map of said City copyrighted  
by Thomas C. Watson in 1906.

SECTION 2. That the owners of the abutting property be,  
and they are hereby authorized to acquire possession of the right-  
of-way more particularly described in Section 1 of this ordinance,  
and the City of Pensacola does hereby abandon all claim of right,  
if any it has, in said property, and it shall remain and be the  
property of the abutting property owners.

SECTION 3. That, notwithstanding the foregoing sections,  
the City of Pensacola reserves for itself, Gulf Power



Company, Bell South, Cox Cable, and the Emerald Coast Utilities Authority, their successors and assigns, a full width easement in the entire portion the right of way vacated hereby for the purpose of locating and maintaining public utilities and improvements.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

Passed: \_\_\_\_\_

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

Attest:

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



**Tony Terhaar**

---

**From:** J F Phelps <jfp001@bellsouth.net>  
**Sent:** Monday, April 22, 2019 11:20 AM  
**To:** Tony Terhaar  
**Subject:** 1027 E LaRua St

Hi,  
I am the owner of 1027 E La Rua St in Pensacola.  
Parcel #000S009025090063

I would like to join Mr Terhaar in the vacating 10 feet of 11th St Easement along my property.  
Please include me in this process.  
Please call me if you need any additional information from me.  
Thanks,  
Frasier Phelps  
850-485-2665

**L.E. SHONTZ AND ASSOCIATES, INC.**  
 LAND SURVEYING AND LAND PLANNING  
 98 East Carden St. Office (850) 470-0532  
 Pensacola, Florida 32502 Fax (850) 438-0015

REQUESTED BY: J.T. HARGROVE DRAWING NO: 05-11254

- NOTES:
- THIS SURVEY WAS PREPARED FOR THE CLIENT SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT PRIOR WRITTEN CONSENT FROM THIS SURVEYOR.
  - ALL MEASUREMENTS WERE MADE ACCORDING TO UNITED STATES STANDARD FOOT.
  - ENCROACHMENTS AS SHOWN HEREON ARE ONLY THOSE ABOVE GROUND VISIBLE OBJECTS OBSERVED BY THE UNDERSIGNING SURVEYOR.
  - NO UNDERGROUND STRUCTURES OR UTILITIES WERE DETERMINED BY THIS SURVEYOR.
  - THE DIMENSIONS OF THE BUILDING AS SHOWN HEREON DO NOT INCLUDE THE EAVE OVERHANG OR THE FOOTING TO THE FOUNDATION.
  - NO TITLE SEARCH WAS PROVIDED TO NOR PERFORMED BY LE SHONTZ AND ASSOCIATES, INC. FOR THE SUBJECT PROPERTY, AS THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS OF WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF SUBJECT PROPERTY.
  - ALL DISTANCES, BEARINGS OR ANGLES ARE AS FIELD MEASURED, DEED OR PLATTED MEASUREMENTS ARE NOTED.
  - THE CERTIFICATIONS AS PROVIDED ON THIS SURVEY IS A STATEMENT OF PROFESSIONAL OPINION BASED ON THE FIELD & DOCUMENTARY EVIDENCE AVAILABLE AT THE TIME OF THIS SURVEY.
  - OWNERSHIP OF FENCES UNKNOWN TO THIS SURVEYOR.
  - DO NOT USE HOUSE TIES TO RECONSTRUCT DEED LINES.

FIP=FOUND IRON PIPE	Δ=CENTRAL ANGLE	° = DEGREE
FIR=FOUND IRON ROD	R=RADIUS	' = MINUTE
SIR=SET IRON ROD 5/8"	L=ARC LENGTH	" = SECOND
FCM=FOUND CONCRETE MONUMENT	CD=CHORD DISTANCE	T/B=TOP OF BANK
SCM=SET CONCRETE MONUMENT	CB=CHORD BEARING	COMP=COMPLETED
D=DEED	BLK=BLOCK	CAL=CALCULATED
F=FLAT	EL=ELEVATION	BSL=BUILDING
F=FIELD	PFL=FINISH FLOOR	SETBACK LINE
CONC=CONCRETE	NTS=NOT TO SCALE	PRC=POINT OF REVERSE CURVATURE
POC=POINT OF COMMENCEMENT	AC=AIR CONDITIONING	PCC=POINT OF COMPOUND CURVATURE
POB=POINT OF BEGINNING	R/W=RIGHT OF WAY	CL=CURVATURE
PI=POINT OF INTERSECTION	CL=CENTERLINE	(TYP)=TYPICAL
PT=POINT OF TANGENCY	PCP=PERMANENT CONTROL POINT	
PC=POINT OF CURVE	PRM=PERMANENT REFERENCE MONUMENT	

FLOOD STATEMENT:  
 ZONE: "X" BASE FLOOD ELEVATION: N/A  
 PANEL NUMBER: 120082-0387-E AS DATED: 2-23-00

NOTE: THIS DETERMINATION IS BASED ON THE FLOOD INSURANCE RATE MAP. THIS DETERMINATION DOES NOT IMPLY THAT THE REFERENCED PROPERTY WILL OR WILL NOT BE FREE FROM FLOODING OR DAMAGE. A PROPERTY NOT IN A SPECIAL FLOOD HAZARD AREA MAY BE DAMAGED BY A FLOOD GREATER THAN THAT PREDICTED ON THE FIRM MAP OR FROM A DRAINAGE PROBLEM NOT SHOWN ON THE FLOOD MAP

Scale	Field Date	Field Book	Page
1"=30'	7.21.05	220	55
Boundary			
Site Plan			
Foundation			
Final			

ADDRESS 1090 E. BELMONT STREET

**REVISIONS**

DATE	INITIAL

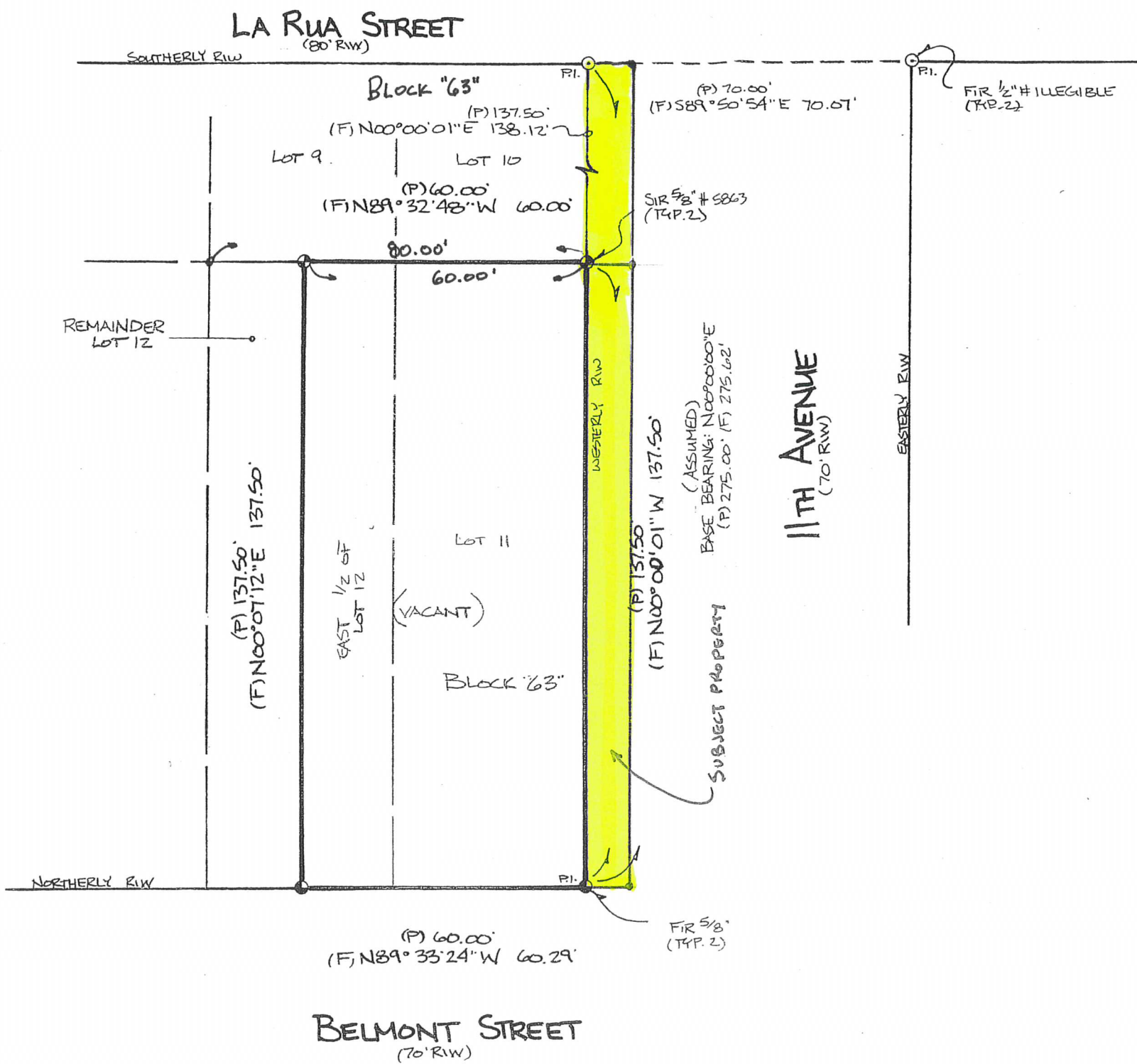
SECTION 22 TOWNSHIP 2-S RANGE 30-W COUNTY ESC.  
 BASIS OF BEARING N00°00'00" E, N. R/W, 11TH AVENUE

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL RAISED SEAL & SIGNATURE OF A FLORIDA LICENSED SURVEYOR

I HEREBY CERTIFY THAT THE SURVEY AS SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES

L.E. SHONTZ AND ASSOCIATES, INC.  
 98 EAST CARDEN STREET, PENSACOLA, FLORIDA

*L.E. Shontz* 7-2205  
 L.E. SHONTZ, PROFESSIONAL SURVEYOR & MAPPER  
 REGISTRATION NUMBER 5863 LB NUMBER 7166  
 STATE OF FLORIDA



**CERTIFY TO:**  
 TERHAAR & CRONLEY DEVELOPMENT COMPANY, LLC.  
 BEGGS & LANE, RLLP.  
 CHICAGO TITLE INSURANCE COMPANY

**DESCRIPTION:**  
 LOT 11 AND THE EAST 1/2 OF LOT 12, BLOCK 63, NEW CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA ACCORDING TO MAP OF SAID CITY AS COPYRIGHTED BY THOMAS C. WATSON IN 1906.





Chris Jones, Escambia County Property Appraiser

SEE VICINITY PLAN



CA007

CA048

CA068

CA047

CA069

N 1st Ave

E Jackson St

E La Rua St

E Belmont St

E Wright St

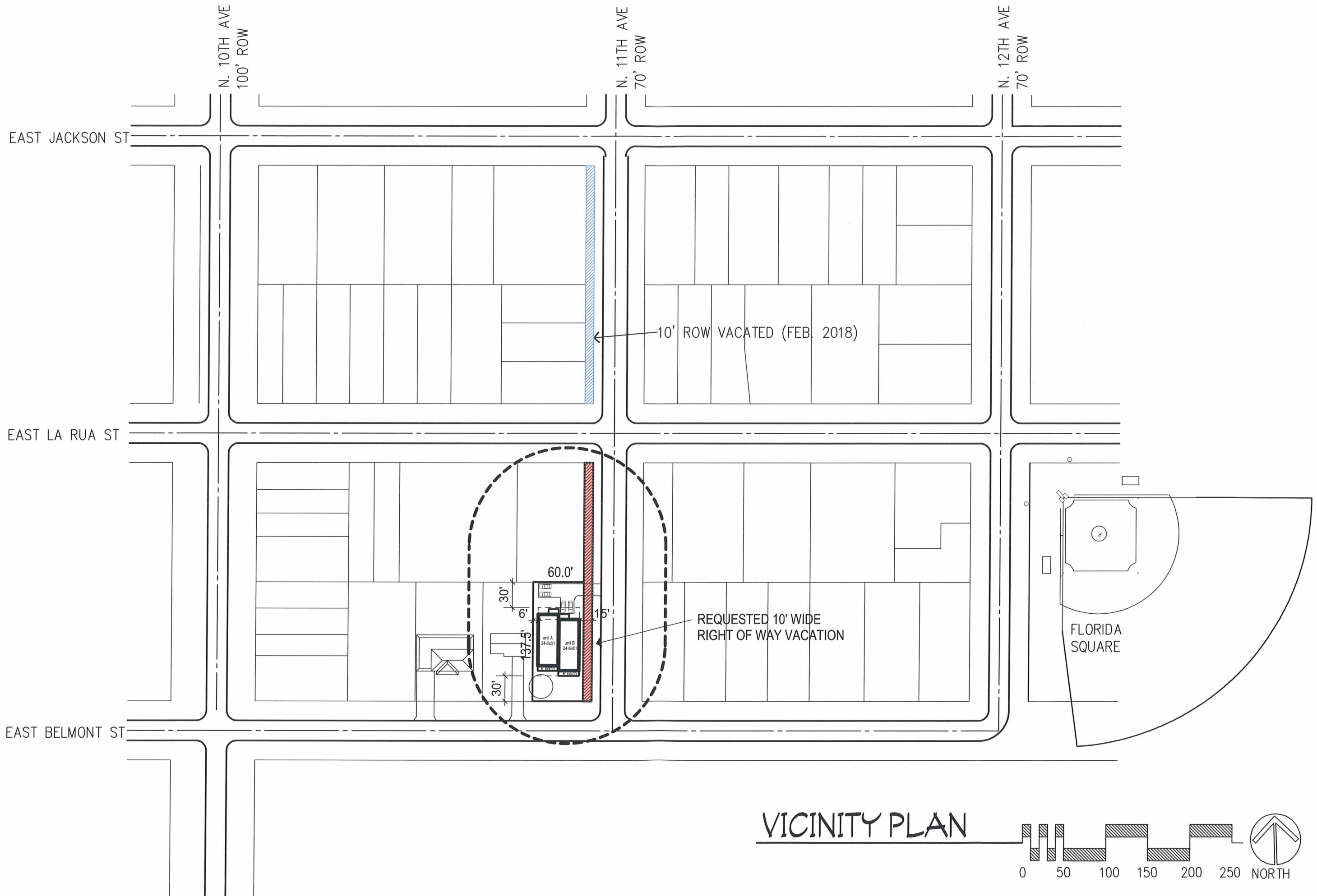
N 1st Ave

N 2nd Ave

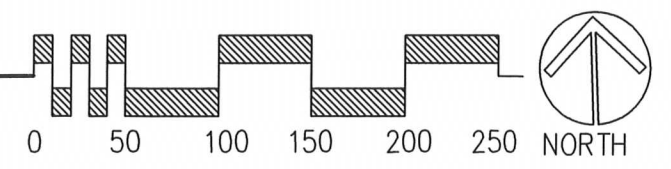
N 3rd Ave

E La Rua St

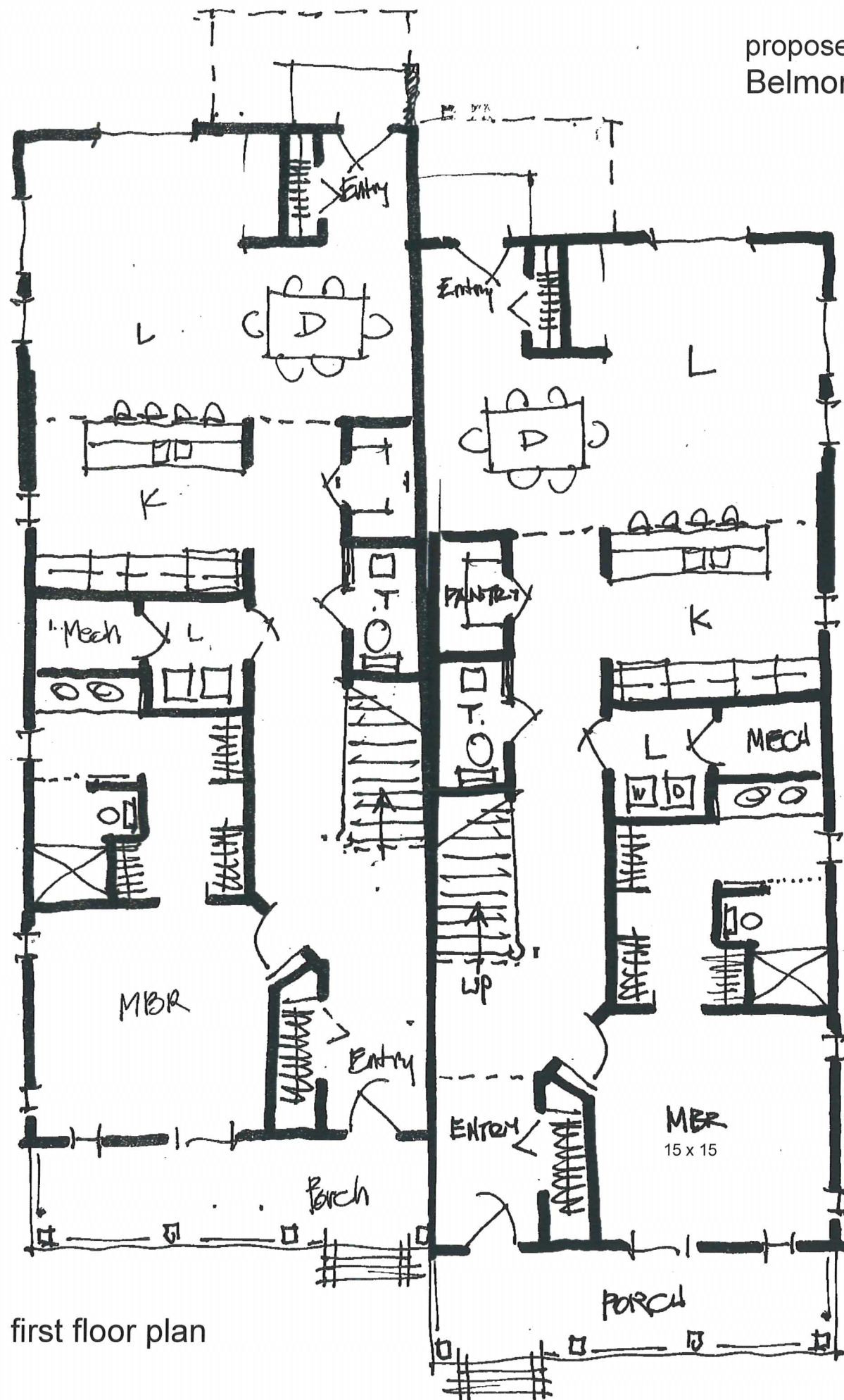




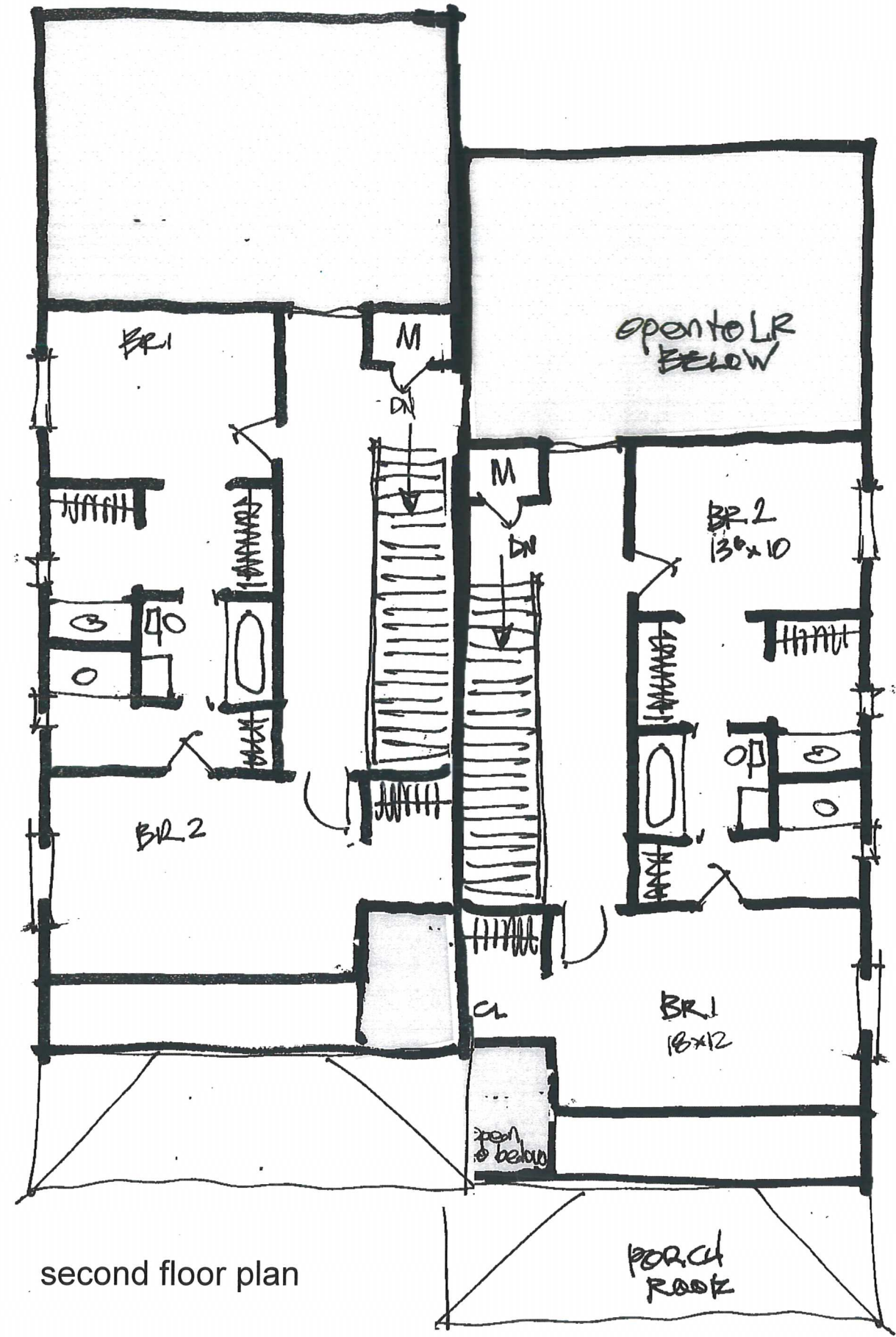
# VICINITY PLAN



proposed Townhomes  
Belmont and 11th Ave

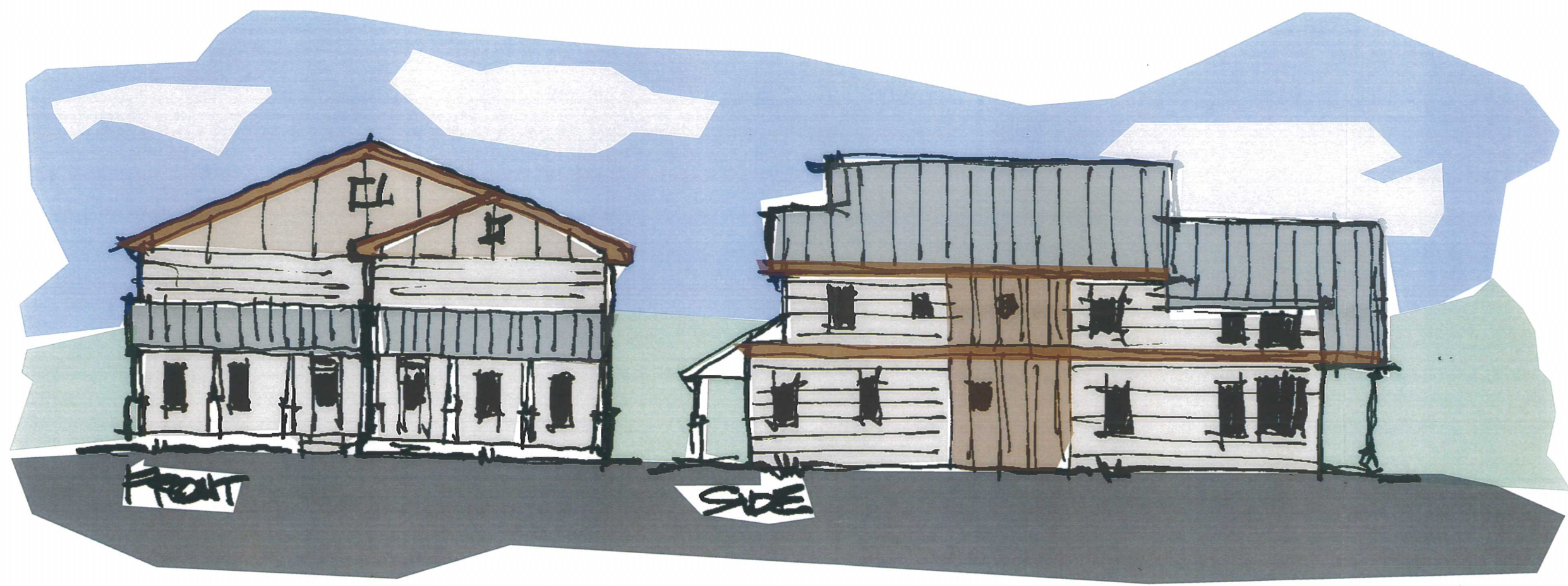


first floor plan



second floor plan







## Brandi Deese

---

**From:** Simmons, Kellie <Kellie.Simmons@nexteraenergy.com>  
**Sent:** Friday, May 3, 2019 4:28 PM  
**To:** Brandi Deese  
**Subject:** RE: Vacation

Yes, that would be fine. As long as we are covered for what we have there.

-----Original Message-----

**From:** Brandi Deese <bdeese@cityofpensacola.com>  
**Sent:** Friday, May 3, 2019 3:55 PM  
**To:** Simmons, Kellie <Kellie.Simmons@nexteraenergy.com>  
**Subject:** FW: Vacation

CAUTION - EXTERNAL EMAIL

Kellie -

Would an easement cover it or would you need more? Please advise as I am trying to post the agenda and meet a deadline. Thanks.

Brandi C. Deese  
Assistant Planning Services Administrator Visit us at <http://cityofpensacola.com>  
222 W Main St.  
Pensacola, FL 32502  
Direct Office: 850.435.1697  
Planning Services: 850.435.1670  
[bdeese@cityofpensacola.com](mailto:bdeese@cityofpensacola.com)

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-----Original Message-----

**From:** Brandi Deese  
**Sent:** Friday, May 3, 2019 10:15 AM  
**To:** 'Kellie Simmons' <kelliesimmons88@yahoo.com>  
**Subject:** RE: Vacation

Would an easement cover it or you need more?

Brandi C. Deese  
Assistant Planning Services Administrator Visit us at <http://cityofpensacola.com>  
222 W Main St.

Pensacola, FL 32502  
Direct Office: 850.435.1697  
Planning Services: 850.435.1670  
bdeese@cityofpensacola.com

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-----Original Message-----

From: Kellie Simmons [mailto:kelliesimmons88@yahoo.com]  
Sent: Friday, May 3, 2019 9:53 AM  
To: Brandi Deese <bdeese@cityofpensacola.com>  
Subject: Vacation

Brandi:

We have a pole and anchor in the North end and need to retain rights for that (10') . We have a duplex coming in from the south to a street light about midway up that street. Let me know what you want us to do.

Thanks,  
Kellie

Sent from my iPhone



AT&T  
605 W. Garden ST, Suite 218  
Pensacola, FL 32502

T: 850-436-1495  
F: 850-436-1486  
www.att.com

April 30, 2019

Anthony L. Terhaar Enterprises, Inc.  
1401 E. Belmont Street  
Pensacola, FL 32501

Re: Petition to Vacate Right-of-Way N 11<sup>th</sup> Ave between E Larua St and E Belmont St

Mr. Green,

AT&T Florida has reviewed your request to vacate the right-of-way west of N 11<sup>th</sup> Ave as described in the documents received via email from the City of Pensacola dated April 25, 2019.

AT&T Florida has facilities in place in the right-of-way location you described.

Due to this, AT&T Florida cannot agree to the vacation of the described right-of-way without a utility easement from the owners, City of Pensacola. If you have any questions or concerns regarding this matter please don't hesitate to call.

Sincerely,

*Brad Sauers*

Brad Sauers  
AT&T Florida  
Manager, OSP PLANNING AND ENGINEERING DESIGN  
850-436-1495

## Brandi Deese

---

**From:** Andre Calaminus <andre.calaminus@ecua.fl.gov>  
**Sent:** Wednesday, May 1, 2019 9:27 AM  
**To:** Brandi Deese  
**Subject:** RE: Vacation of Right-of-Way Request for 11th Avenue

Good morning Brandi,

ECUA has no comment on this right-of-way vacation request. ECUA has a sewer main in the center of the 11<sup>th</sup> Avenue right-of-way, but nothing in this 10' strip as described by the applicant.

Thanks,

**Andre Calaminus | Right of Way Agent | Emerald Coast Utilities Authority |**  
P.O. Box 17089 | Pensacola, FL 32522-7089 | Web: [www.ecua.fl.gov](http://www.ecua.fl.gov) |  
Phone: (850) 969-5822 | Fax: (850) 969-6511 |

---

**From:** Brandi Deese [mailto:bdeese@cityofpensacola.com]  
**Sent:** Thursday, April 25, 2019 11:17 AM  
**To:** Andre Calaminus <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Dennis Fleming <DFleming@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (KF5345@att.com) <KF5345@att.com>; Kellie L. - Gulf Power Simmons (Kellie.Simmons@nexteraenergy.com) <Kellie.Simmons@nexteraenergy.com>; KENNINGTON, STEPHEN <sk1674@att.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>  
**Cc:** Leslie Statler <LStatler@cityofpensacola.com>; Amy Hargett <ahargett@cityofpensacola.com>  
**Subject:** Vacation of Right-of-Way Request for 11th Avenue

Good Morning –

Please review and comment on the attached vacation of Right-of-Way request for 11<sup>th</sup> Avenue between LaRua and Belmont Streets. Please provide comments by close of business on Friday, May 3, 2019. Thanks!

## Brandi C. Deese

*Assistant Planning Services Administrator*

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Direct Office: 850.435.1697

Planning Services: 850.435.1670

[bdeese@cityofpensacola.com](mailto:bdeese@cityofpensacola.com)



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This email has been processed by Smoothwall Anti-Spam - [www.smoothwall.net](http://www.smoothwall.net)



## Brandi Deese

---

**From:** Diane Moore  
**Sent:** Friday, April 26, 2019 9:55 AM  
**To:** Brandi Deese  
**Subject:** RE: Vacation of Right-of-Way Request for 11th Avenue

Brandi,  
Pensacola Energy has a small section of gas main currently along the northern half of the area to be vacated. While our plan is to abandon this section of pipe in the future with the replacement work we have been doing, we would like to reserve a utility easement as was done in the vacate between La Rua and Jackson.

Please let me know if you have any questions.

Regards,  
Diane

Diane Moore | Gas Distribution Engineer  
Pensacola Energy | 1625 Atwood Drive, Pensacola, FL 32514  
Desk: 850-474-5319 | Cell: 850-324-8004 | Fax: 850-474-5331  
Email: [dmoore@cityofpensacola.com](mailto:dmoore@cityofpensacola.com)

\*\*\*Please consider the environment before printing this email.



For Non-Emergency Citizen Requests, Dial 311 or visit [Pensacola311.com](http://Pensacola311.com)

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---

**From:** Brandi Deese  
**Sent:** Thursday, April 25, 2019 11:17 AM  
**To:** Andre Calaminus; Annie Bloxson; Bill Kimball; Brad Hinote; Brian Cooper; Chris Mauldin; Dennis Fleming; Derrik Owens; Diane Moore; Jonathan Bilby; Karl Fenner (KF5345@att.com); Kellie L. - Gulf Power Simmons (Kellie.Simmons@nexteraenergy.com); KENNINGTON, STEPHEN; Miriam Woods; Paul A Kelly(GIS); Robbie Weekley; Ryan J. Novota; Sherry Morris  
**Cc:** Leslie Statler; Amy Hargett  
**Subject:** Vacation of Right-of-Way Request for 11th Avenue

Good Morning –  
Please review and comment on the attached vacation of Right-of-Way request for 11<sup>th</sup> Avenue between LaRua and Belmont Streets. Please provide comments by close of business on Friday, May 3, 2019. Thanks!

**Brandi C. Deese**  
*Assistant Planning Services Administrator*

## Brandi Deese

---

**From:** Jonathan Bilby  
**Sent:** Friday, April 26, 2019 7:20 AM  
**To:** Brandi Deese  
**Subject:** RE: Vacation of Right-of-Way Request for 11th Avenue

I don't have any issues with it from a Building Code or Inspections standpoint.

Jonathan Bilby, MCP, CFM  
Inspection Services Administrator  
Visit us at <http://cityofpensacola.com>  
222 W Main St.  
Pensacola, FL 32502  
Office: 850.435.1748  
Fax: 850.595.1464  
[jbilby@cityofpensacola.com](mailto:jbilby@cityofpensacola.com)



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**To:** Andre Calaminus <[andre.calaminus@ecua.fl.gov](mailto:andre.calaminus@ecua.fl.gov)>; Annie Bloxson <[ABloxson@cityofpensacola.com](mailto:ABloxson@cityofpensacola.com)>; Bill Kimball <[bkimball@cityofpensacola.com](mailto:bkimball@cityofpensacola.com)>; Brad Hinote <[bradhinote@cityofpensacola.com](mailto:bradhinote@cityofpensacola.com)>; Brian Cooper <[bcooper@cityofpensacola.com](mailto:bcooper@cityofpensacola.com)>; Chris Mauldin <[CMauldin@cityofpensacola.com](mailto:CMauldin@cityofpensacola.com)>; Dennis Fleming <[DFleming@cityofpensacola.com](mailto:DFleming@cityofpensacola.com)>; Derrik Owens <[DOwens@cityofpensacola.com](mailto:DOwens@cityofpensacola.com)>; Diane Moore <[DMoore@cityofpensacola.com](mailto:DMoore@cityofpensacola.com)>; Jonathan Bilby <[JBilby@cityofpensacola.com](mailto:JBilby@cityofpensacola.com)>; Karl Fenner (KF5345@att.com) <[KF5345@att.com](mailto:KF5345@att.com)>; Kellie L. - Gulf Power Simmons (Kellie.Simmons@nexteraenergy.com) <[Kellie.Simmons@nexteraenergy.com](mailto:Kellie.Simmons@nexteraenergy.com)>; KENNINGTON, STEPHEN <[sk1674@att.com](mailto:sk1674@att.com)>; Miriam Woods <[MWoods@cityofpensacola.com](mailto:MWoods@cityofpensacola.com)>; Paul A Kelly(GIS) <[PAKelly@cityofpensacola.com](mailto:PAKelly@cityofpensacola.com)>; Robbie Weekley <[rweekley@cityofpensacola.com](mailto:rweekley@cityofpensacola.com)>; Ryan J. Novota <[RNovota@cityofpensacola.com](mailto:RNovota@cityofpensacola.com)>; Sherry Morris <[SMorris@cityofpensacola.com](mailto:SMorris@cityofpensacola.com)>  
**Cc:** Leslie Statler <[LStatler@cityofpensacola.com](mailto:LStatler@cityofpensacola.com)>; Amy Hargett <[ahargett@cityofpensacola.com](mailto:ahargett@cityofpensacola.com)>  
**Subject:** Vacation of Right-of-Way Request for 11th Avenue

Good Morning –

Please review and comment on the attached vacation of Right-of-Way request for 11<sup>th</sup> Avenue between LaRua and Belmont Streets. Please provide comments by close of business on Friday, May 3, 2019. Thanks!



## Brandi Deese

---

**From:** Annie Bloxson  
**Sent:** Wednesday, May 1, 2019 7:45 AM  
**To:** Brandi Deese  
**Subject:** RE: Vacation of Right-of-Way Request for 11th Avenue

Good Morning,

I have no issues with the request to vacate the Right-of-Way between LaRua and Belmont.

Respectfully,

### Annie Bloxson

Fire Marshal

Visit us at [PensacolaFire.com](http://PensacolaFire.com)

475 E. Strong St.

Pensacola, FL 32501

Office: 850.436.5200

[abloxson@cityofpensacola.com](mailto:abloxson@cityofpensacola.com)



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---

**From:** Brandi Deese <[bdeese@cityofpensacola.com](mailto:bdeese@cityofpensacola.com)>

**Sent:** Thursday, April 25, 2019 11:17 AM

**To:** Andre Calaminus <[andre.calaminus@ecua.fl.gov](mailto:andre.calaminus@ecua.fl.gov)>; Annie Bloxson <[ABloxson@cityofpensacola.com](mailto:ABloxson@cityofpensacola.com)>; Bill Kimball <[bkimball@cityofpensacola.com](mailto:bkimball@cityofpensacola.com)>; Brad Hinote <[bradhinote@cityofpensacola.com](mailto:bradhinote@cityofpensacola.com)>; Brian Cooper <[bcooper@cityofpensacola.com](mailto:bcooper@cityofpensacola.com)>; Chris Mauldin <[CMauldin@cityofpensacola.com](mailto:CMauldin@cityofpensacola.com)>; Dennis Fleming <[DFleming@cityofpensacola.com](mailto:DFleming@cityofpensacola.com)>; Derrik Owens <[DOWens@cityofpensacola.com](mailto:DOWens@cityofpensacola.com)>; Diane Moore <[DMoore@cityofpensacola.com](mailto:DMoore@cityofpensacola.com)>; Jonathan Bilby <[JBilby@cityofpensacola.com](mailto:JBilby@cityofpensacola.com)>; Karl Fenner (KF5345@att.com) <[KF5345@att.com](mailto:KF5345@att.com)>; Kellie L. - Gulf Power Simmons (Kellie.Simmons@nexteraenergy.com) <[Kellie.Simmons@nexteraenergy.com](mailto:Kellie.Simmons@nexteraenergy.com)>; KENNINGTON, STEPHEN <[sk1674@att.com](mailto:sk1674@att.com)>; Miriam Woods <[MWoods@cityofpensacola.com](mailto:MWoods@cityofpensacola.com)>; Paul A Kelly(GIS) <[PAKelly@cityofpensacola.com](mailto:PAKelly@cityofpensacola.com)>; Robbie Weekley <[rweekley@cityofpensacola.com](mailto:rweekley@cityofpensacola.com)>; Ryan J. Novota <[RNovota@cityofpensacola.com](mailto:RNovota@cityofpensacola.com)>; Sherry Morris <[SMorris@cityofpensacola.com](mailto:SMorris@cityofpensacola.com)>

## Brandi Deese

---

**From:** Derrick Owens  
**Sent:** Wednesday, May 1, 2019 2:24 PM  
**To:** Brandi Deese  
**Cc:** Brad Hinote; Ryan J. Novota; Roger Williams  
**Subject:** RE: Vacation of Right-of-Way Request for 11th Avenue

PW&F has no issue with the request...

---

**From:** Brandi Deese  
**Sent:** Wednesday, May 01, 2019 1:46 PM  
**To:** Bill Kimball <[bkimball@cityofpensacola.com](mailto:bkimball@cityofpensacola.com)>; Brad Hinote <[bradhinote@cityofpensacola.com](mailto:bradhinote@cityofpensacola.com)>; Brian Cooper <[bcooper@cityofpensacola.com](mailto:bcooper@cityofpensacola.com)>; Chris Mauldin <[CMauldin@cityofpensacola.com](mailto:CMauldin@cityofpensacola.com)>; Dennis Fleming <[DFleming@cityofpensacola.com](mailto:DFleming@cityofpensacola.com)>; Derrick Owens <[DOwens@cityofpensacola.com](mailto:DOwens@cityofpensacola.com)>; 'Kellie L. - Gulf Power Simmons (Kellie.Simmons@nexteraenergy.com)' <[Kellie.Simmons@nexteraenergy.com](mailto:Kellie.Simmons@nexteraenergy.com)>; Miriam Woods <[MWoods@cityofpensacola.com](mailto:MWoods@cityofpensacola.com)>; Paul A Kelly(GIS) <[PAKelly@cityofpensacola.com](mailto:PAKelly@cityofpensacola.com)>; Robbie Weekley <[rweekley@cityofpensacola.com](mailto:rweekley@cityofpensacola.com)>; Ryan J. Novota <[RNovota@cityofpensacola.com](mailto:RNovota@cityofpensacola.com)>; Sherry Morris <[SMorris@cityofpensacola.com](mailto:SMorris@cityofpensacola.com)>  
**Subject:** FW: Vacation of Right-of-Way Request for 11th Avenue

Good Afternoon –

Just a quick reminder that comments are due by Friday, May 3, 2019 for this agenda item to move forward to Planning Board. Thank you.

### Brandi C. Deese

Assistant Planning Services Administrator

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Direct Office: 850.435.1697

Planning Services: 850.435.1670

[bdeese@cityofpensacola.com](mailto:bdeese@cityofpensacola.com)



FLORIDA'S FIRST & FUTURE

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**Sent:** Thursday, April 25, 2019 11:17 AM  
**To:** Andre Calaminus <[andre.calaminus@ecua.fl.gov](mailto:andre.calaminus@ecua.fl.gov)>; Annie Bloxson ([ABloxson@cityofpensacola.com](mailto:ABloxson@cityofpensacola.com)) <[ABloxson@cityofpensacola.com](mailto:ABloxson@cityofpensacola.com)>; Bill Kimball <[bkimball@cityofpensacola.com](mailto:bkimball@cityofpensacola.com)>; Brad Hinote ([bradhinote@cityofpensacola.com](mailto:bradhinote@cityofpensacola.com)) <[bradhinote@cityofpensacola.com](mailto:bradhinote@cityofpensacola.com)>; Brian Cooper <[bcooper@cityofpensacola.com](mailto:bcooper@cityofpensacola.com)>; Chris Mauldin ([CMauldin@cityofpensacola.com](mailto:CMauldin@cityofpensacola.com)) <[CMauldin@cityofpensacola.com](mailto:CMauldin@cityofpensacola.com)>; Dennis Fleming <[DFleming@cityofpensacola.com](mailto:DFleming@cityofpensacola.com)>; Derrick Owens ([DOwens@cityofpensacola.com](mailto:DOwens@cityofpensacola.com)) <[DOwens@cityofpensacola.com](mailto:DOwens@cityofpensacola.com)>; Diane Moore ([DMoore@cityofpensacola.com](mailto:DMoore@cityofpensacola.com)) <[DMoore@cityofpensacola.com](mailto:DMoore@cityofpensacola.com)>;



PLANNING SERVICES

**MINUTES OF THE PLANNING BOARD**

**May 14, 2019**

**MEMBERS PRESENT:** Vice Chair Kurt Larson, Nathan Monk, Danny Grundhoefer, Laurie Murphy, Ryan Wiggins

**MEMBERS ABSENT:** Chairman Paul Ritz, Nina Campbell,

**STAFF PRESENT:** Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner, Keith Wilkins, Assistant City Administrator, Brian Cooper, Parks and Recreation, Chris Johnston, Network Engineer, Councilman Terhaar, Councilwoman Myers

**OTHERS PRESENT:** Michael Bodenhausen, George Williams, Tony Terhaar, Michael Carro, Donald Redhead, Kelley Martinez

**AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from April 9, 2019.
- **New Business:**
  1. **Vacation of Right-of-Way – 400 Block of 11<sup>th</sup> Avenue (Between LaRua and Belmont Streets)**
  2. **Amendment to Land Development Code Section 12-2-11 Airport Land Use District**
  3. **Amendment to Conditional Use Permit – 501 S. Palafox Street (Al Fresco)**
  4. **Aesthetic Review – 501 S. Palafox Street (Al Fresco)**
- Open Forum
- Adjournment

**Call to Order / Quorum Present**

Vice Chairman Larson called the meeting to order at 2:01 pm with a quorum present and explained the Board procedures to the audience.

**Approval of Meeting Minutes**

Ms. Wiggins stated during open forum the first sentence was incorrect stating she was addressing saving some of the buildings downtown from demolition. Ms. Wiggins states her concerns actually were how many people have come before us concerned about demolition in East Hill and other areas. Ms. Wiggins would like corrections made to better represent what the discussion was about. Ms. Deese asked what would some suggestions be specifically and explained that the minutes are created directly from the recording. Ms. Wiggins also stated on the second page second sentence that East Hill is not considered a historic community. Ms. Deese ensured Ms. Wiggins that staff would review the recording and modify as much as possible.

Ms. Deese suggested that since modifications will be made, the approval for the April 9, 2019 minutes would be brought back next month for approval.

### **New Business**

#### **Vacation of Right-of-Way – 400 Block of 11th Avenue (Between LaRua and Belmont Streets)**

Anthony L. Terhaar Enterprises, LLC is requesting the approval of a 10-foot portion of the 400 Block of 11<sup>th</sup> Avenue between LaRua and Belmont Streets. The applicant has indicated the reason for the request is to attain the highest and best use of the property and to preserve and increase the property values in this area of East Hill. If granted, the additional 10 feet will allow the applicant to construct two single family attached structures instead of one single family detached structure. This request is consistent with a previous vacation of 11<sup>th</sup> Avenue to the North and will make the easterly property lines consistent within the southern-most two blocks of 11<sup>th</sup> Avenue.

This request has been routed through the various City departments and utility providers and those comments are attached for your review. Staff has been made aware that utilities are present within this right-of-way area and a full width easement will be included in the ordinance proposed to City Council.

Mr. Monk asked for clarity on the portion of right-of-way to be vacated. Ms. Deese stated only the yellow portion is the ten-foot portion to be vacated and if approved the ten-foot portion would become private property. Mr. Terhaar appeared before the Board and explained that since the same type of vacation took place on a piece of property above from LaRua to Belmont in order to increase the value of the property he wanted to also increase the value of his land. Mr. Terhaar also states his neighbor Mr. Phelps who owns the property to the North is in support. Ms. Murphy asked about the future use for the other property owned by Mr. Phelps. Mr. Terhaar stated he did not know; only that Mr. Phelps has owned the property for a while. Ms. Murphy also asked about AT&T's easement and if the ability to keep the driveway would still allow for AT&T to access their lines. Mr. Terhaar responded it was his understanding that AT&T would be satisfied as long as they had full access. Mr. Monk stated he did not see any problems with approving the request. **Mr. Monk motions to approve. Ms. Murphy seconds the motion. The motion carried unanimously.**

#### **Amendment to Land Development Code Section 12-2-11 Airport Land Use District**

Staff is requesting to amend Land Development Code Section 12-2-11 Airport Land Use District in order to modify the list of permitted uses specifically for the Airport Transition Zone (ATZ-1). The proposed amendment would be to modify the list of permitted uses to include Recreational Facilities – Not-For-Profit. The ATZ-1 zoning district is a small district that surrounds the Airport Restricted Zoning District (ARZ), which is all City owned property. The ATZ-1 has a limited list of permitted uses and this would expand the list in order for the new YMCA to be constructed at 2130 Summit Boulevard. The ATZ-1 zoning district is a separate district (non-cumulative) and this amendment would not directly impact other districts.

Ms. Laurie Murphy states the ATZ-1 already contains other facilities such as daycares, office use and residential use. Ms. Murphy states in her opinion it would depend on the size of the facility exactly what type of traffic, storm water infrastructure and the actual plan. Ms. Murphy states she does not have enough information to feel confident to agree to a recreational facility. Mr. Larson clarifies that at this point all the Board is deciding on is if they are going to allow recreation facilities, yes or no. Ms. Deese concurs and further states the Board needs to focus on the question presented, which is recreational facilities not-for-profit, is that a reasonable use within the AZT-1? Ms. Deese also states the Board is only looking at a text amendment, not a conditional use permit. Mr. Monk states his concern is he would have rather seen this as a conditional use so the Board would have more oversight. Mr. Monk also states that until he received calls with concerns, he did not feel this was a big deal.

Ms. Deese explained that the Board has the ability to approve, deny or approve with modifications. Mr. Larson asked for a representative from the City to discuss further. Mr. Keith Wilkins, Assistant City

Administrator appears before the Board and states the Mayor is in support of the project and agrees with Planning Staff that the issues with site plans or traffic is not in the purview of the Planning Board and he is here to convey the Mayor's support of the project. Mr. Wilkins also agrees with staff that the question is whether to approve, deny or approve with conditions. Mr. Wilkins again states how the operations between the City and YMCA and how they administer programs is an issue between them and not within the purview of Planning Board. Mr. Wilkins states Brian Cooper, Director of Parks and Recreation may be able to address questions more specifically. Mr. Cooper appears before the Board and explains that the Parks and Recreation Department are in a process of a Land Swap deal and this is a complicated process and City Council will have to approve the land swap. Currently Parks and Recreation are collaborating with the YMCA to reduce duplication of services. Mr. Cooper stated they want to do what is best for the community. Mr. Monk's concern again was possible privatization of government programs in which anyone who has access could in theory be denied. Mr. Cooper states the intent is not to stop offering services but to stop duplicating services in that area. Ms. Murphy asked how does an approval for something conditional work? Ms. Deese explained the Conditional Use Permit process and added that it would cause delays in this project which has specific deadlines. Upon question, Ms. Deese stated a conditional use is very specific to that project and not at all cookie cutter. After further discussion, **Ms. Wiggins motions to approve. Mr. Grundhoefer seconded the motion.** Mr. Monk states he will approve but still has concerns with known controversy and feels it would have been nice to better plan this out. **The motion carried unanimously.**

#### **Amendment to Conditional Use Permit – 501 S. Palafox Street (Al Fresco)**

##### **Aesthetic Review – 501 S. Palafox Street (Al Fresco)**

Scott Sallis, on behalf of Michael Carro, is requesting an amendment to the existing Conditional Use Permit for Mobile Restaurant Unit Development at 501 S. Palafox, also known as "Al Fresco". The proposed modification includes constructing a single story, slab on grade, metal building framed roof structure over a series of kitchens and retail kiosks. The retail kiosks will also be portable and secured in a manner similar to the existing air stream kitchens. The original Conditional Use Permit gained approval through a Land Development Code amendment that created Mobile Restaurant Unit Developments as an accessory use to the primary use of a restaurant. The details of the original approval are attached for your review. If the amendment to the Conditional Use Permit is granted, the applicant also seeks aesthetic approval of the improvements to the property.

Ms. Deese explained this is a discussion item only since based on when the application was received; notifications could not be mailed out. The request will come back to the Board in June. Ms. Deese also advised the Board could give aesthetic approval since notices were not required for that agenda item. Mr. Scott Sallis addressed the Board and stated the individual owners of the airstreams over the years have realized the weather and the winter make it difficult to turn a profit in keeping the project going strong. Mr. Sallis stated that Michael Carro and his team came to him and asked for help in covering the airstreams. Mr. Sallis explained he is asking for two things, aesthetic approval and amending the conditional use permit to allow retail, which is not part of the original conditional use permit. Mr. Sallis explained his clients are proposing to remove the airstreams and replace them with shipping containers and putting kitchens within the containers. Mr. Grundhoefer questioned if the shipping containers would be flood proof and not the kiosks? Mr. Sallis responds stating the original design was to use the flood proof construction model for a more permanent kitchen but they removed that design. Mr. Larson asked how many kitchens would there be? Mr. Sallis explained that he does not know but they will use the two units, could be four or could be more than four. Mr. Grundhoefer states he understands the kitchens will be flexible depending on whether tenants succeed or do not succeed. Ms. Murphy asked about grease traps. Mr. Sallis stated grease trap requirements would go through the building department and comply. Mr. Grundhoefer asked about the plaza which is required within the original conditional use and whether it would be kept in the new concept versus covering the whole space. Mr. Sallis states within the ordinance

it is required to have an open plaza. Mr. Grundhoefer stated that in many old cities they use an old warehouse look and feel. He feels Mr. Sallis may be missing an opportunity to create that feel on the corner. Mr. Monk stated he genuinely loves Al Fresco and was concerned about how the new proposal would look. He also stated the only thing that maybe an aesthetic issue for him is that the slant of the metal roof could be a distraction other than that he likes the concept. Mr. Carro addressed the opening on the corner and did not know if that is in the code. Mr. Sallis referenced the paver area is the 40 or 45 percent was required to be pavers. He also stated the reason for the openness was to maintain some of the palm trees. Mr. Grundhoefer supports the concept but feels it falls short of the details in the overhang. He further stated there is no brickwork or columns or ironwork and needs to feel like it is a part of the historic fabric of downtown. Mr. Monk stated he likes the idea that Al Fresco sticks out. Ms. Wiggins also agreed and stated it gives the downtown a bit of a funky feel.

Mr. Larson stated we like the concept but since this is a discussion item, you will need to come back with everything spelled out and convince us that you have met or exceeded all the requirements of the current ordinance. Mr. Larson further stated they wanted to know how the units would be removed? Mr. Monk wanted to know how soon would we see this happen once approved? Mr. Sallis defers to Mr. Carro. Mr. Carro states currently he is renewing short-term leases through end of October but his goal is to break ground in November and be open by March.

Ms. Wiggins wanted to know what does it do to block the wind in the winter? Mr. Carro responded he wanted have some type of screening and potentially the retail mobile units would act as a block. He further stated in addition to screening they could suspend heaters.

Mr. Sallis stated he hoped to secure a vote to send this to City Council in supporting retail as a part of the conditional use and a vote to support preliminary aesthetic review. Ms. Deese clarified the Board could approve a full final aesthetic review if Board feels comfortable with that – However the item will come back to this Board for approval on the conditional use permit next month. Mr. Monk recommended holding off and vote on both items next month. Mr. Grundhoefer agreed. Mr. Sallis wanted to clarify what the Board would be looking for more ornamental detail that looks like this was a building that adapted Al Fresco. Mr. Grundhoefer suggested exploring the idea of the building as a whole instead of chopping off the corner. **Mr. Monk motioned to postpone the item until next month, Ms. Murphy seconded.** Mr. Larson asked for any discussion. Ms. Deese clarifies the code language for Planning Board of 45 days and explains they have 45 days unless there is another time period specified. She further stated the Board could specify a longer period. After further discussion Ms. Deese advises there are three options; set a longer period of time in the event quorum is not met, deny the item or the applicant could withdraw. Mr. Monk stated he does not want to deny the item. **After further discussion, the motion to postpone and extend the time line to within two Planning Board meetings (63 days) passed unanimously.**

**Open Forum** – Mr. Grundhoefer thanks Brandi and states she has been an asset to this Board and the City.

**Adjournment** – With no further business, Vice Chairman Larson adjourned the meeting at 3:03 pm.

Respectfully Submitted,



Brandi C. Deese  
Secretary to the Board



Memorandum

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**File #:** 19-00249

City Council

6/13/2019

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**LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PUBLIC HEARING - PROPOSED AMENDMENT TO THE CODE OF THE CITY OF PENSACOLA - LAND DEVELOPMENT CODE SECTION 12-2-11 AIRPORT LAND USE DISTRICT - RECREATIONAL FACILITIES - NOT FOR PROFIT

**RECOMMENDATION:**

That City Council conduct the second of two Public Hearings on June 13, 2019 to consider an amendment to the Code of the City of Pensacola, Land Development Code Section 12-2-11- Airport Land Use District - Recreational Facilities - Not-For-Profit.

**HEARING REQUIRED:** Public

**SUMMARY:**

Land Development Code Section 12-2-11 Airport Land Use District contains the Airport Transition Zone (ATZ-1), which is a small zoning district that surrounds the Airport Restricted Zoning District, which is all City owned property. The ATZ-1 zoning district has a limited list of permitted uses and this amendment would modify the list of permitted uses to include Recreational Facilities - Not-for-Profit. This amendment would expand the list of permitted uses in order to accommodate the construction of a new YMCA at 2130 Summit Boulevard. The ATZ-1 zoning district is a separate district (non-cumulative) and this amendment would not directly impact other districts.

On May 14, 2019, Planning Board unanimously recommended approval of this request.

The City Council conducted the first public hearing on May 30, 2019.

**PRIOR ACTION:**

May 30, 2019 - City Council conducted the first public hearing.

**FUNDING:**

N/A



**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

5/21/2019

**STAFF CONTACT:**

Christopher L. Holley, City Administrator  
Sherry H. Morris, AICP, Planning Services Administrator  
Brian Cooper, Director of Parks and Recreation

**ATTACHMENTS:**

- 1) Proposed Ordinance
- 2) May 14, 2019 Planning Board Minutes

**PRESENTATION:** Yes

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

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

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 12-2-11 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AIRPORT LAND USE DISTRICT; RECREATIONAL FACILITIES – NOT FOR PROFIT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-2-11 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-2-11. - Airport land use district.

The regulations in this section shall be applicable to the airport restricted and airport transition zoning districts: ARZ, ATZ-1 and ATZ-2.

(A) *Purpose of district.* The airport land use district is established for the purpose of regulating land, owned by the Pensacola Regional Airport or immediately adjacent to the airport, which is considered sensitive due to its relationship to the runways and its location within noise zones "A" and "B" as defined in Chapter 12-11 of this title. Land zoned ARZ is owned by the city and allows only open space, recreational or commercial and industrial uses customarily related to airport operations. The areas designated as airport transitional zones are permitted a range of uses.

(B) *Uses permitted.*

(1) *ARZ, airport restricted zone (city-owned property).*

(a) The following three (3) sections of the airport restricted zone are limited to specific uses as defined below:

1. *ARZ-1.* The parcel of land located north of Summit Boulevard between two (2) airport transition zones (includes the Scott Tennis Center and airport drainage system). Uses within this zone will be limited to those uses described below in subsections (b) and (c).
2. *ARZ east of runway 8/26.* The parcel of land on the eastern end of runway 8/26, located between Avenida Marina and Gaberone Subdivision and between Spanish Trail and Scenic Highway. All land within this zone outside of the fifteen (15) acres required for clear zone at the eastern end of runway 8/26 will be retained as open space.

3. *ARZ south of runway 17/35.* The parcel of land at the southern end of runway 17/35, located north of Heyward Drive and east of Firestone Boulevard. All land within this zone outside of the twenty-eight and five-tenths (28.5) acres required for clear zone at the southern end of runway 17/35 will be retained as open space.
  - (b) Airport, airport terminal, air cargo facilities, and uses customarily related to airport operations and expansions.
  - (c) Golf course, tennis court, driving range, par three course, outdoor recreational facilities, provided that no such uses shall include seating or structures to accommodate more than one hundred (100) spectators or occupants.
  - (d) Service establishments such as auto rental and travel agencies, commercial parking lots and garages, automobile service station and similar service facilities.
  - (e) Warehousing and storage facilities.
  - (f) Industrial uses compatible with airport operations.
  - (g) Commercial uses to include hotels, motels, extended stay facilities, pharmacy, restaurant and drive through facilities, banks, office, post secondary education facilities, meeting facilities, dry cleaner, health club, exercise center, martial arts facility, bakery, floral shop, day care/child care facility, medical clinic, doctor and dentist offices, and retail services to include specialty shops and studios; or other similar or compatible uses.
  - (h) Other uses which the city council may deem compatible with airport operations and surrounding land uses pursuant to the city's Comprehensive Plan and the Airport Master Plan and as such uses that meet the FAA's requirements for airport activities.
- (2) *ATZ-1, airport transitional zone.*
  - (a) Single-family residential, attached or detached, 0-5 units per acre;
  - (b) Home occupations, subject to regulations in section 12-2-33;
  - (c) Offices;
  - (d) Family day care homes licensed by the Florida Department of Children and Family Services as defined in the Florida Statutes.
  - (e) Recreational Facilities – Not for Profit
  - (f) Conditional uses permitted:
    - a. Communications towers in accordance with section 12-2-44.
    - b. Rooftop mounted antennas in accordance with section 12-2-45.
- (3) *ATZ-2, airport transitional zone.*
  - (a) Any use allowed in the ATZ-1;
  - (b) Retail and service commercial; and,
  - (c) Aviation related facilities;
  - (d) Conditional uses permitted:

- a. Communications towers in accordance with section 12-2-44.
  - b. Rooftop mounted antennas in accordance with section 12-2-45.
- (C) *Review and approval process.* All private, nonaviation related development in the ARZ zone and all developments other than single-family residential within approved subdivisions within the ATZ-1 and ATZ-2 zones must comply with the development plan review and approval process as established in section 12-2-81.
- (D) *Regulations.* All development shall comply with applicable height and noise regulations as set forth in Chapter 12-11. All development must comply with design standards and is encouraged to follow design guidelines as established in section 12-2-82. All private, nonaviation related development within the ARZ zone and all development within ATZ-1 and ATZ-2 zones must comply with the following regulations:
- (1) *Airport land use restrictions.* Notwithstanding any provision to the contrary in this chapter, no use may be made of land or water within any zone established by this chapter in such a manner as to interfere with the operation of an airborne aircraft. The following special requirements shall apply to each permitted use:
    - (a) All lights or illumination used in conjunction with street, parking, signs or use of land structures shall be arranged and operated in such a manner that is not misleading or dangerous to aircraft operating from a public airport or in the vicinity thereof.
    - (b) No operations of any type shall produce electronic interference with navigation signals or radio communication between the airport and aircraft.
    - (c) No continuous commercial or industrial operations of any type shall produce smoke, glare or other visual hazards, within three (3) statute miles of any usable runway of a public airport, which would limit the use of the airport.
    - (d) Sanitary landfills will be considered as an incompatible use if located within areas established for the airport through the application of the following criteria:
      - 1. Landfills located within ten thousand (10,000) feet of any runway used or planned to be used by turbine aircraft.
      - 2. Landfills located within five thousand (5,000) feet of any runway used only by nonturbine aircraft.
      - 3. Landfills outside the above perimeters but within conical surfaces described by FAR Part 77 and applied to an airport will be reviewed on a case-by-case basis.
      - 4. Any landfill located and constructed in a manner that attracts or sustains hazardous bird movements from feeding, water, or roosting areas into, or across, the runways or approach and departure patterns of aircraft. The landfill operator must incorporate bird management techniques or other practices to minimize bird hazards to airborne aircraft.
    - (e) Obstruction lighting. Notwithstanding any provisions of section 12-11-2, the owner of any structure over one hundred fifty (150) feet above ground level shall install lighting on such structure in accordance with Federal Aviation Administration Advisory Circular 70/7460-1 and amendments thereto. Additionally, the high-intensity white obstruction lights shall be installed on a high structure which exceeds

seven hundred forty-nine (749) feet above mean sea level. The high-intensity white obstruction lights must be in accordance with Federal Aviation Administration Advisory Circular 70/7460-1 and amendments thereto.

- (f) Noise Zones. The noise zones based on the Pensacola Regional Airport FAR part 150 Study adopted in 1990 and contained in Section 12-11-3 shall establish standards for construction materials for sound level reduction with respect to exterior noise resulting from the legal and normal operations at the Pensacola International Airport. It also establishes permitted land uses and construction materials in these noise zones.
- (g) Variances. Any person desiring to erect or increase the height of any structure(s), or use his property not in accordance with the regulations prescribed in this chapter, may apply to the zoning board of adjustment for a variance from such regulations. No application for variance to the requirements of this part may be considered by the zoning board of adjustment unless a copy of the application has been furnished to the building official and the airport manager.
- (h) Hazard marking and lighting. Any permit or variance granted shall require the owner to mark and light the structure in accordance with FAA Advisory Circular 70/7460-1 or subsequent revisions. The permit may be conditioned to permit Escambia County or the city at its own expense, to install, operate and maintain such markers and lights as may be necessary to indicate to pilots the presence of an airspace hazard if special conditions so warrant.
- (i) Nonconforming uses. The regulations prescribed by this subsection shall not be construed to require the removal, lowering or other changes or alteration of any existing structure not conforming to the regulations as of the effective date of this chapter. Nothing herein contained shall require any change in the construction or alteration of which was begun prior to the effective date of this chapter, and is diligently prosecuted and completed within two (2) years thereof.

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

- (j) Administration and enforcement. It shall be the duty of the building official, or his duly appointed designee, to administer and enforce the regulations prescribed herein within the territorial limits over which the city has jurisdiction. Prior to the issuance or denial of a tall structure permit by the building official, the Federal Aviation Administration must review the proposed structure plans and issue a determination of hazard/no hazard. In the event that the building official finds any violation of the regulations contained herein, he shall give written notice to the person responsible

for such violation. Such notice shall indicate the nature of the violation and the necessary action to correct or abate the violation.

- (2) *Minimum lot size and yard requirements/lot coverage.* There are no minimum requirements for lot size or yards, except that the development plan shall take into consideration the general development character of adjacent land uses. The maximum combined area occupied by all principal and accessory buildings shall be fifty (50) percent.
- (3) *Maximum height of structures.* For the ATZ-1 and ATZ-2 zoning districts the maximum height for residential structures is thirty-five (35) feet and for office, commercial or aviation-related facilities, is forty-five (45) feet. Communications towers and rooftop mounted antennas may be permitted within the ATZ-1 and ATZ-2 districts upon conditional use permit approval in accordance with Section 12-2-79. Provided, however that no structure shall exceed height limitations established in section 12-11-2(A).
- (4) *Additional regulations.* In addition to the regulations established above all development must comply with the following regulations:
  - (a) Supplementary district regulations. (Refer to sections 12-2-31 to 12-2-50).
  - (b) Signs. (Refer to Chapter 12-4).
  - (c) Tree/landscape. (Refer to Chapter 12-6).
  - (d) Subdivision. (Refer to Chapter 12-8).
  - (e) Stormwater management, and control of erosion, sedimentation and runoff. (Refer to Chapter 12-9).

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

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

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

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

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

Attest:

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

PLANNING SERVICES

**MINUTES OF THE PLANNING BOARD**

**May 14, 2019**

**MEMBERS PRESENT:** Vice Chair Kurt Larson, Nathan Monk, Danny Grundhoefer, Laurie Murphy, Ryan Wiggins

**MEMBERS ABSENT:** Chairman Paul Ritz, Nina Campbell,

**STAFF PRESENT:** Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner, Keith Wilkins, Assistant City Administrator, Brian Cooper, Parks and Recreation, Chris Johnston, Network Engineer, Councilman Terhaar, Councilwoman Myers

**OTHERS PRESENT:** Michael Bodenhausen, George Williams, Tony Terhaar, Michael Carro, Donald Redhead, Kelley Martinez

**AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from April 9, 2019.
- **New Business:**
  1. **Vacation of Right-of-Way – 400 Block of 11<sup>th</sup> Avenue (Between LaRua and Belmont Streets)**
  2. **Amendment to Land Development Code Section 12-2-11 Airport Land Use District**
  3. **Amendment to Conditional Use Permit – 501 S. Palafox Street (Al Fresco)**
  4. **Aesthetic Review – 501 S. Palafox Street (Al Fresco)**
- Open Forum
- Adjournment

**Call to Order / Quorum Present**

Vice Chairman Larson called the meeting to order at 2:01 pm with a quorum present and explained the Board procedures to the audience.

**Approval of Meeting Minutes**

Ms. Wiggins stated during open forum the first sentence was incorrect stating she was addressing saving some of the buildings downtown from demolition. Ms. Wiggins states her concerns actually were how many people have come before us concerned about demolition in East Hill and other areas. Ms. Wiggins would like corrections made to better represent what the discussion was about. Ms. Deese asked what would some suggestions be specifically and explained that the minutes are created directly from the recording. Ms. Wiggins also stated on the second page second sentence that East Hill is not considered a historic community. Ms. Deese ensured Ms. Wiggins that staff would review the recording and modify as much as possible.



Ms. Deese suggested that since modifications will be made, the approval for the April 9, 2019 minutes would be brought back next month for approval.

### **New Business**

#### **Vacation of Right-of-Way – 400 Block of 11th Avenue (Between LaRua and Belmont Streets)**

Anthony L. Terhaar Enterprises, LLC is requesting the approval of a 10-foot portion of the 400 Block of 11<sup>th</sup> Avenue between LaRua and Belmont Streets. The applicant has indicated the reason for the request is to attain the highest and best use of the property and to preserve and increase the property values in this area of East Hill. If granted, the additional 10 feet will allow the applicant to construct two single family attached structures instead of one single family detached structure. This request is consistent with a previous vacation of 11<sup>th</sup> Avenue to the North and will make the easterly property lines consistent within the southern-most two blocks of 11<sup>th</sup> Avenue.

This request has been routed through the various City departments and utility providers and those comments are attached for your review. Staff has been made aware that utilities are present within this right-of-way area and a full width easement will be included in the ordinance proposed to City Council.

Mr. Monk asked for clarity on the portion of right-of-way to be vacated. Ms. Deese stated only the yellow portion is the ten-foot portion to be vacated and if approved the ten-foot portion would become private property. Mr. Terhaar appeared before the Board and explained that since the same type of vacation took place on a piece of property above from LaRua to Belmont in order to increase the value of the property he wanted to also increase the value of his land. Mr. Terhaar also states his neighbor Mr. Phelps who owns the property to the North is in support. Ms. Murphy asked about the future use for the other property owned by Mr. Phelps. Mr. Terhaar stated he did not know; only that Mr. Phelps has owned the property for a while. Ms. Murphy also asked about AT&T's easement and if the ability to keep the driveway would still allow for AT&T to access their lines. Mr. Terhaar responded it was his understanding that AT&T would be satisfied as long as they had full access. Mr. Monk stated he did not see any problems with approving the request. **Mr. Monk motions to approve. Ms. Murphy seconds the motion. The motion carried unanimously.**

#### **Amendment to Land Development Code Section 12-2-11 Airport Land Use District**

Staff is requesting to amend Land Development Code Section 12-2-11 Airport Land Use District in order to modify the list of permitted uses specifically for the Airport Transition Zone (ATZ-1). The proposed amendment would be to modify the list of permitted uses to include Recreational Facilities – Not-For-Profit. The ATZ-1 zoning district is a small district that surrounds the Airport Restricted Zoning District (ARZ), which is all City owned property. The ATZ-1 has a limited list of permitted uses and this would expand the list in order for the new YMCA to be constructed at 2130 Summit Boulevard. The ATZ-1 zoning district is a separate district (non-cumulative) and this amendment would not directly impact other districts.

Ms. Laurie Murphy states the ATZ-1 already contains other facilities such as daycares, office use and residential use. Ms. Murphy states in her opinion it would depend on the size of the facility exactly what type of traffic, storm water infrastructure and the actual plan. Ms. Murphy states she does not have enough information to feel confident to agree to a recreational facility. Mr. Larson clarifies that at this point all the Board is deciding on is if they are going to allow recreation facilities, yes or no. Ms. Deese concurs and further states the Board needs to focus on the question presented, which is recreational facilities not-for-profit, is that a reasonable use within the AZT-1? Ms. Deese also states the Board is only looking at a text amendment, not a conditional use permit. Mr. Monk states his concern is he would have rather seen this as a conditional use so the Board would have more oversight. Mr. Monk also states that until he received calls with concerns, he did not feel this was a big deal.

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Administrator appears before the Board and states the Mayor is in support of the project and agrees with Planning Staff that the issues with site plans or traffic is not in the purview of the Planning Board and he is here to convey the Mayor's support of the project. Mr. Wilkins also agrees with staff that the question is whether to approve, deny or approve with conditions. Mr. Wilkins again states how the operations between the City and YMCA and how they administer programs is an issue between them and not within the purview of Planning Board. Mr. Wilkins states Brian Cooper, Director of Parks and Recreation may be able to address questions more specifically. Mr. Cooper appears before the Board and explains that the Parks and Recreation Department are in a process of a Land Swap deal and this is a complicated process and City Council will have to approve the land swap. Currently Parks and Recreation are collaborating with the YMCA to reduce duplication of services. Mr. Cooper stated they want to do what is best for the community. Mr. Monk's concern again was possible privatization of government programs in which anyone who has access could in theory be denied. Mr. Cooper states the intent is not to stop offering services but to stop duplicating services in that area. Ms. Murphy asked how does an approval for something conditional work? Ms. Deese explained the Conditional Use Permit process and added that it would cause delays in this project which has specific deadlines. Upon question, Ms. Deese stated a conditional use is very specific to that project and not at all cookie cutter. After further discussion, **Ms. Wiggins motions to approve. Mr. Grundhoefer seconded the motion.** Mr. Monk states he will approve but still has concerns with known controversy and feels it would have been nice to better plan this out. **The motion carried unanimously.**

#### **Amendment to Conditional Use Permit – 501 S. Palafox Street (Al Fresco)**

##### **Aesthetic Review – 501 S. Palafox Street (Al Fresco)**

Scott Sallis, on behalf of Michael Carro, is requesting an amendment to the existing Conditional Use Permit for Mobile Restaurant Unit Development at 501 S. Palafox, also known as "Al Fresco". The proposed modification includes constructing a single story, slab on grade, metal building framed roof structure over a series of kitchens and retail kiosks. The retail kiosks will also be portable and secured in a manner similar to the existing air stream kitchens. The original Conditional Use Permit gained approval through a Land Development Code amendment that created Mobile Restaurant Unit Developments as an accessory use to the primary use of a restaurant. The details of the original approval are attached for your review. If the amendment to the Conditional Use Permit is granted, the applicant also seeks aesthetic approval of the improvements to the property.

Ms. Deese explained this is a discussion item only since based on when the application was received; notifications could not be mailed out. The request will come back to the Board in June. Ms. Deese also advised the Board could give aesthetic approval since notices were not required for that agenda item. Mr. Scott Sallis addressed the Board and stated the individual owners of the airstreams over the years have realized the weather and the winter make it difficult to turn a profit in keeping the project going strong. Mr. Sallis stated that Michael Carro and his team came to him and asked for help in covering the airstreams. Mr. Sallis explained he is asking for two things, aesthetic approval and amending the conditional use permit to allow retail, which is not part of the original conditional use permit. Mr. Sallis explained his clients are proposing to remove the airstreams and replace them with shipping containers and putting kitchens within the containers. Mr. Grundhoefer questioned if the shipping containers would be flood proof and not the kiosks? Mr. Sallis responds stating the original design was to use the flood proof construction model for a more permanent kitchen but they removed that design. Mr. Larson asked how many kitchens would there be? Mr. Sallis explained that he does not know but they will use the two units, could be four or could be more than four. Mr. Grundhoefer states he understands the kitchens will be flexible depending on whether tenants succeed or do not succeed. Ms. Murphy asked about grease traps. Mr. Sallis stated grease trap requirements would go through the building department and comply. Mr. Grundhoefer asked about the plaza which is required within the original conditional use and whether it would be kept in the new concept versus covering the whole space. Mr. Sallis states within the ordinance

it is required to have an open plaza. Mr. Grundhoefer stated that in many old cities they use an old warehouse look and feel. He feels Mr. Sallis may be missing an opportunity to create that feel on the corner. Mr. Monk stated he genuinely loves Al Fresco and was concerned about how the new proposal would look. He also stated the only thing that maybe an aesthetic issue for him is that the slant of the metal roof could be a distraction other than that he likes the concept. Mr. Carro addressed the opening on the corner and did not know if that is in the code. Mr. Sallis referenced the paver area is the 40 or 45 percent was required to be pavers. He also stated the reason for the openness was to maintain some of the palm trees. Mr. Grundhoefer supports the concept but feels it falls short of the details in the overhang. He further stated there is no brickwork or columns or ironwork and needs to feel like it is a part of the historic fabric of downtown. Mr. Monk stated he likes the idea that Al Fresco sticks out. Ms. Wiggins also agreed and stated it gives the downtown a bit of a funky feel.

Mr. Larson stated we like the concept but since this is a discussion item, you will need to come back with everything spelled out and convince us that you have met or exceeded all the requirements of the current ordinance. Mr. Larson further stated they wanted to know how the units would be removed? Mr. Monk wanted to know how soon would we see this happen once approved? Mr. Sallis defers to Mr. Carro. Mr. Carro states currently he is renewing short-term leases through end of October but his goal is to break ground in November and be open by March.

Ms. Wiggins wanted to know what does it do to block the wind in the winter? Mr. Carro responded he wanted have some type of screening and potentially the retail mobile units would act as a block. He further stated in addition to screening they could suspend heaters.

Mr. Sallis stated he hoped to secure a vote to send this to City Council in supporting retail as a part of the conditional use and a vote to support preliminary aesthetic review. Ms. Deese clarified the Board could approve a full final aesthetic review if Board feels comfortable with that – However the item will come back to this Board for approval on the conditional use permit next month. Mr. Monk recommended holding off and vote on both items next month. Mr. Grundhoefer agreed. Mr. Sallis wanted to clarify what the Board would be looking for more ornamental detail that looks like this was a building that adapted Al Fresco. Mr. Grundhoefer suggested exploring the idea of the building as a whole instead of chopping off the corner. **Mr. Monk motioned to postpone the item until next month, Ms. Murphy seconded.** Mr.

Larson asked for any discussion. Ms. Deese clarifies the code language for Planning Board of 45 days and explains they have 45 days unless there is another time period specified. She further stated the Board could specify a longer period. After further discussion Ms. Deese advises there are three options; set a longer period of time in the event quorum is not met, deny the item or the applicant could withdraw. Mr. Monk stated he does not want to deny the item. **After further discussion, the motion to postpone and extend the time line to within two Planning Board meetings (63 days) passed unanimously.**

**Open Forum** – Mr. Grundhoefer thanks Brandi and states she has been an asset to this Board and the City.

**Adjournment** – With no further business, Vice Chairman Larson adjourned the meeting at 3:03 pm.

Respectfully Submitted,



Brandi C. Deese  
Secretary to the Board

PLANNING/CITY OF PEN/LEGAL AD  
180 W GOVERNMENT ST

PENSACOLA, FL 32502

Published Daily-Pensacola, Escambia County, FL

**PROOF OF PUBLICATION**

State of Florida  
County of Escambia:

Before the undersigned authority personally appeared , who on oath says that he or she is a Legal Advertising Representative of the **Pensacola News Journal** , a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

NOTICE OF PUBLIC HEARINGS

as published in said newspaper in the issue(s) of:

06/03/19

Affiant further says that the said **Pensacola News Journal** is a newspaper in said Escambia County, Florida and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 3th of June 2019, by who is personally known to me

*[Signature]*

Affiant

*[Signature]*

Notary

Publication Cost: \$158.98

**NOTICE OF PUBLIC HEARINGS**

On **Thursday, June 13, 2019** at 5:30 p.m. in the Council Chambers of City Hall, 222 West Main Street, the Pensacola City Council will conduct public hearings to consider the following:

- PUBLIC HEARING –Request for Amendment to Land Development Code Section 12-2-11  
Airport Land Use District – Recreational Facilities – Not-For-Profit.
- PUBLIC HEARING – Request to Vacate Right-of-Way – 400 Block of 11th Avenue

You are not required to respond or take any action regarding this notice; but if you wish to speak before the City Council on this subject, you are invited to be present at the scheduled hearing.

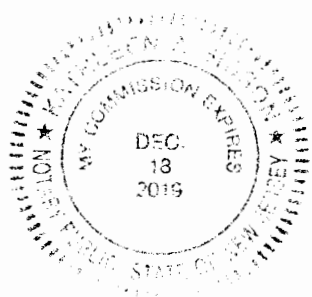
If any person decides to appeal any decision made with respect to any matter considered at this meeting, such person will need a record of the proceedings, and that for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence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

For additional information on this matter, please call Planning Services at (850) 435-1670.

By direction of the City Council,

Ericka L. Burnett  
City Clerk

Legal No. 3598067, June 3, 2019



Ad No: 0003598067

Customer No: PNJ-24384500



Memorandum

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**File #:** 20-19

City Council

6/13/2019

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**LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PROPOSED ORDINANCE NO. 20-19 PROPOSED AMENDMENT TO THE CODE OF THE CITY OF PENSACOLA - LAND DEVELOPMENT CODE SECTION 12-2-11 AIRPORT LAND USE DISTRICT - RECREATIONAL FACILITIES - NOT-FOR-PROFIT

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 20-19 on first reading.

AN ORDINANCE AMENDING SECTION 12-2-11 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AIRPORT LAND USE DISTRICT; RECREATIONAL FACILITIES - NOT FOR PROFIT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Land Development Code Section 12-2-11 Airport Land Use District contains the Airport Transition Zone (ATZ-1), which is a small zoning district that surrounds the Airport Restricted Zoning District, which is all City owned property. The ATZ-1 zoning district has a limited list of permitted uses and this amendment would modify the list of permitted uses to include Recreational Facilities - Not-for-Profit. This amendment would expand the list of permitted uses in order to accommodate the construction of a new YMCA at 2130 Summit Boulevard. The ATZ-1 zoning district is a separate district (non-cumulative) and this amendment would not directly impact other districts.

On May 14, 2019, Planning Board unanimously recommended approval of this request.

**PRIOR ACTION:**

May 30, 2019 - City Council conducted the first of two Public Hearings to consider an amendment to Land Development Code Section 12-2-11- Airport Land Use District - Recreational Facilities - Not-For-Profit.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

5/20/2019

**STAFF CONTACT:**

Christopher L. Holley, City Administrator  
Sherry H. Morris, AICP, Planning Services Administrator  
Brian Cooper, Director of Parks & Recreation

**ATTACHMENTS:**

1. Proposed Ordinance No. 20-19
2. May 14, 2019 Planning Board Minutes

**PRESENTATION:** No



PROPOSED  
ORDINANCE NO. 20-19

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

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 12-2-11 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AIRPORT LAND USE DISTRICT; RECREATIONAL FACILITIES – NOT FOR PROFIT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-2-11 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-2-11. - Airport land use district.

The regulations in this section shall be applicable to the airport restricted and airport transition zoning districts: ARZ, ATZ-1 and ATZ-2.

(A) *Purpose of district.* The airport land use district is established for the purpose of regulating land, owned by the Pensacola Regional Airport or immediately adjacent to the airport, which is considered sensitive due to its relationship to the runways and its location within noise zones "A" and "B" as defined in Chapter 12-11 of this title. Land zoned ARZ is owned by the city and allows only open space, recreational or commercial and industrial uses customarily related to airport operations. The areas designated as airport transitional zones are permitted a range of uses.

(B) *Uses permitted.*

(1) *ARZ, airport restricted zone (city-owned property).*

(a) The following three (3) sections of the airport restricted zone are limited to specific uses as defined below:

1. *ARZ-1.* The parcel of land located north of Summit Boulevard between two (2) airport transition zones (includes the Scott Tennis Center and airport drainage system). Uses within this zone will be limited to those uses described below in subsections (b) and (c).

2. *ARZ east of runway 8/26.* The parcel of land on the eastern end of runway 8/26, located between Avenida Marina and Gaberonne Subdivision and between Spanish Trail and Scenic Highway. All land within this zone outside of the fifteen (15) acres required for clear zone at the eastern end of runway 8/26 will be retained as open space.

3. *ARZ south of runway 17/35.* The parcel of land at the southern end of runway 17/35, located north of Heyward Drive and east of Firestone Boulevard. All land within this zone outside of the twenty-eight and five-tenths (28.5) acres required for clear zone at the southern end of runway 17/35 will be retained as open space.
  - (b) Airport, airport terminal, air cargo facilities, and uses customarily related to airport operations and expansions.
  - (c) Golf course, tennis court, driving range, par three course, outdoor recreational facilities, provided that no such uses shall include seating or structures to accommodate more than one hundred (100) spectators or occupants.
  - (d) Service establishments such as auto rental and travel agencies, commercial parking lots and garages, automobile service station and similar service facilities.
  - (e) Warehousing and storage facilities.
  - (f) Industrial uses compatible with airport operations.
  - (g) Commercial uses to include hotels, motels, extended stay facilities, pharmacy, restaurant and drive through facilities, banks, office, post secondary education facilities, meeting facilities, dry cleaner, health club, exercise center, martial arts facility, bakery, floral shop, day care/child care facility, medical clinic, doctor and dentist offices, and retail services to include specialty shops and studios; or other similar or compatible uses.
  - (h) Other uses which the city council may deem compatible with airport operations and surrounding land uses pursuant to the city's Comprehensive Plan and the Airport Master Plan and as such uses that meet the FAA's requirements for airport activities.
- (2) *ATZ-1, airport transitional zone.*
  - (a) Single-family residential, attached or detached, 0-5 units per acre;
  - (b) Home occupations, subject to regulations in section 12-2-33;
  - (c) Offices;
  - (d) Family day care homes licensed by the Florida Department of Children and Family Services as defined in the Florida Statutes.
  - (e) Recreational Facilities – Not for Profit
  - (f) Conditional uses permitted:
    - a. Communications towers in accordance with section 12-2-44.
    - b. Rooftop mounted antennas in accordance with section 12-2-45.
- (3) *ATZ-2, airport transitional zone.*
  - (a) Any use allowed in the ATZ-1;
  - (b) Retail and service commercial; and,
  - (c) Aviation related facilities;
  - (d) Conditional uses permitted:

- a. Communications towers in accordance with section 12-2-44.
  - b. Rooftop mounted antennas in accordance with section 12-2-45.
- (C) *Review and approval process.* All private, nonaviation related development in the ARZ zone and all developments other than single-family residential within approved subdivisions within the ATZ-1 and ATZ-2 zones must comply with the development plan review and approval process as established in section 12-2-81.
- (D) *Regulations.* All development shall comply with applicable height and noise regulations as set forth in Chapter 12-11. All development must comply with design standards and is encouraged to follow design guidelines as established in section 12-2-82. All private, nonaviation related development within the ARZ zone and all development within ATZ-1 and ATZ-2 zones must comply with the following regulations:
- (1) *Airport land use restrictions.* Notwithstanding any provision to the contrary in this chapter, no use may be made of land or water within any zone established by this chapter in such a manner as to interfere with the operation of an airborne aircraft. The following special requirements shall apply to each permitted use:
    - (a) All lights or illumination used in conjunction with street, parking, signs or use of land structures shall be arranged and operated in such a manner that is not misleading or dangerous to aircraft operating from a public airport or in the vicinity thereof.
    - (b) No operations of any type shall produce electronic interference with navigation signals or radio communication between the airport and aircraft.
    - (c) No continuous commercial or industrial operations of any type shall produce smoke, glare or other visual hazards, within three (3) statute miles of any usable runway of a public airport, which would limit the use of the airport.
    - (d) Sanitary landfills will be considered as an incompatible use if located within areas established for the airport through the application of the following criteria:
      - 1. Landfills located within ten thousand (10,000) feet of any runway used or planned to be used by turbine aircraft.
      - 2. Landfills located within five thousand (5,000) feet of any runway used only by nonturbine aircraft.
      - 3. Landfills outside the above perimeters but within conical surfaces described by FAR Part 77 and applied to an airport will be reviewed on a case-by-case basis.
      - 4. Any landfill located and constructed in a manner that attracts or sustains hazardous bird movements from feeding, water, or roosting areas into, or across, the runways or approach and departure patterns of aircraft. The landfill operator must incorporate bird management techniques or other practices to minimize bird hazards to airborne aircraft.
    - (e) Obstruction lighting. Notwithstanding any provisions of section 12-11-2, the owner of any structure over one hundred fifty (150) feet above ground level shall install lighting on such structure in accordance with Federal Aviation Administration Advisory Circular 70/7460-1 and amendments thereto. Additionally, the high-intensity white obstruction lights shall be installed on a high structure which exceeds

seven hundred forty-nine (749) feet above mean sea level. The high-intensity white obstruction lights must be in accordance with Federal Aviation Administration Advisory Circular 70/7460-1 and amendments thereto.

- (f) Noise Zones. The noise zones based on the Pensacola Regional Airport FAR part 150 Study adopted in 1990 and contained in Section 12-11-3 shall establish standards for construction materials for sound level reduction with respect to exterior noise resulting from the legal and normal operations at the Pensacola International Airport. It also establishes permitted land uses and construction materials in these noise zones.
- (g) Variances. Any person desiring to erect or increase the height of any structure(s), or use his property not in accordance with the regulations prescribed in this chapter, may apply to the zoning board of adjustment for a variance from such regulations. No application for variance to the requirements of this part may be considered by the zoning board of adjustment unless a copy of the application has been furnished to the building official and the airport manager.
- (h) Hazard marking and lighting. Any permit or variance granted shall require the owner to mark and light the structure in accordance with FAA Advisory Circular 70/7460-1 or subsequent revisions. The permit may be conditioned to permit Escambia County or the city at its own expense, to install, operate and maintain such markers and lights as may be necessary to indicate to pilots the presence of an airspace hazard if special conditions so warrant.
- (i) Nonconforming uses. The regulations prescribed by this subsection shall not be construed to require the removal, lowering or other changes or alteration of any existing structure not conforming to the regulations as of the effective date of this chapter. Nothing herein contained shall require any change in the construction or alteration of which was begun prior to the effective date of this chapter, and is diligently prosecuted and completed within two (2) years thereof.

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

- (j) Administration and enforcement. It shall be the duty of the building official, or his duly appointed designee, to administer and enforce the regulations prescribed herein within the territorial limits over which the city has jurisdiction. Prior to the issuance or denial of a tall structure permit by the building official, the Federal Aviation Administration must review the proposed structure plans and issue a determination of hazard/no hazard. In the event that the building official finds any violation of the regulations contained herein, he shall give written notice to the person responsible

for such violation. Such notice shall indicate the nature of the violation and the necessary action to correct or abate the violation.

- (2) *Minimum lot size and yard requirements/lot coverage.* There are no minimum requirements for lot size or yards, except that the development plan shall take into consideration the general development character of adjacent land uses. The maximum combined area occupied by all principal and accessory buildings shall be fifty (50) percent.
- (3) *Maximum height of structures.* For the ATZ-1 and ATZ-2 zoning districts the maximum height for residential structures is thirty-five (35) feet and for office, commercial or aviation-related facilities, is forty-five (45) feet. Communications towers and rooftop mounted antennas may be permitted within the ATZ-1 and ATZ-2 districts upon conditional use permit approval in accordance with Section 12-2-79. Provided, however that no structure shall exceed height limitations established in section 12-11-2(A).
- (4) *Additional regulations.* In addition to the regulations established above all development must comply with the following regulations:
  - (a) Supplementary district regulations. (Refer to sections 12-2-31 to 12-2-50).
  - (b) Signs. (Refer to Chapter 12-4).
  - (c) Tree/landscape. (Refer to Chapter 12-6).
  - (d) Subdivision. (Refer to Chapter 12-8).
  - (e) Stormwater management, and control of erosion, sedimentation and runoff. (Refer to Chapter 12-9).

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

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

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

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

Approved: \_\_\_\_\_

President of City Council

Attest:

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

PLANNING SERVICES

**MINUTES OF THE PLANNING BOARD**

**May 14, 2019**

**MEMBERS PRESENT:** Vice Chair Kurt Larson, Nathan Monk, Danny Grundhoefer, Laurie Murphy, Ryan Wiggins

**MEMBERS ABSENT:** Chairman Paul Ritz, Nina Campbell,

**STAFF PRESENT:** Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner, Keith Wilkins, Assistant City Administrator, Brian Cooper, Parks and Recreation, Chris Johnston, Network Engineer, Councilman Terhaar, Councilwoman Myers

**OTHERS PRESENT:** Michael Bodenhausen, George Williams, Tony Terhaar, Michael Carro, Donald Redhead, Kelley Martinez

**AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from April 9, 2019.
- **New Business:**
  1. **Vacation of Right-of-Way – 400 Block of 11<sup>th</sup> Avenue (Between LaRua and Belmont Streets)**
  2. **Amendment to Land Development Code Section 12-2-11 Airport Land Use District**
  3. **Amendment to Conditional Use Permit – 501 S. Palafox Street (Al Fresco)**
  4. **Aesthetic Review – 501 S. Palafox Street (Al Fresco)**
- Open Forum
- Adjournment

**Call to Order / Quorum Present**

Vice Chairman Larson called the meeting to order at 2:01 pm with a quorum present and explained the Board procedures to the audience.

**Approval of Meeting Minutes**

Ms. Wiggins stated during open forum the first sentence was incorrect stating she was addressing saving some of the buildings downtown from demolition. Ms. Wiggins states her concerns actually were how many people have come before us concerned about demolition in East Hill and other areas. Ms. Wiggins would like corrections made to better represent what the discussion was about. Ms. Deese asked what would some suggestions be specifically and explained that the minutes are created directly from the recording. Ms. Wiggins also stated on the second page second sentence that East Hill is not considered a historic community. Ms. Deese ensured Ms. Wiggins that staff would review the recording and modify as much as possible.

Ms. Deese suggested that since modifications will be made, the approval for the April 9, 2019 minutes would be brought back next month for approval.

### **New Business**

#### **Vacation of Right-of-Way – 400 Block of 11th Avenue (Between LaRua and Belmont Streets)**

Anthony L. Terhaar Enterprises, LLC is requesting the approval of a 10-foot portion of the 400 Block of 11<sup>th</sup> Avenue between LaRua and Belmont Streets. The applicant has indicated the reason for the request is to attain the highest and best use of the property and to preserve and increase the property values in this area of East Hill. If granted, the additional 10 feet will allow the applicant to construct two single family attached structures instead of one single family detached structure. This request is consistent with a previous vacation of 11<sup>th</sup> Avenue to the North and will make the easterly property lines consistent within the southern-most two blocks of 11<sup>th</sup> Avenue.

This request has been routed through the various City departments and utility providers and those comments are attached for your review. Staff has been made aware that utilities are present within this right-of-way area and a full width easement will be included in the ordinance proposed to City Council.

Mr. Monk asked for clarity on the portion of right-of-way to be vacated. Ms. Deese stated only the yellow portion is the ten-foot portion to be vacated and if approved the ten-foot portion would become private property. Mr. Terhaar appeared before the Board and explained that since the same type of vacation took place on a piece of property above from LaRua to Belmont in order to increase the value of the property he wanted to also increase the value of his land. Mr. Terhaar also states his neighbor Mr. Phelps who owns the property to the North is in support. Ms. Murphy asked about the future use for the other property owned by Mr. Phelps. Mr. Terhaar stated he did not know; only that Mr. Phelps has owned the property for a while. Ms. Murphy also asked about AT&T's easement and if the ability to keep the driveway would still allow for AT&T to access their lines. Mr. Terhaar responded it was his understanding that AT&T would be satisfied as long as they had full access. Mr. Monk stated he did not see any problems with approving the request. **Mr. Monk motions to approve. Ms. Murphy seconds the motion. The motion carried unanimously.**

#### **Amendment to Land Development Code Section 12-2-11 Airport Land Use District**

Staff is requesting to amend Land Development Code Section 12-2-11 Airport Land Use District in order to modify the list of permitted uses specifically for the Airport Transition Zone (ATZ-1). The proposed amendment would be to modify the list of permitted uses to include Recreational Facilities – Not-For-Profit. The ATZ-1 zoning district is a small district that surrounds the Airport Restricted Zoning District (ARZ), which is all City owned property. The ATZ-1 has a limited list of permitted uses and this would expand the list in order for the new YMCA to be constructed at 2130 Summit Boulevard. The ATZ-1 zoning district is a separate district (non-cumulative) and this amendment would not directly impact other districts.

Ms. Laurie Murphy states the ATZ-1 already contains other facilities such as daycares, office use and residential use. Ms. Murphy states in her opinion it would depend on the size of the facility exactly what type of traffic, storm water infrastructure and the actual plan. Ms. Murphy states she does not have enough information to feel confident to agree to a recreational facility. Mr. Larson clarifies that at this point all the Board is deciding on is if they are going to allow recreation facilities, yes or no. Ms. Deese concurs and further states the Board needs to focus on the question presented, which is recreational facilities not-for-profit, is that a reasonable use within the AZT-1? Ms. Deese also states the Board is only looking at a text amendment, not a conditional use permit. Mr. Monk states his concern is he would have rather seen this as a conditional use so the Board would have more oversight. Mr. Monk also states that until he received calls with concerns, he did not feel this was a big deal.

Ms. Deese explained that the Board has the ability to approve, deny or approve with modifications. Mr. Larson asked for a representative from the City to discuss further. Mr. Keith Wilkins, Assistant City



Administrator appears before the Board and states the Mayor is in support of the project and agrees with Planning Staff that the issues with site plans or traffic is not in the purview of the Planning Board and he is here to convey the Mayor's support of the project. Mr. Wilkins also agrees with staff that the question is whether to approve, deny or approve with conditions. Mr. Wilkins again states how the operations between the City and YMCA and how they administer programs is an issue between them and not within the purview of Planning Board. Mr. Wilkins states Brian Cooper, Director of Parks and Recreation may be able to address questions more specifically. Mr. Cooper appears before the Board and explains that the Parks and Recreation Department are in a process of a Land Swap deal and this is a complicated process and City Council will have to approve the land swap. Currently Parks and Recreation are collaborating with the YMCA to reduce duplication of services. Mr. Cooper stated they want to do what is best for the community. Mr. Monk's concern again was possible privatization of government programs in which anyone who has access could in theory be denied. Mr. Cooper states the intent is not to stop offering services but to stop duplicating services in that area. Ms. Murphy asked how does an approval for something conditional work? Ms. Deese explained the Conditional Use Permit process and added that it would cause delays in this project which has specific deadlines. Upon question, Ms. Deese stated a conditional use is very specific to that project and not at all cookie cutter. After further discussion, **Ms. Wiggins motions to approve. Mr. Grundhoefer seconded the motion.** Mr. Monk states he will approve but still has concerns with known controversy and feels it would have been nice to better plan this out. **The motion carried unanimously.**

#### **Amendment to Conditional Use Permit – 501 S. Palafox Street (Al Fresco)**

##### **Aesthetic Review – 501 S. Palafox Street (Al Fresco)**

Scott Sallis, on behalf of Michael Carro, is requesting an amendment to the existing Conditional Use Permit for Mobile Restaurant Unit Development at 501 S. Palafox, also known as "Al Fresco". The proposed modification includes constructing a single story, slab on grade, metal building framed roof structure over a series of kitchens and retail kiosks. The retail kiosks will also be portable and secured in a manner similar to the existing air stream kitchens. The original Conditional Use Permit gained approval through a Land Development Code amendment that created Mobile Restaurant Unit Developments as an accessory use to the primary use of a restaurant. The details of the original approval are attached for your review. If the amendment to the Conditional Use Permit is granted, the applicant also seeks aesthetic approval of the improvements to the property.

Ms. Deese explained this is a discussion item only since based on when the application was received; notifications could not be mailed out. The request will come back to the Board in June. Ms. Deese also advised the Board could give aesthetic approval since notices were not required for that agenda item. Mr. Scott Sallis addressed the Board and stated the individual owners of the airstreams over the years have realized the weather and the winter make it difficult to turn a profit in keeping the project going strong. Mr. Sallis stated that Michael Carro and his team came to him and asked for help in covering the airstreams. Mr. Sallis explained he is asking for two things, aesthetic approval and amending the conditional use permit to allow retail, which is not part of the original conditional use permit. Mr. Sallis explained his clients are proposing to remove the airstreams and replace them with shipping containers and putting kitchens within the containers. Mr. Grundhoefer questioned if the shipping containers would be flood proof and not the kiosks? Mr. Sallis responds stating the original design was to use the flood proof construction model for a more permanent kitchen but they removed that design. Mr. Larson asked how many kitchens would there be? Mr. Sallis explained that he does not know but they will use the two units, could be four or could be more than four. Mr. Grundhoefer states he understands the kitchens will be flexible depending on whether tenants succeed or do not succeed. Ms. Murphy asked about grease traps. Mr. Sallis stated grease trap requirements would go through the building department and comply. Mr. Grundhoefer asked about the plaza which is required within the original conditional use and whether it would be kept in the new concept versus covering the whole space. Mr. Sallis states within the ordinance

it is required to have an open plaza. Mr. Grundhoefer stated that in many old cities they use an old warehouse look and feel. He feels Mr. Sallis may be missing an opportunity to create that feel on the corner. Mr. Monk stated he genuinely loves Al Fresco and was concerned about how the new proposal would look. He also stated the only thing that maybe an aesthetic issue for him is that the slant of the metal roof could be a distraction other than that he likes the concept. Mr. Carro addressed the opening on the corner and did not know if that is in the code. Mr. Sallis referenced the paver area is the 40 or 45 percent was required to be pavers. He also stated the reason for the openness was to maintain some of the palm trees. Mr. Grundhoefer supports the concept but feels it falls short of the details in the overhang. He further stated there is no brickwork or columns or ironwork and needs to feel like it is a part of the historic fabric of downtown. Mr. Monk stated he likes the idea that Al Fresco sticks out. Ms. Wiggins also agreed and stated it gives the downtown a bit of a funky feel.

Mr. Larson stated we like the concept but since this is a discussion item, you will need to come back with everything spelled out and convince us that you have met or exceeded all the requirements of the current ordinance. Mr. Larson further stated they wanted to know how the units would be removed? Mr. Monk wanted to know how soon would we see this happen once approved? Mr. Sallis defers to Mr. Carro. Mr. Carro states currently he is renewing short-term leases through end of October but his goal is to break ground in November and be open by March.

Ms. Wiggins wanted to know what does it do to block the wind in the winter? Mr. Carro responded he wanted have some type of screening and potentially the retail mobile units would act as a block. He further stated in addition to screening they could suspend heaters.

Mr. Sallis stated he hoped to secure a vote to send this to City Council in supporting retail as a part of the conditional use and a vote to support preliminary aesthetic review. Ms. Deese clarified the Board could approve a full final aesthetic review if Board feels comfortable with that – However the item will come back to this Board for approval on the conditional use permit next month. Mr. Monk recommended holding off and vote on both items next month. Mr. Grundhoefer agreed. Mr. Sallis wanted to clarify what the Board would be looking for more ornamental detail that looks like this was a building that adapted Al Fresco. Mr. Grundhoefer suggested exploring the idea of the building as a whole instead of chopping off the corner. **Mr. Monk motioned to postpone the item until next month, Ms. Murphy seconded.** Mr. Larson asked for any discussion. Ms. Deese clarifies the code language for Planning Board of 45 days and explains they have 45 days unless there is another time period specified. She further stated the Board could specify a longer period. After further discussion Ms. Deese advises there are three options; set a longer period of time in the event quorum is not met, deny the item or the applicant could withdraw. Mr. Monk stated he does not want to deny the item. **After further discussion, the motion to postpone and extend the time line to within two Planning Board meetings (63 days) passed unanimously.**

**Open Forum** – Mr. Grundhoefer thanks Brandi and states she has been an asset to this Board and the City.

**Adjournment** – With no further business, Vice Chairman Larson adjourned the meeting at 3:03 pm.

Respectfully Submitted,



Brandi C. Deese  
Secretary to the Board



Memorandum

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**File #:** 19-00273

City Council

6/13/2019

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**LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

CITY OF PENSACOLA/YMCA REAL PROPERTY EXCHANGE

**RECOMMENDATION:**

That City Council authorize the Mayor to exchange a portion of City-owned property adjacent to the Vickrey Center located at 2130 Summit Boulevard (Attachment #1) with real property owned by the Young Men's Christian Association of Northwest Florida, Inc. ("YMCA") located at 3215 Langley Avenue. Further, that City Council authorize the Mayor to take all actions necessary to execute all contracts and related documents to complete the transaction.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City desires to expand its ability to provide additional athletic facilities to meet the growing popularity of soccer. The YMCA no longer desires to use its property on Langley Avenue, and wants to secure a location to build a new health, wellness, and exercise facility. Both parties desire to exchange properties.

Below is an outline of the progression and timeline of this project:

City Parks and Recreation Director Brian Cooper met with the residents of Scenic Heights Neighborhood Association (SNHA) at the January 2019 SHNA meeting to discuss improvements to Hitzman Park. These improvements will include adding field space, improving existing field space, adding a walking path, improving parking, and replacing the existing restroom/concession building. At that time, the residents expressed both support for and concerns with the proposed project/concept (Attachment #2). The primary concerns were as follows:

1. Increased traffic on Langley Avenue.
2. Ingress and egress from the park to Langley Avenue.
3. Decreased parking at Hitzman Park with soccer located there.
4. Number of trees to be removed for the project.
5. Increased noise with soccer located there.
6. Light intrusion on surrounding houses.
7. Projectiles (soccer balls, lacrosse balls, etc.) going into surrounding properties.

8. Future protection of remaining portion of Hitzman Park wooded area.

Mr. Cooper and Mott-MacDonald Engineering firm took the concept and incorporated many changes to address the items listed above. Mayor Robinson and Mr. Cooper took the following changes to the concept to the SHNA in February 2019.

1. The Mayor's office and the Public Works and Facilities Maintenance Department would work with the SHNA to make improvements along Langley to address these concerns. The removal of the YMCA' afterschool program, swimming program, and sports programs, coupled with the removal of City youth football and cheerleading from this location will also help resolve this concern.
2. Ingress and egress from Hitzman will be addressed as the concept goes into design.
3. Parking will be addressed as the concept goes into design. Additional parking will be made available. The existing YMCA parking will be improved to add additional parking in a more structured manner. Land adjacent to the YMCA is being looked at for even more parking.
4. The number of trees to be removed has decreased from approximately 200 (34 of which are protected) to approximately 70 (8 of which are protected, with none being heritage trees).
5. Noise will decrease dramatically with the elimination of the YMCA afterschool program, swimming program, athletic programs and the City sponsored football and cheerleading programs located at this park. Furthermore, a buffer zone will be provided in the design phase that will allow for a hill with evergreen trees along the back edge of the park, between the fields and the adjacent properties, which will further reduce noise to the neighborhood.
6. The buffer zone will provide a reduction in light pollution into the neighboring properties. Also, new LED light technology will allow for improved directional lighting as will fenders on the lights.
7. The buffer zone along with netting, between the fields and the properties, will decrease the number of balls going into adjacent properties.
8. The Mayor has agreed to submit a future item requesting that the remaining wooded area be set aside from future development of fields and parking.

The YMCA Executive Director, Michael Bodenhausen, and Mr. Cooper have worked diligently over the past three months to negotiate and formulate two agreements:

1. This Real Property Exchange Agreement (Attachment #3).
2. YMCA Use and Program Agreement for the Vickrey Resource Center (Item #19-00274).

The Real Property Exchange Agreement will call for the YMCA to deed its real property at 3215 Langley Avenue, approximately +/- 5 acres (Attachments #4 & #5) to the City in exchange for a portion of the City's real property located at 2130 Summit Boulevard, approximately 4/10's (.408) of an acre (Attachments #6 & #7). The YMCA property will be utilized by the City to expand Hitzman Park to make the above referenced improvements. The City property will be utilized by the YMCA to construct a new health, wellness, and exercise facility. Furthermore, Mayor Robinson has submitted a letter to City Council requesting future action be taken to ensure that the remaining wooded area at Hitzman Park be protected from future development (Attachment #8).

The summary of the YMCA/City agreement is:

1. YMCA deeds its park on Langley to the City, with the YMCA retaining the Verizon cell tower lease and the income from it.
2. YMCA will pay the City \$2,000 per month for the benefits of the Use Agreement.

3. Duration of the YMCA's use of the Vickrey Center facility and adjoining outdoor property will be 30 years, with two ten-year extensions at the YMCA's option.
4. In the summer months, the YMCA shall have shared use of the Vickrey Center and the Roger Scott pool for the use of its DCF-licensed summer camp programs.
5. City deeds to YMCA property immediately adjacent to the Vickrey Center for YMCA to construct a health and wellness facility and a swimming pool for YMCA patrons.
6. City to construct an additional 60-space parking lot in the vicinity and YMCA will have perpetual easement for all parking facilities. The YMCA will have no independent on-site parking on its property.
7. City will construct a playground and grant YMCA a perpetual easement to it and exclusive use of it when DCF-licensed activities are occurring in the playground.
8. City will construct a stormwater holding pond and grant YMCA perpetual use of it for its property's use.
9. City will grant YMCA exclusive use of the Vickrey Center during specified times and dates for YMCA's operation of a DCF-licensed after-school program for a minimum of 135 children. This will occur from 2 - 5:30 pm during the school year and 7 am to 5:30 pm on holidays and teacher workdays.
10. City will pay for all maintenance and janitorial costs and utilities of the Vickrey Center.

**PRIOR ACTION:**

On November 8, 2018 - City Council authorized a land exchange of a portion of city-owned property located at 2130 Summit Boulevard with property owned by the YMCA located at 3215 Langley Avenue to further the development of a soccer complex. Council further declared the city-owned property to be surplus, and deemed such exchange a valid municipal purpose. Council also authorized the Mayor to take all action necessary for the exchange of the properties including, but not limited to dividing, and obtaining an appraisal and survey of the properties.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The YMCA Property is valued at \$520,000 and the City Property is valued at \$196,000, a difference of \$324,000. The YMCA has agreed to accept the commitment of the Use and Program Agreement as satisfactory consideration for the real property exchange, with the understanding that the City will make previously planned LOST and capital improvements to the Roger Scott Complex including installing additional parking next to the Tennis Center, installing a playground next to the Vickrey Center, and installing a new sign along Summit Boulevard. These improvements have been planned within the Local Option Sales Tax Plan and would have been made regardless of the agreement.

**CITY ATTORNEY REVIEW:** Yes

6/4/2019

**STAFF CONTACT:**

Christopher L. Holley, City Administrator  
Brian Cooper, Parks and Recreation Director

**ATTACHMENTS:**

- 1) Proposed City Parcel to be Exchanged
- 2) Soccer Field Concept
- 3) Real Property Exchange Agreement
- 4) YMCA/Langley Appraisal
- 5) YMCA/Langley Survey
- 6) City/Roger Scott Appraisal
- 7) City/Roger Scott Survey
- 8) Letter from Mayor requesting future protection of remaining portion of Hitzman Park wooded area.
- 9) Summary of Changes

**PRESENTATION:** Yes



Attachment 1 - Proposed City Parcel To Be Exchanged

REVISIONS	
#	Description

**STOA**  
Architects

121 E. GOVERNMENT STREET  
PENSACOLA, FL 32502  
(850) 432-1912  
FL LIC. AA0003564

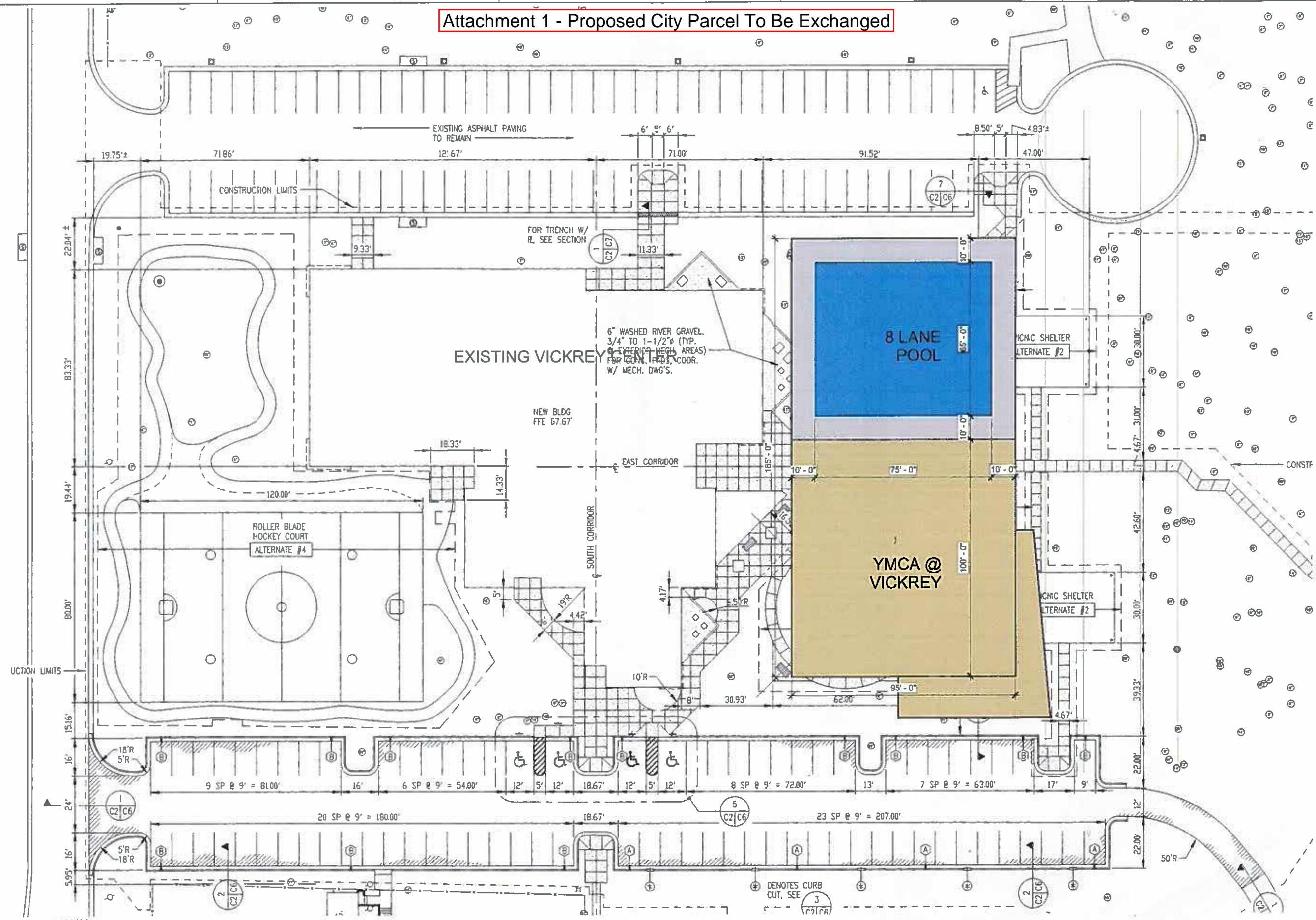
Consultant

Seal

**VICKREY CENTER YMCA**  
SUMMIT BLVD, PENSACOLA, FL  
OVERALL FIRST FLOOR PLAN

DRAWN BY: CK  
DESIGNED BY: CK  
CHECKED BY: MW  
PROJECT NO: 19008  
SHEET NUMBER

**A-101**



PLAN NORTH

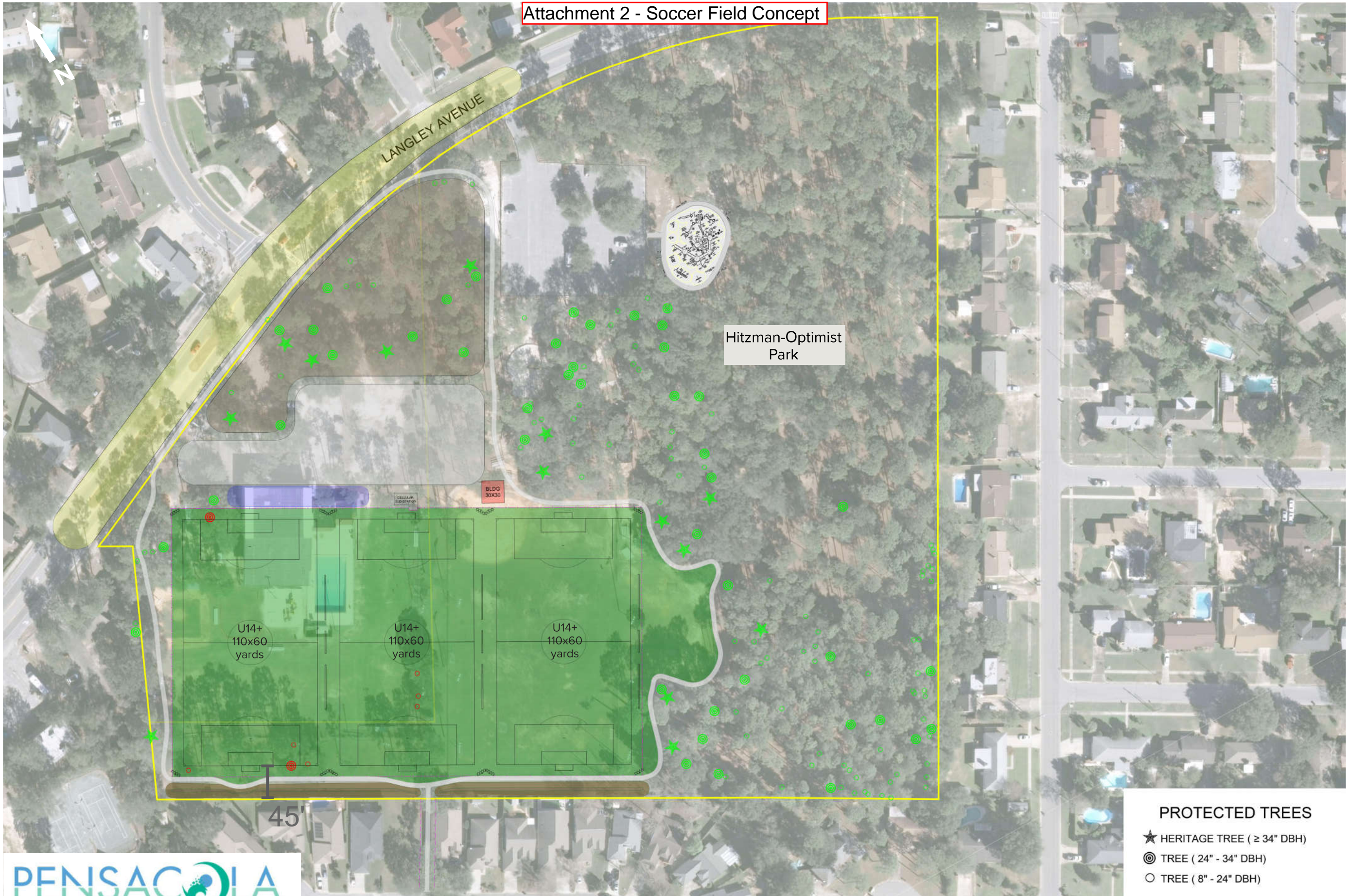
**1** **YMCA @ VICKREY**

SCALE 1" = 20'-0"

--- ARCHITECTURAL A-101-  
C:\Users\ckanher\Documents\Local Projects\Vickrey YMCA\_ckanher@stoaarchitects.com.rvt  
4/8/2019 11:00:35 AM



Attachment 2 - Soccer Field Concept



Hitzman-Optimist Park Improvements

# Refined Concept Layout

### PROTECTED TREES

- ★ HERITAGE TREE ( ≥ 34" DBH)
- ⊙ TREE ( 24" - 34" DBH)
- TREE ( 8" - 24" DBH)

Prepared for the City of Pensacola  
Parks and Recreation Department  
by Mott MacDonald | Feb 21, 2019



## Attachment 3 - Real Property Exchange Agreement

### REAL PROPERTY EXCHANGE AGREEMENT

THIS REAL PROPERTY EXCHANGE AGREEMENT (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between **City of Pensacola**, a Florida municipal corporation ("City"), whose address is 222 W. Main Street, Pensacola, Florida 32502, and the **Young Men's Christian Association of Northwest Florida, Inc.**, a Florida not-for-profit corporation ("YMCA"), whose principal address is 165 E. Intendencia Street, Pensacola, Florida 32502.

### **RECITALS**

WHEREAS, YMCA is the owner of certain real property located at 3215 Langley Avenue, Pensacola, Florida as more particularly described on Exhibit A (the "Langley Property");

WHEREAS, the Langley Property was appraised by Fruitticher Lowery Appraisal Group and has an appraised value of Five Hundred Twenty Thousand and No/100 Dollars (\$520,000.00);

WHEREAS, YMCA currently leases a cell tower located on the Langley Property to Verizon Wireless Personal Communications LP D/B/A Verizon Wireless pursuant to that certain Land Lease Agreement between Verizon and YMCA dated July 7, 2015 (the "Verizon Cell Tower Lease");

WHEREAS, City owns the athletic complex located at 2130 Summit Blvd., Pensacola, Florida (the "Roger Scott Athletic Complex");

WHEREAS, YMCA and City desire to exchange the Langley Property for a portion of the Roger Scott Athletic Complex as depicted on Exhibit B (which depiction includes the proposed location of the YMCA health and fitness building referred to as "YMCA @ Vickery", the 8 lane pool, and an area reflected with hashmarks) (the "Roger Scott Parcel");

WHEREAS, the survey of the Roger Scott Parcel is being updated. Upon updating of the survey, a legal description for the Roger Scott Parcel shall be attached as Exhibit C; and

WHEREAS, the Roger Scott Parcel was appraised by Charlie C. Sherrill, Jr. and has an appraised value of One Hundred Ninety-Six Thousand and No/100 Dollars (\$196,000.00).

### WITNESSETH

NOW THEREFORE, for and in consideration of the promises and covenants made herein, the promises and covenants made in the Use and Program Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and intending to be legally bound, the parties hereto mutually agree that (a) YMCA shall convey and City agrees to accept conveyance of the Langley Property, and (b) City agrees to convey and YMCA agrees to accept conveyance of the Roger Scott Parcel, both subject to the terms, conditions, agreements, additional consideration and covenants contained herein. The conveyances contemplated hereunder shall include all appurtenances, easements and privileges thereto belonging, including all right, title and interest of the respective seller in and to any easements, strips, gores, appurtenances adjoining the real property.

1. Incorporation of Recitals. The above recitals are true and correct and are hereby incorporated into this agreement by this reference.

2. Land Exchange Consideration. On the Closing Date (hereinafter defined), subject to retention of the Verizon Cell Tower Lease as described below, YMCA shall convey free and clear title to the

Langley Property to City or its assignee, by conveyance of a special warranty deed substantially in the form of Exhibit D, attached hereto. In partial consideration of the conveyance of the Langley Property, and in addition to other exchange consideration that City agrees to provide to YMCA (as described hereinafter), City shall convey free and clear title to the Roger Scott Parcel, by conveyance of a special warranty deed substantially in the form of Exhibit E, attached hereto.

3. Retention of Cell Tower Lease and Cell Tower Easement. YMCA shall retain the Verizon Cell Tower Lease and a perpetual easement over a portion of the Langley Property granting YMCA sufficient rights and interest to allow YMCA, as lessor, to satisfy the terms and conditions of the Verizon Cell Tower Lease or a similar cell tower lease.

4. Other Exchange Consideration. In addition to the aforementioned exchange of land, City shall provide the following additional consideration:

A. City shall grant YMCA an easement for the construction and use of a stormwater retention pond located in area reasonably appropriate to accept stormwater runoff from the Roger Scott Parcel. The retention pond shall be designed to accept stormwater from the Roger Scott Parcel to accommodate any and all improvements on such property, including but not limited to a YMCA health, wellness and exercise facility, impervious surfaces (include parking areas), and a pool to be developed in the future. City shall also grant YMCA an easement over and across the property retained by City (the “Retained City Property”) for the flow of stormwater from the Roger Scott Parcel to the retention pond and an easement to use the retention pond for storm water collection. YMCA shall pay for the design and construction of the retention pond. The stormwater easement shall be in the form attached hereto as Exhibit F. City shall record the stormwater easement within 180 days of a written request by YMCA.

B. City shall construct a minimum of 60 additional public parking spaces in the area depicted on Exhibit G. City shall grant YMCA (i) a perpetual non-exclusive ingress and egress easement for YMCA employees, members, guests, invitees, and contractors for pedestrian and vehicular ingress over and across all service drives located on the Roger Scott Athletic Complex, as the same may change from time to time, and otherwise open to the public to and from Summit Boulevard and 12<sup>th</sup> Avenue and (ii) a perpetual non-exclusive parking easement to park in parking spaces located on the Roger Scott Athletic Complex, as the same may change from time to time. The parties agree that the value of the parking easement, including the right to use the additional parking spaces, is Two Hundred Twenty-Nine Thousand and No/100 Dollars (\$229,000.00). The ingress, egress and parking easement shall be in the form attached hereto as Exhibit H and shall be recorded simultaneously with Closing (and will be amended to include the to-be-constructed additional parking upon completion). City shall construct such the additional parking spaces within 270 days of written request by YMCA.

C. City shall build a public playground in the area depicted on Exhibit I. At a minimum, the playground shall include features and elements similar to those described on the quote from Gulf Coast Recreation attached here to as Exhibit J. Under the Use and Program Agreement, YMCA shall have certain rights to use the playground. The parties agree that the value of the playground and the right to use the playground is Sixty-Five Thousand and No/100 Dollars (\$65,000.00). City shall construct the playground within 180 days of a written request by YMCA.

D. City agrees to grant easements for any and all utilities necessary to operate a YMCA health, wellness, and fitness facility (and a pool to be developed in the future), including but not limited to utilities for water, sewer, power, fire main, phone, and cable, across the Retained City Property in areas to be reasonably agreed to by YMCA and City. YMCA shall record the easement within a reasonable time after request by YMCA to accommodate construction of improvements on the Roger Scott Parcel. The YMCA shall have its own separate utilities meter. City agrees to allow YMCA to tie into City’s utilities if

such connection is acceptable to the utility provider. City also agrees to a shut-down of utilities as necessary for YMCA to install utilities and to tie into City's utilities, if allowed by utility provider.

E. Signage. YMCA and City shall install new signage, with a design mutually agreed upon, at the entrance to the Vickery Center location on Summit Boulevard. City shall pay \$30,000.00 towards the design, purchase and installation of the new signage. Such signage shall be in compliance with applicable law. YMCA and City shall mutually agree on the design and to equally share the cost to maintain any such sign in good state of repair. The sign shall be installed within 90 days of the Effective Date. If requested, City shall grant YMCA a signage easement upon terms reasonably agreed to by the parties hereto.

F. City agrees to grant YMCA a temporary easement of ingress, egress, and use of an area for staging during construction of any improvements on the Roger Scott Parcel, including but not limited to the construction of a new YMCA fitness facility and a possible future pool. The area will be located near the Roger Scott Parcel and shall be reasonable in size to accommodate a construction site for the desired improvements.

G. Paragraphs 4, A through 4, F shall survive closing.

5. Survey. A survey of the Langley Property has been completed. The Roger Scott Parcel is being surveyed. The surveys for the Langley Property and the Roger Scott Parcel are each referred to herein as a "Survey." In the event a Survey reflects any easements, encroachments, rights-of-way, roads, lack of access, deficiencies, gaps or gores or hiatus between any of the parcels included within the respective property being exchanged hereunder or between such property and any adjoining streets or roads, or any other adverse matters not acceptable to the respective transferee of such property, such party may notify transferor of such objections to the Survey within the applicable time period set forth in Paragraph 6 hereof. Objections to a Survey shall be treated as Title defects pursuant to Paragraph 6. The transferee of such property shall be entitled to obtain an update of the Survey ("**Updated Survey**") at any time prior to the Closing, at such party's expense. If any Updated Survey reveals any adverse matter not disclosed by the Survey, then such Updated Survey defect shall be handled in the same manner as a new title defect.

6. Evidence of Title. Within Sixty (60) Days after the Effective Date, the respective transferee of a property hereunder shall obtain, at such party's expense, and provide a copy thereof to transferor of such property within five (5) days after receipt thereof, a commitment for an owner's title insurance policy, (the "**Title Commitment**"), agreeing to issue to the transferee, upon recording of a Special Warranty Deed, a title insurance policy in the amount of the appraised value of the property specified in the recitals to this Agreement, insuring the transferee's title to the Property, subject only to encumbrances and matters that are permitted, ("**Permitted Encumbrances**").

A. Permitted Encumbrances include the following:

- i. Requirements, approvals, ordinances, regulations, restrictions, prohibitions or other matters issued by a Governmental Entity, including, but not limited to such matters that involve land use, zoning, water retention, or storm water management;
- ii. Matters appearing on a plat of record or common to a subdivision in which the Property exists, other than plats that may have existed previously but are not part of the current development plan;
- iii. Oil, gas or mineral rights if there is no right of entry;

- iv. Easements to a public utility or governmental entity;
- v. Taxes for the year of Closing and subsequent years;
- vi. Other Permitted Encumbrances: none.

The Title Commitment shall include legible copies of all documents referenced therein. The Title Commitment shall provide that all "standard exceptions" (including exceptions for taxes (for years prior to the year of Closing) and assessments not shown in the public records, claims of unrecorded easements, parties other than owner in possession, construction liens and matters disclosed on an accurate Survey, shall be deleted from the Policy when issued. The transferor of a property hereunder shall provide to the Closing Agent any affidavits, undertakings and other instruments required to delete said standard exceptions.

B. Objections to Title. If the Title Commitment contains exceptions to coverage other than the standard exceptions which adversely affect title to the respective property and render title unmarketable and uninsurable, or if the Survey reveals any defect as set forth in Paragraph 6 hereof, the transferee of such property shall notify the transferor, in writing, of the transferee's objection to such exceptions within ten (10) days after the Title Commitment and copies of all underlying title search instruments and the Survey have been furnished to the transferee.

C. Curing Title Objections. The transferor shall have thirty (30) days after receipt of such notice in which to cure such defects (the "**Title Curative Period**") and furnish to the transferee evidence that same have been cured. The Closing Date shall be postponed and extended for the Title Curative Period. If the Title defects are cured within the Title Curative Period, the sale and purchase shall be closed within seven (7) days after written notice to transferee, but not earlier than the Closing Date. In the event that transferor is unable to cure such defects within the Title Curative period, the transferor may give notice of the necessity to extend the Title Curative Period for an additional one hundred twenty (120) days. If the transferor fails to cure such defects within the Title Curative Period (as extended if applicable), or notifies transferee in writing that transferor has determined, in transferor's sole discretion, that it is not feasible on a commercially reasonable basis to cure one or more of transferee's objections (in which event transferor shall notify transferee of its determination within twenty (20) days after its receipt of transferee's notice of title objections), transferee shall have the option, to be exercised in its sole discretion, to either: (i) complete the purchase in accordance with the Agreement and accept title to the property subject to such objections without any adjustment to the purchase price; or (ii) terminate this Agreement by written notice thereof to the transferor within seven (7) days after transferee's receipt of written notice of the transferor's failure to cure transferee's objections within the Title Curative Period or transferor's determination that curing transferee's objections is not feasible, whereupon this Agreement shall terminate and be of no further force or effect.

D. Updates of Title. If Closing is scheduled to occur more than thirty (30) days from the date of the Title Commitments, the Title Commitments shall be updated by endorsements (each referred to as an "**Update Endorsement**") which endorsements, together with legible copies of any additional matters identified therein, shall be delivered to the respective transferee no less than five (5) days before the respective Closing Date. If any Update Endorsement discloses any new requirement, defect, Encumbrance or other adverse matter that is not a Permitted Encumbrance, then the respective transferee shall notify the respective transferor in writing specifying the new title defect. The transferor shall have a period of thirty (30) days following the receipt of such notice from the transferee to cure such new title defect and, if necessary, the Closing Date shall be extended as provided above. The transferor agrees to use diligent, good faith efforts to attempt to remove the new title defect, as provided above. If the

transferor fails to cure any such new title defect, the transferee shall have the remedies provided above in this Section.

E. **Title Policy.** At or after Closing, the party who procured the Title Commitment shall be responsible for providing the respective transferee a standard ALTA Owner's Policy of Title Insurance (10/17/92) (with Florida modifications) for the property based on the Title Commitment and any issued Update Endorsements (the "Policy"). The Policy will be issued by the Closing Agent and be underwritten by the Closing Agent that underwrote the Title Commitment, will be in the amount of the appraised value as stated in the recitals to this Agreement, and will insure the respective transferee's fee simple title to such property subject only to the Permitted Encumbrances. If the transferee has not provided Closing Agent a Survey certified to all appropriate parties and showing no defects, the policy shall obtain exceptions for matters which would be disclosed by an accurate Survey and inspection of such property, and easements and claims of easements not shown by the public records.

F. **The Parties have been fully advised and agree that time is of the essence with respect to the parties' obligations under this Section.**

7. **Closing.** Provided that all conditions precedent contained in this Agreement have been satisfied or waived, the parties agree that closing shall occur on or before July 26, 2019 (the "Closing Date") at the office of Litvak Beasley Wilson & Ball, LLP or at such other date and location in Pensacola, Florida as the parties may mutually agree.

YMCA agrees to convey the Langley Property by Special Warranty Deed and to pay the documentary stamp taxes in connection with the deed. YMCA shall pay the cost to record the deed, the examination of the title, title insurance premium, escrow fees, and survey and appraisal fees in connection with the sale and conveyance of the Langley Property. Each party shall be responsible for the fees and expenses of their own counsel and other consultants.

City agrees to convey the Roger Scott Parcel by Special Warranty Deed and to pay the documentary stamp taxes in connection with the deed. City shall pay the cost to record the deed, the examination of the title, title insurance premium, escrow fees, and survey and appraisal fees in connection with the sale and conveyance of the Roger Scott Parcel. Each party shall be responsible for the fees and expenses of their own counsel and other consultants.

8. **Proration of Real Estate Taxes.** Ad valorem real property taxes shall be prorated based on taxes for the current year, if known, and allowances made for the maximum discount. If Closing occurs before the amount of current year's taxes or current year's millage is fixed, the taxes shall be prorated based upon the assessment and/or millage rate for the immediately preceding year. If the information for the current year is not available, the proration shall be the previous year's tax figure. Any proration based upon an estimate shall be readjusted upon request by either Party when the actual tax statement is received. This covenant shall survive Closing.

9. **Risk of Loss.** The RISK OF LOSS related to the Langley Property shall remain with YMCA until the Closing Date. After the Closing Date, City shall be responsible for all costs associated with the Langley Property, and YMCA shall be responsible for all costs associated with the Roger Scott Parcel.

10. **Contingent Upon Execution of the Use and Program Agreement.** This Agreement and the transactions contemplated herein are contingent upon the following:

A. City and YMCA entering into a Use and Program Agreement (the "Use and Program Agreement") acceptable to each party concerning YMCA's use of the Vickery Resource Center located at

the Roger Scott Athletic Complex to provide certain membership programs; and

B. The Property's lawful use would allow the construction and operation of a recreation and health wellness facility.

C. Obtaining necessary variances from applicable land use and zoning code restrictions to allow for the construction of a proposed 20,000 sq. foot health and fitness building (a 2-story building, with 10,000 square feet per floor) and an enclosed 8 lane swimming pool, with necessary parking and green space.

D. The City and the YMCA shall each have a reasonable opportunity to conduct a suitable environmental assessment of the properties being conveyed, if they so choose, with each party to bear its own cost of assessment.

#### 11. Miscellaneous Provisions

A. Assignment. YMCA may assign this Agreement to a new entity formed and wholly owned by YMCA for the purpose of acquiring the Roger Scott Parcel.

B. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts shall bear the respective signatures of all of the parties designated as signatories herein. If this Agreement shall be executed in counterparts, then upon the subsequent written request of any signatory, all parties shall join in the signing of one complete original instrument. A facsimile or pdf copy of this Agreement evidencing any signatures shall be considered as an original for all purposes.

C. Calculation of Time. All references to days shall mean calendar days unless Business Days are specifically stated. "Business Days" shall mean Monday through Friday, and exclude legal holidays. If any time period ends on a Saturday, Sunday, or legal holiday, it shall instead be deemed to expire at the end of the next Business Day.

D. Time of the Essence. **The Parties have been fully advised and agree that time is of the essence in this Agreement.**

E. Brokerage. Both City and YMCA warrant that no brokers, agents or finders were involved in this transaction, and each party indemnifies and holds harmless the other party against any broker, agent or finder claiming a commission as a result of the conduct of said party.

F. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties involved hereto and their respective successors and assigns.

G. Governing Law. This agreement shall be governed by and construed under the laws of the State of Florida.

H. Survival. This Agreement shall survive Closing hereunder.

I. Time. Time shall be of the essence.

J. Effective Date. The Effective Date of this Agreement shall be the date that the last of YMCA and City have executed this Agreement.



K. Enforcement and Waiver. This Agreement may be enforced only by and against the parties hereto, their successors and assigns. It shall not be construed so as to confer any rights on anyone else or to render any party a third-party beneficiary of this Agreement. The failure to enforce any requirement, term, restriction or obligation herein, shall not be deemed a waiver of the right to do thereafter, or in other situations, nor of the right to enforce any other term, condition or restriction contained herein.

L. Authority. Each party represents and warrants to the other that they have the full and unrestricted power and authority to execute and deliver this Agreement and all other documents required or contemplated by the terms of this Agreement and to consummate the transactions and activities contemplated herein, without the necessity of joinder by any other party.

12. Default. If either YMCA or City defaults hereunder, the other party shall have all legal and equitable remedies, including the right of specific performance.

13. The City of Pensacola expressly reserves and does not waive its municipal authority and police power by entering into this Agreement, including its sovereign immunity, its legislative authority, and its power of eminent domain.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by a duly authorized officer.

**THE CITY:**

City of Pensacola

By: \_\_\_\_\_  
Grover Robinson, Mayor

Date: \_\_\_\_\_, 2019

Attest:

\_\_\_\_\_  
City Clerk  
Approved as to Content

\_\_\_\_\_  
Department Head

Approve as to Form:

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

Witnesses:

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature

**THE YMCA:**

Young Men's Christian Association of Northwest Florida, Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2019

Attest:

\_\_\_\_\_  
Secretary (SEAL)

Witnesses:

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature

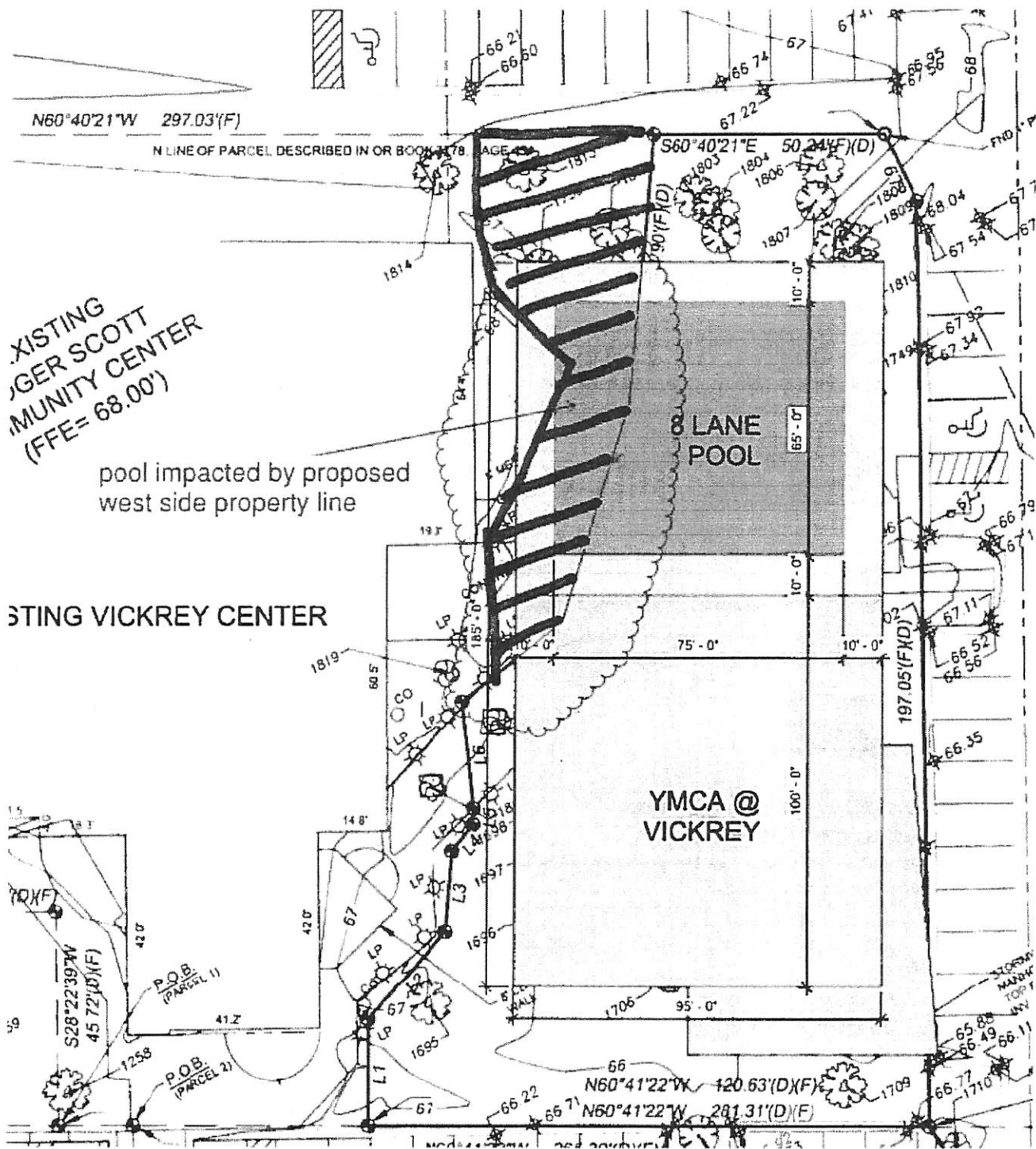
\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature

**Exhibit A**  
**To Real Property Exchange Agreement**  
**Legal Description of Langley Property**

Commence at the southwest corner of Section 13, Township 1 South, Range 29 West; thence South 64° 00' East along the south line of said Section 13, 812.24 feet, thence North 26° 00' East, 501.67 feet to the Point of Beginning; thence South 26° 00' West, 758.47 feet; thence North 64° 00' West, 369.94 feet; thence North 19° 19' 21" East, 258.55 feet to the South line of said Section 13, thence North 64° 00' West along said Section line, 30.46 feet; thence North 62° 24' 30" East, 341.72 feet to the point of curvature of a circular curve concave to the southeast, and having a radius of 1060.00 feet; thence northeasterly along said circular curve, 322.41 feet to the Point of Beginning.

The above described parcel lies within Section 13 and Section 14, Township 1 South, Range 29 West, Escambia County, Florida, and contains 5.00 acres, more or less.



Thanks!

Christopher

**CHRISTOPHER KARIHER, AIA, NCIDQ, LEED AP BD+C : ID+C**

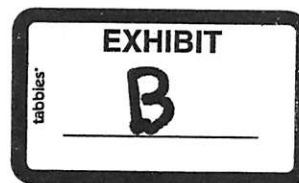
Project Manager

T: 850.432.1912

C: 850.206.5070

121 E. Government Street, Pensacola, FL 32502

[www.stoaarchitects.com](http://www.stoaarchitects.com)



**Exhibit C  
To Real Property Exchange Agreement  
Legal Description of Roger Scott Parcel**

**[TO BE INSERTED UPON OBTAINING SURVEY OF ROGER SCOTT PARCEL]**

Exhibit D  
To Real Property Exchange Agreement  
Form of Special Warranty Deed (Langley Property)

This Instrument Prepared By:  
Kramer A. Litvak  
Litvak Beasley Wilson & Ball, LLP  
40 S. Palafox Place, Suite 300  
Pensacola, Florida 32502  
(850) 432-9818  
Florida Bar No.: 965881

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Young Men's Christian Association of Northwest Florida, Inc., a Florida not-for-profit corporation, (herein "Grantor"), whose address is 165 E. Intendencia Street, Pensacola, Florida 32502, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, does hereby bargain, sell, remise, confirm, convey and grant unto City of Pensacola, a Florida municipal corporation (herein "Grantor"), whose address is 222 W. Main Street, Pensacola, Florida 32502, it's successors, and assigns, forever, the following described real property located in Escambia County, Florida:

Commence at the southwest corner of Section 13, Township 1 South, Range 29 West; thence South 64° 00' East along the south lien of said Section 13, 812.24 feet, thence North 26° 00' East, 501.67 feet to the Point of Beginning; thence South 26° 00' West, 758.47 feet; thence North 64° 00' West, 369.94 feet; thence North 19° 19' 21" East, 258.55 feet to the South line of said Section 13, thence North 64° 00' West along said Section line, 30.46 feet; thence North 62° 24' 30" East, 341.72 feet to the point of curvature of a circular curve concave to the southeast, and having a radius of 1060.00 feet; thence northeasterly along said circular curve, 322.41 feet to the Point of Beginning.

The above described parcel lies within Section 13 and Section 14, Township 1 South, Range 29 West, Escambia County, Florida, and contains 5.00 acres, more or less.

Subject to taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anyway appertaining, free from all exemptions and right of homestead, in fee simple forever. And Grantor covenants that Grantor has good right, full power, and lawful authority to grant, bargain, sell, and convey the same, and hereby warrants title to said interest in the property and will defend same against the lawful claims of all persons claiming by, through or under the Grantor, but against no others.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2019.

Young Men's Christian Association of Northwest Florida, Inc.

WITNESSES:

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

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as \_\_\_\_\_ of Young Men's Christian Association of Northwest Florida, Inc., a Florida not-for-profit corporation, who personally appeared before me and who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
**NOTARY PUBLIC**



Exhibit E  
To Real Property Exchange Agreement  
Form of Special Warranty Deed (Roger Scott Parcel)

This Instrument Prepared By:  
Kramer A. Litvak  
Litvak Beasley Wilson & Ball, LLP  
40 S. Palafox Place, Suite 300  
Pensacola, Florida 32502  
(850) 432-9818  
Florida Bar No.: 965881

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that City of Pensacola, a Florida municipal corporation (herein "Grantor"), whose address is 222 W. Main Street, Pensacola, Florida 32502, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, does hereby bargain, sell, remise, confirm, convey and grant unto Young Men's Christian Association of Northwest Florida, Inc., a Florida not-for-profit corporation, (herein "Grantee"), whose address is 165 E. Intendencia Street, Pensacola, Florida 32502, his heirs, successors, and assigns, forever, the following described real property located in Escambia County, Florida:

[LEGAL DESCRIPTION TO BE INSERTED UPON OBTAINING SURVEY OF ROGER SCOTT PARCEL]

Subject to taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead, in fee simple forever. And Grantor covenants that Grantor has good right, full power, and lawful authority to grant, bargain, sell, and convey the same, and hereby warrants title to said interest in the property and will defend same against the lawful claims of all persons claiming by, through or under the Grantor, but against no others.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2019.

City of Pensacola, a Florida municipal corporation

WITNESSES:

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

By: \_\_\_\_\_  
Grover Robinson, Mayor  
Its: Mayor

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

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Grover Robinson, as Mayor of the City of Pensacola, a Florida municipal corporation, who personally appeared before me and who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
**NOTARY PUBLIC**

Exhibit F  
To Real Property Exchange Agreement  
Form of Stormwater Easement

Prepared by:  
Kramer A. Litvak, of  
Litvak Beasley Wilson & Ball, LLP  
40 S. Palafox Place, Suite 300  
Pensacola, Florida 32591-3503

STATE OF FLORIDA

COUNTY OF ESCAMBIA

**NONEXCLUSIVE GRANT OF STORMWATER EASEMENT**

This Nonexclusive Grant of Easements (this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by City of Pensacola, a Florida municipal corporation ("Grantor") in favor of the Young Men's Christian Association of Northwest Florida, Inc., a Florida not-for-profit corporation ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of the athletic complex located at 2130 Summit Blvd., Pensacola, Florida (the "Parcel 1");

WHEREAS, previously hereto, Grantor sold, transferred, and conveyed that certain parcel of property located in Escambia County, Florida, and described on the attached **Stormwater Easement Schedule A** (referred to as "Parcel 2") to Grantee; and

WHEREAS, Parcel 1 and Parcel 2 are contiguous;

WHEREAS, Grantor desires to grant to Grantee, its successors and assigns, certain easements over, across, and upon Parcel 1 and does further desire that said easements run with the property, subject to the terms, provisions and conditions of this agreement.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of their mutual covenants, terms, and conditions hereinafter expressed, the parties hereto agree as follows:

1. Grant of Easement to Use Retention Pond and Stormwater Collection System. Grantor does hereby grant, transfer, convey, and deliver to Grantee, its successors and assigns, a perpetual nonexclusive easement to cause water run-off from Parcel 2 to flow through the stormwater collection system located in the Access Utility & Stormwater Easement area of Parcel 1 ("Stormwater Easement Area") as depicted on **Stormwater Easement Schedule B** and as described on **Stormwater Easement Schedule C**. Grantor does hereby also grant, transfer, convey, and deliver to Grantee, its successors and assigns, a perpetual nonexclusive easement to use the retention pond ("Retention Pond") located in the Easement Area and depicted on **Stormwater Easement Schedule B**. City, at its expense, shall maintain the Retention Pond located on Parcel 1 and the stormwater collection system located on Parcels 1 and 2 shall be paid 50% by the owners of Parcel 1 and 50% by the owners of Parcel 2. If the parties cannot agree on an issue concerning the maintenance and repair of the Retention Pond and the stormwater collection system, or any facilities and appurtenances thereto, then such matter shall be resolved according to the provisions of

Section 4 below. If the required repair necessitates immediate or expeditious action, then either party may cause commercially reasonable repairs to be made and shall be entitled to reimbursement of the pro-rata share of the expense by the other party. The grant of the easements under this Section 1 are subject to and the Grantor reserves unto itself the right to utilize the Retention Pond for water run-off and retention and the right to utilize the stormwater collection system in any other manner not inconsistent with the rights herein conveyed to Grantee.

2. Term. This easements and conditions, rights, and privileges herein granted shall be perpetual. Grantor hereby warrants and agrees to forever defend the above-described easements and rights unto Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof.

3. Easement to Run with Land. The easements and conditions shall run with the land and shall be binding on, and shall inure to the benefit of, the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

4. Dispute Resolution. The Parties acknowledge that the easements granted herein will establish a long-term working relationship between the City and the YMCA, which will require each party to act in good faith and fair dealing in order to render a high quality of public service to the citizens of Pensacola and the patrons of the YMCA. The parties further acknowledge that use, operation, and maintenance of the easements granted herein will require cooperation between the parties, their agents, officers, employees, and volunteers, and that in the process of drafting the easements it has not been possible to anticipate and resolve in advance all disagreements that may arise. In order to provide a framework for ensuring good faith and a process for resolution of unanticipated matters, the following commitments are agreed to:

- A. Each party shall inform the other at the earliest practicable time that a problem has arisen that requires action on the part of the other party.
- B. If a party believes that a provision of the easements granted herein has been or is anticipated to be breached, or if a party believes there is a dispute concerning an issue or problem not contemplated by the terms of these easements, the party shall notify the other party in writing of that position.
- C. Upon receipt of a notification of an issue, problem or an asserted or anticipated breach of these easements, the parties will arrange for authorized representatives to meet and confer as soon as possible, but no later than 72 hours following notification.
- D. If the resolution of the issue or problem requires the development of a procedure or protocol to be followed to avoid a recurrence, that procedure shall be developed and implemented immediately upon mutual consent to it.
- E. If the resolution of the issue or anticipated breach requires the expenditure of funds beyond the authority of the City's Parks and Recreation Director or his/ her YMCA counterpart to commit, the party bearing the responsibility to make the expenditure will advise the other party as promptly as possible regarding the action to be taken and the timetable required.
- F. In the event that a problem or issue cannot be resolved through the steps outlined above, the parties agree that they will utilize a mediation process substantially similar to that utilized by the Florida court system, although it shall not be necessary to utilize a compensated mediator or panel of mediators if there is mutual agreement not to do so. If a mediator or panel of mediators cannot be agreed upon, the Mayor and the YMCA Executive Director shall appoint one nominee each and those two nominees shall select the mediator. The issue shall thereafter be scheduled for mediation at the earliest practicable opportunity.
- G. In the event that mediation is not successful in resolving the dispute or problem, and litigation is being considered, the party seeking to initiate litigation shall be required to secure the approval of a majority of its governing board or body prior to the initiation of litigation.

(Signature Page to Follow)

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals this the day and year first above written.

**GRANTOR:**  
City of Pensacola, a Florida municipal corporation

WITNESSES:

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

By: \_\_\_\_\_  
Grover Robinson, Mayor  
Its: Mayor

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

Attest:

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

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Grover Robinson, as Mayor of the City of Pensacola, a Florida municipal corporation, who personally appeared before me and who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
**NOTARY PUBLIC**

**GRANTEE:**  
Young Men's Christian Association of Northwest Florida, Inc.

WITNESSES:

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

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as \_\_\_\_\_ of Young Men's Christian Association of Northwest Florida, Inc., a Florida not-for-profit corporation, who personally appeared before me and who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
**NOTARY PUBLIC**

**SCHEDULES TO BE ATTACHED TO  
NONEXCLUSIVE GRANT OF STORMWATER EASEMENTS**

**Stormwater Easement Schedule A  
Legal Description of Parcel 2**

**[TO BE INSERTED UPON ATTAINING SURVEY OF PARCEL 2 (THE ROGER SCOTT PARCEL)]**

**Stormwater Easement Schedule B  
Depiction of Stormwater Easement Area**

**[TO BE INSERTED UPON DETERMINING APPROPRIATE LOCATION OF EASEMENT AND PRIOR TO  
RECORDING THIS EASEMENT]**

**Stormwater Easement Schedule C  
Legal Description of Stormwater Easement Area**

**[TO BE INSERTED UPON DETERMINING APPROPRIATE LOCATION OF EASEMENT AND PRIOR TO  
RECORDING THIS EASEMENT]**





Roger Scott  
Vickery Center



Roger Scott  
Athletic Complex



Ben & Lu



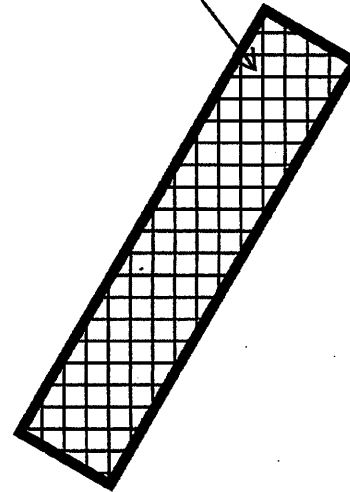
Roger Scott Pool



Roger Scott Dog Park



proposed  
parking area



Summit Blvd

Summit Blvd

Summit Blvd

Summit Blvd

Exhibit G

Page 4 of 6

Exhibit H  
To Real Property Exchange Agreement  
Form of Ingress, Egress and Parking Easement

Prepared by:  
Kramer A. Litvak, of  
Litvak Beasley Wilson & Ball, LLP  
40 S. Palafox Place, Suite 300  
Pensacola, Florida 32591-3503

STATE OF FLORIDA

COUNTY OF ESCAMBIA

**NONEXCLUSIVE GRANT OF INGRESS AND EGRESS  
AND PARKING EASEMENTS**

This Nonexclusive Grant of Ingress and Egress and Parking Easements (this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by City of Pensacola, a Florida municipal corporation ("Grantor") in favor of the Young Men's Christian Association of Northwest Florida, Inc., a Florida not-for-profit corporation ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of the athletic complex located at 2130 Summit Blvd., Pensacola, Florida (the "Parcel 1");

WHEREAS, simultaneous herewith, Grantor sold, transferred, and conveyed that certain parcel of property located in Escambia County, Florida, and described on the attached **Parking Easement Schedule A** (referred to as "Parcel 2") to Grantee; and

WHEREAS, Parcel 1 and Parcel 2 are contiguous;

WHEREAS, Grantor desires to grant to Grantee, its successors and assign, certain easements over, across, and upon Parcel 1 and does further desire that said easements run with the property, subject to the terms, provisions and conditions of this agreement.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of their mutual covenants, terms, and conditions hereinafter expressed, the parties hereto agree as follows:

1. Grant of Ingress and Egress Easement. Grantor does hereby grant, transfer, convey, and deliver to Grantee, its successors, assigns, members, employees, contractors, invitees, visitors, and guests, a perpetual nonexclusive easement (the "Ingress and Egress Easement") on, over, across and through all service drives located on the Roger Scott Athletic Complex, as the same may change from time to time, and otherwise open to the public to and from Summit Boulevard and 12<sup>th</sup> Avenue (the "Ingress and Egress Easement Area") for pedestrian and vehicular ingress and egress to and from Summit Boulevard and Parcel 2 and to access the Parking Spaces described in Section 3 below.

2. Grant of Parking Easement. Grantor does hereby grant, transfer, convey, and deliver to Grantee, its successors, assigns, members, employees, contractors, invitees, visitors, and guests, a perpetual nonexclusive easement (the "Parking Easement") to park in parking spaces located on the Roger Scott Athletic Complex, as the same may change from time to time (the "Parking Easement Areas"). The grant of the Parking Easement and the grant of the easement to use the parking spaces located therein are subject to and the Grantor reserves unto itself, its successors, assigns, members, employees, contractors, invitees, visitors, and guests the right to utilize the Parking Easement Areas and retention and the right to utilize the parking spaces in any other manner not inconsistent with the rights herein conveyed to Grantee.

3. Maintenance of Ingress and Egress Improvements and Parking Improvements. The City shall maintain the parking surfaces and parking improvements at its cost and to the standards it applies to public parking facilities generally.

4. Term. This easements and conditions, rights, and privileges herein granted shall be perpetual. Grantor hereby warrants and agrees to forever defend the above-described easements and rights unto Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof.

5. Easement to Run with Land. The easements and conditions shall run with the land and shall be binding on, and shall inure to the benefit of, the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

6. Dispute Resolution. The Parties acknowledge that the easements granted herein will establish a long-term working relationship between the City and the YMCA, which will require each party to act in good faith and fair dealing in order to render a high quality of public service to the citizens of Pensacola and the patrons of the YMCA. The parties further acknowledge that use, operation, and maintenance of the easements granted herein will require cooperation between the parties, their agents, officers, employees, and volunteers, and that in the process of drafting the easements it has not been possible to anticipate and resolve in advance all disagreements that may arise. In order to provide a framework for ensuring good faith and a process for resolution of unanticipated matters, the following commitments are agreed to:

- A. Each party shall inform the other at the earliest practicable time that a problem has arisen that requires action on the part of the other party.
- B. If a party believes that a provision of the easements granted herein has been or is anticipated to be breached, or if a party believes there is a dispute concerning an issue or problem not contemplated by the terms of these easements, the party shall notify the other party in writing of that position.
- C. Upon receipt of a notification of an issue, problem or an asserted or anticipated breach of these easements, the parties will arrange for authorized representatives to meet and confer as soon as possible, but no later than 72 hours following notification.
- D. If the resolution of the issue or problem requires the development of a procedure or protocol to be followed to avoid a recurrence, that procedure shall be developed and implemented immediately upon mutual consent to it.
- E. If the resolution of the issue or anticipated breach requires the expenditure of funds beyond the authority of the City's Parks and Recreation Director or his/ her YMCA counterpart to commit, the party bearing the responsibility to make the expenditure will advise the other party as promptly as possible regarding the action to be taken and the timetable required.
- F. In the event that a problem or issue cannot be resolved through the steps outlined above, the parties agree that they will utilize a mediation process substantially similar to that utilized by the Florida court system, although it shall not be necessary to utilize a compensated mediator or panel of mediators if there is mutual agreement not to do so. If a mediator or panel of mediators cannot be agreed upon, the Mayor

and the YMCA Executive Director shall appoint one nominee each and those two nominees shall select the mediator. The issue shall thereafter be scheduled for mediation at the earliest practicable opportunity.

G. In the event that mediation is not successful in resolving the dispute or problem, and litigation is being considered, the party seeking to initiate litigation shall be required to secure the approval of a majority of its governing board or body prior to the initiation of litigation.

(Signature Page to Follow)

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the day and year first above written.

**GRANTOR:**  
City of Pensacola, a Florida municipal corporation

WITNESSES:

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

By: \_\_\_\_\_  
Grover Robinson, Mayor  
Its: Mayor

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

Attest:

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

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Grover Robinson, as Mayor of the City of Pensacola, a Florida municipal corporation, who personally appeared before me and who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
**NOTARY PUBLIC**

**GRANTEE:**  
Young Men's Christian Association of Northwest Florida, Inc.

WITNESSES:

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

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as \_\_\_\_\_ of Young Men's Christian Association of Northwest Florida, Inc., a Florida not-for-profit corporation, who personally appeared before me and who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
**NOTARY PUBLIC**

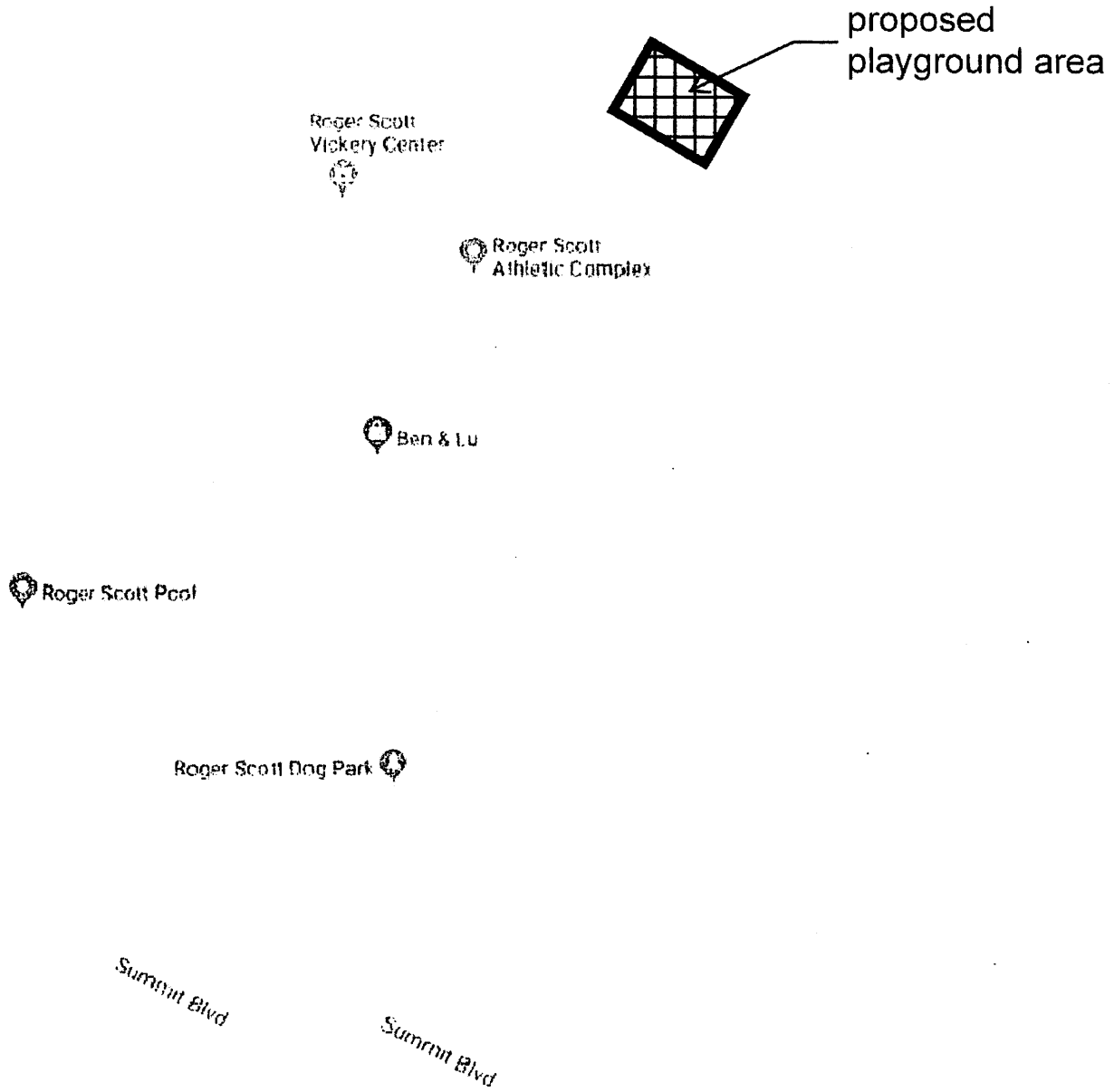
**SCHEDULES TO BE ATTACHED TO  
NONEXCLUSIVE GRANT OF  
INGRESS, EGRESS AND PARKING EASEMENTS**

**Parking Easement Schedule A  
Legal Description of Parcel 2**

**[TO BE INSERTED UPON OBTAINING A SURVEY OF PARCEL 2 (THE ROGER SCOTT PARCEL) AND  
PRIOR TO RECORDING THE EASEMENT]**



# EXHIBIT I



# EXHIBIT J



## Augusta

**\$35,448**

AGE RANGE: 2-12 YEARS

CHILD CAPACITY: 69-79

FALL HEIGHT: 84"

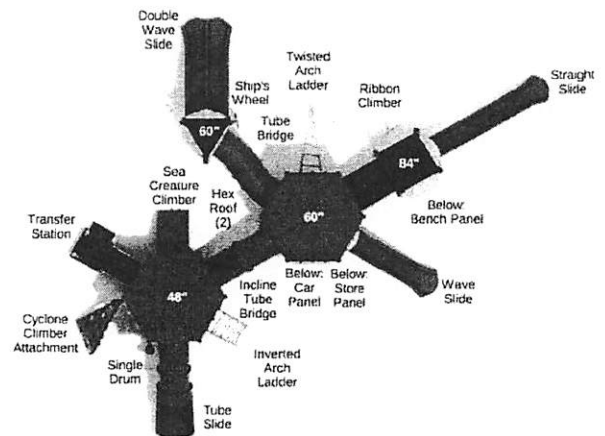
SAFETY ZONE: 46'6" x 51'5"



Discover a mystical, gem-toned sea castle fit for a ship of tiny heroes and heroines: the Augusta. With a vibrant color palette and four amazing decks, the Augusta design is a sprawling maze of crawl tubes, slides, and climbers that will entertain kids for hours. It features four types of slides: a Double Slide, Straight Slide, Wave Slide, and a Straight Tube Slide. And it also has a beautiful blue roofline, an Inverted Arch Climber, a Double Loop Climber, a Twisted Ladder Climber, an Arch Panel Climber, and a Twisted Rock Wall Climber for kids who love to scale and swing. Augusta includes fun ground-level elements to engage kids of all ability levels, like the pretend-play Car Panel, Storefront Panel, and Ship's Wheel. Kids can rest awhile and take in the action with the Bench Panel, and they'll need it. Trust us: your kids will want to play on Augusta all day.

ITEM	PRICE
AUGUSTA	\$26,375.00
BORDERS 50 AT \$26/EACH	\$1,300.00
EFW MULCH	\$3,800.00
FREIGHT	\$3,450.00
INSTALLATION	\$10,600.00
<b>TOTAL</b>	<b>\$45,525.00</b>

Page 2



The above information is for estimate and project planning purposes only. Applicable taxes, if any, have not been applied to the estimate.

Please contact us with any questions  
[Ryan@gulfcoastrecreation.com](mailto:Ryan@gulfcoastrecreation.com)  
 1-833-PLAY-FUN





FRUITTICHER - LOWERY  
APPRAISAL GROUP

3000 LANGLEY AVENUE \* SUITE 402 \* PENSACOLA, FLORIDA 32504 \* (850) 477-0419 FAX (850)477-7931

November 8, 2018

YMCA of Northwest Florida  
165 East Intendencia Street  
Pensacola, FL 32502

Attn: Mr. Michael Bodenhausen,  
CEO

Letter of Transmittal

RE: An Appraisal Report of the existing  
YMCA of Northwest Florida - Langley  
Campus located at 3215 Langley Avenue in  
Pensacola, FL.

Dear Mr. Bodenhausen:

At your request, information was obtained and reviewed of the above referenced property for the purpose of estimating the current market value of the fee simple estate of the existing YMCA of Northwest Florida - Langley Campus. 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 3-6 Months. In accordance with USPAP, I am informing the client that I have performed no real estate services regarding the subject property within the past three years prior to the engagement of these services.



Mr. Michael Bodenhausen  
November 8, 2018  
Page 3

The subject property consists of a currently developed 215,638 square foot or 4.95-acre parcel of land located in Pensacola, Escambia County, Florida. The property is zoned "R-2", with the existing improvements being an allowable use for the site.

The improvements to the site consist of the original YMCA improvements including an approximate 11,440 square foot, two-story concrete block building with an attached covered basketball court and an approximate 1,156 square foot, one-story maintenance and restrooms building. The improvements were constructed in 1965 and have reached the end of their economic lives. Other on-site improvements include an Olympic sized inground pool, fenced playground and baseball fields and soccer fields. Parking is located near the front of the building and is primarily a dirt and gravel parking.

This appraisal is based upon the extraordinary assumption that all equipment is in good working order and there are structural deficiencies that would affect the operations of the property. This appraisal is based upon the extraordinary assumption that all information provided to the appraiser by the client and property representative are correct to include survey, site plan, and property information. The appraisal is based upon the extraordinary assumption that there are no adverse environmental conditions that would affect the marketability or the value of the property.

Subject to the above and the limiting conditions and certification as set forth herein, it is my opinion that the current market value of the Fee Simple estate as of the last date of inspection, November 2, 2018, was:

**CURRENT MARKET VALUE**

**FIVE HUNDRED TWENTY THOUSAND DOLLARS**

**\$520,900**

The above value does not include the value of the ground lease to Verizon Wireless. Verizon has approximately 24-months remaining on the initial lease with monthly net payments of \$1,200. The Lessee also has three automatic renewals of five-years each with 10% increases each renewal option. The tenant can elect to not renew, but it is likely the tenant will renew through at least the first extension and probable through all three extensions. I have estimated the value of the rental income over the remaining term of the initial lease period based upon a discount rate of 8% at \$26,532.

Mr. Michael Bodenhausen  
November 8, 2018  
Page 4

Assuming the Lessee continues through the first renewal period, the net income based upon a monthly rent of \$1,320 for 60-months starting November 1, 2020 with a discount rate of 9% would be \$53,150 in current value.

Assuming the Lessee extends through the second renewal period, the monthly income would be \$1,452 beginning November 1, 2025. Using a discount rate of 11%, the income stream would reflect a current value of \$31,030.

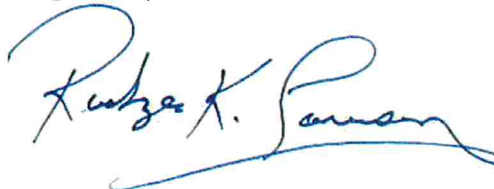
Assuming the Lessee continues through the third renewal period, the monthly income would be \$1,597 for 60-months. Using a discount rate of 13%, the income stream for the third renewal period would reflect a current value of \$14,873.

I have increased the discount rate for each renewal period to compensate for the additional risk inherent in the uncertainty of a lease renewal. However, given the prominence and use of cellular service and data in society, it is my opinion the rates are conservative regarding the risk of renewal. I have not included these values in the value of the land, but are offered as an analysis of the ground lease in place.

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) and the requirements of the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA). 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 don't hesitate to call.

Respectfully submitted,



Rodger K. Lowery, MAI  
State-Certified General Real Estate Appraiser #RZ1922  
[RLowery@FLAG1.Net](mailto:RLowery@FLAG1.Net)  
Phone – (850) 477-0419, ext. 101

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## SUMMARY OF SALIENT FACTS AND CONCLUSIONS

CLIENT: YMCA of Northwest Florida

INTENDED USER: YMCA of Northwest Florida, Inc.

INTENDED USE: The intended use is to establish a value for potential sale purposes..

PROPERTY LOCATION: The subject property is located along the south right-of-way of Langley Avenue, across from Hilltop Road. The YMCA of Northwest Florida - Langley Campus has a street address of 3215 Langley Avenue, Pensacola, Alabama.

SITE SIZE: The existing parcel contains approximately 215,638 square feet or 4.95-acres.

The subject property has good access with frontage as follows:

- Langley Avenue: 664 feet

IMPROVEMENTS: The improvements to the site consist of the original YMCA improvements including an approximate 11,440 square foot, two-story concrete block building with an attached covered basketball court and an approximate 1,156 square foot, one-story maintenance and restrooms building. The improvements were constructed in 1965 and have reached the end of their economic lives. Other on-site improvements include an Olympic sized inground pool, fenced playground and baseball fields and soccer fields. Parking is located near the front of the building and is primarily a dirt and gravel parking.

ZONING: The subject property is zoned R-2. The subject's current use is an allowable use. However, the highest and best use would be the redevelopment of the site with a residential use maximizing the density financially feasible for the site.

ENVIRONMENTAL CONCERNS: The property appears to have no areas of environmental concerns. No evidence of surface soil stain was noted on the property and there does not appear to be any jurisdictional wetlands associated with the site.



SUMMARY OF SALIENT FACTS AND CONCLUSIONS

HIGHEST AND BEST USE: The highest and best use as vacant is a residential development maximizing the density of the property.

DATE OF VALUE: The current date of value is November 2, 2018.

ASSESSED VALUE: \$663,126

ANNUAL PROPERTY TAXES: \$0

PROPERTY RIGHTS APPRAISED: Fee Simple Estate

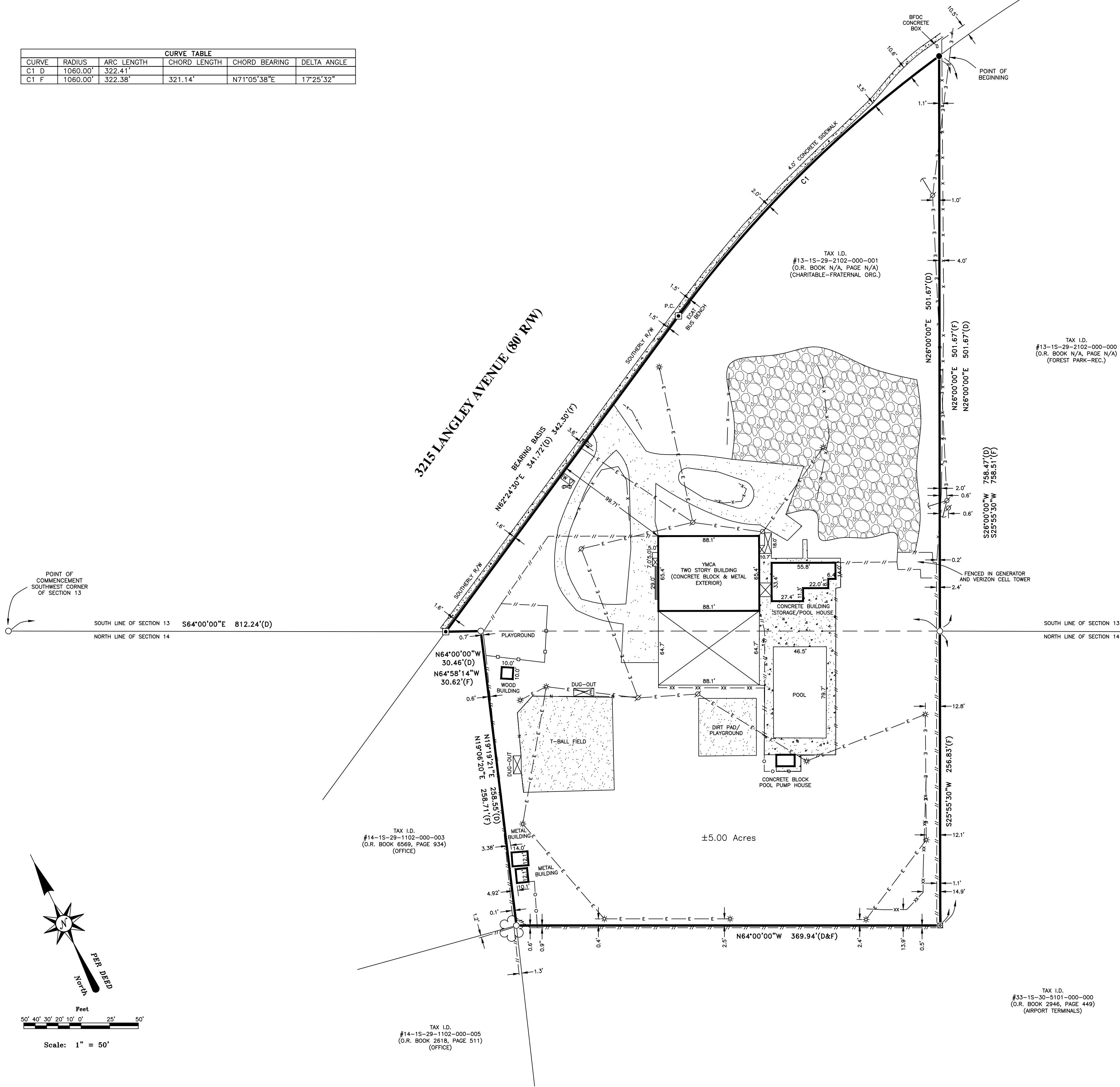
VALUE INDICATIONS – MARKET VALUE

Summary of Values	
Value Premise	As Is
	11/2/2018
Value Conclusion:	\$520,000
<b>Value Conclusion:</b>	<b>\$520,000</b>

# EXHIBIT A

## BOUNDARY SURVEY 3215 LANGLEY AVENUE A PORTION OF SECTION 13 & 14, TOWNSHIP 1 SOUTH, RANGE 29 WEST ESCAMBIA COUNTY, FLORIDA

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	DELTA ANGLE
C1 D	1060.00'	322.41'		
C1 F	1060.00'	322.38'	N71°05'38"E	17°25'32"



**LEGEND**

P.C.	POINT OF CURVATURE	BFOC	BURIED FIBER OPTIC CABLE
R/W	RIGHT OF WAY	●	FOUND 1/2" IRON ROD
O.R.	OFFICIAL RECORD BOOK	○	CALCULATED - UNABLE TO SET
—	AERIAL UTILITY WIRES	■	FOUND 4"x4" SQUARE CONCRETE MONUMENT
—	6" CHAIN LINK FENCE	□	FOUND 4"x4" SQUARE CONCRETE MONUMENT (3" TALL)
—	8" CHAIN LINK FENCE	*	LIGHT POLE
—	4" WOOD RAIL FENCE	⊕	POWER POLE
—	6" WOOD FENCE	⊕	GUY ANCHOR
—	6 1/2" CHAIN LINK FENCE	⊕	WATER METER CONCRETE BOX
—	4" CHAIN LINK FENCE	⊕	BACK FLOW PREVENTER
▨	COVERED (ROOFED) AREA	⊕	SIGN POST - YMCA
▨	ASPHALT	⊕	OAK TREE (6" DIAMETER)
▨	CONCRETE		
▨	GRAVEL		
▨	WOOD DECK		

LEGAL DESCRIPTION: (ESCAMBIA COUNTY PROPERTY APPRAISER)

BEG AT SW COR OF SEC 13 S 64 DEG 0 MIN E ALG S LI OF SEC 13 812 24/100 FT N 26 DEG 0 MIN E 501 67/100 FT FOR POB S 26 DEG 0 MIN W 758 47/100 FT N 64 DEG 0 MIN W 369 94/100 FT N 19 DEG 19 MIN 21 SEC E 258 55/100 FT TO S LI OF SEC 13 N 64 DEG 0 MIN W ALG SD SEC LI 30 46/100 FT N 62 DEG 24 MIN 30 SEC E 341 72/100 FT TO PT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO SE HAVING A RADIUS OF 1060 FT NELY ALD SAID CIRCULAR CURVE 322 41/100 FT TO POB OR 530 P 255 SEC 13/14 T 1 S 29 W

THE UNDERSIGNED CLIENT(S) ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS SURVEY:

\_\_\_\_\_

THE PURPOSE OF THIS SURVEY IS FOR TITLE TRANSACTION AND ITS ACCOMPANYING MORTGAGE. THIS MAP IS CERTIFIED AS MEETING THE FLORIDA STANDARDS OF PRACTICE TO THE FOLLOWING AND IS FOR THE BENEFIT OF ONLY THE FOLLOWING LISTED CLIENT(S), AGENT(S) AND COMPANIES:

YMCA OF NORTHWEST FLORIDA

CLIENT: YMCA OF NORTHWEST FLORIDA

BEARING BASIS: N 62°24'30" E SOUTHERLY R/W LANGLEY AVENUE (PER DEED)

TYPE OF SURVEY: BOUNDARY WITH IMPROVEMENTS

SOURCE OF INFORMATION:  
FIELD EVIDENCE  
DEEDS OF RECORD  
PLAT RECORDED IN:  
PRIOR SURVEYS/DRAWINGS

GENERAL NOTES:  
1. Fence locations as drawn are not to scale. 1A. This drawing only reflects setback lines, which appear on the recorded plat. 1B. Jurisdiction (wetlands) boundary lines not located unless shown on drawing. 2A. This property may also be subject to setback lines mandated by zoning. 2B. Footings, foundations, or any other subsurface structures were not located unless otherwise noted. 3. All bearings and/or angles and distances are Deed and Actual unless otherwise noted: Deed = (D); Description = (DE); Actual Field Measurement = (F); Plat = (P) 4. All measurements were made in accordance with United States standards. The accuracy shown meet the standards required in the appropriate land area. 5. No Title Search of the Public Records has been performed by this firm and lands shown hereon were not abstracted by this firm for ownership, easements, or right-of-ways. The parcel shown hereon may be subject to setbacks, easements, zoning, and restrictions that may be found in the Public Records of said County.

NOT VALID WITHOUT THE ORIGINAL BLUE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

EMPIRE LAND SURVEYING, INC.  
PROFESSIONAL LAND SURVEYING • SERVING NORTHWEST FLORIDA  
8720 N. PALAFOX STREET, PENSACOLA, FLORIDA 32534  
PHONE: 850-477-3745 -- FAX: 850-477-3705  
LICENSED BUSINESS #6993, STATE OF FLORIDA

REVISIONS	FIELD BOOK	DATE

POSSIBLE ENCROACHMENTS:  
FENCES, BUS BENCH, POWER POLE, AERIAL UTILITY WIRES, SIGN POST YMCA

**SURVEYORS CERTIFICATE**  
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN FLORIDA ADMINISTRATION CODE CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

NOVEMBER 26, 2018 LELAND M. EMPIE, P.S.M.  
PROFESSIONAL SURVEYOR AND MAPPER, NO. 5766, STATE OF FLORIDA DATE

SCALE:	1" = 50'
FIELD DATE:	11/9/18
ORDER NO.:	402-18
FIELD BOOK:	197/21-25

**APPRAISAL REPORT**

**OF A**

**VACANT COMMERCIAL LAND PARCEL**

**LOCATED IN THE**

**2100 BLOCK OF SUMMIT BOULEVARD**  
**PENSACOLA, ESCAMBIA COUNTY, FLORIDA 32504**

**EXCLUSIVELY FOR**

**CITY OF PENSACOLA**  
**CLIENT PURCHASE ORDER NO.: RP 831433**

**AS OF**

**MAY 2, 2019**

**BY**

**CHARLES C. SHERRILL, JR., MAI**  
**STATE - CERTIFIED GENERAL APPRAISER #RZ1665**

**410 EAST GOVERNMENT STREET**

**PENSACOLA, FLORIDA**  
**32502**



## APPRAISAL REPORT

*The subject property consists of a vacant commercial land parcel that is located in the 2100 block of Summit Boulevard in Pensacola, Florida. The property has highly unique features as it is situated with the existing Roger Scott Athletic Complex (immediately adjacent to the Vickery Recreational Center). Accordingly, the subject land parcel is comprised of a portion of a larger parent tract (tax account). As a result, this appraisal is based upon the extraordinary assumption that the subject could be legally divided from its parent tract to result in its being a separate/independent parcel. The client is considering the disposition of the subject property at a yet-undetermined price.*

*It should be noted that a boundary survey of the subject property was not available to the appraiser for this assignment. The client has verbally described the irregular-shaped subject parcel, and the appraiser has prepared a rough sketch of the site for this appraisal. The boundaries of the subject parcel are reported to be generally comprised of the adjacent paved parking areas on the north, east, and south sides of the site. The western boundary of the subject is represented by the periphery of the east side of the Vickery Center Facility, less a small border. It is estimated for this appraisal that the subject property contains approximately 0.5 acre. However, it is recommended that the client obtain a boundary survey with indicated land area from a qualified and licensed professional to ascertain this particular property characteristic.*

*Additionally, non-exclusive off-street parking and storm water retention are reported by the client to be legally available to the subject property. These particular shared amenities are reported to be available on adjacent parcels as part of the overall Roger Scott Athletic Complex. These off-site amenities are concluded to be favorable as no portions of the subject property would be needed to accommodate these particular site improvements that are required for the construction of a commercial facility on the property. This appraisal is based upon the extraordinary assumption that this shared off-site parking and storm water retention are available to the subject off-site via the existing Roger Scott Complex parking and retention pond into perpetuity with no monetary consideration being required of the users of the subject property.*

*The three traditional approaches to value real estate are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Commercial land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.*

*The subject is a vacant commercial land parcel that is not encumbered by a lease. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report.*

*This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it clearly and accurately sets forth the appraisal in a manner that will not be misleading; contains sufficient information to enable the intended users of the appraisal to understand the report properly; and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this appraisal report.*

**CLIENT:** City of Pensacola  
Attention: Mr. Brian Cooper  
Parks and Recreation Director  
222 West Main Street  
Pensacola, Florida 32502

**APPRAISER:** Charles C. Sherrill, Jr., MAI  
State - Certified General Appraiser #RZ1665  
Sherrill Appraisal Company  
410 East Government Street  
Pensacola, FL 32502

**APPRAISAL FILE NUMBER:** N219-0055

**CLIENT PURCHASE ORDER NO.:** RP 831433

**PROPERTY LOCATION:** 2100 Block of Summit Boulevard, Pensacola,  
Escambia County, Florida 32504

**PROPERTY TYPE:** Commercial Land Parcel

**REPORTED PROPERTY OWNER:** City of Pensacola

**TAX ACCOUNT NUMBER:** 03-3540-010 (Parent Tract)

**PARCEL IDENTIFICATION NO.:** 33-1S-30-7103-000-000 (Parent Tract)

**CURRENT PROPERTY TAX ASSESSMENT:** Not Applicable; As previously mentioned, the subject property is comprised of a portion of a larger parent tract (tax account). It should be noted that there are no unpaid property taxes as the current owner is exempt from real estate taxation based upon its governmental status.

**LEGAL DESCRIPTIONS:**

A legal description of the subject property was not available to the appraiser for this valuation. However, a legal description of the parent tract of the subject property obtained from the Escambia County Property Appraiser’s Office and a general warranty deed of the parent tract are presented in the addendum of this appraisal report.

**PRIMARY SUBJECT ZONING CLASSIFICATION:**

ATZ-1; Airport Transitional Zone

**TYPE AND DEFINITION OF VALUE:**

The purpose of this appraisal is to provide the appraiser's best estimate of the market value of the subject real property as of the effective date. Market value is defined under 12 U.S.C. 1818, 1819 and title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (“FIRREA”) as well as the Office of the Comptroller of the Currency, as “the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus”. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

**INTENDED USER OF APPRAISAL REPORT:**

City of Pensacola; No other party is entitled to rely upon this report without written consent of the appraiser.

**INTENDED USE OF REPORT:**

For the sole purpose of assisting the client, City of Pensacola, in internal business decisions concerning the possible sale/disposition of the subject property.

**OWNERSHIP INTERESTS VALUED:** Fee Simple Title (defined as absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, taxation, and/or any easements that may be present on the property).

**DATES OF PROPERTY  
INSPECTIONS:**

May 1, 2019 and May 2, 2019

**EFFECTIVE DATE OF VALUE:**

May 2, 2019

**DATE OF APPRAISAL REPORT:**

May 10, 2019

**FINAL ESTIMATE OF VALUE:**

\$196,000 (Value of parcel as vacant, subject to the extraordinary assumptions and limiting conditions of this appraisal assignment).

**SCOPE OF WORK PERFORMED IN THIS APPRAISAL ASSIGNMENT:**

The three traditional approaches to value real estate are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Commercial land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.

In performing this appraisal of the subject property, Charles C. Sherrill, Jr., MAI first identified the problem to be solved. Based upon the property type and intended use of this appraisal, the appraiser determined and performed the scope of work necessary to develop assignment results that were credible, and disclosed this scope of work in the appraisal report. In doing so, the appraiser performed multiple inspections of the subject property, conducted multiple telephone interviews with the designated property contact (client), obtained and reviewed the original site plan of the parcel (before subsequent modifications), and researched/analyzed comparable land sales and listings in the local area on comparable land sales. This information was applied in the Sales Comparison Approach to value the subject property as vacant.

This narrative appraisal report is the result of these processes. This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated above. The appraiser is not responsible for unauthorized use of this report.



## **DESCRIPTION OF REAL ESTATE APPRAISED:**

**Location Description:** Known as the "City of Five Flags," Pensacola is the western-most city in the panhandle of Florida. Pensacola, the county seat, is located in the extreme southern portion of Escambia County. Escambia County encompasses 661 square miles of land and an additional 64,000 acres of waterways. Escambia County has experienced steady growth during its history as it represents the economic center for Northwest Florida. Its location generally bordering the Gulf of Mexico and three bays has resulted in outward growth in certain directions over the years. These growth areas include such neighboring cities/communities as Gulf Breeze, Milton, Pace, and Navarre (in Santa Rosa County), as well as the northern vicinity of Pensacola.

According to recent (2017) statistics from the U. S. Census Bureau, there are 313,512 residents in Escambia County, which ranked 20th in county population in Florida. Escambia County's population increased at a rate of 5.3 percent since 2010, and this gradual increase is anticipated for the near-term future. Escambia County has a diversified economic base which includes tourism, military (U. S. Navy), and a strong service sector. The area has a current unemployment rate of 3.4 percent, which is fairly consistent with that indicated by the state and national averages (3.4 percent and 3.9 percent, respectively).

The quality of life afforded by the mild climate and abundant recreational activities and rich history and culture is an added feature that attracts new industries to the area. The availability of office and manufacturing facilities and an educated workforce give Escambia County the ideal catalyst for future growth and prosperity. Overall, the area's moderate anticipated population growth, diversified work force, and abundance of recreational activities provide for a relatively stable near-term outlook for this metropolitan area.

**Neighborhood Description:** The subject property is located inside the city limits of Pensacola in a mixed residential and commercial area to which it is referred locally as Cordova Park. The subject neighborhood boundaries are generally defined as Creighton Road on the north, Pensacola Bay on the east, Hyde Park Road on the south, and North Ninth Avenue on the west. Land uses in the immediate area include retail establishments, offices, convenience stores, strip shopping centers, restaurants, banks, apartments, residences, warehouses, mini-warehouses, churches, condominiums, and the Pensacola International Airport. The neighborhood is convenient to churches, shopping facilities, schools, medical facilities, recreational facilities, and other major sources of employment. No adverse neighborhood conditions were observed by the appraiser.

**Summary of Local Commercial Real Estate Market:** After a number of years of steady growth in the local commercial real estate market (as well as other sectors), the health of the market weakened during 2006 to 2011. Demand for commercial real estate space declined in the local market during that time period due to weakened economic conditions which resulted in an oversupply of inventory. The net result of this market weakness was an increase in vacancy rates, a decline in rental rates and values, an increase in property foreclosures, and extended marketing periods. However, the market began to stabilize in late 2011, and it has gradually increased in the past few years. It is concluded that the local market, as well as the subject property, should continue this slight improvement trend in the foreseeable future.

**Property Description:** The subject property is located north of Summit Boulevard within the city-owned Roger Scott Athletic Complex. The property is situated immediately adjacent to the Vickery Recreational Center and the public swimming pool. It has no immediate road frontage, but is accessed via the adjacent parking areas that adjoin the paved entry road which extends from Summit Boulevard northerly through the athletic complex. The continued availability of this legal access is an extraordinary assumption of this appraisal.

As previously mentioned, a boundary survey of the subject property was not available to the appraiser for this assignment. The client has verbally described the irregular-shaped subject parcel, and the appraiser has prepared a rough sketch of the site for this appraisal. The boundaries of the subject parcel are reported to be generally comprised of the adjacent paved parking areas on the north, east, and south sides of the site. The western boundary of the subject is represented by the periphery of the east side of the Vickery Center Facility, less a small border. It is estimated for this appraisal that the subject property contains approximately 0.5 acre. This equates to a land area of approximately 21,780 square feet. However, it is recommended that the client obtain a boundary survey with indicated land area from a qualified and licensed professional to ascertain this particular property characteristic.

Additionally, non-exclusive off-street parking and storm water retention are reported by the client to be legally available to the subject property. These particular shared amenities are reported to be available on adjacent parcels as part of the overall Roger Scott Athletic Complex. These off-site amenities are concluded to be favorable as no portions of the subject property would be needed to accommodate these particular site improvements that are required for the construction of a commercial facility on the property. This appraisal is based upon the extraordinary assumption that this shared off-site parking and storm water retention are available to the subject off-site via the existing Roger Scott Complex parking and retention pond into perpetuity with no monetary consideration being required of the users of the subject property.

The property is fairly level and slightly below road-grade. The site appears to have satisfactory drainage. Public sanitary sewer service is apparently available to the subject. The public utilities available to the site are considered to be adequate. It appears that the parcel is not located within a designated flood area (Flood Zone X; Flood Panel Map #12033C0380G).

The subject parcel is zoned ATZ-1; Airport Transitional Zone under the zoning ordinances of the City of Pensacola. Permitted land uses within the subject zoning district include attached and detached single-family residential, home occupations, offices, and licensed family day care homes. The maximum residential building density within this district is 5 units per acre. The property has a Future Land Use Classification of Airport Land Use.

#### **SALES HISTORY OF SUBJECT PROPERTY:**

The subject property is currently owned by the City of Pensacola. According to the public records, the property was acquired by the current owner prior to 1996. The appraiser is unaware of any sales transactions of the property in the five years preceding the effective date of this valuation. No current listings, options, or agreements of sale of the subject property were discovered by the appraiser in the course of this analysis. However, the client is considering the disposition of the subject property at a yet-undetermined price.

## **HIGHEST AND BEST USE:**

Highest and best use may be defined as “The reasonable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.” The first determination (highest and best use of land as though vacant) reflects the fact that the land value is derived from potential land use. The second determination (highest and best use of property as improved) refers to the optimum use that could be made of the property considering the existing structures, when applicable. The analysis of the highest and best use of the subject property as vacant is presented on the following page.

**Highest and best use as vacant.** The legally permissible uses of the subject site include single-family residential, home occupations, offices, and licensed family day care homes. These land uses are generally compatible with other property types in the subject neighborhood. The potential for a zoning change appears to be unlikely.

The subject is comprised of a 21,780-square foot level land parcel with adequate shape, frontage on a paved road, level topography, and assumed off-site parking and storm water retention availability. There are generally no physical limitations on developable alternatives of the subject such that each of the legally permissible uses are physically possible. Based upon the size and physical characteristics, the zoning, the neighborhood and local market conditions, and the location of the subject parcel, an office-type of use is concluded to be financially feasible. Additionally, the maximally productive use of the subject site as vacant is concluded to be an office-type of use. Therefore, the highest and best use of the property as vacant is concluded to be an office-type of use.

## **APPRAISAL PROCESS:**

The three traditional approaches to estimate the value of real estate are the Cost Approach, the Sales Comparison Approach (formerly called the Market Approach), and the Income Capitalization Approach. All three approaches are based upon the basic principle of substitution, which affirms that a prudent buyer will not pay more for a property than the cost of an equally desirable site plus the cost to construct a similar building (Cost Approach), the cost to acquire a competing property which is equal in desirability and utility (Sales Comparison Approach), or the cost to acquire a substitute income stream of equal quantity, quality, and durability (Income Capitalization Approach).

Based upon the subject property’s being comprised of a vacant land parcel, the Cost and Income Capitalization Approaches were not considered to be appropriate for this valuation. Accordingly, the appraiser did not perform these two particular approaches to value the subject property. The subject property is a vacant commercial land parcel with no leases in place. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Lastly, this appraisal process is concluded to be adequate based upon the intended use of this appraisal. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report.

A summary of the Sales Comparison Approach for this appraisal is presented on the following pages.

## SUMMARY OF LAND VALUATION ANALYSIS:

A summary of the data pertaining to vacant land sales and offerings considered to be similar to the subject is presented below. Detailed information pertaining to each of these comparables, aerial photographs and site plans, and a location map are presented at the conclusion of this appraisal report.

<u>COMP. RECORD</u> <u>NO.</u>	<u>NO.</u>	<u>LOCATION</u>	<u>DATE OF</u> <u>SALE</u>	<u>SALE</u> <u>PRICE</u>	<u>SQ. FT.</u>	<u>PRICE/</u> <u>SQ. FT.</u>
1	7530	4900 Block of North 12 <sup>th</sup> Avenue	02/10/17	\$360,000	69,696	\$5.17
2	7896	90 Airport Boulevard	08/28/18	\$180,000	21,780	\$8.26
3	7951	4100 Block of Spanish Trail (Current Offering)	05/02/19	\$39,900	4,382	\$9.10
4	7823	4950 Grande Drive	11/13/17	\$135,000	11,700	\$11.54

The above land comparables represent properties considered generally similar to the subject. These parcels range broadly in size from 4,382 to 69,696 square feet, which is reflective of the size of the subject. All are suitable for an office or retail type of use. Each is located throughout the general subject area. These comparables range broadly in price from \$39,900 to \$360,000, which equates to a broad unit price of \$5.17 to \$11.54 per square foot.

Various price adjustments were considered for such dissimilarities as property rights conveyed, atypical financing, conditions of the sale, market conditions (time), location, land size, shape, access/road frontage, topography, utilities availability, zoning/permitted uses, and off-site parking/storm water retention, when compared to the subject. A summary of the varying characteristics of the comparables, relative to the subject, and related price adjustments is presented below.

### Property Rights Conveyed

All of the comparables involve transactions which conveyed fee simple title in the respective properties. This is consistent with that of the subject, so no price adjustments were considered necessary for this element of comparison.

### Atypical Financing Terms

Each comparable consisted of a purchase arrangement of cash to the seller or financing equivalent to market terms. Since the appraisal of the subject property is based upon cash or its equivalent terms, no price adjustment was made for this feature.

### Conditions of Sale

Comparable No. 4 involved a parcel that sold to an adjoining property owner and it was not listed for sale by a broker. However, the seller confirmed that it was atypically motivated to sell the parcel at a slightly discounted price. Therefore, a small upward unit price adjustment was deemed necessary to this particular comparable for conditions of sale. The remaining comparables were concluded to be based upon an arm's length transaction without undue duress or influence. Accordingly, no other price adjustments were deemed necessary for conditions of sale.

### Market Conditions (Time)

The comparable sales were transacted between February, 2017 and August of last year (2018). When compared to the subject, small upward unit price adjustments were considered to be necessary to Comparable Nos. 1, 2, and 4 to account for the slightly improved local market conditions that have occurred since these sales were transacted. No price adjustment for time was made to the current offering (Comparable No. 3).

### Location

The locations of each of the comparables were concluded to be dissimilar to that of the subject. Accordingly, varying unit price adjustments were made to these particular sales for location when compared to the subject. The largest of these adjustments were made to Comparable Nos. 2 and 3 based upon their inferior locations on Airport Boulevard and Spanish Trail, respectively.

### Land Size

The land sizes of the comparables range from 4,328 to 69,696 square feet. When compared to the 21,780-square foot size of the subject parcel, varying unit price adjustments were made to all but Comparable No. 2 for this element of comparison in this analysis.

### Shape of Parcel

The parcel shapes of Comparable Nos. 2, 3, and 4 were concluded to be slightly superior to that of the subject. Accordingly, small downward unit price adjustments were concluded to be necessary to these particular comparables for this element of comparison. In contrast, the shape of Comparable No. 1 was deemed to be significantly inferior to that of the subject. Therefore, its price was adjusted upward based upon its highly irregular triangular shape.

### Access/Road Frontage

The overall access of all of the comparables were deemed to be somewhat superior to the subject. Accordingly, small downward adjustments were made to each of these comparables for this characteristic.

### Topography

No price adjustments were considered necessary to the comparables based upon their having similar topographies.

### Utilities Availability

The availability of utilities to each of the comparables was deemed to be generally similar to that of the subject. Accordingly, no price adjustments were concluded necessary for this element of comparison.

### Zoning/Permitted Uses

The zoning classifications of all of the comparables were considered to be dissimilar to that of the subject (ATZ-1). Therefore, varying unit price adjustments were considered necessary to all of the comparables to account for their differing zoning classifications and permitted uses, when compared to the subject.

### Off-Site Parking and Storm Water Retention

Both parking availability and storm water retention are reported to be available off-site to the subject parcel, which are favorable characteristics. In this analysis, the unit prices of each of the comparables were adjusted upward to account for these inferior amenities, relative to the subject.

After the above adjustments were made to the unit prices of the comparables, the indicated value range for the subject is \$8.57 to \$10.08 per square foot. It should be noted that this indicated value range is the result of substantial price adjustments that were considered appropriate based upon the highly differing physical characteristics of the comparable properties when compared to the subject.

In placing least weight on Comparable No. 1, which is the oldest sale that also resulted in the greatest price adjustments, a unit value towards the middle of the above range is concluded to be appropriate for the subject. Therefore, a value of \$9.00 per square foot is estimated for this valuation. This concluded unit value is well-bracketed by the unadjusted unit price range of the comparables, which is considered to be reasonable based upon property characteristics and current market conditions. Additionally, it is below the adjusted price of the current offering (Comparable No. 3) which, as a listing, only represents an upper limit of value for the subject.

The estimated value of the subject property from this sales comparison analysis is shown below. A grid summarizing the price adjustments is presented on the following page of this appraisal report.

### **SUMMARY OF LAND VALUATION CONCLUSION**

$$\begin{array}{rclclcl} 21,780 \text{ SQ. FT.} & & \times & & \$9.00/\text{SQ. FT.} & & = & & \$196,020 \\ & & & & \text{ROUNDED:} & & & & \underline{\underline{\$196,000}} \end{array}$$

The above total land value estimate is well within the total sales price range of \$39,900 to \$360,000 that is indicated by the above comparables. This is concluded to be reasonable based upon the overall characteristics of the subject property, along with the current market conditions.

c19-0055L

<b>SUMMARY OF LAND SALES ADJUSTMENTS</b>
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	<u>Comp. No. 1</u>	<u>Comp. No. 2</u>	<u>Comp. No. 3</u>	<u>Comp. No. 4</u>
Index Number	7530	7896	7951	7823
Total Sales Price	\$360,000	\$180,000	\$39,900	\$135,000
Square Feet	69,696	21,780	4,382	11,700
Price Per Square Foot	\$5.17	\$8.26	\$9.11	\$11.54
<u>Price Adjustments</u>				
Property Rights Conveyed	0%	0%	0%	0%
Adjusted Unit Price	\$5.17	\$8.26	\$9.11	\$11.54
Atypical Financing Terms	0%	0%	0%	0%
Adjusted Unit Price	\$5.17	\$8.26	\$9.11	\$11.54
Conditions of Sale	0%	0%	0%	5%
Adjusted Unit Price	\$5.17	\$8.26	\$9.11	\$12.12
Market Conditions (Time)	7%	2%	0%	4%
Adjusted Unit Price	\$5.53	\$8.43	\$9.11	\$12.60
<u>Adjustments- Physical Characteristics</u>				
Location	-5%	15%	15%	-10%
Size of Site	10%	--	-5%	-5%
Shape of Site	25%	-5%	-5%	-5%
Access/Road Frontage	-10%	-10%	-10%	-5%
Topography	--	--	--	--
Utilities Availability	--	--	--	--
Zoning/Permitted Uses	15%	-15%	-15%	-15%
Off-Site Parking/Storm Water Retention	20%	20%	20%	20%
Other Features	--	--	--	--
Cumulative (Net) Adjustments	55%	5%	0%	-20%
Adjusted Price Per Square Foot	\$8.57	\$8.85	\$9.11	\$10.08
			(Listing)	



## RECONCILIATION AND VALUE CONCLUSION:

For this valuation of the subject land parcel, only the Sales Comparison Approach was performed. In doing so, the market value of the fee simple title in the subject property as of May 2, 2019, based upon the appraisal assumptions and limiting conditions that are presented on the following pages, is estimated to be \$196,000. **As mentioned, this appraisal was prepared for the exclusive use of City of Pensacola.**

Exposure time is defined by USPAP as the estimated length of time that 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. It is a retrospective opinion based on an analysis of past events assuming a competitive and open market. The previously-presented comparable sales were on the market between 239 to 1,775 days (8.0 to 59.2 months) before being sold. However, a much shorter marketing period has been more typical of a majority of commercial properties which have recently sold in the local market. Based upon the subject's property type, overall characteristics, and concluded marketability, its estimated exposure time is concluded to have been approximately 6 to 12 months. Similarly, the estimated marketing time (i.e., the amount of time it would probably take to sell the subject property if it were exposed in the market, beginning on the date of this valuation) is projected to be approximately 6 to 12 months.

Attached are assumptions and limiting conditions of this appraisal, the certification of the appraiser, a copy of the appraiser's state certification, subject photographs, location maps, a legal description of the parent tract, a general warranty deed of the parent tract of the subject property, a plot plan, a site plan, an aerial photograph, a flood zone map, zoning maps, summary land sales data sheets, corresponding site plan and aerial photographs of the comparable sales, a comparable land sales location map, and the appraiser's professional qualifications.

## **ASSUMPTIONS AND LIMITING CONDITIONS:**

This appraisal and the appraiser's certification that follows is subject to the following assumptions and limiting conditions:

1. The three traditional approaches to value real estate are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Commercial land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.
2. This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it clearly and accurately sets forth the appraisal in a manner that will not be misleading; contains sufficient information to enable the intended users of the appraisal to understand the report properly; and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this appraisal report.
3. The client is the party who engages an appraiser (by employment or contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identifies them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
4. 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. The property is appraised as though free and clear of any or all liens and encumbrances unless otherwise stated in this report. Responsible ownership and competent property management are assumed unless otherwise stated in this report. Typical mortgage loan encumbrances and utility easements are assumed to exist.
5. If the property is improved, it is assumed that the structural and mechanical components of the building are in good condition and operating properly, unless reported otherwise.

6. The information furnished by others is believed to be accurate, true, and reliable. However, no warranty is given for its accuracy.
7. 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.
8. 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 such conditions.
9. 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.
10. 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.
11. It is assumed that all required licenses, certificates of occupancy consents, 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 this report are based.
12. 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 by the appraiser for the purpose of this report.
13. It is assumed that the utilization of the land and improvement 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.
14. 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 substance 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 substance 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.

15. 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 communication barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
16. The appraiser warrants only that the value conclusion is his best opinion estimate as of the exact day of valuation. For prospective value estimates, the appraiser cannot be held responsible for unforeseeable events which might alter market conditions prior to the effective date of the appraisal.
17. Any proposed improvements are assumed to be completed in good workmanlike manner in accordance with the submitted plans and specifications.
18. 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 for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
19. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used, or reproduced in part or its entirety, for any purpose by any person other than **City of Pensacola** without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
20. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
21. Use of this appraisal constitutes acceptance of the stated limiting conditions and assumptions. The appraiser's liability extends to the current client and not to subsequent users of the appraisal.
22. The Americans with Disabilities Act (ADA) became effective January 26, 1992. For improved properties, we have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirement of ADA in estimating the value of the property.
23. The appraiser certifies that he has no debt relationship with **City of Pensacola**.

24. This valuation is contingent upon there being no contamination of the soil due to any source, including but not limited to underground tanks, if any.
25. The appraisal does not include Furniture, Fixtures, or Equipment (F F & E).

**EXTRAORDINARY APPRAISAL ASSUMPTIONS:**

1. This appraisal is based upon the extraordinary assumption that a survey, legal description, and land area calculation being prepared by a qualified and properly licensed engineer to indicate the subject property to be basically the same as described in this appraisal report.
2. This appraisal is based upon the extraordinary assumption that the subject property could be legally divided from its parent tract to result in its being a separate/independent parcel.
3. This appraisal is based upon the extraordinary assumption that vehicular access is legally available to the subject property via the paved access road that extends from Summit Boulevard and adjacent public parking lots into perpetuity with no monetary consideration being required of the users of the subject property.
4. This appraisal is based upon the extraordinary assumption that the eventual requirement of parking for the subject property is legally available off site via the existing public asphalt-paved parking spaces that are situated immediately adjacent to the subject into perpetuity with no monetary consideration being required of the users of the subject property.
5. This appraisal is based upon the extraordinary assumption that the eventual requirement of storm water retention for the subject property is legally available off site via the existing Roger Scott Complex retention pond into perpetuity with no monetary consideration being required of the users of the subject property.

**It should be re-emphasized that the use of the above extraordinary assumptions may affect the value conclusion in this appraisal.**

**HYPOTHETICAL CONDITIONS OF THE APPRAISAL:**

There are no hypothetical conditions of this appraisal.

## **CERTIFICATION OF THE APPRAISER**

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.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made personal inspections of the property on May 1, 2019 and May 2, 2019 that is the subject of this appraisal report.
- I have performed recent appraisals of nearby land parcels for the client of this current assignment. However, I have performed no services as an appraiser regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. I conclude that I have no conflict of interest in performing this appraisal assignment for the client.
- No one provided significant real property appraisal assistance to the person signing this appraisal report and certification.
- I currently hold an appropriate state license or certification allowing the performance of real estate appraisals in connection with federally related transactions of properties located in Florida.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the State of Florida for state-certified appraisers.

The Appraisal Institute and the State of Florida conduct mandatory programs of continuing education for its designated members and licensees, respectively. Appraisers who meet the minimum standards of these programs are awarded periodic educational certification. As of the date of this report, I have completed the requirements of the continuing education programs for designated members of the Appraisal Institute, and of the State of Florida, respectively.

The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission, as well as the Appraisal Institute.

A handwritten signature in blue ink, appearing to read "Charles C. Sherrill, Jr.", with a stylized flourish at the end.

---

Charles C. Sherrill, Jr., MAI  
State - Certified General Appraiser #RZ1665





RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**FLORIDA REAL ESTATE APPRAISAL BD**

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

**SHERRILL, CHARLES C JR PA**

410 E GOVERNMENT ST  
PENSACOLA FL 32502

**LICENSE NUMBER: RZ1665**

**EXPIRATION DATE: NOVEMBER 30, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

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**PHOTOGRAPHS OF SUBJECT PROPERTY**



Front View of Subject Property



Side View of Subject Parcel



**PHOTOGRAPHS OF SUBJECT PROPERTY**



Interior View of Subject Parcel



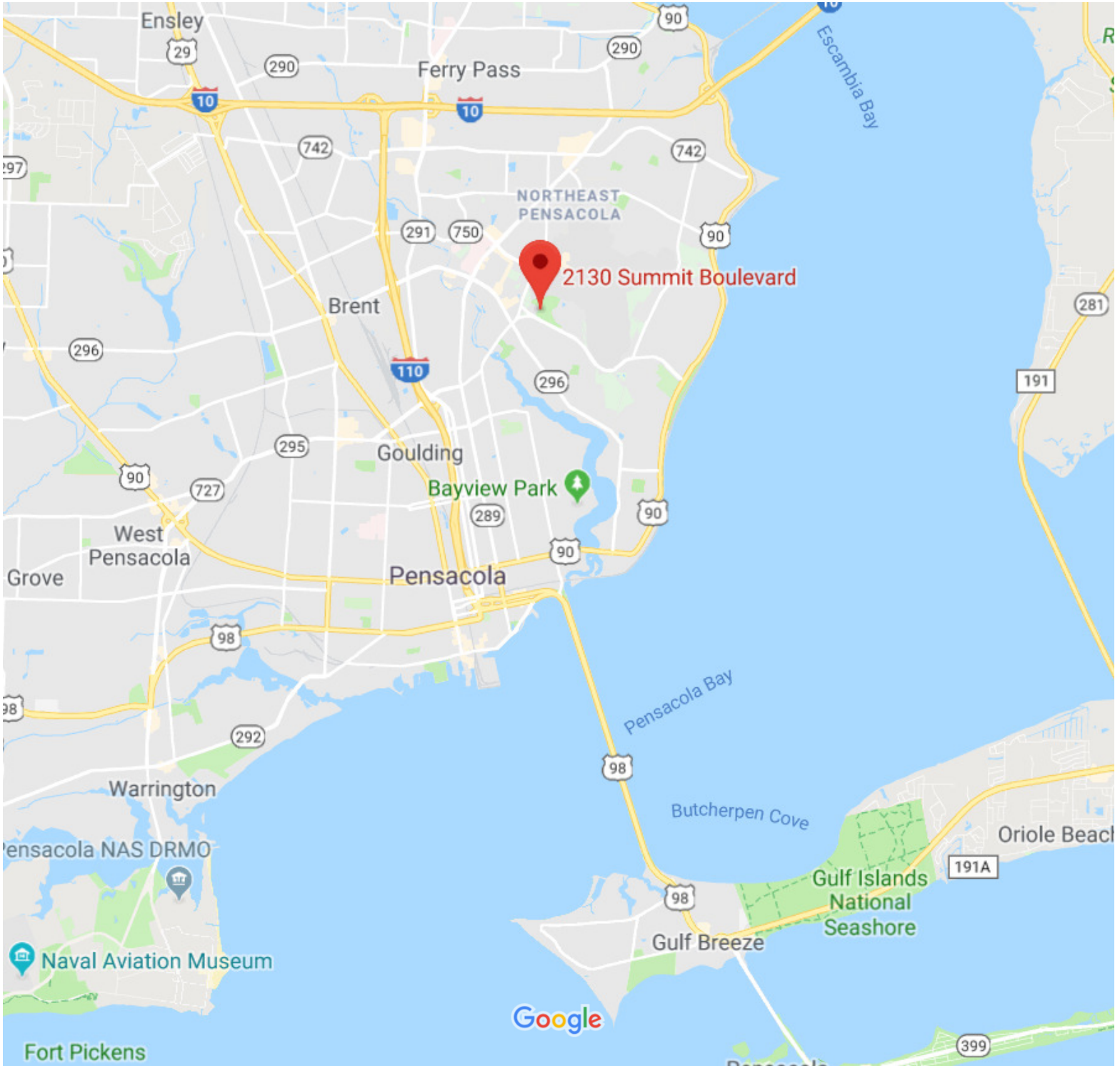
View of Parking Area Adjacent and Available to Subject Parcel

**PHOTOGRAPHS OF SUBJECT PROPERTY**

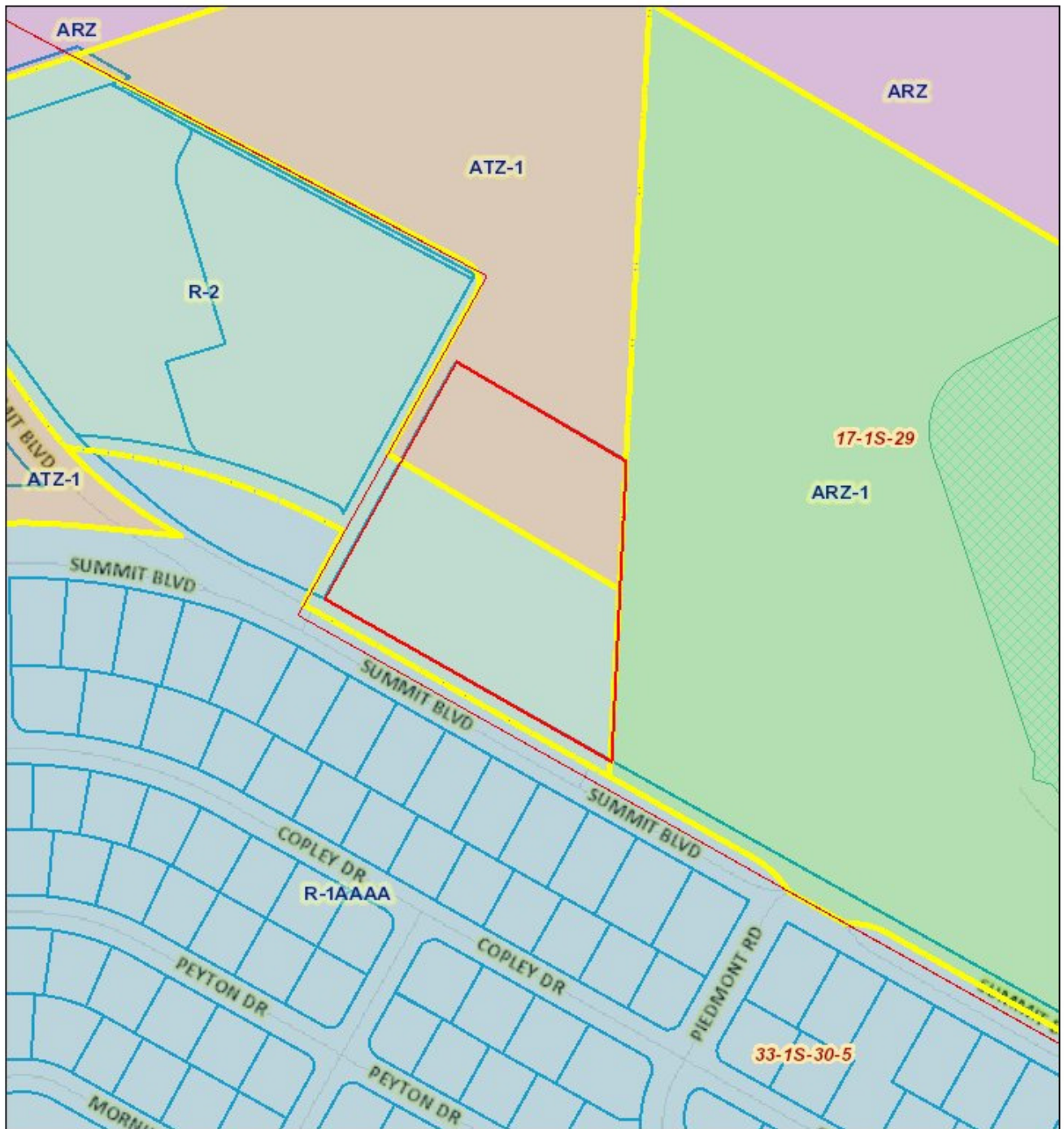


Subject Street Scene from Access Road Extending from Summit Boulevard









May 2, 2019

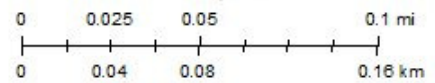
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**polygonLayer**

Override 1

Map Grid

Boundary







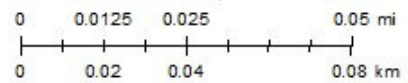
May 2, 2019

1:1,650

**polygonLayer**

Override 1

-  Map Grid
-  Boundary
-  Property Line





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COMMUNITY  
CENTER

CITY OF  
PENSACOLA

CALDWELL  
ASSOCIATES

ARCHITECTURE  
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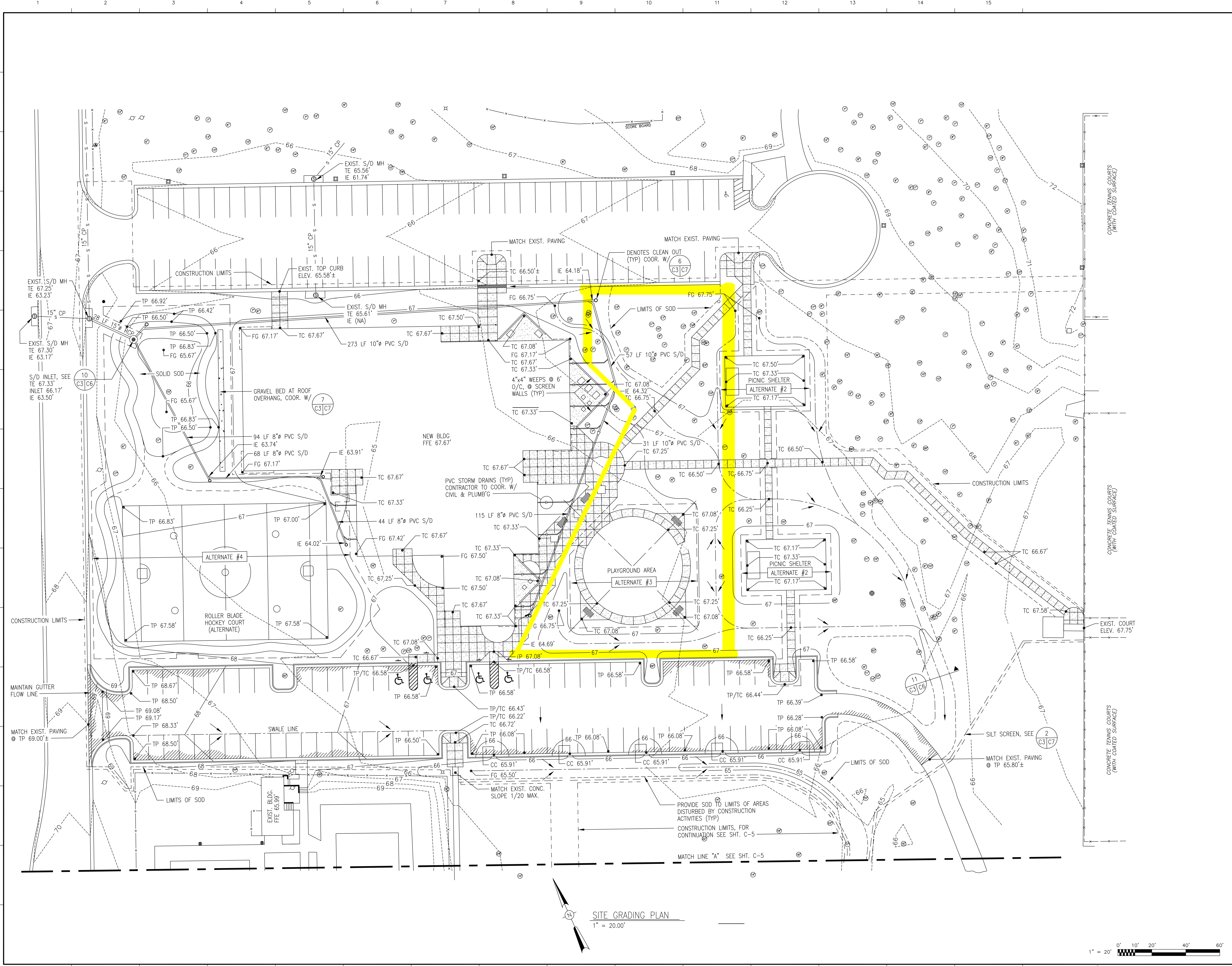
PROJECT NO. : 8294

DATE: 05/31/96

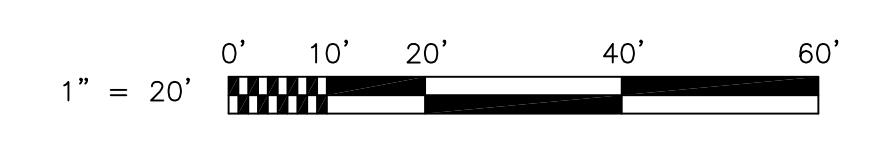
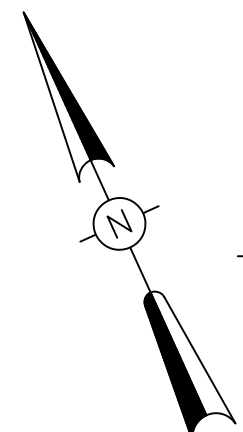
SHEET TITLE:

SITE GRADING PLAN

SHEET 7 OF 73

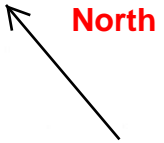


SITE GRADING PLAN  
1" = 20.00'



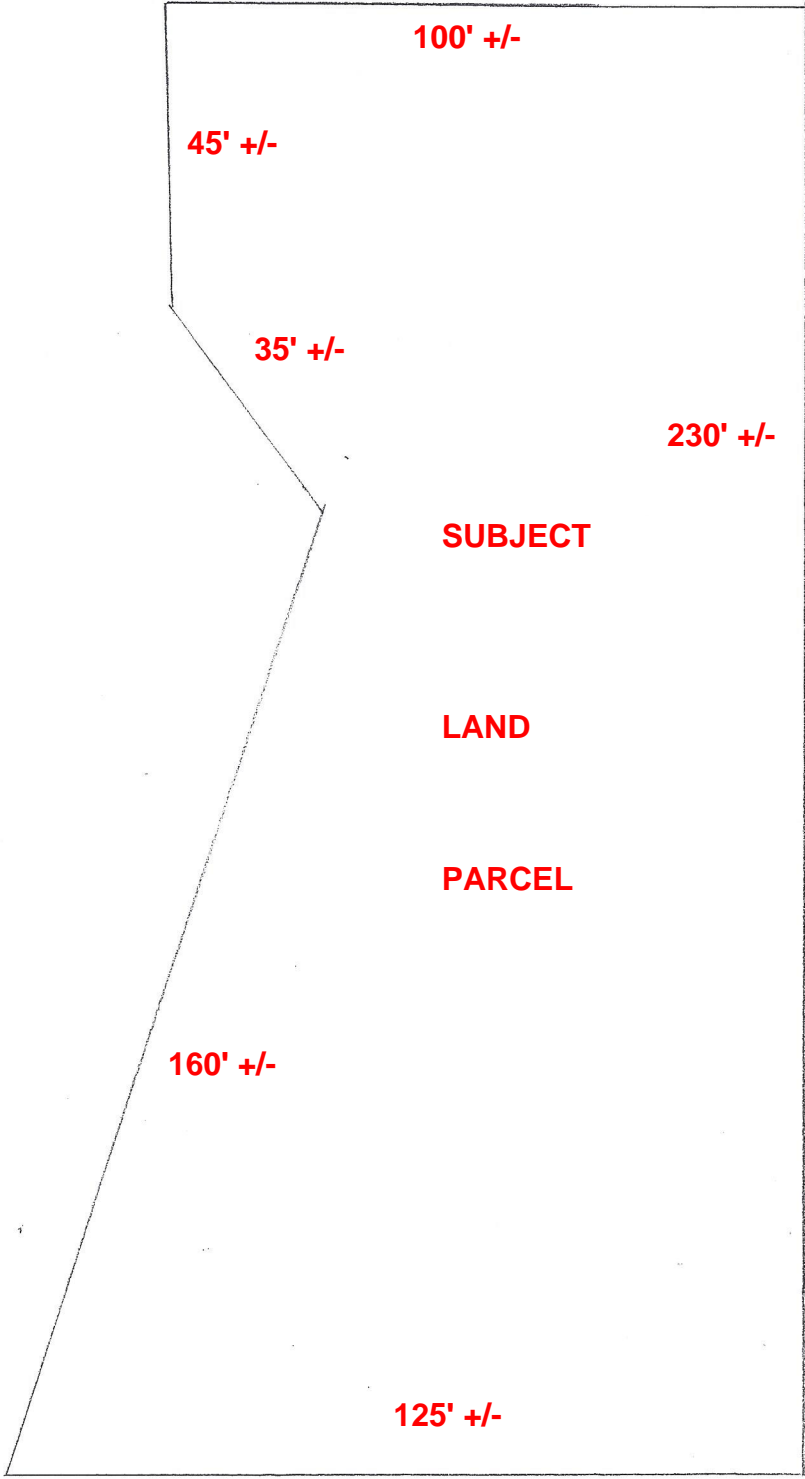
C-3





North

Asphalt Parking



Vickery

Center

Structure

Asphalt

Parking

Asphalt Parking

**NOTE: Dimensions are approximate, and may not be to scale.**

**PARENT TRACT**

**General Information**

**Reference:** 331S307103000000

**Account:** 033540010

**Owners:** PENSACOLA CITY OF

**Mail:** PO BOX 12910  
PENSACOLA, FL 32521

**Situs:** 2130 SUMMIT BLVD 32504

**Use Code:** FOREST, PARK, REC.

**Taxing Authority:** PENSACOLA CITY LIMITS

**Tax Inquiry:** [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Scott Lunsford  
Escambia County Tax Collector

**Assessments**

Year	Land	Imprv	Total	Cap Val
2018	\$1,150,000	\$1,588,417	\$2,738,417	\$2,738,417
2017	\$1,150,000	\$1,554,371	\$2,704,371	\$2,704,371
2016	\$1,150,000	\$1,551,629	\$2,701,629	\$2,701,629

[Disclaimer](#)

[Tax Estimator](#)

> [File for New Homestead Exemption Online](#)

**Sales Data**

Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/1995	3778	434	\$350,000	WD	<a href="#">View Instr</a>
01/1969	443	373	\$15,000	WD	<a href="#">View Instr</a>

Official Records Inquiry courtesy of Pam Childers  
Escambia County Clerk of the Circuit Court and Comptroller

**2018 Certified Roll Exemptions**  
MUNICIPAL OWNED

**Legal Description**  
BEG AT INTER OF E LI OF SEC AND NLY R/W LI OF SUMMIT BLVD (100 FT R/W) CORDOVA PARK UNIT NO 4 PB 3 P 100 FOR POB...

**Extra Features**  
 ASPHALT PAVEMENT  
 BLOCK/BRICK BUILDING  
 CHAINLINK FENCE  
 METAL BUILDING  
 PAVILION  
 POOL  
 TENNIS COURT  
 UTILITY BLDG  
 WADING POOL

**Parcel Information**

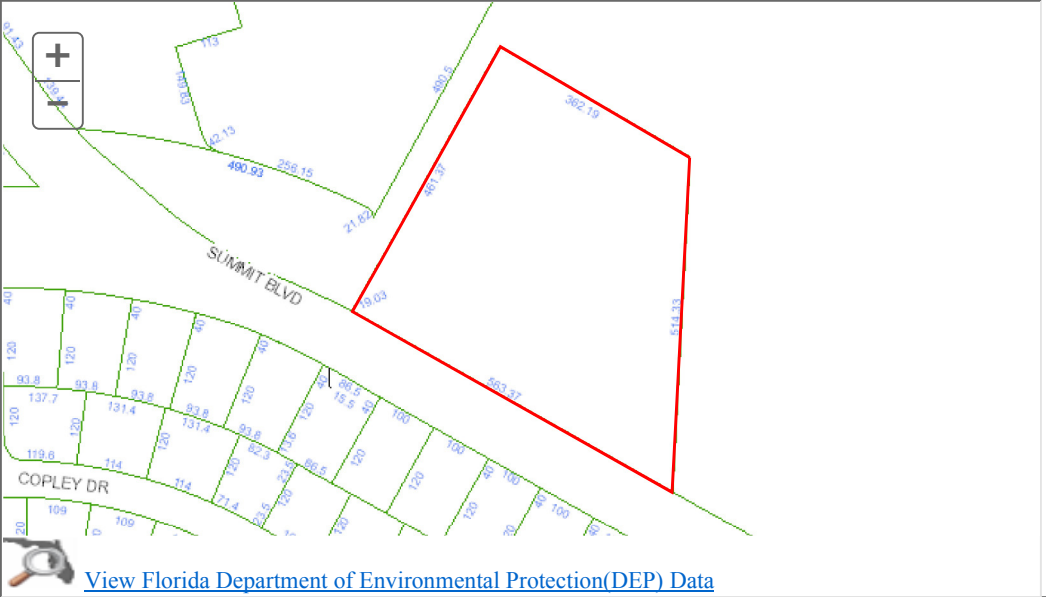
[Launch Interactive Map](#)

**Section Map Id:** [17-1S-29](#)

**Approx. Acreage:** 5.0000

**Zoned:** CONSULT ZONING AUTHORITY

**Evacuation & Flood Information**  
[Open Report](#)



BEG AT INTER OF E LI OF SEC AND NLY R/W LI OF SUMMIT BLVD (100 FT R/W) CORDOVA PARK UNIT NO 4  
PB 3 P 100 FOR POB N 66 DEG 18 MIN 0 SEC W ALG NLY R/W LI 563 37/100 FT TO PC OF CURVE OF CIRC  
CURVE CONC TO S RADIUS OF 1166 38/100 FT CENTRAL ANG 73 DEG 2 MIN 17 SEC ALG ARC OF CURVE  
ARC DIST 19 03/100 FT (CH DIST 19 03/100 FT CH BRG N 66 DEG 46 MIN 3 SEC W) N 22 DEG 45 MIN 54 SEC E  
ALG A LI RADIAL TO CURVE 250 19/100 FT S 66 DEG 18 MIN 0 SEC E ALG LI 250 FT NELY OF & PARL TO NLY  
R/W LI 463 02/100 FT TO PT ON E LI OF SEC S 2 DEG 35 MIN 0 SEC E ALG E LI 278 83/100 FT TO POB OR 3778 P  
434 ALSO BEG AT INTER OF E LI OF SEC 33 AND NLY R/W LI OF SUMMIT BLVD (100 FT R/W) N 2 DEG 35  
MIN 0 SEC W ALG E LI OF SEC 278 83/100 FT FOR POB CONT N 2 DEG 35 MIN 0 SEC W ALG SD E LI 234 50/100  
FT N 66 DEG 18 MIN 0 SEC W ALG A LI 461 15/100 FT (AS MEASURED AT RT ANG) NELY OF & PARL TO SD  
NLY R/W LI 362 19/100 FT S 22 DEG 45 MIN 54 SEC W 211 18/100 FT S 66 DEG 18 MIN 0 SEC E ALG A LI 250 FT  
(AS MEASURED AT RT ANG) NELY OF AND PARL TO SD NLY R/W LI 463 02/100 FT TO POB OR 3778 P 434  
SHEET E

19-58  
2450.00

Prepared by: M. J. Menge, of  
SHELL, FLEMING, DAVIS & MENGE  
Seventh Floor - Seville Tower  
226 South Palafox Place  
Post Office Box 1831  
Pensacola, Florida 32598

D S PD Deed \$2,450.00  
Mort \$0.00 ASUM \$0.00  
JUNE 1, 1995  
Jim Moye, Comptroller  
Cert.Reg.59-2043328-27-01  
BY *M. Menge* D.C.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

GENERAL WARRANTY DEED

Grantee(s) Mailing Address: Grantee(s) Social Security Number  
or Tax Identification Number:

PO Box 12910

N/A

Pensacola, FL 32521

Parcel Identification No: 33-1S-30-7104-000-000

KNOW ALL MEN BY THESE PRESENTS that CORDOVA PARK SWIM CLUB, INC., a Florida corporation, hereinafter called Grantor, for and in consideration of One Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, does bargain, sell, convey, and grant to the CITY OF PENSACOLA, a municipal corporation in Escambia County, Florida, hereinafter called Grantee (which words Grantor and Grantee herein shall be construed in the plural as well as the singular if the context so permits or requires), and the successors and assigns of Grantee, forever the real property(s) in Escambia County, Florida, described as follows:

PARCEL "A" (OR 443, P. 373)

COMMENCE AT THE POINT OF INTERSECTION OF THE EAST LINE OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND THE NORTHERLY RIGHT OF WAY LINE OF SUMMIT BOULEVARD (100' R/W) ACCORDING TO THE PLAT OF CORDOVA PARK UNIT NO. 4, AS FILED IN PLAT BOOK 3 AT PAGE 100 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA FOR THE POINT OF BEGINNING.

THENCE NORTH 66 DEGREES 18'00" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 563.37 FEET TO THE POINT OF CURVE OF A CIRCULAR CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1166.38 FEET AND A CENTRAL ANGLE OF 73 DEGREES 02'17"; THENCE ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 19.03 FEET (CHORD DISTANCE OF 19.03 FEET, CHORD BEARING OF NORTH 66 DEGREES 46'03" WEST); THENCE NORTH 22 DEGREES 45'54" EAST ALONG A LINE RADIAL TO THE SAID CURVE FOR A DISTANCE OF 250.19 FEET;

THENCE SOUTH 66 DEGREES 18'00" EAST ALONG A LINE 250.00 FEET NORTHEASTERLY OF AND PARALLEL TO THE SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 463.02 FEET TO A POINT ON THE SAID EAST LINE OF SECTION 33; THENCE SOUTH 02 DEGREES 35'00" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 278.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.00 ACRES, MORE OR LESS, AND ALL LYING AND BEING IN SECTION 33, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA

**PARCEL "B"** (OR 788, P. 635)

COMMENCE AT THE POINT OF INTERSECTION OF THE EAST LINE OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND THE NORTHERLY RIGHT OF WAY LINE OF SUMMIT BOULEVARD (100' R/W) ACCORDING TO THE PLAT OF CORDOVA PARK UNIT NO. 4, AS FILED IN PLAT BOOK 3 AT PAGE 100 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 02 DEGREES 35'00" WEST ALONG THE SAID EAST LINE OF SECTION 33 FOR A DISTANCE OF 278.83 FEET FOR THE POINT OF BEGINNING.

THENCE CONTINUE NORTH 02 DEGREES 35'00" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 235.50 FEET; THENCE NORTH 66 DEGREES 18'00" WEST ALONG A LINE 461.15 FEET (AS MEASURED AT RIGHT ANGLE) NORTHEASTERLY OF AND PARALLEL TO THE SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 362.19 FEET; THENCE SOUTH 22 DEGREES 45'54" WEST FOR A DISTANCE OF 211.18 FEET; THENCE SOUTH 66 DEGREES 18'00" EAST ALONG A LINE 250.00 FEET (AS MEASURED AT RIGHT ANGLE) NORTHEASTERLY OF AND PARALLEL TO THE SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 463.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.00 ACRES, MORE OR LESS, AND ALL LYING AND BEING IN SECTION 33, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

THE TWO (2) PARCELS OF PROPERTY ARE ALSO DESCRIBED OVERALL IN THAT CERTAIN SURVEY PREPARED BY PITTMAN & ASSOCIATES, INC., DATED MAY 3, 1995, UNDER JOB NUMBER 22137-95, AS FOLLOWS:

**OVERALL**

COMMENCE AT THE POINT OF INTERSECTION OF THE EAST LINE OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND



OR Bk3778 Pg0436  
INSTRUMENT 00211345

THE NORTHERLY RIGHT OF WAY LINE OF SUMMIT BOULEVARD (100' R/W) ACCORDING TO THE PLAT OF CORDOVA PARK UNIT NO. 4, AS FILED IN PLAT BOOK 3 AT PAGE 100 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA FOR THE POINT OF BEGINNING.

THENCE NORTH 66 DEGREES 18'00" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 563.37 FEET TO THE POINT OF CURVE OF A CIRCULAR CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1166.38 FEET AND A CENTRAL ANGLE OF 73 DEGREES 02'17"; THENCE ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 19.03 FEET (CHORD DISTANCE OF 19.03 FEET, CHORD BEARING OF NORTH 66 DEGREES 46'03" WEST); THENCE NORTH 22 DEGREES 45'54" EAST ALONG A LINE RADIAL TO THE SAID CURVE FOR A DISTANCE OF 461.37 FEET; THENCE SOUTH 66 DEGREES 18'00" EAST ALONG A LINE 461.15 FEET NORTHEASTERLY OF AND PARALLEL TO THE SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 362.19 FEET TO A POINT ON THE SAID EAST LINE OF SECTION 33, THENCE SOUTH 02 DEGREES 35'00" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 514.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.00 ACRES, MORE OR LESS, AND ALL LYING AND BEING IN SECTION 33, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA,

Subject to taxes for the current year and later years and all valid easements and restrictions of record, if any, which are not hereby reimposed.

To have and to hold unto the said Grantee and the successors, and assigns of Grantee, forever, together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

And Grantor covenants that Grantor is well seized of an indefeasible estate in fee simple in the said property, and has a good right to convey the same; that it is free of any lien or encumbrance not mentioned above, and that Grantor, and the successors and assigns of Grantor, to the said Grantee, and the successors and assigns of Grantee, in the quiet and peaceable possession and enjoyment thereof against all persons lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF, this instrument has been executed by Grantor under the hand and official seal of Grantor this 31st day of May, 1995.

Witnesses:

  
Print Name: STEPHEN B. SHELL

  
Print Name: Melody A. Spink

CORDOVA PARK SWIM CLUB, INC.  
A Florida corporation

By:   
JAMES C. MCGONAGIL  
Its President

ATTEST:

  
BEN A. STEVENS, JR.  
Vice President

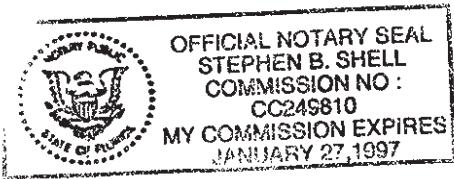
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

31st THE FOREGOING INSTRUMENT was acknowledged before me this day of May, 1995, by JAMES C. MCGONAGIL, as President of CORDOVA PARK SWIM CLUB, INC., a non-profit Florida corporation, and attested to by BEN A. STEVENS, JR., as Vice President of CORDOVA PARK SWIM CLUB, INC., for and on behalf of said corporation. They are personally known to me or have produced FLORIDA DRIVERS LICENSE PERSONALLY KNOWN as identification and did ~~did~~ not take an oath.

NOTARY PUBLIC

Sign: 

Print: STEPHEN B. SHELL  
State of Florida at Large  
My Commission Expires: 1/27/97



Instrument 00211345  
Filed and recorded in the  
public records  
JUNE 1, 1995  
at 03:24 P.M.  
in Book and Page noted  
above or hereon  
and record verified  
JIM MOYE  
COMPTROLLER  
Escambia County,  
Florida



# Scott Lunsford, CFC • Escambia County Tax Collector

EscambiaTaxCollector.com



facebook.com/ECTaxCollector



twitter.com/escambiatc

**PARENT TRACT**



SCAN TO PAY ONLINE

# 2018

# REAL ESTATE

# TAXES

## Notice of Ad Valorem and Non-Ad Valorem Assessments

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
03-3540-010	16		331S307103000000

PENSACOLA CITY OF  
 PO BOX 12910  
 PENSACOLA, FL 32521

PROPERTY ADDRESS:  
 2130 SUMMIT BLVD

EXEMPTIONS:  
 MUNICIPAL-CITY OWNED

### AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	2,738,417	2,738,417	0	0.00
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.1250	2,738,417	2,738,417	0	0.00
BY STATE LAW	4.2000	2,738,417	2,738,417	0	0.00
PENSACOLA	4.2895	2,738,417	2,738,417	0	0.00
WATER MANAGEMENT	0.0338	2,738,417	2,738,417	0	0.00
M.S.T.U. LIBRARY	0.3590	2,738,417	2,738,417	0	0.00
<b>TOTAL MILLAGE</b>		<b>17.6238</b>		<b>AD VALOREM TAXES</b>	<b>\$0.00</b>

### LEGAL DESCRIPTION

### NON-AD VALOREM ASSESSMENTS

LEGAL DESCRIPTION	TAXING AUTHORITY	RATE	AMOUNT
BEG AT INTER OF E LI OF SEC AND NLY R/W LI OF SUMMIT BLVD (100 FT R/W) CORDOVA P See Additional Legal on Tax Roll			
<b>NON-AD VALOREM ASSESSMENTS</b>			<b>\$0.00</b>

### Pay online at EscambiaTaxCollector.com

Payments must be in U.S. funds drawn from a U.S. bank

**COMBINED TAXES AND ASSESSMENTS \$0.00**

<b>If Paid By</b>	<b>Jan 31, 2019</b>				
<b>Please Pay</b>	<b>\$0.00</b>				

RETAIN FOR YOUR RECORDS

## 2018 REAL ESTATE TAXES

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

Make checks payable to:

**Scott Lunsford, CFC**  
Escambia County Tax Collector

P.O. BOX 1312  
PENSACOLA, FL 32591

Pay online at EscambiaTaxCollector.com

Payments in U.S. funds from a U.S. bank

### PAY ONLY ONE AMOUNT

AMOUNT IF PAID BY	<b>Jan 31, 2019</b>
	<b>0.00</b>
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	

DO NOT FOLD, STAPLE, OR MUTILATE

<b>ACCOUNT NUMBER</b>
03-3540-010
<b>PROPERTY ADDRESS</b>
2130 SUMMIT BLVD

PENSACOLA CITY OF  
 PO BOX 12910  
 PENSACOLA, FL 32521

# FLOOD MAP - PARENT TRACT



January 14, 2019

## polygonLayer

Override 1

— LOCAL ROAD

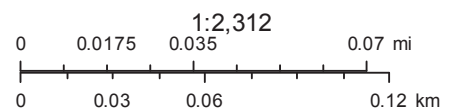
□ Parcels

## Streets

— PRINCIPAL ARTERIAL

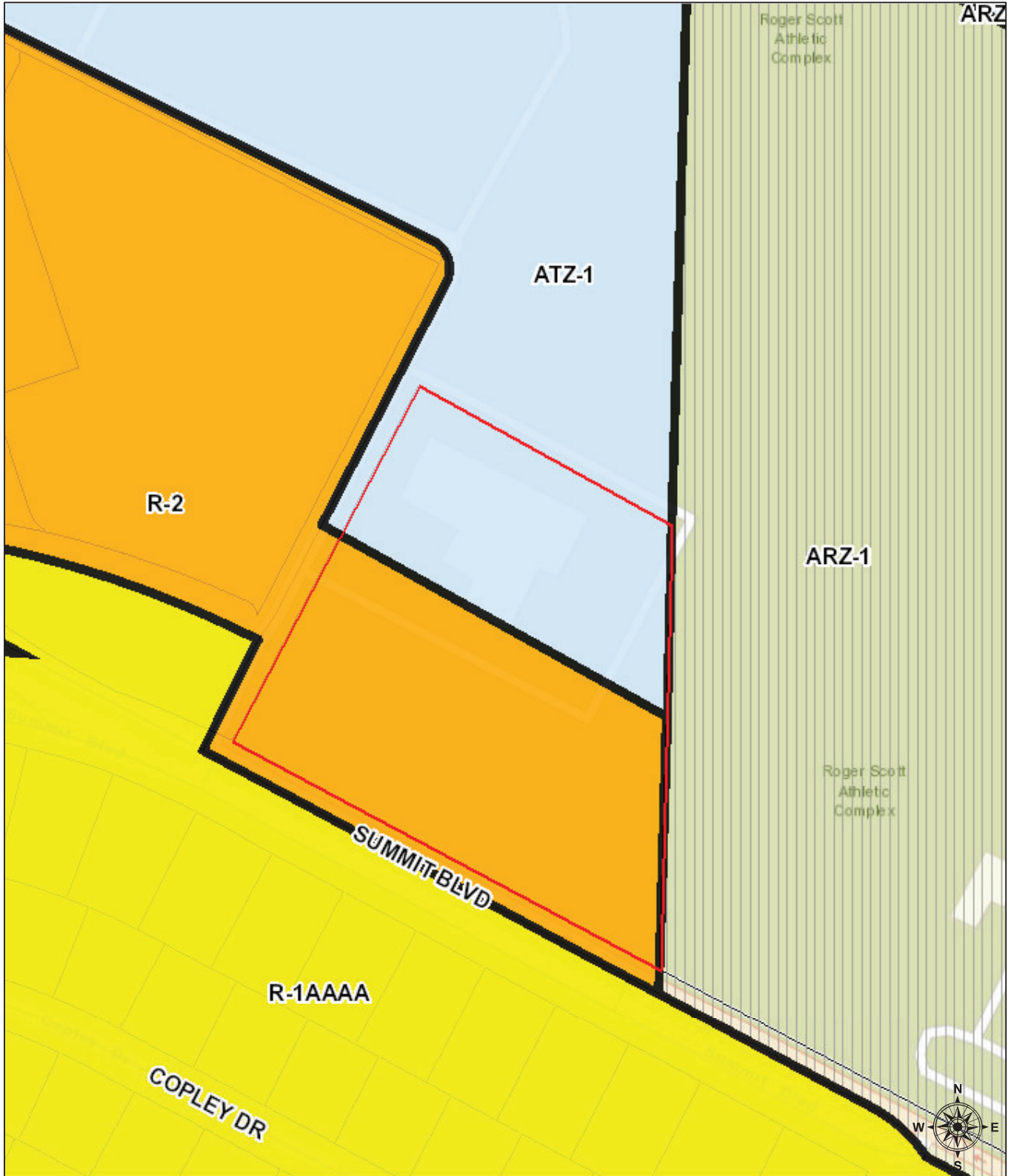
— MINOR ARTERIAL

— COLLECTOR

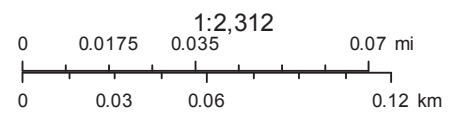


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

# ZONING - PARENT TRACT

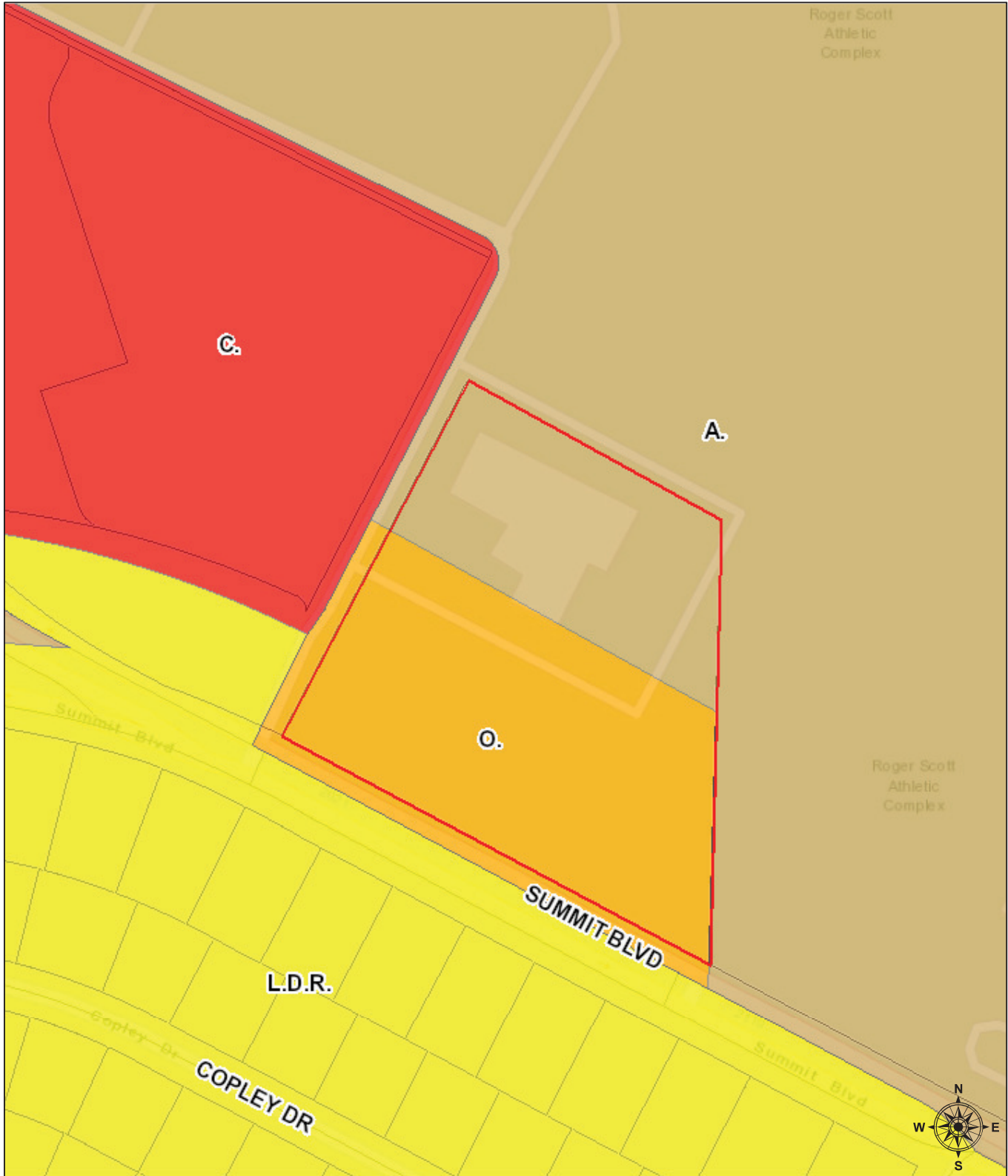


January 14, 2019

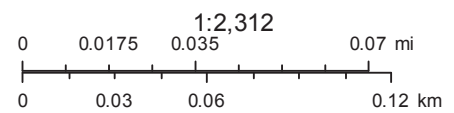


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

# FUTURE LAND USE - PARENT TRACT



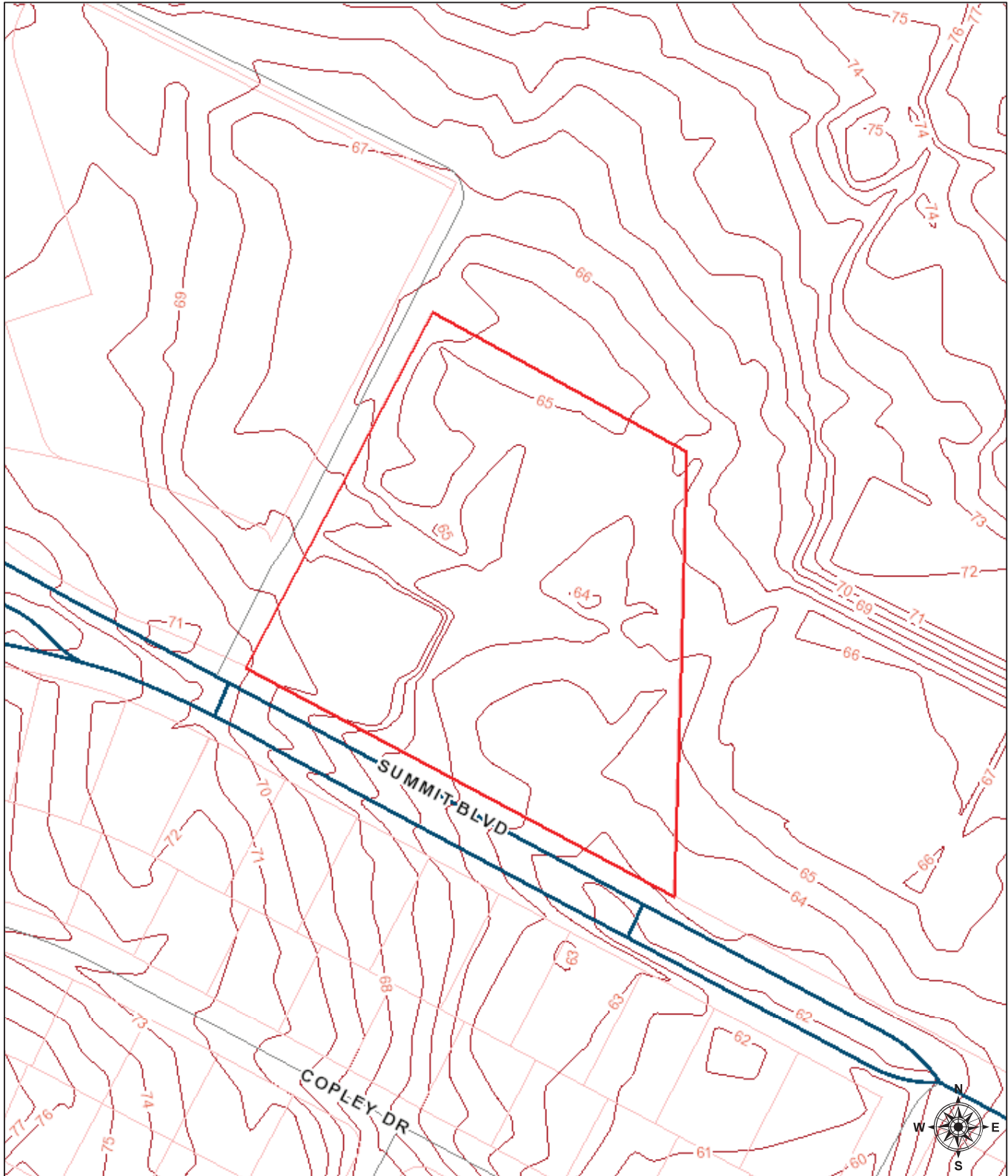
January 14, 2019



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community



# CONTOURS - PARENT TRACT



January 14, 2019

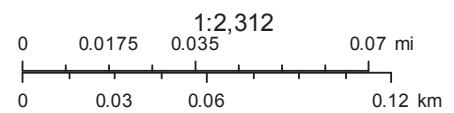
**polygonLayer**

Override 1

**Streets**

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR

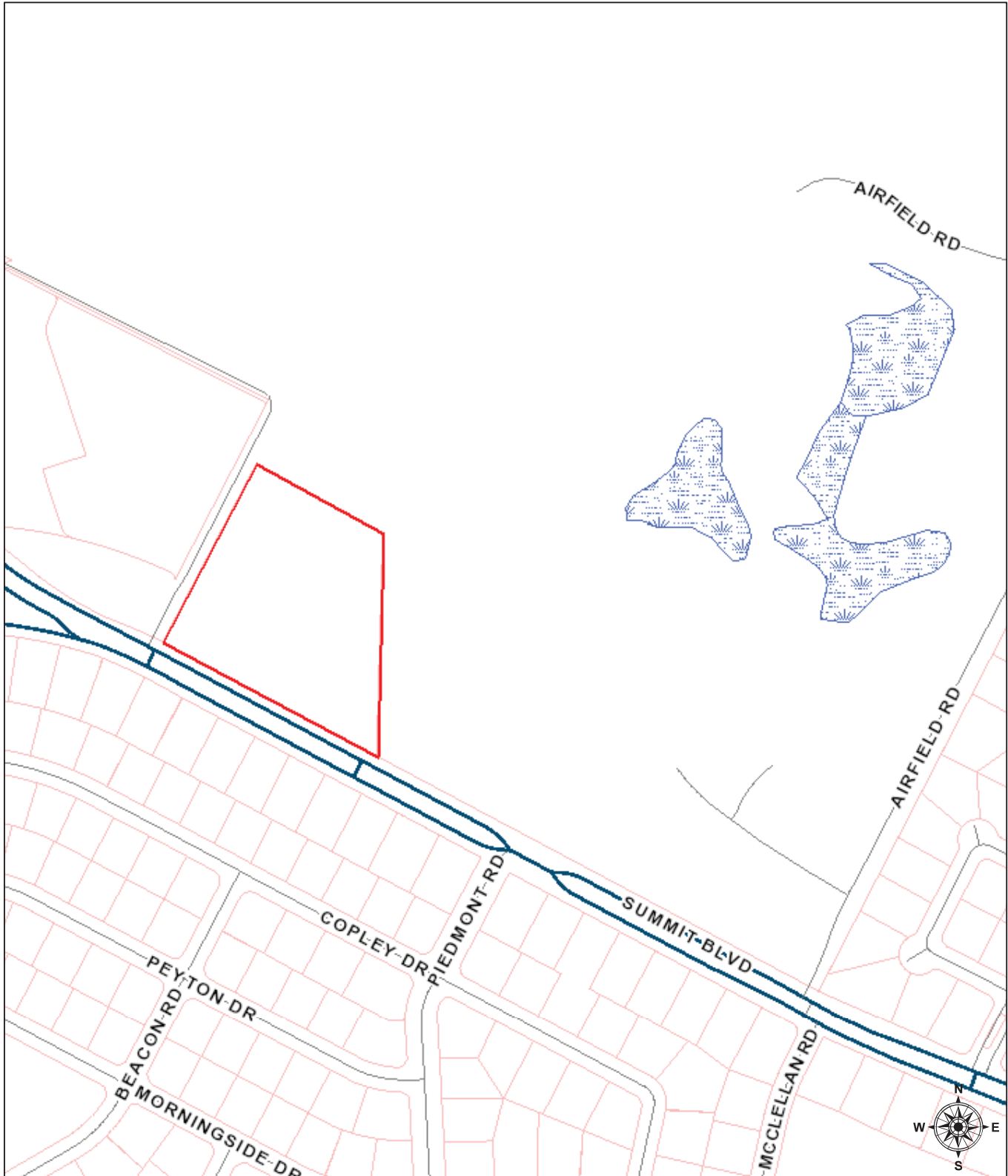
- LOCAL ROAD
- Parcels
- Contours - Elevation
- County Outline



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community



# WETLANDS - PARENT TRACT



January 14, 2019

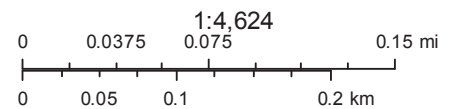
**polygonLayer**

Override 1

**Streets**

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR

- LOCAL ROAD
- Parcels
- ▨ Wetlands
- County Outline



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

**COMPARABLE LAND SALE**

COMPARABLE NO.: 1 RECORD NUMBER: 7530

CLASSIFICATION: COMMERCIAL LAND

DATE: 02/06/2017 (PER DEED)

LOCATION: 4900 BLOCK OF NORTH 12TH AVENUE,  
PENSACOLA, FLORIDA

SALES PRICE: \$360,000

GRANTOR: WHITNEY BANK DBA HANCOCK BANK  
GRANTEE: WARRINGTON VILLAGE PROPERTIES, INC.

REFERENCE: OR 7664 PAGE 1430; GCMLS #2215604

BRIEF LEGAL DESCRIPTION: PORTION OF SECTION 33-1S-30; ESCAMBIA  
COUNTY, FLORIDA

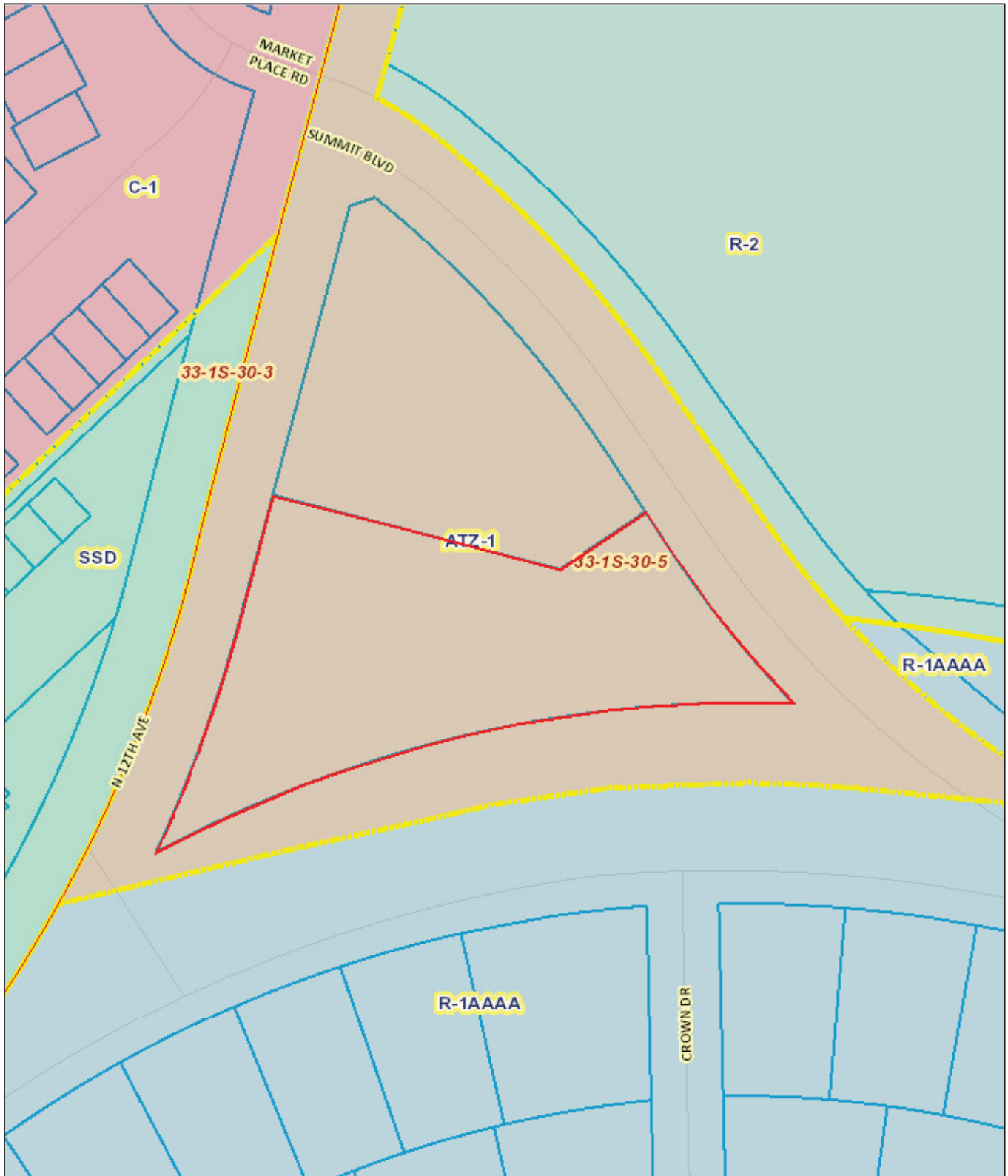
TERMS: CASH TO SELLER  
ZONING: ATZ-1; AIRPORT TRANSITIONAL ZONE  
HIGHEST AND BEST USE: RETAIL

LAND SIZE: 69,696 SQ. FT.  
NUMBER OF ACRES 1.6 ACRES

LAND UNIT PRICES:  
PER SQUARE FOOT: \$5.17  
PER ACRE: \$225,000

REMARKS:

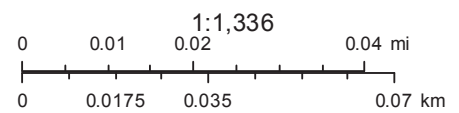
- PARCEL IS LOCATED ON THE EAST SIDE OF NORTH TWELFTH AVENUE, NORTH AND WEST OF SUMMIT BOULEVARD.
- DEED RESTRICTION PRECLUDES FINANCIAL INSTITUTION DEVELOPMENT OF THE PARCEL.
- PROPERTY WAS LISTED FOR SALE WITH COLDWELL BANKER COMMERCIAL NRT AT A PRICE OF \$ 425,000 (GCMLS #2215604). PROPERTY WAS ON THE MARKET FOR 1,775 DAYS BEFORE IT SOLD.
- COMPARABLE SALES DATA WAS VERIFIED BY CHARLES C. SHERRILL, JR., MAI WITH MIKE MANGRUM (BROKER) OF COLDWELL BANKER COMMERCIAL NRT.
- PARCEL I.D. #: 33-1S-30-7101-030-001
- JURISDICTION: CITY OF PENSACOLA, FLORIDA.



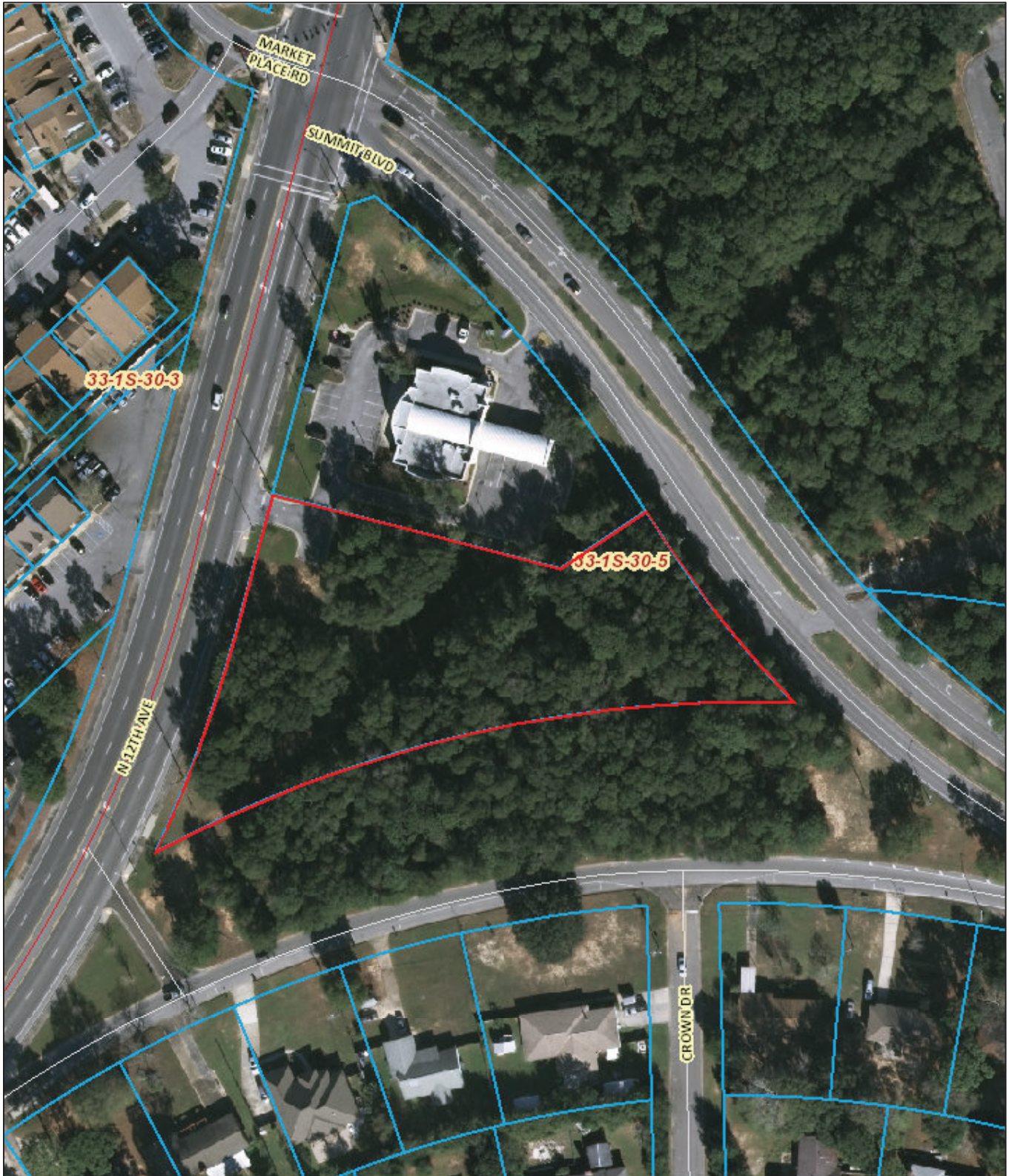
November 20, 2018

**polygonLayer**

- Override 1
- Map Grid
- Boundary



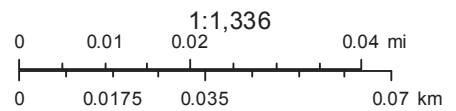




November 20, 2018

- polygonLayer**
- Property Line
  - Override 1
  - Map Grid
  - Major Roads
  - All Roads

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3



**COMPARABLE LAND SALE**

COMPARABLE NO.: 2 RECORD NUMBER: 7896

CLASSIFICATION: COMMERCIAL LAND

DATE: 8/28/2018

LOCATION: 90 AIRPORT BOULEVARD, PENSACOLA, FLORIDA

SALES PRICE: \$180,000

GRANTOR: ESTATE OF ETHEBERT CAUTIES STUCKEY  
GRANTEE: PENSACOLA CHRISTIAN COLLEGE, INC.

REFERENCE: OR 7910 PAGE 300; GCMLS# 2274960

BRIEF LEGAL DESCRIPTION: PORTION OF SECTION 35-1S-30; ESCAMBIA COUNTY, FLORIDA

TERMS: CASH TO SELLER  
ZONING: HC/LI; HEAVY COMMERCIAL & LIGHT INDUSTRIAL AND COM; COMMERICAL

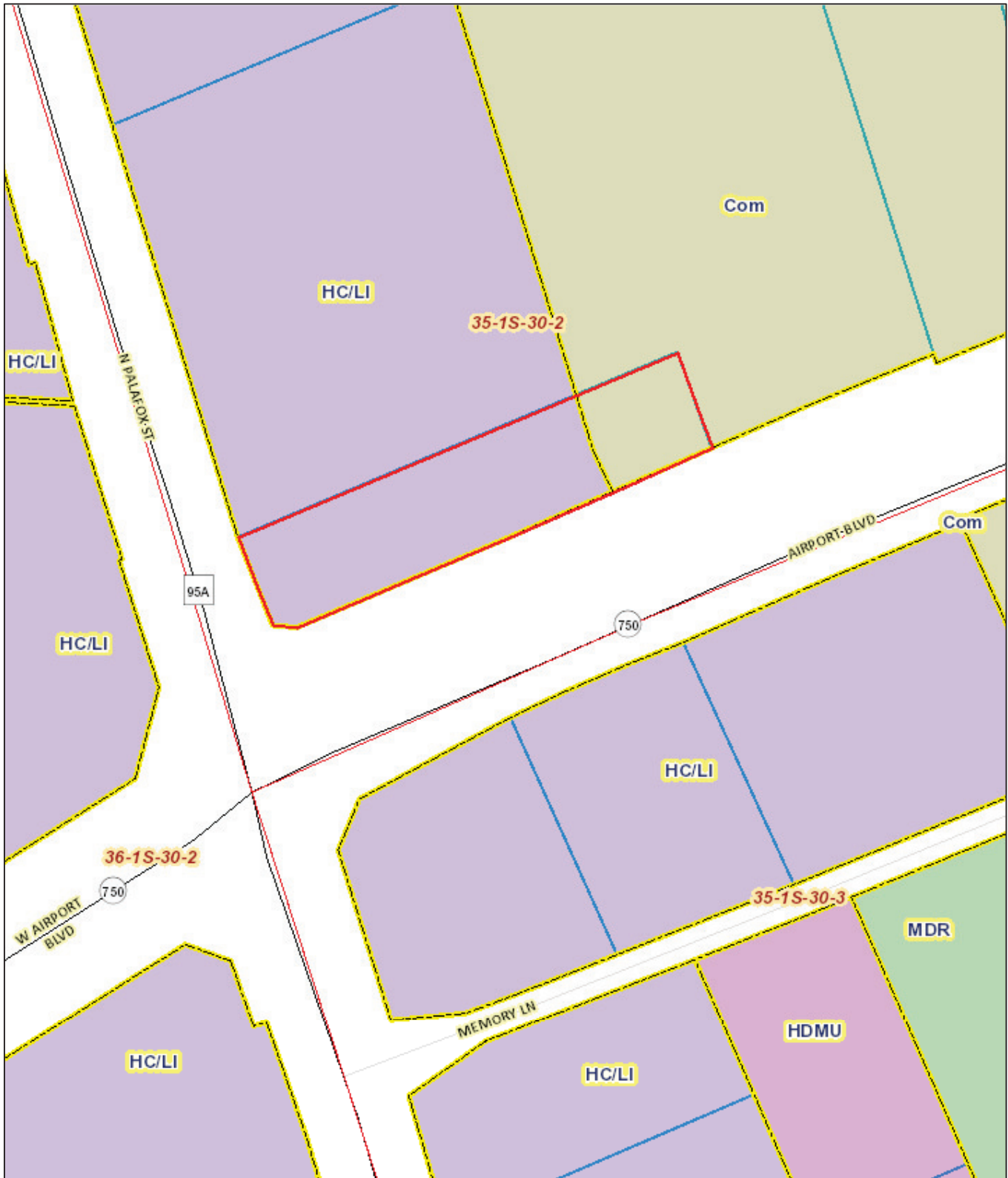
HIGHEST AND BEST USE: RETAIL/OFFICE

LAND SIZE: 21,780 SQ. FT.  
NUMBER OF ACRES: 0.5 ACRE  
FRONT FEET: 65 FT.

LAND UNIT PRICES:  
PER SQUARE FOOT: \$8.26  
PER ACRE: \$360,000  
PER FRONT FOOT: \$2,769.23

REMARKS:

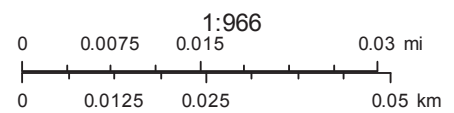
- VACANT LAND PARCEL LOCATED AT THE NORTHEAST CORNER OF AIRPORT BOULEVARD AND NORTH PALAFOX STREET.
- PROPERTY WAS LISTED FOR SALE WITH LEVIN & RINKE RESORT REALTY AT A PRICE OF \$200,000 (GCMLS #2274960). PROPERTY WAS ON THE MARKET FOR 239 DAYS BEFORE IT SOLD.
- COMPARABLE SALES DATA WAS VERIFIED BY CHARLES C. SHERRILL, JR., MAI WITH LARRY KUHN (BROKER) OF LEVIN & RINKE RESORT REALTY.
- PARCEL I.D. #: 35-1S-30-9002-002-010
- JURISDICTION: ESCAMBIA COUNTY, FLORIDA.



November 20, 2018

**polygonLayer**

- Override 1
- ⋯ Map Grid
- ⌈ Boundary

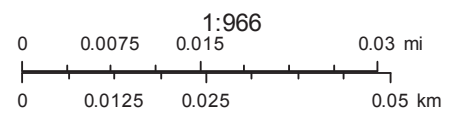






November 20, 2018

- |                     |  |               |
|---------------------|--|---------------|
| <b>polygonLayer</b> |  | Property Line |
| Override 1          |  | Red: Band_1   |
|                     |  | Green: Band_2 |
| Map Grid            |  | Blue: Band_3  |
| — Major Roads       |  |               |
| — All Roads         |  |               |



**COMPARABLE LAND SALE**

COMPARABLE NO.: 3 RECORD NUMBER: 7951

CLASSIFICATION: VACANT RESIDENTIAL LAND

DATE: 05/02/2019

LOCATION: 4100 BLOCK OF SPANISH TRAIL, PENSACOLA,  
FLORIDA (CURRENT OFFERING)

SALES PRICE: \$39,900

GRANTOR: N/A – (CURRENT OFFERING)  
GRANTEE: N/A – (CURRENT OFFERING)

REFERENCE: N/A – (CURRENT OFFERING); MLS #532776

BRIEF LEGAL DESCRIPTION: PORTION OF SECTION 16-1S-29; ESCAMBIA COUNTY,  
FLORIDA

TERMS: N/A – (CURRENT OFFERING)  
ZONING: R-NC; RESIDENTIAL NEIGHBORHOOD COMMERCIAL  
HIGHEST AND BEST USE: OFFICE/RESIDENTIAL

LAND SIZE: 4,382 SQ. FT. (0.10 ACRE)  
FRONT FEET: 57.92 FT.

LAND UNIT PRICES:  
PER SQUARE FOOT: \$9.10  
PER FRONT FOOT: \$688.88

REMARKS:

- VACANT PARCEL LOCATED ON THE WEST SIDE OF SPANISH TRAIL, SOUTH OF NEW HOPE ROAD.
- PROPERTY IS LISTED FOR SALE WITH BETTER HOMES AND GARDENS REAL ESTATE MAIN STREET PROPERTIES AT A PRICE OF \$39,900 (MLS #532776).
- PARCEL I.D. #: 16-1S-29-0411-001-004
- JURISDICTION: CITY OF PENSACOLA, FLORIDA.







March 6, 2019

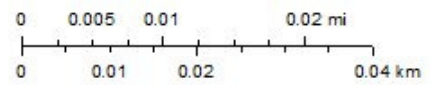
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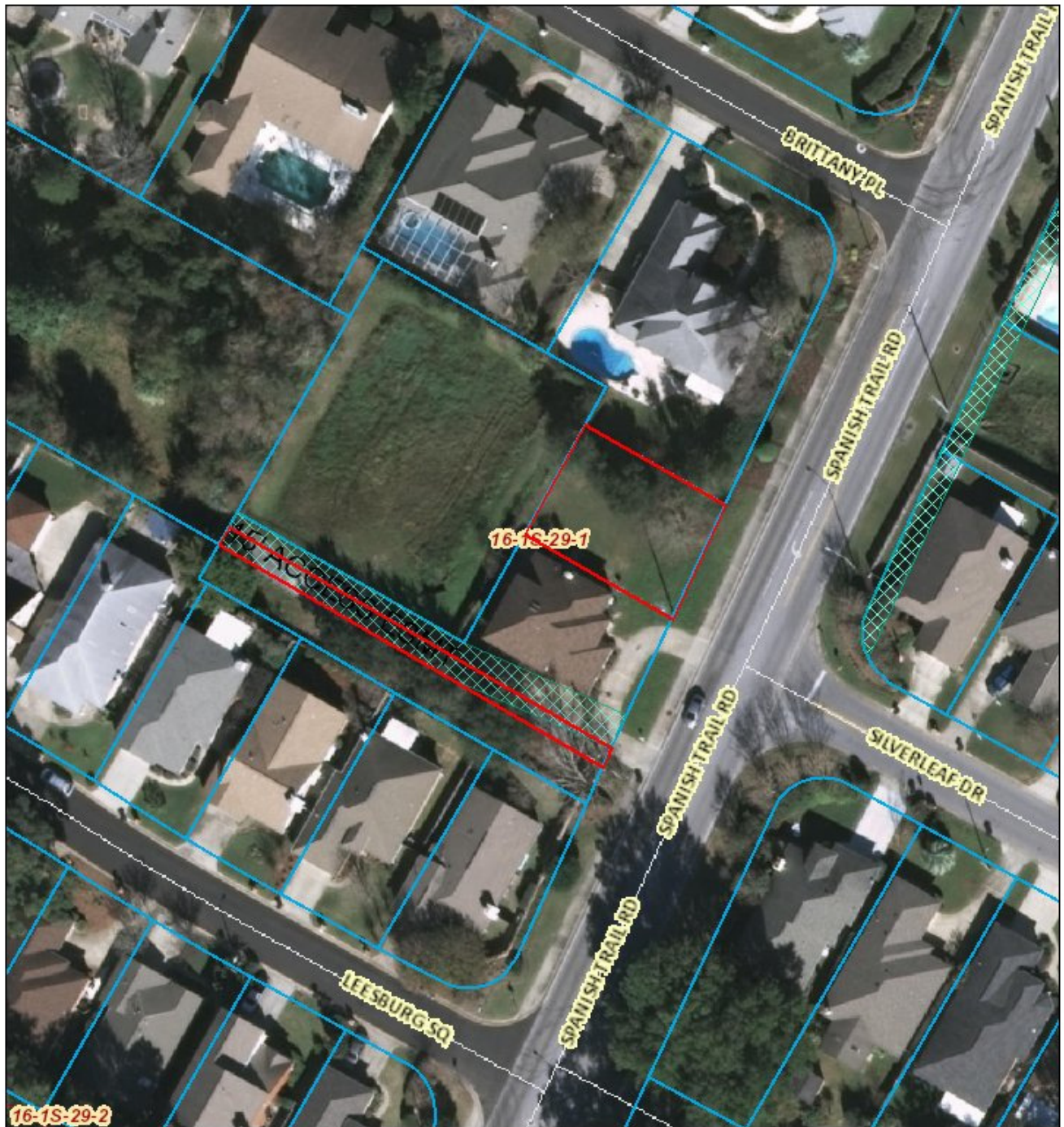
**polygonLayer**

Override 1

 Map Grid

 Boundary





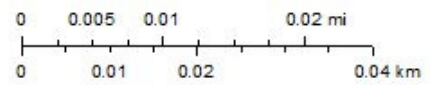
March 6, 2019

1:776

**polygonLayer**

Override 1

- Map Grid
- Boundary
- Property Line



## COMPARABLE LAND SALE

COMPARABLE NO.: 4 RECORD NUMBER: 7823

CLASSIFICATION: COMMERCIAL LAND

DATE: 11/13/2017

LOCATION: 4950 GRANDE DRIVE, PENSACOLA, FLORIDA

SALES PRICE: \$135,000

GRANTOR: WARRINGTON VILLAGE PROPERTIES, INC.  
GRANTEE: FISHBEIN ORTHODONTICS PL

REFERENCE: OR 7809 PAGE 1804

BRIEF LEGAL DESCRIPTION: LOT 1, BROWNSTONE SUBDIVISION, ESCAMBIA COUNTY, FLORIDA

TERMS: CASH TO SELLER  
ZONING: C-1; RETAIL COMMERCIAL  
HIGHEST AND BEST USE: OFFICE

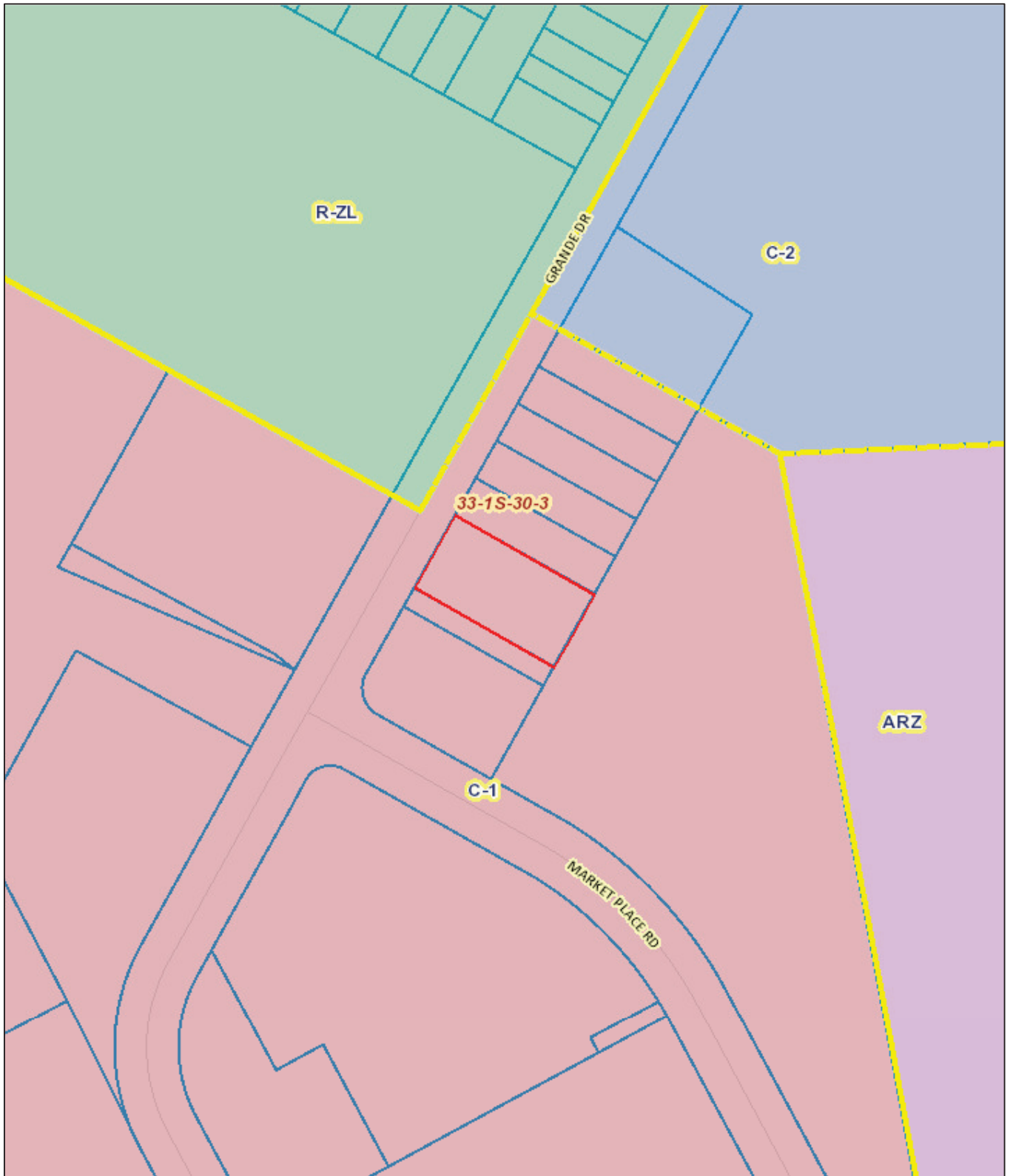
LAND SIZE: 11,700 SQ. FT.  
NUMBER OF ACRES: 0.27 ACRE  
FRONT FEET: 78 FT.

LAND UNIT PRICES:  
PER SQUARE FOOT: \$11.54  
PER ACRE: \$500,000  
PER FRONT FOOT: \$1,730.77

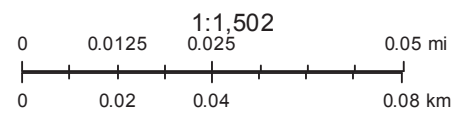
### REMARKS:

- RECTANGULAR-SHAPED VACANT LAND PARCEL LOCATED ON SOUTH SIDE OF GRANDE DRIVE, EAST OF MARKETPLACE ROAD.
- PROPERTY WAS NOT LISTED IN MLS AND SELLER CONFIRMED THAT IT SOLD THE PARCEL AT A SLIGHTLY DISCOUNTED PRICE.
- COMPARABLE SALES DATA WAS VERIFIED BY CHARLES C. SHERRILL, JR., MAI WITH BEN FISHBEIN (BUYER) AND ED CRONLEY (BROKER/OWNER).
- PARCEL I.D. #: 33-1S-30-7130-000-010
- JURISDICTION: CITY OF PENSACOLA, FLORIDA.





November 21, 2018



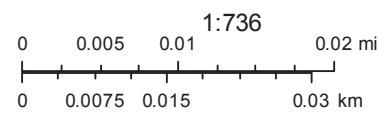
**polygonLayer**

- Override 1
- Map Grid
- Boundary



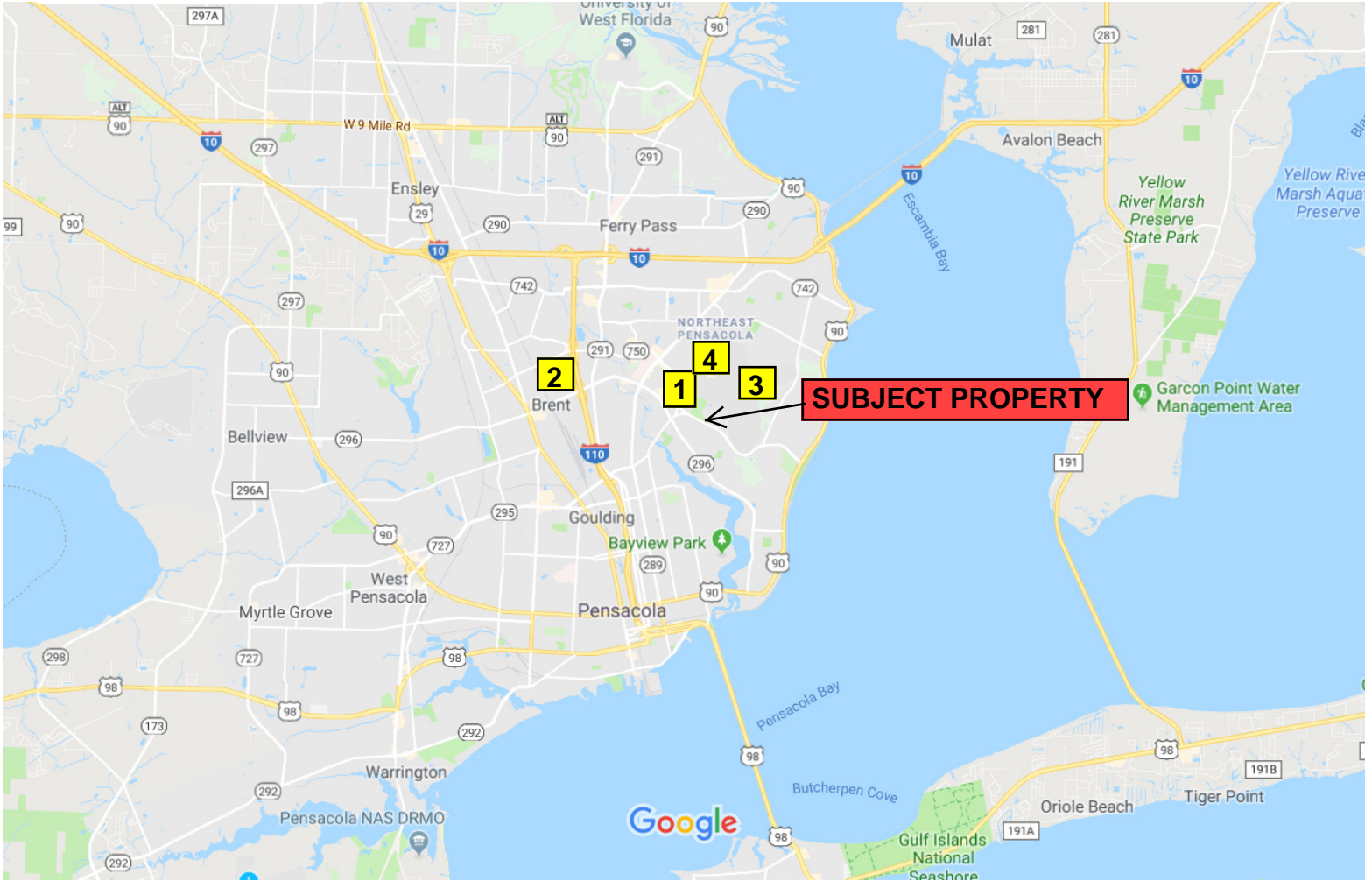


November 21, 2018



- polygonLayer**
- Override 1
  - Map Grid
  - Major Roads
  - All Roads
- Property Line
  - Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3

# COMPARABLE LOCATION MAP



## **APPRAISER'S QUALIFICATIONS**

NAME: Charles C. Sherrill, Jr., MAI  
TITLE: President  
OFFICE ADDRESS: Sherrill Appraisal Company  
410 East Government Street  
Pensacola, Florida 32502  
EDUCATION: Bachelor of Arts Degree in Economics, Washington & Lee University,  
Lexington, Virginia (1984)

Successfully completed the following courses sponsored by the American Institute of Real Estate Appraisers:

- Course 1A-1 Real Estate Appraisal Principles (Tufts University, 1986)
- Course 1A-2 Basic Valuation Procedures (University of North Carolina, 1986)
- Course SPP Standards of Professional Practice (Atlanta, Georgia, 1987)
- Course 1B-A Capitalization Theory and Techniques - Part A (Florida State University, 1987)
- Course 1B-B Capitalization Theory and Techniques - Part B (University of Portland, 1988)
- Course 2-1 Case Studies in Real Estate Valuation (Colorado University, 1988)
- Course 2-2 Report Writing and Valuation Analysis (University of Central Florida, 1989)

Successfully completed the following course sponsored by the Commercial Investment Real Estate Institute:

- Course 401 Introduction to Commercial Real Estate Analysis (Pensacola, Florida, 1995/1998)

### CONTINUING EDUCATION:

Credited with attendance/completion of the following seminars/courses:

#### Appraisal Institute

- Eminent Domain and Condemnation
- Uniform Standards of Professional Appraisal Practice
- Business Practices and Ethics
- Analyzing Operating Expenses
- Appraising from Blueprints and Specifications
- Feasibility, Market Value, and Investment Timing
- Analyzing Distressed Real Estate
- Hotel/Motel Valuation
- Effective Appraisal Report Writing
- FHA Homebuyer Protection Plan and The Appraisal Process
- Standards of Professional Practice - Part C
- Standards of Professional Practice - Part A
- Fair Lending and the Appraiser
- Appraisal of Retail Properties
- Standards of Professional Practice - Part B
- Understanding Limited Appraisals and General Reporting Options - General
- Accrued Depreciation
- Depreciation Analysis
- Rates, Ratios, and Reasonableness
- Comprehensive Appraisal Workshop
- Real Estate Risk Analysis
- New Technologies for Real Estate Appraisers



## **APPRAISER'S QUALIFICATIONS**

### CONTINUING EDUCATION (Continued):

Credited with attendance/completion of the following seminars/courses:

#### State Certification

USPAP Update  
Florida Appraisal Laws and Regulations  
Appraisal of 2-4 Family and Multi-Family Properties  
Challenging Assignments for Residential Appraiser's  
Foreclosure Basics for Appraiser's  
Florida Appraiser Supervisor/Trainee Rules  
Neighborhood Analysis  
Communicating the Appraisal  
Appraisal Principles  
Sales Comparison Approach  
Income Capitalization Approach  
Cost Approach  
Real Estate, Mortgages, and Law  
Essential Elements of Disclosures and Disclaimers

### EXPERIENCE:

Engaged since 1986 in valuation, consulting, and market studies of various property types, including office, retail, industrial, multi-family residential, churches, restaurants, motels, subdivision developments, commercial land, acreage, marinas, single family residential, and condominiums in numerous states. Have testified as an expert witness numerous times in the Circuit Courts of Escambia, Santa Rosa, and Okaloosa Counties. Prior to joining Sherrill Appraisal Company in 1992, employed by Landauer Associates, Inc., Atlanta, Georgia (1986-1992) as Vice President, Valuation and Technical Services Division.

### PROFESSIONAL LICENSES:

State Certified General Appraiser (#RZ1665), State of Florida (1993-Present)  
Licensed Real Estate Broker (#BK0436908), State of Florida (1996-Present)  
Former Licensed Real Estate Salesman (#SL0436908), State of Florida (1985-1996)  
Former State Certified Appraiser (#000439), State of Georgia (1991-1992)

### PROFESSIONAL MEMBERSHIPS:

Member, Appraisal Institute; Awarded the MAI designation by the Appraisal Institute in 1991  
Past Member, Escambia County Value Adjustment Board (2008 – 2012)  
Member, Pensacola Association of Realtors  
Member, Florida Association of Realtors  
Member, National Association of Realtors  
Member, Branch Banking and Trust Company Local Advisory Board of Directors

### CIVIC ACTIVITIES:

Graduate, Leadership Pensacola (Class of 1999)  
Member, Rotary Club of Pensacola (Former Board Director); Paul Harris Award Recipient  
Past President and Executive Committee Member, Pensacola Sports Association Board of Directors  
Current Board Member, Pensacola Sports Foundation  
Past Secretary/Past Treasurer, Fiesta of Five Flags Association Board of Governors  
Past Board Member and Trustee, Pensacola Historical Society Foundation  
Past Member and Executive Committee Member, Pensacola State College Board of Governors  
Past Board Director & Past Executive Committee Member, Pensacola YMCA  
Past Board Member and Former Treasurer, Pensacola Historical Society Board of Directors  
Past President, Booker T. Washington High School Baseball Booster Club Board of Directors

Other civic involvements include various fund raising activities for Boy Scouts of America, Junior Achievement, March of Dimes, American Cancer Society, Leukemia Society, Manna Food Bank, and the American Heart Association.

## APPRAISER'S QUALIFICATIONS

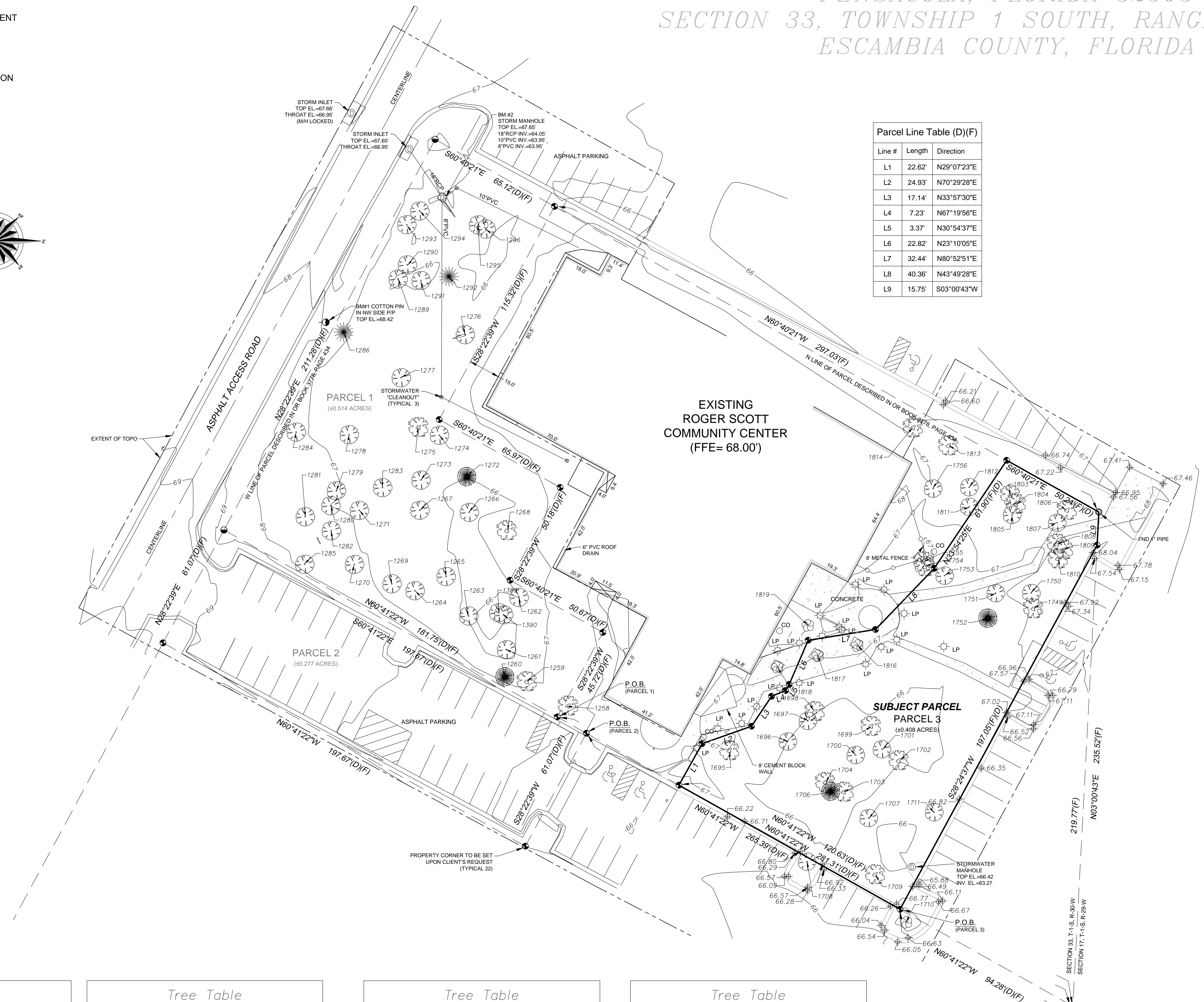
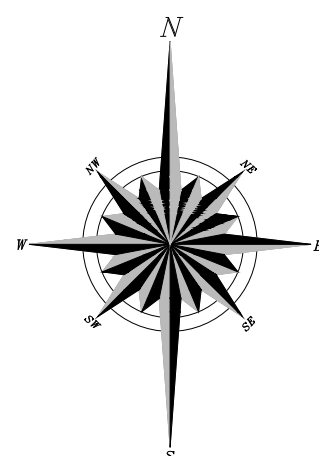
### LISTING OF APPRAISER CLIENTS:

Aegon Realty Advisors Company	Ford Motor Company
Aetna Realty Advisors	Florida Department of Transportation
Bank of America	Gulf Coast Community Bank
Bank of Boston	Hancock Bank
Bank of Pensacola	Harvesters Federal Credit Union
Bank South N. A.	Holley-Navarre Water
Baptist Health Care Corp.	Lakeview Center
Barnett Banks, Inc.	Lasalle Realty Advisors
BBVA Compass	Liberty Bank
Beach Community Bank	Midway Water Company
Branch Banking & Trust (BB&T)	Metropolitan Life Insurance Company
Canadian Imperial Bank of Commerce	National Bank of Commerce (Alabama)
Catholic Church Diocese	National Asset Management Group
Centennial Bank	Navy Federal Credit Union
CenterState Bank	Pen Air Federal Credit Union
Chase Manhattan Mortgage Corp.	Pensacola Area Chamber of Commerce
Charter Bank	Pensacola Government Credit Union
Chicago Title Company	Pensacola Historical Society
Citicorp Real Estate	Pensacola State College
City of Fort Walton Beach	Pensacola Preservation Board (State of Florida)
City of Milton	PHH Relocation and Real Estate
City of Pensacola	PNC Bank
Clarity Appraisal Management	Port of Pensacola
Coastal Bank and Trust	Premier Bank (Louisiana)
Colonial Bank of Alabama	Presbytery of Florida
Cumberland Bank (Kentucky)	RBC Bank
Dart Appraisal Management Company	Recoll Management Corporation Insurance Co.
Dollar Bank	Regions Bank
Dusco Property Management	Sacred Heart Hospital
Emerald Coast Utilities Authority	Saltmarsh, Cleaveland & Gund
Episcopal Church Diocese	ServisFirst Bank
Equity Valuation Partners	Smart Bank
Escambia County, Florida	Southern Company
Escambia County Employees' Credit Union	SunTrust Banks, Inc.
Farm Credit of Northwest Florida	Synovus Financial
Fairfield Communities, Inc.	Travellers Realty Investment Company
Federal Aviation Administration	Tyndall Federal Credit Union
Federal Deposit Insurance Corporation	United Bank (Alabama)
First Alabama Bank	Valuation Management Group
First American Bank	Vanguard Bank & Trust Company
First City Bank of Fort Walton Beach	Various Estates, Attorney's, Accountants, Insurance Companies, Churches, & Property Owners
First Coast Community Bank	Wachovia Corporation
First National Bank of Commerce (Louisiana)	Waterfront Rescue Mission
First National Bank of Florida	Wells Fargo Bank
First National Bank of Georgia	Whitney National Bank
First Navy Bank	WSRE Television
Fisher Brown Insurance Company (Cost Analysis)	



2130 SUMMIT BOULEVARD  
PENSACOLA, FLORIDA 32503  
SECTION 33, TOWNSHIP 1 SOUTH, RANGE 30 WEST  
ESCAMBIA COUNTY, FLORIDA

- LEGEND
(F) FIELD MEASUREMENT
(P) PLAT MEASUREMENT
(D) DEED MEASUREMENT
(C) CALCULATED MEASUREMENT
SP SPREAD
BM BENCHMARK
P/P POWER POLE
EL. ELEVATION
INV. INVERT ELEVATION
FFE FINISHED FLOOR ELEVATION
CO CLEAN-OUT
LP LIGHT POLE
POB POINT OF BEGINNING



Parcel Line Table (D)(F)
Table with columns: Line #, Length, Direction. Lists lines L1 through L9 with their respective measurements.



VICINITY MAP  
N.T.S.

SUBJECT PARCEL LEGAL DESCRIPTION: (CREATED HEREIN)

PARCEL 3: A PORTION OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID SECTION 33 AND THE NORTHERLY RIGHT OF WAY LINE OF SUMMIT BOULEVARD (100' R/W)...

LEGAL DESCRIPTIONS: (PREVIOUS SURVEYS)

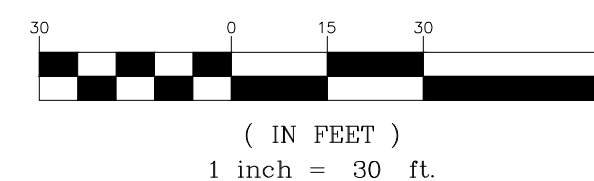
PARCEL 2: A PORTION OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID SECTION 33 AND THE NORTHERLY RIGHT OF WAY LINE OF SUMMIT BOULEVARD (100' R/W)...

PARCEL 1: A PORTION OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID SECTION 33 AND THE NORTHERLY RIGHT OF WAY LINE OF SUMMIT BOULEVARD (100' R/W)...

NOTES:

- 1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 5-23-19.
2. THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
3. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
4. STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR IN PART, OR TO BE USED FOR ANY OTHER FINANCIAL TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT THE PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
5. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (NORTH ZONE) (NAD83) ENCROACHMENTS ARE AS SHOWN.
6. THE ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), BASED ON FLORIDA DEPARTMENT OF TRANSPORTATION FPN STATION 'PCLA' HAVING A PUBLISHED ELEVATION OF 101.22 FEET.
7. PROPERTY CORNERS NOT SET AT THIS TIME, PER CLIENT'S REQUEST.

GRAPHIC SCALE



POINT OF COMMENCEMENT INTERSECTION OF THE EAST LINE OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 30 WEST, AND THE NORTHERLY RIGHT OF WAY LINE OF SUMMIT BOULEVARD

Tree Table with columns: Point #, Elevation, Northing, Easting, Description. Lists trees 1258 through 1277.

Tree Table with columns: Point #, Elevation, Northing, Easting, Description. Lists trees 1278 through 1697.

Tree Table with columns: Point #, Elevation, Northing, Easting, Description. Lists trees 1698 through 1755.

Tree Table with columns: Point #, Elevation, Northing, Easting, Description. Lists trees 1756 through 1819.

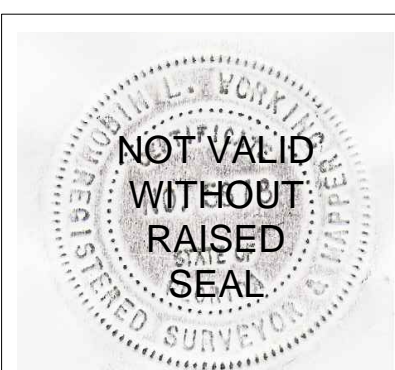


Table with columns: NO, DESCRIPTION, REVISIONS. Shows a single revision.

BOUNDARY AND TOPOGRAPHIC SURVEY
ROGER SCOTT ATHLETIC COMPLEX
2130 SUMMIT BOULEVARD
CITY OF PENSACOLA, FLORIDA
DWN BY: RALPH SCALE: 1"=30'

360 Surveying Services, Inc.
Professional Land Surveyors
1801 Creighton Road~Pensacola, Florida 32504
Office: (850) 857-4400



The survey shown hereon is true and correct and in compliance with the Standards of Practice set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

Rob R. Working

ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 5878



Attachment 8 - Letter from Mayor requesting future protection  
of remaining portion of Hitzman Park wooded area



GROVER C. ROBINSON, IV  
Mayor

May 28, 2019

Pensacola City Council  
222 West Main Street  
Third Floor  
Pensacola, FL 32502

RE: Hitzman Park

Dear City Council members:

In your deliberations about the future of Hitzman Park, it is my sincerest hope that you will endorse a limitation declaration or deed restriction of some sort which prohibits any development of parking lot or playing fields beyond the proposed three soccer field project into the currently wooded area of Hitzman Park.

Again this would not apply to any area of the park that would be purchased through the swap with the YMCA, but would apply to the existing Hitzman Park after the three field were constructed. I will be presenting this to the City Attorney to ask her in some way to incorporate my thoughts into a proposal for you to vote on.

I believe this commitment illustrates what I have communicated to the citizens ensuring that there will be no encroachment into the currently wooded area of the existing Hitzman Park after construction of the fields.

If you have any questions or comments, please feel to contact me. Thank you for your time and assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "G. C. Robinson, IV". The signature is stylized and fluid.

Grover C. Robinson, IV  
Mayor

## **SUMMARY OF CHANGES TO REAL PROPERTY EXCHANGE AGREEMENT**

On June 6, 2019, the Mayor's Office distributed Council Memoranda with attached, proposed agreements with the YMCA, for Council review and consideration. Two Agreements were provided: a Use and Program Agreement and a Real Property Exchange Agreement. While the provisions of the Use and Program Agreement remain as submitted for Council's review, several new or amended provisions of the Real Property Exchange Agreement have been incorporated, and they are summarized as follows:

- 5<sup>th</sup> Whereas Clause – language added to describe the YMCA's building and pool on its property adjacent to the Vickrey Center.
- 6<sup>th</sup> Whereas Clause – added to acknowledge that a survey and legal description of the YMCA's property adjacent to the Vickrey Center is currently being developed.
- Para. 4 (B) – language added to note that the YMCA's right of ingress, egress and driveways may change from time to time.
- Para. 5 – Notes that the YMCA's property adjacent to the Vickrey Center is still in the process of being surveyed.
- Page 6 – Adds language stating that a variance is required for the placement of the YMCA building and the property exchange is contingent upon obtaining such a variance. The Planning Board will consider the variance at its July 9, 2019, meeting.
- All Exhibits have been updated.



Memorandum

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**File #:** 19-00274

City Council

6/13/2019

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**LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

CITY OF PENSACOLA/YMCA USE AND PROGRAM AGREEMENT FOR THE VICKREY RESOURCE CENTER

**RECOMMENDATION:**

That City Council authorize the Mayor to execute a Use and Program Agreement between the City of Pensacola and the Young Men's Christian Association of Northwest Florida, Inc. ("YMCA") to partially lease the Vickrey Resource Center. Further, that City Council authorize the Mayor to take all actions necessary to execute all contracts and related documents pertaining to the Use and Program Agreement.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The YMCA and the City address critical community needs by offering programs and services for all ages, abilities, and income. The City and the YMCA are in negotiation for exchanging properties at 2130 Summit Blvd. and 3215 Langley Ave. respectively, each desiring to build new facilities in order to further meet the needs of the community by offering additional programs and services.

Furthermore, the City currently owns and operates the Vickrey Resource Center, but in an effort to reduce duplication of services, desires to allow the YMCA to provide some of these services at that location. Further, the YMCA desires to build a new health facility on the adjacent premises. The term of this agreement is for 30 years with renewal options for two (2) successive 10-year terms.

The YMCA Executive Director, Michael Bodenhausen, and City Parks and Recreation Director, Brian Cooper have worked diligently over the past 3 months to negotiate and formulate two agreements:

1. A real property exchange.
2. YMCA use and program agreement for the Vickrey Resource Center.

The use and program agreement outline the terms and conditions for which the YMCA and City will be bound for the leasing of space within the Vickrey Center. It further outlines the programmatic shift from the City to the YMCA, the space needed to administer these programs, and the lease arrangements and terms. Any athletic

programming deficiencies that arise by the YMCA vacating Langley Avenue will be addressed collaboratively between the City Parks and Recreation Department and the YMCA.

**PRIOR ACTION:**

None.

**FUNDING:**

The YMCA will pay the City \$2,000 per month for the use of the portion of the Vickrey Center. The After-school and Summer Camp Programs will be conducted by the YMCA rather than the City. Therefore, no revenue or expenditure transactions for those programs will occur, thus having no financial effect to the City. The remaining programs currently provided by the City at the Vickrey Center will continue to be administered by the City of Pensacola.

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

6/4/2019

**STAFF CONTACT:**

Christopher L. Holley, City Administrator  
Brian Cooper, Parks and Recreation Director

**ATTACHMENTS:**

1. Use and Program Agreement
2. Vickrey Center Floor Plan

**PRESENTATION:** No

## **USE AND PROGRAM AGREEMENT**

THIS USE AND PROGRAM AGREEMENT entered into this \_\_\_\_ day of June, 2019, by and between City of Pensacola (“City”), a Florida municipality whose principal office is located at 222 W. Main St., Pensacola, FL 32502, and Young Men’s Christian Association of Northwest Florida, Inc., a Florida not-for-profit corporation (“YMCA”) whose principal office is located at 165 E. Intendencia Street, Pensacola, Florida, 32502.

### **WHEREAS:**

- A. City and YMCA both address critical community needs by offering programs and services for all ages, abilities and income;
- B. City and YMCA both provide an inclusive and positive programming experience in school-age childcare, youth sports, swimming, and health and wellness programs;
- C. City and YMCA believe that collaboration between the two organizations reduces duplication of services while creating a more efficient and effective way of developing youth, strengthening families, and promoting social connections in the community by leveraging each organization’s strength;
- D. YMCA owns the real property located at 3215 Langley Avenue, Pensacola, Florida (the “Langley Property”);
- E. City owns the real property located at 2130 Summit Blvd., Pensacola, Florida (the “Roger Scott Athletic Complex”);
- F. City provides certain programs for the community at the Vickrey Resource Center (the “Vickrey Center”), located on the Roger Scott Athletic Complex;
- G. City and YMCA are negotiating an exchange of the Langley Property for a parcel located at the Roger Scott Athletic Complex;
- H. YMCA desires to build a new health and wellness facility on the Roger Scott Athletic Complex near the Vickrey Center (the “New Health Facility”);
- I. YMCA desires to provide programs at the New Health Facility and at the Vickrey Center; and
- J. Any exchange of the Langley Property for property located at the Roger Scott Athletic Complex is contingent upon YMCA having use of the Vickrey Center and the pool located at the Roger Scott Athletic Complex (the “Roger Scott Pool”) for the provision of programs. The specific provisions of the parties’ shared use of the Vickrey Center, pool, and Roger Scott Athletic Complex and surrounding grounds shall be subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the premises and mutual agreements hereinafter set forth, the parties hereto agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct and are fully incorporated into the provisions of this Use and Program Agreement.
2. **Acknowledgement.** The Parties acknowledge that the provisions of this Use and Program Agreement are mutually beneficial and constitute necessary, good and valuable consideration supporting the Parties' exchange of ownership of real property reflected in that certain Real Property Exchange Agreement which the Parties intend to enter into through the execution of documents pertinent thereto.
3. **Use and Access to the Vickrey Center.** City hereby grants YMCA the following licenses to use the Vickrey Center:

- i. **YEAR-ROUND:**

- a. YMCA shall have reasonable access to the Vickrey Center before and after all programs for the purpose of preparing and cleaning the facility;
- b. YMCA is hereby granted year-round, exclusive use of the spaces designated as 127 and 128 on the rendering attached hereto as Exhibit A (the "Vickrey Center Rendering") for the purpose of storage, office, childcare programs, registration or business as it deems necessary;
- c. YMCA is hereby granted year-round use of a portion of the closet space in the area designated as 111 on the Vickrey Center Rendering for the purpose of equipment and ball storage. Minimum amount 40 square feet;
- d. YMCA is hereby granted access to the kitchen and the ice maker located therein for the purpose of using ice and storage of food.
- e. YMCA is hereby granted year-round, exclusive use of the supply closet designated as area F on the Vickrey Center Rendering;
- f. City shall adjust its use, including its hours of use, to accommodate the use by YMCA as described herein;
- g. YMCA shall have the right to place decals and signage throughout the Vickrey Center as required by the Department of Children and Families (DCF) and all other applicable laws and to provide reasonable directions and information to members and program participants. Further, YMCA shall have the right to install YMCA door and window logos and directional signs, provided that all signage and logos which are not required by DCF shall be mutually agreed to by the parties;



- h. YMCA shall be allowed to install equipment and wiring necessary for phones and internet;
- i. YMCA shall be allowed to utilize the lobby area as a common area for greeting, checking in and conducting daily business;

ii. **BEFORE & AFTERSCHOOL PROGRAMMING:**

- a. Subject to review and approval by the City, which review and approval shall not be unreasonably withheld or delayed, YMCA may make such improvements and renovations to the Vickrey Center as necessary to allow YMCA to obtain and maintain a license issued by DCF to provide child care for a minimum of 135 children; The exact number of children to be served shall be determined by DCF.
- b. During the school year, as determined by the calendar for public schools located in Escambia County, Florida, and from 2:00 P.M. to 5:30 P.M., YMCA is hereby granted exclusive use, enjoyment and occupancy of the public and common areas of the Vickrey Center for the care of school-age children;
- c. During the school year, as determined by the calendar for public schools located in Escambia County, Florida, and from 7:00 A.M. to 5:30 P.M., YMCA is hereby granted exclusive use, enjoyment and occupancy of the public and common areas of the Vickrey Center during holidays and teacher workdays for the care of school-age children;

iii. **SUMMER CAMP:**

- a. Subject to review and approval by the City, which review and approval shall not be unreasonably withheld or delayed, YMCA may make such improvements, renovations, and adjustments to the Vickrey Center or programming as necessary to allow YMCA to obtain and maintain a license issued by DCF to provide child care for a minimum of 135 children; The exact number of children to be served shall be determined by DCF.
- b. During the summer months, as determined by the calendar for public schools located in Escambia County, Florida, and from 6:30 A.M. to 5:30 P.M., YMCA is hereby granted use, enjoyment and occupancy of the Vickrey Center for the care of school age-children. No later than April 15 of the then current year, the parties shall agree to a reasonable schedule for programming at the Vickrey Center, that will not conflict with existing City programs;
- c. YMCA is hereby granted use of areas designated as 104, 105, 106, and

109 on the Vickrey Center Rendering for the childcare and summer camps during summer break as designated by Escambia County, Florida public schools;

- d. Use of the Roger Scott Pool. At a minimum, YMCA shall have the use of the Roger Scott Pool located at the Roger Scott Athletic Complex for 5 one-hour slots daily for camp swimming. During such time slots, YMCA shall have sufficient use of the pool to accommodate the number of children participating in the respective camp, provided that such use does not preclude pool use by City program participants.
4. **License and Use Fee.** YMCA shall pay City two thousand and No/100 Dollars (\$2,000.00) per month as a license and use fee.
5. **Remodeling for DCF Licensure.** YMCA shall pay for all improvements that may be required to obtain a license issued by DCF to provide childcare for a minimum of 135 children.
6. **Maintenance.** City shall maintain and repair the Vickrey Center, including but not limited to the structural components (including the slab, exterior walls, and roof and roofing systems, the doors, the interior walls, the windows, the plumbing systems, the heating, ventilation, and air conditioning systems, and the electrical systems. YMCA agrees to notify City in writing of any needed maintenance or repairs. All repairs required by DCF shall be accomplished as soon as practicable, and non-DCF-required repairs shall be accomplished in a reasonable time frame. Disputes which may arise concerning the need for repair, the method of repair, and the urgency or timing of repair shall be resolved through the Dispute Resolution procedures set forth herein.
7. **Casualty.** The parties anticipate that in the event the Vickrey Center is substantially damaged or destroyed by fire or other casualty, and the structure is rendered or estimated to be unusable for a period of twelve (12) months or longer, the City will notify the YMCA in writing of its plan to rebuild or repair the Vickrey Center and the time that will be required to accomplish that project. The City will render reasonable cooperation to the YMCA in assisting the YMCA to relocate its on-site programs to a different location and to assist the YMCA in maintaining its programs during the period of repair or renovation of the Vickrey Center.
8. **Utilities.** City shall pay all utilities related to the operation of the Vickrey Center, including, but not limited to, power, water, sewer, phone, internet, and garbage collection.
9. **Janitorial.** City shall provide, at its expense, use of dumpster and daily janitorial services.
10. **Lobby.** YMCA visitors, members, guests, program participants, employees, and invitees shall have the right to occupy and utilize the lobby for the purpose of greeting, checking

children in and out, and normal business activities, during hours of YMCA operation.

11. **Restrooms.** YMCA visitors, members, guests, program participants, employees, and invitees shall have the right to utilize the restrooms, during hours of YMCA operation.
12. **Parking.** YMCA visitors, members, guests, program participants, employees, and invitees shall have the right to park anywhere throughout the Roger Scott facility complex, including, but not limited to, parking spaces around the Vickrey Center, the Roger Scott Pool, and athletic fields.
13. **Building Access.** YMCA employees shall have access to the Vickrey Center 24 hours a day/seven days a week. City shall provide YMCA sufficient keys for its employees.
14. **Playground.** City and YMCA shall designate a mutually agreed upon area, which shall be approximately 2,250 square feet, for a playground for school-age childcare. At a minimum, the playground shall include features and elements similar to those described on the quote from Gulf Coast Recreation attached here to as Exhibit B. YMCA is hereby granted a license to use such playground for its programs. Such license shall be exclusive during the hours required by DCF. City shall maintain the playground. YMCA agrees to notify City in writing of any needed repairs. The City shall use reasonably diligent efforts to make all required repairs to the playground and shall reasonably accommodate the requirements of the YMCA while such repairs are being performed.
15. **Use of Exterior Space.** YMCA may use the areas around the Vickrey Center for outside activities for school-age children for the programs described in paragraphs 3.i, 3.ii, and 3.iii.
16. **Term.** The term of this Agreement shall be 30 years commencing on the closing of the exchange of the Langley Property for the parcel of property at the Roger Scott Athletic Complex. If YMCA is not in material default, then YMCA may renew the term of the Agreement for 2 successive 10-year terms. If there is a material adverse change to the operations or business model contemplated for the Vickrey Center by YMCA, then YMCA may terminate this Agreement by giving City 6 months prior written notice.
17. **Contingencies.** This Agreement is contingent upon City and YMCA closing on an exchange of the Langley Property for a parcel of property located at the Roger Scott Athletic Complex.
18. **Binding Effect.** This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.
19. **Recording of Memorandum.** After closing of the exchange of the Langley Property for a parcel of property located at the Roger Scott Athletic Complex, the parties agree to record a copy of this Agreement in the Public Records of Escambia County, Florida.
20. **Waiver.** The waiver by either party of any breach or violation of any provision of this

Agreement shall not operate or be construed as a waiver or any subsequent breach or violation.

21. **Notices.** Any notices required or permitted by this Agreement or by law to be sent to the City shall be sufficient if transmitted by personal delivery, nationally recognized overnight delivery service or certified mail, return receipt requested, addressed to the City as follows:

City of Pensacola  
Attn: City Administrator  
222 West Main Street, 7<sup>th</sup> Fl.  
Pensacola, Florida 32502

with copy to:

City Attorney  
City of Pensacola  
222 West Main Street, 7<sup>th</sup> Fl.  
Pensacola, FL 32502

Any notices requires or permitted by this Agreement or by law to be sent to YMCA shall be sufficient if transmitted by personal delivery, nationally recognized overnight delivery service, or certified mail return receipt requested, addressed to the YMCA as follows:

Young Men's Christian Association  
of Northwest Florida, Inc.  
c/o Executive Director  
165 E. Intendencia Street  
Pensacola, Florida 35202

22. **Remedies.** In addition to remedies at law, including recovery of money damages, each party shall be entitled to specific performance, including but not limited to specific performance of the obligation to repair, renovate, or rebuild the Vickrey Center pursuant to Section 6 above. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations contained herein and hereby agree to waive and not to assert in any action for specific performance the defense that a remedy at law would be adequate.
23. **Governing Law.** This Agreement has been negotiated and executed in the State of Florida, and the laws of that state shall govern its construction and validity without regard to the conflicts of laws principles of such state. Venue for any action shall be in the federal or state courts in Escambia County, Florida.
24. **Assignment and Subleasing.** YMCA may assign this Agreement to a new entity formed and wholly owned by YMCA for the purpose of acquiring and operating the New Health Facility and providing programs at Vickrey Center.

25. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all of which, taken together, shall constitute one and the same instrument as if all parties hereto had executed the same instrument; and any party or signatory hereto may execute this Agreement by signing any such counterpart. A pdf or facsimile copy of any such counterpart shall be considered an original.
26. **No Representation Concerning Suitability.** YMCA ACKNOWLEDGES THAT THE CITY HAS MADE NO REPRESENTATIONS OR WARRANTIES RELATING TO THE SUITABILITY OF THE PREMISES OR IMPROVEMENTS FOR ANY PARTICULAR USE OR PURPOSE (INCLUDING WITHOUT LIMITATION THE USE SET FORTH HEREIN) AND THAT THE CITY SHALL HAVE NO OBLIGATION WHATSOEVER TO RENOVATE THE LICENSED PREMISES OR IMPROVEMENTS UNLESS EXPRESSLY SET FORTH IN THIS AGREEMENT.
27. **Taxes.** In the event that any lawful taxing authority shall assess or impose any tax upon the YMCA's use or occupancy of the Vickrey Center, or upon the sale of any merchandise or product or upon any activity occurring as a result of YMCA's activities under this Agreement, such taxes and costs shall be borne and paid entirely by the YMCA.
28. **Insurance.** YMCA shall procure and maintain at all times during the term of this Agreement, insurance of the types and to the limits specified herein issued by insurers qualified to do business in Florida whose business reputation, financial stability and claims payment reputation is reasonably satisfactory to the City. YMCA acknowledges and agrees that the types and minimum limits of insurance herein required may become inadequate during the term of this Agreement and, therefore agrees that the minimum limits may be increased to commercially reasonable limits and/or additional types of insurance may be required by the City from time to time during the term of this Agreement. Insurance specifications are attached hereto and identified as Exhibit C.
29. **No Waiver of Rights.** YMCA acknowledges that the City of Pensacola, by entering into this Agreement, does not waive any rights it may have as a Florida municipality including, but not limited to, its full police power, its authority as the governing body of the citizens of the City of Pensacola, and its constitutional and statutory rights to sovereign immunity from suits to the full extent of the law.
30. **No Third-Party Beneficiaries.** The City and the YMCA hereby acknowledge that the provisions of this Agreement are intended to benefit only the entities executing this Agreement and that there is no intent to create or benefit any parties not signatory to this Agreement.
31. **Dispute Resolution.** The Parties acknowledge that the mutual commitments contained in the Use and Program Agreement and the Real Property Exchange Agreement will establish a long-term working relationship between the City and the YMCA, which will

require each party to act in good faith and fair dealing in order to accomplish the objectives of the Agreements and to render a high quality of public service to the citizens of Pensacola and the patrons of the YMCA. The parties further acknowledge that the Agreements will require cooperation between the parties, their agents, officers, employees, and volunteers, and that in the process of drafting the Agreements it has not been possible to anticipate and resolve in advance all disagreements that may arise. In order to provide a framework for ensuring good faith and a process for resolution of unanticipated matters, the following commitments are agreed to:

- a. Each party shall inform the other at the earliest practicable time that a problem has arisen that requires action on the part of the other party.
- b. If a party believes that a provision of an Agreement has been or is anticipated to be breached, or if a party believes there is a dispute concerning an issue or problem not contemplated by the terms of this Agreement, the party shall notify the other party in writing of that position.
- c. Upon receipt of a notification of an issue, problem or an asserted or anticipated breach of an Agreement, the parties will arrange for authorized representatives to meet and confer as soon as possible, but no later than 72 hours following notification.
- d. If the resolution of the issue or problem requires the development of a procedure or protocol to be followed to avoid a recurrence, that procedure shall be developed and implemented immediately upon mutual consent to it.
- e. If the resolution of the issue or anticipated breach requires the expenditure of funds beyond the authority of the City's Parks and Recreation Director or his/ her YMCA counterpart to commit, the party bearing the responsibility to make the expenditure will advise the other party as promptly as possible regarding the action to be taken and the timetable required.
- f. In the event that a problem or issue cannot be resolved through the steps outlined above, the parties agree that they will utilize a mediation process substantially similar to that utilized by the Florida court system, although it shall not be necessary to utilize a compensated mediator or panel of mediators if there is mutual agreement not to do so. If a mediator or panel of mediators cannot be agreed upon, the Mayor and the YMCA Executive Director shall appoint one nominee each and those two nominees shall select the mediator. The issue shall thereafter be scheduled for mediation at the earliest practicable opportunity.
- g. In the event that mediation is not successful in resolving the dispute or problem, and litigation is being considered, the party seeking to initiate litigation shall be required to secure the approval of a majority of its governing board or body prior to the initiation of litigation.

[SIGNATURE PAGES TO FOLLOW]



IN WITNESS WHEREOF, the parties have entered into this agreement as of the date first above written.

WITNESSES:

CITY:

City of Pensacola

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as \_\_\_\_\_ of City of Pensacola. He  is personally known to me or  has produced a current Florida driver's license, as identification.

\_\_\_\_\_  
SIGNATURE OF NOTARY

\_\_\_\_\_  
NAME LEGIBLY PRINTED,  
TYPEWRITTEN OR STAMPED

(SEAL)

NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires: \_\_\_\_\_

YMCA:

Young Men's Christian Association of  
Northwest Florida, Inc.

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as \_\_\_\_\_ of City of Pensacola. He  is personally known to me or  has produced a current Florida driver's license, as identification.

\_\_\_\_\_  
SIGNATURE OF NOTARY

\_\_\_\_\_  
NAME LEGIBLY PRINTED,  
TYPEWRITTEN OR STAMPED

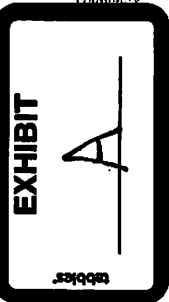
(SEAL)

NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires: \_\_\_\_\_

CONSULTANTS:  
 GILL, WILSON & WILSON, P.C., P.A.  
 ARCHITECTS, PLANNERS, SPACERS  
 1001 15TH ST. N.W.  
 WASHINGTON, D.C. 20004

PROJECT:

ROGER SCOTT  
 CONSULTANT



ARCHITECTURAL  
 PLANNING  
 INTERIOR DESIGN

1001 15TH ST. N.W.  
 WASHINGTON, D.C. 20004

PROJECT NO.: 8294

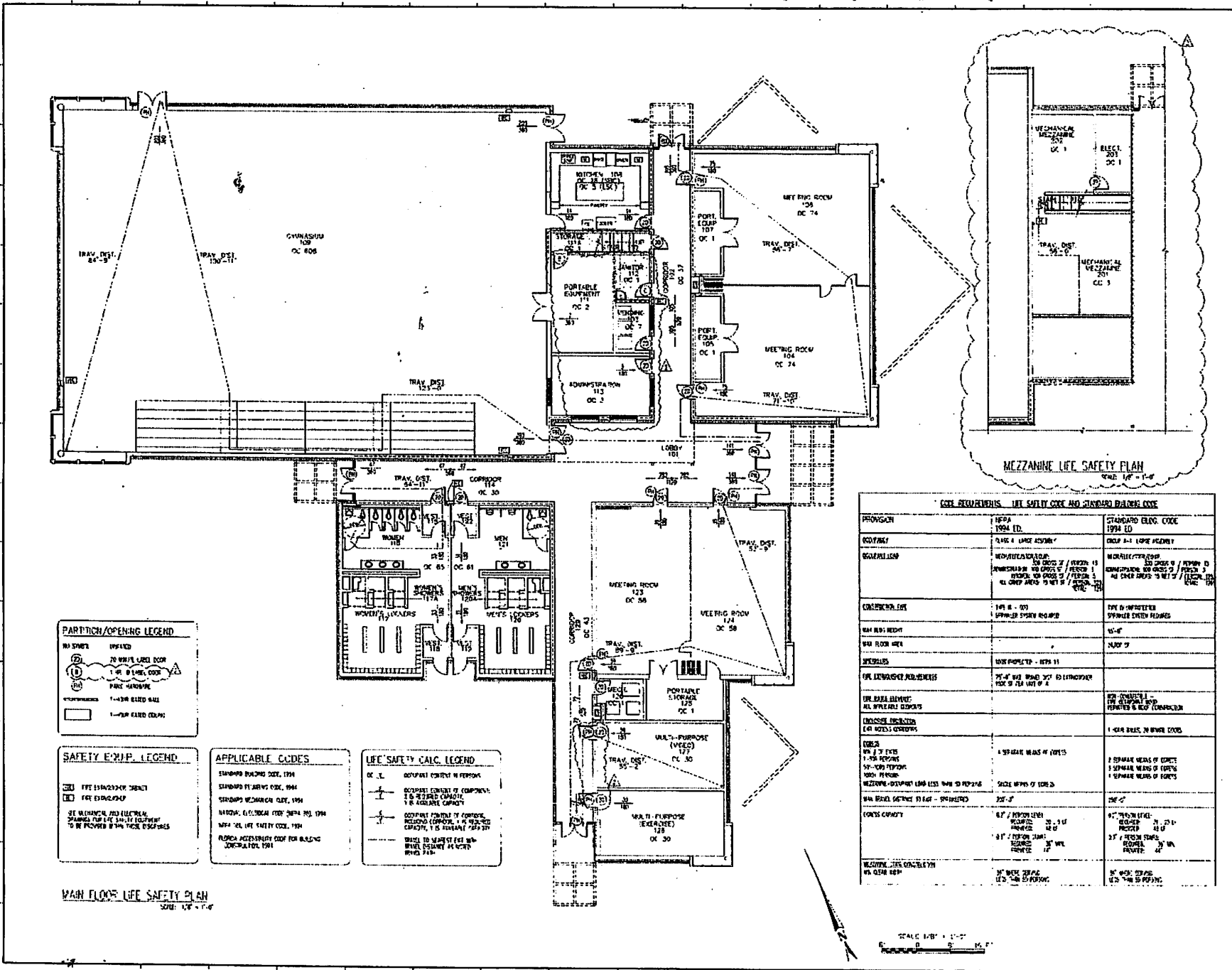
DATE: 05/31/78

SHEET TITLE

1.0 SHEET PLAN

SHEET 4 OF 73

GT



**PARTITION/OPENING LEGEND**

NO SWELL	INSULATED
(Symbol)	20 MINUTE LABELED DOOR
(Symbol)	1 HR. 0 MIN. LABELED DOOR
(Symbol)	1 HR. 20 MIN. LABELED DOOR
(Symbol)	1 HR. 45 MIN. LABELED DOOR
(Symbol)	1 HR. 60 MIN. LABELED DOOR
(Symbol)	1 HR. 90 MIN. LABELED DOOR
(Symbol)	1 HR. 120 MIN. LABELED DOOR
(Symbol)	1 HR. 150 MIN. LABELED DOOR
(Symbol)	1 HR. 180 MIN. LABELED DOOR
(Symbol)	1 HR. 240 MIN. LABELED DOOR
(Symbol)	1 HR. 300 MIN. LABELED DOOR
(Symbol)	1 HR. 360 MIN. LABELED DOOR

**SAFETY EQUIP. LEGEND**

(Symbol)	FIRE EXTINGUISHER
(Symbol)	FIRE EXTINGUISHER
(Symbol)	20 LB. ABC TYPE PORTABLE FIRE EXTINGUISHER
(Symbol)	55 LB. ABC TYPE PORTABLE FIRE EXTINGUISHER
(Symbol)	100 LB. ABC TYPE PORTABLE FIRE EXTINGUISHER
(Symbol)	150 LB. ABC TYPE PORTABLE FIRE EXTINGUISHER
(Symbol)	200 LB. ABC TYPE PORTABLE FIRE EXTINGUISHER
(Symbol)	300 LB. ABC TYPE PORTABLE FIRE EXTINGUISHER
(Symbol)	400 LB. ABC TYPE PORTABLE FIRE EXTINGUISHER
(Symbol)	500 LB. ABC TYPE PORTABLE FIRE EXTINGUISHER
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(Symbol)	1000 LB. ABC TYPE PORTABLE FIRE EXTINGUISHER

**APPLICABLE CODES**

(Symbol)	STANDARD BUILDING CODE, 1974
(Symbol)	STANDARD FIRE ALARM CODE, 1964
(Symbol)	STANDARD MECHANICAL CODE, 1964
(Symbol)	NATIONAL ELECTRICAL CODE (NEC) PART III, 1976
(Symbol)	NATIONAL FIRE SAFETY CODE, 1974
(Symbol)	FEDERAL ACCESSIBILITY GUIDELINES FOR BUILDINGS, 1968 (ADA)

**LIFE SAFETY CALC. LEGEND**

(Symbol)	OC 1
(Symbol)	OC 2
(Symbol)	OC 3
(Symbol)	OC 4
(Symbol)	OC 5
(Symbol)	OC 6
(Symbol)	OC 7
(Symbol)	OC 8
(Symbol)	OC 9
(Symbol)	OC 10
(Symbol)	OC 11
(Symbol)	OC 12
(Symbol)	OC 13
(Symbol)	OC 14
(Symbol)	OC 15
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(Symbol)	OC 95
(Symbol)	OC 96
(Symbol)	OC 97
(Symbol)	OC 98
(Symbol)	OC 99
(Symbol)	OC 100

**CODE REQUIREMENTS, LIFE SAFETY CODE AND STANDARD BUILDING CODE**

PROVISION	1974 IBC	1974 IBC	STANDARD BUILDING CODE
EXITWAYS	1010	1010	1010
EXITWAY WIDTH	44	44	44
EXITWAY DOOR	1011	1011	1011
EXITWAY SIGNAGE	1012	1012	1012
EXITWAY LIGHTING	1013	1013	1013
EXITWAY SMOKE DETECTION	1014	1014	1014
EXITWAY SPRINKLER	1015	1015	1015
EXITWAY STAIRS	1016	1016	1016
EXITWAY ELEVATORS	1017	1017	1017
EXITWAY ESCALATORS	1018	1018	1018
EXITWAY MEANS OF EGRESS	1019	1019	1019
EXITWAY STAIRS	1020	1020	1020
EXITWAY ELEVATORS	1021	1021	1021
EXITWAY ESCALATORS	1022	1022	1022
EXITWAY MEANS OF EGRESS	1023	1023	1023
EXITWAY STAIRS	1024	1024	1024
EXITWAY ELEVATORS	1025	1025	1025
EXITWAY ESCALATORS	1026	1026	1026
EXITWAY MEANS OF EGRESS	1027	1027	1027
EXITWAY STAIRS	1028	1028	1028
EXITWAY ELEVATORS	1029	1029	1029
EXITWAY ESCALATORS	1030	1030	1030
EXITWAY MEANS OF EGRESS	1031	1031	1031
EXITWAY STAIRS	1032	1032	1032
EXITWAY ELEVATORS	1033	1033	1033
EXITWAY ESCALATORS	1034	1034	1034
EXITWAY MEANS OF EGRESS	1035	1035	1035
EXITWAY STAIRS	1036	1036	1036
EXITWAY ELEVATORS	1037	1037	1037
EXITWAY ESCALATORS	1038	1038	1038
EXITWAY MEANS OF EGRESS	1039	1039	1039
EXITWAY STAIRS	1040	1040	1040
EXITWAY ELEVATORS	1041	1041	1041
EXITWAY ESCALATORS	1042	1042	1042
EXITWAY MEANS OF EGRESS	1043	1043	1043
EXITWAY STAIRS	1044	1044	1044
EXITWAY ELEVATORS	1045	1045	1045
EXITWAY ESCALATORS	1046	1046	1046
EXITWAY MEANS OF EGRESS	1047	1047	1047
EXITWAY STAIRS	1048	1048	1048
EXITWAY ELEVATORS	1049	1049	1049
EXITWAY ESCALATORS	1050	1050	1050

MAIN FLOOR LIFE SAFETY PLAN  
 SCALE: 1/8" = 1'-0"

SCALE: 1/8" = 1'-0"

**EXHIBIT**  
tabbles®  
    B    



# Augusta

## \$35,448

AGE RANGE: 2-12 YEARS

CHILD CAPACITY: 69-79

FALL HEIGHT: 84"

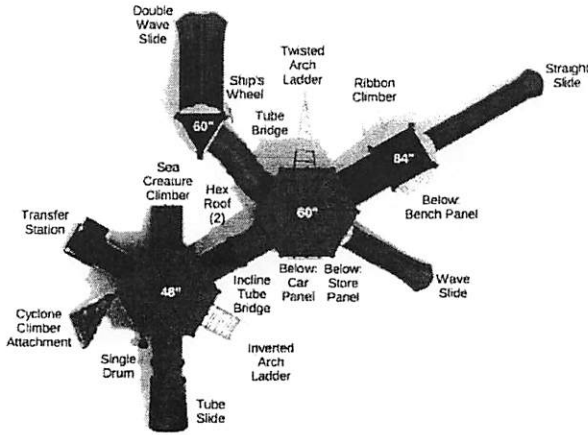
SAFETY ZONE: 46'6" x 51'5"



Discover a mystical, gem-toned sea castle fit for a ship of tiny heroes and heroines: the Augusta. With a vibrant color palette and four amazing decks, the Augusta design is a sprawling maze of crawl tubes, slides, and climbers that will entertain kids for hours. It features four types of slides: a Double Slide, Straight Slide, Wave Slide, and a Straight Tube Slide. And it also has a beautiful blue roofline, an Inverted Arch Climber, a Double Loop Climber, a Twisted Ladder Climber, an Arch Panel Climber, and a Twisted Rock Wall Climber for kids who love to scale and swing. Augusta includes fun ground-level elements to engage kids of all ability levels, like the pretend-play Car Panel, Storefront Panel, and Ship's Wheel. Kids can rest awhile and take in the action with the Bench Panel, and they'll need it. Trust us: your kids will want to play on Augusta all day.

ITEM	PRICE
AUGUSTA	\$26,375.00
BORDERS 50 AT \$26/EACH	\$1,300.00
EWf MULCH	\$3,800.00
FREIGHT	\$3,450.00
INSTALLATION	\$10,600.00
<b>TOTAL</b>	<b>\$45,525.00</b>

Page 2



The above information is for estimate and project planning purposes only. Applicable taxes, if any, have not been applied to the estimate.

Please contact us with any questions  
[Ryan@gulfcoastrecreation.com](mailto:Ryan@gulfcoastrecreation.com)  
 1-833-PLAY-FUN



## EXHIBIT C

### Insurance Requirements

As used in this section of this Agreement, the term City shall mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

#### WORKER'S COMPENSATION

The YMCA shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations required by law. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least **\$100,000** each person -accident, **\$100,000** each person - disease, **\$500,000** aggregate - disease.

#### COMMERCIAL GENERAL, AUTOMOBILE AND UMBRELLA LIABILITY COVERAGES

The YMCA shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability policy filed by the Insurance Services Office. The City shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Agreement. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of **\$1,000,000** per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the YMCA agrees to have such limits of **\$1,000,000** per occurrence, reinstated under the policy.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, contractual liability, and independent contractors. This policy must be endorsed to include coverage for Abuse/Molestation. Fire Legal Liability must be provided with minimum limits of **\$100,000** per occurrence. The coverage shall be written on occurrence-type basis.

Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles.

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

## BUILDER'S RISK COVERAGE

The YMCA shall cause its contractor to obtain builder's risk insurance for any property improvements undertaken by the YMCA. Coverage shall be on an Inland Marine "All-Risk" type form which includes collapse coverage for any improvements while being constructed on the Property.

The Amount of Insurance is to be 100% of the completed value of the work. The policy must be specifically endorsed to eliminate any "Occupancy" clause or similar warranty or representation that the premises in the course of construction shall not be occupied or used without specific endorsement of the policy.

The City shall be listed as Additional Insured by endorsement on the policy and if required by the City, a copy of the policy shall be supplied to the City. The policy shall contain a "Waiver of Subrogation" clause in favor of the City, any subsidiaries or affiliates, its elected and appointed officials, employees, volunteers, representatives, and agents.

## CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance that provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. The City of Pensacola shall be named on each Certificate as an Additional Insured and this Agreement shall be listed. If required by the City, the YMCA shall furnish copies of the YMCA's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The YMCA shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the YMCA shall, upon instructions of the City, cease all operations under the Agreement until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521

## INSURANCE OF THE YMCA PRIMARY

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



will be considered primary as relates to all provisions of the Agreement.

LOSS CONTROL AND SAFETY

The YMCA shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the YMCA shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the YMCA for the protection of all persons, including employees, and property. The YMCA shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

Attachment 2 - Vickrey Center Floor Plan

