



City of Pensacola

Agenda Conference

Agenda

Monday, September 9, 2019, 3:30 PM

Hagler-Mason Conference Room,
2nd Floor

IMMEDIATELY FOLLOWING 3:30 CRA MEETING

ROLL CALL

PRESENTATION ITEMS

REVIEW OF CONSENT AGENDA ITEMS

1. [19-00404](#) INTERLOCAL AGREEMENT FOR THE ACCEPTANCE AND PROCESSING OF SOURCE SEPARATED RECYCLABLES
Recommendation: That City Council approve an Interlocal Agreement for the Acceptance and processing of Source Separated Recyclables with Emerald Coast Utilities Authority. Further, that City Council authorize the Mayor to take all action necessary to execute an agreement.
Sponsors: Grover C. Robinson, IV
Attachments: [Interlocal Agreement for the Acceptance and Processing of Source Separate EXHIBIT "A" - Calculation of Average Market Value \(AMV\) of Source Sepa Table" A-1" 2019 AMV per ton for the SSR](#)
[Table "A-2" 2019 City of Pensacola AMV](#)
2. [19-00405](#) LICENSE AGREEMENT - DAILY CONVO, LLC
Recommendation: That City Council approve the License Agreement with Daily Convo, LLC for the improvements in connection with the Southtowne Development
Sponsors: Grover C. Robinson, IV
Attachments: [License Agreement - Daily Convo, LLC](#)

3. [19-00417](#) FISCAL YEAR 2020 COMMUNITY POLICING INTERLOCAL AGREEMENT

Recommendation: That the City Council approve an Interlocal Agreement between the City of Pensacola and the Community Redevelopment Agency (CRA) for the purpose of providing Community Policing Innovations within the Urban Core Community Redevelopment Area of the CRA for Fiscal Year 2020 in an amount not to exceed \$100,000.

Sponsors: Jewel Cannada-Wynn

Attachments: [CRA- ILA Community Policing](#)

4. [19-00419](#) TWO-WAY CONVERSION OF MARTIN LUTHER KING JR. DRIVE-ALCANIZ STREET AND DAVIS HIGHWAY

Recommendation: That the City Council request the Florida-Alabama Transportation Planning Organization (TPO) and Florida Department of Transportation (FDOT) return Davis Highway and Dr. Martin Luther King, Jr. Drive-Alcaniz Street to two-way streets and take all actions necessary to complete the conversion as a priority project.

Sponsors: Jewel Cannada-Wynn

REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

5. [19-00312](#) PUBLIC HEARING: PROPOSED AMENDMENT TO THE CODE OF THE CITY OF PENSACOLA - LAND DEVELOPMENT CODE, SECTION 12-12-5 - BUILDING PERMITS - TO INCLUDE HISTORIC BUILDING DEMOLITION REVIEW

Recommendation: That City Council conduct a public hearing on September 12, 2019 to consider an amendment to the Code of the City of Pensacola, Land Development Code Section 12-12-5 - Building Permits - to include Historic Building Demolition Review

Sponsors: Ann Hill

Attachments: [Proposed Ordinance No. 24-19 - Revised](#)
 [February 12, 2019 Planning Board Minutes](#)

6. [24-19](#) PROPOSED ORDINANCE NO. 24-19 - AMENDING THE CODE OF THE CITY OF PENSACOLA, LAND DEVELOPMENT CODE, SECTION 12-12-5 - BUILDING PERMITS; PROVIDING FOR HISTORIC DEMOLITION REVIEW

Recommendation: That City Council approve Proposed Ordinance No. 24-19 on first reading:

AN ORDINANCE AMENDING SECTION 12-12-5 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; CREATING SUBSECTION 12-12-5(E) ESTABLISHING A PROCESS FOR THE REVIEW OF REQUESTS TO DEMOLISH BUILDINGS OF HISTORICAL, ARCHITECTURAL, CULTURAL OR URBAN DESIGN VALUE TO THE CITY; PROVIDING DEFINITIONS; PROVIDING ARCHITECTURAL REVIEW BOARD CRITERIA AND PROCEDURES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Ann Hill

Attachments: [Proposed Ord 24-19 - Revised -- Historic Demolition Review - revised 8-23-](#)

7. [19-00418](#) PITT SLIP AMENDED AND RESTATED LEASE

Recommendation: That City Council approve the Amended and Restated Lease Agreement requested by Seville Harbour, Inc. (f/k/a South Florida Marine Investors, Inc.). Further that City Council authorize the Mayor to take all necessary actions to execute the Amended and Restated Lease Agreement.

Sponsors: Grover C. Robinson, IV

Attachments: [Amended and Restated Lease](#)

8. [25-19](#) PROPOSED ORDINANCE NO. 25-19, REPEALING SECTION 12-13-4 OF THE LAND DEVELOPMENT CODE; ABOLISHING THE GATEWAY REVIEW BOARD; AMENDING SECTION 12-13-2, TRANSFERRING FUNCTIONS TO THE PLANNING BOARD AND CONFORMING REFERENCES WITHIN THE CODE.

Recommendation: That City Council approved Proposed Ordinance No. 25-19 on first reading:

AN ORDINANCE REPEALING SECTION 12-13-4, OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ABOLISHING THE GATEWAY REVIEW BOARD; AMENDING SECTION 12-13-2, TRANSFERRING FUNCTIONS OF THE GATEWAY REVIEW BOARD TO THE PLANNING BOARD; CONFORMING REFERENCES WITHIN THE CODE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Andy Terhaar

Attachments: [Proposed Ord 25-19 - Gateway Review District \(1\)](#)

9. [27-19](#) PROPOSED ORDINANCE NO. 27-19, AMENDMENT TO SECTION 10-4-19 - SCHEDULE OF GAS RATES AND CHARGES

Recommendation: That City Council approve Proposed Ordinance No. 27-19 on first reading.

AN ORDINANCE AMENDING SECTION 10-4-19 OF THE CODE OF THE CITY OF PENSACOLA ENTITLED: "SCHEDULE OF RATES AND CHARGES"; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

Sponsors: Grover C. Robinson, IV

Attachments: [Proposed Ordinance 27-19](#)
 [Ordinance Rates Section 10-4-19 091219 BlackLine](#)

10. [28-19](#) PROPOSED ORDINANCE NO. 28-19 - AMENDMENT TO CITY CODE
SECTION 4-3-97 - SANITATION COLLECTION FEE AND EQUIPMENT
SURCHARGE.

Recommendation: That City Council approve Proposed Ordinance No. 28-19 on first reading.

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

Sponsors: Grover C. Robinson, IV

Attachments: [Proposed Ordinance No. 28-19](#)

11. [29-19](#) PROPOSED ORDINANCE NO. 29-19 REPEALING AND REPLACING
ORDINANCE NO. 10-19 AUTHORIZING A SPECIAL ASSESSMENT
UPON HOSPITAL PROPERTY TO GENERATE FUNDS FOR INDIGENT
HEALTH CARE

Recommendation: That City Council approve Proposed Ordinance No. 29-19 on first reading.

AN ORDINANCE RELATING TO FUNDING FOR THE PROVISION OF INDIGENT CARE SERVICES BY HOSPITALS LOCATED WITHIN THE CITY OF PENSACOLA; PROVIDING A SPECIAL NON-AD VALOREM ASSESSMENT AGAINST THE PROPERTY OF SUCH HOSPITALS FOR THE PURPOSE OF INCREASING FUNDING AVAILABLE FOR THE PROVISION OF SUCH SERVICES; PROVIDING DEFINITIONS; PROVIDING PROCEDURES FOR THE IMPLEMENTATION AND COLLECTION OF SPECIAL ASSESSMENTS CONFORMING TO THE REQUIREMENTS OF LAW; PROVIDING FOR SEVERABILITY; REPEALING AND REPLACING ORDINANCE NO. 10-19; AND PROVIDING AN EFFECTIVE DATE.

Further, that Council authorize the Mayor to take all actions necessary to ensure the implementation and administration of the objectives of the ordinance, including, but not limited to, entering into any needed agreements with hospitals, the Agency for Health Care Administration (AHCA), or other governmental entities.

Sponsors: Grover C. Robinson, IV

Attachments: [Proposed Ordinance No. 29-19](#)

12. [2019-44](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2019-44 - AMENDING
THE FISCAL YEAR 2019 BUDGET FOR THE DOWNTOWN
IMPROVEMENT BOARD

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2019-44

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

Sponsors: Grover C. Robinson, IV

Attachments: [Supplemental Budget Resolution No. 2019-44](#)
[Supplemental Budget Explanation No. 2019-44](#)

13. [2019-48](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2019-48 - AMENDING
THE FISCAL YEAR 2019 BUDGET

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2019-48.

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

Sponsors: Grover C. Robinson, IV

Attachments: [Supplemental Budget Resolution No. 2019-48](#)
[Supplemental Budget Explanation No. 2019-48](#)

14. [26-19](#) PROPOSED ORDINANCE NO. 26-19 CREATING SECTION 7-12 OF THE CODE OF THE CITY OF PENSACOLA - DOCKLESS SHARED MICROMOBILITY DEVICES PILOT PROGRAM ORDINANCE

Recommendation: That City Council adopt Proposed Ordinance No. 26-19 on second reading.

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA CREATING CHAPTER 7-12 OF THE CODE OF THE CITY OF PENSACOLA TO REGULATE A DOCKLESS SHARED MICROMOBILITY DEVICE PILOT PROGRAM; PROVIDING FOR PURPOSE AND APPLICABILITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR A PILOT PROGRAM FOR SHARED MICROMOBILITY DEVICES ON PUBLIC RIGHTS-OF-WAYS; PROVIDING FOR THE VENDORS' RESPONSIBILITIES AND OBLIGATIONS IN OPERATING A SHARED MICROMOBILITY DEVICE SYSTEM; PROVIDING FOR SHARED MICROMOBILITY DEVICE SPECIFICATIONS; PROVIDING FOR THE OPERATION AND PARKING OF A SHARED MICROMOBILITY DEVICE; PROVIDING FOR IMPOUNDMENT OR REMOVAL OR RELOCATION BY THE CITY; PROVIDING FOR ENFORCEMENT, FEES AND PENALTIES; PROVIDING AN APPEAL PROCESS; PROVIDING FOR INDEMNIFICATION AND INSURANCE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Proposed Ordinance No. 26-19](#)
 [MicroMobility Map Proposed Franchise and Excluded Areas](#)
 [REVISED CLEAN VERSION: PASSED ON 1ST READING](#)
 [REVISED STRIKE THROUGH & UNDERLINE: 1ST READING](#)

FOR DISCUSSION

15. [19-00391](#) QUARTERLY FINANCIAL REPORT - NINE MONTHS ENDING JUNE 30, 2019 (UNAUDITED) - CHIEF FINANCIAL OFFICER RICHARD BARKER, JR.

Sponsors: Grover C. Robinson, IV

Attachments: [Financial Report - Nine Months Ending June 30, 2019 \(Unaudited\)](#)
 [Financial Report Presentation - Nine Months Ending June 30, 2019 \(Unaud.](#)

INFORMATIONAL ITEMS

CONSIDERATION OF ANY ADD-ON ITEMS

READING OF ITEMS FOR COUNCIL AGENDA**COMMUNICATIONS**

City Administrator's Communication

City Attorney's Communication

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

City Council Communication

ADJOURNMENT

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 19-00404

City Council

9/12/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

INTERLOCAL AGREEMENT FOR THE ACCEPTANCE AND PROCESSING OF SOURCE SEPARATED RECYCLABLES

RECOMMENDATION:

That City Council approve an Interlocal Agreement for the Acceptance and processing of Source Separated Recyclables with Emerald Coast Utilities Authority. Further, that City Council authorize the Mayor to take all action necessary to execute an agreement.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City's Sanitation Services Department began a city-wide recycling program in fiscal year 2009. By converting twice a week garbage collection to once-per-week garbage collection and once-per-week recyclable material collection, customers receive the same level of service at no additional cost.

In order for the City to continue to offer a recyclable collection service, it must have an agreement for recyclable processing service. At present, Emerald Coast Utilities Authority (ECUA) operates the only Municipal Recycling Facility (MRF) in our region that is capable of processing the recyclable material collected by Sanitation Services. The proposed Interlocal Agreement clarifies the terms and conditions under which the City may deliver its collected recyclables to the ECUA MRF.

The market for recyclable materials fluctuates greatly. Costs associated with processing the recyclable materials collected by Sanitation Services will be based on the Average Market Value (AMV) per ton of recyclables.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Costs associated with processing the recyclable materials collected by Sanitation Services will be based on the AMV.

CITY ATTORNEY REVIEW: Yes

8/28/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
John Pittman, Director of Sanitation Services & Fleet Management

ATTACHMENTS:

- 1) Interlocal Agreement for the Acceptance and Processing of Source Separated Recyclables
- 2) EXHIBIT "A" - Calculation of Average Market Value (AMV) of Source Separated Recyclables (SSR)
- 3) Table "A-1" 2019 AMV per ton for the SSR
- 4) Table "A-2" 2019 City of Pensacola AMV

PRESENTATION: No

INTERLOCAL AGREEMENT FOR THE ACCEPTANCE AND PROCESSING
OF SOURCE SEPARATED RECYCLABLES

This Interlocal Agreement for the Acceptance and Processing of Source Separated Recyclables (hereinafter “Agreement”) is made and entered into as of this ____ day of _____, 2019, by and between the Emerald Coast Utilities Authority, a local governmental body, corporate and politic, which was formed by the Florida Legislature as an independent special district (hereinafter “ECUA”) with administrative offices located at 9255 Sturdevant Street, Pensacola, Florida 32514, and the City of Pensacola, Florida, a municipal corporation of the State of Florida (hereinafter “City”), with administrative offices located at 222 West Main Street, Pensacola, Florida 32502 (each at times also being referred to as a “Party” or collectively as “Parties”).

W I T N E S S E T H:

WHEREAS, the City Council of the City of Pensacola and ECUA are authorized by Section 163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, Source Separated Recyclables are collected in the City of Pensacola through a curbside recycling collection program operated by the City; and

WHEREAS, the Source Separated Recyclables collected in the City of Pensacola must be processed and sorted into separate commodities so as to facilitate their resale so that the Recyclable Materials may be recycled and put to beneficial use; and

WHEREAS, ECUA has a Municipal Recycling Facility (MRF) which is capable of processing Source Separated Recyclables; and

WHEREAS, the City would like to deliver all of the Source Separated Recyclables collected by the City in its curbside recycling program to the ECUA MRF so that the Source Separated Recyclables may be processed, segregated into recyclable commodities, and put to beneficial use; and

WHEREAS, the Parties desire to clarify the terms and conditions under which the City may deliver and the ECUA MRF may accept Source Separated Recyclables collected by the City.

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Recitals. The recitals contained in the preamble to this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Definitions. As used in this Agreement the following terms shall have the following meanings:

2.1 Applicable Law -- shall mean all applicable federal, state and local statutes, codes, ordinances and standards and all applicable rules, regulations, licenses, permits, registrations, approvals, decisions, authorizations, judgments, orders, writs, decrees, directives or other action adopted, issued or taken by a governmental authority.

2.2 Construction and Demolition Waste or C&D Waste -- shall mean waste building materials, packaging and rubble resulting from construction, remodeling, repair, or demolition operations on houses, commercial buildings, and other structures, or as otherwise defined from time to time. Such wastes include, but are not limited to, concrete and paving debris, masonry materials, sheet rock, roofing waste, insulation (not including asbestos or asbestos containing materials), scrap metal, wood products, and other similar materials (not including asbestos or asbestos containing materials).

2.3 ECUA MRF -- shall refer to the Municipal Recycling Facility designed and constructed by ECUA which is located at the Perdido Landfill at 13009 Beulah Road, Cantonment, Florida 32533.

2.4 Effective Date -- shall mean _____, 2019, and the first day on or after that date on which the City collects Source Separated Recyclables and the ECUA MRF is operating shall be the date the ECUA MRF begins accepting Source Separated Recyclables delivered to it from the City.

2.5 Garbage -- shall mean any putrescible animal and/or vegetative waste resulting from the handling, preparation, cooking and consumption of food, including, but not limited to, waste from markets, storage facilities, handling and sale of

produce and other food products and further includes the packaging materials and containers, but excepting such materials that may be serviced by garbage grinders and handled as household sewage.

2.6 Hazardous Waste -- shall mean (a) any waste which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as may be amended from time to time, including: (i) the Resource Conservation and Recovery Act of 1976 ("RCRA") and the regulations contained in 40 CFR Parts 260-281, (ii) the Toxic Substances Control Act (15 U.S.C. Sections 2601 et seq.) and the regulations contained in 40 CFR Parts 761-766, and (iii) future additional or substitute federal, state or local laws pertaining to the identification, treatment, storage, or disposal of toxic substances, or hazardous wastes; (b) radioactive materials, which are source, special nuclear, or by-product materials, as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 et seq.) and the regulations contained in 10 CFR Part 40; (c) a chemical listed by the United States Environmental Protection Agency in accordance with Section 302(a) or Section 313(c) of the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. § § 11002(a), 110239(c) (Supp. 1993), in each case as the same may be amended, replaced, or superseded; (d) a material or substance which may endanger health or safety, including any material or substance or combination of materials or substances which are explosive, volatile, radioactive, toxic, corrosive, flammable, reactive, an irritant or a strong sensitizer, or which generate pressure through decomposition, heat or other means if such materials or substances may cause injury, illness or harm to humans, domestic animals, livestock or wildlife; (e) a material falling within the definition of Fla. Stat. § 403.703(13); or (f) a material or substance that is treated as a hazardous or toxic waste, substance, or material by any Applicable Law or is otherwise prohibited from being deposited in a municipal solid waste processing facility under Applicable Law. Household Hazardous Waste contained in SSR shall not be considered Hazardous Waste for purposes of this Agreement and shall be accepted at the Facility if such acceptance is in compliance with the requirements of RCRA and the requirements of the MRF. With regard to materials

or substances which are not Hazardous Waste as of the Effective Date, if any Applicable Law is subsequently enacted or amended or any governmental authority thereafter determines that such material or substance is a hazardous or toxic waste, substance or material, then such material or substance shall be considered Hazardous Waste for the purposes of this Agreement from and after the effective date of such enactment or amendment of Applicable Law or governmental authority determination.

2.7 Municipal Solid Waste or MSW -- shall mean Garbage, household waste, and commercial solid waste; provided that for the purposes of this Agreement, Municipal Solid Waste shall not include Source Separated Recyclables, C&D Waste, Hazardous Waste, Special Handling Waste, Unacceptable Waste, or scrap tires.

2.8 Perdido Landfill -- shall mean the landfill currently operated by Escambia County, Florida which is located at 13009 Beulah Road, Cantonment, Florida 32533.

2.9 Prohibited Materials -- shall mean Municipal Solid Waste, C&D Waste, Hazardous Waste, Special Handling Waste, Unacceptable Waste, Yard Waste, scrap tires and any other solid waste or material of any kind that the ECUA MRF is prohibited from accepting pursuant to agreement, Applicable Law, or operational constraints.

2.10 Recyclables or Recyclable Materials -- shall mean various recyclable products and packaging designated by ECUA to be accepted at the MRF for processing, including various types of paper (including but not limited to newspaper, junk mail, magazines, office paper, cardboard and paperboard packaging), containers (including but not limited to glass bottles and jars, aluminum and steel cans, and #1 - #7 plastics), and mixed ferrous and non-ferrous metals. The terms Recyclables and Recyclable Materials shall not include Municipal Solid Waste, Construction and Demolition Waste, Hazardous Waste, Special Handling Waste, Unacceptable Waste, styrofoam, or scrap tires. The list of Recyclables may be expanded or contracted from time to time as determined by ECUA and the operator of the ECUA MRF, if any.

2.11 Rejects -- shall refer to materials collected along with the Recyclable Materials that are not designated by ECUA to be accepted at the MRF for processing.

2.12 Residue -- shall refer to Rejects and Recyclable Materials that are accepted by the operator of the ECUA MRF, processed at the MRF, and not converted to Recovered Materials due to breakage and/or transportation or processing limitations or inefficiencies.

2.13 Shutdown -- shall refer to those times in which the operator of the ECUA MRF is unable to receive Source Separated Recyclables for any reason except Force Majeure.

2.14 Source Separated Recyclables or SSR -- shall refer to Recyclables which (a) have been diverted or removed from the Municipal Solid Waste prior to collection, (b) are not C&D Waste, Hazardous Waste, Special Handling Waste, Yard Waste, Unacceptable Waste or scrap tires, (c) are not Municipal Solid Waste, and (d) the ECUA MRF is not prohibited from accepting and/or Processing under Applicable Law. The Parties acknowledge, however, that incidental amounts of Rejects may be collected and delivered with Source Separated Recyclables as a normal part of a recycling collection program.

2.15 Special Handling Waste -- shall mean any waste or other material that requires the delivery and disposal to be supervised by a government authority, including confiscated drugs and records of a police department or similar governmental authority.

2.16 This paragraph is intentionally left blank.

2.17 Unacceptable Waste -- shall mean (a) Hazardous Waste, explosives and ordinance materials, pathological wastes, radioactive materials, lead acid batteries, sewage sludge, highly flammable substances, cesspool or other human wastes, human and animal remains, motor vehicles, farm or other large machinery, construction materials and demolition debris and hazardous refuse addressed by regulations adopted by the United States Environmental Protection Agency ("EPA") pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or other federal or state statutes, such as, but not limited to, cleaning fluids, hazardous paints, acids, caustics, poisons, radioactive materials, fine powdery earth used to filter cleaning fluid; (b) unless

consented to by ECUA, any item of waste exceeding six feet in any one of its dimensions or being in whole or in part a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion; (c) all large household appliances, commonly referred to as “white goods” including refrigerators, stoves, washing machines, drying machines and water heaters; (d) any controlled substances regulated under the Controlled Substances Act, 21 USA 801 et seq., or any equivalent state law; (e) small appliances containing chlorofluorocarbons (CFCs) including air conditioners, water coolers, and dehumidifiers; (f) cathode ray tubes; and (g) all other items of waste which pose a substantial threat to health or safety or the acceptance and disposal of which will cause substantial damage to, or adversely affect the continuous operation of the MRF or be in violation of any Applicable Law. Any substance or material which is determined by the EPA or any other Governmental authority subsequent to the Effective Date hereof to be hazardous, toxic, dangerous, harmful, or otherwise designated as a “waste ban,” shall, at the time of such determination, be considered Unacceptable Waste.

2.18 Yard Waste -- shall refer to vegetative matter resulting from landscaping maintenance and land clearing operations and includes associated rocks and soils.

3. Term. The initial term of this Agreement shall begin on the Effective Date, as defined in paragraph 2.4, above, and end on September 30, 2021. Provided, however, that the Parties may extend the term of this Agreement upon mutual written agreement.

4. Delivery and Acceptance of Source Separated Recyclables.

a. Delivery of Source Separated Recyclables to ECUA. Beginning on the Effective Date and throughout the term of this Agreement, the City will deliver, to the ECUA MRF, all SSR collected within the City of Pensacola.¹

b. Right to Reject Loads Containing Excess Rejects. In the event that

¹The ECUA MRF shall only be obligated to receive SSR at those times and on those days in which the ECUA MRF is operating, receiving SSR, and not Shutdown.

SSR delivered to the ECUA MRF contains Rejects in excess of twenty-five percent (25%) by weight, the entire load may be rejected by the operator of the ECUA MRF. In the event that such a rejection occurs, the City shall be liable for a processing fee of \$250 per load plus the disposal costs attributable to that entire rejected load at the Perdido Landfill, at the rates established by Escambia County which are then in effect.² Moreover, in the event that the City's SSR has excess Reject contamination on three separate loads within a thirty (30) day calendar period, the ECUA Executive Director or his designee, in his sole discretion, may terminate this Agreement and disqualify the City from further deliveries. In an effort to avoid such a termination, however, ECUA shall comply with an escalating reporting requirement for the rejection of loads because of excess contamination, as follows: (1) for the first such rejection within a thirty (30) day period, ECUA shall both e-mail and telephone the City Director of Sanitation Services the day the rejection recurs; (2) for the second such rejection within a thirty (30) day period, ECUA shall both e-mail and telephone the City Administrator the day the rejection occurred; and (3) for the third such rejection within a thirty (30) day period, ECUA shall both e-mail and telephone the Mayor.

c. Compensation/Charges to City. The City shall be compensated/charged monthly for each ton of SSR processed at the ECUA MRF, in accordance with paragraph 6 of this Agreement, below.

5. Disposal of Residue. The Parties acknowledge and understand that each load of SSR may contain Garbage, Unacceptable Waste, or other Rejects which cannot be recycled and put to beneficial use (collectively hereafter referred to as Residue). Because the SSR received from the City of Pensacola will likely be commingled with SSR generated from other jurisdictions, the Parties acknowledge and understand that it is impossible to therefore segregate the Residue by each entity. Accordingly, all such Residue shall be disposed of at the Perdido Landfill at no charge to the City.

²In the event some or all of the load cannot be lawfully disposed of at the Perdido Landfill, City shall be liable for all disposal costs associated with the disposal selected by the operator of the ECUA MRF.

6. Compensation/Charges for Delivered Recyclables. The Parties acknowledge and understand that the market for various Recyclable Materials fluctuates greatly based upon various market conditions. In order to reflect that reality, and make this Agreement viable and mutually beneficial, the Parties agree that the City shall be either compensated or charged for the SSR processed at the ECUA MRF in accordance with the document attached hereto as Exhibit A, which is hereby incorporated by reference as if fully set forth herein, based upon weights measured at the scale house operated by Escambia County at the Perdido Landfill.

7. Billing. ECUA shall send a bill to the City within fifteen (15) days of the end of each month of the calendar year which reflects all charges and credits due to the Parties pursuant to paragraph 6, above. All charges and/or credits shall be paid by the respective Party within forty-five (45) days of the end of each month of the calendar year.

8. Compliance with Law and Procedures. ECUA and the City shall perform their respective obligations under this Agreement in compliance with all Applicable Law. The City shall transport and handle SSR in its control in a safe and workmanlike manner and in full compliance with Applicable Law. ECUA shall further endeavor to maintain throughout the term of this Agreement, all permits, licenses, certificates, and approvals required by Applicable Law for the operation of the ECUA MRF.

9. Staffing at the ECUA MRF. The Parties understand that the ECUA MRF may be operated by either a third party selected by ECUA or by ECUA staff, in ECUA's sole discretion.

10. Title to Source Separated Recyclables. Upon acceptance of a load of SSR (as opposed to a rejection in accordance with paragraph 4.b, above), title to the SSR shall vest with the operator of the ECUA MRF.

11. City's Obligation to Require the Source Separation of Recyclables; Delivery of said SSR; and Tonnage Limit.

a. Collection and Delivery Requirements. The City presently provides for the collection of residential solid waste within its jurisdiction and offers curbside collection of Source Separated Recyclables. The City agrees to keep the

curbside collection of Source Separated Recyclables in place throughout the term of this Agreement and any extensions thereof. Additionally, the City will haul all SSR that is collected to the ECUA MRF. It is thus the Parties' intent that all SSR controlled and collected by the City will be delivered to the ECUA MRF. However, if prior to delivery to the ECUA MRF the City reasonably identifies one or more loads of SSR to contain excess contamination, as defined in paragraph 4.b, above, the City shall not be in breach of this Agreement by delivering such contaminated load/s directly to the Perdido Landfill for disposal. Should the City exercise this option, it shall endeavor to educate the public and take such actions it deems necessary or appropriate to improve the quality of its SSR.

b. **Tonnage Limit.** The Parties anticipate approximately 2,500 tons of SSR are generated and collected within the jurisdiction of the City per year. Despite the requirements in paragraphs 4.a and 11.a above that all SSR be delivered to ECUA, the City is limited to delivering 3,000 tons of SSR per year, absent subsequent written agreement between the Parties pursuant to the notice provisions set forth in paragraph 13, below.

12. **Events of Default.** A Party shall be in default of this Agreement only upon the expiration of thirty (30) days (ten (10) days in the event of failure to pay money) from receipt of written notice of default from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to the expiration of said thirty (30) days (ten (10) days in the event of failure to pay money), has rectified the particulars specified in said notice of default; provided, however, that such Party shall not be deemed to be in default if such failure (except a failure to pay money) cannot be rectified within said thirty (30) day period and such Party is using good faith and commercially reasonable and diligent efforts to rectify the particulars specified in the notice of default.

13. **Notices.** All notices called for under this Agreement, other than those called for under paragraph 4.b, above, shall be made in writing and delivered by hand, certified mail with return receipt, or overnight courier, as follows:

To City of Pensacola:

Keith Wilkins, Deputy City Administrator

City of Pensacola
222 West Main Street
Pensacola, FL 32502
E-mail: kwilkins@cityofpensacola.com
Telephone: (850) 435-1696

With a copy to:

John Pittman, Sanitation Services/Fleet Management Director
City of Pensacola
100 West Leonard Street
Pensacola, Florida 32501
E-mail: jpittman@cityofpensacola.com
Telephone: (850) 435-1894

To ECUA:

Randy Rudd
Deputy Executive Director of Shared Services
Emerald Coast Utilities Authority
9255 Sturdevant Street
Pensacola, Florida 32514

14. Force Majeure. In the event that performance by the Parties of any of its obligations under this Agreement shall be interrupted, delayed, or prevented by any occurrence not occasioned by the conduct of such Party, whether such occurrence be an act of God or any other occurrence whatsoever beyond the reasonable control of such Party, including a change in environmental law or regulation rendering performance impractical or impossible, then such Party shall be excused from such performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof, or until such performance is no longer impractical or impossible.

15. ECUA's Right to Refuse to Accept SSR and Parties Right to Cancel for Convenience. Notwithstanding the provisions of paragraph 4, above, in the event that the operator of the ECUA MRF declares a Shutdown, ECUA and the ECUA MRF shall be under no obligation to accept any SSR from the City through the duration of that Shutdown. Additionally, in the event of a Shutdown, the City may dispose of its SSR as it deems fit for the duration of that Shutdown, and the City is not obligated to reimburse ECUA and/or the operator of the ECUA MRF, if any, for lost revenue associated

therewith. Moreover, in the absence of a Shutdown, ECUA, acting through its Executive Director, may cancel this Agreement for convenience on one week's written notice notwithstanding the provisions of paragraph 3 above.

16. Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party shall give written notice of the alleged violation of Chapter 119 and seven (7) calendar days to cure the alleged violation. If the alleged violation has not been cured at the end of that time period, then the party giving such notice may terminate this Agreement for cause. ECUA further agrees to:

a. Keep and maintain public records required by the City to perform services under this Agreement.

b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law during the term of this Agreement and following completion of the Agreement if ECUA does not transfer the records to the City.

d. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of ECUA or keep and maintain public records required by the City to perform the services under this Agreement. If ECUA transfers all public records to the City upon completion of the Agreement, ECUA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ECUA keeps and maintains public records upon completion of the Agreement, ECUA shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information

technology systems of the City.

IF ECUA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO ECUA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY CLERK, 222 WEST MAIN STREET, PENSACOLA, FLORIDA 32502, PHONE: (850) 435-1715, publicrecords@cityofpensacola.com.

17. Assignment. This Agreement or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by any Party, without the prior written consent of all other Parties.

18. Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

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

20. Dispute Resolution. The Parties agree that in the event of any dispute or claim relating to, arising out of, or interpreting this Agreement arises, all such disputes or claims shall be fully, finally, and exclusively decided by a State court of competent jurisdiction sitting in Escambia County, Florida. Additionally, the Parties knowingly and willingly hereby waive their respective rights to have any such disputes or claims decided by a jury; instead, their sole relief shall be via a bench trial in which the judge alone sits as the finder of fact.

21. Interpretation. For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings are used in accordance with such recognized meanings.

References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

a. If any Party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Party shall immediately notify all other Parties and request clarification of this Agreement.

b. This Agreement shall not be more strictly construed against any party hereto by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions hereof.

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

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

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

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

unless contained in a written document executed with the same formality and of equal dignity herewith.

26. Recording. This Agreement shall be filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. The City shall be responsible for such filing.

IN WITNESS WHEREOF, the Parties have executed this Agreement, by and through their duly undersigned and authorized representatives, as of the date and year first written above.

City of Pensacola, Florida, a political
subdivision of the State of Florida acting by
and through its duly authorized City Council.

By: _____
Grover C. Robinson, IV , Mayor

ATTEST:

By: _____
Ericka L. Burnett, City Clerk

Approved as to Content:

Approved as to Form and Execution:

Keith Wilkins, Deputy City Administrator

Susan Woolf, City Attorney

EMERALD COAST UTILITIES
AUTHORITY, a local governmental body,
corporate and politic, acting by and through its
duly authorized Board.

By: _____
Lois Benson, Chairman

ATTEST:

By: _____
Secretary

EXHIBIT "A"

Calculation of Average Market Value of Source Separated Recyclables

The Parties acknowledge that the Average Market Value (AMV) of the Source Separated Recyclables (SSR) must be based upon certain assumptions and estimates, as it is impractical to individually assess the composition of each load of SSR delivered to the ECUA MRF. Consequently, the material percentages reflected in the ECUA's most recent composition study shall be deemed the best estimate of the composition of the SSR.

The Parties also acknowledge that the City is but one of many polities delivering SSR to the ECUA MRF.

Consequently, AMV shall be determined based upon the last composition study of those entities which contribute SSR to the ECUA MRF.

AMV will be computed for the ECUA MRF as a whole using market indices reflecting the average value, in the Southeastern United States, of each Recyclable Material included in the SSR delivered to the ECUA MRF. Those market indices are designated as the RISI/OBM index and the Recyclingmarkets.net index, as appropriate, for the Southeastern United States.¹ Those indices are intended to reflect average values; they are not intended to equate to the revenue received by ECUA.

For the purpose of calculating AMV, the value of Rejects shall remain fixed at zero dollars.

ECUA shall calculate the AMV of all Recyclables delivered to the ECUA MRF each calendar month. AMV calculations for each month shall be based upon the market indices first posted in the month. ECUA's calculation of AMV shall be deemed accurate, absent manifest error.

¹If at any time during the term of this Agreement, RISI/OBM and/or Recyclingmarkets.net no longer post or otherwise provide an applicable market index, then the Parties shall mutually select an appropriate replacement source for the required information from among the sources recycling industry professionals utilize to obtain reliable Recovered Material pricing information, and this selection shall be memorialized in writing.

For illustrative purposes, Table A-1 calculates the AMV per ton for the SSR delivered to the ECUA MRF as a whole based upon the commodity prices first posted in the month identified. The AMV, computed in this fashion, will then be applied to Table A-2 to determine the compensation/charge to the City. The appropriate figure in Table A-2 will then be multiplied by the tonnage of SSR delivered to the ECUA MRF by the City for each month. The City shall then be compensated/charged accordingly on a monthly basis, as set forth in paragraph 4.c of the Agreement.

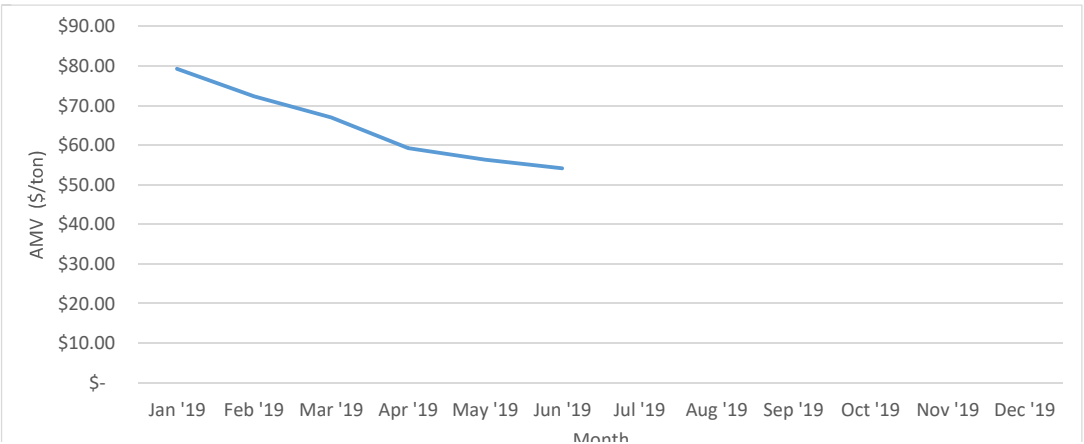
Thus, if the City delivered to the ECUA MRF 400 tons of SSR in April, 2019; 300 tons of SSR in May, 2019, and 350 tons of SSR in June, 2019, based upon the information contained in Tables A-1 and A-2, the computation would be as follows:

April, 2019	$\$59.25 < \$65 \text{ -- } \$31 \times 400 \text{ tons} = \$12,400$
May, 2019	$\$56.29 < \$65 \text{ -- } \$31 \times 300 \text{ tons} = \$9,300$
June, 2019	$\$54.10 < \$55 \text{ -- } \$41 \times 350 \text{ tons} = \$14,350$
	<hr/> Total \$36,050

Accordingly, the City would owe the ECUA \$36,050 in tipping fees for SSR delivered to the ECUA MRF by the City for the second quarter of 2019.

		Market Values (\$/ton)												
Material	Index	Jan '19	Feb '19	Mar '19	Apr '19	May '19	Jun '19	Jul '19	Aug '19	Sep '19	Oct '19	Nov '19	Dec '19	Average
Mixed Paper PS#54	RISI/OBM	\$ 2.50	\$ (2.50)	\$ (2.50)	\$ (2.50)	\$ (2.50)	\$ (2.50)							\$ (1.67)
SRP PS#56	RISI/OBM	\$ 32.50	\$ 27.50	\$ 27.50	\$ 22.50	\$ 22.50	\$ 22.50							\$ 25.83
Cardboard PS#11	RISI/OBM	\$ 82.50	\$ 72.50	\$ 62.50	\$ 47.50	\$ 37.50	\$ 32.50							\$ 55.83
Aluminum Cans (Baled)	RecyclingMarkets.net	\$ 1,240.00	\$ 1,110.00	\$ 1,110.00	\$ 1,150.00	\$ 1,160.00	\$ 1,140.00							\$ 1,151.67
Steel Cans (Baled)	RecyclingMarkets.net	\$ 135.00	\$ 122.50	\$ 122.50	\$ 127.50	\$ 125.00	\$ 117.50							\$ 125.00
Mixed Metals	RecyclingMarkets.net	\$ 135.00	\$ 122.50	\$ 122.50	\$ 127.50	\$ 125.00	\$ 117.50							\$ 125.00
PET	RecyclingMarkets.net	\$ 317.60	\$ 317.60	\$ 310.00	\$ 300.00	\$ 300.00	\$ 300.00							\$ 307.53
Natural HDPE	RecyclingMarkets.net	\$ 820.00	\$ 810.00	\$ 690.00	\$ 430.00	\$ 415.00	\$ 415.00							\$ 596.67
Colored HDPE	RecyclingMarkets.net	\$ 365.00	\$ 365.00	\$ 320.00	\$ 290.00	\$ 290.00	\$ 275.00							\$ 317.50
Plastics #3-7	RecyclingMarkets.net	\$ (30.00)	\$ (30.00)	\$ (30.00)	\$ (30.00)	\$ (30.00)	\$ (30.00)							\$ (30.00)
Mixed Bulky Rigid	RecyclingMarkets.net	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00							\$ 60.00
Mixed Glass	RecyclingMarkets.net	\$ (22.50)	\$ (22.50)	\$ (22.50)	\$ (22.50)	\$ (22.50)	\$ (22.50)							\$ (22.50)
Contamination	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							\$ -

		AMV (\$/ton SSR)												
Material	2018 RCS Composition (% weight)	Jan '19	Feb '19	Mar '19	Apr '19	May '19	Jun '19	Jul '19	Aug '19	Sep '19	Oct '19	Nov '19	Dec '19	Average
Mixed Paper PS#54	22.8%	\$ 0.57	\$ (0.57)	\$ (0.57)	\$ (0.57)	\$ (0.57)	\$ (0.57)							\$ (0.38)
SRP PS#56	4.4%	\$ 1.43	\$ 1.21	\$ 1.21	\$ 0.99	\$ 0.99	\$ 0.99							\$ 1.14
Cardboard PS#11	29.0%	\$ 23.93	\$ 21.03	\$ 18.13	\$ 13.78	\$ 10.88	\$ 9.43							\$ 16.19
Aluminum Cans (Baled)	1.8%	\$ 22.32	\$ 19.98	\$ 19.98	\$ 20.70	\$ 20.88	\$ 20.52							\$ 20.73
Steel Cans (Baled)	1.3%	\$ 1.76	\$ 1.59	\$ 1.59	\$ 1.66	\$ 1.63	\$ 1.53							\$ 1.63
Mixed Metals	1.0%	\$ 1.35	\$ 1.23	\$ 1.23	\$ 1.28	\$ 1.25	\$ 1.18							\$ 1.25
PET	4.5%	\$ 14.29	\$ 14.29	\$ 13.95	\$ 13.50	\$ 13.50	\$ 13.50							\$ 13.84
Natural HDPE	1.2%	\$ 9.84	\$ 9.72	\$ 8.28	\$ 5.16	\$ 4.98	\$ 4.98							\$ 7.16
Colored HDPE	1.4%	\$ 5.11	\$ 5.11	\$ 4.48	\$ 4.06	\$ 4.06	\$ 3.85							\$ 4.45
Plastics #3-7	1.5%	\$ (0.45)	\$ (0.45)	\$ (0.45)	\$ (0.45)	\$ (0.45)	\$ (0.45)							\$ (0.45)
Mixed Bulky Rigid	1.4%	\$ 0.84	\$ 0.84	\$ 0.84	\$ 0.84	\$ 0.84	\$ 0.84							\$ 0.84
Mixed Glass	7.5%	\$ (1.69)	\$ (1.69)	\$ (1.69)	\$ (1.69)	\$ (1.69)	\$ (1.69)							\$ (1.69)
Contamination	22.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							\$ -
Total AMV		\$ 79.29	\$ 72.29	\$ 66.98	\$ 59.25	\$ 56.29	\$ 54.10							\$ 64.70



11/11/2011

Average Market Value

\$45.00	\$55.00	\$65.00	\$75.00	\$ 85.00	\$ 95.00	\$ 105.00
or less	or less	or less	or less	or less	or less	or less
\$ 56.00	\$ 46.00	\$ 36.00	\$ 26.00	\$ 16.00	\$ 10.00	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

IMRF Tipping Fee

Per ton revenue share

\$ 115.00	\$ 125.00	\$ 135.00	\$ 145.00
or less	or less	or less	or less
\$ -	\$ -	\$ -	\$ -
\$ 5.00	\$ 10.00	\$ 15.00	\$ 20.00



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 19-00405

City Council

9/12/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

LICENSE AGREEMENT - DAILY CONVO, LLC

RECOMMENDATION:

That City Council approve the License Agreement with Daily Convo, LLC for the improvements in connection with the Southtowne Development

HEARING REQUIRED: No Hearing Required

SUMMARY:

In 2018, Daily Convo, LLC, the developer of Southtowne, requested approval for a License to Use the Intendencia right-of-way in order to make sidewalk, tree well and other hardscape improvements in connection with its Southtowne Development project. On April 10, 2018, the Planning Board unanimously approved the request. On May 10, 2018, the City Council approved the agreement and authorized the Mayor to execute it at that time.

The License To Use Agreement was not executed or recorded by the parties, as the development expanded to include the adjacent office building and the right-of-way pertaining to it as developed by Urban Core Investments, LLC, and other features such as a statue commemorating former PNJ editor J. Earle Bowden, and fire safety commitments regarding the maintenance of the right-of-way have been added to the draft of the License Agreement. In view of these additions to the document, the parties are in agreement that City Council approval should be obtained before the document is executed and recorded.

PRIOR ACTION:

May 10, 2018 - City Council approved the License To Use Agreement requested by Daily Convo, LLC for the improvements in connection with the Southtowne Development.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

8/16/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
Keith Wilkins, Deputy City Administrator

ATTACHMENTS:

- 1) License Agreement - Daily Convo, LLC

PRESENTATION: No

LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into this ____ day of _____, 2019, by and between the City of Pensacola, a municipal corporation of the State of Florida, hereinafter referred to as the "City," Daily Convo, LLC, a Florida Limited Liability Company, hereinafter referred to as "Daily Convo," and Urban Core Investments, LLC, a Florida limited liability company, hereinafter referred to as "Urban Core."

RECITALS

A. Daily Convo is the record titleholder and responsible for the maintenance of certain real property located within Pensacola, Escambia County, Florida, legally described in Exhibit "A", attached to and by this reference incorporated in this Agreement, such real property being commonly known as Southtowne, located North of East Intendencia Street, South of East Romana Street, and between South Jefferson and South Tarragona Streets. Pensacola, Florida. ("Daily Convo Property").

B. Urban Core is the record titleholder and responsible for the maintenance of certain real property located within Pensacola, Escambia County, Florida, legally described in Exhibit "A-1", attached to and by this reference incorporated in this Agreement, such real property being a four (4) story commercial mixed-use building, located South of East Intendencia Street, and East of South Jefferson Street. Pensacola, Florida at the south eastern corner of the intersection of the aforesaid two (2) streets ("Urban Core Property").

C. City is the owner of the following public rights-of-way that are adjacent to the Daily Convo Property and the Urban Core Property: (1) the right of way of East Intendencia Street between Jefferson and Tarragona Streets; (2) the right of way of Jefferson Street between Romana and Intendencia Streets; (3) the right of way of Tarragona Street between Romana and Intendencia Streets; (4) the right of way of Romana Street between Jefferson and Tarragona

Streets, and (5) the right of way of South Jefferson Street between East Intendencia Street and East Government Street (collectively, the “City Rights-of-Way”).

D. As of the date of this Agreement, Daily Convo and Urban Core are controlled by the same individuals, and all parties hereto agree that it is in their best interest to have this Agreement govern all the rights, interests and obligations as provided for herein.

E. City has agreed to grant to Daily Convo permission to construct and maintain certain Improvements (hereinafter defined) upon portions of the Rights-of-Way, all in accordance with and subject to the terms, conditions and limitations of this Agreement.

F. City has agreed to grant unto Daily Convo a nonexclusive right to use portions of the City Rights-of-Way in accordance with, and subject to the terms, conditions and limitations of this Agreement.

G. City has agreed to grant unto Urban Core a nonexclusive right to use portions of the City Rights-of-Way in accordance with, and subject to the terms, conditions and limitations of this Agreement.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. INCORPORATION OF RECITALS

The foregoing Recitals are incorporated in this Agreement in their entirety.

AGREEMENT

1.

City hereby grants to Daily Convo permission to construct and install, and maintain over the term of this Agreement, those certain improvements (the "Improvements") described in the plans and specifications identified in Exhibit "B" attached hereto and incorporated herein by references, copies of which plans and specifications are attached hereto as Exhibit "B" and incorporated herein by reference, and those additional improvements relative to a statue, hardscape, benches, and other improvements described in the plans and specifications identified in Exhibit "B-1" attached hereto and incorporated herein by reference (hereinafter all such plan and specifications being referred to collectively as the "Plans and Specifications") that encroach upon, use or occupy portions of the space under, on or above the City Rights-of-Way. The location and description of said Improvements and the encroachments upon the City Rights-of-Way permitted hereby are more particularly described in the Plans and Specifications.

2.

Daily Convo shall, at Daily Convo's sole cost and expense, cause the Improvements to be constructed in a first-class, good and workmanlike manner, free from defects in materials or workmanship, by qualified and duly licensed contractors and construction professionals. The Improvements as constructed shall not materially deviate from the Plans and Specifications except with the prior written consent of the City. The initial construction of the Improvements shall be completed within five (5) years after the date of this Agreement. Any portion of the Improvements that have not been completed within such five-year period shall not thereafter be constructed except with the prior written consent of the City. All construction, maintenance, and operation in connection with such Improvements, and the use of the Improvements, shall be performed in strict compliance with this Agreement, the Plans and Specifications, the Florida Building Code and other applicable construction and safety codes, and the Charter, Ordinances and Codes of the City and in accordance with the directions of the Director of Public Works

and Facilities of City, or his duly authorized representative. All Plans and Specifications for the Improvements shall be subject to the prior written approval of the Director of Public Works and Facilities, or his duly authorized representative, but such approval shall not relieve Daily Convo of responsibility and liability for concept, design and computation in preparation of such Plans and Specifications. Any directions or approval by the Director of Public Works and Facilities shall be consistent with, and not more onerous than, the Plans and Specifications, the City's Ordinances and Codes, the Florida Building Code and other applicable construction and safety codes, and this Agreement.

At all times during the term of this Agreement, Daily Convo shall, at its sole cost and expense, maintain the Improvements in good, clean, safe and first-class order, condition and appearance and to that end shall make all necessary repairs and replacements to the Improvements.

In the event that Daily Convo desires to modify the Improvements after their initial construction is completed, and such modifications would require, under the then existing City Ordinances and Codes, a review of such modifications by a department or agency within the City, Daily Convo agrees to comply with such requirements as applicable. Further, no modification shall be made to the Improvements after their initial construction which would constitute a material deviation from the Improvements described in the Plans and Specifications except with the prior written consent of the City.

3.

Upon completion of construction and installation of the Improvements and thereafter, there shall be no encroachments in, under, on or above the surface area of the streets, alleys, sidewalks and other public rights-of-way involved, except as described herein and shown on the Plans and Specifications.

4.

Daily Convo, at no expense to the City, shall make proper provisions for the relocation and installation of any existing utilities affected by such encroachment use and occupancy, including obtaining approval and consent from the utility companies and the appropriate agencies of the State and its political subdivisions. In the event that any installation, reinstallation, relocation or repair of any existing or future utility or improvements owned by, constructed by or on behalf of the public or at public expense is made more costly by virtue of the construction, maintenance or existence of such encroachment and use, Daily Convo shall pay to City an additional amount equal to such additional cost as reasonably determined by the Director of Public Works and Facilities of the City, or his duly authorized representative.

5.

City may enter and utilize the City Rights-of-Way at any time for any public purpose, including but not limited to the purpose of installing or maintaining improvements necessary for the health, safety and welfare of the public or for any other public purpose. In this regard, Daily Convo and Urban Core agree that City shall bear no responsibility or liability for damage or disruption of Improvements, or other improvements or personal property thereon, but City will make reasonable efforts to minimize such damage. City will provide Daily Convo and/or Urban Core such notice, if any, as is reasonable and appropriate under the circumstances before acting under this Section 5.

6.

In order to defray all costs of inspection and supervision which City has incurred or will incur as a result of the construction, maintenance, inspection or management of the Improvements and other uses provided for by this Agreement, Daily Convo agrees to pay to City: (1) concurrently with the execution of this Agreement, an application fee in the sum of One

Thousand Dollars (\$1,000.00), and (2) an annual fee in the amount of One Thousand Dollars(\$1,000.00), payable on or before each anniversary of the date of this Agreement; provided that such annual fee shall be subject to reasonable adjustment by the City from time to time should the City modify the ordinance establishing such fee during the term of this Agreement. City will send Daily Convo an invoice annually for the annual fee. Urban Core and Daily Convo have agreed under separate agreement (a parking agreement between Urban Core and Daily Convo recorded in the public records of Escambia County, Florida, as modified, amended, and restated from time to time) that Urban Core will reimburse Daily Convo for Urban Core's pro rata share of any of the aforesaid fees.

7.

Unless sooner terminated pursuant to the other terms of this Agreement, the term of this Agreement shall be for ninety-nine (99) years, commencing on the date this Agreement is executed by the City of Pensacola. Provided however, this Agreement may be terminated by the City upon the material non-compliance of any of the terms of this Agreement by Daily Convo, and Urban Core. City shall notify Daily Convo and Urban Core in writing of the non-compliance and if not cured within thirty days this Agreement shall be terminated upon a further notice of termination by City to Daily Convo and Urban Core. Any such termination shall be in addition to, and without prejudice to, any and all other rights and remedies of the City at law or in equity. Daily Convo may terminate its interest in this this Agreement upon ninety (90) days' written notice to the City. Urban Core may terminate its interest and rights in this Agreement, but not the Agreement in whole without the consent and joinder of Daily Convo, upon ninety (90) days' written notice to the City.

8.

During the term of this Agreement, the Improvements shall be the sole and separate property of Daily Convo, subject to the terms and conditions of this Agreement, and upon the termination of this Agreement, Daily Convo shall surrender the Improvements to the City in good, clean, safe and first-class order, condition and appearance, and upon termination of this Agreement the Improvements shall automatically be and become the sole and separate property of City. Notwithstanding the foregoing, however, upon termination of this Agreement, Daily Convo shall, at the option of and upon written notice from City and at no expense to City, restore the public right-of-way, and remove the Improvements encroaching into the public right-of-way, to a condition acceptable to the Director of Public Works and Facilities, or his or her duly authorized representative, and in accordance with then existing City specifications. City shall notify Daily Convo of its election regarding such option not less than thirty (30) days before the effective date of any termination. Failure to give such notice shall be deemed a waiver of the City's right to require Daily Convo to remove the Improvements. It is understood and agreed to by Daily Convo that if this Agreement is terminated and Daily Convo fails to remove the Improvements within a reasonable time after notice of the City's election of the option to have the Improvements removed by Daily Convo, City may remove the Improvements and any supporting structures and may charge Daily Convo with the reasonable cost of such removal.

THE PARTIES AGREE THAT THE DUTIES AND OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

9.

It is further understood and agreed upon between the parties hereto that the public rights-of-way, streets, alleys and sidewalks ("public right-of-way") to be used and encroached upon as described herein are held by City as trustee for the public; that City exercises such powers

over the public right-of way as have been delegated to it by the Constitution of the State of Florida or by the Legislature; and that City cannot, and does not hereby, contract away or limit its duty and its legislative power to control the public right-of-way for the use and benefit of the public. It is accordingly agreed that if the governing body of City may at any time during the term hereof determine in its sole reasonable discretion to use or cause or permit the right of way to be used for any other public purpose, including but not being limited to underground, surface or overhead communication, drainage, sanitary sewerage, transmission of natural gas or electricity, or any other public purpose, whether presently contemplated or not, that this Agreement shall automatically terminate upon not less than ninety (90) days' written notice to Daily Convo and Urban Core. If the City terminates this Agreement for a public purpose as set forth in this Section 9, then Daily Convo and Urban Core will not be required to remove any of the Improvements, nor any supporting structures, nor conduct any further maintenance thereof.

10.

Daily Convo and Urban Core agree and acknowledge that this Agreement is solely for the purpose of (a) permitting Daily Convo to construct, maintain and locate the Improvements over or within the described public right of way, and (b) permitting Daily Convo and Urban Core to use the City Rights-of-Way that immediately abuts their respective property for the use identified herein, and neither grant is a conveyance of any right, title or interest in or to the public right of way other than as described in this Agreement, nor any restriction on the public's right to use the public right of way, including without limitation the Improvements, for its or their intended purposes, nor is it meant to convey any right to use or occupy property in which a third party may have an interest. Daily Convo and Urban Core agree that they will obtain all necessary permission before occupying such property.

11.

Daily Convo agrees to comply fully with all applicable federal, state and local laws, statutes, ordinances, codes or regulations in connection with the design, construction, operation and maintenance of said Improvement, encroachment and uses. Daily Convo and Urban Core further acknowledge their obligation to comply with all applicable building and fire code provisions, including to continually maintain the public rights-of-way free from any obstructions which would prevent the free flow of vehicular or pedestrian traffic, or which would impede access by public safety personnel and equipment, including fire suppression apparatus and the necessity for such equipment to access each floor of structures adjacent to the public right-of-way. All foliage located in the public right-of-way shall be maintained by Daily Convo or Urban Core, as applicable to each licensee, in a manner so as to permit access to adjacent structures with fire apparatus ladders, personnel, hoses and other life safety equipment. As to the tree within the traffic circle on Intendencia Street, Daily Convo will assure that the branches of such tree shall not extend closer than ten feet to any of the surrounding buildings, and shall be properly pruned and maintained to maintain at least that minimum distance.

12.

Daily Convo agrees to pay promptly when due all fees, taxes or rentals provided for by this Agreement or by any federal, state or local statute, law or regulation.

13.

Daily Convo and Urban Core covenant and agree that they shall operate hereunder as an independent contractor as to all rights and privileges granted hereunder and not as an officer, agent, servant or employee of City and Daily Convo and Urban Core shall have exclusive control of, and the exclusive right to control the details of their operations, and all persons performing same, and shall be solely responsible for the acts and omissions of their officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. The doctrine of respondeat

superior shall not apply as between City and Daily Convo, nor City and Urban Core, their officers, agents, servants, employees, contractors and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Daily Convo, nor City and Urban Core.

14.

DAILY CONVO COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS, VOLUNTEERS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, LIABILITIES, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, FOR PROPERTY DAMAGE OR LOSS, PERSONAL INJURY, AND DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE DESIGN, CONSTRUCTION, MAINTENANCE, OCCUPANCY, USE, EXISTENCE OR LOCATION OF THE IMPROVEMENTS AND USES GRANTED HEREUNDER, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES OR INVITEES OF THE CITY OR DAILY CONVO; AND DAILY CONVO HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS, DEMANDS, SUITS, LIABILITIES, COSTS AND EXPENSES. HOWEVER, THIS PROVISION IS NOT INTENDED TO REQUIRE DAILY CONVO TO INDEMNIFY CITY FOR CITY'S OWN FAULT OR NEGLIGENCE,

OR THE FAULT OR NEGLIGENCE OF PERSONS ACTING ON BEHALF OF THE CITY IN ANY CAPACITY. DAILY CONVO SHALL LIKEWISE ASSUME ALL LIABILITY AND RESPONSIBILITY FOR, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CITY FROM AND AGAINST ANY AND ALL LOSS, INJURY OR DAMAGE TO CITY PROPERTY TO THE EXTENT ARISING OUT OF OR CAUSED BY ANY AND ALL ACTS OR OMISSIONS OF DAILY CONVO, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, OR TRESPASSERS.

URBAN CORE COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS, VOLUNTEERS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, LIABILITIES, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, FOR PROPERTY DAMAGE OR LOSS, PERSONAL INJURY, AND DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE USE OR OCCUPANCY GRANTED HEREUNDER, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES OR INVITEES OF URBAN CORE; AND URBAN CORE HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS, DEMANDS, SUITS, LIABILITIES, COSTS AND EXPENSES.

HOWEVER, THIS PROVISION IS NOT INTENDED TO REQUIRE URBAN CORE TO INDEMNIFY CITY FOR CITY'S OWN FAULT OR NEGLIGENCE, OR THE FAULT OR NEGLIGENCE OF PERSONS ACTING ON BEHALF OF THE CITY IN ANY CAPACITY. URBAN CORE SHALL LIKEWISE ASSUME ALL LIABILITY AND RESPONSIBILITY FOR, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CITY FROM AND AGAINST ANY AND ALL LOSS, INJURY OR DAMAGE TO CITY PROPERTY TO THE EXTENT ARISING OUT OF OR CAUSED BY ANY AND ALL ACTS OR OMISSIONS OF URBAN CORE, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, OR TRESPASSERS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DAILY CONVO AND URBAN CORE AGREE TO PAY ON BEHALF OF THE CITY AND TO PROVIDE A LEGAL DEFENSE FOR THE CITY WITH LEGAL COUNSEL OF CITY'S CHOICE AND REASONABLY ACCEPTABLE TO DAILY CONVO AND URBAN CORE, BOTH OF WHICH WILL BE DONE ONLY IF AND WHEN REQUESTED BY THE CITY, FOR ALL CLAIMS AND OTHER ACTIONS OR ITEMS WHICH ARE THE DAILY CONVO AND URBAN CORE RESPONSIBILITY UNDER THIS SECTION. SUCH PAYMENT AND LEGAL DEFENSE ON BEHALF OF THE CITY SHALL BE IN ADDITION TO ANY AND ALL OTHER LEGAL REMEDIES AVAILABLE TO THE CITY AND SHALL NOT BE CONSIDERED TO BE THE CITY'S EXCLUSIVE REMEDIES.

NOTHING IN THIS SECTION SHALL BE DEEMED A CHANGE OR MODIFICATION IN ANY MANNER WHATSOEVER OF THE METHOD OR

CONDITIONS OF PRESERVING, ASSERTING, OR ENFORCING ANY CLAIM OR LEGAL LIABILITY AGAINST THE CITY. THIS SECTION SHALL IN NO WAY BE CONSTRUED AS A WAIVER, IN WHOLE OR IN PART, OF THE CITY'S SOVEREIGN IMMUNITY UNDER THE CONSTITUTION, STATUTES AND CASE LAW OF THE STATE OF FLORIDA.

THE PARTIES AGREE THAT THE FOREGOING DUTIES AND OBLIGATIONS CONTAINED IN THIS SECTION 14 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY STATE OF FACTS THAT EXISTS.

15.

While this Agreement is in effect, Daily Convo and Urban Core agree to furnish City with a Certificate of Insurance, naming City as Certificate Holder and Additional Insured, as proof that each has secured and paid for a policy of public liability insurance covering all public risks related to the proposed use and occupancy of public property pursuant to this Agreement. The coverages and amounts of such insurance shall be not less than the following:

Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence and in the aggregate. Coverage must be provided for bodily injury and property damage liability for premises, operations, products and completed operations contractual liability and independent contractors. The coverage shall be written on an Occurrence Basis and list the City of Pensacola as an additional insured. 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. The coverage will be considered primary as relates to all provisions of the Agreement.

As used in this Section, "the City" is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives, and agents. Daily Convo and Urban Core understand and agree that such insurance amounts may in the future be reasonably revised upward at City's option and that Daily Convo and Urban Core shall so revise such amounts immediately following notice to Daily Convo and Urban Core of such requirement. Such insurance policy shall provide that it cannot be canceled or amended without at thirty (30) days' prior written notice to the City of Pensacola. A copy of the current Certificate of Insurance is attached as attached as Exhibit "C". Daily Convo and Urban Core agree to submit a similar Certificate of Insurance annually to City on the anniversary date of the effective date of this Agreement. The "Holder Address" is City of Pensacola, Risk Management, P.O. Box 12910, Pensacola FL 32521.

Daily Convo shall maintain and keep in force such public liability insurance at all times during the term of this Agreement, and until the removal of the Improvements, and the cleaning and restoration of the city streets affected by the Improvements. All insurance coverage required herein shall include coverage of all Daily Convo's contractors.

16.

Daily Convo agrees to pay necessary costs to record this Agreement in its entirety in the deed records of Escambia County, Florida. After being recorded, the original shall be returned to the City Clerk of the City of Pensacola, Florida.

17.

Daily Convo covenants and agrees that it will not assign all or any of its rights, privileges or duties under this contract without the prior written approval of the Mayor or his or her designee, which approval will not be unreasonably withheld or conditioned. Any attempted assignment without prior written approval will be void. A change in the control or majority

ownership of Daily Convo shall be deemed an assignment for purposes of this Section 17, requiring the prior written approval of the Mayor or his or her designee, which approval will not be unreasonably withheld or conditioned.

18.

PUBLIC RECORDS

The parties acknowledge that this Agreement is a public record under Florida Law, and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Exhibit "D" attached hereto and incorporated by reference. The parties agree that the provisions of this Section 18 shall survive the termination of this Agreement.

19.

NOTICES

Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

If to City:

City of Pensacola
Attn: City Administrator
222 W. Main Street
Pensacola, Florida 32502

With a copy to:
City of Pensacola
Attn: City Attorney
222 W. Main Street
Pensacola, Florida 32502

If to Daily Convo:

Daily Convo, LLC
321 N. Devilliers St., Suite 103
Pensacola, FL 32501

With a Copy to:

Charles F. James, Esq.
Clark Partington
125 E. Intendencia
Pensacola, FL 32502
PO Box 13010
Pensacola, FL 32591-3010

If to Urban Core:

Urban Core Investments, LLC
321 N. Devilliers St., Suite 103
Pensacola, FL 32501

With a Copy to:

Charles F. James, Esq.
Clark Partington
125 E. Intendencia
Pensacola, FL 32502
PO Box 13010
Pensacola, FL 32591-3010

Notices mailed in accordance with the provisions of this Section 19 shall be deemed to have been given on the fifth (5th) business day following mailing. Notices personally delivered shall be deemed to have been given upon delivery.

II. MISCELLANEOUS

1.

No Joint Venture or Partnership

This Agreement shall not be construed so as to create a joint venture, partnership, employment, or other agency relationship between the parties to this Agreement.

2.

No Personal Liability

No official, director, officer, agent or employee of City or Daily Convo or Urban Core shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of their execution, approval or attempted execution of this Agreement.

3.

Severability

The terms of this Agreement are severable. If any of the terms or provisions of this Agreement are deemed to be void or otherwise unenforceable, for any reason, the remainder of this Agreement shall remain in full force and effect.

4.

Governing Law

This Agreement shall be subject to and governed by the laws of the State of Florida, without regard for principles regarding choice or conflict of laws. The venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this Agreement shall be in Circuit Court of Escambia County, Florida.

5.

Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.

Headings

Section and paragraph titles and headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

7.

Binding Effect

This Agreement shall be binding on the parties to this Agreement and their respective successors and permitted assigns. Further, this Agreement burdens the Daily Convo Property, and the Urban Core Property, shall run with said land, and shall be binding upon and enforceable against Daily Convo, and Urban Core, and each future owner in fee simple of the Daily Convo Property, and the Urban Core Property, or any portion thereof or interest therein, and each and every such future owner shall be deemed to have assumed and agreed to perform all duties and obligations of Daily Convo, and Urban Core under this Agreement. Accordingly, the term "Daily Convo" as used in this Agreement shall mean Daily Convo, LLC, its successors, permitted assigns and successors-in-title to the Daily Convo Property or any portion thereof or interest therein. The term "Urban Core" as used in this Agreement shall mean Urban Core Investments, LLC, its successors, assigns and successors-in-title to the Urban Core Property or any portion thereof or interest therein.

8.

Entire Agreement

This Agreement and its exhibits constitute the entire agreement and understanding between the parties and supersede any prior agreement or understanding relating to the subject matter of this Agreement.

9.

Modification

This Agreement may be changed, modified or amended only by a duly authorized written instrument executed by both parties to this Agreement. Each party agrees that no representation or warranty shall be binding upon the other party unless expressed in writing in this Agreement or in a duly authorized and executed amendment of this Agreement.

Authority to Execute; Authority to Consent on Behalf of City

Each party to this Agreement represents to the other party that the person executing this Agreement on behalf of either party has the agency and authority to execute this Agreement and bind the party on whose behalf such person is executing this Agreement. Each party further represents that all actions necessary to approve this Agreement and to convey the authority to execute this Agreement have been properly completed as required by applicable law, ordinance, or other governing organizational documents.

Further, whenever the consent or approval of the City is required, requested or permitted under this Agreement, such consent shall be given, if at all, or withheld by the Mayor of the City or his or her designee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officials or agents thereunto duly authorized, as of the day and year first above written.

[This space intentionally left blank. The signature page follows on the next page.]

CITY OF PENSACOLA
a Florida municipal corporation

(AFFIX CITY SEAL)

Attest:

By: _____
Grover C. Robinson, IV, Mayor

Ericka L. Burnett, City Clerk

Signed, sealed and delivered in the presence of:

Print Name: _____

Print Name: _____

Legal in form and valid as drawn:

Approved as to content:

_____, City Attorney

Print Name: _____

Title: _____

Signed, sealed and delivered
in the presence of:

DAILY CONVO, LLC

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

Signed, sealed and delivered
in the presence of:

**URBAN CORE INVESTMENTS,
LLC**

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by Grover C. Robinson, IV, Mayor of the City of Pensacola, a municipal corporation of the State of Florida, on behalf of said municipal corporation. Said person is personally known to me and/or produced a current Florida driver's license as identification.

NOTARY PUBLIC

(AFFIX NOTARY SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____, as _____ of Daily Convo, LLC, a Florida limited liability company, on behalf of said company. Said person is personally known to me and/or produced a current Florida driver's license as identification.

NOTARY PUBLIC

(AFFIX NOTARY SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____, as _____ of Urban Core Investments, LLC, a Florida limited liability company, on behalf of said company. Said person is personally known to me and/or produced a current Florida driver's license as identification.

NOTARY PUBLIC

(AFFIX NOTARY SEAL)

EXHIBIT "A"

[Legal Description of Daily Convo Property]

The land referred to herein below is situated in the County of Escambia, State of Florida, and is described as follows:

LOTS 169, 170, 203, 204, 353, 357, 358, 365, 366, AND 367, ALL IN BLOCK 25, OLD CITY TRACT, IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906. LESS AND EXCEPT THE WEST 14 FEET 2 INCHES OF LOTS 203 AND 170, IN SAID BLOCK 25.

Escambia County Property Appraiser Reference no. 000S009001001169

Exhibit "A-1"

[Legal description of Urban Core Property]

A PORTION OF BLOCK 16, OLD CITY TRACT, CITY OF PENSACOLA, FLORIDA, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1906, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 274, BLOCK 16, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906; THENCE PROCEED NORTH 79°11'43" EAST ALONG THE NORTH LINE OF SAID BLOCK 16 FOR A DISTANCE OF 9.29 FEET TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY (R/W) LINE OF JEFFERSON STREET (R/W VARIES) AND SOUTH R/W LINE OF INTENDENCIA STREET (40.75' R/W) FOR THE POINT OF BEGINNING; THENCE CONTINUE LAST COURSE PROCEED NORTH 79°11'43" EAST ALONG SAID SOUTH R/W LINE FOR A DISTANCE OF 183.88 FEET TO THE WEST LINE OF THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF PENSACOLA, INC PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 7394, PAGE 1316 OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY; THENCE DEPARTING SAID SOUTH R/W LINE PROCEED SOUTH 10°24'35" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 170.97 FEET TO THE SOUTH LINE OF LOT 276 OF THE AFORESAID OLD CITY TRACT; THENCE DEPARTING SAID WEST LINE PROCEED SOUTH 79°19'36" WEST ALONG THE SOUTH LINE OF SAID LOT 276 AND LOT 275 FOR A DISTANCE OF 66.64 FEET TO THE EAST LINE OF THAT

PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 4192, PAGE 82 OF THE AFORESAID COUNTY; THENCE DEPARTING THE SOUTH LINE OF SAID LOT 275, PROCEED NORTH 10°12'11" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 12.08 FEET; THENCE PROCEED SOUTH 79°15'23" WEST ALONG THE NORTH LINE OF SAID PARCEL FOR A DISTANCE OF 114.71 FEET TO THE AFORESAID EAST R/W LINE OF JEFFERSON STREET; THENCE PROCEED NORTH 11°20'12" WEST ALONG SAID EAST R/W LINE FOR A DISTANCE OF 158.62 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARKING AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7493, PAGE 1279 AND AMENDED IN FIRST AMENDMENT TO PARKING AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7512, PAGE 1730, ALL BEING IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

Escambia County Property Appraiser Reference no. 000S009001001274

EXHIBIT "B"

[Plans and Specs - WOONERF]

SITE CONSTRUCTION PLANS FOR INTENDENCIA STREET RIGHT-OF-WAY IMPROVEMENT

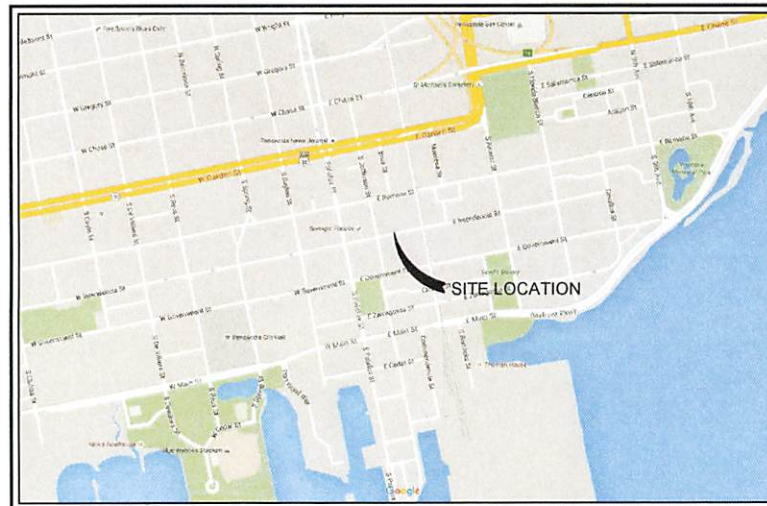
July 23, 2018

RBA PROJECT NO.: 2016.122

SITE INFORMATION	
PROJECT LOCATION:	INTENDENCIA STREET BETWEEN JEFFERSON & TARRAGONA STREET

FEMA FLOOD INSURANCE RATE MAP INFORMATION					
THE PARCEL SHOWN FOR DEVELOPMENT IS LOCATED WITHIN THE FOLLOWING FLOOD ZONE(S) AS DETAILED BY FEMA FIRM (FLOOD INSURANCE RATE MAP) INFORMATION DESCRIBED BELOW:					
FLOOD ZONE(S)	COMMUNITY No.	MAP No.	PANEL No.	SUFFIX	MAP REVISION DATE
X	120082	12033C	390	C	SEPT 29, 2006

CONTACTS	
CITY OF PENSACOLA ENGINEER MR. L. DERRICK OWENS 180 GOVERNMENTAL CENTER PENSACOLA, FL 32502 PH: (850) 435-1645	
SANITARY SEWER/WATER - EMERALD COAST UTILITY AUTHORITY MR. MIKE HAMILIN P.O. BOX 15311 PENSACOLA, FL 32514 PH: (850) 969-6501	
NATURAL GAS - ENERGY SERVICES OF PENSACOLA MRS. DIANE MOORE 1625 ATWOOD DRIVE PENSACOLA, FL 32514 PH: (850) 474-5310	
TELEPHONE - AT&T MR. STEVE KENNINGTON 6689 MAGNOLIA ST MILTON, FL 32570 PH: (850) 623-3811	
ELECTRIC - GULF POWER MR. CHAD SWAILS 3120 DOGWOOD DRIVE MILTON, FL 32570 PH: (850) 429-2446	
CABLE - COX CABLE MR. TROY YOUNG 2421 EXECUTIVE PLAZA PENSACOLA, FL 32504 PH: (850) 857-4551	
SUNSHINE STATE ONE-CALL 7200 LAKE ELLERDRIDGE, SUITE 200 ORLANDO, FL 32809 PH: (800) 432-4770	



VICINITY MAP
SCALE: 1" = 500'



REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors

2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400
Fax 850.438.0448
EB 00009657 LB 7916

ECUA REQUIRED PLAN NOTES

(NOTES SHALL BE INSERTED IN THE UPPER RIGHT CORNER OF TITLE SHEET)
A. ECUA ENGINEERING MANUAL INCORPORATED BY REFERENCE

THE ECUA ENGINEERING MANUAL, DATED DECEMBER 18, 2014, ALONG WITH ANY LATER UPDATES (HEREINAFTER "MANUAL"), LOCATED AT WWW.ECUA.FL.GOV, IS HEREBY INCORPORATED BY REFERENCE INTO THIS PROJECT'S OFFICIAL CONTRACT DOCUMENTS AS IF FULLY SET FORTH THEREIN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE AWARE OF ANY UPDATES TO THE MANUAL'S CONTENTS AND TO CONSTRUCT THE PROJECT IN ACCORDANCE WITH THE MANUAL. THE CONTRACTOR SHALL PROVIDE ITS EMPLOYEES ACCESS TO THE MANUAL AT ALL TIMES, VIA PROJECT SITE OR OFFICE, VIA DIGITAL OR PAPER FORMAT. IN THE EVENT OF A CONFLICT BETWEEN THE MANUAL AND THE PLANS, CONTRACTOR SHALL CONSULT ENGINEER OF RECORD ON THE APPROPRIATE RESOLUTION.

B. ADDITIONAL DOCUMENTS (TO BE COMPLETED BY THE ENGINEER OF RECORD)

DOES THIS PROJECT HAVE ADDITIONAL TECHNICAL SPECIFICATIONS OR CONSTRUCTION DETAILS THAT SUPERSEDE THE MANUAL LISTED ABOVE?

YES ☐ NO ☒

IF YES, CONTRACTOR SHALL CONSTRUCT PROJECT IN ACCORDANCE WITH SAID DOCUMENTS AS LISTED AND LOCATED BELOW:

DOCUMENT NAME	DOCUMENT TYPE		LOCATION	
	SPECIFICATION	DETAIL	PLANS	PROJECT MANUAL*

*PROJECT MANUALS USED ONLY WITH ECUA OF PROJECTS

C. ENGINEER OF RECORD RESPONSIBILITIES

THE ENGINEER OF RECORD (S) THAT HAVE AFFIXED THEIR SEALS AND SIGNATURES ON THESE PLANS WARRANTS THAT THEIR PORTION OF THE PLANS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE MANUAL, UNLESS OTHERWISE DIRECTED BY THE ECUA PROJECT ENGINEER. THE ENGINEER SHALL BE KNOWLEDGEABLE OF THE MANUAL'S CONTENTS AND SHALL ASSUME RESPONSIBILITY FOR ITS USE ON THIS PROJECT.

INDEX OF DRAWINGS

- C1.0 INTENDENCIA PROJECT LIMITS / PHASING PLAN & EXISTING SITE, DEMOLITION AND EROSION CONTROL PLAN
- C1.1 EROSION CONTROL DETAILS
- C2.0 SITE LAYOUT AND DIMENSION PLAN
- C3.0 PLAN/PROFILE - GRADING AND DRAINAGE PLAN
- C4.0 INTENDENCIA STREET SECTION VIEWS
- C5.0 STRIPING / PAVEMENT MARKING PLAN & DETAILS
- LS 101 LAYOUT PLAN & HARDSCAPE PLAN
- LS 201 HARDSCAPE DETAILS
- LS 301 LIGHT PLAN & LANDSCAPE PLAN
- LS 401 LANDSCAPE DETAILS
- IR 101 IRRIGATION PLAN & IRRIGATION DETAILS

THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING "RELEASED FOR CONSTRUCTION" DRAWINGS FROM REBOL-BATTLE & ASSOCIATES BEFORE BEGINNING CONSTRUCTION. REBOL-BATTLE & ASSOCIATES WILL NOT BE RESPONSIBLE FOR ANY CONSTRUCTION BASED ON PLANS THAT HAVE NOT BEEN RELEASED FOR CONSTRUCTION.

1. ALL EROSION AND SEDIMENT CONTROL PRACTICES TO BE INSTALLED PRIOR TO ANY MAJOR SOIL DISTURBANCE, OR IN THEIR PROPER SEQUENCE, AND MAINTAINED UNTIL PERMANENT PROTECTION IS ESTABLISHED.

- [illegible]

SEED OIL PREPARATION.

SOIL TO BE THOROUGHLY GUMMERIZED BY DISK-HARROWING AND BE LOOSE AND REASONABLY SMOOTH. APPLY FERTILIZER AT A RATE OF 280 LBS./ACRE OF 16-18-18 OR EQUIVALENT, APPLY DOLOMITE LIMESTONE AT A RATE OF 800 TO 1000 LBS./ACRE TO PROVIDE A SOIL pH OF 5.5 TO 6.5. LIME & FERTILIZER TO BE WORKED INTO THE TOPSOIL TO A DEPTH OF 4". ADD SANDY LOAM TOPSOIL TO A MINIMUM OF TWO (2) INCHES WHERE REQUIRED.

CONSISTING OF ANNUAL RYE (*Secale multiflorum*) AT A RATE OF 174 LBS/ACRE

SEED OIL PREPARATION

SOIL TO BE THOROUGHLY FUMIGATED BY DDA-HARROWING AND BE LOOSE AND REASONABLY SMOOTH. APPLY FERTILIZER AT A RATE OF 280 LBS./ACRE OF 16-16-16 OR EQUIVALENT, APPLY DOLOMITIC LIMESTONE AT A RATE OF 800 TO 1000 LBS./ACRE TO PROMOTE A SOIL pH OF 5.5 TO 6.5. LIME & FERTILIZER TO BE WORKED INTO THE TOPSOIL TO A DEPTH OF 4". ADD SANDY LOAM TOPSOIL TO A MINIMUM OF TWO (2) INCHES WHERE REQUIRED.

SEED MIXTURE, CONSISTING OF:	SEED	PURITY	GERMINATION
ARGENTINE BAMA	260 LBS./AC.	95%	80%
PENSACOLA BAMA	260 LBS./AC.	95%	40%(MIN.)-50%(TOTAL)

SOOING:
SOO SHALL BE WELL ROOTED CENTPEDE OR BAWA GRASS COMMERCIALY CUT TO A MINIMUM DIMENSION OF 12" x 24" A MAXIMUM OF 72 HOURS PRIOR TO PLACEMENT. SOO SHALL BE LIVE, FRESH AND UNPLAIED.

REASONABLY FREE OF WEEDS AND OTHER GRASSES, WITH A HEAVY SOIL MAT ADHERING TO THE ROOT SYSTEM. SOIL SHALL BE GROWN, CUT, AND SUPPLIED BY A STATE CERTIFIED GROWER.

TOXIC CONTROL STANDARDS:

1. CONSTRUCTION TRAFFIC SHALL BE RESTRICTED TO ONSITE ACCESS BY MEANS SO DESIGNATED BY THE ENGINEER, POLICE/SHERIFF DEPARTMENT, ESCAMBA COUNTY HIGHWAY DEPARTMENT, AND/OR THE FLORIDA DEPARTMENT OF TRANSPORTATION.

TREE PROTECTION

1. DAMAGED TRUNKS OR EXPOSED ROOTS WILL BE PAINTED IMMEDIATELY WITH A GOOD COAT OF "TREE PAINT".
2. TREE LIMB REMOVAL, WHERE NECESSARY, WILL BE DONE FLUSH TO TRUNK OR MAIN BRANCH AND THAT

AREA PAINTED IMMEDIATELY WITH A GOOD GRADE OF TREE PAINT.

1. ALL AREAS OF CLEARING

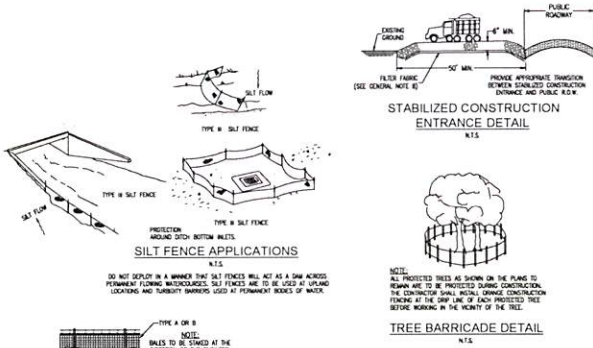
2. DISTURBED AREAS SHALL BE MAINTAINED IN A ROUGH GRADED CONDITION AND TEMPORARILY SEEDED AND/OR MULCHED UNTIL PROPER WEATHER CONDITIONS EXIST FOR THE ESTABLISHMENT OF PERMANENT VEGETATION COVER.

3. IN EVENT OF EMERGENCY CONDITIONS, TILLAGE WILL BE SATISFACTORY FREE BEFORE SOIL BLOWING STARTS.

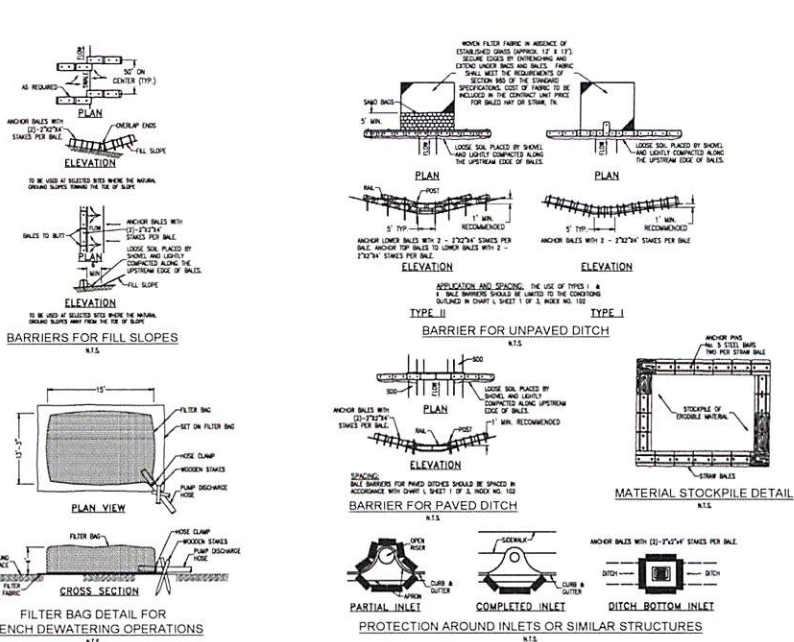
4. GULFION CEMENT MAY BE APPLIED TO GRAVEL ROADWAY AREAS, ONLY, SUBJECT TO THE ENGINEER'S APPROVAL AND CONFORMANCE WITH FDOT STANDARD SPECIFICATIONS, SECTION 102-5, LATEST EDITION.

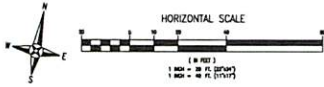
MAJOR SOL DISTURBANCES

3. CLEAR AND REMOVE ALL EXISTING MATERIALS IN THOSE AREAS WHERE NECESSARY. ALL REMAINING MATERIALS SHOULD BE PROPERLY STOCKPILED AND REMOVED FROM THE PROJECT AREA. STOCKPILED AREAS TO BE DESTROYED & BE STRIPPED TO A MINIMUM DEPTH OF SIX (6) INCHES AND STOCKPILED SEPARATELY FROM OTHER DEGRADED SOILS.
4. THE IMMEDIATE INSTALLATION OF ALL REMAINING SEEDMENT AND EROSION CONTROL DEVICES.
5. PERFORM ALL DEMOLITION WORK.
6. CONSTRUCT ALL UNDERGROUND UTILITIES AND STORM DRAIN SYSTEMS.
7. CONSTRUCT PONDS (DRAINAGE, CREEK & OUTLET, BASIN, FILLMENT, SEDIMENT) AND LANDSCAPING.
7. COMPLETE STORMPOND PONDS
8. UPON THE COMPLETION OF THE CONSTRUCTION ACTIVITIES, PROVIDE RESTORATION, FINE GRADE, REMOVAL OF SOIL, REGRASS/ SOIL TREATMENT, AND STABILIZE WITH PROPER VEGETATION, CROPS AND LANDSCAPING.
9. THE REMOVAL OF APPROPRIATE TEMPORARY SEEDMENT AND EROSION CONTROL DEVICES.



STRAW BALES BACKED BY FENCE



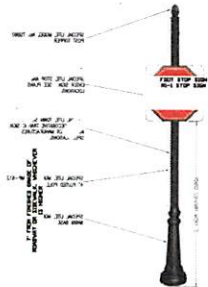


LEGEND	
	EXISTING ASPHALT
	EXISTING CONCRETE
	EXISTING GRAVEL
	PROPOSED ASPHALT
	PROPOSED CONCRETE
	BRICK PAVERS
	BOUNDARY LINE
	EASEMENT LINE
	LOT LINE
	RIGHT-OF-WAY LINE

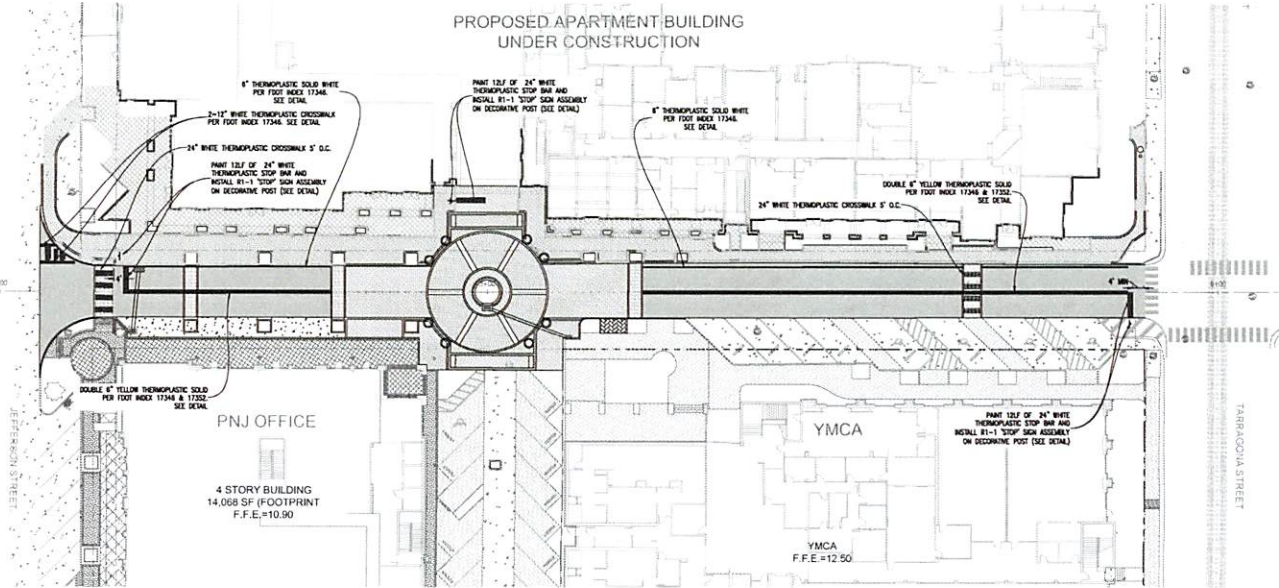
STRIPPING & SIGN NOTES

1. ALL PAVEMENT MARKINGS AND STRIPING SHALL BE THERMOPLASTIC AND INSTALLED ACCORDING TO FOOT STANDARD INDEX 17346.
2. ALL MARKED STRIPING DESTROYED DURING CONSTRUCTION SHALL BE RE-STRIPED ACCORDING TO FOOT STANDARD INDEX 17346.
3. ALL LANE MARKS MUST BE OPEN FOR TRAFFIC DURING AN ENCLOSURE NOTICE OF A HAZARDOUS OR OTHER CONSTRUCTION EVENT AND SHALL REMAIN OPEN FOR THE DURATION OF THE ENCLOSURE OR EVENT AS DIRECTED BY THE LOCAL MAINTENANCE ENGINEER OR HIS DESIGNEE.
4. ALL SIGNS SHALL BE INSTALLED PER FOOT STANDARD INDEX 11805, MND 220E M-1.

NOTE:
REFER TO LANDSCAPE ARCHITECTURAL PLANS
FOR ALL CONCRETE FINISHES, PAVEMENT SELECTIONS
PATTERNS AND INSTALLATION DETAILS.



DECORATIVE TRAFFIC SIGN
C-1



NO.	DATE	REVISION
1	12-15-17	CDP COMMENTS
2	2-15-18	TREE WELL REMOVAL
3	3-15-18	CDM COMMENTS
4	6-15-18	CITY COMMENTS
5	7-15-18	NORTH COAST LINE REVISIONS

SEAL
PERMITTING SET

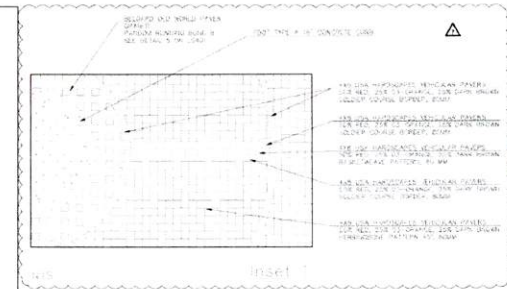
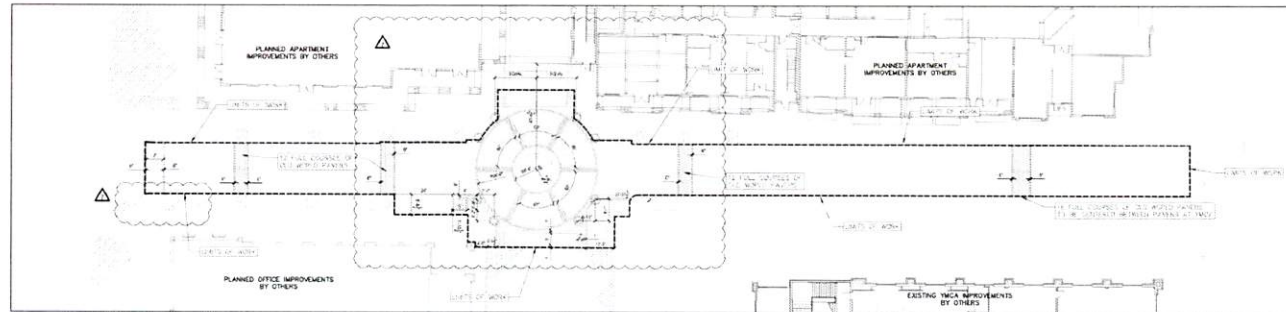
JEREMY R. KING P.E.
SEALED

Dr. By: GTP
Ck. By: JRM
Job No: 2016-122
Date: 2-13-2018

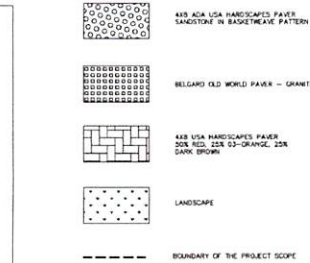
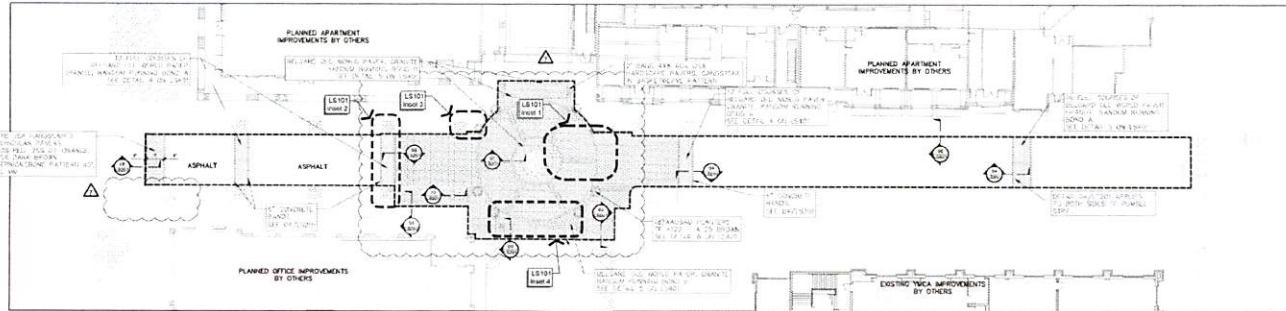
DRAWING NO.

C5.0

NOTE:
FIELD VERIFY EXACT LOCATION OF THE PLANTERS WITH LANDSCAPE ARCHITECT

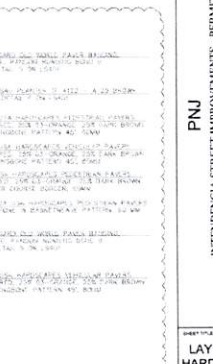
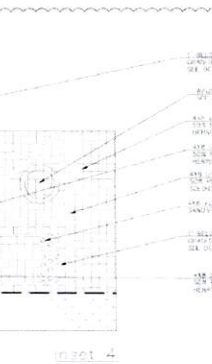
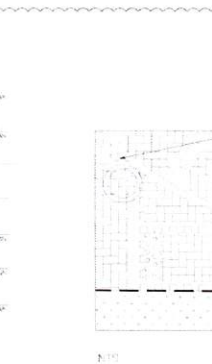
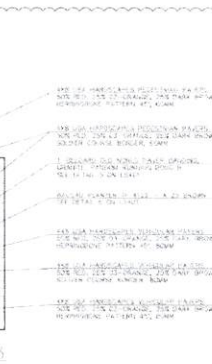
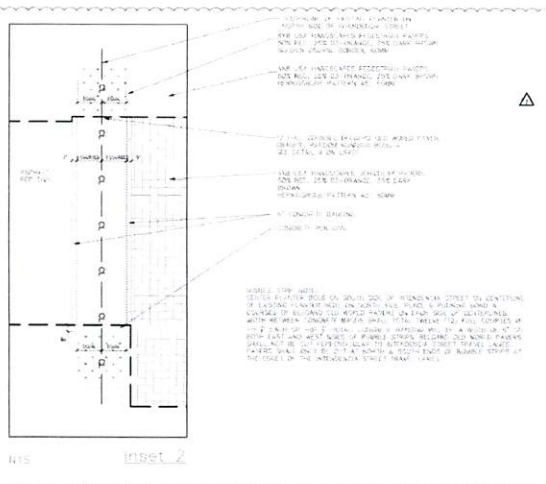


LAYOUT PLAN



NOTE: CURB LINES AND HARDSCAPE LAYOUT PER CIVIL DOCUMENTS

HARDSCAPE PLAN



ISSUE DATE	DESCRIPTION
12/12/2018	01
01/02/2019	02
01/12/2019	03
02/14/2019	04
04/02/2019	05
04/02/2019	06
05/12/2019	07

ISSUE DATE	DESCRIPTION
12/12/2018	01
01/02/2019	02
01/12/2019	03
02/14/2019	04
04/02/2019	05
04/02/2019	06
05/12/2019	07

This drawing is an independent review. It shall not be used for any other purpose without the written consent of the reviewer.

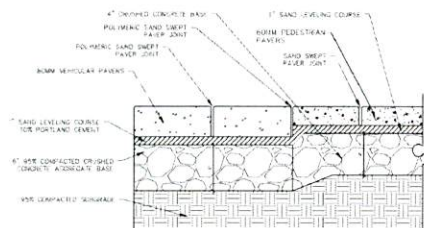
PNJ
INTERNECIA STREET IMPROVEMENTS - PERMIT SET
PENSACOLA, FLORIDA
DEVELOPED BY DAILY CONVO, LLC

SHEET TITLE
LAYOUT PLAN &
HARDSCAPE PLAN

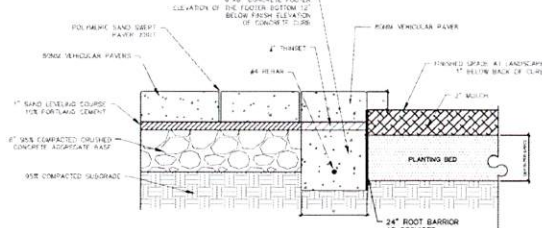
SHEET NUMBER
LS101

DATE
12/13/2017

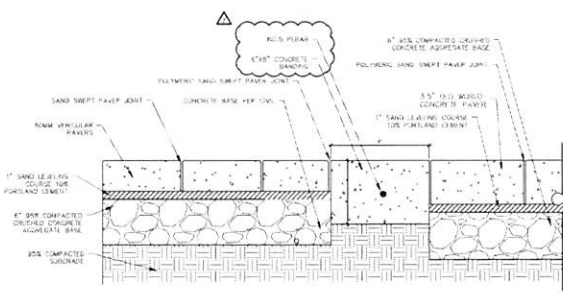
PROJECT NAME
INTERNECIA STREET IMPROVEMENTS - PERMIT SET



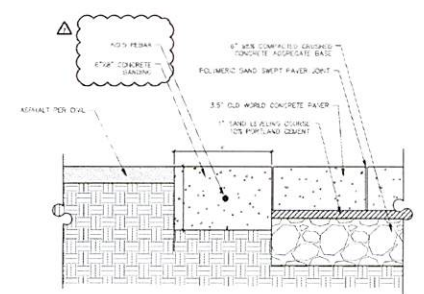
01 TYPICAL VEHICULAR PAVERS TO PEDESTRIAN PAVERS
NTS



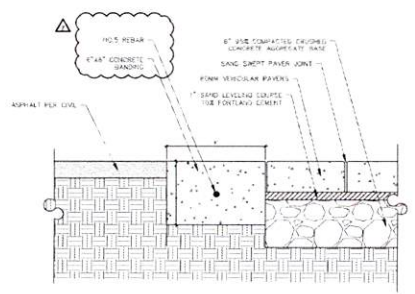
02 TYPICAL VEHICULAR PAVERS TO LANDSCAPE
NTS



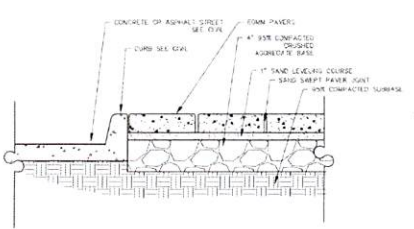
03 TYPICAL OLD WORLD PAVERS TO VEHICULAR PAVES WITH CONCRETE BAND
NTS



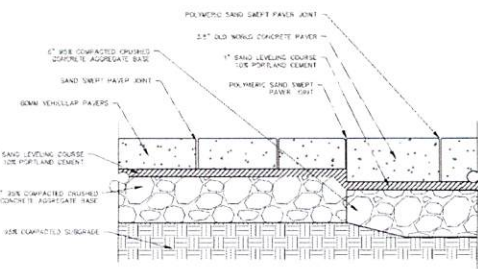
04 TYPICAL OLD WORLD PAVERS TO ASPHALT WITH CONCRETE BAND
NTS



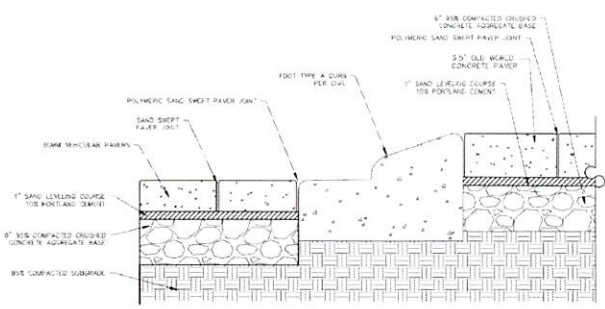
05 TYPICAL VEHICULAR PAVERS TO ASPHALT WITH CONCRETE BAND
NTS



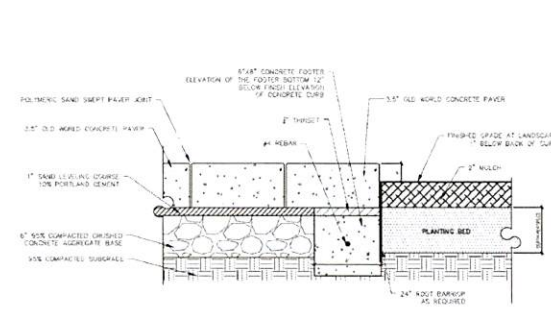
06 TYPICAL PEDESTRIAN PAVERS AT CURB
NTS



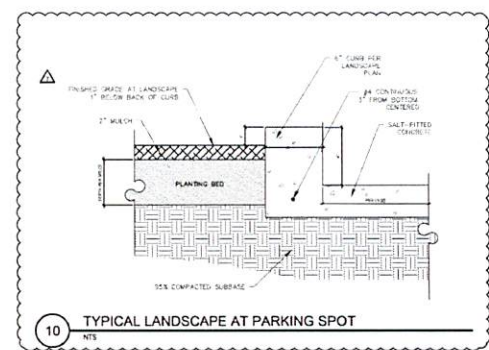
07 TYPICAL VEHICULAR PAVERS TO OLD WORLD PAVERS
NTS



08 TYPICAL VEHICULAR PAVERS TYPE A SUBBASE AT FOOT TYPE A CURB TO OLD WORLD PAVERS
NTS



09 TYPICAL OLD WORLD CONCRETE PAVERS TO LANDSCAPE
NTS

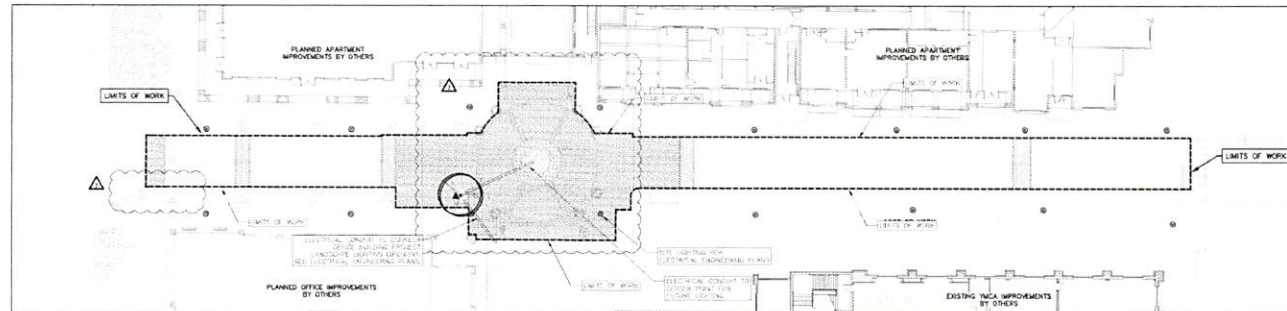


10 TYPICAL LANDSCAPE AT PARKING SPOT
NTS

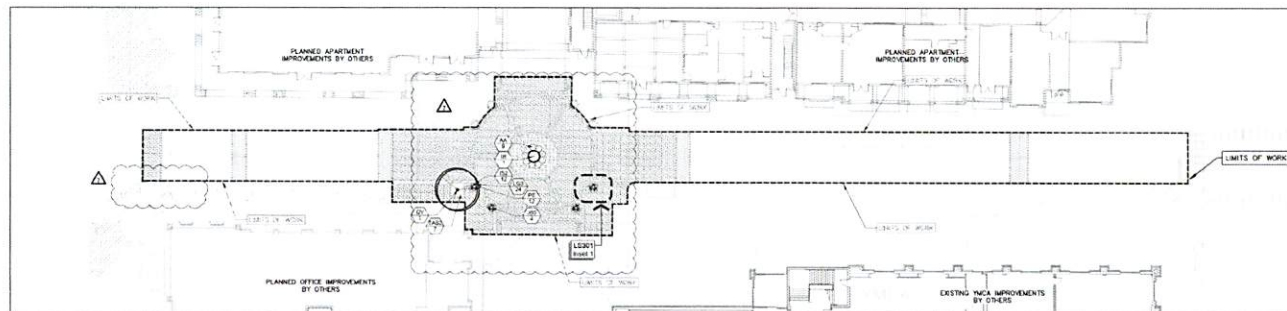
ISSUE DATE	DESCRIPTION
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02/01/2018	02
02/01/2018	03
02/01/2018	04
02/01/2018	05
02/01/2018	06
02/01/2018	07
02/01/2018	08
02/01/2018	09
02/01/2018	10

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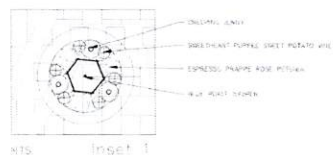
PNJ
INTENDENCIA STREET IMPROVEMENTS - PERMIT SET
PENSACOLA, FLORIDA
DEVELOPED BY DAILY CONVO, LLC



LIGHTING PLAN



LANDSCAPE PLAN



--- BOUNDARY OF THE PROJECT SCOPE

FIXTURE SCHEDULE

(1) PHILLIPS HADCO ACCENT LIGHTING

REFER TO ELECTRICAL PLANS FOR POWER SOURCE AND CIRCUITRY.
HADOQ & TESCO LANDSCAPE ACCENT LIGHTING SHALL BE ON SEPARATE
CIRCUITS FROM HOLLOWAY & JEFFERSON STREET POLE FIXTURES. LOW
VOLTAGE TRANSFORMER(S) FOR LANDSCAPE LIGHTING SHALL BE DIRECT
BURY. ALL TRANSFORMER(S) SHALL BE PLACED IN SHRUB BEDS.

NOTE: CURB LINES AND HARDSCAPE LAYOUT
PER CIVIL DOCUMENTS

LIGHTS SHALL BE FIELD LOCATED BY LANDSCAPE ARCHITECT. CONTRACTOR SHALL CONTACT OWNER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

ISSUE DATE	DESCRIPTION
01 10 2018	RI1
02 09 2018	RI2
02 13 2018	RI2
02 14 2018	RI2
04 02 2018	RI4
06 08 2018	RI6
06 12 2018	RI7

This is not to be used as an endorsement of services, is not
intended for publication, and is not to be used in any way with
regard to the services of the American Psychiatric Association.

[illegible]

NOTE:
EXCAVATE 3" EXISTING ROAD SUBBASE IN
PLANTING BED AND REPLACE WITH PLANTING
SOIL

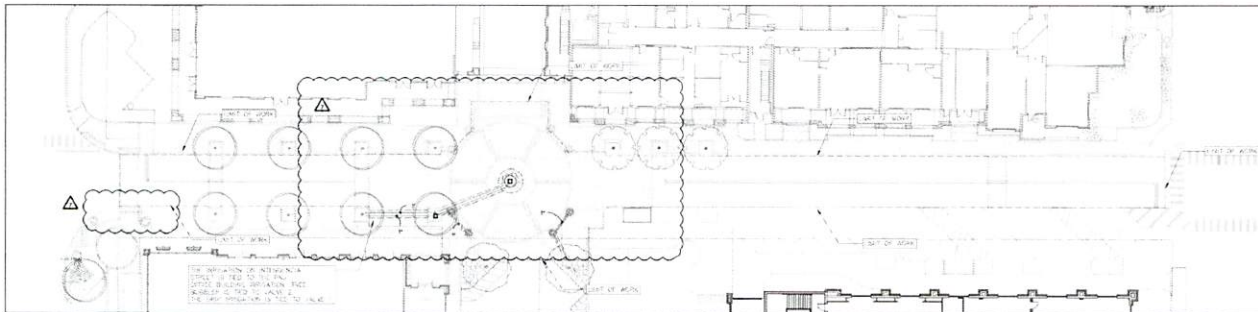
NOTE: CURB LINES AND HARDSCAPE LAYOUT
PER CIVIL DOCUMENTS

PNJ
INTENDENCIA STREET IMPROVEMENTS - PERMIT SET
PENSACOLA, FLORIDA
DEVELOPED BY DAILY CONVO, LLC

**LIGHTING PLAN &
LANDSCAPE PLAN**

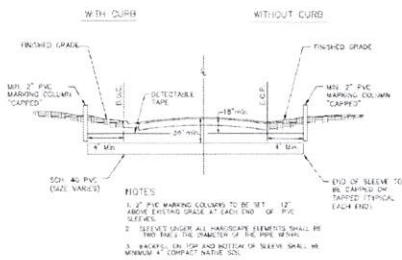
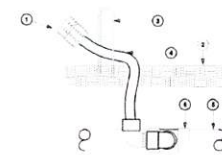
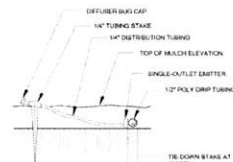
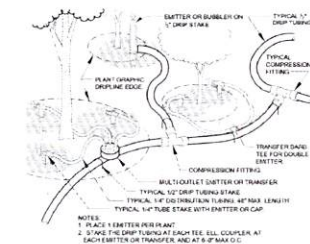
LS301

Date: 12/13/2017



IRRIIGATION SCHEDULE				
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PI	DETAIL
	Rain Bird 1800 1400 Pop-Up Flow rate: 1.0 GPM @ 25.2 PSI. All circle bodies, 1/2" FPT	2		30
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY		
	Rain Bird XBI-PC Single Outlet Pressure Compensating Drip Emitters. Flow rate: 0.5 GPM @ 25.2 PSI. 1/2" x 1/4" NPT. Comes with a self-perforating body with a barb outlet.	103		
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY		
	Irrigation Lateral Line: PVC Class 200 SDR 21 1/2"	186.6		
	Pipe Sleeve: PVC Schedule 40	72		

NOTE: CURB LINES AND HARDSCAPE LAYOUT PER CIVIL DOCUMENTS



1 TYPICAL DRIP TUBING
N.T.S.

2 DRIP EMITTER AT 1/4" TUBING
N.T.S.

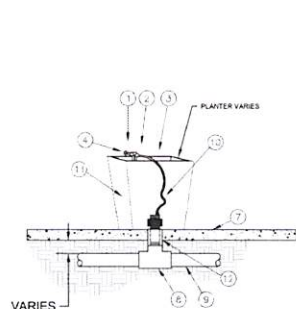
3 POP UP FLOOD BUBBLER
RAIN BIRD 1402 ON 1804 POP-UP
N.T.S.

4 IRRIGATION SLEEVE
N.T.S.

IRRIIGATION NOTES:

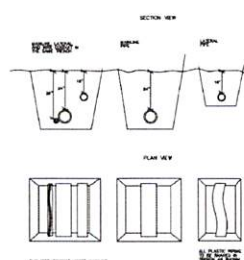
1. Locate all underground utilities, electrical wiring, water, sewer, telephone, cable tv, and other underground lines before landscape and irrigation installation.
2. Irrigation controller shall be located inside building as shown.
3. Element location on the drawings is schematic showing intent.
4. The sensors shall be located in such a manner so that they are unobstructed, and directly exposed to natural rainfall, wind, and sunlight from all directions, but not to runoff water from swales or other surfaces.
5. Irrigation scheduling shall be schedule 40 PVC, 2X total pipe diameter.
6. The landscape bid shall be for the irrigation materials specified. Requests to use equal substitute materials shall be submitted to the landscape architect in writing and owner's approval given in writing before the substitution is allowed. Requests to use equal, substitute materials shall include complete product specifications and any cost savings to the project.
7. If discrepancies occur between the plans, notes, and actual conditions contact the landscape architect in writing for clarification before proceeding.
8. The installer shall be familiar with all requirements for the work, and to conduct his work in a clean, safe, and workmanlike manner. The Owner reserves the right to act to protect his property and the other personnel at work there, and to make emergency repairs or take corrective action if the installer does not fulfill his obligations in a timely manner. The Owner further reserves the right to back-charge the installer to cover such expenses, to the extent allowed under applicable law.
9. Irrigation materials and workmanship shall be warranted for one year. Manufacturer's warranties shall be passed to the owner.
10. All work shall be done in accordance with prevailing codes and regulations, and Escambia County irrigation standards. It shall be the responsibility of the Contractor to verify and conform to the particular codes and regulations applicable to this location, as well as Escambia County irrigation standards. The Contractor shall be responsible for obtaining all necessary permits, including those for any new water line taps or wells, locales, and inspections.
11. Irrigation schedules are provided for informational purposes only. Contractor is responsible for performing their own take off based on plan documents.
12. Irrigation system and its components shall be installed according to manufacturers' specifications.
13. All wire splices shall occur in a valve box with DBR waterproof wire splice kits.
14. Irrigation water schedule shall be understood as informational only. Should landscape material require increased precipitation the irrigation watering schedule shall be adjusted as needed to ensure a healthy landscape.

NOTES:
1. ELEMENT LOCATION ON DRAWINGS ARE SCHEMATIC SHOWING DESIGN INTENT. ENSURE 100% IRRIGATION COVERAGE AND LOCATE PIPE IN BEDS.
2. GALLONS PER MINUTE AND PSI SHALL BE VERIFIED BY THE CONTRACTOR TO VERIFY AND CONFORM TO THE ACTUAL. GPM & PSI BE LESS THAN SPECIFIED ON IRRIGATION PLANS. THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT IN WRITING. ARCHITECT SUPPLEMENTAL INSTRUCTIONS MAY BE NECESSARY FOR CORRECT FUNCTION OF THE INTENDED IRRIGATION SYSTEM DESIGN.

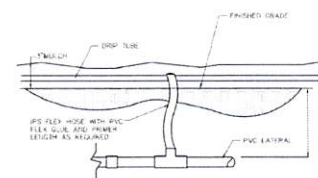


5 XERI-BUG 1/2" FPT X BARB SINGLE OUTLET EMITTER INTO PVC WITH 1/4" TUBING, STAKE AND BUG CAP
N.T.S.

1. DIFFUSER BUG CAP
2. UNIVERSAL 1/2" TUBING STAKE
3. 1/2" DISTRIBUTION TUBING
4. SINGLE OUTLET 1/2" FPT INLET X BARB OUTLET EMITTER
5. PVC SCH 40 TUBING
6. TOP OF MOUND
7. FINISH GRADE
8. PVC SCH 40 TEE OR ELB
9. PVC LATERAL PIPE
10. POLY FLEX PIPE SHAKED UP IN RAISED PLANTER, RAIN BIRD XBI-PC DISTRIBUTION TUBING AS NEEDED PER SPEC
11. RAISED PLANTERS TO BE IRRIGATED, SHAPE VARIES
12. SCH 40 SLEEVE TO FINISHED GRADE



6 PIPE AND WIRE TRENCHING
N.T.S.



7 DRIP HEADER TO DRIP TUBE
N.T.S.

PNJ
INTENDENCIA STREET IMPROVEMENTS - PERMIT SET
PENSACOLA, FLORIDA
DEVELOPED BY DAILY CONVO, LLC

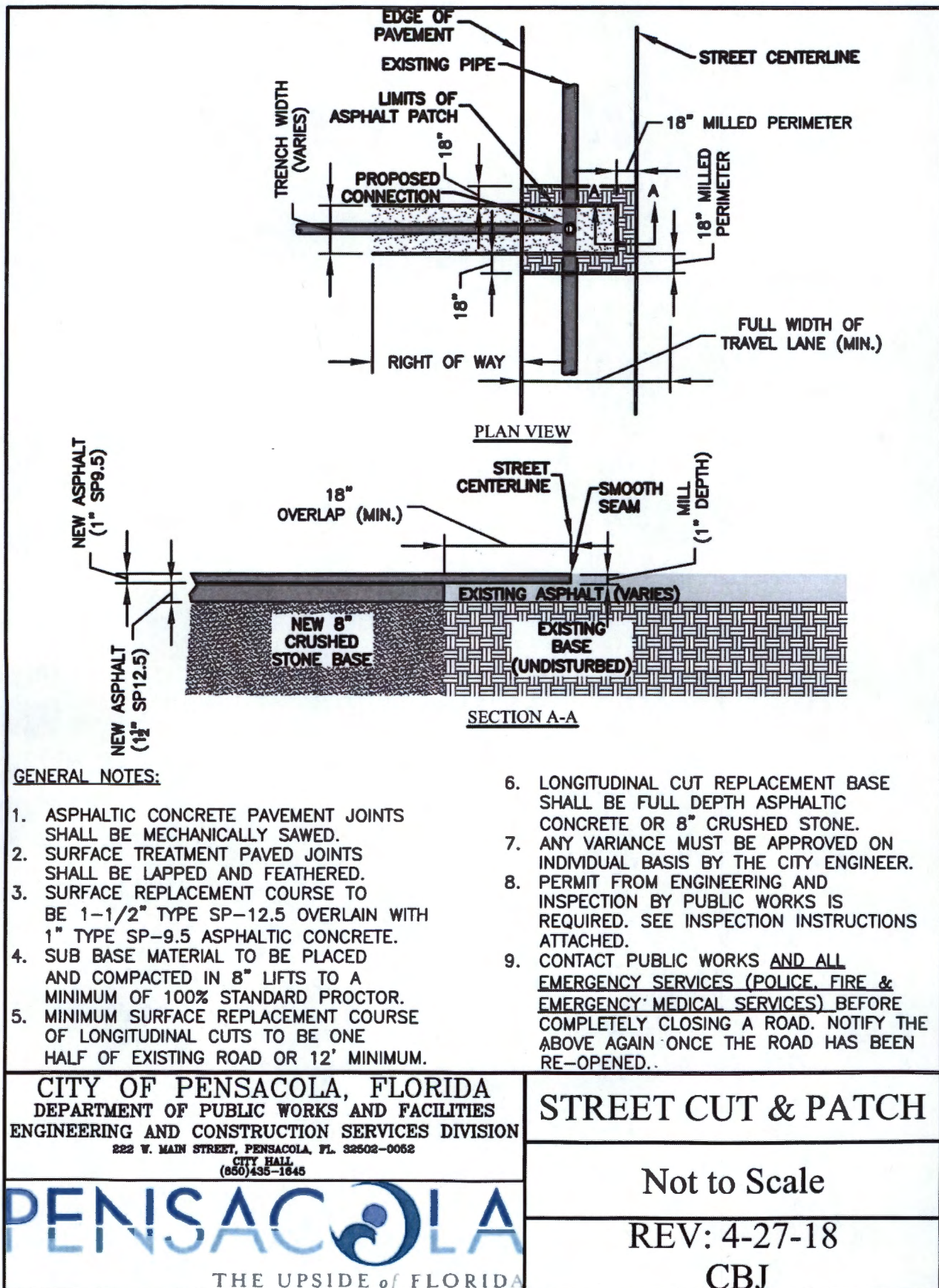
IRRIIGATION PLAN & IRRIGATION DETAILS

IR101

DATE: 12/13/2017

EXHIBIT "B-1"

**[Plans and Specs – STATUE, HARDSCAPE, OTHER IMPROVEMENTS ON
SOUTHWEST CORNER OF DAILY CONVO PROPERTY]**



GENERAL NOTES:

1. ASPHALTIC CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
2. SURFACE TREATMENT PAVED JOINTS SHALL BE LAPPED AND FEATHERED.
3. SURFACE REPLACEMENT COURSE TO BE 1-1/2" TYPE SP-12.5 OVERLAIN WITH 1" TYPE SP-9.5 ASPHALTIC CONCRETE.
4. SUB BASE MATERIAL TO BE PLACED AND COMPACTED IN 8" LIFTS TO A MINIMUM OF 100% STANDARD PROCTOR.
5. MINIMUM SURFACE REPLACEMENT COURSE OF LONGITUDINAL CUTS TO BE ONE HALF OF EXISTING ROAD OR 12' MINIMUM.

6. LONGITUDINAL CUT REPLACEMENT BASE SHALL BE FULL DEPTH ASPHALTIC CONCRETE OR 8" CRUSHED STONE.
7. ANY VARIANCE MUST BE APPROVED ON INDIVIDUAL BASIS BY THE CITY ENGINEER.
8. PERMIT FROM ENGINEERING AND INSPECTION BY PUBLIC WORKS IS REQUIRED. SEE INSPECTION INSTRUCTIONS ATTACHED.
9. CONTACT PUBLIC WORKS AND ALL EMERGENCY SERVICES (POLICE, FIRE & EMERGENCY MEDICAL SERVICES) BEFORE COMPLETELY CLOSING A ROAD. NOTIFY THE ABOVE AGAIN ONCE THE ROAD HAS BEEN RE-OPENED..

CITY OF PENSACOLA, FLORIDA
DEPARTMENT OF PUBLIC WORKS AND FACILITIES
ENGINEERING AND CONSTRUCTION SERVICES DIVISION
222 W. MAIN STREET, PENSACOLA, FL. 32502-0052
CITY HALL
(850)435-1645

PENSACOLA
THE UPSIDE of FLORIDA

STREET CUT & PATCH

Not to Scale

REV: 4-27-18

CBJ

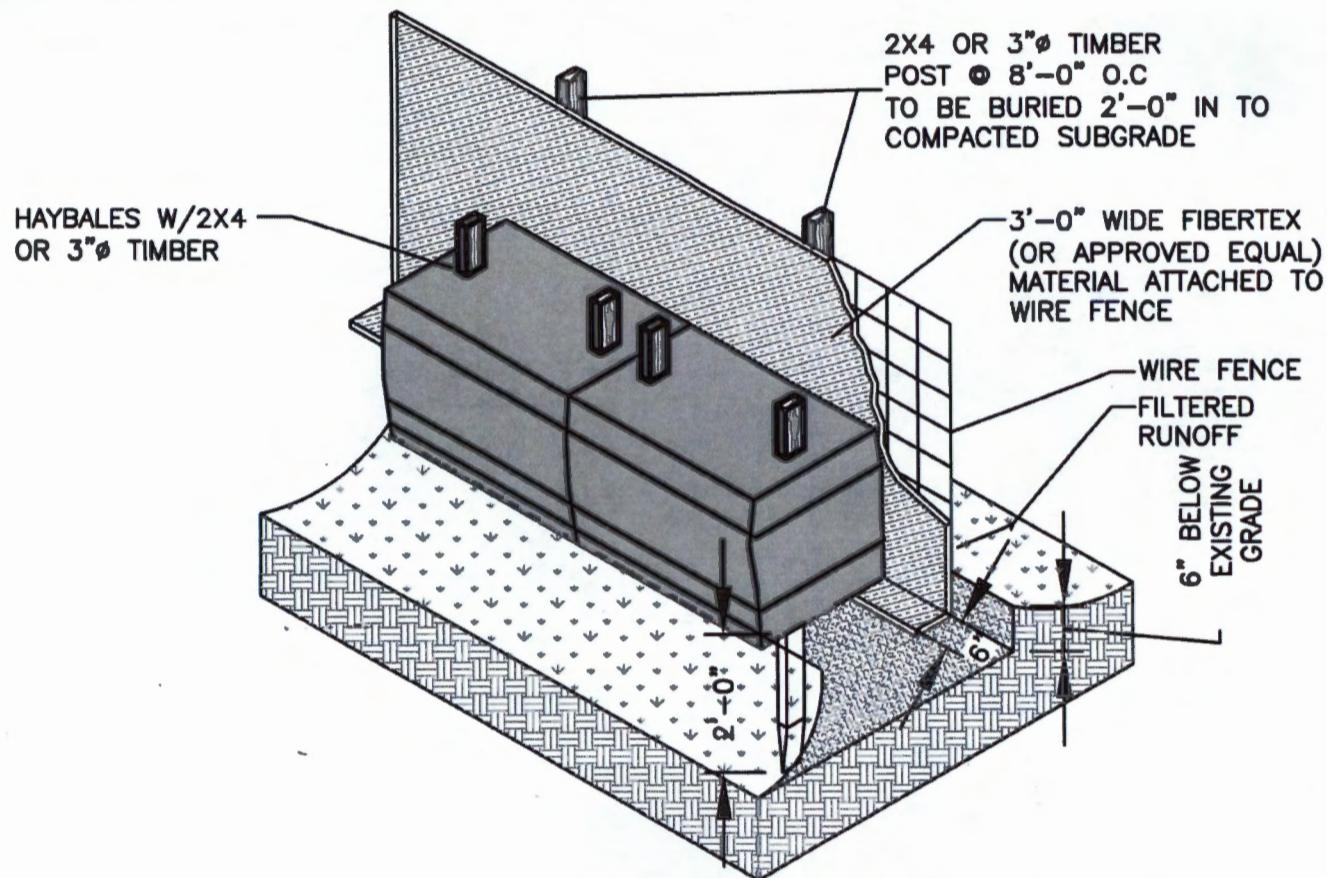
INSPECTION CUT AND PATCH OF CITY STREETS

PRELIMINARY INSPECTION

Compaction of limerock patch and milled perimeter is to be inspected by the Department of Public Works (before paving operations). If compaction, milling, or any other portion of the cut and patch section does not meet attached standards then backfill material must be removed and replaced to meet City Standards.

FINAL INSPECTION

Final inspection is conducted after the asphalt paving or other work has been completed. Please call 436-5600 between 7:30 A.M. - 4:30 P.M. to schedule the preliminary and final inspections.



NOTE: AT THE COMPLETION OF THE PROJECT AND AFTER SOIL STABILIZATION AND VEGETATIVE GROWTH HAVE BEEN ASSURED, THE SILT FENCE MUST BE COMPLETELY REMOVED AND THE EMBEDMENT TRENCH RESTORED TO A NATURAL CONDITION.

HAYBALES & SILT FENCE DETAIL

SCALE: N.T.S.

HAYBALES & SILT FENCE DETAIL

Not to Scale

REV: 4-9-19

CBJ

CITY OF PENSACOLA, FLORIDA
DEPARTMENT OF PUBLIC WORKS AND FACILITIES
ENGINEERING AND CONSTRUCTION SERVICES DIVISION
222 W. MAIN STREET, PENSACOLA, FL 32502-0068
CITY HALL
(850) 438-5800

PENSACOLA
FLORIDA'S FIRST & FUTURE

INSPECTION

EROSION CONTROL

PRELIMINARY INSPECTION

Erosion/sediment control shall be inspected and approved by City Engineering to prior commencing any demolition or construction. All erosion control measures shall be properly maintained throughout project construction and failure to comply may result in project shut-down or monetary fines.

Please call **436-5600** between 7:30 A.M.-4:30 P.M. to schedule the inspections.

RECEIVED APR 04 2010

101 E ROMANA

SOUTHTOWNE

CORNER ART INSTALLATIONS



City of Pensacola
ENGINEERING AND CONSTRUCTION SERVICES
PENSACOLA

☒ APPROVED
☐ APPROVED WITH CONDITIONS
☐ REVISE AND/OR RESUBMIT
☐ DISAPPROVED

Date: 4/13/10 City Engineer: *[Signature]*

*See conditions attached.
 **Review comments have been sent to Civil Engineer and a copy is attached herewith.

CALDWELL
ASSOCIATES ARCHITECTS
116 NORTH TARRAGONA STREET, PENSACOLA, FL 32501
(850) 433-6537 FAX: (850) 433-6537

PROJECT ISSUES:
CONSTRUCTION 12.07.2010
DOCUMENTS
PERMIT SET 02.07.2010

PROJECT TEAM:
 CIVIL
 Owner Provided
 LANDSCAPING
 Jerry Pate Design
 STRUCTURAL
 Joe DePaul Associates
 ARCHITECTURAL
 Caldwell Associates
 ELECTRICAL
 Owner Provided

CITY OF PENSACOLA INSPECTIONS DEPT.
 REVIEWED FOR COMPLIANCE
 THIS APPROVED SET OF PLANS AND SPECS ARE
 TO REMAIN ON THE JOB SITE FOR ALL CONSTRUCTION
 PERMIT # 4-12-10
 DATE 4-12-10
 INSPECTOR R. H. H. H.

PROJECT:
 SOUTHTOWNE
 ART INSTALLATION

PROJECT TEAM

ARCHITECT
 CALDWELL ASSOCIATES ARCHITECTS, INC
 H. MILLER CALDWELL, JR., RA
 116 NORTH TARRAGONA STREET
 PENSACOLA, FLORIDA 32501
 (850) 433-6537 phone
 (850) 433-6537 fax

STRUCTURAL
 JOE DEPAUL ASSOCIATES, LLC
 JOE DEPAUL, PE
 301 WEST GERARD STREET
 PENSACOLA, FLORIDA 32502
 (850) 428-1981 phone

LANDSCAPING
 JERRY PATE DESIGN
 STEVE DANA
 301 SCHUBERT DRIVE
 PENSACOLA, FLORIDA 32504
 (850) 383-6853 phone

INDEX OF DRAWINGS

SHEET NO.	SHEET NAME	SUBMITTAL DATE
GENERAL		
G001	COVER SHEET	02/07/10
G002	CONCRETE NOTES	02/07/10
ARCHITECTURAL		
A001	3D VIEW - SOUTHWEST CORNER	02/07/10
A100	SOUTHWEST CORNER PLAN	02/07/10
A100R	SOUTHWEST CORNER PLAN - REVISION 1	02/07/10
A101	PLATFORM SECTIONS & DETAILS	02/07/10
A102	BENCH ELEVATION & DETAILS	02/07/10
LANDSCAPING		
L100	LAYOUT PLAN	02/07/10
L101	LANDSCAPE PLAN	02/07/10
L102	IRRIGATION PLAN	02/07/10

LOCATION MAP (NTS)



GENERAL NOTES

- THIS SET IS TO BE PRINTED IN COLOR.
- DO NOT SCALE DRAWINGS; REFERENCE DIMENSIONS ON DRAWINGS AND FIELD VERIFY ALL MEASUREMENTS.
- ALL DISCREPANCIES OR CONFLICTING INFORMATION BETWEEN EXISTING CONDITIONS, CONSTRUCTION DRAWINGS, AND SPECIFICATIONS ARE TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR RESOLUTION BEFORE COMMITTING TO WORK OUTLINED.
- KEYNOTE NUMBERING SEQUENCE FOUND ON ONE SHEET IS INDEPENDANT FROM OTHER SHEETS IN THE SET.
- LANDSCAPING PLAN AND DETAILS PROVIDED BY OTHERS, COORDINATE ALL WORK.
- CONTRACTOR TO SURVEY SITE FOR UNDERGROUND UTILITIES PRIOR TO EXCAVATION AND NOTIFY ARCHITECT OF ANY CONFLICTS BEFORE COMMENCING CONSTRUCTION.
- THIS PROJECT IS DESIGNED TO MEET THE REQUIREMENTS OF THE FLORIDA BUILDING CODE 2017.

RECEIVED APR 04 2010

101 EAST ROMANA ST.
 PENSACOLA, FL

ARCHITECT'S SEAL

[Signature]

H. MILLER CALDWELL, JR.
 RA 7466

PROJECT NO.: 18009
 SHEET TITLE:
 COVER SHEET

SHEET NUMBER:

G001

PERMIT SET

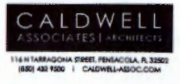
- 3.00 **REINFORCED CONCRETE**
- A. ALL CONCRETE WORK SHALL CONFORM TO ACI 301-14, SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS, DESIGN IS BASED ON ACI 318-14, BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE, DETAIL CONCRETE REINFORCEMENT AND ACCESSORIES IN ACCORDANCE WITH ACI 315, DETAILING MANUAL, DETAIL ALL CONCRETE WALLS AND BEAMS ON THE SHOP DRAWINGS IN ELEVATION UNLESS SPECIALLY APPROVED OTHERWISE. SUBMIT SHOP DRAWINGS FOR APPROVAL, SHOWING ALL FABRICATION DIMENSIONS AND LOCATIONS FOR PLACING REINFORCING STEEL AND ACCESSORIES. DO NOT BEGIN FABRICATION UNTIL SHOP DRAWINGS ARE COMPLETED AND REVIEWED.
- 3.02 UNLESS NOTED OTHERWISE, ALL CONCRETE SHALL BE NORMAL WEIGHT AND HAVE 4,000 PSI MINIMUM 28 DAY COMPRESSIVE STRENGTH. PROVIDE 5% ± 1% AIR ENTRAINMENT IN CONCRETE WALLS.
- 3.03 REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60 UNLESS NOTED OTHERWISE.
- 3.04 THE PROPOSED MATERIALS AND MIX DESIGN SHALL BE FULLY DOCUMENTED AND REVIEWED BY THE CONTRACTOR'S TESTING LABORATORY. RESPONSIBILITY FOR OBTAINING THE REQUIRED DESIGN STRENGTH IS THE CONTRACTOR'S.
- 3.05 USE OF CALCIUM CHLORIDE, CHLORIDE IONS, OR OTHER SALTS IN CONCRETE IS NOT PERMITTED.
- C. CHAMFER OR ROUND ALL EXPOSED CORNERS A MINIMUM OF 3/4".
- 3.07 TIE ALL REINFORCING STEEL AND EMBEDMENTS SECURELY IN PLACE PRIOR TO PLACING CONCRETE. PROVIDE SUFFICIENT SUPPORTS TO MAINTAIN THE POSITION OF REINFORCEMENT WITHIN SPECIFIED TOLERANCE DURING ALL CONSTRUCTION ACTIVITIES. "STICKING" DOWELS INTO WET CONCRETE IS NOT PERMITTED.
- 3.08 PROVIDE CONTINUOUS REINFORCEMENT WHEREVER POSSIBLE; SPlice ONLY AS SHOWN OR APPROVED; STAGGER SPlice WHERE POSSIBLE. USE FULL TENSION SPlice (CLASS "B") UNLESS NOTED OTHERWISE. DOWELS SHALL MATCH THE SIZE AND SPACING OF THE SPECIFIED REINFORCEMENT AND SHALL BE LAPPED WITH FULL TENSION SPlices (CLASS "B") UNLESS NOTED OTHERWISE. PROVIDE CORNER BARS AT ALL CONTINUOUS REINFORCING WITH FULL CLASS "B" LAP SPlice.
- 3.09 REINFORCING STEEL SHALL HAVE THE FOLLOWING CONCRETE COVER UNLESS NOTED OTHERWISE (PER ACI 318):
A. CONCRETE CAST AGAINST EARTH: 3"
B. FORMED CONCRETE: 2"
- 3.10 DO NOT PLACE DUCTS EXCEEDING ONE-THIRD THE SLAB OR WALL THICKNESS WITHIN THE SLAB OR WALL UNLESS SPECIALLY SHOWN AND DETAILED ON STRUCTURAL DRAWINGS.
- 3.11 DO NOT WELD OR TACK WELD REINFORCING STEEL UNLESS APPROVED OR DIRECTED BY THE STRUCTURAL ENGINEER.
- 3.12 **FORMWORK**
- A. DESIGN, ERECT, SHORE, BRACE, AND MAINTAIN FORMWORK, ACCORDING TO ACI 301, TO SUPPORT VERTICAL, LATERAL, STATIC, AND DYNAMIC LOADS, AND CONSTRUCTION LOADS THAT MIGHT BE APPLIED, UNTIL STRUCTURE CAN SUPPORT SUCH LOADS.
- B. CONSTRUCT FORMWORK SO CONCRETE MEMBERS AND STRUCTURES ARE OF SIZE, SHAPE, ALIGNMENT, ELEVATION, AND POSITION INDICATED, WITHIN TOLERANCE LIMITS OF ACI 117.
- C. LIMIT DEFLECTION OF FORM-FACING PANELS TO NOT EXCEED ACI 308.1 REQUIREMENTS. LIMIT CONCRETE SURFACE IRREGULARITIES, DESIGNATED BY ACI 347 AS ABRUPT OR GRADUAL, AS FOLLOWS:
RETAIN SURFACE CLASSES, USUALLY TWO OR MORE, IN TWO SUBPARAGRAPHS BELOW. SEE DISCUSSION IN "FORMWORK" ARTICLE IN THE EVALUATIONS. COORDINATE WITH ROUGH- AND SMOOTH-FORM FINISHES IN "FINISHING FORMED SURFACES" ARTICLE.
1. CLASS A, 1/8 INCH (3.2 MM) FOR SMOOTH-FORMED FINISHED SURFACES.
2. CLASS B, 1/4 INCH (6.4 MM) FOR ROUGH-FORMED FINISHED SURFACES.
- D. FOR THE PERIMETER RETAINING WALLS THAT ARE EXPOSED TO VIEW, CONSTRUCT FORMS TO RESULT IN CAST-IN-PLACE ARCHITECTURAL CONCRETE THAT COMPLIES WITH ACI 117 (AS 117B).
- E. FABRICATE FORMS FOR EASY REMOVAL WITHOUT HAMMERING OR PRYING AGAINST CONCRETE SURFACES. PROVIDE CRUSH OR WRECKING PLATES WHERE STRIPPING MAY DAMAGE CAST CONCRETE SURFACES. PROVIDE TOP FORMS FOR INCLUDED SURFACES STEEPER THAN 1.5 HORIZONTAL TO 1 VERTICAL.
1. INSTALL KEYWAYS, REGULETS, NECESSSES, AND THE LIKE, FOR EASY REMOVAL.
2. DO NOT USE RUST-STAINED STEEL FORM-FACING MATERIAL.
- F. SET EDGE FORMS, BULKHEADS, AND INTERMEDIATE SCREED STRIPS FOR SLABS TO ACHIEVE REQUIRED ELEVATIONS AND SLOPES IN FINISHED CONCRETE SURFACES. PROVIDE AND SECURE TIES TO SUPPORT SCREED STRIPS; USE STRIKE-OFF TEMPLATES OR COMPACTING-TYPE SCREDS.
- G. PROVIDE TEMPORARY OPENINGS FOR CLEANOUTS AND INSPECTION PORTS WHERE INTERIOR AREA OF FORMWORK IS INACCESSIBLE. CLOSE OPENINGS WITH PANELS TIGHTLY FITTED TO FORMS AND SECURELY BRACED TO PREVENT LOSS OF CONCRETE MORTAR. LOCATE TEMPORARY OPENINGS IN FORMS AT INCONSPICUOUS LOCATIONS.
- H. CHAMFER EXTERIOR CORNERS AND EDGES OF PERMANENTLY EXPOSED CONCRETE.
- I. FORM OPENINGS, CHASES, OFFSETS, SINKAGES, KEYWAYS, REGULETS, BLOCKING, SCREDS, AND BULKHEADS REQUIRED IN THE WORK. DETERMINE SIZES AND LOCATIONS FROM TRADES PROVIDING SUCH ITEMS.
- J. CLEAN FORMS AND ADJACENT SURFACES TO RECEIVE CONCRETE. REMOVE CHIPS, WOOD, SAND/UST, DIRT, AND OTHER DEBRIS JUST BEFORE PLACING CONCRETE.
- K. RETIGHTEN FORMS AND BRACING BEFORE PLACING CONCRETE, AS REQUIRED, TO PREVENT MORTAR LEAKS AND MAINTAIN PROPER ALIGNMENT.
- L. COAT CONTACT SURFACES OF FORMS WITH FORM-RELEASE AGENT, ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS, BEFORE PLACING REINFORCEMENT.
- 3.13 **COLD-WEATHER PLACEMENT:** COMPLY WITH ACI 308.1 AND AS FOLLOWS. PROTECT CONCRETE WORK FROM PHYSICAL DAMAGE OR REDUCED STRENGTH THAT COULD BE CAUSED BY FROST, FREEZING ACTIONS, OR LOW TEMPERATURES
A. WHEN AVERAGE HIGH AND LOW TEMPERATURE IS EXPECTED TO FALL BELOW 40 DEG F (4.4 DEG C) FOR THREE SUCCESSIVE DAYS, MAINTAIN DELIVERED CONCRETE MIXTURE TEMPERATURE WITHIN THE TEMPERATURE RANGE REQUIRED BY ACI 301.
B. DO NOT USE FROZEN MATERIALS OR MATERIALS CONTAINING ICE OR SNOW. DO NOT PLACE CONCRETE ON FROZEN SUBGRADE OR ON SUBGRADE CONTAINING FROZEN MATERIALS.
C. DO NOT USE CALCIUM CHLORIDE, SALT, OR OTHER MATERIALS CONTAINING ANTIFREEZE AGENTS OR CHEMICAL ACCELERATORS UNLESS OTHERWISE SPECIFIED AND APPROVED IN MIXTURE DESIGNS.

3.14 FINISHING FORMED SURFACES:

- A. **ROUGH-FORMED FINISH:** AS-CAST CONCRETE TEXTURE IMPARTED BY FORM-FACING MATERIAL, WITH THE HOLES AND DEFECTS REPAIRED AND PATCHED. REMOVE FINIS AND OTHER PROJECTIONS THAT EXCEED SPECIFIED LIMITS ON FORMED-SURFACE IRREGULARITIES.
1. APPLY TO CONCRETE SURFACES NOT EXPOSED TO PUBLIC VIEW.
- B. **SMOOTH-FORMED FINISH:** AS-CAST CONCRETE TEXTURE IMPARTED BY FORM-FACING MATERIAL, ARRANGED IN AN ORDERLY AND SYMMETRICAL MANNER WITH A MINIMUM OF SEAMS. REPAIR AND PATCH THE HOLES AND DEFECTS. REMOVE FINIS AND OTHER PROJECTIONS THAT EXCEED SPECIFIED LIMITS ON FORMED-SURFACE IRREGULARITIES.
1. APPLY TO CONCRETE SURFACES EXPOSED TO PUBLIC VIEW, AND TO RECEIVE A RUBBED FINISH.
- C. **RUBBED FINISH:**
1. CORK-FLOATED FINISH: WET CONCRETE SURFACES AND APPLY A STIFF GROUT, MIX 1 PART PORTLAND CEMENT AND 1 PART FINE SAND WITH A 1:1 MIXTURE OF BONDING AGENT AND WATER. ADD WHITE PORTLAND CEMENT IN AMOUNTS DETERMINED BY TRIAL PATCHES, SO COLOR OF GROUT MATCHES ADJACENT SURFACES. COMPRESS GROUT INTO VOIDS BY GRINDING SURFACE. IN A SWIRLING MOTION, FINISH SURFACE WITH A CORK FLOAT.
2. APPLICATION IS LIMITED TO VISIBLE WALL SURFACES.
- D. **RELATED UNFORMED SURFACES:** AT TOPS OF WALLS, HORIZONTAL OFFSETS, AND SIMILAR UNFORMED SURFACES ADJACENT TO FORMED SURFACES, STRIKE OFF SMOOTH AND FINISH WITH A TEXTURE MATCHING ADJACENT FORMED SURFACES. CONTINUE FINAL SURFACE TREATMENT OF FORMED SURFACES UNIFORMLY ACROSS ADJACENT UNFORMED SURFACES UNLESS OTHERWISE INDICATED.
- 3.15 **CONCRETE SURFACE REPAIRS**
- A. **DEFECTIVE CONCRETE:** REPAIR AND PATCH DEFECTIVE AREAS WHEN APPROVED BY ARCHITECT. REMOVE AND REPLACE CONCRETE THAT CANNOT BE REPAIRED AND PATCHED TO ARCHITECT'S APPROVAL.
- B. **PATCHING MORTAR:** MIX DRY-PACK PATCHING MORTAR, CONSISTING OF ONE PART PORTLAND CEMENT TO TWO AND ONE-HALF PARTS FINE AGGREGATE PASSING A NO. 16 (1.18-MM) SIEVE, USING ONLY ENOUGH WATER FOR HANDLING AND PLACING. INSERT PROVISION FOR TESTING REPAIR TECHNIQUE ON A MOCKUP OR SURFACE TO BE CONCEALED LATER, BEFORE REPAIRING SURFACES.
- C. **REPAIRING FORMED SURFACES:** SURFACE DEFECTS INCLUDE COLOR AND TEXTURE IRREGULARITIES, CRACKS, SPALLS, AIR BUBBLES, HONEYCOMBS, ROCK POCKETS, FINIS AND OTHER PROJECTIONS ON THE SURFACE, AND STAINS AND OTHER DISCOLORATIONS THAT CANNOT BE REMOVED BY CLEANING.
1. IMMEDIATELY AFTER FORM REMOVAL, CUT OUT HONEYCOMBS, ROCK POCKETS, AND VOIDS MORE THAN 1/2 INCH (13 MM) IN ANY DIMENSION TO SOLID CONCRETE. LIMIT CUT DEPTH TO 3/4 INCH (19 MM). MAKE EDGES OF CUTS PERPENDICULAR TO CONCRETE SURFACE. CLEAN, DAMPEN WITH WATER, AND BRUSH-COAT HOLES AND VOIDS WITH BONDING AGENT. FILL AND COMPACT WITH PATCHING MORTAR BEFORE BONDING AGENT HAS DRIED. FILL FORM-TYPE VOIDS WITH PATCHING MORTAR OR GROUT PLUS SECURED IN PLACE WITH BONDING AGENT.
2. REPAIR DEFECTS ON SURFACES EXPOSED TO VIEW BY BLENDING WHITE PORTLAND CEMENT AND STANDARD PORTLAND CEMENT SO THAT, WHEN DRY, PATCHING MORTAR WILL MATCH SURROUNDING COLOR. PATCH A TEST AREA AT INCONSPICUOUS LOCATIONS TO VERIFY MORTAR COLOR MATCH BEFORE PROCEEDING WITH PATCHING. COMPACT MORTAR IN PLACE AND STRIKE OFF SLIGHTLY HIGHER THAN SURROUNDING SURFACE.
3. REPAIR DEFECTS ON CONCEALED FORMED SURFACES THAT AFFECT CONCRETE'S DURABILITY AND STRUCTURAL PERFORMANCE AS DETERMINED BY ARCHITECT.
- D. **REPAIRING UNFORMED SURFACES:** TEST UNFORMED SURFACES, SUCH AS FLOORS AND SLABS, FOR FINIS AND VERIFY SURFACE TOLERANCES SPECIFIED FOR EACH SURFACE. CORRECT LOW AND HIGH AREAS. TEST SURFACES SLOPED TO DRAIN FOR TRUENESS OF SLOPE AND SMOOTHNESS; USE A SLOPED TEMPLATE.
1. REPAIR FINISHED SURFACES CONTAINING DEFECTS. SURFACE DEFECTS INCLUDE SPALLS, POPOUTS, HONEYCOMBS, ROCK POCKETS, CRACKING AND CRACKS IN EXCESS OF 0.01 INCH (0.25 MM) WIDE OR THAT PENETRATE TO REINFORCEMENT OR COMPLETELY THROUGH UNREINFORCED SECTIONS REGARDLESS OF WIDTH, AND OTHER OBJECTIONABLE CONDITIONS.
2. AFTER CONCRETE HAS CURED AT LEAST 14 DAYS, CORRECT HIGH AREAS BY GRINDING.
3. CORRECT LOCALIZED LOW AREAS DURING OR IMMEDIATELY AFTER COMPLETING SURFACE FINISHING OPERATIONS BY CUTTING OUT LOW AREAS AND REPLACING WITH PATCHING MORTAR. FINISH REPAIRED AREAS TO BLEND INTO ADJACENT CONCRETE.
4. CORRECT OTHER LOW AREAS SCHEDULED TO RECEIVE FLOOR COVERINGS WITH A REPAIR UNDERLAYMENT. PREPARE, MIX, AND APPLY REPAIR UNDERLAYMENT AND PRIMER ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS TO PRODUCE A SMOOTH, UNIFORM, PLANE, AND LEVEL SURFACE. FEATHER EDGES TO MATCH ADJACENT FLOOR ELEVATIONS.
5. CORRECT OTHER LOW AREAS SCHEDULED TO REMAIN EXPOSED WITH A REPAIR TOPPING. CUT OUT LOW AREAS TO ENSURE A MINIMUM REPAIR TOPPING DEPTH OF 1/4 INCH (6 MM) TO MATCH ADJACENT FLOOR ELEVATIONS. PREPARE, MIX, AND APPLY REPAIR TOPPING AND PRIMER ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS TO PRODUCE A SMOOTH, UNIFORM, PLANE, AND LEVEL SURFACE.
6. REPAIR DEFECTIVE AREAS, EXCEPT RANDOM CRACKS AND SINGLE HOLES 1 INCH (25 MM) OR LESS IN DIAMETER, BY CUTTING OUT AND REPLACING WITH FRESH CONCRETE. REMOVE DEFECTIVE AREAS WITH CLEAN SQUARE CUTS AND EXPOSE STEEL REINFORCEMENT WITH AT LEAST A 3/4-INCH (19-MM) CLEARANCE ALL AROUND. DAMPEN CONCRETE SURFACES IN CONTACT WITH PATCHING CONCRETE AND APPLY BONDING AGENT. MIX PATCHING CONCRETE OF SAME MATERIALS AND MIXTURE AS ORIGINAL CONCRETE EXCEPT WITHOUT COARSE AGGREGATE. PLACE, COMPACT, AND FINISH TO BLEND WITH ADJACENT FINISHED CONCRETE. CURE IN SAME MANNER AS ADJACENT CONCRETE.
7. REPAIR RANDOM CRACKS AND SINGLE HOLES 1 INCH (25 MM) OR LESS IN DIAMETER WITH PATCHING MORTAR. GROOVE TOP OF CRACKS AND CUT OUT HOLES TO SOUND CONCRETE AND CLEAN OFF DUST, DIRT, AND LOOSE PARTICLES. DAMPEN CLEANED CONCRETE SURFACES AND APPLY BONDING AGENT. PLACE PATCHING MORTAR BEFORE BONDING AGENT HAS DRIED. COMPACT PATCHING MORTAR AND FINISH TO MATCH ADJACENT CONCRETE. KEEP PATCHED AREA CONTINUOUSLY MOIST FOR AT LEAST 72 HOURS.
- E. PERFORM STRUCTURAL REPAIRS OF CONCRETE, SUBJECT TO ARCHITECT'S APPROVAL, USING EPOXY ADHESIVE AND PATCHING MORTAR.
- F. REPAIR MATERIALS AND INSTALLATION NOT SPECIFIED ABOVE MAY BE USED, SUBJECT TO ARCHITECT'S APPROVAL.

3.16 FIELD QUALITY CONTROL

- A. TESTING AND INSPECTING: CONTRACTOR SHALL ENGAGE A QUALIFIED TESTING AND INSPECTING AGENCY TO PERFORM TESTS AND INSPECTIONS AND TO SUBMIT REPORTS.
- B. **CONCRETE TESTS:** TESTING OF COMPOSITE SAMPLES OF FRESH CONCRETE OBTAINED ACCORDING TO ASTM C 172 SHALL BE PERFORMED ACCORDING TO THE FOLLOWING REQUIREMENTS:
1. TESTING FREQUENCY: OBTAIN ONE COMPOSITE SAMPLE FOR EACH DAY'S POUR OF EACH CONCRETE MIXTURE EXCEEDING 5 CU. YD. (4 CU. M), BUT LESS THAN 25 CU. YD. (19 CU. M), PLUS ONE SET FOR EACH ADDITIONAL 50 CU. YD. (38 CU. M) OR FRACTION THEREOF.
A. WHEN FREQUENCY OF TESTING WILL PROVIDE FEWER THAN FIVE COMPRESSIVE-STRENGTH TESTS FOR EACH CONCRETE MIXTURE, TESTING SHALL BE CONDUCTED FROM AT LEAST FIVE RANDOMLY SELECTED BATCHES OR FROM EACH BATCH IF FEWER THAN FIVE ARE USED.
2. SLUMP: ASTM C 143/C 143M; ONE TEST AT POINT OF PLACEMENT FOR EACH COMPOSITE SAMPLE, BUT NOT LESS THAN ONE TEST FOR EACH DAY'S POUR OF EACH CONCRETE MIXTURE. PERFORM ADDITIONAL TESTS WHEN CONCRETE CONSISTENCY APPEARS TO CHANGE.
3. AIR CONTENT: ASTM C 231, PRESSURE METHOD, FOR NORMAL-WEIGHT CONCRETE; ONE TEST FOR EACH COMPOSITE SAMPLE, BUT NOT LESS THAN ONE TEST FOR EACH DAY'S POUR OF EACH CONCRETE MIXTURE.
4. CONCRETE TEMPERATURE: ASTM C 1064/C 1064M; ONE TEST HOURLY WHEN AIR TEMPERATURE IS 40 DEG F (4.4 DEG C) AND BELOW AND WHEN 40 DEG F (7.2 DEG C) AND ABOVE, AND ONE TEST FOR EACH COMPOSITE SAMPLE.
5. COMPRESSION TEST SPECIMENS: ASTM C 311/C 311M.
A. CAST AND LABORATORY CURE TWO SETS OF TWO STANDARD CYLINDER SPECIMENS FOR EACH COMPOSITE SAMPLE.
FIELD-CURED SPECIMENS IN FIRST SUBPARAGRAPH BELOW MAY BE REQUIRED TO VERIFY ADEQUACY OF CURING AND PROTECTION OF CONCRETE.
6. COMPRESSIVE-STRENGTH TESTS: ASTM C 39/C 39M; TEST ONE SET OF TWO LABORATORY-CURED SPECIMENS AT 7 DAYS AND ONE SET OF TWO SPECIMENS AT 28 DAYS.
A. A COMPRESSIVE-STRENGTH TEST SHALL BE THE AVERAGE COMPRESSIVE STRENGTH FROM A SET OF TWO SPECIMENS OBTAINED FROM SAME COMPOSITE SAMPLE AND TEST AT AGE INDICATED.
7. STRENGTH OF EACH CONCRETE MIXTURE WILL BE SATISFACTORY IF EVERY AVERAGE OF ANY THREE CONSECUTIVE COMPRESSIVE-STRENGTH TESTS EQUALS OR EXCEEDS SPECIFIED COMPRESSIVE STRENGTH AND NO COMPRESSIVE-STRENGTH TEST VALUE FALLS BELOW SPECIFIED COMPRESSIVE STRENGTH BY MORE THAN 500 PSI (3.4 MPa).
8. TEST RESULTS SHALL BE REPORTED IN WRITING TO ARCHITECT, CONCRETE MANUFACTURER, AND CONTRACTOR WITHIN 48 HOURS OF TESTING. REPORTS OF COMPRESSIVE-STRENGTH TESTS SHALL CONTAIN PROJECT IDENTIFICATION NAME AND NUMBER, DATE OF CONCRETE PLACEMENT, NAME OF CONCRETE TESTING AND INSPECTING AGENCY, LOCATION OF CONCRETE BATCH IN WORK, DESIGN COMPRESSIVE STRENGTH AT 28 DAYS, CONCRETE MIXTURE PROPORTIONS AND MATERIALS, COMPRESSIVE BREAKING STRENGTH, AND TYPE OF BREAK FOR BOTH 7- AND 28-DAY TESTS.
9. NONDESTRUCTIVE TESTING: IMPACT HAMMER, SONOSCOPE, OR OTHER NONDESTRUCTIVE DEVICE MAY BE PERMITTED BY ARCHITECT BUT WILL NOT BE USED AS SOLE BASIS FOR APPROVAL OR REJECTION OF CONCRETE.
10. ADDITIONAL TESTS: TESTING AND INSPECTING AGENCY SHALL MAKE ADDITIONAL TESTS OF CONCRETE WHEN TEST RESULTS INDICATE THAT SLUMP, AIR ENTRAINMENT, COMPRESSIVE STRENGTH, OR OTHER REQUIREMENTS HAVE NOT BEEN MET, AS DIRECTED BY ARCHITECT. TESTING AND INSPECTING AGENCY MAY CONDUCT TESTS TO DETERMINE ADEQUACY OF CONCRETE BY CORED CYLINDERS COMPLYING WITH ASTM C 42/C 42M OR BY OTHER METHODS AS DIRECTED BY ARCHITECT.
11. ADDITIONAL TESTING AND INSPECTING, AT CONTRACTOR'S EXPENSE, WILL BE PERFORMED TO DETERMINE COMPLIANCE OF REPLACES OR ADDITIONAL WORK WITH SPECIFIED REQUIREMENTS.
12. CORRECT DEFICIENCIES IN THE WORK THAT TEST REPORTS AND INSPECTIONS INDICATE DO NOT COMPLY WITH THE CONTRACT DOCUMENTS.



PROJECT ISSUES:
CONSTRUCTION DOCUMENTS
PERMIT SET

PROJECT TEAM:
CIVIL
Owner Provided
LANDSCAPING
Amy Tate Design
STRUCTURAL
Joe DePauli Associates
ARCHITECTURAL
Caldwell Associates
ELECTRICAL
Owner Provided

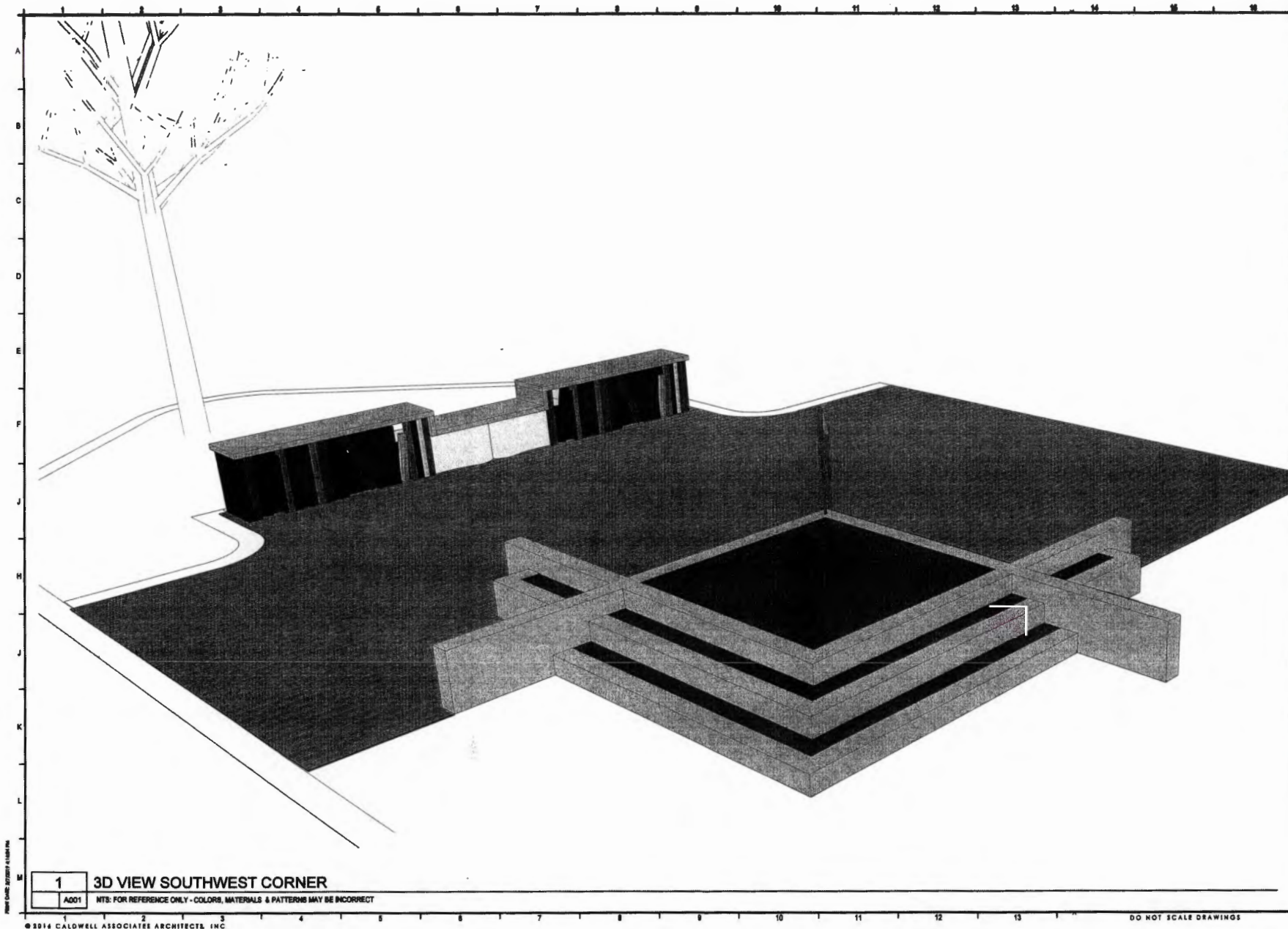
PROJECT:
SOUTH TOWNE
ART INSTALLATION

101 EAST ROMANA ST.
PENSACOLA, FL



PROJECT NO.: 18009
SHEET TITLE:
CONCRETE NOTES

SHEET NUMBER:
G002
PERMIT SET



CALDWELL
A CALDWELL ASSOCIATES FIRM

114 N TARRAGONA STREET, PINEACOLA, IL 33002
(850) 432-1900 | CALDWELL-ARCH.COM

DATE: 02.07.2016 PROJECT NO.: 180006

PROJECT ISSUES:
CONSTRUCTION 12.07.2016
DOCUMENTS
PERMIT SET 02.07.2016

PROJECT TEAM:

Client: Owner Provided
Landscape: [illegible]
Structural: [illegible]
Architectural: [illegible]
Electrical: [illegible]
Owner Provided

PROJECT:
SOUTH TOWNE
ART INSTALLATION

111 EA ST ROMANA ST.
PINEACOLA, FL

ARCHITECTS & INC.

[Signature]
H. MILLER CALDWELL, JR.
AR 7482

PROJECT NO.: 18006
SHEET TITLE:
3D VIEW - SOUTHWEST
CORNER

SHEET NUMBER:

A001

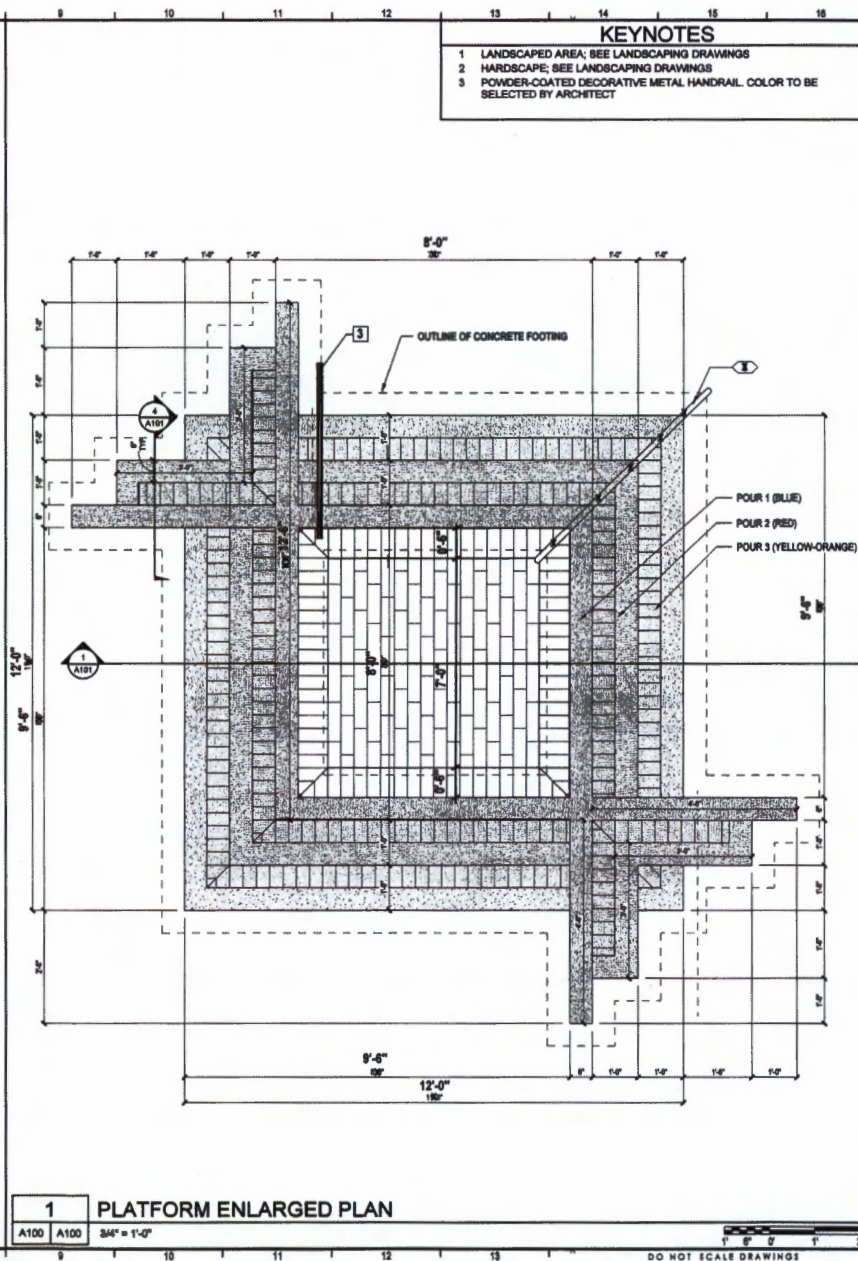
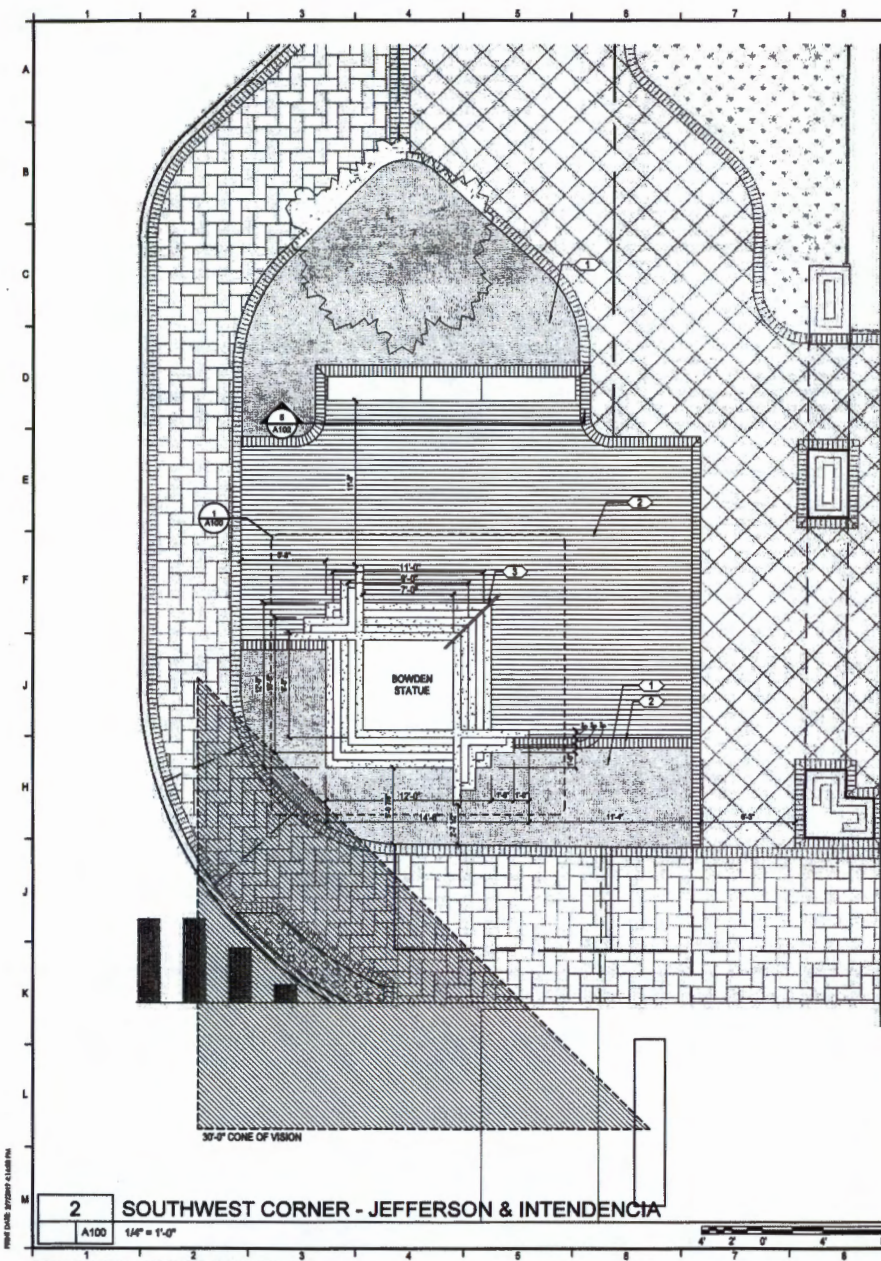
PERMIT SET

1 3D VIEW SOUTHWEST CORNER

ADD1 NTS: FOR REFERENCE ONLY - COLORS, MATERIALS & PATTERNS MAY BE INCORRECT

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DO NOT SCALE DRAWINGS



CALDWELL ASSOCIATES ARCHITECTS

114 N TARA GOCHA STREET, PENSACOLA, FL 32502
850.432.7555 • 1 CALDWELLASSOC.COM

PROJECT ISSUES:

CONSTRUCTION 12.07.2018

DOCUMENTS

PERMIT SET 02.07.2019

181227

REVISION #1

PROJECT TEAM:

CIVIL
Owner Provided

LANDSCAPING
Jerry Pate Design

STRUCTURAL
Joe DeRaul Associates

ARCHITECTURAL
Caldwell Associates

ELECTRICAL
Owner Provided

PROJECT:
SOUTH TOWNE
ART INSTALLATION

101 EAST ROMANA ST.
PENSACOLA, FL

ARCHITECT'S SEAL

H. MILLER CALDWELL, JR.
AR 7452

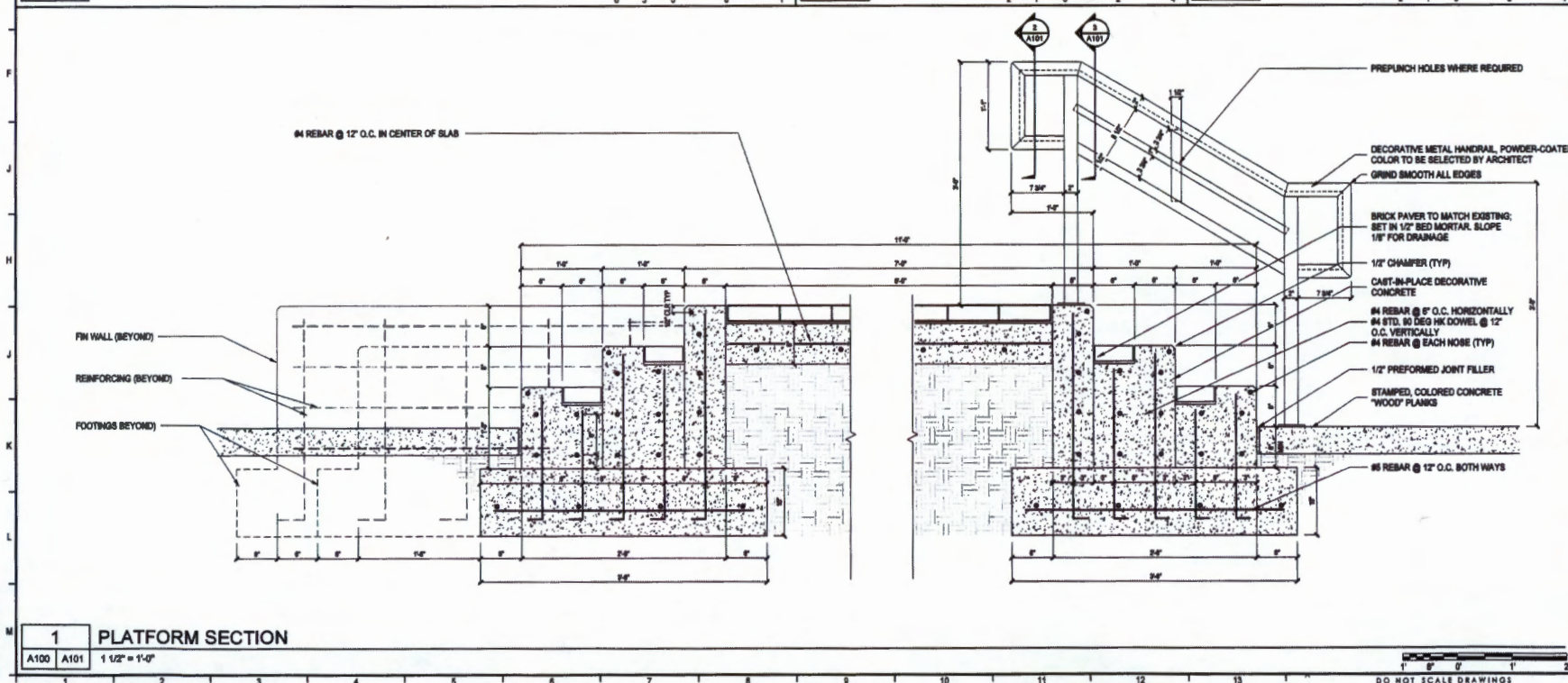
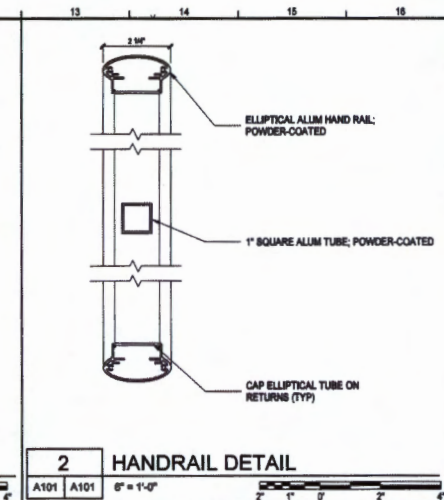
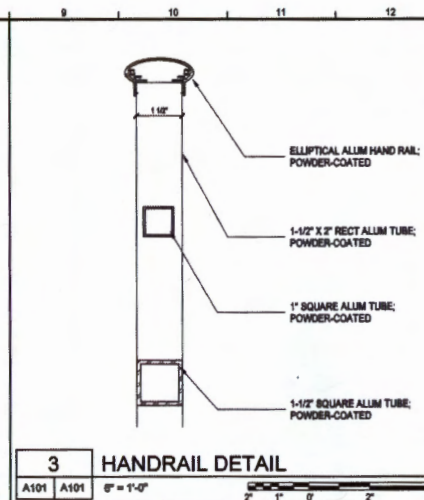
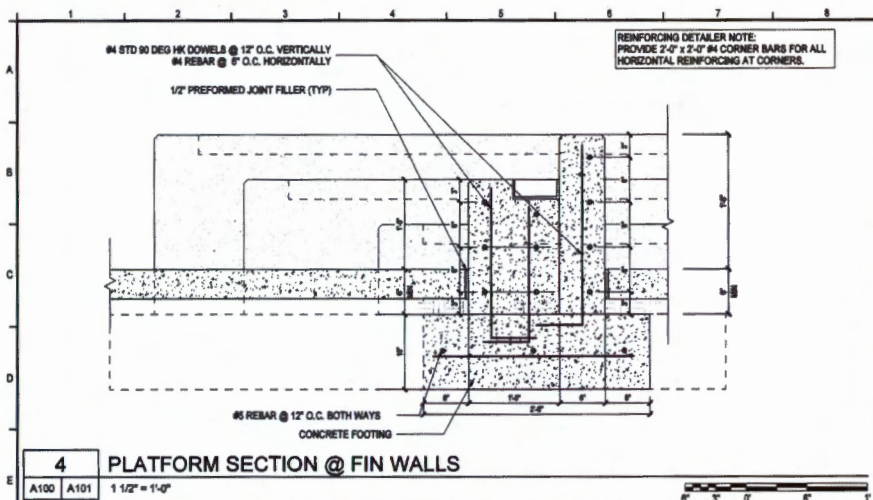
PROJECT NO.: 18009

SHEET TITLE:
SOUTHWEST CORNER PLAN

SHEET NUMBER:

A100

PERMIT SET



CALDWELL ASSOCIATES
 110 N. HARRISON STREET, PENSACOLA, FL 32501
 (904) 433-1900 | CALDWELL-ASSOC.COM

PROJECT ISSUES:
 CONSTRUCTION DOCUMENTS
 PERMIT SET
 12.07.2019
 02.07.2019

PROJECT TEAM:
 Owner Provided
 LANDSCAPING
 Jerry Pate Design
 STRUCTURAL
 Joe DeFuria Associates
 ARCHITECTURAL
 Caldwell Associates
 ELECTRICAL
 Owner Provided

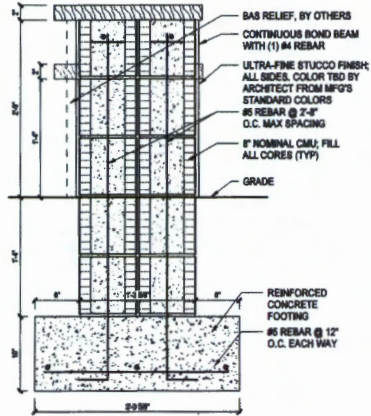
PROJECT:
 SOUTH TOWNE
 ART INSTALLATION

101 EAST ROMANA ST.
 PENSACOLA, FL

ARCHITECT'S SEAL:
 BRUCE G. BOWMAN
 No. 71806
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER
 9/16/11
 P.E. CA # 71815
 STRUCTURAL ONLY

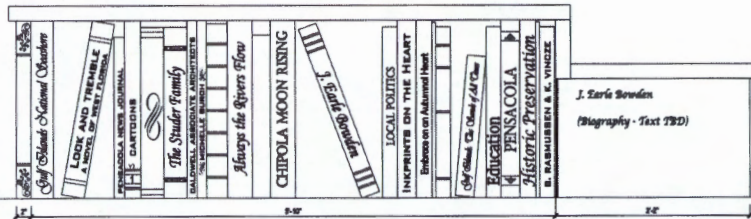
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 SHEET TITLE:
 PLATFORM SECTIONS &
 DETAILS

SHEET NUMBER:
A101
 PERMIT SET



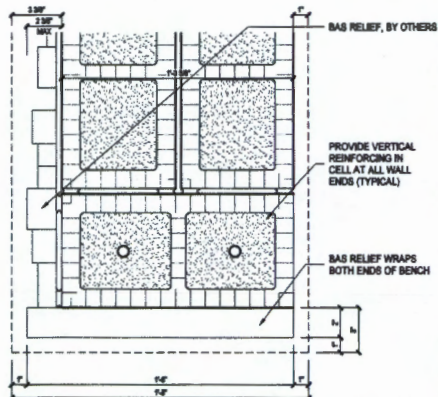
4 BENCH SECTION

A102 A102 1 1/2" = 1'-0"



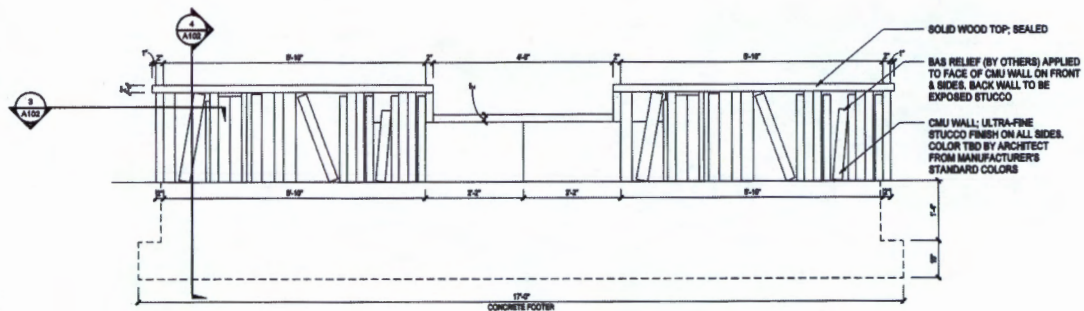
2 BENCH RELIEF DETAILS

A100 A102 1 1/2" = 1'-0"



3 BENCH DETAIL

A102 A102 2" = 1'-0"



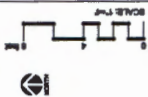
1 BENCH ELEVATION

A100 A102 3/4" = 1'-0"

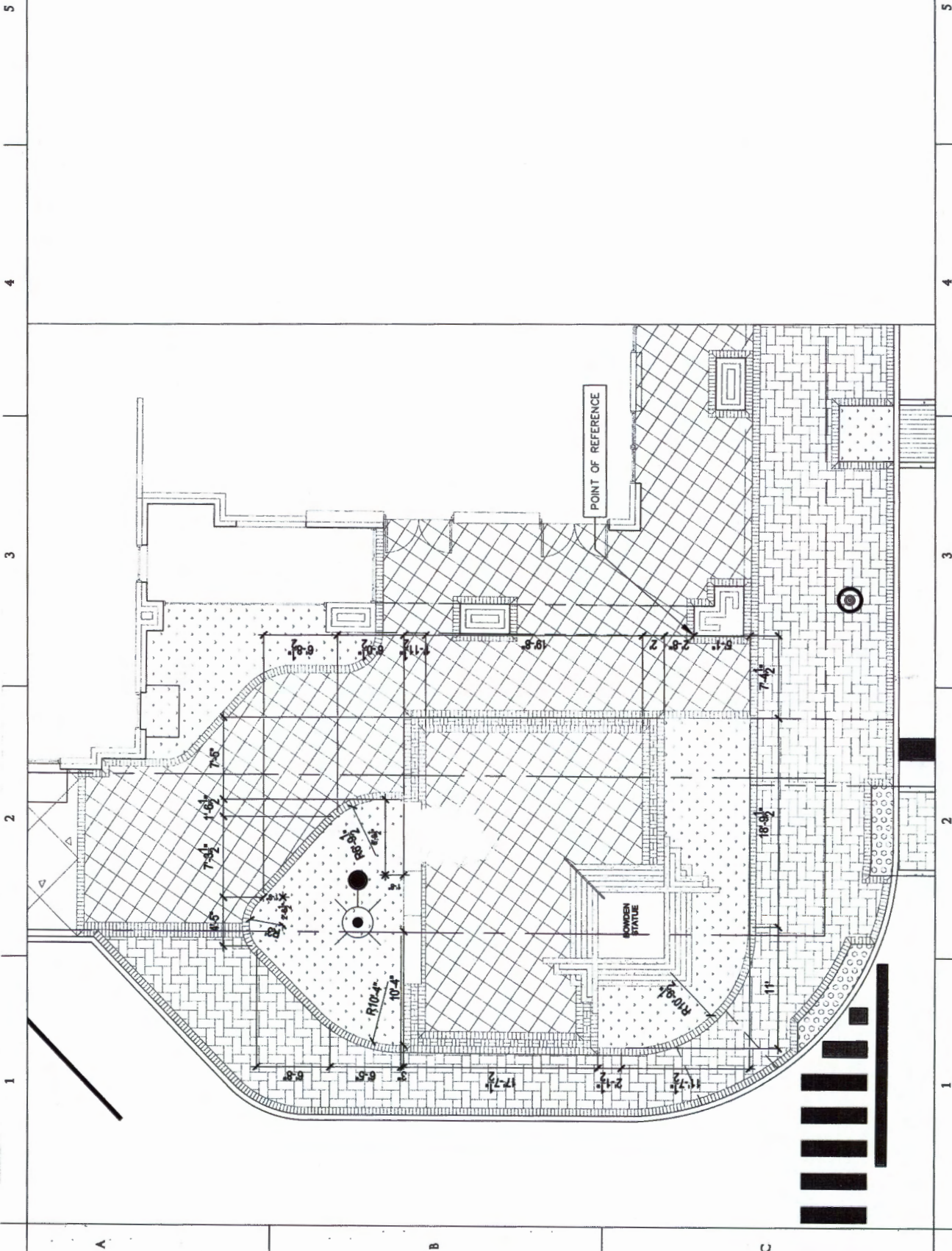
LS201



SOUTHTOWNE CORNER ART INSTALLATIONS
PENSACOLA, FL
LAYOUT PLAN

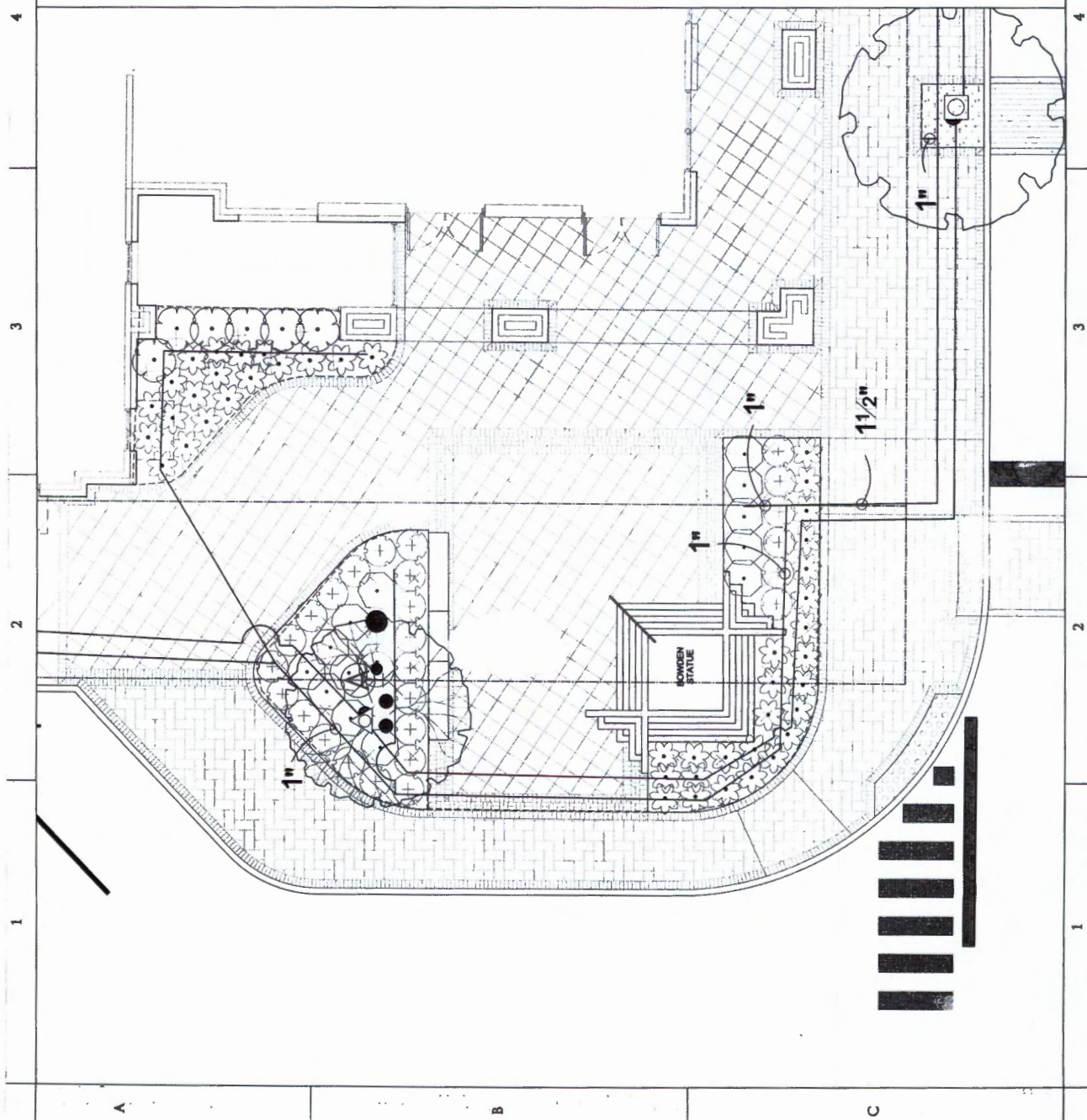


Jerry Pate Design
205 SCHUBERT DRIVE - PENSACOLA, FL 32504
850-437-4433 WWW.JERRYPADESIGN.COM

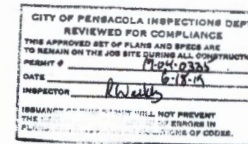


[illegible][illegible]

NOTE: THE IRRIGATION VALVE FOR THE PREVIOUSLY DESIGNED TURF AREA AT THE CORNER OF JEFFERSON/INTENDENCIA SHALL BE CAPPED FOR FUTURE USE.



SOUTHTOWNE CORNER ART INSTALLATIONS



PROJECT TEAM

ARCHITECT
CALDWELL ASSOCIATES ARCHITECTS, INC.
H. MILLER CALDWELL, JR., RA
116 NORTH TARRAGONA STREET
PENSACOLA, FLORIDA 32501
(850) 439-6576 phone
(850) 439-6537 fax

STRUCTURAL
JOE DERRELL ASSOCIATES, LLC
JOE DERRELL, PE
301 WEST CERVANTES STREET
PENSACOLA, FLORIDA 32502
(850) 429-1901 phone

LANDSCAPING
JERRY PATE DESIGN
STEVE DANA
301 SCHUBERT DRIVE
PENSACOLA, FLORIDA 32504
(850) 393-4693 phone

INDEX OF DRAWINGS

SHEET NO.	SHEET NAME	SUBMITTAL DATE
GENERAL		
G001R3	COVER SHEET	06/17/19
G002	CONCRETE NOTES	02/07/19
ARCHITECTURAL		
A001	30 VIEW- SOUTHWEST CORNER	02/07/19
A100R3	SOUTHWEST CORNER PLAN	06/17/19
A101R3	PLATFORM SECTIONS & DETAILS	06/17/19
A102R3	BENCH ELEVATION & DETAILS	06/17/19
A103R3	PLATFORM SECTION	06/17/19

LOCATION MAP (NTS)



GENERAL NOTES

1. THIS SET IS TO BE PRINTED IN COLOR.
2. DO NOT SCALE DRAWINGS; REFERENCE DIMENSIONS ON DRAWINGS AND FIELD VERIFY ALL MEASUREMENTS.
3. ALL DISCREPANCIES OR CONFLICTING INFORMATION BETWEEN EXISTING CONDITIONS, CONSTRUCTION DRAWINGS, AND SPECIFICATIONS ARE TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR RESOLUTION BEFORE COMMITTING TO WORK OUTLINED.
4. KEYNOTE NUMBERING SEQUENCE FOUND ON ONE SHEET IS INDEPENDENT FROM OTHER SHEETS IN THE SET.
5. LANDSCAPING PLAN AND DETAILS PROVIDED BY OTHERS. COORDINATE ALL WORK.
6. CONTRACTOR TO SURVEY SITE FOR UNDERGROUND UTILITIES PRIOR TO EXCAVATION AND NOTIFY ARCHITECT OF ANY CONFLICTS BEFORE COMMENCING CONSTRUCTION.
7. THIS PROJECT IS DESIGNED TO MEET THE REQUIREMENTS OF THE FLORIDA BUILDING CODE 2017.

CALDWELL ASSOCIATES ARCHITECTS
116 NORTH TARRAGONA STREET, PENSACOLA, FL 32501
(850) 439-6500 | CALDWELL-ASSOC.COM

License No. AS00000701 | License No. 90000072

PROJECT ISSUES:

CONSTRUCTION DOCUMENTS	12.07.2018
REVISION 1	12.27.2018
PRICING SET	12.27.2018
PERMIT SET	02.07.2019
REVISION 2	06.21.2019
REVISION 3	06.17.2019

PROJECT TEAM:

Civil
Owner Provided
LANDSCAPING
Jerry Pate Design
STRUCTURAL
Joe Derrell Associates
ARCHITECTURAL
Caldwell Associates
ELECTRICAL
Owner Provided

PROJECT:
SOUTH TOWNE
ART INSTALLATION

101 EAST ROMANA ST.
PENSACOLA, FL

ARCHITECT'S SEAL

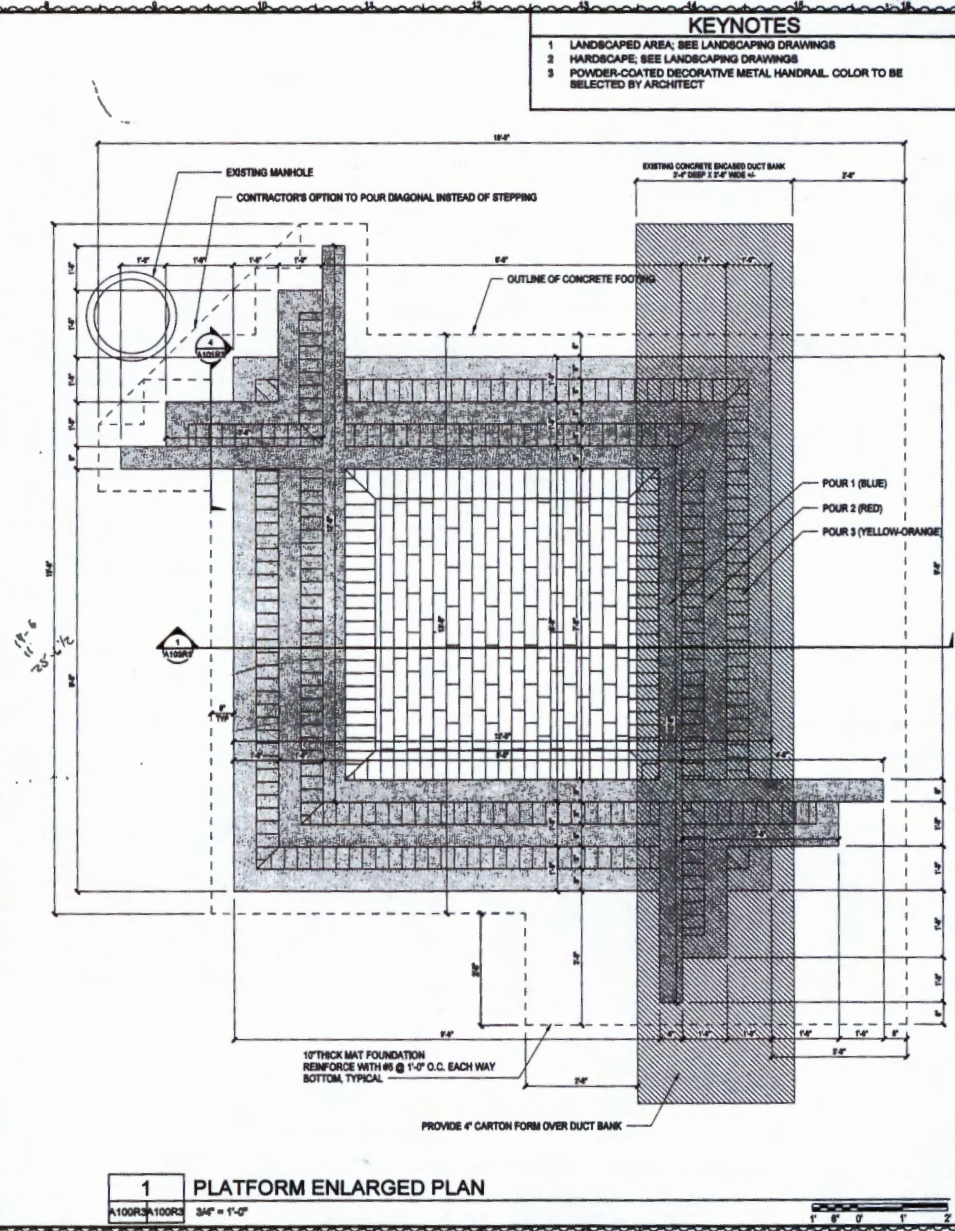
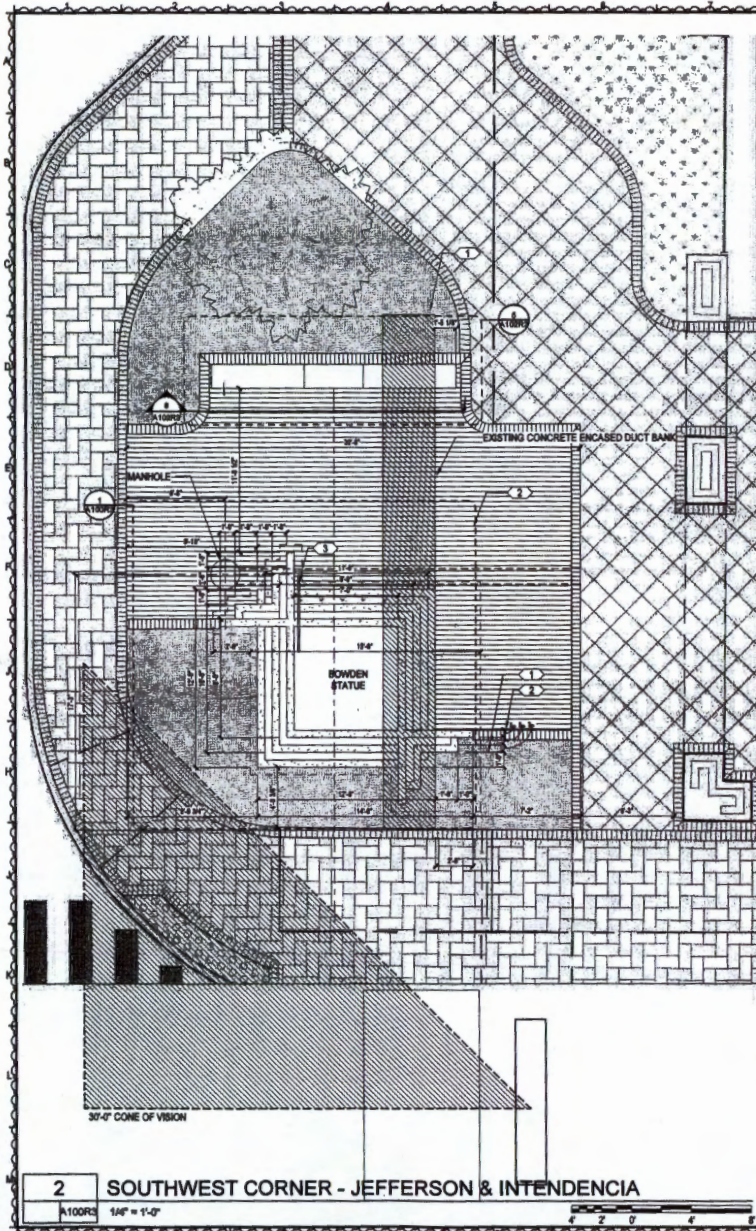
H. MILLER CALDWELL, JR.
AS 7462

PROJECT NO.: 18009
SHEET TITLE:
COVER SHEET

SHEET NUMBER:

G001R3

PERMIT SET



CALDWELL ASSOCIATES ARCHITECTS
 114 N TARRAGONA STREET, PENSACOLA, FL 32505
 (850) 486-1800 | CALDWELL-ARCH.COM

PROJECT ISSUES:
 CONSTRUCTION 12.07.2018
 DOCUMENTS 12.27.2018
 REVISIONS 1 12.27.2018
 PRICING SET 12.27.2018
 PERMIT SET 02.07.2018
 REVISION 2 05.21.2018
 REVISION 3 06.17.2018

Revision 3 06.17.19



PROJECT TEAM:
 OWNER Provided
 LANDSCAPING Jerry Park Design
 STRUCTURAL Joe Caldwell Associates
 ARCHITECTURAL Caldwell Associates
 ELECTRICAL Owner Provided

PROJECT:
 SOUTH TOWNE
 ART INSTALLATION

101 EAST ROMANA ST.
 PENSACOLA, FL

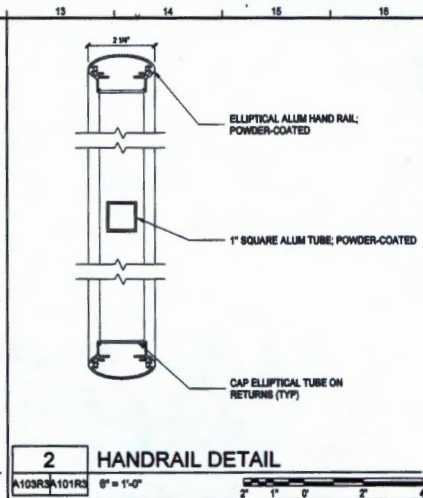
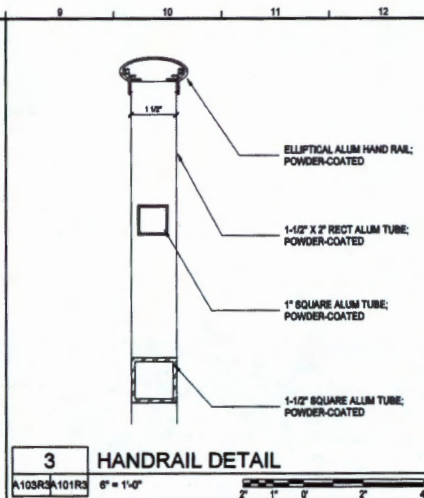
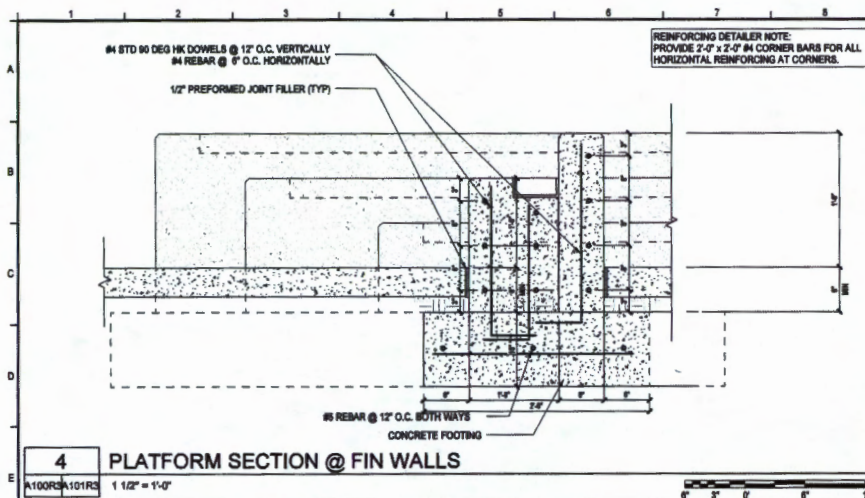
ARCHITECT'S SEAL

H. MILLER CALDWELL, JR.
 AR 7462

PROJECT NO.: 18009
 SHEET TITLE:
 SOUTHWEST CORNER PLAN

SHEET NUMBER:
A100R3

PERMIT SET



DETAIL 1 MOVED TO A103R3 TO SHOW EXISTING DUCT BANK CONDITONS

CALDWELL ASSOCIATES, INC.
114 N TARRAGONA STREET, PENSACOLA, FL 32502
(850) 433-1950 FAX (850) 433-1951 CALDWELLASSOC.COM

PROJECT ISSUES:
CONSTRUCTION 12.07.2019
DOCUMENTS
REVISION 1 12.27.2019
PRICING SET 12.27.2019
PERMIT SET 02.07.2019
REVISION 2 08.21.2019
REVISION 3 08.17.2019

Revision 3 08.17.19



PROJECT TEAM:

Owner Provided
LANDSCAPING
Jenny Pate Design
STRUCTURAL
Joe DeRauli Associates
ARCHITECTURAL
Caldwell Associates
ELECTRICAL
Owner Provided

PROJECT:
SOUTH TOWNE
ART INSTALLATION

101 EAST ROMANA ST.
PENSACOLA, FL
ARCHITECT'S SEAL

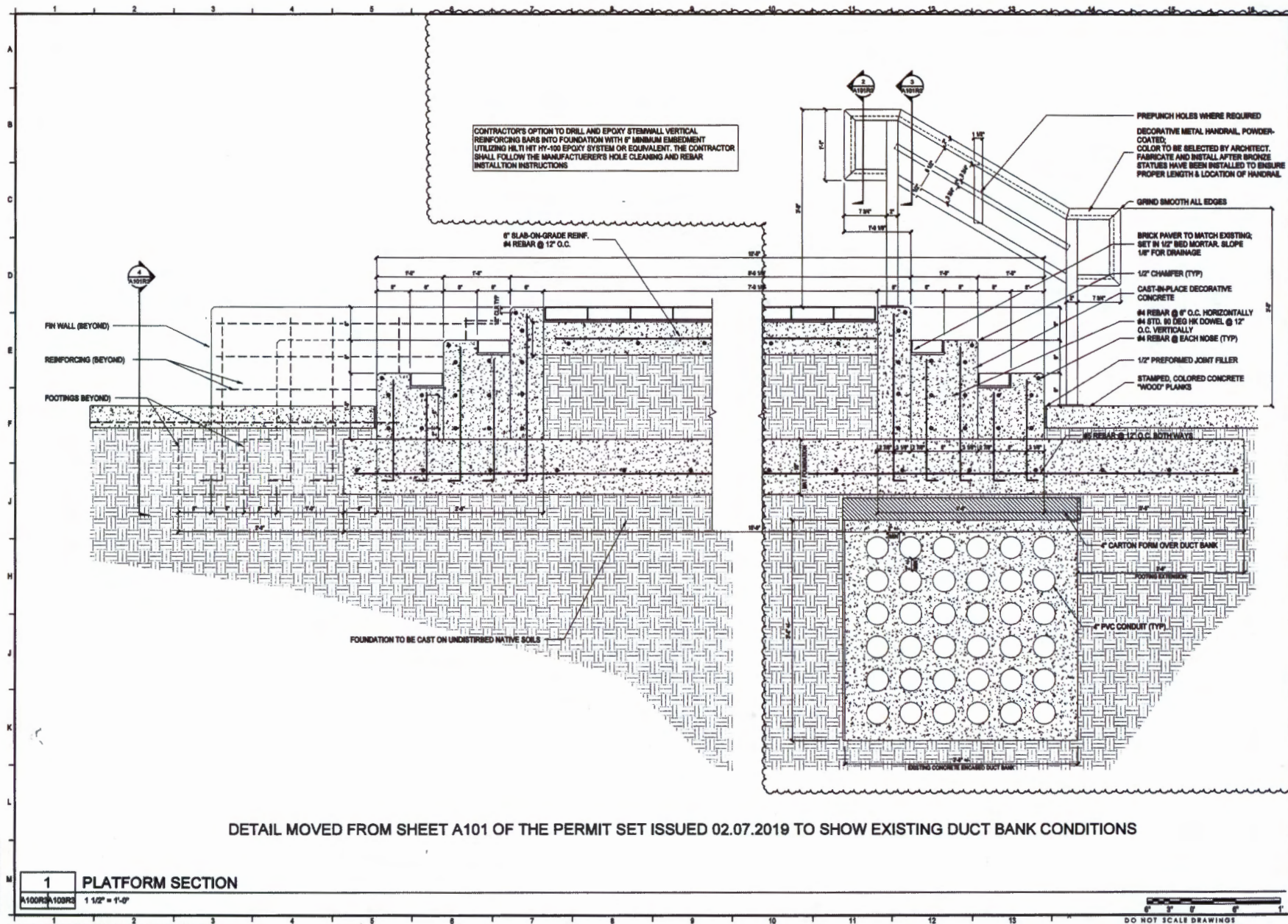
H. Miller Caldwell, Jr.
6-18-19
H. MILLER CALDWELL, JR.
AR 7462

PROJECT NO.: 18009
SHEET TITLE:
PLATFORM SECTIONS &
DETAILS

SHEET NUMBER:

A101R3

PERMIT SET



CALDWELL ASSOCIATES ARCHITECTS

118 N. TARRAGONA STREET, PENSACOLA, FL 32501
850.439.1993 • CALDWELLASOC.COM

Issued Per A103R3(1) 1.18/08/2019

PROJECT ISSUES:	
CONSTRUCTION	12.27.2018
DOCUMENTS	12.27.2018
REVISION 1	12.27.2018
PERMIT SET	02.07.2019
REVISION 2	05.21.2019
REVISION 3	06.17.2019

3 Revision 3 06.17.19



Structural only

PROJECT TEAM:
 CIVIL
 Owner Provided
 LANDSCAPING
 Jerry Pate Design
 STRUCTURAL
 Joe DeHoull Associates
 ARCHITECTURAL
 Caldwell Associates
 ELECTRICAL
 Owner Provided

PROJECT:
 SOUTH TOWNE
 ART INSTALLATION

101 EAST ROMANA ST.
 PENSACOLA, FL

ARCHITECT'S SEAL

[Signature]
 6-17-19
 H. MILLER CALDWELL, JR.
 AR 7462

PROJECT NO.: 18009
 SHEET TITLE:
 PLATFORM SECTION

SHEET NUMBER:

A103R3

PERMIT SET



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 19-00417

City Council

9/12/2019

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jewel Cannada-Wynn

SUBJECT:

FISCAL YEAR 2020 COMMUNITY POLICING INTERLOCAL AGREEMENT

RECOMMENDATION:

That the City Council approve an Interlocal Agreement between the City of Pensacola and the Community Redevelopment Agency (CRA) for the purpose of providing Community Policing Innovations within the Urban Core Community Redevelopment Area of the CRA for Fiscal Year 2020 in an amount not to exceed \$100,000.

HEARING REQUIRED: No Hearing Required

SUMMARY:

One of the primary obstacles to urban revitalization is the perception of a lack of safety. This perception is typically related to criminal activity, may be real or perceived, and may involve both personal safety as well as the safety of property. In some cases, unless the safety issues are addressed first, other elements of the redevelopment plan are difficult to accomplish. Community policing innovations are one approach that can be initiated to target criminal activity within a community redevelopment area. The Community Redevelopment Act describes "community policing innovations" as a policing technique or strategy designed to reduce crime by reducing opportunities for the perceived risks of engaging in criminal activity through the visible presence of police in the community.

Revitalization has drawn significant numbers of people and activities to areas long underutilized. However, areas of the Urban Core Community Redevelopment Area still experience safety concerns of varying degrees. To address these concerns, the CRA and City of Pensacola annually enter into an Interlocal Agreement to provide community policing activities within the entirety of the Urban Core Community Redevelopment Area from 17th Avenue to A Street.

PRIOR ACTION:

July 25, 2002 - City Council adopted Resolution No. 21-02, CRA Plan Additional Priority Element - Urban Core Area Community Policing Innovations.

January 20, 2010 - City Council adopted Resolution No. 02-10, Urban Core Community Redevelopment Plan, 2010, including Community Policing Innovations for the Urban Core.

September 20, 2010 - CRA approved the FY 2011 Community Policing Interlocal Agreement between the City and the Community Redevelopment Agency.

September 23, 2010 - City Council approved the FY 2011 Community Policing Interlocal Agreement between the City and the Community Redevelopment Agency.

September 19, 2011 - CRA approved the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services for a period of 60 days beginning October 1, 2011.

September 22, 2011 - City Council approved the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services for a period of 60 days beginning October 1, 2011.

November 28, 2011 - CRA approved the extension of the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services until January 2013.

December 1, 2011 - City Council approved the extension of the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services until January 2013.

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

October 8, 2018 - CRA approved an Interlocal Agreement between the City and CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2019.

April 8, 2019 - CRA authorized the purchase and installation of a security camera at Jefferson Street and Government Street under the Fiscal Year 2019 Urban Core Community Policing Interlocal Agreement.

FUNDING:

Budget: \$100,000

Actual: \$100,000

FINANCIAL IMPACT:

Funding in the amount of \$100,000 has been included in the CRA Fiscal Year 2020 Proposed Budget

for the Interlocal Agreement

STAFF CONTACT:

Don Kraher, Council Executive
M. Helen Gibson, AICP, CRA Administrator
Victoria D'Angelo, Assistant CRA Administrator

ATTACHMENTS:

- 1) CRA-ILA Community Policing

PRESENTATION: No

INTERLOCAL AGREEMENT
FOR COMMUNITY POLICING INNOVATIONS
FY 2020

between

THE COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF PENSACOLA, FLORIDA

and

THE CITY OF PENSACOLA, FLORIDA

This **INTERLOCAL AGREEMENT** (the " Agreement"), is made and entered into as of this ____day of _____, 2019 and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA**, a public body corporate and politic of the State of Florida (the "Agency"), and the **CITY OF PENSACOLA, FLORIDA**, a Florida municipal corporation created under the laws of the State of Florida (the "City").

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 1: AUTHORITY

1.1. Authority.

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

ARTICLE 2: DEFINITIONS

2.1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(18) “Termination Date” means September 30, 2020, or the date on which this Agreement is terminated and is no longer of any force and effect as provided in Section 7.5, whichever, occurs earlier.

2.2. Use of Words and Phrases.

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

2.3. Florida Statutes.

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

ARTICLE 3: PURPOSE

3.1. Purpose.

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

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

ARTICLE 4: THE PROJECT

4.1. Description.

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

4.2. Project Administration.

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

4.3. Agency Payments.

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

ARTICLE 5: FINANCING

5.1. General.

The parties mutually acknowledge and agree that the aggregate cost of undertaking Community Policing Innovations within the Community Redevelopment Area is not to exceed \$100,000 for Fiscal Year 2020. The Agency covenants and agrees with the City to transfer Available Increment Revenues from the Redevelopment Trust Fund to the Community Policing Innovations Account at the times and in the amounts necessary to pay invoices submitted to the Agency by the City pursuant to Section 4.3 hereof. All other costs will be paid from other funds available to the City and set aside and committed for the purpose of paying such costs.

5.2. Community Policing Innovations Account.

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

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

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

5.3 Available Increment Revenues.

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

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

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

5.4. Enforcement of Increment Revenues Collections.

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

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

5.5. No General Obligation.

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

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

6.1. Representations and Warranties of the Agency.

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

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

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

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

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

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

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

6.2. Representations and Warranties of the City.

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

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

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

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

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

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

ARTICLE 7: DEFAULT; TERMINATION

7 .1. Default by the Agency.

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

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

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

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

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

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

7 .2. Default by the City.

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

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

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

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

7.3. Obligations, Rights and Remedies Not Exclusive.

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

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

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

7.5. Effect of Termination.

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

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

ARTICLE 8: MISCELLANEOUS

8.1. Amendments.

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

8.2. This Agreement Constitutes a Contract.

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

8.3. Assignment.

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

8.4. Severability.

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

8.5. Controlling Law; Venue.

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

8.6. Members Not Liable.

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

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

8.7. Expiration of Agreement.

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

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

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

8.8. Third Party Beneficiaries.

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

8.9. Notices.

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

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

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

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

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

8.10. Execution of Agreement.

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

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

8.11. Filing with County Clerk of the Court.

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

8.12. Effective Date.

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

8.13. City and Agency Not Liable.

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

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

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PENSACOLA, FLORIDA

CITY OF PENSACOLA, FLORIDA

Jewel Cannada-Wynn, CRA Chairperson

Grover C. Robinson, IV, Mayor

Attest:

Attest:

Ericka L. Burnett, City Clerk

Ericka L. Burnett, City Clerk

Approved as to Content:

Approved as to Form and Execution:

M. Helen Gibson, CRA Administrator

Susan Woolf, City Attorney

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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 19-00419

City Council

9/12/2019

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jewel Cannada-Wynn

SUBJECT:

TWO-WAY CONVERSION OF MARTIN LUTHER KING JR. DRIVE-ALCANIZ STREET AND DAVIS HIGHWAY

RECOMMENDATION:

That the City Council request the Florida-Alabama Transportation Planning Organization (TPO) and Florida Department of Transportation (FDOT) return Davis Highway and Dr. Martin Luther King, Jr. Drive-Alcaniz Street to two-way streets and take all actions necessary to complete the conversion as a priority project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

A proposal by FDOT to fund a traffic analysis to ensure it is feasible to return Davis Highway and Dr. Martin Luther King, Jr. Drive-Alcaniz Street to two-way traffic is expected to be presented to the TPO at its October 2019 meeting. Upon TPO approval, the study will be contracted through TPO staff to determine potential impact and cost. Upon completion of the study, the results will be forwarded to the City of Pensacola for a request to move forward. The next step toward two-way conversion will be to have the project added to the TPO Work Plan and the Long Range Transportation Plan as a high priority.

Restoration of Davis Highway and Dr. Martin Luther King, Jr. Drive-Alcaniz Street from one-way to two-way traffic is an identified project of the Eastside/Urban Infill Area Redevelopment Plan and the 2010 Urban Core Community Redevelopment Plan. On May 1, 2019 and July 10, 2019, the Eastside Redevelopment Board (ERB) expressed its support of the conversion of these roadways to two-way travel.

Originally, two-way streets, these facilities were converted to one-way traffic prior to the construction of the I-110 interstate system in an effort to move traffic quickly through Pensacola. However, high vehicle speeds have resulted in safety concerns associated vehicular crashes and limited multi-modal accessibility. Previous, two-way conversions of Spring Street, Baylen Street and Palafox Street have proven to reduce vehicle speed and improve safety.

Currently, Dr. Martin Luther King, Jr. Drive-Alcaniz Street provides southbound travel from the terminus of the I-110, Exit 4 ramp to Garden Street, and Davis Highway provides northbound travel from Wright Street to the I-110, Exit 4 ramp terminus. These streets traverse primarily residential neighborhoods, including the Eastside Neighborhood located north of Cervantes Street, and the Old East Hill Neighborhood located south of Cervantes Street, where pedestrian and bicycle access is growing in popularity and demand. Therefore, it is advisable that the Florida Department of Transportation (FDOT) convert these streets back to a two-way traffic pattern, including related multi-modal safety enhancements.

PRIOR ACTION:

May 1, 2019 - The ERB recommended approval of the CRA Work Plan for the Eastside redevelopment area for Fiscal Year 2020, with the addition of the Davis Street two-way conversion as an identified project.

July 10, 2019 - The ERB expressed support for the conversion of Dr. Martin Luther King, Jr. Drive and Davis Highway from one-way streets to two-way streets.

August 5, 2019 - The CRA approved the CRA Work Plan for Fiscal Year 2020, with the addition of the Davis Street two-way conversion as an identified project.

FUNDING:

N/A

FINANCIAL IMPACT:

No financial impact is anticipated as FDOT proposed to fund the two-way impact study.

STAFF CONTACT:

Don Kraher, Council Executive
M. Helen Gibson, AICP, CRA Administrator
Victoria D'Angelo, Asst. CRA Administrator

ATTACHMENTS:

- 1) None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 19-00312

City Council

9/12/2019

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Ann Hill

SUBJECT:

PUBLIC HEARING: PROPOSED AMENDMENT TO THE CODE OF THE CITY OF PENSACOLA - LAND DEVELOPMENT CODE, SECTION 12-12-5 - BUILDING PERMITS - TO INCLUDE HISTORIC BUILDING DEMOLITION REVIEW

RECOMMENDATION:

That City Council conduct a public hearing on September 12, 2019 to consider an amendment to the Code of the City of Pensacola, Land Development Code Section 12-12-5 - Building Permits - to include Historic Building Demolition Review

HEARING REQUIRED: Public

SUMMARY:

In July of 2016, City Council referred to the Planning Board for review and recommendation a proposed ordinance for a Historic Building Demolition Review. Between August and November of 2016, the Planning Board discussed at regular meetings as well as workshops a proposed amendment to the Land Development Code (LDC), which would allow for Historic Building Demolition Review.

Currently the LDC only affords an application and review process for the issuance of demolition permits for those areas within a historic district or other similarly designated area requiring such review. The desire of this amendment was to provide a review process citywide regarding the issuance of demolition permits for historic structures as defined within the LDC.

In October of 2018, City Council referred to the Planning Board a proposed Historic Preservation Commission. In response, at its February 12, 2019 Planning Board Meeting, the Board brought forth a proposed amendment to the LDC allowing for a Historic Building Demolition Review process.

With the assistance of Inspections, Planning Staff, Legal and Council Staff, the proposed amendment to Section 12-12-5 of the LDC, Historic Building Demolition Review is brought forward for Council consideration.

On July 18, 2019, during the initial public hearing, revisions to the proposed amendment were presented (based on discussion during agenda conference) which Council reviewed and discussed, but no action was taken. Based on discussion during the July 18th hearing, further revisions to the proposed amendment are presented for consideration at this time.

PRIOR ACTION:

July 18, 2019 - City Council held Public Hearing - no action taken

February 12, 2019 - Planning Board considered Council referral regarding a Historic Preservation Commission

October 11, 2018 - City Council referred to the Planning Board a proposed Historic Preservation Commission

August through November, 2016 - Planning Board discussed at regular meetings as well as workshops to provide a proposed amendment to the Land Development Code for a Historic Building Demolition Review

July 14, 2016 - City Council referred to Planning Board for their review and recommendation a Historic Building Demolition Review Ordinance

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ordinance - Historic Demolition Review
- 2) February 12, 2019 Planning Board Minutes

PRESENTATION: No

PROPOSED
ORDINANCE NO. 24-19

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 12-12-5 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; CREATING SUBSECTION 12-12-5(E) ESTABLISHING A PROCESS FOR THE REVIEW OF REQUESTS TO DEMOLISH BUILDINGS OF HISTORICAL, ARCHITECTURAL, CULTURAL OR URBAN DESIGN VALUE TO THE CITY; PROVIDING DEFINITIONS; PROVIDING ARCHITECTURAL REVIEW BOARD CRITERIA AND PROCEDURES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-12-5 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

SECTION 12-12-5. - Building permits.

This section is established to provide for building permits for review of compliance with the provisions of this land development code. A "building permit" means any building or construction permit required by Chapter 14-1.

(A) *Application.* Any owner, authorized agent, or contractor who desires to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by the Standard Building Code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit for the work. All applications for building permit shall be accompanied by the following information and materials:

(a) Two (2) complete sets of building construction plans shall be required. In addition, a plot plan drawn to scale depicting the following information shall be required for residential and commercial building permits:

1. Lot dimensions, boundary lines, area of the lot, and its legal description.
 2. The locations and dimensions of buildings, structures or additions, including all overhangs, eaves and porches.
 3. The yard requirements indicating distance from all property lines to the proposed buildings, structures or additions in feet.
 4. The existing and proposed uses of each building, structure or addition.
 5. Access and parking layout, including driveway location. Where applicable, required loading and unloading spaces should be indicated.
 6. Elevations showing architectural features of each side of the existing and proposed construction.
 7. Where application is made to build upon a lot nonconforming in size or dimensions (lot of record), the application shall be accompanied by a recorded deed giving description of the property as of July 23, 1965.
 8. For all plans except single-family or duplex dwellings a landscape plan is required pursuant to section 12-6-4.
- (b) Proof of sewer tap from Escambia County Utilities Authority.
- (c) Completed current Florida Model Energy Efficiency Code Building Construction.

One (1) copy of the plans shall be returned to the applicant by the building official after he has marked such copy either as approved or disapproved and attested same by his signature on such copy. The original, similarly marked, shall be retained by the building official.

- (B) *Issuance of building permits.* No application for a building permit shall be approved by the building official for any building, structure, or addition on any lot in violation of this chapter or not in compliance with any provisions of this chapter, unless authorized under subsection 12-12-2(A)(2), Variances.
- (C) *Construction and occupancy to be as provided in applications.* Building permits issued on the basis of plans and applications approved by the building official authorize only the occupancy, arrangement, and

construction set forth in such approval plans and applications, and no other occupancy, arrangement, or construction. Occupancy, arrangement, or construction in variance with that authorized shall be deemed a violation of this chapter, unless such change is reviewed and approved by the building official.

(D) *Expiration of building permits.* Every permit issued shall become invalid unless the work authorized by such permit is commenced within six (6) months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six (6) months after the time the work is commenced; provided that, for cause, one or more extensions of time, for periods not exceeding ninety (90) days each, may be allowed, and such extensions shall be in writing by the building official.

(E) This section shall be known and cited as the City of Pensacola's Historic Building Demolition Review Ordinance. The purpose of this section is to establish a predictable process for reviewing requests to demolish certain historic buildings not located within historic and preservation land use districts in order to establish an appropriate waiting period during which the City and the Applicant can propose and consider alternatives to the demolition of a building of historical, architectural, cultural or urban design value to the City.

(1) Definitions.

For the purposes of this section only, the following words and phrases, whether or not capitalized, shall have the following meanings:

Applicant means the person or persons filing an application for review under this Section.

Application means a Demolition Permit application for review under this Section, filed with the City's Inspection Services Division.

Application filing date means the date on which the application was filed with the City's Inspection Services Division.

Architectural Review Board means the City's Architectural Review Board as advisors to the City Council.

Contributing Structure means any building adding to the historic significance of a property or district.

Day means any day, including Saturdays, Sundays, and holidays.

Demolition means any act of pulling down, destroying, razing, or removing a building.

Demolition permit means a permit issued by the Inspection Services Division authorizing the demolition of a building pursuant to an application.

Florida Master Site File means the State of Florida's official inventory of historical, cultural resources including archaeological sites, historical structures, historical cemeteries, historical bridges and historic districts, landscapes and linear resources.

Historic Building means a building or structure that is:

- (a) At least 50 years in age or more; or
- (b) Individually listed in the National Register of Historic Places; or
- (c) A contributing property in a National Register of Historic Places listed district; or
- (d) Designated as historic property under an official municipal, county, special district or state designation, law, ordinance or resolution either individually or as a contributing property in a district; or
- (e) Determined potentially eligible as meeting the requirements for listing in the National Register of Historic Places, either individually or as a contributing property in a district, by the Secretary of the Interior.

Historic Site means a place, or associated structures, having historic significance.

Historic Structure means a building, bridge, lighthouse, monument, pier, vessel or other construction that is 50 years in age or more and is designated or that is deemed eligible for such designation by a local, regional or national

jurisdiction as having historical, architectural or cultural significance.

Neighborhoods means all the areas of the City.

Significant building means a building with respect to which the Architectural Review Board has made a determination, that further examination, ~~including the public hearing required by this Section,~~ is warranted to determine whether a delay in demolition should be required.

National Register of Historic Places means the official Federal lists of districts, sites, buildings, structures and objects determined significant in American history, architecture, archaeology, engineering and culture.

(2) Buildings Subject to Review.

The following buildings are subject to review by the Architectural Review Board for the purpose of determining whether such buildings are historically significant:

Any building located in the Neighborhoods of the city of Pensacola if:

- (a) Such building, or the portion thereof to which the application relates, is 50 years old or older; or
- (b) Such building is listed on the City of Pensacola's "Local Registry of Historic or Significant Buildings" and/or the Florida Division of Historical Resource's Florida Master Site File, or
- (c) Such building or the portion thereof is determined to be a historically significant building pursuant to subsection (4)3 (5)c, herein.
- (d) ~~Such building is located in one of the City of Pensacola's historic preservation districts AND is confirmed as a contributing structure to that district.~~

(3) Exemptions.

Demolition of historic buildings, whether contributing or noncontributing, located in the following districts shall be exempt from this section.

- (a) Pensacola Historic District, refer to section 12-2-10(A)(9) to (11);
- (b) North Hill Preservation District, refer to section 12-2-10(B)(9);
- (c) Old East Hill Preservation District, refer to section 12-2-10(C)(10);
- (d) Palafox Historic Business District, refer to section 12-2-21(F)(2)(d); and
- (e) Governmental Center District.

(4) Enforcement.

- (a) Issuance of Demolition Permit. With exception to the districts listed in subsection 3, herein, the requirements set forth in this Section are in addition to, and not in lieu of, the requirements of any other codes, ordinances, statutes, or regulations applicable to the demolition of buildings. The Building Official shall not issue any demolition permit relating to a building that is subject to review, unless:
 - 1. The Building Official has determined that the building is unsafe in accordance with City Code Section 14-1-139.
 - 2. The Building Official: (i) has received a notice issued by the Architectural Review Board, that the building is not subject to review under this section, or is not a historically significant building, or (ii) has not received such notice within the time period set forth in subsection ~~(4)~~(5)(a); or
 - 3. The Building Official: (i) has received a notice issued by the Architectural Review Board that no demolition delay is required; or (ii) has not received such notice within the time period set forth in subsection ~~(4)~~(5)(a); or
 - 4. The Building Official has received a notice issued by the Architectural Review Board that there is no feasible alternative to demolition; or
 - 5. The demolition delay period set forth in subsection ~~(4)~~(5)(a) has expired.

(b) Required Demolition or Repair.

1. Demolition. Nothing in this section shall restrict the authority of the Building Official to order the building owner, or the City, to demolish a building at any time if the Building Official determines that the condition of a building or part thereof presents an imminent and substantial danger to the public health or safety.

(5) Procedure.

- (a) Application. An application for review under this section shall be made in the manner provided below. The process, from start (application) to finish (determination and/or permit issuance) shall not exceed ~~120~~¹⁵⁰ 120 days. If the Applicant is not the owner of record of the building, the owner or owners of record shall co-sign the application.

1. Time for Filing Application. The Applicant (or building owner) is encouraged to apply for review under this section as early as possible, so that any necessary review, and any delay period required by this Section, may be completed prior to, or during, any other review to which the building or its site may be subject.

2. Application for Early Review. At any time prior to filing an application for a demolition permit, the Applicant may apply for review under this Section by submitting a request in writing to the Architectural Review Board.

3. Informational evidence: The Applicant must submit for review sufficient information to enable the Architectural Review Board to make their determination, including an accurate site plan showing the footprint, photos of all sides of the subject building and the site to indicate all existing site features, such as trees, fences, sidewalks, driveways and topography, and photos of the adjoining streetscape, including adjacent buildings to indicate the relationship of the existing structure to the surrounding properties.

- (b) Determination: Applicability of Review and Significance of Building. After its receipt of an application from Planning Staff, the Architectural Review Board shall determine: (1) whether the building is subject to review under this Section, and (2) whether the building is a historically significant building. The Architectural Review Board may seek the assistance of City staff or the University of West Florida's Historic Trust or the University of West Florida Archaeological Institute.

The initial review process shall be handled as an abbreviated review involving staff, and the Chairman or his/her designee of the Architectural Review Board, and a staff member of West Florida Historic Preservation, Inc. If it is determined by the abbreviated review panel to be potentially architecturally historically significant, the application would then go to the full Architectural Review Board for review.

However, if the building is determined by the abbreviated review panel to not be historically significant by not meeting the criteria set forth in subsection (5)c, the Historic Building Demolition Review will end.

The Architectural Review Board shall issue a notice of its determination within ~~forty five (45)~~ sixty (60) days of an application being received. If the Architectural Review Board determines that the building is historically significant, such notice shall:

~~indicate that the Architectural Review Board will hold a public hearing within the time period required by this Section; and~~

1. Invite the Applicant to submit any information that the Applicant believes will assist the Architectural Review Board in: (i) determining whether the building is subject to demolition delay according to the criteria set forth herein, and (ii) evaluating alternatives to demolition.

- (c) Set forth the Criteria for Requiring Demolition Delay. The Architectural Review Board shall make its determination concerning the requirement of demolition delay according to the following criteria: ~~set forth herein.~~ To determine that a historically significant building is subject to the demolition delay, the Architectural Review Board must find that, in the public interest, it is preferable that the building be preserved or rehabilitated rather than demolished. In making such finding, the Architectural Review Board shall consider the criteria for determining historical significance.

The Applicant is encouraged to present any information the Applicant believes will assist the Architectural Review Board in making its determination.

2. Provide Information regarding the Early Determination of No Feasible Alternative. At the ~~hearing~~ determination meeting or within the demolition delay period, the Applicant may present any information the Applicant believes will assist the Architectural Review Board in evaluating alternatives to demolition. If, at such hearing, the Architectural Review Board finds that demolition delay is required, and also finds that the information presented at such hearing is sufficient for the Board to issue a determination that there is no feasible alternative to demolition, the Board shall issue such determination within the time period set forth in this subsection for the issuance of the Architectural Review Board's hearing determination.
- (d) Criteria for Determining Significance. The Architectural Review Board shall determine that the building to which the application relates is a historically significant building if:
1. The building is associated with events that ~~had~~ have made a significant contribution to the broad patterns of our national, regional or ~~historical~~ local history; or

2. The building is associated with the lives of persons significant in our national, regional or local past; or
3. The building embodies the distinctive characteristics of a type, period or method of construction , or that represents the work of a master, or that possess high artistic values, or that represents a significant and distinguishable entity whose components may lack individual distinction; or
4. The building has yielded, or may be likely to yield, information important in national~~s~~, regional or local history.

~~(c) Architectural Review Board Hearing to Determine Whether Historically Significant Building is Subject to Demolition Delay.~~

1. ~~Hearing Requirement; Time for Issuance of Determination. If the Architectural Review Board has determined that a building is historically significant, the Architectural Review Board shall hold a public hearing to determine whether the building is subject to the demolition delay required herein. At such hearing, the Architectural Review Board also may consider alternatives to demolition. The Architectural Review Board shall issue its determination pursuant to such hearing within forty five days (45) of the Public Hearing. Additionally, the Architectural Review Board may consult with the Florida Division of Historical Resources and State Historical Preservation Office or other consulting parties for comment within prior to thirty (30) days of the Public Hearing.~~
2. ~~Criteria for Requiring Demolition Delay. The Architectural Review Board shall make its determination concerning the requirement of demolition delay according to the criteria set forth herein. The Applicant is encouraged to present any information the Applicant believes will assist the Architectural Review Board in making its determination.~~
3. ~~Early Determination of No Feasible Alternative. At the hearing, the Applicant may present any information the Applicant believes will assist the Architectural Review Board in evaluating~~

~~alternatives to demolition. If, at such hearing, the Architectural Review Board finds that demolition delay is required, and also finds that the information presented at such hearing is sufficient for the Board to issue a determination that there is no feasible alternative to demolition, the Board shall issue such determination within the time period set forth in this subsection for the issuance of the Architectural Review Board's hearing determination.~~

- ~~4. Hearing Notice and Procedure. Except where otherwise specified in this Section, the conduct of any public hearing held, including public notices, hearing procedures, votes, records, and the like, shall be governed by the rules and procedures established by the Architectural Review Board through its duly adopted regulations and by laws.~~

~~(e)Criteria for Determination that Building is Subject to Demolition Delay. To determine that a historically significant building is subject to the demolition delay, the Architectural Review Board must find that, in the public interest, it is preferable that the building be preserved or rehabilitated rather than demolished. In making such finding, the Architectural Review Board shall consider the criteria for determining historical significance.~~

~~(f)Demolition Delay.~~

- ~~1. Delay Period. If the Architectural Review Board has issued a determination that a historically significant building is subject to demolition delay, the Building Official shall not issue a demolition permit until one hundred and twenty (120) sixty (60) days have elapsed following the close of the public hearing sixty (60) days have elapsed from the date of determination but in no case exceeding the aggregate of 120 days from the date of application. has expired.~~

~~Upon expiration of the delay period, the Architectural Review Board shall issue a notice in writing stating that such delay period has expired, and the date of such expiration, unless~~

the Architectural Review Board has issued a determination that there is no feasible alternative to demolition.

2. Invitation to Consider Alternatives. If the Architectural Review Board has determined that a historically significant building is subject to demolition delay, and has not determined, at the hearing that there is no feasible alternative to demolition, the Architectural Review Board shall invite the Applicant (or the owner of record, if different from the Applicant) to participate in an investigation of alternatives to demolition. The Architectural Review Board also may invite the participation, on an advisory basis, of City Staff, as well as any individual or representative of any group whose participation the Applicant (or owner) requests, to assist in considering alternatives.

- (g) Evaluation of Alternatives to Demolition. In evaluating alternatives to demolition, the Architectural Review Board may consider such possibilities as: the incorporation of the building into the future development of the site; the adaptive re-use of the building; the use of financial or tax incentives for the rehabilitation of the building; the removal of the building to another site; and, with the owner's consent, the search for a new owner willing to purchase the building and preserve, restore, or rehabilitate it.

In evaluating alternatives to demolition, the Architectural Review Board shall consider, and shall invite the Applicant to present, the following information:

1. The cost of stabilizing, repairing, rehabilitating, or re-using the building;
2. A schematic, conceptual design drawing;
3. Any conditions the Applicant proposes to accept for the redevelopment of the site that would mitigate the loss of the building; and
4. The availability of other sites for the Applicant's intended purpose or use.

- (h) Determination of No Feasible Alternative. If, based on its evaluation of alternatives to demolition, the Architectural Review Board is satisfied that there is no feasible alternative to demolition, the Architectural Review Board may issue a determination prior to the expiration of the delay period, authorizing the building official to issue a demolition permit.
- (i) Notice. Any determination or notice issued by the Architectural Review Board or its staff shall be transmitted in writing to the Applicant, with copies to the building official and, where applicable, to any individual or group that the Architectural Review Board has invited to participate in an exploration of alternatives to demolition.

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

February 12, 2019

MEMBERS PRESENT: Chairman Paul Ritz, Danny Grundhoefer, Kurt Larson, Ryan Wiggins, Nina Campbell, Laurie Murphy

MEMBERS ABSENT: Nathan Monk

STAFF PRESENT: Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner, Robyn Tice, Clerk's Office, Ross Pristera, Advisor

OTHERS PRESENT: Daniel Rivera, Teresa Hill, George Biggs, Laurie Byrne, Bobby Kickliter, Barbara Mayall, David Peaden, Derek Cosson, Fred Gunther, Drew Buchanan, Marcie Whitaker, Sandy Boyd, Councilwoman Ann Hill, Councilwoman Sherri Myers

AGENDA:

- Quorum/Call to Order
- Swearing in of New Member (Laurie Murphy)
- Approval of Meeting Minutes from January 8, 2019.
- **New Business:**
 1. Consider Rezoning for 3100 Navy Boulevard from C-1, C-2 to C-3.
 2. Amendment to LDC Section 12-12-5 Building Permits - Historic Building Demolition Review
- Open Forum
- Adjournment

Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:02 pm with a quorum present and explained the Board procedures to the audience.

Swearing in of New Member (Laurie Murphy) The Clerk's Office swore in new board member Laurie Murphy.

Approval of Meeting Minutes

Ms. Wiggins made a motion to approve the January 8, 2019 minutes, seconded by Mr. Larson, and it carried unanimously.

New Business

EVERYTHING THAT'S GREAT ABOUT FLORIDA IS BETTER IN PENSACOLA.

222 West Main Street Pensacola, FL 32502 / T: 850.435.1670 / F: 850.595.1143/www.cityofpensacola.com

Consider Rezoning for 3100 Navy Boulevard from C-1, C-2 to C-3

Mr. George Biggs on behalf of Centennial Imports, LLC is requesting to rezone the property located at 3100 Navy Boulevard from Commercial (C-1 and C-2) to Commercial (C-3). The current future land use category of Commercial would accommodate this rezoning and so this request does not include a change to the future land use designation. The property is currently occupied by Centennial Imports, LLC, a used car dealership. The applicant indicates the reason for this request is to make the zoning consistent. This request has been routed through the various City departments and utility providers with no significant comments received.

Chairman Ritz stated this was of a serious nature due to C-3 being the most intense commercial district and requested that Mr. Biggs speak.

Mr. Biggs addressed the Board on behalf of John Mobley, the owner. Mr. Mobley had acquired the lots as they became available, and his intent was to refurbish the area, but the design was difficult to accomplish within the three zoning districts. Ms. Deese confirmed the largest parcel was C-3. Chairman Ritz reminded the Board and the audience that if approved as C-3, anything allowed in C-3 under this owner would be available to future owners as well. Mr. Biggs advised the current car dealership was within the C-2 and C-3 districts. He then provided an overlay to demonstrate what the owner planned to develop, and Ms. Deese confirmed the owner needed C-3 for a car dealership. Mr. Biggs pointed out there would still be the required buffers and landscaping.

Chairman Ritz asked for audience input, and there were no speakers. Mr. Biggs stated the existing used car building would be removed and replaced with a whole new configuration. The owner renovated the Mercedes Benz recently which included Volvo, but Volvo now wanted their own space; this was the used car building on the other side of Davidson Street. Chairman Ritz explained this homogenizes the zoning, and this had been a car lot for some time and there were protections for the R-1A district north of it. He felt this would likely improve the entire area and was in favor of approving the request. Mr. Grundhoefer stated he was also in favor of the request since when the zoning maps were drawn, they could easily have been drawn as C-3.

Mr. Larson made a motion to approve, seconded by Ms. Campbell, and the motion carried unanimously.

Amendment to LDC Section 12-12-5 Building Permits - Historic Building Demolition Review

On October 11, 2018, City Council referred to this Board for review and recommendation an Amendment to the Land Development Code to include the addition of a Historic Preservation Commission. Planning Board discussed this agenda item during their November 13, 2018 meeting as well as the January 8, 2019 meeting. This Board directed staff to bring back a previous agenda item that was a recommendation to City Council on November 8, 2016 which addressed this concern from a different angle. The proposed ordinance from 2016 amends Land Development Code Section 12-12-5 Building Permits and sets out a process for review of demolition requests for historic buildings citywide. This would provide standards to be met before demolition permits are issued instead of the creation of a Historic Preservation Commission.

Chairman Ritz pointed out this version references buildings built before 1940 and refers to the Planning Board for some determinations on the historic aspects. Mr. Grundhoefer explained the Board had felt there was no need for an added commission for historic demolition delay. Mr. Larson added the discussion was about the City putting out additional funds for a historic commission and obtaining grant funds.

Chairman Ritz advised the Board would be making the City create additional boards and commissions, whereas this document sticks with what is in play now, and the Board did not believe this would not place an undue burden on this Board. He then asked for audience input.

Mr. Gunther was troubled by the idea of this being controlled by a City employee who was hired and controlled by the Mayor, and it would make more sense to hire someone like Mr. Pristera to determine if the property was historic. Also, it was unclear to him if you wanted to make an application to demolish something, you had to have permits or drawings for what was to replace the structure. He felt this was a little onerous since someone could conceivably be working on plans for replacement while the demolition is ongoing. Ms. Campbell explained she was on the Architectural Review Board (ARB), and when a request is received for a demolition, it is in their comfort zone to know what will replace the structure. In the event the person requesting the demolition has not done all the due diligence, it is in their comfort zone to see what is coming. Mr. Gunther stated that made sense to him in the historic district, but for large areas downtown, it would delay the process unnecessarily. Mr. Grundhoefer explained the intent was that if you want to demolish a building and build something, it helps move the process along since the Board would see the plans for replacement. Ms. Wiggins pointed out Mr. Gunther was not wrong about the mayor, and agreed we have a great mayor. However, she works with another community and had concerns about the current mayor's integrity; he used his staff to punish people who were not his supporters, and she thought that was a point well made with having this in the hands of a City staffer. Ms. Deese clarified this would come before the Planning Board and not as an administrative decision. Chairman Ritz explained the request would come before the Building Official as far as formality and then would be referred to the Board. Ms. Deese read from Page 3, Section (2) Buildings Subject for Review. Ms. Campbell referred to Section 3 Criteria for Determining Significance and the building not necessarily being historical, and this language would be something reviewed by the Board.

Teresa Hill thanked the Board for trying to obtain answers. The demolition of the Sunday House resulted in a demolition moratorium. She advised this process is for districts with no protection, and this ordinance was fully vetted through workshops with public input, however, it was pulled from Council just before the Hallmark demolition. She pointed out the actual existing process to get a demolition required \$100 for the application in which the applicant agrees there is no asbestos, etc., but there is no preemptive site visit; she referred to 1207 Cervantes Street where two houses were demolished. She stated there needs to be some kind of review or public notice for people who might have breathing difficulties. She explained the public was asking for help in protecting areas like Longhollow and Tanyard, giving breathing room for when the demolition permit is issued to when it actually happens.

Mr. Cosson stated he understood the desire for no additional boards. He explained Florida has the Certified Local Government program which is the gateway to national Park Service Grant opportunities for historic properties. Two requirements for becoming a Certified Local Government specifies a Historic Preservation Ordinance which conforms to State guidelines, and a Historic Preservation Board; it is not enough for the duties to be placed on another board, but it requires an additional board to obtain grant monies. He encouraged the Board to consider this path to open up opportunities for Pensacola. Ms. Wiggins indicated the Board spent the majority of the time in the last meeting discussing the positives and negatives of that path.

Mr. Pristera stated he examined the document and the 1940 date.

He pointed out as time marches on, eventually that date would have to be revised and suggested staying with the National Standard of 50 years; if that was not comfortable, try 60 or 75 years, but remove any mention of a hard date. He pointed out the UWF Historic Trust was mentioned in the document as a reviewing party, and that would be a part of their services offered; they could provide research and an unbiased review for determination by the Board. He explained having them as part of the review was critical. He pointed out historical significance was also a National Standard where we use the building to tell a story. He felt it was easier to stay within the National Standard which had already been developed and was the model for many other locations. He also stated if a building was delayed in demolition, it would give his team enough time to document if it was deemed significant and placed it in their records; if it was approved for demolition, they would have some evidence of what it looked like. Mr. Pristera indicated he was not able to get inside of the Hallmark School and was not able to work with anyone to salvage pieces or come up with plans on what could be done afterwards, and this document would give time to consider other solutions.

Mr. Peaden suggested going out and finding what was on the ground before passing a new ordinance or form another layer of regulation. Concerning other alternatives for the applicant to consider, how much can a city or board tell a citizen what they can or cannot do with the property they are trying to get the best use and value out of.

Councilwoman Hill stated she supported the ordinance in 2016 with the delay on demolition, the six-month moratorium, and had worked with Mr. Pristera at other locations and appreciated his thorough job. Taking a demolition one at a time was less time consuming than a full review of the city, and she wanted the Board to support the ordinance.

Chairman Ritz considered Mr. Peaden's suggestion to consider what is here and meshing that with 50 years old designation. Many subdivisions north of I-10 are more than 50 years old which would create huge swaths of the city to be considered historically significant. He considered how much level of effort he would want to go through in order to tear down his own home for something new. Ms. Wiggins pointed out just because a structure is old does not mean it is historic. She also explained we need to be careful with categorizing. Because of its time period (ranch houses), it would be classified historic. She also asked who would maintain the structure if it was determined historic. She agreed with Mr. Pristera that at least the structure should be documented before demolition. She asked if a property owner had a specific plan for a property and was not interested in any alternatives, should they have to wait 120 days. Mr. Grundhoefer explained that delay allowed the Board some time to vet the request. Mr. Larson asked if we allowed everything to be demolished just because someone bought the property, considering shotgun houses, we could lose the history; where would we put the brakes on to say we value the history or we tear down and build new structures. Ms. Wiggins explained there was a cost to maintain the property, and if the City did not maintain it, would it be put on the property owner; we may not want to keep that property since it might become dilapidated. Mr. Grundhoefer pointed out the Board did not have the authority to demand the structure not be demolished, so within a four to five-month period, a house in bad condition would not be in worse condition; he stressed we are trying to preserve our history. Mr. Larson explained we are taking a second look at the requests.

Councilwoman Myers advised she supported this effort even if the Board could not force someone to do something; pushing the pause button was very important since our heritage is quickly being destroyed.

She was most concerned with the Board of Education building on Garden Street which has historical significance relating to WWII and the WPA where women were trained to support the war effort. She stressed before the building is demolished, the public should be able to speak on its preservation. She indicated that building is the rightful heritage of women, and inanimate objects without power to speak for themselves need humans to speak for them before they are destroyed. She also advised the City of Milton has a Historic Preservation Board along with many other cities in Florida.

Chairman Ritz explained whether it was the cultural significance or historical significance of houses or other buildings we may have lost, trying to balance that with someone's economic forward movement for the city was what he wrestled with personally. He explained his father owned the former Sacred Heart Hospital on 12th Avenue, purchasing that building so it would not be torn down; there are few people who would want to make that their life's labor. However, his business makes money in designing new buildings but also in restoring old ones. Mr. Grundhoefer stated there should be a Preservation Board. If this document passes and we see what level of involvement the Board will have and how many projects are referred to the Board, should it become overwhelming, then the City may possibly determine a Historic Board should be developed. He was not prepared to accept the language in the previous document, but this was a good first step, and maybe three to ten years from now, another board could be developed. Chairman Ritz pointed out the powers of this Board did not want to extend beyond what was appropriate by creating another board or saying for the City to create another board; he felt it should originate from the City. Mr. Larson asked if the Board recommended this document to Council, could it ask the question was it the intent of Council to have a Certified Local Government; that would change the whole complexion of the discussion. They had asked the Board to pass a Historic Preservation Commission to maintain our history, but after discussion, the Board did not feel that was in the best interest financially for the City at this time. If their goal is to become a Certified Local Government, then that should return to the Board at that time when that is their focus.

Chairman Ritz pointed out the Board could amend the document for the 1940 hard date. If the date was 1950, there would be a lot of structures such as the Cordova Park, Camelot and entire subdivisions being considered. Ms. Campbell explained if the Board saw the workload becoming overwhelming, then a separate board would be encouraged. Ms. Murphy pointed out some gray areas in determining significance and thought it was a lot of responsibility for the Board. She asked if there was a consultant available for determination for historical or historical significance. Chairman Ritz explained the Board could request outside input, but the document did not guarantee outside input. Mr. Grundhoefer stated the Board had asked Mr. Weeks, the Building Official, how many demolitions were requested; he advised there were only two or three per month at that time. Ms. Deese pointed out demolition permits were issued by Building Inspections, but she remembered the number in 2016 being fewer than they anticipated. Ms. Campbell was interested in the last three years, and Mr. Grundhoefer understood that most of the permits were for unsafe buildings. Ms. Wiggins was more comfortable with razing than demolition as outlined in the document since a remodel fell within a demolition. If she wanted to remodel her home in Cordova Park, it would be considered a demolition because she wanted to remodel a room with an exterior wall facing a public street, and she would come before this Board with a wait of 120 days. Mr. Grundhoefer pointed out the Board was not tasked to review additions like the ARB, however, the exterior wall would come before this Board. Ms. Deese advised in 2019 there were 98 demolitions, in 2017 99 demolitions, in 2018 90 demolitions, and in 2019 10 so far; this totaled 297 in the last three years for commercial and residential.

Chairman Ritz indicated the direction of the Board could be to fine tune the document, and it would still go through a process for approval with Council. He pointed out except for designated districts, there was nothing citywide for protections.

Ms. Campbell made a motion to change the language from built prior to 1940 to over 60 years old (page 3) and recommending approval of the ordinance as submitted. It was seconded by Mr. Larson. Chairman Ritz was still concerned with the 25% removal of roofs or exterior walls (page 2). **The motion then carried 5 to 1 with Ms. Wiggins dissenting.** Since Council was meeting twice a month, Ms. Deese advised the ordinance would most likely be considered at a March Council meeting. Mr. Grundhoefer wanted assurance this item would not be dropped, and Councilwoman Hill said she would make sure it was not.

Open Forum – Mr. Larson stated since Councilwoman Cannada-Wynn asked the Board to look at a Historic Preservation Commission, could the Board ask if that was their goal to be a Certified Local Government, and if so, that would change the complexion of why the Board said no to begin with. He asked if the Board could ask Council if their goal was to be a Certified Local Government. Ms. Campbell advised this had been tossed around for so long even with Mr. Spencer, and he never pursued it. Chairman Ritz agreed the Board could ask that question to Council and await an answer. Ms. Deese referred to the Board's previous meeting where the Council Executive did touch base with Councilwoman Cannada-Wynn and reported back that the basic concept was she wanted some protection for those areas outside the special review districts, and it may or may not be in the form of a Historic Preservation Commission. Chairman Ritz confirmed the conversation was centered around a protection issue. He advised that as the Council read the minutes, they could determine if it was important at that time or as it develops. Ms. Deese stated the Council meetings were on March 14 and 28, and the ordinance would probably be placed on one of those agendas.

Adjournment – With no further business, Chairman Ritz adjourned the meeting at 3:26 pm.

Respectfully Submitted,

A handwritten signature in dark ink, appearing to read 'Brandi C. Deese', with a long horizontal flourish extending to the right.

Brandi C. Deese
Secretary to the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-19

City Council

9/12/2019

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Ann Hill

SUBJECT:

PROPOSED ORDINANCE NO. 24-19 - AMENDING THE CODE OF THE CITY OF PENSACOLA, LAND DEVELOPMENT CODE, SECTION 12-12-5 - BUILDING PERMITS; PROVIDING FOR HISTORIC DEMOLITION REVIEW

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 24-19 on first reading:

AN ORDINANCE AMENDING SECTION 12-12-5 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; CREATING SUBSECTION 12-12-5(E) ESTABLISHING A PROCESS FOR THE REVIEW OF REQUESTS TO DEMOLISH BUILDINGS OF HISTORICAL, ARCHITECTURAL, CULTURAL OR URBAN DESIGN VALUE TO THE CITY; PROVIDING DEFINITIONS; PROVIDING ARCHITECTURAL REVIEW BOARD CRITERIA AND PROCEDURES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In July of 2016, City Council referred to the Planning Board for review and recommendation a proposed ordinance for a Historic Building Demolition Review. Between August and November of 2016, the Planning Board discussed at regular meetings as well as workshops a proposed amendment to the Land Development Code (LDC), which would allow for Historic Building Demolition Review.

Currently the LDC only affords an application and review process for the issuance of demolition permits for those areas within a historic district or other similarly designated area requiring such review. The desire of this amendment was to provide a review process citywide regarding the issuance of demolition permits for historic structures as defined within the LDC.

In October of 2018, City Council referred to the Planning Board a proposed Historic Preservation Commission. In response, at its February 12, 2019 Planning Board Meeting, the Board brought forth a proposed amendment to the LDC allowing for a Historic Building Demolition Review process.

With the assistance of Inspections, Planning Staff, Legal and Council Staff, the proposed amendment to Section 12-12-5 of the LDC, Historic Building Demolition Review is brought forward for Council consideration.

Since no action was taken at the initial public hearing on July 18, 2019, another hearing is scheduled for September 12, 2019.

PRIOR ACTION:

July 18, 2019 - City Council held Public Hearing-no action taken

February 12, 2019 - Planning Board considered Council referral regarding a Historic Preservation Commission

October 11, 2018 - City Council referred to the Planning Board a proposed Historic Preservation Commission

August through November, 2016 - Planning Board discussed at regular meetings as well as workshops to provide a proposed amendment to the Land Development Code for a Historic Building Demolition Review

July 14, 2016 - City Council referred to Planning Board for their review and recommendation a Historic Building Demolition Review Ordinance

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ordinance No. 24-19

PRESENTATION: No

PROPOSED
ORDINANCE NO. 24-19

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 12-12-5 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; CREATING SUBSECTION 12-12-5(E) ESTABLISHING A PROCESS FOR THE REVIEW OF REQUESTS TO DEMOLISH BUILDINGS OF HISTORICAL, ARCHITECTURAL, CULTURAL OR URBAN DESIGN VALUE TO THE CITY; PROVIDING DEFINITIONS; PROVIDING ARCHITECTURAL REVIEW BOARD CRITERIA AND PROCEDURES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-12-5 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

SECTION 12-12-5. - Building permits.

This section is established to provide for building permits for review of compliance with the provisions of this land development code. A "building permit" means any building or construction permit required by Chapter 14-1.

(A) *Application.* Any owner, authorized agent, or contractor who desires to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by the Standard Building Code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit for the work. All applications for building permit shall be accompanied by the following information and materials:

(a) Two (2) complete sets of building construction plans shall be required. In addition, a plot plan drawn to scale depicting the following information shall be required for residential and commercial building permits:

1. Lot dimensions, boundary lines, area of the lot, and its legal description.
2. The locations and dimensions of buildings, structures or additions, including all overhangs, eaves and porches.
3. The yard requirements indicating distance from all property lines to the proposed buildings, structures or additions in feet.
4. The existing and proposed uses of each building, structure or addition.
5. Access and parking layout, including driveway location. Where applicable, required loading and unloading spaces should be indicated.
6. Elevations showing architectural features of each side of the existing and proposed construction.
7. Where application is made to build upon a lot nonconforming in size or dimensions (lot of record), the application shall be accompanied by a recorded deed giving description of the property as of July 23, 1965.
8. For all plans except single-family or duplex dwellings a landscape plan is required pursuant to section 12-6-4.

(b) Proof of sewer tap from Escambia County Utilities Authority.

(c) Completed current Florida Model Energy Efficiency Code Building Construction.

One (1) copy of the plans shall be returned to the applicant by the building official after he has marked such copy either as approved or disapproved and attested same by his signature on such copy. The original, similarly marked, shall be retained by the building official.

(B) *Issuance of building permits.* No application for a building permit shall be approved by the building official for any building, structure, or addition on any lot in violation of this chapter or not in compliance with any provisions of this chapter, unless authorized under subsection 12-12-2(A)(2), Variances.

(C) *Construction and occupancy to be as provided in applications.* Building permits issued on the basis of plans and applications approved by the building official authorize only the occupancy, arrangement, and

construction set forth in such approval plans and applications, and no other occupancy, arrangement, or construction. Occupancy, arrangement, or construction in variance with that authorized shall be deemed a violation of this chapter, unless such change is reviewed and approved by the building official.

(D) *Expiration of building permits.* Every permit issued shall become invalid unless the work authorized by such permit is commenced within six (6) months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six (6) months after the time the work is commenced; provided that, for cause, one or more extensions of time, for periods not exceeding ninety (90) days each, may be allowed, and such extensions shall be in writing by the building official.

(E) This section shall be known and cited as the City of Pensacola's Historic Building Demolition Review Ordinance. The purpose of this section is to establish a predictable process for reviewing requests to demolish certain historic buildings not located within historic and preservation land use districts in order to establish an appropriate waiting period during which the City and the Applicant can propose and consider alternatives to the demolition of a building of historical, architectural, cultural or urban design value to the City.

(1) Definitions.

For the purposes of this section only, the following words and phrases, whether or not capitalized, shall have the following meanings:

Applicant means the person or persons filing an application for review under this Section.

Application means a Demolition Permit application for review under this Section, filed with the City's Inspection Services Division.

Application filing date means the date on which the application was filed with the City's Inspection Services Division.

Architectural Review Board means the City's Architectural Review Board as advisors to the City Council.

Contributing Structure means any building adding to the historic significance of a property or district.

Day means any day, including Saturdays, Sundays, and holidays.

Demolition means any act of pulling down, destroying, razing, or removing a building.

Demolition permit means a permit issued by the Inspection Services Division authorizing the demolition of a building pursuant to an application.

Florida Master Site File means the State of Florida's official inventory of historical, cultural resources including archaeological sites, historical structures, historical cemeteries, historical bridges and historic districts, landscapes and linear resources.

Historic Building means a building or structure that is:

- (a) At least 50 years in age or more; or
- (b) Individually listed in the National Register of Historic Places; or
- (c) A contributing property in a National Register of Historic Places listed district; or
- (d) Designated as historic property under an official municipal, county, special district or state designation, law, ordinance or resolution either individually or as a contributing property in a district; or
- (e) Determined potentially eligible as meeting the requirements for listing in the National Register of Historic Places, either individually or as a contributing property in a district, by the Secretary of the Interior.

Historic Site means a place, or associated structures, having historic significance.

Historic Structure means a building, bridge, lighthouse, monument, pier, vessel or other construction that is 50 years in age or more and is designated or that is deemed eligible for such designation by a local, regional or national

jurisdiction as having historical, architectural or cultural significance.

Neighborhoods means all the areas of the City.

Significant building means a building with respect to which the Architectural Review Board has made a determination, that further examination, ~~including the public hearing required by this Section,~~ is warranted to determine whether a delay in demolition should be required.

National Register of Historic Places means the official Federal lists of districts, sites, buildings, structures and objects determined significant in American history, architecture, archaeology, engineering and culture.

(2) Buildings Subject to Review.

The following buildings are subject to review by the Architectural Review Board for the purpose of determining whether such buildings are historically significant:

Any building located in the Neighborhoods of the city of Pensacola if:

- (a) Such building, or the portion thereof to which the application relates, is 50 years old or older; or
- (b) Such building is listed on the City of Pensacola's "Local Registry of Historic or Significant Buildings" and/or the Florida Division of Historical Resource's Florida Master Site File, or
- (c) Such building or the portion thereof is determined to be a historically significant building pursuant to subsection (4)3 (5)c, herein.
- (d) ~~Such building is located in one of the City of Pensacola's historic preservation districts AND is confirmed as a contributing structure to that district.~~

(3) Exemptions.

Demolition of historic buildings, whether contributing or noncontributing, located in the following districts shall be exempt from this section.

- (a) Pensacola Historic District, refer to section 12-2-10(A)(9) to (11);
- (b) North Hill Preservation District, refer to section 12-2-10(B)(9);
- (c) Old East Hill Preservation District, refer to section 12-2-10(C)(10);
- (d) Palafox Historic Business District, refer to section 12-2-21(F)(2)(d); and
- (e) Governmental Center District.

(4) Enforcement.

- (a) Issuance of Demolition Permit. With exception to the districts listed in subsection 3, herein, the requirements set forth in this Section are in addition to, and not in lieu of, the requirements of any other codes, ordinances, statutes, or regulations applicable to the demolition of buildings. The Building Official shall not issue any demolition permit relating to a building that is subject to review, unless:
 - 1. The Building Official has determined that the building is unsafe in accordance with City Code Section 14-1-139.
 - 2. The Building Official: (i) has received a notice issued by the Architectural Review Board, that the building is not subject to review under this section, or is not a historically significant building, or (ii) has not received such notice within the time period set forth in subsection ~~(4)~~(5)(a); or
 - 3. The Building Official: (i) has received a notice issued by the Architectural Review Board that no demolition delay is required; or (ii) has not received such notice within the time period set forth in subsection ~~(4)~~(5)(a); or
 - 4. The Building Official has received a notice issued by the Architectural Review Board that there is no feasible alternative to demolition; or
 - 5. The demolition delay period set forth in subsection ~~(4)~~(5)(a) has expired.

(b) Required Demolition or Repair.

1. Demolition. Nothing in this section shall restrict the authority of the Building Official to order the building owner, or the City, to demolish a building at any time if the Building Official determines that the condition of a building or part thereof presents an imminent and substantial danger to the public health or safety.

(5) Procedure.

- (a) Application. An application for review under this section shall be made in the manner provided below. The process, from start (application) to finish (determination and/or permit issuance) shall not exceed ~~120~~¹⁵⁰ 120 days. If the Applicant is not the owner of record of the building, the owner or owners of record shall co-sign the application.

1. Time for Filing Application. The Applicant (or building owner) is encouraged to apply for review under this section as early as possible, so that any necessary review, and any delay period required by this Section, may be completed prior to, or during, any other review to which the building or its site may be subject.

2. Application for Early Review. At any time prior to filing an application for a demolition permit, the Applicant may apply for review under this Section by submitting a request in writing to the Architectural Review Board.

3. Informational evidence: The Applicant must submit for review sufficient information to enable the Architectural Review Board to make their determination, including an accurate site plan showing the footprint, photos of all sides of the subject building and the site to indicate all existing site features, such as trees, fences, sidewalks, driveways and topography, and photos of the adjoining streetscape, including adjacent buildings to indicate the relationship of the existing structure to the surrounding properties.

- (b) Determination: Applicability of Review and Significance of Building. After its receipt of an application from Planning Staff, the Architectural Review Board shall determine: (1) whether the building is subject to review under this Section, and (2) whether the building is a historically significant building. The Architectural Review Board may seek the assistance of City staff or the University of West Florida's Historic Trust or the University of West Florida Archaeological Institute.

The initial review process shall be handled as an abbreviated review involving staff, and the Chairman or his/her designee of the Architectural Review Board, and a staff member of West Florida Historic Preservation, Inc. If it is determined by the abbreviated review panel to be potentially architecturally historically significant, the application would then go to the full Architectural Review Board for review.

However, if the building is determined by the abbreviated review panel to not be historically significant by not meeting the criteria set forth in subsection (5)c, the Historic Building Demolition Review will end.

The Architectural Review Board shall issue a notice of its determination within ~~forty five (45)~~ sixty (60) days of an application being received. If the Architectural Review Board determines that the building is historically significant, such notice shall:

1. indicate that the Architectural Review Board will hold a public hearing within the time period required by this Section; and
2. invite the Applicant to submit any information that the Applicant believes will assist the Architectural Review Board in: (i) determining whether the building is subject to demolition delay according to the criteria set forth herein, and (ii) evaluating alternatives to demolition.

- (c) Set forth the Criteria for Requiring Demolition Delay. The Architectural Review Board shall make its determination concerning the requirement of demolition delay according to the following criteria: ~~set forth herein.~~ To determine that a historically significant building is subject to the demolition delay, the Architectural Review Board must find that, in the public interest, it is preferable that the building be preserved or rehabilitated rather than demolished. In making such finding, the Architectural Review Board shall consider the criteria for determining historical significance.

The Applicant is encouraged to present any information the Applicant believes will assist the Architectural Review Board in making its determination.

Provide Information regarding the Early Determination of No Feasible Alternative. At the ~~hearing~~ determination meeting or within the demolition delay period, the Applicant may present any information the Applicant believes will assist the Architectural Review Board in evaluating alternatives to demolition. If, at such hearing, the Architectural Review Board finds that demolition delay is required, and also finds that the information presented at such hearing is sufficient for the Board to issue a determination that there is no feasible alternative to demolition, the Board shall issue such determination within the time period set forth in this subsection for the issuance of the Architectural Review Board's hearing determination.

- (d) Criteria for Determining Significance. The Architectural Review Board shall determine that the building to which the application relates is a historically significant building if:

1. The building is associated with events that had have made a significant contribution to the broad patterns of our national, regional or historical local history; or
2. The building is associated with the lives of persons significant in our national, regional or local past; or
3. The building embodies the distinctive characteristics of a type, period or method of construction , or that represents the work of a master, or that possess high artistic values, or that represents a significant and distinguishable entity whose components may lack individual distinction; or
4. The building has yielded, or may be likely to yield, information important in national, regional or local history.

~~(c) Architectural Review Board Hearing to Determine Whether Historically Significant Building is Subject to Demolition Delay.~~

1. ~~Hearing Requirement; Time for Issuance of Determination. If the Architectural Review Board has determined that a building is historically significant, the Architectural Review Board shall hold a public hearing to determine whether the building is subject to the demolition delay required herein. At such hearing, the Architectural Review Board also may consider alternatives to demolition. The Architectural Review Board shall issue its determination pursuant to such hearing within forty five days (45) of the Public Hearing. Additionally, the Architectural Review Board may consult with the Florida Division of Historical Resources and State Historical Preservation Office or other consulting parties for comment within prior to thirty (30) days of the Public Hearing.~~
2. ~~Criteria for Requiring Demolition Delay. The Architectural Review Board shall make its determination concerning the requirement of demolition delay according to the criteria set forth herein. The Applicant is encouraged to present any information the Applicant believes will assist the Architectural Review Board in making its determination.~~

3. ~~Early Determination of No Feasible Alternative.~~
~~At the hearing, the Applicant may present any information the Applicant believes will assist the Architectural Review Board in evaluating alternatives to demolition. If, at such hearing, the Architectural Review Board finds that demolition delay is required, and also finds that the information presented at such hearing is sufficient for the Board to issue a determination that there is no feasible alternative to demolition, the Board shall issue such determination within the time period set forth in this subsection for the issuance of the Architectural Review Board's hearing determination.~~
4. ~~Hearing Notice and Procedure.~~ Except where otherwise specified in this Section, the conduct of any public hearing held, including public notices, hearing procedures, votes, records, and the like, shall be governed by the rules and procedures established by the Architectural Review Board through its duly adopted regulations and by laws.

(e)Criteria for Determination that Building is Subject to Demolition Delay. To determine that a **historically** significant building is subject to the demolition delay, the Architectural Review Board must find that, in the public interest, it is preferable that the building be preserved or rehabilitated rather than demolished. In making such finding, the Architectural Review Board shall consider the criteria for determining **historical** significance.

(f)Demolition Delay.

1. **Delay Period.** If the Architectural Review Board has issued a determination that a **historically** significant building is subject to demolition delay, the Building Official shall not issue a demolition permit until one hundred and twenty ~~(120)~~ **sixty (60)** days have elapsed following the close of the public hearing **sixty (60) days have elapsed from the date of determination but in no case exceeding the aggregate of 120 days from the date of application. has expired.**

Upon expiration of the delay period, the Architectural Review Board shall issue a notice in writing stating that such delay period has expired, and the date of such expiration, unless the Architectural Review Board has issued a determination that there is no feasible alternative to demolition.

2. Invitation to Consider Alternatives. If the Architectural Review Board has determined that a historically significant building is subject to demolition delay, and has not determined, at the hearing that there is no feasible alternative to demolition, the Architectural Review Board shall invite the Applicant (or the owner of record, if different from the Applicant) to participate in an investigation of alternatives to demolition. The Architectural Review Board also may invite the participation, on an advisory basis, of City Staff, as well as any individual or representative of any group whose participation the Applicant (or owner) requests, to assist in considering alternatives.

- (g) Evaluation of Alternatives to Demolition. In evaluating alternatives to demolition, the Architectural Review Board may consider such possibilities as: the incorporation of the building into the future development of the site; the adaptive re-use of the building; the use of financial or tax incentives for the rehabilitation of the building; the removal of the building to another site; and, with the owner's consent, the search for a new owner willing to purchase the building and preserve, restore, or rehabilitate it.

In evaluating alternatives to demolition, the Architectural Review Board shall consider, and shall invite the Applicant to present, the following information:

1. The cost of stabilizing, repairing, rehabilitating, or re-using the building;
2. A schematic, conceptual design drawing;

3. Any conditions the Applicant proposes to accept for the redevelopment of the site that would mitigate the loss of the building; and
 4. The availability of other sites for the Applicant's intended purpose or use.
- (h) Determination of No Feasible Alternative. If, based on its evaluation of alternatives to demolition, the Architectural Review Board is satisfied that there is no feasible alternative to demolition, the Architectural Review Board may issue a determination prior to the expiration of the delay period, authorizing the building official to issue a demolition permit.
- (i) Notice. Any determination or notice issued by the Architectural Review Board or its staff shall be transmitted in writing to the Applicant, with copies to the building official and, where applicable, to any individual or group that the Architectural Review Board has invited to participate in an exploration of alternatives to demolition.

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

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 19-00418

City Council

9/12/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PITT SLIP AMENDED AND RESTATED LEASE

RECOMMENDATION:

That City Council approve the Amended and Restated Lease Agreement requested by Seville Harbour, Inc. (f/k/a South Florida Marine Investors, Inc.). Further that City Council authorize the Mayor to take all necessary actions to execute the Amended and Restated Lease Agreement.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Attorneys for the City have negotiated an amended and restated lease with Seville Harbour, Inc. Seville Harbour subleases the upland improvements to Merrill Land Company. Those upland improvements include the Fish House and Atlas restaurants. The proposed lease includes the following provisions:

- i. The proposed lease is a fully amended and restated lease, superseding the earlier lease and the amendments thereto.
- ii. The current extension of the lease expires February 28, 2045. The new amended and restated lease is for 99 years with a termination date of August 31, 2118.
- iii. The leased premises are the submerged lands in the Pitt Slip marina area and the uplands where the Fish House and Atlas restaurants are currently located, including the parking lots immediately adjacent to the building and the oyster shell parking lot south of the restaurant. The parking lot across the street and west of the restaurants is not included as part of the leased premises.
- iv. The leased premises are subject to the covenants, conditions, and restrictions of the federal and state grants to the extent that they apply.
- v. The leased premises may be used for a marina, a harbor master facility, ships store, fuel

facilities, parking, restaurants, office space, lounges, and other ancillary, compatible marina uses.

- vi. The City shall contribute \$350,000 towards the construction of a breakwater. If the breakwater is damaged or destroyed during a hurricane or other event, Seville Harbour is responsible for rebuilding the breakwater.
- vii. Rent will remain at its current amount for the remainder of the current extension through February 2045. Beginning on March 1, 2045, and continuing through the remainder of the lease, the base rent will increase 108%. Thereafter, automatic adjustments to the base rent will occur every five years based on the CPI.
- viii. Seville Harbour will be able to assign or sublease its interest in whole or in part, to which the City's consent shall not be unreasonably withheld.
- ix. Seville Harbour acknowledges that the grant restrictions may restrict in perpetuity all or substantial portions of the leased premises to use as an outdoor recreation area for the use and benefit of the general public.
- x. The marina facilities will be open and available to the general public, with slips being available to the public for lease by the day, week, or month, with no lease term exceeding seven months. A reasonable number of boat slips will be reserved for transient, day use, or other special public purpose.
- xi. In no event shall the use of the leased premises by lessee or any other person or entity interfere with the public's use of Bartram Park or any other park or public area adjacent to the leased premises. Visitors to Bartram Park will have use of Bartram Park unrestricted by any provisions of the lease, and that use includes without limitation full access to the water adjacent to Bartram Park for public outdoor recreational uses.
- xii. Seville Harbour will dismiss with prejudice its case, including any claim for attorneys' fees and costs, in Case No. 2014 CA 000081.

PRIOR ACTION:

November 8, 2018 - The City Council approved the declaration of the existence of exigent circumstances regarding parcels I, IA and III included in the Seville Harbour lease in accordance with Section 2-3-4 of the City Code.

October 11, 2018 - The City Council did not vote on a proposed purchase and sale agreement of parcels I, IA and III included in the Seville Harbour lease. The motioned died due to lack of a second.

June 14, 2018 - The City Council did not approve a motion to approve a settlement proposal encompassing the lease of South Palafox property, the sale of Pitt Slip parcels and an agreement addressing satisfaction of payment of prevailing party attorneys' fees in the Fish House lawsuit.

September 18, 1985 - The City initially entered into the 30 year Pitt Slip Lease for parcels IA, I and III, and there have been several amendments to the original lease since that time, and several assignments related thereto.

FUNDING:

N/A

FINANCIAL IMPACT:

The City's contribution of \$350,000 towards the construction of the breakwater will be funded from the Insurance Retention Fund.

CITY ATTORNEY REVIEW: Yes

9/3/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
Keith Wilkins, Deputy City Administrator

ATTACHMENTS:

- 1) Amended and Restated Lease

PRESENTATION: No

STATE OF FLORIDA
COUNTY OF ESCAMBIA

AMENDED AND RESTATED LEASE

THIS AMENDED AND RESTATED LEASE (this "Amended Lease") is made and entered into this ____ day of _____, 2019 (the "Lease Effective Date") by and between the CITY OF PENSACOLA, a Florida municipal corporation ("Lessor"), whose address is 222 W. Main Street, Pensacola, Florida 32502, and SEVILLE HARBOUR, INC. (f/k/a South Florida Marine Investors, Inc.), a Florida corporation, ("Lessee"), whose address is 850 S. Palafox Street, Suite 102, Pensacola, Florida 32502. Lessor and Lessee are collectively referred to herein as the "Parties".

W I T N E S S E T H:

WHEREAS, Lessor is the fee simple owner of the land described in Exhibit "A" attached hereto and incorporated herein by reference;

WHEREAS, Lessor and Florida Sun International, Inc., as lessee, entered into that certain Pitt Slip Marina Lease Agreement dated September 18, 1985, and that certain Amendment to Pitt Slip Lease Agreement dated October 17, 1985 (collectively, the "Original Lease"), whereby Florida Sun International leased such real property from Lessor;

WHEREAS, the Original Lease is evidenced by that certain Memorandum of Lease recorded in O. R. Book 2249, Page 859, and re-recorded in O. R. Book 2259, Page 767, Public Records of Escambia County, Florida, and is attached as Exhibit "A" to that certain Absolute Assignment of Lease recorded in O. R. Book 3624, Page 100, Public Records of Escambia County, Florida;

WHEREAS, Lessee is the current lessee under the Original Lease by virtue of instruments recorded, respectively, in O. R. Book 2249, Page 862; O. R. Book 2913, Page 967; O. R. Book 2973, Page 223; O. R. Book 3624, Page 100; O. R. Book 4067, Page 375; and O. R. Book 4551, Page 312; all of the Public Records of Escambia County, Florida;

WHEREAS, Lessor and Lessee acknowledge and agree that the Original Lease has not been amended except as referenced above and that the Original Lease is in full force and effect in accordance with its terms;

WHEREAS, Lessor and Lessee desire to amend and restate the Original Lease in its entirety as set forth hereinbelow;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the covenants and conditions set forth below, the Parties mutually agree, each for itself and its successors, as follows:

1. RECITALS AND AMENDMENT. The foregoing recitals are true and correct and are hereby incorporated herein by reference. This Amended Lease amends and restates the Original Lease in its entirety.

2. LEASED PREMISES. Lessor hereby leases to Lessee, and Lessee hereby rents and takes from the Lessor, those certain parcels of real property described as Parcels I, IA and III in Exhibit "A" attached hereto and incorporated herein by reference, excluding, however, any portion of such real property that is part of the uplands portion of Bartram Park (the "Leased Premises"), upon the terms and subject to the conditions of this Lease. A copy of the most recent survey of a portion of the property is attached as Exhibit _____. In the event that Lessee has not located or obtained a survey of the remainder of the Leased Premises prior to the date of execution of this Lease, then within ninety (90) days after the Lease Effective Date, Lessee, at Lessee's sole cost and expense, shall deliver to Lessor a current survey of the Leased Premises, prepared by a Florida-licensed land surveyor reasonably acceptable to Lessor, and certified by such surveyor as meeting the minimum Florida survey requirements. Within thirty (30) days after Lessor's written approval of such survey, Exhibit "A" hereto shall be amended accordingly by a written instrument executed by Lessor and Lessee and recorded in the public records of Escambia County, Florida. The "Leased Premises" do not include Parcel II as described in Exhibit "A" to the Original Lease, and said Parcel II is hereby expressly deleted from the Original Lease as amended and restated by this Amended Lease.

Notwithstanding anything in this Amended Lease to the contrary, the Leased Premises are leased subject to the following matters:

(a) All matters appearing in the public records of Escambia County, Florida, including but not limited to the matters listed hereinbelow;

(b) All terms, covenants, conditions and restrictions of the following documents to the extent if any they restrict or regulate the Leased Premises:

(1) Florida Department of Natural Resources, Florida Recreation Development Assistance Program, Project No. 1-01-10, including but not limited to:

a. Notice of Limitation of Use / Site Dedication recorded in O. R. Book 2343, Page 763, Public Records of Escambia County, Florida;

b. Florida Department of Natural Resources, Florida Recreation Development Assistance Program, Project Agreement, Project No.

1-01-10, dated November 22, 1983, recorded in O. R. Book 2343, Page 764, Public Records of Escambia County, Florida; and

c. Florida Department of Natural Resources, Florida Recreation Development Assistance Program, Amendment to Agreement, dated July 2, 1985, recorded in O. R. 2343, Page 772, Public Records of Escambia County, Florida.

(2) Federal Land and Water Conservation Fund Project No. 12-00132, William Bartram Memorial Park Project, administered by Florida Department of Environmental Protection, Division of Recreation and Parks, including but not limited to:

a. Land and Water Conservation Fund Project Agreement dated June 22, 1977, between U. S. Department of Interior, Bureau of Outdoor Recreation, and the State of Florida.

(3) Florida Recreation Development Assistance Program, FRDAP Project No. 1-01-8 for development of William Bartram Memorial Park, including but not limited to:

a. State of Florida, Department of Natural Resources, Florida Recreation Development Assistance Program Development Agreement dated October 9, 1979;

b. State of Florida, Department of Natural Resources, Florida Recreation Development Assistance Program Amendment to Development Agreement;

c. Limitation of Use recorded in O. R. Book 1408, Page 909, Public Records of Escambia County, Florida; and

d. Amended Limitation of Use recorded in O. R. Book 1732, Page 102, Public Records of Escambia County, Florida.

(c) Site Specific Development Plan for the Leased Premises;

(d) Permit Agreement recorded in O. R. Book 1073, Page 660, Public Records of Escambia County, Florida;

(e) Easement contained in Ordinance vacating roads recorded in O. R. Book 2332, Page 639, Public Records of Escambia County, Florida;

(f) Underground Easement for Electric Services to Gulf Power Company recorded in O. R. Book 2251, Page 475, Public Records of Escambia County, Florida;

(g) Memorandum of Agreement recorded in O. R. Book 6230, Page 1239, Public Records of Escambia County, Florida;

(h) Any state of facts which an accurate survey or physical inspection of the Leased Premises would show;

(i) The current Site Specific Development (SSD) zoning designation, and all zoning laws, ordinances, resolutions, restrictions, rules and regulations, building and use restrictions, future land use maps, uses, restrictions and provisions, and other laws, rules and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction;

(j) Easements which are hereby reserved by Lessor for the use and benefit of the general public on, over and across all public and private sidewalks, roads, and drives now or hereafter located or constructed upon the Leased Premises or any portion thereof;

(k) Utility easements which are hereby reserved by Lessor for all utilities, if any, located on, over, under or across the Leased Premises or any portion thereof; and

(l) All the terms, covenants, conditions and other provisions of this Amended Lease.

Without limiting the foregoing, Lessor and Lessee expressly acknowledge and agree that neither this Amended Lease nor any of its terms or conditions are intended, nor shall be construed or operate, to affect, terminate, modify, or amend in any respect the sublease currently in effect between Lessee, as sublessor, and Merrill Land, LLC, as sublessor. The sublessee under such sublease shall be an intended third party beneficiary of the covenant in the preceding sentence and shall be entitled to enforce the same against the Parties hereto as to the remaining term of its sublease unless such sublease is amended or replaced.

3. USE OF PREMISES; COMPLIANCE WITH GRANTS.

(a) Lessee shall use the submerged land portions of the Leased Premises solely as a marina complex of approximately 94 boat slips making said slips available for rent by the public on a non-discriminatory, first come first served basis. The Leased Premises also may be used as a harbor master facility, ships store, fuel facilities, parking, restaurants, office space, lounges, and other ancillary, compatible marina uses if and to the extent permitted by the Site Specific Development Plan identified in Section 2(c) above. Notwithstanding any contrary provision of this Amended Lease, in no event shall Lessee use the Leased Premises for any use or purpose that violates the terms, conditions, covenants or restrictions of any permit, grant, or instrument identified in Section 2. Lessee acknowledges that among other terms, conditions, covenants, and restrictions, the permits, grants, and instruments identified in Section 2 above may restrict in perpetuity all or substantial portions of the Leased Premises to use as an outdoor recreation area for the use and benefit of the general public. These facilities will be open and available to the general public, with slips being available to the public for lease by the

day, week, or month, with no lease term exceeding seven (7) months. A reasonable number of slips will be reserved for transient, day use, or other special public purpose.

(b) In no event shall the use of the Leased Premises by Lessee or any other person or entity interfere with the public's use of Bartram Park or any other park or public area adjacent to the Leased Premises or with the use or operation of the Port of Pensacola. Visitors to Bartram Park will have use of Bartram Park unrestricted by any provisions of this Amended Lease, including without limitation full access to the water adjacent to Bartram Park for swimming, fishing, launching kayaks and paddleboards, parking, and other public outdoor recreational uses.

4. IMPROVEMENTS.

(a) No later than January 1, 2020, Lessee shall obtain all required permits for and shall begin actual construction of a breakwater on a portion of the submerged land that is part of the Leased Premises, and Lessee shall thereafter diligently and continuously prosecute such construction until completion, and shall complete such construction no later than December 31, 2021; provided that Lessee shall not commence such construction until Lessor shall have given its written approval of the location, plans, and specifications for such breakwater, such approval not to be unreasonably withheld. Lessee warrants to Lessor that such breakwater shall be constructed in a good and workmanlike manner and that Lessee shall expend not less than Two Million Dollars (\$2,000,000.00) for the construction of the breakwater and marina improvements on the submerged land of the Leased Premises. Lessor shall contribute Three Hundred Fifty Thousand Dollars (\$350,000.00) toward the cost of construction of the breakwater with said amount to be paid directly to the Lessee's breakwater contractor as part of its final payment application and within 30 days of invoicing. The Parties recognize that the breakwater is for the protection of the marina. Upon full execution of this Amended Lease, Lessee shall dismiss with prejudice, including its claim for taxation of costs and attorneys' fees, the pending case styled Seville Harbour, Inc. and Merrill Land, LLC v. The City of Pensacola, Case No. 2014-CA-000081, in the Circuit Court in and for Escambia County, Florida. The time deadlines for commencement and completion of such breakwater shall be extended day for day to the extent of delays resulting from a Force Majeure Event (as defined in Section 16 below), provided that Lessee shall be conclusively deemed to have waived its right to extend such time deadlines by reason of a Force Majeure Event if Lessee fails to give Lessor written notice of such Force Majeure Event within thirty (30) days after the first occurrence of such Force Majeure Event, and provided that in no event shall either of such deadlines be extended for more than one hundred eighty (180) days. In the event that Lessee fails to comply with its obligations under this paragraph (a), then in addition to all other remedies available to Lessor, Lessor shall be entitled to collect, as rent, the amount of additional real property ad valorem taxes that it would have received had Lessee complied with such obligations, and Lessor shall be entitled to continue to receive said amount until Lessee complies with such obligations. For the avoidance of

doubt, such breakwater is part of the "Improvements" as defined in paragraph (b) below and is subject to the provisions of paragraphs (b), (c), (d) and (e) below.

(b) The aforesaid breakwater and all other buildings, improvements, and signage now existing or hereafter constructed or placed on the Leased Premises at any time and from time to time during the Term of this Amended Lease are referred to in this Amended Lease as the "Improvements". Lessee shall be solely responsible to ensure that all Improvements and all design, construction, alteration, removal, and demolition of any Improvements shall at all times comply with all applicable laws, codes, ordinances, rules, and regulations, including but not limited to the federal Americans with Disabilities Act and regulations thereunder, and shall be maintained in good repair. Lessee shall not construct, alter, remove, or demolish any Improvements, in whole or in part, without first having obtained the written approval of Lessor, which approval shall not be unreasonably withheld, conditioned, or delayed. No Improvements shall be constructed, altered, removed, or demolished except in strict accordance with architectural design, site plan, construction contracts, construction budget, construction schedule, and plans and specifications approved in writing by Lessor prior to commencement of such work, such approvals not to be unreasonably withheld, conditioned, or delayed; provided, however, that the approval of Lessor required by this paragraph shall not be deemed to be any acknowledgement by the Lessor that such plans and specifications, other approved items, or the proposed Improvements or other work complies or will comply with applicable laws, codes, ordinances, rules, and regulations, and shall not relieve Lessee from obtaining all governmental authorizations, permits and approvals required by applicable laws, codes, ordinances, rules, and regulations, all of which shall be obtained prior to commencement of construction, alteration, removal or demolition of any Improvements. Without limiting the generality of the foregoing, the materials, architectural design, and plans and specifications of any Improvements shall conform with any applicable published design criteria established by the City of Pensacola as in effect from time to time and shall be compatible with the materials and architecture of other then-existing buildings and improvements within the vicinity of the Leased Premises.

(c) Lessee shall be solely responsible for payment of all hard and soft costs of construction, alteration, removal, and demolition of any Improvements and, prior to commencement of any work on the Leased Premises, Lessee shall provide Lessor with reasonably satisfactory evidence of Lessee's ability to pay the costs of such work as and when due. Lessee shall cause all work and Improvements on the Leased Premises to be performed and constructed with new materials and in a good and workmanlike manner, pursuant to valid building permits and in conformance with this Amended Lease, all applicable federal, state, county and municipal laws, codes, ordinances, rules and regulations, and Lessor's reasonable construction rules and regulations. Lessee shall indemnify, defend and hold Lessor free and harmless from all liens and claims of lien, and all other liability, claims and demands arising out of any work done or material supplied to the Leased Premises by or at the request of Lessee. All Improvements (expressly excluding, however, movable office furniture and trade fixtures, trade equipment, and houseboats) shall be deemed to be a part of the real estate and shall remain upon and be surrendered with the Leased Premises upon the termination of this

Amended Lease. Except to the extent otherwise provided in paragraph (a) above with respect to the breakwater, upon commencement of any permitted construction, alteration, removal or demolition, Lessee shall thereafter diligently and continuously prosecute such work to completion within a reasonable time.

(d) Lessor shall have the right, but not the obligation, to require Lessee to post a payment and performance bond for any construction contract exceeding \$1,000,000, said bond to be posted on an American Institute of Architect form, naming Lessor as the intended beneficiary, and complying with any applicable statutory requirements.

(e) Notwithstanding the foregoing or any other provision of this Amended Lease, neither Lessor's interest in the Leased Premises nor the Improvements shall be subject to any lien, statutory or otherwise, by reason of any Improvements constructed or altered upon, removed from or demolished on the Leased Premises or work, labor, services or materials performed upon or supplied to the Leased Premises by or upon the order or request of Lessee or its employees or contractors or anyone acting by, through or under Lessee. All persons performing labor or service or furnishing materials to the Leased Premises on the order of Lessee must look solely to Lessee for payment. Lessee shall keep the Leased Premises and Improvements free from any construction liens, mechanics liens, vendors liens or any other liens or claims arising out of any work performed, materials furnished or obligations incurred by or at the request of Lessee or its employees, contractors, or anyone acting by, through or under Lessee, all of which liens and claims are hereby expressly prohibited, and Lessee shall defend, indemnify and hold Lessor harmless from and against any such lien or claim or action thereon, together with costs of suit and reasonable attorneys' fees and costs incurred by Lessor in connection with any such lien, claim or action.

In the event that any claim or lien shall be recorded against the Leased Premises or Improvements in violation of this paragraph and such claim or lien shall not be removed or discharged within ninety (90) days of filing, Lessee shall, within ten (10) days of Lessor's written demand, either transfer such lien to a transfer bond or deposit with Lessor 150 percent of the amount of said lien, at Lessor's option. Nothing within this Amended Lease shall be deemed to subject the Lessor's property to a construction lien, and any such lien shall be deemed invalid.

(f) During the Term of this Amended Lease, Lessee shall permit the representatives of Lessor access to the Leased Premises and Improvements at all reasonable times deemed necessary for the purpose of confirming Lessee's compliance with this Amended Lease, including but not limited to inspection of all work being performed in connection with the construction, alteration, removal, or demolition of Improvements.

5. TERM. The term of this Amended Lease (the "Term") shall commence on the Lease Effective Date and shall end on August 31, 2118.

6. RENT.

(a) Base Rent. Beginning on the Lease Effective Date and continuing to and including February 1, 2045, and as compensation for the use of the Leased Premises, Lessee shall pay the Lessor annual base rent in the amount of \$46,161.60 (the "Base Rent"), payable in twelve (12) equal monthly installments of \$3,846.80 each in accordance with paragraph (b) below (each such monthly installment being referred to herein as a "Monthly Rent Payment"). Beginning on March 1, 2045 and continuing to and including August 31, 2118, and as compensation for the use of the Leased Premises, Lessee shall pay the Lessor annual base rent in the amount of \$96,016.20 (the "Base Rent"), payable in twelve (12) equal monthly installments of \$8001.35 in accordance with paragraph (b) below (each such monthly installment being referred to herein as a "Monthly Rent Payment"), subject to adjustment as provided in paragraph (c) below.

(b) Base Rent Payment Terms. Each Monthly Rent Payment shall be due and payable in advance, without invoicing, notice, demand, deduction or set-off, on the first (1st) day of each calendar month beginning on the Lease Effective Date and continuing during the remainder of the Term; provided that the first Monthly Rent Payment shall be pro-rated according to the Lease Effective Date and the number of days remaining in the month in which the Lease Effective Date occurs, and shall be due and paid by Lessee to the Lessor on the Lease Effective Date.

(c) Automatic Periodic Adjustments to Base Rent. The term "Lease Year" as used in this Amended Lease shall mean each period of twelve (12) consecutive months that commences on March 1 of any calendar year; provided that the first Lease Year shall commence on the Lease Effective Date and shall end on February 29, 2020. Effective on and as of March 1, 2050 and on and as of the first day of every fifth (5th) Lease Year thereafter, the annual Base Rent shall be increased in direct proportion to the increase, if any, of the CPI (hereinafter defined) for the third month prior to such date (the "New CPI") over the CPI for the same month five (5) years earlier (the "Base CPI") as follows: The Base Rent for the Lease Year immediately preceding March 1, 2050, or the first day of every fifth (5th) Lease Year thereafter, as the case may be, shall be multiplied by a fraction, the numerator of which shall be the New CPI and the denominator of which shall be the Base CPI. The product of such multiplication shall be the new annual Base Rent for the new Lease Year that commences on March 1, 2050, or the first day of every fifth (5th) Lease Year thereafter, as the case may be, and such adjusted Base Rent shall be in effect during the remainder of the Term, subject to further adjustments in accordance with this paragraph (c) and paragraph (d) below. In no event, however, shall the annual Base Rent for such new Lease Year be less than the annual Base Rent for the immediately preceding Lease Year. As used herein, "CPI" shall mean the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, not seasonally adjusted, 1982-84 = 100 reference base, published by the Bureau of Labor Statistics of the United States Department of Labor. If the Bureau of Labor Statistics of the United States Department of Labor ceases publishing the CPI or materially changes the method of its computation, components, base year, consumers whose experiences are included therein or other features thereof, a comparable index published by a governmental agency, responsible financial periodical, trade association or educational institution

selected by the Lessor, in its sole discretion, shall be substituted for the CPI and used in making the computations required herein. Lessor shall calculate and provide written notice to Lessee for each increase. Any delay in the notice being provided to Lessee does not constitute a waiver of the increase in rent or waiver of the start date of the rent increase.

(d) General. The term "Rent" when used in this Amended Lease shall include Base Rent and all other amounts payable by Lessee to or on behalf of Lessor under this Amended Lease.

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

(f) Late Charges and Interest. If Rent or any other charge due under this Amended Lease by Lessee to Lessor is not paid within ten (10) calendar days after such Rent or other charge became due, a late charge of five percent (5%) of the amount due shall be due and payable to Lessor to compensate Lessor for its added expenses due to said late payment. Further, any Rent or other charge due under this Amended Lease that is not paid within 30 days of the date due shall bear interest at fifteen percent (15%) per annum, or the highest rate allowed by law, whichever is less, from the date due until the date paid in full.

7. TAXES. Lessor and Lessee shall cause the Leased Premises and Improvements to be separately assessed for Taxes (hereinafter defined). Commencing on the Lease Effective Date, Lessee shall directly pay, prior to delinquency, all Taxes imposed against or with respect to the Leased Premises and Improvements with respect to any time period during the Term. As used herein the term "Taxes" shall mean all ad valorem and non-ad valorem taxes, fees, assessments and special assessments (including interest and penalties thereon), including without limitation real property ad valorem taxes and stormwater fees and assessments, which are, at any time and from time to time during the Term, assessed or imposed against any legal or equitable interest of Lessor or Lessee in the Leased Premises, or in any Improvements now or hereafter situated thereon, by the City of Pensacola, Escambia County or State of Florida or by any school, agricultural, lighting, fire, mosquito control, water, drainage or other improvement, benefits or tax district thereof, and which are collected by the Escambia County Tax Collector (or comparable agency), together with any tax imposed in addition to or in substitution of, partially or totally, any such tax, fee or assessment. If at any time during the Term all or any part of the Leased Premises or any Improvements thereon are deemed exempt and not subject to Taxes, in whole or in part, Lessee, upon Lessor's request, shall pay to the City of Pensacola amounts equivalent to the Taxes that would

have otherwise been due and payable to the City of Pensacola in the absence of such exemption.

8. **RENT DEPOSIT.** Upon execution of this Amended Lease by all parties, Lessee shall deposit \$10,000.00 as a security deposit for its obligations under this Amended Lease. This deposit shall be released at the five-year anniversary of this Amended Lease provided that the Lessee has complied with all obligations, including timely payment of Rent, and completion of the Improvements contemplated by this Amended Lease.

9. **ASSIGNMENT AND SUBLEASE.**

(a) Assignment. The Lessee shall not assign this Lease (in whole or in part) or the Lessee's interest in or to the Leased Premises or any part thereof without first having obtained the Lessor's prior written consent, which consent shall not be unreasonably withheld. Without limiting the foregoing, it is a precondition to Lessor review and approval of a requested assignment that there shall then exist no uncured Event of Default nor any event or state of facts which with notice or the lapse of time, or both, would constitute an Event of Default. In the event that the Lessee requests permission to assign this Amended Lease, in whole or in part, the request shall be submitted to the Lessor not less than sixty (60) days prior to the proposed effective date of the assignment requested, and shall be accompanied by a copy of the proposed assignment agreement and of all agreements collateral thereto, together with the following information and any other information requested by the Lessor: the identity and contact information of the assignee, whether the requested assignment is a full or partial assignment of this Amended Lease, a statement of the entire consideration to be received by the Lessee by reason of such assignment, the type of business to be conducted on the Leased Premises by the assignee, and history and financial information of the Assignee. In addition, Lessee shall be entitled to assign the Amended Lease or any portion thereof to any corporate entity in which Ray Russenberger is the majority equity owner and is in operational control, to any immediate family member, or to any trust for use and benefit of immediate family members as part of his Estate Planning, without requiring advance approval. In such event, Lessee shall timely notify Lessor of such change, and provide evidence that said assignment was in compliance with the requirements of this Amended Lease.

(b) Sublease. Excepting the current sublease between Lessee and Merrill Land, LLC, the Lessee shall not further sublease the Leased Premises or any part thereof without having first obtained the Lessor's prior written consent, which consent shall not be unreasonably withheld. Without limiting the generality of the foregoing, it is a precondition to Lessor review and approval of a proposed sublease of the Leased Premises that there shall then exist no uncured Event of Default nor any event or state of facts that with notice or the lapse of time, or both, would constitute an Event of Default. In the event that the Lessee requests permission to sublease the Leased Premises in whole or in part, the request shall be submitted to the Lessor not less than sixty (60) days prior to the proposed effective date of the sublease requested, and shall be accompanied by a copy of the proposed sublease agreement and of all agreements collateral thereto,

together with the following information and any other information requested by the Lessor: the identity and contact information of the sublessee, a description of the part of the Leased Premises to be subleased, a statement of the entire consideration to be received by the Lessee by reason of such sublease (including but not limited to sub-sublease rent and other charges payable by the sublessee), the type of business to be conducted on subleased premises by the sublessee, and history and financial information of the sublessee.

(c) Consummation of Assignment or Sublease. The Lessor's consent for the assignment or sublease for which the Lessor's consent is required and for which such consent has been given shall be by written instrument, in a form satisfactory to the Lessor and the Lessor's legal counsel, and shall be executed by the assignee or sublessee who shall agree, in writing, for the benefit of the Lessor, to be bound by and to perform all the terms, covenants, and conditions of this Amended Lease. Failure either to obtain the Lessor's prior written consent or to comply with the provisions of this Amended Lease shall serve to prevent any such transfer, assignment, or sublease from becoming effective. The Lessee agrees and acknowledges that it shall remain fully and primarily liable for all obligations of the lessee under this Amended Lease, notwithstanding any full or partial assignment of this Amended Lease or any sublease of all or any portion of the Leased Premises, and notwithstanding Lessor's consent to any such assignment or sublease. Receipt by Lessor of Rent or any other payment from an assignee, sublessee, or occupant of the Leased Premises shall not be deemed a waiver of any covenant in this Amended Lease against assignment and subletting or as acceptance of the assignee, sublessee, or occupant as a tenant or a release of the Lessee from further observance or performance of the covenants contained in this Amended Lease. No provision of this Amended Lease shall be deemed to have been waived by the Lessor, unless such waiver is in writing, signed by the Lessor.

10. **OWNERSHIP OF IMPROVEMENTS.** This Amended Lease represents a ground lease only. During the Term, Lessee shall own all Improvements existing or constructed on the Leased Premises, but Lessee shall not alter, remove, or demolish any Improvements except in accordance with Section 4 above. Upon the expiration or termination of this Amended Lease for any reason, the Improvements on the Leased Premises shall automatically be and become the sole property of Lessor, and Lessee shall have no further right, title or interest therein.

11. **CONDITION OF LEASED PREMISES AND IMPROVEMENTS.** LESSEE HEREBY ACKNOWLEDGES AND AGREES THAT THE LESSOR LEASES THE LEASED PREMISES AND LESSEE ACCEPTS THE LEASED PREMISES AND IMPROVEMENTS "AS/IS, WHERE IS AND WITH ALL FAULTS" WITHOUT ANY REPRESENTATION OR WARRANTY OF THE LESSOR, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER. LESSEE ACKNOWLEDGES THAT THE LESSOR HAS MADE NO REPRESENTATIONS OR WARRANTIES RELATING TO THE SUITABILITY OF THE LEASED PREMISES OR IMPROVEMENTS FOR ANY PARTICULAR USE OR PURPOSE (INCLUDING WITHOUT LIMITATION THE USE SET FORTH IN SECTION 3

ABOVE) AND THAT THE LESSOR SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR, MAINTAIN, RENOVATE OR OTHERWISE INCUR ANY COST OR EXPENSE WITH RESPECT TO THE LEASED PREMISES OR IMPROVEMENTS UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS LEASE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LESSOR SHALL NOT BE LIABLE FOR ANY LATENT OR PATENT DEFECTS IN THE LEASED PREMISES OR IMPROVEMENTS, AND LESSOR SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO LESSEE FOR ANY LOSS, DAMAGE OR EXPENSE INCURRED BY LESSEE OCCASIONED BY THE CONDITION OR CHARACTERISTICS OF THE LEASED PREMISES OR IMPROVEMENTS. FURTHER, LESSOR HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AS TO THE CONDITION OF THE LEASED PREMISES AND IMPROVEMENTS, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, HABITABILITY OR TENANTABILITY.

12. MAINTENANCE.

(a) This Amended Lease constitutes a triple net lease of the Leased Premises and, notwithstanding any language herein to the contrary, it is intended, and Lessee expressly covenants and agrees, that all rent and other payments herein required to be paid by Lessee to Lessor shall be absolutely net payments to Lessor, meaning that, during the Term, Lessor is not and shall not be required to expend any money or do any acts or take any steps affecting or with respect to the use, occupancy, operation, maintenance, preservation, repair, restoration, protection or insuring of the Leased Premises or any Improvements, or any part thereof. Further, Lessee shall be solely and entirely responsible for all costs and expenses for, related to or arising out of the use, operation, repair, maintenance and/or replacement of the Leased Premises and Improvements, and all components thereof, whether such repair, maintenance, or replacement is ordinary, extraordinary, foreseen, unforeseen, structural, aesthetic, or otherwise.

(b) Lessee, at Lessee's sole cost and expense, shall keep and maintain the entire Leased Premises and the Improvements, and every part and component thereof, interior and exterior, including without limitation the grounds, landscaping and parking facilities on the Leased Premises, in good condition, appearance and repair and shall promptly make all repairs and replacements thereto, interior and exterior, structural and non-structural, ordinary as well as extraordinary, and foreseen as well as unforeseen, as needed in order to maintain the Leased Premises and the Improvements in good condition, appearance and repair. Lessee shall not do or suffer any waste, damage, disfigurement or injury to the Leased Premises, the Improvements or any portion thereof. Further, Lessee shall at all times maintain the Leased Premises and the Improvements in a safe, neat and orderly manner and condition, and free from trash, debris and other unsafe, unsightly or unsanitary matter. Without limiting the generality of the foregoing, Lessee shall not construct, demolish, remove or alter any Improvements or any portion thereof except in accordance with Section 4 above.

(c) Without limiting the foregoing, Lessee shall also:

(1) at all times perform commercially reasonable routine maintenance and preventive maintenance of the Leased Premises and all Improvements, and all components thereof, and maintain all of the foregoing in a good and clean condition, repair and preservation;

(2) replace or substitute any fixtures, equipment and components that have become worn out with replacement or substitute fixtures, equipment and components, free of all liens and encumbrances, that shall automatically become a part of the Improvements;

(3) at all times keep the Leased Premises' grounds and the interiors and exteriors of all Improvements, fixtures, landscaping, equipment, and personal property in a good, clean, and orderly working condition and appearance;

(4) at all times observe all insurance regulations and requirements concerning the use and condition of the Leased Premises and Improvements for the purpose of reducing fire hazards and increasing the safety of Lessee's operations on the Leased Premises;

(5) at all times be responsible for the maintenance and repair of all utility services lines upon and serving the Leased Premises and/or Improvements, including, but not limited to, water and gas lines, electrical power and telephone conduits and lines, sanitary sewers, and storm sewers;

(6) replace broken or cracked plate glass, paint/repaint Improvements, and mow the grass and keep landscaped areas weeded; and

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

(d) Representatives of Lessor, together with a representative of Lessee, may, at Lessor's option, inspect the Leased Premises and Improvements quarterly to observe and note its condition, cleanliness, and existing damage, and to determine repairs and maintenance required pursuant to the terms of this Amended Lease, provided that such inspections do not materially interfere with the use of the Leased Premises by Lessee or others. Neither Lessor's inspection of the Leased Premises or Improvements nor Lessor's failure to inspect the Leased Premises or Improvements shall relieve Lessee of any of its obligations under this Amended Lease or applicable law.

(e) Should Lessee refuse, fail or neglect to undertake any maintenance, repairs, or replacements required pursuant to the terms of this Amended Lease within thirty (30) days after written notice, then Lessor shall have, in addition to all other rights and remedies under this Amended Lease, at law, or in equity, the right, but not the obligation, to perform such maintenance, repair, or replacement on behalf of and for Lessee. The costs of such maintenance, repair or replacement, plus fifteen (15.0%) percent for administration, shall be reimbursed by Lessee to Lessor no later than 30 days following receipt by Lessee of written demand from Lessor for same.

(f) Upon the expiration or termination of this Amended Lease for any reason, Lessee shall surrender to Lessor the Leased Premises and the Improvements in good condition, appearance and repair, excepting only such ordinary wear and tear as could not have been prevented by reasonable routine and preventive maintenance and by Lessee's compliance with its obligations under this Section. Notwithstanding the foregoing, however, if requested by the Lessor in writing, within ninety (90) days after termination of this Amended Lease for any reason, Lessee shall demolish and remove the Improvements and all trash and debris, grade the Leased Premises, and deliver the Leased Premises to the Lessor in a neat, clean, graded, level and safe condition.

(g) Lessor's rights and Lessee's obligations under this Section shall survive the expiration or termination of this Amended Lease.

13. UTILITIES. All utilities now or hereafter located or installed on the Leased Premises, including but not limited to electricity, telephone, cable, and internet, shall be underground, and Lessee shall be solely responsible for all costs and fees charged by each utility provider with respect to the underground installation, maintenance, repair, and replacement of such utilities. Lessee shall arrange for direct billing to Lessee from all entities providing utility services to the Leased Premises or Improvements, and shall pay when due all invoices for such utility services.

14. DAMAGE AND DESTRUCTION. In the event that the Improvements or any portion thereof, excluding the Marina and its ancillary structures, shall be damaged or destroyed by fire or other casualty, Lessee shall give immediate notice thereof to Lessor and the same shall be repaired, restored and/or rebuilt by Lessee at its sole cost and expense, to the condition at least equal to that which existed prior to its damage or destruction and in compliance with all laws and regulations applicable at the time of repair and/or restoration of any improvements constructed thereon, and in accordance with and subject to all terms and conditions of Section 4 above. The City shall be named as an additional insured as to any policies of insurance in place to provide compensation for casualty loss to the Improvements, including, without limitation, wind, flood, and fire coverages. Lessee shall, at its sole expense, restore any damage to the breakwater regardless of whether such damage is covered by insurance.

15. *This section left intentionally blank.*

16. **FORCE MAJEURE EVENT.** Subject to compliance with Section 4(a) above and except for Lessee's obligations to pay Rent and other sums of money pursuant to the terms of this Amended Lease, each party's obligations under this Amended Lease shall be abated or excused if and to the extent that performance of such obligations is rendered impossible or impracticable for a period of more than 30 days by reason of strikes, riots, acts of God, shortages of labor or materials, theft, fire, public enemy, injunction, insurrection, court order, requisition of other governmental body or authority, war, governmental laws, regulations or restrictions, or any other causes of any kind whatsoever which are beyond the control of the Parties hereto (each a "Force Majeure Event"), until such Force Majeure Event is eliminated or ceases to exist; provided however, that the Party claiming such Force Majeure Event shall use all due diligence to eliminate or mitigate such Force Majeure Event or the effects thereof as soon as possible.

17. **PARKING.** Lessee, at its sole cost and expense, shall provide vehicular parking spaces on the Leased Premises and/or secure off-premises vehicular parking spaces that are at all times adequate to the permitted use of the Leased Premises by Lessee and other occupants, if any, of the Leased Premises or Improvements and their respective agents, representatives, employees, contractors, guests and invitees, and, at a minimum, is sufficient to meet applicable zoning regulations, codes, ordinances and regulations of the City of Pensacola.

18. **COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** Lessee, in the use and enjoyment of the Leased Premises and Improvements, shall comply with all governmental regulations, statutes, ordinances, rules, ordinances and directives of any federal, state, county or municipal governmental units or agencies having jurisdiction over the Leased Premises, the Improvements, or any business being conducted thereon.

19. **ENVIRONMENTAL COMPLIANCE.**

(a) Lessee shall comply with, and shall cause all sublessees and other persons and entities occupying the Leased Premises or any portion thereof to comply with, all federal, state, municipal and county laws, statutes, ordinances, codes, administrative orders, rules and regulations and permits relating to environmental matters, stormwater management, and pollution control applicable to or governing the Leased Premises, the Improvements, the construction, alteration or demolition of the Improvements, or the occupancy, use or operation of the Leased Premises or Improvements by any person or entity. Lessee shall furnish to the Lessor 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, stormwater management, or pollution control. Lessee shall not suffer, allow, cause, condone, license, permit or sanction any activities, conduct, acts, omissions, 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 the Leased Premises or Improvements, or any groundwater, or any body of water on, touching upon, or adjacent to the Leased Premises, contrary to or in violation of any of said laws, statutes, ordinances, codes, administrative

orders, rules, regulations or permits. In the event Lessee violates this prohibition, Lessee shall be solely responsible for any and all reporting, cleanup, remediation, damages, fines, and penalties arising therefrom or in connection therewith, in accordance with said laws, statutes, ordinances, codes, administrative orders, rules, regulations or permits.

(b) Lessee shall fully and promptly pay, perform, discharge, indemnify and hold harmless Lessor and its elected and appointed officials, officers, members, employees, volunteers, representatives and agents from and against any and all claims, orders, demands, causes of action, proceedings, judgments, suits, fines, penalties, liabilities, damages, losses, remediation costs, response costs, and all other costs and expenses (including without limitation reasonable attorneys' fees, consultant fees, court costs, and expenses paid to third parties) arising out of, as a result of, or in connection with (i) Lessee's failure to observe, perform, satisfy, or comply with, any obligation of Lessee under this Section; or (ii) any hazardous substance, contamination, or pollution discharged, released, deposited, dumped, spilled, leached, leaked, or placed into, on, under, or from, the Leased Premises, or any portion thereof, or any groundwater, or any body of water on, touching upon, or adjacent to the Leased Premises, by Lessee or any sublessee or other person or entity occupying the Leased Premises, or any portion thereof, at any time from and after September 18, 1985 (the effective date of the Original Lease) until Lessee and all persons and entities occupying the Leased Premises, or any portion thereof, by, through or under Lessee have fully vacated the Leased Premises.

(c) Notwithstanding the foregoing, Lessee does not indemnify Lessor for claims related to environmental conditions existing on or under the Leased Premises prior to September 18, 1985, except and only to the extent that such conditions are made worse by the negligent or unreasonable acts or omissions of Lessee, its contractors, employees, agents, or representatives, or any sublessee or other person or entity occupying the Leased Premises, or any portion thereof, by, through or under Lessee.

(d) The provisions of this Section shall survive the expiration or termination of this Amended Lease.

20. SPECIAL PROVISIONS.

(a) The Lessee, its transferees, grantees, sublessees, successors and assigns, shall irrevocably release, indemnify, defend, and hold harmless Lessor and its elected and appointed officials, officers, members, employees, volunteers, representatives and agents, from any and all claims for damages of whatever nature resulting from any dredging by the Lessee, including but not limited to the incidental depositing of dredged materials resulting from dredging, bulkheading, and/or riprapping, and other incidental damage resulting from the dredging operations and the like which might occur. The Lessor and the Lessee, their successors and assigns, agree to cooperate with each other in connection with the securing of periodic dredging of the marina, and in this connection, agree to execute such applications, releases and other documents necessary or incidental to the approval of the U.S Army Corps of Engineers, or other public agency, to undertake and execute such dredging as shall be requested by either party. The Lessor

and the Lessee, their successors and assigns, further release each other from any and all claims for damage occasioned or arising from any disturbance of the Bay bottom, which results as a natural consequence, from normal, non-negligent, periodic maintenance, bulkheading, riprapping or dredging by such party, either in the maintenance and repair of the marina on the Leased Premises or the use, maintenance, and employment of the rights of the marina waterways.

(b) It shall be the Lessee's responsibility to provide maintenance dredging within the boundaries of the submerged land within the Leased Premises as deemed necessary for the operation of the public marina. The Lessee shall dredge only to depths permitted by the Florida Department of Environmental Protection and U. S. Army Corps of Engineers regulations and permits. It shall be the Lessor's responsibility to provide maintenance dredging of the Bay approach to the boundaries of the submerged land within the Leased Premises in accordance with maintenance schedules of the Port of Pensacola, or as otherwise necessary to maintain navigable access to the marina facility. The Lessor's responsibility to maintain navigable access to the marina shall be governed by permits issued for such work.

21. SEVERABILITY. If any clause or provision of this Amended Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Amended Lease, then and in that event, it is the intention of the Parties hereto that the remainder of this Amended Lease shall not be affected thereby.

22. SURRENDER AND HOLDING OVER.

(a) With Lessor's Consent. If Lessee shall, with the written consent of the Lessor, hold over after the expiration or sooner termination of the Term of this Amended Lease, the resulting tenancy shall, unless otherwise mutually agreed in writing, be on a month-to-month basis until such time as Lessee shall terminate this Amended Lease and surrender the Leased Premises and Improvements to Lessor upon not less than sixty (60) days' prior written notice to Lessor, or Lessor shall terminate this Amended Lease upon not less than sixty (60) days' prior written notice to Lessee. During such month-to-month tenancy, Lessee shall continue to pay Rent and other charges as established in accordance with the provisions of this Amended Lease, and shall be bound by all of the other provisions of this Amended Lease.

(b) Without Lessor's Consent. If Lessee shall, without the written consent of the Lessor, hold over after the expiration or sooner termination of the Term of this Lease, the resulting tenancy privilege shall, unless otherwise mutually agreed in writing, be a tenancy at sufferance. During such tenancy at sufferance, Lessee shall pay Rent equal to two hundred percent (200%) of the Rent in effect at the time of expiration or termination, and shall be bound by all of the other provisions of this Amended Lease. At Lessor's option, at the termination of the Amended Lease, Lessee shall vacate Leased Premises upon delivery of thirty days (30 days) written notice. Failure of Lessee to vacate the Leased Premises shall be deemed a default under Section 27.

23. CORPORATE TENANCY. If Lessee is not a natural person, the undersigned representative of Lessee hereby warrants and certifies that Lessee is an entity in good standing and is authorized to do business in the State of Florida. The undersigned representative of Lessee hereby further warrants and certifies that he or she, as such representative, is authorized and empowered to bind the entity to the terms of this Amended Lease by his or her signature thereto. Lessor, before it accepts and delivers this Amended Lease, may require Lessee to supply it with a certified copy of the entity resolution or such other document authorizing the execution of this Amended Lease by Lessee.

24. INTEGRATION, MERGER AND AMENDMENT. This Amended Lease contains the entire agreement of the Parties with respect to the subject matter of this Amended Lease, and fully substitutes, replaces, and supersedes any prior letter of intent, memorandum of understanding, and other prior negotiations, agreements and understandings with respect thereto. This Amended Lease may not be altered, changed or amended, except by written instrument signed by all Parties hereto and executed in the same formality as this Amended Lease.

25. NO WAIVER. No provision of this Amended Lease shall be deemed waived by Lessor by any act, omission, conduct or course of dealing by Lessor. Rather, a provision of this Amended Lease may be waived by Lessor only by a written instrument duly authorized and executed by Lessor which specifically identifies the provision being waived. The terms, provisions, covenants, and conditions contained in this Amended Lease shall apply to, inure to the benefit of, and be binding upon the Parties hereto, and upon their respective permitted successors in interest and legal representatives, except as otherwise expressly provided herein and except that Lessor shall have no liability to Lessee under this Amended Lease except as otherwise expressly stated herein.

26. INSURANCE. Lessee shall procure and maintain at all times during the term of this Amended Lease, insurance of the types and to the limits specified herein issued by insurer(s) qualified to do business in Florida whose business reputation, financial stability and claims payment reputation is reasonably satisfactory to Lessor. Notwithstanding any provisions to the contrary, only liability insurance is applicable to the Marina portion of the property.

Lessee acknowledges and agrees that the types and minimum limits of insurance herein required may become inadequate following during the Term of this Amended Lease, 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 Lessor from time to time during the Term of this Amended Lease, but in no event more than once every two (2) Lease Years. Notwithstanding any provisions to the contrary, only liability insurance is applicable to the Marina portion of the property.

Subject to the foregoing and unless otherwise agreed by the Lessor in writing, the amounts, form and type of insurance shall conform to the following minimum requirements:

WORKER'S COMPENSATION

Lessee shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations if legally required. 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, and \$500,000 aggregate – disease.

COMMERCIAL GENERAL LIABILITY COVERAGE

Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability forms filed by the Insurance Services Office. Lessor shall not be considered liable for premium payment or entitled to any premium return or dividend or 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 policy coverage and the total amount of coverage required. Coverage must be provided for bodily injury and property damage liability for premises and operations. Fire Legal Liability shall be endorsed onto this policy in an amount of at least \$300,000 per occurrence. The coverage shall be written on occurrence-type basis and the Lessor must be listed as an additional insured. 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.

MARINA OPERATORS LEGAL LIABILITY

Coverage shall be provided with Lessor listed as an Additional Insured. This policy is to cover the liability exposures associated with the operation of a marina including those related to the care, custody, and control (CCC) of watercraft. The coverage shall cover both land and waterborne exposures located at the marina. This policy shall not insure the docks or ancillary facilities adjacent to the docks from flood or wind damages, but rather is provided to protect the Lessor against potential liability claims associated with Marina operations.

LIQUOR LIABILITY COVERAGE

Lessee shall maintain coverage for bodily injury and property damage arising out of the furnishing of alcoholic beverages of \$1,000,000.00 per occurrence. Lessor shall be listed as an Additional Insured.

POLLUTION/ENVIRONMENTAL IMPAIRMENT COVERAGE

Lessee shall maintain coverage for pollution/environmental impairment with minimum limits of \$1,000,000.00 per occurrence. Lessor shall be listed as an Additional Insured.

BUSINESS AUTOMOBILE POLICY

Lessee shall purchase and maintain coverage with minimum limits of \$1,000,000 per accident combined single limits covering bodily injury and property damage liability arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use, with umbrella insurance coverage making up any difference between the policy limits of underlying policy coverage and the total amount of coverage required. The coverage shall be written on occurrence-type basis and the Lessor must be listed as an additional insured. 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

Lessee shall require any contractor constructing, altering, removing or demolishing Improvements on or from the Leased Premises to provide builder's risk insurance on an Inland Marine "All Risk" type form which includes, without limitation, collapse coverage and windstorm coverage. The amount of such insurance shall be 100% of the completed value of the work being done by such contractor. Such builder's risk policy shall contain a "Waiver of Subrogation" clause in favor of Lessor. The Lessor must be listed as an additional insured. Notwithstanding any language to the contrary, the Marina parcel shall not be subject to this provision.

PROPERTY INSURANCE

Lessee shall maintain in force at all times, property insurance coverage which insures any Improvements on the Leased Premises against fire, extended coverage and Standard Insurance Office (ISO) defined "Special Perils" of physical damage, together with coverages or endorsements for ordinance or law, vandalism, malicious mischief, earthquake, windstorm, hail and storm surge and flood. Lessor shall be named as an additional insured and loss payee, as its interest may appear, under all such policies of insurance. The amount of coverage will be 100% of the replacement cost. The deductibles under such policies shall be subject to the prior written approval of Lessor, such approval not to be unreasonably withheld. Such policy shall contain a "Waiver of Subrogation" clause in favor of Lessor. Notwithstanding any language to the contrary, such insurance shall not be required for marina docks, vessels (including without limitation houseboats), or other property located on the water above the submerged land that is part of this Lease.

CERTIFICATES OF INSURANCE

Lessee's required insurance shall be documented in Certificates of Insurance furnished to Lessor that list this Amended Lease and provide that Lessor shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. If requested by Lessor, Lessee shall furnish copies of Lessee'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 reasonably acceptable to the Lessor. Lessee shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies reasonably acceptable to Lessor and shall file with Lessor Certificates of Insurance under the new policies at least fifteen (15) days prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner reasonably acceptable to Lessor, Lessee shall, upon instructions of Lessor, cease all operations on the Leased Premises under this Amended Lease until authorized by Lessor, in writing, to resume operations.

REQUIRED INSURANCE PRIMARY

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

LOSS CONTROL AND SAFETY

Lessee shall retain control over its employees, agents, servants and contractors, as well as control over its guests and invitees, and its activities on and about the Leased Premises and the manner in which such activities shall be undertaken and to that end, Lessee shall not be deemed to be an agent of Lessor. Reasonable precaution shall be exercised at all times by Lessee for the protection of all persons, including employees, and property.

INDEMNITY

(a) Lessee shall indemnify and hold harmless Lessor and its elected and appointed officials, officers, members, employees, volunteers, representatives and agents from any and all fines, claims, suits, actions, demands, losses, damages, liabilities, costs and expenses (including, without limitation, attorney's fees) in connection with any loss of life, bodily or personal injury, or damage to or loss of property arising from or out of any occurrence in, upon, at or about the Leased Premises or Improvements; arising from or out of any occurrence in, upon at or about the Park Property or any part thereof occasioned or caused in whole or in part, either directly or indirectly, by the act omission, negligence, misconduct or breach of this Amended Lease by Lessee, its employees, agents, customers, clients, guests, invitees or by any other person entering the Park Property under express or implied invitation of Lessee; or arising out of this Amended Lease, Lessee's violation of any provision of this Amended Lease, or the use of the Leased Premises or Improvements by Lessee or any other person or entity; provided, however, that nothing contained herein shall be construed as a waiver, in whole or in part, of the sovereign immunity of the Lessor under the Constitution, statutes and case law of the State of Florida, nor as a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim or legal liability against the Lessor. Further, Lessee's indemnity obligations under this

paragraph shall not be limited by the availability or extent of any insurance coverage required to be maintained by Lessee under this Section.

(b) Further, and without limiting the foregoing, Lessee shall observe, perform, satisfy, and comply with, and shall be solely responsible for the costs of observing, performing, satisfying, and complying with, all terms, conditions, covenants, and restrictions to be observed, performed, satisfied, or complied with by Lessor or Lessee under the permits, grants, and instruments identified in Section 2 above as they relate to the Leased Premises, and shall indemnify, defend, and hold harmless Lessor and Lessor's elected officials, employees, attorneys, volunteers, agents and representatives (collectively, the "Indemnified Parties"), from and against any and all claims, causes of action, loss, liability, damage, cost and expense, suffered or incurred by any of the Indemnified Parties by reason of any claim, dispute, lawsuit, administrative proceeding or enforcement action arising out, by reason or with respect to any such permit, grants, and instruments; or any violation or alleged violation of any such permit, grant, or instrument by Lessor or Lessee with respect to the Leased Premises.

LIMITATION OF LESSOR LIABILITY

In not event shall Lessor shall be liable or responsible to Lessee for any loss or damage to any property or the death of or injury to any person resulting from theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition of other governmental body or authority, from acts or omissions of Lessee or any licensee, occupant, user, sublessee, or sub-sublessee of the Leased Premises or any portion thereof, or from any other matter beyond the control of Lessor.

27. DEFAULT and REMEDIES.

(a) Events of Default. Each of the following events shall constitute a default by Lessee under this Amended Lease (each, an "Event of Default"), to wit:

- (1) Lessee's failure to pay when due any Rent or other sum of money at any time payable by Lessee under this Amended Lease, and such failure is not cured by payment of rent and a five (5) percent late fee within 30 days of written demand by Lessor;
- (2) Lessee's abandonment of any substantial portion of the Leased Premises or Improvements, or failure to substantially use and operate the Leased Premises for the uses and purposes permitted pursuant to Section 2 above for a ninety days less and except Marina in the event the Marina is destroyed or substantially damaged by a named storm event; however, in such event, the Marina property shall continue to be made available to the general public;
- (3) Lessee's failure to observe, keep or perform the terms, covenants, agreements and conditions of this Amended Lease and failure to

cure any such breach within 30 days of written notice stating with particularity the nature of the breach. Notwithstanding any provisions to the contrary, this 30-day notice requirement shall not apply to a violation of Chapter 119, or any other statutory obligation of the Lessee that requires a less-than-30 days cure period.

- (4) The filing of a voluntary petition in bankruptcy by Lessee, or the filing of an involuntary petition in bankruptcy against Lessee which involuntary petition is not dismissed with sixty (60) days after filing;
- (5) Lessee making a voluntary assignment for the benefit of creditors;
- (6) A receiver or trustee being appointed for Lessee or a substantial portion of Lessee's assets;
- (7) Lessee's interest under this Amended Lease being sold or transferred under execution or other legal process; and
- (8) Lessee's use of the Leased Premises or any portion thereof being determined by the State of Florida as violating the terms, conditions, covenants or requirements of any permit, grant or instrument identified in Section 2 above or as constituting a "conversion" within the meaning of any such permit, grant or instrument or related federal or state statutes, rules or regulations.

(b) Remedies. Following any Event of Default, Lessor, in its sole discretion, may exercise any and all rights and remedies available under this Amended Lease, at law or in equity, and, without limiting the foregoing, may exercise any one or more of the following options, the exercise of any of which shall not be deemed to preclude the exercise of any others herein listed or otherwise provided by statute or general law at the same time or in subsequent times or actions:

- (1) Terminate this Amended Lease, in which case Lessee shall immediately surrender possession of the Leased Premises and Improvements to the Lessor. Failure to surrender the premises without a written agreement to extend or renew shall cause rent to accrue at 200 percent of the lease amount, and shall subject the Lessee to an immediate action for eviction. In such event, the Lessee shall be liable for all damages incurred by Lessor by reason of Lessee's default, including but not limited to the cost of recovering possession of the Leased Premises and Improvements; expenses of re-letting, including necessary renovation and alteration of the Leased Premises and Improvements, reasonable attorney's fees and any real estate commission actually paid; and the worth at the time of award by the court having jurisdiction thereof of (i) the unpaid Rent under this Amended Lease which had been earned at the time

of termination, and (ii) the unpaid Rent which would have been earned after termination until the property is surrendered (voluntarily or by court order) to Lessor.

- (2) In the event of such termination and eviction, the Lessee shall be deemed to have forfeited any and all rights to improvements constructed at the Lessee's expense.

(c) Rights Cumulative; No Waiver. The respective rights of Lessor under this Amended Lease shall be cumulative and shall be in addition to rights as otherwise provided at law or in equity, and failure on the part of Lessor to exercise promptly any such rights afforded it shall not operate to forfeit any such rights. No forbearance by Lessor of action upon any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions, and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any other violation or Event of Default. Further, the acceptance by the Lessor of Rent or other charges or payments by the Lessee for any period or periods after the occurrence of an Event of Default shall not be deemed a waiver of such Event of Default or a waiver of or estoppel to enforce any right or remedy on the part of the Lessor arising or existing by reason of such Event of Default, whether or not Lessor has or had knowledge of such Event of Default. Legal actions to recover for loss or damage that Lessor may suffer by reason of termination of this Amended Lease or the deficiency from any reletting as provided for above shall include the expense of repossession or reletting and any repairs or remodeling undertaken by the Lessor following repossession.

28. QUIET ENJOYMENT. Provided Lessee has performed all of the terms, covenants, agreements and conditions of this Amended Lease, including the payment of Rent and all other sums due hereunder, Lessee shall peaceably and quietly hold and enjoy the Leased Premises subject to the provisions and conditions of this Amended Lease.

29. NOTICES. Any notices required or permitted by this Amended Lease or by law to be sent to Lessor shall be sufficient if transmitted by personal delivery, nationally recognized overnight delivery service (such as Federal Express Corporation or UPS), or certified mail, return receipt requested, addressed to Lessor as follows:

City of Pensacola
Attn: City Administrator
222 West Main Street, 7th Floor
Pensacola, Florida 32502

with copy to:

City Attorney
City of Pensacola
222 West Main Street, 7th Floor
Pensacola, Florida 32502

Any notices required or permitted by this Amended Lease or by law to be sent to Lessee shall be sufficient if transmitted by personal delivery, nationally recognized overnight delivery service (such as Federal Express Corporation or UPS), or certified mail, return receipt requested, addressed to Lessee as follows:

Seville Harbour, Inc.
850 S. Palafox Street, Suite 102
Pensacola, Florida 32502

with copy to:

Edward P. Fleming, Esq.
R. Todd Harris, Esq.
719 S. Palafox Street
Pensacola, Florida 32502

Either Party may change the above address by providing written notice to the other Party.

30. VENUE. Venue for any claim, action or proceeding arising out of this Amended Lease shall be Escambia County, Florida.

30-A ATTORNEYS' FEES AND COSTS: In any action arising from or related to the enforcement of rights and remedies created by this Amended Lease the prevailing party shall be entitled to recovery of all costs, including without limitation taxable costs, together with a reasonable attorneys' fee, including without limitation fees and costs incurred in establishing entitlement to or amount of such attorneys' fees or costs.

31. GOVERNING LAW. The laws of the State of Florida shall be the law applied in resolution of any action, claim or other proceeding arising out of this Amended Lease.

32. MEMORANDUM OF LEASE. Contemporaneously with the execution of this Amended Lease, the Parties shall execute a Memorandum of this Amended Lease in recordable form, which shall be sufficient to give constructive notice of this Amended Lease and its material terms. Lessee, at Lessee's expense, shall record such memorandum in the Public Records of Escambia County, Florida. Notwithstanding the foregoing, in lieu of such Memorandum, Lessor, at its option, may require Lessee to record this Amended Lease in the Public Records of Escambia County, Florida.

33. ESTOPPEL CERTIFICATES. Within ten (10) business days after a written request from Lessee, Lessor shall certify, by a duly executed and acknowledged written instrument, to any mortgagee or proposed mortgagee of Lessee's leasehold estate in the Leased Premises as to the validity and force and effect of this Amended Lease, the existence of any default on the part of any Party hereunder, and the existence of any offset, counterclaim or defense thereto on the part of Lessor, as well as to any other matters as may be reasonably requested by Lessee, up to but not more than three (3) times during any Lease Year. Lessee shall pay to Lessor the reasonable costs and attorney's fees incurred by Lessor in connection with each such estoppel certificate.

34. NON-DISCRIMINATION. Lessee agrees that it will not discriminate upon the basis of race, creed, religion, color, national origin, age, disability, sex, or any legally protected class in the construction, alteration or demolition of the Improvements or the subleasing, use, occupancy, or operation of the Leased Premises or Improvements. and that each contract, sublease or agreement with respect thereto shall specifically contain the following provision:

"EQUAL OPPORTUNITY PROVISION:

1. In the construction and operation of the Improvements, neither the Lessee nor any contractor or manager employed by Lessee shall discriminate against any employee or applicant for employment because of race, creed, religion, color, national origin, age, disability, sex, or any legally protected class, and they shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, religion, color, national origin, age, disability, sex, or any legally protected class. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Lessee setting forth the provisions of this Equal Opportunity Clause, and to cause any contractor, subcontractor or manager to do likewise.

2. The Lessee, its sublessees and any contractor or manager shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, color, national origin, age, disability, sex, or any legally protected class. They shall send to each labor union or representative of workers with which they, or any of them, have a collective bargaining agreement or other contract or understanding, a notice, to be provided by Lessee, advising the labor union or workers' representative of their commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Any sublessee, contractor or subcontractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the

Secretary of Labor and shall furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by Lessee and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders."

Lessee certifies it does not maintain or provide for its employees any segregated facilities at any of its establishments and it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Lessee certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. Lessee further agrees that it will obtain identical certificates from proposed sublessees, contractors, subcontractors and managers prior to the award of any contracts or subleases, and that it will retain such certificates in its files.

35. SIGNAGE. Except as otherwise permitted pursuant to Section 4 above, Lessee shall not construct, operate or maintain any signage on the Leased Premises or Improvements without the prior the written approval of Lessor in its sole and absolute discretion. Notwithstanding any such approval, all signage shall comply with applicable codes, ordinances and regulations imposed by the City of Pensacola, including but not limited to the requirement of the Site Specific Development classification of the Leased Premises.

36. LEASEHOLD MORTGAGES BY LESSEE. The Lessor consents to the Lessee's mortgaging of its leasehold interest in the leased property, but such mortgage shall not be of the fee simple interest held by the Lessor. Any mortgagee's interest shall be limited to, and governed by, the interests created by the Amended Lease. The mortgagee must be a reputable, institutional lender doing business in the State of Florida.

37. *This section left intentionally blank.*

38. SUCCESSORS AND ASSIGNS. The terms and provisions of this Amended Lease are binding upon and shall inure to the benefit of the Lessor and Lessee, and their respective successors and assigns.

39. CONTRACT INTERPRETATION. The rule of construction to the effect that an instrument shall be construed against its draftsman shall not apply to this Amended Lease and shall not negate or invalidate any provision of this Amended Lease.

40. *This section left intentionally blank.*

41. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES.** Any other provision of this Amended Lease to the contrary notwithstanding, in no event shall the Lessor or Lessee be liable to the other Party, directly or indirectly, for special, indirect, punitive, or consequential damages of any kind whatsoever (including without limitation lost profits, loss of business, or damage to reputation), even if Lessor or Lessee, as the case may be, has been advised of the possibility of such losses or damages and regardless of the form of action.

42. **NO WAIVER OF SOVEREIGN IMMUNITY.** Notwithstanding any contrary provision of this Amended Lease, except to the extent of the contractual obligations of Lessor expressly set forth in this Amended Lease, nothing in this Amended Lease shall be construed as a waiver, in whole or in part, of the Lessor's sovereign immunity under the Constitution, statutes and case law of the State of Florida, nor shall any provision of this Amended Lease be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim or legal liability against the Lessor.

43. **FLORIDA PUBLIC RECORDS LAW.** The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication or other public record created or received by Lessor will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. Lessee shall comply with the Florida Public Records Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to Lessee. Notwithstanding any contrary provision in this Amended Lease, any failure by Lessee to comply with the Florida Public Records Law, if and to the extent that it is applicable to Lessee, that continues for seven (7) days after written notice from the Lessor shall constitute an Event of Default by Lessee.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES ON FOLLOWING PAGE.]*

IN WITNESS WHEREOF, the Parties have set their respective hands and seals hereto as of the date first written above.

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

SEVILLE HARBOUR, INC.
a Florida corporation

By: _____
Ray Russenberger, Its President

CITY OF PENSACOLA
a Florida municipal corporation

By: _____
Grover C. Robinson, IV, Mayor

(AFFIX CITY SEAL)

Attest:

Ericka L. Burnett, City Clerk

Signed, sealed and delivered by Mayor
in the presence of:

Print Name: _____

Print Name: _____

Legal in form and valid as drawn:

Approved as to content:

Susan A. Woolf, City Attorney

Chris Holley
City Administrator

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Ray Russenberger, as President of Seville Harbour, Inc., a Florida corporation, on behalf of said corporation. Said person is personally known to me or presented his current Florida driver's license as identification.

AFFIX NOTARY SEAL

Notary Public
Print Name: _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Grover C. Robinson, IV, as Mayor of the City of Pensacola, a Florida municipal corporation, on behalf of said municipal corporation. Said person is personally known to me or presented his current Florida driver's license as identification.

AFFIX NOTARY SEAL

Notary Public
Print Name: _____
My Commission Expires: _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-19

City Council

9/12/2019

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Andy Terhaar

SUBJECT:

PROPOSED ORDINANCE NO. 25-19, REPEALING SECTION 12-13-4 OF THE LAND DEVELOPMENT CODE; ABOLISHING THE GATEWAY REVIEW BOARD; AMENDING SECTION 12-13-2, TRANSFERRING FUNCTIONS TO THE PLANNING BOARD AND CONFORMING REFERENCES WITHIN THE CODE.

RECOMMENDATION:

That City Council approved Proposed Ordinance No. 25-19 on first reading:

AN ORDINANCE REPEALING SECTION 12-13-4, OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ABOLISHING THE GATEWAY REVIEW BOARD; AMENDING SECTION 12-13-2, TRANSFERRING FUNCTIONS OF THE GATEWAY REVIEW BOARD TO THE PLANNING BOARD; CONFORMING REFERENCES WITHIN THE CODE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In September of 1998, Ordinance No. 33-98 was adopted and codified within City Code Section 12-2-12, creating the Gateway Redevelopment District and Section 12-13-4 providing for the Gateway Review Board.

The Land Development Code (LDC) is the principal means of planning and regulating the development and redevelopment of land within the City. The LDC was adopted by City Council in its present form in 1991 pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act. From time to time, it is necessary to amend the LDC to provide consistency with the Comprehensive Plan and to respond to community concerns, legal considerations, and changes in development patterns and planning techniques. One of the overlay districts currently contained in the LDC is the Gateway Redevelopment District.

The Gateway Redevelopment District was created in September of 1998 upon the passage of

Ordinance No. 33-98 by the City Council. It was established to promote the orderly redevelopment of the southern gateway to the city in order to enhance its visual appearance, preserve a unique shoreline vista, improve traffic safety, and encourage a high quality of site planning and architectural design. Site specific analysis of each development proposal within the Gateway Redevelopment District is intended to ensure that the scenic orientation and open space image of Bayfront Parkway is maintained, the development character of the Chase-Gregory corridor is upgraded, and the boundary of the adjacent historic district is positively reinforced.

This item was referred to the Planning Board by City Council in May of 2019; in July of 2019 the Planning Board considered the item, making the recommendation to repeal Section 12-13-4 (Gateway Review Board) of the Land Development Code as well as making any other relevant and necessary changes within the Code.

Currently, the Planning Board has aesthetic review over other development districts, such as the Waterfront Redevelopment District, therefore providing this oversight to the Planning Board is in line with their current responsibilities.

PRIOR ACTION:

August 8, 2019 -City Council held a Public Hearing
July 9, 2019 - Item considered by the Planning Board
May 30, 2019 - City Council referred to Planning Board for review and recommendation
September 1998 - Ordinance No. 33-98 passed by City Council

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ordinance No. 25-19

PRESENTATION: No

PROPOSED
ORDINANCE NO. 25-19

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE REPEALING SECTION 12-13-4, OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ABOLISHING THE GATEWAY REVIEW BOARD; AMENDING SECTION 12-13-2, TRANSFERRING FUNCTIONS OF THE GATEWAY REVIEW BOARD TO THE PLANNING BOARD; CONFORMING REFERENCES WITHIN THE CODE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1

Section 12-13-4 of the Code of the City of Pensacola, Florida, is hereby repealed:

Sec. 12-13-4. - ~~Gateway Review Board.~~ Reserved

~~(A) *Membership.* The Gateway Review Board shall be composed of the following members appointed by the city council: Three (3) members who own property within the district; Three (3) members representing the architectural, landscape architectural, engineering or building contracting profession who shall not own property within the district; and one member at large who does not own property in the district.~~

~~The three (3) members appointed to represent the architectural, landscape architectural, engineering and building contracting professions shall exercise all powers of the board pertaining to review and approval of plans within the GRD-1 district. If any such member is unable to participate in the review of any matter, the chairman of the board shall appoint another member of the board as a replacement for the review of such matter. Notwithstanding any provision in this section to the contrary, the attendance of and approving vote by two (2) such members shall be sufficient for the approval of any plan within the GRD-1 district.~~

~~(B) *Terms of office, vacancies, removal from office.* Members shall be appointed for a term of two (2) years, except in the~~

~~case of an appointment to fill a vacancy for the two year period in which event the appointment shall be for the unexpired term only. Any member of the board may be removed from office for just cause by the city council upon written charges and after public hearing.~~

~~(C) Procedure for submission of plans.~~

~~(1) An application to erect, construct, renovate, demolish and/or alter an exterior of a building located or to be located in a district within the review authority of the Planning Board must be submitted to the community development department at least fourteen (14) days prior to the regularly scheduled meeting of the board.~~

~~(2) The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.~~

~~(3) No application shall be considered complete until all of the following have been submitted:~~

~~(a) The application shall be submitted on a form provided by the board secretary.~~

~~(b) Each application shall be accompanied by accurate site plans, floor plans, exterior building elevations and similar information drawn to scale in sufficient detail to meet the plan submission requirements specified within the gateway districts.~~

~~(c) The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.~~

~~(d) Any party may appear in person, by agent, or by attorney.~~

~~(e) Any application may be withdrawn prior to action of the Gateway Review Board at the discretion of the applicant initiating the request upon written notice to the board secretary.~~

~~(D) Review and decision. The board shall promptly review such plans and shall render its decision on or before thirty-one (31) days from the date that plans are submitted to the board for review.~~

~~(E) Notification, building permit. Upon receiving the order of the board, the secretary of the board shall thereupon notify the applicant of the decision of the board. If the board~~

~~approves the plans, and if all other requirements of the city have been met, the building official may issue a permit for the proposed building. If the board disapproves the plans, the building official may not issue such a permit. In a case where the board has disapproved the plans, the secretary of the board shall furnish the applicant with a copy of the board's written order, together with a copy of any recommendations for changes necessary to be made before the board will reconsider the plans.~~

~~(F) Failure to review plans. If no action upon plans submitted to the board has been taken at the expiration of thirty one (31) days from the date of submission of the plans to the board for review, such plans shall be deemed to have been approved, and if all other requirements of the city have been met, the building inspection superintendent may issue a permit for the proposed building.~~

~~(G) Reconsideration. The Gateway Review Board chairman or vice-chairman, together with the city planner acting as a committee, shall review any minor revisions to determine whether the revisions made are in accordance with the articles and minutes of the applicable meeting. If the minor revisions required do not conform with the above requirements, no action may be taken. If, for some unforeseen reason, compliance is impractical, the item will be resubmitted at the next regularly scheduled meeting.~~

~~(H) Abbreviated review. Sign requests, paint colors, fencing, and emergency repairs which are consistent with the guidelines set forth in subsection 12-2-12(A), may be approved by letter to the building official from the board secretary and the chairman of the board. This provision is made in an effort to save the applicant and the board time for routine approval matters. If agreement cannot be reached as it pertains to such requests by the board secretary and chairman, then the matter will be referred to the board for a decision.~~

~~(I) Voting. No meeting shall be held without at least four (4) board members present. All decisions may be rendered by a simple majority of the board members present and voting.~~

~~(J) Procedure for review. Any person or entity whose property interests are substantially affected by a decision of the board may, within fifteen (15) days thereafter, apply to the city council for review of the board's decision. A written notice shall be filed with the city clerk requesting the council to review said decision. If the applicant obtains a building permit within the fifteen-day time period specified for review of a board decision, said permit may be subject to revocation and any work undertaken in accordance with said permit may be~~

~~required to be removed. The appellant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.~~

~~(K) Authority and duties of the Gateway Review Board. The Gateway Review Board shall have the authority and duty to approve or disapprove plans for buildings to be erected, renovated or razed which are located, or are to be located, within the gateway redevelopment district under the conditions and safeguards provided in subsection 12-12-2(A)(2) and to grant zoning variances from the land development regulations of the gateway redevelopment district, under the conditions and safeguards provided in subsection 12-12-2(A)(2). Review by the Gateway Review Board of applications for zoning variances shall be as provided for under section 12-13-4 (K) herein.~~

~~(1) Conditions for granting a zoning variance. In order to authorize any zoning variance from the terms of this title, the Gateway Review Board must find in addition to the conditions specified in subsection 12-12-2(A)(2):~~

~~(a) That the variance granted will not detract from the architectural integrity of the development and of its surroundings; and~~

~~(b) That the grant of the variance will be in harmony with general intent and purpose of this title and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.~~

~~(c) That the decision of the Gateway Review Board is quasi-judicial in nature and is final subject to judicial review in accordance with subsection 12-13-4(K)(4). Hearings on variance applications under section 12-13-4(K) shall be conducted as a quasi-judicial hearing in accordance with the requirements of law.~~

~~(2) Hearing of variance applications.~~

~~(1) Application procedure.~~

~~(a) An application for variance must be submitted to planning services at least twenty-one (21) days prior to the regularly scheduled meeting of the Gateway Review Board~~

~~(b) The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.~~

- ~~(c) Any party may appear in person, by agent, or by attorney.~~
- ~~(d) Any application may be withdrawn prior to action of the Gateway Review Board at the discretion of the applicant initiating the request upon written notice to the board secretary.~~
- ~~(2) Application submission requirements. No application shall be considered complete until all of the following have been submitted:~~
 - ~~(a) The application shall be submitted on a form provided by the board secretary.~~
 - ~~(b) The application shall be accompanied by an accurate site plan drawn to scale and such other information as may be reasonably requested to support the application.~~
 - ~~(c) The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable.~~
- ~~(3) Public notice for variance.~~
 - ~~(a) A sign shall be prominently posted on the property to which the application pertains at least ten (10) days prior to the scheduled board meeting.~~
 - ~~(b) Notice of the request(s) for variances shall be published by public notice advertised in a newspaper of general daily circulation published in the county at least ten (10) days prior to the scheduled board meeting.~~
 - ~~(c) Planning Services shall notify addresses within a three hundred foot radius, as identified by the current Escambia County tax roll maps, of the property proposed for a variance with a public notice by post card, and appropriate homeowners association, at least ten (10) days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.~~

~~The agenda will be mailed to the board members and applicants and other interested parties. The applicant or their authorized agent shall appear at the meeting in order for the request to be considered by the board.~~

~~(4) Judicial review of decision of Gateway Review Board. Any person or persons, jointly or severally, aggrieved by any quasi-judicial decision of the Gateway Review Board under section 12-13-4(K), or the city, upon approval by the city council, may apply to the circuit court of the First Judicial Circuit of Florida within thirty (30) days after rendition of the decision by the Gateway Review Board. Review in the circuit court shall be by petition for writ of certiorari or such other procedure as may be authorized by law.~~

SECTION 2. Section 12-13-2 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

SECTION 12-13-2. - Planning Board.

Sec. 12-13-2. - Planning Board.

The Planning Board is hereby established.

- (A) Membership. The Planning Board shall consist of seven (7) members appointed by the city council. One (1) appointee shall be a licensed Florida Architect. No member shall be a paid employee or elected official of the city.
- (B) Term of office; removal from office; vacancies. Members of the Planning Board shall serve for terms of two (2) years or thereafter until their successors are appointed. Any member of the board may be removed from office during the two-year term for just cause by the city council upon written charges and after public hearing. Any vacancy occurring during the unexpired term of office of any member shall be filled by the city council for the remainder of the term. Such vacancy shall be filled within thirty (30) days after the vacancy occurs.
- (C) Officers; employees; technical assistance. The board shall elect a chairman and a vice-chairman from among its members and shall appoint as secretary a person of skill and experience in city planning who may be an officer or employee of the city. The board may create and fill such other offices as it may determine to be necessary for the conduct of its duties. Terms of all such offices shall be for one (1) year, with eligibility for reelection. The city engineer shall serve as chief engineer for the Planning Board. The board shall be authorized to call upon any branch of the city government at any time for information and advice which in the opinion of the board will ensure efficiency of its work.

- (D) Rules of procedure, meetings and records. The board shall adopt rules of procedure for the transaction of its business, and shall keep a record of its resolutions, transactions, findings and determinations. The board shall hold regular meetings once a month, and special meetings at such times as the board may determine or at the call of the chairman thereof, or the city planner for the consideration of business before the board. All regular and special meetings of the board shall be open to the public. A written record of the proceedings of the board shall be kept showing its actions on each question considered, and filed in the office of the secretary of the board. Any matter referred to the board shall be acted upon by the board within forty-five (45) days of the date of reference, unless a longer or shorter period is specified.
- (E) Vote required. Four (4) members of the board shall constitute a quorum, and the affirmative vote of majority of the quorum shall be necessary for any action thereof.
- (F) Authority and duties of the Planning Board. The Planning Board shall have the following authority and duties:
- (a) To advise the city council concerning the preparation, adoption and amendment of the Comprehensive Plan;
 - (b) To review and recommend to the city council ordinances designed to promote orderly development as set forth in the Comprehensive Plan;
 - (c) To hear applications and submit recommendations to the city council on the following land use matters:
 - 1. Proposed zoning change of any specifically designated property;
 - 2. Proposed amendments to the overall zoning ordinance;
 - 3. Proposed subdivision plats;
 - 4. Proposed street/alley vacation.
 - (d) To initiate studies on the location, condition and adequacy of specific facilities of the area. These may include, but are not limited to, studies on housing, commercial and industrial facilities, parks, schools, public buildings, public and private utilities, traffic, transportation and parking;
 - (e) To schedule and conduct public meetings and hearings pertaining to land development as required in other sections of the code.
 - (f) To grant zoning variances from the land development regulations of the Waterfront Redevelopment District and the

Gateway Redevelopment District, under the conditions and safeguards provided in subsection 12-12-2(A)(2).

- (1) *Conditions for granting a zoning variance.* In order to authorize any zoning variance from the terms of this title, the board must find in addition to the conditions specified in subsection 12-12-2(A)(2):
 - (a) That the variance granted will not detract from the architectural integrity of the development and of its surroundings;
 - (b) That the grant of the variance will be in harmony with general intent and purpose of this title and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.
 - (c) That the decision of the Planning Board is quasi-judicial in nature and is final subject to judicial review in accordance with subsection 12-13-2(F)(f)(4). Hearings on variance applications under section 12-13-2(F)(f) shall be conducted as a quasi-judicial hearing in accordance with the requirements of law.
- (2) *Hearing of variance applications.*
 - (1) *Application procedure.*
 - (a) An application for a variance must be submitted to planning services at least twenty-one (21) days prior to the regularly scheduled meeting of the Planning Board.
 - (b) The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.
 - (c) Any party may appear in person, by agent, or by attorney.
 - (d) Any application may be withdrawn prior to action of the Planning Board at the discretion of the applicant initiating the request upon written notice to the board secretary.
 - (2) *Application submission requirements.* No application shall be considered complete until all of the following have been submitted:
 - (a) The application shall be submitted on a form provided by the board secretary.

- (b) The application shall be accompanied by an accurate site plan drawn to scale and such other information as may be reasonably requested to support the application.
 - (c) The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable.
- (3) *Public notice for variance.*
- (a) A sign shall be prominently posted on the property to which the application pertains at least ten (10) days prior to the scheduled board meeting.
 - (b) Notice of the request(s) for variances shall be published by public notice advertised in a newspaper of general daily circulation published in the county at least ten (10) days prior to the scheduled board meeting.
 - (c) Planning services shall notify addresses within a three hundred-foot radius, as identified by the current Escambia County tax roll maps, of the property proposed for a variance with a public notice by post card, and appropriate homeowners association, at least ten (10) days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.

The agenda will be mailed to the board members and applicants and other interested parties. The applicant or their authorized agent shall appear at the meeting in order for the request to be considered by the board.

- (4) *Judicial review of decision of Planning Board.* Any person or persons, jointly or severally, aggrieved by any quasi-judicial decision of the Planning Board on an application for a variance under section 12-13-2(F)(f), or the city, upon approval by the city council, may apply to the circuit court of the First Judicial Circuit of Florida within thirty (30) days after rendition of the decision by the Planning Board. Review in the circuit court shall be by petition for writ of certiorari or such other procedure as may be authorized by law.

(G) Procedure for submission of plans.

- (1) An application to erect, construct, renovate, demolish and/or alter an exterior of a building located or to be

located in a district within the review authority of the Planning Board must be submitted to the Planning Services Division at least twenty-one (21) days prior to the regularly scheduled meeting of the Board.

(2) The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.

(3) No application shall be considered complete until all of the following have been submitted:

(a) The application shall be submitted on a form provided by the board secretary.

(b) Each application shall be accompanied by accurate site plans, floor plans, exterior building elevations and similar information drawn to scale in sufficient detail to meet the plan submission requirements specified within the gateway districts.

(c) The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.

(d) Any party may appear in person, by agent, or by attorney.

(e) Any application may be withdrawn prior to action of the Planning Board at the discretion of the applicant initiating the request upon written notice to the board secretary.

(H) Review and decision. The board shall promptly review such plans and shall render its decision on or before thirty-one (31) days from the date that plans are submitted to the board for review.

(I) Notification, building permit. Upon receiving the order of the board, the secretary of the board shall thereupon notify the applicant of the decision of the board. If the board approves the plans, and if all other requirements of the city have been met, the building official may issue a permit for the proposed building. If the board disapproves the plans, the building official may not issue such a permit. In a case where the board has disapproved the plans, the secretary of the board shall furnish the applicant with a copy of the board's written order, together with a copy of any recommendations for changes necessary to be made before the board will reconsider the plans.

(J) Reconsideration. The Planning Board chairman or vice-chairman, together with the city planner acting as a committee,

shall review any minor revisions to determine whether the revisions made are in accordance with the articles and minutes of the applicable meeting. If the minor revisions required do not conform with the above requirements, no action may be taken. If, for some unforeseen reason, compliance is impractical, the item will be resubmitted at the next regularly scheduled meeting.

(K) Abbreviated review. Sign requests, paint colors, fencing, and emergency repairs which are consistent with the guidelines set forth in subsection 12-2-12(A), may be approved by letter to the building official from the board secretary and the chairman of the board. This provision is made in an effort to save the applicant and the board time for routine approval matters. If agreement cannot be reached as it pertains to such requests by the board secretary and chairman, then the matter will be referred to the board for a decision.

(L) Procedure for City Council review. Any person or entity whose property interests are substantially affected by a decision of the board may, within fifteen (15) days thereafter, apply to the city council for review of the board's decision. A written notice shall be filed with the city clerk requesting the council to review said decision. If the applicant obtains a building permit within the fifteen-day time period specified for review of a board decision, said permit may be subject to revocation and any work undertaken in accordance with said permit may be required to be removed. The appellant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application

SECTION 2

Section 12-13-4 of the Code of the City of Pensacola, Florida, is hereby repealed:

SECTION 3. Section 12-2-12 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-2-12. - Redevelopment land use district.

The regulations in this section shall be applicable to the gateway and waterfront redevelopment zoning districts: GRD and WRD.

(A) *GRD, Gateway Redevelopment District.*

(1) *Purpose of district.* The Gateway Redevelopment District is established to promote the orderly redevelopment of the southern gateway to the city in order to enhance its visual appearance, preserve a unique shoreline vista, improve traffic safety, and encourage a high quality of site planning and architectural design. Site specific analysis of each development proposal within the Gateway District is intended to ensure that the scenic orientation and open space image of the Bayfront Parkway is maintained, the development character of the Chase-Gregory corridor is upgraded, and the boundary of the adjacent historic district is positively reinforced.

(2) *Uses permitted.*

- (a) Single-family residential (attached or detached) at a maximum density of seventeen and four-tenths (17.4) units per acre. Multi-family residential at a maximum density of one hundred (100) dwelling units per acre.
- (b) Home occupations, subject to regulations in section 12-2-13.
- (c) Offices.
- (d) Adult entertainment establishments subject to the requirements of Chapter 7-3 of this Code when located within the dense business area as defined in Chapter 12-14, Definitions.
- (e) All commercial uses permitted in the C-2A zone, with no outside storage or repair work allowed, with the exception:
 - 1. Mortuaries and funeral parlors.
 - 2. Appliance and repair shops.
 - 3. Public parking lots and parking garages.
 - 4. New car lots or used car lots.
 - 5. Public utility plants, transmission and generating stations, including radio and television broadcasting stations.
 - 6. Car or truck rental agencies or storage facilities.

- (f) Family day care homes licensed by the Florida Department of Children and Family Services as defined in the Florida Statutes.
- (3) *Procedure for review of plans.*
 - (a) Plan submission: All development plans must comply with development plan requirements set forth in subsections 12-2-81(C) and (D), and design standards and guidelines established in section 12-2-82. Every application for a new certificate of occupancy or a building permit to erect, construct, demolish, renovate or alter a building or sign, or exterior site work (i.e., paving and landscaping of off-street parking areas), located or to be located in the Gateway Redevelopment District shall be accompanied with drawings or sketches with sufficient detail to show, as far as they relate to exterior appearances, the architectural design of the building, sign, or exterior work (both before and after the proposed work is done in cases of altering, renovating, demolishing or razing a building or structure) including proposed materials, textures and colors, and the plot plan or site layout including all site improvements or features such as walls, fences, walks, terraces, plantings, accessory buildings, paved areas, signs, lights, awnings, canopies and other appurtenances.
 - (b) Review and approval. All plans shall be subject to the review and approval of the ~~Planning Board~~ Planning Board established in Chapter 12-13. At the time of review the board may require that any aspect of the overall site plan which does not meet the standards established in this section be incorporated and brought into compliance within a time limit approved by the board.
 - (c) Abbreviated review. Sign requests, paint colors, fencing, and emergency repairs which are consistent with the regulations and guidelines set forth in this section, may be approved by letter to the building official from the ~~Planning Board~~ Planning Board secretary and the chairman of the board. This provision is made in an effort to save the applicant and the board time for routine approval matters. If agreement cannot be reached as it pertains to such requests by the board secretary and chairman, then the matter will be referred to the board for a decision.
 - (d) Final development plan. If the ~~Planning Board~~ Planning Board approves a preliminary development plan,

the owner shall submit a final development plan in accordance with the procedure set forth below within six (6) months of the date of approval of the preliminary plan of development. For good cause shown, the ~~Planning Board~~ Planning Board may, in its discretion, extend the time within which to file the final development plan for successive periods, the total of which shall not be more than an additional six (6) months. The final development plan shall be in basic conformity with the preliminary plan of development and comply with the other provisions of section 12-2-81 pertaining to the final development plan. If the applicant submits a final development plan which conforms to all the conditions and provisions of this chapter, then the ~~Planning Board~~ Planning Board shall conclude its consideration at its next regularly scheduled meeting.

- (4) *Regulations.* Except where specific approval is granted by the ~~Planning Board~~ Planning Board for a variance due to unique and peculiar circumstances or needs resulting from the use, size, configuration or location of a site, requiring the modification of the regulations set forth below the regulations shall be as follows:

- (a) Signs. Refer to sections 12-4-2 and 12-4-3 for general sign regulations and for a description of sign area calculations. In addition, the following regulations shall be applicable to signs only in the Gateway Redevelopment District.

1. Number of signs. Each parcel under single ownership shall be limited to one sign per street adjacent to the parcel; provided, however, if there exists more than one establishment on the parcel, there may be one attached sign per establishment.
2. Signs extending over public property. Signs extending over public property shall maintain a clear height of nine (9) feet above the sidewalk and no part of such signs shall be closer than eighteen (18) inches to the vertical plane of the curb line or edge of pavement.
3. Permitted signs.
 - a. Gregory, Chase and Alcaniz Streets, 9th Avenue.
 - Attached signs:

Height. No sign may extend above the roof line of the building to which it is attached. For purposes of this section roof

surfaces constructed at an angle of seventy-five (75) degrees or more from horizontal shall be regarded as wall space.

Size. Ten (10) percent of the building elevation square footage (wall area) which fronts on a public street, not to exceed fifty (50) square feet.

- Freestanding signs:

Maximum sign height—20 feet.

Maximum area for sign face—50 square feet.

b. Bayfront Parkway.

- Attached signs:

Height. No sign shall extend above the roof line of a building to which it is attached.

Size. Ten (10) percent of the building elevation square footage (wall area) which fronts on a public street, not to exceed fifty (50) square feet.

- Freestanding signs:

Distance from Curb (Feet)	Maximum Area Sign Face (Square Feet)	Maximum Sign Height (Feet)
10	20	5
20	35	7
30	50	9

c. All other streets and areas within the Gateway
Redevelopment District:

- Attached signs:

Height. No sign shall extend above the main roof line of a building to which it is attached.

Size. Ten (10) percent of the building elevation square footage (wall area) which fronts on a public street, not to exceed twenty-five (25) square feet.

- Freestanding signs:

Distance from Curb (Feet)	Maximum Area Sign Face (Square Feet)	Maximum Sign Height (Feet)
10	20	5
20	35	7

30	50	9
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4. Other permitted signs:

- a. Signs directing and guiding traffic and parking on private property, bearing no advertising matter. Such signs shall not exceed three (3) square feet in size.
- b. Signs advertising the acceptance of credit cards not exceeding two (2) square feet in size and which are attached to buildings or permitted freestanding signs.
- c. Official traffic signs or signals, informational signs erected by a government agency and temporary signs indicating danger.

5. Submission and review of sign plans. It shall be the responsibility of the contractor or owner requesting a sign permit to furnish two (2) plans of sign drawn to scale, including sign face area calculations, wind load calculations and construction materials to be used.

6. Review of sign plans. All permanent signs within the Gateway Redevelopment District shall be reviewed as follows:

- a. The contractor or owner shall submit sign plans for the proposed sign as required herein. The Department of Planning and Neighborhood Development shall review the sign based on the requirements set forth in this section and the guidelines set forth in subsection (5)(b)7. herein and forward a recommendation to the Planning Board.
- b. The ~~Planning Board~~ Planning Board shall review the planning staff recommendation concerning the sign and approve, or disapprove, the sign, it shall give the owner written reasons for such action.
- c. The owner shall have the right to appeal an adverse decision of the ~~Planning Board~~ Planning Board to the city council within thirty (30) days of the decision of the ~~Planning Board~~ Planning Board.

7. Prohibited signs. Refer to section 12-4-7 for prohibited signs. In addition the following signs are prohibited within the Gateway Redevelopment District:

- a. Portable signs are prohibited except as permitted in section 12-4-6(E).
 - b. Signs which are abandoned or create a safety hazard are not permitted. Abandoned signs are those advertising a business which becomes vacant and is unoccupied for a period of ninety (90) days or more.
 - c. Signs which are not securely fixed on a permanent foundation are prohibited.
 - d. Signs which are not consistent with the standards of this section are not permitted.
8. Temporary signs: Only the following temporary signs shall be permitted in the Gateway Redevelopment District:
- a. Temporary banners indicating that a noncommercial special event, such as a fair, carnival, festival or similar happening, is to take place, are permitted with the following conditions:
 - Such signs may be erected no sooner than two (2) weeks before the event;
 - Such signs must be removed no later than three (3) days after the event.
 - Banners extending over street rights-of-way require approval from the mayor.
 - b. One non-illuminated sign per street frontage advertising the sale, lease or rental of the lot or building upon which the sign is located. Such sign shall not exceed twelve (12) square feet in size, and shall be removed immediately after occupancy.
 - c. One non-illuminated sign not more than fifty (50) square feet in area in connection with the new construction work and displayed only during such time as the actual construction work is in progress.
 - d. Temporary signs permitted in section 12-4-6(H).
9. Nonconforming signs:
- a. Compliance period. All existing signs which do not conform to the requirements of this section shall be made to comply by April 24, 1991. Provided, however, existing portable signs must be removed immediately.
 - b. Removal of nonconforming signs. The building inspection superintendent shall notify the owner of

a nonconforming sign in writing of compliance period specified above. Nonconforming signs shall either be removed or brought up to the requirements stated herein within the period of time prescribed in the compliance schedule. Thereafter, the owner of such sign shall have thirty (30) days to comply with the order to remove the nonconforming sign, or bring it into compliance. Upon expiration of the thirty-day period, if no action has been taken by the owner, he shall be deemed to be in violation of this section and the building inspection superintendent may take lawful enforcement action.

(b) Off-street parking. The following off-street parking requirements shall apply to all lots, parcels or tracts in the Gateway Redevelopment District:

1. Off-street parking requirements in the district shall be based on the requirements set forth in Chapter 12-3 of the code. The required parking may be provided off-site by the owner/developer as specified in section 12-3-1(D).
2. Off-street parking and service areas are prohibited within the Bayfront Parkway setback described in subsection (c) herein, unless these requirements cannot be met anywhere else on the site due to its size or configuration.
3. Screening. Screening shall be provided along the edges of all parking areas visible from street rights-of-way. The screening may take the form of:

A solid wall or fence (chain-link fences are prohibited) with a minimum height of four (4) feet which is compatible in design and materials with on-site architecture and nearby development; or an earth berm approximately three (3) feet in height which is landscaped to provide screening effective within three (3) years; or a combination of walls or fences and landscape screening; or landscape screening designed to provide positive screening within three (3) years.

(c) Street setback. The following building setbacks shall apply to the district:

1. Bayfront Parkway setback/height requirements. All buildings located adjacent to the Bayfront Parkway shall be set back a minimum of fifty (50) feet from the northern parkway right-of-way line. At this minimum setback, building height may not exceed fifty (50) feet. Above fifty (50) feet in height, an additional one-foot setback shall be required for each

additional two (2) feet in building height. This setback is intended as a landscaped buffer zone which preserves the open space character of the parkway.

2. Gregory, Alcaniz and Chase Streets, 9th Avenue. Ten (10) feet from the right-of-way line.
 3. All other streets. Five (5) feet from the right-of-way line.
- (d) Street frontage. Every lot, tract, or parcel of land utilized for any purpose permitted in this district shall have a street frontage of not less than fifty (50) feet. Any lot of record on the effective date of this title which is less than fifty (50) feet may be used as a site for only one establishment listed as a permitted use in paragraph (2) herein.
- (e) Building height. No building shall exceed a maximum height of one hundred (100) feet.
- (f) Vehicular access. Access to the following streets shall be limited as follows:
1. Bayfront Parkway. No access shall be permitted from the parkway unless no other means exist for ingress and egress from the site.
 2. Gregory Street, Chase Street, Alcaniz Street, 9th Avenue and 14th Avenue. For each lot, tract, or parcel under single ownership, the maximum number of access points shall not exceed two (2) per street footage if driveway spacing standards can be met pursuant to section 12-4-82(C)(2).
- (g) Landscaping. Landscaping requirements in the Gateway Redevelopment District shall be based on applicable requirements of Chapter 12-6. All service areas (i.e., trash collection containers, compactors, loading docks) shall be screened from street and adjacent buildings by one of the following techniques:
- Fence or wall, six (6) feet high;
 - Vegetation, six (6) feet high (within three (3) years);
 - A combination of the above.
- (h) Underground utility services. All new building construction or additions of floor area to existing structures along Bayfront Parkway, Chase Street, Gregory Street, 9th Avenue and all property fronting Salamanca Street, shall be required to install underground utilities.

- (i) Lot coverage. The total coverage of all development sites within the Gateway Redevelopment District, including all structures, parking areas, driveways and all other impervious surfaces, shall not exceed seventy-five (75) percent.
- (j) Sidewalks. Developers of new construction or redevelopment projects shall repair, reconstruct, or construct new sidewalks on all sides of property fronting on a street.
- (k) Consideration of floodprone areas. Portions of the district are within the one hundred-year floodplain. Site planning shall consider the special needs of floodprone areas.
- (l) Storm drainage. Adequate storm drainage must be provided to prevent flooding or erosion. The surface drainage after development should not exceed the surface drainage before development. Flexibility in this guideline shall be considered by the city engineer based on capacity of nearby off-site stormwater drainage systems, the surrounding topography and the natural drainage pattern of the area.
- (m) All mechanical equipment, satellite dishes and other similar equipment should be completely screened by the architecture of the structure, or fences, walls, or vegetation.
- (n) Exemptions. All detached single-family and duplex residential development proposals are exempt from the provisions of this section and shall be developed in accordance with R-1A regulations set forth in section 12-2-4(E), with the exception of the height requirements.
- (5) *Development guidelines.* The Gateway Redevelopment District is characterized by a variety of architectural styles with no common theme. The intent of these guidelines is to reduce the level of contrast between buildings and to create a more compatible appearance in architectural design, scale, materials and colors. All development within the Gateway Redevelopment District is encouraged to follow design guidelines as established in subsection 12-2-82(D). In addition, the following site planning guidelines shall be used by the ~~Planning Board~~ Planning Board in the review and approval of all development plans:
 - (a) Site planning. The integration of site features such as building arrangement, landscaping and parking lot layout is critical in producing a pleasant and functional

living or working environment. In reviewing development proposals, the following guidelines shall be taken into consideration.

1. Maximum preservation of bay views: Considering the bayfront location within the district, the placement of buildings, signs, service areas, parking and landscaping shall be planned to maximize the preservation of views of the bay and to protect the bayfront's scenic open space character. To prevent the effect of a "wall" of development along the inland edge of the parkway, the long axis of all buildings located on the corridor should be oriented parallel to the inland street grid, rather than parallel to the parkway itself. The preservation of ample open space between buildings, and the creation of a campus-like development pattern, are encouraged especially in the bayfront area. In addition, site planning throughout the district should recognize existing topographical variations and maximize this variation to maintain bay views.
2. Development coordination: The preservation of bay views and the creation of a campus character development pattern cannot be achieved through the site planning of any single development; all development efforts within the district must be coordinated to achieve these objectives.
3. Off-street parking and service: Off-street parking shall be discouraged within all street setbacks. Where possible, any service areas (i.e. trash collection, loading docks) shall be located to be screened by the building itself; otherwise, walls, fences, landscaping and earth berms shall be used to achieve effective screening.

(b) Architectural design and building elements.

1. Buildings or structures which are part of a present or future group or complex shall have a unity of character and design. The relationship of forms and the use, texture, and color of materials shall be such as to create a harmonious whole.
2. Buildings or structures located along strips of land or on single sites and not a part of a unified multibuilding complex shall strive to achieve visual harmony with the surroundings. It is not to be inferred that buildings must look alike or be of the same style to be compatible with the intent of the district.

Compatibility can be achieved through the proper consideration of scale, proportions, site planning, landscaping, materials and use of color.

3. Materials such as metal and plastic shall be discouraged on exterior surfaces of buildings.
 4. Severe or angular roof lines which exceed a pitch of 12-12 (forty-five degree angle) are discouraged. Exceptions to this guideline (i.e., churches) shall be considered on a case-by-case basis.
 5. Bright colors and intensely contrasting color schemes are discouraged within the district.
 6. Proposed development adjacent to the historic district should give special consideration to visual compatibility in scale and architectural design in order to positively reinforce the character of the historic area and provide a buffer and transition.
 7. The following guidelines concerning design, materials, lighting, landscaping, and positioning of permitted signs shall be considered:
 - a. Design/materials. The architectural character of the building to which the sign relates should be reflected in the lettering of the sign, the materials used for the supporting structure and the sign face.
 - b. Lighting. Indirect and internal lighting is encouraged. Neon and exposed fluorescent lighting is not encouraged.
 - c. Copy. The sign copy should be limited to the name, address, and logo of the building complex, the major tenant or the business. The sign should be primarily used for communicating identity and locating the business, not for advertising.
 - d. Landscaping. The landscaping and positioning of the sign should compliment the overall site plan and landscaping of the development.
- (6) *Maintenance standards.* The following maintenance standards shall be applied to all structures and land parcels respectively, whether occupied or vacant within the Gateway Redevelopment District, subject to review and approval by the Planning Board. Properties which do not conform to the maintenance standards described in subparagraphs (a) to (g) shall be made to comply as required by the city inspections office based on regular inspections or complaints.

- (a) Building fronts, rears, and sides abutting streets and public areas. Rotten or weakened portions shall be removed, repaired or replaced.
 - (b) Windows. All windows must be tight-fitting. All broken and missing windows shall be replaced with new glass.
 - (c) Show windows and storefronts. All damaged, sagging or otherwise deteriorated storefronts, show windows or entrances shall be repaired or replaced.
 - (d) Exterior walls.
 - 1. Existing miscellaneous elements on the building walls, such as empty electrical conduit, unused signs and/or sign brackets, etc., shall be removed.
 - 2. Sheet metal gutters, downspouts and copings shall be repaired or replaced as necessary and shall be neatly located and securely installed.
 - 3. All exterior finishes and appurtenances such as paint, awnings, etc. shall be kept in a state of repair.
 - (e) Roofs.
 - 1. All auxiliary structures on the roofs shall be kept clean, repaired or replaced.
 - 2. Roofs shall be cleaned and kept free of trash, debris or any other elements which are not a permanent part of the building.
 - (f) Front, rear, and side yards, parking areas and vacant parcels.
 - 1. When a front, rear or side yard, parking area or vacant parcel exists or is created through demolition, the owner may utilize the space in accordance with the provisions of the zoning district, provided, however, that the site shall be properly maintained free of weeds, litter, and garbage.
 - 2. Any landscaping which was installed to comply with regulations of this subsection must be maintained.
 - (g) Walls, fences, signs. Walls, fences, signs and other accessory structures shall be repaired and maintained.
- (B) *GRD-1, Gateway redevelopment district, Aragon redevelopment area.*

- (1) *Purpose of district.* The Gateway Redevelopment District, Aragon Redevelopment Area is established to promote the orderly development of the southern gateway to the city in order to enhance its visual appearance, preserve a unique shoreline vista, improve traffic safety, and encourage a high quality of site planning and architectural design. Site specific analysis of development proposed within the district is intended to ensure that the scenic orientation and open space image of the Bayfront Parkway is maintained and the boundary of the adjacent historic district is positively reinforced. Zoning regulations are intended to ensure that future development is compatible with and enhances the pedestrian scale of the existing structures and period architectural character of the adjacent historic district.
- (2) *Urban character of the district.* The Aragon redevelopment area is characterized by integration of houses, shops, and work places. Mixed land use is encouraged by allowing home occupations and first floor work spaces with apartments and townhouses above. The Historic District is the basis for district architectural guidelines, which reflect the scale and lot sizes, and the list of permitted uses is similar to those uses permitted in the Historic District to the south.
- (3) *Uses permitted.*
 - (a) GRD-1, residential uses.
 1. Single-family and multi-family residential (attached or detached) at a maximum overall density of seventeen and four tenths (17.4) units per acre.
 2. Bed and breakfast (subject to section 12-2-55).
 3. Home occupations allowing: Not more than sixty (60) percent of the floor area of the total buildings on the lot to be used for a home occupation; Retail sales shall be allowed limited to uses listed as conditional uses in subsection 3.(c)(1), below: Two (2) non-family members as employees in the home occupation; and a sign for the business not to exceed three (3) square feet shall be allowed.
 4. Community residential homes licensed by the Florida Department of Children and Family Services with six (6) or fewer residents providing that it is not to be located within one thousand (1,000) feet of another such home. If it is proposed to be within one thousand (1,000) feet of another such home, measured from

property line to property line, it shall be permitted with city council approval after public notification of property owners in a five hundred-foot radius.

5. Limited office space allowed only with residential use occupying a minimum of fifty (50) percent of total building square footage of principal and outbuildings.
6. Family day care homes licensed by the Florida Department of Children and Family Services as defined in the Florida Statutes.

(b) GRD-1, public uses.

1. Meeting hall, U.S. Post Office pavilion, buildings used for community purposes, not to exceed five thousand (5,000) square feet.
2. Publicly owned or operated parks and playgrounds.
3. Churches, Sunday school buildings and parish houses.

(c) GRD-1, commercial uses.

1. The following uses limited to a maximum area of five thousand (5,000) square feet:
 - a. Antique shops.
 - b. Art galleries.
 - c. Bakeries whose products are sold at retail and only on the premises.
 - d. Banks (except drive-through).
 - e. Barbershops and beauty shops.
 - f. Childcare facilities (subject to Sec. 12-2-58).
 - g. Health clubs, spas, and exercise centers.
 - h. Jewelers.
 - i. Laundry and dry cleaning pick-up stations.
 - j. Office buildings.
 - k. Restaurants (except drive-ins).
 - l. Retail sales and services.
 - m. Retail food and drugstore.
 - n. Specialty shops.
 - o. Studios.

(d) GRD-1, miscellaneous uses.

1. Outbuildings and uses can include:

- Garage apartments
- Carriage house
- Studios
- Granny flats
- Storage buildings
- Garages
- Swimming pools
- Hot tubs
- Offices

Refer to Aragon Urban Regulations in Aragon Design Code for maximum impervious surface per lot type.

2. Minor structures for utilities (gas, water, sewer, electric, telephone).

(4) *Procedure for review.*

- (a) Review and approval by the Planning Board: All activities regulated by this subsection, including preliminary and final site plan review, shall be subject to review and approval by the Planning Board ~~Planning Board~~ as established in subsection ~~12-13-4(A)~~ 12-13-2. Abbreviated review for paint colors, minor repairs and minor deviations in projects already approved by the board shall be in accordance with subsection ~~12-13-4(H)~~ 12-13-2(K). If agreement cannot be reached as it pertains to such request for abbreviated review by the board secretary and chairman then the matter will be referred to the ~~Planning Board~~ Planning Board for a decision.

(b) Decisions.

1. General consideration. The board shall consider plans for buildings based on regulations described herein. In their review of plans for new construction, the board shall consider exterior design and appearance of the building, including the front, sides, rear and roof; materials, textures and colors; plot plans or site layout, including features such as walls, walks, terraces, off-street paved areas, plantings, accessory buildings, signs and other appurtenances; and relation of the building to the immediate surroundings and to the district in which it is located. The term "exterior" shall be deemed to include all of the outer surfaces of the building and exterior site work, including painting, and is not restricted to those exteriors visible from a public street or place.

2. Rules governing decisions. Before approving the plans for any proposed building located or to be located in a district, the board shall find:
 - a. In the case of a proposed new building, that such building will not, in itself or by reason of its location on the site, impair the architectural or historic value of buildings in the immediate vicinity. No plans for new building will be approved if that building will be injurious to the general visual character of the district in which it is to be located considering visual compatibility standards such as height, proportion, shape, scale, style, materials and colors.
 - b. In the case of a proposed alteration or addition to an existing building, that such alteration or addition will not impair the architectural value of the building.
- (c) Plan submission: Every activity which requires plans in order to erect, construct, demolish, renovate or alter an exterior of a building, sign or exterior site work, located or to be located in the GRD-1 district shall be accompanied with drawings or sketches. All drawings must be drawn to scale and be legible. The minimum size scale for site plans is 1" = 20'0"; the minimum scale for floor plans is 1/8 " = 1'0"; and the minimum scale for exterior elevations is 1/8 " = 1'0". The scale for other items, such as signs and details, shall be as large as necessary to fully define the detail of those items. Major projects with very large buildings may vary from the scale referenced above for ease of presentation.
 1. Site plan:
 - a. Indicate overall property dimensions and building size, and building setback line and building frontage zone.
 - b. Indicate relationship of adjacent buildings, if any.
 - c. Indicate layout of all driveways and parking on the site including materials.
 - d. Indicate all fences, including materials, dimensions, architectural elements and color, and signs, with dimensions as required to show exact locations.

- e. Indicate existing trees and existing and new landscaping.
- 2. Floor plan:
 - a. Indicate locations and sizes of all exterior doors and windows.
 - b. Indicate all porches, steps, ramps and handrails.
 - c. For renovations or additions to existing buildings, indicate all existing conditions and features as well as the revised conditions and features and the relationship of both.
- 3. Exterior elevations:
 - a. Indicate all four (4) elevations of the exterior of the building.
 - b. Indicate the relationship of this project to adjacent structures, if any.
 - c. Indicate exposed foundation walls, including the type of material, screening, dimensions, and architectural elements.
 - d. Indicate exterior wall materials, including type of materials, dimensions, architectural elements and color.
 - e. Indicate exterior windows and doors, including type, style, dimensions, materials, architectural elements, trim, and colors.
 - f. Indicate all porches, including ceilings, steps, and ramps, including type of materials, dimensions, architectural elements and color.
 - g. Indicate all porch, stair, and ramp railings, including type of material, dimensions, architectural elements, trim, and color.
 - h. Indicate roofs, including type of material, dimensions, architectural elements, associated trims and flashing, and color.
 - i. Indicate all signs, whether they are building mounted or freestanding, including material, style, architectural elements, size and type of letters, and color. The signs must be drawn to scale in accurate relationship to the building and the site.
- 4. Miscellaneous:

- a. Show enlarged details of any special features of either the building or the site that cannot be clearly depicted in any of the above-referenced drawings.
- (d) Submission of photographs.
 - 1. Provide photographs of the site for the proposed new construction in sufficient quantity to indicate all existing site features, such as trees, fences, sidewalks, driveways, and topography.
 - 2. Provide photographs of the adjoining "street scape," including adjacent buildings to indicate the relationship of the new construction to these adjacent properties.
- (e) Submission of descriptive product literature/brochures:
 - 1. Provide samples, photographs, or detailed, legible product literature on all windows, doors and shutters proposed for use in the project. The information must be sufficiently detailed to show style, dimensions, detailing, material type, and color.
 - 2. Provide descriptive literature, samples, or photographs showing specific detailed information about signs and letters, if necessary to augment or clarify information shown on the drawings. The information must be sufficiently detailed to show style, dimensions, detailing, material type, and color.
 - 3. Provide samples or descriptive literature on roofing material and type to augment the information on the drawings. The information must indicate dimensions, details, material, color and style.
 - 4. Provide samples or literature on any exterior light fixtures or other exterior ornamental features, such as wrought iron, railings, columns, posts, balusters, and newels. Indicate size, style, material, detailing and color.
- (5) *Regulations for any development within the GRD-1 zoning district.* These regulations are intended to address the design and construction of elements common to any development within the GRD-1 zoning district which requires review and approval by the Planning Board. Regulations and standards which relate specifically to new construction and/or structural rehabilitation and repairs to existing

buildings, applicable to building heights, setbacks, architectural elements and construction types, are established below (more specifically addressed in Figure 12.2.2.B, Urban Regulations). The Aragon Design Code describes the building types and architectural styles that are considered to be compatible with the intent of the GRD-1 regulations. This definition of styles should be consulted to insure that the proper elements are used in combination in lieu of combining elements that are not appropriate for use together on the same building. Amendments to the Aragon Design Code may be made by the city council following a recommendation of the Planning Board and a public hearing before the city council, without necessity for amending this chapter.

(a) *Building height limit.* No building shall exceed the following height limits: Type I Townhouses and Type III Park Houses shall not exceed fifty-five (55) feet or three and one-half ($3\frac{1}{2}$) stories. Type II Cottages, Type IV Sideyard House, Type V Small Cottage, and Type VI Row House shall not exceed forty-five (45) feet or two and one-half ($2\frac{1}{2}$) stories. No outbuilding shall exceed thirty-five (35) feet or two and one-half ($2\frac{1}{2}$) stories. Refer to Aragon Design Code.

(b) *Landscaping:*

1. Landscaping requirements in the GRD-1 district shall be based on Aragon Design Code.
2. All service areas (i.e., dumpsters or trash handling areas, service entrances or utility facilities, loading docks or space) must be screened from adjoining property and from public view by one (1) of the following:
 - Fence or wall, six (6) feet high;
 - Vegetation, six (6) feet high (within three (3) years);
 - A combination of the above.

(c) *Protection of trees.* It is the intent of this section to recognize the contribution of shade trees and certain flowering trees to the overall character of the Aragon redevelopment area and to ensure the preservation of such trees as described below:

1. Any of the following species having a minimum trunk diameter of eight (8) inches (twenty-five and one-tenth (25.1) inches in circumference) at a height of one (1) foot above grade: Live Oak and Water Oak; Magnolia having a minimum trunk diameter of six (6)

inches (eighteen and eight-tenths (18.8) inches in circumference) at a height of one (1) foot above grade, and;

2. Any of the following flowering trees with a minimum trunk diameter of four (4) inches (twelve and fifty-five one hundredths (12.55) inches in circumference) at a height of one (1) foot above grade: Redbud, Dogwood, and Crape myrtle.

No person, organization, society, association or corporation, or any agent or representative thereof, directly or indirectly, shall cut down, destroy, undertake tree removal, or effectively destroy through damaging, any specimen or flowering tree, whether it be on private property or right-of-way within the GRD-1 district, without first having obtained a permit from the department of leisure services to do so. Refer to section 12-6-7 for tree removal permit application procedures and guidelines.

- (d) *Fences.* Original fences in the older sections of the city were constructed of wood with a paint finish in many varying ornamental designs, or may have been constructed of brick or wrought iron. The style of the fence and the materials used typically related directly to the style and type of materials used for the building on the property. Refer to Aragon Design Code for required types of fences at different locations.

On every corner lot on both public and private streets intersecting 9th Avenue a sight triangle described by the intersection of the projection of the outer curb (next to the driving lane) lines extended, and a line joining the points on those lines thirty (30) feet from said intersection shall be clear of any structure, solid waste container, parked vehicles, including recreational vehicles, or planting of such nature and dimension as to obstruct lateral vision, provided that this requirement shall generally not apply to tree trunks trimmed of foliage to eight (8) feet, and newly planted material with immature crown development allowing visibility, or a post, column, or similar structure which is no greater than one foot in cross-section diameter. Lateral vision shall be maintained between a height of three (3) feet and eight (8) feet above grade. All other streets and intersections within the GRD-1 district shall be exempt from the

requirements of section 12-2-35, Required Visibility Triangle. In addition the following provisions apply:

1. Chain-link, exposed masonry block and barbed-wire are prohibited fence materials in the GRD-1 district. Approved materials will include but not necessarily be limited to wood, brick, stone (base only) and wrought iron, or stucco. Materials can be used in combination.
2. All wood or wrought iron fences shall be painted if the principal building is painted. Wood fences shall be constructed utilizing one of a variety of designs, especially a design which will reflect details similar to those on the building. It is recommended that the use of wrought iron or brick fences be constructed in conjunction with buildings which use masonry materials in their construction or at locations requiring them. "Dog ear pickets" are not acceptable. Refer to Architectural Standards in Aragon Design Code.
3. Fences in the required front yard will be no higher than four (4) feet and six (6) feet, six (6) inches in the side and rear yards. On corner lots, fences constructed within the required street side yard shall not exceed four (4) feet in height if the fence would obstruct the visibility from an adjacent residential driveway. Otherwise fences within the required street side yard may be built to a maximum of six (6) feet, six (6) inches.

(e) *Signage:*

- Informational signs—All informational signs, even if erected on private property, are subject to regulations contained in this section.
- Commercial signs—It is the intent of the Aragon redevelopment area to recapture the turn-of-the century feeling of commerce in Aragon's core neighborhood. To this end, special consideration will be given to a variety of painted signs on brick and stucco walls, building cornices, canopies and awnings, even on sidewalks and curbs.
- Sign style shall be complementary to the style of the building on the property. In the older sections of the city the support structure and trim work on a sign was typically ornamental, as well as functional. Refer to sections 12-4-2 and 12-4-3 for general sign standards and criteria and for a description of sign area calculations. In addition to the prohibited signs listed below, all signs listed in section 12-4-7 are

prohibited within the GRD-1 district. The design, color scheme and materials of all signs shall be subject to approval by the Planning Board. Only the following signs shall be permitted in the GRD-1 district.

1. Permitted signs.

a. Temporary accessory signs.

- One (1) non-illuminated sign advertising the sale, lease, or rental of the lot or building, said sign not exceeding two (2) square feet in area.
- One (1) non-illuminated sign per street frontage, not more than thirty-two (32) square feet in area in connection with new construction work related to Aragon's development, community sites, parks, or Privateer's Alley.

b. Permanent accessory signs.

- Each mixed use or commercial property shall be limited to one (1) sign per lot for Type II through VI. The sign may be placed on the street side or alley frontage. Type I shall be limited to one (1) sign per street and one (1) for alley frontage. The sign may be projected from the building, a wall-mounted sign, or a painted sign. Signs projecting from a building or extending over public property shall maintain a clear height of nine (9) feet six (6) inches above the public property and shall not extend above the roof line on which it is attached. The sign may be mounted to or painted on the face of a wall of the building, hung from a bracket that is mounted to a wall of a building, or hung from other ornamental elements on the building. Attached or wall signs may be placed on the front or one (1) side of the building. The sign may be illuminated provided the source of light is not visible beyond the property line of the lot on which the sign is located.
- Advertising display area:
GRD-1, Type II through Type VI residential home occupation and mixed use lots are not to exceed ten (10) square feet.
GRD-1, Type I commercial lots are not to exceed thirty-five (35) square feet per street front.

A combination of two (2) attached wall signs may be used, but shall not exceed a total of thirty-five (35) square feet.

If fronting an alley the size shall not exceed twelve (12) square feet.

- One (1) non-illuminated nameplate designating the name of the occupant of the property; the nameplate shall not be larger than three (3) square feet and shall be attached flat against the wall of the building.
- Municipal or state installed directional signs, historical markers and other signs of a general public interest when approved by the mayor and board.

2. Prohibited signs.

- a. Any sign using plastic materials for lettering or background.
- b. Internally illuminated signs.
- c. Portable signs.
- d. Nonaccessory signs.
- e. Back lit canvas awnings.
- f. Flashing, strobe, or neon signs.
- g. Neon signs placed inside a window.

(f) *Driveways and sidewalks.* The following regulations and standards apply to driveways and sidewalks in the GRD-1 District:

1. Driveways shall be allowed at locations indicated in the Aragon Design Code.
 - a. Where asphalt or concrete is used as a driveway material, the use of an appropriate coloring agent is allowed.
 - b. From the street pavement edge to the building setback the only materials allowed shall be brick, concrete pavers, colored or approved stamped concrete or poured concrete.
2. Sidewalks, construction, repair and maintenance of sidewalks are all required on public rights-of-way within the district. Sidewalks shall be constructed of concrete, a combination of concrete and either brick, concrete pavers or concrete poured and stamped with an ornamental pattern or smooth finish.

- (g) *Off-street parking.* Off-street parking is required in the GRD-1 district. The requirements for off-street parking in this district recognize that the Aragon redevelopment area forms a transition neighborhood between the adjacent Historic District to the south, where off-street parking is not required in the Historic Commercial zoning districts and the remainder of the Gateway Redevelopment District where conventional off-street parking requirements apply. The off-street parking requirements in the GRD-1 district reflect a land use pattern that encourages small scale commercial land uses adjacent to residential uses that are accessible through a network of pedestrian improvements, such as sidewalks, plazas and open spaces. Because parking areas were not a common land use in the older sections of the city, their location is set forth in the standards.

1. Residential uses.

Single family and accessory unit—One (1) space/unit.

Townhouse and multi-family—One (1) space/unit.

Bed and breakfast—One (1) space per owner plus one (1) space/sleeping room.

Home occupation—One (1) space/non-family employee.

Community residential home—One (1) space/two (2) beds.

2. Public uses.

Meeting hall, U.S. Post Office pavilion, buildings used exclusively for federal, state, county or city governments for public purposes—One (1) space/five hundred (500) square feet.

Publicly owned or operated parks and playgrounds—None required.

Churches, Sunday school buildings and parish houses—One (1) space/four (4) fixed seats.

3. Commercial uses.

Antique shops—One (1) space/five hundred (500) square feet.

Art galleries—One (1) space/five hundred (500) square feet.

Bakeries (retail only)—One (1) space/five hundred (500) square feet.

Barbershops and beauty shops—One (1) space/station and one (1) space/employee.

Day care centers—One (1) space/employee plus one (1) space/classroom.

Health clubs, spas and exercise centers—One (1) space/three hundred (300) square feet.
Jewelers—One (1) space/five hundred (500) square feet.
Laundry and dry cleaning pick-up stations—One (1) space/employee.
Office buildings—One (1) space/five hundred (500) square feet.
Restaurants (except drive-ins)—One (1) space/five hundred (500) square feet.
Retail sales and services—One (1) space/five hundred (500) square feet.
Retail food and drugstore—One (1) space/five hundred (500) square feet.
Specialty shops—One (1) space/five hundred (500) square feet.
Studios—One (1) space/fifty (50) square feet unless owner occupied.

4. For Type I Townhouse the uses identified in subsections (g)1., 2., and 3. above, on-street parking on Romana Street and 9th Avenue within five hundred (500) feet of the building may be used towards this requirement for nonemployee parking only. One (1) off-street parking space shall be required for each employee in the building.
 5. Parking shall be screened from view of adjacent property and the street by fencing, landscaping or a combination of the two approved by the board, except in alley locations.
 6. Materials for parking areas shall be concrete, concrete or brick pavers, asphalt, oyster shells, clam shells or #57 granite, pea gravel or marble chips. Where asphalt or concrete are used, the use of a coloring agent is allowed. The use of acceptable stamped patterns on poured concrete is encouraged.
 7. For Type I Townhouse as an option to providing the required off-street parking as specified in subsections (g)1., 2., and 3. above, the required parking may be provided off-site by the owner/developer as specified in subsection 12-3-1(D).
- (h) *Paint colors.* The Planning Board has adopted palettes of colors considered compatible with historic colors from several paint manufacturers that represent acceptable colors for use in the GRD-1 district. Samples

of these palettes can be reviewed at the office of the building inspector or the Secretary of the GRD Board.

- (i) *Outbuildings*. Outbuildings shall not exceed a maximum height of thirty-five (35) feet. The accessory structure shall match the style, roof pitch, and other design features of the main residential structure.
- (j) *Architectural review standards (See Figure 12.2.2.B)*.

- 1. Exterior lighting. Exterior lighting in the district will be post mounted street lights and building mounted lights adjacent to entryways or landscaping lights which are shielded. Lamps shall be typically ornamental in design and appropriate for the building style. Refer to Aragon Design Code, Architectural Standards.

- a. Exterior lighting fixtures must be appropriate for building style. Refer to Aragon Design Code, Architectural Standards.

- b. Exterior. Where exterior lighting is allowed to be detached from the building, the fixtures visible from off-premises (other than landscape lighting which is permitted) shall be post mounted and used adjacent to sidewalk or driveway entrances or around parking. If post mounted lights are used, they shall not exceed twelve (12) feet in height. Exterior lights shall be placed so that they do not shine directly at neighbors.

- c. The light element itself shall be a true gas lamp or shall be electrically operated using incandescent, halogen, metal halide or high pressure sodium lamps. Fluorescent and mercury vapor lamps are prohibited.

- d. The use of pole mounted high pressure sodium utility/security lights is prohibited.

- 2. Exterior building walls. Exterior treatments will be of wood, cedar shingles, wood clapboard, board and batten or board on board, fiber-cement smooth lap siding (Hardiplank), brick, stone for Craftsman style buildings, or stucco. Building wall finish must be appropriate for building style (Refer to Aragon Design Code, Architectural Standards). Individual windows and porch openings, when rectangular, shall be square or vertical proportion and have multiple lights, unless architectural style dictates other combinations. Chimneys shall be architecturally compatible with the

style. All primary structures are required to elevate their first finished floor eighteen (18) to thirty-six (36) inches above grade, except Type I Townhouse. Base treatment shall be articulated.

- a. Vinyl or metal siding is prohibited.
 - b. Wood siding and trim shall be finished with paint or stain, utilizing colors approved by the board.
 - c. Foundation piers shall be exposed brick masonry or sand textured plaster over masonry. If in-fill between piers is proposed, piers shall be skirted and screened in an opaque manner. It is encouraged that in-fill panels of wood lattice be utilized or brick screens where appropriate.
3. Roofs. Roofs may be of metal, wood shake, dimensional asphalt shingle, slate, diamond shape asphalt shingles or single ply membrane or built up (for flat roofs), and must be of the appropriate architectural style. Roof pitch for sloped roofs above the main body shall be at least 8 on 12 on one- and two-story buildings and 6 on 12 on buildings with three (3) stories, unless architectural style dictates other slope, for example Craftsman. Eaves shall be appropriate for the architectural style. Shed roofs shall be allowed only against a principal building or perimeter wall. Flat roofs shall not be permitted without parapets, cornices, eaves overhangs boxed with modillions, dentrils, or other moldings. The maximum size of the roof deck, window's walks, towers, turrets, etc. is two hundred (200) square feet, with the maximum height of ten (10) feet above the maximum allowable building height.
- a. Eaves and soffits may be: wood, painted or stained; smooth finish or sand textured stucco soffits, if detailed appropriately; or fiber-cement, if detailed appropriately ("Hardisoffit" of Hardipanel" vertical siding panels). Eaves shall be appropriate for architectural style and type.
 - b. Flashing may be anodized or pre-finished aluminum, galvanized steel or naturally weathered copper.
 - c. Gutters and downspouts may be anodized or pre-finished aluminum, galvanized steel or naturally weathered copper.
4. Balconies and porches. Front porches are required for all Type II through Type V principal structures,

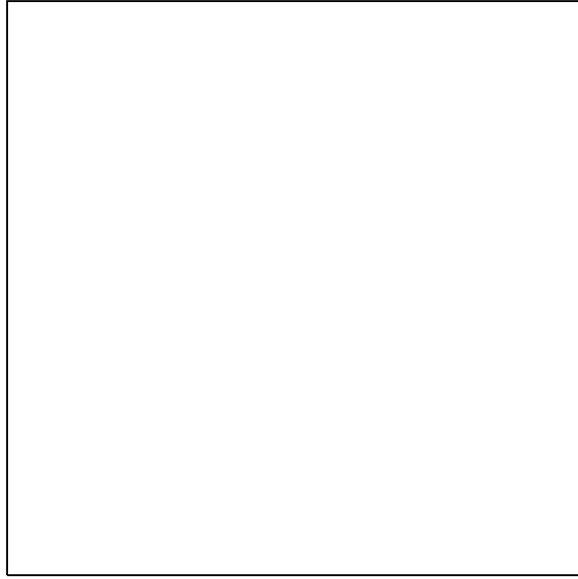
and porches or balconies are required for Type I and Type VI principal structures. Type I principal structure balconies supported by columns, the outside edge of the columns shall be located at the outside edge of the public sidewalk, and the balcony shall not extend past the columns. Balconies shall not be cantilevered more than eight (8) feet. See Figure 12.2.2.B for balcony and porch dimensions.

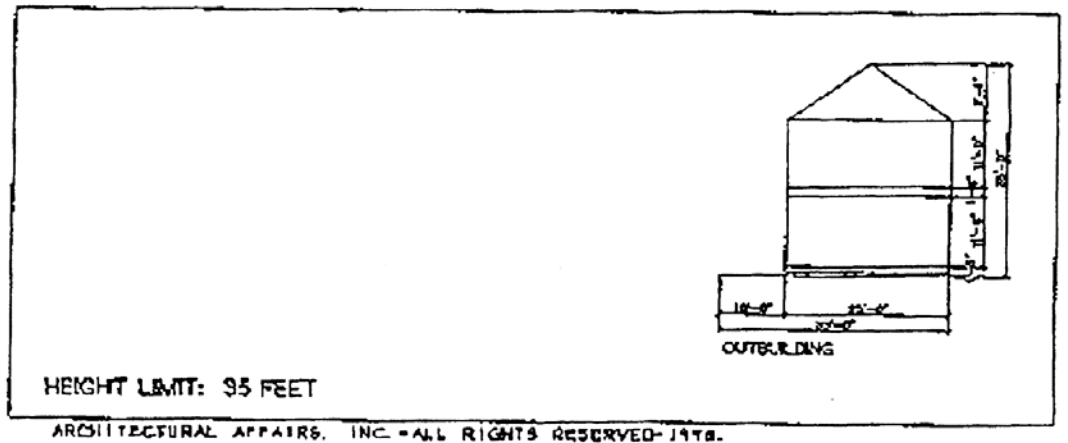
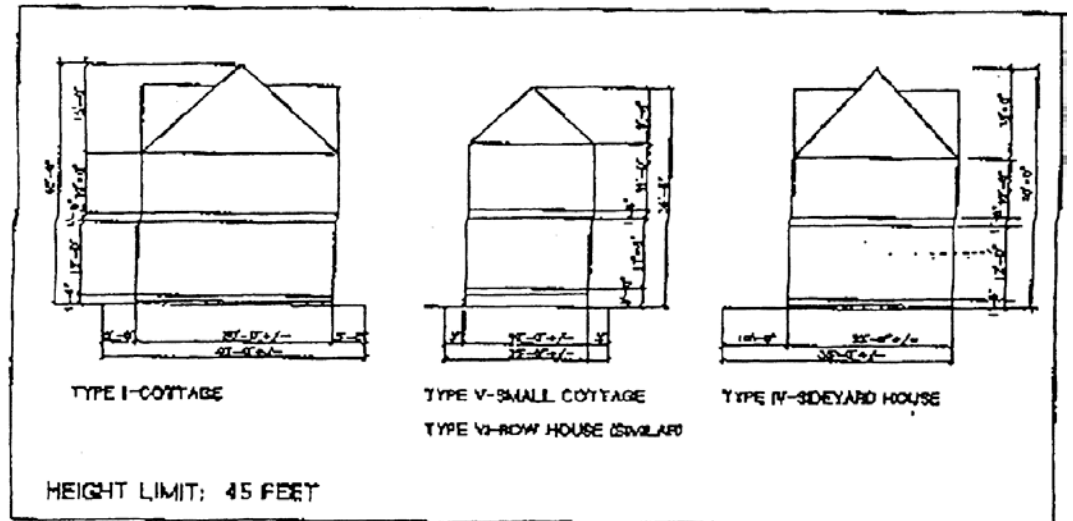
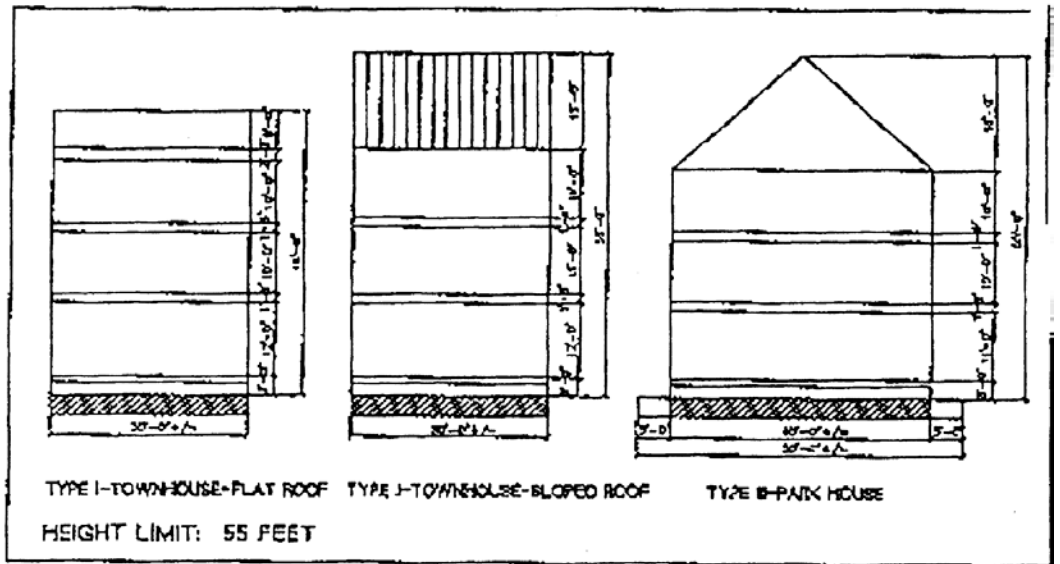
5. Doors. Entrance doors with an in-fill of raised panels below and glazed panels above were typically used in older sections of the city. Single doorways with a glazed transom above allows for both light and ventilation to enter the entrance way or entrance foyer of the building. Double doors are usually associated with a larger home or building layout.
 - a. Doors are to be appropriate for building style and type. Entrance doors shall be fabricated of solid wood, metal, or fiberglass. Refer to Aragon Design Code, Architectural Standards and Architectural Styles.
6. Windows. Individual windows shall have vertical proportion.
 - a. Windows are to be fabricated of wood or vinyl clad wood windows. Solid vinyl windows may be used if the components (jamb, sash, frame, sill, etc.) are sized and proportioned to duplicate wood. Steel or aluminum windows are prohibited.
 - b. All individual windows shall conform to vertical proportions of not less than 1:1.5, unless architectural styles dictate otherwise. Assemblage of complying window units to create large window openings is acceptable. Kitchen and bathroom windows are considered exceptions and are not regulated by vertical proportions, but are subject to approval if they detract from the overall vertical orientation.
 - c. Window sections shall be appropriate for style. Refer to Aragon Design Code.
 - d. The window frame will be given a paint finish appropriate to the color scheme of the exterior of the building.
 - e. Window trim or casing is to be a nominal five (5) inch member at all sides, head and sill.

- f. Glass for use in windows shall typically be clear, but a light tinted glass will be given consideration by the Planning Board.
 - g. Highly reflected glazing is prohibited. Insulated glass units are encouraged.
7. Shutters. Shutters are an exterior ornamental and functional architectural feature that have traditionally been used on windows, and occasionally, on doors.
- a. Shutters may be operable or fixed.
 - b. If shutters are to be used on a project, they must be dimensioned to the proper size so that they would completely cover the window both in width and height if they were closed.
 - c. The style of the shutters must be louvered, flat vertical boards or paneled boards, with final determination being based on compatibility with the overall building design.
 - d. Shutter to be fabricated of wood or vinyl.
 - e. Shutter are to be appropriate for building style and type. Refer to Aragon Design Code, Architectural Styles.
8. Chimneys. Chimneys constructed of brick masonry, exposed or cement plastered, are architecturally compatible.
- a. The chimney or chimneys are to be constructed of masonry with the exposed surface to be brick or sand textured plaster. Rough texture stucco is prohibited.
 - b. The finished exposed surface of chimneys are to be left natural without any paint finish, unless the chimney is plastered or stuccoed.
 - c. Flashing shall consist of galvanized steel, copper sheet metal or painted aluminum.
 - d. The extent of simplicity or ornamentation shall be commensurate with the overall style and size of the building on which the chimney is constructed.
9. Trim and miscellaneous ornament.
- a. Trim and ornament, where used, is to be fabricated of wood, stucco or stone.

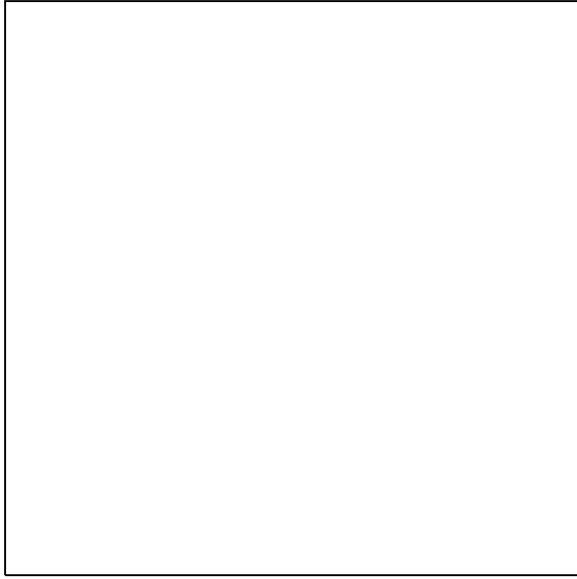
- b. Trim and ornament will be painted to match, or be coordinated with, door and window casings, porch railings, porch columns, and basic projecting elements of the building.
10. Miscellaneous mechanical equipment.
- a. Air conditioning condensing units shall not be mounted on any roof where they are visible from any street.
 - b. Air conditioning condensing units that are mounted on the ground shall be in either side yards or rear yards.
 - c. Visual screening consisting of ornamental fencing or landscaping shall be installed around all air conditioning condensing units to conceal them from view from any adjacent street or property owner.
 - d. Exhaust fans or other building penetrations as may be required by other authorities shall be allowed to penetrate the wall or the roof but only in locations where they can be concealed from view from any street. No penetrations shall be allowed on the front of the building. They may be allowed on side walls if they are properly screened. It is desirable that any penetrations occur on rear walls or the rear side of roofs.
11. Accessibility ramps and outdoor stairs.
- a. Whenever possible, accessibility ramps and outdoor stairways shall be located to the side or the rear of the property.
 - b. The design of accessibility ramps and outdoor stairs shall be consistent with the architectural style of the building.
 - c. Building elements, materials and construction methods shall be consistent with the existing structure.
12. Outbuildings.
- a. Outbuildings shall be detailed in a manner similar to the house. Detached garages are strongly encouraged.
 - b. Accessory dwelling units are permitted and encouraged, and shall be detailed in a manner similar to the house.

- (k) Additional regulations. In addition to the regulations established above in section 12-2-10(B)(5)(a) through (j), any permitted use within the GRD-1 zoning district where alcoholic beverages are ordinarily sold is subject to the requirements of Chapter 7-4, Alcoholic Beverages, of this Code.
- (6) *Procedures for review of renovation, alterations, and additions to structures within the GRD-1 district.* The regulations and standards established in subsections 12-2-12(b)(1) through (5) above, shall apply to all plans for the renovation, alteration and addition to structures within the GRD-1 district.
- a. Abbreviated review. Sign requests, paint colors, fencing, and emergency repairs which are consistent with the regulations and standards set forth in subsection 12-2-12(B) may be approved by letter to the building official from the board secretary and the chairman of the ~~Planning Board~~ Planning Board. If agreement cannot be reached as it pertains to such request for abbreviated review by the board secretary and chairman, then the matter will be referred to the entire board for a decision.

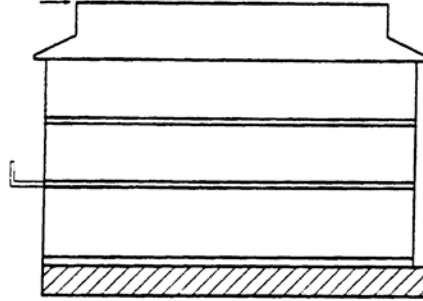




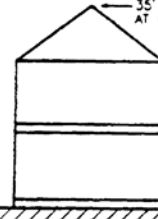
ARAGON MAXIMUM HEIGHTS



MAX HEIGHT 55' & 3 1/2 STORIES

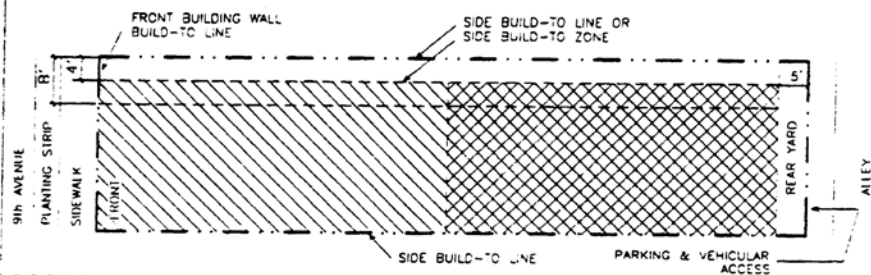


MAX HEIGHT 35' & 2 1/2 STORIES AT OUTBUILDINGS



THE PRINCIPAL BUILDING SHALL BE NO HIGHER THAN 55 FEET AND HAVE A MINIMUM OF TWO STORIES. MINIMUM HEIGHT FOR PRINCIPAL BUILDING IS 26 FEET. OUTBUILDINGS SHALL BE NO HIGHER THAN 35 FEET.

HEIGHT

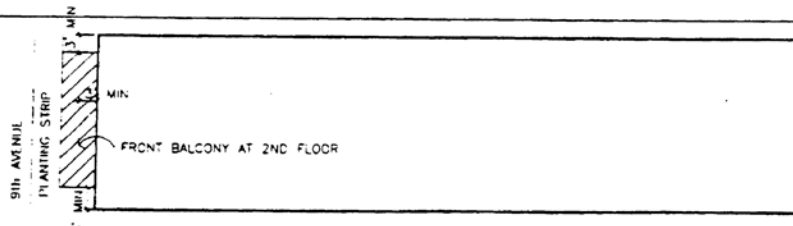


THE FRONT BUILDING WALL SHALL BE LOCATED AT THE FRONT PROPERTY LINE. SIDE BUILD-TO LINE ON ONE SIDE IS THE PROPERTY LINE. OTHER SIDE MUST BUILD TO EITHER THE PROPERTY LINE OR BUILD TO BETWEEN 4 AND 8 FEET FROM THE PROPERTY LINE. OWNER MAY SELECT WHICH SIDE TO USE FOR BUILD-TO LINE. THE REAR SETBACK IS 5 FEET; CANTILEVERED BALCONIES CAN ENCRoACH INTO REAR SETBACK. OUTBUILDINGS, PARKING, AND VEHICULAR ACCESS ARE LOCATED AT THE REAR 50% OF THE SITE (ALLEY). TOTAL LOT COVERAGE OF IMPERVIOUS AREA SHALL NOT EXCEED 80% OF THE LOT.

SITING

PRINCIPAL BUILDING ZONE

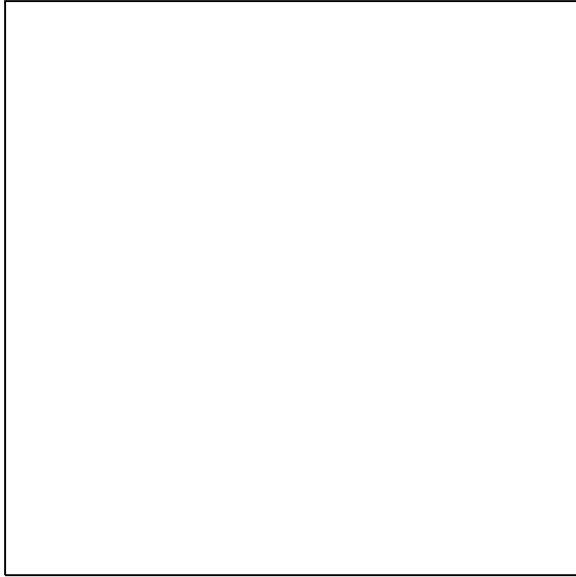
OUTBUILDING ZONE

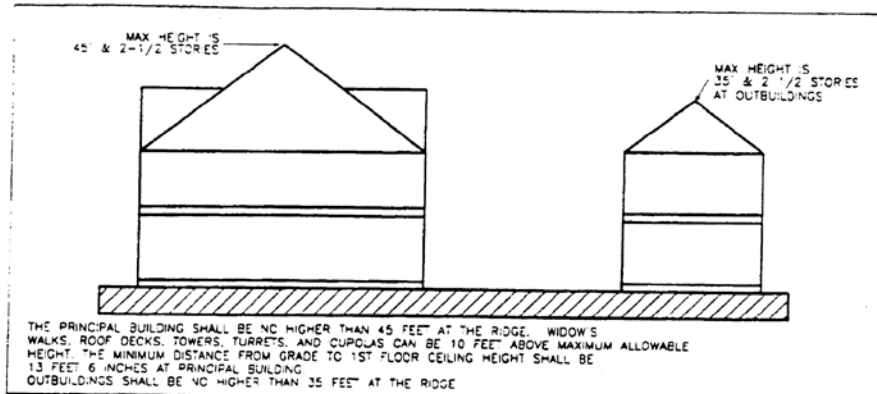


BALCONIES ARE REQUIRED ALONG THE FRONT OF THE BUILDING AND SHALL BE CONSTRUCTED WITH THE FOLLOWING DIMENSIONS: BALCONIES CONSTRUCTED WITH A CANTILEVERED DESIGN (NO VERTICAL SUPPORTS TO THE GROUND) SHALL BE A MINIMUM OF 3 FEET DEEP AND SHALL NOT EXTEND BEYOND THE OUTSIDE EDGE OF THE PUBLIC SIDEWALK. BALCONIES CONSTRUCTED WITH VERTICAL SUPPORTS TO THE GROUND SHALL NOT EXTEND BEYOND THE OUTSIDE EDGE OF THE PUBLIC SIDEWALK AND THE VERTICAL SUPPORTS SHALL BE PLACED ON THE OUTSIDE EDGE OF THE PUBLIC SIDEWALK. FRONT BALCONIES SHALL NOT BE LOCATED CLOSER THAN 3 FEET FROM THE SIDE PROPERTY LINE EXCEPT AT SIDE STREET PROPERTY LINES AT CORNER LOTS. NOTE: TWO LOTS CAN BE CONSOLIDATED FOR THE PURPOSE OF CONSTRUCTING A SINGLE BUILDING. THE MINIMUM NUMBER OF UNITS MUST EQUAL THE NUMBER OF LOTS.

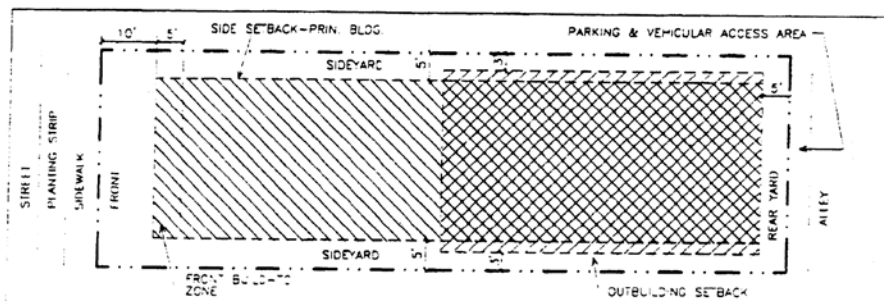
ELEMENTS

ARAGON TOWNHOUSE—TYPE I





HEIGHT

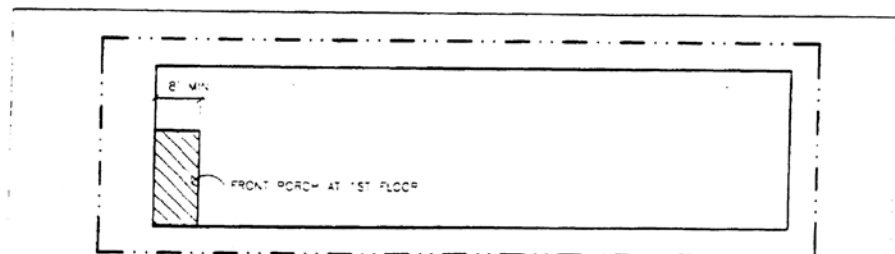


THE FRONT OF THE BUILDING SHALL BE BETWEEN 10 AND 15 FEET FROM THE PROPERTY LINE. THE BUILDING SHALL BE BUILT TO AT LEAST 50% OF THE LOT WIDTH AT THE FRONT BUILD-TO ZONE. SIDE SETBACK FOR PRINCIPAL BUILDING IS 5 FEET AND FOR OUTBUILDINGS IS 3 FEET. THE REAR SETBACK IS 5 FEET; CANTILEVERED BALCONIES CAN ENCROACH INTO THE REAR SETBACK. OUTBUILDINGS, PARKING, AND VEHICULAR ACCESS ARE LOCATED AT THE REAR 50% OF THE SITE (ALLEY). TOTAL LOT COVERAGE OF IMPERVIOUS AREA SHALL NOT EXCEED 75% OF THE LOT.

SITING

PRINCIPAL BUILDING ZONE

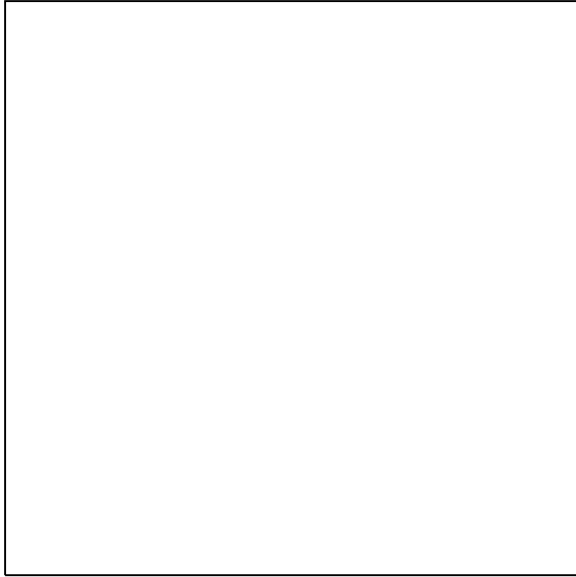
OUTBUILDING ZONE

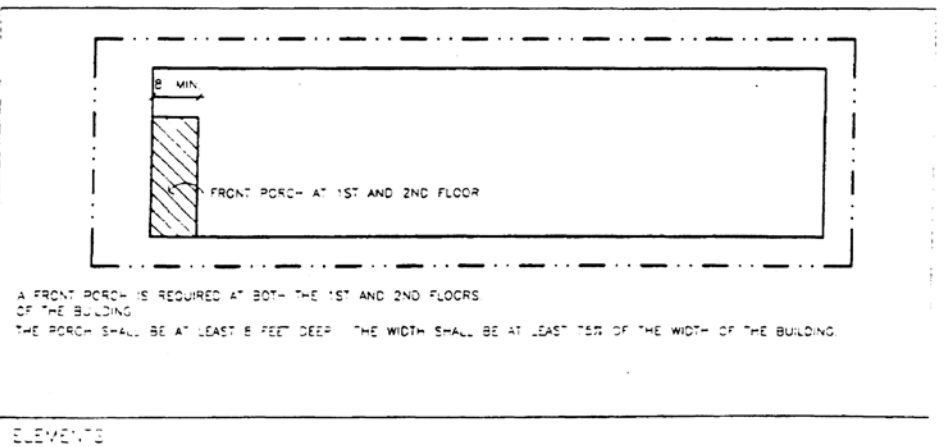
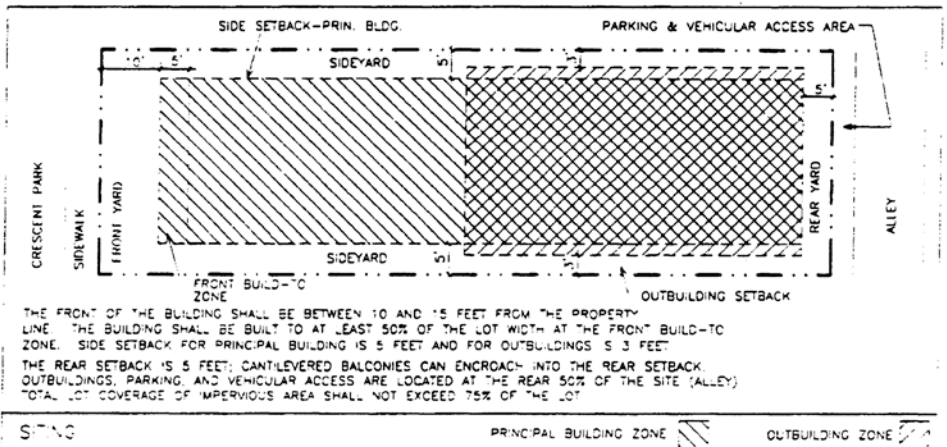
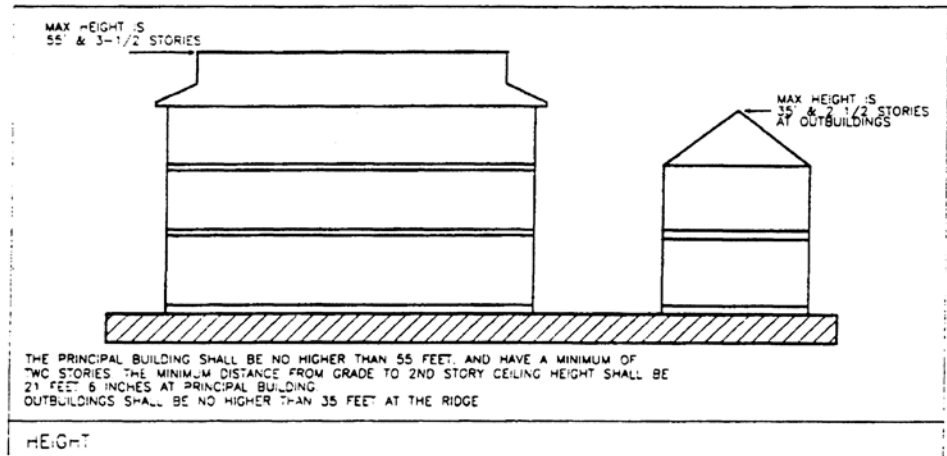


A FRONT PORCH IS REQUIRED ON THE 1ST FLOOR. THE PORCH SHALL BE AT LEAST 8 FEET DEEP. THE WIDTH SHALL BE AT LEAST 50% OF THE WIDTH OF THE BUILDING.

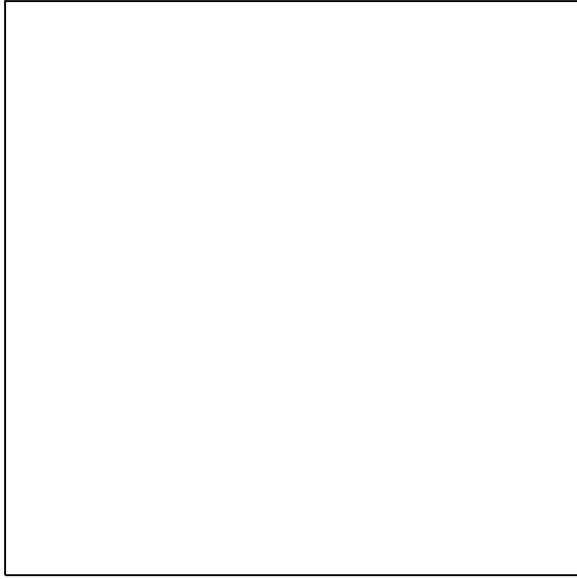
ELEVATION

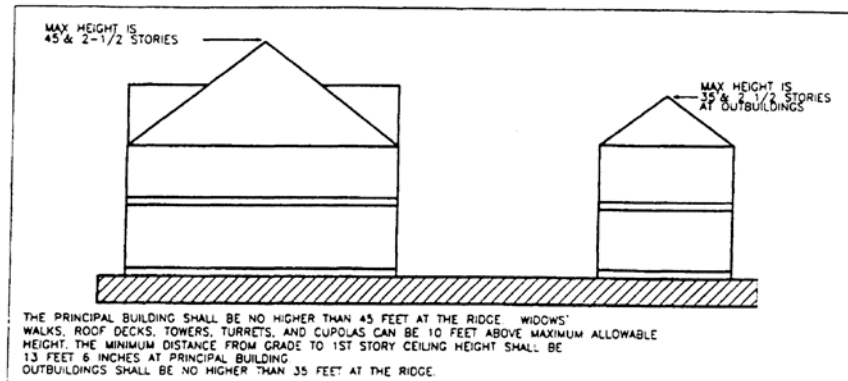
ARAGON COTTAGE—TYPE II



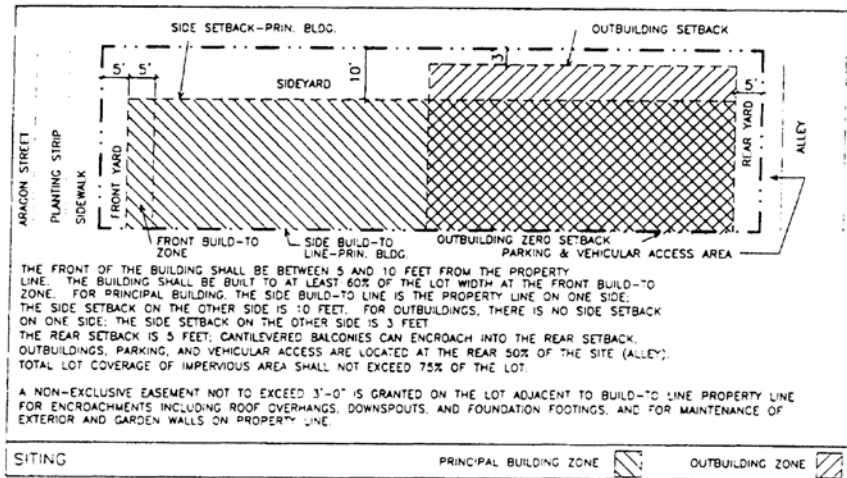


ARAGON PARK HOUSE—TYPE III





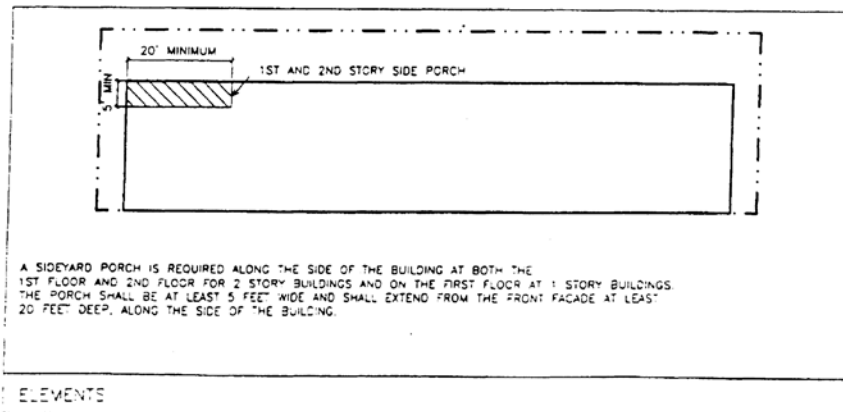
HEIGHT



SITING

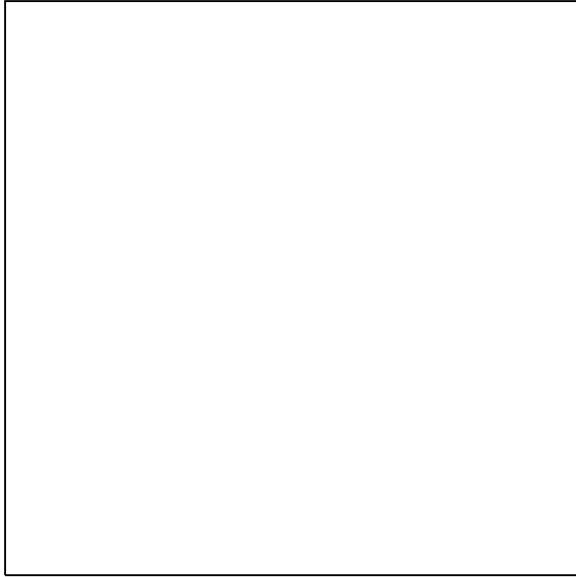
PRINCIPAL BUILDING ZONE

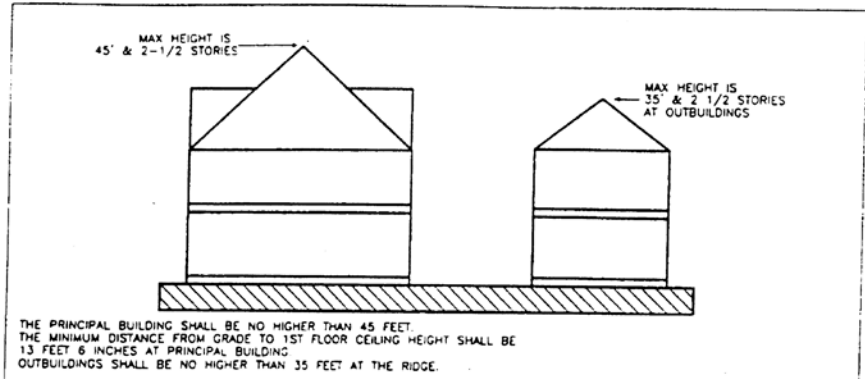
OUTBUILDING ZONE



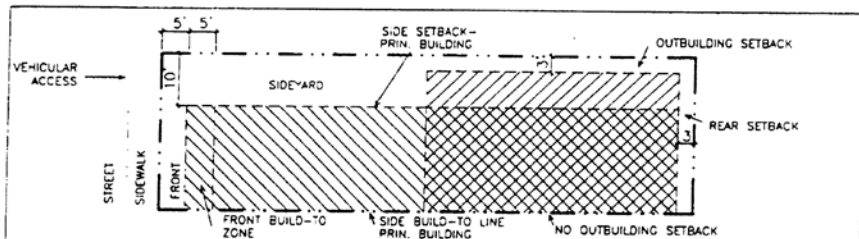
ELEMENTS

ARAGON SIDEYARD HOUSE WITH ALLEY ACCESS—TYPE IVA





HEIGHT



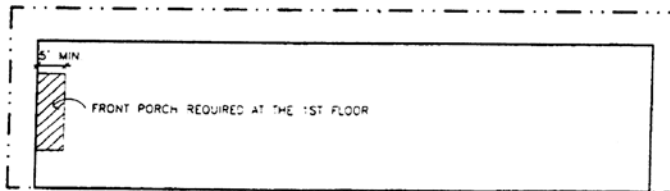
THE FRONT OF THE BUILDING SHALL BE BETWEEN 5 AND 10 FEET FROM THE PROPERTY LINE. THE BUILDING SHALL BE BUILT TO AT LEAST 50% OF THE LOT WIDTH AT THE FRONT BUILD-TO ZONE. FOR PRINCIPAL BUILDING, THE SIDE BUILD-TO LINE IS THE PROPERTY LINE ON ONE SIDE. THE SIDE SETBACK ON THE OTHER SIDE IS 10 FEET. FOR OUTBUILDINGS, THERE IS NO SIDE SETBACK ON ONE SIDE. THE SIDE SETBACK ON THE OTHER IS 3 FEET. THE REAR SETBACK IS 3 FEET. WITHIN THE REQUIRED SIDE YARD, A DRIVEWAY ACCESS SHALL BE REQUIRED, UNLESS DRIVEWAY ACCESS IS SHARED BETWEEN LOTS WITH A DEDICATED SHARED ACCESS EASEMENT. VEHICULAR ACCESS IS FROM THE STREET. PARKING IS LOCATED IN THE SIDE YARD OR REAR YARD. OUTBUILDINGS ARE LOCATED AT THE REAR 50% OF THE LOT. TOTAL LOT COVERAGE OF IMPERVIOUS AREA SHALL NOT EXCEED 75% OF THE LOT.

A NON-EXCLUSIVE EASEMENT NOT TO EXCEED 3'-0" IS GRANTED ON THE LOT ADJACENT TO BUILD-TO LINE PROPERTY LINE FOR ENCROACHMENTS INCLUDING ROOF OVERHANGS, DOWNSPOUTS, AND FOUNDATION FOOTINGS, AND FOR MAINTENANCE OF EXTERIOR AND GARDEN WALLS ON PROPERTY LINE.

SITING—INTERIOR LOTS

PRINCIPAL BUILDING ZONE

OUTBUILDING ZONE

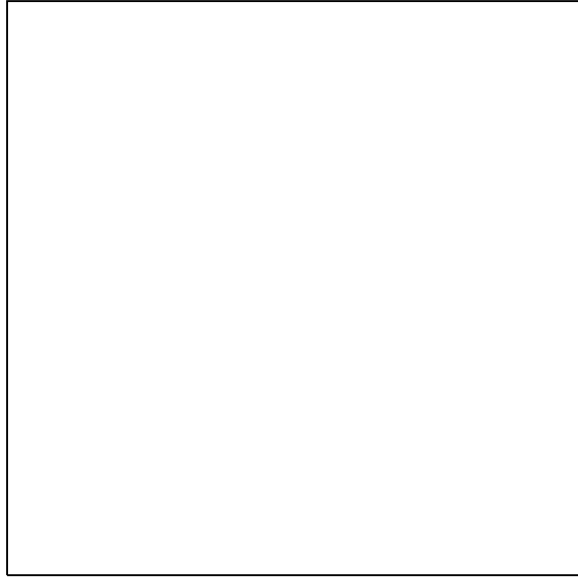


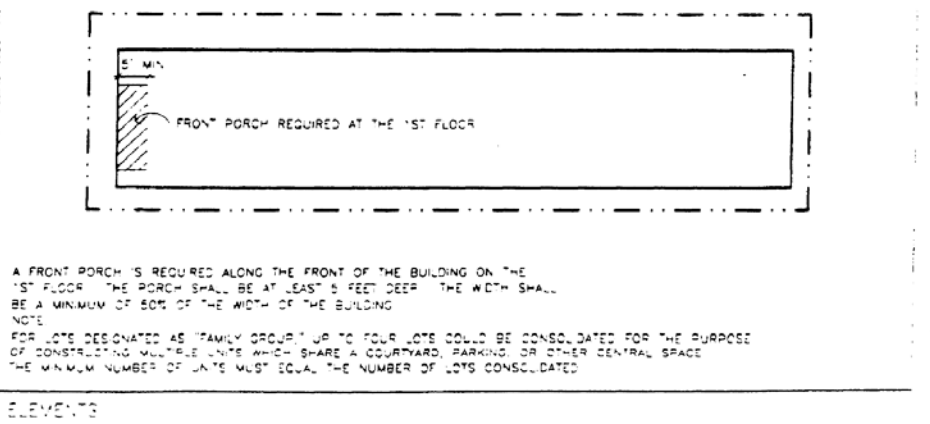
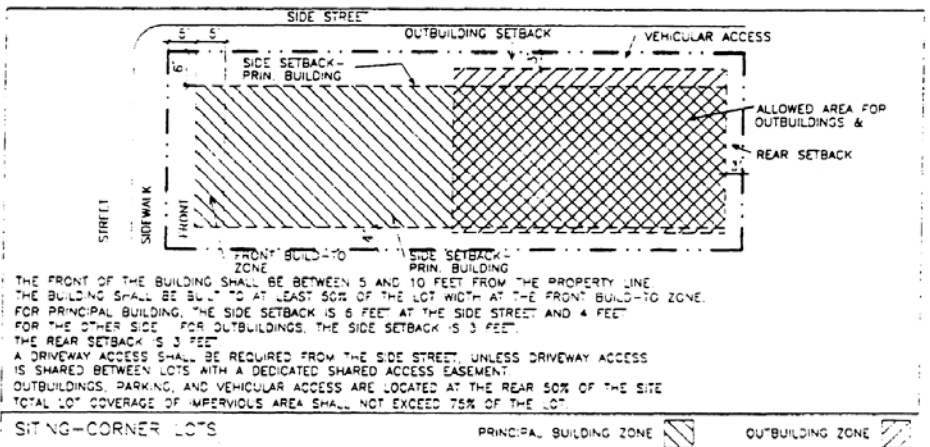
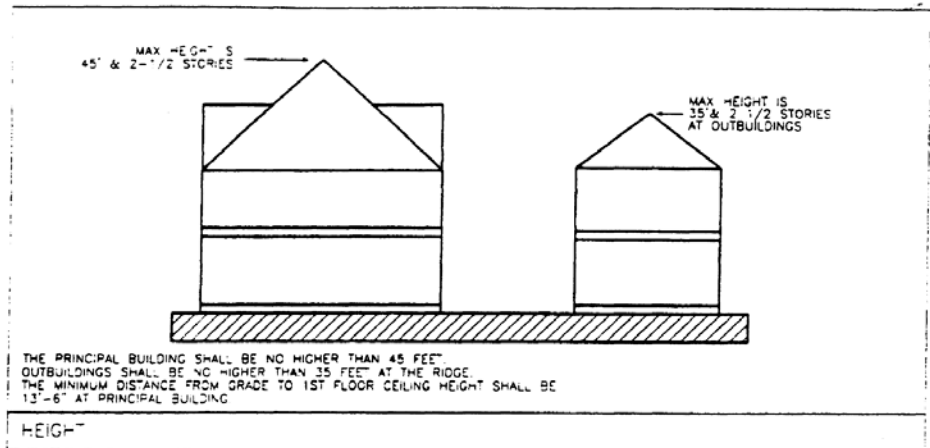
A FRONT PORCH IS REQUIRED ALONG THE FRONT OF THE BUILDING ON THE 1ST FLOOR. THE PORCH SHALL BE AT LEAST 5 FEET DEEP. THE WIDTH SHALL BE A MINIMUM OF 50% OF THE WIDTH OF THE BUILDING.

NOTE
FOR LOTS DESIGNATED AS "FAMILY GROUP," UP TO FOUR LOTS COULD BE CONSOLIDATED FOR THE PURPOSE OF CONSTRUCTING MULTIPLE UNITS WHICH SHARE A COURTYARD, PARKING, OR OTHER CENTRAL SPACE. THE MINIMUM NUMBER OF UNITS MUST EQUAL THE NUMBER OF LOTS CONSOLIDATED.

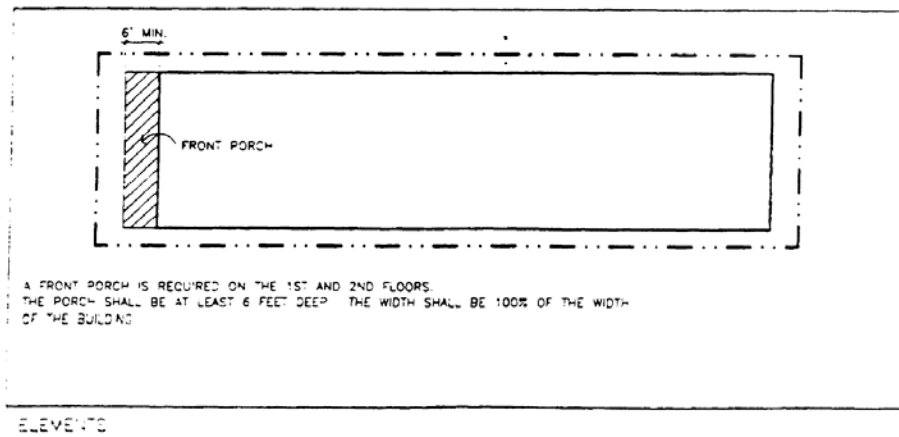
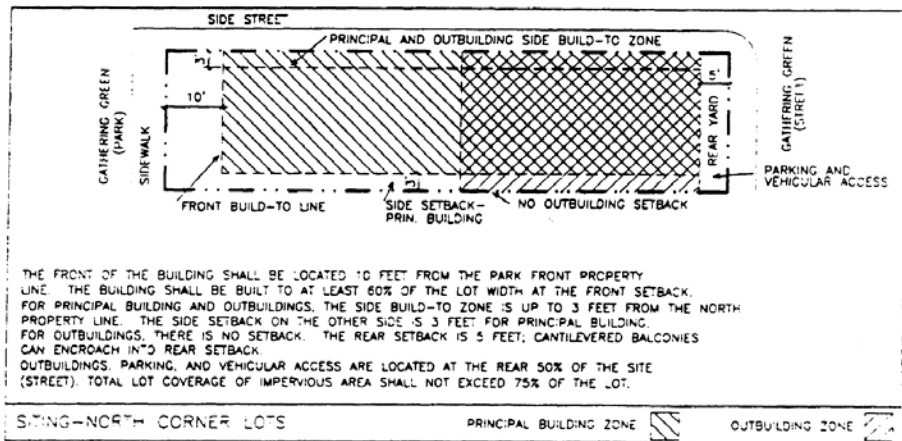
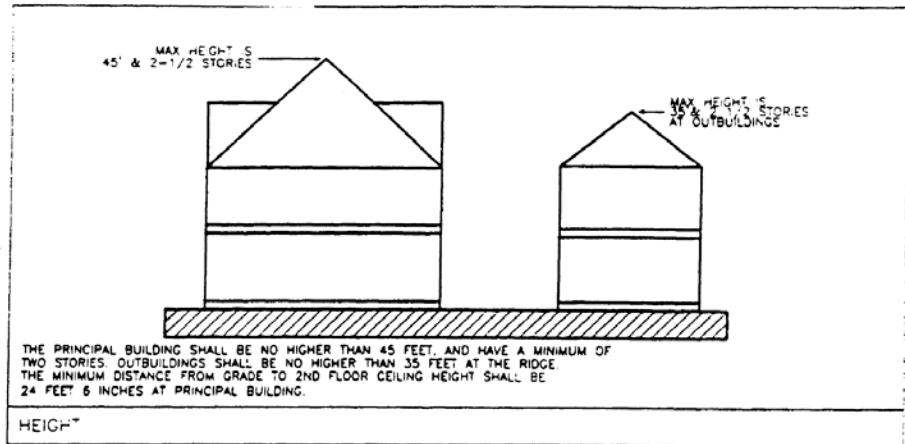
ELEMENTS

ARAGON SIDEYARD HOUSE WITH STREET ACCESS—TYPE IVB-INTERIOR LOTS

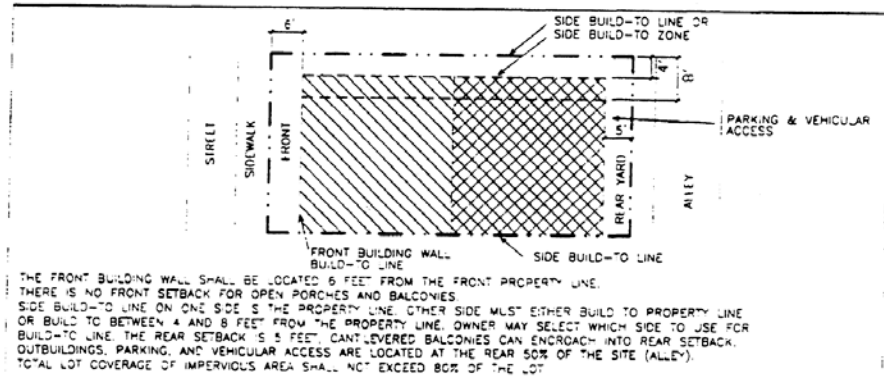
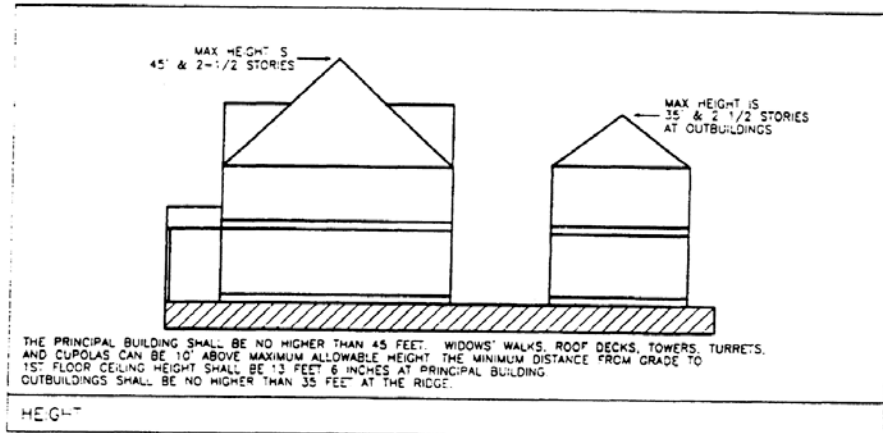




ARAGON SIDEYARD HOUSE WITH STREET ACCESS—TYPE IVB-CORNER LOTS

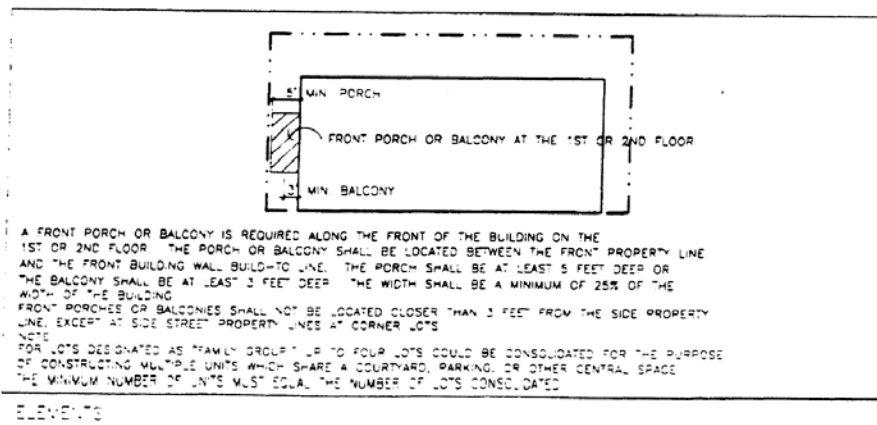


ARAGON SMALL COTTAGE—TYPE V-NORTH CORNER LOTS

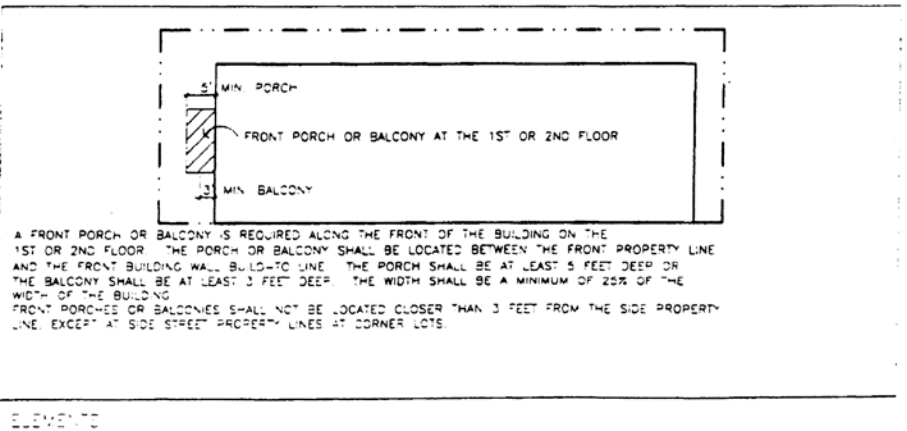
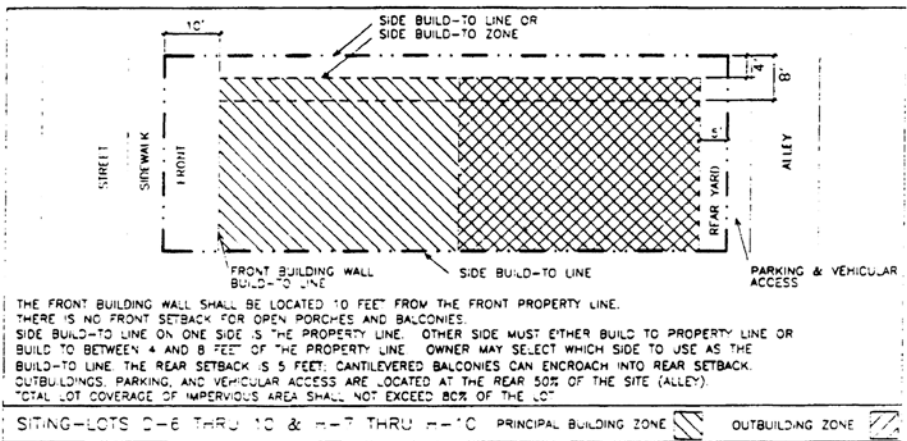
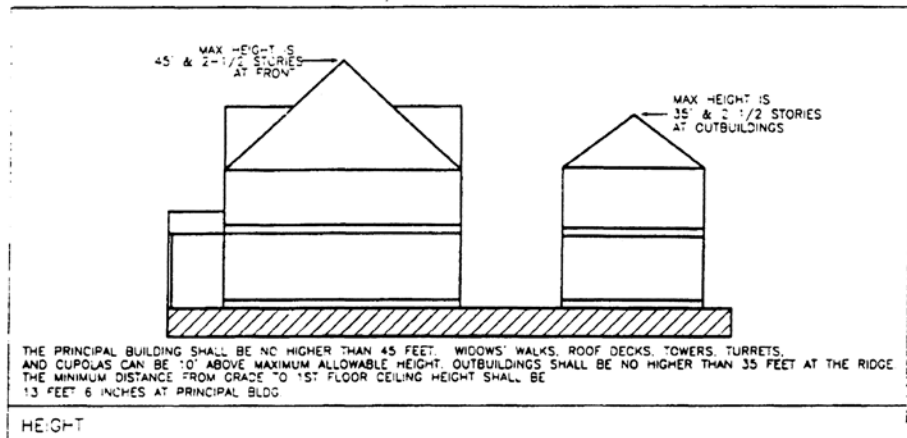


SITING—LOTS D-1 THRU D-5

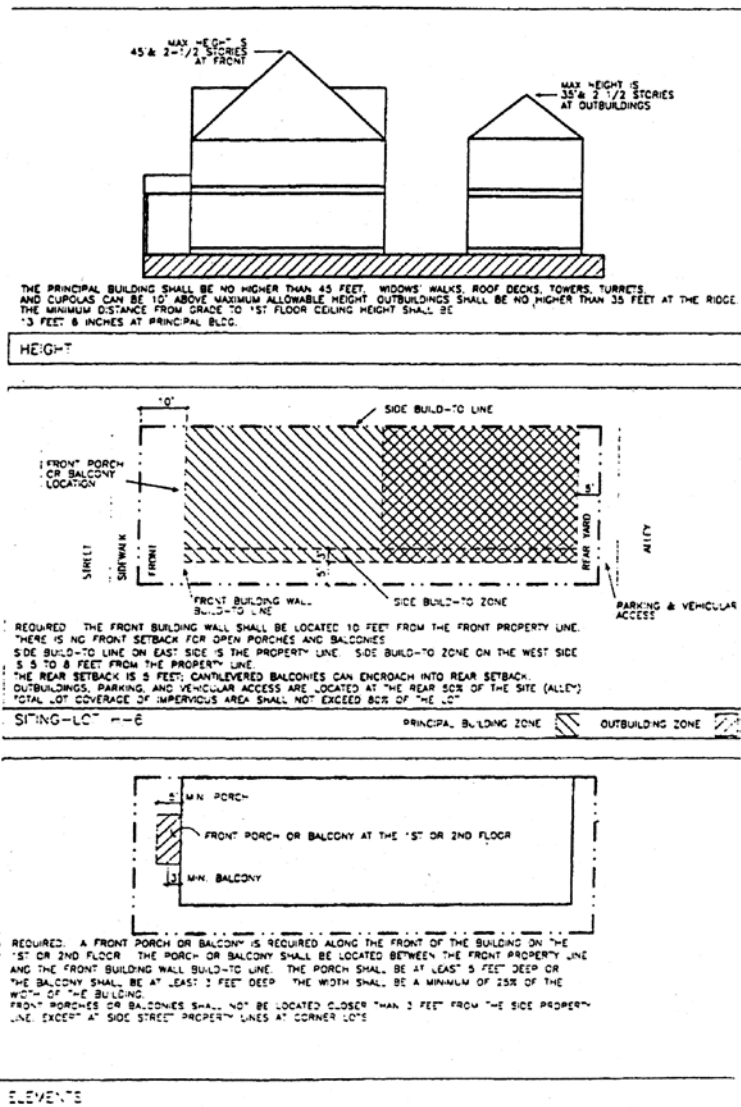
PRINCIPAL BUILDING ZONE OUTBUILDING ZONE



ARAGON ROW HOUSE—TYPE VI—LOTS D-1 THRU D-5



ARAGON ROW HOUSE—TYPE VI—LOTS D-6 THRU 10 & H-7 THRU H-10



ARAGON ROW HOUSE—TYPE VI-LOT H-6

SECTION 4. Section 12-2-45 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-2-45. - Siting of rooftop mounted antennas.

(A) *Commercial communications antennas.*

- (1) Rooftop mounted commercial communications antennas may be installed, erected or constructed in the Governmental Center

District, the Palafox Historic Business District and the Gateway Redevelopment District, subject to the review and approval of the appropriate review board based on the following standards:

- (a) Rooftop mounted commercial communications antennas shall not exceed the height of twenty (20) feet above the existing roofline of the building;
 - (b) Antenna support structures shall be set back from the outer edge of the roof a distance equal to or greater than ten (10) percent of the rooftop length and width;
 - (c) Such structures shall be the same color as the predominant color of the exterior of the top floor of the building, and/or the penthouse structure;
 - (d) Where technically possible, microwave antennas shall be constructed of open mesh design rather than solid material;
 - (e) Where possible, the design elements of the building (i.e., parapet wall, screen enclosures, other mechanical equipment) shall be used to screen the commercial communications antenna. Such rooftop mounted commercial communications antennas, which comply with the above standards and are approved by the appropriate review board, are exempt from the review and approval process set forth in subsection 12-2-45(A)(3), below.
- (2) Rooftop mounted commercial communications antennas located in commercial and industrial zones outside the special districts identified in subsection 12-2-45(A)(1), will be permitted if such structures are determined to be in compliance with the standards set forth in subsection 12-2-45(A)(1)(a) through (e) by the building inspection department. Rooftop mounted commercial communications antennas which do not comply with said standards shall be subject to the review and approval process outlined in subsection 12-2-45(A)(3), below.
- (3) City staff approval of plans. The city planning department and building inspection department shall approve the plans if they find:
- (a) That the height and mass of the antenna shall not exceed that which is essential for its intended use and public safety; and
 - (b) That the proposed antenna support structure meets the applicable co-location requirements as specified in subsection 12-2-44(D); and

- (c) That the proposed antenna support structure has been approved by the FAA, if required; and
 - (d) That there exists no other communications tower or antenna support structure that can reasonably serve the needs of the owner of the proposed rooftop mounted antenna; and
 - (e) That the proposed antenna or antenna support structure is not designed in such a manner as to result in needless height, mass and guy-wire supports, and
 - (f) That the color of the proposed antenna shall be of such light tone as to minimize its visual impact, and blend into the surrounding environment; and
 - (g) That the proposed antenna shall fully comply with all applicable building codes, safety codes, and local ordinances.
- (4) Consultant expense. Costs incurred by the city for the use of outside consultants, both legal and technical, in the review of applications and plans for the installation of antennas and support structures shall be reimbursed to the city by the applicant.
- (B) *Personal wireless antennas.*
- (1) Permitted locations. Rooftop mounted personal wireless antennas may be installed in zoning districts R-1AAAAA, R-1AAAA, R-1AAA, R-1AA, R-1A, R-ZL, R-2A, R-2, R-NC, C-1, C-2A, C-2, R-C, C-3, M-1, and M-2 and in the Pensacola Historic District, the North Hill Preservation District, the Old East Hill Preservation District, the Governmental Center District, the Palafox Historic Business District, the South Palafox Business District, the Waterfront Redevelopment District, the Gateway Redevelopment District and the Airport Land Use District, provided that they are mounted on structures over forty (40) feet in height and have been approved by any applicable review board.
 - (2) Structures. Personal wireless antennas not mounted on communications towers may be installed as an ancillary use to any commercial, industrial, office, institutional, multi-family or public utility structure, or permanent nonaccessory sign.
 - (3) Conditional use. Rooftop mounted personal wireless antennas may be permitted by conditional use approval, as provided in section 12-2-79, on structures less than forty (40) feet in height or on any lot whose primary use is as a single-family dwelling. In addition, personal wireless

antennas shall not be installed, erected or constructed on any lot within three hundred (300) feet of Bayou Texar, Escambia Bay, Pensacola Bay or the Pensacola Historic District except in accordance with a conditional use permit.

- (4) Inventory of existing sites. Each applicant for permission to install a personal wireless antenna shall provide to the city an inventory of its existing towers, antennas, or sites approved for towers or antennas, that are either within the jurisdiction of the city or within one (1) mile of the border thereof, including specific information about the location, height and design of each tower. The planning department may share such information with other applicants applying for administrative approvals or conditional use permits under this section and with other organizations seeking to locate antennas within the city, provided, however that the planning department shall not, by sharing such information, be deemed to be in any way representing or warranting that such sites are available or suitable.

- (5) Plans approved.

- (a) Review. Installation of personal wireless antennas and associated equipment cabinets must be reviewed and approved by the city planning department and building inspection department pursuant to the standards set forth in this section. Installations of personal wireless antennas and associated equipment cabinets in the Pensacola Historic District, the North Hill Preservation District, the Old East Hill Preservation District, the Governmental Center District and the Palafox Historic Business District must be approved by the Architectural Review Board in accordance with the standards applicable to the relevant district, in addition to the requirements of subsection (6) below. Installation of personal wireless antennas and accessory equipment within the Gateway Redevelopment District must be approved by the ~~Planning Board~~ Planning Board. Installations of personal wireless antennas and associated equipment cabinets in the Airport Land Use District must be approved by the city council after consultation with the Pensacola Regional Airport. Installation of personal wireless antennas on personal wireless towers shall be governed by section 12-2-44.

- (b) Contents of plans. Each applicant for a permit to install a personal wireless antenna shall submit a design plan showing how the applicant proposes to comply with the requirements of this section. Applicants shall make

appropriate use of stealth technology and shall describe their plans for doing so.

(6) Site design standards. All installations of personal wireless antennas and associated equipment cabinets shall comply with the following requirements:

- (a) No personal wireless antennas or associated equipment cabinets shall be installed on any lot whose primary use is as a single-family dwelling.
- (b) No personal wireless antenna shall be installed on any structure that is less than forty (40) feet in height.
- (c) No personal wireless antenna shall be mounted so as to extend more than twenty (20) feet above the highest point of the structure on which it is mounted.
- (d) Equipment cabinets shall be completely screened from view by compatible solid wall or fence, except when a ground-mounted cabinet, or combination of all ground-mounted cabinets on a site, is smaller than one hundred eighty (180) cubic feet. Equipment cabinets smaller than one hundred eighty (180) cubic feet may not be required to be screened from view if the cabinets have been designed with a structure, material, colors or detailing that are compatible with the character of the area.
- (e) All equipment cabinets with air conditioning units shall be enclosed by walls, if located within three hundred (300) feet of existing single-family detached homes.
- (f) Any exterior lighting within a wall shall be mounted on poles or on the building wall below the height of the screening fence or wall.
- (g) Rooftop-mounted equipment cabinets shall be screened from off-site views to the extent possible by solid screen walls or the building parapet.
- (h) Building-mounted personal wireless antennas shall be mounted a minimum of two (2) feet below the top of the parapet, shall be extended no more than twelve (12) inches from the face of the building, and shall be either covered or painted to match the color and texture of the building, as approved by the planning department. Where a building has a penthouse, a rooftop structure containing or screening existing equipment, or other structure set back from the outer perimeter of the building, building-mounted antennas shall be mounted on such structure rather than the outer parapet, if feasible.

- (i) Building-mounted equipment, which is part of a new structural addition on top of a roof, shall not exceed heights allowed by this chapter and shall be either covered or painted to match the color and texture of the building, as approved by the planning department.
 - (j) The support structure for antenna arrays shall be minimized as much as possible, while maintaining structural integrity.
 - (k) All installations of personal wireless facilities shall comply with all applicable building codes and all applicable FCC and FAA regulations.
- (7) Stealth technology. In addition to the site design standards required by subsection 12-2-45(B)(6), the planning department and any applicable review board may impose additional requirements for stealth technology, depending on the nature and location of the planned installation and the character of the surrounding area.
- (8) Removal of unused antennas. If a personal wireless antenna is no longer being used for its original intended purpose, the owner of the antenna shall notify the city in writing within thirty (30) days after the use of the antenna ceases. An antenna shall be considered abandoned if it has not been used for its original intended purpose for more than one hundred eighty (180) days. The city may require the owner of any abandoned antenna to remove the antenna and any associated equipment cabinets at the owner's expense within thirty (30) days after written notice from the city. The owner shall restore the site to a condition as good as or better than its condition prior to installation of the antenna and the equipment cabinet. If the owner of an abandoned antenna fails to remove the antenna and any associated equipment within thirty (30) days, the city may remove the antenna and the equipment and place a lien on the property for the amount required to reimburse the costs of removal.
- (9) Siting on city property. Personal wireless antennas to be located on city property shall be exempt from the provisions of this section, provided that the owner of the antenna enters into a lease with the city providing for the payment of compensation and compliance with such conditions, including, without limitation, requirements for co-location and stealth technology, that the city deems reasonable in light of the character of the site and the surrounding area.

(Ord. No. 33-95, § 6, 8-10-95; Ord. No. 12-98, § 1, 3-26-98;
Ord. No. 27-98, § 3, 7-23-98; Ord. No. 09-02, § 1, 3-14-02)

SECTION 5. Section 12-2-81 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-2-81. - Development plan requirements.

- (A) *Development requiring development plans.* All development described herein shall submit development plans which comply with requirements established in paragraphs (C) and (D) of this section. These development plans must comply with design standards and are encouraged to follow design guidelines as established in section 12-2-82.
- (1) *Non-residential parking in R-1AAA, R-1AA, R-1A, R-ZL, R-2A, R-2, PR-1AAA, and PR-2 zoning districts.* A development plan shall be submitted and the following process shall be used for the foregoing uses:
- (a) A pre-application conference will be held at which time a decision will be made as to which elements of the final development plan are applicable to the review of a specific use.
 - (b) Applicant files an application with the Department of Planning and Neighborhood Development and submits eleven (11) copies of the final plan.
 - (c) Within five (5) working days of filed application, Department of Planning and Neighborhood Development prepares and furnishes to applicant mailing labels for all property owners within three hundred (300) feet of development. Applicant must mail a letter describing the development and, if necessary, a map or other graphic information to all property owners within three hundred (300) feet of the development, at least fifteen (15) days prior to the Planning Board public hearing.
 - (d) Submit final development plan thirty (30) days prior to the Planning Board public hearing.
 - (e) Planning Board conducts a public hearing and makes the final decision about the plan.
 - (f) Any person aggrieved by a decision of the Planning Board may, within fifteen (15) days thereafter apply to the city council for review of the board's decision.

- (2) New development within the: conservation, airport (except single-family in an approved subdivision), waterfront redevelopment, business, interstate corridor and the governmental center (except for single-family or duplex residential) districts; multi-family developments over thirty-five (35) feet in height within the R-2A district; buildings over forty-five (45) feet in height in the R-2, R-NC and C-1 districts. A development plan shall be submitted and the following process shall be used for the review of these developments:
- (a) A pre-application conference is held, at which time a decision will be made as to whether a separate preliminary and final development plan shall be submitted, or if a combined preliminary and final plan shall be submitted.
 - (b) Applicant submits eleven (11) copies of the preliminary plan or combined preliminary/final development plan to the Department of Planning and Neighborhood Development thirty (30) working days prior to the Planning Board meeting.
 - (c) Planning Board meeting is held. ~~If the project is located in the gateway redevelopment district, the Planning Board forwards the plan to the Planning Board Planning Board. Otherwise, the plan is forwarded to the appropriate city council committee.~~
 - (d) ~~The appropriate city council committee meets and The~~ Planning Board will send a recommendation for the plan ~~is forwarded to city council.~~
 - (e) City council holds a public meeting. If a combined preliminary/final development plan was submitted, the final decision will be made at this meeting.
 - (f) Applicant submits final plan to the Planning Board.
 - (g) A Planning Board meeting is held with a recommendation being forwarded to the City Council. ~~and the final plan is forwarded to the appropriate city council committee.~~
 - (h) ~~The appropriate city council committee meets and a recommendation for the final plan is forwarded to city council.~~
 - (i) City council holds a public meeting and makes the final decision about the plan.
- (3) Conditional uses, special planned developments, major revisions to SSD's and exceptions to the four thousand (4,000) square foot maximum area for a commercial use in an R-NC district shall require a development plan and the

following process shall be used for the review of these developments:

Preliminary plan or combined preliminary/final plan:

- (a) A pre-application conference is held, at which time a decision will be made as to whether a separate preliminary and final development plan shall be submitted, or if a combined preliminary and final development plan shall be submitted.
- (b) Applicant submits eleven (11) copies of the preliminary plan or combined preliminary/final development plan to the Department of Planning and Neighborhood Development thirty (30) days prior to the Planning Board meeting.
- (c) The community development department shall notify property owners within a five hundred-foot radius, as identified by the current Escambia County tax roll, of the property proposed for development with a public notice (post card prepared by Department of Planning and Neighborhood Development), at least five (5) days prior to the board meeting. The public notice shall state the date, time and place of the board meeting. Notice shall be at the expense of the applicant.
- (d) Planning Board meeting is held. ~~If the project is located in the gateway redevelopment district, the Planning Board forwards the plan to the Planning Board Planning Board. Otherwise,~~ The preliminary or combined preliminary/final plan is forwarded to city council for review and action.
- (e) The city clerk shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting.
- (f) The community development department shall mail a letter describing the development and, if necessary, a map or other graphic information to all property owners within five hundred (500) feet of the development, at least thirty (30) days prior to the city council public hearing.
- (g) A public notice shall be published in a local newspaper of general distribution stating the time, place and purpose of the hearing at least ten (10) days prior to the public hearing.
- (h) City council holds a public hearing. If a combined preliminary/final development plan was submitted, the final decision will be made at this meeting.

Final plan:

- (i) Applicant submits eleven (11) copies of the final plan to the Department of Planning and Neighborhood Development thirty (30) days prior to the Planning Board meeting.
- (j) Public notification of the Planning Board meeting shall be the same as for the preliminary plan.
- (k) A Planning Board meeting is held and the final plan is forwarded to city council for review and action.
- (l) The city clerk shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting.
- (m) Public notification of the city council public hearing shall be the same as for the preliminary plan.
- (n) City council conducts a public hearing and makes the final decision.

(B) *General conditions, procedures and standards.*

- (1) *Preapplication conference.* Prior to submitting a formal application for approval of a proposed new development plan or plan for an addition to an existing development, the owners(s) shall request a preapplication conference with the staff of the Department of Planning and Neighborhood Development, engineering department, the Inspection Services Department, the department of leisure services, the traffic engineer, the fire department, the architectural review board, the Escambia County Utilities Authority, and/or other appropriate staff to review:
 - (a) The relationship between the proposed development plan and the surrounding land usage and the Comprehensive Plan of the city.
 - (b) The adequacy of the existing and proposed vehicular and pedestrian right-of-way, utilities and other public facilities and services, which will serve the proposed development.
 - (c) The character, design and applicability of the following factors:
 - 1. Traffic control;
 - 2. Noise reduction;
 - 3. Sign and light control;
 - 4. Preservation of open space and visual corridors;

5. Police and fire protection;
6. Storm drainage;
7. Landscaping;
8. Fencing and screening; and
9. Other matters specifically relevant to the proposed development site necessary to foster desirable living and working conditions and compatibility with the existing environment.

At the time of the preapplication conference, the developer shall provide a sketch plan indicating the location of the proposed development and its relationship to surrounding properties. The advisory meeting should provide insight to both the developer and the city staff regarding potential development problems which might otherwise result in costly plan revisions or unnecessary delay in development. At this time a decision will be made as to whether the review process will require a separate preliminary and final plan or if they can be combined.

- (2) *Preliminary development plan.* Subsequent to the preapplication conference, the owner shall submit a formal application for development plan approval along with nine (9) copies of a preliminary plan of development to the community development department at least thirty (30) days prior to the meeting at which it is to be considered by the Planning Board. This preliminary development plan must cover the entire property under consideration. The community development department shall deliver copies of the preliminary development plan to appropriate city departments and utility companies. Prior to the Planning Board meeting scheduled to consider the preliminary development plan, said departments shall submit written recommendations of approval or disapproval, or suggested revisions as may be deemed appropriate, and reasons therefore, to the community development department.

The city staff shall review the preliminary plan of development with respect to its design and compatibility with surrounding uses, major thoroughfare plan, comprehensive land use plan and existing and future community services. Efforts to resolve differences between the developer's proposal and staff positions shall be made prior to submittal of the plan to the Planning Board.

If the Planning Board approves the preliminary plan of development, a favorable recommendation shall be forwarded

to the city council. The city council shall then hold a public meeting for the purpose of determining whether the preliminary plan should be approved. If the Planning Board does not approve the preliminary plan of development, it shall give the owner a reasonable period of time to make appropriate amendments to the plan. The owner shall have the right to appeal an adverse decision of the Planning Board to the city council within thirty (30) days of the decision of the Planning Board.

- (3) *Development of regional impact.* If, at the time of submission of a preliminary plan, the Planning Board or planning staff determines that a proposed project could constitute a development of regional impact (DRI) pursuant to F.S. § 380.06, the developer will be notified that compliance with the DRI procedure will be necessary prior to final local approval of the development. At that time, the developer will contact the West Florida Regional Planning Council to apply for a binding letter of interpretation to determine the DRI status of the proposal or to initiate the DRI review process. This process shall not prohibit the concurrent review of the development plan while the determination for DRI is being made. Provided, however no final plan approval shall be granted until a determination has been made whether or not the development has to undergo DRI review.

After the Planning Board has reviewed the proposal which has been determined to be a DRI and makes a recommendation for approval of the preliminary plan, the developer or his authorized representative will be required to complete an application for DRI approval. Copies of the completed application will be filed with city, the West Florida Regional Planning Council, and the Bureau of Resource Planning and Management, Florida Department of Community Affairs.

Within thirty (30) days of receipt of the application, the West Florida Regional Planning Council will determine the sufficiency of the information presented in the application. If the application is considered insufficient to complete a review, the developer will be requested to furnish the additional information requested by the planning council. When the application is considered sufficient, the regional planning council will give notice to the city to schedule a public hearing. Public notice of the hearing will then be published at least sixty (60) days in advance of the public hearing. Development may

begin forty-five (45) days after the issuance of the development order by the city council.

- (4) *Public notification.* If public notification is required the city clerk will set a date for a public hearing to be conducted during a regularly scheduled city council meeting.
- (5) *Final development plan.* If the city council approves the preliminary plan of development, the owner shall submit a final development plan in accordance with the procedure set forth below within six (6) months of the date of approval of the preliminary plan of development. For good cause shown, the mayor may, in his discretion, extend the time within which to file the final development plan for successive periods, the total of which shall not be more than an additional six (6) months, in which event he shall give notice of the extension to the city council. The final development plan shall be in basic conformity with the preliminary plan of development and comply with the other provisions of this chapter pertaining to the final development plan. If the applicant submits a final development plan which conforms to all the conditions and provisions of this chapter, then the city council shall immediately conclude its consideration.

The owner shall submit to the department of community development department an original and nine (9) copies of the final development plan at least thirty (30) days prior to the meeting at which it is to be considered by the Planning Board. The community development department shall distribute copies thereof to appropriate city departments. The community development department shall attempt to resolve any differences between another city department and the developer prior to submittal of the final development plan to the Planning Board. If such differences are not resolved within thirty (30) days of submission by the owner of a final development plan, the plan shall be submitted to the Planning Board at its next meeting whether or not such differences are resolved. If the Planning Board approves the final development plan a favorable recommendation shall be forwarded to the architectural review board (ARB), if required, as outlined in subsection (4) of this section. Upon the review and approval of the ARB, the city council shall then hold a meeting for the purpose of determining whether the final plan should be approved. If the Planning Board does not approve the final plan of development, it shall give the owner written reasons for such action giving the owner a reasonable period of time to make appropriate amendments

to these plan. The owner shall have the right to appeal an adverse decision of the Planning Board to the city council within thirty (30) days of the decision of the Planning Board.

If the city council approves the plan of development, the original shall be filed with the city clerk, one (1) copy shall be filed with the community development department and one (1) copy shall be filed with the city building official and such other places as required by law.

Any plan approved and filed hereunder shall be binding upon the owner(s), his/her successors and assigns, and the subject property, and shall limit and control the issuance and validity of all building permits and shall restrict and limit the construction, location, use and operation of all land and structures included within the plan to all conditions and limitations set forth in the plan.

Application for a building permit shall be initiated within six (6) months from the date of approval of the final development plan. If such application has not been filed within such period, the applicant shall be required to resubmit the development plan in accordance with this subsection, prior to obtaining a building permit.

Minor changes to the final development plan may be approved by the city engineer, planning director, and building official when, in their opinion, the changes do not violate the provisions of this title, do not make major changes in the arrangement of the buildings or other major features of the final development plan, and do not substantially conflict with action taken by the city council. Major changes such as, but not limited to, changes in land use or an increase or decrease in the area covered by the final development plan may be made only by following the procedures outlined in filing a new preliminary development plan. The city council shall approve such modification only if the revised plan meets the requirements of this title.

A building permit may be revoked in any case where the conditions of the final development plan have not been or are not being complied with, in which case the building official shall follow permit revocation procedure.

- (6) *Review of preliminary plan by ~~Planning Board~~ Planning Board.* All final development plans within the Gateway Redevelopment District shall be subject to review and

approval by the ~~Planning Board~~ Planning Board as established in Chapter 12-13.

- (7) *Concurrent submission of preliminary and final development plans.* For review of specific uses and upon approval of the city planner and the mayor for applicable new development and conditional uses, development plans may be reviewed and approved through an abbreviated procedure which provides for the submittal of both preliminary and final plan concurrently. All plan requirements set forth in this section shall be complied with when exercising this abbreviated procedure. When this concurrent submission option is exercised, the ~~Planning Board~~ Planning Board review of development plans will take place prior to city council review/approval.

(C) *Contents of the preliminary development plan.*

- (1) *General information.* The following information shall be provided in graphic or written form as necessary to satisfy the requirements:

(a) Legend, including:

1. Name of the development;
2. Total area of the property in square feet and acres;
3. Scale (at a minimum of 1" = 100');
4. North arrow;
5. Existing zoning on the property, including any overlay districts, and;
6. Date of preparation.

- (b) Vicinity map, at a scale not less than 1" = 2,000', showing the relationship of the proposed development to surrounding streets and public facilities within a one-mile radius.

(2) *Existing conditions, including:*

- (a) Existing streets, both on and within three hundred (300) feet of the proposed development;
- (b) Zoning districts, major shopping areas, residential areas, public buildings, rights-of-way, public utilities and other major facilities surrounding the proposed development for a radius of three hundred (300) feet;
- (c) Existing lot lines and major easements on the property indicating the purpose of each easement;

- (d) Existing land uses and location of buildings and structures on the property;
 - (e) One hundred-year flood elevation and limits of the one hundred-year floodplain;
 - (f) The approximate normal high water elevations or boundaries of existing surface waterbodies, wetlands, streams and canals; and
 - (g) Generalized tree cover and existing vegetation cover limits.
- (3) *Proposed development.* Preliminary layout showing as applicable:
- (a) Location of proposed lots, land uses and building sites, including, among other things, total area in square feet and acres, number of dwelling units, dwelling unit density by land use, floor area minimum standards, lot size, height of structures, yard and spacing requirements and amount and location of recreation and common open space areas;
 - (b) General location of all existing and proposed off-street parking and loading areas and roadways, by type, including width of right-of-way and paved streets;
 - (c) If applicable, a statement proposing how the developer plans to limit adverse effects on threatened or endangered native flora or fauna;
 - (d) Location of all rights-of-way, easements, utilities and drainage facilities that are proposed for the development and;
 - (e) A general statement of the proposed development schedule.
- (D) *Contents of final development plan.* The final development plan may be on several sheets. However, in that event, an index shall be provided. For a large project, the final development plan may be submitted for approval progressively in contiguous sections satisfactory to the Planning Board.
- (1) *General information.* The same information as required in paragraph (B)(1) shall be provided in graphic or written form as necessary to satisfy the requirements.
 - (2) *Existing conditions.* The same information as required in paragraph (B)(2) shall be provided with the addition of the following detailed information:

- (a) Existing streets, both on and within three hundred (300) feet of the proposed development, shall be described including:
 - 1. Street names;
 - 2. Right-of-way width of each street;
 - 3. Driveway approaches and curb cut locations, and;
 - 4. Medians and median cuts locations.
 - (b) Conceptual drainage report showing direction of flow and proposed methods of stormwater retention.
 - (c) The location of any geodetic information system monuments.
- (3) *Proposed development.* The same information as required in paragraph (B)(3) shall be provided with the addition of the following detailed information:
- (a) A detailed statement of agreement, provisions, and covenants which govern the ownership, development, use maintenance, and protection of the development, in any common or open areas;
 - (b) Location of existing and proposed land uses and exact locations of all existing and proposed improvements including:
 - 1. Buildings and structures;
 - 2. Curb cuts;
 - 3. Driveways and interior drives;
 - 4. Off-street parking and loading;
 - 5. Storage facilities;
 - 6. Proposed roadways, by type, including width of right-of-way and paved streets; and
 - 7. Traffic control features and signage.
 - (c) Exact location of lots and building sites, including, among other things, total acreage of the proposed project; total acreage in residential use, commercial use, common open space, recreational area, parking lots; number of dwelling units broken down by type (garden apartments, single-family, etc.) and overall dwelling unit density, floor area minimum standards, lot size, height of structures, yard and spacing requirements and amount and location of recreation and common open space areas;

- (d) The exact location and use of existing and proposed public, semipublic or community facilities including areas proposed to be dedicated or reserved for community or public use;
- (e) If applicable, drawings depicting general architectural features and appearance of representative building types, locations of entrances, and types of surfacing such as paving, gravel and grass, and signing and lighting devices;
- (f) Location of outdoor waste disposal facilities, if applicable;
- (g) Provisions for access by emergency vehicles, if applicable; and
- (h) A specific statement of the development schedule including, if applicable, a phasing plan.

SECTION 6. 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 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
 President of City Council

Attest:

 City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 27-19

City Council

9/12/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 27-19, AMENDMENT TO SECTION 10-4-19 - SCHEDULE OF GAS RATES AND CHARGES

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 27-19 on first reading.

AN ORDINANCE AMENDING SECTION 10-4-19 OF THE CODE OF THE CITY OF PENSACOLA ENTITLED: "SCHEDULE OF RATES AND CHARGES"; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

HEARING REQUIRED: No Hearing Required

SUMMARY:

In 2007, City Council adopted a rate study that allowed for an annual inflation adjustment component to provide for funding to maintain the City's natural gas system. The last Consumer Price Index (CPI) adjustment was in 2019 where rates were increased for CPI of 2.40%. The Fiscal Year 2020 Budget has been prepared with an increase based on the CPI of 1.9%.

PRIOR ACTION:

September 13, 2018 - City Council adopted Proposed Ordinance No. 13-18 adjusting rates based upon changes in the CPI.

FUNDING:

N/A

FINANCIAL IMPACT:

The rate change has been incorporated in the Fiscal Year 2020 Budget.

CITY ATTORNEY REVIEW: Yes

8/16/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
Richard Barker, Jr., Chief Financial Officer
Don J. Suarez, Pensacola Energy Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 27-19

PRESENTATION: No

PROPOSED ORDINANCE NO. 27-19
ORDINANCE NO. _____

AN ORDINANCE TO BE
ENTITLED:

AN ORDINANCE AMENDING SECTION 10-4-19 OF THE CODE OF
THE CITY OF PENSACOLA, FLORIDA ADJUSTING RATES AND
CHARGES FOR THE SALE OF NATURAL GAS; PROVIDING FOR
SEVERABILITY REPEALING CLAUSE; PROVIDING AN
EFFECTIVE DATE.

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

SECTION 1. Section 10-4-19 of the Code of the City of Pensacola, Florida, is hereby amended to read:

Sec. 10-4-19. Schedule of rates and charges.

A. Subject to the provisions of subsection 1-1-1 (c), the charges and assessments set forth below shall be levied and assessed by the department of Pensacola Energy through the Mayor or the Chief Financial Officer for natural gas services provided by the city to consumers.

The charges for gas are segregated according to the following service classifications: residential gas inside and outside the city limits (GR-1, GR-2), commercial gas inside and outside the city limits (GC-1, GC-2), interruptible industrial contract (GI-1, GI-2, GI-3, GI-4), City of Pensacola, almost firm service (GAF), flexible gas transportation (GTS, GPT, GIT, GVT), compressed natural gas service (CNG), and street or outdoor lighting.

B. Purchased gas adjustment (PGA)--Service classifications having a distribution charge stated in Mcfs shall have the price per Mcf adjusted by the amount of any increase or decrease in the cost of gas purchased for resale. Changes to the PGA will be effective at the beginning of a monthly billing cycle.

C. For the purpose of calculating the municipal public service tax, the city's cost of gas prior to October 1, 1973, was forty-five cents (\$0.45) per Mcf.

D. Weather normalization adjustment (WNA)--To adjust for fluctuations in consumption due to colder or warmer than normal weather during the months of October through March of the previous or current fiscal year, a WNA will be assessed on service classifications GR-1, GR-2, GC-1, GC-2, and GIT according to the following formula:

WNA	$\frac{R \times (HSF \times (NDD - ADD))}{(BL + (HSF \times ADD))}$
Where:	
WNA	= Weather normalization adjustment factor for each rate schedule classification expressed in cents per Mcf.
R	= Weighted average base rate of temperature sensitive sales for each included rate schedule.
HSF	= Heat sensitive factor for the appropriate rate schedule.
NDD	= Normal billing cycle heating degree.
ADD	= Actual billing cycle heating degree day.
BL	= Average base load sales for each billing cycle.

Normal degree days (NDD) shall be based on the most current National Oceanic and Atmospheric Administration (NOAA) thirty-year normal data. Actual degree days (ADD) shall be based on NOAA data.

E. The Distribution Pipeline Infrastructure Cost Adjustment (DPICA) shall be adjusted annually, effective each October 1 by a percentage equal to the amount of Eligible Distribution Pipeline Infrastructure Costs divided by the total test year margin revenues associated with the Residential Gas inside and outside City limits (GR-1 and GR-2), Commercial Gas inside and outside City limits (GC-1, GC-2, and GIT), and Municipal operated building and facilities as shown for the 2012 Test Year shown in the most recent Cost of Service and Rate Design Study. Eligible Distribution Pipeline Infrastructure Costs include costs that meet all of the following conditions:

- (i) The principal purpose of the project is not to increase revenues by directly connecting the infrastructure replacement to new customers;
- (ii) The project, or discrete portions thereof, are in service and used and useful;
- (iii) The costs of the project are not included in the city's existing base rates;
- (iv) The principal purpose of the project is to replace or extend the useful life of existing infrastructure, or otherwise enhance the infrastructure of city's physical plant; and
- (v) City undertakes the project to comply with a valid statute, rule, regulation, order or ordinance, or other lawful requirement of a federal, state, or local governing or regulatory body having jurisdiction over pipeline integrity.

The percentage shall not exceed 10 percent of the non-gas operating expenses in the current fiscal year budget and will be applied to the rates used for each bill over the following 12 months.

- F. Distribution and customer charge rates shall be adjusted annually if approved by the city council during budget sessions, effective each October based upon the percentage difference in the cost of living as computed under the most recent Consumer Price Index for all urban consumers published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1 of the preceding year and ending March 31 of the current year. The applicable rates are residential gas inside and outside the city limits (GR-1, GR-2), commercial gas inside and outside city limits (GC-1, GC-2), contract delivery, and municipal operated buildings and facilities.
- G. Tariff changes to pipeline transportation fees shall be assessed to each rate class upon implementation by the interstate or intrastate pipeline.
- H. Service charges shall include a customer charge and a distribution charge. The customer charge is a fixed monthly charge for having gas available and the distribution charge is a variable monthly charge based on consumption of gas.

Service charges are as follows:

- (1) *Service classification: GR-1, residential gas service. (Within city limits of the City of Pensacola).*
 - (1a) *Availability.* Available to any consumer using the city's natural gas service for any purpose in a residence only.
 - (1b) *Customer charge.* Nine dollars and ninety-four cents (\$9.94) fixed monthly charge, plus
 - (1c) *Distribution charge.* Eight dollars and thirty-four cents (\$8.34) per Mcf.
- (2) *Service classification: GR-2, residential gas service. (Outside city limits of the City of Pensacola).*
 - (2a) *Availability.* Available to any consumer using the city's natural gas service for any purpose in a residence only.
 - (2b) *Customer charge.* Eleven dollars and nine cents (\$11.09) fixed monthly charge, plus
 - (2c) *Distribution charge.* Ten dollars and thirty-one cents (\$10.31) per Mcf.
- (3) *Service classification: GC-1, commercial service. (Within the city limits of the City of Pensacola).*
 - (3a) *Availability.* Available to any commercial consumer for cooking, water heating, space heating, air conditioning, and like uses.
 - (3b) *Customer charge.* Seventeen dollars and fifty-eight cents (\$17.58) fixed monthly charge, plus
 - (3c) *Distribution charge.* Eight dollars and thirty-four cents (\$8.34) per Mcf.
- (4) *Service classification: GC-2 commercial service. (Outside the city limits of the City of Pensacola).*

- (4a) *Availability.* Available to any commercial consumer for cooking, water heating, space heating, air conditioning, and like uses.
 - (4b) *Customer charge.* Nineteen dollars and ninety-seven cents (\$19.97) fixed monthly charge, plus
 - (4c) *Distribution charge.* Ten dollars and thirty-one cents (\$10.31) per Mcf.
- (5) *Service classification: GI-1, interruptible industrial contract service, small volume.*
 - (5a) *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this class or rate must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.
 - (5b) *Contract volume.* Not less than twenty-five (25) Mcf per day.
 - (5c) *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus
 - (5d) *Distribution charge.* Two dollars and five cents (\$2.05) per Mcf.
- (6) *Service classification: GI-2, interruptible industrial contract service, large volume.*
 - (6a) *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this class or rate must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.
 - (6b) *Contract volume.* Not less than two hundred fifty (250) Mcf per day.
 - (6c) *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus
 - (6d) *Distribution charge.* One dollar and five cents (\$1.05) per Mcf.
- (7) *Service classification: GI-3, interruptible industrial flexible contract service, large volume.*
 - (7a) *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this class or rate must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.

- (7b) *Contract volume.* Not less than five hundred (500) Mcf per day.
- (7c) *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus,
- (7d) *Distribution charge.* Rates to be negotiated.
- (8) *Service classification: GI-4, interruptible transportation flexible contract service.*
- (8a) *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this class or rate must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.
- (8b) *Contract volume.* Not less than one hundred (100) Mcf nor more than five hundred (500) Mcf per day.
- (8c) *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus
- (8d) *Distribution charge.* The GI-4 distribution charge shall consist of the following components:
1. The contracted cost of gas as it may vary from time to time, plus
 2. The existing transportation rate on Pensacola Energy's distribution system as established under the annual pipeline transportation fees of One dollar and seventy-four cents (\$1.74) plus ninety-two cents (\$0.92) local transportation charge net per one (1) MMBTU/day transported for gas transportation service, plus
 3. A seven cent (\$0.07) margin on the contracted cost of natural gas.
- These three (3) components shall determine the monthly cost of any consumer in this class or rate times the number of MMBTUs used by the consumer.
- (9) *Service classification: City of Pensacola.*
- (9a) *Availability.* Available to all current municipally operated buildings and facilities, and current and former municipally operated utilities, and other uses as authorized by the Mayor. Measurement shall be by standard meter as normally used within Pensacola Energy.
- (9b) *Customer charge.* Twenty-two dollars and eighteen cents (\$22.18) fixed monthly charge, plus
- (9c) *Distribution charge.* Three dollars and twenty-four cents (\$3.24) per Mcf.
- (10) *Service classification: GTS, gas transportation service. (For large volume commercial/industrial consumers).*
- (10a) *Availability.* Available to a consumer with sufficient resources for purchasing its own natural gas supplies and transporting it on the city's natural gas system to the consumer's facilities. Pensacola Energy will determine which gate station on Pensacola Energy's interstate

pipeline transporter system has adequate capacity to receive the transportation request. There shall be a separate contract with each consumer for each service location which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this service must be for not less than one (1) year.

Consumers using this service must have adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary.

(10b) *Contract volume.* Transportation volumes not less than two hundred (200) MMBTU per day. Volume requirements shall be reviewed in determining if a consumer shall qualify for this rate.

(10c) *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus

(10d) *Distribution charge.* Rates to be negotiated.

An additional \$0.0475/MMBTU shall be added to cover administrative, maintenance, and monitoring costs for the transportation distribution on a daily basis. The consumer must notify Pensacola Energy a minimum of five (5) working days prior to the beginning of each month and identify the volume of the third party gas to be transported on the Pensacola Energy system during that month.

(11) *Service classification: GPT, gas purchased transportation service. (For large volume commercial/industrial consumers).*

(11a) *Availability.* Available to a consumer using the city's natural gas service. There shall be a separate contract with each consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this service must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.

(11b) *Contract volume.* Transportation volumes not less than two hundred (200) MMBTU per day. Volume requirements shall be reviewed in determining if a consumer shall qualify for this rate.

(11c) *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus

(11d) *Distribution charge.* Rates to be negotiated.

A seven cent (\$0.07) margin on the contracted cost of natural gas.

(12) *Service classification: GAF, almost firm service.*

(12a) *Availability.* Available to any consumer using the city's natural gas service. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contract will be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this class or rate must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.

(12b) *Contract volume.* Not less than seventy-five (75) Mcf per day.

(12c) *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus

(12d) *Distribution charge.* One dollar and seventy-four cents (\$1.74) for annual pipeline transportation fees plus ninety-two cents (\$0.92) local transportation charge net per one (1) MMBTU/day transported for gas transportation service, plus

A seven cent (\$0.07) margin on the contracted cost of natural gas.

(13) *Service classification: GIT, flexible gas transportation service.*

(13a) *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contract will be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this service must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.

(13b) *Customer charge.* Nineteen dollars and ninety-seven cents (\$19.97) fixed monthly charge, plus

(13c) *Distribution charge.* Rates to be negotiated.

(14) *Service Classification: CNG, Compressed Natural Gas Service.*

(14a) *Availability.* Available to any commercial or industrial customer utilizing natural gas for compressed natural gas refueling facilities. Service under this rate classification shall be governed by individual contracts with consumer. Such contract will be executed by the Mayor, based on the recommendations of the Director of Pensacola Energy. Contracts for this service must be for not less than one year. All consumers under this rate are subject to the terms of the contract.

(14b) *Distribution charge.* Rates to be negotiated.

(15) *Service classification: GVT, flexible governmental industrial transportation service.*

(15a) *Availability.* Available to all governmental industrial transportation customers utilizing the city's gas services. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contract will be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this service must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.

(15b) *Contract volume.* Transportation volumes not less than two hundred fifty (250) MMBTU per day. Volume requirements shall be reviewed in determining if a consumer shall qualify for this rate.

(15c) *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus

(15d) *distribution charge.* Seventy cents (\$0.70) per MMBTU.

(16) *Service classification: Street or Outdoor Lighting.*

(16a) *Availability.* Available to firm residential or commercial customers for continuous street, outdoor lighting, or communications power supply.

(16b) *Monthly Rate.*

Communications power supply flat rate	\$10.85
Gas lights small, up to 2.36 cu. ft. per hour	\$10.85
Gas lights medium, up to 3.48 cu. ft. per hour	\$15.95
Gas lights large, up to 4.86 cu. ft. per hour	\$22.33

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

SECTION 3. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4. This ordinance shall become effective at the beginning of the monthly October 2019 billing cycle 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

PROPOSED ORDINANCE NO. 27-19

ORDINANCE NO. _____

AN ORDINANCE TO BE
ENTITLED:

AN ORDINANCE AMENDING SECTION 10-4-19 OF THE CODE OF
THE CITY OF PENSACOLA, FLORIDA ADJUSTING RATES AND
CHARGES FOR THE SALE OF NATURAL GAS; PROVIDING FOR
SEVERABILITY REPEALING CLAUSE; PROVIDING AN EFFECTIVE
DATE.

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

SECTION 1. Section 10-4-19 of the Code of the City of Pensacola, Florida, is hereby amended to read:

Sec. 10-4-19. Schedule of rates and charges.

A. Subject to the provisions of subsection 1-1-1 (c), the charges and assessments set forth below shall be levied and assessed by the department of Pensacola Energy through the Mayor or the Chief Financial Officer for natural gas services provided by the city to consumers.

The charges for gas are segregated according to the following service classifications: residential gas inside and outside the city limits (GR-1, GR-2), commercial gas inside and outside the city limits (GC-1, GC-2), interruptible industrial contract (GI-1, GI-2, GI-3, GI-4), City of Pensacola, almost firm service (GAF), flexible gas transportation (GTS, GPT, GIT, GVT), compressed natural gas service (CNG), and street or outdoor lighting.

B. Purchased gas adjustment (PGA)--Service classifications having a distribution charge stated in Mcfs shall have the price per Mcf adjusted by the amount of any increase or decrease in the cost of gas purchased for resale. Changes to the PGA will be effective at the beginning of a monthly billing cycle.

C. For the purpose of calculating the municipal public service tax, the city's cost of gas prior to October 1, 1973, was forty-five cents (\$0.45) per Mcf.

D. Weather normalization adjustment (WNA)--To adjust for fluctuations in consumption due to colder or warmer than normal weather during the months of October through March of the previous or current fiscal year, a WNA will be assessed on service classifications GR-1, GR-2, GC-1, GC-2, and GIT according to the following formula:

WNA	$\frac{R \times (HSF \times (NDD - ADD))}{(BL + (HSF \times ADD))}$
Where:	
WNA	= Weather normalization adjustment factor for each rate schedule classification expressed in cents per Mcf.
R	= Weighted average base rate of temperature sensitive sales for each included rate schedule.
HSF	= Heat sensitive factor for the appropriate rate schedule.
NDD	= Normal billing cycle heating degree.
ADD	= Actual billing cycle heating degree day.
BL	= Average base load sales for each billing cycle.

Normal degree days (NDD) shall be based on the most current National Oceanic and Atmospheric Administration (NOAA) thirty-year normal data. Actual degree days (ADD) shall be based on NOAA data.

E. The Distribution Pipeline Infrastructure Cost Adjustment (DPICA) shall be adjusted annually, effective each October 1 by a percentage equal to the amount of Eligible Distribution Pipeline Infrastructure Costs divided by the total test year margin revenues associated with the Residential Gas inside and outside City limits (GR-1 and GR-2), Commercial Gas inside and outside City limits (GC-1, GC-2, and GIT), and Municipal operated building and facilities as shown for the 2012 Test Year shown in the most recent Cost of Service and Rate Design Study. Eligible Distribution Pipeline Infrastructure Costs include costs that meet all of the following conditions:

- (i) The principal purpose of the project is not to increase revenues by directly connecting the infrastructure replacement to new customers;
- (ii) The project, or discrete portions thereof, are in service and used and useful;
- (iii) The costs of the project are not included in the city's existing base rates;
- (iv) The principal purpose of the project is to replace or extend the useful life of existing infrastructure, or otherwise enhance the infrastructure of city's physical plant; and
- (v) City undertakes the project to comply with a valid statute, rule, regulation, order or ordinance, or other lawful requirement of a federal, state, or local governing or regulatory body having jurisdiction over pipeline integrity.

The percentage shall not exceed 10 percent of the non-gas operating expenses in the current fiscal year budget and will be applied to the rates used for each bill over the following 12 months.

- F. Distribution and customer charge rates shall be adjusted annually if approved by the city council during budget sessions, effective each October based upon the percentage difference in the cost of living as computed under the most recent Consumer Price Index for all urban consumers published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1 of the preceding year and ending March 31 of the current year. The applicable rates are residential gas inside and outside the city limits (GR-1, GR-2), commercial gas inside and outside city limits (GC-1, GC-2), contract delivery, and municipal operated buildings and facilities.
- G. Tariff changes to pipeline transportation fees shall be assessed to each rate class upon implementation by the interstate or intrastate pipeline.
- H. Service charges shall include a customer charge and a distribution charge. The customer charge is a fixed monthly charge for having gas available and the distribution charge is a variable monthly charge based on consumption of gas.

Service charges are as follows:

- (1) *Service classification: GR-1, residential gas service. (Within city limits of the City of Pensacola).*
- (1a) *Availability.* Available to any consumer using the city's natural gas service for any purpose in a residence only.
- (1b) *Customer charge.* Nine dollars and ~~seventy-five~~ ninety-four cents (~~\$9.75~~) (\$9.94) fixed monthly charge, plus
- (1c) *Distribution charge.* Eight dollars and ~~eighteen~~ thirty-four cents (~~\$8.18~~) (\$8.34) per Mcf.
- (2) *Service classification: GR-2, residential gas service. (Outside city limits of the City of Pensacola).*
- (2a) *Availability.* Available to any consumer using the city's natural gas service for any purpose in a residence only.
- (2b) *Customer charge.* ~~Ten~~ Eleven dollars and ~~eighty-eight~~ nine cents (~~\$10.88~~) (\$11.09) fixed monthly charge, plus
- (2c) *Distribution charge.* Ten dollars and ~~twelve~~ thirty-one cents (~~\$10.12~~) (\$10.31) per Mcf.
- (3) *Service classification: GC-1, commercial service. (Within the city limits of the City of Pensacola).*
- (3a) *Availability.* Available to any commercial consumer for cooking, water heating, space heating, air conditioning, and like uses.
- (3b) *Customer charge.* Seventeen dollars and ~~twenty-five~~ fifty-eight cents (~~\$17.25~~) (\$17.58) fixed monthly charge, plus

- (3c) *Distribution charge.* Eight dollars and ~~eighteen~~ thirty-four cents (~~\$8.18~~) (\$8.34) per Mcf.
- (4) *Service classification: GC-2 commercial service. (Outside the city limits of the City of Pensacola).*
- (4a) *Availability.* Available to any commercial consumer for cooking, water heating, space heating, air conditioning, and like uses.
- (4b) *Customer charge.* Nineteen dollars and ~~sixty~~ ninety-seven cents (~~\$19.60~~) (\$19.97) fixed monthly charge, plus
- (4c) *Distribution charge.* Ten dollars and ~~twelve~~ thirty-one cents (~~\$10.12~~) (\$10.31) per Mcf.
- (5) *Service classification: GI-1, interruptible industrial contract service, small volume.*
- (5a) *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this class or rate must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.
- (5b) *Contract volume.* Not less than twenty-five (25) Mcf per day.
- (5c) *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus
- (5d) *Distribution charge.* Two dollars and five cents (\$2.05) per Mcf.
- (6) *Service classification: GI-2, interruptible industrial contract service, large volume.*
- (6a) *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this class or rate must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.
- (6b) *Contract volume.* Not less than two hundred fifty (250) Mcf per day.
- (6c) *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus
- (6d) *Distribution charge.* One dollar and five cents (\$1.05) per Mcf.
- (7) *Service classification: GI-3, interruptible industrial flexible contract service, large volume.*
- (7a) *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification

shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this class or rate must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.

(7b) *Contract volume.* Not less than five hundred (500) Mcf per day.

(7c) *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus,

(7d) *Distribution charge.* Rates to be negotiated.

(8) *Service classification: GI-4, interruptible transportation flexible contract service.*

(8a) *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this class or rate must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.

(8b) *Contract volume.* Not less than one hundred (100) Mcf nor more than five hundred (500) Mcf per day.

(8c) *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus

(8d) *Distribution charge.* The GI-4 distribution charge shall consist of the following components:

1. The contracted cost of gas as it may vary from time to time, plus
2. The existing transportation rate on Pensacola Energy's distribution system as established under the annual pipeline transportation fees of One dollar and seventy-four cents (\$1.74) plus ninety-two cents (\$0.92) local transportation charge net per one (1) MMBTU/day transported for gas transportation service, plus
3. A seven cent (\$0.07) margin on the contracted cost of natural gas.

These three (3) components shall determine the monthly cost of any consumer in this class or rate times the number of MMBTUs used by the consumer.

(9) *Service classification: City of Pensacola.*

(9a) *Availability.* Available to all current municipally operated buildings and facilities, and current and former municipally operated utilities, and other uses as authorized by the Mayor. Measurement shall be by standard meter as normally used within Pensacola Energy.

(9b) *Customer charge.* Twenty-one two dollars and ~~seventy-seven~~ eighteen cents (~~\$21.77~~) (\$22.18) fixed monthly charge, plus

(9c) *Distribution charge.* Three dollars and ~~eighteen~~ twenty-four cents (~~\$3.18~~) (\$3.24) per Mcf.

(10) *Service classification: GTS, gas transportation service. (For large volume commercial/industrial consumers).*

(10a) *Availability.* Available to a consumer with sufficient resources for purchasing its own natural gas supplies and transporting it on the city's natural gas system to the consumer's facilities. Pensacola Energy will determine which gate station on Pensacola Energy's interstate pipeline transporter system has adequate capacity to receive the transportation request. There shall be a separate contract with each consumer for each service location which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this service must be for not less than one (1) year.

Consumers using this service must have adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary.

(10b) *Contract volume.* Transportation volumes not less than two hundred (200) MMBTU per day. Volume requirements shall be reviewed in determining if a consumer shall qualify for this rate.

(10c) *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus

(10d) *Distribution charge.* Rates to be negotiated.

An additional \$0.0475/MMBTU shall be added to cover administrative, maintenance, and monitoring costs for the transportation distribution on a daily basis. The consumer must notify Pensacola Energy a minimum of five (5) working days prior to the beginning of each month and identify the volume of the third party gas to be transported on the Pensacola Energy system during that month.

(11) *Service classification: GPT, gas purchased transportation service. (For large volume commercial/industrial consumers).*

(11a) *Availability.* Available to a consumer using the city's natural gas service. There shall be a separate contract with each consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this service must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.

(11b) *Contract volume.* Transportation volumes not less than two hundred (200) MMBTU per day. Volume requirements shall be reviewed in determining if a consumer shall qualify for this rate.

(11c) *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus

(11d) *Distribution charge.* Rates to be negotiated.

A seven cent (\$0.07) margin on the contracted cost of natural gas.

(12) *Service classification: GAF, almost firm service.*

(12a) *Availability.* Available to any consumer using the city's natural gas service. Service under this rate classification shall be governed by individual contracts with consumer which

includes a customer charge, a distribution charge, and a charge for fuel. Such contract will be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this class or rate must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.

(12b) *Contract volume.* Not less than seventy-five (75) Mcf per day.

(12c) *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus

(12d) *Distribution charge.* One dollar and seventy-four cents (\$1.74) for annual pipeline transportation fees plus ninety-two cents (\$0.92) local transportation charge net per one (1) MMBTU/day transported for gas transportation service, plus

A seven cent (\$0.07) margin on the contracted cost of natural gas.

(13) *Service classification: GIT, flexible gas transportation service.*

(13a) *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contract will be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this service must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.

(13b) *Customer charge.* Nineteen dollars and ~~sixty~~ ninety-seven cents (~~\$19.60~~) (\$19.97) fixed monthly charge, plus

(13c) *Distribution charge.* Rates to be negotiated.

(14) *Service Classification: CNG, Compressed Natural Gas Service.*

(14a) *Availability.* Available to any commercial or industrial customer utilizing natural gas for compressed natural gas refueling facilities. Service under this rate classification shall be governed by individual contracts with consumer. Such contract will be executed by the Mayor, based on the recommendations of the Director of Pensacola Energy. Contracts for this service must be for not less than one year. All consumers under this rate are subject to the terms of the contract.

(14b) *Distribution charge.* Rates to be negotiated.

(15) *Service classification: GVT, flexible governmental industrial transportation service.*

(15a) *Availability.* Available to all governmental industrial transportation customers utilizing the city's gas services. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contract will be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this service must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.

(15b) *Contract volume.* Transportation volumes not less than two hundred fifty (250) MMBTU per day. Volume requirements shall be reviewed in determining if a consumer shall qualify for this rate.

(15c) *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus

(15d) *distribution charge.* Seventy cents (\$0.70) per MMBTU.

(16) *Service classification: Street or Outdoor Lighting.*

(16a) *Availability.* Available to firm residential or commercial customers for continuous street, outdoor lighting, or communications power supply.

(16b) *Monthly Rate.*

Communications power supply flat rate	\$10.85
Gas lights small, up to 2.36 cu. ft. per hour	\$10.85
Gas lights medium, up to 3.48 cu. ft. per hour	\$15.95
Gas lights large, up to 4.86 cu. ft. per hour	\$22.33

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

SECTION 3. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4. This ordinance shall become effective at the beginning of the monthly October ~~2018~~ 2019 billing cycle on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Passed: _____

Approved: _____

President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 28-19

City Council

9/12/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 28-19 - AMENDMENT TO CITY CODE SECTION 4-3-97 - SANITATION COLLECTION FEE AND EQUIPMENT SURCHARGE.

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 28-19 on first reading.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

Section 4-3-97 of the City Code provides for an automatic adjustment to the monthly sanitation rate each October 1st in accordance with the Consumer Price Index (CPI) for the twelve month period ending March 31st of the current year. The CPI for that period was +1.9% which amounts to an increase of forty-seven cents and would set the new rate at \$25.11 per month. This increase would allow for full funding of the Sanitation Services operation as budgeted in the FY 2020 Proposed Budget.

In accordance with the rate study completed in 2016, City Council approved the implementation of a sanitation equipment surcharge to fund capital equipment replacement. The surcharge was initially set at \$1.00 effective June 1, 2017 with an increase to \$2.00 scheduled for October 1, 2018. Beginning October 1, 2019 and each October 1 thereafter, this surcharge will be adjusted based on changes in the CPI. The CPI was +1.9% which allows for a 4 cent increase bringing the new rate to \$2.04.

PRIOR ACTION:

September 13, 2018 - City Council adopted Ordinance No.16-18 adjusting the monthly sanitation rate to \$24.64 and increasing the sanitation equipment surcharge to \$2.00.

FUNDING:

N/A

FINANCIAL IMPACT:

Approval of the proposed ordinance would set the sanitation rate at \$25.11 per month, a \$.47 per month increase and would set the sanitation equipment surcharge at \$2.04 per month, a \$.04 per month increase; both rate increases are based on the 1.9% CPI, effective October 1, 2019 upon adoption on second reading. The increase in the sanitation rate is projected to generate an additional \$225,700 annually in additional Residential Refuse Container Charges and the sanitation equipment surcharge is projected to generate an additional \$15,500 annually for capital equipment expenditures both of which have been incorporated in the FY 2020 Proposed Budget.

CITY ATTORNEY REVIEW: Yes

9/3/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
Richard Barker, Jr., Chief Financial Officer
John Pittman, Director sanitation

ATTACHMENTS:

- 1) Proposed Ordinance No. 28-19

PRESENTATION: No

PROPOSED
ORDINANCE NO. 28-19

ORDINANCE NO.

AN ORDINANCE
TO BE ENTITLED:

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 4-3-97 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 4-3-97. Fees and surcharges.

The following fees are hereby established for recycling, solid waste or refuse collection services by the city as may be amended from time to time by resolution of the city council:

(1) *New accounts, transferred accounts, and resumption of terminated service:* Twenty dollars (\$20.00).

(2) *Garbage, recycling and trash collection fee, per month:*
Twenty-five dollars and eleven cents (\$25.11). This fee shall be automatically adjusted upon approval of council each October 1 hereafter based on the percentage difference in the cost of living as computed under the most recent Consumer Price Index for all urban consumers or similar index published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1st of the preceding year and ending March 31st of the current year.

~~(2) Garbage, recycling and trash collection fee, per month:~~
~~Twenty-four dollars and sixty-four cents (\$24.64).~~
~~This fee shall be initially set on October 1, 2018 and shall be automatically adjusted October 1, 2019, and each October 1 thereafter based on the percentage difference in the cost of living as computed under the most recent~~

~~Consumer Price Index for all urban consumers or similar index published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1st of the preceding year and ending March 31st of the current year.~~

- (3) Provided, however, the monthly fee for garbage, recycling and trash collection for the dwelling of an eligible household, occupied by a person sixty-five (65) years of age or older, under the low-income home energy assistance program pursuant to F.S. § 409.508, 1993, as administered by the Escambia County Council on Aging or for the dwelling of a family heretofore determined by the housing and community development office of the city to be eligible for assistance under the Section 8 existing housing assistance payments program pursuant to 42 U.S.C., section 1437(f), shall be reduced by one dollar (\$1.00) per month commencing October 1, 1989, and by an additional one dollar (\$1.00) per month commencing October 1, 1990, provided that sufficient monies are appropriated from the general fund to replace decreased solid waste revenues caused by such fee reductions. If insufficient monies are appropriated from the general fund to replace all of such decreased solid waste revenues, then the mayor may change the amount of the fee reduction to an amount less than the amount set forth in the preceding.

- (4) Sanitation equipment surcharge: Two dollars and four cents (\$2.04) per month. A sanitation equipment surcharge shall be added as a separate line item to all city solid waste and/or refuse collection services fees. This surcharge shall be automatically adjusted upon approval of council each October 1 hereafter based on the percentage difference in the cost of living as computed under the most recent consumer Price Index for all urban consumers or similar index published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1st of the preceding year and ending March 31st of the current year.

~~(4) Sanitation equipment surcharge: Two Dollars (\$2.00) per month. A sanitation equipment surcharge shall be added as a separate line item to all city solid waste and/or refuse collection service fees. Said surcharge, shall be initially set on June 1, 2017 and shall be automatically increased to Two Dollars (\$2.00) per month on October 1, 2018. This surcharge shall be automatically adjusted October 1, 2018, and each October 1 thereafter based on the percentage difference in the cost of living as computed~~

~~under the most recent Consumer Price Index for all urban consumers or similar index published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1st of the preceding year and ending March 31st of the current year.~~

- (5) *Vehicle fuel and lubricant pass-through surcharge:* One dollar and thirty cents (\$1.30) per month. A sanitation services division vehicle fuel and lubricant surcharge shall be added as a separate line item to all city solid waste and/or refuse collection service fees. Said surcharge, which shall be initially set on the fiscal year 2007 sanitation services fuel and lubricant budget, shall be revised by the director of finance no less frequently than annually based upon the budgeted fuel and lubricant costs adjusted for their actual costs for the previous or current fiscal years.
- (6) *Tire removal:* A surcharge of three dollars (\$3.00) per tire shall be added to the scheduled or nonscheduled bulk waste collection fee established herein whenever tire(s) more than twelve (12) inches in size are collected.
- (7) *Scheduled bulk waste collection:* The fee for scheduled bulk item collection shall be fifteen dollars (\$15.00) for the first three (3) minutes and five dollars (\$5.00) for each additional three (3) minutes up to twenty-one (21) minutes after which time a disposal fee will be added.
- (8) *Non-scheduled bulk waste collection:* The fee for nonscheduled bulk item collection shall be thirty-five dollars (\$35.00) for the first three (3) minutes and ten dollars (\$10.00) for each additional three (3) minutes up to twenty-one (21) minutes after which time a disposal fee will be added.
- (9) Deposits in an amount up to a total of the highest two (2) months bills for service within the previous twelve (12) months may be required of customers who, after the passage of this section, have their service cut for nonpayment or have a late payment history. The department of finance will be responsible for the judicious administration of deposits.
- (10) A late charge equal to one and one-half (1½) percent per month of the unpaid previous balance.

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

SECTION 3. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 29-19

City Council

9/12/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 29-19 REPEALING AND REPLACING ORDINANCE NO. 10-19 AUTHORIZING A SPECIAL ASSESSMENT UPON HOSPITAL PROPERTY TO GENERATE FUNDS FOR INDIGENT HEALTH CARE

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 29-19 on first reading.

AN ORDINANCE RELATING TO FUNDING FOR THE PROVISION OF INDIGENT CARE SERVICES BY HOSPITALS LOCATED WITHIN THE CITY OF PENSACOLA; PROVIDING A SPECIAL NON-AD VALOREM ASSESSMENT AGAINST THE PROPERTY OF SUCH HOSPITALS FOR THE PURPOSE OF INCREASING FUNDING AVAILABLE FOR THE PROVISION OF SUCH SERVICES; PROVIDING DEFINITIONS; PROVIDING PROCEDURES FOR THE IMPLEMENTATION AND COLLECTION OF SPECIAL ASSESSMENTS CONFORMING TO THE REQUIREMENTS OF LAW; PROVIDING FOR SEVERABILITY; REPEALING AND REPLACING ORDINANCE NO. 10-19; AND PROVIDING AN EFFECTIVE DATE.

Further, that Council authorize the Mayor to take all actions necessary to ensure the implementation and administration of the objectives of the ordinance, including, but not limited to, entering into any needed agreements with hospitals, the Agency for Health Care Administration (AHCA), or other governmental entities.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Representatives from Baptist Hospital, Sacred Heart Hospital, and Select Specialty Hospital have requested that the City consider the imposition of a special assessment on their real property located in the City to increase funding available to reimburse the hospitals for uncompensated charitable health care. In April 2019, the City adopted Ordinance No. 10-19 to levy a special assessment based on outpatient revenues against properties owned by the hospitals within the city limits. Because the

special assessment was based on outpatient revenues, only properties owned by Baptist Hospital and Sacred Heart Hospital were assessed. For FY2020, the hospitals have requested that the special assessment be based on inpatient revenues, which will affect properties owned by Baptist Hospital, Sacred Heart Hospital, and Select Specialty Hospital. In order to levy the requested special assessment for FY2020, the City must repeal and replace Ordinance No. 10-19 to provide for broader language that allows a special assessment to be based on inpatient revenues. Accordingly, the proposed ordinance repeals and replaces Ordinance No. 10-19, providing a mechanism for levying the special assessment based on inpatient revenue on the properties owned by the three hospitals pursuant to their request.

There currently is a significant gap in the funds the three hospitals receive from the State of Florida and the federal government for indigent health care versus what they actually expend. The hospitals have advised that this gap can be decreased through a special assessment on properties within the city limits owned by Baptist Hospital, Sacred Heart Hospital, and Select Specialty Hospital. The assessment would be imposed as a set percentage of net inpatient service revenues for each hospital property subject to the special assessment. The hospitals will transmit the assessment in one lump sum to the City, which in turn will forward that same amount to the Agency for Health Care Administration, an agency of the State of Florida. The State would then use those funds to draw down a federal match of grant dollars equal to approximately 150% of the assessment dollars collected. The total funds - the assessment amount and the federal grant dollars - then will be remitted to the hospitals by the State.

We anticipate that representatives from each hospital will be in attendance at the Agenda Conference to answer questions regarding the request to the City.

PRIOR ACTION:

April 25, 2019 - City Council adopted Ordinance No. 10-19 and Resolution No. 2019-24, which imposed a special assessment on outpatient revenue on properties owned by Baptist Health Care and Sacred Heart Hospital.

FUNDING:

N/A

FINANCIAL IMPACT:

There is no direct financial impact to the City. The special assessment will generate additional funds, estimated at several million dollars, from the federal government to pay for uncompensated care to indigent citizens.

CITY ATTORNEY REVIEW: Yes

8/27/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
Richard Barker, Jr., Chief Financial Officer

ATTACHMENTS:

- 1) Proposed Ordinance No. 29-19

PRESENTATION: No

PROPOSED
ORDINANCE NO. 29-19

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE RELATING TO FUNDING FOR THE PROVISION OF INDIGENT CARE SERVICES BY HOSPITALS LOCATED WITHIN THE CITY OF PENSACOLA; PROVIDING A SPECIAL NON-AD VALOREM ASSESSMENT AGAINST THE PROPERTY OF SUCH HOSPITALS FOR THE PURPOSE OF INCREASING FUNDING AVAILABLE FOR THE PROVISION OF SUCH SERVICES; PROVIDING DEFINITIONS; PROVIDING PROCEDURES FOR THE IMPLEMENTATION AND COLLECTION OF SPECIAL ASSESSMENTS CONFORMING TO THE REQUIREMENTS OF LAW; PROVIDING FOR SEVERABILITY; REPEALING AND REPLACING ORDINANCE NO. 10-19; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

WHEREAS, the City of Pensacola has an interest in the access to healthcare for its indigent and uninsured citizens; and

WHEREAS, the City previously adopted Ordinance No. 10-19, providing a mechanism for the special assessment against certain properties within the city limits to increase funding available for indigent care services; and

WHEREAS, the City finds it necessary to revise the special assessment process to provide greater flexibility in the determination from year to year of the basis for the special assessment; and

WHEREAS, upon adoption, this new Ordinance will repeal and replace Ordinance No. 10-19.

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

Section. 1.01 – Findings and Intent.

In adopting this Ordinance, the City Council makes the following findings and declares the following legislative intent:

(1) Each year, Hospitals in Pensacola provide substantial uncompensated charity health care to indigent citizens of the City.

(2) The State of Florida (the "State") created a Low-Income Pool program (the "LIP Program") through its federal Medicaid waiver to help defray the uncompensated costs of providing charity care to uninsured and low-income patients.

(3) The State has not provided the full allowable LIP Program support to certain eligible hospitals.

(4) The Hospitals have requested that the City of Pensacola, Florida (the "City") impose an assessment upon certain real property within the City limits owned by the Hospitals to help finance that non-federal share of the State's LIP Program.

(5) The funding from the City assessment will be transferred to the State to enable the State to draw down a federal match equal to approximately 150% of the assessed funds, thereby allowing the State to pay the Hospitals a higher percentage of their uncompensated charity care costs to maintain and expand their charity care programs.

(6) The City has an interest in promoting access to healthcare to its uninsured and indigent citizens.

(7) Imposing an assessment to help fund the provision of charity health care by the Hospitals to indigent and uninsured citizens of the City is a valid public purpose that benefits the health, safety and welfare of the citizens of Pensacola.

(8) The City Council of the City of Pensacola, Florida (the "City Council") hereby intends to adopt an ordinance, authorizing and enabling the City to levy non-ad valorem assessments on properties of the Hospitals within the jurisdictional limits of the City in accordance with state law and procedures.

Section. 1.02 – Definitions.

When used in this Ordinance, the following terms shall have the following meanings, unless the context clearly requires otherwise:

Assessment Resolution means the resolution approving an Assessment Roll of Hospital property(ies) for a specific Fiscal Year.

Assessment means the assessment on real property of providers of outpatient or inpatient hospital services, as determined by resolution, within Pensacola City limits as defined herein.

Assessment Roll means the special assessment roll of Hospital property(ies) approved by an Assessment Resolution or an Annual Assessment Resolution pursuant to this Ordinance.

Assessment Unit means the apportionment unit utilized to determine the Assessment for each parcel of property, as set forth in the Assessment Resolution. "Assessment Units" may include, by way of example and not limitation, one or a combination of the following: front footage, land area, improvement area, or permitted land use.

City means the City of Pensacola, Florida.

Council means the City Council of the City of Pensacola, Florida.

Fiscal Year means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the City.

Hospital means any hospital owning property in the Pensacola city limits that meets the Assessment criteria as more particularly described in the Assessment Resolution. The Hospitals may include any or all of the following: Baptist Hospital, Sacred Heart Hospital, and Select Specialty Hospital.

Local Service means the provision of charity health care by the Hospitals to indigent and uninsured citizens of Pensacola.

Ordinance means this Special Assessment Ordinance enabling the City to levy non-ad valorem assessments on Hospital properties within the jurisdictional limits of the City.

Property Appraiser means the Escambia County Property Appraiser.

Resolution of Intent means the resolution expressing the Council's intent to collect Assessments on the ad valorem tax bill required by the Uniform Assessment Collection Act, Ch. 197, Florida Statutes.

Tax Collector means the Escambia County Tax Collector.

Tax Roll means the real property ad valorem tax assessment roll pertaining to Hospital property maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

Uniform Assessment Collection Act means Florida Statutes §§ 197.3632 and 197.3635, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

Section. 1.03 - Authority.

The Council is hereby authorized to impose, levy, and collect Assessments against Hospital property located within an Assessment Area upon which are located providers of outpatient or inpatient hospital services in order to fund the non-federal share of LIP payments to certain eligible Hospitals for uncompensated costs of charity care. The Assessment shall be computed in a manner that fairly and reasonably apportions the operating cost proportionate to the benefit among the parcels of property within the Assessment Area, based upon objectively determinable Assessment Units related to the value, use, or physical characteristics of the property. When imposed by the City Council, the Assessment shall constitute a lien upon the assessed Hospitals equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem

assessments, and failure to pay may cause foreclosure proceedings to be instituted that could result in loss of title.

Section. 1.04 - Assessment Resolution.

The Assessment Resolution shall (A) describe with particularity the proposed method of fairly and reasonably apportioning the operating cost proportionate to the benefit among the parcels of property located within the Assessment Area, such that the owner of any parcel of property can objectively determine the amount of the Assessment, based upon its value, use or physical characteristics; and (B) describe how and when the Assessments are to be paid.

Section. 1.05 - Assessment Roll.

(A) An Assessment Roll shall be prepared that contains the following information:

- (1) a summary description of each parcel of property (conforming to the description contained on the Tax Roll) subject to the Assessment;
- (2) the name of the owner of record of each parcel, as shown on the Tax Roll;
- (3) the Assessment attributable to each parcel;
- (4) the estimated maximum annual Assessment to become due in any Fiscal Year; and
- (5) the estimated maximum annual Assessment to become due in any Fiscal Year for each parcel.

Section. 1.06 Adoption Procedures.

The procedures utilized by the City Council in adopting an Assessment Resolution, an Assessment Roll, and notice of same to affected Hospital property owners shall be those procedures required by the Uniform Assessment Collection Act, Chapter 197, Florida Statutes, as those procedures currently exist or may be altered or amended from time to time.

Section 1.07 - Collection.

Assessments to be collected under the alternative method of collection shall attach to the property included on the Assessment Roll as of the date of Council approval of such Assessment Roll.

Section 1.08 - Method of Collection.

Assessments shall be collected pursuant to the Uniform Assessment Collection Act, and the City shall comply with all applicable provisions thereof.

Section 1.09 - Hold Harmless and Indemnification.

The Hospitals that are the subject of this Ordinance have requested adoption of this Ordinance and have given assurances to the City of Pensacola that the objectives and procedures addressed in this Ordinance are proper and lawful. Accordingly, the Hospitals that are the subject of this Ordinance shall hold the City of Pensacola and its officers, employees, and agents harmless from any claim arising from the adoption and implementation of this Ordinance, and that they shall indemnify the City of Pensacola and its officers, employees and agents from any and all claims, including the costs and fees associated with the defense of such claims, that may arise in the event that the objectives and procedures of this Ordinance are challenged by any person, entity, or government agency.

Section 1.10 - Reimbursement of Costs.

The Hospitals that are the subject of this Ordinance shall be assessed the costs incurred by the City of Pensacola in the administration and implementation of this Ordinance, such assessment to be in proportion to the assessments imposed hereunder.

Section 1.11. 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 that 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 1.12. Ordinance No. 10-19 is hereby repealed.

Section 1.13. 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 the City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2019-44

City Council

9/12/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2019-44 - AMENDING THE FISCAL YEAR 2019 BUDGET FOR THE DOWNTOWN IMPROVEMENT BOARD

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2019-44

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Downtown Improvement District is a dependent special district within the City of Pensacola and is governed by the Downtown Improvement Board. Florida Statutes 189.012 mandates that a dependent special district must have a budget that requires approval by the governing body of a single municipality. Each year the Downtown Improvement Board's Budget is adopted by City Council at the mandated public hearings as part of the budget process. In order to maintain a balanced budget, supplemental budget resolutions require approval by City Council during the course of a fiscal year. The attached resolution includes budget adjustments for the Downtown Improvement Board's Fiscal Year 2019 that require Council Action.

There are three substantial parking expense impacts which include the termination of the 3rd party parking management contract and the subsequent reallocation of staff and parking management to an internal function within the DIB. This will result in an increase to the reimbursement from the Parking fund to the General Fund. Additionally, subsequent to the adoption of the FY 2019 Budget, it was discovered that the \$40,000 loan payment from the Parking Fund to the General Fund was more than the remaining balance of the loan. Therefore the Loan Repayment has been reduced by \$37,390.

The largest revenue impact to the Parking Fund is contributed to the introduction of platform fees,

which recognizes an increase of \$56,282. Other Parking Fund related budget adjustments include increases or decreases in estimated revenues and expenses from various sources which results in a net increase in estimated revenues and decrease in estimated expenses. Overall, the Parking Fund revenues will increase \$11,616 and are offset by increased expenses of \$11,616.

The largest impact to the DIB General Fund is in direct correlation to the aforementioned DPMD changes, with the greatest change reflected in the \$192,340 increase in DPMD O/H Reimbursement. Other General Fund related budget adjustments include increases in estimated expenses from various sources, which are also related to the DPMD changes. The General Fund revenues are increasing a total of \$158,305 and are offset with increases in expenses of \$158,305.

PRIOR ACTION:

September 19, 2018 - City Council formally adopted a beginning FY 2019 Budget for the Downtown Improvement Board

July 30, 2019 - The Downtown Improvement Board approved the adjustments to the FY 2019 Budget.

FUNDING:

N/A

FINANCIAL IMPACT:

All appropriation of funds in the supplemental budget resolution for the Downtown Improvement board are covered by shifts in expenses or changes in revenues. Approval of the supplemental budget resolution provides for a balanced budget for the Downtown Improvement Board for Fiscal Year 2019.

CITY ATTORNEY REVIEW: Yes

8/5/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
Richard Barker, Jr., Chief Financial Officer

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2019-44
- 2) Supplemental Budget Explanation No. 2019-44

PRESENTATION: No

**RESOLUTION
NO. 2019-44**

A RESOLUTION
TO BE ENTITLED:

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

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

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below for the Downtown Improvement Board, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. GENERAL FUND

As Reads:	Bollard Rental	1,500
Amended		
To Read	Bollard Rental	3,900
As Reads:	DPMD Loan Repayment	40,000
Amended		
To Read	DPMD Loan Repayment	2,610
As Reads:	Palafox Market Vendor Payments	74,355
Amended		
To Read	Palafox Market Vendor Payments	75,000
As Reads:	Parking Management Reimbursements	149,246
Amended		
To Read	Parking Management Reimbursements	341,586
As Reads:	Website Membership	400
Amended		
To Read	Website Membership	710
As Reads:	Annual Meeting	2,000
Amended		
To Read	Annual Meeting	160
As Reads:	Arts and Culture	50,000
Amended		
To Read	Arts and Culture	62,610
As Reads:	Bank Charges	4,200
Amended		
To Read	Bank Charges	5,161
As Reads:	Bank Direct Deposit Fee	125
Amended		
To Read	Bank Direct Deposit Fee	0

As Reads:	Board Meetings	2,700
Amended		
To Read	Board Meetings	5,451
As Reads:	Bookkeeping	16,800
Amended		
To Read	Bookkeeping	22,650
As Reads:	Committee Meetings	2,700
Amended		
To Read	Committee Meetings	0
As Reads:	Computer Support/Email Leasing	2,500
Amended		
To Read	Computer Support/Email Leasing	3,319
As Reads:	Dues, Subscriptions & Publications	4,596
Amended		
To Read	Dues, Subscriptions & Publications	3,295
As Reads:	Economic Development	61,000
Amended		
To Read	Economic Development	48,047
As Reads:	Interest Expense	200
Amended		
To Read	Interest Expense	285
As Reads:	Legal Counsel	17,000
Amended		
To Read	Legal Counsel	21,000
As Reads:	Liability Insurance/other	16,000
Amended		
To Read	Liability Insurance/other	43,960
As Reads:	Marketing Consultants	76,000
Amended		
To Read	Marketing Consultants	83,000
As Reads:	Office Equipment	6,500
Amended		
To Read	Office Equipment	4,531
As Reads:	Office Rent	12,360
Amended		
To Read	Office Rent	15,711
As Reads:	Office Supplies	3,200
Amended		
To Read	Office Supplies	2,620
As Reads:	Payroll Administration	3,600
Amended		
To Read	Payroll Administration	0

As Reads:	Postage	1,000
Amended		
To Read	Postage	450
As Reads:	Repair & Maintenance	7,500
Amended		
To Read	Repair & Maintenance	100
As Reads:	Salaries, Benefits & Taxes	147,000
Amended		
To Read	Salaries, Benefits & Taxes	297,626
As Reads:	Telecommunications	13,936
Amended		
To Read	Telecommunications	9,491
As Reads:	Travel & Education	5,000
Amended		
To Read	Travel & Education	1,000
As Reads:	Website Hosting	2,200
Amended		
To Read	Website Hosting	1,500
As Reads:	Website Support	3,000
Amended		
To Read	Website Support	7,000
As Reads:	Farm Visit - Mileage Reimbursement	1,500
Amended		
To Read	Farm Visit - Mileage Reimbursement	250
As Reads:	Market Anniversary Celebration	2,500
Amended		
To Read	Market Anniversary Celebration	730
As Reads:	Market Other/Miscellaneous	2,000
Amended		
To Read	Market Other/Miscellaneous	4,651
As Reads:	Marketing	6,000
Amended		
To Read	Marketing	13,812
As Reads:	Permits/Street Closures	1,400
Amended		
To Read	Permits/Street Closures	1,215
As Reads:	PMkt Credit Card Fees	3,000
Amended		
To Read	PMkt Credit Card Fees	1,500
As Reads:	Portable Toilet Rental	17,595
Amended		
To Read	Portable Toilet Rental	15,180
As Reads:	Ambassador Program Labor	87,360
Amended		
To Read	Ambassador Program Labor	91,033

As Reads:	Communications	3,200
Amended		
To Read	Communications	2,486
As Reads:	Equipment - Capital	15,000
Amended		
To Read	Equipment - Capital	4,289
As Reads:	Equipment R & M	7,000
Amended		
To Read	Equipment R & M	522
As Reads:	Janitorial supplies	5,000
Amended		
To Read	Janitorial supplies	842
As Reads:	Uniforms	4,500
Amended		
To Read	Uniforms	0

B. PARKING FUND

To:	Intendencia Garage	28,491
To:	Platform	56,282
As Reads:	North Palafox Lot	27,000
Amended		
To Read	North Palafox Lot	22,258
As Reads:	Tarragona Street Lot	23,000
Amended		
To Read	Tarragona Street Lot	18,000
As Reads:	Jefferson Garage	395,000
Amended		
To Read	Jefferson Garage	354,627
As Reads:	On Street Dumpster Placement Fees	1,000
Amended		
To Read	On Street Dumpster Placement Fees	530
As Reads:	Parking Fines	180,000
Amended		
To Read	Parking Fines	190,142
As Reads:	Pay Stations	167,000
Amended		
To Read	Pay Stations	169,000
As Reads:	Residential Parking Permits	1,800
Amended		
To Read	Residential Parking Permits	0

As Reads:	Single Space Meters	55,800
Amended		
To Read	Single Space Meters	22,886
To:	Trash Utilities	600
To:	DPMD Rev Shared Expense	36,000
To:	Auto	1,000
To:	Garage Keeper Insurance	23,712
As Reads:	Landfill Fees	1,287
Amended		
To Read	Landfill Fees	500
As Reads:	Republic - Dumpster Service	47,054
Amended		
To Read	Republic - Dumpster Service	48,888
As Reads:	Security Fees	3,000
Amended		
To Read	Security Fees	1,500
As Reads:	Special Events Dumpsters	6,204
Amended		
To Read	Special Events Dumpsters	0
As Reads:	Jefferson Garage CC Fees	9,000
Amended		
To Read	Jefferson Garage CC Fees	4,428
As Reads:	Parking Meter CC Fees	12,000
Amended		
To Read	Parking Meter CC Fees	24,495
As Reads:	Bank Charges	300
Amended		
To Read	Bank Charges	100
As Reads:	Contract Parking Enforcement Services	97,200
Amended		
To Read	Contract Parking Enforcement Services	60,000
As Reads:	Debt Service - DIB Loan	40,000
Amended		
To Read	Debt Service - DIB Loan	2,610
As Reads:	Dues & Subscriptions	2,000
Amended		
To Read	Dues & Subscriptions	1,000
As Reads:	Facility Repairs & Maintenance	85,000
Amended		
To Read	Facility Repairs & Maintenance	138,558

As Reads:	Management Contracts	192,886
Amended		
To Read	Management Contracts	11,041
As Reads:	Marketing/Printing/Research	33,000
Amended		
To Read	Marketing/Printing/Research	71,088
As Reads:	Meter Equipment Maintenance	5,000
Amended		
To Read	Meter Equipment Maintenance	500
As Reads:	Meter Equipment Purchase	48,513
Amended		
To Read	Meter Equipment Purchase	5,000
As Reads:	Overhead Reimbursement	149,346
Amended		
To Read	Overhead Reimbursement	341,686
As Reads:	Pay Station Repairs	5,000
Amended		
To Read	Pay Station Repairs	1,000
As Reads:	Reserved	20,875
Amended		
To Read	Reserved	50,000
As Reads:	Sales Tax	59,000
Amended		
To Read	Sales Tax	40,575
As Reads:	Signage & Striping	14,000
Amended		
To Read	Signage & Striping	18,000
As Reads:	Street/Landscape Improvements	36,000
Amended		
To Read	Street/Landscape Improvements	8,000
As Reads:	Travel & Education	6,000
Amended		
To Read	Travel & Education	2,000
As Reads:	Utilities	15,000
Amended		
To Read	Utilities	7,000

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

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA DOWNTOWN IMPROVEMENT BOARD
SEPTEMBER 2019 SUPPLEMENTAL BUDGET RESOLUTION NO. 2019-44

FUND	AMOUNT	DESCRIPTION
A. GENERAL FUND		
Estimated Revenues:		
Bollard Rental	2,400	Increase estimated revenue from Bollard Rental
DPMD Loan Repayment	(37,390)	Decrease estimated revenue from DPMD Loan Repayment
Palafox Market Vendor Payments	645	Increase estimated revenue from Palafox Market Vendor Payments
Parking Management Reimbursement	192,340	Increase estimated revenue from Parking Management Reimbursement
Website Membership	310	Increase estimated revenue from Website Membership
Total Revenues	<u>158,305</u>	
Appropriations:		
Annual Meeting	(1,840)	Decrease appropriation for Annual Meeting
Arts and Culture	12,610	Increase appropriation for Arts and Culture
Bank Charges	961	Increase appropriation for Bank Charges
Bank Direct Deposit Fee	(125)	Decrease appropriation for Bank Direct Deposit Fee
Board Meetings	2,751	Increase appropriation for Board Meetings
Bookkeeping	5,850	Increase appropriation for Bookkeeping
Committee Meetings	(2,700)	Decrease appropriation for Committee Meetings
Computer Support/Email Leasing	819	Increase appropriation for Computer Support/Email Leasing
Dues, Subscriptions & Publications	(1,301)	Decrease appropriation for Dues, Subscriptions & Publications
Economic Development	(12,953)	Decrease appropriation for Economic Development
Interest Expense	85	Decrease appropriation for Interest Expense
Legal Counsel	4,000	Increase appropriation for Legal Counsel
Liability Insurance/Other	27,960	Increase appropriation for Liability Insurance/Other
Marketing Consultants	7,000	Increase appropriation for Marketing Consultants
Office Equipment	(1,969)	Decrease appropriation for Office Equipment
Office Rent	3,351	Increase appropriation for Office Rent
Office Supplies	(580)	Decrease appropriation for Office Supplies
Payroll Administration	(3,600)	Decrease appropriation for Payroll Administration
Postage	(550)	Decrease appropriation for Postage
Repair & Maintenance	(7,400)	Decrease appropriation for Repair & maintenance
Salaries, Benefits & Taxes	150,626	Increase appropriation for Salaries, Benefits & Taxes
Telecommunications	(4,445)	Decrease appropriation for Telecommunications
Travel & Education	(4,000)	Decrease appropriation for Travel & Education
Website Hosting	(700)	Decrease appropriation for Website Hosting
Website Support	4,000	Increase appropriation for Website Support
Palafox Market Expense		
Farm Visit - Mileage Reimbursement	(1,250)	Decrease appropriation for Farm Visit - Mileage Reimbursement
Market Anniversary Celebration	(1,770)	Decrease appropriation for Market Anniversary Celebration
Market Other/Miscellaneous	2,651	Increase appropriation for Market Other/Miscellaneous
Marketing	7,812	Increase appropriation for Marketing
Permits / Street Closures	(185)	Decrease appropriation for Permits / Street Closures
PMkt Credit Card Fees	(1,500)	Decrease appropriation for PMkt Credit Card Fees
Portable Toilet Rental	(2,415)	Decrease appropriation for Portable Toilet Rental

THE CITY OF PENSACOLA DOWNTOWNN IMPROVEMENT BOARD
SEPTEMBER 2019 SUPPLEMENTAL BUDGET RESOLUTION NO. 2019-44

FUND	AMOUNT	DESCRIPTION
Ambassador Program Expense		
Ambassador Program Labor	3,673	Increase appropriation for Ambassador Program Labor
Communications	(714)	Decrease appropriation for Communications
Equipment - Capital	(10,711)	Decrease appropriation for Equipment - Capital
Equipment R&M	(6,478)	Decrease appropriation for Equipment R&M
Janitorial Supplies	(4,158)	Decrease appropriation for Janitorial Supplies
Uniforms	(4,500)	Decrease appropriation for Uniforms
Total Appropriations	<u>158,305</u>	
B. PARKING FUND		
Estimated Revenues:		
North Palafox Lot	(4,742)	Decrease estimated revenue from North Palafox Lot
Tarragona Street Lot	(5,000)	Decrease estimated revenue from Tarragona Street Lot
Sub-Total DPMD Parking Lot Revenue	<u>(9,742)</u>	
Intendencia Garage	28,491	Appropriate estimated revenue from Intendencia Garage
Jefferson Garage	(40,373)	Decrease estimated revenue from Jefferson Garage
Platform	56,282	Appropriate estimated revenue from Platform
Sub-Total DPMD Parking Garage Revenue	<u>44,400</u>	
On Street Dumpster Placement Fees	(470)	Decrease estimated revenue from On Street Dumpster Placement Fees
Parking Fines	10,142	Increase estimated revenue from Parking Fines
Pay Stations	2,000	Increase estimated revenue from Pay Stations
Residential Parking Permits	(1,800)	Decrease estimated revenue from Residential Parking Permits
Single Space Meters	(32,914)	Decrease estimated revenue from Single Space Meters
Sub-Total DPMD Parking Meter / Fines Revenue	<u>(23,042)</u>	
Total Revenues	<u>11,616</u>	
Appropriations:		
Landfill Fees	(787)	Decrease appropriation for Landfill Fees
Republic - Dumpster Service	1,834	Increase appropriation for Republic - Dumpster Service
Security Fees	(1,500)	Decrease appropriation for Security Fees
Special Events Dumpsters	(6,204)	Decrease appropriation for Special Events Dumpsters
Trash Utilities	600	Appropriate funding for Trash Utilities
Sub-Total Trash Expense	<u>(6,057)</u>	
DPMD Rev Shared Expense	36,000	Appropriate funding for DPMD Rev Shared Expense
Jefferson Garage CC Fees	(4,572)	Decrease appropriation for Jefferson Garage CC Fees
Parking Meter CC Fees	12,495	Increase appropriation for Parking Meter CC Fees
Sub-Total DPMD Credit Card / Fees Expense	<u>43,923</u>	
Auto	1,000	Appropriate funding for Auto
Bank Charges	(200)	Decrease appropriation for Bank Charges
Contract Parking Enforcement Services	(37,200)	Decrease appropriation for Contract Parking Enforcement Services
Debt Service - DIB Loan	(37,390)	Decrease appropriation for Debt Service - DIB Loan
Dues & Subscriptions	(1,000)	Decrease appropriation for Dues & Subscriptions
Facility Repairs & Maintenance	53,558	Increase appropriation for Facility Repairs & Maintenance
Garage Keeper Insurance	23,712	Appropriate funding for Garage Keeper Insurance
Management Contracts	(181,845)	Decrease appropriation for Management Contracts
Marketing/Printing/Research	38,088	Increase appropriation for Marketing/Printing/Research
Meter Equipment Maintenance	(4,500)	Decrease appropriation for Meter Equipment Maintenance
Meter Equipment Purchase	(43,513)	Decrease appropriation for Meter Equipment Purchase
Overhead Reimbursement	192,340	Increase appropriation for Overhead Reimbursement
Pay Station Repairs	(4,000)	Decrease appropriation for Pay Station Repairs
Reserved	29,125	Increase appropriation for Reserved
Sales Tax	(18,425)	Decrease appropriation for Sales Tax
Signage & Striping	4,000	Increase appropriation for Signage & Striping
Street/Landscape Improvements	(28,000)	Decrease appropriation for Street/Landscape Improvements
Travel & Education	(4,000)	Decrease appropriation for Travel & Education
Utilities	(8,000)	Decrease appropriation for Utilities
Sub-Total DPMD G&A	<u>(26,250)</u>	
Total Appropriations	<u>11,616</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2019-48

City Council

9/12/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2019-48 - AMENDING THE FISCAL YEAR 2019 BUDGET

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2019-48.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

In order to maintain a balanced budget, supplemental budget resolutions require approval by City Council during the course of a fiscal year. The attached resolution includes budget adjustments for Fiscal Year 2019 that require Council Action.

General Fund related budget adjustments include increases or decreases in estimated revenues from various sources that result in a net increase in estimated revenues. Offsetting the increases in revenues are changes to the Allocated Overhead/(Cost Recovery) based on the most recent Full Cost Allocation Study.

The Transfer to the Stormwater Capital Projects Fund was decreased as a result of decreased revenues within the Stormwater Utility Fund. Offsetting the decrease in the Stormwater Capital Projects Fund is a decrease in Grant Match Funding ensuring no existing projects would be affected. In Fiscal Years 2017 and 2018 the Escambia County Tax Collector increased the fees associated with the collection of non-ad valorem special assessments. Additionally at the end of Fiscal Year 2018, certain properties owned by the Airport were determined to qualify for a credit to the Stormwater Utility Fee. Therefore, less than anticipated revenue has been collected.

In Fiscal Year 2008, Inspection Services was moved out from the General Fund and into its own

Special Revenue Fund. This allowed those revenues to be isolated and used only for the purpose allowed for Inspection Services. However, soon after that, the Great Recession occurred reducing the amount of building activity within the City, thus, reducing Inspection Services Revenues. During Fiscal Year 2009 through Fiscal Year 2011, transfers totaling \$450,000 from the General Fund to the Inspection Services Fund occurred allowing Inspection Services to continue operations during that time. Included in this Supplemental Budget Resolution is a transfer of \$450,000 from the Inspection Services Fund to the General Fund as repayment of those transfers.

On June 13, 2019, City Council approved a Real Property Exchange Agreement with the YMCA exchanging the City-Owned property next to the Vickrey Center with the YMCA owned property on Langley Avenue. Based on the appraised value of \$520,000, Sale of Assets within the General Fund have been increased and is offset by a transfer from the General Fund to the Local Option Sales Tax Fund in the same amount. The \$520,000 has been appropriated for the Soccer Complex Project within the Local Option Sales Tax Fund to account for the purchase of the YMCA property.

An additional \$30,000 transfer from the General Fund to the Golf Course Fund has been made due to decreased revenues at the Osceola Golf course.

Within the Special Grants Fund, appropriations have been made to recognize grant revenues and expenditures that have occurred throughout the fiscal year.

Revenue of \$105,124 has been budgeted with the Law Enforcement Trust Fund based on receipts and will be placed into Fund Balance.

Revenues from the Local Option Sales Tax are greater than anticipated in the Beginning Fiscal Year 2019 Budget and the excess amount has been placed into Fund Balance. The increased revenue amount is the amount reflected for Fiscal Year 2019 in the Fiscal Year 2020 Proposed Budget.

Revenues within the Airport Fund were greater than anticipated and have been adjusted based on actual revenues received. The excess amount will be placed into Fund Balance.

On the Unencumbered Carryover Resolution adopted by City Council in November 2018, balances remaining in Capital Outlay for Technology Resources were carried forward to Fiscal Year 2019. However, as purchases were made, there were some that did not qualify for Capital and were charged to Operating Expenses. Therefore, appropriations have been shifted from Capital Outlay to Operating Expenses.

On May 10, 2018 City Council adopted a resolution amending their Financial Planning and Administration Policy indicating their desire to provide a separate line item for salary increases for non-union employees. As outlined in the Financial Planning and Administration Policy, those amounts appropriated in budget line items for salary increases must remain as adopted unless changed by a supplemental budget resolution. The Fiscal Year 2019 Budget included a separate line item appropriation entitled "9196 - Salary Increases (Non-Union)". Pay increases for non-union employees were effective October 1, 2018. Included in this supplemental budget resolution is a transfer from 9196 - Salary Increases (Non-Union) to 9111 - Salaries where the expenses were charged.

PRIOR ACTION:

September 19, 2018 - City Council formally adopted a beginning FY 2019 Budget on Budget Resolution No. 18-40.

November 8, 2018 - City Council approved Supplemental Budget Resolution No. 18-48 covering purchase orders payable.

November 8, 2018 - City Council approved Supplemental Budget Resolution No. 18-50 covering unencumbered carryovers.

December 13, 2018 - City Council approved Supplemental Budget Resolution No. 18-62 covering unencumbered carryovers.

FUNDING:

N/A

FINANCIAL IMPACT:

All appropriations of City funds in the supplemental budget resolution are covered by fund balances, shifts in expenses, or changes in revenues. Approval of the supplemental budget resolution provides for a balanced budget for Fiscal Year 2019. A final supplemental budget resolution for Fiscal Year 2019 will be brought before City Council at the November 10, 2019 City Council Meeting once final revenues are received.

CITY ATTORNEY REVIEW: Yes

8/14/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
Richard Barker, Jr., Chief Financial Officer

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2019-48
- 2) Supplemental Budget Explanation No. 2019-48

PRESENTATION: No

**RESOLUTION
NO. 2019-48**

**A RESOLUTION
TO BE ENTITLED:**

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

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

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. GENERAL FUND

To:	Swimming Pool Fees	4,455
To:	Transfer In From Inspection Services Fund	450,000
As Reads: Amended	Beverage License Rebate	100,000
To Read	Beverage License Rebate	118,904
As Reads: Amended	Current Ad Valorem Taxes	15,429,000
To Read	Current Ad Valorem Taxes	15,655,210
As Reads: Amended	Delinquent Ad Valorem Taxes	30,000
To Read	Delinquent Ad Valorem Taxes	33,816
As Reads: Amended	ESDSB/School Resource Officer	185,500
To Read	ESDSB/School Resource Officer	315,344
As Reads: Amended	Federal Payment In Lieu of Taxes - AHC	17,000
To Read	Federal Payment In Lieu of Taxes - AHC	19,430
As Reads: Amended	Franchise Fees - Electricity	5,850,100
To Read	Franchise Fees - Electricity	5,629,700
As Reads: Amended	Franchise Fees - Natural Gas	915,000
To Read	Franchise Fees - Natural Gas	985,000

As Reads:	Gas Rebate on Municipal Vehicles	12,000
Amended		
To Read	Gas Rebate on Municipal Vehicles	14,788
As Reads:	Half-Cent Sales Tax	4,978,700
Amended		
To Read	Half-Cent Sales Tax	5,000,000
As Reads:	Local Business Tax	910,000
Amended		
To Read	Local Business Tax	928,894
As Reads:	Local Business Tax - Penalty	10,000
Amended		
To Read	Local Business Tax - Penalty	14,701
As Reads:	Miscellaneous Charges For Services	40,000
Amended		
To Read	Miscellaneous Charges For Services	40,334
As Reads:	Miscellaneous Fines	5,000
Amended		
To Read	Miscellaneous Fines	6,484
As Reads:	Mobile Home License Rebate	11,000
Amended		
To Read	Mobile Home License Rebate	11,510
As Reads:	Public Services Tax - ECUA	1,156,800
Amended		
To Read	Public Services Tax - ECUA	1,190,000
As Reads:	Public Services Tax - Electricity	6,307,200
Amended		
To Read	Public Services Tax - Electricity	6,205,500
As Reads:	Public Services Tax - Miscellaneous	25,000
Amended		
To Read	Public Services Tax - Miscellaneous	28,800
As Reads:	Public Services Tax - Natural Gas	715,000
Amended		
To Read	Public Services Tax - Natural Gas	830,500
As Reads:	Sale of Assets	50,000
Amended		
To Read	Sale of Assets	621,030
As Reads:	State Revenue Sharing - Motor Fuel Tax	548,700
Amended		
To Read	State Revenue Sharing - Motor Fuel Tax	543,600

As Reads:	State Revenue Sharing - Sales Tax	1,760,000
Amended		
To Read	State Revenue Sharing - Sales Tax	1,807,200
As Reads:	State Street Light Maintenance	312,700
Amended		
To Read	State Street Light Maintenance	358,200
As Reads:	State Traffic Signal Maintenance	333,100
Amended		
To Read	State Traffic Signal Maintenance	346,235
1) Mayor		
As Reads:	Allocated Overhead/(Cost Recovery)	(694,900)
Amended		
To Read	Allocated Overhead/(Cost Recovery)	(751,100)
2) City Council		
As Reads:	Allocated Overhead/(Cost Recovery)	(377,500)
Amended		
To Read	Allocated Overhead/(Cost Recovery)	(410,000)
3) City Clerk		
As Reads:	Allocated Overhead/(Cost Recovery)	(110,900)
Amended		
To Read	Allocated Overhead/(Cost Recovery)	(144,400)
4) Legal		
As Reads:	Allocated Overhead/(Cost Recovery)	(235,400)
Amended		
To Read	Allocated Overhead/(Cost Recovery)	(270,400)
5) Human Resources		
As Reads:	Allocated Overhead/(Cost Recovery)	(293,400)
Amended		
To Read	Allocated Overhead/(Cost Recovery)	(342,200)
6) Financial Services		
As Reads:	Allocated Overhead/(Cost Recovery)	(1,539,600)
Amended		
To Read	Allocated Overhead/(Cost Recovery)	(1,555,000)
7) Parks & Recreation		
As Reads:	Allocated Overhead/(Cost Recovery)	(9,200)
Amended		
To Read	Allocated Overhead/(Cost Recovery)	(7,600)
8) Public Works		
As Reads:	Allocated Overhead/(Cost Recovery)	(298,200)
Amended		
To Read	Allocated Overhead/(Cost Recovery)	(293,400)

9) Transfers Out

To:	Transfer to Local Option Sales Tax Fund	520,000
As Reads:	Transfer to Golf Fund	220,000
Amended		
To Read	Transfer to Golf Fund	250,000
As Reads:	Transfer to Stormwater Capital Projects Fund	2,775,000
Amended		
To Read	Transfer to Stormwater Capital Projects Fund	2,712,582

B. HOUSING INITIATIVES FUND - GENERAL FUND

To:	Sale of Assets	43,900
As Reads:	Operating Expenses	6,181
Amended		
To Read	Operating Expenses	50,081

C. SPECIAL GRANTS FUND

As Reads:	Federal Grant Revenue	1,694,982
Amended		
To Read	Federal Grant Revenue	1,725,620
As Reads:	Miscellaneous Revenue	1,212,856
Amended		
To Read	Miscellaneous Revenue	1,407,179
As Reads:	Operating Expenses	825,652
Amended		
To Read	Operating Expenses	1,050,613

D. LOCAL OPTION GASOLINE TAX FUND

As Reads:	Allocated Overhead/(Cost Recovery)	43,700
Amended		
To Read	Allocated Overhead/(Cost Recovery)	31,900

E. COMMUNITY REDEVELOPMENT AGENCY FUND

As Reads:	Operating Expense	5,326,552
Amended		
To Read	Operating Expense	5,334,052
As Reads:	Allocated Overhead/(Cost Recovery)	191,400
Amended		
To Read	Allocated Overhead/(Cost Recovery)	183,900

F. STORMWATER UTILITY FUND

As Reads:	Stormwater Utility Fees	2,770,000
Amended		
To Read	Stormwater Utility Fees	2,707,582
As Reads:	Operating Expenses	934,003
Amended		
To Read	Operating Expenses	856,585
As Reads:	Allocated Overhead/(Cost Recovery)	294,900
Amended		
To Read	Allocated Overhead/(Cost Recovery)	309,900

G. LAW ENFORCEMENT TRUST FUND

To:	Charges for Services	105,124
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H. GOLF FUND

As Reads:	Advertising	7,500
Amended		
To Read	Advertising	0
As Reads:	Green Fees	292,400
Amended		
To Read	Green Fees	287,800
As Reads:	Tournaments	54,900
Amended		
To Read	Tournaments	37,000
As Reads:	Transfer In From General fund	220,000
Amended		
To Read	Transfer In From General fund	250,000

I. EASTSIDE TIF FUND

As Reads:	Operating Expenses	314,348
Amended		
To Read	Operating Expenses	316,448
As Reads:	Allocated Overhead/(Cost Recovery)	17,000
Amended		
To Read	Allocated Overhead/(Cost Recovery)	14,900

J. INSPECTION SERVICES FUND

	Fund Balance	450,000
To:	Transfer to General Fund	450,000
As Reads:	Operating Expenses	359,318
Amended		
To Read	Operating Expenses	335,318
As Reads:	Allocated Overhead/(Cost Recovery)	203,600
Amended		
To Read	Allocated Overhead/(Cost Recovery)	227,600

K. WESTSIDE TIF FUND

As Reads:	Operating Expenses	35,889
Amended		
To Read	Operating Expenses	36,489
As Reads:	Allocated Overhead/(Cost Recovery)	8,600
Amended		
To Read	Allocated Overhead/(Cost Recovery)	8,000

L. LOCAL OPTION SALES TAX FUND

To:	Transfer In From General Fund	520,000
As Reads:	Local Option Sales Tax	8,068,400
Amended		
To Read	Local Option Sales Tax	8,950,300
As Reads:	Capital Outlay	12,406,913
Amended		
To Read	Capital Outlay	12,926,913

M. STORMWATER CAPITAL PROJECTS FUND

As Reads:	Transfer from General Fund	2,775,000
Amended		
To Read	Transfer from General Fund	2,712,582
As Reads:	Capital Outlay	5,667,756
Amended		
To Read	Capital Outlay	5,589,738
As Reads:	Allocated Overhead/(Cost Recovery)	199,600
Amended		
To Read	Allocated Overhead/(Cost Recovery)	215,200

N. GAS UTILITY FUND

As Reads:	Operating Expenses	33,783,108
Amended		
To Read	Operating Expenses	33,707,408
As Reads:	Allocated Overhead/(Cost Recovery)	1,272,800
Amended		
To Read	Allocated Overhead/(Cost Recovery)	1,348,500

O. SANITATION FUND

As Reads:	Operating Expenses	3,542,866
Amended		
To Read	Operating Expenses	3,518,366
As Reads:	Allocated Overhead/(Cost Recovery)	499,800
Amended		
To Read	Allocated Overhead/(Cost Recovery)	524,300

P. PORT FUND

As Reads:	Operating Expenses	1,077,138
Amended		
To Read	Operating Expenses	1,097,438
As Reads:	Allocated Overhead/(Cost Recovery)	137,100
Amended		
To Read	Allocated Overhead/(Cost Recovery)	116,800

Q. AIRPORT FUND

To:	RON Ramp	80,000
To:	ST Ground Lease	260,000
As Reads:	Advertising	90,000
Amended		
To Read	Advertising	180,000
As Reads:	Air Carrier Landing Fees	1,000,000
Amended		
To Read	Air Carrier Landing Fees	520,000
As Reads:	Airport Parking	5,300,000
Amended		
To Read	Airport Parking	6,200,000
As Reads:	Apron Area Rentals	520,000
Amended		
To Read	Apron Area Rentals	900,000
As Reads:	Cargo Landing Fees	80,000
Amended		
To Read	Cargo Landing Fees	52,000

As Reads:	Commercial Property Rentals	190,000
Amended		
To Read	Commercial Property Rentals	300,000
As Reads:	Fixed Base Operations	165,000
Amended		
To Read	Fixed Base Operations	210,000
As Reads:	Gift Shop	250,000
Amended		
To Read	Gift Shop	325,000
As Reads:	Hangar Rentals	350,000
Amended		
To Read	Hangar Rentals	80,000
As Reads:	Interest Income	60,000
Amended		
To Read	Interest Income	150,000
As Reads:	Loading Bridge Fees	300,000
Amended		
To Read	Loading Bridge Fees	550,000
As Reads:	Miscellaneous Revenue	50,000
Amended		
To Read	Miscellaneous Revenue	158,200
As Reads:	Rental Cars	3,400,000
Amended		
To Read	Rental Cars	4,200,000
As Reads:	Restaurant and Lounge	530,000
Amended		
To Read	Restaurant and Lounge	670,000
As Reads:	Taxi Permits	110,000
Amended		
To Read	Taxi Permits	180,000
As Reads:	TSA Terminal Rental	210,000
Amended		
To Read	TSA Terminal Rental	180,000
As Reads:	Operating Expenses	14,407,764
Amended		
To Read	Operating Expenses	14,305,264
As Reads:	Allocated Overhead/(Cost Recovery)	570,600
Amended		
To Read	Allocated Overhead/(Cost Recovery)	673,100

R. CENTRAL SERVICES FUND

1) Technology Resources

As Reads:	Operating Expenses	1,156,635
Amended		
To Read	Operating Expenses	1,422,582
As Reads:	Capital Outlay	495,675
Amended		
To Read	Capital Outlay	229,728

S. ALL FUNDS

As Reads:	9111 - Salaries	35,461,792
Amended		
To Read	9111 - Salaries	36,009,692
As Reads:	9196 - Salary Increases (Non-Union)	547,900
Amended		
To Read	9196 - Salary Increases (Non-Union)	0

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

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA
SEPTEMBER 2019 SUPPLEMENTAL BUDGET RESOLUTION NO. 2019-48

FUND	AMOUNT	DESCRIPTION
A. GENERAL FUND		
Estimated Revenues:		
Beverage License Rebate	18,904	Increase estimated revenue from Beverage License Rebates
Current Ad Valorem Taxes	226,210	Increase estimated revenue from Current Ad Valorem Taxes
Delinquent Ad Valorem Taxes	3,816	Increase estimated revenue from Delinquent Ad Valorem Taxes
ECDSB/School Resource Officer	129,844	Increase estimated revenue from ECDSB/School Resource Officer
Federal Payment in Lieu of Taxes-AHC	2,430	Increase estimated revenue from Fed Pyt in Lieu Taxes-AHC
Franchise Fees - Electricity	(220,400)	Decrease estimated revenue from Franchise Fees - Electricity
Franchise Fees - Natural Gas	70,000	Increase estimated revenue from Franchise Fees - Natural Gas
Gas Rebate on Municipal Vehicles	2,788	Increase estimated revenue from Gas Rebate on Municipal Vehicles
Half-Cent Sales Tax	21,300	Increase estimated revenue from Half-Cent Sales Tax
Local Business Tax	18,894	Increase estimated revenue from Local Business Tax
Local Business Tax - Penalty	4,701	Increase estimated revenue from Local Business Tax Penalty
Miscellaneous Charges For Services	334	Increase estimated revenue from Miscellaneous Charges For Services
Miscellaneous Fines	1,484	Increase estimated revenue from Miscellaneous Fines
Mobile Home License Rebate	510	Increase estimated revenue from Mobile Home License Rebates
Public Services Tax - ECUA	33,200	Increase estimated revenue from Public Service Taxes - ECUA
Public Services Tax - Electricity	(101,700)	Decrease estimated revenue from Public Service Taxes - Electricity
Public Services Tax - Miscellaneous	3,800	Increase estimated revenue from Public Service Taxes - Miscellaneous
Public Services Tax - Natural Gas	115,500	Increase estimated revenue from Public Service Taxes - Natural Gas
Sale of Assets	51,030	Increase estimated Revenue from Sale of Assets
Sale of Assets	520,000	Increase estimated Revenue from Sale of Assets (YMCA Land Swap)
State Revenue Sharing - Motor Fuel Tax	(5,100)	Decrease estimated revenue from State Revenue Sharing -Motor Fuel Tax
State Revenue Sharing - Sales Tax	47,200	Increase estimated revenue from State Revenue Sharing -Sales Tax
State Street Light Maintenance	45,500	Increase estimated revenue from State Street Light Maintenance
State Traffic Signal Maintenance	13,135	Increase estimated revenue from State Traffic Signal Maintenance
Swimming Pool Fees	4,455	Appropriate estimated revenue from Swimming Pool Fees
Transfer In From Inspection Services Fund	450,000	Appropriate funding for Transfer In From Inspection Services Fund
Total Revenues	<u>1,457,835</u>	
Fund Balance	<u>(1,185,253)</u>	Decrease Appropriated Fund Balance
Total Revenues and Fund Balance	<u><u>272,582</u></u>	
Appropriations:		
(1) Mayor		
Allocated Overhead/(Cost Recovery)	(56,200)	Adjust appropriation for Allocated Overhead/(Cost Recovery)
(2) City Council		
Allocated Overhead/(Cost Recovery)	(32,500)	Adjust appropriation for Allocated Overhead/(Cost Recovery)
(3) City Clerk		
Allocated Overhead/(Cost Recovery)	(33,500)	Adjust appropriation for Allocated Overhead/(Cost Recovery)
(4) Legal		
Allocated Overhead/(Cost Recovery)	(35,000)	Adjust appropriation for Allocated Overhead/(Cost Recovery)
(5) Human Resources		
Allocated Overhead/(Cost Recovery)	(48,800)	Adjust appropriation for Allocated Overhead/(Cost Recovery)
(6) Financial Services		
Allocated Overhead/(Cost Recovery)	(15,400)	Adjust appropriation for Allocated Overhead/(Cost Recovery)

THE CITY OF PENSACOLA
SEPTEMBER 2019 SUPPLEMENTAL BUDGET RESOLUTION NO. 2019-48

FUND	AMOUNT	DESCRIPTION
(7) Parks & Recreation		
Allocated Overhead/(Cost Recovery)	1,600	Adjust appropriation for Allocated Overhead/(Cost Recovery)
(8) Public Works		
Allocated Overhead/(Cost Recovery)	4,800	Adjust appropriation for Allocated Overhead/(Cost Recovery)
(9) Transfers Out		
Transfer to Golf Fund	30,000	Increase appropriation for Transfer to Golf Fund
Transfer to Local Option Sales Tax Fund	520,000	Appropriate estimated revenue from Transfer to Local Option Sales Tax Fund (YMCA Land Swap)
Transfer to Stormwater Capital Projects Fund	(62,418)	Decrease appropriation for Transfer to Stormwater Capital Projects Fund
Total Appropriations	<u>272,582</u>	
B. HOUSING INITIATIVES FUND - GENERAL FUND		
Estimated Revenues:		
Sale of Assets	43,900	Appropriate estimated revenue from Sale of Assets
Total Estimated Revenues	<u>43,900</u>	
Appropriations:		
Operating Expenses	43,900	Increase appropriation for Operating Expenses
Total Appropriations	<u>43,900</u>	
C. SPECIAL GRANTS FUND		
Estimated Revenues:		
Federal Grants	30,638	Increase estimated revenue from Federal Grants
Miscellaneous Revenue	194,323	Increase estimated revenue from Miscellaneous Revenue
Total Estimated Revenues	<u>224,961</u>	
Appropriations:		
Operating Expenses	224,961	Increase appropriation for Operating Expenses
Total Appropriations	<u>224,961</u>	
D. LOCAL OPTION GASOLINE TAX FUND		
Fund Balance	<u>(11,800)</u>	Decrease appropriated Fund Balance
Appropriations:		
Allocated Overhead/(Cost Recovery)	(11,800)	Adjust appropriation for Allocated Overhead/(Cost Recovery)
Total Appropriations	<u>(11,800)</u>	
E. COMMUNITY REDEVELOPMENT AGENCY FUND		
Appropriations:		
Operating Expenses	7,500	Increase appropriation for Operating Expenses
Allocated Overhead/(Cost Recovery)	(7,500)	Adjust appropriation for Allocated Overhead/(Cost Recovery)
Total Appropriations	<u>0</u>	

THE CITY OF PENSACOLA
SEPTEMBER 2019 SUPPLEMENTAL BUDGET RESOLUTION NO. 2019-48

FUND	AMOUNT	DESCRIPTION
F. STORMWATER UTILITY FUND		
Estimated Revenues:		
Stormwater Utility Fees	(62,418)	Decrease estimated revenue from Stormwater Utility Fees
Total Estimated Revenues	<u>(62,418)</u>	
Appropriations:		
Operating Expenses	(77,418)	Increase appropriation for Operating Expenses
Allocated Overhead/(Cost Recovery)	15,000	Adjust appropriation for Allocated Overhead/(Cost Recovery)
Total Estimated Revenues	<u>(62,418)</u>	
G. LAW ENFORCEMENT TRUST FUND		
Estimated Revenues		
Charges for Services	105,124	Appropriate estimated revenue from Charges for Services - Court Related
Total Estimated Revenues	<u>105,124</u>	
Fund Balance	(105,124)	Decrease appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	<u>0</u>	
H. GOLF FUND		
Estimated Revenues		
Advertising	(7,500)	Decrease estimated revenue form Advertising
Green Fees	(4,600)	Decrease estimated revenue from Green Fees
Tournaments	(17,900)	Decrease estimated revenue from Tournaments
Transfer in From General Fund	30,000	Increase estimated revenue from Transfer In From General Fund
Total Estimated Revenues	<u>0</u>	
I. EASTSIDE TIF FUND		
Appropriations		
Operating Expenses	2,100	Increase appropriation for Operating Expenses
Allocated Overhead/(Cost Recovery)	(2,100)	Adjust appropriation for Allocated Overhead/(Cost Recovery)
Total Appropriations	<u>0</u>	
J. INSPECTION SERVICES FUND		
Fund Balance	<u>450,000</u>	Increase appropriated Fund Balance
Appropriations		
Operating Expenses	(24,000)	Decrease appropriation for Operating Expense
Transfer to General Fund	450,000	Appropriate funding for Transfer to General Fund (FY's 2009 - 2011)
Allocated Overhead/(Cost Recovery)	24,000	Adjust appropriation for Allocated Overhead/(Cost Recovery)
Total Appropriations	<u>450,000</u>	
K. WESTSIDE TIF FUND		
Appropriations		
Operating Expenses	600	Increase appropriation for Operating Expenses
Allocated Overhead/(Cost Recovery)	(600)	Adjust appropriation for Allocated Overhead/(Cost Recovery)
Total Appropriations	<u>0</u>	

THE CITY OF PENSACOLA
SEPTEMBER 2019 SUPPLEMENTAL BUDGET RESOLUTION NO. 2019-48

FUND	AMOUNT	DESCRIPTION
L. LOCAL OPTION SALES TAX FUND		
Estimated Revenues		
Local Option Sales Tax	881,900	Increase estimated revenue from Local Option Sales Tax
Transfer In From General Fund	520,000	Appropriate estimated revenue from Transfer In From General Fund (YMCA Land Swap)
Total Estimated Revenues	<u>1,401,900</u>	
Fund Balance	(881,900)	Decrease appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	<u><u>520,000</u></u>	
Appropriations		
Capital Outlay	520,000	Increase appropriation for Capital Outlay (Soccor Complex - YMCA Land Swap)
Total Appropriations	<u><u>520,000</u></u>	
M. STORMWATER CAPITAL PROJECTS FUND		
Estimated Revenues		
Transfer in From General Fund	(62,418)	Decrease estimated revenue from Transfer In From General Fund
Total Estimated Revenues	<u><u>(62,418)</u></u>	
Appropriations		
Capital Outlay	(78,018)	Decrease appropriation for Capital Outlay (Grant Match Funding)
Allocated Overhead/(Cost Recovery)	15,600	Adjust appropriation for Allocated Overhead/(Cost Recovery)
Total Appropriations	<u><u>(62,418)</u></u>	
N. GAS UTILITY FUND		
Appropriations:		
Operating Expenses	(75,700)	Decrease appropriation for Operating Expenses
Allocated Overhead/(Cost Recovery)	75,700	Adjust appropriation for Allocated Overhead/(Cost Recovery)
Total Appropriations	<u><u>0</u></u>	
O. SANITATION FUND		
Appropriations:		
Operating Expenses	(24,500)	Increase appropriation for Operating Expenses
Allocated Overhead/(Cost Recovery)	24,500	Adjust appropriation for Allocated Overhead/(Cost Recovery)
Total Appropriations	<u><u>0</u></u>	
P. PORT FUND		
Appropriations:		
Operating Expenses	20,300	Increase appropriation for Operating Expenses
Allocated Overhead/(Cost Recovery)	(20,300)	Adjust appropriation for Allocated Overhead/(Cost Recovery)
Total Appropriations	<u><u>0</u></u>	

THE CITY OF PENSACOLA
SEPTEMBER 2019 SUPPLEMENTAL BUDGET RESOLUTION NO. 2019-48

FUND	AMOUNT	DESCRIPTION	
Q. AIRPORT FUND			
Estimated Revenues:			
Advertising	90,000	Increase estimated revenue from Advertising	
Air Carrier Landing Fees	(480,000)	Decrease estimated revenue from Air Carrier Landing Fees	
Airport Parking	900,000	Increase estimated revenue from Airport Parking	
Apron Area Rentals	380,000	Increase estimated revenue from Apron Area Rentals	
Cargo Landing Fees	(28,000)	Decrease estimated revenue from Cargo Landing Fees	
Commercial Properties Rentals	110,000	Increase estimated revenue from Commercial Properties Rentals	
Fixed Base Operations	45,000	Increase estimated revenue from Fixed Base Operations	
Gift Shop	75,000	Increase estimated revenue from Gift Shop	
Hangar Rentals	(270,000)	Decrease estimated revenue from Hangar Rentals	
Interest Income	90,000	Increase estimated revenue from Interest Income	
Loading Bridge Fees	250,000	Increase estimated revenue from Loading Bridge Fees	
Miscellaneous Revenue	108,200	Increase estimated revenue from Miscellaneous Revenue	
Rental Cars	800,000	Increase estimated revenue from Rental Cars	
Restaurant and Lounge	140,000	Increase estimated revenue from Restaurant and Lounge	
RON Ramp	80,000	Appropriate estimated revenue from RON Ramp	
ST Ground Lease	260,000	Appropriate estimated revenue from ST Ground Lease	
Taxi Permits	70,000	Increase estimated revenue from Taxi Permits	
TSA Terminal Rental	(30,000)	Decrease estimated revenue from TSA Terminal Rental	
Total Estimated Revenues	<u>2,590,200</u>		
Fund Balance	(2,590,200)	Decrease appropriated Fund Balance	
Total Estimated Revenues and Fund Balance	<u><u>0</u></u>		
Appropriations:			
Operating Expenses	(102,500)	Decrease appropriation for Operating Expenses	
Allocated Overhead/(Cost Recovery)	<u>102,500</u>	Adjust appropriation for Allocated Overhead/(Cost Recovery)	
Total Appropriations	<u><u>0</u></u>		
R. CENTRAL SERVICES FUND			
Appropriations:			
1) Technology Resources			0
Operating Expense	265,947	Increase appropriation for Operating Expenses	
Capital Outlay	(265,947)	Decrease appropriation for Capital Outlay	
Total Appropriations	<u><u>0</u></u>		
S. ALL FUNDS			
Appropriations:			
9111 - Salaries	547,900	Transfer From 9196 - Salary Increases (Non-Union)	
9196 - Salary Increases (Non-Union)	(547,900)	Transfer To 9111 - Salaries	
Total Appropriations	<u><u>0</u></u>		



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-19

City Council

9/12/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 26-19 CREATING SECTION 7-12 OF THE CODE OF THE CITY OF PENSACOLA - DOCKLESS SHARED MICROMOBILITY DEVICES PILOT PROGRAM ORDINANCE

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 26-19 on second reading.

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA CREATING CHAPTER 7-12 OF THE CODE OF THE CITY OF PENSACOLA TO REGULATE A DOCKLESS SHARED MICROMOBILITY DEVICE PILOT PROGRAM; PROVIDING FOR PURPOSE AND APPLICABILITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR A PILOT PROGRAM FOR SHARED MICROMOBILITY DEVICES ON PUBLIC RIGHTS-OF-WAYS; PROVIDING FOR THE VENDORS' RESPONSIBILITIES AND OBLIGATIONS IN OPERATING A SHARED MICROMOBILITY DEVICE SYSTEM; PROVIDING FOR SHARED MICROMOBILITY DEVICE SPECIFICATIONS; PROVIDING FOR THE OPERATION AND PARKING OF A SHARED MICROMOBILITY DEVICE; PROVIDING FOR IMPOUNDMENT OR REMOVAL OR RELOCATION BY THE CITY; PROVIDING FOR ENFORCEMENT, FEES AND PENALTIES; PROVIDING AN APPEAL PROCESS; PROVIDING FOR INDEMNIFICATION AND INSURANCE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Prior to state statutes changing in June 2019, dockless shared micromobility devices (scooters) were only permitted to operate on private property unless permitted otherwise by ordinance. (FS 316.008 "Power of authorities"). All Florida "scooter ordinances" with the exception of Tallahassee were

created and adopted prior to the law change.

HB 453 was passed and resulted in the following changes:

- The new law references FS 316.008 “powers of authorities” and states that this new law does not prevent local governments from adopting an ordinance that “governs the operation of micromobility devices and motorized scooters on streets, highways, sidewalks, and sidewalk areas.”
- “Motorized scooter” definition was changed to include any vehicle or micromobility device that is powered by a motor and now also includes those having a seat or saddle. The maximum speed capability used to define motorized scooters was decreased from 30 to 20 mph.
- “Micromobility device” was added under FS 316.003 which creates a specific definition for any motorized transportation device (including motorized scooters) that is rented via an online app and is not capable of traveling at a speed greater than 20 miles per hour.
- Motorized scooters and micromobility devices are not required to be registered as vehicles or maintain insurance.
- Riders on motorized scooters and micromobility devices are not required to have a driver’s license.
- Motorized scooter and micromobility devices are excluded from the definition of “motor vehicle” FS 320.01.
- The new law grants the operators of these micromobility devices all of the same rights and duties of bicycle riders.

Bicycle rules (316.2065) (“rights and duties”) as applied to micromobility devices and motorized scooters:

- Scooters are not permitted on interstate highways. FS 316.091 remains unchanged in that bicycles, motor-driven cycles (etc.) are not permitted on interstate highways where these devices by their very design are “incompatible with the safe and expedient movement of traffic.”
- “Bicycle regulations” (FS 316.2065) contains the laws regarding overtaking, passing, number of riders, safety equipment, etc. that now applies to riders of micromobility devices and motorized scooters in addition to bicycle riders.
- Helmets are only required to be worn by riders less than 16 years old.

The statutory power granted to local governments in FS 316.008 as would relate to scooter use includes the following:

- Restrict use of streets
- Regulate the operation of bicycles
- Enact an ordinance to permit scooters on sidewalks and / or bike paths and if such an ordinance is enacted the maximum speed permitted on sidewalks cannot exceed 15 mph.
- Unless authorized by an ordinance as authorized in 316.008 (power of local authorities) FS 316.1995 remains unchanged in that a person may not drive any "vehicle" other than by human power upon a bicycle path, sidewalk or sidewalk area.

The City desires to consider an ordinance allowing and regulating a franchise agreement for the commercial rentals of Micro Mobility Devices; consistent with Florida Uniform Traffic Control Law, compliant with the Americans with Disabilities Act and other federal and state regulations. Micro Mobility Devices may also include dockless shared motorized scooters and could include e-bicycles and electronic ride hail/sharing services.

City Staff, the City Attorney's Office and Office of the Mayor have researched and drafted a proposed ordinance to regulate and express the City's intent for instituting a Micro Mobility Device Pilot Program. The program is designed to ensure public safety, minimize negative impacts on the public rights-of-way, and analyze data in a controlled setting. The program will inform the City on future consideration of procuring one or more micro mobility franchises, or other modes of dockless shared motorized transportation, as a more permanent alternative transportation program.

Many city and local government programs were evaluated including: Miami, Miami Beach, Coral Gables, Tallahassee, Sarasota, Fort Lauderdale and Tampa. Also reviewed was the new State Law CS/CS/HB 453, Micro mobility Devices, effective June 18 when approved by the Governor. The new law authorizes local governments to regulate operation of micro mobility devices and provides that the operator has all the rights and duties applicable to bicycles.

PRIOR ACTION:

August 8, 2019 - The City Council voted to approve revised Proposed Ordinance No. 26-19 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

7/26/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
Keith Wilkins, Deputy City Administrator
Sherry Morris, Planning Administrator

ATTACHMENTS:

- 1) Proposed Ordinance No. 26-19
- 2) MicroMobility Map Proposed Franchise and Excluded Areas
- 3) Revised Clean Version: Passed on 1st Reading
- 4) Revised Strike Through & Underline: 1st Reading

PRESENTATION: No

PROPOSED
ORDINANCE NO. 26-19

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA CREATING CHAPTER 7-12 OF THE CODE OF THE CITY OF PENSACOLA TO REGULATE A DOCKLESS SHARED MICROMOBILITY DEVICE PILOT PROGRAM; PROVIDING FOR PURPOSE AND APPLICABILITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR A PILOT PROGRAM FOR SHARED MICROMOBILITY DEVICES ON PUBLIC RIGHTS-OF-WAYS; PROVIDING FOR THE VENDORS' RESPONSIBILITIES AND OBLIGATIONS IN OPERATING A SHARED MICROMOBILITY DEVICE SYSTEM; PROVIDING FOR SHARED MICROMOBILITY DEVICE SPECIFICATIONS; PROVIDING FOR THE OPERATION AND PARKING OF A SHARED MICROMOBILITY DEVICE; PROVIDING FOR IMPOUNDMENT OR REMOVAL OR RELOCATING BY THE CITY; PROVIDING FOR ENFORCEMENT, FEES AND PENALTIES; PROVIDING APPELLATE RIGHTS; PROVIDING FOR INDEMNIFICATION AND INSURANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 166.041, Florida Statutes, provides for procedures for the adoption of ordinances and resolutions by municipalities; and

WHEREAS, the City of Pensacola ("City") is subject to the Florida Uniform Traffic Control Laws; and

WHEREAS, the Florida Uniform Traffic Control Law allows municipalities to enact ordinances to permit, control or regulate the operation of vehicles, golf carts, mopeds, micromobility devices, and electric personal assistive mobility devices on sidewalks or sidewalk areas when such use is permissible under federal law as long as such vehicles are restricted to a maximum speed of 15 miles per hour. *Section 316.008(7)(a), Florida Statutes*; and

WHEREAS, the City strives to keep the City rights-of-ways compliant with the Americans with Disabilities Act (ADA), and other federal and state regulations, and is committed to keeping the City accessible for the mobility challenged; and

WHEREAS, the regulated and permitted operation of dockless shared micromobility devices is recognized as an alternative means of personal transportation; and

WHEREAS, dockless shared micromobility devices left unattended and parked or leaned on walls or left on sidewalks creates a hazard to pedestrians and individuals needing access and maneuverability for ADA mobility devices; and

WHEREAS, the City has a significant interest in ensuring the public safety and order in promoting the free flow of pedestrian traffic on streets and sidewalks; and

WHEREAS, the City desires to study the impacts of dockless shared micromobility devices; and

WHEREAS, the City Council on [REDACTED], authorized the City to engage in a 12 month pilot program to permit, control and regulate the use of dockless shared micromobility devices on sidewalks and sidewalk areas within the City; and

WHEREAS, Chapter 11-4 of the City Code of the City of Pensacola provides standards relating to the regulation of City rights-of-way; and

WHEREAS, the City's intent for instituting the Pilot Program is to ensure public safety, minimize negative impacts on the public rights-of-way, and analyze data in a controlled setting to inform the City on whether to engage a future procurement process for a dockless shared micromobility device program, or other modes of dockless shared transportation, as a permanent transportation program;

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

SECTION 1. Chapter 7-12, providing for a Dockless Shared Micromobility Device Pilot Program is hereby created to read as follows:

Section 7-12-1. - Establishment of Dockless Shared Micromobility Device Pilot Program.

The purpose of this Chapter is to establish, permit and regulate a Dockless Shared Micromobility Device Pilot Program in the City of Pensacola. The provisions of this Chapter shall apply to the Dockless Shared Micromobility Device Pilot Program and Dockless Shared Micromobility Devices. For the purpose of this Chapter, the applicant, managing agent or Vendor, and owner shall be jointly and severally liable for complying with the provisions of this Chapter, the operating agreement and permit.

SECTION 2. Chapter 7-12-2 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Section 7-12-2 - Definitions.

For purposes of this Chapter, the following words and phrases, when used in this Chapter, shall have the meanings respectively ascribed to them in this section. The definitions in F.S. Ch. 316 apply to this Chapter and are hereby incorporated by reference.

Dockless Shared Micromobility Device (Micromobility Device) means a Micromobility Device made available for shared use or rent to individuals on a short-term basis for a price or fee.

Dockless Shared Micromobility Device System means a system generally, in which Dockless Shared Micromobility Devices are made available for shared use or rent to individuals on a short-term basis for a price or fee.

Geofencing means the use of GPS or RFID technology to create a virtual geographic boundary, enabling software to trigger a response when a mobile device enters or leaves a particular area.

Micromobility Device shall have the meaning ascribed to it in Section 316.003, Florida Statutes, as amended. Micromobility Device(s) are further defined as a vehicle that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground.

Pedestrian means people utilizing Sidewalks, Sidewalk Area or Rights-of-way on foot and shall include people using wheelchairs or other ADA-compliant devices.

Rebalancing means the process by which shared Micromobility Devices, or other devices, are redistributed to ensure their availability throughout a service area and to prevent excessive buildup of Micromobility Devices or other similar devices.

Relocate or Relocating or Removal means the process by which the City moves the Micromobility Device and either secures it at a designated location or places it at a proper distribution point.

Rights-of-way means land in which the City owns the fee or has an easement devoted to or required for use as a Transportation Facility and may lawfully grant access pursuant to applicable law, and includes the surface, the air space over the surface and the area below the surface of such rights-of-way.

Service Area means the geographical area within the City where the Vendor is authorized to offer Shared Micromobility Device service for its users/customers as defined by the Pilot Program Operating Agreement and Permit.

Sidewalk means that portion of a street between the curb line, or the lateral line, of a roadway and the adjacent property lines, intended for use by pedestrians.

Sidewalk Area(s) includes trail in the area of a sidewalk, as well as the sidewalk

and may be a median strip or a strip of vegetation, grass or bushes or trees or street furniture or a combination of these between the curb line of the roadway and the adjacent property.

User means a person who uses a digital network in order to obtain a Micromobility Device from a Vendor.

Vendor means any entity that owns, operates, redistributes, or rebalances Micromobility Devices, and deploys a Shared Micromobility Device System within the City.

SECTION 3. Chapter 7-12-3 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Section 7-12-3. - Pilot Program for Shared Micromobility Devices on Public Rights-of- Way; Establishment; Criteria.

(a) The City hereby establishes a 12 month Shared Micromobility Device Pilot Program for the operation of shared micromobility devices on Sidewalks and Sidewalk Areas within the City limits.

(b) It is anticipated the Pilot Program will commence on January 1, 2020, or on such other date as directed by the City Council ("Commencement Date"), and will terminate 12 months after the Commencement Date.

(c) Shared Micromobility Devices shall not be operated in the City unless a Vendor has entered into a fully executed Operating License Agreement and permit ("Pilot Program Operating Agreement and Permit") with the City. The Mayor or his/her designee is authorized to develop, and execute, the Pilot Program Operating Agreement and Permit and any other documents related to the Pilot Program.

(d) If two or more Shared Micromobility Devices from a Vendor, without a valid Pilot Program Operating Agreement and Permit with the City, are found at a particular location within the City, it will be presumed that they have been deployed by that Vendor, and it will be presumed the Vendor is in violation of this Chapter and the Shared Micromobility Devices are subject to impoundment.

(e) A Vendor shall apply to participate in the Pilot Program. The City shall select up to two (2) Vendors to participate in the Pilot Program, unless otherwise directed by the City Council.

(f) No more than a total of five hundred (500) Micromobility Devices, distributed equally among the Vendors selected to participate in the Pilot Program, or as directed by the Mayor or his/her designee, will be permitted to operate within the City during the Pilot Program. Micromobility Devices that are impounded or removed by the City shall count towards the maximum permitted Micromobility Devices authorized within the City.

(g) Once selected as a Pilot Program participant, a Vendor shall submit a one time, non-

refundable permit fee of \$500.00, prior to entering into the Pilot Program Operating Agreement and Permit, which shall be used to assist with offsetting costs to the City related to administration and enforcement of this Chapter and the Pilot Program.

(h) In addition to the non-refundable permit fee set forth herein, prior to entering into the Pilot Program Operating Agreement and Permit, a Vendor shall remit to the City a one-time, non-refundable fee in the amount of \$100.00 per device deployed by the Vendor.

(i) Prior to entering into a Pilot Program Operating Agreement and Permit, a Vendor shall, at their own expense, obtain and file with the City a performance bond in the amount of no less than \$10,000.00. The performance bond shall serve to guarantee proper performance under the requirements of this Chapter and the Pilot Program Operating Agreement and Permit; restore damage to the City's Rights-of-way; and secure and enable City to recover all costs or fines permitted under this Chapter if the Vendor fails to comply with such costs or fines. The performance bond must name the City as Obligee and be conditioned upon the full and faithful compliance by the Vendor with all requirements, duties and obligations imposed by this Chapter and the Pilot Program Operating Agreement and Permit. The performance bond shall be in a form acceptable to the City and must be issued by a surety having an A.M. Best A-VII rating or better and duly authorized to do business in the State of Florida. The City's right to recover under the performance bond shall be in addition to all other rights of the City, whether reserved in this Chapter, or authorized by other law, and no action, proceeding or exercise of a right with respect to the performance bond will affect or preclude any other right the City may have. Any proceeds recovered under the performance bond may be used to reimburse the City for such additional expenses as may be incurred by the City as a result of the failure of the Vendor to comply with the responsibilities imposed by this Chapter, including, but not limited to, attorney's fees and costs of any action or proceeding and the cost to Relocate any Micromobility Device and any unpaid violation fines.

(j) The Pilot Program Operating Agreement and Permit will be effective for a 12 month period and will automatically expire at the end of the 12 month period, unless extended, or otherwise modified, by the City Council. Upon expiration of the Pilot Program, Vendors shall immediately cease operations and, within two (2) business days of the expiration of the Pilot Program, Vendors shall remove all Micromobility Devices from the City, unless otherwise directed by the City Council. Failure to remove all Micromobility Devices within the two (2) business day timeframe, may result in the impoundment of the Micromobility Devices and the Vendor will have to pay applicable fees to recover the Micromobility Devices from impound in accordance with this Chapter.

(k) In the event the Pilot Program is extended, or otherwise modified, by the City Council, the Pilot Program Operating Agreement and Permit may be extended consistent with such City Council direction.

(l) Upon expiration of the Pilot Program, Micromobility Devices shall not be permitted to operate within the City until and unless the City Council adopts an ordinance authorizing the same.

SECTION 4. Chapter 7-12-4 of the Code of the City of Pensacola, Florida, is

hereby created to read as follows:

Section 7-12-4. - Operation of a Dockless Shared Micromobility Device System – Vendors' Responsibilities and Obligations; Micromobility Device Specifications.

- (a) The Vendor of a Shared Micromobility Device System is responsible for maintenance of each shared Micromobility Device.
- (b) The Micromobility Device shall be restricted to a maximum speed of 15 miles per hour within the City.
- (c) Each Micromobility Device shall prominently display the Vendor's company name and contact information, which may be satisfied by printing the company's Uniform Resource Locator (URL) or providing a code to download the company's mobile application.
- (d) Vendors must comply with all applicable local, state and federal regulations and laws.
- (e) Vendors must provide to the City an emergency preparedness plan that details where the Micromobility Devices will be located and the amount of time it will take to secure all Micromobility Devices once a tropical storm or hurricane warning has been issued by the National Weather Service. The Vendor must promptly secure, all Micromobility Devices within 12 hours of an active tropical storm warning or hurricane warning issued by the National Weather Service. Following the tropical storm or hurricane, the City will notify the Vendor when, and where, it is safe to redistribute the Micromobility Devices within the City.
- (f) Micromobility Devices that are inoperable/damaged, improperly parked, blocking ADA accessibility or do not comply with this Chapter must be removed by the Vendor within one hour upon receipt of the complaint. An inoperable or damaged Micromobility Device is one that has non-functioning features or is missing components. A Micromobility Device that is not removed within this timeframe is subject to impoundment and any applicable impoundment fees, code enforcement fines, or penalties.
- (g) Vendors shall provide the City with data as required in the Pilot Program Operating Agreement and Permit.
- (h) Vendors must provide details on how users can utilize the Micromobility Device without a smartphone.
- (i) Vendors must Rebalance the Micromobility Devices daily based on the use within each service area as defined by the Pilot Program Operating Agreement and Permit to prevent excessive buildup of units in certain locations.
- (j) The Vendor's mobile application and website must inform users of how to safely and

legally ride a Micromobility Device.

(k) The Vendor's mobile application must clearly direct users to customer support mechanisms, including but not limited to phone numbers or websites. The Vendor must provide a staffed, toll-free Customer Service line which must provide support 24 hours per day, 365 days per year.

(l) The Vendor must provide a direct customer service or operations staff contact to City Department staff.

(m) All Micromobility Devices shall comply with the lighting standards set forth in Section 316.2065(7), Florida Statutes, as may be amended or revised, which requires a reflective front white light visible from a distance of at least 500 feet and a reflective rear red light visible from a distance of at least 600 feet.

(n) All Micromobility Devices shall be equipped with GPS, cell phone or a comparable technology for the purpose of tracking.

(o) All Micromobility Devices must include a kickstand capable of keeping the unit upright when not in use.

(p) The only signage allowed on a Micromobility Device is to identify the Vendor. Third-party advertising is not allowed on any Micromobility Device.

(q) The Mayor or his/her designee, at their discretion, may create Geofenced areas where the Micromobility Devices shall not be utilized or parked. The Vendor must have the technology available to operate these requirements upon request.

(r) The Mayor or his/her designee, at their discretion, may create designated parking zones (i.e., bike corrals) in certain areas where the Micromobility Devices shall be parked.

SECTION 5. Chapter 7-12-5 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Section 7-12-5. - Operation and Parking of a Micromobility Device.

(a) The riding and operating of Micromobility/Scooter Devices is permissible upon all Sidewalks, Sidewalk Areas and other areas a bicycle may legally travel, located within City limits, except those areas listed below and where prohibited by official posting or as designated in this Chapter or the Pilot Program Operating Agreement and Permit.

(b) Micromobility/Scooter devices are prohibited from operating or parking at all times on streets, sidewalks, bike paths or sidewalk street areas on Palafox Street between Wright and Pine Streets.

(c) Micromobility/Scooter devices are prohibited from operating at all times on sidewalks

along Belmont Street between Gregory and Cervantes Streets.

(d) A User of a Micromobility/ScooterDevice has all the rights and duties applicable to the rider of a bicycle under Section 316.2065, Florida Statutes, except the duties imposed by Sections 316.2065(2), (3)(b) and (3)(c), which by their nature do not apply to Micromobility/ScooterDevices.

(e) Micromobility/ScooterDevices shall be restricted to a maximum speed of 15 miles per hour.

(f) A User operating a Micromobility/ScooterDevice upon and along a Sidewalk, Sidewalk Area, or across a roadway upon and along a crosswalk, has all the rights and duties applicable to a bicyclist under the same circumstances and shall yield the right-of-way to any Pedestrian and shall give an audible signal before overtaking and passing such Pedestrian.

(g) A User operating a Micromobility/ScooterDevice must comply with all applicable local, state and federal laws.

(h) Use of public sidewalks for parking Micromobility/ScooterDevices must not:

- (i) Adversely affect the streets or sidewalks
- (ii) Inhibit pedestrian movement
- (iii) Inhibit the ingress and egress of vehicles parked on- or off-street
- (iv) Create conditions which are a threat to public safety and security
- (v) Prevent a minimum four (4) foot pedestrian clear path
- (vi) Impede access to existing docking stations, if applicable
- (vii) Impede loading zones, handicap accessible parking zone or other facilities specifically designated for handicap accessibility, on-street parking spots, curb ramps, business or residential entryways, driveways, travel lanes, bicycle lanes or be within 15 feet of a fire hydrant.
- (viii) Violate Americans with Disabilities Act (ADA) accessibility requirements.

SECTION 6. Chapter 7-12-6 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Section 7-12-6. - Impoundment; Removal or Relocating by the City.

(a) Any shared Micromobility Device that is inoperable/damaged, improperly parked, blocking ADA accessibility, does not comply with this Chapter or are left unattended on public property, including Sidewalks, Sidewalk Areas, Rights-of-way and parks, may be impounded, removed, or relocated by the City. A shared rental Micromobility Device is not considered unattended if it is secured in a designated parking area, rack (if applicable), parked correctly or in another location or device intended for the purpose of securing such device.

(b) Any Micromobility Device that is displayed, offered, made available for rent in the City

by a Vendor without a valid Pilot Program Operating Agreement and Permit with the City is subject to impoundment or Removal by the City and will be subject to applicable impoundment fees or removal fines as specified in this Chapter.

(c) The City may, but is not obligated, to Remove or Relocate a Micromobility Device that is in violation of this Chapter. A Vendor shall pay a \$75.00 fee per device that is Removed or Relocated by the City.

(d) Impoundment shall be done in accordance with F.S. § 713.78. The Vendor shall be solely responsible for all expenses, towing fees and costs required by the towing company to retrieve any impounded Micromobility Device(s). The Vendor of a Micromobility Device impounded under this Chapter will be subject to all liens and terms described under F.S. § 713.78, in addition to payment of all applicable penalties, costs, fines or fees that are due in accordance with this Chapter and applicable local, state and federal law.

SECTION 7. Chapter 7-12-7 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Section 7-12-7. -Operation of a Shared Micromobility Device Program–Enforcement, Fees, Fines and Penalties.

(a) The City reserves the right to revoke any Pilot Program Operating Agreement and Permit, if there is a violation of this Chapter, the Pilot Program Operating Agreement and Permit, public health, safety or general welfare, or for other good and sufficient cause as determined by the City in its sole discretion.

(b) Violations of this Chapter shall be enforced as non-criminal infractions of City ordinances.

(c) Violations of Operating a Shared Micromobility Device System without a valid fully executed Pilot Program Operating Agreement and Permit, shall be fined \$250.00 per day for an initial offense, and \$500.00 per day for any repeat offenses within thirty (30) days of the last offense by the same Vendor. Each day of non-compliance shall be a separate offense.

(d) Violations of this Chapter or of the Pilot Program Operating Agreement and Permit shall be fined at \$100.00 per device per day for an initial offense, and \$200.00 per device per day for any repeat offenses within thirty (30) days of the last same offense by the same Vendor. Each day of non-compliance shall be a separate offense.

(e) In addition to any other applicable code enforcement fines, the following fees, costs and fines shall apply to Vendors:

- | | | |
|-----|--------------------------|--------------------------|
| (i) | Pilot Program Permit Fee | \$50.00 – non-refundable |
|-----|--------------------------|--------------------------|

(ii)	Performance Bond	\$10,000.00 minimum
(iii)	One time per unit fee	\$100 per unit - non-refundable
(iv)	Removal or Relocation by the City	\$ 75.00 per device the City Fee
(v)	Operating Without a Valid Operating Agreement & Permit Fine	\$250 per day; \$500 per day for second offense
(vi)	Permit Violation Fine	\$100.00 per device per day; \$200 per device per day for second offense

(f) A Vendor is subject, at the discretion of the Mayor or his/her designee, to a fleet size reduction or total Pilot Program Operating Agreement and Permit revocation should the following occur:

- (i) If the violations of the regulations set forth in this Chapter are not addressed in a timely manner or;
- (ii) 15 unaddressed violations of the regulations set forth by this Chapter within a 30 day period;
- (iii) Submission of inaccurate or fraudulent data.

(g) In the event of violation fines being assessed as specified herein or a Pilot Program Operating Agreement and Permit revocation, the Mayor or his/her designee, or designee, shall provide written notice of the violation fines or revocation via certified mail or other method agreed upon in the operating user agreement, informing the Vendor of the violation fines or revocation.

SECTION 8. Chapter 7-12-8 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Section 7-12-8. - Appeal Rights.

(a) Vendors who have been subject to imposition of violation fines pursuant to Section 13-2-2 or a Pilot Program Operating Agreement and Permit revocation may appeal the imposition of violation fines or the revocation. Should a Vendor seek an appeal from the imposition of violation fines or the Pilot Program Operating Agreement and Permit revocation, the Vendor shall furnish notice of such request for appeal to the City Code Enforcement Board no later than ten (10) business days, after the date of mailing, of the certified letter informing the Vendor of the imposition of violation fines or revocation of the Pilot Program Operating Agreement and Permit.

(b) Upon receipt of a request for appeal, a hearing shall be scheduled and conducted by

the Special Magistrate in accordance with the authority and hearing procedures set forth in the Section 13-1-6. The hearing shall be conducted at the next regular meeting date of the Code Enforcement Board or other regular meeting date of the Code Enforcement Board as agreed between the City and the Vendor.

(c) Findings of fact shall be based upon a preponderance of the evidence and shall be based exclusively on the evidence of record and on matters officially recognized.

(d) The Special Magistrate shall render a final order within thirty (30) calendar days after the hearing concludes, unless the Parties waive the time requirement. The final order shall contain written findings of fact, conclusions of law, and a recommendation to approve, approve with conditions or deny the decision subject to appeal. A copy of the final order shall be provided to the Parties by certified mail or, upon mutual agreement of the Parties, by electronic communication.

(e) A Vendor may challenge the final order by an appeal filed in accordance with Florida law with the circuit court no later than thirty (30) days following rendition of the final decision or in any court having jurisdiction.

SECTION 9. Chapter 7-12-9 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Section 7-12-9. - Indemnification and Insurance.

(a) As a condition of the Pilot Program Operating Agreement and Permit, the Vendor agrees to indemnify, hold harmless and defend the City, its representatives, employees, and elected and appointed officials, from and against all ADA accessibility and any and all liability, claims, damages, suits, losses, and expenses of any kind, including reasonable attorney's fees and costs for appeal, associated with or arising out of, or from the Pilot Program Operating Agreement and Permit, the use of right-of-way or city-owned property for Pilot Program operations or arising from any negligent act, omission or error of the Vendor, owner or, managing agent, its agents or employees or from failure of the Vendor, its agents or employees, to comply with each and every requirement of this Ordinance, the Pilot Program Operating Agreement and Permit or with any other federal, state, or local traffic law or any combination of same.

(b) Prior to commencing operation in the Pilot Program, the Vendor shall provide and maintain such liability insurance, property damage insurance and other specified coverages in amounts and types as determined by the City and contained in the Pilot Program Operating Agreement and Permit, necessary to protect the City its representatives, employees, and elected and appointed officials, from all claims and damage to property or bodily injury, including death, which may arise from any aspect of the Pilot Program or its operation.

(c) A Vendor shall include language in their User agreement that requires, to the fullest extent permitted by law, the User to fully release, indemnify and hold harmless the City.

(d) In addition to the requirements set forth herein, the Vendor shall provide any additional insurance coverages in the specified amounts and comply with any revised indemnification provision specified in the Pilot Program Operating Agreement and Permit.

(e) The Vendor shall provide proof of all required insurance prior to receiving a fully executed Pilot Program Operating Agreement and Permit.

SECTION 10. 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 11. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 12. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.



Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

Proposed Micro Mobility Device Franchise and Exclusion Areas

-  Franchise Area
-  Exclusion Areas

**N Devilliers St
from Jackson St to Gregory St
only sidewalks excluded**

**Palafox St
from Wright St to Main St
sidewalks and street excluded**

**Veterans Memorial Park
excluded**

0 0.15 0.3 Miles

Date: 7/2/2019



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

PENSACOLA
FLORIDA'S FIRST & FUTURE

PROPOSED
ORDINANCE NO. 26-19

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA CREATING CHAPTER 7-12 OF THE CODE OF THE CITY OF PENSACOLA TO REGULATE A DOCKLESS SHARED MICROMOBILITY DEVICE PILOT PROGRAM; PROVIDING FOR PURPOSE AND APPLICABILITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR A PILOT PROGRAM FOR SHARED MICROMOBILITY DEVICES ON PUBLIC RIGHTS-OF-WAYS; PROVIDING FOR THE VENDORS' RESPONSIBILITIES AND OBLIGATIONS IN OPERATING A SHARED MICROMOBILITY DEVICE SYSTEM; PROVIDING FOR SHARED MICROMOBILITY DEVICE SPECIFICATIONS; PROVIDING FOR THE OPERATION AND PARKING OF A SHARED MICROMOBILITY DEVICE; PROVIDING FOR IMPOUNDMENT OR REMOVAL OR RELOCATION BY THE CITY; PROVIDING FOR ENFORCEMENT, FEES AND PENALTIES; PROVIDING AN APPEAL PROCESS; PROVIDING FOR INDEMNIFICATION AND INSURANCE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Uniform Traffic Control Law allows municipalities to enact ordinances to permit, control or regulate the operation of vehicles, golf carts, mopeds, micromobility devices, and electric personal assistive mobility devices on sidewalks or sidewalk areas when such use is permissible under federal law as long as such vehicles are restricted to a maximum speed of 15 miles per hour. *Section 316.008(7)(a), Florida Statutes*; and

WHEREAS, the City strives to keep the City rights-of-ways compliant with the Americans with Disabilities Act (ADA), and other federal and state regulations, and is committed to keeping the City accessible for the mobility challenged; and

WHEREAS, the regulated and permitted operation of dockless shared micromobility devices is recognized as an alternative means of personal transportation; and

WHEREAS, dockless shared micromobility devices left unattended and parked or leaned on walls or left on sidewalks creates a hazard to pedestrians and individuals needing access and maneuverability for ADA mobility devices; and

WHEREAS, the City has a significant interest in ensuring the public safety and order in promoting the free flow of pedestrian traffic on streets and sidewalks; and

WHEREAS, the City desires to study the impacts of dockless shared micromobility devices; and

WHEREAS, the City Council authorizes the City to engage in a 12-month pilot program to permit, control and regulate the use of dockless shared micromobility devices on sidewalks and sidewalk areas within the City to begin on January 1, 2020; and

WHEREAS, Chapter 11-4 of the City Code of the City of Pensacola provides standards relating to the regulation of City rights-of-way; and

WHEREAS, the City's intent for instituting the Pilot Program is to ensure public safety, minimize negative impacts on the public rights-of-way, and analyze data in a controlled setting to inform the City on whether to engage a future procurement process for a dockless shared micromobility device program, or other modes of dockless shared transportation, as a permanent transportation program,

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

SECTION 1. Section 7-12-1 of Chapter 7-12, providing for a Dockless Shared Micromobility Device Pilot Program is hereby created to read as follows:

Section 7-12-1. - Establishment of Dockless Shared Micromobility Device Pilot Program.

The purpose of this Chapter is to establish, permit and regulate a Dockless Shared Micromobility Device Pilot Program in the City of Pensacola. The provisions of this Chapter shall apply to the Dockless Shared Micromobility Device Pilot Program and Dockless Shared Micromobility Devices. For the purpose of this Chapter, the applicant, managing agent or Vendor, and owner shall be jointly and severally liable for complying with the provisions of this Chapter, the operating agreement and permit.

SECTION 2. Section 7-12-2 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Section 7-12-2 - Definitions.

For purposes of this Chapter, the following words and phrases, when used in this Chapter, shall have the meanings respectively ascribed to them in this section. The definitions in F.S. Ch. 316 apply to this Chapter and are hereby incorporated by reference.

Dockless Shared Micromobility Device (Micromobility Device) means a Micromobility Device made available for shared use or rent to individuals on a short-term basis for a price or fee.

Dockless Shared Micromobility Device System means a system generally, in which Dockless Shared Micromobility Devices are made available for shared use or rent to individuals on a short-term basis for a price or fee.

Geofencing means the use of GPS or RFID technology to create a virtual geographic boundary, enabling software to trigger a response when a mobile device enters or leaves a particular area.

Micromobility Device shall have the meaning ascribed to it in Section 316.003, Florida Statutes, as amended. Micromobility Device(s) are further defined as a vehicle that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground.

Motorized Scooter means any vehicle or micromobility device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground.

Pedestrian means people utilizing Sidewalks, Sidewalk Area or Rights-of-way on foot and shall include people using wheelchairs or other ADA-compliant devices.

Rebalancing means the process by which shared Micromobility Devices, or other devices, are redistributed to ensure their availability throughout a service area and to prevent excessive buildup of Micromobility Devices or other similar devices.

Relocate or Relocating or Removal means the process by which the City moves the Micromobility Device and either secures it at a designated location or places it at a proper distribution point.

Rights-of-way means land in which the City owns the fee or has an easement devoted to or required for use as a Transportation Facility and may lawfully grant access pursuant to applicable law, and includes the surface, the air space over the surface and the area below the surface of such rights-of-way.

Service Area means the geographical area within the City where the Vendor is authorized to offer Shared Micromobility Device service for its users/customers as defined by the Pilot Program Operating Agreement and Permit.

Sidewalk means that portion of a street between the curb line, or the lateral line, of a roadway and the adjacent property lines, intended for use by pedestrians.

Sidewalk Area(s) includes trail in the area of a sidewalk, as well as the sidewalk and may be a median strip or a strip of vegetation, grass or bushes or trees or street furniture or a combination of these between the curb line of the roadway and the adjacent property.

User means a person who uses a digital network in order to obtain a Micromobility

Device from a Vendor.

Vendor means any entity that owns, operates, redistributes, or rebalances Micromobility Devices, and deploys a Shared Micromobility Device System within the City.

SECTION 3. Section 7-12-3 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Section 7-12-3. - Pilot Program for Shared Micromobility Devices on Public Rights-of- Way; Establishment; Criteria.

(a) The City hereby establishes a 12 month Shared Micromobility Device Pilot Program for the operation of shared micromobility devices on Sidewalks and Sidewalk Areas within the City limits.

(b) It is anticipated the Pilot Program will commence on January 1, 2020, or on such other date as directed by the City Council ("Commencement Date"), and will terminate 12 months after the Commencement Date.

(c) Shared Micromobility Devices shall not be operated in the City unless a Vendor has entered into a fully executed Operating License Agreement and permit ("Pilot Program Operating Agreement and Permit") with the City. The Mayor is authorized to develop, and execute, the Pilot Program Operating Agreement and Permit and any other documents related to the Pilot Program.

(d) If two or more Shared Micromobility Devices from a Vendor, without a valid Pilot Program Operating Agreement and Permit with the City, are found at a particular location within the City, it will be presumed that they have been deployed by that Vendor, and it will be presumed the Vendor is in violation of this Chapter and the Shared Micromobility Devices are subject to impoundment.

(e) A Vendor shall apply to participate in the Pilot Program. The Mayor shall select up to two (2) Vendors to participate in the Pilot Program, unless otherwise directed by the City Council.

(f) No more than a total of five hundred (500) Micromobility Devices, distributed equally among the Vendors selected to participate in the Pilot Program, or as directed by the Mayor, will be permitted to operate within the City during the Pilot Program. Micromobility Devices that are impounded or removed by the City shall count towards the maximum permitted Micromobility Devices authorized within the City.

(g) Once selected as a Pilot Program participant, a Vendor shall submit a one time, non-refundable permit fee of \$500.00, prior to entering into the Pilot Program Operating Agreement and Permit, which shall be used to assist with offsetting costs to the City related to administration and enforcement of this Chapter and the Pilot Program.

(h) In addition to the non-refundable permit fee set forth herein, prior to entering into the Pilot Program Operating Agreement and Permit, a Vendor shall remit to the City a one-time, non- refundable fee in the amount of \$100.00 per device deployed by the Vendor.

(i) Prior to entering into a Pilot Program Operating Agreement and Permit, a Vendor shall, at its own expense, obtain and file with the City a performance bond in the amount of no less than \$10,000.00. The performance bond shall serve to guarantee proper performance under the requirements of this Chapter and the Pilot Program Operating Agreement and Permit; restore damage to the City's Rights-of-way; and secure and enable City to recover all costs or fines permitted under this Chapter if the Vendor fails to comply with such costs or fines. The performance bond must name the City as Obligee and be conditioned upon the full and faithful compliance by the Vendor with all requirements, duties and obligations imposed by this Chapter and the Pilot Program Operating Agreement and Permit. The performance bond shall be in a form acceptable to the City and must be issued by a surety having an A.M. Best A-VII rating or better and duly authorized to do business in the State of Florida. The City's right to recover under the performance bond shall be in addition to all other rights of the City, whether reserved in this Chapter, or authorized by other law, and no action, proceeding or exercise of a right with respect to the performance bond will affect or preclude any other right the City may have. Any proceeds recovered under the performance bond may be used to reimburse the City for such additional expenses as may be incurred by the City as a result of the failure of the Vendor to comply with the responsibilities imposed by this Chapter, including, but not limited to, attorney's fees and costs of any action or proceeding and the cost to Relocate any Micromobility Device and any unpaid violation fines.

(j) The Pilot Program Operating Agreement and Permit will be effective for a 12 month period and will automatically expire at the end of the 12 month period, unless extended, or otherwise modified, by the City Council. Upon expiration of the Pilot Program, Vendors shall immediately cease operations and, within two (2) business days of the expiration of the Pilot Program, Vendors shall remove all Micromobility Devices from the City, unless otherwise directed by the Mayor. Failure to remove all Micromobility Devices within the two (2) business day timeframe, may result in the impoundment of the Micromobility Devices and the Vendor will have to pay applicable fees to recover the Micromobility Devices from impound in accordance with this Chapter.

(k) In the event the Pilot Program is extended, or otherwise modified by the City Council, the Pilot Program Operating Agreement and Permit may be extended consistent with such direction.

(l) Upon expiration of the Pilot Program, Micromobility Devices shall not be permitted to operate within the City until and unless the City Council adopts an ordinance authorizing the same.

SECTION 4. Section 7-12-4 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Section 7-12-4. - Operation of a Dockless Shared Micromobility Device System – Vendors' Responsibilities and Obligations; Micromobility Device Specifications.

(a) The Vendor of a Shared Micromobility Device System is responsible for maintenance

of each shared Micromobility Device.

(b) The Micromobility Device shall be restricted to a maximum speed of 15 miles per hour within the City.

(c) Each Micromobility Device shall prominently display the Vendor's company name and contact information, which may be satisfied by printing the company's Uniform Resource Locator (URL) or providing a code to download the company's mobile application.

(d) Vendors must comply with all applicable local, state and federal regulations and laws.

(e) Vendors must provide to the City an emergency preparedness plan that details where the Micromobility Devices will be located and the amount of time it will take to secure all Micromobility Devices once a tropical storm or hurricane warning has been issued by the National Weather Service. The Vendor must promptly secure, all Micromobility Devices within 12 hours of an active tropical storm warning or hurricane warning issued by the National Weather Service. Following the tropical storm or hurricane, the City will notify the Vendor when, and where, it is safe to redistribute the Micromobility Devices within the City.

(f) Micromobility Devices that are inoperable/damaged, improperly parked, blocking ADA accessibility or do not comply with this Chapter must be removed by the Vendor within one hour upon receipt of a complaint. An inoperable or damaged Micromobility Device is one that has non-functioning features or is missing components. A Micromobility Device that is not removed within this timeframe is subject to impoundment and any applicable impoundment fees, code enforcement fines, or penalties.

(g) Vendors shall provide the City with data as required in the Pilot Program Operating Agreement and Permit.

(h) Vendors must provide details on how users can utilize the Micromobility Device without a smartphone.

(i) Vendors must Rebalance the Micromobility Devices daily based on the use within each service area as defined by the Pilot Program Operating Agreement and Permit to prevent excessive buildup of units in certain locations.

(j) The Vendor's mobile application and website must inform users of how to safely and legally ride a Micromobility Device.

(k) The Vendor's mobile application must clearly direct users to customer support mechanisms, including but not limited to phone numbers or websites. The Vendor must provide a staffed, toll-free Customer Service line which must provide support 24 hours per day, 365 days per year.

(l) The Vendor must provide a direct customer service or operations staff contact to City Department staff.

(m) All Micromobility Devices shall comply with the lighting standards set forth in Section

316.2065(7), Florida Statutes, as may be amended or revised, which requires a reflective front white light visible from a distance of at least 500 feet and a reflective rear red light visible from a distance of at least 600 feet.

(n) All Micromobility Devices shall be equipped with GPS, cell phone or a comparable technology for the purpose of tracking.

(o) All Micromobility Devices must include a kickstand capable of keeping the unit upright when not in use.

(p) The only signage allowed on a Micromobility Device is to identify the Vendor. Third-party advertising is not allowed on any Micromobility Device.

(q) The Mayor, at his or her discretion, may create Geofenced areas where the Micromobility Devices shall not be utilized or parked. The Vendor must have the technology available to operate these requirements upon request.

(r) The Mayor, at his or her discretion, may create designated parking zones (i.e., bike corrals) in certain areas where the Micromobility Devices shall be parked.

SECTION 5. Section 7-12-5 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Section 7-12-5. - Operation and Parking of a Micromobility Device.

(a) The riding and operating of Micromobility Devices and Motorized Scooters is permissible upon all Sidewalks, Sidewalk Areas and other areas a bicycle may legally travel, located within City limits, except those areas listed below:

- (i) Micromobility Devices and Motorized Scooters are prohibited from operating or parking at all times on streets, sidewalks, bike paths or sidewalk street areas on Palafox Street between Wright and Pine Streets;
- (ii) Micro Micromobility Devices and Motorized Scooters are prohibited from operating at all times on sidewalks along DeVilliers Street between Gregory and Jackson Streets;
- (iii) Veterans Memorial Park as designated by signage;
- (iv) Where prohibited by official posting; or
- (v) As designated in the Pilot Program Operating Agreement and Permit.

(b) A User of a Micromobility Device and Motorized Scooter has all the rights and duties applicable to the rider of a bicycle under Section 316.2065, Florida Statutes, except the duties imposed by Sections 316.2065(2), (3)(b) and (3)(c), which by their nature do not apply to Micromobility Devices and Motorized Scooters.

(c) Micromobility Devices and Motorized Scooters shall be restricted to a maximum speed of 15 miles per hour.

(d) A User operating a Micromobility Device and Motorized Scooter upon and along a

Sidewalk, Sidewalk Area, or across a roadway upon and along a crosswalk, has all the rights and duties applicable to a bicyclist under the same circumstances and shall yield the right-of-way to any Pedestrian and shall give an audible signal before overtaking and passing such Pedestrian.

(e) A User operating a Micromobility Device and Motorized Scooter must comply with all applicable local, state and federal laws.

(f) Use of public sidewalks for parking Micromobility Devices and Motorized Scooters:

- (i) Adversely affect the streets or sidewalks
- (ii) Inhibit pedestrian movement
- (iii) Inhibit the ingress and egress of vehicles parked on- or off-street
- (iv) Create conditions which are a threat to public safety and security
- (v) Prevent a minimum four (4) foot pedestrian clear path
- (vi) Impede access to existing docking stations, if applicable
- (vii) Impede loading zones, handicap accessible parking zone or other facilities specifically designated for handicap accessibility, on-street parking spots, curb ramps, business or residential entryways, driveways, travel lanes, bicycle lanes or be within 15 feet of a fire hydrant
- (viii) Violate Americans with Disabilities Act (ADA) accessibility requirements

SECTION 6. Section 7-12-6 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Section 7-12-6. - Impoundment; Removal or Relocating by the City.

(a) Any shared Micromobility Device that is inoperable/damaged, improperly parked, blocking ADA accessibility, does not comply with this Chapter or are left unattended on public property, including Sidewalks, Sidewalk Areas, Rights-of-way and parks, may be impounded, removed, or relocated by the City. A shared rental Micromobility Device is not considered unattended if it is secured in a designated parking area, rack (if applicable), parked correctly or in another location or device intended for the purpose of securing such device.

(b) Any Micromobility Device that is displayed, offered, made available for rent in the City by a Vendor without a valid Pilot Program Operating Agreement and Permit with the City is subject to impoundment or Removal by the City and will be subject to applicable impoundment fees or removal fines as specified in this Chapter.

(c) The City may, but is not obligated to, remove or relocate a Micromobility Device that is in violation of this Chapter. A Vendor shall pay a \$75.00 fee per device that is removed or relocated by the City.

(d) Impoundment shall occur in accordance with F.S. § 713.78. The Vendor shall be solely responsible for all expenses, towing fees and costs required by the towing company to retrieve any impounded Micromobility Device(s). The Vendor of a Micromobility Device impounded under this Chapter will be subject to all liens and terms described under F.S. §

713.78, in addition to payment of all applicable penalties, costs, fines or fees that are due in accordance with this Chapter and applicable local, state and federal law.

SECTION 7. Section 7-12-7 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Section 7-12-7. - Operation of a Shared Micromobility Device Program– Enforcement, Fees, Fines and Penalties.

(a) The City reserves the right to revoke any Pilot Program Operating Agreement and Permit, if there is a violation of this Chapter, the Pilot Program Operating Agreement and Permit, public health, safety or general welfare, or for other good and sufficient cause as determined by the City in its sole discretion.

(b) Violations of Sections 7-12-1 through 7-12-9 shall be enforced as non-criminal violations of City ordinances.

(c) Violations of Operating a Shared Micromobility Device System without a valid fully executed Pilot Program Operating Agreement and Permit, shall be fined \$250.00 per day for an initial offense, and \$500.00 per day for any repeat offenses within thirty (30) days of the last offense by the same Vendor. Each day of non-compliance shall be a separate offense.

(d) Violations of this Chapter or of the Pilot Program Operating Agreement and Permit shall be fined at \$100.00 per device per day for an initial offense, and \$200.00 per device per day for any repeat offenses within thirty (30) days of the last same offense by the same Vendor. Each day of non-compliance shall be a separate offense.

(e) The following fees, costs and fines shall apply to Vendors:

- | | | |
|-------|---|--|
| (i) | Pilot Program Permit Fee | \$ 50.00 – non-refundable |
| (ii) | Performance Bond | \$10,000.00 minimum |
| (iii) | One time per unit fee | \$100 per unit - non-refundable |
| (iv) | Removal or Relocation by the City | \$ 75.00 per device the City Fee |
| (v) | Operating Without a Valid Operating Agreement & Permit Fine | \$250 per day; \$500 per day for second offense |
| (vi) | Permit Violation Fine | \$100.00 per device per day; \$200 per device per day for second offense |

(f) At the discretion of the Mayor, a Vendor is subject to a fleet size reduction or total Pilot

Program Operating Agreement and Permit revocation should the following occur:

- (i) If the violations of the regulations set forth in this Chapter are not addressed in a timely manner; or
- (ii) 15 unaddressed violations of the regulations set forth by this Chapter within a 30 day period; or
- (iii) Submission of inaccurate or fraudulent data.

(g) In the event of fines being assessed as specified herein or a Pilot Program Operating Agreement and Permit revocation, the Mayor shall provide written notice of the fines or revocation via certified mail or other method specified upon in the operating user agreement, informing the Vendor of the violation fines or revocation.

SECTION 8. Section 7-12-8 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Section 7-12-8. - Appeal Rights.

(a) Vendors who have been subject to the imposition of violation fines pursuant to Section 13- 2-2 or a Pilot Program Operating Agreement and Permit revocation may appeal the imposition of violation fines or the revocation. Should a Vendor seek an appeal from the imposition of violation fines or the Pilot Program Operating Agreement and Permit revocation, the Vendor shall furnish notice of such request for appeal to the City Code Enforcement Authority no later than ten (10) business days from the date of receipt of the certified letter informing the Vendor of the imposition of violation fines or revocation of the Pilot Program Operating Agreement and Permit.

(b) Upon receipt of a notice of appeal, a hearing shall be scheduled and conducted by the Special Magistrate in accordance with the authority and hearing procedures set forth in the Section 13-1-6. The hearing shall be conducted at the next regular meeting date of the Code Enforcement Authority or other meeting date of the Code Enforcement Authority as agreed between the City and the Vendor.

(c) Findings of fact shall be based upon a preponderance of the evidence and shall be based exclusively on the evidence of record and on matters officially recognized.

(d) The Special Magistrate shall render a final order within thirty (30) calendar days after the hearing concludes, unless the Parties waive the time requirement. The final order shall contain written findings of fact, conclusions of law, and a recommendation to approve, approve with conditions or deny the decision subject to appeal. A copy of the final order shall be provided to the Parties by certified mail or, upon mutual agreement of the Parties, by electronic communication.

(e) A Vendor may challenge the final order by a certiorari appeal filed in accordance with Florida law with the circuit court no later than thirty (30) days following rendition of the final decision or in any court having jurisdiction.

SECTION 9. Section 7-12-9 of the Code of the City of Pensacola, Florida, is

hereby created to read as follows:

Section 7-12-9. - Indemnification and Insurance.

(a) As a condition of the Pilot Program Operating Agreement and Permit, the Vendor agrees to indemnify, hold harmless and defend the City, its representatives, employees, and elected and appointed officials, from and against all ADA accessibility and any and all liability, claims, damages, suits, losses, and expenses of any kind, including reasonable attorney's fees and costs for appeal, associated with or arising out of, or from the Pilot Program Operating Agreement and Permit, the use of right-of-way or city-owned property for Pilot Program operations or arising from any negligent act, omission or error of the Vendor, owner or, managing agent, its agents or employees or from failure of the Vendor, its agents or employees, to comply with each and every requirement of this Ordinance, the Pilot Program Operating Agreement and Permit or with any other federal, state, or local traffic law or any combination of same.

(b) Prior to commencing operation in the Pilot Program, the Vendor shall provide and maintain such liability insurance, property damage insurance and other specified coverages in amounts and types as determined by the City and contained in the Pilot Program Operating Agreement and Permit, necessary to protect the City its representatives, employees, and elected and appointed officials, from all claims and damage to property or bodily injury, including death, which may arise from any aspect of the Pilot Program or its operation.

(c) A Vendor shall include language in their User agreement that requires, to the fullest extent permitted by law, the User to fully release, indemnify and hold harmless the City.

(d) In addition to the requirements set forth herein, the Vendor shall provide any additional insurance coverages in the specified amounts and comply with any revised indemnification provision specified in the Pilot Program Operating Agreement and Permit.

(e) The Vendor shall provide proof of all required insurance prior to receiving a fully executed Pilot Program Operating Agreement and Permit.

SECTION 10. 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 11. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 12. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

PROPOSED
ORDINANCE NO. 26-19

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA CREATING CHAPTER 7-12 OF THE CODE OF THE CITY OF PENSACOLA TO REGULATE A DOCKLESS SHARED MICROMOBILITY DEVICE PILOT PROGRAM; PROVIDING FOR PURPOSE AND APPLICABILITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR A PILOT PROGRAM FOR SHARED MICROMOBILITY DEVICES ON PUBLIC RIGHTS-OF-WAYS; PROVIDING FOR THE VENDORS' RESPONSIBILITIES AND OBLIGATIONS IN OPERATING A SHARED MICROMOBILITY DEVICE SYSTEM; PROVIDING FOR SHARED MICROMOBILITY DEVICE SPECIFICATIONS; PROVIDING FOR THE OPERATION AND PARKING OF A SHARED MICROMOBILITY DEVICE; PROVIDING FOR IMPOUNDMENT OR REMOVAL OR RELOCATIONING BY THE CITY; PROVIDING FOR ENFORCEMENT, FEES AND PENALTIES; PROVIDING AN APPEAL PROCESS; PROVIDING AN APPEAL PROCESS; PROVIDING FOR INDEMNIFICATION AND INSURANCE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; REPEALING CLAUSE AND PROVIDING AN EFFECTIVE DATE.

~~**WHEREAS**, Section 166.041, Florida Statutes, provides for procedures for the adoption of ordinances and resolutions by municipalities; and~~

~~**WHEREAS**, the City of Pensacola ("City") is subject to the Florida Uniform Traffic Control Laws; and~~

WHEREAS, the Florida Uniform Traffic Control Law allows municipalities to enact ordinances to permit, control or regulate the operation of vehicles, golf carts, mopeds, micromobility devices, and electric personal assistive mobility devices on sidewalks or sidewalk areas when such use is permissible under federal law as long as such vehicles are restricted to a maximum speed of 15 miles per hour. *Section 316.008(7)(a), Florida Statutes*; and

WHEREAS, the City strives to keep the City rights-of-ways compliant with the Americans with Disabilities Act (ADA), and other federal and state regulations, and is

committed to keeping the City accessible for the mobility challenged; and

WHEREAS, the regulated and permitted operation of dockless shared micromobility devices is recognized as an alternative means of personal transportation; and

WHEREAS, dockless shared micromobility devices left unattended and parked or leaned on walls or left on sidewalks creates a hazard to pedestrians and individuals needing access and maneuverability for ADA mobility devices; and

WHEREAS, the City has a significant interest in ensuring the public safety and order in promoting the free flow of pedestrian traffic on streets and sidewalks; and

WHEREAS, the City desires to study the impacts of dockless shared micromobility devices; and

WHEREAS, the City Council authorizes the City to engage in a 12-month pilot program to permit, control and regulate the use of dockless shared micromobility devices on sidewalks and sidewalk areas within the City to begin on January 1, 2020; and

WHEREAS, Chapter 11-4 of the City Code of the City of Pensacola provides standards relating to the regulation of City rights-of-way; and

WHEREAS, the City's intent for instituting the Pilot Program is to ensure public safety, minimize negative impacts on the public rights-of-way, and analyze data in a controlled setting to inform the City on whether to engage a future procurement process for a dockless shared micromobility device program, or other modes of dockless shared transportation, as a permanent transportation program,

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

SECTION 1. Section Chapter 7-12-1 of Chapter 7-12, providing for a Dockless Shared Micromobility Device Pilot Program is hereby created to read as follows:

Section 7-12-1. - Establishment of Dockless Shared Micromobility Device Pilot Program.

The purpose of this Chapter is to establish, permit and regulate a Dockless Shared Micromobility Device Pilot Program in the City of Pensacola. The provisions of this Chapter shall apply to the Dockless Shared Micromobility Device Pilot Program and Dockless Shared Micromobility Devices. For the purpose of this Chapter, the applicant, managing agent or Vendor, and owner shall be jointly and severally liable for complying with the provisions of this Chapter, the operating agreement and permit.

SECTION 2. Section Chapter 7-12-2 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Section 7-12-2 - Definitions.

For purposes of this Chapter, the following words and phrases, when used in this Chapter, shall have the meanings respectively ascribed to them in this section. The definitions in F.S. Ch. 316 apply to this Chapter and are hereby incorporated by reference.

Dockless Shared Micromobility Device (Micromobility Device) means a Micromobility Device made available for shared use or rent to individuals on a short-term basis for a price or fee.

Dockless Shared Micromobility Device System means a system generally, in which Dockless Shared Micromobility Devices are made available for shared use or rent to individuals on a short-term basis for a price or fee.

Geofencing means the use of GPS or RFID technology to create a virtual geographic boundary, enabling software to trigger a response when a mobile device enters or leaves a particular area.

Micromobility Device shall have the meaning ascribed to it in Section 316.003, Florida Statutes, as amended. Micromobility Device(s) are further defined as a vehicle that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground.

Motorized Scooter means any vehicle or micromobility device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground.

Pedestrian means people utilizing Sidewalks, Sidewalk Area or Rights-of-way on foot and shall include people using wheelchairs or other ADA-compliant devices.

Rebalancing means the process by which shared Micromobility Devices, or other devices, are redistributed to ensure their availability throughout a service area and to prevent excessive buildup of Micromobility Devices or other similar devices.

Relocate or Relocating or Removal means the process by which the City moves the Micromobility Device and either secures it at a designated location or places it at a proper distribution point.

Rights-of-way means land in which the City owns the fee or has an easement devoted to or required for use as a Transportation Facility and may lawfully grant access pursuant to applicable law, and includes the surface, the air space over the surface and the area below the surface of such rights-of-way.

Service Area means the geographical area within the City where the Vendor is authorized to offer Shared Micromobility Device service for its users/customers as defined by the Pilot Program Operating Agreement and Permit.

Sidewalk means that portion of a street between the curb line, or the lateral line, of a

roadway and the adjacent property lines, intended for use by pedestrians.

Sidewalk Area(s) includes trail in the area of a sidewalk, as well as the sidewalk and may be a median strip or a strip of vegetation, grass or bushes or trees or street furniture or a combination of these between the curb line of the roadway and the adjacent property.

User means a person who uses a digital network in order to obtain a Micromobility Device from a Vendor.

Vendor means any entity that owns, operates, redistributes, or rebalances Micromobility Devices, and deploys a Shared Micromobility Device System within the City.

SECTION 3. Section Chapter 7-12-3 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Section 7-12-3. - Pilot Program for Shared Micromobility Devices on Public Rights-of- Way; Establishment; Criteria.

(a) The City hereby establishes a 12 month Shared Micromobility Device Pilot Program for the operation of shared micromobility devices on Sidewalks and Sidewalk Areas within the City limits.

(b) It is anticipated the Pilot Program will commence on January 1, 2020, or on such other date as directed by the City Council ("Commencement Date"), and will terminate 12 months after the Commencement Date.

(c) Shared Micromobility Devices shall not be operated in the City unless a Vendor has entered into a fully executed Operating License Agreement and permit ("Pilot Program Operating Agreement and Permit") with the City. The Mayor is authorized to develop, and execute, the Pilot Program Operating Agreement and Permit and any other documents related to the Pilot Program.

(d) If two or more Shared Micromobility Devices from a Vendor, without a valid Pilot Program Operating Agreement and Permit with the City, are found at a particular location within the City, it will be presumed that they have been deployed by that Vendor, and it will be presumed the Vendor is in violation of this Chapter and the Shared Micromobility Devices are subject to impoundment.

(e) A Vendor shall apply to participate in the Pilot Program. The Mayor ~~City~~ shall select up to two (2) Vendors to participate in the Pilot Program, unless otherwise directed by the City Council.

(f) No more than a total of five hundred (500) Micromobility Devices, distributed equally among the Vendors selected to participate in the Pilot Program, or as directed by the Mayor ~~or his/her designee~~, will be permitted to operate within the City during the Pilot Program. Micromobility Devices that are impounded or removed by the City shall count towards the maximum permitted Micromobility Devices authorized within the City.

(g) Once selected as a Pilot Program participant, a Vendor shall submit a one time, non-refundable permit fee of \$500.00, prior to entering into the Pilot Program Operating Agreement and Permit, which shall be used to assist with offsetting costs to the City related to administration and enforcement of this Chapter and the Pilot Program.

(h) In addition to the non-refundable permit fee set forth herein, prior to entering into the Pilot Program Operating Agreement and Permit, a Vendor shall remit to the City a one-time, non-refundable fee in the amount of \$100.00 per device deployed by the Vendor.

(i) Prior to entering into a Pilot Program Operating Agreement and Permit, a Vendor shall, at ~~its~~ ~~their~~ own expense, obtain and file with the City a performance bond in the amount of no less than \$10,000.00. The performance bond shall serve to guarantee proper performance under the requirements of this Chapter and the Pilot Program Operating Agreement and Permit; restore damage to the City's Rights-of-way; and secure and enable City to recover all costs or fines permitted under this Chapter if the Vendor fails to comply with such costs or fines. The performance bond must name the City as Obligee and be conditioned upon the full and faithful compliance by the Vendor with all requirements, duties and obligations imposed by this Chapter and the Pilot Program Operating Agreement and Permit. The performance bond shall be in a form acceptable to the City and must be issued by a surety having an A.M. Best A-VII rating or better and duly authorized to do business in the State of Florida. The City's right to recover under the performance bond shall be in addition to all other rights of the City, whether reserved in this Chapter, or authorized by other law, and no action, proceeding or exercise of a right with respect to the performance bond will affect or preclude any other right the City may have. Any proceeds recovered under the performance bond may be used to reimburse the City for such additional expenses as may be incurred by the City as a result of the failure of the Vendor to comply with the responsibilities imposed by this Chapter, including, but not limited to, attorney's fees and costs of any action or proceeding and the cost to Relocate any Micromobility Device and any unpaid violation fines.

(j) The Pilot Program Operating Agreement and Permit will be effective for a 12 month period and will automatically expire at the end of the 12 month period, unless extended, or otherwise modified, by the City Council. Upon expiration of the Pilot Program, Vendors shall immediately cease operations and, within two (2) business days of the expiration of the Pilot Program, Vendors shall remove all Micromobility Devices from the City, unless otherwise directed by the Mayor ~~City Council~~. Failure to remove all Micromobility Devices within the two (2) business day timeframe, may result in the impoundment of the Micromobility Devices and the Vendor will have to pay applicable fees to recover the Micromobility Devices from impound in accordance with this Chapter.

(k) In the event the Pilot Program is extended, or otherwise modified by the City Council, the Pilot Program Operating Agreement and Permit may be extended consistent with such ~~City Council~~ direction.

(l) Upon expiration of the Pilot Program, Micromobility Devices shall not be permitted to operate within the City until and unless the City Council adopts an ordinance authorizing the same.

SECTION 4. ~~Section Chapter~~ 7-12-4 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Section 7-12-4. - Operation of a Dockless Shared Micromobility Device System – Vendors' Responsibilities and Obligations; Micromobility Device Specifications.

- (a) The Vendor of a Shared Micromobility Device System is responsible for maintenance of each shared Micromobility Device.
- (b) The Micromobility Device shall be restricted to a maximum speed of 15 miles per hour within the City.
- (c) Each Micromobility Device shall prominently display the Vendor's company name and contact information, which may be satisfied by printing the company's Uniform Resource Locator (URL) or providing a code to download the company's mobile application.
- (d) Vendors must comply with all applicable local, state and federal regulations and laws.
- (e) Vendors must provide to the City an emergency preparedness plan that details where the Micromobility Devices will be located and the amount of time it will take to secure all Micromobility Devices once a tropical storm or hurricane warning has been issued by the National Weather Service. The Vendor must promptly secure, all Micromobility Devices within 12 hours of an active tropical storm warning or hurricane warning issued by the National Weather Service. Following the tropical storm or hurricane, the City will notify the Vendor when, and where, it is safe to redistribute the Micromobility Devices within the City.
- (f) Micromobility Devices that are inoperable/damaged, improperly parked, blocking ADA accessibility or do not comply with this Chapter must be removed by the Vendor within one hour upon receipt of a ~~the~~ complaint. An inoperable or damaged Micromobility Device is one that has non-functioning features or is missing components. A Micromobility Device that is not removed within this timeframe is subject to impoundment and any applicable impoundment fees, code enforcement fines, or penalties.
- (g) Vendors shall provide the City with data as required in the Pilot Program Operating Agreement and Permit.
- (h) Vendors must provide details on how users can utilize the Micromobility Device without a smartphone.
- (i) Vendors must Rebalance the Micromobility Devices daily based on the use within each service area as defined by the Pilot Program Operating Agreement and Permit to prevent excessive buildup of units in certain locations.
- (j) The Vendor's mobile application and website must inform users of how to safely and legally ride a Micromobility Device.
- (k) The Vendor's mobile application must clearly direct users to customer support

mechanisms, including but not limited to phone numbers or websites. The Vendor must provide a staffed, toll- free Customer Service line which must provide support 24 hours per day, 365 days per year.

(l) The Vendor must provide a direct customer service or operations staff contact to City Department staff.

(m) All Micromobility Devices shall comply with the lighting standards set forth in Section 316.2065(7), Florida Statutes, as may be amended or revised, which requires a reflective front white light visible from a distance of at least 500 feet and a reflective rear red light visible from a distance of at least 600 feet.

(n) All Micromobility Devices shall be equipped with GPS, cell phone or a comparable technology for the purpose of tracking.

(o) All Micromobility Devices must include a kickstand capable of keeping the unit upright when not in use.

(p) The only signage allowed on a Micromobility Device is to identify the Vendor. Third-party advertising is not allowed on any Micromobility Device.

(q) The Mayor ~~or his/her designee~~, at his²-or-her discretion, may create Geofenced areas where the Micromobility Devices shall not be utilized or parked. The Vendor must have the technology available to operate these requirements upon request.

(r) The Mayor, ~~or his/her designee~~ at his/_or-her discretion, may create designated parking zones (i.e., bike corrals) in certain areas where the Micromobility Devices shall be parked.

SECTION 5. Section Chapter 7-12-5 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Section 7-12-5. - Operation and Parking of a Micromobility Device.

(a) The riding and operating of Micromobility Devices and Motorized Scooters ~~/Scooter Devices~~ is permissible upon all Sidewalks, Sidewalk Areas and other areas a bicycle may legally travel, located within City limits, except those areas listed below:

- (i) Micromobility Devices and Motorized Scooters ~~/Scooter Devices~~ are prohibited from operating or parking at all times on streets, sidewalks, bike paths or sidewalk street areas on Palafox Street between Wright and Pine Streets;
- (ii) Micromobility Devices and Motorized Scooters ~~/Scooter Devices~~ are prohibited from operating at all times on sidewalks along DeVilliers Belmont Street between Gregory and Jackson ~~Cervantes~~ Streets;
- (iii) Veterans Memorial Park as designated by signage;
- (iv) Where prohibited by official posting; or
- (v) As designated in the Pilot Program Operating Agreement and Permit.

(b) A User of a Micromobility Device and Motorized Scooter ~~/Scooter Device~~ has all the rights and duties applicable to the rider of a bicycle under Section 316.2065, Florida Statutes, except the duties imposed by Sections 316.2065(2), (3)(b) and (3)(c), which by their nature do not apply to Micromobility Devices and Motorized Scooters ~~/Scooter Devices~~.

(c) Micromobility Devices and Motorized Scooters ~~/Scooter Devices~~ shall be restricted to a maximum speed of 15 miles per hour.

(d) A User operating a Micromobility Device and Motorized Scooter ~~/Scooter Devices~~ upon and along a Sidewalk, Sidewalk Area, or across a roadway upon and along a crosswalk, has all the rights and duties applicable to a bicyclist under the same circumstances and shall yield the right-of-way to any Pedestrian and shall give an audible signal before overtaking and passing such Pedestrian.

(e) A User operating a Micromobility Device and Motorized Scooter ~~/Scooter Devices~~ must comply with all applicable local, state and federal laws.

(f) Use of public sidewalks for parking Micromobility Devices and Motorized Scooters ~~/Scooter Devices~~:

- (i) Adversely affect the streets or sidewalks
- (ii) Inhibit pedestrian movement
- (iii) Inhibit the ingress and egress of vehicles parked on- or off-street
- (iv) Create conditions which are a threat to public safety and security
- (v) Prevent a minimum four (4) foot pedestrian clear path
- (vi) Impede access to existing docking stations, if applicable
- (vii) Impede loading zones, handicap accessible parking zone or other facilities specifically designated for handicap accessibility, on-street parking spots, curb ramps, business or residential entryways, driveways, travel lanes, bicycle lanes or be within 15 feet of a fire hydrant
- (viii) Violate Americans with Disabilities Act (ADA) accessibility requirements

SECTION 6. Section Chapter 7-12-6 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Section 7-12-6. - Impoundment; Removal or Relocating by the City.

(a) Any shared Micromobility Device that is inoperable/damaged, improperly parked, blocking ADA accessibility, does not comply with this Chapter or are left unattended on public property, including Sidewalks, Sidewalk Areas, Rights-of-way and parks, may be impounded, removed, or relocated by the City. A shared rental Micromobility Device is not considered unattended if it is secured in a designated parking area, rack (if applicable), parked correctly or in another location or device intended for the purpose of securing such device.

(b) Any Micromobility Device that is displayed, offered, made available for rent in the City by a Vendor without a valid Pilot Program Operating Agreement and Permit with the City

is subject to impoundment or Removal by the City and will be subject to applicable impoundment fees or removal fines as specified in this Chapter.

(c) The City may, but is not obligated to, ~~r~~Remove or ~~r~~Relocate a Micromobility Device that is in violation of this Chapter. A Vendor shall pay a \$75.00 fee per device that is ~~r~~Removed or ~~r~~Relocated by the City.

(d) Impoundment shall ~~occur~~ ~~be done~~ in accordance with F.S. § 713.78. The Vendor shall be solely responsible for all expenses, towing fees and costs required by the towing company to retrieve any impounded Micromobility Device(s). The Vendor of a Micromobility Device impounded under this Chapter will be subject to all liens and terms described under F.S. § 713.78, in addition to payment of all applicable penalties, costs, fines or fees that are due in accordance with this Chapter and applicable local, state and federal law.

SECTION 7. ~~Section~~ Chapter 7-12-7 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

**Section 7-12-7. - Operation of a Shared Micromobility Device Program–
Enforcement, Fees, Fines and Penalties.**

(a) The City reserves the right to revoke any Pilot Program Operating Agreement and Permit, if there is a violation of this Chapter, the Pilot Program Operating Agreement and Permit, public health, safety or general welfare, or for other good and sufficient cause as determined by the City in its sole discretion.

(b) Violations of Sections 7-12-1 through 7-12-9 ~~this Chapter~~ shall be enforced as non-criminal violations ~~infractions~~ of City ordinances.

(c) Violations of Operating a Shared Micromobility Device System without a valid fully executed Pilot Program Operating Agreement and Permit, shall be fined \$250.00 per day for an initial offense, and \$500.00 per day for any repeat offenses within thirty (30) days of the last offense by the same Vendor. Each day of non-compliance shall be a separate offense.

(d) Violations of this Chapter or of the Pilot Program Operating Agreement and Permit shall be fined at \$100.00 per device per day for an initial offense, and \$200.00 per device per day for any repeat offenses within thirty (30) days of the last same offense by the same Vendor. Each day of non- compliance shall be a separate offense.

(e) ~~In addition to any other applicable code enforcement fines, t~~The following fees, costs and fines shall apply to Vendors:

- | | | |
|-------|--------------------------|---------------------------------|
| (i) | Pilot Program Permit Fee | \$ 50.00 – non-refundable |
| (ii) | Performance Bond | \$10,000.00 minimum |
| (iii) | One time per unit fee | \$100 per unit - non-refundable |

- | | | |
|------|---|---|
| (iv) | Removal or Relocation by the City | \$ 75.00 per device the City Fee |
| (v) | Operating Without a Valid Operating Agreement & Permit Fine | \$250 per day; \$500 per day for second offense |
| (vi) | Permit Violation Fine | \$100.00 per device per day;
\$200 per device per day for second offense |

(f) ~~At the discretion of the Mayor, a~~ A Vendor is subject, ~~at the discretion of the Mayor or his/her designee~~ to a fleet size reduction or total Pilot Program Operating Agreement and Permit revocation should the following occur:

- (i) If the violations of the regulations set forth in this Chapter are not addressed in a timely manner; or
- (ii) 15 unaddressed violations of the regulations set forth by this Chapter within a 30 day period; or
- (iii) Submission of inaccurate or fraudulent data.

(g) In the event of ~~violation~~ fines being assessed as specified herein or a Pilot Program Operating Agreement and Permit revocation, the Mayor ~~or his/her designee, or designee,~~ shall provide written notice of the ~~violation~~ fines or revocation via certified mail or other method specified ~~agreed~~ upon in the operating user agreement, informing the Vendor of the violation fines or revocation.

SECTION 8. Section ~~Chapter~~ 7-12-8 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Section 7-12-8. - Appeal Rights.

(a) Vendors who have been subject to the imposition of violation fines pursuant to Section 13- 2-2 or a Pilot Program Operating Agreement and Permit revocation may appeal the imposition of violation fines or the revocation. Should a Vendor seek an appeal from the imposition of violation fines or the Pilot Program Operating Agreement and Permit revocation, the Vendor shall furnish notice of such request for appeal to the City Code Enforcement Authority ~~Board~~ no later than ten (10) business days from the date of receipt of the certified letter informing the Vendor of the imposition of violation fines or revocation of the Pilot Program Operating Agreement and Permit.

(b) Upon receipt of a notice of appeal, a hearing shall be scheduled and conducted by the Special Magistrate in accordance with the authority and hearing procedures set forth in the Section 13-1-6. The hearing shall be conducted at the next regular meeting date of the Code Enforcement Authority ~~Board~~ or other ~~regular~~ meeting date of the Code Enforcement Authority ~~Board~~ as agreed between the City and the Vendor.

(c) Findings of fact shall be based upon a preponderance of the evidence and shall be based exclusively on the evidence of record and on matters officially recognized.

(d) The Special Magistrate shall render a final order within thirty (30) calendar days after the hearing concludes, unless the Parties waive the time requirement. The final order shall contain written findings of fact, conclusions of law, and a recommendation to approve, approve with conditions or deny the decision subject to appeal. A copy of the final order shall be provided to the Parties by certified mail or, upon mutual agreement of the Parties, by electronic communication.

(e) A Vendor may challenge the final order by a certiorari ~~an~~ appeal filed in accordance with Florida law with the circuit court no later than thirty (30) days following rendition of the final decision or in any court having jurisdiction.

SECTION 9. Section Chapter 7-12-9 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Section 7-12-9. - Indemnification and Insurance.

(a) As a condition of the Pilot Program Operating Agreement and Permit, the Vendor agrees to indemnify, hold harmless and defend the City, its representatives, employees, and elected and appointed officials, from and against all ADA accessibility and any and all liability, claims, damages, suits, losses, and expenses of any kind, including reasonable attorney's fees and costs for appeal, associated with or arising out of, or from the Pilot Program Operating Agreement and Permit, the use of right-of-way or city-owned property for Pilot Program operations or arising from any negligent act, omission or error of the Vendor, owner or, managing agent, its agents or employees or from failure of the Vendor, its agents or employees, to comply with each and every requirement of this Ordinance, the Pilot Program Operating Agreement and Permit or with any other federal, state, or local traffic law or any combination of same.

(b) Prior to commencing operation in the Pilot Program, the Vendor shall provide and maintain such liability insurance, property damage insurance and other specified coverages in amounts and types as determined by the City and contained in the Pilot Program Operating Agreement and Permit, necessary to protect the City its representatives, employees, and elected and appointed officials, from all claims and damage to property or bodily injury, including death, which may arise from any aspect of the Pilot Program or its operation.

(c) A Vendor shall include language in their User agreement that requires, to the fullest extent permitted by law, the User to fully release, indemnify and hold harmless the City.

(d) In addition to the requirements set forth herein, the Vendor shall provide any additional insurance coverages in the specified amounts and comply with any revised indemnification provision specified in the Pilot Program Operating Agreement and Permit.

(e) The Vendor shall provide proof of all required insurance prior to receiving a fully executed Pilot Program Operating Agreement and Permit.

SECTION 10. 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 11. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 12. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 19-00391

City Council

9/12/2019

DISCUSSION ITEM

SUBJECT:

QUARTERLY FINANCIAL REPORT - NINE MONTHS ENDING JUNE 30, 2019 (UNAUDITED) -
CHIEF FINANCIAL OFFICER RICHARD BARKER, JR.

ATTACHMENTS:

- 1) Financial Report - Nine Months Ending June 30, 2019 (Unaudited)
- 2) Financial Report Presentation - Nine Months Ending June 30, 2019 (Unaudited)

PRESENTATION: Yes

FINANCIAL REPORT NINE MONTHS ENDING JUNE 30, 2019

These statements are unaudited and are not the official financial statements of the City but rather are a review of the progress to date each quarter as it relates to the budget. The official financial statements of the City are included in the Comprehensive Annual Financial Report (CAFR) and will be presented to the City Council in the first quarter of each calendar year following the end of each fiscal year (September 30th).

Attached are financial schedules setting forth the status of the major General Government, Special Revenue, Capital Projects and Proprietary Funds for the City of Pensacola for the nine months ended June 30, 2019. The financial schedules compare actual results for the nine-month period against the City's budget and against comparable percentages of a year ago. Such comparisons are useful in projecting potential problem areas, allowing management to take early corrective action. The City's debt service and investment schedules are also attached for Council's review.

As previously reported to Council, growth in the economy continues. Half-Cent Sales Tax, Local Option Sales Tax and Ad Valorem revenues continue to show growth. While these positive indicators continue, both revenues and expenditures continue to be closely monitored to assure a balanced budget. Expenditures in total are in line with budgeted projections. Significant variances from the current approved budget are noted in the individual fund narrative below.

The Investment Section of this financial report provides a comparison of interest rates for FY 2018 to FY 2019. As previously reported, Interest Income in the various funds is anticipated to exceed budget due to higher than anticipated interest rates.

The Legal Services and Fees of this financial report provides a listing of legal services and fees paid through the third quarter of FY 2019.

General Fund:

In total, General Fund revenues exceeded budget for the third quarter. However, as mentioned in previous quarterly reports, this is mainly attributed to Property Tax, Local Business Tax and the transfer in from Pensacola Energy. The majority of these revenues have been received for the fiscal year. Additionally State Street Light Maintenance revenue has exceeded budget and is a result of the contractual agreement between the City of Pensacola and the State of Florida. Revenue from State Traffic Signal Maintenance is typically received in August. By fiscal year end, the revenue from the State of Florida will be received. Franchise Fees and Public Service Tax revenues were below budget by \$156,600 or 1.45%. Half-Cent Sales Tax exceeded budget by \$76,600 or 2.40%, the Communication Services Tax exceed budget by \$30,500 or 1.53%, and Municipal Revenue Sharing revenue exceeded budget by \$32,200 or 1.88%.

In total, revenues are projected to meet or exceed budget by fiscal year end. Staff continues to monitor all revenue sources and expenditures and take appropriate actions as necessary in order to assure a balanced budget.

The transfer from the General Fund to the Stormwater Capital Projects Fund is below budget due to an increase in the fees associated with the collection of non-Ad Valorem special

assessments by the Escambia County Tax Collector. In accordance with City Council's Financial Planning and Administration Policy, a transfer to the Stormwater Capital Projects Fund in an amount equal to the revenue fee collection in the Stormwater Utility Fund is required. An adjustment has been included in a supplemental budget resolution that is being presented to City Council which will decrease the appropriation for this transfer.

Expenditures in total were within budget through the third quarter. All General Fund capital equipment has been funded in the Local Option Sales Tax Series IV, therefore the only savings that can be realized are in operating and personal services.

Tree Planting Trust Fund

The Tree Planting Trust Fund revenue and expenditures are recorded in the General Fund. Through the third quarter, the "Tree Planting Trust Fund" account contributions plus interest income equaled \$101,200 and there were no expenditures or encumbrances. During the Tentative Public Hearing to approve the FY 2018 Budget, City Council voted to move \$300,000 within the Tree Planting Trust Funds from various projects to a reserved account in order to allow for a full review of Tree Planting Fund expenditures.

The unencumbered balance in the "Tree Planting Trust Fund" at the end of the third quarter was \$492,603.

Park Purchases Trust Fund

The Park Purchases Fund revenue and expenditures are recorded in the General Fund. Through the third quarter the "Park Purchases Fund" account contributions and interest income equaled \$5,200 and there were no expenditures or encumbrances.

The unencumbered balance in the "Park Purchases Fund" at the end of the third quarter was \$108,720.

Housing Initiatives Fund/Inner City Housing Initiatives Fund

As stated previously, the Housing Initiatives Fund is dedicated to receive specified funds to supplement existing and future adopted Housing Program Initiatives. This initiative moves City-owned surplus properties back into productive use through the development and sale of surplus properties. The proceeds from those sales can be dedicated to expanding existing homeowner assistance programs. These funds have been recorded in the General Fund as the "Housing Initiatives Fund".

In FY 2017, City Council allocated \$440,000 from the General Fund's portion of the sale of 16 South Palafox to be designated to the Housing Initiatives Fund specifically for use in the Pensacola Inner City Community Redevelopment Area in order to fund the Urban Core, Eastside and Westside affordable housing rehabilitation projects. These funds have been designated separately from the "Housing Initiatives Fund" and are recorded as the "Inner City Housing Initiatives Fund".

Through the third quarter of FY 2019 the "Housing Initiatives Fund" account contributions and interest equaled \$46,100 and the expenditures totaled \$130,700. The total balance in the "Housing Initiatives Fund" at the end of the third quarter was \$62,028.

The “Inner City Housing Initiatives Fund” account contributions and interest income equaled \$6,800 and there were no expenditures during the third quarter of FY 2019. The total balance in the “Inner City Housing Initiatives Fund” at the end of the third quarter was \$447,286.

Local Option Gasoline Tax Fund:

Local Option Gasoline Tax revenue was \$29,900 or 3.35% below the budgeted levels through the third quarter of FY 2019. After contacting the State of Florida regarding the decline in revenue, it was discovered that the June remittance was lower than anticipated due to a late filing from a supplier. The July 2019 remittance includes the late receipt and will be reflected in the final FY 2019 revenue numbers.

Fund expenditures will not exceed budget for the fiscal year.

Stormwater Utility Fund:

Total utility fee revenue of \$2,712,100 represents 97.75% of budgeted revenue for the fiscal year. Fund expenditures are consistent with budget for the third quarter.

Stormwater Utility Fee revenues exceeded budget due to the collections occurring during the first part of the fiscal year. However, now that all revenues for Stormwater have been received it now appears they will not meet the budgeted level. In the late part of FY 2018 several parcels on the Airport property were determined to be exempt, therefore, fees for those parcels were not remitted. Additionally, during FY 2017 the Escambia County Tax Collector increased the fee to collect the special assessment from 1% to 2% reducing the amount remitted to the City.

Fund expenditures are consistent with budget for the third quarter.

Municipal Golf Course Fund:

Golf Course expenditures (including total City sponsored pension costs) exceeded revenues by \$175,200 before the General Fund subsidy of \$165,000 through the third quarter. When compared to FY 2018, revenue for this fiscal year exceeds prior year revenues by \$200 through the third quarter. An additional transfer from the General Fund over the \$220,000 will be needed by fiscal year end and is included on the Supplemental Budget Resolution.

Through the third quarter of FY 2018, 15,174 rounds were played with 4,829 driving range usage. This fiscal year 15,089 rounds were played with 4,060 driving range usage, a decrease of 85 rounds and a decrease of 769 driving range usage. Staff continues to advertise the golf course through local media outlets as well as keeping the golf course’s website updated. Staff also continues to monitor revenues and implement various marketing strategies as appropriate.

Concession payments from Fusion Grill, Inc. are current through the third quarter of FY 2019.

Expenditures at the Golf Course are consistent with the adopted FY 2019 budget.

Inspection Services Fund:

In total, revenues exceeded expenditures (including total City sponsored pension costs) by \$190,200. When compared to FY 2018, revenue for this fiscal year exceeds prior revenues through the third quarter by \$146,000. A strong economy and the need for additional housing within the City has spurred a surge in development which led to an increase in permits and an overall growth in revenue.

Expenditures for Inspection Services were consistent with budget.

Roger Scott Tennis Center:

The City has a three-year contract effective January 1, 2018 with Gulf Coast Tennis Group, LLC for the operation and management of the Roger Scott Tennis Center. As part of the contract, the City receives a minimum annual guaranteed revenue of \$125,000, which is estimated to fund the City's cost of operations. Through the third quarter, revenues exceeded expenditures by \$47,100. When compared to FY 2018, revenue for this fiscal year is \$11,700 below prior revenues through the third quarter. Expenditures are not anticipated to exceed budget by fiscal year end.

Following is a comparison of the activity at Roger Scott Tennis Center between the third quarter for FY's 2018 and 2019.

	<u>3RD QTR FY 2018</u>	<u>3RD QTR FY 2019</u>	<u>DIFF</u>
Daily Participants			
Hard Courts	1,507	583	(924)
All Courts (Includes Clay Courts)	2,900	861	(2,039)
Sub-Total	<u>4,407</u>	<u>1,444</u>	<u>(2,963)</u>
Playing Members	<u>17,807</u>	<u>5,712</u>	<u>(12,095)</u>
Sub-Total	<u>22,214</u>	<u>7,156</u>	<u>(15,058)</u>
Instructional Students	14,606	7,227	(7,379)
Rentals/Special Events/Programs	10,556	4,446	(6,110)
Total Players	<u>47,376</u>	<u>18,829</u>	<u>(28,547)</u>

Community Maritime Park Management Services Fund:

The New Market Tax Credit (NMTC) Financing structure was completed in FY 2017 and the Community Maritime Park Associates, Inc. (CMPA) was dissolved and all assets and liabilities of the CMPA were transferred to the City. FY 2018 was the first full year of operations by the City whereby all revenue and expenditures of the Community Maritime Park were reflected in the Community Maritime Park Management Services Fund.

On March 14, 2019 City Council approved the Fourth Amendment to the Multi-Use Facility Non-Exclusive Use Agreement between the City and the Northwest Florida Professional Baseball, LLC (NFPB). Included in that amendment was the change of the Variable Attendance

Surcharge to Attendance Surcharge and changed to a flat fee of \$1.50 per ticket instead of a sliding scale at 50¢ per ticket.

By the end of the third quarter of FY 2019, Park Operations expenditures (including total City sponsored pension costs) exceeded revenues by \$171,400 (excluding Renewal & Replacement). Expenditures will continue to exceed revenues until the fourth quarter of the fiscal year when the majority of the revenues generated at the Community Maritime Park are received or accrued. When compared to FY 2018, Park Operations revenue this fiscal year is \$18,100 more than the prior year through the third quarter. Expenditures were consistent with budget.

Local Option Sales Tax Fund:

Through the third quarter revenues exceeded budget by \$546,800 or 10.41%. Expenditures in total were consistent with budget for the third quarter.

All bond eligible expenses have been accounted for separately. An extension of the Local Option Sales Tax was approved in November 2014 and began January 1, 2018. It will expire on December 31, 2028. This is the fourth series of the Local Option Sales Tax. On October 18, 2017, the City issued the \$25 million Infrastructure Sales Surtax Revenue Bond, Series 2017 in order to fund projects identified in the LOST IV Plan.

It is anticipated that a draw upon the City's pooled cash to cover cash shortfalls in the fund will occur. This is projected to be necessary through the end of the life of the LOST IV Series. Also, fund balance may be negative based on anticipated project completion dates.

Stormwater Capital Projects Fund:

The \$2,712,100 transfer from the General Fund to the Stormwater Capital Projects Fund equaled the revenue fee collection in the Stormwater Utility Fund. Third quarter expenditures were within budget. As previously mentioned, Stormwater Utility Fee revenues will not meet budget which will affect the transfer from General Fund to the Stormwater Capital Projects Fund.

Gas Utility Fund:

Appropriated fund balance in the amount of \$1,348,100 and operating revenue exceeded gas operating expenses and encumbrances (including total City sponsored pension costs) by \$2,727,700 for the third quarter.

Through the third quarter of FY 2019, revenues were \$184,400 above prior year revenues through third quarter. This is mainly due to an increase in base load sales and higher gas costs. Current projected revenues for FY 2019 are anticipated to be within budgeted level.

Pensacola Energy has included 10¢ in the Purchase Gas Adjustment (PGA) calculation to restore the Pensacola Energy reserve. By the end of Fiscal Year 2018 that reserve was down by \$3.94 million, based on the reserve requirements recommended by Black & Veatch in the FYE 2012 Gas System Annual Report. At the end of June, 2019, the additional \$0.10 per Ccf collected has amounted to \$1,401,258 which is included in the aforementioned revenue. This recovery of reserve is a multi-year endeavor to recoup the shortfall experienced in prior years.

As reflected in the rate study and in accordance with the plan that Pensacola Energy submitted to the State Public Service Commission for the replacement of cast iron and steel pipes, the Infrastructure Cost Recovery began in FY 2013. This fee is charged for expenses that were made in the prior fiscal year. For the third quarter of FY 2019, \$2,973,200 has been received from Infrastructure Cost Recovery Revenue.

In total, expenses for the Gas Utility Fund were consistent with budget for the third quarter.

All bond eligible gas construction and infrastructure expenses have been accounted for separately and expensed by June 30, 2019.

Sanitation Fund:

In total, the appropriated fund balance in the amount of \$1,302,000 and operating revenue were below expenses and encumbrances (including total City sponsored pension costs) by \$153,400 for the third quarter. Sanitation Fund revenues for FY 2019 were \$113,300 above the FY 2018 revenues for the same time period. The FY 2019 budget included an additional \$1.00 Sanitation Equipment Surcharge as well as a rate increase based on the change in the CPI of 2.4% bringing the monthly rate to \$24.64, in accordance with the rate ordinance.

In total, Sanitation expenses through the third quarter were consistent with budget.

Port Fund:

Through the third quarter Port operating revenues were below operating expenses and encumbrances (including total City sponsored pension costs) by \$65,000. Operating revenues for FY 2019 exceeded FY 2018 operating revenues for the same time period by \$1,075,500. The majority of this increase is due the increase in Property Rental, Dockage, Interior Lighting, and Storage revenue. The increase in rental revenue is due to the opening of Pensacola Bay Oyster Company's spat facility as a new customer. The increase in Dockage is a result of more vessel dockage days being logged in the first nine months of FY 2019 as compared to the same time period in FY 2018, primarily due to increased business at Offshore Inland Marine's marine maintenance, repair & overhaul (MRO) facility at the Port. The increase in Interior Lighting is a result of both the increase in shore power utilization at Berth 1 and the new tariff provision that allows the Port to recover utility cost associated with nighttime vessel and warehouse operations. The increase in Storage is due to the expanded use of the Port by General Electric which includes one new vessel call monthly of imported wind generator components coming from Asia.

As previously mentioned, at the end of FY 2018 Port reserve balance was negative \$10,200. With the increase in revenue, City Council adopted a supplemental budget resolution on April 11, 2019 eliminating the appropriated fund balance and increased estimated revenues and appropriations.

Port expenses, in total (excluding Berth 6 expenditures / encumbrances), were at or below budget and are \$667,200 more than FY 2018 expenses for the same time period. Due to the previously mentioned increased activity, revenues and expenses continue to be closely monitored at the Port.

All Port lease payments have been paid and are current. On April 11, 2019, City Council authorized the write-off of \$363,000 in previously abated payables owed by Offshore Inland Marine & Oilfield Services. With that write-off, all payables owed by Offshore Inland are current.

Airport Fund:

Appropriated fund balance of \$13.9 million and operating revenues exceeded expenses and encumbrances (including total City sponsored pension costs) by \$8.2 million for the third quarter. By fiscal year end revenues are projected to meet or exceed expenses.

When compared to FY 2018 through the third quarter, passenger traffic at Pensacola International Airport has increased by 16.53%. For the three months that comprised the third quarter of FY 2019 (April, May and June), the number of passengers increased by 11.48% over the same period in FY 2018. The increase is due, in part, to improved air service and general economic conditions.

Overall Airport operating revenues were \$1,956,800 above the FY 2018 operating revenue for the same time period. Airline Revenues were \$1,800 below the prior fiscal year and Non-Airline Revenues exceeded the prior year by \$1,958,700. This decrease in Airline Revenues is mainly attributed to Air Carrier Landing Fees, Baggage Handling System, Cargo Apron Area Rentals, Cargo Landing Fees, and Loading Bridge Fees which total \$225,600 and are offset by an increase of \$223,800 in Airline Rentals, Apron Area Rental, and Ron Ramp fees for this fiscal year compared to the prior fiscal year. Signatory Air Carrier Landing fees are currently \$0.56 per 1,000 lbs. as compared to last fiscal year when the charge was \$0.65 per 1,000 lbs. All Air Carrier Landing Fees are recalculated annually. The bulk of the Non-Airline Revenue increase is from parking and rental car revenues. Revenue collected from Parking Lot exceeded the prior fiscal year by \$732,100 and combined revenue from Rental Cars, Rental Car Facility Charge and Rental Car CFC were \$763,300 over the prior year. The increase in Non-Airline revenue and a decrease in Airline Revenue is a positive outcome for the Airport.

It should be noted, that the Airport's agreement with the airlines provides for the airlines to fund any shortfall, excluding incentives, should they occur. On November 9, 2017 City Council approved new airline agreements establishing the business strategy and rate making formula for the Pensacola International Airport. These five-year agreements use an industry-standard structure to allow the Airport to continue to maintain full financial self-sufficiency with no reliance on the City's General Fund.

Expenses for the third quarter are consistent with budget.

Insurance Retention Fund / Central Services Fund:

These funds are categorized as internal service funds. They provide a service to the City's other operating funds. Revenues and expenses in these funds were consistent with budgeted levels.

Investment Schedule / Debt Service Schedule:

Also provided for information is a listing of City investments and a listing of the City's various debt issues.

The weighted interest rates received on investments during the third quarter of the last three fiscal years are as follows:

	<u>FY 2019</u>	<u>FY 2018</u>	<u>FY 2017</u>
April	2.21%	1.27%	0.73%
May	2.28%	1.33%	0.72%
June	2.25%	1.30%	0.76%

Legal Costs Schedule:

A schedule of legal costs paid directly to attorneys and/or firms who have provided services to the City has also been included in the quarterly report. This schedule lists the payee, the amount paid and the nature of the services provided to the City.

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2019
(Unaudited)**

	FY 2019					FY 2018			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	2,006,028	2,006,028	2,006,028	100.00%	1,790,900	100.00%	159,004	100.00%
REVENUES:									
GENERAL PROPERTY TAXES									
Current Taxes	15,429,000	15,429,000	15,429,000	15,655,210	101.47%	14,589,079	101.73%	14,589,079	100.00%
Delinquent Taxes	30,000	30,000	30,000	33,816	112.72%	32,658	108.86%	49,370	100.00%
Sub-Total	15,459,000	15,459,000	15,459,000	15,689,026	101.49%	14,621,737	101.75%	14,638,449	100.00%
FRANCHISE FEE									
Gulf Power - Electricity	5,850,100	5,850,100	5,850,100	3,432,828	58.68%	3,702,979	60.70%	5,919,503	100.00%
City of Pensacola - Gas	915,000	915,000	915,000	805,626	88.05%	776,206	84.83%	984,322	100.00%
ECUA - Water and Sewer	1,845,200	1,845,200	1,845,200	1,202,249	65.16%	1,190,834	73.89%	1,823,981	100.00%
Miscellaneous	0	0	0	0	----	0	----	0	----
Sub-Total	8,610,300	8,610,300	8,610,300	5,440,703	63.19%	5,670,019	65.73%	8,727,806	100.00%
PUBLIC SERVICE TAX									
Gulf Power - Electricity	6,307,200	6,307,200	6,307,200	3,797,576	60.21%	4,009,270	65.37%	6,446,833	100.00%
City of Pensacola - Gas	715,000	715,000	715,000	653,381	91.38%	652,640	80.08%	839,465	100.00%
ECUA - Water	1,156,800	1,156,800	1,156,800	758,030	65.53%	753,935	73.53%	1,175,135	100.00%
Miscellaneous	25,000	25,000	25,000	26,151	104.60%	24,886	124.43%	33,135	100.00%
Sub-Total	8,204,000	8,204,000	8,204,000	5,235,138	63.81%	5,440,731	68.07%	8,494,568	100.00%
LOCAL BUSINESS TAX									
Local Business Tax	910,000	910,000	910,000	928,759	102.06%	907,149	99.69%	915,792	100.37%
Local Business Tax Penalty	10,000	10,000	10,000	14,616	146.16%	13,147	131.47%	13,574	80.18%
Sub-Total	920,000	920,000	920,000	943,375	102.54%	920,296	100.03%	929,366	100.00%

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2019
(Unaudited)**

	FY 2019					FY 2018			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
REVENUES: (continued)									
LICENSES, PERMITS & PENALTIES									
Special Permits (Planning)	50,000	50,000	50,000	33,710	67.42%	31,020	62.04%	47,495	100.00%
Taxi Permits	6,000	6,000	6,000	5,458	90.97%	6,930	92.40%	8,418	100.21%
Fire Permits	21,000	21,000	21,000	16,964	80.78%	15,805	75.26%	22,675	100.00%
Sub-Total	<u>77,000</u>	<u>77,000</u>	<u>77,000</u>	<u>56,132</u>	72.90%	<u>53,755</u>	68.48%	<u>78,588</u>	100.02%
INTERGOVERNMENTAL									
FEDERAL									
Payment in Lieu of Taxes	17,000	17,000	17,000	10,233	60.19%	13,979	82.23%	13,979	100.00%
STATE									
1/2 Cent Sales Tax	4,978,700	4,978,700	4,978,700	3,265,845	65.60%	3,081,191	68.80%	4,810,068	100.07%
Beverage License Tax	100,000	100,000	100,000	117,249	117.25%	105,142	105.14%	106,864	100.00%
Mobile Home Tax	11,000	11,000	11,000	9,718	88.35%	8,920	111.50%	10,557	100.00%
Communication Services Tax	3,049,500	3,049,500	3,049,500	2,028,415	66.52%	2,028,120	66.35%	3,095,646	100.00%
State Rev Sharing - Motor Fuel Tax	548,700	548,700	548,700	401,991	73.26%	411,565	75.68%	551,279	100.00%
State Rev Sharing - Sales Tax	1,760,000	1,760,000	1,760,000	1,340,491	76.16%	1,316,975	75.63%	1,782,097	100.00%
Gas Rebate Municipal Vehicles	12,000	12,000	12,000	13,513	112.61%	8,841	73.68%	11,554	100.00%
Fire Fighter Supplemental Compensation	40,000	40,000	40,000	34,660	86.65%	33,234	83.09%	44,012	100.00%
Sub-Total	<u>10,516,900</u>	<u>10,516,900</u>	<u>10,516,900</u>	<u>7,222,115</u>	68.67%	<u>7,007,967</u>	70.10%	<u>10,426,056</u>	100.03%

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2019
(Unaudited)**

	FY 2019					FY 2018			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
REVENUES: (continued)									
OTHER CHARGES FOR SERVICES									
Swimming Pool Fees	0	0	0	3,540	----	3,033	----	5,190	100.02%
Boat Launch Fees	20,000	20,000	20,000	13,289	66.45%	11,833	69.61%	16,257	99.99%
Esc. School Board - SRO	185,500	185,500	185,500	221,299	119.30%	108,198	58.33%	163,479	99.99%
ECSD - 911 Calltakers	237,400	237,400	237,400	170,756	71.93%	173,552	73.11%	232,710	100.00%
State Traffic Signal Maintenance	333,100	333,100	333,100	0	0.00%	0	0.00%	335,506	100.00%
State Street Light Maintenance	312,700	312,700	312,700	358,198	114.55%	322,059	106.08%	322,059	100.02%
Miscellaneous	40,000	40,000	40,000	36,448	91.12%	37,104	92.76%	46,629	100.00%
Sub-Total	1,128,700	1,128,700	1,128,700	803,530	71.19%	655,779	59.07%	1,121,830	100.00%
FINES, FORFEITURES & PENALTIES									
POLICE									
Court Fines	12,500	12,500	12,500	10,560	84.48%	9,261	63.87%	12,102	100.00%
Traffic Fines	90,000	90,000	90,000	69,659	77.40%	58,910	65.46%	84,370	100.00%
OTHER FINES									
Miscellaneous	5,000	5,000	5,000	5,161	103.22%	4,615	92.30%	5,679	102.32%
Sub-Total	107,500	107,500	107,500	85,380	79.42%	72,786	66.47%	102,151	100.13%

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2019
(Unaudited)**

	FY 2019					FY 2018			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
REVENUES: (continued)									
INTEREST									
Investments and Deposits	145,000	145,000	145,000	57,536	39.68%	21,809	43.62%	228,365	99.21%
Sub-Total	145,000	145,000	145,000	57,536	39.68%	21,809	43.62%	228,365	99.21%
OTHER REVENUES									
Miscellaneous	400,000	400,000	400,000	319,185	79.80%	406,367	81.27%	471,634	94.33%
Miscellaneous - Saenger Facility Fee	75,000	105,000	105,000	38,205	36.39%	3,048	4.06%	87,313	100.00%
Sale of Assets	50,000	50,000	50,000	101,030	202.06%	51,645	76.37%	51,645	100.00%
Sub-Total	525,000	555,000	555,000	458,420	82.60%	461,060	71.75%	610,592	95.56%
Sub-Total Revenues	45,693,400	45,723,400	45,723,400	35,991,355	78.72%	34,925,939	79.56%	45,357,771	99.94%
TRANSFERS IN									
Gas Utility Fund	8,000,000	8,000,000	8,000,000	8,000,000	100.00%	8,000,000	100.00%	8,000,000	100.00%
Sub-Total	8,000,000	8,000,000	8,000,000	8,000,000	100.00%	8,000,000	100.00%	8,000,000	100.00%
TOTAL REVENUES	53,693,400	53,723,400	53,723,400	43,991,355	81.88%	42,925,939	82.71%	53,357,771	99.95%
TOTAL REVENUES AND FUND BALANCE	\$ 53,693,400	55,729,428	55,729,428	45,997,383	82.54%	44,716,839	83.29%	53,516,775	99.95%

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2019
(Unaudited)**

	FY 2019					FY 2018			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES:									
CITY COUNCIL									
Personal Services	\$ 643,100	643,100	643,000	386,943	60.18%	379,763	62.42%	536,247	88.15%
City Sponsored Pensions	0	0	100	33	33.00%	30	60.00%	42	84.00%
Sub-Total	643,100	643,100	643,100	386,976	60.17%	379,793	62.42%	536,289	88.15%
Operating Expenses	481,900	635,136	635,136	333,567	52.52%	358,637	53.07%	380,145	66.24%
Sub-Total	1,125,000	1,278,236	1,278,236	720,543	56.37%	738,430	57.50%	916,434	76.62%
Allocated Overhead/(Cost Recovery)	(377,500)	(377,500)	(377,500)	(283,125)	75.00%	(284,775)	75.00%	(377,500)	100.00%
Sub-Total	747,500	900,736	900,736	437,418	48.56%	453,655	50.15%	538,934	66.88%
MAYOR									
Personal Services	992,300	992,300	1,085,610	766,563	70.61%	646,030	67.48%	966,182	97.50%
City Sponsored Pensions	48,800	48,800	48,800	48,800	100.00%	48,800	100.00%	48,800	100.00%
Sub-Total	1,041,100	1,041,100	1,134,410	815,363	71.88%	694,830	69.06%	1,014,982	97.61%
Operating Expenses	384,200	390,206	438,596	370,509	84.48%	278,143	63.19%	385,327	96.27%
Sub-Total	1,425,300	1,431,306	1,573,006	1,185,872	75.39%	972,973	67.27%	1,400,309	97.24%
Allocated Overhead/(Cost Recovery)	(694,900)	(694,900)	(694,900)	(521,175)	75.00%	(450,825)	75.00%	(694,900)	100.00%
Sub-Total	730,400	736,406	878,106	664,697	75.70%	522,148	61.78%	705,409	94.68%
CITY CLERK									
Personal Services	227,500	227,500	227,500	150,544	66.17%	122,275	71.13%	172,064	99.75%
City Sponsored Pensions	29,100	29,100	29,100	29,100	100.00%	29,100	100.00%	29,100	100.00%
Sub-Total	256,600	256,600	256,600	179,644	70.01%	151,375	75.31%	201,164	99.78%
Operating Expenses	42,100	42,100	42,100	26,019	61.80%	24,031	54.00%	39,792	90.64%
Sub-Total	298,700	298,700	298,700	205,663	68.85%	175,406	71.45%	240,956	98.15%
Allocated Overhead/(Cost Recovery)	(110,900)	(110,900)	(110,900)	(83,175)	75.00%	(86,175)	75.00%	(110,900)	100.00%
Sub-Total	187,800	187,800	187,800	122,488	65.22%	89,231	68.32%	130,056	96.62%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2019
(Unaudited)**

	FY 2019					FY 2018			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES: (continued)									
LEGAL									
Personal Services	415,900	465,900	591,635	494,782	83.63%	261,515	63.49%	380,015	78.33%
City Sponsored Pensions	19,600	19,600	19,600	19,600	100.00%	19,600	100.00%	19,600	100.00%
Sub-Total	435,500	485,500	611,235	514,382	84.15%	281,115	65.15%	399,615	79.17%
Operating Expenses	140,500	140,500	140,100	94,970	67.79%	142,054	86.94%	195,267	100.00%
Sub-Total	576,000	626,000	751,335	609,352	81.10%	423,169	71.13%	594,882	84.98%
Allocated Overhead/(Cost Recovery)	(235,400)	(235,400)	(235,400)	(176,550)	75.00%	(175,275)	75.00%	(235,400)	100.00%
Sub-Total	340,600	390,600	515,935	432,802	83.89%	247,894	68.63%	359,482	77.37%
HUMAN RESOURCES									
Personal Services	578,100	578,100	590,274	475,422	80.54%	390,446	71.15%	545,967	99.50%
City Sponsored Pensions	112,300	112,300	112,426	112,393	99.97%	112,384	99.97%	112,419	99.93%
Sub-Total	690,400	690,400	702,700	587,815	83.65%	502,830	76.05%	658,386	99.57%
Operating Expenses	157,700	157,700	159,400	132,114	82.88%	90,199	65.13%	137,415	99.22%
Sub-Total	848,100	848,100	862,100	719,929	83.51%	593,029	74.16%	795,801	99.51%
Allocated Overhead/(Cost Recovery)	(293,400)	(293,400)	(293,400)	(220,050)	75.00%	(225,900)	75.00%	(293,400)	100.00%
Sub-Total	554,700	554,700	568,700	499,879	87.90%	367,129	73.65%	502,401	99.23%
NON-DEPARTMENTAL FUNDING									
Operating Expenses	3,382,900	3,772,640	3,772,640	3,186,205	84.46%	2,814,699	83.40%	3,026,018	89.59%
Sub-Total	3,382,900	3,772,640	3,772,640	3,186,205	84.46%	2,814,699	83.40%	3,026,018	89.59%
FINANCIAL SERVICES									
Personal Services	1,688,000	1,688,000	1,687,020	1,209,862	71.72%	1,158,987	71.49%	1,611,539	99.71%
City Sponsored Pensions	287,200	287,200	288,180	287,488	99.76%	287,511	99.90%	287,619	99.99%
Sub-Total	1,975,200	1,975,200	1,975,200	1,497,350	75.81%	1,446,498	75.77%	1,899,158	99.75%
Operating Expenses	402,800	419,347	419,347	295,552	70.48%	300,997	72.41%	418,721	99.98%
Sub-Total	2,378,000	2,394,547	2,394,547	1,792,902	74.87%	1,747,495	75.17%	2,317,879	99.79%
Allocated Overhead/(Cost Recovery)	(1,539,600)	(1,539,600)	(1,539,600)	(1,154,700)	75.00%	(1,104,900)	75.00%	(1,539,600)	100.00%
Sub-Total	838,400	854,947	854,947	638,202	74.65%	642,595	75.47%	778,279	99.39%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2019
(Unaudited)**

	FY 2019					FY 2018			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES: (continued)									
PLANNING SERVICES									
Personal Services	508,300	508,300	461,700	337,916	73.19%	347,694	68.54%	489,957	98.26%
City Sponsored Pensions	67,800	67,800	67,800	67,800	100.00%	67,800	100.00%	67,800	100.00%
Sub-Total	576,100	576,100	529,500	405,716	76.62%	415,494	72.25%	557,757	98.46%
Operating Expenses	286,000	414,375	426,475	184,025	43.15%	130,992	37.50%	205,828	58.92%
Sub-Total	862,100	990,475	955,975	589,741	61.69%	546,486	59.12%	763,585	83.38%
PARKS & RECREATION									
Personal Services	2,840,700	2,840,700	2,814,499	1,932,570	68.66%	1,811,534	66.77%	2,617,281	99.60%
City Sponsored Pensions	680,300	680,300	680,801	680,603	99.97%	680,583	99.98%	680,701	100.00%
Sub-Total	3,521,000	3,521,000	3,495,300	2,613,173	74.76%	2,492,117	73.43%	3,297,982	99.68%
Operating Expenses	2,922,600	3,238,876	3,187,376	2,297,764	72.09%	2,164,048	73.53%	2,640,475	96.51%
Sub-Total	6,443,600	6,759,876	6,682,676	4,910,937	73.49%	4,656,165	73.48%	5,938,457	98.19%
Allocated Overhead/(Cost Recovery)	(9,200)	(9,200)	(9,200)	(6,900)	75.00%	(4,350)	75.00%	(9,200)	100.00%
Sub-Total	6,434,400	6,750,676	6,673,476	4,904,037	73.49%	4,651,815	73.48%	5,929,257	98.19%
PUBLIC WORKS & FACILITIES									
Personal Services	1,603,300	1,603,300	1,548,312	1,166,807	75.36%	1,016,135	65.47%	1,469,763	96.80%
City Sponsored Pensions	302,300	302,300	302,488	302,444	99.99%	302,498	99.99%	302,576	99.94%
Sub-Total	1,905,600	1,905,600	1,850,800	1,469,251	79.38%	1,318,633	71.10%	1,772,339	97.32%
Operating Expenses	2,848,400	3,686,869	3,686,869	2,414,119	65.48%	1,693,377	58.43%	2,371,786	90.93%
Sub-Total	4,754,000	5,592,469	5,537,669	3,883,370	70.13%	3,012,010	63.38%	4,144,125	93.38%
Allocated Overhead/(Cost Recovery)	(298,200)	(298,200)	(298,200)	(223,650)	75.00%	(249,000)	75.00%	(298,200)	100.00%
Sub-Total	4,455,800	5,294,269	5,239,469	3,659,720	69.85%	2,763,010	62.50%	3,845,925	92.94%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2019
(Unaudited)**

	FY 2019					FY 2018			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES: (continued)									
FIRE									
Personal Services	7,269,100	7,269,100	7,264,975	5,363,713	73.83%	4,989,886	71.90%	7,007,802	99.24%
City Sponsored Pensions	1,077,200	1,077,200	1,081,325	1,080,539	99.93%	1,412,210	99.86%	1,413,425	99.99%
Sub-Total	8,346,300	8,346,300	8,346,300	6,444,252	77.21%	6,402,096	76.63%	8,421,227	99.36%
Operating Expenses	1,500,500	1,530,710	1,530,710	992,996	64.87%	990,995	67.99%	1,322,116	101.16%
Sub-Total	9,846,800	9,877,010	9,877,010	7,437,248	75.30%	7,393,091	75.35%	9,743,343	99.61%
POLICE									
Personal Services	13,813,800	13,813,800	13,593,598	10,276,761	75.60%	8,878,861	67.83%	12,485,560	98.05%
City Sponsored Pensions	4,738,600	4,738,600	4,752,127	4,741,604	99.78%	4,841,960	99.82%	4,843,079	100.25%
Sub-Total	18,552,400	18,552,400	18,345,725	15,018,365	81.86%	13,720,821	76.48%	17,328,639	98.65%
Operating Expenses	3,764,600	3,871,769	3,963,909	2,961,684	74.72%	2,988,221	69.50%	3,939,045	86.54%
Sub-Total	22,317,000	22,424,169	22,309,634	17,980,049	80.59%	16,709,042	75.13%	21,267,684	96.11%
TRANSFERS OUT									
Municipal Golf Course Fund	220,000	220,000	220,000	165,000	75.00%	165,000	75.00%	220,000	100.00%
Stormwater Capital Projects Fund	2,775,000	2,775,000	2,775,000	2,712,112	97.73%	2,726,603	98.26%	2,733,596	100.00%
Sub-Total	2,995,000	2,995,000	2,995,000	2,877,112	96.06%	2,891,603	96.55%	2,953,596	100.00%
TOTAL EXPENDITURES	\$ 53,693,400	55,729,428	55,729,428	43,429,598	77.93%	40,092,398	74.67%	50,543,969	95.71%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
TREE PLANTING TRUST - GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2019
(Unaudited)**

	FY 2019					FY 2018			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	290,000	100.00%	(4,600)	100.00%
REVENUES:									
Tree Trust Fund	0	0	0	95,150	----	1,975	19.75%	4,600	100.00%
Interest	0	0	0	6,039	----	1,056	----	1,173	----
TOTAL REVENUES	0	0	0	101,189	----	3,031	30.31%	5,773	125.50%
TOTAL REVENUES AND FUND BALANCE	\$ 0	0	0	101,189	----	293,031	97.68%	1,173	----
EXPENDITURES:									
Personal Services	\$ 0	0	0	0	----	0	----	0	----
Operating Expenses	0	0	0	0	----	0	----	0	----
Capital Outlay	0	0	0	0	----	0	----	0	----
Sub-Total	0	0	0	0	----	0	----	0	----
RESERVED	0	0	0	0	----	0	0.00%	0	----
TOTAL EXPENDITURES	\$ 0	0	0	0	----	0	0.00%	0	----

CITY OF PENSACOLA
PARK PURCHASES - GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2019
(Unaudited)

	FY 2019					FY 2018			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	0	----	0	----
REVENUES:									
Park Purchases Fund	0	0	0	3,563	----	38,033	----	103,496	----
Interest	0	0	0	1,598	----	0	----	64	----
TOTAL REVENUES	0	0	0	5,161	----	38,033	----	103,560	----
TOTAL REVENUES AND FUND BALANCE	\$ 0	0	0	5,161	----	38,033	----	103,560	----
EXPENDITURES:									
Personal Services	\$ 0	0	0	0	----	0	----	0	----
Operating Expenses	0	0	0	0	----	0	----	0	----
Capital Outlay	0	0	0	0	----	0	----	0	----
Sub-Total	0	0	0	0	----	0	----	0	----
RESERVED	0	0	0	0	----	0	----	0	----
TOTAL EXPENDITURES	\$ 0	0	0	0	----	0	----	0	----

CITY OF PENSACOLA
HOUSING INITIATIVES FUND - GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2019
(Unaudited)

	FY 2019					FY 2018			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	146,518	146,518	146,518	100.00%	0	----	0	----
REVENUES:									
Sale of Asset	0	0	0	43,889	----	251,452	200.00%	251,452	100.00%
Interest	0	0	0	2,260	----	0	----	145	----
TOTAL REVENUES	0	0	0	46,149	----	251,452	200.00%	251,597	100.06%
TOTAL REVENUES AND FUND BALANCE	\$ 0	146,518	146,518	192,667	131.50%	251,452	200.00%	251,597	100.06%
EXPENDITURES:									
Personal Services	\$ 0	25,000	25,000	15,304	61.22%	0	----	0	----
Operating Expenses	0	121,518	6,181	0	0.00%	78	0.15%	78	0.05%
Grants & Aids	0	0	115,337	115,337	100.00%	90,000	120.00%	105,000	100.00%
Sub-Total	0	146,518	146,518	130,641	89.16%	90,078	71.65%	105,078	41.79%
TOTAL EXPENDITURES	\$ 0	146,518	146,518	130,641	89.16%	90,078	71.65%	105,078	41.79%

CITY OF PENSACOLA
INNER CITY HOUSING INITIATIVES FUND - GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2019
(Unaudited)

	FY 2019					FY 2018			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	440,489	440,489	440,489	100.00%	440,000	100.00%	0	----
REVENUES:									
Interest	0	0	0	6,797	----	0	----	490	----
TOTAL REVENUES	0	0	0	6,797	----	0	----	490	----
TOTAL REVENUES AND FUND BALANCE	\$ 0	440,489	440,489	447,286	101.54%	440,000	100.00%	490	----
EXPENDITURES:									
Grants & Aids	0	440,489	440,489	0	0.00%	0	0.00%	0	----
Sub-Total	0	440,489	440,489	0	0.00%	0	0.00%	0	----
TOTAL EXPENDITURES	\$ 0	440,489	440,489	0	0.00%	0	0.00%	0	----

CITY OF PENSACOLA
LOCAL OPTION GASOLINE TAX FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2019
(Unaudited)

	FY 2019					FY 2018			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 43,700	43,700	43,700	43,700	100.00%	37,800	100.00%	(1,337,263)	100.00%
REVENUES:									
Gasoline Tax (6 cent local)	1,370,000	1,370,000	1,370,000	861,301	62.87%	888,297	64.84%	1,365,613	100.00%
Interest	0	0	0	5,580	----	1,133	----	15,351	100.00%
Sub-Total	1,370,000	1,370,000	1,370,000	866,881	63.28%	889,430	64.92%	1,380,964	100.00%
TOTAL REVENUES	1,370,000	1,370,000	1,370,000	866,881	63.28%	889,430	64.92%	1,380,964	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 1,413,700	1,413,700	1,413,700	910,581	64.41%	927,230	65.86%	43,701	100.00%
EXPENDITURES:									
Allocated Overhead/(Cost Recovery)	43,700	43,700	43,700	32,775	75.00%	28,350	75.00%	43,700	100.00%
Sub-Total	43,700	43,700	43,700	32,775	75.00%	28,350	75.00%	43,700	100.00%
TRANSFERS OUT									
LOGT Debt Service fund	1,370,000	1,370,000	1,370,000	861,301	62.87%	0	0.00%	0	----
TOTAL EXPENDITURES	\$ 1,413,700	1,413,700	1,413,700	894,076	63.24%	28,350	2.01%	43,700	100.00%

**CITY OF PENSACOLA
STORMWATER UTILITY FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2019
(Unaudited)**

	FY 2019					FY 2018			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	302,770	302,770	302,770	100.00%	10,850	100.00%	241,970	100.00%
REVENUES:									
Stormwater Utility Fees	2,770,000	2,770,000	2,770,000	2,707,581	97.75%	2,720,317	98.21%	2,725,973	100.00%
Delinquent Stormwater Utility Fee	5,000	5,000	5,000	4,531	90.62%	6,286	125.72%	7,623	100.00%
CHARGES FOR SERVICES:									
State Right of Way Maintenance	99,600	99,600	99,600	66,431	66.70%	66,431	22.95%	99,647	100.00%
Interest Income	0	0	0	5,337	----	2,314	----	13,225	100.00%
TOTAL REVENUES	2,874,600	2,874,600	2,874,600	2,783,880	96.84%	2,795,348	91.22%	2,846,468	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 2,874,600	3,177,370	3,177,370	3,086,650	97.14%	2,806,198	91.25%	3,088,438	100.00%
EXPENDITURES:									
STORMWATER O & M									
Personal Services	\$ 849,100	849,100	854,532	610,055	71.39%	572,955	70.51%	809,080	99.93%
City Sponsored Pensions	293,000	293,000	293,428	293,331	99.97%	293,313	99.98%	293,443	100.00%
Sub-Total	1,142,100	1,142,100	1,147,960	903,386	78.69%	866,268	78.32%	1,102,523	99.95%
Operating Expenses	550,600	557,450	556,946	360,540	64.74%	300,501	65.21%	418,626	92.00%
Capital Outlay	18,000	56,635	56,635	56,372	99.54%	38,635	100.00%	0	0.00%
Allocated Overhead/(Cost Recovery)	196,400	196,400	196,400	147,300	75.00%	131,925	75.00%	196,400	100.00%
Sub-Total	1,907,100	1,952,585	1,957,941	1,467,598	74.96%	1,337,329	75.07%	1,717,549	95.78%
STREET CLEANING									
Personal Services	413,200	413,200	407,224	267,264	65.63%	294,684	79.28%	354,207	93.78%
City Sponsored Pensions	79,600	79,600	79,716	79,690	99.97%	79,691	99.99%	79,723	100.00%
Sub-Total	492,800	492,800	486,940	346,954	71.25%	374,375	82.94%	433,930	94.86%
Operating Expenses	376,200	376,553	377,057	258,092	68.45%	263,731	81.22%	362,132	99.89%
Capital Outlay	0	256,932	256,932	256,932	100.00%	378,540	89.70%	119,805	31.79%
Allocated Overhead/(Cost Recovery)	98,500	98,500	98,500	73,875	75.00%	71,925	75.00%	98,500	100.00%
Sub-Total	967,500	1,224,785	1,219,429	935,853	76.75%	1,088,571	84.12%	1,014,367	78.31%
TOTAL EXPENDITURES	\$ 2,874,600	3,177,370	3,177,370	2,403,451	75.64%	2,425,900	78.88%	2,731,916	88.46%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
MUNICIPAL GOLF COURSE FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2019
(Unaudited)**

	FY 2019					FY 2018			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	4,454	100.00%	47,303	100.00%
REVENUES:									
GOLF COURSE CHARGES									
Green Fees	292,400	292,400	292,400	196,742	67.29%	191,397	57.12%	251,241	86.03%
Electric Cart Rentals	90,000	90,000	90,000	64,331	71.48%	62,207	84.75%	82,979	100.00%
Pull Cart Rentals	200	200	200	65	32.50%	107	26.75%	116	99.15%
Concessions	18,000	18,000	18,000	13,500	75.00%	13,500	74.59%	18,000	100.00%
Pro Shop Sales	11,500	11,500	11,500	9,193	79.94%	9,080	60.13%	12,211	100.00%
Tournaments	54,900	54,900	54,900	26,804	48.82%	33,802	96.58%	46,432	100.00%
Driving Range	30,000	30,000	30,000	20,518	68.39%	21,334	71.11%	27,964	100.00%
Capital Surcharge	40,000	40,000	40,000	26,117	65.29%	25,659	51.32%	34,054	100.00%
Advertising	7,500	7,500	7,500	0	0.00%	0	----	0	----
Miscellaneous	0	0	0	44	----	0	----	0	----
Interest Income	500	500	500	43	8.60%	73	----	455	100.22%
SUB-TOTAL REVENUES	545,000	545,000	545,000	357,357	65.57%	357,159	64.11%	473,452	92.07%
TRANSFERS IN GENERAL FUND	220,000	220,000	220,000	165,000	75.00%	165,000	75.00%	220,000	100.00%
TOTAL REVENUES	765,000	765,000	765,000	522,357	68.28%	522,159	67.19%	693,452	94.44%
TOTAL REVENUES AND FUND BALANCE	\$ 765,000	765,000	765,000	522,357	68.28%	526,613	67.38%	740,755	94.78%
EXPENDITURES:									
OPERATIONS									
Personal Services	\$ 367,800	367,800	367,800	249,864	67.93%	255,677	72.04%	358,115	98.35%
City Sponsored Pensions	48,800	48,800	48,800	48,800	100.00%	48,800	100.00%	48,800	100.00%
Sub-Total	416,600	416,600	416,600	298,664	71.69%	304,477	75.42%	406,915	98.55%
Operating Expenses	348,400	348,400	348,400	233,851	67.12%	274,949	72.77%	331,908	90.04%
TOTAL EXPENDITURES	\$ 765,000	765,000	765,000	532,515	69.61%	579,426	74.14%	738,823	94.53%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
INSPECTION SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2019
(Unaudited)**

	FY 2019					FY 2018			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	0	----	(67,491)	100.00%
REVENUES:									
Building Permits	765,000	765,000	765,000	605,047	79.09%	478,164	64.96%	665,543	100.12%
Electrical Permits	230,000	230,000	230,000	172,258	74.89%	163,596	81.80%	226,663	100.00%
Gas Permits	39,500	39,500	39,500	34,525	87.41%	35,650	97.67%	46,925	100.00%
Plumbing Permits	120,000	120,000	120,000	112,895	94.08%	103,918	111.74%	136,714	100.13%
Mechanical Permits	75,000	75,000	75,000	67,870	90.49%	76,049	114.36%	100,224	100.00%
Miscellaneous Permits	8,500	8,500	8,500	8,325	97.94%	5,568	55.68%	9,025	99.99%
Zoning Review & Inspection Fees	85,000	85,000	85,000	71,200	83.76%	75,050	115.46%	103,750	100.00%
Permit Application Fee	202,000	202,000	202,000	174,076	86.18%	169,233	84.62%	226,056	100.00%
Interest Income	0	0	0	6,154	----	2,039	----	19,612	100.00%
Sale of asset	0	0	0	2,900	----	0	----	0	----
TOTAL REVENUES	<u>1,525,000</u>	<u>1,525,000</u>	<u>1,525,000</u>	<u>1,255,250</u>	82.31%	<u>1,109,267</u>	78.83%	<u>1,534,512</u>	100.06%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 1,525,000</u>	<u>1,525,000</u>	<u>1,525,000</u>	<u>1,255,250</u>	82.31%	<u>1,109,267</u>	78.83%	<u>1,467,021</u>	100.07%
EXPENDITURES:									
OPERATIONS									
Personal Services	\$ 790,700	790,700	790,711	591,340	74.79%	548,976	74.84%	801,061	99.31%
City Sponsored Pensions	144,900	144,900	144,971	144,970	100.00%	144,961	99.99%	144,987	100.00%
Sub-Total	<u>935,600</u>	<u>935,600</u>	<u>935,682</u>	<u>736,310</u>	78.69%	<u>693,937</u>	78.99%	<u>946,048</u>	99.41%
Operating Expenses	385,800	385,800	359,318	149,700	41.66%	146,257	51.46%	203,136	76.43%
Capital Outlay	0	0	26,400	26,367	99.88%	37,442	83.20%	37,442	83.20%
Sub-Total	<u>1,321,400</u>	<u>1,321,400</u>	<u>1,321,400</u>	<u>912,377</u>	69.05%	<u>877,636</u>	72.66%	<u>1,186,626</u>	93.99%
Allocated Overhead/(Cost Recovery)	203,600	203,600	203,600	152,700	75.00%	149,475	75.00%	203,600	100.00%
TOTAL EXPENDITURES	<u>\$ 1,525,000</u>	<u>1,525,000</u>	<u>1,525,000</u>	<u>1,065,077</u>	69.84%	<u>1,027,111</u>	72.99%	<u>1,390,226</u>	94.83%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
ROGER SCOTT TENNIS CENTER
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2019
(Unaudited)**

	FY 2019					FY 2018			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	27,500	100.00%	62,608	100.00%
REVENUES:									
CHARGES FOR SERVICES									
Scott Tennis Court Fees	0	0	0	0	----	40,803	15.90%	40,803	100.00%
Scott Tennis Concession Fees	0	0	0	0	----	100	----	100	100.00%
Scott Tennis Pro Revenue	125,000	125,000	125,000	93,750	75.00%	65,550	262.20%	99,642	100.00%
Scott Tennis Pro Shop Lease	3,700	3,700	3,700	3,088	83.46%	2,382	76.84%	3,196	93.67%
Interest Income	0	0	0	353	----	52	----	719	100.00%
TOTAL REVENUES	128,700	128,700	128,700	97,191	75.52%	108,887	38.25%	144,460	99.85%
TOTAL REVENUES AND FUND BALANCE	\$ 128,700	128,700	128,700	97,191	75.52%	136,387	43.69%	207,068	99.90%
EXPENDITURES:									
OPERATIONS									
Personal Services	\$ 0	0	0	0	----	33,619	24.27%	33,619	100.00%
Operating Expenses	128,700	128,700	128,700	50,111	38.94%	117,510	67.66%	133,300	76.76%
Capital Outlay	0	0	0	0	----	0	----	0	----
TOTAL EXPENDITURES	\$ 128,700	128,700	128,700	50,111	38.94%	151,129	48.41%	166,919	80.53%

CITY OF PENSACOLA
COMMUNITY MARITIME PARK MANAGEMENT SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2019
(Unaudited)

	FY 2019					FY 2018			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
PARK OPERATIONS:									
APPROPRIATED FUND BALANCE	\$ 0	1,300	1,300	1,300	100.00%	328,272	100.00%	99,369	100.00%
REVENUES:									
COMMUNITY MARITIME PARK									
Event Scheduling Management									
Rentals	12,000	12,000	12,000	33,220	276.83%	15,860	45.31%	18,460	100.00%
Ticketed Events	0	0	0	0	----	0	----	1,017	100.00%
Vendor Kiosk Management									
Kiosk Sales	1,200	1,200	1,200	1,833	152.75%	1,400	116.67%	1,700	100.00%
Donations	0	0	0	15,500	----	12,000	----	17,950	100.00%
Parking Management	100,000	100,000	100,000	62,320	62.32%	53,158	97.18%	94,657	100.00%
City Hall Parking	30,000	30,000	30,000	16,906	56.35%	15,470	51.57%	26,755	100.00%
Lease Fees	153,400	153,400	153,400	109,850	71.61%	109,850	71.38%	146,468	100.00%
User Fees									
Northwest Florida Professional Baseball	175,000	175,000	175,000	131,250	75.00%	131,250	75.00%	175,000	100.00%
University of West Florida	22,000	22,000	22,000	16,667	75.76%	16,667	111.11%	25,000	100.00%
Surcharge									
Variable Attendance	318,000	318,000	318,000	0	0.00%	0	0.00%	313,350	100.00%
Naming Rights	112,500	112,500	112,500	28,125	25.00%	28,125	25.00%	112,500	100.00%
Community Event Concessions	30,000	30,000	30,000	0	0.00%	14,231	47.44%	27,175	100.00%
Other Charges for Services	23,600	23,600	23,600	10,756	45.58%	10,756	45.58%	23,342	100.00%
Interest Income	0	0	0	0	----	0	----	0	----
Miscellaneous Revenue	0	0	0	502	----	104	----	164	100.00%
Sub-Total	977,700	977,700	977,700	426,929	43.67%	408,871	43.00%	983,538	100.00%
TOTAL REVENUES	977,700	977,700	977,700	426,929	43.67%	408,871	43.00%	983,538	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 977,700	979,000	979,000	428,229	43.74%	737,143	67.70%	1,082,907	100.00%

CITY OF PENSACOLA
COMMUNITY MARITIME PARK MANAGEMENT SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2019
(Unaudited)

	FY 2019					FY 2018			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENSES:									
COMMUNITY MARITIME PARK									
Personal Services	\$ 121,700	121,700	121,700	43,534	35.77%	55,295	67.27%	93,636	96.94%
City Sponsored Pensions	0	0	0	0	----	0	----	0	----
Sub-Total	<u>121,700</u>	<u>121,700</u>	<u>121,700</u>	<u>43,534</u>	35.77%	<u>55,295</u>	67.27%	<u>93,636</u>	96.94%
Operating Expenses	827,100	828,400	828,400	526,203	63.52%	510,745	58.61%	693,279	77.08%
Capital Outlay	8,900	8,900	8,900	8,544	96.00%	65,546	100.00%	66,896	100.00%
Sub-Total	<u>957,700</u>	<u>959,000</u>	<u>959,000</u>	<u>578,281</u>	60.30%	<u>631,586</u>	61.97%	<u>853,811</u>	80.33%
TRANSFERS OUT									
Insurance Retention Fund	0	0	0	0	----	0	100.00%	0	----
Sub-Total	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	----	<u>0</u>	100.00%	<u>0</u>	----
DEBT SERVICE									
Interest	0	0	0	0	----	0	----	0	----
Principal	20,000	20,000	20,000	20,000	100.00%	20,000	100.00%	20,000	100.00%
Sub-Total	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	100.00%	<u>20,000</u>	100.00%	<u>20,000</u>	100.00%
TOTAL PARK OPERATIONS EXPENDITURES	<u>\$ 977,700</u>	<u>979,000</u>	<u>979,000</u>	<u>598,281</u>	61.11%	<u>651,586</u>	59.85%	<u>873,811</u>	80.69%
PARK RENEWAL AND REPLACEMENT:									
APPROPRIATED FUND BALANCE	<u>\$ 0</u>	<u>0</u>	<u>0</u>	<u>0</u>	----	<u>0</u>	0.00%	<u>175,000</u>	100.00%
REVENUES:									
Variable Ticket	144,000	144,000	144,000	7,802	5.42%	10,059	6.25%	125,605	100.00%
Interest Income	0	0	0	3,138	----	790	----	7,060	100.00%
Sub-Total	<u>144,000</u>	<u>144,000</u>	<u>144,000</u>	<u>10,940</u>	7.60%	<u>10,849</u>	6.74%	<u>132,665</u>	100.00%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 144,000</u>	<u>144,000</u>	<u>144,000</u>	<u>10,940</u>	7.60%	<u>10,849</u>	3.09%	<u>307,665</u>	100.00%
EXPENSES:									
Personal Services	\$ 0	0	0	0	----	1,305	26.10%	1,305	26.10%
Operating Expenses	144,000	144,000	144,000	2,996	2.08%	72,261	20.86%	143,878	47.54%
Sub-Total	<u>144,000</u>	<u>144,000</u>	<u>144,000</u>	<u>2,996</u>	2.08%	<u>73,566</u>	20.94%	<u>145,183</u>	47.19%
TOTAL RENEWAL AND REPLACEMENT EXPENDITURES	<u>\$ 144,000</u>	<u>144,000</u>	<u>144,000</u>	<u>2,996</u>	2.08%	<u>73,566</u>	20.94%	<u>145,183</u>	47.19%
TOTAL FUND:									
TOTAL REVENUES AND FUND BALANCE	<u>\$ 1,121,700</u>	<u>1,123,000</u>	<u>1,123,000</u>	<u>439,169</u>	39.11%	<u>747,992</u>	51.94%	<u>1,390,572</u>	100.00%
TOTAL EXPENSES	<u>\$ 1,121,700</u>	<u>1,123,000</u>	<u>1,123,000</u>	<u>601,277</u>	53.54%	<u>725,152</u>	50.35%	<u>1,018,994</u>	73.28%

**CITY OF PENSACOLA
LOCAL OPTION SALES TAX
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2019
(Unaudited)**

	FY 2019					FY 2018			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
LOCAL OPTION SALES TAX FUND:									
APPROPRIATED FUND BALANCE	\$ 13,176,000	26,157,180	26,157,180	26,157,180	100.00%	15,392,464	100.00%	3,564,624	100.00%
REVENUES:									
1-CT Local Option Sales Tax	8,068,400	8,068,400	8,068,400	5,801,823	71.91%	5,551,794	70.43%	8,524,108	100.01%
Interest	0	0	0	16,018	----	2,220	----	34,754	100.00%
TOTAL REVENUES	8,068,400	8,068,400	8,068,400	5,817,841	72.11%	5,554,014	70.46%	8,558,862	100.01%
TOTAL REVENUES AND FUND BALANCE	\$ 21,244,400	34,225,580	34,225,580	31,975,021	93.42%	20,946,478	89.99%	12,123,486	100.01%
EXPENDITURES:									
CAPITAL PROJECTS									
Operating Expenses	0	104,613	322,896	280,204	86.78%	415,012	89.62%	380,349	95.22%
Capital Outlay	17,041,300	13,917,867	13,699,484	1,748,224	12.76%	1,558,312	8.99%	816,490	21.86%
Sub-Total	17,041,300	14,022,480	14,022,380	2,028,428	14.47%	1,973,324	11.09%	1,196,839	26.91%
TRANSFER OUT									
Port of Pensacola	0	1,000,000	1,000,000	373,152	37.32%	0	----	0	----
Pensacola International Airport	0	15,000,000	15,000,000	0	0.00%	0	----	0	----
Sub-Total	0	16,000,000	16,000,000	373,152	2.33%	0	----	0	----
DEBT SERVICE									
Principal	3,543,500	3,543,500	3,543,500	3,543,419	100.00%	4,961,418	100.00%	4,961,418	100.00%
Interest	659,600	659,600	659,700	659,529	99.97%	518,891	99.96%	518,891	99.99%
Sub-Total	4,203,100	4,203,100	4,203,200	4,202,948	99.99%	5,480,309	100.00%	5,480,309	100.00%
TOTAL EXPENDITURES	\$ 21,244,400	34,225,580	34,225,580	6,604,528	19.30%	7,453,633	32.02%	6,677,148	59.95%
LOST SERIES 2017 PROJECT FUND:									
APPROPRIATED FUND BALANCE	\$ 0	15,526,710	15,526,710	15,526,710	100.00%	0	----	(1,390,282)	100.00%
REVENUES:									
Bond Proceeds	0	0	0	0	----	25,000,000	100.00%	25,000,000	100.00%
Interest	0	240,000	240,000	45,512	18.96%	27,737	----	215,386	100.00%
TOTAL REVENUES	0	240,000	240,000	45,512	18.96%	25,027,737	100.11%	25,215,386	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 0	15,766,710	15,766,710	15,572,222	98.77%	25,027,737	100.11%	23,825,104	100.00%
EXPENDITURES:									
CAPITAL PROJECTS									
Operating Expenses	0	0	763	763	100.00%	80,038	94.16%	80,038	94.16%
Capital Outlay	0	15,766,710	15,765,947	12,118,474	76.86%	10,909,633	43.79%	8,433,737	51.97%
Sub-Total	0	15,766,710	15,766,710	12,119,237	76.87%	10,989,671	43.96%	8,513,775	52.12%
TOTAL LOST IV BOND EXPENDITURES	\$ 0	15,766,710	15,766,710	12,119,237	76.87%	10,989,671	43.96%	8,513,775	52.12%
TOTAL:									
TOTAL REVENUES AND FUND BALANCE	\$ 21,244,400	49,992,290	49,992,290	47,547,243	95.11%	45,974,215	95.23%	35,948,590	100.00%
TOTAL EXPENDITURES	\$ 21,244,400	49,992,290	49,992,290	18,723,765	37.45%	18,443,304	38.20%	15,190,923	54.76%

Note. The Lost Series 2017 Project Fund was funded with the issuance of the Infrastructure Sales Surtax Revenue Bond, Series 2017 on October 18, 2017.

CITY OF PENSACOLA
STORMWATER CAPITAL PROJECTS FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2019
(Unaudited)

	FY 2019					FY 2018			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	5,062,806	5,062,806	5,062,806	100.00%	6,185,404	100.00%	6,185,404	100.00%
REVENUES:									
Interest	1,000	1,000	1,000	23,441	2344.10%	8,718	871.80%	65,274	100.00%
Transfer In From General Fund	2,775,000	2,775,000	2,775,000	2,712,112	97.73%	2,726,603	98.26%	2,733,596	100.00%
Miscellaneous	0	0	0	1,253	----	0	----	0	----
TOTAL REVENUES	<u>2,776,000</u>	<u>2,776,000</u>	<u>2,776,000</u>	<u>2,736,806</u>	98.59%	<u>2,735,321</u>	98.53%	<u>2,798,870</u>	100.00%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 2,776,000</u>	<u>7,838,806</u>	<u>7,838,806</u>	<u>7,799,612</u>	99.50%	<u>8,920,725</u>	99.55%	<u>8,984,274</u>	100.00%
EXPENDITURES:									
CAPITAL PROJECTS									
Operating Expenses	465,000	1,689,287	1,961,450	858,994	43.79%	388,313	27.20%	329,099	28.95%
Capital Outlay	<u>2,111,400</u>	<u>5,949,919</u>	<u>5,677,756</u>	<u>1,721,218</u>	30.32%	<u>3,561,137</u>	48.57%	<u>3,392,773</u>	53.54%
Sub-Total	<u>2,576,400</u>	<u>7,639,206</u>	<u>7,639,206</u>	<u>2,580,212</u>	33.78%	<u>3,949,450</u>	45.08%	<u>3,721,872</u>	48.94%
Allocated Overhead/(Cost Recovery)	<u>199,600</u>	<u>199,600</u>	<u>199,600</u>	<u>149,700</u>	75.00%	<u>150,750</u>	75.00%	<u>199,600</u>	100.00%
TOTAL EXPENDITURES	<u>\$ 2,776,000</u>	<u>7,838,806</u>	<u>7,838,806</u>	<u>2,729,912</u>	34.83%	<u>4,100,200</u>	45.75%	<u>3,921,472</u>	50.08%

**CITY OF PENSACOLA
GAS UTILITY FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2019
(Unaudited)**

	FY 2019					FY 2018			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
GAS OPERATIONS:									
APPROPRIATED FUND BALANCE	\$ 0	1,348,071	1,348,071	1,348,071	100.00%	3,542,613	100.00%	3,542,630	100.00%
REVENUES:									
GAS									
Residential User Fees	22,097,600	22,097,600	22,097,600	18,106,195	81.94%	18,546,082	79.66%	22,638,700	100.00%
Commercial User Fees	13,943,200	13,943,200	13,943,200	10,128,998	72.64%	9,656,698	74.33%	12,690,819	100.00%
Municipal User Fees	313,900	313,900	313,900	234,020	74.55%	240,560	79.60%	304,996	100.00%
Interruptible User Fees	3,295,200	3,295,200	3,295,200	2,483,573	75.37%	2,375,984	58.83%	3,186,433	59.22%
Transportation User Fees	6,431,100	6,431,100	6,431,100	4,716,150	73.33%	4,692,138	86.86%	6,356,617	152.72%
Compressed Natural Gas	841,000	841,000	841,000	701,860	83.46%	679,782	107.00%	922,861	100.00%
Miscellaneous Charges	547,500	547,500	547,500	377,988	69.04%	340,898	61.67%	436,999	99.55%
New Accounts/Turn-on Fees	710,400	710,400	710,400	451,032	63.49%	466,069	78.02%	585,529	100.00%
Interest Income	100,000	100,000	100,000	107,586	107.59%	69,862	69.86%	303,980	100.00%
Infrastructure Cost Recovery	3,500,000	3,500,000	3,500,000	2,973,196	84.95%	2,990,474	79.91%	3,477,479	100.00%
Navy Projects	500,000	500,000	500,000	576,131	115.23%	0	----	0	----
Cookbooks	0	0	0	2,411	----	1,838	----	1,962	----
Sale of Asset	0	0	0	48,450	----	28,595	----	24,999	84.86%
Rebates	0	0	0	0	----	634,167	----	634,167	100.00%
TOTAL REVENUES	52,279,900	52,279,900	52,279,900	40,907,590	78.25%	40,723,147	78.85%	51,565,541	99.99%
TOTAL REVENUES AND FUND BALANCE	\$ 52,279,900	53,627,971	53,627,971	42,255,661	78.79%	44,265,760	80.21%	55,108,171	99.99%
EXPENSES:									
GAS OPERATION & MAINTENANCE									
Personal Services	\$ 7,419,500	7,419,500	7,417,900	3,483,157	46.96%	4,946,306	68.17%	6,952,952	95.49%
City Sponsored Pensions	1,439,700	1,439,700	1,441,300	1,193,385	82.80%	1,440,872	99.97%	1,441,329	99.99%
Sub-Total	8,859,200	8,859,200	8,859,200	4,676,542	52.79%	6,387,178	73.44%	8,394,281	96.24%
Operating Expenses	31,261,500	32,248,338	32,248,338	22,866,210	70.91%	20,988,862	63.96%	26,507,719	84.15%
Capital Outlay	861,800	1,223,033	1,223,033	1,006,070	82.26%	1,145,734	73.59%	1,104,128	83.69%
Sub-Total	40,982,500	42,330,571	42,330,571	28,548,822	67.44%	28,521,774	66.22%	36,006,128	86.59%
TRANSFERS OUT									
General Fund	8,000,000	8,000,000	8,000,000	8,000,000	100.00%	8,000,000	100.00%	8,000,000	100.00%
Sub-Total	8,000,000	8,000,000	8,000,000	8,000,000	100.00%	8,000,000	100.00%	8,000,000	100.00%
Allocated Overhead/(Cost Recovery)	1,272,800	1,272,800	1,272,800	954,600	75.00%	937,800	75.00%	1,272,800	100.00%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
GAS UTILITY FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2019
(Unaudited)**

	FY 2019					FY 2018			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENSES: (continued)									
DEBT SERVICE									
Interest	100,300	299,600	299,600	299,505	99.97%	342,339	100.00%	334,107	100.00%
Principal	1,924,300	1,725,000	1,725,000	1,725,000	100.00%	2,525,000	100.00%	2,525,000	100.00%
Sub-Total	2,024,600	2,024,600	2,024,600	2,024,505	100.00%	2,867,339	100.00%	2,859,107	100.00%
TOTAL GAS OPERATIONS EXPENSES	<u>\$ 52,279,900</u>	<u>53,627,971</u>	<u>53,627,971</u>	<u>39,527,927</u>	73.71%	<u>40,326,913</u>	73.07%	<u>48,138,035</u>	89.54%
GAS CONSTRUCTION:									
APPROPRIATED FUND BALANCE	<u>\$ 0</u>	<u>3,529,859</u>	<u>3,529,859</u>	<u>3,529,859</u>	100.00%	<u>9,137,310</u>	100.00%	<u>9,137,310</u>	100.00%
EXPENSES:									
GAS CONSTRUCTION NOTE									
Personal Services	0	142,425	1,747,541	1,747,543	100.00%	108,443	36.01%	158,687	52.70%
City Sponsored Pensions	0	59	247,548	247,548	100.00%	28	31.46%	30	33.71%
Sub-Total	0	142,484	1,995,089	1,995,091	100.00%	108,471	36.01%	158,717	52.69%
Operating Expenses	0	3,385,575	1,534,770	1,534,760	100.00%	6,975,312	80.65%	6,166,808	87.90%
Capital Outlay	0	1,800	0	0	----	185,147	99.04%	185,147	99.04%
Sub-Total	0	3,529,859	3,529,859	3,529,851	100.00%	7,268,930	79.55%	6,510,672	86.97%
TOTAL GAS CONSTRUCTION NOTE EXPENSES	<u>\$ 0</u>	<u>3,529,859</u>	<u>3,529,859</u>	<u>3,529,851</u>	100.00%	<u>7,268,930</u>	79.55%	<u>6,510,672</u>	86.97%
TOTAL FUND:									
TOTAL REVENUES AND FUND BALANCE	<u>\$ 52,279,900</u>	<u>57,157,830</u>	<u>57,157,830</u>	<u>45,785,520</u>	80.10%	<u>53,403,070</u>	83.02%	<u>64,245,481</u>	99.99%
TOTAL EXPENSES	<u>\$ 52,279,900</u>	<u>57,157,830</u>	<u>57,157,830</u>	<u>43,057,778</u>	75.33%	<u>47,595,843</u>	73.99%	<u>54,648,707</u>	89.17%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
SANITATION FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2019
(Unaudited)**

	FY 2019					FY 2018			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
SANITATION OPERATIONS:									
APPROPRIATED FUND BALANCE	\$ 481,500	1,301,989	1,301,989	1,301,989	100.00%	1,111,020	100.00%	1,072,930	100.00%
REVENUES:									
SANITATION									
Residential Refuse Container Charges	4,333,800	4,333,800	4,333,800	3,388,911	78.20%	3,280,862	77.52%	4,376,416	100.00%
Bulk Item Collection Charges	130,000	130,000	130,000	101,550	78.12%	90,045	75.04%	125,444	100.11%
Business Refuse Container Charges	150,400	150,400	150,400	99,835	66.38%	101,329	67.55%	134,798	100.00%
Fuel Surcharge	400,000	400,000	400,000	270,522	67.63%	214,594	53.65%	292,424	100.00%
County Landfill	1,245,500	1,245,500	1,245,500	869,277	69.79%	840,491	70.01%	1,121,866	100.00%
Equipment Surcharge	464,900	464,900	464,900	360,696	77.59%	178,828	77.92%	238,695	100.00%
New Accounts/Transfer Fees	85,000	85,000	85,000	60,720	71.44%	60,620	68.11%	82,980	100.00%
Miscellaneous	5,000	5,000	5,000	36,286	725.72%	355,660	790.36%	363,984	99.02%
Interest Income	7,500	7,500	7,500	8,767	116.89%	2,704	36.05%	29,432	100.00%
Sale of Assets	5,000	5,000	5,000	10,100	202.00%	71	1.42%	71	100.00%
SUB-TOTAL SANITATION REVENUES	6,827,100	6,827,100	6,827,100	5,206,664	76.26%	5,125,204	79.11%	6,766,110	99.95%
CODE ENFORCEMENT									
Franchise Fees	1,251,900	1,251,900	1,251,900	647,722	51.74%	625,610	53.47%	1,108,548	118.37%
Lot Cleaning (FY Cash Balance) *	100,000	100,000	100,000	56,874	56.87%	50,370	77.25%	63,708	100.17%
Code Enforcement Violations	80,000	80,000	80,000	74,355	92.94%	69,641	69.43%	84,395	100.00%
Sub-Total	1,431,900	1,431,900	1,431,900	778,951	54.40%	745,621	55.83%	1,256,651	115.88%
Zoning/Housing Code Enforcement	0	0	0	0	----	1,478	36.95%	2,150	86.00%
Sub-Total	0	0	0	0	----	1,478	36.95%	2,150	86.00%
SUB-TOTAL CODE ENFORCEMENT REVENUES	1,431,900	1,431,900	1,431,900	778,951	54.40%	747,099	55.77%	1,258,801	115.81%
SUB-TOTAL REVENUES	8,259,000	8,259,000	8,259,000	5,985,615	72.47%	5,872,303	75.11%	8,024,911	102.14%
TOTAL REVENUES AND FUND BALANCE	\$ 8,740,500	9,560,989	9,560,989	7,287,604	76.22%	6,983,323	78.21%	9,097,841	101.89%

* Actual billings are \$75,395 however collections are typically lower.

**CITY OF PENSACOLA
SANITATION FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL**
The Port of Pensacola's Capital outlay does not include Birth 6 in the expenditure /encumbrance.
(Unaudited)

	FY 2019					FY 2018			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
SANITATION OPERATIONS CONTINUED:									
EXPENSES:									
SANITATION SERVICES									
Personal Services	\$ 2,181,100	2,181,100	2,180,636	1,617,626	74.18%	1,496,449	72.67%	2,088,763	98.33%
City Sponsored Pensions	417,500	417,500	417,964	417,851	99.97%	417,803	99.92%	417,936	99.99%
Sub-Total	2,598,600	2,598,600	2,598,600	2,035,477	78.33%	1,914,252	77.27%	2,506,699	98.61%
Operating Expenses	3,370,200	3,375,338	3,292,338	2,214,283	67.26%	2,088,600	66.17%	3,005,565	96.60%
Capital Outlay	930,000	1,744,728	1,827,728	1,752,786	95.90%	1,334,458	99.93%	775,352	99.93%
Allocated Overhead/(Cost Recovery)	399,900	399,900	399,900	299,925	75.00%	296,925	75.00%	399,900	100.00%
Sub-Total	7,298,700	8,118,566	8,118,566	6,302,471	77.63%	5,634,235	76.50%	6,687,516	98.08%
DEBT SERVICE									
Interest	10,200	10,200	10,200	10,172	99.73%	12,946	84.61%	13,950	90.90%
Principal	134,200	134,200	134,200	134,160	99.97%	131,300	62.05%	211,601	100.00%
Sub-Total	144,400	144,400	144,400	144,332	99.95%	144,246	63.57%	225,551	99.38%
SUB-TOTAL SANITATION O & M	7,443,100	8,262,966	8,262,966	6,446,803	78.02%	5,778,481	76.11%	6,913,067	98.12%
CODE ENFORCEMENT PROGRAM									
Personal Services	582,700	582,700	582,518	421,458	72.35%	390,128	66.79%	534,682	96.58%
City Sponsored Pensions	217,700	217,700	217,882	217,878	100.00%	242,821	99.97%	242,880	99.95%
Sub-Total	800,400	800,400	800,400	639,336	79.88%	632,949	76.54%	777,562	97.61%
Operating Expenses	262,300	262,923	262,923	169,803	64.58%	172,838	68.89%	218,718	87.07%
Capital Outlay	9,200	9,200	9,200	7,579	82.38%	51,429	93.51%	51,429	93.51%
Allocated Overhead/(Cost Recovery)	99,900	99,900	99,900	74,925	75.00%	75,675	75.00%	99,900	100.00%
Sub-Total	1,171,800	1,172,423	1,172,423	891,643	76.05%	932,891	75.61%	1,147,609	95.42%
CODE ENFORCEMENT ZONING/HOUSING									
Personal Services	58,400	58,400	58,276	43,491	74.63%	40,086	72.69%	56,444	97.84%
City Sponsored Pensions	29,100	29,100	29,224	29,135	99.70%	29,133	99.94%	29,146	99.99%
Sub-Total	87,500	87,500	87,500	72,626	83.00%	69,219	82.11%	85,590	98.56%
Operating Expenses	12,600	12,600	12,600	6,617	52.52%	7,961	41.04%	11,402	62.10%
Capital Outlay	25,500	25,500	25,500	23,284	91.31%	0	---	0	---
Sub-Total	125,600	125,600	125,600	102,527	81.63%	77,180	74.43%	96,992	92.20%
SUB-TOTAL CODE ENFORCEMENT	1,297,400	1,298,023	1,298,023	994,170	76.59%	1,010,071	75.52%	1,244,601	95.16%
TOTAL EXPENSES SANITATION OPERATIONS	\$ 8,740,500	9,560,989	9,560,989	7,440,973	77.83%	6,788,552	76.02%	8,157,668	97.68%
TOTAL FUND:									
TOTAL REVENUES AND FUND BALANCE	\$ 8,740,500	9,560,989	9,560,989	7,287,604	76.22%	6,983,323	78.21%	9,097,841	101.89%
TOTAL EXPENSES	\$ 8,740,500	9,560,989	9,560,989	7,440,973	77.83%	6,788,552	76.02%	8,157,668	97.68%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
PORT FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2019
(Unaudited)**

	FY 2019					FY 2018			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	241,938	100.00%	539,512	100.00%
REVENUES:									
PORT									
Handling	34,000	34,000	34,000	14,178	41.70%	17,372	38.52%	26,685	100.00%
Wharfage	335,000	335,000	335,000	247,903	74.00%	217,870	77.70%	313,897	100.02%
Storage	66,300	170,300	170,300	199,755	117.30%	80,116	63.69%	114,118	100.00%
Dockage	471,700	538,800	538,800	328,118	60.90%	73,891	15.89%	160,074	100.00%
Water Sales	6,000	6,000	6,000	7,712	128.53%	1,176	19.60%	3,476	100.00%
Property Rental	500,000	577,800	577,800	545,576	94.42%	373,746	77.25%	451,932	100.00%
Stevedore Fees	24,400	24,400	24,400	5,568	22.82%	14,811	48.56%	17,117	100.09%
Harbor	20,000	20,000	20,000	15,598	77.99%	14,883	54.32%	24,834	100.00%
Security Fees	60,000	60,000	60,000	43,576	72.63%	15,306	24.22%	26,592	100.01%
Interior Lighting	16,000	131,000	131,000	108,143	82.55%	12,895	85.97%	21,445	100.00%
Miscellaneous/Billed	15,000	15,000	15,000	34,164	227.76%	22,864	152.43%	33,765	100.00%
Sale of Asset	0	0	0	2,780	----	0	----	0	----
Miscellaneous/Non-Billed	0	0	0	5	----	(69)	----	(69)	----
Cedar Street Lease/Parking Lot	70,700	70,700	70,700	50,300	71.15%	54,800	77.51%	65,760	48.19%
Interest Income	0	0	0	(2,913)	----	(1,501)	----	(1,992)	----
Transfer from Local Option Sales Tax Fund	0	1,000,000	1,000,000	373,152	37.32%	0	----	0	----
TOTAL REVENUES	1,619,100	2,983,000	2,983,000	1,973,615	66.16%	898,160	55.17%	1,257,634	94.54%
TOTAL REVENUES AND FUND BALANCE	\$ 1,619,100	2,983,000	2,983,000	1,973,615	66.16%	1,140,098	60.97%	1,797,146	96.11%
EXPENSES:									
OPERATIONS & MAINTENANCE									
Personal Services	\$ 713,000	713,000	712,879	500,829	70.25%	502,993	70.15%	697,434	98.91%
City Sponsored Pensions	113,200	113,200	113,321	113,299	99.98%	113,308	99.75%	113,346	99.79%
Sub-Total	826,200	826,200	826,200	614,128	74.33%	616,301	74.20%	810,780	99.03%
Operating Expenses	655,800	969,838	966,438	651,650	67.43%	614,694	73.24%	682,988	87.44%
Capital Outlay	0	1,049,862	1,053,262	670,011	63.61%	47,584	62.51%	4,103	62.68%
Sub-Total	1,482,000	2,845,900	2,845,900	1,935,789	68.02%	1,278,579	73.23%	1,497,871	91.83%
Allocated Overhead/(Cost Recovery)	137,100	137,100	137,100	102,825	75.00%	92,850	75.00%	137,100	100.00%
TOTAL EXPENSES	\$ 1,619,100	2,983,000	2,983,000	2,038,614	68.34%	1,371,429	73.34%	1,634,971	92.43%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
AIRPORT FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2019
(Unaudited)**

	FY 2019					FY 2018			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 5,275,200	13,862,745	13,862,745	13,862,745	100.00%	5,634,297	100.00%	2,537,908	100.00%
REVENUES:									
AIRLINE REVENUES									
Loading Bridges Fees	300,000	300,000	300,000	425,294	141.76%	426,450	198.35%	581,125	100.00%
Air Carrier Landing Fees	1,000,000	1,000,000	1,000,000	480,452	48.05%	505,452	18.72%	696,674	100.00%
Cargo Landing Fees	80,000	80,000	80,000	46,564	58.21%	62,969	----	78,694	100.01%
Apron Area Rental	520,000	520,000	520,000	677,827	130.35%	597,258	114.86%	812,474	100.00%
Cargo Apron Area Rental	85,000	85,000	85,000	59,141	69.58%	66,146	----	85,875	100.00%
Baggage Handling System	1,278,000	1,278,000	1,278,000	799,270	62.54%	975,310	----	1,326,437	100.00%
Ron Ramp	0	0	0	64,497	----	2,109	----	2,825	100.00%
Airline Rentals	2,500,000	2,500,000	2,500,000	2,023,117	80.92%	1,942,316	77.69%	2,583,470	100.01%
SUBTOTAL AIRLINE REVENUES	5,763,000	5,763,000	5,763,000	4,576,162	79.41%	4,578,010	77.14%	6,167,574	100.00%
NON-AIRLINE REVENUES									
U.S.Government	96,000	96,000	96,000	72,000	75.00%	80,000	100.00%	104,000	100.00%
Rental Cars	3,400,000	3,400,000	3,400,000	3,415,138	100.45%	2,900,658	85.31%	4,118,068	101.42%
Rental Car Customer Facility Charge (Garage)	850,000	850,000	850,000	729,048	85.77%	695,393	75.83%	959,004	106.20%
CFC - Rental Car Svc Facility	2,400,000	2,400,000	2,400,000	2,085,055	86.88%	1,878,390	86.28%	2,633,278	106.48%
Rental Car Service Facility Rent	225,000	225,000	225,000	187,039	83.13%	178,551	77.63%	238,735	100.00%
Fixed Base Operators	165,000	165,000	165,000	161,578	97.93%	153,057	97.49%	215,744	102.85%
Restaurant and Lounge	530,000	530,000	530,000	555,908	104.89%	482,590	96.52%	674,740	100.00%
Advertising	90,000	90,000	90,000	139,995	155.55%	91,579	101.75%	134,562	100.00%
Hangar Rentals	350,000	350,000	350,000	63,036	18.01%	175,676	73.20%	279,290	100.00%
Airport & 12th	420,000	420,000	420,000	341,195	81.24%	214,586	72.25%	326,687	100.00%
Parking Lot	5,300,000	5,300,000	5,300,000	5,209,273	98.29%	4,477,164	86.10%	6,093,307	99.32%
Gift Shop	250,000	250,000	250,000	259,234	103.69%	237,890	95.16%	348,369	101.25%
Taxi Permits	110,000	110,000	110,000	127,882	116.26%	74,409	67.64%	154,597	150.00%
LEO/TSA Security	100,000	100,000	100,000	72,600	72.60%	81,900	81.90%	109,500	108.96%
Commercial Property Rentals	190,000	190,000	190,000	241,428	127.07%	230,169	76.72%	310,027	100.00%
ST Ground Lease	0	0	0	195,315	----	0	----	0	----
GSA/TSA Term Rent	210,000	210,000	210,000	122,655	58.41%	157,810	56.36%	210,414	100.00%
Miscellaneous	50,000	50,000	50,000	133,181	266.36%	148,167	296.33%	177,255	102.97%
Interest Income	60,000	60,000	60,000	133,734	222.89%	38,505	192.53%	506,408	104.97%
Sale of Asset	0	0	0	9,850	----	0	----	0	----
SUB-TOTAL NON-AIRLINE REVENUES	14,796,000	14,796,000	14,796,000	14,255,144	96.34%	12,296,494	85.40%	17,593,985	101.92%
TOTAL OPERATING REVENUES	20,559,000	20,559,000	20,559,000	18,831,306	91.60%	16,874,504	82.99%	23,761,559	101.42%
TOTAL REVENUES AND FUND BALANCE	\$ 25,834,200	34,421,745	34,421,745	32,694,051	94.98%	22,508,801	86.68%	26,299,467	101.28%

**CITY OF PENSACOLA
AIRPORT FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2019
(Unaudited)**

	FY 2019					FY 2018			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
EXPENSES:									
OPERATION & MAINTENANCE									
Personal Services	\$ 3,681,200	3,681,200	3,679,700	2,753,792	74.84%	2,397,423	65.12%	3,396,768	91.63%
City Sponsored Pensions	745,100	745,100	746,600	745,573	99.86%	723,520	99.95%	723,681	99.90%
Sub-Total	<u>4,426,300</u>	<u>4,426,300</u>	<u>4,426,300</u>	<u>3,499,365</u>	79.06%	<u>3,120,943</u>	70.84%	<u>4,120,449</u>	92.98%
Operating Expenses	10,455,100	12,720,692	12,553,992	8,407,561	66.97%	7,089,135	54.42%	8,763,561	77.46%
Capital Outlay	2,589,300	4,118,753	4,285,453	2,294,869	53.55%	1,606,386	65.56%	1,164,878	64.49%
Sub-Total	<u>17,470,700</u>	<u>21,265,745</u>	<u>21,265,745</u>	<u>14,201,795</u>	66.78%	<u>11,816,464</u>	59.43%	<u>14,048,888</u>	78.84%
DEBT SERVICE GARB									
Interest	764,700	764,700	764,700	580,553	75.92%	777,489	65.98%	865,841	73.48%
Principal	3,539,300	3,539,300	3,539,300	2,831,400	80.00%	2,315,000	80.00%	2,315,000	80.00%
Sub-Total	<u>4,304,000</u>	<u>4,304,000</u>	<u>4,304,000</u>	<u>3,411,953</u>	79.27%	<u>3,092,489</u>	75.94%	<u>3,180,841</u>	78.11%
DEBT SERVICE CFC									
Interest	488,900	488,900	488,900	130,394	26.67%	150,983	30.88%	218,367	44.66%
Principal	3,000,000	1,242,900	1,242,900	0	0.00%	0	0.00%	3,000,000	75.90%
Sub-Total	<u>3,488,900</u>	<u>1,731,800</u>	<u>1,731,800</u>	<u>130,394</u>	7.53%	<u>150,983</u>	10.47%	<u>3,218,367</u>	72.46%
DEBT SERVICE FDOT JPA GRANT									
Interest	0	250,000	250,000	51,219	20.49%	0	----	90,919	100.00%
Principal	0	6,299,600	6,299,600	6,299,600	100.00%	0	----	0	----
Sub-Total	<u>0</u>	<u>6,549,600</u>	<u>6,549,600</u>	<u>6,350,819</u>	96.96%	<u>0</u>	----	<u>90,919</u>	100.00%
Allocated Overhead/(Cost Recovery)									
General Fund	<u>570,600</u>	<u>570,600</u>	<u>570,600</u>	<u>427,950</u>	75.00%	<u>427,950</u>	75.00%	<u>570,600</u>	100.00%
TOTAL OPERATING EXPENSES	<u>\$ 25,834,200</u>	<u>34,421,745</u>	<u>34,421,745</u>	<u>24,522,911</u>	71.24%	<u>15,487,886</u>	59.64%	<u>21,109,615</u>	78.24%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
RISK MANAGEMENT SERVICES
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2019
(Unaudited)**

	FY 2019					FY 2018			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	0	----	0	----
REVENUES:									
Service Fees	1,354,700	1,354,700	1,354,700	953,849	70.41%	840,699	51.21%	1,115,135	67.93%
TOTAL REVENUES	1,354,700	1,354,700	1,354,700	953,849	70.41%	840,699	51.21%	1,115,135	67.93%
TOTAL REVENUES AND FUND BALANCE	\$ 1,354,700	1,354,700	1,354,700	953,849	70.41%	840,699	51.21%	1,115,135	67.93%
EXPENSES:									
RISK MANAGEMENT									
Personal Services	\$ 568,300	568,300	568,140	406,605	71.57%	365,827	67.26%	450,114	82.78%
City Sponsored Pensions	54,800	54,800	54,960	54,847	99.79%	54,843	99.98%	54,860	99.83%
Sub-Total	623,100	623,100	623,100	461,452	74.06%	420,670	70.26%	504,974	84.34%
Operating Expenses	584,300	584,300	584,300	389,681	76.67%	331,081	36.34%	447,958	49.16%
Sub-Total	1,207,400	1,207,400	1,207,400	851,133	75.32%	751,751	49.79%	952,932	63.11%
CITY CLINIC									
Personal Services	93,200	93,200	93,141	61,537	66.07%	46,100	62.86%	65,509	89.33%
City Sponsored Pensions	24,900	24,900	24,959	24,942	99.93%	24,938	99.90%	24,954	99.96%
Sub-Total	118,100	118,100	118,100	86,479	73.23%	71,038	72.27%	90,463	92.03%
Operating Expenses	29,200	29,200	29,200	16,237	55.61%	17,910	53.62%	24,256	72.62%
Sub-Total	147,300	147,300	147,300	102,716	69.73%	88,948	67.54%	114,719	87.11%
TOTAL EXPENSES	\$ 1,354,700	1,354,700	1,354,700	953,849	74.71%	840,699	51.21%	1,067,651	65.04%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
CENTRAL SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2019
(Unaudited)**

	FY 2019					FY 2018			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 350,000	350,000	350,000	350,000	100.00%	0	----	0	----
REVENUES:									
Service Fees									
Mail Room	83,800	83,800	83,800	66,392	79.23%	60,091	71.11%	73,101	86.51%
Technology Resources	2,601,500	2,907,910	2,907,910	2,161,665	74.34%	1,918,120	71.35%	2,375,510	84.44%
Engineering	808,700	811,926	811,926	508,873	62.67%	456,754	59.55%	513,984	67.01%
Central Garage	1,478,000	1,620,890	1,620,890	1,490,363	91.95%	1,180,671	69.07%	1,444,601	91.18%
TOTAL REVENUES	4,972,000	5,424,526	5,424,526	4,227,293	77.93%	3,615,636	68.88%	4,407,196	83.96%
TOTAL REVENUES AND FUND BALANCE	\$ 5,322,000	5,774,526	5,774,526	4,577,293	79.27%	3,615,636	68.88%	4,407,196	83.96%
EXPENSES:									
MAIL ROOM									
Personal Services	\$ 45,000	45,000	45,000	34,324	76.28%	29,540	67.75%	42,093	96.54%
City Sponsored Pensions	19,600	19,600	19,600	19,600	100.00%	19,600	100.00%	19,600	100.00%
Sub-Total	64,600	64,600	64,600	53,924	83.47%	49,140	77.75%	61,693	97.62%
Operating Expenses	19,200	19,200	19,200	12,468	64.94%	10,951	51.41%	12,852	60.34%
Sub-Total Mail Room	83,800	83,800	83,800	66,392	79.23%	60,091	71.11%	74,545	88.22%
TECHNOLOGY RESOURCES									
Personal Services	1,058,300	1,058,300	1,058,150	788,242	74.49%	711,419	71.83%	1,001,670	98.59%
City Sponsored Pensions	197,300	197,300	197,450	197,372	99.96%	197,383	99.91%	197,417	99.92%
Sub-Total	1,255,600	1,255,600	1,255,600	985,614	78.50%	908,802	76.50%	1,199,087	98.81%
Operating Expenses	1,147,900	1,156,635	1,156,635	1,006,325	87.00%	829,181	69.63%	948,363	82.13%
Capital Outlay	198,000	495,675	495,675	169,726	34.24%	180,137	58.20%	230,198	74.38%
Sub-Total Technology Resources	2,601,500	2,907,910	2,907,910	2,161,665	74.34%	1,918,120	71.35%	2,377,648	88.77%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
CENTRAL SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2019
(Unaudited)**

	FY 2019					FY 2018			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
The Port of Pensacola's Capital outlay does not include Birth €									
ENGINEERING									
Personal Services	566,400	566,400	556,801	310,234	55.72%	282,469	52.03%	395,864	72.92%
City Sponsored Pensions	87,200	87,200	87,320	87,271	99.94%	87,264	99.98%	87,290	99.99%
Sub-Total	653,600	653,600	644,121	397,505	61.71%	369,733	58.67%	483,154	76.67%
Operating Expenses	124,100	127,326	136,805	84,638	61.87%	87,021	63.61%	110,957	83.47%
Capital Outlay	31,000	31,000	31,000	26,730	86.23%	0	----	0	----
Sub-Total Engineering	808,700	811,926	811,926	508,873	62.67%	456,754	59.55%	594,111	77.88%
CENTRAL GARAGE									
Personal Services	995,600	995,600	995,421	712,594	71.59%	627,658	66.89%	872,045	92.93%
City Sponsored Pensions	201,600	201,600	201,779	201,767	99.99%	201,761	99.98%	201,806	100.00%
Sub-Total	1,197,200	1,197,200	1,197,200	914,361	76.37%	829,419	72.74%	1,073,851	94.18%
Operating Expenses	280,800	281,144	281,144	232,526	82.71%	317,952	79.67%	360,570	90.43%
Capital Outlay	350,000	492,546	492,546	343,476	69.73%	33,300	19.59%	27,455	19.59%
Sub-Total Central Garage	1,828,000	1,970,890	1,970,890	1,490,363	75.62%	1,180,671	69.07%	1,461,876	85.89%
TOTAL EXPENSES	<u>\$ 5,322,000</u>	<u>5,774,526</u>	<u>5,774,526</u>	<u>4,227,293</u>	73.21%	<u>3,615,636</u>	68.88%	<u>4,508,180</u>	86.23%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2019
(Unaudited)**

PROGRAM	FY 2019					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2019 ACTUAL 6/19	% OF BUDGET 6/19
AIRPORT						
Aircraft Rescue & Firefighting Facility (ARFF)	\$ 758,100	758,100	758,200	100	550,666	72.63%
Airport Administration	3,417,000	3,509,952	3,498,652	(11,300)	2,338,321	66.83%
Maintenance	11,871,900	15,568,793	15,547,693	(21,100)	10,107,876	65.01%
Operations	926,200	926,900	934,100	7,200	745,738	79.83%
Security	1,068,100	1,072,600	1,097,700	25,100	887,144	80.82%
Sub-total	<u>18,041,300</u>	<u>21,836,345</u>	<u>21,836,345</u>	<u>-</u>	<u>14,629,745</u>	67.00%
CITY CLERK						
Administration of Legal Documents	92,700	92,700	92,700	-	49,545	53.45%
City Elections/Appointments	26,000	26,000	26,000	-	19,893	76.51%
City Council Meetings Preparation	69,100	69,100	69,100	-	53,050	76.77%
Sub-total	<u>187,800</u>	<u>187,800</u>	<u>187,800</u>	<u>-</u>	<u>122,488</u>	65.22%
CITY COUNCIL						
Audit	105,000	172,525	172,525	-	158,025	91.60%
City Council Support	320,000	320,000	320,000	-	128,350	40.11%
Office of the City Council	322,500	408,211	408,211	-	151,043	37.00%
Sub-total	<u>747,500</u>	<u>900,736</u>	<u>900,736</u>	<u>-</u>	<u>437,418</u>	48.56%
COMMUNITY REDEVELOPMENT AGENCY - CRA						
Asset Maintenance and Operation	271,800	1,368,690	1,377,690	9,000	503,870	36.57%
Community Policing	100,000	100,000	100,000	-	98,067	98.07%
Non-Capital Projects and Activities	730,600	2,994,498	3,001,998	7,500	301,528	10.04%
Redevelopment Plan Implementation	529,000	855,263	838,763	(16,500)	319,491	38.09%
2009 ECUA/WWTP Relocation	1,300,000	1,300,000	1,300,000	-	1,300,000	100.00%
Eastside Redevelopment Area Plan Implementation	100,500	724,463	724,463	-	61,599	8.50%
Westside Redevelopment Area Plan Implementation	56,700	137,604	137,604	-	41,691	30.30%
Sub-total	<u>3,088,600</u>	<u>7,480,518</u>	<u>7,480,518</u>	<u>-</u>	<u>2,626,246</u>	35.11%
FINANCIAL SERVICES						
Accounting	429,600	429,600	432,361	2,761	326,406	75.49%
Budget	62,500	64,518	64,518	-	55,867	86.59%
Contract & Lease Services	84,100	84,100	84,312	212	60,071	71.25%
Payroll	200,800	200,800	197,827	(2,973)	141,031	71.29%
Purchasing	61,400	75,929	75,929	-	54,827	72.21%
Sub-total	<u>838,400</u>	<u>854,947</u>	<u>854,947</u>	<u>-</u>	<u>638,202</u>	74.65%
FINANCIAL SERVICES - RISK MANAGEMENT SERVICES						
Risk Management Services	1,207,400	1,207,400	1,207,400	-	851,133	70.49%
Sub-total	<u>1,207,400</u>	<u>1,207,400</u>	<u>1,207,400</u>	<u>-</u>	<u>851,133</u>	70.49%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2019
(Unaudited)**

PROGRAM	FY 2019					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2019 ACTUAL 6/19	% OF BUDGET 6/19
FINANCIAL SERVICES - MAIL ROOM						
Mail Room	83,800	83,800	83,800	-	66,392	79.23%
Sub-total	83,800	83,800	83,800	-	66,392	79.23%
FINANCIAL SERVICES - TECHNOLOGY RESOURCES						
Information Management	998,400	1,001,625	965,692	(35,933)	787,626	81.56%
Network/System Management	1,137,900	1,441,085	1,453,554	12,469	1,081,870	74.43%
Public Safety	254,400	254,400	275,896	21,496	136,280	49.40%
Technology Resources Adminstration	210,800	210,800	212,768	1,968	155,889	73.27%
Sub-total	2,601,500	2,907,910	2,907,910	-	2,161,665	74.34%
FIRE						
Administrative Support	451,300	451,888	459,663	7,775	350,208	76.19%
City Emergency Management	12,300	12,300	12,300	-	9,623	78.24%
Emergency Operations - Fire Suppression	7,543,700	7,554,313	7,551,323	(2,990)	5,770,246	76.41%
Emergency Operations - Rescue	347,200	347,823	351,923	4,100	270,548	76.88%
Facilities and Apparatus Management	852,700	870,882	858,347	(12,535)	577,909	67.33%
Fire Cadet	192,600	192,600	192,600	-	119,198	61.89%
Fire Code Enforcement	240,900	241,002	243,677	2,675	210,661	86.45%
Marine Operations	50,700	50,700	50,700	-	16,089	31.73%
Technical Support to City	12,300	12,300	12,300	-	9,623	78.24%
Training	143,100	143,202	144,177	975	103,143	71.54%
Sub-total	9,846,800	9,877,010	9,877,010	-	7,437,248	75.30%
HOUSING						
HOME Program	135,500	285,500	285,500	-	13,870	4.86%
SHIP Program	58,200	92,800	92,800	-	19,524	21.04%
Sub-total	193,700	378,300	378,300	-	33,394	8.83%
HOUSING - CDBG						
Community Development Block Grant (CDBG) Program	362,000	362,295	357,295	(5,000)	162,821	45.57%
Housing Rehabilitation	572,500	572,901	577,901	5,000	324,025	56.07%
Sub-total	934,500	935,196	935,196	-	486,846	52.06%
HOUSING - SECTION 8						
Section 8 Housing Assistance Payments Program Fund	17,841,600	18,007,727	18,007,727	-	12,218,143	67.85%
Sub-total	17,841,600	18,007,727	18,007,727	-	12,218,143	67.85%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2019
(Unaudited)**

PROGRAM	FY 2019					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2019 ACTUAL 6/19	% OF BUDGET 6/19
HUMAN RESOURCES						
Human Resources Administration	426,000	426,000	441,400	15,400	405,083	91.77%
Recruiting & Training	128,700	128,700	127,300	(1,400)	94,796	74.47%
Sub-total	554,700	554,700	568,700	14,000	499,879	87.90%
HUMAN RESOURCES - CLINIC						
Clinic	147,300	147,300	147,300	-	102,716	69.73%
Sub-total	147,300	147,300	147,300	-	102,716	69.73%
INSPECTION SERVICES						
Inspection Services	1,432,000	1,432,000	1,418,543	(13,457)	971,890	68.51%
Plan Review and Permitting	93,000	93,000	106,457	13,457	93,187	87.53%
Sub-total	1,525,000	1,525,000	1,525,000	-	1,065,077	69.84%
LEGAL						
Client Legal Advisory Services	107,600	157,600	224,184	66,584	217,182	96.88%
Legal Management and Operations Services	178,400	178,400	253,349	74,949	189,954	74.98%
Public Records Law Compliance and Process Services	54,600	54,600	38,402	(16,198)	25,666	66.84%
Sub-total	340,600	390,600	515,935	125,335	432,802	83.89%
MAYOR						
City Administrator/Cabinet	337,100	343,106	478,746	135,640	399,343	83.41%
Communications	150,500	150,500	143,800	(6,700)	90,928	63.23%
Constituent Services	119,300	119,300	128,200	8,900	88,742	69.22%
Office of the Mayor	123,500	123,500	127,360	3,860	85,684	67.28%
Sub-total	730,400	736,406	878,106	141,700	664,697	75.70%
NON-DEPARTMENTAL FUNDING						
Agency funding	3,382,900	3,772,640	3,772,640	-	3,186,205	84.46%
Sub-total	3,382,900	3,772,640	3,772,640	-	3,186,205	84.46%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2019
(Unaudited)**

PROGRAM	FY 2019					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2019 ACTUAL 6/19	% OF BUDGET 6/19
PARKS & RECREATION						
Aquatics	230,400	278,772	282,437	3,665	201,594	71.38%
Athletic Field Maintenance	381,900	381,900	388,331	6,431	313,318	80.68%
Athletics	459,000	459,066	443,119	(15,947)	297,807	67.21%
Office of the Director (Administration)	826,000	867,260	878,199	10,939	608,914	69.34%
Park Administration & Maintenance	2,486,200	2,680,816	2,648,749	(32,067)	2,162,543	81.64%
Recreation/Resource Center Administration	787,100	819,062	825,548	6,486	674,767	81.74%
Resource Center	968,200	968,200	955,347	(12,853)	497,246	52.05%
Senior Center	227,200	227,200	189,304	(37,896)	115,763	61.15%
Volunteer & Outdoor Pursuits	68,400	68,400	62,442	(5,958)	32,085	51.38%
Sub-total	6,434,400	6,750,676	6,673,476	(77,200)	4,904,037	73.49%
PARKS & RECREATION - GOLF						
Osceola Golf Course	765,000	765,000	765,000	-	532,515	69.61%
Sub-total	765,000	765,000	765,000	-	532,515	69.61%
PARKS & RECREATION - TENNIS						
Roger Scott Tennis Center	128,700	128,700	128,700	-	50,111	38.94%
Sub-total	128,700	128,700	128,700	-	50,111	38.94%
PARKS & RECREATION - CMP						
Community Maritime Park Cultural Events	1,121,700	1,123,000	1,123,000	-	601,277	53.54%
Sub-total	1,121,700	1,123,000	1,123,000	-	601,277	53.54%
PENSACOLA ENERGY						
Customer Service	1,009,600	1,011,150	1,011,150	-	771,932	76.34%
Gas Construction	4,580,200	4,988,002	6,510,502	1,522,500	2,231,104	34.27%
Gas Cost	19,273,800	19,273,800	19,273,800	-	14,270,738	74.04%
Gas Marketing	2,219,500	2,219,500	2,516,200	296,700	1,898,266	75.44%
Gas Operations	11,903,900	12,553,534	12,404,184	(149,350)	9,547,256	76.97%
Gas Training	325,200	325,200	320,850	(4,350)	214,548	66.87%
Infrastructure Replacement	2,943,100	3,232,185	1,566,685	(1,665,500)	569,578	36.36%
Sub-total	42,255,300	43,603,371	43,603,371	-	29,503,422	67.66%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2019
(Unaudited)**

PROGRAM	FY 2019					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2019 ACTUAL 6/19	% OF BUDGET 6/19
PLANNING SERVICES						
Business Licenses	45,600	45,600	38,192	(7,408)	30,160	78.97%
Neighborhood Planning	22,500	22,500	12,800	(9,700)	8,035	62.77%
Pensacola Neighborhood Challenge (PNC)	50,000	154,623	154,623	-	10,000	6.47%
Planning Services	744,000	767,752	750,360	(17,392)	541,546	72.17%
Sub-total	862,100	990,475	955,975	(34,500)	589,741	61.69%
POLICE						
Administration - Chief's Office	1,550,800	1,572,174	1,493,959	(78,215)	1,194,354	79.95%
Cadets	373,400	374,529	375,329	800	213,679	56.93%
Central Records	479,200	480,518	457,411	(23,107)	304,448	66.56%
Communications Center	1,686,700	1,693,041	1,666,341	(26,700)	1,284,488	77.08%
Community Oriented Policing Squad	1,081,100	1,086,167	1,085,731	(436)	822,160	75.72%
Crime Scene Investigation	798,600	799,909	785,223	(14,686)	645,936	82.26%
Criminal Intelligence Unit	92,200	92,576	93,316	740	76,269	81.73%
Criminal Investigation Unit	2,350,400	2,356,202	2,355,600	(602)	1,931,095	81.98%
Neighborhood Unit	823,800	825,955	780,302	(45,653)	585,444	75.03%
Property Management	343,000	344,129	343,054	(1,075)	263,682	76.86%
School Resource Office (SRO)	693,700	695,018	779,861	84,843	636,456	81.61%
Traffic	983,900	985,779	996,733	10,954	860,072	86.29%
Training/Personnel	738,900	741,840	734,626	(7,214)	563,149	76.66%
Uniform Patrol	9,648,700	9,702,423	9,688,139	(14,284)	8,027,243	82.86%
Vice & Narcotics	672,600	673,909	674,009	100	571,574	84.80%
Sub-total	22,317,000	22,424,169	22,309,634	(114,535)	17,980,049	80.59%
PORT						
Administration	426,800	523,936	516,009	(7,927)	361,331	70.02%
Business & Trade Development	159,900	150,700	162,688	11,988	118,774	73.01%
Operations & Maintenance	755,300	944,502	934,470	(10,032)	677,906	72.54%
Seaport Security	277,100	277,100	279,671	2,571	200,634	71.74%
Federal/State Matching Grant	-	1,086,762	1,090,162	3,400	679,969	62.37%
Sub-total	1,619,100	2,983,000	2,983,000	-	2,038,614	68.34%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2019
(Unaudited)**

PROGRAM	FY 2019					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2019 ACTUAL 6/19	% OF BUDGET 6/19
PUBLIC WORKS & FACILITIES - GENERAL FUND						
Building Maintenance Administration	237,000	261,554	272,714	11,160	155,403	56.98%
City Facility Maintenance & Repair	1,227,900	1,409,047	1,383,588	(25,459)	1,022,590	73.91%
Daily Operations	273,800	275,259	349,363	74,104	247,115	70.73%
Resource Center Maintenance	441,000	441,000	383,772	(57,228)	80,607	21.00%
Street Daily Operation	724,000	1,188,212	1,222,267	34,055	1,006,294	82.33%
Traffic Signals & Street Lighting	1,511,400	1,678,497	1,586,307	(92,190)	1,120,354	70.63%
Traffic Striping	40,700	40,700	41,458	758	27,357	65.99%
Sub-total	<u>4,455,800</u>	<u>5,294,269</u>	<u>5,239,469</u>	<u>(54,800)</u>	<u>3,659,720</u>	69.85%
PUBLIC WORKS & FACILITIES - STORMWATER FUND						
Stormwater Operation & Maintenance	1,907,100	1,952,585	1,957,941	5,356	1,467,598	74.96%
Street Sweeping FDOT Roadways	47,300	47,300	53,854	6,554	44,116	81.92%
Street Sweeping Operation & Maintenance	920,200	1,177,485	1,165,575	(11,910)	891,737	76.51%
Sub-total	<u>2,874,600</u>	<u>3,177,370</u>	<u>3,177,370</u>	<u>-</u>	<u>2,403,451</u>	75.64%
PUBLIC WORKS & FACILITIES - CENTAL SERVICES FUND						
Plan Review	81,800	81,800	81,810	10	41,657	50.92%
Project Design	320,500	323,726	323,666	(60)	192,262	59.40%
Project Management	393,400	393,400	394,600	1,200	272,306	69.01%
Survey Operations Coordination	13,000	13,000	11,850	(1,150)	2,648	22.35%
Sub-total	<u>808,700</u>	<u>811,926</u>	<u>811,926</u>	<u>-</u>	<u>508,873</u>	62.67%
SANITATION SERVICES						
Code Enforcement	1,171,800	1,172,423	1,172,423	-	891,643	76.05%
Code Enforcement-Zoning/Housing	125,600	125,600	125,600	-	102,528	81.63%
Recycling Collection	1,215,300	1,215,300	1,132,300	(83,000)	900,471	79.53%
Residential Garbage Collection	3,889,600	4,453,844	4,453,844	-	3,399,193	76.32%
Transfer Station	421,000	421,000	504,000	83,000	395,819	78.54%
Yard Trash/Bulk Waste Collection	1,772,800	2,028,422	2,028,422	-	1,606,987	79.22%
Sub-total	<u>8,596,100</u>	<u>9,416,589</u>	<u>9,416,589</u>	<u>-</u>	<u>7,296,641</u>	77.49%
SANITATION SERVICES - GARAGE						
Central Garage	1,828,000	1,970,890	1,970,890	-	1,490,363	75.62%
Sub-total	<u>1,828,000</u>	<u>1,970,890</u>	<u>1,970,890</u>	<u>-</u>	<u>1,490,363</u>	75.62%
TOTAL	<u>\$ 156,360,300</u>	<u>171,223,770</u>	<u>171,223,770</u>	<u>-</u>	<u>119,219,110</u>	69.63%

City of Pensacola, Florida
Investment Schedule
As of June 30, 2019
(Unaudited)

<u>POOLED INVESTMENTS</u>	<u>Invest Type</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Principal Amount</u>	<u>Market Value</u>
BankUnited	CD	07/20/18	07/20/19	2.48%	20,000,000.00	20,000,000.00
Servis1st Bank	CD	07/20/18	07/20/19	2.39%	5,000,000.00	5,000,000.00
Hancock	CD	09/04/18	09/04/19	2.44%	5,000,000.00	5,000,000.00
Servis1st Bank	CD	09/04/18	09/04/19	2.48%	15,000,000.00	15,000,000.00
Compass	CD	11/20/18	11/20/19	2.70%	10,000,000.00	10,000,000.00
Compass	CD	12/04/18	12/04/19	2.70%	5,000,000.00	5,000,000.00
Florida Community Bank	CD	12/05/18	12/05/19	2.72%	15,000,000.00	15,000,000.00
BankUnited	CD	12/06/18	12/06/19	2.75%	10,000,000.00	10,000,000.00
Hancock	CD	02/08/19	02/08/20	2.51%	20,000,000.00	20,000,000.00
Compass	CD	02/08/19	02/08/20	2.61%	15,000,000.00	15,000,000.00
BankUnited	CD	05/30/19	05/30/20	2.60%	5,000,000.00	5,000,000.00
Hancock	CD	05/30/19	11/30/19	2.36%	5,000,000.00	5,000,000.00
Compass	CD	05/30/19	11/30/19	2.45%	5,000,000.00	5,000,000.00
<u>City's- GCA (checking account)</u>						
Wells Fargo Bank		ERC 1.50% up to fees and 1.20% on excess balance			18,598,400.24	18,598,400.24
TOTAL INVESTMENTS					\$ 153,598,400.24	\$ 153,598,400.24

Money Market interest rates are good through June 30, 2019.

Wells Fargo Bank is the City's primary depository.

**CITY OF PENSACOLA
DEBT SERVICE SCHEDULE
June 30, 2019
(Unaudited)**

	BALANCE 09/30/18	ADDITION OR (RETIREMENT) OF PRINCIPAL	BALANCE 06/30/19	REQUIRED RESERVES ^(a)	FUTURE INTEREST	MATURITY DATE
2008 AIRPORT TAXABLE CFC REVENUE NOTE	5,800,000.00	0.00	5,800,000.00	0.00	832,324.27 ^(b)	12/31/21
2009A&B REDEVELOPMENT REVENUE BONDS (CMP) ^(e)	41,230,000.00	(1,130,000.00)	40,100,000.00	0.00	36,552,426.72 ^(c)	04/01/40
2010 AIRPORT REVENUE REFUNDING NOTE (97B, 98A AIRPORT)	1,285,000.00	(1,285,000.00)	0.00	0.00	0.00	10/01/18
2011 GAS SYSTEM REVENUE NOTE	2,130,000.00	(516,000.00)	1,614,000.00	0.00	51,058.70	10/01/21
2015 AIRPORT REFUNDING REVENUE NOTE	10,625,000.00	(945,000.00)	9,680,000.00	1,219,797.50	1,152,345.00	10/01/27
2016 LOCAL OPTION GAS TAX REVENUE BOND	12,750,000.00	(1,316,000.00)	11,434,000.00	0.00	856,879.20	12/31/26
2016 GAS SYSTEM REVENUE NOTE	14,700,000.00	(1,209,000.00)	13,491,000.00	0.00	1,173,066.05	10/01/26
2016 AIRPORT FACILITIES GRANT ANTICIPATION NOTE ^(d)	6,299,600.00	(6,299,600.00)	0.00	0.00	0.00	10/01/19
2016 EASTSIDE REDEVELOPMENT REVENUE LOAN	500,000.00	0.00	500,000.00	0.00	347,949.00	12/31/45
2017 EASTSIDE REDEVELOPMENT REVENUE BOND	1,245,000.00	(48,000.00)	1,197,000.00	0.00	413,685.90	04/01/37
2017 WESTSIDE REDEVELOPMENT REVENUE BOND	3,888,000.00	(150,000.00)	3,738,000.00	0.00	1,291,473.90	04/01/37
2017 AIRPORT REFUNDING REVENUE NOTE	6,300,000.00	(540,000.00)	5,760,000.00	0.00	683,598.50	10/01/27
2017 INFRASTRUCTURE SALES SURTAX REVENUE BOND	25,000,000.00	(1,952,000.00)	23,048,000.00	0.00	2,564,498.50	10/01/28
2017 URBAN CORE REDEVELOPMENT REVENUE BOND	7,875,000.00	(125,000.00)	7,750,000.00	0.00	3,955,968.00	04/01/40
2018 AIRPORT REFUNDING REVENUE NOTE	29,678,000.00	(324,000.00)	29,354,000.00	2,149,814.60	12,996,903.00	10/01/38
TOTAL	\$ 169,305,600.00	(15,839,600.00)	153,466,000.00	3,369,612.10	62,872,176.74	

^(a) Does not include required O&M and R&R reserves.

^(b) Estimated.

^(c) Interest is shown as a gross amount. The federal government subsidy for Build America Bonds is \$12,775,871.24 for a net interest on the bonds of \$23,776,555.48.

^(d) Note was paid in full on November 1, 2018.

^(e) The Series 2009B Bonds were refunded on July 25, 2019.

CITY OF PENSACOLA
DEBT SERVICE SCHEDULE BY ALLOCATION
June 30, 2019
(Unaudited)

	BALANCE 09/30/18	ADDITION OR (RETIREMENT) OF PRINCIPAL	BALANCE 06/30/19	REQUIRED RESERVES ^(a)	FUTURE INTEREST	MATURITY DATE
<u>LOCAL OPTION GAS TAX FUND</u>						
2016 LOCAL OPTION GAS TAX REVENUE BOND	12,750,000.00	(1,316,000.00)	11,434,000.00	0.00	856,879.20	12/31/26
TOTAL LOCAL OPTION GAS TAX FUND	12,750,000.00	(1,316,000.00)	11,434,000.00	0.00	856,879.20	
<u>COMMUNITY REDEVELOPMENT AGENCY</u>						
2009A&B REDEVELOPMENT REVENUE BONDS (CMP) ^(e)	41,230,000.00	(1,130,000.00)	40,100,000.00	0.00	36,552,426.72 ^(c)	04/01/40
2016 EASTSIDE REDEVELOPMENT REVENUE LOAN	500,000.00	0.00	500,000.00	0.00	347,949.00	12/31/45
2017 EASTSIDE REDEVELOPMENT REVENUE BOND	1,245,000.00	(48,000.00)	1,197,000.00	0.00	413,685.90	04/01/37
2017 WESTSIDE REDEVELOPMENT REVENUE BOND	3,888,000.00	(150,000.00)	3,738,000.00	0.00	1,291,473.90	04/01/37
2017 URBAN CORE REDEVELOPMENT REVENUE BOND	7,875,000.00	(125,000.00)	7,750,000.00	0.00	3,955,968.00	10/01/28
TOTAL COMMUNITY REDEVELOPMENT AGENCY	54,738,000.00	(1,453,000.00)	53,285,000.00	0.00	42,561,503.52	
<u>LOCAL OPTION SALES TAX FUND</u>						
2017 INFRASTRUCTURE SALES SURTAX REVENUE BOND	25,000,000.00	(1,952,000.00)	23,048,000.00	0.00	2,564,498.50	10/01/28
TOTAL LOCAL OPTION SALES TAX FUND	25,000,000.00	(1,952,000.00)	23,048,000.00	0.00	2,564,498.50	
<u>GAS UTILITY FUND</u>						
2011 GAS SYSTEM REVENUE NOTE	2,130,000.00	(516,000.00)	1,614,000.00	0.00	51,058.70	10/01/21
2016 GAS SYSTEM REVENUE NOTE	14,700,000.00	(1,209,000.00)	13,491,000.00	0.00	1,173,066.05	10/01/26
TOTAL GAS UTILITY FUND	16,830,000.00	(1,725,000.00)	15,105,000.00	0.00	1,224,124.75	
<u>AIRPORT FUND</u>						
2008 AIRPORT TAXABLE CFC REVENUE NOTE	5,800,000.00	0.00	5,800,000.00	0.00	832,324.27 ^(b)	12/31/21
2010 AIRPORT REVENUE REFUNDING NOTE (97B, 98A AIRPORT)	1,285,000.00	(1,285,000.00)	0.00	0.00	0.00	10/01/18
2015 AIRPORT REFUNDING REVENUE NOTE	10,625,000.00	(945,000.00)	9,680,000.00	1,219,797.50	1,152,345.00	10/01/27
2016 AIRPORT FACILITIES GRANT ANTICIPATION NOTE ^(d)	6,299,600.00	(6,299,600.00)	0.00	0.00	0.00	10/01/19
2017 AIRPORT REFUNDING REVENUE NOTE	6,300,000.00	(540,000.00)	5,760,000.00	0.00	683,598.50	10/01/27
2018 AIRPORT REFUNDING REVENUE NOTE	29,678,000.00	(324,000.00)	29,354,000.00	2,149,814.60	12,996,903.00	10/01/38
TOTAL AIRPORT FUND	59,987,600.00	(9,393,600.00)	50,594,000.00	3,369,612.10	15,665,170.77	
TOTAL	\$ 169,305,600.00	(15,839,600.00)	153,466,000.00	3,369,612.10	62,872,176.74	

^(a) Does not include required O&M and R&R reserves.

^(b) Estimated.

^(c) Interest is shown as a gross amount. The federal government subsidy for Build America Bonds is \$12,775,871.24 for a net interest on the bonds of \$23,776,555.48.

^(d) Note was paid in full on November 1, 2018.

^(e) The Series 2009B Bonds were refunded on July 25, 2019.

CITY OF PENSACOLA
SCHEDULE OF LEGAL COSTS
June 30, 2019
(Unaudited)

ATTORNEY NAME OR FIRM	AMOUNT PAID	NATURE OF SERVICES PROVIDED
ALLEN NORTON & BLUE P A	\$59,490.67	Administrative, Collective Bargaining and Employee Matters
BEGGS & LANE	204,785.13	Contract and Real Estate Law
BRYANT MILLER OLIVE PA	6,498.84	Bond Counsel
CARLTON FIELDS JORDEN BURT	5,332.80	Environmental and Real Estate
COLLEEN CLEARY ORTIZ PA	6,670.00	Police Forfeiture Claim
GUNSTER YOAKLEY & STEWART PA	3,567.56	Natural Gas Matters
LOCKE LORD LLP	2,500.00	Bond Disclosure Counsel and New Market Tax Credits
MCCARTER & ENGLISH LLP	13,155.26	Natural Gas Industry
PLAUCHE MASELLI PARKERSON LLP	1,194.50	Utility Litigation
QUINTAIROS PRIETO WOOD & BOYER PA	27,387.92	Workers Compensation and Liability Claims
RAY, JR LOUIS F	25,839.00	Code Enforcement Special Magistrate
RODERIC G. MAGIE, PA	33,208.28	Workers Compensation Claims
RUMBERGER KIRK & CALDWELL PA	18,768.45	Police Liability Claims
SNIFFEN & SPELLMAN PA	49,719.26	Police Liability Claims
STEINMEYER FIVEASH LLP	3,515.01	Environmental and Property Matters
WILSON HARRELL & FARRINGTON PA	98,394.74	Claims and Litigation
REPORT TOTAL	<u>\$560,027.42</u>	

Financial Report

City of Pensacola

3rd Quarter Financial Statement

Nine Months Ending June 30, 2019

FY 2019 Issues

- Growth in the Economy Continues
- Half-Cent Sales Tax & Local Option Sales Tax
 - Growth from FYE 2018 to FYE 2019
 - Half-Cent Sales Tax increased by **5.99%**
 - Local Option Sales Tax increased by **4.50%**
- Ad Valorem Taxable Valuations
 - Positive Growth
- Expenditures in total, in line with Budgeted Projections
- Interest Rates
- Legal Services and Fees

General Fund

- In Total, Revenues Exceeded Budget
 - Attributed to Property Tax, Local Business Tax Revenues & Transfer from Pensacola Energy
 - Franchise Fees & Public Service Tax – **-\$156,600** or **1.45%**
 - Half-Cent Sales Tax – **+\$76,600** or **2.40%**
 - Communication Services Tax – **+\$30,500** or **1.53%**
 - Municipal Revenue Sharing – **+\$32,200** or **1.88%**

General Fund

- In Total, Revenues Projected to Meet or Exceed budget
- General Fund Transfer to Stormwater Capital Projects are Below Budget
 - An adjustment has been included in a supplemental budget resolution.
- Expenditures in Total Within Budget Through Third Quarter

Tree Planting Trust Fund

- Revenue and Expenditures Recorded in General Fund
 - Total Contributions Plus Interest Income - \$101,200
 - Expenditures/Encumbrances - \$0
 - City Council Voted to move \$300,000 to a reserved account on September 13, 2017.
 - Review of Tree Planting Trust Fund expenditures
 - End of Third Quarter Unencumbered Balance - \$492,603.

Park Purchases Trust Fund

- Revenue and Expenditures Recorded in General Fund
 - Total Contributions Plus Interest Income - \$5,200
 - Expenditures/Encumbrances - \$0
 - End of Third Quarter Unencumbered Balance - \$108,720

Housing Initiatives Fund/Inner City Housing Initiatives Fund

- Revenue and Expenditures Recorded in General Fund
 - Pensacola Inner City Community Redevelopment Area
 - City Council Allocated funds August 10, 2017 - \$440,000
 - Third Quarter “Inner City Housing Initiatives Fund” Total Contributions and Interest - \$6,800
 - “Inner City Housing Initiatives Fund” Expenditures/Encumbrances - \$0
 - End of Third Quarter Unencumbered Balance for “Inner City Housing Initiatives Fund” - \$447,286

Housing Initiatives Fund/Inner City Housing Initiatives Fund

- Third Quarter “Housing Initiatives Fund” Total Contributions and Interest - \$46,100
- “Housing Initiatives Fund” Expenditures/Encumbrances - \$130,700
- End of Third Quarter Unencumbered Balance for “Housing Initiatives Fund” - \$62,028

Special Revenue Funds

- Local Option Gasoline Tax Fund

- Revenue was \$29,900 or 3.35% below Budget for 3rd Quarter
 - June remittance lower than anticipated due to late filing from a supplier.
- Expenditures will not Exceed Budget for the fiscal year

Special Revenue Funds

- Stormwater Utility Fund
 - Revenue of \$2,712,100 Represents 97.75% of Budget
 - Revenue is Projected to be less than Budget by FYE
 - Parcels on the Airport property determined to be exempt
 - Expenditures are Consistent with Budget for 3rd Quarter

Special Revenue Funds

- Municipal Golf Course Fund
 - Expenditures Exceeded Revenue by **\$175,200** Before General Fund Subsidy (\$165,000)
 - **\$200** above FY 2018 3rd Quarter Revenues
 - Anticipate an increase in the transfer from General Fund over the currently budgeted amount of \$220,000

Special Revenue Funds

■ Municipal Golf Course Fund

- 15,174 Rounds played in 3rd Quarter of FY 2019 - a decrease of **85** Rounds from FY 2018
- 4,829 of Driving Range usage in 3rd Quarter of FY 2019 - a decrease of **769** Driving Range usage from FY 2018
- Concession payments are current through the 3rd Quarter of FY 2019
- Expenditures Consistent with Budget

■ Inspection Services Fund

- In total, Revenues Exceeded Expenditures By **\$190,200**
- Revenues **\$146,000** more than Prior Year
- Expenditures Were Consistent With Budget

Special Revenue Funds

■ Roger Scott Tennis Center

- Revenues exceeded expenditures by **\$47,100**
- Revenues are **\$11,700** Below Prior Year 3rd Quarter Revenues
- Expenditures Not Anticipated to Exceed Budget
- Three-year contract with Gulf Coast Tennis Group, LLC for the Operation & Management of Roger Scott Tennis Center
- Effective January 1, 2018
 - City receives minimum annual guaranteed revenue of \$125,000
 - Estimated to fund City's cost of Operations

Special Revenue Funds

- Community Maritime Park Management Services Fund
 - Community Maritime Park
 - CMLPA dissolved June 2017
 - FY 2018 First Full Year Of Operations By The City
 - March, 14,2019, City Council approved the Fourth Amendment to the Multi- Use Facility Non- Exclusive Use Agreement between the City and the Northwest Florida Professional Baseball, LLC (NFPB)
 - Change of Variable Attendance Surcharge to Attendance Surcharge
 - Change to a flat fee of \$1.50 per ticket instead of sliding scale
 - Expenditures Exceeded revenues by **\$171,400**
 - Expenditures will continue to exceed revenues until fourth quarter
 - Revenues **\$18,100** more than Prior Year
 - Expenses Consistent with Budget

Capital Projects Funds

- Local Option Sales Tax Fund
 - Revenues Exceeded Budget by **\$546,800** or **10.41%** Up
 - Expenditures in Total, Consistent with Budget
 - Extension of Local Option Sales Tax (Through 12/31/2028)
 - Anticipated that a draw upon City's Pooled cash will Occur.

Capital Projects Funds

- Stormwater Capital Projects Fund
 - General Fund Transfer Equaled Collection - \$2,712,100
 - Expenditures Within Budget
 - Transfer Projected to be less than Budget at FYE

Enterprise Funds

■ Gas Utility Fund

- Fund Balance and Revenue Exceed Expenses and Encumbrances by **\$2,727,700**
- Third Quarter FY19 Revenues exceed FY18 Revenues by **\$181,400**
- Increase in base load sales & higher gas costs
- FYE 2018 Reserve Shortfall - \$3.94 Million
Additional \$0.10 per Ccf - \$1,401,258
- Infrastructure Cost Recovery Fee - \$2,973,200
- In total, Expenses Consistent with Budget

Enterprise Funds

■ Sanitation Fund

- Fund Balance and Operating Revenue were Below Operating Expenses and Encumbrances by **\$153,400**
- Fund Revenues were **\$113,300** above FY 18 Revenues
- Expenses Consistent with Budget

Enterprise Funds

■ Port of Pensacola

- Revenues were below Expenses and Encumbrances by **\$65,000**
- Revenues exceeded FY 18 Revenues By **\$1,075,500**
 - Increase in Property Rental, Dockage, Interior Lighting, and Storage Revenue
 - Increase in Property Rental Revenue
 - New port customer - Pensacola Bay Oyster Company
 - Result of more vessel dockage days
 - Attributable to the increased business at Offshore Inland Marine's marine maintenance, repair & overhaul facility
 - Increase in Interior Lighting Revenue
 - Increase in power utilization at Berth 1 & New Tariff
 - Increase in Storage Revenue
 - Expanded Use of the Port

Enterprise Funds

■ Port of Pensacola

- Financial Position Update
 - FYE 2018
 - Port Reserves Balance a negative **\$10,200**
- Supplemental Budget Resolution
 - Adopted April 11, 2019
 - Eliminating the Appropriated Fund Balance
 - Increased Estimated Revenues and Appropriations

Enterprise Funds

■ Port of Pensacola

- Expenses, In Total, (excluding Berth 6) were at or below Budget
 - Expenses **\$667,200** more than FY 2018 for same time period
- All Port Lease Payments are Current
 - April 11, 2019 City Council Authorized Write off of Offshore Inland Marine & Oilfield Services abated payables

Enterprise Funds

■ Airport Fund

- Fund Balance and Revenue Exceeded Expenses and Encumbrances by **\$8.2 Million**
- Passenger Traffic Increased by 16.53% Compared to Third Quarter of FY 2018
- Airport Revenues were **\$1,956,800** above FY 2018
 - Airline Revenues **\$1,800** below prior fiscal year
 - Non-Airline Revenues Exceeded prior fiscal year by **\$1,958,700**
 - Parking Lot Revenue was **\$732,100** over prior year
 - Combined Revenue from Rental Cars and Rental Car Facility Charge Exceeded prior year fiscal year by **\$763,300**
- Expenses Consistent with Budget

Internal Service Funds

- Insurance Retention Fund/Central Services Fund

- Provide Services To the City's Other Operating Funds
- Revenues and Expenses Consistent With Budgeted Levels

Investment and Debt Service Schedules

- Provided For Information
 - Listing of City Investments
 - Listing of City's Debt Issues
 - Interest Rates

Legal Costs Schedule

- Schedule of legal costs paid to attorneys and/or firms who have provided services to the City

Legal Costs Schedule

CITY OF PENSACOLA
SCHEDULE OF LEGAL COSTS
June 30, 2019
(Unaudited)

ATTORNEY NAME OR FIRM	AMOUNT PAID	NATURE OF SERVICES PROVIDED
ALLEN NORTON & BLUE P A	\$59,490.67	Administrative, Collective Bargaining and Employee Matters
BEGGS & LANE	204,785.13	Contract and Real Estate Law
BRYANT MILLER OLIVE PA	6,498.84	Bond Counsel
CARLTON FIELDS JORDEN BURT	5,332.80	Environmental and Real Estate
COLLEEN CLEARY ORTIZ PA	6,670.00	Police Forfeiture Claim
GUNSTER YOAKLEY & STEWART PA	3,567.56	Natural Gas Matters
LOCKE LORD LLP	2,500.00	Bond Disclosure Counsel and New Market Tax Credits
MCCARTER & ENGLISH LLP	13,155.26	Natural Gas Industry
PLAUCHE MASELLI PARKERSON LLP	1,194.50	Utility Litigation
QUINTAIROS PRIETO WOOD & BOYER PA	27,387.92	Workers Compensation and Liability Claims
RAY, JR LOUIS F	25,839.00	Code Enforcement Special Magistrate
RODERIC G. MAGIE, PA	33,208.28	Workers Compensation Claims
RUMBERGER KIRK & CALDWELL PA	18,768.45	Police Liability Claims
SNIFFEN & SPELLMAN PA	49,719.26	Police Liability Claims
STEINMEYER FIVEASH LLP	3,515.01	Environmental and Property Matters
WILSON HARRELL & FARRINGTON PA	98,394.74	Claims and Litigation
REPORT TOTAL	<u>\$560,027.42</u>	

Financial Report

City of Pensacola

3rd Quarter Financial Statement

Nine Months Ending June 30, 2019