City of Pensacola

City Council

Agenda - Final

Thursday, September 12, 2019, 5:30 PM **Council Chambers, 1st Floor**

ROLL CALL

INVOCATION

Rev. Freddie Augustine, Pastor - First Corinthian Baptist Church

PLEDGE OF ALLEGIANCE

Council Member Ann Hill

FIRST LEROY BOYD FORUM

AWARDS

APPROVAL OF MINUTES

1. 19-00427 APPROVAL OF MINUTES: REGULAR MEETING DATED AUGUST 8, 2019 AND SPECIAL MEETING DATED SEPTEMBER 4, 2019

Attachments: *Draft - Regular Meeting Dated 8/8/19*

Draft - Special Meeting Dated 9/4/19

APPROVAL OF AGENDA

CONSENT AGENDA

2. 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

3. 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*

4. 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*

5. 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

REGULAR AGENDA

6. 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

PROOF OF PUBLICATION - PUBLIC HEARING

7. 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 CRTERIA 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-*

8. 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*

9. 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 (Revised)*

10. 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*

11. 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*

12. 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.

Sponsors: Grover C. Robinson, IV

Attachments: *Proposed Ordinance No. 29-19*

13. 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

14. 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

15. 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
PROOF OF PUBLICATION - ORDINANCE 2ND READING

COUNCIL EXECUTIVE'S REPORT

MAYOR'S COMMUNICATION

COUNCIL COMMUNICATIONS

CIVIC ANNOUNCEMENTS

SECOND LEROY BOYD FORUM

ADJOURNMENT

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

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

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

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 19-00427 City Council 9/12/2019

SUBJECT:

APPROVAL OF MINUTES: REGULAR MEETING DATED AUGUST 8, 2019 AND SPECIAL MEETING DATED SEPTEMBER 4, 2019

City of Pensacola

CITY COUNCIL

Regular Meeting Minutes

August 8, 2019 5:30 P.M. Council Chambers

Council President Terhaar called the meeting to order at 5:32 P.M.

ROLL CALL

Council Members Present: Andy Terhaar, P.C. Wu, Jewel Cannada-Wynn, Ann Hill, Jared Moore

Council Members Absent: Sherri Myers, Gerald Wingate

Also Present: Mayor Grover C. Robinson, IV

INVOCATION

Council Member Jewel Cannada-Wynn

PLEDGE OF ALLEGIANCE

St. Paul Catholic Church Boy Scout Troop 425

FIRST LEROY BOYD FORUM

The following individuals addressed Council regarding renewable energy and urged the passage and implementation of the recommendation from the final report of the Climate Mitigation Task Force:

Christian Wagley Haley Matherly

FIRST LEROY BOYD FORUM (CONT'D.)

The following individuals addressed Council regarding the police officer involved shooting and death of an African-American man, Tymar Crawford, during a traffic stop (just) over one month ago, with several relaying a list a demands for the City of Pensacola to provide by a date certain:

Ieshia Williams
Jamil Davis
Sarah Brommet
Rodney Hightower
Andrew Baldwin
Ryan Foust
James Larry Hughes, Jr.
Haley Morrissette
Keegan Anderson
Allison Ferreira
Willie Williams
Rodney Jones
Charles Williams
Mike Kilmer

Mayor Robinson made follow-up remarks.

AWARDS

None.

APPROVAL OF MINUTES

1. 19-00385 APPROVAL OF MINUTES: REGULAR MEETING DATED JULY 18, 2019

A motion to approve was made by Council Member Moore and seconded by Council Member Cannada-Wynn.

The motion carried by the following vote:

Yes: 5 Andy Terhaar, P.C. Wu, Ann Hill, Jared Moore, Jewel Cannada-Wynn
No: 0 None

APPROVAL OF AGENDA

Council President Terhaar indicated he will entertain a motion to approve the agenda as presented.

A motion to approve was made by Council Member Moore and seconded by Council Member Cannada-Wynn.

APPROVAL OF AGENDA (CONT'D.)

The motion (to approve the agenda as presented) carried by the following vote:

Yes: 5	Andy Terhaar, P.C. Wu, Ann Hill, Jared Moore, Jewel Cannada-Wynn
No: 0	None

CONSENT AGENDA

2. 19-00138 SANDSPUR DEVELOPMENT, LLC GROUND LEASE AND DEVELOPMENT AGREEMENT AMENDMENT NUMBER 1

Recommendation: That City Council authorize the Mayor to execute Amendment Number 1 of the Ground Lease and Development Agreement with Sandspur Development, LLC and execute both the associated Easement Agreement and the Memorandum of Ground Lease to reduce the Sandspur leasehold area, in substantially similar form as appropriate to carry out the purpose of the transaction. Further, that City Council authorize the Mayor to take all necessary actions to execute Amendment Number 1, the Easement Agreement, and the Memorandum of Ground Lease.

3. 19-00371 FEDERAL AVIATION ADMINISTRATION GRANT AGREEMENT 3-12-0063-043-2019

Recommendation: That City Council approve and authorize the Mayor to execute the acceptance of the Federal Aviation Administration Airport Improvement Program (AIP) Grant 3-12-0063-043-2019 in the amount of $2,072,525 for the acquisition of two replacement Aircraft Rescue and Firefighting Vehicles, design services for the improvements to airfield drainage, design services for the development of a General Aviation Customs and Border Protection Facility, and land acquisition at the Pensacola International Airport. Further, that City Council authorize the Mayor to take all actions necessary relating to the finalization of the grant.

4. 19-00370 TRANSFER OF SURPLUS VEHICLES - USMC RACING

Recommendation: That City Council declare two (2) City Police Vehicles (Unit Number S03508 - 2008 and Unit Number S32507 - 2007, Ford Crown Victoria marked patrol vehicles) surplus and authorize the transfer of these vehicles to USMC Racing.

CONSENT AGENDA (CONT'D.)

5. 19-00380 MAYORAL APPOINTMENT TO THE DOWNTOWN IMPROVEMENT BOARD (DIB)

Recommendation: That City Council affirm the Mayor's appointment of Patti Sonnen to the Downtown Improvement Board (DIB) to fill the unexpired term of Teri Levin, expiring June 30, 2020.

A motion to approve consent agenda Items 2 through 5 was made by Council Member Moore and seconded by Council Member Cannada-Wynn.

The motion carried by the following vote:

Yes: 5 Andy Terhaar, P.C. Wu, Ann Hill, Jared Moore, Jewel Cannada-Wynn
No: 0 None

REGULAR AGENDA

6. 19-00355 PUBLIC HEARING FOR THE ANNUAL ASSESSMENT RESOLUTION IMPOSING STORMWATER SERVICE ASSESSMENTS AND APPROVAL OF 2019 STORMWATER ASSESSMENT ROLL

Recommendation: That City Council conduct a public hearing on August 8, 2019 **to adopt the final assessment resolution imposing stormwater service assessments and approving the 2019 Stormwater Assessment Roll**.

City Administrator Holley read (as required by state law) the purpose of the hearing and indicated there are no rate changes from last year.

Reference was made to two (2) letters of objections received (hard copies provided to Council Members and on file with background materials). City Administrator Holley indicated the appropriate staff will follow-up with the property owners.

A motion to approve was made by Council Member Hill and seconded by Council Member Cannada-Wynn.

The motion carried by the following vote:

Yes: 5 Andy Terhaar, P.C. Wu, Ann Hill, Jared Moore, Jewel Cannada-Wynn
No: 0 None

REGULAR AGENDA (CONT'D.)

7. 2019-42 RESOLUTION NO. 2019-42 - IMPOSING STORMWATER SERVICE ASSESSMENTS AND APPROVAL OF 2019 STORMWATER ASSESSMENT ROLL

Recommendation: That City Council adopt Resolution No. 2019-42.

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES PROVIDED BY THE CITY'S STORMWATER UTILITY; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST DEVELOPED PROPERTY LOCATED WITHIN THE STORMWATER SERVICE AREA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Moore and seconded by Council Member Cannada-Wynn.

The motion carried by the following vote:

Yes: 5 Andy Terhaar, P.C. Wu, Ann Hill, Jared Moore, Jewel Cannada-Wynn
No: 0 None

8. 19-00359 PUBLIC HEARING: PROPOSED AMENDMENT TO THE CODE OF THE CITY OF PENSACOLA - LAND DEVELOPMENT CODE SECTION 12-13-2 (PLANNING BOARD) ADDING PROCEDURE FOR SUBMISSION AND REVIEW OF PLANS WITHIN THE GATEWAY REDEVELOPMENT DISTRICT; AND REPEALING SECTION 12-13-4 - (GATEWAY REVIEW BOARD); ALONG WITH OTHER RELATED REFERENCES IN SECTIONS 12-2-12 (REDEVEOPMENT LAND USE DISTRICT), 12-2-45 (ROOFTOP ANTENNAS) AND 12-2-81 (DEVELOPMENT PLAN GUIDELINES)

Recommendation: That City Council conduct a Public Hearing on August 8, 2019 **to consider a proposed amendment to the Land Development Code Section 12-13-2 (Planning Board) adding procedure for submission and review of plans within the Gateway Redevelopment District; and repealing Section 12-13-4 - (Gateway Review Board); along with other related references in Sections 12-2-12 (Redevelopment Land Use District), 12-2-45 (Rooftop Antennas) and 12-2-81 (Development Plan Guidelines)**.

Council Member Cannada-Wynn inquired of the intent of the amendment with Planning Services Administrator Morris responding accordingly as outlined in the memorandum provided with the agenda package.

REGULAR AGENDA (CONT'D.)

A motion to approve (Public Hearing Item 8, 19-00359) was made by Council Member Cannada-Wynn and seconded by Council Member Moore.

The motion carried by the following vote:

Yes: 5 Andy Terhaar, P.C. Wu, Ann Hill, Jared Moore, Jewel Cannada-Wynn
No: 0 None

9. 19-00358 JOINT MEETINGS BETWEEN THE CITY COUNCIL, MAYOR AND THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Recommendation: That City Council direct the Council Executive to coordinate with the City Council, the Mayor's Office and the Escambia County Board of County Commissioners setting up two (2) joint meetings of the City Council, the Mayor and Escambia County Board of County Commissioners per year.

A motion was made by Council Member Hill. No second.

Fails due to lack of a second.

10. 19-00294 U.S. DEPARTMENT OF COMMERCE - FINANCIAL ASSISTANCE AWARD NO. 04-79-07378

Recommendation: That City Council authorize the Mayor to accept and execute Financial Assistance Award No. 04-79-07378 from the U.S. Department of Commerce, Economic Development Administration in the amount of $12,250,000 related to the expansion of the Maintenance, Repair, and Overhaul (MRO) facility at Pensacola International Airport. Further, that City Council approve the grant resolution and authorize the Mayor or his designee to take all actions necessary related to the finalization of the grant.

A motion to approve was made by Council Member Cannada-Wynn and seconded by Council Member Moore.

The motion carried by the following vote:

Yes: 5 Andy Terhaar, P.C. Wu, Ann Hill, Jared Moore, Jewel Cannada-Wynn
No: 0 None

REGULAR AGENDA (CONT'D.)

11. 2019-37 RESOLUTION NO. 2019-37 - U.S. DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION FINANCIAL ASSISTANCE AWARD

Recommendation: That City Council adopt Resolution No. 2019-37.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE FINANCIAL ASSISTANCE AWARD NO. 04-79-07378 WITH THE U.S. DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION FOR THE CONSTRUCTION OF A MAINTENANCE, REPAIR, AND OVERHAUL FACILITY AT PENSACOLA INTERNATIONAL AIRPORT; PROVIDING AN EFFECTIVE DATE.

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

The motion carried by the following vote:

Yes: 5 Andy Terhaar, P.C. Wu, Ann Hill, Jared Moore, Jewel Cannada-Wynn
No: 0 None

12. 19-00360 AIRPORT - STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AMENDMENT TO THE PUBLIC TRANSPORTATION AGREEMENT

Recommendation: That City Council authorize the Mayor to accept and execute the State of Florida Department of Transportation Amendment to the Public Transportation Grant Agreement Financial Project 441494-2-94-01 in the amount of $8,000,000 for Pensacola International Airport Facilities Development related to MRO expansion. Further, that City Council approve the grant resolution and authorize the Mayor or his designee to take all actions necessary related to the finalization of the grant amendment.

A motion to approve was made by Council Member Cannada-Wynn and seconded by Council Member Hill.

The motion carried by the following vote:

Yes: 5 Andy Terhaar, P.C. Wu, Ann Hill, Jared Moore, Jewel Cannada-Wynn
No: 0 None

REGULAR AGENDA (CONT'D.)

13. 2019-40 RESOLUTION NO. 2019-40 - STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT

Recommendation: That City Council adopt Resolution No. 2019-40.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE AN AMENDMENT TO PUBLIC TRANSPORTATION GRANT AGREEMENT FINANCIAL PROJECT 441494-2-94-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FACILITIES DEVELOPMENT AT THE PENSACOLA INTERNATIONAL AIRPORT AIR COMMERCE PARK; PROVIDING AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Moore and seconded by Council Member Cannada-Wynn.

The motion carried by the following vote:

Yes: 5 Andy Terhaar, P.C. Wu, Ann Hill, Jared Moore, Jewel Cannada-Wynn
No: 0 None

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 approve Proposed Ordinance No. 26-19 on first 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 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.

REGULAR AGENDA (CONT'D.)

A motion to approve (P.O. No. 26-19) on first reading was made by Council Member Terhaar and seconded by Council Member Cannada-Wynn.

Public input was heard from the following individuals:

Lloyd Cole	Ron Helms
Anita Cole	Akeem Brown

Discussion ensued among Council and **reference was made to a revised draft of P.O. No. 26-19** based on comments made during agenda conference. (No objections were made regarding the revised language.) Assistant City Attorney Moore responded accordingly; and City Attorney Woolf made clarifying statements. Input was also heard from Mayor Robinson.

Upon conclusion of discussion, the vote was called.

The motion carried by the following vote:

Yes: 5	Andy Terhaar, P.C. Wu, Ann Hill, Jared Moore, Jewel Cannada-Wynn
No: 0	None

15. 05-19 PROPOSED ORDINANCE NO. 05-19 - AMENDMENT TO LAND DEVELOPMENT CODE CHAPTER 12-10 FLOODPLAIN MANAGEMENT AND CREATING SECTION 14-1-133 LOCAL GOVERNMENT AMENDMENTS TO FLORIDA CODE **(Ordinance No. 16-19)**

Recommendation: That City Council adopt Proposed Ordinance No. 05-19 on second reading.

AN ORDINANCE REPEALING AND REPLACING SECTION 12-10-1 THROUGH SECTION 12-10-6 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR FLOODPLAIN MANAGEMENT REGULATIONS, DEVELOPMENT STANDARDS AND PROCEDURES FOR CONSTRUCTION IN AREAS SUBJECT TO FLOODING; CREATING SECTION 12-10-7 THROUGH SECTION 12-10-17 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INSPECTION OF FLOODPLAIN CONSTRUCTION; VARIANCES AND APPEALS; DEFINITIONS; REGULATING CONSTRUCTION AND SITING OF BUILDINGS, SUBDIVISIONS, MANUFACTURED HOMES, RECREATIONAL VEHICLES AND TRAILERS, TANKS AND OTHER DEVELOPMENTS; CREATING SECTION 14-1-133 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FLOODPLAIN AMENDMENTS SUPPLEMENTAL TO THE FLORIDA BUILDING CODE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

REGULAR AGENDA (CONT'D.)

A motion to adopt (P.O. No. 05-19) was made by Council Member Cannada-Wynn and seconded by Council Member Hill.

The motion carried by the following vote:

Yes: 5	Andy Terhaar, P.C. Wu, Ann Hill, Jared Moore, Jewel Cannada-Wynn
No: 0	None

COUNCIL EXECUTIVE'S REPORT

None.

MAYOR'S COMMUNICATION

Mayor Robinson indicated he is working to schedule town hall meetings. He also reported on his meeting with FDOT on future opportunities which he feels optimistic. Further, he provided updates on current local initiatives related to complete streets projects. Finally, he commented on City Administrator Holley's retirement in December.

COUNCIL COMMUNICATIONS

Council Member Hill made follow-up comments regarding Item 9, (19-00358) *Joint Meetings between the City Council, Mayor and the Escambia County Board of Commissioners*, indicating she hopes a meeting can be scheduled with a limited agenda. Council President Terhaar indicated he will follow-up with Council Executive Kraher and the Mayor to see if it is possible.

Council Member Cannada-Wynn announced an upcoming public meeting FDOT is conducting at the Fricker Center regarding West Cervantes Street safety improvements. She also provided an update regarding the establishment of a housing task force.

Council Member Wu made follow-up remarks regarding comments made during the first segment of the LeRoy Boyd Forum.

CIVIC ANNOUNCEMENTS

None.

SECOND LEROY BOYD FORUM

The following individuals (again) addressed Council regarding the police officer involved shooting and death of an African-American man, Tymar Crawford, during a traffic stop (just) over one month ago, with several reiterating a list a demands for the City of Pensacola to provide by a date certain; as well as general issues regarding the conduct of the Pensacola Police Department:

Durrell Palmer
Jonathan Green
Ieshia Williams
Kay Joyce
Ilan Cosmos

ADJOURNMENT

WHEREUPON the meeting was adjourned at 7:30 P.M.

****

Adopted: _____

Approved: _____
R. Andy Terhaar, President of City Council

Attest:

_____
Ericka L. Burnett, City Clerk

City of Pensacola

CITY COUNCIL

Special Meeting Minutes

September 4, 2019 6:00 P.M. Council Chambers

Council President Terhaar called the special meeting to order at 6:01 P.M.

ROLL CALL

Council Members Present: Andy Terhaar, P.C. Wu, Jewel Cannada-Wynn, Ann Hill, Jared Moore, Sherri Myers

Council Members Absent: None

Also Present: Mayor Grover C. Robinson, IV (arrived 6:18)

ACTION ITEM

1. 19-00412 APPOINTMENT: CITY COUNCIL DISTRICT 5 REPRESENTATIVE

Recommendation: That City Council appoint a resident of District 5 to fill the unexpired term of Council Member Gerald Wingate, ending November 24, 2020.

Council President Terhaar provided an opportunity for each nominee to address Council as follows:

Betty Allen
Taran Black
Toni Teniade' Broughton
Ron Helms – ***WITHDREW***
John Jerralds
Alexander Kozmon
P. Jay Massey
Tony R. McCray, Jr.
Haley Morrissette
Walker Wilson

Following each nominee's address, Council Members were provided an opportunity to make comments and ask questions of each nominee.

ACTION ITEM (CONT'D.)

Public input was heard from the following individuals:

Walter Wallace
Christian Wagley
Drew Buchanan
Mamie Webb Hixon
Clorissti Shoemo
C. Marcel Davis
Allison Ferreira
Randi Broughton
Fallon Farlington
Sarah Brummet
Jamil Davis
Ieshia Williams
Shekka Drayton
Marilyn Wiggins
Clinton Powell

Following public input, Council Members made follow-up remarks.

There being no further discussion, Council President Terhaar called for a ballot vote.

Balloting and tallying takes place.

Council President Terhaar announced there will be a second ballot among Betty Allen, Taran Black, John Jerralds, and Toni Teniade' Broughton.

Balloting and tallying takes place a second time.

Council President Terhaar announced City Council appointed John Jerralds who is a resident of District 5 to fill the unexpired term of Council Member Gerald Wingate, ending November 24, 2020.

DISCUSSION ITEMS

None.

OATH OF OFFICE

The Oath of Office was administered by City Clerk Burnett to Council Member John Jerralds.

ADJOURNMENT

WHEREUPON the meeting was adjourned at 8:20 P.M.

****

Adopted: _____

Approved: _____
R. Andy Terhaar, President of City Council

Attest:

_____
Ericka L. Burnett, City Clerk

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

[1]The 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.

[2]In 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:

_____
Keith Wilkins, Deputy City Administrator

Approved as to Form and Execution:

_____
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.

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[1]If 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.

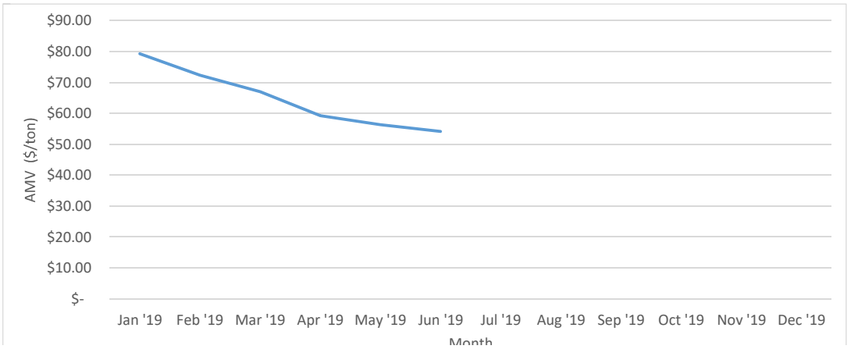
Thus, if the City delivered to the ECUA MRF 400 tons of SSR in April, 2019; 300 tons of SSR in May, 2019, and 350 tons of SSR in June, 2019, based upon the information contained in Tables A-1 and A-2, the computation would be as follows:

April, 2019	$59.25 < $65 -- $31 x 400 tons =	$12,400
May, 2019	$56.29 < $65 -- $31 x 300 tons =	$9,300
June, 2019	$54.10 < $55 -- $41 x 350 tons =	$14,350
	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**



Month

Average Market Value	$45.00 or less	$55.00 or less	$65.00 or less	$75.00 or less	$ 85.00 or less	$ 95.00 or less	$ 105.00 or less
IMRF Tipping Fee	$ 56.00	$ 46.00	$ 36.00	$ 26.00	$ 16.00	$ 10.00	$ -
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 and 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.

10.

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:

_____

_____, City Attorney

Approved as to content:

_____

Print Name: _____

Title: _____

Signed, sealed and delivered in the presence of:

_____

Print Name: _____

_____

Print Name: _____

DAILY CONVO, LLC

By: _____

Print Name: _____

Title: _____

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

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 LISTED 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 KNOWLEDGEABLE OF 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 CIP PROJECTS

C. ENGINEER OF RECORD RESPONSIBILITIES

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

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	G	SEPT 29, 2006

CONTACTS

CITY OF PENSACOLA ENGINEER
MR. L. DERRIK OWENS
180 GOVERNMENTAL CENTER
PENSACOLA, FL. 32502 PH: (850) 435-1645

SANITARY SEWER/WATER – EMERALD COAST UTILITY AUTHORITY
MR. MIKE HAMLIN
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
5120 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 ELLENOR DRIVE, SUITE 200
ORLANDO, FL. 32809 PH: (800) 432-4770

VICINITY MAP
SCALE: 1" = 500'

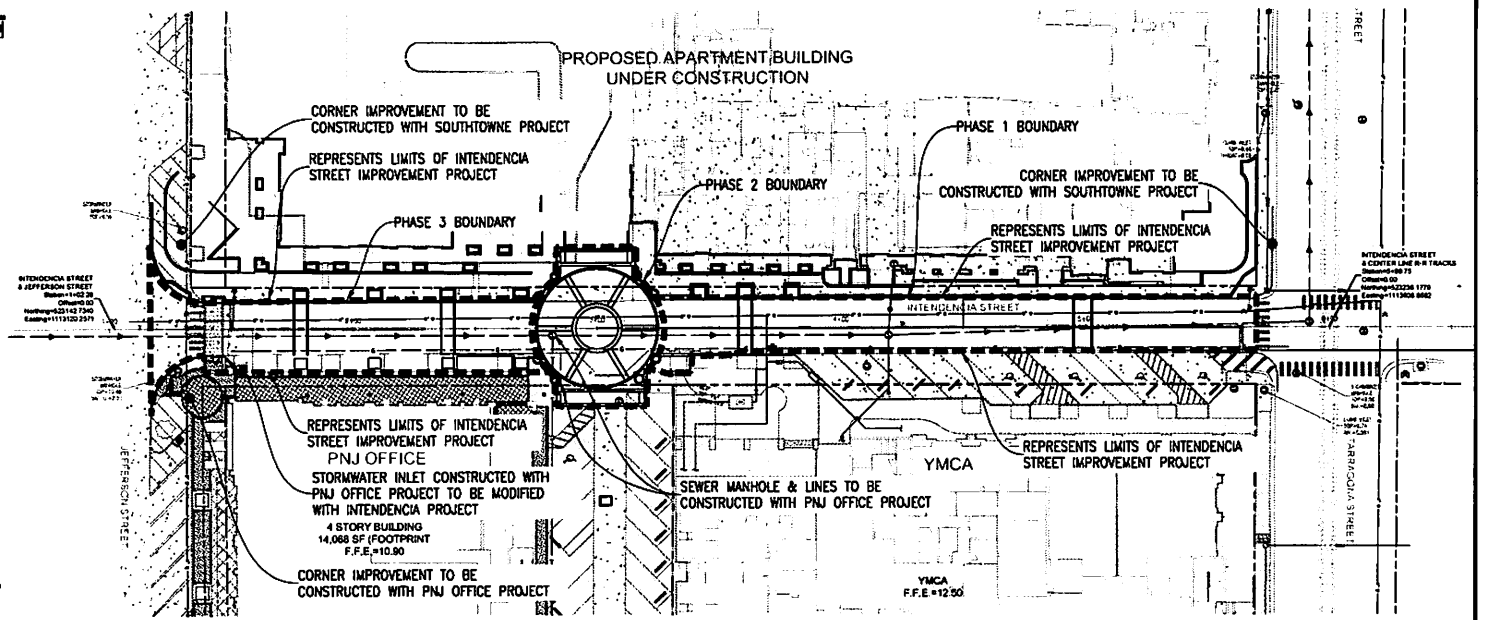
INDEX OF DRAWINGS

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

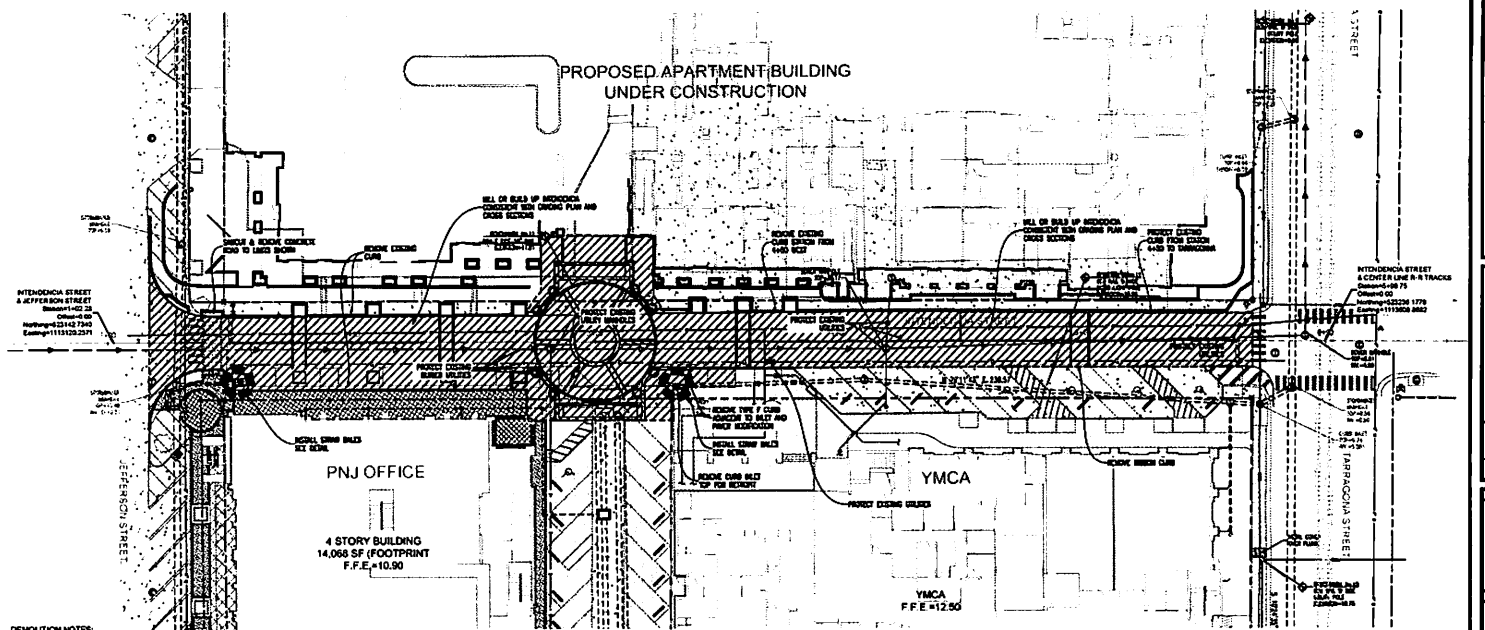
RBA

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400
Fax 850.438.0448
EB 00009657 LB 7916

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.



INTENDENCIA PROJECT LIMITS AND PHASING PLAN



EXISTING SITE, DEMOLITION & EROSION CONTROL PLAN

HORIZONTAL SCALE

LEGEND

PROJECT NOTES:

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE REQUIREMENTS AND STANDARDS OF ALL GOVERNING AGENCIES.

2. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR DEMOLITION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND SPECIFICATIONS APPROVED BY ALL OF THE PERMITTING AGENCIES.

3. THE LOCATION OF UNDERGROUND UTILITIES SHOWN ON THESE PLANS ARE BASED ON INFORMATION PROVIDED BY THE UTILITIES AND SHALL BE CONSIDERED APPROXIMATE. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO STARTING CONSTRUCTION, AND ACCORDINGLY, COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE.

4. THE CONTRACTOR SHALL NOTIFY THE SUPERINTENDENTS OF THE WATER, SANITARY SEWER, GAS, TELEPHONE, CABLE TELEVISION, AND POWER COMPANIES 72 HRS IN ADVANCE THAT HE INTENDS TO START WORK IN A SPECIFIED AREA. THE OWNER DISCLAIMS ANY RESPONSIBILITY FOR THE SUPPORT AND PROTECTION OF SEWERS, DRAINS, WATER PIPES, GAS PIPES, CONDUITS OF ANY KIND, UTILITIES OR STRUCTURES OWNED BY THE CITY, COUNTY, STATE OR BY PRIVATE OR PUBLIC UTILITIES SITUATED EITHER WITHIN OR OUTSIDE THE LIMITS OF THE PLACE OR RIGHT-OF-WAY.

5. ALL SITE CLEARING SHALL INCLUDE THE LOCATION AND REMOVAL OF ALL ABANDONED STRUCTURES, WHICH ARE NOT IN SERVICE AS NECESSARY FOR THE INSTALLATION OF PROPOSED IMPROVEMENTS. THESE INCLUDE PIPES, VALVES, DRAINAGE STRUCTURES, ETC., AS INDICATED ON THE CONTRACT PLANS. CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER AND OWNER OF ALL DISCOVERED UNDERGROUND STRUCTURES WHICH ARE IN CONFLICT WITH THE INSTALLATION OF THE PROPOSED IMPROVEMENTS AND ARE NOT INDICATED ON THE CONTRACT PLANS OR LOCATED IN THE FIELD BY UTILITIES IN ACCORDANCE WITH GENERAL NOTE 3.

6. RELOCATION OF OBSTRUCTIONS OWNED BY PRIVATE PROPERTY OWNERS, SUCH AS WELL SOCKETS, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR WHO MUST COORDINATE WITH THE PROPERTY OWNER.

7. THE CONTRACTOR SHALL MAINTAIN TRAFFIC CONTROL IN ACCORDANCE WITH FDOT STANDARD INDEX 600 (LATEST EDITION), FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) AND IN ACCORDANCE WITH ALL PERMIT REQUIREMENTS.

8. THE CONTRACTOR SHALL PLACE AND MAINTAIN ADEQUATE BARRICADES, CONSTRUCTION SIGNS, FLASHING LIGHTS, FENCING, SAFE CROSSINGS AND GUARDS DURING PROGRESS OF CONSTRUCTION WORK, IN ACCORDANCE WITH APPLICABLE PARTS OF INDEX.

9. ALL AREAS, NOT PAVED, DISTURBED DURING CONSTRUCTION SHALL BE STABILIZED BY SODDING AND MULCHING OR SODDING AS INDICATED ON THE PLANS. SOD AND MULCH OR SOD SHALL BE PLACED, WATERED, FERTILIZED MAINTAINED, SOIL AMENDMENTS IN ACCORDANCE WITH THE FDOT STANDARD SPECIFICATIONS AND THESE CONSTRUCTION NOTES/NOTES.

10. ALL EXCESS MATERIAL SHALL BE HAULED AWAY AND DISPOSED OF APPROPRIATELY AT THE CONTRACTOR'S OPTIONS.

11. CONSTRUCTION AROUND TREES SHALL BE DONE IN A MANNER TO MINIMIZE DAMAGE TO THE TREE AND ITS ROOT SYSTEM.

12. THE CONTRACTOR SHALL VISIT THE SITE TO FAMILIARIZE HIMSELF WITH EXISTING CONDITIONS AND THE EXTENT OF CLEARING AND GRUBBING REQUIRED.

13. ALL DIMENSIONS AND GRADES SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES THAT EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK MADE TO BE REQUIRE DUE TO DIVISIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS IF SUCH INSPECTION HAS NOT BEEN DONE.

14. THE CONTRACTOR IS TO COORDINATE WITH THE RESPONSIBLE UTILITY COMPANY FOR PROTECTION/MOVING OF UTILITY POLES, GUY WIRES, AND GUY ANCHORS IN AREAS OF CONSTRUCTION. THE CONTRACTOR SHALL INCLUDE THE COST OF PROTECTING UTILITY POLES IN THEIR ORIGINAL PRICE TO THE OWNER.

15. UPON SUBSTANTIAL COMPLETION, THE OWNER/CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD. THE ENGINEER OF RECORD IS RESPONSIBLE FOR INSPECTION OF THE PERMITTED FACILITY FOR COMPLIANCE WITH THE APPROVED PERMIT.

16. THE OPERATION AND MAINTENANCE OF THE FACILITY WILL BE THE RESPONSIBILITY OF THE OWNER, AS IN ACCORDANCE WITH THE APPROVED PERMIT.

17. THE CONTRACTOR SHALL NOTIFY FDOT 48 HOURS IN ADVANCE PRIOR TO WORKING ANY WORK IN THE STATE RIGHTS-OF-WAY.

18. SHOULD DIFFERING CONDITIONS OF SOIL & BEDROCK OCCUR, A ROCK CONSTRUCTION DISTANCE WILL BE REQUIRED.

19. CONTRACTOR SHALL SUBMIT AN MOT PLAN FOR APPROVAL TO THE CITY PRIOR TO COMMENCING WORK IN THE RIGHT OF WAY. MOT PLAN SHALL CONSIST OF A SKETCH/DRAWING OF THE PROPOSED MOT APPURTENANCES AS WELL AS SCHEDULED START AND FINISH DATE TO BOTH SAND WHITE [redacted] AND PSNI NOHOA [redacted] WITH THE CITY OF PENSACOLA.

EROSION CONTROL NOTES:

1. NO SITE WORK ACTIVITIES SHALL TAKE PLACE WITHOUT CITY SITE INSPECTION/APPROVAL OF PROPOSED EROSION CONTROL MEASURES AND ASSURED INSPECTION OF THE REQUESTED INSPECTION IS REQUIRED.

2. THE CONTRACTOR SHALL ESTABLISH EROSION CONTROL PRIOR TO COMMENCING ANY CONSTRUCTION OR EXCAVATION ON THE PROJECT. THE EROSION CONTROL BARRIER PLACEMENT AS INDICATED IS A SUGGESTION ONLY AND DOES NOT RELIEVE THE CONTRACTOR FROM CONTROLLING EROSION AND SEDIMENT DURING THE PROJECT SITE. EROSION CONTROL MEASURES ARE TO REMAIN IN PLACE AND BE MAINTAINED DURING THE ENTIRE TIME OF CONSTRUCTION AND EXCAVATION ON THE PROJECT.

3. AN EROSION CONTROL BARRIER IS TO BE PLACED ALONG THE BOUNDARIES OF THE PROJECT AREA AS SHOWN BEFORE CONSTRUCTION BEGINS AND IS TO REMAIN IN PLACE UNTIL CONSTRUCTION IS FINISHED AND ACCEPTED AND FINAL STABILIZATION IS COMPLETE.

4. THE CONTRACTOR SHALL INSPECT AND RECONSTRUCT EROSION CONTROL BARRIERS WEEKLY AND AFTER EVERY SIGNIFICANT STORM EVENT.

DEMOLITION NOTES:

1. ALL DEBRIS RESULTING FROM PROPOSED DEMOLITION WILL BE DISPOSED OF IN A LEGAL MANNER AND WILL CONFORM TO ANY AND ALL STATE AND LOCAL REGULATIONS AND/OR ORDINANCES WHICH GOVERN SUCH ACTIVITIES.

2. THE CONTRACTOR IS TO FIELD VERIFY THE LOCATION OF EXISTING UTILITIES AND COORDINATE RELOCATION WITH THE APPROPRIATE UTILITY OWNER AS NECESSARY. ANY AND ALL UTILITIES DISCONNECTED DURING DEMOLITION WILL BE PROPERLY CAPPED AND/OR RELOCATED AT THE DISCRETION OF SUCH PROPOSING OWNERS.

3. NO EXCAVATION WORKS WILL BE CONDUCTED ON OR ADJACENT ON THE PROJECT SITE OR ADJACENT PROPERTIES WITHOUT PRIOR AUTHORIZATION OF THE OWNER.

REBOL-BATTLE & ASSOCIATES
Civil and Environmental Engineers

INTENDENCIA PROJECT LIMITS PLAN & EXISTING SITE, DEMOLITION & EROSION CONTROL PLAN

Intendencia Street Right-of-way Improvements
PENSACOLA, FLORIDA

No	DATE	REVISION
1	12-13-17	CDP COMMENTS
2	3-13-18	TREE WELL REMOVAL
3	3-14-18	ESDA COMMENTS
4	5-11-18	CITY COMMENTS
5	7-10-18	NORTH CURB LINE REVISIONS

SEAL
PERMITTING SET
JEREMY R. KING P.E. No. 78144

Dr By GTP
Ck By JRK
Job No 2016.122
Date 2-13-2018

DRAWING No.
C1.0

This drawing is the property of Rebol-Battle & Associates, and may not be reproduced without written permission.

GENERAL NOTES FOR SOIL EROSION AND SEDIMENT CONTROL:

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.

2. ANY DISTURBED AREAS THAT WILL BE LEFT EXPOSED MORE THAN 30 DAYS, AND NOT SUBJECT TO CONSTRUCTION TRAFFIC, WILL IMMEDIATELY RECEIVE A TEMPORARY SEEDING. IF THE SEASON PREVENTS THE ESTABLISHMENT OF A TEMPORARY COVER, THE DISTURBED AREAS WILL BE MULCHED WITH STRAW, OR EQUIVALENT MATERIAL, AT A RATE OF TWO (2) TONS PER ACRE, ACCORDING TO STATE STANDARDS.

3. PERMANENT VEGETATION TO BE SEEDED OR SODDED ON ALL EXPOSED AREAS WITHIN TEN (10) DAYS AFTER GRADING. MULCH TO BE USED AS NECESSARY FOR PROTECTION UNTIL SEEDING IS ESTABLISHED.

4. ALL WORK AND MATERIALS TO BE IN ACCORDANCE WITH THE FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", LATEST EDITION, SECTIONS 104, 570, 575 AND 980 TO 986.

*5. A BITUMINOUS CONCRETE BASE COURSE WILL BE APPLIED IMMEDIATELY FOLLOWING ROUGH GRADING AND INSTALLATION OF IMPROVEMENTS IN ORDER TO STABILIZE STREETS, ROADS, DRIVEWAYS AND PARKING AREAS. IN AREAS WHERE NO UTILITIES ARE PRESENT, THE BITUMINOUS CONCRETE BASE SHALL BE INSTALLED WITHIN 15 DAYS OF THE PRELIMINARY GRADING.

*6. IMMEDIATELY FOLLOWING INITIAL DISTURBANCE OR ROUGH GRADING, ALL CRITICAL AREAS SUBJECT TO EROSION (I.E. STEEP SLOPES AND ROADWAY EMBANKMENTS) WILL RECEIVE A TEMPORARY SEEDING IN COMBINATION WITH STRAW MULCH OR A SUITABLE EQUIVALENT, AT A THICKNESS OF TWO (2) TO FOUR (4) INCHES MIXED WITH THE TOP TWO (2) INCHES OF SOIL, ACCORDING TO STATE STANDARDS.

*7. ANY STEEP SLOPES RECEIVING PIPELINE INSTALLATION WILL BE BACKFILLED AND STABILIZED DAILY, AS THE INSTALLATION PROCEEDS (I.E. SLOPES GREATER THAN 3:1).

*8. A CRUSHED LIMEROCK, VEHICLE WHEEL-CLEANING BLANKET SHALL BE INSTALLED AT THE CONTRACTOR'S STAGING YARD AND/OR STOCKPILE AREAS TO PREVENT OFF-SITE TRACKING OF SEDIMENT BY CONSTRUCTION VEHICLES ONTO PUBLIC ROADS. BLANKET SHALL BE 15FT. X 50FT. X 6IN. (MINIMUM). CRUSHED LIMEROCK 2 1/2 INCHES IN DIAMETER. SAID BLANKET SHALL BE UNDERLAIN WITH A FDOT CLASS 3 SYNTHETIC FILTER FABRIC AND MAINTAINED IN GOOD ORDER.

9. AT THE TIME WHEN THE SITE PREPARATION FOR PERMANENT VEGETATIVE STABILIZATION IS GOING TO BE ACCOMPLISHED, ANY SOIL THAT WILL NOT PROVIDE A SUITABLE ENVIRONMENT TO SUPPORT ADEQUATE VEGETATIVE GROUND COVER, SHALL BE REMOVED OR TREATED IN SUCH A WAY THAT WILL PERMANENTLY ADJUST THE SOIL CONDITIONS AND RENDER IT SUITABLE FOR VEGETATIVE GROUND COVER. IF THE REMOVAL OR TREATMENT OF THE SOIL WILL NOT PROVIDE SUITABLE CONDITIONS, NON-VEGETATIVE MEANS OF PERMANENT GROUND STABILIZATION WILL HAVE TO BE EMPLOYED.

*10. CONDUIT OUTLET PROTECTION MUST BE INSTALLED AT ALL REQUIRED OUTFALLS PRIOR TO THE DRAINAGE SYSTEM BECOMING OPERATIONAL.

11. UNFILTERED DEWATERING IS NOT PERMITTED. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS DURING ALL DEWATERING OPERATIONS TO MINIMIZE SEDIMENT TRANSFER.

12. SHOULD THE CONTROL OF DUST AT THE SITE BE NECESSARY, THE SITE WILL BE SPRINKLED UNTIL THE SURFACE IS WET, TEMPORARY VEGETATION COVER SHALL BE ESTABLISHED OR MULCH SHALL BE APPLIED IN ACCORDANCE WITH STATE STANDARDS FOR EROSION CONTROL.

13. ALL SOIL WASHED, DROPPED, SPILLED OR TRACKED OUTSIDE THE LIMIT OF DISTURBANCE OR ONTO PUBLIC RIGHTS-OF-WAY WILL BE REMOVED IMMEDIATELY.

14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY EROSION OR SEDIMENTATION THAT MAY OCCUR BELOW STORMWATER OUTFALLS OR OFFSITE AS A RESULT OF CONSTRUCTION OF THE PROJECT.

15. ALL SOIL STOCKPILES ARE TO BE TEMPORARILY STABILIZED IN ACCORDANCE WITH SOIL EROSION AND SEDIMENT CONTROL NOTE NUMBER 2 (ABOVE).

16. THE SITE SHALL AT ALL TIMES BE GRADED AND MAINTAINED SUCH THAT ALL STORM WATER RUNOFF IS DIVERTED TO SOIL EROSION AND SEDIMENT CONTROL FACILITIES.

17. ALL SEDIMENTATION STRUCTURES SHALL BE INSPECTED AND MAINTAINED REGULARLY.

18. ALL CATCH BASIN INLETS SHALL BE PROTECTED WITH HAY BALES AS SHOWN ON DETAIL.

19. THE CONTRACTOR SHALL PREPARE A PLAN FOR THE PROPER DEWATERING AND DOWNSTREAM SILTATION PROTECTION OF EACH STREAM CROSSING PRIOR TO EXCAVATING THE STREAM BED. PLAN SHALL BE FORWARDED TO THE ENGINEER FOR APPROVAL. THE ENGINEER SHALL BE NOTIFIED FOR INSPECTION PRIOR TO EACH STREAM CROSSING CONSTRUCTION.

20. ANY AREAS USED FOR THE CONTRACTOR'S STAGING, INCLUDING BUT NOT LIMITED TO, TEMPORARY STORAGE OF STOCKPILED MATERIALS (E.G. CRUSHED STONE, QUARRY PROCESS STONE, SELECT FILL, EXCAVATED MATERIALS, ETC.), SHALL BE ENTIRELY PROTECTED BY A SILT FENCE ALONG THE LOW ELEVATION SIDE TO CONTROL SEDIMENT RUNOFF.

* WHERE APPLICABLE

TEMPORARY SEEDING DETAILS:

SEED BED PREPARATION:
SOIL TO BE THOROUGHLY PULVERIZED BY DISK-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 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.

SEED MIXTURE:
CONSISTING OF ANNUAL RYE (LOLIUM MULTIFLORUM) AT A RATE OF 174 LBS/ACRE.

PERMANENT SEEDING DETAILS:

SEED BED PREPARATION:
SOIL TO BE THOROUGHLY PULVERIZED BY DISK-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 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.

SEED MIXTURE CONSISTING OF	RATE	PURITY	GERMINATION
ARGENTINE BAHIA	260 LBS/AC.	95%	80%
PENSACOLA BAHIA	260 LBS/AC.	95%	40%(MIN.)-80%(TOTAL)

SODDING:
SOD SHALL BE WELL ROOT MATTED CENTIPEDE OR BAHIA GRASS COMMERCIALLY CUT TO A MINIMUM DIMENSION OF 12" x 24" A MAXIMUM OF 72 HOURS PRIOR TO PLACEMENT. SOD SHALL BE LIVE, FRESH AND UNINJURED, REASONABLY FREE OF WEEDS AND OTHER GRASSES, WITH A HEAVY SOIL MAT ADHERING TO THE ROOT SYSTEM. SOD SHALL BE GROWN, CUT, AND SUPPLIED BY A STATE CERTIFIED GROWER.

TRAFFIC CONTROL STANDARDS:
1. CONSTRUCTION TRAFFIC SHALL BE RESTRICTED TO ONSITE ACCESS BY MEANS SO DESIGNATED BY THE ENGINEER, POLICE/SHERIFF DEPARTMENT, ESCAMBIA COUNTY HIGHWAY DEPARTMENT, AND/OR THE FLORIDA DEPARTMENT OF TRANSPORTATION.
2. TRAFFIC DURING WET WEATHER SHALL BE MINIMIZED AND APPROPRIATE ROADWAY AND SITE CLEAN-UP SHALL BE PROVIDED BY THE CONTRACTOR AS SOON AS WEATHER CONDITIONS PERMIT.

TREE PROTECTION:
1. DAMAGED TRUNKS OR EXPOSED ROOTS WILL BE PAINTED IMMEDIATELY WITH A GOOD GRADE 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.

DUST CONTROL:

1. ALL AREAS OF CLEARING AND EMBANKMENT AS WELL AS CONSTRUCTION HAUL ROADS SHALL BE TREATED AND MAINTAINED IN SUCH A MANNER AS TO MINIMIZE ANY DUST GENERATION.

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. CALCIUM CHLORIDE MAY BE APPLIED TO UNPAVED ROADWAY AREAS, ONLY, SUBJECT TO THE ENGINEER'S APPROVAL AND CONFORMANCE WITH FDOT STANDARD SPECIFICATIONS, SECTION 102-5, LATEST EDITION.

PROPOSED SEQUENCE OF CONSTRUCTION:

1. THE INSTALLATION OF ALL SEDIMENT AND EROSION CONTROL DEVICES THAT CAN BE PLACED PRIOR TO ANY MAJOR SOIL DISTURBANCES.

2. CLEAR AND REMOVE ALL EXISTING VEGETATION IN THOSE AREAS WHERE NECESSARY. ALL REMAINING VEGETATION IS TO BE PROPERLY PROTECTED AND IS TO REMAIN IN ITS NATURAL STATE. TOPSOIL IN AREAS TO BE DISTURBED IS TO BE STRIPPED TO A MINIMUM DEPTH OF SIX (6) INCHES AND STOCKPILED SEPARATELY FROM FROM OTHER EXCAVATED SOIL(S).

3. THE IMMEDIATE INSTALLATION OF ALL REMAINING SEDIMENT AND EROSION CONTROL DEVICES.

4. PERFORM ALL DEMOLITION WORK.

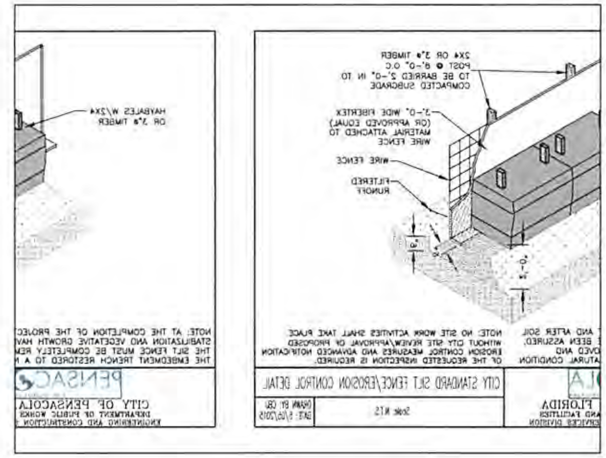
5. CONSTRUCT ALL UNDERGROUND UTILITIES AND STORM DRAIN SYSTEMS.

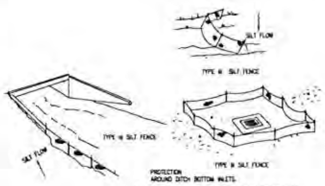
6. CONSTRUCT ROADS (SUBGRADE, CURB & GUTTER, BASE, PAVEMENT, SIDEWALKS AND LANDSCAPING).

7. COMPLETE STORMWATER PONDS.

8. UPON THE COMPLETION OF THE CONSTRUCTION ACTIVITIES, PROVIDE RESTORATION, FINE GRADE REMAINDER OF SITE, RESPREAD STOCKPILED TOPSOIL AND STABILIZE WITH PERMANENT VEGETATIVE COVER AND LANDSCAPING.

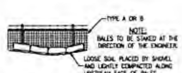
9. THE REMOVAL OF APPROPRIATE TEMPORARY SEDIMENT AND EROSION CONTROL DEVICES.



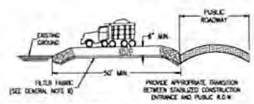


SILT FENCE APPLICATIONS
N.T.S.

DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.



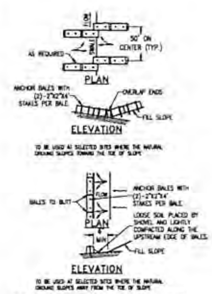
STRAW BALES BACKED BY FENCE
N.T.S.



STABILIZED CONSTRUCTION ENTRANCE DETAIL
N.T.S.

NOTE:
ALL PROTECTED TREES AS SHOWN ON THE PLANS TO REMAIN ARE TO BE PROTECTED DURING CONSTRUCTION. THE CONTRACTOR SHALL INSTALL ORANGE CONSTRUCTION FENCING AT THE DRIP LINE OF EACH PROTECTED TREE BEFORE WORKING IN THE VICINITY OF THE TREE.

TREE BARRICADE DETAIL
N.T.S.



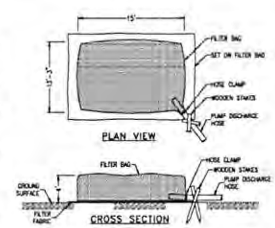
BARRIERS FOR FILL SLOPES
N.T.S.

DESCRIPTION:
FILTER BAGS WILL BE USED AS AN EFFECTIVE FILTER MEDIUM TO CONTAIN SAND, SILT AND FINES WHEN TRENCH DEWATERING. THE WETLAND FILTER BAG CONTAINS THESE MATERIALS WHILE ALLOWING THE WATER TO FLOW THROUGH THE FABRIC.

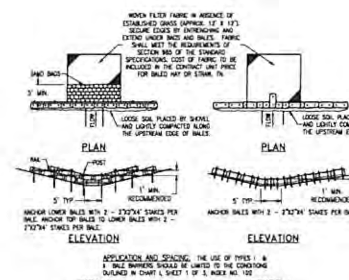
INSTALLATION:
WETLAND FILTER BAGS MAY REPLACE HAY BALE CORRALS DURING TRENCH DEWATERING, AT THE DISCRETION OF THE ENGINEER INSPECTOR. TO INSURE PROPER INSTALLATION, FILTER BAGS WILL BE PLACED ON RELATIVELY FLAT TERRAIN FREE OF BRUSH AND STUMPS TO AVOID RUPTURES AND PUNCTURES. PROPER INSTALLATION REQUIRES CUTTING A SMALL HOLE IN THE CORNER OF THE BAG, INSERTING THE PUMP DISCHARGE HOSE, AND THEN SECURING THE DISCHARGE HOSE TO THE BAG WITH A HOSE CLAMP. FILTER BAGS WILL BE PLACED AS FAR AWAY FROM FLOWING STREAMS AND WETLANDS AS POSSIBLE.

MAINTENANCE:
PRIOR TO REMOVING A BAG FROM THE HOSE, THE BAG WILL BE TIED OFF BELOW THE END OF THE HOSE ALLOWING THE BAG TO DRAIN. DRAINAGE WILL NOT BE ALLOWED THROUGH THE INLET HOLE. TO AVOID RUPTURE, THE BAGS WILL BE ATTENDED AND PUMPING RATES MONITORED. ONCE THE BAG IS INFLATED TO A HEIGHT OF 4 FEET, PUMPING WILL STOP TO AVOID RUPTURE. FILTER BAGS USED DURING CONSTRUCTION WILL BE BUNDLED AND REMOVED FOR PROPER DISPOSAL.

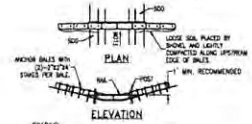
SPECIFICATION:
FILTER BAGS ARE CONSTRUCTED OF NON-WOVEN GEOTEXTILE FABRIC. A MAXIMUM OF ONE SIX INCH DISCHARGE HOSE WILL BE ALLOWED PER FILTER BAG. BAG CAPACITY WILL BE EXCEEDED BEYOND 3,000 GALLONS PER MINUTE. TYPICAL BAG DIMENSIONS ARE 15 FEET BY 13.25 FEET. TO HELP PREVENT PUNCTURES, GEOTEXTILE FABRIC WILL BE PLACED BENEATH THE FILTER BAG WHEN USED IN WOODED LOCATIONS. UNATTENDED FILTER BAGS WILL BE ENCIRCLED WITH A HAY BALE OR SILT FENCE CORRAL. HOSE CLAMPS WILL BE USED TO SECURE THE DISCHARGE HOSE. WIRE OR STRING WILL NOT BE USED.



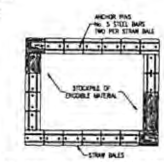
FILTER BAG DETAIL FOR TRENCH DEWATERING OPERATIONS
N.T.S.



BARRIER FOR UNPAVED DITCH
N.T.S.



BARRIER FOR PAVED DITCH
N.T.S.



MATERIAL STOCKPILE DETAIL
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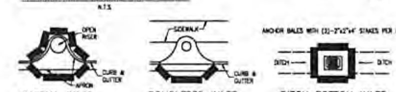

PROTECTION AROUND INLETS OR SIMILAR STRUCTURES
N.T.S.

RBA
REBOL-BATTLE & ASSOCIATES
Civil and Environmental Engineers

EROSION CONTROL DETAILS

Intendencia Street Right-of-way Improvements
PENSACOLA, FLORIDA

No	DATE	REVISION
1	12-13-17	COP COMMENTS
2	2-13-18	TREE WELL REMOVAL
3	3-1-18	ECUA COMMENTS
4	5-11-18	CITY COMMENTS
5	7-18-18	NORTH CURB LINE REVISIONS

SEAL
PERMITTING SET
JEREMY R. KING P.E.
No. 78144

Dr By GTP
Ck By JRK
Job No 2016 122
Date 2-13-2018

DRAWING No
C1.1

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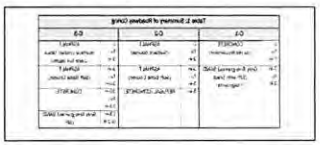
LEGEND

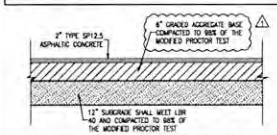
- EXISTING ASPHALT
- EXISTING CONCRETE
- EXISTING GRAVEL
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- BRICK PAVERS
- BOUNDARY LINE
- EASEMENT LINE
- LOT LINE
- RIGHT-OF-WAY LINE

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

CITY RIGHT OF WAY CONCRETE NOTE:

1. ALL CURB & GUTTER, SIDEWALKS & HANDICAP RAMPS SHALL BE A MINIMUM OF 3000 psi CONCRETE AT 28 DAYS WITH FIBERMESH.





ASPHALT PAVEMENT DETAIL
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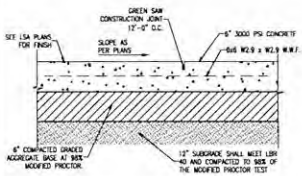

CONCRETE PAVEMENT DETAIL
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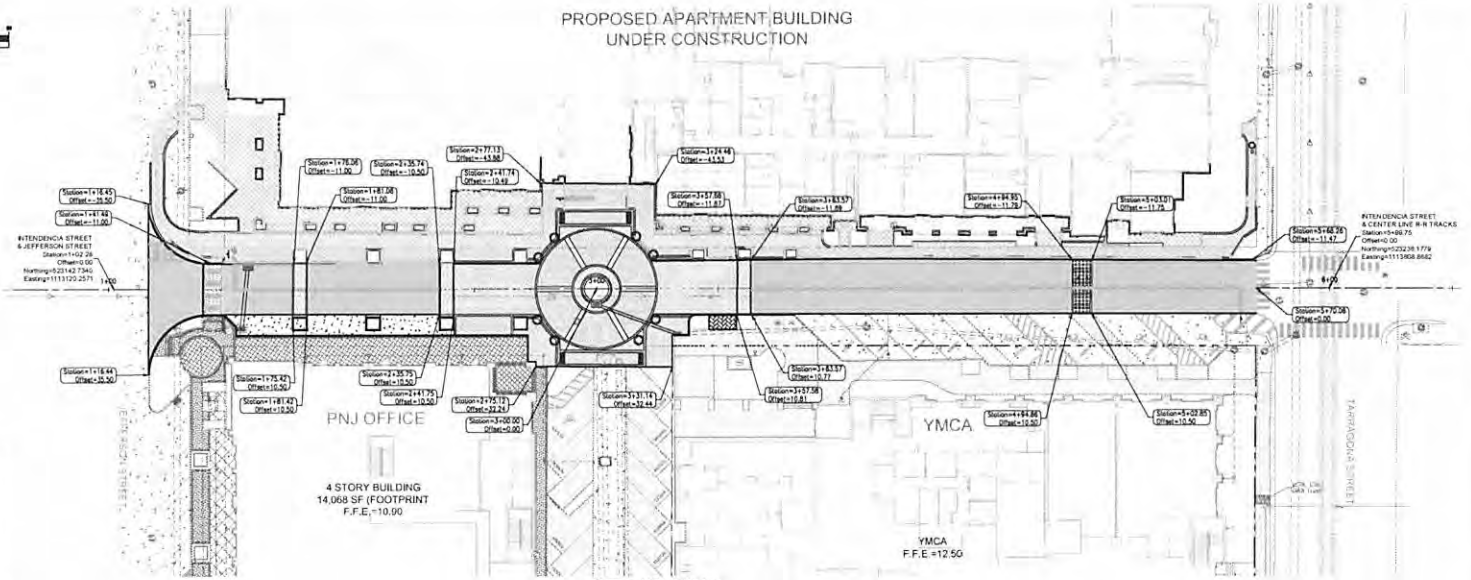
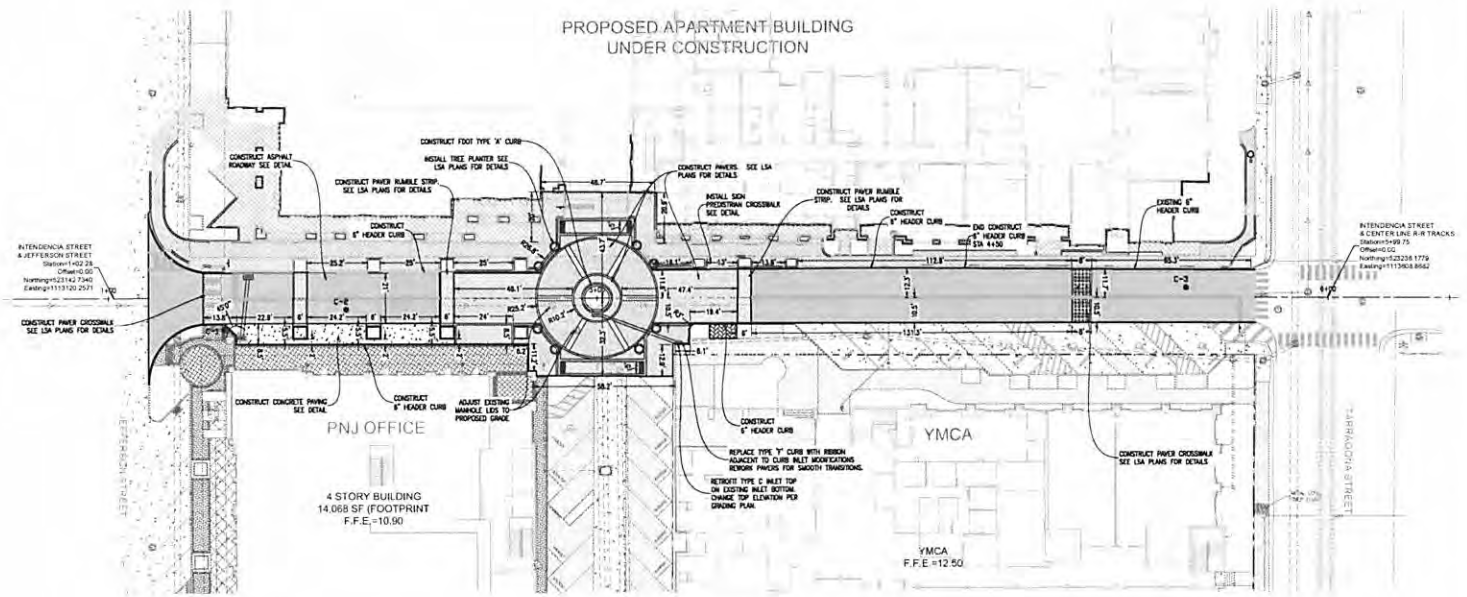


SITE LAYOUT PLAN



SITE LAYOUT & DIMENSION PLAN

REBOL-BATTLE & ASSOCIATES
Civil and Environmental Engineers
226 N. Palafox Street, Suite 200
Pensacola, Florida 32502
Telephone 850.438.9619 Fax 850.438.9691
CA #29990000

SITE LAYOUT & DIMENSION PLAN

Intendencia Street Right-of-way Improvements

PENSACOLA, FLORIDA

No.	DATE	REVISION
1	12-13-17	COP COMMENTS
2	2-13-18	TREE MITIGATION
3	3-1-18	ECUA COMMENTS
4	6-11-18	CITY COMMENTS
5	7-18-18	NORTH CURB LINE REVISIONS

SEAL
PERMITTING SET

JEREMY R. KING P.E.
No. 74144

Dr. By: GTP
Ck By: JRK
Job No: 2016.122
Date: 2-13-2018

DRAWING No.
C2.0

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HORIZONTAL SCALE

(IN FEET)
1 INCH = 20 FT. (22"x34")
1 INCH = 40 FT. (11"x17")

LEGEND

- EXISTING ASPHALT
- EXISTING CONCRETE
- EXISTING GRAVEL
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- BRICK PAVERS
- BOUNDARY LINE
- EASEMENT LINE
- LOT LINE
- RIGHT-OF-WAY LINE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- BENCHMARK
- FLOW ARROW
- PROPOSED SPOT ELEVATION (100.00 (BACK OF CURB) / 99.50 (EDGE OF PAVEMENT))

GENERAL NOTES

1. THE CONTRACTOR SHALL CONTROL STORMWATER DURING ALL PHASES OF CONSTRUCTION.

2. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS DURING CONSTRUCTION WHICH SHOW "AS-BUILT" CONDITIONS OF ALL WORK INCLUDING PIPING, DRAINAGE STRUCTURES, OUTLET STRUCTURES, DIMENSIONS, ELEVATIONS, GRADING, ETC. THE RECORD DRAWINGS SHALL BE PROVIDED TO THE ENGINEER OF RECORD PRIOR TO REQUESTING A FINAL INSPECTION.

3. ALL ASPECTS OF THE STORMWATER/DRAINAGE COMPONENTS AND/OR TRANSPORTATION COMPONENTS SHALL BE COMPLETED PRIOR TO ISSUANCE OF A FINAL CERTIFICATE OF OCCUPANCY.

4. ALL DISTURBED AREAS NOT SHOWN TO BE SODDED OR PAVED SHALL BE SEEDED, MULCHED AND FERTILIZED.

5. NO DEVIATIONS OR REVISIONS FROM THESE PLANS BY THE CONTRACTOR SHALL BE ALLOWED WITHOUT PRIOR APPROVAL FROM BOTH THE DESIGN ENGINEER AND THE CITY OF PENSACOLA. ANY DEVIATIONS MAY RESULT IN DELAYS IN OBTAINING A CERTIFICATE OF OCCUPANCY.

6. THE CONTRACTOR SHALL NOTIFY FDOT 48 HOURS IN ADVANCE PRIOR TO INITIATING ANY WORK IN THE STATE RIGHT-OF-WAY.

7. THE CONTRACTOR SHALL INSTALL, PRIOR TO THE START OF CONSTRUCTION AND MAINTAIN DURING CONSTRUCTION, ALL SEDIMENT CONTROL MEASURES AS REQUIRED TO RETAIN ALL SEDIMENTS ON THE SITE. IMPROPER SEDIMENT MEASURES MAY RESULT IN CODE ENFORCEMENT VIOLATION(S).

8. ALL RETENTION/DETENTION AREAS SHALL BE SUBSTANTIALLY COMPLETE PRIOR TO ANY CONSTRUCTION ACTIVITIES THAT MAY INCREASE STORMWATER RUNOFF RATES. THE CONTRACTOR SHALL CONTROL STORMWATER DURING ALL PHASES OF CONSTRUCTION AND TAKE ADEQUATE MEASURES TO PREVENT THE EXCAVATED POND FROM BLINDING DUE TO SEDIMENTS.

9. NOTIFY SUNSHINE UTILITIES 48 HOURS IN ADVANCE PRIOR TO DIGGING WITHIN RIGHT-OF-WAY. (1-800-432-4770)

10. THE OWNER/CONTRACTOR SHALL COORDINATE ANY ANTICIPATED COMMENCEMENT OF CONSTRUCTION WITH THE ENGINEER OF RECORD. AT LEAST 48 HOURS PRIOR TO CONSTRUCTION, THE OWNER IS RESPONSIBLE FOR SUBMITTING THE "CONSTRUCTION COMMENCEMENT NOTICE FORM" 62-346.900(3).

11. UPON SUBSTANTIAL COMPLETION, THE OWNER/CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD. THE ENGINEER OF RECORD IS RESPONSIBLE FOR INSPECTION OF THE PERMITTED FACILITY FOR COMPLIANCE WITH THE APPROVED PERMIT.

NOTE

1. THE DEPARTMENT OF PUBLIC WORKS MUST BE NOTIFIED WITHIN 72 HOURS OF ANY PROPOSED STORMWATER CONNECTION ON THE EXISTING STORMWATER SYSTEM.

INSPECTION

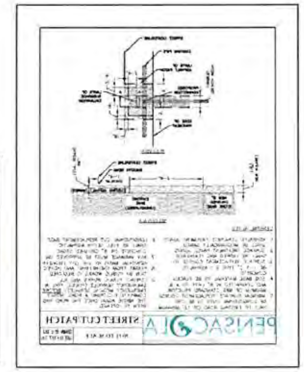
CUT AND PATCH (CITY STREETS)

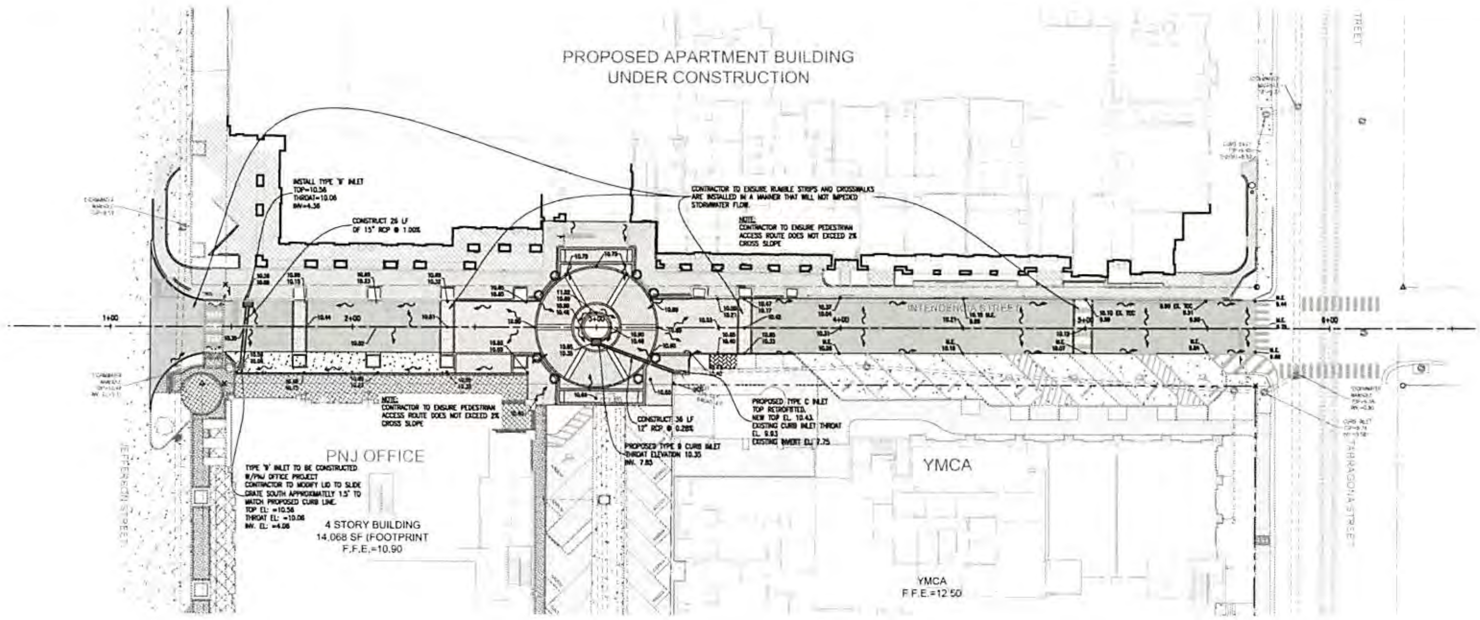
PRELIMINARY INSPECTION

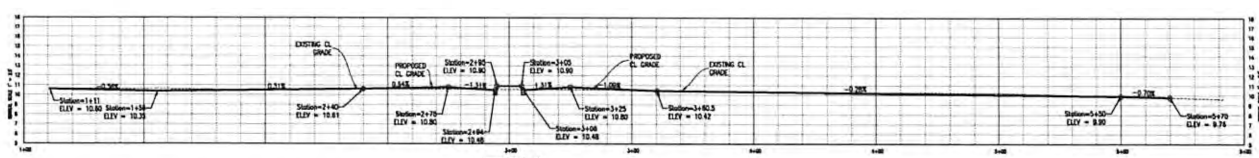
Compaction of limerock patch and milled perimeter is to be inspected by the Department of Public Works (24 hours before paving operations). If compaction, milling, or any other portion of the cut and patch section does not meet attached standards then backfill material must be removed and replaced to 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.







REBOL-BATTLE & ASSOCIATES
Civil and Environmental Engineers

GRADING & DRAINAGE PLAN

Intendencia Street Right-of-way Improvements

PENSACOLA, FLORIDA

No	DATE	REVISION
1	12-13-17	COP COMMENTS
2	2-13-18	TREE WELL REMOVAL
3	3-1-18	ECUA COMMENTS
4	6-11-18	CITY COMMENTS
5	7-16-18	NORTH CURB LINE REVISIONS

SEAL
PERMITTING SET

JEREMY R. KING P.E.
No. 78144

Dr By: GTP
Ck By: JRK
Job No: 2016.122
Date: 2-13-2018

DRAWING No.

C3.0

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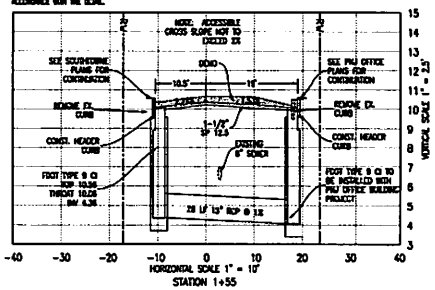
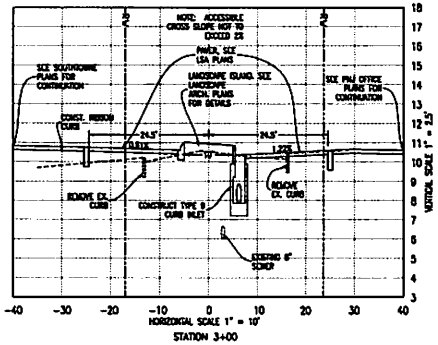
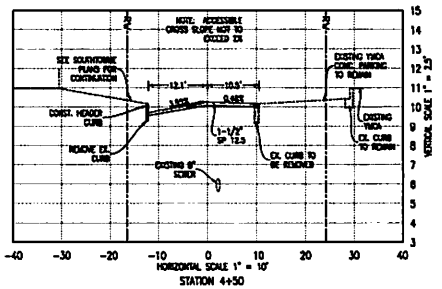
CONSTRUCTION NOTES:
1. IF MILLING EXCEEDS THEOLISH ASPHALT SECTION, CONTRACTOR SHALL REMOVE AN ADDITIONAL 6" TO ALLOW INSTALLATION OF 6" GRADED AGGREGATE BASE SECTION 1-1/2" SP-12.5 ASPHALT.
2. CONTRACTOR SHALL REMOVE EXISTING CONCRETE PAVEMENT AS APPROVED COMPLETELY PRIOR TO ROADWAY CONSTRUCTION.
3. THE CONTRACTOR SHALL USE SP-12.5 ASPHALT FOR OVERBUILD. THE MINIMUM THICKNESS ALLOWED SHALL RANGE FROM 0" TO 3". ALL OVERBUILD SHALL BE OVERLAID WITH A MINIMUM 1-1/2" SP-12.5 ASPHALT. THE ALLOWABLE THICKNESS OF SP-12.5 RANGES FROM 1-1/2" TO 3-1/2" PER LAYER.
4. ON SECTIONS WITH PAVERS, CONTRACTOR SHALL REMOVE TO A MINIMUM DEPTH TO ALLOW PAVER AND BASE INSTALLATION IN ACCORDANCE WITH LANDSCAPE ARCHITECT PLANS.
5. ON SECTIONS WITH PROPOSED CONCRETE, CONTRACTOR SHALL REMOVE TO A MINIMUM DEPTH TO ALLOW CONCRETE AND BASE INSTALLATION IN ACCORDANCE WITH THE DETAIL.



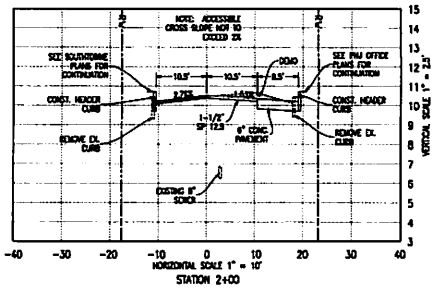
STATION 1+55



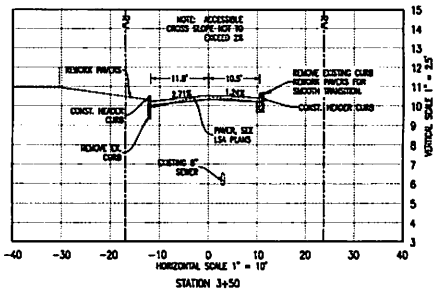
STATION 3+00



STATION 4+50



STATION 2+00



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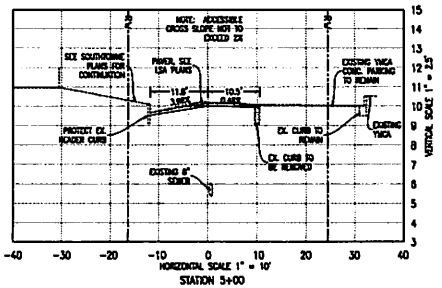
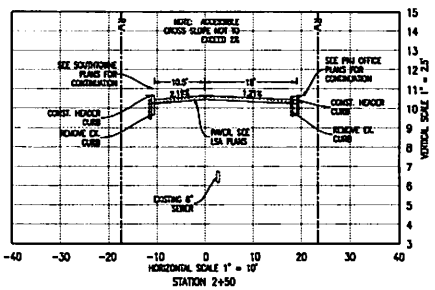
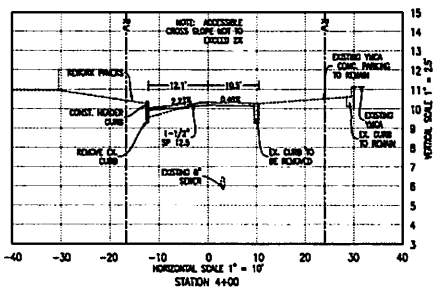


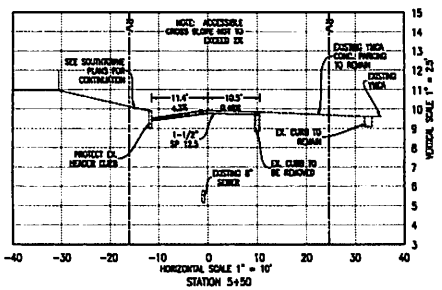
STATION 5+00



STATION 2+50



STATION 4+00



STATION 5+50

REBOL-BATTLE & ASSOCIATES
Civil and Environmental Engineers
3914 North Davis Street
Pensacola, Florida 32503
Telephone (850) 438-9661 Fax (850) 438-9662
CA #0000197

CROSS SECTIONS

Intendencia Street Right-of-way Improvements

PENSACOLA, FLORIDA

No	DATE	REVISION
1	12-15-17	CDP COMMENTS
2	3-12-18	TREE REMOVAL REMOVAL
3	5-1-18	EC/UA COMMENTS
4	6-11-18	CITY COMMENTS
5	7-19-18	NORTH CURB LINE REVISIONS

SEAL
PERMITTING SET

JEREMY R. KING P.E. No. 79144

Dr. By: GTP
Ck By: JRK
Job No. 2016.122
Date 2-13-2018

DRAWING No.
C4.0

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HORIZONTAL SCALE

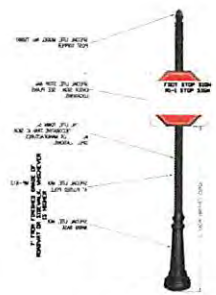
LEGEND

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

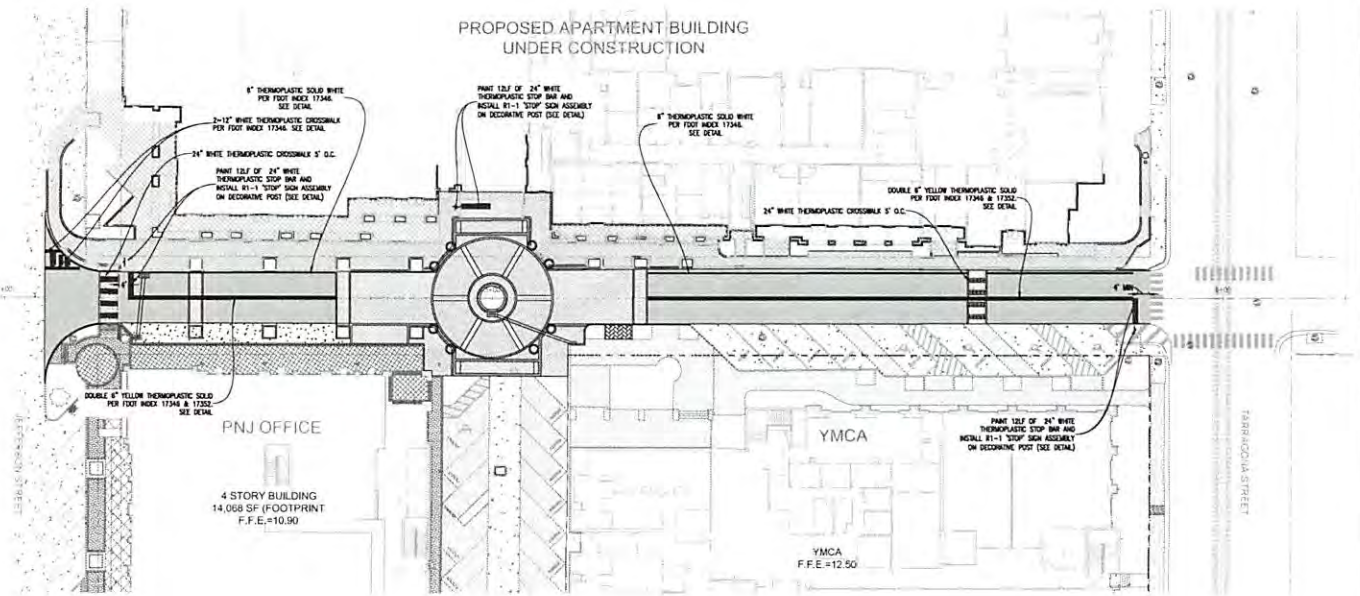
STRIPPING & SIGN NOTES:

1. ALL PAVEMENT MARKINGS AND STRIPING SHALL BE THERMOPLASTIC AND INSTALLED ACCORDING TO FDOT STANDARD INDEX 17346.
2. ALL MISSED STRIPING DESTROYED DURING CONSTRUCTION SHALL BE RE-STRIPED ACCORDING TO FDOT STANDARD INDEX 17346.
3. ALL LANES MUST BE OPEN FOR TRAFFIC DURING AN EVACUATION NOTICE OF A HURRICANE OR OTHER CATASTROPHIC EVENT AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION OR EVENT AS DIRECTED BY THE LOCAL MAINTENANCE ENGINEER OR HIS DESIGNEE.
4. ALL SIGNS SHALL BE INSTALLED PER FDOT STANDARD INDEX 11860, WIND ZONE No.1.

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



DECORATIVE TRAFFIC SIGN



REBOL-BATTLE & ASSOCIATES
Civil and Environmental Engineers

STRIPING / PAVEMENT MARKING PLAN & DETAILS

Intendencia Street Right-of-way Improvements
PENSACOLA, FLORIDA

No	DATE	REVISION
1	12-13-17	DOP COMMENTS
2	2-13-18	TREE WELL REMOVAL
3	3-1-18	EOUA COMMENTS
4	6-11-18	CITY COMMENTS
5	7-18-18	NORTH CURB LINE REVISIONS

SEAL
PERMITTING SET

JEREMY R. KING P.E.
No. 76144

Dr. By GTP
Ck By JRK
Job No 2016.122
Date 2-13-2018

DRAWING No.
C5.0

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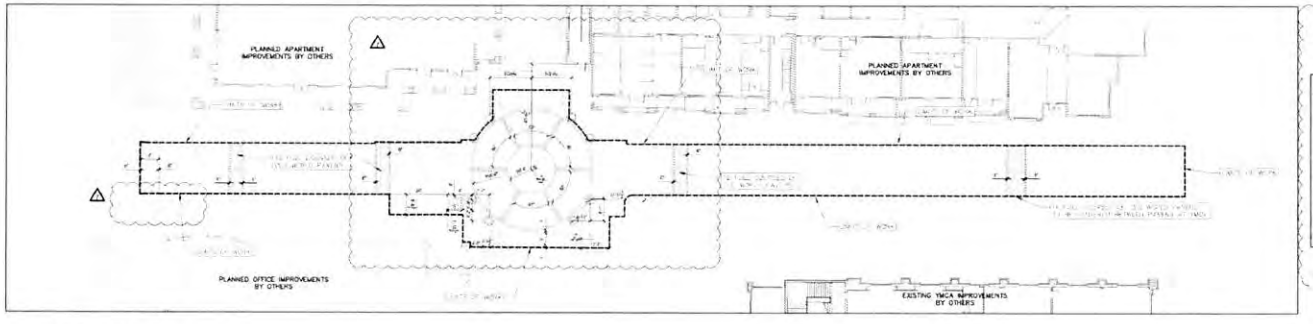
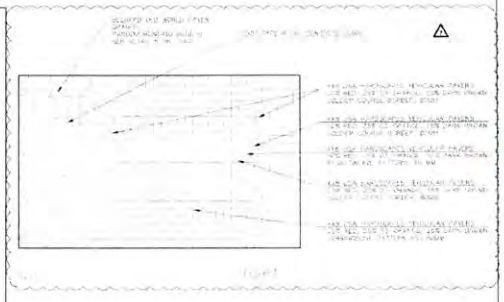
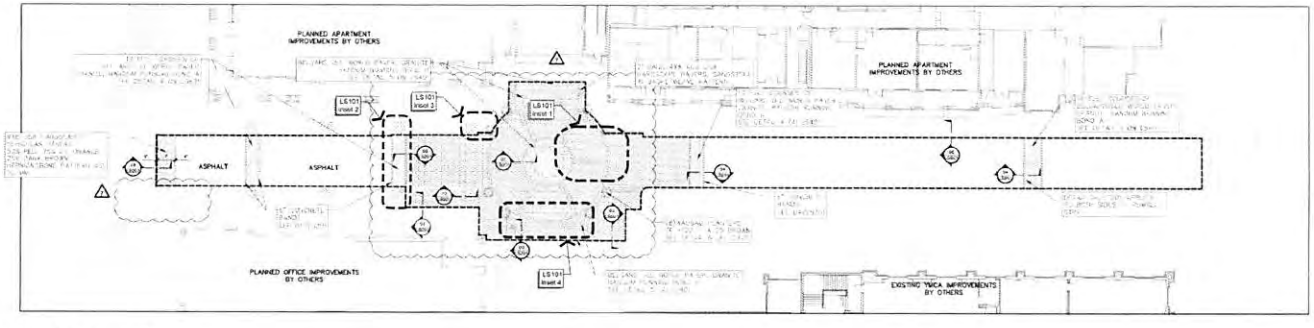
NOTE:

FIELD VERIFY EXACT LOCATION OF THE PLANTERS WITH LANDSCAPE ARCHITECT.





LAYOUT PLAN



4X8 ADA USA HARDSCAPES PAVER SANDSTONE IN BASKETWEAVE PATTERN

BELGARD OLD WORLD PAVER – GRANITE

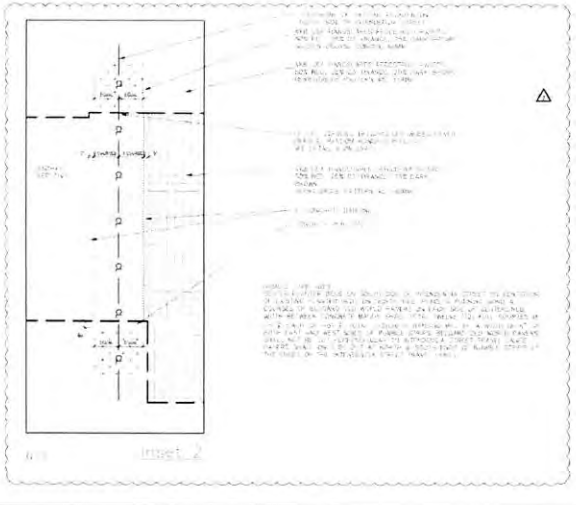
4X8 USA HARDSCAPES PAVER 50% RED, 25% 03-ORANGE, 25% DARK BROWN

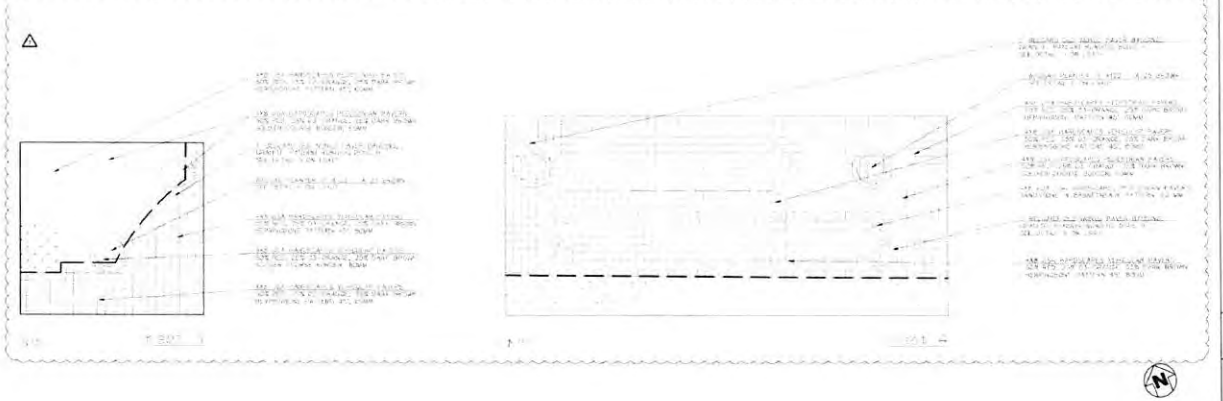
LANDSCAPE

BOUNDARY OF THE PROJECT SCOPE

NOTE: CURB LINES AND HARDSCAPE LAYOUT PER CIVIL DOCUMENTS

HARDSCAPE PLAN





SCALE: 1" = 20'

Jerry Pate Design

ISSUE DATE	DESCRIPTION
11.10.2016	R1
12.09.2016	R2
02.13.2018	R2
02.14.2018	R3
04.02.2018	R4
06.06.2018	R5
06.12.2018	R7

PNJ

INTENDENCIA STREET IMPROVEMENTS - PERMIT SET

PENSACOLA, FLORIDA

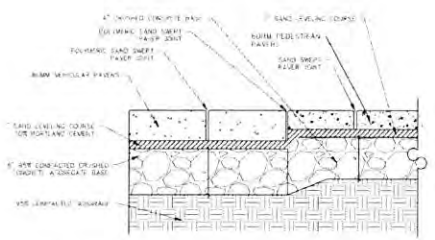
DEVELOPED BY DAILY CONVO, LLC

SHEET TITLE: LAYOUT PLAN & HARDSCAPE PLAN

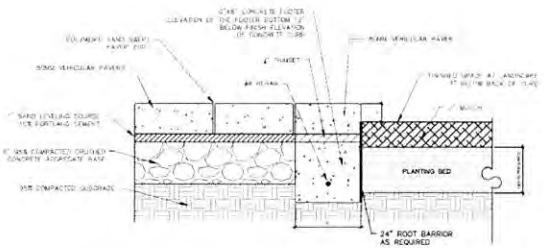
SHEET NUMBER: LS101

DATE: 12/13/2017

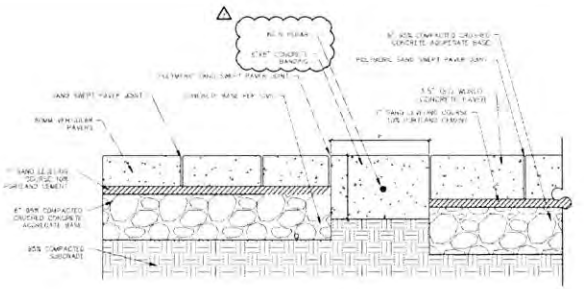
PERMITTING SET



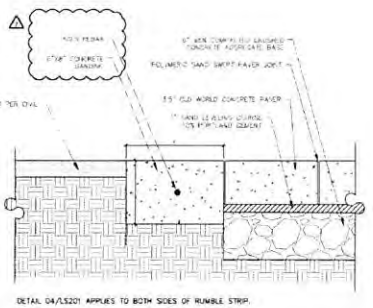
01 TYPICAL VEHICULAR PAVERS TO PEDESTRIAN PAVERS
NTS



02 TYPICAL VEHICULAR PAVERS TO LANDSCAPE
NTS

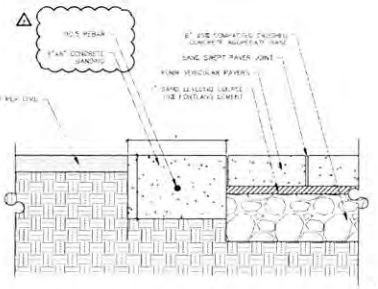


03 TYPICAL OLD WORLD PAVERS TO VEHICULAR PAVER WITH CONCRETE BAND
NTS

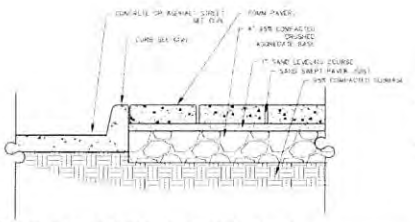


DETAIL 04/LS201 APPLIES TO BOTH SIDES OF RUMBLE STRIP.

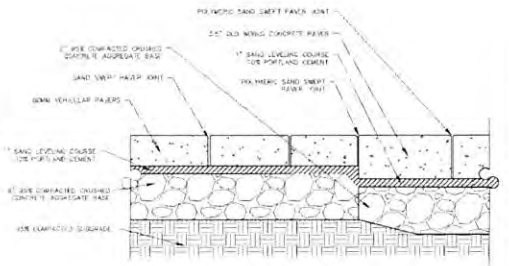
04 TYPICAL OLD WORLD PAVERS TO ASPHALT WITH CONCRETE BAND
NTS



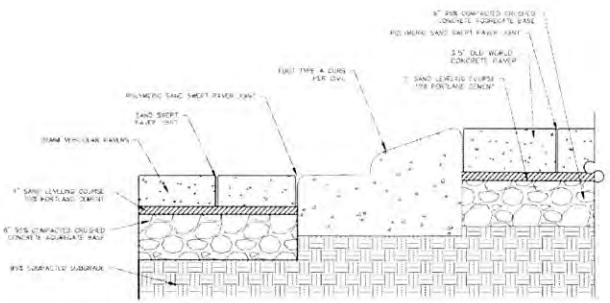
05 TYPICAL VEHICULAR PAVERS TO ASPHALT WITH CONCRETE BAND
NTS



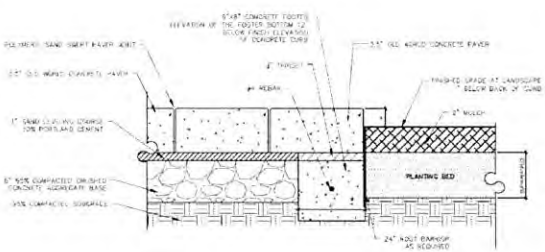
06 TYPICAL PEDESTRIAN PAVERS AT CURB
NTS



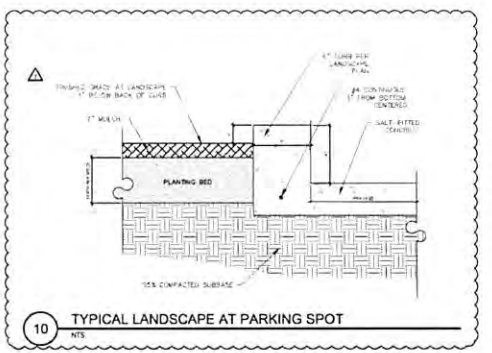
07 TYPICAL VEHICULAR PAVERS TO OLD WORLD PAVERS
NTS



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



09 TYPICAL OLD WORLD CONCRETE PAVERS TO LANDSCAPE
NTS



10 TYPICAL LANDSCAPE AT PARKING SPOT
NTS

Jerry Pate Design

ISSUE DATE	DESCRIPTION
01.16.18	SPI
02.09.2018	RG
02.12.2018	RG
02.14.2018	RG
04.02.2018	RM
06.01.2018	RB
06.12.2018	RG

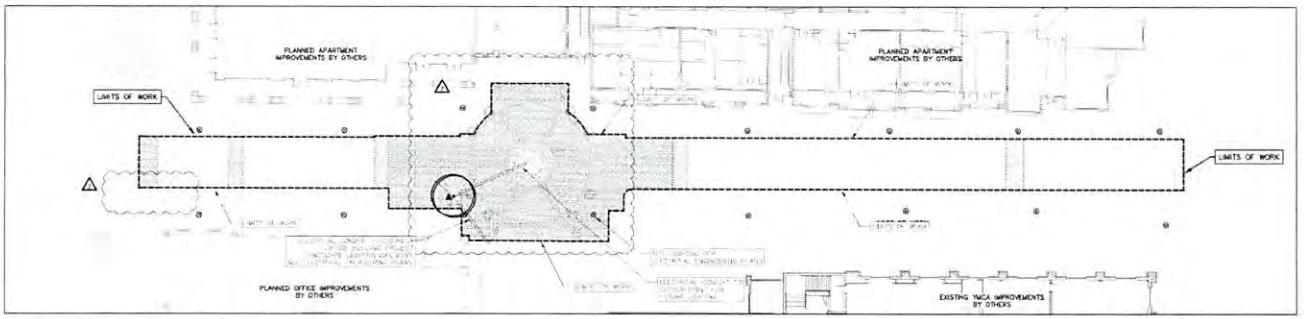
PNJ
INTENDENCIA STREET IMPROVEMENTS - PERMIT SET
PENSACOLA, FLORIDA
DEVELOPED BY DAILY CONVO, LLC

SHEET TITLE
HARDSCAPE DETAILS

SHEET NUMBER
LS201

DATE 12/13/2017

PERMITTING SET



LIGHTING PLAN

BOUNDARY OF THE PROJECT SCOPE

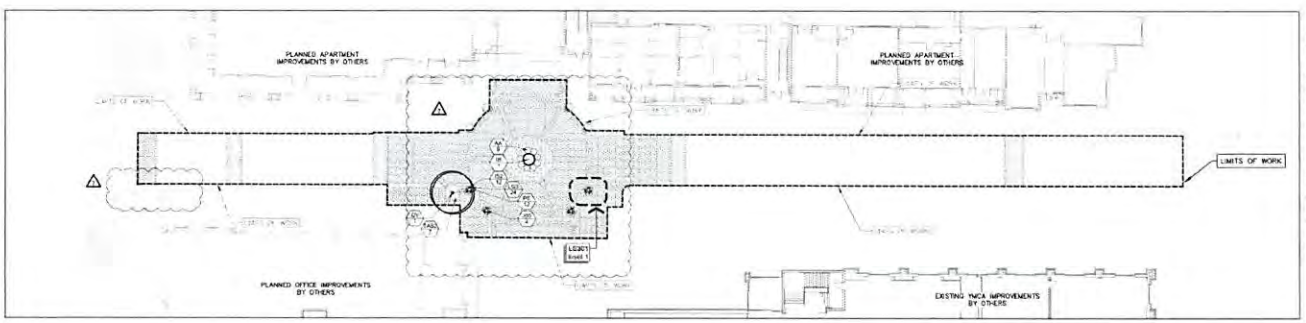
FIXTURE SCHEDULE

▲ (1) PHILLIPS RADCO ACCENT LIGHTING

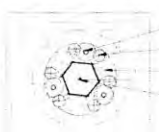
REFER TO ELECTRICAL PLANS FOR POWER SOURCE AND CIRCUITRY. RADCO & SESCO LANDSCAPE ACCENT LIGHTING SHALL BE ON SEPERATE CIRCUITS FROM HOLOPHANE & JEFFERSON STREET POLE FIXTURES. LOW VOLTAGE TRANSFORMER(S) FOR LANDSCAPE LIGHTING SHALL BE DIRECT BURY. ALL TRANSFORMER(S) SHALL BE PLACED IN SHRUB BEDS.

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.



LANDSCAPE PLAN



BOUNDARY OF THE PROJECT SCOPE

PLANT SCHEDULE INTENDENCIA

TREES	CODE	QTY	BOTANICAL NAME / COMMON NAME	CONT	CAL	SIZE
	VB		Ilex x 'Eclerr' / Eclerr Holly		3" DBH AT BASE	
	JBR	6	Juniperus chinensis 'Blue Point' / Blue Point Juniper	7 gal	Specimen	
	QV		Quercus virginiana / Southern Live Oak	FG	4" DBH	16 - 18' HT

SHRUBS	CODE	QTY	BOTANICAL NAME / COMMON NAME	CONT	SIZE	SPEC	SPACING
	AA	6	Abelia Edward Goucher 'Autumn Angel' TM / Autumn Angel Abelia	3 gal		4' FG OA	36" o.c.
	ITC1	12	Ilex vomitoria 'Schillings' / Schillings Dwarf Yaupon Holly	#7 POT			8' o.c.
	LIRI	24	Liriope muscari 'Big Blue' / Big Blue Lilyturf	1 gal	12" OA		12" o.c.

GROUND COVERS	CODE	QTY	BOTANICAL NAME / COMMON NAME	CONT	SIZE	SPAC	SPACING
	PR	12	Prunus x laurocerasus 'Mount Vernon' / Mount Vernon Dwarf Cherry Laurel	3' Pot	12" OA		12" o.c.
	TRJA	7	Trachelospermum jasminoides 'Summer Sunset' / Summer Sunset Asiatic Jasmine	1 gal		24" OC	24" o.c.

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

NOTE: CURB LINES AND HARDSCAPE LAYOUT PER CIVIL DOCUMENTS

SCALE: 1" = 20'

Jerry Pate Design

ISSUE DATE	DESCRIPTION
01.30.2018	#1
02.09.2018	#2
02.13.2018	#2
02.14.2018	#2
04.12.2018	#4
08.08.2018	#6
09.03.2018	#7

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

LIGHTING PLAN & LANDSCAPE PLAN

LS301

DATE 12/13/2017

GENERAL NOTES

1. All construction shall be in accordance with the plans and written notes. No substitutions shall be made without prior written approval by the landscape architect, Jerry Pate Design.
2. [illegible]
3. One Year Landscape Maintenance
[illegible]
4. [illegible]
5. [illegible]
6. [illegible]
7. [illegible]
8. [illegible]
9. [illegible]
10. [illegible]

PLANTING BED PREPARATION

1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]
6. [illegible]

UTILITY NOTES

1. [illegible]
2. [illegible]
3. [illegible]

365-DAY ESTABLISHMENT PERIOD MAINTENANCE PLAN

[illegible]

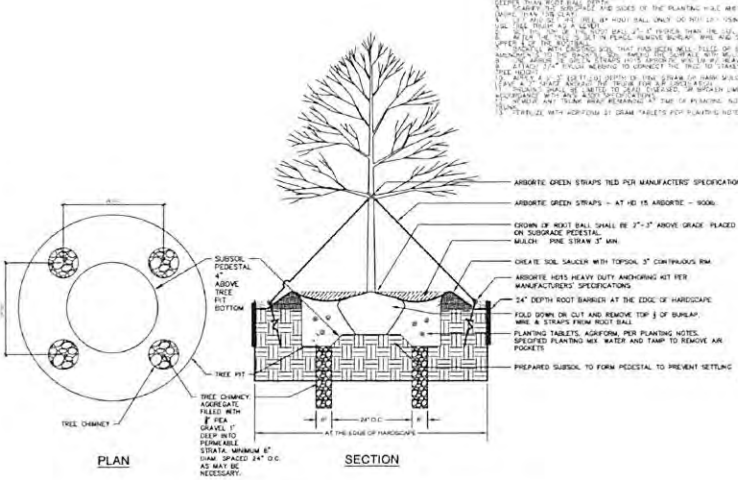
1. [illegible]
2. Fertilizer: [illegible]
3. Weeding / Edging
   a. Weeding: [illegible]
   b. Edging: [illegible]
4. Herbicides / Pesticides
   a. [illegible]
   b. [illegible]
   c. [illegible]
5. Pruning: [illegible]
6. Mulch
   a. [illegible]
   b. [illegible]
   c. [illegible]
7. Irrigation: [illegible]
8. Litter Pick-Up: [illegible]
9. Staking: [illegible]

PLANTING NOTES

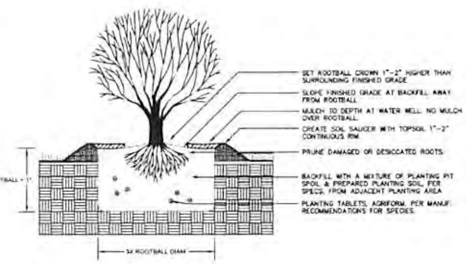
1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]
6. [illegible]
7. [illegible]
8. [illegible]
9. [illegible]
10. [illegible]
11. [illegible]
12. [illegible]
13. [illegible]
14. [illegible]
15. [illegible]
16. [illegible]
17. [illegible]
18. [illegible]

NOTES: TREE PLANTING DETAIL

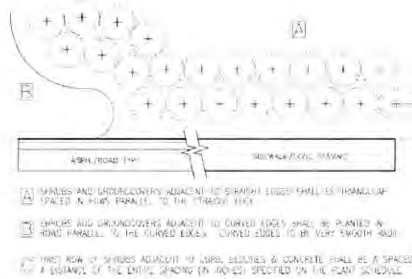
[illegible]



1 TYPICAL TREE PLANTING
NTS



2 TYPICAL SHRUB PLANTING - BARE ROOT
NTS

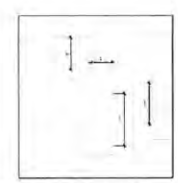


A SHRUBS AND GROUNDCOVERS ADJACENT TO STRAIGHT EDGES SHALL BE TRIANGULAR SPACED IN ROWS PARALLEL TO THE STRAIGHT EDGE

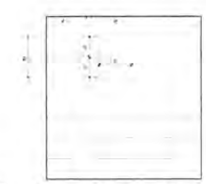
B SHRUBS AND GROUNDCOVERS ADJACENT TO CURVED EDGES SHALL BE PLANTED IN ROWS PARALLEL TO THE CURVED EDGES. CURVED EDGES TO BE VERY SMOOTH RADII

C FIRST ROW OF SHRUBS ADJACENT TO CURB, SIDEWALKS & CONCRETE SHALL BE A SPACED A DISTANCE OF THE ENTIRE SPACING (IN INCHES) SPECIFIED ON THE PLANT SCHEDULE

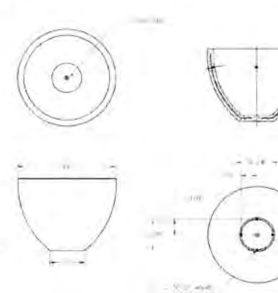
3 TYPICAL PLANT SPACING DIAGRAM
NTS



4 BELGARD OLD WORLD PAVER - GRANITE - RANDOM RUNNING BOND A
NTS



5 BELGARD OLD WORLD PAVER - GRANITE - RANDOM RUNNING BOND B
NTS



6 WAUSAU TF4122 PLANTER DETAIL
NTS
A25 BROWN

Jerry Pate Design

ISSUE DATE	DESCRIPTION
01.10.2018	R1
02.09.2018	R2
02.13.2018	R2
02.14.2018	R3
04.02.2018	R4
06.08.2018	R6
06.12.2018	R7

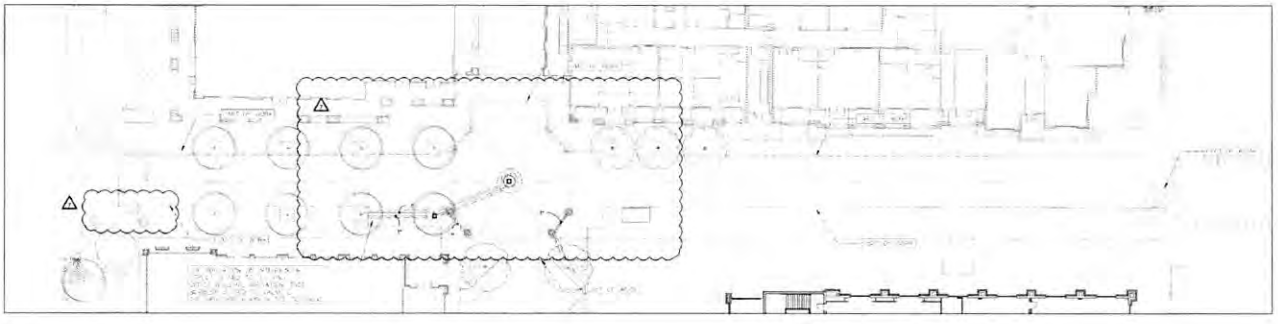
PNJ
INTENDENCIA STREET IMPROVEMENTS - PERMIT SET
PENSACOLA, FLORIDA
DEVELOPED BY DAILY CONVO, LLC

SHEET TITLE
LANDSCAPE DETAILS

SHEET NUMBER
LS401

DATE 12/13/2017

PERMITTING SET



BOUNDARY OF THE PROJECT SCOPE

IRRIGATION SCHEDULE

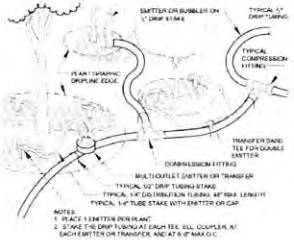
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	DETAIL
	Rain Bird 1800-1402 Riser Fixed flow rate (0.29-2.00GPM), full circle bubbler, 1/2" FIPT	2	30	

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Area to Receive Drip Emitters Rain Bird XB-PC Single Outlet, Pressure Compensating Drip Emitters. Flow rates of 0.5gal/hr/sec, 1.0gal/hr/sec, and 2.0gal/hr/sec. Comes with a self-piercing barb inlet x barb outlet.	103.0 s.f.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Irrigation Lateral Line: PVC Class 200 SDR 21 1"	186.6 L.F.
	Pipe Sleeve: PVC Schedule 40	72.4 l.f.

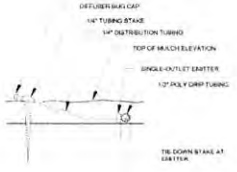
20 0 10 20
SCALE 1" = 20'

NOTE: CURB LINES AND HARDSCAPE LAYOUT PER CIVIL DOCUMENTS

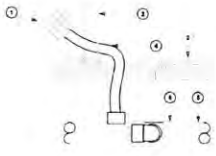


NOTES:
1. PLACE 1 EMITTER PER PLANT.
2. STAKE THE DRIP TUBING AT EACH TEE, ELL COUPLER, AT EACH EMITTER OR TRANSFER, AND AT 6'-0" MAX O.C.

1 TYPICAL DRIP TUBING
N.T.S.

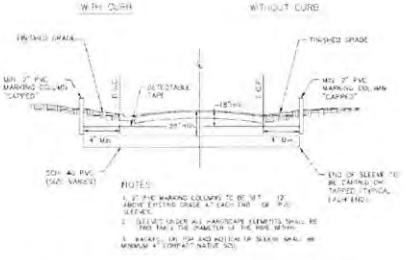


2 DRIP EMITTER AT 1/4" TUBING
3" = 1'-0"



1. FLOOD BUBBLER, RAINBIRD 1402
2. FINISH GRADE
3. LANDSCAPE STAPLE
4. FUNNY PIPE
5. LATERAL LINE PIPING
6. LATERAL LINE PIPE FITTING

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

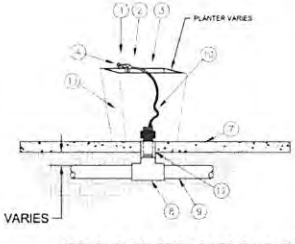


4 IRRIGATION SLEEVE
N.T.S.

IRRIGATION 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 sleeving 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, locates, 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 manufactures' 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.

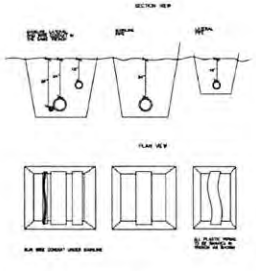
NOTES:
1 ELEMENT LOCATION ON DRAWINGS ARE SCHEMATIC SHOWING DESIGN INTENT. ENSURE 100% IRRIGATION COVERAGE AND LOCATE PIPE IN BEDS.
2 GALLONS PER MINUTE AND PSI SHALL BE VERIFIED BY THE CONTRACTOR. SHOULD ACTUAL GPM & PSI BE LESS THAN SPECIFIED ON IRRIGATION PLANS THE CONTRACTOR SHALL NOTIFY THE OWNER'S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



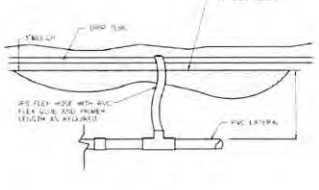
1. DIFFUSER BUG CAP
   RAIN BIRD DBC-025
2. UNIVERSAL ¼" TUBING STAKE
   RAIN BIRD TS-025
3. ¼" DISTRIBUTION TUBING
   RAIN BIRD XQ TUBING
   (LENGTH AS REQUIRED)
4. SINGLE OUTLET ½" FPT INLET X BARB OUTLET EMITTER
   RAIN BIRD XERI-BUG 1/2FPT EMITTER
5. PVC SCH 80 (NIPPLE)
   (LENGTH AS REQUIRED)
6. TOP OF MULCH
7. FINISH GRADE
8. PVC SCH 40 TEE OR ELL
9. PVC LATERAL PIPE
10. POLY FLEX PIPE SNAPLOC UP IN RAISED PLANTER. RAIN BIRD XQ DISTRIBUTION TUBING AS NEEDED PER SPECS
11. RAISED PLANTERS TO BE IRRIGATED, SHAPE VARIES
12. SCH 40 SLEEVE TO FINISHED GRADE

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

NOTE:
1. RAIN BIRD XERI-BUG ½" FPT X BARB EMITTERS ARE AVAILABLE IN THE FOLLOWING MODELS:
   XBT-10 1.0 GPH
   XBT-20 2.0 GPH



6 PIPE AND WIRE TRENCHING
N.T.S.



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

ELEMENT LOCATION ON DRAWINGS ARE SCHEMATIC SHOWING DESIGN INTENT. ENSURE 100% IRRIGATION COVERAGE AND LOCATE PIPE IN BEDS.

Jerry Pate Design

ISSUE DATE	DESCRIPTION
01.16.2018	INT
02.09.2018	#01
02.13.2018	#02
02.14.2018	#03
04.12.2018	#04
06.05.2018	#05
06.13.2018	#07

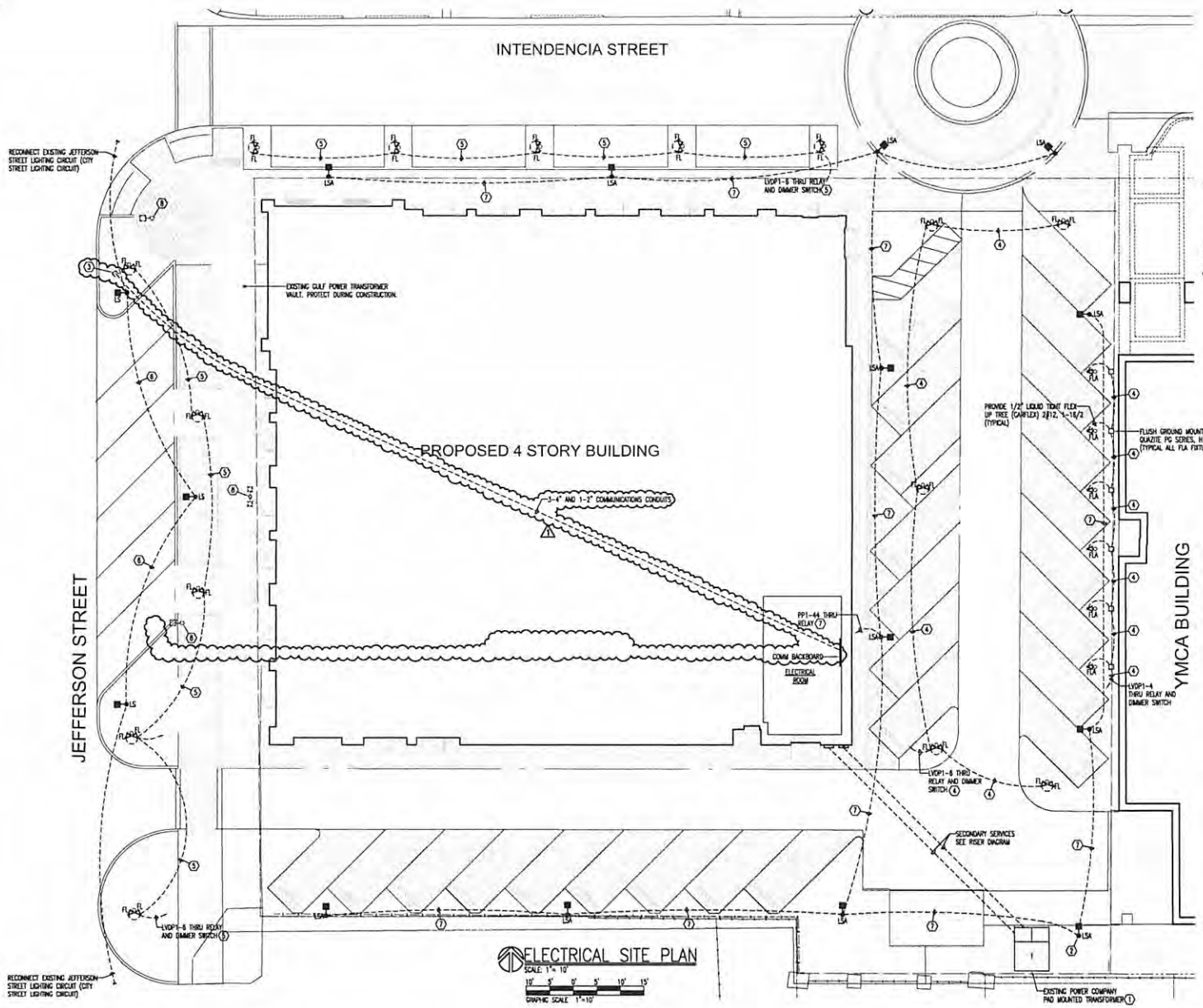
PNJ
INTENDENCIA STREET IMPROVEMENTS - PERMIT SET
PENSACOLA, FLORIDA
DEVELOPED BY DAILY CONVO, LLC

SHEET TITLE
IRRIGATION PLAN & IRRIGATION DETAILS

SHEET NUMBER
IR101

DATE 12/13/2017

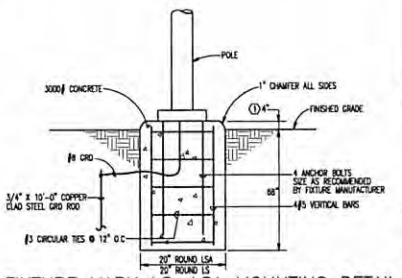
PERMITTING SET



ELECTRICAL SITE PLAN

SCALE: 1"= 10'

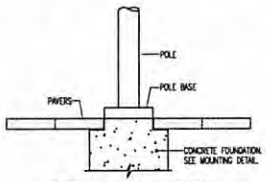
GRAPHIC SCALE 1"=10'



FIXTURE MARK LS, LSA MOUNTING DETAIL

NOT TO SCALE

(1) WHERE PAVERS ARE INDICATED ELIMINATE CHAMFER AND RUN PAVER UP TO POLE BASE. SEE DETAIL



DETAIL AT POLES SURROUNDED BY PAVERS

NOT TO SCALE

KEY NOTES

(1) EXISTING TRANSFORMER SERVES THE YMCA AND WILL SERVE THE PROPOSED NEW BUILDING. 4-4" CONDUIT HAVE BEEN STUBBED OUT OF THE TRANSFORMER FOR THE 4-STORY BUILDING UNDER THE YMCA CONTRACT.

(2) PRIOR TO PLACEMENT OF LSA FIXTURES FIELD LOCATE ALL EXISTING UTILITIES FINAL PLACEMENT/LOCATION SHALL BE VERIFIED IN THE FIELD WITH THE A/E.

(3) VERIFY STUB OUT LOCATION WITH COMMUNICATIONS UTILITY COMPANIES (COX CABLE, AT&T AND SOUTHERN LIGHT)

(4) 2#12 (120V) 1#12 GRD, 1-16/2 (0-10V) 3/4"C

(5) 2#12 (120V) 1#12 GRD, 1-16/2 (0-10V) 3/4"C

(6) 2#8, 1#8 GRD, 1"C

(7) 2#8, 1#10 GRD, 1"C

(8) EXISTING LS FIXTURE TO BE RELOCATED. REWORK EXISTING CIRCUIT. NOTE: CONTRACTOR SHALL MAKE PROVISIONS FOR CONTINUITY OF EXISTING STREET LIGHTING CIRCUIT DURING CONSTRUCTION TO MAINTAIN SERVICE TO EXISTING STREET LIGHTS.

GENERAL NOTE

SEE CIVIL DRAWINGS FOR NEW AND EXISTING UTILITIES. COORDINATE ALL WORK.

KLOCKE & ASSOCIATES, INC.
-Consulting Engineers-
401 E. Chase Street, Suite 101, Pensacola, Florida 32502, (850) 434-0989
C.A. #2895 JOHN L. KLOCKE, JR., P.E. #24338

baydesign
ARCHITECTURE
architecture + sustainability
720 bayfront parkway
suite 200
pensacola, fl 32502
t: 850.432.0706
f: 850.433.0508
baydesign.com

SEAL

bay design
associates architects, pl
florida certificate of authorization AA0003697

PROJECT: PNJ Office Building
Pensacola, FL

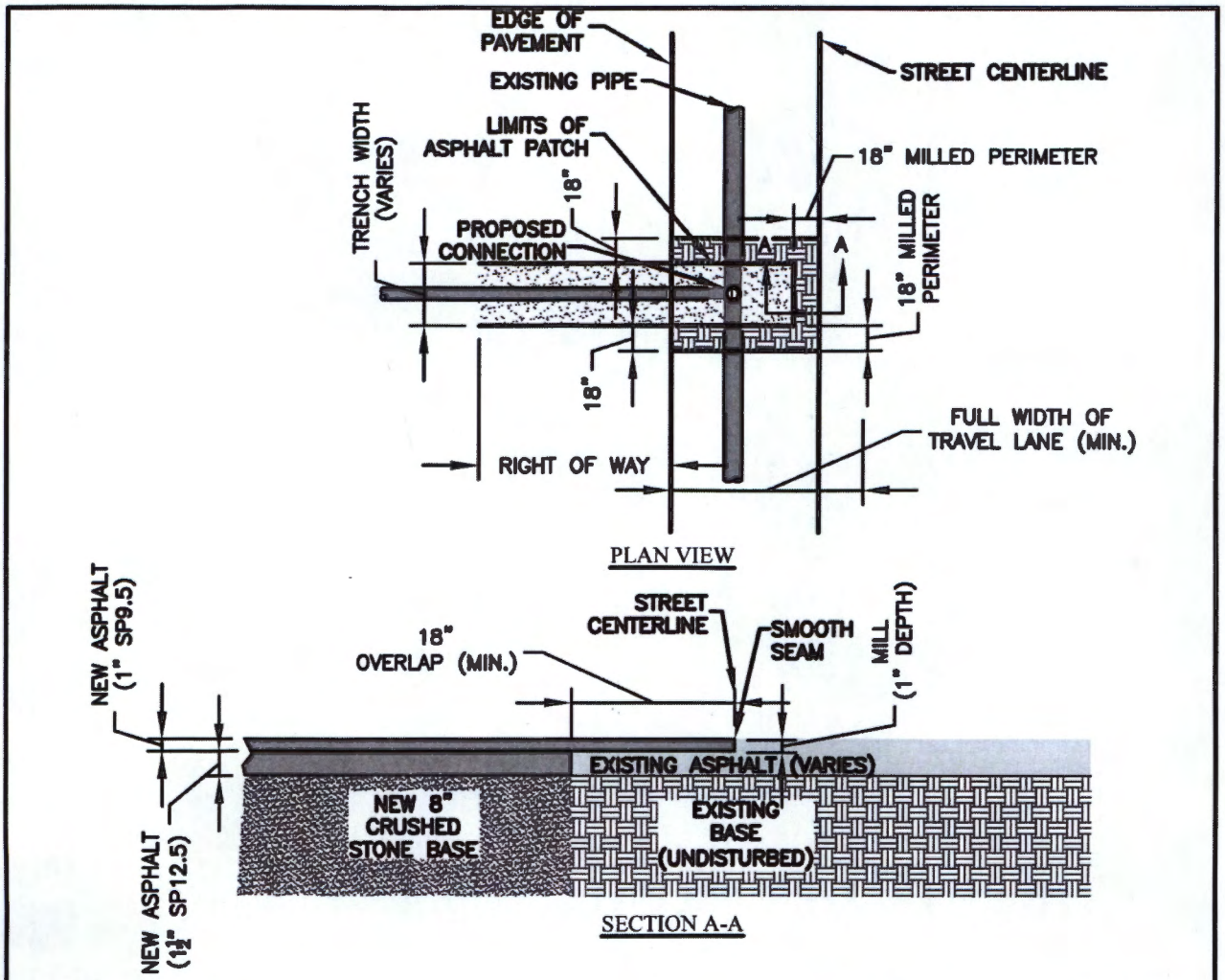
SHEET TITLE: ELECTRICAL SITE PLAN

PROJECT NO: 2626
FILE NO.
DATE: 09.09.2016
REVISION:
1 10/13/16

SHEET
E007

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

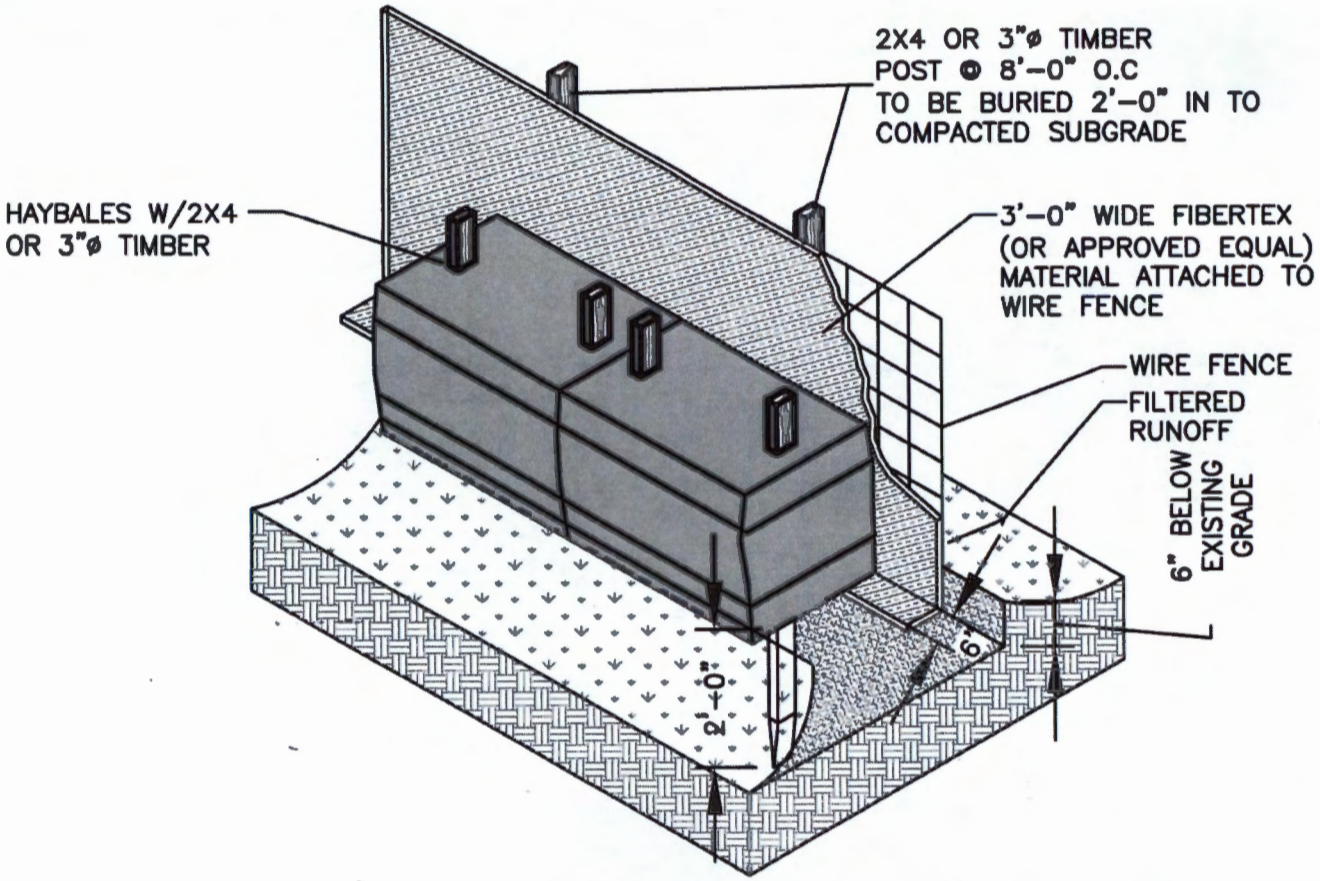
CUT AND PATCH OF CITY STREETS

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 32502-0062
CITY HALL
(850)436-5600

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 2019

101 E ROMANA

SOUTHTOWNE
CORNER ART INSTALLATIONS

City of Pensacola
ENGINEERING AND CONSTRUCTION SERVICES
PENSACOLA
[X] APPROVED
[ ] APPROVED WITH CONDITIONS
[ ] REVISE AND/OR RESUBMIT
[ ] DISAPPROVED
4/12/19 (Date) — City Engineer
*See conditions attached.
**Review comments have been sent to Civil Engineer and a copy is attached herewith.

CITY OF PENSACOLA INSPECTIONS DEPT.
REVIEWED FOR COMPLIANCE
THIS APPROVED SET TO REMAIN ON THE JOB SITE DURING ALL CONSTRUCTION
PERMIT # 19-04-0335
DATE 4-19-19
INSPECTOR R Lovett
ISSUANCE OF THIS PERMIT WILL NOT PREVENT THE CORRECTION OF ERRORS IN PLANS, CONSTRUCTION, OR VIOLATIONS OF CODES.

PROJECT TEAM

ARCHITECT
CALDWELL ASSOCIATES ARCHITECTS, INC
H. MILLER CALDWELL, JR., RA
116 NORTH TARRAGONA STREET
PENSACOLA, FLORIDA 32501
(850) 439-5576 phone
(850) 438-8537 fax

STRUCTURAL
JOE DEREUIL ASSOCIATES, LLC
JOE DEREUIL, PE
301 WEST CERVANTES STREET
PENSACOLA, FLORIDA 32502
(850) 429-1951 phone

LANDSCAPING
JERRY PATE DESIGN
STEVE DANA
301 SCHUBERT DRIVE
PENSACOLA, FLORIDA 32504
(850) 393-4653 phone

INDEX OF DRAWINGS

SHEET NO.	SHEET NAME	SUBMITTAL DATE
GENERAL		
G001	COVER SHEET	02/07/19
G002	CONCRETE NOTES	02/07/19
ARCHITECTURAL		
A001	3D VIEW - SOUTHWEST CORNER	02/07/19
A100	SOUTHWEST CORNER PLAN	02/07/19
A100R	SOUTHWEST CORNER PLAN - REVISION 1	02/07/19
A101	PLATFORM SECTIONS & DETAILS	02/07/19
A102	BENCH ELEVATION & DETAILS	02/07/19
LANDSCAPING		
L100	LAYOUT PLAN	02/07/19
L101	LANDSCAPE PLAN	02/07/19
L102	IRRIGATION PLAN	02/07/19

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 INDEPENDANT 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.

RECEIVED APR 04 2019

CALDWELL ASSOCIATES | ARCHITECTS
116 N TARRAGONA STREET, PENSACOLA, FL 32502
(850) 432 9500 | CALDWELL-ASSOC.COM
License No: AA0000731 | License No: IB0000215

PROJECT ISSUES:
CONSTRUCTION DOCUMENTS 12.07.2018
PERMIT SET 02.07.2019

PROJECT TEAM:
CIVIL
Owner Provided
LANDSCAPING
Jerry Pate Design
STRUCTURAL
Joe DeRaull 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:
COVER SHEET

SHEET NUMBER:
G001

PERMIT SET

© 2014 CALDWELL ASSOCIATES ARCHITECTS, INC

DO NOT SCALE DRAWINGS

3.00 REINFORCED CONCRETE

3.01 ALL CONCRETE WORK SHALL CONFORM TO ACI 301-10, 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 SPECIFICALLY 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.

3.06 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 SPECIFICALLY 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 303.1 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 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 (ASI 117M).

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 INCLINED SURFACES STEEPER THAN 1.5 H: HRIZONTAL TO 1 VERTICAL.
1. INSTALL KEYWAYS, REGLETS, RECESSES, 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 UNITS TO SUPPORT SCREED STRIPS; USE STRIKE-OFF TEMPLATES OR COMPACTING-TYPE SCREEDS.

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, REGLETS, BLOCKING, SCREEDS, 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, SAWDUST, 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 306.1 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 TIE HOLES AND DEFECTS REPAIRED AND PATCHED. REMOVE FINS 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 TIE HOLES AND DEFECTS. REMOVE FINS 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 DRY 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, FINS 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-TIE VOIDS WITH PATCHING MORTAR OR CONE PLUGS 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 MIXTURE AND 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 FINISH 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, CRAZING 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 80 DEG F (27 DEG C) AND ABOVE, AND ONE TEST FOR EACH COMPOSITE SAMPLE.
5. COMPRESSION TEST SPECIMENS: ASTM C 31/C 31M.
   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 TESTED 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 STRENGTHS, 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 REPLACED 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.

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PROJECT ISSUES:
CONSTRUCTION DOCUMENTS 12.07.2018
PERMIT SET 02.07.2019

PROJECT TEAM:
CIVIL
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STRUCTURAL
Joe DeReuil Associates
ARCHITECTURAL
Caldwell Associates
ELECTRICAL
Owner Provided

PROJECT:
SOUTH TOWNE ART INSTALLATION

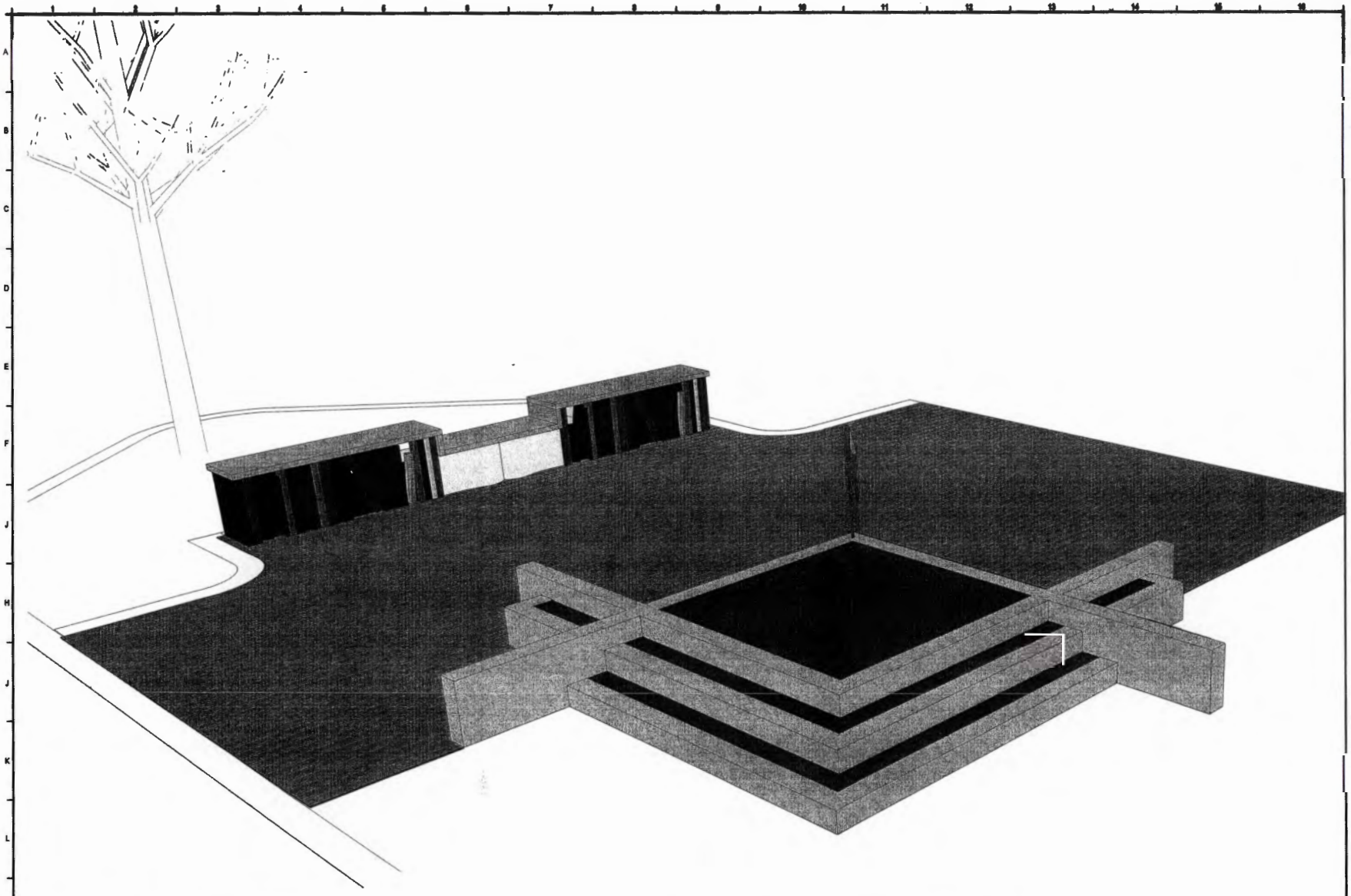
101 EAST ROMANA ST.
PENSACOLA, FL

BRADLEY J. BOWMAN LICENSE No 71828 STATE OF FLORIDA PROFESSIONAL ENGINEER
7/16/19
PE CA #: 9515
STRUCTURAL ONLY

PROJECT NO.: 18009
SHEET TITLE:
CONCRETE NOTES

SHEET NUMBER:
G002

PERMIT SET



1 A001 **3D VIEW SOUTHWEST CORNER**

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

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PROJECT ISSUES:

CONSTRUCTION	12.07.2016
DOCUMENTATION	
PERMIT SET	02.07.2016

PROJECT TEAM:

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ARCHITECT SEAL

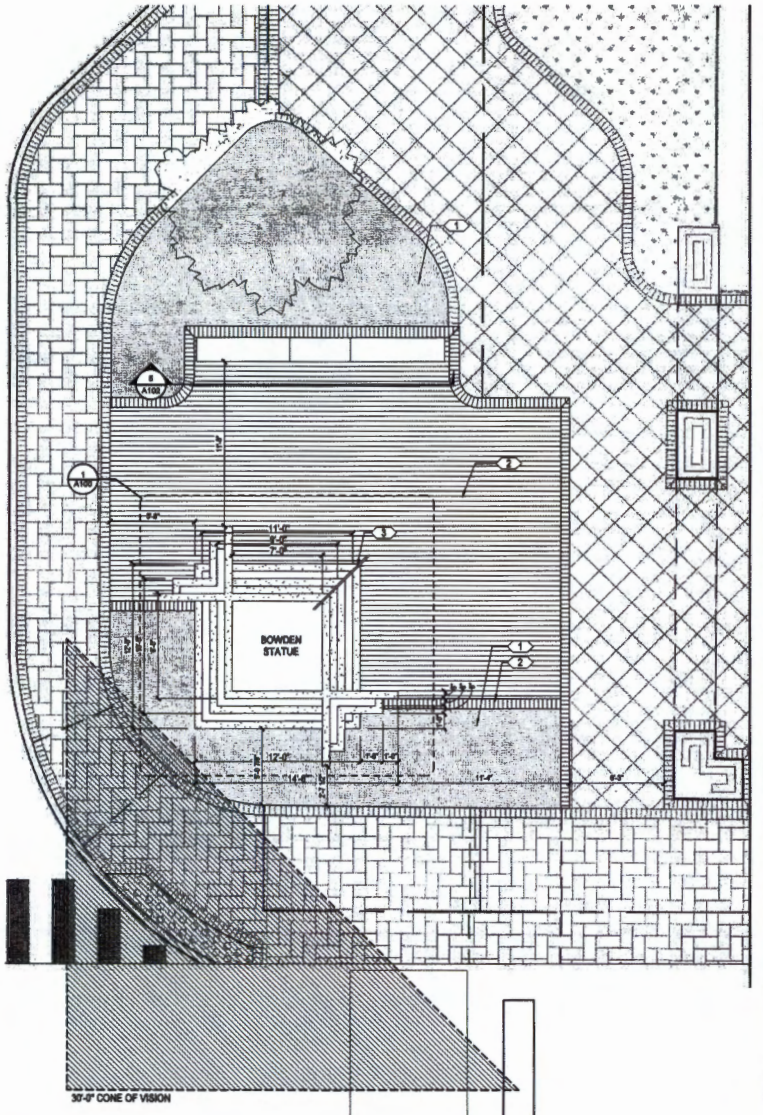
H. MILLER CALDWELL, JR.
AR 7462

PROJECT NO.: 16009

SHEET TITLE:
3D VIEW - SOUTHWEST CORNER

SHEET NUMBER:
A001

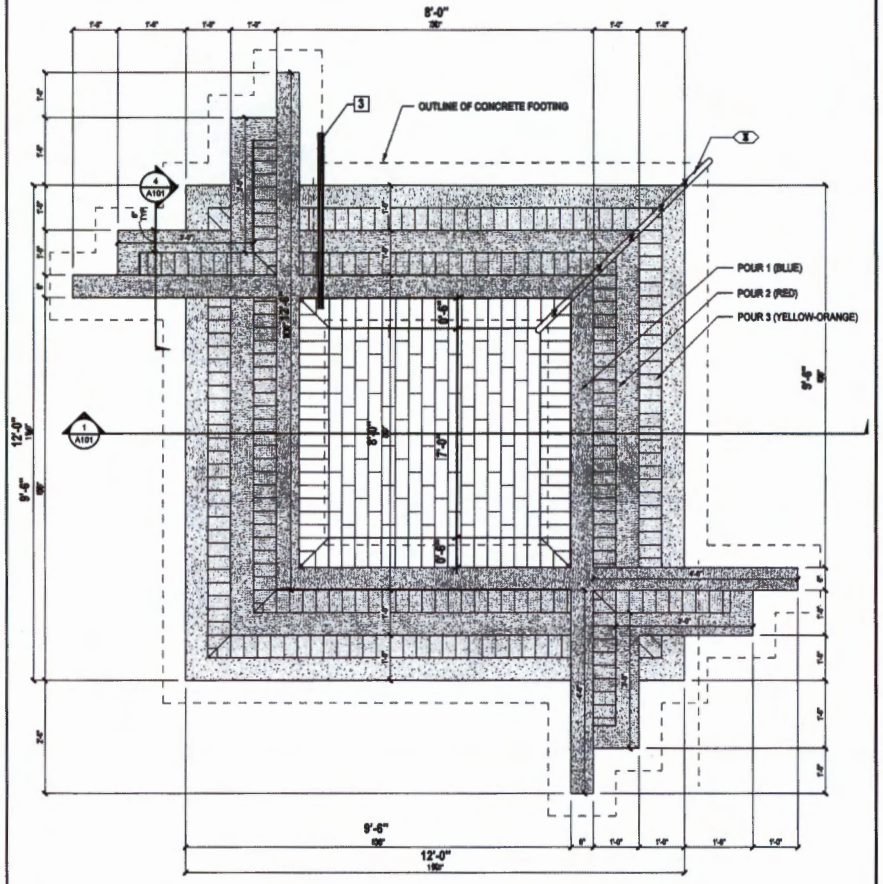
PERMIT SET



2 SOUTHWEST CORNER - JEFFERSON & INTENDENCIA
A100 1/4" = 1'-0"

KEYNOTES

1 LANDSCAPED AREA; SEE LANDSCAPING DRAWINGS
2 HARDSCAPE; SEE LANDSCAPING DRAWINGS
3 POWDER-COATED DECORATIVE METAL HANDRAIL. COLOR TO BE SELECTED BY ARCHITECT



1 PLATFORM ENLARGED PLAN
A100 A100 3/4" = 1'-0"

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PROJECT ISSUES:
CONSTRUCTION DOCUMENTS 12.07.2018
PERMIT SET 02.07.2019

181227
REVISION #1

PROJECT TEAM:
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Jerry Pate Design
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Caldwell Associates
ELECTRICAL
Owner Provided

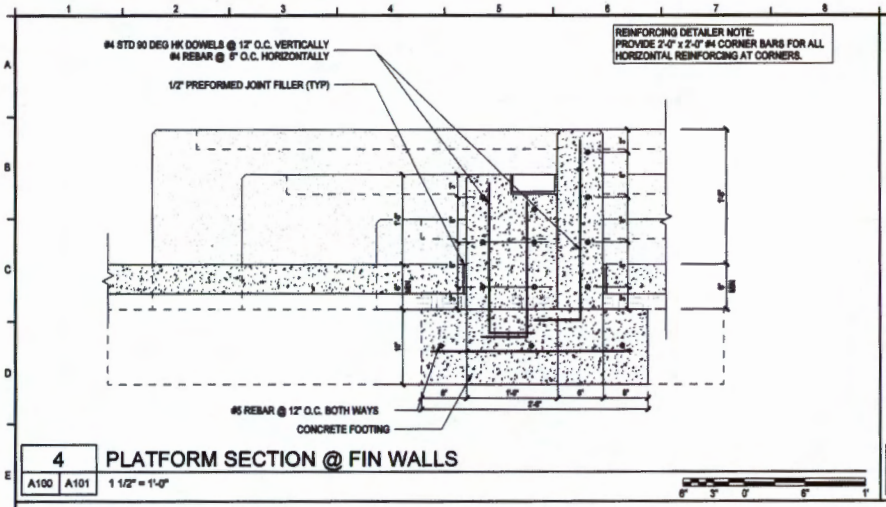
PROJECT:
SOUTH TOWNE ART INSTALLATION

101 EAST ROMANA ST. PENSACOLA, FL

ARCHITECT'S SEAL
H. MILLER CALDWELL, JR
AR 7462

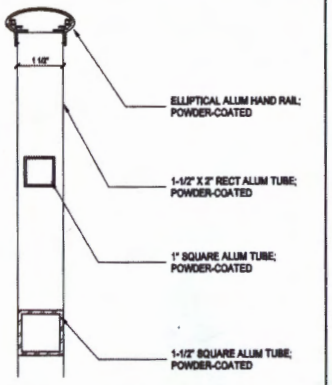
PROJECT NO. : 18009
SHEET TITLE:
SOUTHWEST CORNER PLAN

SHEET NUMBER:
A100
PERMIT SET

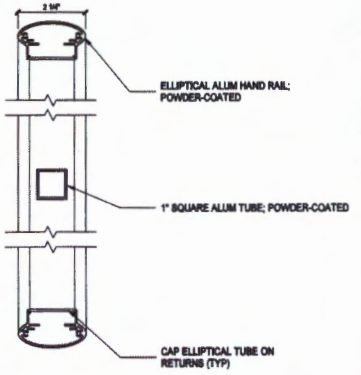


REINFORCING DETAILER NOTE:
PROVIDE 2'-0" x 2'-0" #4 CORNER BARS FOR ALL HORIZONTAL REINFORCING AT CORNERS.

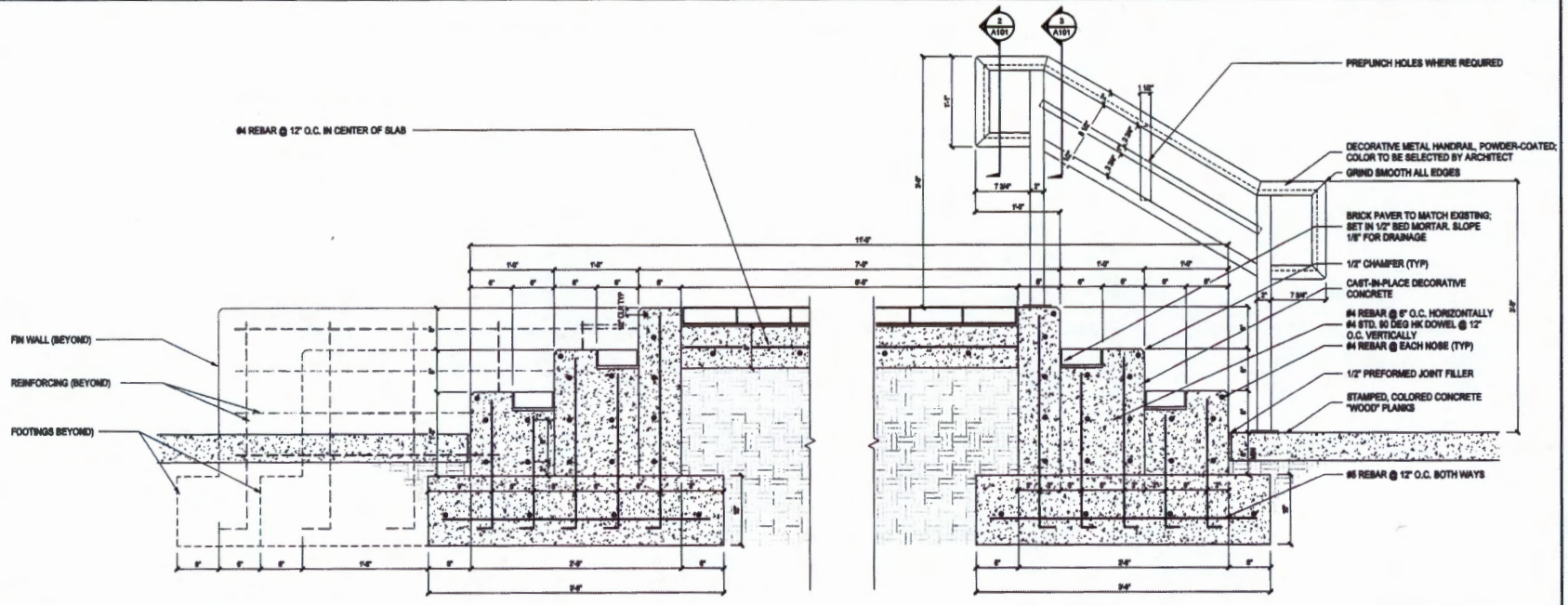
4 PLATFORM SECTION @ FIN WALLS
A100 | A101 — 1 1/2" = 1'-0"



3 HANDRAIL DETAIL
A101 | A101 — 6" = 1'-0"



2 HANDRAIL DETAIL
A101 | A101 — 6" = 1'-0"



1 PLATFORM SECTION
A100 | A101 — 1 1/2" = 1'-0"

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114 N TARRAGONA STREET, PENSACOLA, FL 32502
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License No: AA26000731 | License No: IB0000216

PROJECT ISSUES:

CONSTRUCTION DOCUMENTS	12.07.2018
PERMIT SET	02.07.2019

PROJECT TEAM:

CIVIL
Owner Provided
LANDSCAPING
Jerry Pate Design
STRUCTURAL
Joe DeReuil Associates
ARCHITECTURAL
Caldwell Associates
ELECTRICAL
Owner Provided

PROJECT:
SOUTH TOWNE ART INSTALLATION

101 EAST ROMANA ST. PENSACOLA, FL

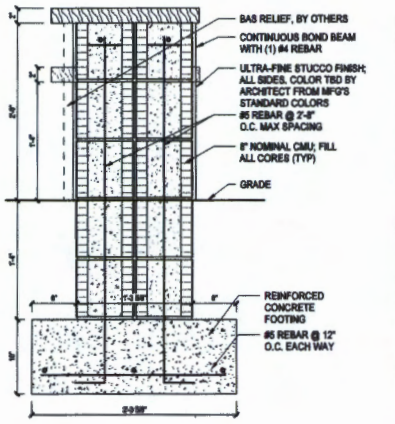
ARCHITECT'S SEAL :

9/16/19
NOT VALID WITHOUT SIGNATURE AND ORIGINAL SEAL

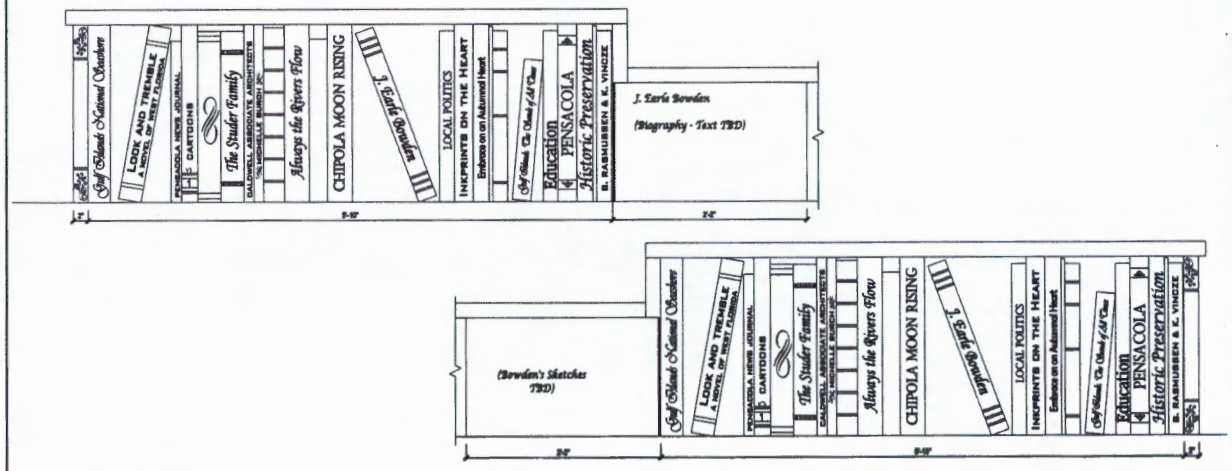
PROJECT NO. : 18009
SHEET TITLE:
PLATFORM SECTIONS & DETAILS

SHEET NUMBER:
A101

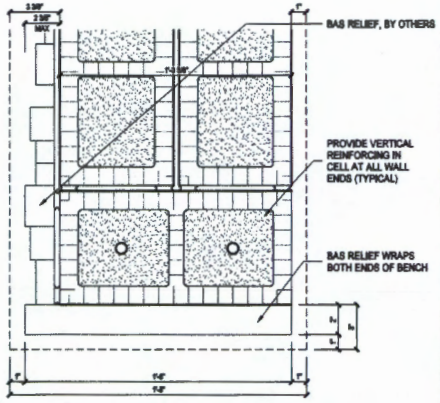
PERMIT SET



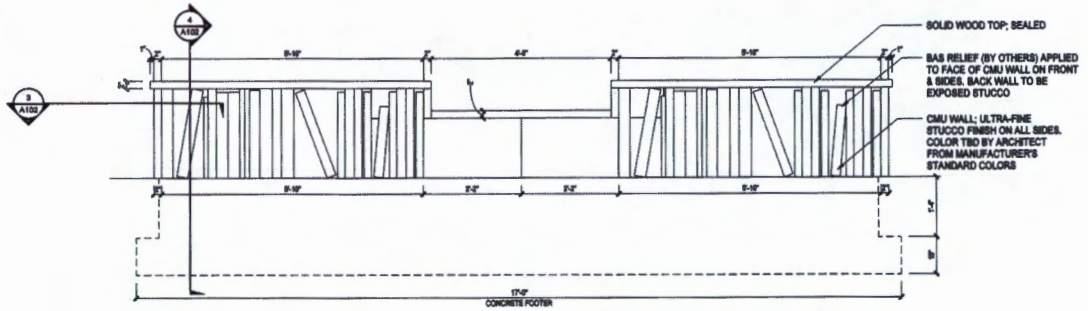
4 BENCH SECTION
A102 | A102 — 1 1/2" = 1'-0"



2 BAS RELIEF DETAILS
A100 | A102 — 1 1/2" = 1'-0"



3 BENCH DETAIL
A102 | A102 — 3" = 1'-0"



1 BENCH ELEVATION
A100 | A102 — 3/4" = 1'-0"

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PROJECT ISSUES:

CONSTRUCTION DOCUMENTS	12.07.2016
PERMIT SET	02.07.2018

PROJECT TEAM:

CIVIL
Owner Provided
LANDSCAPING
Jerry Pate Design
STRUCTURAL
Joe DeReuil Associates
ARCHITECTURAL
Caldwell Associates
ELECTRICAL
Owner Provided

PROJECT:
SOUTH TOWNE ART INSTALLATION

101 EAST ROMANA ST. PENSACOLA, FL

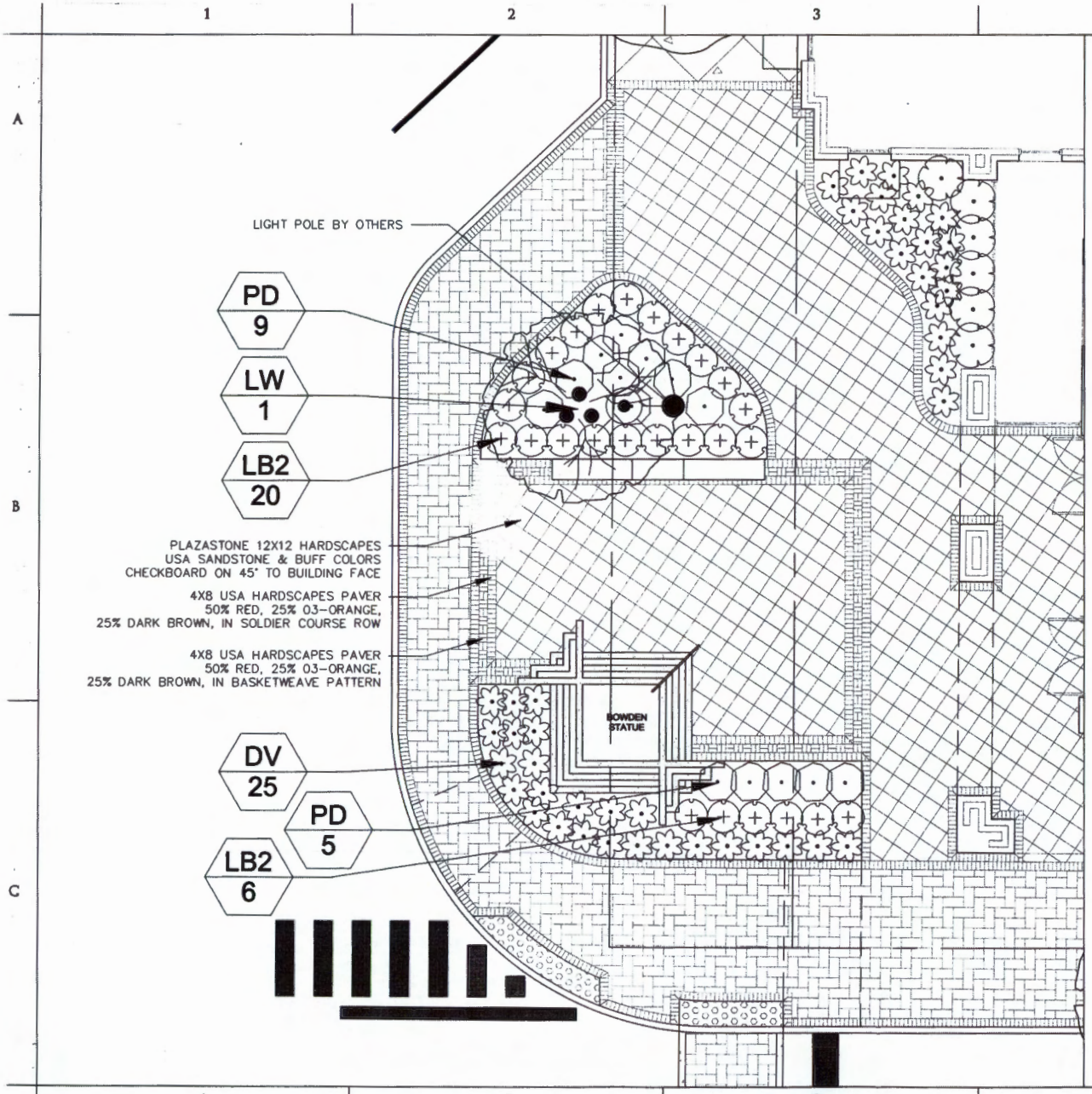
ARCHITECT'S SEAL

H. MILLER CALDWELL, JR
AR 7462

PROJECT NO. : 18009
SHEET TITLE:
BENCH ELEVATION & DETAILS

SHEET NUMBER:
A102

PERMIT SET



PLANT SCHEDULE JEFFERSON CORNER

TREES	CODE	QTY	BOTANICAL NAME / COMMON NAME	CONT	CAL	SIZE
	LW	1	Lagerstroemia x 'Natchez' / White Crape Myrtle Multi-Trunk	FB	Varies	12-16' HT

SHRUBS	CODE	QTY	BOTANICAL NAME / COMMON NAME	CONT	SIZE	SPEC	SPACING
	DV	25	Dianella tasmanica 'Variegata' / Variegated Flax Lily	3 gal	15" OA	Full Pot	30" o.c.
	LB2	26	Lomandra longifolia 'Breeze' / Breeze Grass	3 gal	15" OA	Full Pot	30" o.c.
	PD	14	Podocarpus macrophyllus 'Dwarf Pringles' / Dwarf Podocarpus	3 gal	36" OA	Full Pot	36" o.c.

Jerry Pate Design
301 SCHUBERT DRIVE · PENSACOLA, FL 32504
850-479-1633 · WWW.JERRYPATEDESIGN.COM

SOUTHTOWNE CORNER ART INSTALLATIONS
PENSACOLA, FL

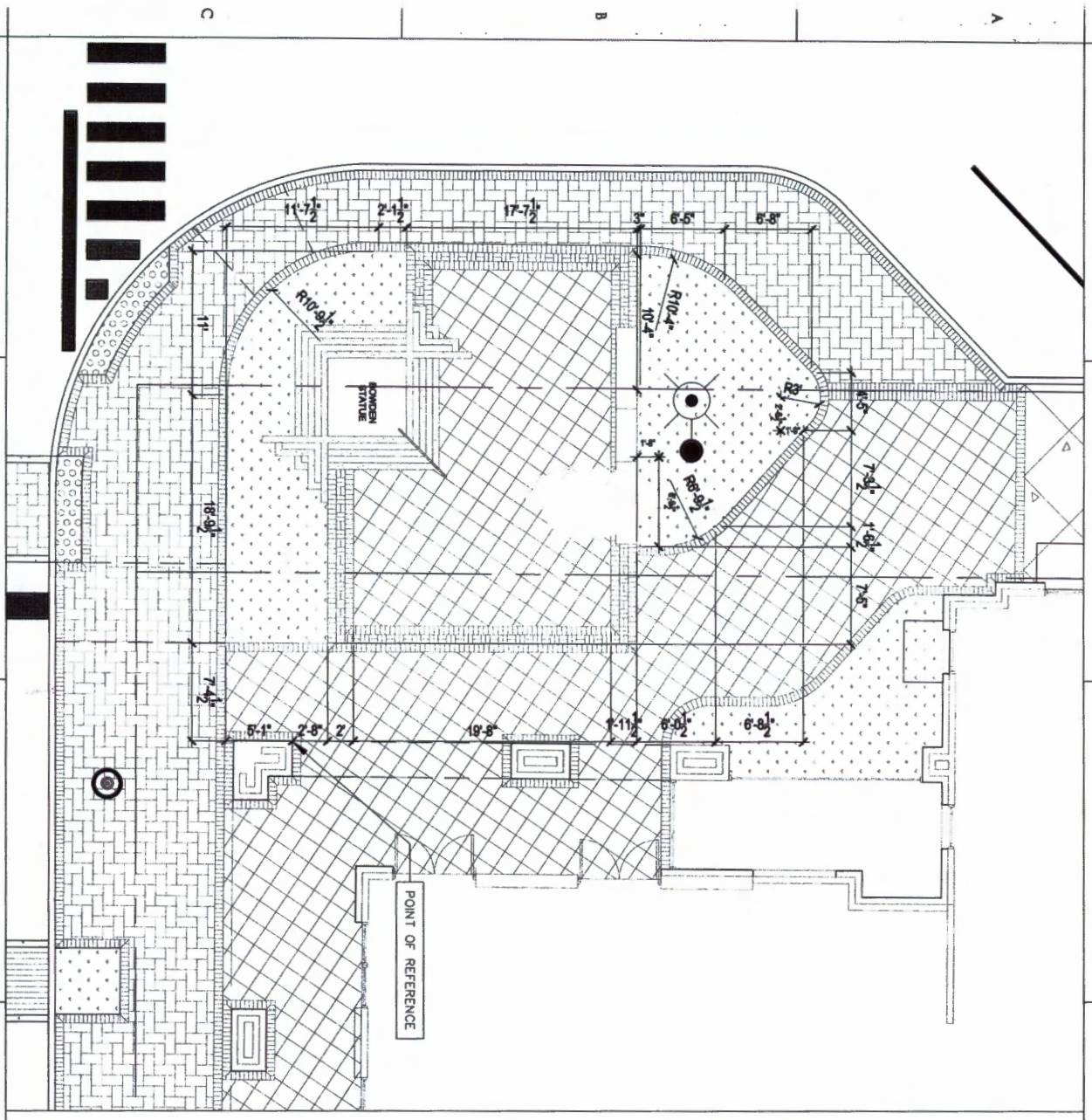
LANDSCAPE PLAN

REGISTERED LANDSCAPE ARCHITECT
JERRY PATE
LA0667390
STATE OF FLORIDA

DATE	REVISIONS

PROJECT NUMBER
16040
SCALE
1/4"=1'
DATE
03/07/2019
SHEET NO.
LS101

PERMIT SET



LS201

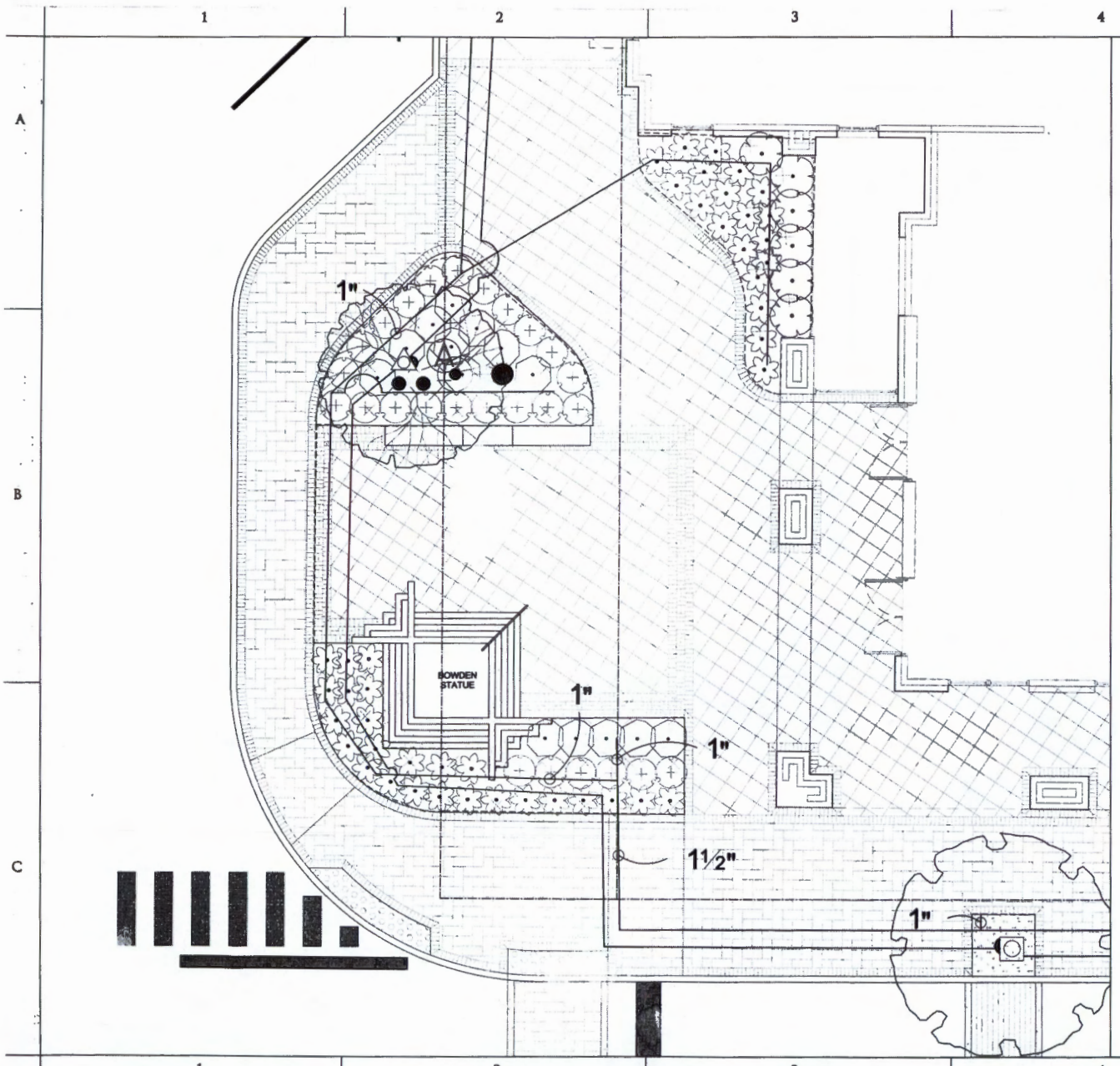
SOUTHTOWNE CORNER ART INSTALLATIONS
PENSACOLA, FL

LAYOUT PLAN

SCALE: 1"=1'

Jerry Pate Design
301 SCHUBERT DRIVE - PENSACOLA, FL 32504
850-479-4633 WWW.JERRYPATEDESIGN.COM

PERMIT SET



IRRIGATION SCHEDULE JEFFERSON CORNER

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	DETAIL
	Rain Bird 1800-1400 Fixed Fixed flow rate (0.35-2.0GPM), full circle bubbler, 1/2" FIPT.	1	30	

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird ARV050 1/2" 1/2" Air Relief Valve, made of quality rust-proof materials, with a 6.0" drip valve box (SIEB 7X9 emitter box). Use with installation below soil. The valve will allow air to escape the pipeline, thus preventing water hammer or blockage.	1
	Area to Receive Drip Emitters Rain Bird XB-PC Single Outlet, Pressure Compensating Drip Emitters. Flow rates of 0.6gph=blue, 1.0gph=black, and 2.0gph=red. Comes with a self-piercing barb inlet x barb outlet.	670.8 s.f.

SYMBOL	MANUFACTURER/MODEL
	Irrigation Lateral Line: PVC Class 200 SDR 21 1"
	Irrigation Lateral Line: PVC Class 200 SDR 21 1 1/2"
	Valve Detail Valve Number Valve Flow Valve Size

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

Jerry Pate Design
311 SCHUBERT DRIVE · PENSACOLA, FL 32504
850-473-9623 www.JERRYPATEDESIGN.COM

NORTH

SCALE: 1"=1'

SOUTHTOWNE CORNER ART INSTALLATIONS
PENSACOLA, FL

IRRIGATION PLAN

REGISTERED LANDSCAPE ARCHITECT
STATE OF FLORIDA

DATE	REVISIONS

PROJECT NUMBER: 16040
SCALE: 1/4"=1'
DATE: 03/07/2019
SHEET NO.: IR101

PERMIT SET

SOUTHTOWNE
CORNER ART INSTALLATIONS

CITY OF PENSACOLA INSPECTIONS DEPT
REVIEWED FOR COMPLIANCE
THIS APPROVED SET OF PLANS AND SPECS ARE TO REMAIN ON THE JOB SITE DURING ALL CONSTRUCTION
PERMIT # 19-BR-03315
DATE 6-18-19
INSPECTOR
ISSUANCE OF PERMIT SHALL NOT PREVENT THE [illegible] OF ERRORS IN PLANS [illegible] VIOLATIONS OF CODES.

PROJECT TEAM

ARCHITECT
CALDWELL ASSOCIATES ARCHITECTS, INC
H. MILLER CALDWELL, JR., RA
116 NORTH TARRAGONA STREET
PENSACOLA, FLORIDA 32501
(850) 439-6576 phone
(850) 438-6537 fax

STRUCTURAL
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JOE DEREUIL, PE
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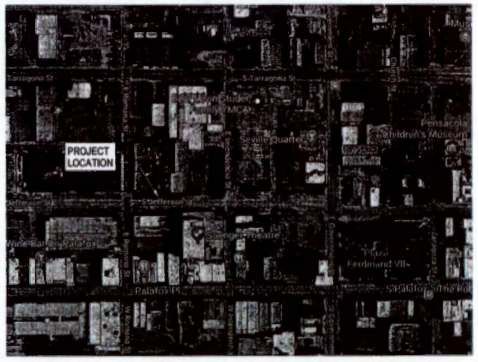
PENSACOLA, FLORIDA 32502
(850) 429-1961 phone

LANDSCAPING
JERRY PATE DESIGN
STEVE DANA
301 SCHUBERT DRIVE
PENSACOLA, FLORIDA 32504
(850) 393-4653 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	3D 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 INDEPENDANT 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
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(850) 432 1500 | CALDWELL-ASSOC.COM
License Nos: AA26000721 | License Nos: B00000729

PROJECT ISSUES:

CONSTRUCTION DOCUMENTS	12.07.2018
REVISION 1	12.27.2018
PRICING SET	12.27.2018
PERMIT SET	02.07.2019
REVISION 2	05.21.2019
REVISION 3	06.17.2019

PROJECT TEAM:

CIVIL
Owner Provided
LANDSCAPING
Jerry Pate Design
STRUCTURAL
Joe DeReuil 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:
COVER SHEET

SHEET NUMBER:
G001R3

PERMIT SET

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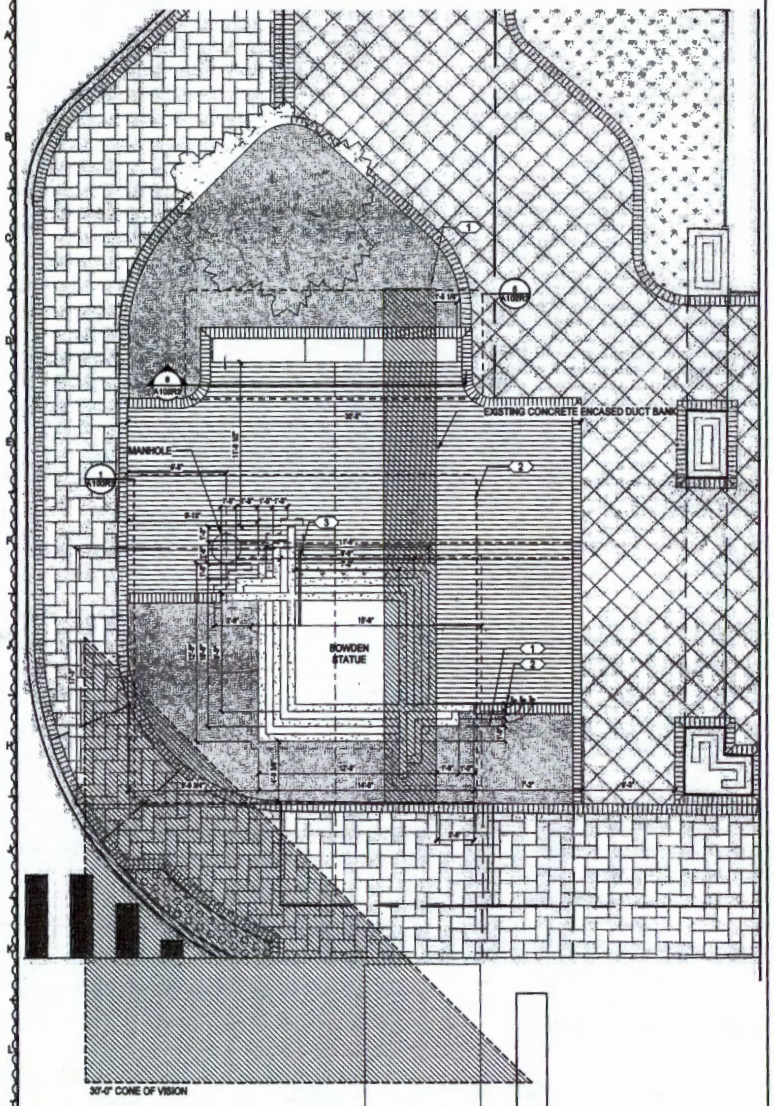
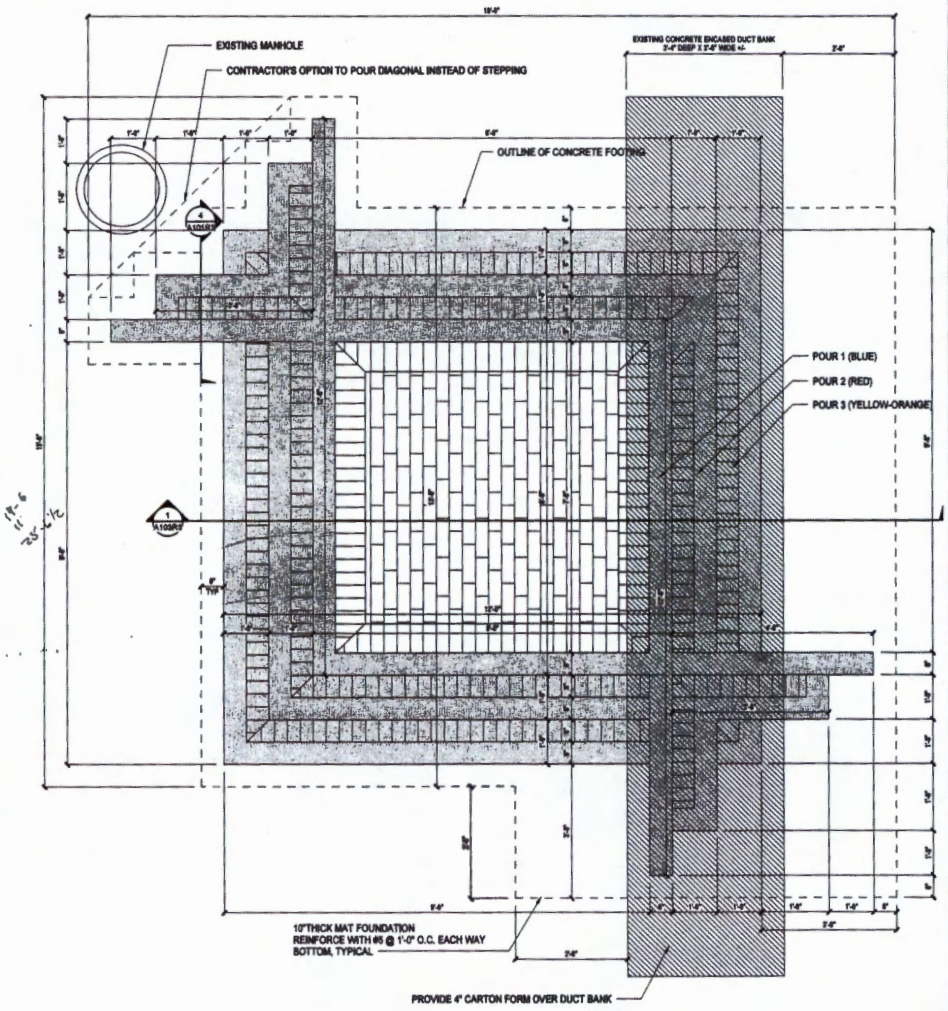


2 SOUTHWEST CORNER - JEFFERSON & INTENDENCIA
A100R3 1/4" = 1'-0"

KEYNOTES

1 LANDSCAPED AREA; SEE LANDSCAPING DRAWINGS
2 HARDSCAPE; SEE LANDSCAPING DRAWINGS
3 POWDER-COATED DECORATIVE METAL HANDRAIL. COLOR TO BE SELECTED BY ARCHITECT



1 PLATFORM ENLARGED PLAN
A100R3/A100R3 3/4" = 1'-0"

CALDWELL ASSOCIATES | ARCHITECTS
114 N TARRAGONA STREET, PENSACOLA, FL 32502
(850) 432 1600 | CALDWELL-ASSOC.COM
License No: AA26000721 | License No: IB0000016

PROJECT ISSUES:

CONSTRUCTION DOCUMENTS	12.07.2018
REVISION 1	12.27.2018
PRICING SET	12.27.2018
PERMIT SET	02.07.2019
REVISION 2	05.21.2019
REVISION 3	06.17.2019

Revision 3 06.17.19

BRADLEY J. DOWNEN LICENSE No 71823 STATE OF FLORIDA PROFESSIONAL ENGINEER
STRUCTURAL ONLY

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

PROJECT:
SOUTH TOWNE ART INSTALLATION

101 EAST ROMANA ST.
PENSACOLA, FL

ARCHITECT'S SEAL
6-18-19
H. MILLER CALDWELL, JR
AR 7462

PROJECT NO. : 18009
SHEET TITLE:
SOUTHWEST CORNER PLAN

SHEET NUMBER:
A100R3

PERMIT SET

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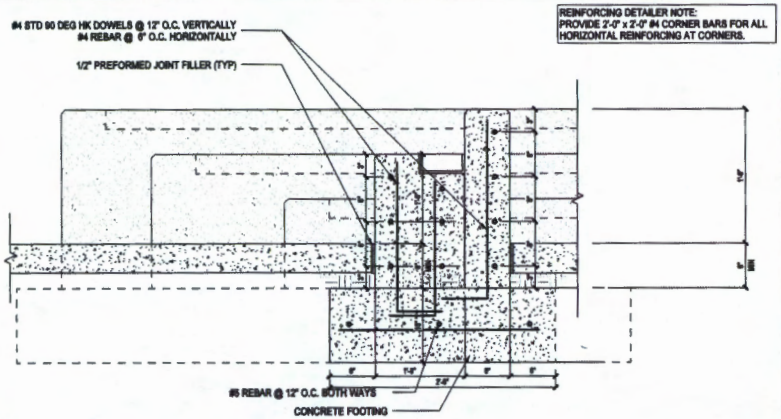
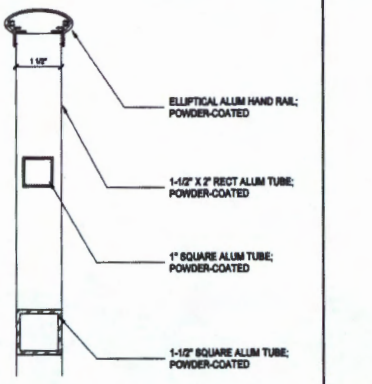
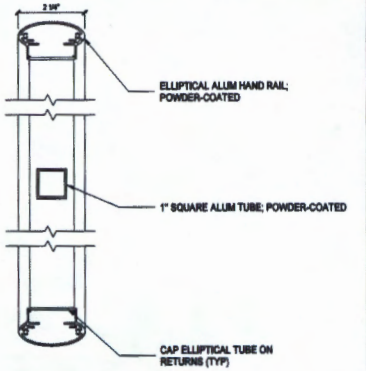


4 PLATFORM SECTION @ FIN WALLS
A100R3/A101R3 1 1/2" = 1'-0"



3 HANDRAIL DETAIL
A103R3/A101R3 6" = 1'-0"



2 HANDRAIL DETAIL
A103R3/A101R3 6" = 1'-0"

DETAIL 1 MOVED TO A103R3 TO SHOW EXISTING DUCT BANK CONDITONS

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PROJECT ISSUES:

CONSTRUCTION DOCUMENTS	12.07.2018
REVISION 1	12.27.2018
PRICING SET	12.27.2018
PERMIT SET	02.07.2019
REVISION 2	05.21.2019
REVISION 3	06.17.2019

3 Revision 3 06.17.19

BRADLEY J. BOWMAN LICENSE No 71826 STATE OF FLORIDA PROFESSIONAL ENGINEER
STRUCTURAL ONLY

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

PROJECT:
SOUTH TOWNE ART INSTALLATION

101 EAST ROMANA ST. PENSACOLA, FL

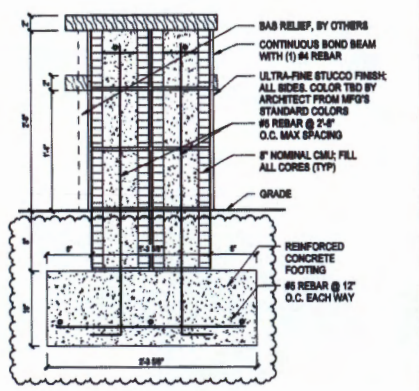
ARCHITECT'S SEAL

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

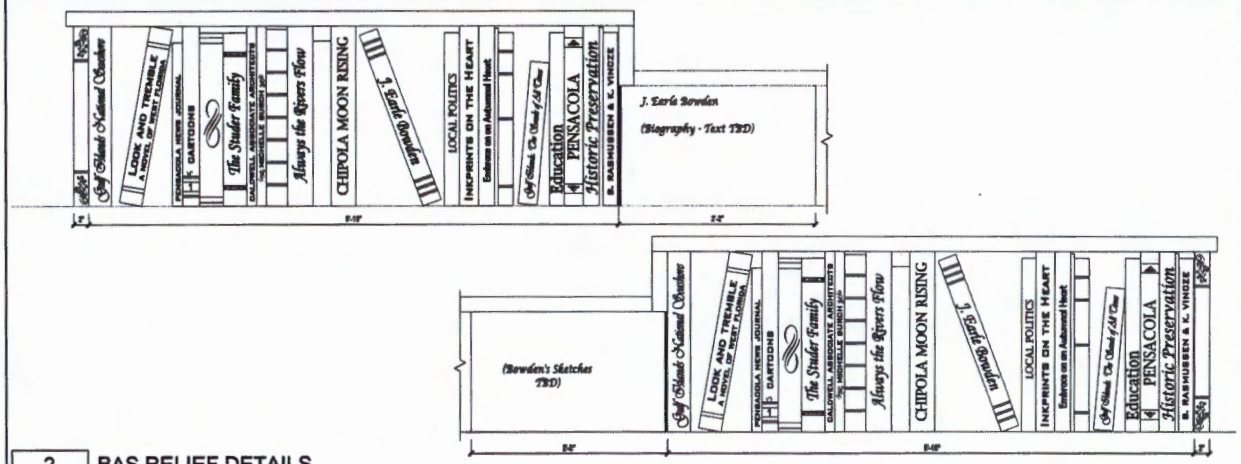
PROJECT NO.: 18009
SHEET TITLE:
PLATFORM SECTIONS & DETAILS

SHEET NUMBER:
A101R3

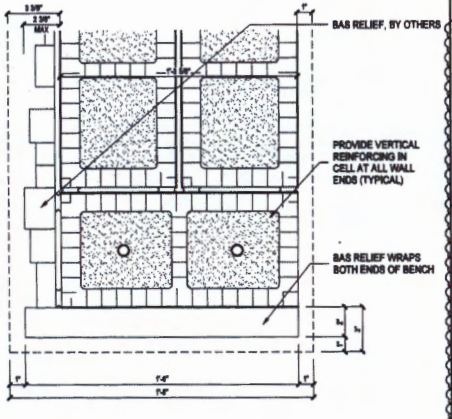
PERMIT SET



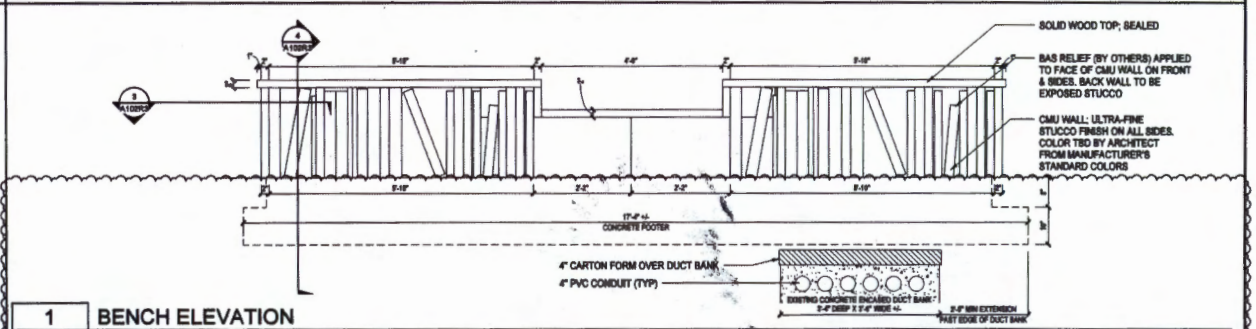
4 BENCH SECTION
A102R3/A102R3 1 1/2" = 1'-0"



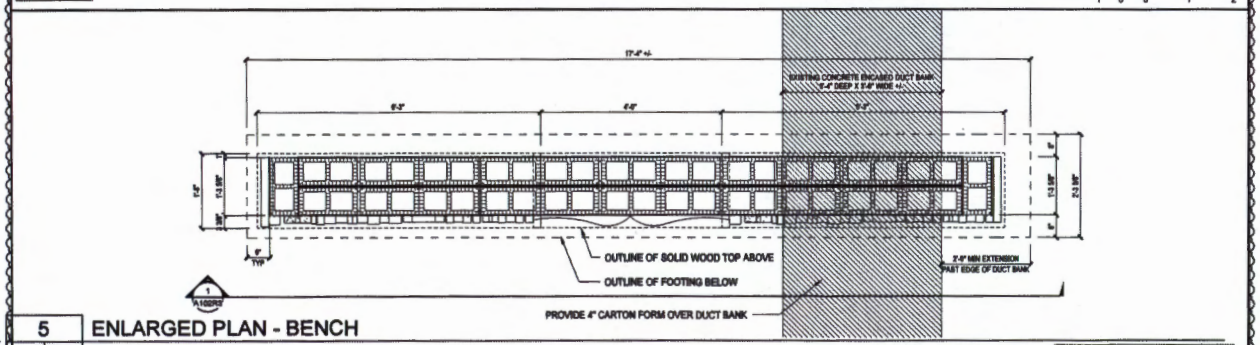
2 BAS RELIEF DETAILS
A100R3/A102R3 1 1/2" = 1'-0"



3 BENCH DETAIL
A102R3/A102R3 3" = 1'-0"



1 BENCH ELEVATION
A100R3/A102R3 3/4" = 1'-0"



5 ENLARGED PLAN - BENCH
A100R3/A102R3 3/4" = 1'-0"

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License No: AA26002711 | License No: AC0002916

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	08.17.2019

3 Revision 3 08.17.19

BRADLEY J. BOWMAN AGENCY No 71826 STATE OF FLORIDA REGISTERED PROFESSIONAL ENGINEER
Structural Only

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

PROJECT:
SOUTH TOWNE ART INSTALLATION

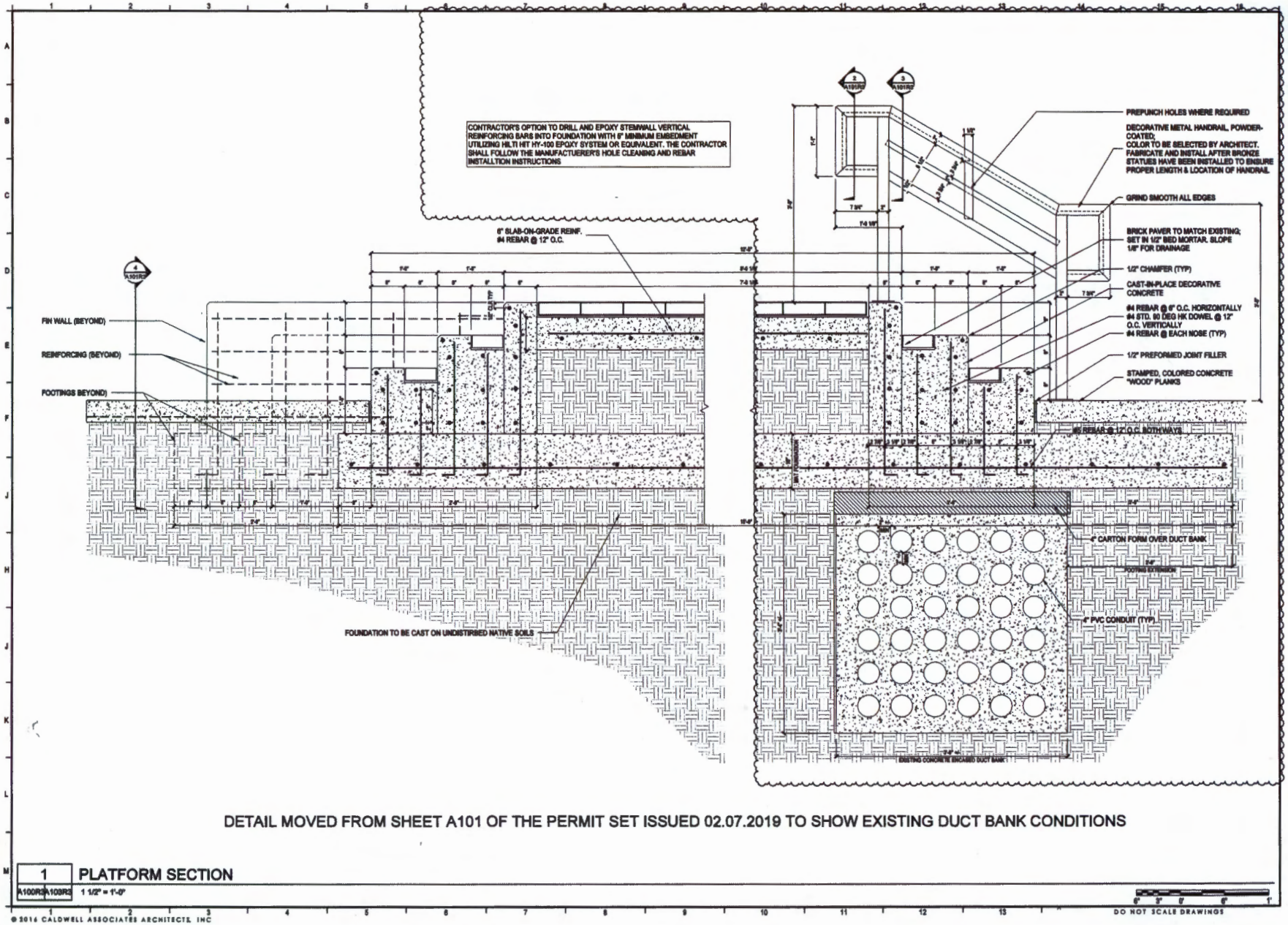
101 EAST ROMANA ST. PENSACOLA, FL

ARCHITECT'S SEAL

6-17-19
H. MILLER CALDWELL, JR
AR 7482

PROJECT NO. : 18009
SHEET TITLE:
BENCH ELEVATION & DETAILS

SHEET NUMBER:
A102R3
PERMIT SET



DETAIL MOVED FROM SHEET A101 OF THE PERMIT SET ISSUED 02.07.2019 TO SHOW EXISTING DUCT BANK CONDITIONS

1 PLATFORM SECTION

A100R3/A103R3 1 1/2" = 1'-0"

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114 N TARRAGONA STREET, PENSACOLA, FL 32502
(850) 432 1900 | CALDWELL-ASSOC.COM
License No: AA26000721 | License No: IB0000225

PROJECT ISSUES:

CONSTRUCTION DOCUMENTS	12.07.2018
REVISION 1	12.27.2018
PRICING SET	12.27.2018
PERMIT SET	02.07.2019
REVISION 2	05.21.2019
REVISION 3	06.17.2019

3 Revision 3 06.17.19

BRADLEY J. BOWMAN LICENSE No 71826 STATE OF FLORIDA PROFESSIONAL ENGINEER

STRUCTURAL ONLY

PROJECT TEAM:

CIVIL
Owner Provided
LANDSCAPING
Jerry Pate Design
STRUCTURAL
Joe DeReuil 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:
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 genera1 law as the fiscal year of the Agency or the City, respectively.

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

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

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

(18) “Termination Date” means September 30, 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 tile a petition seeking any reorganization, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation or shall file an answer admitting, or shall fail reasonably to contest, the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Agency of any material part of its properties; or

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

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

7 .2. Default by the City.

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

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

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

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

7.3. Obligations, Rights and Remedies Not Exclusive.

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

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

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

7.5. Effect of Termination.

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

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

ARTICLE 8: MISCELLANEOUS

8.1. Amendments.

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

8.2. This Agreement Constitutes a Contract.

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

8.3. Assignment.

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

8.4. Severability.

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

8.5. Controlling Law; Venue.

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

8.6. Members Not Liable.

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

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

8.7. Expiration of Agreement.

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

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

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

8.8. Third Party Beneficiaries.

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

8.9. Notices.

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

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

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

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

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

8.10. Execution of Agreement.

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

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

8.11. Filing with County Clerk of the Court.

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

8.12. Effective Date.

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

8.13. City and Agency Not Liable.

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

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

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA	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

_

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

REVISED 7.18.19
REVISED 8.23.19

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 list~~s~~ 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, ~~T~~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. ~~i~~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 nationals~~,~~ regional or local history.

~~(e) 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

PENSACOLA
THE UPSIDE of FLORIDA

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

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,

Brandi C. Deese
Secretary to the Board

PENSACOLA News Journal pnj.com

Robyn M. Tice
CITY CLERK'S OFFICE, CITY OF PENSACOLA
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PENSACOLA, FL 32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

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

NOTICE OF PUBLIC HEARING

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

09/02/19

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

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NOTICE OF PUBLIC HEARING

On Thursday, September 12, 2019 at 5:30 p.m. in the Council Chambers, 1st Floor of City Hall, 222 West Main Street, Pensacola, FL, the Pensacola City Council will conduct a public hearing to receive the benefit of citizen input for the purpose of considering:

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

You are not required to respond or take any action regarding this notice; but if you wish to speak before City Council on this subject, you are invited to be present at the scheduled public hearing.

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

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. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

For additional information regarding this public hearing, please call the Office of the City Council at 435-1609.

City of Pensacola, Florida
Ericka L. Burnett, City Clerk

Visit www.cityofpensacola.com to learn more about City activities. Council agendas posted on-line before meetings.
Legal No. 3762889 9/2/19

TARA MONDLOCH
Notary Public
State of Wisconsin

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 CRTERIA 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

REVISED 7.18.19
REVISED 8.23.19

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 list~~s~~ 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, ~~T~~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. ~~i~~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 nationals~~,~~ regional or local history.

~~(e) 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 Projection, 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 (5^{th}) 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 (5^{th}) 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 (5^{th}) 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 exists 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 exists 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:

_____
Susan A. Woolf, City Attorney

Approved as to content:

_____
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. Not withstanding 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 it 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 ~~Gateway Review 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 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 ~~Gateway Review 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 ~~Gateway Review 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 ~~Gateway Review 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 ~~Gateway Review 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 ~~Gateway Review Board~~ Planning Board shall conclude its consideration at its next regularly scheduled meeting.

(4) *Regulations.* Except where specific approval is granted by the ~~Gateway Review 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

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 ~~Gateway Review 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 ~~Gateway Review Board~~ Planning Board to the city council within thirty (30) days of the decision of the ~~Gateway Review 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 or 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 ~~Gateway Review 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 ~~Gateway Review 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 ~~Gateway Review 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 ~~Gateway Review Board~~ 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 ~~Gateway Review Board~~ 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 (3½) 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 (2½) stories. No outbuilding shall exceed thirty-five (35) feet or two and one-half (2½) 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 ~~Gateway Review Board~~ 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 ~~Gateway Review Board~~ 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 of 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 ~~Gateway Review Board~~ 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.

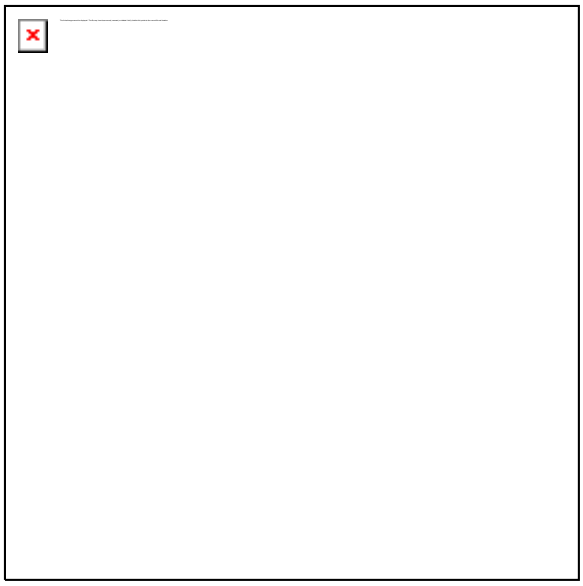
    b. Accessory dwelling units are permitted and encouraged, and shall be detailed in a manner similar to the house.

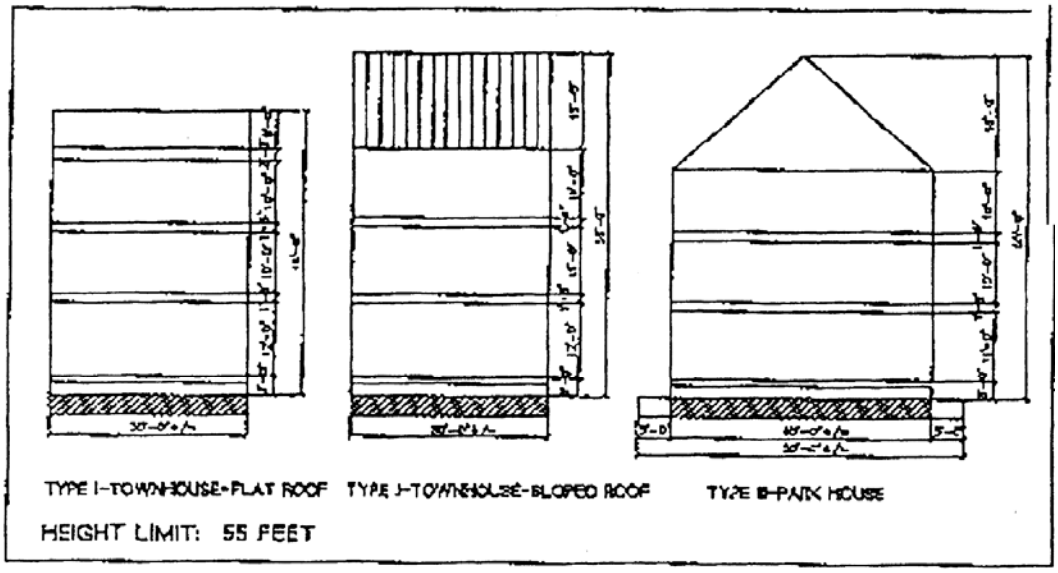
(k) Additional regulations. In addition to the regulations established above in section 12-2-10(B)(5)(a) through (j), any permitted use within the GRD-1 zoning district where alcoholic beverages are ordinarily sold is

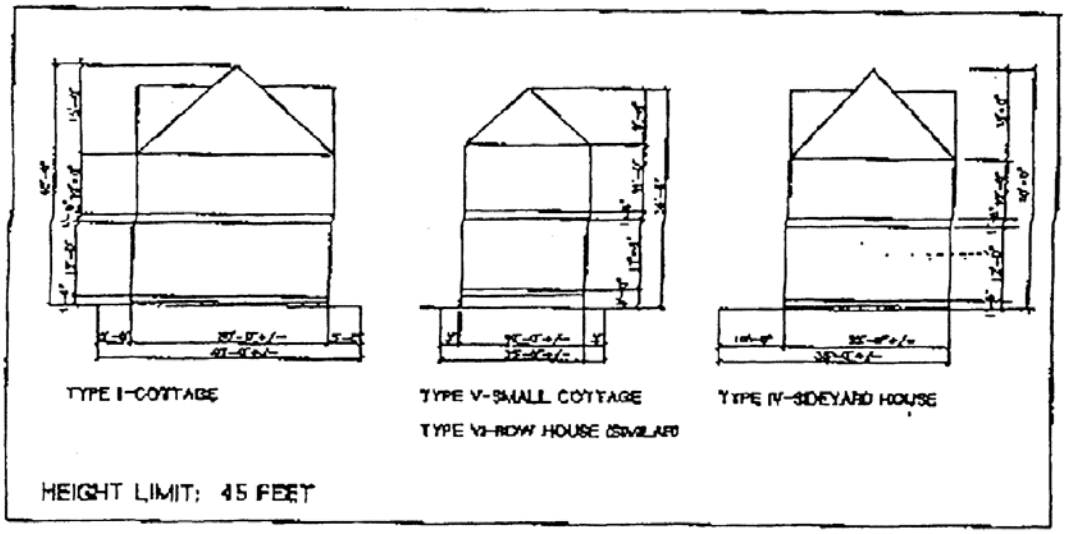
subject to the requirements of Chapter 7-4, Alcoholic Beverages, of this Code.

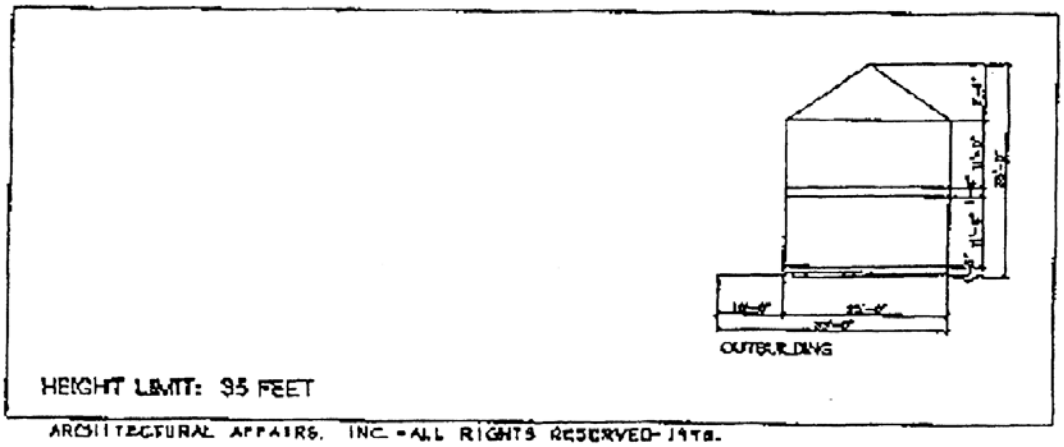
(6) *Procedures for review of renovation, alterations, and additions to structures within the GRD-1 district.* The regulations and standards established in subsections 12-2-12(b)(1) through (5) above, shall apply to all plans for the renovation, alteration and addition to structures within the GRD-1 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 ~~Gateway Review 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.

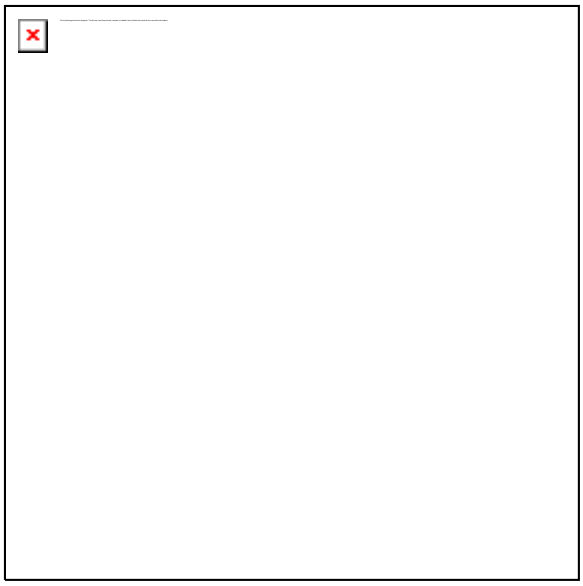


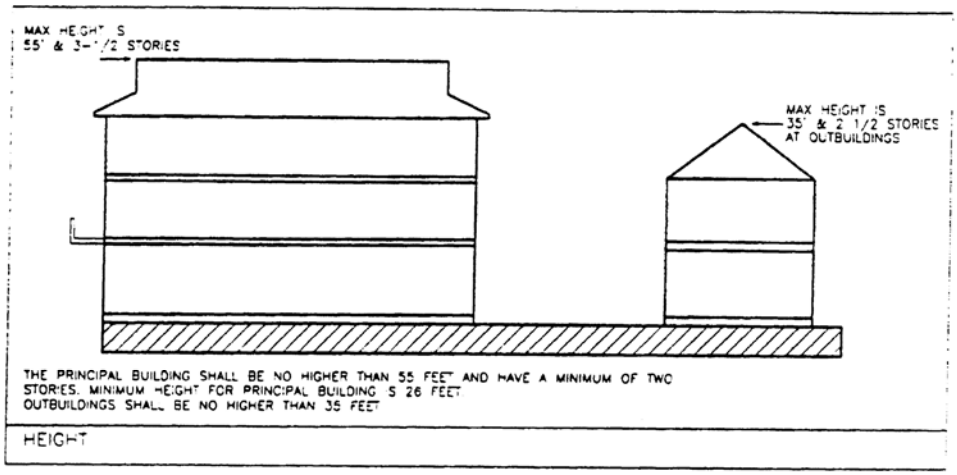






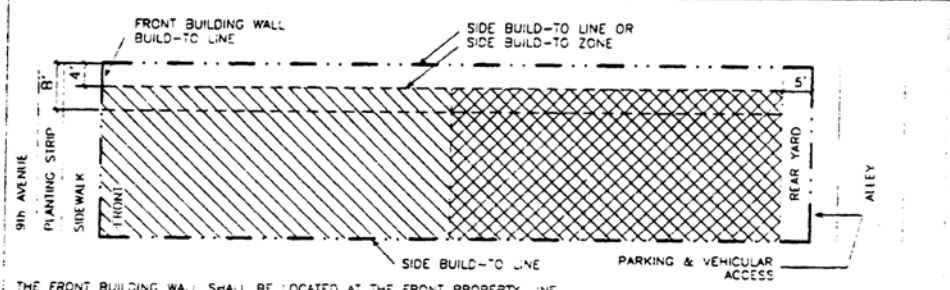
ARAGON MAXIMUM HEIGHTS





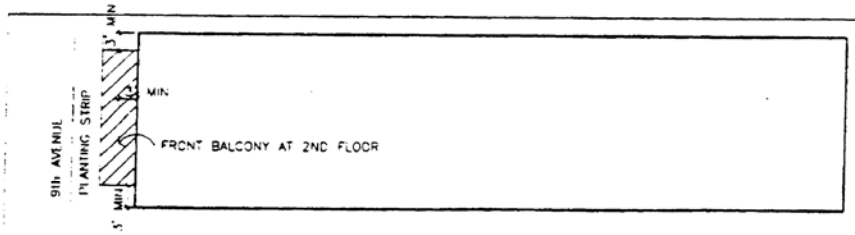
THE PRINCIPAL BUILDING SHALL BE NO HIGHER THAN 55 FEET AND HAVE A MINIMUM OF TWO STORIES. MINIMUM HEIGHT FOR PRINCIPAL BUILDING IS 26 FEET.
OUTBUILDINGS SHALL BE NO HIGHER THAN 35 FEET.

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.

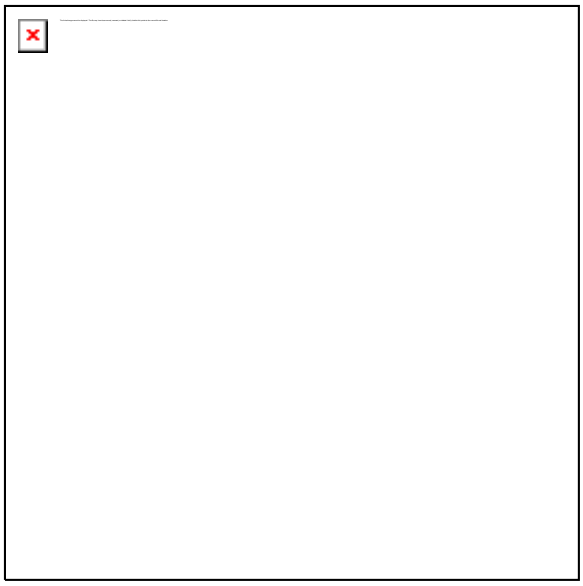
SITING — PRINCIPAL BUILDING ZONE — OUTBUILDING ZONE

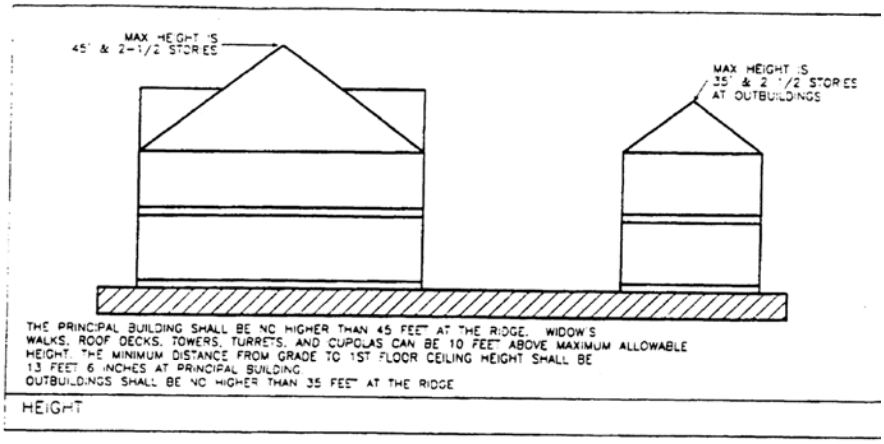


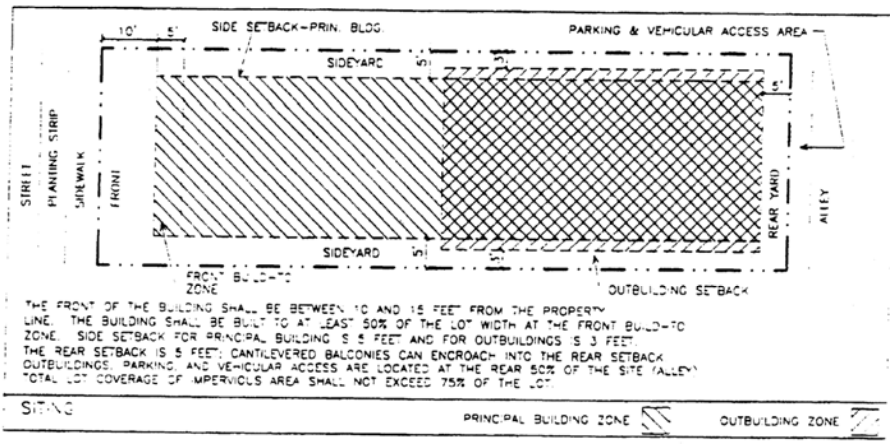
BALCONIES ARE REQUIRED ALONG THE FRONT OF THE BUILDING AND SHALL BE CONSTRUCTED WITH THE FOLLOWING DIMENSIONS.
BALCONIES CONSTRUCTED WITH A CANTILEVERED DESIGN (NO VERTICAL SUPPORTS TO THE GROUND) SHALL BE A MINIMUM OF 3 FEET DEEP AND SHALL NOT EXTEND BEYOND THE OUTSIDE EDGE OF THE PUBLIC SIDEWALK.
BALCONIES 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.

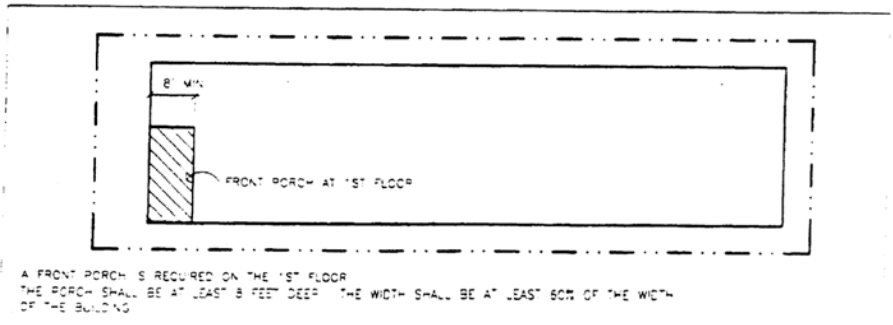
ELEMENTS

ARAGON TOWNHOUSE—TYPE I

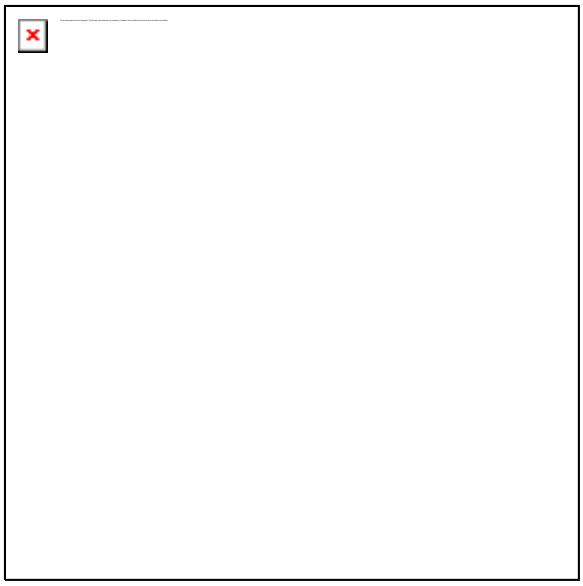


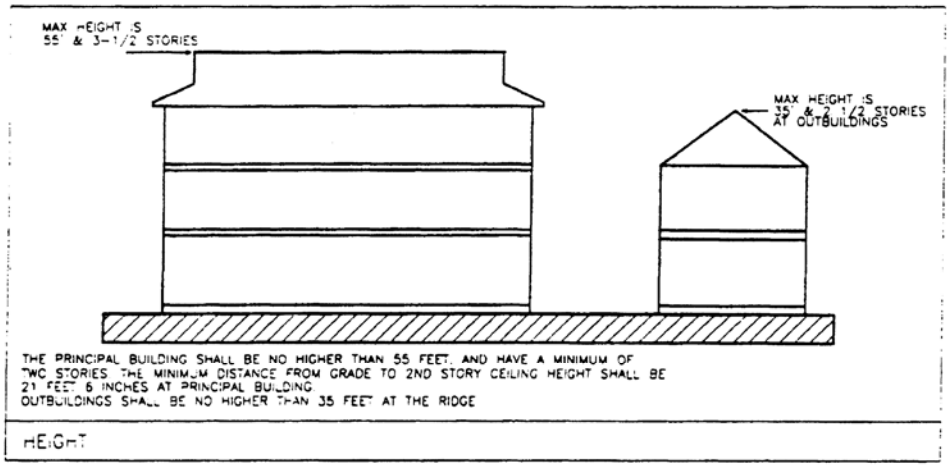






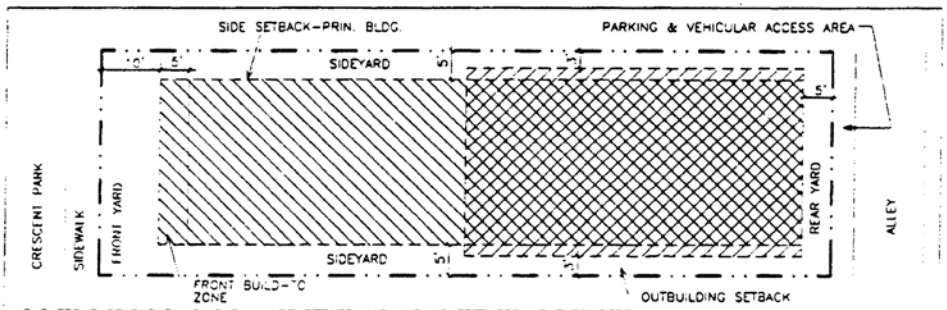
ARAGON COTTAGE—TYPE II





THE PRINCIPAL BUILDING SHALL BE NO HIGHER THAN 55 FEET, AND HAVE A MINIMUM OF TWO STORIES. THE MINIMUM DISTANCE FROM GRADE TO 2ND STORY CEILING HEIGHT SHALL BE 21 FEET 6 INCHES AT PRINCIPAL BUILDING.
OUTBUILDINGS SHALL BE NO HIGHER THAN 35 FEET AT THE RIDGE

HEIGHT

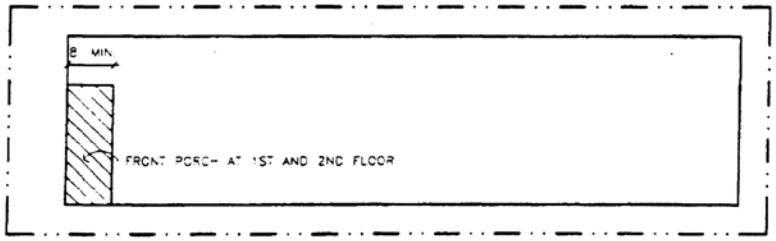


THE FRONT OF THE BUILDING SHALL BE BETWEEN 10 AND 15 FEET FROM THE PROPERTY LINE. THE BUILDING SHALL BE BUILT TO AT LEAST 50% OF THE LOT WIDTH AT THE FRONT BUILD-TO ZONE. SIDE SETBACK FOR PRINCIPAL BUILDING IS 5 FEET AND FOR OUTBUILDINGS IS 3 FEET.
THE REAR SETBACK IS 5 FEET; CANTILEVERED BALCONIES CAN 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

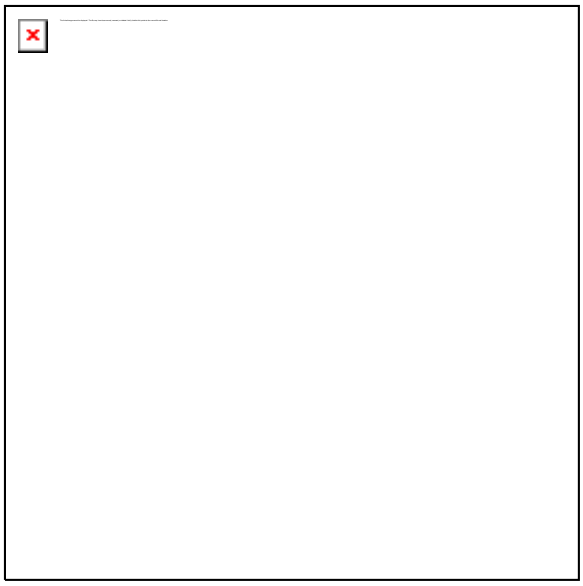
OUTBUILDING ZONE

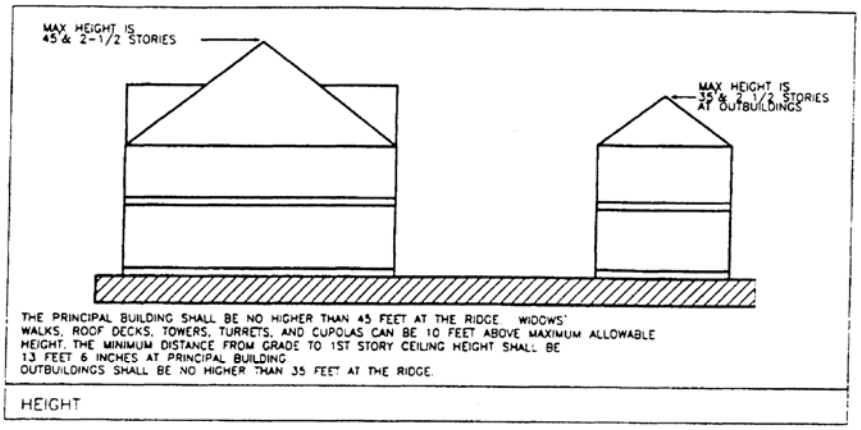


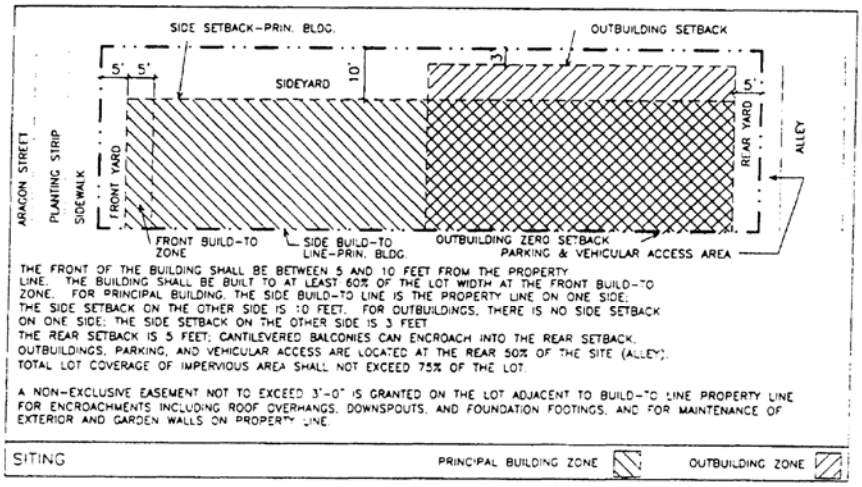
A FRONT PORCH IS REQUIRED AT BOTH THE 1ST AND 2ND FLOORS OF THE BUILDING.
THE PORCH SHALL BE AT LEAST 8 FEET DEEP. THE WIDTH SHALL BE AT LEAST 75% OF THE WIDTH OF THE BUILDING.

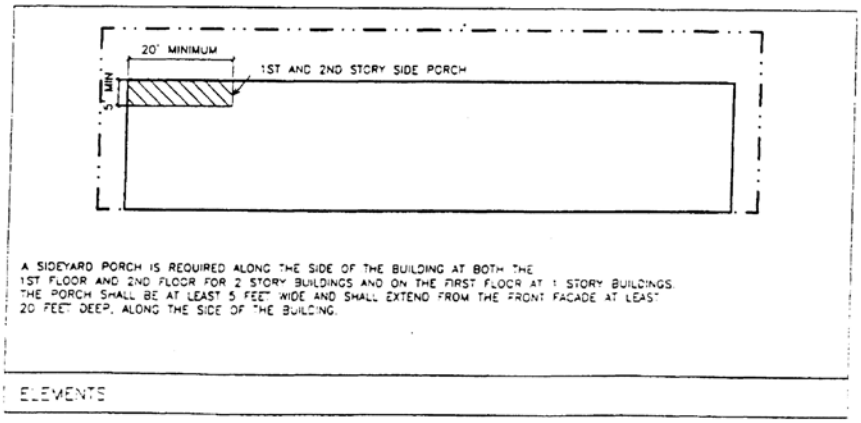
ELEMENTS

ARAGON PARK HOUSE—TYPE III

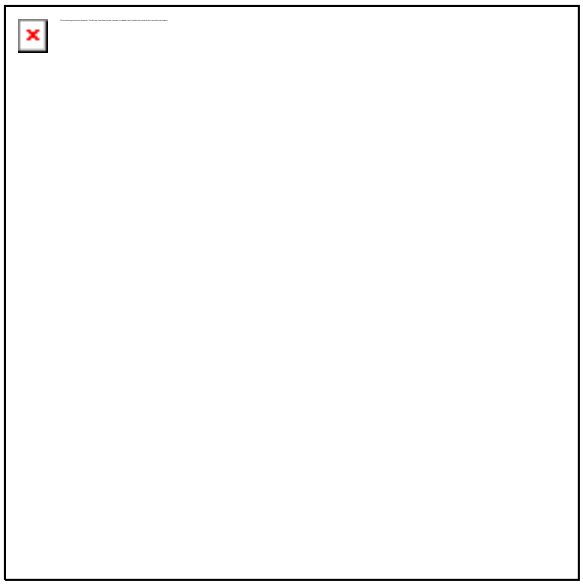


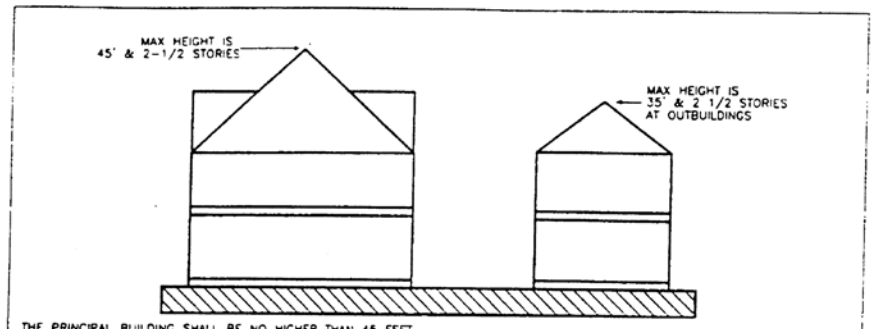






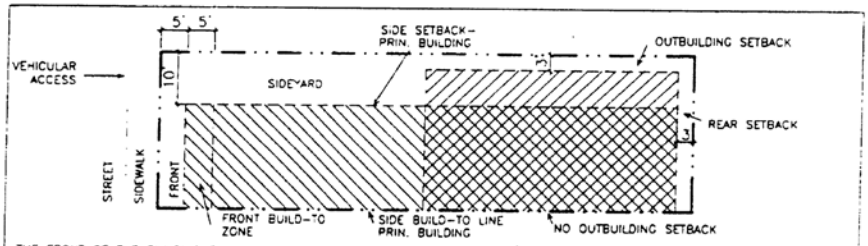
ARAGON SIDEYARD HOUSE WITH ALLEY ACCESS—TYPE IVA





THE PRINCIPAL BUILDING SHALL BE NO HIGHER THAN 45 FEET.
THE MINIMUM DISTANCE FROM GRADE TO 1ST FLOOR CEILING HEIGHT SHALL BE 13 FEET 6 INCHES AT PRINCIPAL BUILDING
OUTBUILDINGS SHALL BE NO HIGHER THAN 35 FEET AT THE RIDGE.

HEIGHT



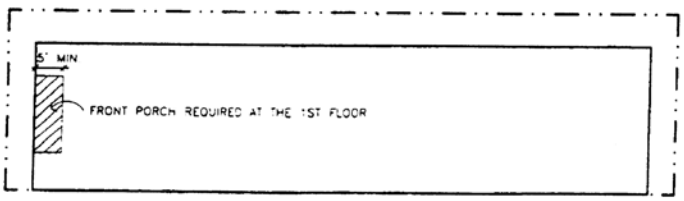
THE FRONT OF THE BUILDING SHALL BE BETWEEN 5 AND 10 FEET FROM THE PROPERTY LINE.
THE BUILDING SHALL BE BUILT TO AT LEAST 50% OF THE LOT WIDTH AT THE FRONT BUILD-TO ZONE.
FOR PRINCIPAL BUILDING, THE SIDE BUILD-TO LINE IS THE PROPERTY LINE ON ONE SIDE;
THE SIDE SETBACK ON THE OTHER SIDE IS 10 FEET. FOR 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

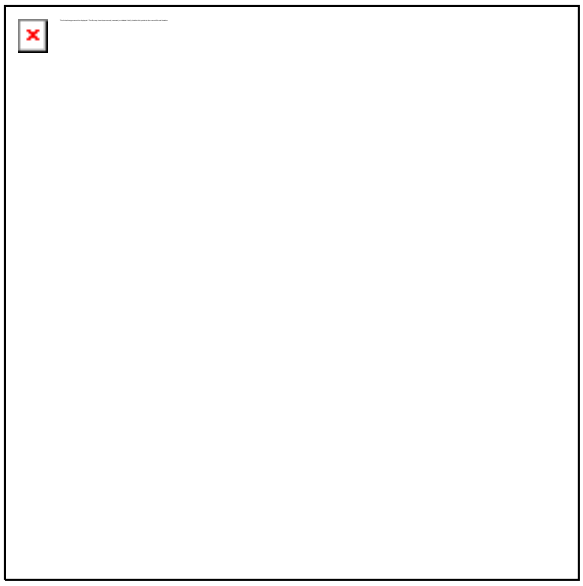


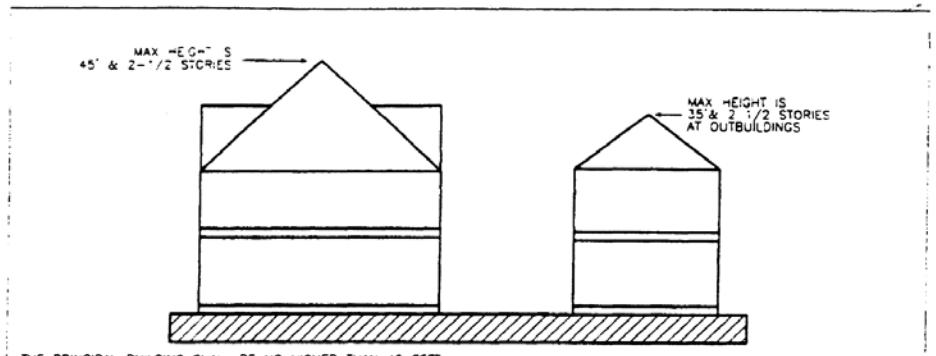
A FRONT PORCH IS REQUIRED ALONG THE FRONT OF THE BUILDING ON THE 1ST FLOOR. THE PORCH SHALL BE AT LEAST 5 FEET DEEP. THE WIDTH SHALL BE A MINIMUM OF 50% OF THE WIDTH OF THE BUILDING.

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

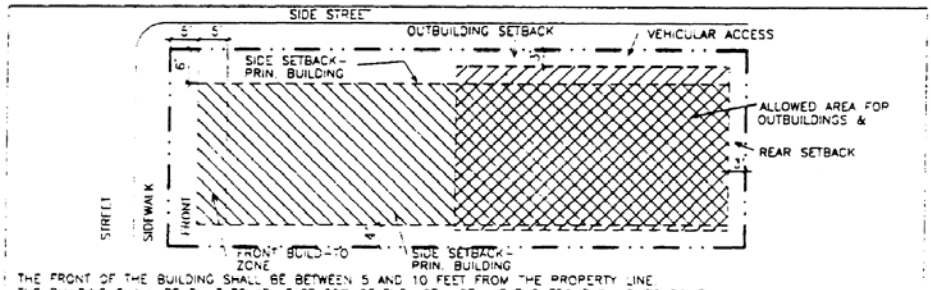
ARAGON SIDEYARD HOUSE WITH STREET ACCESS—TYPE IVB-INTERIOR LOTS





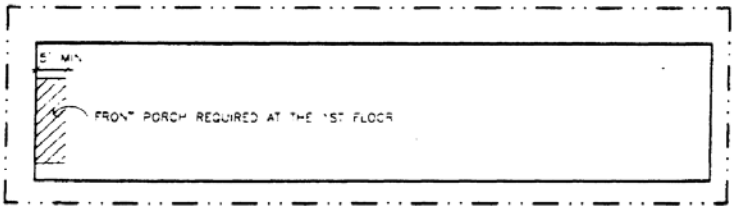
THE PRINCIPAL BUILDING SHALL BE NO HIGHER THAN 45 FEET.
OUTBUILDINGS SHALL BE NO HIGHER THAN 35 FEET AT THE RIDGE.
THE MINIMUM DISTANCE FROM GRADE TO 1ST FLOOR CEILING HEIGHT SHALL BE 13'-6" AT PRINCIPAL BUILDING

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 SETBACK IS 6 FEET AT THE SIDE STREET AND 4 FEET FOR THE OTHER SIDE. FOR OUTBUILDINGS, THE SIDE SETBACK IS 3 FEET.
THE REAR SETBACK IS 3 FEET.
A DRIVEWAY ACCESS SHALL BE REQUIRED FROM THE SIDE STREET, UNLESS DRIVEWAY ACCESS IS SHARED BETWEEN LOTS WITH A DEDICATED SHARED ACCESS EASEMENT.
OUTBUILDINGS, PARKING, AND VEHICULAR ACCESS ARE LOCATED AT THE REAR 50% OF THE SITE.
TOTAL LOT COVERAGE OF IMPERVIOUS AREA SHALL NOT EXCEED 75% OF THE LOT.

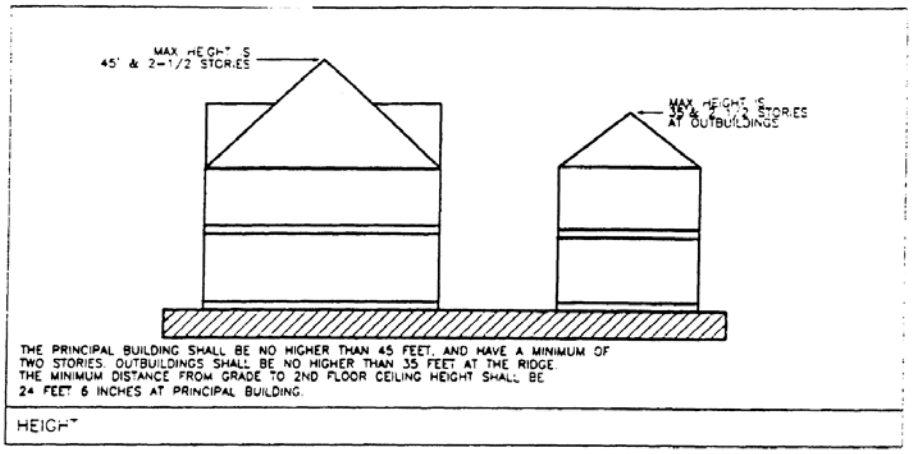
SITING-CORNER LOTS — PRINCIPAL BUILDING ZONE — OUTBUILDING ZONE



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.

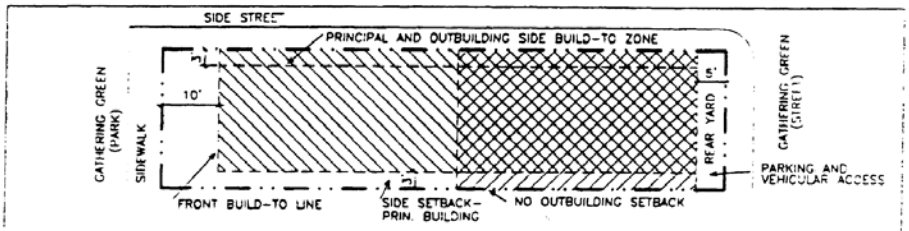
ELEMENTS

ARAGON SIDEYARD HOUSE WITH STREET ACCESS—TYPE IVB-CORNER LOTS



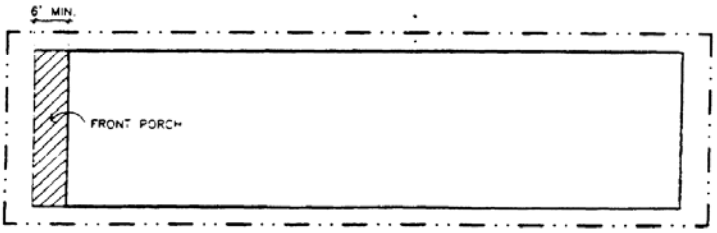
THE PRINCIPAL BUILDING SHALL BE NO HIGHER THAN 45 FEET, AND HAVE A MINIMUM OF TWO STORIES. OUTBUILDINGS SHALL BE NO HIGHER THAN 35 FEET AT THE RIDGE. THE MINIMUM DISTANCE FROM GRADE TO 2ND FLOOR CEILING HEIGHT SHALL BE 24 FEET 6 INCHES AT PRINCIPAL BUILDING.

HEIGHT



THE FRONT OF THE BUILDING SHALL BE LOCATED 10 FEET FROM THE PARK FRONT PROPERTY LINE. THE BUILDING SHALL BE BUILT TO AT LEAST 60% OF THE LOT WIDTH AT THE FRONT SETBACK. FOR PRINCIPAL BUILDING AND OUTBUILDINGS, THE SIDE BUILD-TO ZONE IS UP TO 3 FEET FROM THE NORTH PROPERTY LINE. THE SIDE SETBACK ON THE OTHER SIDE IS 3 FEET FOR PRINCIPAL BUILDING. FOR OUTBUILDINGS, THERE IS NO SETBACK. 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 (STREET). TOTAL LOT COVERAGE OF IMPERVIOUS AREA SHALL NOT EXCEED 75% OF THE LOT.

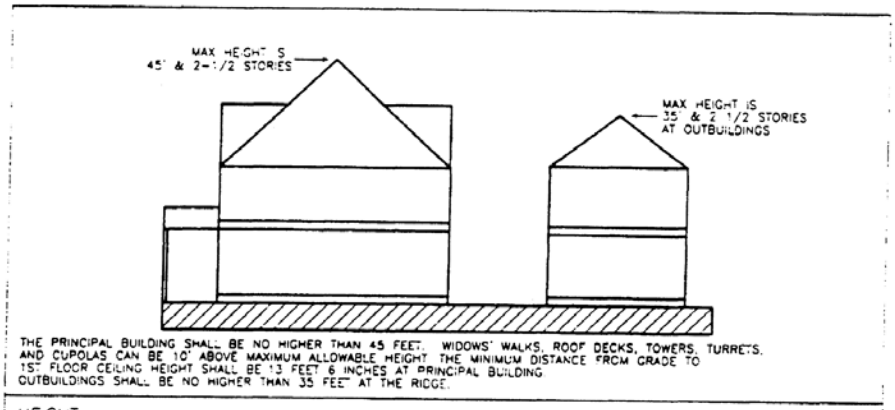
SITING-NORTH CORNER LOTS PRINCIPAL BUILDING ZONE OUTBUILDING ZONE



A FRONT PORCH IS REQUIRED ON THE 1ST AND 2ND FLOORS. THE PORCH SHALL BE AT LEAST 6 FEET DEEP. THE WIDTH SHALL BE 100% OF THE WIDTH OF THE BUILDING.

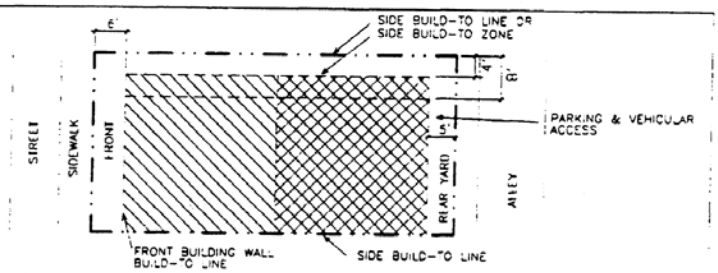
ELEVATIONS

ARAGON SMALL COTTAGE—TYPE V-NORTH CORNER LOTS



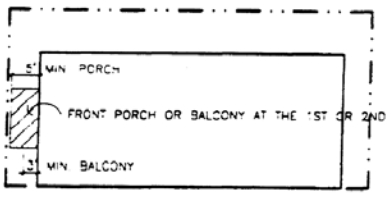
THE PRINCIPAL BUILDING SHALL BE NO HIGHER THAN 45 FEET. WIDOWS' WALKS, ROOF DECKS, TOWERS, TURRETS, AND CUPOLAS CAN BE 10' ABOVE MAXIMUM ALLOWABLE HEIGHT. THE MINIMUM DISTANCE FROM GRADE TO 1ST FLOOR CEILING HEIGHT SHALL BE 13 FEET 6 INCHES AT PRINCIPAL BUILDING. OUTBUILDINGS SHALL BE NO HIGHER THAN 35 FEET AT THE RIDGE.

HEIGHT



THE FRONT BUILDING WALL SHALL BE LOCATED 6 FEET FROM THE FRONT PROPERTY LINE. THERE IS NO FRONT SETBACK FOR OPEN PORCHES AND BALCONIES.
SIDE BUILD-TO LINE ON ONE SIDE IS THE PROPERTY LINE. OTHER SIDE MUST EITHER BUILD TO 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.

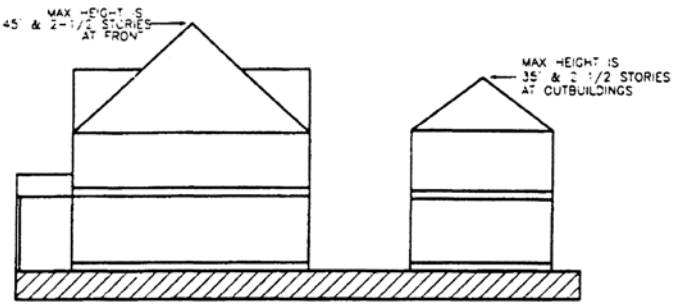
SITING-LOTS D-1 THRU D-5 PRINCIPAL BUILDING ZONE OUTBUILDING ZONE



A FRONT PORCH OR BALCONY IS REQUIRED ALONG THE FRONT OF THE BUILDING ON THE 1ST OR 2ND FLOOR. THE PORCH OR BALCONY SHALL BE LOCATED BETWEEN THE FRONT PROPERTY LINE AND THE FRONT BUILDING WALL BUILD-TO LINE. THE PORCH SHALL BE AT LEAST 5 FEET DEEP OR THE BALCONY SHALL BE AT LEAST 3 FEET DEEP. THE WIDTH SHALL BE A MINIMUM OF 25% OF THE WIDTH OF THE BUILDING.
FRONT PORCHES OR BALCONIES SHALL NOT BE LOCATED CLOSER THAN 3 FEET FROM THE SIDE PROPERTY LINE, EXCEPT AT SIDE STREET PROPERTY LINES AT CORNER LOTS.
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.

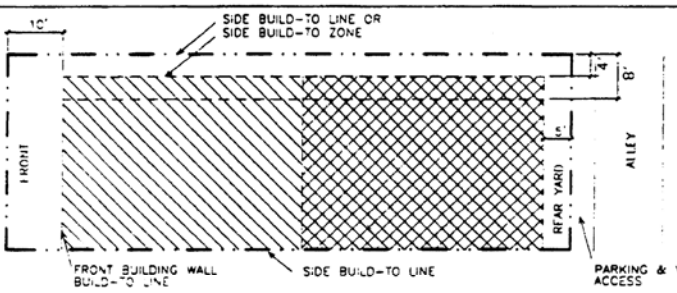
ELEMENTS

ARAGON ROW HOUSE—TYPE VI-LOTS D-1 THRU D-5



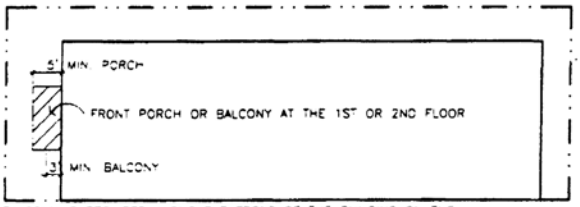
THE PRINCIPAL BUILDING SHALL BE NO HIGHER THAN 45 FEET. WIDOWS' WALKS, ROOF DECKS, TOWERS, TURRETS, AND CUPOLAS CAN BE 10' ABOVE MAXIMUM ALLOWABLE HEIGHT. OUTBUILDINGS SHALL BE NO HIGHER THAN 35 FEET AT THE RIDGE. THE MINIMUM DISTANCE FROM GRADE TO 1ST FLOOR CEILING HEIGHT SHALL BE 13 FEET 6 INCHES AT PRINCIPAL BLDG.

HEIGHT



THE FRONT BUILDING WALL SHALL BE LOCATED 10 FEET FROM THE FRONT PROPERTY LINE.
THERE IS NO FRONT SETBACK FOR OPEN PORCHES AND BALCONIES.
SIDE BUILD-TO LINE ON ONE SIDE IS THE PROPERTY LINE. OTHER SIDE MUST EITHER BUILD TO PROPERTY LINE OR BUILD TO BETWEEN 4 AND 8 FEET OF THE PROPERTY LINE. OWNER MAY SELECT WHICH SIDE TO USE AS THE 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.

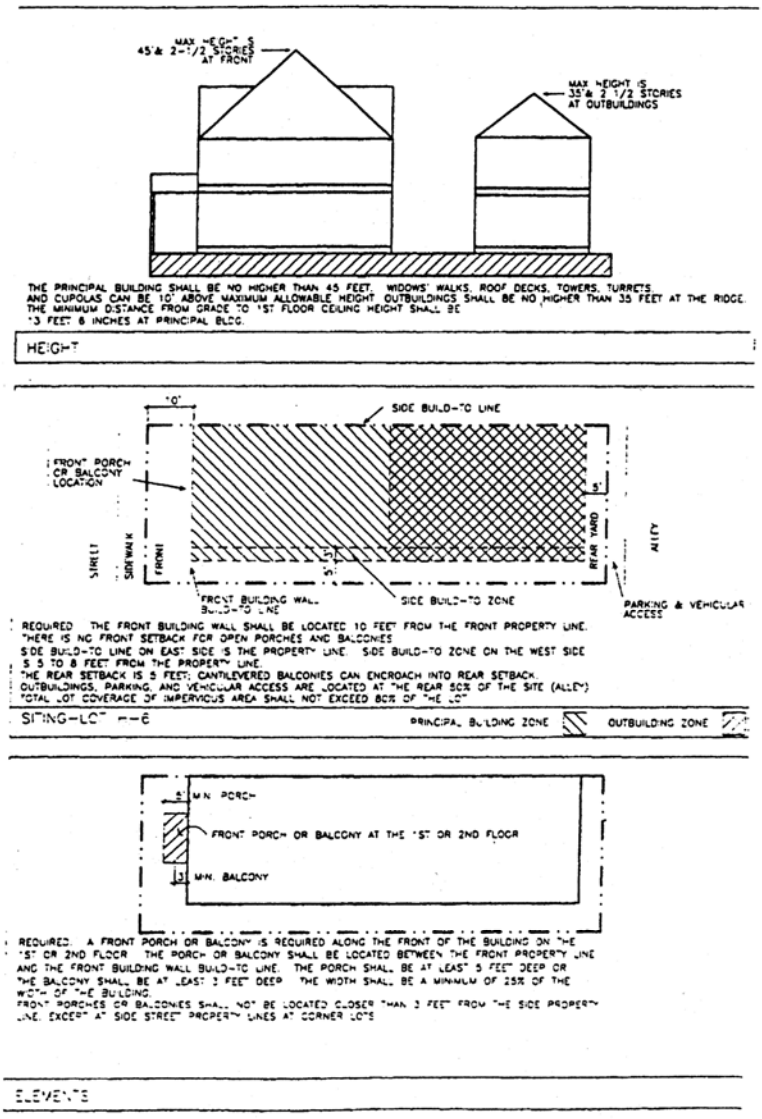
SITING-LOTS D-6 THRU 10 & H-7 THRU H-10 PRINCIPAL BUILDING ZONE OUTBUILDING ZONE



A FRONT PORCH OR BALCONY IS REQUIRED ALONG THE FRONT OF THE BUILDING ON THE 1ST OR 2ND FLOOR. THE PORCH OR BALCONY SHALL BE LOCATED BETWEEN THE FRONT PROPERTY LINE AND THE FRONT BUILDING WALL BUILD-TO LINE. THE PORCH SHALL BE AT LEAST 5 FEET DEEP OR THE BALCONY SHALL BE AT LEAST 3 FEET DEEP. THE WIDTH SHALL BE A MINIMUM OF 25% OF THE WIDTH OF THE BUILDING.
FRONT PORCHES OR BALCONIES SHALL NOT BE LOCATED CLOSER THAN 3 FEET FROM THE SIDE PROPERTY LINE, EXCEPT AT SIDE STREET PROPERTY LINES AT CORNER LOTS.

ELEMENTS

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 eighth (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)

SECTON 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) ~~Gateway Review Board~~ 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~~ Gateway Review ~~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 ~~Gateway Review Board~~ 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 ~~Gateway Review Board~~ Planning Board.* All final development plans within the Gateway Redevelopment District shall be subject to review and

approval by the ~~Gateway Review 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 ~~Gateway Review 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-l, 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~~ -<u>two</u> dollars and ~~seventy-seven~~ <u>eighteen</u> cents ~~($21.77)~~ ($22.18) fixed monthly charge, plus

(9c) *Distribution charge.* Three dollars and ~~eighteen~~ <u>twenty-four</u> 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

(l0d) *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

(l1d) *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 fore 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 ($200) 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.

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 DOWNTOWNN 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	158,305	
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	158,305	
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	**(9,742)**	
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	**44,400**	
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	**(23,042)**	
Total Revenues	11,616	
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	**(6,057)**	
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	**43,923**	
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	**(26,250)**	
Total Appropriations	11,616	

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:	Beverage License Rebate	100,000
Amended To Read	Beverage License Rebate	118,904
As Reads:	Current Ad Valorem Taxes	15,429,000
Amended To Read	Current Ad Valorem Taxes	15,655,210
As Reads:	Delinquent Ad Valorem Taxes	30,000
Amended To Read	Delinquent Ad Valorem Taxes	33,816
As Reads:	ESDSB/School Resource Officer	185,500
Amended To Read	ESDSB/School Resource Officer	315,344
As Reads:	Federal Payment In Lieu of Taxes - AHC	17,000
Amended To Read	Federal Payment In Lieu of Taxes - AHC	19,430
As Reads:	Franchise Fees - Electricity	5,850,100
Amended To Read	Franchise Fees - Electricity	5,629,700
As Reads:	Franchise Fees - Natural Gas	915,000
Amended 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

H. GOLF FUND

As Reads:	Advertising	7,500
Amended To Read	Advertising	0
As Reads:	Green Feees	292,400
Amended To Read	Green Feees	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	1,457,835	
Fund Balance	(1,185,253)	Decrease Appropriated Fund Balance
Total Revenues and Fund Balance	272,582	
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	272,582	
B. HOUSING INITIATIVES FUND - GENERAL FUND		
Estimated Revenues:		
Sale of Assets	43,900	Appropriate estimated revenue from Sale of Assets
Total Estimated Revenues	43,900	
Appropriations:		
Operating Expenses	43,900	Increase appropriation for Operating Expenses
Total Appropriations	43,900	
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	224,961	
Appropriations:		
Operating Expenses	224,961	Increase appropriation for Operating Expenses
Total Appropriations	224,961	
D. LOCAL OPTION GASOLINE TAX FUND		
Fund Balance	(11,800)	Decrease appropriated Fund Balance
Appropriations:		
Allocated Overhead/(Cost Recovery)	(11,800)	Adjust appropriation for Allocated Overhead/(Cost Recovery)
Total Appropriations	(11,800)	
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	0	

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	(62,418)	
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	(62,418)	
G. LAW ENFORCEMENT TRUST FUND		
Estimated Revenues		
Charges for Services	105,124	Appropriate estimated revenue from Charges for Services - Court Related
Total Estimated Revenues	105,124	
Fund Balance	(105,124)	Decrease appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	0	
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	0	
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	0	
J. INSPECTION SERVICES FUND		
Fund Balance	450,000	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	450,000	
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	0	

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	1,401,900	
Fund Balance	(881,900)	Decrease appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	520,000	
Appropriations		
Capital Outlay	520,000	Increase appropriation for Capital Outlay (Soccor Complex - YMCA Land Swap)
Total Appropriations	520,000	
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	(62,418)	
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	(62,418)	
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	0	
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	0	
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	0	

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	2,590,200		
Fund Balance	(2,590,200)	Decrease appropriated Fund Balance	
Total Estimated Revenues and Fund Balance	0		
Appropriations:			
Operating Expenses	(102,500)	Decrease appropriation for Operating Expenses	
Allocated Overhead/(Cost Recovery)	102,500	Adjust appropriation for Allocated Overhead/(Cost Recovery)	
Total Appropriations	0		
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	0		
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	0		

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 _____, 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.

V*endor* 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/ScooterDevices 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/Scooterdevices 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/Scooterdevices 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.

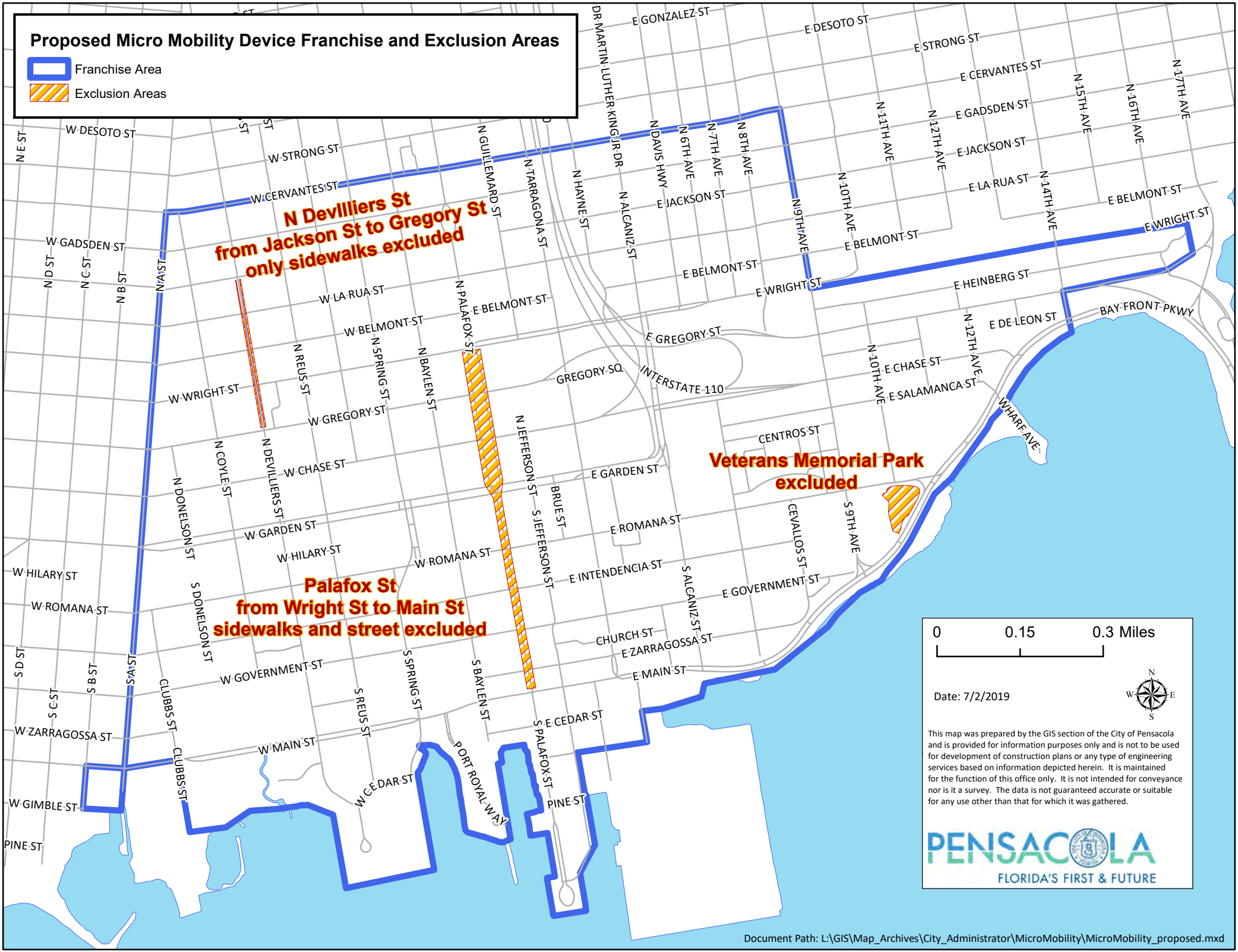
SECTION 12. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

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
Veterans Memorial Park
excluded
Palafox St
from Wright St to Main St
sidewalks and street 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
Document Path: L:\GIS\Map_Archives\City_Administrator\MicroMobility\MicroMobility_proposed.mxd

AS REVISED ON 1ST READING

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.

V*endor* 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

REVISED

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.

V*endor* 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 his<u>?</u> ~~or h~~er 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<u>/</u> ~~or~~ her discretion, may create designated parking zones (i.e., bike corrals) in certain areas where the Micromobility Devices shall be parked.

SECTION 5. <u>Section</u> ~~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 <u>Devices and Motorized Scooters</u> <u>/</u>~~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 <u>Devices and Motorized Scooters</u> ~~/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 <u>Devices and Motorized Scooters</u> ~~/Scooter Devices~~ are prohibited from operating at all times on sidewalks along <u>DeVilliers</u> ~~Belmont~~ Street between Gregory and <u>Jackson</u> ~~Cervantes~~ Streets;

(iii) <u>Veterans Memorial Park as designated by signage</u>;

(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~~R~~emove or r~~R~~elocate a Micromobility Device that is in violation of this Chapter. A Vendor shall pay a $75.00 fee per device that is r~~R~~emoved or r~~R~~elocated 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

PENSACOLA News Journal pnj.com

Robyn M. Tice
CITY CLERK'S OFFICE, CITY OF PENSACOLA
3RD FLOOR, 222 WEST MAIN STREET
PENSACOLA, FL 32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

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

NOTICE OF PROPOSED ORDINA

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

09/02/19

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

Sworn to and Subscribed before me this 3th of September 2019. by legal clerk who is personally known to me

Affiant

Notary Public State of Wisconsin. County of Brown

8-6-21
My commission expires

Publication Cost: $223.94
Ad No: 0003764011

NOTICE OF PROPOSED ORDINANCE

Please be advised that Proposed Ordinance No. 26-19 was presented to the City Council of the City of Pensacola for first reading on Thursday, August 8, 2019 and will be presented for final reading and adoption on Thursday, September 12, 2019 at 5:30 p.m., in Council Chambers on the First Floor of City Hall, 222 West Main Street, Pensacola, Florida.
The title of the proposed ordinance is as follows:
P.O. #26-19:
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.
A copy of proposed ordinances may be inspected by the public in the City Clerk's office, located on the 3rd Floor of City Hall, 222 West Main Street, Pensacola, Florida, or on-line on the City's website: https://pensacola.legistar.com/Calendar.aspx. Interested parties may appear at the Council meeting and be heard with respect to the proposed ordinances.

If any person decides to appeal any decision made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based.

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

CITY OF PENSACOLA, FLORIDA
By: Ericka L. Burnett, City Clerk

Visit www.cityofpensacola.com to learn more about City activities. Council agendas posted on-line before meetings.
AD #3764011
Publication Date: September 2, 2019

TARA MONDLOCH
Notary Public
State of Wisconsin