

# **City of Pensacola**

# Agenda Conference

# Agenda

Monday, July 13, 2020, 3:30 PM

Council Chambers, 1st Floor

## \*Members of the public may attend and participate only via live stream or phone city of pensacola.com/428/Live-Meeting-Video \*Citizens may submit an online form here https://www.cityofpensacola.com/ccinput BEGINNING AT 1 PM

# ROLL CALL

## **PRESENTATION ITEMS**

1. PRESENTATION: FLORIDA-ALABAMA TPO ORIENTATION 20-00296 Recommendation: That City Council receive a presentation from Austin Mount, Chief Executive Officer of Emerald Coast Regional Council regarding a TPO Orientation. Jewel Cannada-Wynn Sponsors: PRESENTATION FROM ANDREW ROTHFEDER WITH UPDATE ON THE 2. 20-00360 WEST MAIN PROJECT Recommendation: That City Council receive a presentation from Andrew Rothfeder providing an update on the West Main Project.

## Sponsors: Jewel Cannada-Wynn

## **REVIEW OF CONSENT AGENDA ITEMS**

 <u>20-00311</u> PORT OF PENSACOLA - OFFSHORE INLAND MARINE LEASE AMENDMENT NO. 3
 *Recommendation:* That City Council approve and authorize the Mayor to execute Lease Amendment #3 between the City of Pensacola and Offshore Inland Marine & Oilfield Services Further, that City Council authorize the Mayor

Marine & Oilfield Services. Further, that City Council authorize the Mayor to take all actions necessary to administer the amended Lease Agreement.

Sponsors: Grover C. Robinson, IV

Attachments: <u>Proposed Amendment #3</u>

Age	nda Conference	e Agenda	July 13, 2020
4.	<u>20-00317</u>	INTERLOCAL AGREEMENT FOR USE OF THE ESCAMBIA CO RAYMOND RIDDLE PARK BY THE CITY OF PENSACOLA BE ESCAMBIA COUNTY, FLORIDA AND THE CITY OF PENSACO FLORIDA	TWEEN
	Recommendation:	Florida for the use of Raymond Riddle Park for the City's athl programs at no additional costs to the City. Further, that City authorize the Mayor to take all actions necessary to execute Agreement.	etic Council
	Sponsors:	Grover C. Robinson, IV	
	Attachments:	Raymond Riddle Park Interlocal Agreement	
5.	<u>20-00323</u>	AWARD OF BID NO. 20-045 PENSACOLA INTERNATIONAL A CUSTOMS AND BORDER PROTECTION GENERAL AVIATION	
	Recommendation: Sponsors:	That City Council award Bid No. 20-045, Pensacola Internation Customs and Border Protection General Aviation Facility, to I Johnstone, LLC, the lowest and most responsible bidder with of \$3,660,000.00, bid alternate 1 in the amount of \$25,000.00 contingency in the amount of \$368,500.00, for a total amount \$4,053,500.00. Further, that City Council authorize the Mayo the contract and take all actions necessary to complete the p Grover C. Robinson, IV	Birkshire a base bid ), plus a 10% of or to execute
	Attachments:	ITB #20-045 Bid Tabulation	
		ITB #20-045 Final Vendor List	
6.	<u>20-00341</u>	APPOINTMENT - AREA HOUSING COMMISSION	
	Recommendation:	to fill an unexpired term ending October 31, 2020.	Commission
	Sponsors:	Jewel Cannada-Wynn	
	Attachments:	Nomination Forms - Taran Black	
		Application of Interest - Taran Black	
		<u>Resume - Taran Black</u>	
		<u>Ballot</u>	

7.	<u>20-00342</u>	APPOINTMENT - URBAN CORE REDEVELOPMENT BOARD
	Recommendation:	That City Council appoint a resident, owner or operator of a business in the Waterfront Area to fill an unexpired term of three (3) years, ending March 31, 2023.
	Sponsors:	Jewel Cannada-Wynn
	Attachments:	<u>Member List</u>
		Nomination Forms - Spencer Leeper
		Application of Interest - Spencer Bryce Leeper
		<u>Ballot.pdf</u>
8.	<u>20-00343</u>	APPOINTMENTS - ZONING BOARD OF ADJUSTMENT
	Recommendation:	property owners of the City to the Zoning Board of Adjustment for a term of three (3) years, expiring July 14, 2023.
	Sponsors:	Jewel Cannada-Wynn
	Attachments:	<u>Member List</u>
		Application of Interest - Christopher J Lonergan
		Application of Interest - Clayton Taylor
		Application of Interest - Boyce T White
		<u>Ballot</u>
9.	<u>20-00354</u>	NAMING OF HITZMAN-OPTIMIST PARK DISC GOLF COURSE, HOLE NUMBER ONE, IN MEMORY OF MATTHEW BRAZIL.
	Recommendation:	That City Council approve the naming of Hitzman-Optimist Park Disc Golf Course, Hole Number One, in memory of Matthew Brazil.
	Sponsors:	Jared Moore, P.C. Wu
	Attachments:	20-06-18 Minutes Parks and Recreation Board Unapproved
		<u>20-06-18 New Bus - Hitzman Disc Golf Naming</u>
10.	<u>20-00358</u>	DEDICATION OF CORDOVA SQUARE PARK BENCH IN MEMORY OF SAMUEL W. BEARMAN.
	Recommendation:	That City Council approve the dedication of either a park bench or swing to be located on the east end of Cordova Square in memory of Samuel W. Bearman.
	Sponsors:	Ann Hill, Jared Moore
	Attachments:	20-06-18 Minutes Parks and Recreation Board Unapproved
		20-06-18 New Bus - Cordova Park Bench naming

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11.	<u>20-00371</u>	REFERRAL TO PLANNING BOARD - PROPOSED AMENDMEN SECTION 12-6-4 OF THE LAND DEVELOPMENT CODE (LDC)	TS TO
	Recommendation:	That City Council approve sending various amendments to Sec 12-6-4 of the LDC to the Planning Board for review and recom	
	Sponsors:	Sherri Myers	
	Attachments:	Proposed Tree ordinance amendment 12-6-4 - Myers	
12.	<u>20-00312</u>	FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) 9TH / BRIDGE LIGHTING MAINTENANCE AGREEMENT	AVENUE
	Recommendation:	Agreement FPID ID #437178-1 between the City of Pensacola Florida Department of Transportation (FDOT) associated with t installation of new LED street/pedestrian lighting for the new br constructed on 9th Avenue over Carpenters Creek.	and the the
	Sponsors:	Grover C. Robinson, IV	
	Attachments:	Carpenters Creek Bridge Lighting Maintenance Agreement	
		<u>43717815201-PLANS-01-ROADWAY</u>	
		43717815201- PLAN AND ELEVATION	

## **REVIEW OF REGULAR AGENDA ITEMS (Sponsor)**

 13. <u>20-00319</u> PUBLIC HEARING: REQUEST TO VACATE ALLEYWAY - BLOCK 61, EAST PENSACOLA HEIGHTS
 *Recommendation:* That City Council conduct a public hearing on July 16, 2020, to consider the request to vacate the alleyway located in Block 61, East Pensacola Heights.
 *Sponsors:* Grover C. Robinson, IV
 *Attachments:* Vacation of Right of Way Application Planning Board Minutes June 9 2020 DRAFT Proposed Ordinance No. 31-20

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14.	<u>31-20</u>	PROPOSED ORDINANCE NO. 31-20 - VACATION OF ALLEYWAY BLOCK 61, EAST PENSACOLA HEIGHTS	′ -
	Recommendation:	That City Council approve Proposed Ordinance No. reading.	31-20 on first
		AN ORDINANCE CLOSING, ABANDONING VACATING A PORTION OF THE ALLEYWAY LC IN BLOCK 61, EAST PENSACOLA; IN PENS ESCAMBIA COUNTY, STATE OF FLORIDA; PRO FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.	ACOLA, VIDING
	Sponsors:	Grover C. Robinson, IV	
	Attachments:	Vacation of Right of Way Application	
		Planning Board Minutes June 9 2020 Draft	
		Proposed Ordinance No. 31-20	
15.	<u>20-00333</u>	PUBLIC HEARING - ADOPTION OF AMENDMENTS TO THE COMPREHENSIVE PLAN - FUTURE LAND USE ELEMENT	
	Recommendation:	That City Council conduct the second required public hearing on 2020 to adopt proposed amendments to the Comprehensive Plan Future Land Use Element.	•
	Sponsors:	Grover C. Robinson, IV	
	Attachments:	Proposed Ordinance No. 12-20, as revised	
		Planning Board Minutes January 14, 2020	
16.	<u>12-20</u>	PROPOSED ORDINANCE NO. 12-20 - PROPOSED AMENDMENT THE COMPREHENSIVE PLAN - FUTURE LAND USE ELEMENT	'S TO
	Recommendation:	That City Council adopt Proposed Ordinance No. 12- reading.	20 on second
		AN ORDINANCE APPROVING FOR ADOPTION, FOLI REQUIRED STATUTORY REVIEW PROCESS BY THE FLORIDA, AMENDMENTS TO THE COMPREHENSIVE P CITY OF PENSACOLA, FLORIDA, FUTURE LAND US REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.	STATE OF
	Sponsors:	Grover C. Robinson, IV	
	Attachments:	<u>REVISED Proposed Ordinance No. 12-20</u> <u>Proposed Ordinance No. 12-20</u> Planning Board Minutes January 14, 2020	

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17.	<u>20-00334</u>	PUBLIC HEARING - ADOPTION OF AMENDMENTS TO THE COMPREHENSIVE PLAN AND ADOPTION OF THE CURRENT LAND USE MAP	FUTURE
	Recommendation:	the adoption of Amendments to the Comprehensive Plan and a Current Future Land Use Map as an exhibit to the Comprehens	adopt the
	Sponsors:	Grover C. Robinson, IV	
	Attachments:	Proposed Ordinance No. 35-20	
		Exhibit A - Proposed Comprehensive Plan	
		Exhibit B - Current Future Land Use Map	
		2011 Comprehensive Plan for the City of Pensacola	
		April 9, 2019 Planning Board Minutes	
		July 9, 2019 Planning Board Minutes	
18.	<u>35-20</u>	PROPOSED ORDINANCE NO. 35-20 - ADOPTING AMENDMEN THE COMPREHENSIVE PLAN AND ADOPTING THE CURRENT LAND USE MAP	-
	Recommendation:	That City Council approve Proposed Ordinance No. reading.	35-20 on first
		COMPREHENSIVE PLAN AND ADOPTING CURRENT FUTURE LAND USE MAP OF THE	-
	Sponsors:	Grover C. Robinson, IV	
	Attachments:	Proposed Ordinance No. 35-20	
		Exhibit A - Proposed Comprehensive Plan	
		Exhibit B - Current Future Land Use Map	
		2011 Comprehensive Plan for the City of Pensacola	
		April 9, 2019 Planning Board Minutes	
		July 9, 2019 Planning Board Minutes	

#### **19.** <u>20-00325</u> TENTATIVE MILLAGE RATE - FISCAL YEAR 2021

**Recommendation:** That City Council set the tentative Fiscal Year 2021 millage rate for the City of Pensacola at 4.2895 mils and for the Downtown Improvement District at 2.0000 mils and authorize the Mayor to set final levies in compliance with the new property tax reform regulations. Further, that the Mayor may administratively adjust the final adopted millage rate upon receipt of the final valuation if the City's final current year gross taxable value is reduced by more than 1%. Finally, that the first public hearing on the Fiscal Year 2021 millage rates be held on September 9, 2020, at 5:30 p.m. in Council Chambers.

Sponsors: Grover C. Robinson, IV

Attachments: Fiscal Year 2021 Taxable Value Estimates

- **20.** <u>20-00172</u> REQUEST FOR CITY ATTORNEY LEGAL OPINION CHARTER AMENDMENT PROCESS
  - *Recommendation:* That the City Council ask the City Attorney to provide a legal opinion addressing three (3) issues:

First, does the language within the City of Pensacola Charter Section - Consistency - which states, "Except as additionally provided 8.02(c) herein, the method for Charter amendments shall be consistent with State potentially impose additional charter amendment Law," process requirements which may be inconsistent with Florida law; Second, to determine if the second sentence in the Charter Section 8.02.(b) Initiation by Petition that reads - "Each petition proposing amendments to this Charter shall be commenced in the same manner as an ordinance proposed by initiative in Article VII of this Charter." - is preempted by Section 166.031 Charter Amendments, Florida Statutes. Finally, does the language in Section 8.02(b) impose any limitations that may be contrary to state law.

Sponsors: Sherri Myers

21.20-00322SANDSPUR DEVELOPMENT, LLC GROUND LEASE AND DEVELOPMENT AGREEMENT AMENDMENT NUMBER 1		
	Recommendation:	<ul> <li>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.</li> </ul>
	Sponsors:	Grover C. Robinson, IV
	Attachments:	Sandspur Amendment No. 1
22.	<u>20-00283</u>	PENSACOLA INTERNATIONAL AIRPORT - FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT NO. 435717-5-94-01
	Recommendation:	That City Council approve and authorize the Mayor to execute the acceptance of the Florida Department of Transportation (FDOT) Public Transportation Grant Agreement No. 435717-5-94-01 in the amount of \$84,600 to aid in funding a portion of the Remain-Overnight Apron project at the Pensacola International Airport. Further, that City Council authorize the Mayor to take all actions necessary relating to the finalization of the grant.
	Sponsors:	Grover C. Robinson, IV
	Attachments:	<u>Grant Agreement 435717-5-94-01</u>
		Resolution No. 2020-16

23. 2020-16 RESOLUTION NO. 2020-16 - FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT -RELOCATION OF HELICOPTER OPERATIONS AT THE PENSACOLA INTERNATIONAL AIRPORT

*Recommendation:* That City Council approve Resolution No. 2020-16.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE A PUBLIC TRANSPORTATION GRANT AGREEMENT FINANCIAL PROJECT 435717-5-94-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR RELOCATION OF HELICOPTER OPERATIONS AT PENSACOLA INTERNATIONAL AIRPORT; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: <u>Resolution No. 2020-16</u> Grant Agreement 435717-5-94-01

- 24. <u>20-00309</u> AIRPORT STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AMENDMENT TO THE PUBLIC TRANSPORTATION AGREEMENT 441494-2-94-01
  - Recommendation:That City Council authorize the Mayor to accept and execute the State of<br/>Florida Department of Transportation Amendment to the Public<br/>Transportation Grant Agreement Financial Project 441494-2-94-01 in the<br/>amount of \$34,000,000 for Pensacola International Airport Facilities<br/>Development related to the MRO expansion. Further, that City Council<br/>approve the grant resolution and authorize the Mayor or his designee to<br/>take all actions necessary related to the finalization of the grant<br/>amendment.Sponsors:Grover C. Robinson, IV

 Attachments:
 State of Florida Department of Transportation Amendment to the Pul

 Resolution No. 2020-18

25. 2020-18 RESOLUTION NO. 2020-18 - STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AMENDMENT TO THE PUBLIC TRANSPORTATION AGREEMENT 441494-2-94-01

*Recommendation:* That City Council adopt Resolution No. 2020-18.

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

Sponsors: Grover C. Robinson, IV

 Attachments:
 Resolution No. 2020-18

 State of Florida Department of Transportation Amendment to the Pul

- 26. <u>20-00321</u> REQUEST FOR LICENSE TO USE RIGHT OF WAY 2110 LAKEVIEW AVENUE
  - *Recommendation:* That City Council consider the request for a License to Use Right of Way for a fence at 2110 Lakeview Avenue.

Sponsors: Grover C. Robinson, IV

Attachments: <u>License to Use Right of Way Application</u> Planning Board Minutes June 9 2020 DRAFT

27.2020-21RESOLUTION NO. 2020-21 - ENCOURAGING THE ESCAMBIA COUNTY<br/>BOARD OF COUNTY COMMISSIONERS TO PASS LEGISLATION<br/>REQUIRING THE WEARING OF FACE COVERING IN PUBLIC SETTINGS

*Recommendation:* That City Council adopt Resolution No. 2020-21:

Α RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, **FLORIDA** RESPECTFULLY **ENCOURAGING** THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSION TO PASS LEGISLATION REQUIRING THE WEARING OF FACE COVERINGS WITHIN THE COUNTY WHILE IN PUBLIC SETTINGS; PROVIDING AN EFFECTIVE DATE.

Sponsors: Jewel Cannada-Wynn

Attachments: <u>Resolution No. 2020-21</u>

28. <u>34-20</u> PROPOSED ORDINANCE NO. 34-20 - CREATING SECTION 2-3-5 OF THE CODE OF THE CITY OF PENSACOLA, RELATED TO THE DISPOSITION OF SENSITIVE PROPERTIES

*Recommendation:* That City Council approve Proposed Ordinance No. 34-20 on first reading:

ORDINANCE CREATING SECTION 2-3-5 OF THE AN CODE OF THE CITY OF PENSACOLA. FLORIDA. TO THE PRESERVATION OF RELATED SENSITIVE CITY-OWNED PROPERTIES; PROVIDING FOR ASSESSMENT OF HISTORICAL. ARCHAEOLOGICAL. ARCHITECTURAL, AND ENVIRONMENTAL CHARACTERISTICS OF REAL PROPERTY PRIOR TO DISPOSITION: PROVIDING FOR PUBLIC HEARING PRIOR TO DISPOSITION OF SENSITIVE PROPERTIES; PROVIDING FOR SEVERABILITY: REPEALING CLAUSE: PROVIDING AN EFFECTIVE DATE

Sponsors: Grover C. Robinson, IV

Attachments: Proposed Ordinance No. 34-20

- 29. <u>37-20</u> PROPOSED ORDINANCE NO. 37-20, CLOSING, ABANDONING AND VACATING A UTILITY EASEMENT ALONG A VACATED PORTION OF BAY BOULEVARD
  - *Recommendation:* That City Council approve Proposed Ordinance No. 37-20 on first reading:

AN ORDINANCE CLOSING, ABANDONING AND VACATING A UTILITY EASEMENT ALONG A VACATED PORTION OF BAY BOULEVARD IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Jewel Cannada-Wynn

 Attachments:
 Proposed Ordinance No. 37-20

 ECUA Inman Termination of Easement -1010 Bay Blvd 5-20-20

 Gulf Power Recorded Doc 5-4-2020 Release of easement Lots 9-12

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30.	[	PROPOSED ORDINANCE NO. 14-20 - ADOPTING THE FLORID DEPARTMENT OF ENVIRONMENTAL PROTECTION'S MODEL FLORIDA-FRIENDLY USE OF FERTILIZER	
	Recommendation:	That the City Council adopt Proposed Ordinance No. 14-20 on reading.	second
	Sponsors:	AN ORDINANCE CREATING CHAPTER 7-12 OF THE CODE CITY OF PENSACOLA, FLORIDA, REGULATING TO THE COMMERCIAL APPLICATION OF FERTILIZER FOR THE PRO OF LOCAL WATER BODIES; PROVIDING FOR SEVERABILIT REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DAT Grover C. Robinson, IV	OTECTION TY;
	Attachments:	Proposed Ordinance No. 14-20	
31.		PROPOSED ORDINANCE NO. 22-20: REQUEST TO VACATE R VAY - 16TH AVENUE	IGHT OF
	Recommendation:	That City Council adopt Proposed Ordinance No. 2 reading.	2-20 on second
		AN ORDINANCE CLOSING, ABANDONING AND PORTION OF 16TH AVENUE IN PENSACOLA, ESCAI STATE OF FLORIDA; PROVIDING FOR SEVERABILIT CLAUSE; AND PROVIDING AN EFFECTIVE DATE.	
	Sponsors:	Grover C. Robinson, IV	
	Attachments:	Proposed Ordinance No. 22-20	
		Vacation of Right of Way Application	
		<u>Planning Board Minutes May 12 2020 DRAFT</u>	

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32.		PROPOSED ORDINANCE NO. 23-20 - REQUEST FOR FUTUR USE AMENDMENT - 1421 SONIA STREET	E LAND
	Recommendation:	That City Council adopt Proposed Ordinance No. 23-20 on sec reading:	cond
	Sponsors:	AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, F PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PI AN EFFECTIVE DATE. Grover C. Robinson, IV	LORIDA;
	Attachments:	Proposed Ordinance No. 23-20 Planning Reard Recently Applied to P	
		<u>Planning Board Rezoning Application</u> Planning Board Minutes May 12 2020 DRAFT	
		Future Land Use Map May 2020	
33.		PROPOSED ORDINANCE NO. 24-20 - REQUEST FOR ZONINC AMENDMENT - 1421 SONIA STREET	6 MAP
	Recommendation:	That City Council adopt Proposed Ordinance No. 24-20 on sec reading:	cond
		AN ORDINANCE AMENDING THE ZONING CLASSIFICATIC CERTAIN PROPERTY PURSUANT TO AND CONSISTENT V COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; A THE ZONING MAP OF THE CITY OF PENSACOLA; REPEAL CLAUSE AND EFFECTIVE DATE.	VITH THE MENDING
	Sponsors:	Grover C. Robinson, IV	
	Attachments:	Proposed Ordinance No. 24-20	
		Planning Board Rezoning Application	
		Planning Board Minutes May 12 2020 DRAFT	
		Zoning Map May 2020	

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34.	ı	PROPOSED ORDINANCE NO. 25-20 - REQUEST FOR FUTURE JSE MAP AMENDMENT - 1700 BLK LANSING DRIVE	
	Recommendation:	That City Council adopt Proposed Ordinance No. 25-20 on sec reading:	ond
	Sponsors:	AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FI PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PR AN EFFECTIVE DATE. Grover C. Robinson, IV	LORIDA;
	Attachments:	Proposed Ordinance No. 25-20	
		Planning Board Rezoning Application	
		Planning Board Minutes May 12 2020 DRAFT	
		Future Land Use Map May 2020	
35.		PROPOSED ORDINANCE NO. 26-20 - REQUEST FOR ZONING AMENDMENT - 1700 BLK LANSING DRIVE	MAP
	Recommendation:	That City Council adopt Proposed Ordinance No. 26-20 on sec reading:	ond
		AN ORDINANCE AMENDING THE ZONING CLASSIFICATION CERTAIN PROPERTY PURSUANT TO AND CONSISTENT W COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AN THE ZONING MAP OF THE CITY OF PENSACOLA; REPEAL CLAUSE AND EFFECTIVE DATE.	/ITH THE MENDING
	Sponsors:	Grover C. Robinson, IV	
	Attachments:	Proposed Ordinance No. 26-20	
		Planning Board Rezoning Application	
		Planning Board Minutes May 12 2020 DRAFT	
		Zoning Map May 2020	

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36.		PROPOSED ORDINANCE NO. 27-20 - PROPOSED AMENDMEN THE LAND DEVELOPMENT CODE - CITY CODE SECTION 12-2 VACATION OF STREETS, ALLEYS, SECTION 12-12-7, LICENSE RIGHT OF WAY, SECTION 12-13-2 VARIANCES, AND SECTION APPLICATION DEADLINES	2-4, E TO USE
	Recommendation:	<ul> <li>That City Council adopt Proposed Ordinance No. 2 reading.</li> <li>AN ORDINANCE AMENDING SECTION 12-2-4, N STREETS, ALLEYS, SECTION 12-12-7, LICENSE TO L WAY, SECTION 12-13-2 VARIANCES, AND SECTION DEADLINES; PROVIDING FOR REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.</li> </ul>	/ACATION OF JSE RIGHT OF
	Sponsors:	Grover C. Robinson, IV	
	Attachments:	<u>Proposed Ordinance No. 27-20</u> Planning Board Minutes May 12 2020 DRAFT	

## FOR DISCUSSION

## CONSIDERATION OF ANY ADD-ON ITEMS

## READING OF ITEMS FOR COUNCIL AGENDA

## COMMUNICATIONS

City Administrator's Communication

**City Attorney's Communication** 

**City Council Communication** 

## ADJOURNMENT

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

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



File #: 20-00296

City Council

7/16/2020

## PRESENTATION ITEM

FROM: City Council President Jewel Cannada-Wynn

## SUBJECT:

PRESENTATION: FLORIDA-ALABAMA TPO ORIENTATION

#### REQUEST:

That City Council receive a presentation from Austin Mount, Chief Executive Officer of Emerald Coast Regional Council regarding a TPO Orientation.

#### SUMMARY:

This presentation will give an orientation of the TPO, its role and process.

## PRIOR ACTION:

None

## STAFF CONTACT:

Don Kraher, Council Executive

#### ATTACHMENTS:

1) None

PRESENTATION: Yes



File #: 20-00360

City Council

7/16/2020

#### PRESENTATION ITEM

**FROM:** City Council President Jewel Cannada-Wynn

## SUBJECT:

PRESENTATION FROM ANDREW ROTHFEDER WITH UPDATE ON THE WEST MAIN PROJECT

#### REQUEST:

That City Council receive a presentation from Andrew Rothfeder providing an update on the West Main Project.

#### SUMMARY:

The West Main Project includes undeveloped parcels at the Maritime Park as well as the 19 acres, formerly the Main Street Wastewater Treatment Plant.

This presentation provides an update on the Project.

## PRIOR ACTION:

March 26, 2020 - City Council authorized the Mayor to execute an Addendum to the Option Agreement between the City of Pensacola and Studer Properties, LLP extending the Option Term twelve (12) months to March 31, 2021.

October 11, 2018 - City Council authorized the Mayor to execute an option agreement with Studer Properties, LLP through the Direct Negotiation Option for lots 3, 4, 5, 6, 7, 8 and 9 of the Community Maritime Park (CMP)

## STAFF CONTACT:

Don Kraher, Council Executive

#### ATTACHMENTS:

None

## **PRESENTATION:** Yes



File #: 20-00311

City Council

7/16/2020

#### LEGISLATIVE ACTION ITEM

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

SUBJECT:

PORT OF PENSACOLA - OFFSHORE INLAND MARINE LEASE AMENDMENT NO. 3

#### **RECOMMENDATION:**

That City Council approve and authorize the Mayor to execute Lease Amendment #3 between the City of Pensacola and Offshore Inland Marine & Oilfield Services. Further, that City Council authorize the Mayor to take all actions necessary to administer the amended Lease Agreement.

#### **HEARING REQUIRED:** No Hearing Required

#### SUMMARY:

Offshore Inland Marine & Oilfield Services (OIMO) has been a lease tenant of the Port of Pensacola since May 1, 2010. Prior to that, the company had been doing business at the Port under a Short-Term Operating Agreement since October 2009. Under the terms of their lease with the Port, OIMO operates an offshore and subsea vessel services center out of Port Warehouse #1.

To take advantage of the new regional familiarity with the term MRO as it relates to the aviation sector, Staff has recently rebranded OIMO's Pensacola facility as a marine maintenance, repair, and overhaul (MMRO) center, explaining that the work OIMO does on ships is essentially the same types of work VT-MAE / ST Aerospace does on aircraft.

OIMO's current lease expires on April 30, 2024. OIMO's largest client, Blue Origin (owner of the large vessel currently in port and being retrofitted into a recoverable rocket landing platform), is currently planning and signing vessel homeporting and maintenance contracts that extend well beyond that date. To be considered for those contracts, OIMO needs to be able to attest to the availability of this location beyond April 30, 2024.

For that reason, OIMO has requested, and staff supports Amendment #3 to the Lease Agreement, which would allow for a maximum of four (4) additional five-year (5-year) mutual option renewals.

There have been no complaints involving any aspect of OIMO's operations at the Port since early 2014, and the company has had no environmental or OSHA compliance issues. OIMO's operations do not create any truck or rail traffic. Further, OIMO is current on all lease payments (they have prepaid all their rent through December 2020) and has fulfilled all other obligations of their existing

Lease Agreement as amended.

Since its inception, OIMO's business activities at the Port have accounted for \$5.3 million in total revenue to the Port. Additionally, the Port received a \$2 million State of Florida economic development grant for construction of warehouse improvements to support Offshore Inland's relocation from Alabama to Florida.

#### PRIOR ACTION:

April 22, 2010 - Council approval of Lease Agreement

May 11, 2017 - Council approval of Lease Amendment #1

November 9, 2017 - Council approval of Lease Amendment #2

#### FUNDING:

N/A

## FINANCIAL IMPACT:

Approval of Lease Amendment 3 will secure continued revenue to the Port into the future (current average annual revenue = \$530,000).

#### CITY ATTORNEY REVIEW: Yes

6/22/2020

#### STAFF CONTACT:

Keith Wilkins, City Administrator Richard Barker, Jr., Deputy City Administrator - Administration & Enterprise Amy Miller, Port Director

#### ATTACHMENTS:

1) Proposed Amendment #3

#### PRESENTATION: No

#### AMENDMENT NO. 3 TO LEASE AGREEMENT

THIS AMENDMENT NO. 3 ("Amendment 3") to the Lease Agreement for leased premises in Warehouse 1 located at the City of Pensacola Port of Pensacola ("Port") dated June 17, 2010 ("Original Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Pensacola ("City," "Lessor" or "Port") and Offshore Inland Marine & Oilfield Services, Inc. ("OIMO," "Offshore Inland" or "Lessee").

Recitals:

WHEREAS, City and Lessee entered into the Original Agreement on June 17, 2010, incorporated herein by this reference, to lease space in the southern half (1/2) of Warehouse 1 and associated berth apron and open storage area located at the Port for the purposes described therein; and

WHEREAS, the Original Agreement has since been twice amended by Amendment No. 1 dated June 1, 2017, and by Amendment No. 2 dated January 19, 2018, both Amendments incorporated herein by this reference; and

WHEREAS, the Lease Agreement as amended required Lessor to complete improvements to the unleased northern half (1/2) of Warehouse 1, which improvements have been completed; and

WHEREAS, the Lease Agreement as amended required Lessee to take under lease the northern half (1/2) of Warehouse 1 upon completion of the specified improvements, which Lessee has done; and

WHEREAS, Lessee has fulfilled its obligations with respect to repayment of outstanding debts owed to the Port as outlined in Amendments 1 and 2; and

WHEREAS, the parties desire to continue their mutually beneficial relationship beyond the term of the Lease Agreement as amended;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed that the Lease Agreement as amended shall be further amended as follows:

- 1. The Recitals above are true and correct and are hereby incorporated as a material part to this Amendment No. 3.
- 2. Section 2 of the Lease Agreement shall be amended by adding section 2(h) as follows:

(h) Extension of Lease. Upon the conclusion of the Third (3<sup>rd</sup>) Renewal Term on April 30, 2024, provided all parties have met all terms and conditions of the Lease Agreement, this Lease Agreement may be extended for four (4) additional five-year (5-year) terms (4<sup>th</sup> Renewal Term through 7<sup>th</sup> Renewal Term) commencing May 1, 2024. Each extension shall occur unless either party hereto provides the other party with a written Notice of Non-Renewal no less than one hundred eighty (180) calendar days prior to the renewal date, subject to the provisions of Section 3b of the Lease Agreement as amended.

3. Section 2(f) shall be amended to read:

(f) Renewal & Extension Terms and Conditions. For each Renewal or Extension, all terms and conditions of the Lease Agreement shall remain in full force and effect except that all Rent amounts specified in Paragraph 6 of this Lease shall be adjusted annually in accordance with the CPI adjustment formula set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

- 4. Section 3(b) shall be extended to apply to Renewal Terms 3 through 7.
- 5. Exhibit A CONSUMER PRICE INDEX shall be amended so that the first (1<sup>st</sup>) sentence reads as follows with the remainder of the Exhibit remaining unchanged:

Annual rent adjustments shall be calculated in accordance with the Consumer Price Index (CPI) formula and shall be capped at a maximum annual increase of two percent (2%).

6. The remainder of the Original Lease Agreement as amended shall remain in full force and effect.

## [THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 to the Original Agreement.

## CITY OF PENSACOLA, FLORIDA

#### **OFFSHORE INLAND & MARINE OILFIELD SERVICES, INC.**

Mayor Grover C. Robinson IV

Attest:

By\_\_\_\_\_

President

City Clerk, Ericka L. Burnett

Attest:

By:\_\_\_\_\_

Corporate Secretary

(SEAL)

Witnesses: \_\_\_\_\_

(sign)

(print)

Witnesses: \_\_\_\_

(sign)

(print)

Legal in form and valid as drawn:

Approved As To Substance:

City Attorney

Department Director/Division Head



File #: 20-00317

City Council

7/16/2020

#### LEGISLATIVE ACTION ITEM

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

#### SUBJECT:

INTERLOCAL AGREEMENT FOR USE OF THE ESCAMBIA COUNTY RAYMOND RIDDLE PARK BY THE CITY OF PENSACOLA BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE CITY OF PENSACOLA, FLORIDA

#### **RECOMMENDATION:**

That City Council approve an Interlocal Agreement with Escambia County, Florida for the use of Raymond Riddle Park for the City's athletic programs at no additional costs to the City. Further, that City Council authorize the Mayor to take all actions necessary to execute the Interlocal Agreement.

#### **HEARING REQUIRED:** No Hearing Required

#### SUMMARY:

On May 16, 2019, City Council approved an Interlocal Agreement with Escambia County for the use of Raymond Riddle Park for the City's athletic programs that were partially residing at Bill Gregory Park due to the loss of one ballfield following completion of renovations, and the demand for programs in that area.

The Interlocal Agreement allowed the City to continue to administer athletic programs that had been moved due to the loss of one ballfield at Bill Gregory Park. Therefore, based on the demand for programs in that area, the County has agreed to allow the City to continue to use the Raymond Riddle Park. The agreement for the use of Raymond Riddle Park is for a one-year term.

#### PRIOR ACTION:

March 8, 2018 - City Council approved an Interlocal Agreement with Escambia County, Florida, for the use of Raymond Riddle Park for the City's athletic programs while Bill Gregory was undergoing renovations.

May 16, 2019 - City Council approved an Interlocal Agreement with Escambia County, Florida, for the use of Raymond Riddle Park for the City's athletic programs based on the demand for programs in that area and the loss of one ballfield at Bill Gregory.

## FUNDING:

N/A

## FINANCIAL IMPACT:

None

## CITY ATTORNEY REVIEW: Yes

6/30/2020

## STAFF CONTACT:

Keith Wilkins, City Administrator Kerrith Fiddler, Deputy City Administrator - Community Development Brian Cooper, Parks and Recreation Director

#### ATTACHMENTS:

1) Raymond Riddle Park Interlocal Agreement

## PRESENTATION: No

#### STATE OF FLORIDA COUNTY OF ESCAMBIA

#### INTERLOCAL AGREEMENT FOR USE OF THE RAYMOND RIDDLE PARK BY THE CITY OF PENSACOLA BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE CITY OF PENSACOLA, FLORIDA

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as the "City") with administrative offices at 222 West Main St., Pensacola, Florida 32502 (at times referred to as "party" or "parties" or "agency" or "agencies").

#### WITNESSETH:

WHEREAS, the parties have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, the parties are authorized by §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, Escambia County owns certain real property located at 1704 North "W" Street, Pensacola, Florida, 32505 (hereinafter referred to as the "Property"); and

WHEREAS, the Property is currently developed and operated by the County as Raymond Riddle Park, for use by the citizens of Escambia County and by citizens of the City of Pensacola, Florida for recreational purposes; and

WHEREAS, the County desires to allow access and use of the Property by the City during such times as mutually agreed upon by the parties for continued benefit of its citizens; and

WHEREAS, the parties have determined that it is in the best interest of the health, safety, and welfare of the citizens of both the incorporated and unincorporated areas of Escambia County that the City and County enter into this agreement for joint use of the Property and for payment by the City of certain costs as provided herein.

**NOW THEREFORE,** for and in consideration of the mutual covenants contained herein and the mutual benefits each unto the other, and for other good and valuable consideration, the parties to this Agreement hereby agree as follows:

#### <u>Article 1</u> Purpose

- 1.1 The recitals contained in the Preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
- 1.2 Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the parties will establish a framework for use of the Property and for payment of certain costs for recreational purposes.

#### <u>Article 2</u> <u>Responsibilities of the Parties</u>

- 2.1 The County agrees to allow use and access of the Property by the City of Pensacola Parks and Recreation Department for various youth and adult programs, including but not limited to, baseball, t-ball, soccer, and kickball programs for a term not to exceed one year, unless extended by amendment as provided in paragraph 3.1.
- 2.2 The City agrees that the Property will, at all times, remain available for use by other citizens and community organizations for activities which do not interfere with the City's scheduled activities.
- 2.3 The City agrees that during the term of this Agreement, the City will administer various athletic programs at the Property for the public's benefit and will organize team athletic events in accordance with the terms of this Agreement.
- 2.4 The City may charge a fee for participation in its events and programs, provided, however, that any fee charged cannot exceed anticipated expenses directly associated with its programs.
- 2.5 The City shall be responsible for all field preparation during its use of the Property, including but not limited to, chalking, dragging, paint lining, adding clay/dirt/sand, and otherwise preparing fields for athletic play.
- 2.6 The City shall be responsible for payment of all monthly utilities during its use of the Property, including but not limited to, water, gas, electric, telephone, sewage, garbage disposal, janitorial, safety equipment, and any other utility bills related to the Property during the term of the Agreement.

- 2.7 The City shall maintain and clean the premises in a safe and orderly condition, normal wear and tear excepted, including but not limited to grounds maintenance, facility maintenance, and fence maintenance.
- 2.8 In the event it is determined that damage to the Property has occurred due to abuse or misuse by the City, the City shall be responsible for the necessary repair and must return the Property to its pre-damaged condition.
- 2.9 The City shall notify the County as soon as possible of any structural or maintenance issues occurring on the Property.
- 2.10 At all times mutually agreeable to the parties, the City shall be allowed access and use of the Property for recreational purposes.
- 2.11 Revenue and income derived from the activities of the City or its recreational programs at the property during the term of this Agreement are the exclusive property of the City.
- 2.12 The City agrees to provide the County with a complete inventory of its equipment and any personal property that is stored at the Property. All equipment or other personal property of the City, which has been placed or maintained at the Property, is at the sole risk of the City. Any City equipment or personal property not removed from the Property within sixty (60) days after termination of the Agreement becomes the exclusive property of the County without recourse.
- 2.13 The City may maintain a concession activity for food and drink at the Property during the term of this Agreement as long as the City complies with all applicable County ordinances and local and state health regulations. No alcoholic beverages are allowed. Income derived from the City's concession activities shall remain the exclusive property of the City. The City is responsible for all repairs, maintenance, and certification of all concession equipment owned by either the City or any of its contracted concessioners.
- 2.14 The City will perform necessary background checks on all coaches or other individuals involved in its recreational programming as required by law.
- 2.15 The City agrees to provide the County with a monthly calendar of events to include dates of league play and other scheduled programs or activities occurring at the Property during the term of this Agreement.

2.16 The City agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The City shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services or allow participation in programs provided by the City.

#### <u>Article 3</u> General Provisions

- 3.1 <u>Term</u>: This agreement shall commence on the Effective Date, as provided in paragraph 3.15, and continue for a term of one year, unless otherwise terminated as provided herein. No less than ninety (90) days before the expiration of this Agreement the Parties shall review the progress and analyze the success of the Agreement for consideration to extend the term by written amendment to the Agreement.
- 3.2 <u>Termination</u>: This Agreement may be terminated by either party for cause or for convenience. Either party may exercise its right of termination for convenience by furnishing to the other party written notice of its election to do so. The termination of convenience shall be effective thirty (30) days following the date of the receipt of such notice.
- 3.3 <u>Liability</u>: The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The City agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County and further agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, Florida, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the City and further agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or the County and nothing herein shall be construed as consent by the City or the County to be sued by third parties in any matter arising out of this Agreement.
- 3.4 <u>Insurance</u>: Each party shall insure its own interests through appropriate insurance policies or through a self-insurance program. This provision shall not be construed to prevent any claim or action which either party may have against the other.
- 3.5 <u>Records</u>: 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 may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

- 3.6 <u>Assignment</u>: This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.
- 3.7 <u>Headings</u>: 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.
- 3.8 <u>Survival</u>: All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.
- 3.9 <u>Interpretation</u>: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall 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 either 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, it shall immediately notify the other party and request clarification of the interpretation of this Agreement.
  - (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
- 3.10 <u>Severability</u>: 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 to be enforced as if this Agreement did not contain such invalid or unenforceable portion.

- 3.11 <u>Further Documents</u>: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.
- 3.12 <u>Governing Law</u>: 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 be in the County of Escambia.
- 3.13 <u>Notices</u>: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

<u>TO THE COUNTY</u>: Attn: Mr. Michael Rhodes Escambia County Parks and Recreation Dept. 1651 East Nine Mile Road Pensacola, FL 32514

County Administrator 221 Palafox Place, Suite 420 Post Office Box 1591 Pensacola, FL 32597

<u>TO THE CITY</u>: Attn: Mr. Brian Cooper City of Pensacola Parks and Recreation Dept. 222 West Main Street Pensacola, FL 32502

City Administrator City of Pensacola Post Office Box 12910 Pensacola, FL 32521

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

- 3.14 <u>No Waiver</u>: 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.
- 3.15 <u>Effective Date</u>: This agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida, through its Board of County Commissioners, signing by and through its duly authorized Chairman, and the City of Pensacola, signing by and through its Mayor.

Escambia County, Florida, a political Subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By:

Steven Barry, Chairman

ATTEST: WWWWWWWWW Deputy Clerk (SEAL AMBIA

Pam Childers Date: <u>5/12/2020</u> Clerk of the Circuit Court BCC Approved: <u>5/7/2</u>

City of Pensacola, a Florida Municipal Corporation

By: \_\_\_\_\_ Grover C. Robinson, IV, Mayor

ATTEST:

Date:

Ву: \_\_ City Clerk (SEAL)

Approved as to form and legal sufficiency.

By: <u>Matthew R. Shaud</u> Title: Assistant County Attorney Date: 4/16/2020



File #: 20-00323

City Council

7/16/2020

#### LEGISLATIVE ACTION ITEM

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

SUBJECT:

AWARD OF BID NO. 20-045 PENSACOLA INTERNATIONAL AIRPORT CUSTOMS AND BORDER PROTECTION GENERAL AVIATION FACILITY

#### **RECOMMENDATION:**

That City Council award Bid No. 20-045, Pensacola International Airport Customs and Border Protection General Aviation Facility, to Birkshire Johnstone, LLC, the lowest and most responsible bidder with a base bid of \$3,660,000.00, bid alternate 1 in the amount of \$25,000.00, plus a 10% contingency in the amount of \$368,500.00, for a total amount of \$4,053,500.00. Further, that City Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.

**HEARING REQUIRED:** No Hearing Required

#### SUMMARY:

Pensacola International Airport is designated as a Landing Rights Facility with the United States Customs and Border Protection Agency (CBP). As such, aircraft operators flying into the United States from international points of origin may request permission from CBP to land and clear Customs at Pensacola. Local CBP officers will come to the Airport from their downtown office and inspect aircraft and passengers on the parking apron itself. Over the last four years, an average of 77 aircraft and 447 individuals have done so on an annual basis. According to personnel with CBP, many more general aviation operators have requested to land at Pensacola but have been denied permission because of the lack of formal facilities and equipment.

Given the growth in the number of individuals requesting permission to land at Pensacola, CBP has indicated a requirement for a formal general aviation processing facility where they can have the equipment available to properly handle arriving flightcrew and passengers. The need for the facility was identified in the Master Plan. Without a facility, Customs and Border Protection would have to discontinue operations at Pensacola International Airport.

The siting and design portion of the project was awarded to RS&H under Work Orders 1 and 2. RS&H has designed these facilities at other airports. Under Work Order 1, RS&H provided predesign and programming services to establish the initial layout and size of the facility, along with how the facility would be placed at the Pensacola Airport. This official programming work was coordinated with CBP, and the final layout was approved by CBP accordingly.

Under Work Order 2, RS&H designed the facility itself, again coordinating with Customs and Border Protection during the preparation of the construction plans to ensure that the facility complied with CBP requirements.

Bid No. 20-045 for the construction was advertised on March 24, 2020. Seven bids were received and subsequently reviewed by RS&H as the design firm.

An application for the use of FAA grant funds has been submitted for this project. A notice-to-proceed for the work will not be issued until the award and execution of the grant.

#### PRIOR ACTION:

N/A

#### FUNDING:

Budget:	\$ 3,780,000	FAA Airport Improvement Program Funding
	<u>1,528,500</u>	Airport Capital Program Funding
	\$ 5,308,500	Total

Actual: \$ 608,942 Predesign/Programming/Design 3,660,000 Construction Base Bid 25,000 Construction Bid Alternate No. 1 368,500 Construction 10% Contingency <u>436,970</u> Construction Administration \$ 5,099,412 Total

## FINANCIAL IMPACT:

Funds were appropriated in the Airport's FY 2020 Capital Improvement Program and Federal Aviation Administration (FAA) Airport Improvement Program Funding for the construction of the Customs and Border Protection General Aviation Facility.

#### CITY ATTORNEY REVIEW: Yes

6/23/2020

## STAFF CONTACT:

Keith Wilkins, City Administrator Richard Barker, Jr., Deputy City Administrator - Administration & Enterprise Matt Coughlin, Airport Director

## ATTACHMENTS:

1) ITB #20-045 Bid Tabulation

# 2) ITB #20-045 Final Vendor List

## PRESENTATION: No

#### TABULATION OF BIDS

#### BID NO: 20-045 TITLE: GENERAL AVIATION FACILITY

OPENING DATE: May' 8, 2020	BIRK\$HIRE	EMERALD COAST	MORETTE	GSI CONSTRUCTION	WHITESELL-	LORD & SON	CUNNINGHAM	
OPENING TIME: 2:30 P.M.	JOHNSTONE, LLC	CONSTRUCTORS,	COMPANY	CORPORATION,	GREEN, INC.	CONSTRUCTION,	DELANEY	
		INC.		INC.		INC.	CONSTRUCTION, INC	
DEPARTMENT: Airport	Pensacola, FL	Pensacola, FL	Pensacola, FL	Pace, FL	Pensacola, FL	Fort Walton Beach, FL	Summerdale, AL	
Base Bid	\$3,660,000.00	\$4,000,000.00	\$4,034,492.16	\$4,039,100.00	\$4,311,432.00	\$4,493,908.60	\$4,500,000.00	
Additive Alternate 1	\$25,000.00	\$13,000.00	\$6,481.55	\$32,600.00	\$25,380.00	\$3,752.00	\$15,000.00	
Base Bid plus Add. Alt. 1	\$3,685,000.00	\$4,013,000.00	\$4,040,973.71	\$4,071,700.00	\$4,336,812.00	\$4,497,660.60	\$4,515,000.00	
Attended Pre-Bid	Yes	No	Yes	No	Yes	Yes	No	
			*******	*****	****	*********	*****	

#### FINAL VENDOR REFERENCE LIST GENERAL AVIATION FACILITY PENSACOLA INTERNATIONAL AIRPORT

A E NEW JR INC ALEXANDER CARL SELMON DBA ACSIII ANDALA ENTERPRISES INC BAROCO ELECTRIC CONSTRUCTION C BIGGS CONSTRUCTION COMPANY INC BILL MCBRIDE CONSTRUCTION LLC BIRKSHIRE JOHNSTONE LLC BLOOD HOUND LLC BLOOD HOUND LLC BLOWERS, BENJAMIN DBA INNOVIS USA LLC BOH BROTHERS CONSTRUCTION COMP LLC BOSS LADY CONCREATE CO LLC CHAVERS CONSTRUCTION INC CHICAGO BULLETPROOF CRUZ, SHAWN C DBA COASTAL PROPERTY PREPARATION LLC CUNNINGHAM DELANEY CONST LLC DEMOLITION PROS LLC	460 VAN PELT LANE 5443 BYRON ST APT C 641 BAYOU BOULEVARD P O BOX 17269 PO BOX 1552 320 WEST LLOYD STREET 507 E FAIRFIELD DR 750 PATRICKS PLACE 5540 LEESWAY BLVD 730 S TONTI STREET 3RD FLR 5801 CLEARWATER AVENUE 1795 DETROIT BLVD 2595 BOND STREET 5700 ALMAX COURT	PENSACOLA MILTON PENSACOLA PENSACOLA PENSACOLA PENSACOLA BROWNSBURG PENSACOLA NEW ORLEANS PENSACOLA PENSACOLA PENSACOLA UNIVERSITY PARK	FL FL FL FL FL FL FL FL	32505 32570 32503 32522 32591 32501 32503 46112 32504 70019 32505 32534	Y Y Y Y
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CUNNINGHAM DELANEY CONST LLC		PENSACOLA		32506	
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J2 ENGINEERING INC	2101 WEST GARDEN STREET	PENSACOLA			
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LORD & SON CONSTRUCTION INC	PO BOX 1808	FORT WALTON BEACH	FL	32549	
MCCORMICK, FRANK DBA MCCORMICK CONST & MGMT LLC	1153 LIONSGATE LANE	GULF BREEZE	FL	32563	
MCDELT, LLC	4675 BALMORAL DRIVE	PENSACOLA	FL	32504	Y
MORETTE COMPANY	P O BOX 13452	PENSACOLA	FL	32591	
PEN GULF INC	PO BOX 12916	PENSACOLA	FL	32591	Y
PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
POE, JAMIN DBA P3 CONSTRUCTION & ENERGY SOLUTIONS LLC	321 N DEVILLIERS ST STE 208	PENSACOLA	FL	32501	
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Vendors: 47



Memorandum

File #: 20-00341

**City Council** 

7/16/2020

### LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jewel Cannada-Wynn

### SUBJECT:

APPOINTMENT - AREA HOUSING COMMISSION

#### **RECOMMENDATION:**

That City Council appoint one individual to the Area Housing Commission to fill an unexpired term ending October 31, 2020.

### **HEARING REQUIRED:** No Hearing Required

#### SUMMARY:

The Area Housing Commission oversees the low income housing needs throughout the City and County. The Commission consists of five members. Two are appointed by City Council, two by the board of County Commissioners and one member appointed by the other four members.

The following has been nominated:

Taran Black Hill, Moore

### **PRIOR ACTION:**

City Council makes appointments to this commission every four years.

#### FUNDING:

Budget:	N/A
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Actual: N/A

### FINANCIAL IMPACT:

None.

# **STAFF CONTACT:**

Ericka L. Burnett, City Clerk

# ATTACHMENTS:

- 1) Nomination Forms Taran Black
- 2) Application of Interest Taran Black
- 3) Resume Taran Black
- 4) Ballot

PRESENTATION: No

CITY OF PENSAC	OLA, FLORIDA
NOMINATIO	N FORM
1. <u>Ann Hill</u> , do nomi <u>32503</u> (Home Address)	nate Tavan Black (Nominee) 850-529-4703 (Phone)
(Business Address)	(Phone)
(Email Address)	City Resident: YES NO Property Owner within the City: YES NO
for appointment by the City Council for the position of	f:
MEMB AREA HOUSING (Unexpired term end Provide a brief description of nominee's qualifications Taran Black has a master's degree in counseling, a backer of arts degree in pre-law. He would like to serve on the Are zealous advocate for both the city and county affordable he importance of finding a place to call home. Access to affor	COMMISSION ding 10/31/2020) S: lor's degree in legal studies and an associate ea Housing Commission and would be a ousing programs. He understands firsthand the
five siblings to be stress free from worrying about having a outpatient therapist and case manager for home interventi- with Motivate the Youth Mentoring Program in Pensacola a Alabama Department of Corrections, Holman Correctional experience and sensitivity to be a vital member of this corr	place to sleep at night. He has served as an on at the Lakeview Center. He was a mentor and served as a correctional officer at the Facility in Atmore, Ala. He has the education, mission.
	anntill
	City Council Member
I hereby certify that the above nomination was submitted to my office within the time limitations prescribed by the Rules and Procedures of Council.	
Ericka L. Burnett, City Clerk	

CITY OF PENSACOLA, FLORIDA
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### **NOMINATION FORM**

I, Jared Moore	, do nominate <u>Taran Black</u>
	(Nominee)
	(850)529-4703
(Home Address)	(Phone)
(Business Address)	(Phone)
Taranblack50@gmail.com	City Resident: YES NO
(Email Address)	Property Owner within the City: YES NO
for appointment by the City Council for the p	position of:
<i>(Unexpired</i> ) Provide a brief description of nominee's qua	across spectrum of community. Broad range of experience.
I hereby certify that the above nomination was submitted to my office within the time limitations prescribed by the Rules and Procedures of Council.	Gity Council Member
Ericka L. Burnett, City Clerk	

#### **Ericka Burnett**

From:	noreply@civicplus.com
Sent:	Wednesday, June 17, 2020 7:07 PM
То:	Ericka Burnett; Robyn Tice
Subject:	[EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and
	Commissions - City Council Appointment

#### THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

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

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

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

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

(Section Break)			
Personal Information			
Name	Taran Black		
Home Address	103 Fairfax Drive Pensacola Florida 32503		
Business Address	N/A		
To which address do you prefer we send correspondence regarding this application?	Home		
Preferred Contact Phone Number(s)	850 529-4703		
Email Address	taranblack50@gmail.com		
Upload Resume (optional)	Resume 2.docx		

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Details	
Are you a City resident?	Yes
If yes, which district?	5
If yes, how long have you been a City resident?	10 Years
Do you own property within the City limits?	No
Are you a registered voter in the city?	Yes
Board(s) of interest:	Board of Area Housing Commission
Please list the reasons for your interest in this position:	There are a couple of reasons why I would like to serve on the board of Area Housing Commission. The first and foremost important reason I desire to serve on the board is to be a zealous advocate and participant in helping promote affordable housing for my community. I understand the importance of having a place to call home, with limited financial resources. While growing up as a kid and being able to benefit from affordable housing, allowed me to be stress free from worrying about having a place to sleep at night after coming home from school. This was a concern because my mother was a single mother with me and five of my other siblings and limited financial resources to work with. As a result, my mother was able to utilize and benefit from affordable housing until more financial resources were available such as better job opportunities. Secondly, being able to find affordable housing in a town that I grew up in after completing college has been very rewarding. Amongst, other reasons and those I listed above I hope to be seen as a viable candidate to serve on this board.
Do you currently serve on a board?	No
If yes, which board(s)?	Field not completed.
Do you currently hold a public office?	No
If so, what office?	Field not completed.

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

#### (Section Break)

#### Diversity

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

Gender	Male
Race	African-American
Physically Disabled	No
	(Section Break)
Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

### **Education:**

- Master of Science in Counseling and Psychology, May 2019, Troy University, Troy, AL 36082
- Bachelor of Arts in Legal Studies/Criminal Justice, May 2012, University of West Florida, Pensacola, FL 32514
- Associate of Arts in Pre-Law, May 2010, Pensacola State College, Pensacola, FL 32504

### September 2019- Present

**Community Mental Health** Pensacola, FL

Work Experience: Lakeview Center Inc.

# **Therapist II for Home Intervention- (Community Action Team)**

- The Outpatient Therapist will consistently exercise discretion and independent judgment while utilizing advanced knowledge in the human services field to provide the highest quality individualized, integrated mental health, substance abuse and co-occurring services to individuals and their families based on the individualized plan.
- To act as a lead direct care provider to others in the division/program and to consult and mentor nonlicensed Master's Level Direct Care employees, Bachelor's Level Direct Care employees, and Behavioral Technicians on provision of care issues.
- To conduct case staffing's with other direct care providers in division/program and to exercise discretion and independent judgment, while utilizing advanced knowledge in the human services field, to provide case specific consultation and professional insight as deemed necessary, and to assist other staff in coming up with appropriate treatment and services for their individual clients.
- To systematically and regularly conduct quality record reviews of documentation prepared by Bachelor's Level Direct Care employees and Behavioral Technicians / Peer Specialist.
- To provide the following services to clients: in-depth assessments, screening for potential services, biopsychosocial evaluations, limited functional assessments, treatment plan development, treatment plan reviews, individual and family therapy, group therapy, psychosocial rehabilitation services, brief behavioral health exams.
- To exercise discretion and independent judgment, while utilizing advanced knowledge in the field of human services.

Work Experience: Lakeview Center Inc. 2019 Community Mental Health Pensacola, FL

November 2016 – September

# **Case Manager for Home Intervention-(Community Action Team)**

- Provide services that enhance home, school, and community partnerships, while actively addressing mental health barriers that interfere with student performance and achievement by bringing clients and families together and creating an environment that is conducive to effective treatment planning and problem solving.
- Implemented service needs assessments, service needs plans, and service plan reviews to assist clients and families with essential tools to address mental health needs, behavior needs, and educational needs and transition from alternative school placement to traditional school placement, as well as facilitating group discussions on issues such as: avoiding the school to prison pipeline; conflict resolution; community engagement etc.
- Provided mental and behavioral health services to clients and families that have been referred by community agencies for treatment.

- Worked with Sylvan Learning Center (SLC), which sought to link client and families to academic tutoring in effort to reduce client inappropriate behavior in the school setting, as a result of being frustrated for having a lack of understanding in academics.
- Identify student and family needs to provide proper referrals to assist the student and family to community resources.
- Address the psychological and social well-being of clients labeled as having a Mental Health Disorder (MHD).

#### Lakeview Center Inc. Community Mental Health

## June 2017- Present

## Pensacola, FL

# Behavior Technician for Acute Stabilization Unit (ASU)

- Provide individualized services to assigned clients, which support client recovery and build resilience.
- Maintain knowledge of the population(s) served and awareness of the impact substance abuse and mental illness has on an individual and family.
- Maintain awareness of the importance of language used, and avoid stigmatizing language and conduct. Teach basic and community living skills to clients, either individually or in group settings.
- Assist and supervise clients in completing daily living activities, such as but not limited to, proper hygiene, grooming and meal planning.
- Organize, supervise and encourage participation in social, educational, spiritual, cultural and recreational activities.
- Implement each assigned client's designated interventions, and behavioral plans. Work with the client's family or designated support persons to understand needs of the client and to help the family/support person assist in the recommended interventions.
- Monitor and observe clients as appropriate, and measure client's response to interventions; document progress of the client in relation to treatment/service goals and objectives.

# Motivate the Youth Mentoring Program (MTYM-P)

# January 2017 – December 2018

July 2015 – July 2016

# Pensacola, FL

# Mentor

- Empowered youth to resolve current issues and helped develop coping strategies for the future.
- Provided a model for a healthy, trusting relationship through clear communication and setting appropriate communication.
- Acknowledged their strengths, talents and gifts and encouraged them to find ways to use them.

#### Alabama Department of Corrections Holman Correctional Facility

# Atmore Al,

# **Certified Correctional Officer**

- Enforce polices and procedures to help with maintain order in the institution.
- Supervise activities of inmates.
- Aid in rehabilitation and counseling of offenders.
- Inspect facilities to ensure that they meet the rules and regulations for the Department of Corrections.
- Search inmates for contraband items.
- Conducted security checks of the dorms/cells.

# Whataburger Inc.

# February 2013- February 2015

Gulf Breeze, FL

### **Crew Member**

• Maintained high standards of customer service during high-volume, fast-paced operations.

- Prepared a variety of foods according to customers' orders or supervisors' instruction, following approved procedures.
- Prepared all food orders within a specified time frame.

# Office of Public Defender for First Judicial Circuit of Florida October 2010 – April 2012 Pensacola, FL

## Staff Assistant/Legal Intern

- Helped with Client Intake's and Subpoenas.
- Conducted Legal Research.
- Helped Prepare for Depositions.
- Assisted Attorneys with paperwork for First Appearances, Arraignments, Jury Selection, and Jury Trials.
- Prepared Legal Motions for Court Proceedings
- Helped with Secretarial Duties: filing paperwork and scheduling appointments.

## Affiliations:

- Member of Phi Alpha Delta Law Fraternity (PADLF)
- Florida Youth Shine(FYS) Alumni
- Chairman of Youth Advisory Board for First Circuit of Florida (YAB).
- Motivate The Youth Mentoring Program (MTYMP)
- Epsilon Mu Lambda Chapter Alpha Phi Alpha Fraternity, Inc. (2019).
- Student Government Association.
- African American Student Association.

## **Trainings:**

-Health and Safety -Ethics & Professionalism -HIPAA Privacy/Security Compliance -First Aid -Case Management

-Sexual & Other Harassment	-Client Rights/Grievance	-Incident Reporting	-CPR & CPI
-Cultural Competency	-Confidentiality	-Abuse Reporting	-WRAP

### Skills:

Proficient use of Microsoft Word, PowerPoint, and Excel. Also proficient use of social media applications Facebook, and YouTube, and Problem solving,

# Leadership and Services Roles:

### Chairman of the Florida Youth Shine (CFYS)), 2008 – 2012

• Advocated with elected officials at the local and state level for policies that empower youth in foster care to live a normal life and become leaders in communities.

# Youth Advisory Board President for Independent Living First Circuit, (2008-2012)

- Attend meetings with representatives of organization.
- Planned events and voted for community and youth events.

Ballot – Area Housing Commission July 17, 2020 Unexpired term ending October 31, 2020

# Member

\_\_\_\_\_ Taran Black

Vote for One

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



Memorandum

File #: 20-00342

**City Council** 

7/16/2020

### LEGISLATIVE ACTION ITEM

**SPONSOR:** City Council President Jewel Cannada-Wynn

SUBJECT:

APPOINTMENT - URBAN CORE REDEVELOPMENT BOARD

#### **RECOMMENDATION:**

That City Council appoint a resident, owner or operator of a business in the Waterfront Area to fill an unexpired term of three (3) years, ending March 31, 2023.

### **HEARING REQUIRED:** No Hearing Required

#### SUMMARY:

The Urban Core Redevelopment Board will provide for the ongoing involvement of stakeholder groups in the Urban Core Community Redevelopment Area (established by Ordinance 08-20). The board's authority and duty is to make recommendations regarding implementation of the Urban Core Community Redevelopment Plan. The board shall consist of eleven (11) members appointed by the City Council. One member shall be a member of City Council. The following areas shall each have one (1) member representing it on the Board:

Belmont DeVilliers Area	Central Business Area
East Hill Area	Gateway Area
Historic District - Aragon Area	Long Hollow Area
North Hill Area	Old East Hill Area
Tanyard Area	Waterfront Area

Members appointed to these seats shall be residents or owners or operators of businesses located within the Urban Core CRA neighborhood in which they represent.

### PRIOR ACTION:

April 23, 2020 - City Council made its first appointments to this board.

### FUNDING:

Budget: N/A

Actual:

#### FINANCIAL IMPACT:

None.

### STAFF CONTACT:

Ericka L. Burnett, City Clerk

## ATTACHMENTS:

- 1) Member List
- 2) Nomination Forms Spencer Leeper
- 3) Application of Interest Spence Leeper

N/A

4) Ballot

## PRESENTATION: No

#### **Urban Core Redevelopment Board**

Name	Profession	Appointed By	No. of Terms		Exp Date	First Appointed	Term Length	Comments
Buchanan, Drew	Historic District-Aragon	Council	0	2020	3/31/2023	4/23/2020	3	
Dziadon, Gregory	Belmont DeVilliers Area	Council	0	2020	3/31/2023	4/23/2020	3	
Foster, Blake	Central Business Area	Council	0	2020	3/31/2023	4/23/2020	3	
Hill, Ann	Council Representative	Council	0	2020	3/31/2023	4/23/2020	3	
Hlubek, James	East Hill Area	Council	0	2020	3/31/2023	4/23/2020	3	
Jackson, Patricia	Waterfront Area	Council	0	2020	3/31/2023	4/23/2020	3	
Nichols, Melanie	North Hill Area	Council	0	2020	3/31/2023	4/23/2020	3	
Satterwhite, Christopher	Old East Hill Area	Council	0	2020	3/31/2023	4/23/2020	3	
Taylor, Nester	Long Hollow Area	Council	0	2020	3/31/2023	4/23/2020	0	
Wieczorek, Kelly	Gateway Area	Council	0	2020	3/31/2023	4/23/2020	3	
Wiggins, Marilynn	Tanyard Area	Council	0	2020	3/31/2023	4/23/2020	3	

Term Length: THREE YEARS

The Urban Core Redevelopment Board has been established to provide for the ongoing involvement of stakeholder groups in the Urban Core Community Redevelopment Area (Ordinance 08-20). The board's authority and duty is to make recommendations regarding implementation of the Urban Core Community Redevelopment Plan.

Members: Eleven (11) total. One member of Council and one respresentative from the following areas within the Urban Core CRA:

Belmont DeVilliers Area, Central Business Area, East Hill Area, Gateway Area, Historic District-Aragon Area, Long Hollow Area, North Hill Area, Old East Hill Area, Tanyard Area, and Waterfront Area.

Members appointed to these seats shall be residents or owners or operators of businesses located within the Urban Core CRA neighborhood in which they represent.

CITY OF PENSACOLA, FLORIDA					
NOMINATIO	ON FORM				
I, Jewel CANNAJA-WANN, do nominate <u>Spencer</u> Leeperk (Nominee)					
(Home Address)	(Phone)				
(Business Address)	(Phone) City Resident: YES NO				
(Email Address)	Property Owner within the City: YES NO				
for appointment by the City Council for the position of	of:				
MEME WATERFRO (Term expiring	ONT AREA				
Provide a brief description of nominee's qualification	IS:				
MR. LEEPER showed interest in A	he beerd during the first				
Nonnation penied He Continues -	to want to some his community				
by wonking on and being a part of	the advising Beard				
	Chuna Ca. 2 City Council Member				
I hereby certify that the above nomination was submitted to my office within the time limitations prescribed by the Rules and Procedures of Council.					

# **CITY OF PENSACOLA, FLORIDA**

#### NOMINATION FORM

1. Ann Hill , do nom 32502 2505. FSt Pensacolg	Nominee) (Nominee) 850 418-3816				
(Home Address)	(Phone)				
815 S, Palafox St 30 flr (Business Address)	850-777-3100 (Phone)				
sleepere southpalafox.com (Email Address)	City Resident: YES NO Property Owner within the City: YES NO				
for appointment by the City Council for the position of:					
MEMBER WATERFRONT AREA (Term expiring 3/31/2023)					
Provide a brief description of nominee's qualifications:					
Spencer Leeper has both a professional and personal interest in the growth of Pensacola. He is an avid reader of current literature on what makes cities thrive and is a frequent CivicCon attendee. In his profession in real estate, he focuses on commercial development. He is also an					

MBA candidate specializing in data analytics and is skilled at turning spreadsheets into meaningful text. He is passionate about improving walkability for all persons and supporting human scale redevelopment downtown. I believe he will make an excellent representative of the Urban Core waterfront.

All

City Council Member

I hereby certify that the above nomination was submitted to my office within the time limitations prescribed by the Rules and Procedures of Council.

Ericka L. Burnett, City Clerk

#### **Ericka Burnett**

From:	noreply@civicplus.com
Sent:	Wednesday, March 11, 2020 5:19 PM
То:	Ericka Burnett; Robyn Tice
Subject:	[EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and
	Commissions - City Council Appointment

#### THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

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

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

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

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

(Section Break)					
Personal Information					
Name	Spencer Bryce Leeper				
Home Address	101E Romana St Apt 242 Pensacola FL 32502				
Business Address	815 S Palafox St 3rd Floor Pensacola FL 32502				
To which address do you prefer we send correspondence regarding this application?	Business				
Preferred Contact Phone Number(s)	8504183816				
Email Address	sleeper@southpalafox.com				

Upload Resume (optional)

Field not completed.

	(Geodori Break)
Details	
Are you a City resident?	Yes
If yes, which district?	6
If yes, how long have you been a City resident?	1 year
Do you own property within the City limits?	No
Are you a registered voter in the city?	Yes
Board(s) of interest:	Urban Core Redevelopment Board
Please list the reasons for your interest in this position:	Passionate about the redevelopment and furtherment of opportunities in downtown Pensacola. Especially concerned with walkability, bikeability, and human scale development.
Do you currently serve on a board?	No
If yes, which board(s)?	Field not completed.
Do you currently hold a public office?	No
If so, what office?	Field not completed.
Would you be willing to resign your current office for the appointment you now seek?	N/A
	(Section Break)

#### Diversity

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

Gender	Male
Race	Caucasian

Physically Disabled	No				
	(Section Break)				
Acknowledgement of Terms	I accept these terms.				

Email not displaying correctly? View it in your browser.

Ballot – Urban Core Redevelopment Board July 17, 2020 Unexpired term ending March 31, 2023

# Member Waterfront Area

\_\_\_\_\_ Spencer Leeper

Vote for One

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



Memorandum

File #: 20-00343

**City Council** 

7/16/2020

### LEGISLATIVE ACTION ITEM

**SPONSOR:** City Council President Jewel Cannada-Wynn

### SUBJECT:

APPOINTMENTS - ZONING BOARD OF ADJUSTMENT

### **RECOMMENDATION:**

That City Council appoint three (3) individuals who are residents or property owners of the City to the Zoning Board of Adjustment for a term of three (3) years, expiring July 14, 2023.

### **HEARING REQUIRED:** No Hearing Required

#### SUMMARY:

The Zoning Board of Adjustment reviews and grants or denies applications for variances, waivers, and special exceptions to the Land Development Code. The board also hears and decides appeals when it is alleged that there is error in any order, requirement, decision, or determination made by an administrative officer in the enforcement of the Land Development Code.

The following are incumbents that wish to be considered for reappointment:

#### Nominee Nominated by

Christopher J. Lonergan	Incumbent
Clayton Taylor	Incumbent
Boyce T. White	Incumbent

#### PRIOR ACTION:

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

### FUNDING:

Budget: N/A

Actual: N/A

# FINANCIAL IMPACT:

None.

# STAFF CONTACT:

Ericka L. Burnett, City Clerk

# ATTACHMENTS:

- 1) Member List
- 2) Application of Interest Christopher J. Lonergan
- 3) Application of Interest Clayton Taylor
- 4) Application of Interest Boyce T. White
- 5) Ballot

PRESENTATION: No

#### Zoning Board of Adjustment

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Del Gallo, David	Contractor/Developer	Council	3	2020	7/14/2022	1/28/2010	3	
Lonergan, Christopher	Business Owner	Council	1	2020	7/14/2020	11/14/2013	3	
Sebold, Steven	Real Estate	Council	0	2020	7/14/2021	7/19/2018	3	
Shelley, Steven M.	Business owner	Council	1	2020	7/14/2022	11/17/2016	3	
Stepherson, Troy	Office & Mkting Mgr	Council	0	2020	7/14/2021	7/13/2017	3	
Taylor, Clayton	Public Defender	Council	2	2020	7/14/2020	3/25/2010	3	
White, Boyce T.	Business	Council	0	2020	7/14/2020	7/17/2014	3	
Wiggins, Jonathon	Business/Technology	Council	0	2020	7/14/2021	7/19/2018	3	
Williams, Robby	Project Manager/Constr	Council	2	2020	7/14/2022	7/17/2014	3	

Term Length: THREE YEAR TERMS

NINE (9) MEMBERS APPOINTED BY THE CITY COUNCIL. NO MEMBER SHALL BE AN ELECTED OFFICIAL OR EMPLOYEE OF THE CITY. MEMBERS MUST BE RESIDENTS OR PROPERTY OWNERS OF THE CITY OF PENSACOLA.

#### **Ericka Burnett**

From:	noreply@civicplus.com
Sent:	Friday, June 5, 2020 12:13 PM
То:	Ericka Burnett; Robyn Tice
Subject:	[EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and
	Commissions - City Council Appointment

#### THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

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	(Section Break)				
Personal Information	Personal Information				
Name	Christopher J Lonergan				
Home Address	4650 Regency Ct				
Business Address	Field not completed.				
To which address do you prefer we send correspondence regarding this application?	Home				
Preferred Contact Phone Number(s)	9046083567				
Email Address	<u>cjlonergan@gmail.com</u>				
Upload Resume (optional)	Field not completed.				

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Details	
Are you a City resident?	Yes
If yes, which district?	1
If yes, how long have you been a City resident?	8 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Zoning Board of Adjustments
Please list the reasons for your interest in this position:	Current member
Do you currently serve on a board?	Yes
If yes, which board(s)?	Zoning Board of Adjustments
Do you currently hold a public office?	No
If so, what office?	N/A
Would you be willing to resign your current office for the appointment you now seek?	No
	(Section Break)
	rsity in selections of members of government nformation is required by Florida Statute 760.80 for some
Gender	Male
Race	Other
Physically Disabled	No

(Section Break)

I accept these terms.

Email not displaying correctly? View it in your browser.

#### **Ericka Burnett**

From:	noreply@civicplus.com
Sent:	Friday, June 5, 2020 1:28 PM
То:	Ericka Burnett; Robyn Tice
Subject:	[EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and
	Commissions - City Council Appointment

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(Section Break)				
Personal Information				
Name	Clayton Taylor			
Home Address	4071 Bonway Drive, Pensacola, FL 32504			
Business Address	Field not completed.			
To which address do you prefer we send correspondence regarding this application?	Home			
Preferred Contact Phone Number(s)	8507764404			
Email Address	cet8486@yahoo.com			
Upload Resume (optional)	Field not completed.			

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Details	
Are you a City resident?	Yes
If yes, which district?	1
If yes, how long have you been a City resident?	12 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Zoning Board of Adjustment
Please list the reasons for your interest in this position:	I am currently serving.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Zoning Board of Adjustment
Do you currently hold a public office?	No
If so, what office?	Field not completed.
Would you be willing to resign your current office for the appointment you now seek?	N/A
	(Section Break)
	rsity in selections of members of government Information is required by Florida Statute 760.80 for some
Gender	Male
Race	Caucasian
Physically Disabled	No

(Section Break)

I accept these terms.

Email not displaying correctly? View it in your browser.

#### **Ericka Burnett**

From:	noreply@civicplus.com
Sent:	Monday, June 1, 2020 9:34 PM
То:	Ericka Burnett; Robyn Tice
Subject:	[EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and
-	Commissions - City Council Appointment

#### THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

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	(Section Break)
Personal Information	
Name	Boyce T White
Home Address	1616 E. Scott St Pensacola, FL 32503
Business Address	Field not completed.
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	8503939177
Email Address	boycetwhite@gmail.com
Upload Resume (optional)	Field not completed.

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Details	
Are you a City resident?	Yes
If yes, which district?	5
If yes, how long have you been a City resident?	48 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Zoning Board of Adjustments
Please list the reasons for your interest in this position:	I'm the current Chair and have served on this board for over 12 years.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Zoning Board of Adjustments
Do you currently hold a public office?	No
If so, what office?	Field not completed.
Would you be willing to resign your current office for the appointment you now seek?	N/A
	(Section Break)
	rsity in selections of members of government nformation is required by Florida Statute 760.80 for some
Gender	Male
Race	Caucasian
Physically Disabled	No

(Section Break)

I accept these terms.

Email not displaying correctly? View it in your browser.

Ballot – **Zoning Board of Adjustment** July 17, 2020 *Three year term expiring July 14, 2023* 

# Member

\_\_\_\_\_ Christopher Lonergan

\_\_\_\_\_ Clayton Taylor

\_\_\_\_\_ Boyce T. White

# Vote for Three

Signed:

Council Member



Memorandum

File #: 20-00354

**City Council** 

7/16/2020

### LEGISLATIVE ACTION ITEM

**SPONSOR:** City Council Vice President Jared Moore City Council Member P.C. Wu

#### SUBJECT:

NAMING OF HITZMAN-OPTIMIST PARK DISC GOLF COURSE, HOLE NUMBER ONE, IN MEMORY OF MATTHEW BRAZIL.

#### **RECOMMENDATION:**

That City Council approve the naming of Hitzman-Optimist Park Disc Golf Course, Hole Number One, in memory of Matthew Brazil.

**HEARING REQUIRED:** No Hearing Required

#### SUMMARY:

Matthew Brazil passed away in February of 2020. Matthew was instrumental in growing the Disc Golf sport locally over the last 10 years. His passion for the sport is indescribable and the Hitzman-Optimist Park Disc Golf Course was one of his favorites.

While the US Disc Golf Foundation has been accepting charitable donations in Matthew's name since his passing, this is a way to honor him locally, remembering his infectious laughter, bright smile as well as the way he inspired, encouraged and challenged players of all ages to elevate local Disc Golf.

Family and friends will pay for the plaque to be placed at Hole Number One.

#### PRIOR ACTION:

June 18, 2020 - Request was approved by the Parks and Recreation Board

#### FUNDING:

N/A

### FINANCIAL IMPACT:

None

# **STAFF CONTACT:**

Don Kraher, Council Executive

# ATTACHMENTS:

- 1) 20-06-18 Minutes Parks and Recreation Board Unapproved
- 2) 20-06-18 New Bus Hitzman Disc Golf Naming

### **PRESENTATION:** No

City of Pensacola

Parks and Recreation Board

**Approved Meeting Minutes** 



June 18, 2020

8:00 am

**Council Chambers** 

Members Present: Rand Hicks (Chairperson), Maranda Sword (Vice-Chair), Antonio Bruni (attended by teleconference beginning at 8:14), David Del Gallo, Alejandra Escobar-Ryan, Leah Harrison (attended by teleconference), Jarah Jacquay, and Michael Wolf

# Members Absent: Gabriela Garza

**City Staff Present:** Brian Cooper (Parks and Recreation Director), Deja Dowdell (Marketing Coordinator), David Forte (Capital Improvement Projects Manager), Bill Kimball (Parks Superintendent), Grover Robinson IV (Mayor), Heidi Thorsen (Assistant to the Director), and Tonya Vaden (Recreation Superintendent, attended via teleconference)

To limit the potential spread of COVID-19, some Board Members attended by telephonic conferencing, and members of the public had the opportunity to attend and participate only via live stream or phone. This change in format was consistent with Executive Order 20-69 issued by Gov. Ron DeSantis and had been adopted at the direction of Council President Jewel Cannada-Wynn in consultation with the City Attorney. Public participation was available as follows:

Members of the public could attend and participate via live stream and/or phone.

- To watch the meeting live, visit <u>cityofpensacola.com/428/Live-Meeting-Video</u>.
- To provide input
  - For Open Forum, (for items not on the agenda): citizens may submit an online form here <u>https://www.cityofpensacola.com/ParksInput</u> beginning at 7:00 A.M. until 8:30 A.M. only to indicate they wish to speak during Open Forum and include a phone number. Staff will call the person at the appropriate time so the citizen can directly address the Parks and Recreation Board using a telephone held up to a microphone.
  - For agenda items: citizens may submit an online form here <u>https://www.cityofpensacola.com/ParksInput</u> beginning at 7:00 A.M. until that agenda item has been voted upon to indicate they wish to speak to a specific item on the agenda and include a phone number. Staff will call the person at the appropriate time so the citizen can directly address the Parks and Recreation Board using a telephone held up to a microphone. Any form received after an agenda item has been voted upon will not be considered.

## CALL TO ORDER – 8:02 AM

Chairperson Hicks read a message about there being about a one-minute delay when the meeting is viewed via the live stream on the City's website.

**ROLL CALL –** An oral roll call was taken. A quorum was present.

## **APPROVAL OF MINUTES**

Member Del Gallo made a motion to approve the minutes of the May 21, 2020 meeting. Member Harrison made a motion to second. The minutes were approved.

## NEW BUSINESS

## Hitzman-Optimist Park Disc Golf Hole Renaming

Director Cooper presented the request of naming a hole at the Hitzman-Optimist Park Disc Golf Course in memory of Matthew Brazil, for discussion. He had discussed the item with Amy Barber, the family member that submitted the request. He suggested naming hole number one (out of nine), and she agreed to it. All of the board members agreed. Chairperson Hicks brought up the possibility of naming the entire course. Family and friends will pay for the plaque.

Member Del Gallo brought the following motion:

"I make a motion that we name hole number one as Brian [Director Cooper] read". Motion was seconded by member Escobar-Ryan. A general oral vote was taken, the vote passed 7-0 (2 members absent).

#### Cordova Square Park Bench Dedication

Member Del Gallo presented the request from the East Hill Neighborhood Association to name a bench at the east end of Cordova Square Park in memory of Samuel W. Bearman. Member Del Gallo was friends with Mr. Bearman. He mentioned that Mr. Bearman lived in East Hill a long time, and was President of the Neighborhood Association for some time, where he continued to be active even after he stepped down from that role.

Member Del Gallo mentioned that he had seen some nice swings in Alabama Square that he really liked, and suggested naming either a bench or a swing in Mr. Bearman's memory. The Neighborhood Association will be paying for whatever is dedicated in his memory.

Member Escobar-Ryan brought the following motion:

"I make a motion that we do a dedication in either a bench or a swing in Cordova Square Park as proposed."

The motion was seconded. A general oral vote was taken, the vote passed 7-0 (2 members absent).

## **Board Members and Neighborhood Associations**

(Will be completed later, before the next Parks and Recreation Board meeting)

## Rename Lee Square

Mayor Robinson presented the request to change the name of Lee Square to Florida Square. He presented a map of North Hill done in 1806 by Watson Survey. There were three parks in North Hill, Florida Square, Georgia Square, and Alabama Square. The only one whose name has been changed is Florida Square to Lee Square. The monument was in Florida Square for a long time before the name change.

Next year Florida will be celebrating 200 years of being a part of the United States. By renaming the square, the name would be more inclusive of all of our citizens. The square was renamed long after Robert E. Lee's death. Lee mentioned that he did not want something like that named after him, did not feel it would not be appropriate.

Member Escobar-Ryan asked what would be presented at the July 16 City Council meeting, renaming the park, or removing the Confederate monument? Mayor Robinson hopes to discuss both at once.

Member Del Gallo made the motion to rename Lee Square [to] Florida Square. Member Harrison seconded the motion. A general oral vote was taken. The vote passed 8-0 (1 member absent). There were no requests from the public to speak on the issue.

## DIRECTOR/STAFF REPORTS, CORRESPONDENCE, PROJECT UPDATES

Director Cooper brought the following updates:

## Staff Presentation

Superintendent Kimball brought a presentation about Parks.

David Forte Update

OLD BUSINESS Summer Camp Update

**Board Meeting Day and Time Discussion** 

**Board Member Park Visitation Program** The following parks were presented:

## OPEN FORUM

ADJOURNMENT – 9:33 AM

March 12, 2020

City of Pensacola Ms. Ericka Burnett City Clerk 222 W. Main Street Pensacola FL 32502

Dear Ms. Ericka Burnett,

The purpose of this letter is to formally request permission to display a dedication plaque at the renovation of Hitzman-Optimist Park Disc Golf Course. My only brother, Matthew Brazil, passed away on Februrary 28 and he was instrumental in growing the Disc Golf sport locally over the last 10 years. His passion for the sport is indescribable and I know that this park in particular was one of his favorites.

We are looking to honor him some way locally as the US Disc Golf Foundation has been accepting charitable donations in his name since his passing two weeks ago. We remain hopeful that we can do this in remembrance for his infectious laughter and bright smile, and his love for the sport. He inspired, encouraged and challenged players of all ages to elevate local Disc Golf. We would have the support of Ryan Vann who is the local Emerald Coast Disc Golf group's current president. Matthew's presence is sorely missed.

On behalf of Matthew's parents, Marcia and Jim Brazil, and his multitude of grieving friends, I formally request to name the course the Matt Brazil Memorial Disc Golf Course at Hitzman-Optimist Park, or at the very least name a hole on the course for him, and install a plaque in his honor.

Thank you for your consideration.

Respectfully,

Amy Brazil Barber 704.506.4842



Memorandum

File #: 20-00358

**City Council** 

7/16/2020

## LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Ann Hill City Council Vice President Jared Moore

## SUBJECT:

DEDICATION OF CORDOVA SQUARE PARK BENCH IN MEMORY OF SAMUEL W. BEARMAN.

## **RECOMMENDATION:**

That City Council approve the dedication of either a park bench or swing to be located on the east end of Cordova Square in memory of Samuel W. Bearman.

**HEARING REQUIRED:** No Hearing Required

### SUMMARY:

Samuel Bearman passed away in December of 2019. Mr. Bearman was a lifelong resident of East Hill, living there and maintaining his law office there.

Mr. Bearman has served as the President of the East Hill Neighborhood Association for some time and remained active in the community even after stepping down from this role.

The dedication of a bench or swing in memory of Mr. Bearman is a way to honor his many contributions to the East Hill Neighborhood.

The Neighborhood Association has agreed to pay any costs needed for the dedication in Mr. Bearman's memory.

#### PRIOR ACTION:

June 18, 2020 - Parks and Recreation Board approved this recommendation

#### FUNDING:

N/A

## FINANCIAL IMPACT:

None

## **STAFF CONTACT:**

Don Kraher, Council Executive

# ATTACHMENTS:

- 1) 20-06-18 Minutes Parks and Recreation Board Unapproved
- 2) 20-06-18 New Bus Cordova Park Bench naming

## **PRESENTATION:** No

City of Pensacola

Parks and Recreation Board

**Approved Meeting Minutes** 



June 18, 2020

8:00 am

**Council Chambers** 

Members Present: Rand Hicks (Chairperson), Maranda Sword (Vice-Chair), Antonio Bruni (attended by teleconference beginning at 8:14), David Del Gallo, Alejandra Escobar-Ryan, Leah Harrison (attended by teleconference), Jarah Jacquay, and Michael Wolf

## Members Absent: Gabriela Garza

**City Staff Present:** Brian Cooper (Parks and Recreation Director), Deja Dowdell (Marketing Coordinator), David Forte (Capital Improvement Projects Manager), Bill Kimball (Parks Superintendent), Grover Robinson IV (Mayor), Heidi Thorsen (Assistant to the Director), and Tonya Vaden (Recreation Superintendent, attended via teleconference)

To limit the potential spread of COVID-19, some Board Members attended by telephonic conferencing, and members of the public had the opportunity to attend and participate only via live stream or phone. This change in format was consistent with Executive Order 20-69 issued by Gov. Ron DeSantis and had been adopted at the direction of Council President Jewel Cannada-Wynn in consultation with the City Attorney. Public participation was available as follows:

Members of the public could attend and participate via live stream and/or phone.

- To watch the meeting live, visit <u>cityofpensacola.com/428/Live-Meeting-Video</u>.
- To provide input
  - For Open Forum, (for items not on the agenda): citizens may submit an online form here <u>https://www.cityofpensacola.com/ParksInput</u> beginning at 7:00 A.M. until 8:30 A.M. only to indicate they wish to speak during Open Forum and include a phone number. Staff will call the person at the appropriate time so the citizen can directly address the Parks and Recreation Board using a telephone held up to a microphone.
  - For agenda items: citizens may submit an online form here <u>https://www.cityofpensacola.com/ParksInput</u> beginning at 7:00 A.M. until that agenda item has been voted upon to indicate they wish to speak to a specific item on the agenda and include a phone number. Staff will call the person at the appropriate time so the citizen can directly address the Parks and Recreation Board using a telephone held up to a microphone. Any form received after an agenda item has been voted upon will not be considered.

## CALL TO ORDER – 8:02 AM

Chairperson Hicks read a message about there being about a one-minute delay when the meeting is viewed via the live stream on the City's website.

**ROLL CALL –** An oral roll call was taken. A quorum was present.

## **APPROVAL OF MINUTES**

Member Del Gallo made a motion to approve the minutes of the May 21, 2020 meeting. Member Harrison made a motion to second. The minutes were approved.

## NEW BUSINESS

## Hitzman-Optimist Park Disc Golf Hole Renaming

Director Cooper presented the request of naming a hole at the Hitzman-Optimist Park Disc Golf Course in memory of Matthew Brazil, for discussion. He had discussed the item with Amy Barber, the family member that submitted the request. He suggested naming hole number one (out of nine), and she agreed to it. All of the board members agreed. Chairperson Hicks brought up the possibility of naming the entire course. Family and friends will pay for the plaque.

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(Will be completed later, before the next Parks and Recreation Board meeting)

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## DIRECTOR/STAFF REPORTS, CORRESPONDENCE, PROJECT UPDATES

Director Cooper brought the following updates:

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Superintendent Kimball brought a presentation about Parks.

David Forte Update

OLD BUSINESS Summer Camp Update

**Board Meeting Day and Time Discussion** 

**Board Member Park Visitation Program** The following parks were presented:

## OPEN FORUM

ADJOURNMENT – 9:33 AM

# Park Amenity Dedication PROPOSAL FORM

Please fill out the form below.

Amenity: Parkbench (List amenity you would like to dedicate)		
(List amenity you would like to dedicate)		
Nominating Party		
NAME: East H. N. Neishborhouch Assoc. Geven Shelley) (INDIVIDUAL OR REPRESENTATIVE OF GROUP)		
ADDRESS: POBOX 6164 Persula FL 32503		
DAY PHONE: 850-341-1600 EVENING PHONE: Same		
E-MAIL: SMSpensacola Dgmail. Com		
PERSON/ORGANIZATION/EVENT BEING HONORED		
NAME: Samuel & Bearman		
PARK DEDICATION WOULD BE LOCATED: East end of Curdova Square next to the holiday tree we planted.		
DESCRIBE THE SIGNIFICANT CONTRIBUTIONS MADE BY THE HONOREE: Too many to meter themak. He fired and had his land		
office in East Hill. He served on the Board and a S		
president in 2018. Mr. Dearman passed away Dec 6		
SIGNATURE DATE 1/20/20		
PLEASE FORWARD TO THE PARKS AND RECREATION DEPARTMENT:		
222 West Main Street Pensacola, FL 32502 Phone: 850.436.5670 Fax: 850.436.5199		
Director Approval Date		
Board Approval Date		





Memorandum

File #: 20-00371

**City Council** 

7/16/2020

## LEGISLATIVE ACTION ITEM

**SPONSOR:** City Council Member Sherri Myers

## SUBJECT:

REFERRAL TO PLANNING BOARD - PROPOSED AMENDMENTS TO SECTION 12-6-4 OF THE LAND DEVELOPMENT CODE (LDC)

## **RECOMMENDATION:**

That City Council approve sending various amendments to Section 12-6-4 of the LDC to the Planning Board for review and recommendation.

## **HEARING REQUIRED:** No Hearing Required

## SUMMARY:

The purpose of these proposed amendments is to assure that the public and elected governmental officials have sufficient notice prior to the removal of protected trees, urban forest and the city's tree canopy.

At present the city has only a small amount of urban forest left, mostly on private property and located in the Carpenter's Creek watershed. Most recently, six (6) acres of a dense urban forest that contained many pine trees, some Long Leaf and Loblolly Pines and other pines native to Escambia County was clear cut. The forest located on Grande Street in District 2 provided shade and habitat for many species of wildlife. In less than two (2) days this area was completely clear cut. Signs were posted with no phone number to call.

On June 15, 2020, I tried all day to get in touch with someone in the city with knowledge regarding the notice of tree removal, all to no avail. It was a Monday. During the late afternoon of June 15, I received an email from Inspections with a copy of the tree removal plan. On June 16, at 10:00 a.m., I went back to the site to find that a large portion of the forest had been clear cut. On June 17, it was complete. An urban forest of 6 acres gone in less than 24-hours. As I stood around watching the destruction of this urban forest, residents across the street expressed to me their sorrow for the removal of the forest in their neighborhood.

The amendments to Sec 12-6-4 of the LDC will provide residents, interested parties, and elected governmental officials time to address their concerns before urban forests are removed and forever destroyed.

## **PRIOR ACTION:**

None

## FUNDING:

N/A

## FINANCIAL IMPACT:

None for this item

## **STAFF CONTACT:**

Don Kraher, Council Executive

## ATTACHMENTS:

- 1) Proposed Amendments to Sec 12-6-4 of the LDC
- 2) Photograph of Grande Street Site

## PRESENTATION: No

## Sec. 12-6-4. - Landscape and tree protection plan.

A landscape and tree protection plan shall be required as a condition of obtaining any building permit or site work permit for townhouse residential, multi-family residential, commercial and industrial development as specified in <u>section 12-6-3</u>. The plan shall be submitted to the community development department inspection services division. A fee shall be charged for services rendered in the review of the required plan (see chapter 7-14 of this Code).

No building permit or site work permit shall be issued until a landscape and tree protection plans shall be posted to the city's website and a copy sent to the council person in whose district the permit will be issued. Such notice requirement will be posted two weeks prior to any approval of a landscaping plan. Clearing and grubbing is only permitted after a site has received development plan approval and appropriate permits have been issued. The building official may authorize minimal clearing to facilitate surveying and similar site preparation work prior to the issuance of permits. No certificate of occupancy shall be issued until the building official has determined after final inspection that required site improvements have been installed according to the approved landscape and tree protection plan. In lieu of the immediate installation of the landscaping material and trees, the city may require a performance bond or other security in an amount equal to the cost of the required improvements in lieu of withholding a certificate of occupancy, and may further require that improvements be satisfactorily installed within a specified length of time.

(A)

*Contents of landscape and tree protection plan.* The landscape and tree protection plan shall be drawn to scale by a landscape architect, architect or civil engineer licensed by the State of Florida, and shall include the following information unless alternative procedures are approved per sections <u>12-6-8</u> or <u>12-6-9</u>:

- Location, size and species of all trees and shrubs to be planted.
- Location of proposed structures, driveways, parking areas, required perimeter and interior landscaped areas, and other improvements to be constructed or installed.
- Location of irrigation system to be provided. All planted areas shall have an underground irrigation system designed to provide one hundred-percent coverage.
- Landscape and tree protection techniques proposed to prevent damage to vegetation, during construction and after construction has been completed.
- Location of all protected trees noting species and DBH.
- Identification of protected trees to be preserved, protected trees to be removed, including dead trees, and trees to be replanted on site.
- Proposed grade changes which might adversely affect or endanger protected trees with specifications on how to maintain trees.
- Certification that the landscape architect, architect or civil engineer submitting the landscape and tree protection plan has read and is familiar with Ch. 12-6 of the Code of the City of Pensacola, Florida, pertaining to Tree and Landscape Regulation.

*Installation period.* All landscape materials and trees depicted on the approved landscape plan shall be installed within one (1) year of the date of issuance of the building permit for the site.

*Quality.* All plant materials used shall conform to the standards for Florida No. 1 or better as given in "Grades and Standards for Nursery Plants", current edition, State of Florida, Department of Agriculture and Consumer Services, Division of Plant Industry, Tallahassee, Florida, a copy of which shall be maintained for public inspection in the department of leisure services.

(D)

*Notice*. If removal is sought for two (2) or more heritage trees or for more than ten (10) protected trees (including heritage trees sought to be removed) and/or if removal of more than fifty (50) of existing protected trees is sought within any property in any zoning district identified in section 12-6-2, a sign shall be posted no further back than four (4) feet from the property line nearest each respective roadway adjacent to the property. One (1) sign shall be posted for every one hundred (100) feet of roadway frontage. Each sign shall contain two (2) horizontal lines of legible and easily discernable type. The top line shall state: "Tree Removal Permit Applied For." The bottom line shall state: "For Further Information Contact the City of Pensacola." The phone number 311 or any other number required by the City Building Inspector shall be posted on the third line. The top line shall be in legible type no smaller than six (6) inches in height. The bottom two lines shall be in legible type no smaller than three (3) inches in height. There shall be a margin of at least three (3) inches between all lettering and the edge of the sign. The signs shall be posted at by the applicant at their expense, and shall remain continuously posted until the requisite building, site work, or tree removal permit has issued.

For any acreage of more than one half acre wherein two thirds of the land is wooded with trees additional notice shall be required. A notice shall be sent to the city council representative of the district wherein the land is located within 14 days prior to the issuance of a landscape and tree protection plan and removal

(B)

(C)

permit. For acreage two acres or more, notice shall be sent to all residences within 500 yards of the property within 14 days prior to the issuance of a permit. Such notice shall include a reliable phone number and other contact information of a person who is knowledgeable regarding the tree removal permit applied for.



Memorandum

File #: 20-00312

City Council

7/16/2020

## LEGISLATIVE ACTION ITEM

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

SUBJECT:

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) 9<sup>TH</sup> AVENUE BRIDGE LIGHTING MAINTENANCE AGREEMENT

#### **RECOMMENDATION:**

That City Council authorize the Mayor to execute the Maintenance Agreement FPID ID #437178-1 between the City of Pensacola and the Florida Department of Transportation (FDOT) associated with the installation of new LED street/pedestrian lighting for the new bridge to be constructed on 9<sup>th</sup> Avenue over Carpenters Creek.

### **HEARING REQUIRED:** No Hearing Required

#### SUMMARY:

In January 2019, City of Pensacola requested that the Florida Department of Transportation (FDOT) install lighting pedestals for roadway/pedestrian LED lighting and all associated appurtenances to be performed in conjunction with the 9th Avenue bridge replacement (FDOT Project Number 437178-1) over Carpenters Creek. At that time, the City of Pensacola entered into a Local Funding Agreement with FDOT to undertake and administer the overall required work effort to implement the necessary lighting infrastructure for the new bridge and the lighting elements required. The City of Pensacola would provide the lighting poles and LED fixtures along with their installation at the completion of the bridge project. In this agreement, payment to FDOT for \$16,313.00 was provided for work to be performed. An additional \$48,687.00 was set aside for the purchase of the LED lights and poles.

The Maintenance Agreement is for the maintenance of the new LED fixtures, poles, and all associated components for the lighting that will be on FDOT's bridge over Carpenters Creek. All appurtenances will be consistent with the lighting over Bayou Texar and Carpenters Creek at 12<sup>th</sup> Avenue.

## PRIOR ACTION:

January 17, 2019 - City Council approved Locally Funded Agreement

## FUNDING:

N/A

## FINANCIAL IMPACT:

None

## CITY ATTORNEY REVIEW: Yes

6/23/2020

## STAFF CONTACT:

Keith Wilkins, City Administrator Kerrith Fiddler, Deputy City Administrator - Community Development L. Derrik Owens, P.E., Director of Public Works and Facilities/City Engineer

## ATTACHMENTS:

- 1) Carpenters Creek Bridge Lighting Maintenance Agreement
- 2) 4371815201-PLANS-01-ROADWAY
- 3) 43717815201-PLAN AND ELEVATION

## PRESENTATION: No

# FPID ID: 437178-1-52-01

# AGENCY (CITY/COUNTY): City of Pensacola

DESCRIPTION: SR 289 (9<sup>th</sup> Ave) over Carpenters Creek

# MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter called "DEPARTMENT") and the CITY OF PENSACOLA (hereinafter called "CITY"). The DEPARTMENT and the CITY are sometimes referred to in this AGREEMENT as a "Party" and collectively as the "Parties."

# RECITALS

- 1. The DEPARTMENT is preparing to replace a structurally deficient bridge culvert on SR 289 (9<sup>th</sup> Ave) over Carpenters Creek within the City of Pensacola, which will include construction of pedestals for lighting, underground electrical power service, running of conduit, and installation of pull boxes for bridge lighting pursuant to Financial Project Identification Number 437178-1-52-01. The Parties have previously executed a Locally Funded Agreement between the DEPARTMENT and the CITY, wherein the CITY has agreed to contribute Sixteen Thousand Three Hundred Thirteen Dollars and 00/100 Dollars (\$16,313.00) in aid of the construction.
- 2. The CITY will furnish and install lighting fixtures once construction is complete and the CITY agrees to maintain said fixtures, including the pedestals, underground power service, conduit, pull boxes, and all components of the lighting system, hereinafter referred to as the "Facilities." For purposes of this agreement, the installation and maintenance of the Facilities will be referred to as the "PROJECT." This PROJECT will be of benefit to the CITY.

- 3. The DEPARTMENT has jurisdiction over the operation and maintenance of the State Highway System;
- 4. The CITY has agreed to maintain the Facilities installed in the PROJECT in accordance with the terms below;
- 5. The CITY by City Council action on dated \_\_\_\_\_, 2020, a Summary of Council Meeting Minutes attached hereto as Exhibit "B" and incorporated by reference, evidences the CITY's desire to enter into this Agreement and its officers' authorization to do so; and
- 6. The DEPARTMENT is authorized pursuant to Section 334.044 and 335.055, Florida Statutes to enter into contracts and agreements with counties/municipalities for the maintenance of roadside facility improvements on the State Highway System.

**NOW THEREFORE,** in consideration of the mutual benefits to be derived by the terms of this AGREEMENT, the parties agree to the following:

The recitals set forth above are true and correct and are deemed incorporated herein by reference.

7. Upon completion of construction by the DEPARTMENT, the CITY will assume responsibility for maintenance of the PROJECT and shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (e.g., high mast, standard, underdeck, and sign) or roadway system at all times in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Required maintenance includes, but is not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the

Facilities. All repairs or replacement will be in kind unless a variance is approved in writing by the DEPARTMENT.

- 8. All maintenance of the Facilities shall be in accordance with the provisions of the Manual of Uniform Traffic Control Devices and all other applicable local, state, or federal laws, rules, resolutions, or ordinances, and DEPARTMENT procedures, and shall be subject to periodic inspections by the DEPARTMENT.
- 9. The CITY covenants and agrees that it will indemnify and hold harmless to the extent provided by Section 768.28, Florida Statutes, the DEPARTMENT and all of the DEPARTMENT'S officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the CITY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the CITY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents or employees.

When either party receives notice of a claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim and report its finding to each other within fourteen (14) working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver of any right herein.

10. The DEPARTMENT'S District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

- 11. This AGREEMENT may be terminated under any one of the following conditions:
  - (A) By the DEPARTMENT if the CITY fails to correct a cited deficiency and perform its maintenance responsibility under this AGREEMENT, following fifteen (15) working days' written notice;
  - (B) By the DEPARTMENT following sixty (60) calendar days' written notice.
- 12. Pursuant to Section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this Agreement for refusal by the MAINTAINING AGENCY to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the MAINTAINING AGENCY in conjunction with this Agreement.
- 13. This AGREEMENT embodies the entire agreement and understanding between the parties hereto and there are no other agreements, understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
- 14. This AGREEMENT shall be governed by and constructed in accordance with the law of the State of Florida. The parties stipulate that venue for any matter relating to this contract shall be in Leon County, Florida.
- 15. The CITY shall:
  - (A) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CITY during the term of the AGREEMENT; and

- (B) expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract time.
- 16. Any and all notices given or required under this agreement shall be in writing and delivered via e-mail with a receipt acknowledgment or sent certified with return receipt to the following:

If to the DEPARTM	ENT:
Contact Person:	Jonathan Harris
Title:	District 3 Utility Administrator
Address:	1074 Highway 90 East
	Chipley, Florida 32428
If to the CITY:	
Contact Person:	Ryan Novota
Title:	Transportation Engineer
Address:	2757 North Palafox Street
	Pensacola Florida 32501

- 17. All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests and other instruments.
- 18. The effective date of this Agreement shall be the latest date on which a party executes this Agreement.
- 19. LIST OF EXHIBITS: Exhibit A: Project Plans FPID: <u>437178-1</u> Exhibit B: Council Meeting Minutes

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY has caused this Agreement to be executed in its behalf this \_\_\_\_\_ day of \_\_\_\_\_\_, 2020, by its Mayor, being authorized to enter into and execute same by action of the City of Pensacola meeting in regular session on the \_\_\_\_\_ day of \_\_\_\_\_\_, 2020, and the DEPARTMENT has executed this Agreement through its District Secretary, District 3, Florida Department of Transportation, on the date indicated below.

# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST:

BY:

PHILLIP GAINER DISTRICT 3 SECRETARY

KRISSY COOK EXECUTIVE SECRETARY (SEAL)

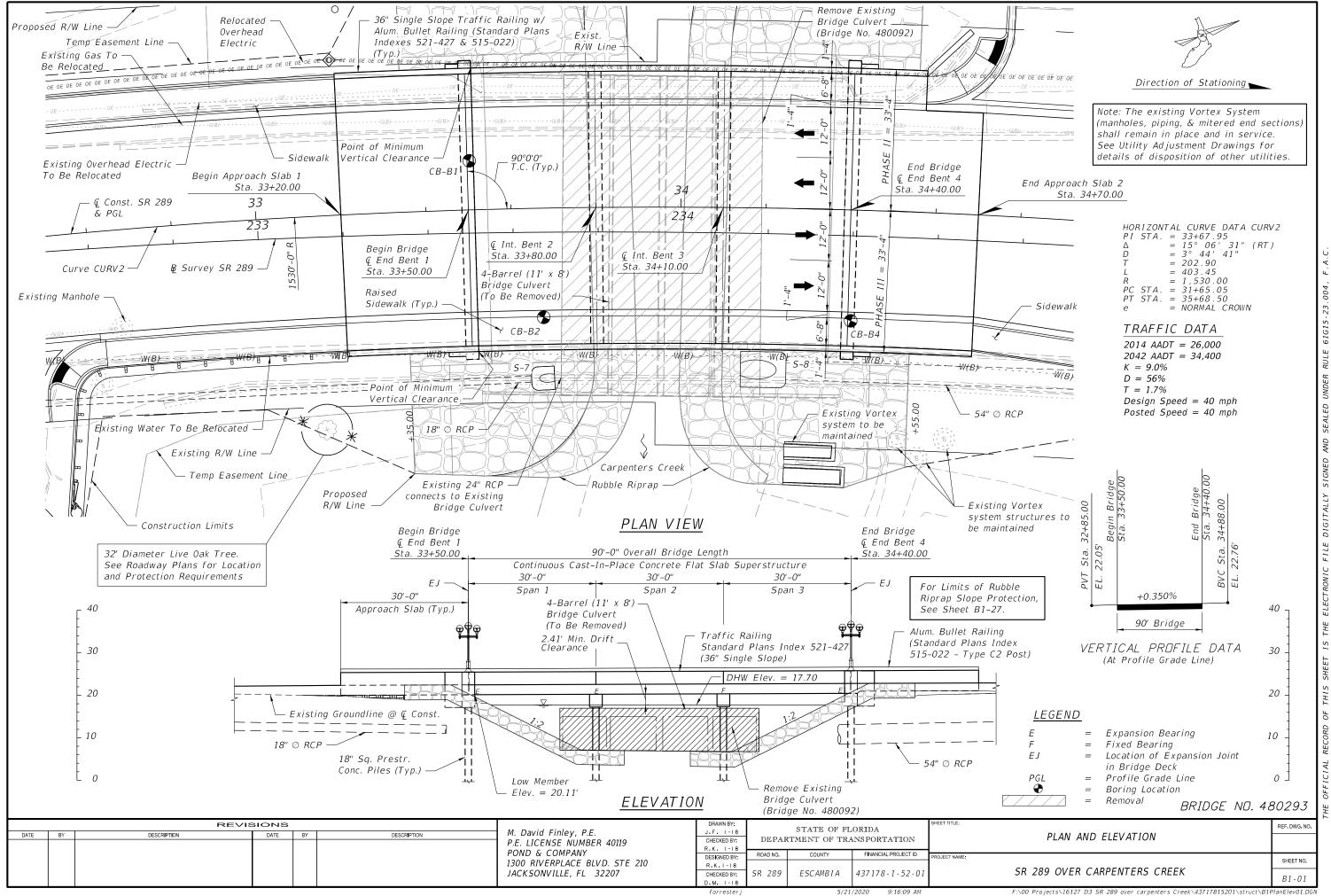
DATE: \_\_\_\_\_

Legal Review:

Office of General Counsel

# FOR THE CITY OF PENSACOLA

BY:	ATTEST:
Printed Name: Grover C. Robinson IV	Printed Name:
Title: Mayor of Pensacola	Title: (Seal)
Date:	Date:
Legal Review:	
Printed Name:	





Memorandum

File #: 20-00319

City Council

7/16/2020

## LEGISLATIVE ACTION ITEM

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

## SUBJECT:

PUBLIC HEARING: REQUEST TO VACATE ALLEYWAY - BLOCK 61, EAST PENSACOLA HEIGHTS

#### **RECOMMENDATION:**

That City Council conduct a public hearing on July 16, 2020, to consider the request to vacate the alleyway located in Block 61, East Pensacola Heights.

## HEARING REQUIRED: Public

#### SUMMARY:

The City of Pensacola received a request from Cynthia Bradford for approval of a vacation of a portion of the alleyway for 10' located in Block 61, East Pensacola Heights, adjacent to her property at 2900 E. Lee Street. The application includes signed petitions from the abutting property owners at 2904 E. Lee Street, 2906 E. Lee Street, 2905 E. Blount Street, 2903 E. Blount Street, and 1098 Bayou Boulevard. The vacation shall be no less than ten (10) feet to the centerline of the alley.

The purpose of the vacation is to allow the applicant to come into compliance with the R1-AAA rear yard setback requirement. Additionally, this vacation would allow the applicant to pursue a lot subdivision if desired in the future.

The Planning Board unanimously recommended approval at their June 9, 2020 meeting.

## PRIOR ACTION:

None

#### FUNDING:

N/A

## FINANCIAL IMPACT:

None

## CITY ATTORNEY REVIEW: Yes

6/22/2020

## STAFF CONTACT:

Keith Wilkins, City Administrator Kerrith Fiddler, Deputy City Administrator - Community Development Sherry Morris, AICP, Planning Services Director

## ATTACHMENTS:

- 1) Vacation of Right of Way Application
- 2) Planning Board Minutes June 9 2020 DRAFT
- 3) Proposed Ordinance No. 31-20

PRESENTATION: No

VACATION OF ALLEY OR STREET RIGHT OF WAY		
Fee: \$2,000.00 Rehearing/Rescheduling Planning Board: \$250.00 Rehearing/Rescheduling City Council: \$500.00		
Applicant Information:		
Name: Cynthia A, Bradtord		
Address: 2900 E. Lec St., Pensacok, FC 32503		
Phone: (890) 287-3716 Fax: N/A Email: BradfordCineCox.net		
Property Information:		
Owner Name: Cynthia A. Bradford		
Location/Address: 2900 E. Lee St., Pensacola, Fr 32503		
Legal Description: <u>Please attach a full legal description (from deed or survey)</u>		
Purpose of vacation of city right of way/comments:		
The footprint of my existing nome is not in compliance with current zoning		
RI-AAA setback requirements at the rear of my property. The additional 10 ft.		
(which is already forced into my existing yard), would bring my property into		
Compliance and allow me freedom to pursue dividing and building a new		
home without need to submit future variance requests. /// See additional		
comments and reasons for request in supporting documentation to application		
I, the undersigned applicant, understand that submittal of this application does not entitle me to approval of this vacation request and that no refund of these fees will be made. I have reviewed a copy of the applicable regulations and understand that I must be present on the date of the Planning Board and City Council meeting. Signature of Applicant Date		
(Owner of Property or Official Representative of Owner)		
FOR OFFICE USE ONLY		
District:		
Date Received: Case Number:		
Date Postcards mailed:		
Planning Board Date:       Recommendation:         Council Date:       Council Action:		

#### Sec. 12-12-4. Vacation of Streets, alleys

This section is established to provide for the vacation of streets, alleys or other public rights-of-way by official action of the city council.

(A) *Application*. An application for vacation of streets, alleys or other public right-of-way shall be filed with the community development department and shall include the reason for vacation and a legal description of the property to be vacated. Application for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated. If all property owners do not sign the petition requesting such alley vacation, city staff shall determine the portion of the alley to be vacated.

- (1) An application for vacation of streets, alleys or other public right-of-way must be submitted to the community development department at least twenty-one (21) days prior to the regularly scheduled meeting of the planning 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 the following information and such other information as may be reasonably requested to support the application:
    - 1. Accurate site plan drawn to scale;
    - 2. A legal description of the property proposed to be vacated;
    - 3. Proof of ownership of the adjacent property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;
    - 4. Reason for vacation request;
    - 5. Petition form signed by all property owners abutting the portion of the right-of-way or alley to be vacated.
  - (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 or city council at the discretion of the applicant initiating the request upon written notice to the board secretary.

(B) *Planning board review and recommendation*. The community development department will distribute copies of the request to vacate to the appropriate city departments and public agencies for review and comment: Said departments shall submit written recommendations of approval, disapproval or suggested revisions, and reasons therefore, to the city planning department. The planning board shall review the vacation request and make a recommendation to the city council at a regularly scheduled planning board meeting.

- (1) Public notice for vacation of streets, alleys.
  - (a) A sign shall be prominently posted on the property to which the application pertains. at least seven (7) days prior to the scheduled board meeting.
  - (b) The community development department shall notify property owners within a three hundred (300) radius, as identified by the current Escambia County tax roll maps, of the property proposed for vacation with a public notice by post card at least five (5) days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.
- (C) City council review and action. The planning board recommendation shall be forwarded to the city council for review and action.
  - (1) Notice and hearing. The city council shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting. Planning staff shall post a sign specifying the date and time of the public hearing at least seven (7) days prior to the hearing. 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. The community development department shall notify property owners by certified mail, as identified by the current Escambia County tax roll, at least fifteen (15) days prior to the city council public hearing
    - (a) In case of an alley vacation request all adjacent owners shall be notified.
    - (b) In the case of a street vacation request, all property owners within three hundred feet (300') of the request shall be notified.
  - (2) Action. The city council shall approve, approve with modifications, or deny the vacation request at the council public hearing. If the request is approved by the council, an ordinance will be drawn and read two (2) times following the public hearing, at which time the vacation becomes effective.

(D) *Easements retained.* If the city council determines that any portion of a public street or right-of-way is used or in the reasonably foreseeable future will be needed for public utilities, the street may be vacated only upon the condition that appropriate easements be reserved for such public utilities.

(E) Zoning of vacated property. Whenever any street, alley or other public right-of-way is vacated, the district use and area regulations governing the property abutting upon each side of such street, alley or public right-of-way shall be automatically extended to the center of such vacation and all area included within the vacation shall thereafter be subject to all appropriate regulations of the extended use districts.

(F) Ownership of property. Whenever any street, alley or public right-of-way is vacated, ownership of said property conferred by such action shall extend from the right-of-way line to the center of said property, unless otherwise specified.

Supporting documentation to accompany Vacation of Alley or Street Right of Way Application submitted by Cynthia Bradford (2900 E. Lee St., Pensacola, FL 32503), pursuant to Code of Ordinances, Title XII – Land Development Code Chapter 12-12, Section 12-12-4 Vacation of Streets, alleys (A) Application (3)(b)(1-5)

### 1. Accurate site plan drawn to scale

See attachment: Boundary Survey for block 61



 $\sim$ 

## 2. A legal description of the property proposed to be vacated

A portion of 20 foot alley laying in Block sixty-one (61), EAST PENSACOLA, a subdivision of a portion of Section five (5), Township two (2) South, Range twenty-nine (29) West, in the City of Pensacola, as shown according to the revised map of East Pensacola drawn by J.E. Kauser in January 1893, and recorded in Deed Book 77, Page(s) 520 of the Public Records of Escambia County, Florida.

Portion proposed for vacation is 20 foot alley bound on the west by Perry Avenue and on the east by Pickens Avenue, minus portion of alley immediately abutting LOTS 17 TO 20 BLOCK 61 OR 583/992 P 599/25 EAST PENSACOLA PLAT DB 77 P 520 CA 4.

See attachment: <u>Block 61 Map</u> (requested portion of alley highlighted in yellow)



3. Proof of ownership of the adjacent property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney

See attachments:

a. <u>Bradford Warranty Deed</u> (2900 E. Lee St. / parcel # 052S295905001061)



b. Dibella QC Deed (2904 E. Lee St. / parcel #052S295905007061)



c. Bardsley Warranty Deeds #1 & #2 (2906 E. Lee St. / parcel #052S295905013061)



Deed #1.pdf Deed #2.pdf

d. Young Warranty Deed (2905 E. Blount St. / parcel #052S295905021061)



Brakefield Warranty Deed (2903 E. Blount St. / parcel #052S295905027061) e.



f. Hudson Warranty Deed & Dubois death certificate filing (1098 Bayou Blvd. / parcel #052S295905024061)

PDF	PDF
Hudson Warranty	Dubois death cert
Deed.pdf	screen.pdf

## 4. Reason for vacation request

The footprint of my existing home is not in compliance with current zoning R1-AAA setback requirements at the rear of my property. The additional 10 feet (which is already fenced into my existing yard), would bring my property into compliance and allow me freedom to pursue dividing and building a new home without need to submit future variance requests. There is a 25+ year old chain length fence running down the middle the length of said alley, along with overgrowth, large trees and personal property of residents. All existing homeowners are homesteaded and currently utilize their portions of the alley, therefore vacating it would allow for legal ownership rights, as well as responsibilities for maintaining the land. The two owners with vacant lots are both preparing to build their homesteaded homes, and vacating would allow for better home site planning.

See attached application for Vacation of Alley Application (Bradford)



- 5. Petition form signed by all property owners abutting the portion of the right-of-way or alley to be vacated.
  - See attachments

12

5

a. <u>Dibella Petition</u> (2904 E. Lee St. / parcel #052S295905007061)



Dibella petition.pdf

b. <u>Bardsley Petition</u> (2906 E. Lee St. / parcel #052S295905013061)

Bardsley petition.pdf

c. <u>Young Petition</u> (2905 E. Blount St. / parcel #052S295905021061)



Young petition.pdf

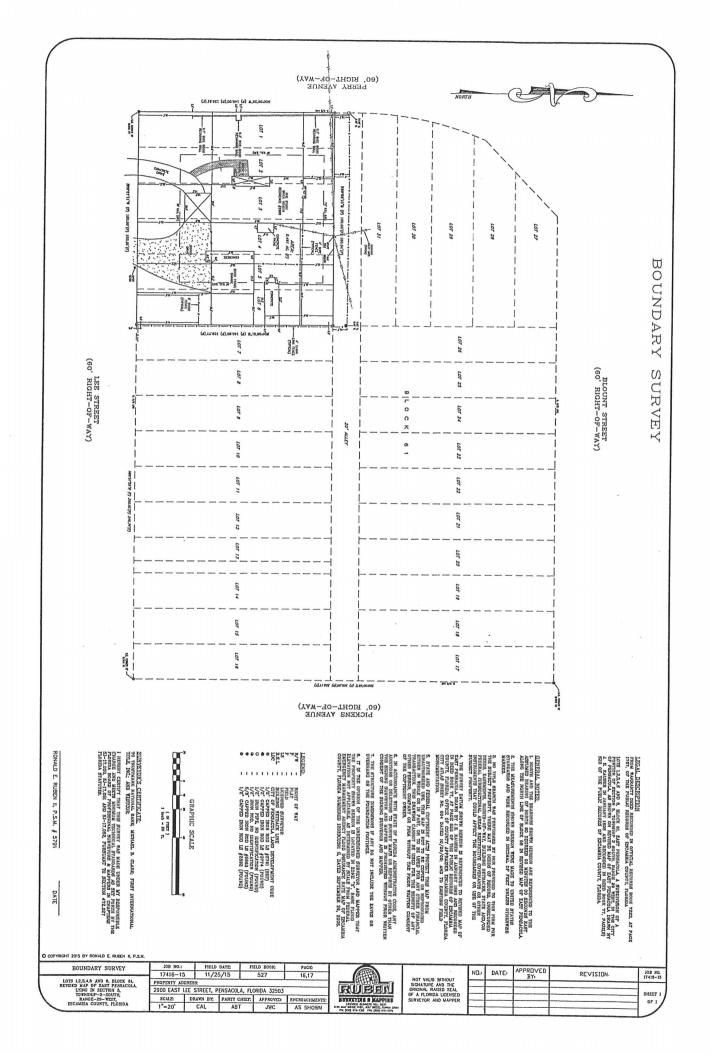
d. Brakefield Petition (2903 E. Blount St. / parcel #052S295905027061)



e. Hudson Petition (1098 Bayou Blvd. / parcel #052S295905024061)



Hudson petition.pdf





## PETITION TO VACATE ALLEY ABUTTING PROPERTY

As the legal owner of the below listed property, I am providing this petition letter to accompany Cynthia A. Bradford's application to the City of Pensacola for Vacation of Alley or Street Right of Way. This petition is pursuant to Sec 12-12-4 Vacation of Streets, Alleys (A) ... Application for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated. My property abuts the City of Pensacola Alley bound on the west by Perry Avenue and on the east by Pickens Avenue (EAST PENSACOLA BLK 61 PLAT DB 77 P 520). My signature below constitutes agreement to said request to vacate the alley.

Address: 2904 E. Lee. St. Pensacola, FL 32503

Legal Description: LTS 7 TO 12 AND W 16 FT 8 IN OF LT 13 BLK 61 EAST PENSACOLA PLAT DB 77 P 520 OR 1528 P 518 OR 3873 P 699 CA 4

Owner/Co-Owner/Spouse (Print): Janis ALine DiBella Prin Dimo DiBella Aere 7-20

Laris aline DiBella nature

As the legal owner of the below listed property, I am providing this petition letter to accompany Cynthia A. Bradford's application to the City of Pensacola for Vacation of Alley or Street Right of Way. This petition is pursuant to Sec 12-12-4 Vacation of Streets, Alleys (A) ... Application for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated. My property abuts the City of Pensacola Alley bound on the west by Perry Avenue and on the east by Pickens Avenue (EAST PENSACOLA BLK 61 PLAT DB 77 P 520). My signature below constitutes agreement to said request to vacate the alley.

#### Address: 2906 E LEE ST, PENSACOLA, FL 32503

### Legal Description: E 8 FT 4 IN OF LT 13 AND ALL LTS 14 15 16 BLK 61 EAST PENSACOLA PLAT DB 77 P 520 OR 5811 P 1248 OR 5811 P 1246 CA 4

Owner/Co-Owner/Spouse (Print): Lucas Barosley

Signature

5/15/20

Owner/Co-Owner/Spouse (Print): BERYL BARDSLEY

\_\_\_\_\_

5.15.20 Date

Signature

As the legal owner of the below listed property, I am providing this petition letter to accompany Cynthia A. Bradford's application to the City of Pensacola for <u>Vacation of Alley or Street Right</u> <u>of Way</u>. This petition is pursuant to Sec 12-12-4 Vacation of Streets, Alleys (A) ...*Application for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated*. My property abuts the City of Pensacola Alley bound on the west by Perry Avenue and on the east by Pickens Avenue (EAST PENSACOLA BLK 61 PLAT DB 77 P 520). My signature below constitutes agreement to said request to vacate the alley.

### Address: 2905 E. BLOUNT ST., PENSACOLA, FL 32503

Legal Description: LTS 21 22 23 BLK 61 EAST PENSACOLA PLAT DB 77 P 520 OR 4641 P 1518 CA 4

**Owner/Co-Owner/Spouse (Print):** Signature

Owner/Co-Owner/Spouse (Print): \_\_\_\_\_

Signature

Date

As the legal owner of the below listed property, I am providing this petition letter to accompany Cynthia A. Bradford's application to the City of Pensacola for <u>Vacation of Alley or Street Right</u> <u>of Way</u>. This petition is pursuant to Sec 12-12-4 Vacation of Streets, Alleys (A) ...*Application for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated*. My property abuts the City of Pensacola Alley bound on the west by Perry Avenue and on the east by Pickens Avenue (EAST PENSACOLA BLK 61 PLAT DB 77 P 520). My signature below constitutes agreement to said request to vacate the alley.

Address: 1098 Bayou Blvd., Pensacola, FL 32503

Legal Description: LTS 27 28 29 30 & 31 EAST PENSACOLA BLK 61 PLAT DB 77 P 520 OR 8081 P 1821 LESS OR 3896 P 112 RD R/W CA 4

Owner/Co-Owner/Spouse (Print): _	BART	6.	HUDSON	
Print q. 1h_				5 18 2020
Signature )				Date

Owner/Co-Owner/Spouse (Print):

Signature

Date

As the legal owner of the below listed property, I am providing this petition letter to accompany Cynthia A. Bradford's application to the City of Pensacola for <u>Vacation of Alley or Street Right</u> <u>of Way</u>. This petition is pursuant to Sec 12-12-4 Vacation of Streets, Alleys (A) ....*Application* for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated. My property abuts the City of Pensacola Alley bound on the west by Perry Avenue and on the east by Pickens Avenue (EAST PENSACOLA BLK 61 PLAT DB 77 P 520). My signature below constitutes agreement to said request to vacate the alley.

#### Address: 2903 E. Blount St., Pensacola FL 32503

Legal Description: LTS 24 25 26 EAST PENSACOLA BLK 61 PLAT DB 77 P 520 OR 8280 P 873 LESS OR 3896 P 112 RD R/W CA 4

Owner/Co-Owner/Spouse (Print): Jon Brakefield Sakfield 2020

Signature

Date

Owner/Co-Owner/Spouse (Print): Lori Brakefield

ni Grakebuld

5/17/2020

Signature

Date

Recorded in Public Records 5/14/2018 4:18 PM OR Book 7899 Page 345, Instrument #2018036836, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$1,771.00

> Prepared by and Return to: Charlyne Kilpatrick, an employee of First International Title, Inc. 4300 Bayou Blvd., Suite 7 Pensacola, FL 32503

File No.: 122455-58



This indenture made on May 1, 2018, by **Michael B. Clark, an unmarried man**, whose address is: P.O. Box 75123, Cincinnati, OH 45275 hereinafter called the "grantor", to **Cynthia Bradford, an unmarried woman**, whose address is: 2900 East Lee Street, Pensacola, FL 32503 hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

**Witnesseth**, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Escambia** County, **Florida**, to-wit:

Lots 1, 2, 3, 4, 5 and 6, Block 61, EAST PENSACOLA, a subdivision of a portion of Section 5, Township 2 South, Range 29 West, in the City of Pensacola, as shown on revised map of East Pensacola drawn by J. E. Kauser in January 1893 and recorded in Deed Book 77, Page(s) 520 of the Public Records of Escambia County, Florida.

Parcel Identification Number: 052S295905001061

**Subject to** all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2017.

BK: 7899 PG: 346 Last Page

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Clark

Signed, sealed and delivered in our presence: Witness Signatur Charlyne Kilpatrick Print Name:

Witness Signature Print Name:

State of FLORIDA County of Escambia

The Foregoing Instrument Was Acknowledged before me on the day of May 2018, by Michael B. Clark who is/are personally known to me or who has/have produced the following as identification: 1)M. 1/0/10 110000

**Notary Public** 

CHARLYNE KILPATRICK Notary Public - State of Florida Notary Public - State of Fiorida Commission # GG 204299 My Comm. Expires Jun 20, 2022 Bonded through National Notary Assn. 10 10

1.

Form A298

Prepared by Johnny Dibella 2121 W. Jackson Pensacola, Fl. 32505 OR BK3873 Pg0699

D S PD \$0.70 Mort \$0.00 ASJM \$0.00 NOVEMBER 20, 1995 Ernie Lee Magaha, Clerx of the Circuit Court BY: 0.0.

**QUITCLAIM DEED** 

THIS QUITCLAIM DEED, Executed this 2nd day of Nov., 19 95first party, to Aline l. Josephwhose post office address is2904 East Lee St. Pensacola Fl. 32503to second party:Janis Aline Dibella<br/>1304 Dexterwhose post office address is1304 Dexter

WITNESSETH, That the said first party, for good consideration and for the sum of Ten Dollars Dollars (\$ 10.00 ) paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Escambia , State of Florida to wit:

> Lot Seven (7) to Twelve (12), Both inclusive, and the West Sixteen (16) Feet Eight(8) inches of Lot Thirteen (13), in Block Sixty -one (61). East Pensacola, according to map of J.E. Kauser Published in 1893

> > Instrument 00253633 Filed and recorded in the Official Records NOVEMBER 20, 1995 at 04:25 P.M. ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT Escambia County. Florida

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

FLA. FD J210-013-12-943 Signed, sealed and delivered in presence of: ne la foseph Florida State of 15 County of Escambia before me, On personally known to me (or proved to me of the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and the by fus/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) eved, executed the instrument. WITNESS my kand and official sector appeared my hand and official seal has Peny Signature Known Produced ID Affiant Type of ID Ff. DRivers License SANDRA P. HENDERSON Adary Public, State of Plantae My Comm. expires May 13, 1999 No. CC460681 5-210-013-12 (Seal) 9 Sonded Thes difficial distance # 1-(800) 723-0121 © E-Z Legal Forms. Before you use this form, read it, fill in all blanks, and make whatever changes are necessary to your particular transaction. Consult a lawyer if you doubt the form's fitness for your purpose and use. E-Z Legal Forms and the retailer make no representation or warranty, express or implied, with respect to the merchantability of this form for an intended use or purpose. (Revised 3/93) **Run-ATHP** 

Recorded in Public Records 12/30/2005 at 03:50 PM OR Book 5811 Page 1248, Instrument #2005462148, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$507.50



Prepared by and return to: WILLIAM E. FARRINGTON, II Wilson, Hafrell, Farrington & Ford, P.A. 307 South Palafox Street Pensacola, Florida 32502 WHSB&F# **1-40647** 

Parcel I.D. Number: 052s29-5905-013-061

#### WARRANTY DEED

#### KNOW ALL MEN BY THESE PRESENTS, That Barbara Benson, an

unmarried woman, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do/does hereby grant, bargain, sell, convey and warrant unto Lucas A. Bardsley and Beryl J. Bardsley, husband and wife, whose address is 2906 E. Lee Street, Pensacola, FL 32506; Grantees, Grantee's heirs, executors, administrators and assigns, forever, the following described property, situated in the County of Escambia, State of Florida, to-wit:

The East 8 feet 4 inches of Lot numbered 13 and all of Lots numbered 14,15 and 16, in Block numbered 61 in East Pensacola, as shown on map of East Pensacola drawn by J.E. Kauser in January 1893 and Recorded at Page 520 of Deed Book 77, of the Public Records of Escambia County, Florida.

The above described property is not the Constitutional Homestead of the Grantor, she resides in Lufkin, Texas.

and the Grantor does hereby fully warrant the title to said land and will defend the same against lawful claims of all persons whomsoever. Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed. Subject also to oil, gas and mineral reservations of record.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28th Day of December, 2005.

Signed, Sealed and Delivered in the presence of:

Sign Print Sign Print:

Barbara Benson by John Robbins, Attorney in Fact

STATE OF FLORIDA COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 28th Day of December, 2005, by John Robbins as Attorney in Fact for **Barbara Benson, an unmarried woman**, who is/are personally known to me or who produced \_\_\_\_\_\_\_ as identification and did not take an oath.

LISA A. DURANT Notary Public - State of FL Comm. Exp. 12/10/08 Comm. No. DD 372043

Sign: Print: NOTARY PUBLIC

My Commission Expires:\_\_\_\_\_ My Commission Number:\_\_\_\_\_

#### · · · · ·

#### RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE

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

#### NAME OF ROADWAY: É. LEE STREET

LEGAL ADDRESS OF: 2906 E. Lee Street, Pensacola, FL 32503

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

This form completed by:

WILSON, HARRELL, SMITH, BOLES & FARRINGTON, P.A. 307 South Palafox Street Pensacola, Florida 32501

AS TO SELLER(S):

WITNESSES TO SELLER(S):

**Helen** Forman Printed D For Agua Dra Barbara Benson by John Robbins, Attorney Printed Name:

Barbara Benson by John Robbins, Attorney Printed Name: <u>Meliss # Lafton ers</u> in Fact

AS TO BUYER(S):

Lucas Bardsley

Bery J. Bardsley

This form approved by the Escambia County Board of County Commissioners Effective: 4/15/95 WITNESSES TO BUYER(S):

Pri WEFAMEIN Printe dme

Recorded in Public Records 12/30/2005 at 03:50 PM OR Book 5811 Page 1246, Instrument #2005462147, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$507.50

18.50 50750

Prepared by and return to: WILLIAM E. FARRINGTON, II Wilson, Harrell, Farrington & Ford, P.A. 307 South Palafox Street Pensacola, Florida 32502 WHSB&F# **1-40647** 

Parcel I.D. Number: 052s29-5905-013-061

#### WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That Helen Forman, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do/does hereby grant, bargain, sell, convey and warrant unto Lucas A. Bardsley and Beryl J. Bardsley, husband and wife, whose address is 2906 E. Lee Street, Pensacola, FL 32506; Grantees, Grantee's heirs, executors, administrators and assigns, forever, the following described property, situated in the County of Escambia, State of Florida, to-wit:

The East 8 feet 4 inches of Lot numbered 13 and all of Lots numbered 14,15 and 16, in Block numbered 61 in East Pensacola, as shown on map of East Pensacola drawn by J.E. Kauser in January 1893 and Recorded at Page 520 of Deed Book 77, of the Public Records of Escambia County, Florida.

The above described property is not the Constitutional Homestead of the Grantor, she resides in Lufkin, Texas.

and the Grantor does hereby fully warrant the title to said land and will defend the same against lawful claims of all persons whomsoever. Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed. Subject also to oil, gas and mineral reservations of record.

**IN WITNESS WHEREOF,** I have hereunto set my hand and seal this 28th Day of December, 2005.

Signed, Sealed and Delivered in the presence of:

Sign: Shari Lanham Print: Shari Lanham

Sign: Mary W. alkinson Print: MARY W.

STATE OF TEXAS COUNTY OF Unglina

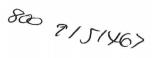
My Comm. Exp.

The foregoing instrument was acknowledged before me this 28th Day of December, 2005, by **Helen Forman**, who is/are personally known to me or who produced (Dersenally Known) as identification and did not take an oath.

to notary) BILLIE Y. AVER Notary Publ STATE OF TE

BILLIE UN Sign: Print: NOTARY PUBLIC

My Commission Expires:  $\frac{2}{09}$ My Commission Number:  $\frac{209}{36358}$ -4



#### **RESIDENTIAL SALES ABUTTING ROADWAY** MAINTENANCE DISCLOSURE

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

#### NAME OF ROADWAY: E. LEE STREET

**LEGAL ADDRESS OF:** 2906 E. Lee Street, Pensacola, FL 32503

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

This form completed by:

WILSON, HARRELL, SMITH, BOLES & FARRINGTON, P.A. 307 South Palafox Street Pensacola, Florida 32501

AS TO SELLER(S):

Vile-**Helen** Forman

WITNESSES TO SELLER(S):

Shari Lanhan Printed Name: Shari Lanham Mary W. atknom Printed Name: MAPY W. ATKINSON

AS TO BUYER(S):

#### WITNESSES TO BUYER(S):

Lucas A. Bardsley

Printed Name:

**Beryl J. Bardsley** 

Printed Name:

This form approved by the Escambia County Board of County Commissioners Effective: 4/15/95

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	Made this 14th       day of       December       A.D. 2000         by       Owen J. Melody and Julia T. Cadenhead,         Trustees of the Melody-Cadenhead       Revocable Trust dated August 23, 1999         hereinafter called the grantor, to       Kurt D. Young, unmarried         whose post office address is:       2905 East Blount Street         Pensacola, Florida 32503       Grantees'         hereinafter called the grantee:       1000000000000000000000000000000000000	OR BK 46.41 P61.51.8 Escambia County, Florida INSTRUMENT 2000-799274 DEED DOC STANDS PD 0 ESC CD 91281.00 12/22/09 EMIE GE WENN, CEN BY BY RCD Dec 22, 2000 02:02 pm Escambia County, Florida Ernie Lee Magaha Clerk of the Circuit Court INSTRUMENT 2000-799274
	(Whenever used herein the term "grantor" and "grantee" include all theirs, legal representatives and assigns of individuals, and the success Witnesseth, that the grantor, for and in consideration of the stand other valuable considerations, receipt whereof is hereby acknowledged releases, conveys and confirms unto the grantee, all that certain land situ: County, Florida, viz: Lots 21, 22 and 23, Block 61, East Pensacc portion of Section 5, Township 2 South, R. County, Florida, according to the revised January 1893, as recorded in Deed Book 77 Public Records of said County. SUBJECT TO covenants, restrictions, easement the current year.	tors and assigns of corporations) sum of \$ 10.00 I, hereby grants, bargains, sells, aliens, remises, atc in <b>Escambia</b> ola, a Subdivision of a ange 29 West, Escambia map of J. E. Kauser in at page 520, of the
	Parcel Identification Number: 05-28-29         Together with all the tenements, hereditaments and appurtenance.         To Have and to Hold, the same in fce simple forever.         And the grantor hereby covenants with said grantee that the grant         that the grantor has good right and lawful authority to sell and convey said         the title to said land and will defend the same against the lawful claims of         free of all encumbrances except taxes accruing subsequent to December 3         In Witness Whereof, the said grantor has signed and sealed         written.         Signed, sealed and delivered in our presence:         Image: I. 6. RosAnco         Name: Joanne Gunn	tor is lawfully seized of said land in fee simple; id land; that the grantor hereby fully warrants all persons whomsoever; and that said land is al, 2000 d these presents the day and year first above
	Name:     Name & Address:       Name:     Name & Address:       Name:     Name & Address:       State of     Florida       County of     Escambia	LS ILS Innymede Road Dia, FL 32504
WD-1 5/93	The foregoing instrument was acknowledged before me this 14th day Owen J. Melody and Julia T. Cadenhead, Tru Melody-Cadenhead Revocable Trust dated Aug	aut 23, 1999 Ariver's license as identification.

Recorded in Public Records 4/15/2020 11:34 AM OR Book 8280 Page 873, Instrument #2020031171, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$27.00 Deed Stamps \$1,225.00

> Prepared by and return to: Richard Hill Turner, III

Whibbs Stone & Barnett, P.A. 801 W. Romana Street Unit C Pensacola, FL 32502 850-434-5395 File Number: 20-288137 Will Call No.:

[Space Above This Line For Recording Data]

# Warranty Deed

This Warranty Deed made this 10th day of April, 2020 between Bart Grover Hudson, a single man whose post office address is 712 Bay Blvd, Pensacola, FL 32503, grantor, and Jon F Brakefield and Lori D Brakefield, husband and wife whose post office address is 325 Man O War Circle, Cantonment, FL 32533, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida to-wit:

Lots twenty-four (24), twenty-five (25), twenty-six (26), all in Block sixty-one, (61), East Pensacola, a subdivision of a portion of Section five (5), township two(2) South, Range Twenty-nine (29) West, in Escambia County, Florida, according to the revised map of East Pensacola drawn by J. E. Kauser in January 1893, and recorded in Deed Book 77, Page 520, of the records of said County.

Parcel Identification Number: 052S295905027061

Subject to covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessment for the year 2020 and subsequent years; and all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

DoubleTime®

Witness Name: MAN an ss Name:

Print Grover Hudson (Seal)

State of Florida County of Escambia

The foregoing instrument was acknowledged before me by means of  $\square$  physical presence or  $\square$  online notarization, this 10th day of April, 2020 by Bart Grover Hudson, who [] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

12	A	
Notary Public	01	
Printed Name:	Richard	Turner

My Commission Expires:

RICHARD HILL TURNER III Commission # GG 032950 Expires September 22, 2020 Bonded Thru Troy Fain Insurance 800-385-7019

Warranty Deed - Page 2

DoubleTime®

#### RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE

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

Name of Roadway:

Legal Address of Property:

2903 E. Bloun# Street, Pensacola, FL 32503 2903 E. Blount Street, Pensacola, FL 32503

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

This form completed by:

Witness Name:

Whibbs Stone Barnett , P.A. 801 W. Romana St., Unit C Pensacola, FL 32502

AS TO SE Witness Name: Witness Name

hut front (Seal)

AS TO BUYER(S): Witness Name 2: Witness

Bratefell (Seal)

Recorded in Public Records 4/22/2019 1:46 PM OR Book 8081 Page 1821, Instrument #2019034548, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$1,400.00

. . .

Prepared by: William E. Farrington, II Wilson, Harrell, Farrington, Ford, et.al., P.A. 307 South Palafox Street Pensacola, Florida 32502

File Number: 1-53777

#### **General Warranty Deed**

Made this April 22, 2019 A.D., By Robert L. Hubbard and Kathy K. Hubbard, husband and wife, whose post office address is: 1401 East Gadsden Street, Pensacola, Florida 32501, hereinafter called the grantor, to Bart Grover Hudson and Dean Carlton Dubois, a married couple, whose post office address is: 5810 Ipswich Road, Bethesda, Maryland 20814, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

#### See Attached EXHIBIT "A"

Said property is not the homestead of the Grantor under the laws and constitution of the State of Florida in that neither Grantor nor any members of the household of Grantor reside thereon.

Parcel ID Number: 052S29-5905-024-061

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2018.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

(Seal) obert L. Hubbar (Seal) hy K. Hubb Tonjia Brown Witness Printed Name

State of Florida County of Escambia

The foregoing instrument was acknowledged before me this 22nd day of April 2019, by Robert L. Hubbard and Kathy K. Hubbard, husband and wife, who is/are personally known to me or who has produced



TONJIA BROWN Commission # GG 302994 Expires April 13, 2023 Bonded Thru Budget Notary Services

Votary Public Tonjia Brown Print Name

My Commission Expires:

• • •

# Exhibit "A"

Lots 27, 28, 29, 30, and 31, Block 61, East Pensacola Heights, a subdivision of a portion of Section five (5), Township two (2) South. Range twenty-nine (29) West, in Escambia County, Florida, as shown according to the revised map of East Pensacola drawn by J. E. Kauser in January, 1893, and recorded in Deed Book 77, Page 520 of the records of said county.

#### LESS AND EXCEPT

A parcel of land situate, lying and being in Section 5, Township 2 South, Range 29 West, Escambia County, Florida, being described as follows: Commence at a 5/8 inch iron rod marking the Northwest corner of Lot 27, Block 61 of the Revised map of East Pensacola as recorded in Deed Book 77, Page 520 of the Public Records of Escambia County, Florida, and being the point of intersection of the existing Southerly right of way line (60 foot right of way) of Blount Street with the existing easterly right of way line (right of way varies) of Perry Avenue; thence South 48 degrees 11 minutes 38 seconds West 74.13 feet along said existing easterly right of way line to the POINT OF BEGINNING; thence continue South 48 degrees 50 minutes 38 seconds West 70.00 feet along said existing easterly right of way line; thence departing said existing easterly right of way line, run South 87 degrees 10 minutes 44 seconds East 1.22 feet to the beginning of a non-tangent curve, concave easterly, having a radius of 388.26 feet; thence from a tangent bearing of North 07 degrees 12 minutes 25 seconds East, run northeasterly 89.99 feet along said curve, through a central angle of 13 degrees 16 minutes 49 seconds to end of curve, and POINT OF BEGINNING.

File Number: 1-53777

From: Sent: To: Subject: Annie Bloxson Thursday, May 28, 2020 7:35 AM Cynthia Cannon RE: 2900 E. Lee St. Vacation of Alley

Good Morning,

I do not oppose to the Vacation of Alley request at 2900 E. Lee Street.

Respectfully,

Annie Bloxson Fire Marshal Visit us at <u>PensacolaFire.com</u> 475 E. Strong St. Pensacola, FL 32501 Office: 850.436.5200 abloxson@cityofpensacola.com



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

From: Cynthia Cannon <CCannon@cityofpensacola.com>

### Sent: Thursday, May 21, 2020 2:22 PM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris

From: Sent: To: Subject: Derrik Owens Wednesday, May 20, 2020 1:43 PM Cynthia Cannon RE: 2900 E. Lee St. Vacation of Alley

No issue with the request...thx

# From: Cynthia Cannon <CCannon@cityofpensacola.com>

Sent: Wednesday, May 20, 2020 12:38 PM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com> Subject: 2900 E. Lee St. Vacation of Alley

Good Afternoon All,

Please see the attached application before the Planning Board for a Vacation of Right of Way request at 2900 E. Lee Street. If you could submit your comments by Wednesday May 27, 2020 it would be greatly appreciated.

Thank you,

# Cynthia Cannon, AICP

Assistant Planning Director Visit us at <u>http://cityofpensacola.com</u> 222 W Main St. Pensacola, FL 32502 Office: 850.435-1670 ccannon@cityofpensacola.com



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

From: Sent: To: Subject: Jonathan Bilby Thursday, May 21, 2020 4:37 PM Cynthia Cannon RE: 2900 E. Lee St. Vacation of Alley

No issues with me.

### From: Cynthia Cannon

Sent: Thursday, May 21, 2020 2:22 PM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com> Subject: 2900 E. Lee St. Vacation of Alley

Good Afternoon All,

I'm resending the attached Vacation of ROW application for 2900 E. Lee St because all of the attachments didn't transfer properly in my previous email. This is a request to the Planning Board for a Vacation of Right of Way at 2900 E. Lee Street.

If you could please submit your comments by Wednesday May 27, 2020 it would be greatly appreciated.

Thank you,

# Cynthia Cannon, AICP

Assistant Planning Director Visit us at <u>http://cityofpensacola.com</u> 222 W Main St. Pensacola, FL 32502 Office: 850.435-1670 <u>ccannon@cityofpensacola.com</u>



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From:Diane MooreSent:Tuesday, May 26, 2020 8:46 AMTo:Cynthia CannonSubject:RE: 2900 E. Lee St. Vacation of Alley

Pensacola Energy has no gas facilities within the alleyway between Lee and Blount Street behind the property at 2900 E. Lee St.

Thanks, Diane

Diane Moore | Gas Distribution Engineer Pensacola Energy | 1625 Atwood Drive, Pensacola, Fl 32514 Desk: 850-474-5319 | Cell: 850-324-8004 | Fax: 850-474-5331 Email: <u>dmoore@cityofpensacola.com</u>

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



For Non-Emergency Citizen Requests, Dial 311 or visit Pensacola311.com

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#### From: Cynthia Cannon <CCannon@cityofpensacola.com>

#### Sent: Thursday, May 21, 2020 2:22 PM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com> Subject: 2900 E. Lee St. Vacation of Alley

Good Afternoon All,

From:	Andre Calaminus <andre.calaminus@ecua.fl.gov></andre.calaminus@ecua.fl.gov>
Sent:	Wednesday, May 27, 2020 8:01 AM
То:	Cynthia Cannon
Subject:	[EXTERNAL] RE: 2900 E. Lee St. Vacation of Alley

### THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Good morning Cynthia,

ECUA has no comment on the subject right-of-way vacation request. ECUA does not have any facilities in the alleyway and will not require an easement to be retained.

Thanks,

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

From: Cynthia Cannon <CCannon@cityofpensacola.com>

Sent: Thursday, May 21, 2020 2:22 PM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com> Subject: 2900 E. Lee St. Vacation of Alley

### \*\*WARNING: This is an external email --- DO NOT CLICK links or attachments from unknown senders \*\*

Good Afternoon All,

I'm resending the attached Vacation of ROW application for 2900 E. Lee St because all of the attachments didn't transfer properly in my previous email. This is a request to the Planning Board for a Vacation of Right of Way at 2900 E. Lee Street.

If you could please submit your comments by Wednesday May 27, 2020 it would be greatly appreciated.

Thank you,

# Cynthia Cannon, AICP

Assistant Planning Director Visit us at <u>http://cityofpensacola.com</u>

From:	Simmons, Kellie <kellie.simmons@nexteraenergy.com></kellie.simmons@nexteraenergy.com>
Sent:	Tuesday, May 26, 2020 9:41 AM
То:	Cynthia Cannon
Subject:	[EXTERNAL] RE: 2900 E. Lee St. Vacation of Alley

### THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Below is from our Engineering Dept.:

As long as I am interpreting the vacation correctly in that each property owner along the alleyway will gain 10' of the strip along their property frontage. This would allow the only pole in the alleyway to then be located on the property of the house it serves. See the picture below for clarification.

If this is the case then we would not need an easement for this strip.

If you need anything further, please let me know.

Thank you,

Gulf Power' Kellie G. Simmons Sr. Corporate Real Estate Representative Office – (850) 444-6870 Cell - (850) 549-1134

#### From: Cynthia Cannon <CCannon@cityofpensacola.com>

Sent: Thursday, May 21, 2020 2:22 PM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Simmons, Kellie <Kellie.Simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com> Subject: 2900 E. Lee St. Vacation of Alley

Caution - External Email (ccannon@cityofpensacola.com)

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# MINUTES OF THE PLANNING BOARD June 9, 2020

MEMBERS PRESENT:	Chairperson Paul Ritz, Board Member Grundhoefer, Board Member Murphy, Board Member Wiggins
MEMBERS VIRTUAL:	Vice Chairperson Larson
MEMBERS ABSENT:	Board Member Powell, Board Member Sampson
STAFF PRESENT:	Assistant Planning Director Cannon, Senior Planner Statler, Assistant City Attorney Lindsay, Historic Preservation Planner Harding
OTHERS VIRTUAL:	Christy Cabassa, Scott Sallis, Cynthia Bradford, Ryan Norenberg

### AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from May 12, 2020.
- New Business:
  - 1. 57 S. 9th Avenue Gateway Review District New Two Story Townhouse
  - 2. 29 N. 9th Avenue Gateway Review District New Three Story Mixed-Use Building
  - 3. Request for Vacation of Right-of-Way 2900 E. Lee Street between Perry Avenue and Pickens Avenue
  - 4. Request for License to Use Right-of-Way 2110 E. Lakeview Avenue
- Open Forum
- Discussion on the Proposed Amendment to the Tree Ordinance
- Adjournment

### Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the virtual Board meeting.

### Approval of Meeting Minutes

Board Member Wiggins made a motion to approve the May 12, 2020 minutes, seconded by Board Member Grundhoefer, and it carried unanimously.

### New Business

### 57 S. 9TH AVENUE - GATEWAY REVIEW DISTRICT - NEW TWO STORY TOWNHOUSE

Assistant Planning Director Cannon stated this item was in the GRD-1 which was in the Aragon redevelopment area. Ms. Cabassa presented to the Board and stated this was a single family residence attached to the Aragon Winebar, and they had received preliminary Aragon approval. There would be an out building for a garage connected with a breezeway and courtyard. All setbacks and heights had met the Aragon requirements. Chairperson Ritz advised this would be a great addition to that area. Board Member Grundhoefer indicated he had talked with the Aragon Review Committee Chairperson who said it had passed the Aragon requirements. Board Member Wiggins explained she had no concerns with the products of this designer. Board Member Wiggins made a motion to approve, seconded by Board Member Grundhoefer, and it carried unanimously.

### 29 N. 9TH AVENUE – GATEWAY REVIEW DISTRICT – NEW THREE STORY MIXED-USE BUILDING

Chairperson Ritz was glad to see some infill and stated he would not hesitate to support any project presented by Mr. Sallis. Mr. Sallis presented to the Board and stated the project was submitted to the Aragon Review Committee 27 days ago, and he expected a response within the next few days. He also stated the space was very generic right now and they had no tenant at this time. Chairperson Ritz explained this project would make it a more unified streetscape. Mr. Sallis confirmed if the rooftop was eliminated, it would return for an abbreviated review and Aragon approval would still apply. **Board Member Wiggins made a motion to approve, seconded by Board Member Grundhoefer, and it carried unanimously.** 

# REQUEST FOR VACATION OF RIGHT-OF-WAY – 2900 E. LEE STREET BETWEEN PERRY AVENUE AND PICKENS AVENUE

Chairperson Ritz pointed out the alleyway was not effective for vehicles, but the request here would give the property owners what would have been the property of the citizens of Pensacola. He suggested the right-of-way was probably not being used as intended and did not see any negative issues. It was pointed out that one property owner (2907 E. Blount) had not signed the petition to vacate; the property had been verified as vacant. Ms. Bradford addressed the Board and stated a chain link fence runs the entire length, and looked like it had not been traversed in 50 years. The owner of 2907 E. Blount could not be located, and ECUA had verified that home was abandoned. Chairperson Ritz explained the property owners of record had participated in this request. Staff indicated neighbors within 300' had been notified of this request. Chairperson Ritz advised if approved, this request would proceed to the Council for two readings prior to final approval.

Mr. DiBella advised the alleyway was the only way to access his property. Assistant City Attorney Lindsay advised Mr. DiBella's wife's name was on this deed, and there was access from the street with no requirement for the property to be accessed from the alley.

City of Pensacola Planning Board Minutes for June 9, 2020 Page 3

Mr. DiBella was a building contractor who needed access to the rear of the property. However, Chairperson Ritz advised Ms. DiBella had signed the petition to be a part of the vacation. He asked if Mr. DiBella was occupying any portion of the right-of-way, and Mr. DiBella stated he was not, but the fence was on their property line. Board Member Wiggins asked why his wife signed the petition, and Mr. DiBella stated she did not want to offend Ms. Bradford, but they had not talked together about it. It was determined Ms. DiBella's signature was received within the last few days. Board Member Murphy asked if the entire yard was fenced, was there a gate, and Mr. DiBella advised there was one which was overgrown in bushes. The property had been cleared, and the terrain was left unstable and impassable. Assistant City Attorney Lindsay clarified that Ms. DiBella owns the land, they live separately and homestead their separate residences. Chairperson Ritz explained if this matter proceeded to Council, Mr. and Mrs. DiBella could speak to Council on their concerns. **Board Member Wiggins made a motion to approve the vacation, seconded by Board Member Murphy, and it carried unanimously.** 

### REQUEST FOR LICENSE TO USE RIGHT-OF-WAY – 2110 E. LAKEVIEW AVENUE

For clarification, Assistant Planning Director Cannon explained the difference between a right-of-way and an LTU.

Ryan Norenberg has requested to install a 4' black aluminum fence across the front of his home, located no closer than 10' across the edge of Lakeview Avenue. Chairperson Ritz indicated there were lots of places along Lakeview without sidewalks; the City is adding sidewalks as they go along, but with LTU's and fences, the City would not be able to complete the sidewalks easily. He would like to see LTUs for general public use and not necessarily to close off spaces.

Board Member Murphy agreed that the City was trying to make neighborhoods more walkable, and this would reduce the ability to construct sidewalks especially in this area, and she felt it was important to keep this open. Board Member Grundhoefer agreed this was such a thoroughfare, it would be the next logical street for sidewalks, and a fence should be placed on their private property.

Mr. Norenberg addressed the Board and in looking at the aerial view, noted how close his house was to the front of the property. He was asking to enclose as much as possible to protect his children and the dog. Since there was slim to no chance for traffic calming, this seemed the best idea. Chairperson Ritz advised his house was 15' from the edge of the public sidewalk and could not support the request for an LTU. Board Member Wiggins advised the applicant that proceeding with a right-of-way vacation would substantially increase the property taxes, but she could not support the LTU. Board Member Murphy mentioned another reason for concern was the addition of a metal fence might be a potential sight safety issue with drivers attempting to turn right from Magnolia onto Lakeview.

**Board Member Grundhoefer made a motion to deny, seconded by Board Member Murphy.** Chairperson Ritz confirmed this item would proceed to Council as a recommendation. The motion then carried unanimously.

### <u> Open Forum</u> – None

### **Discussion on the Proposed Amendment to the Tree Ordinance**

Chairperson Ritz advised 2019 House Bill 1159 was circulated, and he read it as a lay person. Board Member Wiggins wanted to make sure anything the Board did fell within

City of Pensacola Planning Board Minutes for June 9, 2020 Page 4

the State law.

Ms. Murphy addressed the Board and stated she attended a private workshop with Lyssa Hall from Arizona, and the University of Florida professors will probably come in August for workshops; Lyssa Hall would participate virtually. She has asked key people for locations to allow workshops to be centrally located for public input. Chairperson Ritz had attended the virtual meeting; his takeaway was the botanical names for plantings, and the species list was not as accurate as it could be. He emphasized the City has a current tree ordinance, and the State has rulings and laws as well. Board Member Murphy hoped to have specific dates before the next Board meeting which would be forwarded to the Board members.

<u>Adjournment</u> – With no further business, Chairperson Ritz thanked the Board for its patience with the change in methods of physical and virtual participation and adjourned the meeting at 3:06 pm.

Respectfully Submitted,

Cynthia Cannon, AICP Assistant Planning Director Secretary to the Board

PROPOSED ORDINANCE NO. <u>31-20</u>

ORDINANCE NO.

### AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF THE ALLEWAY LOCATED IN BLOCK 61, EAST PENSACOLA; IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a public hearing was held on July 16, 2020, as to the vacation of a portion of the alleyway located in Block 61, East Pensacola; Pensacola, Escambia County, Florida; and

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

A portion of that certain twenty (20) foot alley bound on the west by Perry Avenue and on the east by Pickens Avenue, less and except that portion of alley immediately abutting LOTS 17 TO 20 of BLOCK 61, EAST PENSACOLA, a subdivision of a portion of Section 5, Township 2 South, Range 29 West, lying and being in Escambia County, Florida, as shown according to the revised map of East Pensacola drawn by J.E. Kauser in January 1893, and recorded in Deed Book 77, Page(s) 520 of the Public Records of Escambia County, Florida.

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

SECTION 3. That, notwithstanding the foregoing sections, the City of Pensacola reserves for itself and all existing utility providers, their successors and assigns, a full width easement in the entire portion the right of way vacated hereby for the purpose of locating and maintaining public utilities and improvements.

SECTION 4. 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 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

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

Approved: \_\_\_\_\_

President of City Council

Attest:

City Clerk



Memorandum

File #: 31-20

**City Council** 

7/16/2020

### LEGISLATIVE ACTION ITEM

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

SUBJECT:

PROPOSED ORDINANCE NO. 31-20 - VACATION OF ALLEYWAY - BLOCK 61, EAST PENSACOLA HEIGHTS

#### **RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 31-20 on first reading.

AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF THE ALLEYWAY LOCATED IN BLOCK 61, EAST PENSACOLA; IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

#### HEARING REQUIRED: Public

#### SUMMARY:

The City of Pensacola received a request from Cynthia Bradford for approval of a vacation of a portion of the alleyway located in Block 61, East Pensacola Heights, adjacent to her property at 2900 E. Lee Street. The application includes signed petitions from the abutting property owners at 2904 E. Lee Street, 2906 E. Lee Street, 2905 E. Blount Street, 2903 E. Blount Street, and 1098 Bayou Boulevard. The vacation shall be no less than ten (10) feet to the centerline of the alley.

The purpose of the vacation is to allow the applicant to come into compliance with the R1-AAA rear yard setback requirement. Additionally, this vacation would allow the applicant to pursue a lot subdivision if desired in the future.

The Planning Board unanimously recommended approval at their June 9, 2020 meeting.

### PRIOR ACTION:

None

### FUNDING:

N/A

### FINANCIAL IMPACT:

None

### CITY ATTORNEY REVIEW: Yes

6/22/2020

# STAFF CONTACT:

Keith Wilkins, City Administrator Kerrith Fiddler, Deputy City Administrator - Community Development Sherry Morris, AICP, Planning Services Director

### ATTACHMENTS:

- 1) Vacation of Right of Way Application
- 2) Planning Board Minutes June 9, 2020 Draft
- 3) Proposed Ordinance No. 31-20

### PRESENTATION: No

VACATION OF ALLEY OR STREET RIGHT OF WAY
Fee: \$2,000.00 Rehearing/Rescheduling Planning Board: \$250.00 Rehearing/Rescheduling City Council: \$500.00
Applicant Information:
Name: Cynthia A, Bradtord
Address: 2900 E. Lec St., Pensacok, FC 32503
Phone: (890) 287-3716 Fax: N/A Email: BradfordCineCox.net
Property Information:
Owner Name: Cynthia A. Bradford
Location/Address: 2900 E. Lee St., Pensacola, Fr 32503
Legal Description: <u>Please attach a full legal description (from deed or survey)</u>
Purpose of vacation of city right of way/comments:
The footprint of my existing nome is not in compliance with current zoning
RI-AAA setback requirements at the rear of my property. The additional 10 ft.
(which is already forced into my existing yard), would bring my property into
Compliance and allow me freedom to pursue dividing and building a new
home without need to submit future variance requests. /// See additional
comments and reasons for request in supporting documentation to application
I, the undersigned applicant, understand that submittal of this application does not entitle me to approval of this vacation request and that no refund of these fees will be made. I have reviewed a copy of the applicable regulations and understand that I must be present on the date of the Planning Board and City Council meeting. Signature of Applicant Date
(Owner of Property or Official Representative of Owner)
FOR OFFICE USE ONLY
District:
Date Received: Case Number:
Date Postcards mailed:
Planning Board Date:       Recommendation:         Council Date:       Council Action:

#### Sec. 12-12-4. Vacation of Streets, alleys

This section is established to provide for the vacation of streets, alleys or other public rights-of-way by official action of the city council.

(A) *Application*. An application for vacation of streets, alleys or other public right-of-way shall be filed with the community development department and shall include the reason for vacation and a legal description of the property to be vacated. Application for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated. If all property owners do not sign the petition requesting such alley vacation, city staff shall determine the portion of the alley to be vacated.

- (1) An application for vacation of streets, alleys or other public right-of-way must be submitted to the community development department at least twenty-one (21) days prior to the regularly scheduled meeting of the planning 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 the following information and such other information as may be reasonably requested to support the application:
    - 1. Accurate site plan drawn to scale;
    - 2. A legal description of the property proposed to be vacated;
    - 3. Proof of ownership of the adjacent property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;
    - 4. Reason for vacation request;
    - 5. Petition form signed by all property owners abutting the portion of the right-of-way or alley to be vacated.
  - (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 or city council at the discretion of the applicant initiating the request upon written notice to the board secretary.

(B) *Planning board review and recommendation*. The community development department will distribute copies of the request to vacate to the appropriate city departments and public agencies for review and comment: Said departments shall submit written recommendations of approval, disapproval or suggested revisions, and reasons therefore, to the city planning department. The planning board shall review the vacation request and make a recommendation to the city council at a regularly scheduled planning board meeting.

- (1) Public notice for vacation of streets, alleys.
  - (a) A sign shall be prominently posted on the property to which the application pertains. at least seven (7) days prior to the scheduled board meeting.
  - (b) The community development department shall notify property owners within a three hundred (300) radius, as identified by the current Escambia County tax roll maps, of the property proposed for vacation with a public notice by post card at least five (5) days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.
- (C) City council review and action. The planning board recommendation shall be forwarded to the city council for review and action.
  - (1) Notice and hearing. The city council shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting. Planning staff shall post a sign specifying the date and time of the public hearing at least seven (7) days prior to the hearing. 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. The community development department shall notify property owners by certified mail, as identified by the current Escambia County tax roll, at least fifteen (15) days prior to the city council public hearing
    - (a) In case of an alley vacation request all adjacent owners shall be notified.
    - (b) In the case of a street vacation request, all property owners within three hundred feet (300') of the request shall be notified.
  - (2) Action. The city council shall approve, approve with modifications, or deny the vacation request at the council public hearing. If the request is approved by the council, an ordinance will be drawn and read two (2) times following the public hearing, at which time the vacation becomes effective.

(D) *Easements retained.* If the city council determines that any portion of a public street or right-of-way is used or in the reasonably foreseeable future will be needed for public utilities, the street may be vacated only upon the condition that appropriate easements be reserved for such public utilities.

(E) Zoning of vacated property. Whenever any street, alley or other public right-of-way is vacated, the district use and area regulations governing the property abutting upon each side of such street, alley or public right-of-way shall be automatically extended to the center of such vacation and all area included within the vacation shall thereafter be subject to all appropriate regulations of the extended use districts.

(F) Ownership of property. Whenever any street, alley or public right-of-way is vacated, ownership of said property conferred by such action shall extend from the right-of-way line to the center of said property, unless otherwise specified.

Supporting documentation to accompany Vacation of Alley or Street Right of Way Application submitted by Cynthia Bradford (2900 E. Lee St., Pensacola, FL 32503), pursuant to Code of Ordinances, Title XII – Land Development Code Chapter 12-12, Section 12-12-4 Vacation of Streets, alleys (A) Application (3)(b)(1-5)

### 1. Accurate site plan drawn to scale

See attachment: Boundary Survey for block 61



 $\sim$ 

### 2. A legal description of the property proposed to be vacated

A portion of 20 foot alley laying in Block sixty-one (61), EAST PENSACOLA, a subdivision of a portion of Section five (5), Township two (2) South, Range twenty-nine (29) West, in the City of Pensacola, as shown according to the revised map of East Pensacola drawn by J.E. Kauser in January 1893, and recorded in Deed Book 77, Page(s) 520 of the Public Records of Escambia County, Florida.

Portion proposed for vacation is 20 foot alley bound on the west by Perry Avenue and on the east by Pickens Avenue, minus portion of alley immediately abutting LOTS 17 TO 20 BLOCK 61 OR 583/992 P 599/25 EAST PENSACOLA PLAT DB 77 P 520 CA 4.

See attachment: <u>Block 61 Map</u> (requested portion of alley highlighted in yellow)



3. Proof of ownership of the adjacent property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney

See attachments:

a. <u>Bradford Warranty Deed</u> (2900 E. Lee St. / parcel # 052S295905001061)



b. Dibella QC Deed (2904 E. Lee St. / parcel #052S295905007061)



c. Bardsley Warranty Deeds #1 & #2 (2906 E. Lee St. / parcel #052S295905013061)



Deed #1.pdf Deed #2.pdf

d. Young Warranty Deed (2905 E. Blount St. / parcel #052S295905021061)



Brakefield Warranty Deed (2903 E. Blount St. / parcel #052S295905027061) e.



f. Hudson Warranty Deed & Dubois death certificate filing (1098 Bayou Blvd. / parcel #052S295905024061)

PDF	PDF
Hudson Warranty	Dubois death cert
Deed.pdf	screen.pdf

### 4. Reason for vacation request

The footprint of my existing home is not in compliance with current zoning R1-AAA setback requirements at the rear of my property. The additional 10 feet (which is already fenced into my existing yard), would bring my property into compliance and allow me freedom to pursue dividing and building a new home without need to submit future variance requests. There is a 25+ year old chain length fence running down the middle the length of said alley, along with overgrowth, large trees and personal property of residents. All existing homeowners are homesteaded and currently utilize their portions of the alley, therefore vacating it would allow for legal ownership rights, as well as responsibilities for maintaining the land. The two owners with vacant lots are both preparing to build their homesteaded homes, and vacating would allow for better home site planning.

See attached application for Vacation of Alley Application (Bradford)



- 5. Petition form signed by all property owners abutting the portion of the right-of-way or alley to be vacated.
  - See attachments

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a. <u>Dibella Petition</u> (2904 E. Lee St. / parcel #052S295905007061)



Dibella petition.pdf

b. <u>Bardsley Petition</u> (2906 E. Lee St. / parcel #052S295905013061)

Bardsley petition.pdf

c. <u>Young Petition</u> (2905 E. Blount St. / parcel #052S295905021061)



Young petition.pdf

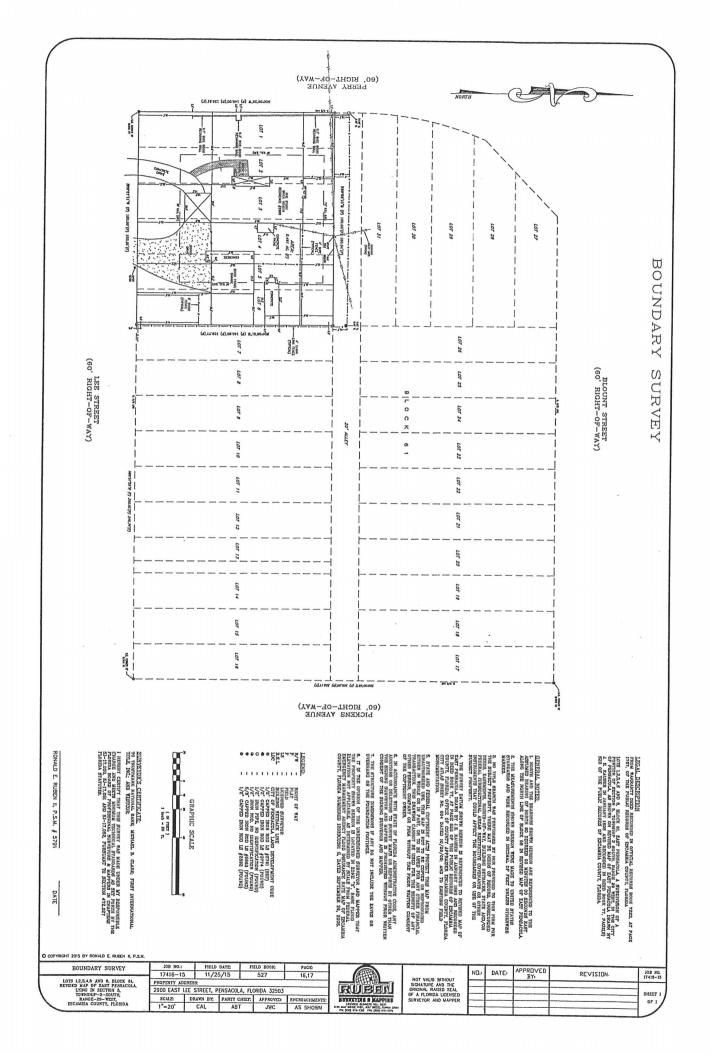
d. Brakefield Petition (2903 E. Blount St. / parcel #052S295905027061)



e. Hudson Petition (1098 Bayou Blvd. / parcel #052S295905024061)



Hudson petition.pdf





As the legal owner of the below listed property, I am providing this petition letter to accompany Cynthia A. Bradford's application to the City of Pensacola for Vacation of Alley or Street Right of Way. This petition is pursuant to Sec 12-12-4 Vacation of Streets, Alleys (A) ... Application for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated. My property abuts the City of Pensacola Alley bound on the west by Perry Avenue and on the east by Pickens Avenue (EAST PENSACOLA BLK 61 PLAT DB 77 P 520). My signature below constitutes agreement to said request to vacate the alley.

Address: 2904 E. Lee. St. Pensacola, FL 32503

Legal Description: LTS 7 TO 12 AND W 16 FT 8 IN OF LT 13 BLK 61 EAST PENSACOLA PLAT DB 77 P 520 OR 1528 P 518 OR 3873 P 699 CA 4

Owner/Co-Owner/Spouse (Print): Janis ALine DiBella Prin Dimo DiBella Aere 7-20

Laris aline DiBella nature

As the legal owner of the below listed property, I am providing this petition letter to accompany Cynthia A. Bradford's application to the City of Pensacola for Vacation of Alley or Street Right of Way. This petition is pursuant to Sec 12-12-4 Vacation of Streets, Alleys (A) ... Application for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated. My property abuts the City of Pensacola Alley bound on the west by Perry Avenue and on the east by Pickens Avenue (EAST PENSACOLA BLK 61 PLAT DB 77 P 520). My signature below constitutes agreement to said request to vacate the alley.

#### Address: 2906 E LEE ST, PENSACOLA, FL 32503

#### Legal Description: E 8 FT 4 IN OF LT 13 AND ALL LTS 14 15 16 BLK 61 EAST PENSACOLA PLAT DB 77 P 520 OR 5811 P 1248 OR 5811 P 1246 CA 4

Owner/Co-Owner/Spouse (Print): Lucas Barosley

Signature

5/15/20

Owner/Co-Owner/Spouse (Print): BERYL BARDSLEY

\_\_\_\_\_

5.15.20 Date

Signature

As the legal owner of the below listed property, I am providing this petition letter to accompany Cynthia A. Bradford's application to the City of Pensacola for <u>Vacation of Alley or Street Right</u> <u>of Way</u>. This petition is pursuant to Sec 12-12-4 Vacation of Streets, Alleys (A) ...*Application for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated*. My property abuts the City of Pensacola Alley bound on the west by Perry Avenue and on the east by Pickens Avenue (EAST PENSACOLA BLK 61 PLAT DB 77 P 520). My signature below constitutes agreement to said request to vacate the alley.

#### Address: 2905 E. BLOUNT ST., PENSACOLA, FL 32503

Legal Description: LTS 21 22 23 BLK 61 EAST PENSACOLA PLAT DB 77 P 520 OR 4641 P 1518 CA 4

**Owner/Co-Owner/Spouse (Print):** Signature

Owner/Co-Owner/Spouse (Print): \_\_\_\_\_

Signature

Date

As the legal owner of the below listed property, I am providing this petition letter to accompany Cynthia A. Bradford's application to the City of Pensacola for <u>Vacation of Alley or Street Right</u> <u>of Way</u>. This petition is pursuant to Sec 12-12-4 Vacation of Streets, Alleys (A) ...*Application for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated*. My property abuts the City of Pensacola Alley bound on the west by Perry Avenue and on the east by Pickens Avenue (EAST PENSACOLA BLK 61 PLAT DB 77 P 520). My signature below constitutes agreement to said request to vacate the alley.

Address: 1098 Bayou Blvd., Pensacola, FL 32503

Legal Description: LTS 27 28 29 30 & 31 EAST PENSACOLA BLK 61 PLAT DB 77 P 520 OR 8081 P 1821 LESS OR 3896 P 112 RD R/W CA 4

Owner/Co-Owner/Spouse (Print): _	BART	6.	HUDSON	
Print q. 1h_				5 18 2020
Signature )				Date

Owner/Co-Owner/Spouse (Print):

Signature

Date

As the legal owner of the below listed property, I am providing this petition letter to accompany Cynthia A. Bradford's application to the City of Pensacola for <u>Vacation of Alley or Street Right</u> <u>of Way</u>. This petition is pursuant to Sec 12-12-4 Vacation of Streets, Alleys (A) ....*Application* for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated. My property abuts the City of Pensacola Alley bound on the west by Perry Avenue and on the east by Pickens Avenue (EAST PENSACOLA BLK 61 PLAT DB 77 P 520). My signature below constitutes agreement to said request to vacate the alley.

#### Address: 2903 E. Blount St., Pensacola FL 32503

Legal Description: LTS 24 25 26 EAST PENSACOLA BLK 61 PLAT DB 77 P 520 OR 8280 P 873 LESS OR 3896 P 112 RD R/W CA 4

Owner/Co-Owner/Spouse (Print): Jon Brakefield Sakfield 2020

Signature

Date

Owner/Co-Owner/Spouse (Print): Lori Brakefield

ni Grakebuld

5/17/2020

Signature

Date

Recorded in Public Records 5/14/2018 4:18 PM OR Book 7899 Page 345, Instrument #2018036836, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$1,771.00

> Prepared by and Return to: Charlyne Kilpatrick, an employee of First International Title, Inc. 4300 Bayou Blvd., Suite 7 Pensacola, FL 32503

File No.: 122455-58



This indenture made on May 1, 2018, by **Michael B. Clark, an unmarried man**, whose address is: P.O. Box 75123, Cincinnati, OH 45275 hereinafter called the "grantor", to **Cynthia Bradford, an unmarried woman**, whose address is: 2900 East Lee Street, Pensacola, FL 32503 hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

**Witnesseth**, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Escambia** County, **Florida**, to-wit:

Lots 1, 2, 3, 4, 5 and 6, Block 61, EAST PENSACOLA, a subdivision of a portion of Section 5, Township 2 South, Range 29 West, in the City of Pensacola, as shown on revised map of East Pensacola drawn by J. E. Kauser in January 1893 and recorded in Deed Book 77, Page(s) 520 of the Public Records of Escambia County, Florida.

Parcel Identification Number: 052S295905001061

**Subject to** all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2017.

BK: 7899 PG: 346 Last Page

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Clark

Signed, sealed and delivered in our presence: Witness Signatur Charlyne Kilpatrick Print Name:

Witness Signature Print Name:

State of FLORIDA County of Escambia

The Foregoing Instrument Was Acknowledged before me on the day of May 2018, by Michael B. Clark who is/are personally known to me or who has/have produced the following as identification: 1)M. 1/0/10 110000

**Notary Public** 

CHARLYNE KILPATRICK Notary Public - State of Florida Notary Public - State of Fiorida Commission # GG 204299 My Comm. Expires Jun 20, 2022 Bonded through National Notary Assn. 10 10

1.

Form A298

Prepared by Johnny Dibella 2121 W. Jackson Pensacola, Fl. 32505 OR BK3873 Pg0699

D S PD \$0.70 Mort \$0.00 ASJM \$0.00 NOVEMBER 20, 1995 Ernie Lee Magaha, Clerx of the Circuit Court BY: 0.0.

**QUITCLAIM DEED** 

THIS QUITCLAIM DEED, Executed this 2nd day of Nov., 19 95first party, to Aline l. Josephwhose post office address is2904 East Lee St. Pensacola Fl. 32503to second party:Janis Aline Dibella<br/>1304 Dexterwhose post office address is1304 Dexter

WITNESSETH, That the said first party, for good consideration and for the sum of Ten Dollars Dollars (\$ 10.00 ) paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Escambia , State of Florida to wit:

> Lot Seven (7) to Twelve (12), Both inclusive, and the West Sixteen (16) Feet Eight(8) inches of Lot Thirteen (13), in Block Sixty -one (61). East Pensacola, according to map of J.E. Kauser Published in 1893

> > Instrument 00253633 Filed and recorded in the Official Records NOVEMBER 20, 1995 at 04:25 P.M. ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT Escambia County. Florida

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

FLA. FD J210-013-12-943 Signed, sealed and delivered in presence of: ne la foseph Florida State of 15 County of Escambia before me, On personally known to me (or proved to me of the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and the by fus/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) eved, executed the instrument. WITNESS my kand and official sector appeared my hand and official seal has Peny Signature Known Produced ID Affiant Type of ID Ff. DRivers License SANDRA P. HENDERSON Adary Public, State of Plantae My Comm. expires May 13, 1999 No. CC460681 5-210-013-12 (Seal) 9 Sonded Thes difficial distance # 1-(800) 723-0121 © E-Z Legal Forms. Before you use this form, read it, fill in all blanks, and make whatever changes are necessary to your particular transaction. Consult a lawyer if you doubt the form's fitness for your purpose and use. E-Z Legal Forms and the retailer make no representation or warranty, express or implied, with respect to the merchantability of this form for an intended use or purpose. (Revised 3/93) **Run-ATHP** 

Recorded in Public Records 12/30/2005 at 03:50 PM OR Book 5811 Page 1248, Instrument #2005462148, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$507.50



Prepared by and return to: WILLIAM E. FARRINGTON, II Wilson, Hafrell, Farrington & Ford, P.A. 307 South Palafox Street Pensacola, Florida 32502 WHSB&F# **1-40647** 

Parcel I.D. Number: 052s29-5905-013-061

#### WARRANTY DEED

#### KNOW ALL MEN BY THESE PRESENTS, That Barbara Benson, an

unmarried woman, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do/does hereby grant, bargain, sell, convey and warrant unto Lucas A. Bardsley and Beryl J. Bardsley, husband and wife, whose address is 2906 E. Lee Street, Pensacola, FL 32506; Grantees, Grantee's heirs, executors, administrators and assigns, forever, the following described property, situated in the County of Escambia, State of Florida, to-wit:

The East 8 feet 4 inches of Lot numbered 13 and all of Lots numbered 14,15 and 16, in Block numbered 61 in East Pensacola, as shown on map of East Pensacola drawn by J.E. Kauser in January 1893 and Recorded at Page 520 of Deed Book 77, of the Public Records of Escambia County, Florida.

The above described property is not the Constitutional Homestead of the Grantor, she resides in Lufkin, Texas.

and the Grantor does hereby fully warrant the title to said land and will defend the same against lawful claims of all persons whomsoever. Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed. Subject also to oil, gas and mineral reservations of record.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28th Day of December, 2005.

Signed, Sealed and Delivered in the presence of:

Sign Print Sign Print:

Barbara Benson by John Robbins, Attorney in Fact

STATE OF FLORIDA COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 28th Day of December, 2005, by John Robbins as Attorney in Fact for **Barbara Benson, an unmarried woman**, who is/are personally known to me or who produced \_\_\_\_\_\_\_ as identification and did not take an oath.

LISA A. DURANT Notary Public - State of FL Comm. Exp. 12/10/08 Comm. No. DD 372043

Sign: Print: NOTARY PUBLIC

My Commission Expires:\_\_\_\_\_ My Commission Number:\_\_\_\_\_

#### · · · · ·

#### RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE

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

#### NAME OF ROADWAY: É. LEE STREET

LEGAL ADDRESS OF: 2906 E. Lee Street, Pensacola, FL 32503

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

This form completed by:

WILSON, HARRELL, SMITH, BOLES & FARRINGTON, P.A. 307 South Palafox Street Pensacola, Florida 32501

AS TO SELLER(S):

WITNESSES TO SELLER(S):

**Helen** Forman Printed D For Agua Dra Barbara Benson by John Robbins, Attorney Printed Name:

Barbara Benson by John Robbins, Attorney Printed Name: <u>Meliss # Lafton ers</u> in Fact

AS TO BUYER(S):

Lucas Bardsley

Bery J. Bardsley

This form approved by the Escambia County Board of County Commissioners Effective: 4/15/95 WITNESSES TO BUYER(S):

Pri WEFAMEIN Printe dme

Recorded in Public Records 12/30/2005 at 03:50 PM OR Book 5811 Page 1246, Instrument #2005462147, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$507.50

18.50 50750

Prepared by and return to: WILLIAM E. FARRINGTON, II Wilson, Harrell, Farrington & Ford, P.A. 307 South Palafox Street Pensacola, Florida 32502 WHSB&F# **1-40647** 

Parcel I.D. Number: 052s29-5905-013-061

#### WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That Helen Forman, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do/does hereby grant, bargain, sell, convey and warrant unto Lucas A. Bardsley and Beryl J. Bardsley, husband and wife, whose address is 2906 E. Lee Street, Pensacola, FL 32506; Grantees, Grantee's heirs, executors, administrators and assigns, forever, the following described property, situated in the County of Escambia, State of Florida, to-wit:

The East 8 feet 4 inches of Lot numbered 13 and all of Lots numbered 14,15 and 16, in Block numbered 61 in East Pensacola, as shown on map of East Pensacola drawn by J.E. Kauser in January 1893 and Recorded at Page 520 of Deed Book 77, of the Public Records of Escambia County, Florida.

The above described property is not the Constitutional Homestead of the Grantor, she resides in Lufkin, Texas.

and the Grantor does hereby fully warrant the title to said land and will defend the same against lawful claims of all persons whomsoever. Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed. Subject also to oil, gas and mineral reservations of record.

**IN WITNESS WHEREOF,** I have hereunto set my hand and seal this 28th Day of December, 2005.

Signed, Sealed and Delivered in the presence of:

Sign: Shari Lanham Print: Shari Lanham

Sign: Mary W. alkinson Print: MARY W.

STATE OF TEXAS COUNTY OF Unglina

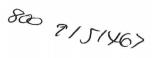
My Comm. Exp.

The foregoing instrument was acknowledged before me this 28th Day of December, 2005, by **Helen Forman**, who is/are personally known to me or who produced (Dersenally Known) as identification and did not take an oath.

to notary) BILLIE Y. AVER Notary Publ STATE OF TE

BILLIE UN Sign: Print: NOTARY PUBLIC

My Commission Expires:  $\frac{2}{09}$ My Commission Number:  $\frac{209}{36358}$ -4



#### **RESIDENTIAL SALES ABUTTING ROADWAY** MAINTENANCE DISCLOSURE

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

#### NAME OF ROADWAY: E. LEE STREET

**LEGAL ADDRESS OF:** 2906 E. Lee Street, Pensacola, FL 32503

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

This form completed by:

WILSON, HARRELL, SMITH, BOLES & FARRINGTON, P.A. 307 South Palafox Street Pensacola, Florida 32501

AS TO SELLER(S):

Vile-**Helen** Forman

WITNESSES TO SELLER(S):

Shari Lanhan Printed Name: Shari Lanham Mary W. atknom Printed Name: MAPY W. ATKINSON

AS TO BUYER(S):

#### WITNESSES TO BUYER(S):

Lucas A. Bardsley

Printed Name:

**Beryl J. Bardsley** 

Printed Name:

This form approved by the Escambia County Board of County Commissioners Effective: 4/15/95

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	Made this 14th       day of       December       A.D. 2000         by       Owen J. Melody and Julia T. Cadenhead,         Trustees of the Melody-Cadenhead       Revocable Trust dated August 23, 1999         hereinafter called the grantor, to       Kurt D. Young, unmarried         whose post office address is:       2905 East Blount Street         Pensacola, Florida 32503       Grantees'         hereinafter called the grantee:       1000000000000000000000000000000000000	OR BK 46.41 P61.51.8 Escambia County, Florida INSTRUMENT 2000-799274 DEED DOC STANDS PD 0 ESC CD 91281.00 12/22/09 EMIE GE WENN, CEN BY BY RCD Dec 22, 2000 02:02 pm Escambia County, Florida Ernie Lee Magaha Clerk of the Circuit Court INSTRUMENT 2000-799274
	(Whenever used herein the term "grantor" and "grantee" include all theirs, legal representatives and assigns of individuals, and the success Witnesseth, that the grantor, for and in consideration of the stand other valuable considerations, receipt whereof is hereby acknowledged releases, conveys and confirms unto the grantee, all that certain land situ: County, Florida, viz: Lots 21, 22 and 23, Block 61, East Pensacc portion of Section 5, Township 2 South, R. County, Florida, according to the revised January 1893, as recorded in Deed Book 77 Public Records of said County. SUBJECT TO covenants, restrictions, easement the current year.	tors and assigns of corporations) sum of \$ 10.00 I, hereby grants, bargains, sells, aliens, remises, atc in <b>Escambia</b> ola, a Subdivision of a ange 29 West, Escambia map of J. E. Kauser in at page 520, of the
	Parcel Identification Number: 05-28-29         Together with all the tenements, hereditaments and appurtenance.         To Have and to Hold, the same in fce simple forever.         And the grantor hereby covenants with said grantee that the grant         that the grantor has good right and lawful authority to sell and convey said         the title to said land and will defend the same against the lawful claims of         free of all encumbrances except taxes accruing subsequent to December 3         In Witness Whereof, the said grantor has signed and scale         written.         Signed, sealed and delivered in our presence:         Image: I. 6. RosAnco         Name: Joanne Gunn	tor is lawfully seized of said land in fee simple; id land; that the grantor hereby fully warrants all persons whomsoever; and that said land is al, 2000 d these presents the day and year first above
	Name:     Name & Address:       Name:     Name & Address:       Name:     Name & Address:       State of     Florida       County of     Escambia	LS ILS Innymede Road Dia, FL 32504
WD-1 5/93	The foregoing instrument was acknowledged before me this 14th day Owen J. Melody and Julia T. Cadenhead, Tru Melody-Cadenhead Revocable Trust dated Aug	aut 23, 1999 Ariver's license as identification.

Recorded in Public Records 4/15/2020 11:34 AM OR Book 8280 Page 873, Instrument #2020031171, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$27.00 Deed Stamps \$1,225.00

> Prepared by and return to: Richard Hill Turner, III

Whibbs Stone & Barnett, P.A. 801 W. Romana Street Unit C Pensacola, FL 32502 850-434-5395 File Number: 20-288137 Will Call No.:

[Space Above This Line For Recording Data]

# Warranty Deed

This Warranty Deed made this 10th day of April, 2020 between Bart Grover Hudson, a single man whose post office address is 712 Bay Blvd, Pensacola, FL 32503, grantor, and Jon F Brakefield and Lori D Brakefield, husband and wife whose post office address is 325 Man O War Circle, Cantonment, FL 32533, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida to-wit:

Lots twenty-four (24), twenty-five (25), twenty-six (26), all in Block sixty-one, (61), East Pensacola, a subdivision of a portion of Section five (5), township two(2) South, Range Twenty-nine (29) West, in Escambia County, Florida, according to the revised map of East Pensacola drawn by J. E. Kauser in January 1893, and recorded in Deed Book 77, Page 520, of the records of said County.

Parcel Identification Number: 052S295905027061

Subject to covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessment for the year 2020 and subsequent years; and all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

DoubleTime®

Witness Name: MAN an ss Name:

Print Grover Hudson (Seal)

State of Florida County of Escambia

The foregoing instrument was acknowledged before me by means of  $\square$  physical presence or  $\square$  online notarization, this 10th day of April, 2020 by Bart Grover Hudson, who [] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

12	A	
Notary Public	01	
Printed Name:	Richard	Turner

My Commission Expires:

RICHARD HILL TURNER III Commission # GG 032950 Expires September 22, 2020 Bonded Thru Troy Fain Insurance 800-385-7019

Warranty Deed - Page 2

DoubleTime®

#### RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE

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

Name of Roadway:

Legal Address of Property:

2903 E. Bloun# Street, Pensacola, FL 32503 2903 E. Blount Street, Pensacola, FL 32503

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

This form completed by:

Witness Name:

Whibbs Stone Barnett , P.A. 801 W. Romana St., Unit C Pensacola, FL 32502

AS TO SE Witness Name: Witness Name

hut front (Seal)

AS TO BUYER(S): Witness Name 2: Witness

Bratefell (Seal)

Recorded in Public Records 4/22/2019 1:46 PM OR Book 8081 Page 1821, Instrument #2019034548, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$1,400.00

. . .

Prepared by: William E. Farrington, II Wilson, Harrell, Farrington, Ford, et.al., P.A. 307 South Palafox Street Pensacola, Florida 32502

File Number: 1-53777

#### **General Warranty Deed**

Made this April 22, 2019 A.D., By Robert L. Hubbard and Kathy K. Hubbard, husband and wife, whose post office address is: 1401 East Gadsden Street, Pensacola, Florida 32501, hereinafter called the grantor, to Bart Grover Hudson and Dean Carlton Dubois, a married couple, whose post office address is: 5810 Ipswich Road, Bethesda, Maryland 20814, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

#### See Attached EXHIBIT "A"

Said property is not the homestead of the Grantor under the laws and constitution of the State of Florida in that neither Grantor nor any members of the household of Grantor reside thereon.

Parcel ID Number: 052S29-5905-024-061

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2018.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

(Seal) obert L. Hubbar (Seal) hy K. Hubb Tonjia Brown Witness Printed Name

State of Florida County of Escambia

The foregoing instrument was acknowledged before me this 22nd day of April 2019, by Robert L. Hubbard and Kathy K. Hubbard, husband and wife, who is/are personally known to me or who has produced



TONJIA BROWN Commission # GG 302994 Expires April 13, 2023 Bonded Thru Budget Notary Services

Votary Public Tonjia Brown Print Name

My Commission Expires:

• • •

# Exhibit "A"

Lots 27, 28, 29, 30, and 31, Block 61, East Pensacola Heights, a subdivision of a portion of Section five (5), Township two (2) South. Range twenty-nine (29) West, in Escambia County, Florida, as shown according to the revised map of East Pensacola drawn by J. E. Kauser in January, 1893, and recorded in Deed Book 77, Page 520 of the records of said county.

#### LESS AND EXCEPT

A parcel of land situate, lying and being in Section 5, Township 2 South, Range 29 West, Escambia County, Florida, being described as follows: Commence at a 5/8 inch iron rod marking the Northwest corner of Lot 27, Block 61 of the Revised map of East Pensacola as recorded in Deed Book 77, Page 520 of the Public Records of Escambia County, Florida, and being the point of intersection of the existing Southerly right of way line (60 foot right of way) of Blount Street with the existing easterly right of way line (right of way varies) of Perry Avenue; thence South 48 degrees 11 minutes 38 seconds West 74.13 feet along said existing easterly right of way line to the POINT OF BEGINNING; thence continue South 48 degrees 50 minutes 38 seconds West 70.00 feet along said existing easterly right of way line; thence departing said existing easterly right of way line, run South 87 degrees 10 minutes 44 seconds East 1.22 feet to the beginning of a non-tangent curve, concave easterly, having a radius of 388.26 feet; thence from a tangent bearing of North 07 degrees 12 minutes 25 seconds East, run northeasterly 89.99 feet along said curve, through a central angle of 13 degrees 16 minutes 49 seconds to end of curve, and POINT OF BEGINNING.

File Number: 1-53777

From: Sent: To: Subject: Annie Bloxson Thursday, May 28, 2020 7:35 AM Cynthia Cannon RE: 2900 E. Lee St. Vacation of Alley

Good Morning,

I do not oppose to the Vacation of Alley request at 2900 E. Lee Street.

Respectfully,

Annie Bloxson Fire Marshal Visit us at <u>PensacolaFire.com</u> 475 E. Strong St. Pensacola, FL 32501 Office: 850.436.5200 abloxson@cityofpensacola.com



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

From: Cynthia Cannon <CCannon@cityofpensacola.com>

#### Sent: Thursday, May 21, 2020 2:22 PM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris

From: Sent: To: Subject: Derrik Owens Wednesday, May 20, 2020 1:43 PM Cynthia Cannon RE: 2900 E. Lee St. Vacation of Alley

No issue with the request...thx

# From: Cynthia Cannon <CCannon@cityofpensacola.com>

Sent: Wednesday, May 20, 2020 12:38 PM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com> Subject: 2900 E. Lee St. Vacation of Alley

Good Afternoon All,

Please see the attached application before the Planning Board for a Vacation of Right of Way request at 2900 E. Lee Street. If you could submit your comments by Wednesday May 27, 2020 it would be greatly appreciated.

Thank you,

# Cynthia Cannon, AICP

Assistant Planning Director Visit us at <u>http://cityofpensacola.com</u> 222 W Main St. Pensacola, FL 32502 Office: 850.435-1670 ccannon@cityofpensacola.com



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

From: Sent: To: Subject: Jonathan Bilby Thursday, May 21, 2020 4:37 PM Cynthia Cannon RE: 2900 E. Lee St. Vacation of Alley

No issues with me.

#### From: Cynthia Cannon

Sent: Thursday, May 21, 2020 2:22 PM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com> Subject: 2900 E. Lee St. Vacation of Alley

Good Afternoon All,

I'm resending the attached Vacation of ROW application for 2900 E. Lee St because all of the attachments didn't transfer properly in my previous email. This is a request to the Planning Board for a Vacation of Right of Way at 2900 E. Lee Street.

If you could please submit your comments by Wednesday May 27, 2020 it would be greatly appreciated.

Thank you,

# Cynthia Cannon, AICP

Assistant Planning Director Visit us at <u>http://cityofpensacola.com</u> 222 W Main St. Pensacola, FL 32502 Office: 850.435-1670 <u>ccannon@cityofpensacola.com</u>



Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email

From:Diane MooreSent:Tuesday, May 26, 2020 8:46 AMTo:Cynthia CannonSubject:RE: 2900 E. Lee St. Vacation of Alley

Pensacola Energy has no gas facilities within the alleyway between Lee and Blount Street behind the property at 2900 E. Lee St.

Thanks, Diane

Diane Moore | Gas Distribution Engineer Pensacola Energy | 1625 Atwood Drive, Pensacola, Fl 32514 Desk: 850-474-5319 | Cell: 850-324-8004 | Fax: 850-474-5331 Email: <u>dmoore@cityofpensacola.com</u>

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#### From: Cynthia Cannon <CCannon@cityofpensacola.com>

#### Sent: Thursday, May 21, 2020 2:22 PM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com> Subject: 2900 E. Lee St. Vacation of Alley

Good Afternoon All,

From:	Andre Calaminus <andre.calaminus@ecua.fl.gov></andre.calaminus@ecua.fl.gov>
Sent:	Wednesday, May 27, 2020 8:01 AM
То:	Cynthia Cannon
Subject:	[EXTERNAL] RE: 2900 E. Lee St. Vacation of Alley

#### THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Good morning Cynthia,

ECUA has no comment on the subject right-of-way vacation request. ECUA does not have any facilities in the alleyway and will not require an easement to be retained.

Thanks,

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

From: Cynthia Cannon <CCannon@cityofpensacola.com>

Sent: Thursday, May 21, 2020 2:22 PM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com> Subject: 2900 E. Lee St. Vacation of Alley

#### \*\*WARNING: This is an external email --- DO NOT CLICK links or attachments from unknown senders \*\*

Good Afternoon All,

I'm resending the attached Vacation of ROW application for 2900 E. Lee St because all of the attachments didn't transfer properly in my previous email. This is a request to the Planning Board for a Vacation of Right of Way at 2900 E. Lee Street.

If you could please submit your comments by Wednesday May 27, 2020 it would be greatly appreciated.

Thank you,

# Cynthia Cannon, AICP

Assistant Planning Director Visit us at <u>http://cityofpensacola.com</u>

From:	Simmons, Kellie <kellie.simmons@nexteraenergy.com></kellie.simmons@nexteraenergy.com>
Sent:	Tuesday, May 26, 2020 9:41 AM
То:	Cynthia Cannon
Subject:	[EXTERNAL] RE: 2900 E. Lee St. Vacation of Alley

#### THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Below is from our Engineering Dept.:

As long as I am interpreting the vacation correctly in that each property owner along the alleyway will gain 10' of the strip along their property frontage. This would allow the only pole in the alleyway to then be located on the property of the house it serves. See the picture below for clarification.

If this is the case then we would not need an easement for this strip.

If you need anything further, please let me know.

Thank you,

Gulf Power' Kellie G. Simmons Sr. Corporate Real Estate Representative Office – (850) 444-6870 Cell - (850) 549-1134

#### From: Cynthia Cannon <CCannon@cityofpensacola.com>

Sent: Thursday, May 21, 2020 2:22 PM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Simmons, Kellie <Kellie.Simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com> Subject: 2900 E. Lee St. Vacation of Alley

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# MINUTES OF THE PLANNING BOARD June 9, 2020

MEMBERS PRESENT:	Chairperson Paul Ritz, Board Member Grundhoefer, Board Member Murphy, Board Member Wiggins
MEMBERS VIRTUAL:	Vice Chairperson Larson
MEMBERS ABSENT:	Board Member Powell, Board Member Sampson
STAFF PRESENT:	Assistant Planning Director Cannon, Senior Planner Statler, Assistant City Attorney Lindsay, Historic Preservation Planner Harding
OTHERS VIRTUAL:	Christy Cabassa, Scott Sallis, Cynthia Bradford, Ryan Norenberg

#### AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from May 12, 2020.
- New Business:
  - 1. 57 S. 9th Avenue Gateway Review District New Two Story Townhouse
  - 2. 29 N. 9th Avenue Gateway Review District New Three Story Mixed-Use Building
  - 3. Request for Vacation of Right-of-Way 2900 E. Lee Street between Perry Avenue and Pickens Avenue
  - 4. Request for License to Use Right-of-Way 2110 E. Lakeview Avenue
- Open Forum
- Discussion on the Proposed Amendment to the Tree Ordinance
- Adjournment

#### Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the virtual Board meeting.

#### Approval of Meeting Minutes

Board Member Wiggins made a motion to approve the May 12, 2020 minutes, seconded by Board Member Grundhoefer, and it carried unanimously.

#### New Business

#### 57 S. 9TH AVENUE - GATEWAY REVIEW DISTRICT - NEW TWO STORY TOWNHOUSE

Assistant Planning Director Cannon stated this item was in the GRD-1 which was in the Aragon redevelopment area. Ms. Cabassa presented to the Board and stated this was a single family residence attached to the Aragon Winebar, and they had received preliminary Aragon approval. There would be an out building for a garage connected with a breezeway and courtyard. All setbacks and heights had met the Aragon requirements. Chairperson Ritz advised this would be a great addition to that area. Board Member Grundhoefer indicated he had talked with the Aragon Review Committee Chairperson who said it had passed the Aragon requirements. Board Member Wiggins explained she had no concerns with the products of this designer. Board Member Wiggins made a motion to approve, seconded by Board Member Grundhoefer, and it carried unanimously.

#### 29 N. 9TH AVENUE – GATEWAY REVIEW DISTRICT – NEW THREE STORY MIXED-USE BUILDING

Chairperson Ritz was glad to see some infill and stated he would not hesitate to support any project presented by Mr. Sallis. Mr. Sallis presented to the Board and stated the project was submitted to the Aragon Review Committee 27 days ago, and he expected a response within the next few days. He also stated the space was very generic right now and they had no tenant at this time. Chairperson Ritz explained this project would make it a more unified streetscape. Mr. Sallis confirmed if the rooftop was eliminated, it would return for an abbreviated review and Aragon approval would still apply. **Board Member Wiggins made a motion to approve, seconded by Board Member Grundhoefer, and it carried unanimously.** 

# REQUEST FOR VACATION OF RIGHT-OF-WAY – 2900 E. LEE STREET BETWEEN PERRY AVENUE AND PICKENS AVENUE

Chairperson Ritz pointed out the alleyway was not effective for vehicles, but the request here would give the property owners what would have been the property of the citizens of Pensacola. He suggested the right-of-way was probably not being used as intended and did not see any negative issues. It was pointed out that one property owner (2907 E. Blount) had not signed the petition to vacate; the property had been verified as vacant. Ms. Bradford addressed the Board and stated a chain link fence runs the entire length, and looked like it had not been traversed in 50 years. The owner of 2907 E. Blount could not be located, and ECUA had verified that home was abandoned. Chairperson Ritz explained the property owners of record had participated in this request. Staff indicated neighbors within 300' had been notified of this request. Chairperson Ritz advised if approved, this request would proceed to the Council for two readings prior to final approval.

Mr. DiBella advised the alleyway was the only way to access his property. Assistant City Attorney Lindsay advised Mr. DiBella's wife's name was on this deed, and there was access from the street with no requirement for the property to be accessed from the alley.

City of Pensacola Planning Board Minutes for June 9, 2020 Page 3

Mr. DiBella was a building contractor who needed access to the rear of the property. However, Chairperson Ritz advised Ms. DiBella had signed the petition to be a part of the vacation. He asked if Mr. DiBella was occupying any portion of the right-of-way, and Mr. DiBella stated he was not, but the fence was on their property line. Board Member Wiggins asked why his wife signed the petition, and Mr. DiBella stated she did not want to offend Ms. Bradford, but they had not talked together about it. It was determined Ms. DiBella's signature was received within the last few days. Board Member Murphy asked if the entire yard was fenced, was there a gate, and Mr. DiBella advised there was one which was overgrown in bushes. The property had been cleared, and the terrain was left unstable and impassable. Assistant City Attorney Lindsay clarified that Ms. DiBella owns the land, they live separately and homestead their separate residences. Chairperson Ritz explained if this matter proceeded to Council, Mr. and Mrs. DiBella could speak to Council on their concerns. **Board Member Wiggins made a motion to approve the vacation, seconded by Board Member Murphy, and it carried unanimously.** 

#### REQUEST FOR LICENSE TO USE RIGHT-OF-WAY – 2110 E. LAKEVIEW AVENUE

For clarification, Assistant Planning Director Cannon explained the difference between a right-of-way and an LTU.

Ryan Norenberg has requested to install a 4' black aluminum fence across the front of his home, located no closer than 10' across the edge of Lakeview Avenue. Chairperson Ritz indicated there were lots of places along Lakeview without sidewalks; the City is adding sidewalks as they go along, but with LTU's and fences, the City would not be able to complete the sidewalks easily. He would like to see LTUs for general public use and not necessarily to close off spaces.

Board Member Murphy agreed that the City was trying to make neighborhoods more walkable, and this would reduce the ability to construct sidewalks especially in this area, and she felt it was important to keep this open. Board Member Grundhoefer agreed this was such a thoroughfare, it would be the next logical street for sidewalks, and a fence should be placed on their private property.

Mr. Norenberg addressed the Board and in looking at the aerial view, noted how close his house was to the front of the property. He was asking to enclose as much as possible to protect his children and the dog. Since there was slim to no chance for traffic calming, this seemed the best idea. Chairperson Ritz advised his house was 15' from the edge of the public sidewalk and could not support the request for an LTU. Board Member Wiggins advised the applicant that proceeding with a right-of-way vacation would substantially increase the property taxes, but she could not support the LTU. Board Member Murphy mentioned another reason for concern was the addition of a metal fence might be a potential sight safety issue with drivers attempting to turn right from Magnolia onto Lakeview.

**Board Member Grundhoefer made a motion to deny, seconded by Board Member Murphy.** Chairperson Ritz confirmed this item would proceed to Council as a recommendation. The motion then carried unanimously.

#### <u> Open Forum</u> – None

#### **Discussion on the Proposed Amendment to the Tree Ordinance**

Chairperson Ritz advised 2019 House Bill 1159 was circulated, and he read it as a lay person. Board Member Wiggins wanted to make sure anything the Board did fell within

City of Pensacola Planning Board Minutes for June 9, 2020 Page 4

the State law.

Ms. Murphy addressed the Board and stated she attended a private workshop with Lyssa Hall from Arizona, and the University of Florida professors will probably come in August for workshops; Lyssa Hall would participate virtually. She has asked key people for locations to allow workshops to be centrally located for public input. Chairperson Ritz had attended the virtual meeting; his takeaway was the botanical names for plantings, and the species list was not as accurate as it could be. He emphasized the City has a current tree ordinance, and the State has rulings and laws as well. Board Member Murphy hoped to have specific dates before the next Board meeting which would be forwarded to the Board members.

<u>Adjournment</u> – With no further business, Chairperson Ritz thanked the Board for its patience with the change in methods of physical and virtual participation and adjourned the meeting at 3:06 pm.

Respectfully Submitted,

Cynthia Cannon, AICP Assistant Planning Director Secretary to the Board

PROPOSED ORDINANCE NO. <u>31-20</u>

#### ORDINANCE NO.

#### AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF THE ALLEWAY LOCATED IN BLOCK 61, EAST PENSACOLA; IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a public hearing was held on July 16, 2020, as to the vacation of a portion of the alleyway located in Block 61, East Pensacola; Pensacola, Escambia County, Florida; and

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

A portion of that certain twenty (20) foot alley bound on the west by Perry Avenue and on the east by Pickens Avenue, less and except that portion of alley immediately abutting LOTS 17 TO 20 of BLOCK 61, EAST PENSACOLA, a subdivision of a portion of Section 5, Township 2 South, Range 29 West, lying and being in Escambia County, Florida, as shown according to the revised map of East Pensacola drawn by J.E. Kauser in January 1893, and recorded in Deed Book 77, Page(s) 520 of the Public Records of Escambia County, Florida.

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

SECTION 3. That, notwithstanding the foregoing sections, the City of Pensacola reserves for itself and all existing utility providers, their successors and assigns, a full width easement in the entire portion the right of way vacated hereby for the purpose of locating and maintaining public utilities and improvements.

SECTION 4. 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 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

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

Approved: \_\_\_\_\_

President of City Council

Attest:

City Clerk



Memorandum

File #: 20-00333

City Council

7/16/2020

#### LEGISLATIVE ACTION ITEM

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

SUBJECT:

PUBLIC HEARING - ADOPTION OF AMENDMENTS TO THE COMPREHENSIVE PLAN - FUTURE LAND USE ELEMENT

#### **RECOMMENDATION:**

That City Council conduct the second required public hearing on July 16, 2020 to adopt proposed amendments to the Comprehensive Plan - Future Land Use Element.

#### HEARING REQUIRED: Public

#### SUMMARY:

As provided in Florida Statutes Chapter 163, all local governments within the State of Florida are allotted two calendar year amendments to their Comprehensive Plans. The proposed amendments in this update will serve as the first calendar year amendment. Attached, you will find all changes submitted in strike-through and underline format.

This Public Hearing is to consider adopting the proposed Comprehensive Plan amendments as revised based on comments from the Department of Economic Opportunity (DEO). On February 13, 2020, City Council conducted a public hearing to transmit the proposed amendment to DEO for comments, and approved Proposed Ordinance No. 12-20 on First Reading. Following receipt of DEO comments, Council now needs to conduct an adoption hearing to consider adopting the Comprehensive Plan amendments. Proposed Ordinance No. 12-20 has been revised to contain the absolute height and coverage maximums that would be permitted in applicable nonresidential zoning districts, as regulated by the City's Land Development Code.

The City's Land Development Code (LDC) contains the same building height and lot coverage maximums that are currently cited in the Future Land Use Element of the City's Comprehensive Plan. As the Comprehensive Plan is a long-range "big picture" planning document, and the LDC is intended to be more detail-intensive, there are a variety of definitions and processes in the LDC that allow for variations to these maximums. While this has not been deemed to be a conflict, in order to avoid confusion, this level of specificity should be eliminated from our Comprehensive Plan.

Many communities do not include this type of detail in their Comprehensive Plans, as it is the function of the Land Development Code to provide site-related requirements that delve beyond land use,

concurrency for infrastructure, and residential density. In the last decade, the City has undertaken the creation of a "freeboard" requirement for properties in flood zones, revised the definition of how "building height" is measured, and has introduced a new measurement system in the Land Development Code with the addition of language that measures building height in stories in some areas of the City. Additionally, there are various citywide applications of the City's Land Development Regulations, which allow for outcomes that exceed those base numbers for height.

The density transfer language contained on pages 12 and of 13 of the attached ordinance (Proposed Ordinance No. 12-20) was previously approved by City Council as part of Ordinance 23-19 that has been transmitted to the Department of Economic Opportunity and is under their required review.

The Planning Board unanimously recommended approval of the proposed amendments at their regular meeting on January 14, 2020.

#### PRIOR ACTION:

February 13, 2020 - The City Council held a public hearing and approved Proposed Ordinance No. 12-20 on first reading.

October 10, 2019 - City Council adopted Ordinance No. 23-19.

#### FUNDING:

N/A

#### FINANCIAL IMPACT:

None

#### CITY ATTORNEY REVIEW: Yes

6/23/2020

#### STAFF CONTACT:

Keith Wilkins, City Administrator Kerrith Fiddler, Deputy City Administrator - Community Development Sherry Morris, Planning Services Administrator

#### ATTACHMENTS:

- 1) Proposed Ordinance No. 12-20, as revised
- 2) Planning Board Minutes January 14, 2020

PRESENTATION: No

PROPOSED ORDINANCE NO. <u>12-20</u>

ORDINANCE NO. \_\_\_\_

AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE APPROVING FOR ADOPTION, FOLLOWING THE REQUIRED STATUTORY REVIEW PROCESS BY THE STATE OF FLORIDA, AMENDMENTS TO THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA, FLORIDA, FUTURE LAND USE ELEMENT; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola adopted a Comprehensive Plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the City of Pensacola conducted a public hearing on February 13, 2020 to consider amendments to the Comprehensive Plan; and

WHEREAS, said amendments will affirmatively contribute to the health, safety and general welfare of the citizens of the City of Pensacola; and

WHEREAS, the City Council has followed all of the procedures set forth in Section 163.3184, Fla. Stat., and all other applicable provisions of law and local procedures with relation to amendments to the Comprehensive Plan; and

WHEREAS, proper public notice was provided and appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following amendments to the Comprehensive Plan of the City of Pensacola;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. The City of Pensacola City Council does hereby approve for adoption, after transmittal to the state land planning agency and the completion of the statutory process set forth in Section 163.3184, these amendments to the City's Comprehensive Plan.

#### FUTURE LAND USE

GOAL FLU-1: Maximize the use of land both from an economic standpoint, and from the standpoint of minimizing threats to the health, safety and welfare of residents and to the continued well-being of the natural environment.

Objective FLU-1.1: Specify the desired development pattern through a land use category system that provides for the location, type, density and intensity of development and redevelopment based on natural conditions and dependent on the availability of services as shown on the Future Land Use Map and controlled through the adopted Land Development Code.

Policy FLU-1.1.1: All development orders and building permits for future development and redevelopment activities shall be issued only if public facilities necessary to meet adopted level of service standards are available concurrent with the impacts of the development.

Policy FLU-1.1.2: The City will amend its Land Development Code as needed to remain consistent with the requirements of Chapter 163.3202, Florida Statutes and Chapter 9J-5.022 and 9J-5.023, F.A.C. so that future growth and development will continue to be managed through the preparation, adoption, implementation and enforcement of land development regulations that are consistent with the Comprehensive Plan.

Policy FLU-1.1.3: The Land Development Code will be evaluated during the EAR-based amendment process to identify revisions that are needed to implement the goals, objectives and policies of the Comprehensive Plan. The Land Development Code includes:

- 1. Zoning District Regulations
- 2. Neighborhood Preservation Standards
- 3. Off-Street Parking
- 4. Signage
- 5. Tree/Landscape Regulations
- 6. Subdivisions
- 7. Control of Erosion, Sedimentation and Runoff
- 8. Flood Plain Management
- 9. Airport Zoning

Policy FLU-1.1.4: Each future land use category shall have a set of zoning districts that may be permitted within that future land use category, and zoning that is not consistent with the category shall not be approved. The zoning ordinances shall include a table which sets forth the different zoning districts which are permitted within each future land use category, and designations which are not consistent with the table shall not be approved.

Policy FLU-1.1.5: Future land use categories, including densities and intensities of use for each category, shall be established as follows: described below. No building shall exceed 150 feet in height, as defined in the Land Development Code. Lot coverage at a maximum range of 75% to 100% (or less) is permitted in applicable nonresidential zoning districts.

Conservation District: The Conservation Land Use District is established to preserve open space as necessary for protecting water resources, preserving scenic areas, preserving historic sites, providing parklands and wilderness reserves, conserving endemic vegetation, preventing flood damage and soil erosion. This future land use category shall apply to environmentally sensitive areas identified on the Future Land Use Map and protected from development pursuant to site plan review. The following generalized uses are permitted:

(a) Wildlife and vegetation conservation:

Wildlife refuge, nature trails and related facilities

(b) Recreational facilities:

Passive recreation Bike trails Jogging trails

(c) Other similar and compatible conservation and recreational uses: Boat moorings, fishing piers, drainage areas, etc.

Residential Districts: The Residential Land Use Districts are established for the purpose of providing and preserving areas of predominantly low, medium or high residential development. A variety of residential uses shall be allowed, based on zoning classification, at the following maximum densities:

- \* Low Density Residential 5 or fewer residential dwelling units per acre.
- \* Medium Density Residential 18 or fewer residential dwelling units per acre. Conditional use permits for the following land uses may be approved in the Medium Density Residential Land Use District based on site plan review and public notification procedures: Residential design manufactured homes, bed and breakfast, day care centers and accessory office units subject to intensity standards for the Office and Residential/Neighborhood Commercial Land Use Districts.
- High Density Residential 35 or fewer residential dwelling units per acre allowed pursuant to lot coverage, landscape area, parking and recreational area development requirements provided in the adopted Land Development Code. No building shall exceed a height of 150'. This height limitation shall not apply to buildings for which preliminary development plan approval was granted by the City Council on or before December 31, 1994.

Office District: The Office Land Use District is established for the purpose of providing for a mixture of residential and office uses, developed separately or within the same structure. When located in older, developed areas of the City, the district is intended to provide for residential or office infill development at a density, character and scale compatible with the surrounding area. In newer, vacant areas of the City, the district is also intended as a transition area between residential and commercial uses. Residential and office uses are allowed at the following maximum densities and intensities:

- \* Residential density not to exceed 35 dwelling units per acre.
- \* Office the maximum combined area occupied by all principal and accessory buildings on a lot shall be 30% for a one- to four-story building, 25% for a five- to seven-story building and 20% for any building over eight stories. No building shall exceed a height of 100'.

Residential/Neighborhood Commercial District: The Residential/ Neighborhood Commercial Land Use District is established for the purpose of providing for a mixture of residential, professional and certain types of neighborhood convenience-shopping-retail sales and service uses. Residential and office or commercial uses shall be allowed within the same structure. When located in older sections of the community in which by custom and tradition the intermixing of such uses has been found to be necessary and desirable, the districts intended to provide for infill development at a density, character and scale compatible with the surrounding area. When located in newer developing areas where it is necessary and desirable to create a transition zone between a residential and a commercial district, the district is intended to provide for mixed office, commercial and residential development. Residential, office and lowintensity commercial uses are allowed at the following maximum densities and intensities:

- \* Residential density not to exceed 35 dwelling units per acre.
- \* Office and Commercial the maximum combined area occupied by all principal and accessory buildings on a lot shall be 30% for a one- to four-story building, 25% for a five- to seven-story building and 20% for any building over eight stories. No building shall exceed a height of 100'.
- \* Commercial uses shall be restricted to a maximum floor area subject to regulations set forth in the adopted Land Development Code.

Commercial District: The Commercial Land Use District is established for the purpose of providing areas of commercial development ranging from compact shopping areas to limited industrial/high intensity commercial uses. Light industrial uses such as fabrication, assembly and warehousing are permitted. Conventional residential use is allowed as well as residential uses on upper floors above ground floor commercial or office uses and in other types of mixed-use development. Residential, office and commercial uses are allowed at the following maximum densities and intensities:

- \* Residential density not to exceed 35 dwelling units per acre outside the dense business area and density not to exceed 135 dwelling units per acre in the dense business area.
- \* Office and Commercial in the dense business area the maximum combined area occupied by all principal and accessory buildings shall be 100% of lot size (subject to compliance with parking provisions) up to a height of 100'. Developments of over 100' in height shall be required to reduce the lot coverage by 10%. No building shall exceed a height of 150'.
- \* Office and Commercial outside of the dense business area the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a height of 100'. Developments of over 100' in height shall be required to reduce the lot coverage by 10%. No building shall exceed a height of 150'.

Industrial District: The Industrial Land Use District is established for the purpose of providing areas for industrial development for community and regionally oriented service areas. The district is intended to facilitate the more intense, large-scale manufacturing, warehousing, distribution, wholesaling and other industrial functions of the City and the region. The uses in this district would typically be of a scale and intensity that are more likely to be capable of having an adverse effect (through sound, vibration, odor, etc) on adjacent properties if they are not of a compatible character (i.e. residential, office, and general commercial land uses). Office, commercial and a mixture of light industrial, heavy industrial and industrial park uses are allowed. , with maximum building coverage of 75% of lot size up to a maximum height of 100 feet.

Neighborhood District: The Neighborhood Land Use District is established to provide for land uses and aesthetic considerations which are distinctive and unique to neighborhoods defined by specific geographic boundaries on the Future Land Use Map.

A variety of residential, office and commercial uses will be allowed at the following maximum densities or intensities:

\* Residential – density not to exceed 35 dwelling units per acre.

\* Office and Commercial - the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a maximum height of 100'.

Historic and Preservation District: The Historic and Preservation Land Use District is established to preserve the development pattern and distinctive architectural character of these unique areas through the restoration of existing buildings and construction of compatible new buildings. These buildings and historic sites and their period architecture make the district unique and worthy of continuing preservation efforts. 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 districts. The district is an established business area, residential neighborhood and tourist attraction, containing historic sites and museums, a variety of specialty retail shops, restaurants, small offices, and residences.

A variety of residential, office and commercial uses will be allowed at the following maximum densities or intensities:

- \* Residential density not to exceed 35 dwelling units per acre in the Pensacola (Seville) Historic District, the North Hill Preservation District and the Old East Hill Preservation District and density not to exceed 135 dwelling units per acre in the Palafox Historic Business District.
- \* Office and Commercial in the Pensacola (Seville) Historic District, the North Hill Preservation District and the Old East Hill Preservation District - buildings shall not exceed a maximum height of 45'. Lot coverage shall be regulated by use of front, side and rear yard requirements pursuant to regulations in the Land Development Code and based on existing development.
- \* Office and Commercial in the Palafox Historic Business District - the maximum combined area occupied by all principal and accessory buildings shall be 100% of lot size (subject to compliance with parking provisions) up to a height of 100'. Developments of over 100' in height shall be required to reduce the lot coverage by 10%. No building shall exceed a height of 150'.

Redevelopment District: The Redevelopment Land Use District is established to promote the orderly redevelopment of the southern gateway to the City and portions of the Pensacola Bay waterfront area in order to enhance visual appearance, preserve unique shoreline vistas, provide public shoreline access, preserve or provide working waterfront activities, improve traffic safety and encourage a high quality of site planning. Site specific analysis of each development proposal within the district is intended to ensure that the scenic orientation and open space image of the shoreline is maintained, that the development characteristics are upgraded and the boundary of the adjacent special districts are positively reinforced.

A variety of residential, office and commercial uses will be allowed at the following densities or intensities:

- \* Residential density not to exceed 100 dwelling units per acre in the Gateway Redevelopment District and 60 dwelling units per acre in the Waterfront Redevelopment District.
- \* Office and Commercial in the Gateway Redevelopment District - the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a maximum height of 100'.
- \* Office and Commercial in the Waterfront Redevelopment District - the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a maximum height of 60'.

Business District: The Business Land Use District is established to promote the compatible redevelopment of the City's historic downtown waterfront by encouraging high quality site planning and architectural design which is compatible with both the historic character of the existing structures and the waterfront activities.

- \* Residential density not to exceed 108 dwelling units per acre in the South Palafox Business District.
- \* Office and Commercial in the South Palafox Business District the maximum combined area occupied by all principal and accessory buildings shall be 100% of lot size up to a maximum height of 80'.

Airport District: The Airport Land Use District is established to regulate land owned by the Pensacola Regional Airport or immediately adjacent to the airport which is considered sensitive due to its relationship to the runways and its location within noise zones. Land owned by the City allows only open space, recreational or commercial and industrial uses customarily related to airport operations. Low density residential and a variety of office and commercial uses will be allowed on privately owned land, based on the zoning classification and subject to the requirements of Chapter 333 of the Florida Statutes, at the following maximum densities:

- \* Residential density not to exceed 5 dwelling units per acre.
- \* Office and Commercial the maximum combined area occupied by all principal and accessory buildings shall be

50%. No building shall exceed a height of 45', subject to airport height limitations.

Interstate Corridor District: The Interstate Corridor Land Use District is established to provide for non-highway land uses both below and adjoining the Interstate I-110 corridor on land owned by the Florida Department of Transportation and leased by the City of Pensacola as shown in the Site Development Plan in the DOT *Corridor Location, Design and Multiple Use Report: Interstate 110, Pensacola, Escambia County, Florida, 1972.* The following land uses are allowed at the land use mix composition shown below, with site plan review and City Council approval:

- \* Residential density not to exceed 35 dwelling units per acre up to a maximum 3% of the developable land.
- \* Service, tourist and community commercial and light industrial uses up to a maximum 25% of developable land.
- \* Recreation and open space facilities, and community centers owned and operated by the City up to a maximum 35% of developable land.
- \* Public utilities, City government buildings and facilities and public transportation facilities up to a maximum 37% of developable land.

The maximum combined area occupied by all principal and accessory buildings shall be 50%. No building shall exceed a height of 45', Buildings subject to DOT height limitations.

Policy FLU-1.1.6: The following uses shall be allowed in all future land use districts, except for Conservation and Interstate Corridor, subject to regulations set forth in the adopted Land Development Code, and Chapter 333 of the Florida Statutes: Community residential homes, schools with curriculum the same as public schools, libraries, churches, home occupations and accessory structures incidental to any permitted use. Parks and playgrounds and utility structures shall be allowed in every district.

Policy FLU-1.1.7: Adaptive reuse of vacant public, semipublic, institutional or historically significant structures within the Medium and High Density Residential Land Use Districts and the Residential Neighborhood Commercial Land Use District shall be allowed subject to issuance of a conditional use permit.

Applicants for a conditional use permit must submit development plans, undergo site review process through the Planning Board, provide for public notification of property owners within an established radius and obtain approval from the City Council. To ensure the compatibility of the conditional use development with the surrounding residential neighborhood the City Council may prescribe appropriate conditions and safeguards as follows:

- \* Limit or otherwise designate the following: the manner in which the use is conducted; the height, size or location of a building or other structure; the number, size, location, height or lighting of signs; the location and intensity of outdoor lighting or require its shielding.
- \* Establish special or more stringent buffer, yard or other open space requirements.
- \* Designate the size, number, location or nature of vehicle access points.
- \* Require berming, screening, landscaping or similar methods to protect adjacent or nearby property and designate standards for installation or maintenance of the facility.
- \* Designate the size, height, location or materials for a fence or wall.

Objective FLU-1.2: Existing nonconforming land uses which are incompatible or inconsistent with the Future Land Use Plan will not be allowed to expand, to be enlarged, or to be rebuilt or reopened if destroyed, pursuant to provisions adopted in the Land Development Code and consistent with the requirements of Chapter 163, F.S.

Policy FLU-1.2.1: Expansion or replacement of land uses, which are incompatible with the Future Land Use Plan, shall be prohibited. Existing nonconforming uses will be permitted as provided in the City's Land Development Code.

Policy FLU-1.2.2: Land uses which are potentially incompatible due to type of use and/or intensity of use, shall be buffered from one another through the use of physical and/or natural vegetative barriers within required yards established in the adopted Land Development Code.

Objective FLU-1.3: The City shall protect its natural resources and its historic, architectural and archaeological resources in accordance with the City's Land Development Code.

Policy FLU-1.3.1: Continue to protect natural open space areas within the City as designated in the Recreation and Open Space Element.

Policy FLU-1.3.2: Public access to the waterfront shall be maintained or improved by the City (i.e., boat ramps, street rights-of-way). Private property rights will be protected in providing public access to the waterfront.

Policy FLU-1.3.3: Wetlands and other natural vegetative and wildlife habitats identified, as Conservation Districts on the City's Future Land Use Map will be protected from development through provisions in the Land Development Code.

Policy FLU-1.3.4: Regulate the location of hazardous waste disposal, storage and treatment facilities within the City through enforcement of land development regulations.

Policy FLU-1.3.5: The City shall coordinate with West Florida Historic Preservation, Inc. by providing technical assistance in its efforts to identify, designate and preserve historic architectural resources and shall continue to enforce the regulations in the adopted Historic District zoning ordinance.

Policy FLU-1.3.6: The City shall abide by the guidelines of its archaeological resolution whenever development is planned for City-owned property.

Policy FLU-1.3.7: The City shall utilize maps contained in the *Wellhead Protection Area Delineation In Southern Escambia County, Florida, Water Resources Special Report 97-4, December 1997*, prepared by the Northwest Florida Water Management District, as may be amended, and included by reference, to identify wellhead protection areas around existing water wells and shall continue to cooperate with the Escambia County Utilities Authority in reviewing land use regulations within these areas.

Policy FLU-1.3.8: Land uses delineated by the Future Land Use element shall be permitted based on the availability of water supplies in addition to the availability of public water facilities consistent with the requirements of Chapter 163, F.S.

Objective FLU-1.4: All development and redevelopment in the Coastal High Hazard Area shall be consistent with the Coastal Management Element and shall be coordinated with appropriate regional hurricane evacuation plans.

Policy FLU-1.4.1: For City-funded developments, water-dependent and water-related activities shall be given a higher priority for permit approval.

Policy FLU-1.4.2: Public access to the waterfront shall be encouraged in all developments utilizing City funds except for industrial developments.

Policy FLU-1.4.3: Future residential land use developments in the CHHA shall be limited to the following densities by location:

- \* Low density along Escambia Bay north of Hyde Park Road and south of Gadsden Street, and along both shores of Bayou Texar.
- \* Medium density along Pensacola Bay (except for the Historic District), and along Bayou Chico.
- \* High density Historic District.

Policy FLU-1.4.4: Future residential land use developments in the dense business area constructed in the CHHA shall be limited to medium density (18 or fewer residential dwelling units per acre). Allowable density above the medium density limit established by future land use category may be transferred to portions of the development site outside the CHHA.

Objective FLU-1.5: The City shall coordinate with other local governments and agencies to reduce or minimize adverse impacts in the region due to development in the City.

Policy FLU-1.5.1: The City shall develop procedures for review of requests for development orders which might affect or be affected by another government or agency and coordinate appropriately.

Policy FLU-1.5.2: The City shall review and contribute to any updates of the Comprehensive Plans in surrounding jurisdictions and other policy plans that would affect implementation of local resource protection goals.

Objective FLU-1.6: Ensure that suitable land is available for utilities necessary to support proposed developments through enforcement of subdivision ordinances which require the provision of adequate land for utilities infrastructure.

Policy FLU-1.6.1: Pursue an interlocal agreement and an informal coordination mechanism, to the extent possible, with Emerald Coast Utilities Authority and other utilities providers in locating public facilities and utilities to maximize the efficiency of services provided, to minimize their cost and to minimize their impacts on the natural environment.

Objective FLU-1.7: Facilitate efficient and reliable delivery of electric service.

Policy FLU-1.7.1: New electric distribution substations shall be a permitted use in all land use categories and zoning districts within the City except those designated as preservation, conservation, or historic preservation on the future land use map or duly adopted ordinance pursuant to F.S. 163.3208.

Policy FLU-1.7.2: Standards for set-backs, landscaping, buffering, screening, and other aesthetic compatibility-based standards shall apply to new distribution electric substations pursuant to F.S. 163.3208 to achieve compatibility with adjacent and surrounding land uses to the maximum extent practicable.

Policy FLU-1.7.3: The City shall grant or deny a properly completed application for a permit to locate a new distribution electric substation within a residential land use category or zoning district pursuant to the requirements of F.S. 163.3208.

Objective FLU-1.8: Provide for effective land development opportunities while allowing for innovative solutions through the Land Development Code.

Policy FLU-1.8.1: The land development regulations shall be modified and/or expanded to reflect the goals, objectives and policies of all the Comprehensive Plan elements.

Policy FLU-1.8.2: Land development regulations shall allow flexibility, within some zoning districts to provide for affordable housing and other redevelopment opportunities.

Policy FLU-1.8.3: Land development regulations shall include standards for residential density bonuses and density transfers above the limit otherwise established by future land use category in exchange for the construction of affordable housing and as an incentive to achieve superior building and site design, preserve environmentally sensitive lands and open space, and provide public benefit uses including access to the waterfront.

- Density bonuses for superior building and site design, preservation of environmentally sensitive lands and open space, and provision of public benefit uses shall not exceed 10% of the limit otherwise established by land use category and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- Density bonuses for superior building and site design, preservation of environmentally sensitive lands and open space, and provision of public benefit uses shall be based upon clear and convincing evidence that the proposed design will result in a superior product that is compatible with the surrounding land uses and produces a more desirable product than the same development without the bonus.

- Density bonuses for the provision of affordable housing shall not exceed 25% of the limit otherwise established by land use category and shall be available to residential developments in the medium density residential land use district, high density land use district, office land residential use district. residential/neighborhood commercial land use district. commercial land use district, redevelopment land use district and business land use district.
- Density bonuses for the provision of affordable housing shall be based upon ratios of the amount of affordable housing to market rate housing within a proposed residential development and shall include mechanisms to assure that the units remain affordable for a reasonable timeframe such as resale and rental restrictions and rights of first refusal.
- The maximum combined density bonus for superior building and site design, preservation of environmentally sensitive lands and open space, provision of public benefit uses and affordable housing provided to any single development shall not exceed 35% of the limit otherwise established by land use category.
- Density transfers shall be a direct transfer of unutilized density from a donor site to a receiving site, subject to the City's land development and density transfer regulations.
- All density bonuses and density transfers shall be approved by the City Planning Board.

Objective FLU-1.9: Direct development in the City to areas where infrastructure exists to reduce development outside of the City limits which would cause further urban sprawl.

Policy FLU-1.9.1: Promote infill development of vacant and underutilized parcels within City limits through use of appropriate land development regulations, and provision of effective urban services.

Policy FLU-1.9.2: Encourage mixed-use development as a means to increase density in the designated urban core and inner-city redevelopment areas of the City in accordance with adopted redevelopment area plans through EAR-based amendments of the Comprehensive Plan and revisions of the Land Development Code.

Policy FLU-1.9.3: Support increased density in proximity to existing and proposed urban elementary schools, and seek to use such schools as neighborhood focal points by collocating public facilities such as parks and community centers with schools to the extent possible.

Policy FLU-1.9.4: Continue to encourage mixed use development through the use of innovative land development techniques such as planned unit developments, cluster housing, mixed-uses on individual parcels and other approaches as provided in the land development code.

Policy FLU-1.9.5: Promote innovative arrangements of development types and promote a complimentary mix of residential/commercial/recreation uses along primary vehicular corridors of neighborhoods so as to minimize the impacts of new development on existing resources and facilities by allowing a variety of uses in close proximity to one another.

Policy FLU-1.9.6: Allow development of a mixture of residential, commercial and office land uses in the mixed residential/office/commercial zoning districts along primary vehicular corridors of the Urban Core and inner-city Community Redevelopment Areas, through review and revision of the Land Development Code.

Objective FLU-1.10: Increase and enhance Traditional Neighborhoods

Policy FLU-1.10.1: Identify and revise incompatible zoning designations and approved land uses to ensure suitable development in support of existing traditional neighborhoods and a cohesive urban fabric.

Policy FLU-1.10.2: Encourage new Neo-Traditional Neighborhood Development and compatibly designed infill within the urban core and innercity redevelopment areas through review, and revision where necessary, of the land use regulations in the Land Development Code.

Policy FLU-1.10.3: Explore Neighborhood Conservation Overlay Districts to ensure compatible infill development in existing traditional neighborhoods.

Policy FLU-1.10.4: Explore the use of State and Federal redevelopment programs to encourage Neo-Traditional Neighborhood Developments that include a mix of uses and provide housing for a range of incomes.

Objective FLU 1.11: Promote development in the downtown urban core areas of the City.

Policy FLU-1.11.1: Promote through the redevelopment process, the introduction of mixed-use development to enhance retail viability, establish

truly pedestrian-oriented shopping districts, create more attractive buildings and public spaces, support transit viability, and reduce vehicle trips.

Policy FLU-1.11.2: Review land use regulations in the Land Development Code and revise where necessary to support walkability and pedestrian activity, arts, and entertainment uses in the City's downtown.

Policy FLU-1.11.3: Review land use regulations in the Land Development Code and revise where necessary to encourage the vertical and horizontal integration of a complementary mix of commercial, service and other nonresidential uses that address the needs of families and other household types living in downtown neighborhoods.

Policy FLU-1.11.4: Pursue the establishment of a downtown railroad "quiet zone" to facilitate downtown development.

Policy FLU-1.11.5: Continue to coordinate with the Downtown Improvement Board on parking enforcement and management to provide adequate parking for downtown patrons.

Policy FLU-1.11.6: Continue to waive off-street parking requirements in the HC-1 and HC-2 districts, for residential land uses in the dense business area, and for qualifying buildings in the South Palafox Business District and C-2A district to encourage downtown and urban core development.

Policy FLU-1.11.7: Continue to allow the off-site provision of parking through a shared parking agreement in qualifying zoning districts to promote downtown and urban core development.

Objective FLU-1.12.: Implement plans for redevelopment and renewal of blighted areas in Census Tracts 1 through 8, and particularly in the downtown urban core and inner-city Community Redevelopment Areas.

Policy FLU-1.12.1: Continue to undertake redevelopment projects and programs as outlined in the *Urban Core Community Redevelopment Plan* (2010 Update), the *Pensacola Waterfront Redevelopment Plan* (2000/Update 2010), the *Pensacola Historic District Master Plan*, (2004) and the *Belmont DeVilliers Land use Plan* (2004) and promote increased density.

Policy FLU-1.12.2: Continue to engage in redevelopment activities within the designated Urban Infill and Redevelopment Area in accordance with the *Urban Infill and Redevelopment Area Plan*.

Policy FLU-1.12.3: Implement redevelopment efforts as identified in the *Westside Community Redevelopment Area Plan* (2007).

Policy FLU-1.12.4: Encourage Brownfield and grayfield redevelopment and adaptive reuse within the urban core and inner-city development areas.

Policy FLU-1.12.5: Promote redevelopment of existing automobile-oriented corridors and the upgrading of existing commercial development to create vibrant, mixed-use boulevards that balance efficient movement of motor vehicles with the creation of attractive pedestrian-friendly districts that serve the adjoining neighborhoods as well as passing motorists pursuant to adopted redevelopment plans.

Policy FLU-1.12.6: Provide infrastructure improvements as part of a redevelopment program in the above mentioned areas in such a way that will not strain the economic resources of the City's existing and new residents.

Policy FLU-1.12.7: Provide for some economic incentives for development in the cited neighborhoods including the following:

- \* Establishing lower level of service standards for some facilities in developed neighborhoods so that costs of upgrading facilities will not be prohibitive; and
- \* Establishing lower or abolishing impact fee assessments in these neighborhoods if the use of impact fees are adopted in the Plan.

Objective FLU-1.13: Opportunity for dispute resolution in consideration of revisions to the Comprehensive Plan.

Policy FLU-1.13.1: Opportunity shall be afforded, pursuant to F.S. 163.3181 (4), for informal mediation or other alternative dispute resolution to a property owner who's request for an amendment to the Comprehensive Plan pertaining to his property is denied. The costs of the mediation or other alternative dispute resolution shall be borne equally by the local government and the property owner. If the owner requests mediation, the time for bringing a judicial action is tolled until the completion of the mediation or 120 days, whichever is earlier.

Policy FLU-1.13.2: Prior to an administrative hearing conducted pursuant to review of the comprehensive plan or plan amendment by the state land planning agency, opportunity to mediate or otherwise resolve the dispute of any affected person who intervenes as a party to that proceeding shall be afforded pursuant to F.S. 163.3184 (10)(c). The costs of the mediation or

other alternative dispute resolution shall be borne equally by all the parties to the proceeding.

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. The effective date of these plan amendments, if the amendments are not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that these amendments are in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that these amendments are not in compliance, these amendments shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining these adopted amendments to be in compliance. If a final order of noncompliance is issued by the Administration Commission, these amendments may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_

President of City Council

Attest:

City Clerk



# MINUTES OF THE PLANNING BOARD January 14, 2020

MEMBERS PRESENT:	Chairperson Paul Ritz, Vice Chairperson Kurt Larson, Board
	Member Grundhoefer, Board Member Murphy, Board Member Powell, Board Member Sampson
	•

- MEMBERS ABSENT: Board Member Wiggins
- **STAFF PRESENT:** Assistant Planning Director Cannon, Planning Director Morris, Assistant City Attorney Lindsay, Senior Planner Statler, Transportation Planner-Complete Streets Ziarnek, Neighborhoods Administrator Powell, Network Engineer Johnston, Digital Media Coordinator Rose, Intern Mendillo
- OTHERS PRESENT: Will Dunaway, Fred Gunther, Andrew Rothfeder, Diane Mack

# AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from December 10, 2019.
- New Business:
  - 1. Consider Amendments to the City's Comprehensive Plan
  - 2. Discussion on the Proposed Amendment to the Tree Ordinance

# •

# Call to Order / Quorum Present

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

# Approval of Meeting Minutes

Board Member Grundhoefer made a motion to approve the December 10, 2019 minutes, seconded by Board Member Powell, and it carried unanimously.

## New Business

## Consider Amendments to the City's Comprehensive Plan

Assistant Planning Director Cannon advised the City could amend the Comp Plan twice a year. Staff had spoken with the Florida Department of Economic Opportunity (DEO), and this was one of the first calendar amendments for this year to remove a certain level of specificity that is currently in the Comp Plan. She explained the Comp Plan should be a thin document, and since there was some duplication between the Comp Plan and the LDC, this would remove some of the confusion with that information in both places. Both documents explain how land is to be used and developed over time, with the Comp Plan being more about the future and long-term.

Chairperson Ritz explained the Future Land Use (FLU) was a master plan, looking at the broad picture across the city, whereas the LDC, specifically chapter 12, deals with all the specifics and techniques for changes. He noted some of the changes involved building heights, and the LDC had some of the same language. Removing the language from the Comp Plan, where it does not need to be, actually helps the Board in dealing with regular agenda items. Staff indicated today's consideration was for the strike-through language which was already in the LDC and was the tool used by the Board. Board Member Murphy questioned the items which were not a strike-through (numbers of dwelling units), and staff explained those would remain.

Mr. Gunther indicated this was not a criticism of the staff, the Mayor or Studer Properties, or the Maritime Park development, but he thought everyone should play by the same rules. Chairperson Ritz asked that the Maritime Park discussion be removed and to focus on the FLU map. Mr. Gunther indicated these changes made the WRD-1 changes comply with the Comp Plan, and if they had requested a variance, the Board would not have granted it; this effort really made them compliant. He felt this was not the proper way to accomplish this especially when only two changes were allowed per year. He explained the changes were not intended to grant exemptions for developers. He pointed out this Board's mandate was to ensure that the LDC was compliant with the Comp Plan. Chairperson Ritz noted that since Mr. Gunther's petition had gone to the State, he would have to let the legal process take its course. Staff confirmed that the WRD-1 zoning designation had been approved by Council.

Ms. Mack addressed residential districts on page 1-2 regarding building height limitation and was not opposed to the strike-through but asked that the Board consider adding language regarding scale within residential districts. She agreed there was a value to higher density buildings, but you do not want a 20-story building immediately adjacent to a one-story single family residence; she wanted to see some policy statement that building height for high density residential should not be excessively incompatible with adjacent shorter buildings. Chairperson Ritz explained there were places in Pensacola where single family structures were already built into commercial areas; he pointed out that he lives in a portion of East Hill which is zoned C-1. Ms. Mack advised she hoped there could be a discussion on incongruity.

Mr. Gunther explained the LDC was changed when it wasn't consistent with the Comp Plan, and it appeared to be done for one developer. Assistant Planning Director Cannon advised that the building height was changed along with other changes when the CRA Overlay was passed, and this was not just because of the WRD-1. Staff had made notes on items that would eventually need to be addressed when the time was right.

Mr. Rothfeder of Studer Properties stated they had completely followed the process and procedures, and the research had been performed for a City-owned property. A private

developer (Studer) has an option on that land which would expire in about 60 days, and they had no desire in investing or developing those parcels. They had hired DPZ and Jeff Speck to give their opinions for a mixed use property, and developers were not interested in investing without regulations in place to create predictability in the development. He pointed out exceptions were made when the CRA Overlay was developed, and one property owner had asked that his parcel be carved out.

Mr. Dunaway wanted to point out again that the Comp Plan revisions affected more districts than the WRD-1. The EAR report for the Comp Plan adjustment went through in 2019, and Council at that point had not made a determination on what they wanted to do with this parcel. The DEO had been informed and had no issues with the changes. He pointed out that the Comp Plan was the guiding principles. Council had put forth plans, and we were now getting caught up in the process. He emphasized these changes affected all districts. Chairperson Ritz stressed the Comp Plan was a far broader document and was city-wide. Board Member Grundhoefer indicated this was not superseding or eliminating the LDC which has its own restrictions. Staff also explained there were special districts which involved the Planning and Architectural Review Board as an extra layer for evaluation.

Mr. Gunther stated he had no problem with the way the Studer Properties proceeded but had a problem with how the City proceeded in changing the LDC; he felt it was not consistent with the Comp Plan. Chairperson Ritz advised he would let the petition under legal review take its course, but felt the changes were a broader application for city-wide changes and was in favor of this change. **Board Member Powell made a motion to approve, seconded by Board Member Sampson, and the motion carried unanimously.** 

# Discussion on the Proposed Amendment to the Tree Ordinance

Chairperson Ritz advised this was a discussion item with no vote at this meeting. Board Member Murphy removed herself from the Board discussion and approached the podium to give an update. She explained she would be going to Gainesville and would be in contact with several university professors, an arborist and others involved in the tree program for Gainesville. She would be working on getting these people to Pensacola for one week to participate in the workshops. She indicated because of the way the Planning Board workshops were set up, she did not feel this would give the best opportunity for public involvement. She distributed an updated tree list from Gainesville containing the non-native species.

Chairperson Ritz was curious on how to invite stakeholders to the workshops. Board Member Murphy explained having personnel from Gainesville would create excitement, and her organization would help facilitate this as an outside workshop and get a variety of information to bring back to the Board to create one document. Chairperson Ritz suggested giving a presentation to the Board under the discussion position with notification to the public; the public and the Board would be able to ask questions in this setting. Board Member Murphy felt the public was intimidated by the Board's setup versus being able to casually discuss the item in a workshop. Chairperson Ritz advised the Board would not be able to participate since that would be a future agenda item coming before the Board. Assistant Planning Director Cannon explained the presentation to the Board would then be making a recommendation to Council. She recommended staying with the regularly scheduled Board meetings for the best public turnout. Chairperson Ritz stated from his experience,

City of Pensacola Planning Board Minutes for January 14, 2020 Page 4

late afternoon meetings were more heavily attended. Staff recommended getting on the existing stakeholders' regularly scheduled meetings. Board Member Grundhoefer indicated DPZ had summarized the results from their charrettes and brought the presentation to the Board. Assistant City Attorney Lindsay advised Board members could attend the charrettes at the same time but could not speak to one another about the item. Board Member Murphy stated she would have more information at the next Board meeting to identify who was coming and how the charrettes were coming together.

Ms. Mack felt we were going to have a nice bit of education about this issue. She offered the Board a flyer indicating the Studer Group was bringing in a national caliber expert on tree ordinances and green infrastructure. This CivicCon presentation was tentatively scheduled for February 10 but could be changed to March. The private workshop the day after would be from 4 to 6 p.m.

Mr. Dunaway, Chairman of CivicCon, wanted to make sure it was understood that CivicCon was brought to the community by the Studer Group and the Pensacola News Journal, and they encouraged everyone to participate.

# Open Forum – None

<u>Adjournment</u> – With no further business, Chairperson Ritz adjourned the meeting at 3:00 pm.

Respectfully Submitted,

Assistant Planning Director Cynthia Cannon Secretary to the Board



Memorandum

File #: 12-20

City Council

7/16/2020

# LEGISLATIVE ACTION ITEM

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

SUBJECT:

PROPOSED ORDINANCE NO. 12-20 - PROPOSED AMENDMENTS TO THE COMPREHENSIVE PLAN - FUTURE LAND USE ELEMENT

#### **RECOMMENDATION:**

That City Council adopt Proposed Ordinance No. 12-20 on second reading.

AN ORDINANCE APPROVING FOR ADOPTION. FOLLOWING THE REQUIRED STATUTORY **REVIEW PROCESS** BY THE STATE OF FLORIDA, PLAN OF CITY AMENDMENTS TO THE COMPREHENSIVE THE OF PENSACOLA. FLORIDA. FUTURE LAND USE ELEMENT: REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

# HEARING REQUIRED: Public

# SUMMARY:

As provided in Florida Statutes Chapter 163, all local governments within the State of Florida are allotted two calendar year amendments to their Comprehensive Plans. The proposed amendments in this update will serve as the first calendar year amendment. Attached you will find the all changes submitted in strike-through and underline format.

This Public Hearing is to consider adopting the proposed Comprehensive Plan amendments as revised based on comments from the Department of Economic Opportunity (DEO). On February 13, 2020, City Council conducted a public hearing to transmit the proposed amendment to DEO for comments, and approved Proposed Ordinance No. 12-20 on First Reading. Following receipt of DEO comments, Council now needs to conduct an adoption hearing to consider adopting the Comprehensive Plan amendments. Proposed Ordinance No. 12-20 has been revised to contain the absolute height and coverage maximums that would be permitted in applicable nonresidential zoning districts, as regulated by the City's Land Development Code.

The City's Land Development Code (LDC) contains the same building height and lot coverage maximums that are currently cited in the Future Land Use Element of the City's Comprehensive Plan. As the Comprehensive Plan is a long-range "big picture" planning document, and the LDC is intended to be more detail-intensive, there are a variety of definitions and processes in the LDC that

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allow for variations to these maximums. While this has not been deemed to be a conflict, in order to avoid confusion, this level of specificity should be eliminated from our Comprehensive Plan.

Many communities do not include this type of detail in their Comprehensive Plans, as it is the function of the Land Development Code to provide site-related requirements that delve beyond land use, concurrency for infrastructure, and residential density. In the last decade, the City has undertaken the creation of a "freeboard" requirement for properties in flood zones, revised the definition of how "building height" is measured, and has introduced a new measurement system in the Land Development Code with the addition of language that measures building height in stories in some areas of the City. Additionally, there are various citywide applications of the City's Land Development Regulations, which allow for outcomes that exceed those base numbers for height.

The density transfer language contained on pages 12 and of 13 of the attached ordinance (Proposed Ordinance No. 12-20) was previously approved by City Council as part of Ordinance 23-19 that has been transmitted to the Department of Economic Opportunity, and is under their required review.

The Planning Board unanimously recommended approval of the proposed amendments at their regular meeting on January 14, 2020.

# PRIOR ACTION:

February 13, 2020 - The City Council held a public hearing and approved Proposed Ordinance No. 12-20 on first reading.

October 10, 2019 - City Council adopted Ordinance No. 23-19.

# FUNDING:

N/A

# FINANCIAL IMPACT:

None

# CITY ATTORNEY REVIEW: Yes

1/22/2020

# STAFF CONTACT:

Keith Wilkins, City Administrator Kerrith Fiddler, Deputy City Administrator - Community Development Sherry Morris, Planning Services Administrator

# ATTACHMENTS:

1) REVISED Proposed Ordinance No. 12-20

- 2) Proposed Ordinance No. 12-20
- 3) Planning Board Minutes January 14, 2020

PRESENTATION: No

\*\*\*REVISED\*\*\*

PROPOSED ORDINANCE NO. <u>12-20</u>

ORDINANCE NO. \_\_\_\_

AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE APPROVING FOR ADOPTION, FOLLOWING THE REQUIRED STATUTORY REVIEW PROCESS BY THE STATE OF FLORIDA, AMENDMENTS TO THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA, FLORIDA, FUTURE LAND USE ELEMENT; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola adopted a Comprehensive Plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the City of Pensacola conducted a public hearing on February 13, 2020 to consider amendments to the Comprehensive Plan; and

WHEREAS, said amendments will affirmatively contribute to the health, safety and general welfare of the citizens of the City of Pensacola; and

WHEREAS, the City Council has followed all of the procedures set forth in Section 163.3184, Fla. Stat., and all other applicable provisions of law and local procedures with relation to amendments to the Comprehensive Plan; and

WHEREAS, proper public notice was provided and appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following amendments to the Comprehensive Plan of the City of Pensacola;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. The City of Pensacola City Council does hereby approve for adoption, after transmittal to the state land planning agency and the completion of the statutory process set forth in Section 163.3184, these amendments to the City's Comprehensive Plan.

#### FUTURE LAND USE

GOAL FLU-1: Maximize the use of land both from an economic standpoint, and from the standpoint of minimizing threats to the health, safety and welfare of residents and to the continued well-being of the natural environment.

Objective FLU-1.1: Specify the desired development pattern through a land use category system that provides for the location, type, density and intensity of development and redevelopment based on natural conditions and dependent on the availability of services as shown on the Future Land Use Map and controlled through the adopted Land Development Code.

Policy FLU-1.1.1: All development orders and building permits for future development and redevelopment activities shall be issued only if public facilities necessary to meet adopted level of service standards are available concurrent with the impacts of the development.

Policy FLU-1.1.2: The City will amend its Land Development Code as needed to remain consistent with the requirements of Chapter 163.3202, Florida Statutes and Chapter 9J-5.022 and 9J-5.023, F.A.C. so that future growth and development will continue to be managed through the preparation, adoption, implementation and enforcement of land development regulations that are consistent with the Comprehensive Plan.

Policy FLU-1.1.3: The Land Development Code will be evaluated during the EAR-based amendment process to identify revisions that are needed to implement the goals, objectives and policies of the Comprehensive Plan. The Land Development Code includes:

- 1. Zoning District Regulations
- 2. Neighborhood Preservation Standards
- 3. Off-Street Parking
- 4. Signage
- 5. Tree/Landscape Regulations
- 6. Subdivisions
- 7. Control of Erosion, Sedimentation and Runoff
- 8. Flood Plain Management
- 9. Airport Zoning

Policy FLU-1.1.4: Each future land use category shall have a set of zoning districts that may be permitted within that future land use category, and zoning that is not consistent with the category shall not be approved. The zoning ordinances shall include a table which sets forth the different zoning districts which are permitted within each future land use category, and designations which are not consistent with the table shall not be approved.

Policy FLU-1.1.5: Future land use categories, including densities and intensities of use for each category, shall be established as follows: described below. No building shall exceed 150 feet in height, as defined in the Land Development Code. Lot coverage at a maximum range of 75% to 100% (or less) is permitted in applicable nonresidential zoning districts.

Conservation District: The Conservation Land Use District is established to preserve open space as necessary for protecting water resources, preserving scenic areas, preserving historic sites, providing parklands and wilderness reserves, conserving endemic vegetation, preventing flood damage and soil erosion. This future land use category shall apply to environmentally sensitive areas identified on the Future Land Use Map and protected from development pursuant to site plan review. The following generalized uses are permitted:

(a) Wildlife and vegetation conservation:

Wildlife refuge, nature trails and related facilities

(b) Recreational facilities:

Passive recreation Bike trails Jogging trails

(c) Other similar and compatible conservation and recreational uses: Boat moorings, fishing piers, drainage areas, etc.

Residential Districts: The Residential Land Use Districts are established for the purpose of providing and preserving areas of predominantly low, medium or high residential development. A variety of residential uses shall be allowed, based on zoning classification, at the following maximum densities:

- \* Low Density Residential 5 or fewer residential dwelling units per acre.
- \* Medium Density Residential 18 or fewer residential dwelling units per acre. Conditional use permits for the following land uses may be approved in the Medium Density Residential Land Use District based on site plan review and public notification procedures: Residential design manufactured homes, bed and breakfast, day care centers and accessory office units subject to intensity standards for the Office and Residential/Neighborhood Commercial Land Use Districts.
- High Density Residential 35 or fewer residential dwelling units per acre allowed pursuant to lot coverage, landscape area, parking and recreational area development requirements provided in the adopted Land Development Code. No building shall exceed a height of 150'. This height limitation shall not apply to buildings for which preliminary development plan approval was granted by the City Council on or before December 31, 1994.

Office District: The Office Land Use District is established for the purpose of providing for a mixture of residential and office uses, developed separately or within the same structure. When located in older, developed areas of the City, the district is intended to provide for residential or office infill development at a density, character and scale compatible with the surrounding area. In newer, vacant areas of the City, the district is also intended as a transition area between residential and commercial uses. Residential and office uses are allowed at the following maximum densities and intensities:

- \* Residential density not to exceed 35 dwelling units per acre.
- \* Office the maximum combined area occupied by all principal and accessory buildings on a lot shall be 30% for a one- to four-story building, 25% for a five- to seven-story building and 20% for any building over eight stories. No building shall exceed a height of 100'.

Residential/Neighborhood Commercial District: The Residential/ Neighborhood Commercial Land Use District is established for the purpose of providing for a mixture of residential, professional and certain types of neighborhood convenience-shopping-retail sales and service uses. Residential and office or commercial uses shall be allowed within the same structure. When located in older sections of the community in which by custom and tradition the intermixing of such uses has been found to be necessary and desirable, the districts intended to provide for infill development at a density, character and scale compatible with the surrounding area. When located in newer developing areas where it is necessary and desirable to create a transition zone between a residential and a commercial district, the district is intended to provide for mixed office, commercial and residential development. Residential, office and lowintensity commercial uses are allowed at the following maximum densities and intensities:

- \* Residential density not to exceed 35 dwelling units per acre.
- \* Office and Commercial the maximum combined area occupied by all principal and accessory buildings on a lot shall be 30% for a one- to four-story building, 25% for a five- to seven-story building and 20% for any building over eight stories. No building shall exceed a height of 100'.
- \* Commercial uses shall be restricted to a maximum floor area subject to regulations set forth in the adopted Land Development Code.

Commercial District: The Commercial Land Use District is established for the purpose of providing areas of commercial development ranging from compact shopping areas to limited industrial/high intensity commercial uses. Light industrial uses such as fabrication, assembly and warehousing are permitted. Conventional residential use is allowed as well as residential uses on upper floors above ground floor commercial or office uses and in other types of mixed-use development. Residential, office and commercial uses are allowed at the following maximum densities and intensities:

- \* Residential density not to exceed 35 dwelling units per acre outside the dense business area and density not to exceed 135 dwelling units per acre in the dense business area.
- \* Office and Commercial in the dense business area the maximum combined area occupied by all principal and accessory buildings shall be 100% of lot size (subject to compliance with parking provisions) up to a height of 100'. Developments of over 100' in height shall be required to reduce the lot coverage by 10%. No building shall exceed a height of 150'.
- \* Office and Commercial outside of the dense business area the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a height of 100'. Developments of over 100' in height shall be required to reduce the lot coverage by 10%. No building shall exceed a height of 150'.

Industrial District: The Industrial Land Use District is established for the purpose of providing areas for industrial development for community and regionally oriented service areas. The district is intended to facilitate the more intense, large-scale manufacturing, warehousing, distribution, wholesaling and other industrial functions of the City and the region. The uses in this district would typically be of a scale and intensity that are more likely to be capable of having an adverse effect (through sound, vibration, odor, etc) on adjacent properties if they are not of a compatible character (i.e. residential, office, and general commercial land uses). Office, commercial and a mixture of light industrial, heavy industrial and industrial park uses are allowed. , with maximum building coverage of 75% of lot size up to a maximum height of 100 feet.

Neighborhood District: The Neighborhood Land Use District is established to provide for land uses and aesthetic considerations which are distinctive and unique to neighborhoods defined by specific geographic boundaries on the Future Land Use Map.

A variety of residential, office and commercial uses will be allowed at the following maximum densities or intensities:

\* Residential – density not to exceed 35 dwelling units per acre.

\* Office and Commercial - the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a maximum height of 100'.

Historic and Preservation District: The Historic and Preservation Land Use District is established to preserve the development pattern and distinctive architectural character of these unique areas through the restoration of existing buildings and construction of compatible new buildings. These buildings and historic sites and their period architecture make the district unique and worthy of continuing preservation efforts. 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 districts. The district is an established business area, residential neighborhood and tourist attraction, containing historic sites and museums, a variety of specialty retail shops, restaurants, small offices, and residences.

A variety of residential, office and commercial uses will be allowed at the following maximum densities or intensities:

- \* Residential density not to exceed 35 dwelling units per acre in the Pensacola (Seville) Historic District, the North Hill Preservation District and the Old East Hill Preservation District and density not to exceed 135 dwelling units per acre in the Palafox Historic Business District.
- \* Office and Commercial in the Pensacola (Seville) Historic District, the North Hill Preservation District and the Old East Hill Preservation District - buildings shall not exceed a maximum height of 45'. Lot coverage shall be regulated by use of front, side and rear yard requirements pursuant to regulations in the Land Development Code and based on existing development.
- \* Office and Commercial in the Palafox Historic Business District - the maximum combined area occupied by all principal and accessory buildings shall be 100% of lot size (subject to compliance with parking provisions) up to a height of 100'. Developments of over 100' in height shall be required to reduce the lot coverage by 10%. No building shall exceed a height of 150'.

Redevelopment District: The Redevelopment Land Use District is established to promote the orderly redevelopment of the southern gateway to the City and portions of the Pensacola Bay waterfront area in order to enhance visual appearance, preserve unique shoreline vistas, provide public shoreline access, preserve or provide working waterfront activities, improve traffic safety and encourage a high quality of site planning. Site specific analysis of each development proposal within the district is intended to ensure that the scenic orientation and open space image of the shoreline is maintained, that the development characteristics are upgraded and the boundary of the adjacent special districts are positively reinforced.

A variety of residential, office and commercial uses will be allowed at the following densities or intensities:

- \* Residential density not to exceed 100 dwelling units per acre in the Gateway Redevelopment District and 60 dwelling units per acre in the Waterfront Redevelopment District.
- \* Office and Commercial in the Gateway Redevelopment District - the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a maximum height of 100'.
- \* Office and Commercial in the Waterfront Redevelopment District - the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a maximum height of 60'.

Business District: The Business Land Use District is established to promote the compatible redevelopment of the City's historic downtown waterfront by encouraging high quality site planning and architectural design which is compatible with both the historic character of the existing structures and the waterfront activities.

- \* Residential density not to exceed 108 dwelling units per acre in the South Palafox Business District.
- \* Office and Commercial in the South Palafox Business District the maximum combined area occupied by all principal and accessory buildings shall be 100% of lot size up to a maximum height of 80'.

Airport District: The Airport Land Use District is established to regulate land owned by the Pensacola Regional Airport or immediately adjacent to the airport which is considered sensitive due to its relationship to the runways and its location within noise zones. Land owned by the City allows only open space, recreational or commercial and industrial uses customarily related to airport operations. Low density residential and a variety of office and commercial uses will be allowed on privately owned land, based on the zoning classification and subject to the requirements of Chapter 333 of the Florida Statutes, at the following maximum densities:

- \* Residential density not to exceed 5 dwelling units per acre.
- \* Office and Commercial the maximum combined area occupied by all principal and accessory buildings shall be

50%. No building shall exceed a height of 45', subject to airport height limitations.

Interstate Corridor District: The Interstate Corridor Land Use District is established to provide for non-highway land uses both below and adjoining the Interstate I-110 corridor on land owned by the Florida Department of Transportation and leased by the City of Pensacola as shown in the Site Development Plan in the DOT *Corridor Location, Design and Multiple Use Report: Interstate 110, Pensacola, Escambia County, Florida, 1972.* The following land uses are allowed at the land use mix composition shown below, with site plan review and City Council approval:

- \* Residential density not to exceed 35 dwelling units per acre up to a maximum 3% of the developable land.
- \* Service, tourist and community commercial and light industrial uses up to a maximum 25% of developable land.
- \* Recreation and open space facilities, and community centers owned and operated by the City up to a maximum 35% of developable land.
- \* Public utilities, City government buildings and facilities and public transportation facilities up to a maximum 37% of developable land.

The maximum combined area occupied by all principal and accessory buildings shall be 50%. No building shall exceed a height of 45', Buildings subject to DOT height limitations.

Policy FLU-1.1.6: The following uses shall be allowed in all future land use districts, except for Conservation and Interstate Corridor, subject to regulations set forth in the adopted Land Development Code, and Chapter 333 of the Florida Statutes: Community residential homes, schools with curriculum the same as public schools, libraries, churches, home occupations and accessory structures incidental to any permitted use. Parks and playgrounds and utility structures shall be allowed in every district.

Policy FLU-1.1.7: Adaptive reuse of vacant public, semipublic, institutional or historically significant structures within the Medium and High Density Residential Land Use Districts and the Residential Neighborhood Commercial Land Use District shall be allowed subject to issuance of a conditional use permit.

Applicants for a conditional use permit must submit development plans, undergo site review process through the Planning Board, provide for public notification of property owners within an established radius and obtain approval from the City Council. To ensure the compatibility of the conditional use development with the surrounding residential neighborhood the City Council may prescribe appropriate conditions and safeguards as follows:

- \* Limit or otherwise designate the following: the manner in which the use is conducted; the height, size or location of a building or other structure; the number, size, location, height or lighting of signs; the location and intensity of outdoor lighting or require its shielding.
- \* Establish special or more stringent buffer, yard or other open space requirements.
- \* Designate the size, number, location or nature of vehicle access points.
- \* Require berming, screening, landscaping or similar methods to protect adjacent or nearby property and designate standards for installation or maintenance of the facility.
- \* Designate the size, height, location or materials for a fence or wall.

Objective FLU-1.2: Existing nonconforming land uses which are incompatible or inconsistent with the Future Land Use Plan will not be allowed to expand, to be enlarged, or to be rebuilt or reopened if destroyed, pursuant to provisions adopted in the Land Development Code and consistent with the requirements of Chapter 163, F.S.

Policy FLU-1.2.1: Expansion or replacement of land uses, which are incompatible with the Future Land Use Plan, shall be prohibited. Existing nonconforming uses will be permitted as provided in the City's Land Development Code.

Policy FLU-1.2.2: Land uses which are potentially incompatible due to type of use and/or intensity of use, shall be buffered from one another through the use of physical and/or natural vegetative barriers within required yards established in the adopted Land Development Code.

Objective FLU-1.3: The City shall protect its natural resources and its historic, architectural and archaeological resources in accordance with the City's Land Development Code.

Policy FLU-1.3.1: Continue to protect natural open space areas within the City as designated in the Recreation and Open Space Element.

Policy FLU-1.3.2: Public access to the waterfront shall be maintained or improved by the City (i.e., boat ramps, street rights-of-way). Private property rights will be protected in providing public access to the waterfront.

Policy FLU-1.3.3: Wetlands and other natural vegetative and wildlife habitats identified, as Conservation Districts on the City's Future Land Use Map will be protected from development through provisions in the Land Development Code.

Policy FLU-1.3.4: Regulate the location of hazardous waste disposal, storage and treatment facilities within the City through enforcement of land development regulations.

Policy FLU-1.3.5: The City shall coordinate with West Florida Historic Preservation, Inc. by providing technical assistance in its efforts to identify, designate and preserve historic architectural resources and shall continue to enforce the regulations in the adopted Historic District zoning ordinance.

Policy FLU-1.3.6: The City shall abide by the guidelines of its archaeological resolution whenever development is planned for City-owned property.

Policy FLU-1.3.7: The City shall utilize maps contained in the *Wellhead Protection Area Delineation In Southern Escambia County, Florida, Water Resources Special Report 97-4, December 1997*, prepared by the Northwest Florida Water Management District, as may be amended, and included by reference, to identify wellhead protection areas around existing water wells and shall continue to cooperate with the Escambia County Utilities Authority in reviewing land use regulations within these areas.

Policy FLU-1.3.8: Land uses delineated by the Future Land Use element shall be permitted based on the availability of water supplies in addition to the availability of public water facilities consistent with the requirements of Chapter 163, F.S.

Objective FLU-1.4: All development and redevelopment in the Coastal High Hazard Area shall be consistent with the Coastal Management Element and shall be coordinated with appropriate regional hurricane evacuation plans.

Policy FLU-1.4.1: For City-funded developments, water-dependent and water-related activities shall be given a higher priority for permit approval.

Policy FLU-1.4.2: Public access to the waterfront shall be encouraged in all developments utilizing City funds except for industrial developments.

Policy FLU-1.4.3: Future residential land use developments in the CHHA shall be limited to the following densities by location:

- \* Low density along Escambia Bay north of Hyde Park Road and south of Gadsden Street, and along both shores of Bayou Texar.
- \* Medium density along Pensacola Bay (except for the Historic District), and along Bayou Chico.
- \* High density Historic District.

Policy FLU-1.4.4: Future residential land use developments in the dense business area constructed in the CHHA shall be limited to medium density (18 or fewer residential dwelling units per acre). Allowable density above the medium density limit established by future land use category may be transferred to portions of the development site outside the CHHA.

Objective FLU-1.5: The City shall coordinate with other local governments and agencies to reduce or minimize adverse impacts in the region due to development in the City.

Policy FLU-1.5.1: The City shall develop procedures for review of requests for development orders which might affect or be affected by another government or agency and coordinate appropriately.

Policy FLU-1.5.2: The City shall review and contribute to any updates of the Comprehensive Plans in surrounding jurisdictions and other policy plans that would affect implementation of local resource protection goals.

Objective FLU-1.6: Ensure that suitable land is available for utilities necessary to support proposed developments through enforcement of subdivision ordinances which require the provision of adequate land for utilities infrastructure.

Policy FLU-1.6.1: Pursue an interlocal agreement and an informal coordination mechanism, to the extent possible, with Emerald Coast Utilities Authority and other utilities providers in locating public facilities and utilities to maximize the efficiency of services provided, to minimize their cost and to minimize their impacts on the natural environment.

Objective FLU-1.7: Facilitate efficient and reliable delivery of electric service.

Policy FLU-1.7.1: New electric distribution substations shall be a permitted use in all land use categories and zoning districts within the City except those designated as preservation, conservation, or historic preservation on the future land use map or duly adopted ordinance pursuant to F.S. 163.3208.

Policy FLU-1.7.2: Standards for set-backs, landscaping, buffering, screening, and other aesthetic compatibility-based standards shall apply to new distribution electric substations pursuant to F.S. 163.3208 to achieve compatibility with adjacent and surrounding land uses to the maximum extent practicable.

Policy FLU-1.7.3: The City shall grant or deny a properly completed application for a permit to locate a new distribution electric substation within a residential land use category or zoning district pursuant to the requirements of F.S. 163.3208.

Objective FLU-1.8: Provide for effective land development opportunities while allowing for innovative solutions through the Land Development Code.

Policy FLU-1.8.1: The land development regulations shall be modified and/or expanded to reflect the goals, objectives and policies of all the Comprehensive Plan elements.

Policy FLU-1.8.2: Land development regulations shall allow flexibility, within some zoning districts to provide for affordable housing and other redevelopment opportunities.

Policy FLU-1.8.3: Land development regulations shall include standards for residential density bonuses and density transfers above the limit otherwise established by future land use category in exchange for the construction of affordable housing and as an incentive to achieve superior building and site design, preserve environmentally sensitive lands and open space, and provide public benefit uses including access to the waterfront.

- Density bonuses for superior building and site design, preservation of environmentally sensitive lands and open space, and provision of public benefit uses shall not exceed 10% of the limit otherwise established by land use category and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- Density bonuses for superior building and site design, preservation of environmentally sensitive lands and open space, and provision of public benefit uses shall be based upon clear and convincing evidence that the proposed design will result in a superior product that is compatible with the surrounding land uses and produces a more desirable product than the same development without the bonus.

- Density bonuses for the provision of affordable housing shall not exceed 25% of the limit otherwise established by land use category and shall be available to residential developments in the medium density residential land use district, high density land use district, office land residential use district. residential/neighborhood commercial land use district. commercial land use district, redevelopment land use district and business land use district.
- Density bonuses for the provision of affordable housing shall be based upon ratios of the amount of affordable housing to market rate housing within a proposed residential development and shall include mechanisms to assure that the units remain affordable for a reasonable timeframe such as resale and rental restrictions and rights of first refusal.
- The maximum combined density bonus for superior building and site design, preservation of environmentally sensitive lands and open space, provision of public benefit uses and affordable housing provided to any single development shall not exceed 35% of the limit otherwise established by land use category.
- Density transfers shall be a direct transfer of unutilized density from a donor site to a receiving site, subject to the City's land development and density transfer regulations.
- All density bonuses and density transfers shall be approved by the City Planning Board.

Objective FLU-1.9: Direct development in the City to areas where infrastructure exists to reduce development outside of the City limits which would cause further urban sprawl.

Policy FLU-1.9.1: Promote infill development of vacant and underutilized parcels within City limits through use of appropriate land development regulations, and provision of effective urban services.

Policy FLU-1.9.2: Encourage mixed-use development as a means to increase density in the designated urban core and inner-city redevelopment areas of the City in accordance with adopted redevelopment area plans through EAR-based amendments of the Comprehensive Plan and revisions of the Land Development Code.

Policy FLU-1.9.3: Support increased density in proximity to existing and proposed urban elementary schools, and seek to use such schools as neighborhood focal points by collocating public facilities such as parks and community centers with schools to the extent possible.

Policy FLU-1.9.4: Continue to encourage mixed use development through the use of innovative land development techniques such as planned unit developments, cluster housing, mixed-uses on individual parcels and other approaches as provided in the land development code.

Policy FLU-1.9.5: Promote innovative arrangements of development types and promote a complimentary mix of residential/commercial/recreation uses along primary vehicular corridors of neighborhoods so as to minimize the impacts of new development on existing resources and facilities by allowing a variety of uses in close proximity to one another.

Policy FLU-1.9.6: Allow development of a mixture of residential, commercial and office land uses in the mixed residential/office/commercial zoning districts along primary vehicular corridors of the Urban Core and inner-city Community Redevelopment Areas, through review and revision of the Land Development Code.

Objective FLU-1.10: Increase and enhance Traditional Neighborhoods

Policy FLU-1.10.1: Identify and revise incompatible zoning designations and approved land uses to ensure suitable development in support of existing traditional neighborhoods and a cohesive urban fabric.

Policy FLU-1.10.2: Encourage new Neo-Traditional Neighborhood Development and compatibly designed infill within the urban core and innercity redevelopment areas through review, and revision where necessary, of the land use regulations in the Land Development Code.

Policy FLU-1.10.3: Explore Neighborhood Conservation Overlay Districts to ensure compatible infill development in existing traditional neighborhoods.

Policy FLU-1.10.4: Explore the use of State and Federal redevelopment programs to encourage Neo-Traditional Neighborhood Developments that include a mix of uses and provide housing for a range of incomes.

Objective FLU 1.11: Promote development in the downtown urban core areas of the City.

Policy FLU-1.11.1: Promote through the redevelopment process, the introduction of mixed-use development to enhance retail viability, establish

truly pedestrian-oriented shopping districts, create more attractive buildings and public spaces, support transit viability, and reduce vehicle trips.

Policy FLU-1.11.2: Review land use regulations in the Land Development Code and revise where necessary to support walkability and pedestrian activity, arts, and entertainment uses in the City's downtown.

Policy FLU-1.11.3: Review land use regulations in the Land Development Code and revise where necessary to encourage the vertical and horizontal integration of a complementary mix of commercial, service and other nonresidential uses that address the needs of families and other household types living in downtown neighborhoods.

Policy FLU-1.11.4: Pursue the establishment of a downtown railroad "quiet zone" to facilitate downtown development.

Policy FLU-1.11.5: Continue to coordinate with the Downtown Improvement Board on parking enforcement and management to provide adequate parking for downtown patrons.

Policy FLU-1.11.6: Continue to waive off-street parking requirements in the HC-1 and HC-2 districts, for residential land uses in the dense business area, and for qualifying buildings in the South Palafox Business District and C-2A district to encourage downtown and urban core development.

Policy FLU-1.11.7: Continue to allow the off-site provision of parking through a shared parking agreement in qualifying zoning districts to promote downtown and urban core development.

Objective FLU-1.12.: Implement plans for redevelopment and renewal of blighted areas in Census Tracts 1 through 8, and particularly in the downtown urban core and inner-city Community Redevelopment Areas.

Policy FLU-1.12.1: Continue to undertake redevelopment projects and programs as outlined in the *Urban Core Community Redevelopment Plan* (2010 Update), the *Pensacola Waterfront Redevelopment Plan* (2000/Update 2010), the *Pensacola Historic District Master Plan*, (2004) and the *Belmont DeVilliers Land use Plan* (2004) and promote increased density.

Policy FLU-1.12.2: Continue to engage in redevelopment activities within the designated Urban Infill and Redevelopment Area in accordance with the *Urban Infill and Redevelopment Area Plan*.

Policy FLU-1.12.3: Implement redevelopment efforts as identified in the Westside Community Redevelopment Area Plan (2007).

Policy FLU-1.12.4: Encourage Brownfield and grayfield redevelopment and adaptive reuse within the urban core and inner-city development areas.

Policy FLU-1.12.5: Promote redevelopment of existing automobile-oriented corridors and the upgrading of existing commercial development to create vibrant, mixed-use boulevards that balance efficient movement of motor vehicles with the creation of attractive pedestrian-friendly districts that serve the adjoining neighborhoods as well as passing motorists pursuant to adopted redevelopment plans.

Policy FLU-1.12.6: Provide infrastructure improvements as part of a redevelopment program in the above mentioned areas in such a way that will not strain the economic resources of the City's existing and new residents.

Policy FLU-1.12.7: Provide for some economic incentives for development in the cited neighborhoods including the following:

- \* Establishing lower level of service standards for some facilities in developed neighborhoods so that costs of upgrading facilities will not be prohibitive; and
- \* Establishing lower or abolishing impact fee assessments in these neighborhoods if the use of impact fees are adopted in the Plan.

Objective FLU-1.13: Opportunity for dispute resolution in consideration of revisions to the Comprehensive Plan.

Policy FLU-1.13.1: Opportunity shall be afforded, pursuant to F.S. 163.3181 (4), for informal mediation or other alternative dispute resolution to a property owner who's request for an amendment to the Comprehensive Plan pertaining to his property is denied. The costs of the mediation or other alternative dispute resolution shall be borne equally by the local government and the property owner. If the owner requests mediation, the time for bringing a judicial action is tolled until the completion of the mediation or 120 days, whichever is earlier.

Policy FLU-1.13.2: Prior to an administrative hearing conducted pursuant to review of the comprehensive plan or plan amendment by the state land planning agency, opportunity to mediate or otherwise resolve the dispute of any affected person who intervenes as a party to that proceeding shall be afforded pursuant to F.S. 163.3184 (10)(c). The costs of the mediation or

other alternative dispute resolution shall be borne equally by all the parties to the proceeding.

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. The effective date of these plan amendments, if the amendments are not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that these amendments are in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that these amendments are not in compliance, these amendments shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining these adopted amendments to be in compliance. If a final order of noncompliance is issued by the Administration Commission, these amendments may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_

President of City Council

Attest:

City Clerk

PROPOSED ORDINANCE NO. <u>12-20</u>

ORDINANCE NO. \_\_\_\_

AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE APPROVING FOR ADOPTION, FOLLOWING THE REQUIRED STATUTORY REVIEW PROCESS BY THE STATE OF FLORIDA, AMENDMENTS TO THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA, FLORIDA, FUTURE LAND USE ELEMENT; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola adopted a Comprehensive Plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the City of Pensacola conducted a public hearing on February 13, 2020 to consider amendments to the Comprehensive Plan; and

WHEREAS, said amendments will affirmatively contribute to the health, safety and general welfare of the citizens of the City of Pensacola; and

WHEREAS, the City Council has followed all of the procedures set forth in Section 163.3184, Fla. Stat., and all other applicable provisions of law and local procedures with relation to amendments to the Comprehensive Plan; and

WHEREAS, proper public notice was provided and appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following amendments to the Comprehensive Plan of the City of Pensacola;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. The City of Pensacola City Council does hereby approve for adoption, after transmittal to the state land planning agency and the completion of the statutory process set forth in Section 163.3184, these amendments to the City's Comprehensive Plan.

### FUTURE LAND USE

GOAL FLU-1: Maximize the use of land both from an economic standpoint, and from the standpoint of minimizing threats to the health, safety and welfare of residents and to the continued well-being of the natural environment.

Objective FLU-1.1: Specify the desired development pattern through a land use category system that provides for the location, type, density and intensity of development and redevelopment based on natural conditions and dependent on the availability of services as shown on the Future Land Use Map and controlled through the adopted Land Development Code.

Policy FLU-1.1.1: All development orders and building permits for future development and redevelopment activities shall be issued only if public facilities necessary to meet adopted level of service standards are available concurrent with the impacts of the development.

Policy FLU-1.1.2: The City will amend its Land Development Code as needed to remain consistent with the requirements of Chapter 163.3202, Florida Statutes and Chapter 9J-5.022 and 9J-5.023, F.A.C. so that future growth and development will continue to be managed through the preparation, adoption, implementation and enforcement of land development regulations that are consistent with the Comprehensive Plan.

Policy FLU-1.1.3: The Land Development Code will be evaluated during the EAR-based amendment process to identify revisions that are needed to implement the goals, objectives and policies of the Comprehensive Plan. The Land Development Code includes:

- 1. Zoning District Regulations
- 2. Neighborhood Preservation Standards
- 3. Off-Street Parking
- 4. Signage
- 5. Tree/Landscape Regulations
- 6. Subdivisions
- 7. Control of Erosion, Sedimentation and Runoff
- 8. Flood Plain Management
- 9. Airport Zoning

Policy FLU-1.1.4: Each future land use category shall have a set of zoning districts that may be permitted within that future land use category, and zoning that is not consistent with the category shall not be approved. The zoning ordinances shall include a table which sets forth the different zoning districts which are permitted within each future land use category, and designations which are not consistent with the table shall not be approved.

Policy FLU-1.1.5: Future land use categories, including densities and intensities of use for each category, shall be established as follows:

Conservation District: The Conservation Land Use District is established to preserve open space as necessary for protecting water resources, preserving scenic areas, preserving historic sites, providing parklands and

wilderness reserves, conserving endemic vegetation, preventing flood damage and soil erosion. This future land use category shall apply to environmentally sensitive areas identified on the Future Land Use Map and protected from development pursuant to site plan review. The following generalized uses are permitted:

(a) Wildlife and vegetation conservation:

Wildlife refuge, nature trails and related facilities

- (b) Recreational facilities:
  - Passive recreation Bike trails Jogging trails
- (c) Other similar and compatible conservation and recreational uses: Boat moorings, fishing piers, drainage areas, etc.

Residential Districts: The Residential Land Use Districts are established for the purpose of providing and preserving areas of predominantly low, medium or high residential development. A variety of residential uses shall be allowed, based on zoning classification, at the following maximum densities:

- \* Low Density Residential 5 or fewer residential dwelling units per acre.
- \* Medium Density Residential 18 or fewer residential dwelling units per acre. Conditional use permits for the following land uses may be approved in the Medium Density Residential Land Use District based on site plan review and public notification procedures: Residential design manufactured homes, bed and breakfast, day care centers and accessory office units subject to intensity standards for the Office and Residential/Neighborhood Commercial Land Use Districts.
- \* High Density Residential 35 or fewer residential dwelling units per acre allowed pursuant to lot coverage, landscape area, parking and recreational area development requirements provided in the adopted Land Development Code. No building shall exceed a height of 150'. This height limitation shall not apply to buildings for which preliminary development plan approval was granted by the City Council on or before December 31, 1994.

Office District: The Office Land Use District is established for the purpose of providing for a mixture of residential and office uses, developed separately or within the same structure. When located in older, developed areas of the City, the district is intended to provide for residential or office infill development at a density, character and scale compatible with the surrounding area. In newer, vacant areas of the City, the district is also intended as a transition area between residential and commercial uses. Residential and office uses are allowed at the following maximum densities and intensities:

- \* Residential density not to exceed 35 dwelling units per acre.
- Office the maximum combined area occupied by all principal and accessory buildings on a lot shall be 30% for a one- to four-story building, 25% for a five- to seven-story building and 20% for any building over eight stories. No building shall exceed a height of 100<sup>1</sup>.

Residential/Neighborhood Commercial District: The Residential/ Neighborhood Commercial Land Use District is established for the purpose of providing for a mixture of residential, professional and certain types of neighborhood convenience-shopping-retail sales and service uses. Residential and office or commercial uses shall be allowed within the same structure. When located in older sections of the community in which by custom and tradition the intermixing of such uses has been found to be necessary and desirable, the districts intended to provide for infill development at a density, character and scale compatible with the surrounding area. When located in newer developing areas where it is necessary and desirable to create a transition zone between a residential and a commercial district, the district is intended to provide for mixed office, commercial and residential development. Residential, office and lowintensity commercial uses are allowed at the following maximum densities and intensities:

- \* Residential density not to exceed 35 dwelling units per acre.
- \* Office and Commercial the maximum combined area occupied by all principal and accessory buildings on a lot shall be 30% for a one- to four-story building, 25% for a five- to seven-story building and 20% for any building over eight stories. No building shall exceed a height of 100'.
- \* Commercial uses shall be restricted to a maximum floor area subject to regulations set forth in the adopted Land Development Code.

Commercial District: The Commercial Land Use District is established for the purpose of providing areas of commercial development ranging from compact shopping areas to limited industrial/high intensity commercial uses. Light industrial uses such as fabrication, assembly and warehousing are permitted. Conventional residential use is allowed as well as residential uses on upper floors above ground floor commercial or office uses and in other types of mixed-use development. Residential, office and commercial uses are allowed at the following maximum densities and intensities:

- \* Residential density not to exceed 35 dwelling units per acre outside the dense business area and density not to exceed 135 dwelling units per acre in the dense business area.
- \* Office and Commercial in the dense business area the maximum combined area occupied by all principal and accessory buildings shall be 100% of lot size (subject to compliance with parking provisions) up to a height of 100'. Developments of over 100' in height shall be required to reduce the lot coverage by 10%. No building shall exceed a height of 150'.
- \* Office and Commercial outside of the dense business area the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a height of 100'. Developments of over 100' in height shall be required to reduce the lot coverage by 10%. No building shall exceed a height of 150'.

Industrial District: The Industrial Land Use District is established for the purpose of providing areas for industrial development for community and regionally oriented service areas. The district is intended to facilitate the more intense, large-scale manufacturing, warehousing, distribution, wholesaling and other industrial functions of the City and the region. The uses in this district would typically be of a scale and intensity that are more likely to be capable of having an adverse effect (through sound, vibration, odor, etc) on adjacent properties if they are not of a compatible character (i.e. residential, office, and general commercial land uses). Office, commercial and a mixture of light industrial, heavy industrial and industrial park uses are allowed. , with maximum building coverage of 75% of lot size up to a maximum height of 100 feet.

Neighborhood District: The Neighborhood Land Use District is established to provide for land uses and aesthetic considerations which are distinctive and unique to neighborhoods defined by specific geographic boundaries on the Future Land Use Map.

A variety of residential, office and commercial uses will be allowed at the following maximum densities or intensities:

- \* Residential density not to exceed 35 dwelling units per acre.
- \* Office and Commercial the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a maximum height of 100'.

Historic and Preservation District: The Historic and Preservation Land Use District is established to preserve the development pattern and distinctive architectural character of these unique areas through the restoration of existing buildings and construction of compatible new buildings. These buildings and historic sites and their period architecture make the district unique and worthy of continuing preservation efforts. 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 districts. The district is an established business area, residential neighborhood and tourist attraction, containing historic sites and museums, a variety of specialty retail shops, restaurants, small offices, and residences.

A variety of residential, office and commercial uses will be allowed at the following maximum densities or intensities:

- \* Residential density not to exceed 35 dwelling units per acre in the Pensacola (Seville) Historic District, the North Hill Preservation District and the Old East Hill Preservation District and density not to exceed 135 dwelling units per acre in the Palafox Historic Business District.
- \* Office and Commercial in the Pensacola (Seville) Historic District, the North Hill Preservation District and the Old East Hill Preservation District - buildings shall not exceed a maximum height of 45'. Lot coverage shall be regulated by use of front, side and rear yard requirements pursuant to regulations in the Land Development Code and based on existing development.
- \* Office and Commercial in the Palafox Historic Business District - the maximum combined area occupied by all principal and accessory buildings shall be 100% of lot size (subject to compliance with parking provisions) up to a height of 100'. Developments of over 100' in height shall be required to reduce the lot coverage by 10%. No building shall exceed a height of 150'.

Redevelopment District: The Redevelopment Land Use District is established to promote the orderly redevelopment of the southern gateway to the City and portions of the Pensacola Bay waterfront area in order to enhance visual appearance, preserve unique shoreline vistas, provide public shoreline access, preserve or provide working waterfront activities, improve traffic safety and encourage a high quality of site planning. Site specific analysis of each development proposal within the district is intended to ensure that the scenic orientation and open space image of the shoreline is maintained, that the development characteristics are upgraded and the boundary of the adjacent special districts are positively reinforced.

A variety of residential, office and commercial uses will be allowed at the following densities or intensities:

- \* Residential density not to exceed 100 dwelling units per acre in the Gateway Redevelopment District and 60 dwelling units per acre in the Waterfront Redevelopment District.
- \* Office and Commercial in the Gateway Redevelopment District - the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a maximum height of 100'.
- \* Office and Commercial in the Waterfront Redevelopment District - the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a maximum height of 60'.

Business District: The Business Land Use District is established to promote the compatible redevelopment of the City's historic downtown waterfront by encouraging high quality site planning and architectural design which is compatible with both the historic character of the existing structures and the waterfront activities.

- \* Residential density not to exceed 108 dwelling units per acre in the South Palafox Business District.
- \* Office and Commercial in the South Palafox Business District the maximum combined area occupied by all principal and accessory buildings shall be 100% of lot size up to a maximum height of 80'.

Airport District: The Airport Land Use District is established to regulate land owned by the Pensacola Regional Airport or immediately adjacent to the airport which is considered sensitive due to its relationship to the runways and its location within noise zones. Land owned by the City allows only open space, recreational or commercial and industrial uses customarily related to airport operations. Low density residential and a variety of office and commercial uses will be allowed on privately owned land, based on the zoning classification and subject to the requirements of Chapter 333 of the Florida Statutes, at the following maximum densities:

- \* Residential density not to exceed 5 dwelling units per acre.
- \* Office and Commercial the maximum combined area occupied by all principal and accessory buildings shall be 50%. No building shall exceed a height of 45', subject to airport height limitations.

Interstate Corridor District: The Interstate Corridor Land Use District is established to provide for non-highway land uses both below and adjoining the Interstate I-110 corridor on land owned by the Florida Department of Transportation and leased by the City of Pensacola as shown in the Site Development Plan in the DOT *Corridor Location, Design and Multiple Use Report: Interstate 110, Pensacola, Escambia County, Florida, 1972.* The following land uses are allowed at the land use mix composition shown below, with site plan review and City Council approval:

- \* Residential density not to exceed 35 dwelling units per acre up to a maximum 3% of the developable land.
- \* Service, tourist and community commercial and light industrial uses up to a maximum 25% of developable land.
- \* Recreation and open space facilities, and community centers owned and operated by the City up to a maximum 35% of developable land.
- \* Public utilities, City government buildings and facilities and public transportation facilities up to a maximum 37% of developable land.

The maximum combined area occupied by all principal and accessory buildings shall be 50%. No building shall exceed a height of 45', Buildings subject to DOT height limitations.

Policy FLU-1.1.6: The following uses shall be allowed in all future land use districts, except for Conservation and Interstate Corridor, subject to regulations set forth in the adopted Land Development Code, and Chapter 333 of the Florida Statutes: Community residential homes, schools with curriculum the same as public schools, libraries, churches, home occupations and accessory structures incidental to any permitted use. Parks and playgrounds and utility structures shall be allowed in every district.

Policy FLU-1.1.7: Adaptive reuse of vacant public, semipublic, institutional or historically significant structures within the Medium and High Density Residential Land Use Districts and the Residential Neighborhood Commercial Land Use District shall be allowed subject to issuance of a conditional use permit.

Applicants for a conditional use permit must submit development plans, undergo site review process through the Planning Board, provide for public notification of property owners within an established radius and obtain approval from the City Council. To ensure the compatibility of the conditional use development with the surrounding residential neighborhood the City Council may prescribe appropriate conditions and safeguards as follows:

- \* Limit or otherwise designate the following: the manner in which the use is conducted; the height, size or location of a building or other structure; the number, size, location, height or lighting of signs; the location and intensity of outdoor lighting or require its shielding.
- \* Establish special or more stringent buffer, yard or other open space requirements.
- \* Designate the size, number, location or nature of vehicle access points.
- \* Require berming, screening, landscaping or similar methods to protect adjacent or nearby property and designate standards for installation or maintenance of the facility.
- \* Designate the size, height, location or materials for a fence or wall.

Objective FLU-1.2: Existing nonconforming land uses which are incompatible or inconsistent with the Future Land Use Plan will not be allowed to expand, to be enlarged, or to be rebuilt or reopened if destroyed, pursuant to provisions adopted in the Land Development Code and consistent with the requirements of Chapter 163, F.S.

Policy FLU-1.2.1: Expansion or replacement of land uses, which are incompatible with the Future Land Use Plan, shall be prohibited. Existing nonconforming uses will be permitted as provided in the City's Land Development Code.

Policy FLU-1.2.2: Land uses which are potentially incompatible due to type of use and/or intensity of use, shall be buffered from one another through the use of physical and/or natural vegetative barriers within required yards established in the adopted Land Development Code.

Objective FLU-1.3: The City shall protect its natural resources and its historic, architectural and archaeological resources in accordance with the City's Land Development Code.

Policy FLU-1.3.1: Continue to protect natural open space areas within the City as designated in the Recreation and Open Space Element.

Policy FLU-1.3.2: Public access to the waterfront shall be maintained or improved by the City (i.e., boat ramps, street rights-of-way). Private property rights will be protected in providing public access to the waterfront.

Policy FLU-1.3.3: Wetlands and other natural vegetative and wildlife habitats identified, as Conservation Districts on the City's Future Land Use Map will be protected from development through provisions in the Land Development Code.

Policy FLU-1.3.4: Regulate the location of hazardous waste disposal, storage and treatment facilities within the City through enforcement of land development regulations.

Policy FLU-1.3.5: The City shall coordinate with West Florida Historic Preservation, Inc. by providing technical assistance in its efforts to identify, designate and preserve historic architectural resources and shall continue to enforce the regulations in the adopted Historic District zoning ordinance.

Policy FLU-1.3.6: The City shall abide by the guidelines of its archaeological resolution whenever development is planned for City-owned property.

Policy FLU-1.3.7: The City shall utilize maps contained in the *Wellhead Protection Area Delineation In Southern Escambia County, Florida, Water Resources Special Report 97-4, December 1997*, prepared by the Northwest Florida Water Management District, as may be amended, and included by reference, to identify wellhead protection areas around existing water wells and shall continue to cooperate with the Escambia County Utilities Authority in reviewing land use regulations within these areas.

Policy FLU-1.3.8: Land uses delineated by the Future Land Use element shall be permitted based on the availability of water supplies in addition to the availability of public water facilities consistent with the requirements of Chapter 163, F.S.

Objective FLU-1.4: All development and redevelopment in the Coastal High Hazard Area shall be consistent with the Coastal Management Element and shall be coordinated with appropriate regional hurricane evacuation plans.

Policy FLU-1.4.1: For City-funded developments, water-dependent and water-related activities shall be given a higher priority for permit approval.

Policy FLU-1.4.2: Public access to the waterfront shall be encouraged in all developments utilizing City funds except for industrial developments.

Policy FLU-1.4.3: Future residential land use developments in the CHHA shall be limited to the following densities by location:

- \* Low density along Escambia Bay north of Hyde Park Road and south of Gadsden Street, and along both shores of Bayou Texar.
- \* Medium density along Pensacola Bay (except for the Historic District), and along Bayou Chico.
- \* High density Historic District.

Policy FLU-1.4.4: Future residential land use developments in the dense business area constructed in the CHHA shall be limited to medium density (18 or fewer residential dwelling units per acre). Allowable density above the medium density limit established by future land use category may be transferred to portions of the development site outside the CHHA.

Objective FLU-1.5: The City shall coordinate with other local governments and agencies to reduce or minimize adverse impacts in the region due to development in the City.

Policy FLU-1.5.1: The City shall develop procedures for review of requests for development orders which might affect or be affected by another government or agency and coordinate appropriately.

Policy FLU-1.5.2: The City shall review and contribute to any updates of the Comprehensive Plans in surrounding jurisdictions and other policy plans that would affect implementation of local resource protection goals.

Objective FLU-1.6: Ensure that suitable land is available for utilities necessary to support proposed developments through enforcement of subdivision ordinances which require the provision of adequate land for utilities infrastructure.

Policy FLU-1.6.1: Pursue an interlocal agreement and an informal coordination mechanism, to the extent possible, with Emerald Coast Utilities Authority and other utilities providers in locating public facilities and utilities to maximize the efficiency of services provided, to minimize their cost and to minimize their impacts on the natural environment.

Objective FLU-1.7: Facilitate efficient and reliable delivery of electric service.

Policy FLU-1.7.1: New electric distribution substations shall be a permitted use in all land use categories and zoning districts within the City except those designated as preservation, conservation, or historic preservation on the future land use map or duly adopted ordinance pursuant to F.S. 163.3208.

Policy FLU-1.7.2: Standards for set-backs, landscaping, buffering, screening, and other aesthetic compatibility-based standards shall apply to new distribution electric substations pursuant to F.S. 163.3208 to achieve compatibility with adjacent and surrounding land uses to the maximum extent practicable.

Policy FLU-1.7.3: The City shall grant or deny a properly completed application for a permit to locate a new distribution electric substation within a residential land use category or zoning district pursuant to the requirements of F.S. 163.3208.

Objective FLU-1.8: Provide for effective land development opportunities while allowing for innovative solutions through the Land Development Code.

Policy FLU-1.8.1: The land development regulations shall be modified and/or expanded to reflect the goals, objectives and policies of all the Comprehensive Plan elements.

Policy FLU-1.8.2: Land development regulations shall allow flexibility, within some zoning districts to provide for affordable housing and other redevelopment opportunities.

Policy FLU-1.8.3: Land development regulations shall include standards for residential density bonuses and density transfers above the limit otherwise established by future land use category in exchange for the construction of affordable housing and as an incentive to achieve superior building and site design, preserve environmentally sensitive lands and open space, and provide public benefit uses including access to the waterfront.

- Density bonuses for superior building and site design, preservation of environmentally sensitive lands and open space, and provision of public benefit uses shall not exceed 10% of the limit otherwise established by land use category and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- Density bonuses for superior building and site design, preservation of environmentally sensitive lands and open space, and provision of public benefit uses shall be based upon clear and convincing evidence that the proposed design will result in a superior product that is compatible with the surrounding land uses and produces a more desirable product than the same development without the bonus.
- Density bonuses for the provision of affordable housing shall not exceed 25% of the limit otherwise established by land use category and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district,

residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.

- Density bonuses for the provision of affordable housing shall be based upon ratios of the amount of affordable housing to market rate housing within a proposed residential development and shall include mechanisms to assure that the units remain affordable for a reasonable timeframe such as resale and rental restrictions and rights of first refusal.
- The maximum combined density bonus for superior building and site design, preservation of environmentally sensitive lands and open space, provision of public benefit uses and affordable housing provided to any single development shall not exceed 35% of the limit otherwise established by land use category.
- Density transfers shall be a direct transfer of unutilized density from a donor site to a receiving site, subject to the City's land development and density transfer regulations.
- All density bonuses and density transfers shall be approved by the City Planning Board.

Objective FLU-1.9: Direct development in the City to areas where infrastructure exists to reduce development outside of the City limits which would cause further urban sprawl.

Policy FLU-1.9.1: Promote infill development of vacant and underutilized parcels within City limits through use of appropriate land development regulations, and provision of effective urban services.

Policy FLU-1.9.2: Encourage mixed-use development as a means to increase density in the designated urban core and inner-city redevelopment areas of the City in accordance with adopted redevelopment area plans through EAR-based amendments of the Comprehensive Plan and revisions of the Land Development Code.

Policy FLU-1.9.3: Support increased density in proximity to existing and proposed urban elementary schools, and seek to use such schools as neighborhood focal points by collocating public facilities such as parks and community centers with schools to the extent possible.

Policy FLU-1.9.4: Continue to encourage mixed use development through the use of innovative land development techniques such as planned unit developments, cluster housing, mixed-uses on individual parcels and other approaches as provided in the land development code.

Policy FLU-1.9.5: Promote innovative arrangements of development types and promote a complimentary mix of residential/commercial/recreation uses along primary vehicular corridors of neighborhoods so as to minimize the impacts of new development on existing resources and facilities by allowing a variety of uses in close proximity to one another.

Policy FLU-1.9.6: Allow development of a mixture of residential, commercial and office land uses in the mixed residential/office/commercial zoning districts along primary vehicular corridors of the Urban Core and inner-city Community Redevelopment Areas, through review and revision of the Land Development Code.

Objective FLU-1.10: Increase and enhance Traditional Neighborhoods

Policy FLU-1.10.1: Identify and revise incompatible zoning designations and approved land uses to ensure suitable development in support of existing traditional neighborhoods and a cohesive urban fabric.

Policy FLU-1.10.2: Encourage new Neo-Traditional Neighborhood Development and compatibly designed infill within the urban core and innercity redevelopment areas through review, and revision where necessary, of the land use regulations in the Land Development Code.

Policy FLU-1.10.3: Explore Neighborhood Conservation Overlay Districts to ensure compatible infill development in existing traditional neighborhoods.

Policy FLU-1.10.4: Explore the use of State and Federal redevelopment programs to encourage Neo-Traditional Neighborhood Developments that include a mix of uses and provide housing for a range of incomes.

Objective FLU 1.11: Promote development in the downtown urban core areas of the City.

Policy FLU-1.11.1: Promote through the redevelopment process, the introduction of mixed-use development to enhance retail viability, establish truly pedestrian-oriented shopping districts, create more attractive buildings and public spaces, support transit viability, and reduce vehicle trips.

Policy FLU-1.11.2: Review land use regulations in the Land Development Code and revise where necessary to support walkability and pedestrian activity, arts, and entertainment uses in the City's downtown.

Policy FLU-1.11.3: Review land use regulations in the Land Development Code and revise where necessary to encourage the vertical and horizontal integration of a complementary mix of commercial, service and other nonresidential uses that address the needs of families and other household types living in downtown neighborhoods.

Policy FLU-1.11.4: Pursue the establishment of a downtown railroad "quiet zone" to facilitate downtown development.

Policy FLU-1.11.5: Continue to coordinate with the Downtown Improvement Board on parking enforcement and management to provide adequate parking for downtown patrons.

Policy FLU-1.11.6: Continue to waive off-street parking requirements in the HC-1 and HC-2 districts, for residential land uses in the dense business area, and for qualifying buildings in the South Palafox Business District and C-2A district to encourage downtown and urban core development.

Policy FLU-1.11.7: Continue to allow the off-site provision of parking through a shared parking agreement in qualifying zoning districts to promote downtown and urban core development.

Objective FLU-1.12.: Implement plans for redevelopment and renewal of blighted areas in Census Tracts 1 through 8, and particularly in the downtown urban core and inner-city Community Redevelopment Areas.

Policy FLU-1.12.1: Continue to undertake redevelopment projects and programs as outlined in the *Urban Core Community Redevelopment Plan* (2010 Update), the *Pensacola Waterfront Redevelopment Plan* (2000/Update 2010), the *Pensacola Historic District Master Plan*, (2004) and the *Belmont DeVilliers Land use Plan* (2004) and promote increased density.

Policy FLU-1.12.2: Continue to engage in redevelopment activities within the designated Urban Infill and Redevelopment Area in accordance with the *Urban Infill and Redevelopment Area Plan*.

Policy FLU-1.12.3: Implement redevelopment efforts as identified in the *Westside Community Redevelopment Area Plan* (2007).

Policy FLU-1.12.4: Encourage Brownfield and grayfield redevelopment and adaptive reuse within the urban core and inner-city development areas.

Policy FLU-1.12.5: Promote redevelopment of existing automobile-oriented corridors and the upgrading of existing commercial development to create vibrant, mixed-use boulevards that balance efficient movement of motor vehicles with the creation of attractive pedestrian-friendly districts that serve the adjoining neighborhoods as well as passing motorists pursuant to adopted redevelopment plans.

Policy FLU-1.12.6: Provide infrastructure improvements as part of a redevelopment program in the above mentioned areas in such a way that will not strain the economic resources of the City's existing and new residents.

Policy FLU-1.12.7: Provide for some economic incentives for development in the cited neighborhoods including the following:

- \* Establishing lower level of service standards for some facilities in developed neighborhoods so that costs of upgrading facilities will not be prohibitive; and
- \* Establishing lower or abolishing impact fee assessments in these neighborhoods if the use of impact fees are adopted in the Plan.

Objective FLU-1.13: Opportunity for dispute resolution in consideration of revisions to the Comprehensive Plan.

Policy FLU-1.13.1: Opportunity shall be afforded, pursuant to F.S. 163.3181 (4), for informal mediation or other alternative dispute resolution to a property owner who's request for an amendment to the Comprehensive Plan pertaining to his property is denied. The costs of the mediation or other alternative dispute resolution shall be borne equally by the local government and the property owner. If the owner requests mediation, the time for bringing a judicial action is tolled until the completion of the mediation or 120 days, whichever is earlier.

Policy FLU-1.13.2: Prior to an administrative hearing conducted pursuant to review of the comprehensive plan or plan amendment by the state land planning agency, opportunity to mediate or otherwise resolve the dispute of any affected person who intervenes as a party to that proceeding shall be afforded pursuant to F.S. 163.3184 (10)(c). The costs of the mediation or other alternative dispute resolution shall be borne equally by all the parties to the proceeding.

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. The effective date of these plan amendments, if the amendments are not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that these amendments are in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that these amendments are not in compliance, these amendments shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining these adopted amendments to be in compliance. If a final order of noncompliance is issued by the Administration Commission, these amendments may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

Adopted: \_\_\_\_\_

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

Attest:

City Clerk



# MINUTES OF THE PLANNING BOARD January 14, 2020

MEMBERS PRESENT:	Chairperson Paul Ritz, Vice Chairperson Kurt Larson, Board
	Member Grundhoefer, Board Member Murphy, Board Member Powell, Board Member Sampson
	•

- MEMBERS ABSENT: Board Member Wiggins
- **STAFF PRESENT:** Assistant Planning Director Cannon, Planning Director Morris, Assistant City Attorney Lindsay, Senior Planner Statler, Transportation Planner-Complete Streets Ziarnek, Neighborhoods Administrator Powell, Network Engineer Johnston, Digital Media Coordinator Rose, Intern Mendillo
- OTHERS PRESENT: Will Dunaway, Fred Gunther, Andrew Rothfeder, Diane Mack

## AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from December 10, 2019.
- New Business:
  - 1. Consider Amendments to the City's Comprehensive Plan
  - 2. Discussion on the Proposed Amendment to the Tree Ordinance

## •

# Call to Order / Quorum Present

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

# Approval of Meeting Minutes

Board Member Grundhoefer made a motion to approve the December 10, 2019 minutes, seconded by Board Member Powell, and it carried unanimously.

City of Pensacola Planning Board Minutes for January 14, 2020 Page 2

#### New Business

#### Consider Amendments to the City's Comprehensive Plan

Assistant Planning Director Cannon advised the City could amend the Comp Plan twice a year. Staff had spoken with the Florida Department of Economic Opportunity (DEO), and this was one of the first calendar amendments for this year to remove a certain level of specificity that is currently in the Comp Plan. She explained the Comp Plan should be a thin document, and since there was some duplication between the Comp Plan and the LDC, this would remove some of the confusion with that information in both places. Both documents explain how land is to be used and developed over time, with the Comp Plan being more about the future and long-term and the Land Development Code explains what is allowed in the present.

Chairperson Ritz explained the Future Land Use (FLU) was a master plan, looking at the broad picture across the city, whereas the LDC, specifically chapter 12, deals with all the specifics and techniques for changes. He noted some of the changes involved building heights, and the LDC had some of the same language. Removing the language from the Comp Plan, where it does not need to be, actually helps the Board in dealing with regular agenda items. Staff indicated today's consideration was for the strike-through language which was already in the LDC and was the tool used by the Board. Board Member Murphy questioned the items which were not a strike-through (numbers of dwelling units), and staff explained those would remain.

Mr. Gunther indicated this was not a criticism of the staff, the Mayor or Studer Properties, or the Maritime Park development, but he thought everyone should play by the same rules. Chairperson Ritz asked that the Maritime Park discussion be removed and to focus on the FLU map. Mr. Gunther indicated these changes made the WRD-1 changes comply with the Comp Plan, and if they had requested a variance, the Board would not have granted it; this effort really made them compliant. He felt this was not the proper way to accomplish this especially when only two changes were allowed per year. He explained the changes were not intended to grant exemptions for developers. He pointed out this Board's mandate was to ensure that the LDC was compliant with the Comp Plan. Chairperson Ritz noted that since Mr. Gunther's petition had gone to the State, he would have to let the legal process take its course. Staff confirmed that the WRD-1 zoning designation had been approved by Council.

Ms. Mack addressed residential districts on page 1-2 regarding building height limitation and was not opposed to the strike-through but asked that the Board consider adding language regarding scale within residential districts. She agreed there was a value to higher density buildings, but you do not want a 20-story building immediately adjacent to a one-story single family residence; she wanted to see some policy statement that building height for high density residential should not be excessively incompatible with adjacent shorter buildings. Chairperson Ritz explained there were places in Pensacola where single family structures were already built into commercial areas; he pointed out that he lives in a portion of East Hill which is zoned C-1. Ms. Mack advised she hoped there could be a discussion on incongruity.

Mr. Gunther explained the LDC was changed when it wasn't consistent with the Comp Plan, and it appeared to be done for one developer. Assistant Planning Director Cannon advised that the building height was changed along with other changes when the CRA Overlay was passed, and this was not just because of the WRD-1. Staff had made notes on items that would eventually need to be addressed when the time was right.

Mr. Rothfeder of Studer Properties stated they had completely followed the process and

procedures, and the research had been performed for a City-owned property. A private developer (Studer) has an option on that land which would expire in about 60 days, and they had no desire in investing or developing those parcels. They had hired DPZ and Jeff Speck to give their opinions for a mixed use property, and developers were not interested in investing without regulations in place to create predictability in the development. He pointed out exceptions were made when the CRA Overlay was developed, and one property owner had asked that his parcel be carved out.

Mr. Dunaway wanted to point out again that the Comp Plan revisions affected more districts than the WRD-1. The EAR report for the Comp Plan adjustment went through in 2019, and Council at that point had not made a determination on what they wanted to do with this parcel. The DEO had been informed and had no issues with the changes. He pointed out that the Comp Plan was the guiding principles. Council had put forth plans, and we were now getting caught up in the process. He emphasized these changes affected all districts. Chairperson Ritz stressed the Comp Plan was a far broader document and was city-wide. Board Member Grundhoefer indicated this was not superseding or eliminating the LDC which has its own restrictions. Staff also explained there were special districts which involved the Planning and Architectural Review Board as an extra layer for evaluation.

Mr. Gunther stated he had no problem with the way the Studer Properties proceeded but had a problem with how the City proceeded in changing the LDC; he felt it was not consistent with the Comp Plan. Chairperson Ritz advised he would let the petition under legal review take its course, but felt the changes were a broader application for city-wide changes and was in favor of this change. **Board Member Powell made a motion to approve, seconded by Board Member Sampson, and the motion carried unanimously.** 

### Discussion on the Proposed Amendment to the Tree Ordinance

Chairperson Ritz advised this was a discussion item with no vote at this meeting. Board Member Murphy removed herself from the Board discussion and approached the podium to give an update. She explained she would be going to Gainesville and would be in contact with several university professors, an arborist and others involved in the tree program for Gainesville. She would be working on getting these people to Pensacola for one week to participate in the workshops. She indicated because of the way the Planning Board workshops were set up, she did not feel this would give the best opportunity for public involvement. She distributed an updated tree list from Gainesville containing the non-native species.

Chairperson Ritz was curious on how to invite stakeholders to the workshops. Board Member Murphy explained having personnel from Gainesville would create excitement, and her organization would help facilitate this as an outside workshop and get a variety of information to bring back to the Board to create one document. Chairperson Ritz suggested giving a presentation to the Board under the discussion position with notification to the public; the public and the Board would be able to ask questions in this setting. Board Member Murphy felt the public was intimidated by the Board's setup versus being able to casually discuss the item in a workshop. Chairperson Ritz advised the Board would not be able to participate since that would be a future agenda item coming before the Board. Assistant Planning Director Cannon explained the presentation to the Board would take place at the culmination of the charrettes/workshops; the Board would then be making a recommendation to Council. She recommended staying with the regularly scheduled

City of Pensacola Planning Board Minutes for January 14, 2020 Page 4

Board meetings for the best public turnout. Chairperson Ritz stated from his experience, late afternoon meetings were more heavily attended. Staff recommended getting on the existing stakeholders' regularly scheduled meetings. Board Member Grundhoefer indicated DPZ had summarized the results from their charrettes and brought the presentation to the Board. Assistant City Attorney Lindsay advised Board members could attend the charrettes at the same time but could not speak to one another about the item. Board Member Murphy stated she would have more information at the next Board meeting to identify who was coming and how the charrettes were coming together.

Ms. Mack felt we were going to have a nice bit of education about this issue. She offered the Board a flyer indicating the Studer Group was bringing in a national caliber expert on tree ordinances and green infrastructure. This CivicCon presentation was tentatively scheduled for February 10 but could be changed to March. The private workshop the day after would be from 4 to 6 p.m.

Mr. Dunaway, Chairman of CivicCon, wanted to make sure it was understood that CivicCon was brought to the community by the Studer Group and the Pensacola News Journal, and they encouraged everyone to participate.

## Open Forum - None

<u>Adjournment</u> – With no further business, Chairperson Ritz adjourned the meeting at 3:00 pm.

Respectfully Submitted,

Assistant Planning Director Cynthia Cannon Secretary to the Board



Memorandum

File #: 20-00334

City Council

7/16/2020

#### **LEGISLATIVE ACTION ITEM**

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

SUBJECT:

PUBLIC HEARING - ADOPTION OF AMENDMENTS TO THE COMPREHENSIVE PLAN AND ADOPTION OF THE CURRENT FUTURE LAND USE MAP

#### **RECOMMENDATION:**

That City Council conduct a public hearing on July 16, 2020, to consider the adoption of Amendments to the Comprehensive Plan and adopt the Current Future Land Use Map as an exhibit to the Comprehensive Plan.

#### HEARING REQUIRED: Public

#### SUMMARY:

As provided in Florida Statutes Chapter 163, Section 1391, Florida Statutes, the City of Pensacola previously transmitted to the Florida Department of Economic Opportunity (DEO) proposed Evaluation and Appraisal-based amendments to the City's Comprehensive Plan for review and comment.

All local governments within the state of Florida are required to participate in a state coordinated review for a Comprehensive Plan Update. The proposed amendments within this update reflect changes in state requirements and local conditions. Attached, you will find all changes submitted by the various subject matter experts in strike-through and underline format.

DEO identified two objections, one related to Peril of Flood, and one related to the Future Land Use Element, and provided recommendations as to how to address them. As a result, revisions were made to the Future Land Use Element language establishing the ability for the City to allow density transfers. Based on DEO's review and recommendation, additional language was included that will serve to create "meaningful and predictable standards" for the content of future land development regulations pertaining to density transfers.

An additional amendment will be brought forward creating goals, objectives, and policies pertaining to "Peril of Flood," which will address an additional DEO recommendation and achieve compliance with Section 163.3178(2)(f), Florida Statutes, adopted in 2015. Staff is currently coordinating the development of the proposed language through a FDEP Resiliency Grant.

This Public Hearing is to consider adopting the proposed Comprehensive Plan amendment, asamended per our response to the Department of Economic Opportunity's review.

All applicable City Departments have reviewed their relevant Comprehensive Plan areas and made recommended changes as needed. The appropriate staff will be available to answer questions specific to those individual recommendations.

The Planning Board unanimously recommended approval of the proposed amendments at the regular meetings in April and July of 2019.

#### **PRIOR ACTION:**

December 16, 2010 - City Council approved Evaluation and Appraisal Report (E.A.R.) - Based Amendments to the Comprehensive Plan and Future Land Use Map

July 21, 2011 - City Council adopted the current Comprehensive Plan and Future Land Use Map

September 26, 2019, and October 10, 2019 - City Council conducted public hearings to approve the transmittal of the proposed amendment package to DEO for review.

#### FUNDING:

N/A

#### FINANCIAL IMPACT:

None

#### **CITY ATTORNEY REVIEW:** Yes

6/23/2020

#### STAFF CONTACT:

Keith Wilkins, City Administrator Kerrith Fiddler, Deputy City Administrator - Community Development Sherry H. Morris, AICP, Planning Services Director

#### ATTACHMENTS:

- 1) Proposed Ordinance No. 35-20
- 2) Exhibit A Proposed Comprehensive Plan
- 3) Exhibit B Current Future Land Use Map
- 4) 2011 Comprehensive Plan for the City of Pensacola
- 5) April 9, 2019 Planning Board Minutes
- 6) July 9, 2019 Planning Board Minutes

# **PRESENTATION:** Yes

PROPOSED ORDINANCE NO. <u>35-20</u>

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

AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE ADOPTING AMENDMENTS TO THE COMPREHENSIVE PLAN AND ADOPTING THE CURRENT FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola adopted a Comprehensive Plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the City of Pensacola conducted a public hearing on July 16, 2020 to consider amendments to the Comprehensive Plan and adopt the current Future Land Use Map of the City of Pensacola; and

WHEREAS, said amendment will affirmatively contribute to the health, safety and general welfare of the citizens of the City of Pensacola; and

WHEREAS, the City Council has followed all of the procedures set forth in SS163.3184 and 163.3187, Fla. Stat., and all other applicable provisions of law and local procedures with relation to amendment to Comprehensive Plan and the Future Land Use Map of the Comprehensive Plan; and

WHEREAS, proper public notice was provided and appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following amendment to the Comprehensive Plan and Future Land Use Map of the City of Pensacola; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. The City of Pensacola City Council does hereby adopt these Amendments to the City's Comprehensive Plan and adopts the Current Future Land Use Map, attached here as Exhibit A and Exhibit B respectively and incorporated in full by reference.

SECTION 2. The City Council shall by subsequently adopted ordinance change the zoning classification and zoning map to a permissible zoning classification, as determined by the discretion of the City Council, which is consistent with the future land use classification adopted by this ordinance. Pending the adoption of such a rezoning

ordinance, no development of the subject property shall be permitted which is inconsistent with the future land use classification adopted by this ordinance.

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

SECTION 4. The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

Passed:

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

Attest:

City Clerk Legal in form and valid if enacted:

City Attorney

City of Pensacola

# **COMPREHENSIVE PLAN VOLUME I** Goals, Objectives, and Policies



# Pensacola, Florida Community Development Department

2019

## CITY OF PENSACOLA COMPREHENSIVE PLAN

#### VOLUME I GOALS, OBJECTIVES, AND POLICIES

### PENSACOLA, FLORIDA COMMUNITY DEVELOPMENT DEPARTMENT

2019

VOLUME II - DATA AND ANALYSIS TO THE COMPREHENSIVE PLAN SERVES AS SUPPORTING DOCUMENTATION TO THIS SECTION

# CITY OF PENSACOLA COMPREHENSIVE PLAN

# **VOLUME I GOALS, OBJECTIVES, AND POLICIES**

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10	HISTORIC PRESERVATION
11	PUBLIC SCHOOLS AND FACILITIES

#### **CHAPTER 1**

#### **FUTURE LAND USE**

GOAL FLU-1: Maximize the use of land both from an economic standpoint, and from the standpoint of minimizing threats to the health, safety and welfare of residents and to the continued well-being of the natural environment.

Objective FLU-1.1: Specify the desired development pattern through a land use category system that provides for the location, type, density and intensity of development and redevelopment based on natural conditions and dependent on the availability of services as shown on the Future Land Use Map and controlled through the adopted Land Development Code.

Policy FLU-1.1.1: All development orders and building permits for future development and redevelopment activities shall be issued only if public facilities necessary to meet adopted level of service standards are available concurrent with the impacts of the development.

Policy FLU-1.1.2: The City will amend its Land Development Code as needed to remain consistent with the requirements of Chapter 163.3202, Florida Statutes and Chapter 9J-5.022 and 9J-5.023, F.A.C. so that future growth and development will continue to be managed through the preparation, adoption, implementation and enforcement of land development regulations that are consistent with the Comprehensive Plan.

Policy FLU-1.1.3: The Land Development Code will be evaluated during the EAR-based amendment process to identify revisions that are needed to implement the goals, objectives and policies of the Comprehensive Plan. The Land Development Code includes:

- 1. Zoning District Regulations
- 2. Neighborhood Preservation Standards
- 3. Off-Street Parking
- 4. Signage
- 5. Tree/Landscape Regulations
- 6. Subdivisions
- 7. Control of Erosion, Sedimentation and Runoff
- 8. Flood Plain Management
- 9. Airport Zoning

Policy FLU-1.1.4: Each future land use category shall have a set of zoning districts that may be permitted within that future land use category, and zoning that is not consistent with the category shall not be approved. The zoning ordinances shall include a table which sets forth the different zoning districts

which are permitted within each future land use category, and designations which are not consistent with the table shall not be approved.

Policy FLU-1.1.5: Future land use categories, including densities and intensities of use for each category, shall be established as follows:

Conservation District: The Conservation Land Use District is established to preserve open space as necessary for protecting water resources, preserving scenic areas, preserving historic sites, providing parklands and wilderness reserves, conserving endemic vegetation, preventing flood damage and soil erosion. This future land use category shall apply to environmentally sensitive areas identified on the Future Land Use Map and protected from development pursuant to site plan review. The following generalized uses are permitted:

(a) Wildlife and vegetation conservation:

Wildlife refuge, nature trails and related facilities

(b) Recreational facilities:

Passive recreation Bike trails Jogging trails

(c) Other similar and compatible conservation and recreational uses: Boat moorings, fishing piers, drainage areas, etc.

Residential Districts: The Residential Land Use Districts are established for the purpose of providing and preserving areas of predominantly low, medium or high residential development. A variety of residential uses shall be allowed, based on zoning classification, at the following maximum densities:

- \* Low Density Residential 5 or fewer residential dwelling units per acre.
- \* Medium Density Residential 18 or fewer residential dwelling units per acre. Conditional use permits for the following land uses may be approved in the Medium Density Residential Land Use District based on site plan review and public notification procedures: Residential design manufactured homes, bed and breakfast, day care centers and accessory office units subject to intensity standards for the Office and Residential/Neighborhood Commercial Land Use Districts.
- \* High Density Residential 35 or fewer residential dwelling units per acre allowed pursuant to lot coverage, landscape area, parking and recreational area development requirements provided in the adopted Land Development Code. No building shall exceed a height of 150'. This height limitation shall not apply to buildings for which preliminary development plan approval was granted by the City Council on or before December 31, 1994.

Office District: The Office Land Use District is established for the purpose of providing for a mixture of residential and office uses, developed separately or within the same structure. When located in older, developed areas of the City, the district is intended to provide for residential or office infill development at a density, character and scale compatible with the surrounding area. In newer, vacant areas of the City, the district is also intended as a transition area between residential and commercial uses. Residential and office uses are allowed at the following maximum densities and intensities:

- \* Residential density not to exceed 35 dwelling units per acre.
- \* Office the maximum combined area occupied by all principal and accessory buildings on a lot shall be 30% for a one- to four-story building, 25% for a five- to seven-story building and 20% for any building over eight stories. No building shall exceed a height of 100'.

Residential/Neighborhood Commercial District: The Residential/ Neighborhood Commercial Land Use District is established for the purpose of providing for a mixture of residential, professional and certain types of neighborhood convenience-shopping-retail sales and service uses. Residential and office or commercial uses shall be allowed within the same structure. When located in older sections of the community in which by custom and tradition the intermixing of such uses has been found to be necessary and desirable, the districts intended to provide for infill development at a density, character and scale compatible with the surrounding area. When located in newer developing areas where it is necessary and desirable to create a transition zone between a residential and a commercial district, the district is intended to provide for mixed office, commercial and residential development. Residential, office and low-intensity commercial uses are allowed at the following maximum densities and intensities:

- \* Residential density not to exceed 35 dwelling units per acre.
- \* Office and Commercial the maximum combined area occupied by all principal and accessory buildings on a lot shall be 30% for a one- to four-story building, 25% for a five- to seven-story building and 20% for any building over eight stories. No building shall exceed a height of 100'.
- \* Commercial uses shall be restricted to a maximum floor area subject to regulations set forth in the adopted Land Development Code.

Commercial District: The Commercial Land Use District is established for the purpose of providing areas of commercial development ranging from compact shopping areas to limited industrial/high intensity commercial uses. Light industrial uses such as fabrication, assembly and warehousing are permitted.

Conventional residential use is allowed as well as residential uses on upper floors above ground floor commercial or office uses and in other types of mixed-use development. Residential, office and commercial uses are allowed at the following maximum densities and intensities:

- \* Residential density not to exceed 35 dwelling units per acre outside the dense business area and density not to exceed 135 dwelling units per acre in the dense business area.
- \* Office and Commercial in the dense business area the maximum combined area occupied by all principal and accessory buildings shall be 100% of lot size (subject to compliance with parking provisions) up to a height of 100'. Developments of over 100' in height shall be required to reduce the lot coverage by 10%. No building shall exceed a height of 150'.
- \* Office and Commercial outside of the dense business area the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a height of 100'. Developments of over 100' in height shall be required to reduce the lot coverage by 10%. No building shall exceed a height of 150'.

Industrial District: The Industrial Land Use District is established for the purpose of providing areas for industrial development for community and regionally oriented service areas. The district is intended to facilitate the more intense, large-scale manufacturing, warehousing, distribution, wholesaling and other industrial functions of the City and the region. The uses in this district would typically be of a scale and intensity that are more likely to be capable of having an adverse affect (through sound, vibration, odor, etc) on adjacent properties if they are not of a compatible character (i.e. residential, office, and general commercial land uses). Office, commercial and a mixture of light industrial, heavy industrial and industrial park uses are allowed, with maximum building coverage of 75% of lot size up to a maximum height of 100 feet.

Neighborhood District: The Neighborhood Land Use District is established to provide for land uses and aesthetic considerations which are distinctive and unique to neighborhoods defined by specific geographic boundaries on the Future Land Use Map.

A variety of residential, office and commercial uses will be allowed at the following maximum densities or intensities:

- \* Residential density not to exceed 35 dwelling units per acre.
- \* Office and Commercial the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a maximum height of 100'.

Historic and Preservation District: The Historic and Preservation Land Use District is established to preserve the development pattern and distinctive architectural character of these unique areas through the restoration of existing buildings and construction of compatible new buildings. These buildings and historic sites and their period architecture make the district unique and worthy of continuing preservation efforts. 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 districts. The district is an established business area, residential neighborhood and tourist attraction, containing historic sites and museums, a variety of specialty retail shops, restaurants, small offices, and residences.

A variety of residential, office and commercial uses will be allowed at the following maximum densities or intensities:

- \* Residential density not to exceed 35 dwelling units per acre in the Pensacola (Seville) Historic District, the North Hill Preservation District and the Old East Hill Preservation District and density not to exceed 135 dwelling units per acre in the Palafox Historic Business District.
- \* Office and Commercial in the Pensacola (Seville) Historic District, the North Hill Preservation District and the Old East Hill Preservation District - buildings shall not exceed a maximum height of 45'. Lot coverage shall be regulated by use of front, side and rear yard requirements pursuant to regulations in the Land Development Code and based on existing development.
- \* Office and Commercial in the Palafox Historic Business District the maximum combined area occupied by all principal and accessory buildings shall be 100% of lot size (subject to compliance with parking provisions) up to a height of 100'. Developments of over 100' in height shall be required to reduce the lot coverage by 10%. No building shall exceed a height of 150'.

Redevelopment District: The Redevelopment Land Use District is established to promote the orderly redevelopment of the southern gateway to the City and portions of the Pensacola Bay waterfront area in order to enhance visual appearance, preserve unique shoreline vistas, provide public shoreline access, preserve or provide working waterfront activities, improve traffic safety and encourage a high quality of site planning. Site specific analysis of each development proposal within the district is intended to ensure that the scenic orientation and open space image of the shoreline is maintained, that the development characteristics are upgraded and the boundary of the adjacent special districts are positively reinforced.

A variety of residential, office and commercial uses will be allowed at the following densities or intensities:

- \* Residential density not to exceed 100 dwelling units per acre in the Gateway Redevelopment District and 60 dwelling units per acre in the Waterfront Redevelopment District.
- \* Office and Commercial in the Gateway Redevelopment District the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a maximum height of 100'.
- \* Office and Commercial in the Waterfront Redevelopment District the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a maximum height of 60'.

Business District: The Business Land Use District is established to promote the compatible redevelopment of the City's historic downtown waterfront by encouraging high quality site planning and architectural design which is compatible with both the historic character of the existing structures and the waterfront activities.

- \* Residential density not to exceed 108 dwelling units per acre in the South Palafox Business District.
- \* Office and Commercial in the South Palafox Business District the maximum combined area occupied by all principal and accessory buildings shall be 100% of lot size up to a maximum height of 80'.

Airport District: The Airport Land Use District is established to regulate land owned by the Pensacola Regional Airport or immediately adjacent to the airport which is considered sensitive due to its relationship to the runways and its location within noise zones. Land owned by the City allows only open space, recreational or commercial and industrial uses customarily related to airport operations. Low density residential and a variety of office and commercial uses will be allowed on privately owned land, based on the zoning classification and subject to the requirements of Chapter 333 of the Florida Statutes, at the following maximum densities:

- \* Residential density not to exceed 5 dwelling units per acre.
- \* Office and Commercial the maximum combined area occupied by all principal and accessory buildings shall be 50%. No building shall exceed a height of 45', subject to airport height limitations.

Interstate Corridor District: The Interstate Corridor Land Use District is established to provide for non-highway land uses both below and adjoining the Interstate I-110 corridor on land owned by the Florida Department of Transportation and leased by the City of Pensacola as shown in the Site Development Plan in the DOT *Corridor Location, Design and Multiple Use Report: Interstate 110, Pensacola, Escambia County, Florida, 1972.* The

following land uses are allowed at the land use mix composition shown below, with site plan review and City Council approval:

- \* Residential density not to exceed 35 dwelling units per acre up to a maximum 3% of the developable land.
- \* Service, tourist and community commercial and light industrial uses up to a maximum 25% of developable land.
- \* Recreation and open space facilities, and community centers owned and operated by the City up to a maximum 35% of developable land.
- \* Public utilities, City government buildings and facilities and public transportation facilities up to a maximum 37% of developable land.

The maximum combined area occupied by all principal and accessory buildings shall be 50%. No building shall exceed a height of 45', subject to DOT height limitations.

Policy FLU-1.1.6: The following uses shall be allowed in all future land use districts, except for Conservation and Interstate Corridor, subject to regulations set forth in the adopted Land Development Code, and Chapter 333 of the Florida Statutes: Community residential homes, schools with curriculum the same as public schools, libraries, churches, home occupations and accessory structures incidental to any permitted use. Parks and playgrounds and utility structures shall be allowed in every district.

Policy FLU-1.1.7: Adaptive reuse of vacant public, semipublic, institutional or historically significant structures within the Medium and High Density Residential Land Use Districts and the Residential Neighborhood Commercial Land Use District shall be allowed subject to issuance of a conditional use permit.

Applicants for a conditional use permit must submit development plans, undergo site review process through the Planning Board, provide for public notification of property owners within an established radius and obtain approval from the City Council. To ensure the compatibility of the conditional use development with the surrounding residential neighborhood the City Council may prescribe appropriate conditions and safeguards as follows:

- \* Limit or otherwise designate the following: the manner in which the use is conducted; the height, size or location of a building or other structure; the number, size, location, height or lighting of signs; the location and intensity of outdoor lighting or require its shielding.
- \* Establish special or more stringent buffer, yard or other open space requirements.
- \* Designate the size, number, location or nature of vehicle access points.

- \* Require berming, screening, landscaping or similar methods to protect adjacent or nearby property and designate standards for installation or maintenance of the facility.
- \* Designate the size, height, location or materials for a fence or wall.

Objective FLU-1.2: Existing nonconforming land uses which are incompatible or inconsistent with the Future Land Use Plan will not be allowed to expand, to be enlarged, or to be rebuilt or reopened if destroyed, pursuant to provisions adopted in the Land Development Code and consistent with the requirements of Chapter 163, F.S.

Policy FLU-1.2.1: Expansion or replacement of land uses, which are incompatible with the Future Land Use Plan, shall be prohibited. Existing nonconforming uses will be permitted as provided in the City's Land Development Code.

Policy FLU-1.2.2: Land uses which are potentially incompatible due to type of use and/or intensity of use, shall be buffered from one another through the use of physical and/or natural vegetative barriers within required yards established in the adopted Land Development Code.

Objective FLU-1.3: The City shall protect its natural resources and its historic, architectural and archaeological resources in accordance with the City's Land Development Code.

Policy FLU-1.3.1: Continue to protect natural open space areas within the City as designated in the Recreation and Open Space Element.

Policy FLU-1.3.2: Public access to the waterfront shall be maintained or improved by the City (i.e., boat ramps, street rights-of-way). Private property rights will be protected in providing public access to the waterfront.

Policy FLU-1.3.3: Wetlands and other natural vegetative and wildlife habitats identified, as Conservation Districts on the City's Future Land Use Map will be protected from development through provisions in the Land Development Code.

Policy FLU-1.3.4: Regulate the location of hazardous waste disposal, storage and treatment facilities within the City through enforcement of land development regulations.

Policy FLU-1.3.5: The City shall coordinate with West Florida Historic Preservation, Inc. by providing technical assistance in its efforts to identify, designate and preserve historic architectural resources and shall continue to enforce the regulations in the adopted Historic District zoning ordinance.

Policy FLU-1.3.6: The City shall abide by the guidelines of its archaeological resolution whenever development is planned for City-owned property.

Policy FLU-1.3.7: The City shall utilize maps contained in the *Wellhead Protection Area Delineation In Southern Escambia County, Florida, Water Resources Special Report 97-4, December 1997*, prepared by the Northwest Florida Water Management District, as may be amended, and included by reference, to identify wellhead protection areas around existing water wells and shall continue to cooperate with the Escambia County Utilities Authority in reviewing land use regulations within these areas.

Policy FLU-1.3.8: Land uses delineated by the Future Land Use element shall be permitted based on the availability of water supplies in addition to the availability of public water facilities consistent with the requirements of Chapter 163, F.S.

Objective FLU-1.4: All development and redevelopment in the Coastal High Hazard Area shall be consistent with the Coastal Management Element and shall be coordinated with appropriate regional hurricane evacuation plans.

Policy FLU-1.4.1: For City-funded developments, water-dependent and water-related activities shall be given a higher priority for permit approval.

Policy FLU-1.4.2: Public access to the waterfront shall be encouraged in all developments utilizing City funds except for industrial developments.

Policy FLU-1.4.3: Future residential land use developments in the CHHA shall be limited to the following densities by location:

- \* Low density along Escambia Bay north of Hyde Park Road and south of Gadsden Street, and along both shores of Bayou Texar.
- \* Medium density along Pensacola Bay (except for the Historic District), and along Bayou Chico.
- \* High density Historic District.

Policy FLU-1.4.4: Future residential land use developments in the dense business area constructed in the CHHA shall be limited to medium density (18 or fewer residential dwelling units per acre). Allowable density above the medium density limit established by future land use category may be transferred to portions of the development site outside the CHHA.

Objective FLU-1.5: The City shall coordinate with other local governments and agencies to reduce or minimize adverse impacts in the region due to development in the City.

Policy FLU-1.5.1: The City shall develop procedures for review of requests for development orders which might affect or be affected by another government or agency and coordinate appropriately.

Policy FLU-1.5.2: The City shall review and contribute to any updates of the Comprehensive Plans in surrounding jurisdictions and other policy plans that would affect implementation of local resource protection goals.

Objective FLU-1.6: Ensure that suitable land is available for utilities necessary to support proposed developments through enforcement of subdivision ordinances which require the provision of adequate land for utilities infrastructure.

Policy FLU-1.6.1: Pursue an interlocal agreement and an informal coordination mechanism, to the extent possible, with Emerald Coast Utilities Authority and other utilities providers in locating public facilities and utilities to maximize the efficiency of services provided, to minimize their cost and to minimize their impacts on the natural environment.

Objective FLU-1.7: Facilitate efficient and reliable delivery of electric service.

Policy FLU-1.7.1: New electric distribution substations shall be a permitted use in all land use categories and zoning districts within the City except those designated as preservation, conservation, or historic preservation on the future land use map or duly adopted ordinance pursuant to F.S. 163.3208.

Policy FLU-1.7.2: Standards for set-backs, landscaping, buffering, screening, and other aesthetic compatibility-based standards shall apply to new distribution electric substations pursuant to F.S. 163.3208 to achieve compatibility with adjacent and surrounding land uses to the maximum extent practicable.

Policy FLU-1.7.3: The City shall grant or deny a properly completed application for a permit to locate a new distribution electric substation within a residential land use category or zoning district pursuant to the requirements of F.S. 163.3208.

Objective FLU-1.8: Provide for effective land development opportunities while allowing for innovative solutions through the Land Development Code.

Policy FLU-1.8.1: The land development regulations shall be modified and/or expanded to reflect the goals, objectives and policies of all the Comprehensive Plan elements.

Policy FLU-1.8.2: Land development regulations shall allow flexibility, within some zoning districts to provide for affordable housing and other redevelopment opportunities.

Policy FLU-1.8.3: Land development regulations shall include standards for residential density bonuses <u>and density transfers</u> above the limit otherwise established by future land use category in exchange for the construction of affordable housing and as an incentive to achieve superior building and site

design, preserve environmentally sensitive lands and open space, and provide public benefit uses including access to the waterfront.

- Density bonuses for superior building and site design, preservation of environmentally sensitive lands and open space, and provision of public benefit uses shall not exceed 10% of the limit otherwise established by land use category and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- Density transfers of up to 50% of the limit otherwise established by the land use category of the donor site may be approved for superior building and site design, preservation of archeologically and environmentally sensitive lands and open space, and provision of public benefit uses, and shall be available to residential developments in the medium density residential land use district, high density residential land use district, commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- Density bonuses <u>and transfers</u> for superior building and site design, preservation of environmentally sensitive lands and open space, and provision of public benefit uses shall be based upon clear and convincing evidence that the proposed design will result in a superior product that is compatible with the surrounding land uses and produces a more desirable product than the same development without the bonus.
- Density bonuses for the provision of affordable housing shall not exceed 25% of the limit otherwise established by land use category and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- Density transfers of up to 50% of the limit otherwise established by land use category of the donor site may be permitted for the provision of affordable housing, and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial

land use district, redevelopment land use district and business land use district.

- Density bonuses <u>and transfers</u> for the provision of affordable housing shall be based upon ratios of the amount of affordable housing to market rate housing within a proposed residential development and shall include mechanisms to assure that the units remain affordable for a reasonable timeframe such as resale and rental restrictions and rights of first refusal.
- Density transfers of up to 50% of the limit otherwise established by the land use category of the donor site may be permitted for proposed developments that are compatible with adopted neighborhood and Community Redevelopment Area plans, and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- The maximum combined density bonus for superior building and site design, preservation of environmentally sensitive lands and open space, provision of public benefit uses and affordable housing provided to any single development shall not exceed 35% of the limit otherwise established by land use category.
- Density transfers shall be a direct transfer of up to 100% of unutilized residential density from a donor site to a receiving site, subject to the City's land development and density transfer regulations.
- All density bonuses <u>and density transfers</u> shall be approved by the City Planning Board.

Objective FLU-1.9: Direct development in the City to areas where infrastructure exists to reduce development outside of the City limits which would cause further urban sprawl.

Policy FLU-1.9.1: Promote infill development of vacant and underutilized parcels within City limits through use of appropriate land development regulations, and provision of effective urban services.

Policy FLU-1.9.2: Encourage mixed-use development as a means to increase density in the designated urban core and inner-city redevelopment areas of the City in accordance with adopted redevelopment area plans through EAR-based

amendments of the Comprehensive Plan and revisions of the Land Development Code.

Policy FLU-1.9.3: Support increased density in proximity to existing and proposed urban elementary schools, and seek to use such schools as neighborhood focal points by collocating public facilities such as parks and community centers with schools to the extent possible.

Policy FLU-1.9.4: Continue to encourage mixed use development through the use of innovative land development techniques such as planned unit developments, cluster housing, mixed-uses on individual parcels and other approaches as provided in the land development code.

Policy FLU-1.9.5: Promote innovative arrangements of development types and promote a complimentary mix of residential/commercial/recreation uses along primary vehicular corridors of neighborhoods so as to minimize the impacts of new development on existing resources and facilities by allowing a variety of uses in close proximity to one another.

Policy FLU-1.9.6: Allow development of a mixture of residential, commercial and office land uses in the mixed residential/office/commercial zoning districts along primary vehicular corridors of the Urban Core and inner-city Community Redevelopment Areas, through review and revision of the Land Development Code.

Objective FLU-1.10: Increase and enhance Traditional Neighborhoods

Policy FLU-1.10.1: Identify and revise incompatible zoning designations and approved land uses to ensure suitable development in support of existing traditional neighborhoods and a cohesive urban fabric.

Policy FLU-1.10.2: Encourage new Neo-Traditional Neighborhood Development and compatibly designed infill within the urban core and inner-city redevelopment areas through review, and revision where necessary, of the land use regulations in the Land Development Code.

Policy FLU-1.10.3: Explore Neighborhood Conservation Overlay Districts to ensure compatible infill development in existing traditional neighborhoods.

Policy FLU-1.10.4: Explore the use of State and Federal redevelopment programs to encourage Neo-Traditional Neighborhood Developments that include a mix of uses and provide housing for a range of incomes.

Objective FLU 1.11: Promote development in the downtown urban core areas of the City.

Policy FLU-1.11.1: Promote through the redevelopment process, the introduction of mixed-use development to enhance retail viability, establish truly pedestrianoriented shopping districts, create more attractive buildings and public spaces, support transit viability, and reduce vehicle trips.

Policy FLU-1.11.2: Review land use regulations in the Land Development Code and revise where necessary to support walkability and pedestrian activity, arts, and entertainment uses in the City's downtown.

Policy FLU-1.11.3: Review land use regulations in the Land Development Code and revise where necessary to encourage the vertical and horizontal integration of a complementary mix of commercial, service and other non- residential uses that address the needs of families and other household types living in downtown neighborhoods.

Policy FLU-1.11.4: Pursue the establishment of a downtown railroad "quiet zone" to facilitate downtown development.

Policy FLU-1.11.5: Continue to coordinate with the Downtown Improvement Board on parking enforcement and management to provide adequate parking for downtown patrons.

Policy FLU-1.11.6: Continue to waive off-street parking requirements in the HC-1 and HC-2 districts, for residential land uses in the dense business area, and for qualifying buildings in the South Palafox Business District and C-2A district to encourage downtown and urban core development.

Policy FLU-1.11.7: Continue to allow the off-site provision of parking through a shared parking agreement in qualifying zoning districts to promote downtown and urban core development.

Objective FLU-1.12.: Implement plans for redevelopment and renewal of blighted areas in Census Tracts 1 through 8, and particularly in the downtown urban core and inner-city Community Redevelopment Areas.

Policy FLU-1.12.1: Continue to undertake redevelopment projects and programs as outlined in the *Urban Core Community Redevelopment Plan* (2010 Update), the *Pensacola Waterfront Redevelopment Plan* (2000/Update 2010), the *Pensacola Historic District Master Plan*, (2004) and the *Belmont DeVilliers Land use Plan* (2004) and promote increased density.

Policy FLU-1.12.2: Continue to engage in redevelopment activities within the designated Urban Infill and Redevelopment Area in accordance with the *Urban Infill and Redevelopment Area Plan*.

Policy FLU-1.12.3: Implement redevelopment efforts as identified in the *Westside Community Redevelopment Area Plan* (2007).

Policy FLU-1.12.4: Encourage Brownfield and grayfield redevelopment and adaptive reuse within the urban core and inner-city development areas.

Policy FLU-1.12.5: Promote redevelopment of existing automobile-oriented corridors and the upgrading of existing commercial development to create vibrant, mixed-use boulevards that balance efficient movement of motor vehicles with the creation of attractive pedestrian-friendly districts that serve the adjoining neighborhoods as well as passing motorists pursuant to adopted redevelopment plans.

Policy FLU-1.12.6: Provide infrastructure improvements as part of a redevelopment program in the above mentioned areas in such a way that will not strain the economic resources of the City's existing and new residents.

Policy FLU-1.12.7: Provide for some economic incentives for development in the cited neighborhoods including the following:

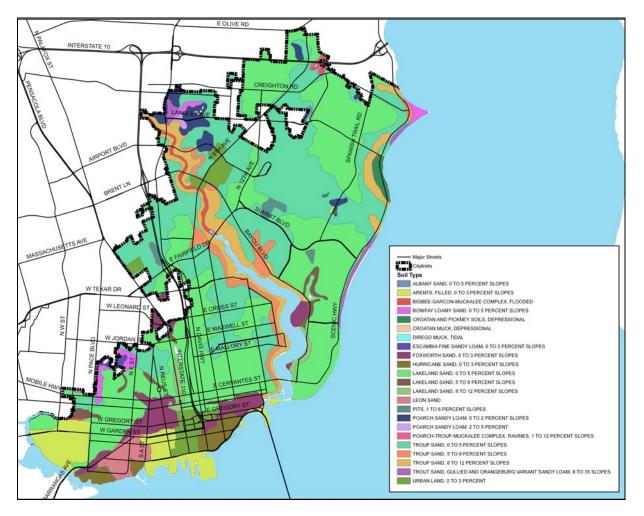
- \* Establishing lower level of service standards for some facilities in developed neighborhoods so that costs of upgrading facilities will not be prohibitive; and
- \* Establishing lower or abolishing impact fee assessments in these neighborhoods if the use of impact fees are adopted in the Plan.

Objective FLU-1.13: Opportunity for dispute resolution in consideration of revisions to the Comprehensive Plan.

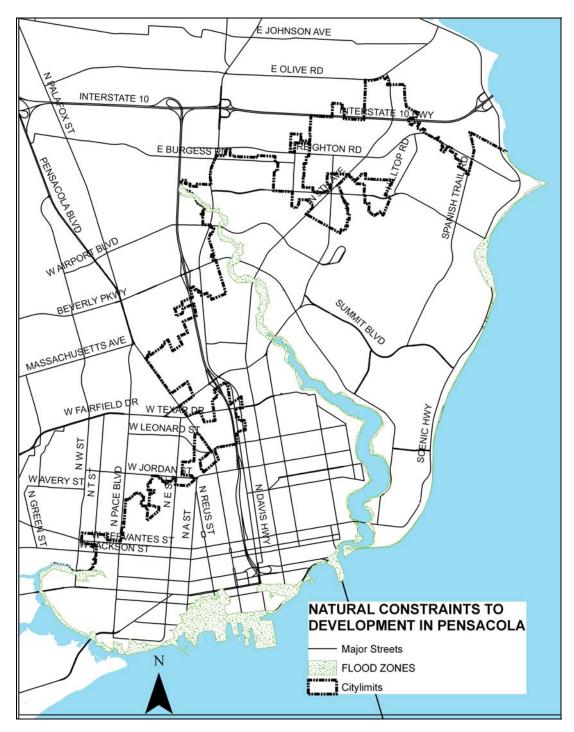
Policy FLU-1.13.1: Opportunity shall be afforded, pursuant to F.S. 163.3181 (4), for informal mediation or other alternative dispute resolution to a property owner who's request for an amendment to the Comprehensive Plan pertaining to his property is denied. The costs of the mediation or other alternative dispute resolution shall be borne equally by the local government and the property owner. If the owner requests mediation, the time for bringing a judicial action is tolled until the completion of the mediation or 120 days, whichever is earlier.

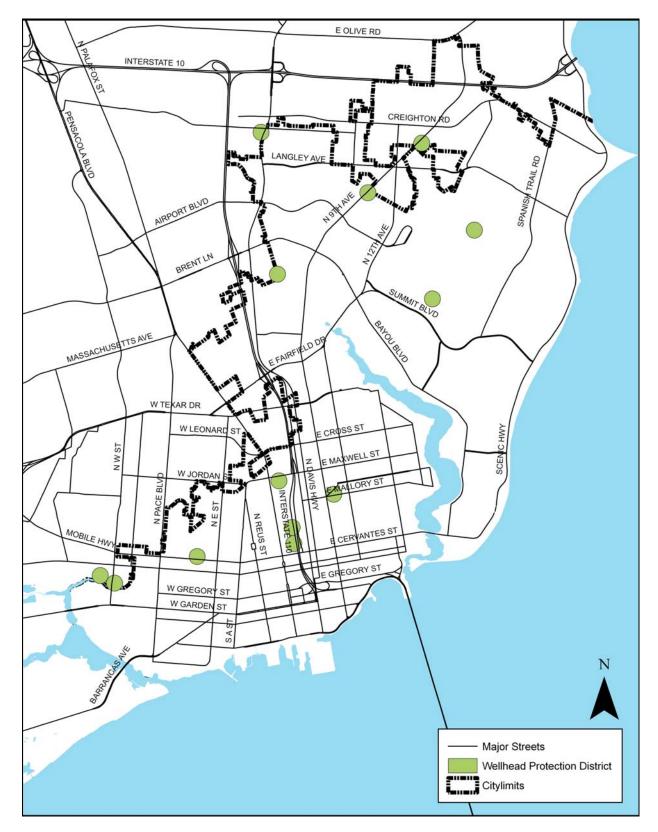
Policy FLU-1.13.2: Prior to an administrative hearing conducted pursuant to review of the comprehensive plan or plan amendment by the state land planning agency, opportunity to mediate or otherwise resolve the dispute of any affected person who intervenes as a party to that proceeding shall be afforded pursuant to F.S. 163.3184 (10)(c). The costs of the mediation or other alternative dispute resolution shall be borne equally by all the parties to the proceeding.

### City of Pensacola Soils



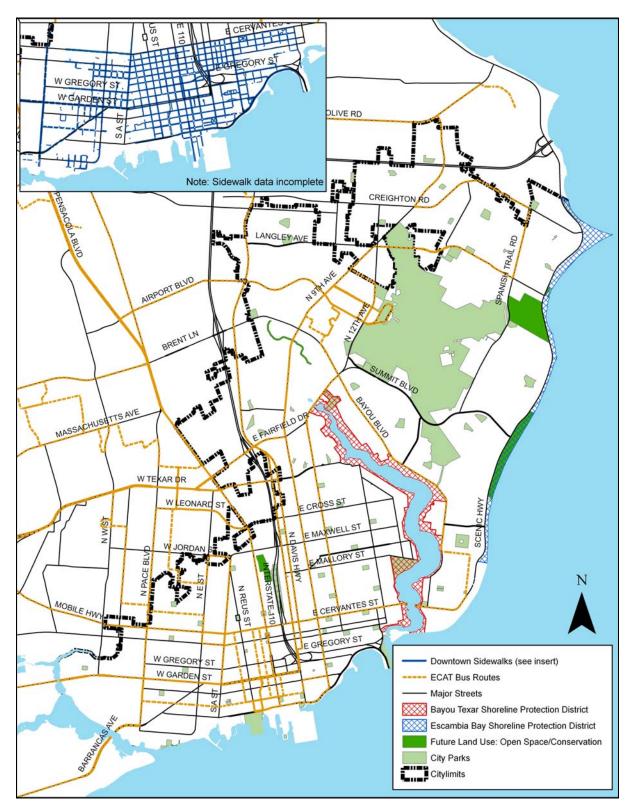
### City of Pensacola Flood Zones





City of Pensacola Wellhead Protection Zones

City of Pensacola Energy Conservation



#### **CHAPTER 2**

#### TRANSPORTATION

#### GOAL T-1: A safe, convenient, and efficient street system.

Objective T-1.1: The City shall maintain Level of Service standards and implement recommendations to address existing and forecasted LOS deficiencies.

Policy T-1.1.1: The City of Pensacola has adopted Florida Department of Transportation (FDOT) Quality/Level of Service Handbook standards to determine maximum volumes for adopted level of service on the Florida Intrastate Highway System. In addition, the City has adopted the following Level of Service standards on the other roadway types within the City limits to determine maximum volumes:

Roadway Type	LOS (Peak hour)
State Roadways	
Intrastate	С
Other State Roads	E
Roads Within the TCEA	Exempt
Local Roadways	
Local Collector Roads	E
Other Local Roads	С

Policy T-1.1.2: The City of Pensacola shall continue to examine traffic impacts associated with development on roadways within the City to ensure that adopted Level of Service standards are not degraded.

Policy T-1.1.3: The City will review annually, adopted Level of Service standards, traffic volumes, and system demands in order to monitor impacts of new development on the traffic circulation of the City.

Policy T-1.1.4: The City of Pensacola has designated an Urban Redevelopment Transportation Concurrency Exception Area (TCEA) within the boundaries of the Community Redevelopment Area as established pursuant to Resolution 54-80. The boundary of the Urban Redevelopment TCEA is shown on the adopted Future Traffic circulation Map.

Objective T-1.2: The City of Pensacola shall continue to cooperate with the local comprehensive transportation planning process in the Pensacola urbanized area.

Policy T-1.2.1: The City will continue to coordinate with the West Florida Regional Planning Council, FDOT, and the TPO regarding transportation planning and programs within the Pensacola urbanized area.

Policy T-1.2.2: The City will continue to participate in the preparation of the Florida Alabama Transportation Planning Organization's (TPO's) long-range transportation study to evaluate transportation needs and alternatives to improve traffic circulation between the Gulf Breeze peninsula and the City of Pensacola. The City will request the FDOT prepare an analysis of land use and traffic impacts of landfall locations proposed for the western terminus of a new Pensacola Bay bridge.

Policy T-1.2.3: The City shall coordinate with the FDOT, the TPO, the Federal Highway Administration (FHWA), Escambia County, and other Corridor Management Entity partners, where feasible, in implementing elements of the Corridor Management Plan (CMP) for the Scenic Bluffs Highway Corridor.

Objective T-1.3: The City of Pensacola shall continue to maintain, protect, and improve the existing and future coordinated network of streets.

Policy T-1.3.1: The City will use the following definitions from the Land Development Code section 12-14-1 to classify streets within City limits. The City will identify the classification of local streets on the Roadway Functional Classification Map which shall be contained in the City's Land Development Code, and updated periodically to reflect current roadway function.

*Street* means a way for vehicular traffic, whether designated as a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place or however otherwise designated. The word "street" includes the following terms, further described as follows:

*Streets, major arterial* means streets which provide for through traffic movement between areas and across the City, and direct access to major employment locations and commercial uses.

*Streets, minor arterial* means street which provide for traffic movement between major neighborhoods.

*Streets, collector* means streets which provide for the movement of traffic between major arterials and local streets and direct access to abutting property.

*Street, local* means streets which provide for direct access to abutting land and used for local traffic movements only.

*Streets, marginal access* are minor streets which are parallel to and adjacent to arterial streets and highways; and which provide access to abutting properties and protection from through traffic.

Policy T-1.3.2: The City shall follow and annually update its 5-year Master Plan for City streets and roadways.

Policy T-1.3.3: The City will continue to coordinate land use decisions with the future traffic circulation system by coordinating traffic circulation improvements with the Future Land Use Map.

Policy T-1.3.4: The City shall incorporate safety measures such as signage, pavement markings, and engineering improvements into all transportation improvements.

Policy T-1.3.5: The City will review periodical accident frequency reports about applicable roads within the City limits and make necessary roadway improvements whenever and wherever applicable.

Policy T-1.3.6: The City shall preserve and protect the capacity of all major streets by minimizing points of ingress/egress, wherever possible, and by closing or relocating unnecessary curb cuts to provide efficient access to the roadway system when development occurs. The City will review, and revise where necessary, its existing standards for providing access and spacing in the Land Development Code. The City will periodically coordinate this review activity with Escambia County and the FDOT through continued participation with the Florida-Alabama TPO.

Policy T-1.3.7: The City shall protect existing and future transportation corridors by implementing the requirements of the subdivision ordinance. This includes mandatory dedication of rights-of-way, where required, as a condition of plat approval.

Objective T-1.4: The City shall continue to implement Transportation System Management strategies to improve the overall performance and quality of the existing transportation network.

Policy T-1.4.1: The City shall coordinate additional segments of the existing computerized signal system with Escambia County, the TPO, and FDOT.

Policy T-1.4.2: The City will review the elimination of one way streets in the current street network

Policy T-1.4.3: The City shall work to reduce excess surface parking along new and existing development through revisions to the Land Development Code where appropriate.

Policy T-1.4.4: The City shall continue to explore the replacement of traffic signals with stop signs at appropriate intersections.

Policy T-1.4.5: The City shall continue to implement "right sizing" strategies where appropriate to reduce lane widths and number of lanes to enhance the quality of the local transportation network.

Policy T-1.4.6: The City shall continue to integrate traffic calming measures including curb extensions, roundabouts, speed tables, raised intersections, textured crosswalks, and the addition of on-street parking to improve the overall quality of the motorized and non-motorized transportation network.

Policy T-1.4.7: In order to promote urban redevelopment within the Urban Redevelopment Area TCEA, the City will consider parking control and pricing policies, transportation demand management programs, transportation system management programs, availability of public transportation, and the use of creative financing tools for the provision of transportation services and facilities.

Policy T-1.4.8: The City shall coordinate with the DIB to implement the recommendations incorporated in the CRA Downtown Parking Study (May 1999) and Parking Management Analysis Findings and Recommendations (2006) including the following: traffic operation improvements; providing for pedestrian and bicyclists; identification of sites for on-grade parking lots or parking garages; identification of satellite parking locations linked to a downtown closed loop trolley to provide a "park and shuttle" alternative in the TCEA to reduce vehicle traffic in the central business district, and; a financial feasibility analysis to address costs of the improvements and possible funding sources.

Policy T-1.4.9: The City shall coordinate with the Downtown Improvement Board (DIB) and West Florida Historic Preservation, Inc. to periodically review the feasibility and joint funding of the existing closed loop trolley or shuttle service within the TCEA boundary.

## GOAL T-2: An economically sound, safe, energy-efficient, and equitable mass transportation system.

Objective T-2.1: The City shall encourage Escambia County Area Transit (ECAT) in the provision of fixed route mass transit service linking major trip generators and attractors.

Policy T-2.1.1: The City shall continue to coordinate with the WFRPC and the TPO regarding the promotion of alternative modes of transportation (i.e., ridesharing, mass transit).

Policy T-2.1.2: The City shall endorse the promotion of the ECAT in order to relieve traffic and parking congestion and in order to foster energy conservation.

Policy T-2.1.3: The City shall coordinate with ECAT and Escambia County in evaluating transit routes and service utilizing route ridership, headways, or other appropriate performance standard.

Policy T-2.1.4: The City will encourage "ride sharing" programs in coordination with Escambia County in order to reduce the number of vehicles on the road during peak hours.

Policy T-2.1.5: The City will develop land use and site design guidelines to assure the accessibility of new development to mass transit service.

Objective T-2.2: The City shall assist in developing coordinated transportation systems for transportation-disadvantaged citizens.

Policy T-2.2.1: The City will support the provision of the para-transit system developed by the Community Transportation Coordinator as required by Chapter 427, Florida Statutes.

Policy T-2.2.2: The City will assist the TPO in the recommendation for a new coordinator by participating in the development of a Request for Proposals and in the evaluation of proposals received.

Objective T-2.3: The City shall encourage the pursuit of new sources of funding for mass transportation.

Policy T-2.3.1: The City shall work with ECAT, the County and the FDOT to provide for increased Service Development and Urban Corridor funding.

Policy T-2.3.2: The City will support Florida Transit Association in efforts to provide state operating assistance for mass transit.

Policy T-2.3.3: The City will support efforts to provide for a designated funding source for the local contribution.

## Goal T-3: A complete network of pedestrian and bicycle facilities that enhances the City's livability, accessibility, and safety.

Objective T-3.1: The City shall continue to provide facilities in support of a safe, non-motorized transportation system.

Policy T-3.1.1: The City of Pensacola shall accommodate non-motorized forms of transportation in the design of transportation improvement projects.

Policy T-3.1.2: The City shall consider in its design of all future roadway improvements for major arterial streets, the accommodation of bicycle transportation needs where appropriate.

Policy T-3.1.3: The City shall encourage the development of a comprehensive bicycle education program in coordination with the TPO and Escambia County.

Policy T-3.1.4: The City shall continue to coordinate with the WFRPC and the TPO regarding the promotion of walking and bicycling as alterative modes of transportation.

Policy T-3.1.5: The City shall coordinate with and encourage the deployment of DIB-purchased and installed of bicycle racks within the TCEA boundary.

Objective T-3.2: The City shall coordinate all development in order to produce walkable communities and neighborhoods throughout the City.

Policy T-3.2.1: The City will continue to repair and construct new sidewalks where feasible through the Penny for Progress sidewalk program and other applicable funding sources like the Community Development Block Grant.

Policy T-3.2.2: The City will continue to include requirements for provision of sidewalks by developers around future commercial developments to aid in pedestrian transportation needs.

Policy T-3.2.3: In accordance with the City's Public Schools and Facilities Element of the Comprehensive Plan, new residential developments within two miles of an existing or planned school shall be required to provide sidewalks. In addition, sidewalks shall be placed along all collector, arterial, and local roads abutting the subdivision to the subdivision property line, where it has been determined that the most direct route from the subdivision to the school is along those roadways.

Policy T-3.2.4: The City shall continue to improve accessibility for citizens with mobility limitations throughout the City by providing curb cuts along all proposed sidewalks and through improvements to existing sidewalks where feasible.

Policy T-3.2.5: The City shall strive to upgrade existing and design new pedestrian crossings and intersections with the appropriate "intersection geometry" to allow for visibility, ease of crossing, and pedestrian connectivity.

Policy T-3.2.6: The City shall continue to install countdown-type pedestrian signals at the most appropriate and highly-traveled pedestrian crossings.

Policy T-3.2.7: The City shall, through coordination with the FDOT, the TPO, the Federal Highway Administration (FHWA), design and operate a

comprehensive network of "Complete Streets," consisting of arterial, collector and local streets, that enables safe access and a full range of daily activities by all user groups, including pedestrians, bicyclists, motorists, and transit vehicles.

Policy T-3.2.8: The City will develop a typology of Complete Streets amenities, and identify the most appropriate enhancements for the range of streets within the City. This typology will be included as part of the Land Development Code or as a stand-alone supplement, and will be used to systematically plan public transportation upgrades and bicycle and pedestrian enhancements.

Policy T-3.2.9: The downtown Community Redevelopment Agency (CRA) will continue to develop and consider funding streetscape improvement projects to enhance pedestrian use of sidewalks as an alternative to vehicle use in the TCEA boundary.

Policy T-3.2.10: The City will continue to support pedestrian access and community beautification through proposed streetscape improvement projects in adopted neighborhood and revitalization plans where feasible.

Policy T-3.2.11: The City will pursue, where feasible, "Complete Street," and intersection improvements along the corridors identified in adopted neighborhood and redevelopment plans to provide for aesthetics, accessibility and safety for pedestrians, bicycles and motorized vehicles. Such improvements may include traffic calming measures such as adequate lighting, shade trees, wider sidewalks, bike paths, street furniture, gateway treatments, directional signage and area identity markers where feasible.

# GOAL T-4: Rail service that allows for the safe and efficient transportation of cargo and passengers while enhancing livability.

Objective T-4.1: The City shall coordinate for safe and efficient railroad operations along the existing system within the city limits.

Policy T-4.1.1: The City shall utilize available legal methods in order to provide that railroad companies will continue to maintain the roadway for vehicular traffic at railroad crossings.

Policy T-4.1.2: The City shall strive to be the first responder to any hazardous material incidents within the city limits and maintain an on-going training program to ensure maximum response capabilities in the event of derailments.

Policy T-4.1.3: The City shall monitor any modifications to the railroad trestle at Bayou Texar to provide for maximum enhancement of tidal circulation.

Policy T-4.1.4: The City shall coordinate with the appropriate railroad company to seek removal and/or replacement of the overpass at 17th Avenue that would allow for the continued improvements of 17th Avenue.

Policy T-4.1.5: The City shall encourage the return and continued service of Amtrak or other passenger rail service along existing rail lines.

Objective T-4.2: The City shall coordinate with the rail companies serving the area in order to achieve compatibility of rail facilities and operations with community planning efforts.

Objective T-4.2.1: The City shall work for the establishment of a rail quiet zone within the City limits for the benefit of local residents and businesses.

Policy T-4.2.2: The City shall coordinate with rail companies to identify unused railroad spurs and trackage and require or encourage their removal by the appropriate party.

Policy T-4.2.3: The City shall take action to secure abandoned railroad rights-ofway in the event that track removal or relocation occurs and determine the best land use for the impacted rights-of-way.

Policy T-4.2.4: The City shall explore the restoration of unused rails lines to be used for public recreational use.

GOAL T-5: The stimulation of economic development and generation of positive economic and employment benefits in the City of Pensacola and surrounding area by promoting the use of the waterfront and Port facilities to cargo shippers and water-dependent businesses, and coordinating with the <u>Pensacola International Airport</u> <del>Pensacola Gulf Coast Regional</del> <del>Airport</del> when feasible.

Objective T-5.1: The Port shall continue to attract new and expanded waterborne commerce.

Policy T-5.1.1: Sufficient financial resources shall be made available annually within the Port's departmental budget to facilitate the continued promotion of Port facilities to prospective users.

Policy T-5.1.2: The Port shall maintain a business development plan and facilities development strategy which identifies the annual marketing targets and long-range facility development objectives required to attract new and expanded business to the Port.

Policy T-5.1.3: The Port shall maintain close working relationships with applicable federal, state, regional and local economic development agencies, as

well as with the <u>Pensacola International Airport</u> <del>Pensacola Gulf Coast Regional Airport</del>, and port-associated businesses (i.e. trucking companies, railroads, shipping lines, etc.) to enhance economic development opportunities, and to identify and pursue waterborne commerce opportunities.

Policy T-5.1.4: The Port shall review, and if necessary, revise its Terminal Tariff so as to maximize revenues while maintaining a competitive position within the industry.

Objective T-5.2: The Port shall diversify its business base in order to strengthen the Port's contribution to the economic vitality of the Pensacola area.

Policy T-5.2.1: The Port shall make its maritime knowledge and experience available to tourism officials, inter- and intra-governmental departments and agencies, political leaders and others to assist in exploring the development of excursion, cruise, or amenity vessel operations at public access areas of the downtown waterfront including, but not limited to, Commendencia Slip, Plaza de Luna, and the Vince Whibbs Community Maritime Park, etc.

Policy T-5.2.2: The City shall work with the TPO, National Park Service, and the Department of the Navy to review the feasibility and benefits of establishing a local and regional passenger ferry system to support tourism and water-related commerce in the area.

Policy T-5.2.3: The Port may acquire, by lease or purchase, land or buildings for the purpose of leasing to potential Port customers, or to provide the same for use by transient cargo users of the Port.

Policy T-5.2.4: The Port shall actively market its deep draft docks, berths, pierside warehouses and other infrastructure to traditional and non-traditional waterborne commerce and water-dependent maritime industry interests.

Policy T-5.2.5: The Port shall market its northeastern boundary for development of a commercial/restaurant/retail venture.

Policy T-5.2.6: The Port shall market unimproved land located roughly in the north central portion of the Port for development of light manufacturing/assembly type operations with signification employment potential.

Policy T-5.2.7: The Port may collaborate with other government agencies and private waterfront and inland landholders to develop strategic alliances and public-private partnerships which expand and enhance the Port's ability to serve new and expanded cargo and water-dependent business activities.

Objective T-5.3: The Port shall maintain a 5-year capital improvement and replacement plan to address Port facility construction and maintenance requirements.

Policy T-5.3.2: The City shall consider the potential impact on the Port of Pensacola of non-maritime related developments in the areas immediately adjacent to the Port property.

Policy T-5.3.3: The City, through the annual Port Department budget with support from state and federal grant resources where applicable, shall identify and commit funding as available to provide and maintain facilities necessary to facilitate the Port's business activities as described in Objective 5.2.

Policy T-5.3.4: Port capital improvement and expansion plans will be coordinated and consistent with applicable federal, state, and local laws, ordinances and regulations and shall be sensitive to environmental issues in consideration of the economic policy of Port operations.

Objective T-5.4: The Port shall develop and implement a comprehensive facilities maintenance program.

Policy T-5.4.1: The City, through the annual Port Department budget, shall provide sufficient personnel and financial resources, as available, to implement the facilities maintenance program.

Policy T-5.4.2: Port facilities shall be maintained so as to minimize the requirement for replacement and thereby extend the useful and productive life of Port assets.

Objective T-5.5: The City will limit public expenditures in the Coastal High Hazard Area except in the provision of facilities necessary for Port maintenance and operations.

Policy T-5.5.1: Future Port related public expenditures in the Coastal High Hazard Area shall be limited to: those which provide evidence of natural disaster mitigation planning and design; those which restore or enhance natural resources; or, those which are necessary for operation and expansion to accommodate Port activity as determined by the City.

GOAL T-6: Port operations and developments that are undertaken in a manner which minimize or mitigate negative impacts on the basic functions and productivity of the City's natural land, coastal and water resources; and that eliminate, reduce or avoid Port related health and safety concerns for present and future residents of the City of Pensacola.

Objective T-6.1: The Port shall endeavor to protect, conserve, and enhance wetlands, living marine resources, coastal barriers, and other natural resources within its immediate geographic area of operation.

Policy T-6.1.1: The Port will conduct its operations in accordance with all state, federal, and local regulations designed to protect wetlands, aquatic wildlife and creatures, and water quality.

Policy T-6.1.2: The Port will protect to the extent reasonably feasible, living marine resources from any permanent effects of Port related dredging by providing that all dredging activity will be permitted and conducted in accordance with applicable state and federal regulations designed to reasonably ensure that dredging impacts are short-term and limited.

Policy T-6.1.3: All future Port developments shall be designed to meet Northwest Florida Water Management District standards for the control of stormwater runoff. Recommendations outlined in the City's Stormwater Management Plan will be implemented during new construction activities on the Port site.

Policy T-6.1.4: All Port users discharging coolant or ballast water into Port area waters must comply with the pertinent state and federal regulations.

Objective T-6.2: Port operations, development, and expansion plans will be integrated into all City plans for the downtown and waterfront areas and compatible with the surrounding land uses, including the plans of the City Planning Department and the Community Redevelopment Agency, as a water-dependent land use.

Policy T-6.2.1: The Port shall work with other City departments to reasonably ensure that Port transportation requirements are analyzed and reflected in the plans of the TPO as well as federal and state DOT plans by participating in the development and adoption process of these plans.

Policy T-6.2.2: City Council Resolution 12-05 and City Council Policy on Port Operations and Administration will be incorporated into the City of Pensacola Comprehensive Plan.

Policy T-6.2.3: The Port will work with other City, County, State and Federal departments and agencies to explore transportation planning and management solutions which seek to segregate Port vehicular and rail traffic from other traffic types along Main Street and in the downtown Pensacola corridor to the extent practical.

Policy T-6.2.4: The City shall consider the economic impact of the Port in all future coastal and waterfront land use planning or development.

Policy T-6.2.5: Future Port development shall be visually compatible with adjacent development in the downtown and Historic District to the extent reasonably possible.

Objective T-6.3: The Port shall maintain a petroleum products and hazardous waste management program.

Policy T-6.3.1: The Port shall maintain a consolidated hazardous waste and petroleum products contingency/emergency response plan, which implements the guidance in the *Florida Coastal Pollutant Spill Contingency Plan*.

Policy T-6.3.2: The Port shall coordinate all disaster/ hazardous waste and petroleum products contingency planning with the Escambia County Emergency Management Director, State Department of Environmental Protection and the U.S. Coast Guard.

Policy T-6.3.3: All future Port expansion planning will, to the extent financially feasible, incorporate the appropriate technology for the safe handling of hazardous wastes and petroleum products.

Policy T-6.3.4: All handlers of petroleum products shall be required to have a U.S. Coast Guard approved spill contingency plan.

Policy T-6.3.5: The Port shall maintain a current file of the U.S. Coast Guard inspection reports and the various industry/company hazardous materials and petroleum products operations and handling manuals.

Policy T-6.3.6: The Port will maintain a comprehensive inventory of hazardous materials and petroleum products and inventory of spill cleanup equipment.

Objective T-6.4: All Port projects shall be consistent with the Future Land Use, Coastal Management and Conservation Elements of the City's Comprehensive Plan.

Policy T-6.4.1: Revisions to the Port development plan shall be reviewed to ensure consistency with the City's Comprehensive Plan.

Objective T-6.5: The Port will continue to coordinate operations and expansion plans with the TPO, the FDOT, and other appropriate transportation planning entities to ensure an integrated traffic circulation system.

Policy T-6.5.1: Port development plans will be reviewed for consistency with transportation plans of applicable transportation planning agencies.

Objective T-6.6: The Port shall continue to coordinate operational and expansion activities with the U. S. Army Corps of Engineers, the TPO, the Department of Defense, the *Escambia/Santa Rosa Coastal Resource Planning and Management Plan* and the FDOT 5-Year Transportation Plan.

Policy T-6.6.1: The Port will continue to construct and operate Port facilities in cooperation with appropriate federal, state and local agencies.

Policy T-6.6.2: The Port development plans will be coordinated with appropriate plans of other agencies including FDOT's 5-Year Transportation Plan and the TPO's adopted Transportation Improvement Plan (TIP).

Policy T-6.6.3: The Port shall coordinate with the appropriate City departments to assure that Port transportation requirements are consistent with and included in the plans of the TPO.

## GOAL T-7: The reduction of vulnerability of Port occupants to hurricanes and other natural disasters.

Objective T-7.1: The Port evacuation time will be consistent with that of the County from Evacuation Zone 12.

Policy T-7.1.1: The Port shall maintain a disaster evacuation, response, and recovery plan as part of its comprehensive Port Security Plan approved by the United States Coast Guard and Florida Department of Law Enforcement.

Policy T-7.1.2: The Port shall coordinate with the County to ensure that its plan is consistent with that for County Evacuation Zone 12.

Policy T-7.1.3: The Port shall coordinate with the County in the development of a revised update of the Escambia County and City Hurricane Preparedness Plan which considers revised evacuation routes, the Port's role in the evacuation process, the orderly evacuation of Port workers, resident businesses, and cargo, and the post-hurricane recovery process.

Policy T-7.1.4: The Port shall conduct an annual review of its disaster evacuation, response, and recovery plan with all Port tenants, users, and resident businesses.

Objective T-7.2: The Port shall fully implement compliance with life safety, fire prevention, construction and flood plain management codes of the City and state.

Policy T-7.2.1: The Port area building standards shall continue to be consistent with or in excess of the most current construction, life safety and fire prevention codes.

Policy T-7.2.2: The City's land development regulations shall identify priorities for shoreline land uses which provide for a range of water-dependent uses, inwater related activities, economic growth stimuli, hurricane contingency planning, and protection of the natural and water quality of the environment. Objective T-7.3: The Port shall provide immediate response to post-hurricane and natural disaster situations as requested or required by the Escambia County Civil Defense Organization.

Policy T-7.3.1: The Port-assigned recovery task forces shall be recommended to be incorporated in the current version of the Escambia County Emergency Management Organization and shall include a Port representative and, if available, a City Engineer.

Policy T-7.3.2: The Port shall coordinate with the County to develop plans and ordinance amendments, as necessary, which reflect any Port related recommendations in any inter-agency hazard mitigation reports or reports pursuant to Port or coastal operations.

Policy T-7.3.3: The Port shall develop the procedures for the Recovery Task Force to evaluate and recommend to the City and County various replacement options and priorities for damaged public/commercial facilities.

## GOAL T-8: Airport facilities that promote economic development, including new industry, business and tourism, while meeting existing and future demand.

Objective T-8.1: Future development or expansion of the <u>Pensacola International Airport</u> <del>Pensacola Gulf Coast Regional Airport</del> shall be consistent with the <u>2018</u> <del>2000</del> Airport Master Plan Update and F.A.A. approved Airport Layout Plan or subsequent updates.

Policy T-8.1.1: The City shall coordinate the future updates of the Airport Master Plan with updates to the City's Comprehensive Plan.

Policy T-8.1.2: As an integral component of the airport master planning process, the City shall make provisions for regional transportation facilities for the efficient use and operation of the airport.

Policy T-8.1.3: The City shall coordinate the future expansion and/or development of <u>Pensacola International Airport</u> <del>Pensacola Regional Airport</del> with Escambia County to ensure land use compatibility consistent with Chapter 333 of the Florida Statutes.

Objective T-8.2: As identified in the 2000 <u>and 2018</u> Airport Master Plan, the Airport shall continue to work towards the development of <u>the an Airport Commerce Park on</u> 65 acres of property adjacent to the northwest quadrant of the Airport.

Policy T-8.2.1: The Airport will continue to acquire properties in the targeted 65acre site through a combination of Florida Department of Transportation and Airport Capital Improvement funds. Policy T-8.2.2: The Airport will explore the development of the <u>area Airport</u> Commerce Park through build-to-suit development, third-party developers, design-build contracts, or other types of <del>Request For Proposals</del> processes.

Policy T-8.2.3: The Airport shall explore alterative funding sources and partnerships to finance the development of the <u>area Airport Commerce Park</u>.

Policy T-8.2.4: The Airport shall explore the creation of partnerships with local and regional economic development agencies to attract appropriate businesses and firms to the <u>area Commerce Park</u> to foster agglomeration economies.

Policy T-8.2.5: The Airport shall consider the development of a free-trade zone at the Commerce Park to attract firms and industries and enhance their economic competitiveness.

Policy T-8.2.6: The Airport will explore coordination with the Port of Pensacola for the provision of helicopter or air service at the proposed inland Port facility.

Objective T-8.3: The Airport will continue to coordinate operations and expansion plans with the appropriate transportation planning entities to ensure an integrated traffic circulation system.

Policy T-8.3.1: If the City undertakes future construction projects at the airport, the City shall develop a traffic circulation and parking plan to accommodate the impacts of that construction project.

Policy T-8.3.2: The City shall ensure that future airport development or expansion is consistent with the transportation element of this comprehensive plan and applicable TPO long-range transportation plans.

Policy T-8.3.3: The City shall coordinate with FDOT in <u>reviewing the</u> developing a comprehensive airport signage plan to include all interstate and major streets leading to the airport from all directions.

Policy T-8.3.4: Airport development plans and capital improvement program will be reviewed for consistency with transportation plans of the MPO, the FDOT and other applicable transportation planning agencies.

Objective T-8.4: The Airport shall continue to coordinate operational and expansion activities with the Federal Aviation Administration (FAA), the TPO and the FDOT.

Policy T-8.4.1: Cost estimates of proposed airport improvements shall be submitted for utilization in the Joint Automated Capital Improvement Program (JACIP) of the FDOT and FAA, the TPO transportation improvement plan, and the City's Capital Improvements Element.

Policy T-8.4.2: The Airport <u>Director</u> Manager shall provide planning and budgeting information to FDOT, the MPO, and the City's Comprehensive Plan Capital Improvements Element to encourage the inclusion of airport expansion projects and related traffic corridor improvements in their budgets.

Objective T-8.5: The City shall actively participate in the Northwest Florida Steering Committee of the Continuing Florida Aviation Systems Planning Process (CFASPP and Strategic Intermodal Systems Development Plan), to assure that the service needs of the Pensacola International Airport Pensacola Regional Airport are considered in the coordination of air transportation in the Northwest Florida area.

Policy T-8.5.1: The development of new airports to support economic growth will take into consideration the use of existing airports.

Objective T-8.6: Coordinate with the United States Navy and the F.A.A. in the periodic review of the *Naval Aviation Training System (NATS) Plan* to reasonably assure that both military and civilian air space operations are compatible.

Policy T-8.6.1: Through the Airport Master Plan Update process, the City shall communicate the long range forecasting of airport operations for airport facilities to reasonably assure that civilian air space needs can be identified.

Objective T-8.7: All airport projects shall be consistent with the Future Land Use, Coastal Management and Conservation Elements of the City's Comprehensive Plan.

Policy T-8.7.1: Revisions to the Airport Master Plan Update shall be reviewed to ensure consistency with the City's Comprehensive Plan.

## **GOAL T-8:** Airport improvements and operations that consider environmental impacts and compatibility with surrounding land uses.

Objective T-8.1: The City shall enforce the Airport Land Use Regulations to prevent incompatible land use that have a potential for being hazardous to aircraft operations as well as to the persons and property on the ground in the vicinity of the incompatible land use.

Policy T-8.1.1: The City shall <u>continue to require via City Code</u>-encourage\_real estate agents to notify potential property owners that their property is within the Airport Impact District noise zones.

Policy T-8.1.2: The City shall continue to enforce Section 12-2-11, Airport Land Use District, and Section 12-11, Airport, of the Land Development Code to reasonably ensure that airport obstructions do not intersect the airport's runway protection zones, or impact the airspace surfaces around the airport approach surfaces. transition surfaces, horizontal surfaces and conical surfaces.

Policy T-8.1.3: The City shall ensure that future changes to the Land Development Code shall be consistent with Chapter 333 of the Florida Statutes.

Objective T-8.2: The City shall continue to examine the concept of multiple land uses within Airport Restricted Zoned property.

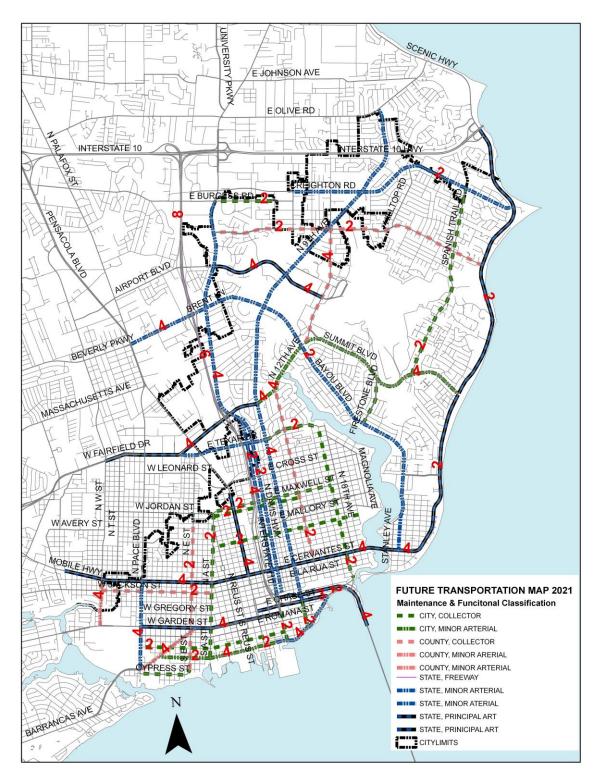
Policy T-8.2.1: The City shall consider a compatible multiple use concept for the open space area at the end of Runway 8/26, considering the environmental sensitivity of the Gaberonne wetland area.

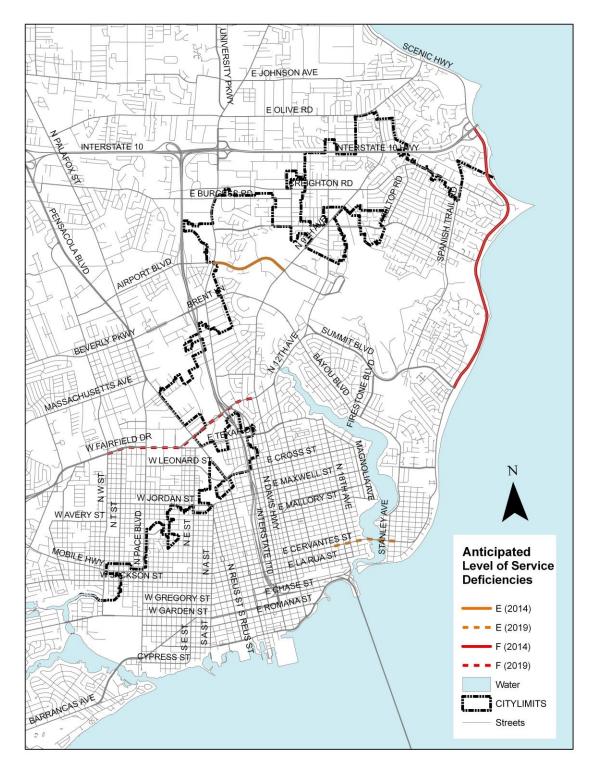
Policy T-8.2.2: The City shall consider the development of airport-related commercial activities within the ARZ zone but outside of runway protection zones, consistent with Chapter 333 of the Florida Statutes.

Objective T-8.3: The City shall continue to encourage Escambia County to enforce its airport land use compatibility regulations in the unincorporated area around the <u>Pensacola</u> <u>International Airport</u> <u>Pensacola Regional Airport</u>.

Policy T-8.3.1: The City should continue to coordinate with the County, particularly after the approval of the *FAR Part 150 Noise Study*, to assure that the County enforcement of noise regulations around the <u>Pensacola International</u> <u>Airport Regional Airport</u> is compatible with the City's noise regulations.

### City of Pensacola Future Transportation Map





City of Pensacola Anticipated Roadway Level of Service Deficiencies

#### **CHAPTER 3**

#### HOUSING

### GOAL H-1: An adequate supply of quality housing available to meet the needs of Pensacola households, now and in the future, in all neighborhoods.

Objective H-1.1: Monitor and evaluate the housing market within the City to assess how well supply addresses present and expected future needs in the planning period.

Policy H-1.1.1: Review population trends and new construction figures to identify future housing needs of City residents.

Policy H-1.1.2: Conduct periodic surveys to identify substandard housing structures.

Policy H-1.1.3: Coordinate with public agencies and the private sector to ensure that a sufficient quantity of dwelling units exists to meet the housing needs of the existing and anticipated population in the City, including households with special needs.

Objective H-1.2: Encourage the creation and conservation of a wide variety of housing development and redevelopment types throughout the City.

Policy H-1.2.1: <u>C</u>eontinue to provide incentives for the development of new dwelling units in situations where housing needs are not being adequately met by the private sector with special emphasis on the elderly, handicapped, very low to moderate income and workforce households. These incentives could include density bonuses, donation of City-owned property, payment of utility connections and impact fees, assistance with obtaining financing from local lending institutions, and expedited permitting.

Policy H-1.2.2 Encourage the efficient use of existing housing by promoting rehabilitation and adaptive re-use of non-residential buildings.

Policy H-1.2.3: Encourage the efficient use of infrastructure by focusing well-designed new and redeveloped housing on vacant, infill or underdeveloped land.

### GOAL H-2: Sufficient quality affordable housing to support the needs of present and future residents.

Objective H-2.1: Identify very low, low, moderate income and workforce housing needs and provide safe, decent and sanitary housing for existing and future residents at a

sufficient volume and variety and at an affordable price range as defined in Chapter 420, Florida Statutes.

Policy H-2.1.1: <u>'sHousing</u>Conduct a periodic <u>annual</u>-housing needs assessment plan to determine actual housing needs for very low, low, moderate income and workforce households.

Policy H-2.1.2: Continue to provide information about and pursue state and federal sources of funding designated for very low, low, and moderate income housing.

Policy H-2.1.3: Continue to work to improve the conditions of the housing stock by applying for and utilizing funds available through federal and State grants and programs.

Policy H-2.1.4: <u>Continue to distribute applicable Federal and State funds for</u> housing assistance throughout the City to provide for a wide variety of neighborhood settings<u>and housing choices</u> for <u>very low</u>, low and moderate income families <u>while avoiding</u> undue concentration in any given neighborhood.

Policy H-2.1.5: Research the possibility of obtaining dwelling units through donation, tax deed, purchase or other relevant means of acquisition for the purpose of making them available to low and moderate income families

Objective H-2.2: Continue to participate in the Community Development Block Grant Program to rehabilitate substandard owner-occupied housing units within the City in order to maintain existing residential neighborhoods.

Policy H-2.2.1: Continue to designate areas with high incidences of substandard dwelling units and low overall incomes as identified by census tract and other identified areas for timely and efficient rehabilitation activity and program implementation.

Policy H-2.2.2: Continue to provide temporary housing to households having their homes rehabilitated under the CDBG single-family owner-occupied housing rehabilitation program.

Objective H-2.3: Coordinate with other housing providers to foster efficient collaboration and provision of affordable housing.

Policy H-2.3.1: Continue to strive for a high level of intragovernmental and intergovernmental coordination between the City of Pensacola, Escambia County, and other public and private housing providers for all housing assistance efforts for very low, low and moderate income families.

Policy H-2.3.2: Coordinate with the major housing agencies in the area in developing, promoting, and maintaining housing counseling and training services to aid low and moderate income families in finding and maintaining housing compatible with their needs and income capabilities.

Policy H-2.3.3: Continue to implement regulations that are compatible with region-wide regulations for the allocation of very low, low and moderate income housing as stated in the Northwest Strategic Regional Plan Policy, and coordinate with Escambia County to provide for consistency in housing policies, regulations, and incentives.

Policy H-2.3.4: Continue to support the efforts of the Area Housing Commission by having City Council representation on their commission, and assisting in their efforts to locate and develop sites and housing programs for very low, low, and moderate income families.

Objective H-2.4: Encourage and facilitate the creation of quality affordable housing throughout the City.

Policy H-2.4.1: Continue to coordinate, support, and encourage attempts of private enterprises, non-profit groups, and civic organizations to build attractive, quality new dwelling units for households across the full spectrum of income ranges and for those with special needs.

Policy H-2.4.2: Encourage new housing units available to low and moderate income persons by lowering the cost of developing such units through incentive programs to the developers and applying for and utilizing available and eligible federal and state housing programs designed to assist low and moderate income families.

Policy H-2.4.3: Continue to initiate new, and support existing, public or public/private partnership for the provision of new rental units and new owner-occupied housing units for very low, low and moderate income households.

Objective H-2.5: Develop innovative programs and policies to create and preserve sustainable affordable housing.

Policy H-2.5.1: Continue to establish partnerships with local lending agencies that will explore, develop and promote creative ways of financing owner occupied housing for low and moderate income families, the improvement of substandard units and the development of standard ones. All agencies involved in the provision of affordable housing within the City are invited to participate in this "partnership."

Policy H-2.5.2: Encourage the replacement of obsolete public housing units with a quality mixture of for-sale and mixed-income rental properties with supportive services on site.

Policy H 2.6.3: Encourage The City shall Develop and implement inclusionary zoning standards for the provision of quality affordable housing in areas where it is determined that the demand for housing affordable to low, moderate and workforce families has not been addressed by the local market. Such inclusionary standards shall include provisions for new residential construction or the payment of a fee in lieu (existing Policy 1.1.8 and EAR)

Policy H-2.5.3: Encourage affordable housing through the exploration of innovative design and regulations in the Land Development Code.

<u>Policy H-2.5.4:</u> <u>Continue to offer incentive for infill housing development</u> through its liens waiver policy for affordable housing.

Policy H-2.5.5: Present a periodic progress report in creating and preserving sustainable affordable housing to the Planning Board of the City of Pensacola and the Mayor.

# **GOAL H-3:** A range of housing options to support the spectrum of a diverse and vibrant population.

Objective H-3.1: Encourage a variety of quality housing types to meet the needs, financial abilities and preferences of present and future Pensacola residents.

Policy H-3.1.1: Encourage the provision of quality affordable housing in areas where it is determined that the demand for housing affordable to low, moderate and workforce families has not been addressed by the local market.

Policy H-3.1.2: Continue to provide for different intensities of attractive single family development to reflect differences in the existing and desired character of single family areas across the City.

Policy H-3.1.3: Continue to permit and encourage accessory dwelling units in appropriate residential zoning districts, subject to regulations designed to limit impacts and protect neighborhood character, in order to create attractive and affordable rental opportunities and provide greater flexibility for homeowners.

Policy H-3.1.4: Support mixed-income housing developments including quality, affordable, rental or for-purchase workforce housing, especially along transit lines in the inner city and urban core.

Policy H-3.1.5: Encourage mixed-income rental housing that allows both marketrate and subsidized units of equal quality and aesthetic appeal in the same development.

Policy H-3.1.6: Continue to allow residentially designed manufactured home units on individual lots in the R-1A, R-2A, R-NC, C-1, C-2, and C-3 zoning districts and as a conditional use in the R-1AA zoning district. Residentially designed manufactured home units shall be permitted in approved mobile home parks existing as of May 1, 1991, and in approved manufactured home parks. Standard design manufactured home units shall be permitted in approved mobile home parks existing as of May 1, 1991, and in approved manufactured home parks.

Policy H-3.1.7: <u>Continue to</u> identify opportunities and encourage redevelopment and attractive infill development that maintains the single-family character of an area, but allows for a greater range of residential housing types, i.e. garage apartments, cottages, tandem houses.

Policy H-3.1.88: Explore the creation of an independent not-for-profit entity to perform land trust and land banking activities to preserve and promote a range of housing options.

Objective H-3.2: Promote a range of housing options to support the population throughout all life stages and capabilities.

Policy H-3.2.1: Improve the balance in the City's population by attracting a proportionate share of the region's families with children through appropriate housing options in order to encourage stabilized neighborhoods and a vital public school system.

Policy H-3.2.2: Facilitate people who are aging to remain in their own neighborhoods and homes as their needs change by supporting shared housing, accessory dwelling units, adult foster homes, and other assisted residential living arrangements.

Policy H-3.2.3: Encourage the development of housing accessible to people with physical limitations and the adaptation of existing homes to improve accessibility for people of all ages and capabilities.

Policy H-3.2.4: Support and technical assistance shall be given through intergovernmental coordination to handicapped service organizations within the City to help provide them with the infrastructure and public facilities necessary to support and encourage independent living for clients of their programs.

Policy H-3.2.5: Continue to include measures in the Land Development Code that assure that group homes and foster care facilities can be developed in residential zones in proximity to convenient support services in accordance with federal, state and local regulations.

Objective H-3.3: Recognize the importance of housing to economic development efforts, and encourage the provision of a wide variety of housing types that support the retention, expansion and creation of desirable employment opportunities and a competitive workforce.

Policy H-3.3.1: Support housing development by considering the cumulative impact of City regulations on the protection and improvement of existing housing and on the ability of housing developers to provide quality under-represented housing types that are affordable to and appeal to the full spectrum of the workforce.

Policy H-3.3.2: City ordinances, codes, land development regulations and the permitting process shall be reviewed from time to time and amended, where necessary, for the purpose of eliminating excessive requirements in order to increase private sector participation in meeting housing needs.

Policy H-3.3.3: Allow an exemption from concurrency, pursuant to F.S. 163.3180, for certain affordable workforce housing units developed consistent with s.380.0651(3).

Policy H-3.3.4: Continue to provide expeditious and timely review of development and permit applications.

Policy H-3.3.5: Continue to work to reverse the declining residential population of the City, both in total number as well as in diversity of age, education attainment and working status. promote a variety of housing development that will support and increase a diverse residential population.

Objective H-3.4: Promote context-appropriate residential <u>re</u>development in the downtown, urban core and inner-city areas.

Policy H-3.4.1: Promote and encourage the use of higher density within the downtown and inner city to creating sufficient mass to establish cohesive residential neighborhoods.

Policy H-3.4.2: Support downtown mixed-use development consistent with the Goals of the Comprehensive Plan's Land Use Element and CRA Downtown Master Plan strategies.

Policy H-3.4.3: Encourage utilization of vacant upper floors in the downtown business district for residential development for loft and non-suburban style apartments.

Policy H-3.4.4: Encourage production of high quality multi-family rental and forsale units such as apartments, condominiums or co-ops and single family attached units such as townhouses and rowhouses in the downtown area at rents and prices affordable to the majority of younger professionals, empty nesters and urban families with above moderate, but below upper level incomes through development incentives.

Policy H-3.4.5: Physically revitalize and modernize inner-city neighborhoods by providing appropriate incentives for mixed-income home ownership opportunities combined with multi-family rental units and retail space that reflect traditional neighborhood design.

# GOAL H-4: Vibrant, stable neighborhoods that represent the unique diversity of Pensacola's past, present, and future.

Objective H-4.1: Maintain the stability of existing neighborhoods while expanding opportunities for housing choices.

Policy H-4.1.1: Encourage conservation, where appropriate, of the existing supply of standard housing by continued code enforcement and demolition of deteriorated structures which are beyond repair.

Policy H-4.1.2: Continue to encourage private investment in the conservation of residential structures within the City limits.

Policy H-4.1.3: Continue to encourage revitalization of neighborhoods not designated as a formal "historic district" and provide adequate control over the new development and redevelopment by establishing development guidelines that will maintain the aesthetic quality of the area. These guidelines will be included in a Land Development Code amendment.

Objective H-4.2: Increase opportunities for new housing development while balancing the equally important objective of ensuring that new development is compatible with neighborhood character.

Policy H-4.2.1: In order to maintain a consistent and appealing character in residential areas, seek to ensure through development standards that new and converted structures are aesthetically compatible with existing development and reflective of the character of that development in terms of scale, open space, setbacks, siting and unit orientation.

Policy H-4.2.2: Promote denser, but still human-scaled neighborhoods by permitting multifamily building types with height limits and development standards that promote a strong relationship between individual dwellings and the ground level.

Policy H-4.2.3: Physically revitalize and modernize inner city neighborhoods by providing appropriate incentives for mixed income home ownership opportunities combined with multi-family rental units and retail space that reflect traditional neighborhood design.

Objective H-4.3: Preserve and enhance the unique identities and character of housing in traditional or older neighborhoods.

Policy H-4.3.1: Encourage the rehabilitation and maintenance of existing sound housing to conserve physical assets that contribute to a neighborhood's desired character.

Policy H-4.3.2: Encourage housing design that supports the conservation, enhancement and continued vitality of areas of the City with special scenic, historic, architectural or cultural value.

Policy H-4.3.3: In addition to exploring the development of "special district" ordinances, the City shall continue to provide ordinances to preserve neighborhood character and viable housing stock with the support of public agencies and neighborhood-based organizations.

Objective H-4.4: Redevelopment of the housing stock in distressed and deteriorated neighborhoods.

Policy H-4.4.1: Maintain housing quality by encouraging the revitalization of housing stock to meet minimum building construction standards that exceeds minimum construction standards.

Policy H-4.4.2: Promote housing opportunities that build a sense of community and neighborhood pride through quality design and aesthetic appeal.

Policy H-4.4.3: Continue to enhance the quality of the design of new infill residential development.

Objective H-4.5: Quality schools at the heart of that support vibrant, attractive neighborhoods.

Policy H-4.5.1: Recognize the interconnected importance of quality neighborhood school retention in larger with community economic development, neighborhood stability, diversity and sustainability efforts.

Policy H-4.5.1: In partnership with other agencies, encourage the maintenance and improvement of urban schools to preserve and enhance neighborhood quality and vitality.

Policy H-4.5.2: Support the viability of urban schools by encourageing residents and families to locate or remain in underutilized urban school districts.

Policy H-4.5.3: Utilize, where appropriate, homeownership and rehabilitation incentives to attract families to underutilized school districts, <u>including incentives</u> to the private sector to maintain a housing production capacity sufficient to meet the needs of workforce families.

# GOAL H-5: Sustainable, environmentally-friendly neighborhoods that enhance the City's livability.

Objective H-5.1: Encourage the greatest concentration of housing in areas with convenient access to transit, a mix of activities, a range of residential services and amenities and opportunities to live within walking distance of employment.

Policy H-5.1.1: Encourage "walkable," mixed-use, mixed-income communities that offer a variety of services, multiple housing options and diverse residents to create a stimulating urban lifestyle.

Policy H-5.1.2: Encourage economic development, retail opportunities and incentives for the downtown CRA and inner-city redevelopment districts to support a vibrant urban living experience.

Policy H-5.1.3: Continue to support low-impact home-based businesses and "cottage industries" in mixed-use districts and residential areas while ensuring that those proposed for residential areas do not negatively impact residential neighborhoods.

Policy H-5.1.4: Promote a residential development pattern with increased availability of housing at densities that promote walking and transit use near employment concentrations, residential services and amenities.

Objective H-5.2: Ensure that new residential development is consistent with the environmental capacity of the site and the character of the surrounding area.

Policy H-5.2.1: Continue to utilize flexible development options, including cluster development, to preserve the environmental integrity and viability of the site and surrounding area.

Policy H-5.2.2: Foster flexibility in the division of land and the siting of dwellings and other improvements to reduce the development's impact on environmentally sensitive areas and resources.

Policy H-5.2.3: Continue to provide supporting infrastructure improvements and maintenance of leisure services facilities, such as parks and open space, available to existing neighborhoods and new housing developments.

Policy H-5.2.4: Continue to offer reduced parking requirements for housing where impacts on surrounding neighborhoods are minimal as identified in the land development code.

Policy H-5.2.5: Minimize the exposure of housing to excessive off-site environmental impacts including pollution, noise, vibration and odors associated with industrial or commercial uses through landscaping and streetscape screenings.

Objective H-5.3: Energy-efficient homes that minimize their impact on the environment while energy decreasing costs to residents.

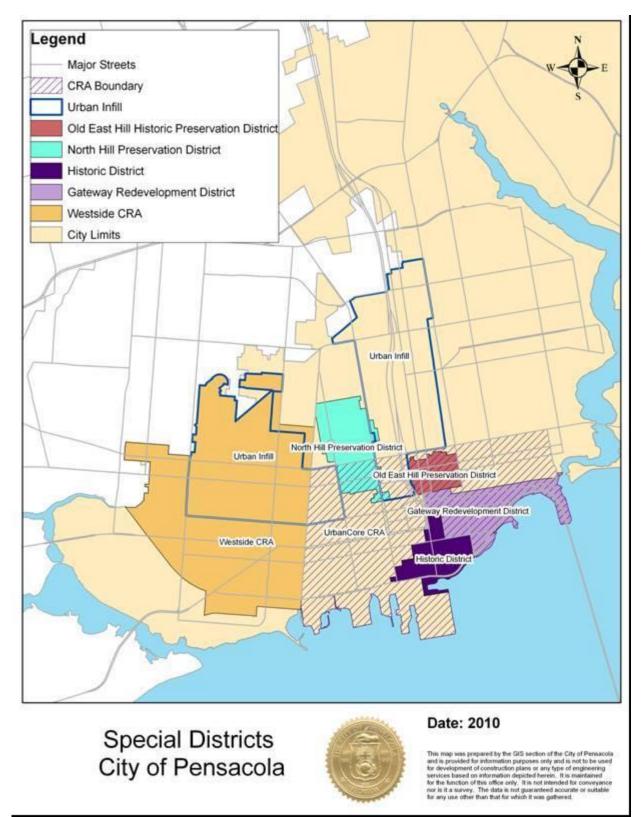
Policy H-5.3.1: Consider, where appropriate, revisions to the land development code that will support the development of energy efficient infill housing.

Policy H-5.3.2: Encourage the use of eco-friendly, "green," sustainable building standards in residential projects.

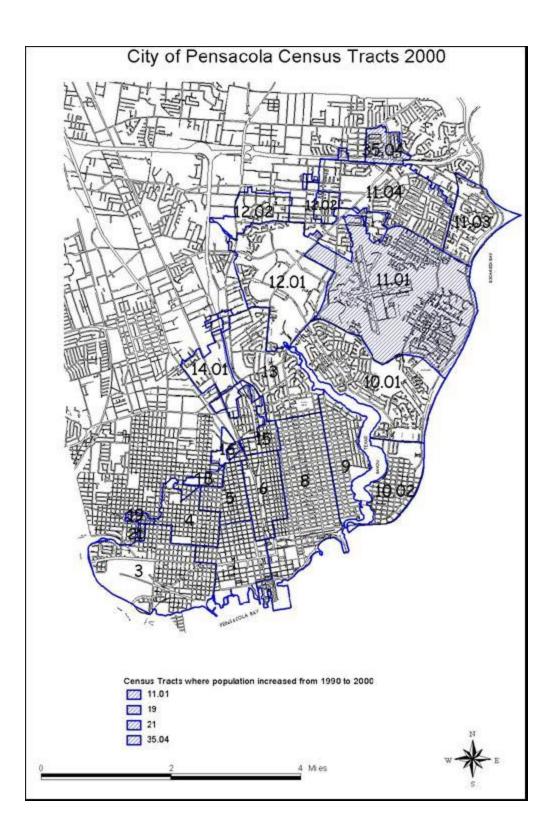
Policy H-5.3.3: Encourage the use of the most feasible, safe and energy-efficient systems and methods for constructing rental and home ownership housing to increase its useful life.

Policy H-5.3.4: For qualifying households and homes, the City shall utilize existing weatherization programs and encourage the use of energy efficiency programs available through local agencies like Gulf Power and Energy Services of Pensacola.

City of Pensacola Special Districts



City of Pensacola Census Tracts



### **CHAPTER 4**

### PUBLIC FACILITIES

GOAL PF-1: The City shall make provision of the necessary solid waste, sanitary sewer, <u>stormwater</u> drainage and potable water facilities for the purpose of meeting existing and projected public facility demands within the City of Pensacola.

Objective PF-1.1: The City and/or the appropriate agency shall correct public facilities deficiencies as described in the Public Facilities and the Capital Improvements Chapters of the Comprehensive Plan.

Policy PF-1.1.1: The following level of service standards shall be utilized so that development permits are issued concurrent with adequate public facilities capacity:

Solid Waste - 4.52 pounds per capita per day

Drainage - LOS A - tolerates street flooding to a depth of 3 inches or less in the gutters when the rest of the pavement is passable, and allows open or green space flooding of up to 12" as long as there is no threat to public health or safety, or permanent impediment to the intended use of the property; LOS B - tolerates flooding of entire street surface up to 4" <u>at centerline of roadway</u>; LOS C - tolerates structure flooding; based on the following design criteria:

- \* In existing developments adequate drainage capacity to accommodate run-off associated with a 3-year, 12-hour design storm for collection systems;
- In new developments adequate drainage capacity to accommodate a 25 100-year, 12 24-hour critical duration design storm (predevelopment rate) for collection systems and for retention and detention ponds. As a minimum the first 1/2 1"" of runoff must be retained on the site of the development. At the discretion of the City Engineer, retention standards may be increased beyond the 1/2 -1"" minimum retention standards and the 100-year design storm on a site specific basis.

Objective PF-1.2: The City shall participate with the Emerald Coast Utilities Authority (<u>ECUA</u>) in the preparation of the ECUA's 5-Year Capital Improvements Plan to ensure the future provision of sanitary sewer and potable water facilities.

Sanitary Sewer - No existing deficiencies identified

Potable Water - No existing deficiencies identified

Policy PF-1.2.1: The following level of service standards shall be utilized so that development permits are issued concurrent with adequate public facilities capacity:

Sanitary Sewer - 100 gallons per capita per day (gpcd) for average flow capacity and 200 gpcd for peak flow capacity.

Potable Water - 118 gallons per capita per day for Zone 1 and 146 gallons per capita per day for Zone 2.

Objective PF-1.3: The City shall:

- 1. Coordinate the extension of, or increase in the capacity of, sanitary sewer or potable water facilities with ECUA based on population projections and the development of land as described in the Future Land Use Chapter and delineated on the Future Land Use Map Series.
- 2. <u>Routinely U update the City's current Stormwater Master/Management</u> Plan, <u>dated April, 2019</u>, in order to assess need to extend or increase capacity of the municipal drainage system.

Policy PF-1.3.1: The City shall monitor and verify the availability and capacity of public facilities prior to issuing development permits so that a determination can be made as to whether adequate capacity will be available concurrent with the impacts of the development.

Policy PF-1.3.2: No City development permits will be issued for new development, which will result in increased demand on City or ECUA controlled public facilities beyond their design capacities based on adopted level of service standards, unless the necessary facilities are available concurrent with the impacts of the development.

Policy PF-1.3.3: The City shall prepare an annual summary of capacity and demands for drainage and solid waste facilities and the ECUA will prepare annual summaries of capacity and demand for sanitary sewer and potable water facilities within the City limits pursuant to the Uniform Special District Accountability Act of 1989.

Objective PF-1.4: The City shall maximize the use of existing drainage facilities through efficient and timely maintenance and shall propose an interlocal agreement with Escambia County and the ECUA, which will describe provisions under which sanitary sewer and potable water facilities will be expanded so as to discourage urban sprawl.

Policy PF-1.4.1: The following priorities shall be established in providing for public facility needs:

- 1. Correction of existing deficiencies;
- 2. Replacement of existing facilities as they deteriorate, unless these facilities are located in an area that is deemed hazardous to human safety or environ-mentally unsound; and,
- 3. Provision of future facility needs when developments comply with all other requirements of the Comprehensive Plan.

Policy PF-1.4.2: Through provisions of the proposed interlocal agreement, ECUA shall be required to upgrade, maintain and expand sanitary sewer and potable water facilities in existing developed areas in the City and the County at a higher priority than that of construction and/or expansion into undeveloped areas, especially when such expansion fosters urban sprawl.

Objective PF-1.5: The City of Pensacola has implemented, and will continue to operate, a solid waste management programs for the separation of domestic waste into recyclable and non-recyclable categories in order to reduce overall quantities of landfilled waste by 30% in accordance with Chapter 187.201(13), F.S., to the maximum extent economically feasible.

Policy PF-1.5.1: Projected solid waste landfill demands through the year 2019 will be met through the interlocal agreement with Escambia County regarding the utilization of the County's resource recovery facility.

Policy PF-1.5.2: The City of Pensacola will continue to conduct solid waste separation programs using the most feasible separation techniques.

Policy PF-1.5.3: The City will continue a public information/education campaign concerning the City's solid waste management program.

Policy PF-1.5.4: The City shall encourage the use of xeriscaping<sup>©</sup> (i.e., the use of native vegetation in its natural state by residents so that less yard waste will be generated by mowing and pruning activities) through education of City residents.

Policy PF-1.5.5: The City of Pensacola will conduct periodic studies on future solid waste management techniques.

GOAL PF-2: Provision of sanitary sewer, solid waste, drainage and potable water facilities shall be done in a manner which reasonably ensures the maintenance and integrity of environmental quality, as well as protection and maintenance of groundwater aquifer recharge areas, surface groundwater and receiving waters.

Objective PF-2.1: The City shall coordinate with the ECUA and Escambia County in efforts to reduce effluent discharge to surface water.

Policy PF-2.1.1: When considering a site for a sewage treatment plant, the City shall encourage ECUA to consider locations close to facilities, crop lands, etc., which can use the effluent generated by the plant.

Policy PF-2.1.2: The City will coordinate with the ECUA and the Escambia County Health Department to identify the location of individual septic tanks in the City for the purpose of discontinuing septic tank use and requiring utilization of the sewer collection system.

Policy PF-2.1.3: The City will review cumulative impact of new development on natural resources.

Policy PF-2.1.4: The City shall continue to monitor the implementation actions of the Escambia/Santa Rosa Coast Resources Planning and Management Committees and recommend area-wide compliance with the policies pertaining to wastewater facilities planning.

Policy PF-2.1.5: Where economically feasible, the City will support ECUA's efforts to require impact fees on developments which create a demand for additional public facilities, sufficient to finance the development's share of the cost.

Objective PF-2.2: The City shall continue to require all new development, and redevelopment where economically feasible, to protect natural drainage features and sensitive environmental resources by implementing stormwater management and erosion control practices, which comply with regulations adopted in the revised Land Development Code.

Policy PF-2.2.1: The City shall monitor stormwater management facilities on City-owned lands that are adjacent to or contain natural water systems to minimize impact.

Policy PF-2.2.2: The City shall continue to develop cooperative approaches to restoring and managing regionally significant natural systems through implementation of the recommendations from the *Escambia County/City of Pensacola Stormwater Plan* and the *Pensacola Bay System S.W.I.M. Plan*.

Objective PF-2.3: The City's Land Development Code shall be revised where necessary to assure that development, which adversely affects functioning natural systems, is minimized or prevented.

Policy PF-2.3.1: The City shall protect the hydrologic and ecologic function of estuarine systems by designating areas as Conservation Land Use Districts and through the implementation and enforcement of "Resource Protection Overlay Districts".

Overlay Zoning Districts are as follows:

- X Wellhead Protection District The purpose of this district is to avoid risks of damage to sources of drinking water by prohibiting within close proximity of public water wells certain land uses, facilities and activities which involve a reasonable likelihood of discharges of pollutants into or upon surface of ground waters.
- X Bayou Texar Shoreline protection District The purpose of this district is to establish standards which recognize and protect the environmental resources of the Bayou Texar shoreline. This district ensures the preservation of the natural buffering effect of open spaces along the shoreline for storm surge abatement and the filtering of stormwater runoff.
- X Escambia Bay Shoreline Protection District The purpose of this district is to establish standards, which recognize and protect the unique scenic vistas and environmental resources of the Escambia Bay shoreline.

Policy PF-2.3.2: The City shall continue to enforce all ordinances, which relate to drainage, stormwater management, litter, and sedimentation and erosion control.

Policy PF-2.3.3: The City shall continue to provide technical assistance for the development of non-structural approaches to stormwater drainage control.

Policy PF-2.3.4: The City shall continue to encourage use of permeable surfaces for parking lots, patios, sidewalks, driveways, etc.

Objective PF-2.4: The City shall develop a public information campaign about watershed management (either on its own or in conjunction with other applicable agencies or governmental entities).

Policy PF-2.4.1: The City shall coordinate with Escambia County, the Escambia County School Board, ECUA and the NWFWMD in funding and/or developing educational materials which will be utilized for public information purposes on watershed management.

Policy PF-2.4.2: The City shall coordinate with the Escambia County Agriculture Extension Service and/or other appropriate agencies in developing landscape design and/or urban forestry programs, which promote the preservation of native vegetation for the purpose of sedimentation and erosion control.

Objective PF-2.5: The City of Pensacola shall coordinate with the County, the ECUA and the NWFWMD to promote water conservation through identifying methods of reducing sanitary sewer flows and pumping of potable water.

Policy PF-2.5.1: The City shall coordinate with the Emerald Coast Utilities Authority (ECUA) to develop a public information campaign concerning water conservation.

Policy PF-2.5.2: The City shall coordinate with Escambia County, the Escambia County School Board, ECUA and the NWFWMD in the continued funding and/or development of educational materials which will be utilized for public information purposes on water conservation.

Policy PF-2.5.3: The City shall coordinate with Escambia County, the Escambia County School Board, ECUA, and the NWFWMD in researching all funding mechanisms which are available for establishing a water conservation campaign.

Policy PF-2.5.4: The City shall continue to enforce codes and ordinances requiring water-saving devices in new and rehabilitated construction and encouraging or requiring use of permeable surfaces for parking lots. The City shall consider incentives for developments, which utilize water conservation technology, not to exclude energy conservation technology such as water-sourced heat pumps.

Policy PF-2.5.5: The City shall coordinate with ECUA in studying the development of irrigation systems, which utilize water sources other than the groundwater aquifer for City-owned building sites, recreational sites or public rights-of-way.

Policy PF-2.5.6: The City shall coordinate with the Escambia County Agriculture Extension Service and/or other appropriate agencies in developing landscape design and/or urban forestry programs, which promote the use of indigenous vegetation for the purpose of conserving water used for irrigation. This coordination may be either in the form of shared funding or manpower.

Objective PF-2.6: The City shall continue to enforce its Land Development Code regulations protecting the function of the Sand and Gravel Aquifer.

Policy PF-2.6.1: The City shall utilize maps contained in the *Wellhead Protection Area Delineation In Southern Escambia County, Florida, Water Resources Special Report 97-4, December 1997*, prepared by the Northwest Florida Water Management District, as may be amended, and included by reference, to identify wellhead protection areas around existing water wells and shall continue to cooperate with the Emerald Coast Utilities Authority in reviewing land use regulations within these areas. Policy PF-2.6.2: The City shall protect all water recharge areas within the City through enforcement of all existing ordinances adopted in the Land Development Code, including but not limited to the following:

- 1. Open space requirements;
- 2. Amount of impervious surfaces permitted in critical water recharge areas;
- 3. Stormwater management;
- 4. Erosion control; and
- 5. Landscaping and vegetation protection.

Objective PF-2.7: The City shall continue to cooperate in developing a hazardous waste management program in coordination with State and County governments and agencies for the proper collection, storage, disposal and transport of hazardous wastes generated within the City.

Policy PF-2.7.1: The City shall continue to respond to all hazardous materials incidents in the City in compliance with Title III of the Superfund Amendment and Re-authorization Act of 1986 and the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act of 1988.

Policy PF-2.7.2: The City shall promote the use of scheduled amnesty days for the appropriate collection of hazardous wastes.

Policy PF-2.7.3: All industries with hazardous wastes shall be required to develop a spill clean-up plan, provide storage facilities for hazardous wastes generated on site, and provide for safe transport of any hazardous waste.

Policy PF-2.7.4: The City shall coordinate with County, State and Federal agencies in the development and compliance of hazardous waste management programs.

Policy PF-2.7.5: The City shall regulate the use and disposal of hazardous materials and wastes within critical aquifer protection areas and within wellhead protection zones.

### GOAL PF-3: The City shall encourage the use of energy efficient and environmentallybeneficial activities and products for public facility use.

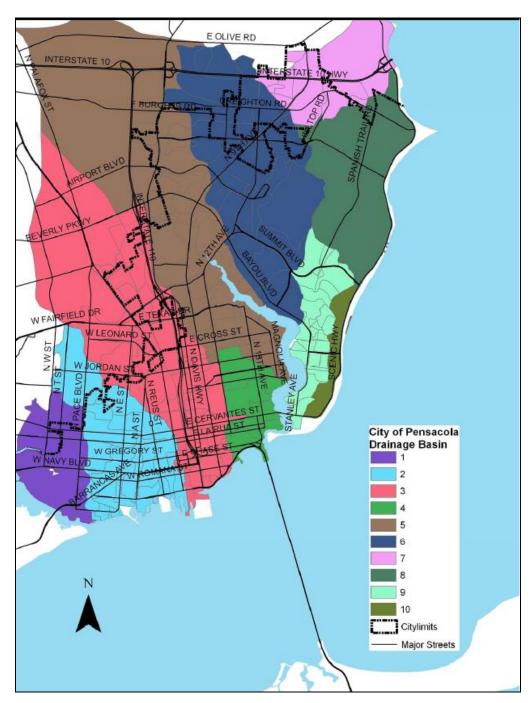
**Objective PF-3.1**: The City shall encourage construction of new facilities and purchase of equipment to be used with environmentally beneficial equipment.

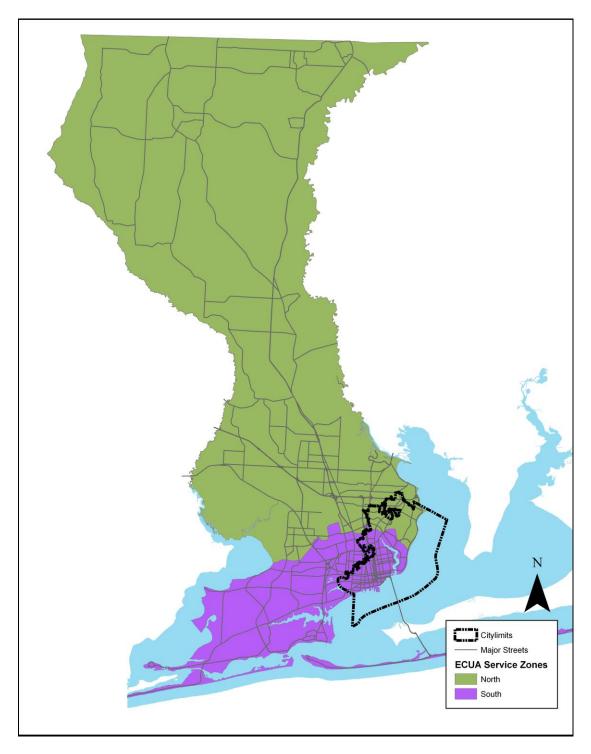
**Policy PF-3.1.1**: The City shall encourage all new public facilities to be constructed utilizing energy and resource efficient techniques and systems

including benchmarks from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Green Building Rating Systems. The City shall also encourage LEED certification where appropriate and feasible.

**Policy PF-3.1.2**: The City shall exclusively purchase environmentally-beneficial equipment such as Energy-Star qualified products when cost feasible.

City of Pensacola Drainage Basins





Emerald Coast Utility Authority Service Zones

### **CHAPTER 5**

#### COASTAL MANAGEMENT

GOAL CM-1: The City shall manage the coastal system natural resources within the City limits in a manner that will maintain or enhance environmental, recreational, historic and economic qualities, protect human life, and limit public expenditures in coastal areas.

Objective CM-1.1: The City shall encourage shoreline development of those land uses which are dependent on or related to access to the water.

Policy CM-1.1.1: Shoreline development in Coastal High Hazard Area (CHHA) shall be prioritized as follows to the maximum extent feasible

- A. Water dependent uses
  - 1. Commercial
  - 2. Light industrial
- B. Water related recreation
- C. Residential
- D. Commercial

Policy CM-1.1.2: All City owned or City financed waterfront development, except for industrial uses, shall provide for public waterfront access.

Policy CM-1.1.3: The City shall encourage and coordinate in the development of additional marina facilities and fishing piers provided they meet the following criteria:

- \* The use is compatible with surrounding land uses.
- \* Upland support services are available.
- \* A hurricane contingency plan is in place.
- \* The water quality concerns have been addressed.
- \* A plan is in place for mitigation actions in the event that the environment is adversely affected.
- \* The economic need and feasibility for the facility have been established.

Policy CM-1.1.4: The City shall continue to provide for the siting of waterdependent and water-related uses through the zoning guidelines of the appropriate land use districts.

Policy CM-1.1.5: The City shall continue to utilize and develop its deepwater port, coordinating the port's activities with other City, County, regional, state and federal agencies in the following areas: transportation, land use, natural and manmade hazards, protection of natural resources. Policy CM-1.1.6: The City shall enhance the urban waterfront through proper land use planning, the public acquisition of land for parks and open space, and the establishment of downtown waterfront pedestrian connections.

Objective CM-1.2: The City shall limit public expenditures that subsidize development in the Coastal High Hazard Area (CHHA) except for restoration or enhancement of natural resources.

Policy CM-1.2.1: The Coastal High Hazard Area (CHHA) will be the area seaward of the elevation of the Category 1 storm surge line as established by a Sea, Lake and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.

Policy CM-1.2.2: Public funds shall be expended in the CHHA only in developments: that comply with residential densities adopted in this plan that will produce no adverse affects to the surrounding land uses or the environment without approved mitigation plans; and/or, that would further open up the waterfront to public access.

Policy CM-1.2.3: The City shall take whatever actions that are necessary so that all public facilities located near the City's shoreline or in the CHHA are resistant to storm events and meet all the building standards for the hurricane-force winds and floods.

Objective CM-1.3: In accordance with the City's land development code, the City shall continue to direct high density population developments away from the City's CHHA.

Policy CM-1.3.1: Future residential land use in the CHHA shall be limited to the following densities by location:

- \* Low density along Escambia Bay north of Hyde Park Road and south of Gadsden Street, and along both shores of Bayou Texar.
- \* Medium density along Pensacola Bay (except for the Historic District), and along Bayou Chico.
- \* High density Historic District.

Policy CM-1.3.2: Future residential land use developments in the dense business area constructed in the CHHA shall be limited to medium density (18 or fewer residential dwelling units per acre). Allowable density above the medium density limit established by future land use category may be transferred to portions of the development site outside the CHHA.

Objective CM-1.4: The City shall provide, and if necessary increase, public access to available shoreline consistent with estimated need.

Policy CM-1.4.1: The City will limit vacations of public rights-of-way to maintain the public access to shorelines.

Policy CM-1.4.2: The City will continue to work with Escambia County to maintain and increase shoreline access to the public.

Policy CM-1.4.3: The City shall review and enforce the public access requirements of the Coastal Zone Protection Act of 1996.

Policy CM-1.4.4: The City shall coordinate land use plans for shoreline access to include proper circulation routes and parking facilities necessary for the particular locations and uses.

Policy CM-1.4.5: The City shall coordinate with the Escambia County Transit System for provision of public transportation to shoreline facilities.

Policy CM-1.4.6: The City shall promote public access and increase overall connectivity between existing neighborhoods and Pensacola Bay.

Objective CM-1.5: The City shall allow development in the CHHA only if it will not create a deficiency in the adopted minimum levels of service.

Policy CM-1.5.1: Level of service standards in the CHHA shall be consistent with those of the rest of the City.

Policy CM-1.5.2: The City shall take all appropriate steps to provide that funding for infrastructure will be phased to coincide with the demands generated by development or redevelopment in the CHHA provided the development meets all the requirements of density and use set forth in the Future Land Use Plan and is consistent with coastal resource protection and safe evacuation.

Objective CM-1.6: The City shall coordinate with State, regional and county agencies in evaluating major evacuation routes and determining where operational improvements can be made to maintain or reduce hurricane evacuation times and shall work with the Civil Defense and Red Cross in identification and provision of adequate emergency shelter.

Policy CM-1.6.1: In the event of a natural disaster, the City shall respond to the instruction and guidance of the Escambia County Civil Defense office and follow the recommendations from the *Tri-State Hurricane Evacuation Study* for evacuation procedures.

Policy CM-1.6.2: The City shall periodically review the natural disaster plan, taking into consideration the capacity of evacuation routes as compared to the predicted population density listed in the Future Land Use Plan Element and other publications relating to natural disaster planning.

Objective CM-1.7: The City will update post-disaster redevelopment plans based on building and construction regulations, city codes, and intergovernmental reports in coordination with Escambia County in order to minimize or eliminate the exposure of human life and property to natural disaster hazards, as necessary.

Policy CM-1.7.1: The City will enforce and/or establish any necessary building and development codes to minimize damage to human life and property from a natural disaster.

Policy CM-1.7.2: The City will continue to participate in the National Flood Insurance Program.

Policy CM-1.7.3: Following a natural disaster, the City will seek Federal Acquisition and donation of properties along CHHA that have been damaged beyond repair, provided for by section 1362 of the NFIP.

Policy CM-1.7.4: The City shall identify all areas needing redevelopment to reduce or eliminate unsafe conditions and inappropriate uses in the CHHA.

Policy CM-1.7.5: The Post-Disaster Redevelopment Plan shall establish policies for the following: differentiating between repair and clean-up actions which are needed to protect public health and safety and those actions which constitute long-term repair and redevelopment activities; practices for removal, relocation or structural modification of damaged infrastructure and unsafe structures; limiting redevelopment in areas of repeated damage; and incorporating recommendations of interagency hazard mitigation reports into the local Comprehensive Plan.

Policy CM-1.7.6: The City shall develop regulatory or management techniques for general hazard mitigation including regulation of: beach alteration; stormwater management; and sanitary sewer facilities.

Policy CM-1.7.7: The City shall incorporate the recommendations of the hazard mitigation annex of the local peacetime emergency plan and applicable existing interagency hazard mitigation reports.

## GOAL CM-2: The City shall ensure the highest environmental quality feasible, the City will seek to conserve, protect, and properly manage its natural resources.

Objective CM-2.1: The City shall protect, conserve or enhance coastal wetlands, living marine resources and wildlife habitat.

Policy CM-2.1.1: The City shall limit the specific and cumulative impacts of development and redevelopment which will have adverse effects on wetlands, water quality, wildlife habitat, living marine resources and beach systems by prohibiting these developments unless mitigation actions are specified or by withholding public funds from these projects.

Policy CM-2.1.2: By the year 2021, the City shall restore or enhance disturbed or degraded natural areas for City-owned property including beaches, estuaries, wetlands, shoreline ecosystems, and drainage systems and shall establish programs to mitigate future disruptions or degradations.

Policy CM-2.1.3: The City shall establish standards for new development adjacent to wetlands to reasonably assure that the quality and quantity of their stormwater discharge does not adversely impact the physical and/or ecological features of those habitats.

Policy CM-2.1.4: With respect to acquisition, the City, where feasible, shall protect, conserve, or enhance coastal wetlands, living marine resources and wildlife habitat unduly threatened by development through establishment of public or private conservation easements or other available means as deemed appropriate.

Objective CM-2.2: The City shall maintain and improve estuarine environmental quality.

Policy CM-2.2.1: The City shall coordinate with Escambia County and the City of Century through the existing interlocal agreement to conduct stormwater management plans which will provide recommendations for preventing estuarine pollution, controlling surface water runoff and protecting living marine resources.

Policy CM-2.2.2: The City shall review and contribute to any updates of the Comprehensive Plans in surrounding jurisdictions and other policy plans that would affect implementation of local estuarine protection goals.

Policy CM-2.2.3: With respect to acquisition, the City, where feasible, shall protect, conserve, or enhance estuarine environmental quality unduly threatened by development through establishment of public or private conservation easements or other available means as deemed appropriate.

Policy CM-2.2.4: The City shall work with local organizations, regional, state agencies to establish procedures to protect and increase the water quality near existing shorelines.

Objective CM-2.3: The City shall reasonably assure that impacts of man-made structures on beach systems are minimal.

Policy CM-2.3.1: Construction in the CHHA shall conform to regulations set forth in the Land Development Code for floodplain management.

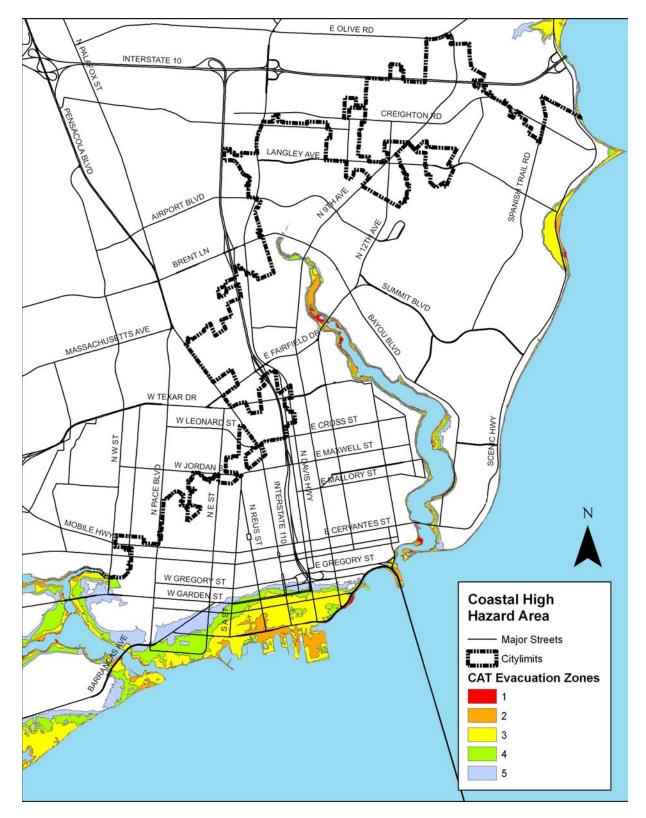
Objective CM-2.4: The City shall coordinate with the West Florida Historic Preservation, Inc. and other appropriate agencies in the protection, preservation or sensitive reuse of historic resources.

Policy CM-2.4.1: The City shall continue to support the Historic Pensacola Preservation Board in its efforts to identify historic sites and register them with the proper agencies.

Policy CM-2.4.2: Through historic zoning district guidelines and building codes, the City shall continue to establish controls for safe construction practices and for retaining the character of development within the districts.

Objective CM-2.5: The City shall continue to discourage off shore oil and gas drilling in the coastal areas of North Florida, and the City shall continue to demand accountability for clean-up of any leaks or spills of oil or oil products as well as other contaminants and pollutants.

Policy CM-2.5.1: The City shall continue to cooperate with other local and state agencies in opposition to the leasing of coastal area waters for offshore oil and gas drilling through appropriate actions. Further, the City shall cooperate with local, state and federal agencies in the clean-up efforts following the Deepwater Horizon oil spill and any other oil leak or spill as well as other contaminants and pollutants that affect waterways within the city limits.



City of Pensacola Coastal High Hazard Areas

### CHAPTER 6

#### CONSERVATION AND SUSTAINABILITY

### GOAL C-1: The City of Pensacola will seek to properly manage and protect the environment and its natural resources to the highest level possible.

Objective C-1.1: The City will work with the appropriate agencies to preserve and protect air quality within the City and the Pensacola Urbanized Area to meet ambient air quality standards as currently required by the Florida Department of Environmental Protection (FDEP).

Policy C-1.1.1: The City shall support and cooperate with Escambia County, FDEP, and FDOT in monitoring air pollution sources in the area.

Policy C-1.1.2: The City shall ensure that new industrial development is located in compatible land use areas where impact on air quality can be monitored and minimized.

Policy C-1.1.3: The City shall reduce automobile emission pollution by:

- a. Improving traffic flow patterns.
- b. Encouraging carpooling, the "ride-share" program, and other mass transit options.
- c. Encouraging buffer vegetation along arterial roadways and residential areas.
- d. Developing bicycle paths and pedestrian walkways within the City to encourage use of "clean" transportation.
- e. Encourage efforts to require compliance with emission standards.

Policy C-1.1.4: The City shall continue to enforce City regulations which prohibit or restrict the practice of open fire burning within the City.

Objective C-1.2: The City shall, through its land development regulations, protect, to the maximum extent feasible, all ecologically significant plant and animal communities identified by the U. S. Fish and Wildlife Service, the Florida Game and Fresh Water Fish Commission and other governmental and non-governmental agencies.

Policy C-1.2.1: The City shall take into consideration endangered or threatened plant and animal species, habitat conditions, occurrences and disturbances, in reviewing development proposals.

Policy C-1.2.2: The City shall require that development proposals upon request include a survey for endangered and threatened plant or animal communities utilizing information provided by the Florida Natural Areas Inventory indicating

that no such plant or animal communities occur or are likely to occur with the goal that no documented endangered or threatened natural vegetative or animal communities are destroyed.

Policy C-1.2.3: In areas where protected resources or unique vegetative communities are anticipated or documented, utilizing data information provided by the Florida Natural Areas Inventory development plans shall include an inventory of these resources and vegetative communities.

Policy C-1.2.4: The Land Development Code shall ensure reasonable protection of indigenous tree species, and where degradation has occurred, restoration shall take place by planting native species.

Policy C-1.2.5: The City shall adopt regulations which require the responsible party to mitigate impacts where degradation of environmentally sensitive areas, as defined in 9J-5.003(41), F.A.C., occurs as a result of development activities (cost to be incurred by the proposed development affecting the environmentally sensitive areas).

Policy C-1.2.6: The City will study the design of low-impact parks at Carpenter Creek and Gaberonne Swamp using native plants and other natural features that will not alter the wildlife values of the park.

Policy C-1.2.7: The City will coordinate efforts to conserve, appropriately use or protect unique vegetative communities located within more than one local jurisdiction with adjacent local governments and public or private agencies, including but not limited to the Florida Department of Environmental Protection, The Florida Fish and Wildlife Conservation Commission, and local chapters of groups such as the Sierra Club and Audubon Society.

Policy C-1.2.8: With respect to acquisition, the City, where feasible, shall protect ecologically significant plant and animal communities unduly threatened by development through establishment of public or private conservation easements or other available means as deemed appropriate.

Objective C-1.3: The City will coordinate with the County and other regional agencies to encourage a greater abundance and diversity of aquatic vegetation and fish species in Bayou Texar, Bayou Chico and Pensacola Bay.

Policy C-1.3.1: Through coordinated efforts with ECUA, the City will encourage alternative methods of gray-water discharge, such as a recycling program, reducing the volume of wastewater discharged into area waters.

Policy C-1.3.2: The Land Development Code will include provisions that require stream bank and shoreline buffer zones adjacent to surface water bodies to enhance filtration of stormwater run-off.

Policy C-1.3.3: The City will permit shoreline development only when such development would not destroy or degrade the estuarine or deepwater environment, provided it meets the following criteria:

- 1. A plan is in place for mitigation actions in the event that the environment is adversely affected.
- 2. The economic need and feasibility for the development has been established.

Policy C-1.3.4: The City, in coordination with Escambia County and the ECUA, will implement a public information program to educate residents on the type and use of pesticides that are environmentally safe.

Policy C-1.3.5: The City shall take necessary measures to reduce the quantity and improve the quality of stormwater discharged to area bodies of surface water as follows:

- 1. Implementation of the Pensacola Bay System S.W.I.M Plan recommendations.
- 2. Implementation of the Escambia County/City of Pensacola Stormwater Management Plan recommendations.
- 3. Improvements to the municipal drainage system shall be designed with appropriate water quality control techniques.
- 4. Continuing maintenance of stormwater systems will be performed in a timely and adequate manner which minimizes adverse environmental impacts.

Policy C- C-1.3.6: The City will encourage further development of artificial reefs to enhance fish populations.

Objective C-1.4: The City shall participate in the development of a hazardous waste management program, in coordination with the State and County, for the proper collection, storage, disposal, and transport of hazardous wastes generated within the City.

Policy C-1.4.1: The City shall continue to respond to all hazardous material incidents in the City in compliance with Title III of the Superfund Amendment and Re-authorization Act of 1986 and the Florida Hazardous Materials Emergency Response and Community Right-to Know Act of 1988.

Policy C-1.4.2: The City, in coordination with Escambia County and the ECUA, shall provide educational material and schedule amnesty days to provide for the

collection of hazardous wastes from City residents and small commercial and industrial hazardous waste generators.

Policy C-1.4.3: The City shall coordinate with County, State, and Federal agencies in the development and compliance of hazardous waste management programs.

Objective C-1.5: The City shall regulate future development on or near floodplain areas to reduce the exposure of human life and property to damage from natural hazards.

Policy C-1.5.1: The City shall establish limits on public expenditures and capital improvement for developments located in Coastal High Hazard Areas (CHHA).

Policy C-1.5.2: The City will actively enforce minimum building standards identified in the adopted Flood Plain Management Ordinance for construction within the 100-year flood plain.

Policy C-1.5.3: The City shall cooperate with the Federal Emergency Management Agency (FEMA) to regularly update the 100-year flood plain and to continue FEMA regulations.

Objective C-1.6: The City shall establish responsibility for the alleviation of the harmful and damaging effects of on-site generated erosion, sedimentation, runoff, and the accumulation of debris on adjacent downhill and/or downstream properties.

Policy C-1.6.1: The City shall require that no person may subdivide or make any change in the use of land or construct or change the size of a structure, except for individual single-family and duplex home construction, without first submitting a stormwater management plan to the City Engineer and obtaining a stormwater management permit from the building official.

Policy C-1.6.2: The City shall require that all land development plans include measures to minimize soil erosion in sensitive soil erosion areas. These plans should utilize native species for landscaping to the maximum extent possible.

Policy C-1.6.3: The City shall review and update its Erosion, Sedimentation, and Runoff Control ordinance as necessary.

Objective C-1.7: The quality of Pensacola's surface and ground waters should meet or exceed the minimum requirements set by the Florida Department of Environmental Protection.

Policy C-1.7.1: The City shall protect all water recharge areas within the City through enforcement of the Land Development Code, and periodic review and

Conservation and Sustainability

amendment of these regulations, as necessary, to strengthen the overall protection of water recharge areas including but not limited to the following:

- 1. Open space requirements;
- 2. Amount of impervious surfaces permitted in critical water recharge areas;
- 3. Stormwater management;
- 4. Erosion control;
- 5. Landscaping and vegetation protection.

Policy C-1.7.2: The City shall utilize maps contained in the *Wellhead Protection Area Delineation in Southern Escambia County, Florida, Water Resources Special Report 97-4, December 1997*, prepared by the Northwest Florida Water Management District, as may be amended, and included by reference, to identify wellhead protection areas around existing water wells and shall continue to cooperate with the Escambia County Utilities Authority in reviewing land use regulations within these areas.

Policy C-1.7.3: The City shall continue to coordinate its efforts with those of federal and State agencies to complete the clean-up of hazardous waste sites and abandoned dump areas to protect the groundwater from leaching.

Policy C-1.7.4: The City shall regulate, minimize or prohibit development which can be expected to cause or increase salt-water intrusion, interfere with water use rights, or pollute or damage ecosystems within the City.

Policy C-1.7.5: The City shall coordinate with the NWFWMD to prohibit the extraction of water where use exceeds the available recharge, or in areas of concern near utility wells "cones of influence".

Policy C-1.7.6: The City will continue to coordinate with the ECUA and the Escambia County Health Department to identify the location of individual septic tanks in the City for the purpose of discontinuing septic tank use and requiring future utilization of the sewer collection system.

Objective C-1.8: The City shall encourage the conservation of fresh groundwater and the reuse of existing water supplies.

Policy C-1.8.1: The City shall encourage the development of building codes that provide for the installation of water saving devices in new construction and renovation projects.

Policy C-1.8.2: The City will coordinate with ECUA to investigate the feasibility of establishing a graywater system throughout the City for irrigation and other suitable purposes.

Policy C-1.8.3: To reduce the quantity of potable water used for irrigation, the Land Development Code will include provisions encouraging the use of native vegetation for all development or redevelopment activities, whenever feasible.

Policy C-1.8.4: New development shall not be permitted unless a continual source of potable and/or non-potable water is available to meet the projected needs of the population.

Policy C-1.8.5: The City of Pensacola shall support the water management plans and water shortage plans of the Northwest Florida Water Management District through cooperation with ECUA and through enforcement of water conservation provisions.

Objective C-1.9: The City shall identify and cooperate in the protection of all endangered or threatened species by including appropriate regulations within the Land Development Code.

Policy C-1.9.1: The City shall use a current and complete inventory, prepared by other reliable sources, which includes endangered or threatened plant and animal species, habitat conditions, occurrences and disturbances, in reviewing development proposals.

Policy C-1.9.2: The City shall include regulations within the Land Development Code that prohibits any development that would destroy the habitat of endangered or threatened species, when the habitats has been identified and documented.

Objective C-1.10: The City's wetlands shall be conserved and protected, to the greatest extent feasible, from any adverse physical or hydrological alteration without proper mitigation.

Policy C-1.10.1: The City shall require review and approval of dredge and fill permits by the Florida Department of Environmental Regulation for wetlands within its jurisdiction.

Policy C-1.10.2: Where alteration of wetlands is necessary in order to allow for reasonable use of property, then the restoration of disturbed wetlands shall be provided for or additional wetland areas will be created to replace the area that was destroyed.

Policy C-1.10.3: The City shall designate the Gaberonne Swamp area owned by the City as an environmentally sensitive area to be used only for purposes of low-intensity recreation activities, with construction activities limited to those which will not disturb the natural environment pursuant to FAA approval.

Objective C-1.11: The City shall, as feasible, establish and implement a systematic plan for reforesting its urban fabric that optimizes the resources available in the City Tree Planting Trust Fund.

Policy C-1.11.1: The plan should contain an audit and condition analysis of protected trees existing on public properties, and prioritized replanting plan in roadway rights of way between specific intersections on specific roadways.

Policy C-1.11.2: The plan shall coordinate with regulations in the Land Development Code to produce aesthetic uniformity along roadways and biodiversity throughout the total urban forest, promotion of minimum tree spacing, and planting and maintenance specifications should prescribe best practices to optimized tree life.

# GOAL C-2: The City of Pensacola will seek to promote sustainable development which meets the needs of the present without compromising the ability to meet the needs of the future through the protection of the natural environment.

Objective C-2.1: The City will encourage green site development in which the design, construction, and operation promote the preservation of resources and environmentally sensitive construction practices, systems and materials.

Policy C-2.1.1: The City shall promote and encourage the construction of buildings with design by recognized environmental rating agencies including the Florida Green Building Coalition, the National Home Builder Association and the U.S. Green Building Council.

Policy C-2.1.2: The City shall establish land use regulations that provide incentives for the construction of LEED certified buildings.

Policy C-2.1.3: The City shall continue to promote, through its Land Development Code regulations, the use of Florida landscape materials that promote water conservation and the principals of Xeriscape.

#### **CHAPTER 7**

#### **RECREATION AND OPEN SPACE**

# GOAL R-1: The City of Pensacola shall ensure that all Pensacola residents have access to a wide range of recreational facilities and City Parks.

Objective R-1.1: The City will acquire, develop and maintain parks and recreational facilities to meet the needs of the city's current and projected population.

Policy R-1.1.1: The City will adopt a recreational level of service of .5 acres/1000 persons for mini-parks (at a 1/4 mile radius); 2 acres/1000 persons for neighborhood parks (at a 1/2 mile radius); 1.5 acres per 1,000 persons for community parks (city-wide radius); and, 1 acre per 1,000 persons for open space (citywide radius). Activity based level of service standards shall be adopted as follows:

Swimming Pools	1 pool/25,000 population
Tennis Courts	1 court/2,000 population
Basketball Courts	1 court/5,000 population
Baseball/Softball Fields	1 field/3,000 population
Football/Soccer/Rugby Fields	1 field/4,000 population
Golf Course (9-hole)	1 course/25,000 population
Golf Course (18-hole)	1 course/50,000 population

Policy R-1.1.2: The City will acquire and/or develop recreation sites and correct or improve existing deficiencies consistent with the Capital Improvements Element as follows:

- ✤ Baars Park- develop neighborhood park.
- Acquire land near Legion Field Develop soccer complex at <u>Hitzman Park.</u>
- ✤ Acquire land near Sanders Beach-Corinne Jones Center.
- Acquire property or implement interlocal agreement for Dory Miller Park.
- Acquire land or implement interlocal agreement for ball fields near "T" and "W" Streets.
- ♦ Coordinate Master Plan for Hollice Williams Park with CRA.
- Construct Community Center in Service Area 8 District 2.
- Develop Community Aquatic Center
- Develop Mallory Heights Park III.

Policy R-1.1.3: The City will periodically review demographic changes within Pensacola and <del>conduct update</del> needs assessment survey for each park service area to determine necessary equipment and services for City parks and recreational facilities.

Policy R-1.1.4: The City will reduce maintenance cost of parks and recreational facilities by using native plants for landscaping in appropriate areas.

Policy R-1.1.5: Where feasible, the City shall provide additional recreation and open space opportunities including, but not limited to, sites/facilities required to meet LOS standards, and/or sites that would further objectives to protect natural environments, through establishment of public or private conservation easements, or through other available means as deemed appropriate

Policy R-1.1.65: Where feasible in the redevelopment of existing recreation and open space sites or development of new sites, the City shall provide facilities for outdoor recreation activities, including, but not limited to, nature trails or boardwalks, interpretive displays, wildlife observation areas, or picnic areas, if applicable.

Policy R-1.1.7<u>6</u>: The City shall identify and prioritize for acquisition, properties that provide for open space amenities, especially if they are located within the urban core or provide access to scenic vistas or waterways.

Policy R-1.1.87: The City shall manage natural areas and waterfront open spaces appropriate for the resources that are contained within, or are being protected by such lands. At a minimum, this shall include removal of non-native and invasive vegetation.

Policy: R-1.1.98: The City shall strive to maintain the quality and availability of recreational facilities for residents throughout the City.

Policy: R-1.1.109: The City shall strive to ensure the quality of the recreational equipment will be provided equally to all recreational facilities in the City.

Objective R-1.2: The City will continue to analyze and improve accessibility of recreational facilities and natural resources.

Policy R-1.2.1: The City will encourage the Pensacola Transportation Planning Organization (TPO) to conduct a study of roadways adjacent to park and recreational facilities and develop a plan for a coordinated system of bicycle lanes and sidewalks/paths linking residential areas with these facilities. This system will be coordinated with plans for existing or proposed state or federal scenic highway corridors and/or greenway trail systems.

Policy R-1.2.2: The City will coordinate with Escambia County Transit System to reasonably assure, when feasible, provision of service to major recreational facilities.

#### Recreation and Open Space

Policy R-1.2.3: The City will maintain existing public access to the greatest extent possible, and if deemed feasible will increase opportunities for public access to the shoreline through establishment of public or private conservation easements or through other available means as deemed appropriate. Private property rights will be protected in providing additional public access to the shoreline.

Objective R-1.3: The City shall coordinate public and private resources to meet development and maintenance needs for recreation by execution of existing interlocal agreements with public agencies and by assistance to private resources through technical help or through co-sponsorship of activities.

Policy R-1.3.1: The City shall continue to contribute funding to the <u>Keep</u> Pensacola <u>Beautiful</u> -Escambia Clean Community Commission for the community education program they coordinate with Escambia County School Board about littering and misuse of recreational facilities and for their monitoring of the "Adopt-A-Park" program which coordinates private resources to maintain City parks and rights-of-way.

Policy R-1.3.2: The City shall continue the interlocal agreement for coordination between the City and the Escambia County School Board in the provision and maintenance of shared recreational facilities.

Policy R-1.3.3: The City shall continue to cosponsor recreational programs and events, such as the baseball/softball program and other athletic events, races and festivals, using City facilities and maintenance.

Objective R-1.4: Open space areas, which are accessible to the public for low-intensity use shall be provided through implementation of the open space requirements of the Land Development Code.

Policy R-1.4.1: The City will designate corridor open space areas for new roadways and for reconstruction of existing roadways wherever adequate rights-of-way exist.

Policy R-1.4.2: The City will accept or acquire easements and/or right-of-ways for portions of Gaberonne Swamp and Carpenter Creek from the end of Ellyson Drive north to Bayou Boulevard to protect these areas in their natural state by designating them as conservation districts.

Policy R-1.4.3: The City shall maintain open space areas by implementing Title 12 of the Land Development Code, specifically Chapter 12-2 (zoning district setback requirements) and Chapter 12-8 (subdivision regulations which require a donation of 5% of land for open space or recreation).

#### Recreation and Open Space

Policy R-1.4.4: Open space definitions and standards as described in the Recreation and Open Space Chapter of the Comprehensive Plan will be included in the City of Pensacola Land Development Code.

# GOAL R-2: The City shall continue encourage-<u>ing</u> greater usage of recreational facilities and open spaces.

Objective R-2.1: The City will pursue efforts to promote interconnectivity with existing recreational facilities and open spaces.

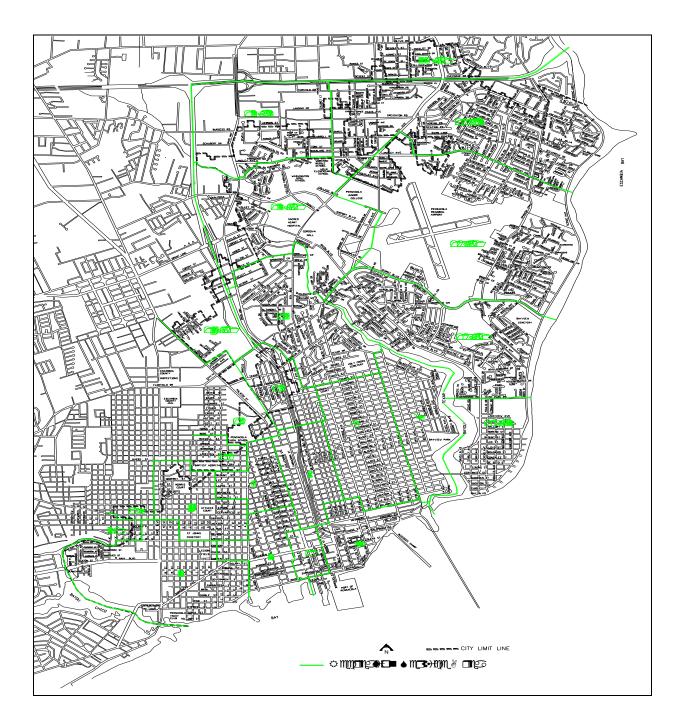
Policy: R-2.1.1: The City will review existing park locations to determine when interconnections could be established that would promote greater use.

Objective R-2.2: The City will pursue efforts to promote interconnectivity with Escambia County recreational facilities and open space with City resources.

Policy R-2.2.2: The City will <u>coordinate work</u> with Escambia County to promote the concept of interconnecting County recreational facilities and City recreational facilities to be used by residents.

Recreation and Open Space

# City of Pensacola Recreation Service Areas



#### **CHAPTER 8**

#### INTERGOVERNMENTAL COORDINATION

GOAL IC-1: The City of Pensacola shall foster and encourage intergovernmental coordination with Escambia County, other adjacent local governments, and local, regional, State and Federal agencies.

Objective IC-1.1: The City will prepare or update existing interlocal agreements with appropriate governmental entities in Escambia County to provide continued intergovernmental coordination.

Policy IC-1.1.1: The City will continue to review all existing interlocal agreements to evaluate their effectiveness and to assure that any new requirements from the Comprehensive Plan will be addressed in the agreement.

Policy IC-1.1.2: The City will prepare interlocal agreements with Escambia County and/or the ECUA to assure coordination regarding infrastructure development which affects both the City and the County.

Policy IC-1.1.3: The City will prepare an interlocal agreement with the District School Board in order to assure collaborative planning of educational facilities and infrastructure development.

Policy IC-1.1.4: The City will coordinate with the Pensacola State College and the University of West Florida in order to assure collaborative planning of infrastructure development.

Policy IC-1.1.5: The City will continue to promote compatibility with local military service.

Objective IC-1.2: The City will participate in and develop new committees or informal coordination mechanisms which will further intergovernmental coordination.

Policy IC-1.2.1: The City will assist in the development and participate in a joint City/County/ECUA coordinating committee to review future development plans with the ECUA facilities capacities.

Policy IC-1.2.2: The City will continue to participate in existing intergovernmental coordination committees (i.e., Transportation Planning Organization, Bay Area Resource Council, Chamber of Commerce) and expand some of the functions of these committees to address problem areas identified in the Comprehensive Plan.

Policy IC-1.2.3: The City shall establish a regular exchange of City Planning Board agendas and Escambia County Planning Board agendas for the purpose of providing information to each entity regarding certain issues with potential intergovernmental impacts.

Policy IC-1.2.4: The City will coordinate with Escambia County to identify potential adverse effects of development decisions made within a one-half (1/2) mile on either side of the City limits.

Policy IC-1.2.5: The City of Pensacola shall routinely review and coordinate the level of service standards with the WFRPC, TPO, DCA, DEP, FDOT and all other appropriate State, regional and local agencies in the development of each element of the Comprehensive Plan.

Policy IC-1.2.6: The City shall continue to coordinate with the WFRPC and other appropriate agencies to ensure that the impacts of development proposed in the City's plan are coordinated with adjacent local governments (i.e., expansion of marinas, airport, ports, bridges and new roads).

Policy IC-1.2.7: The City shall continue to coordinate with the School District to insure that the School Board has an opportunity to review and comment on the effect of proposed residential development, the effect of comprehensive plan amendments and rezonings on the public school facilities plan.

Objective IC-1.3: The City will continue to enforce LOS standards with Escambia County, the ECUA, and the FDOT, and to coordinate with the District School Board facilities work program.

Policy IC-1.3.1: The City will continue to annually review enforce adopted LOS standards and coordinate with the ECUA in planning for future growth.

Policy IC-1.3.2: The City will continue to enforce adopted roadway LOS standards with Escambia County and FDOT, which are consistent, particularly where roadways pass through jurisdictional boundaries.

Policy IC-1.3.3: The City will coordinate with the District School Board facilities work program, which is used to plan for future growth.

Policy IC-1.3.4: The City will coordinate population estimates and projections with the School Board at a minimum of once each year as part of the review of the DSB facilities work program (5-year plan).

Policy IC-1.3.5: In order to coordinate the effective and efficient provision and siting of educational facilities with associated infrastructure and services within the City, representative of the City and the School Board will meet by June 2000

to develop mechanisms for coordination of educational facilities planning. The City will amend the Plan by January 2001 to incorporate the coordination mechanisms developed.

Objective IC-1.4: The City shall ensure that the impacts of development proposed in the City's Comprehensive Plan are coordinated with adjacent municipalities, Escambia County, WFRPC, the State of Florida, the TPO and other appropriate agencies.

Policy IC-1.4.1: The City will coordinate comprehensive planning with local governmental agencies including the School Board, the WFRPC, the Northwest Florida Water Management District, etc. for all developments that will have a significant impact on the region.

Policy IC-1.4.2: The City will participate in the update of the *West Florida Strategic Regional Policy Plan*.

Policy IC-1.4.3: In order to coordinate the management of environmental systems that fall under the jurisdiction of more than one local government, the City shall:

- \* Monitor and evaluate updates to the *Escambia/Santa Rosa Coastal Resource Management Plan.*
- \* Participate in the Florida-Alabama TPO.
- \* Participate in the formulation of, and coordinate in the implementation of, the *Pensacola Bay System S.W.I.M. Plan* and the *Escambia County/City of Pensacola Stormwater Management Plan.*

Objective IC-1.5: The City will provide for formal or informal conflict resolution mechanisms when necessary to deal with issues of intergovernmental coordination.

Policy IC-1.5.1: The City will utilize the services of the West Florida Regional Planning Council for informal conflict mediation where appropriate.

Policy IC-1.5.2: The City will provide for joint meetings of the City Council and the County Commission to resolve issues relating to intergovernmental coordination

Objective IC-1.6: The City of Pensacola shall periodically sponsor workshops with the Escambia County School District, other units of local government, and the ECUA to discuss future expansion plans and identify any proposed land use or facility impacts.

Policy IC-1.6.1: The City of Pensacola shall annually review the master plans of the Escambia County School District, other units of local government, the WFRPC, the State, and the ECUA in the comprehensive planning process and shall advise the respective bodies concerning inconsistencies.

Objective IC-1.7: The City shall comply with Florida laws for review of annexation requests and for resolving annexation issues.

Policy IC-1.7.1: City and County staff will exchange and review data regarding levels of service and land use for areas that are being considered for annexation.

Policy IC-1.7.2: The City will consider conducting an opinion survey of any area(s) being considered for annexation to determine the feasibility of conducting a referendum prior to initiating an annexation action.

Policy IC-1.7.3: The City will coordinate with State legislators in addressing State laws concerning annexation.

# **GOAL IC-2:** The City of Pensacola shall coordinate and plan with the Escambia County District School Board for the provision of adequate and readily accessible educational sites and the timely construction of school facilities.

Objective IC-2.1: The City will cooperate with the School District in siting individual facilities in an orderly and timely manner that is responsive to alleviating overcrowding, providing special facilities, and meeting the demands of new development through, but not limited to, the following policies.

Policy IC-2.1.1: The City Planning Department will coordinate with the School District staff in the siting of school facilities throughout the City so that their location is consistent with and, to the degree possible, will further the Goals, Objectives, and Policies of the Comprehensive Plan.

Policy IC-2.1.2: The City will evaluate the ability for the co-location of public parks, public library facilities, or other public facilities as appropriate, when school sites are chosen and the development plans prepared. The technical interrelationships of the Capital Improvements Programs will in part, identify co-location/joint use opportunities.

Objective IC-2.2: The City will provide the School District an opportunity for coordinated, on-going review of the impacts of development.

Policy IC-2.2.1: The City will inform the School District of proposed amendments to the Future Land Use Map of the City.

Policy IC-2.2.2: The City will request that the School District, prior to final consideration by the School Board, formally contact the City regarding any existing school in the City that is being considered for closure, capacity change,

or programmatic change, so that the City can assess the impact of the school closure upon the community and provide formal comments if desired.

Intergovernmental Coordination

#### **CHAPTER 9**

#### **CAPITAL IMPROVEMENTS**

# GOAL CI-1: The City shall utilize development standards which will effectively maximize facilities and will provide for new facilities as growth occurs in a manner consistent with the City's Future Land Use element.

Objective CI-1.1: The City shall utilize the capital improvements element to correct existing deficiencies within the framework of the 5-year Schedule of Improvements; to accommodate desired future growth; and to replace worn-out or obsolete facilities.

Policy CI-1.1.1: The Capital Improvements Element shall include only those facility types explicitly required in Chapter J-5, FAC, which are Sanitary Sewer, Solid Waste, Drainage, Potable Water, Transportation and Parks and Recreation.

Policy CI-1.1.2: All existing deficiencies defined in the CIE shall be evaluated and necessary facilities upgraded and/or replaced utilizing the follow method for prioritizing the year the projects will be implemented:

- \* Highest priority will be given to projects which directly affect the health and safety of the public.
- \* Second priority will be given to those projects, which would be more cost-effectively undertaken with other facilities under the 5year Schedule of Improvements.

Policy CI-1.1.3: The Capital Improvement Element's 5-year Schedule of Improvements will be included in the City's Capital Improvement Program and will have priority over any other City capital needs.

Policy CI-1.1.4: Proposed capital improvements projects shall be evaluated based on their direct relationship to the Comprehensive Plan Elements and shall include consideration of:

- 1. The elimination of existing capacity deficiency;
- 2. The elimination of public hazards;
- 3. The project's financial feasibility and impact on the local budget;
- 4. The project's ability to increase the efficiency of use of existing facilities, prevent or reduce future improvement cost, provide service to developed areas lacking full service, or promote infill development; and,
- 5. Plans of state agencies and water management districts that provide public facilities within the City.

Policy CI-1.1.5: The City Manager Administrator, Chief Financial Officer, Director of Finance, Community Design & Planning Director Administrator, Public Works and Facilities Director, City Engineer Engineering Department, Parks and Recreation Leisure Services Director, Public Services & Sanitation Director, and the Port Director will serve as the internal review group for the purpose of evaluating and ranking in order of priority projects proposed for inclusion in the 5-year Schedule of Improvements. Other appropriate City officials may, from time to time, be requested to serve on the committee or provide assistance to the committee as circumstances and issues require.

Objective CI-1.2: Infrastructure improvement costs required due to increased use of existing facilities by future development will be proportionately shared by the City and the developer in order to maintain adopted LOS standards taking into account the costs associated with adequately documenting the degree to which future development is responsible for causing such improvements.

Policy CI-1.2.1: The City will implement a stormwater utility fee, if necessary, to assess costs for future drainage improvements and continue to utilize local funding and State and federal grants to adequately maintain adopted LOS standards for drainage. In addition, the City will continue to utilize local optional gas tax to fund local roadway improvements for the purpose of maintaining adopted LOS standards. The City will pursue new revenue sources and methods to fund local roadway and drainage projects.

Policy CI-1.2.2: The City shall continue to implement its program for mandatory dedications or fees in lieu of as a condition of plat approval for the provision of recreation and open space.

Objective CI-1.3: The City shall coordinate its land development process and fiscal resources with its adopted Capital Improvements schedule to ensure all development orders and building permits for future development and redevelopment will only be issued if adopted level of service standards for public facilities are maintained.

Policy CI-1.3.1: All development orders and building permits for future development and redevelopment activities shall be issued by the City only if public facilities necessary to meet the following adopted level of service standards are available concurrent with the impacts of the development.

- \* Sanitary Sewer 100 gallons per capita per day average flow. (Building and Inspections to verify)
- \* Solid Waste 4.52 pounds per capita per day. (Sanitation to verify)
- \* Drainage LOS A tolerates street flooding to a depth of 3 inches or less in the gutters when the rest of the pavement is passable, and allows open or green space flooding of up to 12" as long as there is no threat to public health or safety, or permanent impediment to

the intended use of the property; LOS B - tolerates flooding of entire street surface up to 4" <u>at centerline of roadway</u>; LOS C - tolerates structure flooding; based on the following design criteria:

In existing developments adequate drainage capacity to accommodate run-off associated with a  $\frac{310}{2}$ -year,  $\frac{12-hour}{12-hour}$  critical duration design (pre-development rate) storm for collection systems.

In new developments adequate drainage capacity to accommodate a 25100-year, 1224-hour <u>critical duration</u> design storm (pre-<u>development rate</u>) for collection systems and for retention and detention ponds. As a minimum the first  $\frac{1}{2}-1$ " of runoff must be retained on the site of the development. At the discretion of the City Engineer, retention standards may be increased beyond the  $\frac{1}{2}$ <u>1</u>" minimum standards <u>and the 100-year design storm</u> on a sitespecific basis.

 Potable Water - 118 gallons per capita per day (gpcd) for Zone 1, 146 gpcd for Zone 2. (Building Inspections to verify)

*	Roadway Type	LOS (Peak hour)
	State Roadways	
	Intrastate	С
	Other State Roads	E
	Roads Within the TCEA	Exempt
	Local Collector Roads	E
	Other Local Roads	С

Recreation Standards (<u>Parks/Rec to verify</u>)
Acreage - .5 acres/1000 persons for mini parks (1/4 mile radius); 2 acres/1000 persons for neighborhood parks (1/2 mile radius); 1.5 acres/1000 persons for community parks (citywide radius), and; 1 acre/1,000 persons for open space (citywide radius).

Swimming Pool	1 pool/25,000 persons
Tennis Court	1 court/2,000 "
Basketball Court	1 court/5,000 "
Baseball/Softball Field	1 field/3,000 "
Football/Soccer/Rugby Field	1 field/4,000 "
Golf Course	1-9-hole course/25,000
Golf Course	1-18-hole course/50,000

\*

Policy CI-1.3.2: The City will not issue development orders unless public facilities that meet adopted LOS standards are available or meet the requirements of the City's adopted Concurrency Management System.

Policy CI-1.3.3: The City shall make provision for the availability of public facilities to serve developments for which development orders were issued prior to the adoption of the Comprehensive Plan.

Policy CI-1.3.4: The City shall track all de minimis impact of development for annual submittal of the CIE through the established concurrency management system.

Objective CI-1.4: The City shall utilize all funding resources and mechanisms which are necessary for capital improvements.

Policy CI-1.4.1: The City shall study the feasibility of implementing as many local funding mechanisms as possible for capital improvements.

Objective CI-1.5: The City shall follow the 5-year Schedule of Improvements (as amended from time to time) as set forth in the Capital Improvements Element (CIE) except in the instance of unforeseen natural disasters or cut-backs in funding sources, either of which could change funding or expenditure priorities.

Policy CI-1.5.1: The City shall review the CIE on an annual basis to ensure that the required fiscal resources are available to provide public facilities to support adopted LOS standards.

Policy CI-1.5.2: The City shall adopt a monitoring and evaluation program for the review of the CIE.

Objective CI-1.6: Proposed expenditure of public funds that subsidize or enable land development in Coastal High Hazard Areas shall be limited to those projects identified in the Coastal Management Chapter.

Policy CI-1.6.1: The use of City funds for shoreline development in the CHHA will be based on the following priorities:

- A. Water dependent uses
- B. Water related recreation
- C. Residential
- D. Commercial

Objective CI-1.7: The City shall adopt its CIE at the same time that it adopts its Annual Operating Budget. The CIE shall include those projects necessary to maintain the adopted level of service standards set forth in Policy 1.3.1.

Capital Improvements

Policy CI-1.7.1: The ratio of general government debt service expenditures to general government total expenditures shall not exceed 15 percent (as measured by either the most recent comprehensive annual financial report or the adopted current year budget) except when a proposed borrowing is necessitated to finance reconstruction following emergencies (such as a hurricane or natural disaster). (Finance to verify this section and update Capital Improvements chart below...)

(S) Source						CAPIT	AL IMPROVEM	ENTS FY 2011 - FY	2015								
2011				2012		2013			2014				2015				
PROJECT	COST	CITY'S SHARE	OTHER SHARE	COST	CITY'S SHARE	OTHER SHARE	COST	CITY'S SHARE	OTHER SHARE	COST	CITY'S SHARE	OTHER SHARE	COST	CITY'S SHARE	OTHER SHARE	TOTAL PROJECTS	CITY'S SHARE
PORT																	
Maintenance Dredging	640,000	320,000	320,000													640,000	320,000
Maintenance Dreuging	040,000	(1) Port	(2) FSTED													040,000	320,000
Port Intermodal Rail Enhancements	2,750,000	0	2,750,000													2,750,000	0
	2,700,000	0	(18) TIGER II													2,700,000	ů,
America's Marine Highways				900,000	225,000	675,000	900,000	225,000	675,000							1,800,000	450,000
Terminal & Facilities Development, Phase I					TBD	(16) MARAD		TBD	(16) MARAD								
America's Marine Highways										450,000	112,500	337,500	450,000	112,500	337,500	900,000	225,000
Terminal & Facilities Development, Phase II											TBD	(16) MARAD		TBD	(16) MARAD		
Dockside Utility Improvements	150,000	75,000 (1) Port	75,000 (2) FSTED													150,000	75,000
On-dock Rail Switch Repairs	60,000	60,000 (1) Port	0													60,000	60,000
Entrance Gate Relocation and Improvements	250,000	50,000	200,000													250,000	50,000
Intermodal Rail Replacement		(1) Port	(3) TSA	1,000,000	0	1,000,000	1,000,000	0	1,000,000							2,000,000	0
				1,100,000		(18) TIGER II	4 400 000		(18) TIGER II		-					0.000.000	
Dock & Wharf Apron Strengthening (Berth 6 Rehabilitation)				1,100,000	0	1,100,000 (18) TIGER II	1,100,000	0	1,100,000 (18) TIGER II							2,200,000	0
(Berth 6 Fender System Replacement						(18) TIGER II	1,000,000	0	1,000,000							1,000,000	0
berar o'r ender System Replacement							1,000,000	0	(18) TIGER II							1,000,000	0
Port Total	3,850,000	505,000	3,345,000	3,000,000	225,000	2,775,000	4,000,000	225,000	3,775,000	450,000	112,500	337,500	450,000	112,500	337,500	11,750,000	1,180,000
STORMWATER PROJECTS																	
Davis Highway at Valley Drive							309,700	309.700		255.000	255.000					564.700	564,700
Davis Highway at valley Drive							309,700	(5) SWCP		255,000	(5) SWCP					564,700	564,700
Sanders Beach Storm Sewer Reconstruction								(5) 31101		370,000	370,000		500,000	500,000		870,000	870,000
										,	(5) SWCP			(5) SWCP			
Gaberonne Swamp Stormwater Enhancements				200,000	200,000						(5) 511 51			(5) 511 51		200,000	200,000
					(5) SWCP												
Land Acquisition Retention Pond Sites										35,000	35,000		300,000	300,000		335,000	335,000
											(5) SWCP			(5) SWCP			
Baywoods Gulley Stormwater Enhancements				200,000	200,000		295,300	295,300								495,300	495,300
Carpenters Creek at Brent Lane				070.000	070.000		200.000	(5) SWCP								570.000	570.000
Carpenters Creek at Brent Lane				370,000	370,000 (5) SWCP		200,000	200,000 (5) SWCP								570,000	570,000
"L" and Zarragossa Street Drainage Improvements				340,000	340,000		104,200	104,200			-					444,200	444,200
c and zanagossa oneer ordinage improvements				340,000	(5) SWCP		104,200	(5) SWCP			1					4444,200	-4-44,200
12th Avenue at Carpenter's Creek	20,000	20,000		250,000	250,000		180,800	180,800								450,800	450,800
		(5) SWCP		l	(5) SWCP			(5) SWCP									
Bayou Chico Stormwater Outfall Retrofits	500,000	500,000 (5) SWCP		300,000	300,000 (5) SWCP											800,000	800,000
Birnam Woods S/D Discharge at Bayou Texar	340,000	340,000 (5) SWCP														340,000	340,000
Scenic Heights Discharge (Langley into Escambia Bay)		(5) 5000		1	1					500,000	500,000		500,000	500,000		1,000,000	1,000,000
coditibia bay)	1	1	1	1	1	1	1		1	000,000	(5) SWCP		000,000	(5) SWCP	1	1,000,000	1,000,000

Bayou Blvd at Tyler Discharge				1			1			1			360,000	360,000 (5) SWCP		360,000	360,000
Stormwater Vaults Citywide	14,200	14,200 (5) SWCP		250,000	250,000 (5) SWCP		250,000	250,000 (5) SWCP		250,000	250,000 (5) SWCP		250,000	250,000 (5) SWCP		1,014,200	1,014,200
DeSoto Street @ Bayou Texar (Western Shore)		(5) SWCP			(5) SWCP		450,000	450,000			(5) SWCP			(5) SWCP		450,000	450,000
Stormwater Capital Maintenance	162,600	162,600		326,800	326,800		326,800	(5) SWCP 326,800		326,800	326,800		326,800	326,800		1,469,800	1,469,800
		(5) SWCP			(5) SWCP			(5) SWCP			(5) SWCP			(5) SWCP			
Northmoor Court @ Carpenter's Creek							120,000	120,000 (5) SWCP		500,000	500,000 (5) SWCP					620,000	620,000
Admiral Mason Park	800,000	800,000 (5) SWCP														800,000	800,000
Stormwater Total	1,836,800	1,836,800	0	2,236,800	2,236,800	0	2,236,800	2,236,800	0	2,236,800	2,236,800	0	2,236,800	2,236,800	0	10,784,000	10,784,000
otormater rotar	1,000,000	1,000,000	, v	2,200,000	2,200,000	-	2,200,000	2,200,000	, , , , , , , , , , , , , , , , , , ,	2,200,000	2,200,000		2,200,000	2,200,000	· ·	10,704,000	10,704,000
TRANSPORTATION																	
Street Rehabilitation (Formerly Street Resurfacing)	853,400	853,400		853.400	853,400		853,400	853,400		853,400	853,400		853,400	853.400		4,267,000	4,267,000
	,	(6) LOGT		,	(6) LOGT		,	(6) LOGT		,	(6) LOGT		,	(6) LOGT			, . ,
Street Reconstruction	521,900	521,900		521,900	521,900		521,900	521,900		521,900	521,900		521,900	521,900		2.609.500	2,609,500
		(6) LOGT		. ,	(6) LOGT		. ,	(6) LOGT			(6) LOGT		. ,	(6) LOGT		,,	,,
Intersection/Traffic Improvements	118,300	118,300		118,300	118,300		118,300	118,300		118,300	118,300		118,300	118,300		591,500	591,500
·		(6) LOGT			(6) LOGT			(6) LOGT			(6) LOGT			(6) LOGT			
Transportation Total	1,493,600	1,493,600	0	1,493,600	1,493,600	0	1,493,600	1,493,600	0	1,493,600	1,493,600	0	1,493,600	1,493,600	0	7,468,000	7,468,000
AIRPORT 2011																	
Install Pedestrian Sidewalks and Bike Path - GA	600,000	300,000 (7) CIA (9) PFC	300,000 (8) FDOT													600,000	300,000
Parking Garage Expansion	30,000,000	0	30,000,000 (17)													30,000,000	0
Relocate Fuel Farm Phase I	200,000	10,000 (7) CIA (9) PFC	190,000 (11) FAA													200,000	10,000
Landside Access Road Improvements	250,000	12,500	237,500							-						250,000	12,500
Landside Access Road Improvements	250,000	(7) CIA (9) PFC	(11) FAA													250,000	12,500
Areawide Wayfinding Signage	400,000	400,000	(1)176													400,000	400,000
ricamos trayinang olgitage	400,000	(7) CIA (9) PFC														400,000	400,000
Acquisition of Army Reserve Center and	6,900,000	5,150,000	1,750,000													6,900,000	5,150,000
Construction of Parking Lot	-,	(7) CIA (9) PFC	(8) FDOT														.,,
Acquire Land - Commerce Park Phase I	1,333,400	333,400 (7) CIA (9) PFC	1,000,000 (8) FDOT													1,333,400	333,400
Apron Joint Seal Replacement and Line Removal	600,000	30,000	570,000													600,000	30,000
Aproir Joint Gear Replacement and Line Removal	000,000	(7) CIA (9) PFC	(11) FAA													000,000	30,000
Expand GA Apron - Design	351,000	17,550	333,450	1												351,000	17,550
Expand or ripion boogn	001,000	(7) CIA (9) PFC	(11) FAA													001,000	11,000
Additional GA Ramp - Design	400,000	20,000	380,000	1		1	1	1	l	1			1		1	400,000	20,000
		(7) CIA (9) PFC	(11) FAA														.,
Landside Signage Improvements Phase I	400,000	20,000	380,000				1			1			1			400,000	20,000
		(7) CIA (9) PFC	(11) FAA	1		1	1	1		1			1		1		1
Master Plan Update	1,200,000	60,000	1,140,000													1,200,000	60,000
		(7) CIA (9) PFC	(11) FAA														
Terminal Roadway Improvements Phase 1	1,900,000	95,000	1,805,000													1,900,000	95,000

2012	1	1	1	1	1	1	1	1	1	1	1	1	1			1	1
Pave Interior Perimeter Road				489,500	24,500	465,000										489,500	24,500
rave interior reminister road				403,000	24,500	403,000										403,300	24,300
					(7) CIA (9) PFC	(11) FAA											
Acquire Land - Commerce Park Phase I				1,333,333	333,333	1,000,000										1,333,333	333,333
					(7) CIA (9) PFC	(8) FDOT											
Improvements to Retention Pit - Design				900,000	45,000	855,000										900,000	45,000
					(7) CIA (9) PFC	(11) FAA											
Relocate Fuel Farm Phase II				900,000	45,000	855,000										900,000	45,000
Environmental Assessment for ILS at R/W 35				250.000	(7) CIA (9) PFC 12,500	(11) FAA 237,500										250,000	12,500
Environmental Assessment for ILS at R/W 35				250,000	12,500 (7) CIA (9) PFC	(11) FAA										250,000	12,500
Airfield Pavement and Lighting Rehab - Design				150,000	7,500	142,500										150,000	7,500
					(7) CIA (9) PFC	(11) FAA											
2013																	
Acquire Land - Commerce Park Phase I							1,333,400	333,400	1,000,000							1,333,400	333,400
								(7) CIA (9) PFC	(8) FDOT								
New ARFF Vehicle (fire rescue)							700,000	35,000	665,000							700,000	35,000
								(7) CIA (9) PFC	(11) FAA								
Construct Hold Pads							1,210,000	60,500 (7) CIA (9) PFC	1,149,500 (11) FAA							1,210,000	60,500
Replace Perimeter Fence							900,000	45,000	855,000							900,000	45,000
Replace Ferminice Ferice							300,000	(7) CIA (9) PFC	(11) FAA							300,000	43,000
Remove Old TRACON Building							1,000,000	50,000	950,000							1,000,000	50,000
-								(7) CIA (9) PFC	(11) FAA								
2014																	
Acquire Land - Commerce Park Phase II										2,000,000	500,000	1,500,000				2,000,000	500,000
											(7) CIA (9) PFC	(8) FDOT					
New ARFF Vehicle										700,000	35,000	665,000				700,000	35,000
Additional GA Ramp - Construction										3,000,000	(7) CIA (9) PFC 150,000	(11) FAA 2,850,000				3,000,000	150.000
Additional GA Ramp - Construction										3,000,000	(7) CIA (9) PFC	(11) FAA				3,000,000	150,000
EA/EIS for GA R/W 17L/35R										229,000	11,450	217,550				229,000	11,450
											(7) CIA (9) PFC	(11) FAA					,
Strengthen SW Ramp - Design										200,000	10,000	190,000				200,000	10,000
											(7) CIA (9) PFC	(11) FAA					
2015																	
Acquire Land - Commerce Park Phase II													2,000,000	500,000	1,500,000	2,000,000	500,000
														(7) CIA (9) PFC	(8) FDOT		
Strengthen Cargo Ramp													900,000	45,000	855,000	900,000	45,000
Design/Build Connecting Taxiways to Additional													955,000	(7) CIA (9) PFC 47,750	(11) FAA 907,250	955,000	47,750
T-Hangers													333,000	(7) CIA (9) PFC	(11) FAA	355,000	47,750
Strengthen SW Ramp - Construction	1	1		1			1	1	1	1			1,300,000	65,000	1,235,000	1,300,000	65,000
- · · · · · · · · · · · · · · · · · · ·														(7) CIA (9) PFC	(11) FAA		
GA Ramp Expansion - Design													600,000	30,000	570,000	600,000	30,000
								ļ						(7) CIA (9) PFC	(11) FAA		
Airport Total	44,534,400	6,448,450	38,085,950	4,022,833	467,833	3,555,000	5,143,400	523,900	4,619,500	6,129,000	706,450	5,422,550	5,755,000	687,750	5,067,250	65,584,633	8,834,383
GRAND TOTAL FOR ALL PROJECTS	51,714,800	10,283,850	41,430,950	10,753,233	4,423,233	6,330,000	12,873,800	4,479,300	8,394,500	10,309,400	4,549,350	5,760,050	9,935,400	4,530,650	5,404,750	95,586,633	28,266,383
		,	,,		.,,	-,,		.,,	-,,		.,,	-,,	,,	.,	.,	,,	

(1) PORT - Port Funds

(2) FSTED - Florida Seaport Transportation Economic Development Council

(3) PI - Private Investment
 (4) TSA - Trasportation Security Administration Grant
 (5) SWCP - Stormwater Capital Projects Fund

(6) LOGT - Local Option Gas Tax (7) CIA - Capital Improvements Fund, Airport (8) FDOT - Florida Department of Transportation

(9) PFC - Passenger Facility Charge (10) CFC - Customer Facility Charge (11) FAA - Federal Aviation Administration Entitlements (12) SISGM - Strategic Intermodal System Growth Management

(12) Jourds<sup>12</sup> - Unallegic - InterintValle of years in offware interint (13) Bond - Anjore Bonds (14) ARRA - American Recovery & Reinvestment Act Port Security Grant Program (funding pending grant award) (16) MARAD - US Marktime Administration America's Marine Highways Program (projected future funding source) (17) - Economic Recovery Funds ( to be constructed if funds are awarded)

(18) TIGER II - National Infrastructire Investments funding pending grant award)

#### **HISTORIC PRESERVATION**

GOAL HP-1: The City shall continue to preserve its existing historic buildings, historic sites, and historic and preservation districts.

Objective HP-1.1: The City shall continue to enforce its existing historic preservation ordinances.

Policy HP-1.1.1: The City shall, through its historic preservation ordinances, continue to provide zoning categories that support the purpose and character of each historic and preservation district and identify appropriate permitted and conditional uses in those districts.

Policy HP-1.1.2: The City shall, through its historic preservation ordinances, continue to provide procedures for review and for the continuation of the Architectural Review Board as the principal review authority.

Policy HP-1.1.3: The City shall, through its historic preservation ordinances, continue to reference the "The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" as a guiding document for historic preservation efforts.

Policy HP-1.1.4: The City shall, through its historic preservation ordinances, continue to provide standards and guidelines for restoration, rehabilitation, alterations, and additions, to existing contributing structures within its historic and preservation districts.

Policy HP-1.1.5: The City shall, through its historic preservation ordinances, continue to provide standards and guidelines for restoration, rehabilitation, alterations, and additions, to existing non-contributing and modern in-fill structures within its historic and preservation districts.

Policy HP-1.1.6: The City shall, through its historic preservation ordinances, continue to provide standards and guidelines for the construction of new structures within its historic and preservation districts.

Policy HP-1.1.7: The City shall, through its historic preservation ordinances, continue to provide standards and guidelines for demolition and relocation of all structures in the historic and preservation districts.

Objective HP-1.2: The City shall maintain an Architectural Review Board which shall have the purpose of preserving and protecting historic or architecturally-significant buildings and historic and preservation districts.

Historic Preservation

Policy HP-1.2.1: The Architectural Review Board shall review all development activities in the historic and preservation districts and apply the historic preservation ordinances adopted by the City of Pensacola.

Policy HP-1.2.2: The Architectural Review Board shall refer to "The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" in making its decisions pertaining to contributing historic structures.

Policy HP-1.2.3: The Architectural Review Board shall consider the distinct historical context, development pattern, neighborhood integrity and architectural character of each historic and preservation district in making its decisions.

Policy HP-1.2.4: The Architectural Review Board shall have the authority to grant variances to the Land Development Code when it determines that the granting of said variances are consistent with historic character of a structure or its corresponding historic or preservation district.

Objective HP-1.3: The City shall maintain the historic character and aesthetics of its historic and preservation districts.

Policy HP-1.3.1: The City shall maintain the historic street patterns and street names in each historic and preservation district.

Policy HP-1.3.2: The City shall continue to provide and maintain street lights and similar municipal appurtenances in the public rights-of-way to create aesthetically pleasing streetscapes.

Policy HP-1.3.2: The City shall continue to provide and maintain landscaping, street lights, and similar municipal appurtenances in the public rights-of-way to provide an aesthetically pleasing streetscape.

Policy HP-1.3.3: The City shall require all traffic control signs, traffic signals, transformers, switching gear and related accessory equipment to be installed in the public right-of-way in the historic and preservation districts are approved by the Architectural Review Board.

Policy HP-1.3.4: The City shall encourage all utility providers to place their utilities underground in historic and preservation districts to protect the aesthetic character of the districts.

Policy HP-1.3.5: The City shall formulate regulations pertaining to Architectural Review Board approval of all new electrical, telephone and cable wires and related equipment, such as (but not limited to) utility cabinets, transmission poles and transformers, to be installed in the historic and preservation district.

Objective HP-1.4: The City shall strengthen existing ordinances, as necessary, in order to preserve the integrity of historic buildings, historic sites, and historic and preservation districts.

Policy HP-1.4.1: The City shall review its historic preservation ordinances and identify its strengths and weaknesses.

Policy HP-1.4.2: The City shall strengthen existing ordinances, as necessary, in order to enhance the preservation of the integrity of historic buildings and historic and preservation districts.

Policy HP-1.4.3: The City shall create a separate chapter in its Land Development Code which contains all new and revised regulations and guidelines pertaining to historic buildings, historic sites, and historic and preservation districts.

# GOAL HP-2: The City shall continue to identify buildings, sites and neighborhoods with historic significance and deserving of preservation.

Objective HP-2.1: The City shall continue to identify and encourage the preservation, continued use or adaptive reuse of buildings that are eligible for designation as historic buildings.

Policy HP-2.1.1: The City shall provide guidance to citizens seeking to have historic structures placed on the Florida Master Site File.

Policy HP-2.1.2: The City shall provide guidance to citizens seeking to have historic structures placed on the National Register of Historic Places.

Objective HP-2.2: The City shall continue to identify established neighborhoods that may deserve designation as a historic or preservation district, subject to the approval of its residents.

Goal HP-2.2.1: The City shall identify existing neighborhoods for designation as a locally-designated historic or preservation district.

Goal HP-2.2.2: The City shall establish adequate standards and guidelines for these districts in its historic preservation ordinances to maintain its historic character and aesthetic quality.

Goal HP-2.2.3: The City shall provide guidance in the nomination of qualified historic and preservation districts to the National Register of Historic Places.

GOAL HP-3: In conjunction with the University of West Florida, West Florida Historic Preservation, Inc., and other community organizations, the City shall continue to support activities relating to historic preservation.

Policy HP-3.1: The City shall support the historic preservation roles of the University of West Florida, West Florida Historic Preservation, Inc., community organizations, neighborhood associations and individuals.

Goal HP-3.1.1: The City shall encourage and support historic building surveys of its neighborhoods and the listing of historic buildings on the Florida Master Site File.

Goal HP-3.1.2: The City shall encourage and support the nomination of historic buildings and sites to the National Register of Historic Places.

Goal HP-3.1.3: The City shall assist the Pensacola Bay Area Convention and Visitors Bureau and other organizations in providing local heritage tourism programs.

Goal HP-3.1.4: The City shall encourage and support activities that involve walking, bicycling and driving through historic and preservation districts.

Goal HP-3.1.5: The City shall encourage community and cultural events to take place in the historic and preservation districts, with the cooperation of their residents, to enhance awareness and appreciation of the heritage and resources of these districts.

Goal HP-3.1.6: The City shall have "The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" and similar technical publications available for review by those interested in the preservation of historic structures.

Policy HP-3.2: The City of Pensacola shall maintain an archaeological review procedure for all proposed construction on City-owned property.

Goal HP-3.2.1: The City shall maintain an archaeological review procedure that provides for an initial determination and review of project impact for projects on City-owned property.

Goal HP-3.2.2: The archaeological review procedure shall be conducted by a professional archaeologist meeting the standards of the Society of Professional Archaeology and having substantial experience in the archaeology and history of Pensacola.

Goal HP-3.2.3: The City shall prepare a memorandum of agreement specifying actions to be taken to avoid or mitigate any adverse effects of construction on any archaeological resources found during the process.

Historic Preservation

# CHAPTER 11

# PUBLIC SCHOOL FACILITIES ELEMENT

#### **GOAL PSFE-1:** Coordinate and maintain high quality education facilities

Coordinate with the School Board of City of Pensacola (herein "School Board") to ensure high quality public school facilities that are consistent with the Comprehensive Plan and serve to enhance communities.

Objective PSFE-1.1: Schools as community focal points

Enhance communities and encourage school facilities to serve as community focal points through effective school facility design and siting standards. The location will be coordinated with the future land use map.

Policy PSFE-1.1.1: School location

New schools shall be located proximate to the student population they are intended to serve. New elementary schools shall be located within walking distance of the residential neighborhoods to be served.

Policy PSFE-1.1.2: Shared-use and co-location of school sites

Coordinate with the School Board to continue to permit the shared-use and colocation of school sites and City facilities with similar facility needs as described in the Interlocal Agreement for Public School Facility Planning dated August 7<sup>th</sup>, 2006 (herein "Interlocal Agreement"). The City will identify opportunities for collocation and shared use facilities when preparing updates to the Schedule of Capital Improvements and when planning and designing new community facilities.

Policy PSFE-1.1.3: Emergency shelters

City of Pensacola will continue to coordinate with the School Board on emergency preparedness issues, including the use of public schools as emergency shelters as required by Section 163.3177(12)(g)(8), Florida Statutes. The School Board will continue to fulfill the building code requirements of Section 1012.372, Florida Statutes, such that as appropriate new educational facilities will serve as public shelters for emergency management purposes.

Policy PSFE-1.1.4: School design

The School Board will design and ensure performance standards for new school facilities according to the "Design Guidelines and Technical Specifications 2006"

Florida Department of Education State Requirements for Educational Facilities (SREF).

Policy PSFE-1.1.5: Community vitality

The City of Pensacola will continue to recognize the interconnected importance of quality neighborhood school retention with community economic development, neighborhood stability, diversity and sustainability efforts. Therefore, in partnership with other agencies, the City will encourage the maintenance and improvement of urban schools to preserve and enhance neighborhood quality and vitality.

Policy PSFE-1.1.6: Attracting new residents

The City of Pensacola will support the vitality of urban schools by encouraging new residents to locate in underutilized school districts. Where appropriate, existing homeownership and rehabilitation incentives may be utilized to attract families to such school districts and encourage the private sector to maintain a housing production capacity sufficient to meet the needs of families between moderate and upper level incomes.

Objective PSFE-1.2: Future land use and school siting

Consistent with Section 163.3177, Florida Statutes, the City will include sufficient allowable land use designations for schools proximate to residential development to meet the projected need for schools.

Policy PSFE-1.2.1: Future Land Use categories.

Consistent with the City's Future Land Use Element, public schools shall be an allowable use in all land use categories, except for Conservation. The Land Development Code may include siting standards for schools, consistent with the Comprehensive Plan. The City will consider the provisions of Section 1013.33(13), Florida Statutes (2007).

Policy PSFE-1.2.2: Flood zones and coastal high hazard area

Consistent with the City's Future Land Use Element, future schools shall not be allowed within the coastal high hazard area as delineated by the City.

Objective PSFE-1.3: School facility siting and consistency with the Comprehensive Plan

The City shall ensure that the planning, construction, and opening of educational facilities are coordinated in time and place, concurrent with necessary services and infrastructure, and consistent with the Comprehensive Plan.

Policy PSFE-1.3.1: Consistency with Comprehensive Plan

The City will coordinate with the School Board by giving an informal assessment regarding the consistency of potential new school sites, and significant expansions or potential closures of existing schools with the Comprehensive Plan, as described in the Interlocal Agreement. The informal assessment reviews, as applicable, the following: environmental suitability, transportation and pedestrian access, availability of infrastructure services, safety concerns, land use compatibility, consistency with community vision, and other relevant issues.

# Policy PSFE-1.3.2: Review of school sites

The City shall review potential new school sites, and significant expansions or potential closures of existing schools for consistency with the following criteria:

- a. That school sites are compatible with present and projected uses of adjacent property.
- b. The locations of proposed new elementary schools are proximate to and within walking distance of the residential neighborhoods served.
- c. The locations of proposed new high schools are on the periphery of residential neighborhoods, with access to major roads.
- d. Existing or planned adequate public facilities are available to support the school.
- e. Safe access to and from the school site is available for by pedestrians and vehicles.
- f. The site is well drained and the soils are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements.
- g. The proposed school location is not within a velocity flood zone or floodway, as delineated in the applicable comprehensive plan.
- h. The site is not in conflict with City stormwater management plans or watershed management plans;
- i. The proposed site can accommodate required parking, circulation, and queuing of vehicles.
- j. The proposed location lies outside the area regulated by Section 333.03, F.S., regarding the construction of public educational facilities in the vicinity of an airport.

The City shall also consider the following in its review:

- a. Site acquisition and development costs;
- b. Whether existing schools can be expanded or renovated to support community redevelopment and revitalization;
- c. Efficient use of existing infrastructure;
- d. Discouragement of urban sprawl;
- e. Environmental constraints that would either preclude or render cost infeasible the development or significant renovation of a public school on a site; and
- f. Adverse impacts to archaeological or historic sites.

Objective PSFE-1.4: Pedestrian access to schools

The City shall work with the School Board to improve safe student access to school facilities, and to reduce hazardous walking conditions consistent with the Florida Safe Ways to School Program.

Policy PSFE-1.4.1: Bicycle and pedestrian access

All public schools shall provide bicycle and pedestrian access consistent with Florida Statutes. Parking at public schools will be provided consistent with the City's Land Development Code (LDC) requirements.

Policy PSFE-1.4.2: Sidewalk Master Plan

The City will continue to review the Sidewalk Master Plan to comprehensively address bicycle and pedestrian needs. The plan will continue to focus on bicycle and pedestrian needs relating to school facilities.

Policy PSFE-1.4.3: Sidewalk/pedestrian improvements

In order to ensure continuous pedestrian access to public schools, priority for City sidewalk/pedestrian improvements will be given to cases of hazardous walking conditions pursuant to Section 1006.23, Florida Statutes, and specific provisions for constructing such facilities will be included in the schedule of capital improvements adopted each fiscal year.

Policy PSFE-1.4.4: New development adjacent to school property

New developments adjacent to existing or planned school sites shall be required to provide a right-of-way and a direct access path for pedestrian travel.

Policy PSFE-1.4.5: Sidewalk requirements for development near schools

New residential developments and redevelopment shall be required to provide sidewalks (complete, unobstructed, continuous with a minimum width of 5 feet) along collector, arterial, and local roads designed to move traffic through subdivisions. Sidewalks shall be required pursuant to the City's Community Design Standards.

Policy PSFE-1.4.6: Coordination with FL-AL TPO

Continue to coordinate with the FL-AL TPO to ensure funding for safe access to schools including participation in the Bicycle Pedestrian Advisory Committee and the Community Traffic Safety Team.

Objective PSFE-1.5: Coordinate Future Land Use Map amendments and DRIs to maintain school capacity

It is the objective of the City to coordinate petitions for future land use changes and developments of regional impact to maintain adequate school capacity to meet future growth needs. This goal will be accomplished recognizing the School Board's statutory and constitutional responsibility to provide a uniform system of free and adequate public schools, and the City's authority for land use, including the authority to approve or deny petitions for comprehensive plan amendments, re-zonings or final plat and site plans that generate students and impact the City of Pensacola school system.

Policy PSFE-1.5.1: School Board review and input

As per section 7.6 of the Interlocal Agreement the City shall take the School Board comments and findings on the availability of adequate school capacity into consideration when reviewing comprehensive plan amendments and other land use decisions.

Policy PSFE-1.5.2: Determining impact of Future Land Use changes and DRIs

The School Board shall use the adopted student generation rates to estimate the potential impact of a proposed future land use change or DRI on available school capacity. When such analysis projects a potential deficiency, the School Board shall include in its comments how it will propose to meet the projected demand. The City will take these comments into consideration per Policy PSFE-1.5.1 prior to approving or denying any future land use change or DRI.

# **GOAL PSFE-2: Implement school concurrency**

The School Board will coordinate with the City to assure the future availability of public school facilities to serve new development will be consistent with the adopted level of service standards. This goal will be accomplished recognizing the School Board's statutory and constitutional responsibility to provide a uniform system of free and adequate public schools, and the City's authority for land use, including the authority to approve or deny comprehensive plan amendments, re-zonings or other development orders that generate students and impact the City's school system.

Objective PSFE-2.1: Level of Service standards

The City will coordinate with the School Board to ensure that the capacity of schools is sufficient to support residential development at the adopted level of service (LOS) standards within the period covered by the 5-year schedule of capital improvements, and the long range planning period. The adopted LOS standards shall be achieved by the conclusion of the first 5-year schedule of capital improvements and the LOS standards shall be maintained each subsequent year. These standards shall be consistent with the Interlocal Agreement agreed upon by the School Board, the City, and the local municipalities.

Policy PSFE-2.1.1: Consistency

The LOS standards set forth herein shall be applied consistently by all local governments within City of Pensacola and by the School Board to all schools of the same type.

Policy PSFE-2.1.2: Level of Service standards

Consistent with the Interlocal Agreement, the City and School Board agree to the following level of service standards for school concurrency in City of Pensacola, based on Florida Inventory of School Houses (FISH) permanent capacity, maximum school size by type, core facility capacity. In calculating achievement of LOS relocatables are not considered permanent capacity and school enrollment shall be based on the annual enrollment of each school based on actual counts reported to the Department of Education in October of each year.

TYPE OF SCHOOL	LEVEL OF SERVICE
Existing	100% of FISH permanent capacity
New or Expansion to Elementary (K-5)	100% of FISH permanent capacity and
	school size shall not exceed FISH
	permanent capacity of 800.
New or Expansion to Middle (6-8)	100% of FISH permanent capacity and
	school size shall not exceed FISH
	permanent capacity of 1200.
New or Expansion to High (9-12)	100% of FISH permanent capacity and

	school size shall not exceed FISH						
	permanent capacity of 2000.						
New or Expansion to Combination (K-8)	100% of FISH permanent capacity and						
New of Expansion to Comoniation (K-6)	school size shall not exceed FISH						
	permanent capacity of 2000.						
Centers							
Centers	100% of FISH permanent capacity or the level of service based on the						
	student/teacher ratios dictated by specific						
	programs, whichever is lowest.						
LEVEL-OF SERVICE STANDARD FO	R CORE FACILITIES (K-5, 6-8, K-8)						
Dining/Kitchen	100% of permanent Total Capacity*						
* Total Capacity for Dining/Kitchen facility shall be base	d on a standard of three (3) feeding periods per day						
based on the design capacity of the core facilities.							
LEVEL-OF SERVICE STANDARD FO	R CORE FACILITIES (9-12)						
Dining/Kitchen	100% of permanent Total Capacity*						
* Total Capacity for Dining/Kitchen facility shall be base	d on a standard of four (4) feeding periods per day based						
on the design capacity of the core facilities.							

Policy PSFE-2.1.3: Amending Level of Service standards

Potential amendments to the LOS standards shall be considered at least annually at the staff working group meeting referenced in subsection 1.1 of the Interlocal Agreement. If there is consensus to amend any level of service, it shall be accomplished by the execution of an amendment to the Interlocal Agreement by all parties and the adoption of amendments to the City, City and Town's comprehensive plans. The amended LOS shall not be effective until all plan amendments are effective, and the amended Interlocal Agreement is fully executed.

Policy PSFE-2.1.4: Financial feasibility of LOS

No LOS standard shall be amended without a showing that the amended LOS standard is financially feasible, supported by adequate data and analysis, and can be achieved and maintained through the five-year schedule for capital improvements.

Objective PSFE-2.2: School Concurrency Service Areas

The City shall establish School Concurrency Service Areas, as the areas within which an evaluation is made to determine if adequate school capacity is available based on the adopted level of service standards.

Policy PSFE-2.2:1: Concurrency Service areas

The Concurrency Service Areas for the City as agreed in the Interlocal Agreement, shall be coterminous with the attendance zone for each individual school. For special purpose centers, charter schools, and magnet schools the concurrency service area shall be district-wide.

Policy PSFE-2.2:2: Maximize capacity utilization

Concurrency service areas shall maximize capacity utilization, taking into account transportation costs, limiting maximum student travel times, achieving socioeconomic, racial and cultural diversity objectives, and other relevant factors as related to determined by the School Board's policy on maximization of capacity.

Policy PSFE-2.2:3: Amending concurrency service areas

Potential amendments to the concurrency service areas shall be considered annually at the staff working group meeting referenced in Subsection 1.1 of the Interlocal Agreement. If there is consensus to amend the concurrency service areas to establish boundaries other than those that are conterminous with the school attendance zones, it shall be accomplished by a written execution of an amendment to the Interlocal Agreement by all parties and by the amendment to the City, City and Town's comprehensive plan. The amended concurrency service area shall not be effective until the amended Interlocal Agreement is fully executed and comprehensive plan amendments are in effect. Amendments to the concurrency service areas that keep the CSAs borders coterminous with the school attendance zones, shall be agreed upon by all parties and shall not require comprehensive plan amendments.

Objective PSFE-2.3: Student generation rates

The School Board will work with the City, City of Pensacola, and Town of Century to establish student generation rates that will be used to determine the impact of development on public school facilities.

Policy PSFE-2.3:1: Student generation rates

Consistent with the Interlocal Agreement, the School Board staff, working with the City staff and municipal staffs, will develop and apply student generation multipliers for residential developments by dwelling unit type (single family or multi-family) for each school type (elementary, middle, K-8, high, or center), considering past trends in student enrollment in order to project future public school enrollment.

Policy PSFE-2.3:2: Calculating student generation rates

The student generation rates shall be calculated by the School Board City, City of Pensacola, and Town of Century in accordance with professionally accepted methodologies, shall be reviewed and updated at least every two years.

Objective PSFE-2.4: Process for school concurrency implementation

In coordination with the School Board, the City will establish a joint process for implementation of school concurrency that includes applicability, capacity determination, and availability standards. The City shall manage the timing of residential subdivision and site plan approvals to ensure adequate school capacity is available consistent with adopted level of service standards for public school concurrency.

Policy PSFE-2.4.1: Applicability standards

School concurrency applies to residential development or a phase of residential development requiring an approval of subdivision plat, site plan, or its functional equivalent.

Policy PSFE-2.4.2: Exempted development

The following residential development shall be considered exempt from the school concurrency requirements:

1. Single family lots of record that have received final subdivision plat approval prior to the effective date of the PSFE, or single family subdivision plats actively being reviewed at the time of adoption of the PSFE that have received preliminary plat approval.

2. Residential developments that have received final site plan approval prior to the effective date of the PSFE, or residential site plans actively being reviewed at the time of adoption of the PSFE.

3. Amendments to residential site plans or subdivisions, which were previously approved prior to the effective date of the PSFE, and which do not increase the number of students generated by the development based on the adopted student generation rates.

4. Age restricted developments that are subject to deed restrictions prohibiting the permanent occupancy of a resident under the age of fifty five (55). Such deed restrictions must be recorded and must be irrevocable for a period of at least thirty (30) years.

5. Group quarters that do not generate students, including facilities such as local jails, prisons, hospitals, bed and breakfast, motels and hotels, temporary emergency shelters for the homeless, adult halfway houses,

firehouse dorms, college dorms exclusive of married student housing, and religious non-youth facilities.

Policy PSFE-2.4.3: Capacity determination standards

The City shall adopt LDC provisions to establish the application procedure and process for evaluating school capacity and making concurrency determinations consistent with the Interlocal Agreement. The School Board shall be responsible for conducting concurrency reviews. The City may choose to provide an informal assessment of school concurrency at the time of preliminary plat, but the test of concurrency shall be at final plat, site plan, or functional equivalent approval.

# Policy PSFE-2.4.4: School board findings

The School Board's findings and recommendations shall address whether adequate capacity exists for each affected concurrency service area, based on the level of service standards. If adequate capacity does not exist, the School Board findings shall address whether appropriate mitigation can be accepted. If mitigation can be accepted, the School Board's findings shall identify the accepted form of mitigation that is consistent with the policies set forth herein.

# Policy PSFE-2.4.5: Allocated capacity in CIP

In evaluating a subdivision plat or site plan for concurrency, any relevant programmed capacity improvements in years 1, 2, or 3 of the 5-year schedule of capital improvements shall be considered available capacity for a proposed project and factored into the concurrency analysis. Any relevant programmed improvements in years 4 or 5 of the 5-year schedule of improvements shall not be considered available capacity for a proposed project unless funding for the improvement is assured through School Board agreement to accelerate the proposed project, or through proportionate fair share mitigation, or some other means of assuring adequate capacity will be available within 3 years. The School Board may choose to use relocatable classrooms to provide temporary capacity while funded schools or school expansions are being constructed.

Policy PSFE-2.4.6: Determination of insufficient capacity

In the event that the School Board finds that there is not sufficient capacity in the affected concurrency service area(s) to address the impacts of a proposed development, the following standards shall apply:

• The project must provide capacity enhancement sufficient to meet its impacts through proportionate share mitigation; or

- Approval of the site plan or final plat (or functional equivalent) must be delayed to a date when the capacity enhancement necessary to maintain level of service can be assured; or
- A condition of approval of the site plan or final plat (or functional equivalent) shall be that the project's development order and/or building permits shall be delayed to a date when the capacity enhancement necessary to maintain level of service can be assured.

Policy PSFE-2.4.7: Availability standard

Where capacity will not be available to serve students generated by a residential development the City shall use the lack of school capacity as a basis for denial of petitions for final pats, site plans or functional equivalents. However, the City shall not deny a petition for a final plat, site plan, or functional equivalent due to a failure to achieve and maintain the adopted level of service for public school capacity where:

Adequate school facilities will be in place or under actual construction within three years after the issuance of the final plat or site plan or functional equivalent;

Adequate school facilities are available in an adjacent concurrency service area and the impacts of development can be shifted to that area; or,

The developer executes a legally binding commitment with the School Board to provide mitigation proportionate to the demand for public school facilities to be created by the actual development of the property subject to the final plat or site plan (or functional equivalent) as provided in the Interlocal Agreement.

Objective PSFE-2.5: Proportionate share mitigation

The City shall coordinate with the School Board to provide proportionate share mitigation alternatives that are financially feasible and will achieve and maintain the adopted level of service standard consistent with the School Board's adopted financially feasible 5-Year Facilities Work Program.

Policy PSFE-2.5:1: Acceptable mitigation

The School Board may allow mitigation for developments that would otherwise cause the LOS standards to be exceeded. Mitigation options shall include the following:

Contribution of, or payment for, acquisition of new or expanded school sites;

Construction or expansion of permanent school facilities;

Mitigation banking, the creation of mitigation banking based on the construction of a public school facility in exchange for the right to sell excess capacity credits within the same concurrency service area; and

Charter schools, provided they are constructed to State Requirements for Educational Facilities (SREF) standards, so that it can be relied on the over the longer term as public school capacity, designed to whatever minimum size and specifications established by the School Board to ensure that if the School Board is required, it can efficiently operate the school.

# Policy PSFE-2.5:2: CIP and proposed mitigation

Proposed mitigation must be directed toward a permanent capacity improvement identified in the School Board's financially feasible 5-Year Work Plan. However, the School Board may accept mitigation in the form of an improvement not identified on the 5-year Work Plan and commit to add the needed improvement to the 5-year Work Plan. The School Board must find that any proposed mitigation will satisfy the demands created by the proposed development consistent with the adopted level of service standards, and the mitigation shall be assured by a legally binding development agreement between the School Board, the City, and the applicant executed prior to the issuance of the final plat, site plan or functional equivalent.

Policy PSFE-2.5:3: Shifting impacts

Mitigation shall not be required when the adopted level of service cannot be met in a specific concurrency service area if the needed capacity for the development is available in one or more contiguous concurrency service areas and the impacts of the development can be shifted to a contiguous concurrency service area. Where more than one concurrency service area is available to accommodate student impacts, the School Board shall evaluate how the impacts of a development shall be shifted. Measures to maximize capacity, including modifications to concurrency service areas in lieu of shifting development impacts, can be considered.

Policy PSFE-2.5:4: Relocatable Classrooms

Relocatable classrooms will not be accepted as mitigation.

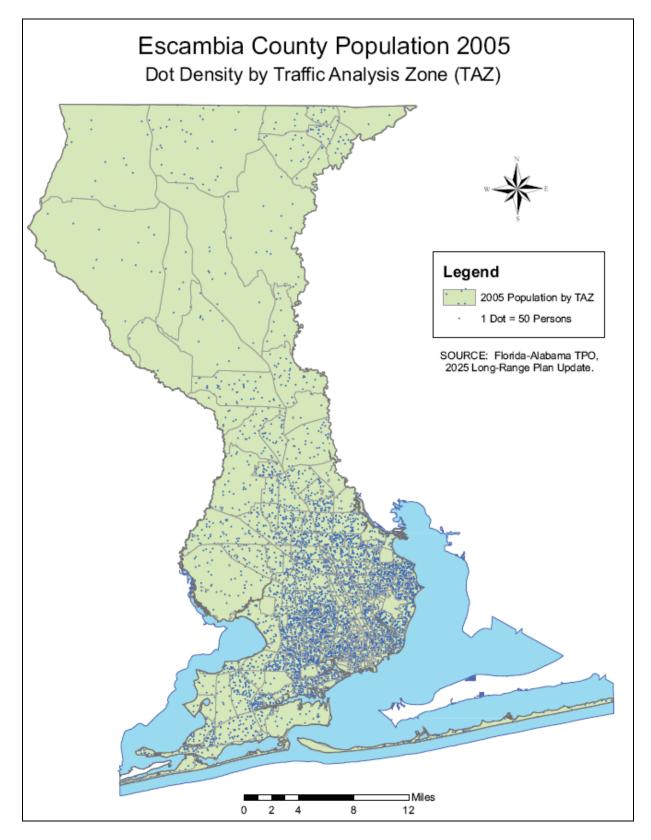
Policy PSFE-2.5:5: Calculation proportionate share mitigation

The applicant's total proportionate-share mitigation obligation to resolve a capacity deficiency shall be based on the following formula, for each school level: multiply the number of new student stations required to serve the new development by the average cost per student station and, if needed, add the additional cost of a core facility to accommodate the additional student stations.

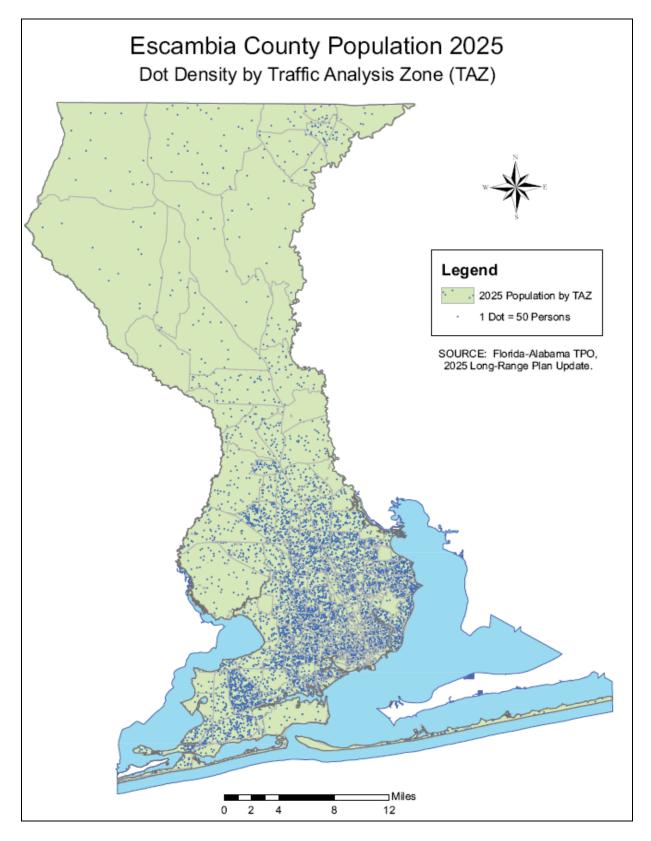
The average cost per student station shall include school facility development costs and land costs. The applicant's proportionate-share mitigation obligation will be credited toward any other impact fee or exaction imposed by local ordinance for the same need, on a dollar-for-dollar basis, at fair market value.

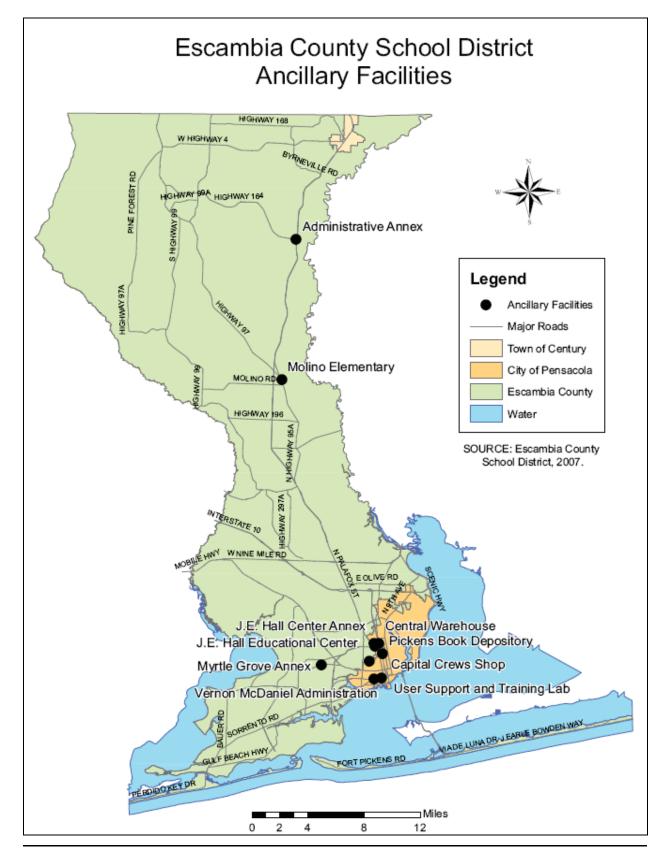
School Facility Maps

Consistent with Section 123.3177(12)(g), Florida Statutes, the Public School Facilities Element shall include future conditions maps showing existing and anticipated schools over the five-year and long-term planning periods. The maps of necessity may be general over the long-term planning period and do not prescribe a land use on a particular parcel of land.



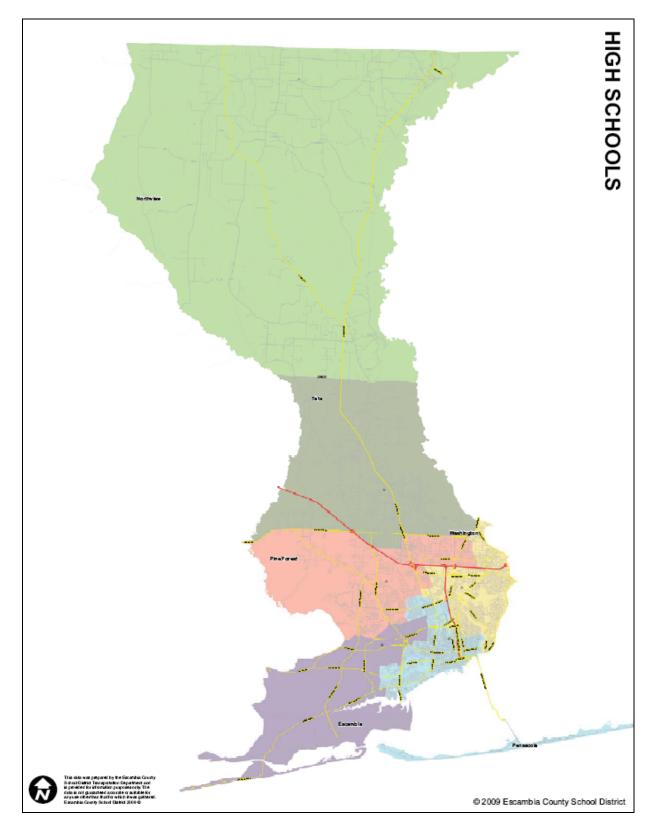
Escambia County Population 2025



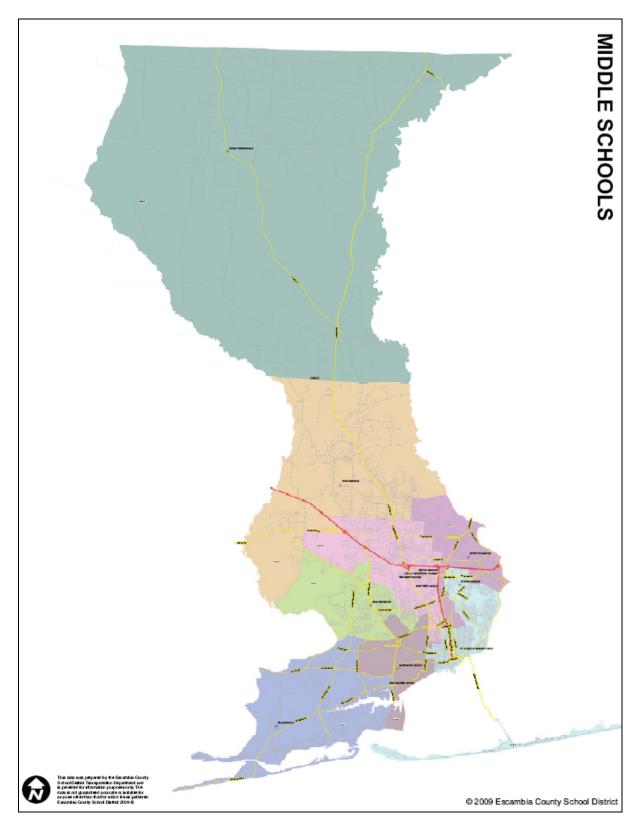


Escambia County School District Ancillary Facilities

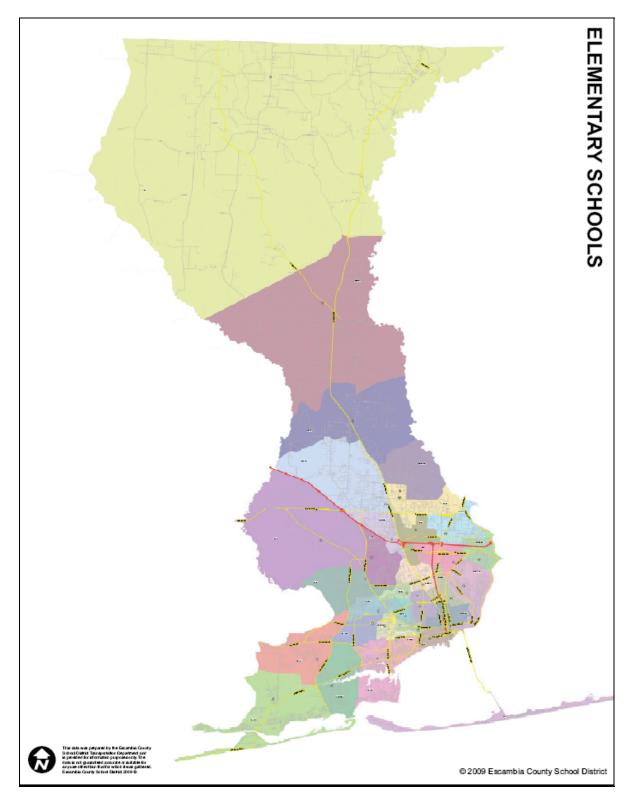
Public Schools and Facilities



Escambia County High School Attendance Zones



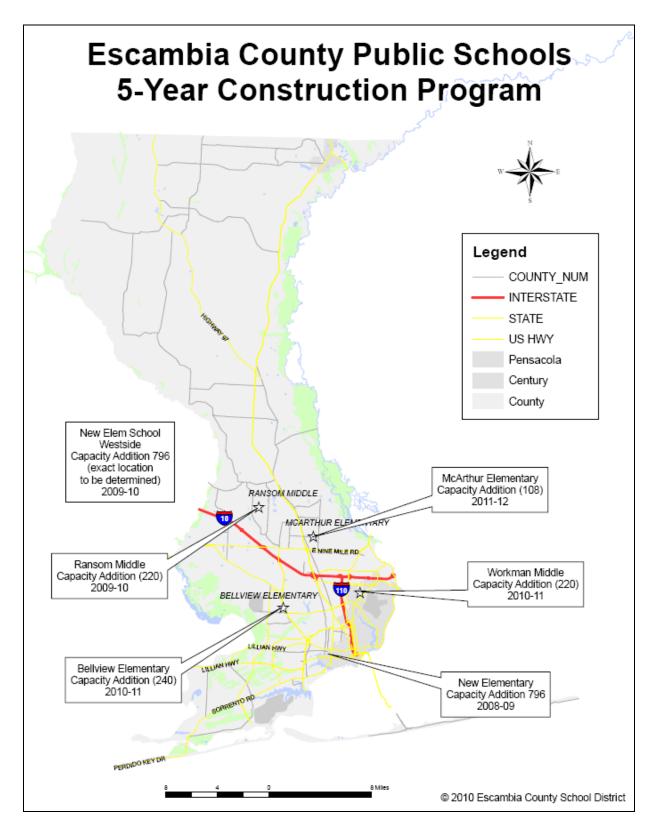
Escambia County Middle School Attendance Zones



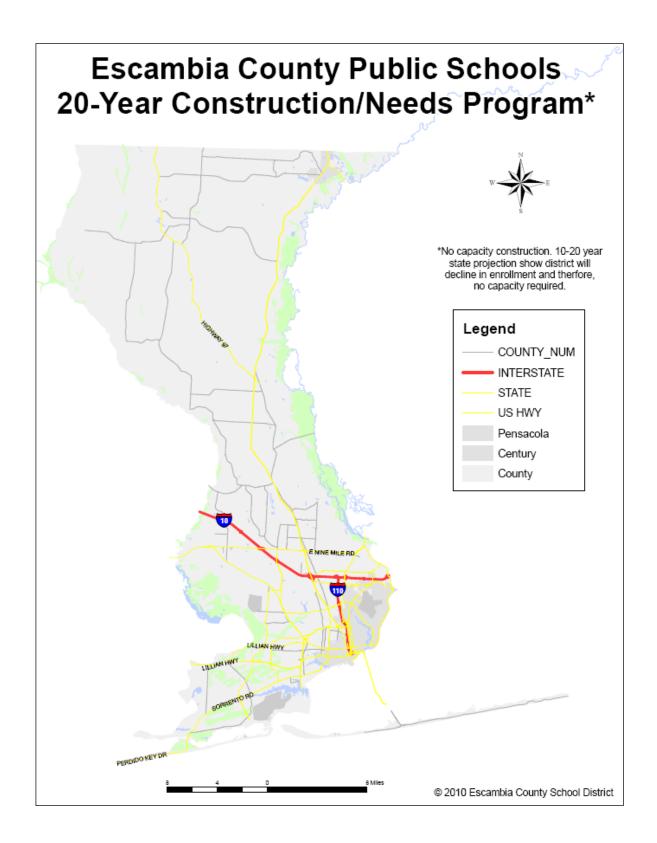
Escambia County Elementary School Attendance Zones

Escambia County Public Schools 5-Year Construction Program

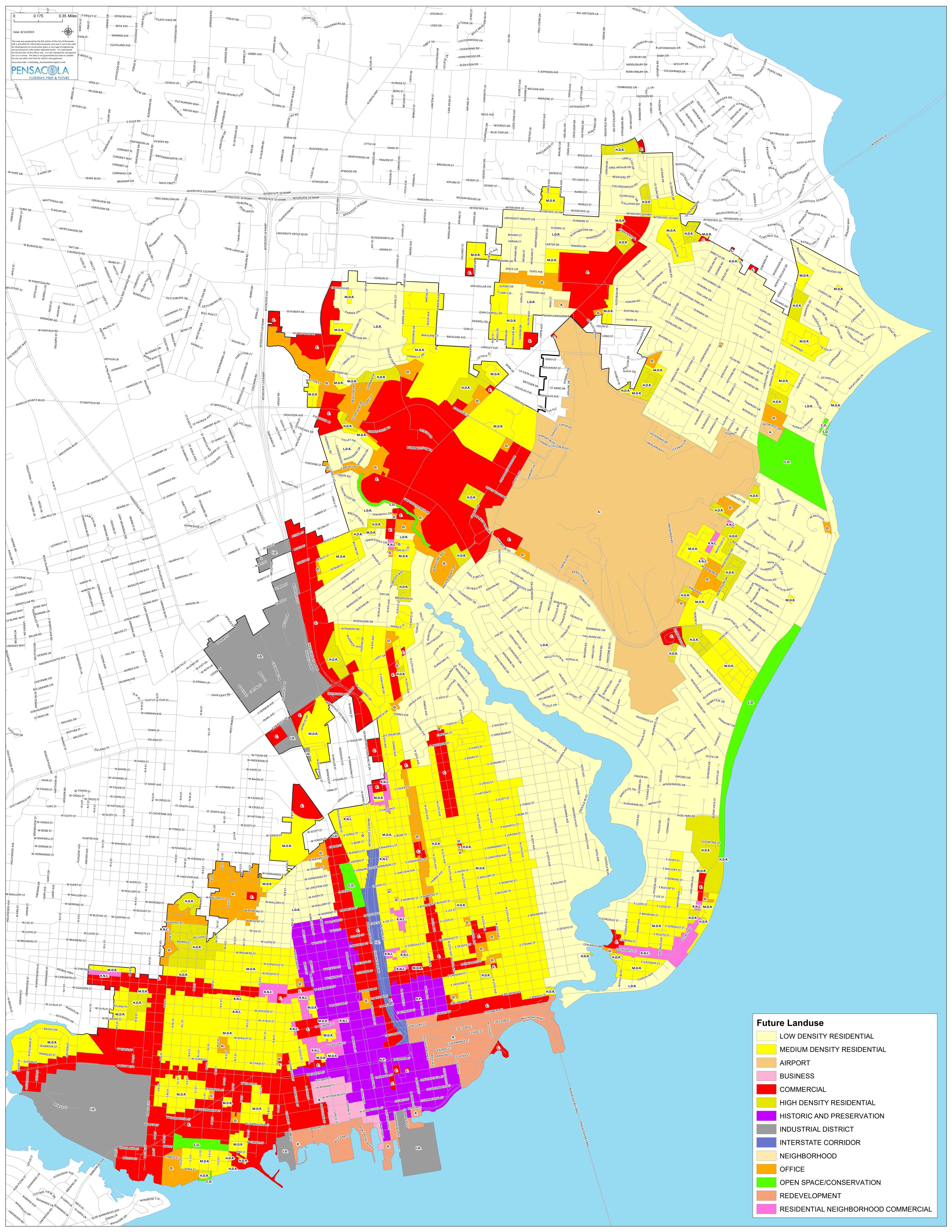
Public Schools and Facilities



Escambia County Public Schools 20-Year Construction/Needs Program



#### Public Schools and Facilities



City of Pensacola

# **COMPREHENSIVE PLAN VOLUME I** Goals, Objectives, and Policies



Pensacola, Florida Community Development Department

**July 2011** 

CITY OF PENSACOLA COMPREHENSIVE PLAN

#### VOLUME I GOALS, OBJECTIVES, AND POLICIES

#### PENSACOLA, FLORIDA COMMUNITY DEVELOPMENT DEPARTMENT

**JULY 2011** 

VOLUME II - DATA AND ANALYSIS TO THE COMPREHENSIVE PLAN SERVES AS SUPPORTING DOCUMENTATION TO THIS SECTION

# CITY OF PENSACOLA COMPREHENSIVE PLAN

# **VOLUME I GOALS, OBJECTIVES, AND POLICIES**

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#### **CHAPTER 1**

#### FUTURE LAND USE

GOAL FLU-1: Maximize the use of land both from an economic standpoint, and from the standpoint of minimizing threats to the health, safety and welfare of residents and to the continued well-being of the natural environment.

Objective FLU-1.1: Specify the desired development pattern through a land use category system that provides for the location, type, density and intensity of development and redevelopment based on natural conditions and dependent on the availability of services as shown on the Future Land Use Map and controlled through the adopted Land Development Code.

Policy FLU-1.1.1: All development orders and building permits for future development and redevelopment activities shall be issued only if public facilities necessary to meet adopted level of service standards are available concurrent with the impacts of the development.

Policy FLU-1.1.2: The City will amend its Land Development Code as needed to remain consistent with the requirements of Chapter 163.3202, Florida Statutes and Chapter 9J-5.022 and 9J-5.023, F.A.C. so that future growth and development will continue to be managed through the preparation, adoption, implementation and enforcement of land development regulations that are consistent with the Comprehensive Plan.

Policy FLU-1.1.3: The Land Development Code will be evaluated during the EAR-based amendment process to identify revisions that are needed to implement the goals, objectives and policies of the Comprehensive Plan. The Land Development Code includes:

- 1. Zoning District Regulations
- 2. Neighborhood Preservation Standards
- 3. Off-Street Parking
- 4. Signage
- 5. Tree/Landscape Regulations
- 6. Subdivisions
- 7. Control of Erosion, Sedimentation and Runoff
- 8. Flood Plain Management
- 9. Airport Zoning

Policy FLU-1.1.4: Each future land use category shall have a set of zoning districts that may be permitted within that future land use category, and zoning that is not consistent with the category shall not be approved. The zoning ordinances shall include a table which sets forth the different zoning districts

which are permitted within each future land use category, and designations which are not consistent with the table shall not be approved.

Policy FLU-1.1.5: Future land use categories, including densities and intensities of use for each category, shall be established as follows:

Conservation District: The Conservation Land Use District is established to preserve open space as necessary for protecting water resources, preserving scenic areas, preserving historic sites, providing parklands and wilderness reserves, conserving endemic vegetation, preventing flood damage and soil erosion. This future land use category shall apply to environmentally sensitive areas identified on the Future Land Use Map and protected from development pursuant to site plan review. The following generalized uses are permitted:

(a) Wildlife and vegetation conservation:

Wildlife refuge, nature trails and related facilities

(b) Recreational facilities:

Passive recreation Bike trails Jogging trails

(c) Other similar and compatible conservation and recreational uses: Boat moorings, fishing piers, drainage areas, etc.

Residential Districts: The Residential Land Use Districts are established for the purpose of providing and preserving areas of predominantly low, medium or high residential development. A variety of residential uses shall be allowed, based on zoning classification, at the following maximum densities:

- \* Low Density Residential 5 or fewer residential dwelling units per acre.
- \* Medium Density Residential 18 or fewer residential dwelling units per acre. Conditional use permits for the following land uses may be approved in the Medium Density Residential Land Use District based on site plan review and public notification procedures: Residential design manufactured homes, bed and breakfast, day care centers and accessory office units subject to intensity standards for the Office and Residential/Neighborhood Commercial Land Use Districts.
- \* High Density Residential 35 or fewer residential dwelling units per acre allowed pursuant to lot coverage, landscape area, parking and recreational area development requirements provided in the adopted Land Development Code. No building shall exceed a height of 150'. This height limitation shall not apply to buildings for which preliminary development plan approval was granted by the City Council on or before December 31, 1994.

Office District: The Office Land Use District is established for the purpose of providing for a mixture of residential and office uses, developed separately or within the same structure. When located in older, developed areas of the City, the district is intended to provide for residential or office infill development at a density, character and scale compatible with the surrounding area. In newer, vacant areas of the City, the district is also intended as a transition area between residential and commercial uses. Residential and office uses are allowed at the following maximum densities and intensities:

- \* Residential density not to exceed 35 dwelling units per acre.
- \* Office the maximum combined area occupied by all principal and accessory buildings on a lot shall be 30% for a one- to four-story building, 25% for a five- to seven-story building and 20% for any building over eight stories. No building shall exceed a height of 100'.

Residential/Neighborhood Commercial District: The Residential/ Neighborhood Commercial Land Use District is established for the purpose of providing for a mixture of residential, professional and certain types of neighborhood convenience-shopping-retail sales and service uses. Residential and office or commercial uses shall be allowed within the same structure. When located in older sections of the community in which by custom and tradition the intermixing of such uses has been found to be necessary and desirable, the districts intended to provide for infill development at a density, character and scale compatible with the surrounding area. When located in newer developing areas where it is necessary and desirable to create a transition zone between a residential and a commercial district, the district is intended to provide for mixed office, commercial and residential development. Residential, office and low-intensity commercial uses are allowed at the following maximum densities and intensities:

- \* Residential density not to exceed 35 dwelling units per acre.
- \* Office and Commercial the maximum combined area occupied by all principal and accessory buildings on a lot shall be 30% for a one- to four-story building, 25% for a five- to seven-story building and 20% for any building over eight stories. No building shall exceed a height of 100'.
- \* Commercial uses shall be restricted to a maximum floor area subject to regulations set forth in the adopted Land Development Code.

Commercial District: The Commercial Land Use District is established for the purpose of providing areas of commercial development ranging from compact shopping areas to limited industrial/high intensity commercial uses. Light industrial uses such as fabrication, assembly and warehousing are permitted.

Conventional residential use is allowed as well as residential uses on upper floors above ground floor commercial or office uses and in other types of mixed-use development. Residential, office and commercial uses are allowed at the following maximum densities and intensities:

- \* Residential density not to exceed 35 dwelling units per acre outside the dense business area and density not to exceed 135 dwelling units per acre in the dense business area.
- \* Office and Commercial in the dense business area the maximum combined area occupied by all principal and accessory buildings shall be 100% of lot size (subject to compliance with parking provisions) up to a height of 100'. Developments of over 100' in height shall be required to reduce the lot coverage by 10%. No building shall exceed a height of 150'.
- \* Office and Commercial outside of the dense business area the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a height of 100'. Developments of over 100' in height shall be required to reduce the lot coverage by 10%. No building shall exceed a height of 150'.

Industrial District: The Industrial Land Use District is established for the purpose of providing areas for industrial development for community and regionally oriented service areas. The district is intended to facilitate the more intense, large-scale manufacturing, warehousing, distribution, wholesaling and other industrial functions of the City and the region. The uses in this district would typically be of a scale and intensity that are more likely to be capable of having an adverse affect (through sound, vibration, odor, etc) on adjacent properties if they are not of a compatible character (i.e. residential, office, and general commercial land uses). Office, commercial and a mixture of light industrial, heavy industrial and industrial park uses are allowed, with maximum building coverage of 75% of lot size up to a maximum height of 100 feet.

Neighborhood District: The Neighborhood Land Use District is established to provide for land uses and aesthetic considerations which are distinctive and unique to neighborhoods defined by specific geographic boundaries on the Future Land Use Map.

A variety of residential, office and commercial uses will be allowed at the following maximum densities or intensities:

- \* Residential density not to exceed 35 dwelling units per acre.
- \* Office and Commercial the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a maximum height of 100'.

Historic and Preservation District: The Historic and Preservation Land Use District is established to preserve the development pattern and distinctive architectural character of these unique areas through the restoration of existing buildings and construction of compatible new buildings. These buildings and historic sites and their period architecture make the district unique and worthy of continuing preservation efforts. 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 districts. The district is an established business area, residential neighborhood and tourist attraction, containing historic sites and museums, a variety of specialty retail shops, restaurants, small offices, and residences.

A variety of residential, office and commercial uses will be allowed at the following maximum densities or intensities:

- \* Residential density not to exceed 35 dwelling units per acre in the Pensacola (Seville) Historic District, the North Hill Preservation District and the Old East Hill Preservation District and density not to exceed 135 dwelling units per acre in the Palafox Historic Business District.
- \* Office and Commercial in the Pensacola (Seville) Historic District, the North Hill Preservation District and the Old East Hill Preservation District - buildings shall not exceed a maximum height of 45'. Lot coverage shall be regulated by use of front, side and rear yard requirements pursuant to regulations in the Land Development Code and based on existing development.
- \* Office and Commercial in the Palafox Historic Business District the maximum combined area occupied by all principal and accessory buildings shall be 100% of lot size (subject to compliance with parking provisions) up to a height of 100'. Developments of over 100' in height shall be required to reduce the lot coverage by 10%. No building shall exceed a height of 150'.

Redevelopment District: The Redevelopment Land Use District is established to promote the orderly redevelopment of the southern gateway to the City and portions of the Pensacola Bay waterfront area in order to enhance visual appearance, preserve unique shoreline vistas, provide public shoreline access, preserve or provide working waterfront activities, improve traffic safety and encourage a high quality of site planning. Site specific analysis of each development proposal within the district is intended to ensure that the scenic orientation and open space image of the shoreline is maintained, that the development characteristics are upgraded and the boundary of the adjacent special districts are positively reinforced.

A variety of residential, office and commercial uses will be allowed at the following densities or intensities:

- \* Residential density not to exceed 100 dwelling units per acre in the Gateway Redevelopment District and 60 dwelling units per acre in the Waterfront Redevelopment District.
- \* Office and Commercial in the Gateway Redevelopment District the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a maximum height of 100'.
- \* Office and Commercial in the Waterfront Redevelopment District the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a maximum height of 60'.

Business District: The Business Land Use District is established to promote the compatible redevelopment of the City's historic downtown waterfront by encouraging high quality site planning and architectural design which is compatible with both the historic character of the existing structures and the waterfront activities.

- \* Residential density not to exceed 108 dwelling units per acre in the South Palafox Business District.
- \* Office and Commercial in the South Palafox Business District the maximum combined area occupied by all principal and accessory buildings shall be 100% of lot size up to a maximum height of 80'.

Airport District: The Airport Land Use District is established to regulate land owned by the Pensacola Regional Airport or immediately adjacent to the airport which is considered sensitive due to its relationship to the runways and its location within noise zones. Land owned by the City allows only open space, recreational or commercial and industrial uses customarily related to airport operations. Low density residential and a variety of office and commercial uses will be allowed on privately owned land, based on the zoning classification and subject to the requirements of Chapter 333 of the Florida Statutes, at the following maximum densities:

- \* Residential density not to exceed 5 dwelling units per acre.
- \* Office and Commercial the maximum combined area occupied by all principal and accessory buildings shall be 50%. No building shall exceed a height of 45', subject to airport height limitations.

Interstate Corridor District: The Interstate Corridor Land Use District is established to provide for non-highway land uses both below and adjoining the Interstate I-110 corridor on land owned by the Florida Department of Transportation and leased by the City of Pensacola as shown in the Site Development Plan in the DOT *Corridor Location, Design and Multiple Use Report: Interstate 110, Pensacola, Escambia County, Florida, 1972.* The

following land uses are allowed at the land use mix composition shown below, with site plan review and City Council approval:

- \* Residential density not to exceed 35 dwelling units per acre up to a maximum 3% of the developable land.
- \* Service, tourist and community commercial and light industrial uses up to a maximum 25% of developable land.
- \* Recreation and open space facilities, and community centers owned and operated by the City up to a maximum 35% of developable land.
- \* Public utilities, City government buildings and facilities and public transportation facilities up to a maximum 37% of developable land.

The maximum combined area occupied by all principal and accessory buildings shall be 50%. No building shall exceed a height of 45', subject to DOT height limitations.

Policy FLU-1.1.6: The following uses shall be allowed in all future land use districts, except for Conservation and Interstate Corridor, subject to regulations set forth in the adopted Land Development Code, and Chapter 333 of the Florida Statutes: Community residential homes, schools with curriculum the same as public schools, libraries, churches, home occupations and accessory structures incidental to any permitted use. Parks and playgrounds and utility structures shall be allowed in every district.

Policy FLU-1.1.7: Adaptive reuse of vacant public, semipublic, institutional or historically significant structures within the Medium and High Density Residential Land Use Districts and the Residential Neighborhood Commercial Land Use District shall be allowed subject to issuance of a conditional use permit.

Applicants for a conditional use permit must submit development plans, undergo site review process through the Planning Board, provide for public notification of property owners within an established radius and obtain approval from the City Council. To ensure the compatibility of the conditional use development with the surrounding residential neighborhood the City Council may prescribe appropriate conditions and safeguards as follows:

- \* Limit or otherwise designate the following: the manner in which the use is conducted; the height, size or location of a building or other structure; the number, size, location, height or lighting of signs; the location and intensity of outdoor lighting or require its shielding.
- \* Establish special or more stringent buffer, yard or other open space requirements.
- \* Designate the size, number, location or nature of vehicle access points.

- \* Require berming, screening, landscaping or similar methods to protect adjacent or nearby property and designate standards for installation or maintenance of the facility.
- \* Designate the size, height, location or materials for a fence or wall.

Objective FLU-1.2: Existing nonconforming land uses which are incompatible or inconsistent with the Future Land Use Plan will not be allowed to expand, to be enlarged, or to be rebuilt or reopened if destroyed, pursuant to provisions adopted in the Land Development Code and consistent with the requirements of Chapter 163, F.S.

Policy FLU-1.2.1: Expansion or replacement of land uses, which are incompatible with the Future Land Use Plan, shall be prohibited. Existing nonconforming uses will be permitted as provided in the City's Land Development Code.

Policy FLU-1.2.2: Land uses which are potentially incompatible due to type of use and/or intensity of use, shall be buffered from one another through the use of physical and/or natural vegetative barriers within required yards established in the adopted Land Development Code.

Objective FLU-1.3: The City shall protect its natural resources and its historic, architectural and archaeological resources in accordance with the City's Land Development Code.

Policy FLU-1.3.1: Continue to protect natural open space areas within the City as designated in the Recreation and Open Space Element.

Policy FLU-1.3.2: Public access to the waterfront shall be maintained or improved by the City (i.e., boat ramps, street rights-of-way). Private property rights will be protected in providing public access to the waterfront.

Policy FLU-1.3.3: Wetlands and other natural vegetative and wildlife habitats identified, as Conservation Districts on the City's Future Land Use Map will be protected from development through provisions in the Land Development Code.

Policy FLU-1.3.4: Regulate the location of hazardous waste disposal, storage and treatment facilities within the City through enforcement of land development regulations.

Policy FLU-1.3.5: The City shall coordinate with West Florida Historic Preservation, Inc. by providing technical assistance in its efforts to identify, designate and preserve historic architectural resources and shall continue to enforce the regulations in the adopted Historic District zoning ordinance.

Policy FLU-1.3.6: The City shall abide by the guidelines of its archaeological resolution whenever development is planned for City-owned property.

Policy FLU-1.3.7: The City shall utilize maps contained in the *Wellhead Protection Area Delineation In Southern Escambia County, Florida, Water Resources Special Report 97-4, December 1997*, prepared by the Northwest Florida Water Management District, as may be amended, and included by reference, to identify wellhead protection areas around existing water wells and shall continue to cooperate with the Escambia County Utilities Authority in reviewing land use regulations within these areas.

Policy FLU-1.3.8: Land uses delineated by the Future Land Use element shall be permitted based on the availability of water supplies in addition to the availability of public water facilities consistent with the requirements of Chapter 163, F.S.

Objective FLU-1.4: All development and redevelopment in the Coastal High Hazard Area shall be consistent with the Coastal Management Element and shall be coordinated with appropriate regional hurricane evacuation plans.

Policy FLU-1.4.1: For City-funded developments, water-dependent and water-related activities shall be given a higher priority for permit approval.

Policy FLU-1.4.2: Public access to the waterfront shall be encouraged in all developments utilizing City funds except for industrial developments.

Policy FLU-1.4.3: Future residential land use developments in the CHHA shall be limited to the following densities by location:

- \* Low density along Escambia Bay north of Hyde Park Road and south of Gadsden Street, and along both shores of Bayou Texar.
- \* Medium density along Pensacola Bay (except for the Historic District), and along Bayou Chico.
- \* High density Historic District.

Policy FLU-1.4.4: Future residential land use developments in the dense business area constructed in the CHHA shall be limited to medium density (18 or fewer residential dwelling units per acre). Allowable density above the medium density limit established by future land use category may be transferred to portions of the development site outside the CHHA.

Objective FLU-1.5: The City shall coordinate with other local governments and agencies to reduce or minimize adverse impacts in the region due to development in the City.

Policy FLU-1.5.1: The City shall develop procedures for review of requests for development orders which might affect or be affected by another government or agency and coordinate appropriately.

Policy FLU-1.5.2: The City shall review and contribute to any updates of the Comprehensive Plans in surrounding jurisdictions and other policy plans that would affect implementation of local resource protection goals.

Objective FLU-1.6: Ensure that suitable land is available for utilities necessary to support proposed developments through enforcement of subdivision ordinances which require the provision of adequate land for utilities infrastructure.

Policy FLU-1.6.1: Pursue an interlocal agreement and an informal coordination mechanism, to the extent possible, with Emerald Coast Utilities Authority and other utilities providers in locating public facilities and utilities to maximize the efficiency of services provided, to minimize their cost and to minimize their impacts on the natural environment.

Objective FLU-1.7: Facilitate efficient and reliable delivery of electric service.

Policy FLU-1.7.1: New electric distribution substations shall be a permitted use in all land use categories and zoning districts within the City except those designated as preservation, conservation, or historic preservation on the future land use map or duly adopted ordinance pursuant to F.S. 163.3208.

Policy FLU-1.7.2: Standards for set-backs, landscaping, buffering, screening, and other aesthetic compatibility-based standards shall apply to new distribution electric substations pursuant to F.S. 163.3208 to achieve compatibility with adjacent and surrounding land uses to the maximum extent practicable.

Policy FLU-1.7.3: The City shall grant or deny a properly completed application for a permit to locate a new distribution electric substation within a residential land use category or zoning district pursuant to the requirements of F.S. 163.3208.

Objective FLU-1.8: Provide for effective land development opportunities while allowing for innovative solutions through the Land Development Code.

Policy FLU-1.8.1: The land development regulations shall be modified and/or expanded to reflect the goals, objectives and policies of all the Comprehensive Plan elements.

Policy FLU-1.8.2: Land development regulations shall allow flexibility, within some zoning districts to provide for affordable housing and other redevelopment opportunities.

Policy FLU-1.8.3: Land development regulations shall include standards for residential density bonuses above the limit otherwise established by future land use category in exchange for the construction of affordable housing and as an incentive to achieve superior building and site design, preserve environmentally

sensitive lands and open space, and provide public benefit uses including access to the waterfront.

- Density bonuses for superior building and site design, preservation of environmentally sensitive lands and open space, and provision of public benefit uses shall not exceed 10% of the limit otherwise established by land use category and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- Density bonuses for superior building and site design, preservation of environmentally sensitive lands and open space, and provision of public benefit uses shall be based upon clear and convincing evidence that the proposed design will result in a superior product that is compatible with the surrounding land uses and produces a more desirable product than the same development without the bonus.
- Density bonuses for the provision of affordable housing shall not exceed 25% of the limit otherwise established by land use category and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- Density bonuses for the provision of affordable housing shall be based upon ratios of the amount of affordable housing to market rate housing within a proposed residential development and shall include mechanisms to assure that the units remain affordable for a reasonable timeframe such as resale and rental restrictions and rights of first refusal.
- The maximum combined density bonus for superior building and site design, preservation of environmentally sensitive lands and open space, provision of public benefit uses and affordable housing provided to any single development shall not exceed 35% of the limit otherwise established by land use category.
- All density bonuses shall be approved by the City Planning Board.

Objective FLU-1.9: Direct development in the City to areas where infrastructure exists to reduce development outside of the City limits which would cause further urban sprawl.

Policy FLU-1.9.1: Promote infill development of vacant and underutilized parcels within City limits through use of appropriate land development regulations, and provision of effective urban services.

Policy FLU-1.9.2: Encourage mixed-use development as a means to increase density in the designated urban core and inner-city redevelopment areas of the City in accordance with adopted redevelopment area plans through EAR-based amendments of the Comprehensive Plan and revisions of the Land Development Code.

Policy FLU-1.9.3: Support increased density in proximity to existing and proposed urban elementary schools, and seek to use such schools as neighborhood focal points by collocating public facilities such as parks and community centers with schools to the extent possible.

Policy FLU-1.9.4: Continue to encourage mixed use development through the use of innovative land development techniques such as planned unit developments, cluster housing, mixed-uses on individual parcels and other approaches as provided in the land development code.

Policy FLU-1.9.5: Promote innovative arrangements of development types and promote a complimentary mix of residential/commercial/recreation uses along primary vehicular corridors of neighborhoods so as to minimize the impacts of new development on existing resources and facilities by allowing a variety of uses in close proximity to one another.

Policy FLU-1.9.6: Allow development of a mixture of residential, commercial and office land uses in the mixed residential/office/commercial zoning districts along primary vehicular corridors of the Urban Core and inner-city Community Redevelopment Areas, through review and revision of the Land Development Code.

Objective FLU-1.10: Increase and enhance Traditional Neighborhoods

Policy FLU-1.10.1: Identify and revise incompatible zoning designations and approved land uses to ensure suitable development in support of existing traditional neighborhoods and a cohesive urban fabric.

Policy FLU-1.10.2: Encourage new Neo-Traditional Neighborhood Development and compatibly designed infill within the urban core and inner-city redevelopment areas through review, and revision where necessary, of the land use regulations in the Land Development Code.

Policy FLU-1.10.3: Explore Neighborhood Conservation Overlay Districts to ensure compatible infill development in existing traditional neighborhoods.

Policy FLU-1.10.4: Explore the use of State and Federal redevelopment programs to encourage Neo-Traditional Neighborhood Developments that include a mix of uses and provide housing for a range of incomes.

Objective FLU 1.11: Promote development in the downtown urban core areas of the City.

Policy FLU-1.11.1: Promote through the redevelopment process, the introduction of mixed-use development to enhance retail viability, establish truly pedestrianoriented shopping districts, create more attractive buildings and public spaces, support transit viability, and reduce vehicle trips.

Policy FLU-1.11.2: Review land use regulations in the Land Development Code and revise where necessary to support walkability and pedestrian activity, arts, and entertainment uses in the City's downtown.

Policy FLU-1.11.3: Review land use regulations in the Land Development Code and revise where necessary to encourage the vertical and horizontal integration of a complementary mix of commercial, service and other non- residential uses that address the needs of families and other household types living in downtown neighborhoods.

Policy FLU-1.11.4: Pursue the establishment of a downtown railroad "quiet zone" to facilitate downtown development.

Policy FLU-1.11.5: Continue to coordinate with the Downtown Improvement Board on parking enforcement and management to provide adequate parking for downtown patrons.

Policy FLU-1.11.6: Continue to waive off-street parking requirements in the HC-1 and HC-2 districts, for residential land uses in the dense business area, and for qualifying buildings in the South Palafox Business District and C-2A district to encourage downtown and urban core development.

Policy FLU-1.11.7: Continue to allow the off-site provision of parking through a shared parking agreement in qualifying zoning districts to promote downtown and urban core development.

Objective FLU-1.12.: Implement plans for redevelopment and renewal of blighted areas in Census Tracts 1 through 8, and particularly in the downtown urban core and inner-city Community Redevelopment Areas.

Policy FLU-1.12.1: Continue to undertake redevelopment projects and programs as outlined in the *Urban Core Community Redevelopment Plan* (2010 Update), the *Pensacola Waterfront Redevelopment Plan* (2000/Update 2010), the *Pensacola Historic District Master Plan*, (2004) and the *Belmont DeVilliers Land use Plan* (2004) and promote increased density.

Policy FLU-1.12.2: Continue to engage in redevelopment activities within the designated Urban Infill and Redevelopment Area in accordance with the *Urban Infill and Redevelopment Area Plan*.

Policy FLU-1.12.3: Implement redevelopment efforts as identified in the *Westside Community Redevelopment Area Plan* (2007).

Policy FLU-1.12.4: Encourage Brownfield and grayfield redevelopment and adaptive reuse within the urban core and inner-city development areas.

Policy FLU-1.12.5: Promote redevelopment of existing automobile-oriented corridors and the upgrading of existing commercial development to create vibrant, mixed-use boulevards that balance efficient movement of motor vehicles with the creation of attractive pedestrian-friendly districts that serve the adjoining neighborhoods as well as passing motorists pursuant to adopted redevelopment plans.

Policy FLU-1.12.6: Provide infrastructure improvements as part of a redevelopment program in the above mentioned areas in such a way that will not strain the economic resources of the City's existing and new residents.

Policy FLU-1.12.7: Provide for some economic incentives for development in the cited neighborhoods including the following:

- \* Establishing lower level of service standards for some facilities in developed neighborhoods so that costs of upgrading facilities will not be prohibitive; and
- \* Establishing lower or abolishing impact fee assessments in these neighborhoods if the use of impact fees are adopted in the Plan.

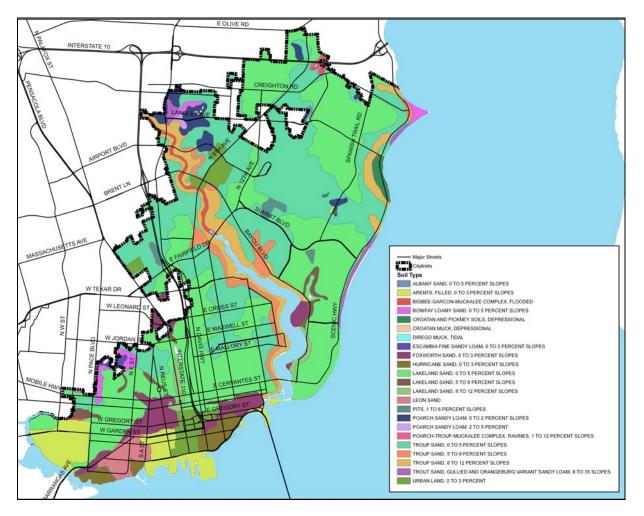
Objective FLU-1.13: Opportunity for dispute resolution in consideration of revisions to the Comprehensive Plan.

Policy FLU-1.13.1: Opportunity shall be afforded, pursuant to F.S. 163.3181 (4), for informal mediation or other alternative dispute resolution to a property owner who's request for an amendment to the Comprehensive Plan pertaining to his property is denied. The costs of the mediation or other alternative dispute resolution shall be borne equally by the local government and the property owner. If the owner requests mediation, the time for bringing a judicial action is tolled until the completion of the mediation or 120 days, whichever is earlier.

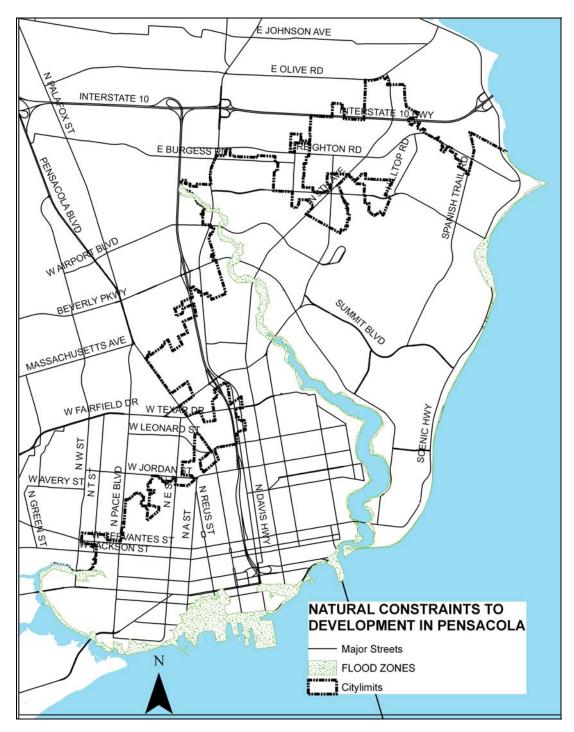
Policy FLU-1.13.2: Prior to an administrative hearing conducted pursuant to review of the comprehensive plan or plan amendment by the state land planning agency, opportunity to mediate or otherwise resolve the dispute of any affected person who intervenes as a party to that proceeding shall be afforded pursuant to

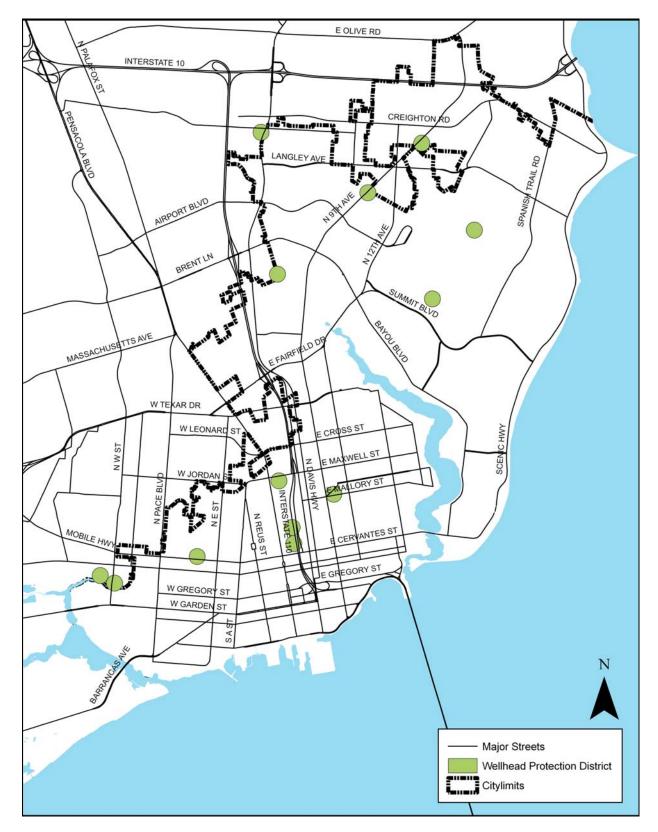
F.S. 163.3184 (10)(c). The costs of the mediation or other alternative dispute resolution shall be borne equally by all the parties to the proceeding.

## City of Pensacola Soils



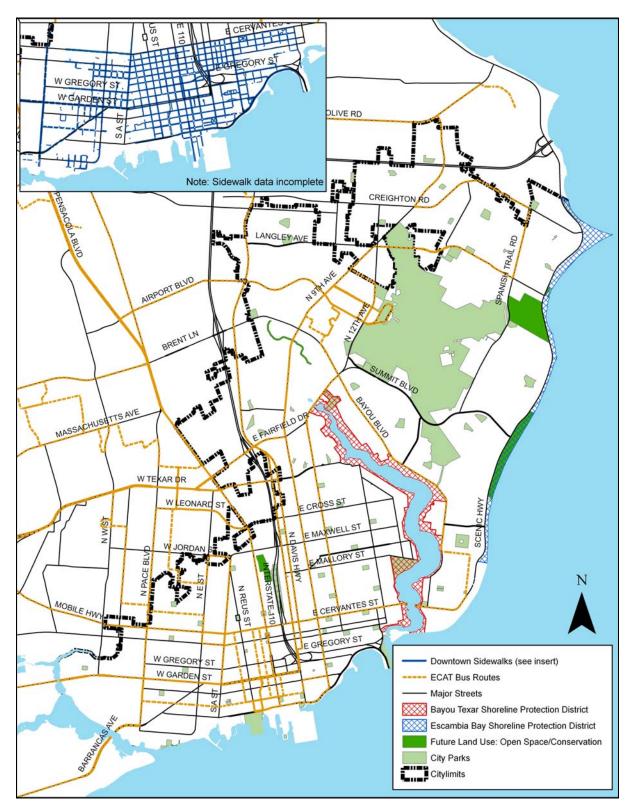
## City of Pensacola Flood Zones



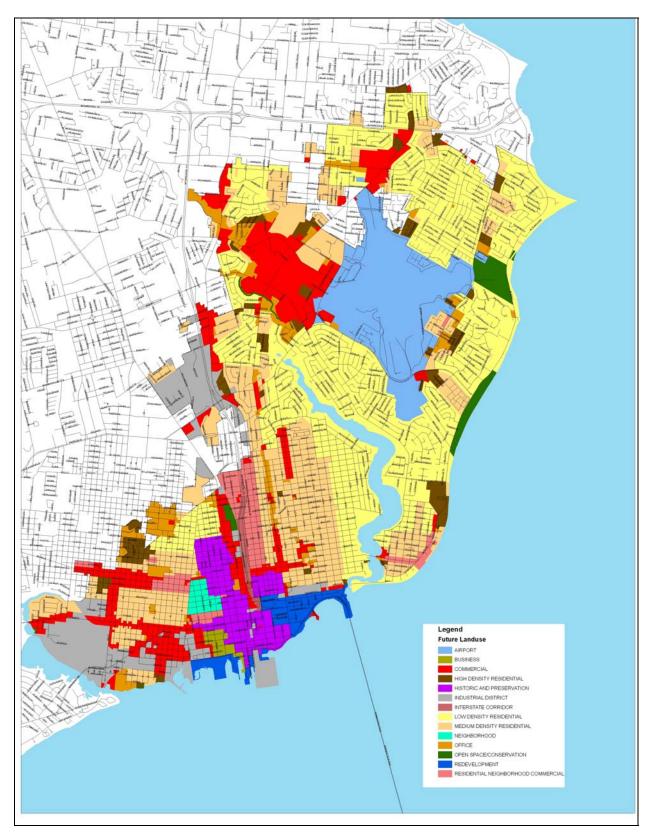


City of Pensacola Wellhead Protection Zones

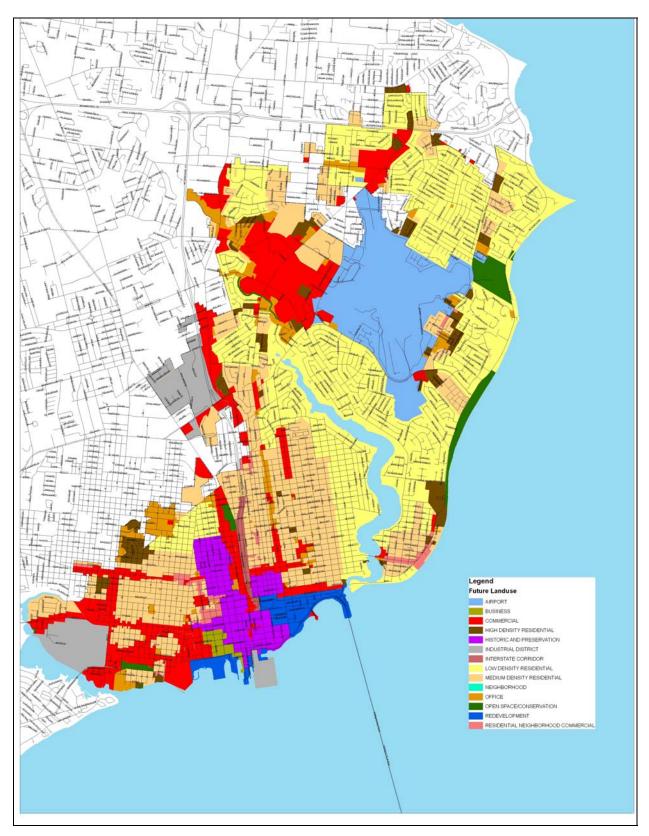
City of Pensacola Energy Conservation



# Existing Future Land Use



## Proposed Future Land Use



#### **CHAPTER 2**

#### TRANSPORTATION

#### GOAL T-1: A safe, convenient, and efficient street system.

Objective T-1.1: The City shall maintain Level of Service standards and implement recommendations to address existing and forecasted LOS deficiencies.

Policy T-1.1.1: The City of Pensacola has adopted Florida Department of Transportation (FDOT) Quality/Level of Service Handbook standards to determine maximum volumes for adopted level of service on the Florida Intrastate Highway System. In addition, the City has adopted the following Level of Service standards on the other roadway types within the City limits to determine maximum volumes:

Roadway Type	LOS (Peak hour)
State Roadways	
Intrastate	С
Other State Roads	E
Roads Within the TCEA	Exempt
Local Roadways	
Local Collector Roads	E
Other Local Roads	С

Policy T-1.1.2: The City of Pensacola shall continue to examine traffic impacts associated with development on roadways within the City to ensure that adopted Level of Service standards are not degraded.

Policy T-1.1.3: The City will review annually, adopted Level of Service standards, traffic volumes, and system demands in order to monitor impacts of new development on the traffic circulation of the City.

Policy T-1.1.4: The City of Pensacola has designated an Urban Redevelopment Transportation Concurrency Exception Area (TCEA) within the boundaries of the Community Redevelopment Area as established pursuant to Resolution 54-80. The boundary of the Urban Redevelopment TCEA is shown on the adopted Future Traffic circulation Map.

Objective T-1.2: The City of Pensacola shall continue to cooperate with the local comprehensive transportation planning process in the Pensacola urbanized area.

Policy T-1.2.1: The City will continue to coordinate with the West Florida Regional Planning Council, FDOT, and the TPO regarding transportation planning and programs within the Pensacola urbanized area.

Policy T-1.2.2: The City will continue to participate in the preparation of the Florida Alabama Transportation Planning Organization's (TPO's) long-range transportation study to evaluate transportation needs and alternatives to improve traffic circulation between the Gulf Breeze peninsula and the City of Pensacola. The City will request the FDOT prepare an analysis of land use and traffic impacts of landfall locations proposed for the western terminus of a new Pensacola Bay bridge.

Policy T-1.2.3: The City shall coordinate with the FDOT, the TPO, the Federal Highway Administration (FHWA), Escambia County, and other Corridor Management Entity partners, where feasible, in implementing elements of the Corridor Management Plan (CMP) for the Scenic Bluffs Highway Corridor.

Objective T-1.3: The City of Pensacola shall continue to maintain, protect, and improve the existing and future coordinated network of streets.

Policy T-1.3.1: The City will use the following definitions from the Land Development Code section 12-14-1 to classify streets within City limits. The City will identify the classification of local streets on the Roadway Functional Classification Map which shall be contained in the City's Land Development Code, and updated periodically to reflect current roadway function.

*Street* means a way for vehicular traffic, whether designated as a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place or however otherwise designated. The word "street" includes the following terms, further described as follows:

*Streets, major arterial* means streets which provide for through traffic movement between areas and across the City, and direct access to major employment locations and commercial uses.

*Streets, minor arterial* means street which provide for traffic movement between major neighborhoods.

*Streets, collector* means streets which provide for the movement of traffic between major arterials and local streets and direct access to abutting property.

*Street, local* means streets which provide for direct access to abutting land and used for local traffic movements only.

*Streets, marginal access* are minor streets which are parallel to and adjacent to arterial streets and highways; and which provide access to abutting properties and protection from through traffic.

Policy T-1.3.2: The City shall follow and annually update its 5-year Master Plan for City streets and roadways.

Policy T-1.3.3: The City will continue to coordinate land use decisions with the future traffic circulation system by coordinating traffic circulation improvements with the Future Land Use Map.

Policy T-1.3.4: The City shall incorporate safety measures such as signage, pavement markings, and engineering improvements into all transportation improvements.

Policy T-1.3.5: The City will review periodical accident frequency reports about applicable roads within the City limits and make necessary roadway improvements whenever and wherever applicable.

Policy T-1.3.6: The City shall preserve and protect the capacity of all major streets by minimizing points of ingress/egress, wherever possible, and by closing or relocating unnecessary curb cuts to provide efficient access to the roadway system when development occurs. The City will review, and revise where necessary, its existing standards for providing access and spacing in the Land Development Code. The City will periodically coordinate this review activity with Escambia County and the FDOT through continued participation with the Florida-Alabama TPO.

Policy T-1.3.7: The City shall protect existing and future transportation corridors by implementing the requirements of the subdivision ordinance. This includes mandatory dedication of rights-of-way, where required, as a condition of plat approval.

Objective T-1.4: The City shall continue to implement Transportation System Management strategies to improve the overall performance and quality of the existing transportation network.

Policy T-1.4.1: The City shall coordinate additional segments of the existing computerized signal system with Escambia County, the TPO, and FDOT.

Policy T-1.4.2: The City will review the elimination of one way streets in the current street network

Policy T-1.4.3: The City shall work to reduce excess surface parking along new and existing development through revisions to the Land Development Code where appropriate.

Policy T-1.4.4: The City shall continue to explore the replacement of traffic signals with stop signs at appropriate intersections.

Policy T-1.4.5: The City shall continue to implement "right sizing" strategies where appropriate to reduce lane widths and number of lanes to enhance the quality of the local transportation network.

Policy T-1.4.6: The City shall continue to integrate traffic calming measures including curb extensions, roundabouts, speed tables, raised intersections, textured crosswalks, and the addition of on-street parking to improve the overall quality of the motorized and non-motorized transportation network.

Policy T-1.4.7: In order to promote urban redevelopment within the Urban Redevelopment Area TCEA, the City will consider parking control and pricing policies, transportation demand management programs, transportation system management programs, availability of public transportation, and the use of creative financing tools for the provision of transportation services and facilities.

Policy T-1.4.8: The City shall coordinate with the DIB to implement the recommendations incorporated in the CRA Downtown Parking Study (May 1999) and Parking Management Analysis Findings and Recommendations (2006) including the following: traffic operation improvements; providing for pedestrian and bicyclists; identification of sites for on-grade parking lots or parking garages; identification of satellite parking locations linked to a downtown closed loop trolley to provide a "park and shuttle" alternative in the TCEA to reduce vehicle traffic in the central business district, and; a financial feasibility analysis to address costs of the improvements and possible funding sources.

Policy T-1.4.9: The City shall coordinate with the Downtown Improvement Board (DIB) and West Florida Historic Preservation, Inc. to periodically review the feasibility and joint funding of the existing closed loop trolley or shuttle service within the TCEA boundary.

## GOAL T-2: An economically sound, safe, energy-efficient, and equitable mass transportation system.

Objective T-2.1: The City shall encourage Escambia County Area Transit (ECAT) in the provision of fixed route mass transit service linking major trip generators and attractors.

Policy T-2.1.1: The City shall continue to coordinate with the WFRPC and the TPO regarding the promotion of alternative modes of transportation (i.e., ridesharing, mass transit).

Policy T-2.1.2: The City shall endorse the promotion of the ECAT in order to relieve traffic and parking congestion and in order to foster energy conservation.

Policy T-2.1.3: The City shall coordinate with ECAT and Escambia County in evaluating transit routes and service utilizing route ridership, headways, or other appropriate performance standard.

Policy T-2.1.4: The City will encourage "ride sharing" programs in coordination with Escambia County in order to reduce the number of vehicles on the road during peak hours.

Policy T-2.1.5: The City will develop land use and site design guidelines to assure the accessibility of new development to mass transit service.

Objective T-2.2: The City shall assist in developing coordinated transportation systems for transportation-disadvantaged citizens.

Policy T-2.2.1: The City will support the provision of the para-transit system developed by the Community Transportation Coordinator as required by Chapter 427, Florida Statutes.

Policy T-2.2.2: The City will assist the TPO in the recommendation for a new coordinator by participating in the development of a Request for Proposals and in the evaluation of proposals received.

Objective T-2.3: The City shall encourage the pursuit of new sources of funding for mass transportation.

Policy T-2.3.1: The City shall work with ECAT, the County and the FDOT to provide for increased Service Development and Urban Corridor funding.

Policy T-2.3.2: The City will support Florida Transit Association in efforts to provide state operating assistance for mass transit.

Policy T-2.3.3: The City will support efforts to provide for a designated funding source for the local contribution.

## Goal T-3: A complete network of pedestrian and bicycle facilities that enhances the City's livability, accessibility, and safety.

Objective T-3.1: The City shall continue to provide facilities in support of a safe, non-motorized transportation system.

Policy T-3.1.1: The City of Pensacola shall accommodate non-motorized forms of transportation in the design of transportation improvement projects.

Policy T-3.1.2: The City shall consider in its design of all future roadway improvements for major arterial streets, the accommodation of bicycle transportation needs where appropriate.

Policy T-3.1.3: The City shall encourage the development of a comprehensive bicycle education program in coordination with the TPO and Escambia County.

Policy T-3.1.4: The City shall continue to coordinate with the WFRPC and the TPO regarding the promotion of walking and bicycling as alterative modes of transportation.

Policy T-3.1.5: The City shall coordinate with and encourage the deployment of DIB-purchased and installed of bicycle racks within the TCEA boundary.

Objective T-3.2: The City shall coordinate all development in order to produce walkable communities and neighborhoods throughout the City.

Policy T-3.2.1: The City will continue to repair and construct new sidewalks where feasible through the Penny for Progress sidewalk program and other applicable funding sources like the Community Development Block Grant.

Policy T-3.2.2: The City will continue to include requirements for provision of sidewalks by developers around future commercial developments to aid in pedestrian transportation needs.

Policy T-3.2.3: In accordance with the City's Public Schools and Facilities Element of the Comprehensive Plan, new residential developments within two miles of an existing or planned school shall be required to provide sidewalks. In addition, sidewalks shall be placed along all collector, arterial, and local roads abutting the subdivision to the subdivision property line, where it has been determined that the most direct route from the subdivision to the school is along those roadways.

Policy T-3.2.4: The City shall continue to improve accessibility for citizens with mobility limitations throughout the City by providing curb cuts along all proposed sidewalks and through improvements to existing sidewalks where feasible.

Policy T-3.2.5: The City shall strive to upgrade existing and design new pedestrian crossings and intersections with the appropriate "intersection geometry" to allow for visibility, ease of crossing, and pedestrian connectivity.

Policy T-3.2.6: The City shall continue to install countdown-type pedestrian signals at the most appropriate and highly-traveled pedestrian crossings.

Policy T-3.2.7: The City shall, through coordination with the FDOT, the TPO, the Federal Highway Administration (FHWA), design and operate a

comprehensive network of "Complete Streets," consisting of arterial, collector and local streets, that enables safe access and a full range of daily activities by all user groups, including pedestrians, bicyclists, motorists, and transit vehicles.

Policy T-3.2.8: The City will develop a typology of Complete Streets amenities, and identify the most appropriate enhancements for the range of streets within the City. This typology will be included as part of the Land Development Code or as a stand-alone supplement, and will be used to systematically plan public transportation upgrades and bicycle and pedestrian enhancements.

Policy T-3.2.9: The downtown Community Redevelopment Agency (CRA) will continue to develop and consider funding streetscape improvement projects to enhance pedestrian use of sidewalks as an alternative to vehicle use in the TCEA boundary.

Policy T-3.2.10: The City will continue to support pedestrian access and community beautification through proposed streetscape improvement projects in adopted neighborhood and revitalization plans where feasible.

Policy T-3.2.11: The City will pursue, where feasible, "Complete Street," and intersection improvements along the corridors identified in adopted neighborhood and redevelopment plans to provide for aesthetics, accessibility and safety for pedestrians, bicycles and motorized vehicles. Such improvements may include traffic calming measures such as adequate lighting, shade trees, wider sidewalks, bike paths, street furniture, gateway treatments, directional signage and area identity markers where feasible.

# GOAL T-4: Rail service that allows for the safe and efficient transportation of cargo and passengers while enhancing livability.

Objective T-4.1: The City shall coordinate for safe and efficient railroad operations along the existing system within the city limits.

Policy T-4.1.1: The City shall utilize available legal methods in order to provide that railroad companies will continue to maintain the roadway for vehicular traffic at railroad crossings.

Policy T-4.1.2: The City shall strive to be the first responder to any hazardous material incidents within the city limits and maintain an on-going training program to ensure maximum response capabilities in the event of derailments.

Policy T-4.1.3: The City shall monitor any modifications to the railroad trestle at Bayou Texar to provide for maximum enhancement of tidal circulation.

Policy T-4.1.4: The City shall coordinate with the appropriate railroad company to seek removal and/or replacement of the overpass at 17th Avenue that would allow for the continued improvements of 17th Avenue.

Policy T-4.1.5: The City shall encourage the return and continued service of Amtrak or other passenger rail service along existing rail lines.

Objective T-4.2: The City shall coordinate with the rail companies serving the area in order to achieve compatibility of rail facilities and operations with community planning efforts.

Objective T-4.2.1: The City shall work for the establishment of a rail quiet zone within the City limits for the benefit of local residents and businesses.

Policy T-4.2.2: The City shall coordinate with rail companies to identify unused railroad spurs and trackage and require or encourage their removal by the appropriate party.

Policy T-4.2.3: The City shall take action to secure abandoned railroad rights-ofway in the event that track removal or relocation occurs and determine the best land use for the impacted rights-of-way.

Policy T-4.2.4: The City shall explore the restoration of unused rails lines to be used for public recreational use.

GOAL T-5: The stimulation of economic development and generation of positive economic and employment benefits in the City of Pensacola and surrounding area by promoting the use of the waterfront and Port facilities to cargo shippers and water-dependent businesses, and coordinating with the Pensacola Gulf Coast Regional Airport when feasible.

Objective T-5.1: The Port shall continue to attract new and expanded waterborne commerce.

Policy T-5.1.1: Sufficient financial resources shall be made available annually within the Port's departmental budget to facilitate the continued promotion of Port facilities to prospective users.

Policy T-5.1.2: The Port shall maintain a business development plan and facilities development strategy which identifies the annual marketing targets and long-range facility development objectives required to attract new and expanded business to the Port.

Policy T-5.1.3: The Port shall maintain close working relationships with applicable federal, state, regional and local economic development agencies, as well as with the Pensacola Gulf Coast Regional Airport, and port-associated

businesses (i.e. trucking companies, railroads, shipping lines, etc.) to enhance economic development opportunities, and to identify and pursue waterborne commerce opportunities.

Policy T-5.1.4: The Port shall review, and if necessary, revise its Terminal Tariff so as to maximize revenues while maintaining a competitive position within the industry.

Objective T-5.2: The Port shall diversify its business base in order to strengthen the Port's contribution to the economic vitality of the Pensacola area.

Policy T-5.2.1: The Port shall make its maritime knowledge and experience available to tourism officials, inter- and intra-governmental departments and agencies, political leaders and others to assist in exploring the development of excursion, cruise, or amenity vessel operations at public access areas of the downtown waterfront including, but not limited to, Commendencia Slip, Plaza de Luna, and the Vince Whibbs Community Maritime Park, etc.

Policy T-5.2.2: The City shall work with the TPO, National Park Service, and the Department of the Navy to review the feasibility and benefits of establishing a local and regional passenger ferry system to support tourism and water-related commerce in the area.

Policy T-5.2.3: The Port may acquire, by lease or purchase, land or buildings for the purpose of leasing to potential Port customers, or to provide the same for use by transient cargo users of the Port.

Policy T-5.2.4: The Port shall actively market its deep draft docks, berths, pierside warehouses and other infrastructure to traditional and non-traditional waterborne commerce and water-dependent maritime industry interests.

Policy T-5.2.5: The Port shall market its northeastern boundary for development of a commercial/restaurant/retail venture.

Policy T-5.2.6: The Port shall market unimproved land located roughly in the north central portion of the Port for development of light manufacturing/assembly type operations with signification employment potential.

Policy T-5.2.7: The Port may collaborate with other government agencies and private waterfront and inland landholders to develop strategic alliances and public-private partnerships which expand and enhance the Port's ability to serve new and expanded cargo and water-dependent business activities.

Objective T-5.3: The Port shall maintain a 5-year capital improvement and replacement plan to address Port facility construction and maintenance requirements.

Policy T-5.3.2: The City shall consider the potential impact on the Port of Pensacola of non-maritime related developments in the areas immediately adjacent to the Port property.

Policy T-5.3.3: The City, through the annual Port Department budget with support from state and federal grant resources where applicable, shall identify and commit funding as available to provide and maintain facilities necessary to facilitate the Port's business activities as described in Objective 5.2.

Policy T-5.3.4: Port capital improvement and expansion plans will be coordinated and consistent with applicable federal, state, and local laws, ordinances and regulations and shall be sensitive to environmental issues in consideration of the economic policy of Port operations.

Objective T-5.4: The Port shall develop and implement a comprehensive facilities maintenance program.

Policy T-5.4.1: The City, through the annual Port Department budget, shall provide sufficient personnel and financial resources, as available, to implement the facilities maintenance program.

Policy T-5.4.2: Port facilities shall be maintained so as to minimize the requirement for replacement and thereby extend the useful and productive life of Port assets.

Objective T-5.5: The City will limit public expenditures in the Coastal High Hazard Area except in the provision of facilities necessary for Port maintenance and operations.

Policy T-5.5.1: Future Port related public expenditures in the Coastal High Hazard Area shall be limited to: those which provide evidence of natural disaster mitigation planning and design; those which restore or enhance natural resources; or, those which are necessary for operation and expansion to accommodate Port activity as determined by the City.

GOAL T-6: Port operations and developments that are undertaken in a manner which minimize or mitigate negative impacts on the basic functions and productivity of the City's natural land, coastal and water resources; and that eliminate, reduce or avoid Port related health and safety concerns for present and future residents of the City of Pensacola.

Objective T-6.1: The Port shall endeavor to protect, conserve, and enhance wetlands, living marine resources, coastal barriers, and other natural resources within its immediate geographic area of operation.

Policy T-6.1.1: The Port will conduct its operations in accordance with all state, federal, and local regulations designed to protect wetlands, aquatic wildlife and creatures, and water quality.

Policy T-6.1.2: The Port will protect to the extent reasonably feasible, living marine resources from any permanent effects of Port related dredging by providing that all dredging activity will be permitted and conducted in accordance with applicable state and federal regulations designed to reasonably ensure that dredging impacts are short-term and limited.

Policy T-6.1.3: All future Port developments shall be designed to meet Northwest Florida Water Management District standards for the control of stormwater runoff. Recommendations outlined in the City's Stormwater Management Plan will be implemented during new construction activities on the Port site.

Policy T-6.1.4: All Port users discharging coolant or ballast water into Port area waters must comply with the pertinent state and federal regulations.

Objective T-6.2: Port operations, development, and expansion plans will be integrated into all City plans for the downtown and waterfront areas and compatible with the surrounding land uses, including the plans of the City Planning Department and the Community Redevelopment Agency, as a water-dependent land use.

Policy T-6.2.1: The Port shall work with other City departments to reasonably ensure that Port transportation requirements are analyzed and reflected in the plans of the TPO as well as federal and state DOT plans by participating in the development and adoption process of these plans.

Policy T-6.2.2: City Council Resolution 12-05 and City Council Policy on Port Operations and Administration will be incorporated into the City of Pensacola Comprehensive Plan.

Policy T-6.2.3: The Port will work with other City, County, State and Federal departments and agencies to explore transportation planning and management solutions which seek to segregate Port vehicular and rail traffic from other traffic types along Main Street and in the downtown Pensacola corridor to the extent practical.

Policy T-6.2.4: The City shall consider the economic impact of the Port in all future coastal and waterfront land use planning or development.

Policy T-6.2.5: Future Port development shall be visually compatible with adjacent development in the downtown and Historic District to the extent reasonably possible.

Objective T-6.3: The Port shall maintain a petroleum products and hazardous waste management program.

Policy T-6.3.1: The Port shall maintain a consolidated hazardous waste and petroleum products contingency/emergency response plan, which implements the guidance in the *Florida Coastal Pollutant Spill Contingency Plan*.

Policy T-6.3.2: The Port shall coordinate all disaster/ hazardous waste and petroleum products contingency planning with the Escambia County Emergency Management Director, State Department of Environmental Protection and the U.S. Coast Guard.

Policy T-6.3.3: All future Port expansion planning will, to the extent financially feasible, incorporate the appropriate technology for the safe handling of hazardous wastes and petroleum products.

Policy T-6.3.4: All handlers of petroleum products shall be required to have a U.S. Coast Guard approved spill contingency plan.

Policy T-6.3.5: The Port shall maintain a current file of the U.S. Coast Guard inspection reports and the various industry/company hazardous materials and petroleum products operations and handling manuals.

Policy T-6.3.6: The Port will maintain a comprehensive inventory of hazardous materials and petroleum products and inventory of spill cleanup equipment.

Objective T-6.4: All Port projects shall be consistent with the Future Land Use, Coastal Management and Conservation Elements of the City's Comprehensive Plan.

Policy T-6.4.1: Revisions to the Port development plan shall be reviewed to ensure consistency with the City's Comprehensive Plan.

Objective T-6.5: The Port will continue to coordinate operations and expansion plans with the TPO, the FDOT, and other appropriate transportation planning entities to ensure an integrated traffic circulation system.

Policy T-6.5.1: Port development plans will be reviewed for consistency with transportation plans of applicable transportation planning agencies.

Objective T-6.6: The Port shall continue to coordinate operational and expansion activities with the U. S. Army Corps of Engineers, the TPO, the Department of Defense, the *Escambia/Santa Rosa Coastal Resource Planning and Management Plan* and the FDOT 5-Year Transportation Plan.

Policy T-6.6.1: The Port will continue to construct and operate Port facilities in cooperation with appropriate federal, state and local agencies.

Policy T-6.6.2: The Port development plans will be coordinated with appropriate plans of other agencies including FDOT's 5-Year Transportation Plan and the TPO's adopted Transportation Improvement Plan (TIP).

Policy T-6.6.3: The Port shall coordinate with the appropriate City departments to assure that Port transportation requirements are consistent with and included in the plans of the TPO.

### GOAL T-7: The reduction of vulnerability of Port occupants to hurricanes and other natural disasters.

Objective T-7.1: The Port evacuation time will be consistent with that of the County from Evacuation Zone 12.

Policy T-7.1.1: The Port shall maintain a disaster evacuation, response, and recovery plan as part of its comprehensive Port Security Plan approved by the United States Coast Guard and Florida Department of Law Enforcement.

Policy T-7.1.2: The Port shall coordinate with the County to ensure that its plan is consistent with that for County Evacuation Zone 12.

Policy T-7.1.3: The Port shall coordinate with the County in the development of a revised update of the Escambia County and City Hurricane Preparedness Plan which considers revised evacuation routes, the Port's role in the evacuation process, the orderly evacuation of Port workers, resident businesses, and cargo, and the post-hurricane recovery process.

Policy T-7.1.4: The Port shall conduct an annual review of its disaster evacuation, response, and recovery plan with all Port tenants, users, and resident businesses.

Objective T-7.2: The Port shall fully implement compliance with life safety, fire prevention, construction and flood plain management codes of the City and state.

Policy T-7.2.1: The Port area building standards shall continue to be consistent with or in excess of the most current construction, life safety and fire prevention codes.

Policy T-7.2.2: The City's land development regulations shall identify priorities for shoreline land uses which provide for a range of water-dependent uses, inwater related activities, economic growth stimuli, hurricane contingency planning, and protection of the natural and water quality of the environment. Objective T-7.3: The Port shall provide immediate response to post-hurricane and natural disaster situations as requested or required by the Escambia County Civil Defense Organization.

Policy T-7.3.1: The Port-assigned recovery task forces shall be recommended to be incorporated in the current version of the Escambia County Emergency Management Organization and shall include a Port representative and, if available, a City Engineer.

Policy T-7.3.2: The Port shall coordinate with the County to develop plans and ordinance amendments, as necessary, which reflect any Port related recommendations in any inter-agency hazard mitigation reports or reports pursuant to Port or coastal operations.

Policy T-7.3.3: The Port shall develop the procedures for the Recovery Task Force to evaluate and recommend to the City and County various replacement options and priorities for damaged public/commercial facilities.

### GOAL T-8: Airport facilities that promote economic development, including new industry, business and tourism, while meeting existing and future demand.

Objective T-8.1: Future development or expansion of the Pensacola Gulf Coast Regional Airport shall be consistent with the 2000 Airport Master Plan Update and F.A.A. approved Airport Layout Plan or subsequent updates.

Policy T-8.1.1: The City shall coordinate the future updates of the Airport Master Plan with updates to the City's Comprehensive Plan.

Policy T-8.1.2: As an integral component of the airport master planning process, the City shall make provisions for regional transportation facilities for the efficient use and operation of the airport.

Policy T-8.1.3: The City shall coordinate the future expansion and/or development of Pensacola Regional Airport with Escambia County to ensure land use compatibility consistent with Chapter 333 of the Florida Statutes.

Objective T-8.2: As identified in the 2000 Airport Master Plan, the Airport shall continue to work towards the development of an Airport Commerce Park on 65 acres of property adjacent to the northwest quadrant of the Airport.

Policy T-8.2.1: The Airport will continue to acquire properties in the targeted 65acre site through a combination of Florida Department of Transportation and Airport Capital Improvement funds. Policy T-8.2.2: The Airport will explore the development of the Airport Commerce Park through build-to-suit development, third-party developers, design-build contracts, or other types of Request For Proposals processes.

Policy T-8.2.3: The Airport shall explore alterative funding sources and partnerships to finance the development of the Airport Commerce Park.

Policy T-8.2.4: The Airport shall explore the creation of partnerships with local and regional economic development agencies to attract appropriate businesses and firms to the Commerce Park to foster agglomeration economies.

Policy T-8.2.5: The Airport shall consider the development of a free-trade zone at the Commerce Park to attract firms and industries and enhance their economic competitiveness.

Policy T-8.2.6: The Airport will explore coordination with the Port of Pensacola for the provision of helicopter or air service at the proposed inland Port facility.

Objective T-8.3: The Airport will continue to coordinate operations and expansion plans with the appropriate transportation planning entities to ensure an integrated traffic circulation system.

Policy T-8.3.1: If the City undertakes future construction projects at the airport, the City shall develop a traffic circulation and parking plan to accommodate the impacts of that construction project.

Policy T-8.3.2: The City shall ensure that future airport development or expansion is consistent with the transportation element of this comprehensive plan and applicable TPO long-range transportation plans.

Policy T-8.3.3: The City shall coordinate with FDOT in developing a comprehensive airport signage plan to include all interstate and major streets leading to the airport from all directions.

Policy T-8.3.4: Airport development plans and capital improvement program will be reviewed for consistency with transportation plans of the MPO, the FDOT and other applicable transportation planning agencies.

Objective T-8.4: The Airport shall continue to coordinate operational and expansion activities with the Federal Aviation Administration (FAA), the TPO and the FDOT.

Policy T-8.4.1: Cost estimates of proposed airport improvements shall be submitted for utilization in the Joint Automated Capital Improvement Program (JACIP) of the FDOT and FAA, the TPO transportation improvement plan, and the City's Capital Improvements Element.

Policy T-8.4.2: The Airport Manager shall provide planning and budgeting information to FDOT, the MPO, and the City's Comprehensive Plan Capital Improvements Element to encourage the inclusion of airport expansion projects and related traffic corridor improvements in their budgets.

Objective T-8.5: The City shall actively participate in the Northwest Florida Steering Committee of the Continuing Florida Aviation Systems Planning Process (CFASPP and Strategic Intermodal Systems Development Plan), to assure that the service needs of the Pensacola Regional Airport are considered in the coordination of air transportation in the Northwest Florida area.

Policy T-8.5.1: The development of new airports to support economic growth will take into consideration the use of existing airports.

Objective T-8.6: Coordinate with the United States Navy and the F.A.A. in the periodic review of the *Naval Aviation Training System (NATS) Plan* to reasonably assure that both military and civilian air space operations are compatible.

Policy T-8.6.1: Through the Airport Master Plan Update process, the City shall communicate the long range forecasting of airport operations for airport facilities to reasonably assure that civilian air space needs can be identified.

Objective T-8.7: All airport projects shall be consistent with the Future Land Use, Coastal Management and Conservation Elements of the City's Comprehensive Plan.

Policy T-8.7.1: Revisions to the Airport Master Plan Update shall be reviewed to ensure consistency with the City's Comprehensive Plan.

## GOAL T-8: Airport improvements and operations that consider environmental impacts and compatibility with surrounding land uses.

Objective T-8.1: The City shall enforce the Airport Land Use Regulations to prevent incompatible land use that have a potential for being hazardous to aircraft operations as well as to the persons and property on the ground in the vicinity of the incompatible land use.

Policy T-8.1.1: The City shall encourage real estate agents to notify potential property owners that their property is within the Airport Impact District noise zones.

Policy T-8.1.2: The City shall continue to enforce Section 12-2-11, Airport Land Use District, and Section 12-11, Airport, of the Land Development Code to reasonably ensure that airport obstructions do not intersect the airport's runway protection zones, approach surfaces, transition surfaces, horizontal surfaces and conical surfaces.

Policy T-8.1.3: The City shall ensure that future changes to the Land Development Code shall be consistent with Chapter 333 of the Florida Statutes.

Objective T-8.2: The City shall continue to examine the concept of multiple land uses within Airport Restricted Zoned property.

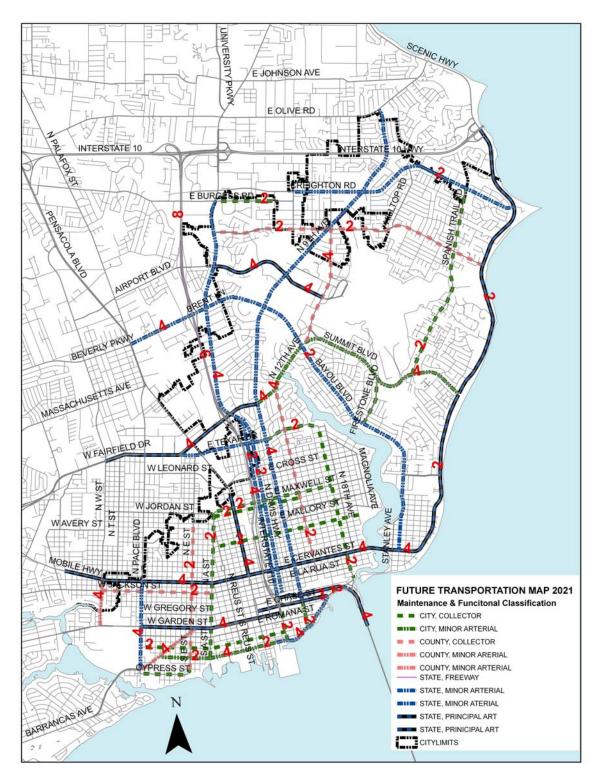
Policy T-8.2.1: The City shall consider a compatible multiple use concept for the open space area at the end of Runway 8/26, considering the environmental sensitivity of the Gaberonne wetland area.

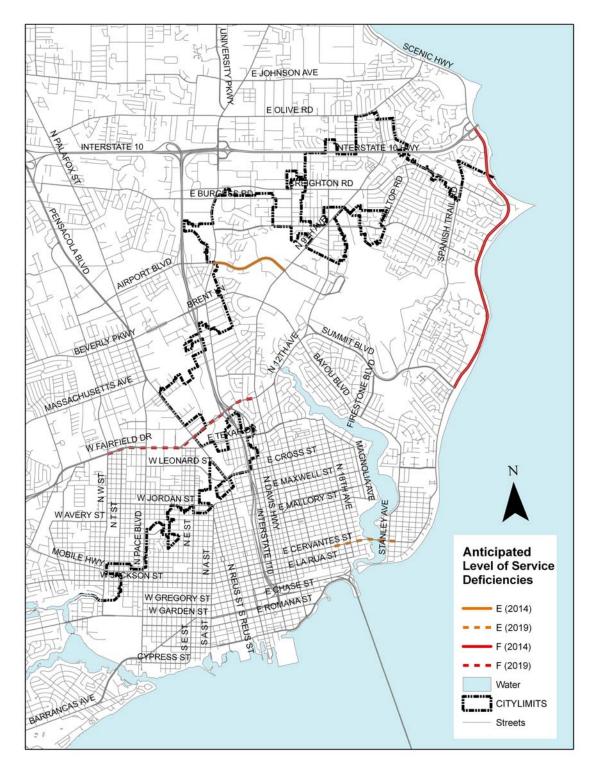
Policy T-8.2.2: The City shall consider the development of airport-related commercial activities within the ARZ zone but outside of runway protection zones, consistent with Chapter 333 of the Florida Statutes.

Objective T-8.3: The City shall continue to encourage Escambia County to enforce its airport land use compatibility regulations in the unincorporated area around the Pensacola Regional Airport.

Policy T-8.3.1: The City should continue to coordinate with the County, particularly after the approval of the *FAR Part 150 Noise Study*, to assure that the County enforcement of noise regulations around the Regional Airport is compatible with the City's noise regulations.

### City of Pensacola Future Transportation Map





### City of Pensacola Anticipated Roadway Level of Service Deficiencies

#### **CHAPTER 3**

#### HOUSING

### GOAL H-1: An adequate supply of quality housing available to meet the needs of Pensacola households, now and in the future, in all neighborhoods.

Objective H-1.1: Monitor and evaluate the housing market within the City to assess how well supply addresses present and expected future needs in the planning period.

Policy H-1.1.1: Review population trends and new construction figures to identify future housing needs of City residents.

Policy H-1.1.2: Conduct periodic surveys to identify substandard housing structures.

Policy H-1.1.3: Coordinate with public agencies and the private sector to ensure that a sufficient quantity of dwelling units exists to meet the housing needs of the existing and anticipated population in the City, including households with special needs.

Objective H-1.2: Encourage the creation and conservation of a wide variety of housing development and redevelopment types throughout the City.

Policy H-1.2.1: Continue to provide incentives for the development of new dwelling units in situations where housing needs are not being adequately met by the private sector with special emphasis on the elderly, handicapped, very low to moderate income and workforce households. These incentives could include density bonuses, donation of City-owned property, payment of utility connections and impact fees, assistance with obtaining financing from local lending institutions, and expedited permitting.

Policy H-1.2.2 Encourage the efficient use of existing housing by promoting rehabilitation and adaptive re-use of non-residential buildings.

Policy H-1.2.3: Encourage the efficient use of infrastructure by focusing well-designed new and redeveloped housing on vacant, infill or underdeveloped land.

### GOAL H-2: Sufficient quality affordable housing to support the needs of present and future residents.

Objective H-2.1: Identify very low, low, moderate income and workforce housing needs and provide safe, decent and sanitary housing for existing and future residents at a

sufficient volume and variety and at an affordable price range as defined in Chapter 420, Florida Statutes.

Policy H-2.1.1: Conduct a periodic housing needs assessment plan to determine actual housing needs for very low, low, moderate income and workforce households.

Policy H-2.1.2: Continue to provide information about and pursue state and federal sources of funding designated for very low, low, and moderate income housing.

Policy H-2.1.3: Continue to work to improve the conditions of the housing stock by applying for and utilizing funds available through federal and State grants and programs.

Policy H-2.1.4: Continue to distribute applicable Federal and State funds for housing assistance throughout the City to provide for a wide variety of neighborhood settings and housing choices for very low, low and moderate income families while avoiding undue concentration in any given neighborhood.

Policy H-2.1.5: Research the possibility of obtaining dwelling units through donation, tax deed, purchase or other relevant means of acquisition for the purpose of making them available to low and moderate income families

Objective H-2.2: Continue to participate in the Community Development Block Grant Program to rehabilitate substandard owner-occupied housing units within the City in order to maintain existing residential neighborhoods.

Policy H-2.2.1: Continue to designate areas with high incidences of substandard dwelling units and low overall incomes as identified by census tract and other identified areas for timely and efficient rehabilitation activity and program implementation.

Policy H-2.2.2: Continue to provide temporary housing to households having their homes rehabilitated under the CDBG single-family owner-occupied housing rehabilitation program.

Objective H-2.3: Coordinate with other housing providers to foster efficient collaboration and provision of affordable housing.

Policy H-2.3.1: Continue to strive for a high level of intragovernmental and intergovernmental coordination between the City of Pensacola, Escambia County, and other public and private housing providers for all housing assistance efforts for very low, low and moderate income families.

Policy H-2.3.2: Coordinate with the major housing agencies in the area in developing, promoting, and maintaining housing counseling and training services to aid low and moderate income families in finding and maintaining housing compatible with their needs and income capabilities.

Policy H-2.3.3: Continue to implement regulations that are compatible with region-wide regulations for the allocation of very low, low and moderate income housing as stated in the Northwest Strategic Regional Plan Policy, and coordinate with Escambia County to provide for consistency in housing policies, regulations, and incentives.

Policy H-2.3.4: Continue to support the efforts of the Area Housing Commission by having City Council representation on their commission, and assisting in their efforts to locate and develop sites and housing programs for very low, low, and moderate income families.

Objective H-2.4: Encourage and facilitate the creation of quality affordable housing throughout the City.

Policy H-2.4.1: Continue to coordinate, support, and encourage attempts of private enterprises, non-profit groups, and civic organizations to build attractive, quality new dwelling units for households across the full spectrum of income ranges and for those with special needs.

Policy H-2.4.2: Encourage new housing units available to low and moderate income persons by lowering the cost of developing such units through incentive programs to the developers and applying for and utilizing available and eligible federal and state housing programs designed to assist low and moderate income families.

Policy H-2.4.3: Continue to initiate new, and support existing, public or public/private partnership for the provision of new rental units and new owner-occupied housing units for very low, low and moderate income households.

Objective H-2.5: Develop innovative programs and policies to create and preserve sustainable affordable housing.

Policy H-2.5.1: Continue to establish partnerships with local lending agencies that will explore, develop and promote creative ways of financing owner occupied housing for low and moderate income families, the improvement of substandard units and the development of standard ones. All agencies involved in the provision of affordable housing within the City are invited to participate in this "partnership."

Policy H-2.5.2: Encourage the replacement of obsolete public housing units with a quality mixture of for-sale and mixed-income rental properties with supportive services on site.

Policy H-2.5.3: Encourage affordable housing through the exploration of innovative design and regulations in the Land Development Code.

Policy H-2.5.4: Continue to offer incentive for infill housing development through its liens waiver policy for affordable housing.

Policy H-2.5.5: Present a periodic progress report in creating and preserving sustainable affordable housing to the Planning Board of the City of Pensacola and the Mayor.

# **GOAL H-3:** A range of housing options to support the spectrum of a diverse and vibrant population.

Objective H-3.1: Encourage a variety of quality housing types to meet the needs, financial abilities and preferences of present and future Pensacola residents.

Policy H-3.1.1: Encourage the provision of quality affordable housing in areas where it is determined that the demand for housing affordable to low, moderate and workforce families has not been addressed by the local market.

Policy H-3.1.2: Continue to provide for different intensities of attractive single family development to reflect differences in the existing and desired character of single family areas across the City.

Policy H-3.1.3: Continue to permit and encourage accessory dwelling units in appropriate residential zoning districts, subject to regulations designed to limit impacts and protect neighborhood character, in order to create attractive and affordable rental opportunities and provide greater flexibility for homeowners.

Policy H-3.1.4: Support mixed-income housing developments including quality, affordable, rental or for-purchase workforce housing, especially along transit lines in the inner city and urban core.

Policy H-3.1.5: Encourage mixed-income rental housing that allows both marketrate and subsidized units of equal quality and aesthetic appeal in the same development.

Policy H-3.1.6: Continue to allow residentially designed manufactured home units on individual lots in the R-1A, R-2A, R-NC, C-1, C-2, and C-3 zoning districts and as a conditional use in the R-1AA zoning district. Residentially

designed manufactured home units shall be permitted in approved mobile home parks existing as of May 1, 1991, and in approved manufactured home parks. Standard design manufactured home units shall be permitted in approved mobile home parks existing as of May 1, 1991, and in approved manufactured home parks.

Policy H-3.1.7: Continue to identify opportunities and encourage redevelopment and attractive infill development that maintains the single-family character of an area, but allows for a greater range of residential housing types, i.e. garage apartments, cottages, tandem houses.

Policy H-3.1.8: Explore the creation of an independent not-for-profit entity to perform land trust and land banking activities to preserve and promote a range of housing options.

Objective H-3.2: Promote a range of housing options to support the population throughout all life stages and capabilities.

Policy H-3.2.1: Improve the balance in the City's population by attracting a proportionate share of the region's families with children through appropriate housing options in order to encourage stabilized neighborhoods and a vital public school system.

Policy H-3.2.2: Facilitate people who are aging to remain in their own neighborhoods and homes as their needs change by supporting shared housing, accessory dwelling units, adult foster homes, and other assisted residential living arrangements.

Policy H-3.2.3: Encourage the development of housing accessible to people with physical limitations and the adaptation of existing homes to improve accessibility for people of all ages and capabilities.

Policy H-3.2.4: Support and technical assistance shall be given through intergovernmental coordination to handicapped service organizations within the City to help provide them with the infrastructure and public facilities necessary to support and encourage independent living for clients of their programs.

Policy H-3.2.5: Continue to include measures in the Land Development Code that assure that group homes and foster care facilities can be developed in residential zones in proximity to convenient support services in accordance with federal, state and local regulations.

Objective H-3.3: Recognize the importance of housing to economic development efforts, and encourage the provision of a wide variety of housing types that support the retention,

expansion and creation of desirable employment opportunities and a competitive workforce.

Policy H-3.3.1: Support housing development by considering the cumulative impact of City regulations on the protection and improvement of existing housing and on the ability of housing developers to provide quality under-represented housing types that are affordable to and appeal to the full spectrum of the workforce.

Policy H-3.3.2: City ordinances, codes, land development regulations and the permitting process shall be reviewed from time to time and amended, where necessary, for the purpose of eliminating excessive requirements in order to increase private sector participation in meeting housing needs.

Policy H-3.3.3: Allow an exemption from concurrency, pursuant to F.S. 163.3180, for certain affordable workforce housing units developed consistent with s.380.0651(3).

Policy H-3.3.4: Continue to provide expeditious and timely review of development and permit applications.

Policy H-3.3.5: Continue to work to reverse the declining residential population of the City, both in total number as well as in diversity of age, education attainment and working status.

Objective H-3.4: Promote context-appropriate residential redevelopment in the downtown, urban core and inner-city areas.

Policy H-3.4.1: Promote and encourage the use of higher density within the downtown and inner city to creating sufficient mass to establish cohesive residential neighborhoods.

Policy H-3.4.2: Support downtown mixed-use development consistent with the Goals of the Comprehensive Plan's Land Use Element and CRA Downtown Master Plan strategies.

Policy H-3.4.3: Encourage utilization of vacant upper floors in the downtown business district for residential development for loft and non-suburban style apartments.

Policy H-3.4.4: Encourage production of high quality multi-family rental and forsale units such as apartments, condominiums or co-ops and single family attached units such as townhouses and rowhouses in the downtown area at rents and prices affordable to the majority of younger professionals, empty nesters and urban families with above moderate, but below upper level incomes through development incentives.

Policy H-3.4.5: Physically revitalize and modernize inner-city neighborhoods by providing appropriate incentives for mixed-income home ownership opportunities combined with multi-family rental units and retail space that reflect traditional neighborhood design.

## GOAL H-4: Vibrant, stable neighborhoods that represent the unique diversity of Pensacola's past, present, and future.

Objective H-4.1: Maintain the stability of existing neighborhoods while expanding opportunities for housing choices.

Policy H-4.1.1: Encourage conservation, where appropriate, of the existing supply of standard housing by continued code enforcement and demolition of deteriorated structures which are beyond repair.

Policy H-4.1.2: Continue to encourage private investment in the conservation of residential structures within the City limits.

Policy H-4.1.3: Continue to encourage revitalization of neighborhoods not designated as a formal "historic district" and provide adequate control over the new development and redevelopment by establishing development guidelines that will maintain the aesthetic quality of the area. These guidelines will be included in a Land Development Code amendment.

Objective H-4.2: Increase opportunities for new housing development while balancing the equally important objective of ensuring that new development is compatible with neighborhood character.

Policy H-4.2.1: In order to maintain a consistent and appealing character in residential areas, seek to ensure through development standards that new and converted structures are aesthetically compatible with existing development and reflective of the character of that development in terms of scale, open space, setbacks, siting and unit orientation.

Policy H-4.2.2: Promote denser, but still human-scaled neighborhoods by permitting multifamily building types with height limits and development standards that promote a strong relationship between individual dwellings and the ground level.

Objective H-4.3: Preserve and enhance the unique identities and character of housing in traditional or older neighborhoods.

Policy H-4.3.1: Encourage the rehabilitation and maintenance of existing sound housing to conserve physical assets that contribute to a neighborhood's desired character.

Policy H-4.3.2: Encourage housing design that supports the conservation, enhancement and continued vitality of areas of the City with special scenic, historic, architectural or cultural value.

Policy H-4.3.3: In addition to exploring the development of "special district" ordinances, the City shall continue to provide ordinances to preserve neighborhood character and viable housing stock with the support of public agencies and neighborhood-based organizations.

Objective H-4.4: Redevelopment of the housing stock in distressed and deteriorated neighborhoods.

Policy H-4.4.1: Maintain housing quality by encouraging the revitalization of housing that exceeds minimum construction standards.

Policy H-4.4.2: Promote housing opportunities that build a sense of community and neighborhood pride through quality design and aesthetic appeal.

Policy H-4.4.3: Continue to enhance the quality of the design of new infill residential development.

Objective H-4.5: Quality schools that support vibrant, attractive neighborhoods.

Policy H-4.5.1: Recognize the interconnected importance of quality neighborhood school retention with community economic development, neighborhood stability, diversity and sustainability efforts.

Policy H-4.5.1: In partnership with other agencies, encourage the maintenance and improvement of urban schools to preserve and enhance neighborhood quality and vitality.

Policy H-4.5.2: Support the viability of urban schools by encouraging residents and families to locate or remain in underutilized urban school districts.

Policy H-4.5.3: Utilize, where appropriate, homeownership and rehabilitation incentives to attract families to underutilized school districts, including incentives to the private sector to maintain a housing production capacity sufficient to meet the needs of workforce families.

### GOAL H-5: Sustainable, environmentally-friendly neighborhoods that enhance the City's livability.

Objective H-5.1: Encourage the greatest concentration of housing in areas with convenient access to transit, a mix of activities, a range of residential services and amenities and opportunities to live within walking distance of employment.

Policy H-5.1.1: Encourage "walkable," mixed-use, mixed-income communities that offer a variety of services, multiple housing options and diverse residents to create a stimulating urban lifestyle.

Policy H-5.1.2: Encourage economic development, retail opportunities and incentives for the downtown CRA and inner-city redevelopment districts to support a vibrant urban living experience.

Policy H-5.1.3: Continue to support low-impact home-based businesses and "cottage industries" in mixed-use districts and residential areas while ensuring that those proposed for residential areas do not negatively impact residential neighborhoods.

Policy H-5.1.4: Promote a residential development pattern with increased availability of housing at densities that promote walking and transit use near employment concentrations, residential services and amenities.

Objective H-5.2: Ensure that new residential development is consistent with the environmental capacity of the site and the character of the surrounding area.

Policy H-5.2.1: Continue to utilize flexible development options, including cluster development, to preserve the environmental integrity and viability of the site and surrounding area.

Policy H-5.2.2: Foster flexibility in the division of land and the siting of dwellings and other improvements to reduce the development's impact on environmentally sensitive areas and resources.

Policy H-5.2.3: Continue to provide supporting infrastructure improvements and maintenance of leisure services facilities, such as parks and open space, available to existing neighborhoods and new housing developments.

Policy H-5.2.4: Continue to offer reduced parking requirements for housing where impacts on surrounding neighborhoods are minimal as identified in the land development code.

Policy H-5.2.5: Minimize the exposure of housing to excessive off-site environmental impacts including pollution, noise, vibration and odors associated

with industrial or commercial uses through landscaping and streetscape screenings.

Objective H-5.3: Energy-efficient homes that minimize their impact on the environment while energy decreasing costs to residents.

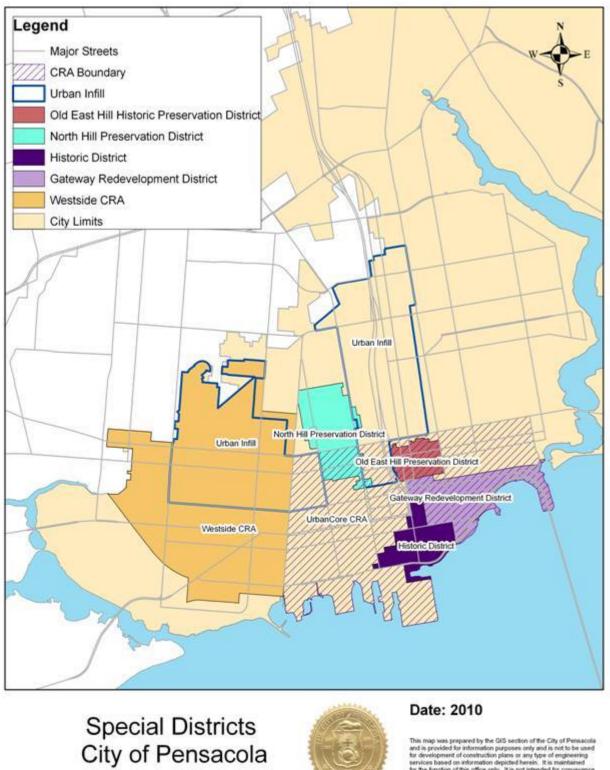
Policy H-5.3.1: Consider, where appropriate, revisions to the land development code that will support the development of energy efficient infill housing.

Policy H-5.3.2: Encourage the use of eco-friendly, "green," sustainable building standards in residential projects.

Policy H-5.3.3: Encourage the use of the most feasible, safe and energy-efficient systems and methods for constructing rental and home ownership housing to increase its useful life.

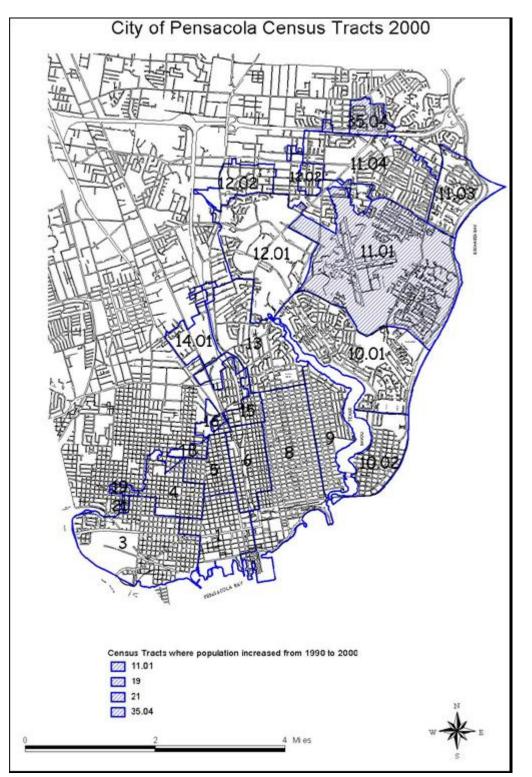
Policy H-5.3.4: For qualifying households and homes, the City shall utilize existing weatherization programs and encourage the use of energy efficiency programs available through local agencies like Gulf Power and Energy Services of Pensacola.

City of Pensacola Special Districts



This map was prepared by the GS section of the Chy of Perm and is provided for information purposes only and is not to be to development of construction plans or any type of engineers services based on information depitted herein. It is maintaine for the function of this office only. It is not intended for convey nor is it a saminy. The data is not guaranteed accurate or suit for any use other than that for which it was gathered.

City of Pensacola Census Tracts



#### **CHAPTER 4**

#### **PUBLIC FACILITIES**

GOAL PF-1: The City shall make provision of the necessary solid waste, sanitary sewer, drainage and potable water facilities for the purpose of meeting existing and projected public facility demands within the City of Pensacola.

Objective PF-1.1: The City and/or the appropriate agency shall correct public facilities deficiencies as described in the Public Facilities and the Capital Improvements Chapters of the Comprehensive Plan.

Policy PF-1.1.1: The following level of service standards shall be utilized so that development permits are issued concurrent with adequate public facilities capacity:

Solid Waste - 4.52 pounds per capita per day

Drainage - LOS A - tolerates street flooding to a depth of 3 inches or less in the gutters when the rest of the pavement is passable, and allows open or green space flooding of up to 12" as long as there is no threat to public health or safety, or permanent impediment to the intended use of the property; LOS B - tolerates flooding of entire street surface up to 4"; LOS C - tolerates structure flooding; based on the following design criteria:

- \* In existing developments adequate drainage capacity to accommodate run-off associated with a 3-year, 12-hour design storm for collection systems;
- \* In new developments adequate drainage capacity to accommodate a 25-year, 12-hour design storm for collection systems and for retention and detention ponds. As a minimum the first 1/2" of runoff must be retained on the site of the development. At the discretion of the City Engineer, retention standards may be increased beyond the 1/2" minimum standards on a site specific basis.

Objective PF-1.2: The City shall participate with the Emerald Coast Utilities Authority in the preparation of the ECUA's 5-Year Capital Improvements Plan to ensure the future provision of sanitary sewer and potable water facilities.

Sanitary Sewer - No existing deficiencies identified

Potable Water - No existing deficiencies identified

Policy PF-1.2.1: The following level of service standards shall be utilized so that development permits are issued concurrent with adequate public facilities capacity:

Sanitary Sewer - 100 gallons per capita per day (gpcd) for average flow capacity and 200 gpcd for peak flow capacity.

Potable Water - 118 gallons per capita per day for Zone 1 and 146 gallons per capita per day for Zone 2.

Objective PF-1.3: The City shall:

- 1. Coordinate the extension of, or increase in the capacity of, sanitary sewer or potable water facilities with ECUA based on population projections and the development of land as described in the Future Land Use Chapter and delineated on the Future Land Use Map Series.
- 2. Update the City's Stormwater Master Plan in order to assess need to extend or increase capacity of the municipal drainage system.

Policy PF-1.3.1: The City shall monitor and verify the availability and capacity of public facilities prior to issuing development permits so that a determination can be made as to whether adequate capacity will be available concurrent with the impacts of the development.

Policy PF-1.3.2: No City development permits will be issued for new development, which will result in increased demand on City or ECUA controlled public facilities beyond their design capacities based on adopted level of service standards, unless the necessary facilities are available concurrent with the impacts of the development.

Policy PF-1.3.3: The City shall prepare an annual summary of capacity and demands for drainage and solid waste facilities and the ECUA will prepare annual summaries of capacity and demand for sanitary sewer and potable water facilities within the City limits pursuant to the Uniform Special District Accountability Act of 1989.

Objective PF-1.4: The City shall maximize the use of existing drainage facilities through efficient and timely maintenance and shall propose an interlocal agreement with Escambia County and the ECUA, which will describe provisions under which sanitary sewer and potable water facilities will be expanded so as to discourage urban sprawl.

Policy PF-1.4.1: The following priorities shall be established in providing for public facility needs:

- 1. Correction of existing deficiencies;
- 2. Replacement of existing facilities as they deteriorate, unless these facilities are located in an area that is deemed hazardous to human safety or environ-mentally unsound; and,
- 3. Provision of future facility needs when developments comply with all other requirements of the Comprehensive Plan.

Policy PF-1.4.2: Through provisions of the proposed interlocal agreement, ECUA shall be required to upgrade, maintain and expand sanitary sewer and potable water facilities in existing developed areas in the City and the County at a higher priority than that of construction and/or expansion into undeveloped areas, especially when such expansion fosters urban sprawl.

Objective PF-1.5: The City of Pensacola has implemented, and will continue to operate, a solid waste management programs for the separation of domestic waste into recyclable and non-recyclable categories in order to reduce overall quantities of landfilled waste by 30% in accordance with Chapter 187.201(13), F.S., to the maximum extent economically feasible.

Policy PF-1.5.1: Projected solid waste landfill demands through the year 2019 will be met through the interlocal agreement with Escambia County regarding the utilization of the County's resource recovery facility.

Policy PF-1.5.2: The City of Pensacola will continue to conduct solid waste separation programs using the most feasible separation techniques.

Policy PF-1.5.3: The City will continue a public information/education campaign concerning the City's solid waste management program.

Policy PF-1.5.4: The City shall encourage the use of xeriscaping<sup>©</sup> (i.e., the use of native vegetation in its natural state by residents so that less yard waste will be generated by mowing and pruning activities) through education of City residents.

Policy PF-1.5.5: The City of Pensacola will conduct periodic studies on future solid waste management techniques.

GOAL PF-2: Provision of sanitary sewer, solid waste, drainage and potable water facilities shall be done in a manner which reasonably ensures the maintenance and integrity of environmental quality, as well as protection and maintenance of groundwater aquifer recharge areas, surface groundwater and receiving waters.

Objective PF-2.1: The City shall coordinate with the ECUA and Escambia County in efforts to reduce effluent discharge to surface water.

Policy PF-2.1.1: When considering a site for a sewage treatment plant, the City shall encourage ECUA to consider locations close to facilities, crop lands, etc., which can use the effluent generated by the plant.

Policy PF-2.1.2: The City will coordinate with the ECUA and the Escambia County Health Department to identify the location of individual septic tanks in the City for the purpose of discontinuing septic tank use and requiring utilization of the sewer collection system.

Policy PF-2.1.3: The City will review cumulative impact of new development on natural resources.

Policy PF-2.1.4: The City shall continue to monitor the implementation actions of the Escambia/Santa Rosa Coast Resources Planning and Management Committees and recommend area-wide compliance with the policies pertaining to wastewater facilities planning.

Policy PF-2.1.5: Where economic feasible, the City will support ECUA's efforts to require impact fees on developments which create a demand for additional public facilities, sufficient to finance the development's share of the cost.

Objective PF-2.2: The City shall continue to require all new development, and redevelopment where economically feasible, to protect natural drainage features and sensitive environmental resources by implementing stormwater management and erosion control practices, which comply with regulations adopted in the revised Land Development Code.

Policy PF-2.2.1: The City shall monitor stormwater management facilities on City-owned lands that are adjacent to or contain natural water systems to minimize impact.

Policy PF-2.2.2: The City shall continue to develop cooperative approaches to restoring and managing regionally significant natural systems through implementation of the recommendations from the *Escambia County/City of Pensacola Stormwater Plan* and the *Pensacola Bay System S.W.I.M. Plan*.

Objective PF-2.3: The City's Land Development Code shall be revised where necessary to assure that development, which adversely affects functioning natural systems, is minimized or prevented.

Policy PF-2.3.1: The City shall protect the hydrologic and ecologic function of estuarine systems by designating areas as Conservation Land Use Districts and through the implementation and enforcement of "Resource Protection Overlay Districts".

Overlay Zoning Districts are as follows:

- X Wellhead Protection District The purpose of this district is to avoid risks of damage to sources of drinking water by prohibiting within close proximity of public water wells certain land uses, facilities and activities which involve a reasonable likelihood of discharges of pollutants into or upon surface of ground waters.
- X Bayou Texar Shoreline protection District The purpose of this district is to establish standards which recognize and protect the environmental resources of the Bayou Texar shoreline. This district ensures the preservation of the natural buffering effect of open spaces along the shoreline for storm surge abatement and the filtering of stormwater runoff.
- X Escambia Bay Shoreline Protection District The purpose of this district is to establish standards, which recognize and protect the unique scenic vistas and environmental resources of the Escambia Bay shoreline.

Policy PF-2.3.2: The City shall continue to enforce all ordinances, which relate to drainage, stormwater management, litter, and sedimentation and erosion control.

Policy PF-2.3.3: The City shall continue to provide technical assistance for the development of non-structural approaches to stormwater drainage control.

Policy PF-2.3.4: The City shall continue to encourage use of permeable surfaces for parking lots, patios, sidewalks, driveways, etc.

Objective PF-2.4: The City shall develop a public information campaign about watershed management (either on its own or in conjunction with other applicable agencies or governmental entities).

Policy PF-2.4.1: The City shall coordinate with Escambia County, the Escambia County School Board, ECUA and the NWFWMD in funding and/or developing educational materials which will be utilized for public information purposes on watershed management.

Policy PF-2.4.2: The City shall coordinate with the Escambia County Agriculture Extension Service and/or other appropriate agencies in developing landscape design and/or urban forestry programs, which promote the preservation of native vegetation for the purpose of sedimentation and erosion control.

Objective PF-2.5: The City of Pensacola shall coordinate with the County, the ECUA and the NWFWMD to promote water conservation through identifying methods of reducing sanitary sewer flows and pumping of potable water.

Public Facilities

Policy PF-2.5.1: The City shall coordinate with the Emerald Coast Utilities Authority (ECUA) to develop a public information campaign concerning water conservation.

Policy PF-2.5.2: The City shall coordinate with Escambia County, the Escambia County School Board, ECUA and the NWFWMD in the continued funding and/or development of educational materials which will be utilized for public information purposes on water conservation.

Policy PF-2.5.3: The City shall coordinate with Escambia County, the Escambia County School Board, ECUA, and the NWFWMD in researching all funding mechanisms which are available for establishing a water conservation campaign.

Policy PF-2.5.4: The City shall continue to enforce codes and ordinances requiring water-saving devices in new and rehabilitated construction and encouraging or requiring use of permeable surfaces for parking lots. The City shall consider incentives for developments, which utilize water conservation technology, not to exclude energy conservation technology such as water-sourced heat pumps.

Policy PF-2.5.5: The City shall coordinate with ECUA in studying the development of irrigation systems, which utilize water sources other than the groundwater aquifer for City-owned building sites, recreational sites or public rights-of-way.

Policy PF-2.5.6: The City shall coordinate with the Escambia County Agriculture Extension Service and/or other appropriate agencies in developing landscape design and/or urban forestry programs, which promote the use of indigenous vegetation for the purpose of conserving water used for irrigation. This coordination may be either in the form of shared funding or manpower.

Objective PF-2.6: The City shall continue to enforce its Land Development Code regulations protecting the function of the Sand and Gravel Aquifer.

Policy PF-2.6.1: The City shall utilize maps contained in the *Wellhead Protection Area Delineation In Southern Escambia County, Florida, Water Resources Special Report 97-4, December 1997*, prepared by the Northwest Florida Water Management District, as may be amended, and included by reference, to identify wellhead protection areas around existing water wells and shall continue to cooperate with the Emerald Coast Utilities Authority in reviewing land use regulations within these areas.

Policy PF-2.6.2: The City shall protect all water recharge areas within the City through enforcement of all existing ordinances adopted in the Land Development Code, including but not limited to the following:

- 1. Open space requirements;
- 2. Amount of impervious surfaces permitted in critical water recharge areas;
- 3. Stormwater management;
- 4. Erosion control; and
- 5. Landscaping and vegetation protection.

Objective PF-2.7: The City shall continue to cooperate in developing a hazardous waste management program in coordination with State and County governments and agencies for the proper collection, storage, disposal and transport of hazardous wastes generated within the City.

Policy PF-2.7.1: The City shall continue to respond to all hazardous materials incidents in the City in compliance with Title III of the Superfund Amendment and Re-authorization Act of 1986 and the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act of 1988.

Policy PF-2.7.2: The City shall promote the use of scheduled amnesty days for the appropriate collection of hazardous wastes.

Policy PF-2.7.3: All industries with hazardous wastes shall be required to develop a spill clean-up plan, provide storage facilities for hazardous wastes generated on site, and provide for safe transport of any hazardous waste.

Policy PF-2.7.4: The City shall coordinate with County, State and Federal agencies in the development and compliance of hazardous waste management programs.

Policy PF-2.7.5: The City shall regulate the use and disposal of hazardous materials and wastes within critical aquifer protection areas and within wellhead protection zones.

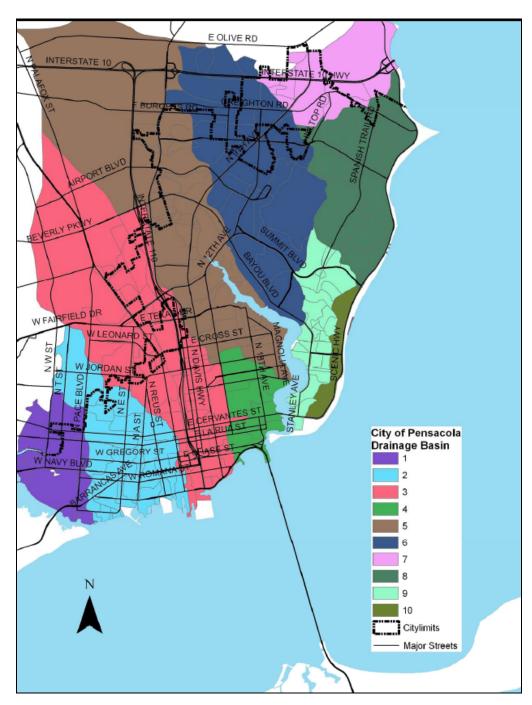
#### GOAL PF-3: The City shall encourage the use of energy efficient and environmentallybeneficial activities and products for public facility use.

**Objective PF-3.1**: The City shall encourage construction of new facilities and purchase of equipment to be used with environmentally beneficial equipment.

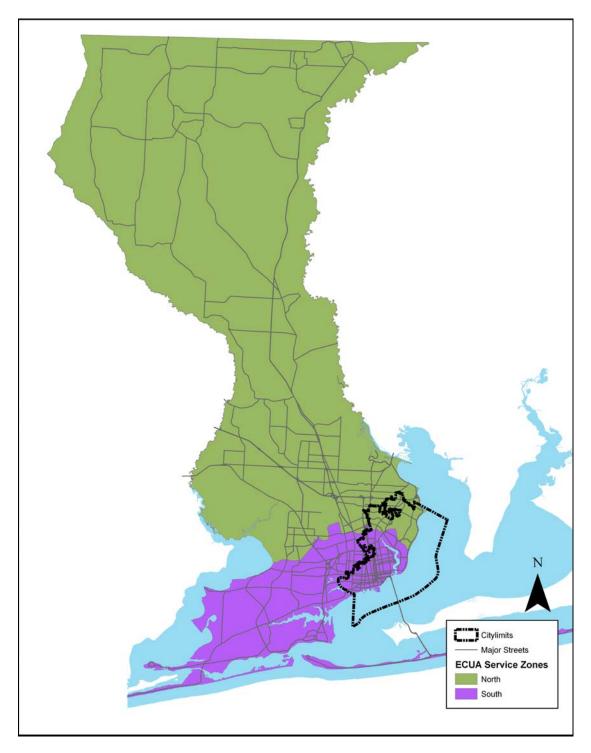
**Policy PF-3.1.1**: The City shall encourage all new public facilities to be constructed utilizing energy and resource efficient techniques and systems including benchmarks from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Green Building Rating Systems. The City shall also encourage LEED certification where appropriate and feasible.

**Policy PF-3.1.2**: The City shall exclusively purchase environmentally-beneficial equipment such as Energy-Star qualified products when cost feasible.

City of Pensacola Drainage Basins



Public Facilities



Emerald Coast Utility Authority Service Zones

# **CHAPTER 5**

### COASTAL MANAGEMENT

GOAL CM-1: The City shall manage the coastal system natural resources within the City limits in a manner that will maintain or enhance environmental, recreational, historic and economic qualities, protect human life, and limit public expenditures in coastal areas.

Objective CM-1.1: The City shall encourage shoreline development of those land uses which are dependent on or related to access to the water.

Policy CM-1.1.1: Shoreline development in Coastal High Hazard Area (CHHA) shall be prioritized as follows to the maximum extent feasible

- A. Water dependent uses
  - 1. Commercial
  - 2. Light industrial
- B. Water related recreation
- C. Residential
- D. Commercial

Policy CM-1.1.2: All City owned or City financed waterfront development, except for industrial uses, shall provide for public waterfront access.

Policy CM-1.1.3: The City shall encourage and coordinate in the development of additional marina facilities and fishing piers provided they meet the following criteria:

- \* The use is compatible with surrounding land uses.
- \* Upland support services are available.
- \* A hurricane contingency plan is in place.
- \* The water quality concerns have been addressed.
- \* A plan is in place for mitigation actions in the event that the environment is adversely affected.
- \* The economic need and feasibility for the facility have been established.

Policy CM-1.1.4: The City shall continue to provide for the siting of waterdependent and water-related uses through the zoning guidelines of the appropriate land use districts.

Policy CM-1.1.5: The City shall continue to utilize and develop its deepwater port, coordinating the port's activities with other City, County, regional, state and federal agencies in the following areas: transportation, land use, natural and manmade hazards, protection of natural resources. Policy CM-1.1.6: The City shall enhance the urban waterfront through proper land use planning, the public acquisition of land for parks and open space, and the establishment of downtown waterfront pedestrian connections.

Objective CM-1.2: The City shall limit public expenditures that subsidize development in the Coastal High Hazard Area (CHHA) except for restoration or enhancement of natural resources.

Policy CM-1.2.1: The Coastal High Hazard Area (CHHA) will be the area seaward of the elevation of the Category 1 storm surge line as established by a Sea, Lake and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.

Policy CM-1.2.2: Public funds shall be expended in the CHHA only in developments: that comply with residential densities adopted in this plan that will produce no adverse affects to the surrounding land uses or the environment without approved mitigation plans; and/or, that would further open up the waterfront to public access.

Policy CM-1.2.3: The City shall take whatever actions that are necessary so that all public facilities located near the City's shoreline or in the CHHA are resistant to storm events and meet all the building standards for the hurricane-force winds and floods.

Objective CM-1.3: In accordance with the City's land development code, the City shall continue to direct high density population developments away from the City's CHHA.

Policy CM-1.3.1: Future residential land use in the CHHA shall be limited to the following densities by location:

- \* Low density along Escambia Bay north of Hyde Park Road and south of Gadsden Street, and along both shores of Bayou Texar.
- \* Medium density along Pensacola Bay (except for the Historic District), and along Bayou Chico.
- \* High density Historic District.

Policy CM-1.3.2: Future residential land use developments in the dense business area constructed in the CHHA shall be limited to medium density (18 or fewer residential dwelling units per acre). Allowable density above the medium density limit established by future land use category may be transferred to portions of the development site outside the CHHA.

Objective CM-1.4: The City shall provide, and if necessary increase, public access to available shoreline consistent with estimated need.

Policy CM-1.4.1: The City will limit vacations of public rights-of-way to maintain the public access to shorelines.

Policy CM-1.4.2: The City will continue to work with Escambia County to maintain and increase shoreline access to the public.

Policy CM-1.4.3: The City shall review and enforce the public access requirements of the Coastal Zone Protection Act of 1996.

Policy CM-1.4.4: The City shall coordinate land use plans for shoreline access to include proper circulation routes and parking facilities necessary for the particular locations and uses.

Policy CM-1.4.5: The City shall coordinate with the Escambia County Transit System for provision of public transportation to shoreline facilities.

Policy CM-1.4.6: The City shall promote public access and increase overall connectivity between existing neighborhoods and Pensacola Bay.

Objective CM-1.5: The City shall allow development in the CHHA only if it will not create a deficiency in the adopted minimum levels of service.

Policy CM-1.5.1: Level of service standards in the CHHA shall be consistent with those of the rest of the City.

Policy CM-1.5.2: The City shall take all appropriate steps to provide that funding for infrastructure will be phased to coincide with the demands generated by development or redevelopment in the CHHA provided the development meets all the requirements of density and use set forth in the Future Land Use Plan and is consistent with coastal resource protection and safe evacuation.

Objective CM-1.6: The City shall coordinate with State, regional and county agencies in evaluating major evacuation routes and determining where operational improvements can be made to maintain or reduce hurricane evacuation times and shall work with the Civil Defense and Red Cross in identification and provision of adequate emergency shelter.

Policy CM-1.6.1: In the event of a natural disaster, the City shall respond to the instruction and guidance of the Escambia County Civil Defense office and follow the recommendations from the *Tri-State Hurricane Evacuation Study* for evacuation procedures.

Policy CM-1.6.2: The City shall periodically review the natural disaster plan, taking into consideration the capacity of evacuation routes as compared to the predicted population density listed in the Future Land Use Plan Element and other publications relating to natural disaster planning.

Objective CM-1.7: The City will update post-disaster redevelopment plans based on building and construction regulations, city codes, and intergovernmental reports in coordination with Escambia County in order to minimize or eliminate the exposure of human life and property to natural disaster hazards, as necessary.

Policy CM-1.7.1: The City will enforce and/or establish any necessary building and development codes to minimize damage to human life and property from a natural disaster.

Policy CM-1.7.2: The City will continue to participate in the National Flood Insurance Program.

Policy CM-1.7.3: Following a natural disaster, the City will seek Federal Acquisition and donation of properties along CHHA that have been damaged beyond repair, provided for by section 1362 of the NFIP.

Policy CM-1.7.4: The City shall identify all areas needing redevelopment to reduce or eliminate unsafe conditions and inappropriate uses in the CHHA.

Policy CM-1.7.5: The Post-Disaster Redevelopment Plan shall establish policies for the following: differentiating between repair and clean-up actions which are needed to protect public health and safety and those actions which constitute long-term repair and redevelopment activities; practices for removal, relocation or structural modification of damaged infrastructure and unsafe structures; limiting redevelopment in areas of repeated damage; and incorporating recommendations of interagency hazard mitigation reports into the local Comprehensive Plan.

Policy CM-1.7.6: The City shall develop regulatory or management techniques for general hazard mitigation including regulation of: beach alteration; stormwater management; and sanitary sewer facilities.

Policy CM-1.7.7: The City shall incorporate the recommendations of the hazard mitigation annex of the local peacetime emergency plan and applicable existing interagency hazard mitigation reports.

# GOAL CM-2: The City shall ensure the highest environmental quality feasible, the City will seek to conserve, protect, and properly manage its natural resources.

Objective CM-2.1: The City shall protect, conserve or enhance coastal wetlands, living marine resources and wildlife habitat.

Policy CM-2.1.1: The City shall limit the specific and cumulative impacts of development and redevelopment which will have adverse effects on wetlands, water quality, wildlife habitat, living marine resources and beach systems by prohibiting these developments unless mitigation actions are specified or by withholding public funds from these projects.

Policy CM-2.1.2: By the year 2021, the City shall restore or enhance disturbed or degraded natural areas for City-owned property including beaches, estuaries, wetlands, shoreline ecosystems, and drainage systems and shall establish programs to mitigate future disruptions or degradations.

Policy CM-2.1.3: The City shall establish standards for new development adjacent to wetlands to reasonably assure that the quality and quantity of their stormwater discharge does not adversely impact the physical and/or ecological features of those habitats.

Policy CM-2.1.4: With respect to acquisition, the City, where feasible, shall protect, conserve, or enhance coastal wetlands, living marine resources and wildlife habitat unduly threatened by development through establishment of public or private conservation easements or other available means as deemed appropriate.

Objective CM-2.2: The City shall maintain and improve estuarine environmental quality.

Policy CM-2.2.1: The City shall coordinate with Escambia County and the City of Century through the existing interlocal agreement to conduct stormwater management plans which will provide recommendations for preventing estuarine pollution, controlling surface water runoff and protecting living marine resources.

Policy CM-2.2.2: The City shall review and contribute to any updates of the Comprehensive Plans in surrounding jurisdictions and other policy plans that would affect implementation of local estuarine protection goals.

Policy CM-2.2.3: With respect to acquisition, the City, where feasible, shall protect, conserve, or enhance estuarine environmental quality unduly threatened by development through establishment of public or private conservation easements or other available means as deemed appropriate.

Policy CM-2.2.4: The City shall work with local organizations, regional, state agencies to establish procedures to protect and increase the water quality near existing shorelines.

Objective CM-2.3: The City shall reasonably assure that impacts of man-made structures on beach systems are minimal.

Policy CM-2.3.1: Construction in the CHHA shall conform to regulations set forth in the Land Development Code for floodplain management.

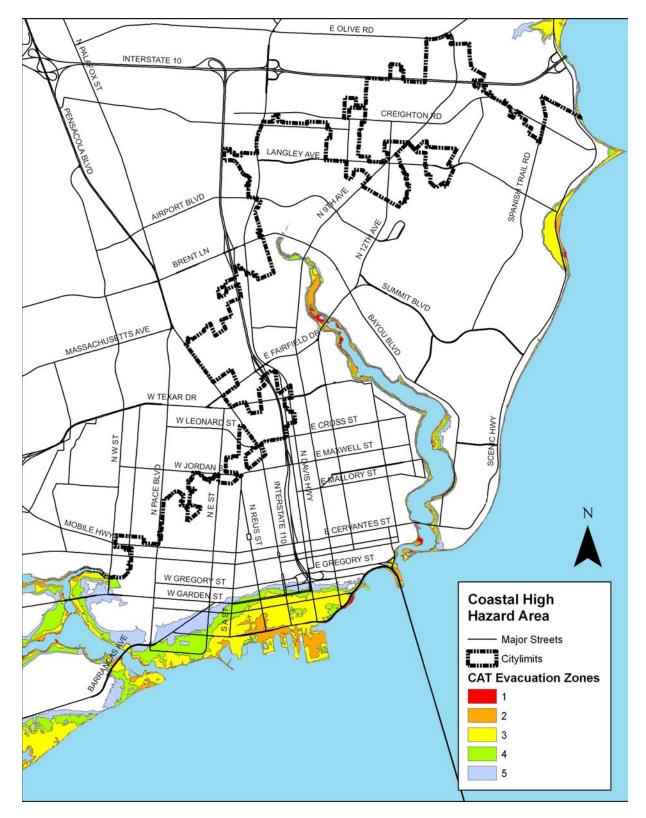
Objective CM-2.4: The City shall coordinate with the West Florida Historic Preservation, Inc. and other appropriate agencies in the protection, preservation or sensitive reuse of historic resources.

Policy CM-2.4.1: The City shall continue to support the Historic Pensacola Preservation Board in its efforts to identify historic sites and register them with the proper agencies.

Policy CM-2.4.2: Through historic zoning district guidelines and building codes, the City shall continue to establish controls for safe construction practices and for retaining the character of development within the districts.

Objective CM-2.5: The City shall continue to discourage off shore oil and gas drilling in the coastal areas of North Florida, and the City shall continue to demand accountability for clean-up of any leaks or spills of oil or oil products as well as other contaminants and pollutants.

Policy CM-2.5.1: The City shall continue to cooperate with other local and state agencies in opposition to the leasing of coastal area waters for offshore oil and gas drilling through appropriate actions. Further, the City shall cooperate with local, state and federal agencies in the clean-up efforts following the Deepwater Horizon oil spill and any other oil leak or spill as well as other contaminants and pollutants that affect waterways within the city limits.



City of Pensacola Coastal High Hazard Areas

# CHAPTER 6

### CONSERVATION AND SUSTAINABILITY

# GOAL C-1: The City of Pensacola will seek to properly manage and protect the environment and its natural resources to the highest level possible.

Objective C-1.1: The City will work with the appropriate agencies to preserve and protect air quality within the City and the Pensacola Urbanized Area to meet ambient air quality standards as currently required by the Florida Department of Environmental Protection (FDEP).

Policy C-1.1.1: The City shall support and cooperate with Escambia County, FDEP, and FDOT in monitoring air pollution sources in the area.

Policy C-1.1.2: The City shall ensure that new industrial development is located in compatible land use areas where impact on air quality can be monitored and minimized.

Policy C-1.1.3: The City shall reduce automobile emission pollution by:

- a. Improving traffic flow patterns.
- b. Encouraging carpooling, the "ride-share" program, and other mass transit options.
- c. Encouraging buffer vegetation along arterial roadways and residential areas.
- d. Developing bicycle paths and pedestrian walkways within the City to encourage use of "clean" transportation.
- e. Encourage efforts to require compliance with emission standards.

Policy C-1.1.4: The City shall continue to enforce City regulations which prohibit or restrict the practice of open fire burning within the City.

Objective C-1.2: The City shall, through its land development regulations, protect, to the maximum extent feasible, all ecologically significant plant and animal communities identified by the U. S. Fish and Wildlife Service, the Florida Game and Fresh Water Fish Commission and other governmental and non-governmental agencies.

Policy C-1.2.1: The City shall take into consideration endangered or threatened plant and animal species, habitat conditions, occurrences and disturbances, in reviewing development proposals.

Policy C-1.2.2: The City shall require that development proposals upon request include a survey for endangered and threatened plant or animal communities utilizing information provided by the Florida Natural Areas Inventory indicating

that no such plant or animal communities occur or are likely to occur with the goal that no documented endangered or threatened natural vegetative or animal communities are destroyed.

Policy C-1.2.3: In areas where protected resources or unique vegetative communities are anticipated or documented, utilizing data information provided by the Florida Natural Areas Inventory development plans shall include an inventory of these resources and vegetative communities.

Policy C-1.2.4: The Land Development Code shall ensure reasonable protection of indigenous tree species, and where degradation has occurred, restoration shall take place by planting native species.

Policy C-1.2.5: The City shall adopt regulations which require the responsible party to mitigate impacts where degradation of environmentally sensitive areas, as defined in 9J-5.003(41), F.A.C., occurs as a result of development activities (cost to be incurred by the proposed development affecting the environmentally sensitive areas).

Policy C-1.2.6: The City will study the design of low-impact parks at Carpenter Creek and Gaberonne Swamp using native plants and other natural features that will not alter the wildlife values of the park.

Policy C-1.2.7: The City will coordinate efforts to conserve, appropriately use or protect unique vegetative communities located within more than one local jurisdiction with adjacent local governments and public or private agencies, including but not limited to the Florida Department of Environmental Protection, The Florida Fish and Wildlife Conservation Commission, and local chapters of groups such as the Sierra Club and Audubon Society.

Policy C-1.2.8: With respect to acquisition, the City, where feasible, shall protect ecologically significant plant and animal communities unduly threatened by development through establishment of public or private conservation easements or other available means as deemed appropriate.

Objective C-1.3: The City will coordinate with the County and other regional agencies to encourage a greater abundance and diversity of aquatic vegetation and fish species in Bayou Texar, Bayou Chico and Pensacola Bay.

Policy C-1.3.1: Through coordinated efforts with ECUA, the City will encourage alternative methods of gray-water discharge, such as a recycling program, reducing the volume of wastewater discharged into area waters.

Policy C-1.3.2: The Land Development Code will include provisions that require stream bank and shoreline buffer zones adjacent to surface water bodies to enhance filtration of stormwater run-off.

Policy C-1.3.3: The City will permit shoreline development only when such development would not destroy or degrade the estuarine or deepwater environment, provided it meets the following criteria:

- 1. A plan is in place for mitigation actions in the event that the environment is adversely affected.
- 2. The economic need and feasibility for the development has been established.

Policy C-1.3.4: The City, in coordination with Escambia County and the ECUA, will implement a public information program to educate residents on the type and use of pesticides that are environmentally safe.

Policy C-1.3.5: The City shall take necessary measures to reduce the quantity and improve the quality of stormwater discharged to area bodies of surface water as follows:

- 1. Implementation of the Pensacola Bay System S.W.I.M Plan recommendations.
- 2. Implementation of the Escambia County/City of Pensacola Stormwater Management Plan recommendations.
- 3. Improvements to the municipal drainage system shall be designed with appropriate water quality control techniques.
- 4. Continuing maintenance of stormwater systems will be performed in a timely and adequate manner which minimizes adverse environmental impacts.

Policy C- C-1.3.6: The City will encourage further development of artificial reefs to enhance fish populations.

Objective C-1.4: The City shall participate in the development of a hazardous waste management program, in coordination with the State and County, for the proper collection, storage, disposal, and transport of hazardous wastes generated within the City.

Policy C-1.4.1: The City shall continue to respond to all hazardous material incidents in the City in compliance with Title III of the Superfund Amendment and Re-authorization Act of 1986 and the Florida Hazardous Materials Emergency Response and Community Right-to Know Act of 1988.

Policy C-1.4.2: The City, in coordination with Escambia County and the ECUA, shall provide educational material and schedule amnesty days to provide for the

collection of hazardous wastes from City residents and small commercial and industrial hazardous waste generators.

Policy C-1.4.3: The City shall coordinate with County, State, and Federal agencies in the development and compliance of hazardous waste management programs.

Objective C-1.5: The City shall regulate future development on or near floodplain areas to reduce the exposure of human life and property to damage from natural hazards.

Policy C-1.5.1: The City shall establish limits on public expenditures and capital improvement for developments located in Coastal High Hazard Areas (CHHA).

Policy C-1.5.2: The City will actively enforce minimum building standards identified in the adopted Flood Plain Management Ordinance for construction within the 100-year flood plain.

Policy C-1.5.3: The City shall cooperate with the Federal Emergency Management Agency (FEMA) to regularly update the 100-year flood plain and to continue FEMA regulations.

Objective C-1.6: The City shall establish responsibility for the alleviation of the harmful and damaging effects of on-site generated erosion, sedimentation, runoff, and the accumulation of debris on adjacent downhill and/or downstream properties.

Policy C-1.6.1: The City shall require that no person may subdivide or make any change in the use of land or construct or change the size of a structure, except for individual single-family and duplex home construction, without first submitting a stormwater management plan to the City Engineer and obtaining a stormwater management permit from the building official.

Policy C-1.6.2: The City shall require that all land development plans include measures to minimize soil erosion in sensitive soil erosion areas. These plans should utilize native species for landscaping to the maximum extent possible.

Policy C-1.6.3: The City shall review and update its Erosion, Sedimentation, and Runoff Control ordinance as necessary.

Objective C-1.7: The quality of Pensacola's surface and ground waters should meet or exceed the minimum requirements set by the Florida Department of Environmental Protection.

Policy C-1.7.1: The City shall protect all water recharge areas within the City through enforcement of the Land Development Code, and periodic review and

Conservation and Sustainability

amendment of these regulations, as necessary, to strengthen the overall protection of water recharge areas including but not limited to the following:

- 1. Open space requirements;
- 2. Amount of impervious surfaces permitted in critical water recharge areas;
- 3. Stormwater management;
- 4. Erosion control;
- 5. Landscaping and vegetation protection.

Policy C-1.7.2: The City shall utilize maps contained in the *Wellhead Protection Area Delineation in Southern Escambia County, Florida, Water Resources Special Report 97-4, December 1997*, prepared by the Northwest Florida Water Management District, as may be amended, and included by reference, to identify wellhead protection areas around existing water wells and shall continue to cooperate with the Escambia County Utilities Authority in reviewing land use regulations within these areas.

Policy C-1.7.3: The City shall continue to coordinate its efforts with those of federal and State agencies to complete the clean-up of hazardous waste sites and abandoned dump areas to protect the groundwater from leaching.

Policy C-1.7.4: The City shall regulate, minimize or prohibit development which can be expected to cause or increase salt-water intrusion, interfere with water use rights, or pollute or damage ecosystems within the City.

Policy C-1.7.5: The City shall coordinate with the NWFWMD to prohibit the extraction of water where use exceeds the available recharge, or in areas of concern near utility wells "cones of influence".

Policy C-1.7.6: The City will continue to coordinate with the ECUA and the Escambia County Health Department to identify the location of individual septic tanks in the City for the purpose of discontinuing septic tank use and requiring future utilization of the sewer collection system.

Objective C-1.8: The City shall encourage the conservation of fresh groundwater and the reuse of existing water supplies.

Policy C-1.8.1: The City shall encourage the development of building codes that provide for the installation of water saving devices in new construction and renovation projects.

Policy C-1.8.2: The City will coordinate with ECUA to investigate the feasibility of establishing a graywater system throughout the City for irrigation and other suitable purposes.

Policy C-1.8.3: To reduce the quantity of potable water used for irrigation, the Land Development Code will include provisions encouraging the use of native vegetation for all development or redevelopment activities, whenever feasible.

Policy C-1.8.4: New development shall not be permitted unless a continual source of potable and/or non-potable water is available to meet the projected needs of the population.

Policy C-1.8.5: The City of Pensacola shall support the water management plans and water shortage plans of the Northwest Florida Water Management District through cooperation with ECUA and through enforcement of water conservation provisions.

Objective C-1.9: The City shall identify and cooperate in the protection of all endangered or threatened species by including appropriate regulations within the Land Development Code.

Policy C-1.9.1: The City shall use a current and complete inventory, prepared by other reliable sources, which includes endangered or threatened plant and animal species, habitat conditions, occurrences and disturbances, in reviewing development proposals.

Policy C-1.9.2: The City shall include regulations within the Land Development Code that prohibits any development that would destroy the habitat of endangered or threatened species, when the habitats has been identified and documented.

Objective C-1.10: The City's wetlands shall be conserved and protected, to the greatest extent feasible, from any adverse physical or hydrological alteration without proper mitigation.

Policy C-1.10.1: The City shall require review and approval of dredge and fill permits by the Florida Department of Environmental Regulation for wetlands within its jurisdiction.

Policy C-1.10.2: Where alteration of wetlands is necessary in order to allow for reasonable use of property, then the restoration of disturbed wetlands shall be provided for or additional wetland areas will be created to replace the area that was destroyed.

Policy C-1.10.3: The City shall designate the Gaberonne Swamp area owned by the City as an environmentally sensitive area to be used only for purposes of low-intensity recreation activities, with construction activities limited to those which will not disturb the natural environment pursuant to FAA approval.

Objective C-1.11: The City shall, as feasible, establish and implement a systematic plan for reforesting its urban fabric that optimizes the resources available in the City Tree Planting Trust Fund.

Policy C-1.11.1: The plan should contain an audit and condition analysis of protected trees existing on public properties, and prioritized replanting plan in roadway rights of way between specific intersections on specific roadways.

Policy C-1.11.2: The plan shall coordinate with regulations in the Land Development Code to produce aesthetic uniformity along roadways and biodiversity throughout the total urban forest, promotion of minimum tree spacing, and planting and maintenance specifications should prescribe best practices to optimized tree life.

# GOAL C-2: The City of Pensacola will seek to promote sustainable development which meets the needs of the present without compromising the ability to meet the needs of the future through the protection of the natural environment.

Objective C-2.1: The City will encourage green site development in which the design, construction, and operation promote the preservation of resources and environmentally sensitive construction practices, systems and materials.

Policy C-2.1.1: The City shall promote and encourage the construction of buildings with design by recognized environmental rating agencies including the Florida Green Building Coalition, the National Home Builder Association and the U.S. Green Building Council.

Policy C-2.1.2: The City shall establish land use regulations that provide incentives for the construction of LEED certified buildings.

Policy C-2.1.3: The City shall continue to promote, through its Land Development Code regulations, the use of Florida landscape materials that promote water conservation and the principals of Xeriscape.

# **CHAPTER 7**

## **RECREATION AND OPEN SPACE**

# GOAL R-1: The City of Pensacola shall ensure that all Pensacola residents have access to a wide range of recreational facilities and City Parks.

Objective R-1.1: The City will acquire, develop and maintain parks and recreational facilities to meet the needs of the city's current and projected population.

Policy R-1.1.1: The City will adopt a recreational level of service of .5 acres/1000 persons for mini-parks (at a 1/4 mile radius); 2 acres/1000 persons for neighborhood parks (at a 1/2 mile radius); 1.5 acres per 1,000 persons for community parks (city-wide radius); and, 1 acre per 1,000 persons for open space (citywide radius). Activity based level of service standards shall be adopted as follows:

Swimming Pools	1 pool/25,000 population
Tennis Courts	1 court/2,000 population
Basketball Courts	1 court/5,000 population
Baseball/Softball Fields	1 field/3,000 population
Football/Soccer/Rugby Fields	1 field/4,000 population
Golf Course (9-hole)	1 course/25,000 population
Golf Course (18-hole)	1 course/50,000 population

Policy R-1.1.2: The City will acquire and/or develop recreation sites and correct or improve existing deficiencies consistent with the Capital Improvements Element as follows:

- ✤ Baars Park- develop neighborhood park.
- ✤ Acquire land near Legion Field
- ✤ Acquire land near Sanders Beach-Corinne Jones Center.
- Acquire property or implement interlocal agreement for Dory Miller Park.
- Acquire land or implement interlocal agreement for ball fields near "T" and "W" Streets.
- Coordinate Master Plan for Hollice Williams Park with CRA.
- Construct Community Center in Service Area 8.
- Develop Community Aquatic Center.
- Develop Mallory Heights Park III.

Policy R-1.1.3: The City will periodically review demographic changes within Pensacola and conduct needs assessment survey for each park service area to determine necessary equipment and services for City parks and recreational facilities.

Policy R-1.1.4: The City will reduce maintenance cost of parks and recreational facilities by using native plants for landscaping in appropriate areas.

Policy R-1.1.5: Where feasible, the City shall provide additional recreation and open space opportunities including, but not limited to, sites/facilities required to meet LOS standards, and/or sites that would further objectives to protect natural environments, through establishment of public or private conservation easements, or through other available means as deemed appropriate.

Policy R-1.1.6: Where feasible in the redevelopment of existing recreation and open space sites or development of new sites, the City shall provide facilities for outdoor recreation activities, including, but not limited to, nature trails or boardwalks, interpretive displays, wildlife observation areas, or picnic areas, if applicable.

Policy R-1.1.7: The City shall identify and prioritize for acquisition, properties that provide for open space amenities, especially if they are located within the urban core or provide access to scenic vistas or waterways.

Policy R-1.1.8: The City shall manage natural areas and waterfront open spaces appropriate for the resources that are contained within, or are being protected by such lands. At a minimum, this shall include removal of non-native and invasive vegetation.

Policy: R-1.1.9: The City shall strive to maintain the quality and availability of recreational facilities for residents throughout the City.

Policy: R-1.1.10: The City shall strive to ensure the quality of the recreational equipment will be provided equally to all recreational facilities in the City.

Objective R-1.2: The City will continue to analyze and improve accessibility of recreational facilities and natural resources.

Policy R-1.2.1: The City will encourage the Pensacola Transportation Planning Organization (TPO) to conduct a study of roadways adjacent to park and recreational facilities and develop a plan for a coordinated system of bicycle lanes and sidewalks/paths linking residential areas with these facilities. This system will be coordinated with plans for existing or proposed state or federal scenic highway corridors and/or greenway trail systems.

Policy R-1.2.2: The City will coordinate with Escambia County Transit System to reasonably assure, when feasible, provision of service to major recreational facilities.

Policy R-1.2.3: The City will maintain existing public access to the greatest extent possible, and if deemed feasible will increase opportunities for public

#### Recreation and Open Space

access to the shoreline through establishment of public or private conservation easements or through other available means as deemed appropriate. Private property rights will be protected in providing additional public access to the shoreline.

Objective R-1.3: The City shall coordinate public and private resources to meet development and maintenance needs for recreation by execution of existing interlocal agreements with public agencies and by assistance to private resources through technical help or through co-sponsorship of activities.

Policy R-1.3.1: The City shall continue to contribute funding to the Pensacola-Escambia Clean Community Commission for the community education program they coordinate with Escambia County School Board about littering and misuse of recreational facilities and for their monitoring of the "Adopt-A-Park" program which coordinates private resources to maintain City parks and rights-of-way.

Policy R-1.3.2: The City shall continue the interlocal agreement for coordination between the City and the Escambia County School Board in the provision and maintenance of shared recreational facilities.

Policy R-1.3.3: The City shall continue to cosponsor recreational programs and events, such as the baseball/softball program and other athletic events, races and festivals, using City facilities and maintenance.

Objective R-1.4: Open space areas, which are accessible to the public for low-intensity use shall be provided through implementation of the open space requirements of the Land Development Code.

Policy R-1.4.1: The City will designate corridor open space areas for new roadways and for reconstruction of existing roadways wherever adequate rights-of-way exist.

Policy R-1.4.2: The City will accept or acquire easements and/or right-of-ways for portions of Gaberonne Swamp and Carpenter Creek from the end of Ellyson Drive north to Bayou Boulevard to protect these areas in their natural state by designating them as conservation districts.

Policy R-1.4.3: The City shall maintain open space areas by implementing Title 12 of the Land Development Code, specifically Chapter 12-2 (zoning district setback requirements) and Chapter 12-8 (subdivision regulations which require a donation of 5% of land for open space or recreation).

Policy R-1.4.4: Open space definitions and standards as described in the Recreation and Open Space Chapter of the Comprehensive Plan will be included in the City of Pensacola Land Development Code.

# GOAL R-2: The City shall continue encourage greater usage of recreational facilities and open spaces.

Objective R-2.1: The City will pursue efforts to promote interconnectivity with existing recreational facilities and open spaces.

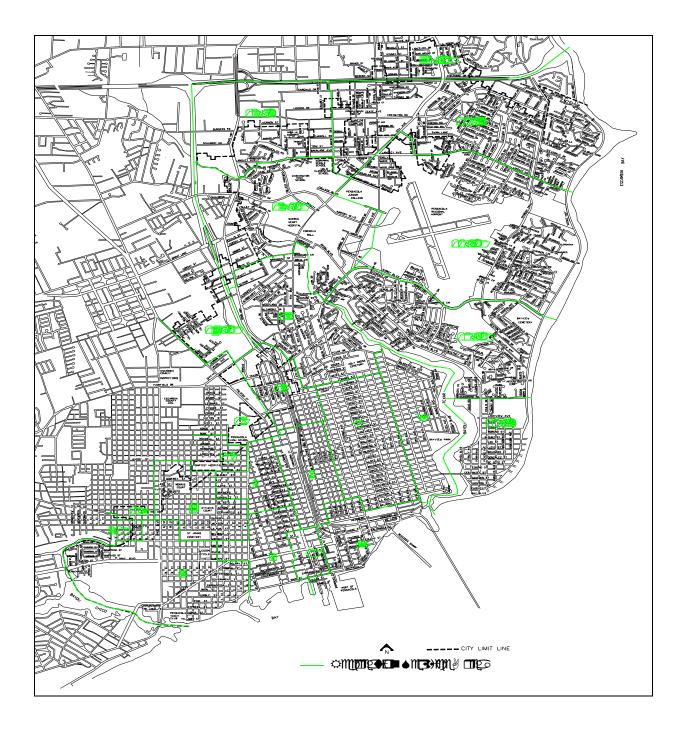
Policy: R-2.1.1: The City will review existing park locations to determine when interconnections could be established that would promote greater use.

Objective R-2.2: The City will pursue efforts to promote interconnectivity with Escambia County recreational facilities and open space with City resources.

Policy R-2.2.2: The City will coordinate with Escambia County to promote the concept of interconnecting County recreational facilities and City recreational facilities to be used by residents.

Recreation and Open Space

# City of Pensacola Recreation Service Areas



## **CHAPTER 8**

### INTERGOVERNMENTAL COORDINATION

GOAL IC-1: The City of Pensacola shall foster and encourage intergovernmental coordination with Escambia County, other adjacent local governments, and local, regional, State and Federal agencies.

Objective IC-1.1: The City will prepare or update existing interlocal agreements with appropriate governmental entities in Escambia County to provide continued intergovernmental coordination.

Policy IC-1.1.1: The City will continue to review all existing interlocal agreements to evaluate their effectiveness and to assure that any new requirements from the Comprehensive Plan will be addressed in the agreement.

Policy IC-1.1.2: The City will prepare interlocal agreements with Escambia County and/or the ECUA to assure coordination regarding infrastructure development which affects both the City and the County.

Policy IC-1.1.3: The City will prepare an interlocal agreement with the District School Board in order to assure collaborative planning of educational facilities and infrastructure development.

Policy IC-1.1.4: The City will coordinate with the Pensacola State College and the University of West Florida in order to assure collaborative planning of infrastructure development.

Policy IC-1.1.5: The City will continue to promote compatibility with local military service.

Objective IC-1.2: The City will participate in and develop new committees or informal coordination mechanisms which will further intergovernmental coordination.

Policy IC-1.2.1: The City will assist in the development and participate in a joint City/County/ECUA coordinating committee to review future development plans with the ECUA facilities capacities.

Policy IC-1.2.2: The City will continue to participate in existing intergovernmental coordination committees (i.e., Transportation Planning Organization, Bay Area Resource Council, Chamber of Commerce) and expand some of the functions of these committees to address problem areas identified in the Comprehensive Plan.

Policy IC-1.2.3: The City shall establish a regular exchange of City Planning Board agendas and Escambia County Planning Board agendas for the purpose of providing information to each entity regarding certain issues with potential intergovernmental impacts.

Policy IC-1.2.4: The City will coordinate with Escambia County to identify potential adverse effects of development decisions made within a one-half (1/2) mile on either side of the City limits.

Policy IC-1.2.5: The City of Pensacola shall routinely review and coordinate the level of service standards with the WFRPC, TPO, DCA, DEP, FDOT and all other appropriate State, regional and local agencies in the development of each element of the Comprehensive Plan.

Policy IC-1.2.6: The City shall continue to coordinate with the WFRPC and other appropriate agencies to ensure that the impacts of development proposed in the City's plan are coordinated with adjacent local governments (i.e., expansion of marinas, airport, ports, bridges and new roads).

Policy IC-1.2.7: The City shall continue to coordinate with the School District to insure that the School Board has an opportunity to review and comment on the effect of proposed residential development, the effect of comprehensive plan amendments and rezonings on the public school facilities plan.

Objective IC-1.3: The City will continue to enforce LOS standards with Escambia County, the ECUA, and the FDOT, and to coordinate with the District School Board facilities work program.

Policy IC-1.3.1: The City will continue to annually review enforce adopted LOS standards and coordinate with the ECUA in planning for future growth.

Policy IC-1.3.2: The City will continue to enforce adopted roadway LOS standards with Escambia County and FDOT, which are consistent, particularly where roadways pass through jurisdictional boundaries.

Policy IC-1.3.3: The City will coordinate with the District School Board facilities work program, which is used to plan for future growth.

Policy IC-1.3.4: The City will coordinate population estimates and projections with the School Board at a minimum of once each year as part of the review of the DSB facilities work program (5-year plan).

Policy IC-1.3.5: In order to coordinate the effective and efficient provision and siting of educational facilities with associated infrastructure and services within the City, representative of the City and the School Board will meet by June 2000

to develop mechanisms for coordination of educational facilities planning. The City will amend the Plan by January 2001 to incorporate the coordination mechanisms developed.

Objective IC-1.4: The City shall ensure that the impacts of development proposed in the City's Comprehensive Plan are coordinated with adjacent municipalities, Escambia County, WFRPC, the State of Florida, the TPO and other appropriate agencies.

Policy IC-1.4.1: The City will coordinate comprehensive planning with local governmental agencies including the School Board, the WFRPC, the Northwest Florida Water Management District, etc. for all developments that will have a significant impact on the region.

Policy IC-1.4.2: The City will participate in the update of the *West Florida Strategic Regional Policy Plan*.

Policy IC-1.4.3: In order to coordinate the management of environmental systems that fall under the jurisdiction of more than one local government, the City shall:

- \* Monitor and evaluate updates to the *Escambia/Santa Rosa Coastal Resource Management Plan.*
- \* Participate in the Florida-Alabama TPO.
- \* Participate in the formulation of, and coordinate in the implementation of, the *Pensacola Bay System S.W.I.M. Plan* and the *Escambia County/City of Pensacola Stormwater Management Plan.*

Objective IC-1.5: The City will provide for formal or informal conflict resolution mechanisms when necessary to deal with issues of intergovernmental coordination.

Policy IC-1.5.1: The City will utilize the services of the West Florida Regional Planning Council for informal conflict mediation where appropriate.

Policy IC-1.5.2: The City will provide for joint meetings of the City Council and the County Commission to resolve issues relating to intergovernmental coordination

Objective IC-1.6: The City of Pensacola shall periodically sponsor workshops with the Escambia County School District, other units of local government, and the ECUA to discuss future expansion plans and identify any proposed land use or facility impacts.

Policy IC-1.6.1: The City of Pensacola shall annually review the master plans of the Escambia County School District, other units of local government, the WFRPC, the State, and the ECUA in the comprehensive planning process and shall advise the respective bodies concerning inconsistencies.

Objective IC-1.7: The City shall comply with Florida laws for review of annexation requests and for resolving annexation issues.

Policy IC-1.7.1: City and County staff will exchange and review data regarding levels of service and land use for areas that are being considered for annexation.

Policy IC-1.7.2: The City will consider conducting an opinion survey of any area(s) being considered for annexation to determine the feasibility of conducting a referendum prior to initiating an annexation action.

Policy IC-1.7.3: The City will coordinate with State legislators in addressing State laws concerning annexation.

# **GOAL IC-2:** The City of Pensacola shall coordinate and plan with the Escambia County District School Board for the provision of adequate and readily accessible educational sites and the timely construction of school facilities.

Objective IC-2.1: The City will cooperate with the School District in siting individual facilities in an orderly and timely manner that is responsive to alleviating overcrowding, providing special facilities, and meeting the demands of new development through, but not limited to, the following policies.

Policy IC-2.1.1: The City Planning Department will coordinate with the School District staff in the siting of school facilities throughout the City so that their location is consistent with and, to the degree possible, will further the Goals, Objectives, and Policies of the Comprehensive Plan.

Policy IC-2.1.2: The City will evaluate the ability for the co-location of public parks, public library facilities, or other public facilities as appropriate, when school sites are chosen and the development plans prepared. The technical interrelationships of the Capital Improvements Programs will in part, identify co-location/joint use opportunities.

Objective IC-2.2: The City will provide the School District an opportunity for coordinated, on-going review of the impacts of development.

Policy IC-2.2.1: The City will inform the School District of proposed amendments to the Future Land Use Map of the City.

Policy IC-2.2.2: The City will request that the School District, prior to final consideration by the School Board, formally contact the City regarding any existing school in the City that is being considered for closure, capacity change,

or programmatic change, so that the City can assess the impact of the school closure upon the community and provide formal comments if desired.

Intergovernmental Coordination

# **CHAPTER 9**

# **CAPITAL IMPROVEMENTS**

# GOAL CI-1: The City shall utilize development standards which will effectively maximize facilities and will provide for new facilities as growth occurs in a manner consistent with the City's Future Land Use element.

Objective CI-1.1: The City shall utilize the capital improvements element to correct existing deficiencies within the framework of the 5-year Schedule of Improvements; to accommodate desired future growth; and to replace worn-out or obsolete facilities.

Policy CI-1.1.1: The Capital Improvements Element shall include only those facility types explicitly required in Chapter J-5, FAC, which are Sanitary Sewer, Solid Waste, Drainage, Potable Water, Transportation and Parks and Recreation.

Policy CI-1.1.2: All existing deficiencies defined in the CIE shall be evaluated and necessary facilities upgraded and/or replaced utilizing the follow method for prioritizing the year the projects will be implemented:

- \* Highest priority will be given to projects which directly affect the health and safety of the public.
- \* Second priority will be given to those projects, which would be more cost-effectively undertaken with other facilities under the 5year Schedule of Improvements.

Policy CI-1.1.3: The Capital Improvement Element's 5-year Schedule of Improvements will be included in the City's Capital Improvement Program and will have priority over any other City capital needs.

Policy CI-1.1.4: Proposed capital improvements projects shall be evaluated based on their direct relationship to the Comprehensive Plan Elements and shall include consideration of:

- 1. The elimination of existing capacity deficiency;
- 2. The elimination of public hazards;
- 3. The project's financial feasibility and impact on the local budget;
- 4. The project's ability to increase the efficiency of use of existing facilities, prevent or reduce future improvement cost, provide service to developed areas lacking full service, or promote infill development; and,
- 5. Plans of state agencies and water management districts that provide public facilities within the City.

Policy CI-1.1.5: The City Manager, Director of Finance, Community Design & Planning Director, Engineering Department Director, Leisure Services Director, Public Services & Sanitation Director, and the Port Director will serve as the internal review group for the purpose of evaluating and ranking in order of priority projects proposed for inclusion in the 5-year Schedule of Improvements. Other appropriate City officials may, from time to time, be requested to serve on the committee or provide assistance to the committee as circumstances and issues require.

Objective CI-1.2: Infrastructure improvement costs required due to increased use of existing facilities by future development will be proportionately shared by the City and the developer in order to maintain adopted LOS standards taking into account the costs associated with adequately documenting the degree to which future development is responsible for causing such improvements.

Policy CI-1.2.1: The City will implement a stormwater utility fee, if necessary, to assess costs for future drainage improvements and continue to utilize local funding and State and federal grants to adequately maintain adopted LOS standards for drainage. In addition, the City will continue to utilize local optional gas tax to fund local roadway improvements for the purpose of maintaining adopted LOS standards. The City will pursue new revenue sources and methods to fund local roadway and drainage projects.

Policy CI-1.2.2: The City shall continue to implement its program for mandatory dedications or fees in lieu of as a condition of plat approval for the provision of recreation and open space.

Objective CI-1.3: The City shall coordinate its land development process and fiscal resources with its adopted Capital Improvements schedule to ensure all development orders and building permits for future development and redevelopment will only be issued if adopted level of service standards for public facilities are maintained.

Policy CI-1.3.1: All development orders and building permits for future development and redevelopment activities shall be issued by the City only if public facilities necessary to meet the following adopted level of service standards are available concurrent with the impacts of the development.

- \* Sanitary Sewer 100 gallons per capita per day average flow.
- \* Solid Waste 4.52 pounds per capita per day.
- \* Drainage LOS A tolerates street flooding to a depth of 3 inches or less in the gutters when the rest of the pavement is passable, and allows open or green space flooding of up to 12" as long as there is no threat to public health or safety, or permanent impediment to the intended use of the property; LOS B - tolerates flooding of

entire street surface up to 4"; LOS C - tolerates structure flooding; based on the following design criteria:

In existing developments adequate drainage capacity to accommodate run-off associated with a 3-year, 12-hour design storm for collection systems.

In new developments adequate drainage capacity to accommodate a 25-year, 12-hour design storm for collection systems and for retention and detention ponds. As a minimum the first 1/2" of runoff must be retained on the site of the development. At the discretion of the City Engineer, retention standards may be increased beyond the 1/2" minimum standards on a site-specific basis.

\* Potable Water - 118 gallons per capita per day (gpcd) for Zone 1, 146 gpcd for Zone 2.

*	Roadway Type	LOS (Peak hour)
	State Roadways	
	Intrastate	С
	Other State Roads	E
	Roads Within the TCEA	Exempt
	Local Collector Roads	E
	Other Local Roads	С

\* Recreation Standards

Acreage - .5 acres/1000 persons for mini parks (1/4 mile radius); 2 acres/1000 persons for neighborhood parks (1/2 mile radius); 1.5 acres/1000 persons for community parks (citywide radius), and; 1 acre/1,000 persons for open space (citywide radius).

Swimming Pool	1 pool/25,000 persons
Tennis Court	1 court/2,000 "
Basketball Court	1 court/5,000 "
Baseball/Softball Field	1 field/3,000 "
Football/Soccer/Rugby Field	1 field/4,000 "
Golf Course	1-9-hole course/25,000
Golf Course	1-18-hole course/50,000

Policy CI-1.3.2: The City will not issue development orders unless public facilities that meet adopted LOS standards are available or meet the requirements of the City's adopted Concurrency Management System.

Policy CI-1.3.3: The City shall make provision for the availability of public facilities to serve developments for which development orders were issued prior to the adoption of the Comprehensive Plan.

Policy CI-1.3.4: The City shall track all de minimis impact of development for annual submittal of the CIE through the established concurrency management system.

Objective CI-1.4: The City shall utilize all funding resources and mechanisms which are necessary for capital improvements.

Policy CI-1.4.1: The City shall study the feasibility of implementing as many local funding mechanisms as possible for capital improvements.

Objective CI-1.5: The City shall follow the 5-year Schedule of Improvements (as amended from time to time) as set forth in the Capital Improvements Element (CIE) except in the instance of unforeseen natural disasters or cut-backs in funding sources, either of which could change funding or expenditure priorities.

Policy CI-1.5.1: The City shall review the CIE on an annual basis to ensure that the required fiscal resources are available to provide public facilities to support adopted LOS standards.

Policy CI-1.5.2: The City shall adopt a monitoring and evaluation program for the review of the CIE.

Objective CI-1.6: Proposed expenditure of public funds that subsidize or enable land development in Coastal High Hazard Areas shall be limited to those projects identified in the Coastal Management Chapter.

Policy CI-1.6.1: The use of City funds for shoreline development in the CHHA will be based on the following priorities:

- A. Water dependent uses
- B. Water related recreation
- C. Residential
- D. Commercial

Objective CI-1.7: The City shall adopt its CIE at the same time that it adopts its Annual Operating Budget. The CIE shall include those projects necessary to maintain the adopted level of service standards set forth in Policy 1.3.1.

Policy CI-1.7.1: The ratio of general government debt service expenditures to general government total expenditures shall not exceed 15 percent (as measured by either the most recent comprehensive annual financial report or the adopted

current year budget) except when a proposed borrowing is necessitated to finance reconstruction following emergencies (such as a hurricane or natural disaster).

Capital Improvements

(S) Source						CAPIT	AL IMPROVEME	ENTS FY 2011 - FY	2015								
(-)		2011		2012				2013			2014			2015			
PROJECT	COST	CITY'S SHARE	OTHER SHARE	COST	CITY'S SHARE	OTHER SHARE	COST	CITY'S SHARE	OTHER SHARE	COST	CITY'S SHARE	OTHER SHARE	COST	CITY'S SHARE	OTHER SHARE	TOTAL PROJECTS	CITY'S SHARE
PORT																	
Maintenance Dredging	640,000	320.000	320.000													640,000	320,000
Maintenance breaging	040,000	(1) Port	(2) FSTED													040,000	020,000
Port Intermodal Rail Enhancements	2,750,000	0	2,750,000 (18) TIGER II													2,750,000	0
America's Marine Highways				900,000	225,000	675,000	900,000	225,000	675,000							1,800,000	450,000
Terminal & Facilities Development, Phase I					TBD	(16) MARAD		TBD	(16) MARAD								
America's Marine Highways										450,000	112,500	337,500	450,000	112,500	337,500	900,000	225,000
Terminal & Facilities Development, Phase II											TBD	(16) MARAD		TBD	(16) MARAD		
Dockside Utility Improvements	150,000	75,000 (1) Port	75,000 (2) FSTED													150,000	75,000
On-dock Rail Switch Repairs	60,000	60,000 (1) Port	0													60,000	60,000
Entrance Gate Relocation and Improvements	250,000	50,000 (1) Port	200,000 (3) TSA													250,000	50,000
Intermodal Rail Replacement		1.7.5.	(0) - 0	1,000,000	0	1,000,000 (18) TIGER II	1,000,000	0	1,000,000 (18) TIGER II							2,000,000	0
Dock & Wharf Apron Strengthening (Berth 6 Rehabilitation)				1,100,000	0	1,100,000 (18) TIGER II	1,100,000	0	1,100,000 (18) TIGER II							2,200,000	0
Berth 6 Fender System Replacement							1,000,000	0	1,000,000 (18) TIGER II							1,000,000	0
Port Total	3,850,000	505,000	3,345,000	3,000,000	225,000	2,775,000	4,000,000	225,000	3,775,000	450,000	112,500	337,500	450,000	112,500	337,500	11,750,000	1,180,000
STORMWATER PROJECTS																	
Davis Highway at Valley Drive							309,700	309,700		255,000	255,000 (5) SWCP					564,700	564,700
Sanders Beach Storm Sewer Reconstruction								(5) SWCP		370,000	(5) SWCP 370,000		500,000	500.000	-	870,000	870.000
Sanders Beach Storm Sewer Reconstruction										370,000	(5) SWCP		500,000	(5) SWCP		870,000	870,000
Gaberonne Swamp Stormwater Enhancements				200,000	200,000 (5) SWCP						(0) 01101			(0) 01101		200,000	200,000
Land Acquisition Retention Pond Sites					(0) 01101					35,000	35,000		300,000	300,000		335,000	335,000
											(5) SWCP			(5) SWCP			
Baywoods Gulley Stormwater Enhancements				200,000	200,000		295,300	295,300 (5) SWCP								495,300	495,300
Carpenters Creek at Brent Lane				370,000	370,000 (5) SWCP		200,000	200,000 (5) SWCP								570,000	570,000
"L" and Zarragossa Street Drainage Improvements				340,000	340,000 (5) SWCP		104,200	104,200 (5) SWCP								444,200	444,200
12th Avenue at Carpenter's Creek	20,000	20,000 (5) SWCP		250,000	250,000 (5) SWCP		180,800	180,800 (5) SWCP								450,800	450,800
Bayou Chico Stormwater Outfall Retrofits	500,000	500,000 (5) SWCP		300,000	300,000 (5) SWCP			(-)								800,000	800,000
Birnam Woods S/D Discharge at Bayou Texar	340,000	340,000 (5) SWCP			(5) 5000						1					340,000	340,000
Scenic Heights Discharge (Langley into Escambia Bay)		(5) SWCP								500,000	500,000 (5) SWCP		500,000	500,000 (5) SWCP		1,000,000	1,000,000

I					1							360,000	360,000 (5) SWCP		360,000	360,000
14,200	14,200 (5) SWCP		250,000	250,000 (5) SWCP		250,000	250,000 (5) SWCP		250,000	250,000 (5) SWCP		250,000	250,000 (5) SWCP		1,014,200	1,014,200
						450,000	450,000								450,000	450,000
162,600	162,600 (5) SWCP		326,800	326,800 (5) SWCP		326,800	326,800		326,800	326,800 (5) SWCP		326,800	326,800 (5) SWCP		1,469,800	1,469,800
	0,01101			(0) 011 0.		120,000	120,000		500,000	500,000			(0) 01101		620,000	620,000
800,000	800,000 (5) SWCP						(0) 01101			(0) 01101					800,000	800,000
1,836,800	1,836,800	0	2,236,800	2,236,800	0	2,236,800	2,236,800	0	2,236,800	2,236,800	0	2,236,800	2,236,800	0	10,784,000	10,784,000
853,400	853,400		853,400	853,400		853,400	853,400		853,400	853,400		853,400	853,400		4,267,000	4,267,000
521,900			521,900			521,900			521,900			521,900			2,609,500	2,609,500
118,300			118,300			118,300			118,300			118,300			591,500	591,500
1 402 600		0	1 402 600		0	1 492 600		0	1 402 600		0	1 492 600		0	7 469 000	7,468,000
1,433,000	1,433,000	Ū	1,433,000	1,433,000		1,433,000	1,433,000		1,433,000	1,433,000	0	1,433,000	1,433,000	Ū	7,400,000	7,400,000
600,000	300,000 (7) CIA (9) PEC	300,000 (8) EDOT													600,000	300,000
30,000,000	0	30,000,000													30,000,000	0
200,000	10,000 (7) C(4 (9) PEC	190,000													200,000	10,000
250,000	12,500	237,500													250,000	12,500
400,000	400,000	(1)///01													400,000	400,000
000 000 3		1 750 000													000.000 3	5,150,000
0,000,000															0,000,000	5,130,000
1,333,400	333,400	1,000,000													1,333,400	333,400
600,000	30,000	570,000													600,000	30,000
351.000												1			351.000	17,550
001,000															001,000	11,000
400,000	20,000	380,000													400,000	20,000
400,000	20,000	380,000													400,000	20,000
1 200 000		1,140,000	1		1				1						1,200,000	60,000
1,200,000	(7) CIA (9) PFC	(11) FAA														
	162,600 1,836,800 1,836,800 521,900 118,300 1,493,600 1,493,600 200,000 30,000,000 200,000 200,000 400,000 1,333,400 6,900,000 1,333,400 600,000 351,000 400,000	(6) SWCP           (5) SWCP           (6) SWCP           (6) SWCP           (7) SWCP           (80,000           (80,000           (80,000           (80,000           (80,000           (80,000           (81,007)           (91,000)           (91,000)           (91,000)           (91,000)           (91,000)           (91,000)           (91,000)           (91,000)           (91,000)           (91,000)           (91,000)           (91,010,010)	(6) SWCP           162,600         162,600           162,600         162,600           (5) SWCP	(g) SWCP         (g) SWCP           162,600         162,600         326,800           162,600         (g) SWCP         326,800           800,000         (g) SWCP         2           800,000         (g) SWCP         2           1,836,800         1,836,800         0         2,236,800           1,836,800         1,836,800         0         2,236,800           853,400         (g) LOG T         521,900         521,900           118,300         118,300         118,300         118,300           1483,600         0         1,493,600         1,493,600           100,000         (g) LOG T         118,300         118,300           148,300         0         1,493,600         1,493,600           100,000         (g) FCC         (g) FDO T         118,300           200,000         1,000,000         (17)         20,000           00,000         1,000,000         (17)         20,000           01,000         12,500         237,500         (17)           133,400         1,300,000         (17)         20,000         (10,60) FFC           00,000         (7) CA (g) FFC         (g) FDO T         133,400         1,000,000	(5) SWCP         (6) SWCP           162,600         162,600         326,800         326,800           162,600         162,600         326,800         326,800           165, SWCP         2         326,800         (5) SWCP           800,000         800,000         (5) SWCP         (6) SWCP           1,836,800         800,000         800,000         (6) SWCP           1,836,800         1,836,800         0         2,236,800         2,236,800           853,400         (8) LOG T         (8) LOG T         (8) LOG T         (6) LOG T           118,300         118,300         118,300         (8) LOG T         (8) LOG T           118,300         118,300         118,300         (8) LOG T         (8) LOG T           118,300         118,300         0         1,493,600         1,493,600         1,493,600           600,000         300,000         0         10,000         1(1) LOG T         118,300           100,000         0         300,000         1(1) LOG T         118,300         1(1) LOG T           12,000         1,000,000         0         1(1) FAA         11,300         1(1) LOG T           200,000         1,00,000         1(1) FAA         11,50,000	(5) SWCP         (3) SWCP           162,600         162,600         326,800         326,800           162,600         162,600         326,800         (3) SWCP           800,000         800,000         (5) SWCP         (3) SWCP           800,000         800,000         (3) SWCP         (3) SWCP           1,836,800         1,836,800         0         2,236,800         2           1,836,800         1,836,800         0         2,236,800         0           1,836,800         1,836,800         0         2,236,800         0           118,300         16,10GT         (6) LOGT         (6) LOGT           1118,300         1118,300         118,300         118,300           118,300         118,300         118,300         (6) LOGT           118,300         118,300         118,300         118,300           1483,600         0         1,493,600         0           1483,600         0         1,493,600         0           100,000         100,000         (11) FAA         1           200,000         12,500         237,500       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1,483,600         0         1,483,600           10,000         0         30,000         1,493,600         0         1,483,600         0         1,483,600           10,000         0         30,000,000         1,493,600         0         1,493,600 <td>(b) SWCP         (c) SWCP         (c) SWCP         (c) SWCP           162,600         162,600         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         100,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         160,000         853,400         <td< td=""><td>(b) SWCP         (c) SWCP         (c) SWCP         (c) SWCP           162,000         162,000         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         120,000         (f) SWCP         120,000         (f) SWCP         <td< td=""><td>(b) SWCP         (c) SWCP         (c) SWCP         (c) SWCP         (c) SWCP           162,600         162,500         326,800         328,800         328,800         328,800         326,800         500,000         (5) SWCP         500,000         500,000         (5) SWCP         500,000         (5) SWCP         500,000         (5) SWCP         500,000         (6) LOGT         500,000         (6) LOGT         521,900         521,900         521,900         521,900         521,900         521,900         521,900         521,900         521,900         (6) LOGT         <td< td=""><td><math display="block"> \begin{array}{ c c c c c c c c c c c c c c c c c c c</math></td><td><math display="block"> \begin{array}{ c c c c c c c c c c c c c c c c c c c</math></td><td>14.200         14.200         14.200         250.000         251.000</td><td>1.4.20         1.4.20</td><td>Image: big series         Image: big series     &lt;</td><td>Image: book of the sector of the se</td></td<></td></td<></td></td<></td>	(b) SWCP         (c) SWCP         (c) SWCP         (c) SWCP           162,600         162,600         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         100,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         160,000         853,400 <td< td=""><td>(b) SWCP         (c) SWCP         (c) SWCP         (c) SWCP           162,000         162,000         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         120,000         (f) SWCP         120,000         (f) SWCP         <td< td=""><td>(b) SWCP         (c) SWCP         (c) SWCP         (c) SWCP         (c) SWCP           162,600         162,500         326,800         328,800         328,800         328,800         326,800         500,000         (5) SWCP         500,000         500,000         (5) SWCP         500,000         (5) SWCP         500,000         (5) SWCP         500,000         (6) LOGT         500,000         (6) LOGT         521,900         521,900         521,900         521,900         521,900         521,900         521,900         521,900         521,900         (6) LOGT         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(c) SWCP           162,600         162,500         326,800         328,800         328,800         328,800         326,800         500,000         (5) SWCP         500,000         500,000         (5) SWCP         500,000         (5) SWCP         500,000         (5) SWCP         500,000         (6) LOGT         500,000         (6) LOGT         521,900         521,900         521,900         521,900         521,900         521,900         521,900         521,900         521,900         (6) LOGT         <td< td=""><td><math display="block"> \begin{array}{ c c c c c c c c c c c c c c c c c c c</math></td><td><math display="block"> \begin{array}{ c c c c c c c c c c c c c c c c c c c</math></td><td>14.200         14.200         14.200         250.000         251.000</td><td>1.4.20         1.4.20</td><td>Image: big series         Image: big series     &lt;</td><td>Image: book of the sector of the se</td></td<></td></td<>	(b) SWCP         (c) SWCP         (c) SWCP         (c) SWCP         (c) SWCP           162,600         162,500         326,800         328,800         328,800         328,800         326,800         500,000         (5) SWCP         500,000         500,000         (5) SWCP         500,000         (5) SWCP         500,000         (5) SWCP         500,000         (6) LOGT         500,000         (6) LOGT         521,900         521,900         521,900         521,900         521,900         521,900         521,900         521,900         521,900         (6) LOGT         (6) LOGT <td< td=""><td><math display="block"> \begin{array}{ c c c c c c c c c c c c c c c c c c c</math></td><td><math display="block"> \begin{array}{ c c c c c c c c c c c c c c c c c c c</math></td><td>14.200         14.200         14.200         250.000         251.000</td><td>1.4.20         1.4.20</td><td>Image: big series         Image: big series     &lt;</td><td>Image: book of the sector of the se</td></td<>	$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	14.200         14.200         14.200         250.000         251.000	1.4.20         1.4.20	Image: big series         Image: big series     <	Image: book of the sector of the se

Capital Improvements

2012	1	1	1	1	ı	ı	1	1	1	1	1	1	1	1 1		1	ı ı
Pave Interior Perimeter Road				489.500	24,500	465,000										489,500	24,500
ave interior remineter road				403,300	24,300	403,000										403,300	24,300
					(7) CIA (9) PFC	(11) FAA											
Acquire Land - Commerce Park Phase I				1,333,333	333,333	1,000,000		1								1,333,333	333,333
					(7) CIA (9) PFC	(8) FDOT											
Improvements to Retention Pit - Design				900,000	45,000	855,000										900,000	45,000
					(7) CIA (9) PFC	(11) FAA											
Relocate Fuel Farm Phase II				900,000	45,000	855,000										900,000	45,000
					(7) CIA (9) PFC	(11) FAA											
Environmental Assessment for ILS at R/W 35				250,000	12,500	237,500										250,000	12,500
And the Decision of the Market States				150,000	(7) CIA (9) PFC 7,500	(11) FAA 142,500										150,000	7,500
Airfield Pavement and Lighting Rehab - Design				150,000	(7) CIA (9) PFC	(11) FAA										150,000	7,500
2013					(1) GIA (3) 11 C	(11)1764											
Acquire Land - Commerce Park Phase I							1,333,400	333,400	1,000,000							1,333,400	333,400
							.,,	(7) CIA (9) PFC	(8) FDOT							.,,	
New ARFF Vehicle (fire rescue)							700,000	35,000	665,000							700,000	35,000
								(7) CIA (9) PFC	(11) FAA								
Construct Hold Pads							1,210,000	60,500	1,149,500							1,210,000	60,500
								(7) CIA (9) PFC	(11) FAA								
Replace Perimeter Fence							900,000	45,000	855,000							900,000	45,000
								(7) CIA (9) PFC	(11) FAA								
Remove Old TRACON Building							1,000,000	50,000	950,000							1,000,000	50,000
2014								(7) CIA (9) PFC	(11) FAA								
										2,000,000	500.000	4 500 000				0.000.000	500.000
Acquire Land - Commerce Park Phase II										2,000,000	(7) CIA (9) PFC	1,500,000 (8) FDOT				2,000,000	500,000
New ARFF Vehicle										700,000	35,000	665,000	1			700,000	35,000
										100,000	(7) CIA (9) PFC	(11) FAA				100,000	66,000
Additional GA Ramp - Construction										3,000,000	150,000	2,850,000				3,000,000	150,000
											(7) CIA (9) PFC	(11) FAA					
EA/EIS for GA R/W 17L/35R										229,000	11,450	217,550				229,000	11,450
											(7) CIA (9) PFC	(11) FAA					
Strengthen SW Ramp - Design										200,000	10,000	190,000				200,000	10,000
											(7) CIA (9) PFC	(11) FAA					
2015																	
Acquire Land - Commerce Park Phase II													2,000,000	500,000	1,500,000	2,000,000	500,000
Oliveration Ocean Device													000.000	(7) CIA (9) PFC	(8) FDOT	000.000	45,000
Strengthen Cargo Ramp													900,000	45,000 (7) CIA (9) PFC	855,000 (11) FAA	900,000	45,000
Design/Build Connecting Taxiways to Additional													955,000	47,750	907,250	955,000	47,750
T-Hangers	1				1					1			335,000	(7) CIA (9) PFC	907,250 (11) FAA	333,000	47,750
Strengthen SW Ramp - Construction	1	i – – – – – – – – – – – – – – – – – – –		i	1		i	i –		i –			1,300,000	65,000	1,235,000	1,300,000	65,000
														(7) CIA (9) PFC	(11) FAA		
GA Ramp Expansion - Design													600,000	30,000	570,000	600,000	30,000
														(7) CIA (9) PFC	(11) FAA		
Airport Tota	44,534,400	6,448,450	38,085,950	4,022,833	467,833	3,555,000	5,143,400	523,900	4,619,500	6,129,000	706,450	5,422,550	5,755,000	687,750	5,067,250	65,584,633	8,834,383
1	1				1					1			1				
GRAND TOTAL FOR ALL PROJECTS	51,714,800	10,283,850	41,430,950	10,753,233	4,423,233	6,330,000	12,873,800	4,479,300	8,394,500	10,309,400	4,549,350	5,760,050	9,935,400	4,530,650	5,404,750	95,586,633	28,266,383

(1) PORT - Port Funds

(2) FSTED - Florida Seaport Transportation Economic Development Council

PI - Private Investment
 PI - Private Investment
 TAS - Trasportation Security Administration Grant
 SWCP - Stormwater Capital Projects Fund
 LOGT - Local Option Gas Tax

(7) CIA - Capital Improvements Fund, Airport

(/) CIA - Capital Improvements Fund, Airport (8) FDOT - Florida Department of Transportation (9) FFC - Passenger Facility Charge (10) CFC - Customer Facility Charge (11) FAA - Federal Aviation Administration Entitlements (12) SISGM - Strategic Intermodal System Growth Management (13) Ford - Interm Danée

(12) Journal - Outstage (13) Bond - Alport Bonds (14) ARRA - American Recovery & Reinvestment Act Port Security Grant Program (unding pending grant award) (16) MARAD - US Martime Administration America's Martine Highways Program (projected future funding source) (17) - Economic Recovery Funds (to be constructed if funds are awardsd)

(18) TIGER II - National Infrastructire Investments funding pending grant award)

# **HISTORIC PRESERVATION**

GOAL HP-1: The City shall continue to preserve its existing historic buildings, historic sites, and historic and preservation districts.

Objective HP-1.1: The City shall continue to enforce its existing historic preservation ordinances.

Policy HP-1.1.1: The City shall, through its historic preservation ordinances, continue to provide zoning categories that support the purpose and character of each historic and preservation district and identify appropriate permitted and conditional uses in those districts.

Policy HP-1.1.2: The City shall, through its historic preservation ordinances, continue to provide procedures for review and for the continuation of the Architectural Review Board as the principal review authority.

Policy HP-1.1.3: The City shall, through its historic preservation ordinances, continue to reference the "The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" as a guiding document for historic preservation efforts.

Policy HP-1.1.4: The City shall, through its historic preservation ordinances, continue to provide standards and guidelines for restoration, rehabilitation, alterations, and additions, to existing contributing structures within its historic and preservation districts.

Policy HP-1.1.5: The City shall, through its historic preservation ordinances, continue to provide standards and guidelines for restoration, rehabilitation, alterations, and additions, to existing non-contributing and modern in-fill structures within its historic and preservation districts.

Policy HP-1.1.6: The City shall, through its historic preservation ordinances, continue to provide standards and guidelines for the construction of new structures within its historic and preservation districts.

Policy HP-1.1.7: The City shall, through its historic preservation ordinances, continue to provide standards and guidelines for demolition and relocation of all structures in the historic and preservation districts.

Objective HP-1.2: The City shall maintain an Architectural Review Board which shall have the purpose of preserving and protecting historic or architecturally-significant buildings and historic and preservation districts.

Historic Preservation

Policy HP-1.2.1: The Architectural Review Board shall review all development activities in the historic and preservation districts and apply the historic preservation ordinances adopted by the City of Pensacola.

Policy HP-1.2.2: The Architectural Review Board shall refer to "The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" in making its decisions pertaining to contributing historic structures.

Policy HP-1.2.3: The Architectural Review Board shall consider the distinct historical context, development pattern, neighborhood integrity and architectural character of each historic and preservation district in making its decisions.

Policy HP-1.2.4: The Architectural Review Board shall have the authority to grant variances to the Land Development Code when it determines that the granting of said variances are consistent with historic character of a structure or its corresponding historic or preservation district.

Objective HP-1.3: The City shall maintain the historic character and aesthetics of its historic and preservation districts.

Policy HP-1.3.1: The City shall maintain the historic street patterns and street names in each historic and preservation district.

Policy HP-1.3.2: The City shall continue to provide and maintain street lights and similar municipal appurtenances in the public rights-of-way to create aesthetically pleasing streetscapes.

Policy HP-1.3.2: The City shall continue to provide and maintain landscaping, street lights, and similar municipal appurtenances in the public rights-of-way to provide an aesthetically pleasing streetscape.

Policy HP-1.3.3: The City shall require all traffic control signs, traffic signals, transformers, switching gear and related accessory equipment to be installed in the public right-of-way in the historic and preservation districts are approved by the Architectural Review Board.

Policy HP-1.3.4: The City shall encourage all utility providers to place their utilities underground in historic and preservation districts to protect the aesthetic character of the districts.

Policy HP-1.3.5: The City shall formulate regulations pertaining to Architectural Review Board approval of all new electrical, telephone and cable wires and related equipment, such as (but not limited to) utility cabinets, transmission poles and transformers, to be installed in the historic and preservation district.

Objective HP-1.4: The City shall strengthen existing ordinances, as necessary, in order to preserve the integrity of historic buildings, historic sites, and historic and preservation districts.

Policy HP-1.4.1: The City shall review its historic preservation ordinances and identify its strengths and weaknesses.

Policy HP-1.4.2: The City shall strengthen existing ordinances, as necessary, in order to enhance the preservation of the integrity of historic buildings and historic and preservation districts.

Policy HP-1.4.3: The City shall create a separate chapter in its Land Development Code which contains all new and revised regulations and guidelines pertaining to historic buildings, historic sites, and historic and preservation districts.

# GOAL HP-2: The City shall continue to identify buildings, sites and neighborhoods with historic significance and deserving of preservation.

Objective HP-2.1: The City shall continue to identify and encourage the preservation, continued use or adaptive reuse of buildings that are eligible for designation as historic buildings.

Policy HP-2.1.1: The City shall provide guidance to citizens seeking to have historic structures placed on the Florida Master Site File.

Policy HP-2.1.2: The City shall provide guidance to citizens seeking to have historic structures placed on the National Register of Historic Places.

Objective HP-2.2: The City shall continue to identify established neighborhoods that may deserve designation as a historic or preservation district, subject to the approval of its residents.

Goal HP-2.2.1: The City shall identify existing neighborhoods for designation as a locally-designated historic or preservation district.

Goal HP-2.2.2: The City shall establish adequate standards and guidelines for these districts in its historic preservation ordinances to maintain its historic character and aesthetic quality.

Goal HP-2.2.3: The City shall provide guidance in the nomination of qualified historic and preservation districts to the National Register of Historic Places.

GOAL HP-3: In conjunction with the University of West Florida, West Florida Historic Preservation, Inc., and other community organizations, the City shall continue to support activities relating to historic preservation.

Policy HP-3.1: The City shall support the historic preservation roles of the University of West Florida, West Florida Historic Preservation, Inc., community organizations, neighborhood associations and individuals.

Goal HP-3.1.1: The City shall encourage and support historic building surveys of its neighborhoods and the listing of historic buildings on the Florida Master Site File.

Goal HP-3.1.2: The City shall encourage and support the nomination of historic buildings and sites to the National Register of Historic Places.

Goal HP-3.1.3: The City shall assist the Pensacola Bay Area Convention and Visitors Bureau and other organizations in providing local heritage tourism programs.

Goal HP-3.1.4: The City shall encourage and support activities that involve walking, bicycling and driving through historic and preservation districts.

Goal HP-3.1.5: The City shall encourage community and cultural events to take place in the historic and preservation districts, with the cooperation of their residents, to enhance awareness and appreciation of the heritage and resources of these districts.

Goal HP-3.1.6: The City shall have "The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" and similar technical publications available for review by those interested in the preservation of historic structures.

Policy HP-3.2: The City of Pensacola shall maintain an archaeological review procedure for all proposed construction on City-owned property.

Goal HP-3.2.1: The City shall maintain an archaeological review procedure that provides for an initial determination and review of project impact for projects on City-owned property.

Goal HP-3.2.2: The archaeological review procedure shall be conducted by a professional archaeologist meeting the standards of the Society of Professional Archaeology and having substantial experience in the archaeology and history of Pensacola.

Goal HP-3.2.3: The City shall prepare a memorandum of agreement specifying actions to be taken to avoid or mitigate any adverse effects of construction on any archaeological resources found during the process.

Historic Preservation

# CHAPTER 11

# PUBLIC SCHOOL FACILITIES ELEMENT

## **GOAL PSFE-1:** Coordinate and maintain high quality education facilities

Coordinate with the School Board of City of Pensacola (herein "School Board") to ensure high quality public school facilities that are consistent with the Comprehensive Plan and serve to enhance communities.

Objective PSFE-1.1: Schools as community focal points

Enhance communities and encourage school facilities to serve as community focal points through effective school facility design and siting standards. The location will be coordinated with the future land use map.

Policy PSFE-1.1.1: School location

New schools shall be located proximate to the student population they are intended to serve. New elementary schools shall be located within walking distance of the residential neighborhoods to be served.

Policy PSFE-1.1.2: Shared-use and co-location of school sites

Coordinate with the School Board to continue to permit the shared-use and colocation of school sites and City facilities with similar facility needs as described in the Interlocal Agreement for Public School Facility Planning dated August 7<sup>th</sup>, 2006 (herein "Interlocal Agreement"). The City will identify opportunities for collocation and shared use facilities when preparing updates to the Schedule of Capital Improvements and when planning and designing new community facilities.

Policy PSFE-1.1.3: Emergency shelters

City of Pensacola will continue to coordinate with the School Board on emergency preparedness issues, including the use of public schools as emergency shelters as required by Section 163.3177(12)(g)(8), Florida Statutes. The School Board will continue to fulfill the building code requirements of Section 1012.372, Florida Statutes, such that as appropriate new educational facilities will serve as public shelters for emergency management purposes.

Policy PSFE-1.1.4: School design

The School Board will design and ensure performance standards for new school facilities according to the "Design Guidelines and Technical Specifications 2006"

Florida Department of Education State Requirements for Educational Facilities (SREF).

Policy PSFE-1.1.5: Community vitality

The City of Pensacola will continue to recognize the interconnected importance of quality neighborhood school retention with community economic development, neighborhood stability, diversity and sustainability efforts. Therefore, in partnership with other agencies, the City will encourage the maintenance and improvement of urban schools to preserve and enhance neighborhood quality and vitality.

Policy PSFE-1.1.6: Attracting new residents

The City of Pensacola will support the vitality of urban schools by encouraging new residents to locate in underutilized school districts. Where appropriate, existing homeownership and rehabilitation incentives may be utilized to attract families to such school districts and encourage the private sector to maintain a housing production capacity sufficient to meet the needs of families between moderate and upper level incomes.

Objective PSFE-1.2: Future land use and school siting

Consistent with Section 163.3177, Florida Statutes, the City will include sufficient allowable land use designations for schools proximate to residential development to meet the projected need for schools.

Policy PSFE-1.2.1: Future Land Use categories.

Consistent with the City's Future Land Use Element, public schools shall be an allowable use in all land use categories, except for Conservation. The Land Development Code may include siting standards for schools, consistent with the Comprehensive Plan. The City will consider the provisions of Section 1013.33(13), Florida Statutes (2007).

Policy PSFE-1.2.2: Flood zones and coastal high hazard area

Consistent with the City's Future Land Use Element, future schools shall not be allowed within the coastal high hazard area as delineated by the City.

Objective PSFE-1.3: School facility siting and consistency with the Comprehensive Plan

The City shall ensure that the planning, construction, and opening of educational facilities are coordinated in time and place, concurrent with necessary services and infrastructure, and consistent with the Comprehensive Plan.

Policy PSFE-1.3.1: Consistency with Comprehensive Plan

The City will coordinate with the School Board by giving an informal assessment regarding the consistency of potential new school sites, and significant expansions or potential closures of existing schools with the Comprehensive Plan, as described in the Interlocal Agreement. The informal assessment reviews, as applicable, the following: environmental suitability, transportation and pedestrian access, availability of infrastructure services, safety concerns, land use compatibility, consistency with community vision, and other relevant issues.

# Policy PSFE-1.3.2: Review of school sites

The City shall review potential new school sites, and significant expansions or potential closures of existing schools for consistency with the following criteria:

- a. That school sites are compatible with present and projected uses of adjacent property.
- b. The locations of proposed new elementary schools are proximate to and within walking distance of the residential neighborhoods served.
- c. The locations of proposed new high schools are on the periphery of residential neighborhoods, with access to major roads.
- d. Existing or planned adequate public facilities are available to support the school.
- e. Safe access to and from the school site is available for by pedestrians and vehicles.
- f. The site is well drained and the soils are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements.
- g. The proposed school location is not within a velocity flood zone or floodway, as delineated in the applicable comprehensive plan.
- h. The site is not in conflict with City stormwater management plans or watershed management plans;
- i. The proposed site can accommodate required parking, circulation, and queuing of vehicles.
- j. The proposed location lies outside the area regulated by Section 333.03, F.S., regarding the construction of public educational facilities in the vicinity of an airport.

The City shall also consider the following in its review:

- a. Site acquisition and development costs;
- b. Whether existing schools can be expanded or renovated to support community redevelopment and revitalization;
- c. Efficient use of existing infrastructure;
- d. Discouragement of urban sprawl;
- e. Environmental constraints that would either preclude or render cost infeasible the development or significant renovation of a public school on a site; and
- f. Adverse impacts to archaeological or historic sites.

Objective PSFE-1.4: Pedestrian access to schools

The City shall work with the School Board to improve safe student access to school facilities, and to reduce hazardous walking conditions consistent with the Florida Safe Ways to School Program.

Policy PSFE-1.4.1: Bicycle and pedestrian access

All public schools shall provide bicycle and pedestrian access consistent with Florida Statutes. Parking at public schools will be provided consistent with the City's Land Development Code (LDC) requirements.

Policy PSFE-1.4.2: Sidewalk Master Plan

The City will continue to review the Sidewalk Master Plan to comprehensively address bicycle and pedestrian needs. The plan will continue to focus on bicycle and pedestrian needs relating to school facilities.

Policy PSFE-1.4.3: Sidewalk/pedestrian improvements

In order to ensure continuous pedestrian access to public schools, priority for City sidewalk/pedestrian improvements will be given to cases of hazardous walking conditions pursuant to Section 1006.23, Florida Statutes, and specific provisions for constructing such facilities will be included in the schedule of capital improvements adopted each fiscal year.

Policy PSFE-1.4.4: New development adjacent to school property

New developments adjacent to existing or planned school sites shall be required to provide a right-of-way and a direct access path for pedestrian travel.

Policy PSFE-1.4.5: Sidewalk requirements for development near schools

New residential developments and redevelopment shall be required to provide sidewalks (complete, unobstructed, continuous with a minimum width of 5 feet) along collector, arterial, and local roads designed to move traffic through subdivisions. Sidewalks shall be required pursuant to the City's Community Design Standards.

Policy PSFE-1.4.6: Coordination with FL-AL TPO

Continue to coordinate with the FL-AL TPO to ensure funding for safe access to schools including participation in the Bicycle Pedestrian Advisory Committee and the Community Traffic Safety Team.

Objective PSFE-1.5: Coordinate Future Land Use Map amendments and DRIs to maintain school capacity

It is the objective of the City to coordinate petitions for future land use changes and developments of regional impact to maintain adequate school capacity to meet future growth needs. This goal will be accomplished recognizing the School Board's statutory and constitutional responsibility to provide a uniform system of free and adequate public schools, and the City's authority for land use, including the authority to approve or deny petitions for comprehensive plan amendments, re-zonings or final plat and site plans that generate students and impact the City of Pensacola school system.

Policy PSFE-1.5.1: School Board review and input

As per section 7.6 of the Interlocal Agreement the City shall take the School Board comments and findings on the availability of adequate school capacity into consideration when reviewing comprehensive plan amendments and other land use decisions.

Policy PSFE-1.5.2: Determining impact of Future Land Use changes and DRIs

The School Board shall use the adopted student generation rates to estimate the potential impact of a proposed future land use change or DRI on available school capacity. When such analysis projects a potential deficiency, the School Board shall include in its comments how it will propose to meet the projected demand. The City will take these comments into consideration per Policy PSFE-1.5.1 prior to approving or denying any future land use change or DRI.

# **GOAL PSFE-2: Implement school concurrency**

The School Board will coordinate with the City to assure the future availability of public school facilities to serve new development will be consistent with the adopted level of service standards. This goal will be accomplished recognizing the School Board's statutory and constitutional responsibility to provide a uniform system of free and adequate public schools, and the City's authority for land use, including the authority to approve or deny comprehensive plan amendments, re-zonings or other development orders that generate students and impact the City's school system.

Objective PSFE-2.1: Level of Service standards

The City will coordinate with the School Board to ensure that the capacity of schools is sufficient to support residential development at the adopted level of service (LOS) standards within the period covered by the 5-year schedule of capital improvements, and the long range planning period. The adopted LOS standards shall be achieved by the conclusion of the first 5-year schedule of capital improvements and the LOS standards shall be maintained each subsequent year. These standards shall be consistent with the Interlocal Agreement agreed upon by the School Board, the City, and the local municipalities.

Policy PSFE-2.1.1: Consistency

The LOS standards set forth herein shall be applied consistently by all local governments within City of Pensacola and by the School Board to all schools of the same type.

Policy PSFE-2.1.2: Level of Service standards

Consistent with the Interlocal Agreement, the City and School Board agree to the following level of service standards for school concurrency in City of Pensacola, based on Florida Inventory of School Houses (FISH) permanent capacity, maximum school size by type, core facility capacity. In calculating achievement of LOS relocatables are not considered permanent capacity and school enrollment shall be based on the annual enrollment of each school based on actual counts reported to the Department of Education in October of each year.

TYPE OF SCHOOL	LEVEL OF SERVICE
Existing	100% of FISH permanent capacity
New or Expansion to Elementary (K-5)	100% of FISH permanent capacity and
	school size shall not exceed FISH
	permanent capacity of 800.
New or Expansion to Middle (6-8)	100% of FISH permanent capacity and
	school size shall not exceed FISH
	permanent capacity of 1200.
New or Expansion to High (9-12)	100% of FISH permanent capacity and

	school size shall not exceed FISH
	permanent capacity of 2000.
New or Expansion to Combination (K-8)	100% of FISH permanent capacity and
New of Expansion to Combination (K-8)	school size shall not exceed FISH
	permanent capacity of 2000.
Contors	
Centers	100% of FISH permanent capacity or the level of service based on the
	student/teacher ratios dictated by specific
	programs, whichever is lowest.
LEVEL-OF SERVICE STANDARD FOR CORE FACILITIES (K-5, 6-8, K-8)	
Dining/Kitchen	100% of permanent Total Capacity*
* Total Capacity for Dining/Kitchen facility shall be based on a standard of three (3) feeding periods per day based on the design capacity of the core facilities.	
LEVEL-OF SERVICE STANDARD FOR CORE FACILITIES (9-12)	
Dining/Kitchen	100% of permanent Total Capacity*
* Total Capacity for Dining/Kitchen facility shall be based on a standard of four (4) feeding periods per day based on the design capacity of the core facilities.	
on the design capacity of the core facilities.	

Policy PSFE-2.1.3: Amending Level of Service standards

Potential amendments to the LOS standards shall be considered at least annually at the staff working group meeting referenced in subsection 1.1 of the Interlocal Agreement. If there is consensus to amend any level of service, it shall be accomplished by the execution of an amendment to the Interlocal Agreement by all parties and the adoption of amendments to the City, City and Town's comprehensive plans. The amended LOS shall not be effective until all plan amendments are effective, and the amended Interlocal Agreement is fully executed.

Policy PSFE-2.1.4: Financial feasibility of LOS

No LOS standard shall be amended without a showing that the amended LOS standard is financially feasible, supported by adequate data and analysis, and can be achieved and maintained through the five-year schedule for capital improvements.

Objective PSFE-2.2: School Concurrency Service Areas

The City shall establish School Concurrency Service Areas, as the areas within which an evaluation is made to determine if adequate school capacity is available based on the adopted level of service standards.

Policy PSFE-2.2:1: Concurrency Service areas

The Concurrency Service Areas for the City as agreed in the Interlocal Agreement, shall be coterminous with the attendance zone for each individual school. For special purpose centers, charter schools, and magnet schools the concurrency service area shall be district-wide.

Policy PSFE-2.2:2: Maximize capacity utilization

Concurrency service areas shall maximize capacity utilization, taking into account transportation costs, limiting maximum student travel times, achieving socioeconomic, racial and cultural diversity objectives, and other relevant factors as related to determined by the School Board's policy on maximization of capacity.

Policy PSFE-2.2:3: Amending concurrency service areas

Potential amendments to the concurrency service areas shall be considered annually at the staff working group meeting referenced in Subsection 1.1 of the Interlocal Agreement. If there is consensus to amend the concurrency service areas to establish boundaries other than those that are conterminous with the school attendance zones, it shall be accomplished by a written execution of an amendment to the Interlocal Agreement by all parties and by the amendment to the City, City and Town's comprehensive plan. The amended concurrency service area shall not be effective until the amended Interlocal Agreement is fully executed and comprehensive plan amendments are in effect. Amendments to the concurrency service areas that keep the CSAs borders coterminous with the school attendance zones, shall be agreed upon by all parties and shall not require comprehensive plan amendments.

Objective PSFE-2.3: Student generation rates

The School Board will work with the City, City of Pensacola, and Town of Century to establish student generation rates that will be used to determine the impact of development on public school facilities.

Policy PSFE-2.3:1: Student generation rates

Consistent with the Interlocal Agreement, the School Board staff, working with the City staff and municipal staffs, will develop and apply student generation multipliers for residential developments by dwelling unit type (single family or multi-family) for each school type (elementary, middle, K-8, high, or center), considering past trends in student enrollment in order to project future public school enrollment.

Policy PSFE-2.3:2: Calculating student generation rates

The student generation rates shall be calculated by the School Board City, City of Pensacola, and Town of Century in accordance with professionally accepted methodologies, shall be reviewed and updated at least every two years.

Objective PSFE-2.4: Process for school concurrency implementation

In coordination with the School Board, the City will establish a joint process for implementation of school concurrency that includes applicability, capacity determination, and availability standards. The City shall manage the timing of residential subdivision and site plan approvals to ensure adequate school capacity is available consistent with adopted level of service standards for public school concurrency.

Policy PSFE-2.4.1: Applicability standards

School concurrency applies to residential development or a phase of residential development requiring an approval of subdivision plat, site plan, or its functional equivalent.

Policy PSFE-2.4.2: Exempted development

The following residential development shall be considered exempt from the school concurrency requirements:

1. Single family lots of record that have received final subdivision plat approval prior to the effective date of the PSFE, or single family subdivision plats actively being reviewed at the time of adoption of the PSFE that have received preliminary plat approval.

2. Residential developments that have received final site plan approval prior to the effective date of the PSFE, or residential site plans actively being reviewed at the time of adoption of the PSFE.

3. Amendments to residential site plans or subdivisions, which were previously approved prior to the effective date of the PSFE, and which do not increase the number of students generated by the development based on the adopted student generation rates.

4. Age restricted developments that are subject to deed restrictions prohibiting the permanent occupancy of a resident under the age of fifty five (55). Such deed restrictions must be recorded and must be irrevocable for a period of at least thirty (30) years.

5. Group quarters that do not generate students, including facilities such as local jails, prisons, hospitals, bed and breakfast, motels and hotels, temporary emergency shelters for the homeless, adult halfway houses,

firehouse dorms, college dorms exclusive of married student housing, and religious non-youth facilities.

Policy PSFE-2.4.3: Capacity determination standards

The City shall adopt LDC provisions to establish the application procedure and process for evaluating school capacity and making concurrency determinations consistent with the Interlocal Agreement. The School Board shall be responsible for conducting concurrency reviews. The City may choose to provide an informal assessment of school concurrency at the time of preliminary plat, but the test of concurrency shall be at final plat, site plan, or functional equivalent approval.

# Policy PSFE-2.4.4: School board findings

The School Board's findings and recommendations shall address whether adequate capacity exists for each affected concurrency service area, based on the level of service standards. If adequate capacity does not exist, the School Board findings shall address whether appropriate mitigation can be accepted. If mitigation can be accepted, the School Board's findings shall identify the accepted form of mitigation that is consistent with the policies set forth herein.

# Policy PSFE-2.4.5: Allocated capacity in CIP

In evaluating a subdivision plat or site plan for concurrency, any relevant programmed capacity improvements in years 1, 2, or 3 of the 5-year schedule of capital improvements shall be considered available capacity for a proposed project and factored into the concurrency analysis. Any relevant programmed improvements in years 4 or 5 of the 5-year schedule of improvements shall not be considered available capacity for a proposed project unless funding for the improvement is assured through School Board agreement to accelerate the proposed project, or through proportionate fair share mitigation, or some other means of assuring adequate capacity will be available within 3 years. The School Board may choose to use relocatable classrooms to provide temporary capacity while funded schools or school expansions are being constructed.

Policy PSFE-2.4.6: Determination of insufficient capacity

In the event that the School Board finds that there is not sufficient capacity in the affected concurrency service area(s) to address the impacts of a proposed development, the following standards shall apply:

• The project must provide capacity enhancement sufficient to meet its impacts through proportionate share mitigation; or

- Approval of the site plan or final plat (or functional equivalent) must be delayed to a date when the capacity enhancement necessary to maintain level of service can be assured; or
- A condition of approval of the site plan or final plat (or functional equivalent) shall be that the project's development order and/or building permits shall be delayed to a date when the capacity enhancement necessary to maintain level of service can be assured.

Policy PSFE-2.4.7: Availability standard

Where capacity will not be available to serve students generated by a residential development the City shall use the lack of school capacity as a basis for denial of petitions for final pats, site plans or functional equivalents. However, the City shall not deny a petition for a final plat, site plan, or functional equivalent due to a failure to achieve and maintain the adopted level of service for public school capacity where:

Adequate school facilities will be in place or under actual construction within three years after the issuance of the final plat or site plan or functional equivalent;

Adequate school facilities are available in an adjacent concurrency service area and the impacts of development can be shifted to that area; or,

The developer executes a legally binding commitment with the School Board to provide mitigation proportionate to the demand for public school facilities to be created by the actual development of the property subject to the final plat or site plan (or functional equivalent) as provided in the Interlocal Agreement.

Objective PSFE-2.5: Proportionate share mitigation

The City shall coordinate with the School Board to provide proportionate share mitigation alternatives that are financially feasible and will achieve and maintain the adopted level of service standard consistent with the School Board's adopted financially feasible 5-Year Facilities Work Program.

Policy PSFE-2.5:1: Acceptable mitigation

The School Board may allow mitigation for developments that would otherwise cause the LOS standards to be exceeded. Mitigation options shall include the following:

Contribution of, or payment for, acquisition of new or expanded school sites;

Construction or expansion of permanent school facilities;

Mitigation banking, the creation of mitigation banking based on the construction of a public school facility in exchange for the right to sell excess capacity credits within the same concurrency service area; and

Charter schools, provided they are constructed to State Requirements for Educational Facilities (SREF) standards, so that it can be relied on the over the longer term as public school capacity, designed to whatever minimum size and specifications established by the School Board to ensure that if the School Board is required, it can efficiently operate the school.

# Policy PSFE-2.5:2: CIP and proposed mitigation

Proposed mitigation must be directed toward a permanent capacity improvement identified in the School Board's financially feasible 5-Year Work Plan. However, the School Board may accept mitigation in the form of an improvement not identified on the 5-year Work Plan and commit to add the needed improvement to the 5-year Work Plan. The School Board must find that any proposed mitigation will satisfy the demands created by the proposed development consistent with the adopted level of service standards, and the mitigation shall be assured by a legally binding development agreement between the School Board, the City, and the applicant executed prior to the issuance of the final plat, site plan or functional equivalent.

Policy PSFE-2.5:3: Shifting impacts

Mitigation shall not be required when the adopted level of service cannot be met in a specific concurrency service area if the needed capacity for the development is available in one or more contiguous concurrency service areas and the impacts of the development can be shifted to a contiguous concurrency service area. Where more than one concurrency service area is available to accommodate student impacts, the School Board shall evaluate how the impacts of a development shall be shifted. Measures to maximize capacity, including modifications to concurrency service areas in lieu of shifting development impacts, can be considered.

Policy PSFE-2.5:4: Relocatable Classrooms

Relocatable classrooms will not be accepted as mitigation.

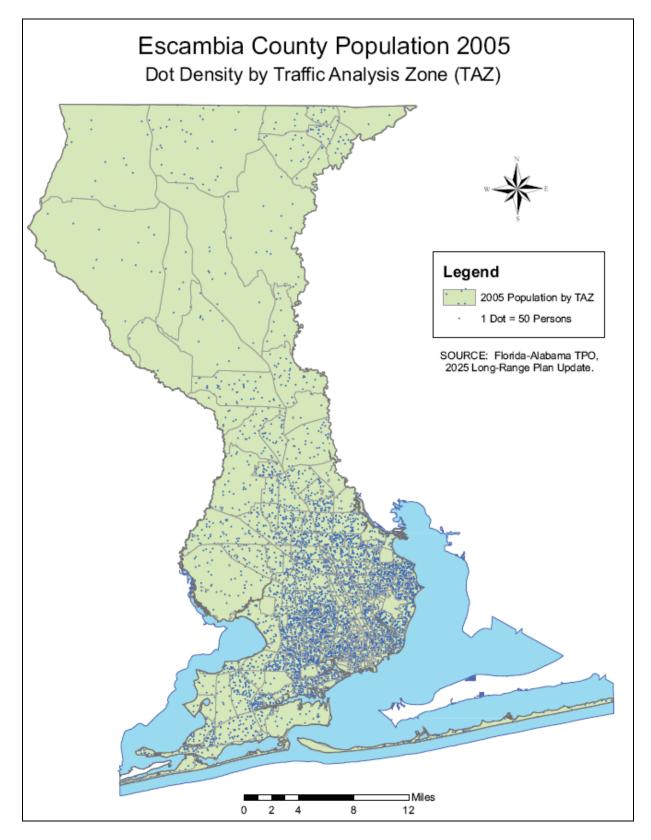
Policy PSFE-2.5:5: Calculation proportionate share mitigation

The applicant's total proportionate-share mitigation obligation to resolve a capacity deficiency shall be based on the following formula, for each school level: multiply the number of new student stations required to serve the new development by the average cost per student station and, if needed, add the additional cost of a core facility to accommodate the additional student stations.

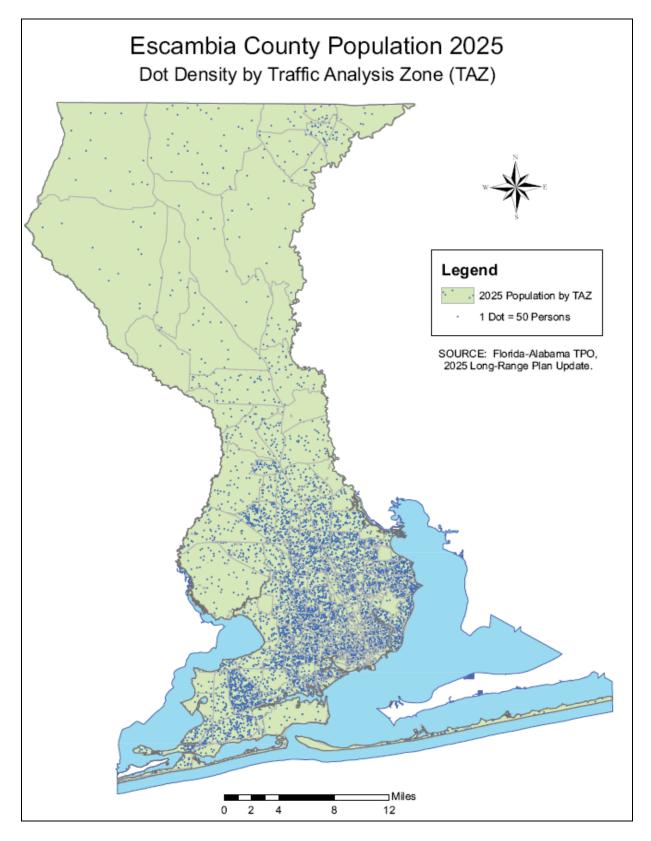
The average cost per student station shall include school facility development costs and land costs. The applicant's proportionate-share mitigation obligation will be credited toward any other impact fee or exaction imposed by local ordinance for the same need, on a dollar-for-dollar basis, at fair market value.

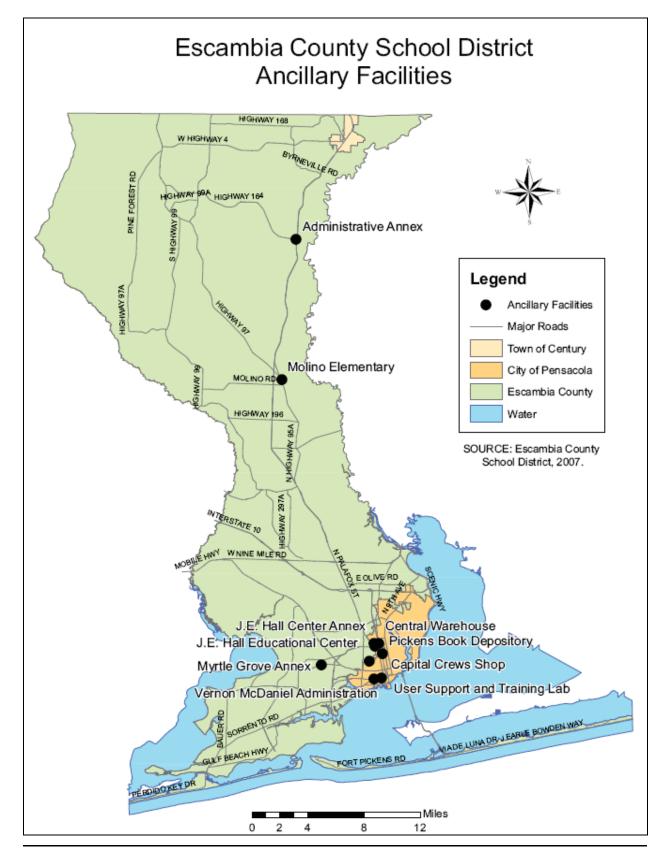
School Facility Maps

Consistent with Section 123.3177(12)(g), Florida Statutes, the Public School Facilities Element shall include future conditions maps showing existing and anticipated schools over the five-year and long-term planning periods. The maps of necessity may be general over the long-term planning period and do not prescribe a land use on a particular parcel of land.

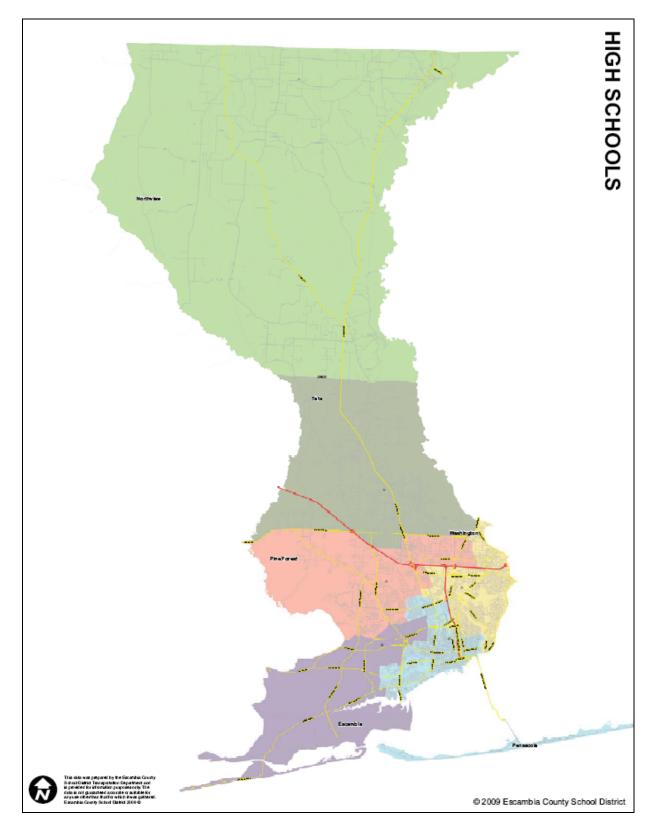


Escambia County Population 2025

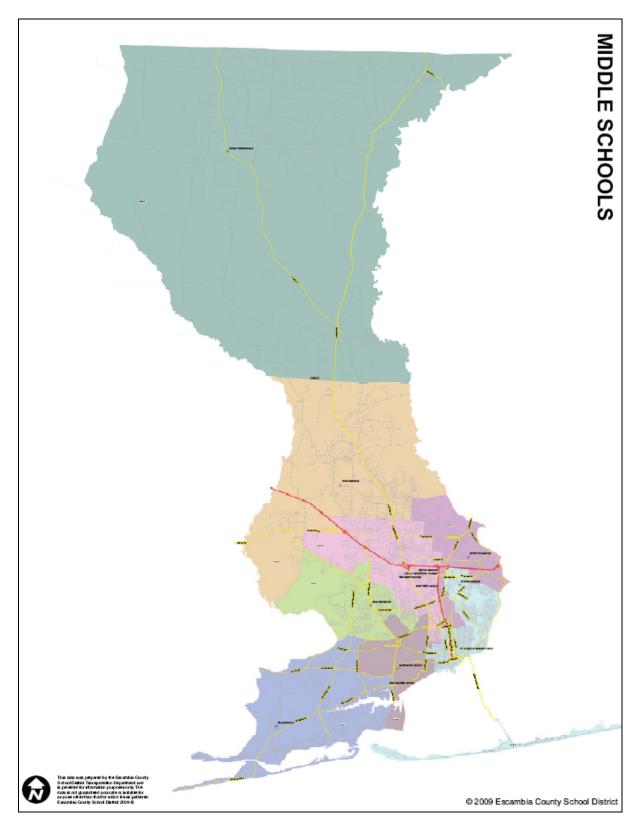




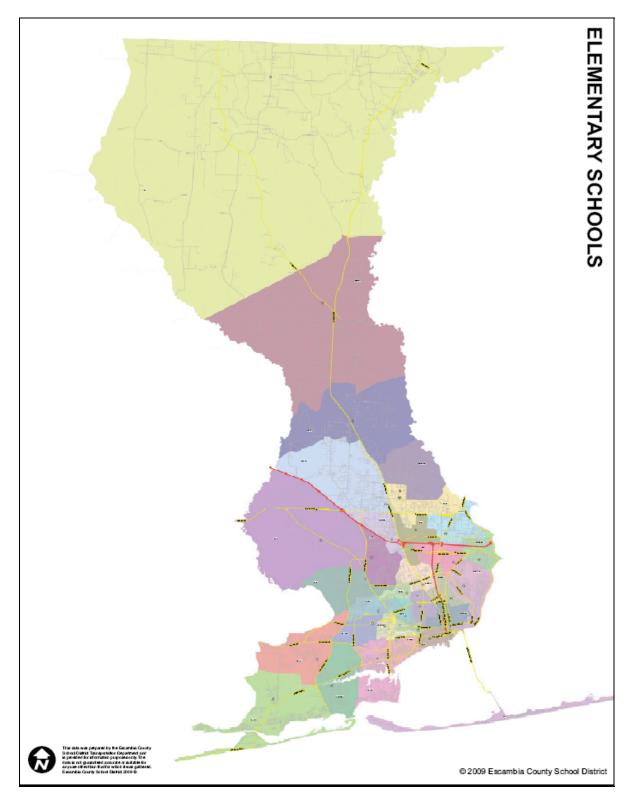
Escambia County School District Ancillary Facilities



Escambia County High School Attendance Zones

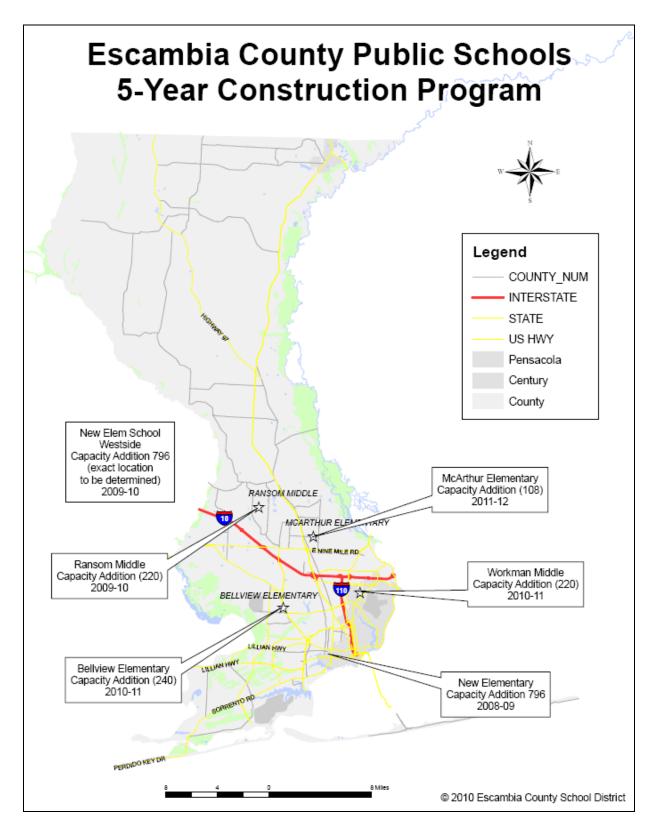


Escambia County Middle School Attendance Zones

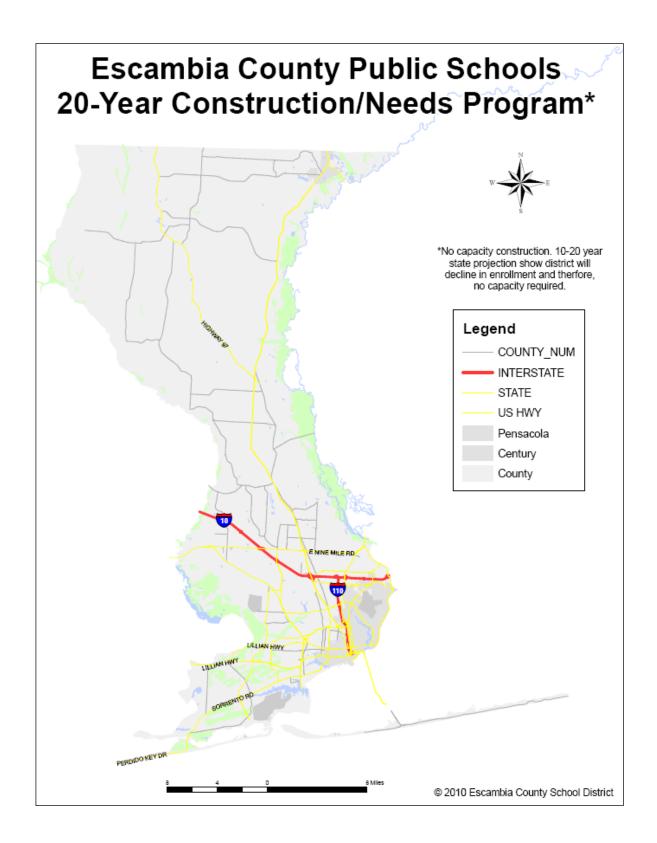


Escambia County Elementary School Attendance Zones

Escambia County Public Schools 5-Year Construction Program



Escambia County Public Schools 20-Year Construction/Needs Program





#### PLANNING SERVICES

## MINUTES OF THE PLANNING BOARD April 9, 2019

MEMBERS PRESENT: Chairman Paul Ritz, Nathan Monk, Kurt Larson, Danny Grundhoefer, Ryan Wiggins

MEMBERS ABSENT: Nina Campbell, Laurie Murphy

STAFF PRESENT: Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner, Sherry Morris, Planning Services Administrator, Gregg Harding, Historic Preservation Planner, Don Kraher, Council Executive, Laurie Byrne, Constituent Services, Derrik Owens, Public Works Director, Brian Cooper, Parks and Recreation Director, Marcie Whitaker, Housing Administrator, Dan Flynn, Airport Director

OTHERS PRESENT: John Hutchinson, Bob Greene, Ron Martin, Rob Pettitt, Lindsey McIntosh

#### AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from March 12, 2019.
- New Business:
  - 1. Conditional Use Permit Approval for 110 W. Strong Street
  - 2. Evaluation and Appraisal Review (EAR) Based Comprehensive Plan Amendments
- 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.

## Approval of Meeting Minutes

Ms. Wiggins made a motion to approve the March 12, 2019 minutes, seconded by Mr. Larson, and it carried unanimously.

## New Business

## Conditional Use Permit Approval for 110 W. Strong Street

J. Nixon Daniel, III, on behalf of Martha's Vineyard, has requested a Conditional Use Permit for a Board and Lodging House for the property located at 110 W. Strong Street. The applicant indicates the purpose of the conditional use request is to provide charitable housing to families whose friends and loved ones are in the local hospitals. This property is currently zoned PR-2, North Hill Preservation Multi-Family, which permits the land use of Bed and Breakfast by right but grants the land use of Boarding and Lodging House as a Conditional Use Permit.

EVERYTHING THAT'S GREAT ABOUT FLORIDA IS BETTER IN PENSACOLA. 222 West Main Street Pensacola, FL 32502 / **T:** 850.435.1670 / **F:** 850.595.1143/www.cityofpensacola.com The applicant is proposing to modify the existing structures to increase the number of units and will no longer qualify as a Bed and Breakfast.

Chairman Ritz stated he had researched the background of Martha's Vineyard and noticed there was a Euclid address also owned by Martha's Vineyard. He became more and more confident in the mission purpose, and personally, it hit close to home with his own family. He felt it had a benefit to the community and advised he would support his kind of approach. Mr. Larson asked what would happen if the property was no longer owned by Martha's Vineyard, and Ms. Deese explained the Conditional Use Permit runs with the land, however, they would have to adhere to the standards provided within the approvals. She stated the idea of a Conditional Use Permit was that it might be a good use within the district with conditions attached to it, and this Board and Council could add to those conditions.

Mr. Hutchinson further explained that Martha's Vineyard provided free accommodations and meals to out-of-town families who were here in town because of a medical crisis, and they currently operate in Pine Glades neighborhood. Marti and Dennis Tackett opened up their home for this purpose after observing the need. He clarified the guests were referred by hospital staff, and they did not take walk-ins. He said they averaged around 100 guests per year, and 40 percent of the guests come by plane, so there are no automobiles so parking would not be an issue. He also advised the visual aspect from the street would not be changed.

Ms. Wiggins was impressed by their board members and their mission and thanked Mr. Hutchinson for providing the service. Mr. Monk asked for the difference with the Ronald McDonald House, and Mr. Hutchinson explained this organization accepted all families, not just those with children. He also indicated their doors were open to gay couples, any religion and any lifestyle; he explained the only counseling performed was upon request. Mr. Grundhoefer recused himself from voting because of his firm's relationship with the ministry. Mr. Larson asked that if Martha's Vineyard ever sold the property to someone who would turn it into a bed and breakfast, this use would be addressed again by the Planning Board. Ms. Deese explained one of the differences in a bed and breakfast and a boarding and lodging house was that the owner was required to stay onsite, and the Board might want to add that language if they felt more comfortable; Mr. Larson accepted that suggestion. Mr. Monk did not want to do something which prohibited the ministry from expanding.

Mr. Robertson, the present owner, stated they had managed Noble Manor for 14 years. They had been concerned that in North Hill you could only have four rooms, and you must also live onsite. He confirmed they were not an Air BNB and had no previous issues with neighbors. He stressed this request was a good fit for the community.

Mr. Larson made a motion to approve with a condition that if Martha's Vineyard ever sold the property, this would be addressed again by the Planning Board. The motion was seconded by Mr. Monk. Ms. McIntosh, who lives next door, agreed with the mission, but had concerns with selling her property and the fact that her husband was a physician and wanted to stay under the radar. She also was concerned with runoff from the concrete since her property is downhill from the site. She pointed out a massive add-on and a concrete yard, and if the owners waited, they could possibly find the right buyer for the home. She suggested property on Cervantes for the more industrial buyer suited the needs for a home like this.

Chairman Ritz explained that on the runoff issue, the neighbors would have recourse since the City would not allow them to dump their stormwater onto other properties. As far as price drops, this Board could not tell the homeowner what to sell the property at. However, the Board does take into consideration the neighbors, the property owners themselves, and the ideas of where the City should move forward. Regardless of the Board vote, this item would go before the Council, and concerns could be addressed at that time. Mr. Monk pointed out he had been working with people for the past 15 years helping them to move out from homelessness, and explained anyone who interacts with the public is not guaranteed anonymity unless they are living in a gated community.

He indicated the Waterfront used their Victorian homes as rehab facilities, and when it came time to sell, they sold very quickly at a good price, and did not believe this project would do any damage to the aesthetics of the neighborhood. **The motion then carried unanimously.** 

## Evaluation and Appraisal Review (EAR) Based - Comprehensive Plan Amendments

As provided in Florida Statute 163, all local governments within the state of Florida are required to participate in a state coordinated review for an Evaluation and Appraisal Report Based Comprehensive Plan Update. The proposed amendments within this update reflect changes in state requirements and local conditions.

Chairman Ritz had noted the changes in the name of the airport, Master Plan dates and did not find anything offensive or egregious to the betterment of the City. Ms. Deese confirmed that with the Board's approval, the amendment would proceed to Council, the State and then back to Council. Mr. Monk also did not see anything out of the ordinary. Mr. Grundhoefer asked where the document originated, and Ms. Deese advised it came from Planning Services as a requirement of the State for every five to seven years; the amendment was due to the State by November 2019. She also indicated that the document would be reviewed by the Department of Economic Opportunity, but it was not a means to measure success or to be reprimanded for not reaching goals.

Ms. Whitaker addressed housing assessments being performed somewhat annually, but changed the language to periodic to be broad and give them that leeway for obtaining grants; she indicated some of the language had been relocated in the document for a better placement. She further explained the incentives as homebuyer incentives, City-owned lot discounts for new construction, and also went with broad definitions so different strategies could be included.

Mr. Cooper explained the recreation open space and providing one pool per 25k residents and stated we meet most of the national standards. He indicated we were deficient in rectangular fields, but we were trying to build three at Hitzman Park with the possibility of three more in the future. Regarding conservation easements, he advised at this point, the city has 93 parks, and acquiring new land for a new park would be nearly impossible. Ms. Deese explained that any areas with conservation zoning were already addressed in the LDC. Mr. Grundhoefer then addressed co-sponsoring activities language being removed, and Mr. Cooper stated the language was specific, and advise they did not co-sponsor baseball or softball since those were sponsored by other organizations who just use our facilities.

Mr. Grundhoefer also asked why the Mayor was not included in the internal review for Capital Improvements. Mr. Owens explained that capital projects could be multiple departments across the city, but agreed the Mayor should be on the list. Most of the revisions in this section involved changes in personnel and titles.

Mr. Grundhoefer felt the document was good for Pensacola and made a motion to approve the amended document and recommend it to Council, seconded by Mr. Larson, and the motion carried unanimously.

<u>Open Forum</u> – Ms. Wiggins addressed saving some of the buildings downtown from demolition. She explained she was in a renovation process, and it was almost as expensive to remodel as to build new; with no incentive to remodel, we were losing the charm of the older structures. Chairman Ritz explained his own home in East Hill was almost 100 years old, and there were some things he could not update at all because of the cost.

He asked if incentives were something the Board could accomplish, and Ms. Deese advised that was outside of the scope in recommending proposed changes in the LDC, however, an overlay in a historic community such as East Hill would be more in line with what the Board could recommend to Council. Mr. Monk pointed out there should be some type of incentive. He also suggested looking at the barriers that were placed on people. He pointed out everyone gets upset about regulating paint color, but when they try to upgrade their electrical, it really gets invasive. Ms. Wiggins explained everyone looked at the overlay as a "stick" and she was opting for a "carrot." Ms. Deese advised the Board members to speak to the Mayor as residents to see if there was any interest. Mr. Grundhoefer explained he did not dislike density, but some of the projects were not done nicely. If East Hill had some regulations, it might stop some of the property selling with one house demolished in order to build four houses. Chairman Ritz pointed out there were some instances where the primary structure was torn down, leaving the garage apartment which was now the primary structure. He explained the Board needed to be careful with what time period they chose, since in some years, there was more density while in others just farmland. Ms. Wiggins restated she was coming from the point of incentivizing people to do what would be better and not enforcing codes. Chairman Ritz offered there was nothing they could do about the Florida Building Code, but an overlay would be the purview of this Board.

Ms. Deese explained there were two different ordinances being considered by Council. The one which passed second reading involved the notification in protecting the health of citizens so that the contractor has the burden to notify property owners within a certain distance if they were going to demolish certain structures. The demolition ordinance recommended by this Board had not yet been reviewed by Legal, but could possibly be scheduled in May of this year. She also advised the CRA overlay was being reconsidered on May 16 at Council.

Adjournment – With no further business, Chairman Ritz adjourned the meeting at 2:58 pm.

Respectfully Submitted,

Brandi C. Deese Secretary to the Board

PENSACOLA THE UPSIDE of FLORIDA

PLANNING SERVICES

## MINUTES OF THE PLANNING BOARD July 9, 2019

MEMBERS PRESENT:Chairman Paul Ritz, Kurt Larson, Nathan Monk, Danny Grundhoefer, Laurie MurphyMEMBERS ABSENT:Ryan Wiggins, Nina Campbell

STAFF PRESENT:Leslie Statler, Planner, Greg Harding, Historic Preservation Planner,<br/>Heather Lindsay, Assistant City Attorney, Jonathan Bilby, Building Official

OTHERS PRESENT: Councilwoman Sherri Myers, Diane Mack, Sarah O'Neill, John Connell, Dottie Dubuisson, Renee Foret, Sam Lundy, John & Jonathan Connell, Steve Geci, Barbara Mayall, Michael Carro, Don Redhead, Tia Queyquep, Ann Hill, Ron Helms, Justin Beck

## AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from May 14, 2019.
- New Business:
  - 1. Preliminary Plat Review "Whispering Creek" subdivision
  - 2. Rezoning Request 3200 BLK Seville Drive
  - 3. Amendment to Conditional Use Permit 501 S. Palafox Street (Al Fresco)
  - 4. Aesthetic Review 501 S. Palafox Street (Al Fresco)
  - 5. Review of Gateway Review Board
  - 6. LDC Amendment Ice Machines
  - 7. Comprehensive Plan Amendment Density Transfer
- 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.

## **Approval of Meeting Minutes**

Ms. Murphy made a motion to approve the May 14, 2019 minutes, seconded by Mr. Larson, and it carried unanimously.

## New Business

## Preliminary Plat Review – "Whispering Creek" subdivision

Chairman Ritz reviewed some of the comments received regarding this project and asked Mr. Geci to address the Board. Mr. Geci advised there were no real issues with the corrections to be made. In the previous phase of the subdivision, they constructed a stormwater pond which would also handle new

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property, and there would be no new stormwater pond added. Water and sewer are available. Deeded access is being provided through the Target shopping center. He has some questions to staff regarding the comments asking for everything to be on one sheet. He also stated there will be two parking spaces per lot, and in most cases three or four.

Ms. Murphy stated she was an active member of the restoration crew for Carpenters Creek located behind the property and noted this plat was heavily forested, and she had several concerns since this property would empty into Carpenters Creek. She asked if they planned to raise the property up since at one point there was a 10' grade difference. She pointed out the stormwater pond for the Whispers subdivision had not worked well and asked how the runoff would be handled for the new development after clearcutting all the trees. Mr. Geci stated there was a tremendous slope from north to south, so they would cut one end and fill the other with retaining walls at each end to grade it out, and it would be difficult to save any trees. Once the site was developed with the inlets and pipes to control it all, there wouldn't be any flow down the bank. He explained currently there was sheet flow into the pond which had caused problems over time. Ms. Murphy pointed out the water did not flow toward the stormwater pond; Mr. Geci advised none of the water would flow onto the adjacent property.

Chairman Ritz clarified that the agenda item was the preliminary plat review which normally did not cover sheet flow, and Mr. Geci's answers were acceptable at this point since the Board had certain criteria for preliminary plat review. While important for the City of Pensacola, in the rules for preliminary review, it might not be an item on which you could accept or reject the plat. Mr. Geci advised they would address all the details with construction plans reviewed by the City and water management district. Ms. Murphy pointed out there were no Conifer trees listed on the tree list; Chairman Ritz explained the City had a list of protected trees, and the trees not listed were not protected. Mr. Geci advised the tree survey was prepared in accordance with the City ordinance, and they would comply with it.

Mr. Monk advised his concern with preliminary reviews involved a lot of steps he would want to know had been taken before any review. Once something was stamped and approved, it became very difficult to stop it down the line. He pointed out there was probably someone living on the property, there were runoff issues, tree issues and community issues. Whenever he was told the issues would be handled down the line, sometimes they never were, and there should be a fix to this portion of the process. Chairman Ritz explained that someone living on the property was a legal issue and not a part of the Board's decision making process. Mr. Geci pointed out this was a preliminary plat and discussed the steps up to the preliminary plat. Beyond this stage, there were construction plans, permits from the City and the utility authority; this stage was not designed to address all the details. Mr. Monk felt the Board had the obligation to ask these questions. Chairman Ritz explained that they needed to balance the questions they asked with what was required by the agenda item as a preliminary plat. Mr. Grundhoefer asked about the development, and Mr. Geci stated it was single-family detached. Ms. Murphy asked how long it would take to develop the 20 homes, and Mr. Connell advised they would begin immediately with construction as soon as the roads were finished. He explained the reason for not going through the Whispers was because they left a parcel which connected to this property which was intended to have an extension of the Whispers in the next phase; through the course of engineering and legalities, that parcel was thrown into the homeowners' association instead of being retained by the developer as owners. He also stated there were two holding ponds in the Whispers, and those holding ponds were to be maintained by the City. He explained no water would flow into the Target parking lot or the existing Whispers location. The new phase would be compatible to the Whispers subdivision. He also pointed out the homeless situation is all over the City of Pensacola and not just in this area. He clarified that they would adhere to any City ordinance or requirement concerning this project.

Ms. O'Neill wanted to know how many protected trees were being removed; she was also concerned with the homeless and the wildlife in this location. She was also concerned that the project was being pushed

through quickly. Chairman Ritz explained according to the LDC, private property owners can clear cut trees by right, and protected trees have been allowed to be removed from residential property. He emphasized the Board was trying to stay with the agenda item, and discussions brought forth deal with other legislative issues which might be addressed by the City Council in a different forum. He clarified the preliminary plat deals with a proper drawing showing the delineation of the properties, roadways, setbacks and other particular features.

Ms. Mack asked if the number of parcels was included in the preliminary plat and was this the maximum of parcels allowed. Ms. Statler advised this was not the maximum the developer could build since this parcel was zoned C-2 with a very dense allowance. Chairman Ritz explained that cumulative zoning means we are allowed to use this zoning and other zoning designations below it such as C-1, and the R designations to determine what can be built there. Ms. Mack suggested since the developer had already seen the value of having fewer lots in the allowed area, given the current real estate market, there was an opportunity to have fewer lots, noting how much retaining trees adds to the value of each parcel and each developed single family home. Regarding climate change, the most effective thing we could do and the least expensive way would be to re-forest the planet.

Mr. Grundhoefer asked if there was another option rather than building retaining walls as a possibility for not building up a site and clear cutting. Mr. Geci stated they had looked at condominiums but decided on the less dense subdivision. Because of the slope of the site, to have building pads that were level, they were limited; they were cutting the north end and filling the south end and then leveling it out.

Ms. Dubuisson cautioned the Board, the developer and the City to stop and look at the ripple effect of every change that this particular development would cause. She pointed out our Mayor emphasized neighborhoods, and the neighbors have made known they do not wish for this activity at the current rate currently being discussed. She explained everything she was hearing was about reversing the natural order and trying to countermand the normal drainage of the property. It was noted the City had acquired responsibility for a privately developed stormwater pond serving the first development. She did not know how they could have anticipated the second development would be covered if they did not even know how many buildings were going in the new development. She suggested the Board table the item until all the questions raised by staff and the public could be addressed. She advised when the Board could slow the process down to answer any questions, she encouraged them to do so.

Councilwoman Meyers addressed the Board with a great concern for this project, and that the existing stormwater pond was the worst she had seen in the City of Pensacola. She explained the erosion was not coming from the land the developer wanted to clear cut but coming straight down the street through the Whispers and eroding it to the point you cannot drive into the pond to maintain it. She stated she had many conversations with Derrik Owens about the maintenance of the pond, and the pond was not sufficient for the Whispers and definitely would not be adequate for any additional impervious surfacing. She pointed out the City had spent a lot of resources trying to rehabilitate this pond. She stated Carpenters Creek was not a whispering creek but has been viewed as a conveyer of stormwater and was not designed for that much stormwater from impervious surfacing. She observed there was tremendous bank erosion along that creek because it was not designed to take on all that water from impervious surfaces. The new development would contribute to not only the demise of the stormwater pond, but would put more water into the creek, resulting in more erosion. She suggested using more pervious surfacing so the water would not enter the stormwater pond. She urged the Board not to approve the item until it had all the facts.

Mr. Monk made a motion to table the item, seconded by Ms. Murphy. Mr. Grundhoefer suggested the motion include information on what the Board was looking for. He also thought the Board needed more comfort that the stormwater system and the pond could take this development, and if not, return with a less impervious development and keeping the more natural terrain, something the Board could see was a positive statement. Mr. Monk and Ms. Murphy accepted this amendment. Chairman Ritz clarified the

added information of addressing stormwater during the tabling time. Mr. Monk also understood the motion to include lot size and the possibility of reducing the effect on the environment; Ms. Murphy added green stormwater structure with bio swales and other options available to give the Board more information and more items to look at to make a better decision. Mr. Monk agreed, and the motion carried unanimously.

## **Rezoning Request – 3200 BLK Seville Drive**

Ms. Statler explained the zoning change would not change the uses permitted, but would simply change the minimum lot size and the front and rear setbacks which would be consistent with the properties to the north.

Mr. Beck presented to the Board and advised the current zoning prevented them from building anything on the property, and it was the only parcel on Bayou Texar with that zoning. He stated they had no intention of selling this lot at this time, and the rezoning would allow them to place a pool house on it. Mr. Larson made a motion to approve as presented, seconded by Mr. Monk, and it carried unanimously.

## Amendment to Conditional Use Permit – 501 S. Palafox Street (Al Fresco)

Mr. Sallis presented to the Board and stated he was addressing the ordinance and as a developer and wanted to go through the proper procedures. Mr. Carro had met with the Mayor to talk about the retail for this project which was not currently in the ordinance. Mr. Sallis explained they wanted the Board's support for retail in this development and to obtain approval of the aesthetics. He explained the developer was working with them to create a cover for the airstreams to shelter them from weather events so they could have successful businesses year round. He stated the idea was to have an old building which looked like Al Fresco was added later; he hoped the current rendering had the bones of a warehouse which housed the outdoor retail market. He stated Mr. Bilby informed him there still might be issues because of the flood design manuals for the City. He confirmed the property was clearly in a flood zone, and to build, they would have to comply with flood management. They would need to completely elevate the site and build it up to around 4.5' with a 40' ramp and steps, which was a cost not worth pursuing. The other method was to use FEMA standards for flood proof construction - a wall around the development to withhold water for several hours - which was not a sensible effort in construction. He explained they wanted to leave the airstreams as they are; the documents provided illustrated mobile restaurant units made from shipping containers, but they were no longer going to pursue that. They preferred to leave the airstreams where they were, moving one of the airstreams to allow an open flow underneath the proposed covering. They would be anchored in the same method of a mobile home, but this was no longer acceptable according to Mr. Bilby. He asked that they be allowed to keep the airstreams as they are but move one of them and anchor it in the similar method the others have been in the past and construct the overhead structure.

Chairman Ritz stated in the intervening years of the original airstream decision, he had heard both pros and cons especially as it related to what is considered a prominent corner in Pensacola. He explained the bank across the street had to build up because of the flood zone. He personally had received more negative comments than positive on the airstreams. He did like the current aesthetic presentation because it fit in the "building that has been there" mentality. He referred to the conditional use permit issue and the aesthetic review as being two separate agenda items.

Mr. Grundhoefer confirmed moving the one airstream was the main issue. Mr. Sallis explained the Board was first tasked to allow retail as a part of the ordinance and discussed the methods of anchoring; they were hoping to use the helical design for the mobile units. Mr. Grundhoefer appreciated the new design and stated he would support it and thought retail was appropriate in this situation. Mr. Bilby explained the flood ordinance gave two conditions in new construction to either to elevate 3' or to anchor to resist flood loads and to flood proof. He was not sure why the existing airstreams were allowed the way there were, but the

existing ordinance would not allow them to be placed in that manner. Recreational vehicles are covered but only up to 180 days before they must be removed. He loved this concept and explained the helical anchors were fine but they would need to flood proof up to that 3' elevation above base flood elevation along with the anchor. They could flood proof each individual shipping container, anchor them, and the development would go through with no problem. He clarified the basic flood regulations were out of the National Flood Insurance Program adopted by Pensacola. Mr. Monk felt Al Fresco helped to develop downtown to what it currently is and wanted to find a way to be safe and to find an answer.

Chairman Ritz advised with the conditional use, he did not have a problem with retail, and this project brings life and a higher people count through more hours of the day. Ms. Statler explained this conditional use had changed today, and staff had just been made aware of it at the same time the Board was made aware. In discussions with Legal and the Planning Director, it was not something that could be voted on today. She advised the site plan had changed, and basically the conditional use packet that would move forward was not what was in front of the Board. Mr. Sallis voiced his frustration since there is now not a change to the site plan. Chairman Ritz clarified that the current packet was not advertised and the site plan would be different from the one the citizens of Pensacola had seen. Mr. Grundhoefer felt the conditional use didn't have to do with the way the site was configured. Ms. Statler further explained the conditional use itself is site specific and deals with the orientation of the structures on the site, and the aesthetics would be considered under Item 4. Mr. Monk asked if the Board could not approve the language of the containers themselves but the option for retail, and Ms. Statler stated that was acceptable. Chairman Ritz pointed out with other business owners having high stakes in the game, public notice needed to be considered. Mr. Sallis stated their May submittal was not in time for the Board's consideration and was then delayed, and they missed June because of the proper advertising. Mr. Carro stated they did not miss June, and the Board had expected to see them in June; the City did not perform the proper notification, even as they were making the changes the Board requested. Mr. Sallis explained the flood comments were received in the last week regarding the current submittal and was the reason for the changes to keep what they currently have and cover it.

Ms. Statler clarified the application deadline for conditional use is 30 days and not 21; when this project was initially submitted for May, staff did not have a full, complete packet 30 days prior to the meeting. Staff agreed to let it come forward as a discussion item. This item was submitted in a timely manner with the conditional use application with all specifications and met the deadline for this meeting. The procedures for a conditional use are different and based on a development plan submitted with the application. The reason the Board could not vote on this was because the development plan submitted with the application had changed; it doesn't matter if it was a minor or a major change. Relative to the flood proofing, there was a Development Review meeting attended by Mr. Carro where that requirement was fully discussed several months ago.

Chairman Ritz pointed out he had no problem with retail, but the language in the conditional use application had changed and was in line with the advice of Legal and staff. He was hesitant to tell one applicant they have to provide above and beyond for their one item and then with a little bit more of a cavalier attitude allow a change that someone may complain to City Council that they didn't see. Ms. Statler advised the Board should postpone to a date certain and staff would expect revisions to present to the Board in August. She stated the 30-day deadline would be this Friday, with the actual Planning Board deadline on July 23 for the August 13 meeting. Mr. Sallis stated they would submit plans by this Friday showing the existing airstreams remaining, with the anchoring details worked out with Mr. Bilby for the building code requirements. Ms. Statler advised the Board could proceed with the review of the aesthetic and provide comments on design to allow them to move forward. Chairman Ritz offered the Board should table until the August meeting.

Mr. Larson made a motion to table Item 3, seconded by Ms. Murphy, and it carried unanimously.

#### Aesthetic Review – 501 S. Palafox Street (Al Fresco)

Mr. Sallis appreciated the support of the Board and appreciated staff working with them on the very specific and detailed conditional use ordinance, and the current design was intentional to create the plaza called for in the ordinance. Mr. Carro stated he had four to six tenants who are affected by the weather. Since he cannot charge additional rent, he could prevent turnover in giving them more hours and more days in which to operate. He was also more pleased with the wood design.

Ms. Mack stated the most charming feature of Al Fresco is that it is open air and open light. She would like to see the light coming through perhaps through a green roof. Mr. Carro did not disagree; however, the entrance would be open air with four palm trees, and at least three sides would be open air with natural light. Mr. Sallis stated there were two cupolas on the roof to allow for good airflow and light which were designed to create interest in the structure. Chairman Ritz agreed this was a better approach for the roof, and Mr. Monk also liked the design which gives reprieve in the hot and cold temperatures. Adding the retail was important since he felt it would become a hub of activity. Ms. Murphy understood the importance of tenant turnover and thought the design was a great idea to help retain the businesses there. Mr. Larson stated it reminded him of the old warehouse district and appreciated the conditional use, and Ms. Statler explained it would not. Mr. Grundhoefer made a motion to approve the aesthetic design, seconded by Mr. Larson, and it carried unanimously.

#### Review of Gateway Review Board (to eliminate the Gateway Review Board)

Chairman Ritz explained if approved, this would place slightly more work on the Planning Board for items in the Gateway Review Board purview. Ms. Statler explained signage is now handled through an abbreviated review process and would not be reviewed by the Board unless the chairman determined it should be. Mr. Grundhoefer asked why this Board and not the ARB. Ms. Statler clarified that ARB covers the historic areas, and Planning Board does have purview over aesthetics. The Gateway Redevelopment District is under the same section as the Waterfront Redevelopment District, which is under the Planning Board purview. Mr. Larson stated with the new bridge and waterfront development, there would be some changes which will demand review. Mr. Larson made a motion to approve because its well within the scope of what the City has asked us to do, seconded by Mr. Monk, and it carried unanimously.

#### LDC Amendment – Ice Machines

Chairman Ritz advised the issue was with the aesthetics and appearance of the vending machines. Ms. Dubuisson pointed out this was not only a vending machine issue but a traffic-originating and noise issue and has an impact on everything around it not only in aesthetics but in an access point of view – not just how it looks but how it functions. Mr. Grundhoefer clarified what they are tasked with is not whether you can put these ugly boxes in a parking lot; it has to do with can we change it to make it uglier. Mr. Monk agreed this was a bad idea, and the few he did see around town were unattractive and problematic in a lot of ways and did not see any reason to vote for this. Ms. Murphy noted the request was included screening rooftop mechanical equipment with lattice and allowing advertising on the sides. Mr. Grundhoefer asked who sponsored the item, and Ms. Statler stated it was a request presented to the Mayor's office. Mr. Larson made a motion to deny, seconded by Mr. Monk, and it carried unanimously.

#### **Comprehensive Plan Amendment – Density Transfer**

Ms. Statler advised that like density bonuses, density transfers will be required to be approved by the Planning Board and not at a staff level. The review process was not as technical as for the platting process where you have a staff review with comments issued. Chairman Ritz offered that the language presented

was far less restrictive than with some items with a checklist. Ms. Statler explained if this was approved for the Comprehensive Plan, they would come back and draft the conditions and procedures to obtain the transfer. Ms. Murphy asked how long the units stayed affordable. Chairman Ritz advised with the language not written, that was to be determined. Mr. Monk stated most affordable housing was done through granting, and almost all of them have a 30-year retention period; if it was set at 20 or 30 years, it would meet the national standard. Chairman Ritz pointed out there are legal requirements if a developer chooses to go affordable, depending on which funding sources are followed. If we, as the Board, believe the City should develop rules and regulations for density transfers, we would vote they should; the language would then be crafted and approved. If the Board did not think the City should pursue density transfers, the language would not be developed. Ms. Murphy had a problem with gentrification of neighborhoods. Ms. Statler explained this was step one to get this into the Comprehensive Plan in order to move forward. Step two would be to return to the Board to get the language into the LDC; staff would draft the language, and the Board would make modifications. Chairman Ritz stated the Board had conducted workshops outside of the Board's meetings to work on the specific language. Ms. Murphy agreed public input would be beneficial. Chairman Ritz explained the language could be drafted, but it was controlled by the Florida legislature. Ms. Murphy asked if the City received financial incentives for these bonuses or transfers, and Chairman Ritz advised that would be illegal. Ms. Murphy wanted to know what the incentive was, and Ms. Statler stated there had been some discussions in general regarding the fact that if someone had common ownership of a property, they could transfer density from one lot they were not going to develop to a maximum density onto to their other lot which would have more density. Other municipalities have both bonuses and density transfers, but Pensacola does not. She pointed out we deal with developers who come in and have a vision of what they want to do, and sometimes the zoning district does not allow for the density they need, so something like this could help those developers in that they would not have to go through a rezoning which might be contentious. She clarified they were not changing the land use but allowing for more density with the understanding there was a tradeoff. The language has been drafted as and/or - redevelopment and/or affordable housing. She explained there might be an environmental issue where the property is deemed wasteland, but they have density, and another piece of property might be suitable for more development with something with more density. Ms. Murphy made a motion to approve, seconded by Mr. Grundhoefer. and it carried unanimously.

<u>Open Forum</u> – Ms. Dubuisson thanked the Board for their service and encouraged them to be conscious of every step taken to move something farther and the end game; the good reasoning the Board had may not be present in the later steps.

Mr. Monk advised he had rescinded his application to serve on the Board because of time restraints. He would not be able to attend at the rate necessary. He felt the Board had accomplished a lot and he had enjoyed the process; however, this was the right decision for him. The Board appreciated his service and wished him well.

The Board then commended Ms. Statler on her assistance in the meeting. It was noted Ms. Campbell had resigned, and the Board would need another Planning Board member sitting on the ARB.

Adjournment – With no further business, Chairman Ritz adjourned the meeting at 4:19 pm.

Respectfully Submitted,

Leslie Statler Secretary to the Board



Memorandum

File #: 35-20

**City Council** 

7/16/2020

# LEGISLATIVE ACTION ITEM

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

SUBJECT:

PROPOSED ORDINANCE NO. 35-20 - ADOPTING AMENDMENTS TO THE COMPREHENSIVE PLAN AND ADOPTING THE CURRENT FUTURE LAND USE MAP

# **RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 35-20 on first reading.

AN ORDINANCE ADOPTING AMENDMENTS TO THE COMPREHENSIVE PLAN AND ADOPTING THE CURRENT FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

## SUMMARY:

As provided in Florida Statutes Chapter 163, Section 1391, Florida Statutes, the City of Pensacola previously transmitted to the Florida Department of Economic Opportunity (DEO) proposed Evaluation and Appraisal-based amendments to the City's Comprehensive Plan for review and comment.

All local governments within the state of Florida are required to participate in a state coordinated review for a Comprehensive Plan Update. The proposed amendments within this update reflect changes in state requirements and local conditions. Attached, you will find all changes submitted by the various subject matter experts in strike-through and underline format.

DEO identified two objections, one related to Peril of Flood, and one related to the Future Land Use Element, and provided recommendations as to how to address them. As a result, revisions were made to the Future Land Use Element language establishing the ability for the City to allow density transfers. Based on DEO's review and recommendation, additional language was included that will serve to create "meaningful and predictable standards" for the content of future land development regulations pertaining to density transfers.

An additional amendment will be brought forward creating goals, objectives and policies pertaining to "Peril of Flood," which will address an additional DEO recommendation and achieve compliance with Section 163.3178(2)(f), Florida Statutes, adopted in 2015. Staff is currently coordinating the

development of the proposed language through a FDEP Resiliency Grant.

This Public Hearing is to consider adopting the proposed Comprehensive Plan amendment, asamended per our response to the Department of Economic Opportunity's review.

All applicable City Departments and Divisions have reviewed their relevant Comprehensive Plan areas and made recommended changes as needed. The appropriate staff will be available to answer questions specific to those individual recommendations.

The Planning Board unanimously recommended approval of the proposed amendments at the regular meetings in April and July of 2019.

## **PRIOR ACTION:**

December 16, 2010 - City Council approved Evaluation and Appraisal Report (E.A.R.) - Based Amendments to the Comprehensive Plan and Future Land Use Map

July 21, 2011 - City Council adopted the current Comprehensive Plan and Future Land Use Map

September 26, 2019, and October 10, 2019 - City Council conducted public hearings to approve the transmittal of the proposed amendment package to DEO for review.

### FUNDING:

N/A

### FINANCIAL IMPACT:

None

#### CITY ATTORNEY REVIEW: Yes

6/23/2020

## STAFF CONTACT:

Keith Wilkins, City Administrator Kerrith Fiddler, Deputy City Administrator - Community Development Sherry H. Morris, AICP, Planning Services Director

## ATTACHMENTS:

- 1) Proposed Ordinance No. 35-20
- 2) Exhibit A Proposed Comprehensive Plan
- 3) Exhibit B Current Future Land Use Map
- 4) 2011 Comprehensive Plan for the City of Pensacola
- 5) April 9, 2019 Planning Board Minutes
- 6) July 9, 2019 Planning Board Minutes

# PRESENTATION: No

PROPOSED ORDINANCE NO. <u>35-20</u>

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

AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE ADOPTING AMENDMENTS TO THE COMPREHENSIVE PLAN AND ADOPTING THE CURRENT FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola adopted a Comprehensive Plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the City of Pensacola conducted a public hearing on July 16, 2020 to consider amendments to the Comprehensive Plan and adopt the current Future Land Use Map of the City of Pensacola; and

WHEREAS, said amendment will affirmatively contribute to the health, safety and general welfare of the citizens of the City of Pensacola; and

WHEREAS, the City Council has followed all of the procedures set forth in SS163.3184 and 163.3187, Fla. Stat., and all other applicable provisions of law and local procedures with relation to amendment to Comprehensive Plan and the Future Land Use Map of the Comprehensive Plan; and

WHEREAS, proper public notice was provided and appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following amendment to the Comprehensive Plan and Future Land Use Map of the City of Pensacola; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. The City of Pensacola City Council does hereby adopt these Amendments to the City's Comprehensive Plan and adopts the Current Future Land Use Map, attached here as Exhibit A and Exhibit B respectively and incorporated in full by reference.

SECTION 2. The City Council shall by subsequently adopted ordinance change the zoning classification and zoning map to a permissible zoning classification, as determined by the discretion of the City Council, which is consistent with the future land use classification adopted by this ordinance. Pending the adoption of such a rezoning

ordinance, no development of the subject property shall be permitted which is inconsistent with the future land use classification adopted by this ordinance.

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

SECTION 4. The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

Passed:

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

Attest:

City Clerk Legal in form and valid if enacted:

City Attorney

City of Pensacola

# **COMPREHENSIVE PLAN VOLUME I** Goals, Objectives, and Policies



# Pensacola, Florida Community Development Department

2019

## CITY OF PENSACOLA COMPREHENSIVE PLAN

## VOLUME I GOALS, OBJECTIVES, AND POLICIES

## PENSACOLA, FLORIDA COMMUNITY DEVELOPMENT DEPARTMENT

2019

VOLUME II - DATA AND ANALYSIS TO THE COMPREHENSIVE PLAN SERVES AS SUPPORTING DOCUMENTATION TO THIS SECTION

# CITY OF PENSACOLA COMPREHENSIVE PLAN

# **VOLUME I GOALS, OBJECTIVES, AND POLICIES**

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## **CHAPTER 1**

### **FUTURE LAND USE**

GOAL FLU-1: Maximize the use of land both from an economic standpoint, and from the standpoint of minimizing threats to the health, safety and welfare of residents and to the continued well-being of the natural environment.

Objective FLU-1.1: Specify the desired development pattern through a land use category system that provides for the location, type, density and intensity of development and redevelopment based on natural conditions and dependent on the availability of services as shown on the Future Land Use Map and controlled through the adopted Land Development Code.

Policy FLU-1.1.1: All development orders and building permits for future development and redevelopment activities shall be issued only if public facilities necessary to meet adopted level of service standards are available concurrent with the impacts of the development.

Policy FLU-1.1.2: The City will amend its Land Development Code as needed to remain consistent with the requirements of Chapter 163.3202, Florida Statutes and Chapter 9J-5.022 and 9J-5.023, F.A.C. so that future growth and development will continue to be managed through the preparation, adoption, implementation and enforcement of land development regulations that are consistent with the Comprehensive Plan.

Policy FLU-1.1.3: The Land Development Code will be evaluated during the EAR-based amendment process to identify revisions that are needed to implement the goals, objectives and policies of the Comprehensive Plan. The Land Development Code includes:

- 1. Zoning District Regulations
- 2. Neighborhood Preservation Standards
- 3. Off-Street Parking
- 4. Signage
- 5. Tree/Landscape Regulations
- 6. Subdivisions
- 7. Control of Erosion, Sedimentation and Runoff
- 8. Flood Plain Management
- 9. Airport Zoning

Policy FLU-1.1.4: Each future land use category shall have a set of zoning districts that may be permitted within that future land use category, and zoning that is not consistent with the category shall not be approved. The zoning ordinances shall include a table which sets forth the different zoning districts

which are permitted within each future land use category, and designations which are not consistent with the table shall not be approved.

Policy FLU-1.1.5: Future land use categories, including densities and intensities of use for each category, shall be established as follows:

Conservation District: The Conservation Land Use District is established to preserve open space as necessary for protecting water resources, preserving scenic areas, preserving historic sites, providing parklands and wilderness reserves, conserving endemic vegetation, preventing flood damage and soil erosion. This future land use category shall apply to environmentally sensitive areas identified on the Future Land Use Map and protected from development pursuant to site plan review. The following generalized uses are permitted:

(a) Wildlife and vegetation conservation:

Wildlife refuge, nature trails and related facilities

(b) Recreational facilities:

Passive recreation Bike trails Jogging trails

(c) Other similar and compatible conservation and recreational uses: Boat moorings, fishing piers, drainage areas, etc.

Residential Districts: The Residential Land Use Districts are established for the purpose of providing and preserving areas of predominantly low, medium or high residential development. A variety of residential uses shall be allowed, based on zoning classification, at the following maximum densities:

- \* Low Density Residential 5 or fewer residential dwelling units per acre.
- \* Medium Density Residential 18 or fewer residential dwelling units per acre. Conditional use permits for the following land uses may be approved in the Medium Density Residential Land Use District based on site plan review and public notification procedures: Residential design manufactured homes, bed and breakfast, day care centers and accessory office units subject to intensity standards for the Office and Residential/Neighborhood Commercial Land Use Districts.
- \* High Density Residential 35 or fewer residential dwelling units per acre allowed pursuant to lot coverage, landscape area, parking and recreational area development requirements provided in the adopted Land Development Code. No building shall exceed a height of 150'. This height limitation shall not apply to buildings for which preliminary development plan approval was granted by the City Council on or before December 31, 1994.

Office District: The Office Land Use District is established for the purpose of providing for a mixture of residential and office uses, developed separately or within the same structure. When located in older, developed areas of the City, the district is intended to provide for residential or office infill development at a density, character and scale compatible with the surrounding area. In newer, vacant areas of the City, the district is also intended as a transition area between residential and commercial uses. Residential and office uses are allowed at the following maximum densities and intensities:

- \* Residential density not to exceed 35 dwelling units per acre.
- \* Office the maximum combined area occupied by all principal and accessory buildings on a lot shall be 30% for a one- to four-story building, 25% for a five- to seven-story building and 20% for any building over eight stories. No building shall exceed a height of 100'.

Residential/Neighborhood Commercial District: The Residential/ Neighborhood Commercial Land Use District is established for the purpose of providing for a mixture of residential, professional and certain types of neighborhood convenience-shopping-retail sales and service uses. Residential and office or commercial uses shall be allowed within the same structure. When located in older sections of the community in which by custom and tradition the intermixing of such uses has been found to be necessary and desirable, the districts intended to provide for infill development at a density, character and scale compatible with the surrounding area. When located in newer developing areas where it is necessary and desirable to create a transition zone between a residential and a commercial district, the district is intended to provide for mixed office, commercial and residential development. Residential, office and low-intensity commercial uses are allowed at the following maximum densities and intensities:

- \* Residential density not to exceed 35 dwelling units per acre.
- \* Office and Commercial the maximum combined area occupied by all principal and accessory buildings on a lot shall be 30% for a one- to four-story building, 25% for a five- to seven-story building and 20% for any building over eight stories. No building shall exceed a height of 100'.
- \* Commercial uses shall be restricted to a maximum floor area subject to regulations set forth in the adopted Land Development Code.

Commercial District: The Commercial Land Use District is established for the purpose of providing areas of commercial development ranging from compact shopping areas to limited industrial/high intensity commercial uses. Light industrial uses such as fabrication, assembly and warehousing are permitted.

Conventional residential use is allowed as well as residential uses on upper floors above ground floor commercial or office uses and in other types of mixed-use development. Residential, office and commercial uses are allowed at the following maximum densities and intensities:

- \* Residential density not to exceed 35 dwelling units per acre outside the dense business area and density not to exceed 135 dwelling units per acre in the dense business area.
- \* Office and Commercial in the dense business area the maximum combined area occupied by all principal and accessory buildings shall be 100% of lot size (subject to compliance with parking provisions) up to a height of 100'. Developments of over 100' in height shall be required to reduce the lot coverage by 10%. No building shall exceed a height of 150'.
- \* Office and Commercial outside of the dense business area the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a height of 100'. Developments of over 100' in height shall be required to reduce the lot coverage by 10%. No building shall exceed a height of 150'.

Industrial District: The Industrial Land Use District is established for the purpose of providing areas for industrial development for community and regionally oriented service areas. The district is intended to facilitate the more intense, large-scale manufacturing, warehousing, distribution, wholesaling and other industrial functions of the City and the region. The uses in this district would typically be of a scale and intensity that are more likely to be capable of having an adverse affect (through sound, vibration, odor, etc) on adjacent properties if they are not of a compatible character (i.e. residential, office, and general commercial land uses). Office, commercial and a mixture of light industrial, heavy industrial and industrial park uses are allowed, with maximum building coverage of 75% of lot size up to a maximum height of 100 feet.

Neighborhood District: The Neighborhood Land Use District is established to provide for land uses and aesthetic considerations which are distinctive and unique to neighborhoods defined by specific geographic boundaries on the Future Land Use Map.

A variety of residential, office and commercial uses will be allowed at the following maximum densities or intensities:

- \* Residential density not to exceed 35 dwelling units per acre.
- \* Office and Commercial the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a maximum height of 100'.

Historic and Preservation District: The Historic and Preservation Land Use District is established to preserve the development pattern and distinctive architectural character of these unique areas through the restoration of existing buildings and construction of compatible new buildings. These buildings and historic sites and their period architecture make the district unique and worthy of continuing preservation efforts. 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 districts. The district is an established business area, residential neighborhood and tourist attraction, containing historic sites and museums, a variety of specialty retail shops, restaurants, small offices, and residences.

A variety of residential, office and commercial uses will be allowed at the following maximum densities or intensities:

- \* Residential density not to exceed 35 dwelling units per acre in the Pensacola (Seville) Historic District, the North Hill Preservation District and the Old East Hill Preservation District and density not to exceed 135 dwelling units per acre in the Palafox Historic Business District.
- \* Office and Commercial in the Pensacola (Seville) Historic District, the North Hill Preservation District and the Old East Hill Preservation District - buildings shall not exceed a maximum height of 45'. Lot coverage shall be regulated by use of front, side and rear yard requirements pursuant to regulations in the Land Development Code and based on existing development.
- \* Office and Commercial in the Palafox Historic Business District the maximum combined area occupied by all principal and accessory buildings shall be 100% of lot size (subject to compliance with parking provisions) up to a height of 100'. Developments of over 100' in height shall be required to reduce the lot coverage by 10%. No building shall exceed a height of 150'.

Redevelopment District: The Redevelopment Land Use District is established to promote the orderly redevelopment of the southern gateway to the City and portions of the Pensacola Bay waterfront area in order to enhance visual appearance, preserve unique shoreline vistas, provide public shoreline access, preserve or provide working waterfront activities, improve traffic safety and encourage a high quality of site planning. Site specific analysis of each development proposal within the district is intended to ensure that the scenic orientation and open space image of the shoreline is maintained, that the development characteristics are upgraded and the boundary of the adjacent special districts are positively reinforced.

A variety of residential, office and commercial uses will be allowed at the following densities or intensities:

- \* Residential density not to exceed 100 dwelling units per acre in the Gateway Redevelopment District and 60 dwelling units per acre in the Waterfront Redevelopment District.
- \* Office and Commercial in the Gateway Redevelopment District the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a maximum height of 100'.
- \* Office and Commercial in the Waterfront Redevelopment District the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a maximum height of 60'.

Business District: The Business Land Use District is established to promote the compatible redevelopment of the City's historic downtown waterfront by encouraging high quality site planning and architectural design which is compatible with both the historic character of the existing structures and the waterfront activities.

- \* Residential density not to exceed 108 dwelling units per acre in the South Palafox Business District.
- \* Office and Commercial in the South Palafox Business District the maximum combined area occupied by all principal and accessory buildings shall be 100% of lot size up to a maximum height of 80'.

Airport District: The Airport Land Use District is established to regulate land owned by the Pensacola Regional Airport or immediately adjacent to the airport which is considered sensitive due to its relationship to the runways and its location within noise zones. Land owned by the City allows only open space, recreational or commercial and industrial uses customarily related to airport operations. Low density residential and a variety of office and commercial uses will be allowed on privately owned land, based on the zoning classification and subject to the requirements of Chapter 333 of the Florida Statutes, at the following maximum densities:

- \* Residential density not to exceed 5 dwelling units per acre.
- \* Office and Commercial the maximum combined area occupied by all principal and accessory buildings shall be 50%. No building shall exceed a height of 45', subject to airport height limitations.

Interstate Corridor District: The Interstate Corridor Land Use District is established to provide for non-highway land uses both below and adjoining the Interstate I-110 corridor on land owned by the Florida Department of Transportation and leased by the City of Pensacola as shown in the Site Development Plan in the DOT *Corridor Location, Design and Multiple Use Report: Interstate 110, Pensacola, Escambia County, Florida, 1972.* The

following land uses are allowed at the land use mix composition shown below, with site plan review and City Council approval:

- \* Residential density not to exceed 35 dwelling units per acre up to a maximum 3% of the developable land.
- \* Service, tourist and community commercial and light industrial uses up to a maximum 25% of developable land.
- \* Recreation and open space facilities, and community centers owned and operated by the City up to a maximum 35% of developable land.
- \* Public utilities, City government buildings and facilities and public transportation facilities up to a maximum 37% of developable land.

The maximum combined area occupied by all principal and accessory buildings shall be 50%. No building shall exceed a height of 45', subject to DOT height limitations.

Policy FLU-1.1.6: The following uses shall be allowed in all future land use districts, except for Conservation and Interstate Corridor, subject to regulations set forth in the adopted Land Development Code, and Chapter 333 of the Florida Statutes: Community residential homes, schools with curriculum the same as public schools, libraries, churches, home occupations and accessory structures incidental to any permitted use. Parks and playgrounds and utility structures shall be allowed in every district.

Policy FLU-1.1.7: Adaptive reuse of vacant public, semipublic, institutional or historically significant structures within the Medium and High Density Residential Land Use Districts and the Residential Neighborhood Commercial Land Use District shall be allowed subject to issuance of a conditional use permit.

Applicants for a conditional use permit must submit development plans, undergo site review process through the Planning Board, provide for public notification of property owners within an established radius and obtain approval from the City Council. To ensure the compatibility of the conditional use development with the surrounding residential neighborhood the City Council may prescribe appropriate conditions and safeguards as follows:

- \* Limit or otherwise designate the following: the manner in which the use is conducted; the height, size or location of a building or other structure; the number, size, location, height or lighting of signs; the location and intensity of outdoor lighting or require its shielding.
- \* Establish special or more stringent buffer, yard or other open space requirements.
- \* Designate the size, number, location or nature of vehicle access points.

- \* Require berming, screening, landscaping or similar methods to protect adjacent or nearby property and designate standards for installation or maintenance of the facility.
- \* Designate the size, height, location or materials for a fence or wall.

Objective FLU-1.2: Existing nonconforming land uses which are incompatible or inconsistent with the Future Land Use Plan will not be allowed to expand, to be enlarged, or to be rebuilt or reopened if destroyed, pursuant to provisions adopted in the Land Development Code and consistent with the requirements of Chapter 163, F.S.

Policy FLU-1.2.1: Expansion or replacement of land uses, which are incompatible with the Future Land Use Plan, shall be prohibited. Existing nonconforming uses will be permitted as provided in the City's Land Development Code.

Policy FLU-1.2.2: Land uses which are potentially incompatible due to type of use and/or intensity of use, shall be buffered from one another through the use of physical and/or natural vegetative barriers within required yards established in the adopted Land Development Code.

Objective FLU-1.3: The City shall protect its natural resources and its historic, architectural and archaeological resources in accordance with the City's Land Development Code.

Policy FLU-1.3.1: Continue to protect natural open space areas within the City as designated in the Recreation and Open Space Element.

Policy FLU-1.3.2: Public access to the waterfront shall be maintained or improved by the City (i.e., boat ramps, street rights-of-way). Private property rights will be protected in providing public access to the waterfront.

Policy FLU-1.3.3: Wetlands and other natural vegetative and wildlife habitats identified, as Conservation Districts on the City's Future Land Use Map will be protected from development through provisions in the Land Development Code.

Policy FLU-1.3.4: Regulate the location of hazardous waste disposal, storage and treatment facilities within the City through enforcement of land development regulations.

Policy FLU-1.3.5: The City shall coordinate with West Florida Historic Preservation, Inc. by providing technical assistance in its efforts to identify, designate and preserve historic architectural resources and shall continue to enforce the regulations in the adopted Historic District zoning ordinance.

Policy FLU-1.3.6: The City shall abide by the guidelines of its archaeological resolution whenever development is planned for City-owned property.

Policy FLU-1.3.7: The City shall utilize maps contained in the *Wellhead Protection Area Delineation In Southern Escambia County, Florida, Water Resources Special Report 97-4, December 1997*, prepared by the Northwest Florida Water Management District, as may be amended, and included by reference, to identify wellhead protection areas around existing water wells and shall continue to cooperate with the Escambia County Utilities Authority in reviewing land use regulations within these areas.

Policy FLU-1.3.8: Land uses delineated by the Future Land Use element shall be permitted based on the availability of water supplies in addition to the availability of public water facilities consistent with the requirements of Chapter 163, F.S.

Objective FLU-1.4: All development and redevelopment in the Coastal High Hazard Area shall be consistent with the Coastal Management Element and shall be coordinated with appropriate regional hurricane evacuation plans.

Policy FLU-1.4.1: For City-funded developments, water-dependent and water-related activities shall be given a higher priority for permit approval.

Policy FLU-1.4.2: Public access to the waterfront shall be encouraged in all developments utilizing City funds except for industrial developments.

Policy FLU-1.4.3: Future residential land use developments in the CHHA shall be limited to the following densities by location:

- \* Low density along Escambia Bay north of Hyde Park Road and south of Gadsden Street, and along both shores of Bayou Texar.
- \* Medium density along Pensacola Bay (except for the Historic District), and along Bayou Chico.
- \* High density Historic District.

Policy FLU-1.4.4: Future residential land use developments in the dense business area constructed in the CHHA shall be limited to medium density (18 or fewer residential dwelling units per acre). Allowable density above the medium density limit established by future land use category may be transferred to portions of the development site outside the CHHA.

Objective FLU-1.5: The City shall coordinate with other local governments and agencies to reduce or minimize adverse impacts in the region due to development in the City.

Policy FLU-1.5.1: The City shall develop procedures for review of requests for development orders which might affect or be affected by another government or agency and coordinate appropriately.

Policy FLU-1.5.2: The City shall review and contribute to any updates of the Comprehensive Plans in surrounding jurisdictions and other policy plans that would affect implementation of local resource protection goals.

Objective FLU-1.6: Ensure that suitable land is available for utilities necessary to support proposed developments through enforcement of subdivision ordinances which require the provision of adequate land for utilities infrastructure.

Policy FLU-1.6.1: Pursue an interlocal agreement and an informal coordination mechanism, to the extent possible, with Emerald Coast Utilities Authority and other utilities providers in locating public facilities and utilities to maximize the efficiency of services provided, to minimize their cost and to minimize their impacts on the natural environment.

Objective FLU-1.7: Facilitate efficient and reliable delivery of electric service.

Policy FLU-1.7.1: New electric distribution substations shall be a permitted use in all land use categories and zoning districts within the City except those designated as preservation, conservation, or historic preservation on the future land use map or duly adopted ordinance pursuant to F.S. 163.3208.

Policy FLU-1.7.2: Standards for set-backs, landscaping, buffering, screening, and other aesthetic compatibility-based standards shall apply to new distribution electric substations pursuant to F.S. 163.3208 to achieve compatibility with adjacent and surrounding land uses to the maximum extent practicable.

Policy FLU-1.7.3: The City shall grant or deny a properly completed application for a permit to locate a new distribution electric substation within a residential land use category or zoning district pursuant to the requirements of F.S. 163.3208.

Objective FLU-1.8: Provide for effective land development opportunities while allowing for innovative solutions through the Land Development Code.

Policy FLU-1.8.1: The land development regulations shall be modified and/or expanded to reflect the goals, objectives and policies of all the Comprehensive Plan elements.

Policy FLU-1.8.2: Land development regulations shall allow flexibility, within some zoning districts to provide for affordable housing and other redevelopment opportunities.

Policy FLU-1.8.3: Land development regulations shall include standards for residential density bonuses <u>and density transfers</u> above the limit otherwise established by future land use category in exchange for the construction of affordable housing and as an incentive to achieve superior building and site

design, preserve environmentally sensitive lands and open space, and provide public benefit uses including access to the waterfront.

- Density bonuses for superior building and site design, preservation of environmentally sensitive lands and open space, and provision of public benefit uses shall not exceed 10% of the limit otherwise established by land use category and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- Density transfers of up to 50% of the limit otherwise established by the land use category of the donor site may be approved for superior building and site design, preservation of archeologically and environmentally sensitive lands and open space, and provision of public benefit uses, and shall be available to residential developments in the medium density residential land use district, high density residential land use district, commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- Density bonuses <u>and transfers</u> for superior building and site design, preservation of environmentally sensitive lands and open space, and provision of public benefit uses shall be based upon clear and convincing evidence that the proposed design will result in a superior product that is compatible with the surrounding land uses and produces a more desirable product than the same development without the bonus.
- Density bonuses for the provision of affordable housing shall not exceed 25% of the limit otherwise established by land use category and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- Density transfers of up to 50% of the limit otherwise established by land use category of the donor site may be permitted for the provision of affordable housing, and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial

land use district, redevelopment land use district and business land use district.

- Density bonuses <u>and transfers</u> for the provision of affordable housing shall be based upon ratios of the amount of affordable housing to market rate housing within a proposed residential development and shall include mechanisms to assure that the units remain affordable for a reasonable timeframe such as resale and rental restrictions and rights of first refusal.
- Density transfers of up to 50% of the limit otherwise established by the land use category of the donor site may be permitted for proposed developments that are compatible with adopted neighborhood and Community Redevelopment Area plans, and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- The maximum combined density bonus for superior building and site design, preservation of environmentally sensitive lands and open space, provision of public benefit uses and affordable housing provided to any single development shall not exceed 35% of the limit otherwise established by land use category.
- Density transfers shall be a direct transfer of up to 100% of unutilized residential density from a donor site to a receiving site, subject to the City's land development and density transfer regulations.
- All density bonuses <u>and density transfers</u> shall be approved by the City Planning Board.

Objective FLU-1.9: Direct development in the City to areas where infrastructure exists to reduce development outside of the City limits which would cause further urban sprawl.

Policy FLU-1.9.1: Promote infill development of vacant and underutilized parcels within City limits through use of appropriate land development regulations, and provision of effective urban services.

Policy FLU-1.9.2: Encourage mixed-use development as a means to increase density in the designated urban core and inner-city redevelopment areas of the City in accordance with adopted redevelopment area plans through EAR-based

amendments of the Comprehensive Plan and revisions of the Land Development Code.

Policy FLU-1.9.3: Support increased density in proximity to existing and proposed urban elementary schools, and seek to use such schools as neighborhood focal points by collocating public facilities such as parks and community centers with schools to the extent possible.

Policy FLU-1.9.4: Continue to encourage mixed use development through the use of innovative land development techniques such as planned unit developments, cluster housing, mixed-uses on individual parcels and other approaches as provided in the land development code.

Policy FLU-1.9.5: Promote innovative arrangements of development types and promote a complimentary mix of residential/commercial/recreation uses along primary vehicular corridors of neighborhoods so as to minimize the impacts of new development on existing resources and facilities by allowing a variety of uses in close proximity to one another.

Policy FLU-1.9.6: Allow development of a mixture of residential, commercial and office land uses in the mixed residential/office/commercial zoning districts along primary vehicular corridors of the Urban Core and inner-city Community Redevelopment Areas, through review and revision of the Land Development Code.

Objective FLU-1.10: Increase and enhance Traditional Neighborhoods

Policy FLU-1.10.1: Identify and revise incompatible zoning designations and approved land uses to ensure suitable development in support of existing traditional neighborhoods and a cohesive urban fabric.

Policy FLU-1.10.2: Encourage new Neo-Traditional Neighborhood Development and compatibly designed infill within the urban core and inner-city redevelopment areas through review, and revision where necessary, of the land use regulations in the Land Development Code.

Policy FLU-1.10.3: Explore Neighborhood Conservation Overlay Districts to ensure compatible infill development in existing traditional neighborhoods.

Policy FLU-1.10.4: Explore the use of State and Federal redevelopment programs to encourage Neo-Traditional Neighborhood Developments that include a mix of uses and provide housing for a range of incomes.

Objective FLU 1.11: Promote development in the downtown urban core areas of the City.

Policy FLU-1.11.1: Promote through the redevelopment process, the introduction of mixed-use development to enhance retail viability, establish truly pedestrianoriented shopping districts, create more attractive buildings and public spaces, support transit viability, and reduce vehicle trips.

Policy FLU-1.11.2: Review land use regulations in the Land Development Code and revise where necessary to support walkability and pedestrian activity, arts, and entertainment uses in the City's downtown.

Policy FLU-1.11.3: Review land use regulations in the Land Development Code and revise where necessary to encourage the vertical and horizontal integration of a complementary mix of commercial, service and other non- residential uses that address the needs of families and other household types living in downtown neighborhoods.

Policy FLU-1.11.4: Pursue the establishment of a downtown railroad "quiet zone" to facilitate downtown development.

Policy FLU-1.11.5: Continue to coordinate with the Downtown Improvement Board on parking enforcement and management to provide adequate parking for downtown patrons.

Policy FLU-1.11.6: Continue to waive off-street parking requirements in the HC-1 and HC-2 districts, for residential land uses in the dense business area, and for qualifying buildings in the South Palafox Business District and C-2A district to encourage downtown and urban core development.

Policy FLU-1.11.7: Continue to allow the off-site provision of parking through a shared parking agreement in qualifying zoning districts to promote downtown and urban core development.

Objective FLU-1.12.: Implement plans for redevelopment and renewal of blighted areas in Census Tracts 1 through 8, and particularly in the downtown urban core and inner-city Community Redevelopment Areas.

Policy FLU-1.12.1: Continue to undertake redevelopment projects and programs as outlined in the *Urban Core Community Redevelopment Plan* (2010 Update), the *Pensacola Waterfront Redevelopment Plan* (2000/Update 2010), the *Pensacola Historic District Master Plan*, (2004) and the *Belmont DeVilliers Land use Plan* (2004) and promote increased density.

Policy FLU-1.12.2: Continue to engage in redevelopment activities within the designated Urban Infill and Redevelopment Area in accordance with the *Urban Infill and Redevelopment Area Plan*.

Policy FLU-1.12.3: Implement redevelopment efforts as identified in the *Westside Community Redevelopment Area Plan* (2007).

Policy FLU-1.12.4: Encourage Brownfield and grayfield redevelopment and adaptive reuse within the urban core and inner-city development areas.

Policy FLU-1.12.5: Promote redevelopment of existing automobile-oriented corridors and the upgrading of existing commercial development to create vibrant, mixed-use boulevards that balance efficient movement of motor vehicles with the creation of attractive pedestrian-friendly districts that serve the adjoining neighborhoods as well as passing motorists pursuant to adopted redevelopment plans.

Policy FLU-1.12.6: Provide infrastructure improvements as part of a redevelopment program in the above mentioned areas in such a way that will not strain the economic resources of the City's existing and new residents.

Policy FLU-1.12.7: Provide for some economic incentives for development in the cited neighborhoods including the following:

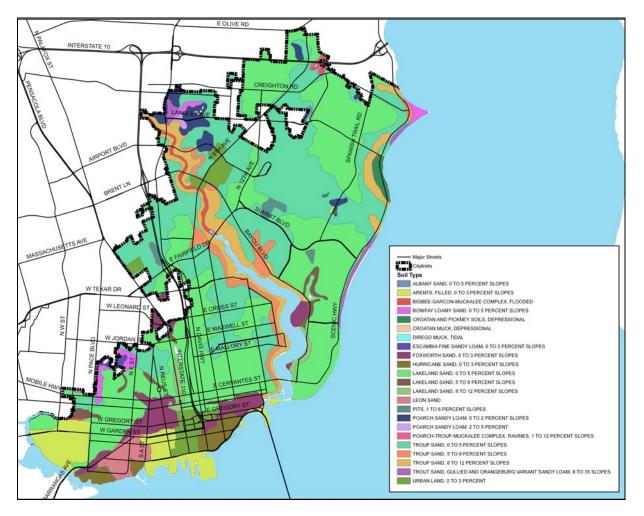
- \* Establishing lower level of service standards for some facilities in developed neighborhoods so that costs of upgrading facilities will not be prohibitive; and
- \* Establishing lower or abolishing impact fee assessments in these neighborhoods if the use of impact fees are adopted in the Plan.

Objective FLU-1.13: Opportunity for dispute resolution in consideration of revisions to the Comprehensive Plan.

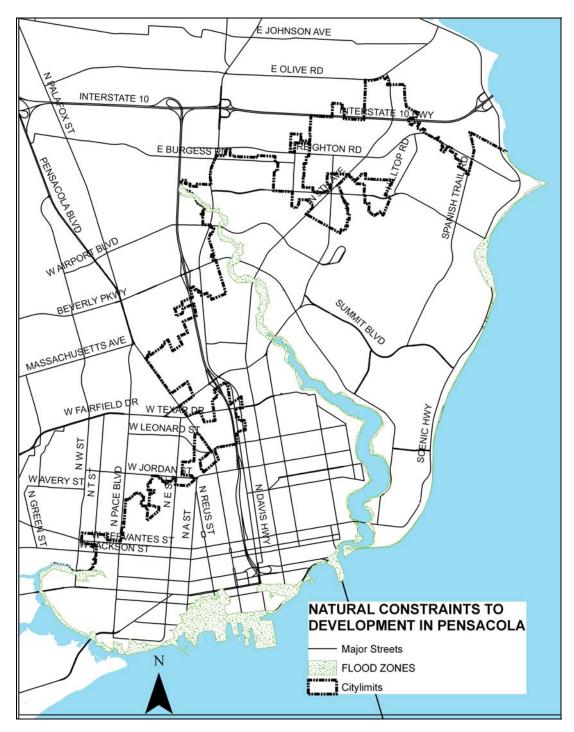
Policy FLU-1.13.1: Opportunity shall be afforded, pursuant to F.S. 163.3181 (4), for informal mediation or other alternative dispute resolution to a property owner who's request for an amendment to the Comprehensive Plan pertaining to his property is denied. The costs of the mediation or other alternative dispute resolution shall be borne equally by the local government and the property owner. If the owner requests mediation, the time for bringing a judicial action is tolled until the completion of the mediation or 120 days, whichever is earlier.

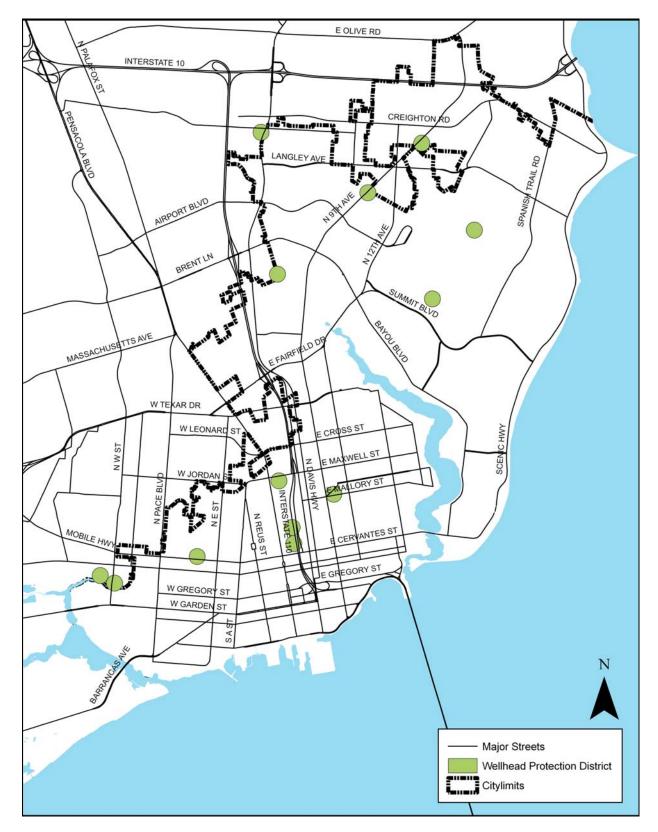
Policy FLU-1.13.2: Prior to an administrative hearing conducted pursuant to review of the comprehensive plan or plan amendment by the state land planning agency, opportunity to mediate or otherwise resolve the dispute of any affected person who intervenes as a party to that proceeding shall be afforded pursuant to F.S. 163.3184 (10)(c). The costs of the mediation or other alternative dispute resolution shall be borne equally by all the parties to the proceeding.

## City of Pensacola Soils



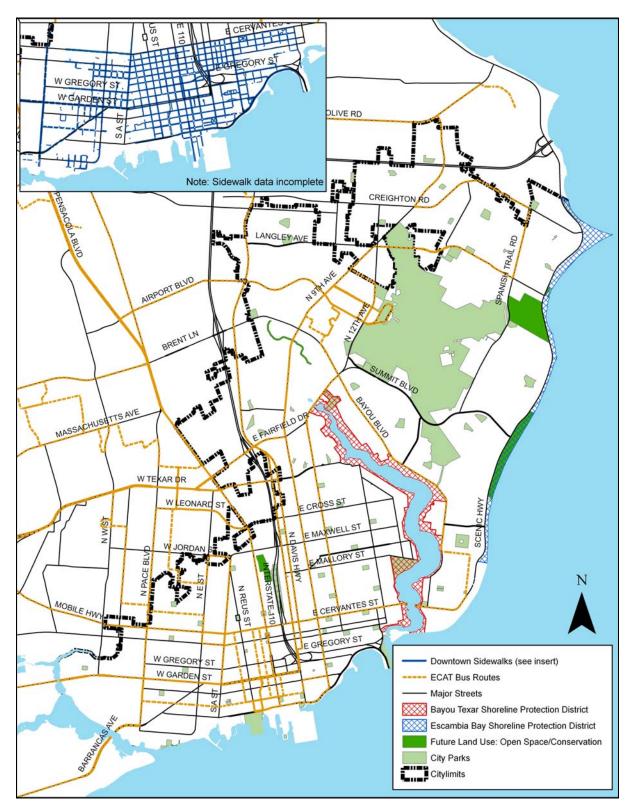
## City of Pensacola Flood Zones





City of Pensacola Wellhead Protection Zones

City of Pensacola Energy Conservation



### **CHAPTER 2**

#### TRANSPORTATION

#### GOAL T-1: A safe, convenient, and efficient street system.

Objective T-1.1: The City shall maintain Level of Service standards and implement recommendations to address existing and forecasted LOS deficiencies.

Policy T-1.1.1: The City of Pensacola has adopted Florida Department of Transportation (FDOT) Quality/Level of Service Handbook standards to determine maximum volumes for adopted level of service on the Florida Intrastate Highway System. In addition, the City has adopted the following Level of Service standards on the other roadway types within the City limits to determine maximum volumes:

Roadway Type	LOS (Peak hour)
State Roadways	
Intrastate	С
Other State Roads	E
Roads Within the TCEA	Exempt
Local Roadways	
Local Collector Roads	E
Other Local Roads	С

Policy T-1.1.2: The City of Pensacola shall continue to examine traffic impacts associated with development on roadways within the City to ensure that adopted Level of Service standards are not degraded.

Policy T-1.1.3: The City will review annually, adopted Level of Service standards, traffic volumes, and system demands in order to monitor impacts of new development on the traffic circulation of the City.

Policy T-1.1.4: The City of Pensacola has designated an Urban Redevelopment Transportation Concurrency Exception Area (TCEA) within the boundaries of the Community Redevelopment Area as established pursuant to Resolution 54-80. The boundary of the Urban Redevelopment TCEA is shown on the adopted Future Traffic circulation Map.

Objective T-1.2: The City of Pensacola shall continue to cooperate with the local comprehensive transportation planning process in the Pensacola urbanized area.

Policy T-1.2.1: The City will continue to coordinate with the West Florida Regional Planning Council, FDOT, and the TPO regarding transportation planning and programs within the Pensacola urbanized area.

Policy T-1.2.2: The City will continue to participate in the preparation of the Florida Alabama Transportation Planning Organization's (TPO's) long-range transportation study to evaluate transportation needs and alternatives to improve traffic circulation between the Gulf Breeze peninsula and the City of Pensacola. The City will request the FDOT prepare an analysis of land use and traffic impacts of landfall locations proposed for the western terminus of a new Pensacola Bay bridge.

Policy T-1.2.3: The City shall coordinate with the FDOT, the TPO, the Federal Highway Administration (FHWA), Escambia County, and other Corridor Management Entity partners, where feasible, in implementing elements of the Corridor Management Plan (CMP) for the Scenic Bluffs Highway Corridor.

Objective T-1.3: The City of Pensacola shall continue to maintain, protect, and improve the existing and future coordinated network of streets.

Policy T-1.3.1: The City will use the following definitions from the Land Development Code section 12-14-1 to classify streets within City limits. The City will identify the classification of local streets on the Roadway Functional Classification Map which shall be contained in the City's Land Development Code, and updated periodically to reflect current roadway function.

*Street* means a way for vehicular traffic, whether designated as a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place or however otherwise designated. The word "street" includes the following terms, further described as follows:

*Streets, major arterial* means streets which provide for through traffic movement between areas and across the City, and direct access to major employment locations and commercial uses.

*Streets, minor arterial* means street which provide for traffic movement between major neighborhoods.

*Streets, collector* means streets which provide for the movement of traffic between major arterials and local streets and direct access to abutting property.

*Street, local* means streets which provide for direct access to abutting land and used for local traffic movements only.

*Streets, marginal access* are minor streets which are parallel to and adjacent to arterial streets and highways; and which provide access to abutting properties and protection from through traffic.

Policy T-1.3.2: The City shall follow and annually update its 5-year Master Plan for City streets and roadways.

Policy T-1.3.3: The City will continue to coordinate land use decisions with the future traffic circulation system by coordinating traffic circulation improvements with the Future Land Use Map.

Policy T-1.3.4: The City shall incorporate safety measures such as signage, pavement markings, and engineering improvements into all transportation improvements.

Policy T-1.3.5: The City will review periodical accident frequency reports about applicable roads within the City limits and make necessary roadway improvements whenever and wherever applicable.

Policy T-1.3.6: The City shall preserve and protect the capacity of all major streets by minimizing points of ingress/egress, wherever possible, and by closing or relocating unnecessary curb cuts to provide efficient access to the roadway system when development occurs. The City will review, and revise where necessary, its existing standards for providing access and spacing in the Land Development Code. The City will periodically coordinate this review activity with Escambia County and the FDOT through continued participation with the Florida-Alabama TPO.

Policy T-1.3.7: The City shall protect existing and future transportation corridors by implementing the requirements of the subdivision ordinance. This includes mandatory dedication of rights-of-way, where required, as a condition of plat approval.

Objective T-1.4: The City shall continue to implement Transportation System Management strategies to improve the overall performance and quality of the existing transportation network.

Policy T-1.4.1: The City shall coordinate additional segments of the existing computerized signal system with Escambia County, the TPO, and FDOT.

Policy T-1.4.2: The City will review the elimination of one way streets in the current street network

Policy T-1.4.3: The City shall work to reduce excess surface parking along new and existing development through revisions to the Land Development Code where appropriate.

Policy T-1.4.4: The City shall continue to explore the replacement of traffic signals with stop signs at appropriate intersections.

Policy T-1.4.5: The City shall continue to implement "right sizing" strategies where appropriate to reduce lane widths and number of lanes to enhance the quality of the local transportation network.

Policy T-1.4.6: The City shall continue to integrate traffic calming measures including curb extensions, roundabouts, speed tables, raised intersections, textured crosswalks, and the addition of on-street parking to improve the overall quality of the motorized and non-motorized transportation network.

Policy T-1.4.7: In order to promote urban redevelopment within the Urban Redevelopment Area TCEA, the City will consider parking control and pricing policies, transportation demand management programs, transportation system management programs, availability of public transportation, and the use of creative financing tools for the provision of transportation services and facilities.

Policy T-1.4.8: The City shall coordinate with the DIB to implement the recommendations incorporated in the CRA Downtown Parking Study (May 1999) and Parking Management Analysis Findings and Recommendations (2006) including the following: traffic operation improvements; providing for pedestrian and bicyclists; identification of sites for on-grade parking lots or parking garages; identification of satellite parking locations linked to a downtown closed loop trolley to provide a "park and shuttle" alternative in the TCEA to reduce vehicle traffic in the central business district, and; a financial feasibility analysis to address costs of the improvements and possible funding sources.

Policy T-1.4.9: The City shall coordinate with the Downtown Improvement Board (DIB) and West Florida Historic Preservation, Inc. to periodically review the feasibility and joint funding of the existing closed loop trolley or shuttle service within the TCEA boundary.

# GOAL T-2: An economically sound, safe, energy-efficient, and equitable mass transportation system.

Objective T-2.1: The City shall encourage Escambia County Area Transit (ECAT) in the provision of fixed route mass transit service linking major trip generators and attractors.

Policy T-2.1.1: The City shall continue to coordinate with the WFRPC and the TPO regarding the promotion of alternative modes of transportation (i.e., ridesharing, mass transit).

Policy T-2.1.2: The City shall endorse the promotion of the ECAT in order to relieve traffic and parking congestion and in order to foster energy conservation.

Policy T-2.1.3: The City shall coordinate with ECAT and Escambia County in evaluating transit routes and service utilizing route ridership, headways, or other appropriate performance standard.

Policy T-2.1.4: The City will encourage "ride sharing" programs in coordination with Escambia County in order to reduce the number of vehicles on the road during peak hours.

Policy T-2.1.5: The City will develop land use and site design guidelines to assure the accessibility of new development to mass transit service.

Objective T-2.2: The City shall assist in developing coordinated transportation systems for transportation-disadvantaged citizens.

Policy T-2.2.1: The City will support the provision of the para-transit system developed by the Community Transportation Coordinator as required by Chapter 427, Florida Statutes.

Policy T-2.2.2: The City will assist the TPO in the recommendation for a new coordinator by participating in the development of a Request for Proposals and in the evaluation of proposals received.

Objective T-2.3: The City shall encourage the pursuit of new sources of funding for mass transportation.

Policy T-2.3.1: The City shall work with ECAT, the County and the FDOT to provide for increased Service Development and Urban Corridor funding.

Policy T-2.3.2: The City will support Florida Transit Association in efforts to provide state operating assistance for mass transit.

Policy T-2.3.3: The City will support efforts to provide for a designated funding source for the local contribution.

# Goal T-3: A complete network of pedestrian and bicycle facilities that enhances the City's livability, accessibility, and safety.

Objective T-3.1: The City shall continue to provide facilities in support of a safe, non-motorized transportation system.

Policy T-3.1.1: The City of Pensacola shall accommodate non-motorized forms of transportation in the design of transportation improvement projects.

Policy T-3.1.2: The City shall consider in its design of all future roadway improvements for major arterial streets, the accommodation of bicycle transportation needs where appropriate.

Policy T-3.1.3: The City shall encourage the development of a comprehensive bicycle education program in coordination with the TPO and Escambia County.

Policy T-3.1.4: The City shall continue to coordinate with the WFRPC and the TPO regarding the promotion of walking and bicycling as alterative modes of transportation.

Policy T-3.1.5: The City shall coordinate with and encourage the deployment of DIB-purchased and installed of bicycle racks within the TCEA boundary.

Objective T-3.2: The City shall coordinate all development in order to produce walkable communities and neighborhoods throughout the City.

Policy T-3.2.1: The City will continue to repair and construct new sidewalks where feasible through the Penny for Progress sidewalk program and other applicable funding sources like the Community Development Block Grant.

Policy T-3.2.2: The City will continue to include requirements for provision of sidewalks by developers around future commercial developments to aid in pedestrian transportation needs.

Policy T-3.2.3: In accordance with the City's Public Schools and Facilities Element of the Comprehensive Plan, new residential developments within two miles of an existing or planned school shall be required to provide sidewalks. In addition, sidewalks shall be placed along all collector, arterial, and local roads abutting the subdivision to the subdivision property line, where it has been determined that the most direct route from the subdivision to the school is along those roadways.

Policy T-3.2.4: The City shall continue to improve accessibility for citizens with mobility limitations throughout the City by providing curb cuts along all proposed sidewalks and through improvements to existing sidewalks where feasible.

Policy T-3.2.5: The City shall strive to upgrade existing and design new pedestrian crossings and intersections with the appropriate "intersection geometry" to allow for visibility, ease of crossing, and pedestrian connectivity.

Policy T-3.2.6: The City shall continue to install countdown-type pedestrian signals at the most appropriate and highly-traveled pedestrian crossings.

Policy T-3.2.7: The City shall, through coordination with the FDOT, the TPO, the Federal Highway Administration (FHWA), design and operate a

comprehensive network of "Complete Streets," consisting of arterial, collector and local streets, that enables safe access and a full range of daily activities by all user groups, including pedestrians, bicyclists, motorists, and transit vehicles.

Policy T-3.2.8: The City will develop a typology of Complete Streets amenities, and identify the most appropriate enhancements for the range of streets within the City. This typology will be included as part of the Land Development Code or as a stand-alone supplement, and will be used to systematically plan public transportation upgrades and bicycle and pedestrian enhancements.

Policy T-3.2.9: The downtown Community Redevelopment Agency (CRA) will continue to develop and consider funding streetscape improvement projects to enhance pedestrian use of sidewalks as an alternative to vehicle use in the TCEA boundary.

Policy T-3.2.10: The City will continue to support pedestrian access and community beautification through proposed streetscape improvement projects in adopted neighborhood and revitalization plans where feasible.

Policy T-3.2.11: The City will pursue, where feasible, "Complete Street," and intersection improvements along the corridors identified in adopted neighborhood and redevelopment plans to provide for aesthetics, accessibility and safety for pedestrians, bicycles and motorized vehicles. Such improvements may include traffic calming measures such as adequate lighting, shade trees, wider sidewalks, bike paths, street furniture, gateway treatments, directional signage and area identity markers where feasible.

# GOAL T-4: Rail service that allows for the safe and efficient transportation of cargo and passengers while enhancing livability.

Objective T-4.1: The City shall coordinate for safe and efficient railroad operations along the existing system within the city limits.

Policy T-4.1.1: The City shall utilize available legal methods in order to provide that railroad companies will continue to maintain the roadway for vehicular traffic at railroad crossings.

Policy T-4.1.2: The City shall strive to be the first responder to any hazardous material incidents within the city limits and maintain an on-going training program to ensure maximum response capabilities in the event of derailments.

Policy T-4.1.3: The City shall monitor any modifications to the railroad trestle at Bayou Texar to provide for maximum enhancement of tidal circulation.

Policy T-4.1.4: The City shall coordinate with the appropriate railroad company to seek removal and/or replacement of the overpass at 17th Avenue that would allow for the continued improvements of 17th Avenue.

Policy T-4.1.5: The City shall encourage the return and continued service of Amtrak or other passenger rail service along existing rail lines.

Objective T-4.2: The City shall coordinate with the rail companies serving the area in order to achieve compatibility of rail facilities and operations with community planning efforts.

Objective T-4.2.1: The City shall work for the establishment of a rail quiet zone within the City limits for the benefit of local residents and businesses.

Policy T-4.2.2: The City shall coordinate with rail companies to identify unused railroad spurs and trackage and require or encourage their removal by the appropriate party.

Policy T-4.2.3: The City shall take action to secure abandoned railroad rights-ofway in the event that track removal or relocation occurs and determine the best land use for the impacted rights-of-way.

Policy T-4.2.4: The City shall explore the restoration of unused rails lines to be used for public recreational use.

GOAL T-5: The stimulation of economic development and generation of positive economic and employment benefits in the City of Pensacola and surrounding area by promoting the use of the waterfront and Port facilities to cargo shippers and water-dependent businesses, and coordinating with the <u>Pensacola International Airport</u> <del>Pensacola Gulf Coast Regional</del> <del>Airport</del> when feasible.

Objective T-5.1: The Port shall continue to attract new and expanded waterborne commerce.

Policy T-5.1.1: Sufficient financial resources shall be made available annually within the Port's departmental budget to facilitate the continued promotion of Port facilities to prospective users.

Policy T-5.1.2: The Port shall maintain a business development plan and facilities development strategy which identifies the annual marketing targets and long-range facility development objectives required to attract new and expanded business to the Port.

Policy T-5.1.3: The Port shall maintain close working relationships with applicable federal, state, regional and local economic development agencies, as

well as with the <u>Pensacola International Airport</u> <del>Pensacola Gulf Coast Regional Airport</del>, and port-associated businesses (i.e. trucking companies, railroads, shipping lines, etc.) to enhance economic development opportunities, and to identify and pursue waterborne commerce opportunities.

Policy T-5.1.4: The Port shall review, and if necessary, revise its Terminal Tariff so as to maximize revenues while maintaining a competitive position within the industry.

Objective T-5.2: The Port shall diversify its business base in order to strengthen the Port's contribution to the economic vitality of the Pensacola area.

Policy T-5.2.1: The Port shall make its maritime knowledge and experience available to tourism officials, inter- and intra-governmental departments and agencies, political leaders and others to assist in exploring the development of excursion, cruise, or amenity vessel operations at public access areas of the downtown waterfront including, but not limited to, Commendencia Slip, Plaza de Luna, and the Vince Whibbs Community Maritime Park, etc.

Policy T-5.2.2: The City shall work with the TPO, National Park Service, and the Department of the Navy to review the feasibility and benefits of establishing a local and regional passenger ferry system to support tourism and water-related commerce in the area.

Policy T-5.2.3: The Port may acquire, by lease or purchase, land or buildings for the purpose of leasing to potential Port customers, or to provide the same for use by transient cargo users of the Port.

Policy T-5.2.4: The Port shall actively market its deep draft docks, berths, pierside warehouses and other infrastructure to traditional and non-traditional waterborne commerce and water-dependent maritime industry interests.

Policy T-5.2.5: The Port shall market its northeastern boundary for development of a commercial/restaurant/retail venture.

Policy T-5.2.6: The Port shall market unimproved land located roughly in the north central portion of the Port for development of light manufacturing/assembly type operations with signification employment potential.

Policy T-5.2.7: The Port may collaborate with other government agencies and private waterfront and inland landholders to develop strategic alliances and public-private partnerships which expand and enhance the Port's ability to serve new and expanded cargo and water-dependent business activities.

Objective T-5.3: The Port shall maintain a 5-year capital improvement and replacement plan to address Port facility construction and maintenance requirements.

Policy T-5.3.2: The City shall consider the potential impact on the Port of Pensacola of non-maritime related developments in the areas immediately adjacent to the Port property.

Policy T-5.3.3: The City, through the annual Port Department budget with support from state and federal grant resources where applicable, shall identify and commit funding as available to provide and maintain facilities necessary to facilitate the Port's business activities as described in Objective 5.2.

Policy T-5.3.4: Port capital improvement and expansion plans will be coordinated and consistent with applicable federal, state, and local laws, ordinances and regulations and shall be sensitive to environmental issues in consideration of the economic policy of Port operations.

Objective T-5.4: The Port shall develop and implement a comprehensive facilities maintenance program.

Policy T-5.4.1: The City, through the annual Port Department budget, shall provide sufficient personnel and financial resources, as available, to implement the facilities maintenance program.

Policy T-5.4.2: Port facilities shall be maintained so as to minimize the requirement for replacement and thereby extend the useful and productive life of Port assets.

Objective T-5.5: The City will limit public expenditures in the Coastal High Hazard Area except in the provision of facilities necessary for Port maintenance and operations.

Policy T-5.5.1: Future Port related public expenditures in the Coastal High Hazard Area shall be limited to: those which provide evidence of natural disaster mitigation planning and design; those which restore or enhance natural resources; or, those which are necessary for operation and expansion to accommodate Port activity as determined by the City.

GOAL T-6: Port operations and developments that are undertaken in a manner which minimize or mitigate negative impacts on the basic functions and productivity of the City's natural land, coastal and water resources; and that eliminate, reduce or avoid Port related health and safety concerns for present and future residents of the City of Pensacola.

Objective T-6.1: The Port shall endeavor to protect, conserve, and enhance wetlands, living marine resources, coastal barriers, and other natural resources within its immediate geographic area of operation.

Policy T-6.1.1: The Port will conduct its operations in accordance with all state, federal, and local regulations designed to protect wetlands, aquatic wildlife and creatures, and water quality.

Policy T-6.1.2: The Port will protect to the extent reasonably feasible, living marine resources from any permanent effects of Port related dredging by providing that all dredging activity will be permitted and conducted in accordance with applicable state and federal regulations designed to reasonably ensure that dredging impacts are short-term and limited.

Policy T-6.1.3: All future Port developments shall be designed to meet Northwest Florida Water Management District standards for the control of stormwater runoff. Recommendations outlined in the City's Stormwater Management Plan will be implemented during new construction activities on the Port site.

Policy T-6.1.4: All Port users discharging coolant or ballast water into Port area waters must comply with the pertinent state and federal regulations.

Objective T-6.2: Port operations, development, and expansion plans will be integrated into all City plans for the downtown and waterfront areas and compatible with the surrounding land uses, including the plans of the City Planning Department and the Community Redevelopment Agency, as a water-dependent land use.

Policy T-6.2.1: The Port shall work with other City departments to reasonably ensure that Port transportation requirements are analyzed and reflected in the plans of the TPO as well as federal and state DOT plans by participating in the development and adoption process of these plans.

Policy T-6.2.2: City Council Resolution 12-05 and City Council Policy on Port Operations and Administration will be incorporated into the City of Pensacola Comprehensive Plan.

Policy T-6.2.3: The Port will work with other City, County, State and Federal departments and agencies to explore transportation planning and management solutions which seek to segregate Port vehicular and rail traffic from other traffic types along Main Street and in the downtown Pensacola corridor to the extent practical.

Policy T-6.2.4: The City shall consider the economic impact of the Port in all future coastal and waterfront land use planning or development.

Policy T-6.2.5: Future Port development shall be visually compatible with adjacent development in the downtown and Historic District to the extent reasonably possible.

Objective T-6.3: The Port shall maintain a petroleum products and hazardous waste management program.

Policy T-6.3.1: The Port shall maintain a consolidated hazardous waste and petroleum products contingency/emergency response plan, which implements the guidance in the *Florida Coastal Pollutant Spill Contingency Plan*.

Policy T-6.3.2: The Port shall coordinate all disaster/ hazardous waste and petroleum products contingency planning with the Escambia County Emergency Management Director, State Department of Environmental Protection and the U.S. Coast Guard.

Policy T-6.3.3: All future Port expansion planning will, to the extent financially feasible, incorporate the appropriate technology for the safe handling of hazardous wastes and petroleum products.

Policy T-6.3.4: All handlers of petroleum products shall be required to have a U.S. Coast Guard approved spill contingency plan.

Policy T-6.3.5: The Port shall maintain a current file of the U.S. Coast Guard inspection reports and the various industry/company hazardous materials and petroleum products operations and handling manuals.

Policy T-6.3.6: The Port will maintain a comprehensive inventory of hazardous materials and petroleum products and inventory of spill cleanup equipment.

Objective T-6.4: All Port projects shall be consistent with the Future Land Use, Coastal Management and Conservation Elements of the City's Comprehensive Plan.

Policy T-6.4.1: Revisions to the Port development plan shall be reviewed to ensure consistency with the City's Comprehensive Plan.

Objective T-6.5: The Port will continue to coordinate operations and expansion plans with the TPO, the FDOT, and other appropriate transportation planning entities to ensure an integrated traffic circulation system.

Policy T-6.5.1: Port development plans will be reviewed for consistency with transportation plans of applicable transportation planning agencies.

Objective T-6.6: The Port shall continue to coordinate operational and expansion activities with the U. S. Army Corps of Engineers, the TPO, the Department of Defense, the *Escambia/Santa Rosa Coastal Resource Planning and Management Plan* and the FDOT 5-Year Transportation Plan.

Policy T-6.6.1: The Port will continue to construct and operate Port facilities in cooperation with appropriate federal, state and local agencies.

Policy T-6.6.2: The Port development plans will be coordinated with appropriate plans of other agencies including FDOT's 5-Year Transportation Plan and the TPO's adopted Transportation Improvement Plan (TIP).

Policy T-6.6.3: The Port shall coordinate with the appropriate City departments to assure that Port transportation requirements are consistent with and included in the plans of the TPO.

### GOAL T-7: The reduction of vulnerability of Port occupants to hurricanes and other natural disasters.

Objective T-7.1: The Port evacuation time will be consistent with that of the County from Evacuation Zone 12.

Policy T-7.1.1: The Port shall maintain a disaster evacuation, response, and recovery plan as part of its comprehensive Port Security Plan approved by the United States Coast Guard and Florida Department of Law Enforcement.

Policy T-7.1.2: The Port shall coordinate with the County to ensure that its plan is consistent with that for County Evacuation Zone 12.

Policy T-7.1.3: The Port shall coordinate with the County in the development of a revised update of the Escambia County and City Hurricane Preparedness Plan which considers revised evacuation routes, the Port's role in the evacuation process, the orderly evacuation of Port workers, resident businesses, and cargo, and the post-hurricane recovery process.

Policy T-7.1.4: The Port shall conduct an annual review of its disaster evacuation, response, and recovery plan with all Port tenants, users, and resident businesses.

Objective T-7.2: The Port shall fully implement compliance with life safety, fire prevention, construction and flood plain management codes of the City and state.

Policy T-7.2.1: The Port area building standards shall continue to be consistent with or in excess of the most current construction, life safety and fire prevention codes.

Policy T-7.2.2: The City's land development regulations shall identify priorities for shoreline land uses which provide for a range of water-dependent uses, inwater related activities, economic growth stimuli, hurricane contingency planning, and protection of the natural and water quality of the environment. Objective T-7.3: The Port shall provide immediate response to post-hurricane and natural disaster situations as requested or required by the Escambia County Civil Defense Organization.

Policy T-7.3.1: The Port-assigned recovery task forces shall be recommended to be incorporated in the current version of the Escambia County Emergency Management Organization and shall include a Port representative and, if available, a City Engineer.

Policy T-7.3.2: The Port shall coordinate with the County to develop plans and ordinance amendments, as necessary, which reflect any Port related recommendations in any inter-agency hazard mitigation reports or reports pursuant to Port or coastal operations.

Policy T-7.3.3: The Port shall develop the procedures for the Recovery Task Force to evaluate and recommend to the City and County various replacement options and priorities for damaged public/commercial facilities.

### GOAL T-8: Airport facilities that promote economic development, including new industry, business and tourism, while meeting existing and future demand.

Objective T-8.1: Future development or expansion of the <u>Pensacola International Airport</u> <del>Pensacola Gulf Coast Regional Airport</del> shall be consistent with the <u>2018</u> <del>2000</del> Airport Master Plan Update and F.A.A. approved Airport Layout Plan or subsequent updates.

Policy T-8.1.1: The City shall coordinate the future updates of the Airport Master Plan with updates to the City's Comprehensive Plan.

Policy T-8.1.2: As an integral component of the airport master planning process, the City shall make provisions for regional transportation facilities for the efficient use and operation of the airport.

Policy T-8.1.3: The City shall coordinate the future expansion and/or development of <u>Pensacola International Airport</u> <del>Pensacola Regional Airport</del> with Escambia County to ensure land use compatibility consistent with Chapter 333 of the Florida Statutes.

Objective T-8.2: As identified in the 2000 <u>and 2018</u> Airport Master Plan, the Airport shall continue to work towards the development of <u>the an Airport Commerce Park on</u> 65 acres of property adjacent to the northwest quadrant of the Airport.

Policy T-8.2.1: The Airport will continue to acquire properties in the targeted 65acre site through a combination of Florida Department of Transportation and Airport Capital Improvement funds. Policy T-8.2.2: The Airport will explore the development of the <u>area Airport</u> Commerce Park through build-to-suit development, third-party developers, design-build contracts, or other types of <del>Request For Proposals</del> processes.

Policy T-8.2.3: The Airport shall explore alterative funding sources and partnerships to finance the development of the <u>area Airport Commerce Park</u>.

Policy T-8.2.4: The Airport shall explore the creation of partnerships with local and regional economic development agencies to attract appropriate businesses and firms to the <u>area Commerce Park</u> to foster agglomeration economies.

Policy T-8.2.5: The Airport shall consider the development of a free-trade zone at the Commerce Park to attract firms and industries and enhance their economic competitiveness.

Policy T-8.2.6: The Airport will explore coordination with the Port of Pensacola for the provision of helicopter or air service at the proposed inland Port facility.

Objective T-8.3: The Airport will continue to coordinate operations and expansion plans with the appropriate transportation planning entities to ensure an integrated traffic circulation system.

Policy T-8.3.1: If the City undertakes future construction projects at the airport, the City shall develop a traffic circulation and parking plan to accommodate the impacts of that construction project.

Policy T-8.3.2: The City shall ensure that future airport development or expansion is consistent with the transportation element of this comprehensive plan and applicable TPO long-range transportation plans.

Policy T-8.3.3: The City shall coordinate with FDOT in <u>reviewing the</u> developing a comprehensive airport signage plan to include all interstate and major streets leading to the airport from all directions.

Policy T-8.3.4: Airport development plans and capital improvement program will be reviewed for consistency with transportation plans of the MPO, the FDOT and other applicable transportation planning agencies.

Objective T-8.4: The Airport shall continue to coordinate operational and expansion activities with the Federal Aviation Administration (FAA), the TPO and the FDOT.

Policy T-8.4.1: Cost estimates of proposed airport improvements shall be submitted for utilization in the Joint Automated Capital Improvement Program (JACIP) of the FDOT and FAA, the TPO transportation improvement plan, and the City's Capital Improvements Element.

Policy T-8.4.2: The Airport <u>Director</u> Manager shall provide planning and budgeting information to FDOT, the MPO, and the City's Comprehensive Plan Capital Improvements Element to encourage the inclusion of airport expansion projects and related traffic corridor improvements in their budgets.

Objective T-8.5: The City shall actively participate in the Northwest Florida Steering Committee of the Continuing Florida Aviation Systems Planning Process (CFASPP and Strategic Intermodal Systems Development Plan), to assure that the service needs of the Pensacola International Airport Pensacola Regional Airport are considered in the coordination of air transportation in the Northwest Florida area.

Policy T-8.5.1: The development of new airports to support economic growth will take into consideration the use of existing airports.

Objective T-8.6: Coordinate with the United States Navy and the F.A.A. in the periodic review of the *Naval Aviation Training System (NATS) Plan* to reasonably assure that both military and civilian air space operations are compatible.

Policy T-8.6.1: Through the Airport Master Plan Update process, the City shall communicate the long range forecasting of airport operations for airport facilities to reasonably assure that civilian air space needs can be identified.

Objective T-8.7: All airport projects shall be consistent with the Future Land Use, Coastal Management and Conservation Elements of the City's Comprehensive Plan.

Policy T-8.7.1: Revisions to the Airport Master Plan Update shall be reviewed to ensure consistency with the City's Comprehensive Plan.

# **GOAL T-8:** Airport improvements and operations that consider environmental impacts and compatibility with surrounding land uses.

Objective T-8.1: The City shall enforce the Airport Land Use Regulations to prevent incompatible land use that have a potential for being hazardous to aircraft operations as well as to the persons and property on the ground in the vicinity of the incompatible land use.

Policy T-8.1.1: The City shall <u>continue to require via City Code</u>-encourage\_real estate agents to notify potential property owners that their property is within the Airport Impact District noise zones.

Policy T-8.1.2: The City shall continue to enforce Section 12-2-11, Airport Land Use District, and Section 12-11, Airport, of the Land Development Code to reasonably ensure that airport obstructions do not intersect the airport's runway protection zones, or impact the airspace surfaces around the airport approach surfaces. transition surfaces, horizontal surfaces and conical surfaces.

Policy T-8.1.3: The City shall ensure that future changes to the Land Development Code shall be consistent with Chapter 333 of the Florida Statutes.

Objective T-8.2: The City shall continue to examine the concept of multiple land uses within Airport Restricted Zoned property.

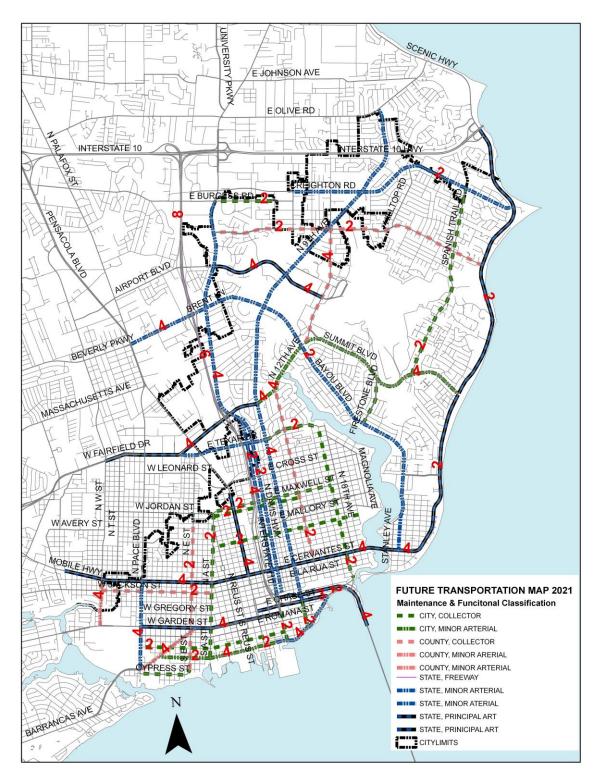
Policy T-8.2.1: The City shall consider a compatible multiple use concept for the open space area at the end of Runway 8/26, considering the environmental sensitivity of the Gaberonne wetland area.

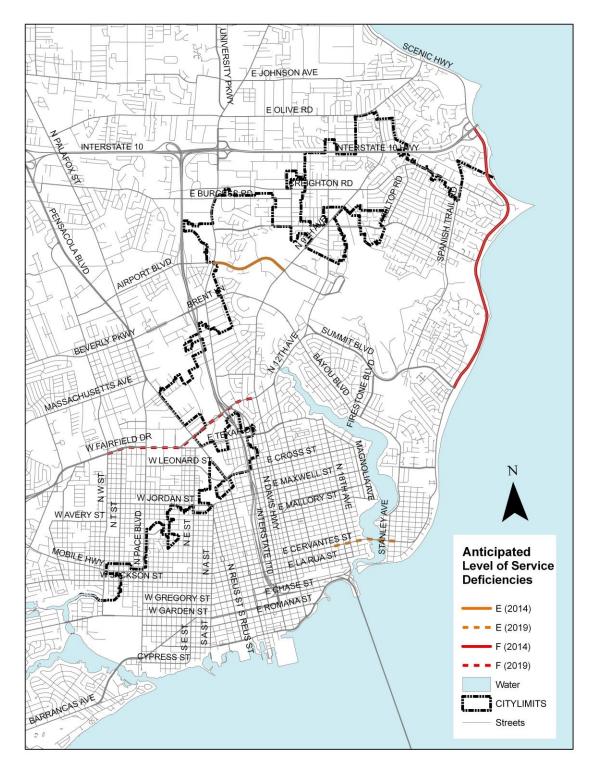
Policy T-8.2.2: The City shall consider the development of airport-related commercial activities within the ARZ zone but outside of runway protection zones, consistent with Chapter 333 of the Florida Statutes.

Objective T-8.3: The City shall continue to encourage Escambia County to enforce its airport land use compatibility regulations in the unincorporated area around the <u>Pensacola</u> <u>International Airport</u> <u>Pensacola Regional Airport</u>.

Policy T-8.3.1: The City should continue to coordinate with the County, particularly after the approval of the *FAR Part 150 Noise Study*, to assure that the County enforcement of noise regulations around the <u>Pensacola International</u> <u>Airport Regional Airport</u> is compatible with the City's noise regulations.

### City of Pensacola Future Transportation Map





City of Pensacola Anticipated Roadway Level of Service Deficiencies

#### **CHAPTER 3**

#### HOUSING

### GOAL H-1: An adequate supply of quality housing available to meet the needs of Pensacola households, now and in the future, in all neighborhoods.

Objective H-1.1: Monitor and evaluate the housing market within the City to assess how well supply addresses present and expected future needs in the planning period.

Policy H-1.1.1: Review population trends and new construction figures to identify future housing needs of City residents.

Policy H-1.1.2: Conduct periodic surveys to identify substandard housing structures.

Policy H-1.1.3: Coordinate with public agencies and the private sector to ensure that a sufficient quantity of dwelling units exists to meet the housing needs of the existing and anticipated population in the City, including households with special needs.

Objective H-1.2: Encourage the creation and conservation of a wide variety of housing development and redevelopment types throughout the City.

Policy H-1.2.1: <u>C</u>eontinue to provide incentives for the development of new dwelling units in situations where housing needs are not being adequately met by the private sector with special emphasis on the elderly, handicapped, very low to moderate income and workforce households. These incentives could include density bonuses, donation of City-owned property, payment of utility connections and impact fees, assistance with obtaining financing from local lending institutions, and expedited permitting.

Policy H-1.2.2 Encourage the efficient use of existing housing by promoting rehabilitation and adaptive re-use of non-residential buildings.

Policy H-1.2.3: Encourage the efficient use of infrastructure by focusing well-designed new and redeveloped housing on vacant, infill or underdeveloped land.

### GOAL H-2: Sufficient quality affordable housing to support the needs of present and future residents.

Objective H-2.1: Identify very low, low, moderate income and workforce housing needs and provide safe, decent and sanitary housing for existing and future residents at a

sufficient volume and variety and at an affordable price range as defined in Chapter 420, Florida Statutes.

Policy H-2.1.1: <u>'sHousing</u>Conduct a periodic <u>annual</u>-housing needs assessment plan to determine actual housing needs for very low, low, moderate income and workforce households.

Policy H-2.1.2: Continue to provide information about and pursue state and federal sources of funding designated for very low, low, and moderate income housing.

Policy H-2.1.3: Continue to work to improve the conditions of the housing stock by applying for and utilizing funds available through federal and State grants and programs.

Policy H-2.1.4: <u>Continue to distribute applicable Federal and State funds for</u> housing assistance throughout the City to provide for a wide variety of neighborhood settings<u>and housing choices</u> for <u>very low</u>, low and moderate income families <u>while avoiding</u> undue concentration in any given neighborhood.

Policy H-2.1.5: Research the possibility of obtaining dwelling units through donation, tax deed, purchase or other relevant means of acquisition for the purpose of making them available to low and moderate income families

Objective H-2.2: Continue to participate in the Community Development Block Grant Program to rehabilitate substandard owner-occupied housing units within the City in order to maintain existing residential neighborhoods.

Policy H-2.2.1: Continue to designate areas with high incidences of substandard dwelling units and low overall incomes as identified by census tract and other identified areas for timely and efficient rehabilitation activity and program implementation.

Policy H-2.2.2: Continue to provide temporary housing to households having their homes rehabilitated under the CDBG single-family owner-occupied housing rehabilitation program.

Objective H-2.3: Coordinate with other housing providers to foster efficient collaboration and provision of affordable housing.

Policy H-2.3.1: Continue to strive for a high level of intragovernmental and intergovernmental coordination between the City of Pensacola, Escambia County, and other public and private housing providers for all housing assistance efforts for very low, low and moderate income families.

Policy H-2.3.2: Coordinate with the major housing agencies in the area in developing, promoting, and maintaining housing counseling and training services to aid low and moderate income families in finding and maintaining housing compatible with their needs and income capabilities.

Policy H-2.3.3: Continue to implement regulations that are compatible with region-wide regulations for the allocation of very low, low and moderate income housing as stated in the Northwest Strategic Regional Plan Policy, and coordinate with Escambia County to provide for consistency in housing policies, regulations, and incentives.

Policy H-2.3.4: Continue to support the efforts of the Area Housing Commission by having City Council representation on their commission, and assisting in their efforts to locate and develop sites and housing programs for very low, low, and moderate income families.

Objective H-2.4: Encourage and facilitate the creation of quality affordable housing throughout the City.

Policy H-2.4.1: Continue to coordinate, support, and encourage attempts of private enterprises, non-profit groups, and civic organizations to build attractive, quality new dwelling units for households across the full spectrum of income ranges and for those with special needs.

Policy H-2.4.2: Encourage new housing units available to low and moderate income persons by lowering the cost of developing such units through incentive programs to the developers and applying for and utilizing available and eligible federal and state housing programs designed to assist low and moderate income families.

Policy H-2.4.3: Continue to initiate new, and support existing, public or public/private partnership for the provision of new rental units and new owner-occupied housing units for very low, low and moderate income households.

Objective H-2.5: Develop innovative programs and policies to create and preserve sustainable affordable housing.

Policy H-2.5.1: Continue to establish partnerships with local lending agencies that will explore, develop and promote creative ways of financing owner occupied housing for low and moderate income families, the improvement of substandard units and the development of standard ones. All agencies involved in the provision of affordable housing within the City are invited to participate in this "partnership."

Policy H-2.5.2: Encourage the replacement of obsolete public housing units with a quality mixture of for-sale and mixed-income rental properties with supportive services on site.

Policy H 2.6.3: Encourage The City shall Develop and implement inclusionary zoning standards for the provision of quality affordable housing in areas where it is determined that the demand for housing affordable to low, moderate and workforce families has not been addressed by the local market. Such inclusionary standards shall include provisions for new residential construction or the payment of a fee in lieu (existing Policy 1.1.8 and EAR)

Policy H-2.5.3: Encourage affordable housing through the exploration of innovative design and regulations in the Land Development Code.

<u>Policy H-2.5.4:</u> <u>Continue to offer incentive for infill housing development</u> through its liens waiver policy for affordable housing.

Policy H-2.5.5: Present a periodic progress report in creating and preserving sustainable affordable housing to the Planning Board of the City of Pensacola and the Mayor.

# **GOAL H-3:** A range of housing options to support the spectrum of a diverse and vibrant population.

Objective H-3.1: Encourage a variety of quality housing types to meet the needs, financial abilities and preferences of present and future Pensacola residents.

Policy H-3.1.1: Encourage the provision of quality affordable housing in areas where it is determined that the demand for housing affordable to low, moderate and workforce families has not been addressed by the local market.

Policy H-3.1.2: Continue to provide for different intensities of attractive single family development to reflect differences in the existing and desired character of single family areas across the City.

Policy H-3.1.3: Continue to permit and encourage accessory dwelling units in appropriate residential zoning districts, subject to regulations designed to limit impacts and protect neighborhood character, in order to create attractive and affordable rental opportunities and provide greater flexibility for homeowners.

Policy H-3.1.4: Support mixed-income housing developments including quality, affordable, rental or for-purchase workforce housing, especially along transit lines in the inner city and urban core.

Policy H-3.1.5: Encourage mixed-income rental housing that allows both marketrate and subsidized units of equal quality and aesthetic appeal in the same development.

Policy H-3.1.6: Continue to allow residentially designed manufactured home units on individual lots in the R-1A, R-2A, R-NC, C-1, C-2, and C-3 zoning districts and as a conditional use in the R-1AA zoning district. Residentially designed manufactured home units shall be permitted in approved mobile home parks existing as of May 1, 1991, and in approved manufactured home parks. Standard design manufactured home units shall be permitted in approved mobile home parks existing as of May 1, 1991, and in approved manufactured home parks.

Policy H-3.1.7: <u>Continue to</u> identify opportunities and encourage redevelopment and attractive infill development that maintains the single-family character of an area, but allows for a greater range of residential housing types, i.e. garage apartments, cottages, tandem houses.

Policy H-3.1.88: Explore the creation of an independent not-for-profit entity to perform land trust and land banking activities to preserve and promote a range of housing options.

Objective H-3.2: Promote a range of housing options to support the population throughout all life stages and capabilities.

Policy H-3.2.1: Improve the balance in the City's population by attracting a proportionate share of the region's families with children through appropriate housing options in order to encourage stabilized neighborhoods and a vital public school system.

Policy H-3.2.2: Facilitate people who are aging to remain in their own neighborhoods and homes as their needs change by supporting shared housing, accessory dwelling units, adult foster homes, and other assisted residential living arrangements.

Policy H-3.2.3: Encourage the development of housing accessible to people with physical limitations and the adaptation of existing homes to improve accessibility for people of all ages and capabilities.

Policy H-3.2.4: Support and technical assistance shall be given through intergovernmental coordination to handicapped service organizations within the City to help provide them with the infrastructure and public facilities necessary to support and encourage independent living for clients of their programs.

Policy H-3.2.5: Continue to include measures in the Land Development Code that assure that group homes and foster care facilities can be developed in residential zones in proximity to convenient support services in accordance with federal, state and local regulations.

Objective H-3.3: Recognize the importance of housing to economic development efforts, and encourage the provision of a wide variety of housing types that support the retention, expansion and creation of desirable employment opportunities and a competitive workforce.

Policy H-3.3.1: Support housing development by considering the cumulative impact of City regulations on the protection and improvement of existing housing and on the ability of housing developers to provide quality under-represented housing types that are affordable to and appeal to the full spectrum of the workforce.

Policy H-3.3.2: City ordinances, codes, land development regulations and the permitting process shall be reviewed from time to time and amended, where necessary, for the purpose of eliminating excessive requirements in order to increase private sector participation in meeting housing needs.

Policy H-3.3.3: Allow an exemption from concurrency, pursuant to F.S. 163.3180, for certain affordable workforce housing units developed consistent with s.380.0651(3).

Policy H-3.3.4: Continue to provide expeditious and timely review of development and permit applications.

Policy H-3.3.5: Continue to work to reverse the declining residential population of the City, both in total number as well as in diversity of age, education attainment and working status. promote a variety of housing development that will support and increase a diverse residential population.

Objective H-3.4: Promote context-appropriate residential <u>re</u>development in the downtown, urban core and inner-city areas.

Policy H-3.4.1: Promote and encourage the use of higher density within the downtown and inner city to creating sufficient mass to establish cohesive residential neighborhoods.

Policy H-3.4.2: Support downtown mixed-use development consistent with the Goals of the Comprehensive Plan's Land Use Element and CRA Downtown Master Plan strategies.

Policy H-3.4.3: Encourage utilization of vacant upper floors in the downtown business district for residential development for loft and non-suburban style apartments.

Policy H-3.4.4: Encourage production of high quality multi-family rental and forsale units such as apartments, condominiums or co-ops and single family attached units such as townhouses and rowhouses in the downtown area at rents and prices affordable to the majority of younger professionals, empty nesters and urban families with above moderate, but below upper level incomes through development incentives.

Policy H-3.4.5: Physically revitalize and modernize inner-city neighborhoods by providing appropriate incentives for mixed-income home ownership opportunities combined with multi-family rental units and retail space that reflect traditional neighborhood design.

# GOAL H-4: Vibrant, stable neighborhoods that represent the unique diversity of Pensacola's past, present, and future.

Objective H-4.1: Maintain the stability of existing neighborhoods while expanding opportunities for housing choices.

Policy H-4.1.1: Encourage conservation, where appropriate, of the existing supply of standard housing by continued code enforcement and demolition of deteriorated structures which are beyond repair.

Policy H-4.1.2: Continue to encourage private investment in the conservation of residential structures within the City limits.

Policy H-4.1.3: Continue to encourage revitalization of neighborhoods not designated as a formal "historic district" and provide adequate control over the new development and redevelopment by establishing development guidelines that will maintain the aesthetic quality of the area. These guidelines will be included in a Land Development Code amendment.

Objective H-4.2: Increase opportunities for new housing development while balancing the equally important objective of ensuring that new development is compatible with neighborhood character.

Policy H-4.2.1: In order to maintain a consistent and appealing character in residential areas, seek to ensure through development standards that new and converted structures are aesthetically compatible with existing development and reflective of the character of that development in terms of scale, open space, setbacks, siting and unit orientation.

Policy H-4.2.2: Promote denser, but still human-scaled neighborhoods by permitting multifamily building types with height limits and development standards that promote a strong relationship between individual dwellings and the ground level.

Policy H-4.2.3: Physically revitalize and modernize inner city neighborhoods by providing appropriate incentives for mixed income home ownership opportunities combined with multi-family rental units and retail space that reflect traditional neighborhood design.

Objective H-4.3: Preserve and enhance the unique identities and character of housing in traditional or older neighborhoods.

Policy H-4.3.1: Encourage the rehabilitation and maintenance of existing sound housing to conserve physical assets that contribute to a neighborhood's desired character.

Policy H-4.3.2: Encourage housing design that supports the conservation, enhancement and continued vitality of areas of the City with special scenic, historic, architectural or cultural value.

Policy H-4.3.3: In addition to exploring the development of "special district" ordinances, the City shall continue to provide ordinances to preserve neighborhood character and viable housing stock with the support of public agencies and neighborhood-based organizations.

Objective H-4.4: Redevelopment of the housing stock in distressed and deteriorated neighborhoods.

Policy H-4.4.1: Maintain housing quality by encouraging the revitalization of housing stock to meet minimum building construction standards that exceeds minimum construction standards.

Policy H-4.4.2: Promote housing opportunities that build a sense of community and neighborhood pride through quality design and aesthetic appeal.

Policy H-4.4.3: Continue to enhance the quality of the design of new infill residential development.

Objective H-4.5: Quality schools at the heart of that support vibrant, attractive neighborhoods.

Policy H-4.5.1: Recognize the interconnected importance of quality neighborhood school retention in larger with community economic development, neighborhood stability, diversity and sustainability efforts.

Policy H-4.5.1: In partnership with other agencies, encourage the maintenance and improvement of urban schools to preserve and enhance neighborhood quality and vitality.

Policy H-4.5.2: Support the viability of urban schools by encourageing residents and families to locate or remain in underutilized urban school districts.

Policy H-4.5.3: Utilize, where appropriate, homeownership and rehabilitation incentives to attract families to underutilized school districts, <u>including incentives</u> to the private sector to maintain a housing production capacity sufficient to meet the needs of workforce <u>families</u>.

# GOAL H-5: Sustainable, environmentally-friendly neighborhoods that enhance the City's livability.

Objective H-5.1: Encourage the greatest concentration of housing in areas with convenient access to transit, a mix of activities, a range of residential services and amenities and opportunities to live within walking distance of employment.

Policy H-5.1.1: Encourage "walkable," mixed-use, mixed-income communities that offer a variety of services, multiple housing options and diverse residents to create a stimulating urban lifestyle.

Policy H-5.1.2: Encourage economic development, retail opportunities and incentives for the downtown CRA and inner-city redevelopment districts to support a vibrant urban living experience.

Policy H-5.1.3: Continue to support low-impact home-based businesses and "cottage industries" in mixed-use districts and residential areas while ensuring that those proposed for residential areas do not negatively impact residential neighborhoods.

Policy H-5.1.4: Promote a residential development pattern with increased availability of housing at densities that promote walking and transit use near employment concentrations, residential services and amenities.

Objective H-5.2: Ensure that new residential development is consistent with the environmental capacity of the site and the character of the surrounding area.

Policy H-5.2.1: Continue to utilize flexible development options, including cluster development, to preserve the environmental integrity and viability of the site and surrounding area.

Policy H-5.2.2: Foster flexibility in the division of land and the siting of dwellings and other improvements to reduce the development's impact on environmentally sensitive areas and resources.

Policy H-5.2.3: Continue to provide supporting infrastructure improvements and maintenance of leisure services facilities, such as parks and open space, available to existing neighborhoods and new housing developments.

Policy H-5.2.4: Continue to offer reduced parking requirements for housing where impacts on surrounding neighborhoods are minimal as identified in the land development code.

Policy H-5.2.5: Minimize the exposure of housing to excessive off-site environmental impacts including pollution, noise, vibration and odors associated with industrial or commercial uses through landscaping and streetscape screenings.

Objective H-5.3: Energy-efficient homes that minimize their impact on the environment while energy decreasing costs to residents.

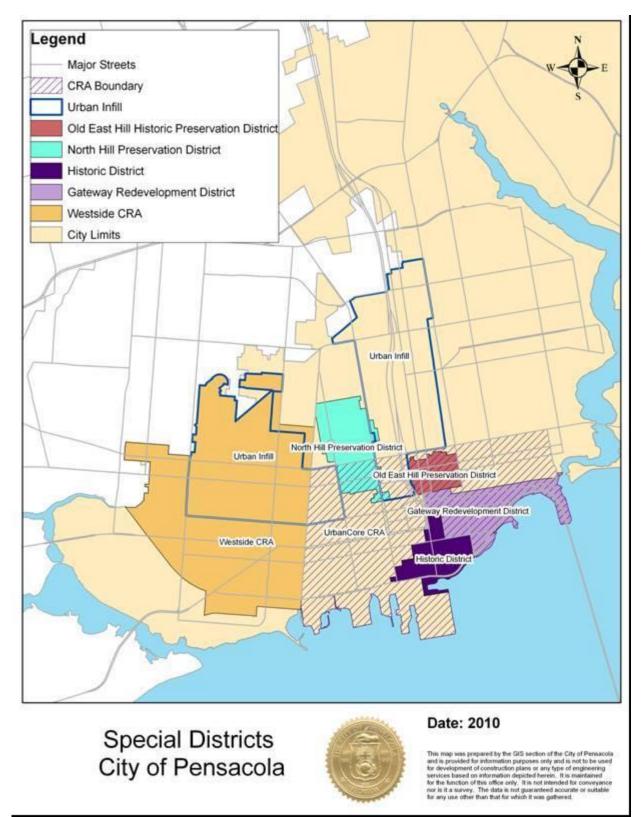
Policy H-5.3.1: Consider, where appropriate, revisions to the land development code that will support the development of energy efficient infill housing.

Policy H-5.3.2: Encourage the use of eco-friendly, "green," sustainable building standards in residential projects.

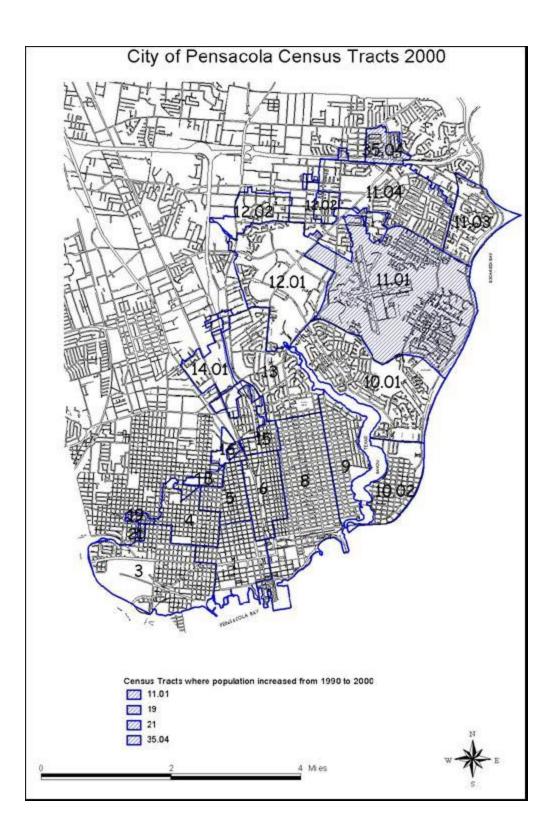
Policy H-5.3.3: Encourage the use of the most feasible, safe and energy-efficient systems and methods for constructing rental and home ownership housing to increase its useful life.

Policy H-5.3.4: For qualifying households and homes, the City shall utilize existing weatherization programs and encourage the use of energy efficiency programs available through local agencies like Gulf Power and Energy Services of Pensacola.

City of Pensacola Special Districts



City of Pensacola Census Tracts



#### **CHAPTER 4**

#### PUBLIC FACILITIES

GOAL PF-1: The City shall make provision of the necessary solid waste, sanitary sewer, <u>stormwater</u> drainage and potable water facilities for the purpose of meeting existing and projected public facility demands within the City of Pensacola.

Objective PF-1.1: The City and/or the appropriate agency shall correct public facilities deficiencies as described in the Public Facilities and the Capital Improvements Chapters of the Comprehensive Plan.

Policy PF-1.1.1: The following level of service standards shall be utilized so that development permits are issued concurrent with adequate public facilities capacity:

Solid Waste - 4.52 pounds per capita per day

Drainage - LOS A - tolerates street flooding to a depth of 3 inches or less in the gutters when the rest of the pavement is passable, and allows open or green space flooding of up to 12" as long as there is no threat to public health or safety, or permanent impediment to the intended use of the property; LOS B - tolerates flooding of entire street surface up to 4" <u>at centerline of roadway</u>; LOS C - tolerates structure flooding; based on the following design criteria:

- \* In existing developments adequate drainage capacity to accommodate run-off associated with a 3-year, 12-hour design storm for collection systems;
- In new developments adequate drainage capacity to accommodate a 25 100-year, 12 24-hour critical duration design storm (predevelopment rate) for collection systems and for retention and detention ponds. As a minimum the first 1/2 1"" of runoff must be retained on the site of the development. At the discretion of the City Engineer, retention standards may be increased beyond the 1/2 -1"" minimum retention standards and the 100-year design storm on a site specific basis.

Objective PF-1.2: The City shall participate with the Emerald Coast Utilities Authority (<u>ECUA</u>) in the preparation of the ECUA's 5-Year Capital Improvements Plan to ensure the future provision of sanitary sewer and potable water facilities.

Sanitary Sewer - No existing deficiencies identified

Potable Water - No existing deficiencies identified

Policy PF-1.2.1: The following level of service standards shall be utilized so that development permits are issued concurrent with adequate public facilities capacity:

Sanitary Sewer - 100 gallons per capita per day (gpcd) for average flow capacity and 200 gpcd for peak flow capacity.

Potable Water - 118 gallons per capita per day for Zone 1 and 146 gallons per capita per day for Zone 2.

Objective PF-1.3: The City shall:

- 1. Coordinate the extension of, or increase in the capacity of, sanitary sewer or potable water facilities with ECUA based on population projections and the development of land as described in the Future Land Use Chapter and delineated on the Future Land Use Map Series.
- 2. <u>Routinely U update the City's current Stormwater Master/Management</u> Plan, <u>dated April, 2019</u>, in order to assess need to extend or increase capacity of the municipal drainage system.

Policy PF-1.3.1: The City shall monitor and verify the availability and capacity of public facilities prior to issuing development permits so that a determination can be made as to whether adequate capacity will be available concurrent with the impacts of the development.

Policy PF-1.3.2: No City development permits will be issued for new development, which will result in increased demand on City or ECUA controlled public facilities beyond their design capacities based on adopted level of service standards, unless the necessary facilities are available concurrent with the impacts of the development.

Policy PF-1.3.3: The City shall prepare an annual summary of capacity and demands for drainage and solid waste facilities and the ECUA will prepare annual summaries of capacity and demand for sanitary sewer and potable water facilities within the City limits pursuant to the Uniform Special District Accountability Act of 1989.

Objective PF-1.4: The City shall maximize the use of existing drainage facilities through efficient and timely maintenance and shall propose an interlocal agreement with Escambia County and the ECUA, which will describe provisions under which sanitary sewer and potable water facilities will be expanded so as to discourage urban sprawl.

Policy PF-1.4.1: The following priorities shall be established in providing for public facility needs:

- 1. Correction of existing deficiencies;
- 2. Replacement of existing facilities as they deteriorate, unless these facilities are located in an area that is deemed hazardous to human safety or environ-mentally unsound; and,
- 3. Provision of future facility needs when developments comply with all other requirements of the Comprehensive Plan.

Policy PF-1.4.2: Through provisions of the proposed interlocal agreement, ECUA shall be required to upgrade, maintain and expand sanitary sewer and potable water facilities in existing developed areas in the City and the County at a higher priority than that of construction and/or expansion into undeveloped areas, especially when such expansion fosters urban sprawl.

Objective PF-1.5: The City of Pensacola has implemented, and will continue to operate, a solid waste management programs for the separation of domestic waste into recyclable and non-recyclable categories in order to reduce overall quantities of landfilled waste by 30% in accordance with Chapter 187.201(13), F.S., to the maximum extent economically feasible.

Policy PF-1.5.1: Projected solid waste landfill demands through the year 2019 will be met through the interlocal agreement with Escambia County regarding the utilization of the County's resource recovery facility.

Policy PF-1.5.2: The City of Pensacola will continue to conduct solid waste separation programs using the most feasible separation techniques.

Policy PF-1.5.3: The City will continue a public information/education campaign concerning the City's solid waste management program.

Policy PF-1.5.4: The City shall encourage the use of xeriscaping<sup>©</sup> (i.e., the use of native vegetation in its natural state by residents so that less yard waste will be generated by mowing and pruning activities) through education of City residents.

Policy PF-1.5.5: The City of Pensacola will conduct periodic studies on future solid waste management techniques.

GOAL PF-2: Provision of sanitary sewer, solid waste, drainage and potable water facilities shall be done in a manner which reasonably ensures the maintenance and integrity of environmental quality, as well as protection and maintenance of groundwater aquifer recharge areas, surface groundwater and receiving waters.

Objective PF-2.1: The City shall coordinate with the ECUA and Escambia County in efforts to reduce effluent discharge to surface water.

Policy PF-2.1.1: When considering a site for a sewage treatment plant, the City shall encourage ECUA to consider locations close to facilities, crop lands, etc., which can use the effluent generated by the plant.

Policy PF-2.1.2: The City will coordinate with the ECUA and the Escambia County Health Department to identify the location of individual septic tanks in the City for the purpose of discontinuing septic tank use and requiring utilization of the sewer collection system.

Policy PF-2.1.3: The City will review cumulative impact of new development on natural resources.

Policy PF-2.1.4: The City shall continue to monitor the implementation actions of the Escambia/Santa Rosa Coast Resources Planning and Management Committees and recommend area-wide compliance with the policies pertaining to wastewater facilities planning.

Policy PF-2.1.5: Where economically feasible, the City will support ECUA's efforts to require impact fees on developments which create a demand for additional public facilities, sufficient to finance the development's share of the cost.

Objective PF-2.2: The City shall continue to require all new development, and redevelopment where economically feasible, to protect natural drainage features and sensitive environmental resources by implementing stormwater management and erosion control practices, which comply with regulations adopted in the revised Land Development Code.

Policy PF-2.2.1: The City shall monitor stormwater management facilities on City-owned lands that are adjacent to or contain natural water systems to minimize impact.

Policy PF-2.2.2: The City shall continue to develop cooperative approaches to restoring and managing regionally significant natural systems through implementation of the recommendations from the *Escambia County/City of Pensacola Stormwater Plan* and the *Pensacola Bay System S.W.I.M. Plan*.

Objective PF-2.3: The City's Land Development Code shall be revised where necessary to assure that development, which adversely affects functioning natural systems, is minimized or prevented.

Policy PF-2.3.1: The City shall protect the hydrologic and ecologic function of estuarine systems by designating areas as Conservation Land Use Districts and through the implementation and enforcement of "Resource Protection Overlay Districts".

Overlay Zoning Districts are as follows:

- X Wellhead Protection District The purpose of this district is to avoid risks of damage to sources of drinking water by prohibiting within close proximity of public water wells certain land uses, facilities and activities which involve a reasonable likelihood of discharges of pollutants into or upon surface of ground waters.
- X Bayou Texar Shoreline protection District The purpose of this district is to establish standards which recognize and protect the environmental resources of the Bayou Texar shoreline. This district ensures the preservation of the natural buffering effect of open spaces along the shoreline for storm surge abatement and the filtering of stormwater runoff.
- X Escambia Bay Shoreline Protection District The purpose of this district is to establish standards, which recognize and protect the unique scenic vistas and environmental resources of the Escambia Bay shoreline.

Policy PF-2.3.2: The City shall continue to enforce all ordinances, which relate to drainage, stormwater management, litter, and sedimentation and erosion control.

Policy PF-2.3.3: The City shall continue to provide technical assistance for the development of non-structural approaches to stormwater drainage control.

Policy PF-2.3.4: The City shall continue to encourage use of permeable surfaces for parking lots, patios, sidewalks, driveways, etc.

Objective PF-2.4: The City shall develop a public information campaign about watershed management (either on its own or in conjunction with other applicable agencies or governmental entities).

Policy PF-2.4.1: The City shall coordinate with Escambia County, the Escambia County School Board, ECUA and the NWFWMD in funding and/or developing educational materials which will be utilized for public information purposes on watershed management.

Policy PF-2.4.2: The City shall coordinate with the Escambia County Agriculture Extension Service and/or other appropriate agencies in developing landscape design and/or urban forestry programs, which promote the preservation of native vegetation for the purpose of sedimentation and erosion control.

Objective PF-2.5: The City of Pensacola shall coordinate with the County, the ECUA and the NWFWMD to promote water conservation through identifying methods of reducing sanitary sewer flows and pumping of potable water.

Policy PF-2.5.1: The City shall coordinate with the Emerald Coast Utilities Authority (ECUA) to develop a public information campaign concerning water conservation.

Policy PF-2.5.2: The City shall coordinate with Escambia County, the Escambia County School Board, ECUA and the NWFWMD in the continued funding and/or development of educational materials which will be utilized for public information purposes on water conservation.

Policy PF-2.5.3: The City shall coordinate with Escambia County, the Escambia County School Board, ECUA, and the NWFWMD in researching all funding mechanisms which are available for establishing a water conservation campaign.

Policy PF-2.5.4: The City shall continue to enforce codes and ordinances requiring water-saving devices in new and rehabilitated construction and encouraging or requiring use of permeable surfaces for parking lots. The City shall consider incentives for developments, which utilize water conservation technology, not to exclude energy conservation technology such as water-sourced heat pumps.

Policy PF-2.5.5: The City shall coordinate with ECUA in studying the development of irrigation systems, which utilize water sources other than the groundwater aquifer for City-owned building sites, recreational sites or public rights-of-way.

Policy PF-2.5.6: The City shall coordinate with the Escambia County Agriculture Extension Service and/or other appropriate agencies in developing landscape design and/or urban forestry programs, which promote the use of indigenous vegetation for the purpose of conserving water used for irrigation. This coordination may be either in the form of shared funding or manpower.

Objective PF-2.6: The City shall continue to enforce its Land Development Code regulations protecting the function of the Sand and Gravel Aquifer.

Policy PF-2.6.1: The City shall utilize maps contained in the *Wellhead Protection Area Delineation In Southern Escambia County, Florida, Water Resources Special Report 97-4, December 1997*, prepared by the Northwest Florida Water Management District, as may be amended, and included by reference, to identify wellhead protection areas around existing water wells and shall continue to cooperate with the Emerald Coast Utilities Authority in reviewing land use regulations within these areas. Policy PF-2.6.2: The City shall protect all water recharge areas within the City through enforcement of all existing ordinances adopted in the Land Development Code, including but not limited to the following:

- 1. Open space requirements;
- 2. Amount of impervious surfaces permitted in critical water recharge areas;
- 3. Stormwater management;
- 4. Erosion control; and
- 5. Landscaping and vegetation protection.

Objective PF-2.7: The City shall continue to cooperate in developing a hazardous waste management program in coordination with State and County governments and agencies for the proper collection, storage, disposal and transport of hazardous wastes generated within the City.

Policy PF-2.7.1: The City shall continue to respond to all hazardous materials incidents in the City in compliance with Title III of the Superfund Amendment and Re-authorization Act of 1986 and the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act of 1988.

Policy PF-2.7.2: The City shall promote the use of scheduled amnesty days for the appropriate collection of hazardous wastes.

Policy PF-2.7.3: All industries with hazardous wastes shall be required to develop a spill clean-up plan, provide storage facilities for hazardous wastes generated on site, and provide for safe transport of any hazardous waste.

Policy PF-2.7.4: The City shall coordinate with County, State and Federal agencies in the development and compliance of hazardous waste management programs.

Policy PF-2.7.5: The City shall regulate the use and disposal of hazardous materials and wastes within critical aquifer protection areas and within wellhead protection zones.

### GOAL PF-3: The City shall encourage the use of energy efficient and environmentallybeneficial activities and products for public facility use.

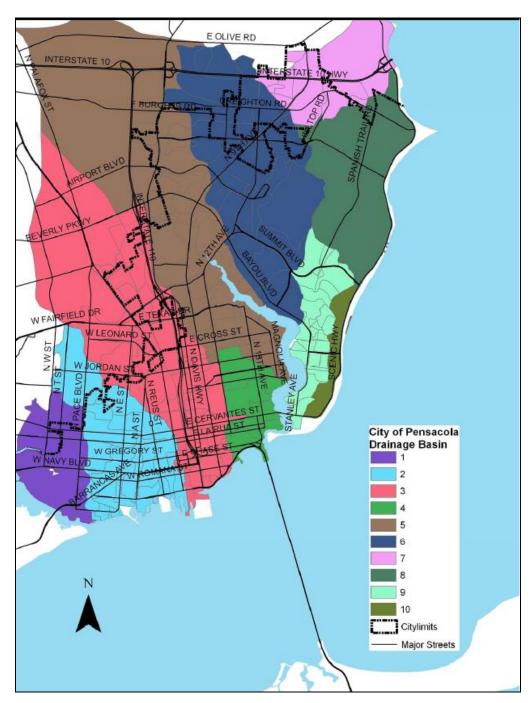
**Objective PF-3.1**: The City shall encourage construction of new facilities and purchase of equipment to be used with environmentally beneficial equipment.

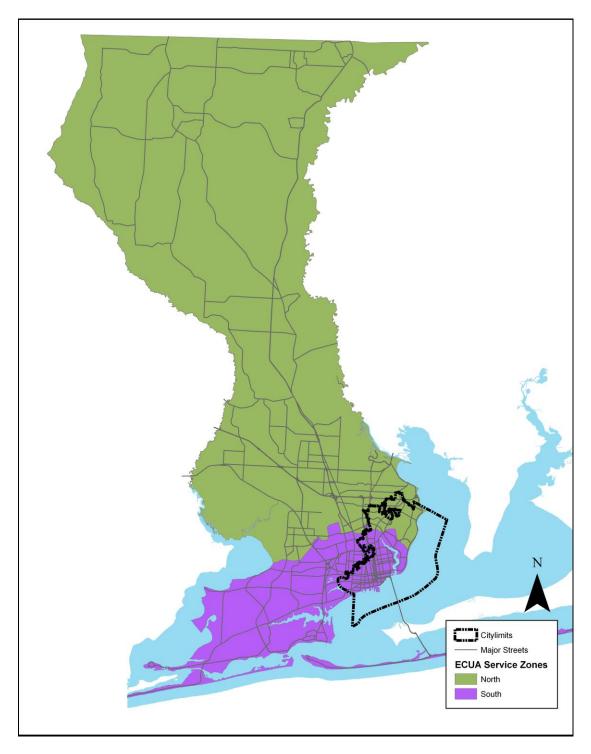
**Policy PF-3.1.1**: The City shall encourage all new public facilities to be constructed utilizing energy and resource efficient techniques and systems

including benchmarks from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Green Building Rating Systems. The City shall also encourage LEED certification where appropriate and feasible.

**Policy PF-3.1.2**: The City shall exclusively purchase environmentally-beneficial equipment such as Energy-Star qualified products when cost feasible.

City of Pensacola Drainage Basins





Emerald Coast Utility Authority Service Zones

#### **CHAPTER 5**

#### COASTAL MANAGEMENT

GOAL CM-1: The City shall manage the coastal system natural resources within the City limits in a manner that will maintain or enhance environmental, recreational, historic and economic qualities, protect human life, and limit public expenditures in coastal areas.

Objective CM-1.1: The City shall encourage shoreline development of those land uses which are dependent on or related to access to the water.

Policy CM-1.1.1: Shoreline development in Coastal High Hazard Area (CHHA) shall be prioritized as follows to the maximum extent feasible

- A. Water dependent uses
  - 1. Commercial
  - 2. Light industrial
- B. Water related recreation
- C. Residential
- D. Commercial

Policy CM-1.1.2: All City owned or City financed waterfront development, except for industrial uses, shall provide for public waterfront access.

Policy CM-1.1.3: The City shall encourage and coordinate in the development of additional marina facilities and fishing piers provided they meet the following criteria:

- \* The use is compatible with surrounding land uses.
- \* Upland support services are available.
- \* A hurricane contingency plan is in place.
- \* The water quality concerns have been addressed.
- \* A plan is in place for mitigation actions in the event that the environment is adversely affected.
- \* The economic need and feasibility for the facility have been established.

Policy CM-1.1.4: The City shall continue to provide for the siting of waterdependent and water-related uses through the zoning guidelines of the appropriate land use districts.

Policy CM-1.1.5: The City shall continue to utilize and develop its deepwater port, coordinating the port's activities with other City, County, regional, state and federal agencies in the following areas: transportation, land use, natural and manmade hazards, protection of natural resources. Policy CM-1.1.6: The City shall enhance the urban waterfront through proper land use planning, the public acquisition of land for parks and open space, and the establishment of downtown waterfront pedestrian connections.

Objective CM-1.2: The City shall limit public expenditures that subsidize development in the Coastal High Hazard Area (CHHA) except for restoration or enhancement of natural resources.

Policy CM-1.2.1: The Coastal High Hazard Area (CHHA) will be the area seaward of the elevation of the Category 1 storm surge line as established by a Sea, Lake and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.

Policy CM-1.2.2: Public funds shall be expended in the CHHA only in developments: that comply with residential densities adopted in this plan that will produce no adverse affects to the surrounding land uses or the environment without approved mitigation plans; and/or, that would further open up the waterfront to public access.

Policy CM-1.2.3: The City shall take whatever actions that are necessary so that all public facilities located near the City's shoreline or in the CHHA are resistant to storm events and meet all the building standards for the hurricane-force winds and floods.

Objective CM-1.3: In accordance with the City's land development code, the City shall continue to direct high density population developments away from the City's CHHA.

Policy CM-1.3.1: Future residential land use in the CHHA shall be limited to the following densities by location:

- \* Low density along Escambia Bay north of Hyde Park Road and south of Gadsden Street, and along both shores of Bayou Texar.
- \* Medium density along Pensacola Bay (except for the Historic District), and along Bayou Chico.
- \* High density Historic District.

Policy CM-1.3.2: Future residential land use developments in the dense business area constructed in the CHHA shall be limited to medium density (18 or fewer residential dwelling units per acre). Allowable density above the medium density limit established by future land use category may be transferred to portions of the development site outside the CHHA.

Objective CM-1.4: The City shall provide, and if necessary increase, public access to available shoreline consistent with estimated need.

Policy CM-1.4.1: The City will limit vacations of public rights-of-way to maintain the public access to shorelines.

Policy CM-1.4.2: The City will continue to work with Escambia County to maintain and increase shoreline access to the public.

Policy CM-1.4.3: The City shall review and enforce the public access requirements of the Coastal Zone Protection Act of 1996.

Policy CM-1.4.4: The City shall coordinate land use plans for shoreline access to include proper circulation routes and parking facilities necessary for the particular locations and uses.

Policy CM-1.4.5: The City shall coordinate with the Escambia County Transit System for provision of public transportation to shoreline facilities.

Policy CM-1.4.6: The City shall promote public access and increase overall connectivity between existing neighborhoods and Pensacola Bay.

Objective CM-1.5: The City shall allow development in the CHHA only if it will not create a deficiency in the adopted minimum levels of service.

Policy CM-1.5.1: Level of service standards in the CHHA shall be consistent with those of the rest of the City.

Policy CM-1.5.2: The City shall take all appropriate steps to provide that funding for infrastructure will be phased to coincide with the demands generated by development or redevelopment in the CHHA provided the development meets all the requirements of density and use set forth in the Future Land Use Plan and is consistent with coastal resource protection and safe evacuation.

Objective CM-1.6: The City shall coordinate with State, regional and county agencies in evaluating major evacuation routes and determining where operational improvements can be made to maintain or reduce hurricane evacuation times and shall work with the Civil Defense and Red Cross in identification and provision of adequate emergency shelter.

Policy CM-1.6.1: In the event of a natural disaster, the City shall respond to the instruction and guidance of the Escambia County Civil Defense office and follow the recommendations from the *Tri-State Hurricane Evacuation Study* for evacuation procedures.

Policy CM-1.6.2: The City shall periodically review the natural disaster plan, taking into consideration the capacity of evacuation routes as compared to the predicted population density listed in the Future Land Use Plan Element and other publications relating to natural disaster planning.

Objective CM-1.7: The City will update post-disaster redevelopment plans based on building and construction regulations, city codes, and intergovernmental reports in coordination with Escambia County in order to minimize or eliminate the exposure of human life and property to natural disaster hazards, as necessary.

Policy CM-1.7.1: The City will enforce and/or establish any necessary building and development codes to minimize damage to human life and property from a natural disaster.

Policy CM-1.7.2: The City will continue to participate in the National Flood Insurance Program.

Policy CM-1.7.3: Following a natural disaster, the City will seek Federal Acquisition and donation of properties along CHHA that have been damaged beyond repair, provided for by section 1362 of the NFIP.

Policy CM-1.7.4: The City shall identify all areas needing redevelopment to reduce or eliminate unsafe conditions and inappropriate uses in the CHHA.

Policy CM-1.7.5: The Post-Disaster Redevelopment Plan shall establish policies for the following: differentiating between repair and clean-up actions which are needed to protect public health and safety and those actions which constitute long-term repair and redevelopment activities; practices for removal, relocation or structural modification of damaged infrastructure and unsafe structures; limiting redevelopment in areas of repeated damage; and incorporating recommendations of interagency hazard mitigation reports into the local Comprehensive Plan.

Policy CM-1.7.6: The City shall develop regulatory or management techniques for general hazard mitigation including regulation of: beach alteration; stormwater management; and sanitary sewer facilities.

Policy CM-1.7.7: The City shall incorporate the recommendations of the hazard mitigation annex of the local peacetime emergency plan and applicable existing interagency hazard mitigation reports.

### GOAL CM-2: The City shall ensure the highest environmental quality feasible, the City will seek to conserve, protect, and properly manage its natural resources.

Objective CM-2.1: The City shall protect, conserve or enhance coastal wetlands, living marine resources and wildlife habitat.

Policy CM-2.1.1: The City shall limit the specific and cumulative impacts of development and redevelopment which will have adverse effects on wetlands, water quality, wildlife habitat, living marine resources and beach systems by prohibiting these developments unless mitigation actions are specified or by withholding public funds from these projects.

Policy CM-2.1.2: By the year 2021, the City shall restore or enhance disturbed or degraded natural areas for City-owned property including beaches, estuaries, wetlands, shoreline ecosystems, and drainage systems and shall establish programs to mitigate future disruptions or degradations.

Policy CM-2.1.3: The City shall establish standards for new development adjacent to wetlands to reasonably assure that the quality and quantity of their stormwater discharge does not adversely impact the physical and/or ecological features of those habitats.

Policy CM-2.1.4: With respect to acquisition, the City, where feasible, shall protect, conserve, or enhance coastal wetlands, living marine resources and wildlife habitat unduly threatened by development through establishment of public or private conservation easements or other available means as deemed appropriate.

Objective CM-2.2: The City shall maintain and improve estuarine environmental quality.

Policy CM-2.2.1: The City shall coordinate with Escambia County and the City of Century through the existing interlocal agreement to conduct stormwater management plans which will provide recommendations for preventing estuarine pollution, controlling surface water runoff and protecting living marine resources.

Policy CM-2.2.2: The City shall review and contribute to any updates of the Comprehensive Plans in surrounding jurisdictions and other policy plans that would affect implementation of local estuarine protection goals.

Policy CM-2.2.3: With respect to acquisition, the City, where feasible, shall protect, conserve, or enhance estuarine environmental quality unduly threatened by development through establishment of public or private conservation easements or other available means as deemed appropriate.

Policy CM-2.2.4: The City shall work with local organizations, regional, state agencies to establish procedures to protect and increase the water quality near existing shorelines.

Objective CM-2.3: The City shall reasonably assure that impacts of man-made structures on beach systems are minimal.

Policy CM-2.3.1: Construction in the CHHA shall conform to regulations set forth in the Land Development Code for floodplain management.

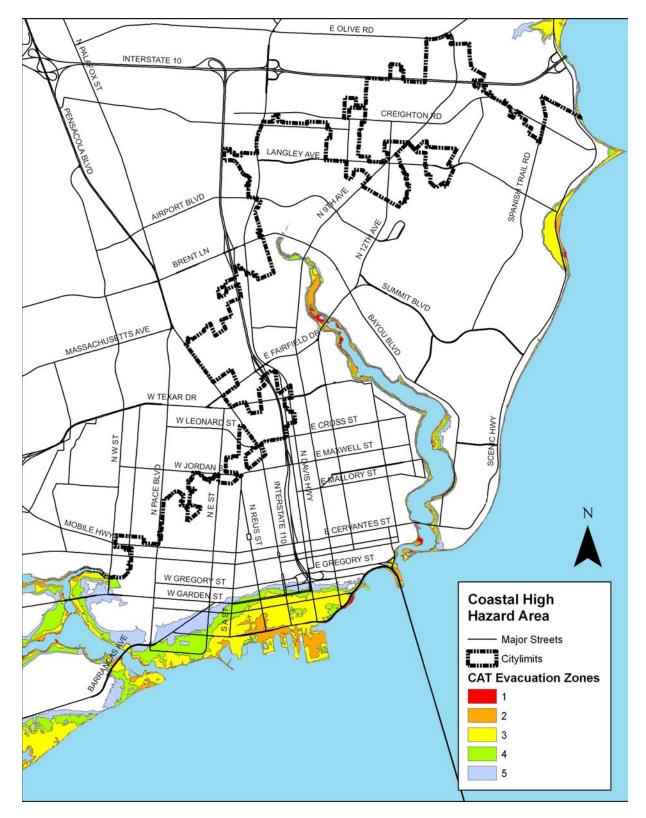
Objective CM-2.4: The City shall coordinate with the West Florida Historic Preservation, Inc. and other appropriate agencies in the protection, preservation or sensitive reuse of historic resources.

Policy CM-2.4.1: The City shall continue to support the Historic Pensacola Preservation Board in its efforts to identify historic sites and register them with the proper agencies.

Policy CM-2.4.2: Through historic zoning district guidelines and building codes, the City shall continue to establish controls for safe construction practices and for retaining the character of development within the districts.

Objective CM-2.5: The City shall continue to discourage off shore oil and gas drilling in the coastal areas of North Florida, and the City shall continue to demand accountability for clean-up of any leaks or spills of oil or oil products as well as other contaminants and pollutants.

Policy CM-2.5.1: The City shall continue to cooperate with other local and state agencies in opposition to the leasing of coastal area waters for offshore oil and gas drilling through appropriate actions. Further, the City shall cooperate with local, state and federal agencies in the clean-up efforts following the Deepwater Horizon oil spill and any other oil leak or spill as well as other contaminants and pollutants that affect waterways within the city limits.



City of Pensacola Coastal High Hazard Areas

#### CHAPTER 6

#### CONSERVATION AND SUSTAINABILITY

## GOAL C-1: The City of Pensacola will seek to properly manage and protect the environment and its natural resources to the highest level possible.

Objective C-1.1: The City will work with the appropriate agencies to preserve and protect air quality within the City and the Pensacola Urbanized Area to meet ambient air quality standards as currently required by the Florida Department of Environmental Protection (FDEP).

Policy C-1.1.1: The City shall support and cooperate with Escambia County, FDEP, and FDOT in monitoring air pollution sources in the area.

Policy C-1.1.2: The City shall ensure that new industrial development is located in compatible land use areas where impact on air quality can be monitored and minimized.

Policy C-1.1.3: The City shall reduce automobile emission pollution by:

- a. Improving traffic flow patterns.
- b. Encouraging carpooling, the "ride-share" program, and other mass transit options.
- c. Encouraging buffer vegetation along arterial roadways and residential areas.
- d. Developing bicycle paths and pedestrian walkways within the City to encourage use of "clean" transportation.
- e. Encourage efforts to require compliance with emission standards.

Policy C-1.1.4: The City shall continue to enforce City regulations which prohibit or restrict the practice of open fire burning within the City.

Objective C-1.2: The City shall, through its land development regulations, protect, to the maximum extent feasible, all ecologically significant plant and animal communities identified by the U. S. Fish and Wildlife Service, the Florida Game and Fresh Water Fish Commission and other governmental and non-governmental agencies.

Policy C-1.2.1: The City shall take into consideration endangered or threatened plant and animal species, habitat conditions, occurrences and disturbances, in reviewing development proposals.

Policy C-1.2.2: The City shall require that development proposals upon request include a survey for endangered and threatened plant or animal communities utilizing information provided by the Florida Natural Areas Inventory indicating

that no such plant or animal communities occur or are likely to occur with the goal that no documented endangered or threatened natural vegetative or animal communities are destroyed.

Policy C-1.2.3: In areas where protected resources or unique vegetative communities are anticipated or documented, utilizing data information provided by the Florida Natural Areas Inventory development plans shall include an inventory of these resources and vegetative communities.

Policy C-1.2.4: The Land Development Code shall ensure reasonable protection of indigenous tree species, and where degradation has occurred, restoration shall take place by planting native species.

Policy C-1.2.5: The City shall adopt regulations which require the responsible party to mitigate impacts where degradation of environmentally sensitive areas, as defined in 9J-5.003(41), F.A.C., occurs as a result of development activities (cost to be incurred by the proposed development affecting the environmentally sensitive areas).

Policy C-1.2.6: The City will study the design of low-impact parks at Carpenter Creek and Gaberonne Swamp using native plants and other natural features that will not alter the wildlife values of the park.

Policy C-1.2.7: The City will coordinate efforts to conserve, appropriately use or protect unique vegetative communities located within more than one local jurisdiction with adjacent local governments and public or private agencies, including but not limited to the Florida Department of Environmental Protection, The Florida Fish and Wildlife Conservation Commission, and local chapters of groups such as the Sierra Club and Audubon Society.

Policy C-1.2.8: With respect to acquisition, the City, where feasible, shall protect ecologically significant plant and animal communities unduly threatened by development through establishment of public or private conservation easements or other available means as deemed appropriate.

Objective C-1.3: The City will coordinate with the County and other regional agencies to encourage a greater abundance and diversity of aquatic vegetation and fish species in Bayou Texar, Bayou Chico and Pensacola Bay.

Policy C-1.3.1: Through coordinated efforts with ECUA, the City will encourage alternative methods of gray-water discharge, such as a recycling program, reducing the volume of wastewater discharged into area waters.

Policy C-1.3.2: The Land Development Code will include provisions that require stream bank and shoreline buffer zones adjacent to surface water bodies to enhance filtration of stormwater run-off.

Policy C-1.3.3: The City will permit shoreline development only when such development would not destroy or degrade the estuarine or deepwater environment, provided it meets the following criteria:

- 1. A plan is in place for mitigation actions in the event that the environment is adversely affected.
- 2. The economic need and feasibility for the development has been established.

Policy C-1.3.4: The City, in coordination with Escambia County and the ECUA, will implement a public information program to educate residents on the type and use of pesticides that are environmentally safe.

Policy C-1.3.5: The City shall take necessary measures to reduce the quantity and improve the quality of stormwater discharged to area bodies of surface water as follows:

- 1. Implementation of the Pensacola Bay System S.W.I.M Plan recommendations.
- 2. Implementation of the Escambia County/City of Pensacola Stormwater Management Plan recommendations.
- 3. Improvements to the municipal drainage system shall be designed with appropriate water quality control techniques.
- 4. Continuing maintenance of stormwater systems will be performed in a timely and adequate manner which minimizes adverse environmental impacts.

Policy C- C-1.3.6: The City will encourage further development of artificial reefs to enhance fish populations.

Objective C-1.4: The City shall participate in the development of a hazardous waste management program, in coordination with the State and County, for the proper collection, storage, disposal, and transport of hazardous wastes generated within the City.

Policy C-1.4.1: The City shall continue to respond to all hazardous material incidents in the City in compliance with Title III of the Superfund Amendment and Re-authorization Act of 1986 and the Florida Hazardous Materials Emergency Response and Community Right-to Know Act of 1988.

Policy C-1.4.2: The City, in coordination with Escambia County and the ECUA, shall provide educational material and schedule amnesty days to provide for the

collection of hazardous wastes from City residents and small commercial and industrial hazardous waste generators.

Policy C-1.4.3: The City shall coordinate with County, State, and Federal agencies in the development and compliance of hazardous waste management programs.

Objective C-1.5: The City shall regulate future development on or near floodplain areas to reduce the exposure of human life and property to damage from natural hazards.

Policy C-1.5.1: The City shall establish limits on public expenditures and capital improvement for developments located in Coastal High Hazard Areas (CHHA).

Policy C-1.5.2: The City will actively enforce minimum building standards identified in the adopted Flood Plain Management Ordinance for construction within the 100-year flood plain.

Policy C-1.5.3: The City shall cooperate with the Federal Emergency Management Agency (FEMA) to regularly update the 100-year flood plain and to continue FEMA regulations.

Objective C-1.6: The City shall establish responsibility for the alleviation of the harmful and damaging effects of on-site generated erosion, sedimentation, runoff, and the accumulation of debris on adjacent downhill and/or downstream properties.

Policy C-1.6.1: The City shall require that no person may subdivide or make any change in the use of land or construct or change the size of a structure, except for individual single-family and duplex home construction, without first submitting a stormwater management plan to the City Engineer and obtaining a stormwater management permit from the building official.

Policy C-1.6.2: The City shall require that all land development plans include measures to minimize soil erosion in sensitive soil erosion areas. These plans should utilize native species for landscaping to the maximum extent possible.

Policy C-1.6.3: The City shall review and update its Erosion, Sedimentation, and Runoff Control ordinance as necessary.

Objective C-1.7: The quality of Pensacola's surface and ground waters should meet or exceed the minimum requirements set by the Florida Department of Environmental Protection.

Policy C-1.7.1: The City shall protect all water recharge areas within the City through enforcement of the Land Development Code, and periodic review and

Conservation and Sustainability

amendment of these regulations, as necessary, to strengthen the overall protection of water recharge areas including but not limited to the following:

- 1. Open space requirements;
- 2. Amount of impervious surfaces permitted in critical water recharge areas;
- 3. Stormwater management;
- 4. Erosion control;
- 5. Landscaping and vegetation protection.

Policy C-1.7.2: The City shall utilize maps contained in the *Wellhead Protection Area Delineation in Southern Escambia County, Florida, Water Resources Special Report 97-4, December 1997*, prepared by the Northwest Florida Water Management District, as may be amended, and included by reference, to identify wellhead protection areas around existing water wells and shall continue to cooperate with the Escambia County Utilities Authority in reviewing land use regulations within these areas.

Policy C-1.7.3: The City shall continue to coordinate its efforts with those of federal and State agencies to complete the clean-up of hazardous waste sites and abandoned dump areas to protect the groundwater from leaching.

Policy C-1.7.4: The City shall regulate, minimize or prohibit development which can be expected to cause or increase salt-water intrusion, interfere with water use rights, or pollute or damage ecosystems within the City.

Policy C-1.7.5: The City shall coordinate with the NWFWMD to prohibit the extraction of water where use exceeds the available recharge, or in areas of concern near utility wells "cones of influence".

Policy C-1.7.6: The City will continue to coordinate with the ECUA and the Escambia County Health Department to identify the location of individual septic tanks in the City for the purpose of discontinuing septic tank use and requiring future utilization of the sewer collection system.

Objective C-1.8: The City shall encourage the conservation of fresh groundwater and the reuse of existing water supplies.

Policy C-1.8.1: The City shall encourage the development of building codes that provide for the installation of water saving devices in new construction and renovation projects.

Policy C-1.8.2: The City will coordinate with ECUA to investigate the feasibility of establishing a graywater system throughout the City for irrigation and other suitable purposes.

Policy C-1.8.3: To reduce the quantity of potable water used for irrigation, the Land Development Code will include provisions encouraging the use of native vegetation for all development or redevelopment activities, whenever feasible.

Policy C-1.8.4: New development shall not be permitted unless a continual source of potable and/or non-potable water is available to meet the projected needs of the population.

Policy C-1.8.5: The City of Pensacola shall support the water management plans and water shortage plans of the Northwest Florida Water Management District through cooperation with ECUA and through enforcement of water conservation provisions.

Objective C-1.9: The City shall identify and cooperate in the protection of all endangered or threatened species by including appropriate regulations within the Land Development Code.

Policy C-1.9.1: The City shall use a current and complete inventory, prepared by other reliable sources, which includes endangered or threatened plant and animal species, habitat conditions, occurrences and disturbances, in reviewing development proposals.

Policy C-1.9.2: The City shall include regulations within the Land Development Code that prohibits any development that would destroy the habitat of endangered or threatened species, when the habitats has been identified and documented.

Objective C-1.10: The City's wetlands shall be conserved and protected, to the greatest extent feasible, from any adverse physical or hydrological alteration without proper mitigation.

Policy C-1.10.1: The City shall require review and approval of dredge and fill permits by the Florida Department of Environmental Regulation for wetlands within its jurisdiction.

Policy C-1.10.2: Where alteration of wetlands is necessary in order to allow for reasonable use of property, then the restoration of disturbed wetlands shall be provided for or additional wetland areas will be created to replace the area that was destroyed.

Policy C-1.10.3: The City shall designate the Gaberonne Swamp area owned by the City as an environmentally sensitive area to be used only for purposes of low-intensity recreation activities, with construction activities limited to those which will not disturb the natural environment pursuant to FAA approval.

Objective C-1.11: The City shall, as feasible, establish and implement a systematic plan for reforesting its urban fabric that optimizes the resources available in the City Tree Planting Trust Fund.

Policy C-1.11.1: The plan should contain an audit and condition analysis of protected trees existing on public properties, and prioritized replanting plan in roadway rights of way between specific intersections on specific roadways.

Policy C-1.11.2: The plan shall coordinate with regulations in the Land Development Code to produce aesthetic uniformity along roadways and biodiversity throughout the total urban forest, promotion of minimum tree spacing, and planting and maintenance specifications should prescribe best practices to optimized tree life.

# GOAL C-2: The City of Pensacola will seek to promote sustainable development which meets the needs of the present without compromising the ability to meet the needs of the future through the protection of the natural environment.

Objective C-2.1: The City will encourage green site development in which the design, construction, and operation promote the preservation of resources and environmentally sensitive construction practices, systems and materials.

Policy C-2.1.1: The City shall promote and encourage the construction of buildings with design by recognized environmental rating agencies including the Florida Green Building Coalition, the National Home Builder Association and the U.S. Green Building Council.

Policy C-2.1.2: The City shall establish land use regulations that provide incentives for the construction of LEED certified buildings.

Policy C-2.1.3: The City shall continue to promote, through its Land Development Code regulations, the use of Florida landscape materials that promote water conservation and the principals of Xeriscape.

#### **CHAPTER 7**

#### **RECREATION AND OPEN SPACE**

### GOAL R-1: The City of Pensacola shall ensure that all Pensacola residents have access to a wide range of recreational facilities and City Parks.

Objective R-1.1: The City will acquire, develop and maintain parks and recreational facilities to meet the needs of the city's current and projected population.

Policy R-1.1.1: The City will adopt a recreational level of service of .5 acres/1000 persons for mini-parks (at a 1/4 mile radius); 2 acres/1000 persons for neighborhood parks (at a 1/2 mile radius); 1.5 acres per 1,000 persons for community parks (city-wide radius); and, 1 acre per 1,000 persons for open space (citywide radius). Activity based level of service standards shall be adopted as follows:

Swimming Pools	1 pool/25,000 population
Tennis Courts	1 court/2,000 population
Basketball Courts	1 court/5,000 population
Baseball/Softball Fields	1 field/3,000 population
Football/Soccer/Rugby Fields	1 field/4,000 population
Golf Course (9-hole)	1 course/25,000 population
Golf Course (18-hole)	1 course/50,000 population

Policy R-1.1.2: The City will acquire and/or develop recreation sites and correct or improve existing deficiencies consistent with the Capital Improvements Element as follows:

- ✤ Baars Park- develop neighborhood park.
- Acquire land near Legion Field Develop soccer complex at Hitzman Park.
- ✤ Acquire land near Sanders Beach-Corinne Jones Center.
- Acquire property or implement interlocal agreement for Dory Miller Park.
- Acquire land or implement interlocal agreement for ball fields near "T" and "W" Streets.
- ♦ Coordinate Master Plan for Hollice Williams Park with CRA.
- Construct Community Center in Service Area 8 District 2.
- Develop Community Aquatic Center
- Develop Mallory Heights Park III.

Policy R-1.1.3: The City will periodically review demographic changes within Pensacola and <del>conduct update</del> needs assessment survey for each park service area to determine necessary equipment and services for City parks and recreational facilities.

Policy R-1.1.4: The City will reduce maintenance cost of parks and recreational facilities by using native plants for landscaping in appropriate areas.

Policy R-1.1.5: Where feasible, the City shall provide additional recreation and open space opportunities including, but not limited to, sites/facilities required to meet LOS standards, and/or sites that would further objectives to protect natural environments, through establishment of public or private conservation easements, or through other available means as deemed appropriate

Policy R-1.1.65: Where feasible in the redevelopment of existing recreation and open space sites or development of new sites, the City shall provide facilities for outdoor recreation activities, including, but not limited to, nature trails or boardwalks, interpretive displays, wildlife observation areas, or picnic areas, if applicable.

Policy R-1.1.7<u>6</u>: The City shall identify and prioritize for acquisition, properties that provide for open space amenities, especially if they are located within the urban core or provide access to scenic vistas or waterways.

Policy R-1.1.87: The City shall manage natural areas and waterfront open spaces appropriate for the resources that are contained within, or are being protected by such lands. At a minimum, this shall include removal of non-native and invasive vegetation.

Policy: R-1.1.98: The City shall strive to maintain the quality and availability of recreational facilities for residents throughout the City.

Policy: R-1.1.109: The City shall strive to ensure the quality of the recreational equipment will be provided equally to all recreational facilities in the City.

Objective R-1.2: The City will continue to analyze and improve accessibility of recreational facilities and natural resources.

Policy R-1.2.1: The City will encourage the Pensacola Transportation Planning Organization (TPO) to conduct a study of roadways adjacent to park and recreational facilities and develop a plan for a coordinated system of bicycle lanes and sidewalks/paths linking residential areas with these facilities. This system will be coordinated with plans for existing or proposed state or federal scenic highway corridors and/or greenway trail systems.

Policy R-1.2.2: The City will coordinate with Escambia County Transit System to reasonably assure, when feasible, provision of service to major recreational facilities.

#### Recreation and Open Space

Policy R-1.2.3: The City will maintain existing public access to the greatest extent possible, and if deemed feasible will increase opportunities for public access to the shoreline through establishment of public or private conservation easements or through other available means as deemed appropriate. Private property rights will be protected in providing additional public access to the shoreline.

Objective R-1.3: The City shall coordinate public and private resources to meet development and maintenance needs for recreation by execution of existing interlocal agreements with public agencies and by assistance to private resources through technical help or through co-sponsorship of activities.

Policy R-1.3.1: The City shall continue to contribute funding to the <u>Keep</u> Pensacola <u>Beautiful</u> -Escambia Clean Community Commission for the community education program they coordinate with Escambia County School Board about littering and misuse of recreational facilities and for their monitoring of the "Adopt-A-Park" program which coordinates private resources to maintain City parks and rights-of-way.

Policy R-1.3.2: The City shall continue the interlocal agreement for coordination between the City and the Escambia County School Board in the provision and maintenance of shared recreational facilities.

Policy R-1.3.3: The City shall continue to cosponsor recreational programs and events, such as the baseball/softball program and other athletic events, races and festivals, using City facilities and maintenance.

Objective R-1.4: Open space areas, which are accessible to the public for low-intensity use shall be provided through implementation of the open space requirements of the Land Development Code.

Policy R-1.4.1: The City will designate corridor open space areas for new roadways and for reconstruction of existing roadways wherever adequate rights-of-way exist.

Policy R-1.4.2: The City will accept or acquire easements and/or right-of-ways for portions of Gaberonne Swamp and Carpenter Creek from the end of Ellyson Drive north to Bayou Boulevard to protect these areas in their natural state by designating them as conservation districts.

Policy R-1.4.3: The City shall maintain open space areas by implementing Title 12 of the Land Development Code, specifically Chapter 12-2 (zoning district setback requirements) and Chapter 12-8 (subdivision regulations which require a donation of 5% of land for open space or recreation).

#### Recreation and Open Space

Policy R-1.4.4: Open space definitions and standards as described in the Recreation and Open Space Chapter of the Comprehensive Plan will be included in the City of Pensacola Land Development Code.

## GOAL R-2: The City shall continue encourage-<u>ing</u> greater usage of recreational facilities and open spaces.

Objective R-2.1: The City will pursue efforts to promote interconnectivity with existing recreational facilities and open spaces.

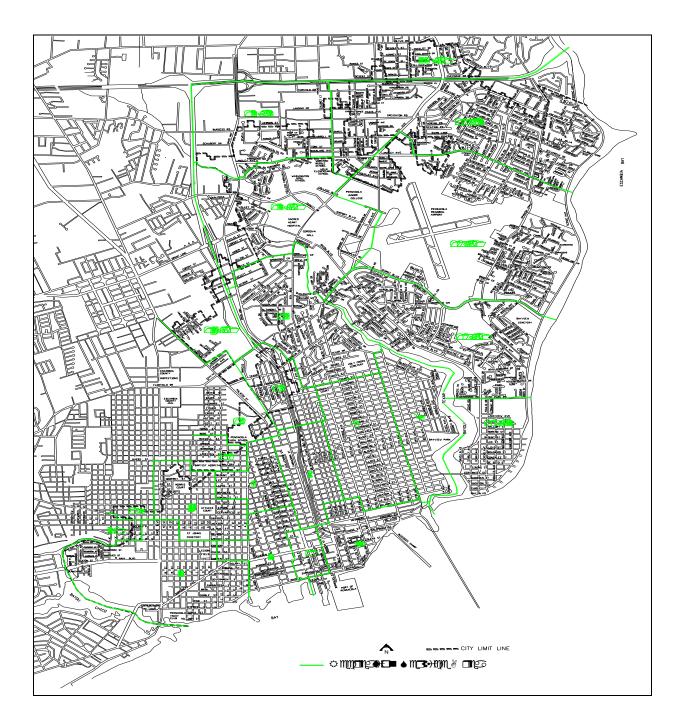
Policy: R-2.1.1: The City will review existing park locations to determine when interconnections could be established that would promote greater use.

Objective R-2.2: The City will pursue efforts to promote interconnectivity with Escambia County recreational facilities and open space with City resources.

Policy R-2.2.2: The City will <u>coordinate work</u> with Escambia County to promote the concept of interconnecting County recreational facilities and City recreational facilities to be used by residents.

Recreation and Open Space

### City of Pensacola Recreation Service Areas



#### **CHAPTER 8**

#### INTERGOVERNMENTAL COORDINATION

GOAL IC-1: The City of Pensacola shall foster and encourage intergovernmental coordination with Escambia County, other adjacent local governments, and local, regional, State and Federal agencies.

Objective IC-1.1: The City will prepare or update existing interlocal agreements with appropriate governmental entities in Escambia County to provide continued intergovernmental coordination.

Policy IC-1.1.1: The City will continue to review all existing interlocal agreements to evaluate their effectiveness and to assure that any new requirements from the Comprehensive Plan will be addressed in the agreement.

Policy IC-1.1.2: The City will prepare interlocal agreements with Escambia County and/or the ECUA to assure coordination regarding infrastructure development which affects both the City and the County.

Policy IC-1.1.3: The City will prepare an interlocal agreement with the District School Board in order to assure collaborative planning of educational facilities and infrastructure development.

Policy IC-1.1.4: The City will coordinate with the Pensacola State College and the University of West Florida in order to assure collaborative planning of infrastructure development.

Policy IC-1.1.5: The City will continue to promote compatibility with local military service.

Objective IC-1.2: The City will participate in and develop new committees or informal coordination mechanisms which will further intergovernmental coordination.

Policy IC-1.2.1: The City will assist in the development and participate in a joint City/County/ECUA coordinating committee to review future development plans with the ECUA facilities capacities.

Policy IC-1.2.2: The City will continue to participate in existing intergovernmental coordination committees (i.e., Transportation Planning Organization, Bay Area Resource Council, Chamber of Commerce) and expand some of the functions of these committees to address problem areas identified in the Comprehensive Plan.

Policy IC-1.2.3: The City shall establish a regular exchange of City Planning Board agendas and Escambia County Planning Board agendas for the purpose of providing information to each entity regarding certain issues with potential intergovernmental impacts.

Policy IC-1.2.4: The City will coordinate with Escambia County to identify potential adverse effects of development decisions made within a one-half (1/2) mile on either side of the City limits.

Policy IC-1.2.5: The City of Pensacola shall routinely review and coordinate the level of service standards with the WFRPC, TPO, DCA, DEP, FDOT and all other appropriate State, regional and local agencies in the development of each element of the Comprehensive Plan.

Policy IC-1.2.6: The City shall continue to coordinate with the WFRPC and other appropriate agencies to ensure that the impacts of development proposed in the City's plan are coordinated with adjacent local governments (i.e., expansion of marinas, airport, ports, bridges and new roads).

Policy IC-1.2.7: The City shall continue to coordinate with the School District to insure that the School Board has an opportunity to review and comment on the effect of proposed residential development, the effect of comprehensive plan amendments and rezonings on the public school facilities plan.

Objective IC-1.3: The City will continue to enforce LOS standards with Escambia County, the ECUA, and the FDOT, and to coordinate with the District School Board facilities work program.

Policy IC-1.3.1: The City will continue to annually review enforce adopted LOS standards and coordinate with the ECUA in planning for future growth.

Policy IC-1.3.2: The City will continue to enforce adopted roadway LOS standards with Escambia County and FDOT, which are consistent, particularly where roadways pass through jurisdictional boundaries.

Policy IC-1.3.3: The City will coordinate with the District School Board facilities work program, which is used to plan for future growth.

Policy IC-1.3.4: The City will coordinate population estimates and projections with the School Board at a minimum of once each year as part of the review of the DSB facilities work program (5-year plan).

Policy IC-1.3.5: In order to coordinate the effective and efficient provision and siting of educational facilities with associated infrastructure and services within the City, representative of the City and the School Board will meet by June 2000

to develop mechanisms for coordination of educational facilities planning. The City will amend the Plan by January 2001 to incorporate the coordination mechanisms developed.

Objective IC-1.4: The City shall ensure that the impacts of development proposed in the City's Comprehensive Plan are coordinated with adjacent municipalities, Escambia County, WFRPC, the State of Florida, the TPO and other appropriate agencies.

Policy IC-1.4.1: The City will coordinate comprehensive planning with local governmental agencies including the School Board, the WFRPC, the Northwest Florida Water Management District, etc. for all developments that will have a significant impact on the region.

Policy IC-1.4.2: The City will participate in the update of the *West Florida Strategic Regional Policy Plan*.

Policy IC-1.4.3: In order to coordinate the management of environmental systems that fall under the jurisdiction of more than one local government, the City shall:

- \* Monitor and evaluate updates to the *Escambia/Santa Rosa Coastal Resource Management Plan.*
- \* Participate in the Florida-Alabama TPO.
- \* Participate in the formulation of, and coordinate in the implementation of, the *Pensacola Bay System S.W.I.M. Plan* and the *Escambia County/City of Pensacola Stormwater Management Plan.*

Objective IC-1.5: The City will provide for formal or informal conflict resolution mechanisms when necessary to deal with issues of intergovernmental coordination.

Policy IC-1.5.1: The City will utilize the services of the West Florida Regional Planning Council for informal conflict mediation where appropriate.

Policy IC-1.5.2: The City will provide for joint meetings of the City Council and the County Commission to resolve issues relating to intergovernmental coordination

Objective IC-1.6: The City of Pensacola shall periodically sponsor workshops with the Escambia County School District, other units of local government, and the ECUA to discuss future expansion plans and identify any proposed land use or facility impacts.

Policy IC-1.6.1: The City of Pensacola shall annually review the master plans of the Escambia County School District, other units of local government, the WFRPC, the State, and the ECUA in the comprehensive planning process and shall advise the respective bodies concerning inconsistencies.

Objective IC-1.7: The City shall comply with Florida laws for review of annexation requests and for resolving annexation issues.

Policy IC-1.7.1: City and County staff will exchange and review data regarding levels of service and land use for areas that are being considered for annexation.

Policy IC-1.7.2: The City will consider conducting an opinion survey of any area(s) being considered for annexation to determine the feasibility of conducting a referendum prior to initiating an annexation action.

Policy IC-1.7.3: The City will coordinate with State legislators in addressing State laws concerning annexation.

## **GOAL IC-2:** The City of Pensacola shall coordinate and plan with the Escambia County District School Board for the provision of adequate and readily accessible educational sites and the timely construction of school facilities.

Objective IC-2.1: The City will cooperate with the School District in siting individual facilities in an orderly and timely manner that is responsive to alleviating overcrowding, providing special facilities, and meeting the demands of new development through, but not limited to, the following policies.

Policy IC-2.1.1: The City Planning Department will coordinate with the School District staff in the siting of school facilities throughout the City so that their location is consistent with and, to the degree possible, will further the Goals, Objectives, and Policies of the Comprehensive Plan.

Policy IC-2.1.2: The City will evaluate the ability for the co-location of public parks, public library facilities, or other public facilities as appropriate, when school sites are chosen and the development plans prepared. The technical interrelationships of the Capital Improvements Programs will in part, identify co-location/joint use opportunities.

Objective IC-2.2: The City will provide the School District an opportunity for coordinated, on-going review of the impacts of development.

Policy IC-2.2.1: The City will inform the School District of proposed amendments to the Future Land Use Map of the City.

Policy IC-2.2.2: The City will request that the School District, prior to final consideration by the School Board, formally contact the City regarding any existing school in the City that is being considered for closure, capacity change,

or programmatic change, so that the City can assess the impact of the school closure upon the community and provide formal comments if desired.

Intergovernmental Coordination

#### **CHAPTER 9**

#### **CAPITAL IMPROVEMENTS**

## GOAL CI-1: The City shall utilize development standards which will effectively maximize facilities and will provide for new facilities as growth occurs in a manner consistent with the City's Future Land Use element.

Objective CI-1.1: The City shall utilize the capital improvements element to correct existing deficiencies within the framework of the 5-year Schedule of Improvements; to accommodate desired future growth; and to replace worn-out or obsolete facilities.

Policy CI-1.1.1: The Capital Improvements Element shall include only those facility types explicitly required in Chapter J-5, FAC, which are Sanitary Sewer, Solid Waste, Drainage, Potable Water, Transportation and Parks and Recreation.

Policy CI-1.1.2: All existing deficiencies defined in the CIE shall be evaluated and necessary facilities upgraded and/or replaced utilizing the follow method for prioritizing the year the projects will be implemented:

- \* Highest priority will be given to projects which directly affect the health and safety of the public.
- \* Second priority will be given to those projects, which would be more cost-effectively undertaken with other facilities under the 5year Schedule of Improvements.

Policy CI-1.1.3: The Capital Improvement Element's 5-year Schedule of Improvements will be included in the City's Capital Improvement Program and will have priority over any other City capital needs.

Policy CI-1.1.4: Proposed capital improvements projects shall be evaluated based on their direct relationship to the Comprehensive Plan Elements and shall include consideration of:

- 1. The elimination of existing capacity deficiency;
- 2. The elimination of public hazards;
- 3. The project's financial feasibility and impact on the local budget;
- 4. The project's ability to increase the efficiency of use of existing facilities, prevent or reduce future improvement cost, provide service to developed areas lacking full service, or promote infill development; and,
- 5. Plans of state agencies and water management districts that provide public facilities within the City.

Policy CI-1.1.5: The City Manager Administrator, Chief Financial Officer, Director of Finance, Community Design & Planning Director Administrator, Public Works and Facilities Director, City Engineer Engineering Department, Parks and Recreation Leisure Services Director, Public Services & Sanitation Director, and the Port Director will serve as the internal review group for the purpose of evaluating and ranking in order of priority projects proposed for inclusion in the 5-year Schedule of Improvements. Other appropriate City officials may, from time to time, be requested to serve on the committee or provide assistance to the committee as circumstances and issues require.

Objective CI-1.2: Infrastructure improvement costs required due to increased use of existing facilities by future development will be proportionately shared by the City and the developer in order to maintain adopted LOS standards taking into account the costs associated with adequately documenting the degree to which future development is responsible for causing such improvements.

Policy CI-1.2.1: The City will implement a stormwater utility fee, if necessary, to assess costs for future drainage improvements and continue to utilize local funding and State and federal grants to adequately maintain adopted LOS standards for drainage. In addition, the City will continue to utilize local optional gas tax to fund local roadway improvements for the purpose of maintaining adopted LOS standards. The City will pursue new revenue sources and methods to fund local roadway and drainage projects.

Policy CI-1.2.2: The City shall continue to implement its program for mandatory dedications or fees in lieu of as a condition of plat approval for the provision of recreation and open space.

Objective CI-1.3: The City shall coordinate its land development process and fiscal resources with its adopted Capital Improvements schedule to ensure all development orders and building permits for future development and redevelopment will only be issued if adopted level of service standards for public facilities are maintained.

Policy CI-1.3.1: All development orders and building permits for future development and redevelopment activities shall be issued by the City only if public facilities necessary to meet the following adopted level of service standards are available concurrent with the impacts of the development.

- \* Sanitary Sewer 100 gallons per capita per day average flow. (Building and Inspections to verify)
- \* Solid Waste 4.52 pounds per capita per day. (Sanitation to verify)
- \* Drainage LOS A tolerates street flooding to a depth of 3 inches or less in the gutters when the rest of the pavement is passable, and allows open or green space flooding of up to 12" as long as there is no threat to public health or safety, or permanent impediment to

the intended use of the property; LOS B - tolerates flooding of entire street surface up to 4" <u>at centerline of roadway</u>; LOS C - tolerates structure flooding; based on the following design criteria:

In existing developments adequate drainage capacity to accommodate run-off associated with a  $\frac{310}{2}$ -year,  $\frac{12-hour}{12-hour}$  critical duration design (pre-development rate) storm for collection systems.

In new developments adequate drainage capacity to accommodate a 25100-year, 1224-hour <u>critical duration</u> design storm (pre-<u>development rate</u>) for collection systems and for retention and detention ponds. As a minimum the first  $\frac{1}{2}-1$ " of runoff must be retained on the site of the development. At the discretion of the City Engineer, retention standards may be increased beyond the  $\frac{1}{2}$ <u>1</u>" minimum standards <u>and the 100-year design storm</u> on a sitespecific basis.

 Potable Water - 118 gallons per capita per day (gpcd) for Zone 1, 146 gpcd for Zone 2. (Building Inspections to verify)

*	Roadway Type	LOS (Peak hour)
	State Roadways	
	Intrastate	С
	Other State Roads	E
	Roads Within the TCEA	Exempt
	Local Collector Roads	E
	Other Local Roads	С

Recreation Standards (<u>Parks/Rec to verify</u>)
Acreage - .5 acres/1000 persons for mini parks (1/4 mile radius); 2 acres/1000 persons for neighborhood parks (1/2 mile radius); 1.5 acres/1000 persons for community parks (citywide radius), and; 1 acre/1,000 persons for open space (citywide radius).

Swimming Pool	1 pool/25,000 persons
Tennis Court	1 court/2,000 "
Basketball Court	1 court/5,000 "
Baseball/Softball Field	1 field/3,000 "
Football/Soccer/Rugby Field	1 field/4,000 "
Golf Course	1-9-hole course/25,000
Golf Course	1-18-hole course/50,000

\*

Policy CI-1.3.2: The City will not issue development orders unless public facilities that meet adopted LOS standards are available or meet the requirements of the City's adopted Concurrency Management System.

Policy CI-1.3.3: The City shall make provision for the availability of public facilities to serve developments for which development orders were issued prior to the adoption of the Comprehensive Plan.

Policy CI-1.3.4: The City shall track all de minimis impact of development for annual submittal of the CIE through the established concurrency management system.

Objective CI-1.4: The City shall utilize all funding resources and mechanisms which are necessary for capital improvements.

Policy CI-1.4.1: The City shall study the feasibility of implementing as many local funding mechanisms as possible for capital improvements.

Objective CI-1.5: The City shall follow the 5-year Schedule of Improvements (as amended from time to time) as set forth in the Capital Improvements Element (CIE) except in the instance of unforeseen natural disasters or cut-backs in funding sources, either of which could change funding or expenditure priorities.

Policy CI-1.5.1: The City shall review the CIE on an annual basis to ensure that the required fiscal resources are available to provide public facilities to support adopted LOS standards.

Policy CI-1.5.2: The City shall adopt a monitoring and evaluation program for the review of the CIE.

Objective CI-1.6: Proposed expenditure of public funds that subsidize or enable land development in Coastal High Hazard Areas shall be limited to those projects identified in the Coastal Management Chapter.

Policy CI-1.6.1: The use of City funds for shoreline development in the CHHA will be based on the following priorities:

- A. Water dependent uses
- B. Water related recreation
- C. Residential
- D. Commercial

Objective CI-1.7: The City shall adopt its CIE at the same time that it adopts its Annual Operating Budget. The CIE shall include those projects necessary to maintain the adopted level of service standards set forth in Policy 1.3.1.

Capital Improvements

Policy CI-1.7.1: The ratio of general government debt service expenditures to general government total expenditures shall not exceed 15 percent (as measured by either the most recent comprehensive annual financial report or the adopted current year budget) except when a proposed borrowing is necessitated to finance reconstruction following emergencies (such as a hurricane or natural disaster). (Finance to verify this section and update Capital Improvements chart below...)

(S) Source						CAPIT	AL IMPROVEM	ENTS FY 2011 - FY	2015								
0/00000		2011			2012			2013			2014			2015			
PROJECT	COST	CITY'S SHARE	OTHER SHARE	COST	CITY'S SHARE	OTHER SHARE	COST	CITY'S SHARE	OTHER SHARE	COST	CITY'S SHARE	OTHER SHARE	COST	CITY'S SHARE	OTHER SHARE	TOTAL PROJECTS	CITY'S SHARE
PORT																	
Maintenance Dredging	640,000	320,000	320,000													640.000	320,000
Maintenance Dreuging	040,000	(1) Port	(2) FSTED													040,000	320,000
Port Intermodal Rail Enhancements	2,750,000	0	2,750,000													640,000           2,750,000           1,800,000           0           900,000           150,000           250,000           2,000,000           2,000,000           2,000,000           1,000,000           1,000,000           564,700           870,000           200,000	0
	2,700,000	0	(18) TIGER II													2,700,000	ů,
America's Marine Highways				900,000	225,000	675,000	900,000	225,000	675,000							1,800,000	450,000
Terminal & Facilities Development, Phase I					TBD	(16) MARAD		TBD	(16) MARAD								
America's Marine Highways										450,000	112,500	337,500	450,000	112,500	337,500	900,000	225,000
Terminal & Facilities Development, Phase II											TBD	(16) MARAD		TBD	(16) MARAD		
Dockside Utility Improvements	150,000	75,000 (1) Port	75,000 (2) FSTED													150,000	75,000
On-dock Rail Switch Repairs	60,000	60,000 (1) Port	0													60,000	60,000
Entrance Gate Relocation and Improvements	250,000	50,000	200,000													250,000	50,000
Intermodal Rail Replacement		(1) Port	(3) TSA	1,000,000	0	1,000,000	1,000,000	0	1,000,000							2,000,000	0
				1,100,000		(18) TIGER II	4 400 000		(18) TIGER II							0.000.000	
Dock & Wharf Apron Strengthening (Berth 6 Rehabilitation)				1,100,000	0	1,100,000 (18) TIGER II	1,100,000	0	1,100,000 (18) TIGER II							2,200,000	0
(Berth 6 Fender System Replacement						(18) TIGER II	1,000,000	0	1,000,000							1 000 000	0
berar o'r ender System Replacement							1,000,000	0	(18) TIGER II							1,000,000	0
Port Total	3,850,000	505,000	3,345,000	3,000,000	225,000	2,775,000	4,000,000	225,000	3,775,000	450,000	112,500	337,500	450,000	112,500	337,500	11,750,000	1,180,000
STORMWATER PROJECTS																	
Davis Highway at Valley Drive							309,700	309.700		255.000	255.000					FE 4 700	564,700
Davis Highway at valley Drive							309,700	(5) SWCP		255,000	(5) SWCP					564,700	564,700
Sanders Beach Storm Sewer Reconstruction								(5) 31101		370,000	370,000		500,000	500,000		870.000	870,000
										,	(5) SWCP			(5) SWCP			
Gaberonne Swamp Stormwater Enhancements				200,000	200,000						(0) 011 01			10/ 011 01		200,000	200,000
					(5) SWCP												
Land Acquisition Retention Pond Sites										35,000	35,000		300,000	300,000		335,000	335,000
											(5) SWCP			(5) SWCP			
Baywoods Gulley Stormwater Enhancements				200,000	200,000		295,300	295,300								495,300	495,300
Carpenters Creek at Brent Lane				070.000	070.000		200.000	(5) SWCP								570.000	570.000
Carpenters Creek at Brent Lane				370,000	370,000 (5) SWCP		200,000	200,000 (5) SWCP								570,000	570,000
"L" and Zarragossa Street Drainage Improvements				340,000	340,000		104,200	104,200								444,200	444,200
c and canagoosa oneer brainage improvements				340,000	(5) SWCP		104,200	(5) SWCP			1			1	1	444,200	4444,200
12th Avenue at Carpenter's Creek	20,000	20,000		250,000	250,000		180,800	180,800			1					450,800	450,800
		(5) SWCP			(5) SWCP			(5) SWCP									
Bayou Chico Stormwater Outfall Retrofits	500,000	500,000 (5) SWCP		300,000	300,000 (5) SWCP											800,000	800,000
Birnam Woods S/D Discharge at Bayou Texar	340,000	340,000 (5) SWCP														340,000	340,000
Scenic Heights Discharge (Langley into Escambia Bay)		(5) 5000		1	1					500,000	500,000		500,000	500,000		1,000,000	1,000,000
coditibia bay)	1	1	1		1	1	1		1	000,000	(5) SWCP	1	000,000	(5) SWCP	1	1,000,000	1,000,000

Bayou Blvd at Tyler Discharge				1			1			1			360,000	360,000 (5) SWCP		360,000	360,000
Stormwater Vaults Citywide	14,200	14,200 (5) SWCP		250,000	250,000 (5) SWCP		250,000	250,000 (5) SWCP		250,000	250,000 (5) SWCP		250,000	250,000 (5) SWCP		1,014,200	1,014,200
DeSoto Street @ Bayou Texar (Western Shore)		(5) SWCP			(5) SWCP		450,000	450,000			(5) SWCP			(5) SWCP		450,000	450,000
Stormwater Capital Maintenance	162,600	162,600		326,800	326,800		326,800	(5) SWCP 326,800		326,800	326,800		326,800	326,800		1,469,800	1,469,800
		(5) SWCP			(5) SWCP			(5) SWCP			(5) SWCP			(5) SWCP			
Northmoor Court @ Carpenter's Creek							120,000	120,000 (5) SWCP		500,000	500,000 (5) SWCP					620,000	620,000
Admiral Mason Park	800,000	800,000 (5) SWCP														800,000	800,000
Stormwater Total	1,836,800	1,836,800	0	2,236,800	2,236,800	0	2,236,800	2,236,800	0	2,236,800	2,236,800	0	2,236,800	2,236,800	0	10,784,000	10,784,000
otormater rotar	1,000,000	1,000,000	, v	2,200,000	2,200,000	-	2,200,000	2,200,000	, , , , , , , , , , , , , , , , , , ,	2,200,000	2,200,000		2,200,000	2,200,000	· ·	10,104,000	10,704,000
TRANSPORTATION																	
Street Rehabilitation (Formerly Street Resurfacing)	853,400	853,400		853.400	853,400		853,400	853,400		853,400	853,400		853,400	853.400		4,267,000	4,267,000
	,	(6) LOGT		,	(6) LOGT		,	(6) LOGT		,	(6) LOGT		,	(6) LOGT			, . ,
Street Reconstruction	521,900	521,900		521,900	521,900		521,900	521,900		521,900	521,900		521,900	521,900		2.609.500	2,609,500
		(6) LOGT		. ,	(6) LOGT		. ,	(6) LOGT			(6) LOGT		. ,	(6) LOGT			,,
Intersection/Traffic Improvements	118,300	118,300		118,300	118,300		118,300	118,300		118,300	118,300		118,300	118,300		591,500	591,500
·		(6) LOGT			(6) LOGT			(6) LOGT			(6) LOGT			(6) LOGT			
Transportation Total	1,493,600	1,493,600	0	1,493,600	1,493,600	0	1,493,600	1,493,600	0	1,493,600	1,493,600	0	1,493,600	1,493,600	0	7,468,000	7,468,000
AIRPORT 2011																	
Install Pedestrian Sidewalks and Bike Path - GA	600,000	300,000 (7) CIA (9) PFC	300,000 (8) FDOT													600,000	300,000
Parking Garage Expansion	30,000,000	0	30,000,000 (17)													30,000,000	0
Relocate Fuel Farm Phase I	200,000	10,000 (7) CIA (9) PFC	190,000 (11) FAA													200,000	10,000
Landside Access Road Improvements	250,000	12,500	237,500													250,000	12,500
Landside Access Road Improvements	250,000	(7) CIA (9) PFC	(11) FAA													250,000	12,500
Areawide Wayfinding Signage	400,000	400,000	(1)/744							-						400,000	400,000
ricamos trayinang olgitage	400,000	(7) CIA (9) PFC														400,000	400,000
Acquisition of Army Reserve Center and	6,900,000	5,150,000	1,750,000													6,900,000	5,150,000
Construction of Parking Lot	-,	(7) CIA (9) PFC	(8) FDOT														.,,
Acquire Land - Commerce Park Phase I	1,333,400	333,400 (7) CIA (9) PFC	1,000,000 (8) FDOT													1,333,400	333,400
Apron Joint Seal Replacement and Line Removal	600,000	30,000	570,000													600,000	30,000
Apron com courreplacement and Enertemental	000,000	(7) CIA (9) PFC	(11) FAA													000,000	00,000
Expand GA Apron - Design	351,000	17,550	333,450													351,000	17,550
		(7) CIA (9) PFC	(11) FAA														,
Additional GA Ramp - Design	400,000	20,000	380,000													400,000	20,000
		(7) CIA (9) PFC	(11) FAA	1		1	1			1			1		1	,	
Landside Signage Improvements Phase I	400,000	20,000	380,000	1			1			1			1			400,000	20,000
		(7) CIA (9) PFC	(11) FAA	1	1	1	1		1	1			1		I		1
Master Plan Update	1,200,000	60,000	1,140,000	1			1			1			1		1	1,200,000	60,000
		(7) CIA (9) PFC	(11) FAA							1							
Terminal Roadway Improvements Phase 1	1,900,000	95,000	1,805,000													1,900,000	95,000
			(11) FAA														

2012	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		1
Pave Interior Perimeter Road				489,500	24,500	465,000										489,500	24,500
rave interior reminister road				403,000	24,500	403,000										403,000	24,300
					(7) CIA (9) PFC	(11) FAA											
Acquire Land - Commerce Park Phase I				1,333,333	333,333	1,000,000										1,333,333	333,333
					(7) CIA (9) PFC	(8) FDOT											
Improvements to Retention Pit - Design				900,000	45,000	855,000										900,000	45,000
					(7) CIA (9) PFC	(11) FAA											
Relocate Fuel Farm Phase II				900,000	45,000	855,000										900,000	45,000
Environmental Assessment for ILS at R/W 35				250.000	(7) CIA (9) PFC 12,500	(11) FAA 237,500										250,000	12,500
Environmental Assessment for ILS at R/W 35				250,000	12,500 (7) CIA (9) PFC	(11) FAA										250,000	12,500
Airfield Pavement and Lighting Rehab - Design				150,000	7,500	142,500										150,000	7,500
					(7) CIA (9) PFC	(11) FAA											,
2013																	
Acquire Land - Commerce Park Phase I							1,333,400	333,400	1,000,000							1,333,400	333,400
								(7) CIA (9) PFC	(8) FDOT								
New ARFF Vehicle (fire rescue)							700,000	35,000	665,000							700,000	35,000
								(7) CIA (9) PFC	(11) FAA								
Construct Hold Pads							1,210,000	60,500 (7) CIA (9) PFC	1,149,500 (11) FAA							1,210,000	60,500
Replace Perimeter Fence							900,000	45,000	855,000							900,000	45,000
Replace Ferminice Ferice							300,000	(7) CIA (9) PFC	(11) FAA							300,000	40,000
Remove Old TRACON Building							1,000,000	50,000	950,000							1,000,000	50,000
								(7) CIA (9) PFC	(11) FAA								
2014																	
Acquire Land - Commerce Park Phase II										2,000,000	500,000	1,500,000				2,000,000	500,000
											(7) CIA (9) PFC	(8) FDOT					
New ARFF Vehicle										700,000	35,000	665,000				700,000	35,000
Additional GA Ramp - Construction										3,000,000	(7) CIA (9) PFC 150,000	(11) FAA 2,850,000				3,000,000	150.000
Additional GA Ramp - Construction										3,000,000	(7) CIA (9) PFC	(11) FAA				3,000,000	150,000
EA/EIS for GA R/W 17L/35R										229,000	11,450	217,550				229,000	11,450
											(7) CIA (9) PFC	(11) FAA					,
Strengthen SW Ramp - Design										200,000	10,000	190,000				200,000	10,000
											(7) CIA (9) PFC	(11) FAA					
2015																	
Acquire Land - Commerce Park Phase II													2,000,000	500,000	1,500,000	2,000,000	500,000
														(7) CIA (9) PFC	(8) FDOT		
Strengthen Cargo Ramp													900,000	45,000	855,000	900,000	45,000
Design/Build Connecting Taxiways to Additional													955,000	(7) CIA (9) PFC 47,750	(11) FAA 907,250	955,000	47,750
T-Hangers													333,000	(7) CIA (9) PFC	(11) FAA	333,000	47,750
Strengthen SW Ramp - Construction	1	1		1			1	1	1	1	1		1,300,000	65,000	1,235,000	1,300,000	65,000
- · · · · · · · · · · · · · · · · · · ·														(7) CIA (9) PFC	(11) FAA		
GA Ramp Expansion - Design													600,000	30,000	570,000	600,000	30,000
														(7) CIA (9) PFC	(11) FAA		
Airport Total	44,534,400	6,448,450	38,085,950	4,022,833	467,833	3,555,000	5,143,400	523,900	4,619,500	6,129,000	706,450	5,422,550	5,755,000	687,750	5,067,250	65,584,633	8,834,383
GRAND TOTAL FOR ALL PROJECTS	51,714,800	10,283,850	41,430,950	10,753,233	4,423,233	6,330,000	12,873,800	4,479,300	8,394,500	10,309,400	4,549,350	5,760,050	9,935,400	4.530.650	5,404,750	95,586,633	28,266,383
ONALD TOTAL TON ALL TRODUCTO	51,74,000	10,200,000	41,430,330	10,100,200	-,-23,233	0,000,000	12,073,000	4,47 8,500	0,004,000	10,000,400	4,040,000	5,1 50,050	0,000,400	4,000,000	0,404,700	55,550,055	20,230,303

(1) PORT - Port Funds

(2) FSTED - Florida Seaport Transportation Economic Development Council

(3) PI - Private Investment
 (4) TSA - Trasportation Security Administration Grant
 (5) SWCP - Stormwater Capital Projects Fund

(6) LOGT - Local Option Gas Tax (7) CIA - Capital Improvements Fund, Airport (8) FDOT - Florida Department of Transportation

(9) PFC - Passenger Facility Charge (10) CFC - Customer Facility Charge (11) FAA - Federal Aviation Administration Entitlements (12) SISGM - Strategic Intermodal System Growth Management

(12) Jourds<sup>12</sup> - Unallegic - InterintValle of years in offware interint (13) Bond - Anjore Bonds (14) ARRA - American Recovery & Reinvestment Act Port Security Grant Program (funding pending grant award) (16) MARAD - US Marktime Administration America's Marine Highways Program (projected future funding source) (17) - Economic Recovery Funds ( to be constructed if funds are awarded)

(18) TIGER II - National Infrastructire Investments funding pending grant award)

#### **HISTORIC PRESERVATION**

GOAL HP-1: The City shall continue to preserve its existing historic buildings, historic sites, and historic and preservation districts.

Objective HP-1.1: The City shall continue to enforce its existing historic preservation ordinances.

Policy HP-1.1.1: The City shall, through its historic preservation ordinances, continue to provide zoning categories that support the purpose and character of each historic and preservation district and identify appropriate permitted and conditional uses in those districts.

Policy HP-1.1.2: The City shall, through its historic preservation ordinances, continue to provide procedures for review and for the continuation of the Architectural Review Board as the principal review authority.

Policy HP-1.1.3: The City shall, through its historic preservation ordinances, continue to reference the "The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" as a guiding document for historic preservation efforts.

Policy HP-1.1.4: The City shall, through its historic preservation ordinances, continue to provide standards and guidelines for restoration, rehabilitation, alterations, and additions, to existing contributing structures within its historic and preservation districts.

Policy HP-1.1.5: The City shall, through its historic preservation ordinances, continue to provide standards and guidelines for restoration, rehabilitation, alterations, and additions, to existing non-contributing and modern in-fill structures within its historic and preservation districts.

Policy HP-1.1.6: The City shall, through its historic preservation ordinances, continue to provide standards and guidelines for the construction of new structures within its historic and preservation districts.

Policy HP-1.1.7: The City shall, through its historic preservation ordinances, continue to provide standards and guidelines for demolition and relocation of all structures in the historic and preservation districts.

Objective HP-1.2: The City shall maintain an Architectural Review Board which shall have the purpose of preserving and protecting historic or architecturally-significant buildings and historic and preservation districts.

Historic Preservation

Policy HP-1.2.1: The Architectural Review Board shall review all development activities in the historic and preservation districts and apply the historic preservation ordinances adopted by the City of Pensacola.

Policy HP-1.2.2: The Architectural Review Board shall refer to "The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" in making its decisions pertaining to contributing historic structures.

Policy HP-1.2.3: The Architectural Review Board shall consider the distinct historical context, development pattern, neighborhood integrity and architectural character of each historic and preservation district in making its decisions.

Policy HP-1.2.4: The Architectural Review Board shall have the authority to grant variances to the Land Development Code when it determines that the granting of said variances are consistent with historic character of a structure or its corresponding historic or preservation district.

Objective HP-1.3: The City shall maintain the historic character and aesthetics of its historic and preservation districts.

Policy HP-1.3.1: The City shall maintain the historic street patterns and street names in each historic and preservation district.

Policy HP-1.3.2: The City shall continue to provide and maintain street lights and similar municipal appurtenances in the public rights-of-way to create aesthetically pleasing streetscapes.

Policy HP-1.3.2: The City shall continue to provide and maintain landscaping, street lights, and similar municipal appurtenances in the public rights-of-way to provide an aesthetically pleasing streetscape.

Policy HP-1.3.3: The City shall require all traffic control signs, traffic signals, transformers, switching gear and related accessory equipment to be installed in the public right-of-way in the historic and preservation districts are approved by the Architectural Review Board.

Policy HP-1.3.4: The City shall encourage all utility providers to place their utilities underground in historic and preservation districts to protect the aesthetic character of the districts.

Policy HP-1.3.5: The City shall formulate regulations pertaining to Architectural Review Board approval of all new electrical, telephone and cable wires and related equipment, such as (but not limited to) utility cabinets, transmission poles and transformers, to be installed in the historic and preservation district.

Objective HP-1.4: The City shall strengthen existing ordinances, as necessary, in order to preserve the integrity of historic buildings, historic sites, and historic and preservation districts.

Policy HP-1.4.1: The City shall review its historic preservation ordinances and identify its strengths and weaknesses.

Policy HP-1.4.2: The City shall strengthen existing ordinances, as necessary, in order to enhance the preservation of the integrity of historic buildings and historic and preservation districts.

Policy HP-1.4.3: The City shall create a separate chapter in its Land Development Code which contains all new and revised regulations and guidelines pertaining to historic buildings, historic sites, and historic and preservation districts.

## GOAL HP-2: The City shall continue to identify buildings, sites and neighborhoods with historic significance and deserving of preservation.

Objective HP-2.1: The City shall continue to identify and encourage the preservation, continued use or adaptive reuse of buildings that are eligible for designation as historic buildings.

Policy HP-2.1.1: The City shall provide guidance to citizens seeking to have historic structures placed on the Florida Master Site File.

Policy HP-2.1.2: The City shall provide guidance to citizens seeking to have historic structures placed on the National Register of Historic Places.

Objective HP-2.2: The City shall continue to identify established neighborhoods that may deserve designation as a historic or preservation district, subject to the approval of its residents.

Goal HP-2.2.1: The City shall identify existing neighborhoods for designation as a locally-designated historic or preservation district.

Goal HP-2.2.2: The City shall establish adequate standards and guidelines for these districts in its historic preservation ordinances to maintain its historic character and aesthetic quality.

Goal HP-2.2.3: The City shall provide guidance in the nomination of qualified historic and preservation districts to the National Register of Historic Places.

GOAL HP-3: In conjunction with the University of West Florida, West Florida Historic Preservation, Inc., and other community organizations, the City shall continue to support activities relating to historic preservation.

Policy HP-3.1: The City shall support the historic preservation roles of the University of West Florida, West Florida Historic Preservation, Inc., community organizations, neighborhood associations and individuals.

Goal HP-3.1.1: The City shall encourage and support historic building surveys of its neighborhoods and the listing of historic buildings on the Florida Master Site File.

Goal HP-3.1.2: The City shall encourage and support the nomination of historic buildings and sites to the National Register of Historic Places.

Goal HP-3.1.3: The City shall assist the Pensacola Bay Area Convention and Visitors Bureau and other organizations in providing local heritage tourism programs.

Goal HP-3.1.4: The City shall encourage and support activities that involve walking, bicycling and driving through historic and preservation districts.

Goal HP-3.1.5: The City shall encourage community and cultural events to take place in the historic and preservation districts, with the cooperation of their residents, to enhance awareness and appreciation of the heritage and resources of these districts.

Goal HP-3.1.6: The City shall have "The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" and similar technical publications available for review by those interested in the preservation of historic structures.

Policy HP-3.2: The City of Pensacola shall maintain an archaeological review procedure for all proposed construction on City-owned property.

Goal HP-3.2.1: The City shall maintain an archaeological review procedure that provides for an initial determination and review of project impact for projects on City-owned property.

Goal HP-3.2.2: The archaeological review procedure shall be conducted by a professional archaeologist meeting the standards of the Society of Professional Archaeology and having substantial experience in the archaeology and history of Pensacola.

Goal HP-3.2.3: The City shall prepare a memorandum of agreement specifying actions to be taken to avoid or mitigate any adverse effects of construction on any archaeological resources found during the process.

Historic Preservation

#### CHAPTER 11

#### PUBLIC SCHOOL FACILITIES ELEMENT

#### **GOAL PSFE-1:** Coordinate and maintain high quality education facilities

Coordinate with the School Board of City of Pensacola (herein "School Board") to ensure high quality public school facilities that are consistent with the Comprehensive Plan and serve to enhance communities.

Objective PSFE-1.1: Schools as community focal points

Enhance communities and encourage school facilities to serve as community focal points through effective school facility design and siting standards. The location will be coordinated with the future land use map.

Policy PSFE-1.1.1: School location

New schools shall be located proximate to the student population they are intended to serve. New elementary schools shall be located within walking distance of the residential neighborhoods to be served.

Policy PSFE-1.1.2: Shared-use and co-location of school sites

Coordinate with the School Board to continue to permit the shared-use and colocation of school sites and City facilities with similar facility needs as described in the Interlocal Agreement for Public School Facility Planning dated August 7<sup>th</sup>, 2006 (herein "Interlocal Agreement"). The City will identify opportunities for collocation and shared use facilities when preparing updates to the Schedule of Capital Improvements and when planning and designing new community facilities.

Policy PSFE-1.1.3: Emergency shelters

City of Pensacola will continue to coordinate with the School Board on emergency preparedness issues, including the use of public schools as emergency shelters as required by Section 163.3177(12)(g)(8), Florida Statutes. The School Board will continue to fulfill the building code requirements of Section 1012.372, Florida Statutes, such that as appropriate new educational facilities will serve as public shelters for emergency management purposes.

Policy PSFE-1.1.4: School design

The School Board will design and ensure performance standards for new school facilities according to the "Design Guidelines and Technical Specifications 2006"

#### Public Schools and Facilities

Florida Department of Education State Requirements for Educational Facilities (SREF).

Policy PSFE-1.1.5: Community vitality

The City of Pensacola will continue to recognize the interconnected importance of quality neighborhood school retention with community economic development, neighborhood stability, diversity and sustainability efforts. Therefore, in partnership with other agencies, the City will encourage the maintenance and improvement of urban schools to preserve and enhance neighborhood quality and vitality.

Policy PSFE-1.1.6: Attracting new residents

The City of Pensacola will support the vitality of urban schools by encouraging new residents to locate in underutilized school districts. Where appropriate, existing homeownership and rehabilitation incentives may be utilized to attract families to such school districts and encourage the private sector to maintain a housing production capacity sufficient to meet the needs of families between moderate and upper level incomes.

Objective PSFE-1.2: Future land use and school siting

Consistent with Section 163.3177, Florida Statutes, the City will include sufficient allowable land use designations for schools proximate to residential development to meet the projected need for schools.

Policy PSFE-1.2.1: Future Land Use categories.

Consistent with the City's Future Land Use Element, public schools shall be an allowable use in all land use categories, except for Conservation. The Land Development Code may include siting standards for schools, consistent with the Comprehensive Plan. The City will consider the provisions of Section 1013.33(13), Florida Statutes (2007).

Policy PSFE-1.2.2: Flood zones and coastal high hazard area

Consistent with the City's Future Land Use Element, future schools shall not be allowed within the coastal high hazard area as delineated by the City.

Objective PSFE-1.3: School facility siting and consistency with the Comprehensive Plan

The City shall ensure that the planning, construction, and opening of educational facilities are coordinated in time and place, concurrent with necessary services and infrastructure, and consistent with the Comprehensive Plan.

Public Schools and Facilities

Policy PSFE-1.3.1: Consistency with Comprehensive Plan

The City will coordinate with the School Board by giving an informal assessment regarding the consistency of potential new school sites, and significant expansions or potential closures of existing schools with the Comprehensive Plan, as described in the Interlocal Agreement. The informal assessment reviews, as applicable, the following: environmental suitability, transportation and pedestrian access, availability of infrastructure services, safety concerns, land use compatibility, consistency with community vision, and other relevant issues.

#### Policy PSFE-1.3.2: Review of school sites

The City shall review potential new school sites, and significant expansions or potential closures of existing schools for consistency with the following criteria:

- a. That school sites are compatible with present and projected uses of adjacent property.
- b. The locations of proposed new elementary schools are proximate to and within walking distance of the residential neighborhoods served.
- c. The locations of proposed new high schools are on the periphery of residential neighborhoods, with access to major roads.
- d. Existing or planned adequate public facilities are available to support the school.
- e. Safe access to and from the school site is available for by pedestrians and vehicles.
- f. The site is well drained and the soils are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements.
- g. The proposed school location is not within a velocity flood zone or floodway, as delineated in the applicable comprehensive plan.
- h. The site is not in conflict with City stormwater management plans or watershed management plans;
- i. The proposed site can accommodate required parking, circulation, and queuing of vehicles.
- j. The proposed location lies outside the area regulated by Section 333.03, F.S., regarding the construction of public educational facilities in the vicinity of an airport.

The City shall also consider the following in its review:

- a. Site acquisition and development costs;
- b. Whether existing schools can be expanded or renovated to support community redevelopment and revitalization;
- c. Efficient use of existing infrastructure;
- d. Discouragement of urban sprawl;
- e. Environmental constraints that would either preclude or render cost infeasible the development or significant renovation of a public school on a site; and
- f. Adverse impacts to archaeological or historic sites.

Objective PSFE-1.4: Pedestrian access to schools

The City shall work with the School Board to improve safe student access to school facilities, and to reduce hazardous walking conditions consistent with the Florida Safe Ways to School Program.

Policy PSFE-1.4.1: Bicycle and pedestrian access

All public schools shall provide bicycle and pedestrian access consistent with Florida Statutes. Parking at public schools will be provided consistent with the City's Land Development Code (LDC) requirements.

Policy PSFE-1.4.2: Sidewalk Master Plan

The City will continue to review the Sidewalk Master Plan to comprehensively address bicycle and pedestrian needs. The plan will continue to focus on bicycle and pedestrian needs relating to school facilities.

Policy PSFE-1.4.3: Sidewalk/pedestrian improvements

In order to ensure continuous pedestrian access to public schools, priority for City sidewalk/pedestrian improvements will be given to cases of hazardous walking conditions pursuant to Section 1006.23, Florida Statutes, and specific provisions for constructing such facilities will be included in the schedule of capital improvements adopted each fiscal year.

Policy PSFE-1.4.4: New development adjacent to school property

New developments adjacent to existing or planned school sites shall be required to provide a right-of-way and a direct access path for pedestrian travel.

Policy PSFE-1.4.5: Sidewalk requirements for development near schools

New residential developments and redevelopment shall be required to provide sidewalks (complete, unobstructed, continuous with a minimum width of 5 feet) along collector, arterial, and local roads designed to move traffic through subdivisions. Sidewalks shall be required pursuant to the City's Community Design Standards.

Policy PSFE-1.4.6: Coordination with FL-AL TPO

Continue to coordinate with the FL-AL TPO to ensure funding for safe access to schools including participation in the Bicycle Pedestrian Advisory Committee and the Community Traffic Safety Team.

Objective PSFE-1.5: Coordinate Future Land Use Map amendments and DRIs to maintain school capacity

It is the objective of the City to coordinate petitions for future land use changes and developments of regional impact to maintain adequate school capacity to meet future growth needs. This goal will be accomplished recognizing the School Board's statutory and constitutional responsibility to provide a uniform system of free and adequate public schools, and the City's authority for land use, including the authority to approve or deny petitions for comprehensive plan amendments, re-zonings or final plat and site plans that generate students and impact the City of Pensacola school system.

Policy PSFE-1.5.1: School Board review and input

As per section 7.6 of the Interlocal Agreement the City shall take the School Board comments and findings on the availability of adequate school capacity into consideration when reviewing comprehensive plan amendments and other land use decisions.

Policy PSFE-1.5.2: Determining impact of Future Land Use changes and DRIs

The School Board shall use the adopted student generation rates to estimate the potential impact of a proposed future land use change or DRI on available school capacity. When such analysis projects a potential deficiency, the School Board shall include in its comments how it will propose to meet the projected demand. The City will take these comments into consideration per Policy PSFE-1.5.1 prior to approving or denying any future land use change or DRI.

### **GOAL PSFE-2: Implement school concurrency**

The School Board will coordinate with the City to assure the future availability of public school facilities to serve new development will be consistent with the adopted level of service standards. This goal will be accomplished recognizing the School Board's statutory and constitutional responsibility to provide a uniform system of free and adequate public schools, and the City's authority for land use, including the authority to approve or deny comprehensive plan amendments, re-zonings or other development orders that generate students and impact the City's school system.

Objective PSFE-2.1: Level of Service standards

The City will coordinate with the School Board to ensure that the capacity of schools is sufficient to support residential development at the adopted level of service (LOS) standards within the period covered by the 5-year schedule of capital improvements, and the long range planning period. The adopted LOS standards shall be achieved by the conclusion of the first 5-year schedule of capital improvements and the LOS standards shall be maintained each subsequent year. These standards shall be consistent with the Interlocal Agreement agreed upon by the School Board, the City, and the local municipalities.

Policy PSFE-2.1.1: Consistency

The LOS standards set forth herein shall be applied consistently by all local governments within City of Pensacola and by the School Board to all schools of the same type.

Policy PSFE-2.1.2: Level of Service standards

Consistent with the Interlocal Agreement, the City and School Board agree to the following level of service standards for school concurrency in City of Pensacola, based on Florida Inventory of School Houses (FISH) permanent capacity, maximum school size by type, core facility capacity. In calculating achievement of LOS relocatables are not considered permanent capacity and school enrollment shall be based on the annual enrollment of each school based on actual counts reported to the Department of Education in October of each year.

TYPE OF SCHOOL	LEVEL OF SERVICE
Existing	100% of FISH permanent capacity
New or Expansion to Elementary (K-5)	100% of FISH permanent capacity and
	school size shall not exceed FISH
	permanent capacity of 800.
New or Expansion to Middle (6-8)	100% of FISH permanent capacity and
	school size shall not exceed FISH
	permanent capacity of 1200.
New or Expansion to High (9-12)	100% of FISH permanent capacity and

	school size shall not exceed FISH
	permanent capacity of 2000.
New or Expansion to Combination (K-8)	100% of FISH permanent capacity and
New of Expansion to Combination (K-8)	school size shall not exceed FISH
	permanent capacity of 2000.
Contors	
Centers	100% of FISH permanent capacity or the level of service based on the
	student/teacher ratios dictated by specific
	programs, whichever is lowest.
LEVEL-OF SERVICE STANDARD FO	R CORE FACILITIES (K-5, 6-8, K-8)
Dining/Kitchen	100% of permanent Total Capacity*
* Total Capacity for Dining/Kitchen facility shall be base	d on a standard of three (3) feeding periods per day
based on the design capacity of the core facilities.	
LEVEL-OF SERVICE STANDARD FO	R CORE FACILITIES (9-12)
Dining/Kitchen	100% of permanent Total Capacity*
* Total Capacity for Dining/Kitchen facility shall be base	d on a standard of four (4) feeding periods per day based
on the design capacity of the core facilities.	

Policy PSFE-2.1.3: Amending Level of Service standards

Potential amendments to the LOS standards shall be considered at least annually at the staff working group meeting referenced in subsection 1.1 of the Interlocal Agreement. If there is consensus to amend any level of service, it shall be accomplished by the execution of an amendment to the Interlocal Agreement by all parties and the adoption of amendments to the City, City and Town's comprehensive plans. The amended LOS shall not be effective until all plan amendments are effective, and the amended Interlocal Agreement is fully executed.

Policy PSFE-2.1.4: Financial feasibility of LOS

No LOS standard shall be amended without a showing that the amended LOS standard is financially feasible, supported by adequate data and analysis, and can be achieved and maintained through the five-year schedule for capital improvements.

Objective PSFE-2.2: School Concurrency Service Areas

The City shall establish School Concurrency Service Areas, as the areas within which an evaluation is made to determine if adequate school capacity is available based on the adopted level of service standards.

Policy PSFE-2.2:1: Concurrency Service areas

The Concurrency Service Areas for the City as agreed in the Interlocal Agreement, shall be coterminous with the attendance zone for each individual school. For special purpose centers, charter schools, and magnet schools the concurrency service area shall be district-wide.

Policy PSFE-2.2:2: Maximize capacity utilization

Concurrency service areas shall maximize capacity utilization, taking into account transportation costs, limiting maximum student travel times, achieving socioeconomic, racial and cultural diversity objectives, and other relevant factors as related to determined by the School Board's policy on maximization of capacity.

Policy PSFE-2.2:3: Amending concurrency service areas

Potential amendments to the concurrency service areas shall be considered annually at the staff working group meeting referenced in Subsection 1.1 of the Interlocal Agreement. If there is consensus to amend the concurrency service areas to establish boundaries other than those that are conterminous with the school attendance zones, it shall be accomplished by a written execution of an amendment to the Interlocal Agreement by all parties and by the amendment to the City, City and Town's comprehensive plan. The amended concurrency service area shall not be effective until the amended Interlocal Agreement is fully executed and comprehensive plan amendments are in effect. Amendments to the concurrency service areas that keep the CSAs borders coterminous with the school attendance zones, shall be agreed upon by all parties and shall not require comprehensive plan amendments.

Objective PSFE-2.3: Student generation rates

The School Board will work with the City, City of Pensacola, and Town of Century to establish student generation rates that will be used to determine the impact of development on public school facilities.

Policy PSFE-2.3:1: Student generation rates

Consistent with the Interlocal Agreement, the School Board staff, working with the City staff and municipal staffs, will develop and apply student generation multipliers for residential developments by dwelling unit type (single family or multi-family) for each school type (elementary, middle, K-8, high, or center), considering past trends in student enrollment in order to project future public school enrollment.

Policy PSFE-2.3:2: Calculating student generation rates

The student generation rates shall be calculated by the School Board City, City of Pensacola, and Town of Century in accordance with professionally accepted methodologies, shall be reviewed and updated at least every two years.

Objective PSFE-2.4: Process for school concurrency implementation

In coordination with the School Board, the City will establish a joint process for implementation of school concurrency that includes applicability, capacity determination, and availability standards. The City shall manage the timing of residential subdivision and site plan approvals to ensure adequate school capacity is available consistent with adopted level of service standards for public school concurrency.

Policy PSFE-2.4.1: Applicability standards

School concurrency applies to residential development or a phase of residential development requiring an approval of subdivision plat, site plan, or its functional equivalent.

Policy PSFE-2.4.2: Exempted development

The following residential development shall be considered exempt from the school concurrency requirements:

1. Single family lots of record that have received final subdivision plat approval prior to the effective date of the PSFE, or single family subdivision plats actively being reviewed at the time of adoption of the PSFE that have received preliminary plat approval.

2. Residential developments that have received final site plan approval prior to the effective date of the PSFE, or residential site plans actively being reviewed at the time of adoption of the PSFE.

3. Amendments to residential site plans or subdivisions, which were previously approved prior to the effective date of the PSFE, and which do not increase the number of students generated by the development based on the adopted student generation rates.

4. Age restricted developments that are subject to deed restrictions prohibiting the permanent occupancy of a resident under the age of fifty five (55). Such deed restrictions must be recorded and must be irrevocable for a period of at least thirty (30) years.

5. Group quarters that do not generate students, including facilities such as local jails, prisons, hospitals, bed and breakfast, motels and hotels, temporary emergency shelters for the homeless, adult halfway houses,

firehouse dorms, college dorms exclusive of married student housing, and religious non-youth facilities.

Policy PSFE-2.4.3: Capacity determination standards

The City shall adopt LDC provisions to establish the application procedure and process for evaluating school capacity and making concurrency determinations consistent with the Interlocal Agreement. The School Board shall be responsible for conducting concurrency reviews. The City may choose to provide an informal assessment of school concurrency at the time of preliminary plat, but the test of concurrency shall be at final plat, site plan, or functional equivalent approval.

### Policy PSFE-2.4.4: School board findings

The School Board's findings and recommendations shall address whether adequate capacity exists for each affected concurrency service area, based on the level of service standards. If adequate capacity does not exist, the School Board findings shall address whether appropriate mitigation can be accepted. If mitigation can be accepted, the School Board's findings shall identify the accepted form of mitigation that is consistent with the policies set forth herein.

### Policy PSFE-2.4.5: Allocated capacity in CIP

In evaluating a subdivision plat or site plan for concurrency, any relevant programmed capacity improvements in years 1, 2, or 3 of the 5-year schedule of capital improvements shall be considered available capacity for a proposed project and factored into the concurrency analysis. Any relevant programmed improvements in years 4 or 5 of the 5-year schedule of improvements shall not be considered available capacity for a proposed project unless funding for the improvement is assured through School Board agreement to accelerate the proposed project, or through proportionate fair share mitigation, or some other means of assuring adequate capacity will be available within 3 years. The School Board may choose to use relocatable classrooms to provide temporary capacity while funded schools or school expansions are being constructed.

Policy PSFE-2.4.6: Determination of insufficient capacity

In the event that the School Board finds that there is not sufficient capacity in the affected concurrency service area(s) to address the impacts of a proposed development, the following standards shall apply:

• The project must provide capacity enhancement sufficient to meet its impacts through proportionate share mitigation; or

- Approval of the site plan or final plat (or functional equivalent) must be delayed to a date when the capacity enhancement necessary to maintain level of service can be assured; or
- A condition of approval of the site plan or final plat (or functional equivalent) shall be that the project's development order and/or building permits shall be delayed to a date when the capacity enhancement necessary to maintain level of service can be assured.

Policy PSFE-2.4.7: Availability standard

Where capacity will not be available to serve students generated by a residential development the City shall use the lack of school capacity as a basis for denial of petitions for final pats, site plans or functional equivalents. However, the City shall not deny a petition for a final plat, site plan, or functional equivalent due to a failure to achieve and maintain the adopted level of service for public school capacity where:

Adequate school facilities will be in place or under actual construction within three years after the issuance of the final plat or site plan or functional equivalent;

Adequate school facilities are available in an adjacent concurrency service area and the impacts of development can be shifted to that area; or,

The developer executes a legally binding commitment with the School Board to provide mitigation proportionate to the demand for public school facilities to be created by the actual development of the property subject to the final plat or site plan (or functional equivalent) as provided in the Interlocal Agreement.

Objective PSFE-2.5: Proportionate share mitigation

The City shall coordinate with the School Board to provide proportionate share mitigation alternatives that are financially feasible and will achieve and maintain the adopted level of service standard consistent with the School Board's adopted financially feasible 5-Year Facilities Work Program.

Policy PSFE-2.5:1: Acceptable mitigation

The School Board may allow mitigation for developments that would otherwise cause the LOS standards to be exceeded. Mitigation options shall include the following:

Contribution of, or payment for, acquisition of new or expanded school sites;

Construction or expansion of permanent school facilities;

Mitigation banking, the creation of mitigation banking based on the construction of a public school facility in exchange for the right to sell excess capacity credits within the same concurrency service area; and

Charter schools, provided they are constructed to State Requirements for Educational Facilities (SREF) standards, so that it can be relied on the over the longer term as public school capacity, designed to whatever minimum size and specifications established by the School Board to ensure that if the School Board is required, it can efficiently operate the school.

### Policy PSFE-2.5:2: CIP and proposed mitigation

Proposed mitigation must be directed toward a permanent capacity improvement identified in the School Board's financially feasible 5-Year Work Plan. However, the School Board may accept mitigation in the form of an improvement not identified on the 5-year Work Plan and commit to add the needed improvement to the 5-year Work Plan. The School Board must find that any proposed mitigation will satisfy the demands created by the proposed development consistent with the adopted level of service standards, and the mitigation shall be assured by a legally binding development agreement between the School Board, the City, and the applicant executed prior to the issuance of the final plat, site plan or functional equivalent.

Policy PSFE-2.5:3: Shifting impacts

Mitigation shall not be required when the adopted level of service cannot be met in a specific concurrency service area if the needed capacity for the development is available in one or more contiguous concurrency service areas and the impacts of the development can be shifted to a contiguous concurrency service area. Where more than one concurrency service area is available to accommodate student impacts, the School Board shall evaluate how the impacts of a development shall be shifted. Measures to maximize capacity, including modifications to concurrency service areas in lieu of shifting development impacts, can be considered.

Policy PSFE-2.5:4: Relocatable Classrooms

Relocatable classrooms will not be accepted as mitigation.

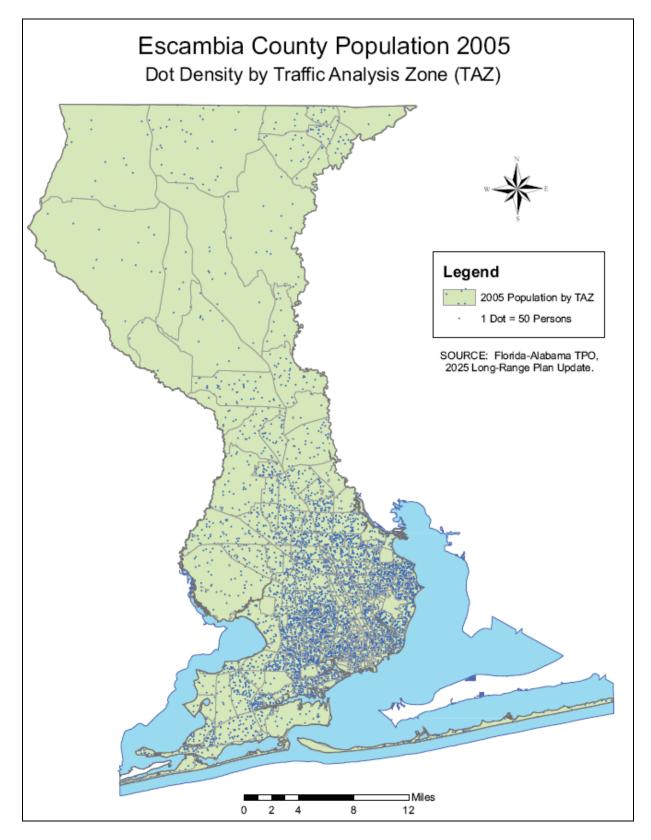
Policy PSFE-2.5:5: Calculation proportionate share mitigation

The applicant's total proportionate-share mitigation obligation to resolve a capacity deficiency shall be based on the following formula, for each school level: multiply the number of new student stations required to serve the new development by the average cost per student station and, if needed, add the additional cost of a core facility to accommodate the additional student stations.

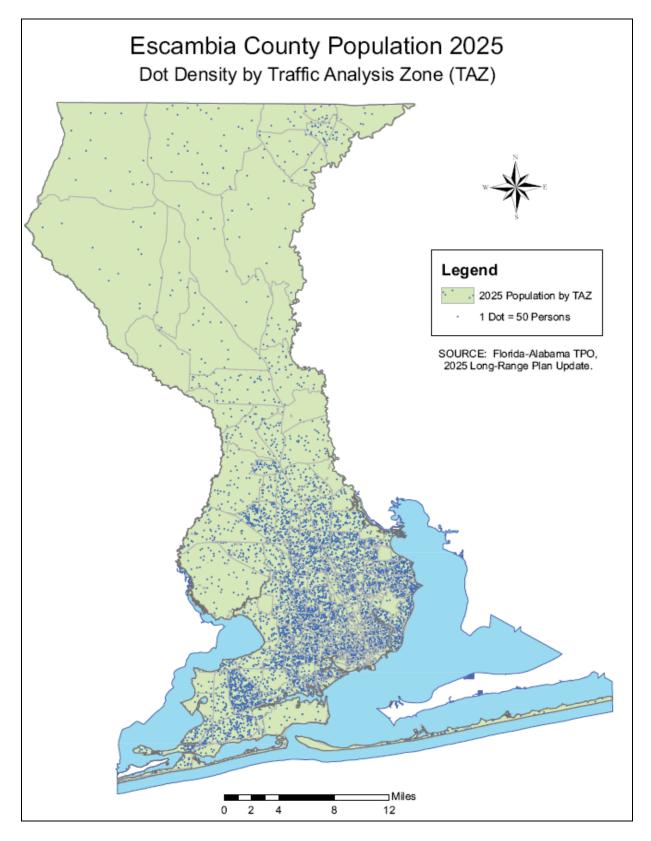
The average cost per student station shall include school facility development costs and land costs. The applicant's proportionate-share mitigation obligation will be credited toward any other impact fee or exaction imposed by local ordinance for the same need, on a dollar-for-dollar basis, at fair market value.

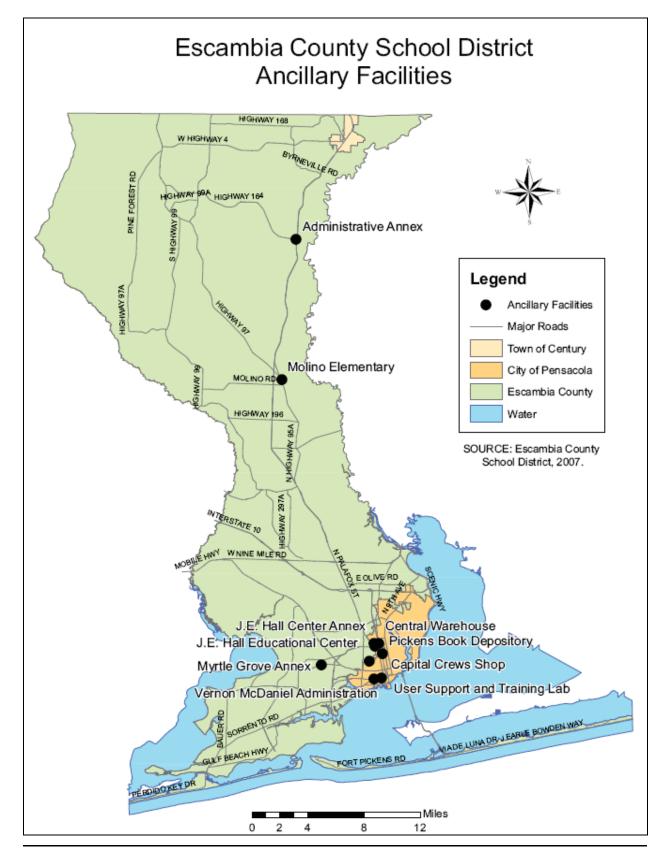
School Facility Maps

Consistent with Section 123.3177(12)(g), Florida Statutes, the Public School Facilities Element shall include future conditions maps showing existing and anticipated schools over the five-year and long-term planning periods. The maps of necessity may be general over the long-term planning period and do not prescribe a land use on a particular parcel of land.

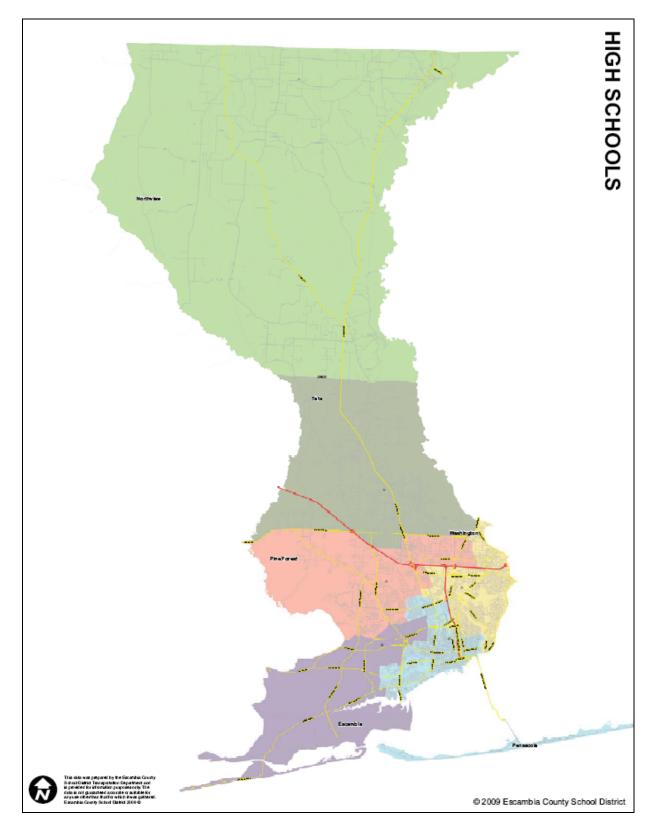


Escambia County Population 2025

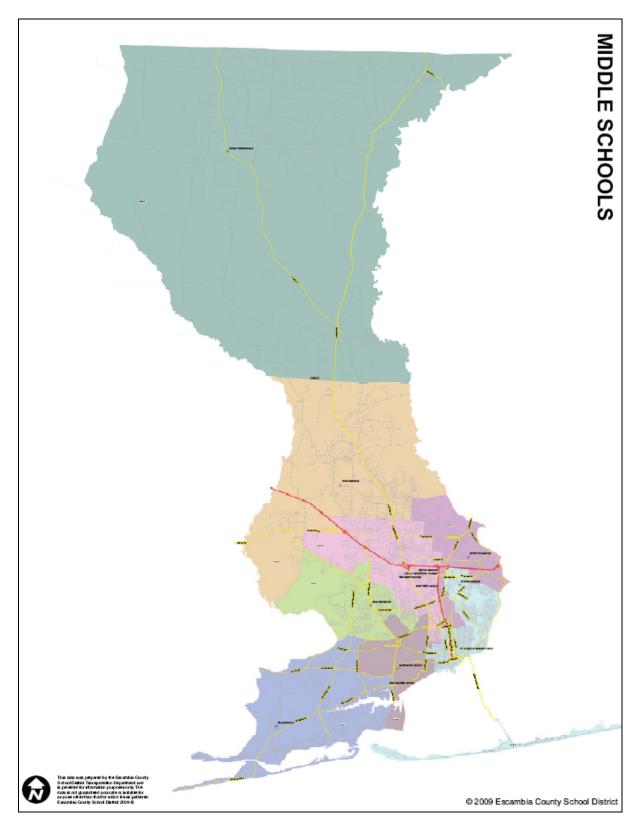




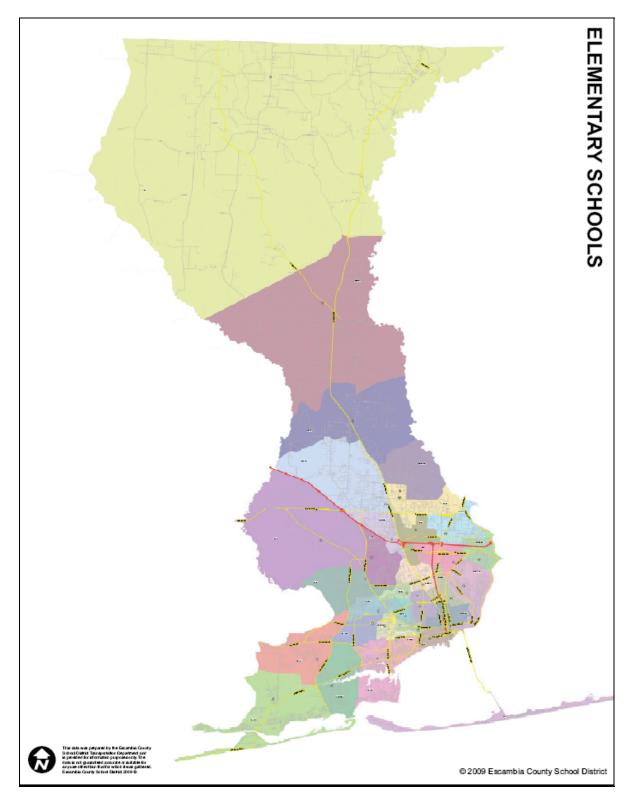
Escambia County School District Ancillary Facilities



Escambia County High School Attendance Zones

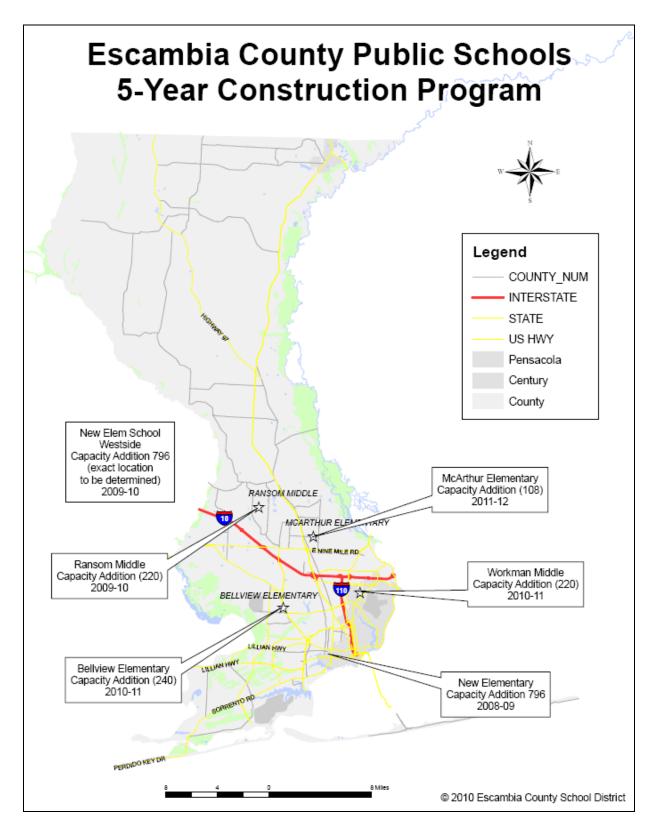


Escambia County Middle School Attendance Zones

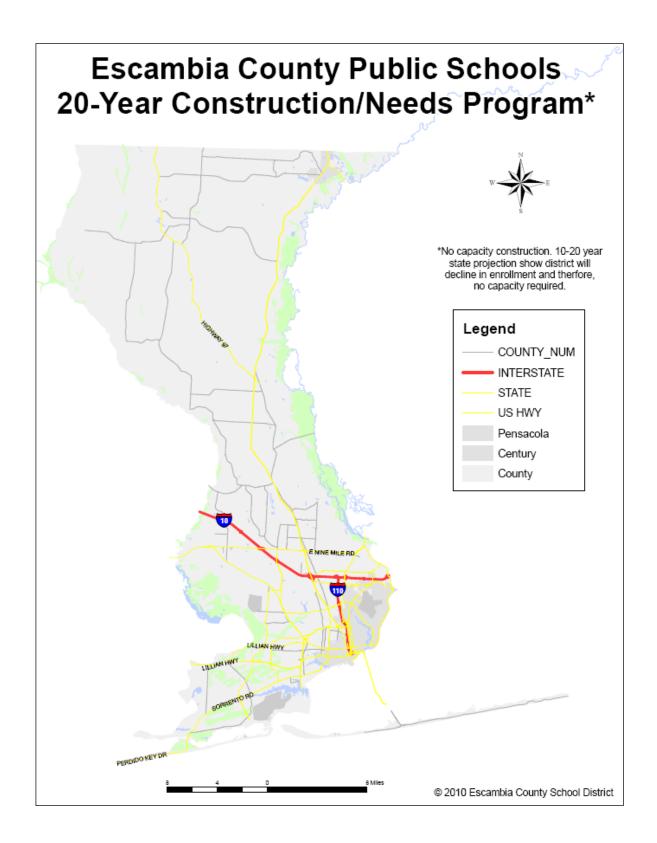


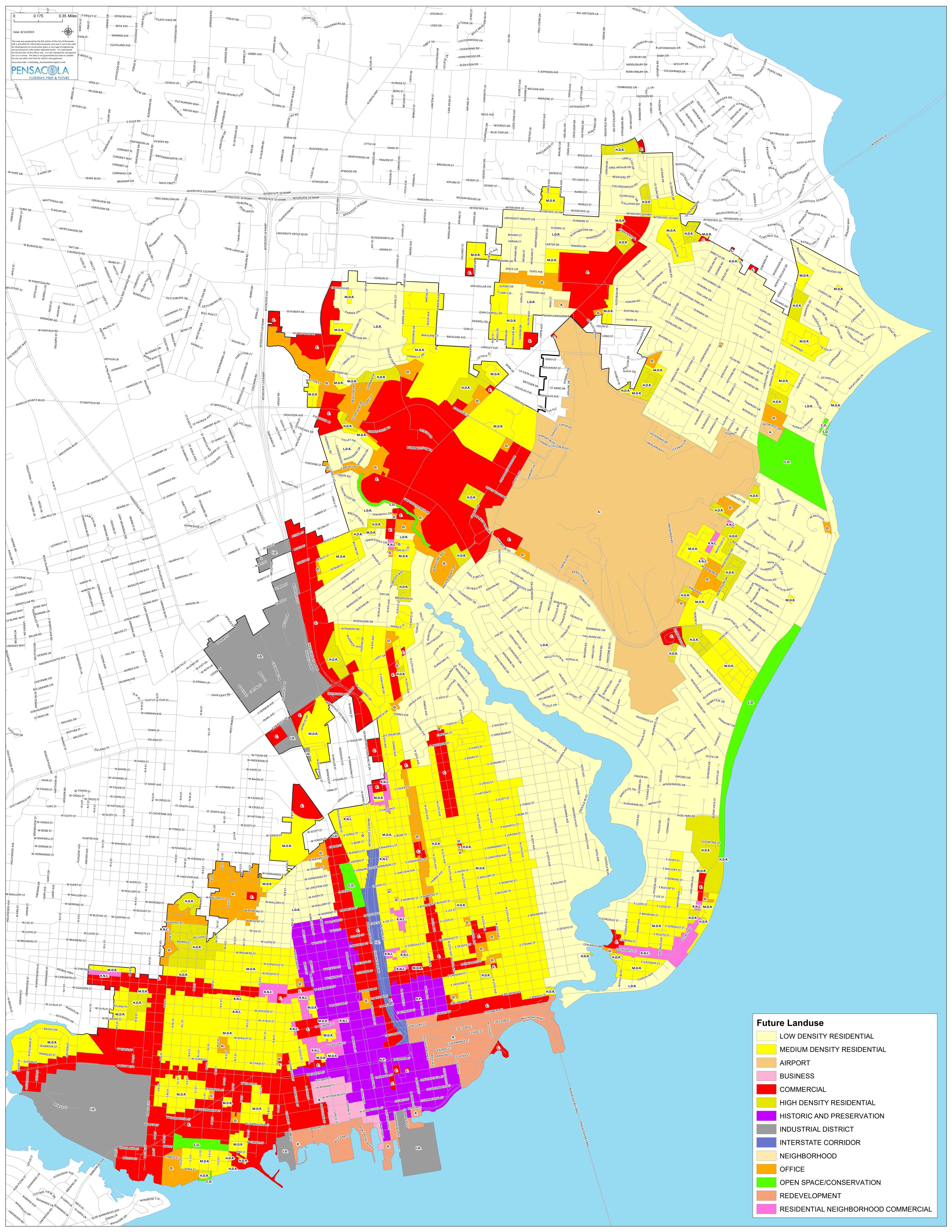
Escambia County Elementary School Attendance Zones

Escambia County Public Schools 5-Year Construction Program



Escambia County Public Schools 20-Year Construction/Needs Program





City of Pensacola

# **COMPREHENSIVE PLAN VOLUME I** Goals, Objectives, and Policies



Pensacola, Florida Community Development Department

**July 2011** 

CITY OF PENSACOLA COMPREHENSIVE PLAN

## VOLUME I GOALS, OBJECTIVES, AND POLICIES

## PENSACOLA, FLORIDA COMMUNITY DEVELOPMENT DEPARTMENT

**JULY 2011** 

VOLUME II - DATA AND ANALYSIS TO THE COMPREHENSIVE PLAN SERVES AS SUPPORTING DOCUMENTATION TO THIS SECTION

# CITY OF PENSACOLA COMPREHENSIVE PLAN

# **VOLUME I GOALS, OBJECTIVES, AND POLICIES**

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### **CHAPTER 1**

### FUTURE LAND USE

GOAL FLU-1: Maximize the use of land both from an economic standpoint, and from the standpoint of minimizing threats to the health, safety and welfare of residents and to the continued well-being of the natural environment.

Objective FLU-1.1: Specify the desired development pattern through a land use category system that provides for the location, type, density and intensity of development and redevelopment based on natural conditions and dependent on the availability of services as shown on the Future Land Use Map and controlled through the adopted Land Development Code.

Policy FLU-1.1.1: All development orders and building permits for future development and redevelopment activities shall be issued only if public facilities necessary to meet adopted level of service standards are available concurrent with the impacts of the development.

Policy FLU-1.1.2: The City will amend its Land Development Code as needed to remain consistent with the requirements of Chapter 163.3202, Florida Statutes and Chapter 9J-5.022 and 9J-5.023, F.A.C. so that future growth and development will continue to be managed through the preparation, adoption, implementation and enforcement of land development regulations that are consistent with the Comprehensive Plan.

Policy FLU-1.1.3: The Land Development Code will be evaluated during the EAR-based amendment process to identify revisions that are needed to implement the goals, objectives and policies of the Comprehensive Plan. The Land Development Code includes:

- 1. Zoning District Regulations
- 2. Neighborhood Preservation Standards
- 3. Off-Street Parking
- 4. Signage
- 5. Tree/Landscape Regulations
- 6. Subdivisions
- 7. Control of Erosion, Sedimentation and Runoff
- 8. Flood Plain Management
- 9. Airport Zoning

Policy FLU-1.1.4: Each future land use category shall have a set of zoning districts that may be permitted within that future land use category, and zoning that is not consistent with the category shall not be approved. The zoning ordinances shall include a table which sets forth the different zoning districts

which are permitted within each future land use category, and designations which are not consistent with the table shall not be approved.

Policy FLU-1.1.5: Future land use categories, including densities and intensities of use for each category, shall be established as follows:

Conservation District: The Conservation Land Use District is established to preserve open space as necessary for protecting water resources, preserving scenic areas, preserving historic sites, providing parklands and wilderness reserves, conserving endemic vegetation, preventing flood damage and soil erosion. This future land use category shall apply to environmentally sensitive areas identified on the Future Land Use Map and protected from development pursuant to site plan review. The following generalized uses are permitted:

(a) Wildlife and vegetation conservation:

Wildlife refuge, nature trails and related facilities

(b) Recreational facilities:

Passive recreation Bike trails Jogging trails

(c) Other similar and compatible conservation and recreational uses: Boat moorings, fishing piers, drainage areas, etc.

Residential Districts: The Residential Land Use Districts are established for the purpose of providing and preserving areas of predominantly low, medium or high residential development. A variety of residential uses shall be allowed, based on zoning classification, at the following maximum densities:

- \* Low Density Residential 5 or fewer residential dwelling units per acre.
- \* Medium Density Residential 18 or fewer residential dwelling units per acre. Conditional use permits for the following land uses may be approved in the Medium Density Residential Land Use District based on site plan review and public notification procedures: Residential design manufactured homes, bed and breakfast, day care centers and accessory office units subject to intensity standards for the Office and Residential/Neighborhood Commercial Land Use Districts.
- \* High Density Residential 35 or fewer residential dwelling units per acre allowed pursuant to lot coverage, landscape area, parking and recreational area development requirements provided in the adopted Land Development Code. No building shall exceed a height of 150'. This height limitation shall not apply to buildings for which preliminary development plan approval was granted by the City Council on or before December 31, 1994.

Office District: The Office Land Use District is established for the purpose of providing for a mixture of residential and office uses, developed separately or within the same structure. When located in older, developed areas of the City, the district is intended to provide for residential or office infill development at a density, character and scale compatible with the surrounding area. In newer, vacant areas of the City, the district is also intended as a transition area between residential and commercial uses. Residential and office uses are allowed at the following maximum densities and intensities:

- \* Residential density not to exceed 35 dwelling units per acre.
- \* Office the maximum combined area occupied by all principal and accessory buildings on a lot shall be 30% for a one- to four-story building, 25% for a five- to seven-story building and 20% for any building over eight stories. No building shall exceed a height of 100'.

Residential/Neighborhood Commercial District: The Residential/ Neighborhood Commercial Land Use District is established for the purpose of providing for a mixture of residential, professional and certain types of neighborhood convenience-shopping-retail sales and service uses. Residential and office or commercial uses shall be allowed within the same structure. When located in older sections of the community in which by custom and tradition the intermixing of such uses has been found to be necessary and desirable, the districts intended to provide for infill development at a density, character and scale compatible with the surrounding area. When located in newer developing areas where it is necessary and desirable to create a transition zone between a residential and a commercial district, the district is intended to provide for mixed office, commercial and residential development. Residential, office and low-intensity commercial uses are allowed at the following maximum densities and intensities:

- \* Residential density not to exceed 35 dwelling units per acre.
- \* Office and Commercial the maximum combined area occupied by all principal and accessory buildings on a lot shall be 30% for a one- to four-story building, 25% for a five- to seven-story building and 20% for any building over eight stories. No building shall exceed a height of 100'.
- \* Commercial uses shall be restricted to a maximum floor area subject to regulations set forth in the adopted Land Development Code.

Commercial District: The Commercial Land Use District is established for the purpose of providing areas of commercial development ranging from compact shopping areas to limited industrial/high intensity commercial uses. Light industrial uses such as fabrication, assembly and warehousing are permitted.

Conventional residential use is allowed as well as residential uses on upper floors above ground floor commercial or office uses and in other types of mixed-use development. Residential, office and commercial uses are allowed at the following maximum densities and intensities:

- \* Residential density not to exceed 35 dwelling units per acre outside the dense business area and density not to exceed 135 dwelling units per acre in the dense business area.
- \* Office and Commercial in the dense business area the maximum combined area occupied by all principal and accessory buildings shall be 100% of lot size (subject to compliance with parking provisions) up to a height of 100'. Developments of over 100' in height shall be required to reduce the lot coverage by 10%. No building shall exceed a height of 150'.
- \* Office and Commercial outside of the dense business area the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a height of 100'. Developments of over 100' in height shall be required to reduce the lot coverage by 10%. No building shall exceed a height of 150'.

Industrial District: The Industrial Land Use District is established for the purpose of providing areas for industrial development for community and regionally oriented service areas. The district is intended to facilitate the more intense, large-scale manufacturing, warehousing, distribution, wholesaling and other industrial functions of the City and the region. The uses in this district would typically be of a scale and intensity that are more likely to be capable of having an adverse affect (through sound, vibration, odor, etc) on adjacent properties if they are not of a compatible character (i.e. residential, office, and general commercial land uses). Office, commercial and a mixture of light industrial, heavy industrial and industrial park uses are allowed, with maximum building coverage of 75% of lot size up to a maximum height of 100 feet.

Neighborhood District: The Neighborhood Land Use District is established to provide for land uses and aesthetic considerations which are distinctive and unique to neighborhoods defined by specific geographic boundaries on the Future Land Use Map.

A variety of residential, office and commercial uses will be allowed at the following maximum densities or intensities:

- \* Residential density not to exceed 35 dwelling units per acre.
- \* Office and Commercial the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a maximum height of 100'.

Historic and Preservation District: The Historic and Preservation Land Use District is established to preserve the development pattern and distinctive architectural character of these unique areas through the restoration of existing buildings and construction of compatible new buildings. These buildings and historic sites and their period architecture make the district unique and worthy of continuing preservation efforts. 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 districts. The district is an established business area, residential neighborhood and tourist attraction, containing historic sites and museums, a variety of specialty retail shops, restaurants, small offices, and residences.

A variety of residential, office and commercial uses will be allowed at the following maximum densities or intensities:

- \* Residential density not to exceed 35 dwelling units per acre in the Pensacola (Seville) Historic District, the North Hill Preservation District and the Old East Hill Preservation District and density not to exceed 135 dwelling units per acre in the Palafox Historic Business District.
- \* Office and Commercial in the Pensacola (Seville) Historic District, the North Hill Preservation District and the Old East Hill Preservation District - buildings shall not exceed a maximum height of 45'. Lot coverage shall be regulated by use of front, side and rear yard requirements pursuant to regulations in the Land Development Code and based on existing development.
- \* Office and Commercial in the Palafox Historic Business District the maximum combined area occupied by all principal and accessory buildings shall be 100% of lot size (subject to compliance with parking provisions) up to a height of 100'. Developments of over 100' in height shall be required to reduce the lot coverage by 10%. No building shall exceed a height of 150'.

Redevelopment District: The Redevelopment Land Use District is established to promote the orderly redevelopment of the southern gateway to the City and portions of the Pensacola Bay waterfront area in order to enhance visual appearance, preserve unique shoreline vistas, provide public shoreline access, preserve or provide working waterfront activities, improve traffic safety and encourage a high quality of site planning. Site specific analysis of each development proposal within the district is intended to ensure that the scenic orientation and open space image of the shoreline is maintained, that the development characteristics are upgraded and the boundary of the adjacent special districts are positively reinforced.

A variety of residential, office and commercial uses will be allowed at the following densities or intensities:

- \* Residential density not to exceed 100 dwelling units per acre in the Gateway Redevelopment District and 60 dwelling units per acre in the Waterfront Redevelopment District.
- \* Office and Commercial in the Gateway Redevelopment District the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a maximum height of 100'.
- \* Office and Commercial in the Waterfront Redevelopment District the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a maximum height of 60'.

Business District: The Business Land Use District is established to promote the compatible redevelopment of the City's historic downtown waterfront by encouraging high quality site planning and architectural design which is compatible with both the historic character of the existing structures and the waterfront activities.

- \* Residential density not to exceed 108 dwelling units per acre in the South Palafox Business District.
- \* Office and Commercial in the South Palafox Business District the maximum combined area occupied by all principal and accessory buildings shall be 100% of lot size up to a maximum height of 80'.

Airport District: The Airport Land Use District is established to regulate land owned by the Pensacola Regional Airport or immediately adjacent to the airport which is considered sensitive due to its relationship to the runways and its location within noise zones. Land owned by the City allows only open space, recreational or commercial and industrial uses customarily related to airport operations. Low density residential and a variety of office and commercial uses will be allowed on privately owned land, based on the zoning classification and subject to the requirements of Chapter 333 of the Florida Statutes, at the following maximum densities:

- \* Residential density not to exceed 5 dwelling units per acre.
- \* Office and Commercial the maximum combined area occupied by all principal and accessory buildings shall be 50%. No building shall exceed a height of 45', subject to airport height limitations.

Interstate Corridor District: The Interstate Corridor Land Use District is established to provide for non-highway land uses both below and adjoining the Interstate I-110 corridor on land owned by the Florida Department of Transportation and leased by the City of Pensacola as shown in the Site Development Plan in the DOT *Corridor Location, Design and Multiple Use Report: Interstate 110, Pensacola, Escambia County, Florida, 1972.* The

following land uses are allowed at the land use mix composition shown below, with site plan review and City Council approval:

- \* Residential density not to exceed 35 dwelling units per acre up to a maximum 3% of the developable land.
- \* Service, tourist and community commercial and light industrial uses up to a maximum 25% of developable land.
- \* Recreation and open space facilities, and community centers owned and operated by the City up to a maximum 35% of developable land.
- \* Public utilities, City government buildings and facilities and public transportation facilities up to a maximum 37% of developable land.

The maximum combined area occupied by all principal and accessory buildings shall be 50%. No building shall exceed a height of 45', subject to DOT height limitations.

Policy FLU-1.1.6: The following uses shall be allowed in all future land use districts, except for Conservation and Interstate Corridor, subject to regulations set forth in the adopted Land Development Code, and Chapter 333 of the Florida Statutes: Community residential homes, schools with curriculum the same as public schools, libraries, churches, home occupations and accessory structures incidental to any permitted use. Parks and playgrounds and utility structures shall be allowed in every district.

Policy FLU-1.1.7: Adaptive reuse of vacant public, semipublic, institutional or historically significant structures within the Medium and High Density Residential Land Use Districts and the Residential Neighborhood Commercial Land Use District shall be allowed subject to issuance of a conditional use permit.

Applicants for a conditional use permit must submit development plans, undergo site review process through the Planning Board, provide for public notification of property owners within an established radius and obtain approval from the City Council. To ensure the compatibility of the conditional use development with the surrounding residential neighborhood the City Council may prescribe appropriate conditions and safeguards as follows:

- \* Limit or otherwise designate the following: the manner in which the use is conducted; the height, size or location of a building or other structure; the number, size, location, height or lighting of signs; the location and intensity of outdoor lighting or require its shielding.
- \* Establish special or more stringent buffer, yard or other open space requirements.
- \* Designate the size, number, location or nature of vehicle access points.

- \* Require berming, screening, landscaping or similar methods to protect adjacent or nearby property and designate standards for installation or maintenance of the facility.
- \* Designate the size, height, location or materials for a fence or wall.

Objective FLU-1.2: Existing nonconforming land uses which are incompatible or inconsistent with the Future Land Use Plan will not be allowed to expand, to be enlarged, or to be rebuilt or reopened if destroyed, pursuant to provisions adopted in the Land Development Code and consistent with the requirements of Chapter 163, F.S.

Policy FLU-1.2.1: Expansion or replacement of land uses, which are incompatible with the Future Land Use Plan, shall be prohibited. Existing nonconforming uses will be permitted as provided in the City's Land Development Code.

Policy FLU-1.2.2: Land uses which are potentially incompatible due to type of use and/or intensity of use, shall be buffered from one another through the use of physical and/or natural vegetative barriers within required yards established in the adopted Land Development Code.

Objective FLU-1.3: The City shall protect its natural resources and its historic, architectural and archaeological resources in accordance with the City's Land Development Code.

Policy FLU-1.3.1: Continue to protect natural open space areas within the City as designated in the Recreation and Open Space Element.

Policy FLU-1.3.2: Public access to the waterfront shall be maintained or improved by the City (i.e., boat ramps, street rights-of-way). Private property rights will be protected in providing public access to the waterfront.

Policy FLU-1.3.3: Wetlands and other natural vegetative and wildlife habitats identified, as Conservation Districts on the City's Future Land Use Map will be protected from development through provisions in the Land Development Code.

Policy FLU-1.3.4: Regulate the location of hazardous waste disposal, storage and treatment facilities within the City through enforcement of land development regulations.

Policy FLU-1.3.5: The City shall coordinate with West Florida Historic Preservation, Inc. by providing technical assistance in its efforts to identify, designate and preserve historic architectural resources and shall continue to enforce the regulations in the adopted Historic District zoning ordinance.

Policy FLU-1.3.6: The City shall abide by the guidelines of its archaeological resolution whenever development is planned for City-owned property.

Policy FLU-1.3.7: The City shall utilize maps contained in the *Wellhead Protection Area Delineation In Southern Escambia County, Florida, Water Resources Special Report 97-4, December 1997*, prepared by the Northwest Florida Water Management District, as may be amended, and included by reference, to identify wellhead protection areas around existing water wells and shall continue to cooperate with the Escambia County Utilities Authority in reviewing land use regulations within these areas.

Policy FLU-1.3.8: Land uses delineated by the Future Land Use element shall be permitted based on the availability of water supplies in addition to the availability of public water facilities consistent with the requirements of Chapter 163, F.S.

Objective FLU-1.4: All development and redevelopment in the Coastal High Hazard Area shall be consistent with the Coastal Management Element and shall be coordinated with appropriate regional hurricane evacuation plans.

Policy FLU-1.4.1: For City-funded developments, water-dependent and water-related activities shall be given a higher priority for permit approval.

Policy FLU-1.4.2: Public access to the waterfront shall be encouraged in all developments utilizing City funds except for industrial developments.

Policy FLU-1.4.3: Future residential land use developments in the CHHA shall be limited to the following densities by location:

- \* Low density along Escambia Bay north of Hyde Park Road and south of Gadsden Street, and along both shores of Bayou Texar.
- \* Medium density along Pensacola Bay (except for the Historic District), and along Bayou Chico.
- \* High density Historic District.

Policy FLU-1.4.4: Future residential land use developments in the dense business area constructed in the CHHA shall be limited to medium density (18 or fewer residential dwelling units per acre). Allowable density above the medium density limit established by future land use category may be transferred to portions of the development site outside the CHHA.

Objective FLU-1.5: The City shall coordinate with other local governments and agencies to reduce or minimize adverse impacts in the region due to development in the City.

Policy FLU-1.5.1: The City shall develop procedures for review of requests for development orders which might affect or be affected by another government or agency and coordinate appropriately.

Policy FLU-1.5.2: The City shall review and contribute to any updates of the Comprehensive Plans in surrounding jurisdictions and other policy plans that would affect implementation of local resource protection goals.

Objective FLU-1.6: Ensure that suitable land is available for utilities necessary to support proposed developments through enforcement of subdivision ordinances which require the provision of adequate land for utilities infrastructure.

Policy FLU-1.6.1: Pursue an interlocal agreement and an informal coordination mechanism, to the extent possible, with Emerald Coast Utilities Authority and other utilities providers in locating public facilities and utilities to maximize the efficiency of services provided, to minimize their cost and to minimize their impacts on the natural environment.

Objective FLU-1.7: Facilitate efficient and reliable delivery of electric service.

Policy FLU-1.7.1: New electric distribution substations shall be a permitted use in all land use categories and zoning districts within the City except those designated as preservation, conservation, or historic preservation on the future land use map or duly adopted ordinance pursuant to F.S. 163.3208.

Policy FLU-1.7.2: Standards for set-backs, landscaping, buffering, screening, and other aesthetic compatibility-based standards shall apply to new distribution electric substations pursuant to F.S. 163.3208 to achieve compatibility with adjacent and surrounding land uses to the maximum extent practicable.

Policy FLU-1.7.3: The City shall grant or deny a properly completed application for a permit to locate a new distribution electric substation within a residential land use category or zoning district pursuant to the requirements of F.S. 163.3208.

Objective FLU-1.8: Provide for effective land development opportunities while allowing for innovative solutions through the Land Development Code.

Policy FLU-1.8.1: The land development regulations shall be modified and/or expanded to reflect the goals, objectives and policies of all the Comprehensive Plan elements.

Policy FLU-1.8.2: Land development regulations shall allow flexibility, within some zoning districts to provide for affordable housing and other redevelopment opportunities.

Policy FLU-1.8.3: Land development regulations shall include standards for residential density bonuses above the limit otherwise established by future land use category in exchange for the construction of affordable housing and as an incentive to achieve superior building and site design, preserve environmentally

sensitive lands and open space, and provide public benefit uses including access to the waterfront.

- Density bonuses for superior building and site design, preservation of environmentally sensitive lands and open space, and provision of public benefit uses shall not exceed 10% of the limit otherwise established by land use category and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- Density bonuses for superior building and site design, preservation of environmentally sensitive lands and open space, and provision of public benefit uses shall be based upon clear and convincing evidence that the proposed design will result in a superior product that is compatible with the surrounding land uses and produces a more desirable product than the same development without the bonus.
- Density bonuses for the provision of affordable housing shall not exceed 25% of the limit otherwise established by land use category and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- Density bonuses for the provision of affordable housing shall be based upon ratios of the amount of affordable housing to market rate housing within a proposed residential development and shall include mechanisms to assure that the units remain affordable for a reasonable timeframe such as resale and rental restrictions and rights of first refusal.
- The maximum combined density bonus for superior building and site design, preservation of environmentally sensitive lands and open space, provision of public benefit uses and affordable housing provided to any single development shall not exceed 35% of the limit otherwise established by land use category.
- All density bonuses shall be approved by the City Planning Board.

Objective FLU-1.9: Direct development in the City to areas where infrastructure exists to reduce development outside of the City limits which would cause further urban sprawl.

Policy FLU-1.9.1: Promote infill development of vacant and underutilized parcels within City limits through use of appropriate land development regulations, and provision of effective urban services.

Policy FLU-1.9.2: Encourage mixed-use development as a means to increase density in the designated urban core and inner-city redevelopment areas of the City in accordance with adopted redevelopment area plans through EAR-based amendments of the Comprehensive Plan and revisions of the Land Development Code.

Policy FLU-1.9.3: Support increased density in proximity to existing and proposed urban elementary schools, and seek to use such schools as neighborhood focal points by collocating public facilities such as parks and community centers with schools to the extent possible.

Policy FLU-1.9.4: Continue to encourage mixed use development through the use of innovative land development techniques such as planned unit developments, cluster housing, mixed-uses on individual parcels and other approaches as provided in the land development code.

Policy FLU-1.9.5: Promote innovative arrangements of development types and promote a complimentary mix of residential/commercial/recreation uses along primary vehicular corridors of neighborhoods so as to minimize the impacts of new development on existing resources and facilities by allowing a variety of uses in close proximity to one another.

Policy FLU-1.9.6: Allow development of a mixture of residential, commercial and office land uses in the mixed residential/office/commercial zoning districts along primary vehicular corridors of the Urban Core and inner-city Community Redevelopment Areas, through review and revision of the Land Development Code.

Objective FLU-1.10: Increase and enhance Traditional Neighborhoods

Policy FLU-1.10.1: Identify and revise incompatible zoning designations and approved land uses to ensure suitable development in support of existing traditional neighborhoods and a cohesive urban fabric.

Policy FLU-1.10.2: Encourage new Neo-Traditional Neighborhood Development and compatibly designed infill within the urban core and inner-city redevelopment areas through review, and revision where necessary, of the land use regulations in the Land Development Code.

Policy FLU-1.10.3: Explore Neighborhood Conservation Overlay Districts to ensure compatible infill development in existing traditional neighborhoods.

Policy FLU-1.10.4: Explore the use of State and Federal redevelopment programs to encourage Neo-Traditional Neighborhood Developments that include a mix of uses and provide housing for a range of incomes.

Objective FLU 1.11: Promote development in the downtown urban core areas of the City.

Policy FLU-1.11.1: Promote through the redevelopment process, the introduction of mixed-use development to enhance retail viability, establish truly pedestrianoriented shopping districts, create more attractive buildings and public spaces, support transit viability, and reduce vehicle trips.

Policy FLU-1.11.2: Review land use regulations in the Land Development Code and revise where necessary to support walkability and pedestrian activity, arts, and entertainment uses in the City's downtown.

Policy FLU-1.11.3: Review land use regulations in the Land Development Code and revise where necessary to encourage the vertical and horizontal integration of a complementary mix of commercial, service and other non- residential uses that address the needs of families and other household types living in downtown neighborhoods.

Policy FLU-1.11.4: Pursue the establishment of a downtown railroad "quiet zone" to facilitate downtown development.

Policy FLU-1.11.5: Continue to coordinate with the Downtown Improvement Board on parking enforcement and management to provide adequate parking for downtown patrons.

Policy FLU-1.11.6: Continue to waive off-street parking requirements in the HC-1 and HC-2 districts, for residential land uses in the dense business area, and for qualifying buildings in the South Palafox Business District and C-2A district to encourage downtown and urban core development.

Policy FLU-1.11.7: Continue to allow the off-site provision of parking through a shared parking agreement in qualifying zoning districts to promote downtown and urban core development.

Objective FLU-1.12.: Implement plans for redevelopment and renewal of blighted areas in Census Tracts 1 through 8, and particularly in the downtown urban core and inner-city Community Redevelopment Areas.

Policy FLU-1.12.1: Continue to undertake redevelopment projects and programs as outlined in the *Urban Core Community Redevelopment Plan* (2010 Update), the *Pensacola Waterfront Redevelopment Plan* (2000/Update 2010), the *Pensacola Historic District Master Plan*, (2004) and the *Belmont DeVilliers Land use Plan* (2004) and promote increased density.

Policy FLU-1.12.2: Continue to engage in redevelopment activities within the designated Urban Infill and Redevelopment Area in accordance with the *Urban Infill and Redevelopment Area Plan*.

Policy FLU-1.12.3: Implement redevelopment efforts as identified in the *Westside Community Redevelopment Area Plan* (2007).

Policy FLU-1.12.4: Encourage Brownfield and grayfield redevelopment and adaptive reuse within the urban core and inner-city development areas.

Policy FLU-1.12.5: Promote redevelopment of existing automobile-oriented corridors and the upgrading of existing commercial development to create vibrant, mixed-use boulevards that balance efficient movement of motor vehicles with the creation of attractive pedestrian-friendly districts that serve the adjoining neighborhoods as well as passing motorists pursuant to adopted redevelopment plans.

Policy FLU-1.12.6: Provide infrastructure improvements as part of a redevelopment program in the above mentioned areas in such a way that will not strain the economic resources of the City's existing and new residents.

Policy FLU-1.12.7: Provide for some economic incentives for development in the cited neighborhoods including the following:

- \* Establishing lower level of service standards for some facilities in developed neighborhoods so that costs of upgrading facilities will not be prohibitive; and
- \* Establishing lower or abolishing impact fee assessments in these neighborhoods if the use of impact fees are adopted in the Plan.

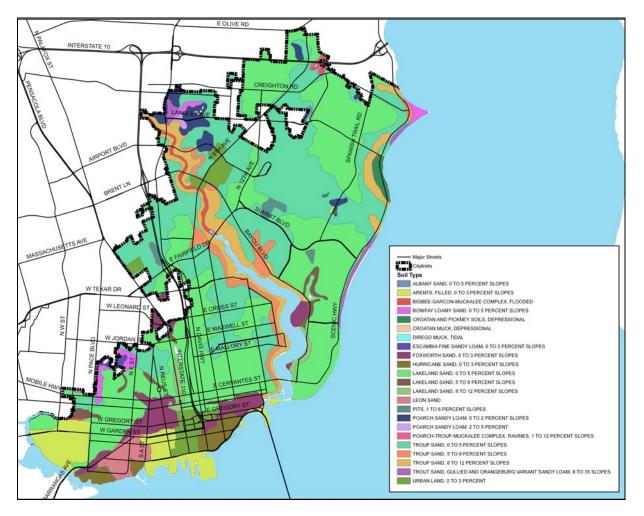
Objective FLU-1.13: Opportunity for dispute resolution in consideration of revisions to the Comprehensive Plan.

Policy FLU-1.13.1: Opportunity shall be afforded, pursuant to F.S. 163.3181 (4), for informal mediation or other alternative dispute resolution to a property owner who's request for an amendment to the Comprehensive Plan pertaining to his property is denied. The costs of the mediation or other alternative dispute resolution shall be borne equally by the local government and the property owner. If the owner requests mediation, the time for bringing a judicial action is tolled until the completion of the mediation or 120 days, whichever is earlier.

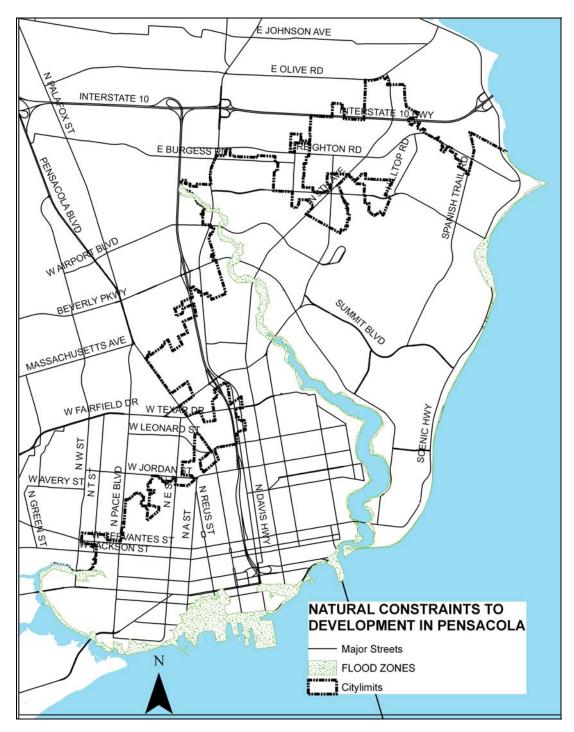
Policy FLU-1.13.2: Prior to an administrative hearing conducted pursuant to review of the comprehensive plan or plan amendment by the state land planning agency, opportunity to mediate or otherwise resolve the dispute of any affected person who intervenes as a party to that proceeding shall be afforded pursuant to

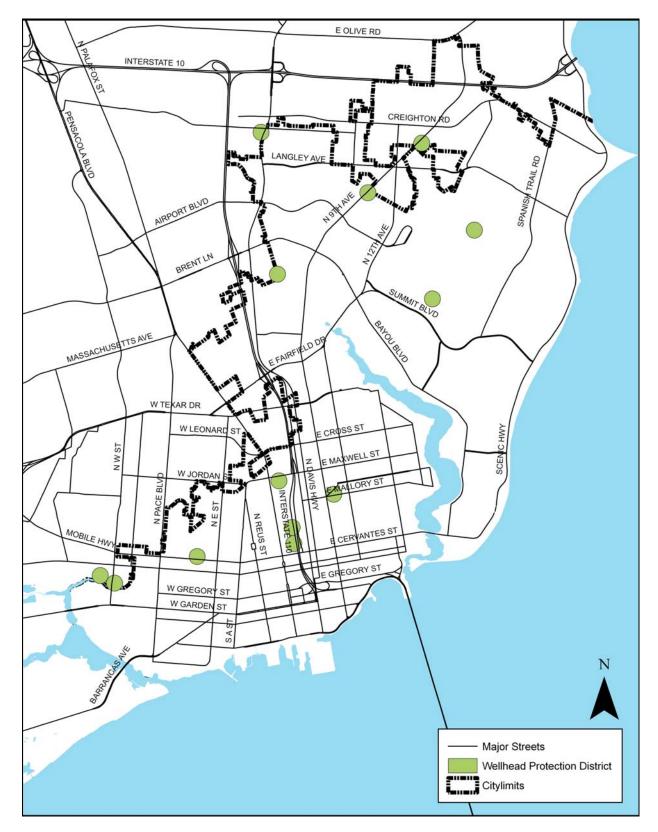
F.S. 163.3184 (10)(c). The costs of the mediation or other alternative dispute resolution shall be borne equally by all the parties to the proceeding.

#### City of Pensacola Soils



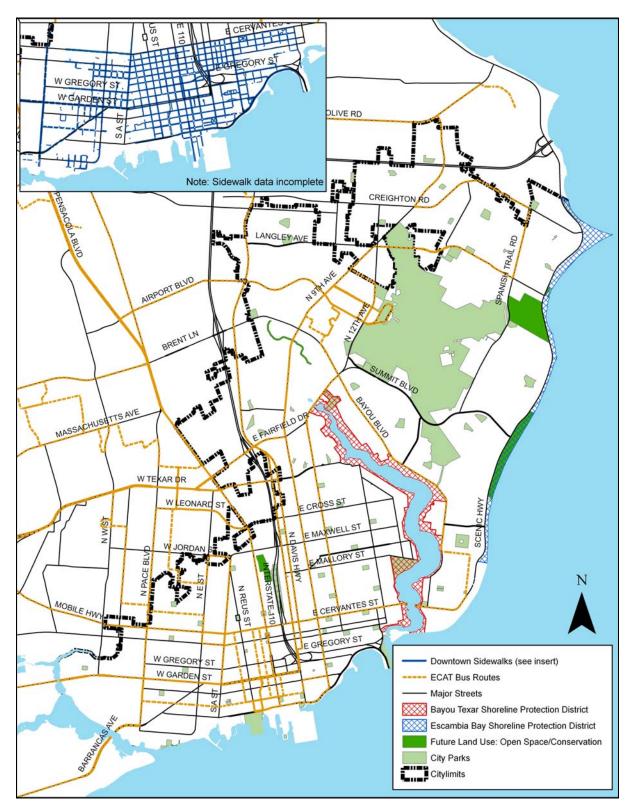
#### City of Pensacola Flood Zones



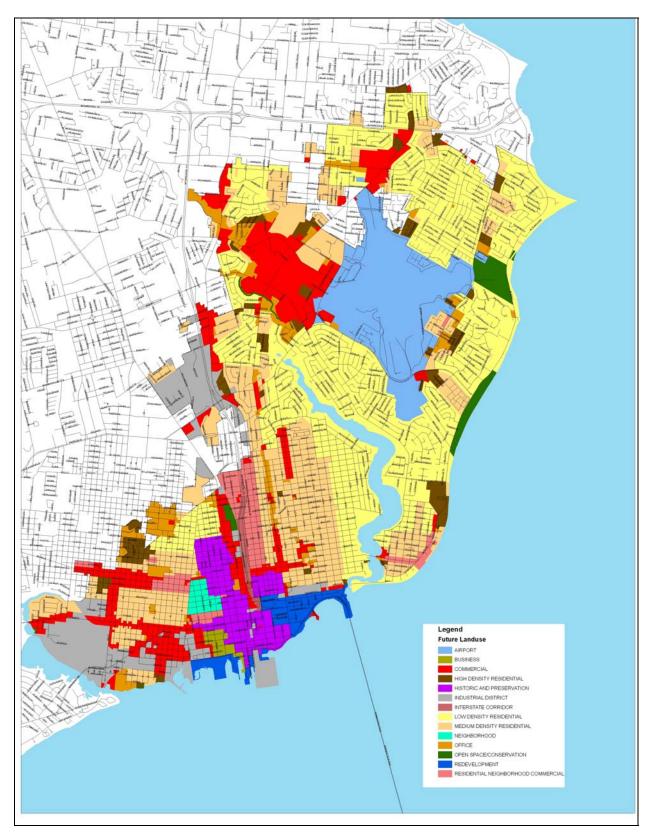


City of Pensacola Wellhead Protection Zones

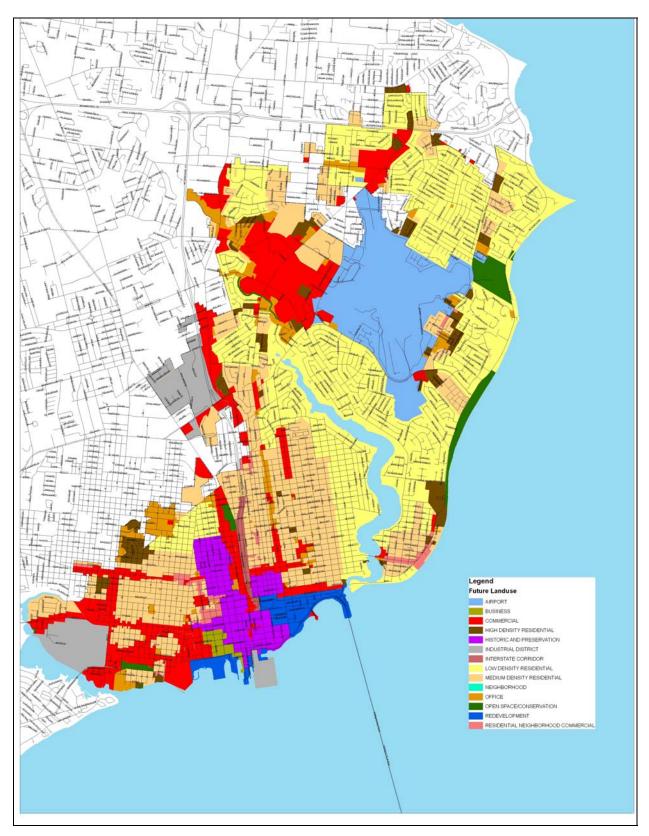
City of Pensacola Energy Conservation



#### Existing Future Land Use



#### Proposed Future Land Use



#### **CHAPTER 2**

#### TRANSPORTATION

#### GOAL T-1: A safe, convenient, and efficient street system.

Objective T-1.1: The City shall maintain Level of Service standards and implement recommendations to address existing and forecasted LOS deficiencies.

Policy T-1.1.1: The City of Pensacola has adopted Florida Department of Transportation (FDOT) Quality/Level of Service Handbook standards to determine maximum volumes for adopted level of service on the Florida Intrastate Highway System. In addition, the City has adopted the following Level of Service standards on the other roadway types within the City limits to determine maximum volumes:

Roadway Type	LOS (Peak hour)
State Roadways	
Intrastate	С
Other State Roads	E
Roads Within the TCEA	Exempt
Local Roadways	
Local Collector Roads	E
Other Local Roads	С

Policy T-1.1.2: The City of Pensacola shall continue to examine traffic impacts associated with development on roadways within the City to ensure that adopted Level of Service standards are not degraded.

Policy T-1.1.3: The City will review annually, adopted Level of Service standards, traffic volumes, and system demands in order to monitor impacts of new development on the traffic circulation of the City.

Policy T-1.1.4: The City of Pensacola has designated an Urban Redevelopment Transportation Concurrency Exception Area (TCEA) within the boundaries of the Community Redevelopment Area as established pursuant to Resolution 54-80. The boundary of the Urban Redevelopment TCEA is shown on the adopted Future Traffic circulation Map.

Objective T-1.2: The City of Pensacola shall continue to cooperate with the local comprehensive transportation planning process in the Pensacola urbanized area.

Policy T-1.2.1: The City will continue to coordinate with the West Florida Regional Planning Council, FDOT, and the TPO regarding transportation planning and programs within the Pensacola urbanized area.

Policy T-1.2.2: The City will continue to participate in the preparation of the Florida Alabama Transportation Planning Organization's (TPO's) long-range transportation study to evaluate transportation needs and alternatives to improve traffic circulation between the Gulf Breeze peninsula and the City of Pensacola. The City will request the FDOT prepare an analysis of land use and traffic impacts of landfall locations proposed for the western terminus of a new Pensacola Bay bridge.

Policy T-1.2.3: The City shall coordinate with the FDOT, the TPO, the Federal Highway Administration (FHWA), Escambia County, and other Corridor Management Entity partners, where feasible, in implementing elements of the Corridor Management Plan (CMP) for the Scenic Bluffs Highway Corridor.

Objective T-1.3: The City of Pensacola shall continue to maintain, protect, and improve the existing and future coordinated network of streets.

Policy T-1.3.1: The City will use the following definitions from the Land Development Code section 12-14-1 to classify streets within City limits. The City will identify the classification of local streets on the Roadway Functional Classification Map which shall be contained in the City's Land Development Code, and updated periodically to reflect current roadway function.

*Street* means a way for vehicular traffic, whether designated as a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place or however otherwise designated. The word "street" includes the following terms, further described as follows:

*Streets, major arterial* means streets which provide for through traffic movement between areas and across the City, and direct access to major employment locations and commercial uses.

*Streets, minor arterial* means street which provide for traffic movement between major neighborhoods.

*Streets, collector* means streets which provide for the movement of traffic between major arterials and local streets and direct access to abutting property.

*Street, local* means streets which provide for direct access to abutting land and used for local traffic movements only.

*Streets, marginal access* are minor streets which are parallel to and adjacent to arterial streets and highways; and which provide access to abutting properties and protection from through traffic.

Policy T-1.3.2: The City shall follow and annually update its 5-year Master Plan for City streets and roadways.

Policy T-1.3.3: The City will continue to coordinate land use decisions with the future traffic circulation system by coordinating traffic circulation improvements with the Future Land Use Map.

Policy T-1.3.4: The City shall incorporate safety measures such as signage, pavement markings, and engineering improvements into all transportation improvements.

Policy T-1.3.5: The City will review periodical accident frequency reports about applicable roads within the City limits and make necessary roadway improvements whenever and wherever applicable.

Policy T-1.3.6: The City shall preserve and protect the capacity of all major streets by minimizing points of ingress/egress, wherever possible, and by closing or relocating unnecessary curb cuts to provide efficient access to the roadway system when development occurs. The City will review, and revise where necessary, its existing standards for providing access and spacing in the Land Development Code. The City will periodically coordinate this review activity with Escambia County and the FDOT through continued participation with the Florida-Alabama TPO.

Policy T-1.3.7: The City shall protect existing and future transportation corridors by implementing the requirements of the subdivision ordinance. This includes mandatory dedication of rights-of-way, where required, as a condition of plat approval.

Objective T-1.4: The City shall continue to implement Transportation System Management strategies to improve the overall performance and quality of the existing transportation network.

Policy T-1.4.1: The City shall coordinate additional segments of the existing computerized signal system with Escambia County, the TPO, and FDOT.

Policy T-1.4.2: The City will review the elimination of one way streets in the current street network

Policy T-1.4.3: The City shall work to reduce excess surface parking along new and existing development through revisions to the Land Development Code where appropriate.

Policy T-1.4.4: The City shall continue to explore the replacement of traffic signals with stop signs at appropriate intersections.

Policy T-1.4.5: The City shall continue to implement "right sizing" strategies where appropriate to reduce lane widths and number of lanes to enhance the quality of the local transportation network.

Policy T-1.4.6: The City shall continue to integrate traffic calming measures including curb extensions, roundabouts, speed tables, raised intersections, textured crosswalks, and the addition of on-street parking to improve the overall quality of the motorized and non-motorized transportation network.

Policy T-1.4.7: In order to promote urban redevelopment within the Urban Redevelopment Area TCEA, the City will consider parking control and pricing policies, transportation demand management programs, transportation system management programs, availability of public transportation, and the use of creative financing tools for the provision of transportation services and facilities.

Policy T-1.4.8: The City shall coordinate with the DIB to implement the recommendations incorporated in the CRA Downtown Parking Study (May 1999) and Parking Management Analysis Findings and Recommendations (2006) including the following: traffic operation improvements; providing for pedestrian and bicyclists; identification of sites for on-grade parking lots or parking garages; identification of satellite parking locations linked to a downtown closed loop trolley to provide a "park and shuttle" alternative in the TCEA to reduce vehicle traffic in the central business district, and; a financial feasibility analysis to address costs of the improvements and possible funding sources.

Policy T-1.4.9: The City shall coordinate with the Downtown Improvement Board (DIB) and West Florida Historic Preservation, Inc. to periodically review the feasibility and joint funding of the existing closed loop trolley or shuttle service within the TCEA boundary.

## GOAL T-2: An economically sound, safe, energy-efficient, and equitable mass transportation system.

Objective T-2.1: The City shall encourage Escambia County Area Transit (ECAT) in the provision of fixed route mass transit service linking major trip generators and attractors.

Policy T-2.1.1: The City shall continue to coordinate with the WFRPC and the TPO regarding the promotion of alternative modes of transportation (i.e., ridesharing, mass transit).

Policy T-2.1.2: The City shall endorse the promotion of the ECAT in order to relieve traffic and parking congestion and in order to foster energy conservation.

Policy T-2.1.3: The City shall coordinate with ECAT and Escambia County in evaluating transit routes and service utilizing route ridership, headways, or other appropriate performance standard.

Policy T-2.1.4: The City will encourage "ride sharing" programs in coordination with Escambia County in order to reduce the number of vehicles on the road during peak hours.

Policy T-2.1.5: The City will develop land use and site design guidelines to assure the accessibility of new development to mass transit service.

Objective T-2.2: The City shall assist in developing coordinated transportation systems for transportation-disadvantaged citizens.

Policy T-2.2.1: The City will support the provision of the para-transit system developed by the Community Transportation Coordinator as required by Chapter 427, Florida Statutes.

Policy T-2.2.2: The City will assist the TPO in the recommendation for a new coordinator by participating in the development of a Request for Proposals and in the evaluation of proposals received.

Objective T-2.3: The City shall encourage the pursuit of new sources of funding for mass transportation.

Policy T-2.3.1: The City shall work with ECAT, the County and the FDOT to provide for increased Service Development and Urban Corridor funding.

Policy T-2.3.2: The City will support Florida Transit Association in efforts to provide state operating assistance for mass transit.

Policy T-2.3.3: The City will support efforts to provide for a designated funding source for the local contribution.

## Goal T-3: A complete network of pedestrian and bicycle facilities that enhances the City's livability, accessibility, and safety.

Objective T-3.1: The City shall continue to provide facilities in support of a safe, non-motorized transportation system.

Policy T-3.1.1: The City of Pensacola shall accommodate non-motorized forms of transportation in the design of transportation improvement projects.

Policy T-3.1.2: The City shall consider in its design of all future roadway improvements for major arterial streets, the accommodation of bicycle transportation needs where appropriate.

Policy T-3.1.3: The City shall encourage the development of a comprehensive bicycle education program in coordination with the TPO and Escambia County.

Policy T-3.1.4: The City shall continue to coordinate with the WFRPC and the TPO regarding the promotion of walking and bicycling as alterative modes of transportation.

Policy T-3.1.5: The City shall coordinate with and encourage the deployment of DIB-purchased and installed of bicycle racks within the TCEA boundary.

Objective T-3.2: The City shall coordinate all development in order to produce walkable communities and neighborhoods throughout the City.

Policy T-3.2.1: The City will continue to repair and construct new sidewalks where feasible through the Penny for Progress sidewalk program and other applicable funding sources like the Community Development Block Grant.

Policy T-3.2.2: The City will continue to include requirements for provision of sidewalks by developers around future commercial developments to aid in pedestrian transportation needs.

Policy T-3.2.3: In accordance with the City's Public Schools and Facilities Element of the Comprehensive Plan, new residential developments within two miles of an existing or planned school shall be required to provide sidewalks. In addition, sidewalks shall be placed along all collector, arterial, and local roads abutting the subdivision to the subdivision property line, where it has been determined that the most direct route from the subdivision to the school is along those roadways.

Policy T-3.2.4: The City shall continue to improve accessibility for citizens with mobility limitations throughout the City by providing curb cuts along all proposed sidewalks and through improvements to existing sidewalks where feasible.

Policy T-3.2.5: The City shall strive to upgrade existing and design new pedestrian crossings and intersections with the appropriate "intersection geometry" to allow for visibility, ease of crossing, and pedestrian connectivity.

Policy T-3.2.6: The City shall continue to install countdown-type pedestrian signals at the most appropriate and highly-traveled pedestrian crossings.

Policy T-3.2.7: The City shall, through coordination with the FDOT, the TPO, the Federal Highway Administration (FHWA), design and operate a

comprehensive network of "Complete Streets," consisting of arterial, collector and local streets, that enables safe access and a full range of daily activities by all user groups, including pedestrians, bicyclists, motorists, and transit vehicles.

Policy T-3.2.8: The City will develop a typology of Complete Streets amenities, and identify the most appropriate enhancements for the range of streets within the City. This typology will be included as part of the Land Development Code or as a stand-alone supplement, and will be used to systematically plan public transportation upgrades and bicycle and pedestrian enhancements.

Policy T-3.2.9: The downtown Community Redevelopment Agency (CRA) will continue to develop and consider funding streetscape improvement projects to enhance pedestrian use of sidewalks as an alternative to vehicle use in the TCEA boundary.

Policy T-3.2.10: The City will continue to support pedestrian access and community beautification through proposed streetscape improvement projects in adopted neighborhood and revitalization plans where feasible.

Policy T-3.2.11: The City will pursue, where feasible, "Complete Street," and intersection improvements along the corridors identified in adopted neighborhood and redevelopment plans to provide for aesthetics, accessibility and safety for pedestrians, bicycles and motorized vehicles. Such improvements may include traffic calming measures such as adequate lighting, shade trees, wider sidewalks, bike paths, street furniture, gateway treatments, directional signage and area identity markers where feasible.

# GOAL T-4: Rail service that allows for the safe and efficient transportation of cargo and passengers while enhancing livability.

Objective T-4.1: The City shall coordinate for safe and efficient railroad operations along the existing system within the city limits.

Policy T-4.1.1: The City shall utilize available legal methods in order to provide that railroad companies will continue to maintain the roadway for vehicular traffic at railroad crossings.

Policy T-4.1.2: The City shall strive to be the first responder to any hazardous material incidents within the city limits and maintain an on-going training program to ensure maximum response capabilities in the event of derailments.

Policy T-4.1.3: The City shall monitor any modifications to the railroad trestle at Bayou Texar to provide for maximum enhancement of tidal circulation.

Policy T-4.1.4: The City shall coordinate with the appropriate railroad company to seek removal and/or replacement of the overpass at 17th Avenue that would allow for the continued improvements of 17th Avenue.

Policy T-4.1.5: The City shall encourage the return and continued service of Amtrak or other passenger rail service along existing rail lines.

Objective T-4.2: The City shall coordinate with the rail companies serving the area in order to achieve compatibility of rail facilities and operations with community planning efforts.

Objective T-4.2.1: The City shall work for the establishment of a rail quiet zone within the City limits for the benefit of local residents and businesses.

Policy T-4.2.2: The City shall coordinate with rail companies to identify unused railroad spurs and trackage and require or encourage their removal by the appropriate party.

Policy T-4.2.3: The City shall take action to secure abandoned railroad rights-ofway in the event that track removal or relocation occurs and determine the best land use for the impacted rights-of-way.

Policy T-4.2.4: The City shall explore the restoration of unused rails lines to be used for public recreational use.

GOAL T-5: The stimulation of economic development and generation of positive economic and employment benefits in the City of Pensacola and surrounding area by promoting the use of the waterfront and Port facilities to cargo shippers and water-dependent businesses, and coordinating with the Pensacola Gulf Coast Regional Airport when feasible.

Objective T-5.1: The Port shall continue to attract new and expanded waterborne commerce.

Policy T-5.1.1: Sufficient financial resources shall be made available annually within the Port's departmental budget to facilitate the continued promotion of Port facilities to prospective users.

Policy T-5.1.2: The Port shall maintain a business development plan and facilities development strategy which identifies the annual marketing targets and long-range facility development objectives required to attract new and expanded business to the Port.

Policy T-5.1.3: The Port shall maintain close working relationships with applicable federal, state, regional and local economic development agencies, as well as with the Pensacola Gulf Coast Regional Airport, and port-associated

businesses (i.e. trucking companies, railroads, shipping lines, etc.) to enhance economic development opportunities, and to identify and pursue waterborne commerce opportunities.

Policy T-5.1.4: The Port shall review, and if necessary, revise its Terminal Tariff so as to maximize revenues while maintaining a competitive position within the industry.

Objective T-5.2: The Port shall diversify its business base in order to strengthen the Port's contribution to the economic vitality of the Pensacola area.

Policy T-5.2.1: The Port shall make its maritime knowledge and experience available to tourism officials, inter- and intra-governmental departments and agencies, political leaders and others to assist in exploring the development of excursion, cruise, or amenity vessel operations at public access areas of the downtown waterfront including, but not limited to, Commendencia Slip, Plaza de Luna, and the Vince Whibbs Community Maritime Park, etc.

Policy T-5.2.2: The City shall work with the TPO, National Park Service, and the Department of the Navy to review the feasibility and benefits of establishing a local and regional passenger ferry system to support tourism and water-related commerce in the area.

Policy T-5.2.3: The Port may acquire, by lease or purchase, land or buildings for the purpose of leasing to potential Port customers, or to provide the same for use by transient cargo users of the Port.

Policy T-5.2.4: The Port shall actively market its deep draft docks, berths, pierside warehouses and other infrastructure to traditional and non-traditional waterborne commerce and water-dependent maritime industry interests.

Policy T-5.2.5: The Port shall market its northeastern boundary for development of a commercial/restaurant/retail venture.

Policy T-5.2.6: The Port shall market unimproved land located roughly in the north central portion of the Port for development of light manufacturing/assembly type operations with signification employment potential.

Policy T-5.2.7: The Port may collaborate with other government agencies and private waterfront and inland landholders to develop strategic alliances and public-private partnerships which expand and enhance the Port's ability to serve new and expanded cargo and water-dependent business activities.

Objective T-5.3: The Port shall maintain a 5-year capital improvement and replacement plan to address Port facility construction and maintenance requirements.

Policy T-5.3.2: The City shall consider the potential impact on the Port of Pensacola of non-maritime related developments in the areas immediately adjacent to the Port property.

Policy T-5.3.3: The City, through the annual Port Department budget with support from state and federal grant resources where applicable, shall identify and commit funding as available to provide and maintain facilities necessary to facilitate the Port's business activities as described in Objective 5.2.

Policy T-5.3.4: Port capital improvement and expansion plans will be coordinated and consistent with applicable federal, state, and local laws, ordinances and regulations and shall be sensitive to environmental issues in consideration of the economic policy of Port operations.

Objective T-5.4: The Port shall develop and implement a comprehensive facilities maintenance program.

Policy T-5.4.1: The City, through the annual Port Department budget, shall provide sufficient personnel and financial resources, as available, to implement the facilities maintenance program.

Policy T-5.4.2: Port facilities shall be maintained so as to minimize the requirement for replacement and thereby extend the useful and productive life of Port assets.

Objective T-5.5: The City will limit public expenditures in the Coastal High Hazard Area except in the provision of facilities necessary for Port maintenance and operations.

Policy T-5.5.1: Future Port related public expenditures in the Coastal High Hazard Area shall be limited to: those which provide evidence of natural disaster mitigation planning and design; those which restore or enhance natural resources; or, those which are necessary for operation and expansion to accommodate Port activity as determined by the City.

GOAL T-6: Port operations and developments that are undertaken in a manner which minimize or mitigate negative impacts on the basic functions and productivity of the City's natural land, coastal and water resources; and that eliminate, reduce or avoid Port related health and safety concerns for present and future residents of the City of Pensacola.

Objective T-6.1: The Port shall endeavor to protect, conserve, and enhance wetlands, living marine resources, coastal barriers, and other natural resources within its immediate geographic area of operation.

Policy T-6.1.1: The Port will conduct its operations in accordance with all state, federal, and local regulations designed to protect wetlands, aquatic wildlife and creatures, and water quality.

Policy T-6.1.2: The Port will protect to the extent reasonably feasible, living marine resources from any permanent effects of Port related dredging by providing that all dredging activity will be permitted and conducted in accordance with applicable state and federal regulations designed to reasonably ensure that dredging impacts are short-term and limited.

Policy T-6.1.3: All future Port developments shall be designed to meet Northwest Florida Water Management District standards for the control of stormwater runoff. Recommendations outlined in the City's Stormwater Management Plan will be implemented during new construction activities on the Port site.

Policy T-6.1.4: All Port users discharging coolant or ballast water into Port area waters must comply with the pertinent state and federal regulations.

Objective T-6.2: Port operations, development, and expansion plans will be integrated into all City plans for the downtown and waterfront areas and compatible with the surrounding land uses, including the plans of the City Planning Department and the Community Redevelopment Agency, as a water-dependent land use.

Policy T-6.2.1: The Port shall work with other City departments to reasonably ensure that Port transportation requirements are analyzed and reflected in the plans of the TPO as well as federal and state DOT plans by participating in the development and adoption process of these plans.

Policy T-6.2.2: City Council Resolution 12-05 and City Council Policy on Port Operations and Administration will be incorporated into the City of Pensacola Comprehensive Plan.

Policy T-6.2.3: The Port will work with other City, County, State and Federal departments and agencies to explore transportation planning and management solutions which seek to segregate Port vehicular and rail traffic from other traffic types along Main Street and in the downtown Pensacola corridor to the extent practical.

Policy T-6.2.4: The City shall consider the economic impact of the Port in all future coastal and waterfront land use planning or development.

Policy T-6.2.5: Future Port development shall be visually compatible with adjacent development in the downtown and Historic District to the extent reasonably possible.

Objective T-6.3: The Port shall maintain a petroleum products and hazardous waste management program.

Policy T-6.3.1: The Port shall maintain a consolidated hazardous waste and petroleum products contingency/emergency response plan, which implements the guidance in the *Florida Coastal Pollutant Spill Contingency Plan*.

Policy T-6.3.2: The Port shall coordinate all disaster/ hazardous waste and petroleum products contingency planning with the Escambia County Emergency Management Director, State Department of Environmental Protection and the U.S. Coast Guard.

Policy T-6.3.3: All future Port expansion planning will, to the extent financially feasible, incorporate the appropriate technology for the safe handling of hazardous wastes and petroleum products.

Policy T-6.3.4: All handlers of petroleum products shall be required to have a U.S. Coast Guard approved spill contingency plan.

Policy T-6.3.5: The Port shall maintain a current file of the U.S. Coast Guard inspection reports and the various industry/company hazardous materials and petroleum products operations and handling manuals.

Policy T-6.3.6: The Port will maintain a comprehensive inventory of hazardous materials and petroleum products and inventory of spill cleanup equipment.

Objective T-6.4: All Port projects shall be consistent with the Future Land Use, Coastal Management and Conservation Elements of the City's Comprehensive Plan.

Policy T-6.4.1: Revisions to the Port development plan shall be reviewed to ensure consistency with the City's Comprehensive Plan.

Objective T-6.5: The Port will continue to coordinate operations and expansion plans with the TPO, the FDOT, and other appropriate transportation planning entities to ensure an integrated traffic circulation system.

Policy T-6.5.1: Port development plans will be reviewed for consistency with transportation plans of applicable transportation planning agencies.

Objective T-6.6: The Port shall continue to coordinate operational and expansion activities with the U. S. Army Corps of Engineers, the TPO, the Department of Defense, the *Escambia/Santa Rosa Coastal Resource Planning and Management Plan* and the FDOT 5-Year Transportation Plan.

Policy T-6.6.1: The Port will continue to construct and operate Port facilities in cooperation with appropriate federal, state and local agencies.

Policy T-6.6.2: The Port development plans will be coordinated with appropriate plans of other agencies including FDOT's 5-Year Transportation Plan and the TPO's adopted Transportation Improvement Plan (TIP).

Policy T-6.6.3: The Port shall coordinate with the appropriate City departments to assure that Port transportation requirements are consistent with and included in the plans of the TPO.

### GOAL T-7: The reduction of vulnerability of Port occupants to hurricanes and other natural disasters.

Objective T-7.1: The Port evacuation time will be consistent with that of the County from Evacuation Zone 12.

Policy T-7.1.1: The Port shall maintain a disaster evacuation, response, and recovery plan as part of its comprehensive Port Security Plan approved by the United States Coast Guard and Florida Department of Law Enforcement.

Policy T-7.1.2: The Port shall coordinate with the County to ensure that its plan is consistent with that for County Evacuation Zone 12.

Policy T-7.1.3: The Port shall coordinate with the County in the development of a revised update of the Escambia County and City Hurricane Preparedness Plan which considers revised evacuation routes, the Port's role in the evacuation process, the orderly evacuation of Port workers, resident businesses, and cargo, and the post-hurricane recovery process.

Policy T-7.1.4: The Port shall conduct an annual review of its disaster evacuation, response, and recovery plan with all Port tenants, users, and resident businesses.

Objective T-7.2: The Port shall fully implement compliance with life safety, fire prevention, construction and flood plain management codes of the City and state.

Policy T-7.2.1: The Port area building standards shall continue to be consistent with or in excess of the most current construction, life safety and fire prevention codes.

Policy T-7.2.2: The City's land development regulations shall identify priorities for shoreline land uses which provide for a range of water-dependent uses, inwater related activities, economic growth stimuli, hurricane contingency planning, and protection of the natural and water quality of the environment. Objective T-7.3: The Port shall provide immediate response to post-hurricane and natural disaster situations as requested or required by the Escambia County Civil Defense Organization.

Policy T-7.3.1: The Port-assigned recovery task forces shall be recommended to be incorporated in the current version of the Escambia County Emergency Management Organization and shall include a Port representative and, if available, a City Engineer.

Policy T-7.3.2: The Port shall coordinate with the County to develop plans and ordinance amendments, as necessary, which reflect any Port related recommendations in any inter-agency hazard mitigation reports or reports pursuant to Port or coastal operations.

Policy T-7.3.3: The Port shall develop the procedures for the Recovery Task Force to evaluate and recommend to the City and County various replacement options and priorities for damaged public/commercial facilities.

### GOAL T-8: Airport facilities that promote economic development, including new industry, business and tourism, while meeting existing and future demand.

Objective T-8.1: Future development or expansion of the Pensacola Gulf Coast Regional Airport shall be consistent with the 2000 Airport Master Plan Update and F.A.A. approved Airport Layout Plan or subsequent updates.

Policy T-8.1.1: The City shall coordinate the future updates of the Airport Master Plan with updates to the City's Comprehensive Plan.

Policy T-8.1.2: As an integral component of the airport master planning process, the City shall make provisions for regional transportation facilities for the efficient use and operation of the airport.

Policy T-8.1.3: The City shall coordinate the future expansion and/or development of Pensacola Regional Airport with Escambia County to ensure land use compatibility consistent with Chapter 333 of the Florida Statutes.

Objective T-8.2: As identified in the 2000 Airport Master Plan, the Airport shall continue to work towards the development of an Airport Commerce Park on 65 acres of property adjacent to the northwest quadrant of the Airport.

Policy T-8.2.1: The Airport will continue to acquire properties in the targeted 65acre site through a combination of Florida Department of Transportation and Airport Capital Improvement funds. Policy T-8.2.2: The Airport will explore the development of the Airport Commerce Park through build-to-suit development, third-party developers, design-build contracts, or other types of Request For Proposals processes.

Policy T-8.2.3: The Airport shall explore alterative funding sources and partnerships to finance the development of the Airport Commerce Park.

Policy T-8.2.4: The Airport shall explore the creation of partnerships with local and regional economic development agencies to attract appropriate businesses and firms to the Commerce Park to foster agglomeration economies.

Policy T-8.2.5: The Airport shall consider the development of a free-trade zone at the Commerce Park to attract firms and industries and enhance their economic competitiveness.

Policy T-8.2.6: The Airport will explore coordination with the Port of Pensacola for the provision of helicopter or air service at the proposed inland Port facility.

Objective T-8.3: The Airport will continue to coordinate operations and expansion plans with the appropriate transportation planning entities to ensure an integrated traffic circulation system.

Policy T-8.3.1: If the City undertakes future construction projects at the airport, the City shall develop a traffic circulation and parking plan to accommodate the impacts of that construction project.

Policy T-8.3.2: The City shall ensure that future airport development or expansion is consistent with the transportation element of this comprehensive plan and applicable TPO long-range transportation plans.

Policy T-8.3.3: The City shall coordinate with FDOT in developing a comprehensive airport signage plan to include all interstate and major streets leading to the airport from all directions.

Policy T-8.3.4: Airport development plans and capital improvement program will be reviewed for consistency with transportation plans of the MPO, the FDOT and other applicable transportation planning agencies.

Objective T-8.4: The Airport shall continue to coordinate operational and expansion activities with the Federal Aviation Administration (FAA), the TPO and the FDOT.

Policy T-8.4.1: Cost estimates of proposed airport improvements shall be submitted for utilization in the Joint Automated Capital Improvement Program (JACIP) of the FDOT and FAA, the TPO transportation improvement plan, and the City's Capital Improvements Element.

Policy T-8.4.2: The Airport Manager shall provide planning and budgeting information to FDOT, the MPO, and the City's Comprehensive Plan Capital Improvements Element to encourage the inclusion of airport expansion projects and related traffic corridor improvements in their budgets.

Objective T-8.5: The City shall actively participate in the Northwest Florida Steering Committee of the Continuing Florida Aviation Systems Planning Process (CFASPP and Strategic Intermodal Systems Development Plan), to assure that the service needs of the Pensacola Regional Airport are considered in the coordination of air transportation in the Northwest Florida area.

Policy T-8.5.1: The development of new airports to support economic growth will take into consideration the use of existing airports.

Objective T-8.6: Coordinate with the United States Navy and the F.A.A. in the periodic review of the *Naval Aviation Training System (NATS) Plan* to reasonably assure that both military and civilian air space operations are compatible.

Policy T-8.6.1: Through the Airport Master Plan Update process, the City shall communicate the long range forecasting of airport operations for airport facilities to reasonably assure that civilian air space needs can be identified.

Objective T-8.7: All airport projects shall be consistent with the Future Land Use, Coastal Management and Conservation Elements of the City's Comprehensive Plan.

Policy T-8.7.1: Revisions to the Airport Master Plan Update shall be reviewed to ensure consistency with the City's Comprehensive Plan.

## GOAL T-8: Airport improvements and operations that consider environmental impacts and compatibility with surrounding land uses.

Objective T-8.1: The City shall enforce the Airport Land Use Regulations to prevent incompatible land use that have a potential for being hazardous to aircraft operations as well as to the persons and property on the ground in the vicinity of the incompatible land use.

Policy T-8.1.1: The City shall encourage real estate agents to notify potential property owners that their property is within the Airport Impact District noise zones.

Policy T-8.1.2: The City shall continue to enforce Section 12-2-11, Airport Land Use District, and Section 12-11, Airport, of the Land Development Code to reasonably ensure that airport obstructions do not intersect the airport's runway protection zones, approach surfaces, transition surfaces, horizontal surfaces and conical surfaces.

Policy T-8.1.3: The City shall ensure that future changes to the Land Development Code shall be consistent with Chapter 333 of the Florida Statutes.

Objective T-8.2: The City shall continue to examine the concept of multiple land uses within Airport Restricted Zoned property.

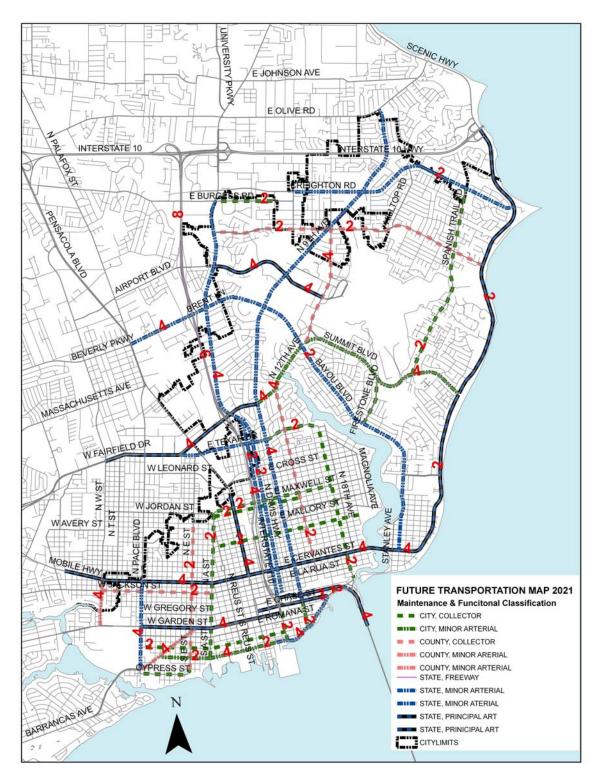
Policy T-8.2.1: The City shall consider a compatible multiple use concept for the open space area at the end of Runway 8/26, considering the environmental sensitivity of the Gaberonne wetland area.

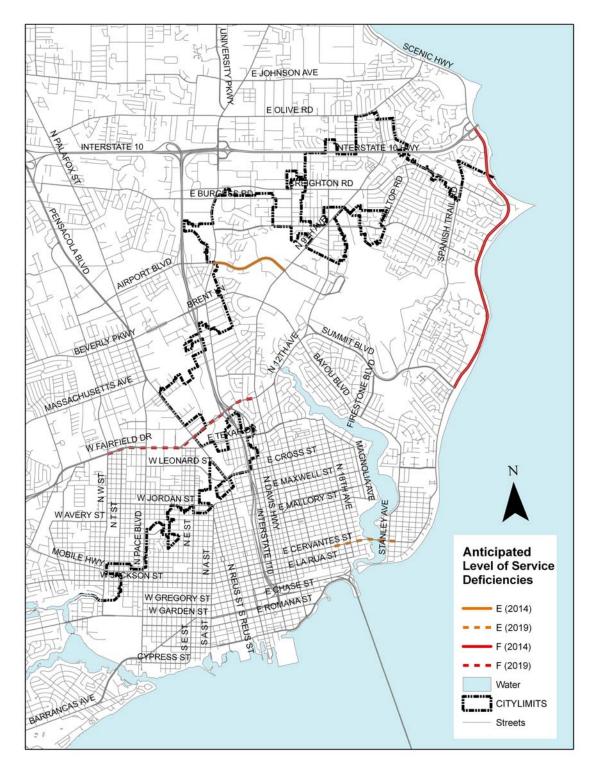
Policy T-8.2.2: The City shall consider the development of airport-related commercial activities within the ARZ zone but outside of runway protection zones, consistent with Chapter 333 of the Florida Statutes.

Objective T-8.3: The City shall continue to encourage Escambia County to enforce its airport land use compatibility regulations in the unincorporated area around the Pensacola Regional Airport.

Policy T-8.3.1: The City should continue to coordinate with the County, particularly after the approval of the *FAR Part 150 Noise Study*, to assure that the County enforcement of noise regulations around the Regional Airport is compatible with the City's noise regulations.

#### City of Pensacola Future Transportation Map





#### City of Pensacola Anticipated Roadway Level of Service Deficiencies

#### **CHAPTER 3**

#### HOUSING

### GOAL H-1: An adequate supply of quality housing available to meet the needs of Pensacola households, now and in the future, in all neighborhoods.

Objective H-1.1: Monitor and evaluate the housing market within the City to assess how well supply addresses present and expected future needs in the planning period.

Policy H-1.1.1: Review population trends and new construction figures to identify future housing needs of City residents.

Policy H-1.1.2: Conduct periodic surveys to identify substandard housing structures.

Policy H-1.1.3: Coordinate with public agencies and the private sector to ensure that a sufficient quantity of dwelling units exists to meet the housing needs of the existing and anticipated population in the City, including households with special needs.

Objective H-1.2: Encourage the creation and conservation of a wide variety of housing development and redevelopment types throughout the City.

Policy H-1.2.1: Continue to provide incentives for the development of new dwelling units in situations where housing needs are not being adequately met by the private sector with special emphasis on the elderly, handicapped, very low to moderate income and workforce households. These incentives could include density bonuses, donation of City-owned property, payment of utility connections and impact fees, assistance with obtaining financing from local lending institutions, and expedited permitting.

Policy H-1.2.2 Encourage the efficient use of existing housing by promoting rehabilitation and adaptive re-use of non-residential buildings.

Policy H-1.2.3: Encourage the efficient use of infrastructure by focusing well-designed new and redeveloped housing on vacant, infill or underdeveloped land.

### GOAL H-2: Sufficient quality affordable housing to support the needs of present and future residents.

Objective H-2.1: Identify very low, low, moderate income and workforce housing needs and provide safe, decent and sanitary housing for existing and future residents at a

sufficient volume and variety and at an affordable price range as defined in Chapter 420, Florida Statutes.

Policy H-2.1.1: Conduct a periodic housing needs assessment plan to determine actual housing needs for very low, low, moderate income and workforce households.

Policy H-2.1.2: Continue to provide information about and pursue state and federal sources of funding designated for very low, low, and moderate income housing.

Policy H-2.1.3: Continue to work to improve the conditions of the housing stock by applying for and utilizing funds available through federal and State grants and programs.

Policy H-2.1.4: Continue to distribute applicable Federal and State funds for housing assistance throughout the City to provide for a wide variety of neighborhood settings and housing choices for very low, low and moderate income families while avoiding undue concentration in any given neighborhood.

Policy H-2.1.5: Research the possibility of obtaining dwelling units through donation, tax deed, purchase or other relevant means of acquisition for the purpose of making them available to low and moderate income families

Objective H-2.2: Continue to participate in the Community Development Block Grant Program to rehabilitate substandard owner-occupied housing units within the City in order to maintain existing residential neighborhoods.

Policy H-2.2.1: Continue to designate areas with high incidences of substandard dwelling units and low overall incomes as identified by census tract and other identified areas for timely and efficient rehabilitation activity and program implementation.

Policy H-2.2.2: Continue to provide temporary housing to households having their homes rehabilitated under the CDBG single-family owner-occupied housing rehabilitation program.

Objective H-2.3: Coordinate with other housing providers to foster efficient collaboration and provision of affordable housing.

Policy H-2.3.1: Continue to strive for a high level of intragovernmental and intergovernmental coordination between the City of Pensacola, Escambia County, and other public and private housing providers for all housing assistance efforts for very low, low and moderate income families.

Policy H-2.3.2: Coordinate with the major housing agencies in the area in developing, promoting, and maintaining housing counseling and training services to aid low and moderate income families in finding and maintaining housing compatible with their needs and income capabilities.

Policy H-2.3.3: Continue to implement regulations that are compatible with region-wide regulations for the allocation of very low, low and moderate income housing as stated in the Northwest Strategic Regional Plan Policy, and coordinate with Escambia County to provide for consistency in housing policies, regulations, and incentives.

Policy H-2.3.4: Continue to support the efforts of the Area Housing Commission by having City Council representation on their commission, and assisting in their efforts to locate and develop sites and housing programs for very low, low, and moderate income families.

Objective H-2.4: Encourage and facilitate the creation of quality affordable housing throughout the City.

Policy H-2.4.1: Continue to coordinate, support, and encourage attempts of private enterprises, non-profit groups, and civic organizations to build attractive, quality new dwelling units for households across the full spectrum of income ranges and for those with special needs.

Policy H-2.4.2: Encourage new housing units available to low and moderate income persons by lowering the cost of developing such units through incentive programs to the developers and applying for and utilizing available and eligible federal and state housing programs designed to assist low and moderate income families.

Policy H-2.4.3: Continue to initiate new, and support existing, public or public/private partnership for the provision of new rental units and new owner-occupied housing units for very low, low and moderate income households.

Objective H-2.5: Develop innovative programs and policies to create and preserve sustainable affordable housing.

Policy H-2.5.1: Continue to establish partnerships with local lending agencies that will explore, develop and promote creative ways of financing owner occupied housing for low and moderate income families, the improvement of substandard units and the development of standard ones. All agencies involved in the provision of affordable housing within the City are invited to participate in this "partnership."

Policy H-2.5.2: Encourage the replacement of obsolete public housing units with a quality mixture of for-sale and mixed-income rental properties with supportive services on site.

Policy H-2.5.3: Encourage affordable housing through the exploration of innovative design and regulations in the Land Development Code.

Policy H-2.5.4: Continue to offer incentive for infill housing development through its liens waiver policy for affordable housing.

Policy H-2.5.5: Present a periodic progress report in creating and preserving sustainable affordable housing to the Planning Board of the City of Pensacola and the Mayor.

# **GOAL H-3:** A range of housing options to support the spectrum of a diverse and vibrant population.

Objective H-3.1: Encourage a variety of quality housing types to meet the needs, financial abilities and preferences of present and future Pensacola residents.

Policy H-3.1.1: Encourage the provision of quality affordable housing in areas where it is determined that the demand for housing affordable to low, moderate and workforce families has not been addressed by the local market.

Policy H-3.1.2: Continue to provide for different intensities of attractive single family development to reflect differences in the existing and desired character of single family areas across the City.

Policy H-3.1.3: Continue to permit and encourage accessory dwelling units in appropriate residential zoning districts, subject to regulations designed to limit impacts and protect neighborhood character, in order to create attractive and affordable rental opportunities and provide greater flexibility for homeowners.

Policy H-3.1.4: Support mixed-income housing developments including quality, affordable, rental or for-purchase workforce housing, especially along transit lines in the inner city and urban core.

Policy H-3.1.5: Encourage mixed-income rental housing that allows both marketrate and subsidized units of equal quality and aesthetic appeal in the same development.

Policy H-3.1.6: Continue to allow residentially designed manufactured home units on individual lots in the R-1A, R-2A, R-NC, C-1, C-2, and C-3 zoning districts and as a conditional use in the R-1AA zoning district. Residentially

designed manufactured home units shall be permitted in approved mobile home parks existing as of May 1, 1991, and in approved manufactured home parks. Standard design manufactured home units shall be permitted in approved mobile home parks existing as of May 1, 1991, and in approved manufactured home parks.

Policy H-3.1.7: Continue to identify opportunities and encourage redevelopment and attractive infill development that maintains the single-family character of an area, but allows for a greater range of residential housing types, i.e. garage apartments, cottages, tandem houses.

Policy H-3.1.8: Explore the creation of an independent not-for-profit entity to perform land trust and land banking activities to preserve and promote a range of housing options.

Objective H-3.2: Promote a range of housing options to support the population throughout all life stages and capabilities.

Policy H-3.2.1: Improve the balance in the City's population by attracting a proportionate share of the region's families with children through appropriate housing options in order to encourage stabilized neighborhoods and a vital public school system.

Policy H-3.2.2: Facilitate people who are aging to remain in their own neighborhoods and homes as their needs change by supporting shared housing, accessory dwelling units, adult foster homes, and other assisted residential living arrangements.

Policy H-3.2.3: Encourage the development of housing accessible to people with physical limitations and the adaptation of existing homes to improve accessibility for people of all ages and capabilities.

Policy H-3.2.4: Support and technical assistance shall be given through intergovernmental coordination to handicapped service organizations within the City to help provide them with the infrastructure and public facilities necessary to support and encourage independent living for clients of their programs.

Policy H-3.2.5: Continue to include measures in the Land Development Code that assure that group homes and foster care facilities can be developed in residential zones in proximity to convenient support services in accordance with federal, state and local regulations.

Objective H-3.3: Recognize the importance of housing to economic development efforts, and encourage the provision of a wide variety of housing types that support the retention,

expansion and creation of desirable employment opportunities and a competitive workforce.

Policy H-3.3.1: Support housing development by considering the cumulative impact of City regulations on the protection and improvement of existing housing and on the ability of housing developers to provide quality under-represented housing types that are affordable to and appeal to the full spectrum of the workforce.

Policy H-3.3.2: City ordinances, codes, land development regulations and the permitting process shall be reviewed from time to time and amended, where necessary, for the purpose of eliminating excessive requirements in order to increase private sector participation in meeting housing needs.

Policy H-3.3.3: Allow an exemption from concurrency, pursuant to F.S. 163.3180, for certain affordable workforce housing units developed consistent with s.380.0651(3).

Policy H-3.3.4: Continue to provide expeditious and timely review of development and permit applications.

Policy H-3.3.5: Continue to work to reverse the declining residential population of the City, both in total number as well as in diversity of age, education attainment and working status.

Objective H-3.4: Promote context-appropriate residential redevelopment in the downtown, urban core and inner-city areas.

Policy H-3.4.1: Promote and encourage the use of higher density within the downtown and inner city to creating sufficient mass to establish cohesive residential neighborhoods.

Policy H-3.4.2: Support downtown mixed-use development consistent with the Goals of the Comprehensive Plan's Land Use Element and CRA Downtown Master Plan strategies.

Policy H-3.4.3: Encourage utilization of vacant upper floors in the downtown business district for residential development for loft and non-suburban style apartments.

Policy H-3.4.4: Encourage production of high quality multi-family rental and forsale units such as apartments, condominiums or co-ops and single family attached units such as townhouses and rowhouses in the downtown area at rents and prices affordable to the majority of younger professionals, empty nesters and urban families with above moderate, but below upper level incomes through development incentives.

Policy H-3.4.5: Physically revitalize and modernize inner-city neighborhoods by providing appropriate incentives for mixed-income home ownership opportunities combined with multi-family rental units and retail space that reflect traditional neighborhood design.

## GOAL H-4: Vibrant, stable neighborhoods that represent the unique diversity of Pensacola's past, present, and future.

Objective H-4.1: Maintain the stability of existing neighborhoods while expanding opportunities for housing choices.

Policy H-4.1.1: Encourage conservation, where appropriate, of the existing supply of standard housing by continued code enforcement and demolition of deteriorated structures which are beyond repair.

Policy H-4.1.2: Continue to encourage private investment in the conservation of residential structures within the City limits.

Policy H-4.1.3: Continue to encourage revitalization of neighborhoods not designated as a formal "historic district" and provide adequate control over the new development and redevelopment by establishing development guidelines that will maintain the aesthetic quality of the area. These guidelines will be included in a Land Development Code amendment.

Objective H-4.2: Increase opportunities for new housing development while balancing the equally important objective of ensuring that new development is compatible with neighborhood character.

Policy H-4.2.1: In order to maintain a consistent and appealing character in residential areas, seek to ensure through development standards that new and converted structures are aesthetically compatible with existing development and reflective of the character of that development in terms of scale, open space, setbacks, siting and unit orientation.

Policy H-4.2.2: Promote denser, but still human-scaled neighborhoods by permitting multifamily building types with height limits and development standards that promote a strong relationship between individual dwellings and the ground level.

Objective H-4.3: Preserve and enhance the unique identities and character of housing in traditional or older neighborhoods.

Policy H-4.3.1: Encourage the rehabilitation and maintenance of existing sound housing to conserve physical assets that contribute to a neighborhood's desired character.

Policy H-4.3.2: Encourage housing design that supports the conservation, enhancement and continued vitality of areas of the City with special scenic, historic, architectural or cultural value.

Policy H-4.3.3: In addition to exploring the development of "special district" ordinances, the City shall continue to provide ordinances to preserve neighborhood character and viable housing stock with the support of public agencies and neighborhood-based organizations.

Objective H-4.4: Redevelopment of the housing stock in distressed and deteriorated neighborhoods.

Policy H-4.4.1: Maintain housing quality by encouraging the revitalization of housing that exceeds minimum construction standards.

Policy H-4.4.2: Promote housing opportunities that build a sense of community and neighborhood pride through quality design and aesthetic appeal.

Policy H-4.4.3: Continue to enhance the quality of the design of new infill residential development.

Objective H-4.5: Quality schools that support vibrant, attractive neighborhoods.

Policy H-4.5.1: Recognize the interconnected importance of quality neighborhood school retention with community economic development, neighborhood stability, diversity and sustainability efforts.

Policy H-4.5.1: In partnership with other agencies, encourage the maintenance and improvement of urban schools to preserve and enhance neighborhood quality and vitality.

Policy H-4.5.2: Support the viability of urban schools by encouraging residents and families to locate or remain in underutilized urban school districts.

Policy H-4.5.3: Utilize, where appropriate, homeownership and rehabilitation incentives to attract families to underutilized school districts, including incentives to the private sector to maintain a housing production capacity sufficient to meet the needs of workforce families.

### GOAL H-5: Sustainable, environmentally-friendly neighborhoods that enhance the City's livability.

Objective H-5.1: Encourage the greatest concentration of housing in areas with convenient access to transit, a mix of activities, a range of residential services and amenities and opportunities to live within walking distance of employment.

Policy H-5.1.1: Encourage "walkable," mixed-use, mixed-income communities that offer a variety of services, multiple housing options and diverse residents to create a stimulating urban lifestyle.

Policy H-5.1.2: Encourage economic development, retail opportunities and incentives for the downtown CRA and inner-city redevelopment districts to support a vibrant urban living experience.

Policy H-5.1.3: Continue to support low-impact home-based businesses and "cottage industries" in mixed-use districts and residential areas while ensuring that those proposed for residential areas do not negatively impact residential neighborhoods.

Policy H-5.1.4: Promote a residential development pattern with increased availability of housing at densities that promote walking and transit use near employment concentrations, residential services and amenities.

Objective H-5.2: Ensure that new residential development is consistent with the environmental capacity of the site and the character of the surrounding area.

Policy H-5.2.1: Continue to utilize flexible development options, including cluster development, to preserve the environmental integrity and viability of the site and surrounding area.

Policy H-5.2.2: Foster flexibility in the division of land and the siting of dwellings and other improvements to reduce the development's impact on environmentally sensitive areas and resources.

Policy H-5.2.3: Continue to provide supporting infrastructure improvements and maintenance of leisure services facilities, such as parks and open space, available to existing neighborhoods and new housing developments.

Policy H-5.2.4: Continue to offer reduced parking requirements for housing where impacts on surrounding neighborhoods are minimal as identified in the land development code.

Policy H-5.2.5: Minimize the exposure of housing to excessive off-site environmental impacts including pollution, noise, vibration and odors associated

with industrial or commercial uses through landscaping and streetscape screenings.

Objective H-5.3: Energy-efficient homes that minimize their impact on the environment while energy decreasing costs to residents.

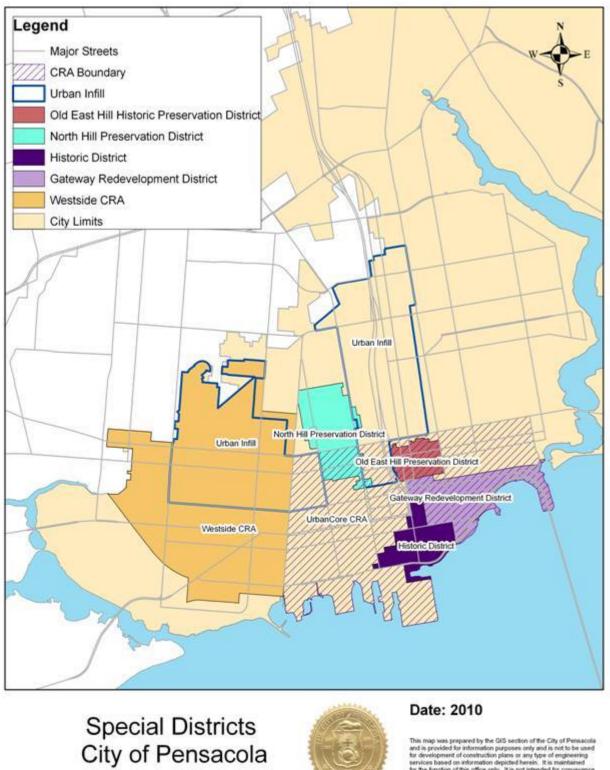
Policy H-5.3.1: Consider, where appropriate, revisions to the land development code that will support the development of energy efficient infill housing.

Policy H-5.3.2: Encourage the use of eco-friendly, "green," sustainable building standards in residential projects.

Policy H-5.3.3: Encourage the use of the most feasible, safe and energy-efficient systems and methods for constructing rental and home ownership housing to increase its useful life.

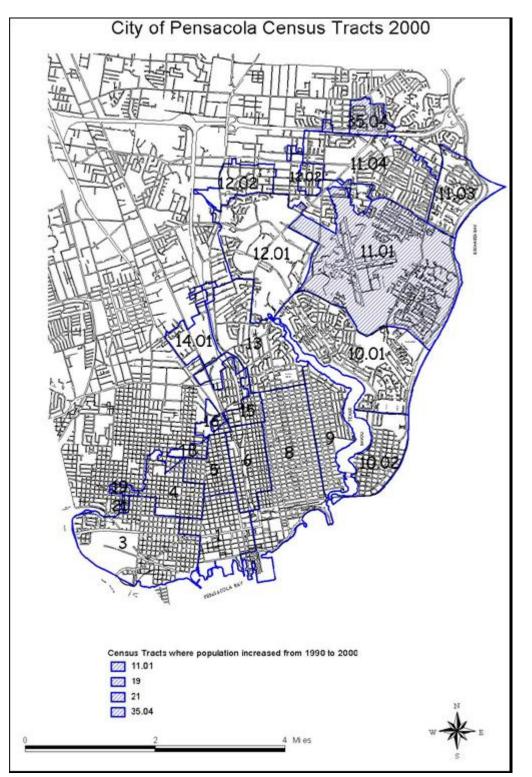
Policy H-5.3.4: For qualifying households and homes, the City shall utilize existing weatherization programs and encourage the use of energy efficiency programs available through local agencies like Gulf Power and Energy Services of Pensacola.

City of Pensacola Special Districts



This map was prepared by the GS section of the Chy of Perm and is provided for information purposes only and is not to be to development of construction plans or any type of engineers services based on information depitted herein. It is maintaine for the function of this office only. It is not intended for convey nor is it a saminy. The data is not guaranteed accurate or suit for any use other than that for which it was gathered.

City of Pensacola Census Tracts



## **CHAPTER 4**

### **PUBLIC FACILITIES**

GOAL PF-1: The City shall make provision of the necessary solid waste, sanitary sewer, drainage and potable water facilities for the purpose of meeting existing and projected public facility demands within the City of Pensacola.

Objective PF-1.1: The City and/or the appropriate agency shall correct public facilities deficiencies as described in the Public Facilities and the Capital Improvements Chapters of the Comprehensive Plan.

Policy PF-1.1.1: The following level of service standards shall be utilized so that development permits are issued concurrent with adequate public facilities capacity:

Solid Waste - 4.52 pounds per capita per day

Drainage - LOS A - tolerates street flooding to a depth of 3 inches or less in the gutters when the rest of the pavement is passable, and allows open or green space flooding of up to 12" as long as there is no threat to public health or safety, or permanent impediment to the intended use of the property; LOS B - tolerates flooding of entire street surface up to 4"; LOS C - tolerates structure flooding; based on the following design criteria:

- \* In existing developments adequate drainage capacity to accommodate run-off associated with a 3-year, 12-hour design storm for collection systems;
- \* In new developments adequate drainage capacity to accommodate a 25-year, 12-hour design storm for collection systems and for retention and detention ponds. As a minimum the first 1/2" of runoff must be retained on the site of the development. At the discretion of the City Engineer, retention standards may be increased beyond the 1/2" minimum standards on a site specific basis.

Objective PF-1.2: The City shall participate with the Emerald Coast Utilities Authority in the preparation of the ECUA's 5-Year Capital Improvements Plan to ensure the future provision of sanitary sewer and potable water facilities.

Sanitary Sewer - No existing deficiencies identified

Potable Water - No existing deficiencies identified

Policy PF-1.2.1: The following level of service standards shall be utilized so that development permits are issued concurrent with adequate public facilities capacity:

Sanitary Sewer - 100 gallons per capita per day (gpcd) for average flow capacity and 200 gpcd for peak flow capacity.

Potable Water - 118 gallons per capita per day for Zone 1 and 146 gallons per capita per day for Zone 2.

Objective PF-1.3: The City shall:

- 1. Coordinate the extension of, or increase in the capacity of, sanitary sewer or potable water facilities with ECUA based on population projections and the development of land as described in the Future Land Use Chapter and delineated on the Future Land Use Map Series.
- 2. Update the City's Stormwater Master Plan in order to assess need to extend or increase capacity of the municipal drainage system.

Policy PF-1.3.1: The City shall monitor and verify the availability and capacity of public facilities prior to issuing development permits so that a determination can be made as to whether adequate capacity will be available concurrent with the impacts of the development.

Policy PF-1.3.2: No City development permits will be issued for new development, which will result in increased demand on City or ECUA controlled public facilities beyond their design capacities based on adopted level of service standards, unless the necessary facilities are available concurrent with the impacts of the development.

Policy PF-1.3.3: The City shall prepare an annual summary of capacity and demands for drainage and solid waste facilities and the ECUA will prepare annual summaries of capacity and demand for sanitary sewer and potable water facilities within the City limits pursuant to the Uniform Special District Accountability Act of 1989.

Objective PF-1.4: The City shall maximize the use of existing drainage facilities through efficient and timely maintenance and shall propose an interlocal agreement with Escambia County and the ECUA, which will describe provisions under which sanitary sewer and potable water facilities will be expanded so as to discourage urban sprawl.

Policy PF-1.4.1: The following priorities shall be established in providing for public facility needs:

- 1. Correction of existing deficiencies;
- 2. Replacement of existing facilities as they deteriorate, unless these facilities are located in an area that is deemed hazardous to human safety or environ-mentally unsound; and,
- 3. Provision of future facility needs when developments comply with all other requirements of the Comprehensive Plan.

Policy PF-1.4.2: Through provisions of the proposed interlocal agreement, ECUA shall be required to upgrade, maintain and expand sanitary sewer and potable water facilities in existing developed areas in the City and the County at a higher priority than that of construction and/or expansion into undeveloped areas, especially when such expansion fosters urban sprawl.

Objective PF-1.5: The City of Pensacola has implemented, and will continue to operate, a solid waste management programs for the separation of domestic waste into recyclable and non-recyclable categories in order to reduce overall quantities of landfilled waste by 30% in accordance with Chapter 187.201(13), F.S., to the maximum extent economically feasible.

Policy PF-1.5.1: Projected solid waste landfill demands through the year 2019 will be met through the interlocal agreement with Escambia County regarding the utilization of the County's resource recovery facility.

Policy PF-1.5.2: The City of Pensacola will continue to conduct solid waste separation programs using the most feasible separation techniques.

Policy PF-1.5.3: The City will continue a public information/education campaign concerning the City's solid waste management program.

Policy PF-1.5.4: The City shall encourage the use of xeriscaping<sup>©</sup> (i.e., the use of native vegetation in its natural state by residents so that less yard waste will be generated by mowing and pruning activities) through education of City residents.

Policy PF-1.5.5: The City of Pensacola will conduct periodic studies on future solid waste management techniques.

GOAL PF-2: Provision of sanitary sewer, solid waste, drainage and potable water facilities shall be done in a manner which reasonably ensures the maintenance and integrity of environmental quality, as well as protection and maintenance of groundwater aquifer recharge areas, surface groundwater and receiving waters.

Objective PF-2.1: The City shall coordinate with the ECUA and Escambia County in efforts to reduce effluent discharge to surface water.

Policy PF-2.1.1: When considering a site for a sewage treatment plant, the City shall encourage ECUA to consider locations close to facilities, crop lands, etc., which can use the effluent generated by the plant.

Policy PF-2.1.2: The City will coordinate with the ECUA and the Escambia County Health Department to identify the location of individual septic tanks in the City for the purpose of discontinuing septic tank use and requiring utilization of the sewer collection system.

Policy PF-2.1.3: The City will review cumulative impact of new development on natural resources.

Policy PF-2.1.4: The City shall continue to monitor the implementation actions of the Escambia/Santa Rosa Coast Resources Planning and Management Committees and recommend area-wide compliance with the policies pertaining to wastewater facilities planning.

Policy PF-2.1.5: Where economic feasible, the City will support ECUA's efforts to require impact fees on developments which create a demand for additional public facilities, sufficient to finance the development's share of the cost.

Objective PF-2.2: The City shall continue to require all new development, and redevelopment where economically feasible, to protect natural drainage features and sensitive environmental resources by implementing stormwater management and erosion control practices, which comply with regulations adopted in the revised Land Development Code.

Policy PF-2.2.1: The City shall monitor stormwater management facilities on City-owned lands that are adjacent to or contain natural water systems to minimize impact.

Policy PF-2.2.2: The City shall continue to develop cooperative approaches to restoring and managing regionally significant natural systems through implementation of the recommendations from the *Escambia County/City of Pensacola Stormwater Plan* and the *Pensacola Bay System S.W.I.M. Plan*.

Objective PF-2.3: The City's Land Development Code shall be revised where necessary to assure that development, which adversely affects functioning natural systems, is minimized or prevented.

Policy PF-2.3.1: The City shall protect the hydrologic and ecologic function of estuarine systems by designating areas as Conservation Land Use Districts and through the implementation and enforcement of "Resource Protection Overlay Districts".

Overlay Zoning Districts are as follows:

- X Wellhead Protection District The purpose of this district is to avoid risks of damage to sources of drinking water by prohibiting within close proximity of public water wells certain land uses, facilities and activities which involve a reasonable likelihood of discharges of pollutants into or upon surface of ground waters.
- X Bayou Texar Shoreline protection District The purpose of this district is to establish standards which recognize and protect the environmental resources of the Bayou Texar shoreline. This district ensures the preservation of the natural buffering effect of open spaces along the shoreline for storm surge abatement and the filtering of stormwater runoff.
- X Escambia Bay Shoreline Protection District The purpose of this district is to establish standards, which recognize and protect the unique scenic vistas and environmental resources of the Escambia Bay shoreline.

Policy PF-2.3.2: The City shall continue to enforce all ordinances, which relate to drainage, stormwater management, litter, and sedimentation and erosion control.

Policy PF-2.3.3: The City shall continue to provide technical assistance for the development of non-structural approaches to stormwater drainage control.

Policy PF-2.3.4: The City shall continue to encourage use of permeable surfaces for parking lots, patios, sidewalks, driveways, etc.

Objective PF-2.4: The City shall develop a public information campaign about watershed management (either on its own or in conjunction with other applicable agencies or governmental entities).

Policy PF-2.4.1: The City shall coordinate with Escambia County, the Escambia County School Board, ECUA and the NWFWMD in funding and/or developing educational materials which will be utilized for public information purposes on watershed management.

Policy PF-2.4.2: The City shall coordinate with the Escambia County Agriculture Extension Service and/or other appropriate agencies in developing landscape design and/or urban forestry programs, which promote the preservation of native vegetation for the purpose of sedimentation and erosion control.

Objective PF-2.5: The City of Pensacola shall coordinate with the County, the ECUA and the NWFWMD to promote water conservation through identifying methods of reducing sanitary sewer flows and pumping of potable water.

Public Facilities

Policy PF-2.5.1: The City shall coordinate with the Emerald Coast Utilities Authority (ECUA) to develop a public information campaign concerning water conservation.

Policy PF-2.5.2: The City shall coordinate with Escambia County, the Escambia County School Board, ECUA and the NWFWMD in the continued funding and/or development of educational materials which will be utilized for public information purposes on water conservation.

Policy PF-2.5.3: The City shall coordinate with Escambia County, the Escambia County School Board, ECUA, and the NWFWMD in researching all funding mechanisms which are available for establishing a water conservation campaign.

Policy PF-2.5.4: The City shall continue to enforce codes and ordinances requiring water-saving devices in new and rehabilitated construction and encouraging or requiring use of permeable surfaces for parking lots. The City shall consider incentives for developments, which utilize water conservation technology, not to exclude energy conservation technology such as water-sourced heat pumps.

Policy PF-2.5.5: The City shall coordinate with ECUA in studying the development of irrigation systems, which utilize water sources other than the groundwater aquifer for City-owned building sites, recreational sites or public rights-of-way.

Policy PF-2.5.6: The City shall coordinate with the Escambia County Agriculture Extension Service and/or other appropriate agencies in developing landscape design and/or urban forestry programs, which promote the use of indigenous vegetation for the purpose of conserving water used for irrigation. This coordination may be either in the form of shared funding or manpower.

Objective PF-2.6: The City shall continue to enforce its Land Development Code regulations protecting the function of the Sand and Gravel Aquifer.

Policy PF-2.6.1: The City shall utilize maps contained in the *Wellhead Protection Area Delineation In Southern Escambia County, Florida, Water Resources Special Report 97-4, December 1997*, prepared by the Northwest Florida Water Management District, as may be amended, and included by reference, to identify wellhead protection areas around existing water wells and shall continue to cooperate with the Emerald Coast Utilities Authority in reviewing land use regulations within these areas.

Policy PF-2.6.2: The City shall protect all water recharge areas within the City through enforcement of all existing ordinances adopted in the Land Development Code, including but not limited to the following:

- 1. Open space requirements;
- 2. Amount of impervious surfaces permitted in critical water recharge areas;
- 3. Stormwater management;
- 4. Erosion control; and
- 5. Landscaping and vegetation protection.

Objective PF-2.7: The City shall continue to cooperate in developing a hazardous waste management program in coordination with State and County governments and agencies for the proper collection, storage, disposal and transport of hazardous wastes generated within the City.

Policy PF-2.7.1: The City shall continue to respond to all hazardous materials incidents in the City in compliance with Title III of the Superfund Amendment and Re-authorization Act of 1986 and the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act of 1988.

Policy PF-2.7.2: The City shall promote the use of scheduled amnesty days for the appropriate collection of hazardous wastes.

Policy PF-2.7.3: All industries with hazardous wastes shall be required to develop a spill clean-up plan, provide storage facilities for hazardous wastes generated on site, and provide for safe transport of any hazardous waste.

Policy PF-2.7.4: The City shall coordinate with County, State and Federal agencies in the development and compliance of hazardous waste management programs.

Policy PF-2.7.5: The City shall regulate the use and disposal of hazardous materials and wastes within critical aquifer protection areas and within wellhead protection zones.

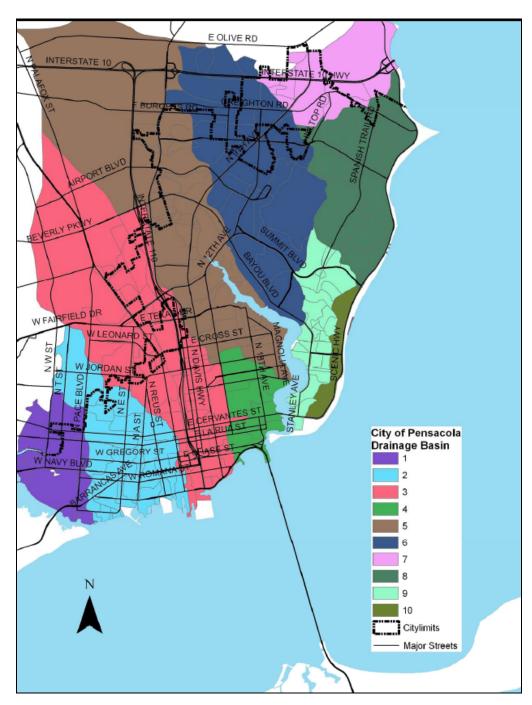
## GOAL PF-3: The City shall encourage the use of energy efficient and environmentallybeneficial activities and products for public facility use.

**Objective PF-3.1**: The City shall encourage construction of new facilities and purchase of equipment to be used with environmentally beneficial equipment.

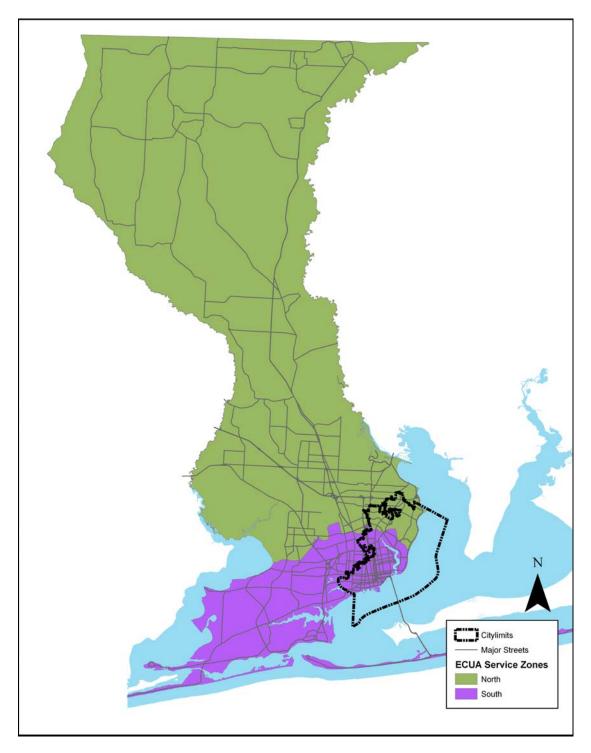
**Policy PF-3.1.1**: The City shall encourage all new public facilities to be constructed utilizing energy and resource efficient techniques and systems including benchmarks from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Green Building Rating Systems. The City shall also encourage LEED certification where appropriate and feasible.

**Policy PF-3.1.2**: The City shall exclusively purchase environmentally-beneficial equipment such as Energy-Star qualified products when cost feasible.

City of Pensacola Drainage Basins



Public Facilities



Emerald Coast Utility Authority Service Zones

## **CHAPTER 5**

### COASTAL MANAGEMENT

GOAL CM-1: The City shall manage the coastal system natural resources within the City limits in a manner that will maintain or enhance environmental, recreational, historic and economic qualities, protect human life, and limit public expenditures in coastal areas.

Objective CM-1.1: The City shall encourage shoreline development of those land uses which are dependent on or related to access to the water.

Policy CM-1.1.1: Shoreline development in Coastal High Hazard Area (CHHA) shall be prioritized as follows to the maximum extent feasible

- A. Water dependent uses
  - 1. Commercial
  - 2. Light industrial
- B. Water related recreation
- C. Residential
- D. Commercial

Policy CM-1.1.2: All City owned or City financed waterfront development, except for industrial uses, shall provide for public waterfront access.

Policy CM-1.1.3: The City shall encourage and coordinate in the development of additional marina facilities and fishing piers provided they meet the following criteria:

- \* The use is compatible with surrounding land uses.
- \* Upland support services are available.
- \* A hurricane contingency plan is in place.
- \* The water quality concerns have been addressed.
- \* A plan is in place for mitigation actions in the event that the environment is adversely affected.
- \* The economic need and feasibility for the facility have been established.

Policy CM-1.1.4: The City shall continue to provide for the siting of waterdependent and water-related uses through the zoning guidelines of the appropriate land use districts.

Policy CM-1.1.5: The City shall continue to utilize and develop its deepwater port, coordinating the port's activities with other City, County, regional, state and federal agencies in the following areas: transportation, land use, natural and manmade hazards, protection of natural resources. Policy CM-1.1.6: The City shall enhance the urban waterfront through proper land use planning, the public acquisition of land for parks and open space, and the establishment of downtown waterfront pedestrian connections.

Objective CM-1.2: The City shall limit public expenditures that subsidize development in the Coastal High Hazard Area (CHHA) except for restoration or enhancement of natural resources.

Policy CM-1.2.1: The Coastal High Hazard Area (CHHA) will be the area seaward of the elevation of the Category 1 storm surge line as established by a Sea, Lake and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.

Policy CM-1.2.2: Public funds shall be expended in the CHHA only in developments: that comply with residential densities adopted in this plan that will produce no adverse affects to the surrounding land uses or the environment without approved mitigation plans; and/or, that would further open up the waterfront to public access.

Policy CM-1.2.3: The City shall take whatever actions that are necessary so that all public facilities located near the City's shoreline or in the CHHA are resistant to storm events and meet all the building standards for the hurricane-force winds and floods.

Objective CM-1.3: In accordance with the City's land development code, the City shall continue to direct high density population developments away from the City's CHHA.

Policy CM-1.3.1: Future residential land use in the CHHA shall be limited to the following densities by location:

- \* Low density along Escambia Bay north of Hyde Park Road and south of Gadsden Street, and along both shores of Bayou Texar.
- \* Medium density along Pensacola Bay (except for the Historic District), and along Bayou Chico.
- \* High density Historic District.

Policy CM-1.3.2: Future residential land use developments in the dense business area constructed in the CHHA shall be limited to medium density (18 or fewer residential dwelling units per acre). Allowable density above the medium density limit established by future land use category may be transferred to portions of the development site outside the CHHA.

Objective CM-1.4: The City shall provide, and if necessary increase, public access to available shoreline consistent with estimated need.

Policy CM-1.4.1: The City will limit vacations of public rights-of-way to maintain the public access to shorelines.

Policy CM-1.4.2: The City will continue to work with Escambia County to maintain and increase shoreline access to the public.

Policy CM-1.4.3: The City shall review and enforce the public access requirements of the Coastal Zone Protection Act of 1996.

Policy CM-1.4.4: The City shall coordinate land use plans for shoreline access to include proper circulation routes and parking facilities necessary for the particular locations and uses.

Policy CM-1.4.5: The City shall coordinate with the Escambia County Transit System for provision of public transportation to shoreline facilities.

Policy CM-1.4.6: The City shall promote public access and increase overall connectivity between existing neighborhoods and Pensacola Bay.

Objective CM-1.5: The City shall allow development in the CHHA only if it will not create a deficiency in the adopted minimum levels of service.

Policy CM-1.5.1: Level of service standards in the CHHA shall be consistent with those of the rest of the City.

Policy CM-1.5.2: The City shall take all appropriate steps to provide that funding for infrastructure will be phased to coincide with the demands generated by development or redevelopment in the CHHA provided the development meets all the requirements of density and use set forth in the Future Land Use Plan and is consistent with coastal resource protection and safe evacuation.

Objective CM-1.6: The City shall coordinate with State, regional and county agencies in evaluating major evacuation routes and determining where operational improvements can be made to maintain or reduce hurricane evacuation times and shall work with the Civil Defense and Red Cross in identification and provision of adequate emergency shelter.

Policy CM-1.6.1: In the event of a natural disaster, the City shall respond to the instruction and guidance of the Escambia County Civil Defense office and follow the recommendations from the *Tri-State Hurricane Evacuation Study* for evacuation procedures.

Policy CM-1.6.2: The City shall periodically review the natural disaster plan, taking into consideration the capacity of evacuation routes as compared to the predicted population density listed in the Future Land Use Plan Element and other publications relating to natural disaster planning.

Objective CM-1.7: The City will update post-disaster redevelopment plans based on building and construction regulations, city codes, and intergovernmental reports in coordination with Escambia County in order to minimize or eliminate the exposure of human life and property to natural disaster hazards, as necessary.

Policy CM-1.7.1: The City will enforce and/or establish any necessary building and development codes to minimize damage to human life and property from a natural disaster.

Policy CM-1.7.2: The City will continue to participate in the National Flood Insurance Program.

Policy CM-1.7.3: Following a natural disaster, the City will seek Federal Acquisition and donation of properties along CHHA that have been damaged beyond repair, provided for by section 1362 of the NFIP.

Policy CM-1.7.4: The City shall identify all areas needing redevelopment to reduce or eliminate unsafe conditions and inappropriate uses in the CHHA.

Policy CM-1.7.5: The Post-Disaster Redevelopment Plan shall establish policies for the following: differentiating between repair and clean-up actions which are needed to protect public health and safety and those actions which constitute long-term repair and redevelopment activities; practices for removal, relocation or structural modification of damaged infrastructure and unsafe structures; limiting redevelopment in areas of repeated damage; and incorporating recommendations of interagency hazard mitigation reports into the local Comprehensive Plan.

Policy CM-1.7.6: The City shall develop regulatory or management techniques for general hazard mitigation including regulation of: beach alteration; stormwater management; and sanitary sewer facilities.

Policy CM-1.7.7: The City shall incorporate the recommendations of the hazard mitigation annex of the local peacetime emergency plan and applicable existing interagency hazard mitigation reports.

# GOAL CM-2: The City shall ensure the highest environmental quality feasible, the City will seek to conserve, protect, and properly manage its natural resources.

Objective CM-2.1: The City shall protect, conserve or enhance coastal wetlands, living marine resources and wildlife habitat.

Policy CM-2.1.1: The City shall limit the specific and cumulative impacts of development and redevelopment which will have adverse effects on wetlands, water quality, wildlife habitat, living marine resources and beach systems by prohibiting these developments unless mitigation actions are specified or by withholding public funds from these projects.

Policy CM-2.1.2: By the year 2021, the City shall restore or enhance disturbed or degraded natural areas for City-owned property including beaches, estuaries, wetlands, shoreline ecosystems, and drainage systems and shall establish programs to mitigate future disruptions or degradations.

Policy CM-2.1.3: The City shall establish standards for new development adjacent to wetlands to reasonably assure that the quality and quantity of their stormwater discharge does not adversely impact the physical and/or ecological features of those habitats.

Policy CM-2.1.4: With respect to acquisition, the City, where feasible, shall protect, conserve, or enhance coastal wetlands, living marine resources and wildlife habitat unduly threatened by development through establishment of public or private conservation easements or other available means as deemed appropriate.

Objective CM-2.2: The City shall maintain and improve estuarine environmental quality.

Policy CM-2.2.1: The City shall coordinate with Escambia County and the City of Century through the existing interlocal agreement to conduct stormwater management plans which will provide recommendations for preventing estuarine pollution, controlling surface water runoff and protecting living marine resources.

Policy CM-2.2.2: The City shall review and contribute to any updates of the Comprehensive Plans in surrounding jurisdictions and other policy plans that would affect implementation of local estuarine protection goals.

Policy CM-2.2.3: With respect to acquisition, the City, where feasible, shall protect, conserve, or enhance estuarine environmental quality unduly threatened by development through establishment of public or private conservation easements or other available means as deemed appropriate.

Policy CM-2.2.4: The City shall work with local organizations, regional, state agencies to establish procedures to protect and increase the water quality near existing shorelines.

Objective CM-2.3: The City shall reasonably assure that impacts of man-made structures on beach systems are minimal.

Policy CM-2.3.1: Construction in the CHHA shall conform to regulations set forth in the Land Development Code for floodplain management.

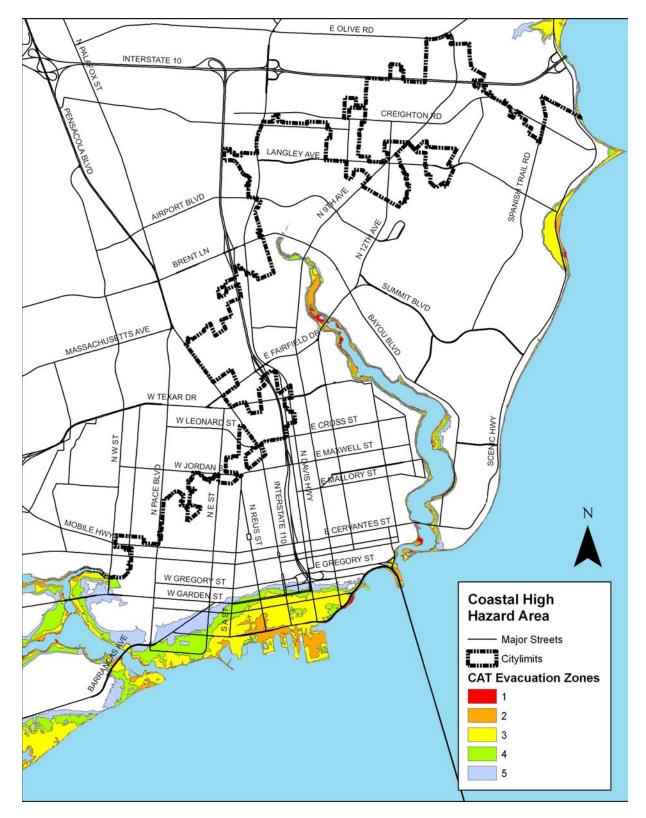
Objective CM-2.4: The City shall coordinate with the West Florida Historic Preservation, Inc. and other appropriate agencies in the protection, preservation or sensitive reuse of historic resources.

Policy CM-2.4.1: The City shall continue to support the Historic Pensacola Preservation Board in its efforts to identify historic sites and register them with the proper agencies.

Policy CM-2.4.2: Through historic zoning district guidelines and building codes, the City shall continue to establish controls for safe construction practices and for retaining the character of development within the districts.

Objective CM-2.5: The City shall continue to discourage off shore oil and gas drilling in the coastal areas of North Florida, and the City shall continue to demand accountability for clean-up of any leaks or spills of oil or oil products as well as other contaminants and pollutants.

Policy CM-2.5.1: The City shall continue to cooperate with other local and state agencies in opposition to the leasing of coastal area waters for offshore oil and gas drilling through appropriate actions. Further, the City shall cooperate with local, state and federal agencies in the clean-up efforts following the Deepwater Horizon oil spill and any other oil leak or spill as well as other contaminants and pollutants that affect waterways within the city limits.



City of Pensacola Coastal High Hazard Areas

## CHAPTER 6

### CONSERVATION AND SUSTAINABILITY

# GOAL C-1: The City of Pensacola will seek to properly manage and protect the environment and its natural resources to the highest level possible.

Objective C-1.1: The City will work with the appropriate agencies to preserve and protect air quality within the City and the Pensacola Urbanized Area to meet ambient air quality standards as currently required by the Florida Department of Environmental Protection (FDEP).

Policy C-1.1.1: The City shall support and cooperate with Escambia County, FDEP, and FDOT in monitoring air pollution sources in the area.

Policy C-1.1.2: The City shall ensure that new industrial development is located in compatible land use areas where impact on air quality can be monitored and minimized.

Policy C-1.1.3: The City shall reduce automobile emission pollution by:

- a. Improving traffic flow patterns.
- b. Encouraging carpooling, the "ride-share" program, and other mass transit options.
- c. Encouraging buffer vegetation along arterial roadways and residential areas.
- d. Developing bicycle paths and pedestrian walkways within the City to encourage use of "clean" transportation.
- e. Encourage efforts to require compliance with emission standards.

Policy C-1.1.4: The City shall continue to enforce City regulations which prohibit or restrict the practice of open fire burning within the City.

Objective C-1.2: The City shall, through its land development regulations, protect, to the maximum extent feasible, all ecologically significant plant and animal communities identified by the U. S. Fish and Wildlife Service, the Florida Game and Fresh Water Fish Commission and other governmental and non-governmental agencies.

Policy C-1.2.1: The City shall take into consideration endangered or threatened plant and animal species, habitat conditions, occurrences and disturbances, in reviewing development proposals.

Policy C-1.2.2: The City shall require that development proposals upon request include a survey for endangered and threatened plant or animal communities utilizing information provided by the Florida Natural Areas Inventory indicating

that no such plant or animal communities occur or are likely to occur with the goal that no documented endangered or threatened natural vegetative or animal communities are destroyed.

Policy C-1.2.3: In areas where protected resources or unique vegetative communities are anticipated or documented, utilizing data information provided by the Florida Natural Areas Inventory development plans shall include an inventory of these resources and vegetative communities.

Policy C-1.2.4: The Land Development Code shall ensure reasonable protection of indigenous tree species, and where degradation has occurred, restoration shall take place by planting native species.

Policy C-1.2.5: The City shall adopt regulations which require the responsible party to mitigate impacts where degradation of environmentally sensitive areas, as defined in 9J-5.003(41), F.A.C., occurs as a result of development activities (cost to be incurred by the proposed development affecting the environmentally sensitive areas).

Policy C-1.2.6: The City will study the design of low-impact parks at Carpenter Creek and Gaberonne Swamp using native plants and other natural features that will not alter the wildlife values of the park.

Policy C-1.2.7: The City will coordinate efforts to conserve, appropriately use or protect unique vegetative communities located within more than one local jurisdiction with adjacent local governments and public or private agencies, including but not limited to the Florida Department of Environmental Protection, The Florida Fish and Wildlife Conservation Commission, and local chapters of groups such as the Sierra Club and Audubon Society.

Policy C-1.2.8: With respect to acquisition, the City, where feasible, shall protect ecologically significant plant and animal communities unduly threatened by development through establishment of public or private conservation easements or other available means as deemed appropriate.

Objective C-1.3: The City will coordinate with the County and other regional agencies to encourage a greater abundance and diversity of aquatic vegetation and fish species in Bayou Texar, Bayou Chico and Pensacola Bay.

Policy C-1.3.1: Through coordinated efforts with ECUA, the City will encourage alternative methods of gray-water discharge, such as a recycling program, reducing the volume of wastewater discharged into area waters.

Policy C-1.3.2: The Land Development Code will include provisions that require stream bank and shoreline buffer zones adjacent to surface water bodies to enhance filtration of stormwater run-off.

Policy C-1.3.3: The City will permit shoreline development only when such development would not destroy or degrade the estuarine or deepwater environment, provided it meets the following criteria:

- 1. A plan is in place for mitigation actions in the event that the environment is adversely affected.
- 2. The economic need and feasibility for the development has been established.

Policy C-1.3.4: The City, in coordination with Escambia County and the ECUA, will implement a public information program to educate residents on the type and use of pesticides that are environmentally safe.

Policy C-1.3.5: The City shall take necessary measures to reduce the quantity and improve the quality of stormwater discharged to area bodies of surface water as follows:

- 1. Implementation of the Pensacola Bay System S.W.I.M Plan recommendations.
- 2. Implementation of the Escambia County/City of Pensacola Stormwater Management Plan recommendations.
- 3. Improvements to the municipal drainage system shall be designed with appropriate water quality control techniques.
- 4. Continuing maintenance of stormwater systems will be performed in a timely and adequate manner which minimizes adverse environmental impacts.

Policy C- C-1.3.6: The City will encourage further development of artificial reefs to enhance fish populations.

Objective C-1.4: The City shall participate in the development of a hazardous waste management program, in coordination with the State and County, for the proper collection, storage, disposal, and transport of hazardous wastes generated within the City.

Policy C-1.4.1: The City shall continue to respond to all hazardous material incidents in the City in compliance with Title III of the Superfund Amendment and Re-authorization Act of 1986 and the Florida Hazardous Materials Emergency Response and Community Right-to Know Act of 1988.

Policy C-1.4.2: The City, in coordination with Escambia County and the ECUA, shall provide educational material and schedule amnesty days to provide for the

collection of hazardous wastes from City residents and small commercial and industrial hazardous waste generators.

Policy C-1.4.3: The City shall coordinate with County, State, and Federal agencies in the development and compliance of hazardous waste management programs.

Objective C-1.5: The City shall regulate future development on or near floodplain areas to reduce the exposure of human life and property to damage from natural hazards.

Policy C-1.5.1: The City shall establish limits on public expenditures and capital improvement for developments located in Coastal High Hazard Areas (CHHA).

Policy C-1.5.2: The City will actively enforce minimum building standards identified in the adopted Flood Plain Management Ordinance for construction within the 100-year flood plain.

Policy C-1.5.3: The City shall cooperate with the Federal Emergency Management Agency (FEMA) to regularly update the 100-year flood plain and to continue FEMA regulations.

Objective C-1.6: The City shall establish responsibility for the alleviation of the harmful and damaging effects of on-site generated erosion, sedimentation, runoff, and the accumulation of debris on adjacent downhill and/or downstream properties.

Policy C-1.6.1: The City shall require that no person may subdivide or make any change in the use of land or construct or change the size of a structure, except for individual single-family and duplex home construction, without first submitting a stormwater management plan to the City Engineer and obtaining a stormwater management permit from the building official.

Policy C-1.6.2: The City shall require that all land development plans include measures to minimize soil erosion in sensitive soil erosion areas. These plans should utilize native species for landscaping to the maximum extent possible.

Policy C-1.6.3: The City shall review and update its Erosion, Sedimentation, and Runoff Control ordinance as necessary.

Objective C-1.7: The quality of Pensacola's surface and ground waters should meet or exceed the minimum requirements set by the Florida Department of Environmental Protection.

Policy C-1.7.1: The City shall protect all water recharge areas within the City through enforcement of the Land Development Code, and periodic review and

Conservation and Sustainability

amendment of these regulations, as necessary, to strengthen the overall protection of water recharge areas including but not limited to the following:

- 1. Open space requirements;
- 2. Amount of impervious surfaces permitted in critical water recharge areas;
- 3. Stormwater management;
- 4. Erosion control;
- 5. Landscaping and vegetation protection.

Policy C-1.7.2: The City shall utilize maps contained in the *Wellhead Protection Area Delineation in Southern Escambia County, Florida, Water Resources Special Report 97-4, December 1997*, prepared by the Northwest Florida Water Management District, as may be amended, and included by reference, to identify wellhead protection areas around existing water wells and shall continue to cooperate with the Escambia County Utilities Authority in reviewing land use regulations within these areas.

Policy C-1.7.3: The City shall continue to coordinate its efforts with those of federal and State agencies to complete the clean-up of hazardous waste sites and abandoned dump areas to protect the groundwater from leaching.

Policy C-1.7.4: The City shall regulate, minimize or prohibit development which can be expected to cause or increase salt-water intrusion, interfere with water use rights, or pollute or damage ecosystems within the City.

Policy C-1.7.5: The City shall coordinate with the NWFWMD to prohibit the extraction of water where use exceeds the available recharge, or in areas of concern near utility wells "cones of influence".

Policy C-1.7.6: The City will continue to coordinate with the ECUA and the Escambia County Health Department to identify the location of individual septic tanks in the City for the purpose of discontinuing septic tank use and requiring future utilization of the sewer collection system.

Objective C-1.8: The City shall encourage the conservation of fresh groundwater and the reuse of existing water supplies.

Policy C-1.8.1: The City shall encourage the development of building codes that provide for the installation of water saving devices in new construction and renovation projects.

Policy C-1.8.2: The City will coordinate with ECUA to investigate the feasibility of establishing a graywater system throughout the City for irrigation and other suitable purposes.

Policy C-1.8.3: To reduce the quantity of potable water used for irrigation, the Land Development Code will include provisions encouraging the use of native vegetation for all development or redevelopment activities, whenever feasible.

Policy C-1.8.4: New development shall not be permitted unless a continual source of potable and/or non-potable water is available to meet the projected needs of the population.

Policy C-1.8.5: The City of Pensacola shall support the water management plans and water shortage plans of the Northwest Florida Water Management District through cooperation with ECUA and through enforcement of water conservation provisions.

Objective C-1.9: The City shall identify and cooperate in the protection of all endangered or threatened species by including appropriate regulations within the Land Development Code.

Policy C-1.9.1: The City shall use a current and complete inventory, prepared by other reliable sources, which includes endangered or threatened plant and animal species, habitat conditions, occurrences and disturbances, in reviewing development proposals.

Policy C-1.9.2: The City shall include regulations within the Land Development Code that prohibits any development that would destroy the habitat of endangered or threatened species, when the habitats has been identified and documented.

Objective C-1.10: The City's wetlands shall be conserved and protected, to the greatest extent feasible, from any adverse physical or hydrological alteration without proper mitigation.

Policy C-1.10.1: The City shall require review and approval of dredge and fill permits by the Florida Department of Environmental Regulation for wetlands within its jurisdiction.

Policy C-1.10.2: Where alteration of wetlands is necessary in order to allow for reasonable use of property, then the restoration of disturbed wetlands shall be provided for or additional wetland areas will be created to replace the area that was destroyed.

Policy C-1.10.3: The City shall designate the Gaberonne Swamp area owned by the City as an environmentally sensitive area to be used only for purposes of low-intensity recreation activities, with construction activities limited to those which will not disturb the natural environment pursuant to FAA approval.

Objective C-1.11: The City shall, as feasible, establish and implement a systematic plan for reforesting its urban fabric that optimizes the resources available in the City Tree Planting Trust Fund.

Policy C-1.11.1: The plan should contain an audit and condition analysis of protected trees existing on public properties, and prioritized replanting plan in roadway rights of way between specific intersections on specific roadways.

Policy C-1.11.2: The plan shall coordinate with regulations in the Land Development Code to produce aesthetic uniformity along roadways and biodiversity throughout the total urban forest, promotion of minimum tree spacing, and planting and maintenance specifications should prescribe best practices to optimized tree life.

# GOAL C-2: The City of Pensacola will seek to promote sustainable development which meets the needs of the present without compromising the ability to meet the needs of the future through the protection of the natural environment.

Objective C-2.1: The City will encourage green site development in which the design, construction, and operation promote the preservation of resources and environmentally sensitive construction practices, systems and materials.

Policy C-2.1.1: The City shall promote and encourage the construction of buildings with design by recognized environmental rating agencies including the Florida Green Building Coalition, the National Home Builder Association and the U.S. Green Building Council.

Policy C-2.1.2: The City shall establish land use regulations that provide incentives for the construction of LEED certified buildings.

Policy C-2.1.3: The City shall continue to promote, through its Land Development Code regulations, the use of Florida landscape materials that promote water conservation and the principals of Xeriscape.

## **CHAPTER 7**

### **RECREATION AND OPEN SPACE**

# GOAL R-1: The City of Pensacola shall ensure that all Pensacola residents have access to a wide range of recreational facilities and City Parks.

Objective R-1.1: The City will acquire, develop and maintain parks and recreational facilities to meet the needs of the city's current and projected population.

Policy R-1.1.1: The City will adopt a recreational level of service of .5 acres/1000 persons for mini-parks (at a 1/4 mile radius); 2 acres/1000 persons for neighborhood parks (at a 1/2 mile radius); 1.5 acres per 1,000 persons for community parks (city-wide radius); and, 1 acre per 1,000 persons for open space (citywide radius). Activity based level of service standards shall be adopted as follows:

Swimming Pools	1 pool/25,000 population
Tennis Courts	1 court/2,000 population
Basketball Courts	1 court/5,000 population
Baseball/Softball Fields	1 field/3,000 population
Football/Soccer/Rugby Fields	1 field/4,000 population
Golf Course (9-hole)	1 course/25,000 population
Golf Course (18-hole)	1 course/50,000 population

Policy R-1.1.2: The City will acquire and/or develop recreation sites and correct or improve existing deficiencies consistent with the Capital Improvements Element as follows:

- ✤ Baars Park- develop neighborhood park.
- ✤ Acquire land near Legion Field
- ✤ Acquire land near Sanders Beach-Corinne Jones Center.
- Acquire property or implement interlocal agreement for Dory Miller Park.
- Acquire land or implement interlocal agreement for ball fields near "T" and "W" Streets.
- Coordinate Master Plan for Hollice Williams Park with CRA.
- Construct Community Center in Service Area 8.
- Develop Community Aquatic Center.
- Develop Mallory Heights Park III.

Policy R-1.1.3: The City will periodically review demographic changes within Pensacola and conduct needs assessment survey for each park service area to determine necessary equipment and services for City parks and recreational facilities.

Policy R-1.1.4: The City will reduce maintenance cost of parks and recreational facilities by using native plants for landscaping in appropriate areas.

Policy R-1.1.5: Where feasible, the City shall provide additional recreation and open space opportunities including, but not limited to, sites/facilities required to meet LOS standards, and/or sites that would further objectives to protect natural environments, through establishment of public or private conservation easements, or through other available means as deemed appropriate.

Policy R-1.1.6: Where feasible in the redevelopment of existing recreation and open space sites or development of new sites, the City shall provide facilities for outdoor recreation activities, including, but not limited to, nature trails or boardwalks, interpretive displays, wildlife observation areas, or picnic areas, if applicable.

Policy R-1.1.7: The City shall identify and prioritize for acquisition, properties that provide for open space amenities, especially if they are located within the urban core or provide access to scenic vistas or waterways.

Policy R-1.1.8: The City shall manage natural areas and waterfront open spaces appropriate for the resources that are contained within, or are being protected by such lands. At a minimum, this shall include removal of non-native and invasive vegetation.

Policy: R-1.1.9: The City shall strive to maintain the quality and availability of recreational facilities for residents throughout the City.

Policy: R-1.1.10: The City shall strive to ensure the quality of the recreational equipment will be provided equally to all recreational facilities in the City.

Objective R-1.2: The City will continue to analyze and improve accessibility of recreational facilities and natural resources.

Policy R-1.2.1: The City will encourage the Pensacola Transportation Planning Organization (TPO) to conduct a study of roadways adjacent to park and recreational facilities and develop a plan for a coordinated system of bicycle lanes and sidewalks/paths linking residential areas with these facilities. This system will be coordinated with plans for existing or proposed state or federal scenic highway corridors and/or greenway trail systems.

Policy R-1.2.2: The City will coordinate with Escambia County Transit System to reasonably assure, when feasible, provision of service to major recreational facilities.

Policy R-1.2.3: The City will maintain existing public access to the greatest extent possible, and if deemed feasible will increase opportunities for public

### Recreation and Open Space

access to the shoreline through establishment of public or private conservation easements or through other available means as deemed appropriate. Private property rights will be protected in providing additional public access to the shoreline.

Objective R-1.3: The City shall coordinate public and private resources to meet development and maintenance needs for recreation by execution of existing interlocal agreements with public agencies and by assistance to private resources through technical help or through co-sponsorship of activities.

Policy R-1.3.1: The City shall continue to contribute funding to the Pensacola-Escambia Clean Community Commission for the community education program they coordinate with Escambia County School Board about littering and misuse of recreational facilities and for their monitoring of the "Adopt-A-Park" program which coordinates private resources to maintain City parks and rights-of-way.

Policy R-1.3.2: The City shall continue the interlocal agreement for coordination between the City and the Escambia County School Board in the provision and maintenance of shared recreational facilities.

Policy R-1.3.3: The City shall continue to cosponsor recreational programs and events, such as the baseball/softball program and other athletic events, races and festivals, using City facilities and maintenance.

Objective R-1.4: Open space areas, which are accessible to the public for low-intensity use shall be provided through implementation of the open space requirements of the Land Development Code.

Policy R-1.4.1: The City will designate corridor open space areas for new roadways and for reconstruction of existing roadways wherever adequate rights-of-way exist.

Policy R-1.4.2: The City will accept or acquire easements and/or right-of-ways for portions of Gaberonne Swamp and Carpenter Creek from the end of Ellyson Drive north to Bayou Boulevard to protect these areas in their natural state by designating them as conservation districts.

Policy R-1.4.3: The City shall maintain open space areas by implementing Title 12 of the Land Development Code, specifically Chapter 12-2 (zoning district setback requirements) and Chapter 12-8 (subdivision regulations which require a donation of 5% of land for open space or recreation).

Policy R-1.4.4: Open space definitions and standards as described in the Recreation and Open Space Chapter of the Comprehensive Plan will be included in the City of Pensacola Land Development Code.

# GOAL R-2: The City shall continue encourage greater usage of recreational facilities and open spaces.

Objective R-2.1: The City will pursue efforts to promote interconnectivity with existing recreational facilities and open spaces.

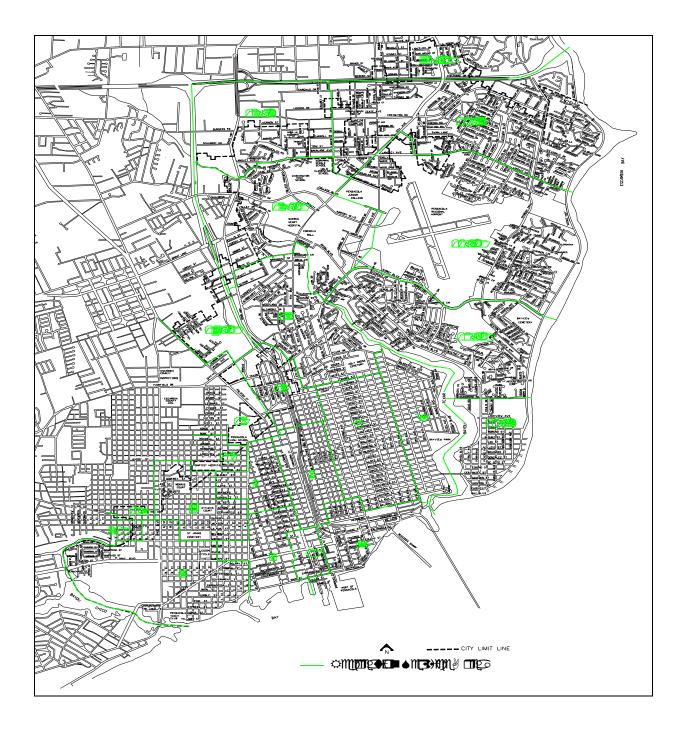
Policy: R-2.1.1: The City will review existing park locations to determine when interconnections could be established that would promote greater use.

Objective R-2.2: The City will pursue efforts to promote interconnectivity with Escambia County recreational facilities and open space with City resources.

Policy R-2.2.2: The City will coordinate with Escambia County to promote the concept of interconnecting County recreational facilities and City recreational facilities to be used by residents.

Recreation and Open Space

# City of Pensacola Recreation Service Areas



### **CHAPTER 8**

### INTERGOVERNMENTAL COORDINATION

GOAL IC-1: The City of Pensacola shall foster and encourage intergovernmental coordination with Escambia County, other adjacent local governments, and local, regional, State and Federal agencies.

Objective IC-1.1: The City will prepare or update existing interlocal agreements with appropriate governmental entities in Escambia County to provide continued intergovernmental coordination.

Policy IC-1.1.1: The City will continue to review all existing interlocal agreements to evaluate their effectiveness and to assure that any new requirements from the Comprehensive Plan will be addressed in the agreement.

Policy IC-1.1.2: The City will prepare interlocal agreements with Escambia County and/or the ECUA to assure coordination regarding infrastructure development which affects both the City and the County.

Policy IC-1.1.3: The City will prepare an interlocal agreement with the District School Board in order to assure collaborative planning of educational facilities and infrastructure development.

Policy IC-1.1.4: The City will coordinate with the Pensacola State College and the University of West Florida in order to assure collaborative planning of infrastructure development.

Policy IC-1.1.5: The City will continue to promote compatibility with local military service.

Objective IC-1.2: The City will participate in and develop new committees or informal coordination mechanisms which will further intergovernmental coordination.

Policy IC-1.2.1: The City will assist in the development and participate in a joint City/County/ECUA coordinating committee to review future development plans with the ECUA facilities capacities.

Policy IC-1.2.2: The City will continue to participate in existing intergovernmental coordination committees (i.e., Transportation Planning Organization, Bay Area Resource Council, Chamber of Commerce) and expand some of the functions of these committees to address problem areas identified in the Comprehensive Plan.

Policy IC-1.2.3: The City shall establish a regular exchange of City Planning Board agendas and Escambia County Planning Board agendas for the purpose of providing information to each entity regarding certain issues with potential intergovernmental impacts.

Policy IC-1.2.4: The City will coordinate with Escambia County to identify potential adverse effects of development decisions made within a one-half (1/2) mile on either side of the City limits.

Policy IC-1.2.5: The City of Pensacola shall routinely review and coordinate the level of service standards with the WFRPC, TPO, DCA, DEP, FDOT and all other appropriate State, regional and local agencies in the development of each element of the Comprehensive Plan.

Policy IC-1.2.6: The City shall continue to coordinate with the WFRPC and other appropriate agencies to ensure that the impacts of development proposed in the City's plan are coordinated with adjacent local governments (i.e., expansion of marinas, airport, ports, bridges and new roads).

Policy IC-1.2.7: The City shall continue to coordinate with the School District to insure that the School Board has an opportunity to review and comment on the effect of proposed residential development, the effect of comprehensive plan amendments and rezonings on the public school facilities plan.

Objective IC-1.3: The City will continue to enforce LOS standards with Escambia County, the ECUA, and the FDOT, and to coordinate with the District School Board facilities work program.

Policy IC-1.3.1: The City will continue to annually review enforce adopted LOS standards and coordinate with the ECUA in planning for future growth.

Policy IC-1.3.2: The City will continue to enforce adopted roadway LOS standards with Escambia County and FDOT, which are consistent, particularly where roadways pass through jurisdictional boundaries.

Policy IC-1.3.3: The City will coordinate with the District School Board facilities work program, which is used to plan for future growth.

Policy IC-1.3.4: The City will coordinate population estimates and projections with the School Board at a minimum of once each year as part of the review of the DSB facilities work program (5-year plan).

Policy IC-1.3.5: In order to coordinate the effective and efficient provision and siting of educational facilities with associated infrastructure and services within the City, representative of the City and the School Board will meet by June 2000

to develop mechanisms for coordination of educational facilities planning. The City will amend the Plan by January 2001 to incorporate the coordination mechanisms developed.

Objective IC-1.4: The City shall ensure that the impacts of development proposed in the City's Comprehensive Plan are coordinated with adjacent municipalities, Escambia County, WFRPC, the State of Florida, the TPO and other appropriate agencies.

Policy IC-1.4.1: The City will coordinate comprehensive planning with local governmental agencies including the School Board, the WFRPC, the Northwest Florida Water Management District, etc. for all developments that will have a significant impact on the region.

Policy IC-1.4.2: The City will participate in the update of the *West Florida Strategic Regional Policy Plan*.

Policy IC-1.4.3: In order to coordinate the management of environmental systems that fall under the jurisdiction of more than one local government, the City shall:

- \* Monitor and evaluate updates to the *Escambia/Santa Rosa Coastal Resource Management Plan.*
- \* Participate in the Florida-Alabama TPO.
- \* Participate in the formulation of, and coordinate in the implementation of, the *Pensacola Bay System S.W.I.M. Plan* and the *Escambia County/City of Pensacola Stormwater Management Plan.*

Objective IC-1.5: The City will provide for formal or informal conflict resolution mechanisms when necessary to deal with issues of intergovernmental coordination.

Policy IC-1.5.1: The City will utilize the services of the West Florida Regional Planning Council for informal conflict mediation where appropriate.

Policy IC-1.5.2: The City will provide for joint meetings of the City Council and the County Commission to resolve issues relating to intergovernmental coordination

Objective IC-1.6: The City of Pensacola shall periodically sponsor workshops with the Escambia County School District, other units of local government, and the ECUA to discuss future expansion plans and identify any proposed land use or facility impacts.

Policy IC-1.6.1: The City of Pensacola shall annually review the master plans of the Escambia County School District, other units of local government, the WFRPC, the State, and the ECUA in the comprehensive planning process and shall advise the respective bodies concerning inconsistencies.

Objective IC-1.7: The City shall comply with Florida laws for review of annexation requests and for resolving annexation issues.

Policy IC-1.7.1: City and County staff will exchange and review data regarding levels of service and land use for areas that are being considered for annexation.

Policy IC-1.7.2: The City will consider conducting an opinion survey of any area(s) being considered for annexation to determine the feasibility of conducting a referendum prior to initiating an annexation action.

Policy IC-1.7.3: The City will coordinate with State legislators in addressing State laws concerning annexation.

# **GOAL IC-2:** The City of Pensacola shall coordinate and plan with the Escambia County District School Board for the provision of adequate and readily accessible educational sites and the timely construction of school facilities.

Objective IC-2.1: The City will cooperate with the School District in siting individual facilities in an orderly and timely manner that is responsive to alleviating overcrowding, providing special facilities, and meeting the demands of new development through, but not limited to, the following policies.

Policy IC-2.1.1: The City Planning Department will coordinate with the School District staff in the siting of school facilities throughout the City so that their location is consistent with and, to the degree possible, will further the Goals, Objectives, and Policies of the Comprehensive Plan.

Policy IC-2.1.2: The City will evaluate the ability for the co-location of public parks, public library facilities, or other public facilities as appropriate, when school sites are chosen and the development plans prepared. The technical interrelationships of the Capital Improvements Programs will in part, identify co-location/joint use opportunities.

Objective IC-2.2: The City will provide the School District an opportunity for coordinated, on-going review of the impacts of development.

Policy IC-2.2.1: The City will inform the School District of proposed amendments to the Future Land Use Map of the City.

Policy IC-2.2.2: The City will request that the School District, prior to final consideration by the School Board, formally contact the City regarding any existing school in the City that is being considered for closure, capacity change,

or programmatic change, so that the City can assess the impact of the school closure upon the community and provide formal comments if desired.

Intergovernmental Coordination

# **CHAPTER 9**

# **CAPITAL IMPROVEMENTS**

# GOAL CI-1: The City shall utilize development standards which will effectively maximize facilities and will provide for new facilities as growth occurs in a manner consistent with the City's Future Land Use element.

Objective CI-1.1: The City shall utilize the capital improvements element to correct existing deficiencies within the framework of the 5-year Schedule of Improvements; to accommodate desired future growth; and to replace worn-out or obsolete facilities.

Policy CI-1.1.1: The Capital Improvements Element shall include only those facility types explicitly required in Chapter J-5, FAC, which are Sanitary Sewer, Solid Waste, Drainage, Potable Water, Transportation and Parks and Recreation.

Policy CI-1.1.2: All existing deficiencies defined in the CIE shall be evaluated and necessary facilities upgraded and/or replaced utilizing the follow method for prioritizing the year the projects will be implemented:

- \* Highest priority will be given to projects which directly affect the health and safety of the public.
- \* Second priority will be given to those projects, which would be more cost-effectively undertaken with other facilities under the 5year Schedule of Improvements.

Policy CI-1.1.3: The Capital Improvement Element's 5-year Schedule of Improvements will be included in the City's Capital Improvement Program and will have priority over any other City capital needs.

Policy CI-1.1.4: Proposed capital improvements projects shall be evaluated based on their direct relationship to the Comprehensive Plan Elements and shall include consideration of:

- 1. The elimination of existing capacity deficiency;
- 2. The elimination of public hazards;
- 3. The project's financial feasibility and impact on the local budget;
- 4. The project's ability to increase the efficiency of use of existing facilities, prevent or reduce future improvement cost, provide service to developed areas lacking full service, or promote infill development; and,
- 5. Plans of state agencies and water management districts that provide public facilities within the City.

Policy CI-1.1.5: The City Manager, Director of Finance, Community Design & Planning Director, Engineering Department Director, Leisure Services Director, Public Services & Sanitation Director, and the Port Director will serve as the internal review group for the purpose of evaluating and ranking in order of priority projects proposed for inclusion in the 5-year Schedule of Improvements. Other appropriate City officials may, from time to time, be requested to serve on the committee or provide assistance to the committee as circumstances and issues require.

Objective CI-1.2: Infrastructure improvement costs required due to increased use of existing facilities by future development will be proportionately shared by the City and the developer in order to maintain adopted LOS standards taking into account the costs associated with adequately documenting the degree to which future development is responsible for causing such improvements.

Policy CI-1.2.1: The City will implement a stormwater utility fee, if necessary, to assess costs for future drainage improvements and continue to utilize local funding and State and federal grants to adequately maintain adopted LOS standards for drainage. In addition, the City will continue to utilize local optional gas tax to fund local roadway improvements for the purpose of maintaining adopted LOS standards. The City will pursue new revenue sources and methods to fund local roadway and drainage projects.

Policy CI-1.2.2: The City shall continue to implement its program for mandatory dedications or fees in lieu of as a condition of plat approval for the provision of recreation and open space.

Objective CI-1.3: The City shall coordinate its land development process and fiscal resources with its adopted Capital Improvements schedule to ensure all development orders and building permits for future development and redevelopment will only be issued if adopted level of service standards for public facilities are maintained.

Policy CI-1.3.1: All development orders and building permits for future development and redevelopment activities shall be issued by the City only if public facilities necessary to meet the following adopted level of service standards are available concurrent with the impacts of the development.

- \* Sanitary Sewer 100 gallons per capita per day average flow.
- \* Solid Waste 4.52 pounds per capita per day.
- \* Drainage LOS A tolerates street flooding to a depth of 3 inches or less in the gutters when the rest of the pavement is passable, and allows open or green space flooding of up to 12" as long as there is no threat to public health or safety, or permanent impediment to the intended use of the property; LOS B - tolerates flooding of

entire street surface up to 4"; LOS C - tolerates structure flooding; based on the following design criteria:

In existing developments adequate drainage capacity to accommodate run-off associated with a 3-year, 12-hour design storm for collection systems.

In new developments adequate drainage capacity to accommodate a 25-year, 12-hour design storm for collection systems and for retention and detention ponds. As a minimum the first 1/2" of runoff must be retained on the site of the development. At the discretion of the City Engineer, retention standards may be increased beyond the 1/2" minimum standards on a site-specific basis.

\* Potable Water - 118 gallons per capita per day (gpcd) for Zone 1, 146 gpcd for Zone 2.

*	Roadway Type	LOS (Peak hour)
	State Roadways	
	Intrastate	С
	Other State Roads	E
	Roads Within the TCEA	Exempt
	Local Collector Roads	E
	Other Local Roads	С

\* Recreation Standards

Acreage - .5 acres/1000 persons for mini parks (1/4 mile radius); 2 acres/1000 persons for neighborhood parks (1/2 mile radius); 1.5 acres/1000 persons for community parks (citywide radius), and; 1 acre/1,000 persons for open space (citywide radius).

Swimming Pool	1 pool/25,000 persons
Tennis Court	1 court/2,000 "
Basketball Court	1 court/5,000 "
Baseball/Softball Field	1 field/3,000 "
Football/Soccer/Rugby Field	1 field/4,000 "
Golf Course	1-9-hole course/25,000
Golf Course	1-18-hole course/50,000

Policy CI-1.3.2: The City will not issue development orders unless public facilities that meet adopted LOS standards are available or meet the requirements of the City's adopted Concurrency Management System.

Policy CI-1.3.3: The City shall make provision for the availability of public facilities to serve developments for which development orders were issued prior to the adoption of the Comprehensive Plan.

Policy CI-1.3.4: The City shall track all de minimis impact of development for annual submittal of the CIE through the established concurrency management system.

Objective CI-1.4: The City shall utilize all funding resources and mechanisms which are necessary for capital improvements.

Policy CI-1.4.1: The City shall study the feasibility of implementing as many local funding mechanisms as possible for capital improvements.

Objective CI-1.5: The City shall follow the 5-year Schedule of Improvements (as amended from time to time) as set forth in the Capital Improvements Element (CIE) except in the instance of unforeseen natural disasters or cut-backs in funding sources, either of which could change funding or expenditure priorities.

Policy CI-1.5.1: The City shall review the CIE on an annual basis to ensure that the required fiscal resources are available to provide public facilities to support adopted LOS standards.

Policy CI-1.5.2: The City shall adopt a monitoring and evaluation program for the review of the CIE.

Objective CI-1.6: Proposed expenditure of public funds that subsidize or enable land development in Coastal High Hazard Areas shall be limited to those projects identified in the Coastal Management Chapter.

Policy CI-1.6.1: The use of City funds for shoreline development in the CHHA will be based on the following priorities:

- A. Water dependent uses
- B. Water related recreation
- C. Residential
- D. Commercial

Objective CI-1.7: The City shall adopt its CIE at the same time that it adopts its Annual Operating Budget. The CIE shall include those projects necessary to maintain the adopted level of service standards set forth in Policy 1.3.1.

Policy CI-1.7.1: The ratio of general government debt service expenditures to general government total expenditures shall not exceed 15 percent (as measured by either the most recent comprehensive annual financial report or the adopted

current year budget) except when a proposed borrowing is necessitated to finance reconstruction following emergencies (such as a hurricane or natural disaster).

Capital Improvements

(S) Source						CAPIT	AL IMPROVEME	ENTS FY 2011 - FY	2015								
(-)	2011			2012			2013			2014			2015				
PROJECT	COST	CITY'S SHARE	OTHER SHARE	COST	CITY'S SHARE	OTHER SHARE	COST	CITY'S SHARE	OTHER SHARE	COST	CITY'S SHARE	OTHER SHARE	COST	CITY'S SHARE	OTHER SHARE	TOTAL PROJECTS	CITY'S SHARE
PORT																	
Maintenance Dredging	640,000	320.000	320.000													640,000	320,000
Maintenance breaging	040,000	(1) Port	(2) FSTED													040,000	020,000
Port Intermodal Rail Enhancements	2,750,000	0	2,750,000 (18) TIGER II													2,750,000	0
America's Marine Highways				900,000	225,000	675,000	900,000	225,000	675,000							1,800,000	450,000
Terminal & Facilities Development, Phase I					TBD	(16) MARAD		TBD	(16) MARAD								
America's Marine Highways										450,000	112,500	337,500	450,000	112,500	337,500	900,000	225,000
Terminal & Facilities Development, Phase II											TBD	(16) MARAD		TBD	(16) MARAD		
Dockside Utility Improvements	150,000	75,000 (1) Port	75,000 (2) FSTED													150,000	75,000
On-dock Rail Switch Repairs	60,000	60,000 (1) Port	0													60,000	60,000
Entrance Gate Relocation and Improvements	250,000	50,000 (1) Port	200,000 (3) TSA													250,000	50,000
Intermodal Rail Replacement		1.7.5.	(0) - 0	1,000,000	0	1,000,000 (18) TIGER II	1,000,000	0	1,000,000 (18) TIGER II							2,000,000	0
Dock & Wharf Apron Strengthening (Berth 6 Rehabilitation)				1,100,000	0	1,100,000 (18) TIGER II	1,100,000	0	1,100,000 (18) TIGER II							2,200,000	0
Berth 6 Fender System Replacement							1,000,000	0	1,000,000 (18) TIGER II							1,000,000	0
Port Total	3,850,000	505,000	3,345,000	3,000,000	225,000	2,775,000	4,000,000	225,000	3,775,000	450,000	112,500	337,500	450,000	112,500	337,500	11,750,000	1,180,000
STORMWATER PROJECTS																	
Davis Highway at Valley Drive							309,700	309,700		255,000	255,000 (5) SWCP					564,700	564,700
Sanders Beach Storm Sewer Reconstruction								(5) SWCP		370,000	(5) SWCP 370,000		500,000	500.000	-	870,000	870.000
Sanders Beach Storm Sewer Reconstruction										370,000	(5) SWCP		500,000	(5) SWCP		870,000	870,000
Gaberonne Swamp Stormwater Enhancements				200,000	200,000 (5) SWCP						(0) 01101			(0) 01101		200,000	200,000
Land Acquisition Retention Pond Sites					(0) 01101					35,000	35,000		300,000	300,000		335,000	335,000
											(5) SWCP			(5) SWCP			
Baywoods Gulley Stormwater Enhancements				200,000	200,000		295,300	295,300 (5) SWCP								495,300	495,300
Carpenters Creek at Brent Lane				370,000	370,000 (5) SWCP		200,000	200,000 (5) SWCP								570,000	570,000
"L" and Zarragossa Street Drainage Improvements				340,000	340,000 (5) SWCP		104,200	104,200 (5) SWCP								444,200	444,200
12th Avenue at Carpenter's Creek	20,000	20,000 (5) SWCP		250,000	250,000 (5) SWCP		180,800	180,800 (5) SWCP								450,800	450,800
Bayou Chico Stormwater Outfall Retrofits	500,000	500,000 (5) SWCP		300,000	300,000 (5) SWCP			(-)								800,000	800,000
Birnam Woods S/D Discharge at Bayou Texar	340,000	340,000 (5) SWCP			(5) 5000						1					340,000	340,000
Scenic Heights Discharge (Langley into Escambia Bay)		(5) SWCP								500,000	500,000 (5) SWCP		500,000	500,000 (5) SWCP		1,000,000	1,000,000

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  326,800         326,800         326,800         100,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         150,000         160,000         853,400         <td< td=""><td>(b) SWCP         (c) SWCP         (c) SWCP         (c) SWCP           162,000         162,000         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         326,800         120,000         (f) SWCP         120,000         (f) SWCP         <td< td=""><td>(b) SWCP         (c) SWCP         (c) SWCP         (c) SWCP         (c) SWCP           162,600         162,500         326,800   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Capital Improvements

2012	1	1	1	1	ı	ı	1	1	1	1	1	1	1	1 1		1	ı ı
Pave Interior Perimeter Road				489.500	24,500	465,000										489,500	24,500
ave interior remineter road				403,300	24,300	403,000										403,300	24,300
					(7) CIA (9) PFC	(11) FAA											
Acquire Land - Commerce Park Phase I				1,333,333	333,333	1,000,000		1								1,333,333	333,333
					(7) CIA (9) PFC	(8) FDOT											
Improvements to Retention Pit - Design				900,000	45,000	855,000										900,000	45,000
					(7) CIA (9) PFC	(11) FAA											
Relocate Fuel Farm Phase II				900,000	45,000	855,000										900,000	45,000
					(7) CIA (9) PFC	(11) FAA											
Environmental Assessment for ILS at R/W 35				250,000	12,500	237,500										250,000	12,500
And the Decision of the Market States				150,000	(7) CIA (9) PFC 7,500	(11) FAA 142,500										150,000	7,500
Airfield Pavement and Lighting Rehab - Design				150,000	(7) CIA (9) PFC	(11) FAA										150,000	7,500
2013					(1) GIA (3) 11 C	(11)1744											
Acquire Land - Commerce Park Phase I							1,333,400	333,400	1,000,000							1,333,400	333,400
							.,,	(7) CIA (9) PFC	(8) FDOT							.,,	
New ARFF Vehicle (fire rescue)							700,000	35,000	665,000							700,000	35,000
								(7) CIA (9) PFC	(11) FAA								
Construct Hold Pads							1,210,000	60,500	1,149,500							1,210,000	60,500
								(7) CIA (9) PFC	(11) FAA								
Replace Perimeter Fence							900,000	45,000	855,000							900,000	45,000
								(7) CIA (9) PFC	(11) FAA								
Remove Old TRACON Building							1,000,000	50,000	950,000							1,000,000	50,000
2014								(7) CIA (9) PFC	(11) FAA								
										2,000,000	500.000	4 500 000				0.000.000	500.000
Acquire Land - Commerce Park Phase II										2,000,000	(7) CIA (9) PFC	1,500,000 (8) FDOT				2,000,000	500,000
New ARFF Vehicle										700,000	35,000	665,000	1			700,000	35,000
										100,000	(7) CIA (9) PFC	(11) FAA				100,000	66,000
Additional GA Ramp - Construction										3,000,000	150,000	2,850,000				3,000,000	150,000
											(7) CIA (9) PFC	(11) FAA					
EA/EIS for GA R/W 17L/35R										229,000	11,450	217,550				229,000	11,450
											(7) CIA (9) PFC	(11) FAA					
Strengthen SW Ramp - Design										200,000	10,000	190,000				200,000	10,000
											(7) CIA (9) PFC	(11) FAA					
2015																	
Acquire Land - Commerce Park Phase II													2,000,000	500,000	1,500,000	2,000,000	500,000
Oliveration Ocean Device													000.000	(7) CIA (9) PFC	(8) FDOT	000.000	45,000
Strengthen Cargo Ramp													900,000	45,000 (7) CIA (9) PFC	855,000 (11) FAA	900,000	45,000
Design/Build Connecting Taxiways to Additional													955,000	47,750	907,250	955,000	47,750
T-Hangers	1				1					1			335,000	(7) CIA (9) PFC	907,250 (11) FAA	333,000	47,750
Strengthen SW Ramp - Construction	1	i – – – – i		i	1		i	i –		i –			1,300,000	65,000	1,235,000	1,300,000	65,000
														(7) CIA (9) PFC	(11) FAA		
GA Ramp Expansion - Design													600,000	30,000	570,000	600,000	30,000
														(7) CIA (9) PFC	(11) FAA		
Airport Tota	44,534,400	6,448,450	38,085,950	4,022,833	467,833	3,555,000	5,143,400	523,900	4,619,500	6,129,000	706,450	5,422,550	5,755,000	687,750	5,067,250	65,584,633	8,834,383
1	1				1					1			1				
GRAND TOTAL FOR ALL PROJECTS	51,714,800	10,283,850	41,430,950	10,753,233	4,423,233	6,330,000	12,873,800	4,479,300	8,394,500	10,309,400	4,549,350	5,760,050	9,935,400	4,530,650	5,404,750	95,586,633	28,266,383

(1) PORT - Port Funds

(2) FSTED - Florida Seaport Transportation Economic Development Council

PI - Private Investment
 PI - Private Investment
 TAS - Trasportation Security Administration Grant
 SWCP - Stormwater Capital Projects Fund
 LOGT - Local Option Gas Tax

(7) CIA - Capital Improvements Fund, Airport

(/) CIA - Capital Improvements Fund, Airport (8) FDOT - Florida Department of Transportation (9) FFC - Passenger Facility Charge (10) CFC - Customer Facility Charge (11) FAA - Federal Aviation Administration Entitlements (12) SISGM - Strategic Intermodal System Growth Management (13) Exerci Aura Dawter

(12) Journal - Outstage (13) Bond - Alport Bonds (14) ARRA - American Recovery & Reinvestment Act Port Security Grant Program (unding pending grant award) (16) MARAD - US Martime Administration America's Martine Highways Program (projected future funding source) (17) - Economic Recovery Funds (to be constructed if funds are awardsd)

(18) TIGER II - National Infrastructire Investments funding pending grant award)

# **HISTORIC PRESERVATION**

GOAL HP-1: The City shall continue to preserve its existing historic buildings, historic sites, and historic and preservation districts.

Objective HP-1.1: The City shall continue to enforce its existing historic preservation ordinances.

Policy HP-1.1.1: The City shall, through its historic preservation ordinances, continue to provide zoning categories that support the purpose and character of each historic and preservation district and identify appropriate permitted and conditional uses in those districts.

Policy HP-1.1.2: The City shall, through its historic preservation ordinances, continue to provide procedures for review and for the continuation of the Architectural Review Board as the principal review authority.

Policy HP-1.1.3: The City shall, through its historic preservation ordinances, continue to reference the "The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" as a guiding document for historic preservation efforts.

Policy HP-1.1.4: The City shall, through its historic preservation ordinances, continue to provide standards and guidelines for restoration, rehabilitation, alterations, and additions, to existing contributing structures within its historic and preservation districts.

Policy HP-1.1.5: The City shall, through its historic preservation ordinances, continue to provide standards and guidelines for restoration, rehabilitation, alterations, and additions, to existing non-contributing and modern in-fill structures within its historic and preservation districts.

Policy HP-1.1.6: The City shall, through its historic preservation ordinances, continue to provide standards and guidelines for the construction of new structures within its historic and preservation districts.

Policy HP-1.1.7: The City shall, through its historic preservation ordinances, continue to provide standards and guidelines for demolition and relocation of all structures in the historic and preservation districts.

Objective HP-1.2: The City shall maintain an Architectural Review Board which shall have the purpose of preserving and protecting historic or architecturally-significant buildings and historic and preservation districts.

Historic Preservation

Policy HP-1.2.1: The Architectural Review Board shall review all development activities in the historic and preservation districts and apply the historic preservation ordinances adopted by the City of Pensacola.

Policy HP-1.2.2: The Architectural Review Board shall refer to "The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" in making its decisions pertaining to contributing historic structures.

Policy HP-1.2.3: The Architectural Review Board shall consider the distinct historical context, development pattern, neighborhood integrity and architectural character of each historic and preservation district in making its decisions.

Policy HP-1.2.4: The Architectural Review Board shall have the authority to grant variances to the Land Development Code when it determines that the granting of said variances are consistent with historic character of a structure or its corresponding historic or preservation district.

Objective HP-1.3: The City shall maintain the historic character and aesthetics of its historic and preservation districts.

Policy HP-1.3.1: The City shall maintain the historic street patterns and street names in each historic and preservation district.

Policy HP-1.3.2: The City shall continue to provide and maintain street lights and similar municipal appurtenances in the public rights-of-way to create aesthetically pleasing streetscapes.

Policy HP-1.3.2: The City shall continue to provide and maintain landscaping, street lights, and similar municipal appurtenances in the public rights-of-way to provide an aesthetically pleasing streetscape.

Policy HP-1.3.3: The City shall require all traffic control signs, traffic signals, transformers, switching gear and related accessory equipment to be installed in the public right-of-way in the historic and preservation districts are approved by the Architectural Review Board.

Policy HP-1.3.4: The City shall encourage all utility providers to place their utilities underground in historic and preservation districts to protect the aesthetic character of the districts.

Policy HP-1.3.5: The City shall formulate regulations pertaining to Architectural Review Board approval of all new electrical, telephone and cable wires and related equipment, such as (but not limited to) utility cabinets, transmission poles and transformers, to be installed in the historic and preservation district.

Objective HP-1.4: The City shall strengthen existing ordinances, as necessary, in order to preserve the integrity of historic buildings, historic sites, and historic and preservation districts.

Policy HP-1.4.1: The City shall review its historic preservation ordinances and identify its strengths and weaknesses.

Policy HP-1.4.2: The City shall strengthen existing ordinances, as necessary, in order to enhance the preservation of the integrity of historic buildings and historic and preservation districts.

Policy HP-1.4.3: The City shall create a separate chapter in its Land Development Code which contains all new and revised regulations and guidelines pertaining to historic buildings, historic sites, and historic and preservation districts.

# GOAL HP-2: The City shall continue to identify buildings, sites and neighborhoods with historic significance and deserving of preservation.

Objective HP-2.1: The City shall continue to identify and encourage the preservation, continued use or adaptive reuse of buildings that are eligible for designation as historic buildings.

Policy HP-2.1.1: The City shall provide guidance to citizens seeking to have historic structures placed on the Florida Master Site File.

Policy HP-2.1.2: The City shall provide guidance to citizens seeking to have historic structures placed on the National Register of Historic Places.

Objective HP-2.2: The City shall continue to identify established neighborhoods that may deserve designation as a historic or preservation district, subject to the approval of its residents.

Goal HP-2.2.1: The City shall identify existing neighborhoods for designation as a locally-designated historic or preservation district.

Goal HP-2.2.2: The City shall establish adequate standards and guidelines for these districts in its historic preservation ordinances to maintain its historic character and aesthetic quality.

Goal HP-2.2.3: The City shall provide guidance in the nomination of qualified historic and preservation districts to the National Register of Historic Places.

GOAL HP-3: In conjunction with the University of West Florida, West Florida Historic Preservation, Inc., and other community organizations, the City shall continue to support activities relating to historic preservation.

Policy HP-3.1: The City shall support the historic preservation roles of the University of West Florida, West Florida Historic Preservation, Inc., community organizations, neighborhood associations and individuals.

Goal HP-3.1.1: The City shall encourage and support historic building surveys of its neighborhoods and the listing of historic buildings on the Florida Master Site File.

Goal HP-3.1.2: The City shall encourage and support the nomination of historic buildings and sites to the National Register of Historic Places.

Goal HP-3.1.3: The City shall assist the Pensacola Bay Area Convention and Visitors Bureau and other organizations in providing local heritage tourism programs.

Goal HP-3.1.4: The City shall encourage and support activities that involve walking, bicycling and driving through historic and preservation districts.

Goal HP-3.1.5: The City shall encourage community and cultural events to take place in the historic and preservation districts, with the cooperation of their residents, to enhance awareness and appreciation of the heritage and resources of these districts.

Goal HP-3.1.6: The City shall have "The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" and similar technical publications available for review by those interested in the preservation of historic structures.

Policy HP-3.2: The City of Pensacola shall maintain an archaeological review procedure for all proposed construction on City-owned property.

Goal HP-3.2.1: The City shall maintain an archaeological review procedure that provides for an initial determination and review of project impact for projects on City-owned property.

Goal HP-3.2.2: The archaeological review procedure shall be conducted by a professional archaeologist meeting the standards of the Society of Professional Archaeology and having substantial experience in the archaeology and history of Pensacola.

Goal HP-3.2.3: The City shall prepare a memorandum of agreement specifying actions to be taken to avoid or mitigate any adverse effects of construction on any archaeological resources found during the process.

Historic Preservation

# **CHAPTER 11**

# PUBLIC SCHOOL FACILITIES ELEMENT

# **GOAL PSFE-1:** Coordinate and maintain high quality education facilities

Coordinate with the School Board of City of Pensacola (herein "School Board") to ensure high quality public school facilities that are consistent with the Comprehensive Plan and serve to enhance communities.

Objective PSFE-1.1: Schools as community focal points

Enhance communities and encourage school facilities to serve as community focal points through effective school facility design and siting standards. The location will be coordinated with the future land use map.

Policy PSFE-1.1.1: School location

New schools shall be located proximate to the student population they are intended to serve. New elementary schools shall be located within walking distance of the residential neighborhoods to be served.

Policy PSFE-1.1.2: Shared-use and co-location of school sites

Coordinate with the School Board to continue to permit the shared-use and colocation of school sites and City facilities with similar facility needs as described in the Interlocal Agreement for Public School Facility Planning dated August 7<sup>th</sup>, 2006 (herein "Interlocal Agreement"). The City will identify opportunities for collocation and shared use facilities when preparing updates to the Schedule of Capital Improvements and when planning and designing new community facilities.

Policy PSFE-1.1.3: Emergency shelters

City of Pensacola will continue to coordinate with the School Board on emergency preparedness issues, including the use of public schools as emergency shelters as required by Section 163.3177(12)(g)(8), Florida Statutes. The School Board will continue to fulfill the building code requirements of Section 1012.372, Florida Statutes, such that as appropriate new educational facilities will serve as public shelters for emergency management purposes.

Policy PSFE-1.1.4: School design

The School Board will design and ensure performance standards for new school facilities according to the "Design Guidelines and Technical Specifications 2006"

Florida Department of Education State Requirements for Educational Facilities (SREF).

Policy PSFE-1.1.5: Community vitality

The City of Pensacola will continue to recognize the interconnected importance of quality neighborhood school retention with community economic development, neighborhood stability, diversity and sustainability efforts. Therefore, in partnership with other agencies, the City will encourage the maintenance and improvement of urban schools to preserve and enhance neighborhood quality and vitality.

Policy PSFE-1.1.6: Attracting new residents

The City of Pensacola will support the vitality of urban schools by encouraging new residents to locate in underutilized school districts. Where appropriate, existing homeownership and rehabilitation incentives may be utilized to attract families to such school districts and encourage the private sector to maintain a housing production capacity sufficient to meet the needs of families between moderate and upper level incomes.

Objective PSFE-1.2: Future land use and school siting

Consistent with Section 163.3177, Florida Statutes, the City will include sufficient allowable land use designations for schools proximate to residential development to meet the projected need for schools.

Policy PSFE-1.2.1: Future Land Use categories.

Consistent with the City's Future Land Use Element, public schools shall be an allowable use in all land use categories, except for Conservation. The Land Development Code may include siting standards for schools, consistent with the Comprehensive Plan. The City will consider the provisions of Section 1013.33(13), Florida Statutes (2007).

Policy PSFE-1.2.2: Flood zones and coastal high hazard area

Consistent with the City's Future Land Use Element, future schools shall not be allowed within the coastal high hazard area as delineated by the City.

Objective PSFE-1.3: School facility siting and consistency with the Comprehensive Plan

The City shall ensure that the planning, construction, and opening of educational facilities are coordinated in time and place, concurrent with necessary services and infrastructure, and consistent with the Comprehensive Plan.

Policy PSFE-1.3.1: Consistency with Comprehensive Plan

The City will coordinate with the School Board by giving an informal assessment regarding the consistency of potential new school sites, and significant expansions or potential closures of existing schools with the Comprehensive Plan, as described in the Interlocal Agreement. The informal assessment reviews, as applicable, the following: environmental suitability, transportation and pedestrian access, availability of infrastructure services, safety concerns, land use compatibility, consistency with community vision, and other relevant issues.

# Policy PSFE-1.3.2: Review of school sites

The City shall review potential new school sites, and significant expansions or potential closures of existing schools for consistency with the following criteria:

- a. That school sites are compatible with present and projected uses of adjacent property.
- b. The locations of proposed new elementary schools are proximate to and within walking distance of the residential neighborhoods served.
- c. The locations of proposed new high schools are on the periphery of residential neighborhoods, with access to major roads.
- d. Existing or planned adequate public facilities are available to support the school.
- e. Safe access to and from the school site is available for by pedestrians and vehicles.
- f. The site is well drained and the soils are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements.
- g. The proposed school location is not within a velocity flood zone or floodway, as delineated in the applicable comprehensive plan.
- h. The site is not in conflict with City stormwater management plans or watershed management plans;
- i. The proposed site can accommodate required parking, circulation, and queuing of vehicles.
- j. The proposed location lies outside the area regulated by Section 333.03, F.S., regarding the construction of public educational facilities in the vicinity of an airport.

The City shall also consider the following in its review:

- a. Site acquisition and development costs;
- b. Whether existing schools can be expanded or renovated to support community redevelopment and revitalization;
- c. Efficient use of existing infrastructure;
- d. Discouragement of urban sprawl;
- e. Environmental constraints that would either preclude or render cost infeasible the development or significant renovation of a public school on a site; and
- f. Adverse impacts to archaeological or historic sites.

Objective PSFE-1.4: Pedestrian access to schools

The City shall work with the School Board to improve safe student access to school facilities, and to reduce hazardous walking conditions consistent with the Florida Safe Ways to School Program.

Policy PSFE-1.4.1: Bicycle and pedestrian access

All public schools shall provide bicycle and pedestrian access consistent with Florida Statutes. Parking at public schools will be provided consistent with the City's Land Development Code (LDC) requirements.

Policy PSFE-1.4.2: Sidewalk Master Plan

The City will continue to review the Sidewalk Master Plan to comprehensively address bicycle and pedestrian needs. The plan will continue to focus on bicycle and pedestrian needs relating to school facilities.

Policy PSFE-1.4.3: Sidewalk/pedestrian improvements

In order to ensure continuous pedestrian access to public schools, priority for City sidewalk/pedestrian improvements will be given to cases of hazardous walking conditions pursuant to Section 1006.23, Florida Statutes, and specific provisions for constructing such facilities will be included in the schedule of capital improvements adopted each fiscal year.

Policy PSFE-1.4.4: New development adjacent to school property

New developments adjacent to existing or planned school sites shall be required to provide a right-of-way and a direct access path for pedestrian travel.

Policy PSFE-1.4.5: Sidewalk requirements for development near schools

New residential developments and redevelopment shall be required to provide sidewalks (complete, unobstructed, continuous with a minimum width of 5 feet) along collector, arterial, and local roads designed to move traffic through subdivisions. Sidewalks shall be required pursuant to the City's Community Design Standards.

Policy PSFE-1.4.6: Coordination with FL-AL TPO

Continue to coordinate with the FL-AL TPO to ensure funding for safe access to schools including participation in the Bicycle Pedestrian Advisory Committee and the Community Traffic Safety Team.

Objective PSFE-1.5: Coordinate Future Land Use Map amendments and DRIs to maintain school capacity

It is the objective of the City to coordinate petitions for future land use changes and developments of regional impact to maintain adequate school capacity to meet future growth needs. This goal will be accomplished recognizing the School Board's statutory and constitutional responsibility to provide a uniform system of free and adequate public schools, and the City's authority for land use, including the authority to approve or deny petitions for comprehensive plan amendments, re-zonings or final plat and site plans that generate students and impact the City of Pensacola school system.

Policy PSFE-1.5.1: School Board review and input

As per section 7.6 of the Interlocal Agreement the City shall take the School Board comments and findings on the availability of adequate school capacity into consideration when reviewing comprehensive plan amendments and other land use decisions.

Policy PSFE-1.5.2: Determining impact of Future Land Use changes and DRIs

The School Board shall use the adopted student generation rates to estimate the potential impact of a proposed future land use change or DRI on available school capacity. When such analysis projects a potential deficiency, the School Board shall include in its comments how it will propose to meet the projected demand. The City will take these comments into consideration per Policy PSFE-1.5.1 prior to approving or denying any future land use change or DRI.

# **GOAL PSFE-2: Implement school concurrency**

The School Board will coordinate with the City to assure the future availability of public school facilities to serve new development will be consistent with the adopted level of service standards. This goal will be accomplished recognizing the School Board's statutory and constitutional responsibility to provide a uniform system of free and adequate public schools, and the City's authority for land use, including the authority to approve or deny comprehensive plan amendments, re-zonings or other development orders that generate students and impact the City's school system.

Objective PSFE-2.1: Level of Service standards

The City will coordinate with the School Board to ensure that the capacity of schools is sufficient to support residential development at the adopted level of service (LOS) standards within the period covered by the 5-year schedule of capital improvements, and the long range planning period. The adopted LOS standards shall be achieved by the conclusion of the first 5-year schedule of capital improvements and the LOS standards shall be maintained each subsequent year. These standards shall be consistent with the Interlocal Agreement agreed upon by the School Board, the City, and the local municipalities.

Policy PSFE-2.1.1: Consistency

The LOS standards set forth herein shall be applied consistently by all local governments within City of Pensacola and by the School Board to all schools of the same type.

Policy PSFE-2.1.2: Level of Service standards

Consistent with the Interlocal Agreement, the City and School Board agree to the following level of service standards for school concurrency in City of Pensacola, based on Florida Inventory of School Houses (FISH) permanent capacity, maximum school size by type, core facility capacity. In calculating achievement of LOS relocatables are not considered permanent capacity and school enrollment shall be based on the annual enrollment of each school based on actual counts reported to the Department of Education in October of each year.

TYPE OF SCHOOL	LEVEL OF SERVICE
Existing	100% of FISH permanent capacity
New or Expansion to Elementary (K-5)	100% of FISH permanent capacity and
	school size shall not exceed FISH
	permanent capacity of 800.
New or Expansion to Middle (6-8)	100% of FISH permanent capacity and
	school size shall not exceed FISH
	permanent capacity of 1200.
New or Expansion to High (9-12)	100% of FISH permanent capacity and

	school size shall not exceed FISH						
	permanent capacity of 2000.						
New or Expansion to Combination (K-8)	100% of FISH permanent capacity and						
New of Expansion to Comoniation (K-6)	school size shall not exceed FISH						
	permanent capacity of 2000.						
Centers							
Centers	100% of FISH permanent capacity or the level of service based on the						
	student/teacher ratios dictated by specific						
	programs, whichever is lowest.						
LEVEL-OF SERVICE STANDARD FO	R CORE FACILITIES (K-5, 6-8, K-8)						
Dining/Kitchen	100% of permanent Total Capacity*						
* Total Capacity for Dining/Kitchen facility shall be base	d on a standard of three (3) feeding periods per day						
based on the design capacity of the core facilities.							
LEVEL-OF SERVICE STANDARD FO	R CORE FACILITIES (9-12)						
Dining/Kitchen	100% of permanent Total Capacity*						
* Total Capacity for Dining/Kitchen facility shall be base	d on a standard of four (4) feeding periods per day based						
on the design capacity of the core facilities.							

Policy PSFE-2.1.3: Amending Level of Service standards

Potential amendments to the LOS standards shall be considered at least annually at the staff working group meeting referenced in subsection 1.1 of the Interlocal Agreement. If there is consensus to amend any level of service, it shall be accomplished by the execution of an amendment to the Interlocal Agreement by all parties and the adoption of amendments to the City, City and Town's comprehensive plans. The amended LOS shall not be effective until all plan amendments are effective, and the amended Interlocal Agreement is fully executed.

Policy PSFE-2.1.4: Financial feasibility of LOS

No LOS standard shall be amended without a showing that the amended LOS standard is financially feasible, supported by adequate data and analysis, and can be achieved and maintained through the five-year schedule for capital improvements.

Objective PSFE-2.2: School Concurrency Service Areas

The City shall establish School Concurrency Service Areas, as the areas within which an evaluation is made to determine if adequate school capacity is available based on the adopted level of service standards.

Policy PSFE-2.2:1: Concurrency Service areas

The Concurrency Service Areas for the City as agreed in the Interlocal Agreement, shall be coterminous with the attendance zone for each individual school. For special purpose centers, charter schools, and magnet schools the concurrency service area shall be district-wide.

Policy PSFE-2.2:2: Maximize capacity utilization

Concurrency service areas shall maximize capacity utilization, taking into account transportation costs, limiting maximum student travel times, achieving socioeconomic, racial and cultural diversity objectives, and other relevant factors as related to determined by the School Board's policy on maximization of capacity.

Policy PSFE-2.2:3: Amending concurrency service areas

Potential amendments to the concurrency service areas shall be considered annually at the staff working group meeting referenced in Subsection 1.1 of the Interlocal Agreement. If there is consensus to amend the concurrency service areas to establish boundaries other than those that are conterminous with the school attendance zones, it shall be accomplished by a written execution of an amendment to the Interlocal Agreement by all parties and by the amendment to the City, City and Town's comprehensive plan. The amended concurrency service area shall not be effective until the amended Interlocal Agreement is fully executed and comprehensive plan amendments are in effect. Amendments to the concurrency service areas that keep the CSAs borders coterminous with the school attendance zones, shall be agreed upon by all parties and shall not require comprehensive plan amendments.

Objective PSFE-2.3: Student generation rates

The School Board will work with the City, City of Pensacola, and Town of Century to establish student generation rates that will be used to determine the impact of development on public school facilities.

Policy PSFE-2.3:1: Student generation rates

Consistent with the Interlocal Agreement, the School Board staff, working with the City staff and municipal staffs, will develop and apply student generation multipliers for residential developments by dwelling unit type (single family or multi-family) for each school type (elementary, middle, K-8, high, or center), considering past trends in student enrollment in order to project future public school enrollment.

Policy PSFE-2.3:2: Calculating student generation rates

The student generation rates shall be calculated by the School Board City, City of Pensacola, and Town of Century in accordance with professionally accepted methodologies, shall be reviewed and updated at least every two years.

Objective PSFE-2.4: Process for school concurrency implementation

In coordination with the School Board, the City will establish a joint process for implementation of school concurrency that includes applicability, capacity determination, and availability standards. The City shall manage the timing of residential subdivision and site plan approvals to ensure adequate school capacity is available consistent with adopted level of service standards for public school concurrency.

Policy PSFE-2.4.1: Applicability standards

School concurrency applies to residential development or a phase of residential development requiring an approval of subdivision plat, site plan, or its functional equivalent.

Policy PSFE-2.4.2: Exempted development

The following residential development shall be considered exempt from the school concurrency requirements:

1. Single family lots of record that have received final subdivision plat approval prior to the effective date of the PSFE, or single family subdivision plats actively being reviewed at the time of adoption of the PSFE that have received preliminary plat approval.

2. Residential developments that have received final site plan approval prior to the effective date of the PSFE, or residential site plans actively being reviewed at the time of adoption of the PSFE.

3. Amendments to residential site plans or subdivisions, which were previously approved prior to the effective date of the PSFE, and which do not increase the number of students generated by the development based on the adopted student generation rates.

4. Age restricted developments that are subject to deed restrictions prohibiting the permanent occupancy of a resident under the age of fifty five (55). Such deed restrictions must be recorded and must be irrevocable for a period of at least thirty (30) years.

5. Group quarters that do not generate students, including facilities such as local jails, prisons, hospitals, bed and breakfast, motels and hotels, temporary emergency shelters for the homeless, adult halfway houses,

firehouse dorms, college dorms exclusive of married student housing, and religious non-youth facilities.

Policy PSFE-2.4.3: Capacity determination standards

The City shall adopt LDC provisions to establish the application procedure and process for evaluating school capacity and making concurrency determinations consistent with the Interlocal Agreement. The School Board shall be responsible for conducting concurrency reviews. The City may choose to provide an informal assessment of school concurrency at the time of preliminary plat, but the test of concurrency shall be at final plat, site plan, or functional equivalent approval.

# Policy PSFE-2.4.4: School board findings

The School Board's findings and recommendations shall address whether adequate capacity exists for each affected concurrency service area, based on the level of service standards. If adequate capacity does not exist, the School Board findings shall address whether appropriate mitigation can be accepted. If mitigation can be accepted, the School Board's findings shall identify the accepted form of mitigation that is consistent with the policies set forth herein.

# Policy PSFE-2.4.5: Allocated capacity in CIP

In evaluating a subdivision plat or site plan for concurrency, any relevant programmed capacity improvements in years 1, 2, or 3 of the 5-year schedule of capital improvements shall be considered available capacity for a proposed project and factored into the concurrency analysis. Any relevant programmed improvements in years 4 or 5 of the 5-year schedule of improvements shall not be considered available capacity for a proposed project unless funding for the improvement is assured through School Board agreement to accelerate the proposed project, or through proportionate fair share mitigation, or some other means of assuring adequate capacity will be available within 3 years. The School Board may choose to use relocatable classrooms to provide temporary capacity while funded schools or school expansions are being constructed.

Policy PSFE-2.4.6: Determination of insufficient capacity

In the event that the School Board finds that there is not sufficient capacity in the affected concurrency service area(s) to address the impacts of a proposed development, the following standards shall apply:

• The project must provide capacity enhancement sufficient to meet its impacts through proportionate share mitigation; or

- Approval of the site plan or final plat (or functional equivalent) must be delayed to a date when the capacity enhancement necessary to maintain level of service can be assured; or
- A condition of approval of the site plan or final plat (or functional equivalent) shall be that the project's development order and/or building permits shall be delayed to a date when the capacity enhancement necessary to maintain level of service can be assured.

Policy PSFE-2.4.7: Availability standard

Where capacity will not be available to serve students generated by a residential development the City shall use the lack of school capacity as a basis for denial of petitions for final pats, site plans or functional equivalents. However, the City shall not deny a petition for a final plat, site plan, or functional equivalent due to a failure to achieve and maintain the adopted level of service for public school capacity where:

Adequate school facilities will be in place or under actual construction within three years after the issuance of the final plat or site plan or functional equivalent;

Adequate school facilities are available in an adjacent concurrency service area and the impacts of development can be shifted to that area; or,

The developer executes a legally binding commitment with the School Board to provide mitigation proportionate to the demand for public school facilities to be created by the actual development of the property subject to the final plat or site plan (or functional equivalent) as provided in the Interlocal Agreement.

Objective PSFE-2.5: Proportionate share mitigation

The City shall coordinate with the School Board to provide proportionate share mitigation alternatives that are financially feasible and will achieve and maintain the adopted level of service standard consistent with the School Board's adopted financially feasible 5-Year Facilities Work Program.

Policy PSFE-2.5:1: Acceptable mitigation

The School Board may allow mitigation for developments that would otherwise cause the LOS standards to be exceeded. Mitigation options shall include the following:

Contribution of, or payment for, acquisition of new or expanded school sites;

Construction or expansion of permanent school facilities;

Mitigation banking, the creation of mitigation banking based on the construction of a public school facility in exchange for the right to sell excess capacity credits within the same concurrency service area; and

Charter schools, provided they are constructed to State Requirements for Educational Facilities (SREF) standards, so that it can be relied on the over the longer term as public school capacity, designed to whatever minimum size and specifications established by the School Board to ensure that if the School Board is required, it can efficiently operate the school.

# Policy PSFE-2.5:2: CIP and proposed mitigation

Proposed mitigation must be directed toward a permanent capacity improvement identified in the School Board's financially feasible 5-Year Work Plan. However, the School Board may accept mitigation in the form of an improvement not identified on the 5-year Work Plan and commit to add the needed improvement to the 5-year Work Plan. The School Board must find that any proposed mitigation will satisfy the demands created by the proposed development consistent with the adopted level of service standards, and the mitigation shall be assured by a legally binding development agreement between the School Board, the City, and the applicant executed prior to the issuance of the final plat, site plan or functional equivalent.

Policy PSFE-2.5:3: Shifting impacts

Mitigation shall not be required when the adopted level of service cannot be met in a specific concurrency service area if the needed capacity for the development is available in one or more contiguous concurrency service areas and the impacts of the development can be shifted to a contiguous concurrency service area. Where more than one concurrency service area is available to accommodate student impacts, the School Board shall evaluate how the impacts of a development shall be shifted. Measures to maximize capacity, including modifications to concurrency service areas in lieu of shifting development impacts, can be considered.

Policy PSFE-2.5:4: Relocatable Classrooms

Relocatable classrooms will not be accepted as mitigation.

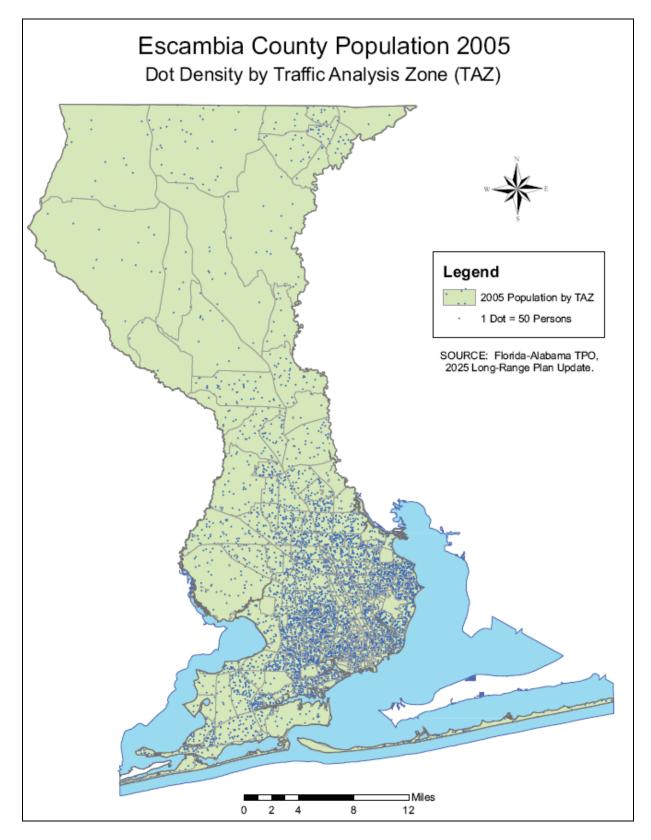
Policy PSFE-2.5:5: Calculation proportionate share mitigation

The applicant's total proportionate-share mitigation obligation to resolve a capacity deficiency shall be based on the following formula, for each school level: multiply the number of new student stations required to serve the new development by the average cost per student station and, if needed, add the additional cost of a core facility to accommodate the additional student stations.

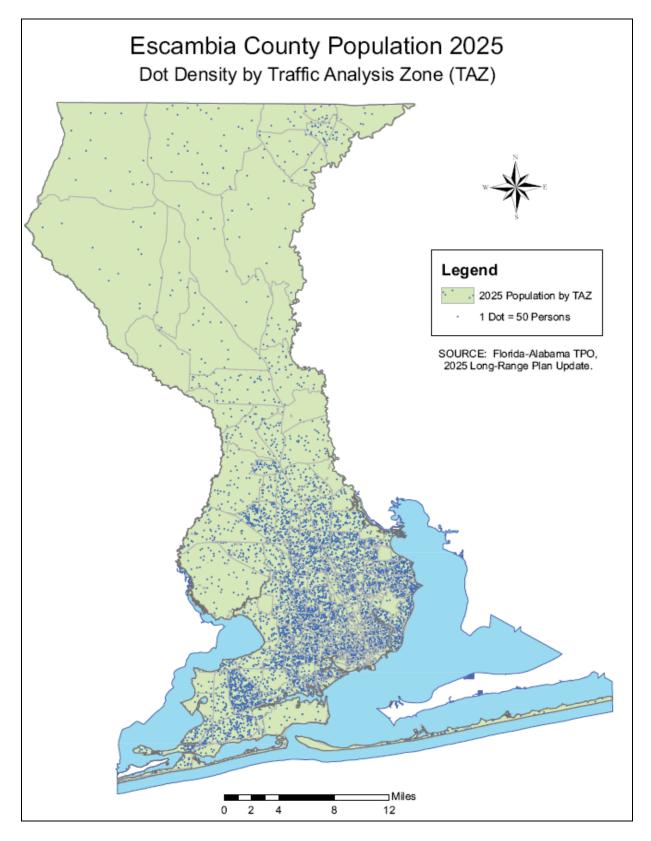
The average cost per student station shall include school facility development costs and land costs. The applicant's proportionate-share mitigation obligation will be credited toward any other impact fee or exaction imposed by local ordinance for the same need, on a dollar-for-dollar basis, at fair market value.

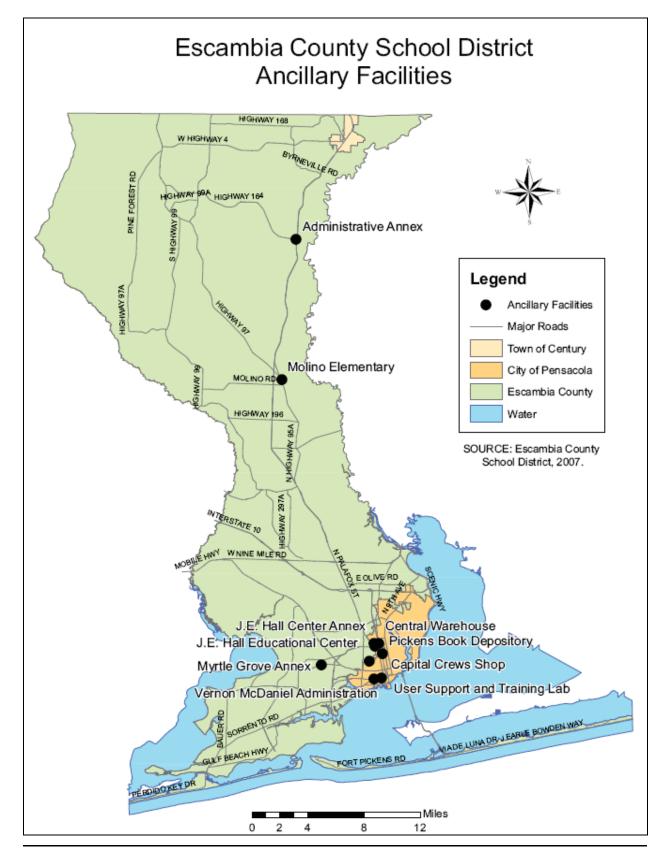
School Facility Maps

Consistent with Section 123.3177(12)(g), Florida Statutes, the Public School Facilities Element shall include future conditions maps showing existing and anticipated schools over the five-year and long-term planning periods. The maps of necessity may be general over the long-term planning period and do not prescribe a land use on a particular parcel of land.

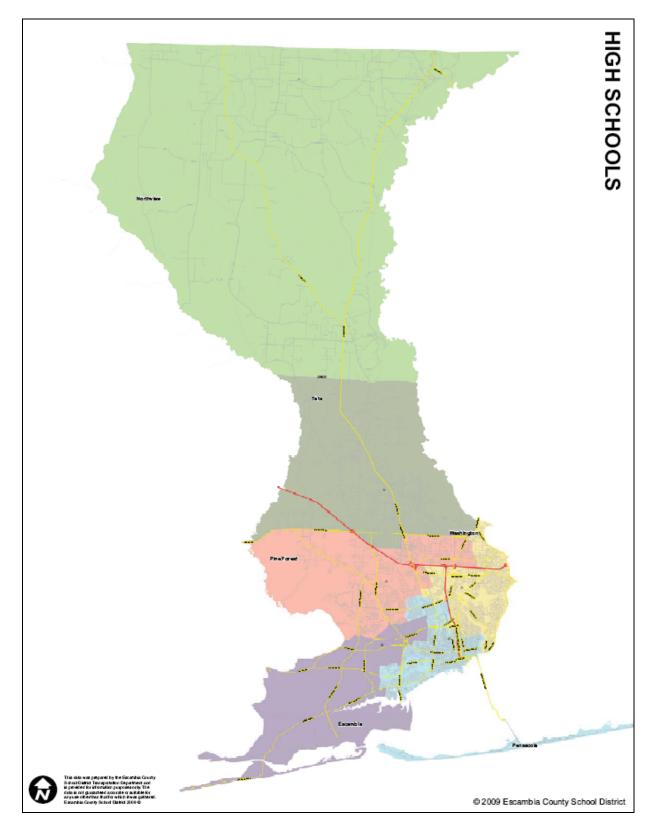


Escambia County Population 2025

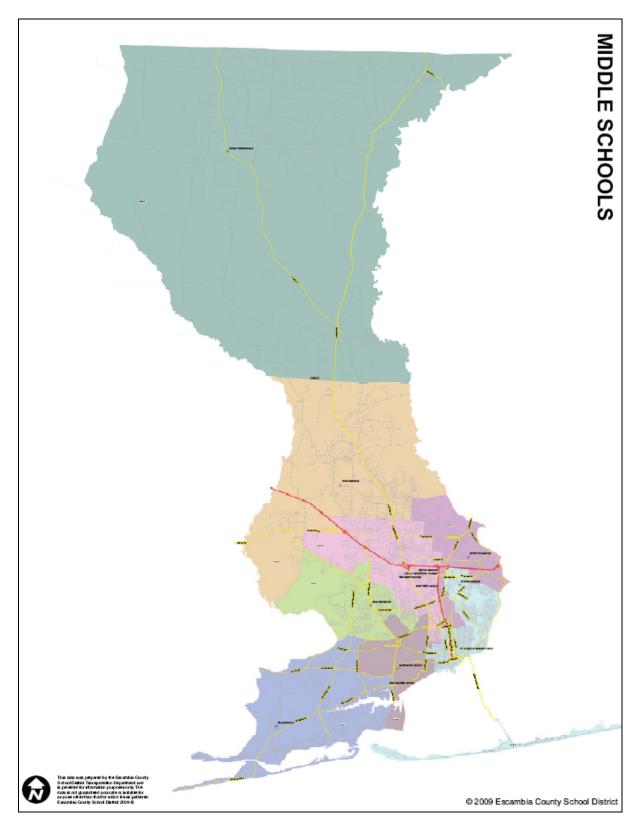




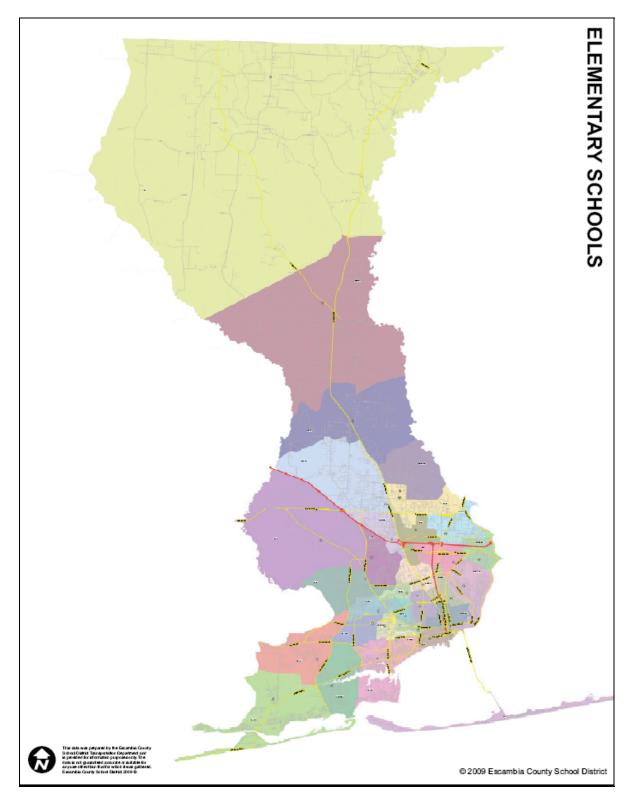
Escambia County School District Ancillary Facilities



Escambia County High School Attendance Zones

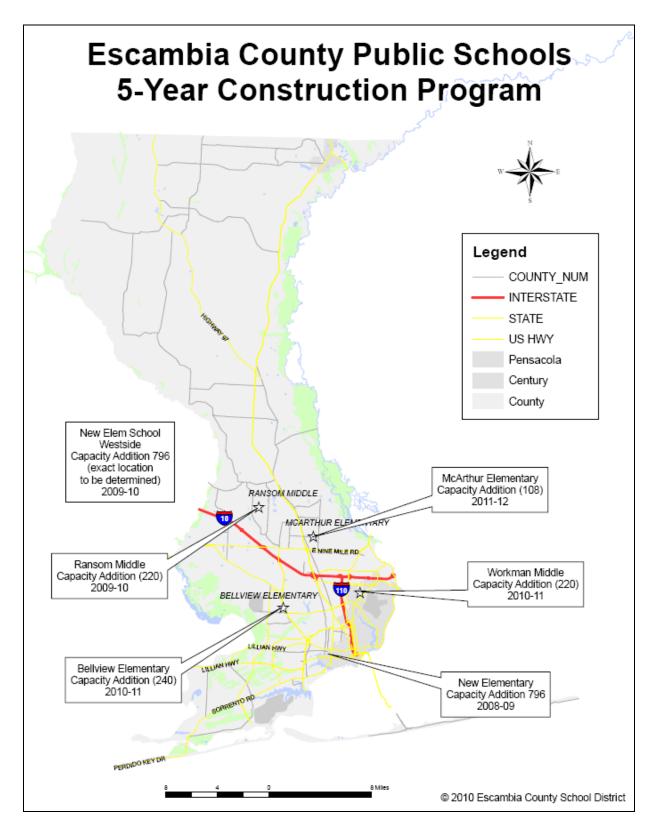


Escambia County Middle School Attendance Zones

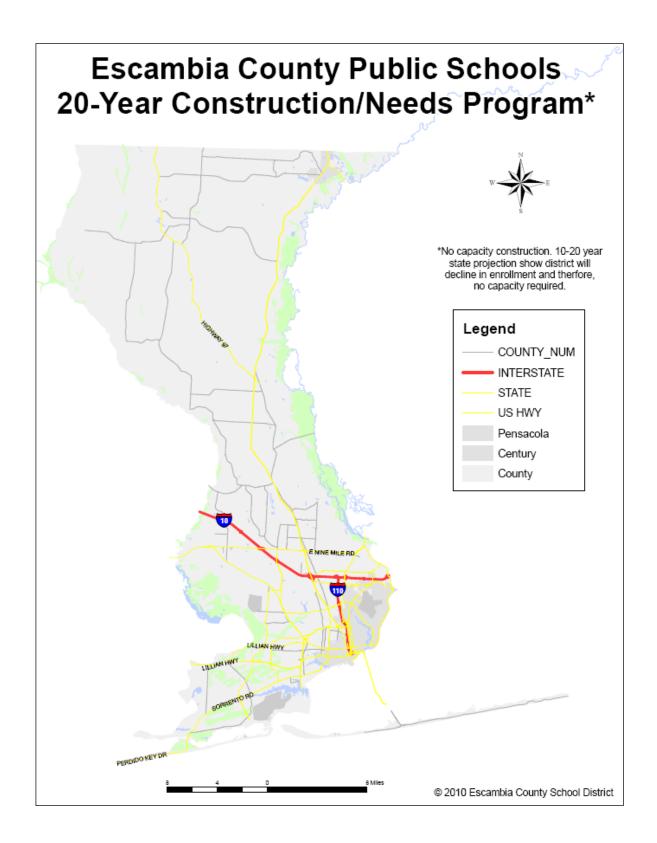


Escambia County Elementary School Attendance Zones

Escambia County Public Schools 5-Year Construction Program



Escambia County Public Schools 20-Year Construction/Needs Program





#### PLANNING SERVICES

### MINUTES OF THE PLANNING BOARD April 9, 2019

MEMBERS PRESENT: Chairman Paul Ritz, Nathan Monk, Kurt Larson, Danny Grundhoefer, Ryan Wiggins

MEMBERS ABSENT: Nina Campbell, Laurie Murphy

STAFF PRESENT: Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner, Sherry Morris, Planning Services Administrator, Gregg Harding, Historic Preservation Planner, Don Kraher, Council Executive, Laurie Byrne, Constituent Services, Derrik Owens, Public Works Director, Brian Cooper, Parks and Recreation Director, Marcie Whitaker, Housing Administrator, Dan Flynn, Airport Director

OTHERS PRESENT: John Hutchinson, Bob Greene, Ron Martin, Rob Pettitt, Lindsey McIntosh

#### AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from March 12, 2019.
- New Business:
  - 1. Conditional Use Permit Approval for 110 W. Strong Street
  - 2. Evaluation and Appraisal Review (EAR) Based Comprehensive Plan Amendments
- 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.

#### Approval of Meeting Minutes

Ms. Wiggins made a motion to approve the March 12, 2019 minutes, seconded by Mr. Larson, and it carried unanimously.

### New Business

### Conditional Use Permit Approval for 110 W. Strong Street

J. Nixon Daniel, III, on behalf of Martha's Vineyard, has requested a Conditional Use Permit for a Board and Lodging House for the property located at 110 W. Strong Street. The applicant indicates the purpose of the conditional use request is to provide charitable housing to families whose friends and loved ones are in the local hospitals. This property is currently zoned PR-2, North Hill Preservation Multi-Family, which permits the land use of Bed and Breakfast by right but grants the land use of Boarding and Lodging House as a Conditional Use Permit.

EVERYTHING THAT'S GREAT ABOUT FLORIDA IS BETTER IN PENSACOLA. 222 West Main Street Pensacola, FL 32502 / **T:** 850.435.1670 / **F:** 850.595.1143/www.cityofpensacola.com The applicant is proposing to modify the existing structures to increase the number of units and will no longer qualify as a Bed and Breakfast.

Chairman Ritz stated he had researched the background of Martha's Vineyard and noticed there was a Euclid address also owned by Martha's Vineyard. He became more and more confident in the mission purpose, and personally, it hit close to home with his own family. He felt it had a benefit to the community and advised he would support his kind of approach. Mr. Larson asked what would happen if the property was no longer owned by Martha's Vineyard, and Ms. Deese explained the Conditional Use Permit runs with the land, however, they would have to adhere to the standards provided within the approvals. She stated the idea of a Conditional Use Permit was that it might be a good use within the district with conditions attached to it, and this Board and Council could add to those conditions.

Mr. Hutchinson further explained that Martha's Vineyard provided free accommodations and meals to out-of-town families who were here in town because of a medical crisis, and they currently operate in Pine Glades neighborhood. Marti and Dennis Tackett opened up their home for this purpose after observing the need. He clarified the guests were referred by hospital staff, and they did not take walk-ins. He said they averaged around 100 guests per year, and 40 percent of the guests come by plane, so there are no automobiles so parking would not be an issue. He also advised the visual aspect from the street would not be changed.

Ms. Wiggins was impressed by their board members and their mission and thanked Mr. Hutchinson for providing the service. Mr. Monk asked for the difference with the Ronald McDonald House, and Mr. Hutchinson explained this organization accepted all families, not just those with children. He also indicated their doors were open to gay couples, any religion and any lifestyle; he explained the only counseling performed was upon request. Mr. Grundhoefer recused himself from voting because of his firm's relationship with the ministry. Mr. Larson asked that if Martha's Vineyard ever sold the property to someone who would turn it into a bed and breakfast, this use would be addressed again by the Planning Board. Ms. Deese explained one of the differences in a bed and breakfast and a boarding and lodging house was that the owner was required to stay onsite, and the Board might want to add that language if they felt more comfortable; Mr. Larson accepted that suggestion. Mr. Monk did not want to do something which prohibited the ministry from expanding.

Mr. Robertson, the present owner, stated they had managed Noble Manor for 14 years. They had been concerned that in North Hill you could only have four rooms, and you must also live onsite. He confirmed they were not an Air BNB and had no previous issues with neighbors. He stressed this request was a good fit for the community.

Mr. Larson made a motion to approve with a condition that if Martha's Vineyard ever sold the property, this would be addressed again by the Planning Board. The motion was seconded by Mr. Monk. Ms. McIntosh, who lives next door, agreed with the mission, but had concerns with selling her property and the fact that her husband was a physician and wanted to stay under the radar. She also was concerned with runoff from the concrete since her property is downhill from the site. She pointed out a massive add-on and a concrete yard, and if the owners waited, they could possibly find the right buyer for the home. She suggested property on Cervantes for the more industrial buyer suited the needs for a home like this.

Chairman Ritz explained that on the runoff issue, the neighbors would have recourse since the City would not allow them to dump their stormwater onto other properties. As far as price drops, this Board could not tell the homeowner what to sell the property at. However, the Board does take into consideration the neighbors, the property owners themselves, and the ideas of where the City should move forward. Regardless of the Board vote, this item would go before the Council, and concerns could be addressed at that time. Mr. Monk pointed out he had been working with people for the past 15 years helping them to move out from homelessness, and explained anyone who interacts with the public is not guaranteed anonymity unless they are living in a gated community.

He indicated the Waterfront used their Victorian homes as rehab facilities, and when it came time to sell, they sold very quickly at a good price, and did not believe this project would do any damage to the aesthetics of the neighborhood. **The motion then carried unanimously.** 

#### Evaluation and Appraisal Review (EAR) Based - Comprehensive Plan Amendments

As provided in Florida Statute 163, all local governments within the state of Florida are required to participate in a state coordinated review for an Evaluation and Appraisal Report Based Comprehensive Plan Update. The proposed amendments within this update reflect changes in state requirements and local conditions.

Chairman Ritz had noted the changes in the name of the airport, Master Plan dates and did not find anything offensive or egregious to the betterment of the City. Ms. Deese confirmed that with the Board's approval, the amendment would proceed to Council, the State and then back to Council. Mr. Monk also did not see anything out of the ordinary. Mr. Grundhoefer asked where the document originated, and Ms. Deese advised it came from Planning Services as a requirement of the State for every five to seven years; the amendment was due to the State by November 2019. She also indicated that the document would be reviewed by the Department of Economic Opportunity, but it was not a means to measure success or to be reprimanded for not reaching goals.

Ms. Whitaker addressed housing assessments being performed somewhat annually, but changed the language to periodic to be broad and give them that leeway for obtaining grants; she indicated some of the language had been relocated in the document for a better placement. She further explained the incentives as homebuyer incentives, City-owned lot discounts for new construction, and also went with broad definitions so different strategies could be included.

Mr. Cooper explained the recreation open space and providing one pool per 25k residents and stated we meet most of the national standards. He indicated we were deficient in rectangular fields, but we were trying to build three at Hitzman Park with the possibility of three more in the future. Regarding conservation easements, he advised at this point, the city has 93 parks, and acquiring new land for a new park would be nearly impossible. Ms. Deese explained that any areas with conservation zoning were already addressed in the LDC. Mr. Grundhoefer then addressed co-sponsoring activities language being removed, and Mr. Cooper stated the language was specific, and advise they did not co-sponsor baseball or softball since those were sponsored by other organizations who just use our facilities.

Mr. Grundhoefer also asked why the Mayor was not included in the internal review for Capital Improvements. Mr. Owens explained that capital projects could be multiple departments across the city, but agreed the Mayor should be on the list. Most of the revisions in this section involved changes in personnel and titles.

Mr. Grundhoefer felt the document was good for Pensacola and made a motion to approve the amended document and recommend it to Council, seconded by Mr. Larson, and the motion carried unanimously.

<u>Open Forum</u> – Ms. Wiggins addressed saving some of the buildings downtown from demolition. She explained she was in a renovation process, and it was almost as expensive to remodel as to build new; with no incentive to remodel, we were losing the charm of the older structures. Chairman Ritz explained his own home in East Hill was almost 100 years old, and there were some things he could not update at all because of the cost.

He asked if incentives were something the Board could accomplish, and Ms. Deese advised that was outside of the scope in recommending proposed changes in the LDC, however, an overlay in a historic community such as East Hill would be more in line with what the Board could recommend to Council. Mr. Monk pointed out there should be some type of incentive. He also suggested looking at the barriers that were placed on people. He pointed out everyone gets upset about regulating paint color, but when they try to upgrade their electrical, it really gets invasive. Ms. Wiggins explained everyone looked at the overlay as a "stick" and she was opting for a "carrot." Ms. Deese advised the Board members to speak to the Mayor as residents to see if there was any interest. Mr. Grundhoefer explained he did not dislike density, but some of the projects were not done nicely. If East Hill had some regulations, it might stop some of the property selling with one house demolished in order to build four houses. Chairman Ritz pointed out there were some instances where the primary structure was torn down, leaving the garage apartment which was now the primary structure. He explained the Board needed to be careful with what time period they chose, since in some years, there was more density while in others just farmland. Ms. Wiggins restated she was coming from the point of incentivizing people to do what would be better and not enforcing codes. Chairman Ritz offered there was nothing they could do about the Florida Building Code, but an overlay would be the purview of this Board.

Ms. Deese explained there were two different ordinances being considered by Council. The one which passed second reading involved the notification in protecting the health of citizens so that the contractor has the burden to notify property owners within a certain distance if they were going to demolish certain structures. The demolition ordinance recommended by this Board had not yet been reviewed by Legal, but could possibly be scheduled in May of this year. She also advised the CRA overlay was being reconsidered on May 16 at Council.

Adjournment – With no further business, Chairman Ritz adjourned the meeting at 2:58 pm.

Respectfully Submitted,

Brandi C. Deese Secretary to the Board

PENSACOLA THE UPSIDE of FLORIDA

PLANNING SERVICES

#### MINUTES OF THE PLANNING BOARD July 9, 2019

MEMBERS PRESENT:Chairman Paul Ritz, Kurt Larson, Nathan Monk, Danny Grundhoefer, Laurie MurphyMEMBERS ABSENT:Ryan Wiggins, Nina Campbell

STAFF PRESENT:Leslie Statler, Planner, Greg Harding, Historic Preservation Planner,<br/>Heather Lindsay, Assistant City Attorney, Jonathan Bilby, Building Official

OTHERS PRESENT: Councilwoman Sherri Myers, Diane Mack, Sarah O'Neill, John Connell, Dottie Dubuisson, Renee Foret, Sam Lundy, John & Jonathan Connell, Steve Geci, Barbara Mayall, Michael Carro, Don Redhead, Tia Queyquep, Ann Hill, Ron Helms, Justin Beck

#### AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from May 14, 2019.
- New Business:
  - 1. Preliminary Plat Review "Whispering Creek" subdivision
  - 2. Rezoning Request 3200 BLK Seville Drive
  - 3. Amendment to Conditional Use Permit 501 S. Palafox Street (Al Fresco)
  - 4. Aesthetic Review 501 S. Palafox Street (Al Fresco)
  - 5. Review of Gateway Review Board
  - 6. LDC Amendment Ice Machines
  - 7. Comprehensive Plan Amendment Density Transfer
- 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.

#### **Approval of Meeting Minutes**

Ms. Murphy made a motion to approve the May 14, 2019 minutes, seconded by Mr. Larson, and it carried unanimously.

#### New Business

#### Preliminary Plat Review – "Whispering Creek" subdivision

Chairman Ritz reviewed some of the comments received regarding this project and asked Mr. Geci to address the Board. Mr. Geci advised there were no real issues with the corrections to be made. In the previous phase of the subdivision, they constructed a stormwater pond which would also handle new

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property, and there would be no new stormwater pond added. Water and sewer are available. Deeded access is being provided through the Target shopping center. He has some questions to staff regarding the comments asking for everything to be on one sheet. He also stated there will be two parking spaces per lot, and in most cases three or four.

Ms. Murphy stated she was an active member of the restoration crew for Carpenters Creek located behind the property and noted this plat was heavily forested, and she had several concerns since this property would empty into Carpenters Creek. She asked if they planned to raise the property up since at one point there was a 10' grade difference. She pointed out the stormwater pond for the Whispers subdivision had not worked well and asked how the runoff would be handled for the new development after clearcutting all the trees. Mr. Geci stated there was a tremendous slope from north to south, so they would cut one end and fill the other with retaining walls at each end to grade it out, and it would be difficult to save any trees. Once the site was developed with the inlets and pipes to control it all, there wouldn't be any flow down the bank. He explained currently there was sheet flow into the pond which had caused problems over time. Ms. Murphy pointed out the water did not flow toward the stormwater pond; Mr. Geci advised none of the water would flow onto the adjacent property.

Chairman Ritz clarified that the agenda item was the preliminary plat review which normally did not cover sheet flow, and Mr. Geci's answers were acceptable at this point since the Board had certain criteria for preliminary plat review. While important for the City of Pensacola, in the rules for preliminary review, it might not be an item on which you could accept or reject the plat. Mr. Geci advised they would address all the details with construction plans reviewed by the City and water management district. Ms. Murphy pointed out there were no Conifer trees listed on the tree list; Chairman Ritz explained the City had a list of protected trees, and the trees not listed were not protected. Mr. Geci advised the tree survey was prepared in accordance with the City ordinance, and they would comply with it.

Mr. Monk advised his concern with preliminary reviews involved a lot of steps he would want to know had been taken before any review. Once something was stamped and approved, it became very difficult to stop it down the line. He pointed out there was probably someone living on the property, there were runoff issues, tree issues and community issues. Whenever he was told the issues would be handled down the line, sometimes they never were, and there should be a fix to this portion of the process. Chairman Ritz explained that someone living on the property was a legal issue and not a part of the Board's decision making process. Mr. Geci pointed out this was a preliminary plat and discussed the steps up to the preliminary plat. Beyond this stage, there were construction plans, permits from the City and the utility authority; this stage was not designed to address all the details. Mr. Monk felt the Board had the obligation to ask these questions. Chairman Ritz explained that they needed to balance the questions they asked with what was required by the agenda item as a preliminary plat. Mr. Grundhoefer asked about the development, and Mr. Geci stated it was single-family detached. Ms. Murphy asked how long it would take to develop the 20 homes, and Mr. Connell advised they would begin immediately with construction as soon as the roads were finished. He explained the reason for not going through the Whispers was because they left a parcel which connected to this property which was intended to have an extension of the Whispers in the next phase; through the course of engineering and legalities, that parcel was thrown into the homeowners' association instead of being retained by the developer as owners. He also stated there were two holding ponds in the Whispers, and those holding ponds were to be maintained by the City. He explained no water would flow into the Target parking lot or the existing Whispers location. The new phase would be compatible to the Whispers subdivision. He also pointed out the homeless situation is all over the City of Pensacola and not just in this area. He clarified that they would adhere to any City ordinance or requirement concerning this project.

Ms. O'Neill wanted to know how many protected trees were being removed; she was also concerned with the homeless and the wildlife in this location. She was also concerned that the project was being pushed

through quickly. Chairman Ritz explained according to the LDC, private property owners can clear cut trees by right, and protected trees have been allowed to be removed from residential property. He emphasized the Board was trying to stay with the agenda item, and discussions brought forth deal with other legislative issues which might be addressed by the City Council in a different forum. He clarified the preliminary plat deals with a proper drawing showing the delineation of the properties, roadways, setbacks and other particular features.

Ms. Mack asked if the number of parcels was included in the preliminary plat and was this the maximum of parcels allowed. Ms. Statler advised this was not the maximum the developer could build since this parcel was zoned C-2 with a very dense allowance. Chairman Ritz explained that cumulative zoning means we are allowed to use this zoning and other zoning designations below it such as C-1, and the R designations to determine what can be built there. Ms. Mack suggested since the developer had already seen the value of having fewer lots in the allowed area, given the current real estate market, there was an opportunity to have fewer lots, noting how much retaining trees adds to the value of each parcel and each developed single family home. Regarding climate change, the most effective thing we could do and the least expensive way would be to re-forest the planet.

Mr. Grundhoefer asked if there was another option rather than building retaining walls as a possibility for not building up a site and clear cutting. Mr. Geci stated they had looked at condominiums but decided on the less dense subdivision. Because of the slope of the site, to have building pads that were level, they were limited; they were cutting the north end and filling the south end and then leveling it out.

Ms. Dubuisson cautioned the Board, the developer and the City to stop and look at the ripple effect of every change that this particular development would cause. She pointed out our Mayor emphasized neighborhoods, and the neighbors have made known they do not wish for this activity at the current rate currently being discussed. She explained everything she was hearing was about reversing the natural order and trying to countermand the normal drainage of the property. It was noted the City had acquired responsibility for a privately developed stormwater pond serving the first development. She did not know how they could have anticipated the second development would be covered if they did not even know how many buildings were going in the new development. She suggested the Board table the item until all the questions raised by staff and the public could be addressed. She advised when the Board could slow the process down to answer any questions, she encouraged them to do so.

Councilwoman Meyers addressed the Board with a great concern for this project, and that the existing stormwater pond was the worst she had seen in the City of Pensacola. She explained the erosion was not coming from the land the developer wanted to clear cut but coming straight down the street through the Whispers and eroding it to the point you cannot drive into the pond to maintain it. She stated she had many conversations with Derrik Owens about the maintenance of the pond, and the pond was not sufficient for the Whispers and definitely would not be adequate for any additional impervious surfacing. She pointed out the City had spent a lot of resources trying to rehabilitate this pond. She stated Carpenters Creek was not a whispering creek but has been viewed as a conveyer of stormwater and was not designed for that much stormwater from impervious surfacing. She observed there was tremendous bank erosion along that creek because it was not designed to take on all that water from impervious surfaces. The new development would contribute to not only the demise of the stormwater pond, but would put more water into the creek, resulting in more erosion. She suggested using more pervious surfacing so the water would not enter the stormwater pond. She urged the Board not to approve the item until it had all the facts.

Mr. Monk made a motion to table the item, seconded by Ms. Murphy. Mr. Grundhoefer suggested the motion include information on what the Board was looking for. He also thought the Board needed more comfort that the stormwater system and the pond could take this development, and if not, return with a less impervious development and keeping the more natural terrain, something the Board could see was a positive statement. Mr. Monk and Ms. Murphy accepted this amendment. Chairman Ritz clarified the

added information of addressing stormwater during the tabling time. Mr. Monk also understood the motion to include lot size and the possibility of reducing the effect on the environment; Ms. Murphy added green stormwater structure with bio swales and other options available to give the Board more information and more items to look at to make a better decision. Mr. Monk agreed, and the motion carried unanimously.

#### **Rezoning Request – 3200 BLK Seville Drive**

Ms. Statler explained the zoning change would not change the uses permitted, but would simply change the minimum lot size and the front and rear setbacks which would be consistent with the properties to the north.

Mr. Beck presented to the Board and advised the current zoning prevented them from building anything on the property, and it was the only parcel on Bayou Texar with that zoning. He stated they had no intention of selling this lot at this time, and the rezoning would allow them to place a pool house on it. Mr. Larson made a motion to approve as presented, seconded by Mr. Monk, and it carried unanimously.

#### Amendment to Conditional Use Permit – 501 S. Palafox Street (Al Fresco)

Mr. Sallis presented to the Board and stated he was addressing the ordinance and as a developer and wanted to go through the proper procedures. Mr. Carro had met with the Mayor to talk about the retail for this project which was not currently in the ordinance. Mr. Sallis explained they wanted the Board's support for retail in this development and to obtain approval of the aesthetics. He explained the developer was working with them to create a cover for the airstreams to shelter them from weather events so they could have successful businesses year round. He stated the idea was to have an old building which looked like Al Fresco was added later; he hoped the current rendering had the bones of a warehouse which housed the outdoor retail market. He stated Mr. Bilby informed him there still might be issues because of the flood design manuals for the City. He confirmed the property was clearly in a flood zone, and to build, they would have to comply with flood management. They would need to completely elevate the site and build it up to around 4.5' with a 40' ramp and steps, which was a cost not worth pursuing. The other method was to use FEMA standards for flood proof construction - a wall around the development to withhold water for several hours - which was not a sensible effort in construction. He explained they wanted to leave the airstreams as they are; the documents provided illustrated mobile restaurant units made from shipping containers, but they were no longer going to pursue that. They preferred to leave the airstreams where they were, moving one of the airstreams to allow an open flow underneath the proposed covering. They would be anchored in the same method of a mobile home, but this was no longer acceptable according to Mr. Bilby. He asked that they be allowed to keep the airstreams as they are but move one of them and anchor it in the similar method the others have been in the past and construct the overhead structure.

Chairman Ritz stated in the intervening years of the original airstream decision, he had heard both pros and cons especially as it related to what is considered a prominent corner in Pensacola. He explained the bank across the street had to build up because of the flood zone. He personally had received more negative comments than positive on the airstreams. He did like the current aesthetic presentation because it fit in the "building that has been there" mentality. He referred to the conditional use permit issue and the aesthetic review as being two separate agenda items.

Mr. Grundhoefer confirmed moving the one airstream was the main issue. Mr. Sallis explained the Board was first tasked to allow retail as a part of the ordinance and discussed the methods of anchoring; they were hoping to use the helical design for the mobile units. Mr. Grundhoefer appreciated the new design and stated he would support it and thought retail was appropriate in this situation. Mr. Bilby explained the flood ordinance gave two conditions in new construction to either to elevate 3' or to anchor to resist flood loads and to flood proof. He was not sure why the existing airstreams were allowed the way there were, but the

existing ordinance would not allow them to be placed in that manner. Recreational vehicles are covered but only up to 180 days before they must be removed. He loved this concept and explained the helical anchors were fine but they would need to flood proof up to that 3' elevation above base flood elevation along with the anchor. They could flood proof each individual shipping container, anchor them, and the development would go through with no problem. He clarified the basic flood regulations were out of the National Flood Insurance Program adopted by Pensacola. Mr. Monk felt Al Fresco helped to develop downtown to what it currently is and wanted to find a way to be safe and to find an answer.

Chairman Ritz advised with the conditional use, he did not have a problem with retail, and this project brings life and a higher people count through more hours of the day. Ms. Statler explained this conditional use had changed today, and staff had just been made aware of it at the same time the Board was made aware. In discussions with Legal and the Planning Director, it was not something that could be voted on today. She advised the site plan had changed, and basically the conditional use packet that would move forward was not what was in front of the Board. Mr. Sallis voiced his frustration since there is now not a change to the site plan. Chairman Ritz clarified that the current packet was not advertised and the site plan would be different from the one the citizens of Pensacola had seen. Mr. Grundhoefer felt the conditional use didn't have to do with the way the site was configured. Ms. Statler further explained the conditional use itself is site specific and deals with the orientation of the structures on the site, and the aesthetics would be considered under Item 4. Mr. Monk asked if the Board could not approve the language of the containers themselves but the option for retail, and Ms. Statler stated that was acceptable. Chairman Ritz pointed out with other business owners having high stakes in the game, public notice needed to be considered. Mr. Sallis stated their May submittal was not in time for the Board's consideration and was then delayed, and they missed June because of the proper advertising. Mr. Carro stated they did not miss June, and the Board had expected to see them in June; the City did not perform the proper notification, even as they were making the changes the Board requested. Mr. Sallis explained the flood comments were received in the last week regarding the current submittal and was the reason for the changes to keep what they currently have and cover it.

Ms. Statler clarified the application deadline for conditional use is 30 days and not 21; when this project was initially submitted for May, staff did not have a full, complete packet 30 days prior to the meeting. Staff agreed to let it come forward as a discussion item. This item was submitted in a timely manner with the conditional use application with all specifications and met the deadline for this meeting. The procedures for a conditional use are different and based on a development plan submitted with the application. The reason the Board could not vote on this was because the development plan submitted with the application had changed; it doesn't matter if it was a minor or a major change. Relative to the flood proofing, there was a Development Review meeting attended by Mr. Carro where that requirement was fully discussed several months ago.

Chairman Ritz pointed out he had no problem with retail, but the language in the conditional use application had changed and was in line with the advice of Legal and staff. He was hesitant to tell one applicant they have to provide above and beyond for their one item and then with a little bit more of a cavalier attitude allow a change that someone may complain to City Council that they didn't see. Ms. Statler advised the Board should postpone to a date certain and staff would expect revisions to present to the Board in August. She stated the 30-day deadline would be this Friday, with the actual Planning Board deadline on July 23 for the August 13 meeting. Mr. Sallis stated they would submit plans by this Friday showing the existing airstreams remaining, with the anchoring details worked out with Mr. Bilby for the building code requirements. Ms. Statler advised the Board could proceed with the review of the aesthetic and provide comments on design to allow them to move forward. Chairman Ritz offered the Board should table until the August meeting.

Mr. Larson made a motion to table Item 3, seconded by Ms. Murphy, and it carried unanimously.

#### Aesthetic Review – 501 S. Palafox Street (Al Fresco)

Mr. Sallis appreciated the support of the Board and appreciated staff working with them on the very specific and detailed conditional use ordinance, and the current design was intentional to create the plaza called for in the ordinance. Mr. Carro stated he had four to six tenants who are affected by the weather. Since he cannot charge additional rent, he could prevent turnover in giving them more hours and more days in which to operate. He was also more pleased with the wood design.

Ms. Mack stated the most charming feature of Al Fresco is that it is open air and open light. She would like to see the light coming through perhaps through a green roof. Mr. Carro did not disagree; however, the entrance would be open air with four palm trees, and at least three sides would be open air with natural light. Mr. Sallis stated there were two cupolas on the roof to allow for good airflow and light which were designed to create interest in the structure. Chairman Ritz agreed this was a better approach for the roof, and Mr. Monk also liked the design which gives reprieve in the hot and cold temperatures. Adding the retail was important since he felt it would become a hub of activity. Ms. Murphy understood the importance of tenant turnover and thought the design was a great idea to help retain the businesses there. Mr. Larson stated it reminded him of the old warehouse district and appreciated the conditional use, and Ms. Statler explained it would not. Mr. Grundhoefer made a motion to approve the aesthetic design, seconded by Mr. Larson, and it carried unanimously.

#### Review of Gateway Review Board (to eliminate the Gateway Review Board)

Chairman Ritz explained if approved, this would place slightly more work on the Planning Board for items in the Gateway Review Board purview. Ms. Statler explained signage is now handled through an abbreviated review process and would not be reviewed by the Board unless the chairman determined it should be. Mr. Grundhoefer asked why this Board and not the ARB. Ms. Statler clarified that ARB covers the historic areas, and Planning Board does have purview over aesthetics. The Gateway Redevelopment District is under the same section as the Waterfront Redevelopment District, which is under the Planning Board purview. Mr. Larson stated with the new bridge and waterfront development, there would be some changes which will demand review. Mr. Larson made a motion to approve because its well within the scope of what the City has asked us to do, seconded by Mr. Monk, and it carried unanimously.

#### LDC Amendment – Ice Machines

Chairman Ritz advised the issue was with the aesthetics and appearance of the vending machines. Ms. Dubuisson pointed out this was not only a vending machine issue but a traffic-originating and noise issue and has an impact on everything around it not only in aesthetics but in an access point of view – not just how it looks but how it functions. Mr. Grundhoefer clarified what they are tasked with is not whether you can put these ugly boxes in a parking lot; it has to do with can we change it to make it uglier. Mr. Monk agreed this was a bad idea, and the few he did see around town were unattractive and problematic in a lot of ways and did not see any reason to vote for this. Ms. Murphy noted the request was included screening rooftop mechanical equipment with lattice and allowing advertising on the sides. Mr. Grundhoefer asked who sponsored the item, and Ms. Statler stated it was a request presented to the Mayor's office. Mr. Larson made a motion to deny, seconded by Mr. Monk, and it carried unanimously.

#### **Comprehensive Plan Amendment – Density Transfer**

Ms. Statler advised that like density bonuses, density transfers will be required to be approved by the Planning Board and not at a staff level. The review process was not as technical as for the platting process where you have a staff review with comments issued. Chairman Ritz offered that the language presented

was far less restrictive than with some items with a checklist. Ms. Statler explained if this was approved for the Comprehensive Plan, they would come back and draft the conditions and procedures to obtain the transfer. Ms. Murphy asked how long the units stayed affordable. Chairman Ritz advised with the language not written, that was to be determined. Mr. Monk stated most affordable housing was done through granting, and almost all of them have a 30-year retention period; if it was set at 20 or 30 years, it would meet the national standard. Chairman Ritz pointed out there are legal requirements if a developer chooses to go affordable, depending on which funding sources are followed. If we, as the Board, believe the City should develop rules and regulations for density transfers, we would vote they should; the language would then be crafted and approved. If the Board did not think the City should pursue density transfers, the language would not be developed. Ms. Murphy had a problem with gentrification of neighborhoods. Ms. Statler explained this was step one to get this into the Comprehensive Plan in order to move forward. Step two would be to return to the Board to get the language into the LDC; staff would draft the language, and the Board would make modifications. Chairman Ritz stated the Board had conducted workshops outside of the Board's meetings to work on the specific language. Ms. Murphy agreed public input would be beneficial. Chairman Ritz explained the language could be drafted, but it was controlled by the Florida legislature. Ms. Murphy asked if the City received financial incentives for these bonuses or transfers, and Chairman Ritz advised that would be illegal. Ms. Murphy wanted to know what the incentive was, and Ms. Statler stated there had been some discussions in general regarding the fact that if someone had common ownership of a property, they could transfer density from one lot they were not going to develop to a maximum density onto to their other lot which would have more density. Other municipalities have both bonuses and density transfers, but Pensacola does not. She pointed out we deal with developers who come in and have a vision of what they want to do, and sometimes the zoning district does not allow for the density they need, so something like this could help those developers in that they would not have to go through a rezoning which might be contentious. She clarified they were not changing the land use but allowing for more density with the understanding there was a tradeoff. The language has been drafted as and/or - redevelopment and/or affordable housing. She explained there might be an environmental issue where the property is deemed wasteland, but they have density, and another piece of property might be suitable for more development with something with more density. Ms. Murphy made a motion to approve, seconded by Mr. Grundhoefer. and it carried unanimously.

<u>Open Forum</u> – Ms. Dubuisson thanked the Board for their service and encouraged them to be conscious of every step taken to move something farther and the end game; the good reasoning the Board had may not be present in the later steps.

Mr. Monk advised he had rescinded his application to serve on the Board because of time restraints. He would not be able to attend at the rate necessary. He felt the Board had accomplished a lot and he had enjoyed the process; however, this was the right decision for him. The Board appreciated his service and wished him well.

The Board then commended Ms. Statler on her assistance in the meeting. It was noted Ms. Campbell had resigned, and the Board would need another Planning Board member sitting on the ARB.

Adjournment – With no further business, Chairman Ritz adjourned the meeting at 4:19 pm.

Respectfully Submitted,

Leslie Statler Secretary to the Board



Memorandum

File #: 20-00325

City Council

7/16/2020

### LEGISLATIVE ACTION ITEM

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

SUBJECT:

TENTATIVE MILLAGE RATE - FISCAL YEAR 2021

### **RECOMMENDATION:**

That City Council set the tentative Fiscal Year 2021 millage rate for the City of Pensacola at 4.2895 mils and for the Downtown Improvement District at 2.0000 mils and authorize the Mayor to set final levies in compliance with the new property tax reform regulations. Further, that the Mayor may administratively adjust the final adopted millage rate upon receipt of the final valuation if the City's final current year gross taxable value is reduced by more than 1%. Finally, that the first public hearing on the Fiscal Year 2021 millage rates be held on September 9, 2020, at 5:30 p.m. in Council Chambers.

# **HEARING REQUIRED:** No Hearing Required

# SUMMARY:

Annually, each taxing authority in Florida must submit a tentative ad valorem tax millage rate to the Property Appraiser and Tax Collector. Tentative millage must also be publicly advertised as required by the Truth in Millage Law (TRIM). The legal deadline for submission of the Fiscal Year 2021 advertised ad valorem tax rate is August 4, 2020 The millage advertisement must include the date, time, and place for the first Public Hearing. By law, a taxing authority cannot exceed its advertised millage rate without extraordinary effort. Therefore, the advertised rate determines the maximum millage rate that a taxing authority can adopt.

The City's preliminary taxable value for Real and Personal Property came to \$4,359,574,250, which is an increase of 6.65% from the final adjusted FY 2020 value. Amendment 1 brought forth a new formula to determine the maximum millage rate that can be levied without a super-majority vote. Based on that calculation, the maximum millage rate that the City could impose is 8.2756 mils, which equates to an additional \$16.5 million in property tax revenue. However, the Mayor is recommending maintaining the same millage rate as FY 2020, which is 4.2895 and is below the calculated maximum millage rate allowed.

The Mayor is responsible for submitting a tentative millage rate for the City of Pensacola and the Downtown Improvement District. City Council will formally adopt a millage rate for each entity during the Public Hearings on the budget. The first hearing is tentatively scheduled for September 9, 2020,

at 5:30 p.m. in Council Chambers. The second hearing is tentatively set for September 16, 2020, at 5:30 p.m. and will also be held in Council Chambers.

### PRIOR ACTION:

None

### FUNDING:

N/A

# FINANCIAL IMPACT:

Approval of the Fiscal Year 2021 millage rates for the City of Pensacola and the Downtown Improvement District at 4.2895 mils and 2.0000 mils, respectively, will provide funding for a balanced budget. The total certification value for Real and Personal Property is \$4,359,574,250, an increase of 6.65%. This valuation will result in an increase of property tax revenue of \$1,038,700 (net of TIF \$711,200) from the Fiscal Year 2020 beginning budget.

The June 1, 2020 and the July 1, 2020 Taxable Value Estimates provided by the Escambia County Property Appraiser are attached.

### CITY ATTORNEY REVIEW: Yes

7/2/2020

### STAFF CONTACT:

Keith Wilkins, City Administrator Amy Lovoy, Finance Director

### ATTACHMENTS:

1) Fiscal Year 2021 Taxable Value Estimates

PRESENTATION: No

### CITY OF PENSACOLA FISCAL YEAR 2021 TAXABLE VALUE ESTIMATES

	ADJUSTED FY 2020 FINAL	FY 2021 JUNE 1ST ESTIMATE	DIFFERENCE	%
City of Pensacola Valuation	4,087,670,833	4,343,318,215	255,647,382	6.25%
DIB Valuation	284,060,174	309,060,074	24,999,900	8.80%
CRA				
Urban Core TIF (City/County)	623,414,343	682,123,928	58,709,585	9.42%
Urban Core TIF (DIB)	200,289,848	223,689,644	23,399,796	11.68%
Eastside TIF	19,500,265	23,125,860	3,625,595	18.59%
Westside TIF	61,435,861	78,148,260	16,712,399	27.20%
	ADJUSTED FY 2020 FINAL	FY 2021 JULY 1ST ESTIMATE	DIFFERENCE	%
City of Pensacola Valuation	4,087,670,833	4,359,574,250	271,903,417	6.65%
DIB Valuation	284,060,174	310,857,283	26,797,109	9.43%
CRA				
City/County	623,414,343	683,578,510	60,164,167	9.65%
DIB	200,289,848	224,462,482	24,172,634	12.07%
Eastside TIF	19,500,265	22,627,377	3,127,112	16.04%
Westside TIF	61,435,861	78,529,489	17,093,628	27.82%



Memorandum

File #: 20-00172

City Council

7/16/2020

# LEGISLATIVE ACTION ITEM

**SPONSOR:** City Council Member Sherri Myers

SUBJECT:

REQUEST FOR CITY ATTORNEY LEGAL OPINION - CHARTER AMENDMENT PROCESS

# **RECOMMENDATION:**

That the City Council ask the City Attorney to provide a legal opinion addressing three (3) issues:

First, does the language within the City of Pensacola Charter Section 8.02(c) - Consistency - which states, "Except as additionally provided herein, the method for Charter amendments shall be consistent with State Law," potentially impose additional charter amendment process requirements which may be inconsistent with Florida law; Second, to determine if the second sentence in the Charter Section 8.02.(b) Initiation by Petition that reads - "Each petition proposing amendments to this Charter shall be commenced in the same manner as an ordinance proposed by initiative in Article VII of this Charter." - is preempted by Section 166.031 Charter Amendments, Florida Statutes. Finally, does the language in Section 8.02(b) impose any limitations that may be contrary to state law.

# **HEARING REQUIRED:** No Hearing Required

# SUMMARY:

The first sentence of the Florida Constitution's Article VIII Local Government, Section 2 Municipalities provides, "Municipalities may be established or abolished and their charters amended pursuant to general or special law." In Florida, only the Florida Legislature may adopt a "general or special" law. However, the city Charter's Section 8.02.(c) Consistency provides, "Except as additionally provided for herein, the method for Charter amendments shall be consistent with State law." Inclusion of the phrase - "Except as additionally provided for herein...." - may impose additional charter amendment process requirements that may be inconsistent with F.S. §166.031.

In AGO 88-30 Amendments and Conflicting Provisions in Charter, Attorney General Robert Butterworth addressed how F.S. §166.031 adopted by the Florida Legislature in 1973 and as amended from time to time governs the process for the amendment of municipal charters - "A legislative directive as to how a thing shall be done, is in effect, a prohibition against it being done in any other way. This office has previously concluded that any charter provision adopted or readopted subsequent to the effective date of the Municipal Home Rule Powers Act, Ch. 166, F.S., can only be amended in accordance with the provisions of s. 166.031, F.S."

Section 8.02(b) may impose limitations that prove contrary to state law, including the creation of unique City of Pensacola charter amendment subject matter limitations, limits to 60 days the validity of all City of Pensacola charter amendment petition signatures and the prohibition of individual electors from proposing a charter amendment.

The goal of this legal opinion is to ensure that Section 8 of the City Charter, as written and interpreted, is consistent with the Florida Constitution and State Statute.

# PRIOR ACTION:

None

### FUNDING:

N/A

### FINANCIAL IMPACT:

None

### STAFF CONTACT:

Don Kraher, Council Executive

### ATTACHMENTS:

1) None

PRESENTATION: No



Memorandum

File #: 20-00322

City Council

7/16/2020

### LEGISLATIVE ACTION ITEM

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

SUBJECT:

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.

### **HEARING REQUIRED:** No Hearing Required

### SUMMARY:

In November 2008, the City approved a ground lease and development agreement with Sandspur Development, LLC, for 11.44 acres of Airport property along 12th Avenue. The lease was part of Airport Staff's revenue diversification strategy to increase and strengthen its non-airline revenue base. Since lease commencement, Sandspur has developed and operates a Hyatt branded hotel on the premises, and has worked with the Baptist Medical Group to develop and operate a medical office building on the premises.

In September 2019, City Council approved a proposed amendment with Sandspur to release the undeveloped portion of the property from the lease, which would then allow the Airport to construct additional surface public parking to support the passenger terminal operations. Subsequent to Council approval, the proposed amendment required further modifications to ensure that all parties concurred. Initially, 5.91 acres of the 11.44 acre leasehold was to be released from the agreement. After additional discussion, a total of 7.09 acres will be released. Additionally, Staff proposes to restrict the use of the property to just a surface parking facility for a period of ten years. After ten years, the Airport may develop the property for other revenue-producing purposes, with the exception of medical facilities.

# **PRIOR ACTION:**

File #: 20-00322

December 13, 2007 - City Council approved an Exclusivity Agreement with Innisfree Development, LLC, for negotiating rights for the development of a hotel complex and retail complex.

November 20, 2008 - City Council approved the Ground Lease and Development Agreement with Sandspur Development, LLC.

December 15, 2011 - City Council approved a Landlord's Acknowledgement and Consent of Collateral Assignment of Lease.

September 8, 2019 - City Council approved the initial draft of Amendment No. 1 to the ground lease and development agreement.

### FUNDING:

N/A

### FINANCIAL IMPACT:

Annual rent from Sandspur for the entire 11.44 acre leasehold is currently \$448,394 per year. Sandspur will continue to pay rent in the amount of \$170,591 per year for the 4.35 acres covering the Hyatt and Baptist facilities that will remain under their lease. Airport Staff estimates that when the area proposed for release is developed for public parking, the revenue generated from the use of the area will greatly exceed the rent currently received from Sandspur.

### CITY ATTORNEY REVIEW: Yes

6/22/2020

# STAFF CONTACT:

Keith Wilkins, City Administrator Richard Barker, Jr., Deputy City Administrator - Administration & Enterprise Matt Coughlin, Airport Director

# ATTACHMENTS:

1) Sandspur Amendment No. 1

PRESENTATION: No

# AMENDMENT NUMBER 1

# GROUND LEASE AND DEVELOPMENT AGREEMENT

AT

# PENSACOLA INTERNATIONAL AIRPORT

# **BETWEEN**

# CITY OF PENSACOLA, FLORIDA

# AND

# SANDSPUR DEVELOPMENT, LLC

### AMENDMENT NUMBER 1 GROUND LEASE AND DEVELOPMENT AGREEMENT

This Amendment Number 1 to Ground Lease and Development Agreement (hereinafter referred to as this "Amendment") is made and entered into effective as of this \_\_\_\_\_ day of \_\_\_\_\_\_, 2020 (hereinafter referred to as the "Effective Date") by and between the **CITY OF PENSACOLA**, a municipal corporation of the State of Florida with the address of 222 West Main Street, Pensacola, Florida 32502 (hereinafter referred to as "City") and **SANDSPUR DEVELOPMENT**, LLC, a Florida limited liability company (hereinafter referred to as "Lessee").

#### **RECITALS**

WHEREAS, City and Lessee are parties to that certain Ground Lease and Development Agreement dated November 21, 2008 (hereinafter referred to as the "Agreement"), relating to certain premises at the Pensacola International Airport ("Airport") containing approximately 11.44 acres, as more particularly described in said Agreement (hereinafter, the "Entire Property");

WHEREAS, Lessee has developed the Entire Property into five sub parcels – Hotel Parcel, Parcel A, Parcel B, Parcel D, and Parcel E;

WHEREAS, City has determined that it is in the best interest of the Airport to delete Parcel A, Parcel B, Parcel E, a portion of the Hotel Parcel and a portion of Parcel D from the Agreement, and to use such parcels for other Airport Purposes; and

WHEREAS, Lessee has decided it is in its interest to voluntarily relinquish to the City Parcel A, Parcel B, Parcel E, a portion of the Hotel Parcel, and a portion of Parcel D;

NOW, THEREFORE, in consideration of the promises, covenants, terms, and conditions herein set forth, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. <u>Removed Parcels</u>. Parcel A, Parcel B, Parcel E and the portions of the Hotel Parcel and Parcel D described in <u>Exhibit 1</u> attached hereto and made a part hereof by reference (collectively, Parcels A, B, E and the described portions of the Hotel Parcel and Parcel D are the "Removed Parcels") are hereby deleted from the definition of the "Leased Premises" and "Premises" in the Agreement.

2. <u>Amended Leased Premises</u>. References to the "Leased Premises" and "Premises" in the Agreement shall hereinafter mean and include the Hotel Parcel and Parcel D, only, as revised hereby. To that end, Exhibit A to the Agreement is hereby deleted in its entirety and replaced with <u>Exhibit 2</u> attached hereto and made a part hereof by reference.

# 3. <u>Real Property Ad Valorem Taxes and Assessments Against Removed</u> Parcels.

- a. Lessee represents and warrants that all real property ad valorem taxes and assessments levied or assessed against the Removed Parcels during or for the time period from November 21, 2008, through December 31, 2019, inclusive, have been paid in full.
- b. Lessee shall pay in full, prior to delinquency, all real property ad valorem taxes and assessments levied or assessed against the Removed Parcels for the 2020 tax year.

Special Warranty of Title to Removed Parcels. Lessee warrants and 4. represents to City that, except for those easements, restrictions, covenants, subleases, licenses, claims, liens, and encumbrances of record, the Removed Parcels are free and clear of any and all easements, restrictions, covenants, subleases, licenses, claims, liens, and encumbrances created or imposed by Lessee or by any person or entity claiming by, through, or under Lessee, and that Lessee will warrant and defend title to the Removed Parcels against the claims of all persons and entities claiming by, through, or under Lessee, but no further. Lessee further warrants and represents to City that all restrictions, covenants and encumbrances of record that were imposed by that certain Ground Lessee's Declaration of Reciprocal Easements, Building Standards and Restrictive Covenants for Airport and 12th, recorded at OR Book 7407, Page 150l, on September 18, 2015, upon the Removed Parcels are removed and have no further effect upon the Removed Parcels, and that Lessee will warrant and defend title to the Removed Parcels against the claims of all persons and entities claiming by, through, or under Lessee, but no further.

5. <u>Partial Release of Security Instruments</u>. Contemporaneously with the execution of this Amendment, Lessee shall cause to be released of record, as to the Removed Parcels only, the leasehold mortgage, assignments of rents and leases, UCC financing statements and other security documents held by BancorpSouth Bank, a Mississippi state-chartered bank, as successor by merger to Summit Bank, N. A., identified in <u>Exhibit 3</u> attached hereto and incorporated herein by reference.

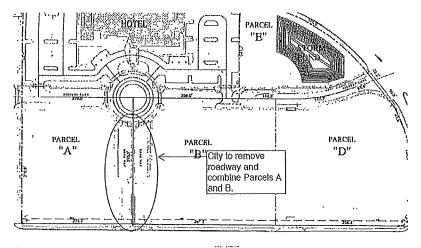
6. <u>Rent</u>. The Agreement, including, without limitation, Section 5 thereof, is hereby amended to eliminate Lessee's obligation to pay Rent on the Removed Parcels. For example, the annual Rent calculation following the Effective Date of this Amendment is as follows:

Subparcel	Total Acres	Total Square	Value/sf	New Ground
		Feet		Rent
Hotel		109,463	0.8998	\$98,495
D		80,125	0.8998	\$72,096
Total		189,588	H	\$170,591

For the avoidance of doubt, Rent shall remain subject to the terms and conditions of the Agreement, including, without limitation, adjustment under the final paragraph of Section 5(b) and Section 5(c) thereof.

### 7. <u>Removed Parcel Development</u>.

- a. The City represents that the Removed Parcels will be developed and used for Airport Purposes as this term is defined by the Federal Aviation Administration (FAA) — Grant Assurances and FAA Airport Compliance Manual – Order 5190.6B. The projects to be constructed on the Removed Parcels shall be included in updated versions of the Airport Master Planning and Capital Improvement Program both of which include the opportunity for public input and involvement. The Airport's master plan provides a road map for efficiently meeting aviation demand and airport requirements for the 20-year future while preserving the flexibility necessary to respond to changing conditions.
- b. The City is planning to remove Skye Way from 12<sup>th</sup> Avenue to the Airport Lane round-about (shown in Figure 2, below) and combine Removed Parcels A and B into a single parcel. Lessee hereby consents to City's removal of Skye Way from 12<sup>th</sup> Avenue to the Airport Lane round-about



and hereby releases all rights and easements, express or implied, for the use of Skye Way from 12<sup>th</sup> Avenue to the Airport Lane round-about.

Figure 1 Combining Parcels A and B

- c. The parties hereto acknowledge that there are no easements for curb cuts or driveways along the common boundary between Removed Parcel B and Parcel D. The two parcels will not be connected.
- d. In consideration of and as a material inducement for Lessee's entry into this Amendment, the City hereby covenants and agrees that that, for so long as that certain Commercial Ground Sublease dated September 17, 2015 between Lessee and 2400 Block Airport Blvd, LLC, a Florida limited liability company, as further evidenced by that certain Short Form Commercial Ground Sublease recorded in Book 7407, Page 1564 of the Official Records of Escambia County, Florida, is in full force and effect, and a medical office building is continuously open and operating as a medical office building on Parcel D, then City shall not lease, rent or use any of the Removed Parcels for the following limited uses: (i) the provision or operation of any "Ancillary Medical Care Service or Facility" (as hereinafter defined), (ii) the provision of care and/or services in the following specialties: cardiology, cardiac rehabilitation, sports medicine, orthopedics, pain management, obstetrics and gynecology, oncology, endoscopy, neurology, gastroenterology, family practice, internal medicine, and primary care, or (iii) the operation of a specialty hospital, or a trauma or urgent care facility ("Limited Prohibited Uses"). The Limited Prohibited Uses shall be strictly and narrowly construed so as to not prohibit all medical related uses on the Removed Parcels.

As used herein, an "Ancillary Medical Care Service or Facility" shall mean and include, any form of testing for diagnostic or therapeutic purposes, provision or operation of a laboratory (including, without limitation, a pathology laboratory or a clinical laboratory), diagnostic imaging services, which include, without limitation, the following testing facilities: fluoroscopy; x-ray; plane film radiography; computerized tomography (CT); ultrasound; radiation therapy; mammography and breast diagnostics; nuclear medicine testing and magnetic resonance imaging (MRI); physical therapy services; and respiratory therapy service.

8. <u>Airport Lane</u>. "Airport Lane" as identified in Figure 1, above, shall be renamed to "Skye Way" (the "Name Change"). Within 10 days following a written request from Lessee, City shall (a) furnish Lessee all documents and/or information which Lessee may deem necessary or desirable, or which Lessee may require, in order to obtain the Name Change; (b) execute any and all applications for the Name Change, and any related documents, which Lessee may deem necessary or desirable, or which Lessee may be required, to file with any governmental authority, or other public or private body or person, in order to obtain the Name Change; and (c) otherwise use its best, good-faith efforts to assist Lessee in obtaining the Name Change.

9. <u>Maintenance</u>. From and after the Effective Date and notwithstanding anything in the Easement Agreement (defined below), Declaration (as amended, from time to time), or any other document to the contrary, the City, at its sole cost and expense, shall keep and maintain the Entire Development, less Parcel D and the Hotel Parcel, and all improvements thereon in a neat, clean and first-class condition; however, the foregoing landscaping and maintenance responsibilities of the City may be delegated to a lessee or developer of such property, with the City remaining primarily responsible for the same.

10. <u>Public Records Laws</u>. Section 22 of the Agreement is hereby amended to add the following subsection:

"ee. Public Records Laws

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 created or received by City 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."

11. <u>Easement Agreement</u>. In consideration of and as a material inducement for this Amendment, the City and Lessee shall simultaneously herewith execute and deliver an Easement Agreement and Restrictive Covenant ("Easement Agreement") in substantially the form attached hereto as <u>Exhibit 4</u> and made a part hereof by reference. The Easement Agreement will be recorded by Lessee in the Public Records of Escambia County promptly upon full execution thereof.

12. <u>Amendment to Declaration</u>. In consideration of and as a material inducement for this Amendment, Lessee shall simultaneously herewith execute and deliver a First Amendment to Ground Lessee's Declaration of Reciprocal Easements, Building Standards and Restrictive Covenants for Airport and 12<sup>th</sup> in substantially the form attached hereto as <u>Exhibit 5</u> and made a part hereof by reference ("Amendment to Declaration"). The Amendment to Declaration will be recorded by Lessee in the Public Records of Escambia County promptly upon full execution thereof.

13. <u>Amendment to Memorandum of Ground Lease</u>. In consideration of and as a material inducement for this Amendment, the City and Lessee shall simultaneously herewith execute and deliver that First Amendment to Memorandum of Ground Lease in substantially the form attached hereto as <u>Exhibit 6</u> and made a part hereof by reference ("Amendment to Memorandum"). The Amendment to Memorandum will be recorded by Lessee in the Public Records of Escambia County promptly upon full execution thereof.

14. <u>Additional Consideration</u>. Additional consideration for the City's agreement to enter into this Amendment is provided by the execution of the following documents by all parties thereto concurrently with the execution of this Amendment by City and Lessee: (a) the amendment to the Sandspur – 2400 Block Airport Blvd., LLC memorandum of sublease in the form of <u>Exhibit 7</u>, which includes the consents of Lessee's lender BancorpSouth Bank, a Mississippi state-chartered bank, as successor by merger to Summit Bank, N.A., and 2400 Block Airport Blvd., LLC's lender, Siemens Financial Services, Inc., and (b) the amendment to the 2400 Block Airport Blvd., LLC – Baptist Hospital, Inc. memorandum of sub-sublease in the form of <u>Exhibit 8</u>, which includes the consent of 2400 Block Airport Blvd.'s lender, Siemens Financial Services, Inc..

15. <u>Amendment Executed in Counterparts</u>. This Amendment may be executed in several counterparts, by separate signature pages, and/or by either emailed (e.g. PDF) or facsimile signatures, each of which may be deemed an original, and all such counterparts, separate signature pages, and emailed or facsimile signatures together shall constitute one and the same Amendment.

16. <u>Capitalized Terms</u>. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

17. <u>Full Force and Effect</u>. Except as expressly modified herein, the terms of the Agreement remain unchanged and in full force and effect, and, to the parties' knowledge, no event of default exists thereunder.

[Separate signature pages follow.]

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment as of the dates set forth below.

CITY:

CITY OF PENSACOLA

By:\_\_\_\_\_

Grover Robinson, IV - Mayor

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

Attest:

Ericka Burnett, City Clerk

Approved as To Content:

By: \_\_\_\_\_

Airport Director

Legal in Form and Valid as Drawn:

Ву:

City Attorney

[A separate signature page follows.]

### "LESSEE"

SANDSPUR DEVELOPMENT, LLC, a Florida limited liability company

By: INNISFREE HOTELS, INC., an Alabama corporation, its Manager

By:

Ted/Ent, CEO and President

Witnesses: Sig Prf Sign Print: < AISM

Acknowledged and consented to by:

BANCORPSQUTH BANK, a Mississippi state-chartered bank, as successor by merger to SUMMARBANK, N.A. Sign Mc Mahan In Presedu Norris K Print: Title: Øv

### Exhibit 1 – Removed Parcels

#### LEGAL DESCRIPTION Parcel A

-

Commence at the intersection of the east line of Section 33, Township I South, Range 30 West, Escambla County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next four courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'58" West exist) for a distance of 101.15 feet (101.60 feet exist) to the point of beginning.

Thence South 77 degrees 31'45<sup>th</sup> West (South 77 degrees 24'43" West exist) for a distance of 5.49 feet (5.50 feet exist); thence South 29 degrees 20'28" West for a distance of 275,21 feet; thence South 60 degrees 39'32" East for a distance of 315.22 feet; thence North 29 degrees 18'37" East for a distance of 279,05 feet to the southerly right of way line of College Boulevard (R/W varies); thence North 60 degrees 41'23" West along said southerly right of way line for a distance of 310.97 feet to the point of beginning.

All lying and being in Sections 17 and 53, Township 1 South, Range 30 West, Escambla County, Florida. Containing 2.02 acres, more or less.

#### AND

#### LEGAL DESCRIPTION: Parcel B

Commence at the Intersection of the east line of Section 33, Township I South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next five courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'58" West exist) for a distance of 101.15 feet (101.60 feet exist); thence South 77 degrees 31'45" West (South 77 degrees 24'43" West exist) for a distance of 5.49 feet (5.50 feet exist); thence South 29 degrees 20'28" West for a distance of 275.21 feet for the point of beginning.

Thence continue South 29 degrees 20'28" West for a distance of 361.17 feet; thence South 60 degrees 39'32" East for a distance of 315.41 feet; thence North 29 degrees 18'37" East for a distance of 361.17 feet; thence North 60 degrees 39'32" West for a distance of 315.22 feet to the point of beginning.

All lying and being in Sections 17 and 33, Township | South, Range 30 West, Escambia County, Florida. Containing 2.61 acres, more or less.

#### <u>AND</u>

#### LEGAL DESCRIPTION: Parcel E

Commence at the Intersection of the east line of Section 53, Township I South, Range 30 West, Escambla County, Florida; and the eastern right-of-way of 12th Avenue (R/M varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next two courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of OT degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South O2 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 36'58" West exist) for a distance of 101.15 feet (101.60 feet exist) to the southerly right of way line of College Boulevard (R/M varies); thence South 60 degrees 41'23" East along said southerly right of way line for a distance of 554.90 feet (554.97 feet exist) to the westerly right of way line of Airport Boulevard (R/M varies); thence South 29 degrees 1959" West (South 29 degrees 21'25" West exist) (this course and the next three courses along said westerly right of way line) for a distance of 512.13 feet to the point of curvature of a non-tangent circular curve concave to the northwest, having a radius of 466.68 feet and delta angle of 04 degrees 25'34"; thence Southwesterly long said curve for an arc distance of 36.05 feet (chord bearing of South 32 degrees 51'13" West, chord distance of 36.04 feet) for the point of beginning.

Thence continue Southwesterly along said curve for an arc distance of 375.46 feet (chord bearing of South 58 degrees 08'44" West, chord distance of 865.88 feet and delta angle of 46 degrees 09'28") to the point of tangency; thence South 81 degrees 16'55" West (South 81 degrees 17'15" West exist) for a distance of 23.19 feet; thence North 09 degrees 06'23" East for a distance of 72.67 feet to the point of curvature of a circular curve concave to the east, having a radius of 350.00 feet, and delta angle of 20 degrees 12'14"; thence Northeasterly along said curve for an arc distance of 123.42 feet (chord bearing of North 19 degrees 12'30" East, chord distance of 122.78 feet) to the point of tangency; thence North 29 degrees 18'37" East for a distance of 145.77 feet; thence South 60 degrees 40'39" East for a distance of 241.36 feet to the point of beginning.

All lying and being in Sections 17 and 33, Township I South, Range 30 West, Escambia County, Florida. Containing 1,28 acres, more or less.

#### <u>AND</u> (the removed portion of the Hotel Parcel)

#### LEGAL DESCRIPTION.

Commence at the intersection of the East line of Section 33, Township I South, Range 30 West Escambla County, Florida; and the Eastern right of way of 12th Avenue (R/W varies); said right-of way being in a curve concave to the West and having a radius of 1330.14 feet; thence Southerly along said right of way line 167.41 feet, said curve has a central angle of 7°12'40", a chord bearing of South 22°26'01" West, and a chord distance of 167.30 feet; thence South 02°05'37" East along said Eastern right of way line 6.34 feet; thence continue along said right of way line, South 27°41'37" West 101.15 feet; thence South 60°41'23" East along the West right of way line of College Boulevard (right of way varies) a distance of 310.97 feet for the point of beginning. Thence continue South 60°41'23" East along the said

Thence continue South 60°41'23" East along the said West right of way line a distance of 38.77 feet; thence South 29 degrees 18'37" West for a distance of 215.85 feet to a point on a non-tangent curve, concave to the southwest, having a radius of 77.00 feet, and delta angle of 110 degrees 18'51"; thence Southwesterly along said curve for an arc distance of 148.25 feet (chord bearing of South 29 degrees 18'37" West, chord distance of 126.39 feet); thence South 29 degrees 18'37" West for a distance of 205.81 feet; thence North 60 degrees 40'39" West for a distance of 38.77 feet; thence North 29 degrees 18'37" East for a distance of 548.05 feet to the point of beginning.

All lying and being in Sections 17 and 38, Township I South, Range 30 West, Escambla County, Florida. Containing 0,56 acres (24175 square feet), more or less.

#### <u>AND</u> (the first removed portion of Parcel D)

#### LEGAL DESCRIPTION:

Commence at the Intersection of the east line of Section 33, Township I South, Range 30 West, Escambla County, Florida; and the eastern right of way of 12th Avenue (R/W varies); said right of way being in a curve concave to the west and having a radius of 1330.14 feet, thence Southerly (this course and the next five courses along said right of way line) for an arc distance of 167.41 Peet (delta angle of 07 degrees 1240", a chord bearing of South 22 degrees 26'01" West, and a chard distance of 167.30 feet); thence South 52 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West [South 27 degrees 38'58" West exist] for a distance of 101.15 feet [101.30 feet exist], thence South 77 degrees 31'45" West (South 77 degrees 24'43" West exist) for a distance of 5.49 feet (5.50 feet exist); thence South 29 degrees 20'28" West for a distance of 942.70 feet to the point of curvature of a circular curve concave to the northeast, having a radius of 30.00 feet, and delta angle of 66 degrees 53'36" [67 degrees Ol'31" exist]; thence Southeasterly along said curve for an arc distance of 45.50 feet [45.57 feet exist], chord distance of 41.26 feet [41.31' exist], chord bearing of South 14 degrees 06'21" East [South 14 degrees 13'32" East exist]) to the point of tangency, said point being on the northerly right of way line of Airport Boulevard (R/W varies); thence South 57 degrees 33'10" East [South 57 degrees 30'42" East exist) (this course three courses along said northerly right of way line) for a distance of 83,29 feet [83.38' exist] to the point of curvature of a circular curve concave to the northwest, having a radius of 350.67 feet, and delta angle of 23 degrees 40'05" [23 degrees 39'44" exist], thence Southeasterly along sold curve for an arc distance of 144,86 feet [144,82' exist] (chord distance of 143,83 feet [143.79 feet exist], chord bearing of South 71 degrees 22'03" East [South 71 degrees 23'35" East exist]) to the point of tangency, thence South 83 degrees 12'14" East [South 83 degrees [3'5]"East exist] for a distance of 41,36 feet [41.32 feet exist] to a point of intersection and the point of beginning.

Thence North 81 degrees 1655" East [North 81 degrees 1715" East exist] for a distance of 90.27 feet to the south line of parcel described in Official Record Book 7739 at page 1270 of the public records of said County; thence North 08 degrees 50'04" East (this course and the next three courses along said parcel described in Official Record Book 7739 at page 1270) for a distance of 71.46 feet to the point of curvature of a circular curve concave to the east, having a radius of 357.75 feet, and deita angle of 20 degrees 80'00"; thence Northeasterly along sold curve for an arc distance of 128,00 feet (chord distance of 127,32 feet, chord bearing of North 19 degrees 05'04" East) to the point of tangency, thence North 29 degrees 20'04" East for a distance of 51,09 feet, thence North 60 degrees 39'32" West for a distance of 28.28 feet to a point on a circular curve concave to the southeast, having a radius of 464.00 feet and delta angle of 25 degrees 48'45"; thence Southwesterly along said curve for an arc distance of 209.04 feet (chord bearing of South 19 degrees 50'08" West, chord distance of 207.27 feet) to the point of reverse curvature of a circular curve concave to the northwest, having a radius of 69.84 feet and delta angle of 86 degrees 49'41"; thence Southwesterly along said curve for an arc distance of 105.84 feet (chord bearing of South 49 degrees 13'20" West, chord distance of 96.00 feet); thence South 08 degrees 42'45" East for a distance of 5,39 feet to the point of beginning.

All lying and being in Section 33, Township (South, Range 30 West, Escambla County, Florida. Containing 0.18 acres (7655 square feet), more or less.

#### <u>AND</u> (the second removed portion of Parcel D)

#### LEGAL DESCRIPTION:

Commence at the intersection of the east line of Bection 33, Township | South, Range 30 West, Escambia County, Florida; and the eastern right of way of 12th Avenue (R/W varies); said right of way being in a curve concave to the west and having a radius of 1330.14 feet, thence Southerly (this course and the next five courses along sald right of way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.80 feet), thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West [South 27 degrees 3858" West exist] for a distance of 101.15 feet [101.30 feet exist]; thence South 77 degrees 31'45" West [South 77 degrees 24'48" West exist] for a distance of 5.49 feet [5.50 feet exist]; thence South 29 degrees 20'28" West for a distance of 635.62 feet to the point of beginning.

Thence continue South 29 degrees 20'28" West for a distance of 807.08 feet to the point of curvature of a circular curve concave to the northeast, having a radius of 30.00 feet, and delta angle of 86 degrees 53'88"[87 degrees 01'31" exist); thence Southeasterly along said curve for an arc distance of 45.50 feet (45.57 feet exist), chord distance of 41.26 feet [41.31' exist], chord bearing of South 14 degrees O6'21' East [South 14 degrees (3'32" East exist]) to the point of tangency, said point being on the northerly right of way line of Airport Boulevard (R/W varies); thence South 57 degrees 33"10" East [South 57 degrees 30'42" East exist] along said northerly right of way line for a distance of 29.57 feet, thence North 29 degrees 20'28" East for a distance of 338.64 feet to the northerly line of parcel described in Official Record Book 7739, page 1270 of the public records of said County, thence North 60 degrees 3932" West along said north line for a distance of 58.00 feet to the point of beginning.

All lying and being in Section 33, Township I South, Range 30 West, Escambia County, Florida. Containing 0,44 acres (19378 square feet), more or less.

# Exhibit 2 - Revised "Leased Premises" and "Premises"

Commence dt the Intersection of the edst line of Section 33, Township I South, Range 30 West, Escambia County, Florida; and the eastern right of way of 12th Avenue (R/W varies); said right of way being in a curve concave to the west and having a radius of 1330,14 feet; thence Southerly (this course and the next five courses along said right of way line) for an arc distance of 161.41 feet (delta angle of 01 degrees 12'40", a chord bearing of South 22 degrees 26'0!" West, and a chord distance of 167.30 feet), thence South 02 degrees 05'97" East for a distance of 6.34 feet; thence South 21 degrees 41'87" West for a distance of 101.15 feet; thence South 71 degrees 31'45" West for a distance of 5.49 feet; thence South 29 degrees 20'28" West for a distance of 942.70 feet to the point of curvature of a circular curve concave to the northeast, having a radius of 80.00 feet, and delta angle of 86 degrees 53'88' [87 degrees 01'3]" exist]; thence Southeasterly along said curve for an arc distance of 45.50 feet [45.51 feet exist], chord distance of 41.26 feet [41.31' exist], chord bearing of South 14 degrees 06'21" East [South 14 degrees 13'32" East exist]) to the point of tangency, said point being on the northerly right of way line of Airport Boulevard (R/W varies); thence South 37 degrees 35'00" East [South 15 degrees 30'42" East exist] (this course four courses along said northerly right of way line) for a distance of 29.51 feet for the point of beginning.

Thence continue South 57 degrees 3310" East [South 57 degrees 30'42" East exist] for a distance of 53,81 feet to the point of curvature of a circular curve concave to the northwest, having a radius of 350.67 feet, and delta angle of 23 degrees 40'05' [23 degrees 34'4" exist]; thence Southeasterly along said curve for an arc distance of 144,86 feet [144,82' exist] (chord distance of 143,83 feet [143,17] feet exist], chord bearing of South 71 degrees 22'03' East [South 71 degrees 28:85' East exist] to the point of tangency, thence South 83 degrees [214" East [South 71 degrees 42'45' West for a distance of 41.36 feet [41,32 feet exist], thence North 08 degrees 42'45' West for a distance of 5.84 feet to a point on a circular curve concave to the northwest, having a radius of 66.84 feet and delta angle of 86 degrees 44'4'', thence Northeasterly along said curve for an arc distance of 105.84 feet (chord bearing of North 44 degrees 13'20" East, chord distance of 46.00 feet) to the point of reverse curvature of a circular curve concave to the southeast, having a radius of 46.00 feet) to the point of reverse of 209,04 feet (chord bearing of North 19 degrees 50'08" East, chord distance of 207.27 feet), thence North 60 degrees 39'32" West for a distance of 228.25 feet, thence South 29 degrees 39'32" West for a distance of 228.25 feet, thence South 29 degrees 39'32" West for a distance of 228.25 feet, thence South 29 degrees 20'28" West for a distance of 938,64 feet to the point of beginning.

AND

#### LEGAL DESCRIPTION:

Commence at the intersection of the East line of Section 93, Township I South, Range 30 West Escambia County, Florida; and the Eastern right of way of 12th Avenue (R/W varies); said right-of way being in a curve concave to the West and having a radius of ISBO.14 feet, thence Southerly along said right of way line 167.41 feet, said curve has a central angle of 7°12'40", a chord bearing of South 22°26'01" West, and a chord distance of 167.30 feet; thence South 02°05'37" East along said Eastern right of way line 6.34 feet; thence continue along said right of way line, South 27°41'37" West 101.15 feet; thence South 60°41'28" East along the West right of way line of College Boulevard (right of way varies) a distance of 349.74 feet for the point of bealnning.

Thence continue South 60°41'23" East along the said West right of way line a distance of 205.28 feet to an intersection with said West right of way line and the North right of way line of Airport Boulevard (right of way varies); thence South 29°19'53" West along said North right of way line a distance of 512.13 feet to a point of curvature of a curve to the northwest, having a radius of 466.68 feet, and delta angle of 04 degrees 25'34"; thence Southwesterly along said north right of way for an arc distance of 36.05 feet (chord bearing of South 38 degrees [2'3]" West, chord distance of 36.04 feet); thence North 60 degrees 40°39" West for a distance of 202.59 feet; thence North 29 degrees 18'37" East for a distance of 205.81 feet to a point on a non-tangent curve, concave to the southwest, having a radius of 77.00 feet, and delta angle of 110 degrees 1851", thence Northeasterly along said curve for an arc distance of 148.25 feet (chord bearing of North 29 degrees 1837" East, chord distance of 126.39 feet), thence North 29 degrees 1837"East for a distance of 215.85 feet to the point of beginning.

All lying and being in Sections 17 and 33, Township | South, Range 30 West, Escambia County, Florida. Containing 2.51 acres (109463 square feet), more or less.

# Exhibit 3 – BancorpSouth Bank Security Documents

The following described mortgage and all related security documents: Amended and Restated Leasehold Mortgage given by Sandspur Development, LLC, as Mortgagor, to Summit Bank, N.A. (n/k/a BancorpSouth Bank, a Mississippi state-chartered bank), as Mortgagee, dated September 23, 2016, and recorded at O.R. Book 7603, Page 96 of the public records of Escambia County, Florida

# Exhibit 4 – Easement Agreement

[Attached.]

PREPARED BY: Adam C. Cobb, of EMMANUEL, SHEPPARD & CONDON 30 S. Spring Street Pensacola, FL 32502

#### EASEMENT AGREEMENT AND RESTRICTIVE COVENANT

THIS EASEMENT AGREEMENT AND RESTRICTIVE COVENANT ("Agreement") is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2020 ("Effective Date"), by and between SANDSPUR DEVELOPMENT, LLC, a Florida limited liability company ("Sandspur") and THE CITY OF PENSACOLA, a municipal corporation organized under the laws of the State of Florida ("City"). The City and Sandspur are each a "Party" and collectively, the "Parties".

#### WITNESSETH THAT:

WHEREAS, City is the owner in fee simple of certain real property which is located in Escambia County, Florida more particularly described in <u>Exhibit A</u> attached hereto and incorporated herein by reference ("**Property**").

WHEREAS, Sandspur leased the Property from City by virtue of that certain Ground Lease and Development Agreement Between the City of Pensacola and Sandspur Development, LLC, dated November 21, 2008 ("Ground Lease"), which Ground Lease is further evidenced by that certain Memorandum of Ground Lease dated November 21, 2008 and recorded in Book 6399, Page 1054 of the Official Records of Escambia County, Florida.

WHEREAS, as contemplated by the Ground Lease, Sandspur divided the Property into five parcels (each a "Parcel" and collectively, "Parcels"). Such Parcels are the "Hotel Parcel", "Parcel A", "Parcel B", "Parcel D" and "Parcel E".

WHEREAS, simultaneously herewith, the Parties have entered into that certain Amendment Number 1 to the Ground Lease ("Lease Amendment"), which, among other things, removes Parcel A, Parcel B, Parcel E, a portion of Parcel D, and a portion of the Hotel Parcel (collectively, the "Removed Parcels", as more particularly described in Exhibit B attached hereto and incorporated herein by reference) from the Ground Lease and re-delivers control of the Removed Parcels back to the City. Parcel D and the Hotel Parcel, as revised by the Lease Amendment, are more particularly depicted and described in Exhibit C attached hereto and incorporated herein by reference.

WHEREAS, simultaneously herewith, Sandspur and others have entered into that certain First Amendment to the Declaration of Reciprocal Easements, Building Standards and Restrictive Covenants for Airport and 12<sup>th</sup>, dated September 17, 2015 and recorded in Book 7407, Page 1501 of the Official Records of Escambia County, Florida ("Declaration Amendment") which, among other things, removes the Removed Parcels from the Declaration and from the benefits and burdens of its associated easements.

WHEREAS, the Parties wish to ensure the continued orderly development and operation of the Property following said Lease Amendment and Declaration Amendment, and in furtherance thereof wish to establish certain rights, easements, covenants, restrictions and obligations relating to the Property as more particularly set forth herein.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. <u>Recitals</u>. The recitals listed above are true and correct and are incorporated infull herein by reference.

Roadway Easement. City does hereby grant, convey, and warrant to Sandspur, 2. along with such Sandspur's employees, agents, affiliates, licensees, representatives, grantees, heirs, successors, lessees, sublessees, and assigns, and the sub-sublessees, guests and invitees of any of the foregoing (collectively, "Agents"), subject to the terms, conditions and limitations set forth in this Agreement, a non-exclusive easement for pedestrian and vehicular ingress and egress, on, over, across and through that portion of the Property identified and depicted in Exhibit D attached hereto and made a part hereof by reference ("Roadway"). For clarification, as used herein the term "Roadway" shall mean and include that approximately 80-foot wide rightof-way and related roundabout for Airport Lane (as the same may be renamed, from time to time), including, without limitation, the road and adjacent sidewalks located therein. City shall, at its sole expense, maintain the Roadway, including, without limitation, pavement, sidewalks and lighting thereon, at all times in a first-class condition. Notwithstanding anything herein to the contrary, City shall not reconfigure, relocate, enlarge, reduce, or otherwise change the boundaries, curb cuts, or traffic pattern of the Roadway without Sandspur's prior written consent, which consent will not be unreasonably withheld, conditioned or denied. Notwithstanding the forgoing, with any requests to so change the Roadway, City shall provide Sandspur with design and engineering plans and such other information relating to its proposed changes as Sandspur may reasonably request.

3. <u>Utility Easement</u>. City does hereby grant, convey, and warrant to Sandspur and Sandspur's Agents, subject to the terms, conditions and limitations set forth in this Agreement, a non-exclusive easement for construction, installation, use, operation, maintenance, connection, repair, replacement, relocation and removal of underground water, storm water, sanitary sewer, electricity, telephone, natural gas, cable television, and internet lines and facilities, and such other utility infrastructure as may be reasonably necessary or desirable, on, over, under and through the Roadway. Sandspur shall promptly repair any damage to the Roadway and the Property that results from the exercise of any of the foregoing rights by Sandspur or its Agents.

4. <u>Drainage Easements</u>. City does hereby grant, convey, and warrant to Sandspur and Sandspur's Agents, the following:

a. A non-exclusive easement for surface flow drainage of storm water runoff originating from all or any portion of the Hotel Parcel and Parcel D (each as described in <u>Exhibit C</u> hereto) over, on and across the Roadway, as now existing or hereafter located.

A non-exclusive underground drainage easement under the Roadway and b. on, over, under, and upon Parcel E for the use, operation, maintenance, connection, repair, and replacement of those drainage structures, inlets, pipes and related facilities as exist upon, under, at or about the Roadway and Parcel E and may exist thereon from time to time. This easement includes the use of the Storm Pond located on Parcel E, as shown on Exhibit D. The purpose of this easement is to collect storm water runoff from each Parcel and convey such storm water to the Storm Pond. City shall, at its expense, maintain the Storm Pond along with the drainage structures, inlets, pipes and related facilities at or about the Roadway in good condition and repair; however, City reserves for itself the right to alter, reconfigure, remove, and/or relocate the existing Storm Pond on Parcel E and devote that use of Parcel E to another purpose, in its sole discretion, provided that the alteration, reconfiguration, removal and/or relocation of the existing Storm Pond on Parcel E is accomplished at no cost to Sandspur, and provided further that the altered, reconfigured, or relocated Storm Pond shall at all times have sufficient capacity to accept, and shall continue to accept, storm water discharge from the Hotel Parcel and Parcel D as currently improved.

5. <u>Parking Easement</u>. City does hereby grant, convey, and warrant to Sandspur and Sandspur's Agents, subject to the terms, conditions and limitations set forth in this Agreement, a non-exclusive right to use any parking spaces located within the Roadway for parking of motor vehicles, in accordance with applicable law.

Signage Easement. City does hereby grant, convey, and warrant to Sandspur and 6. its Agents, subject to the terms, conditions and limitations set forth in this Agreement, a nonexclusive easement for construction, installation, use, operation, maintenance, connection, repair, replacement, and removal of electrically illuminated monument and/or directional signs in the approximate locations shown on Exhibit E attached hereto and made a part hereof by reference (except as provided below, excluding that area designated as "Relocation Signage"). Any such signage shall be at Sandspur's sole expense and shall be subject to the prior approval of the City of Pensacola's Airport Director for appropriateness, consistency with the Airport's graphics standards, and compliance with City codes. Without limiting the forgoing, City hereby acknowledges and confirms its approval of the signage existing upon the Property as of the Effective Date. If, as, or when City develops Parcel A and or Parcel B, the City will, at its expense, relocate the Hyatt Place monument sign from its location on the Parcel B signage easement area to that "Relocation Signage" area on Parcel A, both as shown in Exhibit E. Removal and relocation shall occur only following and in accordance with the prior written consent of Sandspur, which consent shall not be unreasonably withheld, conditioned or delayed. Upon such relocation, the "Relocation Signage" area shall be subject to this signage easement.

7. <u>Access Easement</u>. City does hereby grant, convey, and warrant to Sandspur and its Agents, subject to the terms, conditions and limitations set forth in this Agreement, a non-exclusive easement for pedestrian and vehicular ingress and egress, on, over, across and through

that portion of the Property identified and depicted in <u>Exhibit F</u> attached hereto and made a part hereof by reference ("Access Easement Area"). It is understood and agreed that, as of the Effective Date, there exists a curb cut, related roadway improvements, and vehicular access point onto 12<sup>th</sup> Avenue within said Access Easement Area, and that the foregoing easement for *vehicular* ingress and egress is expressly limited to such existing curb cut, related roadway improvements, and vehicular access point. Notwithstanding anything herein to the contrary, City shall not reconfigure, relocate, enlarge, reduce, or otherwise change the curb cut, related roadway improvements, or vehicular access point without Sandspur's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed.

8. <u>Easement Areas</u>. Collectively, the portions of the Property subject to the easements described above will be referred to as "Easement Areas".

9. Existing Infrastructure. Each party represents to the other that it has no actual knowledge of the existence on the Removed Parcels (other than within the Roadway or Parcel E) of any utility infrastructure or equipment (including, but not limited to, water, storm water, sanitary sewer, electricity, telephone, natural gas and cable television lines and facilities) (hereinafter collectively referred to as "Unknown Utilities") that serves the Hotel Parcel or Parcel D (as revised and described in Exhibit C). In the event that any Unknown Utilities serving the Hotel Parcel or Parcel D are discovered after the Effective Date, City shall use its best, goodfaith efforts to ensure such infrastructure and equipment be and remain as-located and used, and to record an amendment to this Agreement specifically providing for such continued location and use. Subject to the foregoing, City in its discretion may relocate such Unknown Utilities upon prior written notice to Sandspur provided that there is no material interruption in service to the Hotel Parcel or Parcel D, and City and Sandspur shall share equally in the cost of any such relocation of Unknown Utilities.

10. <u>Obstruction and Use of Easements</u>. Each Party shall each continue to have the right to enjoy and use its respective property for any purpose which does not materially interfere with or prevent the use of the easements granted herein. Except as otherwise provided, the City shall not, and shall not allow any other person or entity to, install, construct, or otherwise create any permanent obstruction on the portion of the Easement Areas that will materially interfere with Sandspur or its Agents' exercise of the rights granted under this Agreement, without Sandspur's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

11. <u>Work</u>. All work performed by or for City or its Agents upon or related to the Roadway shall be performed in such a manner and at such times as will cause a minimum of disruption to the operation of any business in the Property. Any such work shall be performed in a manner that will not interfere with the passage of automobiles and other vehicles through the Roadway (e.g., Roadway excavation shall be performed in stages to permit continuous ingress and egress over at least one traffic lane). Any and all damage to the Roadway or other portions of the Easement Areas in the performance of any work contemplated under this Agreement shall be promptly repaired, and the Roadway and such other damaged portions of the Easement Areas shall be restored to the condition that existed prior to the performance of such work by the Party

responsible for such damage. Any work to be performed under this Agreement shall be done in accordance with applicable laws and in a good and workmanlike manner.

### 12. <u>Additional Covenants</u>.

- a. <u>Landscape Buffer</u>. City hereby covenants and agrees that no improvements shall be located upon the Access Easement Area, other than landscaping improvements and improvements permitted under this Agreement. Notwithstanding the forgoing, City shall keep and maintain such portion of the Property at all times landscaped and otherwise in accordance with the terms of the Ground Lease, as amended by the Lease Amendment.
- b. <u>Development of Parcels A and B</u>. City hereby covenants and agrees that from the Effective Date until July 1, 2030, Parcels A and B (as depicted in <u>Exhibit</u> <u>D</u> attached hereto) shall be utilized in substantial conformity with the site plan attached hereto as <u>Exhibit G</u> and made a part hereof by reference. During the period of development and use in conformity with <u>Exhibit G</u>:
  - i. Parcels A and B shall be used as surface parking, only.
  - ii. No structural improvements shall be located upon the approximately 55-foot-wide portion of the Property adjacent to the 12<sup>th</sup> Avenue right of way and running the length of Parcels A and B, except as may be compatible with the adjacent surface parking facility or with public use of the right-of-way. Notwithstanding the forgoing, City shall keep and maintain such portion of the Property at all times landscaped and otherwise in accordance with the terms of the Ground Lease, as amended by the Lease Amendment.

Following the City's development of Parcel A and Parcel B in accordance with the forgoing, City reserves the right to develop Parcel A, Parcel B and Parcel E as it desires, in its sole discretion, subject in all respects to the terms of this Agreement.

c. <u>Use Restriction</u>. City hereby covenants and agrees that that, for so long as that certain Commercial Ground Sublease dated September 17, 2015 between Sandspur and 2400 Block Airport Blvd, LLC, a Florida limited liability company, as further evidenced by that certain Short Form Commercial Ground Sublease recorded in Book 7407, Page 1564 of the Official Records of Escambia County, Florida, is in full force and effect, and a medical office building is continuously open and operating as a medical office building on Parcel D, then City shall not lease, rent or use any of the Removed Parcels for the following limited uses: (i) the provision or operation of any "Ancillary Medical Care Service or Facility" (as hereinafter defined), (ii) the provision of care and/or services in the following specialties: cardiology, cardiac rehabilitation, sports medicine, orthopedics, pain management, neurology,

obstetrics and gynecology, oncology, endoscopy, gastroenterology, family practice, internal medicine, and primary care, or (iii) the operation of a specialty hospital, or a trauma or urgent care facility ("Limited Prohibited Uses"). The Limited Prohibited Uses shall be strictly and narrowly construed so as to not prohibit all medical related uses on the Removed Parcels.

As used herein, an "Ancillary Medical Care Service or Facility" shall mean and include, any form of testing for diagnostic or therapeutic purposes, provision or operation of a laboratory (including, without limitation, a pathology laboratory or a clinical laboratory), diagnostic imaging services, which include, without limitation, the following testing facilities: fluoroscopy; x-ray; plane film radiography; computerized tomography (CT); ultrasound; radiation therapy; mammography and breast diagnostics; nuclear medicine testing and magnetic resonance imaging (MRI); physical therapy services; and respiratory therapy service.

13. <u>Nature and Assignment of Easements, Covenants, and Rights</u>. During the term of this Agreement, the easements, covenants and other related rights and obligations declared, created, granted and reserved herein shall be appurtenant to and run with the Property. Each instrument conveying, granting, transferring, creating or assigning any interest in all or a part of the Property, shall impose as limitations or restrictions upon the conveyed, transferred or assigned land, the burden of the easements and other rights granted hereunder (whether or not the instrument of conveyance expressly imposes such limitation or restriction).

14. <u>Enforcement</u>. Failure to comply with the provisions of this Agreement shall be grounds for an action by the aggrieved Party and its Agents, and such action may be maintained at the election of the aggrieved Party and its Agents against a non-complying Party. All remedies at law or in equity shall be available to an aggrieved Party and its Agents.

15. <u>Miscellaneous</u>. The conditions, terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The section headings are included only for convenience, and shall not be construed to modify or affect the covenants, terms or provisions of any section. This Agreement and the exhibits herein described set forth the entire agreement of the Parties and shall not be amended or modified except by a written instrument signed by all Parties and expressly stating that it is a modification or an amendment of this Agreement.

16. <u>No Dedication or Joint Venture</u>. Nothing contained herein shall be construed as either creating a dedication or grant of any rights to the public or causing any Party to be a joint venturer or partner of any other Party.

17. <u>Severability</u>. The invalidity or unenforceability of any covenant, condition, term or provision in this Agreement shall not affect the validity and enforceability of any other covenant, condition, term or provision.

18. <u>Duration</u>. This Agreement shall expire and be of no further force and effect upon the expiration or earlier termination of the Ground Lease.

19. Notwithstanding any provision of this Agreement to the contrary, no provision of this Agreement shall be construed or applied in such a manner as to deprive the City of or restrict the City in its inherent authority as a Florida municipality to exercise its municipal authority and responsibility for the benefit of the public health and welfare, including, but not limited to, its power of condemnation and eminent domain.

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed as of the date first set forth above.

### CITY:

### CITY OF PENSACOLA

By:\_\_\_\_\_

Grover Robinson, IV - Mayor

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

Attest:

Ericka Burnett, City Clerk

Approved as To Content:

By:

Airport Director

Legal in Form and Valid as Drawn:

By:

City Attorney

STATE OF FLORIDA COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_, 2020 by \_\_\_\_\_\_\_ as \_\_\_\_\_ of the City of Pensacola, on behalf of said City, who ( ) is personally known to me or who ( ) has produced \_\_\_\_\_\_ and who did not take an oath.

(SEAL)

Notary Public - State of Florida

### "SANDSPUR"

SANDSPUR DEVELOPMENT, LLC, a Florida limited liability company

By: INNISFREE HOTELS, INC., an Alabama corporation, its Manager

By:

Ted Ent, SEO and President

Witnesses: Sign Print Sign Print Chism

(SEAL)

STATE OF FLORIDA COUNTY OF \_\_\_\_\_\_

The foregoing instrument was acknowledged before me this <u>//</u> day of <u>\_\_\_\_\_\_\_</u>, 2020 by Ted Ent as CEO and President of INNISFREE HOTELS, INC., an Alabama corporation as Manager of SANDSPUR DEVELOPMENT, LLC, a Florida limited liability company, on behalf of said company, who (X) is personally known to me or who () has produced \_\_\_\_\_\_\_ and who did not take an oath.



Notary Public - State of Florida

Easement Agreement – Signature Page

### EXHIBIT A

### PROPERTY

Commence at the intersection of the East line of Section 33, Township 1 South, Range 30 West, Escambla County, Florida; and the Eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the West and having a radius of 1330.14 feet; thence go Southerly along said right-of-way line 167,41 feet, said curve has a central angle of 7°12'40", a chord bearing of S22°26'01"W, and a chord distance of 167.30 feet; thence go S02°05'37"E along said Eastern right-of-way line 6.34 feet; thence continue along said right-of-way line, S27°41'37"W 101.15 feet to the Point of Beginning; thence go S60°41'23"E along the West right-of-way line of College Boulevard (right-of-way varies) a distance of 554.90 feet to an intersection with said West right-of-way line and the North right-of-way line of Airport Boulevard (right-of-way varies); thence go S29°19'53"W along said North right-of-way line a distance of 512.13 feet to a point of curvature of a curve to the right having a radius of 466.68 feet; thence go Southwesterly along said curve and right-ofway line a distance of 412.01 feet to a point of tangency, said curve has a central angle of 50°35'00", a chord bearing of S55°57'45"W, and a chord distance of 398.76 feet; thence go S81°16'55"W along said right-of-way line a distance of 113.45 feet; thence go N83°12'14"W along said right-of-way line a distance of 41.36 feet to a point of curvature of a curve to the right having a radius of 350.67 feet; thence go Westerly along said curve and right-of-way line a distance of 144.86 feet to a point of tangency; the aforesald curve has a central angle of 23°40'05", a chord bearing of N71°22'03"W, and a chord distance of 143.83 feet; thence go N57°33'10"W along said right-of-way line a distance of 83.29 feet to a point of curvature of a curve to the right having a radius of 30.00 feet; thence go Northerly along said curve and right-ofway line a distance of 45.50 feet to a point of tangency, said point being on the Easterly right-of-way line of 12th Avenue (right-of-way varies), said curve has a central angle of 86°53'38", a chord bearing of N14°06'21"W, and a chord distance of 41.26 feet; thence go N29°20'28"E along said right-of-way line a distance of 942.70 feet; thence go N77°31'45"E along said right-of-way line a distance of 5.49 feet to the Point of Beginning. The above described parcel of land is a portion of Section 17 and 33, Township 1 South, Range 30 West, Escambia County, Florida; and contains 11.44 acres.

### EXHIBIT B

### **REMOVED PARCELS**

LEGAL DESCRIPTION: Parcel A

Commence at the intersection of the east line of Section 33, Township I South, Range 30 West, Escambla County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next four courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'58" West exist) for a distance of 101.15 feet (101.60 feet exist) to the point of beginning.

Thence South 77 degrees 31'45" West (South 77 degrees 24'43" West exist) for a distance of 5.49 feet (5.50 feet exist); thence South 29 degrees 20'28" West for a distance of 275.21 feet; thence South 60 degrees 39'32" East for a distance of 315.22 feet; thence North 29 degrees 1837" East for a distance of 279.05 feet to the southerly right of way line of College Boulevard (R/W varies); thence North 60 degrees 41'23" West along sold southerly right of way line for a distance of 310.97 feet to the point of beginning.

All lying and being in Sections 17 and 33, Township I South, Range 30 West, Escambia County, Florida. Containing 2.02 acres, more or less.

AND

LEGAL DESCRIPTION: Parcel B

Commence at the intersection of the east line of Section 33, Township I South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1930.14 feet; thence Southerly (this course and the next five courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6:34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'38" West exist) for a distance of 101.15 feet (101.60 feet exist); thence South 77 degrees 31'45" West (South 77 degrees 24'43" West exist) for a distance of 5.49 feet (5.50 feet exist); thence South 29 degrees 20'28" West for a distance of 275.21 feet for the point of beginning.

<sup>-</sup> Thence continue South 29 degrees 20'28" West for a distance of 361.17 feet; thence South 60 degrees 39'32" East for a distance of 315.41 feet; thence North 29 degrees 18'37" East for a distance of 361.17 feet; thence North 60 degrees 39'32" West for a distance of 315.22 feet to the point of beginning.

All lying and baing in Sections 17 and 33, Township | South, Range 30 West, Escambia County, Florida. Containing 2.61 acres, more or less.

AND

#### LEGAL DESCRIPTION: Parcel E

Commence at the Intersection of the east line of Section 33, Township I South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next two courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of OT degrees 12'40", a chord bearing of South 22 degrees 26'0!" West, and a chord distance of 167.30 feet); thence South O2 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'58" West exist) for a distance of 101.15 feet (101.60 feet exist) to the southerly right of way line of College Boulevard (R/W varies); thence South 60 degrees 41'23" East along said southerly right of way line for a distance of 554.90 feet (554.97 feet exist) to the westerly right of way line of Airport Boulevard (R/W varies); thence South 29 degrees 21'25" West exist) (this course and the next three courses along said westerly right of way line) for a distance of 512.13 feet to the point of curvature of a non-tangent circular curve concave to the northwest, having a radius of 466.68 feet and delta angle of 04 degrees 25'34"; thence Southwesterly long said curve for an arc distance of 36,05 feet (chord bearing of South 32 degrees 51'13" West, chord distance of 36,04 feet) for the point of beginning.

Thence continue Southwesterly along said curve for an arc distance of 375.96 feet (chord bearing of South 58 degrees 08'44" West, chord distance of 365.88 feet and delta angle of 46 degrees 09'28") to the point of tangency; thence South 81 degrees 16'55" West (South 81 degrees 17'15" West exist) for a distance of 23.19 feet; thence North 09 degrees 06'23" East for a distance of 72.67 feet to the point of curvature of a circular curve concave to the east, having a radius of 350.00 feet, and delta angle of 20 degrees 12'14"; thence Northeasterly along said curve for an arc distance of 123.42 feet (chord bearing of North 19 degrees 12'30" East, chord distance of 122.78 feet) to the point of tangency; thence North 29 degrees 18'37" East for a distance of 145.77 feet; thence South 60 degrees 40'39" East for a distance of 241.36 feet to the point of beginning.

All lying and being in Sections 17 and 33, Township I South, Range 30 West, Escambla County, Florida. Containing 1.28 acres, more or less.

### AND (the removed portion of the Hotel Parcel)

#### LEGAL DESCRIPTION:

Commence at the Intersection of the East line of Section 33, Township I South, Range 30 West Escambla County, Florida; and the Eastern right of way of 12th Avenue (R/W varies); said right-of way being in a curve concave to the West and having a radius of 1330.14 feet; thence Southerly along said right of way line 167.41 feet, said curve has a central angle of 7°12'40", a chord bearing of South 22°26'01" West, and a chord distance of 167.30 feet; thence South 02°05'37" East along said Eastern right of way line 6.34 feet; thence continue along said right of way line, South 27°41'37" West IOI.15 feet; thence South 60°41'23" East along the West right of way line of College Boulevard (right of way varies) a distance of BIO.97 feet for the point of bealming.

distance of BIO.97 feet for the point of beginning. Thence continue South 60°41'23" East along the said West right of way line a distance of 38.77 feet; thence South 29 degrees 18'37" West for a distance of 215.85 feet to a point on a non-tangent curve, concave to the southwest, having a radius of 77.00 feet, and delta angle of 110 degrees 18'51"; thence Southwesterly along said curve for an arc distance of 148.25 feet (chord bearing of South 29 degrees 18'37" West, chord distance of 126.39 feet); thence South 29 degrees 18'37" West for a distance of 500th 29 degrees 18'37" West for a distance of 88.77 feet; thence North 29 degrees 18'37" East for a distance of 548.05 feet to the point of beaining.

distance of 548.05 feet to the point of beginning. All lying and being in Sections 17 and 33, Township I South, Range 30 West, Escambia County, Florida. Containing 0.56 acres (24175 square feet), more or less.

#### AND (the first removed portion of Parcel D)

#### LEGAL DESCRIPTION:

Commence at the Intersection of the east line of Section 33, Township I South, Range 30 West, Escambla County, Florida, and the eastern right of way of 12th Avenue (R/W varies), said right of way being in a curve concave to the west and having a radius of 1330.14 feet, thence Southerly (this course and the next five courses along said right of way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 1240", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'87" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West [South 27 degrees 38'58" West exist] for a distance of 101.15 feet [101.30 feet exist]; thence South 77 degrees 31'45" West (South 77 degrees 24'43" West exist] for a distance of 5.49 feet (5.50 feet exist], thence South 29 degrees 20'28" West for a distance of 942.70 feet to the point of curvature of a circular curve concave to the northeast, having a radius of 30.00 feet, and delta angle of 86 degrees 55'38" [87 degrees 01'31" exist]; thence Southeasterly along said curve for an arc distance of 45.50 feet [45.57 feet exist], chord distance of 41.26 feet [41.31' exist], chord bearing of South 14 degrees 06'21" East [South 14 degrees 13'32" East exist]) to the point of tangency, said point being on the northerly right of way line of Airport Boulevard (R/W varies); thence South 57 degrees 3310" East [South 57 degrees 30'42" East exist] (this course three courses along said northerly right of way line) for a distance of 83.29 feet [83.38 exist] to the point of curvature of a circular curve concave to the northwest, having a radius of 350.67 feet, and delta angle of 23 degrees 40'05" [23 degrees 39'44" exist]; thence Southeasterly along sald curve for an arc distance of 144,86 feet [144,82' exist] (chord distance of 143,83 feet [143.79 feet exist], chord bearing of South 71 degrees 22'03" East [South 71 degrees 28'35" East exist]) to the point of tangency, thence South 85 degrees 12'14" East (South 83 degrees 13'51" East exist] for a distance of 41,36 feet [41.32 feet exist] to a point of intersection and the point of beginning.

Thence North 81 degrees 1655" East [North 81 degrees 1715" East exist] for a distance of 90.27 feet to the south line of parcel described in Official Record Book 7739 at page 1270 of the public records of said County; thence North 08 degrees 50'04" East (this course and the next three courses along said parcel described in Official Record Book 7739 at page 1270) for a distance of 71.46 feet to the point of curvature of a circular curve concave to the east, having a radius of 357.75 feet, and delta angle of 20 degrees 30'00"; thence Northeasterly along said curve for an arc distance of 128,00 feet (chord distance of 127,32 feet, chord bearing of North 19 degrees 05'04" East) to the point of tangency, thence North 29 degrees 20'04" East for a distance of 51.09 feet, thence North 60 degrees 39'32" West for a distance of 28.28 feet to a point on a circular curve concave to the southeast, having a radius of 464.00 feet and delta angle of 25 degrees 48'45"; thence Southwesterly along said curve for an arc distance of 209.04 feet (chord bearing of South 19 degrees 50'08" West, chord distance of 207.27 feet) to the point of reverse curvature of a circular curve concave to the northwest, having a radius of 69.84 feet and delta angle of 86 degrees 49'41"; thence Southwesterly along sold curve for an arc distance of 105.84 feet (chord bearing of South 49 degrees 13'20" West, chord distance of 96.00 feet); thence South 08 degrees 42'45" East for a distance of 5.39 feet to the point of beginning.

All lying and being in Section 33, Township I South, Range 30 West, Escambla County, Florida. Containing 0.18 acres (1655 square feet), more or less.

### AND (the second removed portion of Parcel D)

LEGAL DESCRIPTION:

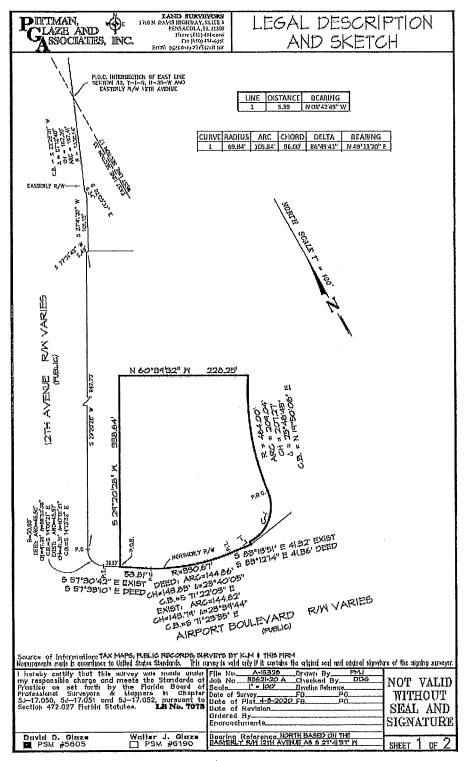
Commence at the intersection of the east line of Section 83, Township | South, Range 30 West, Escambia County, Florida; and the eastern right of way of 12th Avenue (R/W varies); said right of way being in a curve concave to the west and having a radius of 1350.14 feet, thence Southerly (this course and the next five courses along said right of way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.80 feet), thence South 02 degrees 05'37" East for a distance of 6.34 feet, thence South 27 degrees 41'37" West [South 27 degrees 3858" West exist] for a distance of 101.15 feet [10].30 feet exist]; thence South 77 degrees 31'45" West [South 77 degrees 24'43" West exist] for a distance of 5.49 feet [5.50 feet exist]; thence South 29 degrees 20'28" West for a distance of 635.62 feet to the point of beginning.

Thence continue South 29 degrees 20'28" West for a distance of 307.08 feet to the point of curvature of a circular curve concave to the northeast, having a radius of 30.00 feet, and delta angle of 86 degrees 53'38" (87 degrees Ol'31" exist]; thence Southeasterly along sold curve for an arc distance of 45.50 feet (45.57 feet exist), chord distance of 41.26 feet (41.31' exist), chord bearing of South 14 degrees 06'21" East [Gouth 14 degrees 13'32" East exist]) to the point of tangency, said point being on the northerly right of way line of Airport Boulevard (R/W varies); thence South 57 degrees 3310" East [South 57 degrees 30'42" East exist] along said northerly right of way line for a distance of 29.57 Peet; thence North 29 degrees 20'28" East for a distance of 338.64 feet to the northerly line of parcel described in Official Record Book 7739, page 1270 of the public records of said County; thence North 60 degrees 39'32" West along said north line for a distance of 58.00 feet to the point of beginning.

All lying and being in Section 38, Township I South, Range 30 West, Escambia County, Florida. Containing 0.44 acres (19578 square feet), more or less.

### EXHIBIT C

### PARCEL D

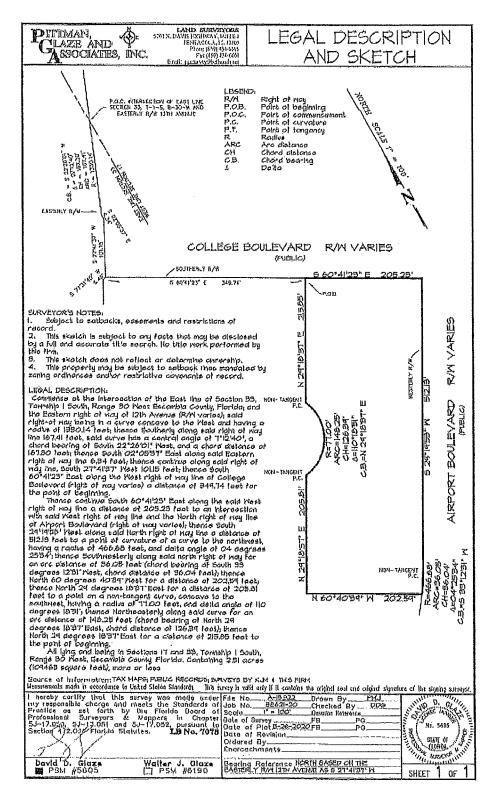


C-1

Commence at the intersection of the east line of Section 33, Torinship I South, Range 30 Nest, Escambia County, Florida, and the eastern right of way of 12th Avenue (R/W varies), said right of way being in a curve concave to the west and having a radius of 1350.14 feet, thence Southerly (this course and the next five courses along said right of way line) for an arc distance of 161.41 feet (delta angle of 07 degrees 1240", a chord bearing of South 22 degrees 26/01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'97" East for a distance of 6.34 feet, thence South 21 degrees 41'97" West for a distance of 101.15 feet; thence South TT degrees 31'45" West for a distance of 5.49 feet; thence South 29 degrees 20'26" West for a distance of 942.70 feet to the point of curvature of a circular curve concave to the northeast, having a radius of 80.00 feet, and delta angle of 86 degrees 5936" [57 degrees 01'31" exist]; thence Southeasterly along said curve for an arc distance of 45.50 feet [45.57 feet exist], chord distance of 41.26 feet [41.31" exist], chord bearing of South 14 degrees 06'21" East [South 14 degrees 13'32" East exist]) to the point of tangency, said point being on the northerly right of way line of Airport Boulevard (R/W varies); thence South 57 degrees 88'10" East [South 57 degrees 80'42" East exist] (this course four courses along said northerly right of way line) for a distance of 29.57 feet for the point of beginning.

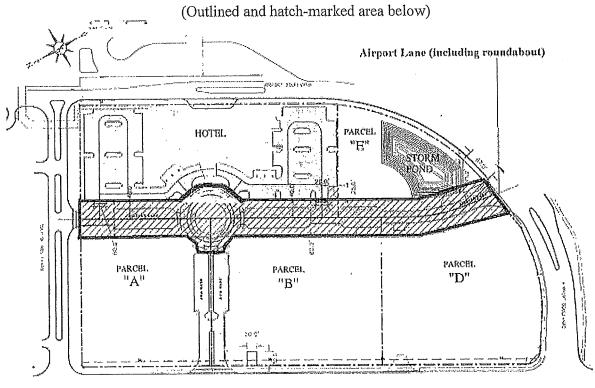
Thence continue South 51 degrees 3310" East [South 57 degrees 30'42" East exist] for a distance of 53.81 feet to the point of curvature of a circular curve concave to the northwest, having a radius of 350.61 feet, and delta angle of 23 degrees 40'05" [23 degrees 39'44" exist]; thence Southeasterly along edid curve for an arc distance of 144.86 feet [144.82' exist] (chord distance of 143.83 feet [143.79 feet exist], chord bearing of South 71 degrees 22'03" East [South 71 degrees 28'35' East exist] to the point of tangency, thence South 88 degrees 12'14" East [South 71 degrees 13'51" East exist] for a distance of 41.36 feet [41.32 feet exist]; thence North 08 degrees 13'51" East exist] for a distance of 41.36 feet [41.32 feet exist]; thence North 08 degrees 42'45' West for a distance of 5.99 feet to a point on a circular curve concave to the northwest, having a radius of 69.84 feet and delta angle of 86 degrees 49'41"; thence Northeasterly along said curve for an arc distance of 105.84 feet (chord bearing of North 44 degrees 15'20" East, chord distance of 46.00 feet) to the point of reverse curvature of a circular curve concave to the southeast, having a radius of 46.00 feet) to the point of reverse curvature of a circular curve concave to the southeast, having a radius of 46.00 feet and delta angle of 25 degrees 48'45', thence Northeasterly along said curve for an arc distance of 209,04 feet (chord bearing of North 19 degrees 50'06" East, chord distance of 207.27 feet), thence North 60 degrees 34'32" West for a distance of 228.25 feet; thence South 24 degrees 20'28" West for a distance of 38.64 feet to the point of beginning.

### HOTEL PARCEL



## EXHIBIT D

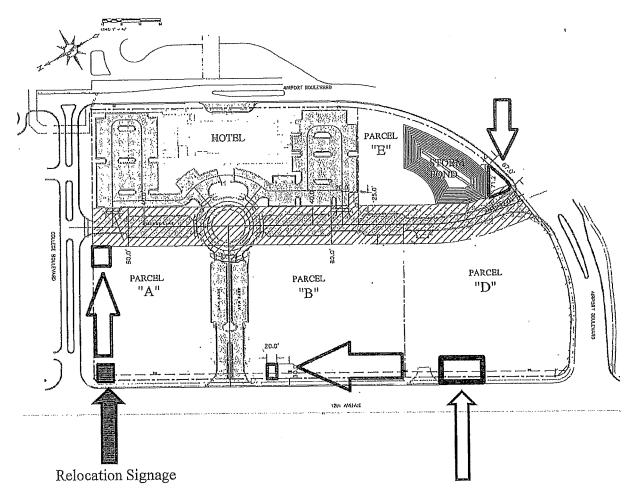
## ROADWAY



Q /1 AM VA

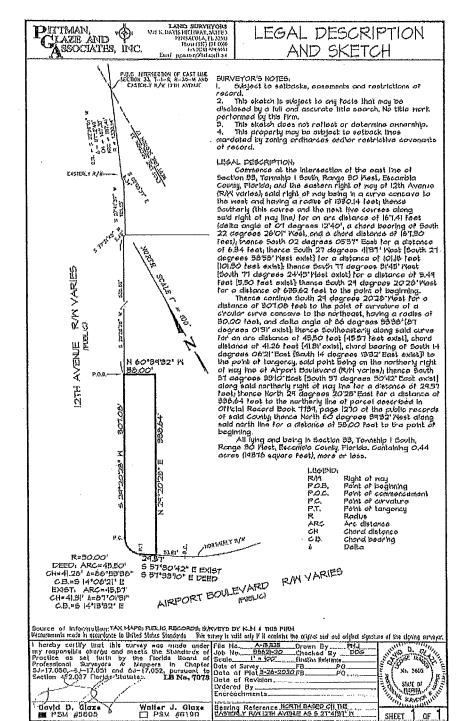
## EXHIBIT E

SANDSPUR SIGNAGE



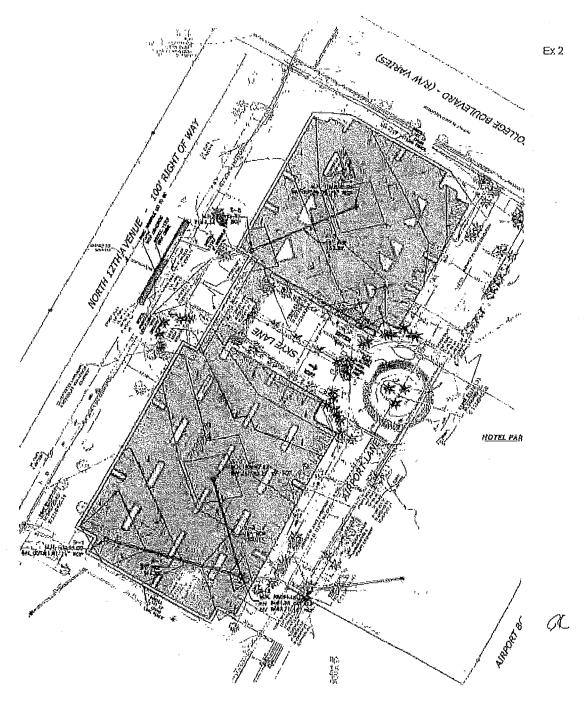
### EXHIBIT F

### ACCESS EASEMENT AREA



## EXHIBIT G

SITE PLAN



City of Pensacola, Florida

## Exhibit 5 – Amendment to Declaration

[Attached.]

This document prepared by and after recording, return to Adam C. Cobb Emmanuel, Sheppard & Condon 30 S. Spring St. Pensacola, FL 32502

### FIRST AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS, BUILDING STANDARDS AND RESTRICTIVE COVENANTS FOR AIRPORT AND 12<sup>TH</sup>

THIS FIRST AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS, BUILDING STANDARDS AND RESTRICTIVE COVENANTS FOR AIRPORT AND 12<sup>TH</sup> (the "Amendment") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by SANDSPUR DEVELOPMENT, LLC, a Florida limited liability company, whose address is 113 Baybridge Park, Gulf Breeze, Florida 32561 ("Declarant"), 2400 BLOCK AIRPORT BLVD, LLC, a Florida limited liability company, whose address is 41 N. Jefferson Street, 4<sup>th</sup> Floor, Pensacola, Florida 32502 ("2400 Block"), and BAPTIST HOSPITAL, INC., a Florida not-for-profit corporation, whose address is 1000 W. Moreno Street, Pensacola, Florida 32501 ("Baptist").

### RECITALS

WHEREAS, Declarant is ground lessee of certain real property in Escambia County, Florida located at or about the Pensacola International Airport, containing approximately 11.44 acres and more particularly described in Exhibit A to the Declaration (defined below) ("Property"), by virtue of that certain Ground Lease and Development Agreement made and entered into between Declarant and the City of Pensacola ("City") and dated November 21, 2008 ("Ground Lease");

WHEREAS, to facilitate the orderly development and operation of the Property, Declarant subjected its leasehold interest in the Property to the terms of that certain Ground Lessee's Declaration of Reciprocal Easements, Building Standards and Restrictive Covenants for Airport and 12<sup>th</sup> dated September 17, 2015, and recorded in Book 7407, Page 1501 of the Official Records of Escambia County, Florida ("Declaration");

WHEREAS, Declarant has developed the Property into five parcels – Hotel Parcel, Parcel A, Parcel B, Parcel D and Parcel E – each as more particularly identified and described in the Declaration;

WHEREAS, 2400 Block has subleased Parcel D from Sandspur, and Baptist has subsubleased Parcel D from 2400 Block;

WHEREAS, Declarant and City have contemporaneously herewith amended the Ground Lease to remove Parcel A, Parcel B Parcel E, a portion of Parcel D, and a portion of the Hotel Parcel (collectively, the "Removed Parcels") therefrom by virtue of that Amendment Number 1 to Ground Lease and Development Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2020 ("Lease Amendment");

WHEREAS, to ensure the continued orderly operation and development of the Property following the Lease Amendment, Declarant and City have contemporaneously herewith entered into that certain Easement Agreement dated the \_\_ day of \_\_\_\_\_\_, 2020, and recorded in Book \_\_\_\_\_\_, Page \_\_\_\_\_\_ of the Official Records of Escambia County (the "Easement Agreement");

WHEREAS, Declarant wishes to amend the Declaration to reflect the removal of the Removed Parcels from the Ground Lease; and

WHEREAS, 2400 Block and Baptist wish to join in this Amendment to evidence their agreement to be bound by the terms hereof.

NOW, THEREFORE, Declarant hereby declares, and 2400 Block and Baptist hereby agree, as follows:

1. The Removed Parcels are hereby removed from and no longer subject to the Declaration. Resultantly, the Hotel Parcel and Parcel D are hereby amended to be and include only the real property depicted and described in <u>Exhibit A</u> attached hereto and made a part hereof by reference. References in the Declaration to the "Property," "Center," and "Parcels" are hereby amended and limited to mean and include the revised Hotel Parcel and Parcel D, only.

2. All covenants, conditions, restrictions, and easements heretofore imposed upon the Removed Parcels by the Declaration are hereby terminated and released.

3. For the avoidance of doubt and without limiting the generality of Section 2 above, the parties hereto expressly acknowledge and agree that all rights and easements for the benefit of the Hotel Parcel and Parcel D in the area designated in the Declaration as "Skye Way" running from the intersection of Skye Way and 12<sup>th</sup> Avenue eastwardly to the Airport Lane roundabout are hereby terminated and released.

4. It is understood and agreed that, by, and as more particularly described in, the Lease Amendment, the City has assumed all maintenance obligations and agreed to keep and maintain all portions of the Property (less and except the revised Hotel Parcel and Parcel D) and all improvements thereupon, in a neat, clean, first-class and aesthetically-pleasing condition. Consequently, Section 14(e) of the Declaration is hereby deleted in its entirety.

5. It is the intent of Declarant that the Declaration be amended and interpreted in all respects to reflect the removal of the Removed Parcels therefrom. In the event of any conflict between or confusion arising from the terms of this Amendment and the Declaration, such conflict and confusion shall be resolved in a manner to carry out the forgoing intent.

6. Capitalized terms not defined herein shall have the meaning ascribed to them in the Declaration.

2

7. Except as expressly modified herein, the terms of the Declaration remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Declarant, 2400 Block, and Baptist have caused this Amendment to be executed on the day, month and year set out above.

### DECLARANT

SANDSPUR DEVELOPMENT, LLC, a Florida limited liability company

By: INNISFREE HOTELS, INC., an Alabama corporation, its Manager

By:

Ted Ent, CEO and President

STATE OF FLORIDA COUNTY OF Janta

The foregoing instrument was acknowledged before me this <u>//</u> day of , 2020 by Ted Ent as CEO and President of INNISFREE HOTELS, INC., an Alabama corporation as Manager of SANDSPUR DEVELOPMENT, LLC, a Florida limited liability company, on behalf of said company, who (x) is personally known to me or who () has produced \_\_\_\_\_\_\_ and who did not take an oath.

**CAROL RUBEN** Commission # GG 260004 Expires December 10, 2022 Bonded Thru Troy Fain Insurance 800-385-7019

(SEAL)

Witnesses:

Sign

Print

Sign:

Print:

Notary Public - State of Florida

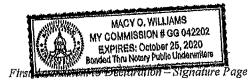
First Amendment to Declaration – Signature Page

2400 BLOCK AIRPORT BLVD, LLC, a Florida limited liability company

By: Print: Cha CEO Title:

Witnesses; Sign: Print: A M.A Willia Sign: Print:

### STATE OF FLORIDA COUNTY OF \_\_\_\_\_



(SEAL) Public - State of Florida

BAPTIST HOSPITAL, INC., a Florida not-for-profit corporation

By: Print: Title:

Witnesses:

Sign Print:

M.A Sight Print:

## STATE OF FLORIDA . COUNTY OF Escamble

The foregoing instrument was acknowledged before me this [57]# day of \_\_\_\_\_\_\_, 2020 by <u>SuffRaynes</u>, as <u>Fue President</u> of BAPTIST HOSPITAL, INC., a Florida not-for-profit corporation, on behalf of said corporation, who () is personally known to me or who () has produced \_\_\_\_\_\_ and who did not take an oath.

(SEAL) Notary Public State of Florida Arles O Wilkins / Commission GG 946028 pires 01/12/2024 My Comn

First Amendment to Declaration – Signature Page

### JOINDER AND CONSENT TO FIRST AMENDMENT TO DECLARATION

KNOW ALL MEN BY THESE PRESENTS, that BancorpSouth Bank, a Mississippi state-chartered bank, as successor by merger to Summit Bank, N.A., (the "Lender"), the owner and holder of that following described mortgage (the "Mortgage") and all related loan and security documents:

Amended and Restated Leasehold Mortgage given by Sandspur Development, LLC, as Mortgagor, to Lender, as Mortgagee, dated September 23, 2016, and recorded at O.R. Book 7603, Page 96 of the public records of Escambia County, Florida

hereby joins in and consents to the terms and conditions of that certain First Amendment to Declaration of Reciprocal Easements, Building Standards and Restrictive Covenants for Airport and 12<sup>th</sup> (the "Amendment to Declaration") made by Sandspur Development, LLC, a Florida limited liability company, as Declarant, to which this joinder is attached, for the purpose of acknowledging its consent to the terms, agreements, covenants, conditions, restrictions and easements of the Amendment to Declaration and the imposition of the same upon the property subject to the Mortgage.

IN WITNESS WHEREOF, the Lender has caused these presents to be executed as of the  $le^{t}$  day of \_\_\_\_\_\_, 2020.

Signed and sealed in the presence of:

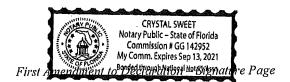
LENDER:

Print Name: Bt-le

BancorpSouth Bank, a Mississippi state-chartered bank Sign: Mc tha Print Nam Its:

STATE OF Florida COUNTY OF Escampin

The foregoing instrument was acknowledged before me the <u>I</u> day of <u>ascommunological and the tender</u> of <u>BancorpSouth Bank</u>, on behalf of said Bank who is personally known to me, or who has produced \_\_\_\_\_\_\_ as identification.



1 Sweet Print Name: Crystal

Notary Public for the State of Florida (NOTARY SEAL)

### JOINDER AND CONSENT TO FIRST AMENDMENT TO DECLARATION

KNOW ALL MEN BY THESE PRESENTS, that Siemens Financial Services, Inc., a Delaware corporation (the "Lender"), the owner and holder of that following described mortgage (the "Mortgage") and all related loan and security documents:

Leasehold Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing given by 2400 Block Airport Blvd, LLC, as Mortgagor, to Lender, as Mortgagee, dated April 20, 2018, and recorded at O.R. Book 7889, Page 341 of the public records of Bscambia County, Florida

hereby joins in and consents to the terms and conditions of that certain First Amendment to Declaration of Reciprocal Easements, Building Standards and Restrictive Covenants for Airport and 12<sup>th</sup> (the "Amendment to Declaration") made by Sandspur Development, LLC, a Florida limited liability company, as Declarant, to which this joinder is attached, for the purpose of acknowledging its consent to the terms, agreements, covenants, conditions, restrictions and easements of the Amendment to Declaration.

IN WITNESS WHEREOF, the Lender has caused these presents to be executed as of the 24 day of 100 cm, 2020.

Sign:

~

Print Name: Its:

Signed and sealed in the presence of:

LENDER:

Siemens Financial Services, Inc., a Delaware corporation

Print Name:

Print Name:

Print Name:

Print Name:

Sign:	
Print Name:	
Its:	

[Additional notary page follows.]

Joinder and Consent to First Amendment to Declaration-Signature Page

### JOINDER AND CONSENT TO FIRST AMENDMENT TO DECLARATION

KNOW ALL MEN BY THESE PRESENTS, that Siemens Financial Services, Inc., a Delaware corporation (the "Lender"), the owner and holder of that following described mortgage (the "Mortgage") and all related loan and security documents:

Leasehold Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing given by 2400 Block Airport Blvd, LLC, as Mortgagor, to Lender, as Mortgagee, dated April 20, 2018, and recorded at O.R. Book 7889, Page 341 of the public records of Escambia County, Florida

hereby joins in and consents to the terms and conditions of that certain First Amendment to Declaration of Reciprocal Easements, Building Standards and Restrictive Covenants for Airport and 12<sup>th</sup> (the "Amendment to Declaration") made by Sandspur Development, LLC, a Florida limited liability company, as Declarant, to which this joinder is attached, for the purpose of acknowledging its consent to the terms, agreements, covenants, conditions, restrictions and easements of the Amendment to Declaration.

IN WITNESS WHEREOF, the Lender has caused these presents to be executed as of the  $\mathcal{A}$  hay of (10), 2020.

Sign;

Its:

Signed and sealed in the
presence of:

LENDER:

Sigmons Financial Services, Inc., a Delaware corporation

Print Name:

Print Name: K

Print Name:	المناو (۱۹۹۵ - ۲۰۰۰ - ۲۰۰۰ - ۲۹۹۵ - ۲۹۹۵ - ۲۹۹۵ - ۲۹۹۵ - ۲۹۹۵ - ۲۹۹۵ - ۲۹۹۵ - ۲۹۹۵ - ۲۹۹۵ - ۲۹۹۵ - ۲۹۹۵ - ۲۹۹۵ ۲۰۰۰ - ۲۹۹۵ - ۲۹۹۵ - ۲۹۹۵ - ۲۹۹۵ - ۲۹۹۵ - ۲۹۹۵ - ۲۹۹۵ - ۲۹۹۵ - ۲۹۹۵ - ۲۹۹۵ - ۲۹۹۵ - ۲۹۹۵ - ۲۹۹۵ - ۲۹۹۵ - ۲۹۹۵ -
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Print Name:	Khinly Drazo

Sign:	Damil OS	
Print Name:	panier o'man	•
Its: - SR	TERMSACION COURDINATON	

Print Name:

[Additional notary page follows.]

Joinder and Consent to First Amendment to Declaration-Signature Page

COUNTY OF <u>Middlest</u> - The foregoing instrument was acknowledged before me the <u>24</u> hay of <u>UNC</u> , 2020, by <u>Middle WAST</u> , as <u>Vice President</u> of Siemens Financial Services, Inc., on behalf of said corporation, who is personally known to me, or who
has producedas identification.
Print Name: Notary Public for the State of (NOTARY SEAL) Nancy Diaz
STATE OF <u>New Jersey</u> COUNTY OF <u>Middleof</u> State of New Jersey My Commission Expires: 2/28/2022
The foregoing instrument was acknowledged before me <u>Commission #aay98742</u> <u>JUAE 24</u> , 2020, by <u>DANIELO As a for the commission #aay98742</u> Financial Services, Inc., on behalf of said corporation, who is personally known to me, or who
has producedas identification.
Notary Public for the State of ( (NOTARY SEAL) Joinder and Consent to First Amendment to Declaration-SignaturePage State of New Jorsey My Commission Expires: 2/28/2022
Commission.#: 2198742

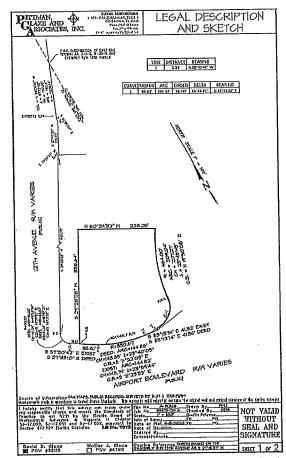
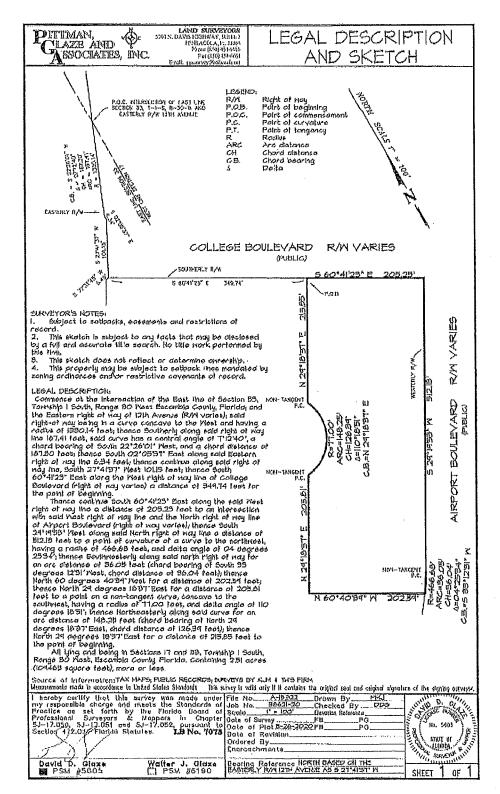


EXHIBIT A Revised Parcel D

Commence at the Intersection of the edst line of Section 39, Torinship I South, Range 30 West, Escarbia County, Florida; and the eastern right of way of 12th Avenue (R/W varies); said right of way being in a curve concave to the west and having a radius of 1380.14 feet; thence Southerly (this course and the next five courses along sold right of way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 1240", a chord bearing of South 22 degrees 26/01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'97" East for a distance of 6.84 feet; thence South 27 degrees 41'97" West for a distance of 101.15 feet; thence South 17 degrees 31'45" West for a distance of 5.44 feet; thence South 27 degrees 20'28" West for a distance of 442.70 feet to the point of curvature of a circular curve concave to the northeast, having a radius of 80.00 feet, and delta angle of 86 degrees 33'36' [67 degrees 01'3]" exist], chord distance of 41.26 feet [41.51' exist], chord bearing of South 45.50 feet [45.57 feet exist], chord distance of 41.26 feet [41.51' exist], chord bearing of South 45.50 feet [45.57 feet exist], chord distance of 41.26 feet [41.51' exist], chord bearing of South 14 degrees 06'21" East [South 14 degrees 13'32" East exist]) to the point of tangency, said point being on the northerity right of way line of Almort Boulevard (R/W varies), thence South 57 degrees 83'10" East [South 57 degrees 30'42" East exist] (this course four courses along said northerly right of way line) for a distance of 24.57 feet for the point of beginning. Thence continue South 57 degrees 33'10" East [South 57 degrees 90'42" East exist] for a distance of 53.81 feet to the point of curvature of a circular curve corcave to the northwest, having a radius of 350.61 feet, and delta angle of 26 degrees 40'05' [28 degrees 39'44" availations of 350.61 feet, and delta angle of 29 degrees 40'05' [28 degrees 39'44"

Thence continue bouth 51 degrees 33'10" East [South 57 degrees 30'42" East exist; for a distance of 53,61 feet to the point of curvature of a circular curve concave to the northwest, having a radius of 350,67 feet, and delta angle of 25 degrees 40'05' [23 degrees 39'44" exist; thence 5outhedsterily along said curve for an arc distance of 144,86 feet [144,82' exist] (chord distance of 143,83 feet [143,19 feet exist] chord bearing of South 71 degrees 22'03' East [South 71 degrees 28'85' East exist] to the point of tangency; theree 5outh 83 degrees [214" East [South 83 degrees [35'1]' East exist] for a distance of 41,36 feet [41,32 feet exist]; thence North 06 degrees 42'45' West for a distance of 5,89 feet to a point on a circular curve concave to the northwest, having a radius of 69,84 feet and delta angle of 86 degrees 44'41", thence Northeesterily along said curve for an arc distance of 105,84 feet (chord bearing of North 49 degrees [3'20" East, chord distance of 46,00 feet) to the point of reverse curvature of a circular curve concave to the southeast, having a radius of 464,00 feet) to the point of reverse curvature of a circular curve concave to the southeast, having a radius of 464,00 feet) and and bearing of North 49 degrees [3'20" East, chord distance of 46,00 feet) to the point of reverse curvature of a circular curve concave to the southeast, having a radius of 464,00 feet and delta angle of 25 degrees 48'45', thence Northeasterily along said curve for an arc distance of 209,04 feet (chord bearing of North 19 degrees 50'08" East, chord distance of 201,21 feet), there North 60 degrees 34'32" West for a distance of 220,25 feet; thence South 24 degrees 20'28" West for a distance of 336,64 feet to the point of beginning.

### **Revised Hotel Parcel**



City of Pensacola, Florida

# Exhibit 6 – Amendment to Memorandum of Ground Lease

[Attached.]

This document prepared by and after recording, return to Adam C. Cobb Emmanuel, Sheppard & Condon 30 S. Spring St. Pensacola, FL 32502

### FIRST AMENDMENT TO MEMORANDUM OF GROUND LEASE

THIS FIRST AMENDMENT TO MEMORANDUM OF GROUND LEASE (the "Amendment") is entered into as of this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2020, by and between the CITY OF PENSACOLA, a municipal corporation organized under the laws of the State of Florida, whose address is 222 W. Main Street, Pensacola, Florida 32502 ("City") and SANDSPUR DEVELOPMENT, LLC, a Florida limited liability company, whose address is 113 Baybridge Park, Gulf Breeze, Florida 32561 ("Lessee").

### WITNESSETH:

A. City and Lessee are parties to that certain Ground Lease and Development Agreement dated November 21, 2008, for certain real property located within the Pensacola International Airport ("Ground Lease");

B. The Ground Lease is evidenced by that certain Memorandum of Ground Lease entered into by and between City and Lessee, dated November 21, 2008 and recorded in O.R. Book 6399, Page 1054 of the public records of Escambia County, Florida ("Memorandum");

C. The Ground Lease has been amended by virtue of that Amendment Number 1 to Ground Lease and Development Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_\_, 2020, ("Ground Lease Amendment") to reflect, among other things, updates to the Premises/Leased Premises (as defined in said Ground Lease), and this Amendment is being entered into to reflect such updates.

**NOW, THEREFORE,** for and in consideration of ten dollars (\$10.00) and the mutual covenants contained in this Amendment and in the Ground Lease, City and Lessee hereby amend the Memorandum as follows:

1. Exhibit A to the Memorandum is hereby deleted in its entirety and replaced with Exhibit A attached hereto and made a part hereof by reference.

2. Lessee and Lessor acknowledge and agree that the Date of Beneficial Occupancy under the Ground Lease is April 10, 2013.

3. For the avoidance of doubt, by virtue of the Ground Lease Amendment, the parcels of real estate described in Exhibit B attached hereto and made a part hereof by reference (collectively, the "Removed Parcels"), have been removed from, and are no longer subject to, the Ground Lease.

4. City has covenanted and agreed that that, for so long as that certain Commercial Ground Sublease dated September 17, 2015 between Lessee and 2400 Block Airport Blvd, LLC, a Florida limited liability company, as further evidenced by that certain Short Form Commercial Ground Sublease recorded in Book 7407, Page 1564 of the Official Records of Escambia County, Florida, is in full force and effect, and a medical office building is continuously open and operating as a medical office building on Parcel D, then City shall not lease, rent or use any of the Removed Parcels for the following limited uses: (i) the provision or operation of any "Ancillary Medical Care Service or Facility" (as hereinafter defined), (ii) the provision of care and/or services in the following specialties: cardiology, cardiac rehabilitation, sports medicine, orthopedics, pain management, neurology, obstetrics and gynecology, oncology, endoscopy, gastroenterology, family practice, internal medicine, and primary care, or (iii) the operation of a specialty hospital, or a trauma or urgent care facility ("Limited Prohibited Uses"). The Limited Prohibited Uses shall be strictly and narrowly construed so as to not prohibit all medical related uses on the Removed Parcels.

5. As used herein, an "Ancillary Medical Care Service or Facility" shall mean and include, any form of testing for diagnostic or therapeutic purposes, provision or operation of a laboratory (including, without limitation, a pathology laboratory or a clinical laboratory), diagnostic imaging services, which include, without limitation, the following testing facilities: fluoroscopy; x-ray; plane film radiography; computerized tomography (CT); ultrasound; radiation therapy; mammography and breast diagnostics; nuclear medicine testing and magnetic resonance imaging (MRI); physical therapy services; and respiratory therapy service.

6. Capitalized terms not defined herein shall have the meaning ascribed to them in the Memorandum.

7. Except as expressly modified herein, the terms of the Memorandum remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Lessee and City have caused this First Amendment to Memorandum of Ground Lease to be executed on the day, month and year set out above.

LESSEE

SANDSPUR DEVELOPMENT, LLC, a Florida limited liability company

By: INNISFREE HOTELS, INC., an Alabama corporation, its Manager

Ĺ By: Ted Ent, CEO and President

Witnesses: Sign Sign

STATE OF FLORIDA COUNTY OF usa

The foregoing instrument was acknowledged before me this <u>//</u> day of <u>UAC</u>, 2020 by Ted Ent as CEO and President of INNISFREE HOTELS, INC., an Alabama corporation as Manager of SANDSPUR DEVELOPMENT, LLC, a Florida limited liability company, on behalf of said company, who W is personally known to me or who () has produced <u>and who did not take an oath.</u>

CAROL RUBEN Commission # GG 260004 Expires December 10, 2022 Bonded Thru Troy Fain Insurance 800-385-7019

(SEAL) Notary Public - State of Florida

Totaly I dono Blaco of Plot

First Amendment to Memorandum of Ground Lease – Signature Page

CITY:

### CITY OF PENSACOLA

By:\_\_\_\_\_

Grover Robinson, IV - Mayor

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

Attest:

Ericka Burnett, City Clerk

Approved as To Content:

By: Airport Director

Legal in Form and Valid as Drawn:

By:

City Attorney

STATE OF FLORIDA COUNTY OF

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_, 2020 by \_\_\_\_\_\_\_ as \_\_\_\_\_ of the City of Pensacola, on behalf of said City, who () is personally known to me or who () has produced \_\_\_\_\_\_ and who did not take an oath.

......

(SEAL) Notary Public - State of Florida

First Amendment to Memorandum of Ground Lease – Signature Page

#### EXHIBIT "A"

Commence at the Intersection of the east line of Section 33, Township I South, Range 30 West, Escambia County, Florida; and the eastern right of way of 12th Avenue (R/N varies); said right of way being in a curve concave to the west and having a radius of I380.14 feet; thence Southerly (this course and the next five courses along said right of way line) for an arc distance of I67.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'0!" West, and a chord distance of 167.30 feet); therce South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 21 degrees 41'37" West for a distance of 101.15 feet; thence South 71 degrees 31'45" West for a distance of 5.44 feet; thence South 29 degrees 20'28" West for a distance of 442.70 feet to the point of curvature of a circular curve concave to the northeast, having a radius of 80.00 feet, and delta angle of 86 degrees 53'86' [87 degrees 01'31" exist], thence Southeasterly along said curve for an arc distance of 45.50 feet [45.51 feet exist], chord distance of 41.26 feet [41.31' exist], chord bearing of South 14 degrees 06'21" East [South 14 degrees 13'32" East exist]) to the point of tangency, edid point being on the northerly right of way line of Airport Boulevard (R/W varies); thence South 57 degrees 33'10" East [South 14 degrees 30'42" East exist] (this course four courses along said northerly right of way line) for a distance of 24.57 feet for the point of beginning;

Thence continue Bouth 51 degrees 33'10" East [South 57 degrees 30'42" East exist] for a distance of 53.8) feet to the point of curvature of a circular curve concave to the northwest, having a radius of 350.67 feet, and delta angle of 23 degrees 40'05' [23 degrees 34'44" exist]; thence Southeasterly along said curve for an arc distance of 144.86 feet [144.82' exist] (chord distance of 143.83 feet [143.79 feet exist], chord bearing of South 71 degrees 22'03' East [South 71 degrees 23'85' East exist]) to the point of tangency, thence South 88 degrees 12'14" East [South 83 degrees 13'51" East exist] for a distance of 41.36 feet [41.32 feet exist]), thence North 08 degrees 42'45' West for a distance of 5.39 feet to a point on a circular curve concave to the northwest, having a radius of 69.84 feet and delta angle of 86 degrees 49'4'''; thence Northeasterly along said curve for an arc distance of 105.84 feet (chord bearing of North 49 degrees 13'20" East, chord distance of 96.00 feet) to the point of reverse curvature of a circular curve concave to the southeast, having a radius of 40.00 feet) to the point of reverse curvature of a circular curve concave to the southeast, having a radius of 40.00 feet) to the point of reverse curvature of a circular curve concave to the southeast, having a radius of 40.00 feet) to the point of reverse curvature of a circular curve concave to the southeast, having a radius of 40.00 feet) and delta angle of 25 degrees 48'45'; thence Northeasterly along said curve for an arc distance of 201.27 feet), thence North 60 degrees 39'32" West for a distance of 228.25 feet; thence South 29 degrees 30'20" East, chord distance of 228.25 feet; thence South 29 degrees 20'28" West for a distance of 368.64 feet to the point of beginning.

AND

#### LEGAL DESCRIPTION:

Commence at the intersection of the East line of Section 83, Township I South, Range SO West Escambla County, Florida, and the Eastern right of way of 12th Avenue (R/N varies); said right-of way being in a curve concave to the West and having a radius of 1850.14 feet, thence Southerly along said right of way line 167.41 feet, said curve has a central angle of  $7^{\circ}12^{1}40^{\circ}$ , a chord bearing of South  $22^{\circ}26^{\circ}01^{\circ}$  West, and a chord distance of 167.30 feet, thence South  $02^{\circ}05^{\circ}37^{\circ}$  East along said Eastern right of way line 6.34 feet; thence continue along said right of way line, South  $27^{\circ}41^{\circ}37^{\circ}$  West IOI.15 feet; thence South  $60^{\circ}41^{\circ}28^{\circ}$  East along the West right of way line of College Boulevard (right of way varies) a distance of 349.74 feet for the point of beginning.

Thence continue South 60°41'23" East along the said West right of way line a distance of 205,28 feet to an intersection with said West right of way line and the North right of way line of Airport Boulevard (right of way varies); thence South 29°19'53" West along said North right of way line a distance of 512.13 feet to a point of curvature of a curve to the northwest, having a radius of 466.68 feet, and delta angle of 04 degrees 25'34"; thence Southwesterly along said north right of way for an arc distance of 36.05 feet (chord bearing of 300th 33 degrees 12'31" West, chord distance of 36.04 feet); thence North 60 degrees 40'39" West for a distance of 202.59 feet; thence North 29 degrees 18'37" East for a distance of 205,81 feet to a point on a non-tangent curve, concave to the southwest, having a radius of 77.00 feet, and delta angle of 110 degrees 18'31", thence Northeasterly along said curve for an arc distance of 148.25 feet (chord bearing of North 29 degrees 18'31", thence Northeasterly along sold curve for an arc distance of 148.25 feet (chord bearing of North 29 degrees 18'37" East, chord distance of 126.39 feet); thence North 29 degrees 18'37" East for a distance of 215,85 feet to the point of beginning.

All lying and being in Sections 17 and 83, Township I South, Range 30 West, Escambla County, Florida. Containing 2.51 acres (109463 square feet), more or less.

#### **EXHIBIT "B"**

#### **Removed Parcels**

#### LEGAL DESCRIPTION: Parcel A

Commence at the intersection of the east line of Section 33, Township I South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1390.14 feet; thence Southerly (this course and the next four courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'58" West exist) for a distance of 101.15 feet (101.60 feet exist) to the point of beginning. Thence South 77 degrees 31'45" West (South 77 degrees 24'43" West exist) for a distance of

Thence South 77 degrees 31'45" West (South 77 degrees 24'43" West exist) for a distance of 5.49 feet (5.50 feet exist); thence South 29 degrees 20'28" West for a distance of 275.21 feet; thence South 60 degrees 39'32" East for a distance of 315.22 feet; thence North 29 degrees 18'37" East for a distance of 279.05 feet to the southerly right of way line of College Boulevard (R/W varies); thence North 60 degrees 41'23" West along said southerly right of way line for a distance of 310.97 feet to the point of beginning.

All lying and being in Sections 17 and 33, Township I South, Range 30 West, Escambla County, Florida. Containing 2.02 acres, more or less.

#### AND

#### LEGAL DESCRIPTION: Parcel B

Commence at the Intersection of the east line of Section 33, Township I South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet, thence Southerly (this course and the next five courses along said right-of-way line) for an arc distance of 167.41 feet (deita angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'58" West exist) for a distance of 101.15 feet (101.60 feet exist); thence South 77 degrees 31'45" West (South 77 degrees 24'43" West exist) for a distance of 5.49 feet (5.50 feet exist); thence South 29 degrees 20'28" West for a distance of 275.21 feet for the point of beginning.

Thence continue South 29 degrees 20'28" West for a distance of 361.17 feet; thence South 60 degrees 39'32" East for a distance of 315.41 feet; thence North 29 degrees 18'37" East for a distance of 361.17 feet; thence North 60 degrees 39'32" West for a distance of 315.22 feet to the point of beginning.

All lying and being in Sections 17 and 33, Township I South, Range 30 West, Escambia County, Florida. Containing 2.61 acres, more or less.

AND

B-1

LEGAL DESCRIPTION: Parcel E

Commence at the Intersection of the east line of Section 33, Township I South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1830.14 feet; thence Southerly (this course and the next two courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of O7 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South O2 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'58" West exist) for a distance of 101.15 feet (101.60 feet exist) to the southerly right of way line of College Boulevard (R/W varies); thence South 60 degrees 41'23" East along said southerly right of way line for a distance of 554.90 feet (554.97 feet exist) to the westerly right of way line of Airport Boulevard (R/W varies); thence South 29 degrees 21'25" West exist) (this course and the next three courses along said westerly right of way line) for a distance of 512.13 feet to the point of curvature of a non-tangent circular curve concave to the northwest, having a radius of 466.68 feet and delta angle of O4 degrees 25'34", thence Southwesterly long said curve for an arc distance of 86.05 feet (chord bearing of South 32 degrees 51'13" West, chord distance of 36.04 feet) for the point of beginning.

Thence continue Southwesterly along said curve for an arc distance of 375.96 feet (chord bearing of South 58 degrees 08'44" West, chord distance of 365.88 feet and deita angle of 46 degrees 09'28") to the point of tangency; thence South 81 degrees 16'55" West (South 81 degrees 17'15" West exist) for a distance of 23.19 feet; thence North 09 degrees 06'23" East for a distance of 72.67 feet to the point of curvature of a circular curve concave to the east, having a radius of 350.00 feet, and delta angle of 20 degrees 12'14", thence Northeasterly along said curve for an arc distance of 123.42 feet (chord bearing of North 19 degrees 12'30" East, chord distance of 122.78 feet) to the point of tangency; thence North 29 degrees 18'37" East for a distance of 145.77 feet; thence South 60 degrees 40'39" East for a distance of 241.36 feet to the point of beginning.

All lying and being in Sections 17 and 33, Township I South, Range 30 West, Escambia County, Florida. Containing 1.28 acres, more or less.

#### AND (the removed portion of the Hotel Parcel)

#### LEGAL DESCRIPTION.

Commence at the intersection of the East line of Section 83, Township I South, Range 30 West Escambla County, Florida; and the Eastern right of way of 12th Avenue (R/W varies); said right-of way being in a curve concave to the West and having a radius of 1330.14 feet; thence Southerly along said right of way line 167.41 feet, said curve has a central angle of 7°12'40", a chord bearing of South 22°26'01" West, and a chord distance of 167.30 feet; thence South 02°05'37" East along said Eastern right of way line 6.34 feet; thence continue along said right of way line, South 27°41'37" West IOI.15 feet; thence South 60°41'23" East along the West right of way line of college Boulevard (right of way varies) a distance of 310.97 feet for the point of beginning. Thence continue South 60°41'23" East along the said

Thence continue South 60°41'23" East along the said West right of way line a distance of 38.77 feet; thence South 29 degrees 18'37" West for a distance of 215.85 feet to a point on a non-tangent curve, concave to the southwest, having a radius of 77.00 feet, and delta angle of 110 degrees 18'51"; thence Southwesterly along said curve for an arc distance of 148.25 feet (chord bearing of South 29 degrees 18'37" West, chord distance of 126.39 feet), thence South 29 degrees 18'37" West for a distance of 205.81 feet; thence North 60 degrees 40'39" West for a distance of 38.77 feet; thence North 29 degrees 18'37" East for a distance of 548.05 feet to the point of beginning.

All lying and being in Sections 17 and 33, Township I South, Range 30 West, Escambla County, Florida. Containing 0.56 acres (24175 square feet), more or less.

#### AND (the first removed portion of Parcel D)

LEGAL DESCRIPTION

Commence at the Intersection of the east line of Section 33, Township 1 South, Range 30 Nest, Escambia County, Florida; and the eastern right of way of 12th Avenue (R/W varies), said right of way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next five courses along said right of way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 1240", a chord bearing of South 22 degrees 26'0!" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West [South 27 degrees 38'58"West exist] for a distance of 101.15 feet (101.80 feet exist); thence South 77 degrees 31'45" West [South 77 degrees 24'43" West exist] for a distance of 5.49 feet [5.50 feet exist], thence South 29 degrees 20'28' West for a distance of 942.70 feet to the point of curvature of a circular curve concave to the northeast, having a radius of 30.00 feet, and delta angle of 86 degrees 5338"[87 degrees Ol'31" exist]; thence Southeasterly along sold curve for an arc distance of 45.50 feet [45.57 feet exist], chord distance of 41.26 feet [41.81' exist], chord bearing of South 14 degrees 06'21" East [South 14 degrees 13'82" East exist]) to the point of tangency, said point being on the northerly right of way line of Airport Boulevard (R/W varies); thence South 57 degrees 3310" East [South 57 degrees 30'42" East exist] (this course three courses along said northerly right of way line) for a distance of 83.29 feet [83.38' exist] to the point of curvature of a circular curve concave to the northwest, having a radius of 350.67 feet, and delta angle of 23 degrees 40'05" [23 degrees 39'44° exist]; thence Southeasterly along said curve for an arc distance of 144,86 feet [144,82' exist] (chord distance of 148,83 feet [143.79 feet exist], chord bearing of South 71 degrees 22'03" East (South 71 degrees 2335"East exist]) to the point of tangency, thence South 83 degrees 12'14"East (South 83 degrees 1351" East exist] for a distance of 41.36 feet [41.82 feet exist] to a point of intersection and the point of beginning.

Thence North 81 degrees 16'55' East [North 81 degrees 17'15" East exist] for a distance of 90.27 feet to the south line of parcel described in Official Record Book 7739 at page 1270 of the public records of said County; thence North 08 degrees 50'04" East (this course and the next three courses along said parcel described in Official Record Book 7739 at page 1270) for a distance of 71.46 feet to the point of curvature of a circular curve concave to the east, having a radius of 357.75 feet, and delta angle of 20 degrees 50'00"; thence Northeasterly along said curve for an arc distance of 128.00 feet (chord distance of 127.32 feet, chord bearing of North 19 degrees 05'04" East) to the point of tangency; thence North 29 degrees 20'04" East for a distance of 51.09 feet; thence North 60 degrees 39'32" West for a distance of 28.28 feet to a point on a circular curve concave to the southwesterly along said curve for an arc distance of 55 degrees 48'45"; thence Southwesterly along said curve for an arc distance of south 19 degrees 50'08" West, chord distance of 207.27 feet) to the point of reverse curvature of a circular curve concave to the northwest, having a radius of 454.00 feet (chord bearing of South 19 degrees 50'08" West, chord distance of 207.27 feet) to the point of reverse curvature of a circular curve concave to the northwest, having a radius of 69.84 feet and delta angle of 50.46 feet (chord bearing of South 19 degrees 49'41"; thence Southwesterly along said curve for an arc distance of 105.84 feet (chord bearing of South 44 degrees 13'20" West, chord distance of 96.00 feet); thence South 08 degrees 42'45" East for a distance of 5.39 feet to the point of beginning.

All lying and being in Section 33, Township I South, Range 30 West, Escambia County, Florida. Containing 0.18 acres (7655 square feet), more or less.

AND (the second removed portion of Parcel D)

LEGAL DESCRIPTION.

Commence at the intersection of the east line of Section 83, Township I South, Range 30 West, Escambla County, Florida; and the eastern right of way of 12th Avenue (R/W varies); said right of way being in a curve concave to the west and having a radius of 1350.14 feet, thence Southerly (this course and the next five courses along said right of way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet), thence South 02 degrees 05'57" East for a distance of 6.34 feet, thence South 27 degrees 41'37" West [South 27 degrees 3858" West exist] for a distance of 101.15 feet [10].30 feet exist]; thence South TT degrees 31'45" West [South 77 degrees 24'43" West exist] for a distance of 5.49 feet [5.50 feet exist]; thence South 29 degrees 20'28" West for a distance of 635.62 feet to the point of beginning.

Thence continue South 29 degrees 20'28" West for a distance of 307.08 feet to the point of curvature of a circular curve concave to the northeast, having a radius of 30.00 feet, and delta angle of 86 degrees 53'38"[87 degrees Ol'31" exist); thence Southeasterly along said curve for an arc distance of 45.50 feet (45.57 feet exist), chord distance of 41.26 feet [41.31' exist], chord bearing of South 14 degrees 06'21" East [South 14 degrees 13'32" East exist]) to the point of tangency, said point being on the northerly right of way line of Airport Boulevard (R/W varies); thence South 57 degrees 3310" East [South 57 degrees 30'42" East exist] along said northerly right of way line for a distance of 29.57 Peet, thence North 29 degrees 20'28" East for a distance of 338.64 feet to the northerly line of parcel described in Official Record Book 7739, page 1270 of the public records of said County, thence North 60 degrees 39'32" West along sald north line for a distance of 58.00 feet to the point of beginning.

All Jying and being in Section 38, Township I South, Range 30 West, Escambia County, Florida, Containing 0.44 acres (19578 square feet), more or less.

## JOINDER AND CONSENT TO FIRST AMENDMENT TO MEMORANDUM OF GROUND LEASE

KNOW ALL MEN BY THESE PRESENTS, that BancorpSouth Bank, a Mississippi state-chartered bank, as successor by merger to Summit Bank, N.A., (the "Lender"), the owner and holder of that following described mortgage (the "Mortgage") and all related loan and security documents:

Amended and Restated Leasehold Mortgage given by Sandspur Development, LLC, as Mortgagor, to Lender, as Mortgagee, dated September 23, 2016, and recorded at O.R. Book 7603, Page 96 of the public records of Escambia County, Florida

hereby joins in and consents to the terms and conditions of that certain First Amendment to Memorandum of Ground Lease (the "Amendment to Memorandum") made by Sandspur Development, LLC, a Florida limited liability company, and the City of Pensacola, a municipal corporation organized under the laws of the State of Florida, to which this joinder is attached, for the purpose of acknowledging its consent to the terms, agreements, covenants, conditions, restrictions and easements of the Amendment to Memorandum.

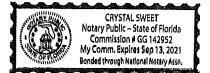
IN WITNESS WHEREOF, the Lender has caused these presents to be executed as of the /// "day of \_\_\_\_\_\_, 2020.

Signed and sealed in the presence of:

Print Name:

LENDER:

STATE OF Jurida COUNTY OF Escampia The foregoing instrument was acknowledged before me the <u>ll</u> day of <u>sume</u>, 2020, by <u>om's F Mc mahan</u>, as <u>Community Puside</u> of BancorpSouth Bank, on behalf of said Bank, who is personally known to the, or who has produced \_\_\_\_\_\_\_\_ as identification.



Jamel Mstall

Notary Public for the State of Florida (NOTARY SEAL)

First Amendment to Memorandum of Ground Lease - Signature Page

City of Pensacola, Florida

## **Exhibit 7 – Amendment to Memorandum of Sublease**

[Attached.]

/

This document prepared by and after recording, return to Adam C. Cobb Emmanuel, Sheppard & Condon 30 S. Spring St. Pensacola, FL 32502 Our File No: 04750-132259

#### SECOND AMENDED SHORT FORM COMMERCIAL GROUND SUBLEASE

THIS SECOND AMENDED SHORT FORM COMMERCIAL GROUND SUBLEASE (the "Second Amended Short Form Lease") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_\_, 2020, by and between SANDSPUR DEVELOPMENT, LLC, a Florida limited liability company, whose address is 113 Baybridge Park, Gulf Breeze, Florida 32561 ("Lessor"), and 2400 BLOCK AIRPORT BLVD, LLC, a Florida limited liability company, whose address is 41 N. Jefferson Street, 4<sup>th</sup> Floor, Pensacola, Florida 32502 ("Lessee").

## WITNESSETH:

A. Lessor is the ground lessee of that certain real property (the "Property") located in Escambia County, Florida pursuant to that certain Ground Lease and Development Agreement made and entered into by and between The City of Pensacola, a municipal corporation organized under the laws of the State of Florida (the "City"), and Lessor, dated November 21, 2008, as evidenced by that certain Memorandum of Ground Lease entered into by and between The City and Lessor, dated November 21, 2008 and recorded in O.R. Book 6399, Page 1054 of the public records of Escambia County, Florida (with said Ground Lease and Development Agreement and the Memorandum of Ground Lease, as the same may be amended, modified, extended, renewed and replaced, from time to time, are hereinafter referred to as the "Ground Lease").

B. Lessor and Lessee entered into a Commercial Ground Sublease dated September 17, 2015 (the "Commencement Date"), as amended by that First Amendment to Commercial Ground Sublease effective June 14, 2017 (collectively, the "Lease") for a portion of the Property located in the Center, and recorded a corresponding Short Form Commercial Ground Sublease in Book 7407, Page 1564 and Amended Short Form Commercial Ground Sublease in Book 7739, Page 1270 of the Official Records of Escambia County, Florida, to provide record notice of the Lease and the terms and conditions contained in the Lease.

C. The Lease has been amended by virtue of that Second Amendment to Commercial Ground Sublease dated the \_\_\_\_\_ day of \_\_\_\_\_\_, 2020, to, among other things, reflect updates to the Lease Term and Leased Premises (both as defined in said Lease), and this Second Amended Short Form Lease is being entered into to reflect such updates.

**NOW, THEREFORE,** for and in consideration of ten dollars (\$10.00) and the mutual covenants contained in this Second Amended Short Form Lease and in the Lease, Lessor and Lessee hereby agree as follows:

1

1. <u>Leased Premises</u>. Effective as of the Commencement Date, Lessor subleases to Lessee, and Lessee subleases from Lessor, on the terms and conditions of this Lease, the parcel of land known as Parcel "D" located in Escambia County, Florida described on <u>Exhibit "A"</u>, together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to Parcel "D" (collectively, the "Leased Premises").

2. <u>Term</u>. The term of the Lease commenced on the Commencement Date, and will terminate on the day which is forty-five (45) years after the Commencement Date, unless sooner terminated or extended as provided in the Lease. Lessee has the right to renew the term of the Lease for six (6) consecutive periods of five (5) years each pursuant to the terms of the Lease.

## 3. Lessee's Limited Exclusive Use Rights.

Provided that this Lease is in full force and effect and that Lessee's medical office building is continuously open and operating as a medical office building, then Lessor agrees that it shall not lease or rent any of the Property for the following limited uses: (i) the provision or operation of any "Ancillary Medical Care Service or Facility" (as hereinafter defined), (ii) the provision of care and/or services in the following specialties: cardiology, cardiac rehabilitation, sports medicine, orthopedics, pain management, neurology, obstetrics and gynecology, oncology, endoscopy, gastroenterology, family practice, internal medicine, and primary care, or (iii) the operation of a specialty hospital, or a trauma or urgent care facility ("Lessee's Limited Exclusive Use Rights"). Lessee's Limited Exclusive Use Rights shall be strictly and narrowly construed so as to <u>not</u> prohibit all medical related uses on the other Parcels comprising the Property.

As used herein, an "<u>Ancillary Medical Care Service or Facility</u>" shall mean and include, any form of testing for diagnostic or therapeutic purposes, provision or operation of a laboratory (including, without limitation, a pathology laboratory or a clinical laboratory), diagnostic imaging services, which include, without limitation, the following testing facilities: fluoroscopy; x-ray; plane film radiography; computerized tomography (CT); ultrasound; radiation therapy; mammography and breast diagnostics; nuclear medicine testing and magnetic resonance imaging (MRI); physical therapy services; and respiratory therapy service.

4. <u>Incorporation of Lease</u>. The provisions of the Lease and all renewals thereof are incorporated into this Second Amended Short Form Lease as if set out in full. In the event of any conflict or inconsistency between the terms of this Second Amended Short Form Lease and the terms of the Lease, the terms of the Lease will govern and control for all purposes.

5. <u>Defined Terms</u>. All capitalized terms and words of art which are used but not defined in this Second Amended Short Form Lease will have the same respective meaning designated for such terms and words of art in the Lease.

6. <u>Covenant Against Liens</u>. Lessee has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Lessee, operation of law or otherwise, to attach to or be placed upon Lessor's and the City's respective title or interests in the Property or the Leased Premises. In order to comply with the provisions of Section 713.10

2

Florida Statutes, it is specifically provided that neither Lessee, nor any one claiming by, through or under Lessee, including without limitation, contractors, subcontractors, materialmen, mechanics and/or laborers, shall have any right to file or place any construction, mechanics' or materialmen's liens of any kind whatsoever upon the Property or the Leased Premises resulting from or arising out of any improvements to the Property and/or the Leased Premises; and any such liens are hereby specifically prohibited. All parties with whom Lessee may deal are put on notice that Lessee has no power to subject Lessor's or City's respective interests to any construction, mechanics' or materialmen's lien or claims of lien of any kind or character, and all such persons so dealing with Lessee must look solely to the credit of Lessee, and not to Lessor's or the City's said interests or assets.

7. <u>Cancellation of Second Amended Short Form Lease</u>. Within thirty (30) days following the prior written request of Lessor following the expiration or termination of the Lease, Lessee will execute and deliver an appropriate release and/or cancellation instrument in recordable form acknowledging the expiration or termination of the Lease and this Second Amended Short Form Lease and releasing any and all right, title and interest of Lessee in and to the Leased Premises under the Lease and this Second Amended Short Form Lease. If for any reason Lessee fails or refuses to do so within said thirty (30) day period, Lessor is hereby authorized and granted the irrevocable right to unilaterally execute and record such release or cancellation instrument.

[Separate signature pages follow.]

3

WHEREFORE, Lessor and Lessee have caused this Second Amended Short Form Lease to be executed on the day, month and year set out above.

## "LESSOR"

Witnesses:

Print Name: KichArd Chism

SANDSPUR DEVELOPMENT, LLC, a Florida limited liability company

By: INNISFREE HOTELS, INC., an Alabama corporation

Its: Manager

By:

Print Name: Ted Ent Its: CEO and President

STATE OF FLORIDA COUNTY OF San



(SÉAL)

Notary Public - State of Florida

Second Amended Short Form Lease - Signature Page

[A separate signature page follows.]

"LESSEE"

Witnesses:

2400 BLOCK AIRPORT PLVD, LLC, a Florida limited liability company By: Print Name: Chad C Henderson Its: Manager

## STATE OF FLORIDA COUNTY OF SCOMPLA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_, 2020 by Chad C. Henderson as Manager of 2400 BLOCK AIRPORT BLVD, LLC, a Florida limited liability company, on behalf of said company, who (V) is personally known to me or who ( ) has produced and who did not take an oath.

MACY O. WILLIAMS (SEAL) MY COMMISSION # GG 042202 Notary Public - State of Florida EXPIRES: October 25, 2020 Bonded Thru Notary Public Underwrite

Second Amended Short Form Lease - Signature Page

## JOINDER AND CONSENT TO SECOND AMENDED SHORT FORM COMMERCIAL GROUND SUBLEASE

KNOW ALL MEN BY THESE PRESENTS, that Siemens Financial Services, Inc., a Delaware corporation (the "Lender"), the owner and holder of that following described mortgage (the "Mortgage") and all related loan and security documents:

Leasehold Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing given by 2400 Block Airport Blvd, LLC, as Mortgagor, to Lender, as Mortgagee, dated April 20, 2018, and recorded at O.R. Book 7889, Page 341 of the public records of Escambia County, Florida

hereby joins in and consents to the terms and conditions of that certain Second Amended Short Form Commercial Ground Sublease (the "Second Amended Short Form Lease") made by Sandspur Development, LLC, a Florida limited liability company, and 2400 Block Airport Blvd, LLC, a Florida limited liability company, to which this joinder is attached, for the purpose of acknowledging its consent to the terms, agreements, covenants, conditions, restrictions and easements of the Second Amended Short Form Lease.

IN WITNESS WHEREOF, the Lender has caused these presents to be executed as of the  $\frac{24}{200}$  day of  $\frac{1000}{200}$ , 2020.

Signed and sealed in the presence of:

LENDER:

Print Name:

Its:

Namu

corporation Sign:

Siemens Financial Services, Inc., a Delaware

Print Name:

Print Name:\_

Print Name:

Sign:	
Print Name:	
Its:	

Print Name:

[Additional notary page follows.]

## JOINDER AND CONSENT TO SECOND AMENDED SHORT FORM COMMERCIAL GROUND SUBLEASE

KNOW ALL MEN BY THESE PRESENTS, that Siemens Financial Services, Inc., a Delaware corporation (the "Lender"), the owner and holder of that following described mortgage (the "Mortgage") and all related loan and security documents:

Leasehold Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing given by 2400 Block Airport Blvd, LLC, as Mortgagor, to Lender, as Mortgagee, dated April 20, 2018, and recorded at O.R. Book 7889, Page 341 of the public records of Escambia County, Florida

hereby joins in and consents to the terms and conditions of that certain Second Amended Short Form Commercial Ground Sublease (the "Second Amended Short Form Lease") made by Sandspur Development, LLC, a Florida limited liability company, and 2400 Block Airport Blvd, LLC, a Florida limited liability company, to which this joinder is attached, for the purpose of acknowledging its consent to the terms, agreements, covenants, conditions, restrictions and easements of the Second Amended Short Form Lease.

IN WITNESS WHEREOF, the Lender has caused these presents to be executed as of the 24 day of \_\_\_\_\_\_, 2020.

Sign:

Signed and sealed in the presence of:

LENDER:

Siemens Financial Services, Inc., a Delaware corporation

Print Name:	

Print Name: Print Name:

Print Name: Its:

Sign: Print Name: COONDIN 13 TBL. Its:

Print Name:

[Additional notary page follows.]

STATE OF New L The foregoing instrument was/ acknowledged before me the 21th day of 2020, by Michael MWS. as <u>lice resident</u> of Siemens Financial Services, Inc., on behalf of said corporation, who is personally known to me, or who as identification. has produced Print Name: Nancy Diaz Notary Public for the State of Notary Public State of New Jersey (NOTARY SEAL) My Commission Expires: 2/28/2022 STATE OF Commission #: 2198742 COUNTY OF MEd ANCL The foregoing instrument was acknowledged before, me the 27th day of June 2020 anich D'Cara 2020, by SR, Transaction Coordinated of Siemens Financial Services, Inc., on behalf of said corporation, who is personally known to me, or who as identification. has produced Print Name: Notary Public for the State or Nancy Diaz (NOTARY SEAL) Notary Public State of New Jersey My Commission Expires: 2/28/2022 Joinder and Consent to Second Amended Short Form Commercial Ground Sublease – Signature Page

## JOINDER AND CONSENT TO SECOND AMENDED SHORT FORM COMMERCIAL GROUND SUBLEASE

KNOW ALL MEN BY THESE PRESENTS, that BancorpSouth Bank, a Mississippi state-chartered bank, as successor by merger to Summit Bank, N.A., (the "Lender"), the owner and holder of that following described mortgage (the "Mortgage") and all related loan and security documents:

Amended and Restated Leasehold Mortgage given by Sandspur Development, LLC, as Mortgagor, to Lender, as Mortgagee, dated September 23, 2016, and recorded at O.R. Book 7603, Page 96 of the public records of Escambia County, Florida

hereby joins in and consents to the terms and conditions of that certain Second Amended Short Form Commercial Ground Sublease (the "Second Amended Short Form Lease") made by Sandspur Development, LLC, a Florida limited liability company, and 2400 Block Airport Blvd, LLC, a Florida limited liability company, to which this joinder is attached, for the purpose of acknowledging its consent to the terms, agreements, covenants, conditions, restrictions and easements of the Second Amended Short Form Lease.

IN WITNESS WHEREOF, the Lender has caused these presents to be executed as of the <u>1/6</u> day of \_\_\_\_\_\_, 2020.

Signed and sealed in the presence of:

LENDER:

BancorpSouth Bank, a Mississippi state-chartered .

bank Sign: Print Name: Its:

Print Name: Crystal west Print Name: Crystal west Print Name: Patricia Colindar

> CRYSTAL SWEET Notary Public – State of Florida Commission # GG 142952 My Comm. Expires Sep 13, 2021 Bonded through National Notary Asso.

STATE OF <u>IUrida</u> COUNTY OF <u>Soundaria</u> The foregoing instrument was acknowledged before me the <u>16</u><sup>th</sup> day of <u>June</u>, 2020, by <u>Jouris & McMahan</u>, as <u>Community</u> <u>Public</u> of BancorpSouth Bank, on behalf of said Bank, who is personally known to the, or who has produced \_\_\_\_\_\_\_ as identification.

Name: Crystall wet

Notary Public for the State of Florida (NOTARY SEAL)

City of Pensacola, Florida

# Exhibit 8 – Amendment to Memorandum of Sub-sublease

[Attached.]

This document prepared by and after recording, return to A. Alan Manning, Esq. Clark Partington 125 East Intendencia Street, 4<sup>th</sup> Floor Pensacola, Florida 32502

#### MEMORANDUM OF SUBLEASE LEASE AGREEMENT

This Memorandum of Sublease Lease Agreement (this "Memorandum") is made and entered into as of this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2020, by and between 2400 Block Airport Blvd, LLC, a Florida limited liability company ("Sublessor"), whose address is 41 North Jefferson Street, Pensacola, Florida 32502, and Baptist Hospital, Inc., a Florida not-for-profit corporation ("Sublessee"), whose address is 1000 Moreno Street, Pensacola, Florida 32501.

#### WITNESSETH:

A. Sublessor and Sublessee are parties to that certain Sublease Lease Agreement dated as of August 8, 2015, as amended by that certain First Amendment to Sublease Lease Agreement of even date herewith (as amended, the **"Sublease"**), pursuant to which Sublease Sublessee subleased from Sublessor that certain real property more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Premises");

B. Sublessor and Sublessee desire to record this Memorandum to give notice of the existence of the tenancy created by the Sublease.

NOW, THEREFORE, for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. Sublessor hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor, the Premises, on the terms and conditions stated in the Sublease and by this reference incorporated herein. Without limiting the generality of the foregoing, the Sublease contains, among other things, the following provisions:

- (a) Notwithstanding any contrary provision in this Sublease, the interest of Sublessor in the Building, Premises and Land shall not be subject to statutory construction liens arising by reason of improvements made by Sublessee, and Sublessee shall have no authority to create liens for labor or material on or against Sublessor's interest in the Building, Premises or Land; and
- (b) Sublessee shall use the Premises only as a "Class A" Medical Office Building for medical office use and uses ancillary thereto and for no other use without the prior written consent of Sublessor, which consent may be withheld in Sublessor's sole discretion. Such permitted medical office and ancillary uses shall include, but not be limited to: (i) the provision or operation of any "Ancillary Medical Care Service or Facility" (as hereinafter defined), (ii) the provision of care and/or services in the following specialties: cardiology, cardiac and physical rehabilitation, sports medicine, orthopedics, pain management, neurology, obstetrics and gynecology, oncology, endoscopy, gastroenterology, family practice, internal medicine, and primary care, and (iii) the operation of a specialty hospital, a trauma facility and/or an

urgent care facility. As used herein, an "Ancillary Medical Care Service or Facility" shall mean and include, any form of testing for diagnostic or therapeutic purposes, provision or operation of a laboratory (including, without limitation, a pathology laboratory or a clinical laboratory), diagnostic imaging services, which may include, without limitation, the following testing facilities: fluoroscopy; x-ray; plane film radiography; computerized tomography (CT); ultrasound; radiation therapy; mammography and breast diagnostics; nuclear medicine testing and magnetic resonance imaging (MRI); physical therapy services; and respiratory therapy service. To the extent that any of the uses of the Premises in this paragraph (a) are not listed as a use that qualifies as a part of Lessee's Limited Exclusive Use Rights under the Ground Lease, Sublessor shall not be liable to Sublessee to the extent Sublessee is enjoined from conducting such use at the Premises, whether by the City of Pensacola, Sandspur or any other interested parties.

2. Capitalized terms not defined herein shall have the meaning ascribed to them in the Sublease.

3. This Memorandum is not a complete summary of the Sublease. Provisions in this Memorandum shall not be used in interpreting the Sublease provisions. In the event of conflict between this Memorandum and the Sublease, such the Sublease shall control.

4. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

[Separate signature pages follow.]

IN WITNESS WHEREOF, Sublessor and Sublessee have caused this Memorandum to be executed on the day, month and year first set forth above.

SUBLESSOR: Executed and delivered in the presence of: 2400 Block Airport Blvd, LLC, a Florida limited liability company illions Name By Name: had Hend m Title: Manager Print Name:

#### SUBLESSEE:

kins ame: Aries

Baptist Hospital, Inc., a Florida not-for-profit corporation

By: Name: O Title:

Print Name

A3896114.DOCX

#### STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of  $\Box$  physical presence or  $\Box$  online notarization, this <u>1</u> day of <u>11474</u>, 2020, by Chad Henderson, as Manager of 2400 Block Airport Blvd, LLC, a Florida limited liability company, on behalf of said company, who ( $\forall$ ) is personally known to me or who () has produced \_\_\_\_\_\_ and who did not take an oath.

MACY O. WILLIAMS Mauper SEAL) MY COMMISSION # 00 042202 UBLICEXISTICE OF OF CONTROL OF AND A CONTROL OF CONTROL

#### STATE OF FLORIDA COUNTY OF ESCAMBIA

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The foregoing instrument, was acknowledged before me by means of [D] physical presence or  $\Box$  online notarization, this 15<sup>TH</sup> day of <u>June</u>, 2020, by <u>Scott Raynes</u>, as <u>Exercised in the second </u>

Arecs ONeckus) Iotary Public - State of Florida (SEAL)



#### CONSENT OF LENDER

Reference is made to that certain First Amendment to Sublease Lease Agreement dated , 2020 (the "First Amendment") between 2400 Block Airport Blvd, LLC, a Florida limited liability company ("Mortgagor") and Baptist Hospital, Inc., a Florida not-for-profit corporation ("Sublessee"), which First Amendment amends that certain Sublease Lease Agreement dated as of August 8, 2015 (the "Sublease") between Mortgagor, as sublessor, and Sublessee, as sublessee.

The undersigned Siemens Financial Services, Inc., a Delaware corporation ("Lender"), being the owner and holder of (i) that certain Leasehold Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing given by 2400 Block Airport Blvd, LLC, a Florida limited liability company, as mortgagor ("Mortgagor"), to Lender, as mortgagee, dated April 20, 2018, and recorded at O.R. Book 7889, Page 341 of the public records of Escambia County, Florida (the "Mortgage"), (ii) that certain Assignment of Rents and Leases, given by Mortgagor, as assigner, to Lender, as assignee, dated April 20, 2018, and recorded at O.R. Book 7889, Page 370 of the public records of Hscambia County, Florida (the "Assignment of Rents"), (iii) that certain UCC-1 Financing Statement recorded at O.R. Book 7889, Page 400 of the public records of Escambia County, Florida (the "Financing Statement"), and (iv) that certain Subordination, Non-Disturbance and Attornment Agreement dated April 20, 2018, by and among Lender and Baptist Hospital, Inc., a Florida not-for-profit corporation, recorded in Official Records Book 7889, Page 378, of the public records of Escambia County, Florida (the "SNDA"), hereby;

- (i) acknowledges and consents to the foregoing Memorandum and the terms contained therein;
- acknowledges and consents to (a) the terms of the First Amendment; (b) the Sandspur Lease Amendment (as defined in the First Amendment); the Declaration Amendment (as defined in the First Amendment); and the Easement (as defined in the First Amendment); and
- (iii) agrees that all references in the Mortgage, the Assignment of Rents, the Financing Statement, and/or the SNDA to the "Lease" or "Sublease" (which Lease or Sublease is one and the same as the Sublease as defined above) shall hereafter mean and refer to such Lease or Sublease as amended by the First Amendment.

#### LENDER

Date:\_\_\_\_\_, 2020

Siemens	Financial	Services,	Inc.,	а	Delaware	
corporati	011					

By: Name: Title:

By: Name: Title;

#### CONSENT OF LENDER

Reference is made to that certain First Amendment to Sublease Lease Agreement dated \_\_\_\_\_\_\_, 2020 (the "First Amendment") between 2400 Block Airport Blvd, LLC, a Florida limited liability company ("Mortgagor") and Baptist Hospital, Inc., a Florida not-for-profit corporation ("Subleasee"), which First Amendment amonds that certain Sublease Lease Agreement dated as of August 8, 2015 (the "Sublease") between Mortgagor, as sublessor, and Sublessee, as sublessee.

The undersigned Siemens Financial Services, Inc., a Delaware corporation ("Lender"), being the owner and holder of (i) that certain Leasehold Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing given by 2400 Block Airport Blvd, LLC, a Florida limited liability company, as mortgagor ("Mortgagor"), to Lender, as mortgagee, dated April 20, 2018, and recorded at O.R. Book 7889, Page 341 of the public records of Escambia County, Florida (the "Mortgage"), (ii) that certain Assignment of Rents and Leases, given by Mortgagor, as assigner, to Lender, as assignee, dated April 20, 2018, and recorded at O.R. Book 7889, Page 400 of the public records of Escambia County, Florida (the "Assignment of Rents"), (iii) that certain UCC-1 Financing Statement recorded at O.R. Book 7889, Page 400 of the public records of Escambia County, Florida (the "Financing Statement"), and (iv) that certain Subordination, Non-Disturbance and Attornment Agreement dated April 20, 2018, by and among Lender and Baptist Hospital, Inc., a Florida not-for-profit corporation, recorded in Official Records Book 7889, Page 378, of the public records of Escambia County, Florida (the "SNDA"), hereby;

- (i) acknowledges and consents to the foregoing Memorandum and the terms contained therein;
- acknowledges and consents to (a) the terms of the First Amendment; (b) the Sandspur Lease Amendment (as defined in the First Amendment); the Declaration Amendment (as defined in the First Amendment); and the Easement (as defined in the First Amendment); and
- (iii) agrees that all references in the Mortgage, the Assignment of Rents, the Financing Statement, and/or the SNDA to the "Lease" or "Sublease" (which Lease or Sublease is one and the same as the Sublease as defined above) shall hereafter mean and refer to such Lease or Sublease as amended by the First Amendment.

#### LENDER

Siemens Financial Services, Inc., a Delaware corporation

Date: \_\_\_\_\_, 2020

By:
Name:
Title:

By: Varna Ob | Name: <u>Anier o'arra</u> Title: <u>SR. (NonsAction</u> Complation

STATE OF K bin COUNTY OF MICH

The foregoing instrument was acknowledged before me by means of  $\Box$  physical presence or  $\Box$  online notarization, this <u>244</u> day of <u>Twe</u>, 2020, by <u>What as Kurst</u>, as <u>Acc-Weght off</u> of Siemens Financial Services, Inc., a Delaware corporation, on behalf of said corporation, who () is personally known to me or who () has produced and who did not take an oath.

Notary Public - State of Florid

STATE OF / COUNTY OF

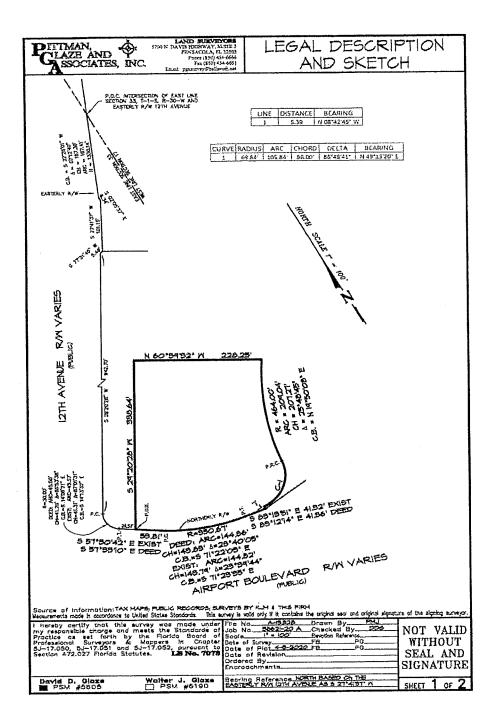
Nancy Diaz Notary Public State of New Jersey My Commission Expires: 2/28/2022 Commission #: 2198742

The foregoing instrument was acknowledged before me by means of  $\Box$  physical presence or  $\Box$  online notarization, this,  $2 \frac{11}{14}$  day of  $\Box \Box A = 0$ , 2020, by  $\Box A = 0$  (10.12) as  $\Xi = 1000$ ,  $\Xi = 0.000$ ,  $\Xi$ 

EAL) Notary Public - State of Florida

Nancy Diaz Notary Public State of New Jersey My Commission Expires: 2/28/2022 Commission #: 2198742

## EXHIBIT "A"



#### PITTMAN, ÷ 1 20 8 114 CLAZE AND ASSOCIATES, INC.

## LEGAL DESCRIPTION AND SKETCH

#### LEGAL DESCRIPTION

Commance at the Intersection of the east line of Section 33, Township I South, Range 30 Commence at the intersection of the east line of Section 33, Township I South, Range 30 Mest, Escambia County, Florida; and the eastern right of way of 12th Avenue (RW varies), sold right of way being in a curve concare to the west and having a radius of 1330.14 fest; thence Southerly (this course and the next five courses, along sold right of way line) for an arc distance of 161.41 fest (delta angle of 07 degrees 1240°), a chord bearing of South 22 degrees 26'01° West, and a chord distance of 16130 fest); thence South 02 degrees 03'37° East for a distance of 6.34 fest; thence South 21 degrees 41'37° West for a distance of 101.15 lest; thence 5outh 17 degrees 31'45° West for a distance of 5.44 fest; thence 50th 24 degrees 20'26° West for a distance of 4.42.10 fest to the point of curvature of a circular degrees 20'26° West for a distance of 4.42.10 fest to the point of curvature of a circular degrees 20'26° West for a distance of 4.42.10 fest to the point of curvature of a circular degrees 20'26° West for a distance of 5.44 fest; thence 5.44 fest; thence 5.45 fest; degrees 2020' Next for a distance of 942.70 feet to the point of curvature of a circular curve concive to the northeast, having a radius of 30.00 feet, and deita angle of 86 degrees 5388' [87 degrees 013]' exist] thence Southeasterly along said curve for an arc distance of 4950 feet [4557 feet exist] chord distance of 41.26 feet [41,81' exist], chord bearing of South 14 degrees 0621' East [South 14 degrees 1932' East exist] to the point of tangency, said point being on the northerly right of way line of Alepart Boulevard (RM valee), thence South 57 degrees 3910' East [South 57 degrees 80:42' East exist] (the course four courses along soid northerly right of way line) for a distance of 29.57 feet for the point of beginning. Thence continue South 57 degrees 80:02' East for the point of beginning. Thence continue South 57 degrees 80:02' East for the point of beginning. Thence continue South 57 degrees 80:02' East for the point of beginning. Alexandria of 53.61 feet to the point of curvature of a circular curve concave to the northinest, having a radius of 850.67 feet, and deita angle of 28 degrees 40.05' [23 degrees 94:44] availt therce Southeasterly along soid curva for a arc distance of 14:4.62' exist]

LAND SULVEYORS

VIS HEDHWAY, SUITE 3 FENSALOLA, FL 35501 Fines (330) 414-4555 Tab (530) 434-4655 Tab (530) 434-4661

exist), there so the start will be a sale curve for an arc distance of 144.56 feet (144.52 exist) (chord distance of 149.53 feet (143.74 feet exist), chord bearing of South 71 degrees 22/03\* East [South 7] degrees 2385' East exist] to the part of tangency, thence South 8 degrees [214' East [South 7] degrees [356' East exist] for a distance of 4136 feet [4132 feet skiet] bence Nerth 38 degrees 4245' West for a distance of 554 feet to a point on a treuter curve concerve to the northwest, having a radius of 64.84 feet and delta angle of 56 degrees curve concore to the northnest, having a radius of 64.84 feet and cella angle of 56 degrees 44'41', thence Northnesterly along sold curve for an arc distance of 105.94 feet (chord bearing of North 44 degrees 18'20' East, chord distance of 46:00 feet) to the point of reverse curvature of a circular curve concave to the southeast, having a radius of 464:00 feet and delta angle of 25 degrees 43'45', thence Northeasterly along sold curve for an arc distance of 204.04 feet (chord bearing of North 19 degrees 50'00' East, chord distance of 207.21 feet), thence North 60 degrees 94'32' West for a distance of 226.25 feet, thence 50'th 29 degrees 20'26' Meet for a distance of 330.45 feet to the point of begining. All lying and being in Section 33, Tonnehip I South, Range 30 West, Escambia County, Florida. Containing I.84 acres (80'36'3 square feet), more or less.

SURVEYOR'S NOTES

Subject to setbacks, accoments and restrictions of record.

This sketch is exploct to establish and restrictions of record.
 This sketch is explore to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
 This sketch does not reflect or determine ownership.
 This sketch does not reflect or determine ownership.
 This property may be subject to setback lines mandated by zoning proinances and/or restrictive covenaits of record.

LEGEND

R/W

- POD.
- Right of way Point of beginning Point of commencement Point of conveture
- F.C. P.T.
- Point of Langency R Radius
- Arc distance Chord distance ARC
- CH Chord bearing čВ
- Delta

LEGAL DESCRIPTION.

#### Source of Information: TAX MAPS, FLELIG RECORDS; SERVITS BY K.H. & THE FRH

I hereby certify that this survey was made un my responsible charge and meets the Standards Protice as est forth by the Florida Board Professional Surveyors & Mappers In Char Charge Statut	of Job No. 50021-20 A Criscked By 2009	NOT VALID WITHOUT SEAL AND SIGNATURE
David D. Olaze Walter J. Glaz		SUPER 2 AF 2



Memorandum

File #: 20-00283

City Council

7/16/2020

## LEGISLATIVE ACTION ITEM

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

## SUBJECT:

PENSACOLA INTERNATIONAL AIRPORT - FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT NO. 435717-5-94-01

## **RECOMMENDATION:**

That City Council approve and authorize the Mayor to execute the acceptance of the Florida Department of Transportation (FDOT) Public Transportation Grant Agreement No. 435717-5-94-01 in the amount of \$84,600 to aid in funding a portion of the Remain-Overnight Apron project at the Pensacola International Airport. Further, that City Council authorize the Mayor to take all actions necessary relating to the finalization of the grant.

## **HEARING REQUIRED:** No Hearing Required

## SUMMARY:

As part of the process for the development of the Master Plan Update for the Pensacola International Airport, the consultant, RS&H, was required to evaluate existing infrastructure, and determine needs to meet projected growth. One area reviewed was the availability of apron parking areas for air carrier aircraft. Pensacola International airport presently has ten gates on the terminal concourse and several parking positions on an adjacent ramp area.

To meet demand levels and provide adequate parking for air carrier aircraft a portion of the apron area just west of the air carrier ramp needs to be reconstructed. This area was identified in the Master Plan Update for expanded air carrier parking. The area has been used for helicopter operations since approximately 2002. Helicopter operations would be relocated to an area closer to the general aviation facilities on the southeast quadrant of the facility, and the ramp reconstructed to handle air carrier aircraft.

The design portion of the project was awarded to RS&H under Work Order 3. RS&H evaluated the area to determine the appropriate reconstruction methods, evaluated aircraft parking configurations, and prepared construction plans based on the Federal Aviation Administration's requirements for airfield development.

Bid No. 20-046 for the work was advertised on March 24, 2020. Three bids were received and subsequently reviewed by RS&H as the engineering firm. City Council awarded the contract to

File	#:	20-	00283
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City Council

7/16/2020

Independence Excavating, Inc. during the May 28, 2020 meeting.

An application for the use of FAA grant funds will be submitted for this project. The Florida Department of Transportation has also offered a grant specifically to aid in the costs associated with the relocation of the helicopter operations required as part of the project.

## PRIOR ACTION:

May 28, 2020 - City Council awarded Bid No. 20-046 to Independence Excavating, Inc.

## FUNDING:

Budget:	\$ 3,600,000.00 84,600.00 <u>600,000.00</u> \$ 5,284,600.00	FAA Airport Improvement Program Funding FDOT Public Transportation Grant Airport Capital Program Funding Total
Actual:	$ \begin{array}{r}                                     $	Base Bid Bid Alternate #1 10% Contingency Sub-Total Proposed Deductive Change Order Total

## FINANCIAL IMPACT:

Funds were appropriated in the Airport's FY 2020 Capital Improvement Program, Florida Department of Transportation (FDOT) Public Transportation Grant Funding, and Federal Aviation Administration (FAA) Airport Improvement Program Funding for the construction of the remain-overnight apron, which includes helicopter relocation.

## CITY ATTORNEY REVIEW: Yes

6/5/2020

## STAFF CONTACT:

Keith Wilkins, City Administrator Richard Barker, Jr., Deputy City Administrator - Administration & Enterprise Daniel E. Flynn, Airport Director

## ATTACHMENTS:

- 1) Grant Agreement 435717-5-94-01
- 2) Resolution No. 2020-16

## PRESENTATION: No

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Financial Project N (item-segment-phase-seque		Fund(s):	DPTO	FLAIR Category:	088719
435717-5-94-01	,	Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award		Org. Code:	55032020329
		Identification Number (FAIN) – Transit only:	N/A	Vendor Number:	VF596000406004
Contract Number:		Federal Award Date:	N/A		
CFDA Number:	N/A	Agency DUNS Number:		-	
CFDA Title:	N/A			-	
CSFA Number:	55.004				
CSFA Title: Aviation G		rant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into , by and between the State of Florida, Department of Transportation, ("Department"), and City of Pensacola, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority. The Agency, by Resolution or other form of official authorization, a copy of which is attached as Exhibit "D", Agency Resolution and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007. Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement. The purpose of this Agreement is to provide for the Department's participation in Construct Heliport to Relocate Helicopter Operations, as further described in Exhibit "A", Project Description and Responsibilities, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area. For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):
  - X Aviation
  - Seaports \_
  - Transit
  - Intermodal
  - **Rail Crossing Closure**
  - x Match to Direct Federal Funding (Aviation or Transit) (Note: Section 15 and Exhibit G do not apply to federally matched funding) Other
- 4. Exhibits. The following Exhibits are attached and incorporated into this Agreement:
  - X X Exhibit A: Project Description and Responsibilities
  - Exhibit B: Schedule of Financial Assistance
  - \*Exhibit B1: Deferred Reimbursement Financial Provisions
  - \*Exhibit B2: Advance Payment Financial Provisions
  - \*Exhibit C: Terms and Conditions of Construction
  - Exhibit D: Agency Resolution
  - Exhibit E: Program Specific Terms and Conditions
  - Exhibit F: Contract Payment Requirements
  - \*Exhibit G: Audit Requirements for Awards of State Financial Assistance
  - \*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

\_ \*Additional Exhibit(s):

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

- 5. Time. Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.
- 6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 30, 2022. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
  - a. \_ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the \_\_ day of \_\_, or within \_\_ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

- 7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
- 8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.
  - a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
  - **b.** The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
  - c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
  - d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
  - e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

#### 9. Project Cost:

- a. The estimated total cost of the Project is \$1,203,390. This amount is based upon Exhibit "B", Schedule of Financial Assistance. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in Exhibit "B", Schedule of Financial Assistance, may be modified by mutual written agreement of the Parties and does not require execution of an Amendment to the Public Transportation Grant Agreement. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of <u>\$84,600</u> and, the Department's participation in the Project shall not exceed <u>7.03</u>% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

#### **10. Compensation and Payment:**

- a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in Exhibit "A", Project Description and Responsibilities, and as set forth in Exhibit "B", Schedule of Financial Assistance.
- b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A", Project Description and Responsibilities. Modifications to the deliverables in Exhibit "A", Project Description and Responsibilities requires a formal written amendment.
- c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit "A", Project Description and Responsibilities. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A", Project Description and Responsibilities has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in Exhibit "F", Contract Payment Requirements.
- e. Travel Expenses. The selected provision below is controlling regarding travel expenses:
  - X Travel expenses are NOT eligible for reimbursement under this Agreement.

\_\_\_\_\_ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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- f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in Exhibit "E", Program Specific Terms and Conditions attached to and incorporated into this Agreement.

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- k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- I. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See Exhibit "B", Schedule of Financial Assistance for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- **n.** Limits on Contracts Exceeding \$25,000 and Term more than 1 Year. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in Exhibit "A", Project Description and Responsibilities, and as set forth in Exhibit "B", Schedule of Financial Assistance, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.** 

- **11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
  - a. Necessary Permits Certification. The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
  - b. Right-of-Way Certification. If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
  - c. Notification Requirements When Performing Construction on Department's Right-of-Way. In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
    - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
    - **ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
  - d. \_\_If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: Use of Agency Workforce. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
  - e. \_ If this box is checked, then the Agency is permitted to utilize Indirect Costs: Reimbursement for Indirect Program Expenses (select one):
    - i. \_\_\_\_Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
    - ii. \_\_Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimus certification form must be submitted to the Department for review and approval.
    - iii. \_\_\_ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
  - f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards. The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
  - g. Claims and Requests for Additional Work. The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

#### 12. Contracts of the Agency:

- a. Approval of Third Party Contracts. The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services. It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057. Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders. or any other agreement that would result in exceeding the current budget contained in Exhibit "B", Schedule of Financial Assistance, or that is not consistent with the Project description and scope of services contained in Exhibit "A", Project Description and Responsibilities must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act. It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.
- **13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

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a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

### 14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- **b.** If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
  - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
  - **ii.** The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
  - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
  - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
  - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
  - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.
- 15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

#### Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- **b.** The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
  - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200. Subpart F - Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements. Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F - Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs. including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F - Audit Requirements, An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
  - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
  - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <u>https://harvester.census.gov/facweb/</u> the audit reporting package as required by 2 CFR Part 200, Subpart F Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to <u>FDOTSingleAudit@dot.state.fl.us</u> within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the earlier of the audit period.
  - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

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audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

- 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
- 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- 3. Wholly or partly suspend or terminate the Federal award;
- 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
- 5. Withhold further Federal awards for the Project or program;
- 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, Florida 32399-0450 FDOTSingleAudit@dot.state.fl.us

#### State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- **b.** The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
  - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or projectspecific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "G", Audit Requirements for Awards of State Financial Assistance, to this Agreement indicates state financial

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assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at <u>FDOTSingleAudit@dot.state.fl.us</u> no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and <u>elects</u> to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, Florida 32399-0405 FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General Local Government Audits/342 111 West Madison Street, Room 401 Tallahassee, FL 32399-1450 Email: flaudgen\_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.
- **16.** Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

## 17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. E-Verify. The Agency shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
  - **ii.** Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

#### 18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification contracts contractors/subcontractors in all with and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and

persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad

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shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

#### 19. Miscellaneous:

- a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- **g.** Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an

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updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

- i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- **j.** Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Pensacola	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Ву:	Ву:
Name:	Name: Tim Smith, P. E.
Title:	Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION Legal Review:

# **EXHIBIT A**

## **Project Description and Responsibilities**

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Construct Heliport to Relocate Helicopter Operations

B. Project Location (limits, city, county, map): Pensacola International Airport/Pensacola, FL/Escambia

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): See Attachment 1

D. Deliverable(s): See Attachment 1

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

### F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.

# 435717-5 Project Description and Budget - Helipad Construction Pensacola International Airport

# **SECTION A: PROJECT DESCRIPTION**

This project consists of the construction of ten new concrete helicopter parking pads along Taxiway C. Three of the parking pads will accommodate larger helicopters (up to a Sikorsky H-53) via ground taxiway operations, and seven of the parking pads will accommodate smaller helicopters (up to a Bell 206L). The concrete pad pavement section consists of 11-inches of concrete pavement for the larger helicopter pads and 6-inches of concrete pavement for the smaller helicopter pads on 6-inches of cement treated base on subgrade. The construction also includes modifications of a portion of the taxiway lighting and marking on Taxiway C, associated erosion and sedimentation controls, and all associated safety and security measures. The Sponsor will comply with Aviation Program Assurances during the execution of this project.

# **SECTION B: PROJECT JUSTIFICATION**

The existing helicopter parking apron at the Pensacola International Airport is being reconstructed into a concrete apron, capable of accommodating remain-over-night (RON) aircraft for the airlines operating at the Airport. The helicopter parking pads in this project are required to accommodate those positions being lost for the RON apron work. The new locations of these helicopter pads are closer to the future general aviation fuel farm, which will reduce fuel truck traffic on the surrounding Airport roadways.

# SECTION C: DESCRIPTION OF PROFESSIONAL SERVICES

The Sponsor will comply with Aviation Program Assurances. As required by 215.971, F.S., this scope of work includes but is not limited to design, bidding, and construction phase services to construct the new helicopter parking pads. The design drawings consisted of 60%, 90%, 100% design drawings and bid documents. Construction phase services will consist of submittal review, response to RFIs, site visits, substantial and final inspections, and material acceptance testing.

**Payment & Deliverable Milestones.** Payment of the above listed items or tasks will be made after the following deliverables are received or milestones occur:

- 60% design documents
- 90% design documents
- 100% design documents
- Bid Award
- Completion of Construction Phase Services

Payment may be made on monthly basis in proportion to the percentage of completion.

**Note:** All professional services associated with design, bidding support, and construction administration for this project have either been performed or will be performed under a grant from the FAA.

# SECTION D: DESCRIPTION OF CONSTRUCTION

The construction contractor(s) for this project will be determined via a public competitive bidding process.

As required by 215.971, F.S., this scope of work includes but is not limited to mobilization and demobilization, erosion control, excavation, subgrade preparation, base course, surface course, joint construction, pavement markings, and lighting system improvements, including all materials, equipment, labor, and incidentals required to construct the helicopter apron pavement. The Sponsor will comply with Aviation Program Assurances.

The contractor(s) will be required to provide all performance and payment bonds, to ensure maintenance of traffic, to comply with all safety and security requirements, to perform final clean-up and to provide all documentation required by the contract. The contractor(s) shall furnish all materials, labor, incidentals, and supplies required to construct the project.

**Payment & Deliverable Milestones.** Payment will be made to the Contractor based on actual constructed quantities at the contract unit prices. Upon completion of the work and prior to final payment, a final change order will be prepared and executed to reflect the final contract amount.

# **PROJECT BUDGET ESTIMATES:**

Construction: FAA	\$ 1,034,190.00
FDOT	\$ 84,600.00
LF	84,600.00
Estimated Project Total:	\$ 1,203,390.00

# **ANTICIPATED PROJECT SCHEDULE:**

The project schedule is anticipated to require approximately 18 months from construction NTP to completion of this scope of work and progression from the project Notice-To-Proceed (NTP) will be as follows:

Task Order Preparation and Approvals	complete
Design Phase Services	complete
Bidding Phase Services (and contracts)	complete
Construction Administration Services and Construction	up-to 150 days
Project Close-Out	<u>30 days</u>
Total Proje	ect Duration: 180 days

# **ASSUMPTIONS AND EXCLUSIONS:**

 The contractor shall be responsible for performing all construction activities, including—but not limited to—implementing specified erosion control measures, NPDES permitting, and any local permitting required for construction.

# **EXHIBIT B**

# **Schedule of Financial Assistance**

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

# A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
435717-5-94-01	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$84,600
435717-5-94-01	FAA	088719	2021	751000	N/A	N/A	\$1,034,190
435717-5-94-01	LF	088719	2021	751000	N/A	N/A	\$84,600
Total Financial Assistance					\$1,203,390		

### B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Capital Equipment	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$84,600	\$84,600	\$1,034,190	\$1,203,390	7.03	7.03	85.94
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Totals	\$84,600	\$84,600	\$1,034,190	\$1,203,390			

\*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

# BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

#### Quinton Williams

Department Grant Manager Name

Signature

# EXHIBIT C

## TERMS AND CONDITIONS OF CONSTRUCTION

- 1. Design and Construction Standards and Required Approvals.
  - a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
  - b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, <u>Quinton Williams (email: quinton.williams@dot.state.fl.us)</u> or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
  - c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
  - **d.** The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
  - e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
  - f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- 2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:
  - a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is <u>Quinton Williams</u>.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- **g.** The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- I. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- **m.** The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- **n.** The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info: 850-330-1205

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. Engineer's Certification of Compliance. The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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# ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION and

PROJECT DESCRIPTION:

DEPARTMENT CONTRACT NO.: \_\_\_\_\_

FINANCIAL MANAGEMENT NO .: \_\_\_\_\_

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By:	 	

SEAL:

Name: \_\_\_\_\_

Date:

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# EXHIBIT D

# AGENCY RESOLUTION

# PLEASE SEE ATTACHED

# EXHIBIT E

## PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION AVIATION PROGRAM ASSURANCES

# A. General.

- 1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
- These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit "A", Project Description and Responsibilities, and Exhibit "B", Schedule of Financial Assistance, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
- 3. The Agency shall comply with the assurances as specified in this Agreement.
- 4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
- 5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
- 6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
- 7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
- 8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
- 9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
- **10.** Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

# B. Agency Compliance Certification.

- 1. General Certification. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
  - a. Florida Statutes (F.S.)
    - Chapter 163, F.S., Intergovernmental Programs
    - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
    - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
    - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
    - Chapter 332, F.S., Airports and Other Air Navigation Facilities
    - Chapter 333, F.S., Airport Zoning

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# b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

# c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

### d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook
- 2. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

## a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

#### b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

#### c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- 3. Land Acquisition Certification. The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

# a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

#### b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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## C. Agency Authority.

- 1. Legal Authority. The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
- 2. Financial Authority. The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

**D. Agency Responsibilities.** The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

## 1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

#### 2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- **b.** For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

## 3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- **b.** If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

# 4. Hazard Removal and Mitigation.

- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

### 5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

#### 6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- **b.** The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

#### 7. Consistency with Airport Master Plan and Airport Layout Plan.

- **a.** The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- **b.** The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
  - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
  - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
  - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- **d.** Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

# 8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
  - 1) The Airport financial plan will be a part of the Airport Master Plan.
  - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
  - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- **b.** All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.
- 9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

# 10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- **b.** If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

# **11.** Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- **b.** The price charged for said lease will be based on market value, unless otherwise approved by the Department.

#### 12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
  - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.
- **13.** Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

### 14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
  - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
  - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
  - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- **b.** Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

#### 15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- **b.** If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

#### 16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- **b.** The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.
- **17. Exclusive Rights.** The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

### 18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- **b.** The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.
- 19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

### 20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- **b.** Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.
- 21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:
  - a. Execute the project per the approved project narrative or with approved modifications.
  - **b.** Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
  - c. Make such project materials available for public review, unless exempt from public disclosure.
    - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
    - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
  - **d.** Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
  - e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
    - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
    - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
    - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- **g.** The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

# 22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.
- b. Administration. Maintain direct control of Project administration, including:
  - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
  - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
  - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
  - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
  - 5) Establish a Project account for the purchase of the land.
  - 6) Collect and disburse federal, state, and local project funds.
- **c.** Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
  - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
  - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
  - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
  - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- **d.** New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
  - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
  - 2) Complete an Airport Master Plan within two years of land purchase.
  - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
  - For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
  - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
  - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.
- 23. Construction Projects. The Agency assures that it will:
  - a. Project Certifications. Certify Project compliances, including:
    - 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
    - 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
    - 3) Completed construction complies with all applicable local building codes.
    - 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.
  - **b. Design Development.** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:
    - 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
    - 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
    - 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
    - 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.
  - c. Inspection and Approval. The Agency assures that:
    - 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
    - 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
    - 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.
  - d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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#### 24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
  - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
  - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial noncompliance with the terms of the local agreement.
- b. Private Agreements. For noise compatibility projects on privately owned property:
  - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
  - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial noncompliance with the terms of the agreement.

- End of Exhibit E -

# EXHIBIT F

# Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means,

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Agency shall complete and submit the following Project Close-Out Review Confirmation to the Department after final reimbursement is received.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <u>http://www.myfloridacfo.com/aadir/reference\_guide/.</u>

# Project Close-Out Review Confirmation

Airport:	

Project Number: \_\_\_\_\_("Project")

Contract Number: \_\_\_\_\_

Total Contract Amount:

Remaining Balance:

On behalf of \_\_\_\_\_\_, I acknowledge that the project has been completed in accordance with the terms of the Public Transportation Grant Agreement ("Agreement").

I acknowledge that all contract records relating or pertaining to the Agreement have been reviewed and payments for all submitted invoices have been received in full and there are no outstanding invoices pending submittal. Accordingly, it is understood that all reimbursements have been made under this agreement.

I hereby certify that the aforementioned information is true and correct.

Signature - Airport Representative (name and title)

Airport Name

# **EXHIBIT G**

# AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

# THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

# SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency:Florida Department of TransportationState Project Title:Aviation Grant ProgramCSFA Number:55.004\*Award Amount:\$84,600

\*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

# COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number <u>55.004</u> are provided at: <u>https://apps.fldfs.com/fsaa/searchCompliance.aspx</u>

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

# RESOLUTION NO. 2020-16

# A RESOLUTION TO BE ENTITLED:

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE A PUBLIC TRANSPORTATION GRANT AGREEMENT FINANCIAL PROJECT 435717-5-94-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR RELOCATION OF HELICOPTER OPERATIONS AT THE PENSACOLA INTERNATIONAL AIRPORT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Pensacola uses Airport Management as a tool for scheduling and planning projects at the Pensacola International Airport; and

WHEREAS, The City of Pensacola and Airport Management are planning the expansion of apron parking areas for air carrier aircraft at Pensacola International Airport; and

WHEREAS, as part of the project, to allow an area to be reconstructed to handle air carrier aircraft, helicopter operations would be relocated to an area closer to the general aviation facilities on the southeast quadrant of the facility; and

WHEREAS, the Florida Department of Transportation has approved the project and offered a Public Transportation Grant Agreement in the amount of \$84,600 to relocate helicopter operations;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA AS FOLLOWS:

SECTION 1. That the City of Pensacola shall accept and execute the Public Transportation Grant Agreement for the purpose of obtaining State aid for the Airport's relocation of helicopter operations.

SECTION 2. The Mayor is hereby empowered to take all actions necessary relating to this Resolution, the duties hereunder, and execute any agreements or documents related hereto.

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



Memorandum

File #: 2020-16

City Council

7/16/2020

# LEGISLATIVE ACTION ITEM

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

SUBJECT:

RESOLUTION NO. 2020-16 - FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT - RELOCATION OF HELICOPTER OPERATIONS AT THE PENSACOLA INTERNATIONAL AIRPORT

# **RECOMMENDATION:**

That City Council approve Resolution No. 2020-16.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE А PUBLIC TRANSPORTATION GRANT AGREEMENT FINANCIAL PROJECT 435717-5-94-01 WITH THE **FLORIDA** DEPARTMENT OF OF TRANSPORTATION RELOCATION FOR HELICOPTER **OPERATIONS** AT PENSACOLA INTERNATIONAL AIRPORT; PROVIDING FOR AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

# SUMMARY:

As part of the process for the development of the Master Plan Update for the Pensacola International Airport, the consultant, RS&H, was required to evaluate existing infrastructure, and determine needs to meet projected growth. One area reviewed was the availability of apron parking areas for air carrier aircraft. Pensacola International airport presently has ten gates on the terminal concourse and several parking positions on an adjacent ramp area.

To meet demand levels and provide adequate parking for air carrier aircraft a portion of the apron area just west of the air carrier ramp needs to be reconstructed. This area was identified in the Master Plan Update for expanded air carrier parking. The area has been used for helicopter operations since approximately 2002. Helicopter operations would be relocated to an area closer to the general aviation facilities on the southeast quadrant of the facility, and the ramp reconstructed to handle air carrier aircraft.

The design portion of the project was awarded to RS&H under Work Order 3. RS&H evaluated the area to determine the appropriate reconstruction methods, evaluated aircraft parking configurations, and prepared construction plans based on the Federal Aviation Administration's requirements for airfield development.

Bid No. 20-046 for the work was advertised on March 24, 2020. Three bids were received and subsequently reviewed by RS&H as the engineering firm. City Council awarded the contract to Independence Excavating, Inc. during the May 28, 2020 meeting.

An application for the use of FAA grant funds will be submitted for this project. The Florida Department of Transportation has also offered a grant specifically to aid in the costs associated with the relocation of the helicopter operations required as part of the project.

# PRIOR ACTION:

May 28, 2020 - City Council awarded Bid No. 20-046 to Independence Excavating, Inc.

# FUNDING:

Budget:	\$ 3,600,000.00 84,600.00 <u>600,000.00</u> \$ 5,284,600.00	FAA Airport Improvement Program Funding FDOT Public Transportation Grant Airport Capital Program Funding Total
Actual:	$ \begin{array}{r}         $ 4,911,965.00 \\             104,900.00 \\             \underline{501,686.50} \\             \underline{5,518,551.50} \\             \underline{(522,800.00)} \\             \$ 4,995,751.50 \\         \end{array} $	Base Bid Bid Alternate #1 10% Contingency Sub-Total Proposed Deductive Change Order Total

# FINANCIAL IMPACT:

Funds were appropriated in the Airport's FY 2020 Capital Improvement Program, Florida Department of Transportation (FDOT) Public Transportation Grant Funding, and Federal Aviation Administration (FAA) Airport Improvement Program Funding for the construction of the remain-overnight apron, which includes helicopter relocation.

# CITY ATTORNEY REVIEW: Yes

6/5/2020

# STAFF CONTACT:

Keith Wilkins, City Administrator Richard Barker, Jr., Deputy City Administrator - Administration & Enterprise Daniel E. Flynn, Airport Director

# ATTACHMENTS:

- 1) Resolution No. 2020-16
- 2) Grant Agreement 435717-5-94-01

# PRESENTATION: No

# RESOLUTION NO. 2020-16

# A RESOLUTION TO BE ENTITLED:

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE A PUBLIC TRANSPORTATION GRANT AGREEMENT FINANCIAL PROJECT 435717-5-94-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR RELOCATION OF HELICOPTER OPERATIONS AT THE PENSACOLA INTERNATIONAL AIRPORT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Pensacola uses Airport Management as a tool for scheduling and planning projects at the Pensacola International Airport; and

WHEREAS, The City of Pensacola and Airport Management are planning the expansion of apron parking areas for air carrier aircraft at Pensacola International Airport; and

WHEREAS, as part of the project, to allow an area to be reconstructed to handle air carrier aircraft, helicopter operations would be relocated to an area closer to the general aviation facilities on the southeast quadrant of the facility; and

WHEREAS, the Florida Department of Transportation has approved the project and offered a Public Transportation Grant Agreement in the amount of \$84,600 to relocate helicopter operations;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA AS FOLLOWS:

SECTION 1. That the City of Pensacola shall accept and execute the Public Transportation Grant Agreement for the purpose of obtaining State aid for the Airport's relocation of helicopter operations.

SECTION 2. The Mayor is hereby empowered to take all actions necessary relating to this Resolution, the duties hereunder, and execute any agreements or documents related hereto.

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

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Financial Project N (item-segment-phase-seque		Fund(s):	DPTO	FLAIR Category:	088719	
435717-5-94-01		Work Activity Code/Function:	215	Object Code:	751000	
		Federal Number/Federal Award		Org. Code:	55032020329	
		Identification Number (FAIN) – Transit only:	N/A	Vendor Number:	VF596000406004	
Contract Number:		Federal Award Date:	N/A			
CFDA Number:	N/A	Agency DUNS Number:		-		
CFDA Title:	N/A			-		
CSFA Number:	55.004					
CSFA Title:	Aviation G	rant Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into , by and between the State of Florida, Department of Transportation, ("Department"), and City of Pensacola, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority. The Agency, by Resolution or other form of official authorization, a copy of which is attached as Exhibit "D", Agency Resolution and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007. Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement. The purpose of this Agreement is to provide for the Department's participation in Construct Heliport to Relocate Helicopter Operations, as further described in Exhibit "A", Project Description and Responsibilities, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area. For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):
  - X Aviation
  - Seaports \_
  - Transit
  - Intermodal
  - **Rail Crossing Closure**
  - x Match to Direct Federal Funding (Aviation or Transit) (Note: Section 15 and Exhibit G do not apply to federally matched funding) Other
- 4. Exhibits. The following Exhibits are attached and incorporated into this Agreement:
  - X X Exhibit A: Project Description and Responsibilities
  - Exhibit B: Schedule of Financial Assistance
  - \*Exhibit B1: Deferred Reimbursement Financial Provisions
  - \*Exhibit B2: Advance Payment Financial Provisions
  - \*Exhibit C: Terms and Conditions of Construction
  - Exhibit D: Agency Resolution
  - Exhibit E: Program Specific Terms and Conditions
  - Exhibit F: Contract Payment Requirements
  - \*Exhibit G: Audit Requirements for Awards of State Financial Assistance
  - \*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

\*Additional Exhibit(s):

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

- 5. Time. Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.
- 6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 30, 2022. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
  - a. \_ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the \_\_ day of \_\_, or within \_\_ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

- 7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
- 8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.
  - a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
  - **b.** The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
  - c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
  - d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
  - e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

#### 9. Project Cost:

- a. The estimated total cost of the Project is \$1,203,390. This amount is based upon Exhibit "B", Schedule of Financial Assistance. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in Exhibit "B", Schedule of Financial Assistance, may be modified by mutual written agreement of the Parties and does not require execution of an Amendment to the Public Transportation Grant Agreement. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of <u>\$84,600</u> and, the Department's participation in the Project shall not exceed <u>7.03</u>% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

### **10. Compensation and Payment:**

- a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in Exhibit "A", Project Description and Responsibilities, and as set forth in Exhibit "B", Schedule of Financial Assistance.
- b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A", Project Description and Responsibilities. Modifications to the deliverables in Exhibit "A", Project Description and Responsibilities requires a formal written amendment.
- c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit "A", Project Description and Responsibilities. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A", Project Description and Responsibilities has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in Exhibit "F", Contract Payment Requirements.
- e. Travel Expenses. The selected provision below is controlling regarding travel expenses:
  - X Travel expenses are NOT eligible for reimbursement under this Agreement.

\_\_\_\_\_ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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- f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in Exhibit "E", Program Specific Terms and Conditions attached to and incorporated into this Agreement.

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- k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- I. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See Exhibit "B", Schedule of Financial Assistance for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- **n.** Limits on Contracts Exceeding \$25,000 and Term more than 1 Year. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in Exhibit "A", Project Description and Responsibilities, and as set forth in Exhibit "B", Schedule of Financial Assistance, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.** 

- **11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
  - a. Necessary Permits Certification. The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
  - b. Right-of-Way Certification. If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
  - c. Notification Requirements When Performing Construction on Department's Right-of-Way. In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
    - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
    - **ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
  - d. \_\_If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: Use of Agency Workforce. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
  - e. \_ If this box is checked, then the Agency is permitted to utilize Indirect Costs: Reimbursement for Indirect Program Expenses (select one):
    - i. \_\_\_\_Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
    - ii. \_\_Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimus certification form must be submitted to the Department for review and approval.
    - iii. \_\_\_\_Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
  - f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards. The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
  - g. Claims and Requests for Additional Work. The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

### 12. Contracts of the Agency:

- a. Approval of Third Party Contracts. The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services. It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057. Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders. or any other agreement that would result in exceeding the current budget contained in Exhibit "B", Schedule of Financial Assistance, or that is not consistent with the Project description and scope of services contained in Exhibit "A", Project Description and Responsibilities must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act. It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.
- **13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

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a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

### 14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- **b.** If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
  - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
  - **ii.** The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
  - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
  - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
  - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
  - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.
- 15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

#### Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- **b.** The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
  - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200. Subpart F - Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements. Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F - Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs. including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F - Audit Requirements, An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
  - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
  - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <u>https://harvester.census.gov/facweb/</u> the audit reporting package as required by 2 CFR Part 200, Subpart F Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to <u>FDOTSingleAudit@dot.state.fl.us</u> within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the earlier of the audit period.
  - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

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audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

- 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
- 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- 3. Wholly or partly suspend or terminate the Federal award;
- 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
- 5. Withhold further Federal awards for the Project or program;
- 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, Florida 32399-0450 FDOTSingleAudit@dot.state.fl.us

#### State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- **b.** The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
  - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or projectspecific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "G", Audit Requirements for Awards of State Financial Assistance, to this Agreement indicates state financial

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assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at <u>FDOTSingleAudit@dot.state.fl.us</u> no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and <u>elects</u> to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, Florida 32399-0405 FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General Local Government Audits/342 111 West Madison Street, Room 401 Tallahassee, FL 32399-1450 Email: flaudgen\_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.
- **16.** Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

### 17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. E-Verify. The Agency shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
  - **ii.** Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

#### 18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification contracts contractors/subcontractors in all with and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and

persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad

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shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

#### 19. Miscellaneous:

- a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- **g.** Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an

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updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

- i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- **j.** Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Pensacola	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Ву:	Ву:
Name:	Name: Tim Smith, P. E.
Title:	Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION Legal Review:

### **EXHIBIT A**

### **Project Description and Responsibilities**

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Construct Heliport to Relocate Helicopter Operations

B. Project Location (limits, city, county, map): Pensacola International Airport/Pensacola, FL/Escambia

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): See Attachment 1

D. Deliverable(s): See Attachment 1

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

### F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.

## 435717-5 Project Description and Budget - Helipad Construction Pensacola International Airport

### **SECTION A: PROJECT DESCRIPTION**

This project consists of the construction of ten new concrete helicopter parking pads along Taxiway C. Three of the parking pads will accommodate larger helicopters (up to a Sikorsky H-53) via ground taxiway operations, and seven of the parking pads will accommodate smaller helicopters (up to a Bell 206L). The concrete pad pavement section consists of 11-inches of concrete pavement for the larger helicopter pads and 6-inches of concrete pavement for the smaller helicopter pads on 6-inches of cement treated base on subgrade. The construction also includes modifications of a portion of the taxiway lighting and marking on Taxiway C, associated erosion and sedimentation controls, and all associated safety and security measures. The Sponsor will comply with Aviation Program Assurances during the execution of this project.

### **SECTION B: PROJECT JUSTIFICATION**

The existing helicopter parking apron at the Pensacola International Airport is being reconstructed into a concrete apron, capable of accommodating remain-over-night (RON) aircraft for the airlines operating at the Airport. The helicopter parking pads in this project are required to accommodate those positions being lost for the RON apron work. The new locations of these helicopter pads are closer to the future general aviation fuel farm, which will reduce fuel truck traffic on the surrounding Airport roadways.

### SECTION C: DESCRIPTION OF PROFESSIONAL SERVICES

The Sponsor will comply with Aviation Program Assurances. As required by 215.971, F.S., this scope of work includes but is not limited to design, bidding, and construction phase services to construct the new helicopter parking pads. The design drawings consisted of 60%, 90%, 100% design drawings and bid documents. Construction phase services will consist of submittal review, response to RFIs, site visits, substantial and final inspections, and material acceptance testing.

**Payment & Deliverable Milestones.** Payment of the above listed items or tasks will be made after the following deliverables are received or milestones occur:

- 60% design documents
- 90% design documents
- 100% design documents
- Bid Award
- Completion of Construction Phase Services

Payment may be made on monthly basis in proportion to the percentage of completion.

**Note:** All professional services associated with design, bidding support, and construction administration for this project have either been performed or will be performed under a grant from the FAA.

### SECTION D: DESCRIPTION OF CONSTRUCTION

The construction contractor(s) for this project will be determined via a public competitive bidding process.

As required by 215.971, F.S., this scope of work includes but is not limited to mobilization and demobilization, erosion control, excavation, subgrade preparation, base course, surface course, joint construction, pavement markings, and lighting system improvements, including all materials, equipment, labor, and incidentals required to construct the helicopter apron pavement. The Sponsor will comply with Aviation Program Assurances.

The contractor(s) will be required to provide all performance and payment bonds, to ensure maintenance of traffic, to comply with all safety and security requirements, to perform final clean-up and to provide all documentation required by the contract. The contractor(s) shall furnish all materials, labor, incidentals, and supplies required to construct the project.

**Payment & Deliverable Milestones.** Payment will be made to the Contractor based on actual constructed quantities at the contract unit prices. Upon completion of the work and prior to final payment, a final change order will be prepared and executed to reflect the final contract amount.

### **PROJECT BUDGET ESTIMATES:**

Construction: FAA	\$ 1,034,190.00
FDOT	\$ 84,600.00
LF	84,600.00
Estimated Project Total:	\$ 1,203,390.00

### **ANTICIPATED PROJECT SCHEDULE:**

The project schedule is anticipated to require approximately 18 months from construction NTP to completion of this scope of work and progression from the project Notice-To-Proceed (NTP) will be as follows:

Task Order Preparation and Approvals	complete
Design Phase Services	complete
Bidding Phase Services (and contracts)	complete
Construction Administration Services and Construction	up-to 150 days
Project Close-Out	<u>30 days</u>
Total Proje	ect Duration: 180 days

### **ASSUMPTIONS AND EXCLUSIONS:**

 The contractor shall be responsible for performing all construction activities, including—but not limited to—implementing specified erosion control measures, NPDES permitting, and any local permitting required for construction.

### **EXHIBIT B**

### **Schedule of Financial Assistance**

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

### A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
435717-5-94-01	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$84,600
435717-5-94-01	FAA	088719	2021	751000	N/A	N/A	\$1,034,190
435717-5-94-01	LF	088719	2021	751000	N/A	N/A	\$84,600
			Tota	al Financial	Assistance		\$1,203,390

### B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Capital Equipment	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$84,600	\$84,600	\$1,034,190	\$1,203,390	7.03	7.03	85.94
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Totals	\$84,600	\$84,600	\$1,034,190	\$1,203,390			

\*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

### BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

#### Quinton Williams

Department Grant Manager Name

Signature

### EXHIBIT C

### TERMS AND CONDITIONS OF CONSTRUCTION

- 1. Design and Construction Standards and Required Approvals.
  - a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
  - b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, <u>Quinton Williams (email: quinton.williams@dot.state.fl.us)</u> or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
  - c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
  - **d.** The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
  - e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
  - f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- 2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:
  - a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is <u>Quinton Williams</u>.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- **g.** The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- I. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- **m.** The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- **n.** The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info: 850-330-1205

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. Engineer's Certification of Compliance. The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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### ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION and

PROJECT DESCRIPTION:

DEPARTMENT CONTRACT NO.: \_\_\_\_\_

FINANCIAL MANAGEMENT NO .: \_\_\_\_\_

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By:		

SEAL:

Name: \_\_\_\_\_

Date:

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### EXHIBIT D

### AGENCY RESOLUTION

### PLEASE SEE ATTACHED

### EXHIBIT E

### PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION AVIATION PROGRAM ASSURANCES

### A. General.

- 1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
- These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit "A", Project Description and Responsibilities, and Exhibit "B", Schedule of Financial Assistance, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
- 3. The Agency shall comply with the assurances as specified in this Agreement.
- 4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
- 5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
- 6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
- 7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
- 8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
- 9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
- **10.** Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

### B. Agency Compliance Certification.

- 1. General Certification. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
  - a. Florida Statutes (F.S.)
    - Chapter 163, F.S., Intergovernmental Programs
    - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
    - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
    - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
    - Chapter 332, F.S., Airports and Other Air Navigation Facilities
    - Chapter 333, F.S., Airport Zoning

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### b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

### c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

### d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook
- 2. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

### a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

#### b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

#### c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- 3. Land Acquisition Certification. The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

### a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

#### b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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### C. Agency Authority.

- 1. Legal Authority. The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
- 2. Financial Authority. The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

**D. Agency Responsibilities.** The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

### 1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

### 2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- **b.** For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

### 3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- **b.** If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

### 4. Hazard Removal and Mitigation.

- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

### 5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

#### 6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- **b.** The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

#### 7. Consistency with Airport Master Plan and Airport Layout Plan.

- **a.** The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- **b.** The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
  - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
  - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
  - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- **d.** Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

### 8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
  - 1) The Airport financial plan will be a part of the Airport Master Plan.
  - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
  - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- **b.** All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.
- 9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

### 10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- **b.** If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

### **11.** Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- **b.** The price charged for said lease will be based on market value, unless otherwise approved by the Department.

#### 12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
  - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.
- **13.** Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

### 14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
  - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
  - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
  - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- **b.** Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

#### 15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- **b.** If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

### 16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- **b.** The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.
- **17. Exclusive Rights.** The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

### 18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- **b.** The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.
- 19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

#### 20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- **b.** Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.
- 21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:
  - a. Execute the project per the approved project narrative or with approved modifications.
  - **b.** Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
  - c. Make such project materials available for public review, unless exempt from public disclosure.
    - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
    - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
  - **d.** Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
  - e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
    - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
    - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
    - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- **g.** The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

#### 22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.
- b. Administration. Maintain direct control of Project administration, including:
  - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
  - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
  - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
  - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
  - 5) Establish a Project account for the purchase of the land.
  - 6) Collect and disburse federal, state, and local project funds.
- **c.** Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
  - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
  - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
  - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
  - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- **d.** New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
  - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
  - 2) Complete an Airport Master Plan within two years of land purchase.
  - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
  - For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
  - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
  - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.
- 23. Construction Projects. The Agency assures that it will:
  - a. Project Certifications. Certify Project compliances, including:
    - 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
    - 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
    - 3) Completed construction complies with all applicable local building codes.
    - 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.
  - **b. Design Development.** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:
    - 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
    - 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
    - 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
    - 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.
  - c. Inspection and Approval. The Agency assures that:
    - 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
    - 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
    - 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.
  - d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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#### 24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
  - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
  - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial noncompliance with the terms of the local agreement.
- b. Private Agreements. For noise compatibility projects on privately owned property:
  - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
  - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial noncompliance with the terms of the agreement.

- End of Exhibit E -

## EXHIBIT F

### Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means,

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Agency shall complete and submit the following Project Close-Out Review Confirmation to the Department after final reimbursement is received.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <u>http://www.myfloridacfo.com/aadir/reference\_guide/.</u>

# Project Close-Out Review Confirmation

Airport:	

Project Number: \_\_\_\_\_("Project")

Contract Number: \_\_\_\_\_

Total Contract Amount:

Remaining Balance:

On behalf of \_\_\_\_\_\_, I acknowledge that the project has been completed in accordance with the terms of the Public Transportation Grant Agreement ("Agreement").

I acknowledge that all contract records relating or pertaining to the Agreement have been reviewed and payments for all submitted invoices have been received in full and there are no outstanding invoices pending submittal. Accordingly, it is understood that all reimbursements have been made under this agreement.

I hereby certify that the aforementioned information is true and correct.

Signature - Airport Representative (name and title)

Airport Name

## EXHIBIT G

## AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

#### THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

#### SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency:Florida Department of TransportationState Project Title:Aviation Grant ProgramCSFA Number:55.004\*Award Amount:\$84,600

\*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

# COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number <u>55.004</u> are provided at: <u>https://apps.fldfs.com/fsaa/searchCompliance.aspx</u>

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx



Memorandum

File #: 20-00309

City Council

7/16/2020

# LEGISLATIVE ACTION ITEM

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

SUBJECT:

AIRPORT - STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AMENDMENT TO THE PUBLIC TRANSPORTATION AGREEMENT 441494-2-94-01

## **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 \$34,000,000 for Pensacola International Airport Facilities Development related to the 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.

## **HEARING REQUIRED:** No Hearing Required

# SUMMARY:

On December 17, 2013, the City executed a nonbinding Memorandum of Understanding with ST Aerospace allowing the City of Pensacola to begin contract negotiations with VT Mobile Aerospace Engineering, Inc. (VT MAE) for the construction and operation of a maintenance, repair, and overhaul (MRO) facility at the Pensacola International Airport. City Council approved the negotiated lease agreement on September 9, 2014. The 173,000 sq. ft. facility officially opened in June 2018 and is on the way to creating 400 new high-wage jobs for the area.

The Mayor and Staff have a longer-term strategy to grow the MRO capacity, sometimes referred to as "Project Titan." A second hangar similar in size and configuration to the first hangar, a possible support services center, an aircraft apron, and automobile parking would be constructed on 16 acres of Airport property directly south of the first hangar. The construction of this second hangar area was otherwise contemplated and accounted for during the development process for the first hangar and is referenced in the current real property lease with VT MAE. Additional facilities consisting of two hangars, each approximately 191,000 sq. ft., a 100,000 sq. ft. support services center, a 120,000 sq. ft. administrative office building, aircraft aprons, and automobile parking would also be constructed on approximately 50 acres of Airport property adjacent to Tippin Avenue on the west side of the Airport. It is expected that the project will create a minimum of 1,325 full-time jobs with an annual average salary of \$44,461, excluding benefits. The total project cost of \$210,125,000 is funded by a combination of VT MAE investment, state and federal grants, and local funds.

The Florida Department of Transportation (FDOT) was a significant contributor of funding to construct Hangar 1, and is committed to Project Titan as well. Overall, FDOT committed \$45,000,000 to Project Titan, with amounts to be allocated over several years. An initial amount of \$8,000,000 was provided in 2019 and accepted by Council at the meeting of August 8, 2019. This amendment will provide an allocation of an additional \$34,000,000 towards the total grant amount. Two future allocations in 2021 and 2022 will provide the remaining \$3,000,000.

# PRIOR ACTION:

June 13, 2013 - City Council adopted a resolution to support the acceptance of a grant offered by the Florida Department of Transportation as a Joint Participation Agreement # 43360229401 in the amount of \$11,090,000 for air commerce park phases I and IA - Infrastructure Development.

February 13, 2014 - City Council Discussion Item and Presentation on the ST Aerospace Economic Development Project at the Pensacola International Airport.

February 27, 2014 - City Council approved the Interlocal Agreement with Escambia County and the City of Pensacola for Funding of Economic Development Project - ST Aerospace of Mobile, Inc.

September 9, 2014 - City Council approved the lease with VT Mobile Aerospace Engineering.

July 16, 2015 - City Council approved the selection of Greenhut Construction and authorized the Mayor to execute the contract.

September 17, 2015 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreement # 43571729401 in the amount of \$1,531,546 for construction funding to expand the cargo apron and construct a taxiway connector at the Pensacola International Airport of which \$1,121,242 will be used towards taxiway connecting future VT MAE facility to runway 17-35.

March 17, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreements # 42030029401, # 42960929401, and # 42960939401 in the amount of \$2,975,305 for construction of a taxiway connector at the Pensacola International Airport.

April 14, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreement # 43571769401 in the amount of \$8,599,600 for construction of a hangar at the Pensacola International Airport.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the lease the VT Mobile Aerospace Engineering.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the contract with Atkins North America.

February 8, 2017 - City Council authorized the Mayor to execute Amendment No. 2 and Amendment

City Council

No. 3 to the contract with Atkins North America.

March 8, 2018 - City Council authorized the Mayor to execute acceptance of the State of Florida Department of Economic Opportunity Grant Agreement G0009 in the amount of \$4,000,000 for construction of infrastructure related to MRO expansion.

September 13, 2018 - City Council authorized the Mayor to accept and execute the State of Florida Department of Transportation Public Transportation Grant Agreement Financial Project 441494-2-94-01 in the amount of \$3,000,000 for Pensacola International Airport Facilities Development related to MRO expansion.

September 13, 2018 - City Council committed funding in the amount of \$10 million from Local Option Sales Tax Series IV in support of the aerospace maintenance repair and overhaul (MRO) campus expansion.

February 6, 2019 - City Council approved the amended Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola related to additional funding requirements for the aerospace maintenance, repair, and overhaul (MRO) campus expansion at the Pensacola International Airport, and approved additional Local Option Sales Tax IV funding of \$5 million for the City's share of the aerospace maintenance, repair, and overhaul (MRO) campus expansion at the Pensacola International Airport.

March 28, 2019 - City Council authorized the Mayor to accept and execute the Project Development Agreement, the Master Lease of Real Property, the Triumph Grant Award Agreement, and a State of Florida Dept. of Economic Opportunity Grant in the amount of \$10,000,000.

August 8, 2019 - City Council authorized the Mayor to accept and execute Financial Award No. 04-79 -07378 from the U.S. Department of Commerce, Economic Development Administration in the amount of \$12,250,000 for the MRO expansion, and authorized the Mayor to accept and execute State of Florida Dept. of Transportation Amendment to the grant agreement for Financial Project 441494-2-94-01 in the amount of \$8,000,000 for the MRO expansion.

January 16, 2020 - City Council approved the selection of Brasfield & Gorrie, LLC, as the Construction Manager at Risk for Hangar 2 and authorized the Mayor to execute the contract.

March 26, 2020 - City Council authorized the Mayor to execute acceptance of the State of Florida Department of Economic Opportunity Florida Job Growth Infrastructure Grant Agreement in the amount of \$4,875,000 related to the MRO aviation campus expansion project.

## FUNDING:

Budget: \$ 35,000,000 ST Aerospace Engineering 3,000,000 State Legislature 14,000,000 Governor's Job Growth 45,000,000 FDOT Grant 15,000,000 Escambia County

# City Council

15,000,000City Local Option Sales Tax Series IV12,250,000Federal - U.S. Economic Development Administration66,000,000Triumph Gulf Coast4,875,000Florida DEO Grant\$ 210,125,000Florida DEO Grant

Actual: <u>\$210,125,000</u>

# FINANCIAL IMPACT:

The funds for the project were originally appropriated on Supplemental Budget Resolution 2019-13 and were carried forward from FY 2019 to FY 2020 on Supplemental Budget Resolution No. 2019-70.

## CITY ATTORNEY REVIEW: Yes

6/15/2020

# STAFF CONTACT:

Keith Wilkins, City Administrator Richard Barker, Jr., Deputy City Administrator - Administration and Enterprise Matt Coughlin, Airport Director

# ATTACHMENTS:

- 1) State of Florida Department of Transportation Amendment to the Public Transportation Grant Agreement # 441494-2-94-01
- 2) Resolution No. 2020-18 for Grant Amendment

## PRESENTATION: No

### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION AMENDMENT TO THE PUBLIC TRANSPORTATION **GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) 441494-2-94-01		Fund(s):	DPTO,GMR	FLAIR Category:	088719
		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award		Org. Code:	55032020329
		Identification Number (FAIN) – Transit only:		Vendor Number:	VF596000406004
Contract Number:	G0Z27	Federal Award Date:		Amendment No.:	2
CFDA Number:	N/A	Agency DUNS Number:			
CFDA Title:	N/A		-	e	
CSFA Number:	55.004				
CSFA Title:	Aviation Gr	ant Program			

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered , by and between the State of Florida, Department of Transportation into on ("Department"), and City of Pensacola, ("Agency"), collectively referred to as the "Parties."

## RECITALS

WHEREAS, the Department and the Agency on <u>10/31/2018</u> (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

- 1. Amendment Description. The project is amended to increase project funding by \$34,000,000
- 2. Program Area. For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):
  - X **Aviation**
  - Seaports
  - Transit
  - Intermodal
  - **Rail Crossing Closure**
  - Match to Direct Federal Funding (Aviation or Transit)
    - (Note: Section 15 and Exhibit G do not apply to federally matched funding) Other
- 3. Exhibits. The following Exhibits are updated, attached, and incorporated into this Agreement:
  - Exhibit A: Project Description and Responsibilities
  - X Exhibit B: Schedule of Financial Assistance
  - \*Exhibit B1: Deferred Reimbursement Financial Provisions
  - \*Exhibit B2: Advance Payment Financial Provisions \_
  - \*Exhibit C: Terms and Conditions of Construction
  - X Exhibit D: Agency Resolution
  - Exhibit E: Program Specific Terms and Conditions \_
  - Exhibit F: Contract Payment Requirements
  - x \*Exhibit G: Financial Assistance (Single Audit Act)
  - \*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
  - \*Additional Exhibit(s):

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-03 STRATEGIC DEVELOPMENT OGC 11/19

#### 4. Project Cost.

The estimated total cost of the Project is  $\underline{X}$  increased/\_\_\_\_ decreased by <u>\$68,000,000</u> bringing the revised total cost of the project to <u>\$87,000,000</u>.

The Department's participation is  $\underline{X}$  increased/ decreased by <u>\$34,000,000</u>. The Department agrees to participate in the Project cost up to the maximum amount of <u>\$45,000,000</u>, and, additionally the Department's participation in the Project shall not exceed <u>51.72</u>% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY City of Pensacola

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

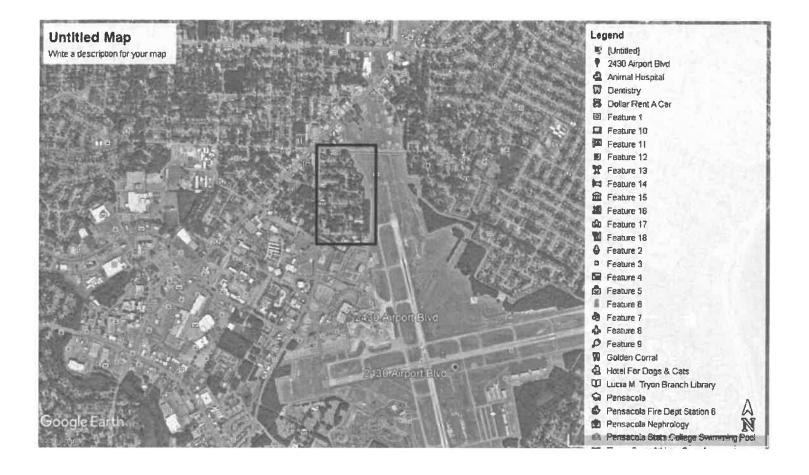
By:	
Name:	
Title:	

By:

Name: <u>Tim Smith, P. E.</u> Title: <u>Director of Transportation Development</u>

## STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review:



## EXHIBIT B

#### Schedule of Financial Assistance

# FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

#### A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
441494-2-94-01	DPTO	088719	2019	751000	55.004	Aviation Grant Program	\$3,000,000
441494-2-94-01	DPTO	088719	2020	751000	55.004	Aviation Grant Program	\$8,000,000
441494-2-94-01	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$14,000,000
441494-2-94-01	GMR	088719	2021	751000	55.004	Aviation Grant Program	\$20,000,000
441494-2-94-01	LF	088719	2021	751000	55.004	Aviation Grant Program	\$34,000,000
441494-2-94-01	LF	088719	2020	751000	55.004	Aviation Grant Program	\$8,000,000
	12		Tota	al Financial /	Assistance		\$87,000,000

#### B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$45,000,000	\$42,000,000	\$0	\$87,000,000	51.72	48.28	0.00
Capital Equipment	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Totals	\$45,000,000	\$42,000,000	\$0	\$87,000,000			

\*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.  $\$ 

#### BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

**Quinton Williams** 

Department Grant Manager Name

Signature

Date

Form 725-000-02 STRATEGIC DEVELOPMENT OGC 02/20

## EXHIBIT D

## AGENCY RESOLUTION

## PLEASE SEE ATTACHED

## EXHIBIT G

#### AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

#### THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

### SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

 Awarding Agency:
 Florida Department of Transportation

 State Project Title:
 Aviation Grant Program

 CSFA Number:
 55.004

 \*Award Amount:
 \$45,000,000

\*The award amount may change with amendments

١

Specific project information for CSFA Number 55.004 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

# COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number <u>55.004</u> are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

# RESOLUTION NO. 2020-18

## A RESOLUTION TO BE ENTITLED:

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.

WHEREAS, The City of Pensacola uses Airport Management as a tool for scheduling and planning projects at the Pensacola International Airport; and

WHEREAS, The City of Pensacola and Airport Management are planning the expansion of aircraft maintenance, repair, and overhaul facilities at Pensacola International Airport; and

WHEREAS, the expanded facilities will involve the design and construction of three additional hangars and associated aprons and taxiways, a support services center, an administrative office building, and necessary automotive parking; and

WHEREAS, the Florida Department of Transportation has approved the project and offered an additional Amendment to the Public Transportation Grant Agreement in the amount of \$34,000,000 to support the design and construction efforts;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA AS FOLLOWS:

SECTION 1. That the City of Pensacola shall accept and execute the Amendment to the Public Transportation Grant Agreement for the purpose of obtaining State aid for the Airport's facilities development related to MRO expansion.

SECTION 2. The Mayor is hereby empowered to take all actions necessary relating to this Resolution, the duties hereunder, and execute any agreements or documents related hereto.

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



Memorandum

File #: 2020-18

City Council

7/16/2020

# LEGISLATIVE ACTION ITEM

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

SUBJECT:

RESOLUTION NO. 2020-18 - STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AMENDMENT TO THE PUBLIC TRANSPORTATION AGREEMENT 441494-2-94-01

# **RECOMMENDATION:**

That City Council adopt Resolution No. 2020-18.

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

**HEARING REQUIRED:** No Hearing Required

# SUMMARY:

On December 17, 2013, the City executed a nonbinding Memorandum of Understanding with ST Aerospace allowing the City of Pensacola to begin contract negotiations with VT Mobile Aerospace Engineering, Inc. (VT MAE) for the construction and operation of a maintenance, repair, and overhaul (MRO) facility at the Pensacola International Airport. City Council approved the negotiated lease agreement on September 9, 2014. The 173,000 sq. ft. facility officially opened in June 2018 and is on the way to creating 400 new high-wage jobs for the area.

The Mayor and Staff have a longer-term strategy to grow the MRO capacity, sometimes referred to as "Project Titan." A second hangar similar in size and configuration to the first hangar, a possible support services center, an aircraft apron, and automobile parking would be constructed on 16 acres of Airport property directly south of the first hangar. The construction of this second hangar area was otherwise contemplated and accounted for during the development process for the first hangar and is referenced in the current real property lease with VT MAE. Additional facilities consisting of two hangars, each approximately 191,000 sq. ft., a 100,000 sq. ft. support services center, a 120,000 sq. ft. administrative office building, aircraft aprons, and automobile parking would also be constructed on approximately 50 acres of Airport property adjacent to Tippin Avenue on the west side of the Airport. It is expected that the project will create a minimum of 1,325 full-time jobs with an annual average

File #: 2020-18

salary of \$44,461, excluding benefits. The total project cost of \$210,125,000 is funded by a combination of VT MAE investment, state and federal grants, and local funds.

The Florida Department of Transportation (FDOT) was a significant contributor of funding to construct Hangar 1, and is committed to Project Titan as well. Overall, FDOT committed \$45,000,000 to Project Titan, with amounts to be allocated over several years. An initial amount of \$8,000,000 was provided in 2019 and accepted by Council at the meeting of August 8, 2019. This amendment will provide an allocation of an additional \$34,000,000 towards the total grant amount. Two future allocations in 2021 and 2022 will provide the remaining \$3,000,000.

# PRIOR ACTION:

June 13, 2013 - City Council adopted a resolution to support the acceptance of a grant offered by the Florida Department of Transportation as a Joint Participation Agreement # 43360229401 in the amount of \$11,090,000 for air commerce park phases I and IA - Infrastructure Development.

February 13, 2014 - City Council Discussion Item and Presentation on the ST Aerospace Economic Development Project at the Pensacola International Airport.

February 27, 2014 - City Council approved the Interlocal Agreement with Escambia County and the City of Pensacola for Funding of Economic Development Project - ST Aerospace of Mobile, Inc.

September 9, 2014 - City Council approved the lease with VT Mobile Aerospace Engineering.

July 16, 2015 - City Council approved the selection of Greenhut Construction and authorized the Mayor to execute the contract.

September 17, 2015 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreement # 43571729401 in the amount of \$1,531,546 for construction funding to expand the cargo apron and construct a taxiway connector at the Pensacola International Airport of which \$1,121,242 will be used towards taxiway connecting future VT MAE facility to runway 17-35.

March 17, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreements # 42030029401, # 42960929401, and # 42960939401 in the amount of \$2,975,305 for construction of a taxiway connector at the Pensacola International Airport.

April 14, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreement # 43571769401 in the amount of \$8,599,600 for construction of a hangar at the Pensacola International Airport.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the lease the VT Mobile Aerospace Engineering.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the contract

with Atkins North America.

February 8, 2017 - City Council authorized the Mayor to execute Amendment No. 2 and Amendment No. 3 to the contract with Atkins North America.

March 8, 2018 - City Council authorized the Mayor to execute acceptance of the State of Florida Department of Economic Opportunity Grant Agreement G0009 in the amount of \$4,000,000 for construction of infrastructure related to MRO expansion.

September 13, 2018 - City Council authorized the Mayor to accept and execute the State of Florida Department of Transportation Public Transportation Grant Agreement Financial Project 441494-2-94-01 in the amount of \$3,000,000 for Pensacola International Airport Facilities Development related to MRO expansion.

September 13, 2018 - City Council committed funding in the amount of \$10 million from Local Option Sales Tax Series IV in support of the aerospace maintenance repair and overhaul (MRO) campus expansion.

February 6, 2019 - City Council approved the amended Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola related to additional funding requirements for the aerospace maintenance, repair, and overhaul (MRO) campus expansion at the Pensacola International Airport, and approved additional Local Option Sales Tax IV funding of \$5 million for the City's share of the aerospace maintenance, repair, and overhaul (MRO) campus expansion at the Pensacola International Airport.

March 28, 2019 - City Council authorized the Mayor to accept and execute the Project Development Agreement, the Master Lease of Real Property, the Triumph Grant Award Agreement, and a State of Florida Dept. of Economic Opportunity Grant in the amount of \$10,000,000.

August 8, 2019 - City Council authorized the Mayor to accept and execute Financial Award No. 04-79 -07378 from the U.S. Department of Commerce, Economic Development Administration in the amount of \$12,250,000 for the MRO expansion, and authorized the Mayor to accept and execute State of Florida Dept. of Transportation Amendment to the grant agreement for Financial Project 441494-2-94-01 in the amount of \$8,000,000 for the MRO expansion.

January 16, 2020 - City Council approved the selection of Brasfield & Gorrie, LLC, as the Construction Manager at Risk for Hangar 2 and authorized the Mayor to execute the contract.

March 26, 2020 - City Council authorized the Mayor to execute acceptance of the State of Florida Department of Economic Opportunity Florida Job Growth Infrastructure Grant Agreement in the amount of \$4,875,000 related to the MRO aviation campus expansion project.

## FUNDING:

Budget: \$ 35,000,000 ST Aerospace Engineering 3,000,000 State Legislature 14,000,000 Governor's Job Growth City Council

45,000,000FDOT Grant15,000,000Escambia County15,000,000City Local Option Sales Tax Series IV12,250,000Federal - U.S. Economic Development Administration66,000,000Triumph Gulf Coast4,875,000Florida DEO Grant\$ 210,125,000Florida DEO Grant

Actual: <u>\$210,125,000</u>

# FINANCIAL IMPACT:

The funds for the project were originally appropriated on Supplemental Budget Resolution 2019-13 and were carried forward from FY 2019 to FY 2020 on Supplemental Budget Resolution No. 2019-70.

## CITY ATTORNEY REVIEW: Yes

6/15/2020

# STAFF CONTACT:

Keith Wilkins, City Administrator Richard Barker, Jr., Deputy City Administrator - Administration and Enterprise Matt Coughlin, Airport Director

# ATTACHMENTS:

- 1) Resolution No. 2020-18
- 2) State of Florida Department of Transportation Amendment to the Public Transportation Grant Agreement # 441494-2-94-01

PRESENTATION: No

# RESOLUTION NO. 2020-18

## A RESOLUTION TO BE ENTITLED:

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.

WHEREAS, The City of Pensacola uses Airport Management as a tool for scheduling and planning projects at the Pensacola International Airport; and

WHEREAS, The City of Pensacola and Airport Management are planning the expansion of aircraft maintenance, repair, and overhaul facilities at Pensacola International Airport; and

WHEREAS, the expanded facilities will involve the design and construction of three additional hangars and associated aprons and taxiways, a support services center, an administrative office building, and necessary automotive parking; and

WHEREAS, the Florida Department of Transportation has approved the project and offered an additional Amendment to the Public Transportation Grant Agreement in the amount of \$34,000,000 to support the design and construction efforts;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA AS FOLLOWS:

SECTION 1. That the City of Pensacola shall accept and execute the Amendment to the Public Transportation Grant Agreement for the purpose of obtaining State aid for the Airport's facilities development related to MRO expansion.

SECTION 2. The Mayor is hereby empowered to take all actions necessary relating to this Resolution, the duties hereunder, and execute any agreements or documents related hereto.

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

### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION AMENDMENT TO THE PUBLIC TRANSPORTATION **GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) 441494-2-94-01		Fund(s):	DPTO,GMR	FLAIR Category:	088719
		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award		Org. Code:	55032020329
		Identification Number (FAIN) – Transit only:		Vendor Number:	VF596000406004
Contract Number:	G0Z27	Federal Award Date:		Amendment No.:	2
CFDA Number:	N/A	Agency DUNS Number:			
CFDA Title:	N/A		-	e	
CSFA Number:	55.004				
CSFA Title:	Aviation Gr	ant Program			

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered , by and between the State of Florida, Department of Transportation into on ("Department"), and City of Pensacola, ("Agency"), collectively referred to as the "Parties."

## RECITALS

WHEREAS, the Department and the Agency on <u>10/31/2018</u> (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

- 1. Amendment Description. The project is amended to increase project funding by \$34,000,000
- 2. Program Area. For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):
  - X **Aviation**
  - Seaports
  - Transit
  - Intermodal
  - **Rail Crossing Closure**
  - Match to Direct Federal Funding (Aviation or Transit)
    - (Note: Section 15 and Exhibit G do not apply to federally matched funding) Other
- 3. Exhibits. The following Exhibits are updated, attached, and incorporated into this Agreement:
  - Exhibit A: Project Description and Responsibilities
  - X Exhibit B: Schedule of Financial Assistance
  - \*Exhibit B1: Deferred Reimbursement Financial Provisions
  - \*Exhibit B2: Advance Payment Financial Provisions \_
  - \*Exhibit C: Terms and Conditions of Construction
  - X Exhibit D: Agency Resolution
  - Exhibit E: Program Specific Terms and Conditions \_
  - Exhibit F: Contract Payment Requirements
  - x \*Exhibit G: Financial Assistance (Single Audit Act)
  - \*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
  - \*Additional Exhibit(s):

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-03 STRATEGIC DEVELOPMENT OGC 11/19

#### 4. Project Cost.

The estimated total cost of the Project is  $\underline{X}$  increased/\_\_\_\_ decreased by <u>\$68,000,000</u> bringing the revised total cost of the project to <u>\$87,000,000</u>.

The Department's participation is  $\underline{X}$  increased/ decreased by <u>\$34,000,000</u>. The Department agrees to participate in the Project cost up to the maximum amount of <u>\$45,000,000</u>, and, additionally the Department's participation in the Project shall not exceed <u>51.72</u>% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY City of Pensacola

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

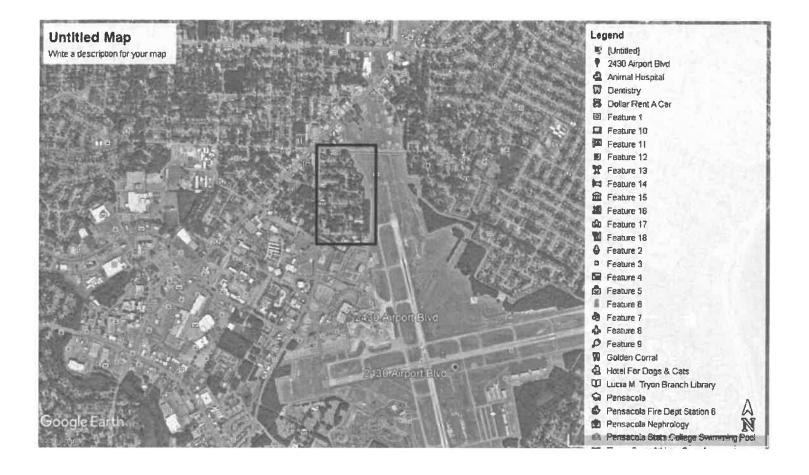
By:	
Name:	
Title:	

By:

Name: <u>Tim Smith, P. E.</u> Title: <u>Director of Transportation Development</u>

## STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review:



## EXHIBIT B

#### Schedule of Financial Assistance

# FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

#### A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
441494-2-94-01	DPTO	088719	2019	751000	55.004	Aviation Grant Program	\$3,000,000
441494-2-94-01	DPTO	088719	2020	751000	55.004	Aviation Grant Program	\$8,000,000
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441494-2-94-01	GMR	088719	2021	751000	55.004	Aviation Grant Program	\$20,000,000
441494-2-94-01	LF	088719	2021	751000	55.004	Aviation Grant Program	\$34,000,000
441494-2-94-01	LF	088719	2020	751000	55.004	Aviation Grant Program	\$8,000,000
	12		Tota	al Financial /	Assistance		\$87,000,000

#### B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$45,000,000	\$42,000,000	\$0	\$87,000,000	51.72	48.28	0.00
Capital Equipment	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Totals	\$45,000,000	\$42,000,000	\$0	\$87,000,000			

\*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.  $\$ 

#### BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

**Quinton Williams** 

Department Grant Manager Name

Signature

Date

Form 725-000-02 STRATEGIC DEVELOPMENT OGC 02/20

## EXHIBIT D

## AGENCY RESOLUTION

## PLEASE SEE ATTACHED

## EXHIBIT G

#### AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

#### THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

### SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

 Awarding Agency:
 Florida Department of Transportation

 State Project Title:
 Aviation Grant Program

 CSFA Number:
 55.004

 \*Award Amount:
 \$45,000,000

\*The award amount may change with amendments

١

Specific project information for CSFA Number 55.004 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

# COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number <u>55.004</u> are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx



Memorandum

File #: 20-00321

City Council

7/16/2020

# LEGISLATIVE ACTION ITEM

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

SUBJECT:

REQUEST FOR LICENSE TO USE RIGHT OF WAY - 2110 LAKEVIEW AVENUE

## **RECOMMENDATION:**

That City Council consider the request for a License to Use Right of Way for a fence at 2110 Lakeview Avenue.

# **HEARING REQUIRED:** No Hearing Required

## SUMMARY:

Ryan and Lindsey Norenberg are requesting approval for a License to Use for a four (4) foot black aluminum fence within the Right of Way in front of their home at 2110 Lakeview Avenue. The fence would be located no closer than ten (10) feet off the curb of Lakeview Avenue. The purpose of this request is to allow for a fenced-in front yard.

On June 9, 2020, the Planning Board unanimously recommended denial of the request.

# PRIOR ACTION:

None

# FUNDING:

N/A

## FINANCIAL IMPACT:

None

## CITY ATTORNEY REVIEW: Yes

6/22/2020

# STAFF CONTACT:

Keith Wilkins, City Administrator

Kerrith Fiddler, Deputy City Administrator - Community Development Sherry Morris, AICP, Planning Services Director

# ATTACHMENTS:

- 1) License to Use Right of Way Application
- 2) Planning Board Minutes June 9 2020 DRAFT

# **PRESENTATION:** No

														Pe	ens	city o acc	fla
License To Use City	Rig	ht-C	)f-W	ay												First S Histori	Settlement ic City
Application Fee: \$500.00 Rehearing/Rescheduling Annual Fee: N/A Insurance Coverage: \$30	) ; Fee:	\$100	0.00		App Reh	nmer licatio earing ual Fe	n Fee: /Resc	(Min (Ma heduli	or) \$5 or) \$1 ng Fe	00.00 L,000.0 e: \$10			c	ensac haller pplicat	ige G	rant	oorhood
					Insu	rance	Cover			\$1,00 ,000.0							
Applicant:	Ry	an I	Vore	nber	g												
Applicant's Address:	21	10 E	. Lal	cevie	w Av	ve.											
Email:	rno	oren	berg7	7@g	mail.	com					I	Pho	ne: (8	50) 2	91-0	821	
I, the undersigned applicant to use. I have received a co Planning Board and City Co- understand that this applica review from the Planning Bo from the City Engineering D Applicant's Signature: ** If License Agreement in	py of uncil ation oard epar	the mee will or C tmer	applic tings. be co ity Co nt pric unt pric	able i In the nsider uncil. or to a <u>A</u> use o	regula e case red du If app iny wo hor a Pe	tions of the uring t plicab ork co	and u e Pen he ex le, I u mme	eight	stand a Nei on of tand with	that ghbor the c a City in the	l mu rhoo ontr / Rig righ [ halle	st be d Ch act a ht-of t-of- <b>Date</b>	e prese allenge nd do -Way way.	ent on e Gran es not permit	the da t appl requi must	ate of icatio re fur be ac	the ns, l ther cquired
Property Information																	
Property Owner:	Ry	an a	nd L	inds	ey No	oren	berg				F	hor	ne: (8	50) 29	91-08	21	
Location Address:	211	0 E	Lak	eviev	w Av	e.											
Parcel ID #	0	0	_ 0	S	_ 0	0	9	0	4	0	_ 0	3	0	_ 0	4	1	
Purpose of Use of City R	ight	-Of-	Way:	F	or my	/ chile	dren'	s saf	ety I	inten	id to	fen	ce in i	my pr	opert	y and	
would like to install a 4 <del>beyond my property lin</del> Requesting to erect fer	le a	uet	o the	ext	ent o	t the	riah	t of	wav	hetv	reet	1 ho	maa	ndet	eviev reet.	v Ave	e

Please attach a map indicating the actual dimensions of the requested license.

	For Office Use Only	
District:		Zoning:
Date Received:	Case Number:	Annual Fee:
lanning Board date:	Recommendation:	Amount of Insurance Coverage:
City Council date:	Council Action:	Coverage.

	Planning Services
222 W	V. Main Street * Pensacola, Florida 32502
	(850) 435-1670
Mail to:	P.O. Box 12910 * Pensacola, Florida 32521

## License To Use City Right-Of-Way



Sec. 12-12-7. License to use right-of-way.

- (A) Application.
  - An application for license to use right-of-way must be submitted to the Planning Department at least twenty-one (21) days prior to the regularly scheduled meeting of the Planning 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 has been submitted:
    - (a) The application shall be submitted on a form provided by the Board Secretary.
    - (b) Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:
      - 1. Accurate site plan drawn to scale;
      - 2. Reason for license to use request.
  - (4) 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.
  - (5) Any party may appear in person, by agent, or by attorney.
  - (6) Any application may be withdrawn prior to action of the Planning Board or City Council at the discretion of the applicant initiating the request upon written notice to the Board secretary.
- (B) Planning Board review and recommendation. The community development department will distribute copies of the request for a license to use right-of-way to the appropriate city departments and public agencies for review and comment. Said departments shall submit written recommendations of approval, disapproval or suggested revisions, and reasons therefore, to the community development department. The Planning Board shall review the license to use right-of-way request and make a recommendation to the City Council.
  - (1) Public Notice for license to use right-of-way.
    - (a) The community development department shall notify addresses within a three hundred-foot radius, as identified by the current Escambia County tax roll maps, of the right-of-way proposed to be licensed with a public notice by post card at least five (5) days prior to the Board meeting. The public notice shall state the date, time, and place of the Board meeting.
- (C) City Council review and action. The Planning Board recommendation shall be forwarded to the City Council for review and action.
  - (1) Notice and hearing. The community development department shall notify addresses within a three hundred-foot radius, as identified on the Escambia County tax roll maps, of the right-of-way proposed to be licensed with a public notice by post card at least five (5) days prior to the Council meeting. The public notice shall state the date, time, and place of the Council meeting.
  - (2) Action. The City Council shall approve, approve with modifications, or deny the license to use right-of-way request. If the request is approved by City Council, a license to use agreement will be drawn, at which time the license becomes effective upon execution by the applicant and the City and payment by the applicant of any required fee.

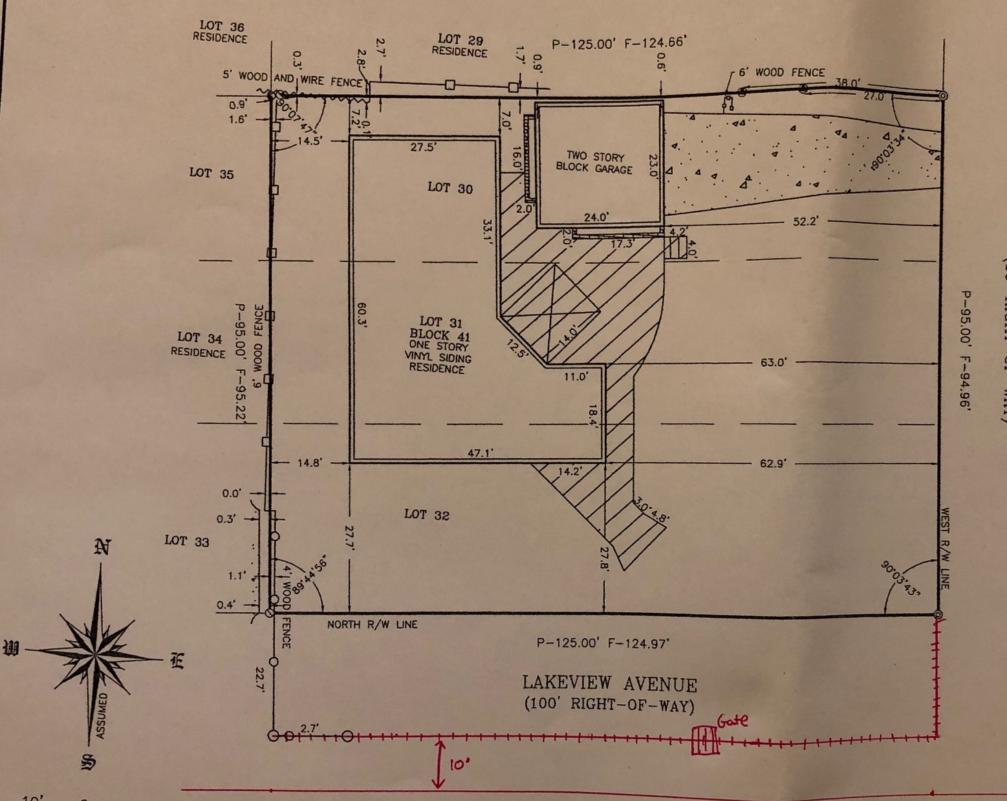
Additional Information Required for Corporations and LLCs: If approved, this information will be used as part of the legal agreement. Must be licensed to do business within the State of Florida.

#### Corporation:

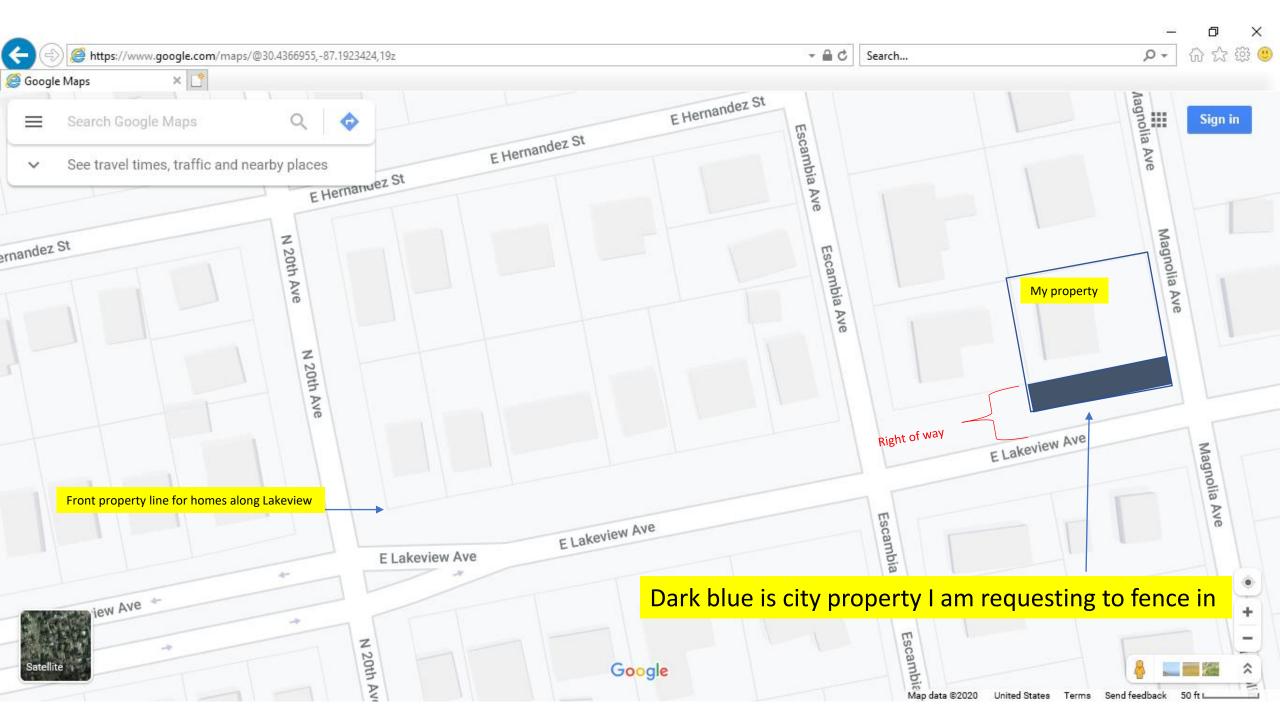
Full legal name of the Corporation:

Official Corporate Address: President or Vice-President: Name & Title –	
Corporate Secretary: Name – Limited Liability Company (LLC): Full legal name of company:	
Official Address:	
Managing Member or member: Name & Title –	

Planning Services 222 W. Main Street \* Pensacola, Florida 32502 (850) 435-1670 Mail to: P.O. Box 12910 \* Pensacola, Florida 32521



MAGNOLIA AVENUE (50' RIGHT-OF-WAY)



# Example of type of fencing



Review Routing Project: 2110 Lakeview BLVD LTU

Department:	Comments:
FIRE PW/E	No objections. The City surveyor noted that a fence deep intothe ROW may be apotential sight safety issue for drivers attempting to turn right from Magnolia Ave. onto Lakeview Ave.
InspSvcs	No comments.
ESP	Gas servise to the property crosses perpendicular to the proposed fence and would need to be located and protected using the Florida 811 one-call system. A natural gas main is located at the west R/W line of Magnolia. The gas main along Lakeview is in the south R/W and therefore would not be affected by the proposed fence.
ECUA	No objection to the proposed fence; however, ECUA will need the applicant to relocate the water meter outside of the fence at their expense and provide clear access at all times for ECUa staff to operate and maintain the meter.
GPW	No comments.
ATT	There are no buried facilities on record in that location. No objections.

From: Sent: To: Subject: Annie Bloxson Thursday, May 28, 2020 7:28 AM Cynthia Cannon RE: 2110 E. Lakeview Ave - LTU Application

Good Morning,

I do not oppose to the LTU request to install 4' fencing.

Respectfully,

# Annie Bloxson

Fire Marshal Visit us at <u>PensacolaFire.com</u> 475 E. Strong St. Pensacola, FL 32501 Office: 850.436.5200 abloxson@cityofpensacola.com



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

## From: Cynthia Cannon <CCannon@cityofpensacola.com>

Sent: Wednesday, May 20, 2020 12:24 PM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris

From: Sent: To: Subject: Leslie Odom Thursday, May 28, 2020 9:15 AM Cynthia Cannon; Derrik Owens; Brad Hinote; Jonathan Bilby RE: 2110 E. Lakeview Ave - LTU Application

The addition of a metal fence deep into the right-of-way may be a potential sight safety issue with drivers attempting to turn right from Magnolia Ave onto Lakeview Ave. No other survey comments at this time.

Les Odom Lodom@cityofpensacola.com City Surveyor Public Works & Facilities City of Pensacola 850-436-5531



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From: Cynthia Cannon <CCannon@cityofpensacola.com>
Sent: Thursday, May 28, 2020 8:52 AM
To: Derrik Owens <DOwens@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Jonathan Bilby
<JBilby@cityofpensacola.com>; Leslie Odom <LOdom@cityofpensacola.com>
Subject: FW: 2110 E. Lakeview Ave - LTU Application

Good Morning,

The deadline for comments on Planning Board applications was yesterday and I've yet to receive comments from your departments on the attached. I can take no reply to mean no comment if necessary. Please remember that these applications proceed to City Council after they've been reviewed by Planning Board.

I work within a tight series of deadlines (which I don't create) when I process these applications and it becomes counterproductive for me to chase down comments from all of the reviewing agencies. Your assistance in processing these applications is greatly appreciated.

Thank you,

From: Sent: To: Subject: Diane Moore Tuesday, May 26, 2020 8:29 AM Cynthia Cannon RE: 2110 E. Lakeview Ave - LTU Application

Cynthia,

Gas service to the property at 2110 E. Lakeview crosses perpendicular to the proposed fence and would need to be located and protected using the Florida 811 One-call system. Also Pensacola Energy has natural gas main at the west R/W line of Magnolia. Our gas main along Lakeview is in the south R/W and therefore would not be affected by the proposed fence.

Thanks, Diane

Diane Moore | Gas Distribution Engineer Pensacola Energy | 1625 Atwood Drive, Pensacola, Fl 32514 Desk: 850-474-5319 | Cell: 850-324-8004 | Fax: 850-474-5331 Email: <u>dmoore@cityofpensacola.com</u>

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



For Non-Emergency Citizen Requests, Dial 311 or visit Pensacola311.com

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#### From: Cynthia Cannon <CCannon@cityofpensacola.com>

Sent: Wednesday, May 20, 2020 12:24 PM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com> Subject: 2110 E. Lakeview Ave - LTU Application

Good Afternoon All,

From:	Andre Calaminus <andre.calaminus@ecua.fl.gov></andre.calaminus@ecua.fl.gov>
Sent:	Wednesday, May 27, 2020 1:25 PM
То:	Cynthia Cannon
Subject:	[EXTERNAL] RE: 2110 E. Lakeview Ave - LTU Application

#### THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Cynthia,

The water meter that serves the subject is property is located in the right-of-way area that is being requested to be fenced-in. That being said, ECUA has no objection to the applicant installing the fence in the right-of-way as outlined in the petition, however, ECUA will need to require that the applicant relocate the water meter outside of the fence at their expense and provide clear access at all times for ECUA Regional staff to operate and maintain the meter. Please have the applicant contact ECUA Customer Service at 850-476-0480 to coordinate the meter relocation, should the fence be constructed.

Thank you,

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

## From: Cynthia Cannon <CCannon@cityofpensacola.com>

Sent: Wednesday, May 20, 2020 12:24 PM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com> Subject: 2110 E. Lakeview Ave - LTU Application

\*\*WARNING: This is an external email --- DO NOT CLICK links or attachments from unknown senders \*\*

Good Afternoon All,

Please see the attached application before the Planning Board for a License-to-Use request at 2110 E. Lakeview Avenue. The applicant is proposing to install a 4' aluminum fence along City right of way.

If you could submit your comments by Wednesday May 27, 2020 it would be greatly appreciated.

Thank you,

From: Sent: To: Subject: Attachments: SAUERS, BRAD <bs5403@att.com> Wednesday, May 20, 2020 2:43 PM Cynthia Cannon [EXTERNAL] FW: 2110 E. Lakeview Ave - LTU Application LTU\_2110 E. Lakeview Ave\_Combined.pdf

### THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT AT&T does not buried facilities on record in that location and therefore we do not object.

Brad Sauers Manager – OSP Plng and Eng Technology Operations

AT&T – Bellsouth Telecommunications, LLC 605 W Garden St, Pensacola, FL 32502 o 850.436.1495 <u>bs5403@att.com</u>

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From: FENNER, KARL L <kf5345@att.com> Sent: Wednesday, May 20, 2020 1:46 PM To: SAUERS, BRAD <bs5403@att.com> Subject: FW: 2110 E. Lakeview Ave - LTU Application

Karl Fenner Area Manager – OSP PIng and Eng Access Construction & Engineering, AL/NWFL OSPC/E + SER PDT/SOC

AT&T – BellSouth Telecommunications, LLC 605 W Garden St, Pensacola, FL 32502 m 850-393-2318 | o 850.436.1485 | <u>kf5345@att.com</u>

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From: Cynthia Cannon <<u>CCannon@cityofpensacola.com</u>> Sent: Wednesday, May 20, 2020 12:24 PM

To: Amy Hargett <a hargett@cityofpensacola.com >; Andre Calaminus (ECUA) <a href="mailto:andre.calaminus@ecua.fl.gov">andre.calaminus@ecua.fl.gov</a>; Annie Bloxson <a href="mailto:ABloxson@cityofpensacola.com">ABloxson@cityofpensacola.com</a>; Bill Kimball <a href="mailto:bkimball@cityofpensacola.com">bkimball@cityofpensacola.com</a>; Brad Hinote <a href="mailto:bradhinote@cityofpensacola.com">bradhinote@cityofpensacola.com</a>; Brad Hinote



# MINUTES OF THE PLANNING BOARD June 9, 2020

MEMBERS PRESENT:	Chairperson Paul Ritz, Board Member Grundhoefer, Board Member Murphy, Board Member Wiggins
MEMBERS VIRTUAL:	Vice Chairperson Larson
MEMBERS ABSENT:	Board Member Powell, Board Member Sampson
STAFF PRESENT:	Assistant Planning Director Cannon, Senior Planner Statler, Assistant City Attorney Lindsay, Historic Preservation Planner Harding
OTHERS VIRTUAL:	Christy Cabassa, Scott Sallis, Cynthia Bradford, Ryan Norenberg

## AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from May 12, 2020.
- New Business:
  - 1. 57 S. 9th Avenue Gateway Review District New Two Story Townhouse
  - 2. 29 N. 9th Avenue Gateway Review District New Three Story Mixed-Use Building
  - 3. Request for Vacation of Right-of-Way 2900 E. Lee Street between Perry Avenue and Pickens Avenue
  - 4. Request for License to Use Right-of-Way 2110 E. Lakeview Avenue
- Open Forum
- Discussion on the Proposed Amendment to the Tree Ordinance
- Adjournment

## Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the virtual Board meeting.

## Approval of Meeting Minutes

Board Member Wiggins made a motion to approve the May 12, 2020 minutes, seconded by Board Member Grundhoefer, and it carried unanimously.

## New Business

## 57 S. 9TH AVENUE - GATEWAY REVIEW DISTRICT - NEW TWO STORY TOWNHOUSE

Assistant Planning Director Cannon stated this item was in the GRD-1 which was in the Aragon redevelopment area. Ms. Cabassa presented to the Board and stated this was a single family residence attached to the Aragon Winebar, and they had received preliminary Aragon approval. There would be an out building for a garage connected with a breezeway and courtyard. All setbacks and heights had met the Aragon requirements. Chairperson Ritz advised this would be a great addition to that area. Board Member Grundhoefer indicated he had talked with the Aragon Review Committee Chairperson who said it had passed the Aragon requirements. Board Member Wiggins explained she had no concerns with the products of this designer. Board Member Wiggins made a motion to approve, seconded by Board Member Grundhoefer, and it carried unanimously.

## 29 N. 9TH AVENUE – GATEWAY REVIEW DISTRICT – NEW THREE STORY MIXED-USE BUILDING

Chairperson Ritz was glad to see some infill and stated he would not hesitate to support any project presented by Mr. Sallis. Mr. Sallis presented to the Board and stated the project was submitted to the Aragon Review Committee 27 days ago, and he expected a response within the next few days. He also stated the space was very generic right now and they had no tenant at this time. Chairperson Ritz explained this project would make it a more unified streetscape. Mr. Sallis confirmed if the rooftop was eliminated, it would return for an abbreviated review and Aragon approval would still apply. **Board Member Wiggins made a motion to approve, seconded by Board Member Grundhoefer, and it carried unanimously.** 

# REQUEST FOR VACATION OF RIGHT-OF-WAY – 2900 E. LEE STREET BETWEEN PERRY AVENUE AND PICKENS AVENUE

Chairperson Ritz pointed out the alleyway was not effective for vehicles, but the request here would give the property owners what would have been the property of the citizens of Pensacola. He suggested the right-of-way was probably not being used as intended and did not see any negative issues. It was pointed out that one property owner (2907 E. Blount) had not signed the petition to vacate; the property had been verified as vacant. Ms. Bradford addressed the Board and stated a chain link fence runs the entire length, and looked like it had not been traversed in 50 years. The owner of 2907 E. Blount could not be located, and ECUA had verified that home was abandoned. Chairperson Ritz explained the property owners of record had participated in this request. Staff indicated neighbors within 300' had been notified of this request. Chairperson Ritz advised if approved, this request would proceed to the Council for two readings prior to final approval.

Mr. DiBella advised the alleyway was the only way to access his property. Assistant City Attorney Lindsay advised Mr. DiBella's wife's name was on this deed, and there was access from the street with no requirement for the property to be accessed from the alley.

City of Pensacola Planning Board Minutes for June 9, 2020 Page 3

Mr. DiBella was a building contractor who needed access to the rear of the property. However, Chairperson Ritz advised Ms. DiBella had signed the petition to be a part of the vacation. He asked if Mr. DiBella was occupying any portion of the right-of-way, and Mr. DiBella stated he was not, but the fence was on their property line. Board Member Wiggins asked why his wife signed the petition, and Mr. DiBella stated she did not want to offend Ms. Bradford, but they had not talked together about it. It was determined Ms. DiBella's signature was received within the last few days. Board Member Murphy asked if the entire yard was fenced, was there a gate, and Mr. DiBella advised there was one which was overgrown in bushes. The property had been cleared, and the terrain was left unstable and impassable. Assistant City Attorney Lindsay clarified that Ms. DiBella owns the land, they live separately and homestead their separate residences. Chairperson Ritz explained if this matter proceeded to Council, Mr. and Mrs. DiBella could speak to Council on their concerns. **Board Member Wiggins made a motion to approve the vacation, seconded by Board Member Murphy, and it carried unanimously.** 

## REQUEST FOR LICENSE TO USE RIGHT-OF-WAY – 2110 E. LAKEVIEW AVENUE

For clarification, Assistant Planning Director Cannon explained the difference between a right-of-way and an LTU.

Ryan Norenberg has requested to install a 4' black aluminum fence across the front of his home, located no closer than 10' across the edge of Lakeview Avenue. Chairperson Ritz indicated there were lots of places along Lakeview without sidewalks; the City is adding sidewalks as they go along, but with LTU's and fences, the City would not be able to complete the sidewalks easily. He would like to see LTUs for general public use and not necessarily to close off spaces.

Board Member Murphy agreed that the City was trying to make neighborhoods more walkable, and this would reduce the ability to construct sidewalks especially in this area, and she felt it was important to keep this open. Board Member Grundhoefer agreed this was such a thoroughfare, it would be the next logical street for sidewalks, and a fence should be placed on their private property.

Mr. Norenberg addressed the Board and in looking at the aerial view, noted how close his house was to the front of the property. He was asking to enclose as much as possible to protect his children and the dog. Since there was slim to no chance for traffic calming, this seemed the best idea. Chairperson Ritz advised his house was 15' from the edge of the public sidewalk and could not support the request for an LTU. Board Member Wiggins advised the applicant that proceeding with a right-of-way vacation would substantially increase the property taxes, but she could not support the LTU. Board Member Murphy mentioned another reason for concern was the addition of a metal fence might be a potential sight safety issue with drivers attempting to turn right from Magnolia onto Lakeview.

**Board Member Grundhoefer made a motion to deny, seconded by Board Member Murphy.** Chairperson Ritz confirmed this item would proceed to Council as a recommendation. The motion then carried unanimously.

## <u> Open Forum</u> – None

## **Discussion on the Proposed Amendment to the Tree Ordinance**

Chairperson Ritz advised 2019 House Bill 1159 was circulated, and he read it as a lay person. Board Member Wiggins wanted to make sure anything the Board did fell within

City of Pensacola Planning Board Minutes for June 9, 2020 Page 4

the State law.

Ms. Murphy addressed the Board and stated she attended a private workshop with Lyssa Hall from Arizona, and the University of Florida professors will probably come in August for workshops; Lyssa Hall would participate virtually. She has asked key people for locations to allow workshops to be centrally located for public input. Chairperson Ritz had attended the virtual meeting; his takeaway was the botanical names for plantings, and the species list was not as accurate as it could be. He emphasized the City has a current tree ordinance, and the State has rulings and laws as well. Board Member Murphy hoped to have specific dates before the next Board meeting which would be forwarded to the Board members.

<u>Adjournment</u> – With no further business, Chairperson Ritz thanked the Board for its patience with the change in methods of physical and virtual participation and adjourned the meeting at 3:06 pm.

Respectfully Submitted,

Cynthia Cannon, AICP Assistant Planning Director Secretary to the Board



Memorandum

File #: 2020-21

**City Council** 

7/16/2020

## LEGISLATIVE ACTION ITEM

**SPONSOR:** City Council President Jewel Cannada-Wynn

## SUBJECT:

RESOLUTION NO. 2020-21 - ENCOURAGING THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS TO PASS LEGISLATION REQUIRING THE WEARING OF FACE COVERING IN PUBLIC SETTINGS

## **RECOMMENDATION:**

That City Council adopt Resolution No. 2020-21:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA RESPECTFULLY ENCOURAGING THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSION TO PASS LEGISLATION REQUIRING THE WEARING OF FACE COVERINGS WITHIN THE COUNTY WHILE IN PUBLIC SETTINGS; PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

## SUMMARY:

On June 30, 2020, the City Council adopted Emergency Ordinance No. 15-20 requiring the wearing of face covering while in public settings. With the city and county boundaries being so intertwined to the point that it is difficult for a resident to know, at times, whether a business is located within the city or the county.

This resolution merely encourages the Board of County Commissioners to pass legislation setting the same standard that is in place within the city; requiring the wearing of face coverings in public settings.

## PRIOR ACTION:

June 30, 2020 - City Council adopted Emergency Ordinance No. 15-20 requiring the wearing of face covering in public settings.

## FUNDING:

N/A

# FINANCIAL IMPACT:

None

## **STAFF CONTACT:**

Don Kraher, Council Executive

## ATTACHMENTS:

1) Resolution No. 2020-21

## PRESENTATION: No

## RESOLUTION NO. <u>2020-21</u>

## A RESOLUTION TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA RESPECTFULLY ENCOURAGING THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSION TO PASS LEGISLATION REQUIRING THE WEARING OF FACE COVERINGS WITHIN THE COUNTY WHILE IN PUBLIC SETTINGS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Donald J. Trump, President of the United States, on March 13, 2020, declared a state of emergency for the United States of America beginning March 1, 2020: and

WHEREAS, on March 9, 2020, the Governor of Florida issued Executive Order Number 20-52, declaring a State of Emergency for the state of Florida related to COVID-19: and

WHEREAS, the Escambia County Board of County Commissioners, on March 16, 2020, issued Resolution R2020-24 declaring a state of emergency for Escambia County: and

WHEREAS, COVID-19 poses a health risk to the residents of the City, particularly elderly residents and those who are immunosuppressed or otherwise have high-risk medical conditions; and

WHEREAS, the City finds that COVID-19 presents a danger to the health, safety, and welfare of the public; and

WHEREAS, COVID-19 is spread through airborne transmission from individuals speaking, coughing, and sneezing, and infectious droplet nuclei can spread for a great distance, although how far is not fully understood at present; and

WHEREAS, Governor DeSantis has issued a series of executive orders to re-open Florida, and some of the restrictions to flatten the curve and slow the spread of COVID-19 have correspondingly been relaxed; and WHEREAS, the re-opening of the State has led and will continue to lead to more contact between individuals and the potential for increased community spread of the disease; and

WHEREAS, despite mitigation efforts, as reported by Florida Department of Health Officer ("Department of Health") John Lanza, the number of positive cases of COVID-19 in Escambia County has spiked with 159 positive cases reported on June 25, 2020, an average of 59 new cases each day for the previous seven days, and a seven-day positivity rate of 4.58% for the week beginning June 14, 2020, versus 2.23% for the previous seven days, which indicates greater local community spread and transmission of the disease; and

WHEREAS, federal and state health officials have indicated that they expect additional cases of COVID-19 to be identified in the coming days and, based on the highly contagious nature of COVID-19, additional person-to-person transmission is likely; and

WHEREAS, conditions presented by the threat of COVID-19 continue to pose a threat to the public health that requires dynamic emergency response, including the imposition of additional mitigation strategies as conditions require; and

WHEREAS, the use of face coverings has been identified as a measure to assist in preventing individuals who may be shedding the COVID-19 virus from spreading it to other individuals; and

WHEREAS, to reduce the spread of the disease, the Centers for Disease Control and Prevention ("CDC") recommends the use of cloth face coverings in public settings where other social distancing measures are difficult to maintain, such as inside businesses; and

WHEREAS, the CDC advises that the virus can spread between persons interacting in close proximity even if those persons are asymptomatic (persons not exhibiting symptoms) or are pre-symptomatic (persons who transmit the virus to others before showing symptoms); and

WHEREAS, on June 22, 2020, after Florida reported more than 4,000 new cases of COVID-19 in a single day, State Surgeon General Scott Rivkees issued an additional public health advisory recommending people wear face coverings in any setting where social distancing is not possible, stating that in gatherings of fewer than 50 people, individuals should maintain at least six feet distance from each other and wear a face covering; and

WHEREAS, the CDC recommends only simple cloth face coverings for the general population and not surgical masks or N-95 respirators because these are critical supplies that must continue to be reserved for healthcare workers and other medical first responders; and

WHEREAS, cloth face coverings are relatively inexpensive, readily available, and can be made from household items, for which the CDC provides online guidance for making "do-it-yourself" face coverings for people who cannot or do not want to buy one from the increasing sources producing and selling face coverings; and

WHEREAS, the CDC and Dr. Rivkees delineates circumstances in which a face covering should not be worn; and

WHEREAS, the city and country boarders are intertwined and at time indistinguishable to citizens when knowing whether a business is located within the city or the county; NOW, THEREFORE,

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

SECTION 1. That the City Council of the City of Pensacola does hereby respectfully encourage the Escambia County Board of County Commissioners to pass Legislation making mandatory the wearing of face coverings in public settings.

SECTION 2. That a copy of this Resolution be sent to each member of the Board of County Commissioners.

SECTION 3. This Resolution shall become effective 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:



Memorandum

File #: 34-20

City Council

7/16/2020

## LEGISLATIVE ACTION ITEM

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

SUBJECT:

PROPOSED ORDINANCE NO. 34-20 - CREATING SECTION 2-3-5 OF THE CODE OF THE CITY OF PENSACOLA, RELATED TO THE DISPOSITION OF SENSITIVE PROPERTIES

## **RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 34-20 on first reading:

AN ORDINANCE CREATING SECTION 2-3-5 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, RELATED TO THE PRESERVATION OF SENSITIVE CITY-PROPERTIES: PROVIDING OWNED FOR ASSESSMENT OF HISTORICAL. ARCHAEOLOGICAL. ARCHITECTURAL. AND ENVIRONMENTAL CHARACTERISTICS OF REAL PROPERTY PRIOR TO DISPOSITION: PROVIDING FOR PUBLIC HEARING PRIOR TO DISPOSITION OF SENSITIVE PROPERTIES; PROVIDING SEVERABILITY; REPEALING CLAUSE: PROVIDING FOR AN **EFFECTIVE DATE** 

## **HEARING REQUIRED:** No Hearing Required

#### SUMMARY:

In the past, several City waterfront and water view properties were disposed of for private development. City-owned property with waterfront access and water view throughout the City of Pensacola are valuable public assets. Further, these properties possibly possessed sensitive historic resources from the site of the 1559 De Luna Settlement in addition to their waterfront proximity. Historic resources, especially those from America's first European settlement, have an important public role in our city's heritage and sense of place. There is a strong public purpose to preserving historical, archaeological, architectural, and environmental resources owned by the citizens of the City of Pensacola. City-owned properties containing sensitive historical, cultural, and environmental resources warrant protection and preservation within the public realm.

The Mayor's Office requested that staff prepare an ordinance for Council's consideration, restricting divesting any City-owned properties deemed to contain the resources described above. To protect these city-owned resources, an assessment is proposed for each asset prior to selling, terminating, vacating, abandoning, or otherwise disposing of that asset, with a public hearing to occur for public

input prior to action by the City Council on any asset that is determined to be sensitive as defined in this ordinance.

## PRIOR ACTION:

February 11, 1999: City Council adopted code section 12-2-27, Bayou Texar shoreline protection district, which states in subsection G, "All extensions of street rights-of-way which are perpendicular to or otherwise intersect Bayou Texar within the shoreline protection zone shall be reserved for public use unless officially vacated by city council action."

June 18, 2015: City Council adopted code section 2-3-4, Disposition of property south of Bayfront/Main Streets, which provides certain protection to real property owned by the City or the CRA and located south of Bayfront/Main streets between the Pensacola Bay Bridge and A Street.

#### FUNDING:

N/A

## FINANCIAL IMPACT:

None

#### CITY ATTORNEY REVIEW: Yes

7/2/2020

## STAFF CONTACT:

Keith Wilkins, City Administrator Kerrith Fiddler, Deputy City Administrator - Community Development Sherry Morris, Planning Services Director

## ATTACHMENTS:

1) Proposed Ordinance No. 34-20

## PRESENTATION: No

PROPOSED ORDINANCE NO. <u>34-20</u>

ORDINANCE NO.

AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE CREATING SECTION 2-3-5 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, RELATED TO THE PRESERVATION OF SENSITIVE PROPERTIES: PROVIDING FOR ASSESSMENT OF HISTORICAL. ARCHAEOLOGICAL, ARCHITECTURAL, AND ENVIRONMENTAL CHARACTERISTICS OF REAL PROPERTY PRIOR TO DISPOSITION: PROVIDING FOR PUBLIC HEARING PRIOR TO DISPOSITION OF SENSITIVE PROPERTIES: PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola seeks to preserve public access to water view and waterfront property, and to preserve historical, archaeological, architectural and environmental resources, and therefore to restrict disposition of real property interests unless the City Council has determined a public purpose is served;

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 2-3-5 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Sec. 2-3-5 – Disposition of Sensitive Properties.

- (a) Except as provided in this section, real property within the city limits, in which the city has ownership rights, including but not limited to improved lots, vacant lots, easements, alleys, or rights-of-way, shall not be sold, terminated, vacated, abandoned or otherwise disposed of in such a manner that the city no longer has a property right to enforce, if any of the following characteristics applies:
  - (1) The property in question is adjacent to water or provides a water view; or
  - (2) <u>The property in question has been designated by the city council as having historical, archaeological, or architectural significance either because of historic events in the vicinity or because of a structure on the property; or</u>

(3) <u>The property in question has been designated by the city council as having significance as an environmental resource for preservation.</u>

Properties possessing any of these characteristics are classified as sensitive properties.

- (b) Whenever the city receives a request to consider disposing of any interest in real property, the mayor shall assess whether the real property in question is a sensitive property by determining if the property
  - (1) abuts a navigable waterway, has water access or has water views;
  - (2) has any historical, archaeological, architectural, or environmental value; or
  - (3) <u>should remain undeveloped except for the public's passive enjoyment,</u> <u>education, and research as long as the property remains within the city's</u> <u>ownership and control.</u>
- (c) In assessing whether property has significant historical, archaeological, architectural or environmental value, the mayor shall consult and rely upon professional historic, archaeological, architectural, and environmental standards and resources and provide the city council with documentation of the resources used in the formulation of the mayor's report and recommendation, including but not limited to the following:
  - (1) Whether the property includes historic structures or buildings eligible or potentially eligible for listing in the National Register of Historic Places;
  - (2) Whether the property contains material remains of Native American archaeological sites that are eligible or potentially eligible for listing in the National Register of Historic Places;
  - (3) <u>Whether the property contains material remains of or contemporaneous to the</u> <u>1559 Spanish landing and settlement site of Tristán de Luna;</u>
  - (4) Whether the property contains material remains of past settlements, fortifications, or occupations eligible or potentially eligible for listing in the National Register of Historic Places; and
  - (5) Whether the property should be preserved to promote sustainable development, water quality, air quality, erosion prevention, stormwater management, or for other environmental or public safety reasons.
- (d) Upon completion of the assessment, the mayor shall submit to the city council a report and recommendation concerning the real property or property interest that is the subject of the request to sell, terminate, vacate or abandon, or otherwise

dispose of in such a manner that the city no longer has a property interest to enforce.

- (e) <u>The city council shall conduct a public hearing at which the public is invited to</u> provide input on the mayor's report and recommendation prior to the city council voting to sell, terminate, vacate, abandon, or otherwise dispose of rights in the real property assessed in the mayor's report.
- (f) Following the public hearing, the city council may determine to take any action deemed appropriate as to the request to sell, terminate, vacate, abandon, or otherwise dispose of rights in the real property assessed in the mayor's report, including but not limited to accepting or rejecting in whole or in part the mayor's recommendation; provided, the city council shall make findings in support of the city council's determination as to the public purpose supporting its action in response to the request.

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



Memorandum

File #: 37-20

**City Council** 

7/16/2020

## LEGISLATIVE ACTION ITEM

**SPONSOR:** City Council President Jewel Cannada-Wynn

## SUBJECT:

PROPOSED ORDINANCE NO. 37-20, CLOSING, ABANDONING AND VACATING A UTILITY EASEMENT ALONG A VACATED PORTION OF BAY BOULEVARD

## **RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 37-20 on first reading:

AN ORDINANCE CLOSING, ABANDONING AND VACATING A UTILITY EASEMENT ALONG A VACATED PORTION OF BAY BOULEVARD IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

## SUMMARY:

In June of 1988 City Council approved Ordinance No. 25-88 abandoning and vacating certain portions of Bay Boulevard, while maintaining a utility easement for itself and other utility providers.

The resident at 1010 Bay Blvd has requested that the City and other utility providers abandon that portion of the utility easement related to their property. The City as well as the other utility providers have agreed to this abandonment, seeing no need to retain the easement.

This ordinance serves to close, abandon and vacate a utility easement along a vacated portion of Bay Boulevard. Recorded release of easements have been obtained from ECUA and Gulf Power and Pensacola Energy is in the process of recording their release.

Since this is an administrative action, there was no need to go back in front of the Planning Board.

## PRIOR ACTION:

June 30, 1988 - City Council passed Ordinance No. 25-88

## FUNDING:

N/A

## FINANCIAL IMPACT:

None

## STAFF CONTACT:

Don Kraher, Council Executive Sherry Morris, Planning Services Director

## ATTACHMENTS:

- 1) Proposed Ordinance No. 37-20 -1010 Bay Blvd
- 2) ECUA Inman Termination of Easement 1010 Bay Blvd 5-20-20
- 3) Gulf Power Recorded Doc 5-4-2020 Release of easement Lots 9-12 Block 66...

## PRESENTATION: No

PROPOSED ORDINANCE NO. <u>37-20</u>

#### ORDINANCE NO.

### AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND VACATING A UTILITY EASEMENT ALONG A VACATED PORTION OF BAY BOULEVARD IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 25-88 was adopted on June 30, 1988, closing, abandoning, and vacating portions of Bay Boulevard; and

WHEREAS, within Ordinance No. 25-88, the City maintained a full-width utility easement for the entire portion of the Bay Boulevard right-of-way for the purpose of locating and maintaining public utilities; and

WHEREAS, on May 20, 2020, the Emerald Coast Utilities Authority, f/k/a Escambia County Utilities Authority, recorded a Termination of Easement in the official records book 8298, page 1863 of the public records of Escambia County, Florida; and

WHEREAS, on May 4, 2020, Gulf Power recorded an Easement Release in the official records book 8290, page 108 of the public records of Escambia County, Florida; and

WHEREAS, the City and Pensacola Energy desire to abandon a portion of said easement; and

WHEREAS, the vacation of a portion of the said utility easement, hereinafter described, will contribute to the general welfare of the City of Pensacola in that said utility easement is no longer needed; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the following described portion of the utility easement in Pensacola, Escambia County, Florida is hereby closed, discontinued, vacated and

forever abandoned by the City of Pensacola as a utility easement and the rights to use the area as a utility easement are hereby terminated, extinguished, and cancelled:

That vacated portion of Bay Blvd laying East of Lots 9, 10, 11 & 12, Block 66, East Pensacola Heights as vacated in Ordinance 25-88, as recorded in the public records of the City of Pensacola, Escambia County, Florida.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

All of that portion of said Bay Boulevard, as described above, that lies South of its intersection with East Blount Street and that lies North of the extension East of the South line of Lot 9, Block 66 of said East Pensacola Heights to the Westerly right of way of the CSX Railroad (100' R/W) in the City of Pensacola, Florida.

SECTION 2. That the City of Pensacola does hereby abandon all claim of right in said property, including the aforementioned utility easement, and it shall remain and be the property of the abutting property owner.

SECTION 3. That all remaining portions of the utility easement referenced in Ordinance No. 25-88 remain reserved for the City of Pensacola and utility providers, their successors and assigns, as described in Ordinance No. 25-88.

SECTION 4. 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 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

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

Approved: \_\_\_\_\_

President of City Council

Attest:

City Clerk

#### Recorded in Public Records 5/20/2020 3:13 PM OR Book 8298 Page 1863, Instrument #2020040813, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$61.00

Prepared by: Robert O. Beasley Litvak Beasley Wilson & Ball, LLP 40 Palafox Place, Suite 300 Pensacola, FL 32502

#### **TERMINATION OF EASEMENT**

THIS TERMINATION OF EASEMENT is made and entered into this <u>19</u> day of <u>and the second second</u>, 2020, by and between Emerald Coast Utilities Authority ("ECUA"), and James E. Inman and Mary W. Inman, individually, and as Trustees under the Revocable Living Trust Agreement of James E. Inman, dated December 3, 2007, and as Trustees under the Revocable Living Trust Agreement of Mary W. Inman, dated December 3, 2007, ("Inman").

#### WITNESSETH:

WHEREAS, Inman are the owners of the property described in the Exhibit A attached hereto (the "Inman Property"); and

WHEREAS, ECUA currently has easement rights to the entirety of the former right-ofway of Bay Boulevard, generally located fronting Pensacola Bay between Blount Street and Perry Avenue. Per City Ordinance 25-88, passed in 1988, that right-of-way was vacated by the City of Pensacola. ECUA, among other entities, Easement rights for the purposes of locating and maintaining public utilities (the "Easement"); and

WHEREAS, Inman contacted ECUA and has requested that ECUA abandon its rights in the retained easement within the limits of the Inman Property; and

WHERAS, ECUA Staff have determined that the portion of the Easement that resides within the limits of the Inman Property does not contain any ECUA infrastructure. Additionally, it is unlikely that ECUA would nstall any infrastructure in the future, as this area is currently already being fully served by water and sewer facilities located in the adjacent rights-of-way

WHEREAS, the parties desire that ECUA terminate its rights to a portion of the Easement that lies within the Inman Property, which is more particularly described in **Exhibit B** attached hereto (the "Terminated Portion of the Easement").

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

1. <u>Adoption of Recitals</u>. The recitals set forth above are hereby acknowledged and affirmed as true, accurate and correct and are hereby incorporated herein.

2. <u>Termination of Easement</u>. ECUA and Inman hereby agree that any all rights of ECUA to the Terminated Portion of the Easement are hereby terminated, extinguished, and cancelled.

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3. <u>Counterparts</u>. This Agreement and any amendments hereto may be executed in counterparts, each of which shall be deemed an original and such counterparts shall constitute but one and the same instrument.

4. <u>Binding Effects</u>. All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(end of text – signature pages to follow)

1

IN WITNESS WHEREOF, ECUA has executed these presents on the  $19^{+1}$  day of  $300^{-1}$ , 2020.

Signed, sealed and delivered in the presence of:

AAG Print Name

Print Name NATHALIE R. BOWERS

EMERALD COAST UTILITIES AUTHORITY

By: 600 Its:

#### STATE OF FLORIDA COUNTY OF ESCAMBIA

The	foregoing	instrument	was	acknowledged	before	me	this	19th	day	of
Mary	_, 2020,	by J. Bru	ce	hardy,	as $\underline{\in} \mathbf{x}$	200t	ive -	Direc	tor	of
Emerald Coa	ast Utilities	Authority.								

NOTARY PUBLIC Print Name: Sherr

Notary Public State of Florida

Sherry Lynn Hardin My Commission GG 186002 Expires 02/14/2022

Personally Known OR Produced Identification Type of Identification Produced

IN WITNESS WHEREOF, James E. Inman has executed these presents on the  $11^{++}$  day of  $10^{-1}$ , 2020.

AM Der

James E. Inman, individually and as Trustee under the Revocable Living Trust Agreement of James E. Inman, dated December 3, 2007, and as Trustee under the Revocable Living Trust Agreement of Mary W. Inman dated December 3, 2007

Witnesses:

Print Name AUNA MARIEL Print Name ANNA

Print Name

#### STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this  $11^{45}$  day of  $10^{45}$ , 2020, by James E. Inman, individually and as Trustee under the Revocable Living Trust Agreement of James E. Inman, dated December 3, 2007, and as Trustee under the Revocable Living Trust Agreement of Mary W. Inman dated December 3, 2007.



Sharon R Pile
NOTARY PUBLIC
Print Name: Sharon L. Ryle

Personally Known OR Produced Identification Type of Identification Produced IN WITNESS WHEREOF, Mary W. Inman has executed these presents on the  $1/\frac{1}{2}$  day of  $-\frac{1}{2}$ , 2020.

Mary W. Jama

Mary W. In Individually and as Trustee under the Revocable Living Trust Agreement of Mary W. Inman, dated December 3, 2007, and as Trustee under the Revocable Living Trust Agreement of James E. Inman dated December 3, 2007

Witnesses:

Print Name

Print Name Trish Foxworth

#### STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this <u>1</u><sup>th</sup> day of <u>Mary</u>, 2020, by Mary W. Inman, individually and as Trustee under the Revocable Living Trust Agreement of Mary W. Inman, dated December 3, 2007, and as Trustee under the Revocable Living Trust Agreement of James E. Inman dated December 3, 2007.



Shoron R Ryfe NOTARY PUBLIC Print Name: Shoron L Ryle

K) Personally Known OR Produced Identification Type of Identification Produced

#### **EXHIBIT "A" PROPERTY**

#### PARCEL I

Commence at the Northwest corner of Block 66, East Pensacola, according to a map of East Pensacola drawn by J. E. Kauser, C.E., in 1893, and recorded in Deed Book 77 at page 520 of the public records of Escambia County, Florida; thence Easterly along the North line of said Block 66 for a distance of 177.1 feet to the point at which a fence intersects the said North line, said point being the point of beginning; thence continue Easterly along the said North line of said Block 66 and extensions thereof a distance of 264 feet, more or less, to an old fence located along the bluff line; thence Southerly deflecting 104 degrees 02 minutes to the right along the said old fence located along the bluff line for a distance of 104 feet, more or less, to the point at which an Easterly extension of the South line of Lot 9 of said Block 66 intersects the said fence line; thence Westerly deflecting 75 degrees 44 minutes to the right along the said South line of Lot 9 and extensions thereof for a distance of 238.6 feet to the point at which a fence intersects the Westerly extension of said South line; thence Northerly deflecting 90 degrees to the right along a fence for a distance of 100 feet to the point of beginning; said property lying and being in Section 5, Township 2 South, Range 29 West, City of Pensacola, Escambia County, Florida; it being the intention thereof to include in the above described property all of Lots 9, 10, 11, and 12 of said Block 66, East Pensacola and all property lying Westerly of said lots between the Westerly extension of the North line of said Lot 12 and the Westerly extension of the South line of said Lot 9 to an existing fence and all of the property lying Easterly of said lots between the Easterly extension of the North line of said Lot 12 and the Easterly extension of the South line of said Lot 9 to an existing fence along the old bluff line.

Together with all of Grantors' right, title and interest in the following described property which is substantially identical with the legal description of Parcel I, to wit:

#### PARCEL II

Lots 9, 10, 11 and 12 block 66 East Pensacola Heights and the East half of the 20 foot wide alley fronting on the Westerly boundary lines of said Lots 9, 10, 11 &12 Block 66 East Pensacola Heights, according to map recorded in Deed Book 77 at Page 520, of the public records of Escambia County, Florida, said alley having been vacated by the City of Pensacola and that vacated portion of Bay Blvd lying East of Lots 9, 10, 11 & 12 Block 66 East Pensacola Heights as vacated in Order 25-88, as recorded in the public records of the City of Pensacola, Escambia County, Florida.

#### MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at a capped iron rod located at the intersection of the East right of way line of Scenic Highway and the North line of Block 66 East Pensacola Heights plat as recorded in Deed Book 77 at Page 520 in the public records of Escambia County, Florida also being the south right of way line of East Blount Street (60' r/w); thence go South 83 degrees 44 minutes 25 seconds East along said South right of way line of East Blount Street (60' r/w); thence go South 83 degrees 44 minutes 25 seconds East along said South right of way line of East Blount Street for a distance of 184.95 feet to the point of beginning; thence continue South 83 degrees 44 minutes 25 seconds East for a distance of 267.17 feet to the Westerly right of way line of the CSX Railroad (100 foot r/w) thence go South 19 degrees 58 minutes 03 seconds West along said railroad right of way for a distance of 102.92 feet; thence go North 83 degrees 44 minutes 25 seconds West along an extension of the South line of Lot 9 of said East Pensacola Heights for a distance of 257.91 feet to a point on the centerline intersection of a 20 foot alley as shown on said plat; thence go North 14 degrees 51 minutes 17 seconds East along the centerline of said alley for a distance of 101.14 feet to the point of beginning.

#### EXHIBIT "B"

Section 4 of that certain Ordinance No 25-88 of the City of Pensacola, Florida passed June 30, 1988 and recorded in the public records of Escambia County, Florida with respect to the following described portion of Bay Boulevard as reflected on the face of the map of East Pensacola Subdivision, a/k/a East Pensacola Heights according to drawing rerecorded in Deed Book 77 at Page 520 of the public records of Escambia County, Florida to wit:

All of that portion of said Bay Boulevard, as described above, that lies South of its intersection with East Blount Street and that lies North of the extension East of the South line of Lot 9, Block 66 of said East Pensacola Heights to the Westerly right of way of the CSX Railroad (100' R/W) in the City of Pensacola, Florida (Herein "Released Portion of Bay Boulevard").

Any and all easement and easement rights with respect to the "Released Portion of Bay Boulevard" as described herein above that may have ever been created by or authorized by any franchise or ordinance of the City of Pensacola, Escambia County, Florida.

E-RECORDED	S	implifile <b>"</b>
ID: OR 8298	P	Kole 3
County: Escanto	ra	
Date: 5/20/20/20 Time:	3:1	3 pm

Prepared by: Robert O. Beasley Litvak Beasley Wilson & Ball, LLP 40 Palafox Place, Suite 300 Pensacola, FL 32502

#### **TERMINATION OF EASEMENT**

THIS TERMINATION OF EASEMENT is made and entered into this 19 day of , 2020, by and between Emerald Coast Utilities Authority ("ECUA"), and James E. Inman and Mary W. Inman, individually, and as Trustees under the Revocable Living Trust Agreement of James E. Inman, dated December 3, 2007, and as Trustees under the Revocable Living Trust Agreement of Mary W. Inman, dated December 3, 2007, ("Inman").

#### WITNESSETH:

WHEREAS, Inman are the owners of the property described in the **Exhibit A** attached hereto (the "Inman Property"); and

WHEREAS, ECUA currently has easement rights to the entirety of the former right-ofway of Bay Boulevard, generally located fronting Pensacola Bay between Blount Street and Perry Avenue. Per City Ordinance 25-88, passed in 1988, that right-of-way was vacated by the City of Pensacola. ECUA, among other entities, Easement rights for the purposes of locating and maintaining public utilities (the "Easement"); and

WHEREAS, Inman contacted ECUA and has requested that ECUA abandon its rights in the retained easement within the limits of the Inman Property; and

WHERAS, ECUA Staff have determined that the portion of the Easement that resides within the limits of the Inman Property does not contain any ECUA infrastructure. Additionally, it is unlikely that ECUA would install any infrastructure in the future, as this area is currently already being fully served by water and sewer facilities located in the adjacent rights-of-way

WHEREAS, the parties desire that ECUA terminate its rights to a portion of the Easement that lies within the Inman Property, which is more particularly described in **Exhibit B** attached hereto (the "Terminated Portion of the Easement").

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

1. <u>Adoption of Recitals</u>. The recitals set forth above are hereby acknowledged and affirmed as true, accurate and correct and are hereby incorporated herein.

Recorded in Public Records 5/4/2020 4:24 PM OR Book 8290 Page 108, Instrument #2020035843, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00 Deed Stamps \$1.40



Prepared by William Maudlin Gulf Power Company One Energy Place Pensacola, Florida 32520-0093

#### EASEMENT RELEASE

# STATE OF FLORIDA COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS that Gulf Power Company, a Florida corporation, whose address is One Energy Place, Pensacola, Florida 32520-0093, for and in consideration of the sum of One-Hundred and Fifty Dollars aand 00/100 Dollars (\$150.00) and other good and valuable considerations does hereby remise, release and quitclaim unto the current owner of the underlying fee simple estate, their heirs, executors, administrators and assigns, forever, the easement rights, title and interest reserved for its benefit in Section 4 of that certain Ordinance No 25-88 of the City of Pensacola, Florida passed June 30, 1988 and recorded in the public records of Escambia County, Florida with respect to the following described portion of Bay Boulevard as reflected on the face of the map of East Pensacola Subdivision, *a/k/a* East Pensacola Heights according to drawing recorded in Deed Book 77 at Page 520 of the public records of Escambia County, Florida to wit:

All of that portion of said Bay Boulevard, as described above, that lies South of its intersection with East Blount Street and that lies North of the extension East of the South line of Lot 9, Block 66 of said East Pensacola Heights to the Westerly right of way of the CSX Railroad (100' R/W) in the City of Pensacola, Florida (Herein "Released Portion of Bay Boulevard") Any and all easement and easement rights with respect to the "Released Portion of Bay Boulevard"

as described herein above that may have ever been created by or authorized by any franchise or ordinance of the City of Pensacola, Escambia County, Florida.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF Gulf Power Company has caused its duly authorized officers to execute this instrument for it and as its act and deed, this day of \_\_\_\_\_\_\_\_\_, 20-0.

#### STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22nd day of April , 2020 by Bill Maudlin, as Land Manager on behalf of Gulf Power Company, a Florida corporation, who is/are personally known to me or [] who has/have produced \_\_\_\_\_\_\_\_\_ as identification or by means of [] physical presence me or [] who has/have produced \_\_\_\_\_\_ or [] online notarization, and who did/did not take an oath.

NOTARY PUBLIC Ethia 5 James

STAMP

GULF POWER COMPANY

Willin March



NOTARY PUBLIC STATE OF FLORIDA Comm# GG121338 Expires 7/5/2021



Memorandum

File #: 14-20

**City Council** 

7/16/2020

## LEGISLATIVE ACTION ITEM

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

#### SUBJECT:

PROPOSED ORDINANCE NO. 14-20 - ADOPTING THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S MODEL FOR FLORIDA-FRIENDLY USE OF FERTILIZER

#### **RECOMMENDATION:**

That the City Council adopt Proposed Ordinance No. 14-20 on second reading.

AN ORDINANCE CREATING CHAPTER 7-12 OF THE CODE OF THE CITY OF REGULATING PENSACOLA. FLORIDA. TO THE FOR COMMERCIAL APPLICATION OF FERTILIZER THE BODIES; PROTECTION OF WATER PROVIDING LOCAL FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

#### SUMMARY:

As a result of impairment to the City of Pensacola's surface waters caused by excessive nutrients, or, as a result of increasing levels of nitrogen in the surface and/or groundwater within the aquifers or springs within the boundaries of the City of Pensacola, the City of Pensacola City Council has determined that the use of fertilizers on lands within City of Pensacola limits creates a risk to contributing to adverse effects on surface and/or groundwater. Accordingly, the City of Pensacola City Council finds that management measures contained in the most recent edition of the Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries, 2008, may be required by this ordinance.

#### PRIOR ACTION:

June 11, 2020 - The City Council voted to approve Proposed Ordinance No. 14-20 on first reading.

#### FUNDING:

N/A

# FINANCIAL IMPACT:

None

## CITY ATTORNEY REVIEW: Yes

2/6/2020

# **STAFF CONTACT:**

Keith Wilkins, City Administrator Kerrith Fiddler, Deputy City Administrator - Community Development L. Derrik Owens, P.E., Director of Public Works and Facilities/City Engineer

## ATTACHMENTS:

1) Proposed Ordinance No. 14-20

## PRESENTATION: No

PROPOSED ORDINANCE NO. <u>14-20</u>

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

#### AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE CREATING CHAPTER 7-12 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, REGULATING COMMERCIAL APPLICATION OF FERTILIZER FOR THE PROTECTION OF LOCAL WATER BODIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection (FDEP) has classified a specific water body in the City of Pensacola as "impaired" as a result of the presence of excessive nutrients and further that the City has identified resource protection overlay districts in its Code; and

WHEREAS, because of this FDEP classification, on January 1, 2012, FDEP issued its Escambia County Municipal Separate Storm Sewer Permit No. FLS 000019 ("MS4 Permit") to governmental entities operating within the incorporated and unincorporated areas of Escambia County, Florida, including the City of Pensacola, a municipality located within Escambia County; and

WHEREAS, Section 403.9337, Florida Statutes requires the City of Pensacola to adopt the Model Ordinance for Florida-Friendly Use of Fertilizer on Urban Landscapes published by FDEP; and

WHEREAS, the City of Pensacola finds that adopting the model ordinance will help protect the quality of surface water and groundwater resources in the City of Pensacola, and will accordingly advance the public health, safety, and welfare.

# NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 7-12-2 of the Code of the City of Pensacola, Florida, is hereby created to read:

#### Section 7-12-2. Use of Fertilizer on Urban Landscapes.

(a) Legislative Findings.

# As a result of impairment to the City of Pensacola's surface waters caused by excessive nutrients, or, as a result of increasing levels of nitrogen in the surface

and/or groundwater within the aquifers or springs within the boundaries of the City of Pensacola, the City of Pensacola City Council has determined that the use of fertilizers on lands within City of Pensacola limits creates a risk to contributing to adverse effects on surface and/or groundwater. Accordingly, the City of Pensacola City Council finds that management measures contained in the most recent edition of the Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries, 2008, may be required by this ordinance.

(b) Purpose and Intent.

This ordinance regulates the proper use of fertilizers by any applicator; requires proper training of Commercial and Industrial Fertilizer Applicators; establishes training and licensing requirements; establishes a Prohibited Application Period: and specifies allowable fertilizer application rates and methods, fertilizer-free zones, low maintenance zones, and exemptions. The ordinance requires the use of Best Management Practices which provide specific management guidelines to minimize negative secondary and cumulative environmental effects associated with the misuse of fertilizers. These secondary and cumulative effects have been observed in and on City of Pensacola's natural and constructed stormwater conveyances, rivers, creeks, canals, springs, estuaries, and other water bodies. Collectively, these water bodies are an asset critical to the environmental, recreational, cultural, and economic well-being of the residents of the City of Pensacola and the health of the public. Overgrowth of algae and vegetation hinder the effectiveness of flood attenuation provided by natural and constructed stormwater conveyances. Regulation of nutrients, including both phosphorus and nitrogen contained in fertilizer, will help improve and maintain water and habitat quality.

(c) Definitions.

For this section 7-12, the following terms shall have the meanings set forth in herein unless the context clearly indicates otherwise.

<u>"Administrator" means the City Administrator, or an administrative official of the City of Pensacola government designated by the City Administrator to administer and enforce the provisions of this Article.</u>

"Application" or "Apply" means the actual physical deposit of fertilizer to turf or landscape plants.

"Applicator" means any person who applies fertilizer on turf and/or landscape plants in the City of Pensacola.

"Best management practices" means turf and landscape practices or combination of practices based on research, field-testing, and expert review,

determined to be the most effective and practicable on-location means, including economic and technological consideration, for improving water guality, conserving water supplies, and protecting natural resources.

"City of Pensacola Approved Best Management Practices Training Program" means the Florida Department of Environmental Protection's recommended training program approved pursuant to Section 403.9338, Florida Statutes, or any more stringent requirements set forth in this section that includes the most current version of the Florida Department of Environmental Protection's Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries, 2008, as revised, and approved by the City of Pensacola Administrator.

"Code Enforcement Officer, Official, or Inspector" means any designated employee or agent of the City of Pensacola whose duty it is to enforce codes and ordinances enacted by the City.

"Commercial fertilizer applicator," except as provided in § 482.1562(9), Florida Statutes, means any person who applies fertilizer for payment or other consideration to property not owned by the person or firm applying the fertilizer or the employer of the applicator.

"Fertilize," "Fertilizing," or "Fertilization" means the act of applying fertilizer to turf, specialized turf, or landscape plants.

"Fertilizer" means any substance or mixture of substances that contains one or more recognized plant nutrients and promotes plant growth, or controls soil acidity or alkalinity, or provides other soil enrichment, or provides corrective measures to the soil.

"Guaranteed Analysis" means the percentage of plant nutrients or measures of neutralizing capability claimed to be present in a fertilizer.

"Institutional Applicator" means any person, other than a private, noncommercial or a commercial applicator (unless such definitions also apply under the circumstances), that applies fertilizer for the purpose of maintaining turf and/or landscape plants. Institutional applicators shall include, but shall not be limited to, owners, managers, or employees of public lands, schools, parks, religious institutions, utilities, industrial or business sites, and any residential properties maintained in condominium and/or common ownership.

"Landscape Plant" means any native or exotic tree, shrub, or groundcover (excluding turf). "Low Maintenance Zone" means an area a minimum of ten feet wide adjacent to water courses which is planted and managed in order to minimize the need for fertilization, watering, mowing, etc.

"Person" means any natural person, business, corporation, limited liability company, partnership, limited partnership, association, club, organization, and/or any group of people acting as an organized entity.

"Prohibited Application Period" means the time period during which a flood watch, flood warning, tropical storm watch, tropical storm warning, hurricane watch, or hurricane warning is in effect for any portion of the City of Pensacola, issued by the National Weather Service, or if rainfall greater than 2 inches in a 24-hour period is likely.

"Saturated Soil" means a soil in which the voids are filled with water. Saturation does not require flow. For the purposes of this article, soils shall be considered saturated if standing water is present or the pressure of a person standing on the soil causes the release of free water.

"Slow Release," "Controlled Release," "Timed Release," "Slowly-Available," or "Water-Insoluble Nitrogen" means nitrogen in a form which delays the availability for plant uptake and use after application, or which extends its availability to the plant longer than a reference rapid or quick release product.

<u>"Turf," "Sod," or "Lawn" means a piece of grass-covered soil held together by</u> the roots of the grass.

"Urban landscape" means pervious areas on residential, commercial, industrial, institutional, highway rights-of-way, or other nonagricultural lands that are planted with turf or horticultural plants. For the purposes of this section, agriculture has the same meaning as in Section 570.02, Florida Statutes.

SECTION 2. Section 7-12-2 of the Code of the City of Pensacola, Florida, is hereby created to read:

Section 7-12-1. Timing of Fertilizer Application. No applicator shall apply fertilizers containing nitrogen and/or phosphorus to turf and/or landscape plants during the Prohibited Application Period, or to saturated soils.

SECTION 3. Section 7-12-3 of the Code of the City of Pensacola, Florida, is hereby created to read:

Section 7-12-3. Fertilizer Free Zones. Fertilizer shall not be applied within ten (10) feet of any pond, stream, watercourse, lake, canal, or wetland as defined by the Florida Department of Environmental Protection (Chapter 62-340, Florida Administrative Code) or from the top of a seawall, unless a deflector shield, drop spreader, or liquid applicator with a visible and sharply-defined edge is used, in which case a minimum of three (3) feet shall be maintained. If more stringent City of Pensacola Code regulations apply, this provision does not relieve the requirement to adhere to the more stringent regulations. Newly planted turf and/or landscape plants may be fertilized in this Zone only for a sixty (60) day period beginning thirty (30) days after planting if needed to allow the plants to become well-established. Caution shall be used to prevent direct deposition of nutrients into the water.

SECTION 4. Section 7-12-4 of the Code of the City of Pensacola, Florida, is hereby created to read:

Section 7-12-4. Low Maintenance Zones. A ten (10) foot low maintenance zone is required from any pond, stream, water course, lake, wetland, or from the top of a seawall. A swale/berm system is required to be installed at the landward edge of this low maintenance zone to capture and filter runoff. No mowed or cut vegetative material may be deposited or left remaining in this zone or deposited in the water. Care should be taken to prevent the over-spray of aquatic weed products in this zone.

SECTION 5. Section 7-12-5 of the Code of the City of Pensacola, Florida, is hereby created to read:

Section 7-12-5. Fertilizer Content and Application Rates.

- (a) Fertilizers applied to turf within the City of Pensacola city limits shall be applied in accordance with requirements and directions provided by Rule 5E-1.003(2), Florida Administrative Code, Labeling Requirements for Urban Turf Fertilizers.
- (b) Fertilizer containing nitrogen or phosphorus shall not be applied before seeding or sodding a site, and shall not be applied for the first thirty (30) days after seeding or sodding, except when hydro-seeding for temporary or permanent erosion control in an emergency situation (wildfire, etc.), or in accordance with the Stormwater Pollution Prevention Plan for that site.
- (c) Nitrogen or phosphorus fertilizer shall not be applied to turf or landscape plants except as provided in subsection 42-408(1) for turf, or in UF/IFAS recommendations for landscape plants, vegetable gardens, and fruit trees and shrubs, unless a soil or tissue deficiency has been verified by an approved test.

SECTION 6. Section 7-12-6 of the Code of the City of Pensacola, Florida, is hereby created to read:

Section 7-12-6. Application Practices.

- (a) <u>Spreader deflector shields are required when fertilizing via rotary (broadcast)</u> <u>spreaders.</u> <u>Deflectors must be positioned such that fertilizer granules are</u> <u>deflected away from impervious surfaces, fertilizer-free zones, and water</u> <u>bodies, including wetlands.</u>
- (b) Fertilizer shall not be applied, spilled, or otherwise deposited on any impervious surfaces.
- (c) <u>Any fertilizer applied, spilled, or deposited, either intentionally or accidentally,</u> on any impervious surface shall be immediately and completely removed to the greatest extent possible.
- (d) Fertilizer released on an impervious surface must be immediately contained and either legally applied to turf or any other legal site or returned to the original or other appropriate container.
- (e) <u>In no case shall fertilizer be washed, swept, or blown off impervious surfaces</u> into stormwater drains, ditches, conveyances, or water bodies.

SECTION 7. Section 7-12-7 of the Code of the City of Pensacola, Florida, is hereby created to read:

Section 7-12-7. Management of Grass Clippings and Vegetative Matter. In no case shall grass clippings, vegetative material, and/or vegetative debris be washed, swept, or blown off into stormwater drains, ditches, conveyances, water bodies, wetlands, or sidewalks or roadways. Any material that is accidentally so deposited shall be immediately removed to the maximum extent possible.

SECTION 8. Section 7-12-8 of the Code of the City of Pensacola, Florida, is hereby created to read:

Section 7-12-8. Exemptions. The provisions set forth above in this Ordinance shall not apply to:

- (a) <u>bona fide farm operations as defined in the Florida Right to Farm Act, Section</u> 823.14, Florida Statutes;
- (b) <u>other properties not subject to or covered under the Florida Right to Farm Act</u> <u>that have pastures used for grazing livestock;</u>
- (c) <u>any lands used for bona fide scientific research, including, but not limited to,</u> research on the effects of fertilizer use on urban stormwater, water quality, <u>agronomics, or horticulture.</u>

SECTION 9. Section 7-12-9 of the Code of the City of Pensacola, Florida, is hereby created to read:

Section 7-12-9. Training.

- (a) <u>All commercial and institutional applicators of fertilizer within the City of</u> <u>Pensacola city limits shall abide by and successfully complete the six-hour</u> <u>training program in the Florida-friendly Best Management Practices for</u> <u>Protection of Water Resources by the Green Industries that is offered by the</u> <u>Florida Department of Environmental Protection through the University of</u> <u>Florida Extension "Florida-Friendly Landscapes" program, or an approved</u> <u>equivalent program.</u>
- (b) <u>Private, non-commercial applicators are encouraged to follow the</u> recommendations of the University of Florida IFAS Florida Yards and <u>Neighborhoods program when applying fertilizers.</u>

SECTION 10. Section 7-12-10 of the Code of the City of Pensacola, Florida, is hereby created to read:

Section 7-12-10. Licensing of Commercial Fertilizer Applicators.

- (a) Commercial Fertilizer Applicators within the City Limits of the City of Pensacola shall abide by and successfully complete training and continuing education requirements in the Florida-friendly Best Management Practices for Protection of Water Resources by the Green Industries that is offered by the Florida Department of Environmental Protection through the University of Florida Extension "Florida-Friendly Landscapes" program, or an approved equivalent program, prior to obtaining a license to do business in the City for any category of occupation which may apply any fertilizer to turf and/or landscape plants. Commercial Fertilizer Applicators shall provide proof of completion of the program to the Director of Public Works and Facilities or his designee at within thirty days of the effective date of this ordinance.
- (b) <u>All Commercial Fertilizer Applicators within the City of Pensacola city limits</u> shall have, and carry in their possession at all times when applying fertilizer, evidence of certification by the Florida Department of Agriculture and Consume Services as a Commercial Fertilizer Applicator per Rule 5E-14.117(18), Florida Administrative Code.
- (c) All businesses applying fertilizer to turf and/or landscape plants (including, but not limited to, residential lawns, golf courses, commercial properties, and multi-family and condominium properties) must ensure that at least one employee has a Florida-friendly Best Management Practices for Protection of Water Resources by the Green Industries training certificate prior to the business owner obtaining a business license. Owners of any business

regulated by this section which may apply any fertilizer to turf and/or landscape plants shall provide proof of completion of the program to the Director of Public Works and Facilities or his designee.

SECTION 11. Section 7-12-11 of the Code of the City of Pensacola, Florida, is hereby created to read:

Section 7-12-11 Enforcement.

- (a) The provisions of this section shall be enforced pursuant to the provisions of sections 13-1-1 through 13-1-12; 13-2-1 through 13-2-4 and section 1-1-8.
- (b) Funds generated by penalties imposed under this section shall be used by the City of Pensacola for the administration and enforcement of Section 403.9337, Florida Statutes, and this section of the City Code, and to further water conservation and nonpoint pollution prevention activities.

SECTION 12. 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 13. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 14. 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



Memorandum

File #: 22-20

City Council

7/16/2020

#### LEGISLATIVE ACTION ITEM

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

SUBJECT:

PROPOSED ORDINANCE NO. 22-20: REQUEST TO VACATE RIGHT OF WAY - 16<sup>TH</sup> AVENUE

#### **RECOMMENDATION:**

That City Council adopt Proposed Ordinance No. 22-20 on second reading.

AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF 16TH AVENUE IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

#### HEARING REQUIRED: Public

#### SUMMARY:

The City of Pensacola received a request from Mr. Kendall G. Wilder for approval of a vacation of right-of-way for a 10' portion of 16<sup>th</sup> Avenue between Belmont and Wright Streets. The purpose of the vacation is to allow the applicant to construct two single-family detached structures instead of one single-family detached structure.

On May 12, 2020, the Planning Board unanimously recommended approval of the request.

#### PRIOR ACTION:

June 11, 2020 - The City Council conducted a public hearing and approved Proposed Ordinance No. 22-20 on first reading.

#### FUNDING:

N/A

#### FINANCIAL IMPACT:

None

#### CITY ATTORNEY REVIEW: Yes

5/15/2020

#### STAFF CONTACT:

Keith Wilkins, City Administrator Kerrith Fiddler, Deputy City Administrator Sherry Morris, AICP, Planning Services Director

## ATTACHMENTS:

- 1) Proposed Ordinance No. 22-20
- 2) Vacation of Right of Way Application
- 3) Planning Board Minutes May 12 2020 DRAFT

#### PRESENTATION: No

PROPOSED ORDINANCE NO. <u>22-20</u>

ORDINANCE NO.

AN ORDINANCE TO BE ENTITLED:

# AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF 16<sup>TH</sup> AVENUE IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a public hearing was held on June 11, 2020, as to the vacation of a portion of the 16<sup>th</sup> Avenue right-of-way; Pensacola, Escambia County, Florida; and

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

A PORTION OF THE WESTERLY RIGHT-OF-WAY OF 16<sup>TH</sup> AVENUE BETWEEN BELMONT AND WRIGHT STREET DESCRIBED AS FOLLOWS:

THE WESTERLY 10.0 FEET OF 16<sup>TH</sup> AVENUE (80' R/W) ABUTTING LOT 10, BLOCK 53, OF THE NEW CITY TRACT, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA COPYRIGHTED BY THOMAS C. WATSON IN 1906; AND

THE WESTERLY 10.0 FEET OF 16<sup>TH</sup> AVENUE (80' R/W) ABUTTING LOT 11, BLOCK 53, OF THE NEW CITY TRACT, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA COPYRIGHTED BY THOMAS C. WATSON IN 1906.

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

SECTION 3. That, notwithstanding the foregoing sections, the City of Pensacola reserves for itself and all existing utility providers, their successors and assigns, a full width easement in the entire portion the right of way vacated hereby for the purpose of locating and maintaining public utilities and improvements.

SECTION 4. 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 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Passed: \_\_\_\_

Approved:

President of City Council

Attest:

City Clerk

# VACATION OF ALLEY OR STREET RIGHT OF WAY Fee: \$2,000.00 Rehearing/Rescheduling Planning \$250.00 Rehearing/Rescheduling City Council: \$500.00

Applicant Information:



•

Name: Kendall Glen Wilder			
Address: 305 N 17 <sup>th</sup> Avenue; Pensacola,	FL 32501		
Phone: 850-748-4211 Fax	:	Email: 2kswilder@att.net	
Property Information:			
Owner Name: Kendall Glen Wilder			
Location/Address: 1517 E. Belmont Stree	t; Pensacola, FL 325	01	
Legal Description: Please attach a full legal des	scription (from deed or s	irvey)	
Purpose of vacation of city right of way/comments:			
See Attached			
1, the undersigned applicant, understand that submitt fees will be made. I have reviewed a copy of the app Council meeting.			
Kendall G. H	)ilder	3/5/2020	
Signature of Applicant	Da	te/	

(Owner of Property or Official Representative or Owner)

•

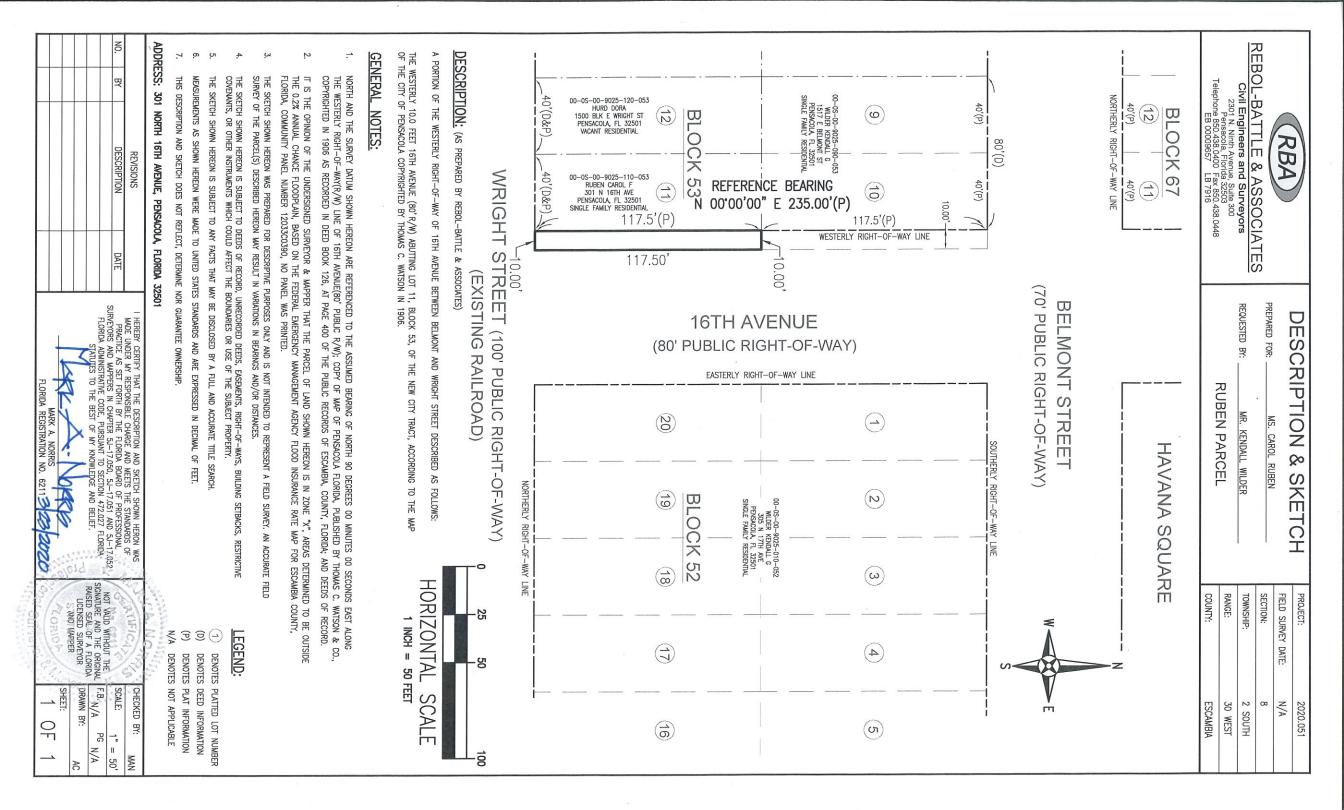
	FOR OFFICE USE ONLY	`
District:	•	
Dale Received; .	Case Number:	
Dale Postcards mailed:		
Planning Board Date:	Recommendation:	
Council Date:	Council Action:	

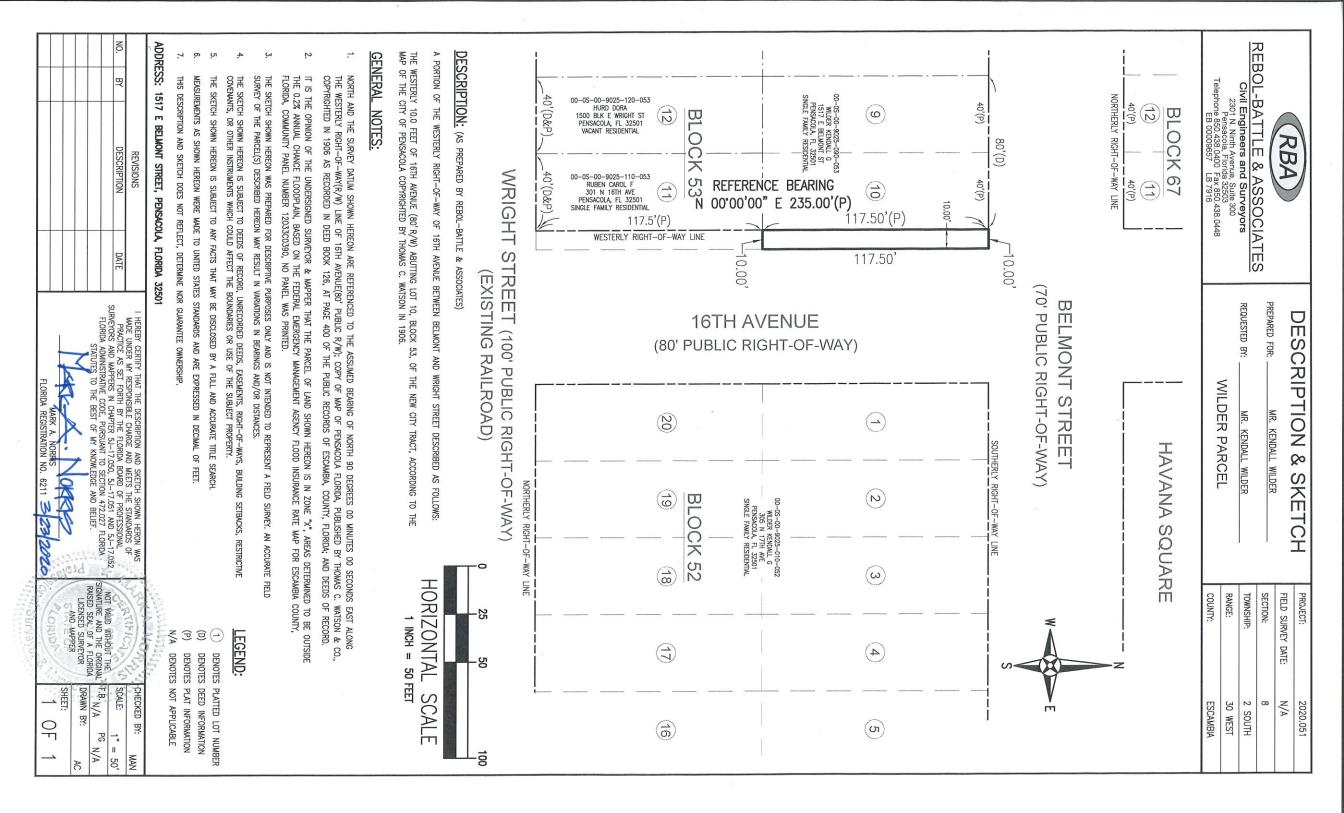
Purpose of Vacation of City Right of Way

Kendall G. Wilder is requesting the approval of the vacation of a 10 ft portion of 16<sup>th</sup> Avenue between Belmont and Wright streets correctly zoned R-1AA. The request is to attain the highest and best use of the property and to preserve and increase the property values in this area of East Hill. If granted, the additional 10 feet would allow the applicant to construct two single family detached structures instead of one single family detached structure. Approval would not affect traffic flow on 16<sup>th</sup> Avenue as it already terminates at Wright Street resulting in virtually no thru traffic. Applicant could find no future plans to widen 16<sup>th</sup> Avenue or Wright Street. The right of way on this segment of 16<sup>th</sup> Avenue is 70 feet wide with the 24 ft road width centered in the right of way. Homes would face Belmont Street. I would like to see two homes be built that would blend in to this beautiful property of oaks and Spanish moss.

Please find attached:

Escambia County Property Appraisers Parcel Sheet Warranty Deed Current Legal Description Regulations for Medium Density Residential Districts Approval of Abutting Property Owners



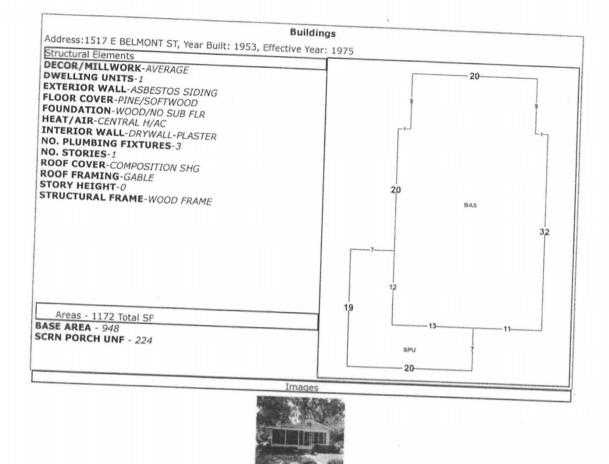


Legal Description

Lots 9 and 10 Block 53, New City Tract, City of Pensacola, Escambia County, Florida, according to the map od the City of Pensacola copyrighted by Thomas C. Watson in 1906.

Source: Escambia County Property Appraiser

Restore Full Version Assessments **General Information** Year Land Imprv Total Cap Val Reference: 000S009025090053 2019 \$135,783 \$43,576 \$179,359 \$153,587 Account: 140296500 2018 \$135,783 \$40,483 \$176,266 \$139,625 **Owners:** WILDER KENDALL G 2017 \$134,664 \$37,512 \$172,176 \$126,932 Mail: 305 N 17TH AVE PENSACOLA, FL 32501 Situs: 1517 E BELMONT ST 32501 **Disclaimer** Use Code: SINGLE FAMILY RESID Taxing **Tax Estimator** PENSACOLA CITY LIMITS Authority: Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford > File for New Homestead Escambia County Tax Collector **Exemption Online** Sales Data **2019 Certified Roll Exemptions** Official None Sale Records Book Page Value Type Date (New Window) 03/1992 3145 218 \$41,900 WD View Instr Legal Description 09/1991 3062 101 \$21,000 QC LTS 9 & 10 BLK 53 NEW CITY TRACT OR 3145 P 218 CA 42 View Instr 11/1987 2481 753 \$43,000 WD View Instr 11/1979 1391 475 \$24,000 WD View Instr Official Records Inquiry courtesy of Pam Childers **Extra Features** Escambia County Clerk of the Circuit Court and UTILITY BLDG Comptroller Parcel Launch Interactive Map Information Section + Map Id: CA042 80 -Approx. 60 N 16TH AVE Acreage: 60 0.2179 Zoned: R-1AA --117 Evacuation in 117 & Flood Information j S 235 5 Open Report 80 40 60 40 60 View Florida Department of Environmental Protection(DEP) Data



8/31/16

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



17.5

This Warranty L	Deed 0x830x3145% 218
Made this 12th day of March by Angela Frances Thigpen, f/k/a/ Ange an unmarried woman	A.D. 19 <sup>92</sup> Pla Thigpen Harding,
hereinafter called the grantor, to <b>KENDALL G. WILDER</b>	55
whose post office address is: 305 North 17	
Grantees' SSN: hercinafter called the grantee: (Whenever used herein the term 'grantor' and	Friendle all (15 명화) 경험 grantee* include all (15 명화) https://www.stand.the
Witnesseth, that the grantor, for and in co and other valuable considerations, receipt whereof is he releases, conveys and confirms unto the grantee, all th	ereby acknowledged, flereby grants, bargains, sells, aliens, remises, at certain land situate in <b>Bscambia</b>
County, Florida, v Lots 9 and 10, Block 53, NEW CI Escambia County, Florida, accor Pensacola copyrighted by Thomas	TY TRACT, City of Pensacola, ding to the map of the City of
for the current year.	ons, easements of record and taxes title in effect as well as in form and is
I not intended as a mortgage, trust convo	evance of accurity of any kind, the consideration obligations, costs and charges heretofore ms of that certain Mortgage recorded in
Completely satisfying said obligation and thereof in every tespect Parcel Identification Number	nd terminating said Mortgage and all effect
that the grantor has good right and lawful authority to	imple forever. rantee that the grantor is lawfully seized of said land in fee simple; o sell and convey said land; that the grantor hereby fully warrants the lawful claims of all persons whomsoever; and that said land is
free of all encumbrances except taxes accruing subseq	uent to December 31, 19 $91$ as signed and scaled these presents the day and year first above
Signed, sealed and delivered in our presence:	A Contractor Descrites
Sara Matthews Marianne Macon	Name & Address Angela Ffances Thigper
Nume: Matianne Mason 251	Name & Address:
Name D.S. PD S 5597	D.C.
Nume: BY: State of CERT. REG County of	Name & Address:
The foregoing instrument was acknowledged before m by Angela Frances Thigpen f/k/a Angela	ne this 16th day of March , 1992 , a Thigpen Harding
who is personally known to me or who has produced and who <b>did</b> not take an oath.	Drivers Licenses as identification
-	Manare Maion
PREPARED BY: Rhonda H. Sewell RECORD & RETURN TO:	Print Name: Marianne Mason Notary Public My Commission Expires:
Lawyers Title Agency of North Flo	orida, Inc.

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March 5, 2020

Petition form signed by all property owners ABUTTING the portion of right of way to be vacated.

Neighbors in agreement with Vacation of Right of Way at 1500 Block E. Belmont Street

Kendall G. Wilder is seeking possession of 10' of the Right of Way on the South West corner of 16<sup>th</sup> avenue and E. Belmont Street.

Phone	850-0746			
Signature	Caroldules			
Address	1462 Central Auny July Breeze 71	3017. 16 The anone Pensacala, 713250		
Name	Conol Luber			

6/1/2018

#### Pensacola, FL Code of Ordinances

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

#### TABLE 12-2.2

#### REGULATIONS FOR THE MEDIUM DENSITY RESIDENTIAL ZONING DISTRICTS

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

#### Pensacola, FL Code of Ordinances

Maximum Building Height35 feet35 feet(Except as provided(Except as provided(Except as providedin Sec. 12-2-39)in Sec. 12-2-39)in Sec. 12-2-39)

\* The front yard depths in the R-1AA and R-1A districts shall not be less than the average depths of all front and street side yards located on either side of the block face, up to the minimum yard requirement; in case there are no other dwellings in the block, the front yard depths shall be no less than the footages noted.

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

\*\*\* All future residential development on parcels changed to a Medium Density Residential (MDR) zoning district via the passage of Ord. No. 23-16, effective on August 18, 2016, shall be considered legal non-conforming and may utilize the R-1A zoning district standards applicable to lot width, lot area and setbacks.

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

#### TABLE 12-2.3

VACATION OF ALLEY ( Fee: \$2,000.00 Rehearing/Rescheduling Planning Bo	DR STREET RIGHT OF WAY	
Rehearing/Rescheduling City Council	l: \$500.00	COND
Applicant Information: Name:Carol	A Vichen)	
ame:	10 Dalling R. D.	has TADAD
hone: 850-698-026	rul Parkway, Gulf b Fax:	_Email: Carol @innistree hotels.c
Property Information:		
Owner Name: Car	ol F. Kuben	
ocation/Address: 3017.1	ol J. Luben 6th avenue, Pensaco	la,7632501
egal Description: Please attach a ful	l legal description (from deed or survey)	
to increase	for the wall	
	- Jongune	
the undersigned applicant, understa	nd that submittal of this application does not the swill be made. I have reviewed a copy of the anning Board and City Council meeting.	entitle me to approval of this vacation e applicable regulations and understand that 160000
the undersigned applicant, understant equest and that no refund of these fee must be present on the date of the Pl ignature of Applicant Owner of Property or Official Repres	nd that submittal of this application does not the swill be made. I have reviewed a copy of the anning Board and City Council meeting.	entitle me to approval of this vacation e applicable regulations and understand that $\frac{162020}{10020}$
the undersigned applicant, understance equest and that no refund of these fee must be present on the late of the Pl ignature of Applicant	nd that submittal of this application does not a es will be made. I have reviewed a copy of the anning Board and City Council meeting. Date Sentative of Owner)	entitle me to approval of this vacation e applicable regulations and understand that $\frac{162020}{10020}$
the undersigned applicant, understant equest and that no refund of these fee must be present on the flate of the Pl ignature of Applicant Owner of Property or Official Repres	nd that submittal of this application does not does will be made. I have reviewed a copy of the anning Board and City Council meeting. 3 Date Sentative of Owner)	e applicable regulations and understand that $ b 2020$
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the undersigned applicant, understate equest and that no refund of these fee must be present on the flate of the Pl ignature of Applicant Owner of Property or Official Repres	Ind that submittal of this application does not does will be made. I have reviewed a copy of the anning Board and City Council meeting. 3 Date Sentative of Owner) <u>FOR OFFICE USE ONLY</u> Case Number:	e applicable regulations and understand that

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# CAROL RUBEN 1462 Central Parkway Gulf Breeze, FL 32563

March 6, 2020

Re: 301 North 16<sup>th</sup> Avenue Pensacola, Florida 32501 Account #140297000 Ref: #000S009025110053 Legal Description: LT 11 BLK 53 NEW CITY TRACT OR 6322 P 1353 OR 8143 P 1492 CA 42

TO WHOM IT MAY CONCERN:

I, Carol Ruben, am the owner of the above referenced property. I would like to join Mr. Ken Wilder in his application in asking the City of Pensacola to vacating 10 ft of the easement along 16<sup>th</sup> Avenue and my property line.

Thank you in advance for your consideration and approval of the above.

Respectfully,

Carol Ruben

Recorded in Public Records 05/02/2008 at 04:37 PM OR Book 6322 Page 1353, Instrument #2008033986, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$10.00 Deed Stamps \$350.00

Prepared by and return to: Stephens Law Firm, P.A. 4507 Furling Lane, Suite 210 Destin, FL 32541 850-837-7135 File Number: 2008-11

[Space Above This Line For Recording Data]

# **Quit Claim Deed**

This Quit Claim Deed made this 24th day of April, 2008 between Lisa R. Dempsey, a single woman, whose post office address is 301 N 16<sup>th</sup> Avenue, Pensacola, Florida 32501, grantor, and Carol F. Ruben and Robert M. Ruben, wife and husband whose post office address is 1462 Central Pkwy, Gulf Breeze, FL 32563, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in Escambia County, Florida to-wit:

Lot 11, Block 53, of the New City Tract, according to Watson's Map in 1906 according to the Map of City of Pensacola, County of Escambia, Florida.

#### Parcel Identification Number: 000S009025110053

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

State of Florida County of Escambia

The foregoing instrument was sworn to and subscribed before me this 24<sup>th</sup> day of April, 2008 by Lisa R. Dempsey, who [] is personally known or [] has produced a driver's license as identification.

Notary Public Susan S. Hinofe Notary Public State of Florida Commission No. DD320727 Expires June 21, 2003

STATE FILE NUMBER: 2019111164       DATE ISSUED: JULY 16, 2019         DECEDENT INFORMATION       DATE FILED: JULY 16, 2019         NAME: ROBERT M RUBEN       DATE OF DEATH: JULY 6, 2019         DATE OF DEATH: JULY 6, 2019       SEX: MALE       AGE: 075 YEARS         DATE OF BIRTH: OCTOBER 3, 1943       SSN: "*-*-6322         BIRTHPLACE: PENSACCLA, FLORIDA, UNITED STATES       PLACE WHERE DEATH OCCURRED: DECEDENT'S HOME         FACILITY NAME OR STREET ADDRESS: 1462 CENTRAL PARKWAY       LOCATION OF DEATH: GULF BREEZE, SANTA ROSA COUNTY, 32563         RESIDENCE: 1462 CENTRAL PARKWAY, GULF BREEZE, FLORIDA 32563, UNITED STATES       COUNTY: SANTA ROSA         OCCUPATION, INDUSTRY: SALESMAN, REAL ESTATE       EVER IN U.S. ARMED FORCES?YES         HISPANIC OR HAITIAN ORIGIN? NO, NOT OF HISPANIC/HAITIAN ORIGIN       RACE: WHITE         SURVIVING S       MARITAL ST         MARITAL ST       MARITAL ST         SURVIVING S       MARITAL ST         MARITAL ST       MARUAL ADATA ADATA ADATA         MOTHER'S/P       MAUGUATUATION         MOTHER'S/P       MAUGUATUATION         MOTHER'S/P       MAUGUATUATION         INFORMANT       MATA MAUGUATUATION         INFORMANT       MATA MAUGUATUATION         INFORMANT       MATA MAUGUATUATUATION         INFORMANT       MATA MAUGUATUATUATION	
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NAME OF ATTENDING PHYSICIAN (IF OTHER THAN CERTIFIER): NOT ENTERED	
The first five digits of the decedent's Social Security Number has been redacted pursuant to §119.071(5), Florida Statutes.	
(Informen, STATE REGISTRAR	

STATE OF FLORIDA THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIF BUREAU of VITAL STATISTICS ERTIFICATION OF DEATH DATE ISSUED: JULY 16, 2019 STATE FILE NUMBER: 2019111164 DECEDENT INFORMATION DATE FILED: JULY 16. 2019 NAME: ROBERT M RUBEN SEX: MALE AGE: 075 YEARS DATE OF DEATH: JULY 6, 2019 SSN: \*\*\*-\*\*-6322 DATE OF BIRTH: OCTOBER 3, 1943 BIRTHPLACE: PENSACOLA, FLORIDA, UNITED STATES PLACE WHERE DEATH OCCURRED: DECEDENT'S HOME FACILITY NAME OR STREET ADDRESS: 1462 CENTRAL PARKWAY LOCATION OF DEATH: GULF BREEZE, SANTA ROSA COUNTY, 32563 RESIDENCE: 1462 CENTRAL PARKWAY, GULF BREEZE, FLORIDA 32563, UNITED STATES COUNTY: SANTA ROSA OCCUPATION, INDUSTRY: SALESMAN, REAL ESTATE EVER IN U.S. ARMED FORCES?YES EDUCATION: ASSOCIATE DEGREE HISPANIC OR HAITIAN ORIGIN? NO, NOT OF HISPANIC/HAITIAN ORIGIN RACE: WHITE SURVIVING SPOUSE / PARENT NAME INFORMATION (NAME PRIOR TO FIRST MARRIAGE, IF APPLICABLE) MARITAL STATUS: MARRIED SURVIVING SPOUSE NAME: CAROL DEMPSEY ROBERT DANOR RUBEN FATHER'S/PARENT'S NAME: MOTHER'S/PARENT'S NAME: DOROTHY UDELL INFORMANT, FUNERAL FACILITY AND PLACE OF DISPOSITION INFORMATION INFORMANT'S NAME: CAROL RUBEN RELATIONSHIP TO DECEDENT: WIFE INFORMANT'S ADDRESS: 1462 CENTRAL PARKWAY, GULF BREEZE, FLORIDA 32563, UNITED STATES FUNERAL DIRECTOR/LICENSE NUMBER: BRIAN MORRIS, F077911 FUNERAL FACILITY: HARPER-MORRIS MEMORIAL CHAPEL F040431 2276 AIRPORT BLVD, PENSACOLA, FLORIDA 32504 METHOD OF DISPOSITION: BURIAL PLACE OF DISPOSITION: BAYVIEW MEMORIAL PARK PENSACOLA, FLORIDA **CERTIFIER INFORMATION** MEDICAL EXAMINER CASE NUMBER: NOT APPLICABLE TYPE OF CERTIFIER: CERTIFYING PHYSICIAN DATE CERTIFIED: JULY 15, 2019 TIME OF DEATH (24 HOUR): 0558 CERTIFIER'S NAME: NICHOLAS DRAKE CERTIFIER'S LICENSE NUMBER: ME135482 NAME OF ATTENDING PHYSICIAN (IF OTHER THAN CERTIFIER): NOT ENTERED The first five digits of the decedent's Social Security Number has been redacted pursuant to §119.071(5), Florida Statutes , STATE REGISTRAR REQ: 2020652877 THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE. E GENTIFIES THAT THIS IS A THUE AND CONNECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE. THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH WATERMARKS OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO, NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATER MARKS. THE DOCUMENT FACE CONTAINS A MULTICOLORED BACKGROUND, GOLD EMBOSSED SEAL, AND THERMOCHROMIC FL. THE BACK CONTAINS SPECIAL LINES WITH TEXT. THE DOCUMENT WILL NOT PRODUCE A COLOR COPY. WARNING:



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CERTIFICATION OF VITAL RECORD

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#### 3/6/2020

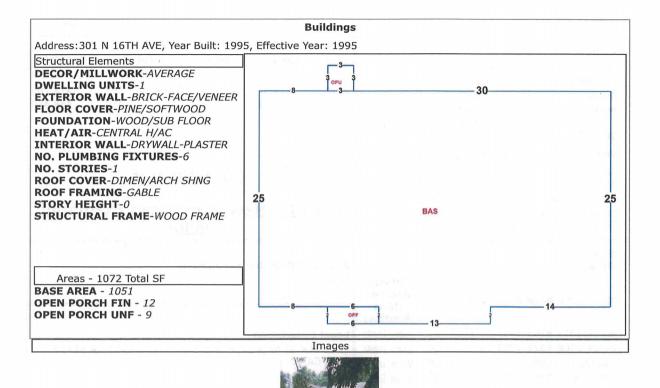
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Source: Escambia County Property Appraiser

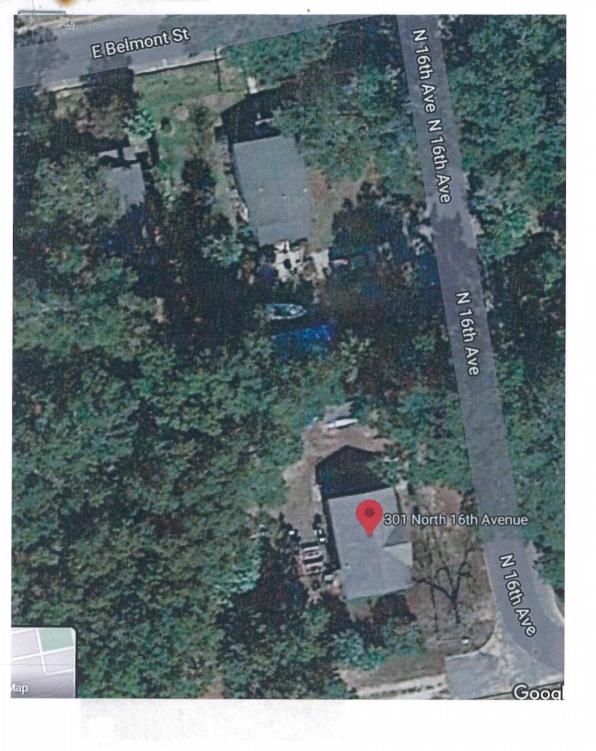
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Mail:	1462 CENTRAL PKWY GULF BREEZE, FL 325		2017	<i><b>410</b>,</i> <b>010</b>	<i><i><i>qo<i>zjoo</i></i></i></i>	400/100	400, 10
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The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

8/15/16



PON



**General Notice** - Litigation accounts are not considered delinquent and payments are not due. To see the range of accounts in litigation, click here.

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#### Scott Lunsford, CFC · Escambia County Tax Collector F facebook.com/ECTaxCollector EscambiaTaxCollector.com **REAL ESTATE** 2019 TAXES Notice of Ad Valorem and Non-Ad Valorem Assessments SCAN TO PAY ONLINE 111 MILLAGE CODE ESCROW CODE **PROPERTY REFERENCE NUMBER** ACCOUNT NUMBER 14-0297-000 16 CL-0011883 000S009025110053 PROPERTY ADDRESS: **EXEMPTIONS:** 301 N 16TH AVE

RUBEN CAROL F 1462 CENTRAL PKWY GULF BREEZE, FL 32563

AD VALOREM TAXES					
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PUBLIC SCHOOLS					
BY LOCAL BOARD	2.0990	76,447	0	76,447	160.46
BY STATE LAW	3.9440	76,447	0	76,447	301.51
PENSACOLA	4.2895	76,447	0	76,447	327.92
WATER MANAGEMENT	0.0327	76,447	0	76,447	2.50
M.S.T.U. LIBRARY	0.3590	76,447	0	76,447	27.44

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	ist be in U.S. funds				COMBINE	D TAX	ES AND ASSE	SSMEN	NTS \$	1,357.4
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			RETAIN FOR	YOUR RECO	ORDS					
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## **City of Pensacola**

## **Planning Board**

## Agenda

Tuesday, May 12, 2020, 2:00 PM

**Council Chambers, 1st Floor** 

## Quorum / Call to Order

#### **Approval of Meeting Minutes**

20-00200	MARCH 10, 2020 PLANNING BOARD MINUTES
Attachments:	March 10 2020 Planning Board Minutes
Requests	
20-00195	PENSACOLA ENERGY - REQUEST FOR DEMOLITION - 1515 E. HEINBURG STREET
Attachments:	Pensacola Energy Demo Application

- 20-00191 FINAL PLAT APPROVAL 117 EAST LA RUA STREET CORT DE LA RUA
   *Attachments:* Corte De La Rua Final Plat
- 20-00188 REQUEST FOR LICENSE TO USE RIGHT-OF-WAY 1 SOUTH JEFFERSON STREET
- Attachments: LTU Puppy Pit Application
- **20-00189** REQUEST FOR VACATION OF RIGHT-OF-WAY 16TH AVENUE BETWEEN BELMONT AND WRIGHT STREETS
- Attachments: 16th Ave Vacation of ROW Application
- 20-00206 REQUEST FOR ZONING MAP AND FUTURE LAND USE MAP AMENDMENT 1421 SONIA STREET
- Attachments: 1421 Sonia St. Rezoning & FLU Application
- 20-00207REQUEST FOR ZONING MAP AND FUTURE LAND USE MAP<br/>AMENDMENT FOR 1700 BLK LANSING DRIVE
- Attachments: 1700 BLK Rezoning and FLUM Application

Planning Board	Agenda	May 12, 2020
20-00216	MODIFICATIONS TO PLANNING BOARD SUBMITTAL DEALDC AMENDMENTS - SEC. 12-2-4, VACATION OF STREET, 12-12-7, LICENSE TO USE RIGHT OF WAY, SEC.12-13-2 VALAND SEC. 12-13-5, APPLICATION DEADLINES	ALLEYS,
Attachments:	Sec.12-12-4 Vacation of Streets Alleys. Sec.12-12-7 License to Use Right of Way. Sec.12-13-2 Planning Board Sec.12-13-5 Application Deadlines	
Open Forum		
Discussion		
20-00198	DISCUSSION ON PROPOSED AMENDMENT TO THE TREE ORDINANCE	
Adjournment		
matter considered at su and that for such purpose he proceedings is	cides to appeal any decision made with respect to any ch meeting, he will need a record of the proceedings, may need to ensure that a verbatim record of the ord includes the testimony and evidence upon which	
will make reasonable accor activities. Please call 850-4 Request must	acola adheres to the Americans with Disabilities Act ar mmodations for access to City services, programs and 35-1670 (or TDD 435-1666) for further information. 48 hours in advance of the event in order to allow the	

provide the requested services.

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.



Memorandum

File #: 20-00200	Planning Board	5/12/2020
то:	Planning Board Members	
FROM:	Cynthia Cannon, AICP, Assistant Planning Director	
DATE:	5/5/2020	
SUBJECT:		
March 10, 2020 P	lanning Board Minutes	
BACKGROUND:		
Click or tap here t	o enter text.	



### MINUTES OF THE PLANNING BOARD March 10, 2020

MEMBERS PRESENT:	Chairperson Paul Ritz, Board Member Grundhoefer, Board Member Murphy, Board Member Powell
MEMBERS ABSENT:	Vice Chairperson Kurt Larson, Board Member Sampson, Board Member Wiggins
STAFF PRESENT:	Assistant Planning Director Cannon, Senior Planner Statler, Transportation Planner-Complete Streets Ziarnek, Assistant City Attorney Lindsay, Assistant Airport Director for Finance Andrea Levitt, Intern Mendillo
OTHERS PRESENT:	Brian Ditthardt, Ryan Ditthardt, Deborah York, Marla Backhaus, Mike Hamlin, Matthew Cushing, Fred Davis, John

### AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from February 11, 2020.
- New Business:
  - 1. Vacation of Right-of-Way Request Pensacola International Airport

Fitzgerald, Ron Fitzgerald, Angela Bottesini

- 2. Vacation of Right-of-Way Request 500 Stanley Avenue
- 3. Discussion on the Proposed Amendment to the Tree Ordinance
- Open Forum
- Adjournment

### Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the Board meeting.

#### Approval of Meeting Minutes

Board Member Grundhoefer made a motion to approve the February 11, 2020 minutes, seconded by Board Member Murphy, and it carried unanimously.

City of Pensacola Planning Board Minutes for March 10, 2020 Page 2

#### New Business

#### Vacation of Right-of-Way Request – Pensacola International Airport

Assistant Planning Director Cannon presented to the Board and stated the request was to accommodate future airport development as part of a phased expansion. Assistant Airport Director Levitt advised the airport had been purchasing property since 2002 and with the airport expansion, they needed to vacate the roadways in order to build. Chairperson Ritz noted none of the utility providers had any concerns, and ECUA had requested they work with them; Ms. Levitt confirmed they had been working with ECUA to allow the required easements for their purposes. Board Member Grundhoefer asked about the residences, and Ms. Levitt explained the property was purchased and the structures demolished. She indicated there were mini warehouses on Douglas which would be relocated. She also stated the property had be rezoned to ARZ when it was annexed into the city limits.

Ms. Backhaus and Ms. York addressed the Board. Ms. York indicated when people left their homes, they had left their animals, and they had been feeding cats since November 2014. They were trying to capture the last few and wanted to know how this vacation affected them. Chairperson Ritz explained a fee simple property meant the owner lived on the property and possessed a deed. Right-of-way property is owned by citizens of the City of Pensacola. When there was a request to vacate a right-of-way, it meant that person requesting it asked for the right-of-way to be given to them to be added to their fee simple property. He explained you could not trespass on fee simple property without permission. Ms. Backhaus stated they were feeding the cats as close to the road as possible but had been approached by police officers. Chairperson Ritz suggested contacting the airport staff; he explained this right-of-way vacation would be decided at this meeting but would proceed to the Council. Board Member Murphy advised she had met with Airport Director Flynn on occasion and stated he worked on planting the wildflowers for bees on the airport property and suggested Councilwoman Myers could also be a contact for some direction. With no other comments, Board Member Powell made a motion for approval. seconded by Board Member Murphy, and it carried unanimously.

#### Vacation of Right-of-Way Request – 500 Stanley Avenue

Assistant Planning Director Cannon stated Mr. Ditthardt had submitted a vacation of rightof-way which did include the required petitions signed by adjacent property owners. She noted that the petitions were required per the Land Development Code. Chairperson Ritz clarified this was a vacation of right-of-way request. Staff explained neighbors who were not responsive were not included within the request, and some chose not to vacate.

Brian Ditthardt addressed the Board and stated there was no purpose in the alleyway, and they had been working with staff to present the appropriate application. They had attempted to contact all property owners on the right-of-way, however, some were out of the country, but they had the signatures of those included in the request. The applicants were in agreement with the staff's presentation.

Mr. Davis who owns 2807 E. DeSoto, did receive the certified mail notification and had no problem with the request but did not sign the request due to his unique situation with a house already in the alleyway and beyond the 10' which would be given to the property owner. Chairperson Ritz stated he did not know how to address this situation but noted instances in the 1950s where individuals built structures across property lines. Staff clarified that Mr. Davis' property was not affected by this application.

Mr. Cushing, the owner of 2803 E. DeSoto, advised the cinderblock garage encroached 10' into the right-of-way alley and benefited him at this point to enclose it, but he had no

City of Pensacola Planning Board Minutes for March 10, 2020 Page 3

issues with the request. With no other speakers, Board Member Murphy made a motion to approve, seconded by Board Member Grundhoefer, and it carried unanimously. Chairperson Ritz explained the request would proceed to Council for the official decision.

#### **Discussion on the Proposed Amendment to the Tree Ordinance**

Ms. Murphy advised they had confirmed workshops with two University of Florida professors from the Department of Urban Forestry for April 20, 4 to 8 pm and April 21, 9 to 4pm, with the tentative location at Sanders Beach; all City and County staff are invited. She was hoping this would be a continued program with the two professors who had developed successful programs for Miami, Orlando, Gainesville and Tampa, with the idea being to not build an ordinance first and project backwards. The object would be to look at what was needed long term and then develop that into an ordinance. Chairperson Ritz reminded Board members to observe the Sunshine and not speak or sit together at these workshops.

**Open Forum** – Mike Hamlin with ECUA wanted to inform the Board on the insight of the utility organizations when evaluating right-of-way vacations. He explained there were three different cases they see: 1) Unopened right-of-way, something platted decades ago, where they usually don't have facilities and no easement; 2) Minimally opened right-of-way which has a short line and sometimes not in use with no easement retained; and 3) An active facility which draws concern, and even if they retain an easement, the property owners still want to use that property for parking, fences, and gates. In those instances, they try to accommodate the request as much as possible but must balance it with the other utility customers needing access for their equipment.

<u>Adjournment</u> – With no further business, Chairperson Ritz adjourned the meeting at 2:37 pm.

Respectfully Submitted,

Cynthia Cannon, AICP Assistant Planning Director Secretary to the Board



Memorandum

File #: 20-00195	Planning Board	5/12/2020
то:	Planning Board Members	
FROM:	Cynthia Cannon, AICP, Assistant Planning Director	
DATE:	5/5/2020	
SUBJECT:		

Pensacola Energy - Request for Demolition - 1515 E. Heinburg Street

## BACKGROUND:

Pensacola Energy has requested the demolition of a chain link fence and two small buildings (approximately 12' x 12') at their substation on 1515 E. Heinburg Street. This property is located in the Gateway Review District and therefore requires Planning Board approval. The existing Gulf Breeze meter set shown on the plans will be enclosed with a decorative wooden fence.

This request has been routed through the various City departments and utility providers and their comments are attached for your review.



	Ap	plication Date: 4/9/2020
Applicant:	Pensacola Energy (Darryl Singleton)	
Applicant's Address:	1625 Atwood Drive, Pensacola FL 32503	
Email:	DSingleton@cityofpensacola.com	Phone:
Review District:	District 4	

\* An application for aesthetic review shall be reviewed by a representative of the Planning Board once all materials have been submitted and it is deemed complete by the Secretary to the Board.

Project specifics/description:

Pensacola Energy has completed its monumental low pressure system replacement project and

no longer needs the low pressure regulator station located at 1515 East Heinberg. We request

permission to have the low pressure regulator station and chain link fence removed. We will be

reducing our footprint to a 20' x 55' meter set that supplies natural gas to the City of Gulf Breeze.

The Gulf Breeze meter set will be enclosed in a decorative fence to better blend with the

aesthetics of the surrounding neighborhoods.

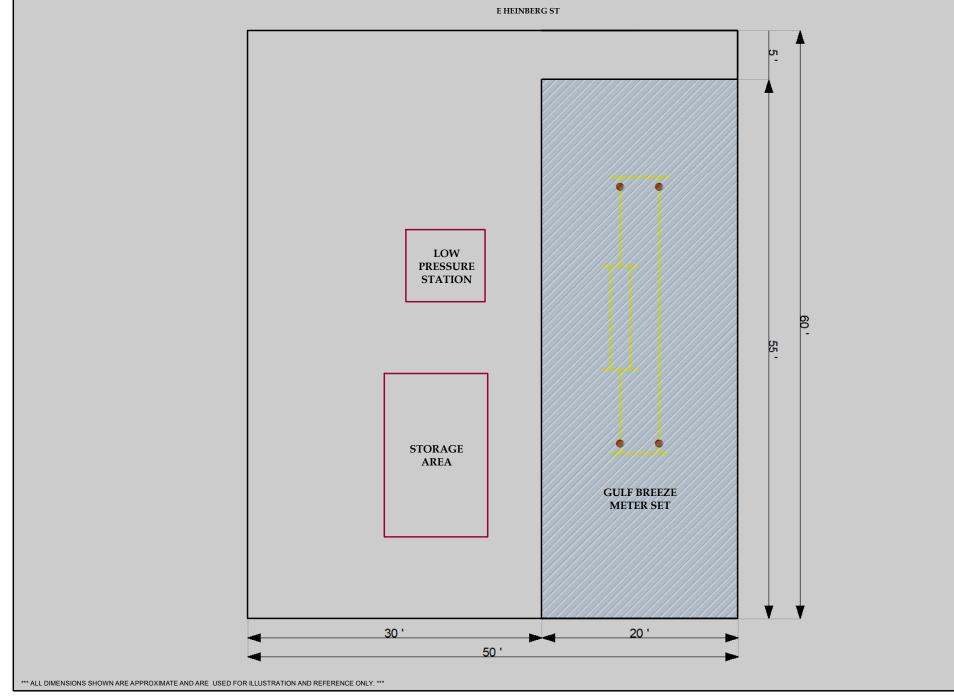
I, the undersigned applicant, understand that payment of these fees does not entitle me to approval and that no refund of these fees will be made.

Applicant/Signature

4/9/2020

Date

Planning Services 222 W. Main Street \* Pensacola, Florida 32502 (850) 435-1670 Mail to: P.O. Box 12910 \* Pensacola, Florida 32521



Pensacola Energy Heinberg Station CURRENT AND PROPOSED LAY-OUT



Ν





## Review Routing Project: Demo Pensacola Energy

## Meeting: May 12, 2020 Comments Due: March 27, 2020

Department:	Comments:
FIRE	No comments.
PW/E	No comments.
InspSvcs	No comments.
ESP	No comments.
ECUA	No comments.
GPW	No comments.
ATT	No comments.

From:	Annie Bloxson
Sent:	Monday, April 13, 2020 1:05 PM
То:	Cynthia Cannon
Subject:	RE: Pensacola Energy - Aesthetic Review - 1515 E. Heinberg St. Demolition

Good Afternoon,

I do not oppose to the demolition of the two buildings or the removal of the chain link fence at 1515 E. Heinberg Street.

Respectfully,

## Annie Bloxson

Fire Marshal Visit us at <u>PensacolaFire.com</u> 475 E. Strong St. Pensacola, FL 32501 Office: 850.436.5200 abloxson@cityofpensacola.com



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

From: Cynthia Cannon <CCannon@cityofpensacola.com> Sent: Monday, April 13, 2020 10:24 AM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T)

From:	Jonathan Bilby
Sent:	Monday, April 13, 2020 4:29 PM
То:	Cynthia Cannon
Subject:	RE: Pensacola Energy - Aesthetic Review - 1515 E. Heinberg St. Demolition

No comments or issues.

Jonathan Bilby, MCP, CFM Inspection Services Director Visit us at http://cityofpensacola.com 222 W Main St. Pensacola, FL 32502 Office: 850.435.1748 Fax: 850.595.1464 jbilby@cityofpensacola.com

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

From: Cynthia Cannon

Sent: Monday, April 13, 2020 10:24 AM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>

Subject: Pensacola Energy - Aesthetic Review - 1515 E. Heinberg St. Demolition

Good Morning All,

Please review and comment on the attached request before the Planning Board for demolition of two small buildings which are located in the Gateway Review District at 1515 E. Heinberg St. Please provide comments *by close of business on Wednesday April 15, 2020*.

Thank you!

From:	Andre Calaminus <andre.calaminus@ecua.fl.gov></andre.calaminus@ecua.fl.gov>
Sent:	Tuesday, April 14, 2020 12:37 PM
То:	Cynthia Cannon
Subject:	[EXTERNAL] RE: Pensacola Energy - Aesthetic Review - 1515 E. Heinberg St. Demolition

#### THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Good afternoon Cynthia,

The demolition of the low pressure regulator station buildings and setting the meter in a decorative fence does not appear to have any impact on ECUA's operations, therefore, ECUA Engineering has no comment at this time.

Thanks,

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

From: Cynthia Cannon <CCannon@cityofpensacola.com>

Sent: Monday, April 13, 2020 10:24 AM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>

Subject: Pensacola Energy - Aesthetic Review - 1515 E. Heinberg St. Demolition

#### \*\*WARNING: This is an external email --- DO NOT CLICK links or attachments from unknown senders \*\*

Good Morning All,

Please review and comment on the attached request before the Planning Board for demolition of two small buildings which are located in the Gateway Review District at 1515 E. Heinberg St. Please provide comments *by close of business on Wednesday April 15, 2020*.

Thank you!

## Cynthia Cannon, AICP

Assistant Planning Director Visit us at <u>http://cityofpensacola.com</u> 222 W Main St.



Memorandum

<b>File #:</b> 20-00191	Planning Board	5/12/2020	
то:	Planning Board Members		
FROM: Cynthia Cannon, AICP, Assistant Planning Director			
DATE:	5/5/2020		

## SUBJECT:

Final Plat Approval - 117 East La Rua Street - Cort de La Rua

## BACKGROUND:

Clint Geci, Geci & Associates Engineering Inc., is requesting final plat approval for Cort de La Rua Subdivision located at 117 E. La Rua Street between N. Guillemard St. and N. Tarragona St.

The proposed preliminary site plan consists of five (5) lots all with 60' widths that meet the requirements of the C-3 zoning district and the CRA Urban Overlay District. The proposed development will include four (4) townhome lots and one common parcel.

- Per Sec. 12-2-76: Subdivision of 5 or more lots constitutes a major subdivision
- Setback requirements: 8" front, 5' side, 25' rear
- Building height max: 45'
- Lot coverage: 75% max
- There are no wetland areas, protected trees or heritage trees on the property

The combined preliminary/final plat has been routed through the various City departments and utility providers. The comments received to date have been provided within your packet.



18



March 12<sup>th</sup>, 2020

"Hand Delivered"

Ms. Cynthia Cannon Planning Department City of Pensacola 222 W Main Street Pensacola, Florida 32502

RE: Corte de La Rua Final Plat Review G&A Reference No. 32501

Dear Cynthia:

On behalf of aDoor Development LLC, we are submitting Corte de La Rua Final Plat for review. With this letter, please find the following items:

- 1. Eleven (11) copies of the Final Plat
- 2. One (1) copy of the Boundary & Topo Survey
- 3. One (1) copy of the Title Insurance Policy
- 4. One (1) check in the amount of \$750
- 5. One (1) CD containing all information listed above

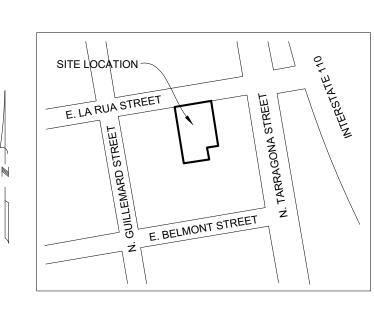
If you need any additional information, please feel free to give us a call.

Sincerely,

GECI AND ASSOCIATES ENGINEERS, INC.

Clint Geci, PE Vice President

Cc: Ms. Leslie Statler Mr. Austin Tenpenny Ms. Kacee Bidnick



VICINITY MAP NOT TO SCALE

## SURVEYORS NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83/2011).
- 2. ALL GEOGRAPHIC COORDINATES (LATITUDES AND LONGITUDES) REFERENCED HEREON ARE REFERENCED TO NAD 83 (2011) DATUM. THE ELEVATIONS AS SHOWN HEREON ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988, ESTABLISHED BY RTK GPS SYSTEMS BASED ON NATIONAL GEODETIC SURVEY CONTROL MONUMENT "872 9840 BASIC" (BG1730), HAVING A PUBLISHED ELEVATION OF 12.29', TOGETHER WITH FLORIDA DOT REAL TIME VRS NETWORK. ELEVATIONS INDICATED IN STATE PLANE COORDINATES TABLE PER GPS OBSERVATIONS.
- THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
- 4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINDERS OR OTHER INSTRUMENTS OF RECORD BY THIS FIRM. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE REPORT PREPARED BY WESTCOR LAND TITLE INSURANCE COMPANY, FILE NO: 19094-73733, EFFECTIVE DATE MAY 22, 2018 AT 4:16 P.M. STANDARD EXCEPTIONS 1 THROUGH 8.
- 5. SOURCES OF INFORMATION: BOUNDARY AND TOPOGRAPHIC SURVEY BY 360 SURVEYING SERVICES, INC., DATED MARCH, 2020, TAX MAPS OF ESCAMBIA COUNTY, AERIALS, MAP OF PENSACOLA BY THOMAS C. WATSON COPYRIGHT 1906, AND PUBLIC RECORDS.
- 6. THE SURVEY DATA SHOWN HEREON IS REFERENCED TO DEEDS OF RECORD AND TO EXISTING FIELD MONUMENTATION.
- 7. FIELD SURVEY PERFORMED ON MARCH 5, 2020.

## **GENERAL NOTES:**

- 1. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
- 2. THE SURVEYED PROPERTY IS LOCATED IN A "X" FLOOD ZONE, BASED ON FIRM MAP PANEL 12033C0390G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
- HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR AND CURRENT TITLE SEARCH MAY DISCLOSE.
- 4. ALL PLATTED UTILITY EASEMENTS AS SHOWN HEREON SHALL ALSO BE EASEMENTS TELEVISION SERVICES IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF SECTION 177.091 (28) FLORIDA STATUES.
- OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 6. TOTAL LOTS: 5 (4 TOWNHOME LOTS + ONE COMMON PARCEL).
- 7. THIS SITE IS IN THE CRA URBAN DESIGN OVERLAY AND SHALL CONFORM TO THE DEVELOPMENT STANDARDS WITHIN TABLE 12-2-25.5.
- PROPERTY

				STATE PLAN	E COORDINAT	ËS		
		HORIZO	NTAL DATUM: N	NORTH AMERICA	AN DATUM 83 (	2011) FLORIDA	A ZONE NOP	RTH
P.R.M.	Northing	Easting	Latitude	Longitude	Scale Factor	Convergence	Elevation	Source
GPS - 1	526152.0002'	1112892.1174'	N30° 25' 07.5246"	W87° 12' 52.9488"	0.99995803	-1° 21' 51.16"	26.12'	GPS Observation
GPS - 2	526169.3097'	1112986.6575'	N30° 25' 07.7160"	W87° 12' 51.8760"	0.99995803	-1° 21' 50.62"	27.18'	GPS Observation
GPS - 3	526005.0864'	1112917.6815'	N30° 25' 06.0744"	W87° 12' 52.6176"	0.99995800	-1° 21' 20.99"	25.99'	GPS Observation

TO CONVERT GROUND DISTANCE TO GRID DISTANCES MULTIPLY GROUND DISTANCE BY AVERAGE COMBINED SCALE FACTOR

#### SITE INFORMATION:

REFERENCE NUMBERS: 00-0S-00-9010-011-086

00-0S-00-9010-012-086 00-0S-00-9010-014-086 PROPERTY ADDRESS: 117, 119, 121 EAST LA RUA STREET PENSACOLA, FLORIDA 32501 0.311 ACRES MORE OR LESS

C-3 / FLU: C

SUBDIVISION AREA: ZONING DISTRICT:

LEGAL DESCRIPTION:

LOTS 12 AND 13, THE EAST 6 FEET OF LOT 11, AND THE WEST 30 FEET OF LOTS 14, 15, 16, AND 17 IN BLOCK 86 OF EAST KING TRACT, BELMONT NUMBERING, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF BLOCK 86 IN EAST KING TRACT, BELMONT NUMBERING, CITY OF PENSACOLA, ESCAMBIA COUNTY FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906; THENCE GO NORTH 80 DEGREES 26 MINUTES 37 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF EAST LA RUA STREET (50' RIGHT-OF-WAY) A DISTANCE OF 149.01 FEET FOR THE POINT OF BEGINNING; THENCE GO NORTH 80 DEGREES 13 MINUTES 55 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 96.11 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, GO SOUTH 09 DEGREES 49 MINUTES 18 SECONDS EAST A DISTANCE OF 120.51 FEET TO A POINT ON THE SOUTH LINE OF LOT 17 IN SAID BLOCK 86 OF EAST KING TRACT; THENCE GO SOUTH 80 DEGREES 14 MINUTES 42 SECONDS WEST A DISTANCE OF 30.04 FEET TO A POINT ON THE EAST LINE OF LOT 13 IN SAID BLOCK 86 OF EAST KING TRACT; THENCE GO SOUTH 09 DEGREES 31 MINUTES 54 SECONDS EAST ALONG SAID EAST LINE OF SAID LOT 13 A DISTANCE OF 29.73 FEET TO THE SOUTHEAST CORNER OF SAID LOT 13; THENCE GO SOUTH 80 DEGREES 18 MINUTES 44 SECONDS WEST ALONG THE SOUTH LINE OF LOT 13 AND ITS WESTERLY EXTENSION A DISTANCE OF 65.78 FEET TO A POINT ON THE SOUTH LINE OF LOT 11 IN SAID BLOCK 86 OF EAST KING TRACT; THENCE GO NORTH 09 DEGREES 52 MINUTES 16 SECONDS WEST A DISTANCE OF 150.14 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 0.311 ACRES, MORE OR LESS.

ALSO BEING THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 7903, AT PAGE 1799 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

## BUILDING SETBACK REQUIREMENTS:

FRONT SETBACK:	8 FEET
REAR SETBACK:	25 FEET
SIDE SETBACK:	AS NOTE

# FINAL PLAT OF CORTE DE LA RUA A 5 LOT TOWNHOME SUBDIVISION OF A PORTION OF EAST KING TRACT, SECTION 19, TOWNSHIP 2 SOUTH, RANGE 30 WEST, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA

LAND SURVEYOR

JOSHUA W. MILLER, P.S.M 360 SURVEYING SERVICES 1801 CREIGHTON ROAD PENSACOLA, FLORIDA 32504 (850) 857-4400

OWNER/DEVELOPER ADOOR DEVELOPMENT, LLC

MARCH 2020

5041 BAYOU BOULEVARD, SUITE 302 PENSACOLA, FLORIDA 32503 (850) 791-6825

ENGINEER

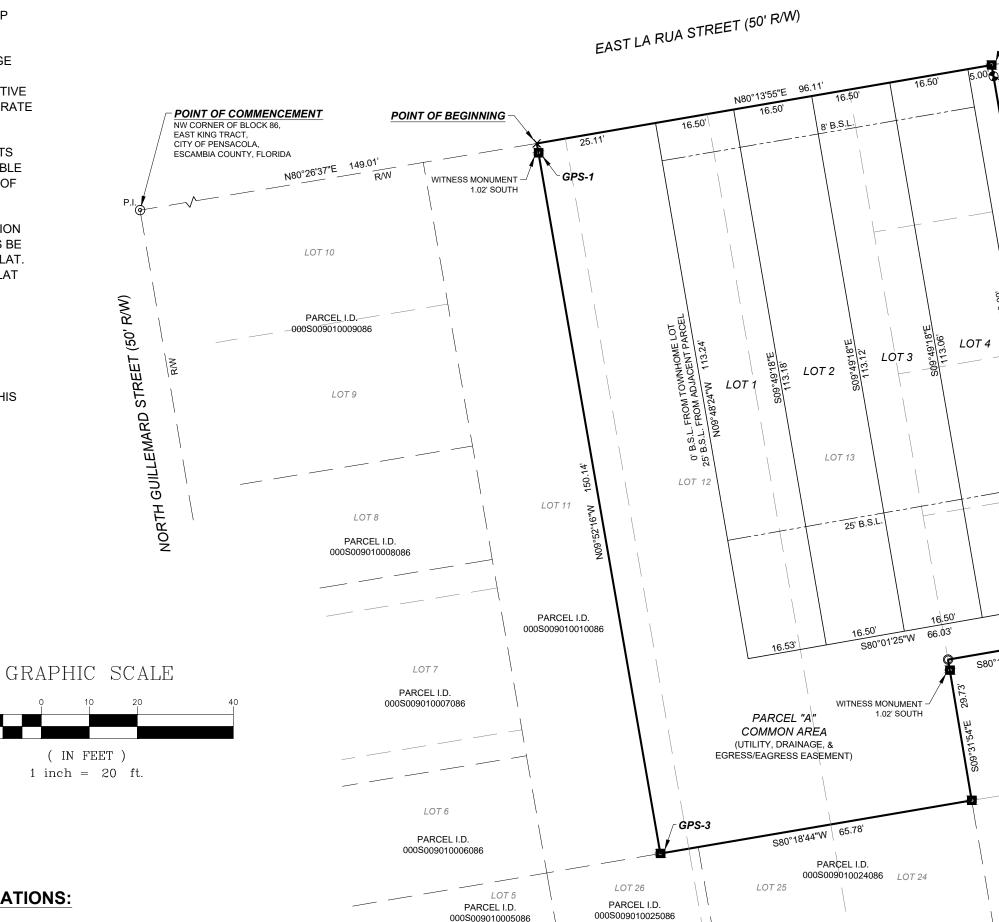
CLINT GECI, P.E. GECI & ASSOCIATES ENGINEERS, INC. 2950 N. 12TH AVE PENSACOLA, FLORIDA 32503 (877) 432-2929

3. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE

FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE

5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION

8. THERE ARE NO WETLAND AREAS, PROTECTED TREES, OR HERITAGE TREES ON THIS



## LEGEND AND ABBREVIATIONS:

R/W	RIGHT OF WAY
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988
0.R.	OFFICIAL RECORDS
B.S.L.	BUILDING SETBACK LINE
P.I.	POINT OF INTERSECTION
L.B.	LICENSED BUSINESS
L.S.	LICENSED SURVEYOR
P.R.M.	PERMANENT REFERENCE MONUMENT
٠	FOUND 4"x4" CONCRETE MONUMENT L.B. #7919 (P.R.M.)
$\odot$	FOUND 1" HEX BOLT
Х	FOUND CROSS CUT IN CONCRETE
⊗	FOUND <sup>1</sup> / <sub>2</sub> " CAPPED IRON ROD L.B. #7073
0	FOUND 1" IRON PIPE
•	SET <sup>1</sup> / <sub>2</sub> " CAPPED IRON ROD L.B. #7612

## ENGINEER'S CERTIFICATE

I, CLINT GECI, P.E., HEREBY CERTIFY THAT I AM THE ENGINEER OF RECORD FOR ROCK RIDGE. ALL PROPOSED ROADWAYS, DRAINAGE AND OTHER IMPROVEMENTS ARE DESIGNED TO COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL DEVELOPMENT REQUIREMENTS.

CLINT GECI, P.E. PROFESSIONAL ENGINEER #73924 STATE OF FLORIDA

SEAL

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION: THAT THIS PLAT COMPLIES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTION 17.011 - 177.151, FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME; THAT THE BOUNDARY INFORMATION ON THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS / STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO CHAPTER 5J-17.050, 5J-17.051, AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE AND SECTION 472.027 FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME; THAT PERMANENT REFERENCE MONUMENTS, AND PERMANENT CONTROL POINTS, HAVE BEEN PLACED AS REQUIRED BY THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA; AND THAT SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON.

SIGNED THIS \_\_\_\_ \_\_ DAY OF \_\_\_\_\_

JOSHUA W. MILLER PROFESSIONAL SURVEYOR AND MAPPER #7238 STATE OF FLORIDA

360 SURVEYING SERVICES, INC. 1801 CREIGHTON ROAD PENSACOLA, FLORIDA 32504 LICENSED BUSINESS #7612.

SEAL



I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTION 177.011 THROUGH 177.151 OF THE FLORIDA LEGISLATURE) AS AMENDED FROM TIME TO TIME AND THE SAME WAS FILED FOR RECORD ON THE \_\_\_\_\_ DAY OF , 2020, AND FILED IN PLAT BOOK AT PAGES \_\_\_\_\_\_ OF SAID COUNTY.

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

SFAI

#### **CERTIFICATE OF APPROVAL**

COMMISSIONERS OF ESCAMBIA COUNTY,

STATE OF FLORIDA I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THE THE WITHIN PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE DAY OF , 2020 WAS APPROVED FOR FILING BY THE SAID BOARD AND I, CLERK OF THE CIRCUIT COURT WAS INSTRUCTED TO SO CERTIFY HEREON.

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

GPS-2

- WITNESS CORNER

LOT 14

PARCEL I.D. 000S009010013086

LOT 15

LOT 16

PARCEL I.D.

000S009010016086

LOT 17

MONUMEN

LOT 18

PARCEL I.D.

000\$009010021086

LOT 19

1.10' NORTH

16.50

1.00' SOUTH

SEAL

## **CERTIFICATE OF PLAT REVIEW**

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING BY THE OFFICE OF THE COUNTY SURVEYOR OF ESCAMBIA COUNTY, FLORIDA ON THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

DAVID GLAZE, P.S.M., CITY OF PENSACOLA SURVEYOR SEAL PROFESSIONAL SURVEYOR AND MAPPER FLORIDA CERTIFICATE NO. 5605

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT ADOOR DEVELOPMENT, LLC, A FLORIDA CORPORATION, AS OWNER AND DEVELOPER OF THE LAND DESCRIBED HEREIN, AND PLATTED HEREON AS CORTE DE LA RUA ("THE LAND") HEREBY DEDICATES TO THE CORTE DE LA RUA HOME OWNERS ASSOCIATION: PARCEL "A": AND REQUEST THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

WITNESS

PRINTED NAME

A FLORIDA CORPORATION

ADOOR DEVELOPMENT, LLC.

BY: JUSTIN G. WITKIN ITS: MANAGER

PRINTED NAME

WITNESS

## ACKNOWLEDGEMENT

#### COUNTY OF ESCAMBIA

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF \_, 2020, BY \_ \_ OF ADOOR DEVELOPMENT, LLC., A FLORIDA CORPORATION, PERSONALLY KNOWN TO ME OR PRESENTED A VALID

NOTARY PUBLIC STATE OF FLORIDA MY COMMISSION EXPIRES:

#### **CERTIFICATE OF ATTORNEY**

DRIVERS LICENSE AS IDENTIFICATION.

I, DAVID B. TAYLOR, III, AS A MEMBER OF THE FLORIDA BAR AND ON BEHALF OF THE OWNER, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER FORM AND TO MEET THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE CITY OF PENSACOLA LAND DEVELOPMENT CODE, CHAPTER 12, ARTICLE 8.

SEAL

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ , 2019.

DAVID B. TAYLOR, III 501 COMMENDENCIA STREET PENSACOLA, FLORIDA 32502

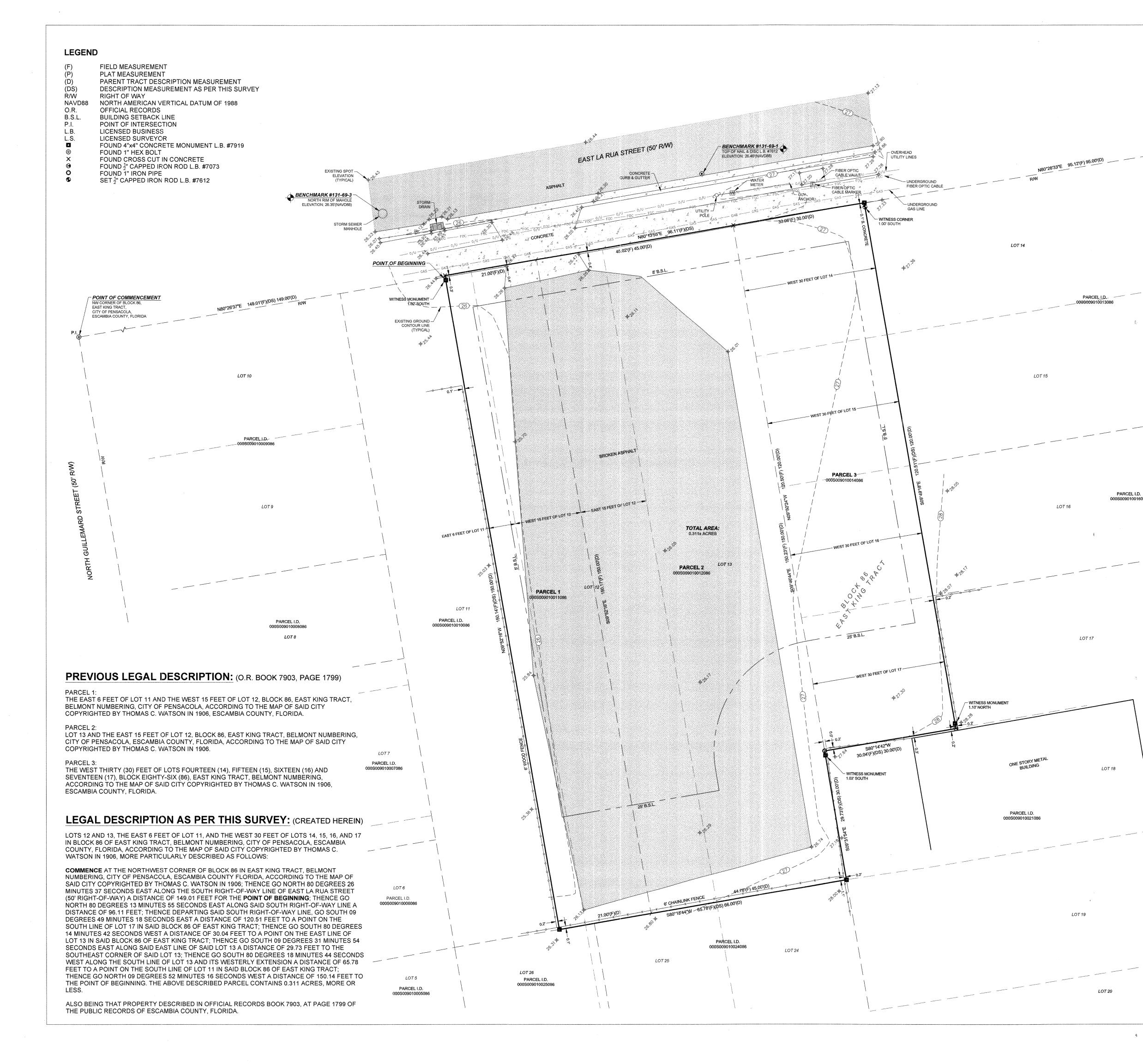
# SHEET 1 OF 1

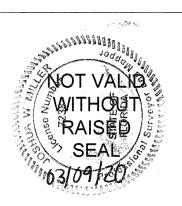


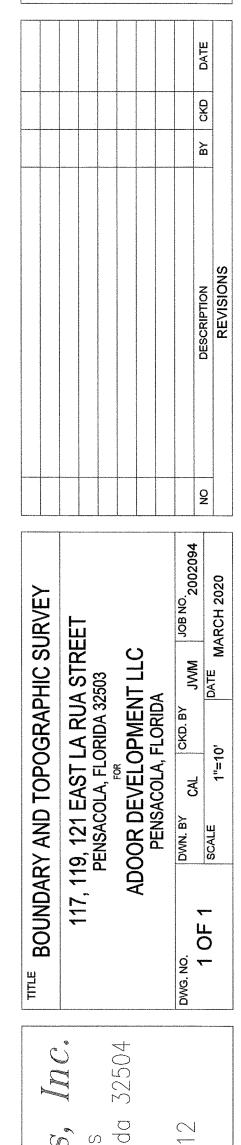
**COVENANTS & RESTRICTIONS RECORDED IN OFFICIAL** , PAGE RECORDS BOOK

PLAT BOOK

PAGE







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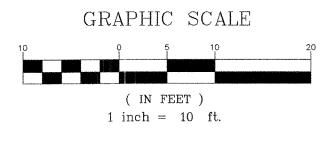
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## NOTES:

- 1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 3-5-2019
- 2. THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
- ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- 4. THE SURVEYOR HAS MADE NO SEARCH TO DETERMINE THE CURRENT BUILDING SET BACK REQUIREMENTS FOR THE SUBJECT PROPERTY BEYOND THE CURRENT SUBDIVISION PLAT OF RECORD, CONTACT THE LOCAL CITY/COUNTY LAND DEVELOPMENT CODE OFFICIAL FOR THE APPROPRIATE BUILDING SET BACK DISTANCES.
- 5. STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR IN PART, OR TO BE USED FOR ANY OTHER FINANCIAL TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT THE PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
- BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83/2011).
- 7. FENCE LINES ARE EXAGGERATED FOR CLARITY.
- 8. ENCROACHMENTS ARE AS SHOWN.
- 9. THE ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) BASED ON BENCHMARK 872 9840 BASIC (PID BG1730) HAVING A PUBLISHED ELEVATION OF 12.29 FEET.
- 10. THE PARCEL SHOWN HEREON IS A NEW PARCEL CREATED AT THE REQUEST OF THE CLIENT.



THE SURVEY SHOWN HEREON IS TRUE AND CORRECT AND IN COMPLIANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

03/09/20

JOSHUAW. MILLER P.L.S. FLORIDA REGISTRATION NO. 7238



## **OWNER'S POLICY OF TITLE INSURANCE** (with Florida Modifications)

#### **ISSUED BY**

## WESTCOR LAND TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

#### **COVERED RISKS**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Westcor Land Title Insurance Company, a South Carolina corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.

2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from

(a) A defect in the Title caused by

WESTCOR

AND TITLE INSURANCE COMPAN

- (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
- (ii) failure of any person or Entity to have authorized a transfer or conveyance;
- (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
- (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
- (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
- (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
- (vii) a defective judicial or administrative proceeding.
- (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
- (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

3. Unmarketable Title.

#### COVERED RISKS CONTINUED ON NEXT PAGE

In Witness Whereof, WESTCOR LAND TITLE INSURANCE COMPANY, has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company. WESTCOR LAND TITLE INSURANCE COMPANY

Issued By: FL1323 \* 19094-73733

Beggs & Lane, RLLP

501 Commendencia Street Pensacola, FL 32502

By: Attest:

Vary O'Vannem

- 4. No right of access to and from the Land.
- 5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

- 6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
- 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
- 9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation

(including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

- (i) the occupancy, use, or enjoyment of the Land;
- (ii) the character, dimensions, or location of any improvement erected on the Land;
- (iii) the subdivision of land; or
- (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters

- (a) created, suffered, assumed, or agreed to by the Insured Claimant;
- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy; or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

#### **1. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both whollyowned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized bylaw.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and

without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring delivery of marketable title.

#### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

#### 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

#### 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any

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#### **CONDITIONS - CONTINUED**

other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

#### 6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

#### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay

or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
  - (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
  - (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### 9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

## **10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

#### **11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

#### **12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

## **13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

#### **14. ARBITRATION**

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

## **15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not
  (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

#### **16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

#### 17. CHOICE OF LAW; FORUM

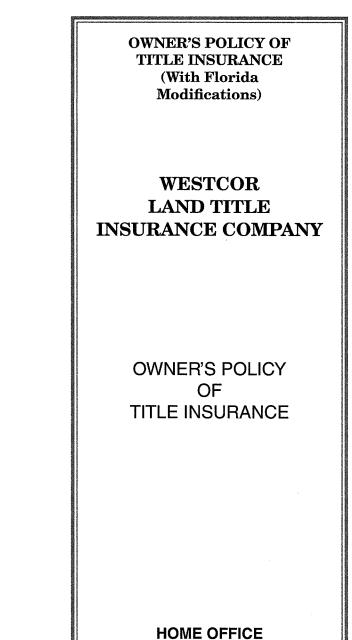
(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

#### **18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 875 Concourse Parkway South, Suite 200, Maitland, FL 32751.



875 Concourse Parkway South, Suite 200 Maitland, FL 32751 Telephone: (407) 629-5842

## WESTCOR LAND TITLE INSURANCE COMPANY ALTA 6-17-06 OWNER'S POLICY (With Florida Modifications)

## SCHEDULE A

Name and Address of Title Insurance Company: Westcor Land Title Insurance Company, 875 Concourse Parkway South, Suite 200, Maitland, Florida 32751, Phone No.: (407) 629-5842.

State: Florida

County: Escambia

Address Reference: 117, 119 and 121 E. La Rua Street, Pensacola, Florida 32501

File Number:	Policy Number:	Date of Policy:	Premium:	Amount of Insurance:
19094-73733	OP-25-1323-6598999	May 22, 2018 at 04:16 PM	\$1,005.00	\$235,000.00

#### 1. Name of Insured:

Adoor Development, LLC a Florida limited liability company

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Warranty Deed dated May 22, 2018 and executed by A Bayou Chiropractic Center, P.A, a Florida corporation, to Adoor Development, LLC, a Florida limited liability company, as recorded on May 22, 2018 in Official Records Book 7903, Page 1799, of the Public Records of Escambia County, Florida.

4. The Land referred to in this policy is described as follows:

#### PARCEL 1:

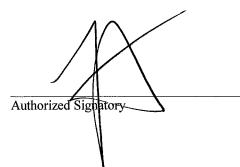
The East 6 feet of Lot 11 and the West 15 feet of Lot 12, Block 86, East King Tract, Belmont Numbering, City of Pensacola, according to the map of said city copyrighted by Thomas C. Watson in 1906, Escambia County, Florida.

#### PARCEL 2:

Lot 13 and the East 15 feet of Lot 12, Block 86, East King Tract, Belmont Numbering, City of Pensacola, Escambia County, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906.

#### PARCEL 3:

The West Thirty (30) feet of Lots Fourteen (14), Fifteen (15), Sixteen (16) and Seventeen (17), Block Eighty-Six (86), East King Tract, Belmont Numbering, according to the map of said city copyrighted by Thomas C. Watson in 1906, Escambia County, Florida.



Issued By: FL1323 \* 19094-73733 Beggs & Lane, RLLP 501 Commendencia Street Pensacola, FL 32502

Note: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

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## WESTCOR LAND TITLE INSURANCE COMPANY ALTA 6-17-06 OWNER'S POLICY (With Florida Modifications)

## SCHEDULE B

File #: 19094-73733

Policy #: OP-25-1323-6598999

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

Exceptions:

- 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 2. Rights or claims of parties in possession not shown by the Public Records.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoined land.
- 4. Easements or claims of easements not shown by the Public Records.
- 5. Taxes or special assessments which are not shown as existing liens by the public records.
- 6. Taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable.
- 7. Existing unrecorded leases and all right thereunder of the lessees and of any person claiming by, through or under lessees.
- 8. Any and all matters which would be disclosed by an accurate survey of the property.

\*The following items, as listed above, are hereby deleted: 1, 2 and 4.



Memorandum

File #: 20-00188	Planning Board	5/12/2020
то:	Planning Board Members	
FROM:	Cynthia Cannon, AICP, Assistant Planning Director	
DATE:	5/5/2020	
SUBJECT:		

Request for License to Use Right-of-Way - 1 South Jefferson Street

## BACKGROUND:

The Downtown Improvement Board is requesting approval for a License to Use for a Puppy Pit Stop at the corner of Jefferson and Romano Streets. The request includes a raised planting bed and a small portion of a concrete seat wall.

This request has been routed through the various City departments and utility providers and those comments are attached for your review.

Review Routing Project: LTU Puppy Pit Stop

Department:	Comments:
FIRE	No objections.
PW/E	No objections.
InspSvcs	No objections.
ESP	Pensacola Energy has a gas main within the R/W described in this LTU request. We would need to know more about the project and the potential impact in maintaining our gas line.
ECUA	Project will need to submit to ECUA Engineering for review and permitting of water and/or sewer. Please see the ECUA Engineering Manual - Procedures 2 and 3 for information regarding submittal and review processes (https://ecua.fl.gov/work-with- us/engineering-manuals-contacts).
GPW	No comments.
ATT	Please review the attached AT&T markups. AT&T does have facilities within the project scope. The markups are only approximate and the contractor would have to have our facilities located to determine if there is a conflict. Please contact me with any questions.

From: Sent: To: Subject: Annie Bloxson Tuesday, March 24, 2020 1:14 PM Cynthia Cannon RE: LTU Request - 1 South Jefferson Street

Good Afternoon,

I do not oppose the LTU request for the puppy pit at 1 S. Jefferson Street.

Respectfully,

Annie Bloxson Fire Marshal Visit us at <u>PensacolaFire.com</u> 475 E. Strong St. Pensacola, FL 32501 Office: 850.436.5200 abloxson@cityofpensacola.com



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

From: Cynthia Cannon < CCannon@cityofpensacola.com>

Sent: Tuesday, March 17, 2020 12:41 PM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>

From:	Diane Moore
Sent:	Tuesday, March 24, 2020 3:48 PM
То:	Cynthia Cannon
Subject:	RE: LTU Request - 1 South Jefferson Street

Cynthia,

Pensacola Energy has a gas main within the R/W described in this LTU request. We would need to know more about the project and the potential impact in maintaining our gas line.

Thanks, Diane

Diane Moore | Gas Distribution Engineer Pensacola Energy | 1625 Atwood Drive, Pensacola, Fl 32514 Desk: 850-474-5319 | Cell: 850-324-8004 | Fax: 850-474-5331 Email: <u>dmoore@cityofpensacola.com</u>

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



For Non-Emergency Citizen Requests, Dial 311 or visit Pensacola311.com

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

#### From: Cynthia Cannon <CCannon@cityofpensacola.com>

#### Sent: Tuesday, March 17, 2020 12:41 PM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>

Cc: Paul A Kelly(GIS) <PAKelly@cityofpensacola.com> Subject: LTU Request - 1 South Jefferson Street

Good Afternoon All,

From:	Andre Calaminus <andre.calaminus@ecua.fl.gov></andre.calaminus@ecua.fl.gov>
Sent:	Thursday, March 19, 2020 8:15 AM
То:	Cynthia Cannon
Subject:	RE: LTU Request - 1 South Jefferson Street

Good morning Cynthia,

Project will need to submit to ECUA Engineering for review and permitting of water and/or sewer. Please see the ECUA Engineering Manual - Procedures 2 and 3 for information regarding submittal and review processes (<u>https://ecua.fl.gov/work-with-us/engineering-manuals-contacts</u>).

Thank you,

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

#### From: Cynthia Cannon <CCannon@cityofpensacola.com>

Sent: Tuesday, March 17, 2020 12:41 PM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus <andre.calaminus@ecua.fl.gov>; Annie Bloxson
<ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote
<bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin
<CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens
<DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay
<HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T)
<KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Statler
<LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS)
<PAKelly@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T)
<sk1674@att.com>
Cc: Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>

Subject: LTU Request - 1 South Jefferson Street

\*\*WARNING: This is an external email --- DO NOT CLICK links or attachments from unknown senders \*\*

Good Afternoon All,

Please review and comment on the attached request before the Planning Board for a License to Use application for a Puppy Pit Stop at 1 S. Jefferson Street. Please provide comments *by close of business on Friday March 27, 2020*.

Thank you!

## Cynthia Cannon, AICP

Assistant Planning Director Visit us at <u>http://cityofpensacola.com</u> 222 W Main St.

From:Simmons, Kellie <Kellie.Simmons@nexteraenergy.com>Sent:Monday, April 13, 2020 11:49 AMTo:Cynthia CannonCc:Gobert, HarolynSubject:[EXTERNAL] RE: LTU Request - 1 South Jefferson Street

#### THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Engineering replied that we have no objections.

Thank you,



From: Cynthia Cannon <CCannon@cityofpensacola.com>
Sent: Thursday, April 9, 2020 12:50 PM
To: Simmons, Kellie <Kellie.Simmons@nexteraenergy.com>
Cc: Elsie Zhang <ezhang@jerrypate.com>
Subject: FW: LTU Request - 1 South Jefferson Street

Caution - External Email (ccannon@cityofpensacola.com)

Report This Email Tips

Kellie,

I don't recall getting a reply from you on this project. My apologies if you've already commented and somehow I missed them!

Thank you,

## Cynthia Cannon, AICP

Assistant Planning Director Visit us at <u>http://cityofpensacola.com</u> 222 W Main St. Pensacola, FL 32502 Office: 850.435-1670 <u>ccannon@cityofpensacola.com</u>

From:	ST PIERRE, ROB A <rs634y@att.com></rs634y@att.com>
Sent:	Tuesday, March 17, 2020 3:06 PM
То:	Cynthia Cannon
Subject:	RE: LTU Request - 1 South Jefferson Street
Attachments:	AT&T MARKUPS_LTU APPLICATION_Puppy Pit_Complete.pdf

Cynthia,

Please review the attached AT&T markups. AT&T does have facilities within the project scope. The markups are only approximate and

the contractor would have to have our facilities located to determine if there is a conflict. Please contact me with any questions. I am

currently working remotely and can be reached at 850-501-9161.

Thanks,

Rob St. Pierre Manager, OSP Plng & Eng Technology Operations

AT&T 605 W Garden St. Pensacola, FL 32502 o 850.436.1701 | <u>rs634y@att.com</u>

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#### Sent: Tuesday, March 17, 2020 12:41 PM

To: Amy Hargett <<u>ahargett@cityofpensacola.com</u>>; Andre Calaminus (ECUA) <<u>andre.calaminus@ecua.fl.gov</u>>; Annie Bloxson <<u>ABloxson@cityofpensacola.com</u>>; Bill Kimball <<u>bkimball@cityofpensacola.com</u>>; Brad Hinote <<u>bradhinote@cityofpensacola.com</u>>; Brian Cooper <<u>bcooper@cityofpensacola.com</u>>; Chris Mauldin <<u>CMauldin@cityofpensacola.com</u>>; Cynthia Cannon <<u>CCannon@cityofpensacola.com</u>>; Derrik Owens <<u>DOwens@cityofpensacola.com</u>>; Diane Moore <<u>DMoore@cityofpensacola.com</u>>; Heather Lindsay <<u>HLindsay@cityofpensacola.com</u>>; Jonathan Bilby <JBilby@cityofpensacola.com>; FENNER, KARL L <<u>kf5345@att.com</u>>; Kellie L. Simmons (Gulf Power) <<u>kellie.simmons@nexteraenergy.com</u>>; Leslie Statler <<u>LStatler@cityofpensacola.com</u>>; Robbie Weekley <<u>rweekley@cityofpensacola.com</u>>; Ryan J. Novota <<u>RNovota@cityofpensacola.com</u>>; Sherry Morris <<u>SMorris@cityofpensacola.com</u>>; KENNINGTON, STEPHEN <<u>sk1674@att.com</u>> Cc: Paul A Kelly(GIS) <<u>PAKelly@cityofpensacola.com</u>> Subject: LTU Request - 1 South Jefferson Street

Good Afternoon All,

Please review and comment on the attached request before the Planning Board for a License to Use application for a Puppy Pit Stop at 1 S. Jefferson Street. Please provide comments *by close of business on Friday March 27, 2020*.

From:	Elsie Zhang <ezhang@jerrypate.com></ezhang@jerrypate.com>
Sent:	Wednesday, March 18, 2020 1:19 PM
То:	ST PIERRE, ROB A; Cynthia Cannon
Cc:	Lissa Dees
Subject:	RE: LTU Request - 1 South Jefferson Street

Thank you Rob. I appreciate your help.

Cynthia, we will field locate the AT&T conduit and sleeve it in concrete footer if there is a conflict. Do we need to add the note on the plan and resubmit it to you? Or do we wait until we receive other comments?

Thank you,

## Elsie Zhang, RLA

Landscape Architect / Design Associate



301 Schubert Drive | Pensacola, FL 32504 Office: 850-479-4653 Ext. 1230 Fax: 850-472-0381 www.jerrypatedesign.com

From: ST PIERRE, ROB A <RS634Y@att.com> Sent: Wednesday, March 18, 2020 11:29 AM To: Elsie Zhang <ezhang@jerrypate.com> Subject: RE: LTU Request - 1 South Jefferson Street

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Elsie,

Yes, if there is a conflict protecting it with a concrete footer is fine.

Thanks,

Rob St. Pierre Manager, OSP Plng & Eng Technology Operations

#### AT&T 605 W Garden St. Pensacola, FL 32502 o 850.436.1701 | rs634y@att.com

This e-mail and any files transmitted with it are AT&T property, are confidential, and are intended solely for use by the individual or entity to whom this email is addressed. If you are not one of the named recipient(s) or otherwise have reason to believe that you have received this message in error, please notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

From: Elsie Zhang <<u>ezhang@jerrypate.com</u>> Sent: Wednesday, March 18, 2020 11:24 AM To: ST PIERRE, ROB A <<u>RS634Y@att.com</u>> Cc: Lissa Dees <<u>LissaD@downtownpensacola.com</u>> Subject: RE: LTU Request - 1 South Jefferson Street

Good morning Rob, this is Elsie Zhang with Jerry Pate Design. I just received the markup from AT&T with potential conduit conflict.

It seems most of the area where the conduit runs is only going to be painted on the existing concrete. The only possible conflict area is around the proposed circular concrete bench area. Do you think field locating the conduit and sleeving it in concrete footer if there is a conflict will be ideal for AT&T?

Please let us know your thoughts and we will add the notes on the plan document accordingly.

Thank you Rob,

#### Elsie Zhang, RLA

Landscape Architect / Design Associate



301 Schubert Drive | Pensacola, FL 32504 Office: 850-479-4653 Ext. 1230 Fax: 850-472-0381 www.jerrypatedesign.com

From: Steve Dana <<u>SDana@jerrypate.com</u>> Sent: Wednesday, March 18, 2020 11:11 AM To: Elsie Zhang <<u>ezhang@jerrypate.com</u>> Subject: Re: LTU Request - 1 South Jefferson Street I don't see ATT comments. Do you have them? I would think we could sleeve through the footer of the circular bench if a conflict. Maybe all we need now is a note on the plan. Please call Rob St Pierre at ATT to work through it. Thanks.

Sent from my iPhone

On Mar 18, 2020, at 10:58 AM, Elsie Zhang < ezhang@jerrypate.com > wrote:

Steve, we probably need the contactor to field locate the ATT conduits to see if there is conflict around the circular concrete bench area. Not sure how deep the conduit is located. Do you have an idea? Do we need to add a note on our plans and resubmit it to the city?

Elsie Zhang, RLA Landscape Architect / Design Associate

<image001.png>

301 Schubert Drive | Pensacola, FL 32504 Office: 850-479-4653 Ext. 1230 Fax: 850-472-0381 www.jerrypatedesign.com

From: Lissa Dees <<u>LissaD@downtownpensacola.com</u>> Sent: Wednesday, March 18, 2020 10:40 AM To: Elsie Zhang <<u>ezhang@jerrypate.com</u>>; Steve Dana <<u>SDana@jerrypate.com</u>> Subject: FW: LTU Request - 1 South Jefferson Street

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please see the attached concerns from AT&T

Lissa Dees Executive Director <image002.png> <image003.jpg> <image004.jpg>

Pensacola Downtown Improvement Board 226 South Palafox Street, Suite 106 Pensacola, FL 32502 **Phone** 850.434.5371 <u>Take This Quick Survey to Let Us Know How We're Doing!</u> From: Cynthia Cannon <<u>CCannon@cityofpensacola.com</u>> Sent: Tuesday, March 17, 2020 3:21 PM To: Lissa Dees <<u>LissaD@downtownpensacola.com</u>> Subject: FW: LTU Request - 1 South Jefferson Street

Hi Lissa,

Please see the attached review comments from AT&T. I'm sure if your consultant worked directly with Rob they could easily address their concerns.

Hope all is well with you!

Thank you,

#### Cynthia Cannon, AICP

Assistant Planning Director Visit us at <u>http://cityofpensacola.com</u> 222 W Main St. Pensacola, FL 32502 Office: 850.435-1670 <u>ccannon@cityofpensacola.com</u>

<image005.png>

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

From: ST PIERRE, ROB A <<u>RS634Y@att.com</u>> Sent: Tuesday, March 17, 2020 3:06 PM To: Cynthia Cannon <<u>CCannon@cityofpensacola.com</u>> Subject: RE: LTU Request - 1 South Jefferson Street

Cynthia,

Please review the attached AT&T markups. AT&T does have facilities within the project scope. The markups are only approximate and the contractor would have to have our facilities located to determine if there is a conflict. Please contact me with any questions. I am currently working remotely and can be reached at 850-501-9161.

Thanks,

Rob St. Pierre Manager, OSP Plng & Eng Technology Operations

AT&T

License To Use City Right-Of-Way	License	To	Use	City	Right-	Of-Way	
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**Residential License To Use** 



Pensacola Neighborhood

				Challenge Grant			
Application Fee: \$500.00		Application Fee: (Minor) \$500.00	)	Application Fee: N/A			
Rehearing/Reschedulin	g Fee: \$100.00	(Major) \$1,000	.00				
Annual Fee: N/A		Rehearing/Rescheduling Fee: \$100.00					
Insurance Coverage: \$300,000,00		Annual Fee: (Minor) \$500.00					
		(Major) \$1,0	00.00				
		Insurance Coverage: \$1,000,000.	00				
Applicant:	Downtown Im	provement Board					
Applicant's Address:	Seville Tower,	226 S Palafox St #106	, Pensaco	la, FL 32502			
Email:	lissad@downt	ownpensacola.com	Phone:	850-434-5371			

**Commercial License To Use** 

I, the undersigned applicant, understand that submittal of this application does not entitle me to approval of this License to use. I have received a copy of the applicable regulations and understand that I must be present on the date of the Planning Board and City Council meetings. In the case of the Pensacola Neighborhood Challenge Grant applications, I understand that this application will be considered during the execution of the contract and does not require further review from the Planning Board or City Council. If applicable, I understand a City Right-of-Way permit must be acquired from the City Engineering Department prior to any work commencing within the right-of-way.

Date: 3-10-2020 Applicant's Signature: 1

\*\* If License Agreement is for business use or a Pensacola Neighborhood Challenge Grant application, please see the reverse side for additional information \*\*

Property Information

Property Owner:	City of Pensacol	a				Rho	one:	85(	)-434	-53	71	
Location Address:	1 S Jefferson St	reet, Pe	msaco	ola, F	<u>FL 32</u>	502					****	
Parcel ID #	<u>00-0S</u> -	0 0	<u>9</u>	0	0 1	0	0	2	2		8	
Purpose of Use of City	Right-Of-Way: DI	B is pr	coposi	ing a	Pupp	oy Pit	Sto	op a	t the	cor	ner (	of

Jefferson St & Romana St. A raised planting bed with type F curb is proposed in City

Right-Of-Way on Jefferson St along with paints on the existing asphalt. A small portion of a concrete seat wall will be in City-Right-Of-Way too. *Please attach a map indicating the actual dimensions of the requested license.* 

	For Office Use Only	
District:		Zoning:
Date Received:	Case Number:	Annual Fee:
Planning Board date:	Recommendation:	Amount of Insurance Coverage:
City Council date:	Council Action:	Agegalites ben enderformation on an advance of the second second second second second second second second second

Planning Services 222 W. Main Street \* Pensacola, Florida 32502 (850) 435-1670 Mail to: P.O. Box 12910 \* Pensacola, Florida 32521



# APPROXIMATE LOCATION OF RIGHT OF WAY

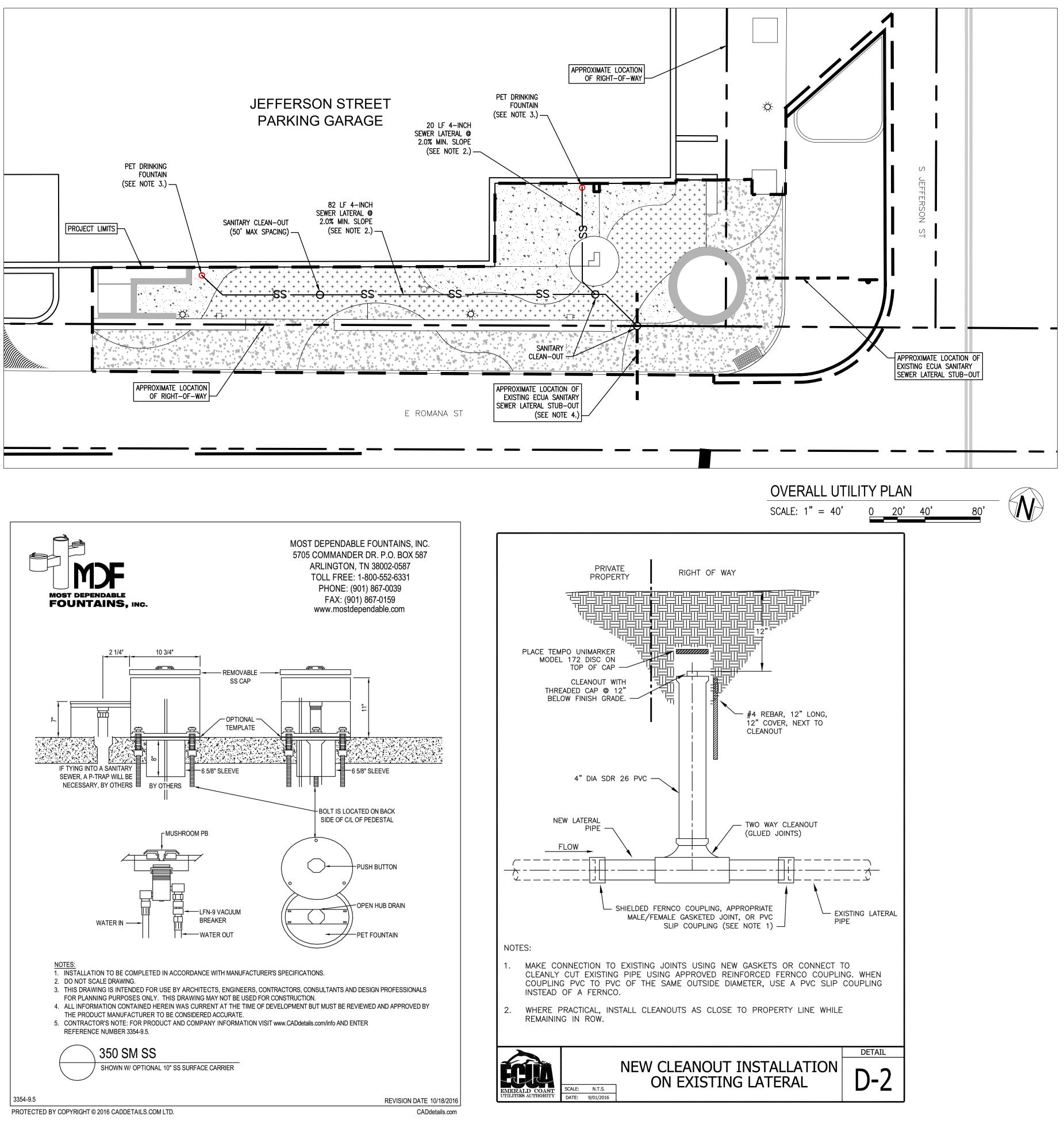
# REQUESTED LICENSE TO USE CITY RIGHT OF WAY

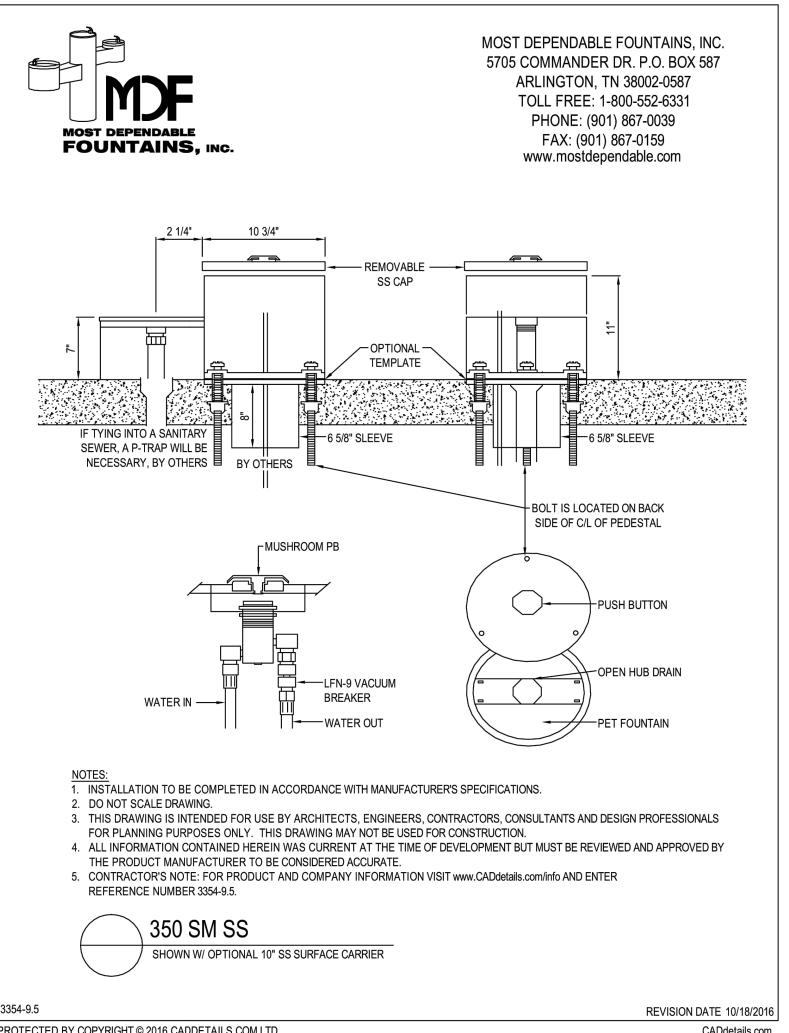
PROJECT SCOPE

ROMANA ST

( D

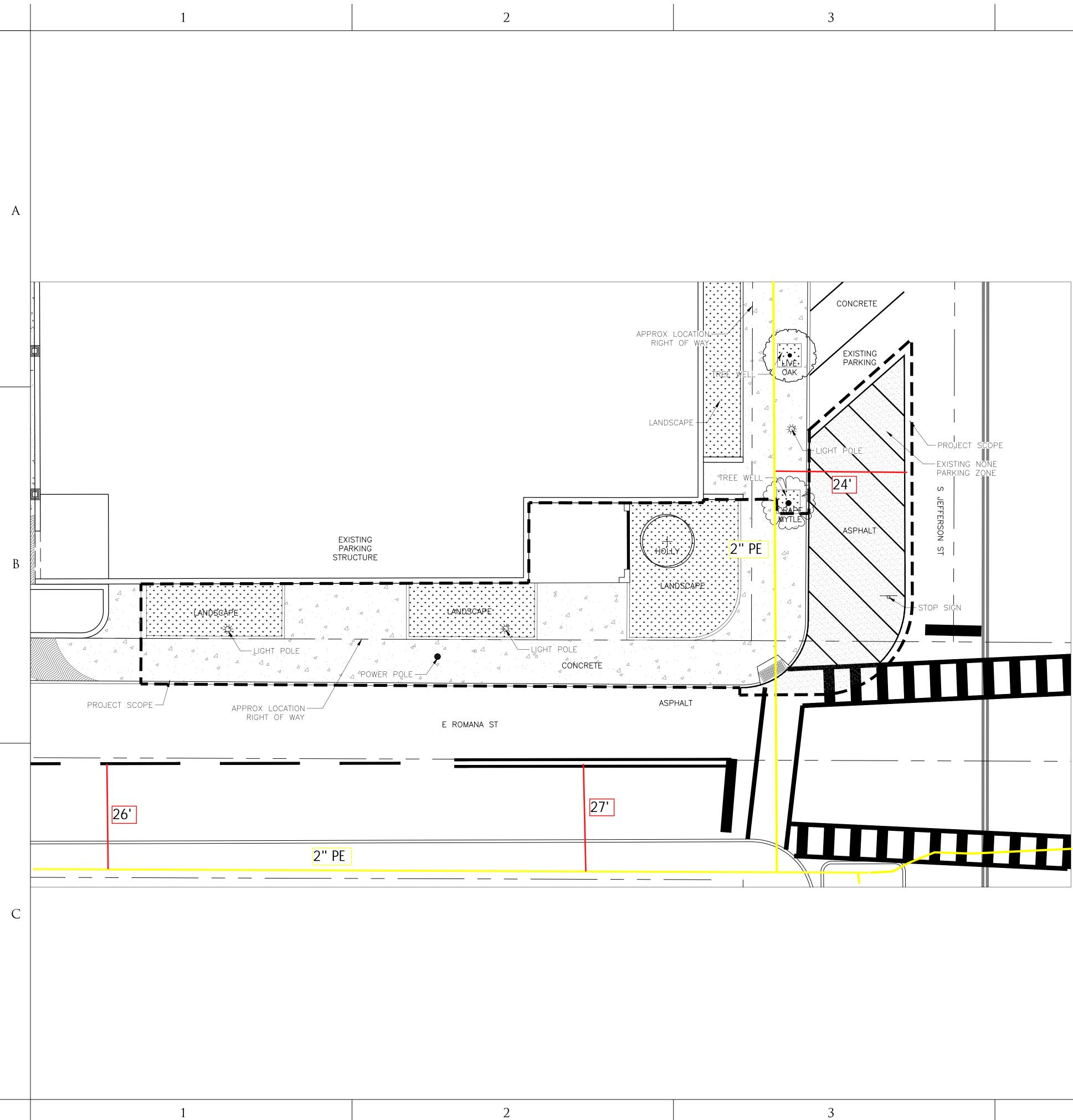


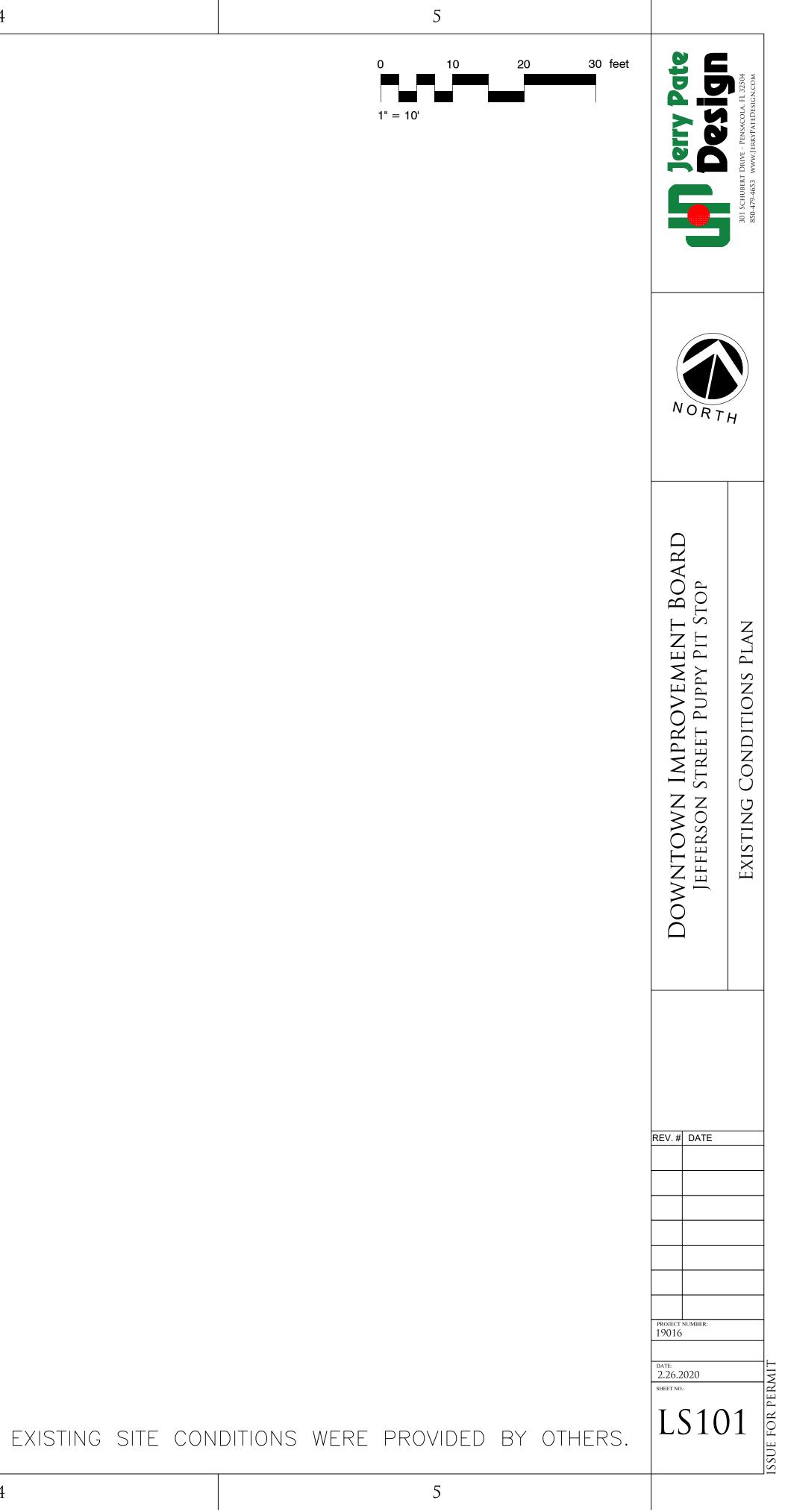


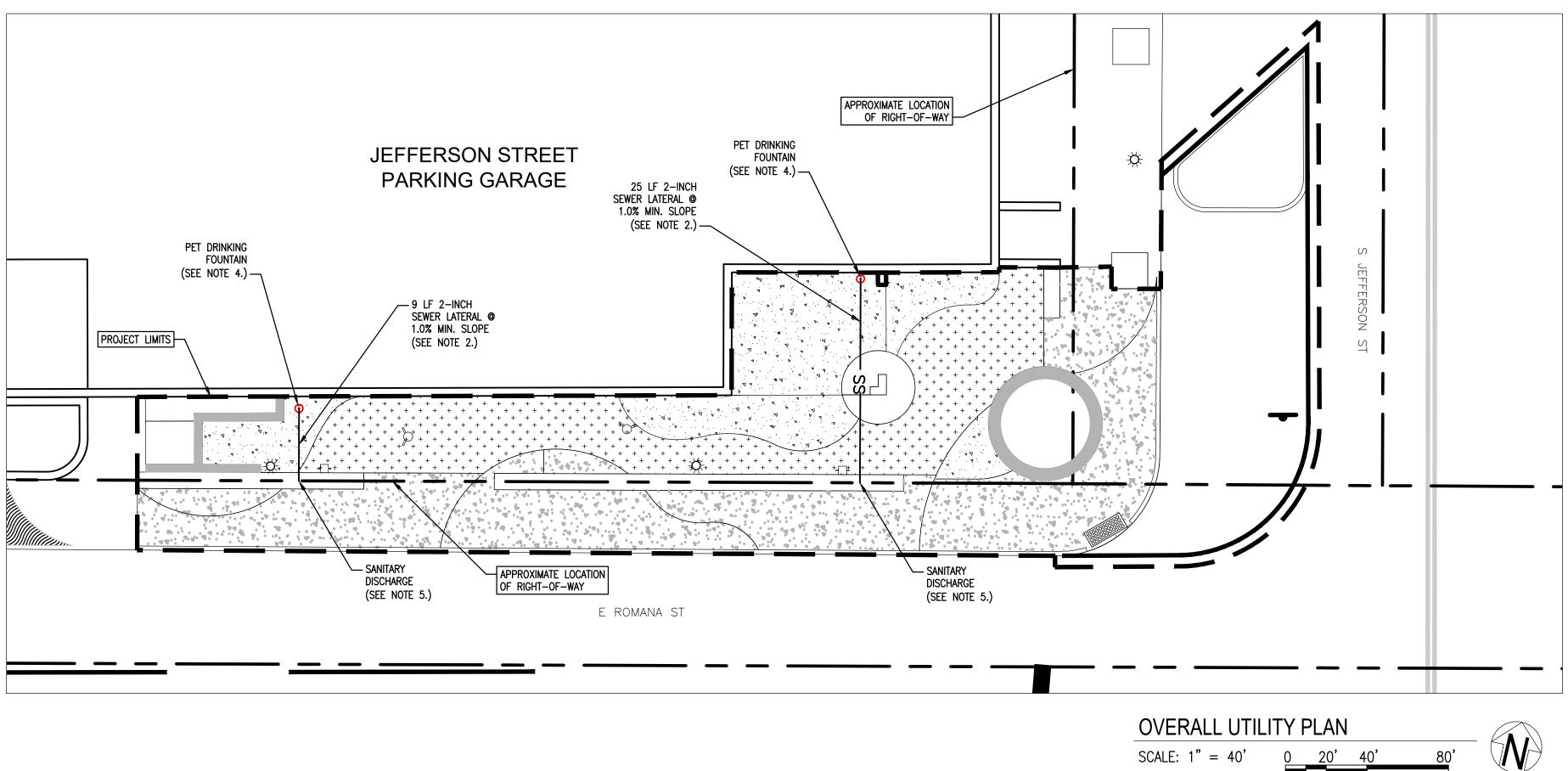


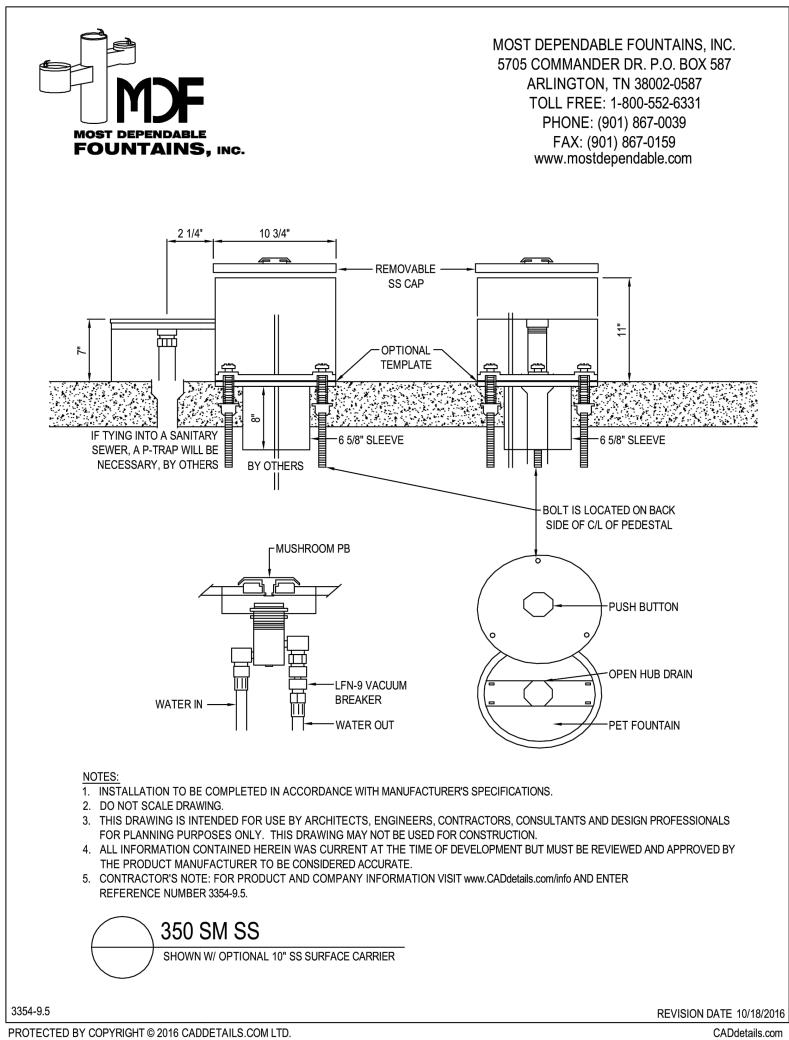


#### S . ENGINEERING, esign Services ġ # ECUA Engineering Manual Reference Note\* 32503 \*note shall be inserted in the upper right corner of title sheet ٩ \* applicable only to ECUA infrastructure to be constructed in public ROW or in utility easement; not to be of applied to private water/sewer facilities on private property (see Building Code) *n* ummit by cola, FL <sup>2</sup> `8941 `te ш CIVIL ivil De A. <u>ECUA Engineering Manual Incorporated by Reference</u> The ECUA Engineering Manual, dated December 18, 2014, along with Update # 1 850.262 FL Certi dated September 1, 2016 (hereinafter "Manual"), located at www.ecua.fl.gov, is S GULF Site/Ci 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 329 Pei 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 Plans, Contractor shall consult Engineer of Record for proper resolution. D B. Additional Documents (to be completed by the Engineer of Record) Does this Project have additional technical specifications or construction details that U supplement and/or supersede the Manual listed above? $\Box$ YES NO $\Box$ . If yes, $\mathbf{O}$ Contractor shall construct Project in accordance with said documents as listed and located below: Document Type Location Project Document Name Specifi-Detail Plans Manual\* cation Δ AR TREE STOP \*Project Manuals used only with ECUA CIP Projects C DOWNTOWN C. Engineer of Record Responsibilities The Engineers of Record (EORs) that have affixed their seals and signatures on these plans warrant their portions of the plans have been designed in accordance with the νF Manual (unless otherwise directed by the ECUA Project Engineer). The EORs shall be EFFERSON knowledgeable of the Manual's contents and shall assume responsibility for its use on this Project. R À M <u>LEGEND</u> EXISTING CONCRETE 4 4 7 7 NEW CONCRETE NEW ASTROTURF + + + + + NEW SANITARY SEWER LATERAL ž NOTES: 1. UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL VERIFY ALL EXISTING LOCATIONS PP PRIOR TO START OF DEMOLITION OR CONSTRUCTION. 2 2. NEW SANITARY SEWER LATERAL CONSTRUCTION AND PLACEMENT SHALL BE IN ACCORDANCE WITH ECUA ENGINEERING MANUAL (SEE ECUA REFERENCE NOTE FLOYD 2020 02 THIS SHEET). 00000 FEBRUARY 2 ய் 3. CONTRACTOR TO CONNECT PET DRINKING FOUNTAIN MGR: DRAIN TO 4-INCH SEWER LATERAL IN ACCORDANCE ÖN WITH PLUMBING CODE. PROJECT PROJECT DATE: 4. CONTRACTOR SHALL VERIFY LOCATION OF EXISTING SANITARY SEWER STUB-OUT AND COORDINATE CONNECTION WITH ECUA INSPECTIONS. 5. CONNECTION TO EXISTING ECUA SANITARY SYSTEM SHALL BE MADE WITH ECUA INSPECTOR PRESENT. CONTRACTOR SHALL NOTIFY ECUA 72 HOURS PRIOR PLAN TO CONNECTION. RELEASED CONSTRUCT υτιμτγ LEIGH F. This item has been digitally signed CENS and sealed by Erica Leigh Floyd, PE No. 69038 on the date adjacent to the seal. OR STATE OF Printed copies of this document are not considered signed and sealed LORIDA SSIONAL" and the signature must be verified on any electronic copies. ERICA LEIGH FLOYD, P.E. **C-100** FL REG. ENGINEER # 69038







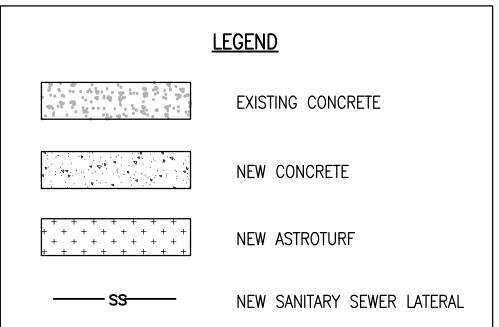


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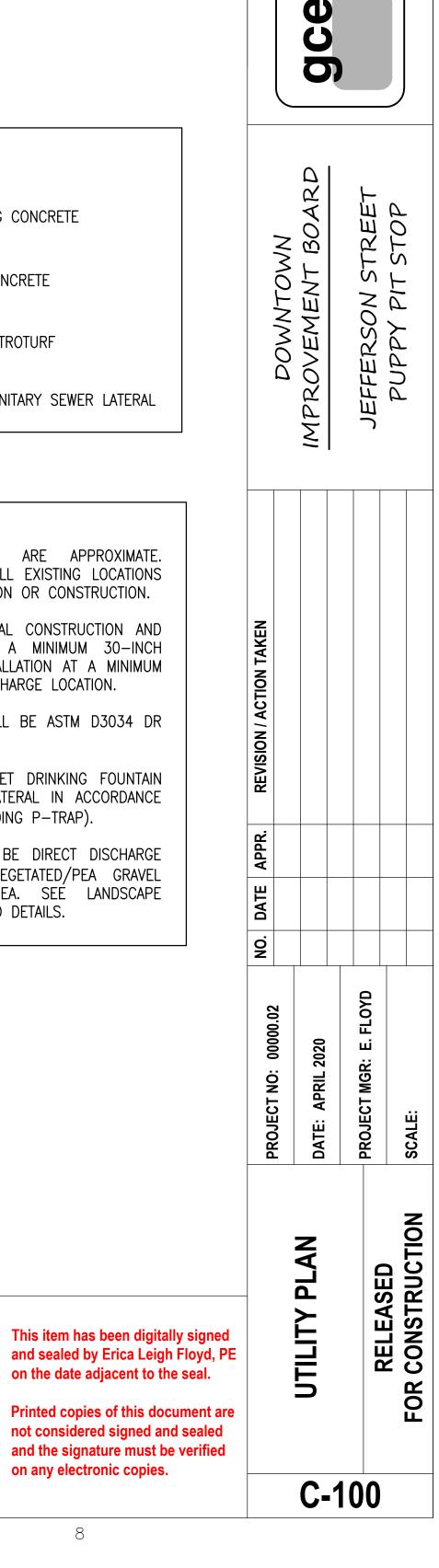
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## <u>NOTES:</u>

- UTILITY LOCATIONS SHOWN ARE APPROXIMATE. 1. CONTRACTOR SHALL VERIFY ALL EXISTING LOCATIONS PRIOR TO START OF DEMOLITION OR CONSTRUCTION.
- NEW SANITARY SEWER LATERAL CONSTRUCTION AND 2. PLACEMENT SHALL INCLUDE A MINIMUM 30-INCH COVER OVER PIPE AND INSTALLATION AT A MINIMUM 1.0% POSITIVE SLOPE TO DISCHARGE LOCATION.
- 3. SANITARY SEWER PIPING SHALL BE ASTM D3034 DR 26 PIPE w/ GLUED JOINTS.
- 4. CONTRACTOR TO CONNECT PET DRINKING FOUNTAIN DRAIN TO 2-INCH SEWER LATERAL IN ACCORDANCE WITH PLUMBING CODE (INCLUDING P-TRAP).
- 5. DISCHARGE LOCATION SHALL BE DIRECT DISCHARGE WITH SUMP BOTTOM TO VEGETATED/PEA GRAVEL DEPRESSED LANDSCAPE AREA. SEE LANDSCAPE PLANS FOR SECTION VIEW AND DETAILS.



LEIGH A LICENSA No. 69038 + STATE OF LORIDA SSIONAL ERICA LEIGH FLOYD, P.E. FL REG. ENGINEER # 69038

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#

3298 Summit Bouleva Pensacola, FL 32503 850.262.8941 FL Certificate of Auth.

LLC

- ENGINEERING, esign Services

GULF CIVIL I Site/Civil De:

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# DIB JEFFERSON STREET PUPPY PIT STOP Landscape Improvements Plan

# SHEET\_INDEX

## SHEET DESCRIPTION

- LS100 COVER PAGE
- LS101 EXISTING CONDITIONS PLAN
- LS201 DEMOLITION PLAN
- LS301 LAYOUT PLAN
- LS401 HARDSCAPE PLAN
- LS501 LANDSCAPE PLAN
- C100 UTILITY PLAN
- LS601 DETAILS
- LS602 DETAILS
- **IR101 IRRIGATION PLAN**
- **IRRIGATION DETAILS** IR201

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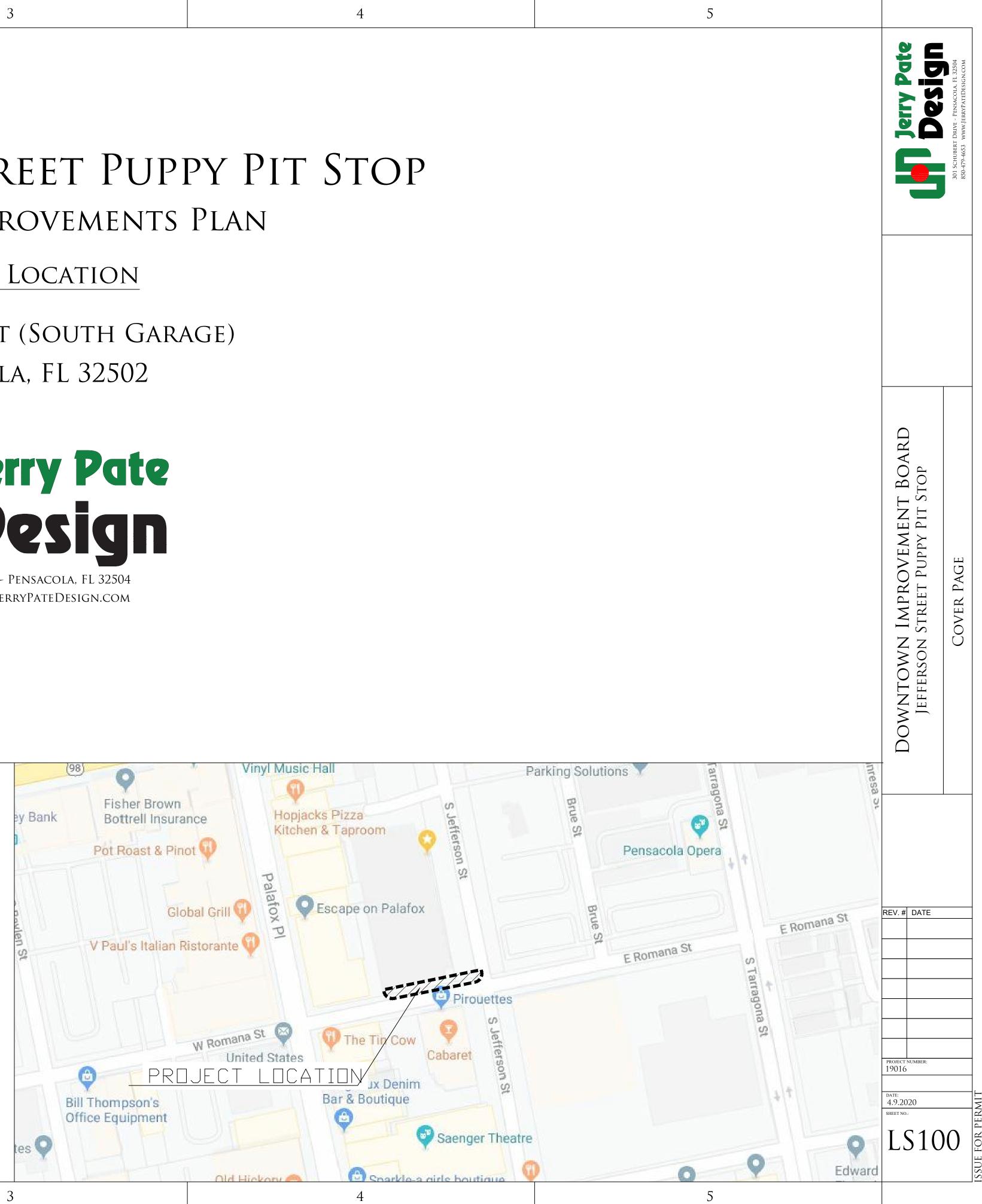
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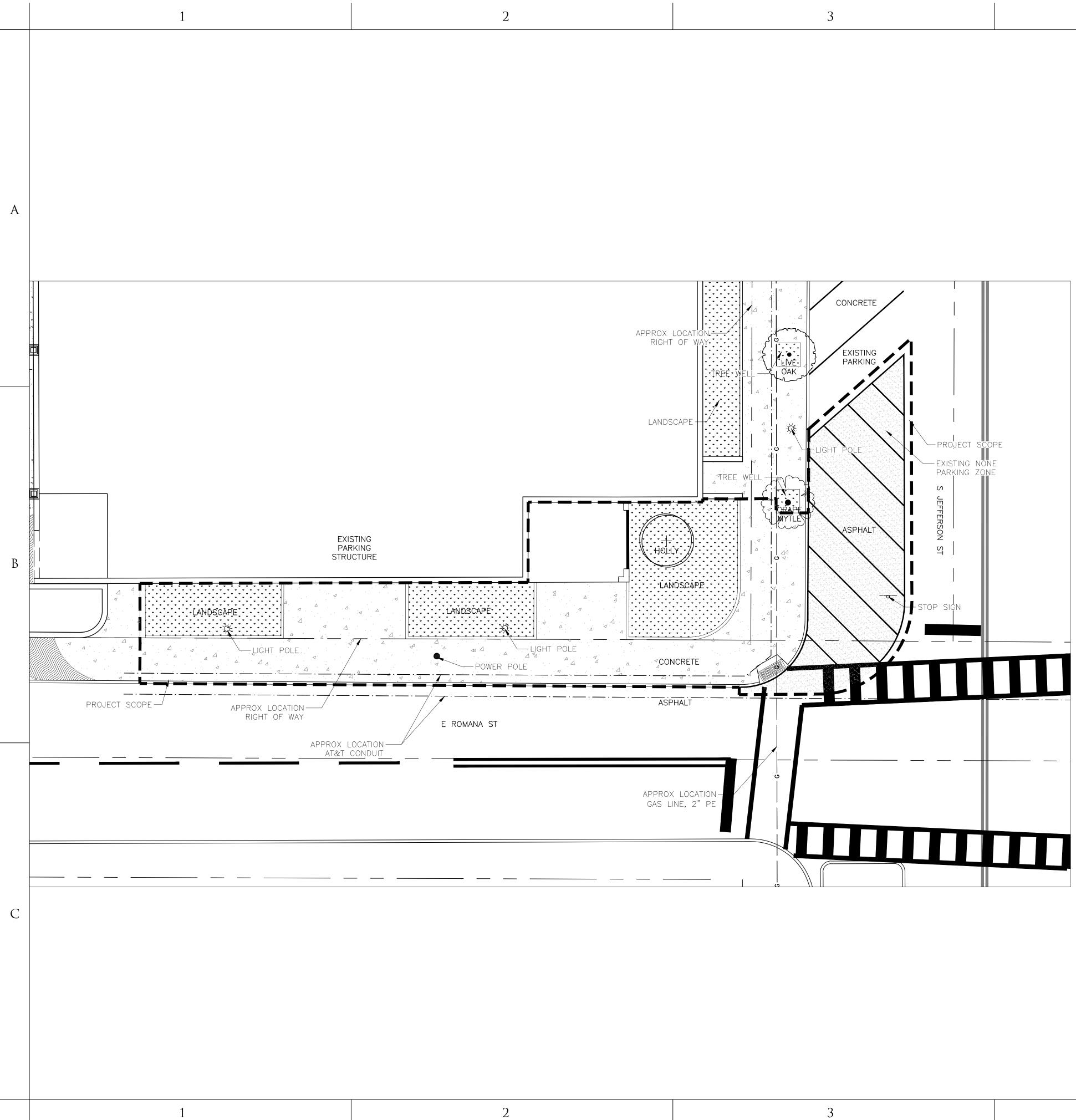
# PROJECT LOCATION

# 1 S JEFFERSON ST (SOUTH GARAGE) Pensacola, FL 32502



301 Schubert Drive - Pensacola, FL 32504 850-479-4653 WWW.JERRYPATEDESIGN.COM

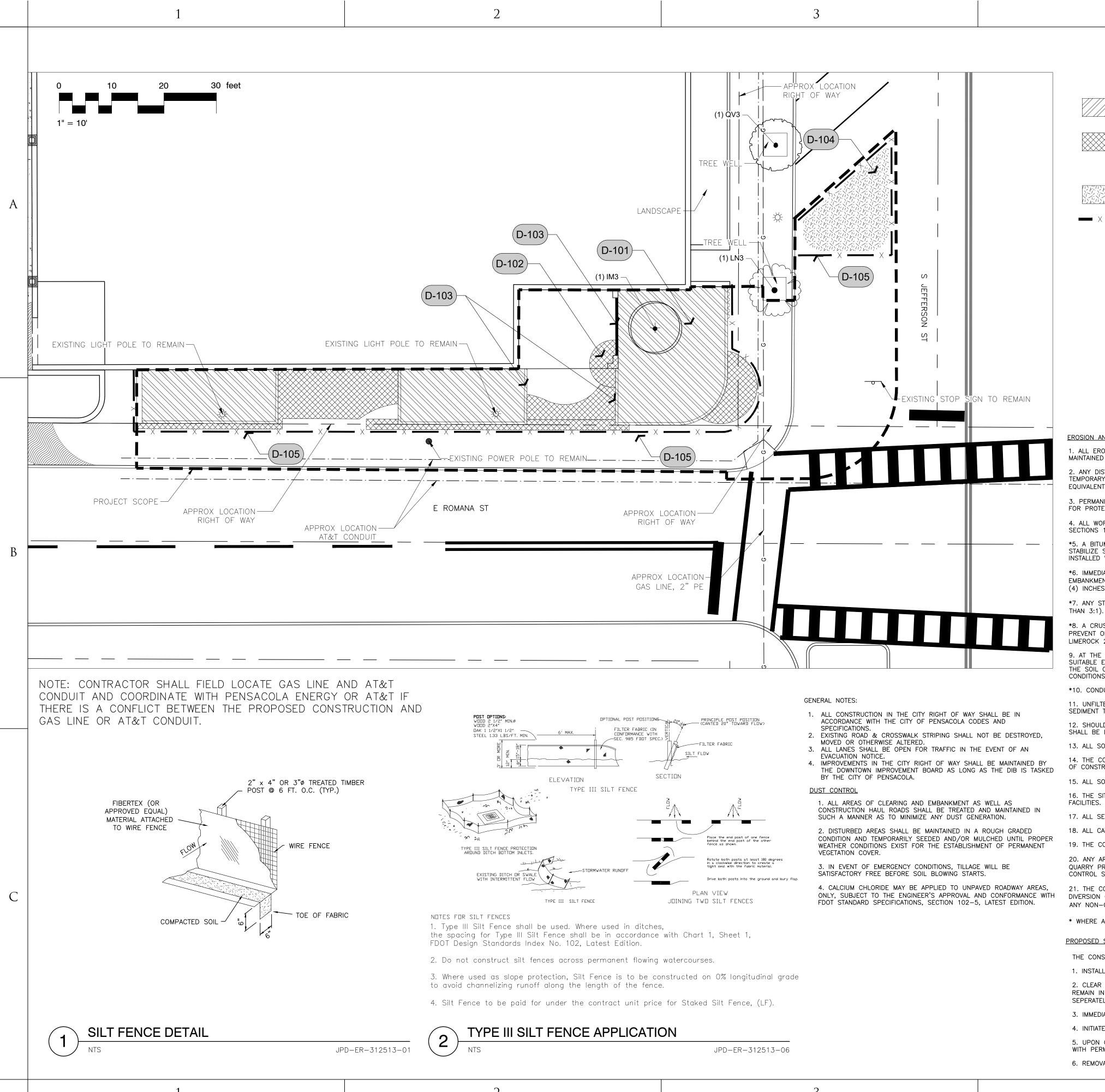




AND AT&T CONDUIT AND COORDINATE WITH PENSACOLA ENERGY OR AT&T IF THERE IS A AND GAS LINE OR AT&T CONDUIT.

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	SYMBOL	Demolition	-			QTY	DETAIL
	D-101		REMOVE EXISTING TURF & VEGETATION TO DEPTH REQUIRED FOR NEW HARDSCAPE & LANDSCAPE.				
	D-102		REMOVE EXISTING CONCRETE TO DEPTH REQUIRED FOR NEW 4 HARDSCAPE & LANDSCAPE				
	D-103	REMOVE	EXISTING	34 lf			
	D-104		EMOVE EXISTING ASPHALT TO DEPTH REQUIRED FOR NEW				
<b>X</b>	D-105	SILT FEN	SILT FENCE				
	PLANT_	SCHE	DULE				
	EXISTING TO	REMAIN	CODE	BOTANICAL / COMMON NAME	CAL	QTY	
			LN3	Lagerstroemia x `Natchez` Crape Myrtle	Existing	1	
			QV3	Quercus virginiana Southern Live Oak	Existing	1	
	REMOVE		CODE	BOTANICAL / COMMON NAME	CAL	QTY	
	(+)		IM3	llex x `Mary Nell` Mary Nell Holly	Existing	1	

EROSION AND SEDIMENT CONTROL GENERAL NOTES

MAINTAINED UNTIL PERMANENT PROTECTION IS ESTABLISHED.

EQUIVALENT MATERIAL, AT A RATE OF TWO (2) TONS PER ACRE, ACCORDING TO STATE STANDARDS.

FOR PROTECTION UNTIL SEEDING IS ESTABLISHED.

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

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. 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. 21. THE CONTRACTOR'S MEANS AND METHODS OF GROUNDWATER DEWATERING SHALL COMPLY WITH ALL REGULATORY REQUIREMENTS FOR THE TEMPORARY DIVERSION OF GROUNDWATER AND ITS DISCHARGE, INCLUDING FDEP CHAPTER 62-621 "GENERAL PERMIT FOR THE DISCHARGE OF PRODUCED GROUNDWATER FROM

\* WHERE APPLICABLE

## PROPOSED SEQUENCE OF CONSTRUCTION

ANY NON-CONTAMINATED SITE ACTIVITY".

THE CONSTRUCTION SHOULD PROCEED IN THE FOLLOWING MANNER:

1. 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 TO BE PROPERLY PROTECTED AND TO REMAIN IN ITS NATURAL STATE. TOPSOIL IN AREAS TO BE DISTURBED TO BE STRIPPED TO A MINIMUM DEPTH OF SIX (6) INCHES AND STOCKPILED SEPERATELY FROM FROM OTHER EXCAVATED SOIL(S)

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

4. INITIATE CONSTRUCTION.

5. UPON COMPLETION OF CONSTRUCTION ACTIVITIES, PROVIDE RESTORATION, FINE GRADE REMAINDER OF SITE, RESPREAD STOCKPILED TOPSOIL AND STABILIZE WITH PERMANENT VEGETATIVE COVER AND LANDSCAPING. 6. REMOVAL OF APPROPRIATE TEMPORARY SEDIMENT AND EROSION CONTROL DEVICES.

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REV. # DATE

PROJECT NUMBER:

19016

4.9.2020

SHEET NO.

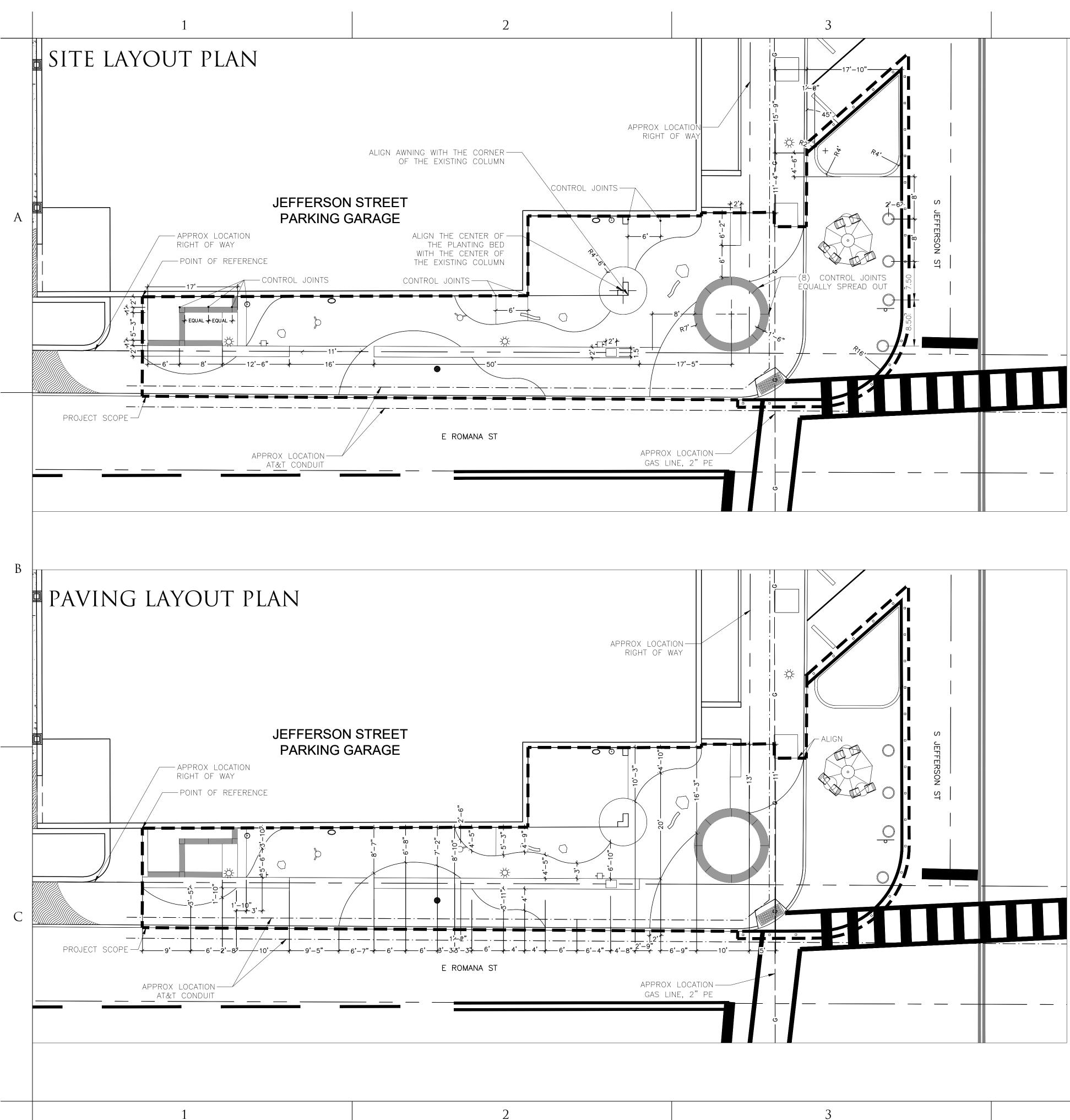
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. ALL EROSION AND SEDIMENT CONTROL PRACTICES TO BE INSTALLED PRIOR TO ANY MAJOR SOIL DISTURBANCE, OR IN THEIR PROPER SEQUENCE, AND

ANY DISTURBED AREAS THAT WILL BE LEFT EXPOSED MORE THAN 20 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

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

4. ALL WORK AND MATERIALS TO BE IN ACCORDANCE WITH THE FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", LATEST EDITION,



GENERAL NOTES:

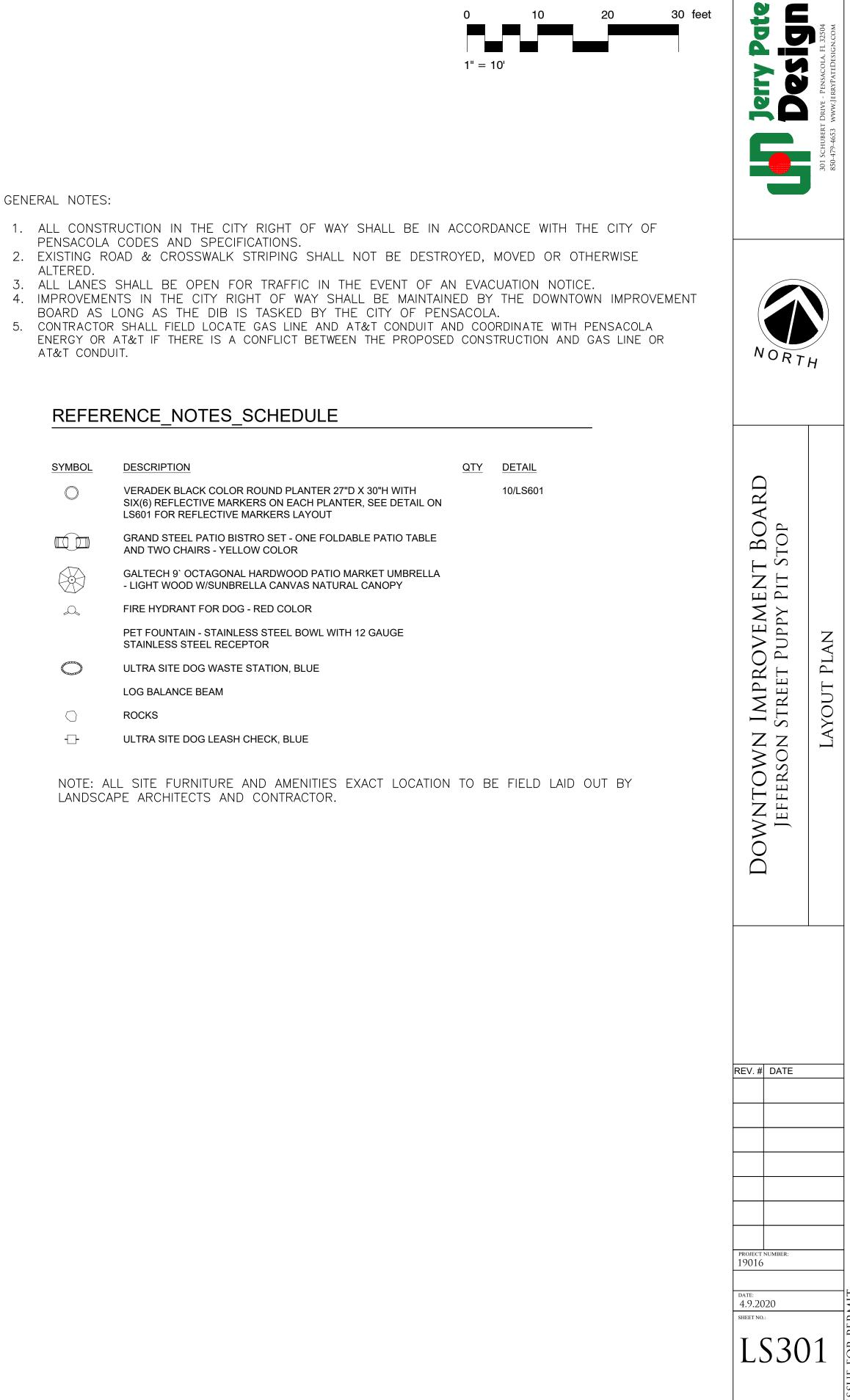
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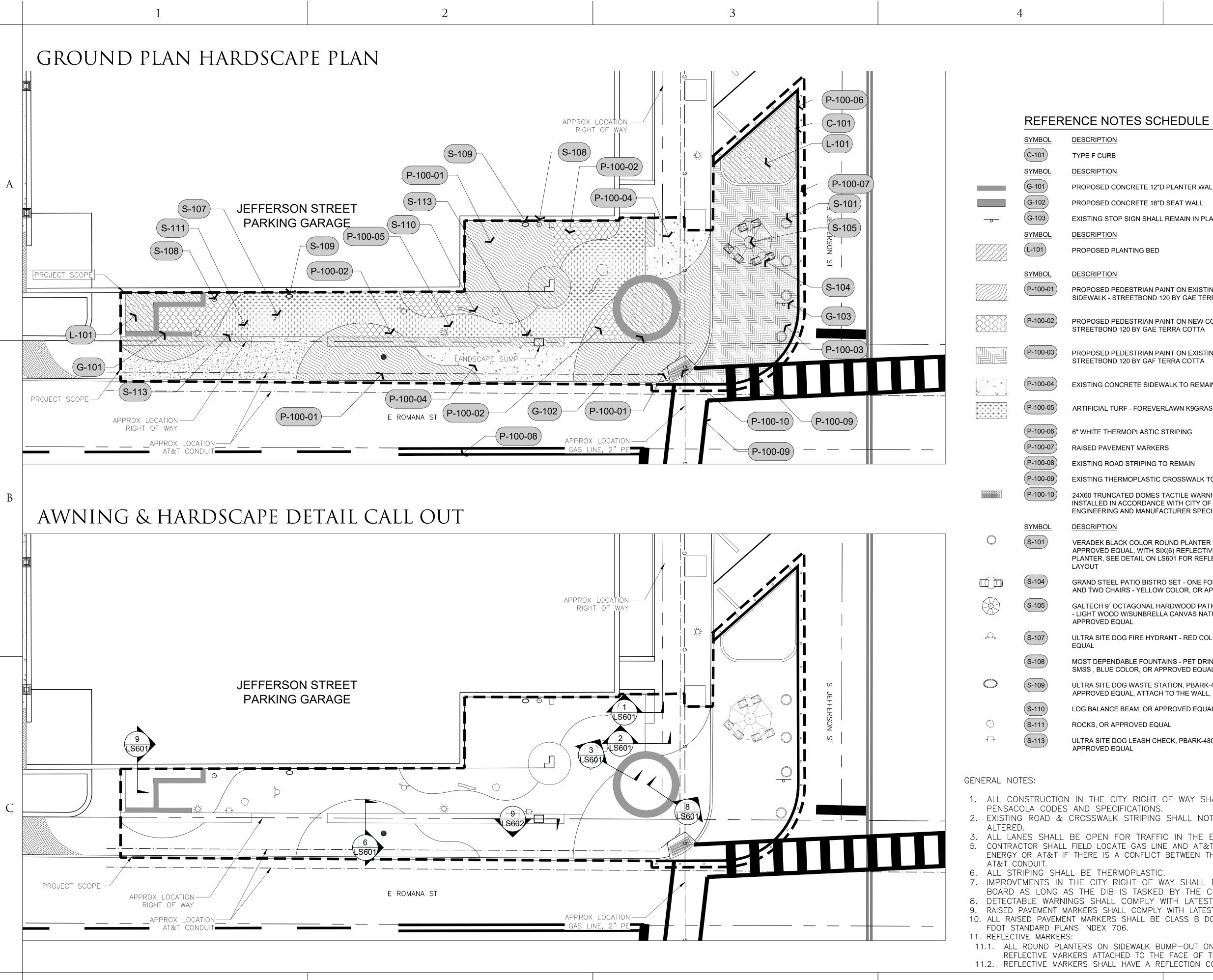
- PENSACOLA CODES AND SPECIFICATIONS.
- ALTERED.
- BOARD AS LONG AS THE DIB IS TASKED BY THE CITY OF PENSACOLA. AT&T CONDUIT.

## REFERENCE\_NOTES\_SCHEDULE

SYMBOL	DESCRIPTION
$\bigcirc$	VERADEK BLACK COLOR ROUN SIX(6) REFLECTIVE MARKERS O LS601 FOR REFLECTIVE MARKE
	GRAND STEEL PATIO BISTRO SE AND TWO CHAIRS - YELLOW CO
	GALTECH 9` OCTAGONAL HARD - LIGHT WOOD W/SUNBRELLA C
Q	FIRE HYDRANT FOR DOG - RED
	PET FOUNTAIN - STAINLESS STE STAINLESS STEEL RECEPTOR
$\bigcirc$	ULTRA SITE DOG WASTE STATIO
	LOG BALANCE BEAM
$\bigcirc$	ROCKS
-[]-	ULTRA SITE DOG LEASH CHECK
	GALTECH 9' OCTAGONAL HARD - LIGHT WOOD W/SUNBRELLA C FIRE HYDRANT FOR DOG - RED PET FOUNTAIN - STAINLESS STE STAINLESS STEEL RECEPTOR ULTRA SITE DOG WASTE STATIC LOG BALANCE BEAM ROCKS

LANDSCAPE ARCHITECTS AND CONTRACTOR.





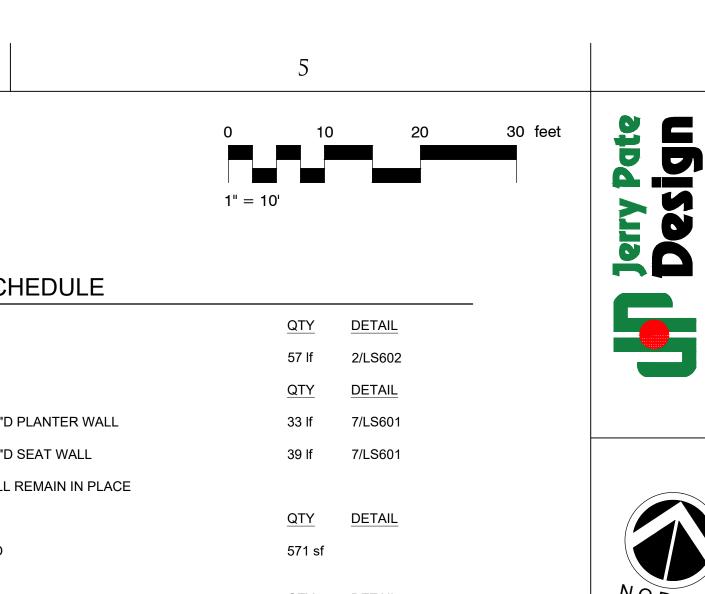
2



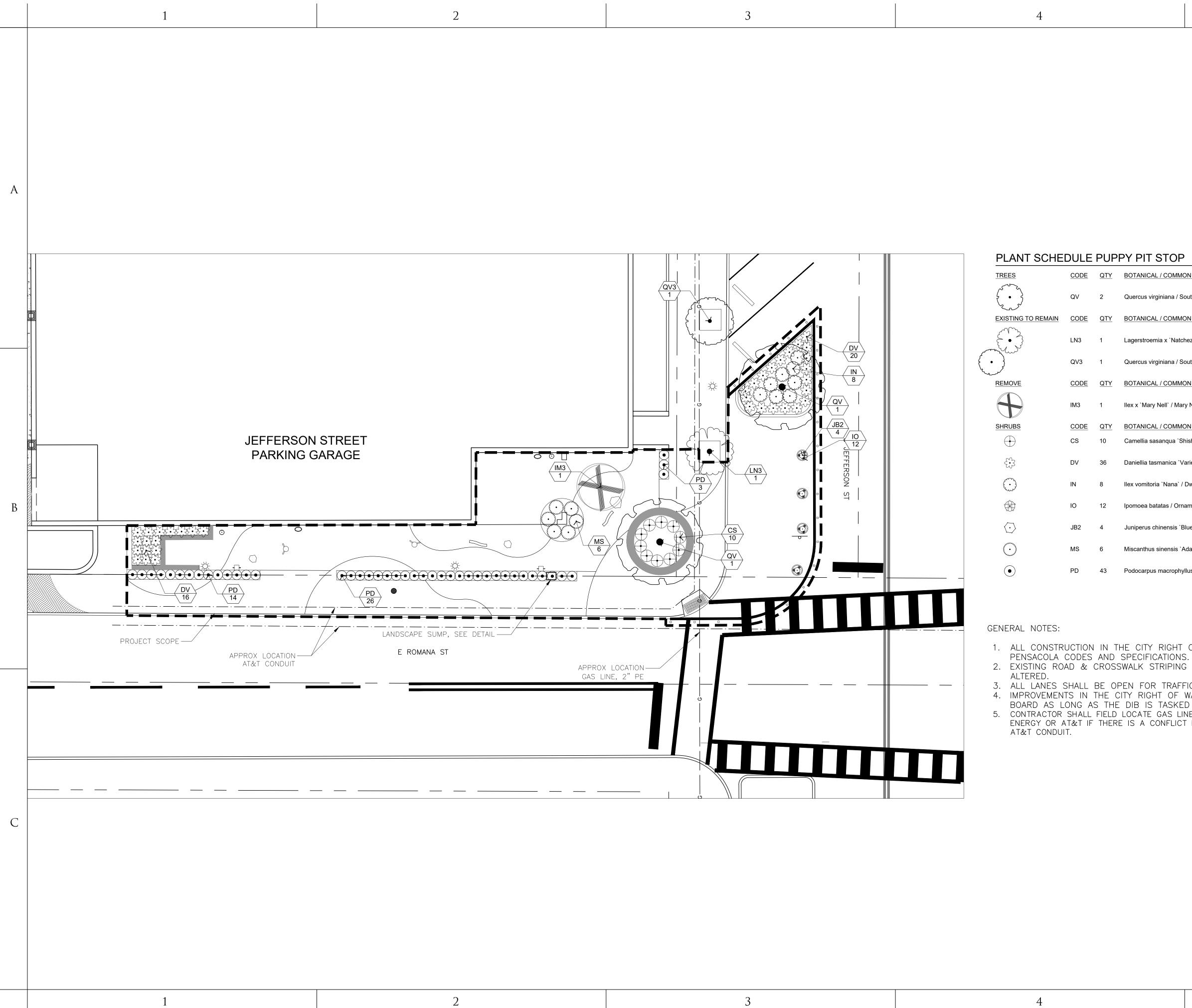


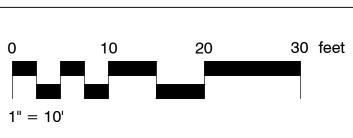
	REFER	ENCE NOTES SCHEDULE			
	SYMBOL	DESCRIPTION	<u>QTY</u>	DETAIL	
	(C-101)	TYPE F CURB	57 lf	2/LS602	
	SYMBOL	DESCRIPTION	QTY	DETAIL	
	(G-101)	PROPOSED CONCRETE 12"D PLANTER WALL	33 lf	7/LS601	
	(G-102)	PROPOSED CONCRETE 18"D SEAT WALL	39 lf	7/LS601	
<del></del>	(G-103)	EXISTING STOP SIGN SHALL REMAIN IN PLACE			
Cont 12 Cont	SYMBOL	DESCRIPTION	QTY	DETAIL	
	(L-101)	PROPOSED PLANTING BED	571 sf		
	SYMBOL	DESCRIPTION	<u>QTY</u>	DETAIL	NORTH
	P-100-01	PROPOSED PEDESTRIAN PAINT ON EXISTING CONCRETE SIDEWALK - STREETBOND 120 BY GAE TERRA COTTA	977 sf		
	P-100-02	PROPOSED PEDESTRIAN PAINT ON NEW CONCRETE SIDEWALK - STREETBOND 120 BY GAE TERRA COTTA	305 sf	4/LS601	
	P-100-03	PROPOSED PEDESTRIAN PAINT ON EXISTING ASPHALT - STREETBOND 120 BY GAF TERRA COTTA	757 sf		D D
4 4 4 4	P-100-04	EXISTING CONCRETE SIDEWALK TO REMAIN	587 sf		BOARI
	P-100-05	ARTIFICIAL TURF - FOREVERLAWN K9GRASS	739 sf	1/LS601	NT F T STG
	P-100-06	6" WHITE THERMOPLASTIC STRIPING			AEN PI
	(P-100-07)	RAISED PAVEMENT MARKERS			EM PPY
	(P-100-08)	EXISTING ROAD STRIPING TO REMAIN			
	(P-100-09)	EXISTING THERMOPLASTIC CROSSWALK TO REMAIN			
	(P-100-10)	24X60 TRUNCATED DOMES TACTILE WARNING SURFACE INSTALLED IN ACCORDANCE WITH CITY OF PENSACOLA ENGINEERING AND MANUFACTURER SPECIFICATIONS.			IMP]
	SYMBOL	DESCRIPTION	<u>QTY</u>	DETAIL	ZZ
$\bigcirc$	(S-101)	VERADEK BLACK COLOR ROUND PLANTER 27"D X 30"H OR APPROVED EQUAL, WITH SIX(6) REFLECTIVE MARKERS ON EACH PLANTER, SEE DETAIL ON LS601 FOR REFLECTIVE MARKERS LAYOUT	4	10/LS601	FERSO
	S-104	GRAND STEEL PATIO BISTRO SET - ONE FOLDABLE PATIO TABLE AND TWO CHAIRS - YELLOW COLOR, OR APPROVED EQUAL	3		JEF
	(S-105)	GALTECH 9` OCTAGONAL HARDWOOD PATIO MARKET UMBRELLA - LIGHT WOOD W/SUNBRELLA CANVAS NATURAL CANOPY, OR APPROVED EQUAL	1		DO
Q	S-107	ULTRA SITE DOG FIRE HYDRANT - RED COLOR, OR APPROVED EQUAL	2		
and the second	(S-108)	MOST DEPENDABLE FOUNTAINS - PET DRINKING FOUNTAIN, 350 SMSS , BLUE COLOR, OR APPROVED EQUAL	2	1/LS602	
$\bigcirc$	(S-109)	ULTRA SITE DOG WASTE STATION, PBARK-490, BLUE, OR APPROVED EQUAL, ATTACH TO THE WALL, SEE DETAIL LOG BALANCE BEAM, OR APPROVED EQUAL	2	3/LS602	
$\bigcirc$	(S-111)	ROCKS, OR APPROVED EQUAL	2		
- <u>-</u> -	(S-113)	ULTRA SITE DOG LEASH CHECK, PBARK-480, BLUE, OR	2	11/LS601	
		APPROVED EQUAL	-		REV. # DATE
IERAL N	IOTES:				
PENSA EXISTI ALTER ALL L CONTR ENERG	ACOLA CODES NG ROAD & ED. ANES SHALL ACTOR SHALL Y OR AT&T I	IN IN THE CITY RIGHT OF WAY SHALL BE IN ACCORN S AND SPECIFICATIONS. CROSSWALK STRIPING SHALL NOT BE DESTROYED, BE OPEN FOR TRAFFIC IN THE EVENT OF AN EVAC L FIELD LOCATE GAS LINE AND AT&T CONDUIT AND COC IF THERE IS A CONFLICT BETWEEN THE PROPOSED CONS	MOVED CUATION ORDINATE	OR OTHERWISE NOTICE. E WITH PENSACOLA	
ALL S		ALL BE THERMOPLASTIC.			PROJECT NUMBER: 19016
BOARE DETEC RAISEE	) AS LONG TABLE WARN ) PAVEMENT I	THE CITY RIGHT OF WAY SHALL BE MAINTAINED BY AS THE DIB IS TASKED BY THE CITY OF PENSACOLA NINGS SHALL COMPLY WITH LATEST FDOT DESIGN ST MARKERS SHALL COMPLY WITH LATEST FDOT STANDARD F ENT MARKERS SHALL BE CLASS B DOUBLE SIDED REFLE	4. ANDARD Plans II	S INDEX 522. NDEX 706 & INDEX 711.	DATE: 4.9.2020 SHEET NO.:
FDOT . REFLEC 1.1. AL	STANDARD PL CTIVE MARKEF .L ROUND PL	ANS INDEX 706.	t shall	. CONTAIN (6) SIX	LS401

- REFLECTIVE MARKERS ATTACHED TO THE FACE OF THE PLANTERS WITH SCREWS. SEE DETAIL ON LS601.



SUE



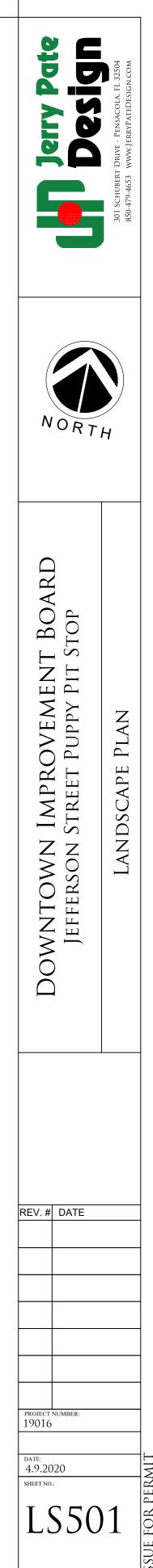


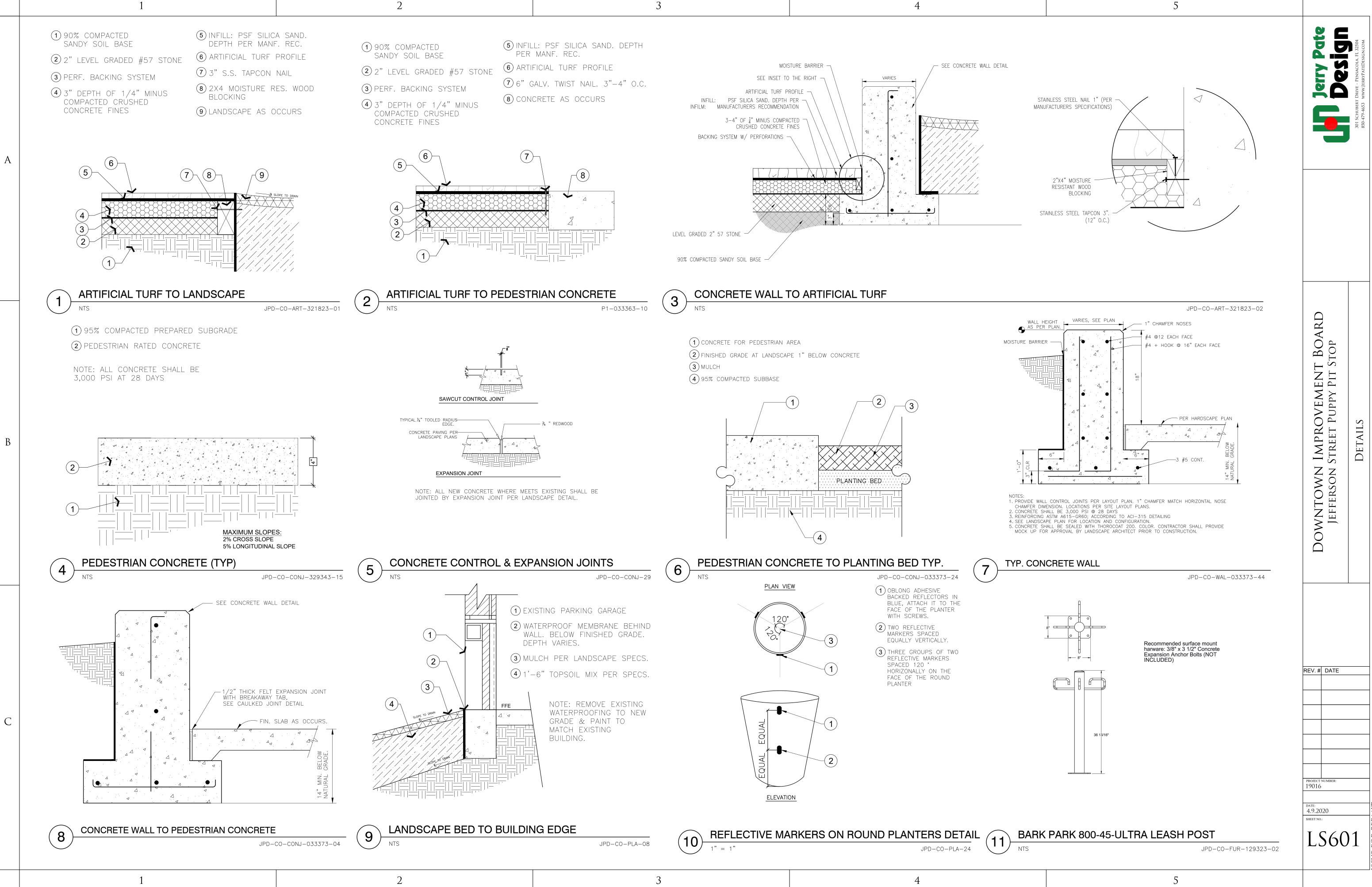
5

BOTANICAL / COMMON NAME	CONT	CAL	<u>SIZE</u>	
Quercus virginiana / Southern Live Oak	FG	3" DBH		
BOTANICAL / COMMON NAME	CONT	CAL	SIZE	
Lagerstroemia x `Natchez` / Crape Myrtle	Existing			
Quercus virginiana / Southern Live Oak	Existing			
BOTANICAL / COMMON NAME	CONT	CAL	SIZE	
llex x `Mary Nell` / Mary Nell Holly	Existing			
BOTANICAL / COMMON NAME	CONT	SIZE	SPEC	SPACING
Camellia sasanqua `Shishi-Gashira` / Camellia	3 gal	SP	FTB, SP	30" o.c.
Daniellia tasmanica `Variegata` / Varigated Flax Lily	1 gal	Full Pot	Full Pot	30" o.c.
Ilex vomitoria `Nana` / Dwarf Yaupon	3 gal		FTB, SP	36" o.c.
Ipomoea batatas / Ornamental Sweet Potato	4" POT	Full Pot		6" o.c.
Juniperus chinensis `Blue Point` / Blue Point Juniper	1 gal	SP		15" o.c.
Miscanthus sinensis `Adagio` / Adagio Eulalia Grass	3 gal	Full Pot	FTB, SP	36" o.c.
Podocarpus macrophyllus `Dwarf Pringles` / Dwarf Podocarpus	3 gal		Full Pot	24" o.c.

1. ALL CONSTRUCTION IN THE CITY RIGHT OF WAY SHALL BE IN ACCORDANCE WITH THE CITY OF 2. EXISTING ROAD & CROSSWALK STRIPING SHALL NOT BE DESTROYED, MOVED OR OTHERWISE

3. ALL LANES SHALL BE OPEN FOR TRAFFIC IN THE EVENT OF AN EVACUATION NOTICE. 4. IMPROVEMENTS IN THE CITY RIGHT OF WAY SHALL BE MAINTAINED BY THE DOWNTOWN IMPROVEMENT BOARD AS LONG AS THE DIB IS TASKED BY THE CITY OF PENSACOLA. 5. CONTRACTOR SHALL FIELD LOCATE GAS LINE AND AT&T CONDUIT AND COORDINATE WITH PENSACOLA ENERGY OR AT&T IF THERE IS A CONFLICT BETWEEN THE PROPOSED CONSTRUCTION AND GAS LINE OR

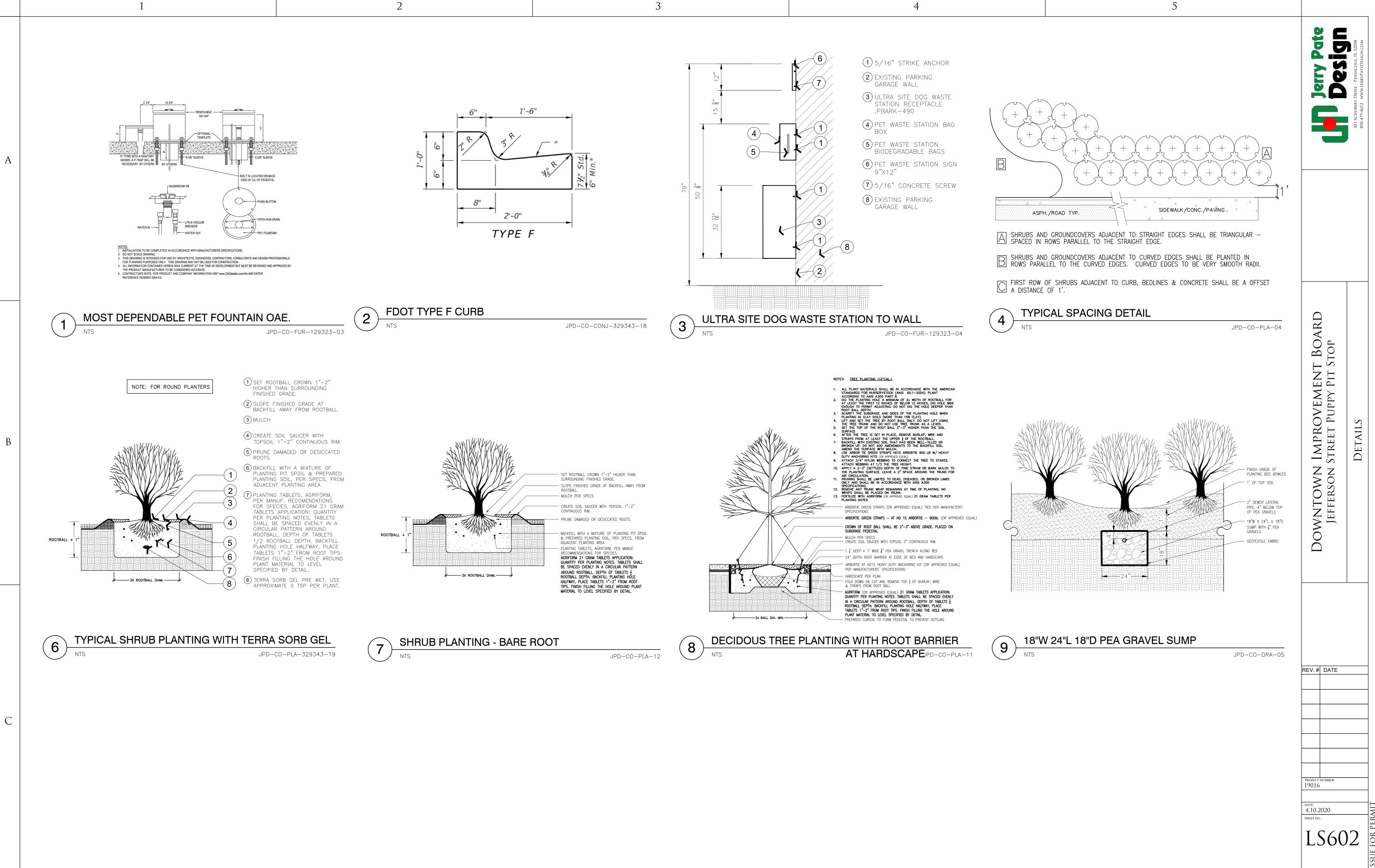




B

С







Memorandum

File #: 20-00189	Planning Board	5/12/2020
то:	Planning Board Members	
FROM:	Cynthia Cannon, AICP, Assistant Planning Director	
DATE:	5/5/2020	

#### SUBJECT:

Request for Vacation of Right-of-Way - 16<sup>th</sup> Avenue between Belmont and Wright Streets

#### BACKGROUND:

The Planning Department received a request from Mr. Kendall Wilder for a Vacation of Right-of-Way for a 10' portion adjacent to 16th Avenue between Belmont and Wright Streets. The purpose is to allow the applicant to divide the lot in order to construct two single-family homes.

This request has been routed through the various City departments and utility providers and their comments are attached for your review.

Department:	Comments:
FIRE	No comments.
PW/E	No objections.
InspSvcs	No comments.
ESP	Pensacola Energy has gas facilities within the west R/W of 16 <sup>th</sup> Ave between Belmont and Wright St. The gas main does not appear to be in the 10' requested but I would need to have it located out in the field to verify.
ECUA	ECUA has an active water line on the east side of 16 <sup>th</sup> Ave, which is the other side of the street from the area requested to be vacated. The 10' vacation request does not appear to have an impact on ECUA's accessibility to operate and maintain that water line. Therefore, ECUA has no comments or objections to the right-of-way vacation request. ECUA will not require an easement over the area as outlined in the petition, should the City decide to vacate it.
GPW	Reviewed plans with the applicant's consultant and all concerns were addressed.
ATT	I reviewed this request and visited the property. AT&T has a telephone pole in the E Belmont ROW and the Guy Wire that supports the pole
	is in the 16 <sup>th</sup> Ave ROW. This Guy Wire is at 22' from edge of curb on 16th Ave. It is required to support the pole and poles North of it on 16th Ave. If the City reduces the 23' ROW by 10' the Utilities are left with a 13' ROW that is almost completely populated by a large Oak tree and root system. The pole supports the Gulf Power, Cox Communication. and AT&T Networks. I do not have a solution at this time. It would require a Design and associated cost to the property owner from all three Utilities mentioned above.

From:	
Sent:	
То:	
Subject:	

Derrik Owens Tuesday, March 24, 2020 3:20 PM Cynthia Cannon RE:

## PW&F has no objection to the subject request. Thanks

From: Cynthia Cannon <CCannon@cityofpensacola.com>

Sent: Tuesday, March 24, 2020 1:32 PM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com> Subject:

Good Afternoon All,

Please review and comment on the attached request before the Planning Board for a Vacation of ROW application along 16<sup>th</sup> Avenue between Belmont and Wright Streets. Please provide comments **by close of business on Friday March 27, 2020**.

Thank you!

**Cynthia Cannon, AICP** Assistant Planning Director Visit us at <u>http://cityofpensacola.com</u> 222 W Main St. Pensacola, FL 32502 Office: 850.435-1670 ccannon@cityofpensacola.com

FLORIDA'S FIRST & FUTURE

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From:
Sent:
To:
Subject:

Diane Moore Tuesday, March 24, 2020 3:32 PM Cynthia Cannon RE:

Pensacola Energy has gas facilities within the west R/W of 16<sup>th</sup> Ave between Belmont and Wright St. The gas main does not appear to be in the 10' requested but I would need to have it located out in the field to verify. Thanks,

Diane

Diane Moore | Gas Distribution Engineer Pensacola Energy | 1625 Atwood Drive, Pensacola, Fl 32514 Desk: 850-474-5319 | Cell: 850-324-8004 | Fax: 850-474-5331 Email: <u>dmoore@cityofpensacola.com</u>

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For Non-Emergency Citizen Requests, Dial 311 or visit Pensacola311.com

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#### From: Cynthia Cannon <CCannon@cityofpensacola.com>

#### Sent: Tuesday, March 24, 2020 1:32 PM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>

#### Subject:

Good Afternoon All,

Please review and comment on the attached request before the Planning Board for a Vacation of ROW application along 16<sup>th</sup> Avenue between Belmont and Wright Streets. Please provide comments *by close of business on Friday March 27, 2020*.

From:	Mark Norris <markn@rebol-battle.com></markn@rebol-battle.com>
Sent:	Monday, March 30, 2020 4:35 PM
То:	RS634Y@att.com
Cc:	Cynthia Cannon
Subject:	[EXTERNAL] FW: [EXTERNAL] FW: 16th Ave Vacation of ROW
Attachments:	16th Ave Vacation of ROW Application.pdf; Guy Wire.JPG; Large Oak.JPG

Hello Rob,

I am working for Mr. Wilder, one of the property owners requesting the vacation of the west 10' of 16<sup>th</sup> Avenue adjacent to and abutting their property.

If the City of Pensacola grants these property owners request for a vacation of a portion of the right-of-way, the City will require that the vacated portion

(10' strip) is also an Easement for Utilities. The guy wire you write about below would fall into this 10' strip and be covered by the City of Pensacola's

Easement. As far as I know, this issue has not come-up and the Owners are not expecting for the Utilities to be relocated.

Thank you,

Mark

Mark A. Norris P.S.M. Rebol-Battle & Associates Civil Engineers & Surveyors 2301 North 9<sup>th</sup> Avenue, Suite 300 Pensacola, Florida 32503 Ph: 850 438-0400 Fax: 850 438-0448

From: Cynthia Cannon <CCannon@cityofpensacola.com>
Sent: Monday, March 30, 2020 12:46 PM
To: Mark Norris <markn@rebol-battle.com>
Subject: FW: [EXTERNAL] FW: 16th Ave Vacation of ROW

Mark,

See below and let me know if you plan on reaching out to him. I'm currently working from home and primarily doing Zoom meetings as needed.

Thank you!

#### Cynthia Cannon, AICP Assistant Planning Director

Assistant Planning Director Visit us at http://cityofpensacola.com 222 W Main St. Pensacola, FL 32502 Office: 850.435-1670 <u>ccannon@cityofpensacola.com</u>

DENIC/ FLORIDA'S FIRST & FUTURE

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From: ST PIERRE, ROB A <<u>RS634Y@att.com</u>> Sent: Monday, March 30, 2020 11:40 AM To: Cynthia Cannon <<u>CCannon@cityofpensacola.com</u>> Subject: [EXTERNAL] FW: 16th Ave Vacation of ROW

#### THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Cynthia,

I am concerned about this Application. Big impact, would be willing to attend a meeting if necessary.

Thanks,

Rob St. Pierre Manager, OSP Plng & Eng Technology Operations

AT&T 605 W Garden St. Pensacola, FL 32502 o 850.436.1701 | <u>rs634y@att.com</u>

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From: ST PIERRE, ROB A Sent: Friday, March 27, 2020 4:09 PM To: 'AICP Cynthia Cannon (<u>ccannon@cityofpensacola.com</u>)' <<u>ccannon@cityofpensacola.com</u>> Subject: 16th Ave Vacation of ROW

Cynthia,

I reviewed this request and visited the property. AT&T has a telephone pole in the E Belmont ROW and the Guy Wire that supports the pole is in the 16<sup>th</sup> Ave ROW.

This Guy Wire is at 22' from edge of curb on 16<sup>th</sup> Ave. It is required to support the pole and poles North of it on 16<sup>th</sup> Ave. It is required to support the pole and poles North of it on 16<sup>th</sup> Ave. If the City reduces the 23' ROW by 10'

the Utilities are left with a 13' ROW that is almost completely populated by a large Oak tree and root system. The pole supports the Gulf Power, Cox Communication and AT&T Networks. I do not have a solution at this time. It would require a Design and associated cost to the property owner from all three Utilities mentioned above. Please contact me with any questions.

Thanks,

Rob St. Pierre Manager, OSP Plng & Eng Technology Operations

#### AT&T 605 W Garden St. Pensacola, FL 32502 o 850.436.1701 | <u>rs634y@att.com</u>

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From: FENNER, KARL L <<u>kf5345@att.com</u>> Sent: Tuesday, March 24, 2020 2:42 PM To: ST PIERRE, ROB A <<u>RS634Y@att.com</u>> Cc: SAUERS, BRAD <<u>bs5403@att.com</u>> Subject: FW:

Karl Fenner Area Manager – OSP PIng and Eng Access Construction & Engineering, AL/NWFL OSPC/E + SER PDT/SOC

AT&T – BellSouth Telecommunications, LLC 605 W Garden St, Pensacola, FL 32502 m 850-393-2318 | o 850.436.1485 | <u>kf5345@att.com</u>

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#### From: Cynthia Cannon < <u>CCannon@cityofpensacola.com</u>>

#### Sent: Tuesday, March 24, 2020 1:32 PM

To: Amy Hargett <<u>ahargett@cityofpensacola.com</u>>; Andre Calaminus (ECUA) <<u>andre.calaminus@ecua.fl.gov</u>>; Annie Bloxson <<u>ABloxson@cityofpensacola.com</u>>; Bill Kimball <<u>bkimball@cityofpensacola.com</u>>; Brad Hinote <<u>bradhinote@cityofpensacola.com</u>>; Brian Cooper <<u>bcooper@cityofpensacola.com</u>>; Chris Mauldin <<u>CMauldin@cityofpensacola.com</u>>; Cynthia Cannon <<u>CCannon@cityofpensacola.com</u>>; Derrik Owens <<u>DOwens@cityofpensacola.com</u>>; Diane Moore <<u>DMoore@cityofpensacola.com</u>>; Heather Lindsay

From: Sent: To: Subject: Andre Calaminus <andre.calaminus@ecua.fl.gov> Friday, March 27, 2020 2:23 PM Cynthia Cannon RE:

Good afternoon Cynthia,

ECUA has an active water line on the east side of 16<sup>th</sup> Ave, which is the other side of the street from the area requested to be vacated. The 10' vacation request does not appear to have an impact on ECUA's accessibility to operate and maintain that water line. Therefore, ECUA has no comments or objections to the right-of-way vacation request. ECUA will not require an easement over the area as outlined in the petition, should the City decide to vacate it.

Please let me know if there's anything else you need.

Thanks,

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

#### From: Cynthia Cannon <CCannon@cityofpensacola.com>

#### Sent: Tuesday, March 24, 2020 1:32 PM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Statler <LStatler@cityofpensacola.com>; Niriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>

Subject:

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Good Afternoon All,

Please review and comment on the attached request before the Planning Board for a Vacation of ROW application along 16<sup>th</sup> Avenue between Belmont and Wright Streets. Please provide comments *by close of business on Friday March 27, 2020*.

Thank you!

From:	Simmons, Kellie < Kellie.Simmons@nexteraenergy.com>
Sent:	Tuesday, March 24, 2020 3:54 PM
То:	Cynthia Cannon
Subject:	[EXTERNAL] FW: R/W Vacation
Attachments:	16th Ave Vacation of ROW Application.pdf

#### THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Cynthia:

Please see comments from engineering supervisor. I am working remotely at this time and all of my maps are not available to me. Please let me know if you have more detail for them.

Thank you,

**Gulf Power'** *Kellie G. Simmons* Sr. Corporate Real Estate Representative Office – (850) 444-6870 Cell - (850) 549-1134

From: Frizzell, Ryan <Ryan.Frizzell@nexteraenergy.com> Sent: Tuesday, March 24, 2020 3:26 PM To: Simmons, Kellie <Kellie.Simmons@nexteraenergy.com> Cc: Gobert, Harolyn <Harolyn.Gobert@nexteraenergy.com> Subject: FW: R/W Vacation

Kellie,

Looking at google street view, we have single phase primary that runs along the west side of N 16<sup>th</sup> Ave between E Belmont St and E Wright St. Without a survey to indicate exact location of our line in reference to the customer's property line, I cannot approve vacating the 10' alley way.

Ryan Frizzell Engineering Supervisor Power Delivery

**Gulf Power** 9220 Pine Forest Rd Pensacola, FL 32534

850-429-2605 (Office) 850-398-1973 (Mobile)

Ryan.Frizzell@NextEraEnergy.com

# VACATION OF ALLEY OR STREET RIGHT OF WAY Fee: \$2,000.00 Rehearing/Rescheduling Planning \$250.00 Rehearing/Rescheduling City Council: \$500.00 Applicant Information:

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62

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Name: Kendall Glen Wilder					
Address: 305 N 17 <sup>th</sup> Avenue; Pensacola,	FL 32501				
Phone: 850-748-4211 Fax	:	E	mail: 2kswilder@att.r	net	
Property Information:					
Owner Name: Kendall Glen Wilder					
Location/Address: 1517 E. Belmont Stree	t; Pensacola, FL	32501			
Legal Description: Please attach a full legal des	scription (from dee	d or survey)			
Purpose of vacation of city right of way/comments:					
See Attached					
1, the undersigned applicant, understand that submitt fees will be made. I have reviewed a copy of the ap Council meeting. Kenclall M. Signature of Applicant	plicable regulations a		st be present on the date of t		
(Owner of Property or Official Representative	or Owner)				
	FOR OFFICE	USE ONLY			

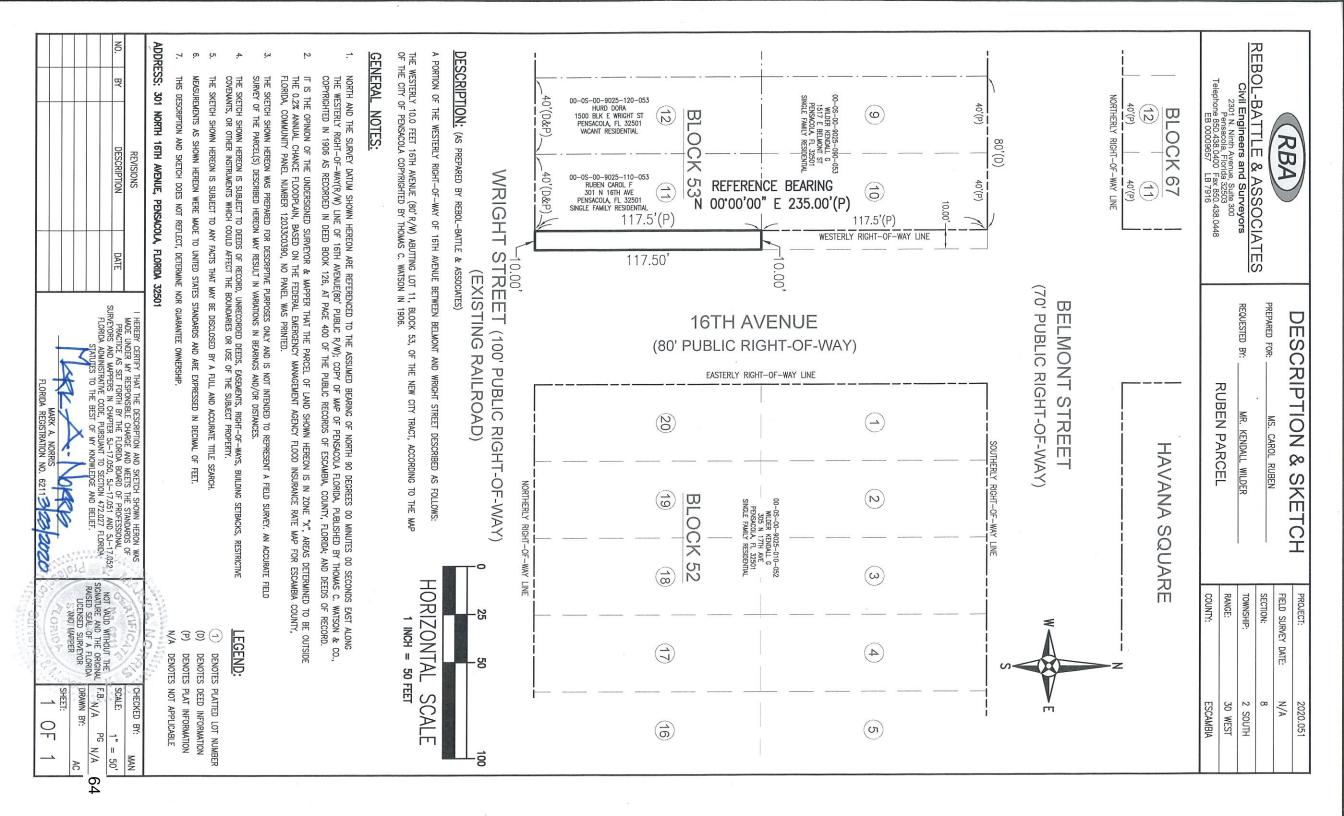
District:			
Dale Received;	Case Number:		
Dale Postcards mailed:			
Planning Board Date:	Recommendation:		
Council Date:	Council Action:		

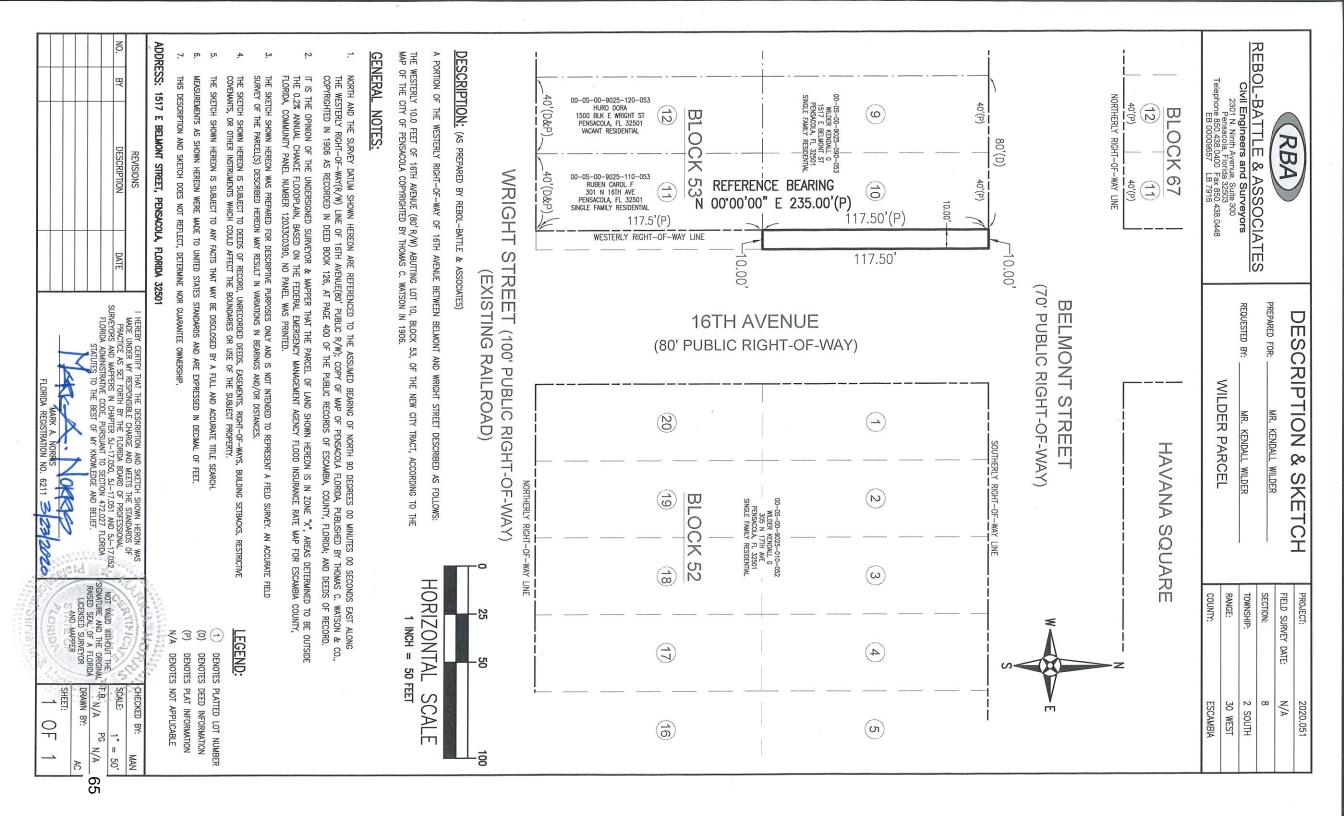
Purpose of Vacation of City Right of Way

Kendall G. Wilder is requesting the approval of the vacation of a 10 ft portion of 16<sup>th</sup> Avenue between Belmont and Wright streets correctly zoned R-1AA. The request is to attain the highest and best use of the property and to preserve and increase the property values in this area of East Hill. If granted, the additional 10 feet would allow the applicant to construct two single family detached structures instead of one single family detached structure. Approval would not affect traffic flow on 16<sup>th</sup> Avenue as it already terminates at Wright Street resulting in virtually no thru traffic. Applicant could find no future plans to widen 16<sup>th</sup> Avenue or Wright Street. The right of way on this segment of 16<sup>th</sup> Avenue is 70 feet wide with the 24 ft road width centered in the right of way. Homes would face Belmont Street. I would like to see two homes be built that would blend in to this beautiful property of oaks and Spanish moss.

Please find attached:

Escambia County Property Appraisers Parcel Sheet Warranty Deed Current Legal Description Regulations for Medium Density Residential Districts Approval of Abutting Property Owners



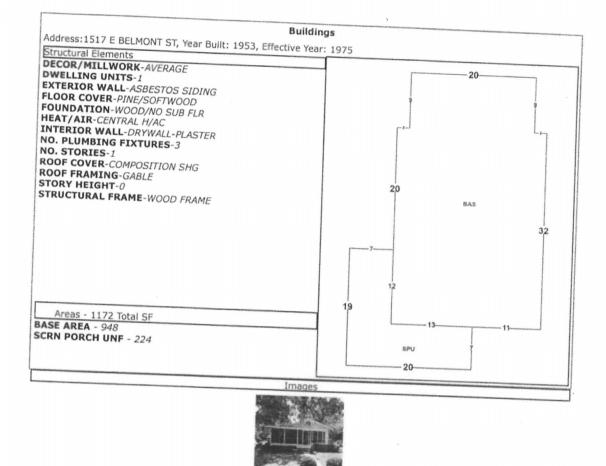


Legal Description

Lots 9 and 10 Block 53, New City Tract, City of Pensacola, Escambia County, Florida, according to the map od the City of Pensacola copyrighted by Thomas C. Watson in 1906.

Source: Escambia County Property Appraiser

Restore Full Version Assessments **General Information** Year Land Imprv Total Cap Val Reference: 000S009025090053 2019 \$135,783 \$43,576 \$179,359 \$153,587 Account: 140296500 2018 \$135,783 \$40,483 \$176,266 \$139,625 **Owners:** WILDER KENDALL G 2017 \$134,664 \$37,512 \$172,176 \$126,932 Mail: 305 N 17TH AVE PENSACOLA, FL 32501 Situs: 1517 E BELMONT ST 32501 **Disclaimer** Use Code: SINGLE FAMILY RESID Taxing **Tax Estimator** PENSACOLA CITY LIMITS Authority: Tax Inquiry: Open Tax Inquiry Window > File for New Homestead Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector **Exemption Online** Sales Data **2019 Certified Roll Exemptions** Official None Sale Records Book Page Value Type Date (New Window) 03/1992 3145 218 \$41,900 WD View Instr Legal Description 09/1991 3062 101 \$21,000 QC LTS 9 & 10 BLK 53 NEW CITY TRACT OR 3145 P 218 CA 42 View Instr 11/1987 2481 753 \$43,000 WD View Instr 11/1979 1391 475 \$24,000 WD View Instr Official Records Inquiry courtesy of Pam Childers **Extra Features** Escambia County Clerk of the Circuit Court and UTILITY BLDG Comptroller Parcel Launch Interactive Map Information Section + Map Id: CA042 80 -Approx. 60 N 16TH AVE Acreage: 60 0.2179 Zoned: R-1AA --117 Evacuation 117 in & Flood Information S 235 5 Open Report 80 40 60 40 60 View Florida Department of Environmental Protection(DEP) Data



8/31/16

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



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Account: 140296500 Situs: 1517 E BELMONT ST Complex: NILDER KENDALL G Owner: WILDER KENDALL G Last Sale: 3/1992, 541,900 Property Use: SINGLE FAMILY RESID Approx. Acreage: 0.2179 ac Zoned: R-1AA Certified Exemptions: Total Htd Area: 948 sf Working Values: Lnd - \$135,783 Imp - \$42,975 Bidg. Count: 1 Act Yr Bit: 1953 Eff Yr Bit: 1975 Bid Cat: 3 Tot - \$178,758 NONE

Cond SzFctr AdjVal Note 13.5000 1.0000 1.0700 135,783 UTp UPrc 9,400.0000 S Uts UseCd

N 16TH AVI

117

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571	This Warranty Deed	
257.40	Made this 12th day of March A.D. 19 <sup>92</sup> by Angela Frances Thigpen, f/k/a/ Angela Thigpen Harding, an unmarried woman	
	hereinafter called the grantor, to KENDALL G. WILDER	
	whose post office address is: 305 North 17th Avenue	
	Grantees' SSN: hereinafter called the grantee: (Whenever used herein the term "grantor" and "grantee" include all the affices to the instrument and the heins, legal representatives and assigns of individuals, and the successford assign of corpositions)	
	and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in <b>Escambia</b> County, Florida, viz: Lots 9 and 10, Block 53, NEW CITY TRACT, City of Pensacola,	
	Escambia County, Florida, according to the map of the City of Pensacola copyrighted by Thomas C. Watson in 1906.	
	SUBJECT TO covenants, restrictions, easements of record and taxes for the current year. TRis Deed is an absolute conveyance of title in effect as well as in form and is not intended as a mortgage, trust conveyance or accurity of any kind, the consideration therefore is full release of all debts, obligations, costs and charges heretofore subsisting on account of and by the terms of that certain Mortgage recorded in 0. R. Book 2481, Page 754 between the aforementioned parties: This Conveyance Completely satisfying said obligation and terminating said Mortgage and all effect there of in every respect.	
	Parcel Identification Number:	C.
	that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 19 <b>91</b> In Witness Whereot, the said grantor has signed and scaled these presents the day and year first above	
	written. Signed, sealed and delivered in our presence: Sara Matthews Name A Address: Angela Frances Thigger	
	Name Matianne Mason Allor Name & Address:	
	Name & Address IS	
	Name & Address: D.S. PD. S DATE D	
	The foregoing instrument was acknowledged before me this 16th day of March , 1992 , by Angela Frances Thigpen f/k/a Angela Thigpen Harding	
	who is personally known to me or who has produced <b>Drivers Licenses</b> as identification and who <b>did</b> not take an oath.	
	Print Name: Marianne Mason	
WD-1 11/91	Notally Funda     H. Sewell     My Commission Expires:     4740     4740       RECORD & RETURN TO:     My Commission Expires:     14760     4740     4750       Lawyers Title Agency of North Florida, Inc.     55 Bouth Baylen Streat     14760     4740     4750       Pensacola, Florida 32501     File No: 33-39875     14760     14760     14760     14760	

March 5, 2020

Petition form signed by all property owners ABUTTING the portion of right of way to be vacated.

Neighbors in agreement with Vacation of Right of Way at 1500 Block E. Belmont Street

Kendall G. Wilder is seeking possession of 10' of the Right of Way on the South West corner of 16<sup>th</sup> avenue and E. Belmont Street.

Phone	850-0766			
Signature	Caree Lilles			
Address	1462 Central Auny July Breeze 72	3017. 16 The anone Pensarala, 713250		
Name	Conol Luber			

6/1/2018

#### Pensacola, FL Code of Ordinances

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

#### TABLE 12-2.2

#### **REGULATIONS FOR THE MEDIUM DENSITY RESIDENTIAL ZONING DISTRICTS**

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

#### Pensacola, FL Code of Ordinances

Maximum Building Height35 feet35 feet(Except as provided(Except as provided(Except as providedin Sec. 12-2-39)in Sec. 12-2-39)in Sec. 12-2-39)

\* The front yard depths in the R-1AA and R-1A districts shall not be less than the average depths of all front and street side yards located on either side of the block face, up to the minimum yard requirement; in case there are no other dwellings in the block, the front yard depths shall be no less than the footages noted.

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

\*\*\* All future residential development on parcels changed to a Medium Density Residential (MDR) zoning district via the passage of Ord. No. 23-16, effective on August 18, 2016, shall be considered legal non-conforming and may utilize the R-1A zoning district standards applicable to lot width, lot area and setbacks.

Standards	R-1B		
	Single Family Detached	Two-Family Attached (Duplex)	**Single Family Attached (Townhouses)
Maximum Residential Gross Density	8.7 units per acre	11.6 units per acre	17.4 units per acre
Minimum Yard	(Minimum Buil	ding Setbacks)	
Requirements	10 1	feet	
*Front Yard	5 feet		
Side Yard	. 10 feet		
Rear Yard			
Off-Street Parking	1 space/unit		
Maximum Building	45 feet (Except as provideo		
Height			-

#### TABLE 12-2.3

VACAILON OF ALLEY Fee: \$2,000.00 Rehearing/Rescheduling Planning I Rehearing/Rescheduling City Counc	OR STREET RIGHT OF WAY Board: \$250.00 cil: \$500.00	
Applicant Information: Name: Address: Phone: <u>850-698-021</u>	rue Parkway, Quer brees,	e,71.32563 DI Cinnisfreehotels.com
Property Information: Owner Name: Cou Location/Address: 301 M.	rol F. Ruben 16th avenue, Pensacola, 76:	32501
Purpose of vacation of city right of the interval	*	
I, the undersigned applicant, undersi request and that no refund of these f I must be present on the late of the Signature of Applicant (Owner of Property or Official Repr	and that submittal of this application does not entitle me to application be made. I have reviewed a copy of the applicable re Planning Board and City Council meeting. $3/6/202$ Date csentative of Owner)	pproval of this vacation gulations and understand that
I must be present on the date of the Signature of Applicant	Planning Board and City Council meeting. $3/6/202$ Date Date	pproval of this vacation gulations and understand that
I must be present on the date of the Signature of Applicant	Case Number:	pproval of this vacation gulations and understand that

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# CAROL RUBEN 1462 Central Parkway Gulf Breeze, FL 32563

March 6, 2020

Re: 301 North 16<sup>th</sup> Avenue Pensacola, Florida 32501 Account #140297000 Ref: #000S009025110053 Legal Description: LT 11 BLK 53 NEW CITY TRACT OR 6322 P 1353 OR 8143 P 1492 CA 42

TO WHOM IT MAY CONCERN:

I, Carol Ruben, am the owner of the above referenced property. I would like to join Mr. Ken Wilder in his application in asking the City of Pensacola to vacating 10 ft of the easement along 16<sup>th</sup> Avenue and my property line.

Thank you in advance for your consideration and approval of the above.

Respectfully,

When

Carol Ruben

Recorded in Public Records 05/02/2008 at 04:37 PM OR Book 6322 Page 1353, Instrument #2008033986, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$10.00 Deed Stamps \$350.00

Prepared by and return to: Stephens Law Firm, P.A. 4507 Furling Lane, Suite 210 Destin, FL 32541 850-837-7135 File Number: 2008-11

[Space Above This Line For Recording Data]

## **Quit Claim Deed**

This Quit Claim Deed made this 24th day of April, 2008 between Lisa R. Dempsey, a single woman, whose post office address is 301 N 16<sup>th</sup> Avenue, Pensacola, Florida 32501, grantor, and Carol F. Ruben and Robert M. Ruben, wife and husband whose post office address is 1462 Central Pkwy, Gulf Breeze, FL 32563, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in Escambia County, Florida to-wit:

Lot 11, Block 53, of the New City Tract, according to Watson's Map in 1906 according to the Map of City of Pensacola, County of Escambia, Florida.

#### Parcel Identification Number: 000S009025110053

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

State of Florida County of Escambia

The foregoing instrument was sworn to and subscribed before me this 24<sup>th</sup> day of April, 2008 by Lisa R. Dempsey, who [ ] is personally known or [ ]has produced a driver's license as identification.

Susan S. Hinofe Notary Public

Notary Public State of Florida Commission No. DD320728 Expires June 21, 2003

25			STATE OF FLORIDA		
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E.	DECEDENT IN	FORMATION	DATE F	ILED: JULY 16, 2019	Ŧ
<b>N</b>	NAME: ROBER	T M RUBEN			
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Ŧ	Kin	, STAT	E REGISTRAR		•••••
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entra mo	*	3 9 1 8 8 8 3 7 *			

STATE OF FLORIDA THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIF BUREAU of VITAL STATISTICS ERTIFICATION OF DEATH DATE ISSUED: JULY 16, 2019 STATE FILE NUMBER: 2019111164 DECEDENT INFORMATION DATE FILED: JULY 16. 2019 NAME: ROBERT M RUBEN SEX: MALE AGE: 075 YEARS DATE OF DEATH: JULY 6, 2019 SSN: \*\*\*-\*\*-6322 DATE OF BIRTH: OCTOBER 3, 1943 BIRTHPLACE: PENSACOLA, FLORIDA, UNITED STATES PLACE WHERE DEATH OCCURRED: DECEDENT'S HOME FACILITY NAME OR STREET ADDRESS: 1462 CENTRAL PARKWAY LOCATION OF DEATH: GULF BREEZE, SANTA ROSA COUNTY, 32563 RESIDENCE: 1462 CENTRAL PARKWAY, GULF BREEZE, FLORIDA 32563, UNITED STATES COUNTY: SANTA ROSA OCCUPATION, INDUSTRY: SALESMAN, REAL ESTATE EVER IN U.S. ARMED FORCES?YES EDUCATION: ASSOCIATE DEGREE HISPANIC OR HAITIAN ORIGIN? NO, NOT OF HISPANIC/HAITIAN ORIGIN RACE: WHITE SURVIVING SPOUSE / PARENT NAME INFORMATION (NAME PRIOR TO FIRST MARRIAGE, IF APPLICABLE) MARITAL STATUS: MARRIED SURVIVING SPOUSE NAME: CAROL DEMPSEY ROBERT DANOR RUBEN FATHER'S/PARENT'S NAME: MOTHER'S/PARENT'S NAME: DOROTHY UDELL INFORMANT, FUNERAL FACILITY AND PLACE OF DISPOSITION INFORMATION INFORMANT'S NAME: CAROL RUBEN RELATIONSHIP TO DECEDENT: WIFE INFORMANT'S ADDRESS: 1462 CENTRAL PARKWAY, GULF BREEZE, FLORIDA 32563, UNITED STATES FUNERAL DIRECTOR/LICENSE NUMBER: BRIAN MORRIS, F077911 FUNERAL FACILITY: HARPER-MORRIS MEMORIAL CHAPEL F040431 2276 AIRPORT BLVD, PENSACOLA, FLORIDA 32504 METHOD OF DISPOSITION: BURIAL PLACE OF DISPOSITION: BAYVIEW MEMORIAL PARK PENSACOLA, FLORIDA **CERTIFIER INFORMATION** MEDICAL EXAMINER CASE NUMBER: NOT APPLICABLE TYPE OF CERTIFIER: CERTIFYING PHYSICIAN DATE CERTIFIED: JULY 15, 2019 TIME OF DEATH (24 HOUR): 0558 CERTIFIER'S NAME: NICHOLAS DRAKE CERTIFIER'S LICENSE NUMBER: ME135482 NAME OF ATTENDING PHYSICIAN (IF OTHER THAN CERTIFIER): NOT ENTERED The first five digits of the decedent's Social Security Number has been redacted pursuant to §119.071(5), Florida Statutes , STATE REGISTRAR REQ: 2020652877 THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE. E GENTIFIES THAT THIS IS A THUE AND CONNECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE. THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH WATERMARKS OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO, NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATER MARKS. THE DOCUMENT FACE CONTAINS A MULTICOLORED BACKGROUND, GOLD EMBOSSED SEAL, AND THERMOCHROMIC FL. THE BACK CONTAINS SPECIAL LINES WITH TEXT. THE DOCUMENT WILL NOT PRODUCE A COLOR COPY. WARNING: A COLOR COPY DH FORM 1946 (03-13)



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CERTIFICATION OF VITAL RECORD

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#### 3/6/2020

#### ESCPA - 301 N 16TH AVE 32501

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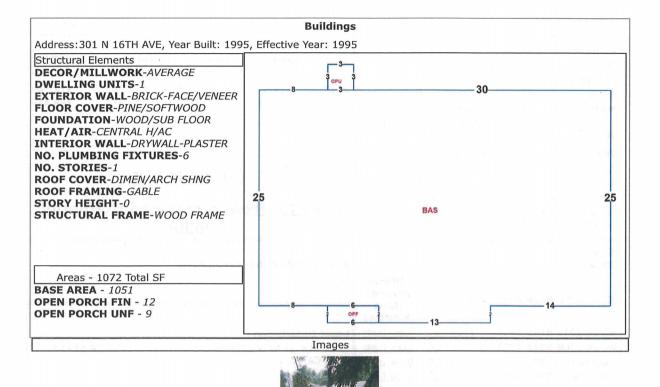
Source: Escambia County Property Appraiser

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						Resto	re Full Version
General Inform	nation		Assess	ments	4		
Reference:	000\$009025110053		Year	Land	Imprv	Total	Cap Val
Account:	140297000		2019	\$15,510	\$60,937	\$76,447	\$76,447
Owners:	RUBEN CAROL F		2018	\$15,510	\$57,274	\$72,784	\$72,784
	1462 CENTRAL PKWY		2017	\$15,510	\$52,949	\$68,459	\$68,459
Mail:	GULF BREEZE, FL 32						
Situs:	301 N 16TH AVE 325						
Use Code:					<b>Disclaim</b>	ner	
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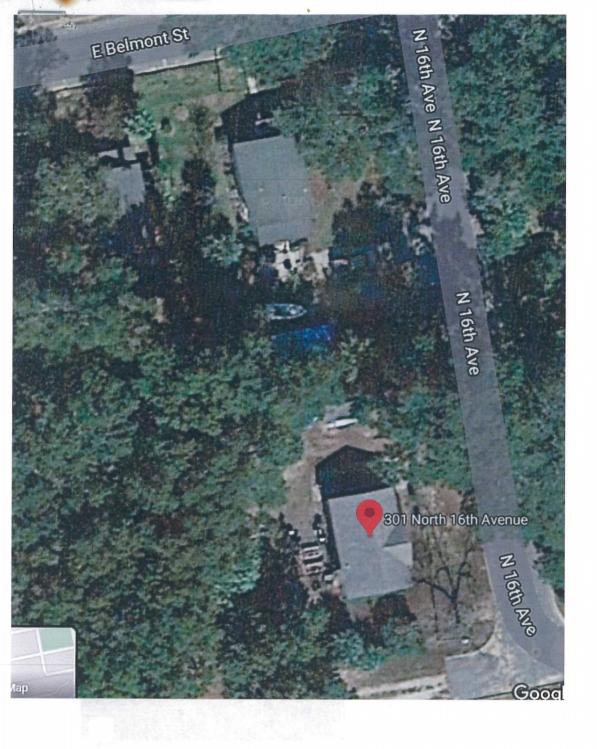
www.escpa.org/CAMA/Detail\_a.aspx?s=000S009025110053

1/2



The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

8/15/16



PON



**General Notice** - Litigation accounts are not considered delinquent and payments are not due. To see the range of accounts in litigation, click here.

	97-000		Parcel details	Latest bi	III 💼 V	/iew/Print ful	l bill history	Print this
	2019	2018	2017	2016		2008		
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			Print Paid Bill	<b>P</b>				
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		EZE, FL 3256	33					
	Situs: 301 N 16T							
	umber: 14-0297-00 te Key: 7227	00						
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https://escambia.county-taxes.com/public/real\_estate/parcels/14-0297-000

82

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#### Scott Lunsford, CFC · Escambia County Tax Collector F facebook.com/ECTaxCollector y twitter.com/escambiatc EscambiaTaxCollector.com **REAL ESTATE** 2019 TAXES Notice of Ad Valorem and Non-Ad Valorem Assessments SCAN TO PAY ONLINE 011 MILLAGE CODE ESCROW CODE **PROPERTY REFERENCE NUMBER** ACCOUNT NUMBER 14-0297-000 16 CL-0011883 000S009025110053 **PROPERTY ADDRESS: EXEMPTIONS:** 301 N 16TH AVE

RUBEN CAROL F 1462 CENTRAL PKWY GULF BREEZE, FL 32563

AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY PUBLIC SCHOOLS	6.6165	76,447	0	76,447	505.81
BY LOCAL BOARD	2.0990	76,447	0	76,447	160.46
BY STATE LAW	3.9440	76,447	0	76,447	301.51
PENSACOLA	4.2895	76,447	0	76,447	327.92
WATER MANAGEMENT	0.0327	76,447	0	76,447	2.50
M.S.T.U. LIBRARY	0.3590	76,447	0	76,447	27.44

	TOTAL MILLAGE	17.3407 NON		ASSESSMENTS	TAXES \$1,325.64
LEGAL DE	SCRIPTION	TAXING AUTHORITY			AMOUNT
T 11 BLK 53 NEW CITY TRACT OR 6322 P 1353 OR 8143 P 1492 CA 42		SW STORMWATER(CITY OF			31.79
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	at EscambiaTax ust be in U.S. funds drawn		COMBINED TA	XES AND ASSESSIV	IENTS \$1,357.43
If Paid By Please Pay	Nov 30, 2019 <b>\$0.00</b>				
		RETAIN FOR YOUR REC	ORDS		
		Make checks paya Scott Lunsfor Escambia County Tax	d, CFC	Payments in U.S. fur PAY ONLY O	
ACCOUNT NU 14-0297-00		P.O. BOX 1312 PENSACOLA, FL 3	2	AMOUNT IF PAID BY	Nov 30, 2019 0.00
PROPERTY AD		Pay online at EscambiaTax	Collector.com	AMOUNT IF PAID BY	
				AMOUNT IF PAID BY	
IBEN CAROL F 62 CENTRAL PKW				AMOUNT IF PAID BY	
JLF BREEZE, FL 3	32563			AMOUNT IF PAID BY	PLE. OR MUTILATE

Memorandum

File #: 20-00206	Planning Board	5/12/2020		
TO:	Planning Board Members			
FROM:	Cynthia Cannon, AICP, Assistant Planning Director			
DATE:	5/5/2020			

## SUBJECT:

Request for Zoning Map and Future Land Use Map Amendment 1421 Sonia Street

## BACKGROUND:

Joe Meeks is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 1421 Sonia Street and identified by parcel number 00-0S-00-9080-012-201. The property is currently split zoned with R2-B, Multiple Family Zoning District and CO, Conservation Zoning District and the existing Future Land Use Map (FLUM) designation is HDR, High Density Residential and CO, Conservation. The applicant is proposing to amend the zoning district to R-1AA, Residential Zoning District and the FLUM to MDR, Medium Density Residential which is consistent with the surrounding neighborhood.

Existing Zoning	Proposed Zoning	Ŭ	Proposed FLUM	Lot Size
R-2B & CO	R-1AA	HDR & CO	MDR	.52

- R-2B (<u>existing</u> zoning). The R-2B zoning district is established to provide for the efficient use
  of land for multifamily residential development. As a buffer between low and medium density
  residential developments and commercial, industrial, major transportation arteries, or other
  uses that are not compatible with a low-density residential environment, the R-2B zoning
  district shall encourage the establishment and maintenance of a suitable residential
  environment for high-density housing. The zoning regulations are intended to provide for
  development criteria to maintain a high standard of quality in development of multifamily
  housing.
- CO (*existing* zoning) The conservation land use district is established to preserve open space as necessary for protecting water resources, preserving scenic areas, preserving historic sites, 84

File #: 20-00206

providing parklands and wilderness reserves, conserving endemic vegetation, preventing flood damage and soil erosion.

- R-1AA (*proposed* zoning) The low density residential land use district is established for the purpose of providing and preserving areas of single-family, low intensity development at a maximum density of four and eight-tenths (4.8) dwelling units per acre in areas deemed suitable because of compatibility with existing development and/or the environmental character of the areas.
- HDR (*existing* FLUM) 35 or fewer residential dwelling units per acre allowed pursuant to lot coverage, landscape area, parking and recreational area development requirements provided in the adopted Land Development Code.
- CO (*existing* FLUM) The Conservation Land Use District is established to preserve open space as necessary for protecting water resources, preserving scenic areas, preserving historic sites, providing parklands and wilderness reserves, conserving endemic vegetation, preventing flood damage and soil erosion. This future land use category shall apply to environmentally sensitive areas identified on the Future Land Use Map and protected from development pursuant to site plan review.
- MDR (*proposed* FLUM) 18 or fewer residential dwelling units per acre.

The existing split zoning is the result of actions made by the current property owners in their efforts for post-Ivan redevelopment. The intent was to reestablish the non-conforming multi-family residential development destroyed by Hurricane Ivan. The owners requested a change from the *previous* R-1AA to the current R-2B. The Conservation easement on the east side served to "cut off the eastern migration of the R-2B zoning" and ensure the R-2B would not extend beyond the subject property. City Council approved the requests in Ord 23-09 and Ord 22-09.

Mr. Meeks' intent in seeking this request is to allow for the continued use of the property as a single-family residence without the potential restrictions of the Conservation zoning district. The existing single-family residence is bisected by the zoning district. As such, questions arise as to the scope of work which can be performed on the portion of the residence located within the Conservation district. Although the Ordinance has a provision to administratively shift a zoning line when it bisects a parcel, the applicant, as well as the lender and title companies involved with the pending property transaction, prefer to have the entire existing structure located wholly within the residential zoning district. With this application, the original R-1AA would be re-instated across the entire subject area as presented.

This request has been routed through the various City departments and utility providers. Those comments are attached for your review.

## Review Routing Project: 1421 Sonia St Rezoning

Department:	Comments:
FIRE	No objections.
PW/E	No objections.
InspSvcs	No objections.
ESP	No objections.
ECUA	No objections.
GPW	No comments.
ATT	No objections.

From: Sent: To: Subject: Annie Bloxson Wednesday, April 8, 2020 3:02 PM Cynthia Cannon RE: Rezoning - 1421 Sonia Street

Good Afternoon,

I do not oppose the rezoning of 1421 Sonia Street.

Respectfully,

## **Annie Bloxson**

Fire Marshal Visit us at <u>PensacolaFire.com</u> 475 E. Strong St. Pensacola, FL 32501 Office: 850.436.5200 <u>abloxson@cityofpensacola.com</u>



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

From: Cynthia Cannon <CCannon@cityofpensacola.com>

Sent: Wednesday, April 8, 2020 2:40 PM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T)

From:	Derrik Owens
Sent:	Wednesday, April 8, 2020 4:02 PM
То:	Cynthia Cannon
Subject:	RE: Rezoning - 1421 Sonia Street

PW&F has no objection to the subject request...

From: Cynthia Cannon <CCannon@cityofpensacola.com>

Sent: Wednesday, April 8, 2020 2:40 PM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>

Subject: Rezoning - 1421 Sonia Street

Good Afternoon All,

Please review and comment on the attached request before the Planning Board for a rezoning at 1421 Sonia Street. Please provide comments **by close of business on Wednesday, April 15 2020**.

Thank you!

## Cynthia Cannon, AICP

Assistant Planning Director Visit us at <u>http://cityofpensacola.com</u> 222 W Main St. Pensacola, FL 32502 Office: 850.435-1670 ccannon@cityofpensacola.com



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

From:Diane MooreSent:Wednesday, April 15, 2020 8:21 AMTo:Cynthia CannonSubject:RE: Rezoning - 1421 Sonia Street

Pensacola Energy has no comment on the rezoning request.

Thanks, Diane

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

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



For Non-Emergency Citizen Requests, Dial 311 or visit Pensacola311.com

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#### From: Cynthia Cannon <CCannon@cityofpensacola.com>

Sent: Wednesday, April 8, 2020 2:40 PM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>

Subject: Rezoning - 1421 Sonia Street

Good Afternoon All,

Please review and comment on the attached request before the Planning Board for a rezoning at 1421 Sonia Street. Please provide comments **by close of business on Wednesday, April 15 2020**.

From:	Andre Calaminus <andre.calaminus@ecua.fl.gov></andre.calaminus@ecua.fl.gov>
Sent:	Friday, April 10, 2020 10:09 AM
То:	Cynthia Cannon
Subject:	[EXTERNAL] RE: Rezoning - 1421 Sonia Street

#### THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Good morning Cynthia,

The rezoning of the subject parcel from R-2B and CO to R-1AA does not appear to have any impact on ECUA's operations, therefore, ECUA Engineering has no comment at this time.

Thank you,

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

From: Cynthia Cannon <CCannon@cityofpensacola.com> Sent: Wednesday, April 8, 2020 2:40 PM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>

Subject: Rezoning - 1421 Sonia Street

#### \*\*WARNING: This is an external email --- DO NOT CLICK links or attachments from unknown senders \*\*

Good Afternoon All,

Please review and comment on the attached request before the Planning Board for a rezoning at 1421 Sonia Street. Please provide comments **by close of business on Wednesday, April 15 2020**.

Thank you!

## Cynthia Cannon, AICP

Assistant Planning Director Visit us at <u>http://cityofpensacola.com</u> 222 W Main St. Pensacola, FL 32502

From:	SAUERS, BRAD <bs5403@att.com></bs5403@att.com>
Sent:	Wednesday, April 8, 2020 3:02 PM
То:	Cynthia Cannon
Subject:	[EXTERNAL] FW: Rezoning - 1421 Sonia Street
Attachments:	1421 Sonia St. rezoning application Combined.pdf

#### THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

AT&T has no objection to the rezoning.

#### **Brad Sauers**

Manager – OSP Plng and Eng Technology Operations

AT&T – Bellsouth Telecommunications, LLC 605 W Garden St, Pensacola, FL 32502 o 850.436.1495 <u>bs5403@att.com</u>

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From: FENNER, KARL L <kf5345@att.com> Sent: Wednesday, April 8, 2020 2:48 PM To: SAUERS, BRAD <bs5403@att.com> Subject: FW: Rezoning - 1421 Sonia Street

#### **Karl Fenner**

Area Manager – OSP Plng and Eng Access Construction & Engineering, AL/NWFL OSPC/E + SER PDT/SOC

#### AT&T – BellSouth Telecommunications, LLC 605 W Garden St, Pensacola, FL 32502

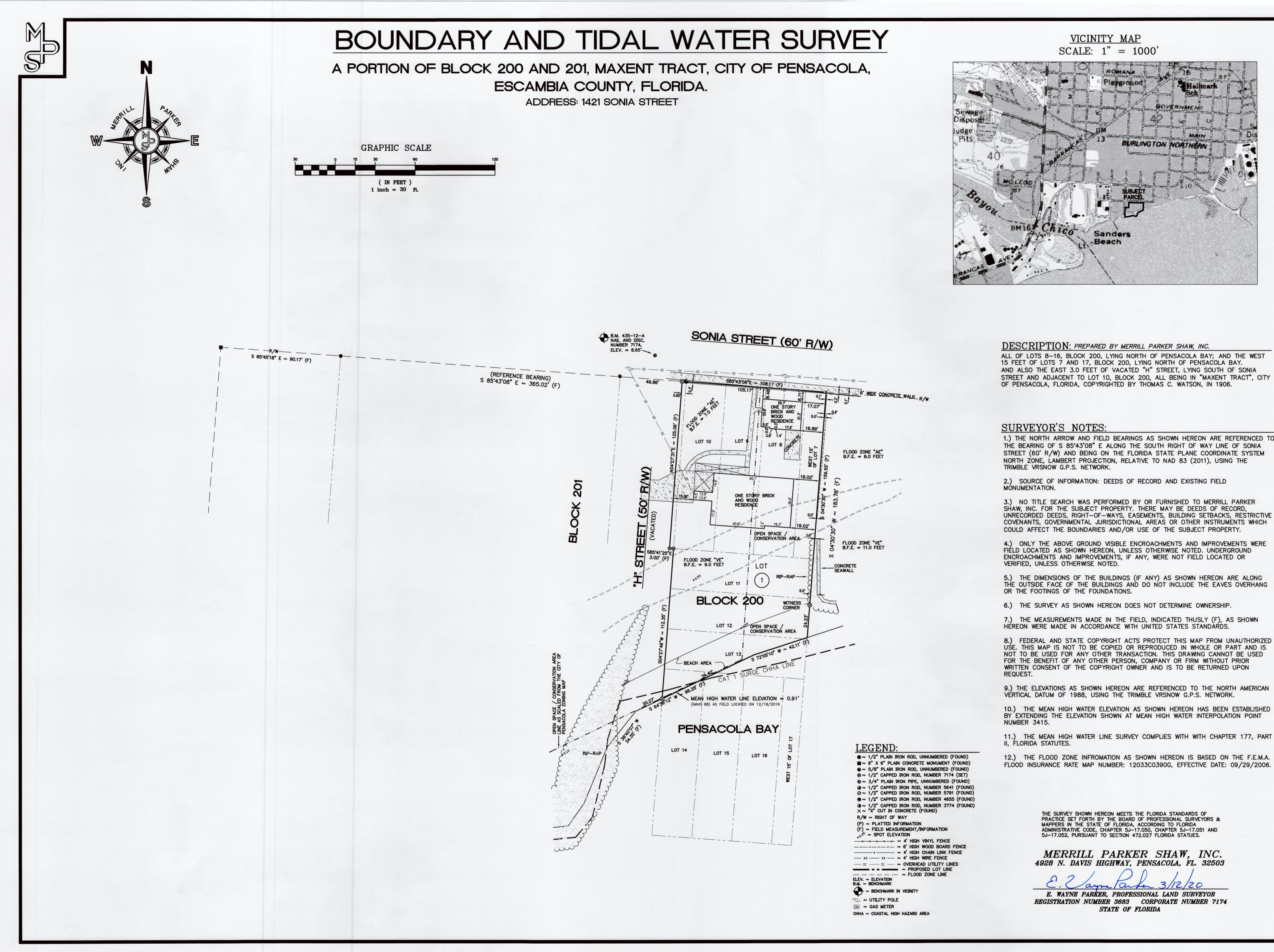
m 850-393-2318 | o 850.436.1485 | <u>kf5345@att.com</u>

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From: Cynthia Cannon <<u>CCannon@cityofpensacola.com</u>> Sent: Wednesday, April 8, 2020 2:40 PM

**To:** Amy Hargett <<u>ahargett@cityofpensacola.com</u>>; Andre Calaminus (ECUA) <<u>andre.calaminus@ecua.fl.gov</u>>; Annie Bloxson <<u>ABloxson@cityofpensacola.com</u>>; Bill Kimball <<u>bkimball@cityofpensacola.com</u>>; Brad Hinote <<u>bradhinote@cityofpensacola.com</u>>; Brian Cooper <<u>bcooper@cityofpensacola.com</u>>; Chris Mauldin

Date Postcards mailed:Planning Board Date:Recommendation:GG# 1868 50 GG# 1868 50 Committee Date:Council Action:Council Action:COUNCIL Date:COUNCIL DATE:	REZONING         Please check application type:         Conventional Rezoning         Application Fee: \$2,500.00         Rehearing/Rescheduling (Planning Board): \$250.00
Phone: <u>350-572-2694</u> Fax:	Applicant Information:
Property Information:         Owner Name:       BAYGHORE BOYZZ, LLC       Phone: 850-71/2-88444         Location/Address:       1421       SON/A ST, PENSALOLA, 32.502         Parcel ID: O. O. O. O. O. O. O. O. I. Q. Q. O. I. Acres/Square Peet:	Address: 7874 BEULAH RD. PENSA-COLA, 32526
Owner Name:       BAYS HORE BOY 22, LAC       Phone: 350-7/2-88444         Location/Address:       //21       SON/A ST. DENSALOLA, 32502         Parcel ID: O O. O S. O O. 9 O S O. O I Q. 2 O I Acres/Square Feet:       Zoning Classification: Existing R:28, CO       Proposed R:1AA         Future Land Use Classification: Existing HDR, CO       Proposed R:1AA       Proposed R:1AA         Future Land Use Classification: Existing HDR, CO       Proposed MDR         Reason Rezoning Requested:       Appl1: CANT/BuyER N       INTERVAL         EXIST:       And Declassification: Existing HDR, CO       Proposed MDR         Huter Land Use Classification: Existing HDR, CO       Proposed MDR       Here         Keason Rezoning Requested:       Appl1: CANT/ BuyER P. INTERVAL       Coccupy         HTE AA ZON/NQ Awad the Change Encome Resource and build. NEW ANA REquest       Required Attachments:       (A) Full legal description of property (from deed or survey)         (B) General location map with property to be rezoned indicated thereon       Maxmon K.coX       Maxmon K.coX         Matter Brow information, together with all other attachments thereto, is accurate and complete to the best of mu: Course Knowledge       Maxmon K.coX         Matter Brow information and of Macco       Maxmon K.coX       Maxmon K.coX       Maxmon K.coX         Matter Brow information       Courer Signature       Maxmon K.coX       Maxmon K.c	Phone: <u>850-572-2694</u> Fax: Email: <u>MEEKS 2222 @ A 01_F</u> COM
Location/Address: //22/ SOW/A ST. PENSALOKA, 32502 Parcel ID: 00.05.00.9080.012.201 Acres/Square Feet: Zoning Classification: Existing R-28, CO Proposed R-1AA Future Land Use Classification: Existing HDR, CD Proposed MDR Reason Rezoning Requested: Applicant / Buyes P. IN-EWGS to OCCUPY The DODERHY AS SINGLE FAMILY ONLY AND REQUEST R-1AA 2011NQ AWG the Charge From R-28 Avd CO 2011NG Required Attachments: (A) Full legal description of property (from deed or survey) (B) General location map with property to be rezoned indicated thereon The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other answers and information provided by me (us) as petitioner (s)/applicant (s) and beliet goff this. D1 day of Meccon. 2020 Stormer Signature Diversity of Meccon. 2020 Stormer Name (Print) Sworn to and subscribed to before me this A day of Marcan. 20 Zo Name: MARAMA Marcan Mercenter (Commission Expires: 2/15/2022 Proceeding) Sworn to and subscribed to before me this A day of Marcan. 20 Zo Name: Markad Marcan Mercenter (Commission Expires: 2/15/2022 Proceeding) Sworn to and subscribed to before me this A day of Marcan. 20 Zo Name: Markad Marcan Mercenter (Commission Expires: 2/15/2022 Proceeding) Sworn to and subscribed to before me this A day of Marcan. 20 Zo Name: Markad Marcan Mercenter (Commission Expires: 2/15/2022 Proceeding) Sworn to and subscribed to before me this A day of Marcan. 20 Zo Name: Markad Marcan Proceeding Commission Expires: 2/15/2022 Proceeding Procee	
Parcel ID: O.O.S.O.O.S.O.O. 9.O.S.O.O.Proposed_R1AA Zoning Classification: Existing R-26, CO Proposed_R1AA Future Land Use Classification: Existing HDR, CD Reason Rezoning Requested:Applicant+/Buyge.R. IN+ENCLS to OCCUPY HE_OROPEIHA AS SINGLE FANILY ONLY AND READENTED Resuined Attachments: (A) Full legal description of property (from deed or survey) (B) General location may with property to be rezoned indicated thereon The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief asoft his_131' day of Maccu Applicant Signature <u>Jock MEEKS</u> Applicant Name (Print) Swom to and subscribed to before me this 1/8 day of MacCM_ 20 Z0 Name: <u>MANDAM MACM</u> <u>FOR OFFICE USE ONLY</u> Council District: Date Received: Case Number: Nrgentesion Expires <u>OUTARE</u>	Owner Name: BAYSHORE BOY ZZ, LLC Phone: 850-712-8844
Zoning Classification: Existing K-2B, CO       Proposed R-1AA         Future Land Use Classification: Existing HDR, CO       Proposed MDR.         Reason Rezoning Requested:	
Future Land Use Classification: Existing HDR., CD       Proposed MDR         Reason Rezoning Requested:       Applic A NT/ BULY E. INTENds to Occupy         HE OROPELLA AS SINGLE FAMILY ONLY AND RENOUNTER the function of the second to th	
Reason Rezoning Requested: <u>Applicant/Buyer</u> R INTERds to Occupy <u>the Onoperty As Single FAWily Only And Re-NovAte the</u> <u>Existing Staucture on clewo And build New And Reguest</u> <u>Reason Rezoning Awd the chawge From Re-2B And CO Zoning</u> Required Attachments: (A) Full legal description of property (from deed or survey) (B) General location map with property to be rezoned indicated thereon The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this. 13th day of <u>March</u> <u>Applicant Signature</u> <u>Job MEEKS</u> Applicant Name (Print) Sworn to and subscribed to before me this <u>13</u> day of <u>March</u> , 20 <u>Zo</u> Name: <u>Makugy March</u> <u>Curre Commission Expires</u> : <u>21/15/2072</u> , p. <u>6000</u> Name: <u>Makugy March</u> <u>Curre Commission Expires</u> : <u>21/15/2072</u> , p. <u>6000</u> <u>Numer Signature</u> <u>Council District</u> <u>Date Received</u> : <u>Case Number</u> : <u>My Commission Expires</u> <u>02/15/2072</u>	da a
(B) General location map with property to be rezoned indicated thereon The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this. 13 <sup>th</sup> day of March 200 <sup>th</sup> 200 <sup>th</sup> My ComMuSSION # GG 202282 EXPINES: April 26, 20228 EXPINES: April 26, 2028 EXPINES: April	Reason Rezoning Requested: <u>AppliCANT/BUYER INTENds to OCCUPY</u> <u>The property As SINGLE FAMILY ONLY AND RENOVATE THE</u> EXISTING STRUCTURE OR CLEME AND build NEW AND REQUEST
in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge  And belief as of this. 131 day of March 2020  Applicant Signature  Toe MEEKS  Applicant Name (Print)  Sworn to and subscribed to before me this 13 day of March 2020  Name: My Commission Expires  FOR OFFICE USE ONLY  Council District: Date Received: Case Number: Case Number: Output to the print of	
Name:       Mapping       Commission Expires:       2/15/2020       P. GO         FOR OFFICE USE ONLY       May Commission Expires       02/15/2022         Council District:       Date Received:       Case Number:       02/15/2022	in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this day of Macch, 20 Applicant Signature JOE MEEKS Applicant Signature JOE MEEKS AMANDA K. COX Owner Signature JOE MEEKS AMANDA K. COX Owner Signature Suitz AMANDA K. COX EXPINES: April 26, 202282 EXPINES: April 26, 2022 Bonded Thru W-tary Public Urderwriters
Council District: Date Received: Case Number: 02/15/2022	Name: /mbuly An ( Umbury Crimcommission Expires: 2/15/20202 P. Good
Council District: Date Received: Case Number: 02/15/2022	wy Commission Expires
Date Postcards mailed:Planning Board Date:Recommendation:GG# 186850 Committee Date:Council Date:Council Action:COURDING	Council District: Date Received: Case Number: 02/15/2022
Committee Date: Council Action: Council Action:	Date Postcards mailed:Planning Board Date:Recommendation:GG# 186850
	Committee Date:      Council Date:      Council Action:         Second Reading:      Ordinance Number:



ALL OF LOTS 8-16, BLOCK 200, LYING NORTH OF PENSACOLA BAY; AND THE WEST STREET AND ADJACENT TO LOT 10, BLOCK 200, ALL BEING IN "MAXENT TRACT", CITY

1.) THE NORTH ARROW AND FIELD BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE BEARING OF S 85'43'08" E ALONG THE SOUTH RIGHT OF WAY LINE OF SONIA STREET (60' R/W) AND BEING ON THE FLORIDA STATE PLANE COORDINATE SYSTEM NORTH ZONE, LAMBERT PROJECTION, RELATIVE TO NAD 83 (2011), USING THE

UNRECORDED DEEDS, RIGHT-OF-WAYS, EASEMENTS, BUILDING SETBACKS, RESTRICTIVE COVENANTS, GOVERNMENTAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH

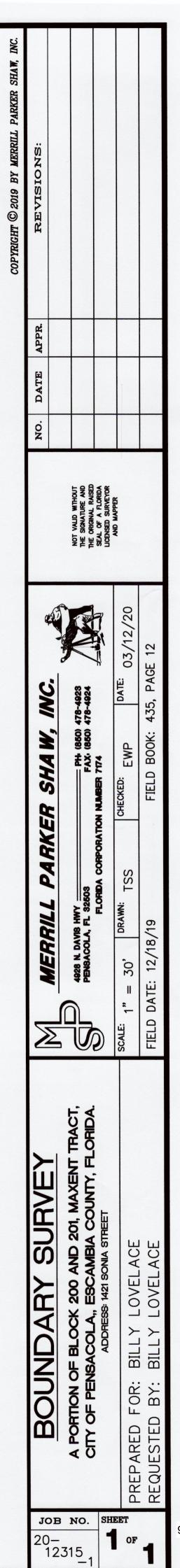
USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTION. THIS DRAWING CANNOT BE USED

9.) THE ELEVATIONS AS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN

BY EXTENDING THE ELEVATION SHOWN AT MEAN HIGH WATER INTERPOLATION POINT

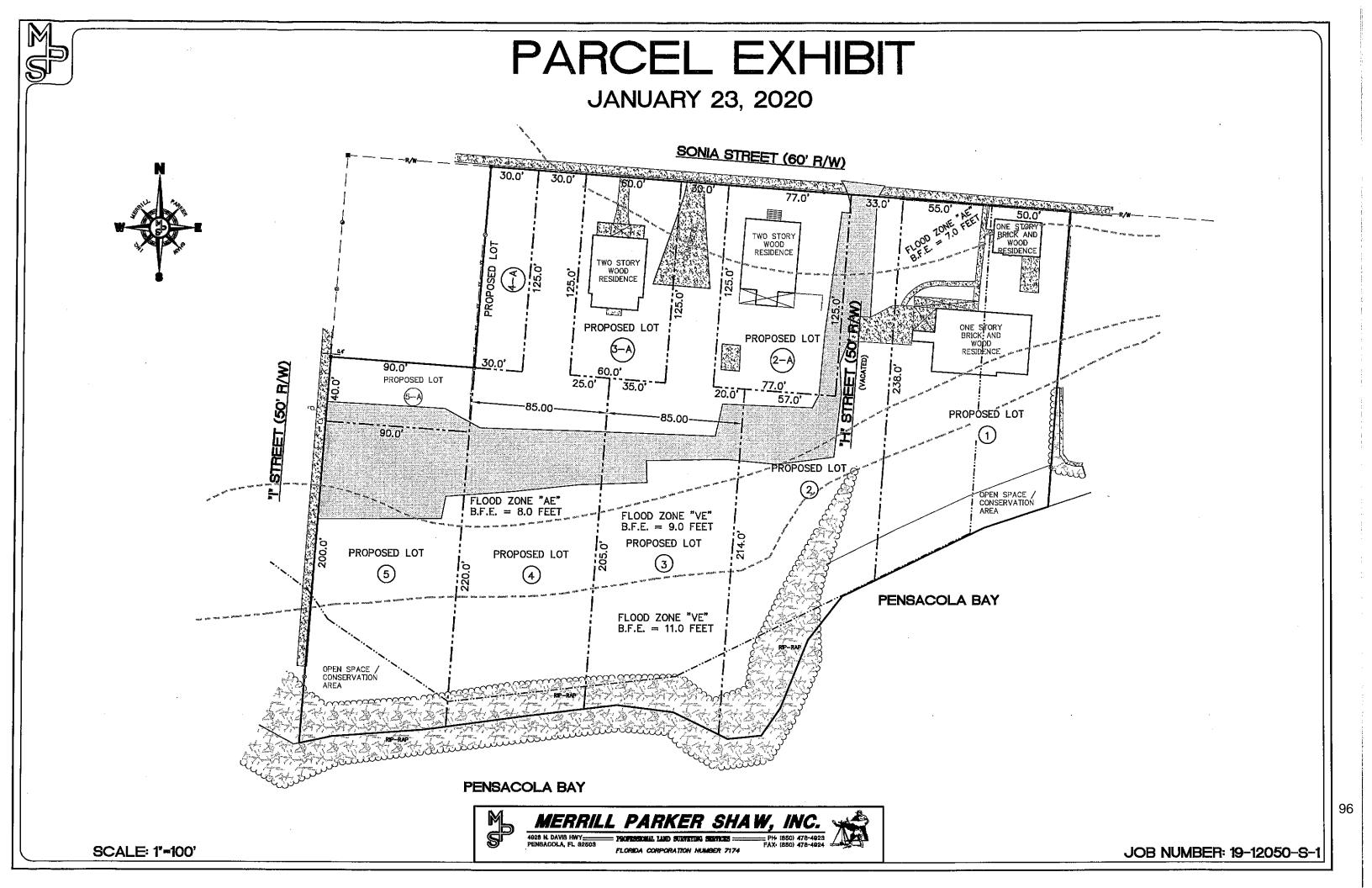
11.) THE MEAN HIGH WATER LINE SURVEY COMPLIES WITH WITH CHAPTER 177, PART

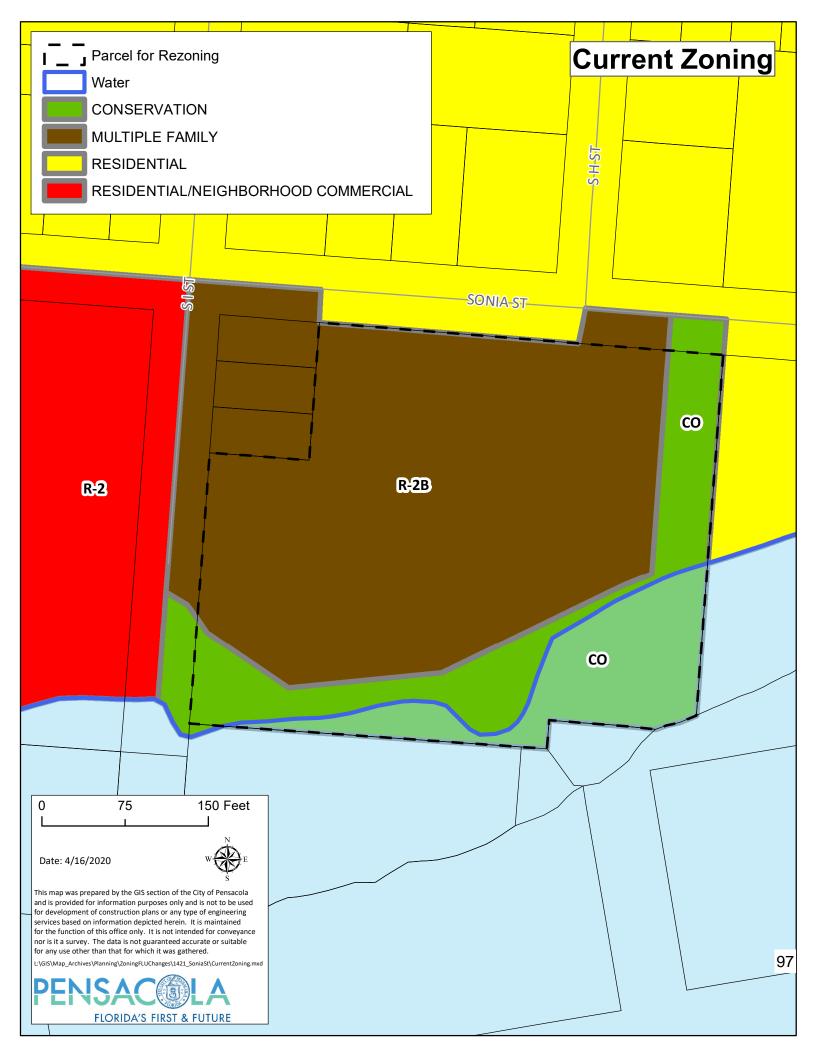
FLOOD INSURANCE RATE MAP NUMBER: 12033C0390G, EFFECTIVE DATE: 09/29/2006.

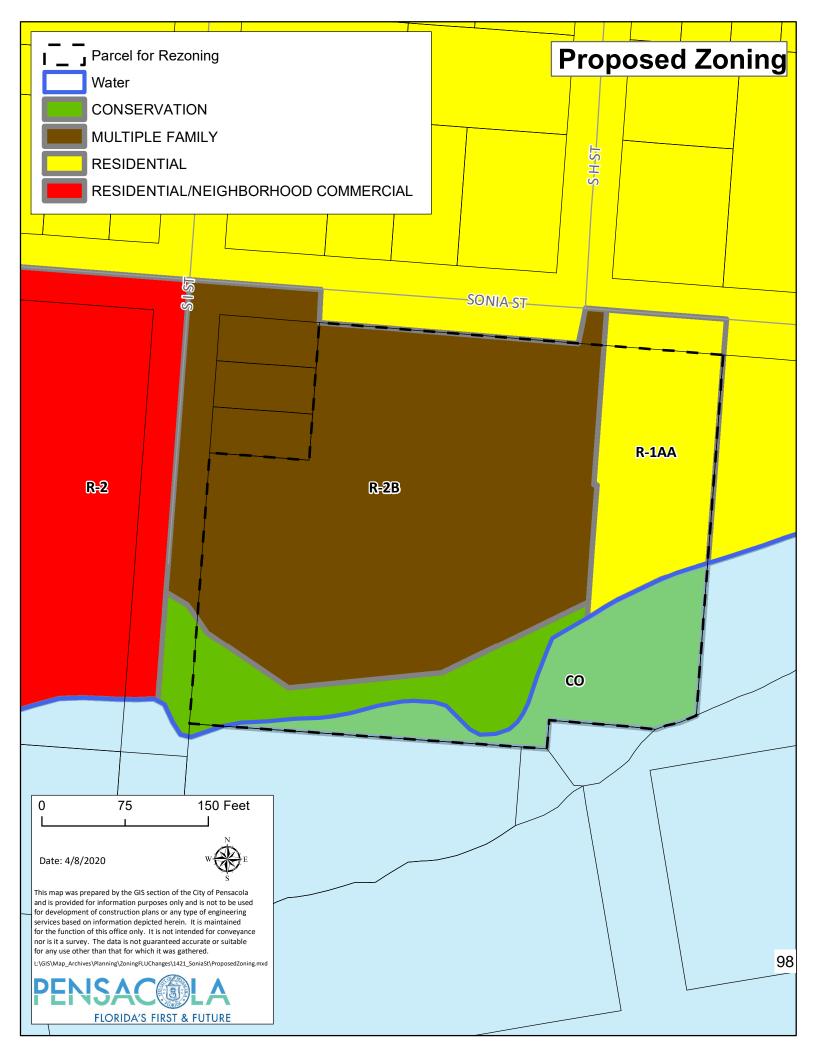


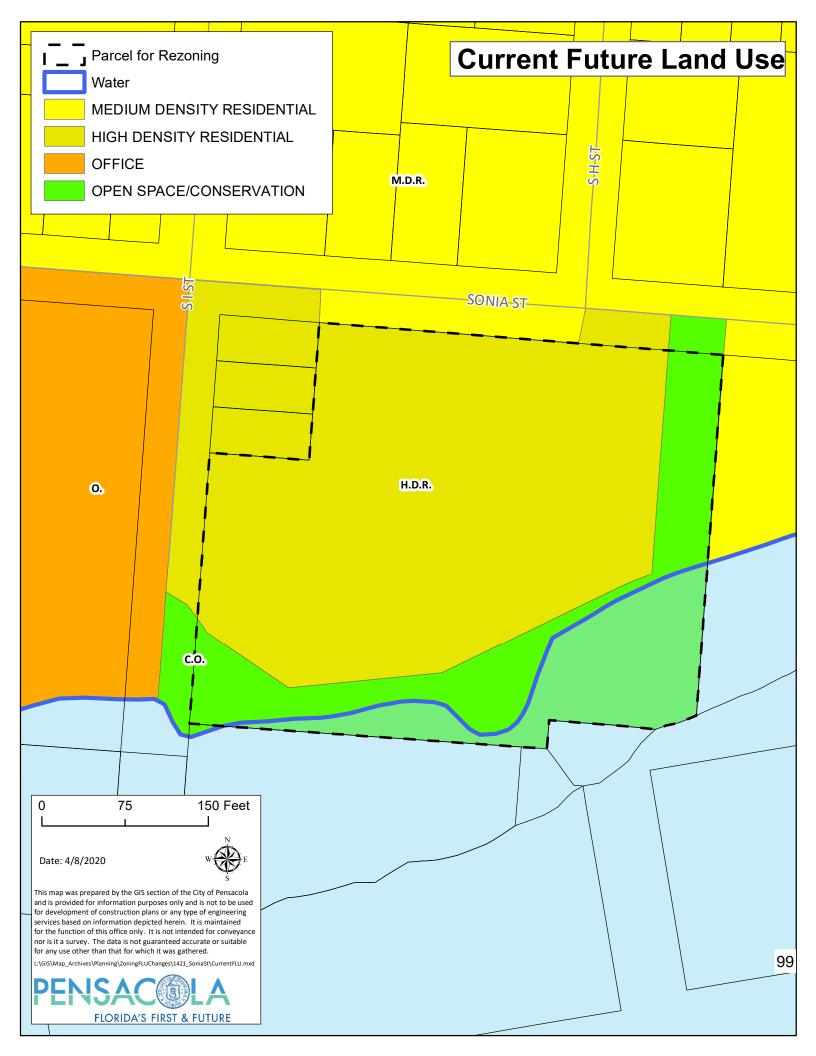
GoMaps 4.0

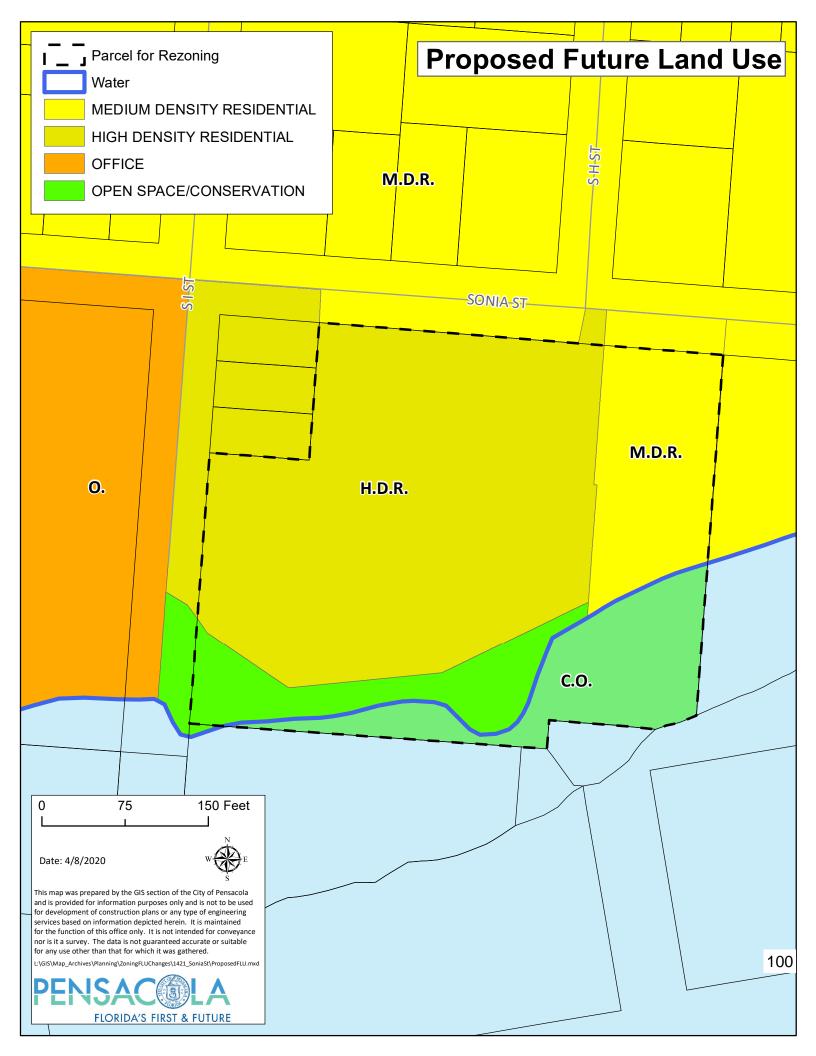








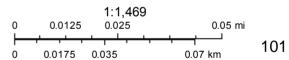




# GoMaps



April 23, 2020



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community Memorandum

File #: 20-00207	Planning Board	5/12/2020	
то:	Planning Board Members		
FROM:	Cynthia Cannon, AICP, Assistant Planning Director		
DATE:	5/5/2020		

## SUBJECT:

Request for Zoning Map and Future Land Use Map Amendment for 1700 BLK Lansing Drive

## BACKGROUND:

Susan Todaro and Carol Todd are requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 1700 BLK Lansing Drive and identified by parcel number 31-0S-30-1901-062-003. The property is currently zoned R-1AA, Residential Zoning District and the existing Future Land Use (FLU) designation is MDR, Medium Density Residential. The applicant is proposing to amend the zoning district to C-3, Commercial Zoning District and the FLU to Commercial.

Existing Zoning	Proposed Zoning	U U	Proposed FLUM	Lot Size
R-1AA	C-3	MDR	Commercial	.71

- R-1AA (*existing* zoning) The low density residential land use district is established for the purpose of providing and preserving areas of single-family, low intensity development at a maximum density of four and eight-tenths (4.8) dwelling units per acre in areas deemed suitable because of compatibility with existing development and/or the environmental character of the areas.
- C-3 (*proposed* zoning). The C-1 zoning district's regulations are intended to provide for conveniently supplying the immediate needs of the community where the types of services rendered and the commodities sold are those which are needed frequently. The C-1 zoning district is intended to provide a transitional buffer between mixed-use neighborhood commercial areas and more intense commercial zoning. The downtown and retail commercial (C-2A and C-2) zoning districts' regulations are intended to provide for major commercial areas intended primarily for retail sales and service establishments oriented to a general

File #: 20-00207

community and/or regional market. The C-3 wholesale and light industry zoning district's regulations are intended to provide for general commercial services, wholesale distribution, storage and light fabrication.

- MDR (*existing* FLU) 18 or fewer residential dwelling units per acre.
- Commercial (*proposed* FLU) The Commercial Land Use District is established for the purpose
  of providing areas of commercial development ranging from compact shopping areas to limited
  industrial/high intensity commercial uses. Conventional
  residential use is allowed as well as residential uses on upper floors above ground floor
  commercial or office uses and in other types of mixed-use development.

This request has been routed through the various City departments and utility providers. Those comments are attached for your review.

## Review Routing Project: 1700 BLK Lansing Rezoning

## Meeting: May 12, 2020 Comments Due: March 27, 2020

Department:	Comments:
FIRE	No objections.
PW/E	No objections.
InspSvcs	No objections.
ESP	No objections.
ECUA	No objections.
GPW	No comments.
ATT	No objections.

From: Sent: To: Subject: Annie Bloxson Tuesday, March 24, 2020 2:59 PM Cynthia Cannon RE: Rezoning - 1700 BLK Lansing

Good Afternoon,

I do not oppose to rezoning the 1700 BLK of Lansing.

Respectfully,

Annie Bloxson

Fire Marshal Visit us at <u>PensacolaFire.com</u> 475 E. Strong St. Pensacola, FL 32501 Office: 850.436.5200 <u>abloxson@cityofpensacola.com</u>



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

From: Cynthia Cannon < CCannon@cityofpensacola.com>

Sent: Tuesday, March 17, 2020 12:51 PM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>

From:	Derrik Owens
Sent:	Wednesday, April 1, 2020 2:24 PM
То:	Cynthia Cannon
Subject:	RE: Rezoning - 1700 BLK Lansing

PW&F has no objection to the request....

From: Cynthia Cannon <CCannon@cityofpensacola.com> Sent: Wednesday, April 1, 2020 2:09 PM To: Derrik Owens <DOwens@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com> Subject: FW: Rezoning - 1700 BLK Lansing

Any comments?

Cynthia Cannon, AICP Assistant Planning Director Visit us at http://citvofpensacola.com 222 W Main St. Pensacola, FL 32502 Office: 850.435-1670 ccannon@cityofpensacola.com



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#### Sent: Tuesday, March 17, 2020 12:51 PM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <br/>
shimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <brack</p> <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <<u>HLindsay@cityofpensacola.com>; Jonathan Bilby</u><JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <<u>RNovota@cityofpensacola.com</u>>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com> Cc: Paul A Kelly(GIS) < PAKelly@cityofpensacola.com>

Subject: Rezoning - 1700 BLK Lansing

From: Sent: To: Subject: Jonathan Bilby Wednesday, April 1, 2020 3:39 PM Cynthia Cannon; Derrik Owens RE: Rezoning - 1700 BLK Lansing

No issues.

From: Cynthia Cannon
Sent: Wednesday, April 1, 2020 2:09 PM
To: Derrik Owens <DOwens@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>
Subject: FW: Rezoning - 1700 BLK Lansing

Any comments?

**Cynthia Cannon, AICP** Assistant Planning Director Visit us at <u>http://cityofpensacola.com</u> 222 W Main St. Pensacola, FL 32502 Office: 850.435-1670 <u>ccannon@cityofpensacola.com</u>

DENICA FLORIDA'S FIRST & FUTURE

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To: Amy Hargett <<u>ahargett@cityofpensacola.com</u>>; Andre Calaminus (ECUA) <<u>andre.calaminus@ecua.fl.gov</u>>; Annie Bloxson <<u>ABloxson@cityofpensacola.com</u>>; Bill Kimball <<u>bkimball@cityofpensacola.com</u>>; Brad Hinote <<u>bradhinote@cityofpensacola.com</u>>; Brian Cooper <<u>bcooper@cityofpensacola.com</u>>; Chris Mauldin <<u>CMauldin@cityofpensacola.com</u>>; Cynthia Cannon <<u>CCannon@cityofpensacola.com</u>>; Derrik Owens <<u>DOwens@cityofpensacola.com</u>>; Diane Moore <<u>DMoore@cityofpensacola.com</u>>; Heather Lindsay <<u>HLindsay@cityofpensacola.com</u>>; Jonathan Bilby <<u>JBilby@cityofpensacola.com</u>>; Karl Fenner (AT&T) <<u>KF5345@att.com</u>>; Kellie L. Simmons (Gulf Power) <<u>kellie.simmons@nexteraenergy.com</u>>; Leslie Statler <<u>LStatler@cityofpensacola.com</u>>; Miriam Woods <<u>MWoods@cityofpensacola.com</u>>; Paul A Kelly(GIS) <<u>PAKelly@cityofpensacola.com</u>>; Sherry Morris <<u>SMorris@cityofpensacola.com</u>>; Stephen Kennington (AT&T) <<u>sk1674@att.com</u>> Cc: Paul A Kelly(GIS) <<u>PAKelly@cityofpensacola.com</u>>

Subject: Rezoning - 1700 BLK Lansing

## **Cynthia Cannon**

From: Sent: To: Subject: Diane Moore Wednesday, March 25, 2020 4:00 PM Cynthia Cannon RE: Rezoning - 1700 BLK Lansing

Pensacola Energy has no comments on the rezoning request for the 1700 block of Lansing.

Thanks, Diane

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

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For Non-Emergency Citizen Requests, Dial 311 or visit Pensacola311.com

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Sent: Tuesday, March 17, 2020 12:51 PM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>

Cc: Paul A Kelly(GIS) <PAKelly@cityofpensacola.com> Subject: Rezoning - 1700 BLK Lansing

Good Afternoon All,

Please review and comment on the attached request before the Planning Board for a rezoning at 1700 BLK Lansing 108 Drive. Please provide comments *by close of business on Friday March 27, 2020*.

## **Cynthia Cannon**

From: Sent: To: Subject: Andre Calaminus <andre.calaminus@ecua.fl.gov> Wednesday, March 18, 2020 1:40 PM Cynthia Cannon RE: Rezoning - 1700 BLK Lansing

Cynthia,

The rezoning of the subject parcel to match the adjacent parcels does not appear to have any impact on ECUA's operations, therefore, ECUA Engineering has no comment at this time.

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

From: Cynthia Cannon <CCannon@cityofpensacola.com>

Sent: Tuesday, March 17, 2020 12:51 PM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>

Cc: Paul A Kelly(GIS) <PAKelly@cityofpensacola.com> Subject: Rezoning - 1700 BLK Lansing

\*\*WARNING: This is an external email --- DO NOT CLICK links or attachments from unknown senders \*\*

Good Afternoon All,

Please review and comment on the attached request before the Planning Board for a rezoning at 1700 BLK Lansing Drive. Please provide comments *by close of business on Friday March 27, 2020*.

Thank you!

### Cynthia Cannon, AICP

Assistant Planning Director Visit us at <u>http://cityofpensacola.com</u> 222 W Main St. Pensacola, FL 32502 Office: 850.435-1670

109

## **Cynthia Cannon**

From: Sent: To: Subject: Attachments: SAUERS, BRAD <bs5403@att.com> Tuesday, March 17, 2020 1:56 PM Cynthia Cannon [EXTERNAL] FW: Rezoning - 1700 BLK Lansing 1700 BLK Rezoning\_Todaro.pdf

#### THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT AT&T has no objection or otherwise relevant comment with regard to this matter.

Brad Sauers Manager – OSP Plng and Eng Technology Operations

AT&T – Bellsouth Telecommunications, LLC 605 W Garden St, Pensacola, FL 32502 o 850.436.1495 <u>bs5403@att.com</u>

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From: FENNER, KARL L <kf5345@att.com> Sent: Tuesday, March 17, 2020 1:03 PM To: SAUERS, BRAD <bs5403@att.com> Subject: FW: Rezoning - 1700 BLK Lansing

Brad,

FYI.

Karl Fenner Area Manager – OSP Plng and Eng Access Construction & Engineering, AL/NWFL OSPC/E + SER PDT/SOC

AT&T – BellSouth Telecommunications, LLC 605 W Garden St, Pensacola, FL 32502 m 850-393-2318 | o 850.436.1485 | <u>kf5345@att.com</u>

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 From: Cynthia Cannon < CCannon@cityofpensacola.com</td>
 Sent: Tuesday, March 17, 2020 12:51 PM
 110

 To: Amy Hargett < ahargett@cityofpensacola.com</td>
 >; Andre Calaminus (ECUA) < andre.calaminus@ecua.fl.gov</td>
 >; Annie

 Bloxson < ABloxson@cityofpensacola.com</td>
 >; Bill Kimball < bkimball@cityofpensacola.com</td>
 >; Brad Hinote

<u>REZONING</u>						
Please check application	ype:	Comprehensive Pl	an / FLUM Amendr	nent	FLORIDA	
	<b>ezoning</b> \$2,500.00 eduling (Planning Board): eduling (City Council): \$7.	\$250.00 \$250.00	$(s) \qquad \Box \qquad (s) \qquad $	$\frac{\geq 10 \text{ acres}}{\$_{3,500.00}}$ $\frac{\$_{250.00}}{\$_{1,000.00}}$		
Applicant Information: Name: SWAN		avol Todd	1 0	Date: 2/3/2	20	
Address: 7700 L Phone: 850.380-61	<u>ayov Blvd Ito</u> 60		Email: STODI	32503 4RO @ AOL.	Com	
Property Information: Owner Name: <u>SULA</u>	stodaro «	erol Todd	ļ 1	Phone: <b>§ 37 3</b>		
Location/Address: 77	00 Lansing o	Ir. Renacola	FR. 32504			
Parcel ID: 311	30 190 062 (	003	Acr	es/Square Feet:	0,7128	
Zoning Classification:	Existing RI-AF	+	Proposed	03		
Future Land Use Classi	ication: Existing M	DR	Proposed	63	C	
Reason Rezoning Reque		• 1	, interposed			
	sted: <u>TO MATCH A</u>	on of property (from dec	ed or survey)			
Reason Rezoning Reque	(A) Full legal description (A) Full legal description (B) General location m gether with all other answ and all other attachments day of <u>Februa</u> <u>K Curul b</u> da	on of property (from dee ap with property to be re- vers and information pro thereto, is accurate and x y, 20 <b>20</b>	ed or survey) ezoned indicated the vided by me (us) as complete to the bes	ereon petitioner (s)/ap	plicant (s) owledge obre for rol Todd odred f Stud	
Reason Rezoning Reque Required Attachments: The above information, to in the subject application and belief as of this Applicant Signature Susan	(A) Full legal description (A) Full legal description (B) General location m gether with all other answ and all other attachments day of <u>Februa</u> <u>A Curulb</u> do	on of property (from dec ap with property to be re vers and information pro thereto, is accurate and 279, $20$ , $20Owner Signature20Owner Name (Prin$	ed or survey) ezoned indicated the vided by me (us) as complete to the bes 	ereon petitioner (s)/ap t of my (our) kno Co 2H 2H	owledge otor for rol Todd odled f gm/L	2736074 713 č
Reason Rezoning Reque	(A) Full legal description (B) General location m gether with all other answ and all other attachments day of <u>Februa</u> <u>a Curula</u> o before me this <u>13</u> <u>Garrett</u>	on of property (from dec ap with property to be re vers and information pro thereto, is accurate and 279, $20$ , $20Owner Signature20Owner Name (Prin$	ed or survey) ezoned indicated the vided by me (us) as complete to the bes 	ereon petitioner (s)/app t of my (our) kno $\mathcal{M}$	owledge otor for rol Todd odled f gm/L	State of Flori
Reason Rezoning Reque	(A) Full legal description (A) Full legal description (B) General location m gether with all other answ and all other attachments day of <u>Februa</u> <u>a Curula</u> <u>o daro</u> o before me this <u>13</u> <u>Garrett</u> <u>Fo</u> Date Received:	on of property (from dec ap with property to be re vers and information pro thereto, is accurate and 27 4 , 20 20 Owner Signature 20 20 Owner Name (Prin day of Februar	ed or survey) ezoned indicated the vided by me (us) as complete to the bes 	ereon petitioner (s)/app t of my (our) kno Ca 2H Ca Ca 2H Ca Ca 2H Ca Ca Ca Ca Ca Ca Ca Ca Ca Ca Ca Ca Ca	n Todard Log 2 Notary Public 3 Motary Public 3 My Commission Expires 09/10/	State of Flori
Reason Rezoning Reque	(A) Full legal description (A) Full legal description (B) General location m gether with all other answer and all other attachments day of <u>Februa</u> <u>A Curulada</u> <u>o daro</u> o before me this <u>13</u> <u>Garrett</u> <u>Fo</u> Date Received: Planning Boa	on of property (from dec ap with property to be re vers and information pro thereto, is accurate and 27 4 , 20 20 Owner Signature 20 20 Owner Name (Prin day of Februar Cay of Februar	ed or survey) ezoned indicated the vided by me (us) as complete to the bes 	ereon petitioner (s)/app t of my (our) kno Ca att Ca att og Susa es: 09/10/ Ca att og og Susa og	n Todard Jary Publics Notary Publics M Commission M Co	State of Flori

#### STATE OF FLORIDA

#### COUNTY OF ESCAMBIA

The foregoing instrument was executed and acknowledged by Carol Todd before me by means of \_\_\_\_\_\_ Physical Presence or \_\_\_\_\_ Online Notarization on 2 - (3 - 20 - 20), by .

Personally known \_\_\_\_\_ or Produced Identification \_\_\_\_\_ Type of Identification Produced \_

a X U 1

Notary Public Print Name: My Commission Expires: Kathryn G. Wilson Notary Public State of Florida Commission No. FF965338 Commission Expires: March 21, 2020

<u>REZONING</u>	Cel-
Please check application type: Comprehensive Plan / FLUM Amendment Conventional Rezoning Application Fee: \$2,500.00 Rehearing/Rescheduling (Planning Board): \$250.00 Rehearing/Rescheduling (City Council): \$750.00 Comprehensive Plan / FLUM Amendment (< 10 acres) \$3,500.00 \$250.00 \$250.00 \$250.00 \$1,000.00	
Applicant Information: Name: SWAN TO daro & Curo / Todd Date: 2/13/20 Address: 4400 Baypu Blvd Sto 18 A BASGLO/G K. 32503 Phone: 850380-6160 Fax: 850 476 7899 Email: STODARO CAOLICOM	
Property Information: Owner Name: SUSAN Todaro (arol Todal Phone: 950 390-6/60 Location/Address: 1765 Lansing dr. Repaio/a Fa. 32504	
Parcel ID: 3/1 5 30 196 101 5 003	-
Reason Rezoning Requested: TO MATCH a Joining paper by	
Required Attachments:(A) Full legal description of property (from deed or survey)(B) General location map with property to be rezoned indicated thereon	
The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 13 day of 1 ebruary , 2020. Applicant Signature Owner Signature Owner Signature Applicant Name (Print)	1
Sworn to and subscribed to before me this 13th day of February, 2020 By Susan Tochard Name: <u>Amy O. Garrett</u> Commission Expires: 09/10/2022	34-71
ncil District: Date Received: Case Number:	Elorida 56815
e Postcards mailed:Planning Board Date:Recommendation:	
nmittee Date: Council Date: Council Action:	   1 <sup>.</sup>
ond Reading: Ordinance Number:	

#### STATE OF FLORIDA

#### COUNTY OF ESCAMBIA

The foregoing instrument was executed and acknowledged by Carol Todd before me by means of  $Physical Presence or ____ Online Notarization on 2 -13-2020, by .$ 

Personally known \_\_\_\_\_ or Produced Identification \_\_\_\_\_ Type of Identification Produced

us

Notary Public Print Name: My Commission Expires: Kathryn G. Wilson Notary Public State of Florida Commission No. FF965338 Commission Expires: March 21, 2020

OR BK 4960 PG1429 Escambia County, Florida INSTRUMENT 2002-999241

This Document Prepared By: Philip A. Bates, P.A. Post Office Box 1423 Pensacola, Florida 32596-1423

DEED DOC STRAPS PD & ESC/CO \$1330 migo

**Parcel ID Number:** 

Grantee TIN:

#### WARRANTY DEED (Statutory Form-Section 689.02, F.S.)

This Indenture, Made this 16th day of August, 2002, between MIRANKA FOUNTAIN, a married woman, GRANTOR, whose address is 2324 Windstone Drive, and SUSAN TODARO, an unmarried woman AND CAROL TODD, an unmarried woman, whose addresses are 2021 E. Cervantes Street and 6052 Chapman Circle, Pensacola, State of Florida, Grantee,

WITNESSETH, That said Grantor, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, as tenants in common and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida, to wit:

See Exhibit A attached hereto

THE ABOVE DESCRIBED PROPERTY IS NOT THE CONSTITUTIONAL HOMESTEAD OF MIRANKA FOUNTAIN.

Subject to zoning and other requirements imposed by governmental authorities; restrictions and matters appearing on the plat, if there is a recorded plat, or otherwise common to the subdivision, if the property is located within a subdivision; valid easements and mineral reservations of record affecting the property, if any, which are not hereby reimposed; and taxes for the current and subsequent years.

Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

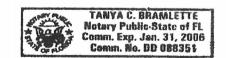
Signed, sealed and delivered

our presence: Witness] Witness] Type/Print Name of

nanla tounta (SEAL)

# STATE OF FLORIDA

The foregoing instrument was acknowledged before me this 1670 day of , August 2002, by Miranka Fountain, a married woman who ( ) is personally known to me or who ( ) has produced an oath.



(NOTARIAL SEAL)

#### DR BK 4960 P61430 Escambia County, Florida INSTRUMENT 2002-999241

#### Exhibit A

#### Parcel 1

#### ERNIE LEE MAGAHA Clerk of the Circuit Court INSTRUMENT 2002-999241

RCD Aug 23, 2002 01:30 pm Escambia County, Florida

That portion of Lot 3 of Section 31, Township 1 South, Range 30 West, Escambia County, Florida, described as follows: Commencing at a concrete monument at the Southeast corner of said Lot 3 at the point of intersection of the center line of two roads at right angles to each other, thence North 50 feet to the North right of way line of a 100 foot wide road; thence West 243 feet to the point of beginning; thence continue West with said right of way line 105 feet; thence North at right angles 301 feet; thence East at right angles 105 feet; thence South at right angles 301 feet to the point of beginning, (Being the West 105 feet of the East 348 feet of the South 351 feet of aforesaid Lot 3, saving and reserving the South 50 feet for a

also described as:

South 301 feet of West 105 feet of East 158 7/10 Feet of Lot F, Block 3, ABB S/D, Plat Book 1, Page 82 as described in O.R. Book 260 at page 546 and O.R. Book 274, Page 334, Escambia County, Florida.

Parcel 2

I

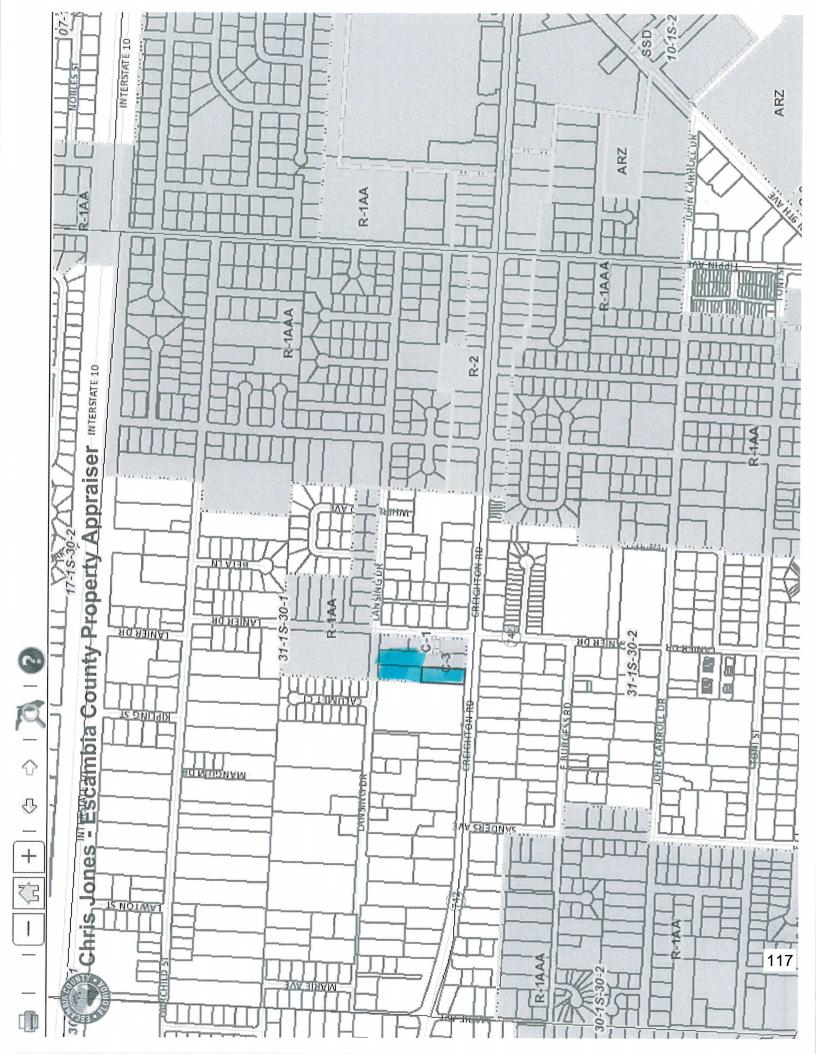
That portion of Lot 3, Section 31, Township 1 South, Range 30 West, Escambia County, Florida, described as follows: Commencing at concrete monument at the Southeast corner of said Lot 3, at the point of intersection of the center line of two roads at right angles to each other, thence North 50 feet to the North right-of-way line of a 100 ft wide road, thence West 105 feet, thence North at right angles 301 feet, thence North at right angles 301 feet to point of beginning, thence West at right angles point of beginning, being the North 301 feet of the West 105 feet of the East 348 feet of the South 652 feet of aforesaid Lot 3.

That portion of Lot 3, Section 31, Township 1 South, Range 30 West, Escambia County, Florida, described as follows: commencing at a concrete monument at the Southeast corner of said Lot 3 at the point of intersection of the center lines of two roads at right angles to each other; thence North 50 feet to the North right of way line of a 100 feet wide road, thence point of beginning of this description; thence East at right angles 105 feet; thence North at right angles 300 feet; thence West at right angles 105 feet; thence North at right angles 300 feet to the point of beginning of this description, the same being the North 300 feet of the West 105 feet of the East 243 feet of the South 652 feet of aforesaid Lot 3.

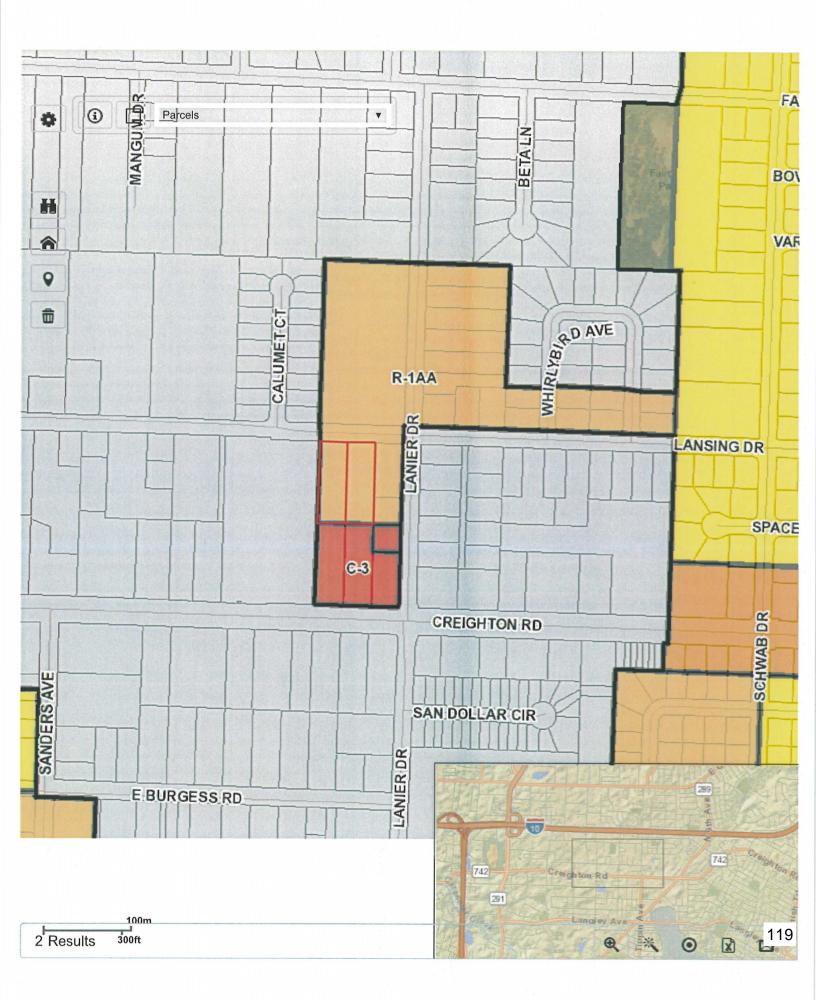
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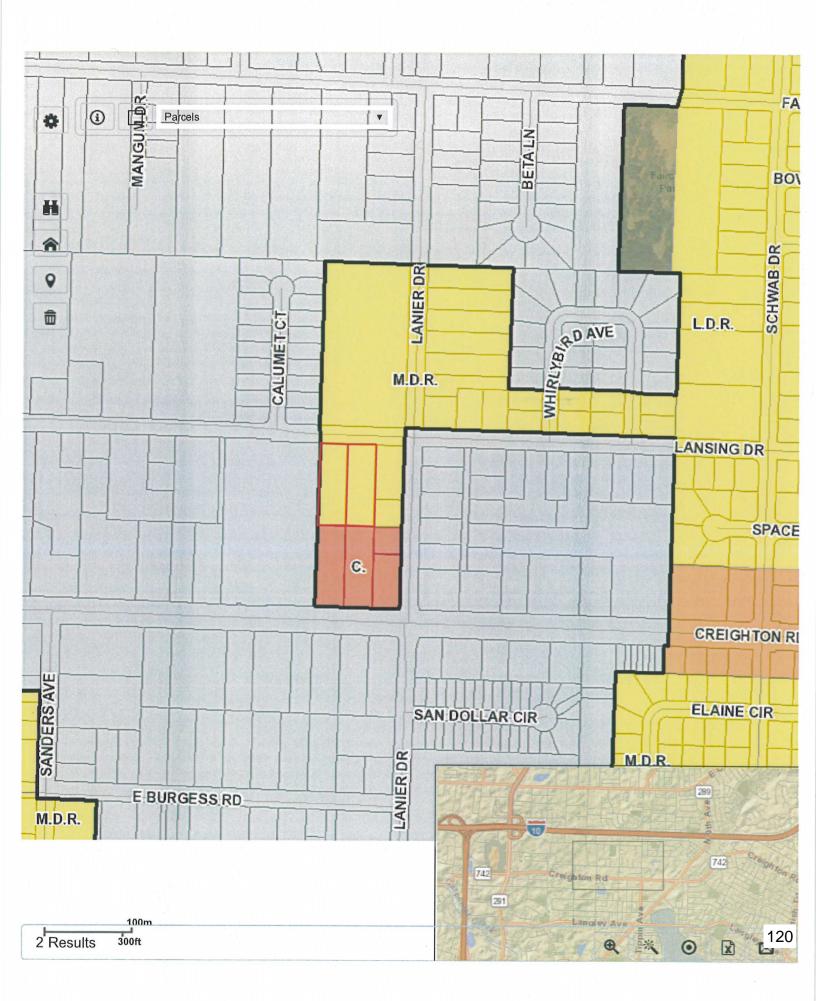
Page 1 of 1

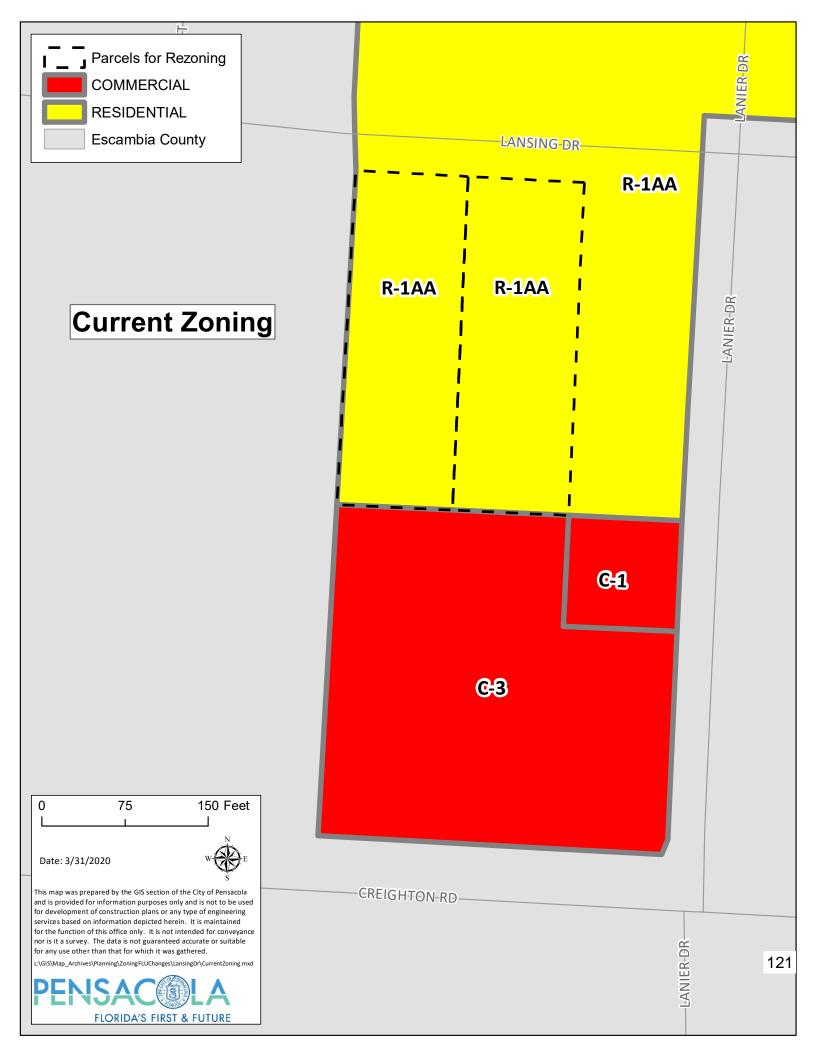
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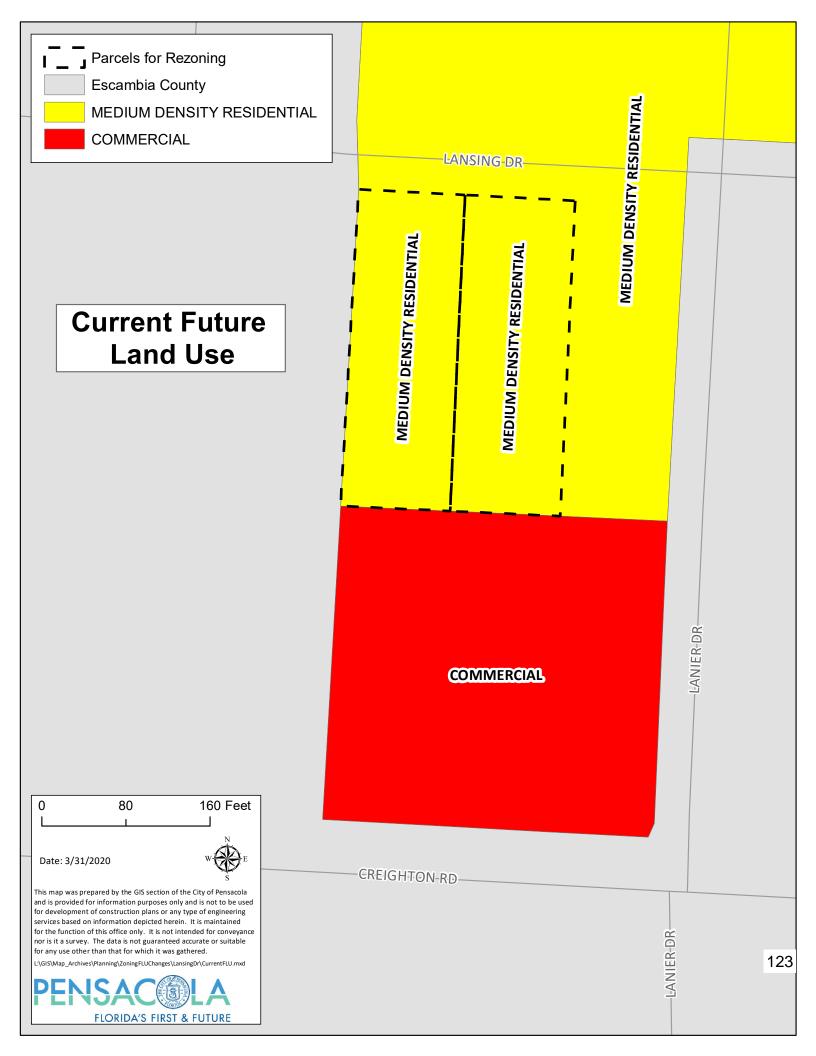


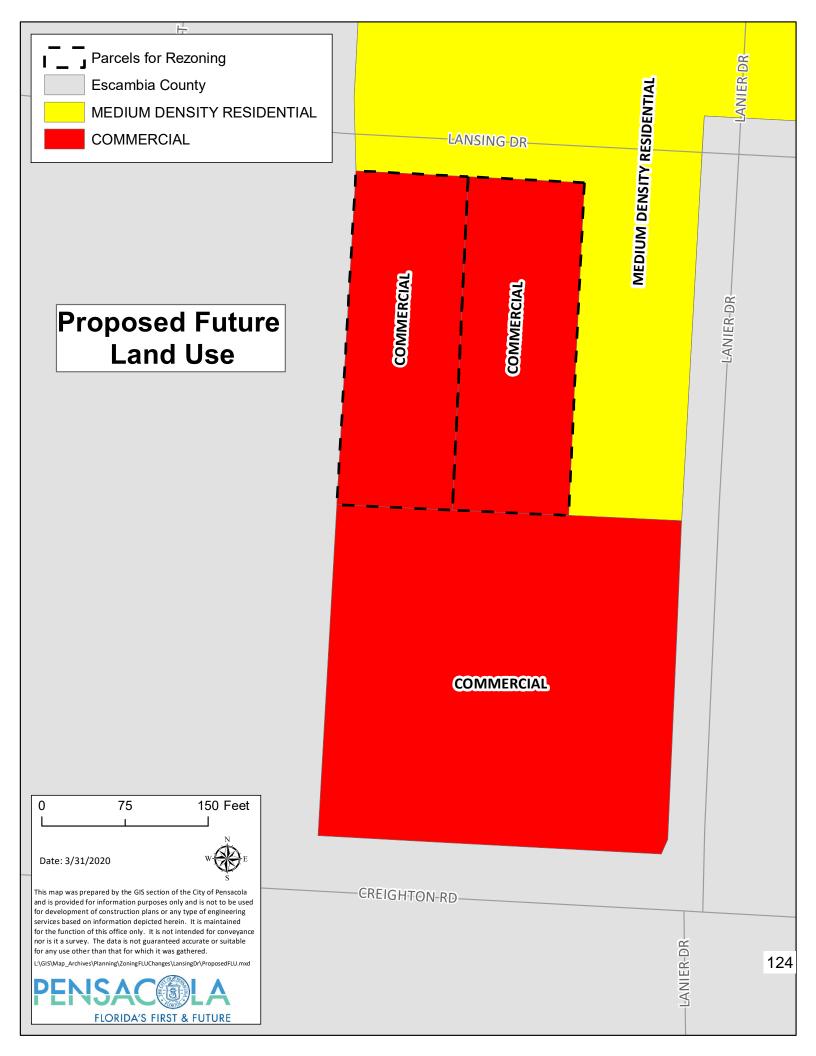








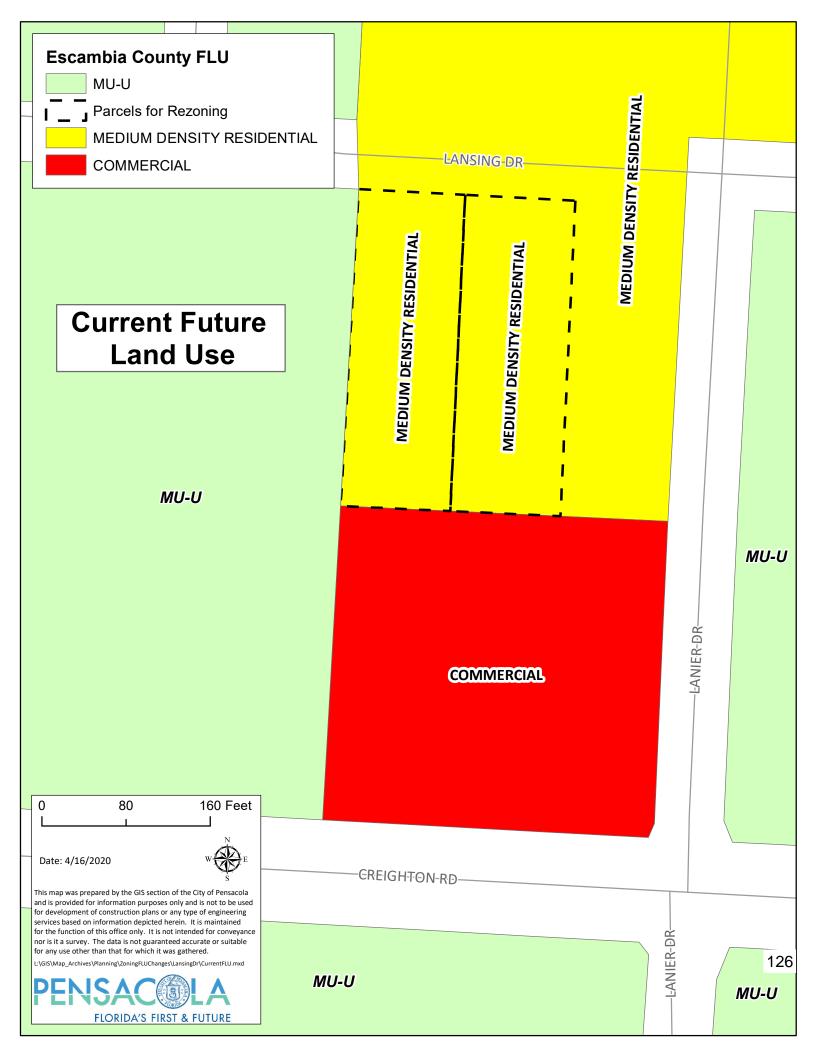




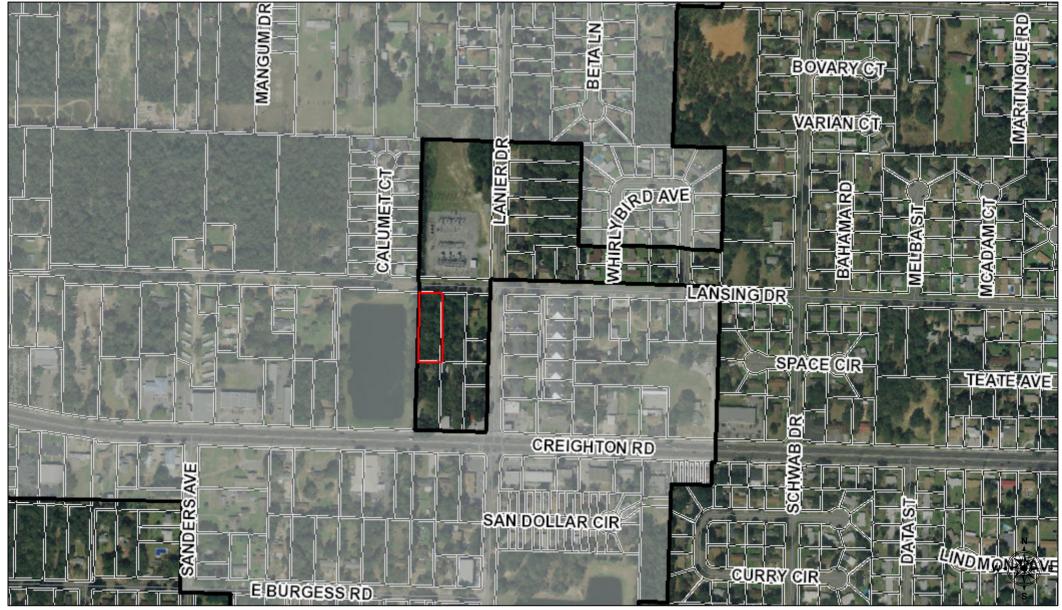
## ESCAMBIA COUNTY ZONING



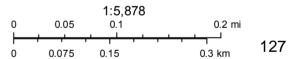
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## GoMaps



April 23, 2020

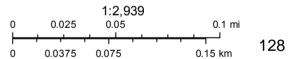


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

## GoMaps



April 23, 2020



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Memorandum

File #: 20-00216	Planning Board	5/12/2020
TO:	Planning Board Members	
FROM:	Cynthia Cannon, AICP, Assistant Planning Director	
DATE:	5/5/2020	
SUBJECT:		

Modifications to Planning Board Submittal Deadlines LDC Amendments - Sec. 12-2-4, Vacation of Street, Alleys, 12-12-7, License to Use Right of Way, Sec.12-13-2 Variances, and Sec. 12-13-5, Application Deadlines

## BACKGROUND:

City staff received a request to amend the twenty-one (21) day deadline for Planning Board applications to a thirty (30) day deadline in the following sections: Sec.12-2-4, Vacation of Street, Alleys, 12-12-7, License to Use Right of Way, Sec.12-13-2 Variances, and Sec. 12-13-5, Application Deadlines. This change will be consistent with the thirty (30) day deadline currently in place for rezonings, subdivisions, and site plan applications.

The twenty-one (21) day deadline does not provide adequate review time for both our external and internal reviewing agencies. Additionally, this can result in applicants not receiving pertinent comments in a timely fashion which can place them at a disadvantage during a Planning Board meeting.

This request has been routed through the various City departments and utility providers and their comments are attached for your review.

Sec. 12-12-4. - Vacation of streets, alleys.

This section is established to provide for the vacation of streets, alleys or other public rights-of-way by official action of the city council.

- (A) Application. An application for vacation of streets, alleys or other public right-of-way shall be filed with the planning department and shall include the reason for vacation and a legal description of the property to be vacated. Application for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated. If all property owners do not sign the petition requesting such alley vacation, city staff shall determine the portion of the alley to be vacated.
  - (1) An application for vacation of streets, alleys or other public right-of-way must be submitted to the planning department at least twenty-one (21) thirty (30) days prior to the regularly scheduled meeting of the planning 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 the following information and such other information as may be reasonably requested to support the application:
      - 1. Accurate site plan drawn to scale;
      - 2. A legal description of the property proposed to be vacated;
      - Proof of ownership of the adjacent property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;
      - 4. Reason for vacation request;
      - 5. Petition form signed by all property owners abutting the portion of the right-of-way or alley to be vacated.
    - (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 or city council at the discretion of the applicant initiating the request upon written notice to the board secretary.
  - (B) Planning board review and recommendation. The planning department will distribute copies of the request to vacate to the appropriate city departments and public agencies for review and comment: Said departments shall submit written recommendations of approval, disapproval or suggested revisions, and reasons therefore, to the city planning department. The planning board shall review the vacation request and make a recommendation to the city council at a regularly scheduled planning board meeting. When a request for vacation of a right of way adjacent to a street or alley is made, the vacation shall be limited to a minimum of no less than ten (10) feet from the existing back-of-curb. Any existing sidewalk on a right of way must be maintained or rebuilt by an owner granted such a vacation in order to preserve ADA accessibility to the public.
    - (1) Public notice for vacation of streets, alleys.

- (a) A sign shall be prominently posted on the property to which the application pertains at least seven (7) days prior to the scheduled board meeting.
- (b) The planning department shall notify property owners within a three hundred-[foot] radius, as identified by the current county tax roll maps, of the property proposed for vacation with a public notice by post card at least five (5) days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.
- (C) *City council review and action.* The planning board recommendation shall be forwarded to the city council for review and action.
  - (1) Notice and hearing. The city council shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting. Planning staff shall post a sign specifying the date and time of the public hearing at least seven (7) days prior to the hearing. 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. The planning department shall notify property owners by certified mail, as identified by the current county tax roll, at least fifteen (15) days prior to the city council public hearing.
    - (a) In case of an alley vacation request all adjacent owners shall be notified.
    - (b) In the case of a street vacation request, all property owners within three hundred (300) feet of the request shall be notified.
  - (2) Action. The city council shall approve, approve with modifications, or deny the vacation request at the council public hearing. If the request is approved by the council, an ordinance will be drawn and read two (2) times following the public hearing, at which time the vacation becomes effective. When a request for vacation of a right of way adjacent to a street or alley is made, the vacation shall be limited to a minimum of no less than ten (10) feet from the existing back-of-curb. Any existing sidewalk on a right of way must be maintained or rebuilt by an owner granted such a vacation in order to preserve ADA accessibility to the public.
- (D) Easements retained. If the city council determines that any portion of a public street or right-ofway is used or in the reasonably foreseeable future will be needed for public utilities, the street may be vacated only upon the condition that appropriate easements be reserved for such public utilities.
- (E) Zoning of vacated property. Whenever any street, alley or other public right-of-way is vacated, the district use and area regulations governing the property abutting upon each side of such street, alley or public right-of-way shall be automatically extended to the center of such vacation and all area included within the vacation shall thereafter be subject to all appropriate regulations of the extended use districts.
- (F) Ownership of property. Whenever any street, alley or public right-of-way is vacated, ownership of said property conferred by such action shall extend from the right-of-way line to the center of said property, unless otherwise specified.

(Ord. No. 6-93, § 26, 3-25-93; Ord. No. 44-94, § 7, 10-13-94; Ord. No. 15-00, § 8, 3-23-00; Ord. No. 12-09, § 3, 4-9-09; Ord. No. 01-19, § 1, 2-14-19)

Sec. 12-12-7. - License to use right-of-way.

- (A) Application.
  - (1) An application for license to use right-of-way must be submitted to the planning department at least twenty-one (21) thirty (30) days prior to the regularly scheduled meeting of the planning 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 the following information and such other information as may be reasonably requested to support the application:
      - 1. Accurate site plan drawn to scale;
      - 2. Reason for license to use request;
  - (4) 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.
  - (5) Any party may appear in person, by agent, or by attorney.
  - (6) Any application may be withdrawn prior to action of the planning board or city council at the discretion of the applicant initiating the request upon written notice to the board secretary.
- (B) Planning board review and recommendation. The community development department will distribute copies of the request for a license to use right-of-way to the appropriate city departments and public agencies for review and comment. Said departments shall submit written recommendations of approval, disapproval or suggested revisions, and reasons therefore, to the community development department. The planning board shall review the license to use right-of-way request and make a recommendation to the city council.
  - (1) Public notice for license to use right-of-way.
    - (a) The community development department shall notify addresses within a three hundredfoot radius, as identified by the current Escambia County tax roll maps, of the right-of-way proposed to be licensed with a public notice by post card at least five (5) days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.
- (C) *City council review and action.* The planning board recommendation shall be forwarded to the city council for review and action.
  - (1) Notice and hearing. The community development department shall notify addresses within a three hundred-foot radius, as identified by the current Escambia County tax roll maps, of the right-of-way proposed to be licensed with a public notice by post card at least five (5) days prior to the council meeting. The public notice shall state the date, time and place of the council meeting.
  - (2) Action. The city council shall approve, approve with modifications, or deny the license to use right-of-way request. If the request is approved by city council, a license to use agreement will be drawn, at which time the license becomes effective upon execution by the applicant and the city and payment by the applicant of any required fee.
- (D) Approval of outdoor seating areas. Outdoor seating areas shall be approved by the city via an annual permit, and must comply with the following outdoor seating area standards and regulations.
  - (1) *Outdoor seating area standards and regulations City of Pensacola.* The issuance of an outdoor seating area permit is a privilege granted by the City of Pensacola. The City of Pensacola

requires compliance with all rules and regulations outlined or referenced in this set of standards as well as respect for the community in which the establishment is located. The City of Pensacola will monitor and enforce the proper operation of outdoor seating areas and is empowered to issue citations for ordinance or rule and regulation violations.

- (a) An outdoor seating area permit is valid from the date of issuance for one (1) year.
- (b) Outdoor seating areas shall not operate earlier or later than the hours of operation of the licensed establishment.
- (c) All establishments offering an outdoor seating area and their employees shall be subject to and comply with all applicable requirements and standards for a retail food establishment.
  - (1) Patrons must wear shoes and shirts at all times.
  - (2) All outdoor seating areas must have an opening for ingress and egress at all times.
  - (3) All outdoor seating areas must adhere to the size, design, and any other specifications approved by the city at all times. Strict adherence to required design standards as set forth herein is mandatory.
  - (4) Strict adherence to hours of operation, approved layout of all components of the outdoor seating area, clear space for pedestrians and required landscaping is mandatory.
- (d) Where the city has installed a permanent structure such as a parking meter, planter, light pole or other device, the permittee of the outdoor seating area shall make accommodation for the required clearance for pedestrian passage. All establishments granted a license to use permit, shall remain in compliance with approved design standards. Permittees of outdoor seating areas shall be mindful of the rights of pedestrians traveling past their outdoor seating area at all times during the operation of the outdoor seating area. Complaints regarding outdoor seating areas will be investigated by the city, and violations of the ordinance or the rules and regulations promulgated will result in citations being issued to the permittee and/or revocation of permittee's outdoor seating area permit. Permittee shall be required to fully abide by all federal, state, and local laws, rules and regulations applicable to the operation of an outdoor seating area in the City of Pensacola.
- (e) All areas within and surrounding the outdoor seating area must be maintained in a clean, neat and sanitary condition and shall be policed routinely by permittee to ensure removal of all wrappings, litter, debris, spills, and food therefrom. Permittee shall be responsible for sanitary cleaning of the sidewalk between pressure washing scheduled by the City of Pensacola or its designated agent.
- (f) Establishments permitted to have outdoor seating areas offering amplified and/or live music must control and limit the ambient noise in conformance with the City of Pensacola noise ordinance. Any projection of music within or upon any part of the license-to-use area shall be done in such a way as to direct the sound transmission towards the face and interior of the permittee's building and away from the street and adjoining businesses.
- (g) All tables, chairs, plants, planters, and any other items of the outdoor seating area, hereinafter defined as outdoor seating area elements, shall be approved as part of the permit approval process as set forth in the Ordinance regulating outdoor seating areas.
- (h) The approved outdoor seating area plan shall be displayed inside the establishment in a prominent and conspicuous location clearly visible to permittee, his or her employees and all of the public so that the approved location of outdoor seating area elements is evident. Permittee and his or her employees are responsible for immediately returning outdoor seating area elements to their approved locations if they are moved by patrons or become otherwise dislocated.

- (i) A portion of the annual outdoor seating area permit fee will be used to periodically pressure wash, steam clean, or sanitary clean the sidewalk areas used for outdoor seating and adjacent rights-of-way. The City of Pensacola or its designated agent may contract for such services, but such service in no way exempts the permittee from maintaining the cleanliness and upkeep of the sidewalk. The permittee will be expected to cooperate with periodic appropriate washing and cleaning by removing outdoor seating area elements with notice for cleaning.
- (j) The city will inspect all outdoor seating areas after permits have been issued, and also enforce outdoor seating area permit standards. Any violations of the provisions of these rules and regulations, or any deviation from approved plans or willful omissions of the application may result in citations being issued to the operator and/or revocation of permittee's outdoor seating area permit.
- (k) Any permittee or his or her employees, agents or contractors who violate or resist enforcement of any provision of the outdoor seating area ordinance and/or these rules and regulations may be subject to immediate permit revocation by the city. Any expenses incurred for restoration or repair of the public right-of-way to its original condition, reasonable wear and tear excepted, shall be the responsibility of the permittee.
- (I) The outdoor seating area permit may be terminated by the city without cause and for any reason by giving ninety (90) days prior written notice to permittee. In the event that the permittee receives notice from the city of termination of the outdoor seating area permit, the city shall not be liable for any claim from permittee, its legal representatives, successors or assigns arising out of the termination. The permittee may also terminate the outdoor seating area permit by giving written notice of its intention to do so to the city, removing any outdoor seating area elements, and restoring the sidewalk to its original condition, reasonable wear and tear excepted. When the city has acknowledged in writing its satisfaction therewith, this permit shall be terminated, and the city and permittee shall have no further obligation arising hereunder.
- (m) Permittee shall be required to maintain a current City of Pensacola business license.
- (2) Design standards outdoor seating areas. In order to remain consistent with the City of Pensacola's objective of developing attractive outdoor dining spaces, including the furniture, objects, structures and décor associated therewith, in as much that applicants desiring to use public space for semiprivate use are enhancing the private interests of their enterprise as well that of the city, the following design standards shall apply to establishments seeking permission to erect outdoor seating areas throughout the City of Pensacola.
  - (a) Space and clearances.
    - (1) The area designated for the outdoor seating area shall be considered an extension of the permittee's establishment; therefore, the location of the outdoor seating area must be directly in front of the permittee's establishment.
    - (2) An outdoor seating area is required to maintain a clear unimpeded pedestrian path of six (6) feet minimum at all times that is free from any permanent or semi-permanent structure or other impediment. In areas of higher pedestrian traffic or other activity, or in conditions that suggest the need for additional clearance, a clear pedestrian path greater than six (6) feet may be required. This area shall also be free of any obstructions such as trees, parking meters, utility poles and the like in order to allow adequate pedestrian movement.
    - (3) Outdoor seating areas shall not interfere with any utilities or other facilities such as telephone poles, fire hydrants, signs, parking meters, mailboxes, or benches located on the sidewalk or public right-of-way.
    - (4) The outdoor seating area shall maintain clear distances for maneuvering around entrances or exits. The outdoor dining area shall be accessible to disabled patrons

and employees, and buildings adjacent to these areas shall maintain building egress as defined by the state and federal accessibility standards.

- (5) When an outdoor seating area is located at a street corner or adjacent to an alley or driveway, visual clear-zone requirements shall be maintained and specified through the permit review process. This requirement may be modified at the discretion of the city in locations where unusual circumstances exist and where public safety could be jeopardized.
- (b) Furniture, objects, structures and décor. Tables, chairs, umbrellas, awnings, barriers and any other object associated with an outdoor seating area ("outdoor seating area elements") shall be of quality design, materials and workmanship both to ensure the safety and convenience of users and to enhance the visual and aesthetic quality of the urban environment. All outdoor seating area elements shall be reviewed by the city and as a part of the outdoor seating area permitting process. In reviewing outdoor seating area elements, the city shall consider the character and appropriateness of design including but not limited to scale, texture, materials, color and the relation of the outdoor seating area elements to the adjacent establishments, to features of structures in the immediate surroundings, as well as to the streetscape and adjacent neighborhood(s), if applicable.

Tables and chairs for sidewalk dining shall be placed in the area designated for sidewalk dining only. Appropriate density of tables and chairs is to be reviewed by the city and may be affected by specific conditions of the location. Table sizes should be kept to a minimum so as not cause crowding, a disturbance or a nuisance.

Permanent structures in outdoor seating areas are not permitted. All furniture, umbrellas or other outdoor seating area elements shall not be attached permanently to the sidewalk or public right-of-way. The permittee shall be responsible for the restoration of the sidewalk or public right-of-way if any damage is caused as a result of the issuance of the outdoor seating area permit.

(c) Overhead structures. Umbrellas and any type of temporary overhead structure may be utilized if approved by the City of Pensacola as part of the outdoor seating area permitting process. The use of overhead structures over the outdoor dining areas and removable umbrellas may be permitted provided they do not interfere with street trees. No portion of the umbrella shall be less than six (6) feet above the sidewalk. Umbrellas and any type of overhead structure shall be designed to be secure during windy conditions and shall be weather resistant.

Awnings, either permanent or temporary, may be utilized if approved by the city and the appropriate review board, if applicable, through a separate license to use the right-of-way approval process. Awnings shall have no support posts located within the public right-of-way, and no portion of an awning shall be less than eight (8) feet above the sidewalk. A building permit must be obtained prior to the installation of an awning and is subject to all applicable code sections of the Code of the City of Pensacola.

(d) Signage. Aside from properly permitted sandwich boards, signs advertising sale of goods or services at an outdoor seating area shall be prohibited. This prohibition includes but is not limited to banners, writing, or signs as part of the furniture or on umbrellas, pamphlets, podiums, or any other outdoor seating area element containing a sign or advertisement. Menus shall be restricted to a maximum size not to exceed nine (9) inches wide and twelve (12) inches long and shall be secured to tabletops or designed in order to prevent debris. If the outdoor seating area is licensed for alcohol consumption through the Department of Business and Professional Regulation Division of Alcoholic Beverages and Tobacco, a sign posted in a visible location is required at every outdoor seating area stating, "It is unlawful to consume alcoholic beverages not purchased at permittee's establishment or its outdoor seating area or to remove alcoholic beverages from the licensed outdoor seating area."

- (e) Lighting. Lighting for outdoor seating areas may be utilized if approved by the city as a part of the outdoor seating area permitting process. Any such lighting shall complement the existing building and outdoor seating area design and shall not cause a glare to passing pedestrians or vehicles. Temporary electrical wires shall not be permitted to access the outdoor seating area. Possible lighting sources include tabletop candles or low wattage battery operated fixtures. Additional lighting may be attached to the permittee's establishment provided permittee obtains all necessary approvals for such lighting from the city and any applicable review boards.
- (f) *Outdoor heaters.* Outdoor heaters may be utilized upon the approval by the city as a part of the outdoor seating area permitting process.
- (g) Vending machines, carts prohibited. No vending machines, carts, or objects for the sale of goods shall be permitted in an outdoor seating area
- (h) Service and use. All services provided to patrons of an outdoor seating area and all patron activity (i.e., sitting, dining, waiting, etc.) shall occur within the designated outdoor seating area, and shall not impinge on the required clear distance for pedestrian passage at any time.

No alcoholic beverages may be stored or mixed in the outdoor seating area. Equipment necessary for the dispensing of any other items should be reported as part of the operation of the outdoor seating area and is subject to review.

The permittee must provide supervision of the outdoor seating area to ensure the conduct of patrons and operations of the area are in compliance with this ordinance at all times.

(i) Insurance required. Each permittee of an outdoor seating area permit shall furnish a certificate of insurance evidencing commercial general liability insurance with limits of not less than one million dollars (\$1,000,000.00) in the aggregate combined single limit, for bodily injury, personal injury and property damage liability. The insurance shall provide for thirty (30) days prior written notice to be given to the City of Pensacola if coverage is substantially changed, canceled, or nonrenewed. The city will give permittee at least ninety (90) days prior written notice of any increase in the required limits of liability. The permittee will agree to have in force, by the end of such ninety (90) day period, the newly required limits of liability.

The City of Pensacola shall be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the operation of an outdoor seating area; and the permittee shall indemnify, defend and hold the city harmless from any loss that results directly or indirectly from the permit issuance or the operation of the outdoor seating area.

Each permittee shall maintain the insurance coverage required under this section during the permit period. The certificate(s) of insurance shall be presented to the City of Pensacola prior to the issuance of a permit under this section. Failure of the permittee to maintain the insurance required by this section shall result in the revocation of the outdoor seating area permit.

In order to receive a permit for an outdoor seating area on a public right-of-way, the applicant must demonstrate that the provisions of these guidelines will be met. Documentation demonstrating that the provisions of this guideline will be complied with must accompany the application in order to receive a permit. An outdoor seating area permit will not be issued to a permittee until after the City of Pensacola has conducted a site inspection of the approved outdoor seating area and all outdoor seating area elements placed therein to ensure that the outdoor seating area and all outdoor seating area elements are in compliance with the approved permit and that the permittee is in compliance with all other requirements of the permit.

- (j) Indemnification. Permittee shall indemnify and hold harmless the city from any and all liability, claims, demands, damages, expenses, fees, fines, penalties, expenses (including attorney's fees and costs), suits, proceedings, actions or causes of action, of every kind and nature whatsoever, arising out of or occurring in connection with the occupancy and/or use of the permitted area by permittee, its successors, assigns, officers, employees, servants, agents, contractors, or invitees, of whatsoever description, or resulting from any breach, default, non-performance, or violation of any of permittee's obligations. The permittee shall at his or her own expense defend any and all actions, suits, or proceedings which may be brought against the city or in which the city may be impleaded with others in any such action or proceeding arising out of the use or occupancy of the outdoor seating area. This paragraph shall survive the termination of this permit.
- (k) Transferability. A permit to allow an outdoor seating area is not transferable from one owner or ownership group to another due to a sale or transfer of the property or business. Each new ownership entity shall be required to apply for a permit to allow outdoor seating as set forth in the ordinances of the City of Pensacola and its standards and regulations for outdoor seating.
- (I) *Application.* Applications for a permit to have outdoor seating shall be made jointly by the property owner and the business owner for the respective property that is seeking an extension of its business premises.
- (E) Approval of minor encroachments. Minor encroachments into the right-of-way may be approved administratively if the conditions of this section are met. Minor encroachments allowed under this section include, but are not limited to, awnings, driveways, and out-swinging doors.
  - (1) Design standards and regulations. The request shall be reviewed to ensure the minor encroachment does not pose any safety concerns, that a six-foot wide pedestrian path is maintained, and that the minor encroachment does not interfere with any utilities or facilities within the right-of-way.
    - a. For out-swinging doors, the permittee must demonstrate a physical barrier has been provided to prevent the door from swinging into anyone within the public right-of-way.
    - b. Awnings that project over the right-of-way but do not require support columns in the rightof-way may be considered a minor encroachment.
    - c. The building official or city engineer will determine the boundaries of the minor encroachment area.
    - d. Failure to maintain the minor encroachment area may result in citations being issued.
  - Insurance required. Each permittee of a minor encroachment area permit shall furnish a (2) certificate of insurance evidencing commercial general liability insurance with limits of not less than one million dollars (\$1,000,000.00) in the aggregate combined single limit, for bodily injury, personal injury and property damage liability. The insurance shall provide for thirty (30) days prior written notice to be given to the City of Pensacola if coverage is substantially changed. canceled, or nonrenewed. The city will give permittee at least ninety (90) days prior written notice of any increase in the required limits of liability. The permittee will agree to have in force, by the end of such ninety-day period, the newly required limits of liability. The City of Pensacola shall be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the operation of a minor encroachment area; and the permittee shall indemnify, defend and hold the city harmless from any loss that results directly or indirectly from the permit issuance or the operation of the minor encroachment area. Each permittee shall maintain the insurance coverage required under this section during the permit period. The certificate(s) of insurance shall be presented to the City of Pensacola prior to the issuance of a permit under this section. Failure of the permittee to maintain the insurance required by this section shall result in the revocation of the minor encroachment area permit.
  - (3) *Transferability.* A permit for a minor encroachment area is transferable from one owner or ownership group to another due to a sale or transfer of the property or business so long as the

new owner provides the City of Pensacola a new proof of insurance for the minor encroachment area.

- (4) Indemnification. Permittee shall indemnify and hold harmless the city from any and all liability, claims, demands, damages, expenses, fees, fines, penalties, expenses (including attorney's fees and costs), suits, proceedings, actions or causes of action, of every kind and nature whatsoever, arising out of or occurring in connection with the occupancy and/or use of the permitted area by permittee, its successors, assigns, officers, employees, servants, agents, contractors, or invitees, of whatsoever description, or resulting from any breach, default, non-performance, or violation of any of permittee's obligations. The permittee shall at his or her own expense defend any and all actions, suits, or proceedings which may be brought against the city or in which the city may be impleaded with others in any such action or proceeding arising out of the use or occupancy of the minor encroachment area. This paragraph shall survive the termination of this permit.
- (5) *Application.* Applications for minor encroachments shall be made jointly by the property owner and the business owner for the respective property that is seeking an extension of its business premises.

Minor encroachments shall be reviewed by the building official or his designee prior to the issuance of building permits. For minor driveway encroachments, the city engineer or his designee shall review the request prior to the issuance of a permit.

If the request is denied or if it is determined that the encroachment is major and therefore administrative approval is not allowed, the permittee may either withdraw the request or may submit a request for a License-to-Use pursuant to section 12-12-7(A)—(C).

(Ord. No. 15-00, § 9, 3-23-00; Ord. No. 12-09, § 3, 4-9-09; Ord. No. 16-10, § 226, 9-9-10; Ord. No. 26-12, § 1, 12-13-12; Ord. No. 06-14, § 1, 2-27-14)

Sec. 12-13-2. - Planning board.

The planning board is hereby established.

- (A) Membership. The planning board shall consist of seven (7) members appointed by the city council. One (1) appointee shall be a licensed Florida Architect. No member shall be a paid employee or elected official of the city.
- (B) Term of office; removal from office; vacancies. Members of the planning board shall serve for terms of two (2) years or thereafter until their successors are appointed. Any member of the board may be removed from office during the two-year term for just cause by the city council upon written charges and after public hearing. Any vacancy occurring during the unexpired term of office of any member shall be filled by the city council for the remainder of the term. Such vacancy shall be filled within thirty (30) days after the vacancy occurs.
- (C) Officers; employees; technical assistance. The board shall elect a chairman and a vice-chairman from among its members and shall appoint as secretary a person of skill and experience in city planning who may be an officer or employee of the city. The board may create and fill such other offices as it may determine to be necessary for the conduct of its duties. Terms of all such offices shall be for one (1) year, with eligibility for reelection. The city engineer shall serve as chief engineer for the planning board. The board shall be authorized to call upon any branch of the city government at any time for information and advice which in the opinion of the board will ensure efficiency of its work.
- (D) Rules of procedure, meetings and records. The board shall adopt rules of procedure for the transaction of its business, and shall keep a record of its resolutions, transactions, findings and determinations. The board shall hold regular meetings once a month, and special meetings at such times as the board may determine or at the call of the chairman thereof, or the city planner for the consideration of business before the board. All regular and special meetings of the board shall be open to the public. A written record of the proceedings of the board shall be kept showing its actions on each question considered, and filed in the office of the secretary of the board. Any matter referred to the board shall be acted upon by the board within forty-five (45) days of the date of reference, unless a longer or shorter period is specified.
- (E) *Vote required.* Four (4) members of the board shall constitute a quorum, and the affirmative vote of majority of the quorum shall be necessary for any action thereof.
- (F) Authority and duties of the planning board. The planning board shall have the following authority and duties:
  - (a) To advise the city council concerning the preparation, adoption and amendment of the Comprehensive Plan;
  - (b) To review and recommend to the city council ordinances designed to promote orderly development as set forth in the Comprehensive Plan;
  - (c) To hear applications and submit recommendations to the city council on the following land use matters:
    - 1. Proposed zoning change of any specifically designated property;
    - 2. Proposed amendments to the overall zoning ordinance;
    - 3. Proposed subdivision plats;
    - 4. Proposed street/alley vacation.
  - (d) To initiate studies on the location, condition and adequacy of specific facilities of the area. These may include, but are not limited to, studies on housing, commercial and industrial facilities, parks, schools, public buildings, public and private utilities, traffic, transportation and parking;

- (e) To schedule and conduct public meetings and hearings pertaining to land development as required in other sections of the code.
- (f) To grant zoning variances from the land development regulations of the Waterfront Redevelopment District, 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) thirty (30) 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.

(Ord. No. 34-99, § 5, 9-9-99; Ord. No. 16-10, § 227, 9-9-10; Ord. No. 06-16, § 3, 2-11-16)

Sec. 12-13-5. - Application deadlines.

## **Application Deadlines**

Hearing Board	Application Type	Deadline (calendar days prior to meeting date)
Architectural Review Board	All applications to ARB	21 (or 3 weeks)
Gateway Review Board	All applications to GRB	<del>21 (or 3 weeks) <u>30</u></del>
Zoning Board of Adjustment	All applications to ZBA	21 (or 3 weeks)
Planning Board	Conditional Use, License to Use Right-of-Way, & Vacation of Right-of-Way	<del>21 (or 3 weeks) <u>30</u></del>
	Rezoning (conventional, comp plan/FLUM amendment)	30
	Site Plan Approval (preliminary, final, preliminary/final, & nonresidential parking in a residential zone)	30
	Special Planned Development (preliminary, final & preliminary/final)	30
	Subdivisions (preliminary, final, & minor subdivisions)	30
	Monthly Board Meeting Schedule:	
	Architectural Review Board - 3rd Thursday	
	Gateway Review Board - 2nd Tuesday	

	Planning Board - 2nd Tuesday		
Zoning Board of Adjustment - 3rd Wednesday			
*Subject to change. Contact community development department to verify meeting and deadline dates.			

(Ord. No. 12-09, § 5, 4-9-09)



Memorandum

File #: 20-00	ile #: 20-00198 Planning Board		5/12/2020
FOR DISC	USSION		
то:	Planning Board Members		
FROM:	Cynthia Cannon, AICP, Assi	istant Planning Director	
DATE:	5/12/2020		
SUBJECT:			
Discussion	on Proposed Amendment to th	ne Tree Ordinance	

# BACKGROUND:

Continue discussion on the public engagement process regarding the proposed amendments to the Tree Ordinance.



Memorandum

File #: 23-20

City Council

7/16/2020

## LEGISLATIVE ACTION ITEM

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

SUBJECT:

PROPOSED ORDINANCE NO. 23-20 - REQUEST FOR FUTURE LAND USE AMENDMENT - 1421 SONIA STREET

### **RECOMMENDATION:**

That City Council adopt Proposed Ordinance No. 23-20 on second reading:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

### HEARING REQUIRED: Public

### SUMMARY:

The City has received a request from Joe Meeks to amend the City's Zoning Map and Future Land Use Map for the property located at 1421 Sonia Street. The property is currently split zoned with R2 -B, Multiple Family Zoning District, and CO, Conservation Zoning District. The existing Future Land Use Map (FLUM) designation is also split with HDR, High-Density Residential, and CO, Conservation. The applicant is proposing to amend the zoning district to R-1AA, Residential Zoning District, and the FLUM to MDR, Medium Density Residential.

The existing split zoning is the result of actions made by the current property owners in their efforts for post-Ivan redevelopment. The intent was to reestablish the non-conforming multi-family residential development destroyed by Hurricane Ivan. The owners requested a change from the previous R-1AA to the current R-2B. The Conservation zoning was established on the east side of the property to "cut off the eastern migration of the R-2B zoning" and ensure the R-2B would not extend beyond the subject property. City Council approved the requests in Ord 23-09 and Ord 22-09.

Mr. Meeks' intent in seeking this request is to allow for the continued use of the property as a single-family residence without the potential restrictions of the Conservation Zoning District. The zoning district bisects the existing single-family residence. As such, questions arise as to the scope of work that can be performed on the portion of the residence located within the Conservation District. With this application, the original R-1AA would be re-instated across the entire subject area, as presented.

On May 12, 2020, the Planning Board recommended approval of the request with a 4:1 vote with board member Kurt Larsen dissenting.

### PRIOR ACTION:

June 11, 2020 - The City Council conducted a public hearing and approved Proposed Ordinance No. 23-20 on first reading.

### FUNDING:

N/A

# FINANCIAL IMPACT:

None

### CITY ATTORNEY REVIEW: Yes

5/18/2020

## STAFF CONTACT:

Keith Wilkins, City Administrator Kerrith Fiddler, Deputy City Administrator Sherry H. Morris, Planning Services Director

## ATTACHMENTS:

- 1) Proposed Ordinance No. 23-20
- 2) Planning Board Rezoning Application
- 3) Planning Board Minutes May 12 2020 DRAFT
- 4) Future Land Use Map May 2020

## PRESENTATION: No

PROPOSED ORDINANCE NO. <u>23-20</u>

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

AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola adopted a Comprehensive Plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the City Council desires to affect an amendment to a portion of the Future Land Use element of the Comprehensive Plan; and

WHEREAS, said amendment is consistent with the other portions of the Future Land Use Element and all other applicable elements of the Comprehensive Plan, as amended; and

WHEREAS, said amendment will affirmatively contribute to the health, safety and general welfare of the citizens of the City of Pensacola; and

WHEREAS, the City Council has followed all of the procedures set forth in §§163.3184 and 163.3187, Fla. Stat., and all other applicable provisions of law and local procedures with relation to amendment to the Future Land Use Element of the Comprehensive Plan; and

WHEREAS, proper public notice was provided and appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following amendment to the Comprehensive Plan and Future Land Use map of the City of Pensacola; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to the following described real property in the City of Pensacola, Florida, to-wit:

ALL OF LOTS 8-16, BLOCK 200, LYING NORTH OF PENSACOLA BAY, AND THE WEST 15 FEET OF LOTS 7 AND 17, BLOCK 200, LYING NORTH OF PENSACOLA BAY, AND ALSO THE EAST 3.0 FEET OF VACATED "H" STREET, LYING SOUTH OF SONIA STREET AND ADJACENT TO LOT 10, BLOCK 200, ALL BEING IN "MAXENT TRACT", CITY OF PENSACOLA, FLORIDA, COPYRIGHTED BY THOMAS C. WATSON, IN 1906.

the same is hereby changed to MDR (Medium Density Residential) Future Land Use District, fully as if all of the said real property had been originally included in City of Pensacola MDR (Medium Density Residential) Future Land Use District.

SECTION 2. The City Council shall by subsequently adopted ordinance change the zoning classification and zoning map for the subject property to a permissible zoning classification, as determined by the discretion of the City Council, which is consistent with the future land use classification adopted by this ordinance. Pending the adoption of such a rezoning ordinance, no development of the subject property shall be permitted which is inconsistent with the future land use classification adopted by this ordinance.

SECTION 3. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

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

SECTION 5. This ordinance shall 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: \_\_\_\_\_

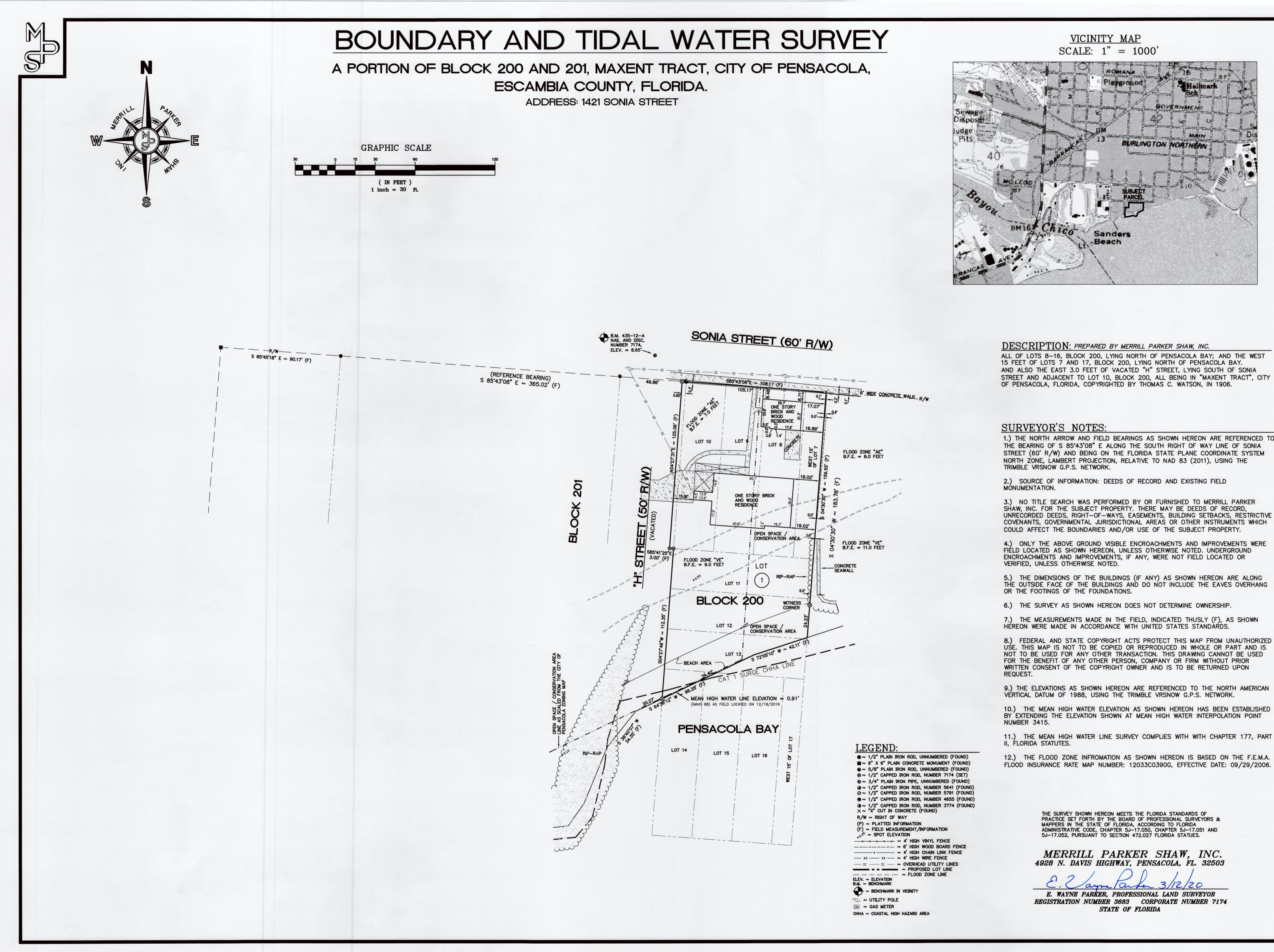
Approved:\_\_\_\_\_

President of City Council

Attest:

City Clerk

REZONING         Please check application type:         Conventional Rezoning         Image: Conventional Rezoning
Application Fee:         \$2,500.00         \$3,500.00         \$3,500.00           Rehearing/Rescheduling (Planning Board):         \$250.00         \$250.00         \$250.00           Rehearing/Rescheduling (City Council):         \$750.00         \$750.00         \$1,000.00
Applicant Information:
Name: JOE MEEKS Date: 3/6/2020 Address: 7874 BEULAH RD. PEWSACOLA, 32526
Address:7874 BEULAH RD. PENSA-COLA, 32526
Phone: 850-572-2694 Fax: Email: MEEKS 2222 & AOL, COM
Property Information:
Owner Name: BAYSHORE BOYZZ, LLC Phone: 850-712-8844
Location/Address: 1421 SONIA ST. PENSALOLA, 32502
Parcel ID: 0 0 - 0 5 - 0 0 - 9 0 8 0 - 0 1 2 - 2 0 1 Acres/Square Feet:
Zoning Classification: Existing R-2B, CO Proposed R-1AA
Future Land Use Classification: Existing <u>HDR</u> , <u>CD</u> Proposed MDR.
Reason Rezoning Requested: <u>AppliCANT/BUYER</u> INTENds to OCCUPY the property AS SINGLE FAWILY BULY AND RENDUATE THE EXISTING STRUCTURE ON CLEMO AND build NEW AND REQUEST R-1AA ZONING AND THE CHANGE FROM R-2B AND CO ZONING.
Required Attachments: (A) Full legal description of property (from deed or survey) (B) General location map with property to be rezoned indicated thereon
The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this day of March Applicant Signature <u>Toe MEEKS</u> Applicant Name (Print) AMANDA K. COX MY COMMISSION # GG 202282 EXPIRES: April 26, 2022 Bonded Thru N-tary Public Urderwriters
Sworn to and subscribed to before me this 13 day of March, 20_20 Name: Many In Camberry Care Commission Expires: 2/15/2020 P. GO
FOR OFFICE USE ONLY
Council District: Date Received: Case Number: 02/15/2022
Date Postcards mailed:      Planning Board Date:      Recommendation:      GG# 1868 50         Committee Date:      Council Date:      Council Action:
Committee Date: Council Date: Council Action: Council Action:
Second Reading: Ordinance Number:



ALL OF LOTS 8-16, BLOCK 200, LYING NORTH OF PENSACOLA BAY; AND THE WEST STREET AND ADJACENT TO LOT 10, BLOCK 200, ALL BEING IN "MAXENT TRACT", CITY

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UNRECORDED DEEDS, RIGHT-OF-WAYS, EASEMENTS, BUILDING SETBACKS, RESTRICTIVE COVENANTS, GOVERNMENTAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH

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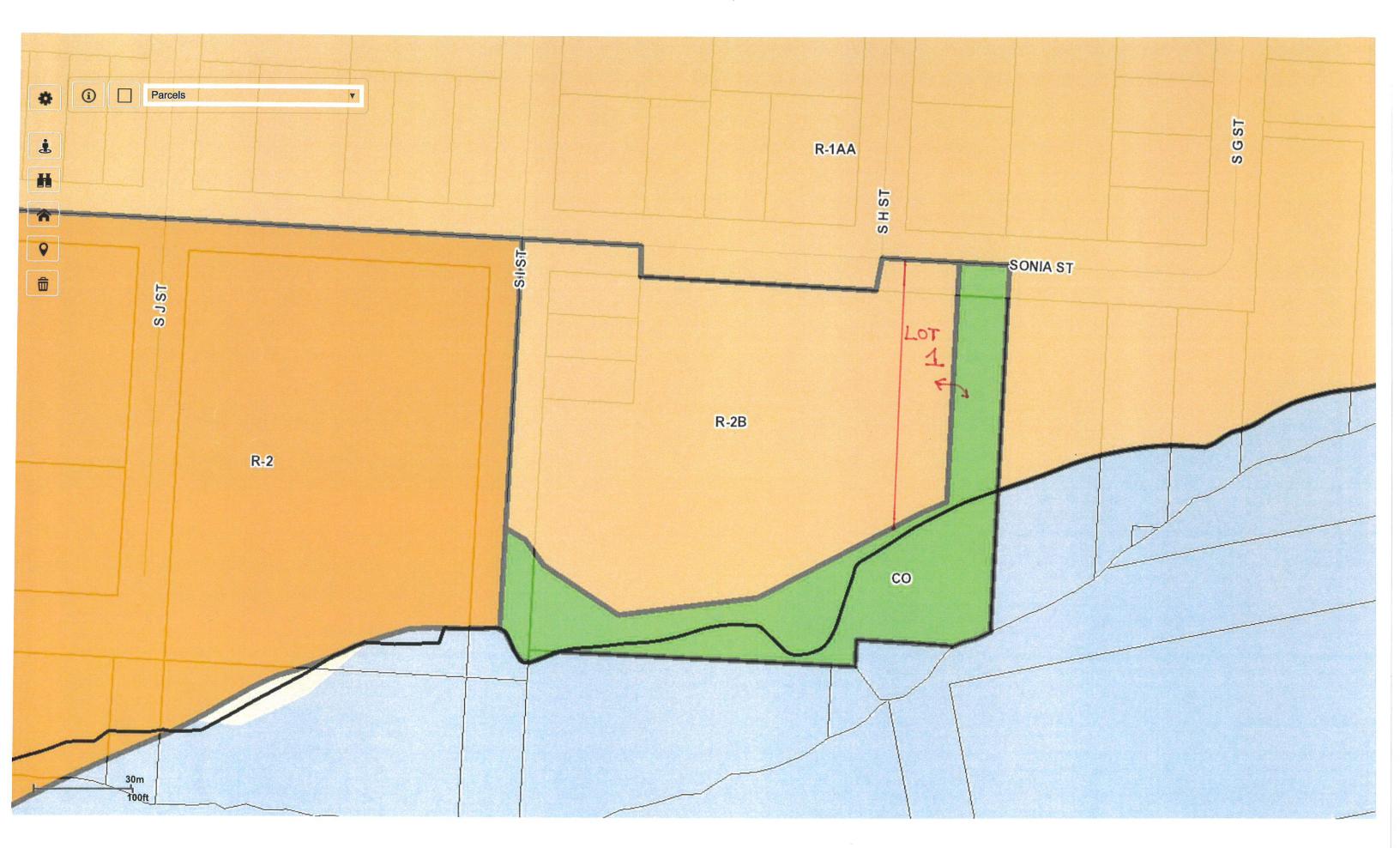
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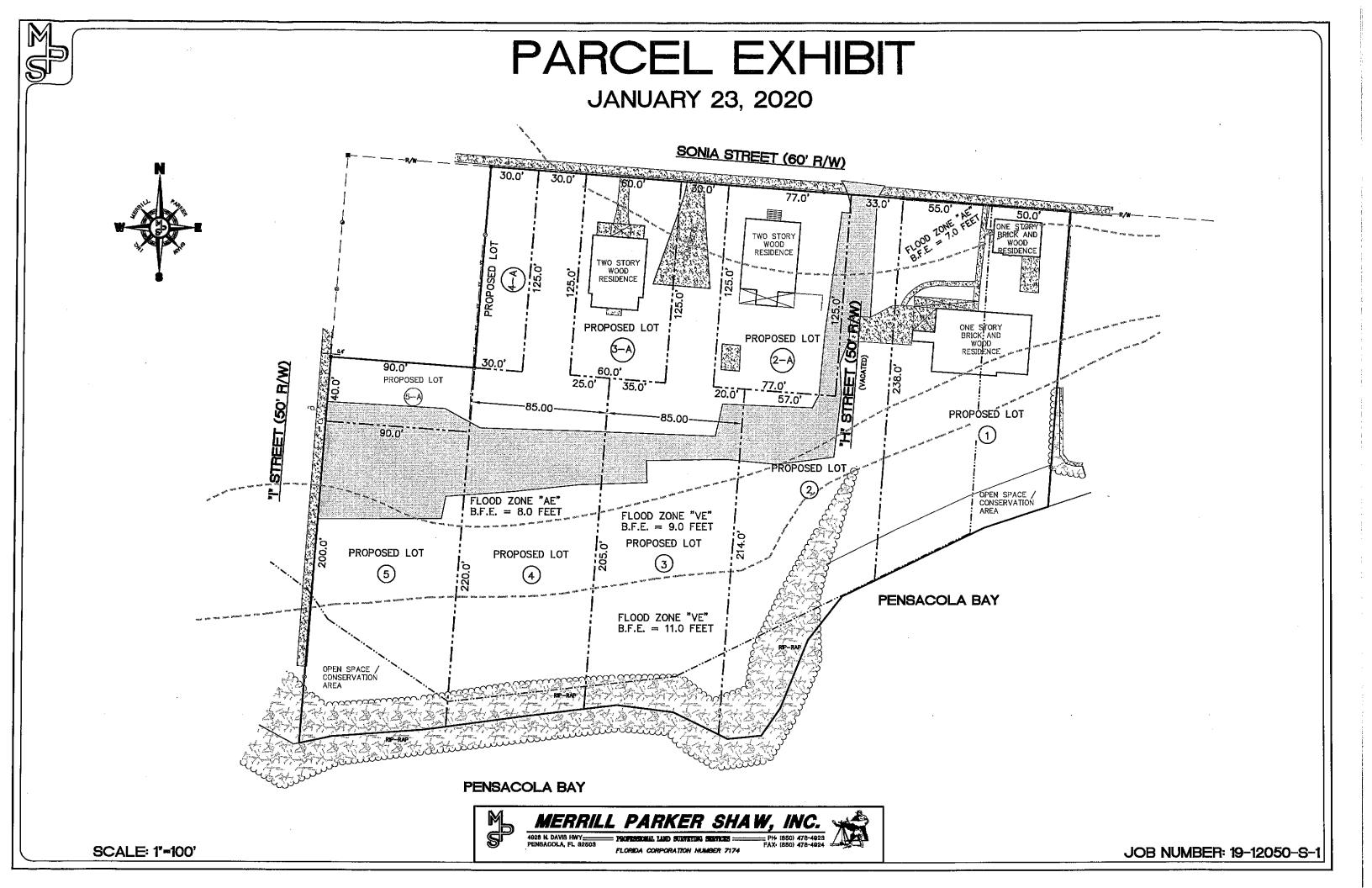
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FLOOD INSURANCE RATE MAP NUMBER: 12033C0390G, EFFECTIVE DATE: 09/29/2006.

							COPYRIGHT © 2019 BY MERRILL PARKER SHAW, INC.
-	FOI NDARY SI IRVEY		4	NO.	NO. DATE	APPR.	REVISIONS:
)— 123							
	A PORTION OF BLOCK 200 AND 201, MAXENT TRACT,	PENBACOLA, FL 32503 FAX: (860) 478-4923	NOT VALID WITHOUT THE SIGNATURE AND THE ORIGNAL RAISED				
	ADDRESS: 1421 SONIA STREET	FLORDA CORPORATION NUMBER 7/74	SEAL OF A FLORIDA				
			AND MAPPER				
OF	PREPARED FOR: BILLY LOVELACE	1" = 30' DAMM. TSS CHECKED EWP DATE.	03/12/20				
1	REQUESTED BY: BILLY LOVELACE	FIELD DATE: 12/18/19 FIELD BOOK: 435, PAGE 12					

GoMaps 4.0







# MINUTES OF THE PLANNING BOARD May 12, 2020

MEMBERS PRESENT:Chairperson Paul Ritz, Board Member Grundhoefer, Board<br/>Member Murphy, Board Member Wiggins<br/>Vice Chairperson Larson, Board Member SampsonMEMBERS ABSENT:Board Member PowellSTAFF PRESENT:Assistant Planning Director Cannon, Senior Planner Statler,<br/>Assistant City Attorney Lindsay, Historic Preservation<br/>Planner Harding, Assistant IT Manager Nichols

OTHERS PRESENT: None

## AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from March 10, 2020.
- New Business:
  - 1. Demo GRD Pensacola Energy Demolition 1515 E. Heinburg Street
  - 2. Final Plat Review Corta de La Rua
  - 3. License To Use Request 1 South Jefferson Street
  - 4. Vacation of Right-of-Way Request 16<sup>th</sup> Avenue
  - 5. Rezoning Sonia Avenue
  - 6. Rezoning 1700 BLK Lansing
  - 7. LDC PB Deadline Amendment
- Open Forum
- Discussion on the Proposed Amendment to the Tree Ordinance
- Adjournment

## Call to Order / Quorum Present

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

### Approval of Meeting Minutes

Board Member Murphy made a motion to approve the March 10, 2020 minutes, seconded by Board Member Sampson, and it carried unanimously.

### New Business

### Demo-GRD Pensacola Energy - 1515 E. Heinburg Street

Chairperson Ritz advised this was a request to demolish two under-utilized buildings on the applicant's property. Assistant Planning Director Cannon presented to the Board and explained the property was in the Gateway Review District which prompted the need for Planning Board approval. She stated a decorative fence would be placed around the remaining water meter structures.

Board Member Wiggins made a motion to approve, seconded by Vice Chairperson Larson, and it carried unanimously.

### Final Plat Review – Corta de La Rua

Chairperson Ritz noted the discussion of this item had been around it being an appropriate and beneficial use to the neighborhood; it was noted the preliminary plat approval was unanimous.

Vice Chairperson Larson made a motion to approve, seconded by Board Member Wiggins, and it carried unanimously.

### License to Use Request – 1 South Jefferson Street

Chairperson Ritz explained this request was for the Puppy Pit application, and as a pedestrian who passed this area frequently, he felt it was a much needed area for downtown and would be a welcomed addition. Assistant Planning Director Cannon stated this item went before the Architectural Review Board who unanimously approved it. Board Member Wiggins made a motion to approve, seconded by Vice Chairperson Larson. Board Member Murphy guestioned who would maintain the dog park. Staff explained that it would be maintained by the Downtown Improvement Board (DIB). Board Member Murphy asked about ADA compliance, and Chairperson Ritz explained the Board was not approving construction documents; Building Inspections would be responsible for review for compliance; this Board was addressing the License to Use contract. Elsie Zhang with the Jerry Pate Company stated the DIB would maintain these projects through a maintenance agreement with the City. Lissa Deese, Executive Director of the DIB, explained the DIB would maintain the right-of-way on these projects. She also indicated there would be a waste station, a dog water fountain and signage informing the public of their locations. She also explained the DIB was not using City tax dollars, but the funds were coming from the ad valorem within the DIB to pay for the park and the maintenance. Ad valorem monies would be used for street ambassadors who would see that the puppy park was properly maintained.

## The motion then carried unanimously.

## Vacation of Right-of-Way Request – 16<sup>th</sup> Avenue

Chairperson Ritz advised the comments from the utility providers had been addressed. Assistant Planning Director Cannon stated the applicant had demolished a home in order to allow for the creation of two lots. Mark Norris, Rebol-Battle, the applicant's consultant, explained there was no intention of subdividing the lot but to build another structure for

rental purposes. Board Member Wiggins asked if this was one or two city lots, and Mr. Norris stated it was one city lot. Chairperson Ritz reminded the Board this was a vacation of right-of-way which would mean the property would be given over to the property owner if approved by the City Council. Councilwoman Meyers was informed the applicant wanted to vacate 10' adjacent to their property and parallel to 16<sup>th</sup> Avenue. Mr. Norris clarified the applicants were looking for the west 10' of the right-of-way of 16<sup>th</sup> Avenue to be vacated, which would leave 70' of right-of-way. The City of Pensacola would retain the utility easement which had already been cleared for this vacation; 16<sup>th</sup> Avenue would not be closed. Board Member Wiggins made a motion to approve, seconded by Board Member Sampson, and it carried unanimously.

### **Rezoning – Sonia Avenue**

This property is currently split zoned with R2-B, Multiple Family Zoning District and CO, Conservation Zoning District and the existing Future Land Use Map (FLUM) designation is HDR, High Density Residential and CO. Chairperson Ritz explained the applicant is proposing to amend the zoning district to R-1AA, Single Family Residential so that the bank would be appeased in the financing for their purchase. Board Member Wiggins made a motion to approve, seconded by Board Member Murphy. Vice Chairperson Larson asked about the conservation area. Assistant Planning Director Cannon advised that the conservation area was meant to be a preventive measure when it was a higher density zoning district; when it was the apartment complex, the conservation area was placed as a buffer zone to not allow the HDR to migrate over into the neighborhood. Senior Planner Statler explained the existing single family residence was bisected by the Conservation Zoning District and the current R2-B which placed repairs and extensions to that building in question, and the bank was uncomfortable with the existing building being bisected by those zoning districts. They preferred the zoning be designated R-1AA as it used to be. She explained the conservation strip at the bottom of the property was recently altered by Council to a date certain with the Coastal High Hazard Area and should not be impacted by the rezoning. It was noted the ability to use the waterfront would not be affected. The motion then carried 4 to 1 with Vice Chairperson Larson dissenting.

## Rezoning – 1700 BLK Lansing

Chairperson Ritz stated he had concerns with the C-3 request. He pointed out the property across the street was county. Board Member Murphy advised she knows Ms. Todaro who has tried to sell the property as residential, but because of the substation, she was not able to do so. Board Member Murphy explained she felt there would be no problem with a C-1 or C-2 designation, but a C-3 might be too extreme. Chairperson Ritz explained a C-1 or C-2 could be offered. Assistant Planning Director Cannon advised Councilwoman Meyers preferred C-1 designation. Chairperson Ritz explained the Board's decision would proceed to Council for consideration. Vice Chairperson Larson made a motion to approve C-1 zoning, seconded by Board Member Sampson, and it carried unanimously.

## (Board Member Grundhoefer arrived.)

LDC PB Deadline Amendment Chairperson Ritz explained the suggestion was to move all deadlines one month out. Assistant Planning Director Cannon stated that this would better accommodate external reviewing agencies, i.e., Gulf Power, AT&T, and ECUA, by allowing them more time to review and comment. It would also place all items on the same track

as subdivisions and rezonings. Vice Chairperson Larson made a motion to approve, seconded by Board Member Wiggins. Chairperson Ritz personally believed 30 days consistent with all applications would give other entities time to adequately address their concerns and would be beneficial to the citizens. The motion then carried unanimously.

Board Member Murphy received a text message from Ms. Todaro (1770 BLK Lansing rezoning). Staff advised Ms. Todaro would have been called if the Board had questions. Assistant City Attorney Lindsay advised this Board was a recommending body for this item and was not obligated to change its motion. The applicant would have an opportunity to discuss with Council since they were the body making the determination. Ms. Todaro explained to the Board that the front of property is C-3, and it needs to be the same zoning in order to sell. Chairperson Ritz explained the Board weighs the pros and cons and what is best for the City and was not there to help sell the property. **The Board offered a C-1 which would proceed to Council for consideration. He felt if the Board revoted for a C-3, it would fail; the vote stands.** C-1 designation was explained to the applicant and that she could accomplish what she wanted with C-1.

# <u> Open Forum</u> – None

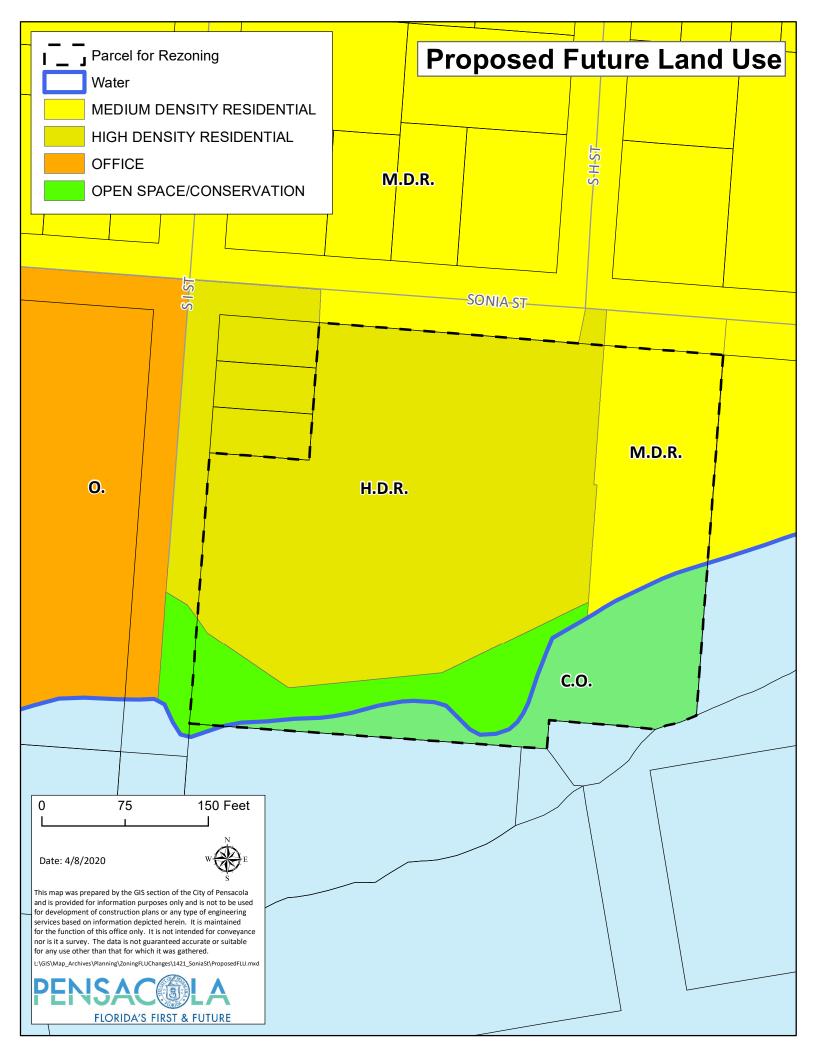
### **Discussion on the Proposed Amendment to the Tree Ordinance**

Board Member Murphy addressed the Board and explained she was waiting for professors at the University of Florida on conducting virtual meetings, but they felt they would not get the needed public participation. She advised they were still willing to come to Pensacola for three days for meetings to get citizens engaged and talk with the Board. Board Member Wiggins advised the State passed legislation in June 2019 which restricts municipalities from being able to put in tree ordinances. Board Member Murphy advised the University representatives had developed major tree and landscape ordinances for Miami, Tampa, Jacksonville and Orlando. It was noted that staff would forward this communication to Board Member Murphy. Chairperson Ritz clarified the Board could not suggest legislation that would conflict with something the State had set as a rule of law or ordinance. It was determined that Board Member Wiggins will send the letter to staff for distribution.

<u>Adjournment</u> – With no further business, Chairperson Ritz thanked the Board for its patience with the change in methods of physical and virtual participation and adjourned the meeting at 3:10 pm.

Respectfully Submitted,

Cynthia Cannon, AICP Assistant Planning Director Secretary to the Board





Memorandum

File #: 24-20

City Council

7/16/2020

## LEGISLATIVE ACTION ITEM

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

SUBJECT:

PROPOSED ORDINANCE NO. 24-20 - REQUEST FOR ZONING MAP AMENDMENT - 1421 SONIA STREET

### **RECOMMENDATION:**

That City Council adopt Proposed Ordinance No. 24-20 on second reading:

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF CITY OF THE PENSACOLA: AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; REPEALING CLAUSE AND EFFECTIVE DATE.

## HEARING REQUIRED: Public

## SUMMARY:

The City has received a request from Joe Meeks to amend the City's Zoning Map and Future Land Use Map for the property located at 1421 Sonia Street. The property is currently split zoned with R2 -B, Multiple Family Zoning District, and CO, Conservation Zoning District. The existing Future Land Use Map (FLUM) designation is also split with HDR, High-Density Residential, and CO, Conservation. The applicant is proposing to amend the zoning district to R-1AA, Residential Zoning District, and the FLUM to MDR, Medium Density Residential.

The existing split zoning is the result of actions made by the current property owners in their efforts for post-Ivan redevelopment. The intent was to reestablish the non-conforming multi-family residential development destroyed by Hurricane Ivan. The owners requested a change from the previous R-1AA to the current R-2B. The Conservation zoning was established on the east side of the property to "cut off the eastern migration of the R-2B zoning" and ensure the R-2B would not extend beyond the subject property. City Council approved the requests in Ord 23-09 and Ord 22-09.

Mr. Meeks' intent in seeking this request is to allow for the continued use of the property as a single-family residence without the potential restrictions of the Conservation Zoning District. The zoning district bisects the existing single-family residence. As such, questions arise as to the scope of work that can be performed on the portion of the residence located within the Conservation District. With

this application, the original R-1AA would be re-instated across the entire subject area, as presented.

On May 12, 2020, the Planning Board recommended approval of the request with a 4:1 vote with board member Kurt Larsen dissenting.

# PRIOR ACTION:

June 11, 2020 - The City Council conducted a public hearing and approved Proposed Ordinance No. 24-20 on first reading.

# FUNDING:

N/A

# FINANCIAL IMPACT:

None

## CITY ATTORNEY REVIEW: Yes

5/18/2020

# STAFF CONTACT:

Keith Wilkins, City Administrator Kerrith Fiddler, Deputy City Administrator Sherry H. Morris, AICP, Planning Services Director

# ATTACHMENTS:

- 1) Proposed Ordinance No. 24-20
- 2) Planning Board Rezoning Application
- 3) Planning Board Minutes May 12 2020 DRAFT
- 4) Zoning Map May 2020

# PRESENTATION: No

PROPOSED ORDINANCE NO. <u>24-20</u>

ORDINANCE NO.

AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola adopted a Comprehensive Plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to §163.3174, Fla. Stat., and a proper public hearing was held on June 11, 2020 concerning the following proposed zoning classification affecting the property described therein; and

WHEREAS, after due deliberation, the City Council has determined that the amended zoning classification set forth herein will affirmatively contribute to the health, safety, and general welfare of the citizens of the City of Pensacola; and

WHEREAS, said amended zoning classification is consistent with all applicable elements of the Comprehensive Plan as amended, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

ALL OF LOTS 8-16, BLOCK 200, LYING NORTH OF PENSACOLA BAY; AND THE WEST 15 FEET OF LOTS 7 AND 17, BLOCK 200, LYING NORTH OF PENSACOLA BAY, AND ALSO THE EAST 3.0 FEET OF VACATED "H" STREET, LYING SOUTH OF SONIA STREET AND ADJACENT TO LOT 10, BLOCK 200, ALL BEING IN "MAXENT TRACT", CITY OF PENSACOLA, FLORIDA, COPYRIGHTED BY THOMAS C. WATSON, IN 1906

is hereby changed in its entirety to R-1AA (One and Two Family Residential) Zoning

District.

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 provisions or applications of the ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

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

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

Adopted: \_\_\_\_\_

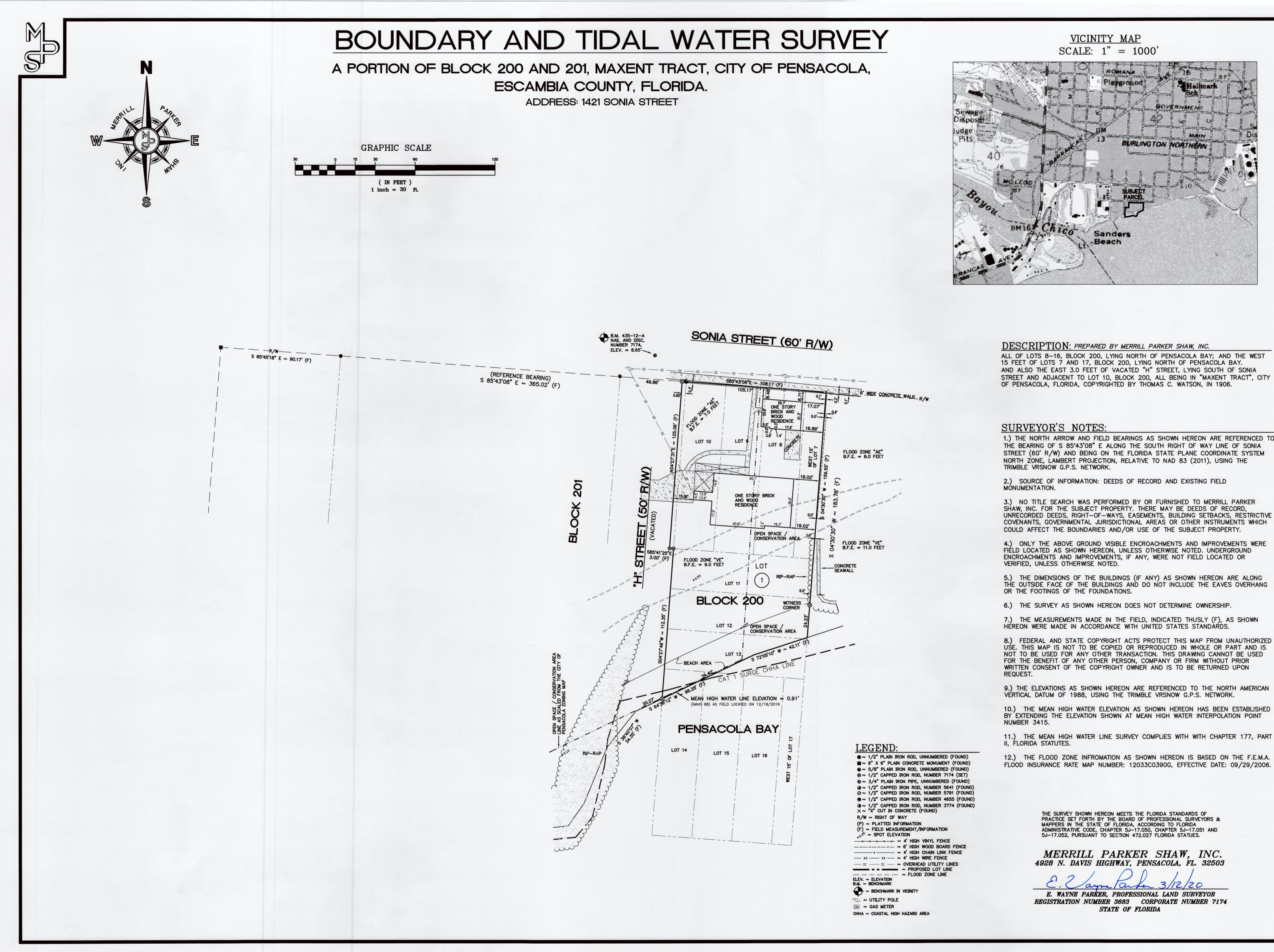
Approved: \_\_\_\_\_

President of City Council

Attest:

City Clerk

REZONING         Please check application type:         Conventional Rezoning         Image: Conventional Rezoning
Application Fee:         \$2,500.00         \$3,500.00         \$3,500.00           Rehearing/Rescheduling (Planning Board):         \$250.00         \$250.00         \$250.00           Rehearing/Rescheduling (City Council):         \$750.00         \$750.00         \$1,000.00
Applicant Information:
Name: JOE MEEKS Date: 3/6/2020 Address: 7874 BEULAH RD. PEWSACOLA, 32526
Address:7874 BEULAH RD. PENSA-COLA, 32526
Phone: 850-572-2694 Fax: Email: MEEKS 2222 & AOL, COM
Property Information:
Owner Name: BAYSHORE BOYZZ, LLC Phone: 850-712-8844
Location/Address: 1421 SONIA ST. PENSALOLA, 32502
Parcel ID: 0 0 - 0 5 - 0 0 - 9 0 8 0 - 0 1 2 - 2 0 1 Acres/Square Feet:
Zoning Classification: Existing R-2B, CO Proposed R-1AA
Future Land Use Classification: Existing <u>HDR</u> , <u>CD</u> Proposed MDR.
Reason Rezoning Requested: <u>AppliCANT/BUYER</u> INTENds to OCCUPY the property AS SINGLE FAWILY BULY AND RENDUATE THE EXISTING STRUCTURE ON CLEMO AND build NEW AND REQUEST R-1AA ZONING AND THE CHANGE FROM R-2B AND CO ZONING.
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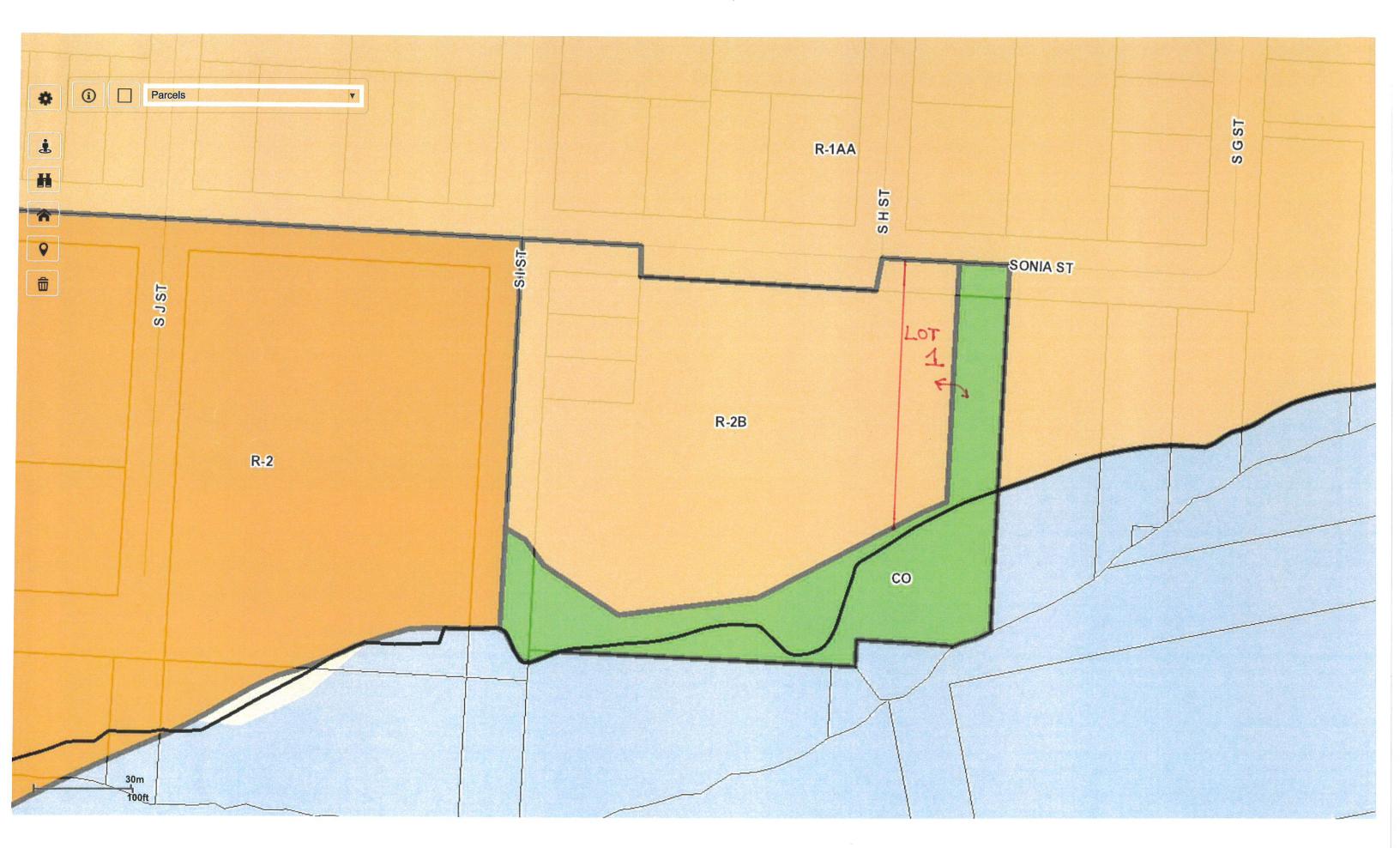
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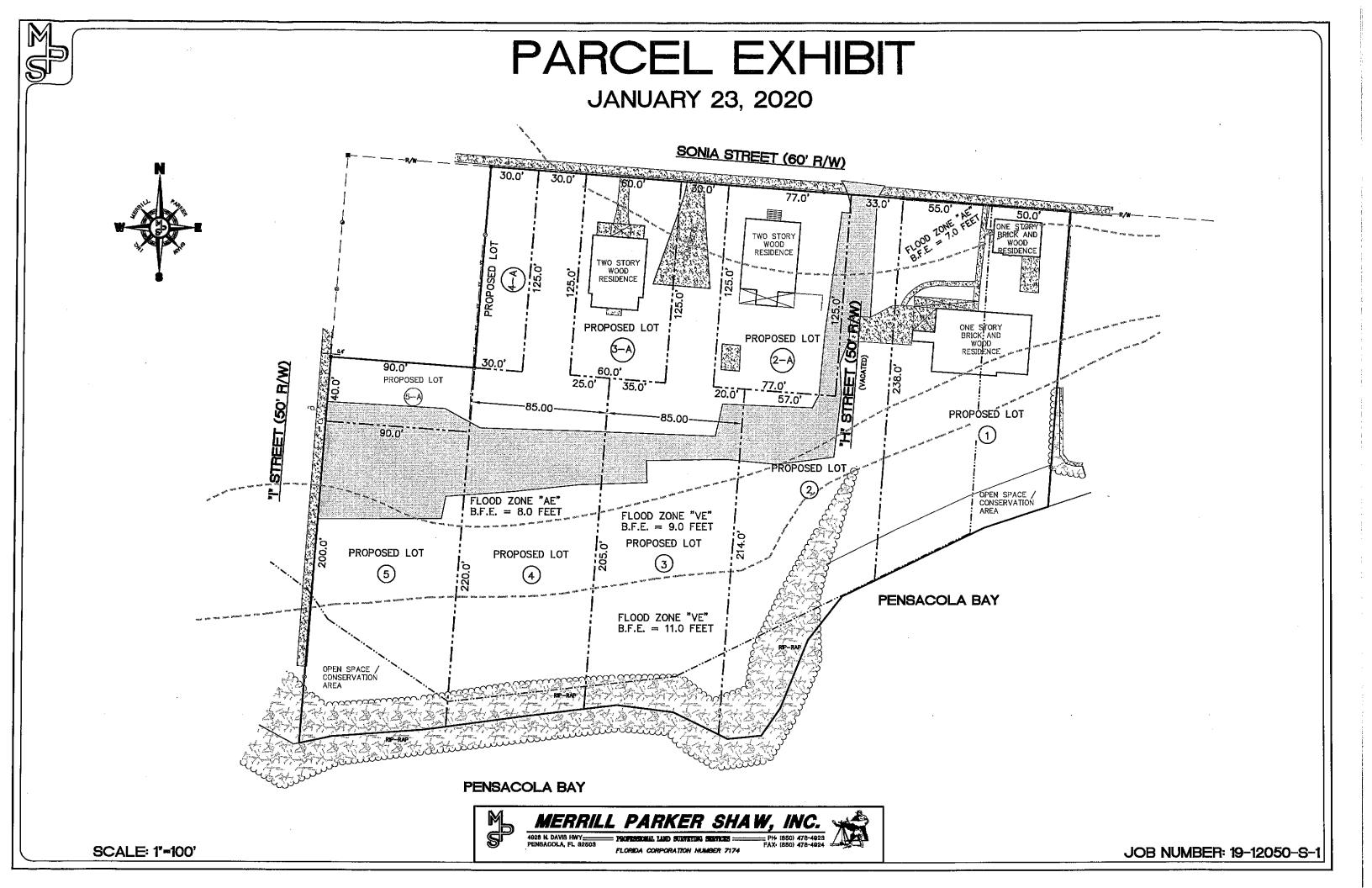
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OTHERS PRESENT: None

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This property is currently split zoned with R2-B, Multiple Family Zoning District and CO, Conservation Zoning District and the existing Future Land Use Map (FLUM) designation is HDR, High Density Residential and CO. Chairperson Ritz explained the applicant is proposing to amend the zoning district to R-1AA, Single Family Residential so that the bank would be appeased in the financing for their purchase. Board Member Wiggins made a motion to approve, seconded by Board Member Murphy. Vice Chairperson Larson asked about the conservation area. Assistant Planning Director Cannon advised that the conservation area was meant to be a preventive measure when it was a higher density zoning district; when it was the apartment complex, the conservation area was placed as a buffer zone to not allow the HDR to migrate over into the neighborhood. Senior Planner Statler explained the existing single family residence was bisected by the Conservation Zoning District and the current R2-B which placed repairs and extensions to that building in question, and the bank was uncomfortable with the existing building being bisected by those zoning districts. They preferred the zoning be designated R-1AA as it used to be. She explained the conservation strip at the bottom of the property was recently altered by Council to a date certain with the Coastal High Hazard Area and should not be impacted by the rezoning. It was noted the ability to use the waterfront would not be affected. The motion then carried 4 to 1 with Vice Chairperson Larson dissenting.

## Rezoning – 1700 BLK Lansing

Chairperson Ritz stated he had concerns with the C-3 request. He pointed out the property across the street was county. Board Member Murphy advised she knows Ms. Todaro who has tried to sell the property as residential, but because of the substation, she was not able to do so. Board Member Murphy explained she felt there would be no problem with a C-1 or C-2 designation, but a C-3 might be too extreme. Chairperson Ritz explained a C-1 or C-2 could be offered. Assistant Planning Director Cannon advised Councilwoman Meyers preferred C-1 designation. Chairperson Ritz explained the Board's decision would proceed to Council for consideration. Vice Chairperson Larson made a motion to approve C-1 zoning, seconded by Board Member Sampson, and it carried unanimously.

## (Board Member Grundhoefer arrived.)

LDC PB Deadline Amendment Chairperson Ritz explained the suggestion was to move all deadlines one month out. Assistant Planning Director Cannon stated that this would better accommodate external reviewing agencies, i.e., Gulf Power, AT&T, and ECUA, by allowing them more time to review and comment. It would also place all items on the same track

as subdivisions and rezonings. Vice Chairperson Larson made a motion to approve, seconded by Board Member Wiggins. Chairperson Ritz personally believed 30 days consistent with all applications would give other entities time to adequately address their concerns and would be beneficial to the citizens. The motion then carried unanimously.

Board Member Murphy received a text message from Ms. Todaro (1770 BLK Lansing rezoning). Staff advised Ms. Todaro would have been called if the Board had questions. Assistant City Attorney Lindsay advised this Board was a recommending body for this item and was not obligated to change its motion. The applicant would have an opportunity to discuss with Council since they were the body making the determination. Ms. Todaro explained to the Board that the front of property is C-3, and it needs to be the same zoning in order to sell. Chairperson Ritz explained the Board weighs the pros and cons and what is best for the City and was not there to help sell the property. **The Board offered a C-1 which would proceed to Council for consideration. He felt if the Board revoted for a C-3, it would fail; the vote stands.** C-1 designation was explained to the applicant and that she could accomplish what she wanted with C-1.

# <u> Open Forum</u> – None

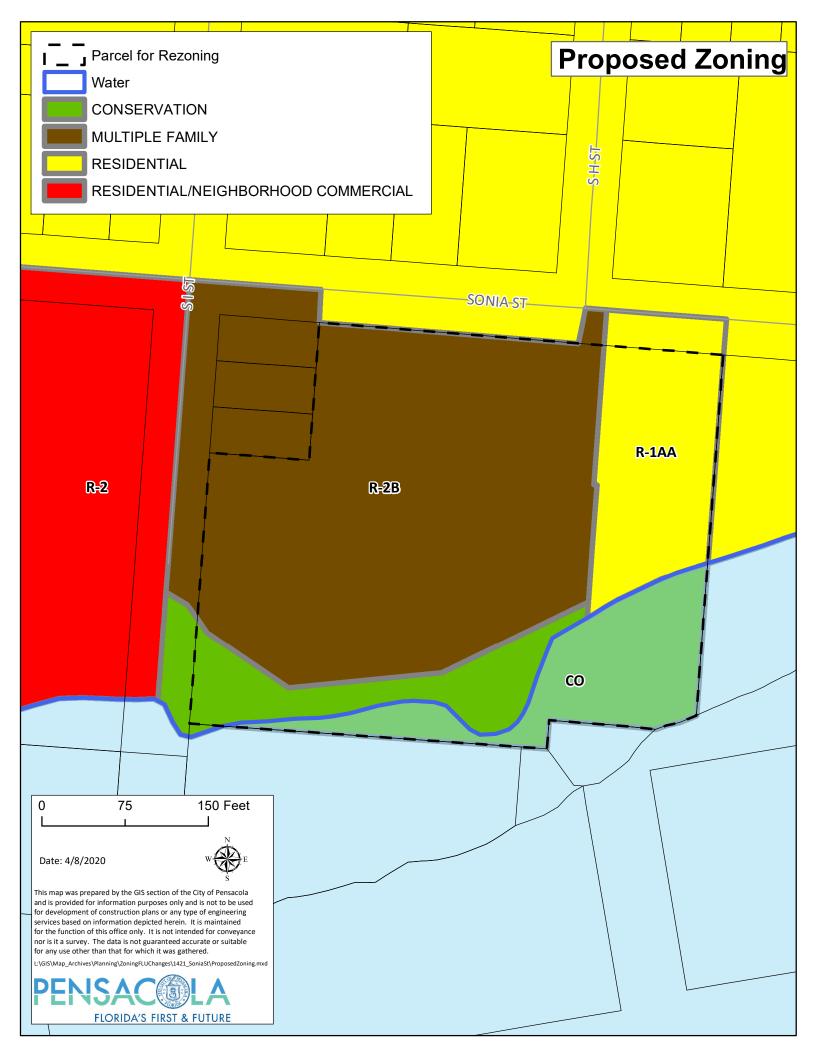
### **Discussion on the Proposed Amendment to the Tree Ordinance**

Board Member Murphy addressed the Board and explained she was waiting for professors at the University of Florida on conducting virtual meetings, but they felt they would not get the needed public participation. She advised they were still willing to come to Pensacola for three days for meetings to get citizens engaged and talk with the Board. Board Member Wiggins advised the State passed legislation in June 2019 which restricts municipalities from being able to put in tree ordinances. Board Member Murphy advised the University representatives had developed major tree and landscape ordinances for Miami, Tampa, Jacksonville and Orlando. It was noted that staff would forward this communication to Board Member Murphy. Chairperson Ritz clarified the Board could not suggest legislation that would conflict with something the State had set as a rule of law or ordinance. It was determined that Board Member Wiggins will send the letter to staff for distribution.

<u>Adjournment</u> – With no further business, Chairperson Ritz thanked the Board for its patience with the change in methods of physical and virtual participation and adjourned the meeting at 3:10 pm.

Respectfully Submitted,

Cynthia Cannon, AICP Assistant Planning Director Secretary to the Board





Memorandum

File #: 25-20

**City Council** 

7/16/2020

## LEGISLATIVE ACTION ITEM

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

SUBJECT:

PROPOSED ORDINANCE NO. 25-20 - REQUEST FOR FUTURE LAND USE MAP AMENDMENT - 1700 BLK LANSING DRIVE

### **RECOMMENDATION:**

That City Council adopt Proposed Ordinance No. 25-20 on second reading:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

### HEARING REQUIRED: Public

### SUMMARY:

Susan Todaro and Carol Todd are requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 1700 BLK Lansing Drive. The property is currently zoned R-1AA, One and Two Family Residential Zoning District, and the existing FLUM designation is MDR, Medium Density Residential.

The applicant is proposing to amend the zoning district to C-1, Retail Commercial Zoning District and the FLUM to Commercial. This will be consistent with the adjacent parcels abutting Creighton Road, which are zoned C-3 and have a Commercial FLUM designation.

On May 12, 2020, the Planning Board unanimously recommended approval of amending the zoning district to C-1, instead of the applicant's original request of C-3, in order to ensure more compatibility with the surrounding neighborhood. The applicant accepted the recommendation of Planning Board and amended their request accordingly

## PRIOR ACTION:

June 11, 2020 - The City Council conducted a public hearing and approved Proposed Ordinance No. 25-20 on first reading.

# FUNDING:

N/A

# FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

5/19/2020

# STAFF CONTACT:

Keith Wilkins, City Administrator Kerrith Fiddler, Deputy City Administrator - Community Development Sherry H. Morris, Planning Services Director

# ATTACHMENTS:

- 1) Proposed Ordinance No. 25-20
- 2) Planning Board Rezoning Application
- 3) Planning Board Minutes May 12 2020 DRAFT
- 4) Future Land Use Map May 2020

## PRESENTATION: No

PROPOSED ORDINANCE NO. <u>25-20</u>

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

AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola adopted a Comprehensive Plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the City Council desires to effect an amendment to a portion of the Future Land Use element of the Comprehensive Plan; and

WHEREAS, said amendment is consistent with the other portions of the Future Land Use Element and all other applicable elements of the Comprehensive Plan, as amended; and

WHEREAS, said amendment will affirmatively contribute to the health, safety and general welfare of the citizens of the City of Pensacola; and

WHEREAS, the City Council has followed all of the procedures set forth in §§163.3184 and 163.3187, Fla. Stat., and all other applicable provisions of law and local procedures with relation to amendment to the Future Land Use Element of the Comprehensive Plan; and

WHEREAS, proper public notice was provided and appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following amendment to the Comprehensive Plan and Future Land Use map of the City of Pensacola; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to the following described real property in the City of Pensacola, Florida, to-wit:

Parcel 1

THAT PORTION OF LOT 3 OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCING AT A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF SAID LOT 3 AT THE POINT OF INTERSECTION OF THE CENTER LINE OF TWO ROADS AT RIGHT ANGLES TO EACH OTHER, THENCE NORTH 50 FEET TO THE NORTH RIGHT-OF-WAY LINE OF A 100 FOOT WIDE ROAD; THENCE WEST 243 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WEST WITH SAID RIGHT-OF-WAY LINE 105 FEET; THENCE NORTH AT RIGHT ANGLES 301 FEET; THENCE EAST AT RIGHT ANGLES 105 FEET; THENCE SOUTH AT RIGHT ANGLES 301 FEET TO THE POINT OF BEGINNING, (BEING THE WEST 105 FEET OF THE EAST 348 FEET OF THE SOUTH 351 FEET OF AFORESAID LOT 3, SAVING AND RESERVING THE SOUTH 50 FEET, FOR A PUBLIC ROAD RIGHT-OF-WAY.)

### ALSO DESCRIBED AS:

SOUTH 301 FEET OF WEST 105 FEET OF EAST 158 7/10 FEET OF LOT F, BLOCK 3, ABB S/D, PLAT BOOK 1, PAGE 82 AS DESCRIBED IN O.R. BOOK 260 AT PAGE 546, AND O.R. BOOK 274, PAGE 334, ESCAMBIA COUNTY, FLORIDA.

### Parcel 2

THAT PORTION OF LOT 3, SECTION 31, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCING AT CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF SAID LOT 3, AT THE POINT OF INTERSECTION OF THE CENTER LINE OF TWO ROADS AT RIGHT ANGLES TO EACH OTHER; THENCE NORTH 50 FEET TO THE NORTH RIGHT-OF-WAY LINE OF A 100 FT. WIDE ROAD; THENCE WEST WITH SAID RIGHT-OF-WAY LINE 243 FEET; THENCE NORTH AT RIGHT ANGLES 301 FEET TO POINT OF BEGINNING; THENCE WEST AT RIGHT ANGLES 105 FEET; THENCE NORTH AT RIGHT ANGLES 301 FEET; THENCE EAST AT RIGHT ANGLES 105 FEET; THENCE NORTH AT 800 FEET AT RIGHT ANGLES TO POINT OF BEGINNING, BEING THE NORTH 301 FEET OF THE WEST 105 FEET OF THE EAST 348 FEET OF THE SOUTH 652 FEET OF AFORESAID LOT 3.

### Parcel "B"

THAT PORTION OF LOT 3, SECTION 31, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCING AT A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF SAID LOT 3 AT THE POINT OF INTERSECTION OF THE CENTER LINES OF TWO ROADS AT RIGHT ANGLES TO EACH OTHER; THENCE NORTH 50 FEET TO THE NORTH RIGHT-OF-WAY LINE OF A 100 FEET WIDE ROAD; THENCE WEST 138 FEET TO A POINT; THENCE CONTINUE WEST WITH SAID RIGHT-OF-WAY 105 FEET; THENCE NORTH AT RIGHT ANGLES 602 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE EAST AT RIGHT ANGLES 105 FEET; THENCE SOUTH AT RIGHT ANGLES 300 FEET; THENCE WEST AT RIGHT ANGLES 105 FEET; THENCE NORTH AT RIGHT ANGLES 300 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THE SAME BEING THE NORTH 300 FEET OF THE WEST 105 FEET OF THE EAST 243 FEET OF THE SOUTH 652 FEET OF AFORESAID LOT 3.

the same is hereby changed to C (Commercial) Future Land Use District, fully as if all of the said real property had been originally included in City of Pensacola C (Commercial)

Future Land Use District.

SECTION 2. The City Council shall by subsequently adopted ordinance change the zoning classification and zoning map for the subject property to a permissible zoning classification, as determined by the discretion of the City Council, which is consistent with the future land use classification adopted by this ordinance. Pending the adoption of such a rezoning ordinance, no development of the subject property shall be permitted which is inconsistent with the future land use classification adopted by this ordinance.

SECTION 3. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

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

SECTION 5. This ordinance shall 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

<u>REZONING</u>		/			The set of	OIA .
	ezoning	\$250.00 \$250.00		nent ≥ 10 acres) \$3,500.00 \$250.00 \$1,000.00	A PIORIDI	
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### STATE OF FLORIDA

### COUNTY OF ESCAMBIA

The foregoing instrument was executed and acknowledged by Carol Todd before me by means of \_\_\_\_\_\_ Physical Presence or \_\_\_\_\_ Online Notarization on 2 - (3 - 20 - 2), by .

Personally known \_\_\_\_\_ or Produced Identification \_\_\_\_\_ Type of Identification Produced \_

X a U U

Notary Public Print Name: My Commission Expires: Kathryn G. Wilson Notary Public State of Florida Commission No. FF965338 Commission Expires: March 21, 2020

REZONING
Please check application type:       Comprehensive Plan / FLUM Amendment         Conventional Rezoning       (< 10 acres)
Applicant Information:         Name:       SWAN TO daro       4 Curo / Todd       Date:       2/13/20         Address:       4400 Bayou Blod Sto 18 A BASG LO/G K. 32503         Phone:       850380-6160       Fax:       8504767899       Email:       STODARO & ADL. COM
Property Information: Owner Name: SUIAN Todaro (arol Todal Phone: 837380-6/60 Location/Address: 1765 Lansing dr. Rensacola Fa. 32504
Parcel ID: 3/1 5 30_196 101 5 003
Required Attachments:       (A) Full legal description of property (from deed or survey)         (B) General location map with property to be rezoned indicated thereon         The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s)         in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge         and belief as offthis       3         day of       1         Applicant Signature       Nobry for Corol         Susan Todaro       0         Applicant Name (Print)       Owner Name (Print)
Sworn to and subscribed to before me this 13 <sup>th</sup> day of February, 2020 By Susan Tocharo Name: <u>Amy O. Garrett</u> Commission Expires: 09/10/2022
uncil District: Date Received: Case Number: Case Number:
te Postcards mailed:Planning Board Date:Recommendation:
mmittee Date: Council Date: Council Action:
cond Reading: Ordinance Number:

### STATE OF FLORIDA

### COUNTY OF ESCAMBIA

The foregoing instrument was executed and acknowledged by Carol Todd before me by means of  $Physical Presence or _____ Online Notarization on 2 -13-2020, by .$ 

Personally known \_\_\_\_\_ or Produced Identification \_\_\_\_\_ Type of Identification Produced

us

Notary Public Print Name: My Commission Expires: Kathryn G. Wilson Notary Public State of Florida Commission No. FF965338 Commission Expires: March 21, 2020

OR BK 4960 PG1429 Escambia County, Florida INSTRUMENT 2002-999241

DEED DOC STRAPS PD & ESC/CO \$1330 migo

This Document Prepared By: Philip A. Bates, P.A. Post Office Box 1423 Pensacola, Florida 32596-1423

**Parcel ID Number:** 

Grantee TIN:\_\_\_\_

#### WARRANTY DEED (Statutory Form-Section 689.02, F.S.)

This Indenture, Made this 16th day of August, 2002, between MIRANKA FOUNTAIN, a married woman, GRANTOR, whose address is 2324 Windstone Drive, and SUSAN TODARO, an unmarried woman AND CAROL TODD, an unmarried woman, whose addresses are 2021 E. Cervantes Street and 6052 Chapman Circle, Pensacola, State of Florida, Grantee,

WITNESSETH, That said Grantor, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, as tenants in common and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida, to wit:

See Exhibit A attached hereto

THE ABOVE DESCRIBED PROPERTY IS NOT THE CONSTITUTIONAL HOMESTEAD OF MIRANKA FOUNTAIN.

Subject to zoning and other requirements imposed by governmental authorities; restrictions and matters appearing on the plat, if there is a recorded plat, or otherwise common to the subdivision, if the property is located within a subdivision; valid easements and mineral reservations of record affecting the property, if any, which are not hereby reimposed; and taxes for the current and subsequent years.

Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

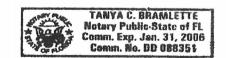
Signed, sealed and delivered

pur presence: Witness] Witness] Type/Print Name of

nanla tounta (SEAL)

# STATE OF FLORIDA

The foregoing instrument was acknowledged before me this 1670 day of , August 2002, by Miranka Fountain, a married woman who ( ) is personally known to me or who ( ) has produced an oath.



(Print/Type Name) NOTARY PUBLIC Commission Number: My Commission Expires:

(NOTARIAL SEAL)

#### DR BK 4960 P61430 Escambia County, Florida INSTRUMENT 2002-999241

#### Exhibit A

#### Parcel 1

#### ERNIE LEE MAGAHA Clerk of the Circuit Court INSTRUMENT 2002-999241

RCD Aug 23, 2002 01:30 pm Escambia County, Florida

That portion of Lot 3 of Section 31, Township 1 South, Range 30 West, Escambia County, Florida, described as follows: Commencing at a concrete monument at the Southeast corner of said Lot 3 at the point of intersection of the center line of two roads at right angles to each other, thence North 50 feet to the North right of way line of a 100 foot wide road; thence West 243 feet to the point of beginning; thence continue West with said right of way line 105 feet; thence North at right angles 301 feet; thence East at right angles 105 feet; thence South at right angles 301 feet to the point of beginning, (Being the West 105 feet of the East 348 feet of the South 351 feet of aforesaid Lot 3, saving and reserving the South 50 feet for a

also described as:

South 301 feet of West 105 feet of East 158 7/10 Feet of Lot F, Block 3, ABB S/D, Plat Book 1, Page 82 as described in O.R. Book 260 at page 546 and O.R. Book 274, Page 334, Escambia County, Florida.

Parcel 2

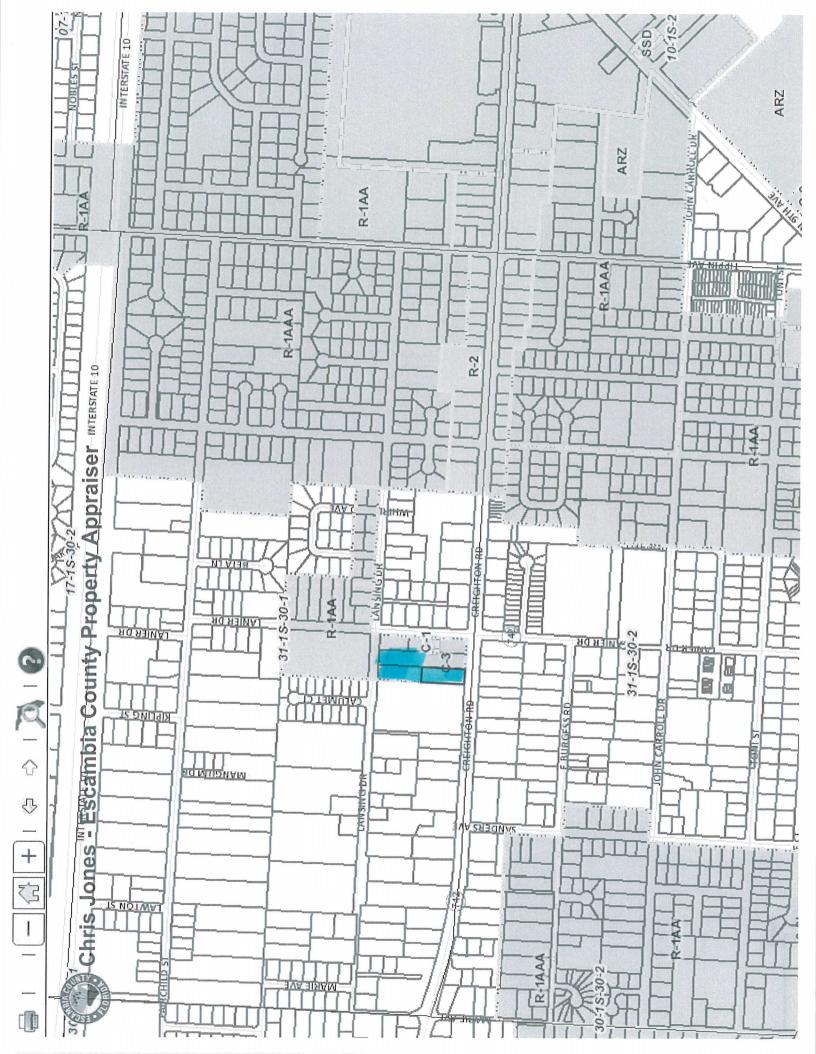
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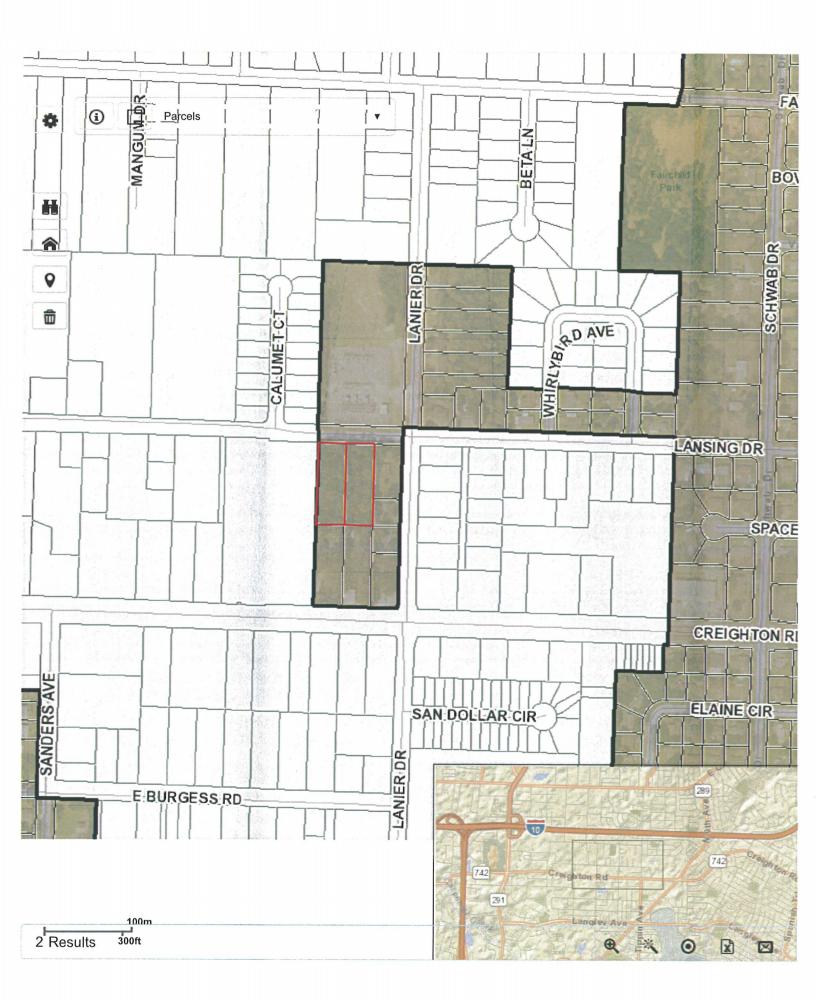
That portion of Lot 3, Section 31, Township 1 South, Range 30 West, Escambia County, Florida, described as follows: Commencing at concrete monument at the Southeast corner of said Lot 3, at the point of intersection of the center line of two roads at right angles to each other, thence North 50 feet to the North right-of-way line of a 100 ft wide road, thence West 105 feet, thence North at right angles 301 feet, thence North at right angles 301 feet to point of beginning, thence West at right angles point of beginning, being the North 301 feet of the West 105 feet of the East 348 feet of the South 652 feet of aforesaid Lot 3.

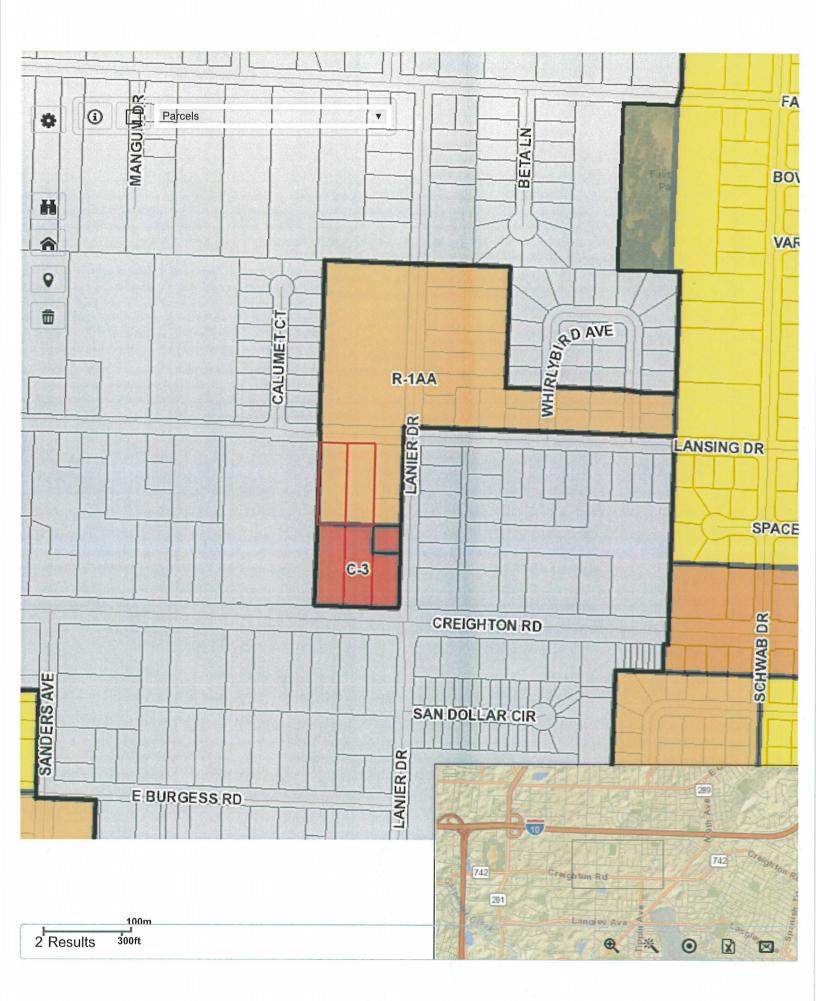
That portion of Lot 3, Section 31, Township 1 South, Range 30 West, Escambia County, Florida, described as follows: commencing at a concrete monument at the Southeast corner of said Lot 3 at the point of intersection of the center lines of two roads at right angles to each other; thence North 50 feet to the North right of way line of a 100 feet wide road, thence point of beginning of this description; thence East at right angles 105 feet; thence North at right angles 300 feet; thence West at right angles 105 feet; thence North at right angles 300 feet to the point of beginning of this description, the same being the North 300 feet of the West 105 feet of the East 243 feet of the South 652 feet of aforesaid Lot 3.

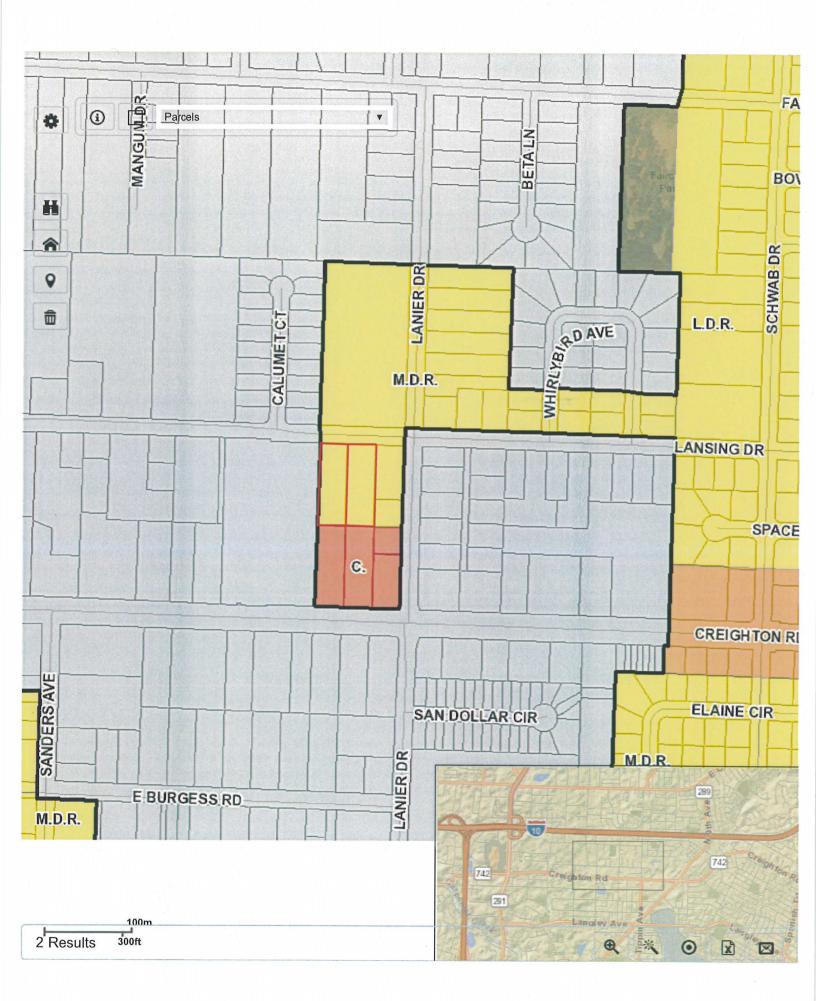
#### RECORDED AS RECEIVED

Page 1 of 1











## MINUTES OF THE PLANNING BOARD May 12, 2020

MEMBERS PRESENT:Chairperson Paul Ritz, Board Member Grundhoefer, Board<br/>Member Murphy, Board Member Wiggins<br/>Vice Chairperson Larson, Board Member SampsonMEMBERS ABSENT:Board Member PowellSTAFF PRESENT:Assistant Planning Director Cannon, Senior Planner Statler,<br/>Assistant City Attorney Lindsay, Historic Preservation<br/>Planner Harding, Assistant IT Manager Nichols

OTHERS PRESENT: None

## AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from March 10, 2020.
- New Business:
  - 1. Demo GRD Pensacola Energy Demolition 1515 E. Heinburg Street
  - 2. Final Plat Review Corta de La Rua
  - 3. License To Use Request 1 South Jefferson Street
  - 4. Vacation of Right-of-Way Request 16<sup>th</sup> Avenue
  - 5. Rezoning Sonia Avenue
  - 6. Rezoning 1700 BLK Lansing
  - 7. LDC PB Deadline Amendment
- Open Forum
- Discussion on the Proposed Amendment to the Tree Ordinance
- Adjournment

## Call to Order / Quorum Present

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

#### Approval of Meeting Minutes

Board Member Murphy made a motion to approve the March 10, 2020 minutes, seconded by Board Member Sampson, and it carried unanimously.

#### New Business

#### Demo-GRD Pensacola Energy - 1515 E. Heinburg Street

Chairperson Ritz advised this was a request to demolish two under-utilized buildings on the applicant's property. Assistant Planning Director Cannon presented to the Board and explained the property was in the Gateway Review District which prompted the need for Planning Board approval. She stated a decorative fence would be placed around the remaining water meter structures.

Board Member Wiggins made a motion to approve, seconded by Vice Chairperson Larson, and it carried unanimously.

#### Final Plat Review – Corta de La Rua

Chairperson Ritz noted the discussion of this item had been around it being an appropriate and beneficial use to the neighborhood; it was noted the preliminary plat approval was unanimous.

Vice Chairperson Larson made a motion to approve, seconded by Board Member Wiggins, and it carried unanimously.

#### License to Use Request – 1 South Jefferson Street

Chairperson Ritz explained this request was for the Puppy Pit application, and as a pedestrian who passed this area frequently, he felt it was a much needed area for downtown and would be a welcomed addition. Assistant Planning Director Cannon stated this item went before the Architectural Review Board who unanimously approved it. Board Member Wiggins made a motion to approve, seconded by Vice Chairperson Larson. Board Member Murphy guestioned who would maintain the dog park. Staff explained that it would be maintained by the Downtown Improvement Board (DIB). Board Member Murphy asked about ADA compliance, and Chairperson Ritz explained the Board was not approving construction documents; Building Inspections would be responsible for review for compliance; this Board was addressing the License to Use contract. Elsie Zhang with the Jerry Pate Company stated the DIB would maintain these projects through a maintenance agreement with the City. Lissa Deese, Executive Director of the DIB, explained the DIB would maintain the right-of-way on these projects. She also indicated there would be a waste station, a dog water fountain and signage informing the public of their locations. She also explained the DIB was not using City tax dollars, but the funds were coming from the ad valorem within the DIB to pay for the park and the maintenance. Ad valorem monies would be used for street ambassadors who would see that the puppy park was properly maintained.

## The motion then carried unanimously.

## Vacation of Right-of-Way Request – 16<sup>th</sup> Avenue

Chairperson Ritz advised the comments from the utility providers had been addressed. Assistant Planning Director Cannon stated the applicant had demolished a home in order to allow for the creation of two lots. Mark Norris, Rebol-Battle, the applicant's consultant, explained there was no intention of subdividing the lot but to build another structure for

rental purposes. Board Member Wiggins asked if this was one or two city lots, and Mr. Norris stated it was one city lot. Chairperson Ritz reminded the Board this was a vacation of right-of-way which would mean the property would be given over to the property owner if approved by the City Council. Councilwoman Meyers was informed the applicant wanted to vacate 10' adjacent to their property and parallel to 16<sup>th</sup> Avenue. Mr. Norris clarified the applicants were looking for the west 10' of the right-of-way of 16<sup>th</sup> Avenue to be vacated, which would leave 70' of right-of-way. The City of Pensacola would retain the utility easement which had already been cleared for this vacation; 16<sup>th</sup> Avenue would not be closed. Board Member Wiggins made a motion to approve, seconded by Board Member Sampson, and it carried unanimously.

#### **Rezoning – Sonia Avenue**

This property is currently split zoned with R2-B, Multiple Family Zoning District and CO, Conservation Zoning District and the existing Future Land Use Map (FLUM) designation is HDR, High Density Residential and CO. Chairperson Ritz explained the applicant is proposing to amend the zoning district to R-1AA, Single Family Residential so that the bank would be appeased in the financing for their purchase. Board Member Wiggins made a motion to approve, seconded by Board Member Murphy. Vice Chairperson Larson asked about the conservation area. Assistant Planning Director Cannon advised that the conservation area was meant to be a preventive measure when it was a higher density zoning district; when it was the apartment complex, the conservation area was placed as a buffer zone to not allow the HDR to migrate over into the neighborhood. Senior Planner Statler explained the existing single family residence was bisected by the Conservation Zoning District and the current R2-B which placed repairs and extensions to that building in question, and the bank was uncomfortable with the existing building being bisected by those zoning districts. They preferred the zoning be designated R-1AA as it used to be. She explained the conservation strip at the bottom of the property was recently altered by Council to a date certain with the Coastal High Hazard Area and should not be impacted by the rezoning. It was noted the ability to use the waterfront would not be affected. The motion then carried 4 to 1 with Vice Chairperson Larson dissenting.

## Rezoning – 1700 BLK Lansing

Chairperson Ritz stated he had concerns with the C-3 request. He pointed out the property across the street was county. Board Member Murphy advised she knows Ms. Todaro who has tried to sell the property as residential, but because of the substation, she was not able to do so. Board Member Murphy explained she felt there would be no problem with a C-1 or C-2 designation, but a C-3 might be too extreme. Chairperson Ritz explained a C-1 or C-2 could be offered. Assistant Planning Director Cannon advised Councilwoman Meyers preferred C-1 designation. Chairperson Ritz explained the Board's decision would proceed to Council for consideration. Vice Chairperson Larson made a motion to approve C-1 zoning, seconded by Board Member Sampson, and it carried unanimously.

## (Board Member Grundhoefer arrived.)

LDC PB Deadline Amendment Chairperson Ritz explained the suggestion was to move all deadlines one month out. Assistant Planning Director Cannon stated that this would better accommodate external reviewing agencies, i.e., Gulf Power, AT&T, and ECUA, by allowing them more time to review and comment. It would also place all items on the same track

as subdivisions and rezonings. Vice Chairperson Larson made a motion to approve, seconded by Board Member Wiggins. Chairperson Ritz personally believed 30 days consistent with all applications would give other entities time to adequately address their concerns and would be beneficial to the citizens. The motion then carried unanimously.

Board Member Murphy received a text message from Ms. Todaro (1770 BLK Lansing rezoning). Staff advised Ms. Todaro would have been called if the Board had questions. Assistant City Attorney Lindsay advised this Board was a recommending body for this item and was not obligated to change its motion. The applicant would have an opportunity to discuss with Council since they were the body making the determination. Ms. Todaro explained to the Board that the front of property is C-3, and it needs to be the same zoning in order to sell. Chairperson Ritz explained the Board weighs the pros and cons and what is best for the City and was not there to help sell the property. **The Board offered a C-1 which would proceed to Council for consideration. He felt if the Board revoted for a C-3, it would fail; the vote stands.** C-1 designation was explained to the applicant and that she could accomplish what she wanted with C-1.

# <u> Open Forum</u> – None

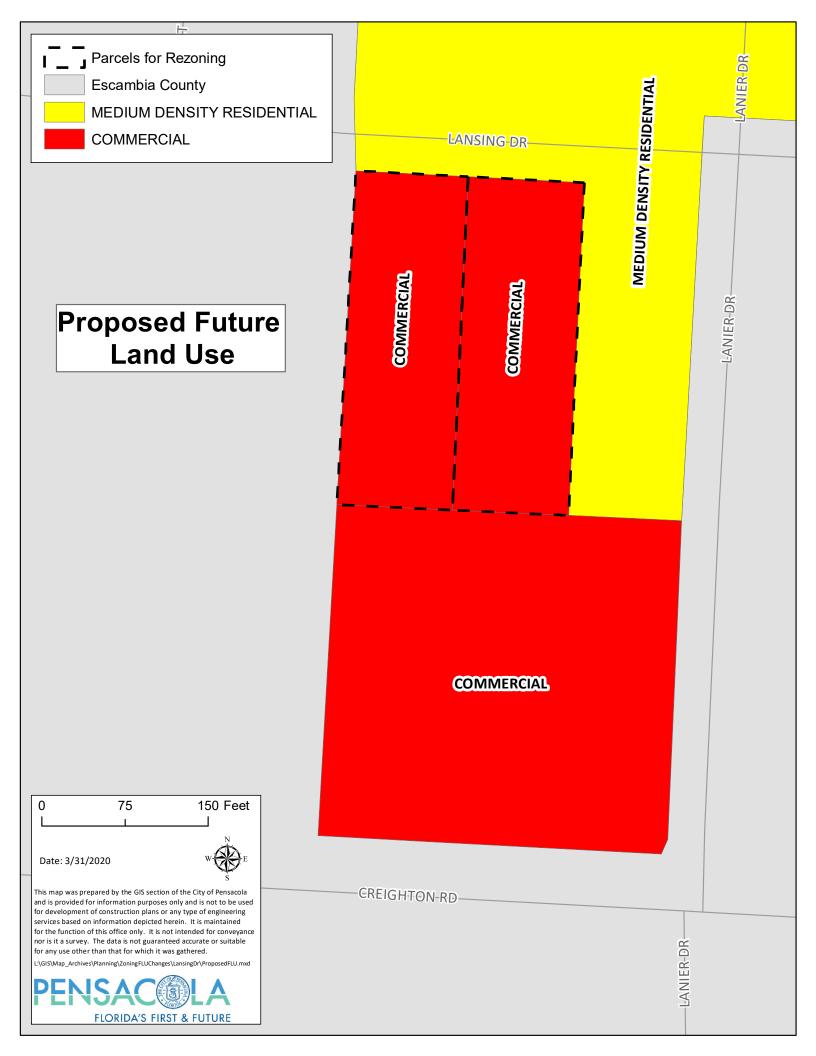
#### **Discussion on the Proposed Amendment to the Tree Ordinance**

Board Member Murphy addressed the Board and explained she was waiting for professors at the University of Florida on conducting virtual meetings, but they felt they would not get the needed public participation. She advised they were still willing to come to Pensacola for three days for meetings to get citizens engaged and talk with the Board. Board Member Wiggins advised the State passed legislation in June 2019 which restricts municipalities from being able to put in tree ordinances. Board Member Murphy advised the University representatives had developed major tree and landscape ordinances for Miami, Tampa, Jacksonville and Orlando. It was noted that staff would forward this communication to Board Member Murphy. Chairperson Ritz clarified the Board could not suggest legislation that would conflict with something the State had set as a rule of law or ordinance. It was determined that Board Member Wiggins will send the letter to staff for distribution.

<u>Adjournment</u> – With no further business, Chairperson Ritz thanked the Board for its patience with the change in methods of physical and virtual participation and adjourned the meeting at 3:10 pm.

Respectfully Submitted,

Cynthia Cannon, AICP Assistant Planning Director Secretary to the Board





Memorandum

File #: 26-20

**City Council** 

7/16/2020

## LEGISLATIVE ACTION ITEM

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

SUBJECT:

PROPOSED ORDINANCE NO. 26-20 - REQUEST FOR ZONING MAP AMENDMENT - 1700 BLK LANSING DRIVE

#### **RECOMMENDATION:**

That City Council adopt Proposed Ordinance No. 26-20 on second reading:

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; REPEALING CLAUSE AND EFFECTIVE DATE.

#### HEARING REQUIRED: Public

## SUMMARY:

Susan Todaro and Carol Todd are requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 1700 BLK Lansing Drive. The property is currently zoned R-1AA, One and Two Family Residential Zoning District, and the existing FLUM designation is MDR, Medium Density Residential.

The applicant is proposing to amend the zoning district to C-1, Retail Commercial Zoning District and the FLUM to Commercial. This will be consistent with the adjacent parcels abutting Creighton Road, which are zoned C-3 and have a Commercial FLUM designation.

On May 12, 2020, the Planning Board unanimously recommended approval of amending the zoning district to C-1, instead of the applicant's original request of C-3, in order to ensure more compatibility with the surrounding neighborhood. The applicant accepted the recommendation of Planning Board and amended their request accordingly

## PRIOR ACTION:

June 11, 2020 - The City Council conducted a public hearing and approved Proposed Ordinance No. 26-20 on first reading.

# FUNDING:

N/A

# FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

5/19/2020

# STAFF CONTACT:

Keith Wilkins, City Administrator Kerrith Fiddler, Deputy City Administrator - Community Development Sherry H. Morris, AICP, Planning Services Director

# ATTACHMENTS:

- 1) Proposed Ordinance No. 26-20
- 2) Planning Board Rezoning Application
- 3) Planning Board Minutes May 12 2020 DRAFT
- 4) Zoning Map May 2020

## PRESENTATION: No

PROPOSED ORDINANCE NO. <u>26-20</u>

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

AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; FLORIDA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola adopted a Comprehensive Plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to §163.3174, Fla. Stat., and a proper public hearing was held on June 11, 2020 concerning the following proposed zoning classification affecting the property described therein; and

WHEREAS, after due deliberation, the City Council has determined that the amended zoning classification set forth herein will affirmatively contribute to the health, safety, and general welfare of the citizens of the City of Pensacola; and

WHEREAS, said amended zoning classification is consistent with all applicable elements of the Comprehensive Plan as amended, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

Parcel 1

THAT PORTION OF LOT 3 OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCING AT A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF SAID LOT 3 AT THE POINT OF INTERSECTION OF THE CENTER LINE OF TWO ROADS AT RIGHT ANGLES TO EACH OTHER, THENCE NORTH 50 FEET TO THE NORTH RIGHT-OF-WAY LINE OF A 100 FOOT WIDE ROAD; THENCE WEST 243 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WEST WITH SAID RIGHT-OF-WAY LINE 105 FEET; THENCE NORTH AT RIGHT ANGLES 301 FEET; THENCE EAST AT RIGHT ANGLES 105 FEET; THENCE SOUTH AT RIGHT ANGLES 301 FEET TO THE POINT OF BEGINNING, (BEING THE WEST 105 FEET OF THE EAST 348 FEET OF THE SOUTH 351 FEET OF AFORESAID LOT 3, SAVING AND RESERVING THE SOUTH 50 FEET, FOR A PUBLIC ROAD RIGHT-OF-WAY.)

ALSO DESCRIBED AS:

SOUTH 301 FEET OF WEST 105 FEET OF EAST 158 7/10 FEET OF LOT F, BLOCK 3, ABB S/D, PLAT BOOK 1, PAGE 82 AS DESCRIBED IN O.R. BOOK 260 AT PAGE 546, AND O.R. BOOK 274, PAGE 334, ESCAMBIA COUNTY, FLORIDA.

#### Parcel 2

THAT PORTION OF LOT 3, SECTION 31, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCING AT CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF SAID LOT 3, AT THE POINT OF INTERSECTION OF THE CENTER LINE OF TWO ROADS AT RIGHT ANGLES TO EACH OTHER; THENCE NORTH 50 FEET TO THE NORTH RIGHT-OF-WAY LINE OF A 100 FT. WIDE ROAD; THENCE WEST WITH SAID RIGHT-OF-WAY LINE 243 FEET; THENCE NORTH AT RIGHT ANGLES 301 FEET TO POINT OF BEGINNING; THENCE WEST AT RIGHT ANGLES 105 FEET; THENCE NORTH AT RIGHT ANGLES 105 FEET; THENCE NORTH AT RIGHT ANGLES 105 FEET; THENCE NORTH AT RIGHT ANGLES 105 FEET; THENCE SOUTH 301 FEET AT RIGHT ANGLES TO POINT OF BEGINNING, BEING THE NORTH 301 FEET OF THE WEST 105 FEET OF THE EAST 348 FEET OF THE SOUTH 652 FEET OF AFORESAID LOT 3.

#### Parcel "B"

THAT PORTION OF LOT 3, SECTION 31, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCING AT A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF SAID LOT 3 AT THE POINT OF INTERSECTION OF THE CENTER LINES OF TWO ROADS AT RIGHT ANGLES TO EACH OTHER; THENCE NORTH 50 FEET TO THE NORTH RIGHT-OF-WAY LINE OF A 100 FEET WIDE ROAD; THENCE WEST 138 FEET TO A POINT; THENCE CONTINUE WEST WITH SAID RIGHT-OF-WAY 105 FEET; THENCE NORTH AT RIGHT ANGLES 602 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE EAST AT RIGHT ANGLES 105 FEET; THENCE SOUTH AT RIGHT ANGLES 300 FEET; THENCE WEST AT RIGHT ANGLES 105 FEET; THENCE NORTH AT RIGHT ANGLES 300 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THE SAME BEING THE NORTH 300 FEET OF THE WEST 105 FEET OF THE EAST 243 FEET OF THE SOUTH 652 FEET OF AFORESAID LOT 3.

is hereby changed in its entirety to C-1 (Retail Commercial) Zoning District.

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

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

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

Adopted: \_\_\_\_\_

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

Attest:

City Clerk

Please check application type: Comprehensive Plan / FLUM Amendment Comprehensing Plan / FLUM Amendment	<u>REZONING</u>		,	The second secon	
Name:       SWAN TO data       4 (4rol / Todd       Date:       2/3/2*         Address:       4400       Baypoulled Stors       Apple Stors       32503         Phone:       850380-6160       Fax:       350 y716 7899       Email:       5TODA&@ & Aol. & Cont         Property Information:       Owner Name:       SWAN Todato       (4rol / Todd)       Phone: \$250370         Owner Name:       SWAN Todato       (4rol / Todd)       Phone: \$250370         Owner Name:       SWAN Todato       (4rol / Todd)       Phone: \$250370         Parcel ID:       3,11       \$30 190 062 003	Conventional Rezoning Application Fee: \$2,500. Rehearing/Rescheduling	00 (Planning Board): \$250.00 (Planning Board): \$250.00	$\square (\ge 10 \text{ acres}) \\ \$3,500.00 \\ \$250.00$	Florion 4	
Owner Name:       SUAN Toduco       Curol Todu       Phone:       950 390 - 4/40         Location/Address:       4700       Landing dr.       Refue landing dr.       Re	Name: SWAN TO d Address: 4400 Bayo	UBIND Sto 18 A APASA	10/9 K. 3250	13/20 3 AOL. COM	
Parcel ID: <u>3</u> /1 530 190 062 003Acres/Square Feet: <u>0</u> , 7128 Zoning Classification: Existing <u>PL-AA</u> Proposed <u>C3</u> Future Land Use Classification: Existing <u>MDR</u> Proposed <u>C3</u> Reason Rezoning Requested: <u>70 MITCH AJ0/n/ny ANPC/44</u> []	Owner Name: SUSAN To			10380-6/60	
Required Attachments:       (A) Full legal description of property (from deed or survey)         (B) General location map with property to be rezoned indicated thereon         The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 13 day of Febr Wary, 20 20.         N       Norther attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 13 day of Febr Wary, 20 20.       Norther for date attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 13 day of Febr Wary, 20 20.         Applicant Signature	Zoning Classification: Existing Future Land Use Classification:	RI-AA Existing MDR	Proposed C3	Feet: 0, 7128	
The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this. 13 day of Febr Wary, 20 20					
Image: Second State of Flor         Notary Public State of Flor         Army O Garrett       My Commission GG 2568         uncil District:        Date Received:        Case Number:        Kernett       My Commission GG 2568         te Postcards mailed:        Planning Board Date:        Recommendation:	The above information, together v in the subject application, and all and belief as of this <u>13</u> day of	with all other answers and information pro other attachments thereto, is accurate and of <u>February</u> , 20 <u>20</u> <u>A Chrulbdd</u> Owner Signature	ovided by me (us) as petitioner complete to the best of my (ou 	(s)/applicant (s) Ir) knowledge Notor for Carol Todd 2Hocked	
uncil District: Date Received: Case Number: Recommendation:	Susan Toda	Acces		Jof Den	
te Postcards mailed:Planning Board Date:Recommendation:	Susan Toda Applicant Name (Print)	Owner Name (Prin	nt)	Isan Todaro FLOL-Tan 10/2022	0797
mmittee Date: Council Date: Council Action:	Susan Toda Applicant Name (Print) Sworn to and subscribed to before Name: <u>Amy O. Ga</u>	Owner Name (Prir e me this <u>13</u> day of <u>Februar</u> <u>ervett</u>	nt) <u>Y</u> , 20 <u>20</u> by Sr Commission Expires: <u>09</u> /	Army O Garret My Commission GG	of Florid
	Susan Toda Applicant Name (Print) Sworn to and subscribed to before Name: <u>Amy O. Ga</u> neil District:	Owner Name (Prin e me this <u>13</u> day of <u>Februar</u> <u>Ervett</u> <u>For office use only</u> Date Received:	nt) $\underline{Y}_{,20}\underline{a0}$ by $S_{i}$ Commission Expires: <u>09</u> Case Number:	Notary Public State of Army O Garrett My Commission GG Expires 09/10/2022	of Floric

#### STATE OF FLORIDA

#### COUNTY OF ESCAMBIA

The foregoing instrument was executed and acknowledged by Carol Todd before me by means of \_\_\_\_\_\_ Physical Presence or \_\_\_\_\_ Online Notarization on 2 - (3 - 20 - 2), by .

Personally known \_\_\_\_\_ or Produced Identification \_\_\_\_\_ Type of Identification Produced \_

X a U U

Notary Public Print Name: My Commission Expires: Kathryn G. Wilson Notary Public State of Florida Commission No. FF965338 Commission Expires: March 21, 2020

REZONING
Please check application type:
Conventional Rezoning       Comprehensive Plan / FLUM Amendment         Application Fee: \$2,500.00       \$3,500.00         Rehearing/Rescheduling (Planning Board): \$250.00       \$250.00         Rehearing/Rescheduling (City Council): \$750.00       \$750.00
Applicant Information: Name: SWAN TO daro & Chrol Todd Date: 2/13/20 Address: 4400 Bayou Blud Sto 18 A ADASG LO/G K. 32503 Phone: 850380-6160 Fax: 850476 7899 Email: STODARO CAOL. COM
Property Information: Owner Name: SUSAN Todaro Chrol Todal Phone: \$37390-6/60 Location/Address: 1765 LANSING dr. RAJAcofa FE. 32504
Parcel ID: 3/1 5 30_190 101 5 003 Acres/Square Feet: 0, 7255
Future Land Use Classification: Existing MDK Proposed Proposed
Reason Rezoning Requested: TO MATCH a Joining property.
Required Attachments: (A) Full legal description of property (from deed or survey) (B) General location map with property to be rezoned indicated thereon
The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 3 day of <u>POMANY</u> , 2020. <u>Noby</u> for Carol Todd attached Applicant Signature <u>Susan Todavo</u> Applicant Name (Print)
Sworn to and subscribed to before me this 13th day of February, 2020 By Susan Tochero Name: <u>Any O. Garrett</u> Commission Expires: 09/10/2022
FOR OFFICE USE ONLY     Notary Public State of Florida       Council District:     Date Received:     Case Number:
Date Postcards mailed: Planning Board Date: Recommendation:
Committee Date: Council Date: Council Action:
Second Reading: Ordinance Number:

#### STATE OF FLORIDA

#### COUNTY OF ESCAMBIA

The foregoing instrument was executed and acknowledged by Carol Todd before me by means of  $Physical Presence or ____ Online Notarization on 2 -13-2020, by .$ 

Personally known \_\_\_\_\_ or Produced Identification \_\_\_\_\_ Type of Identification Produced

us

Notary Public Print Name: My Commission Expires: Kathryn G. Wilson Notary Public State of Florida Commission No. FF965338 Commission Expires: March 21, 2020

OR BK 4960 PG1429 Escambia County, Florida INSTRUMENT 2002-999241

DEED DOC STRAPS PD & ESC/CO \$1330 migo

This Document Prepared By: Philip A. Bates, P.A. Post Office Box 1423 Pensacola, Florida 32596-1423

**Parcel ID Number:** 

Grantee TIN:\_\_\_\_

#### WARRANTY DEED (Statutory Form-Section 689.02, F.S.)

This Indenture, Made this 16th day of August, 2002, between MIRANKA FOUNTAIN, a married woman, GRANTOR, whose address is 2324 Windstone Drive, and SUSAN TODARO, an unmarried woman AND CAROL TODD, an unmarried woman, whose addresses are 2021 E. Cervantes Street and 6052 Chapman Circle, Pensacola, State of Florida, Grantee,

WITNESSETH, That said Grantor, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, as tenants in common and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida, to wit:

See Exhibit A attached hereto

THE ABOVE DESCRIBED PROPERTY IS NOT THE CONSTITUTIONAL HOMESTEAD OF MIRANKA FOUNTAIN.

Subject to zoning and other requirements imposed by governmental authorities; restrictions and matters appearing on the plat, if there is a recorded plat, or otherwise common to the subdivision, if the property is located within a subdivision; valid easements and mineral reservations of record affecting the property, if any, which are not hereby reimposed; and taxes for the current and subsequent years.

Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

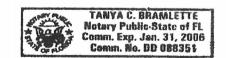
Signed, sealed and delivered

pur presence: Witness] Witness] Type/Print Name of

nanla tounta (SEAL)

# STATE OF FLORIDA

The foregoing instrument was acknowledged before me this 1670 day of , August 2002, by Miranka Fountain, a married woman who ( ) is personally known to me or who ( ) has produced an oath.



(Print/Type Name) NOTARY PUBLIC Commission Number: My Commission Expires:

(NOTARIAL SEAL)

#### DR BK 4960 P61430 Escambia County, Florida INSTRUMENT 2002-999241

#### Exhibit A

#### Parcel 1

#### ERNIE LEE MAGAHA Clerk of the Circuit Court INSTRUMENT 2002-999241

RCD Aug 23, 2002 01:30 pm Escambia County, Florida

That portion of Lot 3 of Section 31, Township 1 South, Range 30 West, Escambia County, Florida, described as follows: Commencing at a concrete monument at the Southeast corner of said Lot 3 at the point of intersection of the center line of two roads at right angles to each other, thence North 50 feet to the North right of way line of a 100 foot wide road; thence West 243 feet to the point of beginning; thence continue West with said right of way line 105 feet; thence North at right angles 301 feet; thence East at right angles 105 feet; thence South at right angles 301 feet to the point of beginning, (Being the West 105 feet of the East 348 feet of the South 351 feet of aforesaid Lot 3, saving and reserving the South 50 feet for a

also described as:

South 301 feet of West 105 feet of East 158 7/10 Feet of Lot F, Block 3, ABB S/D, Plat Book 1, Page 82 as described in O.R. Book 260 at page 546 and O.R. Book 274, Page 334, Escambia County, Florida.

Parcel 2

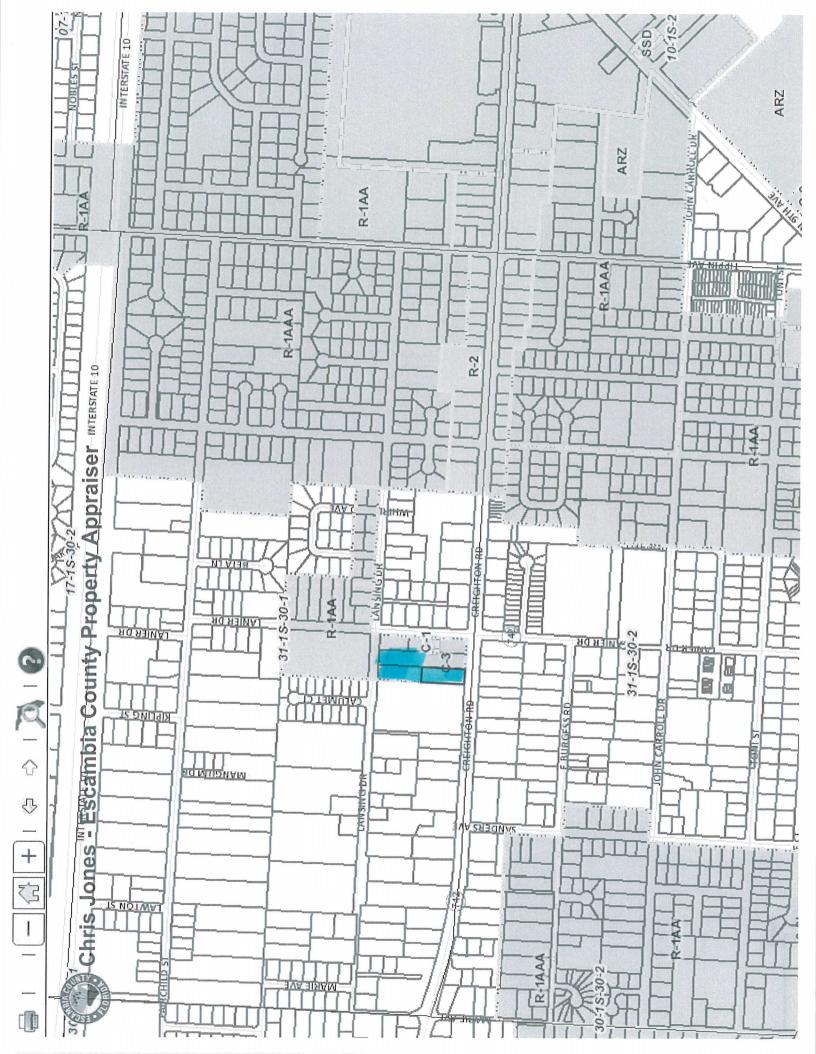
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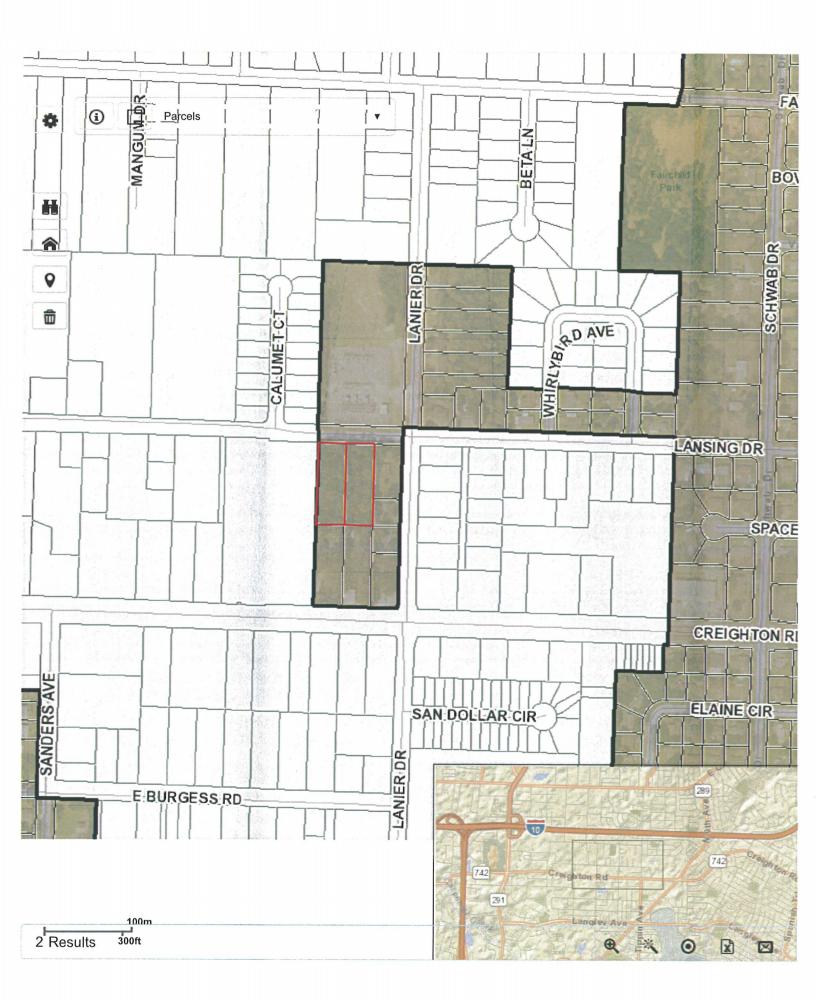
That portion of Lot 3, Section 31, Township 1 South, Range 30 West, Escambia County, Florida, described as follows: Commencing at concrete monument at the Southeast corner of said Lot 3, at the point of intersection of the center line of two roads at right angles to each other, thence North 50 feet to the North right-of-way line of a 100 ft wide road, thence West 105 feet, thence North at right angles 301 feet, thence North at right angles 301 feet to point of beginning, thence West at right angles point of beginning, being the North 301 feet of the West 105 feet of the East 348 feet of the South 652 feet of aforesaid Lot 3.

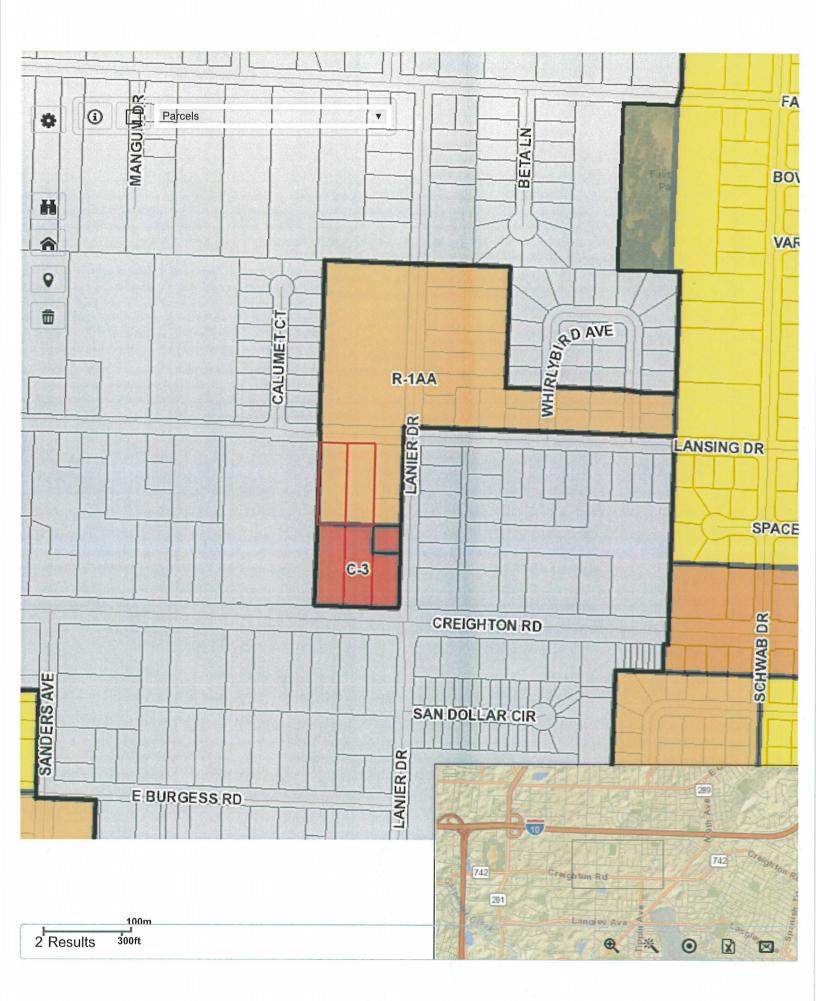
That portion of Lot 3, Section 31, Township 1 South, Range 30 West, Escambia County, Florida, described as follows: commencing at a concrete monument at the Southeast corner of said Lot 3 at the point of intersection of the center lines of two roads at right angles to each other; thence North 50 feet to the North right of way line of a 100 feet wide road, thence point of beginning of this description; thence East at right angles 105 feet; thence North at right angles 300 feet; thence West at right angles 105 feet; thence North at right angles 300 feet to the point of beginning of this description, the same being the North 300 feet of the West 105 feet of the East 243 feet of the South 652 feet of aforesaid Lot 3.

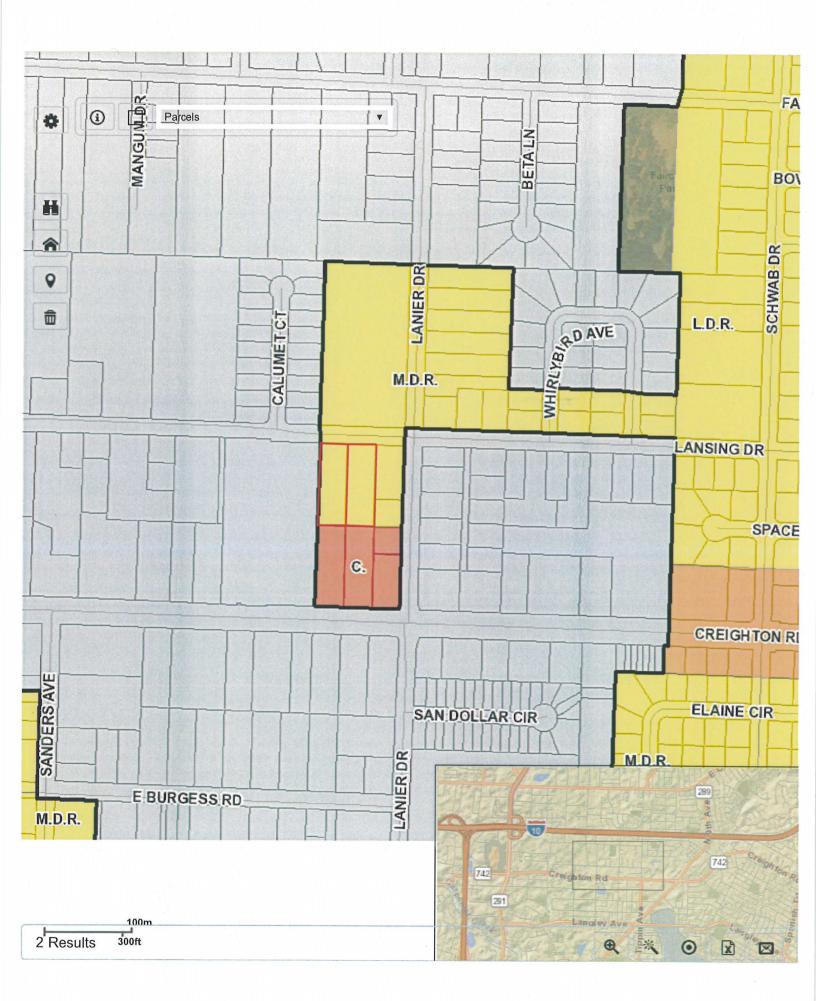
#### RECORDED AS RECEIVED

Page 1 of 1











## MINUTES OF THE PLANNING BOARD May 12, 2020

MEMBERS PRESENT:Chairperson Paul Ritz, Board Member Grundhoefer, Board<br/>Member Murphy, Board Member Wiggins<br/>Vice Chairperson Larson, Board Member SampsonMEMBERS ABSENT:Board Member PowellSTAFF PRESENT:Assistant Planning Director Cannon, Senior Planner Statler,<br/>Assistant City Attorney Lindsay, Historic Preservation<br/>Planner Harding, Assistant IT Manager Nichols

OTHERS PRESENT: None

## AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from March 10, 2020.
- New Business:
  - 1. Demo GRD Pensacola Energy Demolition 1515 E. Heinburg Street
  - 2. Final Plat Review Corta de La Rua
  - 3. License To Use Request 1 South Jefferson Street
  - 4. Vacation of Right-of-Way Request 16<sup>th</sup> Avenue
  - 5. Rezoning Sonia Avenue
  - 6. Rezoning 1700 BLK Lansing
  - 7. LDC PB Deadline Amendment
- Open Forum
- Discussion on the Proposed Amendment to the Tree Ordinance
- Adjournment

## Call to Order / Quorum Present

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

#### Approval of Meeting Minutes

Board Member Murphy made a motion to approve the March 10, 2020 minutes, seconded by Board Member Sampson, and it carried unanimously.

#### New Business

#### Demo-GRD Pensacola Energy - 1515 E. Heinburg Street

Chairperson Ritz advised this was a request to demolish two under-utilized buildings on the applicant's property. Assistant Planning Director Cannon presented to the Board and explained the property was in the Gateway Review District which prompted the need for Planning Board approval. She stated a decorative fence would be placed around the remaining water meter structures.

Board Member Wiggins made a motion to approve, seconded by Vice Chairperson Larson, and it carried unanimously.

#### Final Plat Review – Corta de La Rua

Chairperson Ritz noted the discussion of this item had been around it being an appropriate and beneficial use to the neighborhood; it was noted the preliminary plat approval was unanimous.

Vice Chairperson Larson made a motion to approve, seconded by Board Member Wiggins, and it carried unanimously.

#### License to Use Request – 1 South Jefferson Street

Chairperson Ritz explained this request was for the Puppy Pit application, and as a pedestrian who passed this area frequently, he felt it was a much needed area for downtown and would be a welcomed addition. Assistant Planning Director Cannon stated this item went before the Architectural Review Board who unanimously approved it. Board Member Wiggins made a motion to approve, seconded by Vice Chairperson Larson. Board Member Murphy guestioned who would maintain the dog park. Staff explained that it would be maintained by the Downtown Improvement Board (DIB). Board Member Murphy asked about ADA compliance, and Chairperson Ritz explained the Board was not approving construction documents; Building Inspections would be responsible for review for compliance; this Board was addressing the License to Use contract. Elsie Zhang with the Jerry Pate Company stated the DIB would maintain these projects through a maintenance agreement with the City. Lissa Deese, Executive Director of the DIB, explained the DIB would maintain the right-of-way on these projects. She also indicated there would be a waste station, a dog water fountain and signage informing the public of their locations. She also explained the DIB was not using City tax dollars, but the funds were coming from the ad valorem within the DIB to pay for the park and the maintenance. Ad valorem monies would be used for street ambassadors who would see that the puppy park was properly maintained.

## The motion then carried unanimously.

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This property is currently split zoned with R2-B, Multiple Family Zoning District and CO, Conservation Zoning District and the existing Future Land Use Map (FLUM) designation is HDR, High Density Residential and CO. Chairperson Ritz explained the applicant is proposing to amend the zoning district to R-1AA, Single Family Residential so that the bank would be appeased in the financing for their purchase. Board Member Wiggins made a motion to approve, seconded by Board Member Murphy. Vice Chairperson Larson asked about the conservation area. Assistant Planning Director Cannon advised that the conservation area was meant to be a preventive measure when it was a higher density zoning district; when it was the apartment complex, the conservation area was placed as a buffer zone to not allow the HDR to migrate over into the neighborhood. Senior Planner Statler explained the existing single family residence was bisected by the Conservation Zoning District and the current R2-B which placed repairs and extensions to that building in question, and the bank was uncomfortable with the existing building being bisected by those zoning districts. They preferred the zoning be designated R-1AA as it used to be. She explained the conservation strip at the bottom of the property was recently altered by Council to a date certain with the Coastal High Hazard Area and should not be impacted by the rezoning. It was noted the ability to use the waterfront would not be affected. The motion then carried 4 to 1 with Vice Chairperson Larson dissenting.

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Chairperson Ritz stated he had concerns with the C-3 request. He pointed out the property across the street was county. Board Member Murphy advised she knows Ms. Todaro who has tried to sell the property as residential, but because of the substation, she was not able to do so. Board Member Murphy explained she felt there would be no problem with a C-1 or C-2 designation, but a C-3 might be too extreme. Chairperson Ritz explained a C-1 or C-2 could be offered. Assistant Planning Director Cannon advised Councilwoman Meyers preferred C-1 designation. Chairperson Ritz explained the Board's decision would proceed to Council for consideration. Vice Chairperson Larson made a motion to approve C-1 zoning, seconded by Board Member Sampson, and it carried unanimously.

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as subdivisions and rezonings. Vice Chairperson Larson made a motion to approve, seconded by Board Member Wiggins. Chairperson Ritz personally believed 30 days consistent with all applications would give other entities time to adequately address their concerns and would be beneficial to the citizens. The motion then carried unanimously.

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# <u> Open Forum</u> – None

#### **Discussion on the Proposed Amendment to the Tree Ordinance**

Board Member Murphy addressed the Board and explained she was waiting for professors at the University of Florida on conducting virtual meetings, but they felt they would not get the needed public participation. She advised they were still willing to come to Pensacola for three days for meetings to get citizens engaged and talk with the Board. Board Member Wiggins advised the State passed legislation in June 2019 which restricts municipalities from being able to put in tree ordinances. Board Member Murphy advised the University representatives had developed major tree and landscape ordinances for Miami, Tampa, Jacksonville and Orlando. It was noted that staff would forward this communication to Board Member Murphy. Chairperson Ritz clarified the Board could not suggest legislation that would conflict with something the State had set as a rule of law or ordinance. It was determined that Board Member Wiggins will send the letter to staff for distribution.

<u>Adjournment</u> – With no further business, Chairperson Ritz thanked the Board for its patience with the change in methods of physical and virtual participation and adjourned the meeting at 3:10 pm.

Respectfully Submitted,

Cynthia Cannon, AICP Assistant Planning Director Secretary to the Board





Memorandum

File #: 27-20

City Council

7/16/2020

## LEGISLATIVE ACTION ITEM

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

SUBJECT:

PROPOSED ORDINANCE NO. 27-20 - PROPOSED AMENDMENT TO THE LAND DEVELOPMENT CODE - CITY CODE SECTION 12-2-4, VACATION OF STREETS, ALLEYS, SECTION 12-12-7, LICENSE TO USE RIGHT OF WAY, SECTION 12-13-2 VARIANCES, AND SECTION 12-13-5, APPLICATION DEADLINES

#### **RECOMMENDATION:**

That City Council adopt Proposed Ordinance No. 27-20 on second reading.

AN ORDINANCE AMENDING SECTION 12-2-4, VACATION OF STREETS, ALLEYS, SECTION 12-12-7, LICENSE TO USE RIGHT OF WAY, SECTION 12-13-2 VARIANCES, AND SECTION 12-13-5, APPLICATION DEADLINES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

## HEARING REQUIRED: Public

#### SUMMARY:

City staff received a request to amend the twenty-one (21) day deadline for Planning Board applications to a thirty (30) day deadline in the following sections: Sec.12-2-4, Vacation of Street, Alleys, 12-12-7, License to Use Right of Way, Sec.12-13-2 Variances, and Sec. 12-13-5, Application Deadlines. This change will be consistent with the thirty (30) day deadline currently in place for rezonings, subdivisions, and site plan applications.

The twenty-one (21) day deadline does not provide adequate review time for both our external and internal reviewing agencies. Additionally, this can result in applicants not receiving pertinent comments in a timely fashion, which can place them at a disadvantage during a Planning Board meeting.

On May 12, 2020, the City of Pensacola Planning Board voted unanimously to recommend approval of this request.

## PRIOR ACTION:

June 11, 2020 - The City Council conducted a public hearing and approved Proposed Ordinance No.

27-20 on first reading.

# FUNDING:

N/A

# FINANCIAL IMPACT:

None

# CITY ATTORNEY REVIEW: Yes

5/18/2020

# STAFF CONTACT:

Keith Wilkins, City Administrator Kerrith Fiddler, Deputy City Administrator - Community Development Sherry Morris, AICP, Planning Services Director

# ATTACHMENTS:

- 1) Proposed Ordinance No. 27-20
- 2) Planning Board Minutes May 12 2020 DRAFT

PRESENTATION: No

PROPOSED ORDINANCE NO. <u>27-20</u>

ORDINANCE NO.

AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE AMENDING THE CODE OF THE CITY OF 12-12-4 VACATION PENSACOLA. FLORIDA. SECTION OF STREETS, ALLEYS AND SECTION 12-12-7 LICENSE TO USE RIGHT-OF-WAY BY EXTENDING DEADLINE TO APPLY: AMENDING SECTION 12-13-2 PLANNING BOARD TO REFLECT THIRTY DAY DEADLINE: AMENDING SECTION 12-13-5 APPLICATION DEADLINES TO REFLECT THIRTY DAY DEADLINE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-12-4(A)(1) of the Code of the City of Pensacola, Florida is hereby amended to read:

Sec. 12-12-4. – Vacation of Streets, Alleys.

This section is established to provide for the vacation of streets, alleys or other public rights-of-way by official action of the city council.

- (A) Application. An application for vacation of streets, alleys or other public right-ofway shall be filed with the planning department and shall include the reason for vacation and a legal description of the property to be vacated. Application for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated. If all property owners do not sign the petition requesting such alley vacation, city staff shall determine the portion of the alley to be vacated.
  - (1) An application for vacation of streets, alleys or other public right-of-way must be submitted to the planning department at least twenty-one (21) thirty (30) days prior to the regularly scheduled meeting of the planning 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 the following information and such other information as may be reasonably requested to support the application:
  - 1. Accurate site plan drawn to scale;
  - 2. A legal description of the property proposed to be vacated;
  - 3. Proof of ownership of the adjacent property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;
  - 4. Reason for vacation request;
  - 5. Petition form signed by all property owners abutting the portion of the right-of-way or alley to be vacated.
- (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 or city council at the discretion of the applicant initiating the request upon written notice to the board secretary.

SECTION 2. Section 12-12-7(A)(1) of the Code of Ordinances of the City of Pensacola is hereby amended to read:

Sec. 12-12-7. – License to Use Right-of-Way.

A) Application.

(1) An application for license to use right-of-way must be submitted to the planning department at least twenty-one (21) thirty (30) days prior to the regularly scheduled meeting of the planning 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 the following information and such other information as may be reasonably requested to support the application:
    - 1. Accurate site plan drawn to scale;
    - 2. Reason for license to use request;

- (4) 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.
- (5) Any party may appear in person, by agent, or by attorney.
- (6) Any application may be withdrawn prior to action of the planning board or city council at the discretion of the applicant initiating the request upon written notice to the board secretary.

SECTION 3. Section 12-13-2 (F)(f)(2)(1)(a) of the Code of Ordinances of the City of Pensacola is hereby amended to read:

Sec. 12-13-2. – Planning Board.

The planning board is hereby established.

- (A) Membership. The planning board shall consist of seven (7) members appointed by the city council. One (1) appointee shall be a licensed Florida Architect. No member shall be a paid employee or elected official of the city.
- (B) Term of office; removal from office; vacancies. Members of the planning board shall serve for terms of two (2) years or thereafter until their successors are appointed. Any member of the board may be removed from office during the two-year term for just cause by the city council upon written charges and after public hearing. Any vacancy occurring during the unexpired term of office of any member shall be filled by the city council for the remainder of the term. Such vacancy shall be filled within thirty (30) days after the vacancy occurs.
- (C) Officers; employees; technical assistance. The board shall elect a chairman and a vice-chairman from among its members and shall appoint as secretary a person of skill and experience in city planning who may be an officer or employee of the city. The board may create and fill such other offices as it may determine to be necessary for the conduct of its duties. Terms of all such offices shall be for one (1) year, with eligibility for reelection. The city engineer shall serve as chief engineer for the planning board. The board shall be authorized to call upon any branch of the city government at any time for information and advice which in the opinion of the board will ensure efficiency of its work.
- (D) Rules of procedure, meetings and records. The board shall adopt rules of procedure for the transaction of its business, and shall keep a record of its resolutions, transactions, findings and determinations. The board shall hold regular meetings once a month, and special meetings at such times as the board may determine or at the call of the chairman thereof, or the city planner for the consideration of business before the board.

All regular and special meetings of the board shall be open to the public. A written record of the proceedings of the board shall be kept showing its actions on each question considered, and filed in the office of the secretary of the board. Any matter referred to the board shall be acted upon by the board within forty-five (45) days of the date of reference, unless a longer or shorter period is specified.

- (E) *Vote required.* Four (4) members of the board shall constitute a quorum, and the affirmative vote of majority of the quorum shall be necessary for any action thereof.
- (F) Authority and duties of the planning board. The planning board shall have the following authority and duties:
  - (a) To advise the city council concerning the preparation, adoption and amendment of the Comprehensive Plan;
  - (b) To review and recommend to the city council ordinances designed to promote orderly development as set forth in the Comprehensive Plan;
  - (c) To hear applications and submit recommendations to the city council on the following land use matters:
    - 1. Proposed zoning change of any specifically designated property;
    - 2. Proposed amendments to the overall zoning ordinance;
    - 3. Proposed subdivision plats;
    - 4. Proposed street/alley vacation.
  - (d) To initiate studies on the location, condition and adequacy of specific facilities of the area. These may include, but are not limited to, studies on housing, commercial and industrial facilities, parks, schools, public buildings, public and private utilities, traffic, transportation and parking;
  - (e) To schedule and conduct public meetings and hearings pertaining to land development as required in other sections of the code.
  - (f) To grant zoning variances from the land development regulations of the Waterfront Redevelopment District, under the conditions and safeguards provided in subsection 12-12-2(A)(2).
    - 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) thirty (30) 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.

SECTION 4. Section 12-13-5 of the Code of Ordinances of the City of Pensacola is hereby amended to read:

Sec. 12-13-5. – Application Deadlines.

## **Application Deadlines**

Hearing Board	Application Type	Deadline (calendar days prior to meeting date)
Architectural Review Board	All applications to ARB	21 (or 3 weeks)
Gateway Review Board	All applications to GRB	<del>21 (or 3 weeks)</del>

Zoning Board of Adjustment	All applications to ZBA	21 (or 3 weeks)
	Conditional Use, License to Use Right-of- Way, & Vacation of Right-of-Way	<del>21 (or 3 weeks) <u>30</u></del>
	Rezoning (conventional, comp plan/FLUM amendment)	30
Planning Board	Site Plan Approval (preliminary, final, preliminary/final, & nonresidential parking in a residential zone)	30
	Special Planned Development (preliminary, final & preliminary/final)	30
	Subdivisions (preliminary, final, & minor subdivisions)	30
	Monthly Board Meeting Schedule:	
	Architectural Review Board - 3rd Thursday	у
	Gateway Review Board - 2nd Tuesday	
	Planning Board - 2nd Tuesday	
	Zoning Board of Adjustment - 3rd Wednesd	ay
*Subject to shares	Contact community development planning	anviore department to
Subject to change	. Contact community development planning s verify meeting and deadline dates.	services department to

SECTION 5. 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 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. 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



## MINUTES OF THE PLANNING BOARD May 12, 2020

MEMBERS PRESENT:Chairperson Paul Ritz, Board Member Grundhoefer, Board<br/>Member Murphy, Board Member Wiggins<br/>Vice Chairperson Larson, Board Member SampsonMEMBERS ABSENT:Board Member PowellSTAFF PRESENT:Assistant Planning Director Cannon, Senior Planner Statler,<br/>Assistant City Attorney Lindsay, Historic Preservation<br/>Planner Harding, Assistant IT Manager Nichols

OTHERS PRESENT: None

## AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from March 10, 2020.
- New Business:
  - 1. Demo GRD Pensacola Energy Demolition 1515 E. Heinburg Street
  - 2. Final Plat Review Corta de La Rua
  - 3. License To Use Request 1 South Jefferson Street
  - 4. Vacation of Right-of-Way Request 16<sup>th</sup> Avenue
  - 5. Rezoning Sonia Avenue
  - 6. Rezoning 1700 BLK Lansing
  - 7. LDC PB Deadline Amendment
- Open Forum
- Discussion on the Proposed Amendment to the Tree Ordinance
- Adjournment

## Call to Order / Quorum Present

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

#### Approval of Meeting Minutes

Board Member Murphy made a motion to approve the March 10, 2020 minutes, seconded by Board Member Sampson, and it carried unanimously.

#### New Business

#### Demo-GRD Pensacola Energy - 1515 E. Heinburg Street

Chairperson Ritz advised this was a request to demolish two under-utilized buildings on the applicant's property. Assistant Planning Director Cannon presented to the Board and explained the property was in the Gateway Review District which prompted the need for Planning Board approval. She stated a decorative fence would be placed around the remaining water meter structures.

Board Member Wiggins made a motion to approve, seconded by Vice Chairperson Larson, and it carried unanimously.

#### Final Plat Review – Corta de La Rua

Chairperson Ritz noted the discussion of this item had been around it being an appropriate and beneficial use to the neighborhood; it was noted the preliminary plat approval was unanimous.

Vice Chairperson Larson made a motion to approve, seconded by Board Member Wiggins, and it carried unanimously.

#### License to Use Request – 1 South Jefferson Street

Chairperson Ritz explained this request was for the Puppy Pit application, and as a pedestrian who passed this area frequently, he felt it was a much needed area for downtown and would be a welcomed addition. Assistant Planning Director Cannon stated this item went before the Architectural Review Board who unanimously approved it. Board Member Wiggins made a motion to approve, seconded by Vice Chairperson Larson. Board Member Murphy guestioned who would maintain the dog park. Staff explained that it would be maintained by the Downtown Improvement Board (DIB). Board Member Murphy asked about ADA compliance, and Chairperson Ritz explained the Board was not approving construction documents; Building Inspections would be responsible for review for compliance; this Board was addressing the License to Use contract. Elsie Zhang with the Jerry Pate Company stated the DIB would maintain these projects through a maintenance agreement with the City. Lissa Deese, Executive Director of the DIB, explained the DIB would maintain the right-of-way on these projects. She also indicated there would be a waste station, a dog water fountain and signage informing the public of their locations. She also explained the DIB was not using City tax dollars, but the funds were coming from the ad valorem within the DIB to pay for the park and the maintenance. Ad valorem monies would be used for street ambassadors who would see that the puppy park was properly maintained.

## The motion then carried unanimously.

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LDC PB Deadline Amendment Chairperson Ritz explained the suggestion was to move all deadlines one month out. Assistant Planning Director Cannon stated that this would better accommodate external reviewing agencies, i.e., Gulf Power, AT&T, and ECUA, by allowing them more time to review and comment. It would also place all items on the same track

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# <u> Open Forum</u> – None

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Board Member Murphy addressed the Board and explained she was waiting for professors at the University of Florida on conducting virtual meetings, but they felt they would not get the needed public participation. She advised they were still willing to come to Pensacola for three days for meetings to get citizens engaged and talk with the Board. Board Member Wiggins advised the State passed legislation in June 2019 which restricts municipalities from being able to put in tree ordinances. Board Member Murphy advised the University representatives had developed major tree and landscape ordinances for Miami, Tampa, Jacksonville and Orlando. It was noted that staff would forward this communication to Board Member Murphy. Chairperson Ritz clarified the Board could not suggest legislation that would conflict with something the State had set as a rule of law or ordinance. It was determined that Board Member Wiggins will send the letter to staff for distribution.

<u>Adjournment</u> – With no further business, Chairperson Ritz thanked the Board for its patience with the change in methods of physical and virtual participation and adjourned the meeting at 3:10 pm.

Respectfully Submitted,

Cynthia Cannon, AICP Assistant Planning Director Secretary to the Board