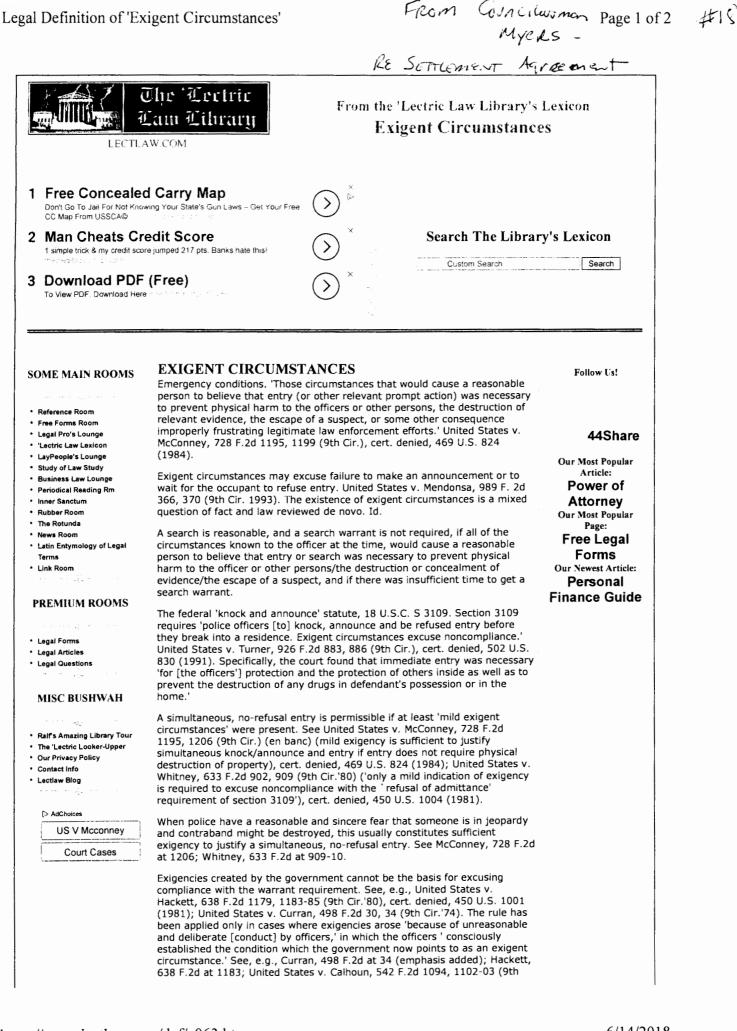
Pensacola, FL Code of Ordinances

RE Settlement Agreement Page 1 of 1 #15

Sec. 2-3-4. - Disposition of property south of Bayfront/Main Streets.

Real property owned by the city or by the Pensacola Community Redevelopment Agency, which is located south of Bayfront Parkway/Main Street between the Pensacola Bay Bridge and A Street shall not be declared surplus or disposed of by sale of such property, in the absence of any exigent circumstance expressly declared to exist by the city council, but such property may be leased or otherwise be put to beneficial use in the best public interests of the city.

(Ord. No. 14-15, § 1, 6-18-15)



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	Cir.'76), cert. denied, 429 U.S. 1064 (1977). an honest miscommur not a case where the government purposely tried to circumvent the requirements of section 3109. Cf. Hackett, 638 F.2d at 1184-85; Cu F.2d at 33-34.	irran, 498
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Item 18-00241 - Settlement Proposal

Considerations without discussing the Merits of the Item:

- Recommendation is asking City Council to approve at least seven (7) items: with one (1) vote
 - o Declare Exigent Circumstance for South Palafox Property
 - o Declare Surplus South Palafox Property
 - o Declare Exigent Circumstance for Pitt Slip property
 - Declare Surplus Pitt Slip property
 - Enter into a lease agreement South Palafox property
 - o Enter into a Purchase/Sales agreement Pitt Slip property
 - Accept agreement satisfying payment/release of Prevailing Party Attorneys' Fees in Fish House Lawsuit
- City Code 2-3-4 Disposition of property south of Bayfront / Main Streets

"Real property owned by the city or by the Pensacola Community Redevelopment Agency, which is located south of Bayfront Parkway / Main Street between the Pensacola Bay Bridge and "A" Street shall **not** be declared surplus or disposed of by sale of such property, in the absence of any exigent circumstance **expressly declared** to exist by City Council, but such property may be leased or otherwise be put to beneficial use in the best public interests of the city."

- It would appear that each request for the declaration of surplus would have to be accompanied by an expressly declared statement of exigent circumstance... in other words...what is the exigent circumstance that exists.
- Exigent Circumstance in its simplest form means, "A situation or circumstance that requires immediate action."
- Surplus Property prior to reaching the threshold of declaring property Surplus, 2-3-4 must be applied. Property in the given location cannot be declared surplus until there is a finding and declaration that Exigent Circumstances exist
- Sale of Property...no sale of property in the given location can take place until there is a finding and declaration that Exigent Circumstances exist

Finally, with the number of questions and concerns that Council has...is it in the best interest of the City to discuss a proposed settlement agreement in an Open Meeting without possibly damaging the City's negotiating position.

SUMMARY

- Number of actions requested in one recommendation
- No indication of WHAT the exigent circumstance is for either property
- City Code 2-3-4 ... what was its legislative intent...
- Cannot declare surplus without clearing hurdle of 2-3-4
- Is it in the best interest of the City to openly discuss a proposed settlement agreement without damaging future negotiation position