



# City of Pensacola

## Agenda Conference

### Agenda - Final

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Monday, July 18, 2022, 3:30 PM

Hagler-Mason Conference Room,  
2nd Floor

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**Members of the public may attend the meeting in person. City Council encourages those not fully vaccinated to wear face coverings that cover their nose and mouth.**

The meeting can be watched via live stream at [cityofpensacola.com/video](http://cityofpensacola.com/video)

#### ROLL CALL

#### PRESENTATION ITEMS

1. [22-00719](#) PRESENTATION - PENSACOLA-PERDIDO BAYS ESTUARY PROGRAM  
*Recommendation:* That City Council receive a presentation by a representative from the Pensacola Perdido Bays Estuary Program (PPBEP) regarding FY22-23 Local Government Contribution and Council Update Request  
*Sponsors:* Ann Hill, Grover C. Robinson, IV  
*Attachments:* [Local Government Program Info - City of Pensacola](#)  
[PPBEP FY22-23 Contribution Request--Pensacola](#)

#### REVIEW OF CONSENT AGENDA ITEMS

2. [22-00350](#) PROFESSIONAL SERVICES AGREEMENT GULF COAST TENNIS GROUP, LLC FOR THE OPERATION AND MANAGEMENT OF ROGER SCOTT TENNIS CENTER  
*Recommendation:* That City Council approve the Professional Services Agreement with Gulf Coast Tennis Group, LLC for the Operation and Management of Roger Scott Tennis Center. Further, that City Council authorize the Mayor to take all actions necessary to execute the agreement.  
*Sponsors:* Grover C. Robinson, IV  
*Attachments:* [PSA Gulf Coast Tennis Group - Roger Scott Tennis Center](#)

3. [22-00640](#) INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND THE DOWNTOWN IMPROVEMENT BOARD FOR RESTROOM FACILITIES AT MARTIN LUTHER KING JR. PLAZA
- Recommendation:** That City Council approve an Interlocal Agreement (ILA) with the Downtown Improvement Board (DIB) for the design and construction of two restrooms facilities at Martin Luther King (MLK) Jr. Plaza located at 50 N Palafox Street. Further, that City Council authorize the Mayor to take all actions necessary to negotiate and execute the Interlocal Agreement.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Interlocal Agreement, Downtown Improvement Board signed June 21](#)
4. [22-00697](#) PENSACOLA INTERNATIONAL AIRPORT - FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT GRANT PROGRAM AGREEMENT NO. 3-12-0063-052-2022 - AIRPORT RESCUE AND FIREFIGHTING (ARFF) MOBILE TEST CART
- Recommendation:** That City Council approve and authorize the Mayor to execute the acceptance of the Federal Aviation Administration Airport Improvement Program Grant No. 3-12-0063-052-2022 in the amount of \$23,750 for the purchase of an Airport Rescue and Firefighting (ARFF) Mobile Test Cart for 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:** [Grant Agreement No. 3-12-0063-052-2022](#)
5. [22-00705](#) CITY OF PENSACOLA FY 2022-2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN
- Recommendation:** That City Council approve the FY 2022-2023 CDBG Annual Action Plan for the period October 1, 2022 through September 30, 2023 for submission to U. S. Department of Housing and Urban Development. Further, that City Council approve the City of Pensacola 2022-2023 CDBG program Proposed Budget and Activity Summary. Finally, that City Council authorize the Mayor to execute all documents relating to the plan's submission and program's administration.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [City of Pensacola FY2022-2023 CDBG Annual Action Plan](#)  
[City of Pensacola FY 2022-2023 CDBG Proposed Budget and Activity](#)



6.     [22-00706](#)     APPROVAL OF LIGHTING AGREEMENT BETWEEN CITY OF PENSACOLA AND FLORIDA POWER & LIGHT (FPL) FOR LED LIGHTING UPGRADE PROJECT
- Recommendation:*     That the City Council approve a request for FPL to convert existing streetlights within the City to LED streetlights.
- Sponsors:*             Grover C. Robinson, IV
- Attachments:*         [Lighting Agreement](#)  
                              [LED Street Lights Upgrade Breakdown](#)  
                              [Map - City of Pensacola Lighting Overview](#)
7.     [22-00708](#)     APPOINTMENT - PARKS AND RECREATION BOARD
- Recommendation:*     That City Council appoint one individual to the Parks and Recreation Board to fill an unexpired term ending March 31, 2025.
- Sponsors:*             Ann Hill
- Attachments:*         [Member List](#)  
                              [Nomination Form - John Jerralds](#)  
                              [Application of Interest - John Jerralds](#)  
                              [Resume - John Jerralds](#)  
                              [Ballot](#)

## REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

8.     [22-00691](#)     PUBLIC HEARING: REQUEST TO VACATE A SEGMENT OF THE EAST YONGE STREET RIGHT-OF-WAY (400 BLOCK) BETWEEN THE WEST LINE OF DAVIS HIGHWAY AND THE EAST LINE OF DR. MARTIN LUTHER KING, JR. DRIVE
- Recommendation:*     That City Council conduct a Public Hearing on July 21, 2022, to consider the request to vacate a segment of the East Yonge Street right-of-way (400 Block) between the west line of Davis Highway and the east line of Dr. Martin Luther King, Jr. Drive.
- Sponsors:*             Grover C. Robinson, IV
- Attachments:*         [Proposed Ordinance No. 30-22](#)  
                              [Vacation of Right of Way Application](#)  
                              [June 14, 2022 Planning Board Minutes - DRAFT](#)  
                              [Yonge Street - Magee Field ROW Vacation Map](#)

9.     [30-22](#)           PROPOSED ORDINANCE NO. 30-22 - REQUEST TO VACATE A SEGMENT OF THE EAST YONGE STREET RIGHT-OF-WAY (400 BLOCK) BETWEEN THE WEST LINE OF DAVIS HIGHWAY AND THE EAST LINE OF DR. MARTIN LUTHER KING JR. DRIVE.
- Recommendation:*   That City Council approve Proposed Ordinance No. 30-22 on first reading:
- AN ORDINANCE CLOSING, ABANDONING AND VACATING ALL OF YONGE STREET BETWEEN THE WEST LINE OF DAVIS HIGHWAY AND THE EAST LINE OF DR. MARTIN LUTHER KING JR. DRIVE IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AND EFFECTIVE DATE.
- Sponsors:*           Grover C. Robinson, IV
- Attachments:*       [Proposed Ordinance No. 30-22](#)  
                              [Vacation of Right of Way Application](#)  
                              [June 14, 2022 Planning Board Minutes - DRAFT](#)  
                              [Yonge Street - Magge Field ROW Vacation Map](#)
10.    [22-00757](#)       TRANSFER OF AMERICAN RESCUE PLAN ACT (ARPA) FROM VARIOUS PROJECTS TO FUND THE STUDER COMMUNITY INSTITUTE'S INITIATIVE "THE SPRING"
- Recommendation:*   That City Council authorize the Mayor to transfer funds within the American Rescue Plan Act (ARPA) Fund to provide funding for expenses the Studer Community Institute's initiative called "The Spring."
- Sponsors:*           Grover C. Robinson, IV, Delarian Wiggins
11.    [22-00685](#)       CITY COUNCIL CONSENT TO THE MAYOR'S APPOINTMENT OF FRED CRENSHAW AS SANITATION SERVICES AND FLEET MANAGEMENT DIRECTOR FOR THE CITY OF PENSACOLA.
- Recommendation:*   That City Council consent to the Mayor's appointment of Fred Crenshaw as Sanitation Services and Fleet Management Director of the City of Pensacola in accordance with the City Charter Section 4.01(a)(7).
- Sponsors:*           Grover C. Robinson, IV

12. [22-00754](#) ACQUISITION OF REAL PROPERTY - 2700 BLK DR. MARTIN LUTHER KING JR. DRIVE

**Recommendation:** That City Council approve the purchase of real property located at 2700 Block Dr. Martin Luther King Jr. Drive (Parcel No. 000S009020180146) from Fellowship Prayer Temple Inc. for \$190,000 plus an estimated \$9,500 in closing costs for a total amount of \$199,500. Further, that City Council authorize the Mayor to take all necessary actions and execute documents related to the acquisition of the property.

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

**Attachments:** [Aerial and Parcel Info - 2700 Blk MLK.pdf](#)  
[Appraisal](#)

13. [2022-071](#) RESOLUTION NO. 2022-071 - COMMUNITY REDEVELOPMENT AGENCY (CRA) ACQUISITION OF REAL PROPERTY AT 2700 DR. MARTIN LUTHER KING, JR. DRIVE

**Recommendation:** That City Council adopt Resolution No. 2022-071:

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE EASTSIDE COMMUNITY REDEVELOPMENT AREA; PROVIDING FINDINGS; APPROVING AND AUTHORIZING THE EXPENDITURE OF CITY AND CRA FUNDS TO ACQUIRE CERTAIN REAL PROPERTY THEREIN LOCATED AT 2700 BLOCK DR. MARTIN LUTHER KING, JR. DRIVE IN FURTHERANCE OF THE PURPOSES ESTABLISHED IN CHAPTER 163, PART III, FLORIDA STATUTES AND THE EASTSIDE REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE.

**Sponsors:** Teniade Broughton

**Attachments:** [Resolution No. 2022-071](#)  
[ECPA Report - 2700 Blk MLK](#)  
[Appraisal - 2700 Blk MLK](#)

**14.     [22-00690](#)     TENTATIVE MILLAGE RATE - FISCAL YEAR 2023**

**Recommendation:**     That City Council set the tentative Fiscal Year 2023 millage rate for the City of Pensacola at 4.2895 mills and for the Downtown Improvement District at 2.0000 mills and authorize the Mayor to set final levies in compliance with all 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 2023 millage rates be held on September 7, 2022, at 5:30 p.m. in Council Chambers.

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

**Attachments:**         [Fiscal Year 2023 Taxable Value Estimates](#)

**15.     [22-00720](#)     REQUEST FOR AUTHORIZATION TO EXPEND TREE PLANTING TRUST FUND MONIES TO PROVIDE ROOT REVITALIZATION AND RESTORATION SERVICES FOR THE HERITAGE LIVE OAK AT GARDEN STREET AND BRUE STREET**

**Recommendation:**     That Council authorize the use of the Tree Trust Fund monies, in an amount not to exceed \$8,565,00, to provide root revitalization and restoration services for the heritage live oak tree at the intersection of Garden Street and Brue Street. Finally, that City Council authorize the Mayor to execute all contracts, related documents and take all related actions necessary to complete this project.

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

**Attachments:**         [Garden Street Live Oak Report](#)

**16.     [22-00717](#)     USE OF NATIVE SPECIES FOR TREE REPLACEMENT ON PUBLIC SPACES UNDER CITY CONTROL**

**Recommendation:**     That City Council determine that all tree replacements on public spaces which are under City control be of native species and referred to the City Council for approval, prior to replacement.

**Sponsors:**             Ann Hill

17. [22-00751](#) CORRECTIVE SPECIAL WARRANTY DEED RELATED TO DEVELOPMENT OF REAL PROPERTY AT WEST GARDEN STREET AND SOUTH SPRING STREET
- Recommendation:* That the City Council authorize the Mayor to execute a Corrective Special Warranty Deed on behalf of the City of Pensacola as Statutory Joint Transferee of the Assets and Liabilities of the abolished Pensacola-Escambia Governmental Center Authority related to development of real property at West Garden Street and South Spring Street. Further, that City Council adopt a resolution authorizing the Mayor to take all necessary actions related to issuance of the corrective deed.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Corrective Special Warranty Deed](#)  
[Resolution No. 2022-069](#)
18. [2022-069](#) RESOLUTION NO. 2022-069 - CORRECTIVE SPECIAL WARRANTY DEED RELATED TO DEVELOPMENT OF REAL PROPERTY AT WEST GARDEN STREET AND SOUTH SPRING STREET
- Recommendation:* That City Council adopt Resolution No. 2022-069.
- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA AUTHORIZING THE EXECUTION OF A CORRECTIVE SPECIAL WARRANTY DEED RELATING TO THE SALE OF REAL PROPERTY BY PENSACOLA-ESCAMBIA GOVERNMENTAL CENTER AUTHORITY TO THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Resolution No. 2022-069](#)

19.     [2022-065](#)     RESOLUTION NO. 2022-065 - ESTABLISHING THE CITY COUNCIL  
DISCRETIONARY FUND POLICY

**Recommendation:**     That City Council adopt Resolution No. 2022-065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PENSACOLA, FLORIDA; AMENDING THE POLICIES OF THE CITY  
COUNCIL AND ESTABLISHING THE DISCRETIONARY FUND  
POLICY; PROVIDING SEVERABILITY; PROVIDING FOR  
REPEALER; PROVIDING AN EFFECTIVE DATE.

**Sponsors:**             Jared Moore

**Attachments:**         [Resolution No. 2022-065](#)  
                              [Policy 3.28 - City Council Discretionary Fund Policy](#)  
                              [Council Discretionary Fund Agreement \(Attachment 2\)](#)

20.     [2022-064](#)     SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-064 -  
APPROPRIATION OF \$25,000 FROM THE AVAILABLE UNASSIGNED  
FUND BALANCE FOR EXPERT ASSISTANCE WITH THE ELECTRIC  
UTILITY FRANCHISE AGREEMENT

**Recommendation:**     That City Council adopt Supplemental Budget Resolution No.  
2022-064.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND  
APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER  
30, 2022; PROVIDING FOR AN EFFECTIVE DATE.

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

**Attachments:**         [Supplemental Budget Resolution 2022-064](#)  
                              [Supplemental Budget Explanation No. 2022-064.pdf](#)

21.     [2022-061](#)     SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-061 - LAW ENFORCEMENT TRUST FUND (LETF) PURCHASE FOR THE PENSACOLA POLICE DEPARTMENT

**Recommendation:**     That City Council adopt Supplemental Budget Resolution No. 2022-061.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.

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

**Attachments:**         [Supplemental Budget Resolution No. 2022-061](#)  
                              [Supplemental Budget Explanation No. 2022-61](#)  
                              [Letter of Certification No. 2022-061](#)

22.     [31-22](#)         PROPOSED ORDINANCE NO. 31-22 - AMENDING SECTION 2-1-5 OF THE PENSACOLA CITY CODE- COMPENSATION OF MAYOR

**Recommendation:**     That City Council approve Proposed Ordinance No. 31-22 on first reading:

AN ORDINANCE AMENDING SECTION 2-1-5 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA - COMPENSATION OF MAYOR; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

**Sponsors:**             Jared Moore

**Attachments:**         [Proposed Ordinance No. 31-22](#)  
                              [Proposed Amendment to 2-1-5 - Compensation Mayor - Moore](#)

23. [28-22](#) REVISED: PROPOSED ORDINANCE NO. 28-22 - CREATING SECTION 6-3-22 OF THE CODE OF THE CITY OF PENSACOLA - RESTRICTING DEVELOPMENT AT BAARS PARK

**Recommendation:** That City Council adopt Proposed Ordinance No. 28-22 (as revised) on first reading:

AN ORDINANCE CREATING SECTION 6-3-22 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; **RESTRICTING DEVELOPMENT AT BAARS PARK;** PROVIDING THE INTENT; PROVIDING FOR DEFINITIONS; PROVIDING RESTRICTIONS ON THE WOODED AREA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

**Sponsors:** Jared Moore, Ann Hill, Grover C. Robinson, IV

**Attachments:** [REVISED Proposed Ordinance No. 28-22](#)  
[Proposed Ordinance No. 28-22 \(original draft approved on first reading\)](#)  
[Tree Canopy Study](#)

## CONSIDERATION OF ANY ADD-ON ITEMS

### FOR DISCUSSION

24. [22-00758](#) ENVIRONMENTAL ADVISORY BOARD (EAB) RECOMMENDATIONS REGARDING INTEGRATED PEST MANAGEMENT PROGRAM (IPM)

**Sponsors:** Sherri Myers

**Attachments:** [22-07-07 - EAB Recommendations](#)

## 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 requested services.*



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00719

City Council

7/21/2022

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### **PRESENTATION ITEM**

**FROM:** City Council President Ann Hill  
Mayor Grover Robinson

**SUBJECT:**

PRESENTATION - PENSACOLA-PERDIDO BAYS ESTUARY PROGRAM

### **REQUEST:**

That City Council receive a presentation by a representative from the Pensacola Perdido Bays Estuary Program (PPBEP) regarding FY22-23 Local Government Contribution and Council Update Request

### **SUMMARY:**

Currently, within City Council's budget an amount of \$5000 is provided to the PPBEP. The PPBEP is requesting an increase in local government contributions in the amount of \$25,000, bringing the total provided to the PPBEP to \$30,000.

Local government contributions are critical to the long-term sustainability of the Estuary Program and allows the Program to leverage substantial public and private funding opportunities to benefit the environment and quality of life of the region.

This presentation provides the PPBEP with the opportunity to provide a brief update on the Estuary Program as well as discuss the funding need.

### **PRIOR ACTION:**

April 23, 1987 - City Council approved an Interlocal Agreement with Santa Rosa County and the City of Gulf Breeze creating the Bay Area Resource Council (BARC).

May 31, 1989 - City Council approved revisions to the BARC Interlocal Agreement adding Escambia County.

July 24, 1997 - City Council approved revisions to the BARC Interlocal Agreement adding the City of Milton.

July 21, 2005 - City Council approved revisions to the BARC Interlocal Agreement clarifying funding sources.

March 17, 2016 - City Council adopted Resolution No. 06-16 supporting BARC be designated the entity for the Pensacola Bay and Perdido Bay Estuary Program.

September 19, 2018 - City Council adopted Budget Resolution No. 18-40 adopting the Fiscal Year 2019 Budget which included shifting funding of \$3,000 for BARC from Non-Departmental to City Council Dues, Subscriptions & Memberships.

November 18, 2018 - City Council approved entering into the Pensacola and Perdido Bay Estuary Program Interlocal Agreement with Escambia County, Santa Rosa County, Okaloosa County, the City of Gulf Breeze, the City of Milton, the Town of Century, the City of Orange Beach, Alabama and Baldwin County, Alabama.

September 23, 2020 - City Council adopted Budget Resolution No. 2020-43 adopting the Fiscal Year 2021 Budget which included an additional \$2,000 in funding for the Pensacola and Perdido Bay Estuary Program for a total funding amount of \$5,000.

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Local Government Program Info - City of Pensacola
- 2) PPBEP FY22-23 Contribution Request - Pensacola

**PRESENTATION:** Yes



# **PENSACOLA & PERDIDO BAYS ESTUARY PROGRAM**



## **PROTECTING WHAT MATTERS**



# ESTUARY PROGRAM GOALS



## **Goal 1**

**Source of watershed  
information**



## **Goal 2**

**Strengthen  
community resilience**



## **Goal 3**

**Improve  
water quality**



## **Goal 4**

**Reduce sediment  
sources**



## **Goal 5**

**Conserve and restore  
critical habitat**



## **Goal 6**

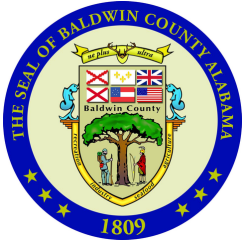
**Restore and conserve  
fish and wildlife**

## THE MISSION

**The Pensacola and Perdido Bays Estuary Program's mission is to restore and protect the Pensacola and Perdido Bay watersheds through restoration, education, and unbiased monitoring of the health of our bays, estuaries, and watersheds.**

# THE PARTNERSHIP

## FORMED IN 2018



## ABOUT THE PROGRAM



**Stakeholder-driven and non-regulatory**



**Uses unbiased, sound science to inform and guide restoration decisions, policies, and initiatives**



**Funds programs and projects that protect the environment and improve quality of life**



**Building a network of partnerships that improve the environment, economy, and quality of life**

# COMMUNITY VALUES

**750+**  
respondents  
surveyed in 2020

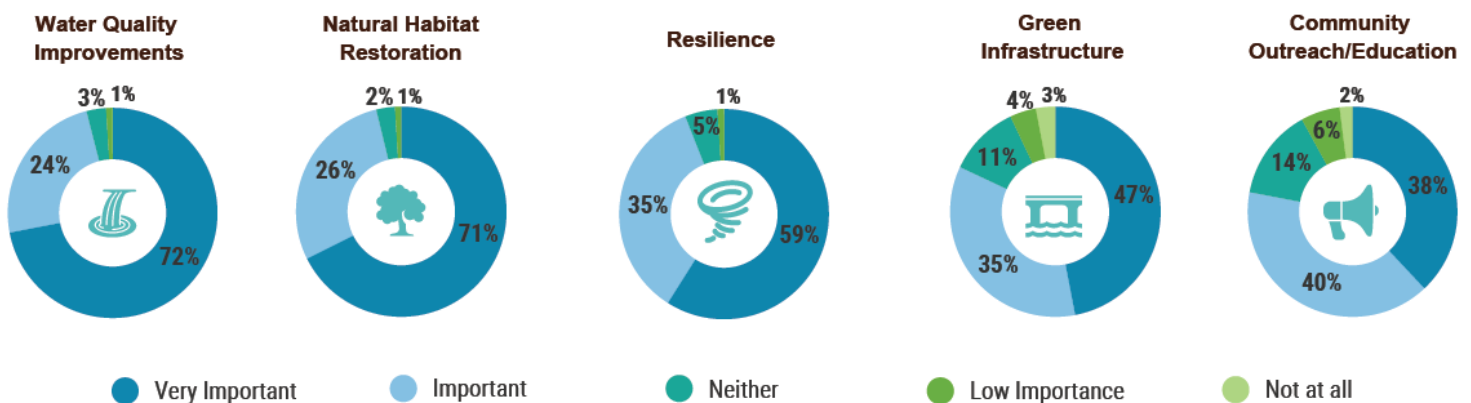
Financial investments deemed very important:

**72%**  
water quality  
improvements

**71%**  
natural habitat  
restoration



## Top 5 Investment Priorities





# RETURN ON INVESTMENT

**441 to 1**

The Estuary Program leveraged \$441 for every \$1 contributed by the City of Pensacola

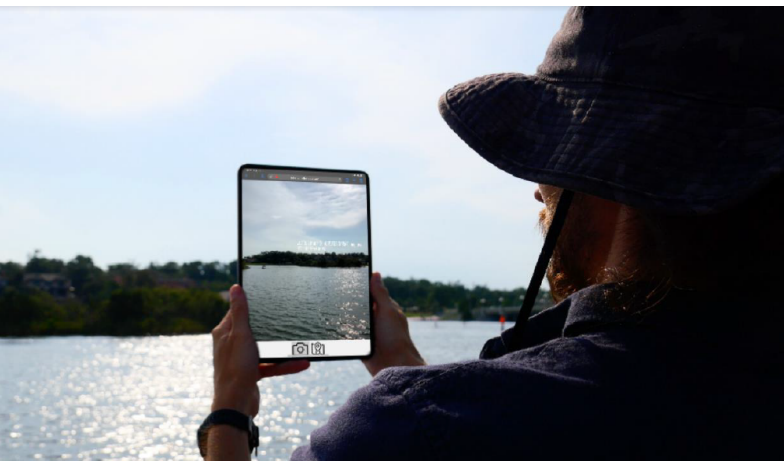


**FY 22  
Highlights**

Implementing the  
Trash Free Waters  
Project in Jones and  
Carpenter Creek

Funding a citizen  
science water  
quality app being  
piloted in Bayou  
Texar

Partnering with the  
City to secure  
funding for the  
Carpenter Creek  
Restoration Project





# FY 21-22 PROGRAM ACCOMPLISHMENTS

Developed the watersheds' first  
Comprehensive Conservation & Management Plan

Secured \$4.8 million, benefiting environmental,  
resilience, and education programs

Reached over 5,000 individuals between Florida and Alabama



Engaged over 250 dedicated stakeholders and volunteers  
through events and meetings

Awarded 18 Community Grants totaling \$450,000  
to school groups and local governments

Identifying, funding, and filling critical data gaps to inform  
future resource management: seagrass mapping, water  
quality monitoring, fish trawling, and oyster reef mapping

# THE ROAD AHEAD

## PRIORITIES FOR FY22-23

Rollout the first ever State of the Bays Report Card for Pensacola and Perdido Bays

Implement PPBEP's Monitoring Program Strategy, expanding coverage and leveraging partner resources

Secure funding to implement the Pensacola Bay System Oyster Restoration Initiative

Secure funding to develop and implement a Living Shoreline Cost Share Program

Develop targeted outreach and media campaign focused on watershed stewardship

Provide technical assistance to aid in resilience planning and implementation of green infrastructure, wastewater, and restoration projects

Foster public-private partnerships through the PPBEP Business Partnership Program

Secure National Estuary Program designation



# STAY IN TOUCH

[WWW.PPBEP.ORG](http://WWW.PPBEP.ORG)

**CONTACT**  
**MATT POSNER**  
**EXECUTIVE DIRECTOR**  
[MJPOSNER@PPBEP.ORG](mailto:MJPOSNER@PPBEP.ORG)  
**(850)595-0820**

**FACEBOOK**



**INSTAGRAM**



**SUBSCRIBE**





May 25, 2022

Mayor Grover Robinson, IV  
City of Pensacola  
222 W Main St.  
Pensacola, FL 32502

Dear Mayor Robinson,

At the May 25, 2022 Pensacola & Perdido Bays Estuary Program Policy Board meeting, the Board authorized transmittal of this letter to your organization requesting a local government contribution to the Pensacola & Perdido Bays Estuary Program for FY22-23.

Since 2019, the Pensacola & Perdido Bays Estuary Program has been funded by a \$2 million RESTORE Act grant from the US Environmental Protection Agency's Gulf of Mexico Division to support establishment of the Program and development of the Program's first Comprehensive Conservation and Management Plan (CCMP), Monitoring Strategy, Education and Outreach Strategy, Finance Strategy, and State of the Bays Report Card. The Program is on target to reach all of the milestones outlined in the grant workplan by the EPA grant deadline in December 2022.

Securing sustainable funding for Program operations is critical to the long-term success and viability of the Program, and implementation of key restoration objectives outlined in the CCMP. To date, the Program has secured approximately \$2.5 million on top of the \$2 million RESTORE Act grant. This trend is anticipated to continue into 2023 and beyond. Several exciting initiatives are underway, chief among them is legislation filed by Senator Rubio and cosponsored by Senator Scott to designate Pensacola and Perdido bays as estuaries of national significance. Passage of this legislation will result in increased funding and resources available to improve water quality, oyster and seagrass habitat, and community resilience, among numerous other initiatives.

For that to happen, we must demonstrate both financial and in-kind support from our local government partners. We hope you will strongly consider an appropriation to the Estuary Program in your FY22-23 budget.

Matt Posner, Executive Director of the Pensacola & Perdido Bays Estuary Program, will be in touch in the coming week to schedule time to discuss the Program's appropriation request with your administration and City Council.

Respectfully,

A handwritten signature in blue ink, reading "Robert Bender".

Robert Bender, Chairman  
Pensacola & Perdido Bays Estuary Program

A handwritten signature in blue ink, reading "Matt Posner".

Matt Posner, Executive Director  
Pensacola & Perdido Bays Estuary Program





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00350

City Council

7/21/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PROFESSIONAL SERVICES AGREEMENT GULF COAST TENNIS GROUP, LLC FOR THE OPERATION AND MANAGEMENT OF ROGER SCOTT TENNIS CENTER

**RECOMMENDATION:**

That City Council approve the Professional Services Agreement with Gulf Coast Tennis Group, LLC for the Operation and Management of Roger Scott Tennis Center. Further, that City Council authorize the Mayor to take all actions necessary to execute the agreement.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

In November 2017, City Council approved the Mayor's award recommendation to Gulf Coast Tennis Group, LLC for the operation and management of the Roger Scott Tennis Center for a term of three (3) years with an expiration date of December 31, 2020. In the midst of the Covid-19 pandemic a new agreement was not negotiated due to some closings at the Roger Scott Tennis Center.

Approval of the Professional Services Agreement will continue the services from Gulf Coast Tennis Group, LLC for a term of three (3) years to develop and implement a comprehensive operation and management plan to perform, deliver, and carry out, in a professional manner, the types of projects and services that meet the programmatic requirements of tennis facilities in accordance with the terms of agreement.

**PRIOR ACTION:**

May 23, 2022 - City Council discussed the proposed PSA during a budget workshop.

May 12, 2022 - Proposed PSA was originally considered by City Council but withdrawn by sponsor based on discussion.

November 9, 2017 - City Council approved the Mayor's award recommendation to Gulf Coast Tennis Group, LLC for RFP#17-024 Operation and Management of Roger Scott Tennis Center.

**FUNDING:**

Budget: \$125,000 Annual Fee  
\$3,840 Pro Shop

Budget: \$125,000 Annual Fee  
Actual: \$3,840 Pro Shop

**FINANCIAL IMPACT:**

The City will receive an annual fee of \$125,000 and an additional \$3,840 for the pro-shop for a total amount of \$128,840 plus sales tax (if applicable).

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

4/18/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
David Forte, Deputy City Administrator  
Adrian Stills, Interim Parks and Recreation Director

**ATTACHMENTS:**

- 1) PSA Gulf Coast Tennis Group - Roger Scott Tennis Center

**PRESENTATION:** No

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
CITY OF PENSACOLA, FLORIDA AND  
GULF COAST TENNIS GROUP LLC**

This Professional Services Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the City of Pensacola, Florida, a municipal corporation of the State of Florida ("City") and Gulf Coast Tennis Group LLC a Florida limited liability company ("Provider") for professional tennis operations and management services at City's Roger Scott Tennis Center; (hereinafter, each a "Party" and collectively the "Parties").

In consideration of the mutual covenants and promises herein contained, Provider and City agree as follows:

**TERMS:**

**I. RECITALS:**

The recitals are true and correct and are hereby incorporated into and made a part of Agreement.

**II. TERM:**

The term of Agreement shall be three (3) years, commencing on Effective Date.

**III. SCOPE OF SERVICE**

- A. Provider agrees to provide Services as specifically described, and under the special terms and conditions set forth in this Agreement.
- B. Provider represents and warrants to City that:

1. it possesses all qualifications, licenses and expertise required for the performance of the Services;
2. it is not delinquent in the payment of any sums due to City, including payment of permit fees, occupational licenses, etc., nor in the performance of any obligations to City;
3. all personnel assigned to perform Services are and shall be, at all times during the term, fully qualified and trained to perform the tasks assigned to each; and
4. Services will be performed in the manner, at such times, and for the budgeted amounts described herein.

- C. Provider represents and warrants to City that all of its personnel who provide or may provide Services have completed and satisfied:
1. All background checks and other requirements in accordance with Florida Statutes, in particular FS 943.0438, and that all requirements have been timely and properly enforced. In addition, while engaging in activities upon City property and City owned facilities, the Provider shall not employ or utilize the volunteer services of any person who has been convicted of or pled guilty or nolo contendere to or has had an adjudication withheld of any of the following charges: a sexual offense, child abuse, contributing to the delinquency of a minor, or abuse of an elderly or vulnerable person.
  2. Policies are in place and enforced to ensure there is no discrimination to Provider participants, their families, caretakers, guardians, or observers based upon race, creed, religion, national origin, disability, or sex.
  3. Provider agrees to bear any and all costs associated with acquiring the required background screenings.
- D. Provider represents and warrants that all front desk personnel assigned to perform Services shall have, wear, and display proper identification during the performance of Services and that no identification shall be issued prior to the successful completion of background screening requirements.
- E. Provider represents and warrants that Provider shall not offer professional tennis instruction at any other location within Escambia and Santa Rosa Counties during the term of Agreement unless expressly authorized by Director of Parks and Recreation.
- F. Provider agrees and warrants that
1. any and all personnel providing Services related to Agreement shall be paid through Provider, and
  2. any and all liabilities regarding payment to or use of such personnel for any of the Services related to Agreement shall be borne solely by Provider.
- G. Provider agrees and warrants that neither Provider nor any of its personnel shall perform any work other than that listed in this agreement unless duly authorized by Provider or Provider's designated representative. Provider shall not be paid
1. for any work performed outside the Scope of Services for Agreement, or
  2. for any work performed by any of Provider's personnel not otherwise previously authorized in writing.



- H. Provider shall develop and implement a comprehensive operation and management plan to perform, deliver and carry out, in a professional manner, the types of projects and services that meet the programmatic requirements of Tennis Facilities in accordance with the terms of Agreement, which shall at a minimum, include the following:

1. OPERATION AND MANAGEMENT

Provider shall develop and implement a comprehensive operation and management plan to perform, deliver, and carry out, in a professional manner, the types of projects and services that meet the programmatic requirements of tennis facilities in accordance with the terms of Agreement, which shall at a minimum, include the following:

- a. Maintain at a minimum the following hours of operation:

Monday-Thursday	8:00 am to 9:00 pm
Friday	8:00 am to 7:00 pm
Saturday	8:00 am to 5:00 pm
Sunday	12:00 pm to 5:00 pm

The center will close for the following holidays: New Year's Day, Easter, Memorial Day, July 4, Thanksgiving, Christmas Eve, and Christmas Day. The center is open until noon on New Year's Eve.

The Parks and Recreation department reserves the right to require that the center and its entire amenities be open for special events and programs or closed for a period of time for maintenance.

- b. Provide individual and group tennis lessons and instruction;
- c. Junior tennis program, including but not limited to, lessons, matches, tournaments, league play, and clinics, will be vital to the success of Provider;
- d. Clinics for adults and youth, as well as summer clinics/camps for youth shall be provided for the summer months;
- e. Tennis instruction for beginners, intermediate, and advanced tennis players;
- f. Coordinate activities and events for users of Tennis Facilities. This shall include, but not be limited to the establishment of leagues, round robins, socials, and tournaments;
- g. A high performance academy/tennis training program to provide high-intensity training for professional and/or junior players;

- h. Provide staff for day-to-day operations, including, but not be limited to, answering telephones, assisting with program registrations, interacting with patrons of Tennis Facility, membership sales, customer service, tennis fees collection, records maintenance, daily court maintenance, etc.;
- i. Provide all equipment and furnishings needed to successfully operate and manage RSTC that are not provided by the City. The Provider will be responsible to provide their own computerized tracking system to ensure that they are able to meet all equipment requirements in this agreement. All functions shall be performed via this tracking system.
- j. Market Tennis Facilities to the general public locally, regionally, and nationally to recruit players and tournaments to the center,
- k. Recruit, train, supervise, certify, and pay instructors;
- l. Provide an instructor program that balances the importance of quality lessons with league play and tournament activity;
- m. Provide all memberships, certifications, and licenses needed to be properly registered to practice the profession, including USTA memberships, applicable certifications, and liquor license, and any others deemed necessary by the Parks and Recreation Director.
- n. Offer private tennis lessons for which Provider shall charge rates comparable to those charged for tennis pros at public facilities in the area. Provider shall maintain a delicate balance of court time for lessons as required and must be coordinated around the needs for leagues, tournaments, open play, clinics, etc. The Director of Parks and Recreation reserves the right to approve the court usage schedule;
- o. Adhere to membership, daily rates, and court rental fees at the established rates under the annual Approved Annual Budget document that is published on the City's website. The Provider may offer classes, programs, clinics, etc. not listed with fees set by the Provider.
- p. Adhere to a schedule of City-sponsored Tournaments as follows: Pensacola Futures Championship, Senior Games, Wheelchair Tennis Tournament, and any other City-sponsored events/activities/camps;
- q. May, offer food and beverage operation that may include a variety of sports drinks, sodas, teas, water. Provider will also include a variety of beer and wine. All revenues and costs associated with food and beverages remain with/are the responsibility of the Provider. Vending machines located on

site are part of the City-wide Parks and Recreation vending program. All proceeds from the vending machines will remain with the City.

- r. While a fully operational pro-shop is not required, amenities such as racquet re-stringing and basic tennis equipment must be provided for purchase.
- s. Any of the aforementioned requirements under this section shall be subject to any changes at the discretion of, and only upon approval by Parks and Recreation Director or Mayor.

## 2. MAINTENANCE

- a. Provide for janitorial services and supplies, and all routine maintenance (sweeping, pressure washing of courts, net repair/ replacement, clay upkeep, and equipment along with all other routine internal and external cleaning);
- b. Prepare an itemized weekly and monthly cleaning schedule that may be monitored by City staff. Some minor equipment will be available at the start, however, this equipment has a short shelf life and it will be the responsibility of Provider to replace it as needed;
- c. City will retain ownership of Tennis Facility and will be responsible for major internal/external repairs to the clubhouse, electrical systems, HVAC, facility, fences, lights, grounds/landscaping, canopies, parking lot, plumbing, irrigation, City-owned personal property, repairs to courts, windscreens, etc.;
- d. Coordinate any and all repairs or maintenance with City via the work order process;
- e. Identify prospective, potential, and existing maintenance issues, submit them to Building Maintenance, and follow-up on the work orders as needed;
- f. Ensure, by regular upkeep and/or timely repairs, that all equipment needed to provide all services under the Agreement is available and in good-working order and shall ensure that at no time will service be adversely affected due to inoperable, damaged, substandard, and/or defective equipment;
- g. Not allow areas to become dirty, a nuisance, hazard, annoyance, inconvenience or become detrimental to the public's health or safety, by maintaining the Tennis Facility on a daily basis. The Director of Parks and Recreation reserves the right to direct Provider in a manner to improve these areas;

- h. Accept Tennis Facilities in an “as is” condition, with any and all defects, if any, latent and patent, as provided under Agreement;
- i. Maintain Tennis Facility in the same or better condition throughout the term of Agreement;
- j. Make no changes, alterations, or improvements to the electrical service, plumbing systems, mechanical equipment, floors, walls, ceiling, counters, doors, without prior written approval from City;
- k. City shall make repairs to the electrical service, plumbing system, mechanical equipment, flooring, and painting walls and ceilings when necessary; as determined by the City;
- l. Provide reasonable advance notice when requesting routine maintenance items to be done by City;
- m. Refrain from adding additional electrical equipment may be added which would increase the total electrical service load at the facilities, without City approval;
- n. Report daytime emergencies and request routine maintenance through City;
- o. Routinely power wash hard courts, walkways, and court drains;
- p. Maintain clay courts in optimum playing condition. The city will provide clay every 12-18 months to assist in satisfying this requirement;
- q. Replace worn lines, nets and all other tennis-related Tennis Facility equipment as needed in order to maintain optimum condition of equipment. City will provide capital items or other related equipment at its discretion to improve the service and appearance of Tennis Facility. These items may be requested by Provider, but are not guaranteed;
- r. Report landscape-related issues to park maintenance;
- s. Assist Parks and Recreation with managing court-related matters at Armstrong Park, Bayview Park, and Hollice T. Williams Park, including net repair, court repair advice, etc. All costs associated with these courts will be the responsibility of the Parks and Recreation department;
- t. Submit reports to Parks and Recreation department and Parks and Recreation Board as required under Agreement, as needed and on a routine basis;

- u. Work with Parks and Recreation staff to ensure that Tennis Facility is maintained to the highest standards possible;
- v. Any of the aforementioned requirements under this section shall be subject to any changes at the discretion of, and only upon approval by Parks and Recreation Director.

#### **IV. COMPENSATION:**

- A. In consideration of the operation, management, maintenance and programming of Tennis Facilities under Agreement, City and Provider agree upon the following as appropriate consideration for the rights and services provided for in Agreement.
- B. The total amount of compensation payable by Provider to City shall be an annual fee ("Annual Fee") of One Hundred Twenty Five Thousand Dollars and No/Cents (\$125,000) and an additional Three Thousand Eight Hundred and Forty Dollars (\$3,840) for the pro-shop plus applicable Florida sales tax, for a total annual fee of One Hundred Twenty-eight thousand eight hundred and forty dollars (\$128,840.00) plus sales tax (if applicable), with payments to be made monthly calculated on a pro-rata basis during the term of Agreement.
- C. Annual Fee shall be due and payable on or before the first day of each calendar month during the term of Agreement and remitted to the City of Pensacola Treasury Department, P.O. Box 12910, City of Pensacola, Florida 32521, along with penalty and interest due until paid in full in accordance with the Pensacola City Code.
- D. Provider agrees that upon Expiration Date, all accrued pre-paid membership fees shall be due and owing by Provider to City. Upon Expiration Date, City and Provider shall determine the amount of pre-paid membership fees due and owing to the City and Provider shall remit the balance due to City within forty-five (45) days of Expiration Date.

#### **V. TENNIS FACILITIES:**

- A. City shall grant to Provider, non-exclusive rights to occupy and use Tennis Facilities for the purposes described herein under Agreement and in accordance with the following limitations:
  - 1. Provider shall be permitted to enter and occupy the area at any time year-round to perform Services required under Agreement.

2. Provider agrees and warrants that Provider shall be permitted to use Tennis Facilities solely for the purposes of performing Services as required under Agreement and shall not use Tennis Facilities, nor permit any other person or entity to use Tennis Facilities for any purposes not authorized by Agreement.
3. Provider agrees and acknowledges that City is owner of Premises and Tennis Facilities and that Agreement is not meant to nor does it convey or grant any entitlements or property rights, title or interest in or to Premises or to Tennis Facilities to Provider by virtue of such right to use or occupy Premises or Tennis Facilities.
4. Except as specifically provided in Agreement, Provider acknowledges that City, its agents and personnel and other persons acting on behalf of City, have made no representation or warranty of any kind in connection with any matter relating to the physical condition, value, fitness, use or zoning of Tennis Facilities or Premises upon which Provider has relied directly or indirectly for any purposes, except as specifically set forth in Agreement.
5. Provider agrees and warrants that Provider has examined any and all items of City personal property, including City equipment, inventory, furnishings and supplies located at or on Tennis Facilities and used thereon in accordance with Agreement, and more particularly those certain items of City personal property which are specifically described and listed and Provider accepts all such items of City personal property in their present condition as is. City personal property includes – eight bar chairs, two maintenance carts, 36 court benches, 139 outside chairs, eight umpire chairs, eight six foot tables, 16 outside tables, two hand-held blowers, four inside chairs, one small table, two televisions, three computers, 19 court water coolers with stands, two ice machines, 44 court score keepers, five 16 foot bleachers, two ten row bleachers, four electric water fountains, one set of marquis letters, one golf cart, four ladders, tools for clay court maintenance, one lawn mower, one barbeque grill, six clay court foot baths, eight ladies room lockers, two two-drawer filing cabinets, one five drawer filing cabinet, one full-sized refrigerator, and one small-sized refrigerator.
6. Provider agrees and warrants that Provider shall maintain all City personal property in good operating condition and shall report to the City any dangerous condition immediately, or any disrepair within one business day.
7. Provider agrees and warrants that all City personal property shall remain property of City and shall not be removed for any reason or at anytime whatsoever.
8. City personal property notwithstanding, Provider agrees and warrants that Provider will provide all of Provider owned equipment, furnishings and supplies pursuant to this Agreement.

9. Provider agrees and warrants that Provider shall provide and utilize Provider owned computerized tracking system required in connection with the provision of services under Agreement.
  10. Provider agrees and warrants that upon expiration or early termination of Agreement, Provider shall surrender Tennis Facilities, including all items of City personal property, to City in substantially the same condition as such Tennis Facilities and such items of City personal property were in on Effective Date.
- B. City reserves to itself the right of access in, over, under and through Tennis Facilities to perform its maintenance obligations and other obligations under Agreement, and in furtherance of the following:
1. City may enter and utilize Tennis Facilities at any time for purposes of providing all maintenance and repair of Tennis Facilities and Premises as necessary and required for the continuous, uninterrupted and effective provision of Services under Agreement.
  2. City may enter and utilize Tennis Facilities at any time for purposes of installing or maintaining improvements necessary for the health, safety and welfare of the public or for any other public purpose. In this regard, Provider understands and agrees that City shall bear no responsibility or liability for disruption or interference with Provider's use of Tennis Facilities, but City will make reasonable efforts to minimize such interference.

## **VI. OWNERSHIP OF DOCUMENTS:**

Provider understands and agrees that any information, document, report or any other material whatsoever, and specifically including all data and information that is stored on any computer utilized by Provider to provide services under Agreement, regardless of whether such computers are owned by City or Provider, such information to be provided in a format required by City, and or which is otherwise obtained or prepared by Provider pursuant to or under the terms of Agreement, is and shall at all times remain the property of City. Provider understands and agrees that Provider is subject to and shall comply with Florida Statute 119, Public Records Act, as required herein in Agreement, and agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of Director of Parks and Recreation, which may be withheld or conditioned by Director of Parks and Recreation in his or her sole discretion. Provider is permitted to make and to maintain duplicate copies of the files, records, documents, etc. if Provider determines copies of such records are necessary and required subsequent to the termination of Agreement for Provider to comply with federal, state or local law or regulations, however, in no way shall the confidentiality as permitted by applicable law be breached. City shall maintain and retain ownership of any and all documents that result upon the completion of the work and Services under Agreement.

## **VII. AUDIT AND INSPECTION RIGHTS:**

- A. City may, at reasonable times, and for a period of up to three (3) years following the termination of Agreement and all other pending matters are closed, audit, or cause to be audited, those books and records of Provider which are related to Provider's performance under Agreement.
- B. Provider agrees to provide access to the City or to any of its duly authorized representatives, to any books, documents, papers, and records of Provider which are directly pertinent to Agreement, for the purpose of audit, examination, excerpts, and transcripts.
- C. Provider agrees to maintain all such books and records at its principal place of business for a period of three (3) years after termination of Agreement per Florida General Records Retention Schedule, and all other pending matters are closed. Provider's failure to adhere to, or refuse to comply with, this condition shall result in the immediate cancellation of Agreement by the City.
- D. City may, at reasonable times during the term hereof, inspect Provider's work and perform such tests, as City deems reasonably necessary, to determine whether the goods or services required to be provided by Provider under Agreement conform to the terms hereof and/or the terms. Provider shall make available to City all reasonable access and assistance to facilitate the performance of tests or inspections by City representatives.

## **VIII. FLORIDA PUBLIC RECORDS COMPLIANCE REQUIREMENTS:**

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, Florida Statutes, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference. Further, all documents shall be retained per the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies, available online.

## **IX. COMPLIANCE WITH FEDERAL STATE AND LOCAL LAWS:**

Provider understands that agreements with local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. City and Provider agree to comply with and observe all such



applicable federal, state and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

Provider further agrees to include in all of Provider's agreements with any personnel for any Services related to Agreement this provision requiring personnel to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

This Contract is governed and construed in accordance with laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions or proceedings arising out of the Contract. Venue for any claim, actions or proceedings arising out of this Contract shall be Escambia County, Florida.

#### **X. CITY'S TERMINATION RIGHTS:**

- A. The City, acting by and through its Mayor, shall have the right to terminate Agreement, in its sole discretion, at any time, by giving written notice to Provider at least five (5) business days prior to the effective date of such termination. In such event, the Provider shall remit all revenues collected less any expenses that have been incurred since that date. In no event shall the City be liable to Provider for any additional compensation and expenses incurred, other than that provided herein, or for any consequential or incidental damages.
- B. Mayor shall have the right to terminate Agreement, without notice or liability to Provider, upon the occurrence of an event of a material default hereunder. In such event, the City shall not be obligated to pay any amounts to Provider or services rendered by Provider after Provider's receipt of the notice of termination.

#### **XI. INSURANCE:**

##### **A. General**

Before starting and until termination of work for, or on behalf of the City, the Provider shall procure and maintain insurance of the types and limits specified.

The term City, as is used in this section, is defined to mean the City of Pensacola, itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

##### **B. Coverage**

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the City, for the City's

protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements.

#### C. Worker's Compensation

The Provider shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person – accident, \$100,000 each person – disease, \$500,000 aggregate – disease.

#### D. Commercial General, Automobile and Umbrella Liability Coverages

The Provider shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The City of Pensacola shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the Provider agrees to have such limits of \$1,000,000 per occurrence, reinstated under the policy.

##### 1. Commercial General Liability

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent contractors, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis.

##### 2. Business Auto Policy

Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use.

##### 3. Umbrella Liability Insurance

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

#### E. Certificates of Insurance

Required insurance shall be documented in the Certificates of Insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. The City shall be named as an Additional Insured and this contract shall be listed. If required by the City, the Provider shall furnish copies of the Provider's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. If on an ACORD 25 or similar form, the words "endeavor to" and "but failure..." shall be deleted so that the sentence ends with the word "left" or signed endorsements for the cancellation clauses MUST accompany Certificate(s) of Insurance. The Provider shall replace any canceled, adversely changed, restricted or non-renewed policies with the new policies acceptable to the City and shall file with the City, Certificate of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Provider shall, upon instructions of the City, cease all operations under the Contract until directed by the City in writing, to resume operations.

#### F. Insurance of the Provider primary

The Provider required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Provider's coverage. The Provider's policies of coverage will be considered primary as relates to all provisions of the contract.

#### G. Loss Control and Safety

The Provider shall retain control over its employees, agents, servants, and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Provider shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Provider for the protection of all persons, including employees and property. The Provider shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

#### H. Hold Harmless

The Provider shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all 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 Provider and persons employed or utilized by the Provider in the performance of this contract. The Provider's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

#### I. Pay on Behalf of the City

The Provider agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

### **XII. NONDISCRIMINATION:**

Provider represents to the City that Provider does not and will not engage in discrimination to the youth, their families, caretakers, guardians or observers on the basis of race, color, religion, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity). Provider further covenants that no otherwise qualified individual shall, solely by any of the foregoing reasons be excluded from participation in, be denied services, or subject to discrimination under any provision of Agreement.

### **XIII. ASSIGNMENT:**

Agreement shall not be assigned by Provider, in whole or in part, and Provider shall not assign any part of its operations, without the prior written consent of the City, which may be withheld or conditioned, in the City's sole discretion through the Mayor.

### **XIV. NOTICES:**

All notices or other communications required under Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

**TO PROVIDER:**

**TO THE CITY:**

Mayor  
222 W. Main Street  
Pensacola, Florida 32502  
(850) 435-1625

**WITH COPIES TO:**

Director, Department of Parks and Recreation  
222 W. Main Street  
Pensacola, Florida 32502  
(850) 435-5679

Risk Manager, Department of Risk Management  
222 W. Main Street  
Pensacola, Florida 32502  
(850) 435-1613

## **XV. DEFAULT AND REMEDIES:**

- A. Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the parties shall be in Escambia County, Florida. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.
- B. Title and paragraph headings are for convenient reference and are not a part of Agreement.
- C. No waiver or breach of any provision of Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- D. Should any provision, paragraph, sentence, word or phrase contained in Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Pensacola, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then the same shall be deemed severable, and in either event, the remaining terms and provisions of Agreement shall remain unmodified and in full force and effect or limitation of its use.
- E. Provider shall comply with all applicable laws, rules and regulations in the performance of Agreement, including but not limited to, licensure and certifications required by law for professional service providers.
- F. Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

## **XVI. SUCCESSORS AND ASSIGNS:**

Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

## **XVII. INDEPENDENT PROVIDERS:**

The Provider shall perform all work and services described in, and in accordance with, the Contract. The Provider warrants that all equipment, materials, and workmanship furnished, whether furnished by Provider or its subcontractors or sub-suppliers, will comply with the Contract and any City specifications, drawings, and other descriptions supplied or adopted. The Provider further warrants that the supplies and workmanship will be new, fit, and sufficient for the purpose for which they are intended, of good materials, design, and workmanship, and free from defects or failure. The City or its duly authorized representative shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Provider shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract. The Provider is responsible for and shall indemnify the City against all damage or loss caused by fire, theft, or otherwise to materials, tools, equipment, and consumables left on City property by the Provider.

## **XVIII. CONTINGENCY CLAUSE:**

Funding for Agreement is contingent on the availability of funds and continued authorization for program activities and Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days written notice.

## **XIX. FORCE MAJEURE:**

A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sinkhole, other natural disasters, epidemic, pandemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either party is delayed in the performance of any act or obligation pursuant to or required by Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such party is actually delayed by such Force Majeure Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted.

## **XX. CITY NOT LIABLE FOR DELAYS:**

Provider hereby understands and agrees that in no event shall the City be liable for, or responsible to Provider or any personnel, or to any other person, firm, or entity for or on account of, any stoppages or delay(s) in work herein provided for, or any damages whatsoever related thereto, because of any injunction or other legal or equitable

proceedings or on account of any delay(s) for any cause over which the City has no control.

**XXI. USE OF NAME:**

Provider understands and agrees that the City is not engaged in research for advertising, sales promotion, or other publicity purposes. Provider is allowed, within the limited scope of normal and customary marketing and promotion of its work, to use the general results of Services under Agreement and the name of the City. The Provider agrees to protect any confidential information provided by the City and will not release information of a specific nature without prior written consent of the Mayor in accordance with Florida state statutes.

**XXII. NO CONFLICT OF INTEREST:**

Pursuant to Chapter 112, Florida Statutes and Pensacola City Code Chapter 2-6, Sections 2-6-1 through 2-6-4 regarding conflicts of interest, Provider hereby certifies to City that no individual member of Provider, employee, or personnel under Agreement, nor any immediate family member of any of the same is also a member of any board, commission, or agency of the City. Provider hereby represents and warrants to the City that throughout the term of Agreement, Provider and its personnel will abide by this prohibition of the City Code.

**XXIII. NO THIRD-PARTY BENEFICIARY:**

No persons other than the Provider and the City (and their successors and assigns) shall have any rights whatsoever under Agreement.

**XXIV. SURVIVAL:**

All obligations (including but not limited to indemnity and obligations to defend and hold harmless) and rights of any party arising during or attributable to the period prior to expiration or earlier termination of Agreement shall survive such expiration or earlier termination.

**XXV. MANDATORY USE OF E-VERIFY SYSTEM:**

In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.



## **XXVI. REQUEST FOR REBATE REVIEW:**

The City has determined that it is in the best interest of the citizens to provide for renovations of the existing facilities located at the Roger Scott Tennis Center. Planned improvements include the replacement of the existing 18 hard courts and with 12 post-tension concrete tennis courts and 6 clay tennis courts (herein referred to as "Project"). The City understands that such renovations will have a significant impact on the Provider's ability to provide services and the City will work with the provider to ensure such impacts are minimized to the best of the City's ability.

In addition, to offset the negative impact to the Provider's revenues, the City will provide a rebate upon request from the Provider after Project completion. The rebate would be based on the number of days any one court is closed for construction and would offset the \$125,000 Annual Fee required to be paid under this agreement. The rebate would come into effect should any one court be closed for construction for more than seven consecutive days due to Project construction. The rebate shall equal \$12.23 per day per closed court. The \$12.23 daily rebate is calculated by taking the \$125,000 Annual Fee dividing it by 28 courts and then dividing it by 365 days ( $\$125,000 / 28 / 365 = \$12.23$ ). In no event shall the rebate exceed the \$125,000 Annual Fee.

The Provider will be responsible for keeping a calendar showing what Courts were closed due to construction and the total number of days eligible for the rebate. Such calendars shall be submitted to the City's Parks and Recreation department on a monthly basis for review and sign-off. Within 60 days following the end of the calendar year in which the Project was completed, the Provider must submit to the City's Finance Director, a copy of the monthly calendars signed by the Parks and Recreation department and a written request for the rebate documenting, per Court, the total number of days the Court was closed (as determined above) and the total amount of rebate being requested. Upon approval of the rebate request, the City's Finance department will offset the monthly invoice associated with the annual fee until such rebate has been exhausted.

Review for rebate will only occur if all conditions described herein have been met.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

**PROVIDER**

Gulf Coast Tennis Group  
(Provider's Name)

By [Signature]  
Member

Brock Sakey  
(Printed Member's Name)

By [Signature]  
Member

Patrick Bateman  
(Printed Member's Name)

**CITY OF PENSACOLA**

Mayor, Grover Robinson, IV

City Clerk, Ericka L. Burnett

Approved As To Substance:

[Signature]  
Parks and Recreation Director

Legal in form and valid as drawn:

Charles V. Peppler, City Attorney

## **Attachment "A"**

**PUBLIC RECORDS:** Provider shall comply with Chapter 119, Florida Statutes. Specifically, Provider shall:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Provider does not transfer the records to the City.
- D. Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Provider or keep and maintain public records required by the City to perform the service. If Provider transfers all public records to the City upon completion of the Contract, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Provider keeps and maintains public records upon completion of the Contract, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Provider to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

**IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:**

**THE OFFICE OF THE CITY CLERK, (850) 435-1715  
[PUBLCRECORDS@CITYOFPENSACOLA.COM](mailto:PUBLCRECORDS@CITYOFPENSACOLA.COM)  
222 WEST MAIN STREET, PENSACOLA, FL 32502**

## INSURANCE AND INDEMNIFICATION

### Attachment "B"

#### GENERAL

The term City, as is used in this section, is defined to mean the City of Pensacola, itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

#### COVERAGE

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the City, for the City's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements.

##### Worker's Compensation

The Lessee shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person – accident, \$100,000 each person – disease, \$500,000 aggregate – disease.

If Lessee qualifies as exempt by the Florida Department of Workers Compensation, a certificate of exemption is acceptable for this requirement.

##### Commercial General Liability Coverage

The Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability filed by the Insurance Services Office. **The City of Pensacola shall be an Additional Insured** and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence for liability must be provided. If the required limits of liability afforded should become impaired by reason of any claim, then the Lessee agrees to have such limits of \$1,000,000 per occurrence, reinstated under the policy.

**Commercial General Liability** coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent lessees, and property damage resulting

from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis.

### **CERTIFICATES OF INSURANCE**

Required insurance shall be documented in the Certificates of Insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. **The City shall be named as an Additional Insured** and this contract shall be listed. If required by the City, the Lessee shall furnish copies of the Lessee's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. **Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee.** If on an ACORD 25 or similar form, the words "endeavor to" and "but failure..." shall be deleted so that the sentence ends with the word "left" or signed endorsements for the cancellation clauses MUST accompany Certificate(s) of Insurance. The Lessee shall replace any canceled, adversely changed, restricted or non-renewed policies with the new policies acceptable to the City and shall file with the City, Certificate of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Lessee shall, upon instructions of the City, cease all operations under the Contract until directed by the City in writing, to resume operations.

### **INSURANCE OF THE LESSEE PRIMARY**

The Lessee required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Lessee's coverage. The Lessee's policies of coverage will be considered primary as relates to all provisions of the contract.

### **LOSS CONTROL AND SAFETY**

The Lessee shall retain control over its employees, agents, servants, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Lessee shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Lessee for the protection of all persons, including employees and property. The Lessee shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

### **HOLD HARMLESS**

The Lessee shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all 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 Lessee and persons employed or utilized by the Lessee in the performance of this contract. The Lessee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

### **PAY ON BEHALF OF THE CITY**

The Lessee agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

### **GOVERNING LAW AND VENUE**

This Contract is governed and construed in accordance with laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions or proceedings arising out of the Contract. Venue for any claim, actions or proceedings arising out of this Contract shall be Escambia County, Florida.



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00640

City Council

7/21/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND THE DOWNTOWN IMPROVEMENT BOARD FOR RESTROOM FACILITIES AT MARTIN LUTHER KING JR. PLAZA

**RECOMMENDATION:**

That City Council approve an Interlocal Agreement (ILA) with the Downtown Improvement Board (DIB) for the design and construction of two restroom facilities at Martin Luther King (MLK) Jr. Plaza located at 50 N Palafox Street. Further, that City Council authorize the Mayor to take all actions necessary to negotiate and execute the Interlocal Agreement.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

With the growth that downtown Pensacola has been experiencing over the past several years, and the increasing popularity of the Saturday market at MLK Jr. Plaza, the City and the DIB desires to enter into an ILA for the design and construction of two restroom facilities to be placed in the plaza. One would be located on the north side of the plaza near Wright Street and the other is to be located on the south side of the plaza near Garden Street. The DIB has agreed to fund up to 50% of the total construction cost of \$422,950.

**PRIOR ACTION:**

May 12, 2022 - City Council approved the transfer of funds within the American Rescue Plan Act (ARPA) Fund.

June 28, 2022 - DIB approved the ILA at its June 28, 2022 meeting.

**FUNDING:**

Budget: \$211,475 Downtown Improvement Board  
          211,475 City of Pensacola  
          \$422,950

Actual:   \$211,475 Downtown Improvement Board  
          211,475 City of Pensacola  
          \$422,950

**FINANCIAL IMPACT:**

Funding in the amount of \$225,000 has been appropriated in the American Rescue Plan Act (ARPA) Fund. After execution of the Interlocal Agreement, a Supplemental Budget Resolution will be brought before City Council appropriating \$211,475 in the Special Grants Fund to account for DIB's contributions towards the project. DIB will contribute \$89,454 upon execution of the Interlocal and the remaining amount will be paid to the City in monthly installments of \$3,390 with the full contribution to be paid within three (3) years of the executed Interlocal.

The City will own and operate the facilities and therefore will be responsible for all operating cost, repairs and maintenance estimated to be \$60,000 annually.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:**   Yes

6/30/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
David Forte, Deputy City Administrator - Community Development  
Adrian Stills, Parks and Recreation Department Director

**ATTACHMENTS:**

- 1) Interlocal Agreement, Downtown Improvement Board signed June 28, 2022

**PRESENTATION:**   No



INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF  
PENSACOLA, FLORIDA AND  
THE DOWNTOWN IMPROVEMENT  
BOARD

THIS INTERLOCAL AGREEMENT (ILA) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2022, (and effective \_\_\_\_\_, 2022), by and between the City of Pensacola, Florida, a municipal corporation of the State of Florida (hereinafter referred to as the "City"), with administrative offices located at 222 West Main Street, Pensacola, Florida 32502 and the Pensacola Downtown Improvement Board of Pensacola, Florida, a public body corporate and politic of the State of Florida (hereinafter referred to as the "DIB"), with administrative offices at 226 South Palafox Street, Suite 106, Pensacola, Florida 32502 (each being at times referred to as a "party" or "parties").

WHEREAS, the DIB was created through an act of the Legislature of the State of Florida for the purpose of correcting blight, preserving and enhancing property values, encouraging and facilitating economic development, attracting and retaining commercial and residential investment, beautifying Downtown Pensacola, and marketing and promoting Downtown Pensacola to attract more customers, clients, residents, and other users of Downtown Pensacola; and

WHEREAS, Ordinance 47-72 sets out the location and boundaries of the taxing district in the downtown area in the City of Pensacola, Escambia County, Florida (hereinafter referred to as the "DIB District"); and

WHEREAS, the DIB wishes to enter into an ILA with the City to design and construct two separate restroom facilities at Martin Luther King Jr. Plaza located at 50 N Palafox St, Pensacola, FL 32502; and

WHEREAS, the parties have determined that such an ILA will accomplish the purposes as set forth herein involves appropriate public expenditures to accomplish the execution of this project.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## Article 2: Project

### 2.1 DIB Payments

The parties mutually acknowledge and agree that for the duration of the ILA, the DIB agrees to reimburse the City for half of the design & construction cost, in the amount of \$211,475 as the total amount to be paid by the DIB. The DIB shall provide the City an initial payment of \$89,454 toward the \$211,475 owed. Payment shall be transmitted to the City within 30 days of execution of this ILA. Once the initial payment has been exhausted, the City shall provide the DIB a monthly invoice in the amount of \$3,390.00 for 36 months. Within 30 days of receipt of periodic invoices from the City, the DIB shall make payment to the City until the remaining balance of \$122,021 is paid off, which means the final invoice will reflect an amount due of \$3,389.81.

The City will provide periodic updates to DIB regarding the construction of the restrooms. If there are any delays or other issues that stop the City from making payments to the Contractor, or that stop the Contractor from continuing the construction, DIB shall be allowed to also delay or temporarily stop payment until the issue is resolved and construction resumes.

If, during the course of construction of the restrooms, the City and contractor have a dispute regarding the work or payment, the City will postpone the provisions of further invoices to DIB until the issue is resolved.

The City agrees to begin the design phase within 30 days of ILA execution, and then construction phase within 90 days of design completion. Both restrooms must be finished and fully-functional within a reasonable time.

## Article 3: General Provisions

### 3.1 Term and Termination

(a) The provisions of this ILA shall take effect upon execution and shall remain in effect for a term not to exceed 36 months from its date of execution, unless terminated prior to that time.

(b) This ILA may be terminated at any time by mutual consent of the parties.

(c) This ILA may be terminated by either party without cause upon ninety (90) days advance written notice to the other party

### 3.2 Records

The parties acknowledge that this ILA 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 ILA.

### 3.3 Assignment

This ILA 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.

### 3.4 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this ILA that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

### 3.5 Headings

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

### 3.6 Survival

All other provisions, which by their inherent character, sense, and context are intended to survive termination of this ILA, shall survive the termination of this ILA.

### 3.7 Governing Law

This ILA 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 ILA shall be in the City of Escambia.

### 3.8 Interpretation

For the purpose of this ILA, 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. This ILA 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 the terms and provisions hereof.

### 3.9 Severability

The invalidity or non-enforceability of any portion or provision of this ILA 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 ILA and the balance hereof shall be construed to be enforced as if this ILA did not contain such invalid or unenforceable portion or provision.

### 3.10 Further Documents

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

### 3.11 No Waiver

The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this ILA.

### 3.12 Notices

All notices required or made pursuant to this ILA 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:

TO THE CITY  
City Administrator  
222 West Main Street  
Pensacola, FL 32502

TO THE DIB  
Executive Director  
226 South Palafox Place, Suite 106  
Pensacola, FL 32502

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

### 3.13 Liability

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 and DIB, as public agencies of the State of Florida as defined in §768.28, Florida Statutes, agree to be fully responsible for their individual negligent acts or omissions or tortious acts which result in claims or suits against the other party and agree to be fully liable for any damages caused by said acts or omissions. Each party agrees to indemnify, defend, and hold harmless the other party for its own acts or omissions that cause harm, injury or damage to persons or property and from any and all claims or suits brought as a result of such acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity, and nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this ILA.

IN WITNESS WHEREOF, the parties hereto have made and executed this ILA on the respective dates, under each signature.

**PENSACOLA DOWNTOWN IMPROVEMENT BOARD**, a special dependent district of the City of Pensacola, Florida pursuant to Laws of Florida, Ch. 72-655 as amended:

Walker Wilson  
Walker Wilson, Executive Director  
Downtown Improvement Board  
Date: 06/28/2022

Kevin Lehman  
Kevin Lehman, Vice Chair  
Downtown Improvement Board  
Date: 06/28/2022

**CITY OF PENSACOLA,**

\_\_\_\_\_  
Grover C. Robinson, Mayor  
City of Pensacola  
Date: \_\_\_\_\_

\_\_\_\_\_  
Ericka L. Burnett, Clerk  
City of Pensacola  
Date: \_\_\_\_\_

\_\_\_\_\_  
Charlie V. Peppler, Attorney  
City of Pensacola  
Date: \_\_\_\_\_

\_\_\_\_\_  
City Administrator  
City of Pensacola  
Date: \_\_\_\_\_





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00697

City Council

7/21/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PENSACOLA INTERNATIONAL AIRPORT - FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT GRANT PROGRAM AGREEMENT NO. 3-12-0063-052-2022 - AIRPORT RESCUE AND FIREFIGHTING (ARFF) MOBILE TEST CART

**RECOMMENDATION:**

That City Council approve and authorize the Mayor to execute the acceptance of the Federal Aviation Administration Airport Improvement Program Grant No. 3-12-0063-052-2022 in the amount of \$23,750 for the purchase of an Airport Rescue and Firefighting (ARFF) Mobile Test Cart for 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:**

Pensacola International Airport is eligible to receive annual grants in aid from the Federal Aviation Administration (FAA) to help cover the costs of certain safety, security, or capacity projects needed for the ongoing operation and development of the facility. These grants, offered under the FAA's Airport Improvement Program (AIP), are based on passenger enplanements.

As part of the annual budget process, Airport Staff works with FAA personnel to identify projects that qualify for AIP reimbursement and submits pre-applications and applications to the FAA accordingly. For this year, Airport Staff identified an item for reimbursement; Airport Rescue and Firefighting (ARFF) Mobile Test Cart.

In response to the application filed by Airport Staff, the FAA has offered a grant in the amount of \$23,750.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$ 23,750     FAA Grant No. 3-12-0063-052-2022

Actual: \$ 23,750     ARFF Mobile Test Cart

**FINANCIAL IMPACT:**

Anticipated funds were budgeted with the FY22 City Council Approved Budget.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:**    Yes

7/1/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator

Amy Miller, Deputy City Administrator - Administration & Enterprise

Matthew F. Coughlin, Airport Director

**ATTACHMENTS:**

- 1) Grant Agreement No. 3-12-0063-052-2022

**PRESENTATION:**    No



U.S. Department  
of Transportation  
Federal Aviation  
Administration

FAA ORL ADO  
8427 South Park Circle  
Suite 524  
Orlando, FL 32819

June 21, 2022

Mr. Matthew Coughlin  
Airport Director  
Pensacola International Airport  
2430 Airport Blvd, Suite 225  
Pensacola, Florida 32504

Dear Mr. Coughlin:

Included with this transmission, please find the legally binding electronic copy of the Grant Agreement for Grant Number 3-12-0063-052-2022 at Pensacola International Airport, offered in accordance with the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act ("ARPA Act") of 2021 (Public Law 117-2). The FAA has updated this Agreement for the FY2021 Supplemental Appropriations based on recent legislation.

In addition, this letter outlines the process and procedures necessary to execute and administer this Grant Agreement by you or the authorized agent for City of Pensacola. **Please read the agreement in its entirety prior to executing.** It is the sponsor's responsibility to certify comprehension and compliance.

1. Prior to signing the Grant Agreement. As a condition precedent to providing airport development assistance under the Airport Improvement Program, 49 U.S.C. § 47107, *et seq.*, the Secretary of Transportation and, by extension, the FAA must receive certain assurances from the airport sponsor. Title 49 U.S.C. § 47107(a) sets forth the statutory sponsorship requirements to which an airport sponsor receiving federal financial assistance must agree. The FAA has a statutory mandate to ensure that airport owners comply with these sponsor assurances. FAA Order 5100.38, Airport Improvement Program Handbook, as amended by Reauthorization Program Guidance Letters 19-01 through 19-07, provides the policies and procedures to be followed by the FAA in carrying out its legislatively mandated functions related to grant administration, eligibility, and oversight. Further, FAA Order 5190.6, *FAA Airport Compliance Manual*, provides the policies and procedures to be followed by the FAA in carrying out its legislatively mandated functions related to compliance with federal obligations of airport sponsors. The FAA considers it inappropriate to provide federal assistance for improvements to airports where the benefits of such improvements will not be fully realized due to a sponsor's inability to comply with the Grant Agreement, including its terms, conditions, and assurances.
2. Executing the Grant Agreement. As stated in the Grant Agreement, the FAA may rescind this agreement at any time prior to execution. To assure this Agreement is properly executed, you must do the following:
  - a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
  - b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than July 22, 2022** in order for the grant to be valid.

- c. You may not make any modification to the text, terms or conditions of the grant offer.
  - d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.
3. Payment requests and record keeping requirements. Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi Invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
  1. Non-construction project: Due annually at end of the Federal fiscal year.
  2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Chastity Clark, (407) 487-7226, chastity.clark@faa.gov, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Bart Vernace, P.E.  
Manager



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## GRANT AGREEMENT

### Part I - Offer

Federal Award Offer Date	June 21, 2022
Airport/Planning Area	Pensacola International Airport
Supplemental Appropriation Grant Number	3-12-0063-052-2022
Unique Entity Identifier	UBMRAF87HQB5
TO:	City of Pensacola
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated June 10, 2022, for a grant of Federal funds for a project at or associated with the Pensacola International Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Pensacola International Airport (herein called the "Project") consisting of the following:

Acquire Aircraft Rescue & Fire Fighting Safety Equipment (ARFF Mobile Test Cart)

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2021(Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;



**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$23,750.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 23,750 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.**

This Grant Agreement is subject to the following Federal award requirements:

a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or Budget Periods. (2 Code of Federal Regulations (CFR) § 200.1).

b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. **Close out and Termination.**

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with Public Law 116-260, as amended by Public Law 117-2, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 22, 2022, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal Grant Agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of Supplemental Appropriation Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.  
  
The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.  
  
The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.  
  
An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
  - a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects if funds are available;
  - c. May be increased by not more than the greater of the following, land project if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, the additional funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

**18. Audits for Sponsors.**

**PUBLIC SPONSORS.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, State, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

**19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- b. Require all contractors and subcontractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

**20. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
  - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

**21. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not –
  1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  2. Procure a commercial sex act during the period of time that the award is in effect; or
  3. Use forced labor in the performance of the award or subawards under the award.
- b. The FAA as the Federal awarding agency, may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
  1. Is determined to have violated a prohibition in paragraph A of this award term; or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either –
    - a. Associated with performance under this award; or
    - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A of this award term.
- d. Our right to terminate unilaterally that is described in paragraph A of this section:
  1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  2. Is in addition to all other remedies for noncompliance that are available to us under this award.

- 22. Priority Consideration Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

23. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated December 5, 2019, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
24. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals —
    1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
      - i. Gross mismanagement of a Federal grant;
      - ii. Gross waste of Federal funds;
      - iii. An abuse of authority relating to implementation or use of Federal funds;
      - iv. A substantial and specific danger to public health or safety; or
      - v. A violation of law, rule, or regulation related to a Federal grant.
    2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
      - i. A member of Congress or a representative of a committee of Congress;
      - ii. An Inspector General;
      - iii. The Government Accountability Office;
      - iv. Federal employee responsible for contract or grant oversight or management at the relevant agency;
      - v. A court or grand jury;
      - vi. A management official or other employee of the Sponsor, contractor, or subcontractor performing work under this Grant who has the responsibility to investigate, discover, or address misconduct; or
      - vii. An authorized official of the Department of Justice or other law enforcement agency.
    3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
      - i. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
      - ii. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).
      - iii. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

### **SPECIAL CONDITIONS**

25. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America’s Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Bart Vernace

(Typed Name)

Manager

(Title of FAA Official)



## Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the grant assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Dated \_\_\_\_\_

\_\_\_\_\_  
City of Pensacola

(Name of Sponsor)

\_\_\_\_\_  
(Signature of Sponsor's Authorized Official)

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

(Typed Name of Sponsor's Authorized Official)

**Title:** \_\_\_\_\_

(Title of Sponsor's Authorized Official)

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<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the grant assurances, terms, and conditions thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated at \_\_\_\_\_

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

*(Signature of Sponsor's Attorney)*

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<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### B. Duration and Applicability.

##### 1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### 2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### 3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

## 1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

### FEDERAL LEGISLATION

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- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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#### **FOOTNOTES TO ASSURANCE (C)(1)**

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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#### **SPECIFIC ASSURANCES**

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

**2. Responsibility and Authority of the Sponsor.****a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

**b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will 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, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or



document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

## **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

## **7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

## **8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

## **9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

## **10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

## **11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

## **12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

## **13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

#### **14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

#### **15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

#### **16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

#### **17. Construction Inspection and Approval.**

It 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 Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

#### **18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, 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, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor 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.
- i. The sponsor 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.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital 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 actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and



2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

## **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

## **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## **29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor 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;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The City of Pensacola, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of June 10, 2022.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



## FAA Airports

### Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:

[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and

[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/)

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel



NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN

NUMBER	TITLE
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program

NUMBER	TITLE
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Helicopter Design
150/5395-1A	Seaplane Bases

## THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 22-00705

City Council

7/21/2022

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

CITY OF PENSACOLA FY 2022-2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN

**RECOMMENDATION:**

That City Council approve the FY 2022-2023 CDBG Annual Action Plan for the period October 1, 2022 through September 30, 2023 for submission to U. S. Department of Housing and Urban Development. Further, that City Council approve the City of Pensacola 2022-2023 CDBG program Proposed Budget and Activity Summary. Finally, that City Council authorize the Mayor to execute all documents relating to the plan's submission and program's administration.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

As part of the U.S. Department of Housing and Urban Development's (HUD) Consolidated Plan process, the City of Pensacola Housing Department, in conjunction with other members of the Escambia Consortium, must prepare an Annual Action Plan each program year to submit to HUD for approval. The FY 2022-2023 Annual Action Plan covers the period October 1, 2022 through September 30, 2023. The Annual Action Plan identifies housing and community development activities and presents the proposed budget for the FY 2022-2023 CDBG funding request. The approved plan is due to HUD on or before August 15, 2022.

The proposed City of Pensacola Annual Action Plan summary was published in the Pensacola News Journal on May 29, 2022, allowing for a 30-day comment period. A public hearing was held June 21, 2022 at City of Pensacola City Hall in the Hagler Mason Conference Room to receive input regarding the proposed activities and budget. Comments reflected the need for assistance in the community and were supportive of the proposed activities and budget.

**PRIOR ACTION:**

July 7, 2021 - City Council approved the CDBG FY 2021-2022 Annual Action Plan

**FUNDING:**

Budget: \$886,887

Actual: \$886,887

**FINANCIAL IMPACT:**

No city general funds are required. Grant funding is received from HUD. Funding from prior CDBG grant years will be reallocated to the current grant year through the budget process

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

7/5/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Marcie Whitaker, Housing Director

**ATTACHMENTS:**

- 1) City of Pensacola FY 2022-2023 CDBG Annual Action Plan
- 2) City of Pensacola FY 2022-2023 CDBG Proposed Budget and Activity Summary

**PRESENTATION:** No

**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**2022 - 2023 ANNUAL ACTION PLAN**  
(October 1, 2022 - September 30, 2023)

CITY OF PENSACOLA  
Marcie Whitaker, Director  
Housing Department  
City of Pensacola  
420 W. Chase Street  
Pensacola, Florida 32502  
Phone: (850) 858-0350  
Fax: (850) 595-0113

Date: August 2022

## Executive Summary

### AP-05 Executive Summary - 91.200(c), 91.220(b)

#### 1. Introduction

The Annual Action Plan contains a description of resources to be allocated for programmatic activities to address affordable housing and community development needs for low/moderate income families within the jurisdiction for the period October 1, 2022 to September 30, 2023. As indicated throughout the plan, the limited resources of local non-profits and the private and public sector greatly impact the ability to address the unmet needs in the jurisdiction.

As a member of the Escambia Pensacola Consortium, the City works cooperatively with Escambia County to assist residents in attaining decent affordable housing, a suitable living environment, and expanded economic opportunities. The Plan identifies key community partners that contribute their expertise and assistance to the local jurisdiction to address the needs identified herein.

#### 2. Summarize the objectives and outcomes identified in the Plan

*This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.*

The major plan activities address the following needs: affordable housing opportunities for income eligible homeowners; needs to provide assistance for underserved populations; and opportunities and programs to support self-sufficiency. As evidenced throughout the plan, the need for affordable housing for extremely low, very low, and low/moderate income residents is a pressing issue for the jurisdiction. Housing needs are discussed in depth in Sections AP-20, AP-35, and AP-38.

Community development needs to support reinvestment in the City's redevelopment areas are discussed in Sections AP-20, AP-35, and AP-50. Concentrations of poverty are identified on the western jurisdictional boundary between the City and Escambia County. Coordinated efforts will be pursued to provide enhancements to these areas through housing rehabilitation, and public service activities with the goal of assisting these residents with attaining self-sufficiency.

#### 3. Evaluation of past performance

*This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.*



Goals were assessed based upon an in depth review of the community's needs as presented in this plan. Specific activity selection was based upon an evaluation of the activity in meeting the needs of the community to address affordable housing and community development shortfalls. Support for the housing rehabilitation program was based upon a review and evaluation of the decades of experience the City has in managing and implementing this program with over 1,000 homeowners having successfully completed participation. Public service activities supported in the plan continue to provide much needed assistance to underserved populations within the city including elderly and/or special needs and low/moderate income residents.

The activities presented in the plan will be reviewed annually to determine the viability and success in addressing the needs of low/moderate income residents within the jurisdiction. These activities will be revised to address the changing needs of the community, within funding limitations.

#### **4. Summary of Citizen Participation Process and consultation process**

*Summary from citizen participation section of plan.*

Citizen participation was achieved through various methods. Local participation has been greatly expanded with the use of local government websites where access to all types of planning documents, budgets, compliance reports, and program implementation summaries are readily available for public. Public participation was requested through multiple public advertisements and press releases as well direct contact of housing agencies and neighborhood groups for participation in the public meetings. Upon receipt of the jurisdiction's allocation notice in mid-May, the proposed plan summary was advertised for a 30 day comment period. Through the process, citizen comments were incorporated where appropriate. No comments were rejected.

A public meeting was held on March 14, 2022 and a public hearing was held on June 21, 2022 where input from community organizations, nonprofits, and citizens was solicited for preparation of the City's Annual Action Plan. Additionally, City staff attended the public hearing held by Escambia County on April 14, 2022 relative to Consortium related funding.

#### **5. Summary of public comments**

*This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.*

Public comments were accepted during the public meeting and public hearing. During the public meetings, service providers discussed the unmet needs in the community and the need for continued financial support. Proposed activities for the 2022-23 Annual Action Plan were presented at a public hearing. During the public hearing, general group discussion occurred regarding the proposed activities. Attendees expressed support for the proposed activities. A summary of public comments received during the public participation periods is available in Section PR-15.

## **6. Summary of comments or views not accepted and the reasons for not accepting them**

Comments received through the public participation process were considered in the preparation of the Plan. No comments were rejected.

## **7. Summary**

Outreach efforts and citizen input details are provided in the "Citizen Participation Comments" attachment.

## **PR-05 Lead & Responsible Agencies - 91.200(b)**

### **1. Agency/entity responsible for preparing/administering the Consolidated Plan**

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

<b>Agency Role</b>	<b>Name</b>	<b>Department/Agency</b>
CDBG Administrator	PENSACOLA	Housing Department

**Table 1 – Responsible Agencies**

### **Narrative**

The City of Pensacola Housing Department serves as the administrator for the City's Community Development Block Grant (CDBG) allocation.

### **Consolidated Plan Public Contact Information**

City of Pensacola Housing Department  
420 W. Chase Street  
P.O. Box 12910  
Pensacola, FL 32521-0031  
850-858-0350

## **AP-10 Consultation - 91.100, 91.200(b), 91.215(l)**

### **1. Introduction**

Formal outreach and consultation for the Annual Plan began in March 2022 and was achieved through a variety of strategies, including public meetings, outreach to other City Departments, as well as one-on-one meetings. Efforts were made to contact appropriate parties for input. Local service providers, nonprofits, and citizens attended the public meetings. Several public meetings were held in relation to the development of the 2022-23 Annual Action Plan.

A public meeting was held March 14, 2022 and a public hearing was held June 21, 2022, where input from community organizations, nonprofits, and citizens was solicited for preparation of the 2022-23 Annual Action Plan. Citizen participation was achieved through various methods. The plan was advertised for 30 days in its final draft version for public review and comment. Through the process, citizen comments were incorporated where appropriate. No comments were rejected.

### **Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).**

The City endeavored to enhance coordination between public and assisted housing providers and private government service agencies. The Housing Department has developed long-standing relationships with the other local public housing agency, Area Housing Commission, as well as other departments within the city and governmental agencies, nonprofit organizations, and community organizations, and community interest groups. Continuum of Care (COC) membership includes public and assisted housing providers, mental health providers, private and public health providers, and other service agencies. The housing and infrastructure needs of the City outstrip the local government resources, which necessitates a cooperative process to leverage limited funds to maximize the benefits for the entire area. The City coordinates outreach efforts to housing providers and service agencies with the Consortium lead, Escambia County, to address needs within the jurisdiction.

A comprehensive list of agencies, organizations, and groups consulted during the preparation of the 2022-23 Annual Action Plan is presented in section PR-10, Table 2.

### **Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

Opening Doors Northwest Florida, Inc. (Opening Doors), the Continuum of Care lead, was consulted throughout the planning process. The City Housing office has a current partnership and contract with Opening Doors to receive referrals for its Emergency Housing Voucher allocation as received through

the American Rescue Plan Act targeted to households that are homeless, at risk of homelessness, fleeing or attempting to flee violence, or have high risk of housing instability. Program check-in has occurred weekly in administration of this program since execution of contract in late 2021.

In 2021 as the need for assistance grew through-out the pandemic, the Continuum of Care initiated the Homeless Reduction Task Force of Northwest Florida with specific goals of reducing homelessness in a two-county area. The City Housing Director and Assistant Housing Director co-chair the Housing Subcommittee on the Task Force, which meets on a monthly basis and is actively exploring gaps in homeless housing and housing programs. The City also committed \$3 million of its Coronavirus State and Local Fiscal Recovery Funds (SLFRF) specifically for homeless agency support. City staff worked closely with the Continuum of Care and other homeless service providers through the fall of 2021 and early 2022 to address relocation of households encamped on public property into alternate housing.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

Neither the City nor the County are a direct recipient of ESG funds. The City Housing Director has served as a board member for Opening Doors Northwest Florida, Inc., the lead agency for the Continuum of Care, for the past 10 years where the allocation of ESG funds received from the State are discussed and reviewed. The Opening Doors Board provides input on performance standards and evaluates outcomes of program expenditures and contributes to the development of policies and procedures for the administration of HMIS.

The City has required homeless agencies that receive SLFRF funding to participate in HMIS in order to assist in tracking and evaluation of these projects.

**2. Agencies, groups, organizations and others who participated in the process and consultations**

**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	FL-511 Opening Doors of NW FL
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-homeless Regional organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Market Analysis Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Direct outreach was made to the Executive Director regarding the Annual Plan process. The Housing Director has served on this agency's Board and routinely discusses the unmet needs of the homeless in the area with the Executive Director.
2	<b>Agency/Group/Organization</b>	Area Housing Commission
	<b>Agency/Group/Organization Type</b>	Housing PHA Services - Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Agency representative present at the March public meeting. The City Housing Director routinely consults with the Executive Director of the Area Housing Commission regarding housing needs in the community.

3	<b>Agency/Group/Organization</b>	COUNCIL ON AGING OF WEST FLORIDA, INC.
	<b>Agency/Group/Organization Type</b>	Services-Elderly Persons Services-Persons with Disabilities Services-Health
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	A representative from this agency attended the March public meeting. The City has a long standing partnership with this not for profit which provides food, case management, and other services to underserved populations in the jurisdiction.
4	<b>Agency/Group/Organization</b>	Catholic Charities of Northwest Florida, Inc.
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Children Services-Elderly Persons Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	A representative from this agency attended the March public meeting. The City participates in ongoing coordination with this agency to address the unmet needs of residents.
5	<b>Agency/Group/Organization</b>	ESCAMBIA COUNTY
	<b>Agency/Group/Organization Type</b>	Other government - County

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City attended the public hearing held by the County on April 14 regarding the County's Annual Planning process, which includes HOME Consortium funds. The City and County jointly participate in the State SHIP program and worked together to update their 3 year Local Housing Assistance Plan this year related to affordable housing strategies and needs.
6	<b>Agency/Group/Organization</b>	Escambia County Housing Finance Authority
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Regional organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City participates in ongoing coordination with this agency to address the unmet affordable housing needs of residents, particularly in relation to multi-family development and financing as well as homeownership strategies. Staff from this organization participates on the Homeless Task Force Housing Subcommittee.



7	<b>Agency/Group/Organization</b>	Legal Services of North Florida
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless Service-Fair Housing Regional organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Representatives from this agency attended the March and June public meetings. The City participates in ongoing coordination with this agency to address the unmet needs of residents.
8	<b>Agency/Group/Organization</b>	Lutheran Services Florida Inc.
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Children Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	A representative from this agency attended the March public meeting. The City participates in ongoing coordination with this agency to address the unmet needs of residents.
9	<b>Agency/Group/Organization</b>	Pensacola Habitat for Humanity
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Market Analysis Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Representatives from this agency attended the March and June public meetings. The City participates in ongoing coordination with this agency to address the unmet needs of residents. Staff from Habitat serves on the joint City/County Affordable Housing Advisory Committee.
10	<b>Agency/Group/Organization</b>	AMR AT PENSACOLA, INC
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Market Analysis Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City participates in ongoing coordination with this housing provider to address the unmet needs of residents.
11	<b>Agency/Group/Organization</b>	CIRCLE, INC
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Market Analysis Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City participates in ongoing coordination with this housing provider to address the unmet needs of residents. A representative of this agency attended the June public hearing.
12	<b>Agency/Group/Organization</b>	Community Enterprise Investments, Inc.
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Market Analysis Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City participates in ongoing coordination with this housing provider to address the unmet needs of residents.
13	<b>Agency/Group/Organization</b>	Community Action Program Committee
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Children Services-Education
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis Economic Development Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City participates in ongoing coordination with this provider to address the unmet needs of residents. City staff participated in the "(Un)Affordable Housing Workshop" roundtable hosted by Agency on December 10, 2021.
14	<b>Agency/Group/Organization</b>	United Way of West Florida
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless Services-Health Regional organization

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City participates in ongoing coordination with this agency to address the unmet needs of residents. United Way staff participate in the Homeless Task Force. Monthly data provided from United Way from 211 calls is useful in tracking citizen requests/needs.
15	<b>Agency/Group/Organization</b>	Lakeview Center
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-homeless Services-Health Health Agency
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City participates in ongoing coordination with this agency to address the unmet needs of residents. Lakeview Staff serve on the area Homeless Task Force
16	<b>Agency/Group/Organization</b>	JUST Pensacola
	<b>Agency/Group/Organization Type</b>	Business Leaders Civic Leaders Faith Based Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Anti-poverty Strategy

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Housing Director, Assistant Housing Director, and City Council members have participated in interviews/research sessions concerning affordable housing with this not for profit faith based advocacy group since early 2022. City staff and elected officials participated in Nehemiah action on May 2, 2022 where City leaders were asked to work toward addressing the deficit of affordable rental units and continue working collaboratively.
17	<b>Agency/Group/Organization</b>	Escambia Human Relations Commission
	<b>Agency/Group/Organization Type</b>	Services-Employment Service-Fair Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City participates in ongoing coordination with this agency to address fair housing and equal employment opportunity needs of area residents. City Council appoints members to serve on this commission with members also appointed by Escambia County.
18	<b>Agency/Group/Organization</b>	Gulf Coast Veterans Healthcare System
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-homeless Services-Health Health Agency Other government - Federal
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Needs - Veterans
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City Housing Department administers the HUD-VASH program in cooperation with the Gulf Coast Veterans Healthcare System. The Housing Department Director and staff routinely coordinate with the VA to address the needs of homeless veterans in the community.

19	<b>Agency/Group/Organization</b>	Center for Independent Living of Northwest Florida
	<b>Agency/Group/Organization Type</b>	Services-Persons with Disabilities
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	City participates in ongoing coordination with this provider to address unmet needs of residents. Staff from this agency participated in the City's Affordable Housing Task Force providing recommendations to City Council and the Mayor. A representative from this agency attended the June public hearing.
20	<b>Agency/Group/Organization</b>	Baptist Health Care
	<b>Agency/Group/Organization Type</b>	Services-Health Health Agency Business and Civic Leaders Major Employer
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	As Baptist Health Care has moved forward with the relocation of its main campus from Moreno Street near downtown to a site off I-110, Hospital staff have met regularly with City staff regarding the future use of the old campus and its impact on the surrounding neighborhood. Redevelopment plans proposed by the hospital in May 2022 include the City's purchase of park space as well as restoration of street grid infrastructure, inclusion of Baptist supported health care for the area, as well as creation of affordable housing units by private developers.

### Identify any Agency Types not consulted and provide rationale for not consulting

Outreach was made to all neighborhood groups in the City of Pensacola via email, which includes neighborhoods in CDBG eligible low/mod areas. Several neighborhood representatives attended the March 14, 2022 meeting, but some neighborhood groups did not provide a formal response. The City

made outreach efforts to housing providers and service agencies to receive feedback regarding needs within the jurisdiction. Members of these organizations were invited to all public meetings and hearings.

Public meetings/hearings were advertised in the *Pensacola News Journal*, but additional outreach was made through the use of direct emails to service providers, publication on the City's website and meeting calendars, as well as City press releases and social media in efforts to provide the broadest opportunities for consultation.

### **Other local/regional/state/federal planning efforts considered when preparing the Plan**

<b>Name of Plan</b>	<b>Lead Organization</b>	<b>How do the goals of your Strategic Plan overlap with the goals of each plan?</b>
Continuum of Care	Opening Doors Northwest Florida, Inc.	The Plan strives to match HUD and CoC strategic planning efforts as it relates to collaboration and implementation of strategies to address housing for area homeless.
Eastside Neighborhood Plan	City Community Redevelopment Agency (CRA) Board and staff	Priority issues identified and addressed in this local plan as well as the Strategic Plan, including Housing, Public Services, Public Improvements and Infrastructure, and Public Facilities.
Westside Community Redevelopment Plan	City CRA Board and staff	Priority issues identified and addressed in this local plan as well as the Strategic Plan, including Housing, Public Services, Public Improvements and Infrastructure, and Public Facilities.
Urban Core Community Redevelopment Plan	City CRA Board and staff	Priority issues identified and addressed in this local plan as well as the Strategic Plan, including Housing, Public Services, Public Improvements and Infrastructure, and Public Facilities.
Urban Infill and Redevelopment Area Plan	City CRA Board and staff	Priority issues identified and addressed in this local plan as well as the Strategic Plan, including Housing, Public Services, Public Improvements and Infrastructure, and Public Facilities.
SHIP Local Housing Assistance Plan	Escambia County	Provision of safe, decent, and affordable homeownership and rental housing opportunities.

**Table 3 - Other local / regional / federal planning efforts**

## AP-12 Participation - 91.401, 91.105, 91.200(c)

### 1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Citizen participation was achieved through various methods. Several public hearings were held in relation to the development of the 2022/23 Annual Action Plan. The plan was advertised for 32 days in its final draft version for public review. Through the process, citizens comments were incorporated where received and appropriate. No comments were rejected.

To launch the public participation process and gather public input, a public hearing was held March 14, 2022 where input from various community organizations, non-profits, and citizens were solicited for preparation of the Annual Action Plan. A public hearing was held on June 21, 2022 where the 2022/23 Annual Action Plan was presented and public comment was also solicited at that time.

Local participation has been greatly expanded with the use of local government websites where access to various planning documents, budgets, compliance reports, and program implementation summaries are all readily available for public review.

### Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Minorities Persons with disabilities Non-targeted/broad community	March 7, 2022 publication in Pensacola News Journal noticing public planning process and advising of first public hearing.	No comments received.	None.	



Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Email	Non-targeted/broad community	March 7, 2022 email dispersed to subscribers of City of Pensacola general press releases	No comments received	None	
3	Internet Outreach	Non-targeted/broad community	March 7, 2022 City of Pensacola Press Release regarding Annual Plan public planning process and advising of first public hearing	No comments received	None	
4	Email	Minorities Non-targeted/broad community Neighborhood Leaders	March 8, 2022 Email to CNAPP advising of Annual Plan public planning process and advising of first public meeting	No comments received	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Email	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	March 9, 2022 Email to local housing and community development partners advising of Annual Plan public planning process and advising of first public meeting	No comments received	None	
6	Internet Outreach	Non-targeted/broad community	March 9, 2022 web posting on City of Pensacola Housing website advising of Annual Plan public planning process and advising of first public meeting	No comments received	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Public Hearing	<p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	<p>March 14, 2022 Public Hearing with was attended by members of homeless agencies, affordable housing developers, public housing authority agency, local neighborhood representatives, and other non-profits that serve low income households</p>	<p>Minutes attached. Comments included questions regarding prior use of funds; status of repair program wait list; eligibility criteria and terms for repair programs; whether CDBG funds could be used for infrastructure projects; tax credit programs; and questions about the City's participation in the HOME consortium and use of funds.</p>	All comments were accepted	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
8	Newspaper Ad	Minorities Persons with disabilities Non-targeted/broad community	May 29, 2022 publication in Pensacola News Journal noticing public hearing scheduled for June 21, 2022 and providing summary of proposed CDBG activities and budgets	No comments received	N/A	
9	Internet Outreach	Non-targeted/broad community	June 6, 2022 City of Pensacola Housing Website posting of 2nd public hearing notice and draft Annual Action Plan	No comments received	None	
10	Internet Outreach	Non-targeted/broad community	June 14, 2022 City of Pensacola Press Release regarding Annual Plan public planning process and advising of first public hearing	No comments received	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
11	Email	<p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	<p>June 20, 2022</p> <p>Email to local housing and community development partners advising of draft Annual Plan availability and advising of second public meeting and public comment period</p>	No comments received	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
12	Public Hearing	<p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	June 21, 2022 public hearing to present proposed 2022/23 activities and budgets.	Minutes attached. Comments included observation about overall need for additional funding in community; questions regarding projected number of homebuyer units to be produced; partnerships with not for profits for administration of rehab programs; need for more targeted support/preferences for persons with disabilities in various programs	All comments were accepted.	

**Table 4 – Citizen Participation Outreach**

## Expected Resources

### AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

#### Introduction

Community Development Block Grant (CDBG) resources will be utilized to accomplish long range local affordable housing and community development activities for the period October 1, 2022 - September 30, 2023. For the planning period, funding will be used to support housing, community development, and public service activities within the City to include the following: Housing Rehabilitation for owner-occupied single-family structures; Homebuyer Assistance; Public Service activities including nutritional meal programs and Homebuyer and Foreclosure Prevention education classes; and grant administration and program management. CDBG program income as noted below is estimated at this time.

Long term funding allocations under HOME and SHIP will continue to be coordinated with Escambia County, the Consortium lead, to assure the maximum benefit within the community as a result of the limited resources made available to support eligible activities from all public, private and non-profit resources.

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	764,826	85,000	122,061	971,887	1,544,664	Funds will be used to support community development and housing objectives

Table 5 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

While no match is required under the CDBG program, when appropriate, CDBG funds will be used as leverage in conjunction with City general fund allocations, local option sales tax funds, and other grant resources to complete community development activities, address housing needs, and provide services to meet the needs of City residents.

State funds received as an allocation from Florida Housing Finance Corporation's State Housing Initiatives Partnership (SHIP) program are used by the Consortium as match for the HOME Investment Partnership Program allocation as administered by Escambia County.

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

Through an Interlocal Agreement in support of an urban infill program administered by the Escambia County Housing Finance Authority, the jurisdiction has conveyed city owned vacant residential parcels for redevelopment and ultimately sale to an income eligible buyer. The Housing Department and the City Community Redevelopment Agency are currently partnering together on City owned properties for development of affordable housing units under the Attainable Housing Program. Outreach has been made to Escambia County regarding use of County owned properties within the City limits for affordable housing development.

The City continues to explore opportunities for public-private partnerships and partnerships with area affordable housing providers to address the needs for community development and affordable housing in the jurisdiction.

**Discussion**

The City, as a member of the Consortium, supports the Consortium's major plan priorities to include the following: rehabilitation of homeowner occupied substandard housing for families with incomes between 0-80% of the local median; promote new construction, homebuyer assistance, and acquisition/rehabilitation activities to support affordable homeownership for families with incomes primarily between 50-80% of median; expand below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or new construction of units; enhance the availability of rental assistance for very low income families; support development of housing for underserved populations in the community; support reinvestment in distressed neighborhoods; and undertake a variety of targeted public infrastructure, public service, and community development activities primarily for the benefit of lower income residents.



## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

#### Goals Summary Information

	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
<b>1</b>	Housing Rehabilitation	2020	2024	Affordable Housing	Income eligible Citywide	Affordable Housing	CDBG: \$446,698	Homeowner Housing Rehabilitated: 8 Household Housing Unit
<b>2</b>	Housing Rehabilitation Temporary Relocation	2020	2024	Affordable Housing	Income eligible Citywide	Affordable Housing	CDBG: \$7,500	Homeowner Housing Rehabilitated: 3 Household Housing Unit
<b>3</b>	Homebuyer Assistance	2020	2024	Affordable Housing	Income eligible Citywide	Affordable Housing	CDBG: \$150,000	Direct Financial Assistance to Homebuyers : 7 Households Assisted
<b>4</b>	Public Facilities and Improvements	2020	2024	Non-Housing Community Development	Westside Redevelopment Plan Eastside Redevelopment Plan Urban Core Redevelopment Area	Public Facilities and Improvements Economic Development	CDBG: \$100,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 500

					Community Redevelopment Plan 2010 Income eligible Citywide			Persons Assisted
5	Nutritional Meal Programs	2020	2024	Non-Homeless Special Needs	Income eligible Citywide	Public Service	CDBG: \$70,000	Public service activities other than Low/Moderate Income Housing Benefit: 740 Persons Assisted
6	Homebuyer and Foreclosure Prevention Classes	2020	2024	Non-Housing Community Development	Income eligible Citywide	Affordable Housing	CDBG: \$44,724	Public service activities other than Low/Moderate Income Housing Benefit: 25 Persons Assisted
7	Grant Administration and Management	2020	2024	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Income eligible Citywide	Affordable Housing Public Service Public Facilities and Improvements Economic Development	CDBG: \$152,965	Other: 1 Other

**Table 6 – Goals Summary**

## Goal Descriptions

1	<b>Goal Name</b>	Housing Rehabilitation
	<b>Goal Description</b>	<p>Development of sustainable urban communities by providing decent housing and a suitable living environment for families at 80% or less of area median income to include rehabilitation of owner-occupied structures providing structural modifications and the removal of architectural barriers to accommodate the needs of persons with disabilities; provide for the evaluation and control of lead based paint hazards for houses constructed prior to 1978; provide for private sewer lateral upgrades; and provide for administrative costs of these programs and other related housing rehabilitation/repair activities.</p> <p>Funding includes \$239,637 (2022 allocation); \$85,000 (estimated program income); and \$122,061 (2017 Rehab Activity Allocation balance).</p>
2	<b>Goal Name</b>	Housing Rehabilitation Temporary Relocation
	<b>Goal Description</b>	Provide funds for temporary relocation for families whose dwellings are being rehabilitated through the jurisdiction's residential rehabilitation program.
3	<b>Goal Name</b>	Homebuyer Assistance
	<b>Goal Description</b>	Funds will provide for down payment/closing cost/principal mortgage reduction assistance through deferred payment loans, low interest loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home.
4	<b>Goal Name</b>	Public Facilities and Improvements
	<b>Goal Description</b>	Funds to support neighborhood improvement projects within CDBG eligible neighborhoods or in direct support of affordable housing development. Projects may include activities that address the removal of slum and blighted conditions associated with vacant or abandoned properties; street rehabilitation/reconstruction including the installation of accessible curb cuts and related improvements; sidewalk construction; sanitary sewer and/or stormwater drainage improvements; park improvements; community centers; and street lighting.
5	<b>Goal Name</b>	Nutritional Meal Programs
	<b>Goal Description</b>	Direct service to provide meals to low- and moderate-income elderly and/or special needs residents.

6	<b>Goal Name</b>	Homebuyer and Foreclosure Prevention Classes
	<b>Goal Description</b>	Provide pre-purchase and foreclosure prevention education classes to prepare residents for homeownership and provide guidance to avoid foreclosure and retain ownership of their homes.
7	<b>Goal Name</b>	Grant Administration and Management
	<b>Goal Description</b>	Provide grant oversight to ensure compliance with the program guidelines. Activities encompass developing and submitting plans and program budgets, project management and compliance tracking, financial management of grant funds, compiling data to comply with annual reporting and grant monitoring requirements.

## AP-35 Projects - 91.420, 91.220(d)

### Introduction

Community Development Block Grant (CDBG) resources will be utilized to accomplish long range local affordable housing and community development activities for the period October 1, 2022, to September 30, 2023. The funding will be used to support community development and public service activities within the City to include the following: Housing Rehabilitation for owner-occupied single-family structures; Temporary Relocation to support housing rehabilitation programs; Public Service activities including funding to support nutritional service programs and legal services; Homebuyer and Foreclosure Prevention Education Program; and grant administration and program management.

Long term funding allocations will continue to be coordinated with Escambia County, the Consortium lead, to assure the maximum benefit within the community because of the limited resources made available to support eligible activities from all public, private, and non-profit resources.

#	Project Name
1	Housing Rehabilitation
2	Housing Rehabilitation Temporary Relocation
3	Homebuyer Assistance Program
4	Neighborhood Improvement Projects
5	Nutritional Meal Program
6	Homebuyer & Foreclosure Prevention Education Classes
7	Grant Administration & Management

**Table 7 – Project Information**

### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The majority of assistance available under this plan will be targeted toward low-income households across the jurisdiction. The need for housing rehabilitation is identified as a strategy in the various City community redevelopment plans. While there has been a resurgence of housing construction in the urban core of the City, there continues to be a need for housing rehabilitation as evidenced by ongoing requests for repair assistance. Due to the age of the existing housing stock within the downtown area and in the adjoining neighborhoods, households with multiple housing problems are scattered throughout these areas. While there may not be a concentration of units in any one area of the City, units requiring some form of repair or rehabilitation can be identified in most neighborhoods throughout the City. Construction costs have continued to escalate since the pandemic and have made routine improvements out of reach for low and moderate income households. Public Services are planned to assist income eligible residents with homeownership and foreclosure prevention education, legal issues, and nutritional meal services for elderly and special needs residents throughout the jurisdiction. The pandemic has increased the need for these services for at risk populations. In light of

the pandemic and continued needs of underserved populations in the jurisdiction, the need out paces the available funding.

**AP-38 Project Summary**  
**Project Summary Information**

1	<b>Project Name</b>	Housing Rehabilitation
	<b>Target Area</b>	Income eligible Citywide
	<b>Goals Supported</b>	Housing Rehabilitation
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	CDBG: \$446,698
	<b>Description</b>	Funding for the CDBG owner occupied residential rehabilitation program and related activities.
	<b>Target Date</b>	9/30/2029
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 8 households with incomes at or below 80% of area median income located throughout the jurisdiction.
	<b>Location Description</b>	Jurisdiction wide
2	<b>Planned Activities</b>	Funds to rehabilitate owner-occupied houses; to provide for structural modifications or the removal of architectural barriers to accommodate the needs of persons with disabilities; to provide for the federally mandated evaluation and control of lead-based paint hazards for projects with a house constructed prior to 1978; and to provide for administrative costs of these programs and other housing related rehabilitation/repair activities. Assistance provided through deferred payment grants/deferred payment loans/low interest loans, or a combination thereof.
	<b>Project Name</b>	Housing Rehabilitation Temporary Relocation
	<b>Target Area</b>	Income eligible Citywide
	<b>Goals Supported</b>	Housing Rehabilitation Temporary Relocation
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	CDBG: \$7,500
	<b>Description</b>	Provides temporary relocation for families whose dwellings are being rehabilitated through the jurisdiction's rehabilitation programs.
	<b>Target Date</b>	9/30/2029



	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 3 households with income at or below 80% of area median income located throughout the jurisdiction.
	<b>Location Description</b>	Jurisdiction wide.
	<b>Planned Activities</b>	Funds support temporary relocation for families whose dwelling units are being rehabilitated through the City's CDBG Housing Rehabilitation Program and HOME Reconstruction Program.
<b>3</b>	<b>Project Name</b>	Homebuyer Assistance Program
	<b>Target Area</b>	Income eligible Citywide
	<b>Goals Supported</b>	Homebuyer Assistance
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	CDBG: \$150,000
	<b>Description</b>	Funds will provide for down payment/closing cost/principal mortgage reduction assistance through deferred payment loans, low interest loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home.
	<b>Target Date</b>	9/30/2029
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 7 homebuyers at or below 80% area median income
	<b>Location Description</b>	Jurisdiction wide.
	<b>Planned Activities</b>	Funds will provide for down payment/closing cost/principal mortgage reduction (gap financing) assistance through deferred payment loans, low interest loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home within the City of Pensacola limits. In accordance with CDBG regulations, CDBG may only provide up to 50% of the down payment.
	<b>Project Name</b>	Neighborhood Improvement Projects

4	<b>Target Area</b>	Westside Redevelopment Plan Eastside Redevelopment Plan Urban Core Redevelopment Area Community Redevelopment Plan 2010 Income eligible Citywide
	<b>Goals Supported</b>	Public Facilities and Improvements
	<b>Needs Addressed</b>	Public Facilities and Improvements
	<b>Funding</b>	CDBG: \$100,000
	<b>Description</b>	Funds to support neighborhood improvement projects within CDBG eligible neighborhoods or in direct support of affordable housing development.
	<b>Target Date</b>	9/30/2029
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	500 low/mod persons
	<b>Location Description</b>	Neighborhoods within CDBG eligible low/mod census tracts. Projects located in CRAs or projects in direct support of affordable housing may be given priority.
	<b>Planned Activities</b>	Projects may include activities that address the removal of slum and blighted conditions associated with vacant or abandoned properties; street rehabilitation/reconstruction including the installation of accessible curb cuts and related improvements; sidewalk construction; sanitary sewer and/or stormwater drainage improvements; park improvements; community centers; and street lighting.
5	<b>Project Name</b>	Nutritional Meal Program
	<b>Target Area</b>	Income eligible Citywide
	<b>Goals Supported</b>	Nutritional Meal Programs
	<b>Needs Addressed</b>	Public Service
	<b>Funding</b>	CDBG: \$70,000
	<b>Description</b>	Direct services to provide meals to low- and moderate-income elderly and/or special needs residents.
	<b>Target Date</b>	9/30/2024

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Activity will benefit 740 elderly or disabled low/moderate income residents in the community.
	<b>Location Description</b>	Jurisdiction wide
	<b>Planned Activities</b>	Funds will provide nutritional services to elderly and/or disabled residents in the jurisdiction through the Meals on Wheels and Senior Dining Site programs.
6	<b>Project Name</b>	Homebuyer & Foreclosure Prevention Education Classes
	<b>Target Area</b>	Income eligible Citywide
	<b>Goals Supported</b>	Homebuyer and Foreclosure Prevention Classes
	<b>Needs Addressed</b>	Affordable Housing Public Service
	<b>Funding</b>	CDBG: \$44,724
	<b>Description</b>	Provide pre-purchase and foreclosure prevention education classes to prepare residents for homeownership and provide guidance to avoid foreclosure and retain ownership of their homes.
	<b>Target Date</b>	9/30/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	25 low/moderate income persons assisted
	<b>Location Description</b>	Jurisdiction wide
	<b>Planned Activities</b>	Pre-purchase homeownership education, guidance, and support classes. Assist City residents with a goal of owning their own home and provide foreclosure prevention education and assistance to assist residents avoid foreclosure and retain homeownership.
7	<b>Project Name</b>	Grant Administration & Management
	<b>Target Area</b>	Income eligible Citywide
	<b>Goals Supported</b>	Grant Administration and Management

<b>Needs Addressed</b>	Affordable Housing Public Service Public Facilities and Improvements Economic Development
<b>Funding</b>	CDBG: \$152,965
<b>Description</b>	Provide funding to ensure proper fiscal and programmatic management of the various activities undertaken with grant funds. Includes personnel services and operational expenses.
<b>Target Date</b>	9/30/2024
<b>Estimate the number and type of families that will benefit from the proposed activities</b>	N/A. Funding provided for staff support for CDBG grant administration. Approximately 22,260 residents in the City limits meet the criteria of low/mod income.
<b>Location Description</b>	Jurisdiction wide.
<b>Planned Activities</b>	Funds to administer the program to include personnel services and operating expenses.

## **AP-50 Geographic Distribution - 91.420, 91.220(f)**

### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

Assistance under this Annual Plan will be directed toward income eligible households jurisdiction wide regardless of geography.

Concentrations of minority families and areas of poverty are found along the western boundary of the jurisdiction. Many of these census tracts have poverty rates exceeding 20%.

### **Geographic Distribution**

<b>Target Area</b>	<b>Percentage of Funds</b>
Westside Redevelopment Plan	
Eastside Redevelopment Plan	
Urban Core Redevelopment Area	
Community Redevelopment Plan 2010	
Income eligible Citywide	100

**Table 8 - Geographic Distribution**

### **Rationale for the priorities for allocating investments geographically**

The majority of assistance available under this plan will be targeted toward low-income households across the jurisdiction. The need for housing rehabilitation is identified as a strategy in the various community redevelopment plans. Most of the community redevelopment areas have been determined to be affected by slum/blight. While there has been a resurgence of housing construction in the urban core of the City, there continues to be a need for housing rehabilitation. Due to the age of the existing housing stock within the downtown area and in the adjoining neighborhoods, households with multiple housing problems are scattered throughout these areas. While there may not be a concentration of units in any one area of the City, units requiring some form of repair or rehabilitation can be identified in most neighborhoods throughout the City. Housing rehabilitation supports the goal of community redevelopment jurisdiction wide. Public Services are planned to assist income eligible residents with homeownership and foreclosure prevention education and nutritional services for elderly and special needs residents provided by Council on Aging of West Florida, Inc. throughout the jurisdiction. Homebuyer assistance will be available City-wide, where home purchase costs average higher than the unincorporated Escambia County.

### **Discussion**

While a specific geographic area is not prioritized within this plan, the City has identified several neighborhoods in need of revitalization to include the Urban Core, Eastside, and Westside neighborhoods. To support, enhance, and leverage ongoing revitalization efforts in those areas, the

City's Annual Action Plan allocates resources to these designated areas. Additionally, resources will be used to support public service activities for income eligible residents of the City.

As a member of the Escambia Consortium and to leverage funding community wide, it is anticipated that activities may be completed in cooperation with Escambia County. It should be noted that needs in the identified areas far outpace the available and projected funding resources.

## **AP-75 Barriers to affordable housing -91.420, 91.220(j)**

### **Introduction**

During 2020, the city convened an Affordable Housing Task Force consisting of 13 subject matter experts. In September 2020, City Council adopted the Affordable Housing Task Force Report which presented six recommendations and action steps to be implemented to address the need for affordable housing in the community. The task force identified the following three pillars: equity, accessibility, and affordability, as the foundation for the task force's goals. The city is in the process of implementing the recommendations and action steps.

As joint recipients of State of Florida State Housing Initiatives Partnership (SHIP) Program funding, the City and County jointly appoint members to a housing advisory committee, the Affordable Housing Advisory Committee (AHAC). One task of the committee is to review public policies, procedures, ordinances, regulations, plans, and other activities for barriers to affordable housing on an annual basis. The City has implemented several strategies over the years, such as expedited permitting for affordable housing, ongoing review of the impact of public policy on affordable housing, allowance of accessory dwelling units in residential districts, and inventory of public lands available for affordable housing.

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

During 2021, the committee reviewed each jurisdiction's public policy and presented a report to both jurisdictions of recommended revisions. The report was last presented to both jurisdictions in December 2021. Recommendations from the 2021 AHAC Review suggested that the City consider tiered permitting costs based on project affordability; that the County provide surplus properties it owns within the City limits to the City for affordable housing development; that the City explore implementation of linkage fees/developer impact fees; updating of city lien release policy; and exploration of affordable housing waivers relative to construction within the Community Redevelopment Area Urban Design Overlay District. In early 2022, the CRA made some revisions to its Urban Design Overlay District Standards such as reducing glazing requirements which translates to reduced construction costs as well as an abbreviated modification/appeal review process. A CRA TIF rebate incentive was made available in 2022 for projects that set aside a minimum of 10% of its units for affordable housing; rebate amounts are based on the amount of units set aside for affordable housing. There are no planned actions currently to address any additional public policy barriers.

As part of its annual review, the Affordable Housing Advisory Committee will review public policy

barriers and make recommendations to the City Council by December 2022.

### **Discussion**

City Council adopted the most recent Affordable Housing Incentive Plan Review Report December 2021. The AHAC will be reviewing public policies during 2022.



## **AP-85 Other Actions - 91.420, 91.220(k)**

### **Introduction**

The City proposes to undertake activities identified in this plan to address the needs of low/moderate income residents within the jurisdiction. This will be accomplished through continued cooperation with the Consortium lead agency to leverage the limited resources necessary to provide affordable housing, support suitable living environments, and provide economic opportunities throughout the jurisdiction.

To support reinvestment in the City and its many varied neighborhoods including the urban core and adjoining neighborhoods and other income qualifying areas, revitalization of distressed neighborhoods will be a priority through a host of projects that have been proposed within the associated redevelopment plans for these neighborhoods and will be supported through this plan where eligible.

### **Actions planned to address obstacles to meeting underserved needs**

The primary obstacle in meeting underserved needs is the lack of sufficient private and public funding. The City will continue to partner with other local jurisdictions, its own internal departments, and various local agencies to address the jurisdiction's needs and leverage resources. The City is continuing to research additional funding to provide for underserved needs.

The City is utilizing one-third of its allocation of American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) for housing programs and services, with \$3 million allocated to homeless projects and \$2 million allocated to general housing programs. The funding is intended to support housing stability for homeless and income eligible populations. One challenge with this federal funding has been the lack of capacity of agencies to provide increased services and/or meet required compliance reporting. City staff have provided technical assistance to agencies as well as partner with more experienced agencies to provide mentoring and training to smaller, less experienced organizations.

Meal programs (Meals on Wheels and Senior Dining sites) as provided by the Council on Aging of West Florida with CDBG funds will continue to provide nutritional food for elderly and disabled residents who may otherwise lack resources to obtain food, including transportation barriers to obtain those meals.

### **Actions planned to foster and maintain affordable housing**

As described in the Consolidated Plan, the level of housing need and associated housing problems is inverse to family income. Rising housing costs in the area are making affordable housing difficult to obtain both for renters and homebuyers. For renters, the shortage of available affordable units is a clear obstacle. In December 2021, with Pensacola rentals showing a 96.7% occupancy rate, RentCafe ranked the Pensacola rental market as extremely competitive, ranking at number 11 nationwide. For homebuyers, the median home price in the area has risen over \$100,000 since 2019. Buyers on a fixed income require larger subsidies in order to fill the gap between the sales price of the home and an

affordable mortgage payment.

**HOMEBUYERS:** The City has implemented a homebuyer program utilizing ARPA in addition to existing grant resources to support homeownership opportunities for low- and moderate-income families in the community which will address the larger financing gap needed by affordable buyers. The intent of leveraging the limited available funds is to meet the needs of the community, especially given the rapidly increasing construction and home purchase costs. The Housing Department has been working with the City CRA to create an Attainable Infill Housing Program, which is anticipated to assist income eligible homebuyers using City owned parcels over the next year. Homebuyer assistance will also be offered under CDBG in order to provide sorely needed gap financing for buyers to be able to afford a modest home within the City limits.

**OWNER OCCUPANTS:** Housing rehabilitation will continue to be of primary importance to sustain homeownership, preserve existing affordable housing inventory, and assure families are living in suitable conditions. ARPA funding will be utilized in addition to regular HUD funding to address the City's rehabilitation waiting list. CDBG-CV funding will continue to be provided by the City to assist COVID impacted homeowners with mortgage and utility assistance arrears to keep families in their homes.

**RENTALS:** As a Public Housing Authority administering the Housing Choice Voucher (HCV) program, the City Housing office modified its HCV Administrative Plan in February 2022 to permit leases in special housing types such as shared housing, single room occupancy units, group homes, and congregate housing to provide for additional housing options for voucher holders given the short supply of available rental units in the area. We will continue to monitor the leasing activity of these special housing types.

The City will continue to support the preservation and development of affordable housing, particularly rental units, with Escambia County, the Consortium lead, and other area partners such as the Escambia County Housing Finance Authority.

### **Actions planned to reduce lead-based paint hazards**

All HUD funded housing rehabilitation and acquisition projects where the home was constructed before 1978 follow HUD's Lead Safe Housing Rule guidance. Lead-based paint (LBP) hazards, if present, are addressed through the rehabilitation process through repair or interim controls or abatement depending on the amount of funding assistance targeted for the unit. The EPA Fact Sheet and EPA publication, *Protect Your Family from Lead in Your Home*, are provided to occupants to educate about LBP hazards.

Section 8 Housing Choice Voucher holders are encouraged to look for units in good repair which

diminishes the potential for exposure to lead based paint hazards.

### **Actions planned to reduce the number of poverty-level families**

The plan supports public service programs which provide residents with tools to help themselves improve their financial stability and should assist in reducing poverty level families. Credit and financial literacy classes and homeowner education for prospective homebuyers are programs that are currently in place. The educational classes coupled with Homebuyer subsidies will offer families an opportunity to begin building financial security and offer residents a “step up” out of poverty as well as build wealth and skills so that residents can remove themselves from the debt cycle that plagues many low-income families. Workshops are planned to provide targeted community outreach and education to buyers that traditionally may not have access to homebuying opportunities in relation to its Attainable Infill Housing program.

Legal Services Support under CDBG-CV will provide landlord-tenant counseling, foreclosure representation, and other legal aid that will remove barriers so families may obtain/maintain ownership of their properties, prevent evictions and potential homelessness, and access their property as an asset to obtain home improvements loans.

The City received 35 vouchers under the Emergency Housing Voucher (EHV) Program, which is being administered with Opening Doors Northwest Florida. Opening Doors provides case management for the applicant and the program provides assistance with acquiring essential household items, supportive services, and deposits as needed. Both agencies will continue to provide support for homeless applicants under the program as lease up continues. The City ARPA SLFRF for homelessness is providing supportive services as well as providing housing support.

### **Actions planned to develop institutional structure**

The organizations identified in the plan reflect a strong community commitment to addressing the unmet needs of low/moderate income families and the underserved population in the area. Both the volunteer and paid staff provide a valuable resource for the community. The limited financial resources available do not come close to meeting the multitude of housing and community development needs identified in the plan. City staff will continue to serve on the Homeless Reduction Task Force to help advance agency coordination and cooperation for homeless services. The City will continue to coordinate efforts through area partners, the Consortium, and the Continuum of Care (COC) to identify opportunities to leverage funding from both the public and private sectors to expand the capacity of available resources and service delivery models.

### **Actions planned to enhance coordination between public and private housing and social**

## **service agencies**

The City will continue to engage in community discussions which are leading to the development of outcome based goals promoting long term solutions. Activities in this plan are successful due to collaboration with public and private housing and social service agencies. The local agencies tasked with providing social services continue to be underfunded and struggle to meet the growing demand for services and assistance. The City will continue to coordinate efforts through the Consortium and the CoC to identify opportunities to leverage funding from both the public and private sectors to expand the capacity of available resources and service delivery models. The City as a PHA and Opening Doors have committed to participation in a HUD sponsored Advancing Equity Community of Practice to review data/processes in place that establish housing inequality and produce an action plan at the end of the period to improve those systems for the betterment of clients.

The City, as a member of the Consortium, supports the continued delivery of training and technical assistance for local not for profits and other interested agencies to assist with developing capacity. City staff are actively engaged in the year old Homeless Reduction Task Force of Northwest Florida, which has representation from various public and private housing and social service agencies and seeks to improve coordination among these various entities specific to homeless service providers.

## **Discussion**

The intent is to leverage the limited available funds to meet the needs of the community. Planned activities are based on the funding available to meet priorities as identified in the Consolidated Plan. Needs assessments are ongoing based on new funding opportunities and changing community priorities. The city plans to continue working through the established Consolidated Plan priorities through the new planning period. Continued coordination and any newly identified opportunities to address needs will be incorporated within future annual plans, when eligible and affordable.

## Program Specific Requirements

### AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

#### Introduction

This section provides specific requirements of the HUD CDBG funding provided under this plan.

The City of Pensacola participates with Escambia County in a Consortium under the HOME program. Allocation of HOME funds to Consortium members is based on the HOME consortia report as provided by HUD and is evidenced by an Interlocal Agreement. HOME Program specific requirements are outlined in Escambia County's Annual Action Plan.

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	85,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>85,000</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

## Discussion

The City generates approximately \$85,000 annually in program income from the CDBG Housing Rehabilitation activity. These funds are receipted into IDIS and allocated to support additional housing rehabilitation or other CDBG eligible projects. Currently the jurisdiction does not make use of Section 108 loan funding, urban renewal settlement funding, funds returned to the line of credit, and/or income from float funded activities. The jurisdiction plans to continue using program income to enhance current funding levels under the Housing Rehabilitation activity to address unmet needs of low/moderate income families for affordable housing by sustaining and upgrading the existing housing stock within the community.

## Attachments

**Citizen Participation Comments**

**City of Pensacola  
Community Development Block Grant  
2022-23 Annual Action Plan**

**Citizen Participation Comments**

Meeting Advertisements  
Meeting Minutes  
Citizen Comments



DEPT OF HOUSING/LEGAL ADS  
420 W CHASE ST

PENSACOLA, FL 32502

Published Daily-Pensacola, Escambia County, FL

## PROOF OF PUBLICATION

State of Florida  
County of Escambia:

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

PUBLIC NOTICE The City of

as published in said newspaper in the issue(s) dated or by publication on the newspaper's website, if authorized, on :

03/07/22

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

Sworn to and Subscribed before me this 7th of March 2022, by legal clerk who is personally known to me

Affiant

Notary Public State of Wisconsin, County of Brown

My commission expires  
# of Affidavits

Publication Cost: \$202.90  
Ad No: 0005160767  
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### PUBLIC NOTICE

The City of Pensacola, Florida, announces initiation of the public participation process that will facilitate the preparation of the 2022/23 Annual Action Plan for Housing and Community Development for the period October 1, 2022 - September 30, 2023. This process serves as a collaborative tool for the community by identifying or updating existing conditions with respect to housing and community development needs, goals and objectives.

The City's 2022/23 Annual Action Plan for Housing and Community Development will identify the community's housing and community development priorities, and target strategies to address priorities established in the 2020-24 Consolidated Plan which will be implemented during the next Federal Fiscal Year. The 2022/23 Annual Plan, when complete, will denote the city's action plan for the utilization of resources provided through the Fiscal Year 2022 Community Development Block Grant, or other HUD programs designed to address housing and community development needs.

A PUBLIC HEARING is being sponsored by the City of Pensacola to afford citizens the opportunity to provide input and recommendations regarding assisted housing, housing and community development related needs/priorities, supportive housing needs, and non housing community development needs within the city. The public hearing concerning the development of the Annual Plan will be held at 4:30 P.M. on Monday, March 14, 2022, Pensacola City Hall, Hagler Mason Conference Room on the 2nd Floor, at 222 W. Main Street, Pensacola, Florida. The meeting is being recorded and can be viewed at the following link: [cityofpensacola.com/video](http://cityofpensacola.com/video)

In addition to direct input provided during the public hearing, written comments or input regarding local housing and community development needs or priorities will be accepted through March 25, 2022, and may be submitted to: City of Pensacola Housing Department, P.O. Box 12910, Pensacola, FL 32521-0031, or via email to [mwhitaker@cityofpensacola.com](mailto:mwhitaker@cityofpensacola.com). For further information, contact Marcie Whitaker at 850-858-0323.

In accordance with the Americans with Disabilities Act, any person needing accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should contact 850-858-0350 at least 72 hours in advance of the event in order to allow time to provide the requested services.  
Legal No. 5160767 March 7, 2022

NANCY HEYRMAN  
Notary Public  
State of Wisconsin

## Meredith Reeves

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**From:** City of Pensacola Public Information <listserv@civicplus.com>  
**Sent:** Monday, March 7, 2022 9:47 AM  
**To:** Meredith Reeves  
**Subject:** [EXTERNAL] Public Hearing on City of Pensacola HUD Annual Plan March 14

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

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PUBLIC INFORMATION OFFICE

Press Release

### **PUBLIC INFORMATION:**

March 7, 2022

### **MEDIA CONTACT:**

Kaycee Lagarde  
850-435-1623  
[klagarde@cityofpensacola.com](mailto:klagarde@cityofpensacola.com)

## **Public Hearing on City of Pensacola HUD Annual Plan March 14**

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## Meredith Reeves

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**From:** Meredith Reeves  
**Sent:** Tuesday, March 8, 2022 10:00 AM  
**To:** Kelly Hagen (kellyohagen@gmail.com)  
**Cc:** Marcie Whitaker; Lawrence Powell  
**Subject:** Public Hearing on City of Pensacola HUD Annual Plan March 14

Good morning, Ms. Hagen,  
First of all, congrats on your recent election as President of CNAPP.

Secondly, I wanted to provide you with the following information regarding the City's upcoming meeting next Monday, March 14 that will begin our annual planning process for the Community Development Block Grant (CDBG) funding to be received by the City from HUD. This initial meeting will be a general meeting to discuss the funding, types of eligible projects, and to solicit community feedback on housing and community development needs.

We would appreciate your sharing this information with your association as you see fit. Please don't hesitate to contact Marcie or myself if you have any questions.

Thank you!  
Meredith

## Meredith Reeves

*Assistant Housing Director, Housing Department*

Visit us at <https://www.cityofpensacola.com>

420 W. Chase St.

Pensacola, FL 32502

Office: 850.858.0311

Fax: 850.595.0113

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

**PENSACOLA**

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PUBLIC INFORMATION OFFICE

Press Release

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Kaycee Lagarde

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In accordance with the Americans with Disabilities Act, any person needing accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should contact 850-858-0350 at least 72 hours in advance of the event in order to allow time to provide the requested services.


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For more information or general questions, email [pio@cityofpensacola.com](mailto:pio@cityofpensacola.com). To stay



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## Meredith Reeves

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**From:** Meredith Reeves  
**Sent:** Wednesday, March 9, 2022 7:58 AM  
**To:** Meredith Reeves  
**Cc:** Marcie Whitaker; Christine Crespo  
**Subject:** Public Hearing on City of Pensacola HUD Annual Plan March 14

Good morning, Housing and Community Development Partners:

Our office wanted to provide you with the following information regarding the City's upcoming meeting next Monday, March 14 at 4:30 pm that will begin our annual planning process for the Community Development Block Grant (CDBG) funding to be received by the City from HUD. This initial meeting will be a general meeting to discuss the funding, types of eligible projects, and to solicit community feedback on housing and community development needs.

We would appreciate your participation and sharing this information with your partners as you see fit. Please don't hesitate to contact Marcie or myself if you have any questions.

Thank you!

Meredith

## Meredith Reeves

*Assistant Housing Director, Housing Department*

Visit us at <https://www.cityofpensacola.com>

420 W. Chase St.

Pensacola, FL 32502

Office: 850.858.0311

Fax: 850.595.0113

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

**PENSACOLA**

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**From:** City of Pensacola Public Information <[listserv@civicplus.com](mailto:listserv@civicplus.com)>  
**Sent:** Monday, March 7, 2022 9:47 AM  
**To:** Meredith Reeves <[MR Reeves@cityofpensacola.com](mailto:MR Reeves@cityofpensacola.com)>  
**Subject:** [EXTERNAL] Public Hearing on City of Pensacola HUD Annual Plan March 14

**THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT**



WWW.CITYOFPENSACOLA.COM

PUBLIC INFORMATION OFFICE

Press Release

**PUBLIC INFORMATION:**

March 7, 2022

**MEDIA CONTACT:**

Kaycee Lagarde

850-435-1623

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

## **Public Hearing on City of Pensacola HUD Annual Plan March 14**

The City of Pensacola will host a public hearing on Monday, March 14 at 4:30 p.m. concerning the development of its 2022-23 annual action plan for the Community Development Block Grant program. The public hearing will take place in the Hagler Mason Conference Room, located on the second floor of City Hall, 222 W. Main Street.

The public hearing will be recorded and live streamed at [cityofpensacola.com/video](https://cityofpensacola.com/video).

The meeting is being sponsored by the city to afford citizens the opportunity to provide input and recommendations regarding housing and community development needs, goals, and objectives to support priorities identified in the 2020-24 Consolidated Plan. Public input will assist with planning in the utilization of city's Community Development Block Grant program funds. The city's 2020-24 Consolidated Plan is available online [here](#).

In addition to direct input provided during the public hearing, individual written comments or input regarding local housing and community development needs or priorities will be accepted through March 25, 2022 and may be submitted via mail to the City of Pensacola Housing Department, P.O. Box 12910, Pensacola, Florida, 32521-0031 or via email to [mwhitaker@cityofpensacola.com](mailto:mwhitaker@cityofpensacola.com).

For more information, contact City of Pensacola Housing Director Marcie Whitaker at 850-858-0323.


In accordance with the Americans with Disabilities Act, any person needing accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should contact 850-858-0350 at least 72 hours in advance of the event in order to allow time to provide the requested services.


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## **Community Development Block Grant (CDBG) Program**

As an Entitlement Grantee, the city is eligible to receive an annual allocation of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development under the CDBG Entitlement Program. The CDBG program is authorized under Title I of the Housing and Community Development Act of 1974, as amended.

### **HOUSING & COMMUNITY DEVELOPMENT ACT OBJECTIVES**

The act establishes as its primary objective the development of viable urban communities, including decent housing and a suitable living environment, and expanding economic opportunity, principally for persons of low and moderate income. This objective is achieved by funding activities that meet one of the three national objectives:

- Benefit to low- and moderate-income families
- Aid in the prevention or elimination of slums or blighted conditions
- Meet an urgent need

### **PUBLIC NOTICE**

A public hearing is being sponsored by the City of Pensacola to afford citizens the opportunity to provide input and recommendations regarding assisted housing, housing and community development related needs/priorities, supportive housing needs, and non-housing community development needs within the city under the CDBG Program. The public hearing concerning the development of the Annual Plan will be held

at 4:30 P.M. on Monday, March 14, 2022, Pensacola City Hall, Hagler Mason Conference Room on the 2nd Floor, at 222 W. Main Street, Pensacola, Florida. The meeting is being recorded and can be viewed at the following link: [cityofpensacola.com/video](http://cityofpensacola.com/video)

## AGENDA

## HANDOUTS

### **CDBG DOCUMENTS AND PLANS**

The consolidated planning process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus funding from the Community Planning Development (CPD) formula block grant programs. As a member of the Escambia Pensacola Consortium the City conducts this planning process in conjunction with Escambia County.

The Consolidated Plan, which has a duration of 5 years, describes the consortium's community development priorities and multi-year goals based on an assessment of housing and community development needs, an analysis of housing and economic market conditions, and available resources.

- [City of Pensacola 2015-2019 Consolidated Plan and 2015-2016 Annual Action Plan \(PDF\)](#)
- [Escambia - Pensacola Consortium 2015-2019 Con Plan and 2015 Annual Action Plan Documents \(PDF\)](#)

The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.

- [City of Pensacola, 2017 Annual Action Plan \(PDF\)](#)
- [City of Pensacola, 2018 Annual Action Plan \(PDF\)](#)
- [City of Pensacola, 2019 Annual Action Plan \(PDF\)](#)

Grantees report on accomplishments and progress toward Consolidated Plan goals in the Consolidated Annual Performance and Evaluation Report (CAPER).

- [City of Pensacola 2015 Consolidated Annual Performance Evaluation Report \(CAPER\) \(PDF\)](#)
- [City of Pensacola 2016 Consolidated Annual Performance Evaluation Report \(CAPER\) \(PDF\)](#)
- [City of Pensacola 2017 Consolidated Annual Performance Evaluation Report \(CAPER\) \(PDF\)](#)

As part of the Consolidated Plan five-year planning process the consortium prepares an Analysis of Impediments to Fair Housing Choice to reflect the current fair housing situation in the community.

- [Escambia Consortium Analysis of Impediments to Fair Housing Choice \(PDF\)](#)

**Was this page helpful for you?**

## **PUBLIC HEARING**

**March 14 – 4:30 PM  
City of Pensacola  
Hagler Mason Conference Room 2<sup>nd</sup> Floor City Hall  
222 W. Main Street  
Pensacola, FL**

**Annual Action Plans  
(For Plan Period October 1, 2022 - September 30, 2023)**

### **AGENDA**

- I. Welcome and Introduction
- II. Overview of Annual Action Plan Process
- III. Discussion of handouts
- IV. Review of Public Participation Schedule and Plan(s) Process
- V. Public and Comments and Questions

# **CITY OF PENSACOLA COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM OVERVIEW**

Escambia County and The City of Pensacola are eligible to receive funding under Title I of the Housing & Community Development Act of 1974, as amended.

## **Compliance with Primary Objectives**

The Act establishes as its primary objective the development of viable urban communities, including decent housing and a suitable living environment, and expanding economic opportunity, principally for persons of low and moderate income. For grant recipients under the Entitlement Program, this overall objective is achieved through a program where the projected use of funds has been developed so as to give maximum feasible priority to activities which will carry out one of the broad national objectives of benefit to low and moderate income families or aid in the prevention or elimination of slums or blight; the projected use of funds may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs.

A majority of the funds must be spent on activities directly benefiting low and moderate income residents (70% or greater). Last year the City spent 100% on activities that benefit low and moderate income persons.

## **Benefit to Low/Moderate Income Persons**

For an activity to benefit low/moderate income residents, it must be a direct benefit or area benefit. An example of a direct benefit would be to rehabilitate a low income homeowner's dwelling unit whose household income is below 80% of the mean income for the City of Pensacola.

An example of an area benefit would be to pave a street in a low income neighborhood.

The first case directly benefits a low/moderate income person and the latter case benefits an area of low/moderate income residents.

The City uses Census statistics provided by the U.S. Department of Housing and Urban Development (HUD) in establishing eligibility income guidelines and uses block group data indicating the areas where greater than 51% of the population is low and moderate income. (However, mere location of an activity in a low or moderate income area, while generally a primary consideration, does not conclusively demonstrate that the activity benefits low/moderate income persons.) The City, by examining the net benefit to low/moderate income residents, ensures that activities designed to meet this standard do so.

## **Prevention or Elimination of Slums or Blight**

For an activity to qualify in the prevention or elimination of slums or blight, it must meet a definition of a slum, blighted, deteriorated, or deteriorating area under State or local law and where there is a substantial number of deteriorating or dilapidated buildings, including other needed physical improvements throughout the area. The activity must address one of the conditions which qualified the area as a slum or blighted area.

The State designated areas within the City: The Urban Core, East Side TIF District, and Westside Garden District Redevelopment Area.

## **Meet an Urgent Need**

For an activity designed to meet community development needs having a particular urgency, it must alleviate existing condition which pose a serious and immediate threat to the health or welfare of the community, which are of recent origin, that the City is unable to finance on its own and other sources are not available.

## **HOME INVESTMENT PARTNERSHIPS ACT (HOME)**

### **Program Overview**

#### **Summary:**

HOME provides formula grants to States and localities, that communities use often in partnership with local nonprofit groups, to fund a wide range of activities. These activities include those that build, buy, and/or rehabilitate affordable housing for rental or homeownership, or provide direct rental assistance to low-income people.

#### **Purpose:**

HOME is the largest Federal block grant to State and local governments designed exclusively to create affordable housing for low-income households. Recent years have seen funding to this program cut in half. The program was designed to reinforce several important values and principles of community development:

- \* HOME's flexibility empowers people and communities to design and implement strategies tailored to their own needs and priorities.
- \* HOME's emphasis on consolidated planning expands and strengthens partnerships among all levels of government and the private sector in the development of affordable housing.
- \* HOME's technical assistance activities and set-aside for qualified community-based nonprofit housing groups builds the capacity of these partners.
- \* HOME's requirement that participating jurisdictions (PJs) match 25 cents of every dollar in program funds mobilizes community resources in support of affordable housing.

#### **Type of Assistance:**

HOME funds are awarded annually as formula grants to participating jurisdictions. HUD establishes Home Investment Trust Funds for each grantee, providing a line of credit that the jurisdiction may draw upon as needed. The program's flexibility allows States and local governments to use HOME funds for grants, direct loans, loan guarantees or other forms of credit enhancement, or rental assistance or security deposits.

#### **Eligible Grantees:**

States are automatically eligible for HOME funds and receive either their formula allocation or \$3 million, whichever is greater. Local jurisdictions eligible for at least \$500,000 under the formula (\$335,000 in years when Congress appropriates less than \$1.5 billion for HOME) also can receive an allocation. Communities that do not qualify for an individual allocation under the formula can join with one or more neighboring localities in a legally binding consortium whose members' combined allocation would meet the threshold for direct funding. Other localities may participate in HOME by applying for program funds made available by their State. Congress sets aside a pool of funding, equivalent to the greater of \$750,000 or 0.2 percent of appropriated funds, which HUD distributes among insular areas.

#### **Eligible Beneficiaries:**

The eligibility of households for HOME assistance varies with the nature of the funded activity. For rental housing and rental assistance, at least ninety percent (90%) of benefiting families must have incomes that are no more than sixty percent (60%) of the HUD-adjusted median family income for the area. In rental projects with five or more assisted units, at least 20% of the units must be occupied by families with incomes that do not exceed 50% of the HUD-adjusted median. The incomes of households receiving HUD assistance must not exceed eighty percent (80%) of the area median. HOME income limits are published each year by HUD.



**Eligible Activities:**

Participating jurisdictions may choose among a broad range of eligible activities, using HOME funds to provide home purchase or rehabilitation financing assistance to eligible homeowners and new homebuyers; build or rehabilitate housing for rent or ownership; or for "other reasonable and necessary expenses related to the development of non-luxury housing," including site acquisition or improvement, demolition of dilapidated housing to make way for HOME-assisted development, and payment of relocation expenses. PJs may use HOME funds to provide tenant-based rental assistance contracts of up to 2 years if such activity is consistent with their Consolidated Plan and justified under local market conditions. This assistance may be renewed. Up to ten percent (10%) of the PJ's annual allocation may be used for program planning and administration.

HOME-assisted rental housing must comply with certain rent limitations. HOME rent limits are published each year by HUD. The program also establishes maximum per unit subsidy limits and maximum purchase-price limits.

Some special conditions apply to the use of HOME funds. PJs must match every dollar of HOME funds used (except for administrative costs) with 25 cents from nonfederal sources, which may include donated materials or labor, the value of donated property, proceeds from bond financing, and other resources. The match requirement may be reduced if the PJ is distressed or has suffered a Presidential declared disaster. In addition, PJs must reserve at least fifteen percent (15%) of their allocations to fund housing to be owned, developed, or sponsored by experienced, community-driven nonprofit groups designated as Community Housing Development Organizations (CHDOs). PJs must ensure that HOME-funded housing units remain affordable in the long term (20 years for new construction of rental housing; 5-15 years for construction of homeownership housing and housing rehabilitation, depending on the amount of HOME subsidy). PJs have two years to commit funds (including reserving funds for CHDOs) and five years to spend funds.

**Application:**

Program funds are allocated to units of general local government on the basis of a formula that considers the relative inadequacy of each jurisdiction's housing supply, its incidence of poverty, its fiscal distress, and other factors. Shortly after HOME funds become available each year, HUD informs eligible jurisdictions of the amounts earmarked for them. Participating jurisdictions must have a current and approved Consolidated Plan, which will include an action plan that describes how the jurisdiction will use its HOME funds. A newly eligible jurisdiction also must formally notify HUD of its intent to participate in the program.

**CITY OF PENSACOLA  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
ANNUAL FUNDING LEVELS  
DATE: 3/2021**

<b>HUD PROGRAM YEAR</b>	<b>TOTAL ALLOCATION</b>	<b>PARTICIPATING JURISDICTION</b>
1992	\$947,000	City of Pensacola
1993	\$1,027,000	City of Pensacola
1994	\$1,125,000	City of Pensacola
1995	\$1,127,000	City of Pensacola
1996	\$1,080,000	City of Pensacola
1997	\$1,085,000	City of Pensacola
1998	\$1,078,000	City of Pensacola
1999	\$1,084,000	City of Pensacola
2000	\$1,112,000	City of Pensacola
2001	\$1,179,000	City of Pensacola
2002	\$1,221,000	City of Pensacola
2003	\$1,122,000	City of Pensacola
2004	\$1,133,000	City of Pensacola
2005	\$1,077,534	City of Pensacola
2006	\$973,745	City of Pensacola
2007	\$984,064	City of Pensacola
2008	\$959,179	City of Pensacola
2009	\$961,221	City of Pensacola
2010	\$1,051,861	City of Pensacola
2011	\$883,109	City of Pensacola
2012	\$688,838	City of Pensacola
2013	\$728,047	City of Pensacola
2014	\$704,589	City of Pensacola
2015	\$688,838	City of Pensacola
2016	\$676,602	City of Pensacola
2017	\$667,881	City of Pensacola
2018	\$711,416	City of Pensacola
2019	\$750,799	City of Pensacola
2020	\$768,513	City of Pensacola
2021	\$772,277	City of Pensacola

**CITY OF PENSACOLA  
HOME INVESTMENT PARTNERSHIP ACT  
ANNUAL FUNDING LEVELS  
DATE: 3/2021**

<b>HUD PROGRAM YEAR</b>	<b>TOTAL ALLOCATION</b>	<b>PARTICIPATING JURISDICTION</b>
2009	\$367,918	City of Pensacola
2010	\$358,445	City of Pensacola
2011	\$316,852	City of Pensacola
2012	\$229,611	City of Pensacola
2013	\$216,113	City of Pensacola
2014	\$219,354	City of Pensacola
2015	\$133,697	City of Pensacola
2016	\$139,436	City of Pensacola
2017	\$126,627	City of Pensacola
2018	\$166,719	City of Pensacola
2019	\$152,140	City of Pensacola
2020	\$138,455	City of Pensacola
2021	\$145,493	City of Pensacola

# PUBLIC HEARING SIGN-IN SHEET – CITIZENS AND GUESTS

Project: Public Hearing on City of Pensacola HUD Annual Plan

Meeting Date: March 14, 2022

Name (please print)	Organization Representing
MEREDITH REEVES	City Housing
Heather Skett	Catholic Charities
Christine Kelly	Legal Services of North Florida
Christine Crespo	City Housing
Marilynn Williams	Bayard Rustin
Connie Bookman	Pathways for Change
Tony McCray	Gulf Coast Regional Tony McCray & Associates
Josh Newby	Council on Aging
James L. Gulley	Westside CRA
Jamie LaPointe	Lutheran Services FL
Jewel Cannole Wynn	Self -
Crystal Scott	Pensacola Habitat
Shirley Henderson	Shirley Henderson
Sam Young	PENSACOLA HABITAT

**Minutes of Public Hearing  
City of Pensacola  
Escambia Consortium FY2022-2023 Annual Plan  
Minutes of Public Hearing**

A public hearing was held March 14, 2022, at 4:30 p.m., at the City of Pensacola, Hagler Mason Room, 222 W Main Street, Pensacola, FL 32502

*Staff members present: Marcie Whitaker, Housing Director, PHD; Meredith Reeves, Assistant Housing Director, PHD; and Christine Crespo, Affordable Housing Program Manager, PHD.*

*Citizens present: Heather Skirt, Catholic Charities; Christine Kelly, Legal Services of North Florida; Marilyn Wiggins, Tanyard Association; Connie Bookman, Pathway for Change; Tony McCray, Gulf Coast Regional; Josh Newby, Council on Aging; James Gulley, Westside CRA; Jamie LaPointe, Lutheran Services FL; Jewel Cannada-Wynn, Citizen; Crystal Scott, Pensacola Habitat; Shirley Henderson, Area Housing; and Sam Young, Pensacola Habitat.*

**1. Welcome and Introduction:** Marcie Whitaker introduces herself and Meredith Reeves. Marcie Whitaker explained the purpose of the public hearing and described the CDBG program and the criteria to receive funding.

**2. OVERVIEW OF ANNUAL PLAN:** Marcie Whitaker and Meredith Reeves explained the Annual Action Plan contains detailed projections concerning programmatic activities for the next fiscal year. Marcie Whitaker stated that funding has been reduced throughout the years and that the City currently receives approximately \$750k-\$780k yearly. She also described the CDBG's National Objectives: Low-Mod income families, prevention of slum and blight, and to address special needs in qualified census tracts.

**3. DISCUSS PROPOSED PROJECTS AND FUNDING:** Marcie Whitaker and Meredith Reeves presented an overview of the proposed activities and funding levels as presented in the public notice printed on March 7, 2022, Pensacola News Journal.

**4. REVIEW OF PUBLIC PARTICIPATION SCHEDULE AND PLAN(S) PROCESS:** Marcie Whitaker reviewed the Public Participation and Annual Plan Schedule for the remainder of the plan process, noting that comments would be accepted until March 25, 2022.

**5. PUBLIC COMMENTS AND QUESTIONS:** Marcie Whitaker stated that Federal allocations have not been disbursed. Meredith Reeves stated that the City is in a consortium with Escambia County and that HOME funds are managed at the County level. The City receives about \$150k HOME dollars a year.

Sam Young asked for an overview of how funds were used last year. Marcie Whitaker responded that funds were used for the Residential Repair program to preserve affordable housing, Public Services (Council on Aging nutritional program, Homebuyer Foreclosure Classes, and Neighborhood Improvement to address infrastructure needs (street lighting, sidewalks, parks, etc.).

Jewel Cannada-Wynn asked what is the status of the waitlist and do you see increases in the homebuyer program within the city? Marcie Whitaker explained that the Rehab Program has about a 1 ½ year waitlist. Regarding the second question Marcie Whitaker stated that they have not seen more homebuyers because of the increase in market cost. Jewel Cannada-Wynn also

asked what is the average amount of rehab program? Marcie Whitaker responded that the Limited Repair Program allows up to \$20k and the Full Rehab allows up to \$60k. Meredith Reeves explained how the HOME rehab program works and the difference between the two.

James Gulley asked what are the restrictions on the home? Marcie Whitaker replied that families must be at 80% Average Median Income (AMI) or less. That the Limited Rehab is a grant forgiven in 5 years and the Full Rehab is a grant plus loan at 0% interest and a mortgage and note are placed on the home for 15 years. Most of our homes are elderly applicants and tend to stay in their home for longer periods. James Gulley comments about CRA program is mostly focused on the exterior and may need interior work. Marcie Whitaker recommends that people sign up for our rehab program to help assist with their needs, specifically those who are aging and staying in place.

Connie Bookman asked how do people know about the program. Marcie Whitaker responded that it is mostly by referral, 211 and that back in the day, they used to do door to door.

Sam Young asked who does the work for the rehab program. Marcie Whitaker explained that the City enters into an agreement with the homeowner, and the homeowner enters into an AGREEMENT with the contractor, then we pay the builder. We require three quotes, do the scope of work, monitor the progress, and walk them through the process.

Jewel Cannada-Wynn asked if this program ever paid for paving streets. Marcie Whitaker responded that she would have to look back and verify if pavements were done.

Jewel Cannada-Wynn asked if this funding could be used for sidewalks or parks? Marcie Whitaker responded yes, within an approved area.

James Gulley asked if CDBG allowed for streetlights? Marcie Whitaker responded yes.

Sam Young asked with a new interest in affordable housing, if there was a significant appetite to address new affordable housing? Marcie Whitaker responded that CDBG funds cannot be used for new housing but can be used for infrastructure improvement funds (example sewer).

James Gulley asked if the State housing fund was totally independent from these funds? Marcie Whitaker responded that we have a joint agreement with the County, and we administer them jointly.

James Gulley asked if we would be able to get another Tax Credit like Vista 17? Marcie Whitaker responded that it is very difficult to obtain; we don't have funding through this program. That last year had 92 applications and they awarded 7 for competing areas.

Meredith Reeves added to Mr. Gulley's question by stating that we are looking at ways to bring Tax Credit into the City. Also, that different RFA's with the State have different criteria: 9% average buy in is about 450k local government can select one and the 4% with bond financing is only about \$37,500.

James Gulley asked if the CRA could fund it? Marcie Whitaker responded that the City could identify funding sources.

Jewel Cannada-Wynn asked if a family of 4 with 65K yearly income would qualify for rehab? Meredith Reeves responded that the current AMI limit for 4 is \$55,300.

Jewel Cannada-Wynn asked if CDBG funds were only for the City? Marcie Whitaker responded correct funds are only for the City. The County can work within the City, but the City cannot work in the County.

Marcie Whitaker stated that CDBG-CV funds are currently used for assistance, Council on Aging for nutritional meals, and Legal Services of North Florida, Acquisition of Rehab for Homeless.

Jewel Cannada-Wynn asked if you would be able to create a new program or do you have to wait until you get a new map? Marcie Whitaker responded no, we will use the current map until HUD updates those maps and keep a broad definition of projects and not make it site specific.

Marilyn Wiggins asked what type of program do you have for demolition and rebuilding of a home? Marcie Whitaker responded that we have the HOME program, but first we would need to do assessment of the home and it must be within the City limits.

With no further comments Marcie Whitaker made final closing statement that the City would be accepting comments until March 25<sup>th</sup>, and that notices will be sent out again for the next public meeting. Any public comments should be sent to Marcie's email [mwhitaker@cityofpensacola.com](mailto:mwhitaker@cityofpensacola.com).

Meeting adjourned at 5:30p.m.

Housing Division  
Attn: Housing Division  
PO BOX 12910  
PENSACOLA, FL 32521

Published Daily-Pensacola, Escambia County, FL

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County of Escambia:

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

### PUBLIC NOTICE CITY OF PEN

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**05/29/22**

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### PUBLIC NOTICE CITY OF PENSACOLA HUD ANNUAL ACTION PLAN SUMMARY

The City of Pensacola has drafted the 2022/2023 Annual Action Plan for Housing and Community Development for the period October 1, 2022 - September 30, 2023. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the City's 2022/2023 Annual Action Plan for the utilization of Community Development Block Grant (CDBG) funding to address housing and community development needs. The major priorities include: rehabilitation of homeowner occupied substandard housing units for families with incomes between 0-80% of the area median income; homebuyer assistance; public service activities addressing needs of elderly and/or low income households; and targeted community development public improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels to the extent that such availability is not limited by federal or State Regulations and/or financial resources. The draft 2022/2023 Annual Action Plan is available for public review at the City of Pensacola Housing Office, 420 W. Chase Street, Pensacola, Florida between 8 a.m. and 4 p.m. Monday through Thursday or may be viewed online at <https://www.cityofpensacola.com/180/Community-Development-Block-Grant-CDBG-P>

This section of the Plan incorporates the city's application to the U.S. Department of Housing and Urban Development (HUD) for Program Year 2022 Community Development Block Grant (CDBG) funding which is detailed as follows.

### CITY OF PENSACOLA 2022-2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROPOSED BUDGET AND ACTIVITIES

#### HOUSING:

Housing Rehabilitation Loan/Grant Programs \$220,637\*  
Funds to rehabilitate owner-occupied houses; to provide for structural modifications and the removal of architectural barriers to accommodate the needs of persons with disabilities; to provide for the federally mandated evaluation and control of lead-based paint hazards for projects with a house constructed prior to 1978; and to provide for administrative costs of this program and other related housing rehabilitation/repair activities. Funding will provide for the rehabilitation/repair of approximately 8 owner occupied housing units. The program is available to low and moderate-income persons occupying their homestead residence within the corporate limits of the City of Pensacola.

\*All program income from housing rehabilitation loans will be used to repair homeowner occupied units for low- and moderate-income families located within the corporate limits of the City of Pensacola (estimated program income is \$83,000).

Temporary Relocation \$7500  
Funds will provide temporary relocation for families whose dwelling units are being rehabilitated via the City's Housing Rehabilitation Programs, which includes the HOME Reconstruction Program. This is a reimbursement



#### Homebuyer Assistance Program

\$150,000

Funds will provide for down payment/closing cost/principal mortgage reduction assistance through deferred payment loans, low interest loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home.

#### PUBLIC IMPROVEMENTS:

Neighborhood Improvement Projects  
\$160,000

Funds to support neighborhood improvement projects within CDBG eligible neighborhoods or in direct support of affordable housing development. Projects may include activities that address the removal of slum and blighted conditions associated with vacant or abandoned properties; street rehabilitation/reconstruction including the installation of accessible curb cuts and related improvements; sidewalk construction; sanitary sewer and/or stormwater drainage improvements; park improvements; community centers; and street lighting.

#### PUBLIC SERVICES:

Nutritional Meal Programs \$70,000

Funds will provide support for two nutritional meal programs, Meals on Wheels and Senior Dining Sites, which are made available to low- and moderate-income elderly and special needs residents residing within the corporate limits of the City of Pensacola. These funds provide direct services.

Homebuyer and Foreclosure Prevention Education Program \$44,724

Provide pre-purchase homeownership and foreclosure prevention education classes for lower income (80% or below of area median income) residents to prepare residents for homeownership and provide guidance to avoid foreclosure and retain ownership of their homes.

#### PROGRAM PLANNING AND ADMINISTRATION:

Grant Administration & Management  
\$152,965

Funds to administer the City's CDBG Program which includes personnel services and operating expenses.

TOTAL 2022 CDBG FUNDS PROJECTED  
\$ 764,826

Projected CDBG Grant Allocation

\$ 764,826

Prior Year Resources (2017)

\$ 122,061

TOTAL 2022 CDBG PROPOSED  
BUDGET \$ 886,887

A PUBLIC HEARING is being sponsored to afford citizens the opportunity to review, comment and/or provide input regarding the content of this Notice and/or the draft 2022 Annual Plan. The hearing will be held at 4:30 P.M. (EST) on June 21, 2022, at Pensacola City Hall, Hagler Maxon Conference Room on the 2nd floor, at 222 W. Main Street, Pensacola, Florida. The meeting is being recorded and can be viewed at the following link: [cityofpensacola.com/video](http://cityofpensacola.com/video). All interested citizens are urged to attend and participate.

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In accordance with the Americans with Disabilities Act, any person needing accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should contact 850-858-0350 at least 72 hours in advance of the event in order to allow time to provide the requested services.

Legal No. 5277208 May 29, 2022

**PUBLIC NOTICE  
CITY OF PENSACOLA  
HUD ANNUAL ACTION PLAN SUMMARY**

The City of Pensacola has drafted the 2022/2023 Annual Action Plan for Housing and Community Development for the period October 1, 2022 - September 30, 2023. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the City's 2022/2023 Annual Action Plan for the utilization of Community Development Block Grant (CDBG) funding to address housing and community development needs. The major priorities include: rehabilitation of homeowner occupied substandard housing units for families with incomes between 0-80% of the area median income; homebuyer assistance; public service activities addressing needs of elderly and/or low income households; and targeted community development public improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2022/2023 Annual Action Plan is available for public review at the City of Pensacola Housing Office, 420 W. Chase Street, Pensacola, Florida between 8 a.m. and 4 p.m. Monday through Thursday or may be viewed online at <https://www.cityofpensacola.com/180/Community-Development-Block-Grant-CDBG-P>

This section of the Plan incorporates the city's application to the U.S. Department of Housing and Urban Development (HUD) for Program Year 2022 Community Development Block Grant (CDBG) funding which is detailed as follows.

**CITY OF PENSACOLA  
2022-2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
PROPOSED BUDGET AND ACTIVITIES**

**HOUSING:**

**Housing Rehabilitation Loan/Grant Programs**

**\$239,637\***

Funds to rehabilitate owner-occupied houses; to provide for structural modifications and the removal of architectural barriers to accommodate the needs of persons with disabilities; to provide for the federally mandated evaluation and control of lead-based paint hazards for projects with a house constructed prior to 1978; and to provide for administrative costs of this program and other related housing rehabilitation/repair activities. Funding will provide for the rehabilitation/repair of approximately 8 owner occupied housing units. The program is available to low- and moderate-income persons occupying their homestead residence within the corporate limits of the City of Pensacola.

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**Temporary Relocation**

**\$7500**

Funds will provide temporary relocation for families whose dwelling units are being rehabilitated via the City's Housing Rehabilitation Programs, which includes the HOME Reconstruction Program. This is a requirement under the Uniform Relocation Act.

**Homebuyer Assistance Program**

**\$150,000**

Funds will provide for down payment/closing cost/principal mortgage reduction assistance through deferred payment loans, low interest loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home.

**PUBLIC IMPROVEMENTS:**

**Neighborhood Improvement Projects**

**\$100,000**

Funds to support neighborhood improvement projects within CDBG eligible neighborhoods or in direct support of affordable housing development. Projects may include activities that address the removal of slum and blighted conditions associated with vacant or abandoned properties; street rehabilitation/reconstruction including the installation of accessible curb cuts and related improvements; sidewalk construction; sanitary sewer and/or stormwater drainage improvements; park improvements; community centers; and street lighting.

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**Homebuyer and Foreclosure Prevention Education Program****\$44,724**

Provide pre-purchase homeownership and foreclosure prevention education classes for lower income (80% or below of area median income) residents to prepare residents for homeownership and provide guidance to avoid foreclosure and retain ownership of their homes.

**PROGRAM PLANNING AND ADMINISTRATION:****Grant Administration & Management****\$152,965**

Funds to administer the City's CDBG Program which includes personnel services and operating expenses.

**TOTAL 2022 CDBG FUNDS PROJECTED****\$ 764,826**

Projected CDBG Grant Allocation  
Prior Year Resources (2017)

**\$ 764,826**  
**\$ 122,061**

**TOTAL 2022 CDBG PROPOSED BUDGET****\$ 886,887**

**A PUBLIC HEARING** is being sponsored to afford citizens the opportunity to review, comment and/or provide input regarding the content of this Notice and/or the draft 2022 Annual Plan. **The hearing will be held at 4:30 P.M. (CST) on June 21, 2022, at Pensacola City Hall, Hagler Mason Conference Room on the 2<sup>nd</sup> Floor, at 222 W. Main Street, Pensacola, Florida.** The meeting is being recorded and can be viewed at the following link: [cityofpensacola.com/video](http://cityofpensacola.com/video). All interested citizens are urged to attend and participate.

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# Community Development Block Grant (CDBG) Program

As an Entitlement Grantee, the city is eligible to receive an annual allocation of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development under the CDBG Entitlement Program. The CDBG program is authorized under Title I of the Housing and Community Development Act of 1974, as amended.

## HOUSING & COMMUNITY DEVELOPMENT ACT OBJECTIVES

The act establishes as its primary objective the development of viable urban communities, including decent housing and a suitable living environment, and expanding economic opportunity, principally for persons of low and moderate income. This objective is achieved by funding activities that meet one of the three national objectives:

- Benefit to low- and moderate-income families
- Aid in the prevention or elimination of slums or blighted conditions
- Meet an urgent need

## PUBLIC NOTICE

A second public hearing is being sponsored by the City of Pensacola to afford citizens the opportunity to provide input and recommendations regarding the draft CDBG Annual Action Plan detailing the proposed budget and activities to be undertaken by the city under the CDBG Program for the period October 1, 2022 – September 30, 2023. The public hearing concerning the draft Annual Plan will be held at 4:30 P.M. on

Tuesday, June 21, 2022, Pensacola City Hall, Hagler Mason Conference Room on the 2nd Floor, at 222 W. Main Street, Pensacola, Florida. The meeting is being recorded and can be viewed at the following link: [cityofpensacola.com/video](https://cityofpensacola.com/video)

## DRAFT 2022 CDBG Annual Action Plan

## **CDBG DOCUMENTS AND PLANS**

The consolidated planning process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus funding from the Community Planning Development (CPD) formula block grant programs. As a member of the Escambia Pensacola Consortium, the City conducts this planning process in conjunction with Escambia County.

The Consolidated Plan, which has a duration of 5 years, describes the consortium's community development priorities and multi-year goals based on an assessment of housing and community development needs, an analysis of housing and economic market conditions, and available resources.

- [City of Pensacola CDBG Five Year \(2020-2024\) Consolidated Plan and FY 2020-2021 Annual Action Plan](#)

The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the s, activities, and the specific federal and non-federal resources that will be used each year to address rity needs and specific goals identified by the Consolidated Plan.

- [City of Pensacola FY 2021-2022 CDBG Annual Action Plan](#)

Grantees report on accomplishments and progress toward Consolidated Plan goals in the Consolidated Annual Performance and Evaluation Report (CAPER).

- [City of Pensacola 2020 Consolidated Annual Performance Evaluation Report \(CAPER\) \(PDF\)](#)

As part of the Consolidated Plan five-year planning process the consortium prepares an Analysis of Impediments to Fair Housing Choice to reflect the current fair housing situation in the community.

- [Escambia Consortium Analysis of Impediments to Fair Housing Choice \(PDF\)](#)

## **CONTACT US**





## **Marcie Whitaker**

Housing Director

[Email Marcie Whitaker](#)

## **Housing**

### **Physical Address**

420 W. Chase St.

Pensacola, FL 32502

### **Mailing Address**

P.O. Box 12910

Pensacola, FL 32521-0031

Phone: 850-858-0350

Fax: 850-595-0113

TDD: 850-595-0102

See What's New On **[The Housing Blog!](#)**

## **Hours**

Monday - Thursday

7 AM - 2 PM

[Directory](#)

## FAQS

- [What is the Community Development Block Grant \(CDBG\) Program?](#)
- [How does the city receive CDBG funds?](#)
- [What type of projects are eligible to receive CDBG funding?](#)

[View All](#)

## QUICK LINKS

- [HAPCheck \(Housing Assistant Payment Information\)](#)
- [Important Housing Inspection Information \(PDF\)](#)

[View All](#)

## Meredith Reeves

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**From:** City of Pensacola Public Information <listserv@civicplus.com>  
**Sent:** Monday, June 13, 2022 3:30 PM  
**To:** Meredith Reeves  
**Subject:** [EXTERNAL] City of Pensacola to Host Public Hearing on HUD Annual Plan June 21

**THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT**



WWW.CITYOFPENSACOLA.COM

PUBLIC INFORMATION OFFICE

Press Release

### **PUBLIC INFORMATION:**

June 13, 2022

### **MEDIA CONTACT:**

Kaycee Lagarde  
850-435-1623  
[klagarde@cityofpensacola.com](mailto:klagarde@cityofpensacola.com)

## **City of Pensacola to Host Public Hearing on HUD Annual Plan June 21**

The City of Pensacola will host a public hearing on Tuesday, June 21 at 4:30 p.m. concerning the proposed HUD Annual Action Plan for Housing and Community Development for the period Oct. 1, 2022 – Sept. 30, 2023. The hearing will take place in the Hagler-Mason Conference Room, located on the second floor of City Hall, 222 W. Main St. The public hearing will be recorded and live streamed at [cityofpensacola.com/video](https://cityofpensacola.com/video).

The meeting will provide an opportunity for the public to comment on the proposed 2022-2023 Community Development Block Grant budget and activities prior to submission of the Annual Action Plan to City Council and to the U.S. Department of Housing and Urban Development for final approval.


The Annual Action Plan is a planning document which describes the amount of CDBG funds expected to be available and the proposed use of those funds. The City anticipates receiving \$764,826 in CDBG funds for fiscal year 2022-2023. A copy of the draft Annual Plan is available for review at [cityofpensacola.com/CDBG](https://cityofpensacola.com/CDBG) and at the City of Pensacola Housing Department, located at 420 W. Chase St. between 8 a.m. and 4 p.m. Monday through Thursday.


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For more information or general questions, email [pio@cityofpensacola.com](mailto:pio@cityofpensacola.com). To stay informed about what's happening with City of Pensacola government, sign up for email or text notifications through [Notify Me](#) or follow @CityofPensacola on social media.

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## Meredith Reeves

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**From:** Meredith Reeves  
**Sent:** Monday, June 20, 2022 6:03 PM  
**To:** Meredith Reeves  
**Cc:** Marcie Whitaker; Christine Crespo  
**Subject:** FW: City of Pensacola to Host Public Hearing on HUD Annual Plan June 21

Good afternoon, Housing & Community Development Partners,  
Reminder regarding tomorrow's meeting at 4:30 where we will discuss our proposed HUD Annual Action Plan for the City Community Development Block Grant program for next Fiscal Year before presenting to City Council and HUD.

Thank you,  
Meredith

## Meredith Reeves

*Assistant Housing Director, Housing Department*

Visit us at <https://www.cityofpensacola.com>

420 W. Chase St.

Pensacola, FL 32502

Office: 850.858.0311

Fax: 850.595.0113

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

**PENSACOLA**

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**Sent:** Monday, June 13, 2022 3:30 PM

**To:** Meredith Reeves <MReeves@cityofpensacola.com>

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[WWW.CITYOFPENSACOLA.COM](http://WWW.CITYOFPENSACOLA.COM)

PUBLIC INFORMATION OFFICE

Press Release

**PUBLIC INFORMATION:**

June 13, 2022

**MEDIA CONTACT:**

Kaycee Lagarde

850-435-1623

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

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## **PUBLIC HEARING**

**June 21, 2022 – 4:30 PM  
City of Pensacola  
Hagler Mason Conference Room 2<sup>nd</sup> Floor City Hall  
222 W. Main Street  
Pensacola, FL**

**Annual Action Plans  
(For Plan Period October 1, 2022 - September 30, 2023)**

### **AGENDA**

- I. Welcome and Introduction
- II. Overview of Annual Action Plan
- III. Discussion of Proposed Projects and Funding
- IV. Review of Public Participation Schedule and Plan(s) Process
- V. Public and Comments and Questions

# PUBLIC HEARING - SIGN-IN SHEET

**Project:** City of Pensacola HUD Annual Plan Public Hearing

**Meeting Date:** June 21, 2022

[illegible]

**Minutes of Public Hearing  
City of Pensacola  
Escambia Consortium FY2022-2023 Annual Plan  
Minutes of Public Hearing**

A public hearing was held June 21, 2022, at 4:30 p.m., at the City of Pensacola, Hagler Mason Room, 222 W Main Street, Pensacola, FL 32502

*Staff members present: Marcie Whitaker, Housing Director, PHD; Meredith Reeves, Assistant Housing Director, PHD; and Christine Crespo, Affordable Housing Program Manager, PHD.*

*Citizens present: Robert Strickland, Circle Inc.; Carolyn Grawi, CILNWF; Sam Young, Habitat and Carrie Cromey, LSNF.*

**1. Welcome and Introduction:** Marcie Whitaker introduces herself and Meredith Reeves. Marcie Whitaker explained the purpose of the public hearing and described the CDBG program and the criteria to receive funding.

**2. OVERVIEW OF ANNUAL PLAN:** Marcie Whitaker and Meredith Reeves explained the Annual Action Plan contains detailed projections concerning programmatic activities for the next fiscal year. Marcie Whitaker stated that funding for this fiscal year was \$746,826. She also described the CDBG's National Objectives:

- Low-Mod income families
- Prevention of slum and blight
- Addressing special needs in qualified census tracts

The proposed Annual Plan is going to City Council on July 21<sup>st</sup>, 2022, for approval and submitted to HUD by the August 15th deadline.

**3. DISCUSS PROPOSED PROJECTS AND FUNDING:** Whitaker and Meredith Reeves presented an overview of the proposed activities and funding levels as presented in the public notice printed on May 29, 2022, Pensacola News Journal.

Housing Rehab project allocated \$239,637 to include relocation and lead based testing.

This year, the homebuyer assistance program is new, earmarking funds for \$150k, serving low and moderate households.

Neighborhood Improvement Projects is \$100k for capital improvement projects: stormwater, parks, drainage, etc.

Public Service Activities for Council on Aging, Homebuyer, and Foreclosure Prevention programs cover admin costs.

**4. REVIEW OF PUBLIC PARTICIPATION SCHEDULE AND PLAN(S) PROCESS:** Marcie Whitaker reviewed the Public Participation and Annual Plan Schedule for the remainder of the plan process, noting that comments would be accepted until June 30th, 2022.

## **5. PUBLIC COMMENTS AND QUESTIONS:**

Sam Young asked how the housing rehab and loan program will be administered?

Marcie Whitaker responded through City staff. Staff does the scope of work, and the homeowner bids it out to contractors.

Sam Young commented that FPL provided Habitat a matching grant to rehabilitate their homes and would love to have a conversation with Housing regarding the program and how it may be stacked. Marcie Whitaker responded that it could be looked into as we are in the process of creating a new program to allow stack funding.

Sam Young asked who does the Homebuyer Education Program? Marcie Whitaker responded that it is just a homebuyer basic program that Housing currently offers; it is not the actual HUD certified counseling program.

Carolyn Grawi commented that the dollar amount Pensacola received was a small amount considering the number of people who live in our area as we are one of the poorest counties in the State, and we need more dollars.

Carolyn Grawi asked if there was a way to help constituents who apply to multiple programs not have to resubmit the same documentation every time? Marcie Whitaker responded that it all has to do with timing, and if they are going to do layering of funds that it could be used in those circumstances; but if they think they will only use one of the programs and later need additional funding, it may require additional information.

Carolyn Grawi stated that she would like to see a program to have a supported process for those who need accessibility to be able to move up on lists. We would like to make ourselves available to help those who need assistance. Meredith Reeves commented that the City has 50 vouchers specifically for the elderly and disabled. All 50 vouchers are currently filled, and when openings come up, they are continuously pulled.

Carrie Cromey from Legal Services of North Florida introduced herself and stated that they have a new staff attorney coming on board who is an expert in title clearing. Given the disasters we have encountered, we have had a great result with title clearing. She also stated that she looks forward to continuing working with the City Housing Department.

Robert Strickland from Circle Inc. introduced himself and asked about the funding that HUD was recently allocated and if it has trickled down to the local level? Meredith Reeves responded that we do not know if those will be going to us, but more than likely, they will be going to State, and they will determine how it will be distributed and spent out.

Robert Strickland also asked how we can increase funding? Marcie Whitaker responded that the City used to receive closer to one million dollars, but when they started to cut funding at the federal level, the numbers continued to go down.

Meredith Reeves also commented that we have applied to other funding sources and are constantly looking for additional funding. However, we did receive 35 homeless vouchers in the last year, and we are always looking for different opportunities.

Marcie Whitaker commented that the mayor went to the council to request ARPA funding to be allocated to Housing and Homeless, and they approved five million dollars.

Meredith Reeves stated that the funding you are seeing today is only for HUD CDBG and that we receive other funding.

Meredith Reeves stated that written comments will still be accepted until June 30, 2022.

Marcie Whitaker closed out the meeting at 5:04pm.



**CITY OF PENSACOLA**  
**FY 2022-2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**  
**PROPOSED BUDGET AND ACTIVITY SUMMARY**

**HOUSING:**

**Housing Rehabilitation Loan/Grant Programs**

**\$239,637\***

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**\$7,500**

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**\$150,000**

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**PUBLIC IMPROVEMENTS:**

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**\$100,000**

Funds to support neighborhood improvement projects within CDBG eligible neighborhoods or in direct support of affordable housing development. Projects may include activities that address the removal of slum and blighted conditions associated with vacant or abandoned properties; street rehabilitation/reconstruction including the installation of accessible curb cuts and related improvements; sidewalk construction; sanitary sewer and/or stormwater drainage improvements; park improvements; community centers; and street lighting.

**PUBLIC SERVICES:**

**Nutritional Meal Programs**

**\$70,000**

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**\$44,724**

Provide pre-purchase homeownership and foreclosure prevention education classes for lower income (80% or below of area median income) residents to prepare residents for homeownership and provide guidance to avoid foreclosure and retain ownership of their homes.

**PROGRAM PLANNING AND ADMINISTRATION:**

**Grant Administration & Management**

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Projected 2022 CDBG Grant Allocation  
Prior Year Resources (2017)

**\$ 764,826**  
**\$ 122,061**

**TOTAL 2022 CDBG FUNDS AVAILABLE**

**\$ 886,887**



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 22-00706

City Council

7/21/2022

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

APPROVAL OF LIGHTING AGREEMENT BETWEEN CITY OF PENSACOLA AND FLORIDA POWER & LIGHT (FPL) FOR LED LIGHTING UPGRADE PROJECT

**RECOMMENDATION:**

That the City Council approve a request for FPL to convert existing streetlights within the City to LED streetlights.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The LED Lighting Upgrade project will provide cost savings to the City of Pensacola and reduce GHG emissions. The emission reduction from this project alone is 1,091 Metric Tons of CO2 equivalent (MTCO2e) per year. This is a 6% reduction in GHG emissions for the City of Pensacola. This project will take place in each district and seeks to convert nearly all of the existing streetlights owned and maintained by Florida Power and Light.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$ N/A

Actual: \$ N/A

**FINANCIAL IMPACT:**

There will be a yearly reduction of \$77,738.40 in expenditures for street lighting maintained by Florida Power and Light

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

7/8/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
James Cook, Deputy Director of Operations, Public Works  
Amy Tootle, Director, Public Works

**ATTACHMENTS:**

- 1) Lighting Agreement
- 2) LED Street Lights Upgrade Breakdown Spreadsheet
- 3) Map - City of Pensacola Lighting Overview

**PRESENTATION:** No

FPL Account Number: 2108344561

FPL Work Request Number: \_\_\_\_\_

**LIGHTING AGREEMENT**

In accordance with the following terms and conditions, City Of Pensacola (hereinafter called the Customer), requests on this day of 31 May, 2022, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) existing street lights, located in Pensacola, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description <sup>(1)</sup>	Watts	Lumens	Color Temperature	# Installed	# Removed
Roadway 5,000L	40	5,000	3000	5788	
Roadway 7,500L	60	7,500	3000	251	
Roadway 12,000L	90	12,000	3000	4	
Roadway 17,000	130	17,000	3000	138	
ATB2 186W	190	25,839	4000	20	
ATB2 264W	260	33,910	4000	43	
Flood 26,000L	195	26,000	4000	3	
Traditional Carriage	40	3,500	3000	4	
Victorian 60 Watt	60	4338	3000	24	

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at [www.fpl.com/led](http://www.fpl.com/led)

(Continued on Sheet No. 9.141)

FPL Account Number: 2108344561

FPL Work Request Number: \_\_\_\_\_

**LIGHTING AGREEMENT**

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(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description <sup>(1)</sup>	Watts	Lumens	Color Temperature	# Installed	# Removed
100W SV Cobra	100	8800	2200		5730
100W SV Cobra CO	100	8800	2200		26
100W Open Bottom	100	8800	2200		1
MV70C	70	6100	2200		2
5400 SV CH	190	25,839	4000		3
100W SV Colonial	100	8800	2200		4
100W SV English Coach	100	8800	2200		24
200W SV Cobra	200	20000	2200		52
250W SV Cobra	250	25000	2200		125

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at [www.fpl.com/led](http://www.fpl.com/led)

(Continued on Sheet No. 9.141)

FPL Account Number: 2108344561

FPL Work Request Number: \_\_\_\_\_

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(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description <sup>(1)</sup>	Watts	Lumens	Color Temperature	# Installed	# Removed
250W SV Cobra CO	250	25000	2200		13
400W SV Cobra	400	46000	2200		20
400W MH SM Flood	400	32000	2200		1
350W MH SM Flood	350	33000	2200		2
LED 10200	135	10200	4000		17
Roadway 3 - LED	149	15311	4000		4
274W LED ATB2	274	30979	4000		43
108W LED ATB0	108	9336	4000		3
Roadway 2 - LED	95	9514	4000		171

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at [www.fpl.com/led](http://www.fpl.com/led)

(Continued on Sheet No. 9.141)

FPL Account Number: 2108344561

FPL Work Request Number: \_\_\_\_\_

**LIGHTING AGREEMENT**

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- (a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description <sup>(1)</sup>	Watts	Lumens	Color Temperature	# Installed	# Removed
E157 SAW LED 9600	157	9600	4000		8
Roadway ATBS 76 3K - LED	400	46000	2200		25
Roadway ATBS 76 4K - LED	400	32000	2200		1

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at [www.fpl.com/led](http://www.fpl.com/led)

(Continued on Sheet No. 9.141)

(Continued from Sheet No. 9.140)

Pole Description	# Installed	# Removed

(b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.

(c) Modification to existing facilities other than described above or additional notes (explain fully): 6' ARMS

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(Continue on Sheet No. 9.142)



(Continue from Sheet No. 9.141)

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

**FPL AGREES:**

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

**THE CUSTOMER AGREES:**

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$ 0.0. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$ 0.0 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
  - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
  - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
  - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

**IT IS MUTUALLY AGREED THAT:**

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
  - a. the addition of lighting facilities;
  - b. the removal of lighting facilities; and
  - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

(Continue on Sheet No. 9.143)

(Continue on Sheet No. 9.142)

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.  
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.
14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This Agreement **supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

(Continue on Sheet No. 9.144)

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.  
Changes and Terms Accepted:

\_\_\_\_\_  
Customer (Print or type name of Organization)

By: \_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
(Print or type name)

Title: \_\_\_\_\_

FLORIDA POWER & LIGHT COMPANY

By: Robert C. Horswood  
(Signature)

Robert C. Horswood  
(Print or type name)

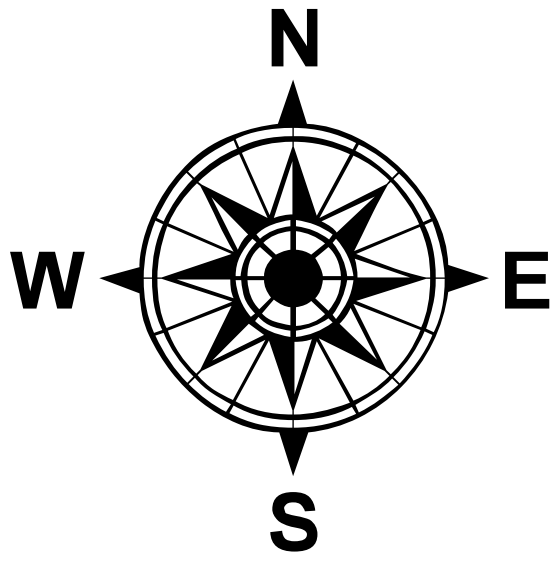
Title: Director, Commercial Lighting

<b>LED Lighting Plan</b>	<b>Fixture's</b>	<b>Existing Monthly Costs</b>	<b>Proposed Monthly Costs</b>
Page 1	5790	\$ 59,243.26	\$ 53,686.65
Page 2	391	\$ 4,935.32	\$ 4,132.13
Page 3	94	\$ 1,358.71	\$ 1,240.31
<b>Monthly Total</b>	6275	\$ 65,537.29	\$ 59,059.09
<b>Yearly Total</b>		<b>\$ 786,447.48</b>	<b>\$ 708,709.08</b>

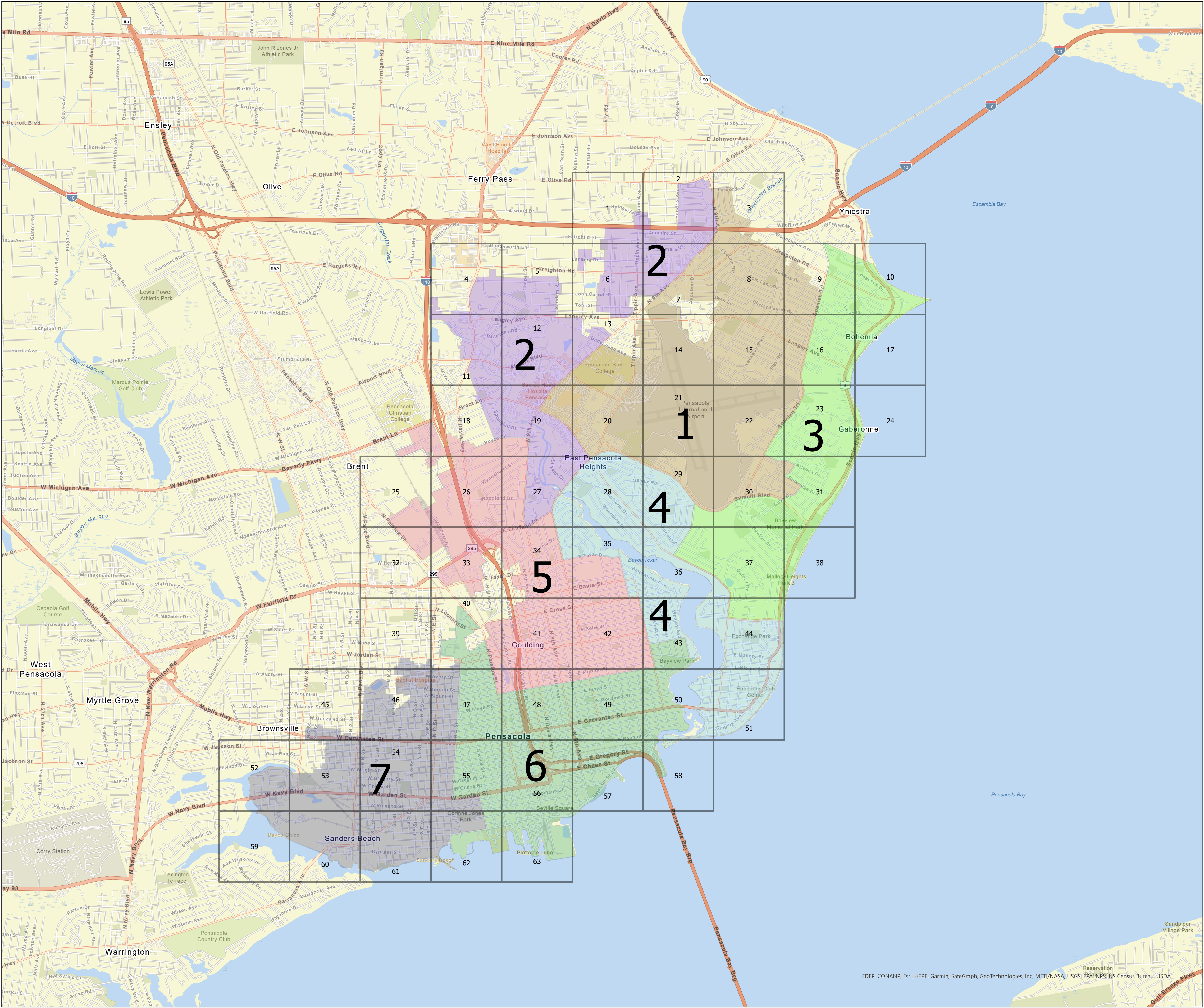
Monthly Cost Savings		MTCO2 Yearly Reduction
\$	5,556.61	1031
\$	803.19	58
\$	118.40	2
\$ 6,478.20		
<b>\$ 77,738.40</b>		<b>1091</b>



# City of Pensacola Lighting Overview



- City of Pensacola Districts
- District 1 - Jennifer Brahier
  - District 2 - Sherri Myers
  - District 3 - Casey Jones
  - District 4 - Jared Moore
  - District 5 - Teniade Broughton
  - District 6 - Ann Hill
  - District 7 - Delarian Wiggins



FDEP, CONANP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, US Census Bureau, USDA



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# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00708

City Council

7/21/2022

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Ann Hill

**SUBJECT:**

APPOINTMENT - PARKS AND RECREATION BOARD

### **RECOMMENDATION:**

That City Council appoint one individual to the Parks and Recreation Board to fill an unexpired term ending March 31, 2025.

**HEARING REQUIRED:** No Hearing Required

### **SUMMARY:**

The Parks and Recreation Board advises and makes recommendations to the City Council and advises the Mayor's office via the Director of Neighborhood Services on matters concerning the establishment, maintenance and operation of parks within the city. The board also provides input on master plan updates and improvements, and policy development for the use of recreational facilities.

The following has been nominated:

### **Nominee:**

### **Nominated by:**

John Jerralds

Broughton

### **PRIOR ACTION:**

City Council makes appointments to this board annually.

### **FUNDING:**

Budget: N/A

Actual: N/A

### **FINANCIAL IMPACT:**

None.

**STAFF CONTACT:**

Ericka L. Burnett, City Clerk

**ATTACHMENTS:**

- 1) Member List
- 2) Nomination Form - John Jerralds
- 3) Application of Interest - John Jerralds
- 4) Resume - John Jerralds
- 5) Ballot

**PRESENTATION:** No



**Parks and Recreation Board**

<b>Name</b>	<b>Profession</b>	<b>Appointed By</b>	<b>No. of Terms</b>	<b>Year</b>	<b>Exp Date</b>	<b>First Appointed</b>	<b>Term Length</b>	<b>Comments</b>
Borden, Renee		Council	0	2022	3/31/2023	4/8/2021	3	
Bruni, Antonio		Council	1	2022	3/31/2025	4/11/2019	3	
Del Gallo, David	Building Contractor	Council	1	2022	3/31/2025	4/11/2019	3	
Escobar-Ryan, Alejandra		Council	0	2022	3/31/2024	4/11/2019	3	
Harrison, Leah		Council	0	2022	3/31/2023	4/11/2019	3	
Hicks, Rand		Council	2	2022	3/31/2024	3/12/2015	3	
Tufto, Morgan M.		Council	0	2022	3/31/2025	6/16/2022	3	
VACANT, VACANT		Council	2	2022	3/31/2025	1/15/2015	3	
Wolf, Michael C.	Landscape Architect	Council	0	2022	3/31/2024	4/23/2020	3	

**Term Length: THREE YEAR TERMS**

- Ord 18-12 Increased the number of members to nine (9) to ensure equal representation
- Ord. 06-10 - Amended name of board, number of members, terms and appointing body .

**COMPOSED OF NINE (9) MEMBERS APPOINTED BY CITY COUNCIL. NO RESIDENCY OR QUALIFICATION REQUIREMENTS.**

The Parks and Recreation Board shall advise and make recommendations to the city Council and shall advise the mayor's office via the Director of Neighborhood Services on matters concerning the establishment, maintenance and operation of parks with in the city. The board shall provide input on master plan updates and improvements, and policy development for the use of recreational facilities

**CITY OF PENSACOLA, FLORIDA**

**NOMINATION FORM**

I, Jeniade Broughton, do nominate John Terraldis  
(Nominee)

101 Escalona Ave  
(Home Address) (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:

**MEMBER  
PARKS & RECREATION BOARD  
(Unexpired term ending 3/31/2025)**

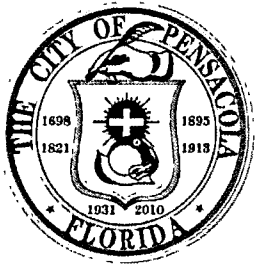
Provide a brief description of nominee's qualifications:

Mr Terraldis, as a past council member and volunteer  
at Woodland Heights Community Center with tutoring and  
participation is the best <sup>nominee</sup> ~~recommend~~. He has the experience  
and passion for this appointment's success

Jeniade Broughton  
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  
Ericka L. Burnett, City Clerk



## Application for City Council Appointments to Boards, Authorities, and Commissions

Office of the City Clerk, P.O. Box 12910, Pensacola, FL 32521, 850-435-1606

*This application will be utilized in considering you for appointment by City Council to a 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.*

- Complete each blank on the application
- 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 [www.cityofpensacola.com](http://www.cityofpensacola.com) for Council Member contact information.** If you have any questions, contact the City Clerk's Office at the number listed above.
- Please type or print legibly.

Name: John Jernalds Email Address: JV Jernalds @ yahoo

Home Address: 101 Escalona Ave Work Address: 101 Escalona Ave,

Preferred Contact Phone Number(s): (850) 433-1249

To which address do you prefer correspondence regarding this application be sent: ☒ Residence ☐ Business

Are you a resident of the City? ☒ Yes ☐ No If yes, which district: **1 2 3 4 (5) 6 7** How long? 42 years  
Circle one

Do you own property within the City limits? yes Are you a registered voter in the City of Pensacola? ☒ Yes ☐ No

Board (s) of interest: \_\_\_\_\_

Please list the reasons for your interest in this position (if necessary, continue on reverse side or on an attached sheet).

Are you currently on a City board, authority, or commission? ☐ If yes, which board? \_\_\_\_\_

Do you now hold public office: No If so, what is the office? none at present

The Florida Constitution, in section 5 (a) of Article II, prohibits simultaneous "dual office holding". If you were already serving on a board, authority, or commission for the City of Pensacola or for another governmental agency, would you be willing to resign in order to accept the appointment you now seek? ☐ Yes ☐ No Does not Apply

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. Describe yourself within the categories below.

**RACE:**

☒ African-American ☐ Caucasian  
☐ Asian-American ☐ Other  
☐ Hispanic-American

**GENDER:**

☒ Male  
☐ Female

**PHYSICALLY DISABLED:**

☐ Yes  
☒ No

I hereby certify that the statements and answers provided are true and accurate. I understand that any false statements may be cause for removal from a board or committee if appointed.

Signature: John Jernalds Date: June 27, 2022

THANK YOU FOR YOUR WILLINGNESS TO SERVE

John Jerralds  
101 Escalona Avenue  
Pensacola, FL 32503  
[JVJerralds@yahoo.com](mailto:JVJerralds@yahoo.com)  
850-433-1749

## **Education**

St. Joseph's University  
Brooklyn, New York  
Graduate - February 1981  
B.S. Health Administration

Booker T. Washington High School  
Pensacola, Florida  
Graduate - Class of 1964

Boys' High School  
Brooklyn, New York  
Highest Scholastic Average  
January 1968

Bronx Community College

## **Clinical**

Bronx N.Y. and Harlem Hospital

Pensacola Junior/State College

## **Professional**

Pensacola State College

George Stone: Curriculum Coordinator

Middle School Teacher of the Year  
Warrington Middle School  
Pensacola, Florida

Outstanding Member University of West Florida

City Council Member – District 5 – 2000 -2012

Pensacola City Council 2019-2022

City of Pensacola 2021 Districting Commission

Ballot – **Parks and Recreation Board**  
July 21, 2022  
*Unexpired term ending March 31, 2025*

**Member**

\_\_\_\_\_ John Jerralds

\_\_\_\_\_

**Vote for One**

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00691

City Council

7/21/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PUBLIC HEARING: REQUEST TO VACATE A SEGMENT OF THE EAST YONGE STREET RIGHT-OF-WAY (400 BLOCK) BETWEEN THE WEST LINE OF DAVIS HIGHWAY AND THE EAST LINE OF DR. MARTIN LUTHER KING, JR. DRIVE

**RECOMMENDATION:**

That City Council conduct a Public Hearing on July 21, 2022, to consider the request to vacate a segment of the East Yonge Street right-of-way (400 Block) between the west line of Davis Highway and the east line of Dr. Martin Luther King, Jr. Drive.

**HEARING REQUIRED:** Public

**SUMMARY:**

The Parks and Recreation Department requests that City Council approve a vacation of a segment of the East Yonge Street right-of-way (400 Block) between the west line of Davis Highway and the east line of Dr. Martin Luther King, Jr. Drive. The primary purpose of the vacation is to accommodate future development at Magee Field Park.

Upon approval of the right-of-way vacation, City staff will combine the vacated right-of-way, the current parcel at Magee Field Park, and all city owned parcels located directly south of the park (Dr. MLK, Jr. Drive to the west, Bobe Street to the south, and Davis Highway to the east) into one parcel for future park programming and expansion needs.

The City will retain a utility easement along the vacated right-of-way segment for the existing ECUA and Pensacola Fire infrastructure in place.

The Planning Board approved the request during the June 14, 2022 meeting on a vote of 6:0.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

6/29/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Adrian Still, Parks and Recreation Department Director

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 30-22
- 2) Vacation of Right of Way Application
- 3) June 14, 2022 Planning Board Minutes - DRAFT
- 4) Yonge Street - Magee Field ROW Vacation Map

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 30-22

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

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND VACATING ALL OF YONGE STREET BETWEEN THE WEST LINE OF DAVIS HIGHWAY AND THE EAST LINE OF DR. MARTIN LUTHER KING JR. DRIVE 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 21, 2022, as to the vacation of Yonge Street between the west line Davis Highway (formerly Davis Street) and the east line of Dr. Martin Luther King Jr. Drive (formerly Alcaniz Street), Pensacola, Escambia County, Florida; and

WHEREAS, the City of Pensacola owns all of the adjoining property to the area to be vacated, which will be combined with the parcels north and south of the area to be vacated for the purpose of expanding Magee Field Park for public use; 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:

All of Yonge Street between the west line of Davis Highway (formerly Davis Street) and the east line of Dr. Martin Luther King Jr. Drive (formerly Alcaniz Street)

SECTION 2. That the City of Pensacola is authorized to acquire possession of the right-of-way more particularly described in Section 1 of this ordinance for the public purpose set forth herein, to expand Magee Field Park.



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 Board: \$250.00

Rehearing/Rescheduling City Council: \$500.00

### Applicant Information:

Name: Adrian Stills

Address: 222 West Main Street, 4th Floor, Pensacola Florida 32502

Phone: 850-436-5679 Fax: \_\_\_\_\_ Email: astills@cityofpensacola.com

### Property Information:

Owner Name: The City of Pensacola

Location/Address: 400 Block East Yonge Street

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

### Purpose of vacation of city right of way/comments:

The City of Pensacola will combine the vacated right of way with adjoining parcels north and south of East Yonge Street to become one parcel for the expansion of Magee Field Park.

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.

AS  
Signature of Applicant

5/4/22  
Date

(Owner of Property or Official Representative of Owner)

### FOR OFFICE USE ONLY

District: \_\_\_\_\_

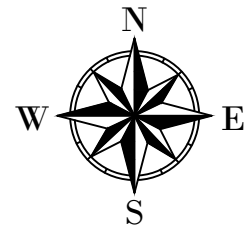
Date Received: \_\_\_\_\_, Case Number: \_\_\_\_\_

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

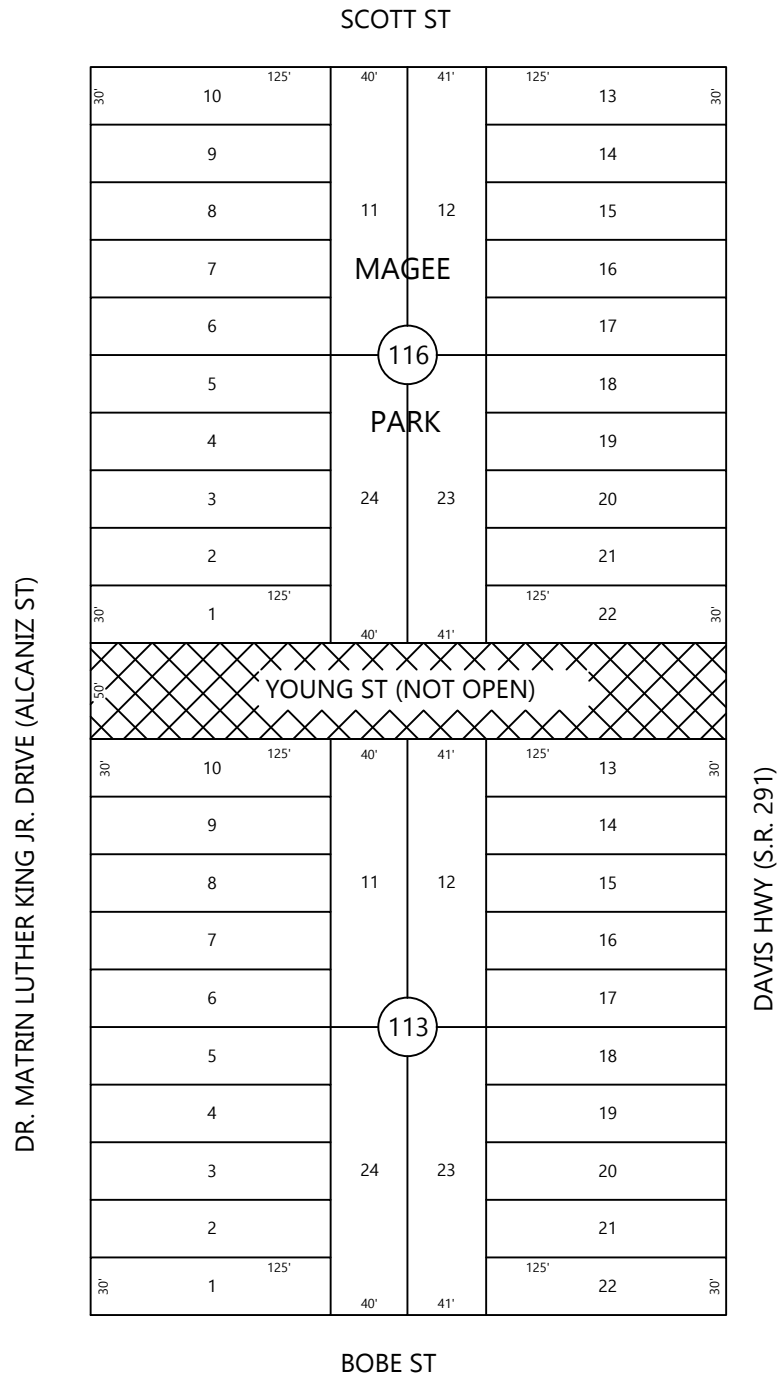
Planning Board Date: \_\_\_\_\_ Recommendation: \_\_\_\_\_

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

# EXHIBIT A



SCALE 1" = 100'



## Description

Young Street between west line Davis Highway (formerly Davis Street) and the east line of Dr. Martin Luther King Jr. Drive (formerly Alcaniz Street).

Young Street between west line Davis Highway (formerly Davis Street) and the east line of Dr. Martin Luther King Jr. Drive (formerly Alcaniz Street).

1636  
35.00

OR BK 5244 PG1562  
Escambia County, Florida  
INSTRUMENT 2003-149343

DEED DOC STAMPS PD @ ESC CO \$ 35.00

09/22/03 ERNIE LEE MAGNIA CLERK

By: 

Prepared by  
Holley Dang, an employee of  
First American Title Insurance Company  
2065 Airport Road, Suite 200  
Pensacola, Florida 32504  
(850) 473-0044

Return to: Grantee

File No.: 1005-88977

### **WARRANTY DEED**

This indenture made on **Eleventh day of June, 2003 A.D.**, by

**Ruthie Wright and Willie J. Albritton and Malcom Albritton**

whose address is: **3219 N. 6th Avenue, Pensacola, FL 32503**  
hereinafter called the "grantor", to

**The City of Pensacola**

whose address is: **P.O. Box 12910, Pensacola, FL 32521**

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:**

**Parcel being known as #411 East Yonge Street, Pensacola, Florida, and being Fifty-Six (56) feet East from the corner of Alcaniz and Yonge Streets for a starting point, thence run Forty-One (41) feet East with a depth of Sixty (60) feet and being a portion of Lots Nine (9) and Ten (10) in Block One Hundred Thirteen (113) East of Tarragona in the East King Tract, according to the map of Pensacola as copyrighted by Thomas C. Watson in 1906.**

Parcel Identification Number: **00-05-00-9020-010-113**

**Subject to** covenants, conditions, restrictions and easements of record and taxes for the current year.

**The land** is not the homestead of the Grantor under the laws and constitution of the State of Florida and neither the Grantor nor any person(s) for whose support the Grantor is responsible reside on or adjacent to the land.

**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 2003.

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

Ruthie Wright  
Ruthie Wright

Willie J. Albritton  
Willie J. Albritton

Malcom Albritton  
Malcom Albritton

*Signed, sealed and delivered in our presence:*

Cathleen Carney  
Witness Signature

Print Name: CATHLEEN CARNEY

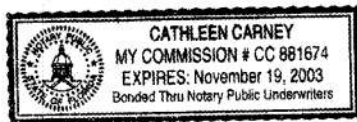
Stacie Wright  
Witness Signature

Print Name: stacie Wright

State of **Florida**

County of **Escambia**

**The Foregoing Instrument Was Acknowledged** before me on **June 11, 2003**, by **Ruthie Wright and Willie J. Albritton and Malcom Albritton** who is/are personally known to me or who has/have produced a valid driver's license as identification.



Cathleen Carney  
NOTARY PUBLIC  
CATHLEEN CARNEY

Notary Print Name  
My Commission Expires: \_\_\_\_\_

**ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM (OSTDS)  
ESCAMBIA COUNTY HEALTH DEPARTMENT**

ATTENTION: Pursuant to Escambia County Code of Ordinances 99-36, in accordance with Section 1-29.180(5) of this Ordinance, the Escambia Health Department (EHD) must conduct an assessment of the Onsite Sewage Treatment and Disposal System (OSTDS) (Septic Tank) prior to the sale of Property. An approval letter issued by the EHD must be presented at closing or the property sale or transfer of title.

Legal Address of Property: **411 E. Yonge Street, Pensacola, Florida 32503**

Buyer/Seller are aware that the property is on a ( \_\_\_\_\_ ) Sewer System ( \_\_\_\_\_ ) Septic Tank

APPROVAL LETTER ATTACHED HERETO ( \_\_\_\_\_ )

APPROVAL LETTER NOT REQUIRED - PROPERTY NORTH OF WELL LINE ROAD ( \_\_\_\_\_ )

APPROVAL LETTER NOT REQUIRED - PROPERTY IS UNIMPROVED ( X )

This form completed by:

First American Title Insurance Company  
2065 Airport Road, Suite 200  
Pensacola, Florida 32504

AS TO SELLER(S):

Ruthie Wright  
Ruthie Wright 262-52-8501

Willie J. Albritton  
Willie J. Albritton  
Melba H. Albritton

AS TO BUYER(S):

The City of Pensacola

# **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 may additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V, requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made a 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 acknowledgement by the County of the veracity of any disclosure statement.

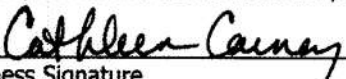
Name of Roadway:

Legal Address of Property: **411 E. Yonge Street, Pensacola, Florida 32503**

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

This form completed by: **First American Title Insurance Company  
2065 Airport Road, Suite 200  
Pensacola, Florida 32504**

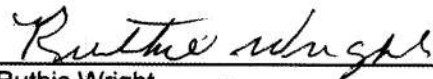
*Signed, sealed and delivered in our presence:*

  
Witness Signature

Print Name: CATHLEEN CARNEY

\_\_\_\_\_  
Witness Signature

Print Name: \_\_\_\_\_

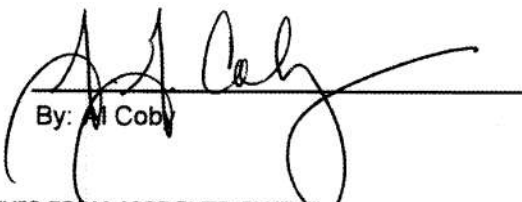
  
Ruthie Wright

  
Malcom Albritton

  
Willie J. Albritton

RCD Sep 22, 2003 08:59 am  
Escambia County, Florida

The City of Pensacola

  
By: Al Coby

THIS FORM APPROVED BY THE  
ESCAMBIA COUNTY BOARD  
OF COUNTY COMMISSIONERS

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2003-149343



Prepared by  
Teri Kitchen, an employee of  
First American Title Insurance Company  
2065 Airport Road, Suite 200  
Pensacola, Florida 32504  
(850)473-0044

Return to: Grantee

File No.: 1005-1673941

### **WARRANTY DEED**

This indenture made on **July 16, 2007** A.D., by

**Richard R. Collins**

whose address is: **1815 Strong Street, Pensacola, FL 32501**  
hereinafter called the "grantor", to

**City of Pensacola**

whose address is: **Po Box 12910, Pensacola, FL 32521**  
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:

The West 56 Feet of Lots 9 and 10, in Block 113, EAST OF TARRAGONA IN THE EAST KING TRACT, according to the map of Pensacola as copyrighted by Thomas C. Watson in 1906, Escambia County, Florida.

Parcel Identification Number: **00-0S-00-9020-009-113**

**The land** is not the homestead of the Grantor under the laws and constitution of the State of Florida and neither the Grantor nor any person(s) for whose support the Grantor is responsible reside on or adjacent to the land.

**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.

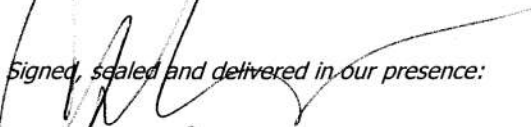
**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

**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 2006.

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

  
\_\_\_\_\_  
Richard R. Collins

*Signed, sealed and delivered in our presence:*  


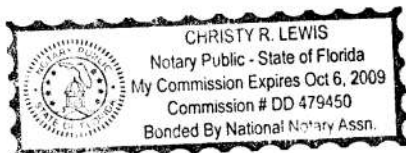
Witness Signature: \_\_\_\_\_  
Print Name: Christy Lewis

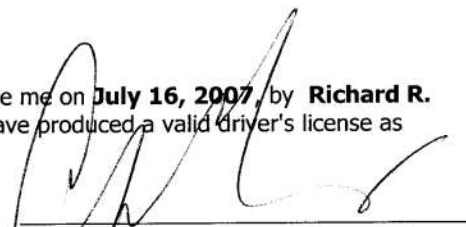
  
\_\_\_\_\_  
Witness Signature  
Print Name: Jami Dunlap

State of **FL**

County of **Escambia**

**The Foregoing Instrument Was Acknowledged** before me on **July 16, 2007**, by **Richard R. Collins** who is/are personally known to me or who has/have produced a valid driver's license as identification.



  
\_\_\_\_\_  
NOTARY PUBLIC  
Christy Lewis  
Notary Print Name  
My Commission Expires: \_\_\_\_\_

1673941

**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 may additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V, requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made a 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 acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway:

Legal Address of Property: **2324 Dr. Martin Luther King Jr., Drive, Pensacola, Florida 32503**

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

This form completed by **First American Title Insurance Company**  
**2065 Airport Road, Suite 200**  
**Pensacola, Florida 32504**

*Signed, sealed and delivered in our presence:*

Witness Signature


Print Name:

Witness Signature

Print Name:

  
Richard R. Collins

City of Pensacola

  
By: Alvin G. Coby, Assistant City  
Manager

THIS FORM APPROVED BY THE  
ESCAMBIA COUNTY BOARD  
OF COUNTY COMMISSIONERS  
Effective: 4/15/95

**ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM (OSTDS)  
ESCAMBIA COUNTY HEALTH DEPARTMENT**

ATTENTION: Pursuant to Escambia County Code of Ordinances 99-36, in accordance with Section 1-29.180(5) of this Ordinance, the Escambia Health Department (ECHD) must conduct an assessment of the Onsite Sewage Treatment and Disposal System (OSTDS) (Septic Tank) prior to the sale of Property. An approval letter issued by the ECHD must be presented at closing or the property sale or transfer of title.

Legal Address of Property: **2324 Dr. Martin Luther King Jr., Drive, Pensacola, Florida 32503**

Buyer/Seller are aware that the property is on a ( X ) Sewer System ( \_\_\_\_\_ ) Septic Tank

APPROVAL LETTER ATTACHED HERETO ( \_\_\_\_\_ )

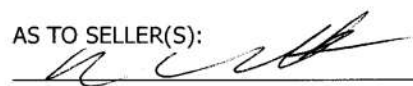
APPROVAL LETTER NOT REQUIRED - PROPERTY NORTH OF WELL LINE ROAD ( \_\_\_\_\_ )

APPROVAL LETTER NOT REQUIRED - PROPERTY IS UNIMPROVED ( \_\_\_\_\_ )

This form completed by:

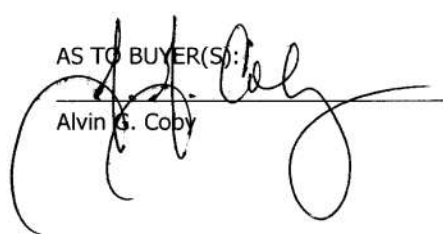
First American Title Insurance Company  
2065 Airport Road, Suite 200  
Pensacola, Florida 32504

AS TO SELLER(S):

  
Richard R. Collins

\_\_\_\_\_

AS TO BUYER(S):


  
Alvin G. Coby

\_\_\_\_\_

19.50  
21.00

Prepared by  
Teri Parsons, an employee of  
First American Title Insurance Company  
2065 Airport Road, Suite 200  
Pensacola, Florida 32504  
(850) 473-0044

OR BK 5251 PG0013  
Escambia County, Florida  
INSTRUMENT 2003-152700

DEED DOC STAMPS PD & ESC CO \$ 21.00  
09/29/03 ERNEST LEE NAGATA, CLERK  
By: 

Return to: Grantee

File No.: 1005-89055

## **WARRANTY DEED**

This indenture made on **September 22, 2003** A.D., by

**James Edward Albritton, a single man**

whose address is: **P16543 NFRC West Unit P.O. Box 628, Lake Butler, FL 32054**  
hereinafter called the "grantor", to

**The City of Pensacola**

whose address is: **P. O. Box 12910, Pensacola, FL 32521**  
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:

**That parcel known as #413 East Yonge Street in the City of Pensacola, Florida, and being Ninety-Seven feet East of Alcaniz Street and running thence Twenty-Eight feet East by a depth of Sixty (60) feet and being a part of Lot Ten (10) in Block One Hundred Thirteen (113) East of Tarragona in the East King Tract, according to the map of Pensacola, copyrighted by Thomas C. Watson in 1906.**

Parcel Identification Number: **00-05-00-9020-008-113**

**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 2003.

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

Yvonne A. Gibbs

James Edward Albritton by Yvonne A. Gibbs, as  
Attorney in Fact

Signed, sealed and delivered in our presence:

Teri L. Parsons  
Witness Signature  
Teri L. Parsons

Print Name: \_\_\_\_\_

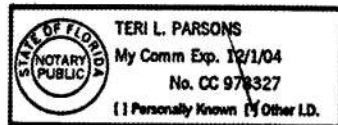
Stacie Wright  
Witness Signature

Print Name: Stacie Wright

State of **Florida**

County of **Escambia**

The Foregoing Instrument Was Acknowledged before me on **September 22, 2003**, by **James Edward Albritton, a single man by Yvonne A. Gibbs as Attorney in Fact** who is/are personally known to me or who has/have produced a valid driver's license as identification.



Teri L. Parsons  
NOTARY PUBLIC  
Teri L. Parsons

Notary Print Name  
My Commission Expires: \_\_\_\_\_

# **RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure may additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V, requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made a 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 acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway: **East Yonge Street**

Legal Address of Property: **400 Block E. Yonge Street, Pensacola, Florida 32501**

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

This form completed by: **First American Title Insurance Company  
2065 Airport Road, Suite 200  
Pensacola, Florida 32504**

*Signed, sealed and delivered in our presence:*

*Cathleen Carney*  
Witness Signature

Print Name: *Cathleen Carney*

*Teri L. Parsons*  
Witness Signature

Print Name: **Teri L. Parsons**

*Yvonne A. Gibbs*  
James Edward Albritton by Yvonne A. Gibbs,  
as Attorney in Fact

The City of Pensacola

*Al Goby*  
By: Al Goby,

THIS FORM APPROVED BY THE  
ESCAMBIA COUNTY BOARD  
OF COUNTY COMMISSIONERS  
Effective: 4/15/95

**ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM (OSTDS)  
ESCAMBIA COUNTY HEALTH DEPARTMENT**

ATTENTION: Pursuant to Escambia County Code of Ordinances 99-36, in accordance with Section 1-29.180(5) of this Ordinance, the Escambia Health Department (ECHD) must conduct an assessment of the Onsite Sewage Treatment and Disposal System (OSTDS) (Septic Tank) prior to the sale of Property. An approval letter issued by the ECHD must be presented at closing or the property sale or transfer of title.

Legal Address of Property: **400 Block E. Yonge Street, Pensacola, Florida 32501**

Buyer/Seller are aware that the property is on a ( \_\_\_\_\_ ) Sewer System ( \_\_\_\_\_ ) Septic Tank

APPROVAL LETTER ATTACHED HERETO ( \_\_\_\_\_ )

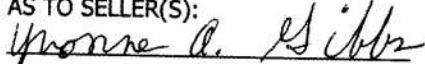
APPROVAL LETTER NOT REQUIRED - PROPERTY NORTH OF WELL LINE ROAD ( \_\_\_\_\_ )

APPROVAL LETTER NOT REQUIRED - PROPERTY IS UNIMPROVED ( X )

This form completed by:

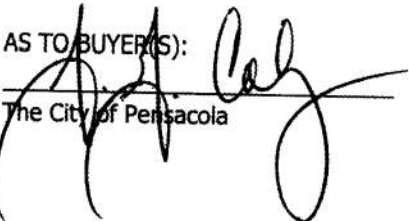
First American Title Insurance Company  
2065 Airport Road, Suite 200  
Pensacola, Florida 32504

AS TO SELLER(S):



James Edward Albritton by Yvonne A. Gibbs,  
as Attorney in Fact

AS TO BUYER(S):



The City of Pensacola

RCD Sep 29, 2003 01:08 pm  
Escambia County, Florida

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2003-152700



Prepared by and Return to:  
Teri Kitchen, an employee of  
First American Title Insurance Company  
2065 Airport Road, Suite 200  
Pensacola, Florida 32504  
(850)473-0044

### **PERSONAL REPRESENTATIVE'S DEED**

This Indenture made on August 03, 2006, by and between

**Edith Malden, as personal representative of the Estate of Gussie Mae Perkins, deceased and  
Edith Malden, as personal representative of the Estate of Henry C. Averhart, deceased**

whose address is: 400 Block East Yonge Street, Pensacola, FL 32503  
hereinafter called the "Grantor", and

#### **City of Pensacola, Florida**

whose address is: P. O. Box 12910, Pensacola, FL 32521  
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: Grantor(s), pursuant to Order Authorizing Sale of the real property shall of the above named  
decedent and in consideration of the sum of Ten Dollars (\$10.00) paid to Grantor(s) by Grantee(s)  
receipt of which is acknowledged, grants, bargains and sells to Grantee(s) and Grantee's heirs and  
assigns forever, the real property in Escambia County, Florida, described as:

Lots Eleven (11) and Twelve (12) of Block One Hundred and Thirteen (113) East King Tract, East of  
Tarragona Street in the City of Pensacola, Escambia County, Florida, according to map of said City  
copyrighted by Thos. C. Watson in 1906.

Parcel Identification Number: **00-05-00-9020-011-113**

**SUBJECT** to covenants, restrictions, easements of record and taxes for the current year.

**Together** with all and singular the tenements, hereditaments, and appurtenances belonging or in  
anywise appertaining to the real property.

**To Have And To Hold** the same to Grantee(s), and Grantee's heirs and assigns, in fee simple forever.

**And** Grantor(s) do covenant to and with the Grantee(s) and Grantee's heirs and assigns, that in all things preliminary to and in and about this conveyance, the terms of decedents Will and the laws of the State of Florida have been followed and complied with in all respects.

**In Witness Whereof**, the undersigned, as personal representative of the estate of said decedent, has executed this instrument under seal on the date aforesaid.

*Walter C. Lee*

Witness Signature

Print Name: Walter C. Lee

*Edith Malden*

Edith Malden, as Personal Representative  
of the Estate of Gussie Mae Perkins, deceased

*Teri Kitchen*

Witness Signature

Print Name: TERI KITCHEN

*Walter C. Lee*

Witness Signature

Print Name: Walter C. Lee

*Edith Malden*

Edith Malden, as Personal Representative  
of the Estate of Henry C. Averhart, deceased

*Teri Kitchen*

Witness Signature

Print Name: TERI KITCHEN

State of Florida

County of Escambia

**THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED** before me on **August 03, 2006**, by **Edith Malden**, as Personal Representative of the Estate of **Gussie Mae Perkins, deceased**, deceased, who is personally known to me or who has produced a valid driver's license as identification.

*Teri Kitchen*

NOTARY PUBLIC

TERI KITCHEN

Notary Print Name

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



State of **Florida**

County of **Escambia**

**THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED** before me on **August 03, 2006**, by **Edith Malden**, as Personal Representative of the Estate of **Henry C. Averhart, deceased**, deceased, who is personally known to me or who has produced a valid driver's license as identification.



*Teri L. Kitchen*  
\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Notary Print Name  
My Commission Expires: \_\_\_\_\_

15-  
2-undk  
206

## This Warranty Deed

OR BK 5039 PG0819  
Escambia County, Florida  
INSTRUMENT 2002-042771

Made this 20th day of November A.D. 2002  
by James Colston, Jr. and Patrick Colston  
and Frank Colston and Judith Hinson and  
Lawrence Colston

DEED DOC STAMPS PD @ ESC CO \$ 266.00  
12/30/02 ERNIE LEE WICKHAM, CLERK  
By:

hereinafter called the grantor, to  
The City of Pensacola

whose post office address is: P. O. Box 12910  
Pensacola, Florida 32521

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 \$ 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:

Lots 13, 14, and 15, Block 113, East King Tract, in the City of  
Pensacola, according to Map of said City copyrighted by Thomas  
C. Watson in 1906.

**SUBJECT TO Covenants, restrictions, easements of record and taxes for  
the current year.**

Said property is not the homestead of the Grantor(s) under the laws  
and constitution of the State of Florida in that neither Grantor(s)  
or any members of the household of Grantor(s) reside thereon.

**Parcel Identification Number: 00-08-00-9020-013-113**

**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, 2003

**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:

Name: **Witness LINDA G. SALTER**

Name: **Witness Stacie Wright**

Name: **Witness**

Name: **Witness**

Name & Address: **Patrick Colston** **LS**

Name & Address: **James Colston, Jr.** **LS**

Name & Address: **Frank Colston** **LS**

Name & Address: **Judith Hinson** **LS**

Name & Address: **Lawrence Colston** **LS**

State of **Florida**  
County of **Escambia**

The foregoing instrument was acknowledged before me this 20th day of November, 2002, by

**James Colston, Jr. and Patrick Colston and Frank Colston and Judith  
Hinson and Lawrence Colston**  
who is personally known to me or who has produced **drivers license** as identification.

Notary Public

Print Name:

My Commission Expires:

**PREPARED BY: Linda G. Salter**  
**RECORD & RETURN TO:**  
**First American Title Insurance Company**  
**2065 Airport Blvd, Suite 200**  
**Pensacola, Florida 32504**  
**File No: 1005-88958**

**LINDA G. SALTER**  
**Notary Public-State Of FL**  
**Comm. Exp. June 17 2003**  
**Comm. No. CC 840685**

**RESIDENTIAL SALES  
ABUTTING ROADWAY  
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made a 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: 2319 N. Davis Street

Legal Address of Property: 2319 N. Davis Street, Pensacola, Florida 32503

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

This form completed by: First American Title Insurance Company  
2065 Airport Boulevard, Suite 200  
Pensacola, Florida 32504

AS TO SELLER(S):

Sylvia M. Johnson  
Sylvia M. Johnson

James Colston, Jr.  
James Colston, Jr.

Patrick Colston  
Patrick Colston

Witness to Seller(s)

Patricia Becton  
Patricia Becton

Dimeris Anzole Diaz  
Dimeris Anzole Diaz

Frank Colston  
Frank Colston

Judith Hinson  
Judith Hinson

AS TO BUYER(S):

Witness to Buyer(s)

Lawrence Colston  
Lawrence Colston

The City of Pensacola

BY

Thomas J. Bonfield

Thomas J. Bonfield, City Manager

THIS FORM APPROVED BY THE  
ESCAMBIA COUNTY BOARD  
OF COUNTY COMMISSIONERS  
Effective: 4/15/95

OR BK 5039 PG0821  
Escambia County, Florida  
INSTRUMENT 2002-042771

RCD Dec 30, 2002 08:42 am  
Escambia County, Florida

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2002-042771

**ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM (OSTDS)  
ESCAMBIA COUNTY HEALTH DEPARTMENT**

ATTENTION: Pursuant to Escambia County Code of Ordinances 99-36, in accordance with Section 1-29.180(5) of this Ordinance, the Escambia County Health Department (ECHD) must conduct an assessment of the Onsite Sewage Treatment and Disposal System (OSTDS) (Septic Tank) prior to the sale of Property. An approval letter issued by the ECHD must be presented at closing of property sale or transfer of title.

Legal Address of Property: 2319 N. Davis Street, Pensacola, Florida 32503

Buyer/Seller are aware that the property is on a (x) Sewer System ( ) Septic Tank

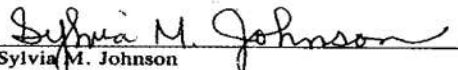
APPROVAL LETTER ATTACHED HERETO ( )

APPROVAL LETTER NOT REQUIRED - PROPERTY NORTH OF WELL LINE ROAD ( )

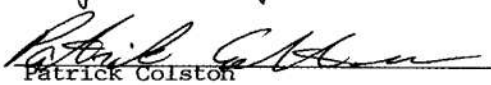
APPROVAL LETTER NOT REQUIRED - PROPERTY IS UNIMPROVED ( )

This form completed by: First American Title Insurance Company  
2065 Airport Boulevard, Suite 200  
Pensacola, FL 32504

AS TO SELLER (S):

  
Sylvia M. Johnson

  
James Colston, Jr.

  
Patrick Colston

  
Frank Colston

AS TO BUYER (S):

  
Judith Hinson

  
Lawrence Colston

The City of Pensacola

BY:   
Thomas J. Bonfield, City Manager



DB 195 P. 256

H.P. CO., 1917, 430-195

State of Florida

Escambia County

(\$3.30 Govt. stamp on cancelled)  
No. 10503 (\$2.90 State stamp on cancelled)

A. M.

Filed for record 26th day of December 1944 at 10:08

## WARRANTY DEED

know all Men by these Presents, That we, J. Whiting Hyer and Emma T. Hyer  
his wife

for and in consideration of the sum of One Dollar and other good and valuable consideration

DOLLARS,

to us in hand paid by The City of Pensacola, a municipal corporation,

the receipt whereof is hereby

acknowledged; have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said

The City of Pensacola, a municipal corporation,  
successors

their heirs and assigns forever, the following described real estate, situate, lying, and being in

County of Escambia, State of Florida, to-wit:

All of Block 116, East King Tract East of Tarragona Street, in The City of Pensacola,  
Florida, according to the Map of Thomas C. Watson, copyrighted in the year 1906.Together with the improvements thereon, and the hereditaments and appurtenances thereunto belonging or in anywise apper-  
taining.TO HAVE AND TO HOLD the said above described premises unto the said The City of Pensacola,  
a municipal corporation, their successorsheirs and assigns, forever, free from all exemption or homestead right or claim of ours, the said  
grantor s, if any such right or claim we possess: And we, the said grantor s,  
for ourselves and our heirs, do covenant with the said grantee s their successors  
and assigns, that we are well seized of the said property, and have a good right to convey the same; that it is free  
from any lien or incumbrance in law or equity, and that said grantor s shall and will warrant and by these presents for-  
ever defend the said premises unto the said grantee s, their successors and assigns, against the lawful claims  
of all and every person or persons whomsoever.IN TESTIMONY WHEREOF, we have hereunto set our hand s and seal s this 27  
day of October 19 44.

Signed, sealed and delivered in the presence of

Regina M. Denk

J. Whiting Hyer (SEAL)

Elbert A. Clubbs

Emma T. Hyer (SEAL)

(SEAL)

(SEAL)

State of Florida

Escambia County

This day, before the undersigned, personally appeared J. Whiting Hyer and Emma T. Hyer,  
husband and wife,to me well known to be the individual s described in and who executed the foregoing Deed of Conveyance, and acknowledged  
that they executed the same for the uses and purposes therein expressed, and the said Emma T. Hyer  
wife of the said J. Whiting Hyerupon a  
private examination by me held, separate and apart from her said husband, acknowledged and declared that she executed  
the same freely and voluntarily and without fear or apprehension, compulsion or constraint, of or from her said husband, and  
for the purpose of relinquishing, renouncing and conveying all her rights of whatever kind in and to the said property.IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this 27 day of  
October A.D. 19 44.

(NOTARIAL SEAL)

Elbert A. Clubbs

Notary Public.

My Commission expires 4/4/45



## **MINUTES OF THE PLANNING BOARD**

**June 14, 2022**

**MEMBERS PRESENT:** Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Van Hoose, Board Member Powell, Board Member Villegas

**MEMBERS ABSENT:** Board Member Sampson

**STAFF PRESENT:** Assistant Planning & Zoning Manager Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Help Desk Technician Russo, Deputy City Administrator Forte, Building Official Bilby, Parks and Recreation Director Stills, Administrative Assistant Carlton, Executive Assistant Chwastyk, City Arborist Stultz

**STAFF VIRTUAL:** Senior Planner Statler, Development Services Director Morris

**OTHERS PRESENT:** Margaret Hostetter, Sherri Myers, Carlton Charles, Barbara Charles, Neil Tucker

### **AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from April 12, 2022
- **New Business:**
  - Proposed Amendment to the Tree Ordinance
  - Request for Vacation of Right-of-Way – 400 Block E. Yonge Street
  - Request for Preliminary Plat Approval – Stillman Subdivision
  - Open Forum
  - Discussion
  - Adjournment

### **Call to Order / Quorum Present**

Chairperson Paul Ritz called the meeting to order at 2:01 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

**Approval of Meeting Minutes** - Board Member Larson made a motion to approve the April 12, 2022 minutes, seconded by Board Member Powell, and it carried 6:0.



**New Business –**

**Proposed Amendment to Section 12-6-4(4) – Landscape and Tree Protection (Notice) Of The Code Of The City of Pensacola**

Assistant Planning & Zoning Manager Cannon introduced the item. Chairperson Paul Ritz read the sentence being added to the language. Board Members Grundhoefer and Powell discussed the purpose of the change. Board Member Villegas stated Council Member Myers felt additional language was necessary. Board Member Villegas questioned why there are only two weeks for the posting of the sign. Chairperson Paul Ritz stated that was a separate discussion. Chairperson Paul Ritz introduced Margaret Hostetter to speak. Margaret Hostetter stated that there is confusion regarding notices and sign placement and feels the timing of the notice is ineffective and not enough time is given for a reaction or interaction. Margaret Hostetter concluded by asking Building Official Bilby to explain how this language will change the procedure that has been in effect for notice made to Council Members and to the public through signs. Chairperson Paul Ritz introduced Councilwoman Sherri Myers. Councilwoman Myers stated she is looking to the Planning Board to accomplish the intent of the language that was sent to the Planning Board. Councilwoman Myers gave the example of Sake Café. Councilwoman Myers felt they were a good example of being given ample notice and willingness to preserve trees. Chairperson Paul Ritz wanted clarification from Councilwoman Myers if she wanted the language to change regarding the notice to Council Members as well as the public. Councilwoman Myers stated she would like more opportunity given to the public to have input. Chairperson Paul Ritz stated that prior to approval, in his interpretation, that no approval can be made until that notification period has been completed. Chairperson Paul Ritz asked Assistant City Attorney Lindsay if the Planning Board Members could add or edit the language. Assistant City Attorney Lindsay stated the Board Members can make modifications in their determination. Chairperson Paul Ritz suggested the Board come up with a milestone for notification. Chairperson Paul Ritz suggested a milestone for notification, and a milestone for the sign placement. Board Member Villegas suggested a longer time for sign placement. Chairperson Paul Ritz asked Building Official Bilby if he knew of a legislative time for the sign to be placed. Building Official Bilby stated that the placement of the sign is for two weeks prior to the permit issuance. Chairperson Paul Ritz, Board Member Powell, and Board Member Villegas discussed the time frame for placement of the sign as well as the color of the sign. Chairperson Paul Ritz stated that the direction of the Board is to edit the language beyond what was given them. Board Member Van Hoose suggested there be a 30-day time frame for the sign. Board Member Van Hoose also stated that the word approval needs to be clarified for the council person. Chairperson Paul Ritz asked the Board if they wanted to add a milestone for the notification to the City Council Members. Board Member Villegas proposed the notification be sent immediately upon receiving the plans and further discussion was had. Chairperson Paul Ritz clarified the wording with Assistant Planning & Zoning Manager Cannon. Assistant Planning & Zoning Manager Cannon read the proposed amendments into the record: 1) At such time a tree or landscape plan has been deemed compliant by the designated city arborist, staff shall notify the City Council member for that district. 2) Every sign shall be black lettering on a white background. 3) the sign shall be posted thirty (30) days prior to permit issuance. Board Member Grundhoefer asked Building Official Bilby for clarification of the review process and time frame of plan reviews. Board Member Grundhoefer suggested that the plan review be completed before the notification is given. Board Member Villegas asked if notification should be given upon examination as Board Member

Grundhoefer suggested. Consensus was reached and Assistant Planning & Zoning Manager Cannon confirmed the wording to be that at such time a tree and landscape plan has been deemed compliant by the City's designated Arborist, the staff shall notify the City's councilperson. The Board Members agreed to a 30-day time period for the placement of the sign instead of two weeks and that the sign have black lettering with a white background. **Board member Villegas made a motion to approve, seconded by Board Member Powell, and it carried 6:0.**

#### **Request for Vacation of Right-Of-Way - 400 Block E. Yonge Street**

Deputy City Administrator Forte discussed an upcoming project at Magee Field. Deputy City Administrator provided clarification as to why a Vacation of Right-Of-Way would benefit Parks & Recreation and the City. To appropriate funding, it would need to be under one parcel. Deputy City Administrator Forte clarified that vacating the Yonge Street Right-Of-Way would allow the city owned parcel to the South of Yonge Street to be incorporated into Magee Field. Board Member Grundhoefer asked if Yonge Street was already vacated, Deputy City Administrator Forte stated it was not. Deputy City Administrator Forte stated the city would maintain a utility easement after the Vacation of Right-Of-Way. Carlton Charles would like the parking problem at Magee Field to be addressed, Deputy City Administrator Forte is aware of the problem and the city is working to address it. **Vice Chairperson Larson made a motion to approve the request, seconded by Board member Grundhoefer, and it carried 6:0.**

#### **Request for Preliminary Plat Approval – Stillman Subdivision**

Chairperson Paul Ritz asked city staff if all the lots in the purposed subdivision met all the requirements of R-1A, Assistant Planning & Zoning Manager Cannon answered yes. Assistant Planning & Zoning Manager Cannon reminded the board members that this is a preliminary plat approval. Neil Tucker spoke on behalf of Geci & Associates. Chairperson Paul Ritz noted the fire department had no issue with the short dead end road configuration. Neil Tucker stated the comments from the fire department came because of early submission to the Engineering Department. Board Member Grundhoefer asked if they were putting in a cul-de-sac, Neil Tucker stated it's not required because of the length. Board Member Villegas asked for the requirements for runoff when a development is adjacent to a water way and if the subdivision would be clear cut. Neil Tucker stated they would be clearing the Right-Of-Way and stormwater pond. Board Member Grundhoefer asked if easements were for drainage, Neil Tucker answered yes. Board Member Grundhoefer asked if the developer was leaning towards townhomes or single-family dwellings, Neil Tucker answered townhomes. **Board Member Powell made a motion to approve the request, seconded by Board member Grundhoefer, and it carried 6:0.**

**Open Forum – none**

**Discussion –** Board Member Grundhoefer asked about the previous project on Palafox,

Assistant Planning & Zoning Manager Cannon stated the project was put on hold. Discussion ensued regarding the time frame for approval for projects coming back before the Board. Board Member Grundhoefer inquired about the Gregory Street project, formerly known as Franco's, Assistant Planning & Zoning Manager Cannon provided further information regarding the project.

**Adjournment** – With no further business, the Board adjourned at 3:52 p.m.

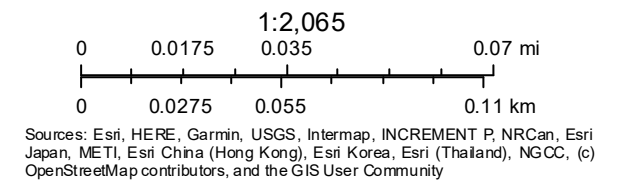
Respectfully Submitted,

Cynthia Cannon, AICP  
Assistant Planning Director  
Secretary of the Board

# Yonge Street @ Magee Field Park ROW Vacation Map



June 28, 2022







# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 30-22

City Council

7/21/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PROPOSED ORDINANCE NO. 30-22 - REQUEST TO VACATE A SEGMENT OF THE EAST YONGE STREET RIGHT-OF-WAY (400 BLOCK) BETWEEN THE WEST LINE OF DAVIS HIGHWAY AND THE EAST LINE OF DR. MARTIN LUTHER KING JR. DRIVE.

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 30-22 on first reading:

AN ORDINANCE CLOSING, ABANDONING AND VACATING ALL OF YONGE STREET BETWEEN THE WEST LINE OF DAVIS HIGHWAY AND THE EAST LINE OF DR. MARTIN LUTHER KING JR. DRIVE IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AND EFFECTIVE DATE.

**HEARING REQUIRED:** Public

**SUMMARY:**

The Parks and Recreation Department requests that City Council approve a vacation of a segment of the East Yonge Street right-of-way (400 Block) between the west line of Davis Highway and the east line of Dr. Martin Luther King, Jr. Drive. The primary purpose of the vacation is to accommodate future development at Magee Field Park.

Upon approval of the right-of-way vacation, City staff will combine the vacated right-of-way, the current parcel at Magee Field Park, and all city owned parcels located directly south of the park (Dr. MLK, Jr. Drive to the west, Bobe Street to the south, and Davis Highway to the east) into one parcel for future park programming and expansion needs.

The City will retain a utility easement along the vacated right-of-way segment for the existing ECUA and Pensacola Fire infrastructure in place.

The Planning Board approved the request during the June 14, 2022 meeting on a vote of 6:0.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

7/8/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
David Forte, Deputy City Administrator-Community Development  
Adrian Stills, Parks and Recreation Department Director

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 30-22
- 2) Vacation of Right of Way Application
- 3) Planning Board Minutes June 14, 2022 - DRAFT
- 4) Yonge Street - Magee Field ROW Vacation Map

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 30-22

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

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND VACATING ALL OF YONGE STREET BETWEEN THE WEST LINE OF DAVIS HIGHWAY AND THE EAST LINE OF DR. MARTIN LUTHER KING JR. DRIVE 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 21, 2022, as to the vacation of Yonge Street between the west line Davis Highway (formerly Davis Street) and the east line of Dr. Martin Luther King Jr. Drive (formerly Alcaniz Street), Pensacola, Escambia County, Florida; and

WHEREAS, the City of Pensacola owns all of the adjoining property to the area to be vacated, which will be combined with the parcels north and south of the area to be vacated for the purpose of expanding Magee Field Park for public use; 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:

All of Yonge Street between the west line of Davis Highway (formerly Davis Street) and the east line of Dr. Martin Luther King Jr. Drive (formerly Alcaniz Street)

SECTION 2. That the City of Pensacola is authorized to acquire possession of the right-of-way more particularly described in Section 1 of this ordinance for the public purpose set forth herein, to expand Magee Field Park.

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 Board: \$250.00

Rehearing/Rescheduling City Council: \$500.00

### Applicant Information:

Name: Adrian Stills

Address: 222 West Main Street, 4th Floor, Pensacola Florida 32502

Phone: 850-436-5679 Fax: \_\_\_\_\_ Email: astills@cityofpensacola.com

### Property Information:

Owner Name: The City of Pensacola

Location/Address: 400 Block East Yonge Street

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

### Purpose of vacation of city right of way/comments:

The City of Pensacola will combine the vacated right of way with adjoining parcels north and south of East Yonge Street to become one parcel for the expansion of Magee Field Park.

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.

AS  
Signature of Applicant

5/4/22  
Date

(Owner of Property or Official Representative of Owner)

### FOR OFFICE USE ONLY

District: \_\_\_\_\_

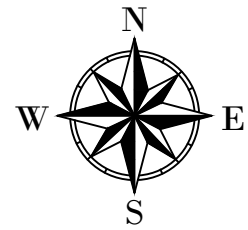
Date Received: \_\_\_\_\_, Case Number: \_\_\_\_\_

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

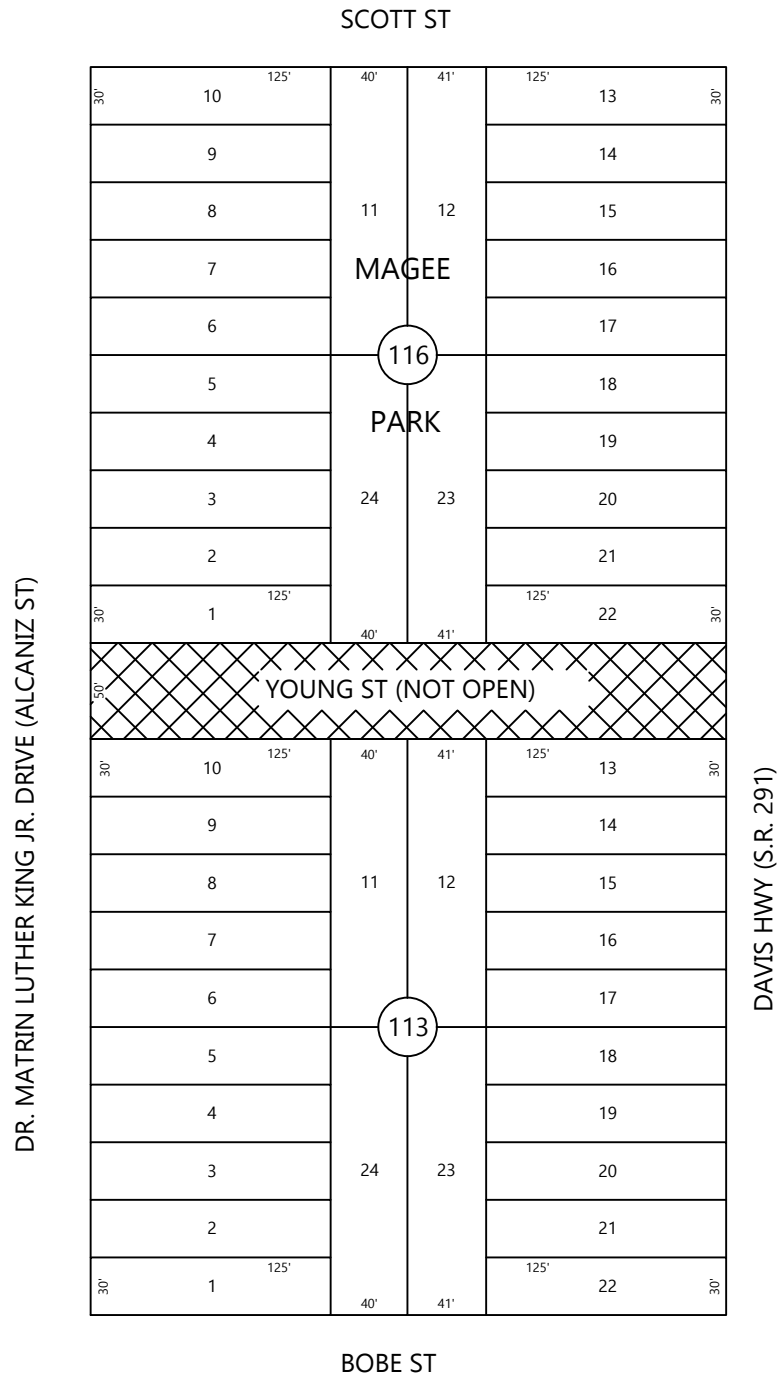
Planning Board Date: \_\_\_\_\_ Recommendation: \_\_\_\_\_

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

# EXHIBIT A



SCALE 1" = 100'



## Description

Young Street between west line Davis Highway (formerly Davis Street) and the east line of Dr. Martin Luther King Jr. Drive (formerly Alcaniz Street).

Young Street between west line Davis Highway (formerly Davis Street) and the east line of Dr. Martin Luther King Jr. Drive (formerly Alcaniz Street).

1636  
35.00

OR BK 5244 PG1562  
Escambia County, Florida  
INSTRUMENT 2003-149343

DEED DOC STAMPS PD @ ESC CO \$ 35.00

09/22/03 ERNIE LEE MAGNIA CLERK

By: 

Prepared by  
Holley Dang, an employee of  
First American Title Insurance Company  
2065 Airport Road, Suite 200  
Pensacola, Florida 32504  
(850) 473-0044

Return to: Grantee

File No.: 1005-88977

### **WARRANTY DEED**

This indenture made on **Eleventh day of June, 2003 A.D.**, by

**Ruthie Wright and Willie J. Albritton and Malcom Albritton**

whose address is: **3219 N. 6th Avenue, Pensacola, FL 32503**  
hereinafter called the "grantor", to

**The City of Pensacola**

whose address is: **P.O. Box 12910, Pensacola, FL 32521**

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:**

**Parcel being known as #411 East Yonge Street, Pensacola, Florida, and being Fifty-Six (56) feet East from the corner of Alcaniz and Yonge Streets for a starting point, thence run Forty-One (41) feet East with a depth of Sixty (60) feet and being a portion of Lots Nine (9) and Ten (10) in Block One Hundred Thirteen (113) East of Tarragona in the East King Tract, according to the map of Pensacola as copyrighted by Thomas C. Watson in 1906.**

Parcel Identification Number: **00-05-00-9020-010-113**

**Subject to** covenants, conditions, restrictions and easements of record and taxes for the current year.

**The land** is not the homestead of the Grantor under the laws and constitution of the State of Florida and neither the Grantor nor any person(s) for whose support the Grantor is responsible reside on or adjacent to the land.

**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 2003.

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

Ruthie Wright  
Ruthie Wright

Willie J. Albritton  
Willie J. Albritton

Malcom Albritton  
Malcom Albritton

*Signed, sealed and delivered in our presence:*

Cathleen Carney  
Witness Signature

Print Name: CATHLEEN CARNEY

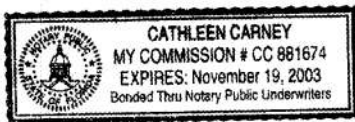
Stacie Wright  
Witness Signature

Print Name: stacie Wright

State of **Florida**

County of **Escambia**

**The Foregoing Instrument Was Acknowledged** before me on **June 11, 2003**, by **Ruthie Wright and Willie J. Albritton and Malcom Albritton** who is/are personally known to me or who has/have produced a valid driver's license as identification.



Cathleen Carney  
NOTARY PUBLIC  
CATHLEEN CARNEY

Notary Print Name  
My Commission Expires: \_\_\_\_\_

**ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM (OSTDS)  
ESCAMBIA COUNTY HEALTH DEPARTMENT**

ATTENTION: Pursuant to Escambia County Code of Ordinances 99-36, in accordance with Section 1-29.180(5) of this Ordinance, the Escambia Health Department (EHD) must conduct an assessment of the Onsite Sewage Treatment and Disposal System (OSTDS) (Septic Tank) prior to the sale of Property. An approval letter issued by the EHD must be presented at closing or the property sale or transfer of title.

Legal Address of Property: **411 E. Yonge Street, Pensacola, Florida 32503**

Buyer/Seller are aware that the property is on a ( \_\_\_\_\_ ) Sewer System ( \_\_\_\_\_ ) Septic Tank

APPROVAL LETTER ATTACHED HERETO ( \_\_\_\_\_ )

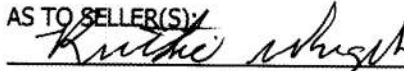
APPROVAL LETTER NOT REQUIRED - PROPERTY NORTH OF WELL LINE ROAD ( \_\_\_\_\_ )


APPROVAL LETTER NOT REQUIRED - PROPERTY IS UNIMPROVED ( X )

This form completed by:

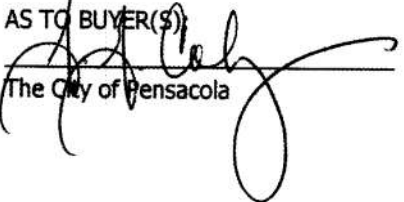
First American Title Insurance Company  
2065 Airport Road, Suite 200  
Pensacola, Florida 32504

AS TO SELLER(S):

  
Ruthie Wright 262-52-8501

  
Willie J. Albritton

AS TO BUYER(S):

  
The City of Pensacola

# **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 may additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V, requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made a 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 acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway:

Legal Address of Property: **411 E. Yonge Street, Pensacola, Florida 32503**

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

This form completed by: **First American Title Insurance Company  
2065 Airport Road, Suite 200  
Pensacola, Florida 32504**

*Signed, sealed and delivered in our presence:*

*Cathleen Carney*  
Witness Signature

Print Name: CATHLEEN CARNEY

\_\_\_\_\_  
Witness Signature

Print Name: \_\_\_\_\_

*Ruthie Wright*  
Ruthie Wright

*Malcom Albritton*  
Malcom Albritton

*Willie J. Albritton*  
Willie J. Albritton

RCD Sep 22, 2003 08:59 am  
Escambia County, Florida

The City of Pensacola

*Al Coby*  
By: Al Coby

THIS FORM APPROVED BY THE  
ESCAMBIA COUNTY BOARD  
OF COUNTY COMMISSIONERS

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2003-149343

Prepared by  
Teri Kitchen, an employee of  
First American Title Insurance Company  
2065 Airport Road, Suite 200  
Pensacola, Florida 32504  
(850)473-0044

Return to: Grantee

File No.: 1005-1673941

### **WARRANTY DEED**

This indenture made on **July 16, 2007** A.D., by

**Richard R. Collins**

whose address is: **1815 Strong Street, Pensacola, FL 32501**  
hereinafter called the "grantor", to

**City of Pensacola**

whose address is: **Po Box 12910, Pensacola, FL 32521**  
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:

The West 56 Feet of Lots 9 and 10, in Block 113, EAST OF TARRAGONA IN THE EAST KING TRACT, according to the map of Pensacola as copyrighted by Thomas C. Watson in 1906, Escambia County, Florida.

Parcel Identification Number: **00-0S-00-9020-009-113**

**The land** is not the homestead of the Grantor under the laws and constitution of the State of Florida and neither the Grantor nor any person(s) for whose support the Grantor is responsible reside on or adjacent to the land.

**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.

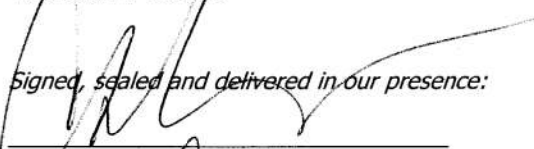
**To Have and to Hold**, the same in fee simple forever.

**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 2006.


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

  
Richard R. Collins

*Signed, sealed and delivered in our presence:*

  
Witness Signature

Print Name: Christy Lewis

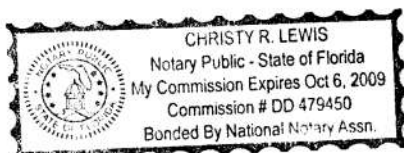
  
Witness Signature

Print Name: Jami Dunlap

State of **FL**

County of **Escambia**

**The Foregoing Instrument Was Acknowledged** before me on **July 16, 2007**, by **Richard R. Collins** who is/are personally known to me or who has/have produced a valid driver's license as identification.



  
NOTARY PUBLIC

Christy Lewis  
Notary Print Name

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

1673941

**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 may additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V, requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made a 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 acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway:

Legal Address of Property: **2324 Dr. Martin Luther King Jr., Drive, Pensacola, Florida 32503**

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

This form completed by **First American Title Insurance Company**  
**2065 Airport Road, Suite 200**  
**Pensacola, Florida 32504**

*Signed, sealed and delivered in our presence:*

Witness Signature

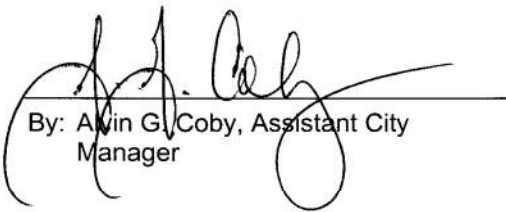
Print Name:

Witness Signature

Print Name:

  
Richard R. Collins

City of Pensacola

  
By: Alvin G. Coby, Assistant City  
Manager

THIS FORM APPROVED BY THE  
ESCAMBIA COUNTY BOARD  
OF COUNTY COMMISSIONERS  
Effective: 4/15/95

**ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM (OSTDS)  
ESCAMBIA COUNTY HEALTH DEPARTMENT**

ATTENTION: Pursuant to Escambia County Code of Ordinances 99-36, in accordance with Section 1-29.180(5) of this Ordinance, the Escambia Health Department (ECHD) must conduct an assessment of the Onsite Sewage Treatment and Disposal System (OSTDS) (Septic Tank) prior to the sale of Property. An approval letter issued by the ECHD must be presented at closing or the property sale or transfer of title.

Legal Address of Property: **2324 Dr. Martin Luther King Jr., Drive, Pensacola, Florida 32503**

Buyer/Seller are aware that the property is on a ( X ) Sewer System ( \_\_\_\_\_ ) Septic Tank

APPROVAL LETTER ATTACHED HERETO ( \_\_\_\_\_ )

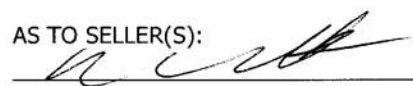
APPROVAL LETTER NOT REQUIRED - PROPERTY NORTH OF WELL LINE ROAD ( \_\_\_\_\_ )

APPROVAL LETTER NOT REQUIRED - PROPERTY IS UNIMPROVED ( \_\_\_\_\_ )

This form completed by:

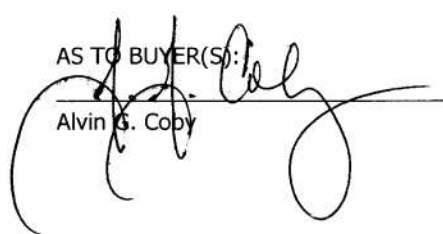
First American Title Insurance Company  
2065 Airport Road, Suite 200  
Pensacola, Florida 32504

AS TO SELLER(S):

  
Richard R. Collins

\_\_\_\_\_

AS TO BUYER(S):


  
Alvin G. Coby

\_\_\_\_\_

19.50  
21.00

Prepared by  
Teri Parsons, an employee of  
First American Title Insurance Company  
2065 Airport Road, Suite 200  
Pensacola, Florida 32504  
(850) 473-0044

OR BK 5251 PG0013  
Escambia County, Florida  
INSTRUMENT 2003-152700

DEED DOC STAMPS PD & ESC CO \$ 21.00  
09/29/03 ERNIE LEE NAGARA, CLERK  
By: 

Return to: Grantee

File No.: 1005-89055

## **WARRANTY DEED**

This indenture made on **September 22, 2003** A.D., by

**James Edward Albritton, a single man**

whose address is: **P16543 NFRC West Unit P.O. Box 628, Lake Butler, FL 32054**  
hereinafter called the "grantor", to

**The City of Pensacola**

whose address is: **P. O. Box 12910, Pensacola, FL 32521**  
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:

**That parcel known as #413 East Yonge Street in the City of Pensacola, Florida, and being Ninety-Seven feet East of Alcaniz Street and running thence Twenty-Eight feet East by a depth of Sixty (60) feet and being a part of Lot Ten (10) in Block One Hundred Thirteen (113) East of Tarragona in the East King Tract, according to the map of Pensacola, copyrighted by Thomas C. Watson in 1906.**

Parcel Identification Number: **00-05-00-9020-008-113**

**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 2003.

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

Yvonne A. Gibbs

James Edward Albritton by Yvonne A. Gibbs, as  
Attorney in Fact

Signed, sealed and delivered in our presence:

Teri L. Parsons  
Witness Signature  
Teri L. Parsons

Print Name: \_\_\_\_\_

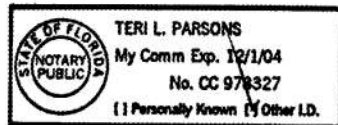
Stacie Wright  
Witness Signature

Print Name: Stacie Wright

State of **Florida**

County of **Escambia**

The Foregoing Instrument Was Acknowledged before me on **September 22, 2003**, by **James Edward Albritton, a single man by Yvonne A. Gibbs as Attorney in Fact** who is/are personally known to me or who has/have produced a valid driver's license as identification.



Teri L. Parsons  
NOTARY PUBLIC  
Teri L. Parsons

Notary Print Name  
My Commission Expires: \_\_\_\_\_

# **RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure may additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V, requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made a 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 acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway: **East Yonge Street**

Legal Address of Property: **400 Block E. Yonge Street, Pensacola, Florida 32501**

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

This form completed by: **First American Title Insurance Company  
2065 Airport Road, Suite 200  
Pensacola, Florida 32504**

*Signed, sealed and delivered in our presence:*

*Cathleen Carney*  
Witness Signature

Print Name: *Cathleen Carney*

*Teri L. Parsons*  
Witness Signature

Print Name: **Teri L. Parsons**

*Yvonne A. Gibbs*  
James Edward Albritton by Yvonne A. Gibbs,  
as Attorney in Fact

The City of Pensacola

*Al Goby*  
By: Al Goby,

THIS FORM APPROVED BY THE  
ESCAMBIA COUNTY BOARD  
OF COUNTY COMMISSIONERS  
Effective: 4/15/95

**ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM (OSTDS)  
ESCAMBIA COUNTY HEALTH DEPARTMENT**

ATTENTION: Pursuant to Escambia County Code of Ordinances 99-36, in accordance with Section 1-29.180(5) of this Ordinance, the Escambia Health Department (ECHD) must conduct an assessment of the Onsite Sewage Treatment and Disposal System (OSTDS) (Septic Tank) prior to the sale of Property. An approval letter issued by the ECHD must be presented at closing or the property sale or transfer of title.

Legal Address of Property: **400 Block E. Yonge Street, Pensacola, Florida 32501**

Buyer/Seller are aware that the property is on a ( \_\_\_\_\_ ) Sewer System ( \_\_\_\_\_ ) Septic Tank

APPROVAL LETTER ATTACHED HERETO ( \_\_\_\_\_ )

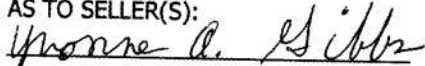
APPROVAL LETTER NOT REQUIRED - PROPERTY NORTH OF WELL LINE ROAD ( \_\_\_\_\_ )

APPROVAL LETTER NOT REQUIRED - PROPERTY IS UNIMPROVED ( X )

This form completed by:

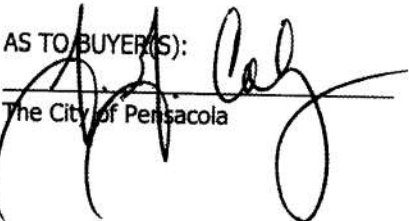
First American Title Insurance Company  
2065 Airport Road, Suite 200  
Pensacola, Florida 32504

AS TO SELLER(S):



James Edward Albritton by Yvonne A. Gibbs,  
as Attorney in Fact

AS TO BUYER(S):



The City of Pensacola

RCD Sep 29, 2003 01:08 pm  
Escambia County, Florida

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2003-152700

Prepared by and Return to:  
Teri Kitchen, an employee of  
First American Title Insurance Company  
2065 Airport Road, Suite 200  
Pensacola, Florida 32504  
(850)473-0044

### **PERSONAL REPRESENTATIVE'S DEED**

This Indenture made on August 03, 2006, by and between

**Edith Malden, as personal representative of the Estate of Gussie Mae Perkins, deceased and  
Edith Malden, as personal representative of the Estate of Henry C. Averhart, deceased**

whose address is: 400 Block East Yonge Street, Pensacola, FL 32503  
hereinafter called the "Grantor", and

#### **City of Pensacola, Florida**

whose address is: P. O. Box 12910, Pensacola, FL 32521  
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: Grantor(s), pursuant to Order Authorizing Sale of the real property shall of the above named  
decedent and in consideration of the sum of Ten Dollars (\$10.00) paid to Grantor(s) by Grantee(s)  
receipt of which is acknowledged, grants, bargains and sells to Grantee(s) and Grantee's heirs and  
assigns forever, the real property in Escambia County, Florida, described as:

Lots Eleven (11) and Twelve (12) of Block One Hundred and Thirteen (113) East King Tract, East of  
Tarragona Street in the City of Pensacola, Escambia County, Florida, according to map of said City  
copyrighted by Thos. C. Watson in 1906.

Parcel Identification Number: **00-05-00-9020-011-113**

**SUBJECT** to covenants, restrictions, easements of record and taxes for the current year.

**Together** with all and singular the tenements, hereditaments, and appurtenances belonging or in  
anywise appertaining to the real property.



**To Have And To Hold** the same to Grantee(s), and Grantee's heirs and assigns, in fee simple forever.

**And** Grantor(s) do covenant to and with the Grantee(s) and Grantee's heirs and assigns, that in all things preliminary to and in and about this conveyance, the terms of decedents Will and the laws of the State of Florida have been followed and complied with in all respects.

**In Witness Whereof**, the undersigned, as personal representative of the estate of said decedent, has executed this instrument under seal on the date aforesaid.

*Walter C. Lee*

Witness Signature

Print Name: Walter C. Lee

*Edith Malden*

Edith Malden, as Personal Representative  
of the Estate of Gussie Mae Perkins, deceased

*Teri Kitchen*

Witness Signature

Print Name: TERI KITCHEN

*Walter C. Lee*

Witness Signature

Print Name: Walter C. Lee

*Edith Malden*

Edith Malden, as Personal Representative  
of the Estate of Henry C. Averhart, deceased

*Teri Kitchen*

Witness Signature

Print Name: TERI KITCHEN

State of Florida

County of Escambia

**THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED** before me on **August 03, 2006**, by **Edith Malden**, as Personal Representative of the Estate of **Gussie Mae Perkins, deceased**, deceased, who is personally known to me or who has produced a valid driver's license as identification.

*Teri Kitchen*

NOTARY PUBLIC

TERI KITCHEN

Notary Print Name

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



State of **Florida**

County of **Escambia**

**THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED** before me on **August 03, 2006**, by **Edith Malden**, as Personal Representative of the Estate of **Henry C. Averhart, deceased**, deceased, who is personally known to me or who has produced a valid driver's license as identification.



*Teri L. Kitchen*  
\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Notary Print Name  
My Commission Expires: \_\_\_\_\_

15-  
2-undk  
2-6

## This Warranty Deed

OR BK 5039 PG0819  
Escambia County, Florida  
INSTRUMENT 2002-042771

Made this 20th day of November A.D. 2002  
by James Colston, Jr. and Patrick Colston  
and Frank Colston and Judith Hinson and  
Lawrence Colston

DEED DOC STAMPS PD @ ESC CO \$ 266.00  
12/30/02 ERNIE LEE WICKHAM, CLERK  
By:

hereinafter called the grantor, to  
The City of Pensacola

whose post office address is: P. O. Box 12910  
Pensacola, Florida 32521

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 \$ 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:

Lots 13, 14, and 15, Block 113, East King Tract, in the City of  
Pensacola, according to Map of said City copyrighted by Thomas  
C. Watson in 1906.

**SUBJECT TO Covenants, restrictions, easements of record and taxes for  
the current year.**

Said property is not the homestead of the Grantor(s) under the laws  
and constitution of the State of Florida in that neither Grantor(s)  
or any members of the household of Grantor(s) reside thereon.

**Parcel Identification Number: 00-08-00-9020-013-113**

**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, 2003

**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:

Name: Witness LINDA G. SALTER

Name: Witness Stacie Wright

Name: Witness

Name: Witness

Name & Address: Patrick Colston

Name & Address: James Colston, Jr. LS

Name & Address: Frank Colston LS

Name & Address: Judith Hinson LS

Name & Address: Lawrence Colston LS

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me this 20th day of November, 2002, by

James Colston, Jr. and Patrick Colston and Frank Colston and Judith  
Hinson and Lawrence Colston  
who is personally known to me or who has produced drivers license as identification.

Notary Public

Print Name:

My Commission Expires:

PREPARED BY: Linda G. Salter  
RECORD & RETURN TO:  
First American Title Insurance Company  
2065 Airport Blvd, Suite 200  
Pensacola, Florida 32504  
File No: 1005-88958

LINDA G. SALTER  
Notary Public-State Of FL  
Comm. Exp. June 17 2003  
Comm. No. CC 840685

**RESIDENTIAL SALES  
ABUTTING ROADWAY  
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made a 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: 2319 N. Davis Street

Legal Address of Property: 2319 N. Davis Street, Pensacola, Florida 32503

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

This form completed by: First American Title Insurance Company  
2065 Airport Boulevard, Suite 200  
Pensacola, Florida 32504

AS TO SELLER(S):

Sylvia M. Johnson  
Sylvia M. Johnson

James Colston, Jr.  
James Colston, Jr.

Patrick Colston  
Patrick Colston

Witness to Seller(s)

Patricia Becton  
Patricia Becton

Dimeris Anzole Diaz  
Dimeris Anzole Diaz

Frank Colston  
Frank Colston

Judith Hinson  
Judith Hinson

AS TO BUYER(S):

Witness to Buyer(s)

Lawrence Colston  
Lawrence Colston

The City of Pensacola

BY Thomas J. Bonfield

Thomas J. Bonfield, City Manager

THIS FORM APPROVED BY THE  
ESCAMBIA COUNTY BOARD  
OF COUNTY COMMISSIONERS  
Effective: 4/15/95

OR BK 5039 PG0821  
Escambia County, Florida  
INSTRUMENT 2002-042771

RCD Dec 30, 2002 08:42 am  
Escambia County, Florida

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2002-042771

**ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM (OSTDS)  
ESCAMBIA COUNTY HEALTH DEPARTMENT**

ATTENTION: Pursuant to Escambia County Code of Ordinances 99-36, in accordance with Section 1-29.180(5) of this Ordinance, the Escambia County Health Department (ECHD) must conduct an assessment of the Onsite Sewage Treatment and Disposal System (OSTDS) (Septic Tank) prior to the sale of Property. An approval letter issued by the ECHD must be presented at closing of property sale or transfer of title.

Legal Address of Property: 2319 N. Davis Street, Pensacola, Florida 32503

Buyer/Seller are aware that the property is on a (x) Sewer System ( ) Septic Tank

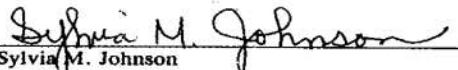
APPROVAL LETTER ATTACHED HERETO ( )

APPROVAL LETTER NOT REQUIRED - PROPERTY NORTH OF WELL LINE ROAD ( )

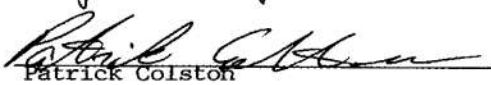
APPROVAL LETTER NOT REQUIRED - PROPERTY IS UNIMPROVED ( )

This form completed by: First American Title Insurance Company  
2065 Airport Boulevard, Suite 200  
Pensacola, FL 32504

AS TO SELLER (S):

  
Sylvia M. Johnson

  
James Colston, Jr.

  
Patrick Colston

  
Frank Colston

AS TO BUYER (S):

  
Judith Hinson

  
Lawrence Colston

The City of Pensacola

BY:   
Thomas J. Bonfield, City Manager



DB 195 P. 256

H.P. CO., 1917, 430-195

State of Florida

Escambia County

(\$3.30 Govt. stamp on cancelled)  
No. 10503 (\$2.90 State stamp on cancelled)

A. M.

Filed for record 26th day of December 1944 at 10:08

## WARRANTY DEED

know all Men by these Presents, That we, J. Whiting Hyer and Emma T. Hyer  
his wife

for and in consideration of the sum of One Dollar and other good and valuable consideration

DOLLARS,

to us in hand paid by The City of Pensacola, a municipal corporation,

the receipt whereof is hereby

acknowledged; have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said

The City of Pensacola, a municipal corporation,  
successors

their heirs and assigns forever, the following described real estate, situate, lying, and being in

County of Escambia, State of Florida, to-wit:

All of Block 116, East King Tract East of Tarragona Street, in The City of Pensacola,  
Florida, according to the Map of Thomas C. Watson, copyrighted in the year 1906.

Together with the improvements thereon, and the hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described premises unto the said The City of Pensacola,  
a municipal corporation, their successors

heirs and assigns, forever, free from all exemption or homestead right or claim of ours, the said grantor, if any such right or claim we possess: And we, the said grantor, for ourselves and our heirs, do covenant with the said grantee, their successors and assigns, that we are well seized of the said property, and have a good right to convey the same; that it is free from any lien or incumbrance in law or equity, and that said grantor shall and will warrant and by these presents forever defend the said premises unto the said grantee, their successors and assigns, against the lawful claims of all and every person or persons whomsoever.

IN TESTIMONY WHEREOF, we have hereunto set our hand and seal this 27 day of October 1944.

Signed, sealed and delivered in the presence of

Regina M. Denk

J. Whiting Hyer (SEAL)

Elbert A. Clubbs

Emma T. Hyer (SEAL)

(SEAL)

(SEAL)

State of Florida

Escambia County

This day, before the undersigned, personally appeared J. Whiting Hyer and Emma T. Hyer,  
husband and wife,

to me well known to be the individual described in and who executed the foregoing Deed of Conveyance, and acknowledged that they executed the same for the uses and purposes therein expressed, and the said Emma T. Hyer wife of the said J. Whiting Hyer upon a

private examination by me held, separate and apart from her said husband, acknowledged and declared that she executed the same freely and voluntarily and without fear or apprehension, compulsion or constraint, of or from her said husband, and for the purpose of relinquishing, renouncing and conveying all her rights of whatever kind in and to the said property.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this 27 day of October A.D. 1944.

(NOTARIAL SEAL)

Elbert A. Clubbs

Notary Public.

My Commission expires 4/4/45



## **MINUTES OF THE PLANNING BOARD**

**June 14, 2022**

**MEMBERS PRESENT:** Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Van Hoose, Board Member Powell, Board Member Villegas

**MEMBERS ABSENT:** Board Member Sampson

**STAFF PRESENT:** Assistant Planning & Zoning Manager Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Help Desk Technician Russo, Deputy City Administrator Forte, Building Official Bilby, Parks and Recreation Director Stills, Administrative Assistant Carlton, Executive Assistant Chwastyk, City Arborist Stultz

**STAFF VIRTUAL:** Senior Planner Statler, Development Services Director Morris

**OTHERS PRESENT:** Margaret Hostetter, Sherri Myers, Carlton Charles, Barbara Charles, Neil Tucker

### **AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from April 12, 2022
- **New Business:**
  - Proposed Amendment to the Tree Ordinance
  - Request for Vacation of Right-of-Way – 400 Block E. Yonge Street
  - Request for Preliminary Plat Approval – Stillman Subdivision
  - Open Forum
  - Discussion
  - Adjournment

### **Call to Order / Quorum Present**

Chairperson Paul Ritz called the meeting to order at 2:01 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

**Approval of Meeting Minutes - Board Member Larson made a motion to approve the April 12, 2022 minutes, seconded by Board Member Powell, and it carried 6:0.**

### **New Business –**

#### **Proposed Amendment to Section 12-6-4(4) – Landscape and Tree Protection (Notice) Of The Code Of The City of Pensacola**

Assistant Planning & Zoning Manager Cannon introduced the item. Chairperson Paul Ritz read the sentence being added to the language. Board Members Grundhoefer and Powell discussed the purpose of the change. Board Member Villegas stated Council Member Myers felt additional language was necessary. Board Member Villegas questioned why there are only two weeks for the posting of the sign. Chairperson Paul Ritz stated that was a separate discussion. Chairperson Paul Ritz introduced Margaret Hostetter to speak. Margaret Hostetter stated that there is confusion regarding notices and sign placement and feels the timing of the notice is ineffective and not enough time is given for a reaction or interaction. Margaret Hostetter concluded by asking Building Official Bilby to explain how this language will change the procedure that has been in effect for notice made to Council Members and to the public through signs. Chairperson Paul Ritz introduced Councilwoman Sherri Myers. Councilwoman Myers stated she is looking to the Planning Board to accomplish the intent of the language that was sent to the Planning Board. Councilwoman Myers gave the example of Sake Café. Councilwoman Myers felt they were a good example of being given ample notice and willingness to preserve trees. Chairperson Paul Ritz wanted clarification from Councilwoman Myers if she wanted the language to change regarding the notice to Council Members as well as the public. Councilwoman Myers stated she would like more opportunity given to the public to have input. Chairperson Paul Ritz stated that prior to approval, in his interpretation, that no approval can be made until that notification period has been completed. Chairperson Paul Ritz asked Assistant City Attorney Lindsay if the Planning Board Members could add or edit the language. Assistant City Attorney Lindsay stated the Board Members can make modifications in their determination. Chairperson Paul Ritz suggested the Board come up with a milestone for notification. Chairperson Paul Ritz suggested a milestone for notification, and a milestone for the sign placement. Board Member Villegas suggested a longer time for sign placement. Chairperson Paul Ritz asked Building Official Bilby if he knew of a legislative time for the sign to be placed. Building Official Bilby stated that the placement of the sign is for two weeks prior to the permit issuance. Chairperson Paul Ritz, Board Member Powell, and Board Member Villegas discussed the time frame for placement of the sign as well as the color of the sign. Chairperson Paul Ritz stated that the direction of the Board is to edit the language beyond what was given them. Board Member Van Hoose suggested there be a 30-day time frame for the sign. Board Member Van Hoose also stated that the word approval needs to be clarified for the council person. Chairperson Paul Ritz asked the Board if they wanted to add a milestone for the notification to the City Council Members. Board Member Villegas proposed the notification be sent immediately upon receiving the plans and further discussion was had. Chairperson Paul Ritz clarified the wording with Assistant Planning & Zoning Manager Cannon. Assistant Planning & Zoning Manager Cannon read the proposed amendments into the record: 1) At such time a tree or landscape plan has been deemed compliant by the designated city arborist, staff shall notify the City Council member for that district. 2) Every sign shall be black lettering on a white background. 3) the sign shall be posted thirty (30) days prior to permit issuance. Board Member Grundhoefer asked Building Official Bilby for clarification of the review process and time frame of plan reviews. Board Member Grundhoefer suggested that the plan review be completed before the notification is given. Board Member Villegas asked if notification should be given upon examination as Board Member



Grundhoefer suggested. Consensus was reached and Assistant Planning & Zoning Manager Cannon confirmed the wording to be that at such time a tree and landscape plan has been deemed compliant by the City's designated Arborist, the staff shall notify the City's councilperson. The Board Members agreed to a 30-day time period for the placement of the sign instead of two weeks and that the sign have black lettering with a white background. **Board member Villegas made a motion to approve, seconded by Board Member Powell, and it carried 6:0.**

#### **Request for Vacation of Right-Of-Way - 400 Block E. Yonge Street**

Deputy City Administrator Forte discussed an upcoming project at Magee Field. Deputy City Administrator provided clarification as to why a Vacation of Right-Of-Way would benefit Parks & Recreation and the City. To appropriate funding, it would need to be under one parcel. Deputy City Administrator Forte clarified that vacating the Yonge Street Right-Of-Way would allow the city owned parcel to the South of Yonge Street to be incorporated into Magee Field. Board Member Grundhoefer asked if Yonge Street was already vacated, Deputy City Administrator Forte stated it was not. Deputy City Administrator Forte stated the city would maintain a utility easement after the Vacation of Right-Of-Way. Carlton Charles would like the parking problem at Magee Field to be addressed, Deputy City Administrator Forte is aware of the problem and the city is working to address it. **Vice Chairperson Larson made a motion to approve the request, seconded by Board member Grundhoefer, and it carried 6:0.**

#### **Request for Preliminary Plat Approval – Stillman Subdivision**

Chairperson Paul Ritz asked city staff if all the lots in the purposed subdivision met all the requirements of R-1A, Assistant Planning & Zoning Manager Cannon answered yes. Assistant Planning & Zoning Manager Cannon reminded the board members that this is a preliminary plat approval. Neil Tucker spoke on behalf of Geci & Associates. Chairperson Paul Ritz noted the fire department had no issue with the short dead end road configuration. Neil Tucker stated the comments from the fire department came because of early submission to the Engineering Department. Board Member Grundhoefer asked if they were putting in a cul-de-sac, Neil Tucker stated it's not required because of the length. Board Member Villegas asked for the requirements for runoff when a development is adjacent to a water way and if the subdivision would be clear cut. Neil Tucker stated they would be clearing the Right-Of-Way and stormwater pond. Board Member Grundhoefer asked if easements were for drainage, Neil Tucker answered yes. Board Member Grundhoefer asked if the developer was leaning towards townhomes or single-family dwellings, Neil Tucker answered townhomes. **Board Member Powell made a motion to approve the request, seconded by Board member Grundhoefer, and it carried 6:0.**

**Open Forum – none**

**Discussion –** Board Member Grundhoefer asked about the previous project on Palafox,

Assistant Planning & Zoning Manager Cannon stated the project was put on hold. Discussion ensued regarding the time frame for approval for projects coming back before the Board. Board Member Grundhoefer inquired about the Gregory Street project, formerly known as Franco's, Assistant Planning & Zoning Manager Cannon provided further information regarding the project.

**Adjournment** – With no further business, the Board adjourned at 3:52 p.m.

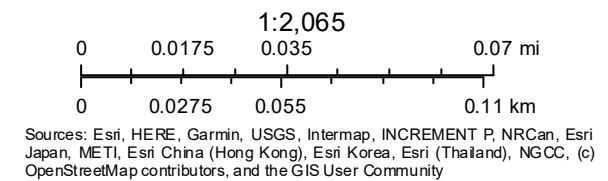
Respectfully Submitted,

Cynthia Cannon, AICP  
Assistant Planning Director  
Secretary of the Board

# Yonge Street @ Magee Field Park ROW Vacation Map



June 28, 2022





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00757

City Council

7/21/2022

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Grover C. Robinson, IV, Mayor  
Delarian Wiggins, Council Vice President

**SUBJECT:**

TRANSFER OF AMERICAN RESCUE PLAN ACT (ARPA) FROM VARIOUS PROJECTS TO FUND THE STUDER COMMUNITY INSTITUTE'S INITIATIVE "THE SPRING"

**RECOMMENDATION:**

That City Council authorize the Mayor to transfer funds within the American Rescue Plan Act (ARPA) Fund to provide funding for expenses the Studer Community Institute's initiative called "The Spring."

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The Spring Entrepreneur Hub exists to empower, connect and grow small businesses in the Pensacola area, serving as the front door to our community's entrepreneurial ecosystem. The Spring focuses on three key areas-mentorship, connection to resources, and scaling/acceleration - to bring unprecedented structure and aid to local small businesses in our area.

Funding will enable The Spring to continue to assist entrepreneurs to grow, scale and expand businesses. With this growth comes the addition/creation of new jobs. Funding from the City will be vital to the Institute's work serving entrepreneurs and businesses and would allow research and education into the landscape of the minority business community.

**PRIOR ACTION:**

June 17, 2021 - City Council appropriated funding in relation to ARPA for the recovery of revenue loss, grant compliance and administration and facility improvements.

July 15, 2021 - City Council appropriated funding in relation to ARPA for premium pay and employee vaccination incentive pay.

August 12, 2021 - City Council appropriated funding in relation to ARPA for the design and construction of the skateboard park at the Hollice T. Williams Park.

August 12, 2021 - City Council appropriated funding in relation to ARPA for Stormwater, Drainage, and Sewer Abatement and Citizen Assistance.

November 18, 2021 - City Council appropriated funding in relation to premium pay for City employees.

February 10, 2022 - City Council transferred \$150,000 from the Marina project for the closure of the I-110 camp.

May 12, 2022 - City Council transferred \$127,000 from a Marina project to the Baylen Slip project and adopted a Supplemental Budget Amendment resolution affecting the same.

July 21, 2022 - City Council transferred \$211,475 from the Scenic Highway land purchase project to fund 50% of a restroom facility on Palafox.

**FUNDING:****From:**

Sceni	10,565.00
II10 E	27,675.00
Prem	7,140.00
Empl	611.00
Phon	29,009.00
Total	\$75,000.00

**To:**

Stude	75,000.00
Total	\$75,000.00

**FINANCIAL IMPACT:**

Funding will be moved from the completed or outdated projects to fund \$75,000 for The Spring.

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Amy Miller, Assistant City Administrator  
Amy Lovoy, Finance Director

**ATTACHMENTS:**

None

**PRESENTATION:** No





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 22-00685

City Council

7/21/2022

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

CITY COUNCIL CONSENT TO THE MAYOR'S APPOINTMENT OF FRED CRENSHAW AS SANITATION SERVICES AND FLEET MANAGEMENT DIRECTOR FOR THE CITY OF PENSACOLA.

**RECOMMENDATION:**

That City Council consent to the Mayor's appointment of Fred Crenshaw as Sanitation Services and Fleet Management Director of the City of Pensacola in accordance with the City Charter Section 4.01 (a)(7).

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On February 1, 2022, Fred Crenshaw was named Interim Director of Sanitation Services and Fleet Management. Since that time, he has served as the acting department director, overseeing the City's sanitation services, fleet management, and code enforcement divisions.

In recognition of the tremendous job Fred has done as Interim Director, the Mayor has named him as his selection to lead Sanitation Services and Fleet Management permanently. City Charter Section 4.01 (a) (7) - Powers and Duties of the Mayor states that the Mayor has the power to "appoint the head of each department, with the consent of the City Council by an affirmative vote of a majority of City Council Members."

Fred began his career with the City on Christmas Eve 2001 as a Sanitation Equipment Operator. Over the years, he has worked his way up to progressively more responsible positions. Prior to being named Interim Director, Fred led the day-to-day operations of residential garbage, recycling, yard trash, bulk collections, and the City's refuse transfer station, including management of the 30 City employees who work in those divisions.

Fred is a Pensacola native and a graduate of Pensacola High School.

**PRIOR ACTION:**



None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Funding for this position is appropriated in the Sanitation Services and Fleet Management budget.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

6/15/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator

Amy Miller, Deputy City Administrator - Administration & Enterprise

**ATTACHMENTS:**

None.

**PRESENTATION:** No





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00754

City Council

7/21/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

ACQUISITION OF REAL PROPERTY - 2700 BLK DR. MARTIN LUTHER KING JR. DRIVE

**RECOMMENDATION:**

That City Council approve the purchase of real property located at 2700 Block Dr. Martin Luther King Jr. Drive (Parcel No. 000S009020180146) from Fellowship Prayer Temple Inc. for \$190,000 plus an estimated \$9,500 in closing costs for a total amount of \$199,500. Further, that City Council authorize the Mayor to take all necessary actions and execute documents related to the acquisition of the property.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

In April 2022, City and CRA staff became aware of the listing for sale of the property at 2700 Blk Dr. Martin Luther King Jr. Drive, located at the corner of Dr. Martin Luther King Jr. Drive and Cross Street near the I-110 overpass. The parcel is approximately 0.48 acres and zoned R-NC (Residential/Neighborhood Commercial). The owners listed the property at \$233,750. A preliminary search of public records showed no current or pending liens or litigation involving the parcel as of June 2022.

Funds under CRA's purview are available to purchase this parcel, which is located in the Eastside Redevelopment Area. The utilization of these CRA funds for this acquisition is submitted to be approved via Resolution at the CRA Board Meeting being held on July 18, 2022 and via Resolution to the City Council on July 21, 2022. The property will be used for the new Attainable Housing Infill Program and should be able to accommodate five to six homes under the Program.

Sherrill Appraisal Company conducted an appraisal in June 2022, and the appraised value of the parcel is \$190,000. The new owners have accepted the City's offer. Also, a Phase I Environmental Site Assessment (ESA) will be completed prior to closing, as part of the due diligence per the City's Property Acquisition Policy.

**PRIOR ACTION:**

None

**FUNDING:**

Budget:	\$ 91,121	2017 Eastside Bond Proceeds
	<u>108,379</u>	Eastside TIF
	<u>199,500</u>	

Actual:	\$ 190,000	Land Purchase
	<u>9,500</u>	Est. Closing Costs
	<u>199,500</u>	

**FINANCIAL IMPACT:**

Funds are available from the 2017 Eastside Redevelopment Bonds and the Eastside TIF Fund. Pending approval of the Resolutions regarding the use of these funds, the CRA funds used for the acquisition will be from the Eastside Redevelopment Trust Fund (Eastside TIF) and the Eastside Redevelopment Revenue Bond, Series 2017 (2017 Eastside Bond).

With the acquisition of this property for use in the Attainable Housing Infill Program, the City will receive the benefit of the eventual homes being added to the tax rolls.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

7/8/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
David Forte, Deputy City Administrator - Community Development  
Amy Lovoy, Finance Director

**ATTACHMENTS:**

- 1) Aerial and Parcel Info - 2700 Blk MLK
- 2) Appraisal

**PRESENTATION:** No

General Information		Assessments				
<b>Parcel ID:</b>	000S009020180146	<b>Year</b>	<b>Land</b>	<b>Imprv</b>	<b>Total</b>	<b><u>Cap Val</u></b>
<b>Account:</b>	134477000	2021	\$38,250	\$0	\$38,250	\$38,250
<b>Owners:</b>	FELLOWSHIP PRAYER TEMPLE INC	2020	\$38,250	\$0	\$38,250	\$38,250
<b>Mail:</b>	2710 DR MARTIN L KING JR DR PENSACOLA, FL 32503	2019	\$38,250	\$0	\$38,250	\$38,250
<b>Situs:</b>	2700 BLK DR MARTIN LUTHER KING JR 32503	<a href="#">Disclaimer</a>				
<b>Use Code:</b>	VACANT RESIDENTIAL	<a href="#">Market Value Breakdown Letter</a>				
<b>Taxing Authority:</b>	PENSACOLA CITY LIMITS	<a href="#">Tax Estimator</a>				
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>	<a href="#">File for New Homestead Exemption Online</a>				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						

Sales Data		MLS Listing #591288				2021 Certified Roll Exemptions	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	RELIGIOUS	
02/19/2009	6429	57	\$35,000	WD		<b>Legal Description</b> LT 18 19 20 21 22 & 23 BLK 146 EAST KING TRACT OR 5353 P 904 OR 6429 P 57 CA 62	
12/23/2008	6411	211	\$6,643	WD			
01/28/2008	6283	145	\$100	CJ		<b>Extra Features</b> None	
02/2004	5353	904	\$45,000	WD			
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller							

**Parcel Information**

Section Map Id: [CA062](#)

Approx. Acreage: 0.4843

Zoned: R-NC

Evacuation & Flood Information  
[Open Report](#)

Launch Interactive Map

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

Buildings
Images
None

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.



Parcel ID: 000S009020180146  
Account: 134477000  
Section Map: CA062  
MLS #: 591288  
Situated: 2700 BLK DR MARTIN LUTHER KING JR  
Complex: EAST KING TRACT  
Owner: FELLOWSHIP PRAYER TEMPLE INC  
Mailing Address:  
2710 DR MARTIN L KING JR DR  
PENSACOLA, FL 32503  
Last Sale: 2/19/2009 \$35,000  
Property Use: VACANT RESIDENTIAL  
Approx. Acreage: 0.4843 ac  
Bldg. Count: 0  
Total Heated Area: 0 sf  
Zoned: R-1C  
Taxing Auth: PENSACOLA CITY LIMITS  
Schools:  
Elem: OJ SEMMES  
Jr: WORKMALL  
High: WASHINGTON

**RESTRICTED APPRAISAL REPORT**

**OF A**

**VACANT LAND PARCEL**

**LOCATED IN THE**

**2700 BLOCK OF DR. MARTIN LUTHER KING, JR. DRIVE**  
**PENSACOLA, ESCAMBIA COUNTY, FLORIDA 32503**

**EXCLUSIVELY FOR**

**CITY OF PENSACOLA**

**AS OF**

**MAY 6, 2022**

**BY**

**CHARLES C. SHERRILL, JR., MAI**  
**STATE - CERTIFIED GENERAL APPRAISER #RZ1665**

**2803 EAST CERVANTES STREET, SUITE C**

**PENSACOLA, FLORIDA**

**32503**

## **RESTRICTED APPRAISAL REPORT**

*The subject property consists of a vacant land parcel that is located in the 2700 Block of Dr. Martin Luther King, Jr. Drive in Pensacola. The property is currently listed for sale with a real estate broker, and the client is interested in the purchase of the subject property at a yet-undetermined price.*

*The three traditional approaches to value real estate are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Vacant land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of subject improvements, the Cost Approach was not applicable to this appraisal. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.*

*The subject property is comprised of a vacant land parcel with no lease encumbrances. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report.*

*Furthermore, this is a Restricted Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it might not include detailed or complete discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. It should be emphasized that the rationale for how the appraiser arrived at the opinions and conclusions that are set forth in this report may not be properly understood without the additional information in the appraiser's work file. The appraiser is not responsible for unauthorized use of this report.*

***Coronavirus Disease 2019 (Covid-19) is an extremely serious illness that has very rapidly become a world-wide pandemic. It has had a significant effect on the health and financial well-being in recent weeks of all humans throughout the world. The spread of this new coronavirus is being monitored by the Centers for Disease Control (CDC), the World Health Organization, and numerous other health organizations across the globe. This virus has caused extreme detriment to the overall economic conditions of communities throughout the world. However, as of the effective date of this appraisal, the subject property value is not considered to have been impacted by the coronavirus.***

**CLIENT:** City of Pensacola  
Attention: Ms. Deana Stallworth  
Property Lease Manager  
222 West Main Street  
Pensacola, Florida 32502

**APPRAISER:** Charles C. Sherrill, Jr., MAI  
State - Certified General Appraiser #RZ1665  
Sherrill Appraisal Company  
2803 East Cervantes Street, Suite C  
Pensacola, FL 32503

**APPRAISAL FILE NUMBER:** N222-0046

**PROPERTY LOCATION:** 2700 Block of Dr. Martin Luther King, Jr. Drive,  
Pensacola, Escambia County, Florida, 32503

**PROPERTY TYPE/CURRENT USE:** Vacant Land Parcel

**REPORTED PROPERTY OWNER:** Fellowship Prayer Temple, Inc.

**OCCUPANT:** Not Applicable

**SALES HISTORY:** The subject property is currently owned by Fellowship Prayer Temple, Inc. According to the public records, the subject property was acquired by the current owner prior to 2010. The appraiser is unaware of any sales transactions of the property in the five years preceding the effective date of this valuation. However, the subject property is being marketed for sale by Coldwell Banker Realty at a price of \$233,750. A copy of the current listing data sheet of the subject is presented in the addendum of this appraisal report. The client is interested in the purchase of the subject property.

**LEGAL DESCRIPTION:** A legal description of the subject property obtained from the Escambia County Property Appraiser's Office is presented in the addendum of this appraisal report.

**TAX ACCOUNT NUMBER:** 13-4477-000

**PARCEL IDENTIFICATION NO.:** 00-0S-00-9020-180-146



**PROPERTY DESCRIPTION:** The subject property is located at the northwest corner of Dr. Martin Luther King, Jr. Drive and East Cross Street. The corner parcel is rectangular in shape. The site apparently has approximately 169 feet of frontage on the west side of Dr. Martin Luther King, Jr. Drive and 125 feet of frontage on the north side of East Cross Street. The western boundary of the property adjoins the right-of-way of the elevated Interstate 110. Some traffic noise can be heard at the subject property from this well-travelled roadway, but its elevated characteristic is considered to reduce a majority of this noise.

According to the Escambia County Property Appraiser's Office, the property contains 0.4843 acre. This equates by calculation to a land area of 21,096 square feet. The parcel is comprised of six individual platted lots within Block 146 of the East King Tract. Five of these lots have a size of 30 feet by 125 feet (3,750 square feet of land area), and the sixth is approximately 19 feet by 125 feet.

The property is level and cleared, and it appears to have satisfactory drainage. Public sanitary sewer service is reported to be available to the subject. The public utilities available to the site are considered to be adequate. It appears that the parcel is not located within a designated flood area (Flood Zone X; Flood Panel Map #12033C0380G).

Dr. Martin Luther King, Jr. Drive is a two-laned roadway with singular-directional traffic (south-bound) in front of the subject. East Cross Street is a two-laned roadway with two-way traffic. Overall access and visibility of the property are concluded to be adequate. The average daily traffic count on Dr. Martin Luther King, Jr. Drive in the vicinity of the subject of approximately 3,000 vehicles is considered to be relatively moderate.

The property is zoned R-NC; Residential/Neighborhood Commercial under the zoning ordinances of the City of Pensacola. Permitted land uses within the subject zoning district include single-family residential, multiple-family residential, offices, retail, liquor package store, restaurants, churches, banks, motels, appliance repair shops, gasoline service stations, and automobile service garages which perform minor repairs. The property has a Future Land Use Classification of R.N.C.; Residential Neighborhood Commercial.

**CURRENT PROPERTY**

**TAX ASSESSMENT:**

38,250; It should be noted that the current property owner is exempt from paying real estate taxes based upon its religious/church status.

**ZONING CLASSIFICATION:**

R-NC; Residential/Neighborhood Commercial

**FUTURE LAND USE**

**CLASSIFICATION:**

R.N.C.; Residential Neighborhood Commercial

**HIGHEST AND BEST USE AS**

**VACANT:**

Residential

**HIGHEST AND BEST USE AS**

**IMPROVED:**

Not Applicable

<b>ESTIMATED EXPOSURE TIME:</b>	6 to 9 Months
<b>ESTIMATED MARKETING TIME:</b>	6 to 9 Months
<b>TYPE AND DEFINITION OF VALUE:</b>	The purpose of this appraisal is to estimate the market value of the subject property as defined by federal financial institutions regulatory agencies as well as the Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C.
<b>INTENDED USER OF APPRAISAL REPORT:</b>	City of Pensacola; No other party is entitled to rely upon this report without written consent of the appraiser.
<b>INTENDED USE OF REPORT:</b>	For the sole purpose of assisting the client, City of Pensacola, in internal business decisions concerning the possible purchase of the subject property.
<b>PROPERTY INTEREST VALUED:</b>	Fee Simple Title (defined as absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, taxation, and/or any easements that may be present on the property).
<b>DATE OF PROPERTY INSPECTION:</b>	May 6, 2022
<b>EFFECTIVE DATE OF VALUE:</b>	May 6, 2022
<b>DATE OF APPRAISAL REPORT:</b>	June 15, 2022
<b>MARKET VALUE CONCLUSION:</b>	\$190,000 (Value of property as vacant, subject to the appraisal assumptions and limiting conditions that are presented in the addendum of this appraisal report)

## **SCOPE OF WORK PERFORMED IN THIS APPRAISAL ASSIGNMENT:**

The three traditional approaches to value real estate are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Vacant land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of subject improvements, the Cost Approach was not applicable to this appraisal. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.

In performing this appraisal of the subject property, Charles C. Sherrill, Jr., MAI first identified the appraisal problem to be solved. Based upon the property type and intended use of this appraisal, the appraiser determined and performed the scope of work necessary to develop assignment results that were credible, and disclosed this scope of work in the appraisal report. In doing so, the appraiser inspected the subject property, conducted a telephone interview with both the designated property contact (client) and the listing real estate agent, and researched and analyzed comparable land sales and offerings of comparable properties in the local area. This information was applied in the Sales Comparison Approach to valuation, and it was given sole consideration in the market value conclusions. This particular scope of appraisal work is considered to be sufficient to achieve credible assignment results.

This is a Restricted Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it might not include detailed or complete discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. It should be emphasized that the rationale for how the appraiser arrived at the opinions and conclusions that are set forth in this report may not be properly understood without the additional information in the appraiser's work file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for unauthorized use of this report.

## **ATTACHMENTS:**

Attached are a summary of the Sales Comparison Analysis, the assumptions and limiting conditions of this appraisal, the certification of the appraiser, subject photographs, location maps, a site plan, a plot plan, a copy of an aerial photograph, a legal description, the Multiple Listing Data Sheet for the subject, a wetlands map, a flood zone map, zoning maps, a contour map, a summary of the comparable land sales, site plans and aerial photographs of the comparable sales, a corresponding comparable location map, and the appraiser's professional qualifications.

## SUMMARY OF LAND VALUATION ANALYSIS:

A summary of the data pertaining to vacant land sales and offerings considered to be similar to the subject is presented below. Summary information pertaining to each of these comparables, site plans and aerial photographs, and a location map are presented at the conclusion of this appraisal report. It should be noted that the current listing of the subject property has been included in this analysis.

COMP RECORD			DATE OF	SALE		PRICE/
<u>NO.</u>	<u>NO.</u>	<u>LOCATION</u>	<u>SALE</u>	<u>PRICE</u>	<u>SQ. FT.</u>	<u>SQ. FT.</u>
1	601966	1016 North D Street	01/26/22	\$54,900	7,732	\$7.10
2	587633	2625 North 8 <sup>th</sup> Avenue	06/31/21	\$70,000	9,361	\$7.48
3	602869	1115 North B Street	02/18/22	\$63,000	5,841	\$10.79
4	1398	2700 Block of Dr. Martin Luther King, Jr. Drive (Current Offering – Subject)	05/06/22	\$233,750	21,096	\$11.08

The above land sales represent properties considered generally comparable to the subject. These parcels range in size from 5,841 to 21,096, square feet, which is generally smaller than the size of the subject. All are suitable for a residential type of use, and they range in size from 1.5 to 6 home sites. Each is located throughout the general subject area. These comparables range in price from \$54,900 to \$233,750, which equates to a unit price of \$7.10 to \$11.08 per square foot. However, the current offering of the subject reflects the upper end of this indicated unit price range.

In this analysis, price adjustments were considered for such dissimilarities as property rights conveyed, atypical financing, conditions of the sale, market conditions (time), location, land size, shape, access/exposure, topography, utilities availability, and zoning. After these necessary price adjustments were made for dissimilarities, when compared to the subject, a unit value of \$8.25 to \$11.08 per square foot results for the subject. When placing least emphasis on the current offering of the subject (Comparable No. 4), a more narrow value range of \$8.25 to \$10.87 per square foot results for the subject.

In placing equal weight on each of the three sales, a unit value towards the middle to lower end of the above range is concluded to be appropriate for the subject. Therefore, a value of \$9.00 per square foot is estimated for this valuation. This concluded unit value is well-bracketed by both the adjusted and the unadjusted unit price ranges of the comparables, is considered to be reasonable based upon property characteristics and current market conditions.

The estimated value of the subject property from this sales comparison analysis is shown below. A grid summarizing the price adjustments is presented on the following page of this appraisal report.

$$\begin{array}{rclclcl} 21,096 \text{ SQ. FT.} & & \times & & \$9.00/\text{SQ. FT.} & & = & & \$189,864 \\ & & & & \text{ROUNDED:} & & & & \underline{\underline{\$190,000}} \end{array}$$

The above total land value estimate is well within the total sales price range of \$54,900 to \$233,750 that is indicated by the above comparables. This is concluded to be reasonable based upon the overall characteristics of the subject property, along with the current market conditions. Furthermore, it equates to \$31,667 per allowable home site. This is considered to be reasonable based upon the above comparable sales and the overall characteristics of the subject parcel. The comparable sales have an indicated price per lot which ranges from \$25,000 to \$40,000.

c21-0046L

<b>SUMMARY OF LAND SALES ADJUSTMENTS</b>
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	Comp. No. 1	Comp. No. 2	Comp. No. 3	Comp. No. 4
Index Number	601966	587633	6002869	1398
Total Sales Price	\$54,900	\$70,000	\$63,000	\$233,750
Square Feet	7,732	9,361	5,841	21,096
Price Per Square Foot	\$7.10	\$7.48	\$10.79	\$11.08
<u>Price Adjustments</u>				
Property Rights Conveyed	0%	0%	0%	0%
Adjusted Unit Price	\$7.10	\$7.48	\$10.79	\$11.08
Atypical Financing Terms	0%	0%	0%	0%
Adjusted Unit Price	\$7.10	\$7.48	\$10.79	\$11.08
Conditions of Sale	0%	0%	-5%	0%
Adjusted Unit Price	\$7.10	\$7.48	\$10.25	\$11.08
Market Conditions (Time)	1%	3%	1%	0%
Adjusted Unit Price	\$7.17	\$7.70	\$10.35	\$11.08
<u>Adjustments- Physical Characteristics</u>				
Location	10%	--	--	--
Size of Site	-10%	-10%	-15%	--
Shape of Site	--	--	--	--
Access/Road Frontage	--	5%	5%	--
Topography	--	--	--	--
Utilities Availability	--	--	--	--
Zoning	15%	15%	15%	--
Other Features	--	--	--	--
Cumulative (Net) Adjustments	15%	10%	5%	0%
Adjusted Price Per Square Foot	\$8.25	\$8.47	\$10.87	\$11.08
				(Subject Listing)

## **ASSUMPTIONS AND LIMITING CONDITIONS:**

This appraisal and the appraiser's certification that follows is subject to the following assumptions and limiting conditions:

1. The three traditional approaches to value real estate are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Vacant land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of subject improvements, the Cost Approach was not applicable to this appraisal. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.
2. This is a Restricted Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it might not include detailed or complete discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. It should be emphasized that the rationale for how the appraiser arrived at the opinions and conclusions that are set forth in this report may not be properly understood without the additional information in the appraiser's work file. The appraiser is not responsible for unauthorized use of this report.
3. The client is the party who engages an appraiser (by employment or contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identifies them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
4. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report. The property is appraised as though free and clear of any or all liens and encumbrances unless otherwise stated in this report. Responsible ownership and competent property management are assumed unless otherwise stated in this report. Typical mortgage loan encumbrances and utility easements are assumed to exist.
5. If the property is improved, it is assumed that the structural and mechanical components of the building are in good condition and operating properly, unless reported otherwise.

6. The information furnished by others is believed to be accurate, true, and reliable. However, no warranty is given for its accuracy.
7. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover such conditions.
9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
11. It is assumed that all required licenses, certificates of occupancy consents, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained this report are based.
12. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made by the appraiser for the purpose of this report.
13. It is assumed that the utilization of the land and improvement is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
14. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substance should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substance such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.



15. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communication barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
16. The appraiser warrants only that the value conclusion is his best opinion estimate as of the exact day of valuation. For prospective value estimates, the appraiser cannot be held responsible for unforeseeable events which might alter market conditions prior to the effective date of the appraisal.
17. Any proposed improvements are assumed to be completed in good workmanlike manner in accordance with the submitted plans and specifications.
18. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
19. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used, or reproduced in part or its entirety, for any purpose by any person other than the **City of Pensacola** without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
20. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
21. Use of this appraisal constitutes acceptance of the stated limiting conditions and assumptions. The appraiser's liability extends to the current client and not to subsequent users of the appraisal.
22. The Americans with Disabilities Act (ADA) became effective January 26, 1992. For improved properties, we have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirement of ADA in estimating the value of the property.
23. The appraiser certifies that he has no debt relationship with the **City of Pensacola**.

24. This valuation is contingent upon there being no contamination of the soil due to any source, including but not limited to underground tanks, if any.
25. This appraisal is contingent upon a survey, legal description, and land area calculation being prepared by a qualified and properly licensed engineer to indicate the subject property to be basically the same as described in this appraisal report.
26. The appraisal does not include Furniture, Fixtures, or Equipment (F F & E).
27. Coronavirus Disease 2019 (Covid-19) is an extremely serious illness that has very rapidly become a world-wide pandemic. It has had a significant effect on the health and financial well-being in recent weeks of all humans throughout the world. The spread of this new coronavirus is being monitored by the Centers for Disease Control (CDC), the World Health Organization, and numerous other health organizations across the globe. This virus has caused extreme detriment to the overall economic conditions of communities throughout the world. However, as of the effective date of this appraisal, the subject property value is not considered to have been impacted by the coronavirus. The appraiser has reviewed available market surveys and performed on-going interviews recently with various knowledgeable market participants (such as real estate brokers, owners, developers, and lenders) to closely monitor this issue.

#### **EXTRAORDINARY APPRAISAL ASSUMPTIONS:**

There are no extraordinary assumptions of this appraisal.

#### **HYPOTHETICAL CONDITIONS OF THE APPRAISAL:**

There are no hypothetical conditions of this appraisal.

## **CERTIFICATION OF THE APPRAISER**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property (as vacant land) that is the subject of this appraisal report.
- I have performed no services as an appraiser, or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
- No one provided significant real property appraisal assistance to the person signing this appraisal report and certification.
- I currently hold an appropriate state license or certification allowing the performance of real estate appraisals in connection with federally related transactions of properties located in Florida.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the State of Florida for state-certified appraisers.

The Appraisal Institute and the State of Florida conduct mandatory programs of continuing education for its designated members and licensees, respectively. Appraisers who meet the minimum standards of these programs are awarded periodic educational certification. As of the date of this report, I have completed the requirements of the continuing education programs for designated members of the Appraisal Institute, and of the State of Florida, respectively.

The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission, as well as the Appraisal Institute.

A handwritten signature in blue ink, appearing to read "Charles C. Sherrill, Jr.", followed by a stylized flourish or mark.

---

Charles C. Sherrill, Jr., MAI  
State - Certified General Appraiser #RZ1665



Ron DeSantis, Governor

Julie I. Brown, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**FLORIDA REAL ESTATE APPRAISAL BD**

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

**SHERRILL, CHARLES C JR PA**

2803 EAST CERVANTES STREET SUITE C  
PENSACOLA FL 32503

**LICENSE NUMBER: RZ1665**

**EXPIRATION DATE: NOVEMBER 30, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



## **PHOTOGRAPHS OF SUBJECT PROPERTY**



Front View of Subject Property (From Dr. Martin Luther King Jr. Drive)



Side of Subject Property (From East Cross Street)

## PHOTOGRAPHS OF SUBJECT PROPERTY

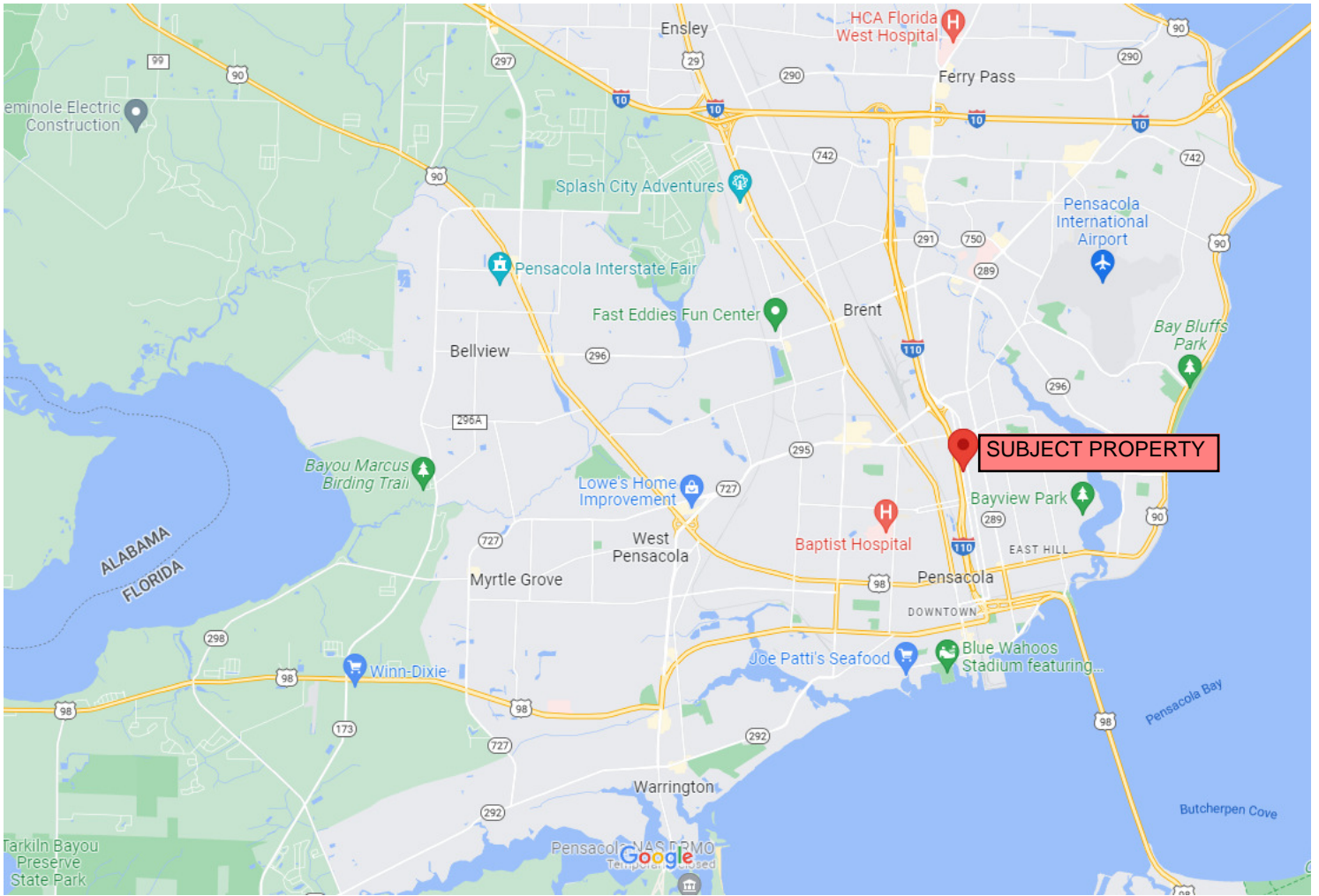


View of Interior of Subject Parcel

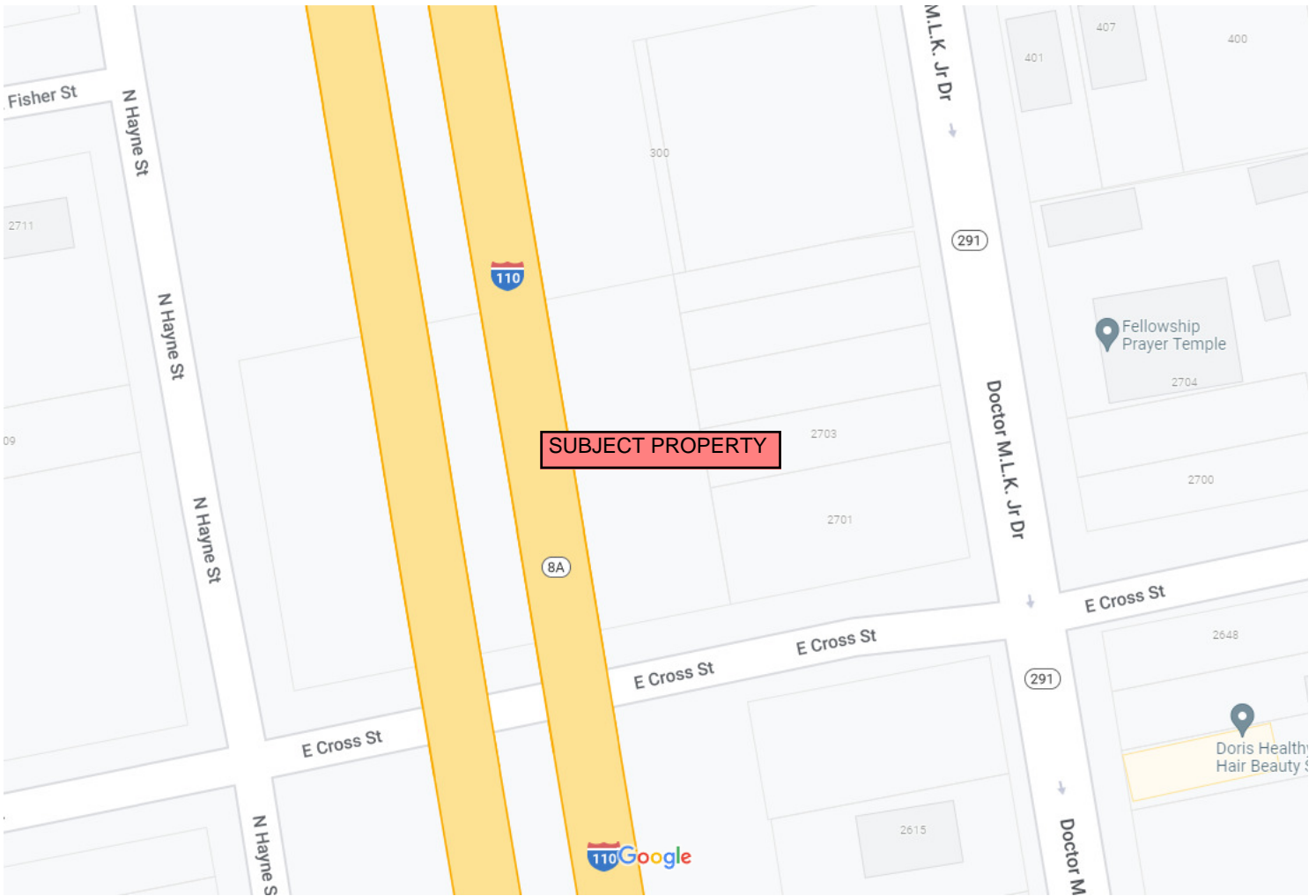


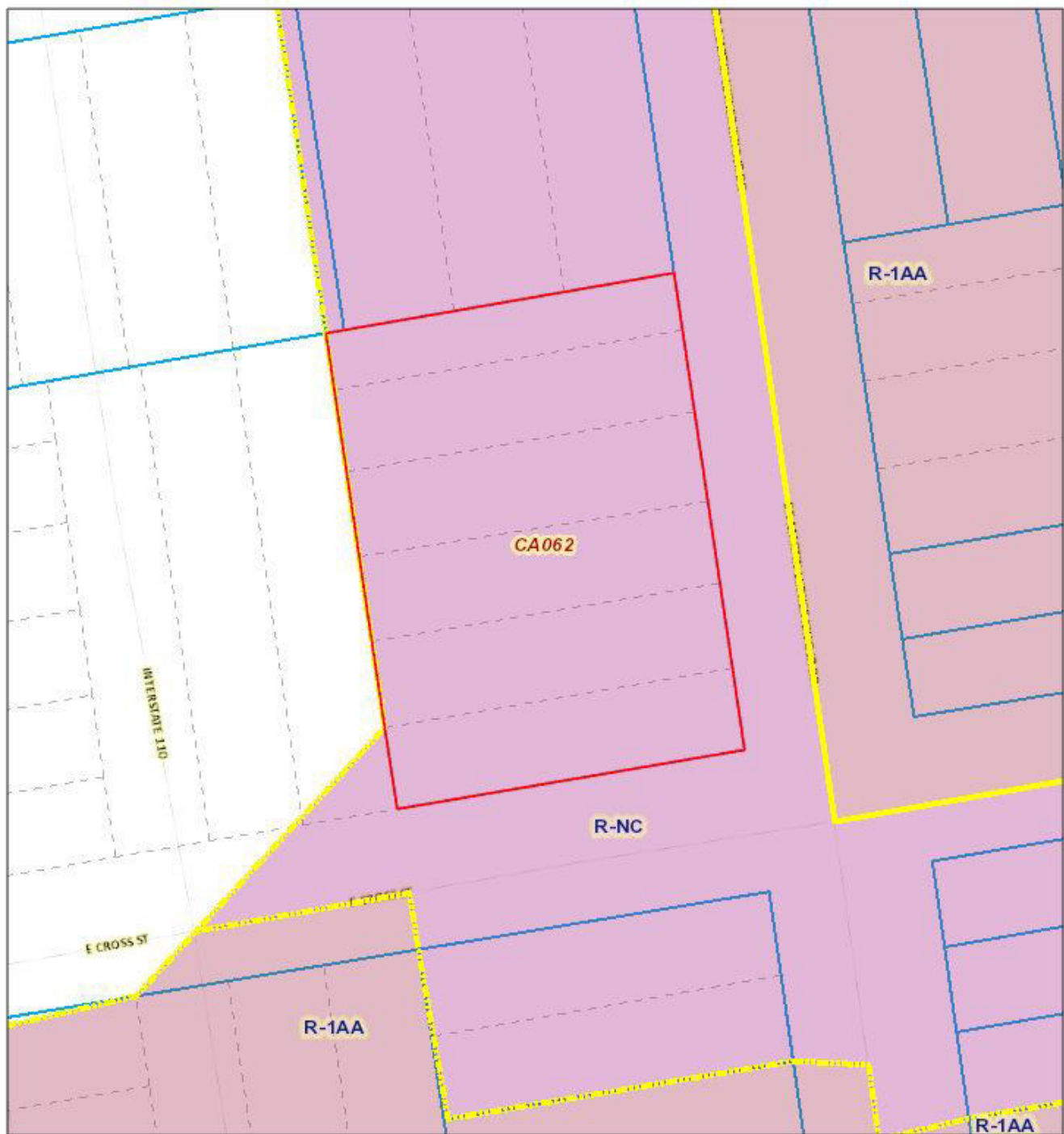
Subject Street Scene From Dr. Martin Luther King Jr. Drive



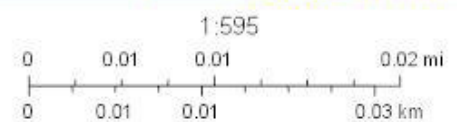
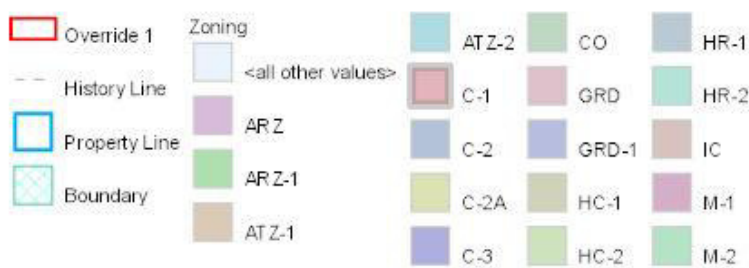








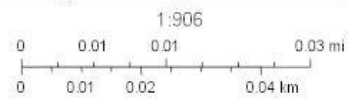
June 13, 2022





May 10, 2022

- Override 1
- Property Line
- Right of Way
- Boundary
- Map Grid



[Restore Full Version](#)

General Information						Assessments					
Parcel ID:	000S009020180146					Year	Land	Imprv	Total	Cap Val	
Account:	134477000					2021	\$38,250	\$0	\$38,250	\$38,250	
Owners:	FELLOWSHIP PRAYER TEMPLE INC					2020	\$38,250	\$0	\$38,250	\$38,250	
Mail:	2710 DR MARTIN L KING JR DR PENSACOLA, FL 32503					2019	\$38,250	\$0	\$38,250	\$38,250	
Situs:	2700 BLK DR MARTIN LUTHER KING JR 32503					Disclaimer					
Use Code:	VACANT RESIDENTIAL					Market Value Breakdown Letter					
Taxing Authority:	PENSACOLA CITY LIMITS					Tax Estimator					
Tax Inquiry:	<a href="#">Open Tax Inquiry Window</a>					File for New Homestead Exemption Online					
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						2021 Certified Roll Exemptions					
Sales Data <a href="#">MLS Listing #591288</a>						RELIGIOUS					
Sale Date	Book	Page	Value	Type	Official Records (New Window)	Legal Description					
02/19/2009	6429	57	\$35,000	WD		LT 18 19 20 21 22 & 23 BLK 146 EAST KING TRACT OR 5353 P 904 OR 6429 P 57 CA 62					
12/23/2008	6411	211	\$6,643	WD							
01/28/2008	6283	145	\$100	CJ							
02/2004	5353	904	\$45,000	WD							
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						Extra Features					
						None					

**Parcel Information**

Section Map Id: [CA062](#)

Approx. Acreage: 0.4843

Zoned: R-NC

Evacuation & Flood Information  
[Open Report](#)

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

Launch Interactive Map





# Scott Lunsford, CFC • Escambia County Tax Collector

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# 2021

# REAL ESTATE

# TAXES



Notice of Ad Valorem and Non-Ad Valorem Assessments

SCAN TO PAY ONLINE

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
13-4477-000	16		0005009020180146

FELLOWSHIP PRAYER TEMPLE INC  
2710 DR MARTIN L KING JR DR  
PENSACOLA, FL 32503

PROPERTY ADDRESS:  
2700 BLK DR MARTIN LUTHER KING JR

EXEMPTIONS:  
RELIGIOUS

## AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	38,250	38,250	0	0.00
PUBLIC SCHOOLS					
BY LOCAL BOARD	1.9620	38,250	38,250	0	0.00
BY STATE LAW	3.6950	38,250	38,250	0	0.00
PENSACOLA	4.2895	38,250	38,250	0	0.00
WATER MANAGEMENT	0.0294	38,250	38,250	0	0.00
M.S.T.U. LIBRARY	0.3590	38,250	38,250	0	0.00
ESCAMBIA CHILDRENS TRUST	0.5000	38,250	38,250	0	0.00

TOTAL MILLAGE 17.4514

AD VALOREM TAXES \$0.00

## LEGAL DESCRIPTION

## NON-AD VALOREM ASSESSMENTS

LEGAL DESCRIPTION	TAXING AUTHORITY	RATE	AMOUNT
LT 18 19 20 21 22 & 23 BLK 146 EAST KING TRACT OR 5353 P 904 OR 6429 P 57 CA 62			
NON-AD VALOREM ASSESSMENTS			\$0.00

**Pay online at EscambiaTaxCollector.com**

Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS \$0.00

If Paid By Please Pay	May 31, 2022 \$0.00				
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RETAIN FOR YOUR RECORDS

## 2021 REAL ESTATE TAXES

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

Make checks payable to:

**Scott Lunsford, CFC**  
Escambia County Tax Collector

P.O. BOX 1312  
PENSACOLA, FL 32591

Pay online at EscambiaTaxCollector.com

Payments in U.S. funds from a U.S. bank

## PAY ONLY ONE AMOUNT

AMOUNT IF PAID BY	May 31, 2022 0.00
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	

DO NOT FOLD, STAPLE, OR MUTILATE

ACCOUNT NUMBER
13-4477-000
PROPERTY ADDRESS
700 BLK DR MARTIN LUTHER KING JR

FELLOWSHIP PRAYER TEMPLE INC  
2710 DR MARTIN L KING JR DR  
PENSACOLA, FL 32503

**LAND**

**Agent Full - For Agent's Only. Do Not Distribute to Clients.**

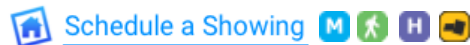
**MLS #** 591288 **Prop Type:** RESIDENTIAL LOTS **List Price:** \$233,750  
**Status:** Active **Last Change:** 2/16/2022 **List Date:** 6/10/2021  
**Address:** 2700 BLK DR MARTIN LUTHER KING JR ... **Lot Size:** 180x125  
PENSACOLA FL 32503 **Acreage:** 0.484000  
**County:** ESCAMBIA **Price Per Acre:** \$486,979.17  
**Subdivision:** NONE **Approx Sqft:**  
**Client Hit Ct:** 15 **Water Frontage:**  
**Parcel #** 000S009020180146 **NumLots:** **Road Front Feet:**  
**Elem:** OJ SEMMES **Middle:** WORKMAN **High:** WASHINGTON **Front Foot Price**  
**Dir:** Northwest corner of the intersection of Dr Martin Luther King Jr Dr. and Cross St.



**Legal:** Escambia County Parcel ID# 000S009020180146 Brief Legal Description LT 18 19 20 21 22 & 23 BLK 146 EAST KING TRACT OR 5353 P 904 OR 6429 P 57 CA 62

**Virtual Tour:**

**Media:**



**Property Description**

For sale is a prime corner lot located at the intersection of Cross St and Dr. Martin Luther King Jr Drive. This property is well located for infill residential development; however, the R-NC zoning allows a variety of uses. Mostly cleared and level, this property can be divided into 6 residential lots based on the historical lot lines or developed for Neighborhood Commercial uses.

**Agent Notes** Vacant lot. Show and sell.

**ACCESS/SURFACE** CITY STREET

**WATER** PUBLIC WATER  
**SEWER** PUBLIC SEWER  
**ZONING** COMMERCIAL, RES MULTI, RES SINGLE

**County Zoning:**

**SPECIAL SALE TYPE:** N/A

**Land Lease per Year:**

**Mtg Amt Offered:**

**Interest Rate:**

**Assignment of Interest:** N

**Seller Terms:**

**1st Mort Amount:**

**1st Mtg Mo Pymt:**

**1st Mtg Incl:**

**Equity:**

**FEES INCLUDE:**

**Contingency Reason:**

**ACCEPT FINANCING:** CASH, CONVENTIONAL

**LstOff:** Coldwell Banker Realty - OFC: 850-432-5300

**LstAgt:** BEN MANGRUM - CELL: 850-341-3730

**LstAgt Email:** ben.mangrum@cbrealty.com

**Co-Off:** Coldwell Banker Commercial NRT - OFC: 850-432-5320

**Co-Agt:** MICHAEL MANGRUM - CELL: 850-748-2264

**BuyAgt:** 3.0%

**TrnsBrk:** 3.0%

**NonRep:** 0.0%

**Dual/Var?:** Y

**Bonus Amt:**

**Bonus Terms:**

**List Type:** EXCLUSIVE RIGHT OF SALE

**Agency Relationship:** TRANSACTION BROKER

**Sellers:** Fellowship Prayer Temple

**SHOWING:** SEE AGENT NOTES, VACANT

**Bonus Exp Date:**

**LtdServ:** N

**Sellers Ph:**

**Sold Price:**

**Closed Date:**

**Contract Date:**

**Sale Factors:**

**DOM/CDOM:** 330 / 330

**DUC:**

**Contingency Reason:**

**Buyer Name:**

**Mortgage Type:**

**SellingOff:**

**CoSellOff:**

**SellAgt:**

**CoSellAgt:**

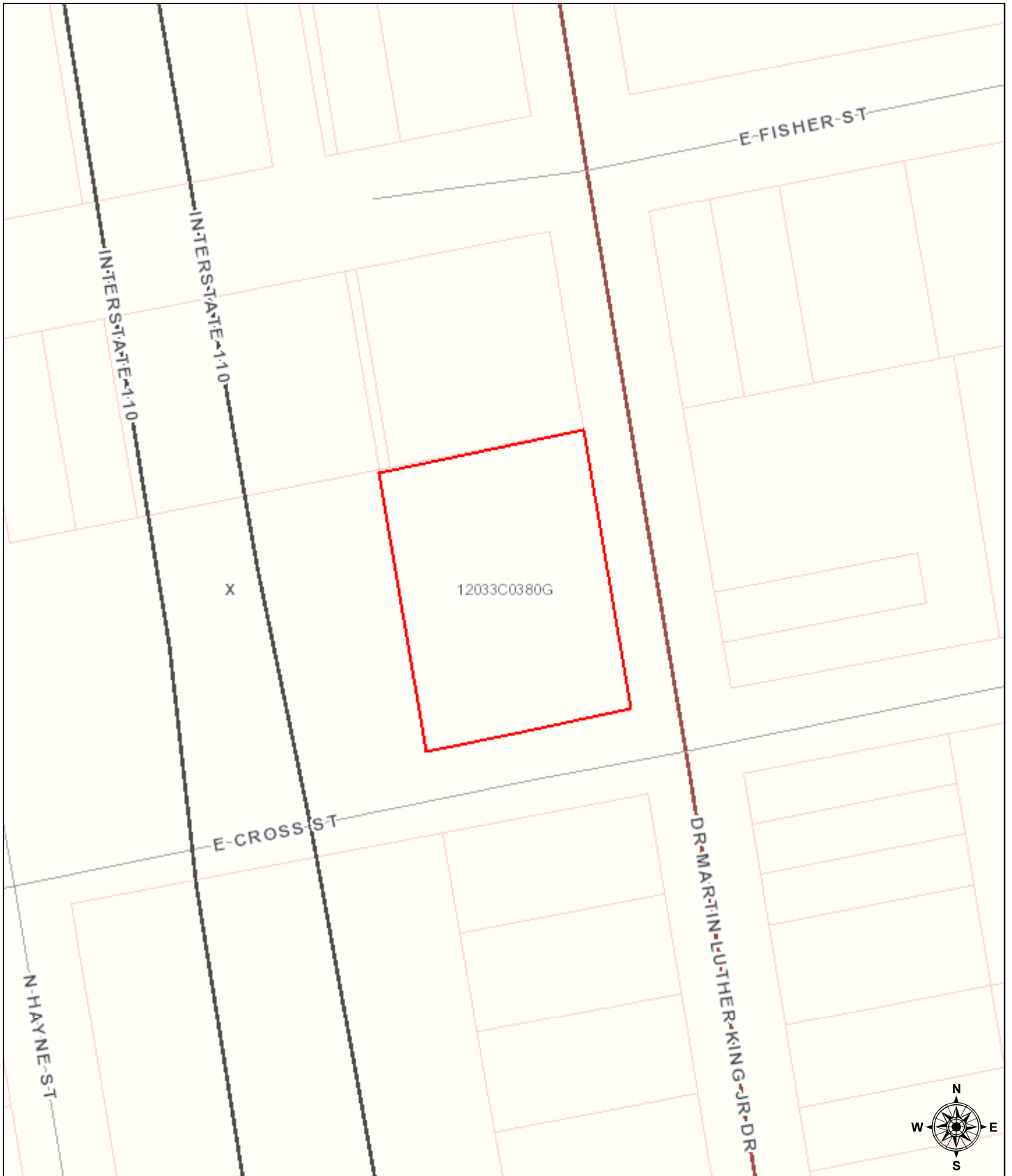
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Prepared by: CHARLES SHERRILL

**Confidential: Agent Only. Do not Distribute to Client.**

05/06/2022 04:09 PM

# FLOOD MAP



May 10, 2022

**polygonLayer**

Override 1

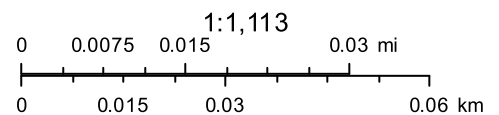
**Streets**

PRINCIPAL ARTERIAL

MINOR ARTERIAL

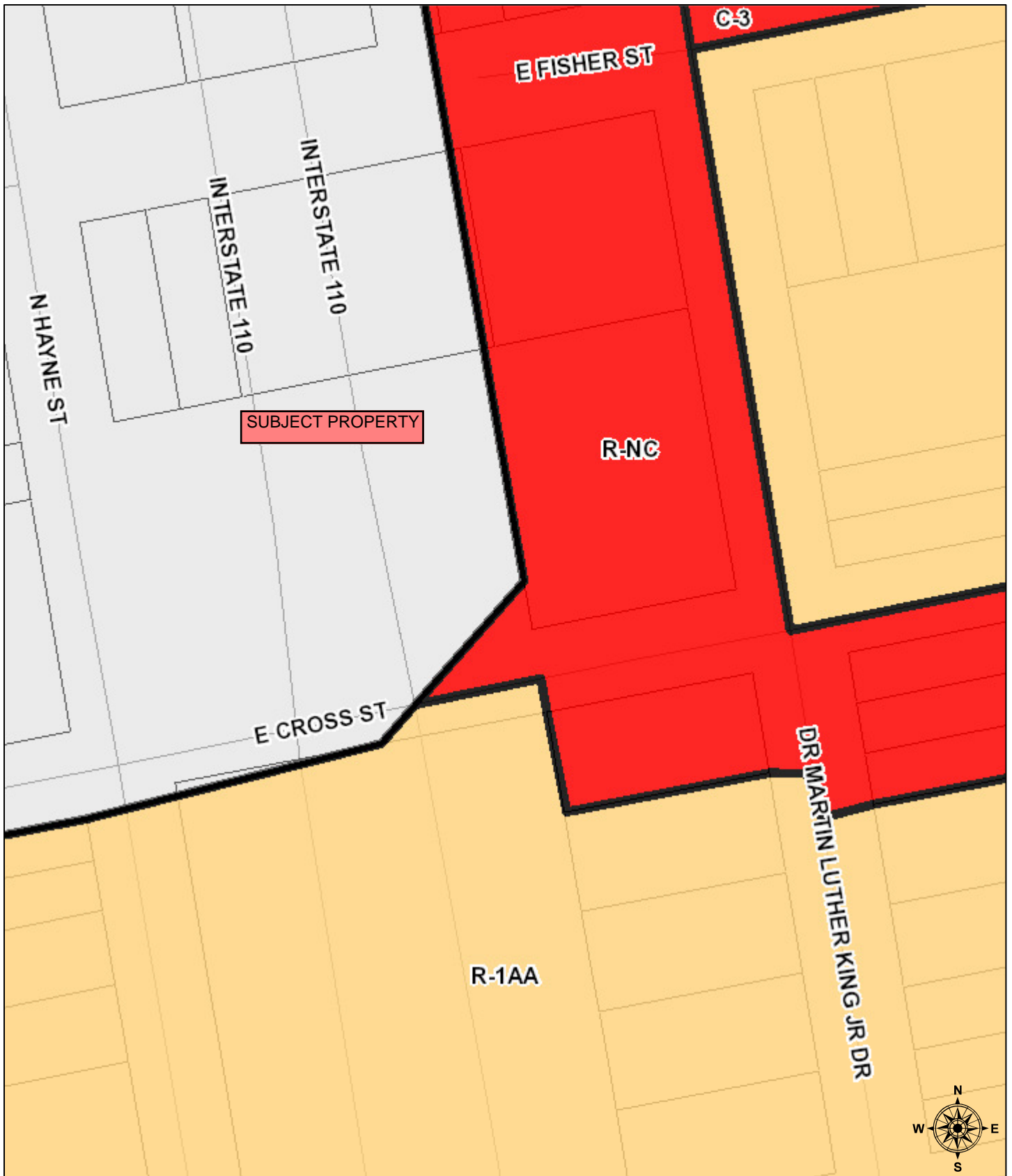
LOCAL ROAD

Parcels

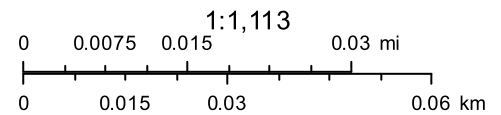


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

# ZONING - CITY

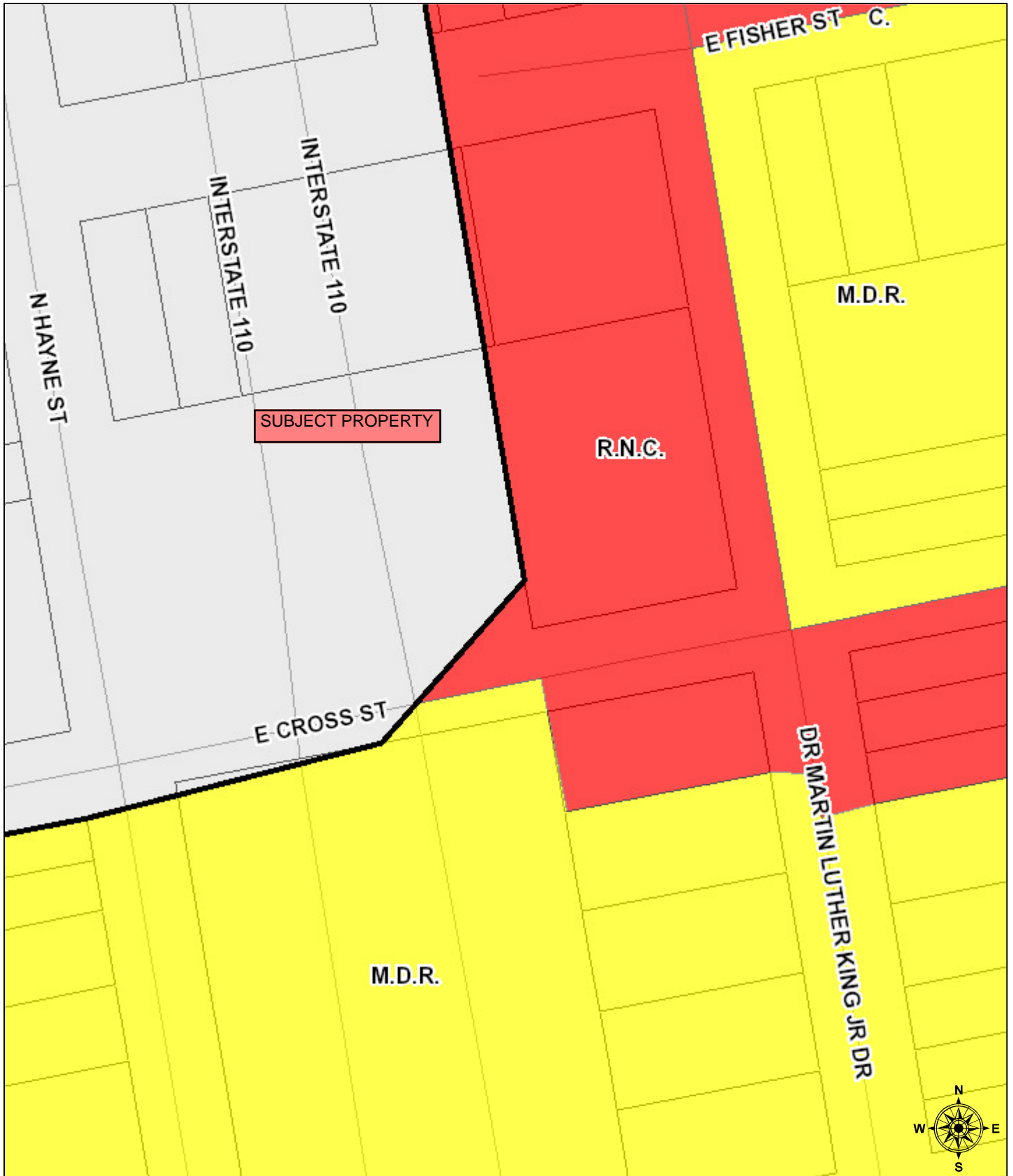


May 10, 2022

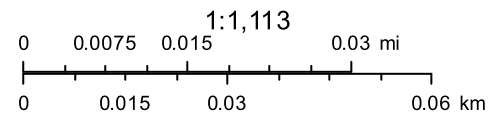




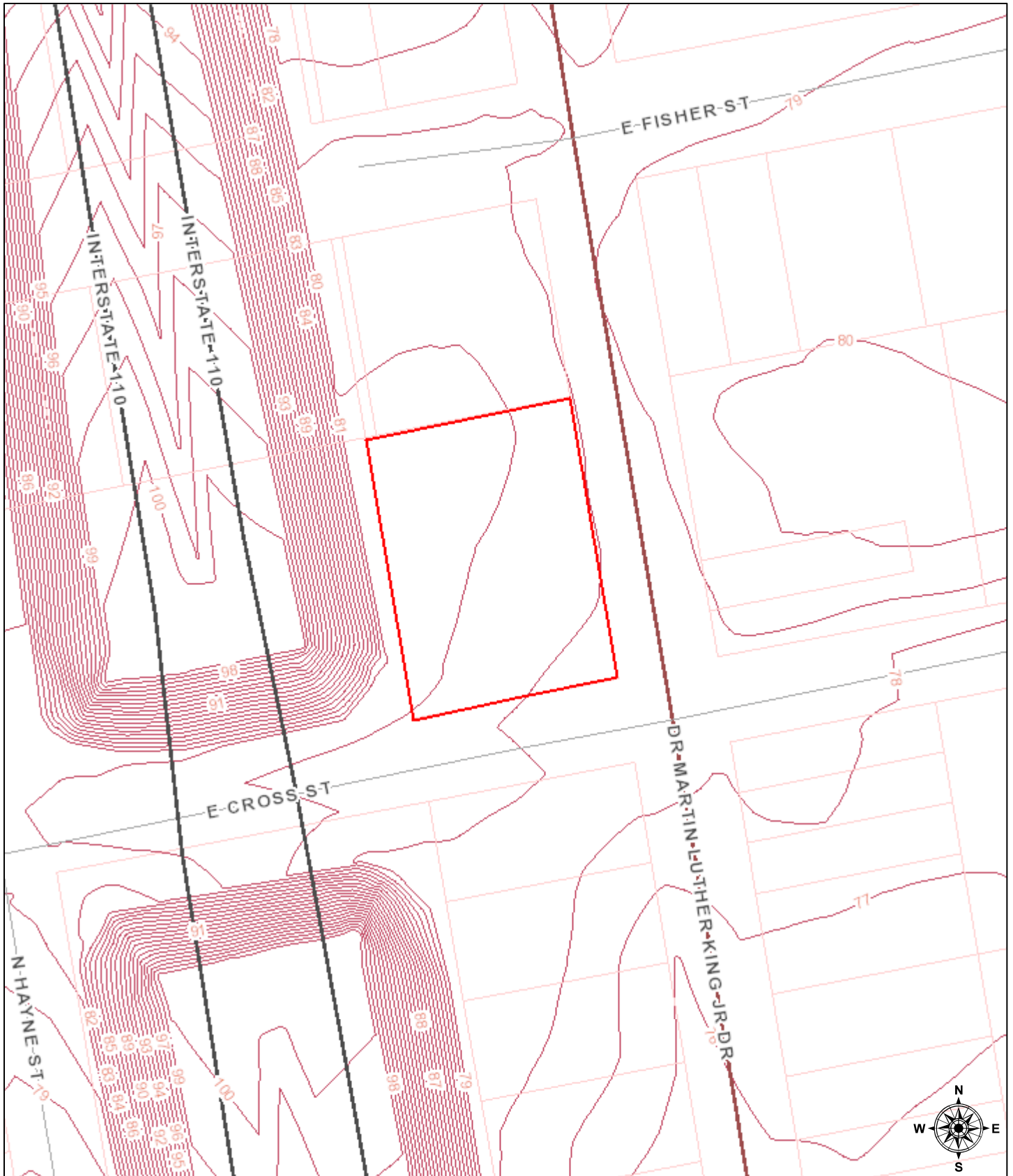
# FUTURE LAND USE



May 10, 2022



# CONTOURS



May 10, 2022

**polygonLayer**

Override 1

**Streets**

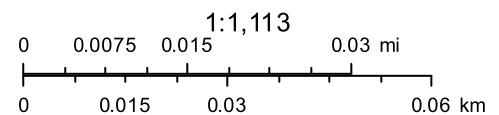
PRINCIPAL ARTERIAL

MINOR ARTERIAL

LOCAL ROAD

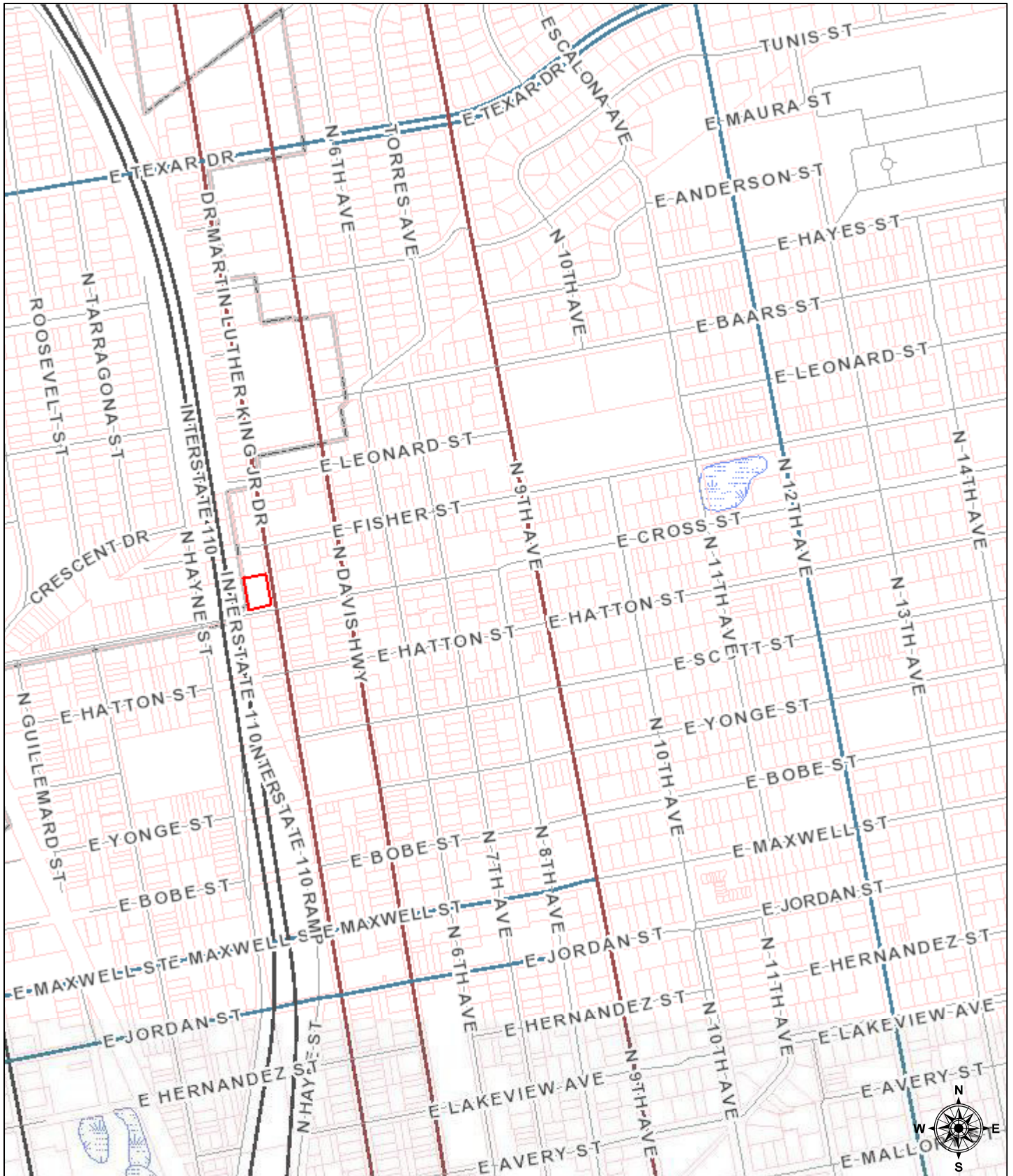
Parcels

Contours - Elevation



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

# WETLANDS



May 10, 2022

**polygonLayer**

Override 1

**Streets**

PRINCIPAL ARTERIAL

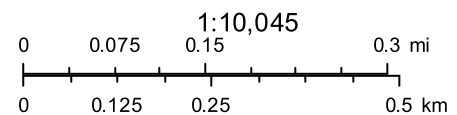
MINOR ARTERIAL

LOCAL ROAD

Parcels

Wetlands

County Outline



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

## LAND

**Agent Full - For Agent's Only. Do Not Distribute to Clients.**

MLS # 601966

Prop Type: RESIDENTIAL LOTS

List Price: \$54,900

Status: Sold

Last Change: 1/31/2022

List Date: 1/6/2022

Address: 1016 N D ST

Lot Size: 61x125

PENSACOLA

FL 32501

Acreage: 0.177500

County: ESCAMBIA

Price Per Acre: \$305,000.00

Subdivision: NONE

Approx Sqft:

Client Hit Ct: 6

Water Frontage:

Parcel # 000S009060009028

NumLots:

Road Front Feet:

Elem: GLOBAL LEA Middle: WARRINGTON High: PENSACOLA

Front Foot Price

Dir: From Cervantes turn north onto D St lot will be on the Southeast corner of D st and Gonzalez.



**Legal:** LTS 9 10 BLK 28 WEST KING TRACT CA 106 OR 6364 P 437 OR 6623 P 363 OR 6623 P 365 OR 6623 P 367 OR 6623 P 369 OR...

Virtual Tour:

Media:

**Property Description**

The subject parcel is categorized as a single-family residential lot situated at the southeast corner of North "D" Street and West Gonzalez Street. The subject market area is located northwest of the historic neighborhood known as the Belmont-DeVilliers district in the City of Pensacola, Florida. The immediate area is in the early stages of revitalization. Improved properties immediately surrounding the subject site are a large variety of older residential structures ranging in size, age, and use. According to the Escambia County Property Appraiser's website, the dimensions of the subject parcel are roughly 61' of road frontage on North "D" Street (western boundary) by roughly 125' along West Gonzalez Street (northern boundary) by 61' (eastern boundary) by 125' (southern boundary) and contains approximately 0.1750 acres or 7,625 SF. The overall site has good visibility with average and typical utility. The site is predominantly cleared and level with a slight slope from north to south. One large, mature Oak tree remains on the north side in the approximate center of the site [inside setback]. According to the City of Pensacola's Development Code, the subject site has a zoning classification of R-1A, Medium Density Residential One & Two Family dwelling units. Minimum building setbacks are: Front, 20'; side 6'; and 25' rear. The minimum side yard for a corner lot shall not be less than ten feet from the street right-of-way line.

**Agent Notes** Vacant land go and show.

**WATER** PUBLIC WATER  
**SEWER** PUBLIC SEWER  
**ZONING** RES SINGLE

**County Zoning:**

SPECIAL SALE TYPE: N/A

Assignment of Interest: N

Seller Terms:

Land Lease per Year:

Mtg Amt Offered:

Interest Rate:

1st Mort Amount:

1st Mtg Mo Pymt:

1st Mtg Incl:

Equity:

FEES INCLUDE:

Contingency Reason:

ACCEPT FINANCING: CASH, CONVENTIONAL

LstOff: Connell &amp; Company Realty Inc. - OFC: 850-478-4141

LstAgt: GARRETT D MCGINNIS - CELL: 256-348-4146

LstAgt Email: gmccinnis24@gmail.com

Co-Off: Connell &amp; Company Realty Inc. - OFC: 850-478-4141

Co-Agt: G. JEFFREY WHITE - CELL: 850-712-6003

BuyAgt: 2.5%

TrnsBrk: 2.5%

NonRep: 2.5%

Dual/Var?: N

Bonus Amt:

Bonus Terms:

List Type: EXCLUSIVE RIGHT OF SALE

Agency Relationship: TRANSACTION BROKER

Sellers: Huff

SHOWING: SEE AGENT NOTES

Bonus Exp Date:

LtdServ: Y

Sellers Ph:

Sold Price: \$54,900

DOM/CDOM: 1 / 1

Buyer Name: Lovewood Estate LLC

Closed Date: 1/31/2022

DUC:

Mortgage Type: CASH

Contract Date: 1/8/2022

Contingency Reason:

Sale Factors:

SellingOff: Covewood Estates LLC - OFFICE: 850-380-8585

SellAgt: MARK HABERLE - CELL: 850-380-8585

CoSellOff:

CoSellAgt:

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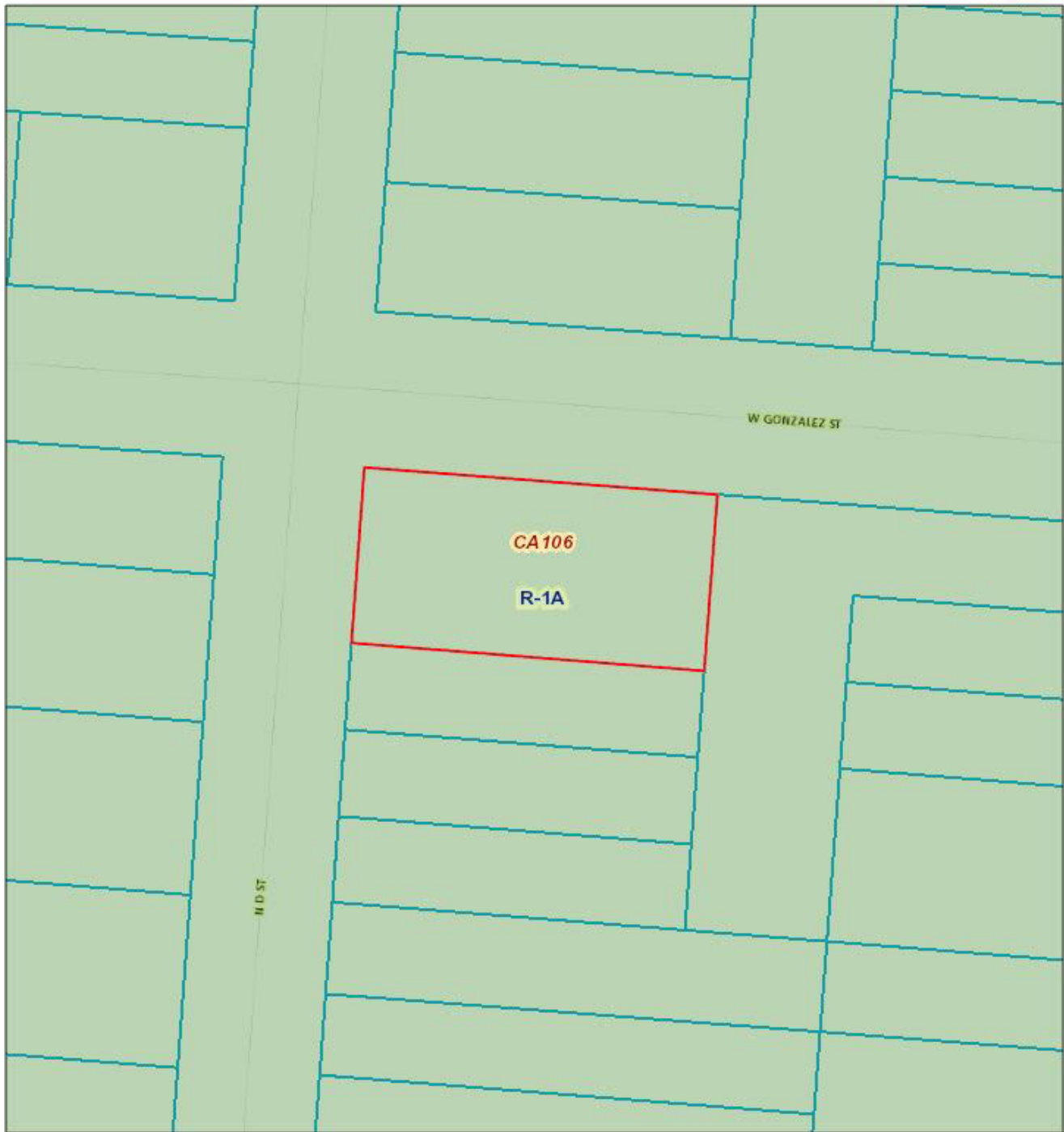
Prepared by: CHARLES SHERRILL

Confidential: Agent Only. Do not Distribute to Client.

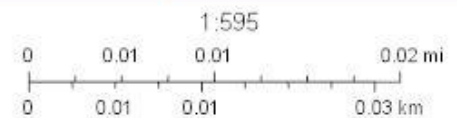
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# COMP NO. 1



June 13, 2022

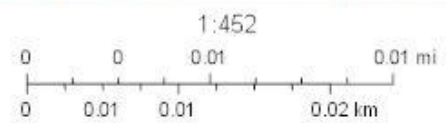


COMP NO. 1



June 13, 2022

-  Override 1
-  Property Line
-  Boundary
-  Map Grid



## LAND

**Agent Full - For Agent's Only. Do Not Distribute to Clients.**

**MLS #** 587633 **Prop Type:** RESIDENTIAL LOTS **List Price:** \$70,000  
**Status:** Sold **Last Change:** 6/3/2021 **List Date:** 4/7/2021  
**Address:** 2625 N 8TH AVE **Lot Size:** 110x85  
PENSACOLA FL 32503 **Acreage:** 0.214900  
**County:** ESCAMBIA **Price Per Acre:** \$333,333.33  
**Subdivision:** EAST KING TRACT **Approx Sqft:**  
**Parcel #** 000S009020160096 **Client Hit Ct:** 10 **Water Frontage:**  
**Elem:** OJ SEMMES **Middle:** WORKMAN **High:** WASHINGTON **Road Front Feet:**  
**Dir:** Traveling West on Cervantes, take a right onto 8th Ave. Parcel is located just North of Hatton on Left side street.

**Legal:** S 25 FT OF LT 16 AND ALL LTS 17 18 BROOKS S/D BLK 96 EAST KING TRACT OR 6533 P 941 CA 62

**Virtual Tour:**

**Media:**

**Property Description**

R-1A zoned residential lots in East King Tract neighborhood. 85ft of frontage on 8th Ave. This parcel is space for two new homes, townhomes, perhaps a duplex, if you're feeling frisky. With new construction popping up all over town, this could be your chance to get in on the action! Please contact me if you've ever wanted to build a home for yourself, as there are 0% down construction financing option available to you!

**Agent Notes** All info pulled from property appraiser website. When submitting offer, please list "seller" as PLVS VLTRA LLC. Seller is a licensed real estate agent. Closing to take place at Clear Title (22 N Tarragona St).

**WATER** PUBLIC WATER  
**SEWER** PUBLIC SEWER  
**ZONING** CITY

**County Zoning:**

**SPECIAL SALE TYPE:** N/A

**Land Lease per Year:**

**1st Mort Amount:**

**FEES INCLUDE:**

**Contingency Reason:**

**Mtg Amt Offered:**

**1st Mtg Mo Pymt:**

**Interest Rate:**

**1st Mtg Incl:**

**ACCEPT FINANCING:**

**Assignment of Interest:**

**Seller Terms:**

**Equity:**

**LstOff:** Voyage Real Estate LLC - OFFICE: 850-733-7444

**LstAgt:** JENNA N GRIFFIN - CELL: 850-505-3332

**LstAgt Email:** jenna@voyagegulfcoast.com

**Co-Off:**

**Co-Agt:**

**BuyAgt:** \$1500

**TrnsBrk:** \$1500

**NonRep:** \$0

**Dual/Var?:** N

**Bonus Amt:**

**Bonus Terms:**

**List Type:** EXCLUSIVE RIGHT OF SALE

**Agency Relationship:** SINGLE AGENT

**Sellers:** PLVS VLTRA LLC

**SHOWING:** VACANT

**Bonus Exp Date:**

**LtdServ:** N

**Sellers Ph:**

**Sold Price:** \$70,000

**Closed Date:** 5/31/2021

**Contract Date:** 4/9/2021

**Sale Factors:**

**DOM/CDOM:** 2 / 2

**DUC:**

**Contingency Reason:**

**Buyer Name:** Hardgrave

**Mortgage Type:** CASH

**SellingOff:** KELLER WILLIAMS REALTY GULF COAST - OFFICE: 850-308-16...

**CoSellOff:**

**SellAgt:** THE HANSEN TEAM - CELL: 850-741-1410

**CoSellAgt:**

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**Prepared by:** CHARLES SHERRILL

**Confidential: Agent Only. Do not Distribute to Client.**

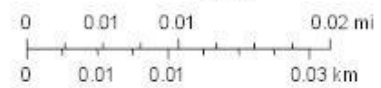
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June 13, 2022

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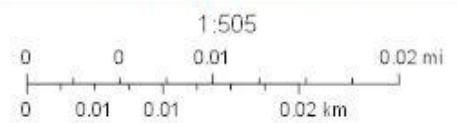






June 13, 2022

-  Override 1
-  Property Line
-  Boundary
-  Map Grid



## LAND

Agent Full - For Agent's Only. Do Not Distribute to Clients.

MLS # 602869 Prop Type: RESIDENTIAL LOTS List Price: \$65,000  
 Status: Sold Last Change: 3/3/2022 List Date: 1/26/2022  
 Address: 1115 N B ST Lot Size: .14  
 PENSACOLA FL 32501 Acreage: 0.140000  
 County: ESCAMBIA Price Per Acre: \$450,000.00  
 Subdivision: WEST KING TRACT Approx Sqft:

Parcel # 000S009060160012 Client Hit Ct: 9 Water Frontage:  
 NumLots: 1 Road Front Feet: 4,575  
 Elem: GLOBAL LEA Middle: WARRINGTON High: PENSACOLA Front Foot Price  
 Dir: Heading West on Hwy 90/Hwy 98, take a right onto B St. The lot will be on your left three blocks North.

Legal: S1/2 OF LT 16 ALL LT 17 BLK 12 WEST KING TRACT OR 8573 P 1272 CA 106



Virtual Tour:

Media:

## Property Description

Vacant land for sale in the City of Pensacola. The lot is cleared and ready to build on with views of North Hill. Zoned R-1A. Sewer tap fee and water tap fee was paid by previous owners with gravity sewer. The survey was completed in August of 2021 by Merrill Parker Shaw and hard copies are available.

**Agent Notes** Agent related to seller. Seller to pay closing costs and use Boston National Title.

<b>TYPE USE</b>	RESIDENTIAL	<b>WATER</b>	TAP FEE PAID
<b>ACCESS/SURFACE</b>	CITY STREET	<b>SEWER</b>	TAP FEE PAID
<b>IMPROVEMENTS</b>	CLEARED		
<b>MISCELLANEOUS</b>	SURVEY AVAIL		

## County Zoning:

SPECIAL SALE TYPE: N/A

Land Lease per Year:

1st Mort Amount:

FEES INCLUDE: WATER/SEWER

Contingency Reason:

Mtg Amt Offered:

1st Mtg Mo Pymt:

Interest Rate:

1st Mtg Incl:

ACCEPT FINANCING:

Assignment of Interest: N

Seller Terms:

Equity:

LstOff: DANLEY REALTY, INC. - OFC: 850-623-4689

LstAgt: HOLLY BAKER - CELL: 850-293-6561

LstAgt Email: bakerhomes@bellsouth.net

Co-Off:

Co-Agt:

BuyAgt: 5%

TrnsBrk: 5%

NonRep: 5%

Dual/Var?: N

Bonus Amt:

Bonus Terms:

List Type: EXCLUSIVE RIGHT OF SALE

Agency Relationship: TRANSACTION BROKER

Sellers: Ashton S Baker and Alexander J G...

SHOWING: VACANT

Bonus Exp Date:

LtdServ: N

Sellers Ph:

Sold Price: \$63,000

Closed Date: 2/18/2022

Contract Date: 1/30/2022

Sale Factors:

DOM/CDOM: 4 / 4

DUC:

Contingency Reason:

Buyer Name: Powell

Mortgage Type: CASH

SellingOff: Berkshire Hathaway HomeServices PenFed Realty - OFC: 850-...

CoSellOff:

SellAgt: ELIZABETH WILLIAMS - CELL: 850-462-8290

CoSellAgt:

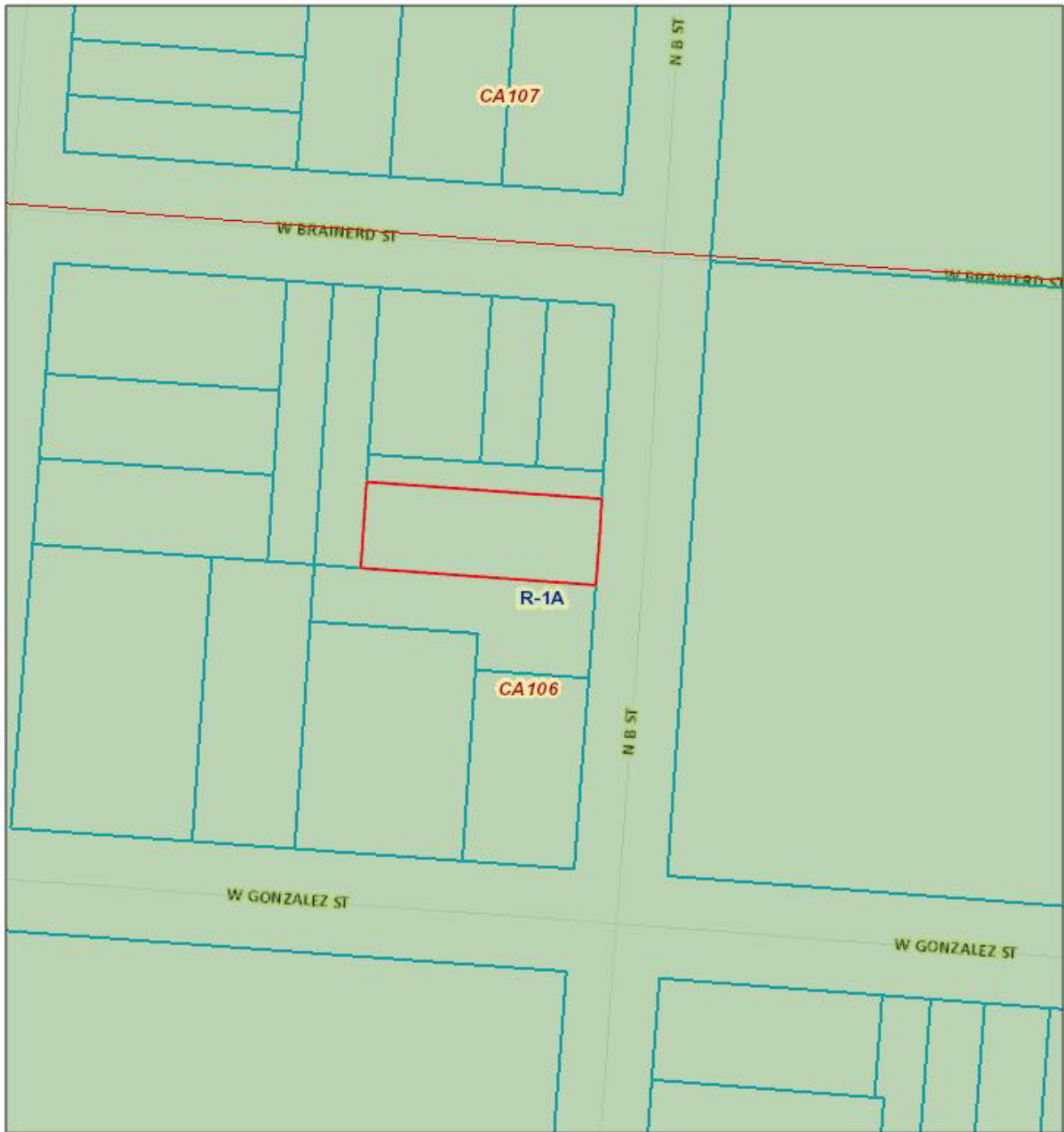
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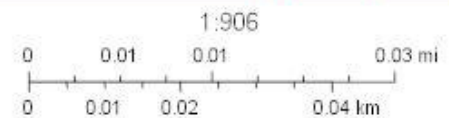
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# COMP NO. 3



June 13, 2022

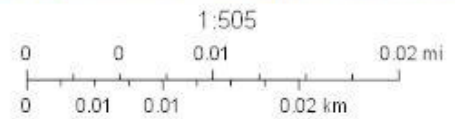






June 13, 2022

-  Override 1
-  Property Line
-  Boundary
-  Map Grid



**LAND**
**Agent Full - For Agent's Only. Do Not Distribute to Clients.**

**MLS #** 591288 **Prop Type:** RESIDENTIAL LOTS **List Price:** \$233,750  
**Status:** Active **Last Change:** 6/9/2022 **List Date:** 6/10/2021  
**Address:** 2700 BLK DR MARTIN LUTHER KING JR ... **Lot Size:** 180x125  
PENSACOLA FL 32503 **Acreage:** 0.484000  
**County:** ESCAMBIA **Price Per Acre:** \$486,979.17  
**Subdivision:** NONE **Approx Sqft:**  
**Client Hit Ct:** 15 **Water Frontage:**  
**Parcel #** 000S009020180146 **NumLots:** **Road Front Feet:**  
**Elem:** OJ SEMMES **Middle:** WORKMAN **High:** WASHINGTON **Front Foot Price**  
**Dir:** Northwest corner of the intersection of Dr Martin Luther King Jr Dr. and Cross St.



**Legal:** Escambia County Parcel ID# 000S009020180146 Brief Legal Description LT 18 19 20 21 22 & 23 BLK 146 EAST KING TRACT OR 5353 P 904 OR 6429 P 57 CA 62

**Virtual Tour:**
**Media:**

**Property Description**

For sale is a prime corner lot located at the intersection of Cross St and Dr. Martin Luther King Jr Drive. This property is well located for infill residential development; however, the R-NC zoning allows a variety of uses. Mostly cleared and level, this property can be divided into 6 residential lots based on the historical lot lines or developed for Neighborhood Commercial uses.

**Agent Notes** Vacant lot. Show and sell.

**ACCESS/SURFACE** CITY STREET

**WATER** PUBLIC WATER  
**SEWER** PUBLIC SEWER  
**ZONING** COMMERCIAL, RES MULTI, RES SINGLE

**County Zoning:**

**SPECIAL SALE TYPE:** N/A

**Land Lease per Year:**

**1st Mort Amount:**

**FEES INCLUDE:**

**Contingency Reason:**

**Mtg Amt Offered:**

**1st Mtg Mo Pymt:**

**Interest Rate:**

**1st Mtg Incl:**

**Assignment of Interest:** N

**Seller Terms:**

**Equity:**

**ACCEPT FINANCING:** CASH, CONVENTIONAL

**LstOff:** Coldwell Banker Realty - OFC: 850-432-5300

**LstAgt:** BEN MANGRUM - CELL: 850-341-3730

**LstAgt Email:** ben.mangrum@cbrealty.com

**Co-Off:** Coldwell Banker Commercial NRT - OFC: 850-432-5320

**Co-Agt:** MICHAEL MANGRUM - CELL: 850-748-2264

**BuyAgt:** 3.0%

**TrnsBrk:** 3.0%

**NonRep:** 0.0%

**Dual/Var?:** Y

**Bonus Amt:**

**Bonus Terms:**

**List Type:** EXCLUSIVE RIGHT OF SALE

**Agency Relationship:** TRANSACTION BROKER

**Sellers:** Fellowship Prayer Temple

**SHOWING:** SEE AGENT NOTES, VACANT

**Bonus Exp Date:**

**LtdServ:** N

**Sellers Ph:**

**Sold Price:**

**Closed Date:**

**Contract Date:**

**Sale Factors:**

**DOM/CDOM:** 368 / 368

**DUC:**

**Contingency Reason:**

**Buyer Name:**

**Mortgage Type:**

**SellingOff:**

**CoSellOff:**

**SellAgt:**

**CoSellAgt:**

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Prepared by: CHARLES SHERRILL

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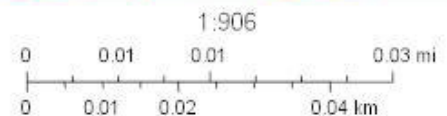


**COMP NO. 4 (SUBJECT)**



June 13, 2022

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<span style="border: 1px solid blue; display: inline-block; width: 10px; height: 10px;"></span> Property Line	<span style="background-color: #90ee90; display: inline-block; width: 10px; height: 10px;"></span> ARZ-1	<span style="background-color: #9acd32; display: inline-block; width: 10px; height: 10px;"></span> C-2A	<span style="background-color: #8fbc8f; display: inline-block; width: 10px; height: 10px;"></span> HC-1	<span style="background-color: #800080; display: inline-block; width: 10px; height: 10px;"></span> M-1
<span style="border: 1px dashed red; display: inline-block; width: 10px; height: 10px;"></span> Right of Way	<span style="background-color: #a0522d; display: inline-block; width: 10px; height: 10px;"></span> ATZ-1	<span style="background-color: #4169e1; display: inline-block; width: 10px; height: 10px;"></span> C-3	<span style="background-color: #8fbc8f; display: inline-block; width: 10px; height: 10px;"></span> HC-2	<span style="background-color: #3cb371; display: inline-block; width: 10px; height: 10px;"></span> M-2
Zoning	<span style="background-color: #4682b4; display: inline-block; width: 10px; height: 10px;"></span> ATZ-2	<span style="background-color: #3cb371; display: inline-block; width: 10px; height: 10px;"></span> CO	<span style="background-color: #808080; display: inline-block; width: 10px; height: 10px;"></span> HR-1	<span style="background-color: #800080; display: inline-block; width: 10px; height: 10px;"></span> OEHC-1
<span style="background-color: #e6e6fa; display: inline-block; width: 10px; height: 10px;"></span> <all other values>	<span style="background-color: #cd5c5c; display: inline-block; width: 10px; height: 10px;"></span> C-1	<span style="background-color: #800080; display: inline-block; width: 10px; height: 10px;"></span> GRD	<span style="background-color: #3cb371; display: inline-block; width: 10px; height: 10px;"></span> HR-2	<span style="background-color: #a0522d; display: inline-block; width: 10px; height: 10px;"></span> OEHC-2

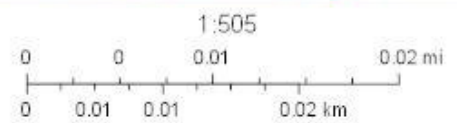


COMP NO. 4 (SUBJECT)



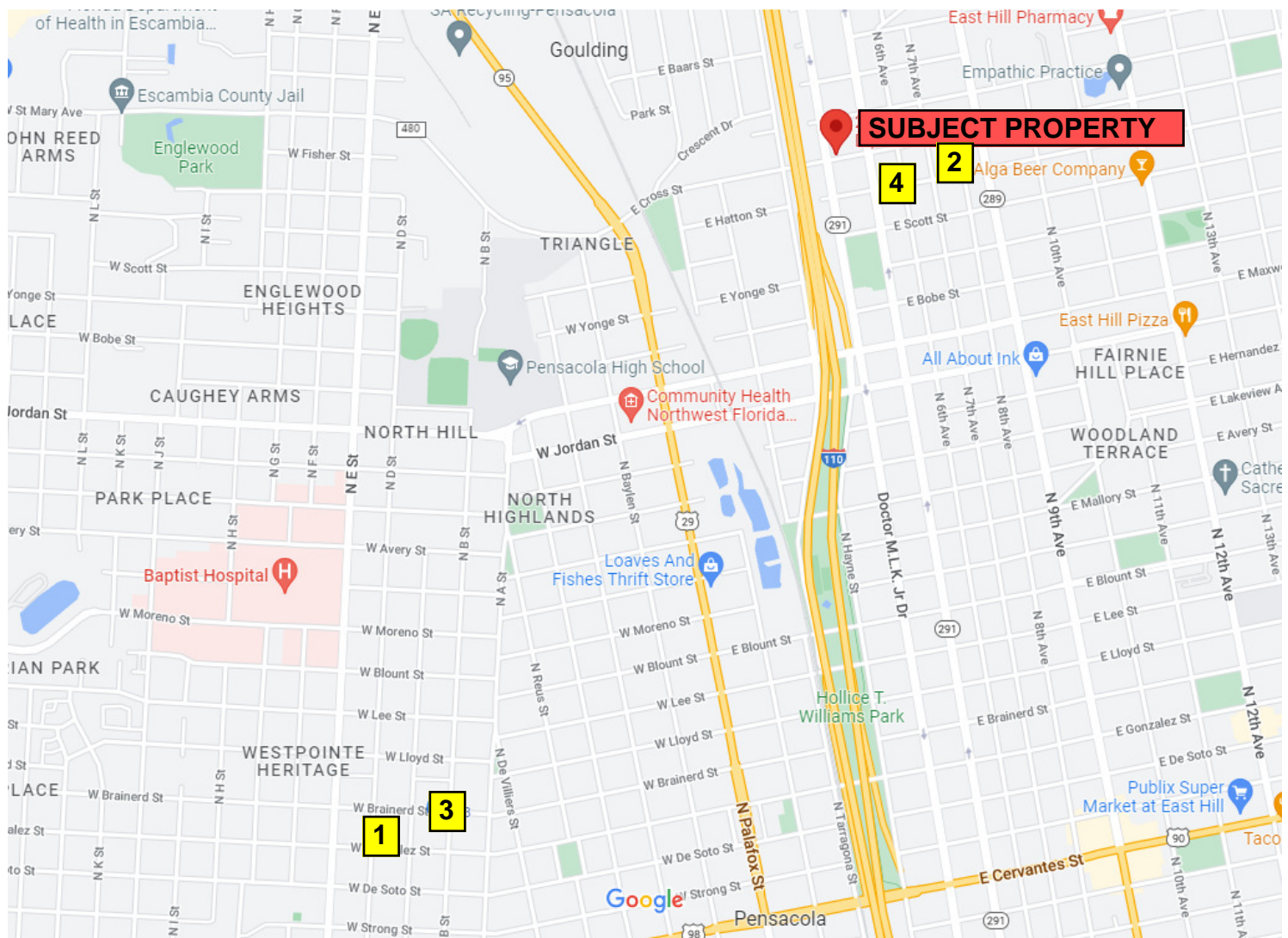
June 13, 2022

- Override 1
- Property Line
- Right of Way
- Map Grid





## COMPARABLE LOCATION MAP





## **APPRAISER'S QUALIFICATIONS**

NAME: Charles C. Sherrill, Jr., MAI  
TITLE: President  
OFFICE ADDRESS: Sherrill Appraisal Company  
2803 East Cervantes Street, Suite C  
Pensacola, Florida 32503  
EDUCATION: Bachelor of Arts Degree in Economics, Washington & Lee University,  
Lexington, Virginia (1984)

Successfully completed the following courses sponsored by the American Institute of Real Estate Appraisers:

Course 1A-1 Real Estate Appraisal Principles (Tufts University, 1986)  
Course 1A-2 Basic Valuation Procedures (University of North Carolina, 1986)  
Course SPP Standards of Professional Practice (Atlanta, Georgia, 1987)  
Course 1B-A Capitalization Theory and Techniques - Part A (Florida State University, 1987)  
Course 1B-B Capitalization Theory and Techniques - Part B (University of Portland, 1988)  
Course 2-1 Case Studies in Real Estate Valuation (Colorado University, 1988)  
Course 2-2 Report Writing and Valuation Analysis (University of Central Florida, 1989)

Successfully completed the following course sponsored by the Commercial Investment Real Estate Institute:

Course 401 Introduction to Commercial Real Estate Analysis (Pensacola, Florida, 1995/1998)

### **CONTINUING EDUCATION:**

Credited with attendance/completion of the following seminars/courses:

#### **Appraisal Institute**

Eminent Domain and Condemnation  
Uniform Standards of Professional Appraisal Practice  
Business Practices and Ethics  
Analyzing Operating Expenses  
Appraising from Blueprints and Specifications  
Feasibility, Market Value, and Investment Timing  
Analyzing Distressed Real Estate  
Hotel/Motel Valuation  
Effective Appraisal Report Writing  
FHA Homebuyer Protection Plan and The Appraisal Process  
Standards of Professional Practice - Part C  
Standards of Professional Practice - Part A  
Fair Lending and the Appraiser  
Appraisal of Retail Properties  
Standards of Professional Practice - Part B  
Understanding Limited Appraisals and General Reporting Options - General  
Accrued Depreciation  
Depreciation Analysis  
Rates, Ratios, and Reasonableness  
Comprehensive Appraisal Workshop  
Real Estate Risk Analysis  
New Technologies for Real Estate Appraisers  
Fundamentals of Appraising Apartment Properties

## **APPRAISER'S QUALIFICATIONS**

### CONTINUING EDUCATION (Continued):

Credited with attendance/completion of the following seminars/courses:

#### State Certification

USPAP Updates  
 Florida Appraisal Laws and Regulations  
 Appraisal of 2-4 Family and Multi-Family Properties  
 Challenging Assignments for Residential Appraiser's  
 Foreclosure Basics for Appraiser's  
 Florida Appraiser Supervisor/Trainee Rules  
 Neighborhood Analysis  
 Communicating the Appraisal  
 Appraisal Principles  
 Sales Comparison Approach  
 Income Capitalization Approach  
 Cost Approach  
 Real Estate, Mortgages, and Law  
 Essential Elements of Disclosures and Disclaimers  
 Mold, A Growing Concern  
 Construction Details – from Concept to Completion  
 Environmental Hazards Impact on Value

### EXPERIENCE:

Engaged since 1986 in valuation, consulting, and market studies of various property types, including office, retail, industrial, multi-family residential, churches, restaurants, motels, subdivision developments, commercial land, acreage, marinas, single family residential, and condominiums in numerous states. Have testified as an expert witness numerous times in the Circuit Courts of Escambia, Santa Rosa, and Okaloosa Counties. Prior to joining Sherrill Appraisal Company in 1992, employed by Landauer Associates, Inc., Atlanta, Georgia (1986-1992) as Vice President, Valuation and Technical Services Division.

### PROFESSIONAL LICENSES:

State Certified General Appraiser (#RZ1665), State of Florida (1993-Present)  
 Licensed Real Estate Broker (#BK0436908), State of Florida (1996-Present)  
 Former Licensed Real Estate Salesman (#SL0436908), State of Florida (1985-1996)  
 Former State Certified Appraiser (#000439), State of Georgia (1991-1992)

### PROFESSIONAL MEMBERSHIPS:

Member, Appraisal Institute; Awarded the MAI designation by the Appraisal Institute in 1991  
 Past Member, Escambia County Value Adjustment Board (2008 – 2012)  
 Member, Pensacola Association of Realtors  
 Member, Florida Association of Realtors  
 Member, National Association of Realtors  
 Member, Truist Local Advisory Board of Directors (formerly Branch Banking and Trust Company)

### CIVIC ACTIVITIES:

Graduate, Leadership Pensacola (Class of 1999)  
 Member, Rotary Club of Pensacola (Former Board Director); Paul Harris Award Recipient  
 Past President and Executive Committee Member, Pensacola Sports Association Board of Directors  
 Past Board Member, Pensacola Sports Foundation  
 Past Secretary/Past Treasurer, Fiesta of Five Flags Association Board of Governors  
 Past Board Member and Trustee, Pensacola Historical Society Foundation  
 Past Board Member and Executive Committee Member, Pensacola State College Board of Governors  
 Past Board Director & Past Executive Committee Member, Pensacola YMCA  
 Past Board Member and Former Treasurer, Pensacola Historical Society Board of Directors  
 Past President, Booker T. Washington High School Baseball Booster Club Board of Directors

Other civic involvements include various fund raising activities for Boy Scouts of America, Junior Achievement, March of Dimes, American Cancer Society, Leukemia Society, Manna Food Bank, and the American Heart Association.

## **APPRAISER'S QUALIFICATIONS**

### **LISTING OF APPRAISER CLIENTS:**

Aegon Realty Advisors Company	Florida Department of Transportation
Aetna Realty Advisors	Gulf Coast Community Bank
Bank of America	Hancock Bank
Bank of Boston	Harvesters Federal Credit Union
Bank of Pensacola	Holley-Navarre Water
Bank South N. A.	Lakeview Center
Baptist Health Care Corp.	Lasalle Realty Advisors
Barnett Banks, Inc.	Liberty Bank
BBVA Compass	Midway Water Company
Beach Community Bank	Metropolitan Life Insurance Company
Branch Banking & Trust (BB&T)	National Bank of Commerce (Alabama)
Canadian Imperial Bank of Commerce	National Asset Management Group
Catholic Church Diocese	Navy Federal Credit Union
Centennial Bank	Pen Air Federal Credit Union
CenterState Bank	Pensacola Area Chamber of Commerce
Chase Manhattan Mortgage Corp.	Pensacola Government Credit Union
Charter Bank	Pensacola Historical Society
Chicago Title Company	Pensacola State College
Citicorp Real Estate	Pensacola Preservation Board (State of Florida)
City of Fort Walton Beach	PHH Relocation and Real Estate
City of Milton	PNC Bank
City of Pensacola	Port of Pensacola
Clarity Appraisal Management	Premier Bank (Louisiana)
Coastal Bank and Trust	Presbytery of Florida
Colonial Bank of Alabama	RBC Bank
Community Bank Of Mississippi	Recoll Management Corporation Insurance Co.
Cumberland Bank (Kentucky)	Regions Bank
Dart Appraisal Management Company	Sacred Heart Hospital
Dollar Bank	Saltmarsh, Cleaveland & Gund
Dusco Property Management	Santa Rosa County
Emerald Coast Utilities Authority	ServisFirst Bank
Episcopal Church Diocese	Smart Bank
Equity Valuation Partners	SouthState Bank
Escambia County, Florida	Southern Company
Escambia County Employees' Credit Union	SunTrust Banks, Inc.
Farm Credit of Northwest Florida	Synovus Financial
Fairfield Communities, Inc.	Travellers Realty Investment Company
Federal Aviation Administration	Trustmark Bank
Federal Deposit Insurance Corporation	Tyndall Federal Credit Union
First Alabama Bank	United Bank (Alabama)
First American Bank	Valuation Management Group
First City Bank of Fort Walton Beach	Vanguard Bank & Trust Company
First Coast Community Bank	Various Estates, Attorney's, Accountants, Insurance
First National Bank of Commerce (Louisiana)	Companies, Churches, & Property Owners
First National Bank of Florida	Wachovia Corporation
First National Bank of Georgia	Waterfront Rescue Mission
First Navy Bank	Wells Fargo Bank
Fisher Brown Insurance Company (Cost Analysis)	Whitney National Bank
Ford Motor Company	WSRE Television



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 2022-071

City Council

7/21/2022

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Member Teniadé Broughton

### **SUBJECT:**

RESOLUTION NO. 2022-071 - COMMUNITY REDEVELOPMENT AGENCY (CRA) ACQUISITION OF REAL PROPERTY AT 2700 DR. MARTIN LUTHER KING, JR. DRIVE

### **RECOMMENDATION:**

That City Council adopt Resolution No. 2022-071:

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE EASTSIDE COMMUNITY REDEVELOPMENT AREA; PROVIDING FINDINGS; APPROVING AND AUTHORIZING THE EXPENDITURE OF CITY AND CRA FUNDS TO ACQUIRE CERTAIN REAL PROPERTY THEREIN LOCATED AT 2700 BLOCK DR. MARTIN LUTHER KING, JR. DRIVE IN FURTHERANCE OF THE PURPOSES ESTABLISHED IN CHAPTER 163, PART III, FLORIDA STATUTES AND THE EASTSIDE REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

### **SUMMARY:**

The adopted Eastside Community Redevelopment Plan and approved Fiscal Year 2022 Community Redevelopment Agency (CRA) Work Plan identifies affordable housing redevelopment as a key redevelopment activity.

Acquisition of the property located at 2700 Dr. Martin Luther King, Jr. Drive will support the CRA and City's affordable housing objectives, under the 500 homes in 5 years initiative, by securing land to be used for future affordable housing redevelopment.

A fair market value appraisal was performed on this property by an independent MAI certified appraiser. The appraised value is \$190,000. An offer has been made to the seller in the amount of the appraised value. The seller has accepted the offer.

Upon acquisition of the property, the property shall be utilized by the City solely for the affordable housing purposes contemplated by the adopted community redevelopment plan and Chapter 163, Part III, Florida Statutes.

**PRIOR ACTION:**

August 9, 2021 - The CRA approved the FY2022 CRA Work Plan for the Urban Core, Eastside and Westside community redevelopment areas.

May 9, 2022 - The CRA approved implementation of the City of Pensacola Attainable Housing Infill Policy for infill development.

**FUNDING:**

Budget:	\$ 91,121	2017 Eastside Bond Proceeds
	<u>108,379</u>	Eastside TIF
	199,500	

Actual:	\$ 190,000	Land Purchase
	<u>9,500</u>	Est. Closing Costs
	199,500	

**FINANCIAL IMPACT:**

Funds are available from the 2017 Eastside Redevelopment Bonds and the Eastside TIF Fund.

**STAFF CONTACT:**

Don Kraher, Council Executive  
David Forte, Deputy City Administrator - Community Development  
Sherry Morris, Development Services Director  
M. Helen Gibson, AICP, CRA Manager  
Victoria D'Angelo, CRA Assistant Manager  
Deana Stallworth, Property Lease Manager

**ATTACHMENTS:**

- 1) Resolution No. 2022-071
- 2) ECPA Report -2700 Blk MLK
- 3) Appraisal - 2700 Blk MLK

**PRESENTATION:** No

RESOLUTION  
NO. 2022-071

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE EASTSIDE COMMUNITY REDEVELOPMENT AREA; PROVIDING FINDINGS; APPROVING AND AUTHORIZING THE EXPENDITURE OF CITY AND CRA FUNDS TO ACQUIRE CERTAIN REAL PROPERTY THEREIN LOCATED AT 2700 BLOCK DR. MARTIN LUTHER KING, JR. DRIVE IN FURTHERANCE OF THE PURPOSES ESTABLISHED IN CHAPTER 163, PART III, FLORIDA STATUTES AND THE EASTSIDE REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA AS FOLLOWS:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the Constitution of the State of Florida, the Community Redevelopment Act of 1969 codified in Part III, Chapter 163, Florida Statutes (the "Act"), Chapter 166, Florida Statutes, and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared that:

(A) On September 25, 1980, the City Council (the "City Council") of the City of Pensacola, Florida (the "City") adopted Resolution No. 55-80 which created the Community Redevelopment Agency (the "Agency") of the City of Pensacola, Florida and declared the City Council to be the Agency as provided in Section 163.357, Florida Statutes.

(B) Pursuant to Ordinance No. 46-00 and Ordinance No. 47-00, each enacted on October 26, 2000, the City Council designated the boundaries and found and determined that an area designated therein as the "Urban Infill and Redevelopment Area" is a blighted area as therein described.

(C) On February 12, 2004, the City Council approved an "Eastside Neighborhood Plan" for an area located within the boundaries of the Urban Infill and Redevelopment Area (as amended from time to time, including as amended pursuant to Ordinance No. 20-17 of the City Council enacted on July 13, 2017, and together with the redevelopment plan adopted for the Urban Infill and Redevelopment Area, the "Redevelopment Plan").

(D) Pursuant to Resolution No. 41-05 adopted by the City Council on October 13, 2005, the City Council found and determined that such area, designated therein as the Eastside Neighborhood Redevelopment Area (the "Redevelopment Area"), is a blighted area and that the rehabilitation, conservation and redevelopment of such area,

including the development of affordable housing therein, is necessary and that such area is appropriate for redevelopment projects.

(E) On October 13, 2005, pursuant to Section 163.387, Florida Statutes, the City Council enacted Ordinance No. 16-05 which created and established the Eastside Neighborhood Redevelopment Trust Fund (the "Trust Fund"), which ordinance was further amended on July 13, 2017 by Ordinance No. 21-17 providing for an extension of the Trust Fund.

(F) On August 28, 2014, the City Council enacted Ordinance No. 32-14 which amended and readopted the Eastside Neighborhood Plan element of the Redevelopment Plan adding priority elements.

(G) On August 10, 2017, the City Council adopted Resolution No. 17-43 which authorized issuance of the City's Eastside Redevelopment Revenue Bond, Series 2017 (the "Series 2017 Bond") to finance community redevelopment projects in the Redevelopment Area, in furtherance of the Redevelopment Plan, and provided that the Series 2017 Bond would be payable from and secured by tax increment revenues paid into the Trust Fund and conveyed by the Agency to the City for payment of the Bond pursuant to interlocal agreement between the Agency and the City.

(H) The City and Agency have jointly established a program known as the Attainable Housing Infill Program for purposes of providing financial and other assistance to facilitate construction of affordable housing in the Redevelopment Area and other areas of the City.

(I) Such financial assistance includes the provision of residential lots upon which affordable housing will be constructed, without charge, through a grant or donation.

(J) The provision of affordable housing in the Redevelopment Area is contemplated by and is an objective of the Redevelopment Plan and Chapter 163, Part III, Florida Statutes.

(K) Fellowship Prayer Temple Inc. (the "Seller") owns a parcel of real property located in the Redevelopment Area, at 2700 Block Dr. Martin Luther King, Jr. Drive, Pensacola, Florida, Parcel ID# 000S009020180146 (the "Property") and has agreed to sell the Property to the City for the appraised value of \$190,000.

(L) The City hereby determines that acquisition of the Property will facilitate the goals and objectives of the Attainable Housing Infill Program, the Redevelopment Plan and Chapter 163, Part III, Florida Statutes.

### SECTION 3. PURCHASE OF THE PROPERTY AUTHORIZED.

(A) The City Council hereby determines that it is necessary and in the best interests of the health, safety and welfare of the City, the Redevelopment Area and the

inhabitants thereof to acquire the Property, that such acquisition shall advance the community redevelopment objectives of the Redevelopment Plan and shall constitute and serve the purposes of "community redevelopment" within the meaning of and in accordance with the Act, and such acquisition is hereby authorized.

(B) The cost to acquire the Property shall be paid with City funds consisting of proceeds of the Series 2017 Bond and CRA funds consisting of Trust Fund revenues.

(C) Upon acquisition of the Property, the Property shall be utilized by the City solely for the affordable housing purposes contemplated herein. Any conveyance of the Property, or portion thereof, by the City to a third party for such affordable housing purposes shall be solely by grant or donation and not for monetary consideration; provided, however, that the instrument(s) effectuating such conveyance may include restrictions upon, and covenants, conditions, and obligations assumed by, the third party to ensure that the Property is developed and/or used for affordable housing purposes.

(D) The Mayor is hereby authorized and directed to take all actions necessary to effectuate the provisions of this Resolution.

SECTION 4. SEVERABILITY. If any one or more of the provisions of this Resolution should be held contrary to any express provision of law or shall for any reason whatsoever be held invalid by a court of competent jurisdiction, then such provisions shall be null and void and shall be deemed separate from the remaining provisions of this Resolution.

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

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

Adopted: \_\_\_\_\_

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

ATTEST:

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



Source: Escambia County Property Appraiser

[Restore Full Version](#)

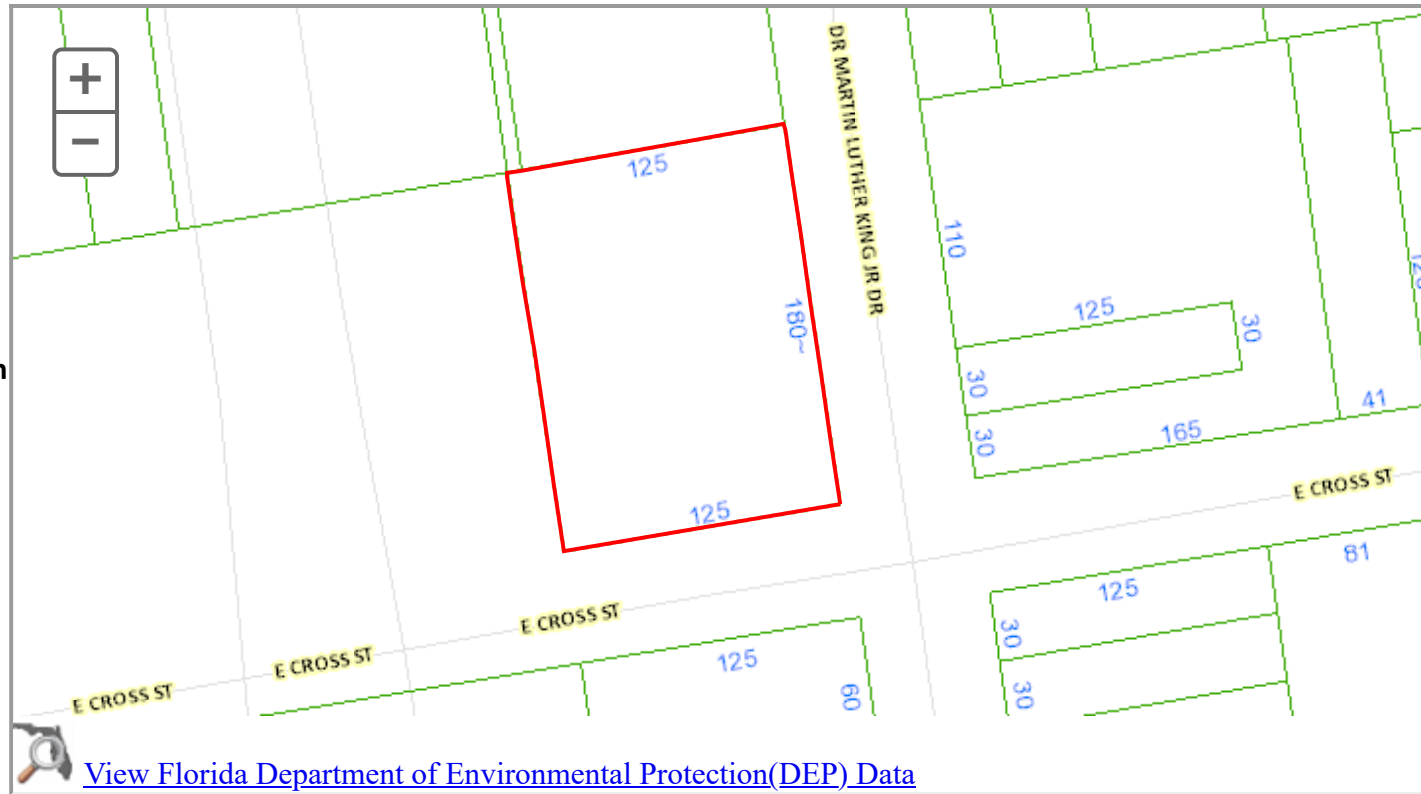
<b>General Information</b> <b>Parcel ID:</b> 000S009020180146 <b>Account:</b> 134477000 <b>Owners:</b> FELLOWSHIP PRAYER TEMPLE INC <b>Mail:</b> 2710 DR MARTIN L KING JR DR PENSACOLA, FL 32503 <b>Situs:</b> 2700 BLK DR MARTIN LUTHER KING JR 32503 <b>Use Code:</b> VACANT RESIDENTIAL <b>Taxing Authority:</b> PENSACOLA CITY LIMITS <b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a> Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						<b>Assessments</b> <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th><a href="#">Cap Val</a></th> </tr> </thead> <tbody> <tr> <td>2021</td> <td>\$38,250</td> <td>\$0</td> <td>\$38,250</td> <td>\$38,250</td> </tr> <tr> <td>2020</td> <td>\$38,250</td> <td>\$0</td> <td>\$38,250</td> <td>\$38,250</td> </tr> <tr> <td>2019</td> <td>\$38,250</td> <td>\$0</td> <td>\$38,250</td> <td>\$38,250</td> </tr> </tbody> </table> <a href="#">Disclaimer</a>  <a href="#">Market Value Breakdown Letter</a>  <a href="#">Tax Estimator</a>  <a href="#">File for New Homestead Exemption Online</a>					Year	Land	Imprv	Total	<a href="#">Cap Val</a>	2021	\$38,250	\$0	\$38,250	\$38,250	2020	\$38,250	\$0	\$38,250	\$38,250	2019	\$38,250	\$0	\$38,250	\$38,250										
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<b>Sales Data</b> <a href="#">MLS Listing #591288</a> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>02/19/2009</td> <td>6429</td> <td>57</td> <td>\$35,000</td> <td>WD</td> <td></td> </tr> <tr> <td>12/23/2008</td> <td>6411</td> <td>211</td> <td>\$6,643</td> <td>WD</td> <td></td> </tr> <tr> <td>01/28/2008</td> <td>6283</td> <td>145</td> <td>\$100</td> <td>CJ</td> <td></td> </tr> <tr> <td>02/2004</td> <td>5353</td> <td>904</td> <td>\$45,000</td> <td>WD</td> <td></td> </tr> </tbody> </table> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						Sale Date	Book	Page	Value	Type	Official Records (New Window)	02/19/2009	6429	57	\$35,000	WD		12/23/2008	6411	211	\$6,643	WD		01/28/2008	6283	145	\$100	CJ		02/2004	5353	904	\$45,000	WD		<b>2021 Certified Roll Exemptions</b> RELIGIOUS  <b>Legal Description</b> LT 18 19 20 21 22 & 23 BLK 146 EAST KING TRACT OR 5353 P 904 OR 6429 P 57 CA 62  <b>Extra Features</b> None				
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<b>Parcel Information</b>  <b>Section Map Id:</b> <a href="#">CA062</a>						<a href="#">Launch Interactive Map</a>																																		

**Approx.  
Acreage:**  
0.4843

**Zoned:**  
R-NC

**Evacuation  
& Flood  
Information**

[Open  
Report](#)



Buildings
Images
None

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.

**RESTRICTED APPRAISAL REPORT**

**OF A**

**VACANT LAND PARCEL**

**LOCATED IN THE**

**2700 BLOCK OF DR. MARTIN LUTHER KING, JR. DRIVE**  
**PENSACOLA, ESCAMBIA COUNTY, FLORIDA 32503**

**EXCLUSIVELY FOR**

**CITY OF PENSACOLA**

**AS OF**

**MAY 6, 2022**

**BY**

**CHARLES C. SHERRILL, JR., MAI**  
**STATE - CERTIFIED GENERAL APPRAISER #RZ1665**

**2803 EAST CERVANTES STREET, SUITE C**

**PENSACOLA, FLORIDA**

**32503**

## **RESTRICTED APPRAISAL REPORT**

*The subject property consists of a vacant land parcel that is located in the 2700 Block of Dr. Martin Luther King, Jr. Drive in Pensacola. The property is currently listed for sale with a real estate broker, and the client is interested in the purchase of the subject property at a yet-undetermined price.*

*The three traditional approaches to value real estate are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Vacant land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of subject improvements, the Cost Approach was not applicable to this appraisal. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.*

*The subject property is comprised of a vacant land parcel with no lease encumbrances. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report.*

*Furthermore, this is a Restricted Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it might not include detailed or complete discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. It should be emphasized that the rationale for how the appraiser arrived at the opinions and conclusions that are set forth in this report may not be properly understood without the additional information in the appraiser's work file. The appraiser is not responsible for unauthorized use of this report.*

***Coronavirus Disease 2019 (Covid-19) is an extremely serious illness that has very rapidly become a world-wide pandemic. It has had a significant effect on the health and financial well-being in recent weeks of all humans throughout the world. The spread of this new coronavirus is being monitored by the Centers for Disease Control (CDC), the World Health Organization, and numerous other health organizations across the globe. This virus has caused extreme detriment to the overall economic conditions of communities throughout the world. However, as of the effective date of this appraisal, the subject property value is not considered to have been impacted by the coronavirus.***

**CLIENT:** City of Pensacola  
Attention: Ms. Deana Stallworth  
Property Lease Manager  
222 West Main Street  
Pensacola, Florida 32502

**APPRAISER:** Charles C. Sherrill, Jr., MAI  
State - Certified General Appraiser #RZ1665  
Sherrill Appraisal Company  
2803 East Cervantes Street, Suite C  
Pensacola, FL 32503

**APPRAISAL FILE NUMBER:** N222-0046

**PROPERTY LOCATION:** 2700 Block of Dr. Martin Luther King, Jr. Drive,  
Pensacola, Escambia County, Florida, 32503

**PROPERTY TYPE/CURRENT USE:** Vacant Land Parcel

**REPORTED PROPERTY OWNER:** Fellowship Prayer Temple, Inc.

**OCCUPANT:** Not Applicable

**SALES HISTORY:** The subject property is currently owned by Fellowship Prayer Temple, Inc. According to the public records, the subject property was acquired by the current owner prior to 2010. The appraiser is unaware of any sales transactions of the property in the five years preceding the effective date of this valuation. However, the subject property is being marketed for sale by Coldwell Banker Realty at a price of \$233,750. A copy of the current listing data sheet of the subject is presented in the addendum of this appraisal report. The client is interested in the purchase of the subject property.

**LEGAL DESCRIPTION:** A legal description of the subject property obtained from the Escambia County Property Appraiser's Office is presented in the addendum of this appraisal report.

**TAX ACCOUNT NUMBER:** 13-4477-000

**PARCEL IDENTIFICATION NO.:** 00-0S-00-9020-180-146

**PROPERTY DESCRIPTION:** The subject property is located at the northwest corner of Dr. Martin Luther King, Jr. Drive and East Cross Street. The corner parcel is rectangular in shape. The site apparently has approximately 169 feet of frontage on the west side of Dr. Martin Luther King, Jr. Drive and 125 feet of frontage on the north side of East Cross Street. The western boundary of the property adjoins the right-of-way of the elevated Interstate 110. Some traffic noise can be heard at the subject property from this well-travelled roadway, but its elevated characteristic is considered to reduce a majority of this noise.

According to the Escambia County Property Appraiser's Office, the property contains 0.4843 acre. This equates by calculation to a land area of 21,096 square feet. The parcel is comprised of six individual platted lots within Block 146 of the East King Tract. Five of these lots have a size of 30 feet by 125 feet (3,750 square feet of land area), and the sixth is approximately 19 feet by 125 feet.

The property is level and cleared, and it appears to have satisfactory drainage. Public sanitary sewer service is reported to be available to the subject. The public utilities available to the site are considered to be adequate. It appears that the parcel is not located within a designated flood area (Flood Zone X; Flood Panel Map #12033C0380G).

Dr. Martin Luther King, Jr. Drive is a two-laned roadway with singular-directional traffic (south-bound) in front of the subject. East Cross Street is a two-laned roadway with two-way traffic. Overall access and visibility of the property are concluded to be adequate. The average daily traffic count on Dr. Martin Luther King, Jr. Drive in the vicinity of the subject of approximately 3,000 vehicles is considered to be relatively moderate.

The property is zoned R-NC; Residential/Neighborhood Commercial under the zoning ordinances of the City of Pensacola. Permitted land uses within the subject zoning district include single-family residential, multiple-family residential, offices, retail, liquor package store, restaurants, churches, banks, motels, appliance repair shops, gasoline service stations, and automobile service garages which perform minor repairs. The property has a Future Land Use Classification of R.N.C.; Residential Neighborhood Commercial.

**CURRENT PROPERTY  
TAX ASSESSMENT:**

38,250; It should be noted that the current property owner is exempt from paying real estate taxes based upon its religious/church status.

**ZONING CLASSIFICATION:**

R-NC; Residential/Neighborhood Commercial

**FUTURE LAND USE  
CLASSIFICATION:**

R.N.C.; Residential Neighborhood Commercial

**HIGHEST AND BEST USE AS  
VACANT:**

Residential

**HIGHEST AND BEST USE AS  
IMPROVED:**

Not Applicable

<b>ESTIMATED EXPOSURE TIME:</b>	6 to 9 Months
<b>ESTIMATED MARKETING TIME:</b>	6 to 9 Months
<b>TYPE AND DEFINITION OF VALUE:</b>	The purpose of this appraisal is to estimate the market value of the subject property as defined by federal financial institutions regulatory agencies as well as the Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C.
<b>INTENDED USER OF APPRAISAL REPORT:</b>	City of Pensacola; No other party is entitled to rely upon this report without written consent of the appraiser.
<b>INTENDED USE OF REPORT:</b>	For the sole purpose of assisting the client, City of Pensacola, in internal business decisions concerning the possible purchase of the subject property.
<b>PROPERTY INTEREST VALUED:</b>	Fee Simple Title (defined as absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, taxation, and/or any easements that may be present on the property).
<b>DATE OF PROPERTY INSPECTION:</b>	May 6, 2022
<b>EFFECTIVE DATE OF VALUE:</b>	May 6, 2022
<b>DATE OF APPRAISAL REPORT:</b>	June 15, 2022
<b>MARKET VALUE CONCLUSION:</b>	\$190,000 (Value of property as vacant, subject to the appraisal assumptions and limiting conditions that are presented in the addendum of this appraisal report)



## **SCOPE OF WORK PERFORMED IN THIS APPRAISAL ASSIGNMENT:**

The three traditional approaches to value real estate are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Vacant land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of subject improvements, the Cost Approach was not applicable to this appraisal. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.

In performing this appraisal of the subject property, Charles C. Sherrill, Jr., MAI first identified the appraisal problem to be solved. Based upon the property type and intended use of this appraisal, the appraiser determined and performed the scope of work necessary to develop assignment results that were credible, and disclosed this scope of work in the appraisal report. In doing so, the appraiser inspected the subject property, conducted a telephone interview with both the designated property contact (client) and the listing real estate agent, and researched and analyzed comparable land sales and offerings of comparable properties in the local area. This information was applied in the Sales Comparison Approach to valuation, and it was given sole consideration in the market value conclusions. This particular scope of appraisal work is considered to be sufficient to achieve credible assignment results.

This is a Restricted Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it might not include detailed or complete discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. It should be emphasized that the rationale for how the appraiser arrived at the opinions and conclusions that are set forth in this report may not be properly understood without the additional information in the appraiser's work file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for unauthorized use of this report.

## **ATTACHMENTS:**

Attached are a summary of the Sales Comparison Analysis, the assumptions and limiting conditions of this appraisal, the certification of the appraiser, subject photographs, location maps, a site plan, a plot plan, a copy of an aerial photograph, a legal description, the Multiple Listing Data Sheet for the subject, a wetlands map, a flood zone map, zoning maps, a contour map, a summary of the comparable land sales, site plans and aerial photographs of the comparable sales, a corresponding comparable location map, and the appraiser's professional qualifications.

## SUMMARY OF LAND VALUATION ANALYSIS:

A summary of the data pertaining to vacant land sales and offerings considered to be similar to the subject is presented below. Summary information pertaining to each of these comparables, site plans and aerial photographs, and a location map are presented at the conclusion of this appraisal report. It should be noted that the current listing of the subject property has been included in this analysis.

COMP RECORD			DATE OF	SALE		PRICE/
<u>NO.</u>	<u>NO.</u>	<u>LOCATION</u>	<u>SALE</u>	<u>PRICE</u>	<u>SQ. FT.</u>	<u>SQ. FT.</u>
1	601966	1016 North D Street	01/26/22	\$54,900	7,732	\$7.10
2	587633	2625 North 8 <sup>th</sup> Avenue	06/31/21	\$70,000	9,361	\$7.48
3	602869	1115 North B Street	02/18/22	\$63,000	5,841	\$10.79
4	1398	2700 Block of Dr. Martin Luther King, Jr. Drive (Current Offering – Subject)	05/06/22	\$233,750	21,096	\$11.08

The above land sales represent properties considered generally comparable to the subject. These parcels range in size from 5,841 to 21,096, square feet, which is generally smaller than the size of the subject. All are suitable for a residential type of use, and they range in size from 1.5 to 6 home sites. Each is located throughout the general subject area. These comparables range in price from \$54,900 to \$233,750, which equates to a unit price of \$7.10 to \$11.08 per square foot. However, the current offering of the subject reflects the upper end of this indicated unit price range.

In this analysis, price adjustments were considered for such dissimilarities as property rights conveyed, atypical financing, conditions of the sale, market conditions (time), location, land size, shape, access/exposure, topography, utilities availability, and zoning. After these necessary price adjustments were made for dissimilarities, when compared to the subject, a unit value of \$8.25 to \$11.08 per square foot results for the subject. When placing least emphasis on the current offering of the subject (Comparable No. 4), a more narrow value range of \$8.25 to \$10.87 per square foot results for the subject.

In placing equal weight on each of the three sales, a unit value towards the middle to lower end of the above range is concluded to be appropriate for the subject. Therefore, a value of \$9.00 per square foot is estimated for this valuation. This concluded unit value is well-bracketed by both the adjusted and the unadjusted unit price ranges of the comparables, is considered to be reasonable based upon property characteristics and current market conditions.

The estimated value of the subject property from this sales comparison analysis is shown below. A grid summarizing the price adjustments is presented on the following page of this appraisal report.

$$\begin{array}{rclclcl} 21,096 \text{ SQ. FT.} & & \times & & \$9.00/\text{SQ. FT.} & & = & & \$189,864 \\ & & & & \text{ROUNDED:} & & & & \underline{\underline{\$190,000}} \end{array}$$

The above total land value estimate is well within the total sales price range of \$54,900 to \$233,750 that is indicated by the above comparables. This is concluded to be reasonable based upon the overall characteristics of the subject property, along with the current market conditions. Furthermore, it equates to \$31,667 per allowable home site. This is considered to be reasonable based upon the above comparable sales and the overall characteristics of the subject parcel. The comparable sales have an indicated price per lot which ranges from \$25,000 to \$40,000.

c21-0046L

<b>SUMMARY OF LAND SALES ADJUSTMENTS</b>
--

	Comp. No. 1	Comp. No. 2	Comp. No. 3	Comp. No. 4
Index Number	601966	587633	6002869	1398
Total Sales Price	\$54,900	\$70,000	\$63,000	\$233,750
Square Feet	7,732	9,361	5,841	21,096
Price Per Square Foot	\$7.10	\$7.48	\$10.79	\$11.08
<u>Price Adjustments</u>				
Property Rights Conveyed	0%	0%	0%	0%
Adjusted Unit Price	\$7.10	\$7.48	\$10.79	\$11.08
Atypical Financing Terms	0%	0%	0%	0%
Adjusted Unit Price	\$7.10	\$7.48	\$10.79	\$11.08
Conditions of Sale	0%	0%	-5%	0%
Adjusted Unit Price	\$7.10	\$7.48	\$10.25	\$11.08
Market Conditions (Time)	1%	3%	1%	0%
Adjusted Unit Price	\$7.17	\$7.70	\$10.35	\$11.08
<u>Adjustments- Physical Characteristics</u>				
Location	10%	--	--	--
Size of Site	-10%	-10%	-15%	--
Shape of Site	--	--	--	--
Access/Road Frontage	--	5%	5%	--
Topography	--	--	--	--
Utilities Availability	--	--	--	--
Zoning	15%	15%	15%	--
Other Features	--	--	--	--
Cumulative (Net) Adjustments	15%	10%	5%	0%
Adjusted Price Per Square Foot	\$8.25	\$8.47	\$10.87	\$11.08
				(Subject Listing)

## **ASSUMPTIONS AND LIMITING CONDITIONS:**

This appraisal and the appraiser's certification that follows is subject to the following assumptions and limiting conditions:

1. The three traditional approaches to value real estate are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Vacant land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of subject improvements, the Cost Approach was not applicable to this appraisal. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.
2. This is a Restricted Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it might not include detailed or complete discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. It should be emphasized that the rationale for how the appraiser arrived at the opinions and conclusions that are set forth in this report may not be properly understood without the additional information in the appraiser's work file. The appraiser is not responsible for unauthorized use of this report.
3. The client is the party who engages an appraiser (by employment or contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identifies them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
4. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report. The property is appraised as though free and clear of any or all liens and encumbrances unless otherwise stated in this report. Responsible ownership and competent property management are assumed unless otherwise stated in this report. Typical mortgage loan encumbrances and utility easements are assumed to exist.
5. If the property is improved, it is assumed that the structural and mechanical components of the building are in good condition and operating properly, unless reported otherwise.

6. The information furnished by others is believed to be accurate, true, and reliable. However, no warranty is given for its accuracy.
7. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover such conditions.
9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
11. It is assumed that all required licenses, certificates of occupancy consents, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained this report are based.
12. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made by the appraiser for the purpose of this report.
13. It is assumed that the utilization of the land and improvement is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
14. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substance should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substance such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

15. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communication barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
16. The appraiser warrants only that the value conclusion is his best opinion estimate as of the exact day of valuation. For prospective value estimates, the appraiser cannot be held responsible for unforeseeable events which might alter market conditions prior to the effective date of the appraisal.
17. Any proposed improvements are assumed to be completed in good workmanlike manner in accordance with the submitted plans and specifications.
18. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
19. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used, or reproduced in part or its entirety, for any purpose by any person other than the **City of Pensacola** without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
20. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
21. Use of this appraisal constitutes acceptance of the stated limiting conditions and assumptions. The appraiser's liability extends to the current client and not to subsequent users of the appraisal.
22. The Americans with Disabilities Act (ADA) became effective January 26, 1992. For improved properties, we have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirement of ADA in estimating the value of the property.
23. The appraiser certifies that he has no debt relationship with the **City of Pensacola**.

24. This valuation is contingent upon there being no contamination of the soil due to any source, including but not limited to underground tanks, if any.
25. This appraisal is contingent upon a survey, legal description, and land area calculation being prepared by a qualified and properly licensed engineer to indicate the subject property to be basically the same as described in this appraisal report.
26. The appraisal does not include Furniture, Fixtures, or Equipment (F F & E).
27. Coronavirus Disease 2019 (Covid-19) is an extremely serious illness that has very rapidly become a world-wide pandemic. It has had a significant effect on the health and financial well-being in recent weeks of all humans throughout the world. The spread of this new coronavirus is being monitored by the Centers for Disease Control (CDC), the World Health Organization, and numerous other health organizations across the globe. This virus has caused extreme detriment to the overall economic conditions of communities throughout the world. However, as of the effective date of this appraisal, the subject property value is not considered to have been impacted by the coronavirus. The appraiser has reviewed available market surveys and performed on-going interviews recently with various knowledgeable market participants (such as real estate brokers, owners, developers, and lenders) to closely monitor this issue.

#### **EXTRAORDINARY APPRAISAL ASSUMPTIONS:**

There are no extraordinary assumptions of this appraisal.

#### **HYPOTHETICAL CONDITIONS OF THE APPRAISAL:**

There are no hypothetical conditions of this appraisal.



## **CERTIFICATION OF THE APPRAISER**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property (as vacant land) that is the subject of this appraisal report.
- I have performed no services as an appraiser, or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
- No one provided significant real property appraisal assistance to the person signing this appraisal report and certification.
- I currently hold an appropriate state license or certification allowing the performance of real estate appraisals in connection with federally related transactions of properties located in Florida.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the State of Florida for state-certified appraisers.

The Appraisal Institute and the State of Florida conduct mandatory programs of continuing education for its designated members and licensees, respectively. Appraisers who meet the minimum standards of these programs are awarded periodic educational certification. As of the date of this report, I have completed the requirements of the continuing education programs for designated members of the Appraisal Institute, and of the State of Florida, respectively.

The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission, as well as the Appraisal Institute.

A handwritten signature in blue ink, appearing to read "Charles C. Sherrill, Jr.", followed by a stylized flourish or second signature.

---

Charles C. Sherrill, Jr., MAI  
State - Certified General Appraiser #RZ1665



Ron DeSantis, Governor

Julie I. Brown, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**FLORIDA REAL ESTATE APPRAISAL BD**

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

**SHERRILL, CHARLES C JR PA**

2803 EAST CERVANTES STREET SUITE C  
PENSACOLA FL 32503

**LICENSE NUMBER: RZ1665**

**EXPIRATION DATE: NOVEMBER 30, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



## PHOTOGRAPHS OF SUBJECT PROPERTY



Front View of Subject Property (From Dr. Martin Luther King Jr. Drive)



Side of Subject Property (From East Cross Street)

## PHOTOGRAPHS OF SUBJECT PROPERTY

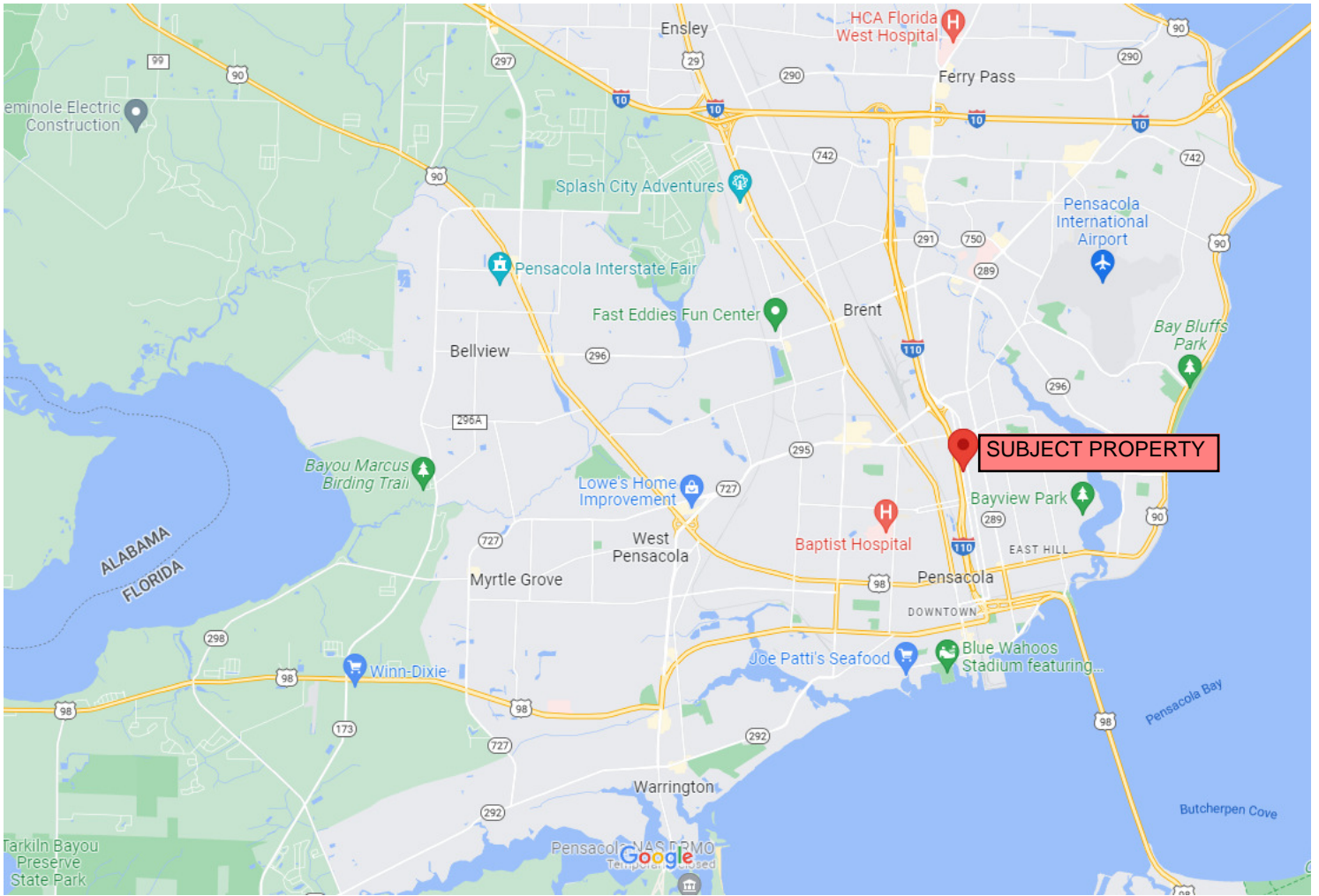


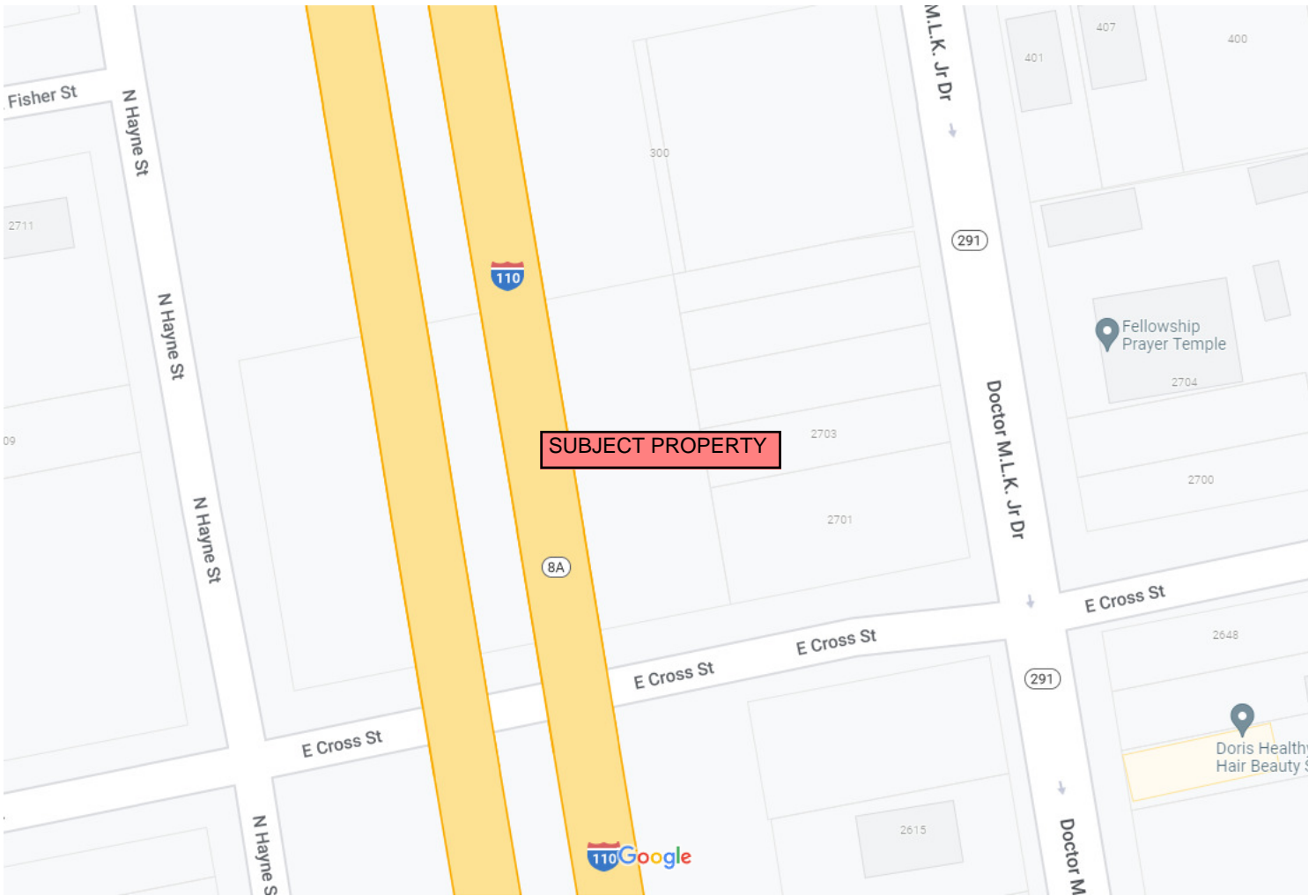
View of Interior of Subject Parcel

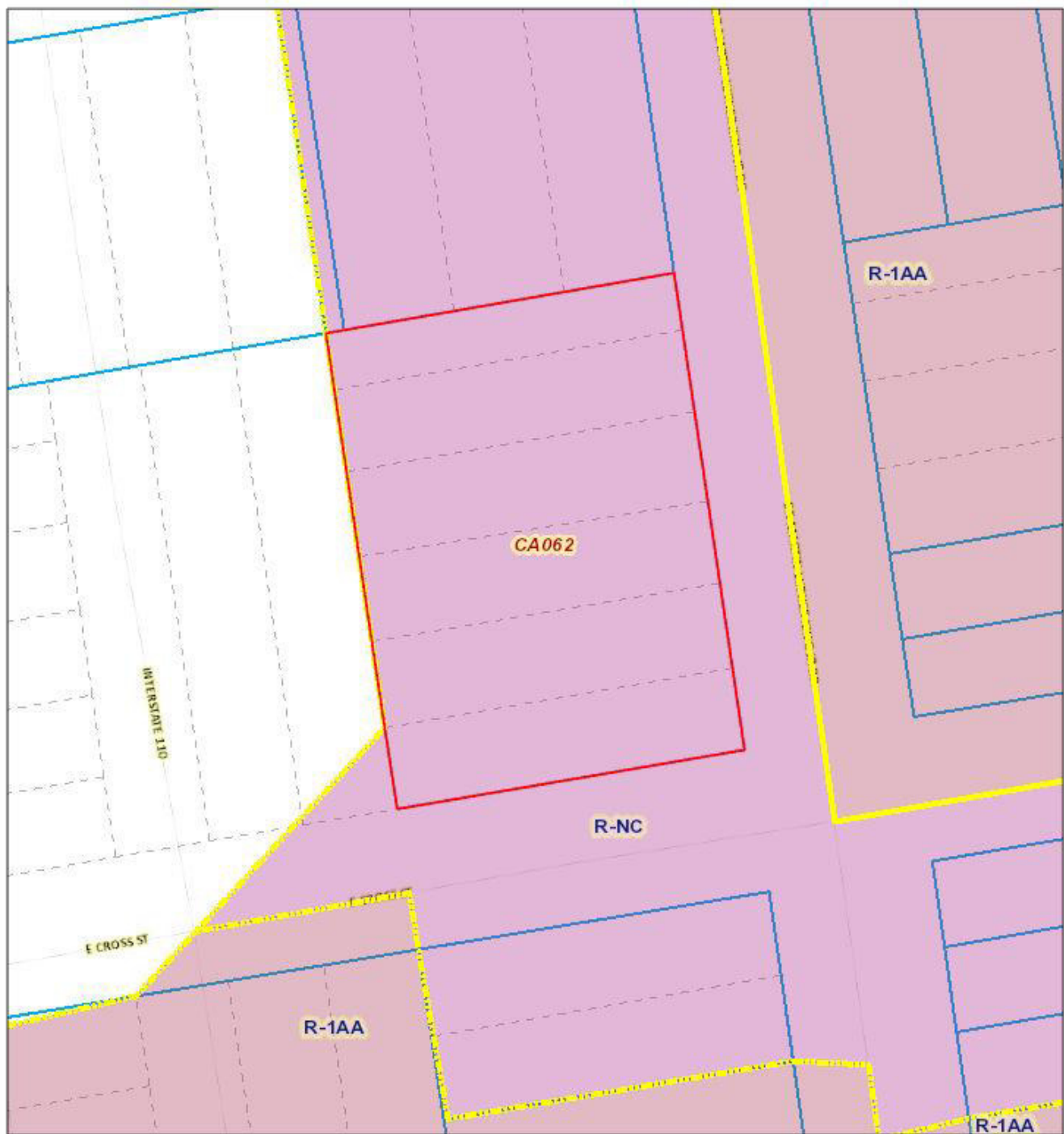


Subject Street Scene From Dr. Martin Luther King Jr. Drive

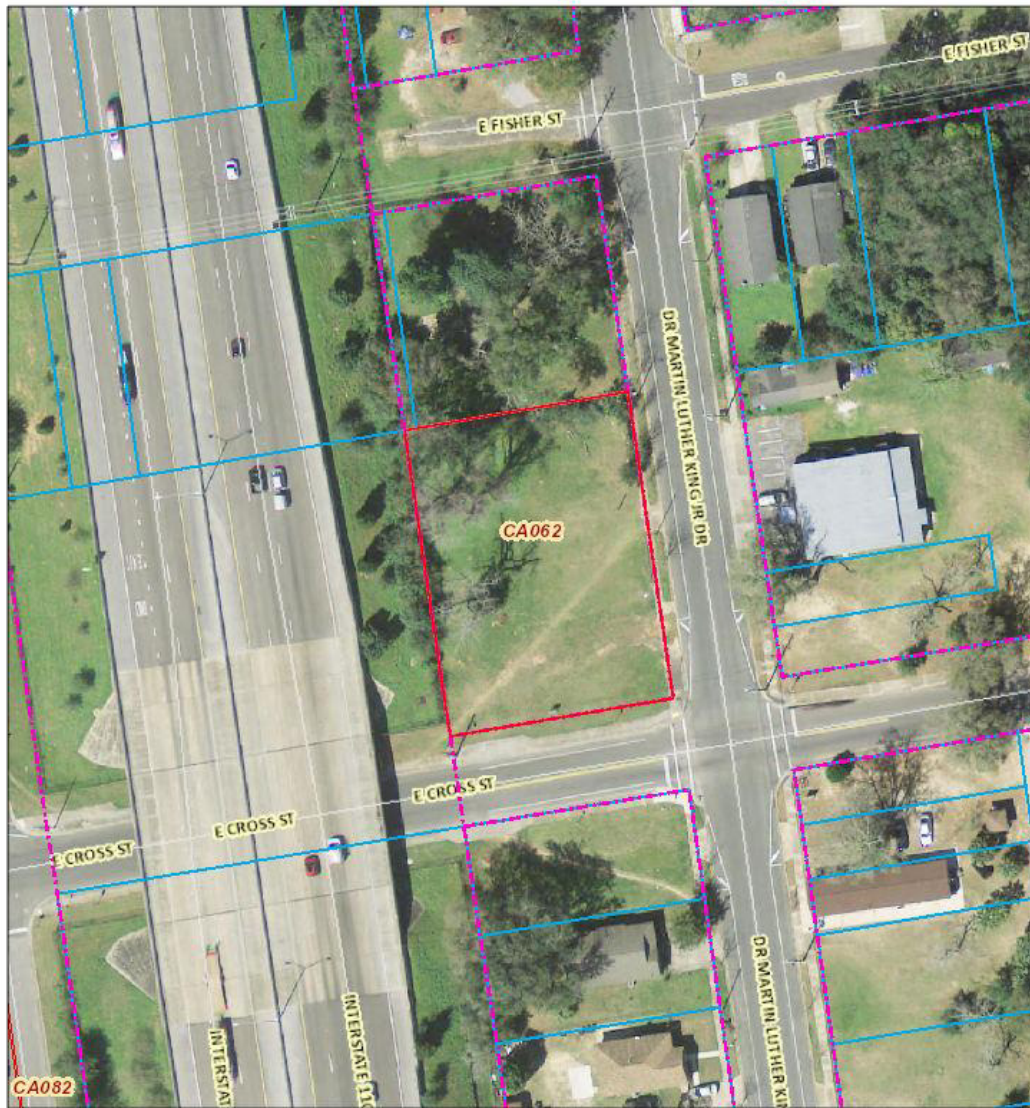






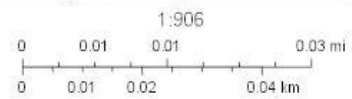






May 10, 2022

- Override 1
- Property Line
- Right of Way
- Boundary
- Map Grid



[Restore Full Version](#)

General Information						Assessments				
Parcel ID:	000S009020180146					Year	Land	Imprv	Total	Cap Val
Account:	134477000					2021	\$38,250	\$0	\$38,250	\$38,250
Owners:	FELLOWSHIP PRAYER TEMPLE INC					2020	\$38,250	\$0	\$38,250	\$38,250
Mail:	2710 DR MARTIN L KING JR DR PENSACOLA, FL 32503					2019	\$38,250	\$0	\$38,250	\$38,250
Situs:	2700 BLK DR MARTIN LUTHER KING JR 32503					Disclaimer				
Use Code:	VACANT RESIDENTIAL					Market Value Breakdown Letter				
Taxing Authority:	PENSACOLA CITY LIMITS					Tax Estimator				
Tax Inquiry:	<a href="#">Open Tax Inquiry Window</a>					File for New Homestead Exemption Online				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						2021 Certified Roll Exemptions				
Sales Data <a href="#">MLS Listing #591288</a>						RELIGIOUS				
Sale Date	Book	Page	Value	Type	Official Records (New Window)	Legal Description				
02/19/2009	6429	57	\$35,000	WD		LT 18 19 20 21 22 & 23 BLK 146 EAST KING TRACT OR 5353 P 904 OR 6429 P 57 CA 62				
12/23/2008	6411	211	\$6,643	WD						
01/28/2008	6283	145	\$100	CJ						
02/2004	5353	904	\$45,000	WD						
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						Extra Features				
						None				

**Parcel Information**

Section Map Id: [CA062](#)

Approx. Acreage: 0.4843

Zoned: R-NC

Evacuation & Flood Information  
[Open Report](#)

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

Launch Interactive Map



# Scott Lunsford, CFC • Escambia County Tax Collector

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# 2021

# REAL ESTATE

# TAXES



Notice of Ad Valorem and Non-Ad Valorem Assessments

SCAN TO PAY ONLINE

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
13-4477-000	16		0005009020180146

FELLOWSHIP PRAYER TEMPLE INC  
2710 DR MARTIN L KING JR DR  
PENSACOLA, FL 32503

PROPERTY ADDRESS:  
2700 BLK DR MARTIN LUTHER KING JR

EXEMPTIONS:  
RELIGIOUS

## AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	38,250	38,250	0	0.00
PUBLIC SCHOOLS					
BY LOCAL BOARD	1.9620	38,250	38,250	0	0.00
BY STATE LAW	3.6950	38,250	38,250	0	0.00
PENSACOLA	4.2895	38,250	38,250	0	0.00
WATER MANAGEMENT	0.0294	38,250	38,250	0	0.00
M.S.T.U. LIBRARY	0.3590	38,250	38,250	0	0.00
ESCAMBIA CHILDRENS TRUST	0.5000	38,250	38,250	0	0.00

TOTAL MILLAGE 17.4514

AD VALOREM TAXES \$0.00

## LEGAL DESCRIPTION

## NON-AD VALOREM ASSESSMENTS

LEGAL DESCRIPTION	TAXING AUTHORITY	RATE	AMOUNT
LT 18 19 20 21 22 & 23 BLK 146 EAST KING TRACT OR 5353 P 904 OR 6429 P 57 CA 62			
NON-AD VALOREM ASSESSMENTS			\$0.00

**Pay online at EscambiaTaxCollector.com**

Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS \$0.00

If Paid By Please Pay	May 31, 2022 \$0.00				
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RETAIN FOR YOUR RECORDS

## 2021 REAL ESTATE TAXES

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

Make checks payable to:

**Scott Lunsford, CFC**  
Escambia County Tax Collector

P.O. BOX 1312

PENSACOLA, FL 32591

Pay online at EscambiaTaxCollector.com

Payments in U.S. funds from a U.S. bank

## PAY ONLY ONE AMOUNT

AMOUNT IF PAID BY May 31, 2022  
0.00

AMOUNT IF PAID BY

AMOUNT IF PAID BY

AMOUNT IF PAID BY

AMOUNT IF PAID BY

DO NOT FOLD, STAPLE, OR MUTILATE

### ACCOUNT NUMBER

13-4477-000

### PROPERTY ADDRESS

700 BLK DR MARTIN LUTHER KING JR

FELLOWSHIP PRAYER TEMPLE INC  
2710 DR MARTIN L KING JR DR  
PENSACOLA, FL 32503

**LAND**

**Agent Full - For Agent's Only. Do Not Distribute to Clients.**

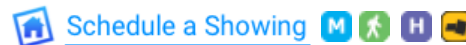
**MLS #** 591288 **Prop Type:** RESIDENTIAL LOTS **List Price:** \$233,750  
**Status:** Active **Last Change:** 2/16/2022 **List Date:** 6/10/2021  
**Address:** 2700 BLK DR MARTIN LUTHER KING JR ... **Lot Size:** 180x125  
PENSACOLA FL 32503 **Acreage:** 0.484000  
**County:** ESCAMBIA **Price Per Acre:** \$486,979.17  
**Subdivision:** NONE **Approx Sqft:**  
**Client Hit Ct:** 15 **Water Frontage:**  
**Parcel #** 000S009020180146 **NumLots:** **Road Front Feet:**  
**Elem:** OJ SEMMES **Middle:** WORKMAN **High:** WASHINGTON **Front Foot Price**  
**Dir:** Northwest corner of the intersection of Dr Martin Luther King Jr Dr. and Cross St.



**Legal:** Escambia County Parcel ID# 000S009020180146 Brief Legal Description LT 18 19 20 21 22 & 23 BLK 146 EAST KING TRACT OR 5353 P 904 OR 6429 P 57 CA 62

**Virtual Tour:**

**Media:**



**Property Description**

For sale is a prime corner lot located at the intersection of Cross St and Dr. Martin Luther King Jr Drive. This property is well located for infill residential development; however, the R-NC zoning allows a variety of uses. Mostly cleared and level, this property can be divided into 6 residential lots based on the historical lot lines or developed for Neighborhood Commercial uses.

**Agent Notes** Vacant lot. Show and sell.

**ACCESS/SURFACE** CITY STREET

**WATER** PUBLIC WATER  
**SEWER** PUBLIC SEWER  
**ZONING** COMMERCIAL, RES MULTI, RES SINGLE

**County Zoning:**

**SPECIAL SALE TYPE:** N/A

**Land Lease per Year:**

**1st Mort Amount:**

**FEES INCLUDE:**

**Contingency Reason:**

**Mtg Amt Offered:**

**1st Mtg Mo Pymt:**

**Interest Rate:**

**1st Mtg Incl:**

**Assignment of Interest:** N

**Seller Terms:**

**Equity:**

**ACCEPT FINANCING:** CASH, CONVENTIONAL

**LstOff:** Coldwell Banker Realty - OFC: 850-432-5300  
**LstAgt:** BEN MANGRUM - CELL: 850-341-3730  
**LstAgt Email:** ben.mangrum@cbrealty.com  
**Co-Off:** Coldwell Banker Commercial NRT - OFC: 850-432-5320  
**Co-Agt:** MICHAEL MANGRUM - CELL: 850-748-2264

**BuyAgt:** 3.0%  
**TrnsBrk:** 3.0%  
**NonRep:** 0.0%  
**Dual/Var?:** Y  
**Bonus Amt:**  
**Bonus Terms:**

**List Type:** EXCLUSIVE RIGHT OF SALE  
**Agency Relationship:** TRANSACTION BROKER  
**Sellers:** Fellowship Prayer Temple  
**SHOWING:** SEE AGENT NOTES, VACANT  
**Bonus Exp Date:**

**LtdServ:** N  
**Sellers Ph:**

**Sold Price:**  
**Closed Date:**  
**Contract Date:**  
**Sale Factors:**

**DOM/CDOM:** 330 / 330  
**DUC:**  
**Contingency Reason:**

**Buyer Name:**  
**Mortgage Type:**

**SellingOff:**  
**CoSellOff:**

**SellAgt:**  
**CoSellAgt:**

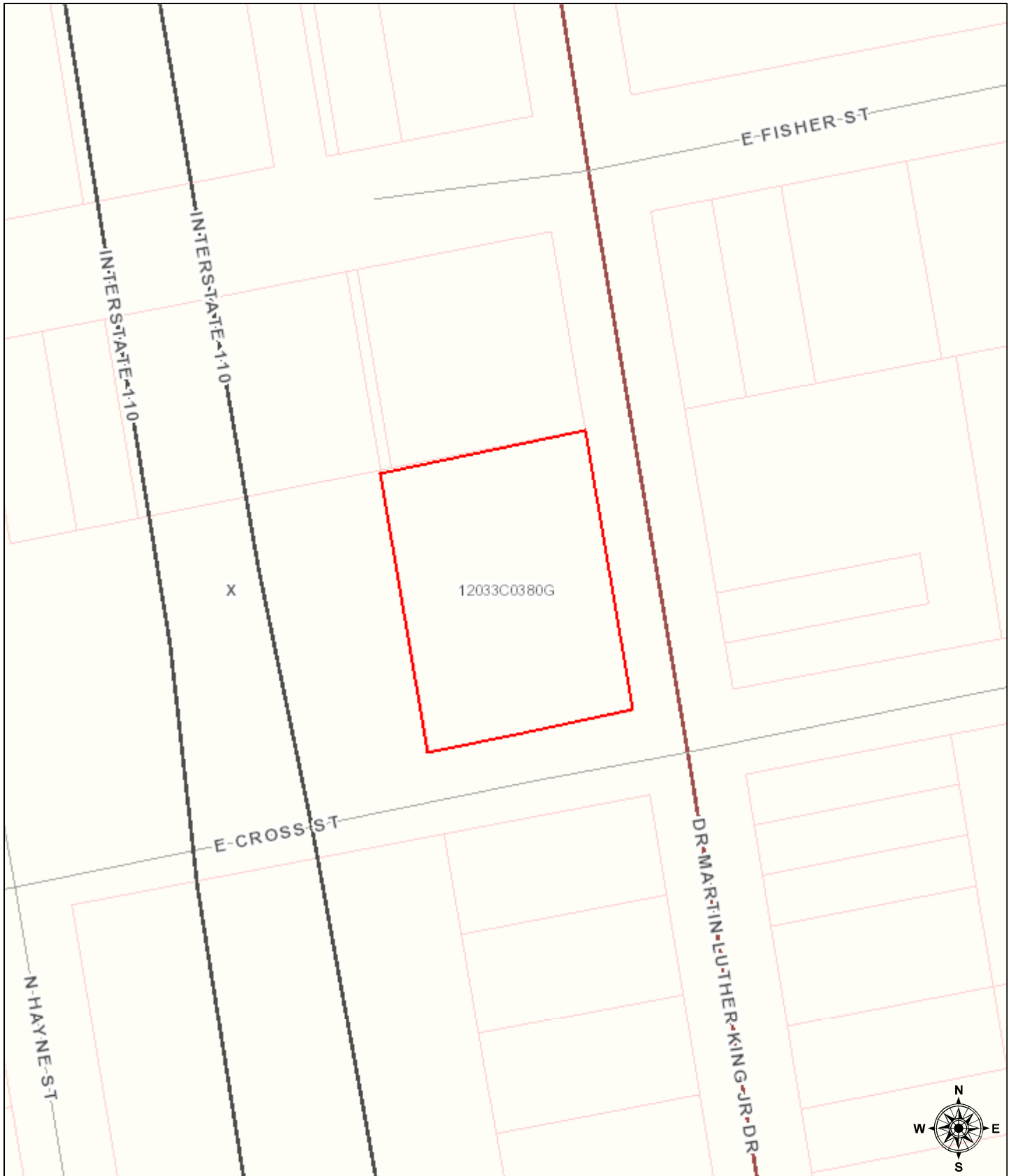
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**Prepared by:** CHARLES SHERRILL

**Confidential: Agent Only. Do not Distribute to Client.**

**05/06/2022 04:09 PM**

# FLOOD MAP



May 10, 2022

**polygonLayer**

Override 1

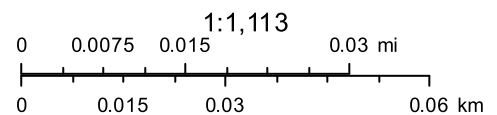
**Streets**

PRINCIPAL ARTERIAL

MINOR ARTERIAL

LOCAL ROAD

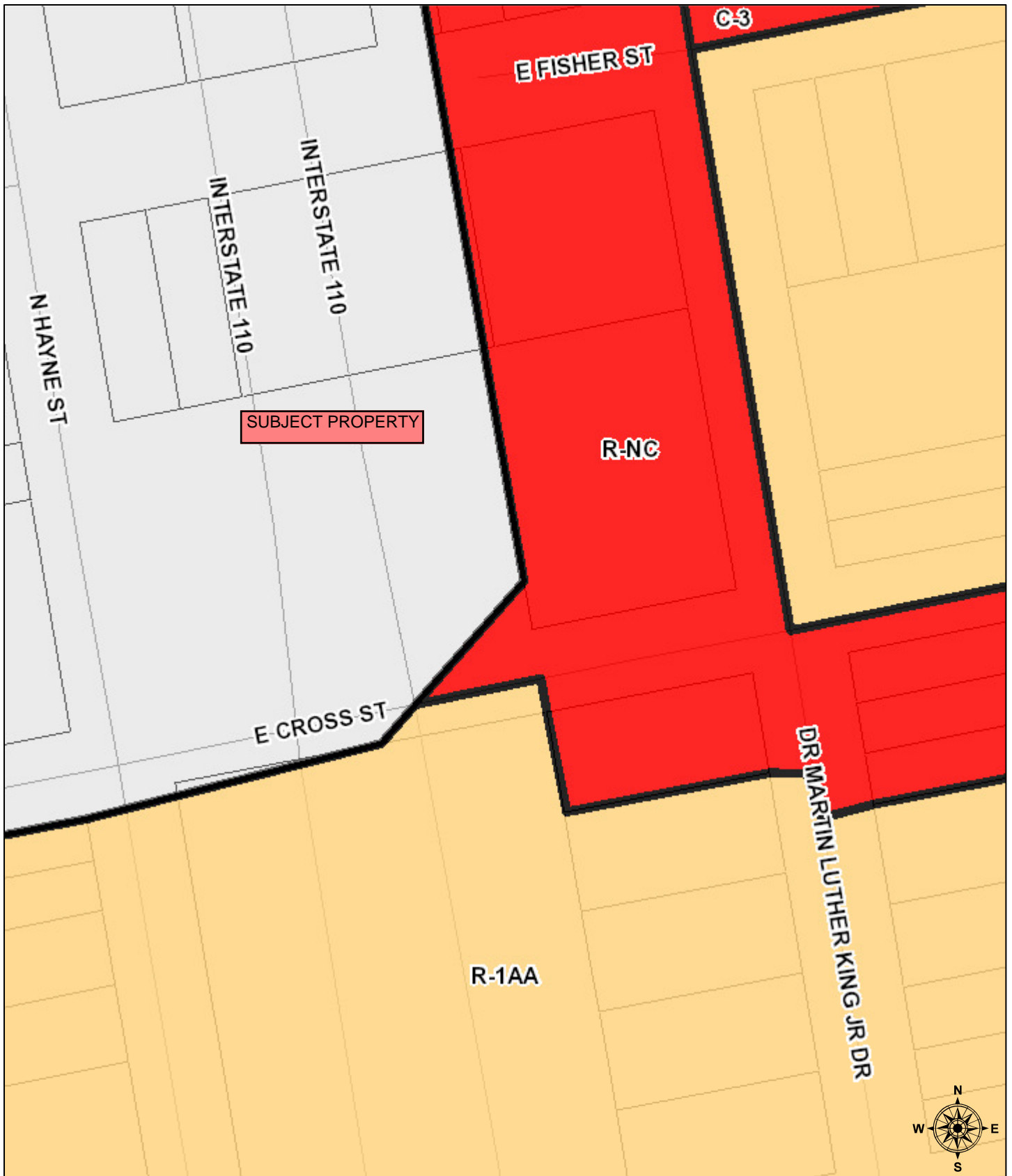
Parcels



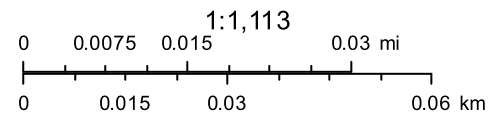
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



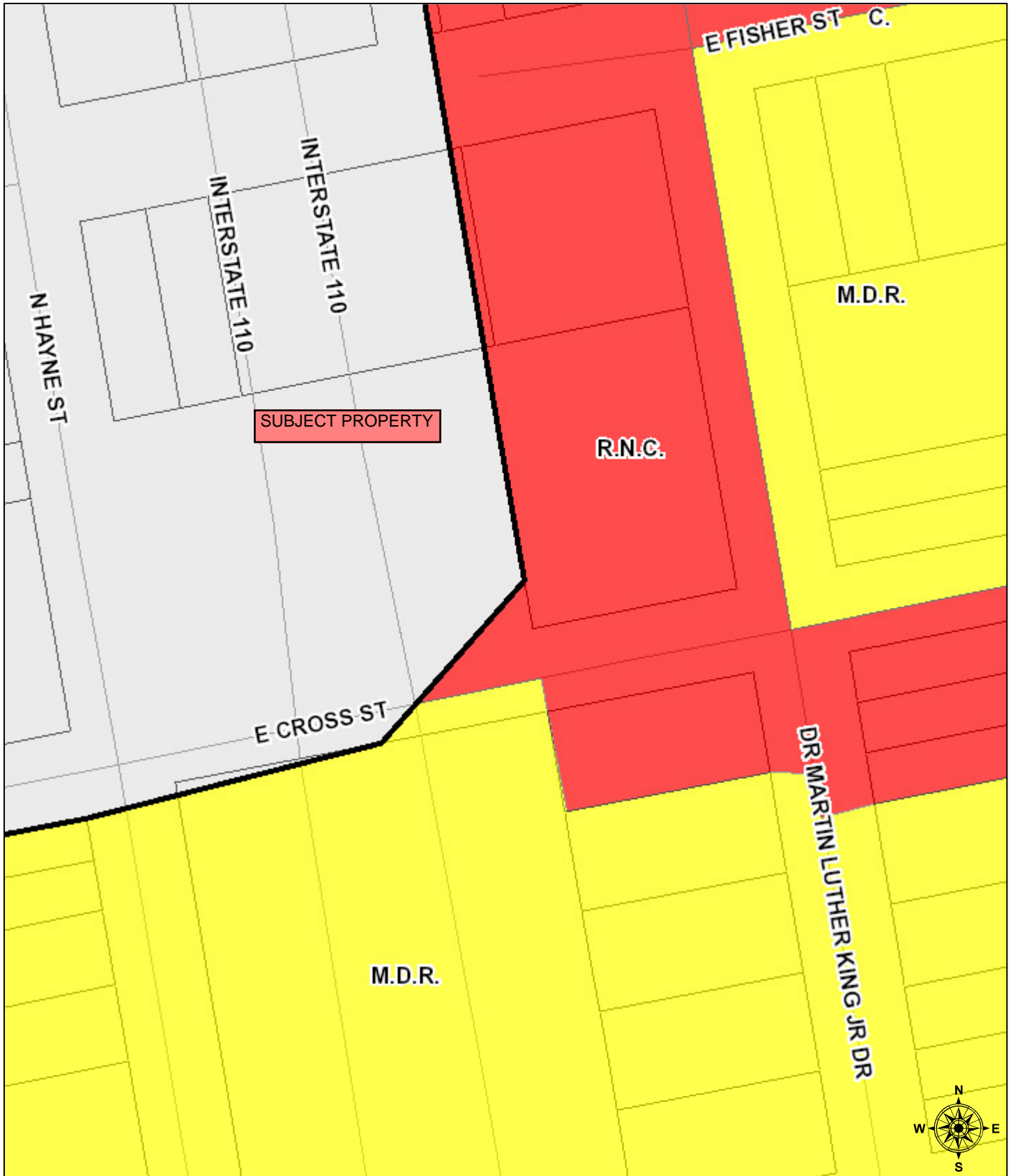
# ZONING - CITY



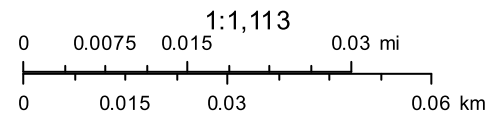
May 10, 2022



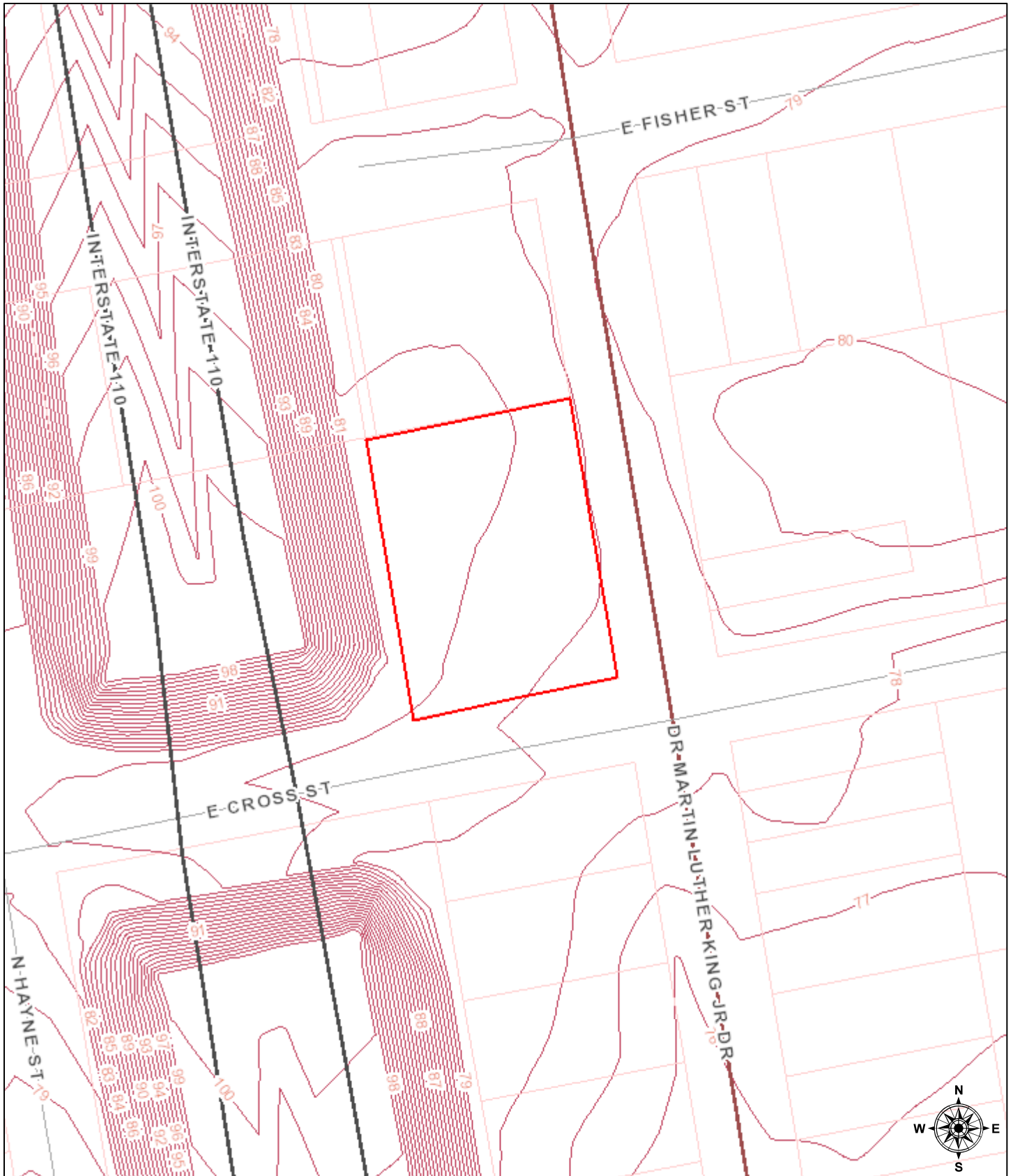
# FUTURE LAND USE



May 10, 2022



# CONTOURS



May 10, 2022

**polygonLayer**

Override 1

**Streets**

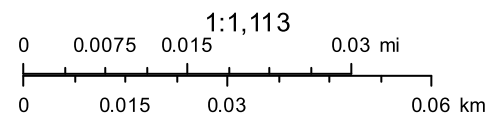
PRINCIPAL ARTERIAL

MINOR ARTERIAL

LOCAL ROAD

Parcels

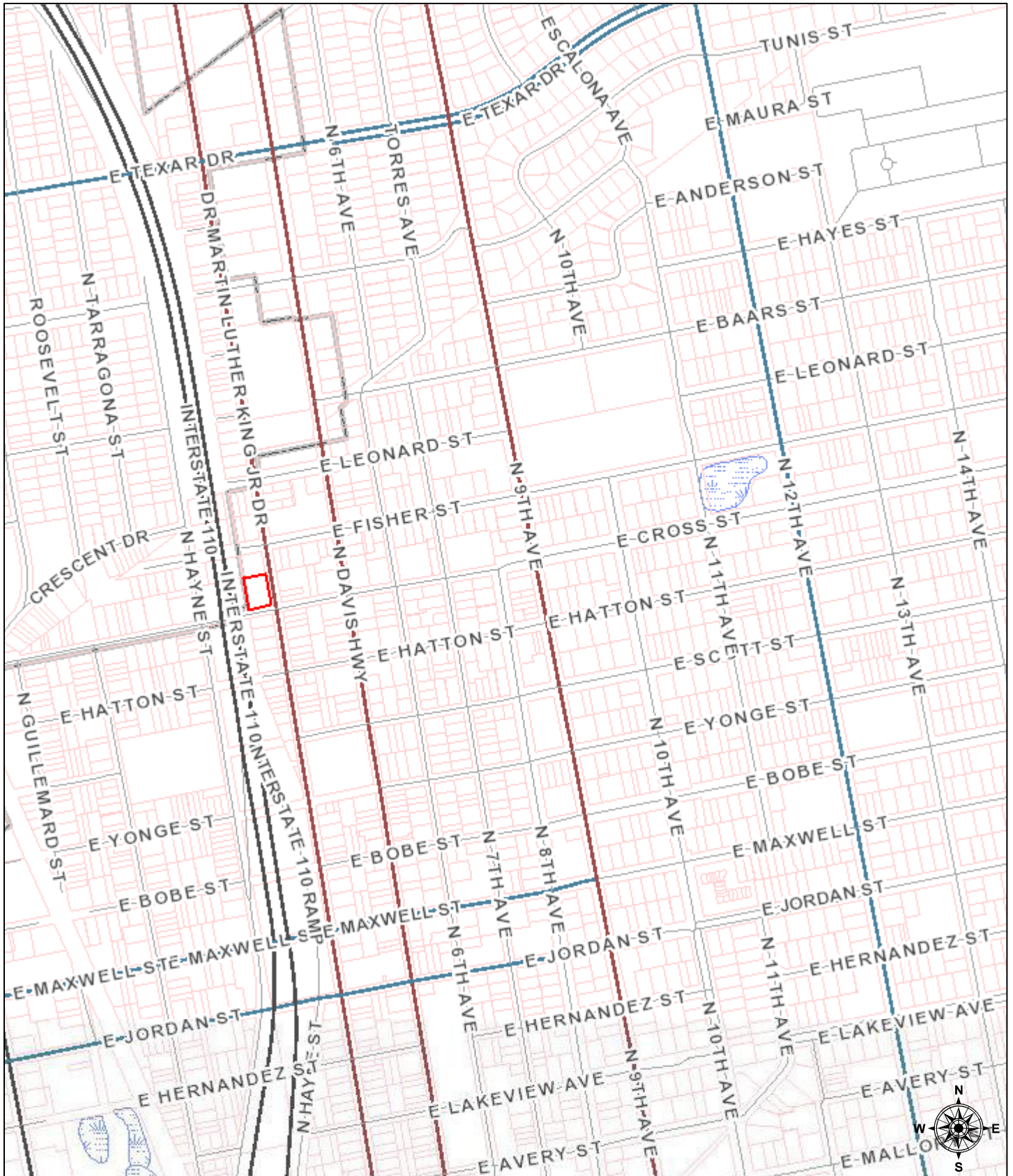
Contours - Elevation



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



# WETLANDS



May 10, 2022

**polygonLayer**

Override 1

**Streets**

PRINCIPAL ARTERIAL

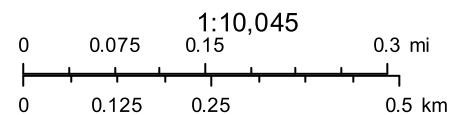
MINOR ARTERIAL

LOCAL ROAD

Parcels

Wetlands

County Outline



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

## LAND

**Agent Full - For Agent's Only. Do Not Distribute to Clients.**

MLS # 601966

Prop Type: RESIDENTIAL LOTS

List Price: \$54,900

Status: Sold

Last Change: 1/31/2022

List Date: 1/6/2022

Address: 1016 N D ST

Lot Size: 61x125

PENSACOLA

FL 32501

Acreage: 0.177500

County: ESCAMBIA

Price Per Acre: \$305,000.00

Subdivision: NONE

Approx Sqft:

Parcel # 000S009060009028

Client Hit Ct: 6

Water Frontage:

NumLots:

Road Front Feet:

Elem: GLOBAL LEA Middle: WARRINGTON High: PENSACOLA

Front Foot Price

Dir: From Cervantes turn north onto D St lot will be on the Southeast corner of D st and Gonzalez.



Legal: LTS 9 10 BLK 28 WEST KING TRACT CA 106 OR 6364 P 437 OR 6623 P 363 OR 6623 P 365 OR 6623 P 367 OR 6623 P 369 OR...

Virtual Tour:

Media:



## Property Description

The subject parcel is categorized as a single-family residential lot situated at the southeast corner of North "D" Street and West Gonzalez Street. The subject market area is located northwest of the historic neighborhood known as the Belmont-DeVilliers district in the City of Pensacola, Florida. The immediate area is in the early stages of revitalization. Improved properties immediately surrounding the subject site are a large variety of older residential structures ranging in size, age, and use. According to the Escambia County Property Appraiser's website, the dimensions of the subject parcel are roughly 61' of road frontage on North "D" Street (western boundary) by roughly 125' along West Gonzalez Street (northern boundary) by 61' (eastern boundary) by 125' (southern boundary) and contains approximately 0.1750 acres or 7,625 SF. The overall site has good visibility with average and typical utility. The site is predominantly cleared and level with a slight slope from north to south. One large, mature Oak tree remains on the north side in the approximate center of the site [inside setback]. According to the City of Pensacola's Development Code, the subject site has a zoning classification of R-1A, Medium Density Residential One & Two Family dwelling units. Minimum building setbacks are: Front, 20'; side 6'; and 25' rear. The minimum side yard for a corner lot shall not be less than ten feet from the street right-of-way line.

Agent Notes Vacant land go and show.

**WATER** PUBLIC WATER  
**SEWER** PUBLIC SEWER  
**ZONING** RES SINGLE

## County Zoning:

SPECIAL SALE TYPE: N/A

Land Lease per Year:

Mtg Amt Offered:

Interest Rate:

Assignment of Interest: N

1st Mort Amount:

1st Mtg Mo Pymt:

1st Mtg Incl:

Seller Terms:

FEES INCLUDE:

Equity:

Contingency Reason:

ACCEPT FINANCING: CASH, CONVENTIONAL

LstOff: Connell &amp; Company Realty Inc. - OFC: 850-478-4141

LstAgt: GARRETT D MCGINNIS - CELL: 256-348-4146

LstAgt Email: gmcginnis24@gmail.com

Co-Off: Connell &amp; Company Realty Inc. - OFC: 850-478-4141

Co-Agt: G. JEFFREY WHITE - CELL: 850-712-6003

BuyAgt: 2.5%

TrnsBrk: 2.5%

NonRep: 2.5%

Dual/Var?: N

Bonus Amt:

Bonus Terms:

List Type: EXCLUSIVE RIGHT OF SALE

Agency Relationship: TRANSACTION BROKER

Sellers: Huff

SHOWING: SEE AGENT NOTES

Bonus Exp Date:

LtdServ: Y

Sellers Ph:

Sold Price: \$54,900

DOM/CDOM: 1 / 1

Buyer Name: Lovewood Estate LLC

Closed Date: 1/31/2022

DUC:

Mortgage Type: CASH

Contract Date: 1/8/2022

Contingency Reason:

Sale Factors:

SellingOff: Covewood Estates LLC - OFFICE: 850-380-8585

SellAgt: MARK HABERLE - CELL: 850-380-8585

CoSellOff:

CoSellAgt:

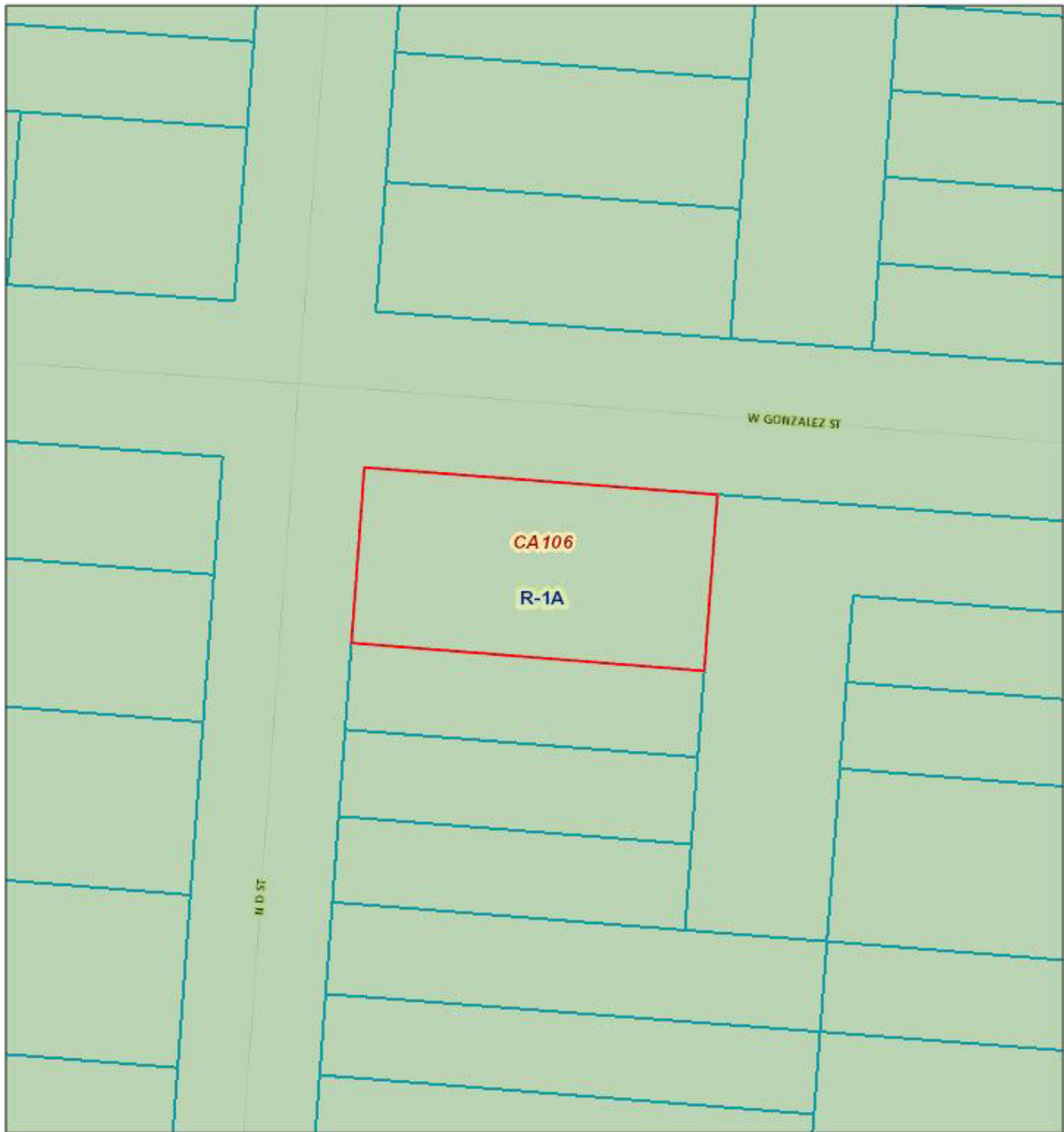
-- Information deemed reliable but not guaranteed -- Copyright: 2015 by the Pensacola Association of Realtors, inc.

Prepared by: CHARLES SHERRILL

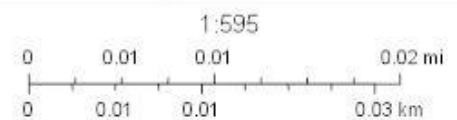
Confidential: Agent Only. Do not Distribute to Client.

06/13/2022 09:42 AM

# COMP NO. 1



June 13, 2022



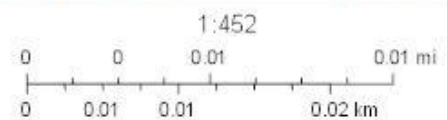


COMP NO. 1



June 13, 2022

-  Override 1
-  Property Line
-  Boundary
-  Map Grid

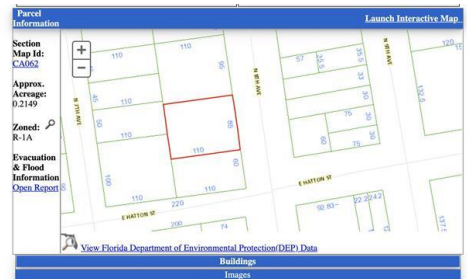


**LAND**

**Agent Full - For Agent's Only. Do Not Distribute to Clients.**

**COMP NO. 2**

**MLS #** 587633 **Prop Type:** RESIDENTIAL LOTS **List Price:** \$70,000  
**Status:** Sold **Last Change:** 6/3/2021 **List Date:** 4/7/2021  
**Address:** 2625 N 8TH AVE **Lot Size:** 110x85  
PENSACOLA FL 32503 **Acreage:** 0.214900  
**County:** ESCAMBIA **Price Per Acre:** \$333,333.33  
**Subdivision:** EAST KING TRACT **Approx Sqft:**  
**Parcel #** 000S009020160096 **Client Hit Ct:** 10 **Water Frontage:**  
**Elem:** OJ SEMMES **Middle:** WORKMAN **High:** WASHINGTON **Road Front Feet:**  
**Dir:** Traveling West on Cervantes, take a right onto 8th Ave. Parcel is located just North of Hatton on Left side street.



**Legal:** S 25 FT OF LT 16 AND ALL LTS 17 18 BROOKS S/D BLK 96 EAST KING TRACT OR 6533 P 941 CA 62

**Virtual Tour:**

**Media:**

**Property Description**

R-1A zoned residential lots in East King Tract neighborhood. 85ft of frontage on 8th Ave. This parcel is space for two new homes, townhomes, perhaps a duplex, if you're feeling frisky. With new construction popping up all over town, this could be your chance to get in on the action! Please contact me if you've ever wanted to build a home for yourself, as there are 0% down construction financing option available to you!

**Agent Notes** All info pulled from property appraiser website. When submitting offer, please list "seller" as PLVS VLTRA LLC. Seller is a licensed real estate agent. Closing to take place at Clear Title (22 N Tarragona St).

**WATER** PUBLIC WATER  
**SEWER** PUBLIC SEWER  
**ZONING** CITY

**County Zoning:**

**SPECIAL SALE TYPE:** N/A

**Land Lease per Year:**

**1st Mort Amount:**

**FEES INCLUDE:**

**Contingency Reason:**

**Mtg Amt Offered:**

**1st Mtg Mo Pymt:**

**Interest Rate:**

**1st Mtg Incl:**

**ACCEPT FINANCING:**

**Assignment of Interest:**

**Seller Terms:**

**Equity:**

**LstOff:** Voyage Real Estate LLC - OFFICE: 850-733-7444

**LstAgt:** JENNA N GRIFFIN - CELL: 850-505-3332

**LstAgt Email:** jenna@voyagegulfcoast.com

**Co-Off:**

**Co-Agt:**

**BuyAgt:** \$1500

**TrnsBrk:** \$1500

**NonRep:** \$0

**Dual/Var?:** N

**Bonus Amt:**

**Bonus Terms:**

**List Type:** EXCLUSIVE RIGHT OF SALE

**Agency Relationship:** SINGLE AGENT

**Sellers:** PLVS VLTRA LLC

**SHOWING:** VACANT

**Bonus Exp Date:**

**LtdServ:** N

**Sellers Ph:**

**Sold Price:** \$70,000

**Closed Date:** 5/31/2021

**Contract Date:** 4/9/2021

**Sale Factors:**

**DOM/CDOM:** 2 / 2

**DUC:**

**Contingency Reason:**

**Buyer Name:** Hardgrave

**Mortgage Type:** CASH

**SellingOff:** KELLER WILLIAMS REALTY GULF COAST - OFFICE: 850-308-16...

**CoSellOff:**

**SellAgt:** THE HANSEN TEAM - CELL: 850-741-1410

**CoSellAgt:**

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**Prepared by:** CHARLES SHERRILL

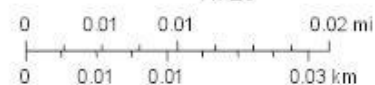
**Confidential: Agent Only. Do not Distribute to Client.**

**06/13/2022 09:43 AM**



June 13, 2022

1:728

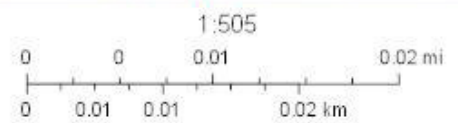






June 13, 2022

-  Override 1
-  Property Line
-  Boundary
-  Map Grid



## LAND

Agent Full - For Agent's Only. Do Not Distribute to Clients.

**MLS #** 602869 **Prop Type:** RESIDENTIAL LOTS **List Price:** \$65,000  
**Status:** Sold **Last Change:** 3/3/2022 **List Date:** 1/26/2022  
**Address:** 1115 N B ST **Lot Size:** .14  
PENSACOLA FL 32501 **Acreage:** 0.140000  
**County:** ESCAMBIA **Price Per Acre:** \$450,000.00  
**Subdivision:** WEST KING TRACT **Approx Sqft:**  
**Parcel #** 000S009060160012 **Client Hit Ct:** 9 **Water Frontage:**  
**Elem:** GLOBAL LEA **Middle:** WARRINGTON **High:** PENSACOLA **Road Front Feet:** 4,575  
**Dir:** Heading West on Hwy 90/Hwy 98, take a right onto B St. The lot will be on your left three blocks North. **Front Foot Price**

**Legal:** S1/2 OF LT 16 ALL LT 17 BLK 12 WEST KING TRACT OR 8573 P 1272 CA 106



Virtual Tour:

Media:

## Property Description

Vacant land for sale in the City of Pensacola. The lot is cleared and ready to build on with views of North Hill. Zoned R-1A. Sewer tap fee and water tap fee was paid by previous owners with gravity sewer. The survey was completed in August of 2021 by Merrill Parker Shaw and hard copies are available.

**Agent Notes** Agent related to seller. Seller to pay closing costs and use Boston National Title.

<b>TYPE USE</b>	RESIDENTIAL	<b>WATER</b>	TAP FEE PAID
<b>ACCESS/SURFACE</b>	CITY STREET	<b>SEWER</b>	TAP FEE PAID
<b>IMPROVEMENTS</b>	CLEARED		
<b>MISCELLANEOUS</b>	SURVEY AVAIL		

## County Zoning:

SPECIAL SALE TYPE: N/A

Land Lease per Year:

1st Mort Amount:

FEES INCLUDE: WATER/SEWER

Contingency Reason:

Mtg Amt Offered:

1st Mtg Mo Pymt:

Interest Rate:

1st Mtg Incl:

ACCEPT FINANCING:

Assignment of Interest: N

Seller Terms:

Equity:

LstOff: DANLEY REALTY, INC. - OFC: 850-623-4689

LstAgt: HOLLY BAKER - CELL: 850-293-6561

LstAgt Email: bakerhomes@bellsouth.net

Co-Off:

Co-Agt:

BuyAgt: 5%

TrnsBrk: 5%

NonRep: 5%

Dual/Var?: N

Bonus Amt:

Bonus Terms:

List Type: EXCLUSIVE RIGHT OF SALE

Agency Relationship: TRANSACTION BROKER

Sellers: Ashton S Baker and Alexander J G...

SHOWING: VACANT

Bonus Exp Date:

LtdServ: N

Sellers Ph:

Sold Price: \$63,000

Closed Date: 2/18/2022

Contract Date: 1/30/2022

Sale Factors:

DOM/CDOM: 4 / 4

DUC:

Contingency Reason:

Buyer Name: Powell

Mortgage Type: CASH

SellingOff: Berkshire Hathaway HomeServices PenFed Realty - OFC: 850-...

CoSellOff:

SellAgt: ELIZABETH WILLIAMS - CELL: 850-462-8290

CoSellAgt:

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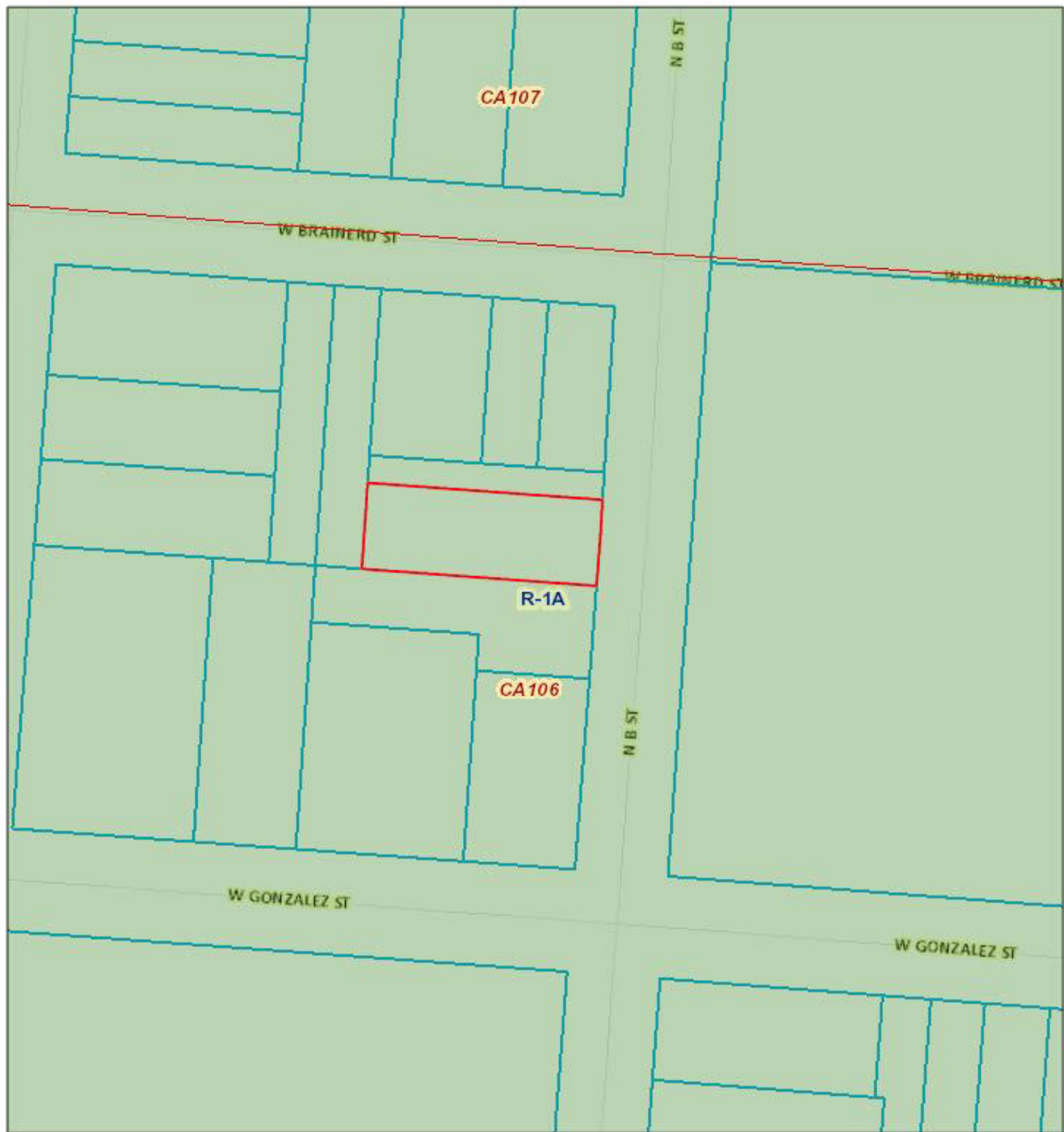
Prepared by: CHARLES SHERRILL

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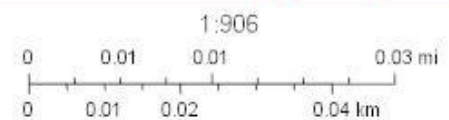
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# COMP NO. 3



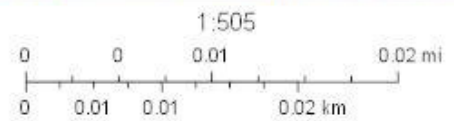
June 13, 2022





June 13, 2022

-  Override 1
-  Property Line
-  Boundary
-  Map Grid



## LAND

**Agent Full - For Agent's Only. Do Not Distribute to Clients.**

**MLS #** 591288 **Prop Type:** RESIDENTIAL LOTS **List Price:** \$233,750  
**Status:** Active **Last Change:** 6/9/2022 **List Date:** 6/10/2021  
**Address:** 2700 BLK DR MARTIN LUTHER KING JR ... **Lot Size:** 180x125  
PENSACOLA FL 32503 **Acreage:** 0.484000  
**County:** ESCAMBIA **Price Per Acre:** \$486,979.17  
**Subdivision:** NONE **Approx Sqft:**  
**Client Hit Ct:** 15 **Water Frontage:**  
**Parcel #** 000S009020180146 **NumLots:** **Road Front Feet:**  
**Elem:** OJ SEMMES **Middle:** WORKMAN **High:** WASHINGTON **Front Foot Price**  
**Dir:** Northwest corner of the intersection of Dr Martin Luther King Jr Dr. and Cross St.



**Legal:** Escambia County Parcel ID# 000S009020180146 Brief Legal Description LT 18 19 20 21 22 & 23 BLK 146 EAST KING TRACT OR 5353 P 904 OR 6429 P 57 CA 62

Virtual Tour:

Media:

**Property Description**

For sale is a prime corner lot located at the intersection of Cross St and Dr. Martin Luther King Jr Drive. This property is well located for infill residential development; however, the R-NC zoning allows a variety of uses. Mostly cleared and level, this property can be divided into 6 residential lots based on the historical lot lines or developed for Neighborhood Commercial uses.

**Agent Notes** Vacant lot. Show and sell.

**ACCESS/SURFACE** CITY STREET

**WATER** PUBLIC WATER  
**SEWER** PUBLIC SEWER  
**ZONING** COMMERCIAL, RES MULTI, RES SINGLE

**County Zoning:**

SPECIAL SALE TYPE: N/A

Land Lease per Year:

Mtg Amt Offered:

Interest Rate:

Assignment of Interest: N

1st Mort Amount:

1st Mtg Mo Pymt:

1st Mtg Incl:

Seller Terms:

Equity:

FEES INCLUDE:

Contingency Reason:

ACCEPT FINANCING: CASH, CONVENTIONAL

LstOff: Coldwell Banker Realty - OFC: 850-432-5300

LstAgt: BEN MANGRUM - CELL: 850-341-3730

LstAgt Email: ben.mangrum@cbrealty.com

Co-Off: Coldwell Banker Commercial NRT - OFC: 850-432-5320

Co-Agt: MICHAEL MANGRUM - CELL: 850-748-2264

BuyAgt: 3.0%

TrnsBrk: 3.0%

NonRep: 0.0%

Dual/Var?: Y

Bonus Amt:

Bonus Terms:

List Type: EXCLUSIVE RIGHT OF SALE

Agency Relationship: TRANSACTION BROKER

Sellers: Fellowship Prayer Temple

SHOWING: SEE AGENT NOTES, VACANT

Bonus Exp Date:

LtdServ: N

Sellers Ph:

Sold Price:

Closed Date:

Contract Date:

Sale Factors:

DOM/CDOM: 368 / 368

DUC:

Contingency Reason:

Buyer Name:

Mortgage Type:

SellingOff:

CoSellOff:

SellAgt:

CoSellAgt:

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Prepared by: CHARLES SHERRILL

Confidential: Agent Only. Do not Distribute to Client.

06/13/2022 09:44 AM

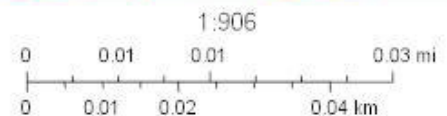


**COMP NO. 4 (SUBJECT)**



June 13, 2022

<span style="border: 1px solid red; display: inline-block; width: 10px; height: 10px;"></span> Override 1	<span style="background-color: #d3d3d3; display: inline-block; width: 10px; height: 10px;"></span> ARZ	<span style="background-color: #c0c0c0; display: inline-block; width: 10px; height: 10px;"></span> C-2	<span style="background-color: #a9a9a9; display: inline-block; width: 10px; height: 10px;"></span> GRD-1	<span style="background-color: #808080; display: inline-block; width: 10px; height: 10px;"></span> IC
<span style="border: 1px solid blue; display: inline-block; width: 10px; height: 10px;"></span> Property Line	<span style="background-color: #90ee90; display: inline-block; width: 10px; height: 10px;"></span> ARZ-1	<span style="background-color: #90ee90; display: inline-block; width: 10px; height: 10px;"></span> C-2A	<span style="background-color: #808080; display: inline-block; width: 10px; height: 10px;"></span> HC-1	<span style="background-color: #808080; display: inline-block; width: 10px; height: 10px;"></span> M-1
<span style="border: 1px dashed red; display: inline-block; width: 10px; height: 10px;"></span> Right of Way	<span style="background-color: #d3d3d3; display: inline-block; width: 10px; height: 10px;"></span> ATZ-1	<span style="background-color: #c0c0c0; display: inline-block; width: 10px; height: 10px;"></span> C-3	<span style="background-color: #a9a9a9; display: inline-block; width: 10px; height: 10px;"></span> HC-2	<span style="background-color: #808080; display: inline-block; width: 10px; height: 10px;"></span> M-2
Zoning	<span style="background-color: #90ee90; display: inline-block; width: 10px; height: 10px;"></span> ATZ-2	<span style="background-color: #90ee90; display: inline-block; width: 10px; height: 10px;"></span> CO	<span style="background-color: #808080; display: inline-block; width: 10px; height: 10px;"></span> HR-1	<span style="background-color: #808080; display: inline-block; width: 10px; height: 10px;"></span> OEHC-1
<span style="background-color: #d3d3d3; display: inline-block; width: 10px; height: 10px;"></span> <all other values>	<span style="background-color: #d3d3d3; display: inline-block; width: 10px; height: 10px;"></span> C-1	<span style="background-color: #d3d3d3; display: inline-block; width: 10px; height: 10px;"></span> GRD	<span style="background-color: #d3d3d3; display: inline-block; width: 10px; height: 10px;"></span> HR-2	<span style="background-color: #d3d3d3; display: inline-block; width: 10px; height: 10px;"></span> OEHC-2



COMP NO. 4 (SUBJECT)



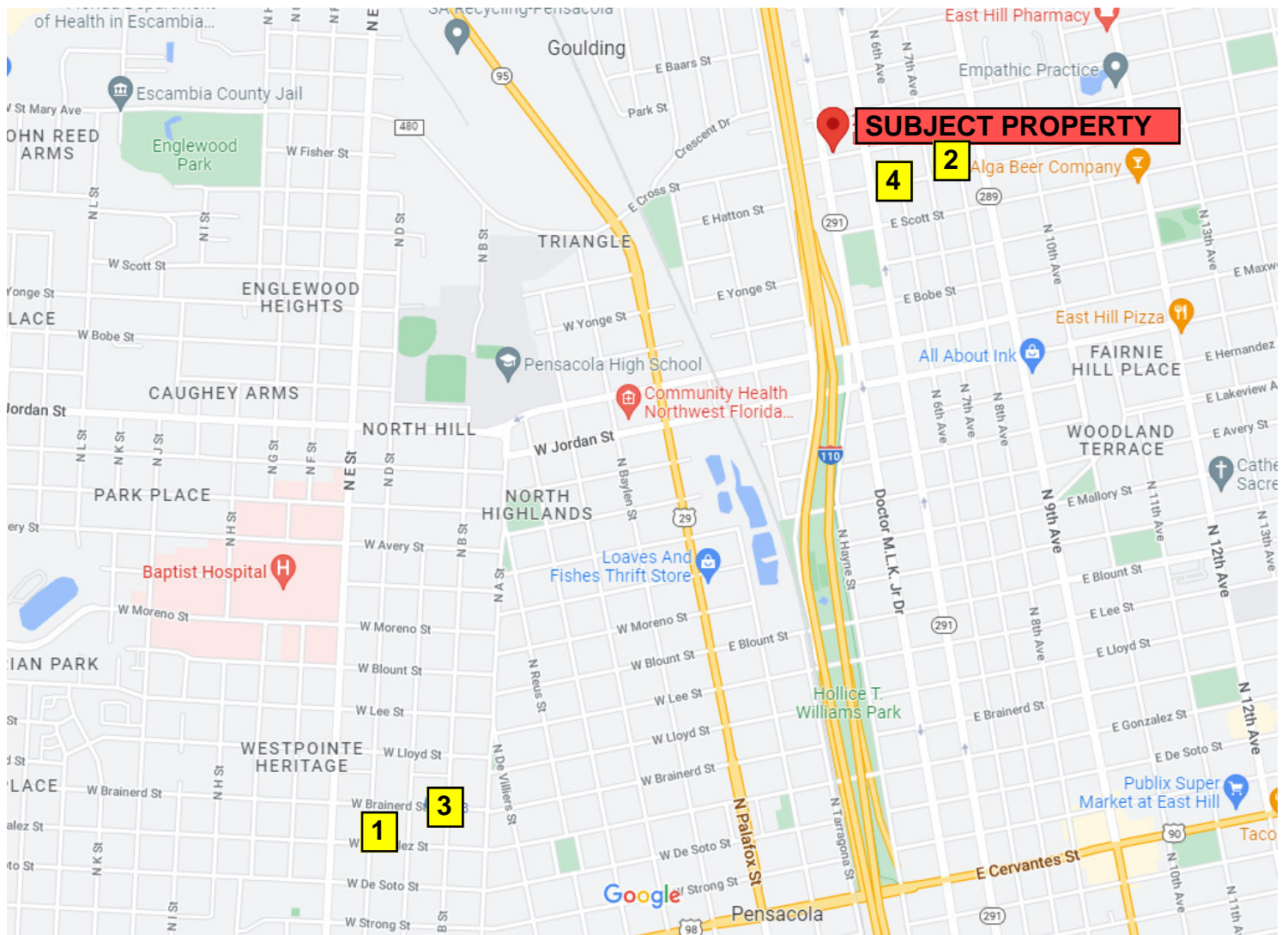
June 13, 2022

- Override 1
- Property Line
- Right of Way
- Map Grid

1:505  
0 0 0.01 0.02 mi  
0 0.01 0.01 0.02 km



## COMPARABLE LOCATION MAP



## **APPRAISER'S QUALIFICATIONS**

NAME: Charles C. Sherrill, Jr., MAI  
TITLE: President  
OFFICE ADDRESS: Sherrill Appraisal Company  
2803 East Cervantes Street, Suite C  
Pensacola, Florida 32503  
EDUCATION: Bachelor of Arts Degree in Economics, Washington & Lee University,  
Lexington, Virginia (1984)

Successfully completed the following courses sponsored by the American Institute of Real Estate Appraisers:

Course 1A-1 Real Estate Appraisal Principles (Tufts University, 1986)  
Course 1A-2 Basic Valuation Procedures (University of North Carolina, 1986)  
Course SPP Standards of Professional Practice (Atlanta, Georgia, 1987)  
Course 1B-A Capitalization Theory and Techniques - Part A (Florida State University, 1987)  
Course 1B-B Capitalization Theory and Techniques - Part B (University of Portland, 1988)  
Course 2-1 Case Studies in Real Estate Valuation (Colorado University, 1988)  
Course 2-2 Report Writing and Valuation Analysis (University of Central Florida, 1989)

Successfully completed the following course sponsored by the Commercial Investment Real Estate Institute:

Course 401 Introduction to Commercial Real Estate Analysis (Pensacola, Florida, 1995/1998)

### **CONTINUING EDUCATION:**

Credited with attendance/completion of the following seminars/courses:

#### **Appraisal Institute**

Eminent Domain and Condemnation  
Uniform Standards of Professional Appraisal Practice  
Business Practices and Ethics  
Analyzing Operating Expenses  
Appraising from Blueprints and Specifications  
Feasibility, Market Value, and Investment Timing  
Analyzing Distressed Real Estate  
Hotel/Motel Valuation  
Effective Appraisal Report Writing  
FHA Homebuyer Protection Plan and The Appraisal Process  
Standards of Professional Practice - Part C  
Standards of Professional Practice - Part A  
Fair Lending and the Appraiser  
Appraisal of Retail Properties  
Standards of Professional Practice - Part B  
Understanding Limited Appraisals and General Reporting Options - General  
Accrued Depreciation  
Depreciation Analysis  
Rates, Ratios, and Reasonableness  
Comprehensive Appraisal Workshop  
Real Estate Risk Analysis  
New Technologies for Real Estate Appraisers  
Fundamentals of Appraising Apartment Properties

## **APPRAISER'S QUALIFICATIONS**

### CONTINUING EDUCATION (Continued):

Credited with attendance/completion of the following seminars/courses:

#### State Certification

USPAP Updates  
 Florida Appraisal Laws and Regulations  
 Appraisal of 2-4 Family and Multi-Family Properties  
 Challenging Assignments for Residential Appraiser's  
 Foreclosure Basics for Appraiser's  
 Florida Appraiser Supervisor/Trainee Rules  
 Neighborhood Analysis  
 Communicating the Appraisal  
 Appraisal Principles  
 Sales Comparison Approach  
 Income Capitalization Approach  
 Cost Approach  
 Real Estate, Mortgages, and Law  
 Essential Elements of Disclosures and Disclaimers  
 Mold, A Growing Concern  
 Construction Details – from Concept to Completion  
 Environmental Hazards Impact on Value

### EXPERIENCE:

Engaged since 1986 in valuation, consulting, and market studies of various property types, including office, retail, industrial, multi-family residential, churches, restaurants, motels, subdivision developments, commercial land, acreage, marinas, single family residential, and condominiums in numerous states. Have testified as an expert witness numerous times in the Circuit Courts of Escambia, Santa Rosa, and Okaloosa Counties. Prior to joining Sherrill Appraisal Company in 1992, employed by Landauer Associates, Inc., Atlanta, Georgia (1986-1992) as Vice President, Valuation and Technical Services Division.

### PROFESSIONAL LICENSES:

State Certified General Appraiser (#RZ1665), State of Florida (1993-Present)  
 Licensed Real Estate Broker (#BK0436908), State of Florida (1996-Present)  
 Former Licensed Real Estate Salesman (#SL0436908), State of Florida (1985-1996)  
 Former State Certified Appraiser (#000439), State of Georgia (1991-1992)

### PROFESSIONAL MEMBERSHIPS:

Member, Appraisal Institute; Awarded the MAI designation by the Appraisal Institute in 1991  
 Past Member, Escambia County Value Adjustment Board (2008 – 2012)  
 Member, Pensacola Association of Realtors  
 Member, Florida Association of Realtors  
 Member, National Association of Realtors  
 Member, Truist Local Advisory Board of Directors (formerly Branch Banking and Trust Company)

### CIVIC ACTIVITIES:

Graduate, Leadership Pensacola (Class of 1999)  
 Member, Rotary Club of Pensacola (Former Board Director); Paul Harris Award Recipient  
 Past President and Executive Committee Member, Pensacola Sports Association Board of Directors  
 Past Board Member, Pensacola Sports Foundation  
 Past Secretary/Past Treasurer, Fiesta of Five Flags Association Board of Governors  
 Past Board Member and Trustee, Pensacola Historical Society Foundation  
 Past Board Member and Executive Committee Member, Pensacola State College Board of Governors  
 Past Board Director & Past Executive Committee Member, Pensacola YMCA  
 Past Board Member and Former Treasurer, Pensacola Historical Society Board of Directors  
 Past President, Booker T. Washington High School Baseball Booster Club Board of Directors

Other civic involvements include various fund raising activities for Boy Scouts of America, Junior Achievement, March of Dimes, American Cancer Society, Leukemia Society, Manna Food Bank, and the American Heart Association.



## **APPRAISER'S QUALIFICATIONS**

### **LISTING OF APPRAISER CLIENTS:**

Aegon Realty Advisors Company	Florida Department of Transportation
Aetna Realty Advisors	Gulf Coast Community Bank
Bank of America	Hancock Bank
Bank of Boston	Harvesters Federal Credit Union
Bank of Pensacola	Holley-Navarre Water
Bank South N. A.	Lakeview Center
Baptist Health Care Corp.	Lasalle Realty Advisors
Barnett Banks, Inc.	Liberty Bank
BBVA Compass	Midway Water Company
Beach Community Bank	Metropolitan Life Insurance Company
Branch Banking & Trust (BB&T)	National Bank of Commerce (Alabama)
Canadian Imperial Bank of Commerce	National Asset Management Group
Catholic Church Diocese	Navy Federal Credit Union
Centennial Bank	Pen Air Federal Credit Union
CenterState Bank	Pensacola Area Chamber of Commerce
Chase Manhattan Mortgage Corp.	Pensacola Government Credit Union
Charter Bank	Pensacola Historical Society
Chicago Title Company	Pensacola State College
Citicorp Real Estate	Pensacola Preservation Board (State of Florida)
City of Fort Walton Beach	PHH Relocation and Real Estate
City of Milton	PNC Bank
City of Pensacola	Port of Pensacola
Clarity Appraisal Management	Premier Bank (Louisiana)
Coastal Bank and Trust	Presbytery of Florida
Colonial Bank of Alabama	RBC Bank
Community Bank Of Mississippi	Recoll Management Corporation Insurance Co.
Cumberland Bank (Kentucky)	Regions Bank
Dart Appraisal Management Company	Sacred Heart Hospital
Dollar Bank	Saltmarsh, Cleaveland & Gund
Dusco Property Management	Santa Rosa County
Emerald Coast Utilities Authority	ServisFirst Bank
Episcopal Church Diocese	Smart Bank
Equity Valuation Partners	SouthState Bank
Escambia County, Florida	Southern Company
Escambia County Employees' Credit Union	SunTrust Banks, Inc.
Farm Credit of Northwest Florida	Synovus Financial
Fairfield Communities, Inc.	Travellers Realty Investment Company
Federal Aviation Administration	Trustmark Bank
Federal Deposit Insurance Corporation	Tyndall Federal Credit Union
First Alabama Bank	United Bank (Alabama)
First American Bank	Valuation Management Group
First City Bank of Fort Walton Beach	Vanguard Bank & Trust Company
First Coast Community Bank	Various Estates, Attorney's, Accountants, Insurance
First National Bank of Commerce (Louisiana)	Companies, Churches, & Property Owners
First National Bank of Florida	Wachovia Corporation
First National Bank of Georgia	Waterfront Rescue Mission
First Navy Bank	Wells Fargo Bank
Fisher Brown Insurance Company (Cost Analysis)	Whitney National Bank
Ford Motor Company	WSRE Television



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

File #: 22-00690

City Council

7/21/2022

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

TENTATIVE MILLAGE RATE - FISCAL YEAR 2023

### **RECOMMENDATION:**

That City Council set the tentative Fiscal Year 2023 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 all 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 2023 millage rates be held on September 7, 2022, 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 2023 advertised ad valorem tax rate is August 4, 2022. 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 \$5,269,264,695, which is an increase of 11.51% from the final adjusted FY 2022 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 9.7894 mils, which equates to an additional \$27.5 million in property tax revenue. However, the Mayor is recommending maintaining the same millage rate as FY 2022, 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 7, 2022,

at 5:30 p.m. in Council Chambers. The second hearing is tentatively set for September 14, 2022, 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 2023 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 \$5,269,264,695, an increase of 11.51%. This valuation will result in an increase of property tax revenue of \$2,271,700 (net of TIF \$1,700,200) from the Fiscal Year 2022 beginning budget.

The June 1, 2022 and the July 1, 2022 Taxable Value Estimates provided by the Escambia County Property Appraiser are attached.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

7/12/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Amy Lovoy, Finance Director

**ATTACHMENTS:**

- 1) Fiscal Year 2023 Taxable Value Estimates

**PRESENTATION:** No

**CITY OF PENSACOLA  
FISCAL YEAR 2023  
TAXABLE VALUE ESTIMATES**

	ADJUSTED FY 2022 FINAL	FY 2023 JUNE 1ST ESTIMATE	DIFFERENCE	%
City of Pensacola Valuation	4,725,533,160	5,218,059,297	492,526,137	10.42%
DIB Valuation	327,910,016	353,012,901	25,102,885	7.66%

**CRA**

Urban Core TIF (City/County)	736,057,251	829,320,145	93,262,894	12.67%
Urban Core TIF (DIB)	240,807,572	268,002,131	27,194,559	11.29%
Eastside TIF	28,437,174	36,060,360	7,623,186	26.81%
Westside TIF	116,033,882	153,090,432	37,056,550	31.94%

	ADJUSTED FY 2022 FINAL	FY 2023 JULY 1ST ESTIMATE	DIFFERENCE	%
City of Pensacola Valuation	4,725,533,160	5,269,264,695	543,731,535	11.51%
DIB Valuation	327,910,016	350,341,872	22,431,856	6.84%

**CRA**

City/County	736,057,251	829,743,658	93,686,407	12.73%
DIB	240,807,572	265,591,461	24,783,889	10.29%
Eastside TIF	28,437,174	36,387,908	7,950,734	27.96%
Westside TIF	116,033,882	154,629,361	38,595,479	33.26%



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00720

City Council

7/21/2022

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

REQUEST FOR AUTHORIZATION TO EXPEND TREE PLANTING TRUST FUND MONIES TO PROVIDE ROOT REVITALIZATION AND RESTORATION SERVICES FOR THE HERITAGE LIVE OAK AT GARDEN STREET AND BRUE STREET

**RECOMMENDATION:**

That Council authorize the use of the Tree Trust Fund monies, in an amount not to exceed \$8,565,00, to provide root revitalization and restoration services for the heritage live oak tree at the intersection of Garden Street and Brue Street. Finally, that City Council authorize the Mayor to execute all contracts, related documents and take all related actions necessary to complete this project.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On June 2, 2022, Wallace Landscape called the city with concerns regarding a declining live oak located within the center median along Garden Street at its intersection with Brue Street. Wallace Landscape, as part of the Garden Street revitalization, was concerned that the tree was dead, that heavy vines were the only green foliage within the tree crown, and that the tree should be removed as a potential hazard. The City Arborist inspected the 34-inch dbh tree and found that it was in decline due to the 2-feet of soil accumulated at tree trunk base. Rather than remove the heritage live oak, it was found that through removal of excessive soil and debris from the tree base along with removal of the developed adventitious rooting system the tree could be revitalized and health restored.

Under the City of Pensacola Arborist's direction, Tri-State Tree Service will remove the excessive soil and debris from trunk/root interphase, prune away any adventitious root system, perform aeration of soil to reduce compaction, add Bio-Char to increase organic matter in soil & water holding capacity, and removed dead, dying, and diseased limbs and branches from tree crown.

**PRIOR ACTION:**

None.

**FUNDING:**

Budget: \$ 8,565.00 Tree Trust Fund Appropriated Balance

Actual: \$ 8,565.00 Professional Services- Maintaining Tree

**FINANCIAL IMPACT:**

An appropriated balance in the amount of \$245,122.00 is currently available in the Tree Planting Trust Fund. The total cost of the root revitalization and restoration services shall not exceed \$8,565.00. Upon City Council approval, \$8,565.00 will be transferred from the current holding account to an account specifically for this project within the Tree Planting Trust Fund.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

7/8/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
David Forte, Deputy City Administrator- Community Development  
Amy Tootle, PE - Director Public Works & Facilities  
Brad Hinote, PE - City Engineer

**ATTACHMENTS:**

- 1) Garden Street Live Oak Tree Report

**PRESENTATION:** No

## Garden Street Live Oak Report



Garden St Island Jefferson/Brue St

The Live oak, *Quercus virginiana*, located in the center island median of Garden Street and Brue Street, is a 34-inch dbh heritage oak. The current decline in tree health and vigor is directly related to the 2 to 3-feet of excessive soil accumulation at the lower trunk. To enable this tree to regain health and vigor this excessive soil needs to be removed. Once the primary issue of soil has been addressed, the tree may be pruned to remove any vines and dead limbs that have accumulated through the tree crown.

**Objective:** removal of excessive soil and debris accumulation at tree trunk base. Soil and debris shall be removed to expose the trunk flare and root/trunk interphase. Prune Tree Crown to remove dead diseased or damaged limbs and branches greater than 1-inch diameter throughout tree crown.

**Specifications:** remove excessive soil with the use of an air excavation device/air excavator, to remove soil and accumulated debris from the lower trunk area until the trunk/root interphase has been exposed and identified.

Remove any adventitious rooting that has developed within the excessive soil and debris and prune any crossing or circling roots exposed.

### **Garden Street Live Oak Report**

Provide vertical mulching under the tree crown, 100 to 150, holes 5 to 6-inches diameter, 6 to 9-inches deep, between 2 to 3-feet apart, with holes filled with biochar or suitable organic material to improve tree vigor and reduce compaction within the critical root zone.

Prune Tree Crown to remove dead diseased or damaged limbs and branches greater than 1-inch diameter throughout tree crown.

Reduce over-extended limb and branches that have grown over Garden Street to provide 16 to 18-feet elevation over roadway.

Remove all debris and excessive soil from site and restore current landscape onsite. All work shall conform to all ANSI A300 and Z133 work and safety standards.





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00717

City Council

7/21/2022

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Ann Hill

**SUBJECT:**

USE OF NATIVE SPECIES FOR TREE REPLACEMENT ON PUBLIC SPACES UNDER CITY CONTROL

**RECOMMENDATION:**

That City Council determine that all tree replacements on public spaces which are under City control be of native species and referred to the City Council for approval, prior to replacement.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

This item seeks to enhance the use of native trees by requiring that all tree replacement on public spaces which are under City control be done using native tree species for the replacements.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The cost of using native species for tree replacement.

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) None

**PRESENTATION:** No



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

File #: 22-00751

City Council

7/21/2022

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

CORRECTIVE SPECIAL WARRANTY DEED RELATED TO DEVELOPMENT OF REAL PROPERTY AT WEST GARDEN STREET AND SOUTH SPRING STREET

**RECOMMENDATION:**

That the City Council authorize the Mayor to execute a Corrective Special Warranty Deed on behalf of the City of Pensacola as Statutory Joint Transferee of the Assets and Liabilities of the abolished Pensacola-Escambia Governmental Center Authority related to development of real property at West Garden Street and South Spring Street. Further, that City Council adopt a resolution authorizing the Mayor to take all necessary actions related to issuance of the corrective deed.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The Pensacola-Escambia Governmental Center Authority (PEGCA) was created by the legislature as special dependent district to monitor and control the construction of government buildings in the downtown area and manage real properties for that purpose. The PEGCA sold certain parcels of real property in the Spring Romana Garden Streets area to the School Board of Escambia County on March 20, 2002, by Special Warranty Deed. The legislature abolished the PEGCA on January 4, 2004, and jointly transferred its assets and liabilities to the City and the County.

200 West Garden LLC, a Louisiana limited liability, is developing the real property that was subject of the sale from PEGCA to the School Board to construct residential condominiums and closed on the property on June 30, 2022. However, the special warranty deed from PEGCA to the School Board had an error in the legal description of the real property being conveyed. In order for 200 West Garden to obtain clear title and be issued title insurance, the title insurer has required the issuance and recording of a corrective special warranty deed. As the real property lies within the City limits and the issuance of a corrective deed would technically be a liability of the PEGCA, the City would be legally correct in authorizing the Mayor to execute the corrective deed.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: N/A

Actual: N/A

**FINANCIAL IMPACT:**

None

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

6/30/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Charles V. Peppler, City Attorney

**ATTACHMENTS:**

- 1) Corrective Special Warranty Deed
- 2) Resolution No. 2022-069

**PRESENTATION:** No

Prepared by and return to:  
Kerry Anne Schultz, Esquire  
Schultz Law Group, P.L.L.C.  
2779 Gulf Breeze Parkway  
Gulf Breeze, Florida 32563

***\*\*This Special Corrective Warranty Deed corrects the error in the legal description in that certain Special Warranty Deed recorded in Official Records Book 528 at Page 1695 of the Official Records of Escambia County, Florida.***

**CORRECTIVE SPECIAL WARRANTY DEED**

**This Corrective Special Warranty Deed**, made between the City of Pensacola, a municipal corporation and the statutory joint transferee of the assets and liabilities of the Pensacola-Escambia Governmental Center Authority, a special dependent district abolished by Chapter 2003-350 Laws of Florida, effective January 2, 2004, ("Grantor), whose address is 222 W Main Street, Pensacola, Florida 32502 and The School Board of Escambia County, Florida, a body corporate of the State of Florida, ("Grantee"), whose address is 215 West Garden Street, Pensacola, Florida 32501, witnessed, that Grantor, for and in consideration of the sum of \$10.00 Dollars, to it in hand paid by Grantee, the receipt whereof is hereafter acknowledged, has granted, bargained and sold Grantee, its successors and assigns forever, that certain real property in Block 4, Donelson Tract, in the City of Pensacola, Escambia County, Florida, more particularly described in Exhibit "A" hereto.

And Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all person whomsoever claiming by, through, or under Grantor.

IN WITNESS WHEREOF, Grantor, in pursuance of action taken by Grantor in official session on July 21, 2021, has executed these presents, causing its name to be signed by its Mayor and its seal to be affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Signed, sealed and delivered in the presence of:

WITNESSES:

City of Pensacola, a municipal corporation in Escambia County, Florida

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Attest:  
By: \_\_\_\_\_  
Ericka Burnett, City Clerk

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Grover C. Robinson, as Mayor of the City of Pensacola, a municipal corporation, in Escambia County, Florida, and by Ericka Burnett, as City Clerk of the City of Pensacola, a municipal corporation, in Escambia County, Florida, who personally appeared before me and who are personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "A"**

**PARCEL 1:**

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF GARDEN STREET (150' R/W) WITH THE EAST RIGHT OF WAY LINE OF REUS STREET (50' R/W); THENCE NORTH 80 DEGREES 12'33" EAST ALONG SAID SOUTH RIGHT OF WAY LINE OF GARDEN STREET FOR A DISTANCE OF 183.50 FEET TO EAST LINE OF PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 2416 AT PAGE 367 OF THE PUBLIC RECORDS OF SAID COUNTY FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 80 DEGREES 12'33" EAST ALONG SAID SOUTH RIGHT OF WAY LINE OF GARDEN STREET FOR A DISTANCE OF 503.70 FEET TO AN INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF SPRING STREET, RIGHT OF WAY WIDTH VARIES; THENCE SOUTH 09 DEGREES 42'05" EAST (THIS COURSE AND THE NEXT TWO COURSES ALONG THE WEST RIGHT OF WAY LINE OF SPRING STREET) FOR A DISTANCE OF 294.79 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 230.00 FEET, AND DELTA ANGLE OF 30 DEGREES 00'03"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 120.43 FEET (CHORD BEARING OF SOUTH 05 DEGREES 17'57" WEST, CHORD DISTANCE OF 119.06 FEET) TO THE POINT OF TANGENCY; THENCE SOUTH 20 DEGREES 17'55" WEST FOR A DISTANCE OF 81.47 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF ROMANA STREET (45' R/W); THENCE SOUTH 80 DEGREES 12'18" WEST ALONG SAID NORTH RIGHT OF WAY LINE OF ROMANA STREET FOR A DISTANCE OF 296.24 FEET TO THE EAST LINE OF PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 3380 AT PAGE 682 OF THE PUBLIC RECORDS OF SAID COUNTY, ALSO BEING THE WEST LINE OF PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 1081 AT PAGE 259 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 09 DEGREES 41'25" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 240.13 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 16, BLOCK 4, OF THE DONELSON TRACT IN THE CITY OF PENSACOLA ACCORDING TO THE MAP OF PENSACOLA COPYRIGHTED BY THOMAS C. WATSON IN 1906, ALSO BEING THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 27, SAID BLOCK 4; THENCE SOUTH 80 DEGREES 12'26" WEST ALONG SAID EASTERLY EXTENSION AND SOUTH LINE FOR A DISTANCE OF 140.78 FEET TO THE WEST LINE OF PARCELS DESCRIBED IN OFFICIAL RECORD BOOK 2290 AT PAGE 801, OFFICIAL RECORD BOOK 2411 AT PAGE 258, AND OFFICIAL RECORD BOOK 6471 AT PAGE 1123 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 09 DEGREES 51'44" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 116.02 FEET TO THE NORTH LINE OF SAID PARCELS DESCRIBED IN OFFICIAL RECORD BOOK 2411 AT PAGE 258 AND OFFICIAL RECORD BOOK 6471 AT PAGE 1123; THENCE NORTH 80 DEGREES 08'16" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 5.50 FEET TO THE EAST LINE SAID PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 2416 AT PAGE 367; THENCE NORTH 09 DEGREES 51'44" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 124.10 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND BEING A PORTION OF DONELSON TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA.

RESOLUTION  
NO. 2022-069

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA AUTHORIZING THE EXECUTION OF A CORRECTIVE SPECIAL WARRANTY DEED RELATING TO THE SALE OF REAL PROPERTY BY PENSACOLA-ESCAMBIA GOVERNMENTAL CENTER AUTHORITY TO THE SCHOOL BOARD OF ESCAMBA COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pensacola-Escambia Governmental Center Authority ("PEGCA") was a special dependent district created by the State legislature to acquire, construct, improve, operate, maintain, and manage real properties comprising the governmental center complex for use and occupancy by City of Pensacola and Escambia County for their agencies and departments;

WHEREAS, PEGCA sold certain parcels of real property to the School Board of Escambia County on March 20, 2002, pursuant to its authority granted by the state legislature;

WHEREAS, the state legislature enacted Ch. 2003-350, Laws of Florida, on January 2, 2004, abolishing the PEGCA and transferring title to its assets and liabilities to the City of Pensacola and Escambia County jointly;

WHEREAS, the sale of the real property by PEGCA to the School Board of Escambia County was accomplished by Special Warranty Deed utilizing an incorrect legal description;

WHEREAS, the same real property is the subject of a sale to 200 West Garden, LLC, a Louisiana limited liability company, for the purpose of developing the real property for residential condominiums;

WHEREAS, the City of Pensacola has been requested to execute a Corrective Special Warranty Deed so that the title can be cleared and 200 West Garden, LLC can be issued title insurance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA:

Section 1. The Corrective Special Warranty Deed, a copy of which is attached, shall be executed by the City of Pensacola, which is the joint transferee of the assets and liabilities of the abolished PEGCA.

Section 2. The Mayor is authorized to execute the Corrective Special Warranty Deed on behalf of the City of Pensacola with attestation by the City Clerk.

Section 3. A certified copy of this Resolution shall be recorded in the Official Records Book, of the Public Records of Escambia County, Florida together with the Corrective Special Warranty Deed to be executed by the Mayor.

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

Adopted: \_\_\_\_\_

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

Attest:

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





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 2022-069

City Council

7/21/2022

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

RESOLUTION NO. 2022-069 - CORRECTIVE SPECIAL WARRANTY DEED RELATED TO DEVELOPMENT OF REAL PROPERTY AT WEST GARDEN STREET AND SOUTH SPRING STREET

**RECOMMENDATION:**

That City Council adopt Resolution No. 2022-069.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA AUTHORIZING THE EXECUTION OF A CORRECTIVE SPECIAL WARRANTY DEED RELATING TO THE SALE OF REAL PROPERTY BY PENSACOLA-ESCAMBIA GOVERNMENTAL CENTER AUTHORITY TO THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The Pensacola-Escambia Governmental Center Authority (PEGCA) was created by the legislature as special dependent district to monitor and control the construction of government buildings in the downtown area and manage real properties for that purpose. The PEGCA sold certain parcels of real property in the Spring Romana Garden Streets area to the School Board of Escambia County on March 20, 2002, by Special Warranty Deed. The legislature abolished the PEGCA on January 4, 2004, and jointly transferred its assets and liabilities to the City and the County.

200 West Garden LLC, a Louisiana limited liability, is developing the real property that was subject of the sale from PEGCA to the School Board to construct residential condominiums and closed on the property on June 30, 2022. However, the special warranty deed from PEGCA to the School Board had an error in the legal description of the real property being conveyed. In order for 200 West Garden to obtain clear title and be issued title insurance, the title insurer has required the issuance and recording of a corrective special warranty deed. As the real property lies within the City limits and the issuance of a corrective deed would technically be a liability of the PEGCA, the City would be legally correct in authorizing the Mayor to execute the corrective deed.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: N/A

Actual: N/A

**FINANCIAL IMPACT:**

None

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

6/30/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator

Charles V. Peppler, City Attorney

**ATTACHMENTS:**

- 1) Resolution No. 2022-069

**PRESENTATION:** No

RESOLUTION  
NO. 2022-069

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA AUTHORIZING THE EXECUTION OF A CORRECTIVE SPECIAL WARRANTY DEED RELATING TO THE SALE OF REAL PROPERTY BY PENSACOLA-ESCAMBIA GOVERNMENTAL CENTER AUTHORITY TO THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pensacola-Escambia Governmental Center Authority ("PEGCA") was a special dependent district created by the State legislature to acquire, construct, improve, operate, maintain, and manage real properties comprising the governmental center complex for use and occupancy by City of Pensacola and Escambia County for their agencies and departments;

WHEREAS, PEGCA sold certain parcels of real property to the School Board of Escambia County on March 20, 2002, pursuant to its authority granted by the state legislature;

WHEREAS, the state legislature enacted Ch. 2003-350, Laws of Florida, on January 2, 2004, abolishing the PEGCA and transferring title to its assets and liabilities to the City of Pensacola and Escambia County jointly;

WHEREAS, the sale of the real property by PEGCA to the School Board of Escambia County was accomplished by Special Warranty Deed utilizing an incorrect legal description;

WHEREAS, the same real property is the subject of a sale to 200 West Garden, LLC, a Louisiana limited liability company, for the purpose of developing the real property for residential condominiums;

WHEREAS, the City of Pensacola has been requested to execute a Corrective Special Warranty Deed so that the title can be cleared and 200 West Garden, LLC can be issued title insurance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA:

Section 1. The Corrective Special Warranty Deed, a copy of which is attached, shall be executed by the City of Pensacola, which is the joint transferee of the assets and liabilities of the abolished PEGCA.

Section 2. The Mayor is authorized to execute the Corrective Special Warranty Deed on behalf of the City of Pensacola with attestation by the City Clerk.

Section 3. A certified copy of this Resolution shall be recorded in the Official Records Book, of the Public Records of Escambia County, Florida together with the Corrective Special Warranty Deed to be executed by the Mayor.

Section 4. This resolution shall 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

**Prepared by and return to:**  
Kerry Anne Schultz, Esquire  
Schultz Law Group, P.L.L.C.  
2779 Gulf Breeze Parkway  
Gulf Breeze, Florida 32563

***\*\*This Special Corrective Warranty Deed corrects the error in the legal description in that certain Special Warranty Deed recorded in Official Records Book 528 at Page 1695 of the Official Records of Escambia County, Florida.***

**CORRECTIVE SPECIAL WARRANTY DEED**

**This Corrective Special Warranty Deed**, made between the City of Pensacola, a municipal corporation and the statutory joint transferee of the assets and liabilities of the Pensacola-Escambia Governmental Center Authority, a special dependent district abolished by Chapter 2003-350 Laws of Florida, effective January 2, 2004, ("Grantor"), whose address is 222 W Main Street, Pensacola, Florida 32502 and The School Board of Escambia County, Florida, a body corporate of the State of Florida, ("Grantee"), whose address is 215 West Garden Street, Pensacola, Florida 32501, witnessed, that Grantor, for and in consideration of the sum of \$10.00 Dollars, to it in hand paid by Grantee, the receipt whereof is hereafter acknowledged, has granted, bargained and sold Grantee, its successors and assigns forever, that certain real property in Block 4, Donelson Tract, in the City of Pensacola, Escambia County, Florida, more particularly described in Exhibit "A" hereto.

And Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all person whomsoever claiming by, through, or under Grantor.

IN WITNESS WHEREOF, Grantor, in pursuance of action taken by Grantor in official session on July 21, 2021, has executed these presents, causing its name to be signed by its Mayor and its seal to be affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Signed, sealed and delivered in the presence of:

WITNESSES:

City of Pensacola, a municipal corporation in Escambia County, Florida

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Attest:  
By: \_\_\_\_\_  
Ericka Burnett, City Clerk

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Grover C. Robinson, as Mayor of the City of Pensacola, a municipal corporation, in Escambia County, Florida, and by Ericka Burnett, as City Clerk of the City of Pensacola, a municipal corporation, in Escambia County, Florida, who personally appeared before me and who are personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "A"**

**PARCEL 1:**

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF GARDEN STREET (150' R/W) WITH THE EAST RIGHT OF WAY LINE OF REUS STREET (50' R/W); THENCE NORTH 80 DEGREES 12'33" EAST ALONG SAID SOUTH RIGHT OF WAY LINE OF GARDEN STREET FOR A DISTANCE OF 183.50 FEET TO EAST LINE OF PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 2416 AT PAGE 367 OF THE PUBLIC RECORDS OF SAID COUNTY FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 80 DEGREES 12'33" EAST ALONG SAID SOUTH RIGHT OF WAY LINE OF GARDEN STREET FOR A DISTANCE OF 503.70 FEET TO AN INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF SPRING STREET, RIGHT OF WAY WIDTH VARIES; THENCE SOUTH 09 DEGREES 42'05" EAST (THIS COURSE AND THE NEXT TWO COURSES ALONG THE WEST RIGHT OF WAY LINE OF SPRING STREET) FOR A DISTANCE OF 294.79 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 230.00 FEET, AND DELTA ANGLE OF 30 DEGREES 00'03"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 120.43 FEET (CHORD BEARING OF SOUTH 05 DEGREES 17'57" WEST, CHORD DISTANCE OF 119.06 FEET) TO THE POINT OF TANGENCY; THENCE SOUTH 20 DEGREES 17'55" WEST FOR A DISTANCE OF 81.47 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF ROMANA STREET (45' R/W); THENCE SOUTH 80 DEGREES 12'18" WEST ALONG SAID NORTH RIGHT OF WAY LINE OF ROMANA STREET FOR A DISTANCE OF 296.24 FEET TO THE EAST LINE OF PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 3380 AT PAGE 682 OF THE PUBLIC RECORDS OF SAID COUNTY, ALSO BEING THE WEST LINE OF PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 1081 AT PAGE 259 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 09 DEGREES 41'25" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 240.13 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 16, BLOCK 4, OF THE DONELSON TRACT IN THE CITY OF PENSACOLA ACCORDING TO THE MAP OF PENSACOLA COPYRIGHTED BY THOMAS C. WATSON IN 1906, ALSO BEING THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 27, SAID BLOCK 4; THENCE SOUTH 80 DEGREES 12'26" WEST ALONG SAID EASTERLY EXTENSION AND SOUTH LINE FOR A DISTANCE OF 140.78 FEET TO THE WEST LINE OF PARCELS DESCRIBED IN OFFICIAL RECORD BOOK 2290 AT PAGE 801, OFFICIAL RECORD BOOK 2411 AT PAGE 258, AND OFFICIAL RECORD BOOK 6471 AT PAGE 1123 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 09 DEGREES 51'44" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 116.02 FEET TO THE NORTH LINE OF SAID PARCELS DESCRIBED IN OFFICIAL RECORD BOOK 2411 AT PAGE 258 AND OFFICIAL RECORD BOOK 6471 AT PAGE 1123; THENCE NORTH 80 DEGREES 08'16" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 5.50 FEET TO THE EAST LINE SAID PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 2416 AT PAGE 367; THENCE NORTH 09 DEGREES 51'44" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 124.10 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND BEING A PORTION OF DONELSON TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA.



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

File #: 2022-065

City Council

7/21/2022

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Member Jared Moore

**SUBJECT:**

RESOLUTION NO. 2022-065 - ESTABLISHING THE CITY COUNCIL DISCRETIONARY FUND POLICY

**RECOMMENDATION:**

That City Council adopt Resolution No. 2022-065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; AMENDING THE POLICIES OF THE CITY COUNCIL AND ESTABLISHING THE DISCRETIONARY FUND POLICY; PROVIDING SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Under Section 166.021, Florida Statutes, the City Council of the City of Pensacola is authorized to expend public funds on programs which serve a municipal purpose. Past Florida Attorney General Advisory Opinions provide that these programs should be open to the public and should be determined by the City Council to serve a *valid public purpose* and that *proper safeguards should be implemented to assure the accomplishment of the intended public purpose*.

In that regard, the following policies are established:

1. The City budget will appropriate \$10,700 for each City Council Member for their use towards neighborhood projects, community events, viable not for profit organizations or causes deemed to be a valid public purpose. For Council members not in office for the full fiscal year, this amount will be prorated to the period they are serving during the fiscal year.
2. Any discretionary funding allocated to Council Members that is not expended within the fiscal year allocated will be carried over for one (1) fiscal year. Discretionary fund allocations that are not expended prior to an individual Council Member leaving the office will not be included in the Non-Encumbered Carryover Resolution and will instead be placed within the General Fund available Fund Balance.

3. The City Council Discretionary Fund Disbursement Request (Attachment 1) will be submitted for each recommended disbursement. Disbursement of discretionary funds can be made to non-profit organizations authorized to do business in the State of Florida, or to other approved city projects to improve or enhance city facilities and properties. When providing funding to outside nonprofit agencies, the Discretionary Fund Award Agreement (Attachment 2) will be utilized to provide details of the organization and the municipal purpose for the funding.
4. Discretionary Funds will normally be disbursed as a reimbursement for the approved municipal purpose provided when supporting invoices or other documentation is provided. If disbursement of discretionary funds for a municipal event are deemed appropriate in advance of the municipal purpose, documentation of the valid expenditure of those funds must be provided in accordance with the provisions of the Discretionary Fund Award Agreement (Attachment 2) to provide for proper safeguard to assure the accomplishment of the intended public purpose.
5. Prior to any distribution of grant or sponsorship funds, approval by City Council is required.
6. To prevent abuse or misuse of the Council's discretionary funding authority, strict rules govern conflicts of interest between Council Members, their staffs, family and associates and organizations receiving Discretionary Funds. Guidelines have been included in order to prevent any conflict of interest.

**PRIOR ACTION:**

September 2011 - The City Council approved the Fiscal Year 2012 City Budget that created discretionary funds for each council district that allowed them to address community needs.

April 22, 2019 - The City Council expressed interest in establishing a formal policy concerning the administration of city council discretionary funds.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Funding for the City Council discretionary Fund will be consistent with prior allocations for this purpose, at \$10,700, or an amount determined by the City Council, per council member, except as prorated for less than full terms during any fiscal year. Unexpended funds will be carried over for only one fiscal year so as not to hold taxpayer money indefinitely.

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**



- 1) Resolution No. 2022-065
- 2) Policy 3.28 - City Council Discretionary Fund Policy
- 3) Council Discretionary Fund Request (Attachment 1)
- 4) Council Discretionary Fund Agreement (Attachment 2)

**PRESENTATION:** No

RESOLUTION  
NO. 2022-065

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PENSACOLA, FLORIDA; AMENDING THE POLICIES OF  
THE CITY COUNCIL AND ESTABLISHING THE  
DISCRETIONARY FUND POLICY; PROVIDING  
SEVERABILITY; PROVIDING FOR REPEALER;  
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to establish a Discretionary Fund Policy to provide guidance on the expenditure of public funds on programs which serve a municipal purpose;

WHEREAS, The Florida Attorney General has provided an advisory opinion regarding discretionary funds that a determination by City Council be made of the valid public purpose of the program and that proper safeguards be implemented to assure the accomplishment of the intended public purpose;

WHEREAS, Policy 3.28, "Discretionary Fund Policy", has been prepared and a copy thereof is attached hereto and is incorporated by reference;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. The City Council of the City of Pensacola hereby adopts the City Council Discretionary Fund Policy as Policy 3.28, attached hereto.

SECTION 2. 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

CITY OF PENSACOLA  
CITY COUNCIL  
DISCRETIONARY FUND POLICY

PURPOSE:

The Pensacola City Council values and recognizes the importance of community programs, projects and events that:

1. Advance Council-adopted goals, City-Wide policies and the City's strategic planning;
2. Promote the City of Pensacola;
3. Support non-profit organizations or individuals serving the community;
4. Are held for the general economic benefit of Pensacola's diverse business and cultural communities; and
5. Support the City's community and/or planning and neighborhood objectives.

This policy will provide the basis for the use of discretionary funds within the current budget to fund such programs, services and events. It will also provide the procedure for the appropriation, approval and administration of said discretionary funds.

1. Policy Application

Discretionary funds may be allocated to non-profit organizations as defined by the IRS and/or registered with the State of Florida, community-based organizations, or individuals, provided they meet the criteria and purpose of this policy.

This Policy only applies to sponsorships or grants using budgeted City Council Discretionary Funds. This Policy does not apply to other sponsorship or grant programs at the City (e.g. CDBG).

2. Definitions

- A. *Sponsorship*. Funds provided to a non-profit organization or individual to support a specific event.
- B. *Grant*. Funds provided to a non-profit organization or individual for a specific project or program.

3. Eligibility for Funding/Sponsorship

The City intends to fund programs, projects and events that align with Council goals. The intent is that the general public will receive some intrinsic civic, cultural, educational, entertainment, community or economic value from the program, project or event.

#### 4. Public Purpose

All funds, however awarded, must be used for a public purpose. In general, a public purpose is defined as an activity or service that is open to all members of the public, regardless of race, creed, gender, sexual orientation, religious affiliation, etc., without restriction and which does not promote a particular religion. This program does not allow support for individual gain, and is not intended to provide City support for a specific business purpose or general commerce enterprise.

#### 5. Appropriation of Discretionary Funding

The City budget will appropriate \$10,700 for each City Council Member for their use towards neighborhood projects, community events, viable not for profit organizations or causes deemed to be a valid public purpose. For Council members not in office for the full fiscal year, this amount will be prorated to the period they are serving during the fiscal year.

- Any discretionary funding allocated to Council Members that is not expended within the fiscal year allocated will be carried over for one (1) fiscal year. Discretionary fund allocations that are not expended prior to an individual Council Member leaving the office will not be included in the Non-Encumbered Carryover Resolution and will instead be placed within the General Fund available Fund Balance.

#### 6. Process for Sponsorship of Programs/Events

- A. The City Council Discretionary Fund Disbursement Request (Attachment 1) will be submitted for each recommended disbursement. Disbursement of discretionary funds can be made to non-profit organizations authorized to do business in the State of Florida, or to other approved city projects to improve or enhance city facilities and properties. When providing funding to outside nonprofit agencies, the Discretionary Fund Award Agreement (Attachment 2) will be utilized to provide details of the organization and the municipal purpose for the funding.
- B. Discretionary Funds will normally be disbursed as a reimbursement for the approved municipal purpose provided when supporting invoices or other documentation is provided. If disbursement of discretionary funds for a municipal event are deemed appropriate in advance of the municipal purpose, documentation of the valid expenditure of those funds must be provided in accordance with the provisions of the Discretionary Fund Award Agreement (Attachment 2) to provide for proper safeguard to assure the accomplishment of the intended public purpose.
- C. Prior to any distribution of grant or sponsorship funds, approval by City Council is required.

## 7. Conflicts of Interest

To prevent abuse or misuse of the Council's discretionary funding authority, strict rules govern conflicts of interest between Council Members, their staffs, family and associates and organizations receiving Discretionary Funds.

The following are general guidelines. Please direct questions regarding the utilization of conflict rules to specific cases to the Office of the City Attorney.

- Council Members are prohibited from sponsoring discretionary funding for an organization at which the Council Member serves as an employee, officer, or board member (except *ex officio*).
- Council Members may sponsor funding for an organization where an "associated" person (a family member or other person with whom the Council Member has a financial or business relationship) is an officer or employee so long as the associated person will not benefit, or appear to benefit from the funding.
- At the time of voting, Council Members are required to disclose on the record any potential conflicts of interest with organizations funded by other Council Members.
- Organizations are required to disclose any potential conflicts of interest at the time of their application.

# City Council Discretionary Fund Award Agreement

This agreement is made and entered into on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Pensacola, a municipal corporation of the State of Florida, ("City") and \_\_\_\_\_, a non-profit corporation authorized to do business in the State of Florida ("Recipient").

The City Council of the City of Pensacola is authorized under Section 166.021, Florida Statutes, to perform those acts, including the expenditure of public funds which serve a municipal purpose. The recipient serves the residents of Pensacola by providing\_\_\_\_\_

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

which benefits the citizens of this community and agrees to expend the funds awarded to further this purpose.

The recipient will be reimbursed for the purpose provided at an amount not to exceed the amount authorized below when an invoice for the authorized services, a receipt of payment or other supporting documentation is provided.

The recipient agrees as follows:

1. To expend the funds awarded to it under this Agreement to further its exempt purpose, and to promptly provide all documentation to support the disbursement of funds for reimbursement; and
2. To abide by Section 119.07, Florida Statutes, as required by law; and
3. If disbursement is made in advance of the authorized purpose, to return to the City within fifteen (15) days of demand all City funds paid to it upon the City's finding that the terms of the Agreement have been violated; and

4. If disbursement is made in advance of the authorized purpose, to return to the City all funds expended for disallowed expenditures for the following purposes as determined by the City:
- a. To pay for the Recipient's "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or
  - b. To pay for Recipient's "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or
  - c. To make "Contributions or Donations." Contributions and donations by the Recipient are not allowable unless expressly approved in this Agreement; or
  - d. To pay for Recipient's "Entertainment." Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable unless expressly approved in this Agreement; or
  - e. To pay Recipient's "Fines and Penalties." Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement, are not allowable; or
  - f. To pay Recipient's "Legislative Lobbying or Other Political Expenses." The costs of lobbying and all other politically related expenses or contributions of the Recipient are not allowable; or
  - g. To pay Recipient's "Interest and Other Financial Costs." Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable.
5. If disbursement is made in advance of the authorized purpose, to provide to the City, all documentation supporting the disbursement of the funds awarded by The City and the specific purpose of the expended funds.

The City agrees to pay the Recipient a one-time payment of \$\_\_\_\_\_ to further support the Recipient's exempt purpose.

---

Name

---

Agency Name

---

Date





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 2022-064

City Council

7/21/2022

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-064 - APPROPRIATION OF \$25,000 FROM THE AVAILABLE UNASSIGNED FUND BALANCE FOR EXPERT ASSISTANCE WITH THE ELECTRIC UTILITY FRANCHISE AGREEMENT

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 2022-064.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On October 28, 2021 there was consensus among Council for the Mayor to hire a professional consultant for assistance with the franchise agreement with Florida Power & Light. This supplemental budget resolution appropriates \$25,000 from the General Fund unassigned fund balance to hire a professional legal consultant to assist with the negotiation of the electric franchise agreement.

This resolution will decrease the unassigned fund balance for FY22 from \$98,400 to \$73,400.

**PRIOR ACTION:**

On October 28, 2021 there was an item brought to Council to hire a consultant to conduct a preliminary feasibility study for the acquisition of an electric utility. No action was taken on this item; however during this discussion there was a consensus among the Council members for the Mayor to hire expert consultant(s).

**FUNDING:**

Budget: \$ 25,000.00 General Fund Unassigned Fund Balance

\$ 25,000.00 Total

Actual: \$ 25,000.00 Professional Services  
\$ 25,000.00 Total

**FINANCIAL IMPACT:**

Approval of the supplemental budget resolution will appropriate a portion of the General Fund unassigned fund balance to be used for hiring professional consultant(s) to assist with the negotiation of the electric utility franchise agreement. This Resolution if adopted will reduce the Unassigned Fund Balance of \$98,400 by \$25,000. Leaving it with a balance of \$73,400.

**LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes****STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Amy Lovoy, Finance Director

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 2022-064
- 2) Supplemental Budget Explanation No. 2022-064

**PRESENTATION: No**

**RESOLUTION  
NO. 2022-064**

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR  
THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

**A. GENERAL FUND**

To:	Fund Balance	25,000
City Attorney		
As Reads:	Operating Expense	210,681
Amended		
To Read:	Operating Expense	235,681

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: \_\_\_\_\_

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

Attest:

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



**THE CITY OF PENSACOLA****JULY 2022 - SUPPLEMENTAL BUDGET RESOLUTION -APPROPRIATION OF AVAILABLE UNASSIGNED FUND BALANCE - EXPERT ASST WITH ELECTRIC UTILITY FRANCHIS**

FUND	AMOUNT	DESCRIPTION
<b>A. GENERAL FUND</b>		
Fund Balance	<u>25,000</u>	Increase appropriated fund balance
Appropriations		
City Attorney		
Operating Expenses	<u>25,000</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>25,000</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 2022-061

City Council

7/21/2022

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-061 - LAW ENFORCEMENT TRUST FUND (LETF) PURCHASE FOR THE PENSACOLA POLICE DEPARTMENT

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 2022-061.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The Law Enforcement Trust Fund was established by City of Pensacola to allow the Police Department the use of money and goods confiscated as a result of criminal activity. Florida State Statute 932.7055 as amended on July 1, 2016 details the circumstances confiscated goods may be used. The Federal Controlled Substance Act, Section 881 (e) (3) of Title 21, United States Code, in accordance with the United States Department of Justice Guide to Equitable Sharing designates the uses of Federal Law Enforcement Trust Funds.

The Pensacola Police Department (PPD) is requesting \$16,420.00 from the Law Enforcement Trust Fund (LETF) established by the City of Pensacola as a non-major special revenue fund and as such, combining both state and federal confiscated funds into one accounting fund. The requested amount of \$16,420.00, will help PPD fund the following:

The purchase of a portable tactical robot, "Throwbot 2 Robot". Funds for this specialty equipment will be utilized in complex tactical responses to search areas, via remote controlled robot, with real time video fed to on-scene tactical commanders. This equipment reduces the need for PPD SWAT Team to enter high risk situations as the only means to conduct search activities; thereby reducing the time needed to complete police operations and the likelihood of ambush and violent encounters.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$16,420.00 - Law Enforcement Trust Fund - Fund Balance

Actual: \$16,270.00 - Throwbot 2 Kit with Throwbot 2 Robot & OCU3  
          150.00 - Shipping & Handling  
          \$16,420.00

**FINANCIAL IMPACT:**

The funds would be from the Law Enforcement Trust Fund and would have no impact on the City's General Fund. The supplemental budget resolution will appropriate funds for these purposes.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

5/31/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Eric Randall, Chief of Police

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 2022-061
- 2) Supplemental Budget Explanation No. 2022-061
- 3) Letter of Certification No. 2022-061

**PRESENTATION:** No

**RESOLUTION  
NO. 2022-061**

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR  
THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

**A. LAW ENFORCEMENT TRUST FUND**

To:	Fund Balance	16,420
As Reads:	Capital Outlay	145
Amended		
To Read:	Capital Outlay	16,565

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: \_\_\_\_\_

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

Attest:

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



THE CITY OF PENSACOLA

July 2022 - SUPPLEMENTAL BUDGET RESOLUTION - LETF FUNDS - NO. 2022-061

FUND	AMOUNT	DESCRIPTION
<b>LAW ENFORCEMENT TRUST FUND</b>		
Fund Balance	<u>16,420</u>	Increase appropriated fund balance
Appropriations		
Capital Outlay	<u>16,420</u>	Increase appropriation for Capital Outlay
Total Appropriations	<u>16,420</u>	

**CITY OF PENSACOLA POLICE DEPARTMENT**  
**Local Law Enforcement Trust Funds**  
**Letter of Certification**

I hereby certify that the requests contained herein comply in full with the provisions of Florida State Statute 932.7055, as amended on July 1, 2016, in reference to the use of contraband forfeiture from a State Law Enforcement Trust Fund and/or under the Federal Controlled Substance Act, Section 881 (e)(3) of Title 21, United States Code, in accordance with the US Department of Justice Guide to Equitable Sharing from a designated Federal

Item	Description of Requested Items	Amount
1	Throwbot 2 Kit with Throwbot 2 Robot & OCU3	\$16,270
2	Shipping & Handling	\$150
Total Requested		\$16,420

  
Eric Randall, Chief of Police

5/25/22  
Date



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

File #: 31-22

City Council

7/21/2022

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Member Jared Moore

**SUBJECT:**

PROPOSED ORDINANCE NO. 31-22 - AMENDING SECTION 2-1-5 OF THE PENSACOLA CITY CODE- COMPENSATION OF MAYOR

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 31-22 on first reading:

AN ORDINANCE AMENDING SECTION 2-1-5 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA - COMPENSATION OF MAYOR; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Under Section 4.01(c) Mayor, states:

The salary compensation of the Mayor shall be set by ordinance, which shall take effect upon the Mayor assuming office following the next Mayoral election.

Ordinance No. 08-10 and codified under Section 2-1-5 currently sets the Mayoral salary at \$100,000 per year; this amount has not been adjusted since 2010.

Using the Consumer Price Index calculations to determine the 2022 value of 2010 dollars:

$$\begin{array}{rcl} \frac{\text{CPI today}}{\text{CPI in 2010}} & \times & \text{2010 USD value} & = & \text{Today's Value} \\ \\ \frac{292.296}{218.056} & \times & 100,000 & = & \$134,046.30 \end{array}$$

Therefore, based on CPI calculations the \$100,000 salary in 2010 would be equivalent to a salary of \$134,046.30 today.

This item seeks to increase the Mayor's salary from \$100,000 to \$134,000.

**PRIOR ACTION:**

March 11, 2010 - Ordinance No. 08-10 passed setting the Mayor's Salary at \$100,000

**FUNDING:**

Budget:	\$ 100,000	Salary
	<u>67,000</u>	Benefits
	<u>\$164,700</u>	

Actual:	\$ 134,000	Salary
	<u>86,700</u>	Benefits
	<u>\$220,700</u>	

**FINANCIAL IMPACT:**

The increased salary will take effect in November 2022 upon the swearing in of the next Mayor. Currently the Proposed FY23 Budget does not take into account the additional cost, however, should City Council approve this change, the additional salary of \$34,000 plus the \$22,000 in benefits will be added to the FY2023 Budget prior to the final adoption.

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 31-22
- 2) Proposed Amendment to Section 2-1-5 of City Code

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 31-22

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

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 2-1-5 OF THE  
CODE OF THE CITY OF PENSACOLA, FLORIDA –  
COMPENSATION OF MAYOR; PROVIDING FOR  
SEVERABILITY; REPEALING CLAUSE; PROVIDING AN  
EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 2-1-5 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 2-1-5. - Compensation of mayor.

The compensation to be paid to the mayor shall be ~~\$100,000.00~~ \$134,000 per year, payable in equal bi-weekly installments as compensation for services rendered to the city. The mayor shall also be offered participation in the Florida Retirement System, and shall be entitled to such health, dental and life insurance benefits as are available to the city workforce at the premiums paid by the city workforce. The mayor shall be compensated for mileage on a vehicle which is incurred in connection with city business at the rate established by city policy. The mayor shall be reimbursed for expenses incurred in connection with his or her official duties while outside of and beyond the corporate limits of the city in accordance with the city travel and expense reimbursement policies.

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

Sec. 2-1-5. - Compensation of mayor.

The compensation to be paid to the mayor shall be ~~\$100,000.00 per year~~ \$134,000 per year, payable in equal bi-weekly installments as compensation for services rendered to the city. The mayor shall also be offered participation in the Florida Retirement System, and shall be entitled to such health, dental and life insurance benefits as are available to the city workforce at the premiums paid by the city workforce. The mayor shall be compensated for mileage on a vehicle which is incurred in connection with city business at the rate established by city policy. The mayor shall be reimbursed for expenses incurred in connection with his or her official duties while outside of and beyond the corporate limits of the city in accordance with the city travel and expense reimbursement policies.

(Code 1986, § 2-2-8; Ord. No. 08-10, § 1, 3-11-2010)



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

File #: 28-22

City Council

7/21/2022

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Member Jared Moore  
City Council Member Ann Hill  
Mayor Grover Robinson

### **SUBJECT:**

REVISED: PROPOSED ORDINANCE NO. 28-22 - CREATING SECTION 6-3-22 OF THE CODE OF THE CITY OF PENSACOLA - RESTRICTING DEVELOPMENT AT BAARS PARK

### **RECOMMENDATION:**

That City Council adopt Proposed Ordinance No. 28-22 (as revised) on first reading:

AN ORDINANCE CREATING SECTION 6-3-22 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; **RESTRICTING DEVELOPMENT AT BAARS PARK**; PROVIDING THE INTENT; PROVIDING FOR DEFINITIONS; PROVIDING RESTRICTIONS ON THE WOODED AREA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

### **SUMMARY:**

Baars Park is a well-preserved public greenspace. The natural topography is an integral part of the watershed, and mature trees provide a glimpse into native Pensacola.

This item seeks to augment protections for these natural features that cannot be fabricated or replaced. Over the past 20 years, Pensacola has taken significant strides to improve water quality along this water body. The trees this item seeks to preserve protect against erosion and serve an invaluable role in the watershed.

The proposed ordinance draft has been revised for adoption on second reading providing clarification of the ordinance title adding "Restricting Development at Baars Park".

### **PRIOR ACTION:**

June 16, 2022 - City Council approved Proposed Ordinance No. 28-22 on first reading.



January 20, 2022 - City Council approved the State of Florida- Florida Fish and Wildlife Conservation Commission Grant Agreement No. 21130 in the amount of \$143,000 for Planning, Engineering and Design Services, and Permitting for Baars Park and Sanders Beach Kayak Fishing Trail Access Upgrades.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) REVISED Proposed Ordinance No. 28-22
- 2) Proposed Ordinance No. 28-22 (original draft approved on first reading)
- 3) Tree Canopy Study

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 28-22

**REVISED**

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

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE CREATING SECTION 6-3-22 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; **RESTRICTING DEVELOPMENT AT BAARS PARK**; PROVIDING THE INTENT; PROVIDING FOR DEFINITIONS; PROVIDING RESTRICTIONS ON THE WOODED AREA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Baars Park (the "Park"), located at 4340 N. 12<sup>th</sup> Avenue, is a city owned and maintained recreational facility that is open for public use and is accessible for people of all ages and abilities; and

WHEREAS, the City of Pensacola is committed to providing protection for the watershed, mature trees, natural features, and water quality of the Park; and

WHEREAS, the City Council and City of Pensacola finds that it is in the public interest to endorse a limitation declaration that will prohibit the future development of the parking lot or other improvements in the currently wooded area of the Park.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 6-3-22 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Sec. 6-3-22. Baars Park Development

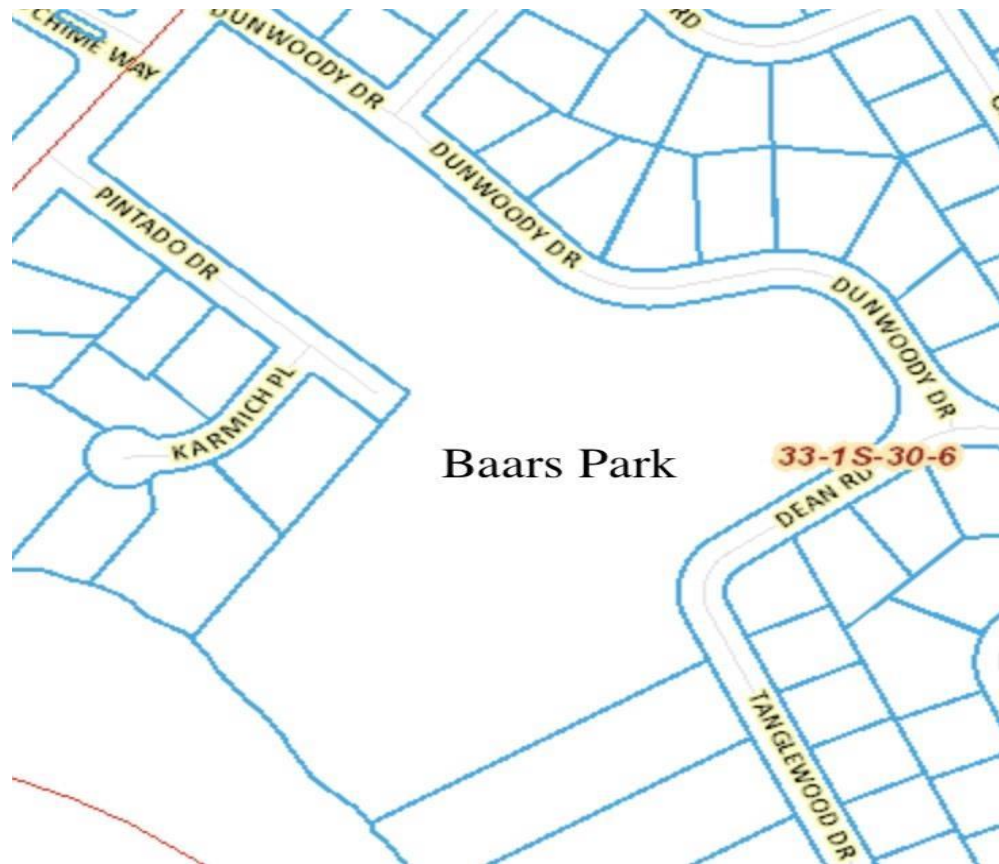
(a) Definitions.

Arborist means the City Arborist or an arborist that has been certified by the International Society of Arboriculture (ISA).

Photograph means a full-color digital image captured by any type of digital camera with a resolution of at least 8 megapixels.

Park means the parcel comprising Baars Park.

The entire Park is designated as a "wooded area" in the following illustration:



(b) Restrictions on the wooded area.

(1) Audit. There shall be a moratorium in the wooded area at the Park on the removal of trees that are a minimum of three inches DBH (Diameter Breast Height) until there is an audit during 2022 of the existing trees in the wooded area, which shall include the species of the tree and the DBH of the tree. The audit shall serve as a baseline for the preservation of trees within the park. The audit shall be provided to the city council and kept in the records of the parks and recreation director. Beginning in the calendar year 2027 and every five years thereafter, a tree inventory of the wooded area shall be conducted during or between May through September and provided to the city council. For calendar years during which no audit occurs, the parks and recreation director shall provide to the city council, during the summer, a reconciliation of trees, including location, species, and reason for placement or removal, added and removed from the park during the months since the last reconciliation or audit report was created.

(2) Restrictions. There shall be no encroachment into the wooded area created by the construction of additional development within the park. Trees shall only be removed for the reasons stated in this section unless an exception applies or approval of the city council is obtained.

(3) Exceptions. No tree shall be removed from the wooded area without notice to the parks and recreation board except trees that pose a probable risk to persons or property as verified by an arborist. If a tree poses an imminent risk to persons or property, then the city may take immediate action without verification by an arborist or approval by the city council. Upon removing any trees within these exceptions, notice shall be sent to the parks and recreation board and city council. The removal of any tree(s), as authorized by this section, must be photographed before removal, showing multiple views of the full tree(s) being removed. In the case of a tree(s) being removed for probable risk and/or imminent risk to persons or property, photographs must evidence the condition considered a probable risk and/or imminent risk to persons or property. Photographs must accompany the notice sent to the parks and recreation board and city council, as required by this section.

(4) Maintenance. Maintenance, such as pruning, in the wooded area of any heritage tree or protected tree as defined by section 12-6-2 and section 12-6-6, respectively, shall be conducted in a manner approved by an arborist and reported to the parks and recreation board and city council. The maintenance of any heritage tree or protected tree as defined by section 12-6-2 and section 12-6-6, respectively, must be photographed before pruning, showing multiple views of the full tree(s) being pruned. Maintenance of trees that are not protected and not heritage trees will be pruned pursuant to ISA standards, ANSI A300 standards, or other current industry standards for preventing or eliminating insects, disease, and decay and establishing healthy growth patterns. In the case of trees being pruned to prevent or eliminate insects, disease, and decay and to establish healthy growth patterns, trees that are not protected and not heritage trees, require photographic evidence of the insects, disease, and decay. If a branch or other part of a tree poses an imminent threat to persons or property, then the city may take immediate action without approval by an arborist or city council. However, the city is required to report to the parks and recreation board and city council, photographs evidencing the part(s) of the tree that posed the threat. As required by this section, photographs must accompany a report sent to the parks and recreation board and city council detailing the maintenance taken by the city.

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

PROPOSED  
ORDINANCE NO. 28-22

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

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE CREATING SECTION 6-3-22 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING THE INTENT; PROVIDING FOR DEFINITIONS; PROVIDING RESTRICTIONS ON THE WOODED AREA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Baars Park (the "Park"), located at 4340 N. 12<sup>th</sup> Avenue, is a city owned and maintained recreational facility that is open for public use and is accessible for people of all ages and abilities; and

WHEREAS, the City of Pensacola is committed to providing protection for the watershed, mature trees, natural features, and water quality of the Park; and

WHEREAS, the City Council and City of Pensacola finds that it is in the public interest to endorse a limitation declaration that will prohibit the future development of the parking lot or other improvements in the currently wooded area of the Park.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 6-3-22 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Sec. 6-3-22. Baars Park Development

(a) Definitions.

Arborist means the City Arborist or an arborist that has been certified by the International Society of Arboriculture (ISA).

Photograph means a full-color digital image captured by any type of digital camera with a resolution of at least 8 megapixels.

Park means the parcel comprising Baars Park.

The entire Park is designated as a "wooded area" in the following illustration:



(b) Restrictions on the wooded area.

(1) Audit. There shall be a moratorium in the wooded area at the Park on the removal of trees that are a minimum of three inches DBH (Diameter Breast Height) until there is an audit during 2022 of the existing trees in the wooded area, which shall include the species of the tree and the DBH of the tree. The audit shall serve as a baseline for the preservation of trees within the park. The audit shall be provided to the city council and kept in the records of the parks and recreation director. Beginning in the calendar year 2027 and every five years thereafter, a tree inventory of the wooded area shall be conducted during or between May through September and provided to the city council. For calendar years during which no audit occurs, the parks and recreation director shall provide to the city council, during the summer, a reconciliation of trees, including location, species, and reason for placement or removal, added and removed from the park during the months since the last reconciliation or audit report was created.

(2) Restrictions. There shall be no encroachment into the wooded area created by the construction of additional development within the park. Trees shall only be removed for the reasons stated in this section unless an exception applies or approval of the city council is obtained.

(3) Exceptions. No tree shall be removed from the wooded area without notice to the parks and recreation board except trees that pose a probable risk to persons or property as verified by an arborist. If a tree poses an imminent risk to persons or property, then the city may take immediate action without verification by an arborist or approval by the city council. Upon removing any trees within these exceptions, notice shall be sent to the parks and recreation board and city council. The removal of any tree(s), as authorized by this section, must be photographed before removal, showing multiple views of the full tree(s) being removed. In the case of a tree(s) being removed for probable risk and/or imminent risk to persons or property, photographs must evidence the condition considered a probable risk and/or imminent risk to persons or property. Photographs must accompany the notice sent to the parks and recreation board and city council, as required by this section.

(4) Maintenance. Maintenance, such as pruning, in the wooded area of any heritage tree or protected tree as defined by section 12-6-2 and section 12-6-6, respectively, shall be conducted in a manner approved by an arborist and reported to the parks and recreation board and city council. The maintenance of any heritage tree or protected tree as defined by section 12-6-2 and section 12-6-6, respectively, must be photographed before pruning, showing multiple views of the full tree(s) being pruned. Maintenance of trees that are not protected and not heritage trees will be pruned pursuant to ISA standards, ANSI A300 standards, or other current industry standards for preventing or eliminating insects, disease, and decay and establishing healthy growth patterns. In the case of trees being pruned to prevent or eliminate insects, disease, and decay and to establish healthy growth patterns, trees that are not protected and not heritage trees, require photographic evidence of the insects, disease, and decay. If a branch or other part of a tree poses an imminent threat to persons or property, then the city may take immediate action without approval by an arborist or city council. However, the city is required to report to the parks and recreation board and city council, photographs evidencing the part(s) of the tree that posed the threat. As required by this section, photographs must accompany a report sent to the parks and recreation board and city council detailing the maintenance taken by the city.

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



Board of County Commissioners • Escambia County, Florida

## **CITY OF PENSACOLA URBAN TREE CANOPY STUDY**

### **A Comprehensive Analysis of the Pensacola Urban Tree Canopy**

Prepared For:  
City of Pensacola  
222 West Main Street  
Pensacola, FL 32502

Prepared by:  
  
Escambia County  
Community & Environment Department  
Water Quality & Land Management Division  
3363 West Park Place  
Pensacola, FL 32505

September 2014

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## 2.0 Executive Summary

From 1994 to 2013, overall tree canopy coverage ranged from 25.96% to 40.34% within the jurisdiction of the City of Pensacola. During this period, the highest percentage coverage occurred in 1994. The lowest percentage coverage was observed in 2007. Periods of canopy loss correlate with landfalling hurricanes. The greatest canopy loss was observed following Hurricane Ivan (2004). An estimated 27.89% of the entire tree canopy was lost due to factors associated with the storm.

Using 2013 high resolution imagery, the 14,462 acre study area was divided into cover values. These values showed 29% tree canopy, 30.7% impervious cover and 35% open (potential) planting space. Less than 20% of the study area is publicly owned with 419 acres of City owned potential planting spaces. Utilizing private property and providing incentives would increase the potential planting space.

Next, planting spaces were prioritized by level of site modification required for planting. Parks within watersheds with low overall canopy coverage and optimum planting space were identified. These sites include the Bayou Texar, Downtown, and Bayou Chico watersheds. Secondary sites include the Pensacola Bay aquatic buffer and gateway corridor streets with less than 2% canopy coverage. These gateway streets include East & West Cervantes Street, North & South Pace Blvd, North Palafox Street, South 9<sup>th</sup> Ave and West Main Street.

Emphasis should be placed on the concept of “right tree right space” in determining the optimum tree species for a specific locale. All planting should follow the American National Standard-ANSI A300 Standard Practices for Tree Care Operations. The urban tree canopy is a dynamic living resource. Maintaining this resource requires constant inputs. Inputs include new plantings, maintenance (i.e. pruning) removal and replacement of dead and declining specimens. A healthy urban tree canopy brings associated increases in environmental and economic benefits.

### **3.0 Study Introduction & Project Summary**

Urban trees add quantifiable benefits to communities. Urban tree canopy composition (i.e. species, age, size) and distribution (i.e. location, density, and connectivity) can be correlated with improvements to environment and quality of life. These benefits have been documented in numerous scientific studies (Miller 1997, Dwyer 2000, Norak 2006, Escobedo 2007). This new understanding of the values and benefits of the urban canopy has led to an increasing recognition of trees as capital assets. Trees are often viewed by urban planners and officials as on par with other infrastructure considerations, such as streets, sidewalks, and stormwater.

#### **3.1 Importance of Assessment**

Trees have been important to the local economy across the Panhandle of Florida for over 150 years. Vast quantities of long leaf pine were harvested from virgin stands, processed at local saw mills, and shipped around the world. Timber from ancient live oaks was harvested for its strength for the production of naval ships. These natural resources distinguished our region as the economic center of Florida until the early 1900s. While the harvest of trees no longer drives the local economy, trees, specifically urban trees, still have value. This value can be measured in more than just economics.

Trees provide value by improving our air, protecting our surface waters, and increasing traffic safety. The presence of trees in cities is associated with a perceived sense of consumer friendliness, promoting increases in consumer shopping and real estate values. Large canopy trees provide the most environmental and economic value. These trees are relatively slow growing, therefore, are not easily replaced. Mortality of urban canopy trees is influenced by many factors including land tenure, development, and storm events. A long-term comprehensive management strategy is a critical part of developing a sustainable plan for managing this vital tree resource (Clark 1997). A management strategy is all but impossible without a clear understanding of the dynamics of existing canopy. An understanding the existing urban tree canopy and quantification of existing benefits requires a comprehensive tree assessment.

Assessments answer questions concerning percentage of canopy coverage, tree density locations, tree ownership, and historic trends. The results from a well-planned assessment greatly aid communities in setting feasible, cost effective urban canopy goals and objectives. Tree planting, pruning, and other urban tree canopy management activities can be planned and prioritized based on these overall objectives.

#### **3.2 Project Scope**

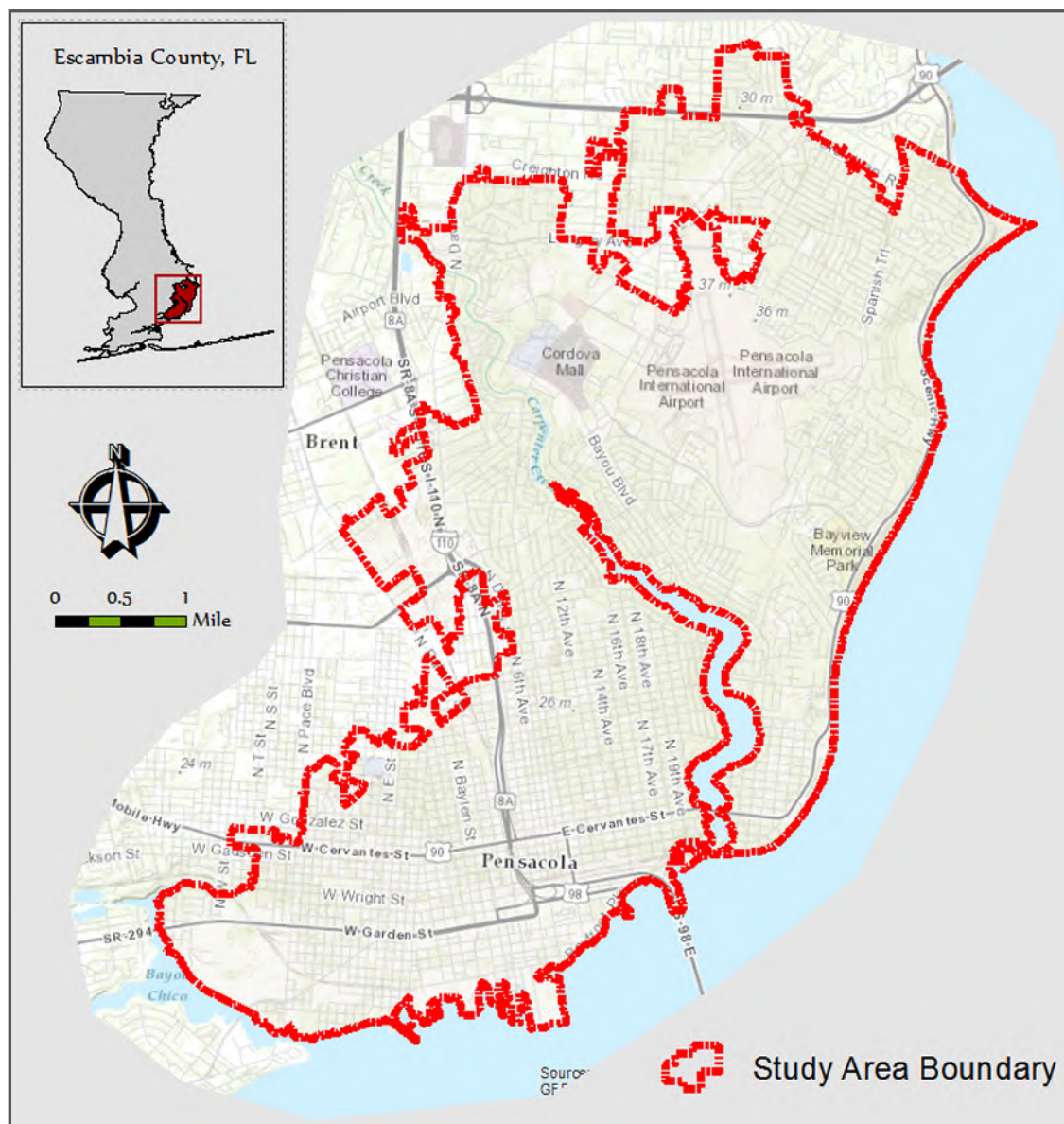
September 2013, the City of Pensacola issued a task order to Escambia County through an existing Interlocal Agreement to perform a comprehensive analysis of the urban tree canopy within the city's jurisdictional limits. This request was initiated though the City's Environmental Advisory Board and

contracted through the City of Pensacola. The purpose of the analysis was to evaluate historic trends, characterize the existing canopy distribution, identify available planting space, and provide specific tree installation and maintenance recommendations. Enhancement objectives were determined and provided by Environmental Advisory Board and City Staff.

Since the focus of the study was limited to terrestrial resources, the project boundary was further refined from the entire jurisdictional boundary of the City of Pensacola to exclude areas below mean high water. Submerged lands within Pensacola Bay, Bayou Chico, and Bayou Texar were excluded. The resulting study area encompassed a total of 14,462 acres.

Project objectives required the use of multiple remote sensing methods. Specific methods utilized to capture historic trends, and identify current canopy distribution are described in detail below in section 4.0.

**Figure 1: Depiction of Urban Tree Canopy Study Area**



## 4.0 Methodology

Two separate and distinct remote sensing methods are used to meet project objectives. The first phase uses a series of historic aerial images setting a series of random points producing a statistical estimate of changes in cover. This provides a baseline on past tree canopy and indicates areas of increase or loss over a period of time. The next phase provides a more detailed analysis of the current canopy by classifying high resolution infrared imagery. This process was used to provide estimates of impervious existing canopy, impervious surfaces, and open space. Data generated using this method can be used to determine potential planting locations respective to individual parcels, land use, and ecological boundaries.

### 4.1 Identification of Historic Trends within the Urban Tree Canopy

Historic trends within the urban tree canopy were identified using a series of seven sets of orthorectified aerial photographs. Key parameters estimated include overall canopy density, canopy coverage and canopy change.

Aerial photographs used in the study cover a span of 19 years (1994-2013). Aerial datasets were obtained from a number of reliable sources. Source data is available below in Table 1. Florida Department of Transportation (FDOT) imagery datasets were chosen as a baseline for image requirements due to their relatively high (1-foot) resolution and excellent temporal availability. Escambia County aerial data sets and the Florida Department of Environmental Protection (FDEP) data sets were chosen for additional image sources on the basis of appropriate orthorectification, data availability, and similar resolution. Sampling dates incorporate pre/post hurricane events and temporal homogeneity within the constraints of data availability.

**Table 1: Imagery Sources and Metadata Evaluated for Section 4.1 Methodology**

Date	Organization/Image Type	Projection	Datum/Zone	Units/Resolution
Jan-1994	FDEP/Color IR	Albers	NAD83 HARN	Meters/1.0
Jan-1999	Escambia County (Photo Science Inc.)/Color IR	Lambert Conformal Conic	NAD83 HARN/0903 FL North	Feet/0.5
Nov-2003	Escambia County (J.W. Sewell)/Black & White	Lambert Conformal Conic	NAD83/0903 FL North	Feet/1.0
Dec-2004	FDOT/True Color	Lambert Conformal Conic	NAD83/0903 FL North	Feet/1.0
Apr-2007	FDOT/True Color	Lambert Conformal Conic	NAD83/0903 FL North	Feet/1.0
Jan-2010	FDOT/True Color	Lambert Conformal Conic	NAD83/0903 FL North	Feet/1.0
Mar-2013	FDOT/True Color	Lambert Conformal Conic	NAD83/0903 FL North	Feet/1.0

Aerial imagery was acquired and imported into ArcGIS. Datasets were visually checked for projection errors. Once complete, imagery was combined into a single continuous dataset using the mosaic

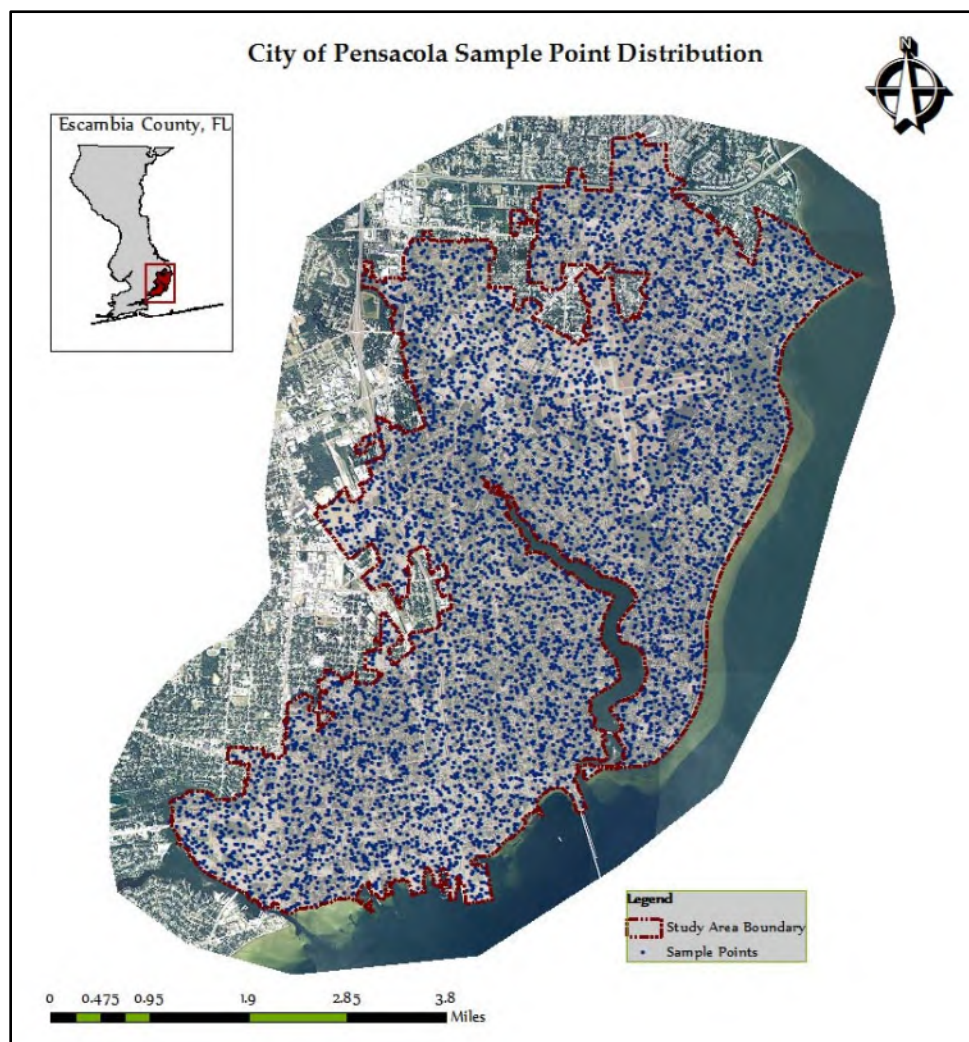


function. Using a single mosaic ensured continuous coverage, balanced color maps, and appropriate image re-sampling for accurate processing.

A dataset of 7,228 sample points was created across the study area using the *Create Random Points* tool in ArcMap in order to assure 90% confidence of a maximum standard error (SE) of  $\pm 1\%$  of the final study output. The size of the sample dataset was created based on the assumption of 50% canopy coverage since SE increases as data approaches 50:50. The statistical approach was based on the same methodology utilized by I-Tree Canopy (I-Tree 2014) software developed by the U.S. Department of Agriculture (USDA) et al.

A randomized grid comprised of square mile sections was used to more evenly distribute sample points across the study area minimizing data gaps. The origin of the grid was the northwest corner of Section 21, Township 1S, Range 30. The exact number of points within each grid section was prorated to correspond with the percentage of the section lying within the study area. This step was necessary to maintain uniform coverage. The distribution of the sample dataset is shown below in Figure 2.

**Figure 2: Sample Point Distribution of Initial Sample Dataset**



Samples were randomly selected from the initial dataset of 7,228 sites generated using the randomized grid discussed above. Sample points were visually classified for each aerial dataset based upon the presence or absence of the underlying canopy. An example of the typical output of this process is presented in Figure 3.

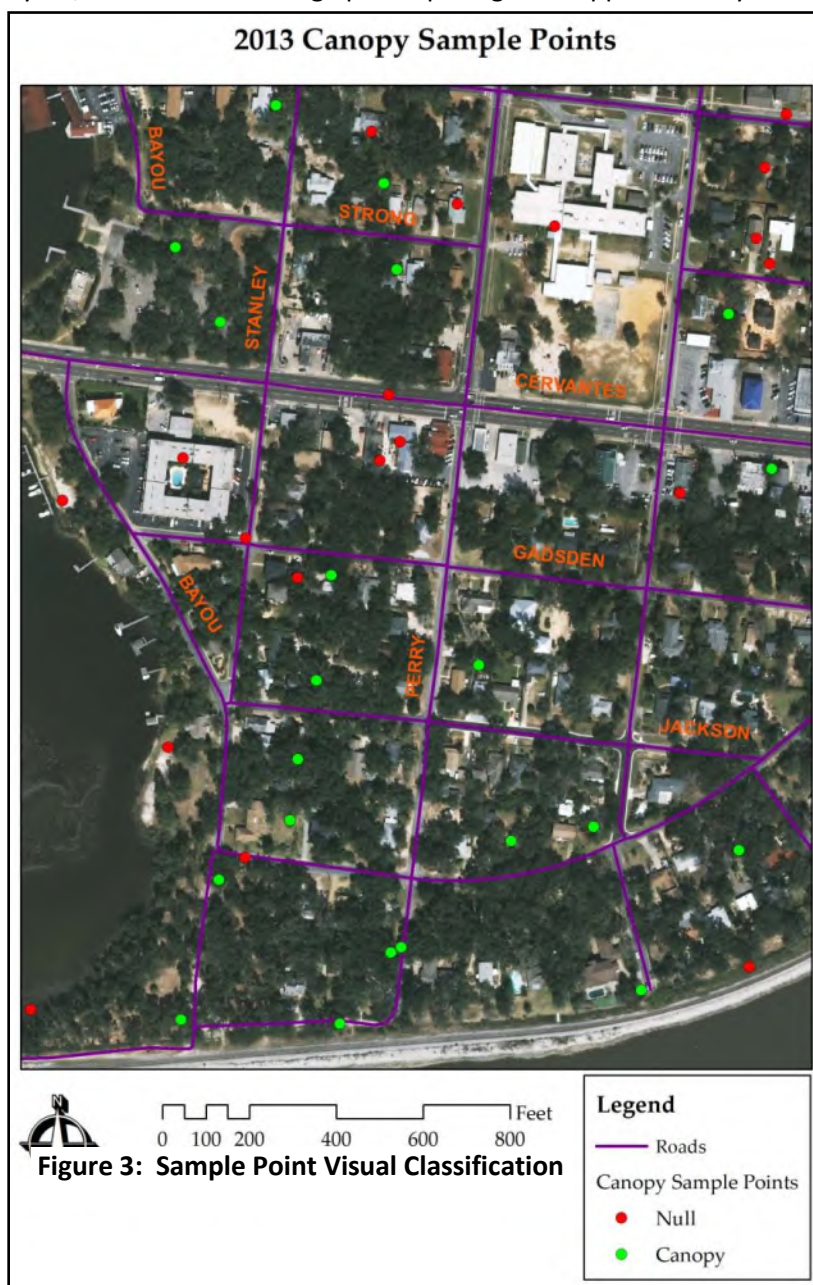
This classification process continued until a  $\pm 1\%$  standard error (SE) value was achieved for all sample years. The desired level of certainty required a total of 6,515 sample points. Years approaching 50% canopy required more points to reach desired level of certainty.

Project-specific objectives required all modeling to be performed using ESRI ArcGIS and Visual Sample Plan (VSP). The final 6,515 sample points were run through a *kriging* interpolation tool within ArcGIS Spatial Analyst to fill data voids and aid in the generation of a smooth, interpolated raster image for final canopy modeling. Kriging increased the sample size from 6,515 classified data points per year to 699,975 interpolated data points per year, and reduced average point spacing from approximately 2.2 acres to 0.02 acres.

The ordinary kriging function utilized an exponential semivariogram model to appropriately fit the model's spatial autocorrelation curve as determined in VSP. Final outputs included canopy coverage metrics and raster images showing canopy coverage and density values for each sample year. Additional rasters were generated using the ArcGIS *Raster Math* tool to show change values, highlighting areas of canopy loss and gain between sampling dates.

#### 4.2 Mapping of Current Urban Canopy through Classification of Infrared Imagery

The data collection method described above is capable of producing outputs useful in evaluating trends across the entire study area, or even large subdivisions of the study such as watersheds, but is not adequate for evaluating smaller



subdivisions within the study area. Using the method described above, smaller or isolated areas contain fewer data points and fewer data points translate to increased error. Therefore, it was necessary to employ a different method to generate a representation of the current canopy that is both accurate and scalable. Multispectral classification using high resolution infrared aerial imagery is scalable from the entire study area down to areas as small as single parcels, all without sacrificing accuracy.

USDA National Agriculture Imagery Program (NAIP) 2013, 4-band color infrared (CIR), orthophotos were acquired through the USDA Aerial Photography Field Office and imported into ArcGIS for processing. Source data is available below in Table 2. Individual images were processed using the mosaic function in ArcGIS using the same method described above in 4.1. A mean color-match operator ensured accurate spectral sampling in areas of image overlap and the addition of a null-data parameter reduced image noise in subsequent processing.

**Table 2: Imagery Sources and Metadata Evaluated for Section 4.2 Methodology**

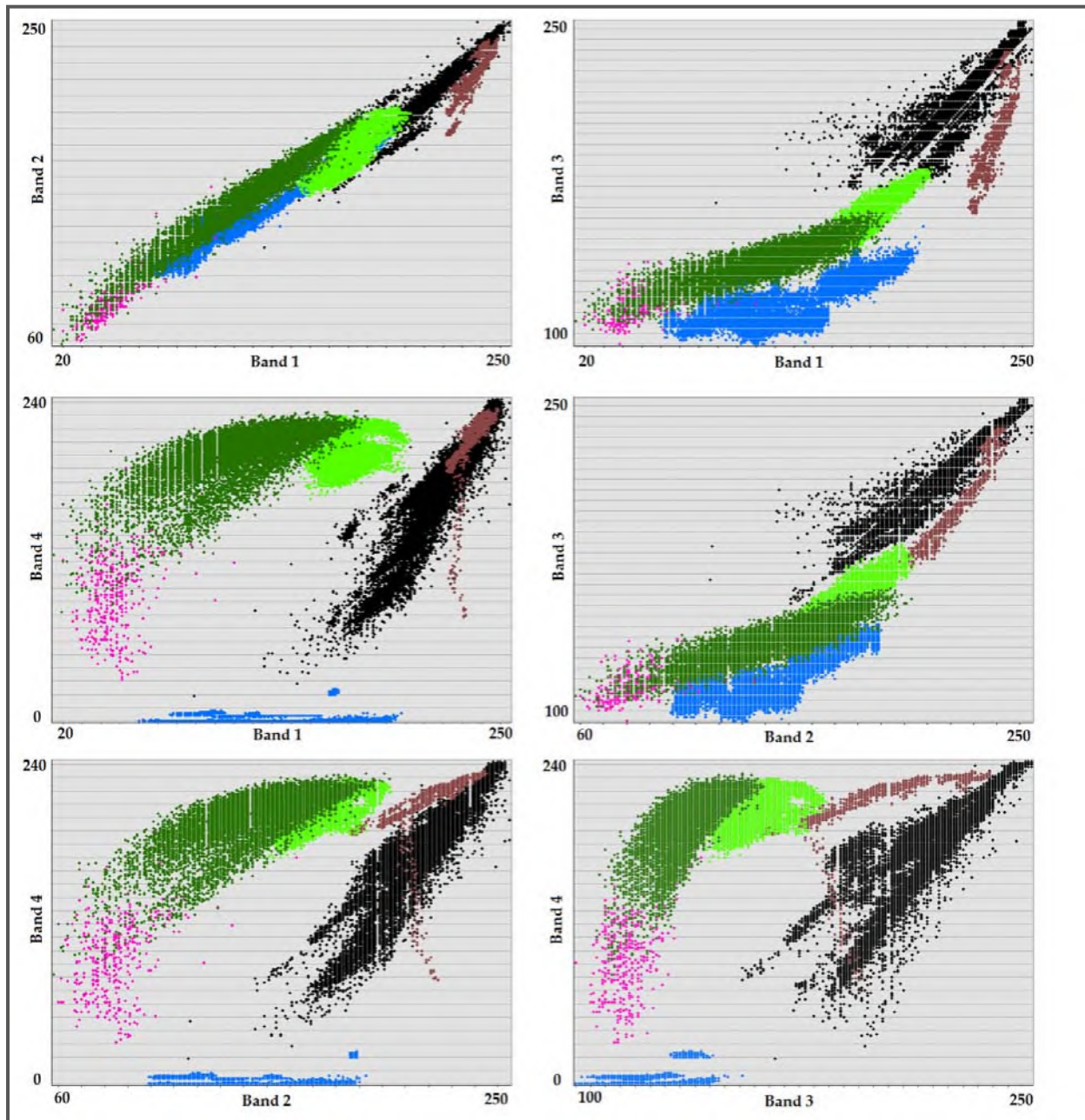
Date	Organization/Image Type	Projection	Datum/Zone	Units/Resolution	Horizontal Accuracy
Oct-2013	USDA-NAIP/4- Band Color IR	Universal Transverse Mercator	NAD83	Meters/1.0	±6m

A two step supervised spectral classification was performed on the NAIP imagery set using the *Maximum Likelihood Classification* (MLC) tool in ArcGIS Spatial Analyst to classify tree canopies. The initial classification utilized representative pixel samples of five primary urban cover types (Canopy, Impervious, Soil, Water, and Grass) in order to identify all potential pixel values. Ten separate pixel training samples per cover type were utilized in order to achieve an appropriate representative sample of the study area and the minimum recommendation of 100 pixels for each category (Campbell and Wynne, 2011). Representative pixel training samples for the five cover types were visually classified and analyzed for uniformity utilizing a reflectance frequency diagram.

An initial 5-class MLC utilizing Baye’s theorem was run on the NAIP imagery set with an equal priori probability weighting and a reject fraction parameter of 0.5%, avoiding some potential miss-classification of deviating pixels and allowing for a second “correction” classification to be performed. The output 5-class land cover raster was analyzed for data voids and used to create an additional pixel training class, identifying un-classified canopy reflectance values falling within image shadows. The final six training samples were analyzed for heterogeneity utilizing frequency cluster diagrams as in the first classification and a 6-class MLC process was run on the original NAIP imagery to include the previously un-classified canopy shadows in the classification. Final pixel frequency distribution is provided in Figure 4.



Figure 4: Pixel Frequency Distribution for Final 6-Class MLC Process



Class Name	Color
Canopy	Dark Green
Impervious	Black
Soil	Brown
Water	Blue
Grass	Light Green
Hole	Magenta

A final digitized canopy was extracted from the 6-class MLC output and was confirmed for accuracy by comparing metrics with the statistical outputs described above in 4.1. Overall calculated canopy coverage within the 14,462 acre study deviated less than 0.1% between the two methods.

### 4.3 Acquisition, Creation, and Processing of Other Data Layers

The remaining two land covers (impervious surfaces and open space) were derived through editing and combining of existing datasets from a variety of reliable sources, including City of Pensacola GIS, Escambia County GIS, Escambia County Property Appraiser, FDEP, FDOT, USDA, and U.S. Geological Survey (USGS).

Existing shapefiles representing major pavement areas and building footprints were acquired from the City of Pensacola GIS. A roadway surfaces layer was generated utilizing FDOT road centerlines. All collected layers determined as impervious were visually checked for errors. Limited updates were made to existing shapefiles where more current information was available. Final versions were merged into a single representative coverage representing impervious surfaces within the study area.

Open space was delineated by eliminating all areas considered “un-plantable” within the study area. Un-plantable areas included current tree canopy, stormwater retention ponds, recreation fields, impervious surfaces, airport runways and associated maintained areas, and surface waters. A complete list of land types excluded from open space is provided below in Table 3. The output of this process was visually checked for errors. Limited updates were made to existing shapefiles where more current information was available. The final open space land cover layer was additionally edited to exclude contiguous areas of less than one-hundred square feet. This last edit was made to assure all remaining areas identified as open space were large enough to support successful future tree plantings.

Final outputs provided urban cover metrics showing actual, scalable canopy, impervious surfaces, and open/available planting locations (open space) for the entire study area.

**Table 3: Data Utilized in Creating Open Space Coverage**

Data Type	Data Source
Airport Runways & Associated Areas	Escambia County
Building Footprints*	City of Pensacola
Major Pavement*	City of Pensacola
Roadways*	FDOT, Escambia County
Railroad Right-of-Ways	Escambia County
Recreational Fields*	City of Pensacola, Escambia County
Stormwater Retention Ponds*	City of Pensacola
Surface Waters*	U.S. Geologic Survey

\* Data updated to include more current information

Other data layers either directly acquired or created for the study include land use, watersheds, riparian buffers, public and private lands, parks, and gateway corridors. Each layer was incorporated into the analysis performed for the study to determine trends, evaluate current conditions, and provide

recommendations relative to these underlying factors. A complete list of these other data layers incorporated into the study is provided in below in Table 4.

**Table 4: Other Data Layers Utilized in Analysis**

Data Type	Data Source
Parcel Data (2013)	Escambia County Property Appraiser
City Owned Property	City of Pensacola
Other Government Owned Property	Escambia County Property Appraiser, City of Pensacola
Gateway Corridor Locations*	City of Pensacola
Parks and Recreational Fields*	City of Pensacola, Escambia County
Watersheds*	FDEP
Riparian Areas*	USGS, Escambia County

\* Data updated to include more current information

Comprehensive parcel data was acquired through the Escambia County Property Appraiser. Land use classifications were made using Department of Revenue (DOR) codes embedded within the parcel data received. Similar DOR codes were combined to form the following major categories: commercial, government, industrial, institutional, residential, and other. Distribution of land use by DOR code is provided in Appendices A. Parks, City owned property, and other government owned property was first evaluated using DOR codes, and then later refined by using a dataset provided by the City of Pensacola. Gateway corridors were digitized based on data provided by the City of Pensacola. City property falling within fifty feet of defined corridors was classified separately in order to analyze aesthetically prominent city owned land along each priority gateway area.

Watersheds were delineated utilizing FDEP Water Boundary Identification (WBID) data. Subbasins, delineated separately by FDEP for water quality data management purposes, were merged with adjoining areas to create basins representative of the primary drainage patterns within the city. The study area was divided into four main watersheds: Pensacola Bay (WBIDs: 639, 548BB), Bayou Texar (WBIDs: 676, 738, 738AB), Downtown (WBIDs: 740), and Bayou Chico (WBIDs: 846, 846C, 846CB, 848DA). Riparian buffers (100-foot) were delineated within the city jurisdictional boundary utilizing a combination of USGS stream location data (primary riparian zones), and visual classification (open water features clearly visible in 2013 aerial dataset).

#### **4.4 Final Data Analysis**

Raster datasets derived using the methodology described above in section 4.1 were split by primary areas of interest to provide detailed temporal and geographical land cover statistics. Outputs allow for evaluation of canopy trends and determination of attainable canopy goals specific for the City of Pensacola.

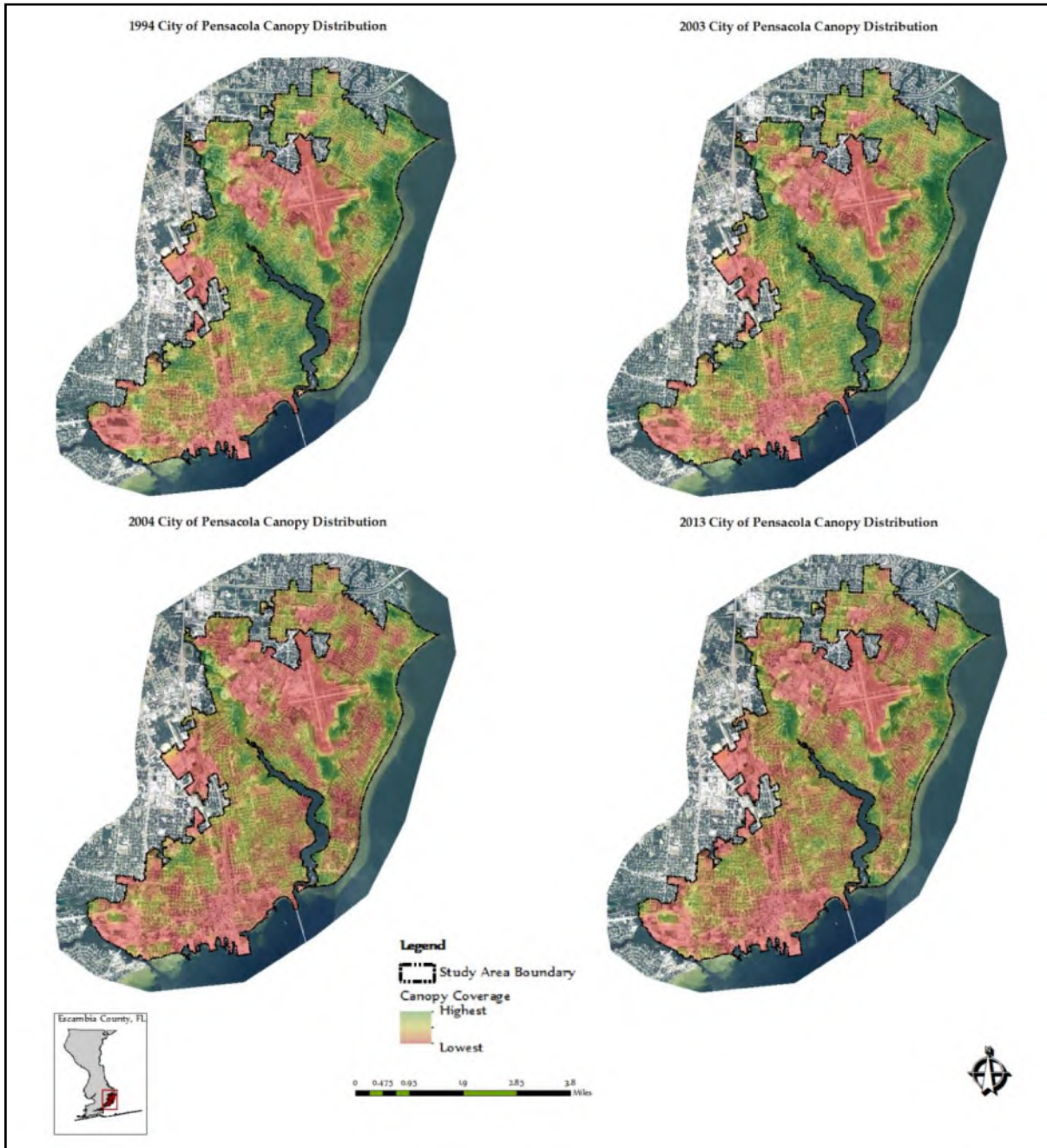
The 2013 urban tree canopy for the City of Pensacola produced using the methodology described above in section 4.2 was intersected with the datasets described in section 4.3. Outputs allow for determination of maximum attainable urban canopy by land use or ownership, evaluation of gateway corridors for potential improvement to shade and aesthetics, detection of watersheds or riparian corridors lacking adequate canopy coverage for water quality improvement or wildlife habitat utilization, and, therefore, identification and prioritization of optimal tree planting locations.

Data generated using the methods described above is presented below in the Results section below. In addition to information directly included within this report, all final model datasets were provided to the City of Pensacola for future use in planning and assessment initiatives.



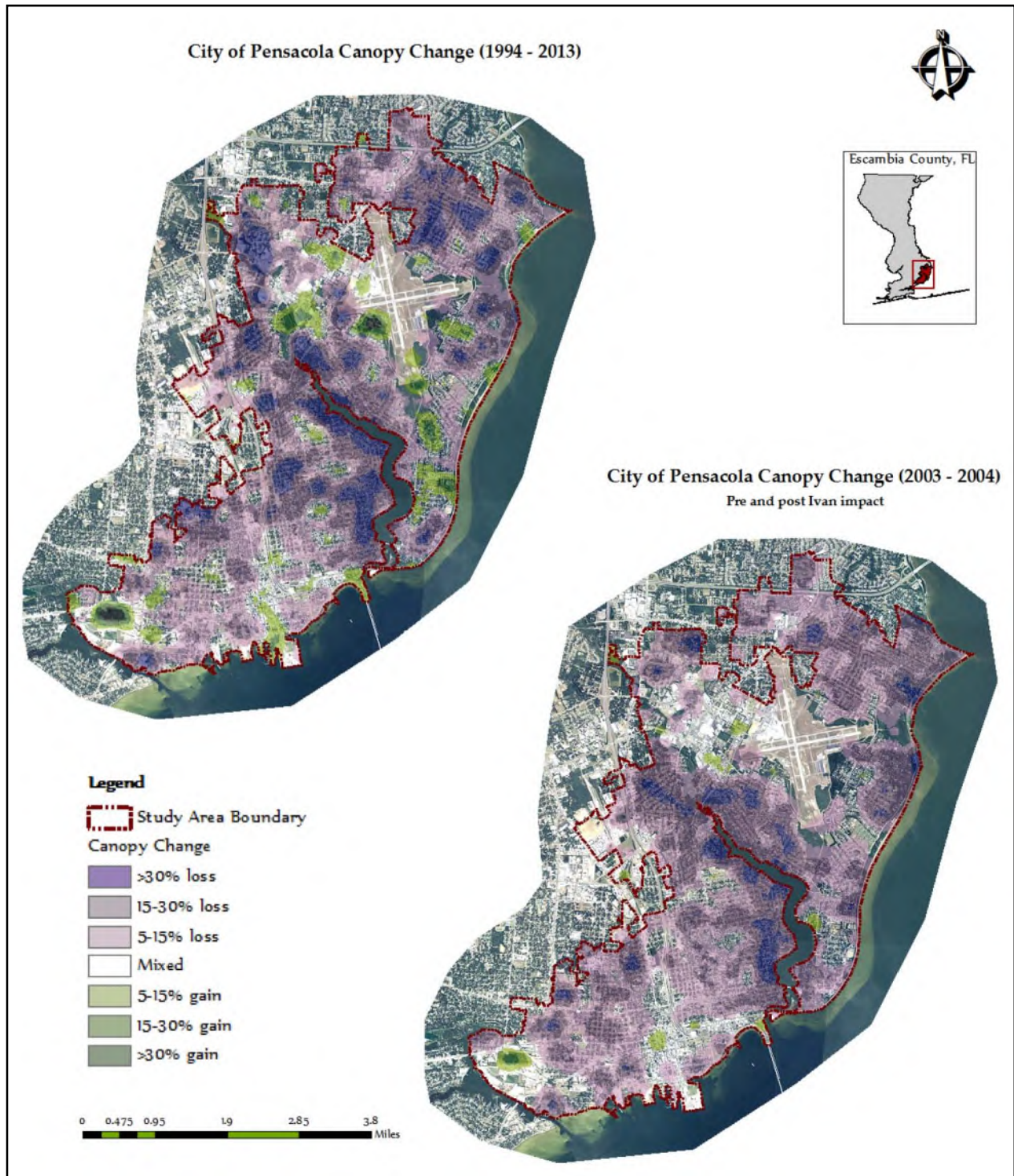
## 5.0 Results

Results obtained in all phases of modeling are presented in this section of the report. Additional maps and project data not directly discussed in the body of this report can be found in the Appendix.

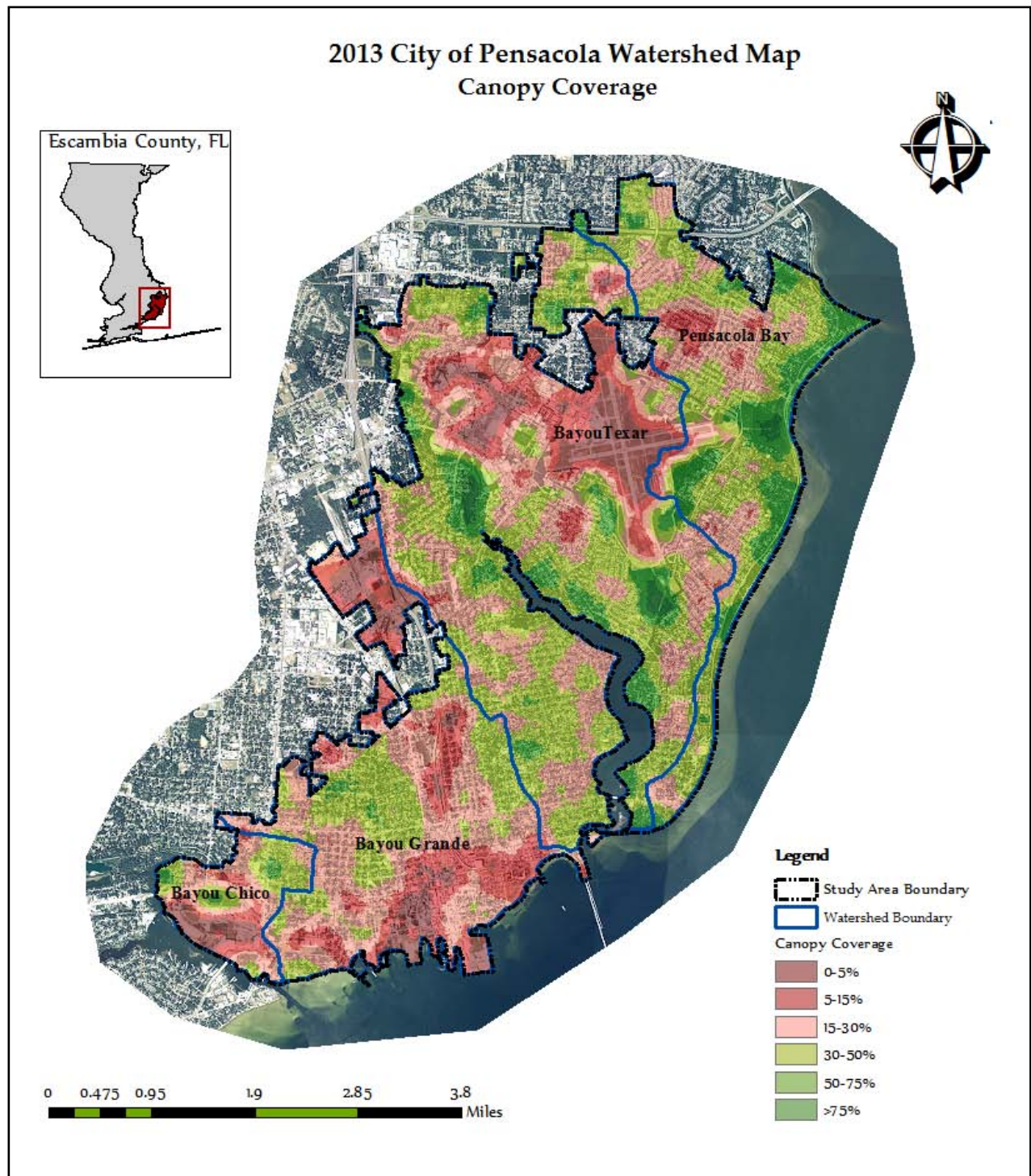


**Figure 5: Canopy Trend Model.** Detailed canopy trend modeling provides insight into the actual distribution of canopy within the study area. Four representative sample years of specific interest are presented (1994, 2003, 2004 & 2013), covering the nineteen year study window as well as a pre/post major hurricane event (Ivan) to be analyzed. Overall canopy coverage metrics for the sample years in this figure are: 1994 (40.2%), 2003(39.4%), 2004 (28.4%) and 2013 (29.3%).





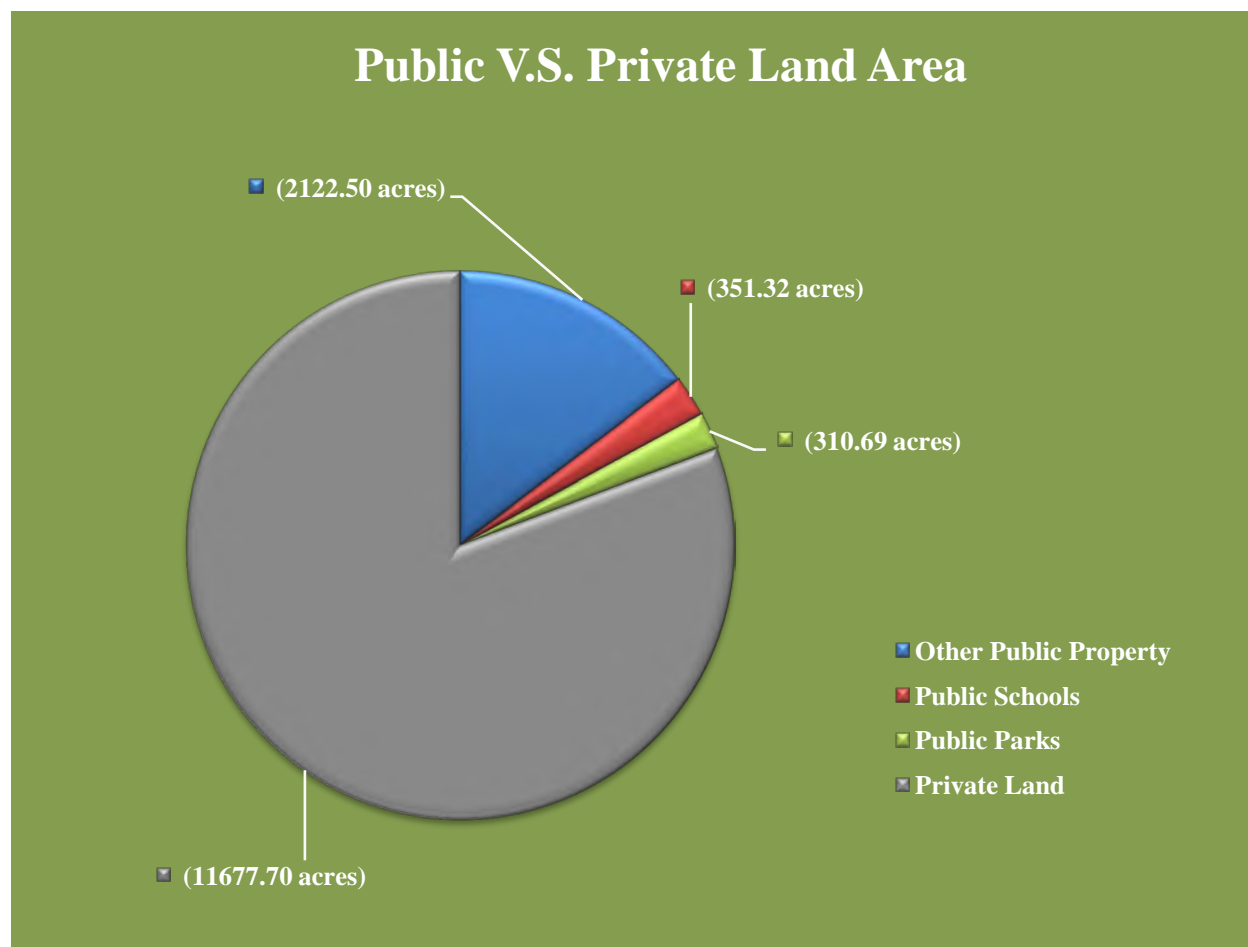
**Figure 6. Canopy Changes from 1994 to 2013.** These change rasters observe overall, 19 year, canopy changes (1994-2013) as well as Hurricane Ivan related (2003-2004) canopy impacts. Relative changes in canopy coverage are visualized and can be quantified within general areas of interest such as Bayou Texar where extreme losses are apparent as a direct result from Hurricane Ivan.



**Figure 7. Watershed Map Relative to Canopy Density:** Overall 2013 canopy coverage map overlaid onto the City of Pensacola’s four watershed delineations. Primary areas of canopy be seen along aquatic buffers, in airport noise buffers and in certain residential and park areas such as the East Hill Neighborhood and Bayview Park. Lowest ratio of tree canopy to land acres is located in the Bayou Texar Watershed and the Bayou Grande (Downtown) Watershed.



**Figure 8 Chart illustrating Public vs. Private Land Ownership:** Over 80% of all lands in City of Pensacola are privately owned. The remaining properties are divided among other government entities including the City, school board and federal agencies



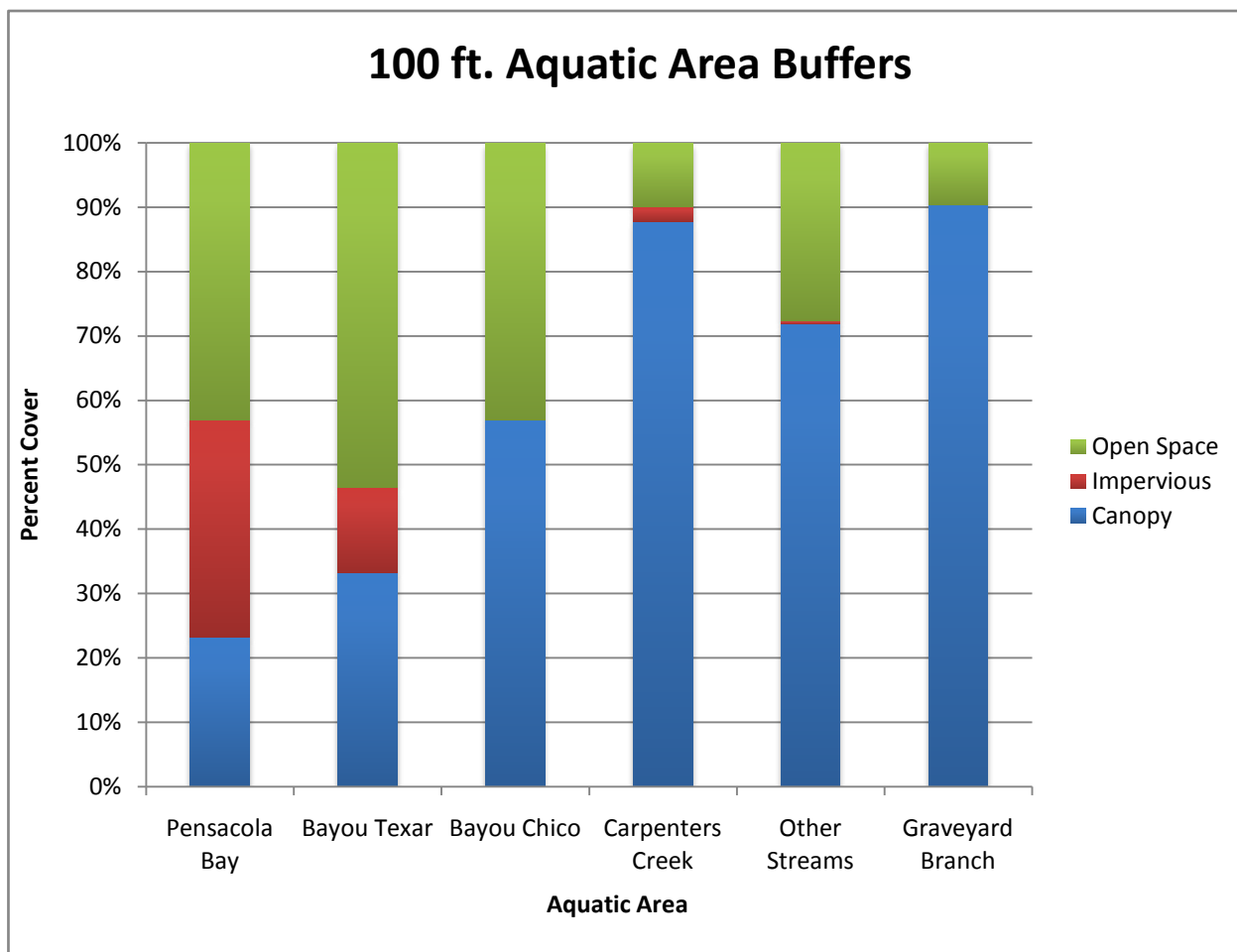
**Table 5: Metrics for Public vs. Private Land Ownership:** Current (2013) urban cover metrics with acreage and cover values

Data Type	Acres	Canopy	Impervious	Open Space	Total Acres
Other Public Property	2122.50	23.7%	24.5%	20.0%	2122.50
Public Schools	351.32	10.2%	40.2%	41.9%	351.32
Public Parks	310.69	39.3%	2.9%	44.4%	310.69
Private Land	11677.70	30.5%	32.3%	37.2%	11677.70

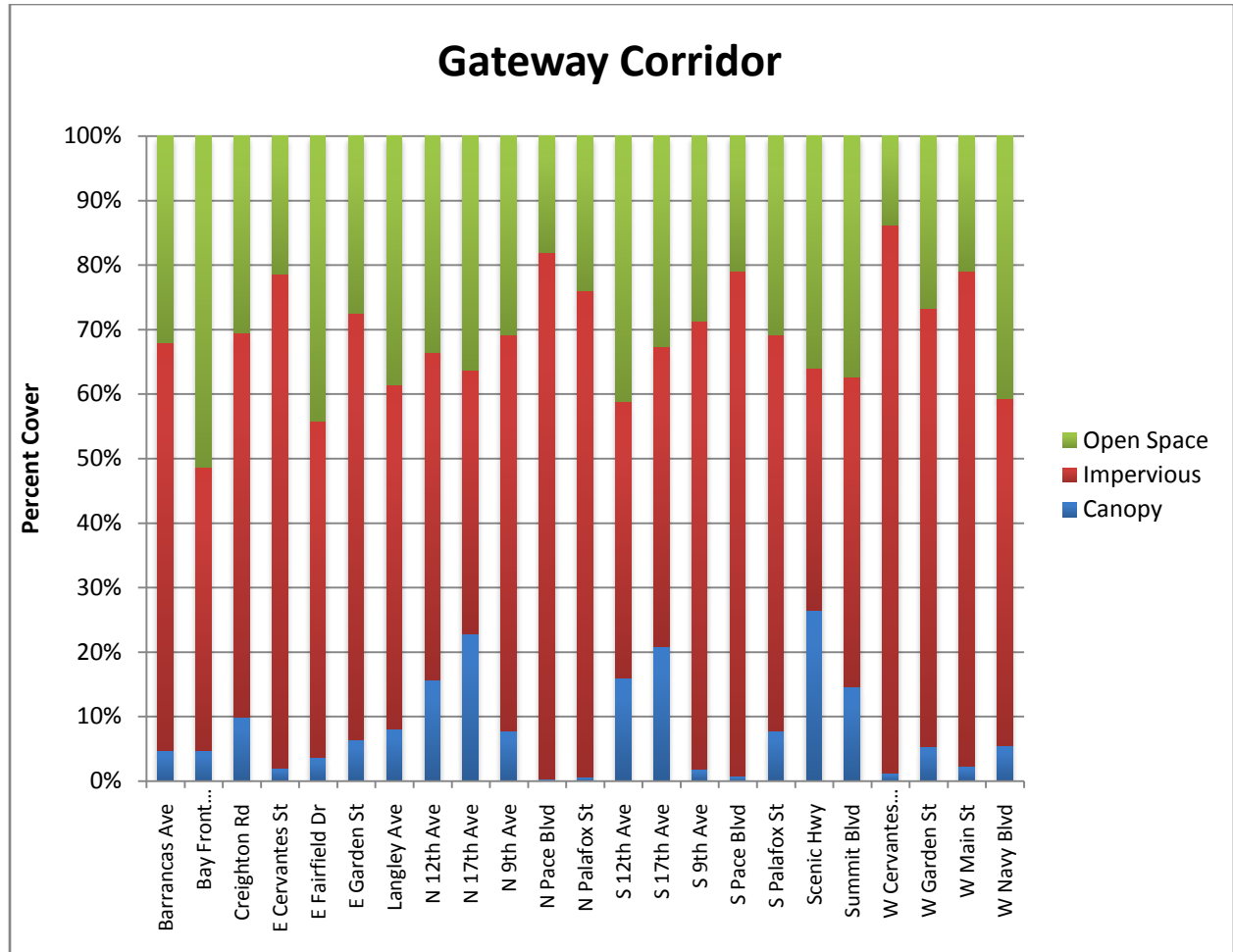
**Table 6: Cover Metrics for the City of Pensacola’s 100 ft. Aquatic Buffers**

Property Type	100 ft. Aquatic Buffer	Acres	Canopy	Impervious	Open Space
All	Pensacola Bay	167.02	11.5%	16.8%	44.1%
All	Bayou Texar	115.74	42.3%	6.0%	46.9%
All	Bayou Chico	30.79	18.4%	38.6%	38.6%
All	Maggie's Ditch	7.95	42.6%	8.0%	31.8%
All	Carpenters Creek	112.09	74.2%	5.4%	13.3%
All	Other Streams	7.34	80.6%	4.0%	8.7%
All	Graveyard Branch	10.23	70.8%	5.3%	11.0%

**Figure 9: Visualizing Primary Urban Cover Values:** Showing the open space, impervious and existing canopy within the aquatic buffer for various water bodies within the study area.

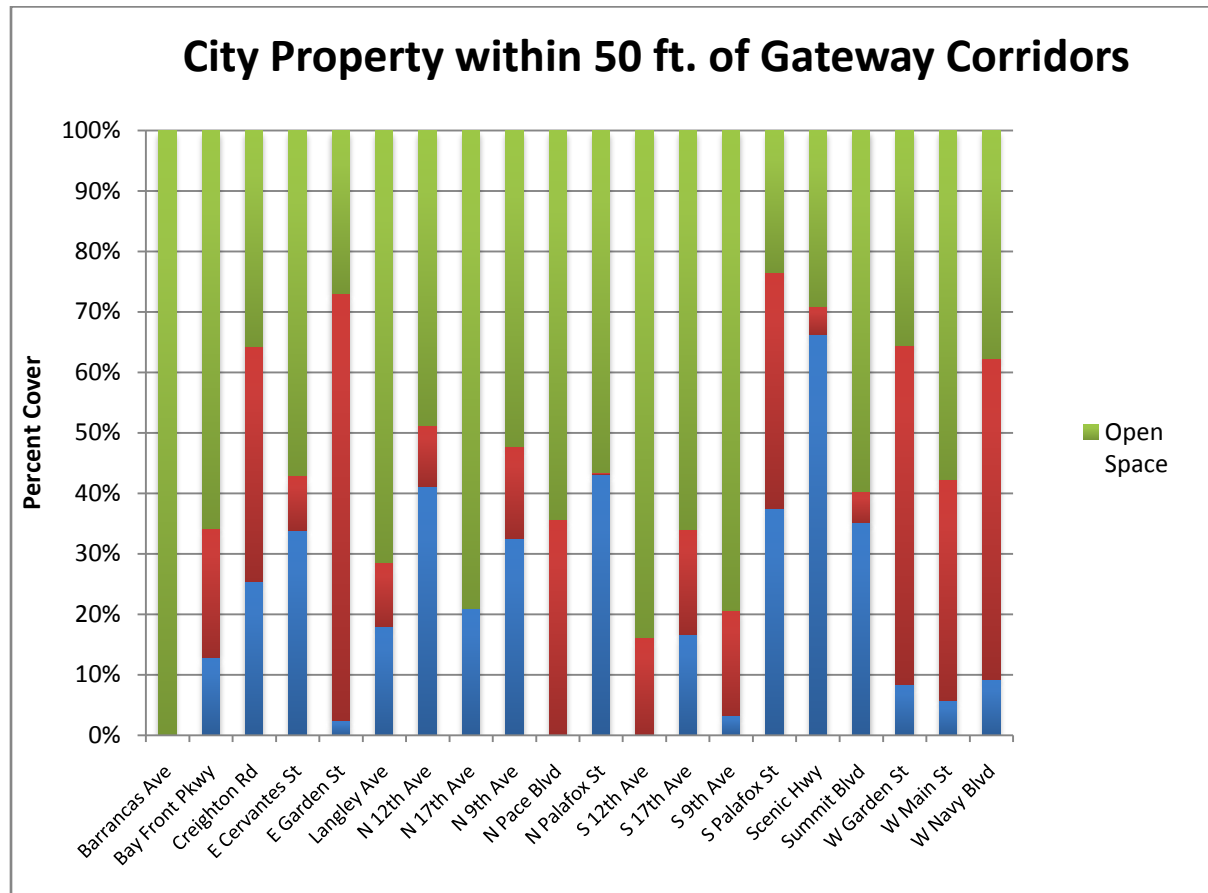


**Figure 10: Coverage metrics within the Gateway Corridor.** Coverage values represent percentage of impervious areas, existing canopy and impervious areas within the Gateway Corridors



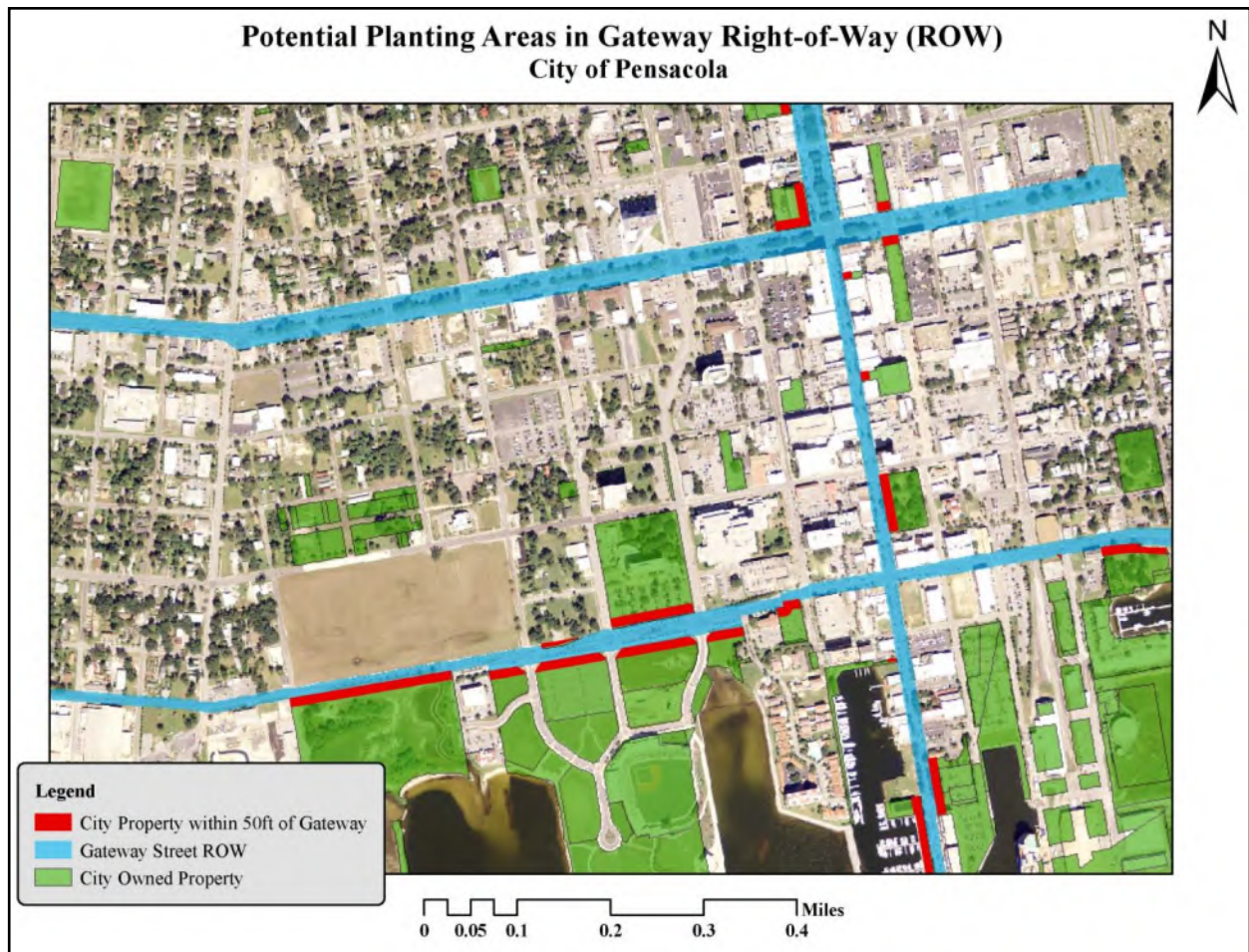
Property Type	Gateway Area	Acres	Canopy	Impervious	Open Space
All	All Gateways	522.15	10.4%	56.5%	33.6%
All	Barrancas Ave	25.16	3.8%	50.1%	25.5%
All	Bay Front Pkwy	26.13	4.6%	42.3%	49.4%
All	Creighton Rd	20.26	13.1%	78.8%	40.3%
All	E Cervantes St	22.47	2.0%	76.7%	21.4%
All	E Fairfield Dr	39.03	3.6%	52.3%	44.3%
All	E Garden St	5.88	6.4%	66.3%	27.6%
All	Langley Ave	25.65	8.1%	53.8%	38.9%
All	N 12th Ave	48.20	16.1%	51.9%	34.3%
All	N 17th Ave	14.83	23.8%	42.7%	37.9%
All	N 9th Ave	68.93	7.9%	62.8%	31.5%
All	N Pace Blvd	6.20	0.3%	81.8%	18.1%
All	N Palafox St	9.16	0.6%	75.6%	24.1%
All	S 12th Ave	4.15	16.4%	44.0%	42.3%
All	S 17th Ave	6.18	20.6%	46.1%	32.3%
All	S 9th Ave	7.73	1.8%	70.2%	28.9%
All	S Pace Blvd	8.16	0.7%	76.3%	20.5%
All	S Palafox St	15.14	8.0%	62.7%	31.6%
All	Scenic Hwy	64.43	26.6%	37.6%	36.1%
All	Summit Blvd	32.91	15.1%	49.5%	38.6%
All	W Cervantes St	16.99	1.2%	85.6%	13.8%
All	W Garden St	22.84	5.4%	68.3%	26.8%
All	W Main St	16.09	2.0%	65.5%	17.8%
All	W Navy Blvd	23.16	5.3%	52.3%	39.5%

**Figure 11: Current (2013) Urban Cover Metrics for City Owned Property within 50 feet of the Gateway Corridor.** Property areas are within 50 feet of a gateway right-of-way area. These properties could be considered for improvements associated with improvements in the Gateway Corridor. A visual example of the area is shown in figure 12.



Property Type	Gateway Area	Acres	Canopy	Impervious	Open Space
City (within 50ft)	Barrancas Ave	0.06	0.0%	0.0%	100.0%
City (within 50ft)	Bay Front Pkwy	3.83	11.9%	19.6%	60.4%
City (within 50ft)	Creighton Rd	0.37	26.2%	40.3%	36.8%
City (within 50ft)	E Cervantes St	2.00	34.8%	9.2%	58.7%
City (within 50ft)	E Garden St	0.18	2.5%	71.5%	27.4%
City (within 50ft)	Langley Ave	5.83	14.2%	8.4%	56.5%
City (within 50ft)	N 12th Ave	8.35	37.2%	9.1%	44.1%
City (within 50ft)	N 17th Ave	0.61	20.8%	0.0%	78.3%
City (within 50ft)	N 9th Ave	0.73	34.0%	16.0%	54.7%
City (within 50ft)	N Pace Blvd	0.17	0.0%	35.6%	64.4%
City (within 50ft)	N Palafox St	0.69	42.5%	0.2%	55.7%
City (within 50ft)	S 12th Ave	0.32	0.1%	12.9%	67.3%
City (within 50ft)	S 17th Ave	1.37	16.0%	16.6%	63.4%
City (within 50ft)	S 9th Ave	1.49	3.3%	17.4%	79.6%
City (within 50ft)	S Palafox St	3.23	38.0%	39.3%	23.8%
City (within 50ft)	Scenic Hwy	13.02	65.0%	4.6%	28.5%
City (within 50ft)	Summit Blvd	9.06	34.9%	5.1%	59.3%
City (within 50ft)	W Garden St	0.22	8.7%	57.3%	36.3%
City (within 50ft)	W Main St	3.60	5.5%	35.5%	56.2%
City (within 50ft)	W Navy Blvd	0.83	8.5%	48.7%	34.6%

**Figure 12: A Visual Example of City Owned Properties within the Gateway Corridor.** Gateway is highlighted with blue. The 50 feet of gateway right-of-way areas is shown in red. Areas highlighted in green are City owned properties. Electronic data of all areas was provided to the City.



## **6.0 Discussion**

### **6.1 City of Pensacola Urban Canopy Trends**

Canopy coverage is not a static measurement. Estimates, even good estimates, only represent a snapshot in time. Urban forests are dynamic systems. Many factors simultaneously contribute to either expansion or contraction. Growth and decline coexist. Rates determine overall trends. Temporal trends in urban tree coverage for the City of Pensacola observed through this study are summarized below in Figure 14.

Factors contributing to increases in canopy coverage may include annual growth of existing trees, community planting efforts, or even rapid flush from new volunteers after land disturbance. Factors contributing to decreases in canopy coverage may include storm events, urban development, disease, and loss of mature trees.

### **6.2 Canopy Trends Relating to Hurricanes and Tropical Storms**

The effects of tropical storms on the urban canopy have been well-documented. Strong sustained winds, and even stronger wind gusts, cause tree failures including crown damage, stem breakage, and uprooting. As expected, studies have found positive correlations between increasing wind speed and canopy loss (Tanner et al. 1991). In addition to strong winds, storms bring considerable rainfall. Studies have also found saturated soils caused by intense rainfall leading up to storm events contribute to tree mortality mainly by increasing chances of trees uprooting (Creamer et al. 1982). Both factors are directly related to the relative position to the landfall location since the heaviest rainfall and strongest winds are generally found in the northeast quadrant (right front side relative to direction of movement) of tropical storms and hurricanes forming in the northern hemisphere.

Canopy loss due to storms is also a function of tree characteristics. Other factors include wood density, crown shape, crown density, and size (Duryea et al. 2007). Not all tree species possess the same storm resistant qualities. Native trees generally have a higher survival rating than many exotic species (Duryea et al. 1996). Future canopy loss can be mitigated, at least in part, through proper selection of wind resistant trees. Cultural practices, such as proper routine pruning and planting procedures, can also increase survivability (Duryea et al. 2007).

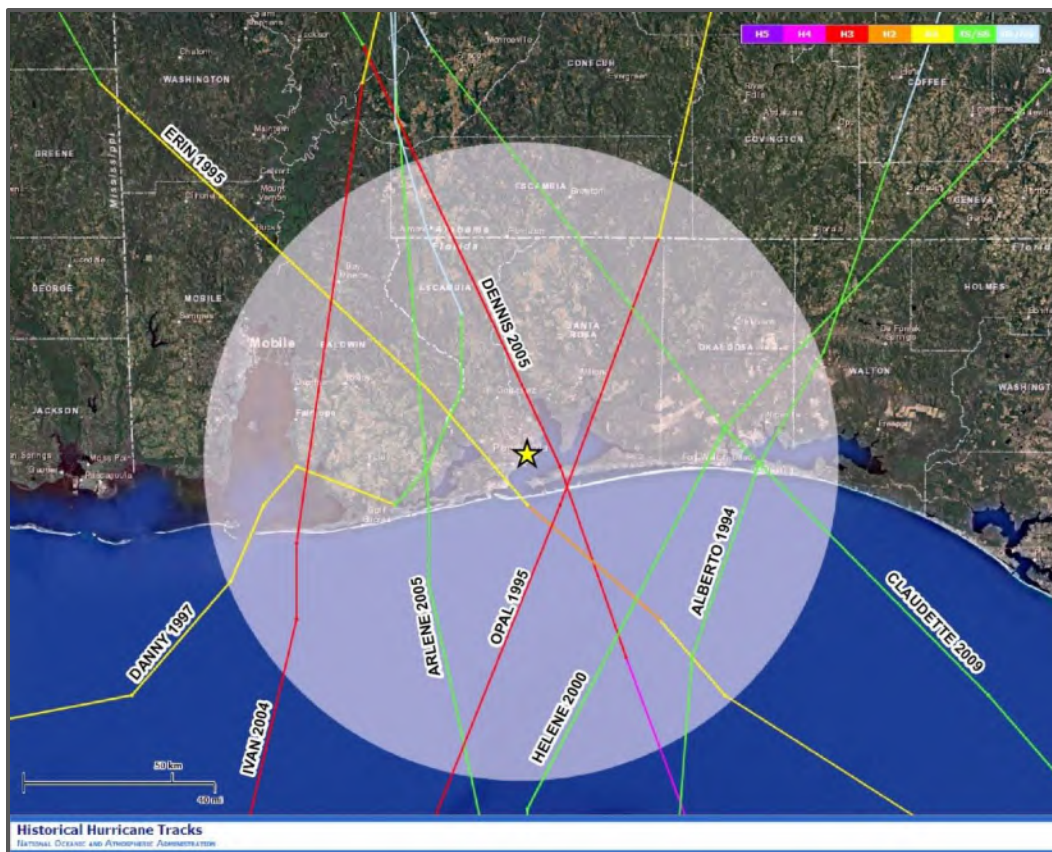
Since 1994, nine named tropical cyclones have made landfall within 50 nautical miles of Pensacola. Maximum sustained winds at landfall ranged from 35 to 105 knots (40 – 120 mph). A list of those storms is provided below in Table 7. Corresponding storm tracks and landfall locations are also graphically depicted below in Figure 13.



**Table 7: Hurricanes and Tropical Storms Making Landfall within 50 Nautical Miles of Pensacola (1994-2013)**

Date	Storm	Landfall Location	Landfall Winds (kts)
August 2009	Claudette	Fort Walton Beach, FL	40
July 2005	Dennis	Pensacola Beach, FL	105
June 2005	Arlene	Perdido Key, FL	60
September 2004	Ivan	Gulf Shores, AL	105
September 2000	Helene	Fort Walton Beach, FL	35
July 1997	Danny	Mullet Point, AL	65
October 1995	Opal	Pensacola Beach, FL	100
August 1995	Erin	Pensacola Beach, FL	75
July 1994	Alberto	Destin, FL	55

**Figure 13: Storm Tracks and Intensity of Hurricanes and Tropical Storms Making Landfall Within 50 Nautical Miles of Pensacola (1994-2013)**



Map Source: National Oceanic and Atmospheric Administration (NOAA) - National Hurricane Center

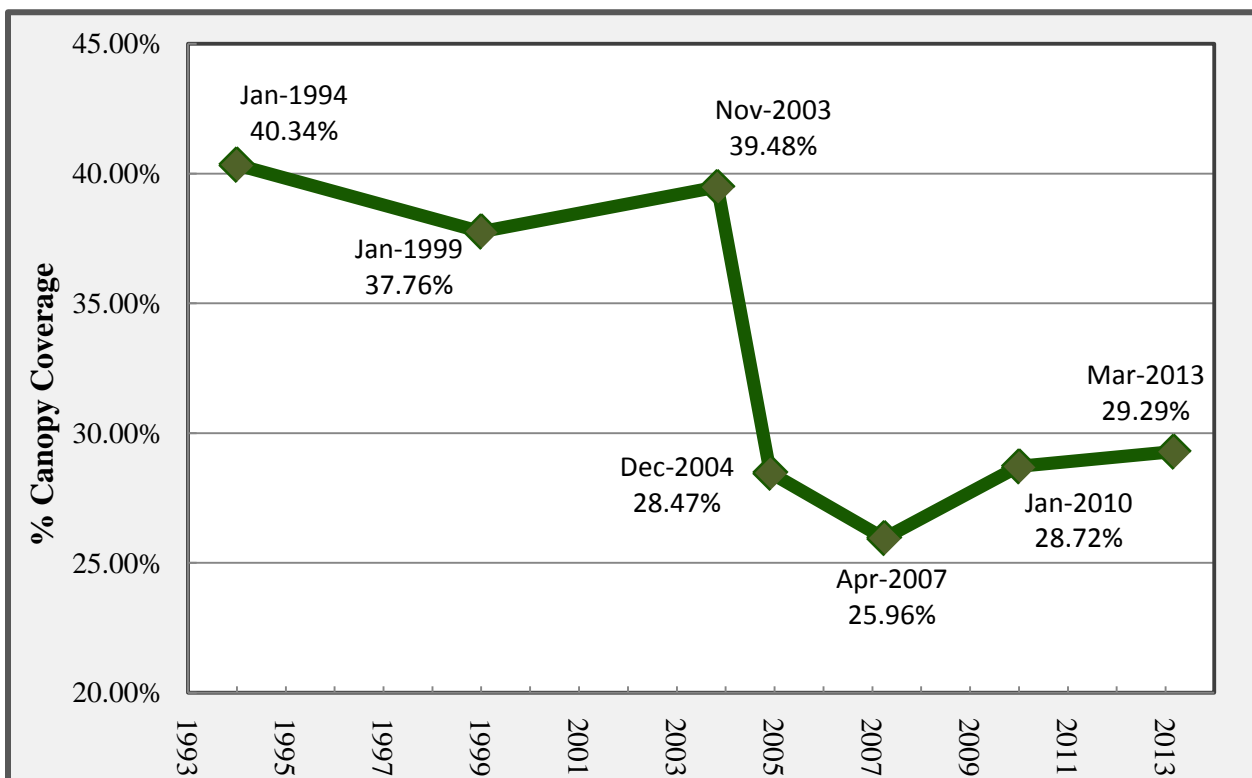
Overall canopy coverage during the period of interest ranged from 25.96% to 40.34% with the highest percent coverage observed at the beginning of the period in January 1994, and the lowest percent coverage observed in April 2007. Intervals showing decline in overall canopy coverage include January

1994 – January 1999, November 2003 – December 2004, and December 2004 – April 2007. All three periods correspond with one or more landfalling hurricanes (Erin, Opal, Ivan, Dennis), including at least one major hurricane (>95 kts) during each interval. Two other tropical storms (Alberto, Arlene) also made landfall during these periods.

The greatest loss of canopy was observed following Hurricane Ivan where an estimated 27.89% of the entire canopy within City of Pensacola was lost due to the storm and associated factors. Losses following Hurricane Dennis are estimated at 8.82% of the remaining canopy. This loss reflects considerably fewer trees considering the almost 9% loss was of the already reduced canopy coverage following Ivan. Limited availability of quality aerial imagery in the mid 1990s prevents the individual evaluation of Hurricanes Erin and Opal. Data collected for this study suggests only a 6.40% loss due to both storms, but actual losses could have been closer to 10% if a recovery typical of the recovery rate discussed below is assumed during the following three growing seasons before January 1999.

Figure 14 below visualizes changes in canopy cover from November 2003 – December 2004. Canopy loss and gain is shown as a color gradient between purple and green. Colors trending toward green reflect gains; colors trending toward purple reflect losses. Areas reflecting the highest percentage of canopy loss appear to correlate with the vegetative edge along Bayou Texar and the eastern shoreline of Pensacola Bay.

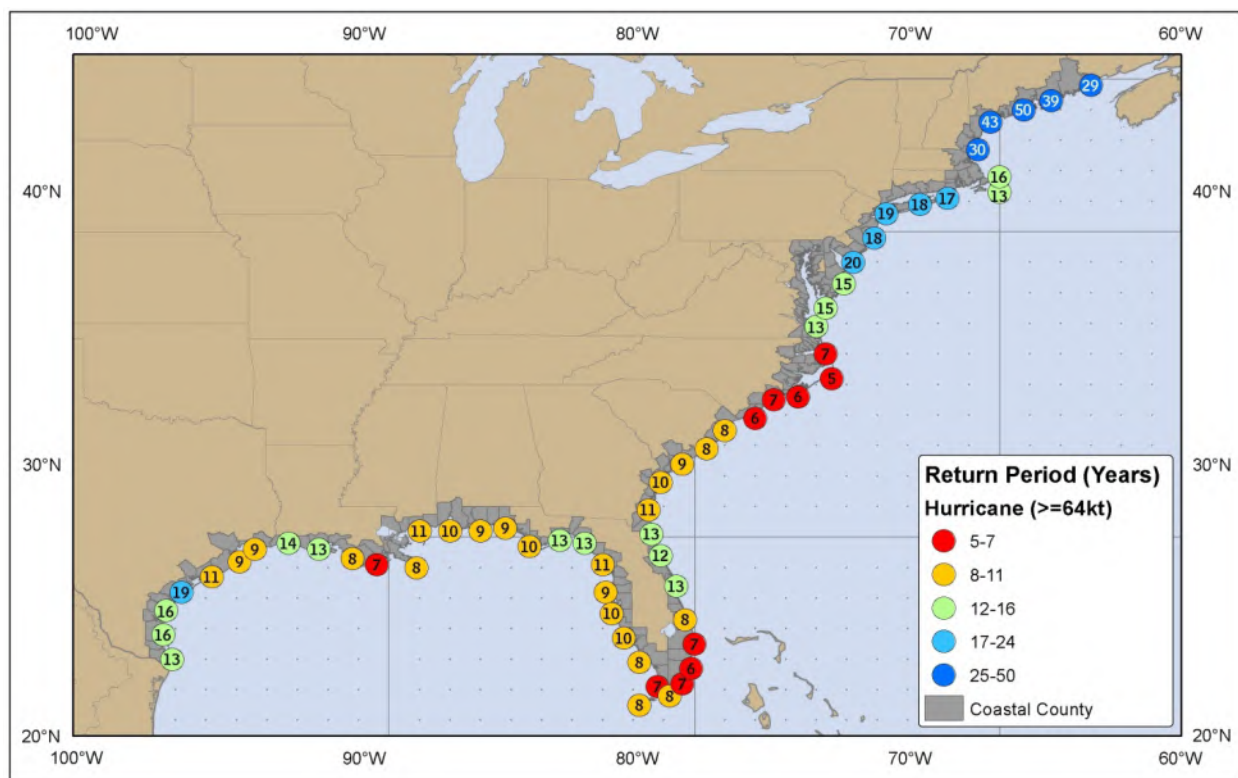
**Figure 14: Estimated Canopy Coverage per Year**



April 2007 – January 2010, and January 2010 – March 2013 are periods showing gains in canopy coverage generally do not include significant landfalling storms. Danny in 1997 is the only hurricane (minimal category 1 hurricane) to make landfall within 50 nautical miles of Pensacola during any of these periods of increase. Two other tropical storms (Helene, Claudette) also made landfall during these periods. No loss of canopy was able to be attributed to these storms. Decline, if any, attributed to these and other tropical storms was likely less than the relative margin of error ( $\pm 1\%$ ) for the study.

The relationship between canopy loss and maximum sustained winds is not linear (Duryea et al. 2007). While localized impacts are possible, tropical storms generally do not appear to produce measurable canopy losses. Impacts from hurricanes, specifically major hurricanes, appear to be the largest single factor affecting the overall canopy trends for the City of Pensacola observed during the period evaluated for this study.

**Figure 15: Average Return Periods between Landfalling Hurricanes**

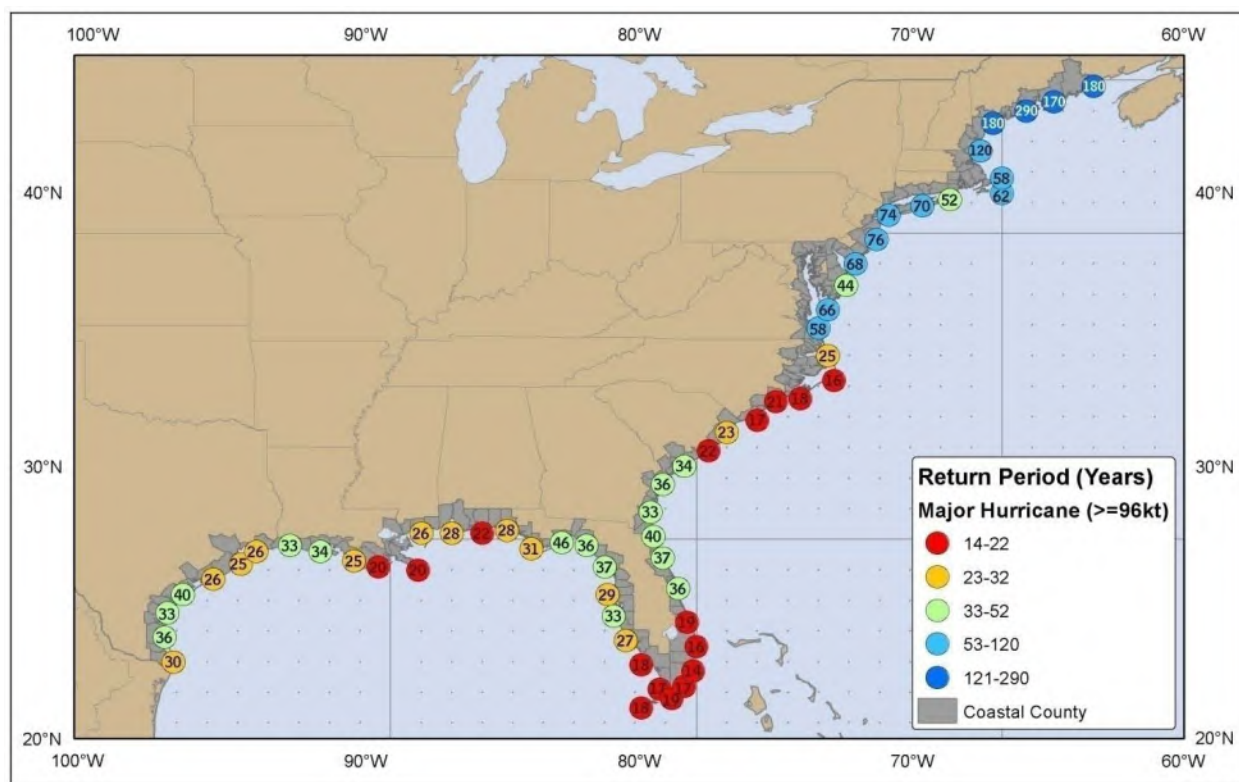


Map Source: National Oceanic and Atmospheric Administration (NOAA) - National Hurricane Center

Impacts from future tropical storms and hurricanes are inevitable. A canopy recovery strategy for the City of Pensacola should therefore consider the likely probability and severity of these impacts. The

National Oceanic and Atmospheric Administration (NOAA) has produced statistical probabilities of likely return periods (years between strikes) for the Atlantic Ocean and Gulf of Mexico using long-term historical data. The expected return period of a hurricane (64 – 95 kts) passing within 50 nautical miles of Pensacola is estimated at every nine years, or an 11.1% chance any given year. Data for estimated return periods for hurricanes is depicted in Figure15 above. The expected return period of a major hurricane (>95 kts) passing within 50 nautical miles of Pensacola is estimated at every 22 years, or a 4.5% chance any given year. Data for estimated return periods for major hurricanes is depicted in Figure 16 below. As of the date of this report, a hurricane, or major hurricane, has not made landfall within 50 nautical miles of Pensacola in nine years (Dennis 2005).

**Figure 16: Average Return Periods between Landfalling Major Hurricanes**



Map Source: National Oceanic and Atmospheric Administration (NOAA) - National Hurricane Center

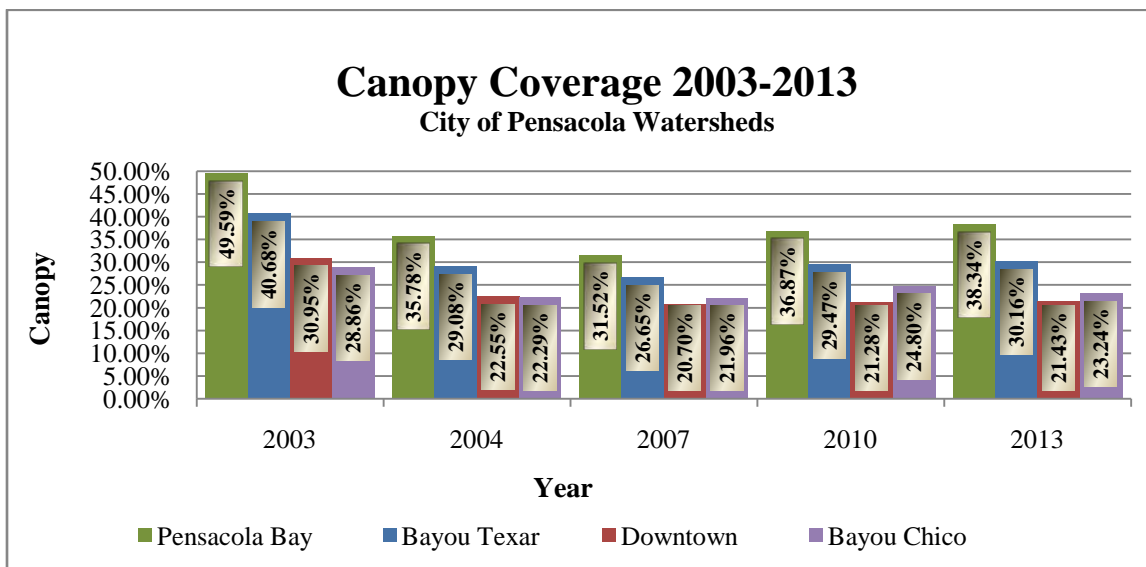
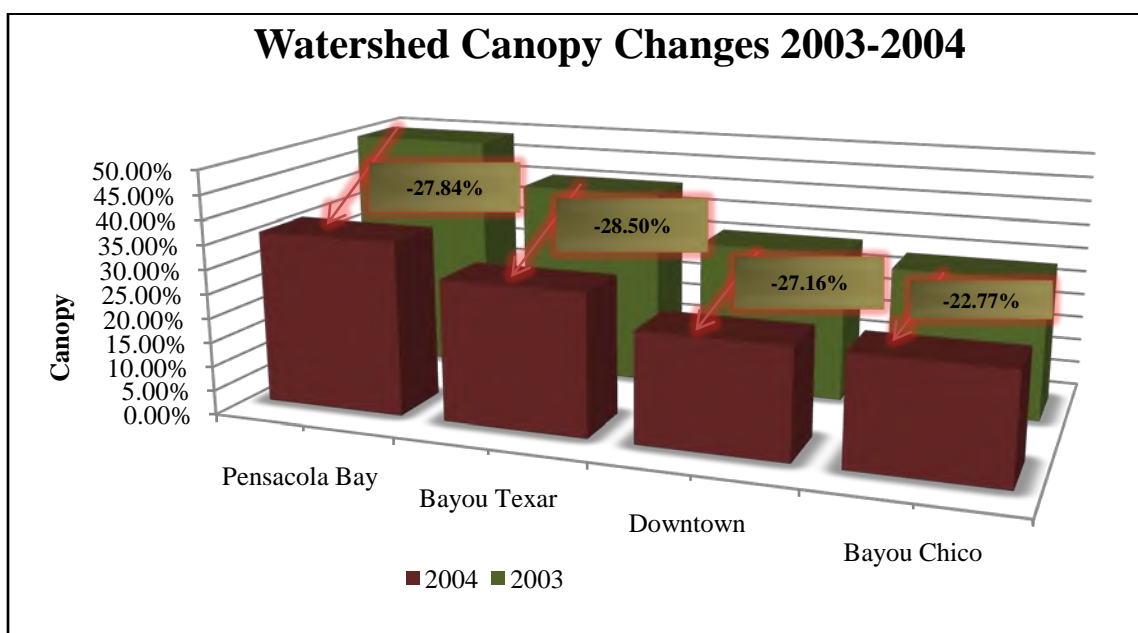
### 6.3 Canopy Trends Relating to Watersheds

Watershed based urban forestry incorporates urban tree canopy into water quality planning and resource management. This comprehensive strategy focuses on managing tree resources as a unit rather than on a site by site basis. USDA Forest Service studies have correlated canopy coverage greater than 45% with good and excellent water quality. (Urban Forestry Watershed Manual, 2005) Current recommendations from the USDA Forestry Service suggest a minimum canopy goal of 25% to 40% in suburban areas (greater than 25% impervious surface).



The study area was divided into 4 watershed areas-Bayou Chico (757 acres), Pensacola Bay (3,023 acres), Downtown (3,726 acres) and Bayou Texar (6,956). In 2013, average canopy coverage by watershed is 21.7%, 37.8%, 19.4% and 31.6% respectively. Both Bayou Chico and the Downtown watershed canopy coverage are less than 25%, below the minimum recommendation. For all watersheds, the greatest period of canopy change is associated with Hurricane Ivan. Bayou Texar experienced the greatest canopy loss during this time. (Figure 17) None of the watersheds have recovered to the pre-Ivan base line. The explanation for canopy not returning to base line was not addressed in the scope of this project.

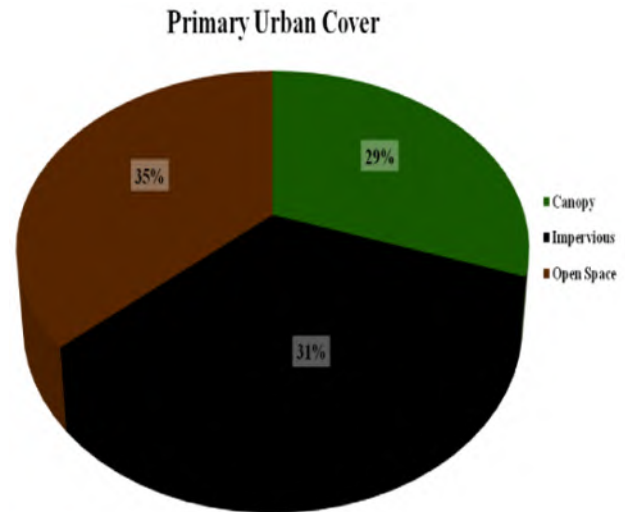
**Figure 17: Canopy Coverage Changes in each Watershed Over a 10 Year Period**



## 6.4 Existing Canopy Cover 2013

Using 2013 high resolution imagery, three cover values (canopy, impervious and open space) were classified and evaluated. These values were used to analyze the City of Pensacola's existing tree cover and maximum attainable cover by land use or ownership. The urban tree canopy (UTC) analysis found the City has 4,228 acres of existing tree canopy. This corresponds to 29% of the City of Pensacola's land area. An additional 5,056 acres or 35% of Pensacola's land area is covered with grasses or other small vegetation. These areas could conceivably be covered by urban tree canopy. While it would not be desirable to cover all vegetated or open areas with tree canopy, these results indicate significant opportunities to increase Pensacola's tree canopy.

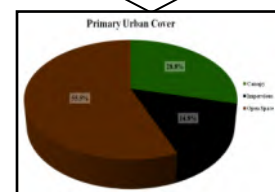
**Figure 18: 2013 Pensacola's Primary Urban Cover Values.** Cover values show Pensacola with 29.2% existing canopy, 30.7% impervious surfaces and 35% open space.



**Figure 19: Example of GIS Analysis for an Individual Parcel:** Analysis can be done on desired scale. Data and all support materials for analysis provided to City of Pensacola for future analysis.



Attribute	Value
Owner	City of Pensacola
Land use	Park
Acres	16
Tree Canopy	28.8%
Impervious	14.8%
Open Space	55.5%



Additional evaluations were then performed based on objectives determined by the Environmental Advisory Board and City Staff. Evaluations included the gateway corridors (Figure 12) for potential improvement to shade and aesthetics. Additional evaluations include watersheds (Figure 17), riparian corridors and aquatic buffers (table 6) lacking adequate canopy coverage for water quality improvement and wildlife habitat utilization.

The lowest percent canopy coverage was found in the Downtown & Bayou Chico Watershed with 19.4% and 21.7% respectively. Downtown Watershed at 3,700 acres has a large commercial corridor with an overall average of 39% impervious areas with over 1,000 acres of open space. This area has the lowest tree density value with the highest impervious cover percentage for all four watersheds. The City has 121 acres of open space. However, many of these areas have been recently planted. Additional planting areas may become available with retrofit or stormwater improvement projects. Bayou Chico is a 303(d) listed impaired waterbody and represents the smallest watershed within the study area. Bayou Chico has 279 acres of open space, but only 7 acres are in City ownership.

Bayou Texar Watershed, the largest of the 4 watersheds experienced the greatest percentage of tree loss post Hurricane Ivan. The watershed has an average of 29% impervious with 32% tree canopy coverage. Analyzing a 100 foot aquatic buffer, the canopy percentage was 42.3% with over 54 acres of open space. Adequate planting spaces are afforded in this watershed. However, with over 2,000 acres of potential planting area in this watershed, only 206 acres are on City owned property. Planting in the commercial corridor of 9th Avenue and Bayou Boulevard should be considered. This area has a high percentage of impervious cover with a low percent canopy cover. Increasing the canopy and reducing impervious cover space in this high use area would not only increase aesthetic appeal but directly benefit citizens walking or waiting for a bus by reducing ambient air temperatures and providing shade during the summer.

At the request of the Environmental Advisory Board, an analysis was performed on the aquatic buffers for Maggie's Ditch, Carpenter's Creek, Graveyard Branch, Pensacola Bay, Bayou Texar and Bayou Chico. Analysis included a 100 foot buffer and a 200 foot buffer. Pensacola Bay had the least percent canopy coverage with 11.5% within the 100 foot buffer followed by Bayou Chico at 18.4% and Bayou Texar at 42.3%. The City owned property on Pensacola Bay Bluff shows opportunities to plant native vegetation in open spaces. Maintaining the appropriate native vegetative is an important component in natural areas management to reduce storm damage and prevent infiltration of exotic plants and trees.

Shading of streets has been shown to have several benefits including extending the life span of pavement, slowing traffic, reducing heat island effect, and aiding in an overall sense of well being (McPherson et al. 2005). At the request of City Staff, a comprehensive land cover value analysis was performed on Gateway Corridors within the City of Pensacola. The gateway corridor streets with less than 2% canopy coverage include East & West Cervantes Street, North & South Pace Blvd, North Palafox Street, South 9<sup>th</sup> Avenue and West Main Street. Estimated tree canopy in City owned right-of-way (ROW) is 17.9%, with an additional 10.8% in State owned ROW. With over 800 acres of ROW in City

ownership, increasing canopy coverage in these areas would contribute to the overall tree canopy. The comprehensive GIS mapping and metric data has been provided to City GIS staff.

## 6.5 Forest Canopy Goals

Many communities measure their canopy success by setting a numerical target for their urban tree canopy percentage. A popular standard set by American Forest in is 40% with 50% of total coverage on residential property. Many communities exceed this number while other communities do not have the available planting space to reach this goal. The estimated average in the United States is 27% in urban areas and 33% in metropolitan areas. (Dwyer et al. 2000).

Table F-1. USDA, Urban Watershed Forestry Watershed Manual, July 2005

Table F-1. Forest Canopy Goals for Metropolitan Areas	
Source	Forest Canopy Goal (% cover)
American Forests (2003)	40*
Nowak and O'Connor (2001)	30
USDA Forest Service (1993)	50

As of 2013, the City of Pensacola has an overall tree canopy of 29%. The City has significant areas of open space to substantially increase canopy percentages in right-of-ways and on City owned properties (over 1,000 acres potential planting space). As discussed, not all open or potential planting space should be planted. Significant aesthetic and environmental increases can come from properly planting the right tree in the right space and allowing enough space for each tree to reach maturity.

Planting in Pensacola is especially important, with over 50 % of Pensacola's existing tree canopy comprised of short lived and exotic trees including laurel oak, water oak, popcorn and cherry laurel trees. (Escobedo et al. 2009)

**Figure 20: City of Pensacola Projected Tree Canopy**

The majority of canopy increase projected over the next 20 years will come from existing trees. Based on the geomean of trend canopy data collected, Pensacola's tree canopy has historically grown at a 1% rate annually. Projecting growth is highly subjective with many variables that cannot be accounted for including

PLANTING 150 TREES/YEAR	CANOPY	TOTAL ACRES
2013	29.2%	4,228
2015	30.1%	4,290
2020	32.0%	4,634
2025	34.2%	4,940
2030	36.4%	5,267
2035	38.8%	5,474

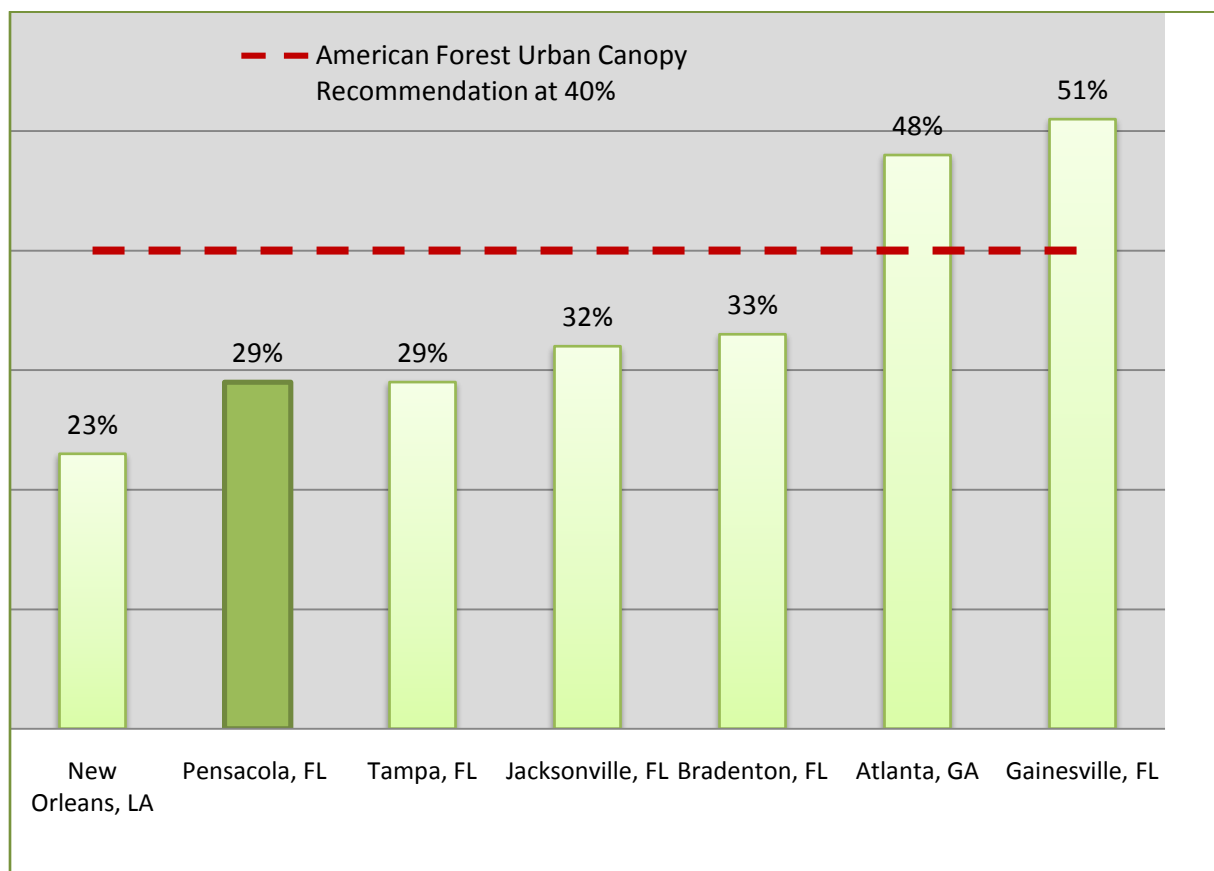
mortality, development, storm events, land use policy changes, and historic planting projects. Trees with a long life expectancy and high storm resiliency should be provided extra protection and maintenance. As an example, the southern live oak has an average life span of 350 years and represents



only 5 percent of existing trees in Pensacola. However, this historically significant tree is almost 30% of the overall canopy. (Escobedo et al. 2009).

The urban tree canopy is a dynamic living resource. Maintaining this resource requires constant inputs including new plantings, maintenance and removal of dead and diseased material. A healthy urban tree canopy brings associated increases in urban tree canopy benefits (Galvin, 2006). These benefits include improving water quality, lowering ambient temperatures, saving energy, reducing noise and air pollution, increasing neighborhood desirability and quality of life, enhancing property values, providing wildlife habitat and providing aesthetic benefits.

**Figure 21. Comparison of City of Pensacola Tree Canopy with Other Cities.**



## 7.0 Recommendations

### 7.1. Optimizing Tree Canopy through Planting

1. **Establish measurement of success and set planting priorities.** All plantings should follow American National Standard-ANSI A300 Standard Practices for Tree Care Operations.
2. **Planting the easy areas first.** The easy areas are public owned spaces needing no or limited modifications to the site including adequate soil type and volume for minimum inputs after establishment. The easier locations have the greater chance of successful trees at a lower price. (Urban, J. 2008).
3. **Expand street tree planting by designing space for trees.** Incorporate tree species, soil properties, soil volume and drainage in initial design. Tree size is directly related to planting space, no matter the tree species. Share rooting space in continuous planting strips like in a road median. Connect tree pits to lawn area to share planting space in commercial landscape.
4. **Encourage planting on residential property** through education and street tree planting programs placing priority on neighborhoods willing to provide supplemental early tree care. Target and encourage “right tree right place” plantings in areas with lower canopy densities (Figure 7).
5. **Maintain natural areas with appropriate native species** through restoration plantings and removal of exotic invasive plants.

### 7.2 Optimizing Canopy through Maintenance and Species Diversity

6. **Conduct rotational tree assessments** addressing maintenance, planting and removal. All tree care maintenance should follow American National Standard ANSI A300 for tree care. Improving tree structure will increase wind resistance (Duryea et al. 2000) and reduce tree risk.
7. **Maintain a tree database** with tree inventory to promote tree structure improvements, mitigate risk and report maintenance concerns.
8. **Tree maintenance personnel** should have a reasonable understanding of indicators that determine risk factors affecting the health and structure of the trees.
9. **Selecting the right tree for space** and making the space right for the tree. Species should be selected by their ability to perform the desired functions and aesthetic contributions to the design. Long-term maintenance and resources for establishment period should be factored into design.
10. **Increase species diversity**, plant species that have longer average life spans and medium to high wind resistance. If possible work with local and regional nurseries to grow unique and desirable tree species not commercially available.
11. **Foster a tree education program** providing city residents with information about tree preservation policies, the benefits trees provide, and the importance of tree canopy.

### 7.3 Site Recommendations

Plant public owned spaces needing no or limited modifications first. The easier locations have the greater chance of successful tree establishment at a lower price. (Urban, J 2008). Listed parks have a low percent canopy with adequate space to support canopy trees with minimum maintenance after establishment. Recently planted parks including Maritime Park and Plaza De Luna have been excluded from the list. When scheduling planting projects consider removing and replacing over-mature and diseased trees (i.e. Mallory Height and Woodland Heights). The comprehensive Parks list with Urban Cover Values is in Appendix A.

**Table 8: City of Pensacola Parks Listed by Watershed and Tree Coverage Value:** Listed parks have less than 31% tree coverage. Recently planted parks have been excluded from the list.

DOWNTOWN WATERSHED			
PARK NAME	Percent Tree	Total Acres	Potential Planting Acres
LIONS PARK	0.40%	2.54	1.02
TERRY WAYNE EAST PARK	0.80%	2.1	0.44
MORRIS COURT PARK	1.50%	2.39	0.02
FRICKER RESOURCE CENTER	1.50%	2.39	0.02
E.S. COBB RESOURCE CENTER	4.5%	1.51	1.17
LEGION FIELD	4.60%	8.59	5.49
KIWANIS PARK	6.80%	2.34	1.2
ARMSTRONG PARK	8.30%	2.12	1.94
MALCOLM YONGE GYM	20.70%	1.37	0.85
CORINNE JONES PARK	25.1%	4.06	2.98
CORDOVA SQUARE	27.20%	2.43	1.76
BARTRAM PARK	30.20%	2.81	1.34

PENSACOLA BAY & BAYOU CHICO WATERSHED			
PARK NAME	Percent Tree	Total Acres	Open Acres
MAGEE FIELD	1.60	4.58	1.36
SCENIC HEIGHTS PARK	3.80	3.72	2.42
ALLEN PARK	7.4	1.92	1.77
BILL GREGORY PARK	17.90	7.85	3.79

**Table 8: City of Pensacola Parks Listed by Watershed and Tree Coverage Value (cont.)**

BAYOU TEXAR WATERSHED			
PARK NAME	Percent Tree Canopy	Total Acres	Open Acres
CATALONIA SQUARE	0.00%	2.45	1.01
PINTADO PARK	9.90%	3.72	2.59
H.K. MATTHEWS PARK	13.40%	2.52	2.14
OPERTO SQUARE	14.80%	2.44	2.06
SEMMES	15.20%	1.94	1.64
PARKER CIRCLE	15.80%	6.15	4.28
MALLORY HEIGHTS	18.00%	3.4	1.65
ZAMORA SQUARE	19.10%	2.37	1.48
MIRALLA PARK	23.50%	4.31	2.26
ANDALUSIA SQUARE	23.50%	2.45	1.86
ESTRAMADURA	23.70%	2.43	1.84
GRANADA SQUARE	25.00%	2.33	1.72
MIRAFLORES PARK	25.60%	2.54	1.83
SPRINGDALE PARK	26.90%	5	2.65
BAYVIEW PARK	28.80%	28.92	16.05
TOLEDO SQUARE	29.20%	2.37	1.65
MALLORY HEIGHTS	31.10%	5.99	1.53
WOODLAND HEIGHTS	31.20%	2.62	1.58

**Expand Street Tree Planting**

- Incorporate tree species, soil volume and drainage in the initial street design. Tree size is directly related to planting space, no matter the tree species.
- Target street tree planting projects in residential areas where residents agree to aide in establishing the tree. For easier establishment, plan planting project during winter months.

**Planting Gateway Corridors**

- Incorporate space for trees into initial design in new construction, redevelopment and retrofit projects.
- Project construction plans should show specific and enforceable requirements for vegetative plantings.

**Table 9: Gateway Corridor Planting Areas Listed from Least to Highest Tree Canopy Percent**

GATEWAY CORRIDOR PLANTING				
STREET NAME	Acres	Existing Canopy	Impervious Cover	Open Space
N Pace Blvd	6.20	0.3%	81.8%	18.1%
N Palafox St	9.16	0.6%	75.6%	24.1%
S Pace Blvd	8.16	0.7%	76.3%	20.5%
W Cervantes St	16.99	1.2%	85.6%	13.8%
S 9th Ave	7.73	1.8%	70.2%	28.9%
W Main St	16.09	2.0%	65.5%	17.8%
E Cervantes St	22.47	2.0%	76.7%	21.4%
E Fairfield Dr	39.03	3.6%	52.3%	44.3%
Barrancas Ave	25.16	3.8%	50.1%	25.5%
Bay Front Pkwy	26.13	4.6%	42.3%	49.4%
W Navy Blvd	23.16	5.3%	52.3%	39.5%
W Garden St	22.84	5.4%	68.3%	26.8%
E Garden St	5.88	6.4%	66.3%	27.6%
N 9th Ave	68.93	7.9%	62.8%	31.5%
S Palafox St	15.14	8.0%	62.7%	31.6%
Langley Ave	25.65	8.1%	53.8%	38.9%
Creighton Rd	20.26	13.1%	78.8%	40.3%
Summit Blvd	32.91	15.1%	49.5%	38.6%
N 12th Ave	48.20	16.1%	51.9%	34.3%
S 12th Ave	4.15	16.4%	44.0%	42.3%
S 17th Ave	6.18	20.6%	46.1%	32.3%
N 17th Ave	14.83	23.8%	42.7%	37.9%
Scenic Hwy	64.43	26.6%	37.6%	36.1%

### Street Tree Planting Design

- Design should include plant quality, species, size, installation procedures, water requirements, any soil amendments, placement and type of mulch. Warranty period and maintenance (if applicable) should be clearly stated with specific criteria on tree replacement. There is direct ratio between mature tree size and available soil space.
- Planting distance from hardscape depends on species. Allow room for stabilizing trunk

expansion. Use root barriers if necessary to protect hardscape.

- Provide adequate soil volume while matching species to the site. Tree size is directly related to planting space, no matter the tree species.
- When space is available, plant larger species. Larger species provide a significantly greater value to the community. (Appendix D)

### **Incorporate Tree Design to Aide in Mitigating Stormwater Runoff.**

- Use structural soil and pavement structural support systems. Structural soils are highly porous and engineered aggregate mixes designed to support tree growth and serve as sub-base for pavement. Structural soils are typically composed of 70% to 80% angular gravel and 20% to 30% clay loam soil and a small amount of hydrogel (~3%) to prevent separation during mixing. Structural soils have 20% to 25% void space which supports root growth and accommodates stormwater runoff. These soils can be compacted to meet load bearing requirements for sidewalks or roadways while preserving porosity and permeability.
- Interconnecting stormwater storage systems can reduce peak flows and reduce overall volume of runoff. Consult engineers and landscape architects for design of connecting these contiguous areas with other green and grey infrastructure. Consult and municipal arborist for choosing tree species and other plantings that will perform well for the given system design.
- Bioswales can be used to retain stormwater over multiple sites rather than collecting runoff at one centralized location.
- Trees and structural soils combined can create a zero runoff site. (Day, S. D., and Dickinson (eds.) 2008). A stormwater engineer can determine the quantity of water that the system will need and whether to link systems and use overflow piping. Municipal Arborists, Urban Foresters and other qualified plant professionals should be consulted during the design process for choosing tree species and other plantings that will perform well for the given system design.

### **7.3 Tree Placement and Installation**

The installation of plants in appropriate locations is essential to their long-term survival. Locations should match mature plant size to available soil volume and other conditions for growth. Provide appropriate separation from lights, signs, utilities and hardscapes including pavement, sidewalks and structures.

#### **Minimum Tree Spacing**

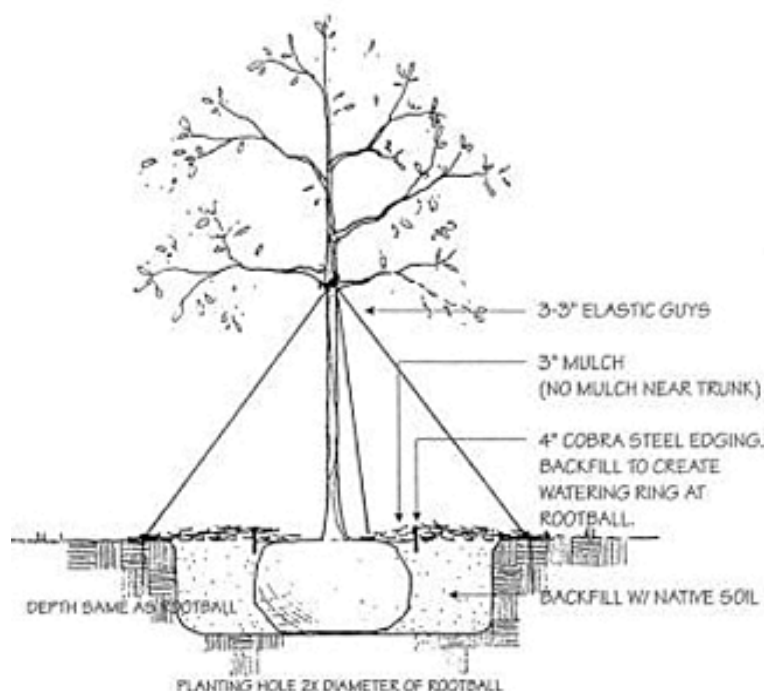
Each new tree should be planted allowing for expansion of trunk and stabilizing root plate. Planting should be at center of a minimum pervious rooting area clear of obstructions to allow growth to maturity. Unless root barriers or other site modifications are used, minimum recommended distances are as follows:

- Understory Tree: planted no closer than 4 feet from an existing hardscape or 8 feet from another understory tree.
- Canopy Tree: planted no closer than 8 feet from a hardscape or 15 feet from another canopy tree.
- Consider planting trees in groups with alternating centers. Group planting can improve the trees wind resistance, reduce competing vegetation through shading, and reduce mowing zones.

### Installation

- Grade recommendation is Florida Grade#1 or better according to “Grades and Standards for Nursery Plants” by Florida Department of Agricultural and Consumer Services (Appendix B)
- For planting Ball & Burlap trees, remove all synthetic material and cut basket 6” below shoulder of root ball before back filling
- For future stability of the tree, avoid planting any trees that have circling roots.
- Backfill tree planting hole with appropriate native soil. Construction backfill or heavy clay soil should not be used.
- Thoroughly water tree immediately after planting. Apply water by hose directly to the root ball and the adjacent soil
- Water regime should be applied at rate to allow infiltration directly onto the root ball.
- Stake appropriately only if necessary. All staking materials should be removed no later than one year.
- No mulch should be placed next to trunk and only lightly over root ball until established.

Planting Detail: By Edward Gilman, Department of Horticulture University of Florida



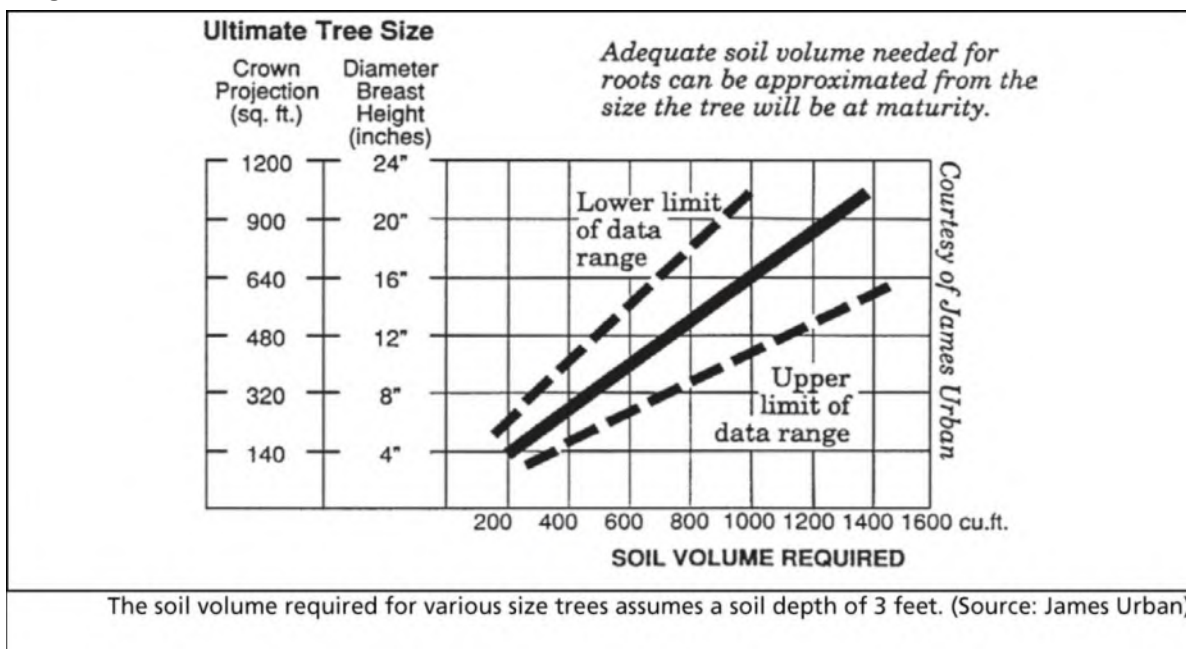
**Figure 22: Recommended Irrigation Schedule, University of Florida**

Irrigation Regimen for Tree Establishment		
Size of Nursery Stock	Irrigation for Vigor	Irrigation for Survival
< 2 inch caliper	Daily for 2 weeks; every other day for 2 months; weekly until established	Twice weekly for 2-3 months
2-4 inch caliper	Daily for 1 month; every other day for 3 months; weekly until established.	Twice weekly for 3-4 months
➤ 4 inch caliper	Daily for 6 weeks; every other day for 5 months; weekly until established	Twice weekly for 4-5 months
Apply 2-3 gallons per inch trunk caliper over the root ball only.		

### Soil Volume

Soil Volume should be appropriate for species to reach maturity. Trees will only grow as large as the space allows, no matter what the species.

**Figure 23: Soil Volume to Tree Growth Calculations**





**Figure 24: Recommended Canopy Species for Parks**

NATIVE CANOPY SPECIES APPROPRIATE FOR CITY PARKS PLANTING More than 25 feet at maturity		
Common Name Scientific Name	Deciduous/ Evergreen	Use Considerations
River birch <i>Betula nigra</i>	deciduous	med drought tolerance, med-high wind resistance, low salt tolerance, suitable for wet sites
Green Ash <i>Fraxinus pennsylvanica</i>	deciduous	Tolerates wet conditions, Good for shaded areas, med-low wind resistance
Eastern red cedar <i>Juniperus virginiana</i>	evergreen	high drought tolerance susceptible to breakage, good for screening
Sweet gum <i>Liquidambar styraciflua</i>	deciduous	med drought tolerance med-high wind resistance, 1-3" round fruit in fall, not for use close to hardscapes
Southern magnolia <i>Magnolia grandiflora</i>	evergreen	med drought tolerance, high wind resistance high salt tolerance
Eastern hophornbean <i>Ostrya virginiana</i>	evergreen	high drought tolerance, med-high wind resistance low-no salt tolerance
Sycamore <i>Plantanus occidentalis</i>	deciduous	high drought tolerance med-low wind resistance urban tolerant
White oak <i>Quercus alba</i>	deciduous	med-high drought tolerance, med-high wind resistance, high salt tolerance
Southern red oak <i>Quercus falcata</i>	deciduous	high drought tolerance, low wind resistance med salt tolerance
Overcup oak <i>Quercus lyrata</i>	deciduous	med drought tolerance, breakage resistant low-no salt tolerance
Nuttall oak <i>Quercus nuttallii</i>	deciduous	med drought tolerance breakage resistant low-no salt tolerance, urban tolerant
Shumard oak <i>Quercus shumardii</i>	deciduous	high drought tolerance breakage resistant med salt tolerance, urban tolerant
Live oak <i>Quercus virginiana</i>	evergreen	high drought tolerance, high wind resistance high salt tolerance, urban tolerant
Pond cypress <i>Taxodium ascendens</i>	deciduous	high drought tolerance, high wind resistance med salt tolerance, ideal for wet locations
Bald cypress <i>Taxodium distichum</i>	deciduous	high drought tolerance, high wind resistance low-no med salt tolerance, urban tolerant
Winged elm <i>Ulmus alata</i>	deciduous	high drought tolerance med-high wind resistance, med salt tolerance, urban tolerant
American elm <i>Ulmus americana</i>	deciduous	high drought tolerance, med-low wind resistance, sensitive to pests/diseases urban tolerant

**NATIVE UNDERSTORY TREES APPROPRIATE FOR CITY PARKS PLANTING**  
Less than 25 feet at maturity

Common name Scientific Name	Deciduous/ Evergreen	Use Considerations
Red buckeye <i>Aesculus pavia</i>	deciduous	med drought tolerance breakage resistant med salt tolerance, shade-part shade
American hornbeam <i>Carpinus caroliniana</i>	deciduous	med drought tolerance, med-high wind resistance, no salt tolerance
Eastern redbud <i>Cercis canadensis</i>	deciduous	high drought tolerance, med-high wind resistance, no salt tolerance
Fringe tree <i>Chionanthus virginicus</i>	deciduous	med drought tolerance, med-high wind resistance, no salt tolerance
Loquat <i>Eriobotrya japonica</i>	evergreen	med drought tolerance, med-low wind resistance, urban tolerant, fruit can be messy, wildlife value
Dahoon holly <i>Ilex cassine</i>	evergreen	med drought tolerance, high wind resistance med salt tolerance, urban tolerant, wildlife value
Yaupon holly <i>Ilex vomitoria</i>	evergreen	high drought tolerance, high wind resistance, high salt tolerance, urban tolerant, wildlife value
Star Anise <i>Illicium</i>	evergreen	med drought tolerance, low-no salt tolerance, tolerates wet or dry sites
Waxmyrtle <i>Myrica cerifera</i>	evergreen	native med drought tolerance, med-low wind resistance high salt tolerance
Sparkleberry <i>Vaccinium arboreum</i>	deciduous	high wind resistance, wildlife value

**CITY PROPERTY WITHIN 100 FEET OF MEDIAN HIGH WATER**

Water Body	Acres	Canopy	Impervious	Open Space
Pensacola Bay	156.37	21.2%	30.9%	39.2%
Bayou Texar	59.59	33.1%	13.2%	53.3%
Bayou Chico	.22	51.5%	0.0%	39.0%
Carpenters Creek	10.59	41.8%	1.1%	4.7%
Other Streams	8.22	67.5%	.4%	25.9%
Graveyard Branch	.33	48.5%	0.0%	5.1%

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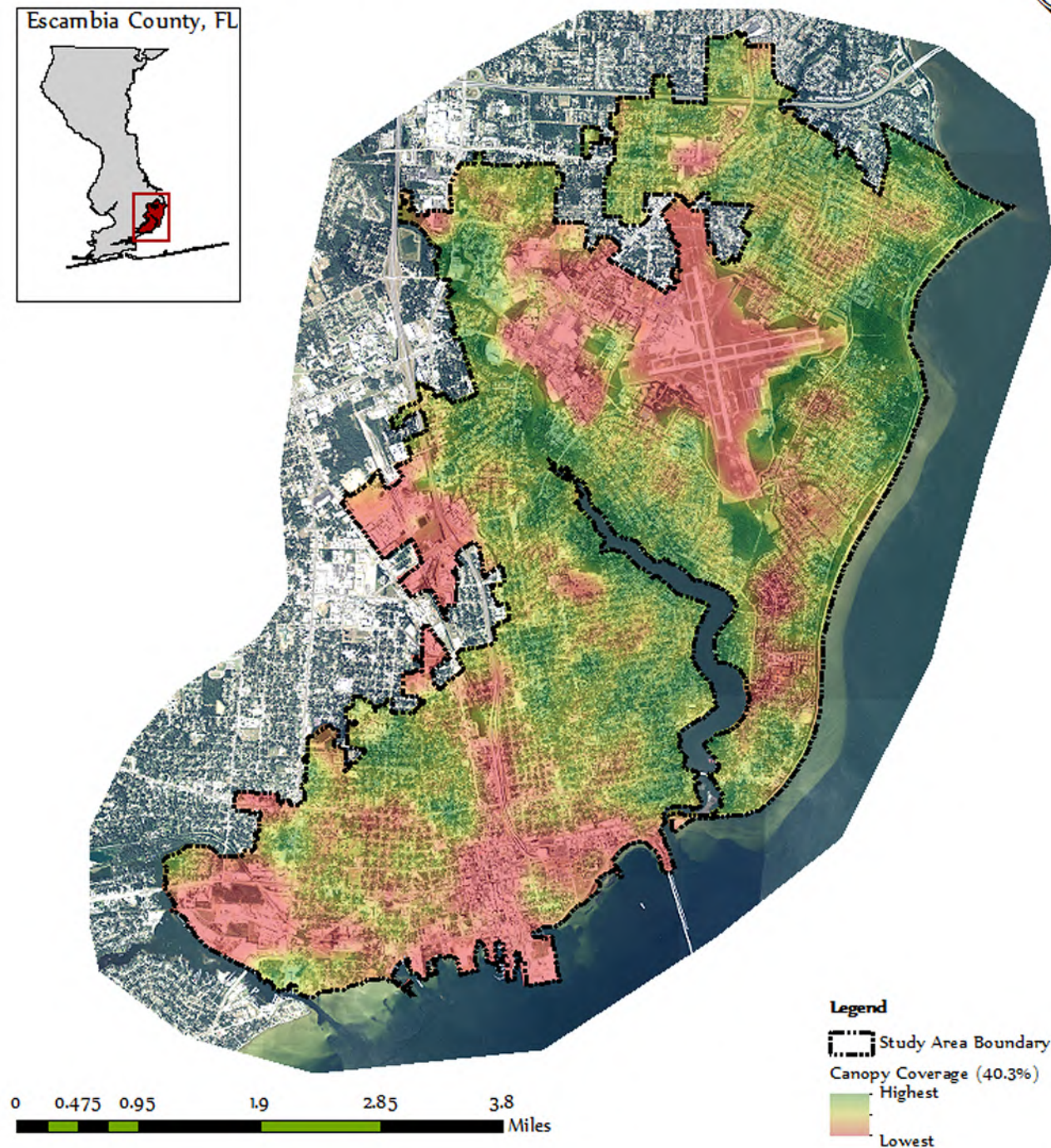
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# 1994 City of Pensacola Canopy Distribution



\*Canopy coverage map generated through a kriging interpolation function of 6,515 random sample points visually classified with aerial orthophotos taken on 01/94.



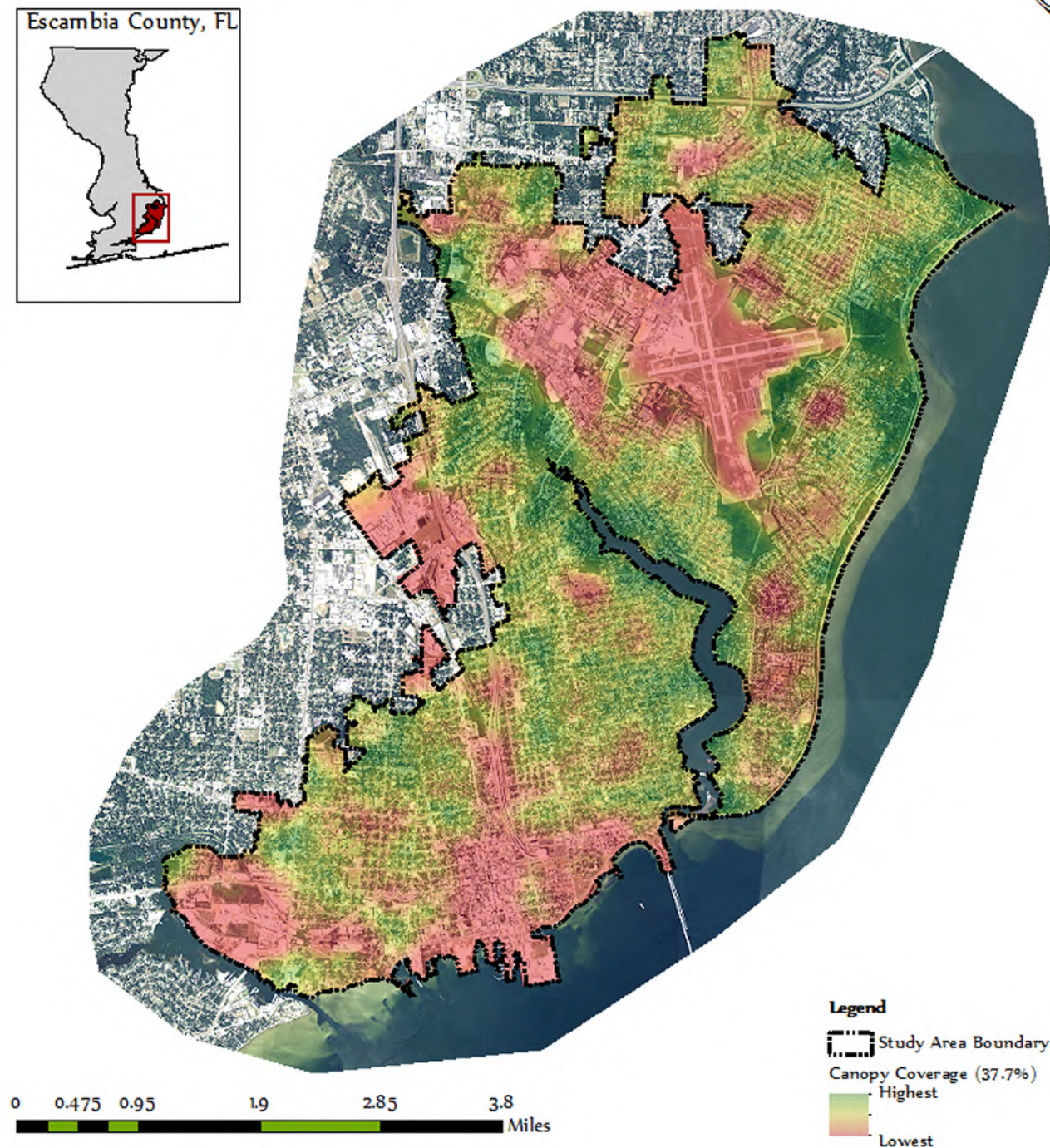
Map created 1/16/2014

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Data Sources: Escambia County, DOT, USDA, City of Pensacola



# 1999 City of Pensacola Canopy Distribution



\*Canopy coverage map generated through a kriging interpolation function of 6,515 random sample points visually classified with aerial orthophotos taken on 01/99.



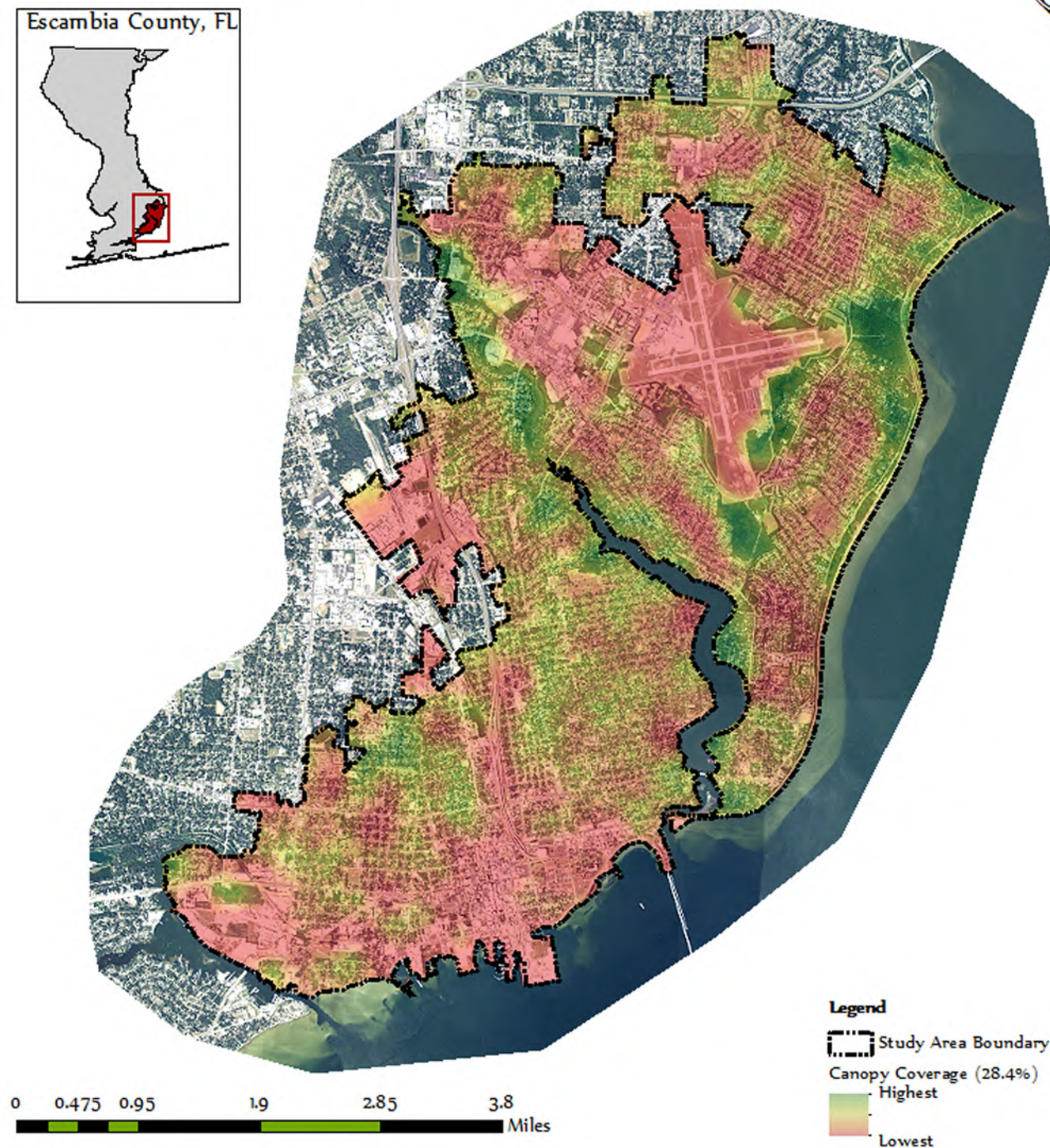
Map created 1/16/2014

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Data Sources: Escambia County, DOT, USDA, City of Pensacola



# 2004 City of Pensacola Canopy Distribution



## Legend

- Study Area Boundary
- Canopy Coverage (28.4%)
- Highest
- Lowest

\*Canopy coverage map generated through a kriging interpolation function of 6,515 random sample points visually classified with aerial orthophotos taken on 12/04.



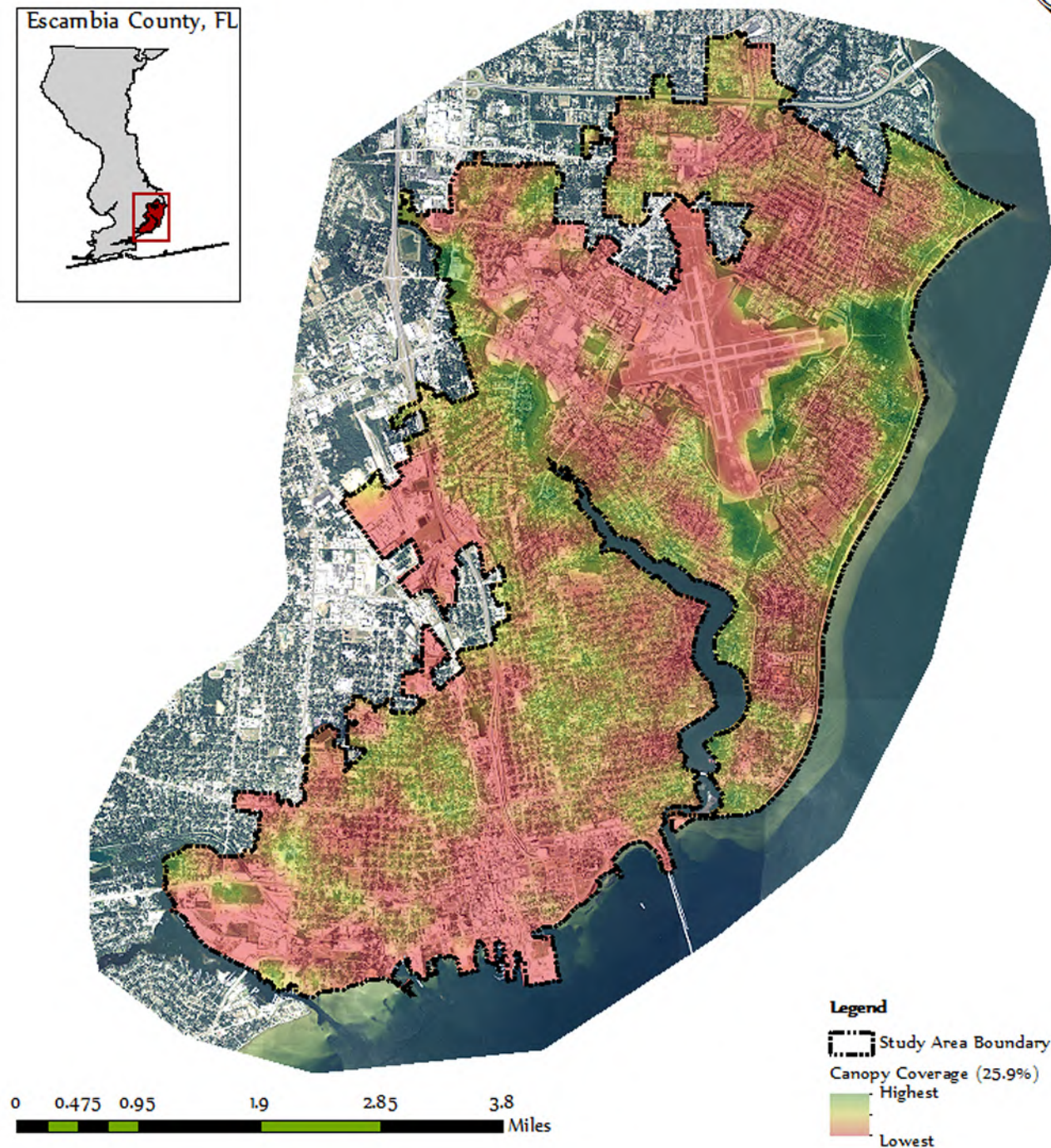
Map created 1/16/2014

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Data Sources: Escambia County, DOT, USDA, City of Pensacola



# 2007 City of Pensacola Canopy Distribution



\*Canopy coverage map generated through a kriging interpolation function of 6,515 random sample points visually classified with aerial orthophotos taken on 04/07.



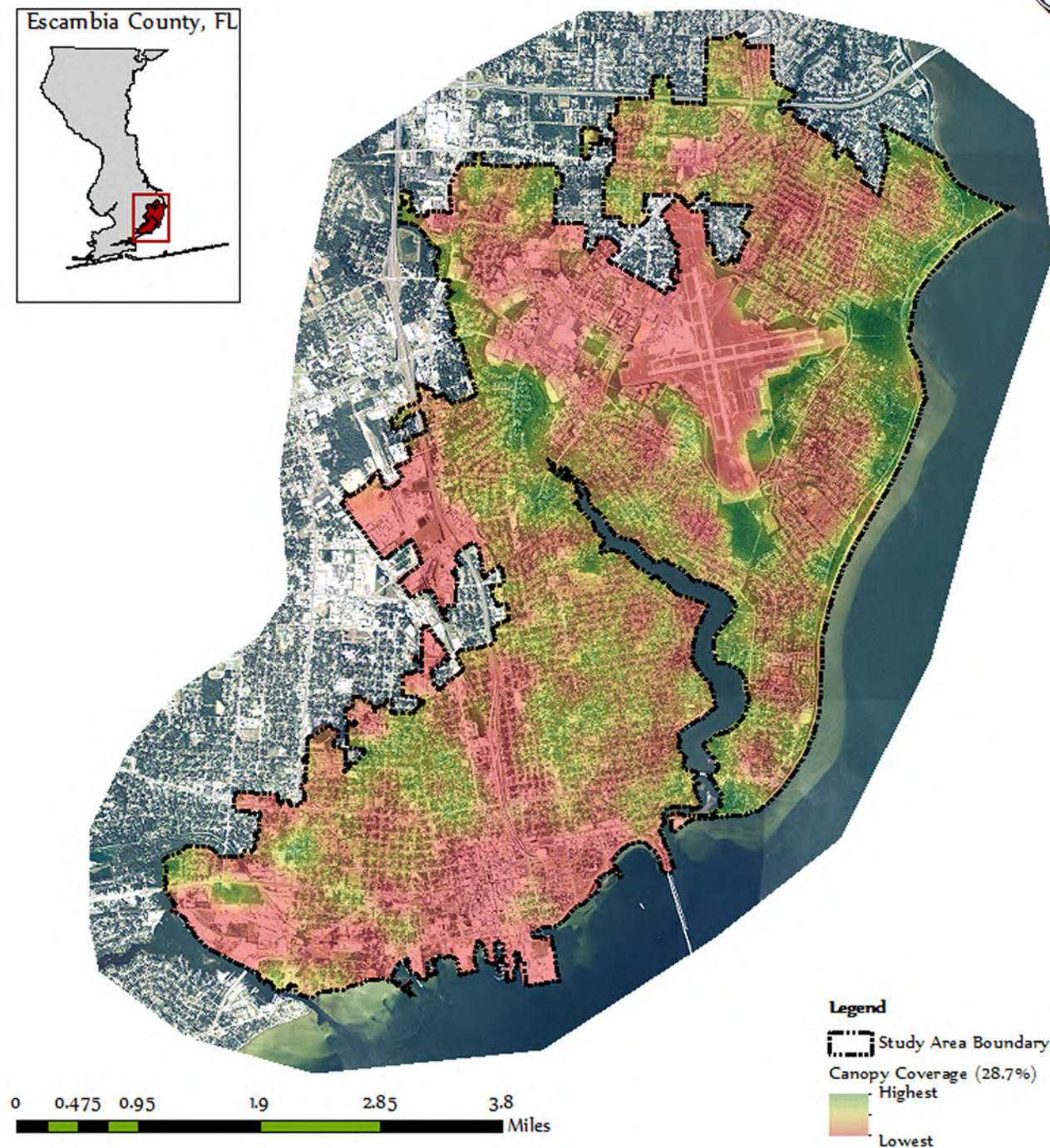
Map created 1/16/2014

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Data Sources: Escambia County, DOT, USDA, City of Pensacola



# 2010 City of Pensacola Canopy Distribution



\*Canopy coverage map generated through a kriging interpolation function of 6,515 random sample points visually classified with aerial orthophotos taken on 01/10.



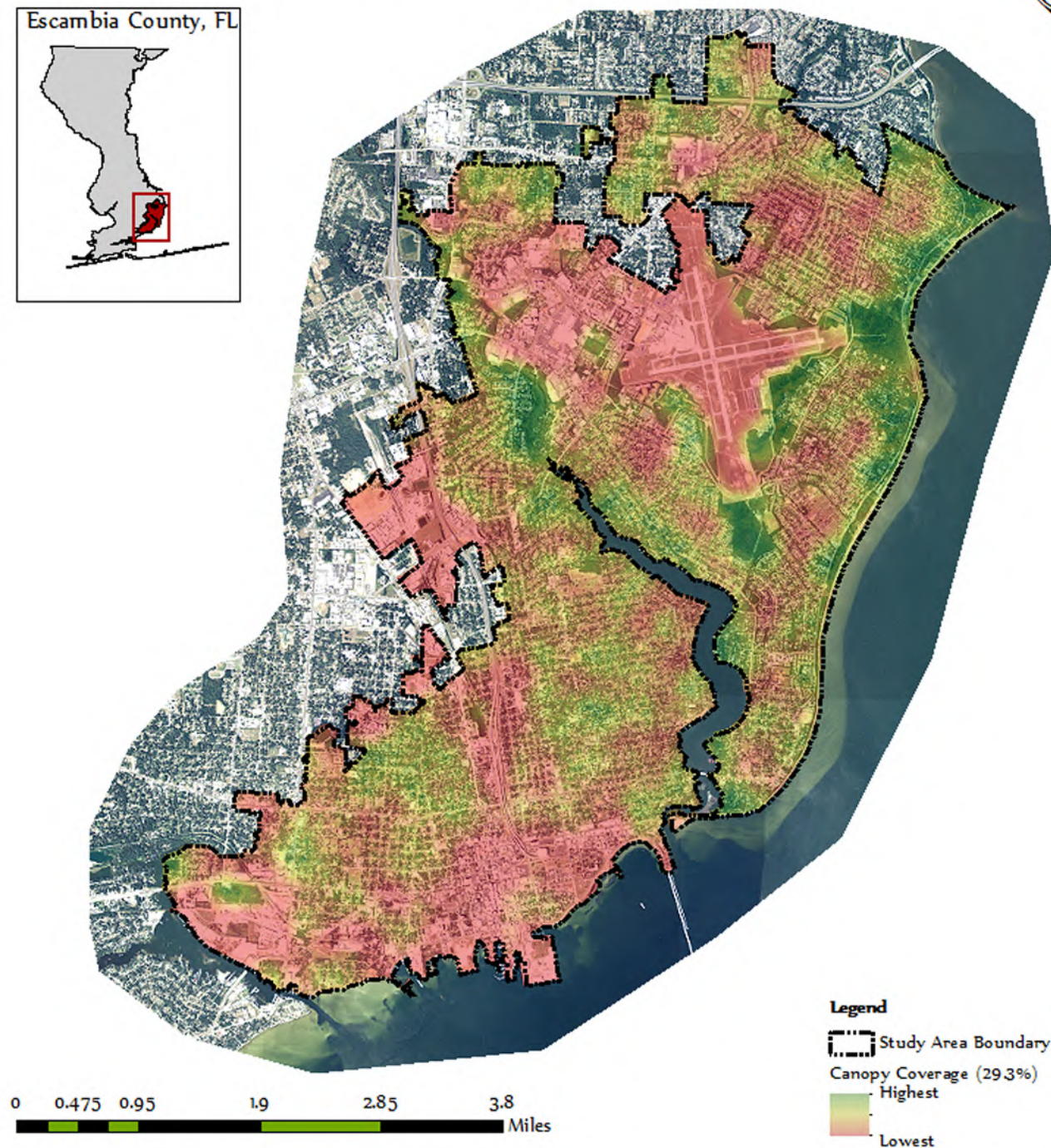
Map created 1/16/2014

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Data Sources: Escambia County, DOT, USDA, City of Pensacola



# 2013 City of Pensacola Canopy Distribution



\*Canopy coverage map generated through a kriging interpolation function of 6,515 random sample points visually classified with aerial orthophotos taken on 03/13.



Map created 1/16/2014

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Data Sources: Escambia County, DOT, USDA, City of Pensacola

<u>Area of Interest</u>	<u>Canopy</u>	<u>Impervious</u>	<u>Open Space</u>	<u>Total Acres</u>	<u>Canopy Acres</u>	<u>Impervious Acres</u>	<u>Open Acres</u>
<b>Study Area (City Limits)</b>	<b>29.2%</b>	<b>30.7%</b>	<b>35.0%</b>	<b>14462.21</b>	<b>4228.17</b>	<b>4444.31</b>	<b>5056.17</b>
Pensacola Bay Watershed	37.8%	23.6%	34.4%	3022.84	1142.03	712.79	1039.06
Bayou Texar Watershed	31.6%	28.7%	32.5%	6955.66	2197.65	1994.42	2262.93
Downtown Watershed	19.4%	39.3%	39.6%	3726.47	722.96	1463.39	1475.43
Bayou Chico Watershed	21.7%	35.8%	36.8%	757.18	164.15	271.30	278.75
City Owned Pensacola Bay Watershed	49.2%	9.4%	18.0%	475.67	233.86	44.77	85.41
City Owned Bayou Texar Watershed	22.0%	22.3%	15.2%	1357.84	299.25	303.02	206.37
City Owned Downtown Watershed	10.7%	32.6%	44.5%	273.40	29.37	89.13	121.53
City Owned Bayou Chico Watershed	18.9%	12.4%	51.2%	12.81	2.42	1.59	6.56
<b>South Delineation</b>	<b>18.6%</b>	<b>39.8%</b>	<b>39.2%</b>	<b>2711.49</b>	<b>503.62</b>	<b>1077.90</b>	<b>1061.82</b>
<b>Central Delineation</b>	<b>30.2%</b>	<b>30.6%</b>	<b>38.9%</b>	<b>4122.11</b>	<b>1243.71</b>	<b>1263.31</b>	<b>1604.55</b>
<b>North Delineation</b>	<b>32.4%</b>	<b>27.5%</b>	<b>31.2%</b>	<b>7634.93</b>	<b>2476.22</b>	<b>2099.19</b>	<b>2381.76</b>
DOR Residential Land Use	42.2%	20.0%	38.6%	6095.54	2572.10	1216.42	2355.66
DOR Commercial Land Use	19.2%	47.7%	32.6%	1868.40	359.12	891.06	609.50
DOR Industrial Land Use	8.1%	60.2%	27.2%	291.90	23.69	175.71	79.39
DOR Institutional Land Use	21.1%	30.7%	47.9%	558.17	117.86	171.21	267.46
DOR Government Land Use	25.4%	21.6%	22.2%	2185.60	554.15	472.22	485.76
DOR Other Land Use	17.8%	26.4%	32.0%	424.73	75.65	112.24	136.09
<b>City Owned Property</b>	<b>26.6%</b>	<b>20.7%</b>	<b>19.8%</b>	<b>2119.71</b>	<b>564.90</b>	<b>438.51</b>	<b>419.87</b>
<b>City Owned Property (excluding runway)</b>	<b>42.2%</b>	<b>16.7%</b>	<b>31.4%</b>	<b>1337.48</b>	<b>564.90</b>	<b>223.00</b>	<b>419.87</b>
<b>City Owned Parks</b>	<b>38.5%</b>	<b>3.0%</b>	<b>45.4%</b>	<b>273.35</b>	<b>105.33</b>	<b>8.31</b>	<b>124.05</b>
<b>City Owned Schools</b>	<b>10.2%</b>	<b>35.1%</b>	<b>56.9%</b>	<b>0.18</b>	<b>0.02</b>	<b>0.06</b>	<b>0.10</b>
<b>Non-City Govt. Owned Property</b>	<b>14.5%</b>	<b>34.9%</b>	<b>43.6%</b>	<b>664.79</b>	<b>96.71</b>	<b>232.06</b>	<b>289.70</b>
<b>Non-City Govt. Owned Parks</b>	<b>45.3%</b>	<b>2.2%</b>	<b>37.0%</b>	<b>37.34</b>	<b>16.90</b>	<b>0.84</b>	<b>13.83</b>
<b>Non-City Govt. Owned Schools</b>	<b>10.2%</b>	<b>40.2%</b>	<b>41.9%</b>	<b>351.14</b>	<b>35.80</b>	<b>141.12</b>	<b>147.25</b>
<b>Public Property (City &amp; Non-City Govt.)</b>	<b>23.8%</b>	<b>24.1%</b>	<b>25.5%</b>	<b>2784.51</b>	<b>661.61</b>	<b>670.56</b>	<b>709.57</b>
<b>Private Commercial Property</b>	<b>19.0%</b>	<b>49.7%</b>	<b>31.0%</b>	<b>1653.81</b>	<b>315.01</b>	<b>822.25</b>	<b>513.03</b>
<b>Private Residential Property</b>	<b>42.3%</b>	<b>20.1%</b>	<b>38.5%</b>	<b>6004.23</b>	<b>2542.38</b>	<b>1205.27</b>	<b>2310.09</b>
<b>Maggie's Ditch 50ft. Aquatic Buffer</b>	<b>56.5%</b>	<b>3.6%</b>	<b>25.1%</b>	<b>3.84</b>	<b>2.17</b>	<b>0.14</b>	<b>0.96</b>
<b>Capenters Creek 50ft. Aquatic Buffer</b>	<b>79.8%</b>	<b>3.1%</b>	<b>10.7%</b>	<b>68.18</b>	<b>54.40</b>	<b>2.12</b>	<b>7.33</b>
<b>Other Streams 50ft. Aquatic Buffer</b>	<b>80.6%</b>	<b>2.8%</b>	<b>8.1%</b>	<b>3.59</b>	<b>2.90</b>	<b>0.10</b>	<b>0.29</b>

Graveyard Branch 50ft. Aquatic Buffer	74.7%	0.2%	4.9%	4.89	3.65	0.01	0.24
Maggie's Ditch 100ft. Aquatic Buffer	42.6%	8.0%	31.8%	7.95	3.39	0.64	2.53
Capenters Creek 100ft. Aquatic Buffer	74.2%	5.4%	13.3%	112.09	83.15	6.11	14.88
Other Streams 100ft. Aquatic Buffer	80.6%	4.0%	8.7%	7.34	5.92	0.29	0.64
Graveyard Branch 100ft. Aquatic Buffer	70.8%	5.3%	11.0%	10.23	7.24	0.54	1.12
Pensacola Bay 100ft. Aquatic Buffer	11.5%	16.8%	44.1%	167.02	19.22	28.05	73.64
Bayou Texar 100ft. Aquatic Buffer	42.3%	6.0%	46.9%	115.74	48.99	6.98	54.30
Bayou Chico 100ft. Aquatic Buffer	18.4%	38.6%	38.6%	30.79	5.65	11.90	11.88
Maggie's Ditch 200ft. Aquatic Buffer	33.6%	15.2%	36.2%	16.94	5.69	2.57	6.14
Capenters Creek 200ft. Aquatic Buffer	63.4%	12.4%	17.6%	192.47	121.97	23.93	33.90
Other Streams 200ft. Aquatic Buffer	75.4%	5.1%	12.8%	15.35	11.57	0.79	1.97
Graveyard Branch 200ft. Aquatic Buffer	59.2%	13.0%	20.9%	21.69	12.85	2.81	4.54
State Right of Way	10.8%	56.7%	33.0%	556.83	60.00	315.98	183.58
City Right of Way	17.9%	46.6%	38.9%	2274.57	407.21	1060.79	884.81
Gateway Right of Way	10.4%	56.5%	33.6%	522.15	54.07	295.18	175.46
Barrancas Ave Gateway Right of Way	3.8%	50.1%	25.5%	25.16	0.94	12.61	6.41
Bay Front Pkwy Gateway Right of Way	4.6%	42.3%	49.4%	26.13	1.20	11.07	12.91
Creighton Rd Gateway Right of Way	13.1%	78.8%	40.3%	20.26	2.64	15.96	8.16
E Cervantes St Gateway Right of Way	2.0%	76.7%	21.4%	22.47	0.46	17.24	4.81
E Fairfield Dr Gateway Right of Way	3.6%	52.3%	44.3%	39.03	1.41	20.43	17.30
E Garden St Gateway Right of Way	6.4%	66.3%	27.6%	5.88	0.38	3.90	1.62
Langley Ave Gateway Right of Way	8.1%	53.8%	38.9%	25.65	2.09	13.81	9.98
N 12th Ave Gateway Right of Way	16.1%	51.9%	34.3%	48.20	7.74	25.00	16.51
N 17th Ave Gateway Right of Way	23.8%	42.7%	37.9%	14.83	3.53	6.33	5.62
N 9th Ave Gateway Right of Way	7.9%	62.8%	31.5%	68.93	5.45	43.30	21.73
N Pace Blvd Gateway Right of Way	0.3%	81.8%	18.1%	6.20	0.02	5.08	1.13
N Palafox St Gateway Right of Way	0.6%	75.6%	24.1%	9.16	0.05	6.92	2.21
S 12th Ave Gateway Right of Way	16.4%	44.0%	42.3%	4.15	0.68	1.83	1.76
S 17th Ave Gateway Right of Way	20.6%	46.1%	32.3%	6.18	1.27	2.85	1.99
S 9th Ave Gateway Right of Way	1.8%	70.2%	28.9%	7.73	0.14	5.43	2.23
S Pace Blvd Gateway Right of Way	0.7%	76.3%	20.5%	8.16	0.06	6.23	1.67
S Palafox St Gateway Right of Way	8.0%	62.7%	31.6%	15.14	1.21	9.50	4.78
Scenic Hwy Gateway Right of Way	26.6%	37.6%	36.1%	64.43	17.14	24.25	23.29



Summit Blvd Gateway Right of Way	15.1%	49.5%	38.6%	32.91	4.98	16.29	12.71
W Cervantes St Gateway Right of Way	1.2%	85.6%	13.8%	16.99	0.20	14.54	2.34
W Garden St Gateway Right of Way	5.4%	68.3%	26.8%	22.84	1.23	15.60	6.12
W Main St Gateway Right of Way	2.0%	65.5%	17.8%	16.09	0.32	10.54	2.87
W Navy Blvd Gateway Right of Way	5.3%	52.3%	39.5%	23.16	1.23	12.11	9.15
50ft. City Property Barrancas Ave	0.0%	0.0%	100.0%	0.06	0.00	0.00	0.06
50ft. City Property Bay Front Pkwy	11.9%	19.6%	60.4%	3.83	0.45	0.75	2.31
50ft. City Property Creighton Rd	26.2%	40.3%	36.8%	0.37	0.10	0.15	0.14
50ft. City Property E Cervantes St	34.8%	9.2%	58.7%	2.00	0.70	0.18	1.17
50ft. City Property E Garden St	2.5%	71.5%	27.4%	0.18	0.00	0.13	0.05
50ft. City Property Langley Ave	14.2%	8.4%	56.5%	5.83	0.83	0.49	3.29
50ft. City Property N 12th Ave	37.2%	9.1%	44.1%	8.35	3.10	0.76	3.68
50ft. City Property N 17th Ave	20.8%	0.0%	78.3%	0.61	0.13	0.00	0.48
50ft. City Property N 9th Ave	34.0%	16.0%	54.7%	0.73	0.25	0.12	0.40
50ft. City Property N Pace Blvd	0.0%	35.6%	64.4%	0.17	0.00	0.06	0.11
50ft. City Property N Palafox St	42.5%	0.2%	55.7%	0.69	0.29	0.00	0.38
50ft. City Property S 12th Ave	0.1%	12.9%	67.3%	0.32	0.00	0.04	0.21
50ft. City Property S 17th Ave	16.0%	16.6%	63.4%	1.37	0.22	0.23	0.87
50ft. City Property S 9th Ave	3.3%	17.4%	79.6%	1.49	0.05	0.26	1.19
50ft. City Property S Palafox St	38.0%	39.3%	23.8%	3.23	1.23	1.27	0.77
50ft. City Property Scenic Hwy	65.0%	4.6%	28.5%	13.02	8.46	0.60	3.71
50ft. City Property Summit Blvd	34.9%	5.1%	59.3%	9.06	3.16	0.46	5.37
50ft. City Property W Garden St	8.7%	57.3%	36.3%	0.22	0.02	0.13	0.08
50ft. City Property W Main St	5.5%	35.5%	56.2%	3.60	0.20	1.28	2.02
50ft. City Property W Navy Blvd	8.5%	48.7%	34.6%	0.83	0.07	0.40	0.29
Maggie's Ditch 100ft. City Property	N/A	N/A	N/A	0.00	0.00	0.00	0.00
Capenters Creek 100ft. City Property	41.8%	1.1%	4.7%	10.59	4.43	0.11	0.50
Other Streams 100ft. City Property	67.5%	0.4%	25.9%	8.22	5.55	0.03	2.13
Graveyard Branch 100ft. City Property	48.5%	0.0%	5.1%	0.33	0.16	0.00	0.02
Pensacola Bay 100ft. City Property	21.2%	30.9%	39.2%	156.37	33.10	48.36	61.31
Bayou Texar 100ft. City Property	33.1%	13.2%	53.3%	59.59	19.70	7.88	31.74
Bayou Chico 100ft. City Property	51.5%	0.0%	39.0%	0.22	0.11	0.00	0.09

Land Use	Acres	Canopy	Impervious	Open Space
Residential	6095.54	42.2%	20.0%	38.6%
Commercial	1868.40	19.2%	47.7%	32.6%
Industrial	291.90	8.1%	60.2%	27.2%
Institutional	558.17	21.1%	30.7%	47.9%
Government	2185.60	25.4%	21.6%	22.2%
Other	424.73	17.8%	26.4%	32.0%

Table 1: Current (2013) urban cover metrics for Department of Revenue land use types within the City of Pensacola.

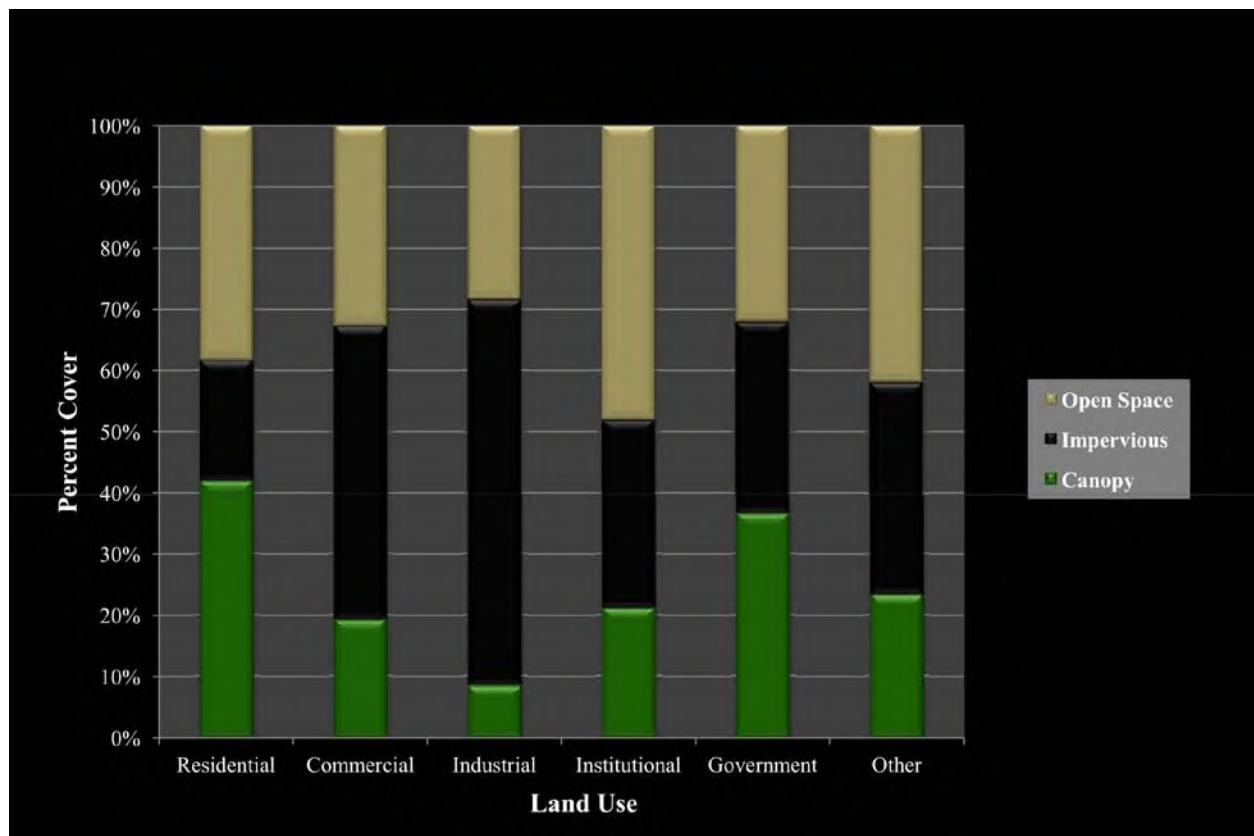


Figure 3: Visualizing Table 1 data, primary urban cover values are compared within each of the City of Pensacola's six land use types.

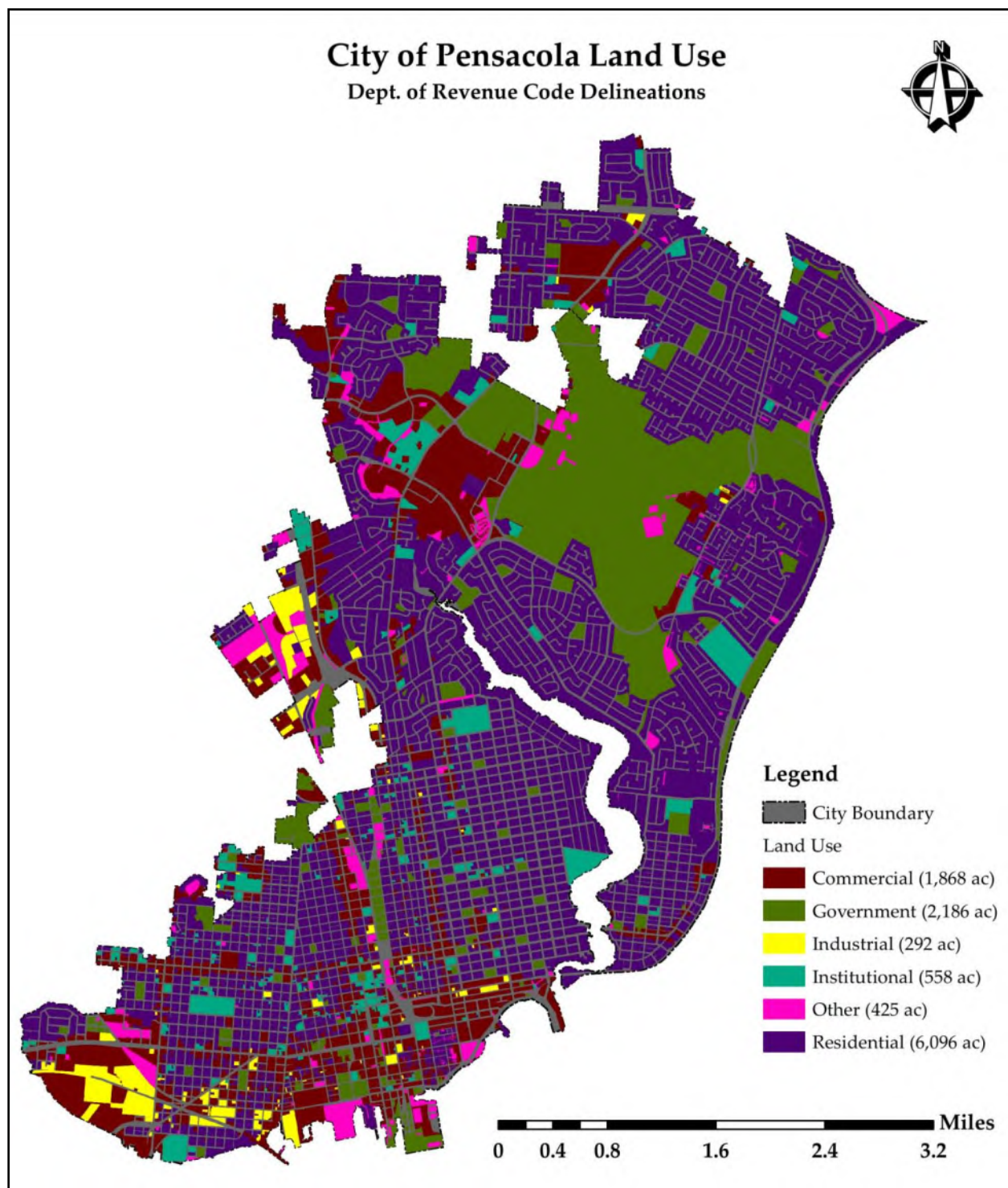


Figure 4: Map showing locations of the Department of Revenue's six land use type groupings within the City of Pensacola ("Misc." and "Non-Ag. Acreage" grouped together as "Other").

**2013 City of Pensacola Parks  
Primary Urban Cover Values**

Page | 2

FRICKER RESOURCE CENTER	1.7%	36.9%	38.8%	2.08	0.03	0.77	0.81
GEORGIA SQUARE	34.1%	13.5%	56.4%	0.84	0.29	0.11	0.47
GRANADA SQUARE	25.0%	0.0%	73.9%	2.33	0.58	0.00	1.72
GRANADA SUBDIVISION PARK	42.8%	0.2%	54.8%	1.18	0.50	0.00	0.65
GREENWOOD PARK	55.2%	13.7%	30.8%	2.20	1.21	0.30	0.68
H.K. MATTHEWS PARK	13.4%	1.0%	85.2%	2.52	0.34	0.03	2.14
HENRY T. WYER PARK	41.7%	1.1%	55.1%	0.67	0.28	0.01	0.37
HIGHLAND TERRACE	33.3%	0.0%	65.1%	2.69	0.90	0.00	1.75
HITZMAN-OPTIMIST PARK	52.7%	6.8%	36.5%	11.95	6.30	0.81	4.36
HOLLICE T. WILLIAMS PARK	6.0%	41.5%	52.1%	25.38	1.51	10.52	13.23
KIWANIS PARK	6.8%	0.0%	51.2%	2.34	0.16	0.00	1.20
LAMANCHA SQUARE	36.8%	0.0%	62.3%	2.39	0.88	0.00	1.49
LAVALLET PARK	63.2%	0.0%	34.5%	3.78	2.39	0.00	1.30
LEE SQUARE	53.1%	13.9%	37.1%	1.77	0.94	0.24	0.66
LEGION FIELD	4.6%	2.7%	63.9%	8.59	0.40	0.23	5.49
LIONS PARK	0.4%	1.6%	40.3%	2.54	0.01	0.04	1.02
LONG HOLLOW PARK	28.7%	2.1%	68.4%	0.81	0.23	0.02	0.55
MAGEE FIELD	1.6%	13.7%	29.7%	4.58	0.07	0.62	1.36
MALAGA SQUARE	36.6%	0.0%	62.4%	2.39	0.87	0.00	1.49
MALCOLM YONGE GYM	20.7%	17.0%	61.6%	1.37	0.28	0.23	0.85
MALLORY HEIGHTS PARK #1	18.0%	0.0%	48.5%	3.40	0.61	0.00	1.65
MALLORY HEIGHTS PARK #2	31.1%	0.0%	25.6%	5.99	1.86	0.00	1.53
MALLORY HEIGHTS PARK #3	68.5%	0.0%	18.3%	16.96	11.62	0.00	3.10
MARITIME PARK	0.4%	36.5%	31.9%	40.87	0.17	14.91	13.02
MIRAFLORES PARK	25.6%	1.8%	72.0%	2.54	0.65	0.05	1.83
MIRALLA PARK	23.5%	0.1%	52.5%	4.31	1.01	0.00	2.26
MIRANDA SQUARE	41.3%	14.9%	44.4%	0.84	0.35	0.13	0.38
MORRIS COURT PARK	1.5%	4.4%	0.7%	2.39	0.03	0.11	0.02
OPERTO SQUARE	14.8%	0.0%	84.7%	2.44	0.36	0.00	2.06
PARKER CIRCLE NEIGHBORHOOD PARK	15.8%	0.0%	69.5%	6.15	0.97	0.00	4.28
PINEGLADES PARK	47.9%	6.9%	44.4%	1.49	0.72	0.10	0.66
PINTADO PARK	9.9%	0.0%	69.5%	3.72	0.37	0.00	2.59
PLAZA DE LUNA	0.6%	85.5%	13.9%	2.34	0.01	2.00	0.32
PLAZA FERDINAND VII	52.2%	0.0%	45.1%	1.63	0.85	0.00	0.74
ROGER SCOTT ATHLETIC COMPLEX	29.8%	16.9%	35.4%	46.99	13.98	7.95	16.64
SANDERS BEACH PARK	9.4%	39.2%	48.0%	5.28	0.50	2.07	2.53
SCENIC HEIGHTS PARK	3.8%	0.0%	65.1%	3.72	0.14	0.00	2.42
SEMMES	15.2%	0.0%	84.3%	1.94	0.30	0.00	1.64
SEVILLE SQUARE	49.9%	0.0%	46.5%	1.73	0.87	0.00	0.81
SPRINGDALE PARK	26.9%	0.0%	53.1%	5.00	1.35	0.00	2.65
TERRY WAYNE EAST PARK	0.8%	0.8%	21.2%	2.10	0.02	0.02	0.44
TIERRA VERDE PARK	36.6%	0.0%	62.2%	1.17	0.43	0.00	0.73

**2013 City of Pensacola Parks  
Primary Urban Cover Values**

TIPPIN PARK	38.9%	0.0%	38.5%	2.98	1.16	0.00	1.15
TOLEDO SQUARE	29.2%	0.0%	69.8%	2.37	0.69	0.00	1.65
VICTORY PARK 1	15.2%	0.0%	82.9%	0.15	0.02	0.00	0.12
VICTORY PARK 2	18.6%	6.9%	74.1%	0.24	0.04	0.02	0.17
WAYSIDE PARK EAST	7.2%	13.1%	29.5%	18.14	1.30	2.37	5.34
WAYSIDE PARK WEST	8.9%	0.0%	90.9%	3.20	0.28	0.00	2.91
WOODCLIFF PARK	45.0%	0.1%	50.5%	4.63	2.08	0.00	2.34
WOODLAND HEIGHTS PARK (W. E. MCNEALY SR.)	31.2%	7.9%	60.5%	2.62	0.82	0.21	1.58
ZAMORA SQUARE	19.1%	0.0%	62.6%	2.37	0.45	0.00	1.48



Data Type	Acres	Canopy	Impervious	Open Space	Total Acres
City Property	2119.71	26.6%	20.7%	19.8%	2119.71
City Parks	273.35	38.5%	3.0%	45.4%	273.35
City Schools	0.18	10.2%	35.1%	56.9%	0.18
Other Govt. Property	664.79	14.5%	34.9%	43.6%	664.79
Other Govt. Parks	37.34	45.3%	2.2%	37.0%	37.34
Other Govt. Schools	351.14	10.2%	40.2%	41.9%	351.14

Table 3: Current (2013) urban cover metrics for city and other government owned land within the City of Pensacola.

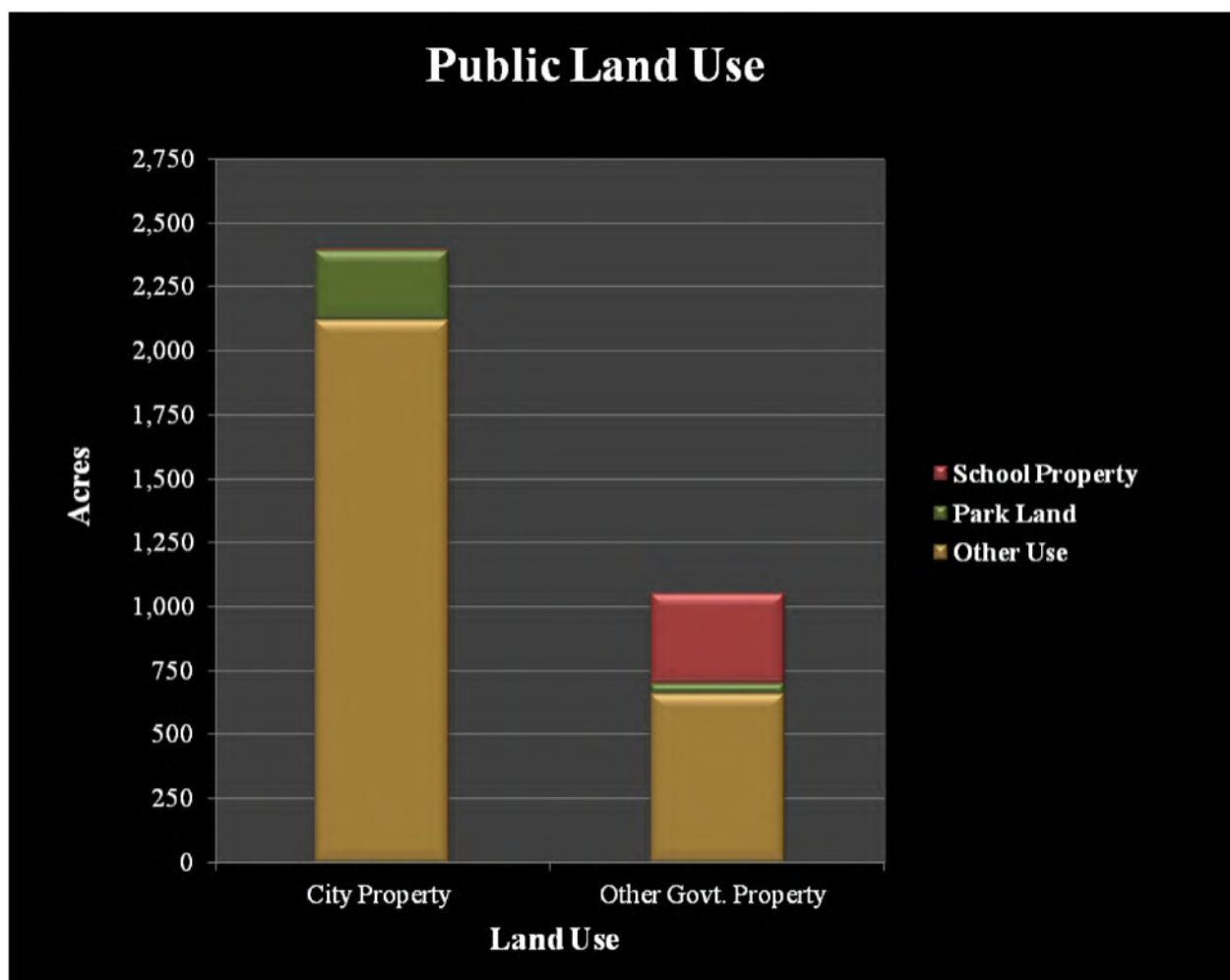


Figure 6: Comparison of acres/owner and primary use types between city and other government owned land.

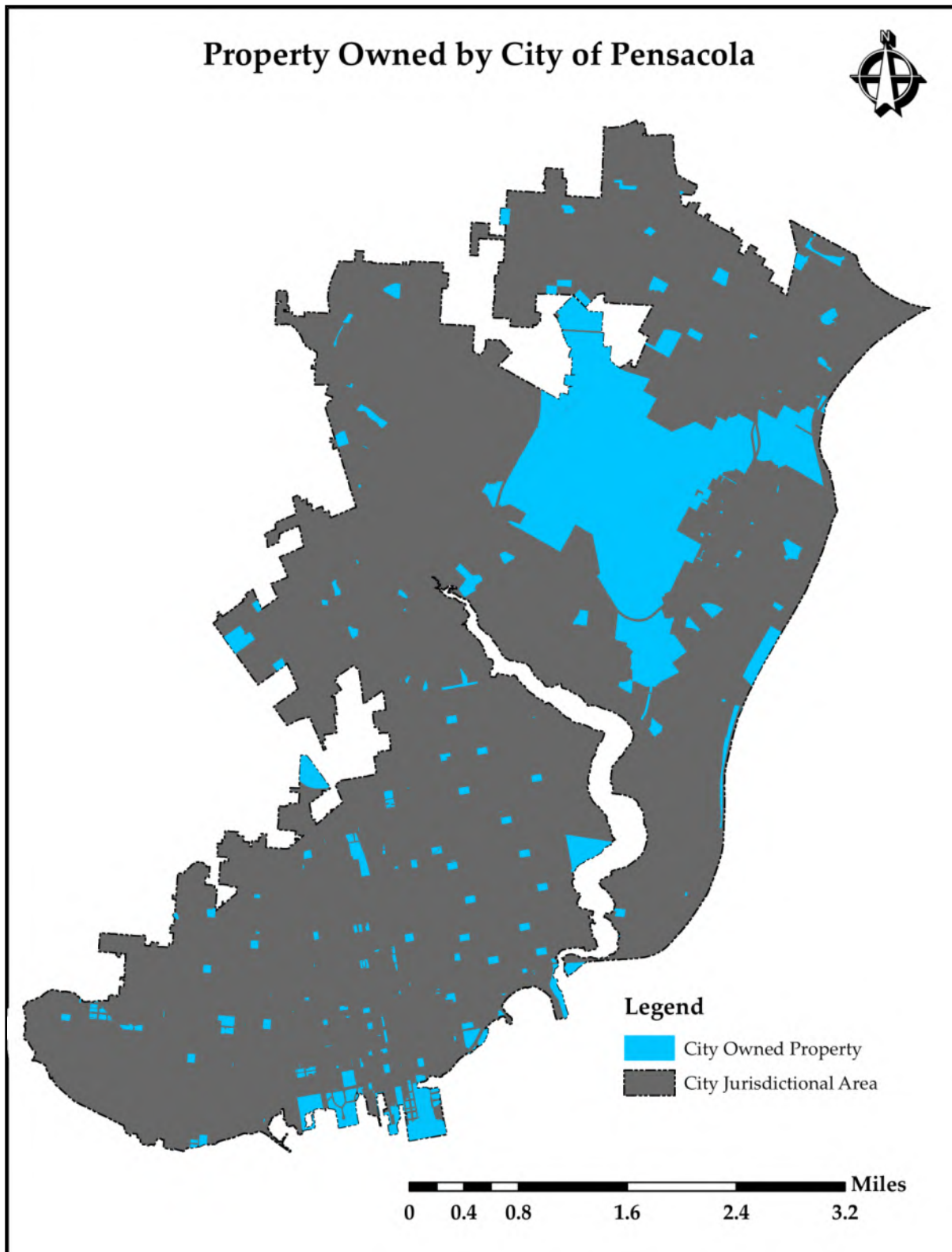
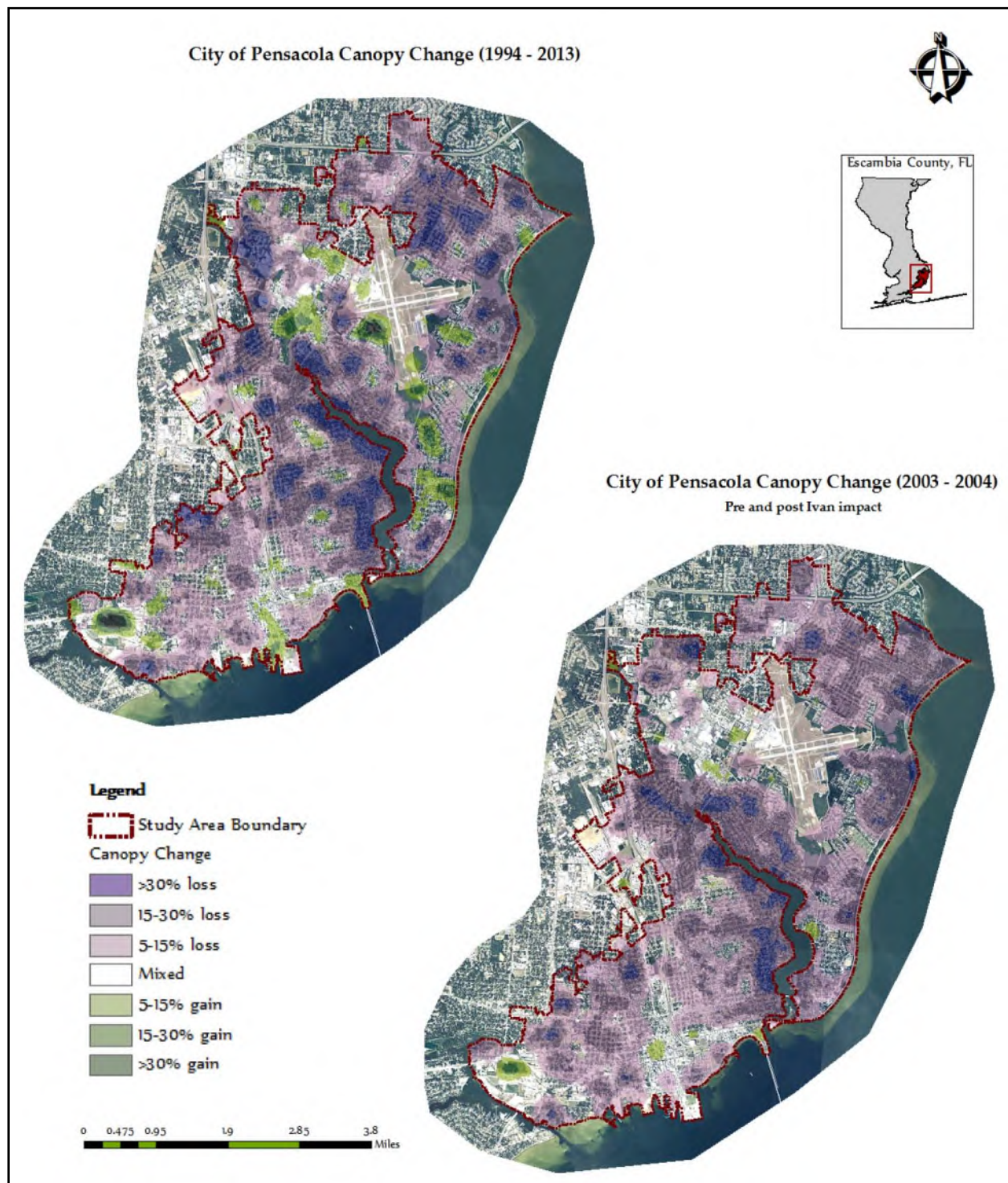


Figure 7: Location of city owned property within city jurisdictional area.



Hurricane Ivan related (2003-2004) canopy impacts. Relative changes in canopy coverage are visualized and can be quantified within general areas of interest such as Bayou Texar where extreme losses are apparent as a direct result from Hurricane Ivan.



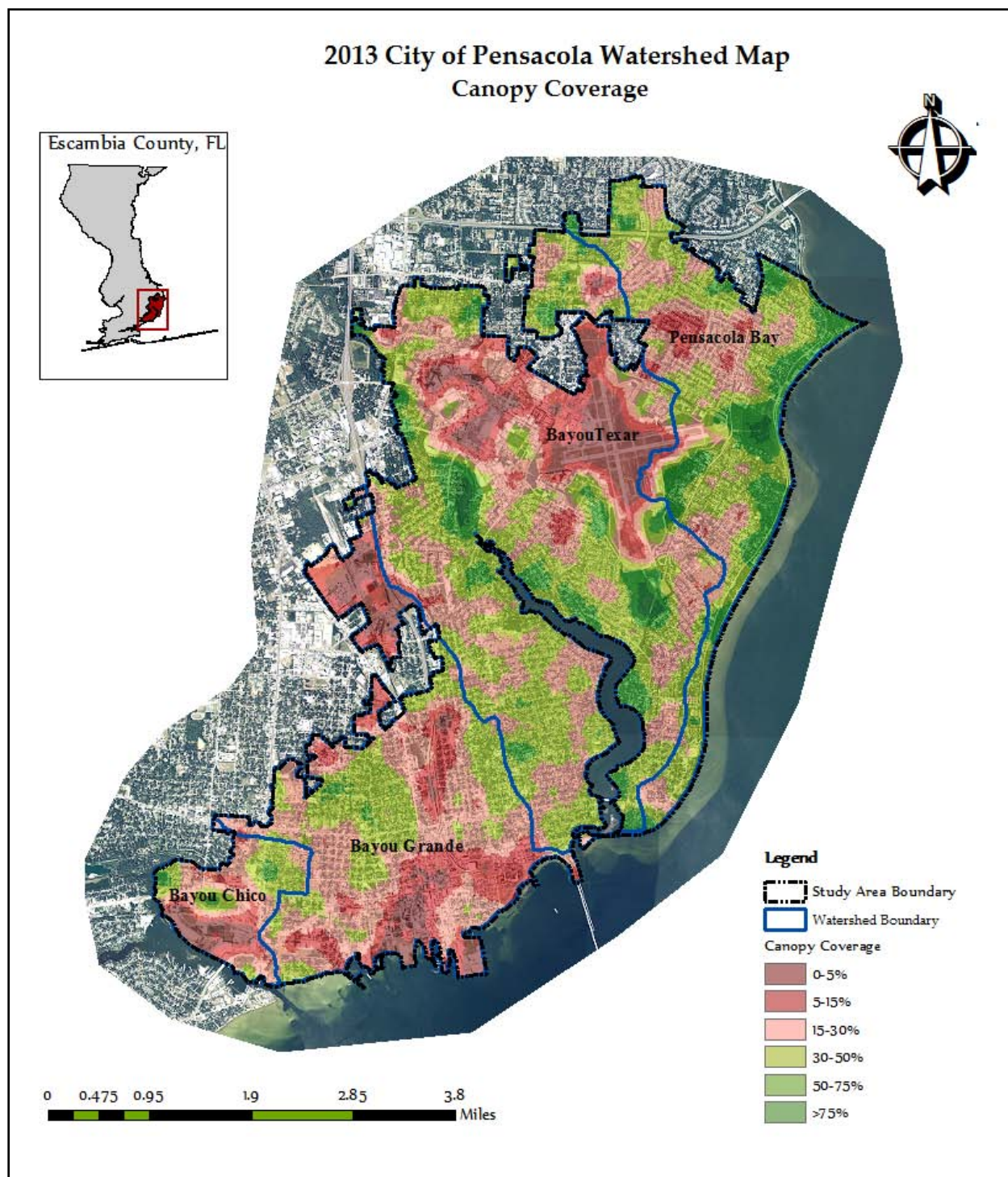


Figure 10: Overall 2013 canopy coverage map overlaid onto the City of Pensacola’s four watershed delineations. Primary areas of canopy be seen along aquatic buffers, in airport noise buffers and in certain residential and park areas such as the East Hill Neighborhood and Bayview Park.

Property Type	Watershed	Acres	Canopy	Impervious	Open Space
All	Pensacola Bay	3022.84	37.8%	23.6%	34.4%
All	Bayou Texar	6955.66	31.6%	28.7%	32.5%
All	Downtown	3726.47	19.4%	39.3%	39.6%
All	Bayou Chico	757.18	21.7%	35.8%	36.8%

**Table 4:** Current (2013) urban cover metrics for the City of Pensacola’s four watershed delineations.

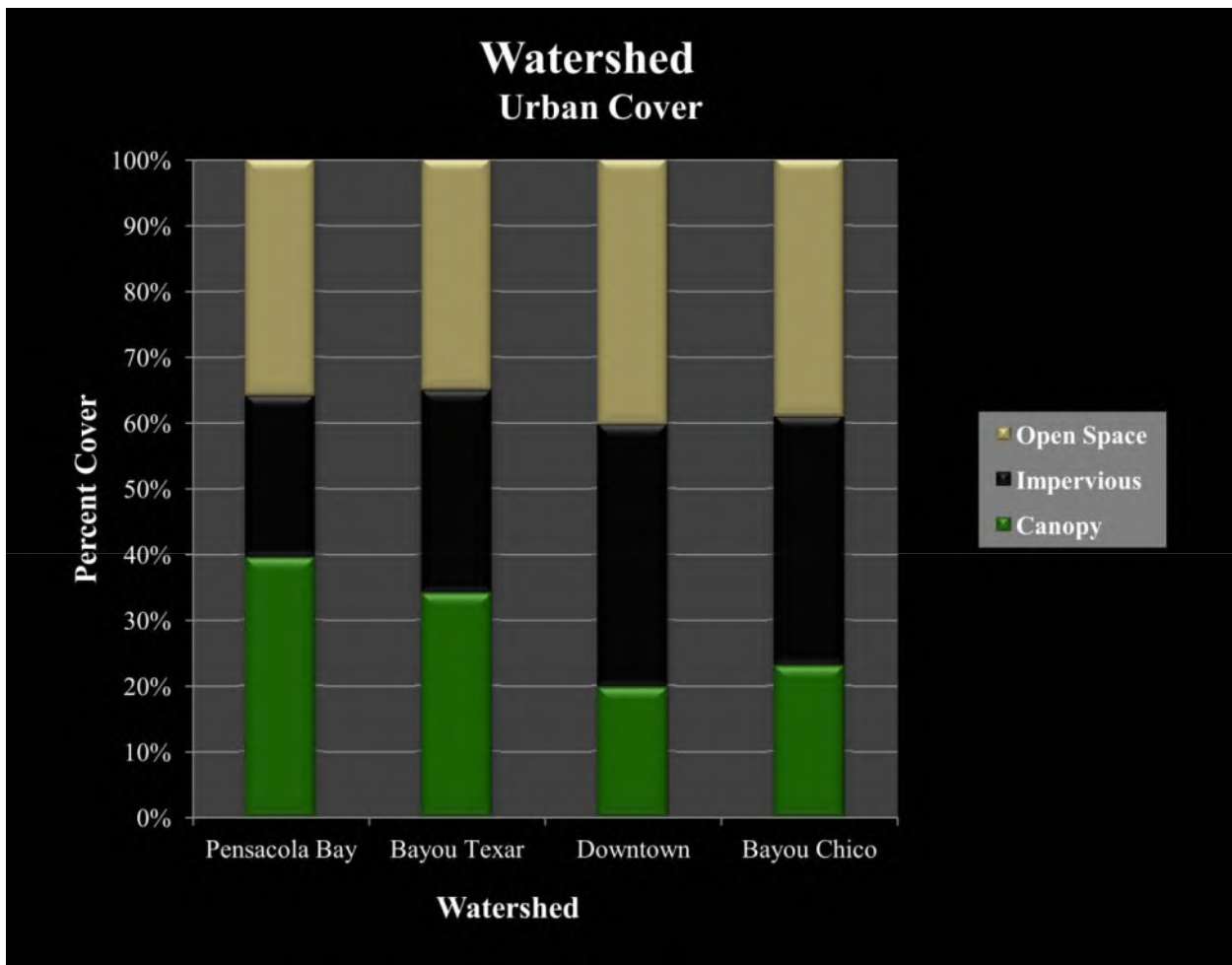


Figure 11: Visualizing Table 4 data, primary urban cover values are compared within each of the City of Pensacola’s four watershed basins.

Property Type	Watershed	Acres	Canopy	Impervious	Open Space
City	Pensacola Bay	475.67	49.2%	9.4%	18.0%
City	Bayou Texar	1357.84	22.0%	22.3%	15.2%
City	Downtown	273.40	10.7%	32.6%	44.5%
City	Bayou Chico	12.81	18.9%	12.4%	51.2%

Table 5: Current (2013) urban cover metrics for city owned property (grouped) within each of the City of Pensacola's four watershed delineations.

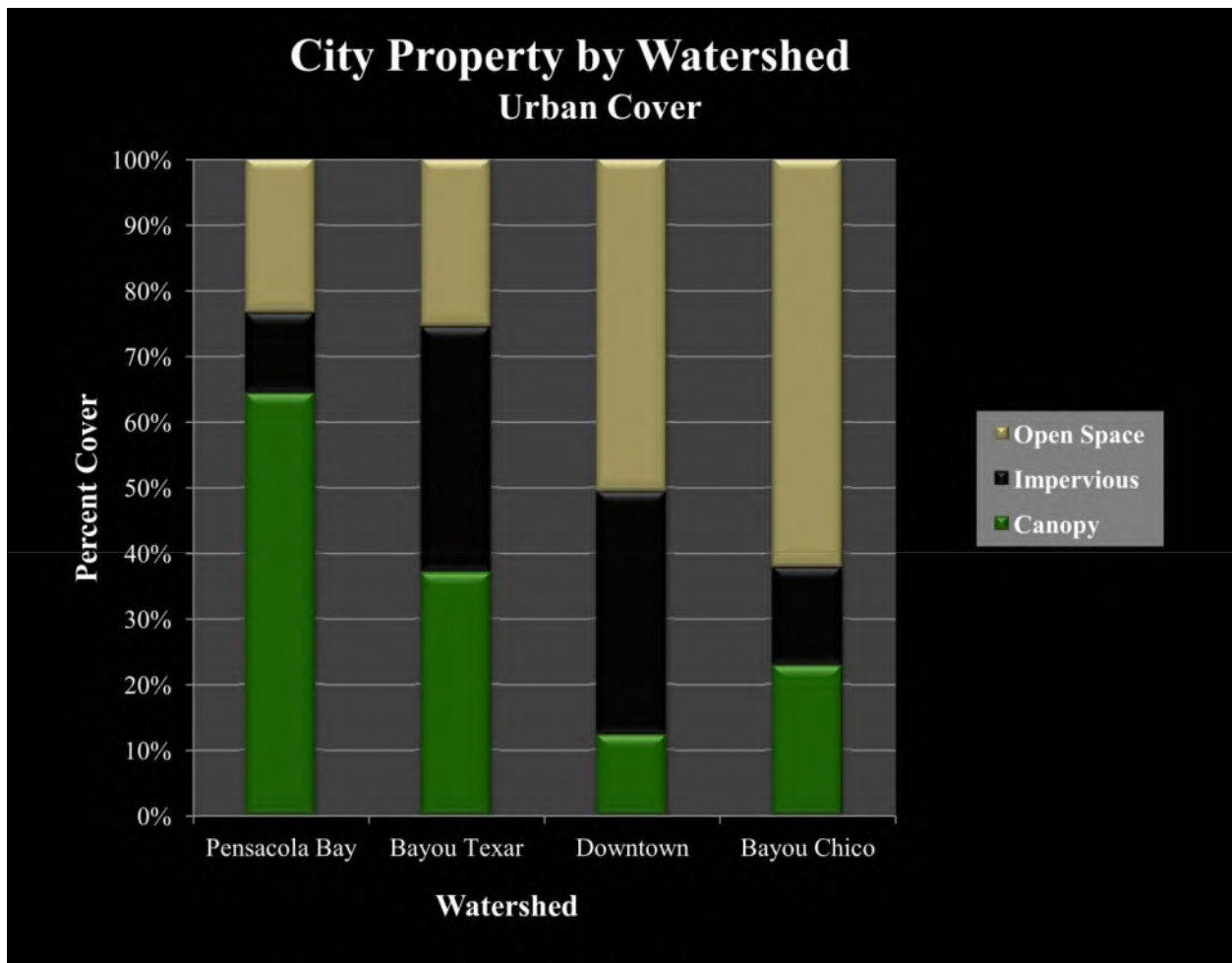


Figure 12: Visualizing Table 5 data, primary urban cover values of city owned properties (grouped) are compared within each of the City of Pensacola's four watershed basins.

Property Type	100 ft. Aquatic Buffer	Acres	Canopy	Impervious	Open Space
All	Pensacola Bay	167.02	11.5%	16.8%	44.1%
All	Bayou Texar	115.74	42.3%	6.0%	46.9%
All	Bayou Chico	30.79	18.4%	38.6%	38.6%
All	Maggie's Ditch	7.95	42.6%	8.0%	31.8%
All	Carpenters Creek	112.09	74.2%	5.4%	13.3%
All	Other Streams	7.34	80.6%	4.0%	8.7%
All	Graveyard Branch	10.23	70.8%	5.3%	11.0%

Table 6: Current (2013) urban cover metrics for the City of Pensacola's 100 ft. aquatic buffers.

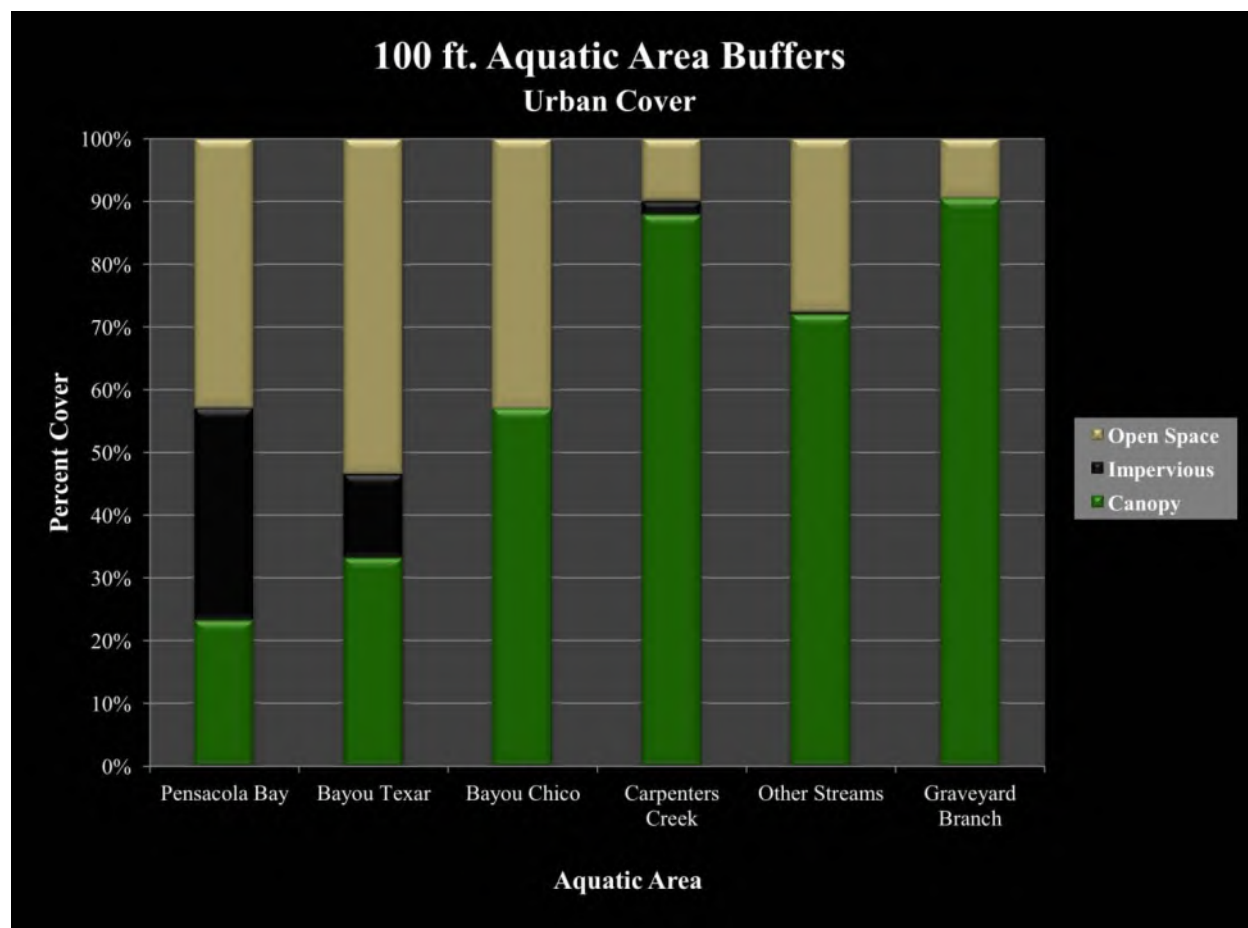


Figure 13: Visualizing Table 6 data, primary urban cover values are compared within each of the City of Pensacola's 100 ft. aquatic buffers.



Property Type	100 ft. Aquatic Buffer	Acres	Canopy	Impervious	Open Space
City (intersecting)	Pensacola Bay	156.37	21.2%	30.9%	39.2%
City (intersecting)	Bayou Texar	59.59	33.1%	13.2%	53.3%
City (intersecting)	Bayou Chico	0.22	51.5%	0.0%	39.0%
City (intersecting)	Carpenters Creek	10.59	41.8%	1.1%	4.7%
City (intersecting)	Other Streams	8.22	67.5%	0.4%	25.9%
City (intersecting)	Graveyard Branch	0.33	48.5%	0.0%	5.1%

Table 7: Current (2013) urban cover metrics for city owned property (grouped) falling at least partially within each of the City of Pensacola's 100 ft. aquatic buffers.

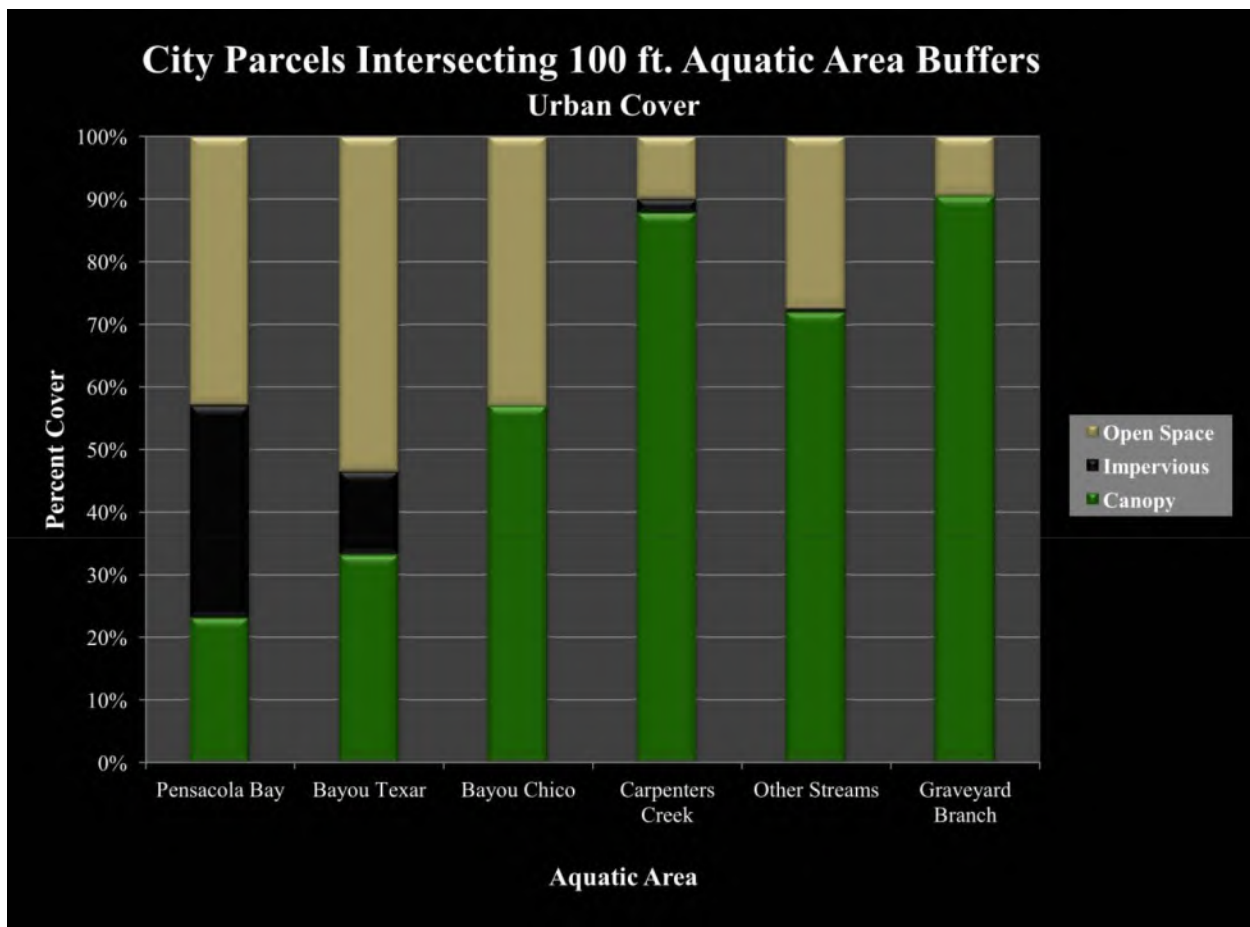


Figure 14: Visualizing Table 7 data, primary urban cover values are compared for city owned property (grouped) falling at least partially within each of the City of Pensacola's 100 ft. aquatic buffers.



Property Type	Gateway Area	Acres	Canopy	Impervious	Open Space
All	All Gateways	522.15	10.4%	56.5%	33.6%
All	Barrancas Ave	25.16	3.8%	50.1%	25.5%
All	Bay Front Pkwy	26.13	4.6%	42.3%	49.4%
All	Creighton Rd	20.26	13.1%	78.8%	40.3%
All	E Cervantes St	22.47	2.0%	76.7%	21.4%
All	E Fairfield Dr	39.03	3.6%	52.3%	44.3%
All	E Garden St	5.88	6.4%	66.3%	27.6%
All	Langley Ave	25.65	8.1%	53.8%	38.9%
All	N 12th Ave	48.20	16.1%	51.9%	34.3%
All	N 17th Ave	14.83	23.8%	42.7%	37.9%
All	N 9th Ave	68.93	7.9%	62.8%	31.5%
All	N Pace Blvd	6.20	0.3%	81.8%	18.1%
All	N Palafox St	9.16	0.6%	75.6%	24.1%
All	S 12th Ave	4.15	16.4%	44.0%	42.3%
All	S 17th Ave	6.18	20.6%	46.1%	32.3%
All	S 9th Ave	7.73	1.8%	70.2%	28.9%
All	S Pace Blvd	8.16	0.7%	76.3%	20.5%
All	S Palafox St	15.14	8.0%	62.7%	31.6%
All	Scenic Hwy	64.43	26.6%	37.6%	36.1%
All	Summit Blvd	32.91	15.1%	49.5%	38.6%
All	W Cervantes St	16.99	1.2%	85.6%	13.8%
All	W Garden St	22.84	5.4%	68.3%	26.8%
All	W Main St	16.09	2.0%	65.5%	17.8%
All	W Navy Blvd	23.16	5.3%	52.3%	39.5%

Table 8: Current (2013) urban cover metrics within gateway right-of-way areas

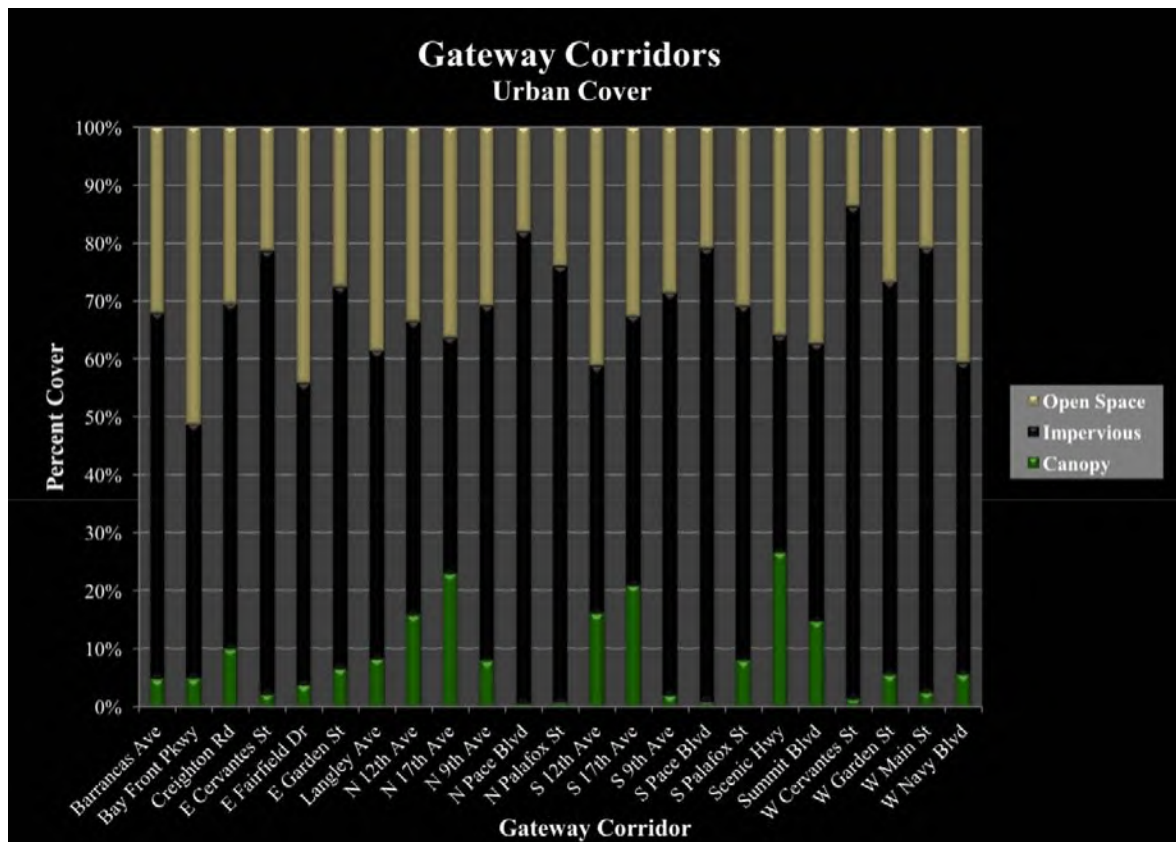


Figure 15: Visualizing Table 8 data, primary urban cover values are compared between gateway right-of-way areas.

Property Type	Gateway Area	Acres	Canopy	Impervious	Open Space
City (within 50ft)	Barrancas Ave	0.06	0.0%	0.0%	100.0%
City (within 50ft)	Bay Front Pkwy	3.83	11.9%	19.6%	60.4%
City (within 50ft)	Creighton Rd	0.37	26.2%	40.3%	36.8%
City (within 50ft)	E Cervantes St	2.00	34.8%	9.2%	58.7%
City (within 50ft)	E Garden St	0.18	2.5%	71.5%	27.4%
City (within 50ft)	Langley Ave	5.83	14.2%	8.4%	56.5%
City (within 50ft)	N 12th Ave	8.35	37.2%	9.1%	44.1%
City (within 50ft)	N 17th Ave	0.61	20.8%	0.0%	78.3%
City (within 50ft)	N 9th Ave	0.73	34.0%	16.0%	54.7%
City (within 50ft)	N Pace Blvd	0.17	0.0%	35.6%	64.4%
City (within 50ft)	N Palafox St	0.69	42.5%	0.2%	55.7%
City (within 50ft)	S 12th Ave	0.32	0.1%	12.9%	67.3%
City (within 50ft)	S 17th Ave	1.37	16.0%	16.6%	63.4%
City (within 50ft)	S 9th Ave	1.49	3.3%	17.4%	79.6%
City (within 50ft)	S Palafox St	3.23	38.0%	39.3%	23.8%
City (within 50ft)	Scenic Hwy	13.02	65.0%	4.6%	28.5%
City (within 50ft)	Summit Blvd	9.06	34.9%	5.1%	59.3%
City (within 50ft)	W Garden St	0.22	8.7%	57.3%	36.3%
City (within 50ft)	W Main St	3.60	5.5%	35.5%	56.2%
City (within 50ft)	W Navy Blvd	0.83	8.5%	48.7%	34.6%

Table 9: Current (2013) urban cover metrics for city owned property (grouped) falling within 50 feet of a gateway right-of-way area.

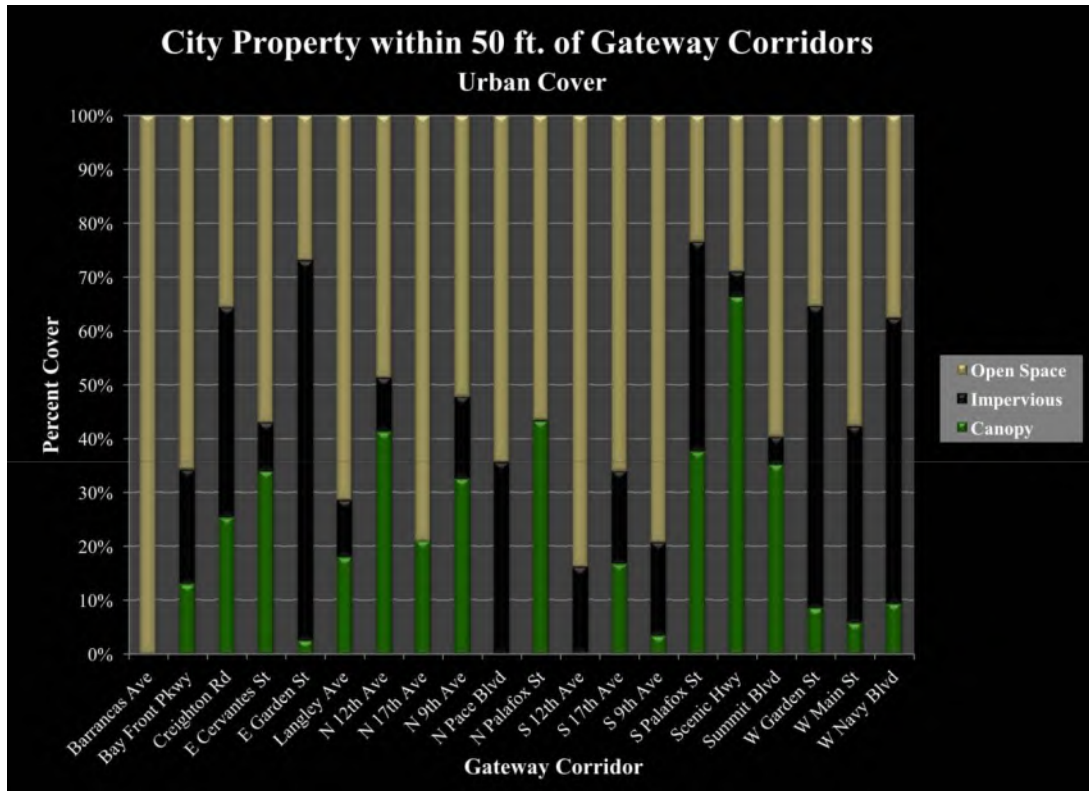


Figure 16: Visualizing Table 9 data, primary urban cover values are compared between city properties (grouped) within 50 feet of each gateway right-of-way area.

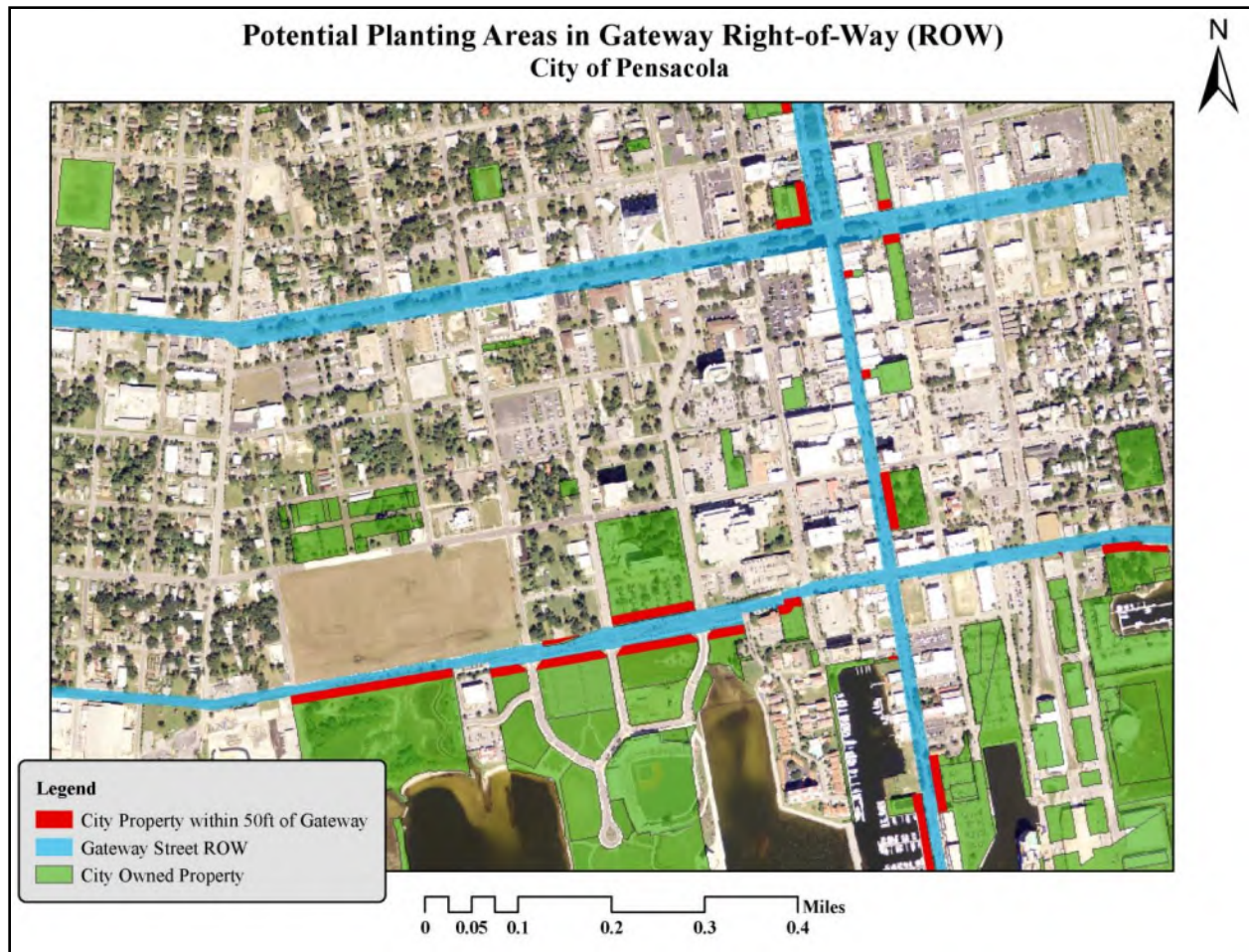


Figure 17: Example of city property within 50 feet of gateway right-of-way areas (red areas in map).

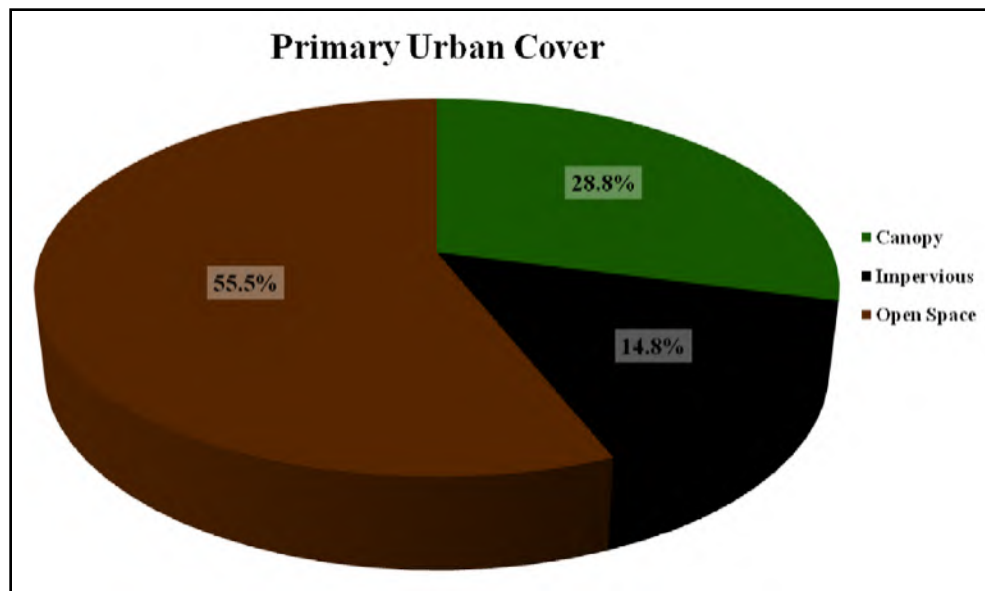


Figure 18: Current (2013) urban cover metrics for Bayview Park



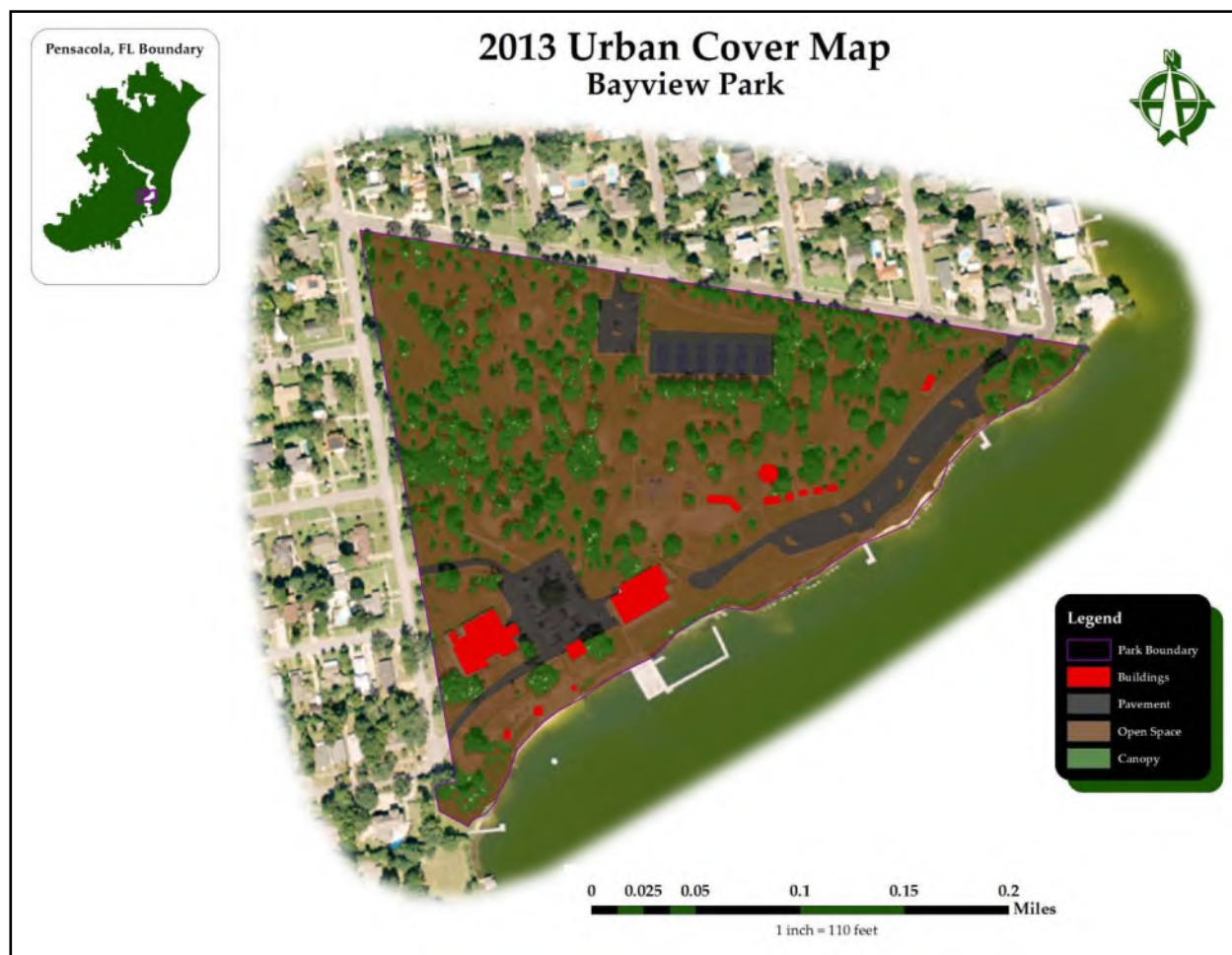


Figure: Example of urban cover mapping within Bayview Park.

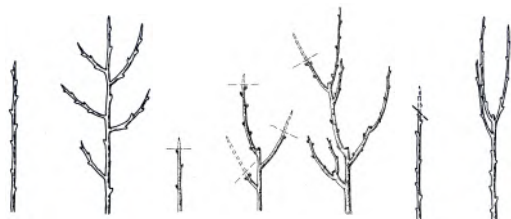
# Tree Quality Cue Card

Shade trees that grow to be large should have one relatively straight central leader. Heading the tree is acceptable provided the central leader is retrained.

Desirable

Desirable

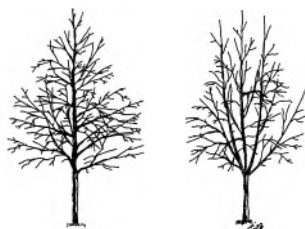
Not desirable



Main branches should be well distributed along the central leader, not clustered together. They should form a balanced crown appropriate for the cultivar or species.

Desirable

Not desirable



The diameter of branches that grow from the central leader, or trunk, should be no larger than two-thirds (one-half is preferred) the diameter of the trunk measured just above the branch.

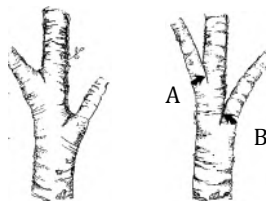
Desirable

Not desirable



Desirable

Not desirable



The largest branches should be free of bark that extends into the branch union, known as included bark (see A and B).

Desirable

Not desirable



Temporary branches particularly on trees less than 1 inch caliper should be present along the lower trunk below the lowest main branch. These branches should be no larger than 3/8 inch in diameter.

The trunk should be free of wounds, sunburned areas, conks (fungal fruiting bodies), wood cracks, bleeding areas, signs of boring insects, cankers, or lesions. Properly made recent pruning cuts are acceptable.

The trunk caliper (thickness) and taper should be sufficient so that the tree remains vertical without a stake.

Desirable

Not desirable



The root collar (the uppermost roots) should be within the upper 2 inches of the soil media (substrate). The root collar and the inside portion of the root ball should be free of defects, including circling, kinked, and stem girdling roots. You may need to remove soil near the root collar to inspect for root defects.

Desirable

Not desirable



The tree should be well rooted in the soil media. Roots should be uniformly distributed throughout the container. The tree's structure and growth should be appropriate for the species or cultivar. When the container is removed, the root ball should remain intact. When the trunk is lifted, both the trunk and root system should move as one.

The root ball should be moist throughout at the time of inspection and delivery. The roots should show no signs of excess soil moisture as indicated by poor root growth, root discoloration, distortion, death, or foul odor. The crown should show no signs of moisture stress as indicated by wilted, shriveled, or dead leaves or branch dieback.

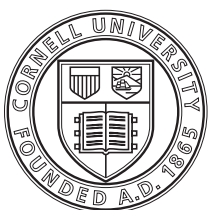
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## Using CU-Structural Soil™ in the Urban Environment



Cornell University

**Urban Horticulture Institute**  
Cornell University  
Department of Horticulture  
134A Plant Science Building  
Ithaca, NY 14853  
[www.hort.cornell.edu/UHI](http://www.hort.cornell.edu/UHI)



Founded in 1980 with the explicit mission of improving the quality of urban life by enhancing the functions of plants within the urban ecosystem, the Urban Horticulture Institute program integrates plant stress physiology, horticultural science, plant ecology and soil science and applies them to three broad areas of inquiry.

They are:

- The selection, evaluation and propagation of superior plants with improved tolerance of biotic and abiotic stresses, and enhanced functional uses in the disturbed landscape.
- Developing improved technologies for assessing and ameliorating site limitations to improve plant growth and development.
- Developing improved transplant technologies to insure the successful establishment of plants in the urban environment.

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***Photo Credits:***

N. Bassuk, B. Kalter, & P. Trowbridge

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***Cover Photo:***

Elm trees planted in CU-Structural Soil™ in Union Square Park, NYC.



# The Case for CU-Structural Soil™:

## Why do we need it, what is it, and how is it used?

Urban trees experience a litany of environmental insults: soil and air pollution, heat loads, deicing salts, and impacts from utilities, vehicles, and buildings. The most significant problem that urban trees face, however, is the lack of useable soil volume for root growth, since trees are often an afterthought in city planning and streetscape design. (Fig. 1.1)



Fig. 1.1 Tree root ball prior to being planted in a 4' x 5' tree pit in NYC.



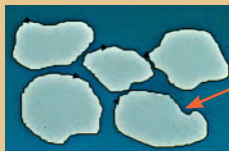
Fig. 1.2 Compaction is necessary to create a load-bearing surface on which to lay pavement.

### Soil Compaction

Ongoing construction, including sidewalk and road repair, disturbs and compacts soil (Fig. 1.2), crushing macropores (Fig. 1.3). Loss of macropores has three negative consequences: restricted aeration, diminished water drainage, and creating a dense soil that is difficult for roots to penetrate. These effects limit useable rooting space.

#### Macropores

- the relatively large spaces between soil aggregates
- water drains quickly through macropores
- air diffuses through macropores



Macropores are the spaces between the soil aggregates



Fig. 1.4 Surface rooting of trees growing in compacted soils

Fig. 1.3 Macropores are spaces between soil aggregates that allow water, air and subsequently root growth.

### What happens when roots encounter dense, compacted soil?

When roots encounter dense soil, they change direction, stop growing, (Fig 1.5) or adapt by remaining abnormally close to the surface (Fig. 1.4) This superficial rooting makes urban trees more vulnerable to drought and can cause pavement heaving. However, if a dense soil is waterlogged, tree roots can also rot from lack of oxygen.



Fig. 1.5 Tree roots which are typically superficial can become 'containerized' by compacted soil under and around trees.



Fig.1.6 This photograph shows the effect of soil volume on tree growth. Both rows of willow oaks were planted at the same time on Pennsylvania Avenue, Washington, D.C. The trees on the right are in tree pits, and those on the left are in an open grassed area.

## The role of soil volume on tree growth

The soil in urban tree lawns or parks can be improved by amendment or soil replacement. Where soil volume is limited by pavement, tree roots suffer (Fig 1.6). The highly compacted soils required for constructing pavements do not allow root penetration, resulting in declining trees which are all too common in cities. Yet it is precisely these paved areas such as parking lots and streets that most need the mitigating effects of shade trees.

Healthy trees need a large volume of non-compacted soil with adequate drainage and aeration and reasonable fertility. CU-Structural Soil™ meets these needs while also fulfilling engineers' load-bearing requirements for base courses under pavement.

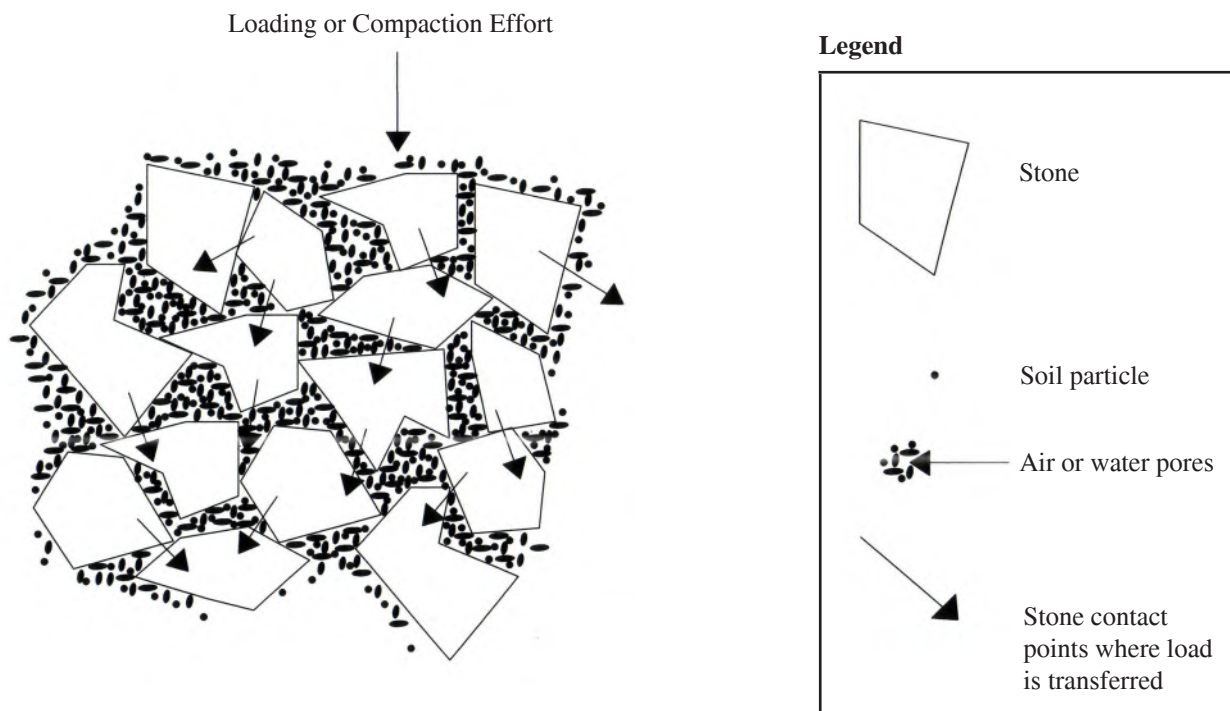


Fig.1.7 Conceptual diagram of CU-Structural Soil™ including stone-on-stone compaction and soil in interstitial spaces used as a base course for pavements.



## CU-Structural Soil™ Basics

CU-Structural Soil™ (U.S. Patent # 5,849,069) is a two-part system comprised of a rigid stone “lattice” to meet engineering requirements for a load-bearing soil, and a quantity of soil, to meet tree requirements for root growth. The lattice of load-bearing stones provides stability as well as interconnected voids for root penetration, air and water movement (Fig. 1.7). The uniformly graded 3/4”-1 1/2” angular crushed stone specified for CU-Structural Soil™ is designed to ensure the greatest porosity. Crushed or angular stone provides more compaction and structural interface of stone-to-stone than round stone. Because stone is the load-bearing component of structural soil, the aggregates used should meet regional or state department of transportation standards for pavement base courses.

Since among soil textures, clay has the most water and nutrient-holding capacity, a heavy clay loam or loam, with a minimum of 20% clay, is selected for the CU-Structural Soil™ system. CU-Structural Soil™ should also have organic matter content ranging from 2%-5% to ensure nutrient and water holding while encouraging beneficial microbial activity. A minimum of 20% clay is also essential for an adequate cation exchange capacity.

With carefully chosen uniformly-graded stone and the proper stone to soil ratio, a medium for healthy root growth is created that also can be compacted to meet engineers’ load-bearing specifications (Fig. 1.8). The intention is to “suspend” the clay soil between the stones without over-filling the voids, which would compromise aeration and bearing capacity. CU-Structural Soil™ utilizes Gelscape® hydrogel as a non-toxic, non-phytotoxic tackifier, in addition to stone and soil components.



Fig. 1.8 From upper left, clockwise: uniformly-graded crushed stone of 3/4” - 1 1/2” diameter, pile and close-up; CU-Structural Soil™ after mixing; clay loam.

## Using CU-Structural Soil™ for Street Trees

CU-Structural Soil™ is intended for paved sites to provide adequate soil volumes for tree roots under pavements (Fig. 1.9). It can and should be used under pedestrian mall paving, sidewalks, parking lots, and low-use access roads. The Urban Horticulture Institute is currently conducting trials of its use under turf and porous asphalt to provide more porous parking areas. Research at Cornell has shown that tree roots in CU-Structural Soil™ profiles grow deep into the base course material, away from the fluctuating temperatures at the pavement surface. One benefit of this is that roots are less likely to heave and crack pavement than with conventional paving systems (Fig. 1.10).

Planting a tree into CU-Structural Soil™ is much like conventional planting. If possible, the pavement opening should be expandable (via removable pavers or using a mulched area) for the sake of the anticipated buttress roots of maturing trees (Fig. 1.11). CU-Structural Soil™ should be used at a depth of at least 24" but preferably 36" (Fig.1.12). CU-Structural Soil™ can be used right up to the surface grade where there is a pavement opening that is large enough to allow for tree installation.



Fig.1.9 Installing CU-Structural Soil™ in Ithaca, NY in 1997



Fig. 1.10 Sidewalk heaving caused by superficial tree root growth, Ithaca, NY



Fig. 1.11 Lindens in CU-Structural Soil™ in Boston, 2002





Fig. 1.12a Example of street tree planting using CU-Structural Soil™ under conventional concrete sidewalk in Brooklyn, NY

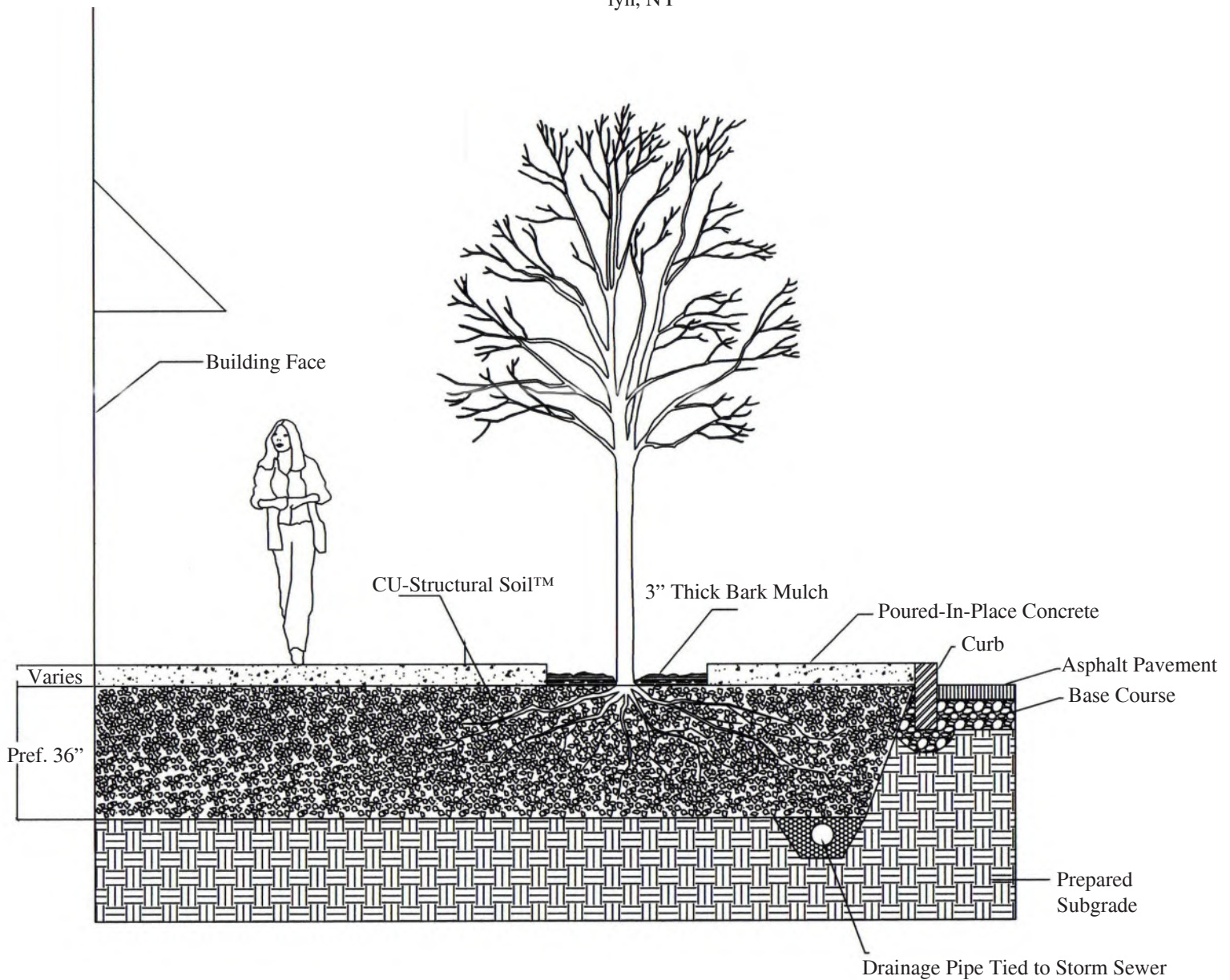


Fig. 1.12 Typical street tree planting using CU-Structural Soil™ under a sidewalk

## Trees in Parking Lots and Plazas:

CU-Structural Soil™ may also be used to enlarge a ‘tree island’ within a parking lot. With a large tree planting area, good, well draining topsoil can be used in the island and CU-Structural Soil™ added as an unseen rooting medium under the asphalt (Figs. 1.13 - 1.15).

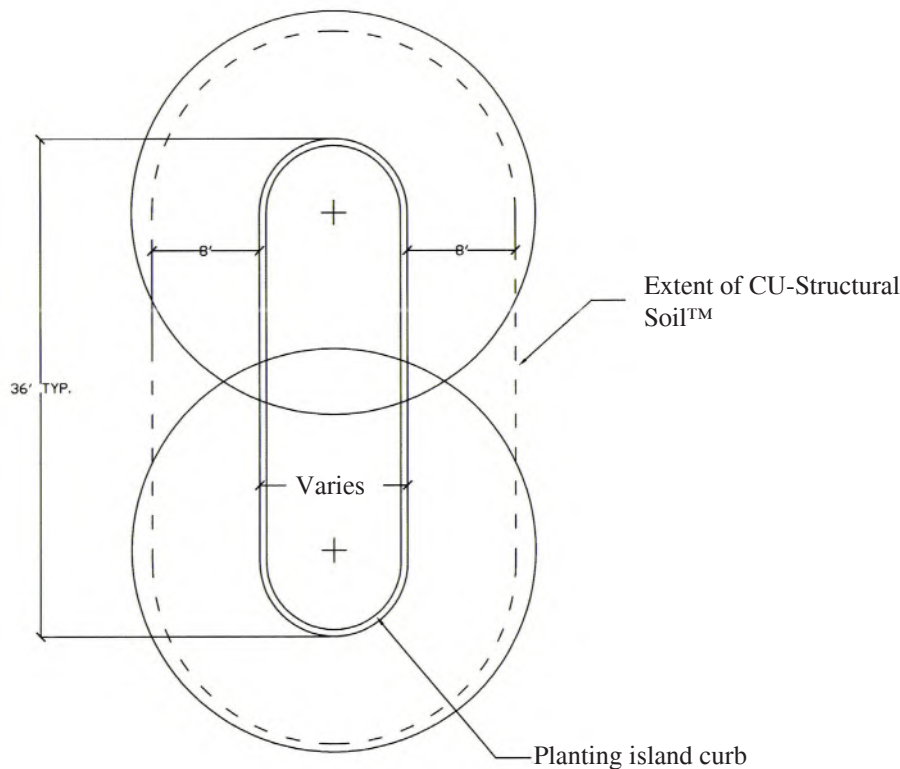


Fig. 1.13 Plan view of planting island

Trees in parking lots, as well as paved plazas, benefit from the use of CU-Structural Soil™ (Fig.1.16 - 1.17). Whether there is a curb or not, good, well-drained topsoil may be used around the tree where the opening is at least 5' x 5'. If the opening is smaller, CU-Structural Soil™ may be used right up to the tree ball. Although it is not necessary to use an additional base course on top of CU-Structural Soil™, some engineers may want to do this, immediately under the pavement.

Given the large volume of CU-Structural Soil™ for tree roots to explore, irrigation may not be necessary after tree establishment—the decision depends on the region of the country and on site management. While there is less moisture in CU-Structural Soil™ on a per-volume basis than in conventional soil, the root system in structural soil has more room for expansion, allowing for increased water absorption. Supplemental water should be provided during the first growing season as would be expected for any newly planted tree. In regions where irrigation is necessary to grow trees, low-volume, under-pavement irrigation systems have been used successfully. Fertilizer can be dissolved into the irrigation water if necessary, although to date, nutrient deficiencies have not been noted, probably due to the large volume of rooting media.



Fig. 1.14 Potential use of CU-Structural Soil™ to enlarge planting islands in parking lots without taking up parking space



Fig. 1.15 In this parking lot, there is only a 2 foot opening for tree planting. Here CU-Structural Soil™ was installed parallel to railroad tracks, 12' wide and 36" deep. With such a narrow opening, there is no reason to use a planting mix other than CU-Structural Soil™ around the tree ball.



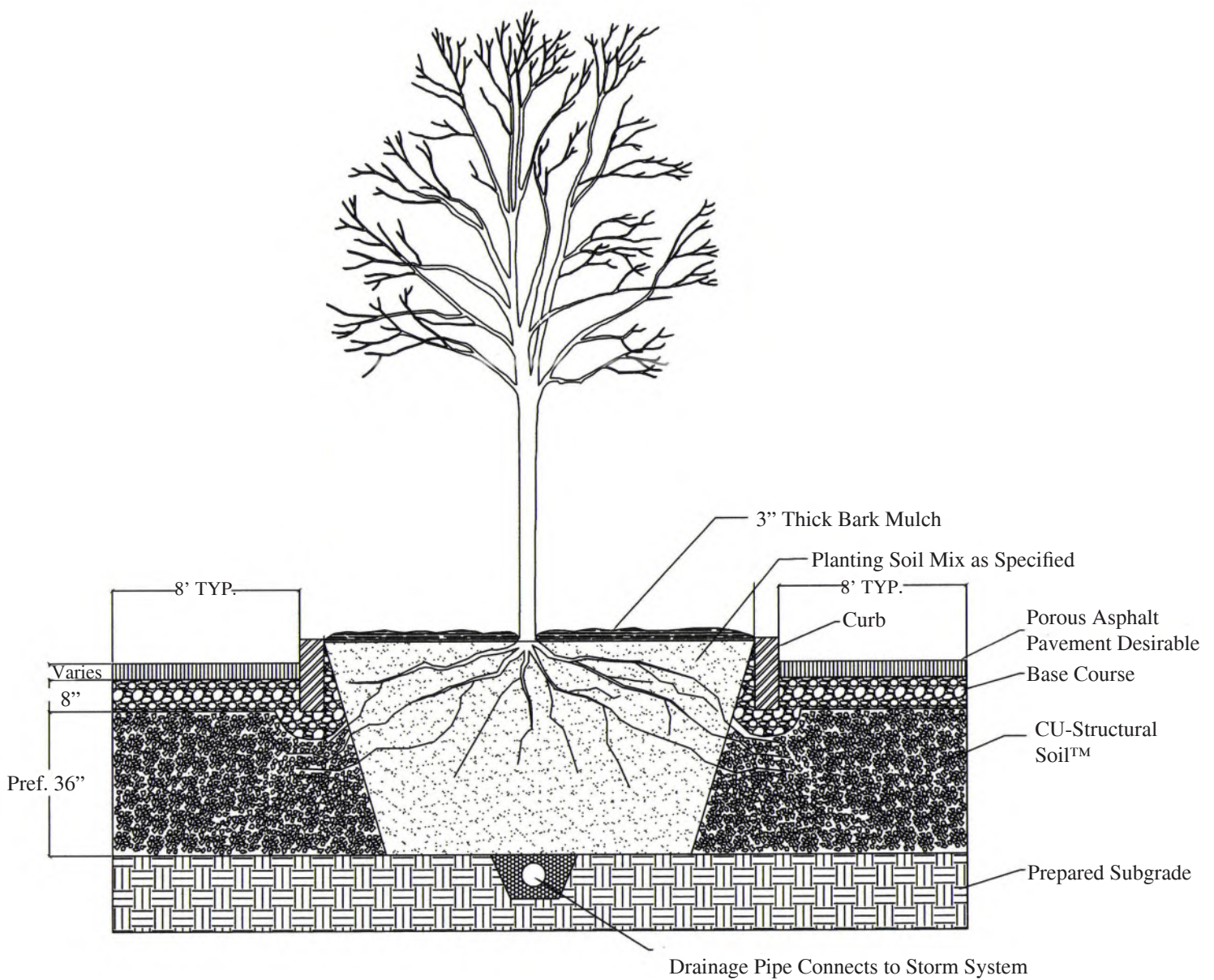


Fig. 1.16 Bare root tree in typical parking lot island or plaza



Fig. 1.17 English oaks planted in a plaza at Battery Park City, NYC



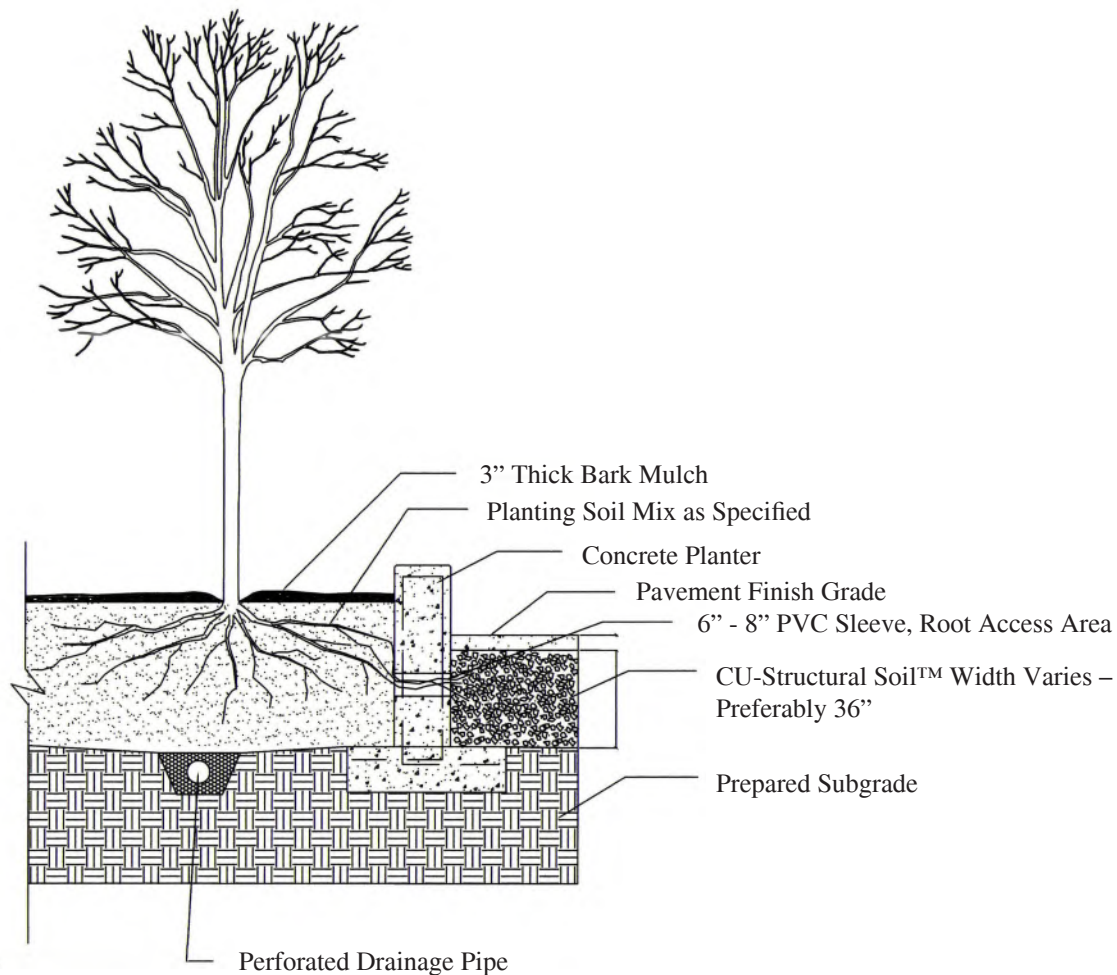


Fig. 1.18 Limited soil volume planter with root access into CU-Structural Soil™ under plaza pavement

Positive drainage below the root system is necessary in this system, since the sub-grade below the CU-Structural Soil™ may be compacted and impermeable. A perforated and wrapped drain, connected to storm drainage, should be placed between the CU-Structural Soil™ and the compacted sub-grade (Fig.1.18).

Where the curb footer goes to greater depth for a planter, a 6"- 8" PVC sleeve filled with uncompacted soil should be used to give tree roots access to the CU-Structural Soil™ beyond the planter wall (Figs 1.18-1.19).

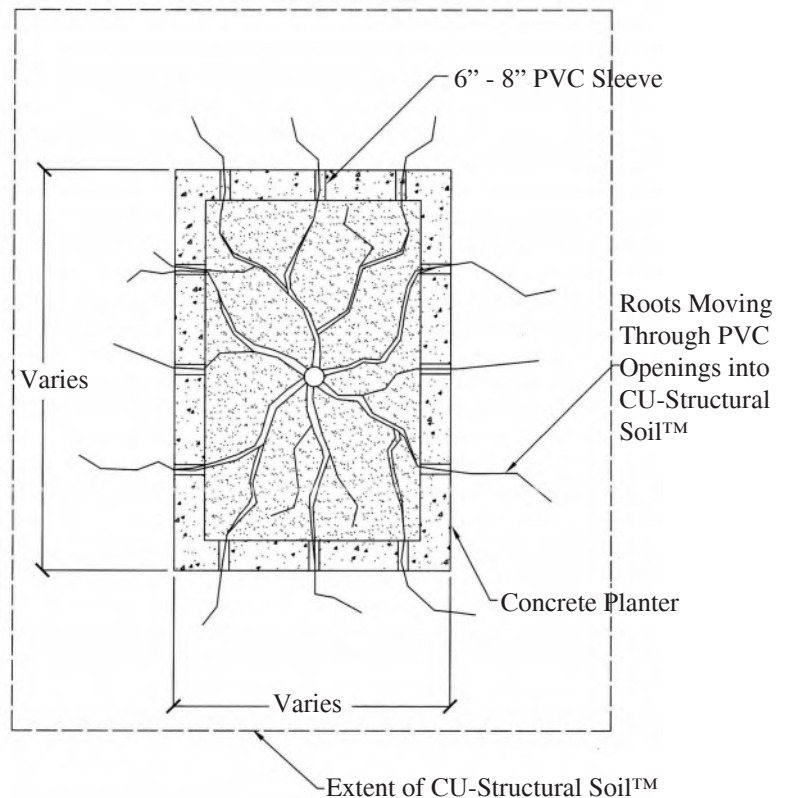


Fig. 1.19 Plan view of limited soil volume planter

## Creating break-out zones for trees in narrow tree lawns

Where there is an adjacent green space, whether a park or front lawn, CU-Structural Soil™ may be used as a channel for roots to safely grow under pavement into this green space (Figs. 1.20 - 1.23). Generally two 5' concrete flags are removed, then the area is excavated to 24" - 36" and CU-Structural Soil™ is backfilled into them. Paving slabs are then replaced in a conventional manner.



Fig. 1.20 Break-out zone with CU-Structural Soil™ under a sidewalk between a narrow tree lawn and adjacent landscape area

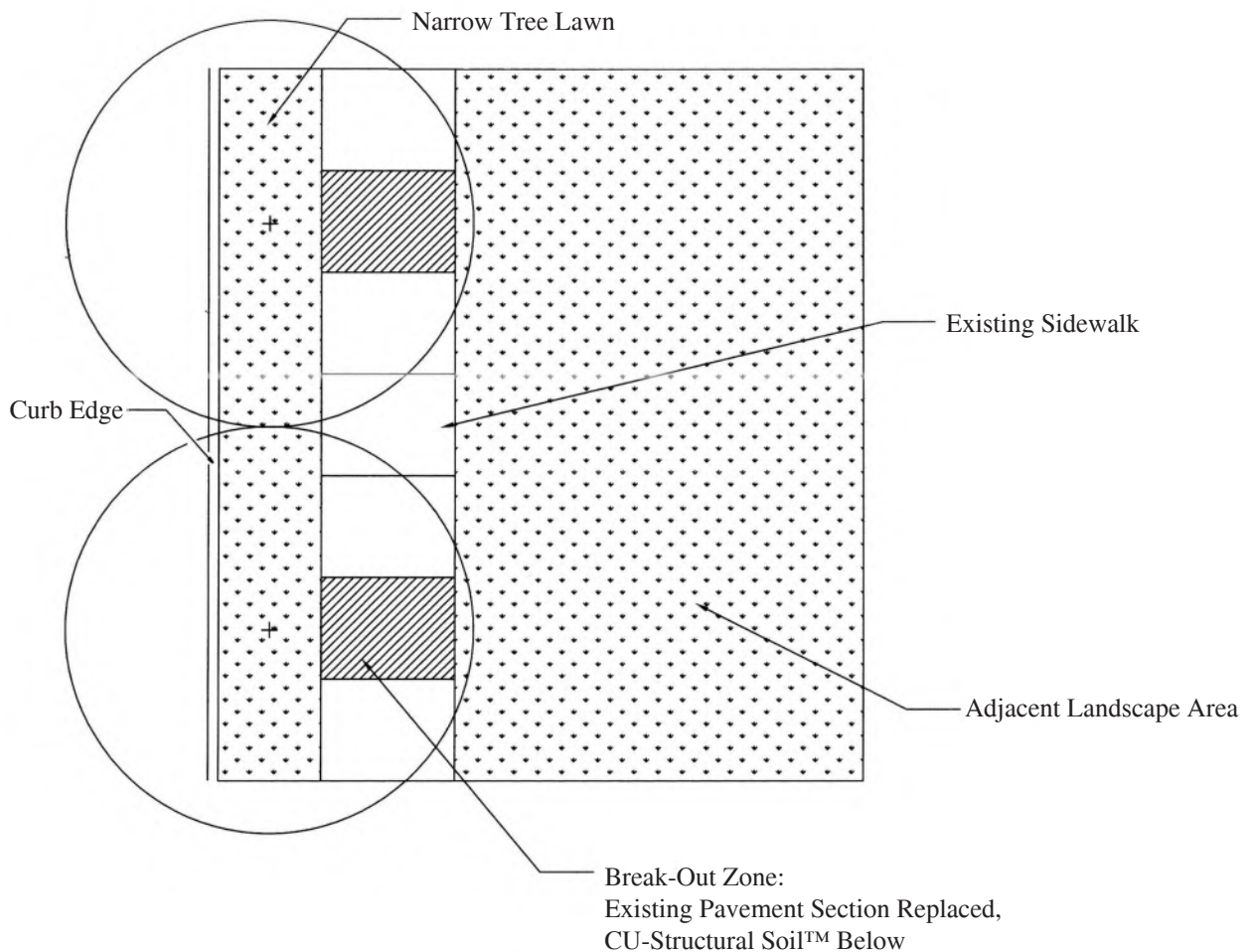


Fig. 1.21 Plan view of retrofitted CU-Structural Soil™ break-out zone





Fig. 1.22 Trees planted in Brooklyn, NY in 1997 where CU-Structural Soil™ was installed in a continuous trench 7' wide adjacent to the park fence.

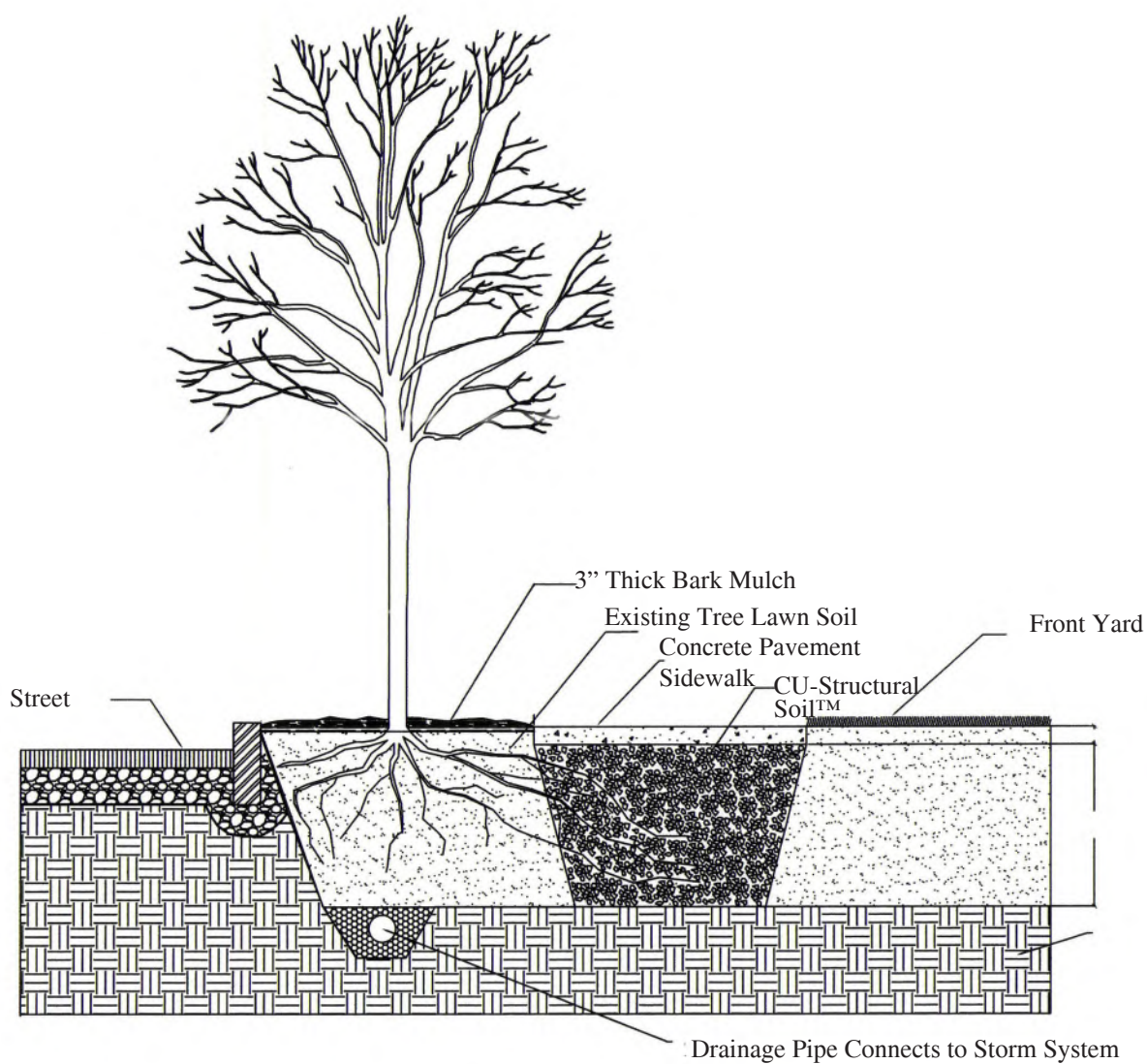


Fig. 1.23 CU-Structural Soil™ break-out zone from narrow tree lawn to adjacent landscape area

## CU-Structural Soil™ use with permeable pavers

If non-mortared pavers are used, a setting bed of uniformly-graded coarse sand should be used, to a depth specified by paver manufacturer specifications. To discourage rooting in this layer, a geo-textile—one that does not restrict water movement—can be used between this material and the CU-Structural Soil™ (Figs. 1.24 - 1.25).

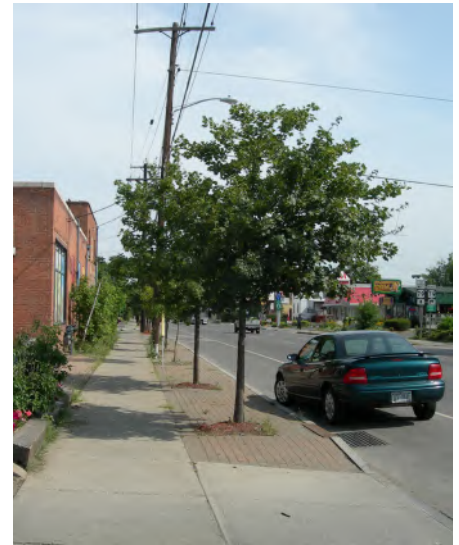


Fig. 1.24 Concrete unit pavers on a coarse sand setting bed on top of a continuous trench of CU-Structural Soil™ in Ithaca, NY

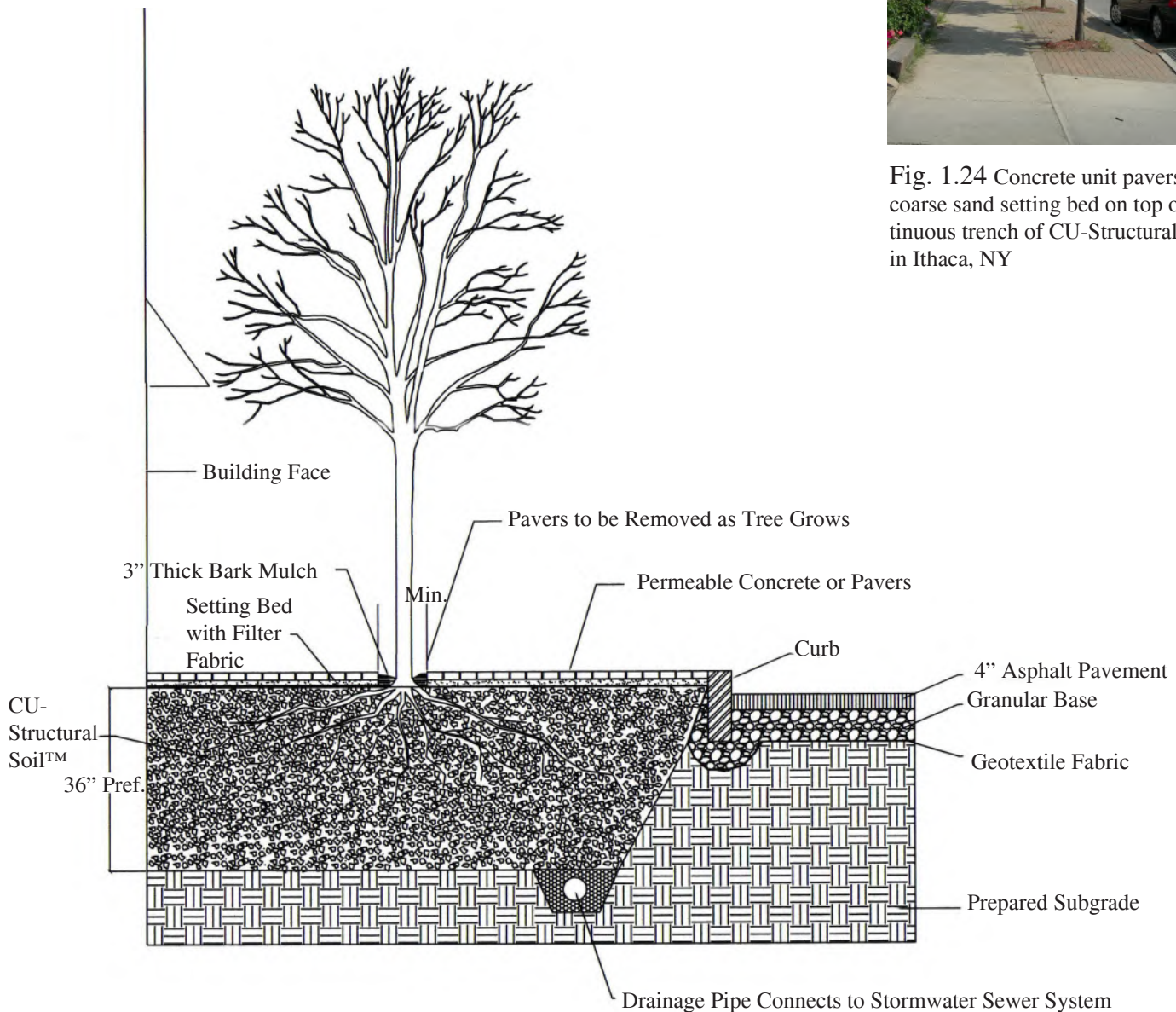


Fig. 1.25 Street tree detail with permeable pavers

# Some Street Trees Appropriate for use in CU-Structural Soil™

(Guiding selection criteria: moderate to highly drought tolerant and alkaline soil tolerant trees)

<b>Botanic Name</b>	<b>Common Name</b>
<i>Acer campestre</i>	Hedge Maple
<i>Acer miyabei</i>	Miyabei Maple
<i>Acer nigrum</i>	Black Maple
<i>Acer platanoides</i>	Norway Maple
<i>Acer pseudoplatanus</i>	Sycamore Maple
<i>Acer truncatum</i>	Painted Maple
<i>Carpinus betulus</i>	European Hornbeam
<i>Catalpa speciosa</i>	Northern Catalpa
<i>Celtis occidentalis</i>	Hackberry
<i>Cercis canadensis</i>	Redbud
<i>Cornus mas</i>	Cornelian Cherry
<i>Cornus foemina</i> ( <i>Cornus racemosa</i> )	Gray Dogwood
<i>Corylus columna</i>	Turkish Hazelnut
<i>Crataegus crus-galli</i>	Cockspur Hawthorn
<i>Crataegus phaenopyrum</i>	Washington Hawthorn
<i>Crataegus punctata</i>	Thicket Hawthorn
<i>Crataegus viridis</i>	Green Hawthorn
<i>Eucommia ulmoides</i>	Hardy Rubber Tree
<i>Fraxinus americana</i>	White Ash
<i>Fraxinus excelsior</i>	European Ash
<i>Fraxinus pennsylvanica</i>	Green Ash
<i>Ginkgo biloba</i>	Ginkgo
<i>Gleditsia triacanthos</i>	Honey Locust
<i>Gymnocladus dioica</i>	Kentucky Coffee Tree
<i>Koeleruteria paniculata</i>	Goldenrain Tree
<i>Maclura pomifera</i>	Osage Orange
<i>Malus</i> spp.	Crabapple
<i>Parrotia persica</i>	Ironwood
<i>Phellodendron amurense</i>	Amur Cork Tree
<i>Platanus x acerifolia</i>	London Plane
<i>Populus alba</i>	White Poplar
<i>Populus deltoides</i>	Northern Cottonwood
<i>Populus tremuloides</i>	Quaking Aspen
<i>Pyrus calleryana</i>	Callery Pear
<i>Pyrus ussuriensis</i>	Ussurian Pear
<i>Quercus macrocarpa</i>	Mossy-Cup Oak
<i>Quercus muehlenbergii</i>	Chinkapin Oak
<i>Quercus robur</i>	English Oak
<i>Robinia pseudoacacia</i>	Black Locust
<i>Styphnolobium japonicum</i> ( <i>Sophora japonica</i> )	Japanese Pagoda Tree
<i>Sorbus alnifolia</i>	Korean Mountain Ash
<i>Sorbus thuringiaca</i>	Oak-Leafed Mountain Ash
<i>Syringa reticulata</i>	Japanese Tree Lilac
<i>Tilia americana</i>	Basswood
<i>Tilia cordata</i>	Littleleaf Linden
<i>Tilia tomentosa</i>	Silver Linden
<i>Tilia x euchlora</i>	Crimean Linden
<i>Ulmus americana</i>	American Elm
<i>Ulmus carpinifolia</i>	Smooth-Leaf Elm
<i>Ulmus parvifolia</i>	Lace Bark Elm
<i>Ulmus</i> spp.	Elm Hybrids
<i>Zelkova serrata</i>	Japanese Zelkova

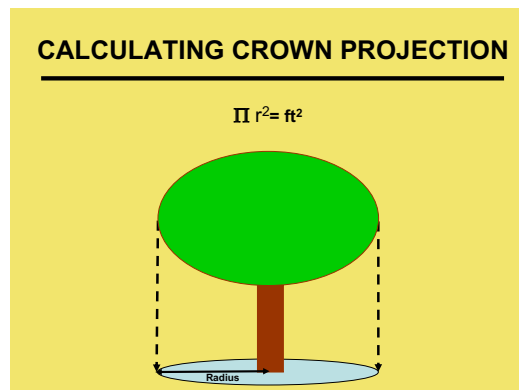
(names in parentheses are older botanic names)



## Frequently Asked Questions

### What volume of CU-Structural Soil™ is needed for a given tree?

The Urban Horticulture Institute at Cornell has found that, with the exception of the desert southwest, two cubic feet of soil is needed for every square foot of crown projection (the anticipated area under the drip line of the tree at expected maturity). Trees growing in CU-Structural Soil™ in areas that normally use irrigation to grow trees should also provide low volume drip irrigation in CU-Structural Soil™ installations.



### What is the recommended depth for CU-Structural Soil™?

We suggest a minimum of 24" but 36" is preferred. A base course of gravel is not needed on top of CU-Structural Soil™ because it was designed to be as strong as a base course. Properly compacted to 95-100% Proctor Density or Modified Proctor Density, it has a CBR of 50 or greater.

### What is the recommended length and width for CU-Structural Soil™ installation?

There is no established minimum. However, CU-Structural Soil™ was designed to go under the entire pavement area. This homogeneity would ensure uniform engineering characteristics below the pavement, particularly in regard to frost heaving and drainage. Ideally, the installation should focus on a whole sidewalk section from building face to curb, potentially for a whole block. If it is impossible to use the entire sidewalk area, using CU-Structural Soil™, it can be placed in a 5' - 8' wide trench parallel to the curb.

### Won't the soil migrate down through a CU-Structural Soil™ profile after installation?

The excavation of a seven-year-old installation did not show any aggregate migration. The pores between stones in CU-Structural Soil™ are mostly filled with soil so there are few empty spaces for soil to migrate to.

### Does hydrogel break down over time?

Over a long period of time, the soluble salts from which the hydrogel was produced, i.e. potassium (from potassium hydroxide) and ammoniacal nitrogen (from acrylamide) is released. The inert hydrogel becomes a minimum part of the soil system. Beyond that, we believe that colonizing roots and other organisms will, over time, replace the spatial and tackifying roles of the hydrogel. Research on this subject is on-going.

### What happens when roots expand in CU-Structural Soil™?

There will come a time when the roots will likely displace the stone, but if the roots are, as we have observed, deep down in the profile, the pressure they generate during expansion would be spread over a larger surface area. We have seen roots move around the stone and actually surround some stones in older installations, rather than displace the stones.

### Is CU-Structural Soil™ susceptible to frost heave?

This topic has not been rigorously tested, but we have not observed frost heave damage in the Ithaca, NY installations. Based on drainage testing and swell data on this extremely porous system, CU-Structural Soil™ appears quite stable.

### Can you add normal soil in the tree pit and CU-Structural Soil™ under the pavement?

It would be desirable to use CU-Structural Soil™ under the tree ball to prevent the root ball from sinking. Planting trees directly in CU-Structural Soil™ provides a firmer base for unit pavers close to the root ball than does conventional soil. If the tree pit is sufficiently large, greater than 5' x 5', a conventional soil could be used in the open tree pit surrounding the root ball with CU-Structural Soil™ extending under the pavement.

**Can you use balled-and-burlapped, bare root, or containerized trees in CU-Structural Soil™?**

Trees from any production system can and have been used. It is important to water the newly planted tree as would be expected in any soil.

**Should CU-Structural Soil™ be used in urban areas without pavement over the root zone?**

CU-Structural Soil™ was designed to be used where soil compaction is required, such as under sidewalks, parking lots, medians, plazas, and low-access roads. Where soils are not required to be compacted, a good, well-draining soil should be used.

**Can you store large quantities of CU-Structural Soil™?**

CU-Structural Soil™ is produced by licensed producers and is preferably not stockpiled. It is mixed as necessary and should be delivered and installed in a timely manner. If any stockpiling is required, protection from rain and contamination should be provided.

**Can CU-Structural Soil™ be utilized under existing trees?**

There are several instances where CU-Structural Soil™ was utilized under and adjacent to existing trees. It appears that if few tree roots are damaged during the installation, the trees continue to grow well. Research is currently under way to investigate this issue.

**What are the oldest installations of CU-Structural Soil™, and where are they?**

The two oldest installations date to 1994; the first is a honeylocust planting at the Staten Island Esplanade Project in NYC, the second is a London plane tree planting on Ho Plaza on the Cornell campus, Ithaca, NY. There are now numerous installations of various sizes across the United States and Canada. For more information about installations, visit [www.structuralsoil.com](http://www.structuralsoil.com) or contact Brian Kalter at Amereq, Inc. (see below).

**Obtaining CU-Structural Soil™**

CU-Structural Soil™ has been patented and licensed to qualified producers to ensure quality control; its trademarked names are CU-Structural Soil™ or CU-Soil™. By specifying this material, the contractor is guaranteed to have the material mixed and tested to meet research-based specifications. There are licensed producers throughout the US and in Canada. To find the one in your region or to become a licensee, contact Brian Kalter ([bkalter@amereq.com](mailto:bkalter@amereq.com)) or Fernando Erazo ([FE@amereq.com](mailto:FE@amereq.com)) at Amereq Inc., 19 Squadron Blvd. New City, New York 10956. (800) 832-8788

**Further Information**

See the Urban Horticulture Institute website:  
[www.hort.cornell.edu/uhi](http://www.hort.cornell.edu/uhi) and go to Outreach > Structural Soil

A DVD showing videos of the mixing, installation and tree growth in CU-Structural Soil™ is available at:  
[www.hort.cornell.edu/uhi/outreach/csc/index.html](http://www.hort.cornell.edu/uhi/outreach/csc/index.html)

Or contact Dr. Nina Bassuk ([nlb2@cornell.edu](mailto:nlb2@cornell.edu)), (607) 255-4586

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Fig 1.26 In this three-year field study a normal soil profile under sidewalk pavement as well as one with CU-Structural Soil™ were compared. Species used were hedge maple, little leaf linden, and crabapple.



# The Large Tree Argument

*The Case for Large-Stature Trees vs. Small-Stature Trees*

Center for Urban Forest Research  
Southern Center for Urban Forestry Research & Information







# Why did we like elm trees so much?

Large stately elm trees once graced many communities throughout the US. But now they are gone. Why were entire communities so disappointed when they lost their elm trees to Dutch elm disease several decades ago?

People had a sense that these large trees were important to them, their family, and their community. And this was long before we quantified the benefits of trees. Now we have scientific evidence for what these people knew decades ago.



US Department of Agriculture



USDA Forest Service



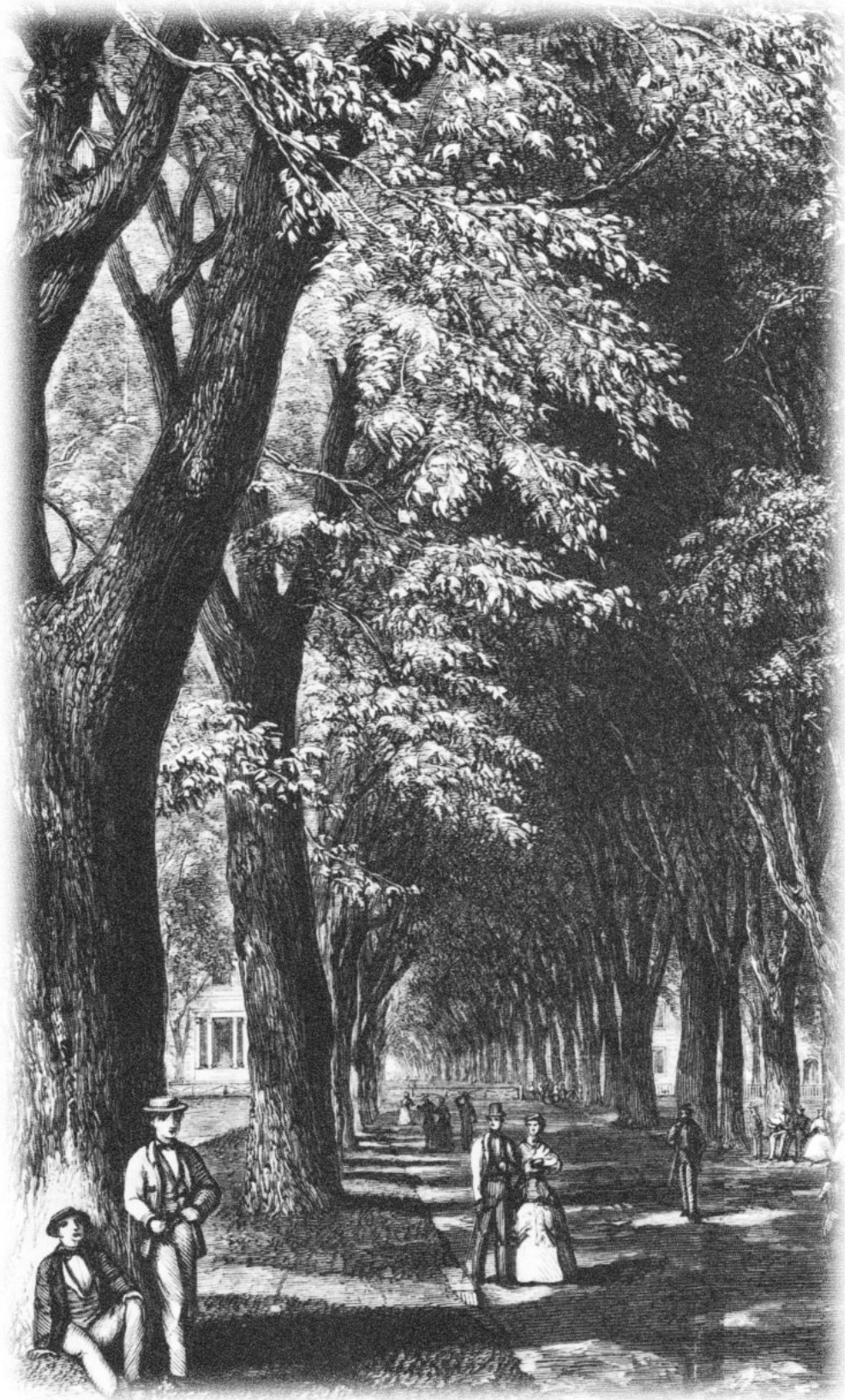
Center for Urban  
Forest Research  
Pacific Southwest  
Research Station  
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Southern Center for  
Urban Forestry Research  
& Information  
Southern Research Station  
USDA Forest Service



Urban & Community Forestry  
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## Large trees pay us back

We now know that, dollar for dollar, large-stature trees (see sidebar definition p.6) deliver big savings and other benefits we can't ignore. Small-stature trees like crape myrtle deliver far fewer benefits. In fact, research at The Center for Urban Forest Research shows that their benefits are up to eight times less.

Compared to a small-stature tree, a strategically located large-stature tree has a bigger impact on conserving energy, mitigating an urban heat island, and cooling a parking lot. They do more to reduce stormwater run off; extend the life of streets; improve local air, soil and water quality; reduce atmospheric carbon dioxide; provide wildlife habitat; increase property values; enhance the attractiveness of a community; and promote human health and well being. And when we use large-stature trees, the bottom-line benefits are multiplied. When it comes to trees, size really does matter.

## Don't forget the established "Old Guard"

We can't forget the already-established trees. These older trees provide immediate benefits. The investment that community leaders made 30, 40, 50 years ago is producing dividends today. Dr. McPherson, Director of the Center for Urban Forest Research, points out that "since up-front costs to establish these large-stature trees have already been made, keeping these trees healthy and functional is one of the best investments communities can make."

## What do you lose if you don't plant large trees?





Municipal tree programs are dependent on tax-payer supported funding. Therefore, communities must ask themselves, are large-statured trees worth the price to plant and care for? Our research has shown that benefits of large-statured trees far outweigh the costs of caring for them, sometimes as much as eight to one. The big question communities need to ask is: can we afford not to invest in our trees? Are we willing to forego all of these benefits? Or, would we rather make a

commitment to provide the best possible care and management of our tree resource and sustain these benefits for future generations.

## Costs vs benefits

In most areas of the country, communities can care for their largest trees for as little as \$13 per year, per tree. And, each tree returns an average of \$65 in energy savings, cleaner air, better managed stormwater, extended life of streets, and higher property values. Even at maturity, small-stature trees do not come close to providing the same magnitude of benefits.

**WHAT LARGE TREES MEAN**

-  **More shade** = **more energy savings**
-  **Cleaner air** = **better health and fewer hospital visits**
-  **More stormwater management** = **lower costs for stormwater controls**
-  **More shaded streets** = **longer time between resurfacing**



### A hypothetical example

A few years ago, the community of Greentree was faced with a budget crisis and decided to save money by downsizing its community forest—planting a majority of small-stature trees like crape myrtle in favor of large-stature trees like ash and even replacing large trees with smaller ones (see below). It made choice X. Unfortunately, this is not an uncommon story in communities today. But the real question is, what did they give up in return, and was downsizing a wise choice?

**Table 1: Large trees vs small trees**

The city of Greentree chose planting scenario X. By year 20 it was already a \$60,000 annual mistake (see discussion above).

	Avg. Ann. Benefit Avg. Ann. Cost	CHOICE X		CHOICE Y	
		# Trees	Total Benefit Total Cost	# Trees	Total Benefit Total Cost
Large Trees	\$65.18 \$13.72	259	\$16,882.00 \$3,553.00	1,693	\$110,350.00 \$23,228.00
Medium Trees	\$36.04 \$6.87	753	\$27,138.00 \$5,173.00	753	\$27,138.00 \$5,173.00
Small Trees	\$17.96 \$6.23	1,693	\$30,406.00 \$10,547.00	259	\$4,652.00 \$1,614.00
Total Trees		2,705		2,705	
Total Benefits			\$74,426.00		\$142,140.00
Total Costs			\$19,273		\$30,015.00
Annual Net Value to Community			\$55,153.00		\$112,125.00

Note: Each “tree” represents 259 trees planted.



In this case, the city decided that planting 1693 small-stature trees and only 259 large-stature trees would be a good budget-cutting strategy. Over the short term this may save the city a little money. But over the long term they will have decidedly fewer benefits and a decreased quality of life. City elected officials failed to consider what the city would be giving up over the life of those trees.

Will people want to live, work, recreate, do business, and shop in this community? And will the new trees provide all of the benefits that the residents seek—energy conservation, clean air, clean water, attractive surroundings, and enhanced real estate values. The answer is a resounding NO! The growth of these trees was modeled by The Center for Urban Forest Research over 40 years. By year 20, the decision-makers had

already made nearly a \$60,000 dollar annual mistake.

Choice Y is clearly the way to go to maximize their return on budget dollars. The model shows that once the trees are mature the community will receive an annual return on investment of nearly \$60,000 over choice X. Plus, the community will look quite different in the future and be a healthier and safer place to live.



## Is it possible to recreate the past ?

We may never have the arching canopies we once had with the stately elms of a few decades ago. But, we can still achieve large, extensive and functional canopies and reap all the benefits. It will take planting large-stature trees in as many appropriate places as possible while creating the best possible site that maximizes space and allows for adequate exchange of gases and water. And yes, it is possible!

### Editors Note

*We recognize that on some restricted sites small-stature trees may be the best choice. However, let's not succumb to the limited space argument so easily. We need to continue to fight for more space for trees in every new project and every retrofit. The bigger the tree, the bigger the benefits and, ultimately, the better our quality of life.*

### The Future Without Large Trees

Cities that are using small-stature trees to reduce costs may achieve some short-term savings, but over the long term, they have destined themselves to a future with fewer and fewer benefits as large-statured trees are replaced with smaller ones.

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# What are trees worth?

The value of tree benefits varies widely, but can be as much as \$80 to \$120 per tree per year for a large tree. Small trees that never get very large, like the crape myrtle, provide not much more than \$15 in benefits on average. In some cases they are a net loss to communities after the costs are subtracted. The Center for Urban Forest Research has studied large, medium, and small trees in a number of locations throughout the West and found that, on average, mature large trees deliver an annual net benefit two to six times greater than mature small trees:

### Mature tree size

The approximate tree size 40 years after planting.

### Relative Size at Maturity:

#### Small-stature

Less than 25 feet tall and wide with trunk diameters less than 20 inches.

#### Medium-stature

25 - 40 feet tall and wide with trunk diameters 20 - 30 inches.

#### Large-stature

Greater than 40 feet tall and wide with trunk diameters commonly over 30 inches.



## Large Tree

- Total benefits/year = \$55
- Total costs/year = \$18
- Net benefits/year = \$37
- Life expectancy = 120 years
- Lifetime benefits = \$6,600
- Lifetime costs = \$2,160
- Value to community = \$4,440

## Medium Tree

- Total benefits/year = \$33
- Total costs/year = \$17
- Net benefits/year = \$16
- Life expectancy = 60 years
- Lifetime benefits = \$1,980
- Lifetime costs = \$1,020
- Value to community = \$960

## Small Tree

- Total benefits/year = \$23
- Total costs/year = \$14
- Net benefits/year = \$9
- Life expectancy = 30 years
- Lifetime benefits = \$690
- Lifetime costs = \$420
- Value to community = \$270






—hypothetical case using data for trees at year 30, projected to life expectancy from McPherson, E.G.; et. al. 2003. Northern mountain and prairie community tree guide: benefits, costs and strategic planting. Center for Urban Forest Research, Pacific Southwest Research Station, USDA Forest Service. 92p.





# Fact Sheet: Making the Case for Large Trees



## Large-stature trees need to be “marketed” as maximizing urban benefits:


-  Cooling the air
-  Shading paved surfaces
-  Improving air and water quality
-  Preventing water runoff and soil erosion
-  And enhancing residential and commercial value

Even with these well-documented benefits, the challenges for increasing the number of large trees are consistently related to construction and preservation issues, space and persuading the community. Increasing the number of larger trees requires a combination of strategies that address these obstacles.


## Construction and preservation obstacles


Consider both the preservation and planting of large trees in planning and design. Preserving large trees during construction:

-  Start early in the process.
  - Designate which trees need to be preserved. Larger more mature trees (that are in good condition) provide more value and benefits than smaller ornamental trees.
-  Advise construction management of project schedules related to season-specific activities such as root pruning, fertilization, and insect control.


-  Educate construction crews and the community about their role in preserving trees:

- Soil compaction
- Trunk and branch damage
- Over or under watering
- Chemical spills

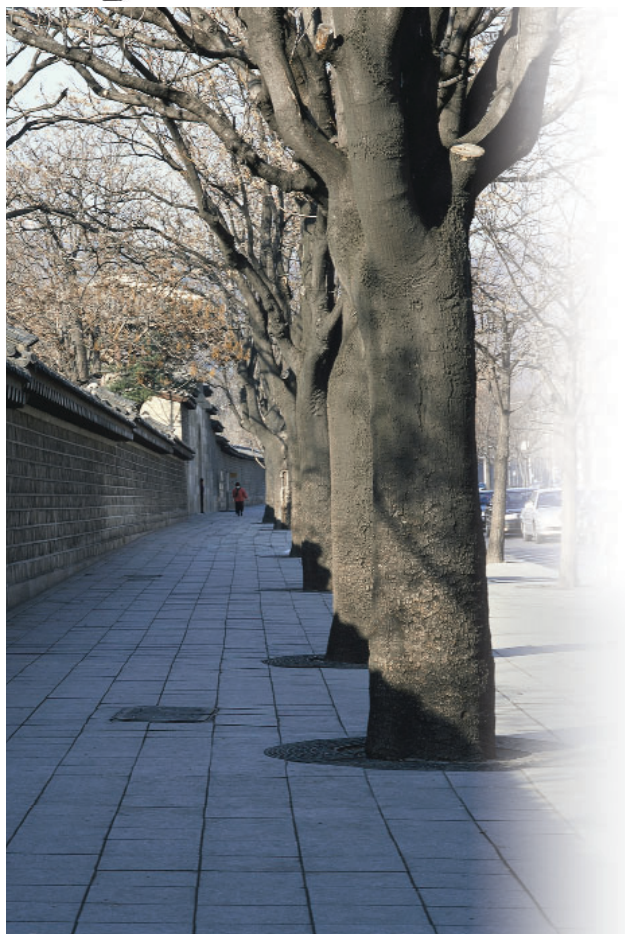
-  Pay careful attention to accidental damage, utility activities, or onsite crews that may impact the root system or soil composition.

-  Accommodate utility lines near the critical root zone (CRZ), especially for larger trees by:

- Tunneling under the tree root mat to install utility lines. This does little damage compared to trenching through the roots.
- Use a pneumatic excavating tool for excavation work that must happen inside the CRZ. This tool can remove soil around tree roots without harming them.

-  At the end of construction, plan for additional care as part of a recovery phase including watering, insect and disease control, and pruning.

- adapted from work by Charlotte King, President, Snowden & King Marketing Communications



### Finding space

Accommodating larger trees is an ongoing challenge that is complicated by the competing needs for utility lines and impervious surfaces. Here are a few suggestions to address the issue of space during the planning and design phase:

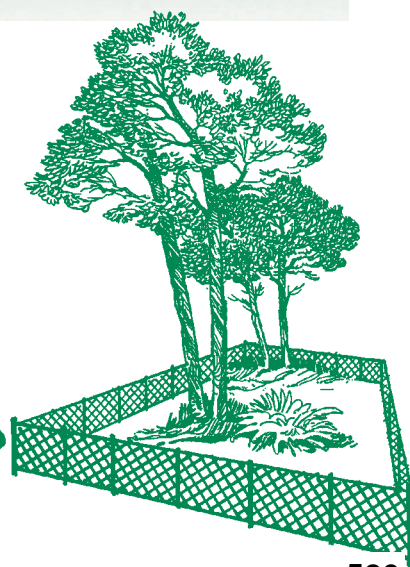
- Recommend planting large-stature trees as part of transportation corridors whenever possible.
- Tree roots generally stay in the upper 18 inches of soil; therefore, ensure that pipes such as gas, electric, communication and water are installed deeper and use the space above for trees.
- A new publication, “Reducing Infrastructure Damage by Tree Roots: a Compendium of Strategies,” clearly outlines ways to install large trees in limited space so they coexist in harmony with hardscape. It is available through the Western Chapter ISA at <http://www.wcisa.net>.

*This fact sheet is provided for you to copy and distribute. Please credit the Center for Urban Forest Research, Pacific Southwest Research Station, USDA Forest Service, Davis, California and the Southern Center for Urban Forestry Research & Information, Southern Research Station, USDA Forest Service, Athens, Georgia. 2004*

## Persuading the Community

**Y**ou are the tree expert, and the public is looking to you for guidance and best practices that they can rely on for critical decisions related to budgeting, construction, esthetics, and long-term environmental impact. You also have an opportunity to talk with them about selection, preservation, and critical maintenance of trees, and persuade them that the benefits of larger trees far outweigh the costs:

1. Explain the benefits of the larger trees and point out the obstacles. Discuss ways to mitigate these obstacles as described above in terms of construction, preservation, or space.
2. Play an active role in the construction process to limit the damage done to trees, and identify post-construction tree care. Make sure the community understands the ongoing tree care requirements.
3. Increase your “marketing expertise” in leveraging the value of community partners, media recognition, or historic preservation status. A little recognition combined with community education can make a big difference in changing the commitment to including larger trees in community projects.





## Applying mulch

- Apply mulch so it covers the sides of the root ball. Be sure that when you are finished planting, there is no mulch or just a thin layer (1-2 inches deep) of mulch over the top of the root ball.
- DO NOT pile mulch against the tree trunk.

## Watering after planting

- Irrigate daily for 1 week, then irrigate every two days for 4-6 weeks. Continue once a week watering for 1-2 years.
- Apply 3 gallons per inch of trunk diameter to the root ball each time you irrigate. Apply the water so that it soaks into the root ball.



*Enjoy your tree!*

If you have other questions, please contact

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**Escambia County Extension**

850-475-5230

**Jimmie Jarratt**

Urban Forester  
Escambia County  
Neighborhood & Environmental  
Services Department  
Jimmie\_jarratt@co.escambia.fl.us  
850-595-3535

Or visit these websites:

[http://escambia.ifas.ufl.edu/FYN\\_Index.htm](http://escambia.ifas.ufl.edu/FYN_Index.htm)

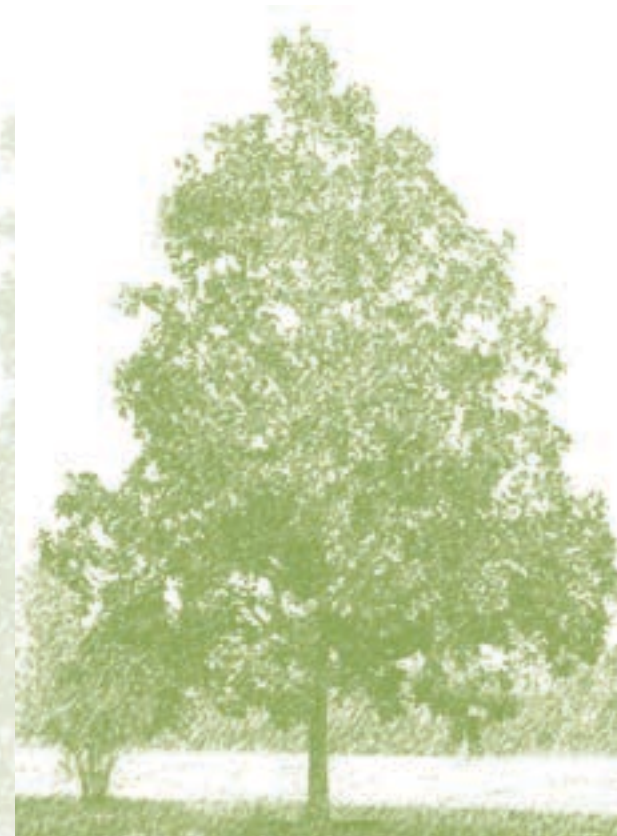
[www.floridayards.org](http://www.floridayards.org)



# Planting Trees

*More than digging a hole!*

A Guide for Homeowners





## Why plant trees?

Your new tree will provide many benefits to your home. Trees not only provide wildlife habitat and add beauty and grace to your home, but they also improve air quality by producing oxygen and removing carbon dioxide. Trees help control stormwater runoff, moderate temperatures, buffer wind, and reduce energy use. Trees positively affect property values and provide privacy.

## How to plant your tree

Successful tree planting does not happen by chance--it requires thought, planning, and attention to detail. Read these steps prior to and while planting your new tree. For more detailed information visit: <http://hort.ifas.ufl.edu/woody/index.htm>.



## Before you start

Select a planting site. Look up and around. If there is a power line, security light, sidewalk, driveway, or building nearby that could interfere with proper development of the tree canopy and root system as it grows, plant elsewhere. Keep in mind that the root system will stretch out 2-3 times as far as the branch canopy!

## Digging the hole

- Measure the root ball. Dig the hole this deep or slightly shallower than this depth. *Important: Do not dig the hole deeper than the root ball.*
- Dig the hole at least 3 -5 times the width of the root ball.
- Loosen the soil in the hole with a shovel, or another tool.

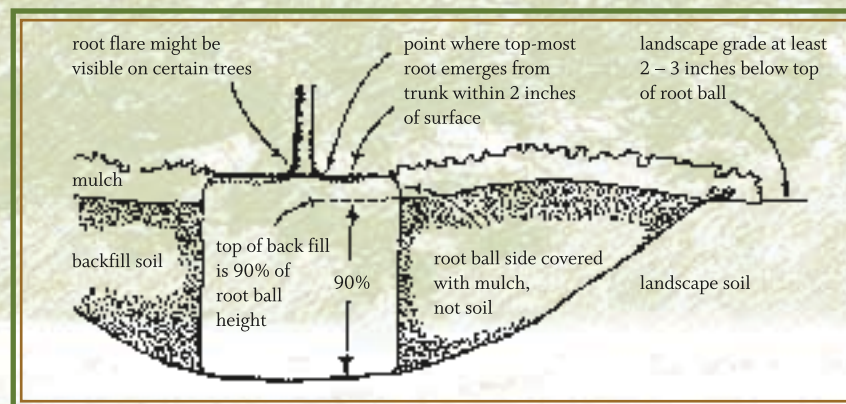
## Placing the tree in the hole

- Remove all synthetic materials from around the trunk and root ball. String, rope, synthetic burlap, strapping, plastic, and other materials that will not decompose in the soil must be removed at planting.
- Position the root ball in the hole shallow enough so the topmost root flare is at the same level as the landscape soil. You may need to scrape away soil from the top of the root ball to find this level.
- Cut any roots that circle the top of the root ball.
- Straighten the tree in the hole. View the tree from two directions perpendicular to each other to confirm the tree is straight. Fill in with more backfill soil to secure the tree in the upright position.



## Filling in the hole

- Backfill hole with remaining soil and landscape soil to a level slightly lower than the top of the root ball. Attempt to break up any soil clumps as much as possible. *Note: The top 1 to 2 inches of the root ball will be above grade.*
- DO NOT step firmly on the backfill soil because this could compact it and restrict root growth. Instead, water the soil to allow backfill to settle and add soil as necessary.



# Trees

## Power Outages

Trees and branches that fall on or grow into power lines are one of the main causes of power outages in our area. So before you plant a tree, please take into account the size it will grow as it matures — and the location of overhead lines. Every year, customers plant trees too close to existing power lines. These can become a potential hazard to public safety and reliable electric service and must be trimmed.

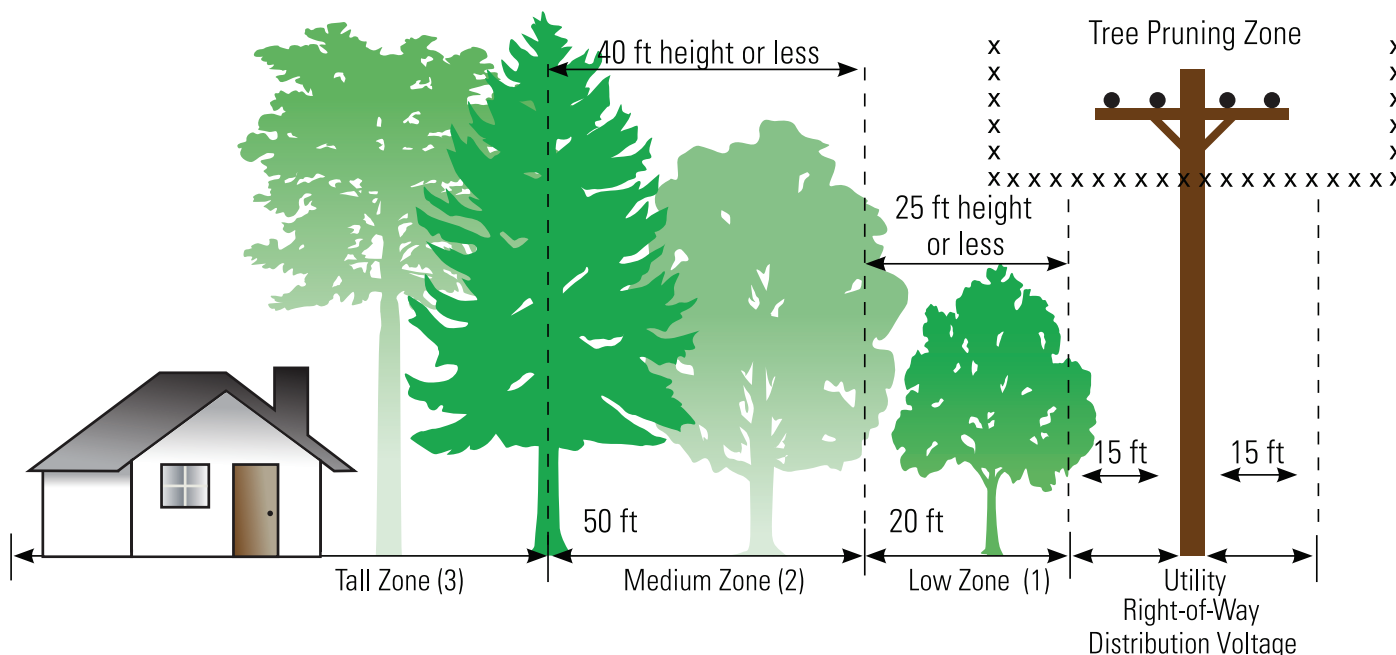
Gulf Power only trims trees near our primary lines going from pole to pole (in the right-of-way). We do not trim trees on your property from the pole to the house (called a service drop). If you need to trim the trees on your property, Gulf Power will come out and disconnect and reconnect your service for free.

## When planting, please follow these guidelines:

- Small trees (Low Zone) can be planted near power lines.
- Medium-sized trees (Medium Zone) should be planted 25 to 40 feet from power lines.
- Large trees (Tall Zone) should be planted more than 50 feet from power lines.

## Safety

Tree limbs that are too close to power lines may become energized or may break and fall, bringing the power lines to the ground. If this occurs, stay away from the lines and call 911 immediately. For more information on trees that can be planted near power lines, please visit or contact your local nursery or the County Extension Service.



For all tree and vegetation concerns, please email [treegulf@southernco.com](mailto:treegulf@southernco.com) or call Customer Service at 800-225-5797.



# Wind Resistant Tree Species

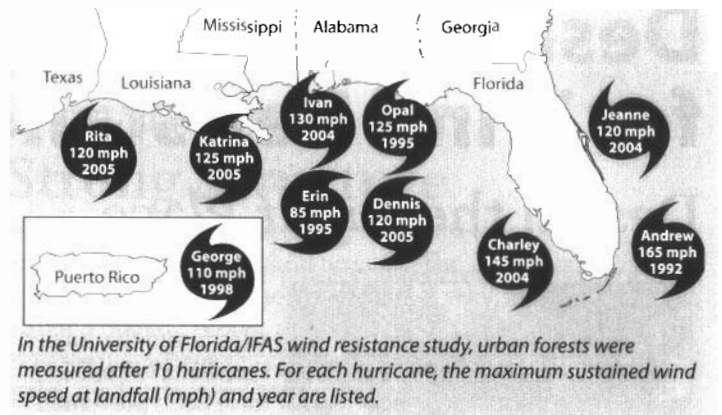
These wind resistant tree lists were developed from research of ten hurricanes which struck the Southeast U.S. Coastal Plain, South Florida and Puerto Rico between 1992 and 2005. In addition, a survey of arborists, scientists and urban foresters contributed information to rank wind resistance. The recommended tree species are divided into the Southeast U.S. Coastal Plain region (which includes USDA hardiness zones 8 and 9) and Tropical and Subtropical regions (including USDA hardiness zones 10 and 11).

## U.S. Southeast Coastal Plain

American hophornbeam, *Ostrya virginiana*  
 Baldcypress, *Taxodium distichum*  
 Beech, blue, *Carpinus caroliniana*  
 Chickasaw plum, *Prunus angustifolia*  
 Common persimmon, *Diospyros virginiana*  
 Crape myrtle, *Lagerstroemia indica*  
 Dogwood, *Cornus florida*  
 Fringe tree, *Chionanthus virginicus*  
 Hickory, Florida scrub, *Carya floridana*  
 Hickory, mockernut, *Carya tomentosa*  
 Hickory, pignut, *Carya glabra*  
 Holly, American, *Ilex opaca*  
 Holly, dahoon, *Ilex cassine*  
 Holly, yaupon, *Ilex vomitoria*  
 Inkberry, *Ilex glabra*  
 Magnolia, saucer, *Magnolia x soulangiana*  
 Magnolia, southern, *Magnolia grandiflora*  
 Magnolia, sweetbay, *Magnolia virginiana*  
 Maple, Florida sugar, *Acer saccharum* subsp. *floridanum*  
 Maple, Japanese, *Acer palmatum*  
 Oak, live, *Quercus virginiana*  
 Oak, myrtle, *Quercus myrtifolia*  
 Oak, post, *Quercus stellata*  
 Oak, sand live, *Quercus geminata*  
 Oak, Shumard, *Quercus shumardii*  
 Oak, swamp chestnut, *Quercus michauxii*  
 Oak, turkey, *Quercus laevis*  
 Podocarpus, *Podocarpus* spp.  
 Pondcypress, *Taxodium ascendens*  
 Redbud, *Cercis canadensis*  
 River birch, *Betula nigra*  
 Sparkleberry, *Vaccinium arboreum*  
 Sweetgum, *Liquidambar styraciflua*  
 Tupelo, black, *Nyssa sylvatica*  
 Tupelo, water, *Nyssa aquatica*  
 White ash, *Fraxinus americana*  
 Winged elm, *Ulmus alata*

## Palms

Cabbage, *Sabal palmetto*  
 Date, Canary Island, *Phoenix canariensis*  
 Date, *Phoenix dactylifera*  
 Pindo, *Butia capitata*



## Tropical and Subtropical

Baldcypress, *Taxodium distichum*  
 Buttonwood, *Conocarpus erectus*  
 Cocoplum, *Chrysobalanus icaco*  
 Crape myrtle, *Lagerstroemia indica*  
 False tamarind, *Lysiloma latisiliquum*  
 Geiger tree, *Cordia sebestena*  
 Gumbo limbo, *Bursera simaruba*  
 Hickory, Florida scrub, *Carya floridana*  
 Holly, dahoon, *Ilex cassine*  
 Ironwood, *Krugiodendron ferreum*  
 Lignumvitae, *Guaiacum sanctum*  
 Lychee, *Litchi chinensis*  
 Magnolia, southern, *Magnolia grandiflora*  
 Magnolia, sweetbay, *Magnolia virginiana*  
 Mahogany, *Swietenia mahagoni*  
 Mastic tree, *Sideroxylon foetidissimum*  
 Oak, live, *Quercus virginiana*  
 Oak, sand live, *Quercus geminata*  
 Paradise tree, *Simarouba glauca*  
 Pigeon plum, *Coccoloba diversifolia*  
 Podocarpus, *Podocarpus* spp.  
 Pondapple, *Annona glabra*  
 Pondcypress, *Taxodium ascendens*  
 Satinleaf, *Chrysophyllum oliviforme*  
 Sea grape, *Coccoloba uvifera*  
 Stopper, boxleaf, *Eugenia foetida*  
 Stopper, redberry, *Eugenia confusa*  
 Stopper, white, *Eugenia axillaris*  
 Sweetgum, *Liquidambar styraciflua*  
 Tupelo, black, *Nyssa sylvatica*

## Palms

Alexander, *Ptychosperma elegans*  
 Areca, *Dypsis lutescens*  
 Bottle, *Hyophorbe lagenicaulis*  
 Blue latan, *Latania loddigesii*  
 Cabbage, *Sabal palmetto*  
 Chinese fan, *Livistona chinensis*\*  
 Coconut, *Cocos nucifera*  
 Date, Canary Island, *Phoenix canariensis*  
 Date, *Phoenix dactylifera*  
 Date, pygmy, *Phoenix roebelenii*  
 Fishtail, *Caryota mitis*  
 Florida silver, *Coccothrinax argentata*  
 Manila, *Adonidia merrillii*  
 Pindo, *Butia capitata*  
 Royal, *Roystonea elata*  
 Spindle, *Hyophorbe verschaffeltii*  
 Thatch, key, *Thrinax morrisii*  
 Thatch, Florida, *Thrinax radiata*  
 Triangle, *Dypsis decaryi*

\* Caution: manage to prevent escape (as recommended by IFAS <http://plants.ifas.ufl.edu/assessment.html>)

We present these lists with the caveat that no tree is perfectly wind-proof and that many other factors contribute to wind resistance including soil conditions, wind intensity, previous cultural practices, tree health and age. These lists do not include all trees that could be wind resistant. They list those species encountered during our studies in large enough numbers to run statistical comparisons.

## Southern Escambia County, Florida's Urban Forests<sup>1</sup>

Francisco Escobedo, Sebastian Varela, Christina Staudhammer, Benjamin Thompson, and Jimmie Jarratt<sup>2</sup>

### Introduction

The urban forest provides a community numerous benefits and is composed of a mix of native and non-native species. The mix of tree sizes and conditions, as well as the distribution of trees is determined by climate, urbanization patterns, and human preferences. To better understand southern Escambia County's urban forest and its social, economic, and environmental benefits, we developed this publication to help assess: 1) composition and structure, 2) canopy cover, 3) carbon sequestration and storage, 4) air pollution removal, and 5) energy effects on residential buildings. We then compare southern Escambia County's urban forest with forests in other cities in the state of Florida. The information in this publication can provide useful benchmarks and information to urban foresters, residents, and planners so they can better manage this resource (Escobedo et al. 2007).

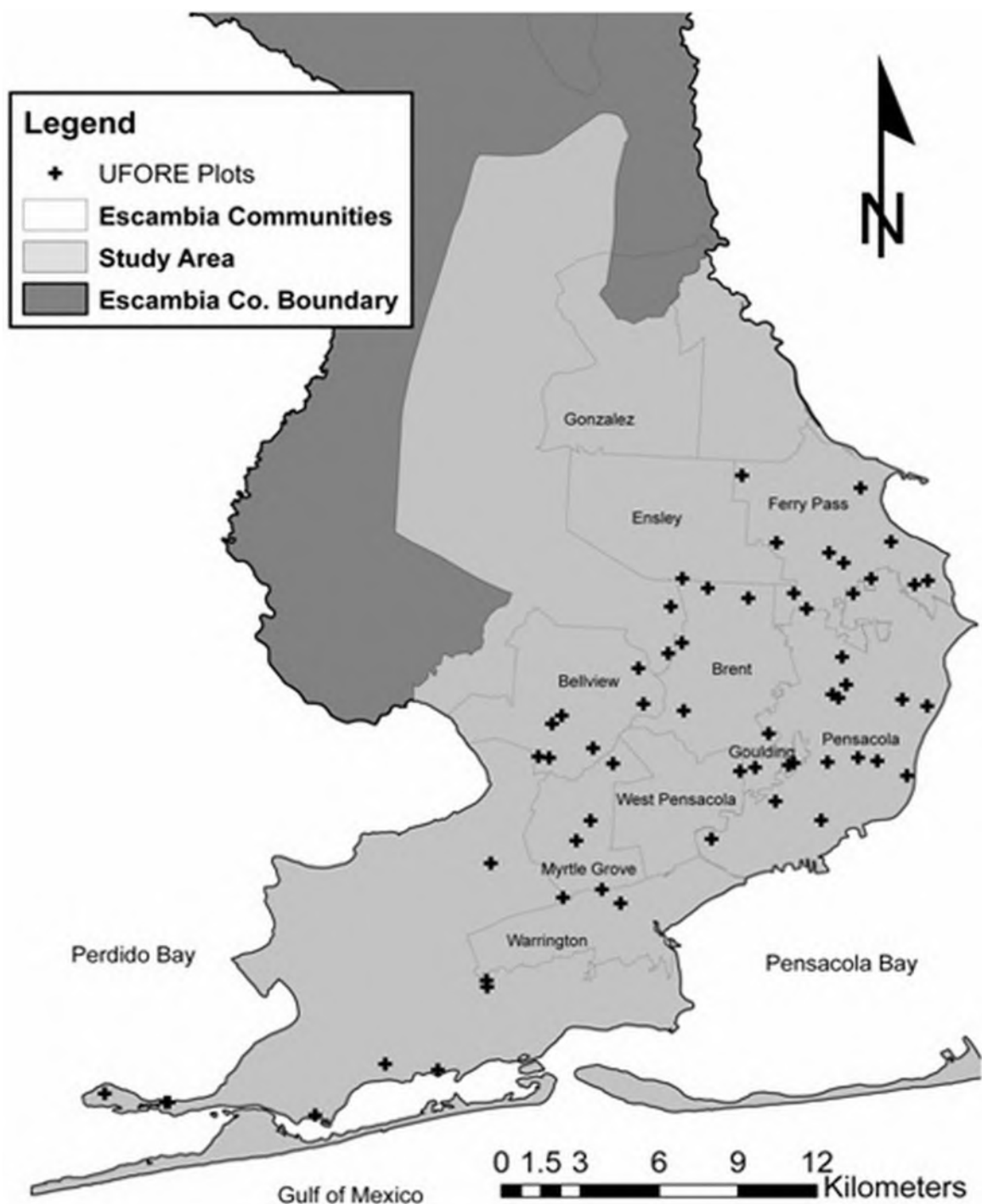
### Methodology

Data was collected by sampling 79, random, 0.04-ha (0.10-acre) plots during 2008 over an area of 2,289 hectares (ha) (5,654 acres) in southern Escambia County, Florida (Figure 1). In these plots we measured tree diameter at breast height (DBH) (e.g. woody species with DBH greater than 2.5 cm regardless of growth habit), species, height, crown characteristics, location, as well as distance and direction relative to residential buildings. We also collected information on tree canopy cover, land use conditions, and shrub and surface cover. The data were analyzed using USDA Forest Service's Urban Forest Effects (UFORE) model (<http://www.ufore.org>). Key parameters estimated by the model include *leaf area*, which is the sum of all tree leaf surfaces; *carbon storage*, which in our model is the proportion of woody biomass held in the tree's stem and branches over its lifetime; and *carbon sequestration*, which is the estimated amount of annual carbon removed by trees through their growth.

1. This document is FOR231, one of a series of the School of Forest Resources and Conservation Department, Florida Cooperative Extension Service, Institute of Food and Agricultural Sciences, University of Florida. Original publication date December 2009. Visit the EDIS Web Site at <http://edis.ifas.ufl.edu>.

2. Francisco Escobedo, assistant professor; Sebastian Varela, research technician; Christina Staudhammer, assistant professor; Benjamin Thompson, graduate research assistant; and Jimmie Jarratt, environmental specialist, Escambia County, Florida; School of Forest Resources and Conservation, Institute of Food and Agricultural Sciences, University Florida





**Figure 1.** Urban forest effects (UFORE) analysis in the southern Escambia County area.

To estimate carbon storage, the model uses the relationship between a tree's size and its dry weight biomass (Escobedo et al 2009c). Approximately 50% of a tree's dry weight biomass is carbon. The average annual growth for specific types of trees, as well as their size, and condition were accounted for in estimating carbon sequestration rates (Nowak and Crane 2002). Since carbon sequestered by trees is

often exchanged in markets in units of carbon dioxide, carbon estimates were converted to carbon dioxide (CO<sub>2</sub>) equivalents by multiplying by 3.67. Values were multiplied by \$4 per metric ton of CO<sub>2</sub> equivalents (\$4/mtCO<sub>2</sub>) based on the current market value (August 2008) on the Chicago Climate Exchange (2008).

The amount of air pollution removal by trees in southern Escambia County was estimated using tree cover and leaf area data as well as available hourly pollution and weather data for 2000. The amount of pollution removal was calculated for ozone ( $O_3$ ), sulfur dioxide ( $SO_2$ ), nitrogen dioxide ( $NO_2$ ), carbon monoxide ( $CO$ ), and particulate matter less than ten microns ( $PM_{10}$ ). Finally, estimates of urban tree effects on residential buildings energy use (e.g. heating and cooling) were based on field measurements of the distance and direction of trees greater than 20 feet tall relative to space-conditioned residential buildings less than 2 stories high. The UFORE model also incorporated tree type (e.g. evergreen or deciduous), building type and age, regional climate characteristics, and common carbon dioxide emissions from the generation of electricity in the southeastern United States (McPherson and Simpson 1999, Nowak and others 2006).

### Urban forest structure and composition

Southern Escambia County's urban forest was composed of a relatively diverse number of species (Escobedo et al. 2009a). A total of 616 trees were measured and 65 different species were identified. Approximately 13 percent of all trees sampled were non-native to the state of Florida. Increased tree diversity can minimize the overall impacts by a species-specific insect or disease. An increase in the number of exotic-invasive plants can pose a risk to native plants if these out-compete and displace native plants.

The 10 most common species accounted for 82 percent of all trees. The three most common species in the city were laurel oak (*Quercus laurifolia*), swamp cypress (*Cyrilla racemiflora*), and loblolly pine (*Pinus taeda*), at 38, 10, and 8 percent of the total tree population, respectively (Figure 2). Tree composition varied by land use. Chinese tallow tree (*Triadica sebifera*; 71 percent) dominated commercial lands, crape myrtle (50 percent) dominated industrial lands, and laurel oaks dominated residential areas (22

percent) as well as forest and vacant lands (46 and 33 percent, respectively).

The study area had an estimated 720,720 trees. Trees with diameters at breast height between 2.5 and 13 cm (1 and 6 inches) account for 80 percent of southern Escambia County's total tree population. This is not uncommon for urban forests (Escobedo et al 2009a). The highest tree density occurs on forest lands with 1,705 trees per hectare (690 trees/acre) followed by vacant lands with an average of 890 trees per ha (360 trees/acre), followed by residential areas with 141 trees/ha (57 trees/acre) and then by commercial and industrial lands both with 49 trees/ha (20 trees/acre) (Figure 3). The average tree density in southern Escambia County, taking into account all of its land uses, is 315 trees/ha (127 trees/acre), which is greater than many other cities in the United States, which average 14 to 119 trees/acre (Nowak and others 2006). The high average number of trees per acre in southern Escambia County might be due to the abundance of remnant, naturally forested areas with high regeneration rates in the understory and an abundance of smaller sized trees.

Tree crown condition also varies by land use. Overall, 78 percent of the trees were classified as being in good and excellent condition, and 14 percent were classified as being in poor condition, declining, or dead. Industrial land use had the greatest percentage of excellent and good trees, whereas forest land use had the highest percentage of trees with poor or worse condition most likely due to lack of active tree maintenance, past hurricanes impacts and removals.

In summary, a large percentage of southern Escambia County's trees are smaller, which, in most cases, indicates a younger urban forest. Many different native trees can be found throughout the city. More than a half of all trees are found on forested lands. Land use change and hurricane impacts could have affected the urban forest structure assessed in this publication.

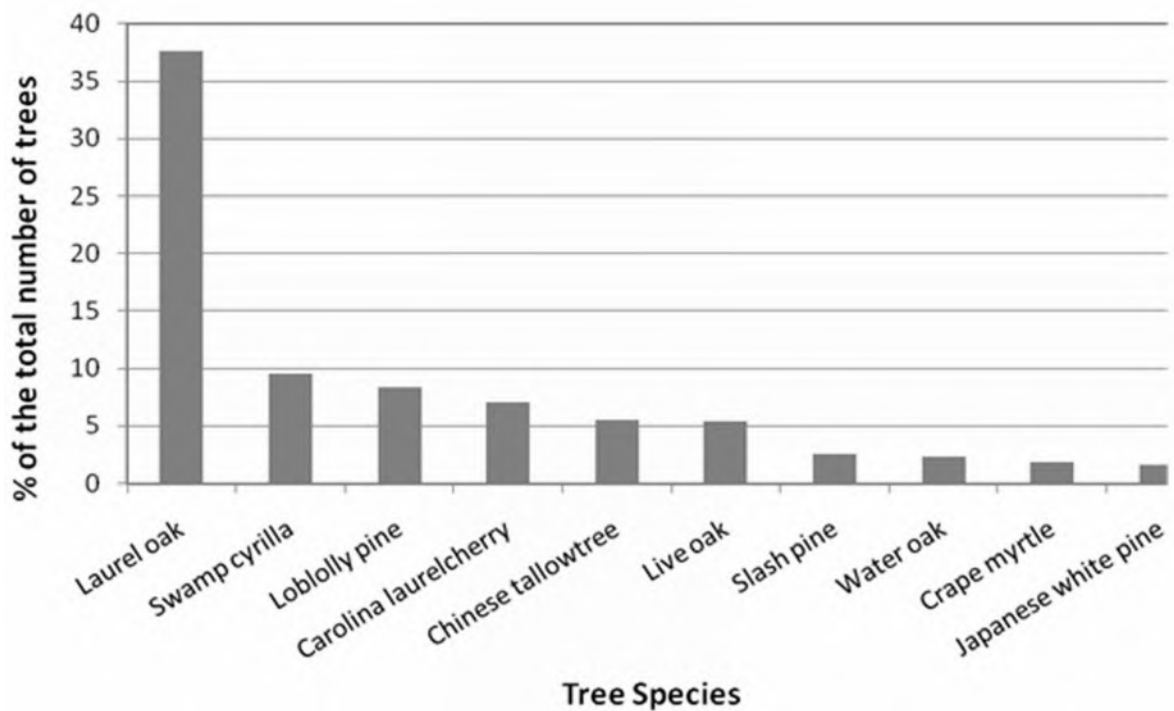


Figure 2. Top 10 most common trees sampled in southern Escambia County's urban forest in 2008.

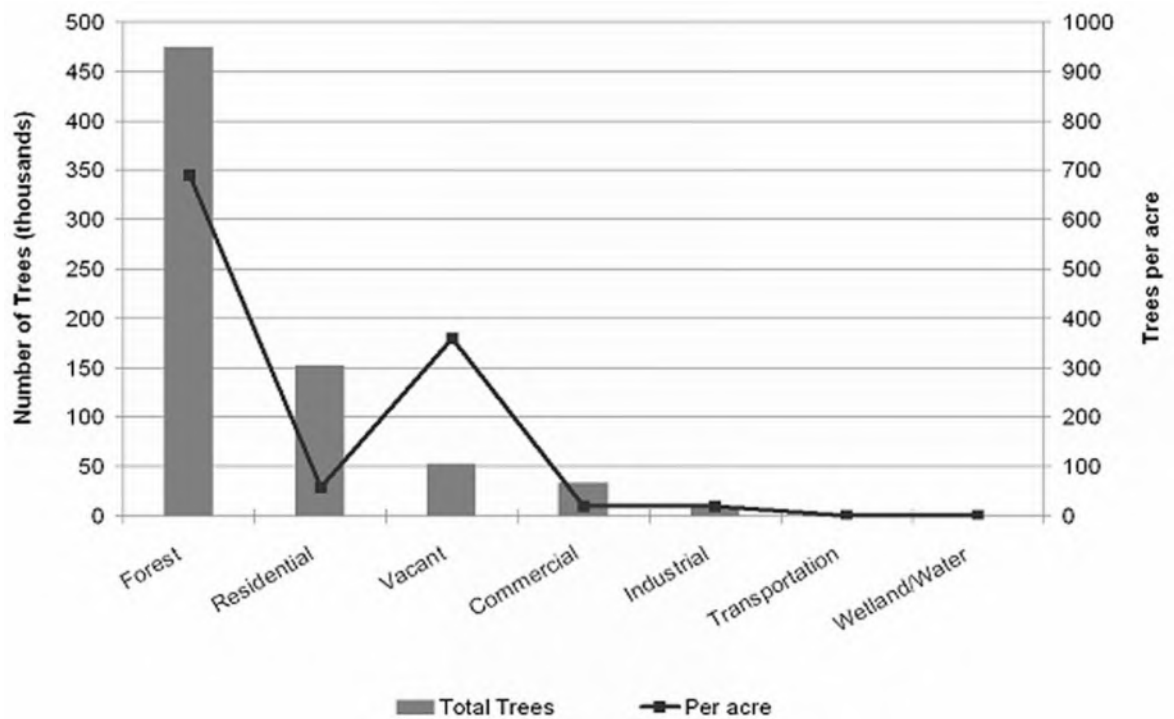


Figure 3. Tree distribution by land use of southern Escambia County's urban forest.

**Canopy cover, ground cover and leaf area**

Most ecosystem services from trees are linked directly to the amount of healthy urban forest canopy cover (Escobedo et al 2008b). Urban forest cover is dynamic and changes over time due to factors such as

urban development, hurricanes, removals, and growth. The amount of a city's canopy cover depends on its land use, climate, and people's preferences. This section examines how tree composition and location influence urban forest canopy and leaf area, and how tree and ground surface covers vary across southern Escambia County.

Results obtained from the UFORE model and field data indicate *tree cover* in southern Escambia County was 14 percent while *shrub cover*, often present under trees, was 24 percent. Herbaceous surface cover (e.g. lawns, gardens, pastures) was 41 percent, impervious surface cover (e.g. concrete, roads, tar) was 22 percent, and buildings covered 11 percent of southern Escambia County (Figure 4). The amount of urban forest and impervious cover is often used as an indicator or standard by planners to establish future goals and targets. Over half of all trees were found in residential, industrial and vacant areas. Impervious and building surfaces are predominantly found in transportation and commercial areas.

While all tree species contribute to the community's overall urban forest cover, some species contribute more than others because of their size (e.g., crape myrtle versus a live oak). Approximately 57 percent of southern Escambia County's tree cover is evergreen (evergreen trees maintain their leaves year round and provide year-round functions). In southern Escambia County, trees that dominate in terms of leaf area are laurel oak (*Quercus laurifolia*), live oak (*Quercus virginiana*), and swamp cypress (*Cyrilla racemiflora*). Tree species that dominate in terms of actual numbers are laurel oak, swamp cypress, and loblolly pine (*Pinus taeda*).

Figure 5 shows a comparison between the top ten tree species contributing to the canopy cover in southern Escambia County as defined by leaf area relative to their total numbers. For example, even though Carolina laurel cherry (*Prunus caroliniana*) and Chinese tallowtree are common in southern Escambia County, their overall leaf area contributes less to the area's canopy than their numbers would indicate. Live oaks, on the other hand, comprise only 5 percent of all trees in southern Escambia County, yet they contribute to 28 percent of the area's total leaf area.

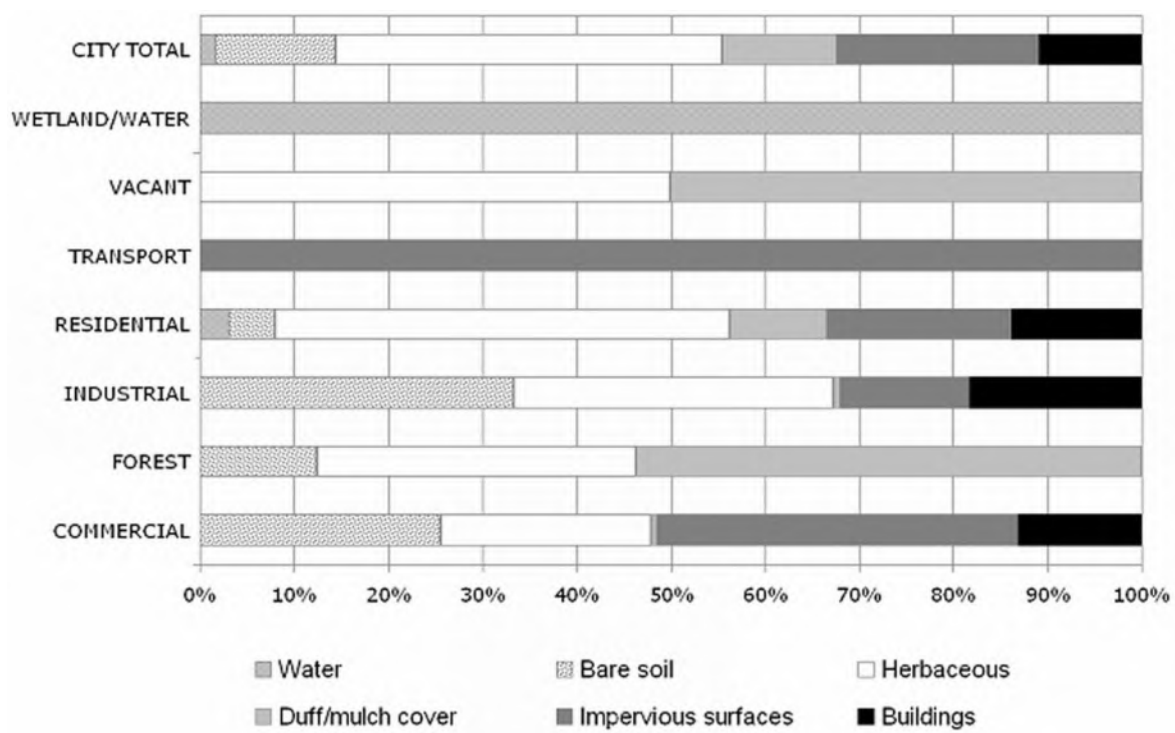
It is important to realize that urban forest cover can change over time due to urban development, windstorms, tree growth, and land use. Many tree benefits are linked directly to the amount of healthy leaf surface area (Escobedo et al 2008b). By planning and managing tree canopy cover and the extent by tree species, the urban forest manager can develop comprehensive management goals and objectives to improve ecosystem services.

## Carbon sequestration and storage

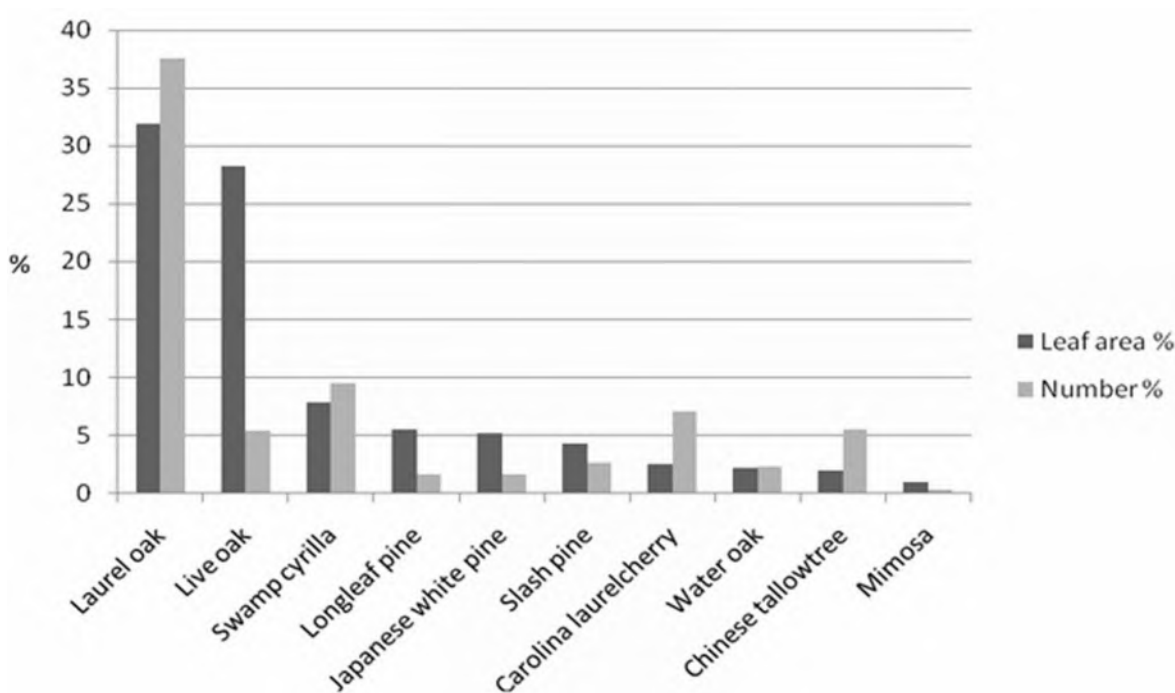
Climate change is an issue of global concern. Urban trees can help reduce concentrations of atmospheric carbon dioxide through their growth and by reducing energy use in buildings through shading and modifying winds. This reduction in building energy use can reduce carbon dioxide emissions produced at fossil-fuel based power plants as part of the process of generating electricity. By estimating the amount of carbon dioxide removed by trees and their shading and windbreak effects on buildings, we can determine the role of urban forests in mitigating climate change and also assign an economic value to the amount of carbon sequestered by an urban forest.

Young trees with a small DBH sequester little carbon due to the limited growth and size. Eventually if they continue to stay healthy and grow they will accumulate more carbon as their biomass increases. Large trees in southern Escambia County greater than 77 inches in DBH continue to sequester the most carbon (Table 1). Live oaks, laurel oaks and slash pines store 53, 27 and 4 percent of all carbon respectively. Laurel oaks, live oaks, and slash pine sequester 36, 32 and 3 percent of all carbon, respectively.

Healthier and larger trees sequester the greatest amount of carbon annually (Escobedo et al 2008c). As trees grow, they store more carbon by assimilating it in their woody tissue. As trees die and decay, they release much of the stored carbon back into the atmosphere. Southern Escambia County's trees sequestered 10,189 mtCO<sub>2</sub> per year with an economic value of \$56,411. Figure 6 depicts a comparison of the economic value and net carbon dioxide sequestered by trees located in areas dedicated to

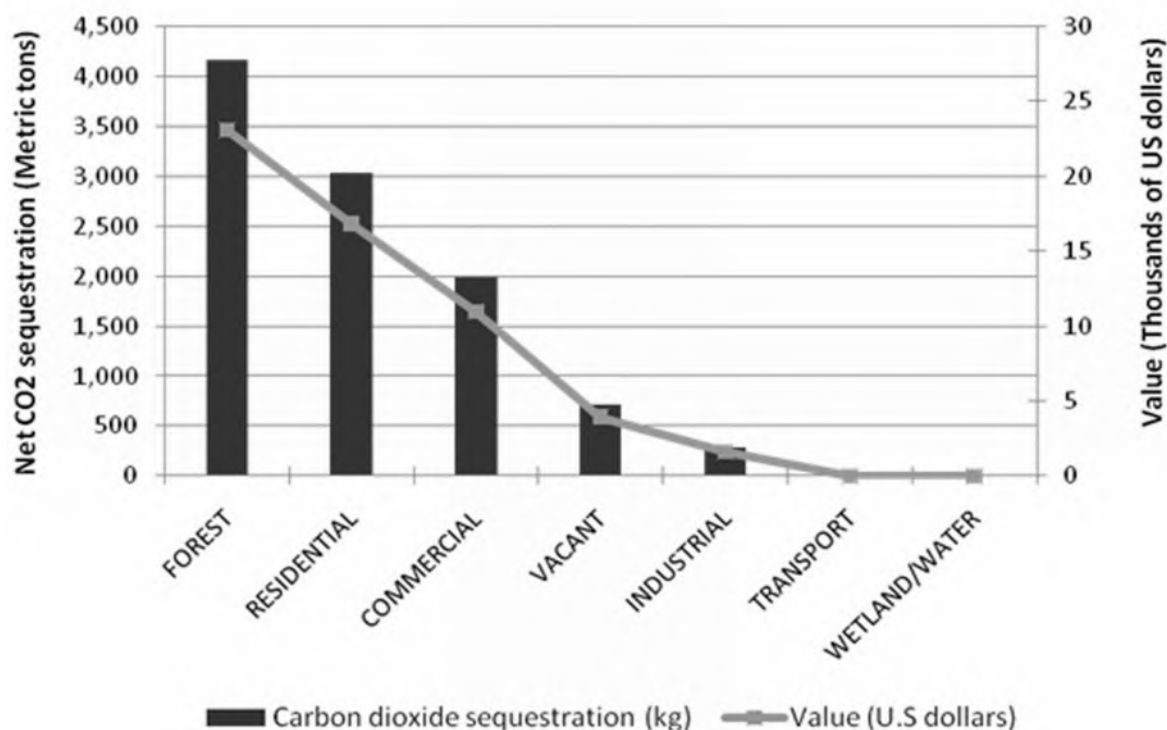


**Figure 4.** Surface ground covers by land use in southern Escambia County's urban forest.



**Figure 5.** The top ten trees with highest total leaf area compared to their numbers in southern Escambia County's urban forest.

different land uses. Trees located on forest lands sequester more CO<sub>2</sub> than residential due to greater tree density in forest versus residential land uses.



**Figure 6.** Net CO<sub>2</sub> sequestration per land use area and its associated value in southern Escambia County's urban forest.

## Air pollution removal

On average, 1 square meter of tree cover removes 7 grams of air pollutants in southern Escambia County. Total pollution removal was greatest for particulate matter less than ten microns, followed by ozone, carbon monoxide, nitrogen dioxide and sulfur dioxide. Figure 7 compares the pollution removed and the resulting economic health benefits to society at large. It is estimated that annually trees in the study area removed 25 tons of air pollution (CO, NO<sub>2</sub>, O<sub>3</sub>, PM<sub>10</sub>, SO<sub>2</sub>). This is approximately \$146,000 US dollars in health benefits per year.

## Energy effects on residential buildings

Trees affect energy use by shading buildings, reducing temperatures by providing evaporative cooling, and blocking winter winds. Trees tend to reduce building air conditioning use in the summer months and can either increase or decrease building

energy use in the winter months depending on the location of trees relative to a building. Based on the size of a building and the surrounding trees, we can place an economic value on the effects on energy use in residential buildings (Escobedo et al 2008d).

Based on the 2007 average retail price of electricity in Florida (EIA 2007), trees in southern Escambia County are estimated to provide about \$306,000 in savings due to reduced air conditioning and heating use. However, trees can also increase heating use in winter by approximately \$32,000 dollars annually due to the shading of the sun which results in increased heating. Table 2 provides a breakdown of the air conditioning and heating use and price savings as well as heat emissions costs by residential trees.

Trees clustered together near a building can create a microclimate cooling system via evapotranspiration (the evaporation of water from plant surfaces and bodies of water) and shade. Finally, trees properly positioned around a building can direct wind air flow to the building to help cool it down in warmer months or away from the building to



diminish cooling effects during cooler months (Meerow and Black 2003).

The placement of trees around a building can influence the amount of energy required to maintain acceptable temperatures inside the building. Trees planted on the west side block the increase of solar heat in the afternoon during summer, and trees on the east and south sides of the house will block the solar heat in the summer. In more northerly areas of Florida, the same trees will increase the heating requirement for the structure in the winter if they are not deciduous trees (McPherson and others 1999). This negative shading effect is caused by evergreen trees blocking solar heat from reaching a structure to warm it during north Florida's colder months. Relying on the principle of "the right tree in the right place" will allow the sun's heat to reach a structure if deciduous trees, which lose their leaves in the fall, are planted on the south and east sides. Ultimately homeowners determine how cool or warm they prefer the inside of their homes to be and tree placement effects may vary from person to person and home to home.

By influencing energy production in power plants, trees can also affect emissions of carbon dioxide ( $\text{CO}_2$ ) and other green house gases. In doing so trees can indirectly lower (or increase)  $\text{CO}_2$  emissions by power plants and this offset of avoided emissions can result in economic savings to the community (McPherson and others 1999). Using the average price of  $\text{CO}_2$  on the Chicago climate exchange of \$4 per ton of  $\text{CO}_2$  emissions avoided (August 2008), the effect of trees on residential building energy use can result in \$13,770 in benefits and \$3,377 in costs; a benefit-cost ratio of 4:1. Table 3 provides a breakdown of the energy savings and costs due to southern Escambia County's urban forests.

In summary, it is important for homeowners to plant trees in the right place to maximize cooling benefits in the summer and solar heat gain in the winter. See Meerow and Black (2003) for more specific landscaping suggestions. It is important to consider that energy savings are also affected by the occupant's use of the air conditioning and heating systems as well as the energy use efficiency characteristics of buildings and heating-cooling units

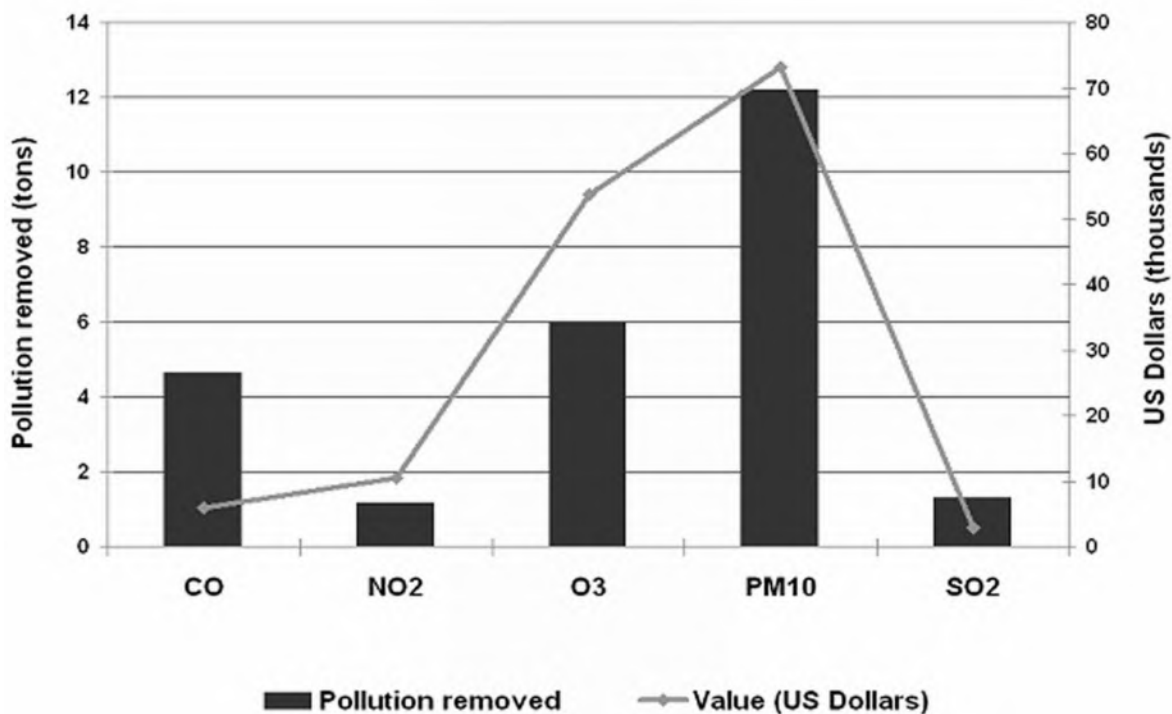
(Escobedo et al 2008d). It is important for homeowners and landscape architects to carefully consider placement of trees around structures to maximize energy benefits.

## **Comparing southern Escambia County's urban forest with others in Florida**

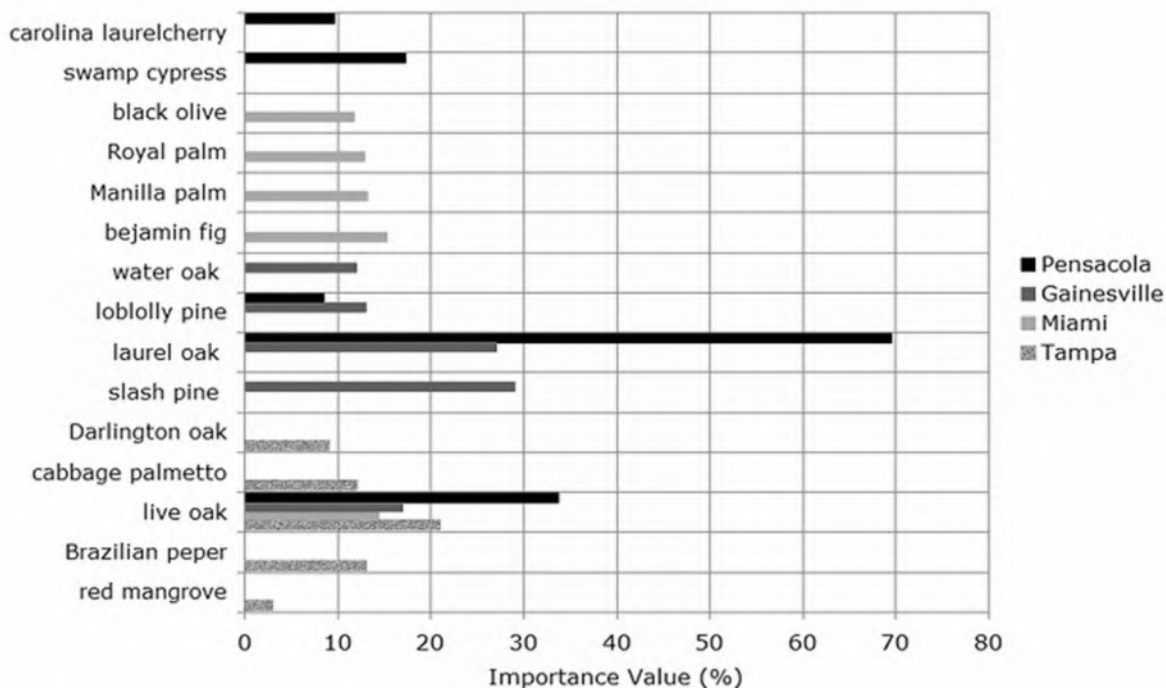
It can be difficult to determine which tree species are the most important contributors to an urban forest. This is because certain species are numerous in an urban forest yet they have low leaf area and vice versa. But in general there are some methods to determine the overall role of a particular tree species in the urban forest. Ecologists overcome this uncertainty by calculating the Importance Value (IV) for each species based on its relative frequency (% of population) and relative leaf area. When these values are summed the IV can be used to standardize tree species and rank and compare the importance of tree species (Figure 8). Laurel and live oak are particularly important species in southern Escambia County relative to other tree species found in other urban areas in Florida. Certain tree species are found in high numbers only in southern Escambia County, while others are found only in other Florida cities.

Urban forests in southern Escambia County have a greater tree density (number of trees per hectare) in comparison to Gainesville, Miami-Dade County and Tampa (Table 4). Tree cover numbers in southern Escambia County are likely a result of the study area encompassing coastal, highly urbanized portions of the county. Larger trees in Gainesville might explain that city's larger amounts of carbon storage compared to other Florida cities.

The information presented in this document can be used to establish baselines and provide an insight into existing urban forest structure and its ecosystem services. It can be used to formulate management strategies and goals that maximize benefits and minimize safety risks to citizens. The information is especially useful for developing and establishing medium and long-term management goals and objectives (Escobedo et al. 2007). Understanding a community's urban forest structure, community perceptions and available resources can be used to maximize the benefits of an urban forest.



**Figure 7.** Comparison of the annual pollution removed in metric tons and the resulting health benefits in southern Escambia County.



**Figure 8.** Importance values for species found in southern Escambia County and other urban areas in Florida.

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**Table 1.** Comparison of estimated average carbon stored and sequestered per tree in one year by diameter at breast height (DBH) size classes in southern Escambia County.

DBH Class (cm)	Per Tree C Storage (kg)	Per Tree Net Sequestered (C kg/year)	Per Tree Net Sequestered (CO <sub>2</sub> kg/year)
0 – 15	22	4.0	14.7
16 – 30	250	16.8	61.6
31 – 45	604	18.5	67.9
46 – 60	1,169	35.6	130.6
61 – 76	2,664	72.7	266.4
77+	15,034	187.3	686.7

**Table 2.** The benefits and costs based on energy use effects due to tree shading, windbreak, and climate effects near residential buildings in southern Escambia County.

	MW <sub>h</sub> s <sup>1</sup>	Benefits*	Cost*
Heating avoided due to wind break	287	\$31,570	
Heating avoided due to tree effects on surrounding climate	460	\$50,600	
Air conditioning use avoided due to tree shading	1,481	\$162,910	
Air conditioning use avoided due to tree effects on surrounding climate	556	\$61,160	
Increased heating due to shading	294		\$32,340
Annual Sum of Benefits and Costs		\$306,240	\$32,340
1 Kwh = 0.001 megawatt hours (MWh), *assuming \$0.11 average price per kilowatt hour for Florida end-user (FIA 2007).			

**Table 3.** Annual energy savings and costs due to tree location around residential buildings in southern Escambia County.

	Benefit or Cost	C mt/yr	CO <sub>2</sub> mt/yr	US\$ CO <sub>2</sub> savings/year
Heating avoided due to windbreak	Benefit	239	877	3,509
Heating avoided due to local climate effects	Benefit	373	1369	5,476
Cooling avoided due to shading	Benefit	237	870	3,479
Cooling avoided due to climate effects	Benefit	89	327	1,307
Heating emissions due to shading	Cost	230	844	3,377

C, Carbon; CO<sub>2</sub>, Carbon dioxide

**Table 4.** Urban forest cover, composition and carbon storage for four cities within the state of Florida.

Urban area	Urban forest cover	Most common trees and palms (Average number of trees or palms per ha)	Average tree density (Number of trees/ha)	Average C storage kg/ha
<b>Gainesville</b>	Tree 50% Palm 1%	Laurel oak (23) Carolina laurel cherry (21)	242	30,800
<b>Southern Escambia County</b>	Shrub 16% Tree 13% Palm 1% Shrub 24%	Slash pine (15) Laurel oak (31) Chinese tallow tree (11) Carolina laurel cherry (9)	315	27,400
<b>Miami-Dade County</b>	Tree 9% Palm 3% Shrub 5%	Surinam cherry (6) Christmas palm (5) Live oak (5)	83	9,300
<b>Tampa*</b>	Tree 28% Palm 7% Shrub 14%	Black mangrove (30) White mangrove (16) Laurel oak (15)	257	15,331

\*[http://www.sfrc.ufl.edu/urbanforestry/Files/TampaUEA2006-7\\_FinalReport.pdf](http://www.sfrc.ufl.edu/urbanforestry/Files/TampaUEA2006-7_FinalReport.pdf)



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00758

City Council

7/21/2022

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### **DISCUSSION ITEM**

**SPONSOR:** City Council Member Sherri Myers

**SUBJECT:**

ENVIRONMENTAL ADVISORY BOARD (EAB) RECOMMENDATIONS REGARDING INTEGRATED PEST MANAGEMENT PROGRAM (IPM)

**SUMMARY:**

City Council referred to the EAB a request for recommendations regarding the development of an IPM suitable for use citywide, to include indoor applications.

The EAB met and developed recommendations based on Council's request.

This item provides the City Council with the opportunity to discuss those recommendations.

**PRIOR ACTION:**

July 7, 2022 - EAB met, discussed the IPM and issued their recommendations

June 2, 2022 - EAB met and discussed the IPM

May 12, 2022 - City Council referred to the EAB the development of an IPM suitable for use citywide

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

1) 22-07-07 - EAB Recommendations

**PRESENTATION:** No



City Council referred the following item to the Environmental Advisory Board:

That the Environmental Advisory Board (EAB) review, holistically, the city's current IPM and make recommendations regarding the development of an IPM suitable for use citywide, to include indoor applications. Further that any recommendations be sent to City Council within 60-days from the date of EAB's June Meeting

The EAB recognizes

1. That Integrated Pest Management (IPM) is an effective and environmentally sensitive approach to pest management. Information on the life cycles of pests and their interaction with the environment, in combination with available pest control methods, is used to manage pest damage by the most economical means, and with the least possible hazard to people, property, and the environment. IPM focuses on long-term solutions to pest issues rather than routine and repetitive use of pesticides.
2. IPM does not exclude the use of pesticides, but rather encourages the use of multiple mitigation approaches – and when deemed necessary, the application of pesticides that pose the least risk to people and the environment.

**The EAB recommends that the appropriate City person/department:**

1. Implement the IPM Plan developed for Athletic Fields in the City. Review annually to determine if updates are needed.
2. Apply the IPM Plan developed for Athletic Fields in the City to all City owned and operated property.
3. Develop and implement an IPM plan for use in buildings that are owned and operated by the City. Review annually to determine if updates are needed.
4. Included in the IPM, develop and utilize action thresholds (a decision tree) to determine the most appropriate, least invasive approach to pest control.
5. Use the various resources available online such as the Environmental Protection Agency or IFAS for guidance.
6. Limit the use of liquid sprays, foggers, or volatile formulations to minimize human exposure.
7. Apply pesticides only when occupants are not present or in areas where they will not be exposed to the material applied.
8. Keep copies of pesticide labels, consumer information sheets, and Safety Data Sheets (SDS) in easily accessible locations.
9. Notify employees and the public of pending pesticide applications.
  - a. Notification can be accomplished by posting notices around the buildings and on building doors, sending notices to employees through email and/or text alerts, or posting them to the website or social media accounts, or publish in digital media and/or print, as appropriate, in advance of pesticide applications. Post notices in areas that will be or have been treated. Ensure notifications are ADA compliant.
  - b. Ensure there is someone available who is prepared to provide more specific information when questions arise.

The EAB requests that any plan that is developed be sent to the EAB for review and comment