



City of Pensacola

City Council

Agenda - Final

Thursday, September 29, 2022, 5:30 PM

Council Chambers, 1st Floor

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. Citizens may submit an online form at <https://www.cityofpensacola.com/ccinput> BEGINNING AT 3:00 P.M.

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

Council Member Jared Moore

FIRST LEROY BOYD FORUM

AWARDS

APPROVAL OF MINUTES

1. [22-00979](#) APPROVAL OF MINUTES: SPECIAL MEETING DATED SEPTEMBER 14, 2022 AND REGULAR MEETING DATED SEPTEMBER 15, 2022

Attachments: [Draft: Special Meeting Dated 9/14/22](#)
[Draft: Regular Meeting Dated 9/15/22](#)

APPROVAL OF AGENDA

CONSENT AGENDA

2. [22-00880](#) AIRPORT - APPROVAL OF AMENDMENT NO. 5 TO THE NEWS AND GIFTS LEASE AND CONCESSION AGREEMENT
- Recommendation:** That City Council approve Amendment No. 5 to the News and Gifts Lease and Concession Agreement between the City of Pensacola and Varona-Paradies, LLC. Further, that City Council authorize the Mayor to take those actions necessary to execute the Amendment No. 5.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [News and Gifts Lease and Concession Agreement Amendment No 5](#)
3. [22-00928](#) COMMUNITY MARITIME PARK PARCEL 7 - THIRD ADDENDUM TO THE PARTIAL ASSIGNMENT TO VALENCIA DEVELOPMENT CORPORATION OF THE OPTION AGREEMENT BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES LLP
- Recommendation:** That City Council approve and authorize the Mayor to execute the Third Addendum to the Partial Assignment to Valencia Development Corporation of the Option Agreement between the City of Pensacola and Studer Properties LLP for the development of Parcel 7 of the Vince J. Whibbs Jr. Community Maritime Park, extending the agreement for twelve months through September 30, 2023.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Third Addendum to the Partial Assignment to Valencia Development](#)
4. [22-00934](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER JARED MOORE - DISTRICT 4
- Recommendation:** That City Council approve funding of \$1,000 for the Rally! Foundation for Childhood Cancer Research, \$1,000 for Ciclovía Pensacola, \$1,000 for Big Brothers Big Sisters of Northwest Florida, \$1,000 for OnBikes Pensacola and \$1,000 for Give It A Tri Youth Sports Organization from the City Council Discretionary Funds for District 4.
- Sponsors:** Jared Moore
5. [22-00943](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT ANN HILL - DISTRICT 6
- Recommendation:** That City Council approve funding of \$250 to 17:18 Ministries, Inc. d/b/a Pensacola Dream Center for expenses related to the Walk for Freedom event to be held on October 15, 2022 and \$250 to the Lamplighter Academic and Mentoring Program.
- Sponsors:** Ann Hill

6. [22-00952](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE PRESIDENT DELARIAN WIGGINS - DISTRICT 7
- Recommendation:** That City Council approve funding of \$1,000 for the Real Women Radio Foundation and \$500 for the Pensacola Omega Lamplighters from the City Council Discretionary Funds for District 7.
- Sponsors:** Delarian Wiggins

REGULAR AGENDA

7. [22-00742](#) PUBLIC HEARING: REQUEST TO VACATE RIGHTS OF WAY - AIRLINE DRIVE, ST. ANNE DRIVE, DOUGLAS AVENUE, SHERRILL AVENUE, AND EXECUTIVE PLAZA
- Recommendation:** That City Council conduct a Public Hearing on September 15, 2022 to consider the request to vacate the Rights of Way - Airline Drive, St. Anne Drive, Douglas Avenue between Tippin Avenue and Airport Property, Sherrill Avenue, and Executive Plaza.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Proposed Ordinance No. 50-22](#)
[Pensacola Airport Vacation of Right-of-Way Application](#)
[Planning Board Minutes August 9, 2022 DRAFT](#)
[Review Comments Airport Vacation of ROW](#)
[Campus Heights and Executive Plaza ROW Vacation Map](#)
8. [50-22](#) PROPOSED ORDINANCE NO. 50-22 - REQUEST TO VACATE RIGHTS-OF-WAY - AIRLINE DRIVE, ST. ANNE DRIVE, DOUGLAS AVENUE, SHERRILL AVENUE, AND EXECUTIVE PLAZA
- Recommendation:** That City Council approve Proposed Ordinance No. 50-22 on first reading:
- AN ORDINANCE CLOSING, ABANDONING AND VACATING AIRLINE DRIVE, ST. ANNE DRIVE, DOUGLAS AVENUE, SHERRILL AVENUE, AND EXECUTIVE PLAZA LYING BETWEEN AND WITHIN THE PENSACOLA INTERNATIONAL AIRPORT - COLLEGE HEIGHTS ANNEXATION PHASE I IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Proposed Ordinance 50-22](#)
[Vacation of Rights-of-Way Application](#)
[Planning Board Minutes August 9 2022 - DRAFT](#)
[Campus Heights and Executive Plaza ROW Vacation Map](#)

9. [22-00929](#) DECLARATION OF SURPLUS AND DISPOSITION OF REAL PROPERTY - 100 NORTH "F" STREET
- Recommendation:** That City Council declare the real property located at 100 North "F" Street (Parcel Ref. No. 000S009080161022) as surplus, authorize the Mayor to dispose of the property via direct negotiation or sale to adjacent homeowner(s), and authorize the Mayor to execute documents related to this authorized disposition of the property. Finally, that City Council authorize the proceeds from the sale, minus any associated miscellaneous costs, be placed in the Gas Utility (Pensacola Energy) Fund.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Parcel Info fr ESCPA - 100 N F St.pdf](#)
10. [22-00945](#) DECLARATION OF SURPLUS AND DISPOSITION OF REAL PROPERTY - 2012 N. 15TH AVENUE
- Recommendation:** That City Council declare the real property located at 2012 North 15th Avenue (Parcel Ref No. 000S009025020249) as surplus, authorize the Mayor to dispose of the property via the Attainable Infill Housing Program, and authorize the Mayor to execute documents related to this authorized disposition of the property.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Parcel Information from Escambia County Property Appraiser](#)
11. [22-00946](#) DECLARATION OF SURPLUS AND DISPOSITION OF REAL PROPERTY - SPRING STREET (OR 113 NORTH SPRING STREET)
- Recommendation:** That City Council declare the real property located at Spring Street (a.k.a. 113 N. Spring Street, Parcel Ref. No. 000S009003001462) as surplus, authorize the Mayor to dispose of the property via the Attainable Infill Housing Program, and authorize the Mayor to execute documents related to this authorized disposition of the property.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Parcel Information from Escambia County Property Appraiser](#)

12. [2022-092](#) RESOLUTION NO. 2022-092 - LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION - FUNDING FOR DESIGN OF LEGION FIELD AND GLOBAL LEARNING ACADEMY MULTI MODAL IMPROVEMENTS

Recommendation: That City Council adopt Resolution No. 2022-092:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA AUTHORIZING THE CITY TO ENTER INTO A LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ACCEPT FUNDING FOR DESIGN OF LEGION FIELD AND GLOBAL LEARNING ACADEMY MULTI MODAL IMPROVEMENTS; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Resolution No. 2022 - 092](#)
[LAP Agreement](#)
[Location Map](#)

13. [2022-091](#) SUPPLEMENTAL BUDGET RESOLUTION NO 2022-091 - FLORIDA DEPARTMENT OF TRANSPORTATION FUNDING FOR ENGINEERING DESIGN OF LEGION FIELD AND GLOBAL LEARNING ACADEMY MULTI MODAL IMPROVEMENTS.

Recommendation: That City Council adopted Supplemental Budget Resolution No. 2022-091.

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. 2022-091](#)
[Supplemental Budget Explanation No. 2022-091](#)

14. [2022-094](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-094 -
ADVANCEMENT OF FUNDING FROM THE BAYLEN STREET MARINA
SEAWALL REFURBISHMENT FUND FOR UNDERWATER
INSPECTION SERVICES FOR BAYLEN AND PALAFOX STREETS
MARINAS
- Recommendation:** That City Council adopt Supplemental Budget Resolution No. 2022-094:
- 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. 2022-094](#)
[Supplemental Budget Explanation No. 2022-094](#)
15. [42-22](#) AMENDED PROPOSED ORDINANCE NO. 42-22 - AMENDING
SECTION 12-6-4(4) OF THE CITY CODE - LANDSCAPE AND TREE
PROTECTION PLAN OF THE LAND DEVELOPMENT CODE
- Recommendation:** That City Council adopt amended Proposed Ordinance No. 42-22 on second reading:
- AN ORDINANCE AMENDING SECTION 12-6-4 (4) OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, LANDSCAPE AND TREE PROTECTION PLAN; PROVIDING FOR A TWENTY-ONE DAY POSTING REQUIREMENT PRIOR TO ISSUANCE OF PERMIT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.
- Sponsors:** Sherri Myers
- Attachments:** [Amended Proposed Ordinance No. 42-22](#)
[Proposed Ordinance No. 42-22](#)
[Planning Board Meeting Minutes 6.14.22](#)

COUNCIL EXECUTIVE'S REPORT

MAYOR'S COMMUNICATION

COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS

SECOND LEROY BOYD FORUM

ADJOURNMENT

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

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00979

City Council

9/29/2022

SUBJECT:

APPROVAL OF MINUTES: SPECIAL MEETING DATED SEPTEMBER 14, 2022 AND REGULAR MEETING DATED SEPTEMBER 15, 2022



City of Pensacola

CITY COUNCIL

Special Meeting Minutes

September 14, 2022

5:30 P.M.

Council Chambers

Council President Hill called the special meeting to order at 5:32 P.M. for the

ROLL CALL

Council Members Present: Ann Hill, Delarian Wiggins, Jennifer Brahier, Teniade Broughton, Jared Moore, Sherri Myers

Council Members Absent: Casey Jones

Also Present: Mayor Grover C. Robinson, IV

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 also be watched live stream at: [cityofpensacola.com/428/Live-Meeting-Video](https://www.cityofpensacola.com/428/Live-Meeting-Video).

To provide input:

- Citizens may submit an online form here www.cityofpensacola.com/ccsinput beginning at 3:00 P.M. until **that agenda item has been heard** to indicate they wish to speak to a specific item on the agenda **and include a phone number**. **Staff will call the person** at the appropriate time so the citizen can directly address the City Council using a telephone held up to a microphone. **Any form received after an agenda item has been heard will not be considered.**

DISCUSSION ITEMS

1. [22-00883 SPECIAL MEETING AND PUBLIC HEARING TO ADOPT FINAL MILLAGE RATES AND FINAL BUDGETS FOR FISCAL YEAR 2023](#)

Council President Hill indicated the purpose of this special meeting is to conduct the final public Hearing to adopt final millage rates for the City of Pensacola and the Downtown Improvement District for 2022 and final budgets for the Fiscal Year 2023. She then read into the record and explained that the TRIM law requires strict conformance with exacting procedures in order to lawfully adopt millage levies and budgets. In adherence with those procedures, she indicated the first substantive issue to be discussed must be the percentage increase over the rolled-back rate necessary to fund the budget, if any, and the specific purposes for which ad valorem tax revenues are being increased; and further that the proposed tentative millage rate of 4.2895 mills for the City and 2.0000 mills for the Downtown Improvement District constitutes an 11.51% increase of property taxes over the aggregate rolled-back rate which is 3.9659 mills. She also stated the basis for the “rolled-back” rate.

She then called on City staff to explain the reasons for the proposed increase over the rolled-back rate.

Finance Director Lovoy provided the explanation indicating the proposed increase over the rolled-back rate is to maintain services and meet increased costs.

Mayor Robinson made follow-up remarks encouraging Council to move forward with final adoption.

ACTION ITEMS

2. [2022-088 BUDGET RESOLUTION NO. 2022-088 - FINALLY LEVYING AN AD VALOREM PROPERTY TAX FOR THE CITY OF PENSACOLA AND THE DOWNTOWN IMPROVEMENT DISTRICT FOR 2022.](#)

Recommendation: That City Council adopt Budget Resolution No. 2022-088.

[A RESOLUTION FINALLY LEVYING AN AD VALOREM PROPERTY TAX FOR THE CITY OF PENSACOLA INCLUDING THE DOWNTOWN IMPROVEMENT DISTRICT FOR 2022; PROVIDING AN EFFECTIVE DATE.](#)

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

Council Member Brahier asked for clarification for the benefit of the public, that although the millage rate remains static from last year, there is an increase over the rolled back rate. Finance Director Lovoy responded accordingly.

ACTION ITEMS (CONT'D.)

Upon conclusion of discussion, the vote was called.

The motion (to adopt Res. No. 2022-088) carried by the following vote:

Yes: 6 Ann Hill, Delarian Wiggins, Jennifer Brahier, Teniade Broughton,
 Jared Moore, Sherri Myers
No: 0 None

3. [2022-089 BUDGET RESOLUTION NO. 2022-089 - ADOPTING A FINAL BUDGET FOR THE CITY OF PENSACOLA FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022.](#)

Recommendation: That City Council adopt Budget Resolution No. 2022-089.

A RESOLUTION ADOPTING A FINAL BUDGET FOR THE CITY OF PENSACOLA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; MAKING FINAL APPROPRIATIONS FOR THE PAYMENT OF THE EXPENSES OF THE CITY GOVERNMENT AND ALL DEPARTMENTS THEREOF AND FOR THE PAYMENT ON ACCOUNT OF THE BONDED INDEBTEDNESS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; PROVIDING FOR AN EFFECTIVE DATE.

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

Council Member Broughton inquired of the increased funding request by the Escambia Pensacola Human Relations Commission. Finance Director Lovoy responded accordingly indicating that it is included in the proposed budget as presented unless an amendment is passed.

Al Henderson, Executive Director for the Escambia Pensacola HRC was in attendance and addressed Council regarding current operations and initiatives planned for moving forward. He responded accordingly to comments and questions from Council Members. Mayor Robinson also provided input.

Following discussion regarding the HRC, Council Member Myers made comments indicating that she will not be supporting the proposed budget as presented. Council Member Brahier made follow-up remarks.

There being no further discussion, the vote was called.

ACTION ITEMS (CONT'D.)

The motion (to adopt Res. No. 2022-089) carried by the following vote:

Yes: 5 Ann Hill, Delarian Wiggins, Jennifer Brahier, Teniade Broughton,
 Jared Moore
No: 1 Sherri Myers

- 4. [2022-090 BUDGET RESOLUTION NO. 2022-090 - ADOPTING A FINAL BUDGET FOR THE DOWNTOWN IMPROVEMENT BOARD FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022.](#)

Recommendation: That City Council adopt Budget Resolution No. 2022-090.

[A RESOLUTION ADOPTING A FINAL BUDGET FOR THE CITY OF PENSACOLA DOWNTOWN IMPROVEMENT BOARD FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; PROVIDING AN EFFECTIVE DATE.](#)

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

Council Member Myers inquired of handicapped parking during Saturdays' Palafox Market. DIB Executive Director Walker Wilson responded accordingly.

There being no further discussion, the vote was called.

The motion carried by the following vote:

Yes: 6 Ann Hill, Delarian Wiggins, Jennifer Brahier, Teniade Broughton,
 Jared Moore, Sherri Myers
No: 0 None

ADJOURNMENT

This being a special Council meeting and there being no other business on the agenda, the meeting was adjourned.

WHEREUPON the meeting was adjourned at 6:07 P.M.

Adopted: _____

Approved:

Ann Hill, President of City Council

Attest:

Ericka L. Burnett, City Clerk



City of Pensacola

CITY COUNCIL

Regular Meeting Minutes

September 15, 2022

5:30 P.M.

Council Chambers

Council President Hill called the meeting to order at 5:33 P.M.

ROLL CALL

Council Members Present: Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones (left 9:00), Jared Moore (arrived 5:34), Sherri Myers (arrived 5:43)

Council Members Absent: Delarian Wiggins

Also Present: Mayor Grover C. Robinson, IV

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 also be watched live stream at: [cityofpensacola.com/428/Live-Meeting-Video](https://www.cityofpensacola.com/428/Live-Meeting-Video).

To provide input:

- Leroy Boyd Forum, for items not on the agenda: citizens may submit an online form here <https://www.cityofpensacola.com/ccinput> **beginning at 3:00 P.M. until 5:30 P.M. only** to indicate they wish to speak during LeRoy Boyd Forum **and include a phone number. Staff will call the person** at the appropriate time so the citizen can directly address the City Council using a telephone held up to a microphone.
- Agenda Items, for specific items on the agenda: citizens may submit an online form here <https://www.cityofpensacola.com/ccinput> **beginning at 3:00 P.M. until that agenda item has been voted upon** to indicate they wish to speak to a specific item on the agenda **and include a phone number. Staff will call the person** at the appropriate time so the citizen can directly address the City Council using a telephone held up to a microphone. **Any form received after an agenda item has been voted upon will not be considered.**

INVOCATION

Moment of Silence

PLEDGE OF ALLEGIANCE

Council Member Casey Jones

FIRST LEROY BOYD FORUM

Colvin Rancifer: Addressed Council regarding issues related to attainable housing and increased costs.

Council Member Broughton made follow-up remarks.

Daryn Flanders: Addressed Council regarding homelessness and related issues of sleeping on library property, storage of personal belongings within the public right-of-way, feeding in Dr. Martin Luther King, Jr. Plaza on Friday evenings, and panhandling.

Laura Kennedy: Addressed Council and provided a hand-out (on file) regarding allegations made against her and Melissa Johnson while working at the SOS Camp (homeless encampment operated by Re-Entry Alliance Pensacola (REAP)).

Melissa Johnson: Addressed Council and provided a hand-out (on file) regarding allegations made against her and Laura Kennedy while working at the SOS Camp (homeless encampment operated by Re-Entry Alliance Pensacola (REAP)).

Bobby Taylor: Identified himself as a homeless veteran and described his good experiences since receiving shelter at the MaxWell Respite Center.

Christian Wagley: Addressed Council regarding stormwater prone areas and FEMA flood zones. Additionally, he commended the GIS map layering tool *CityView* available on the City's website and suggested staff provide a demonstration during an upcoming agenda conference.

Council Member Brahier made follow-up remarks.

Doris Hayes: On behalf of Eastside Neighborhood advised of traffic safety concerns on Davis Highway and Dr. Martin Luther King, Jr Drive related to driving in the wrong direction (on these one-way streets), need for better signage, and trees needing trimming.

Council Member Broughton and Mayor Robinson made follow-up remarks with Ms. Hayes responding accordingly.

AWARDS

Mayor Robinson presented a proclamation to the Hendricks Family on behalf of Rally Foundation Pensacola recognizing September as *Childhood Cancer Awareness Month*.

APPROVAL OF MINUTES

1. [22-00933 APPROVAL OF MINUTES: REGULAR MEETING DATED AUGUST 18, 2022 AND SPECIAL MEETING DATED SEPTEMBER 7, 2022](#)

A motion to approve was made by Council Member Jones and seconded by Council Member Brahier.

The motion carried by the following vote:

Yes: 6 Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Jared Moore, Sherri Myers
No: 0 None

APPROVAL OF AGENDA

Mayor Robinson referenced hardcopies at Council's places and introduced the following add-on item:

2022-095 SUPPLMENTAL BUDGET RESOLUTION NO. 2022-095 - TAXIWAY "A" NORTH REHABILITATION

A motion to add-on was made by Council Member Jones and seconded by Council Member Moore.

Council Executive Kraher clarified the supplemental budget resolution corresponds to Item 14, 22-00861 and should be placed accordingly on the regular agenda.

The motion to add-on Supplemental Budget Res. No. 2022-095 carried by the following vote:

Yes: 6 Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Jared Moore, Sherri Myers
No: 0 None

Council Executive Kraher referenced hardcopies of revised Item 7, 22-00893 correcting an error of the funding amount.

A motion was made by Council Member Jones and seconded by Council Member Brahier to move up Item 21, 22-00926 to the top of the regular agenda.

Yes: 6 Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Jared Moore, Sherri Myers
No: 0 None

APPROVAL OF AGENDA (CONT'D.)

A motion to approve the agenda as amended was made by Council Member Moore and seconded by Council Member Jones.

Yes: 6 Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Jared Moore, Sherri Myers
No: 0 None

CONSENT AGENDA**2. [22-00862](#) APPOINTMENTS - ARCHITECTURAL REVIEW BOARD**

Recommendation: That City Council reappoint Yuri L. Ramos and Jordan M. Yee, registered architects, and reappoint Anna Fogarty and Derek Salter, representatives from the University of West Florida Historic Trust (UWFHT), to the Architectural Review Board for a term of two (2) years, expiring September 30, 2024.

3. [22-00887](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT ANN HILL - DISTRICT 6

Recommendation: That City Council approve funding of \$200 for the WSRE-TV Foundation from the City Council Discretionary Funds for District 6.

4. [22-00888](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE PRESIDENT DELARIAN WIGGINS - DISTRICT 7

Recommendation: That City Council approve funding of \$800 for the WSRE-TV Foundation from the City Council Discretionary Funds for District 7.

5. [22-00889](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CASEY JONES - DISTRICT 3

Recommendation: That City Council approve funding of \$1,000 for the WSRE-TV Foundation from the City Council Discretionary Funds for District 3.

6. [22-00892](#) FISCAL YEAR 2023 COMMUNITY POLICING INTERLOCAL AGREEMENT

Recommendation: That the City Council approve an interlocal agreement with the City of Pensacola for the purpose of providing Community Policing Innovations within the Urban Core Community Redevelopment Area for Fiscal Year 2023 in an amount not to exceed \$100,000.

7. [22-00893](#) REVISED: INTERLOCAL AGREEMENT FOR COMMUNITY REDEVELOPMENT AREA (CRA) MAINTENANCE AND MANAGEMENT SERVICES

Recommendation: That the City Council terminate the Interlocal Agreement for Urban Core CRA Landscape, Park, Public Space Enhancement and Accessibility Improvement Maintenance Services and the Interlocal Agreement for Eastside CRA Landscape, Park, Property Management, Leasing, Public Space Enhancement, Accessibility Improvements and Facilities Maintenance Services. Further that the City Council approve an Interlocal Agreement for CRA Maintenance and Management Services with the City of Pensacola.

A motion to approve consent agenda items 2, 3, 4, 5, 6, and 7 was made by Council Member Brahier and seconded by Council Member Jones.

The motion carried by the following vote:

Yes: 6	Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Jared Moore, Sherri Myers
No: 0	None

REGULAR AGENDA

21. [22-00926](#) MORATORIUM ON THE RELEASE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS PREVIOUSLY ALLOCATED TO R.E.A.P. FOR THE 1551 W. MORENO CAMP I SITE.

Recommendation: That City Council place a moratorium on the release of any ARPA funds previously allocated to R.E.A.P. for the 1551 W. Moreno Camp I site, allocated to address the homelessness issue, until a complete audit by a third party is conducted and an element of oversight is put in place.

A motion to approve was made by Council Member Jones and seconded by Council Member Myers.

Public input was heard from the following individuals:

Candy Alcott	Kevin Eason
Mark Horn	Vince Whibbs, Jr.

Discussion took place throughout public input with speakers responding to comments and questions from Council Members and Mayor Robinson accordingly.

Discussion ensued among Council with Finance Director Lovoy and City Attorney Peppler responding accordingly to questions. Mayor Robinson also provided input.

REGULAR AGENDA (CONT'D.)

Upon advisement from City Attorney Peppler and without objection from Council Members, Council Member Wiggins (sponsor of Item 12, 22-00926) who was out of town on City business but available via Microsoft Teams, was provided an opportunity to address Council regarding the intent of his recommendation for an audit by a third party. City Attorney Peppler and Police Chief Randall responded accordingly to questions.

Based on discussion, **Council Member Brahier offered a friendly amendment adding language (at the end of the recommendation) "...to ensure the safety and health of campers". Council Members Jones and Myers agreed.**

Mayor Robinson and Deputy City Administrator Miller briefly addressed Council clarifying Code Enforcement's involvement and response based on inspections of the premises.

There being no further discussion, **the vote on the motion including the friendly amendment was called.**

The motion (with friendly amendment) carried by the following vote:

Yes: 6 Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Jared Moore, Sherri Myers
No: 0 None

8. [22-00894 PUBLIC HEARING -- PROPOSED AMENDMENT TO SECTION 12-6-4\(4\) OF THE CITY CODE-LANDSCAPE AND TREE PROTECTION PLAN OF THE LAND DEVELOPMENT CODE.](#)

Recommendation: That City Council conduct a public hearing regarding the proposed amendment to Section 12-6-4(4) of the City Code - Landscape and Tree Protection Plan of the Land Development Code.

A motion to approve was made by Council Member Moore and seconded by Council Member Jones.

Council Member Myers (sponsor) addressed Council regarding the intent of the proposed amendment. Council Member Moore asked for clarification what the intended benefit of extending the posting requirement period from two (2) weeks to thirty (30) days with Council Executive Kraher responding accordingly.

Council Member Moore made a motion and Council Member Jones seconded that instead of four (4) weeks (as recommended by the Planning Board) City Council amend the posting requirement period to three (3) weeks.

REGULAR AGENDA (CONT'D.)

Discussion ensued among Council (regarding the amendment to Public Hearing Item 8, 22-00894) with Council Member Myers responding to comments and questions. Mayor Robinson also provided input. Council Executive Kraher suggested, for procedural purposes, that the amendment take place under the first reading of the ordinance (P.O. 42-22) rather than during the public hearing.

Council Member Moore withdrew the amendment. City Attorney Pepler suggested that there was no need to vote on the public hearing. City Clerk Burnett recommended that Council vote on the public hearing item to move the ordinance forward for first reading.

There being no further discussion, **the vote (on the original motion for Public Hearing Item 8, 22-00894) was called.**

The motion carried by the following vote:

Yes: 6 Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Jared Moore, Sherri Myers
No: 0 None

9. [42-22 PROPOSED ORDINANCE NO. 42-22 - AMENDING SECTION 12-6-4\(4\) OF THE CITY CODE - LANDSCAPE AND TREE PROTECTION PLAN OF THE LAND DEVELOPMENT CODE](#)

Recommendation: That City Council approve Proposed Ordinance No. 42-22 on first reading:

[AN ORDINANCE AMENDING SECTION 12-6-4 \(4\) OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, LANDSCAPE AND TREE PROTECTION PLAN; PROVIDING FOR A THIRTY-DAY POSTING REQUIREMENT PRIOR TO ISSUANCE OF PERMIT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.](#)

A motion to approve on first reading was made by Council Member Moore and seconded by Council Member Brahier.

Council Member Moore made a motion and Council Member Jones seconded that instead of thirty (30) days (as recommended by the Planning Board) City Council amend the posting requirement period to twenty-one (21) days.

The motion to amend carried by the following vote:

Yes: 4 Ann Hill, Teniade Broughton, Casey Jones, Jared Moore,
No: 2 Jennifer Brahier, Sherri Myers

REGULAR AGENDA (CONT'D.)

The main motion **as amended** (on P.O. No. 42-22) carried by the following vote:

Yes: 6 Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Jared Moore, Sherri Myers
No: 0 None

10. [22-00854](#) QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - STILLMAN SUBDIVISION

Recommendation: That City Council conduct a quasi-judicial hearing on September 15, 2022, to consider approval of the Final Subdivision Plat, Stillman Subdivision.

Council President Hill read into the record a description of the requirements for conducting a quasi-judicial hearing. Assistant Planning & Zoning Manager Cannon indicated that this issue is not contested, therefore, Council President Hill indicated they may dispense of the formalities but must receive appropriate evidence into the record.

Assistant Planning & Zoning Manager Cannon provided a summary of the issue as outlined in the memorandum regarding the subject subdivision plat. She responded accordingly to questions from Council Member Myers regarding the tree and landscape plan with Neil Tucker with Geci & Associates Engineering (applicant) elaborating. Mayor Robinson (sponsor) also provided input.

Upon conclusion of discussion, Council President Hill indicated she will entertain a motion.

A motion to approve was made by Council Member Moore and seconded by Council Member Brahier.

The motion carried by the following vote:

Yes: 6 Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Jared Moore, Sherri Myers
No: 0 None

REGULAR AGENDA (CONT'D.)**11. [22-00895](#) HIRING OF LEGAL COUNSEL TO THE CITY COUNCIL**

Recommendation: That City Council begin the process of hiring an Attorney to function as Legal Counsel to the City Council in accordance with Section 4.02(a)(6) of the City Charter.

A motion to approve was made by Council Member Myers and seconded by Council Member Brahier.

Council Member Brahier (sponsor) addressed Council regarding the intent of (the above referenced) City Charter section. Discussion ensued among Council with Council Member Brahier fielding comments and questions. City Attorney Pepler responding accordingly to questions. Council Executive Kraher and Mayor Robinson also provided input.

Upon conclusion of discussion, the vote was called.

The motion failed by the following vote:

Yes: 3 Ann Hill, Jennifer Brahier, Sherri Myers
No: 3 Teniade Broughton, Casey Jones, Jared Moore

12. [22-00800](#) HURRICANE SALLY CATHODIC PROTECTION REPAIRS

Recommendation: That City Council award Bid #22-045 Cathodic Protection Repairs to Hewes and Company, LLC with a base bid of \$2,085,000.00 plus a 10% contingency in the amount of \$208,500.00. Further, that City Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.

A motion to approve was made by Council Member Brahier and seconded by Council Member Moore.

As suggested by Council Member Brahier, a motion to amend was made by Council Member Myers and seconded by Council Member Brahier that the last sentence be revised to read as follows: Further, that City Council authorize the Mayor to execute the contract and take those actions necessary to complete the project consistent with the contract and bid.

Mayor Robinson (sponsor) made comments.

There being no further discussion, **the vote on the amendment was called.**

REGULAR AGENDA (CONT'D.)

The motion **to amend** (Item 12, 22-00800) carried by the following vote (with Council Member Jones no longer in attendance):

Yes: 5 Ann Hill, Jennifer Brahier, Teniade Broughton, Jared Moore, Sherri Myers
No: 0 None

There being no discussion, **the vote on the main motion as amended was called.**

The main motion **as amended** carried by the following vote (with Council Member Jones no longer in attendance):

Yes: 5 Ann Hill, Jennifer Brahier, Teniade Broughton, Jared Moore, Sherri Myers
No: 0 None

13. [22-00872 PORT TARIFF REVISIONS](#)

Recommendation: That City Council approve the proposed revisions to Port of Pensacola Tariff No. 5A. Further, that City Council authorize the Mayor to take all actions necessary to implement the changes.

A motion to approve was made by Council Member Brahier and seconded by Council Member Moore.

As suggested by Council Member Brahier, a motion to amend was made by Council Member Myers and seconded by Council Member Brahier that the last sentence be revised to read as follows: Further, that City Council authorize the Mayor to take those actions necessary to implement the approved changes.

Some discussion took place with input from Council Executive Kraher, Mayor Robinson, City Administrator Fiddler, and Deputy City Administrator Miller.

Upon conclusion of discussion, **the vote on the amendment was called.**

The motion **to amend** carried by the following vote (with Council Member Jones no longer in attendance):

Yes: 5 Ann Hill, Jennifer Brahier, Teniade Broughton, Jared Moore, Sherri Myers
No: 0 None

REGULAR AGENDA (CONT'D.)

There being no discussion, **the vote on the main motion as amended (for Item 13, 22-00872) was called.**

The main motion as amended carried by the following vote (with Council Member Jones no longer in attendance):

Yes: 5 Ann Hill, Jennifer Brahier, Teniade Broughton, Jared Moore, Sherri Myers

No: 0 None

Add-on: 2022-095 SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-095 - TAXIWAY "A" NORTH REHABILITATION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2022-095.

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

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

The motion carried by the following vote (with Council Member Jones no longer in attendance):

Yes: 5 Ann Hill, Jennifer Brahier, Teniade Broughton, Jared Moore, Sherri Myers

No: 0 None

14. 22-00861 AWARD OF CONTRACT - ITB NO. 21-040 TAXIWAY "A" REHABILITATION AT PENSACOLA INTERNATIONAL AIRPORT - LAGAN CONSTRUCTION, LLC

Recommendation: That City Council award Bid No. 21-040 for Taxiway "A" Rehabilitation at Pensacola International Airport to Lagan Construction, LLC of Sterling, VA with a base bid of \$12,391,942.00 plus 10% contingency of \$1,239,194.20 for a total of \$13,631,136.20. Further that City Council authorize the Mayor to take all actions necessary to execute the contract and complete the project.

A motion to approve was made by Council Member Brahier and seconded by Council Member Myers.

REGULAR AGENDA (CONT'D.)

Council Member Brahier suggested an amendment to the last sentence be made as follows: Further, that City Council authorize the Mayor to execute the contract and take those actions necessary to complete the project consistent with the contract and bid. Mayor Robinson (sponsor) indicated he would accept as a friendly amendment. *No objections.*

The motion (with friendly amendment) carried by the following vote (with Council Member Jones no longer in attendance):

Yes: 5 Ann Hill, Jennifer Brahier, Teniade Broughton, Jared Moore, Sherri Myers
No: 0 None

15. 22-00884 AWARD OF QUOTE - PERIMETER SECURITY FENCE FIBER RELOCATION AT PENSACOLA INTERNATIONAL AIRPORT - SECURITY ENGINEERING, INC.

Recommendation: That City Council award Quote No. AAAQ4885 for perimeter security fence fiber relocation at Pensacola International Airport, to Security Engineering, Inc. with a base quote of \$104,773.77, plus a 15% contingency of \$15,716.07, for a total of \$120,489.84. Further, that City Council authorize the Mayor to take all actions necessary to complete the project.

A motion to approve was made by Council Member Moore and seconded by Council Member Myers.

Council Member Brahier suggested an amendment to the last sentence be made as follows: Further, that City Council authorize the Mayor to take those actions necessary to complete the project consistent with the awarded quote. Mayor Robinson (sponsor) suggested the amendment be accepted as a friendly amendment. Council Member Myers called for a point of order indicating that it is not appropriate for Mayor Robinson who is not a member of the legislative body to accept friendly amendments. Council Member Moore and Council Member Myers agreed to accept as a friendly amendment.

There being no discussion the vote was called.

The motion (with friendly amendment) carried by the following vote (with Council Member Jones no longer in attendance):

Yes: 5 Ann Hill, Jennifer Brahier, Teniade Broughton, Jared Moore, Sherri Myers
No: 0 None

REGULAR AGENDA (CONT'D.)**16. [22-00857](#) INTERLOCAL AGREEMENT FOR THE ACCEPTANCE AND PROCESSING OF SOURCE SEPARATED RECYCLABLES**

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

A motion to approve was made by Council Member Brahier and seconded by Council Member Myers.

Council Member Brahier offered a friendly amendment to the last sentence be made as follows: Further, that City Council authorize the Mayor to execute the agreement as presented. Council Member Myers agreed.

There being no discussion the vote was called.

The motion (with friendly amendment) carried by the following vote (with Council Member Jones no longer in attendance):

Yes: 5 Ann Hill, Jennifer Brahier, Teniade Broughton, Jared Moore, Sherri Myers
No: 0 None

17. [2022-068](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-068 LAW ENFORCEMENT TRUST FUND (LETF) PURCHASE FOR THE PENSACOLA POLICE DEPARTMENT

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2022-068.

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

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

The motion carried by the following vote (with Council Member Jones no longer in attendance):

Yes: 5 Ann Hill, Jennifer Brahier, Teniade Broughton, Jared Moore, Sherri Myers

No: 0 None

REGULAR AGENDA (CONT'D.)

18. [25-22](#) REVISED PROPOSED ORDINANCE NO. 25-22 AMENDMENT TO CITY CODE SECTION 4-3-97 - SANITATION COLLECTION FEE AND THE SANITATION EQUIPMENT SURCHARGE

Recommendation: That City Council adopt Proposed Ordinance No. 25-22 on second reading:

AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASE IN SANITATION COLLECTION FEES AND THE SANITATION EQUIPMENT SURCHARGE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE. ([Ordinance No. 28-22](#))

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

The motion carried by the following vote (with Council Member Jones no longer in attendance):

Yes: 5 Ann Hill, Jennifer Brahier, Teniade Broughton, Jared Moore, Sherri Myers
No: 0 None

19. [33-22](#) PROPOSED ORDINANCE NO. 33-22 - REQUEST FOR FUTURE LAND USE MAP AMENDMENT - 411 N. BAYLEN STREET

Recommendation: That City Council adopt Proposed Ordinance No. 33-22 on second reading:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE. ([Ordinance No. 29-22](#))

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

The motion carried by the following vote (with Council Member Jones no longer in attendance):

Yes: 5 Ann Hill, Jennifer Brahier, Teniade Broughton, Jared Moore, Sherri Myers
No: 0 None

REGULAR AGENDA (CONT'D.)**20. [34-22](#) PROPOSED ORDINANCE NO. 34-22 - REQUEST FOR ZONING MAP AMENDMENT - 411 N. BAYLEN STREET**

Recommendation: That City Council adopt Proposed Ordinance No. 34-22 on second reading.

AN ORDINANCE AMENDING THE ZONING CLASIFICATION FOR CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA, FLORIDA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; REPEALING CLAUSE AND EFFECTIVE DATE. ([Ordinance No. 30-22](#))

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

The motion carried by the following vote (with Council Member Jones no longer in attendance):

Yes: 5	Ann Hill, Jennifer Brahier, Teniade Broughton, Jared Moore, Sherri Myers
No: 0	None

COUNCIL EXECUTIVE'S REPORT

None

MAYOR'S COMMUNICATION

Mayor Robinson announced upcoming events within the community.

COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS

None

SECOND LEROY BOYD FORUM

Larry Downs, Jr.: Addressed Council regarding various subjects.

ADJOURNMENT

WHEREUPON the meeting was adjourned at 9:35 P.M.

Adopted: _____

Approved: _____
Ann Hill, President of City Council

Attest:

Ericka L. Burnett, City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00880

City Council

9/29/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AIRPORT - APPROVAL OF AMENDMENT NO. 5 TO THE NEWS AND GIFTS LEASE AND CONCESSION AGREEMENT

RECOMMENDATION:

That City Council approve Amendment No. 5 to the News and Gifts Lease and Concession Agreement between the City of Pensacola and Varona-Paradies, LLC. Further, that City Council authorize the Mayor to take those actions necessary to execute the Amendment No. 5.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City and Varona-Paradies, LLC entered into a News and Gifts Lease and Concession Agreement in February 2008 to provide full-service news and gifts retail at Pensacola International Airport. In order to accommodate the increase in passengers at the airport, Concessionaire recently divided and renovated the pre-security location in order to provide additional retail space in the post-security concourse.

With the increase in passenger traffic and associated sales, Concessionaire desires to lease additional storage space for its inventory. Space is available in the terminal building and is acceptable to the Concessionaire. This Amendment No. 5 adds approximately 188 square feet of storage space to the Agreement at a monthly rental rate identical to that charged to the non-signatory air carriers.

PRIOR ACTION:

December 13, 2007 - City Council awarded the News and Gifts Concession to Varona-Paradies, LLC

April 28, 2009 - City executed Amendment No. 1

June 17, 2019 - City executed Amendment No. 2

October 14, 2020 - City executed Amendment No. 3

September 15, 2021 - City executed Amendment No. 4

FUNDING:

N/A

FINANCIAL IMPACT:

Amendment No. 5 will add approximately \$9,638.89 in annual non-aeronautical revenue to the Airport budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

9/19/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator - Administration & Enterprise
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

- 1) News and Gifts Lease and Concession Agreement Amendment No 5

PRESENTATION: No

NEWS AND GIFTS LEASE AND CONCESSION AGREEMENT AMENDMENT NO. 5

THIS AMENDMENT NO. 5 TO THE NEWS AND GIFTS LEASE AND CONCESSION AGREEMENT ("Amendment No. 5") is hereby made and entered into as of the _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF PENSACOLA, a Florida municipal corporation ("City") in its capacity as owner and operator of PENSACOLA INTERNATIONAL AIRPORT ("the Airport") and VARONA-PARADIES, LLC, a for-profit limited liability company authorized to do business in the State of Florida ("Lessee" or "Concessionaire") (Each at times referred to in this Amendment No. 5 individually as a "Party" and collectively as the "Parties").

WHEREAS, City is the owner and operator of the Airport; and

WHEREAS, City and Lessee entered into a Lease and Concession Agreement ("Original Agreement") dated February 29, 2008, whereby Lessee was granted the news and gifts concession at the Airport; and

WHEREAS, Amendment No. 1 to the Original Agreement dated April 28, 2009 amended the Original Agreement as a result of changes in the City's planned extension of the Airport terminal facility; and

WHEREAS, Amendment No. 2 to the Original Agreement dated June 17, 2019 amended the Original Agreement to extend the term until April 26, 2025 as a result of additional investment by Concessionaire to reconfigure the prescreening store; and

WHEREAS, Amendment No. 3 to the Original Agreement dated October 14, 2020 amended the Original Agreement to amend and restate certain provisions of the Original Agreement in exchange for an extension of the term until 11:59 pm April 26, 2030; and

WHEREAS, Amendment No. 4 to the Original Agreement dated September 15, 2021 amended the Original Agreement to add approximately 102.8 square feet of space inside the Airport terminal building to the Leased Premises (hereinafter, the Original Agreement and Amendment No. 1 and Amendment No. 2 and Amendment No. 3 and Amendment No. 4 will be referred to collectively as the "Agreement"); and

WHEREAS, City and Lessee desire to further amend the Agreement as hereinafter provided; and

WHEREAS, the City finds that it is in the best financial interests of the citizens of the City of Pensacola that this Agreement be amended as provided herein; and

WHEREAS, Article XLVII of the Original Agreement provides the parties may amend the Original Agreement in writing executed by the parties.

NOW THEREFORE, in consideration of the promises, covenants, terms, and conditions herein set forth, the Parties hereby agree as follows:

- (1) **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.
- (2) Upon approval by the City of Pensacola, this Amendment No. 5 to the Original Agreement shall be effective upon date of execution.
- (3) Section LX of the Original Agreement, as previously amended, is hereby deleted in its entirety and replaced with the following:

Additional Leased Spaces.

City hereby leases to Lessee, and Lessee hereby leases from the City, office/storage spaces inside the Airport terminal building consisting of approximately 102.8 square feet and approximately 187.6 square feet as located and depicted on Exhibit "A" attached hereto and incorporated herein by this reference, such leased space hereinafter referred to as the "Additional Leased Premises."

The Additional Leased Premises shall be taken by Lessee in AS IS condition, subject to all defects, latent and patent, and shall be improved, maintained and operated at Lessee's sole cost and expense. It is the express intention of the parties hereto that the Lessee's improvements, use and occupancy of the Additional Leased Premises, and all costs associated therewith, shall be and remain the financial obligation of the Lessee.

Lessee shall be required to keep all of the areas assigned to it in a neat, clean, safe, sanitary and orderly condition at all times. Lessee will keep such areas free at all times of all paper, rubbish and debris, and Lessee will deposit all trash and debris resulting from its operations in containers approved by the City.

Lessee agrees to provide, at its own expense, such janitorial and cleaning services and supplies for the maintenance of its assigned areas. Lessee shall also keep and maintain the assigned areas in a clean, neat, and sanitary condition and attractive appearance.

Lessee shall perform ordinary preventive maintenance and ordinary upkeep and non-structural repairs of all assigned areas including but not limited to fixtures, doors (except for locks and keys), floor coverings and walls (painting and wall coverings). Lessee shall be required to keep all such areas in good operating condition at all times.

Lessee shall have the duty to promptly notify the Airport Director or his or her authorized designee of any conditions or events that would necessitate maintenance, repair, or replacement obligations.

Rents and Fees.

In consideration of the rights and privileges herein granted, the Lessee hereby covenants and agrees to pay the City upon commencement of this Amendment No. 5 a monthly rental rate identical to that square foot rental rate charged to the non-signatory air carriers. The rental rate for the Additional Leased Premises shall be adjusted annually on October 1st. The City shall provide the Lessee notification of the adjusted lease rate thirty (30) days prior to the effective date of the change.

Pursuant to the above, the Parties agree the lease monthly rental rates for the fiscal year 2022 shall be as follows:

Additional Leased Premises:

<u>Time Period</u>	<u>Rate Per Sq. Ft.</u>	<u>Sq. Ft.</u>	<u>Annual</u>	<u>Monthly</u>
10/01/2021 – 09/30/2022	\$51.38	102.8	\$5,281.86	\$440.16
Effective Date- 09/30/2022	\$51.38	187.6	\$9,638.89	\$803.24

Lessee agrees to pay rent due to the City, without invoice, in advance on or before the first day of the month for which rent is due. Rent for periods less than one month shall be prorated on a daily basis (365 day year). In accordance with Florida law, every person who rents or leases any real property or who grants a license to use, occupy, or enter upon any real property is exercising a taxable privilege. Lessee shall be responsible for adding the applicable state and local sales tax to all rental payments. The monthly rent payment shall clearly indicate what amount of the total payment is for rent and what amount is for state and local sales tax. In the event Lessee is a tax exempt entity, Lessee shall not be required to add applicable state and local sales tax to the rental payments.

Rent payments shall be made payable to the City of Pensacola and forwarded to the office of the Airport Director.

Surrender of Additional Leased Premises:

Lessee may surrender the Additional Leased Premises at any time during the term of the Agreement by providing thirty (30) days written notice to City.

(4) All other terms and conditions of the Original Agreement, as previously amended, shall remain in full force and effect.

(END OF TEXT; SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 5 to be executed and sealed the day and year first above written.

CONCESSIONAIRE

CITY OF PENSACOLA, FLORIDA

VARONA-PARADIES, LLC
(Concessionaire's Name)

Mayor, Grover C. Robinson, IV

By _____
Manager

City Clerk, Ericka L. Burnett

Gregg S. Paradies
(Printed Manager's Name)

Approved as to Substance:

Attest: _____

Department Director

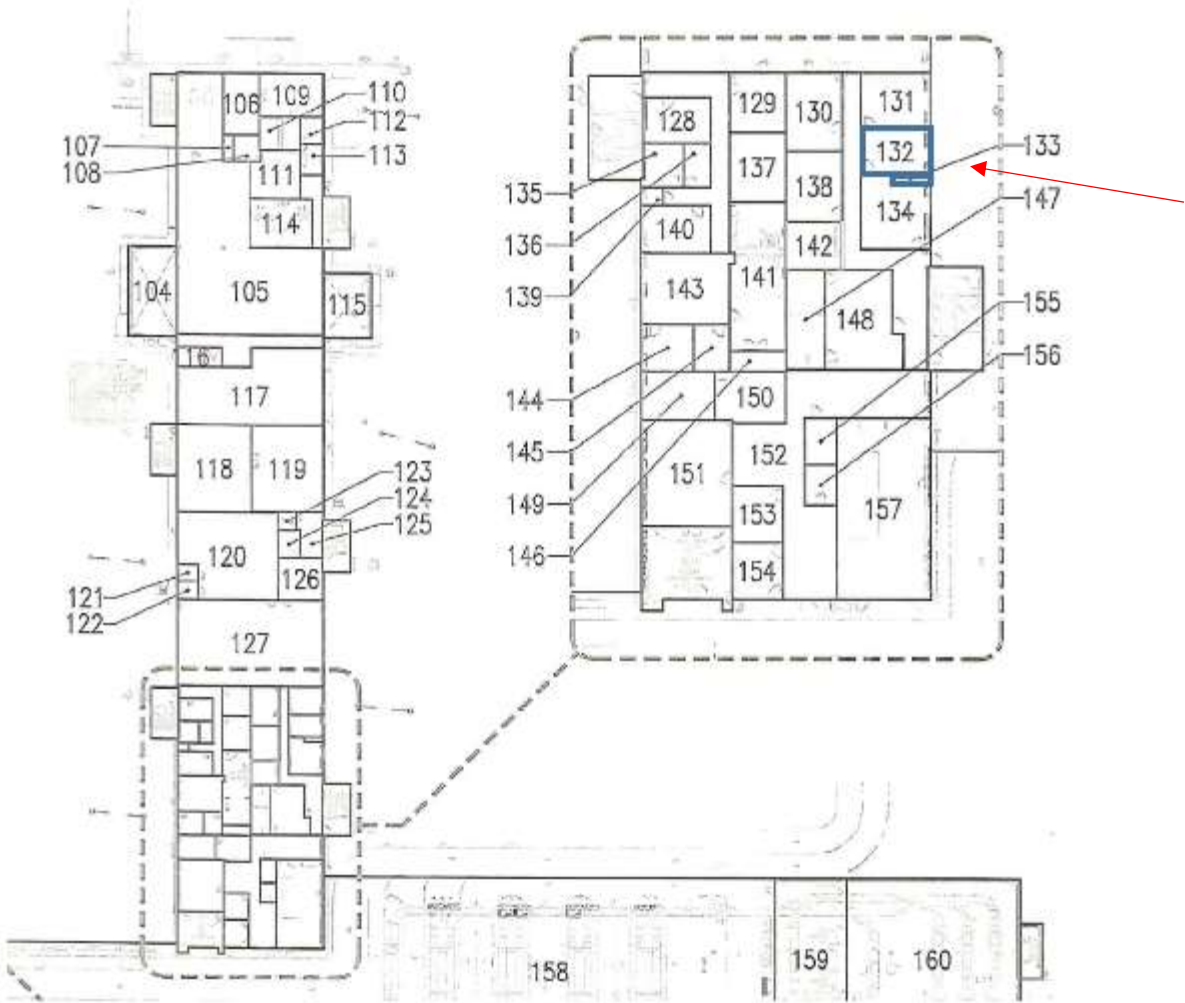
(Printed Name)

Legal in form and execution:

City Attorney

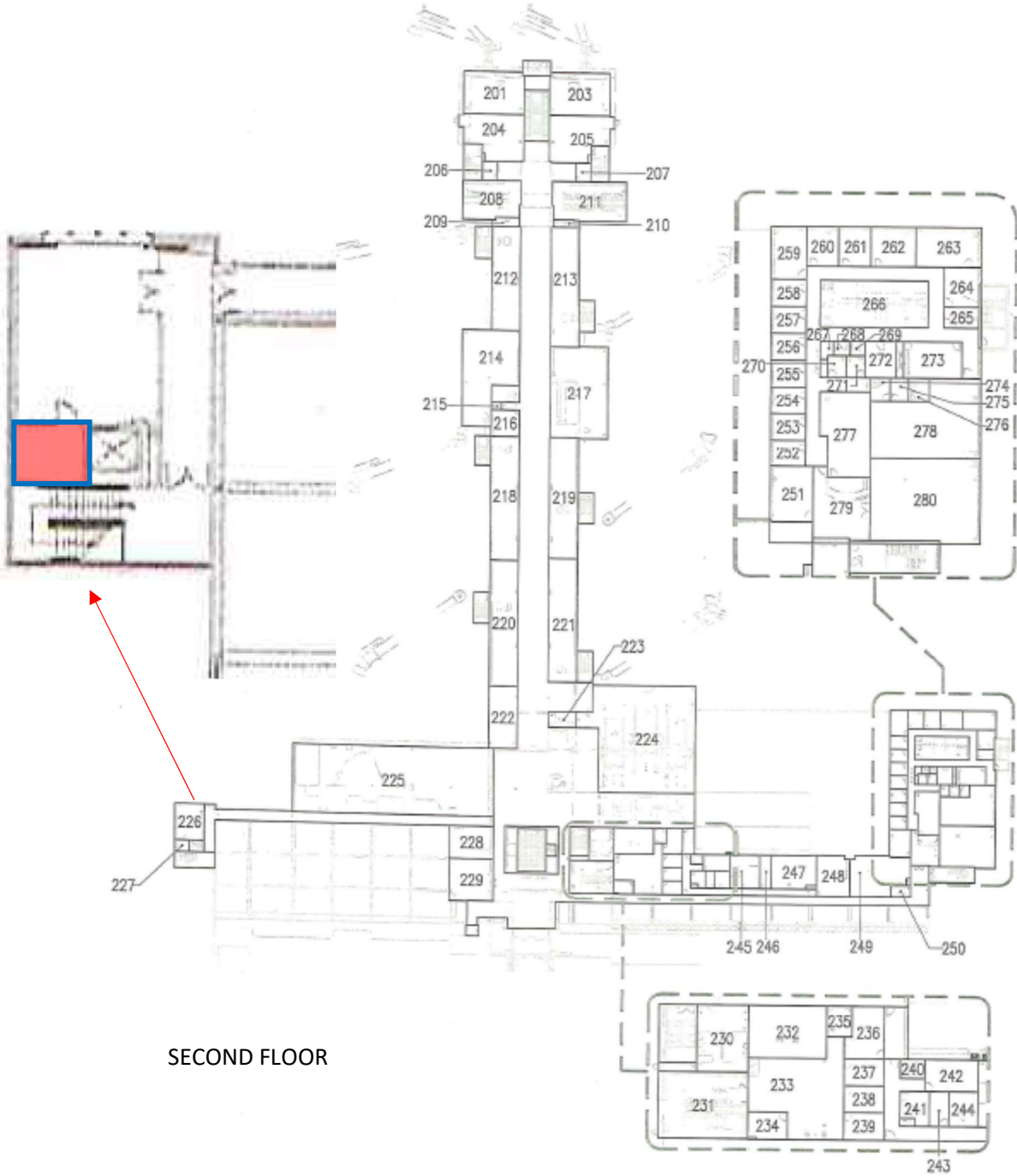
EXHIBIT A
ADDITIONAL LEASED PREMISES

EXCLUSIVE USE OFFICE/STORAGE
187.6 SQUARE FEET



FIRST FLOOR

EXCLUSIVE USE OFFICE/STORAGE SPACE
102.8 SQUARE FEET



SECOND FLOOR



Memorandum

File #: 22-00928

City Council

9/29/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

COMMUNITY MARITIME PARK PARCEL 7 - THIRD ADDENDUM TO THE PARTIAL ASSIGNMENT TO VALENCIA DEVELOPMENT CORPORATION OF THE OPTION AGREEMENT BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES LLP

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the Third Addendum to the Partial Assignment to Valencia Development Corporation of the Option Agreement between the City of Pensacola and Studer Properties LLP for the development of Parcel 7 of the Vince J. Whibbs Jr. Community Maritime Park, extending the agreement for twelve months through September 30, 2023.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In October 2018, the City entered into an option agreement with Studer Properties for the exclusive right to develop and lease all of the vacant parcels at the Community Maritime Park, specifically parcels 3 through 9. In March 2020, the option agreement was extended through March 31, 2021.

In October 2020, prior to the expiration of the option agreement with Studer Properties, both parties entered into a partial assignment of the agreement with Valencia Development Corporation for parcel 7. Corresponding partial assignments were also entered into with two other development groups for the remainder of the parcels - Inspired Communities of Florida for parcels 3, 6, 8, and 9, and Silver Hills Development for parcels 4 and 5 - with the former still in effect and the latter being no longer valid.

In March 2021, the City approved the first addendum to Valencia's partial assignment, extending the agreement through September 30, 2021. In September 2021, the City also approved the second addendum to Valencia's partial assignment, extending the agreement through September 30, 2022. The City and Valencia now seek to extend the term of their partial assignment for another twelve months through September 30, 2023 via this third addendum.

PRIOR ACTION:

October 1, 2018 - City enters into an Option Agreement with Studer Properties for all vacant lots in

Community Maritime Park

March 26, 2020 - City approves an Addendum to the Option Agreement with Studer Properties, extending the term through March 31, 2021

October 9, 2020 - City enters into a Partial Assignment of the Option Agreement with Studer Properties and Valencia Development Corporation

March 25, 2021 - City approves the First Addendum to the Partial Assignment of the Option Agreement with Valencia, extending the term through September 30, 2021

September 9, 2021 - City approves the Second Addendum to the Partial Assignment of the Option Agreement with Valencia, extending the term through September 30, 2022

FUNDING:

N/A

FINANCIAL IMPACT:

Valencia Development Group will continue their monthly option payment (\$1,327.89) per the terms of their agreement. Upon successful negotiation of the ground lease and development agreement for parcel 7, Valencia will receive a credit equal to payments made under the option agreement and its addendums.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

9/12/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Third Addendum to the Partial Assignment to Valencia Development Corp. Option Agreement

PRESENTATION: No

**THIRD ADDENDUM TO THE
PARTIAL ASSIGNMENT TO VALENCIA DEVELOPMENT CORPORATION OF THE
OPTION AGREEMENT
BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES, LLP**

This **THIRD ADDENDUM TO THE PARTIAL ASSIGNMENT AND ASSUMPTION OF THE OPTION AGREEMENT** (this “**Third Addendum**”), dated as of October 1, 2022 (the “**Effective Date**”), is entered into between the **CITY OF PENSACOLA, a Florida municipal corporation**, 222 West Main Street, Pensacola, Florida 32502 (“**City**”), and **VALENCIA DEVELOPMENT CORPORATION, a Texas corporation**, 4400 Post Oak Parkway, Suite 2800, Houston, Texas 77027 (“**Valencia**”). City, Valencia, and their successors are each a “Party,” and collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, City and Studer Properties, LLP (“**Studer Properties**”) entered into an Option Agreement dated October 1, 2018, with an Addendum dated April 1, 2020, (collectively, the “**Studer Option Agreement**”), whereby City granted to Studer Properties the exclusive right to develop and lease vacant parcels at the Community Maritime Park more particularly described in Exhibit A to the Option Agreement (referred to hereinafter individually as a “**Parcel**” and collectively as the “**Parcels**”) subject to terms and conditions set forth in the Studer Option Agreement; and

WHEREAS, City, Studer Properties, and Valencia entered into a Partial Assignment of the Studer Option Agreement on October 9, 2020, expiring on March 31, 2021 (the “**Valencia Option Agreement**”); and

WHEREAS, City and Valencia desired to extend the term of the Valencia Option Agreement and entered into a First Addendum to the Valencia Option Agreement, with an effective date of April 1, 2021, and expiring on September 30, 2021; and

WHEREAS, City and Valencia desired to extend the term of the Valencia Option Agreement and entered into a Second Addendum to the Valencia Option Agreement, with an effective date of October 1, 2021, and expiring on September 30, 2022; and

WHEREAS, the purpose of the Valencia Option Agreement is to provide for the development of one of the Parcels in a manner consistent with the 2010 City of Pensacola Community Redevelopment Agency Plan and all applicable statutes, ordinances, and regulations, and to provide for the development of the western side of downtown in a cohesive way; and

WHEREAS, City and Valencia understand and agree that the City and Valencia will negotiate in good faith revisions to the Valencia Option Agreement and a ground lease agreement; and

WHEREAS, Valencia understands and agrees that approval of any renegotiated option agreement, renegotiated ground lease, and development of Parcel 7 is contingent upon the approval of the City Council in its sole and complete discretion; and

WHEREAS, City and Valencia desire to extend the term of the Valencia Option Agreement.

NOW, THEREFORE, in consideration of the payments made by Valencia pursuant to the Valencia Option Agreement and the other mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated by reference.
2. Term. The Option Term, as that term is used in the Studer Option Agreement and the Valencia Option Agreement, is extended for one year, so that the Option Term automatically expires at midnight on September 30, 2023 unless duly extended, exercised, or sooner terminated as provided in the Valencia Option Agreement. Additionally, the Option Termination Date as that term is used in the Studer Option Agreement and the Valencia Option Agreement is modified to mean midnight on September 30, 2023.
3. No Other Revisions to the Valencia Option Agreement. Except as expressly set forth above, none of the terms and conditions of this Third Addendum shall be deemed to modify or amend any of the terms and conditions of the Valencia Option Agreement and its addendum(s), and the Valencia Option Agreement, as amended by this Third Addendum to the Partial Assignment to Valencia Development Corporation of the Option Agreement Between the City of Pensacola and Studer Properties, LLP, shall remain in full force and effect during the term of this Third Addendum.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF PENSACOLA
a Florida municipal corporation

By: _____
Grover C. Robinson, IV, Mayor

Date signed: _____, 2022

(AFFIX CITY SEAL)

Attest:

Ericka L. Burnett, City Clerk

Signed, sealed and delivered in the presence of:

Print Name: _____

Print Name: _____

Legal in form and valid as drawn:

Approved as to content:

Charles V. Peppler, City Attorney

Print Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Grover C. Robinson, IV, the Mayor of City of Pensacola, a Florida municipal corporation, on behalf of said municipal corporation, who () is personally known to me or () has produced a driver's license as identification.

NOTARY PUBLIC

[SEAL]

[Signature page to Third Addendum between City of Pensacola and Valencia Development Corp.]

VALENCIA DEVELOPMENT CORPORATION

Print: _____

Print: _____

By: _____

Print name: _____

Its: _____

Date signed: _____, 2022

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, the _____ of VALENCIA DEVELOPMENT CORPORATION, a Texas corporation, who () is personally known to me or () has produced a driver's license as identification.

NOTARY PUBLIC

[SEAL]

[Signature page to Third Addendum between City of Pensacola and Valencia Development Corp.]



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00934

City Council

9/29/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jared Moore

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER JARED MOORE - DISTRICT 4

RECOMMENDATION:

That City Council approve funding of \$1,000 for the Rally! Foundation for Childhood Cancer Research, \$1,000 for Ciclovía Pensacola, \$1,000 for Big Brothers Big Sisters of Northwest Florida, \$1,000 for OnBikes Pensacola and \$1,000 for Give It A Tri Youth Sports Organization from the City Council Discretionary Funds for District 4.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with the Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

Rally! Foundation for Childhood Cancer Research in Pensacola was formed in 2015 and is located in the Bear Family Foundation Pediatric Oncology Center for Hope inside Studer Family Children's Hospital at Ascension Sacred Heart to serve families all across the Florida panhandle and into southern Alabama. Through donors, community partners, special events and schools Rally Pensacola works to raise awareness, support families with kids fighting cancer and raise funds for childhood cancer research. Collectively, this allows for additional resources to stay local, providing families in the Pensacola Community the ability to receive assisted funding through the Rally Pensacola Family Emergency Fund. Funding will be for general support of their mission.

Ciclovía originated in Bogota, Columbia in the 1970s and took off around the world in the 1990s. Pensacola joined the movement in 2017 with their very first Ciclovía. The event closes major streets in downtown Pensacola to motorized traffic and opens them up for people to gather and engage in physical activity in a safe environment while interacting with others and exploring Downtown Pensacola. Funding will be in support of the Ciclovía event in March 2023.

Big Brothers Big Sisters of Northwest Florida was established in 1989 when Navy Chaplain Valeria "Elery" St. John DeLong received her orders to the Northwest Florida area and wanted to serve as a

Big Sister. However, there was no Big Brothers Big Sisters organization. Determined to establish the nationally known, premier mentoring organization locally, a group of volunteers was formed and has been providing one to one mentoring services for children in Escambia, Santa Rosa, Okaloosa, Walton and Bay Counties since 1989 and has helped change kids' perspectives and has provided them with an opportunity to reach their potential. Funding will be used for general support of their mission.

OnBikes Pensacola was started in 2016 by Pensacola native, Walker Wilson. The initial goal was to provide 100 bikes and helmets to children in Pensacola's local foster care system and guardian ad litem program. Through the generosity of the local community, OnBikes has given over 3,000 bikes, bike locks, helmets and countless smiles to children in Pensacola. Through donations and sponsorships, they have been able to provide bikes to children in the Families First Foster Care Program, the Boys and Girls Club, Escambia County Schools, the Ronald McDonald House and Big Brothers Big Sisters of Northwest Florida. Almost all of these children were receiving bikes for the very first time. Funding will be used towards the purchase of bicycles.

Give It A Tri (GIAT) Youth Sports Organization was formed in 2019 to sponsor, manage and execute multisport race events. The monies raised through sponsorship and race registration will be used to assist youth athletics with charitable donations and grants in Escambia and Santa Rosa Counties. GIAT concentrates its outreach to youth organizations that promote athletics and a healthy lifestyle. There is a required \$10 membership with the sanctioning entity USA Triathlon (USAT) to be able to participate and part of that fee ensures young athletes are covered in the unfortunate event of injury during the event. Funding will be used towards the required membership costs for approximately 100 participants in order to keep costs low for them which will encourage opportunities for physical activity for Pensacola's youth.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy

FUNDING:

Budget:	\$24,354	Current Balance - District 4 Discretionary Funds
Actual:	\$ 1,000	Rally! Foundation for Childhood Cancer Research
	1,000	Ciclovia Pensacola
	1,000	Big Brothers Big Sisters of Northwest Florida
	1,000	OnBikes Pensacola
	1,000	Give It A Tri Youth Sports Organization
	<u>\$ 5,000</u>	

FINANCIAL IMPACT:

A balance of \$24,354 is currently within the District 4 Discretionary Fund Account. Upon approval by City Council, a balance of \$19,354 will remain within that account.

STAFF CONTACT:

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00943

City Council

9/29/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Ann Hill

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT ANN HILL - DISTRICT 6

RECOMMENDATION:

That City Council approve funding of \$250 to 17:18 Ministries, Inc. d/b/a Pensacola Dream Center for expenses related to the Walk for Freedom event to be held on October 15, 2022 and \$250 to the Lamplighter Academic and Mentoring Program.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with the Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

The annual Walk for Freedom event will be held on October 15, 2022. The event is free to the public and will begin on Palafox Pier and continue on for a one mile walk to raise awareness in our community about human trafficking. This is a world-wide event and will occur not only across the United States, but in other countries as well. Funding will be used to offset costs associated with the event.

The Lamplighter Academy and Mentoring Program, Inc. is a non-profit organization whose mission is to positively impact the local community by teaching leadership skills, improving academic performance, nurturing maturity and encouraging perseverance in young males aged 5 - 18 which will benefit the citizens of this community. Funding will be used to assist with the mentoring program.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy

FUNDING:

Budget: \$5,422.68 Current Balance - District 6 Discretionary Funds

Actual:	\$ 250.00	17:18 Ministries Inc., d/b/a Pensacola Dream Center
	<u>250.00</u>	Lamplighter Academic and Mentoring Program
	\$ <u>500.00</u>	

FINANCIAL IMPACT:

A balance of \$5,422.68 is currently within the District 6 Discretionary Fund Account. Upon approval by City Council a balance of \$4,922.68 will remain within that account.

STAFF CONTACT:

Don Kraher, Council Executive
Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00952

City Council

9/29/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Vice President Delarian Wiggins

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE PRESIDENT DELARIAN WIGGINS - DISTRICT 7

RECOMMENDATION:

That City Council approve funding of \$1,000 for the Real Women Radio Foundation and \$500 for the Pensacola Omega Lamplighters from the City Council Discretionary Funds for District 7.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with the Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

Founded in 2018, the Real Women Radio Foundation is an organization whose mission is to build economically vibrant and sustainable communities through strategic partnerships with businesses and organizations throughout Northwest Florida. Their programs focus on underserved communities and vulnerable populations. Funding will be used to assist with the youth in our community. There is a growing need for positive role-models for males/females between the ages of 8 - 19. The Real Women Radio Foundation focuses on the relationship between self-esteem, education and employment. The funding will allow participants to be supplied with self-care/hygiene products; clothing; vouchers for haircuts as well as contribute towards a youth fashion show to be held during the Martin Luther King, Jr. weekend in 2023.

The Pensacola Omega Lamplighters is a non-profit organization whose mission is to empower youth with academic and social skills, community connections, and progressive opportunities necessary to ensure their roles as active, educated, and responsible citizens. The funding will be used towards the Miss Omega Lamplighter Pageant to be held on October 23, 2022.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy

FUNDING:

Budget:	\$3,147	Current Balance - District 7 Discretionary Funds
Actual:	\$1,000	Real Women Radio Foundation
	<u>500</u>	Pensacola Omega Lamplighters
	<u>\$1,500</u>	

FINANCIAL IMPACT:

A balance of \$3,147 is currently within the District 7 Discretionary Fund Account. Upon approval by City Council, a balance of \$1,647 will remain within that account.

STAFF CONTACT:

Don Kraher, Council Executive
Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00742

City Council

9/29/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PUBLIC HEARING: REQUEST TO VACATE RIGHTS OF WAY - AIRLINE DRIVE, ST. ANNE DRIVE, DOUGLAS AVENUE, SHERRILL AVENUE, AND EXECUTIVE PLAZA

RECOMMENDATION:

That City Council conduct a Public Hearing on September 15, 2022 to consider the request to vacate the Rights of Way - Airline Drive, St. Anne Drive, Douglas Avenue between Tippin Avenue and Airport Property, Sherrill Avenue, and Executive Plaza.

HEARING REQUIRED: Public

SUMMARY:

Pensacola International Airport requests that City Council approve a vacation of Rights of Way of Airline Drive, St. Anne Drive, Douglas Avenue between Tippin Avenue and Airport Property, Sherrill Avenue, and Executive Plaza. The primary purpose of the vacation is to accommodate future expansion of Pensacola International Airport.

The Planning Department received a Vacation of Right-of-Way (ROW) application from the Pensacola International Airport to vacate five streets in the area known as Air Commerce Park.

All parcels in the former subdivision were purchased in their entirety by the City of Pensacola for the purpose of expanding Pensacola International Airport. The property is to be redeveloped as part of a maintenance/repair/overhaul facility to be leased to VT Mobile Aerospace Engineering (also known as Project Titan Element 2). All parcels are vacant with the exception of American Mini Warehouses, which tenants have been properly notified and was closed on September 1, 2022.

This request has been routed through the various City departments and utility providers and their comments are attached for your review.

The Planning Board approved the request during the August 9, 2022 meeting on a vote of 5:0.

PRIOR ACTION:

N/A

FUNDING:

N/A

FINANCIAL IMPACT:

Redeveloped property will increase revenue to the Pensacola International Airport for hangar leases.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

9/12/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator - Administration & Enterprise
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 50-22
- 2) Pensacola Airport Vacation of Right-of-Way Application
- 3) Planning Board Minutes August 9, 2022 DRAFT
- 4) Review Comments Airport Vacation of ROW
- 5) Campus Heights and Executive Plaza ROW Vacation Map

PRESENTATION: No

PROPOSED
ORDINANCE NO. 50-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND VACATING AIRLINE DRIVE, ST. ANNE DRIVE, DOUGLAS AVENUE, SHERRILL AVENUE, AND EXECUTIVE PLAZA; IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a public hearing was held on September 29, 2022, as to the vacation of Airline Drive, St. Anne Drive, Douglas Avenue, Sherrill Avenue, and Executive Plaza rights-of-way; Pensacola, Escambia County, Florida; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

All that portion of right of way of Airplane Drive (formerly Auburn Avenue), St. Anne Dr., Airplane Drive (formerly Clemson Avenue), Douglas Drive and Sherrill Avenue, lying and being within the Pensacola International Airport – College Heights Annexation Phase 1

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

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

SECTION 4. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

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

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

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk



VACATION OF ALLEY OR STREET RIGHT OF WAY

Fee: \$2,000.00

Rehearing/Rescheduling Planning Board: \$250.00

Rehearing/Rescheduling City Council: \$500.00

Applicant Information:

Name: Pensacola International Airport

Address: 2430 Airport Boulevard, Suite 225, Pensacola, FL 32504

Phone: 850-436-5000

Fax: 850-436-5006

Email: kibold@cityofpensacola.com

Property Information:

Owner Name: Pensacola International Airport

Location/Address: Campus Heights & Executive Plaza

Legal Description: Please attach a full legal description (from deed or survey)

Purpose of vacation of city right of way/comments:

All parcels in the former subdivision were purchased in their entirety by the City of Pensacola for the purpose of expanding Pensacola International Airport. The property is to be redeveloped as part of a maintenance/repair/overhaul facility to be leased to VT Mobile Aerospace Engineering (also known as Project Titan Element 2). All parcels are vacant with the exception of American Mini Warehouses, which tenants have been properly notified and will be closed August 1, 2022.

I, the undersigned applicant, understand that submittal of this application does not entitle me to approval of this vacation request and that no refund of these fees will be made. I have reviewed a copy of the applicable regulations and understand that I must be present on the date of the Planning Board and City Council meeting.

Signature of Applicant
(Owner of Property or Official Representative of Owner)

Date

7/7/22

Matthew Coughlin, Airport Director

FOR OFFICE USE ONLY

District: _____

Date Received: _____

Case Number: _____

Date Postcards mailed: _____

Planning Board Date: _____

Recommendation: _____

Council Date: _____

Council Action: _____

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

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

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

- (1) An application for vacation of streets, alleys or other public right-of-way must be submitted to the community development department at least twenty-one (21) days prior to the regularly scheduled meeting of the planning board.
- (2) The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.
- (3) No application shall be considered complete until all of the following have been submitted:
 - (a) The application shall be submitted on a form provided by the board secretary.
 - (b) Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:
 1. Accurate site plan drawn to scale;
 2. A legal description of the property proposed to be vacated;
 3. Proof of ownership of the adjacent property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;
 4. Reason for vacation request;
 5. Petition form signed by all property owners abutting the portion of the right-of-way or alley to be vacated.
 - (c) The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.
 - (d) Any party may appear in person, by agent, or by attorney.
 - (e) Any application may be withdrawn prior to action of the planning board or city council at the discretion of the applicant initiating the request upon written notice to the board secretary.

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

- (1) Public notice for vacation of streets, alleys.
 - (a) A sign shall be prominently posted on the property to which the application pertains- at least seven (7) days prior to the scheduled board meeting.
 - (b) The community development department shall notify property owners within a three hundred (300) radius, as identified by the current Escambia County tax roll maps, of the property proposed for vacation with a public notice by post card at least five (5) days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.

(C) *City council review and action.* The planning board recommendation shall be forwarded to the city council for review and action.

- (1) *Notice and hearing.* The city council shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting. Planning staff shall post a sign specifying the date and time of the public hearing at least seven (7) days prior to the hearing. A public notice shall be published in a local newspaper of general distribution stating the time, place and purpose of the hearing at least ten (10) days prior to the public hearing. The community development department shall notify property owners by certified mail, as identified by the current Escambia County tax roll, at least fifteen (15) days prior to the city council public hearing
 - (a) In case of an alley vacation request all adjacent owners shall be notified.
 - (b) In the case of a street vacation request, all property owners within three hundred feet (300') of the request shall be notified.
- (2) *Action.* The city council shall approve, approve with modifications, or deny the vacation request at the council public hearing. If the request is approved by the council, an ordinance will be drawn and read two (2) times following the public hearing, at which time the vacation becomes effective.

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

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

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

EXHIBIT A

ALL THAT PORTION OF RIGHT OF WAY OF AIRLANE DRIVE (FORMERLY AUBURN AVENUE), ST. ANNE DRIVE, AIRLANE DRIVE (FORMERLY CLEMSON AVENUE), DOUGLAS DRIVE AND SHERRILL AVENUE, LYING AND BEING WITHIN THE PENSACOLA INTERNATIONAL AIRPORT – COLLEGE HEIGHTS ANNEXATION PHASE I DESCRIPTION AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 3, AIRPORT EXECUTIVE PLAZA, AS RECORDED IN PLAT BOOK 11 AT PAGE 40 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N60°55'16"W ALONG THE SOUTH LINE OF SAID LOT FOR A DISTANCE OF 776.96 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA;

THENCE N03°10'03"E ALONG THE EAST RIGHT OF WAY OF TIPPIN AVENUE (RIGHT OF WAY VARIES), ALSO BEING THE WEST LINE OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA, FOR A DISTANCE OF 110.76 FEET TO THE NORTHWEST CORNER OF SAID LOT;

THENCE S68°50'23"E ALONG THE NORTH LINE OF SAID LOT FOR A DISTANCE OF 75.65 FEET;

THENCE N04°45'32"E FOR A DISTANCE OF 8.34 FEET;

THENCE S75°52'01"E FOR A DISTANCE OF 98.40 FEET TO A POINT OF THE EAST LINE OF LOT 1 OF SAID AIRPORT EXECUTIVE PLAZA;

THENCE N88°12'42"E FOR A DISTANCE OF 111.12 FEET;

THENCE N03°00'43"E FOR A DISTANCE OF 531.92 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF DOUGLAS DRIVE (40' R/W);

THENCE CONTINUE N03°00'43"E FOR A DISTANCE OF 40.18 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF SAID DOUGLAS DRIVE;

THENCE N86°55'24"W FOR A DISTANCE OF 278.42 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY OF DOUGLAS DRIVE (40' R/W) AND THE EAST RIGHT OF WAY OF TIPPIN AVENUE (R/W VARIES);

THENCE N03°21'54"E ALONG THE EAST RIGHT OF WAY OF TIPPIN AVENUE FOR A DISTANCE OF 192.07 FEET;

THENCE S85°51'36"E FOR A DISTANCE OF 164.32 FEET TO A POINT ON THE WEST LINE OF BLOCK 1, CAMPUS HEIGHTS, AS RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY;

THENCE N03°08'27"E ALONG SAID WEST LINE OF BLOCK 1 FOR A DISTANCE OF 429.83 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 1 OF SAID CAMPUS HEIGHTS;

THENCE S87°18'36"E FOR A DISTANCE OF 135.05 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 CAMPUS HEIGHTS, RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY;

THENCE S55°55'01"E FOR A DISTANCE OF 77.34 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 2, OF SAID CAMPUS HEIGHTS;

THENCE S86°56'30"E ALONG THE NORTH LINE OF SAID BLOCK 2 AND AN EXTENSION THEREOF FOR A DISTANCE OF 778.95 FEET TO A POINT ON THE WEST LINE OF BLOCK 4 OF SAID CAMPUS HEIGHTS;

THENCE S03°14'39"W ALONG SAID WEST LINE OF BLOCK 4 FOR A DISTANCE OF 580.19 FEET;

THENCE S86°52'41"E ALONG THE SOUTH LINE OF SAID BLOCK 4 FOR A DISTANCE OF 135.15 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK;

THENCE S02°51'38"W FOR A DISTANCE OF 39.96 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF DOUGLAS DRIVE (40' R/W);

THENCE N86°55'02"W ALONG THE SOUTH LINE OF DOUGLAS DRIVE FOR A DISTANCE OF 379.91 FEET TO THE INTERSECTION WITH THE EAST RIGHT OF WAY OF SHERRILL AVENUE (50' R/W);

THENCE S03°08'16"W ALONG SAID EAST RIGHT OF WAY FOR A DISTANCE OF 377.78 FEET;

THENCE S79°56'14"E FOR A DISTANCE OF 213.28 FEET;

THENCE S04°24'27"W FOR A DISTANCE OF 50.47 FEET;

THENCE CONTINUE S04°24'27"W FOR A DISTANCE OF 296.20 FEET;

THENCE N75°57'17"W FOR A DISTANCE OF 330.77 FEET TO A POINT ON THE EAST LINE OF LOT 3 OF SAID EXECUTIVE PLAZA;

THENCE S19°35'37"W FOR A DISTANCE OF 283.18 FEET TO THE POINT OF BEGINNING.

AND FURTHER

ALL THAT PORTION OF RIGHT OF WAY OF EXECUTIVE PLAZA, LYING AND BEING WITHIN THE PENSACOLA INTERNATIONAL AIRPORT – COLLEGE HEIGHTS ANNEXATION PHASE I DESCRIPTION AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 3, AIRPORT EXECUTIVE PLAZA, AS RECORDED IN PLAT BOOK 11 AT PAGE 40 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA;

THENCE N60°55'16"W ALONG THE SOUTH LINE OF SAID LOT FOR A DISTANCE OF 776.96 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA;

THENCE N03°10'03"E ALONG THE EAST RIGHT OF WAY OF TIPPIN AVENUE (RIGHT OF WAY VARIES), ALSO BEING THE WEST LINE OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA, FOR A DISTANCE OF 110.76 FEET TO THE NORTHWEST CORNER OF SAID LOT;

THENCE S68°50'23"E ALONG THE NORTH LINE OF SAID LOT FOR A DISTANCE OF 75.65 FEET;

THENCE N04°45'32"E FOR A DISTANCE OF 8.34 FEET;

THENCE S75°52'01"E FOR A DISTANCE OF 98.40 FEET TO A POINT OF THE EAST LINE OF LOT 1 OF SAID AIRPORT EXECUTIVE PLAZA;

THENCE N88°12'42"E FOR A DISTANCE OF 111.12 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 6 OF SAID AIRPORT EXECUTIVE PLAZA AND THE NORTHERN RIGHT OF WAY OF EXECUTIVE PLAZA, SAID INTERSECTION BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED;

THENCE S60°55'16"E FOR A DISTANCE OF 297.97 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 99°27'46";

THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 43.40 FEET TO THE POINT OF TANGENCY;

THENCE N19°36'58"E FOR A DISTANCE OF 155.07 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A DELTA ANGLE OF 36°52'12";

THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 32.18 FEET TO THE POINT OF A REVERSE CURVE TO THE RIGHT, SAID REVERSE CURVE HAVING A RADIUS OF 50.00 FEET AND A DELTA ANGLE OF 253°44'23";

THENCE ALONG THE ARC OF THE SAID CURVE FOR A DISTANCE OF 221.43 FEET TO THE POINT OF A REVERSE CURVE TO THE LEFT, SAID REVERSE CURVE HAVING A RADIUS OF 50.00 FEET AND A DELTA ANGLE OF 36°52'12";

THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 32.18 FEET TO THE POINT OF TANGENCY;

THENCE S19°36'58"W FOR A DISTANCE OF 155.07 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 85.00 FEET AND A DELTA ANGLE OF 99°27'46";

THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 147.56 FEET TO THE POINT OF TANGENCY;

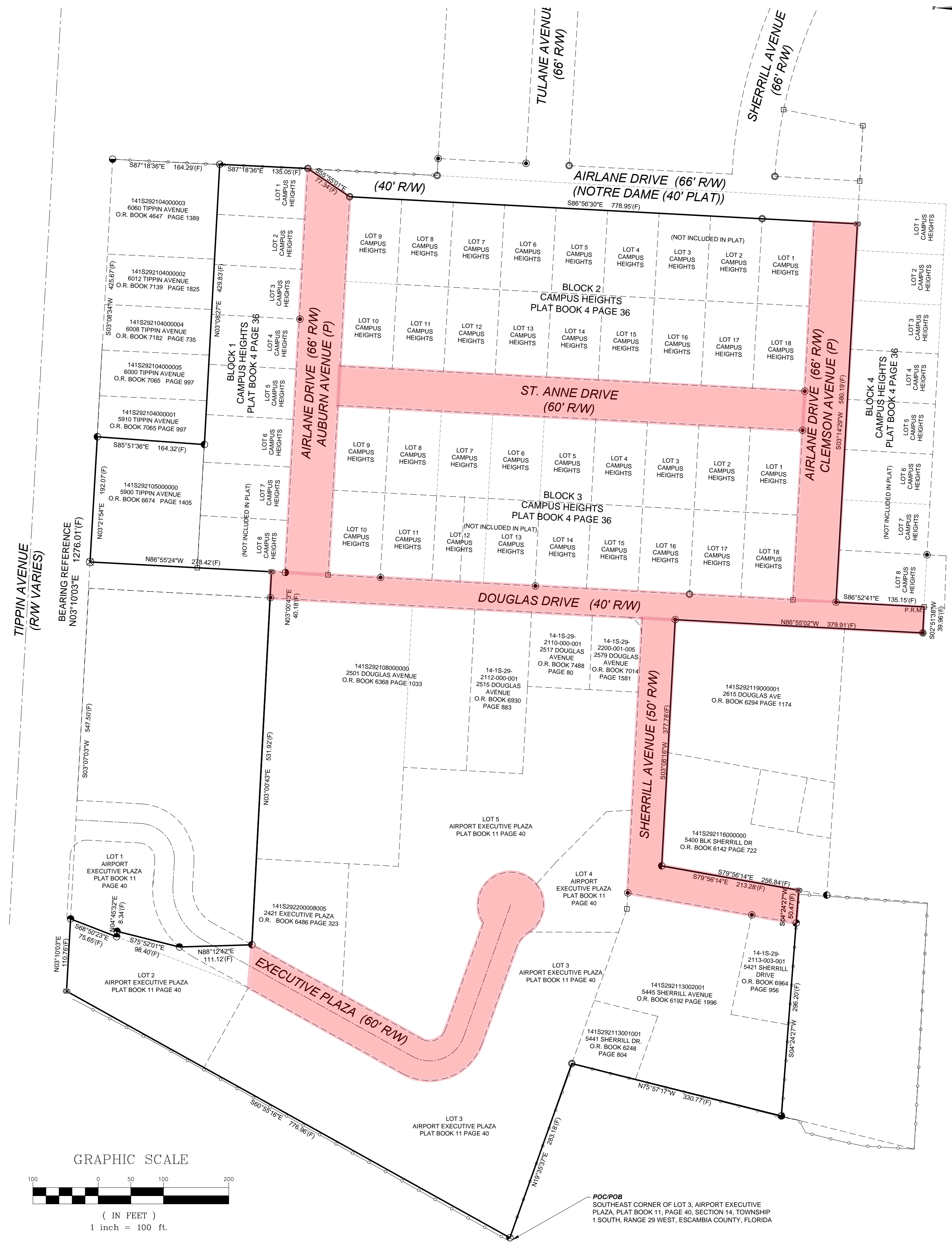
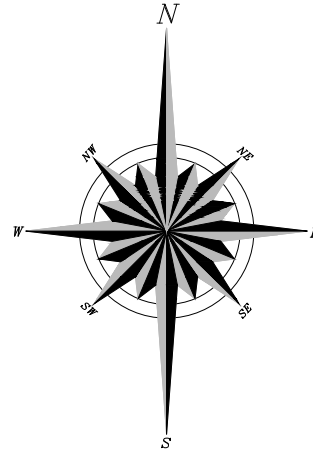
THENCE N60°55'16"W FOR A DISTANCE OF 268.62 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 6 OF SAID AIRPORT EXECUTIVE PLAZA AND THE SOUTHERN RIGHT OF WAY OF EXECUTIVE PLAZA ;

THENCE N03°00'54"E FOR A DISTANCE OF 66.79 FEET TO THE POINT OF BEGINNING.

CITY OF PENSACOLA PROPOSED CAMPUS HEIGHTS ANNEXATION PHASE I

EXHIBIT A-1

STREETS TO BE VACATED



DESCRIPTION OF PROPOSED ANNEXATION:

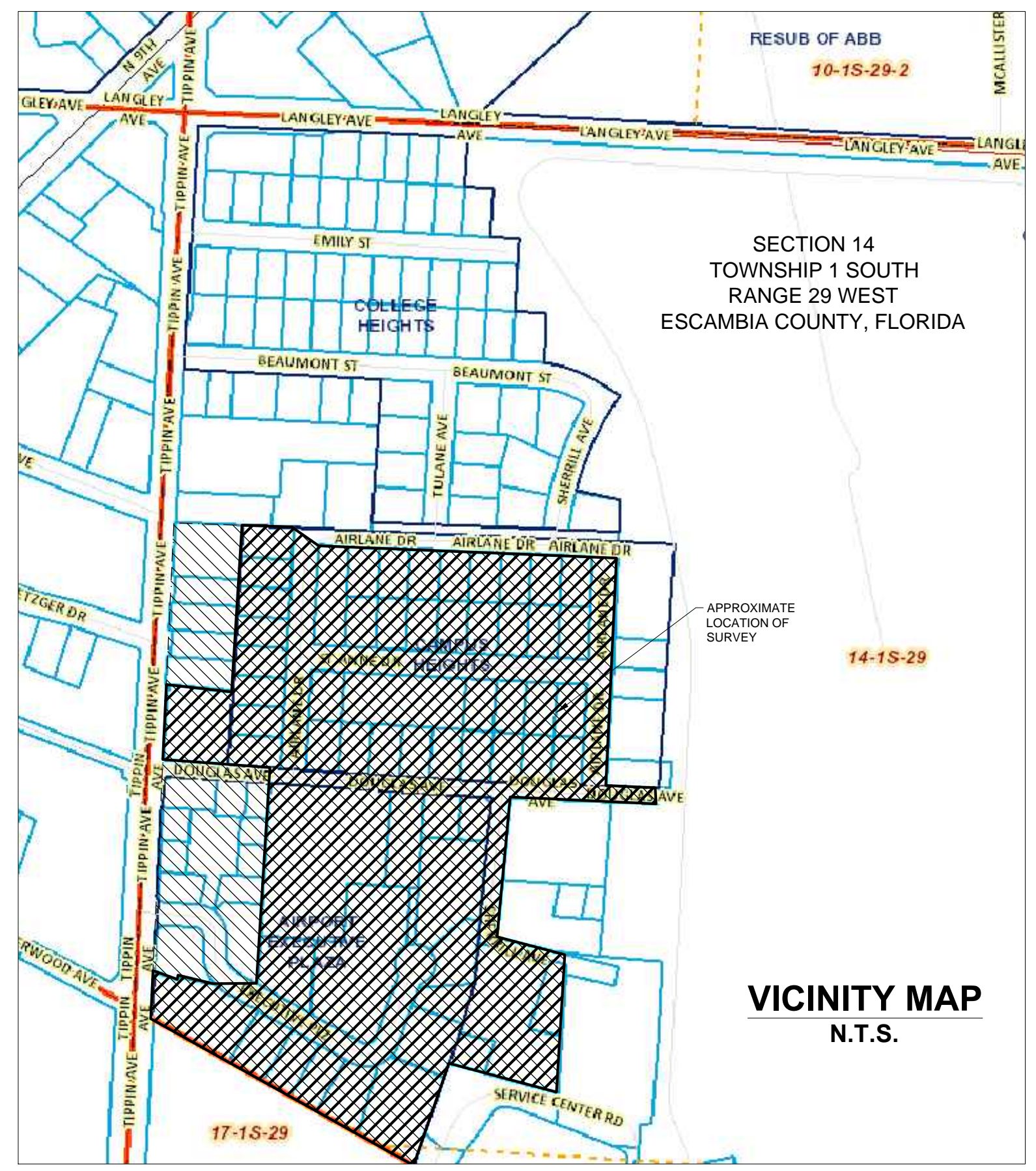
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DESCRIPTION OF CITY OF PENSACOLA OWNED PORTION OF PROPOSED ANNEXATION:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 3, AIRPORT EXECUTIVE PLAZA, AS RECORDED IN PLAT BOOK 11 AT PAGE 40 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE N60°55'16"W ALONG THE SOUTH LINE OF SAID LOT FOR 776.96 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE N03°10'03"E ALONG THE EAST RIGHT OF WAY OF TIPPIN AVENUE (RIGHT OF WAY VARIES) ALSO BEING THE WEST LINE OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA FOR A DISTANCE OF 110.76 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE S88°50'23"E ALONG THE NORTH LINE OF SAID LOT FOR 75.65 FEET; THENCE N04°45'32"E FOR A DISTANCE OF 8.34 FEET; THENCE S75°52'01"E FOR A DISTANCE OF 98.40 FEET TO A POINT ON THE EAST LINE OF LOT 1 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE N88°12'42"E FOR A DISTANCE OF 111.12 FEET; THENCE N03°00'43"E FOR A DISTANCE OF 531.92 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF DOUGLAS DRIVE (40' RW); THENCE CONTINUE N03°00'43"E FOR A DISTANCE OF 40.18 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF SAID DOUGLAS DRIVE; THENCE N86°55'24"W FOR A DISTANCE OF 278.42 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY OF DOUGLAS DRIVE (40' RW) AND THE EAST RIGHT OF WAY OF TIPPIN AVENUE (RW VARIES); THENCE N03°21'54"E ALONG THE EAST RIGHT OF WAY OF TIPPIN AVENUE FOR A DISTANCE OF 192.07 FEET; THENCE S85°51'36"E FOR A DISTANCE OF 164.32 FEET TO A POINT ON THE WEST LINE OF BLOCK 1, CAMPUS HEIGHTS, AS RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY; THENCE N03°08'27"E ALONG SAID WEST LINE OF BLOCK 1 FOR 429.83 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 1 OF SAID CAMPUS HEIGHTS; THENCE S87°18'36"E FOR A DISTANCE OF 135.05 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 CAMPUS HEIGHTS, RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY; THENCE S55°55'01"E FOR A DISTANCE OF 77.34 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 2, OF SAID CAMPUS HEIGHTS; THENCE S88°56'30"E ALONG THE NORTH LINE OF SAID BLOCK 2 AND AN EXTENSION THEREOF A DISTANCE OF 779.95 FEET TO A POINT ON THE WEST LINE OF BLOCK 4 OF SAID CAMPUS HEIGHTS; THENCE S03°14'29"W ALONG SAID WEST LINE OF BLOCK 4 FOR 580.19 FEET; THENCE S86°52'41"E ALONG THE SOUTH LINE OF SAID BLOCK 4 FOR 135.15 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK; THENCE S02°51'38"W FOR A DISTANCE OF 39.96 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF DOUGLAS DRIVE (40' RW); THENCE N86°55'02"W ALONG THE SOUTH LINE OF DOUGLAS DRIVE FOR 379.91 FEET TO THE INTERSECTION WITH THE EAST RIGHT OF WAY OF SHERRILL AVENUE (50' RW); THENCE S03°08'16"W ALONG SAID EAST RIGHT OF WAY FOR A DISTANCE OF 377.78 FEET; THENCE S79°56'14"W FOR 213.28 FEET; THENCE S04°24'27"W FOR 50.47 FEET; THENCE CONTINUE S04°24'27"W FOR A DISTANCE OF 296.20 FEET; THENCE N75°57'17"W FOR A DISTANCE OF 330.77 FEET TO A POINT ON THE EAST LINE OF LOT 3 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE S19°35'37"W FOR A DISTANCE OF 283.18 FEET TO THE POINT OF BEGINNING.

NO.	DESCRIPTION	BY	DATE

TITLE	SPECIFIC PURPOSE SURVEY		
DWG. NO.	2 OF 2	SCALE	1"=100'
DRAWN BY	AC	CHECKED BY	RLW
DATE	FEBRUARY 2017	JOB NO.	1701034
PHASE I AIRPORT PROPERTY ONLY CAMPUS HEIGHTS & EXECUTIVE PLAZA FOR CITY OF PENSACOLA PENSACOLA, FLORIDA 32504			



NOTES:

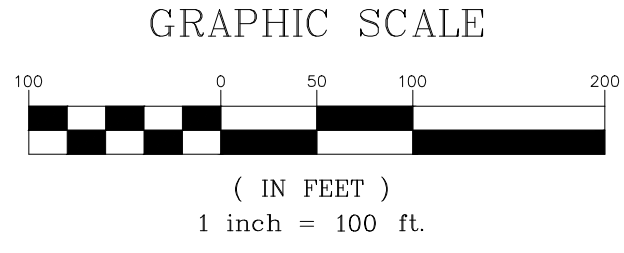
- FIELD WORK FOR THIS SURVEY WAS COMPLETED ON FEBRUARY 23, 2017.
- THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
- ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. IT IS BEING COPIED OR REPRODUCED EITHER IN WHOLE OR IN PART OR TO BE USED FOR ANY OTHER FINANCIAL TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT THE PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
- BEARINGS SHOWN HEREON ARE BASED ON THE EAST RIGHT OF WAY LINE OF TIPPIN AVENUE AS NORTH 03°10'03" EAST.
- FENCE LINES ARE EXAGGERATED FOR CLARITY.
- ENCROACHMENTS ARE AS SHOWN.

CORNER LEGEND

- ⊗ FND "X" CUT INTO CONCRETE
- ⊠ FND 4" x 4" CONCRETE MONUMENT
- ⊙ FND IRON PIPE (SIZE INDICATED)
- FND 1/2" IRON ROD (SIZE INDICATED)
- FND CAPPED IRON ROD (ILLEGIBLE)
- ⦿ FND CAPPED IRON ROD #679
- ⦿ FND CAPPED IRON ROD #6112
- ⦿ FND CAPPED IRON ROD #6679
- ⦿ FND CAPPED IRON ROD #6832
- ⦿ FND CAPPED IRON ROD #6861
- ⦿ FND CAPPED IRON ROD #7092
- ⦿ FND CAPPED IRON ROD #7174
- ⦿ SET 1/2" CAPPED IRON ROD #7612

LEGEND

- (F) FIELD MEASUREMENT
- (P) PLAT MEASUREMENT
- (D) DEED MEASUREMENT
- (C) CALCULATED MEASUREMENT
- R/W RIGHT - OF - WAY
- FND FOUND MONUMENTATION
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- O.R. OFFICIAL RECORDS



THE SURVEY SHOWN HEREON IS TRUE AND CORRECT AND IN COMPLIANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Rob L. Working
ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 5878

360 Surveying Services, Inc.
Professional Land Surveyors
1801 Creighton Road-Pensacola, Florida 32504
Office: (850) 857-4400





MINUTES OF THE PLANNING BOARD
August 9, 2022

MEMBERS PRESENT: Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Powell, Board Member Villegas

MEMBERS ABSENT: Board Member Sampson, Board Member Van Hoose

STAFF PRESENT: Assistant Planning & Zoning Manager Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Help Desk Technician Russo, Deputy City Administrator Forte, Assistant Airport Director Levitt, Executive Assistant Chwastyk

STAFF VIRTUAL: Senior Planner Statler, Development Services Director Morris, Urban Design Specialist Parker, City Engineer Hinote

OTHERS PRESENT: Arlean Bonner, John Fitzgerald, Ron Fitzgerald, Andrea Turner, JJ Ziecwski, William Campbell, Garry Crook, Monica Michalowski, James L. Gulley, Maureen Menton, Beau Box, Clifford Stokes, Helen Stokes, David Knight, Linda Knight, Susan Salamone, Jonathan Green, Jack Myslak, Jason Rebol, Andrew Rothfeder, Neil Tucker

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from July 12, 2022
- **New Business:**
- Request for Vacation of Right-of-Way – Pensacola International Airport – Campus Heights and Executive Plaza
- Request for Final Plat Approval – Stillman Subdivision
- Request for Preliminary Plat Approval – Tarragona Townhomes
- Request for Preliminary Plat Approval – Red Feather Subdivision
- Request for Zoning Map and Future Land Use Map (FLUM) Amendment for 515, 517, and 523 Hewitt Street
- Request for Zoning Map and Future Land Use Map (FLUM) Amendment for Baptist Hospital
- Open Forum

- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Paul Ritz called the meeting to order at 2:02 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes - Board Member Grundhoefer made a motion to approve the July 12, 2022 minutes, seconded by Board Member Villegas, and it carried 5:0.

New Business –

Request for Vacation of Right-of-Way – Pensacola International Airport – Campus Heights and Executive Plaza

Assistant Planning & Zoning Manager Cannon introduced the item. Assistant Airport Director Levitt clarified what property the Airport already owned. Chairperson Paul Ritz stated that they would not be blocking anyone's homestead or real estate. Assistant Airport Director Levitt spoke on the annexation that took place a year ago on the property to the south. Board Member Grundhoefer confirmed this was just a vacation of ROW and not a zoning change and that the property is owned by the City. Board Member Grundhoefer asked if they were turning these into hangers and warehouses and if there were residents in that area. Assistant Airport Director Levitt stated yes, they would be hangers and warehouses and that there were no residents on Langley and only one on Tippen. Board Member Grundhoefer asked if the areas to the north had been vacated and Assistant Airport Director Levitt answered yes. **Board member Villegas made a motion to approve, seconded by Vice Chairperson Larson, and it carried 5:0.**

Request for Final Plat Approval – Stillman Subdivision

Assistant Planning & Zoning Manager Cannon introduced the item. Assistant Planning & Zoning Manager Cannon stated the preliminary plat came before the board in June and that minor revisions had been made with the addition of notes or surveyor comments that staff asked to be added. Assistant Planning & Zoning Manager Cannon stated once the Planning Board made a decision it would go before the City Council as a Quasi-Judicial hearing at their next meeting. Chairperson Paul Ritz asked that item be moved to a later time since a representative was not there to speak on the item.

Request for Preliminary Plat Approval – Tarragona Townhomes

Assistant Planning & Zoning Manager Cannon stated that this is a site specific zoning district. Assistant Planning & Zoning Manager Cannon explained that a site-specific zoning district is designed to allow for more flexibility in building standards and site design. Jonathan Green, project manager stated this is a subdivision of six lots for a townhome project and that they have an easement for the sewer along the back. Jonathan Green stated that they are exempt from stormwater requirements from the State. Assistant Planning & Zoning Manager Cannon stated that there were very minor comments made by City staff. Board Member Grundhoefer asked that since this was reviewed by Architectural Review Board staff in 2006 would this be resubmitted as a new design to the Architectural Review Board? Historic Preservation Planner Harding stated

that the conceptual plans came before the Architectural Review Board in April 2021 and that the final design will come before the Architectural Review Board in the coming months. JJ Zielinski stated the stormwater from the roof will be routed to the underground stormwater system and will not be shed into the street. **Board Member Villegas made a motion to approve the request, seconded by Board member Powell, and it carried 5:0.**

Request for Preliminary Plat Approval – Red Feather Subdivision

Assistant Planning & Zoning Manager Cannon stated that this had already been approved by the Planning Board on March 9, 2021, but because they did not resubmit within the 365 day timeline they were required to resubmit a new application. Assistant Planning & Zoning Manager Cannon stated the preliminary plat mirrors what was previously submitted. Jason Rebol confirmed that nothing has changed and that there were only minor notes to be addressed. Chairperson Paul Ritz stated there was additional information regarding emergency egress and that those were addressed and approved by the fire department. Board Member Grundhoefer wanted clarification on how the egress would be accomplished. Jason Rebol stated there will be deeded access that will always be maintained and accessible. Board Member Powell inquired about the notes from Engineering regarding the addition of a roadway. Assistant Planning & Zoning Manager Cannon stated Engineering and Public Works comments were satisfied. **Board Member Powell made a motion to approve the request, seconded by Board member Villegas, and it carried 5:0.**

Request for Zoning Map and Future Land Use Map (FLUM) Amendment for 515, 517, and 523 Hewitt Street

Chairperson Paul Ritz opened with a statement to the board on whether it is appropriate for this land to be rezoned from R-2 to C-1. Assistant Planning & Zoning Manager Cannon clarified the intent of C-1. The applicant's representative, Attorney Susan Salamone, stated that 515 and 517 Hewitt Street are being used as parking and the goal is for 523 to be used in the same way. Board Member Powell asked for clarification on the lines indicating C-1 on the map. Arlene Bonner, the resident adjacent to 523 Hewitt St., stated they do not have any mixed-use areas on their street and that she did not see how this was harmonious with the neighborhood. A discussion continued regarding the adjacent C-2 zoned area. Arlene Bonner stated that she and her neighbors feel they do not need another parking lot. Susan Salamone stated 523 Hewitt St. is owned by doctors and 515 and 517 Hewitt St. are under a separate ownership. Board Member Grundhoefer asked if 515 and 517 Hewitt St. are an approved use as a parking lot. Assistant Planning & Zoning Manager Cannon answered it is an approved use. Discussion continued regarding various ways that the applicant could achieve the use as a parking lot of 523 Hewitt St. Andrea Turner stated the goal is to use these parcels for overflow parking. Board Member Grundhoefer stated he was having difficulty approving this as C-1. Board Members discussed being hesitant to approve the request to make it C-1 and to further encroach into a residential zone. Board member Powell wanted to know specifically what the neighbors are concerned with. Arlene Bonner stated they were concerned about the traffic and the speeding of the employees. Board Member Grundhoefer suggested if all three parcels fell under one owner there wouldn't be any need to rezone. Chairperson Paul Ritz wanted to give a specific reason for their denial. Chairperson Paul Ritz stated their denial is due to their hesitation to allow C-1 to

encroach further into an R-1AA zoning district in this location. Chairperson Paul Ritz stated the vehicle they have chosen to achieve additional parking is inappropriate, especially if they are able to achieve it otherwise. **Board Member Powell made a motion to deny the request, seconded by Board member Grundhoefer, and it carried 5:0.**

Request for Zoning Map and Future Land Use Map (FLUM) Amendment for Baptist Hospital

Jason Rebol, the applicant's representative, addressed the board and stated that Baptist Hospital will be putting the fifty – two (52) acres up for sale to a master developer, and that they are trying to control what goes into this redevelopment. He also stated there is currently no specific use in mind for the redevelopment of this site. Chairperson Paul Ritz stated that he was surprised that this parcel is currently zoned R-2 because it largely functions a commercial use. Jason Rebol stated representatives of Baptist have been speaking with the city to put back some of the original street blocks that were originally platted to bring back the neighborhood feel. Board Member Villegas expressed that this item was like the previous item where someone could come back and request more rezoning for C-1 in the future. Board Member Powell inquired if the goal was to have a commercial zoned parcel to offer to developers, Jason Rebol answered yes. Jason Rebol advised that they'd like to have free standing restaurants instead of them being connected to a residential structure. Board Members discussed how risky this would be since they do not know what will be going on that parcel amid all the residential homes. Board Member Grundhoefer inquired if anyone knew why a small parcel was already zoned C-1, Assistant Planning & Zoning Manager Cannon advised after much research she was unable to find anything regarding how that happened. Board Member Grundhoefer inquired if there were any advantage of going to an RNC verses C-1, Jason Rebol advised he was not sure until he researched what could go into RNC. James L. Gulley addressed the board to speak out against the rezoning. Chairperson Paul Ritz stated the Board has always been hesitant when people try to rezone for resale purposes. Vice Chairperson Larson advised that no matter what it's zoned, it will change the neighborhood drastically and he is not comfortable rezoning it to commercial. Board Member Grundhoefer stated he did receive feedback from a couple of neighbors who are against this rezoning. Chairperson Paul Ritz advised the reason behind the motion to deny is because C-1 is too intensive of a rezoning change and the Board is not comfortable with that at this time without input from a future property user. The fact that they are using it as a selling technique is not something the Board has appreciated in the past and continues to feel the same way. **Vice Chairperson Larson made a motion to deny the request, seconded by Board member Powell, and it carried 5:0.**

Request for Final Plat Approval – Stillman Subdivision

Chairperson Paul Ritz asked that the representative for Stillman Subdivision come forward and requested that Assistant Planning & Zoning Manager Cannon restate the item before the board. Assistant Planning & Zoning Manager Cannon also advised that the revisions came back with all comments addressed and approved by city staff. Board Member Grundhoefer inquired about the plan for the protected trees. Neil Tucker advised that landscaping plans were submitted but they have not been approved by the city arborist but that it will not affect the platting of the neighborhood. He stated that their plan is to replant all the trees onsite and that they would not be clear cutting the lots. Chairperson Paul Ritz inquired if they were cutting the right-of-way only and Neil Tucker answered yes. Board Member Villegas inquired they met all the requirements set forth by the city and Assistant Planning & Zoning Manager Cannon advised yes.

Chairperson Paul Ritz made a motion to approve the request, seconded by Board member Villegas, and it carried 5:0.

Open Forum – none

Discussion – none

Adjournment – With no further business, the Board adjourned at 3:46 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary of the Board

Department:

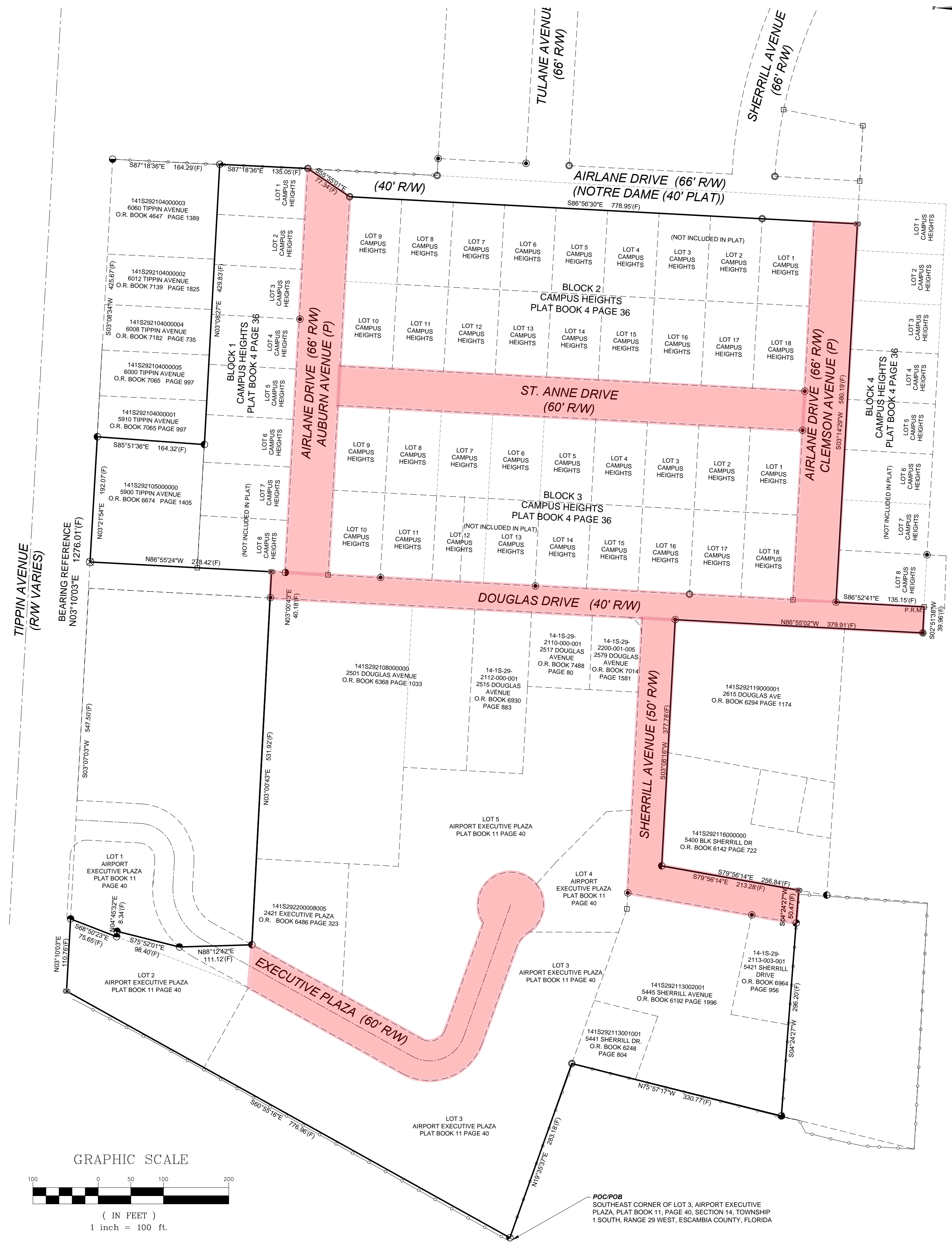
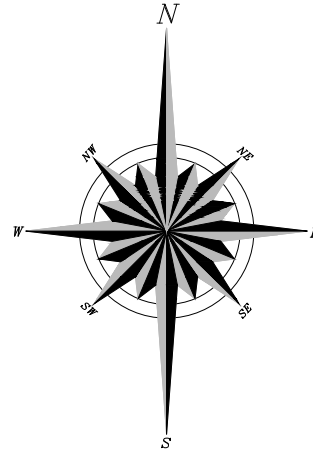
Comments:

FIRE	There are no objections from fire. Seems to be pretty straight forward since they will be terminating all existing infrastructure already onsite.
PW/E	No comments.
Insp Svcs	No comments.
ESP	Pensacola Energy has abandoned the majority of gas main within this area and east of Tippin Ave. There is one section remaining as shown in the attached map. We can schedule this for abandonment.
ECUA	In short, ECUA currently has water mains within these r/w's that served the homes that were formerly there. It is my understanding ECUA has no issues with the Airport looking to terminate the usage of those water mains under the condition that the Airport and the City coordinate with ECUA to perform capping/abandonment and other necessary disconnections. Please have the Airport/City contact ECUA Engineering to coordinate the abandonment of the water mains. ECUA will need easements for any infrastructure that it owns that is no longer situated in a public right-of-way.
FPL	FPL has overhead facilities within the ROW of Airline Dr, St Anne Dr, Douglas Ave, Sherrill Ave, and Executive Plz. See map below of existing locations.
ATT	We have facilities in the R/Ws of Douglas Ave, Sherrill Ave, Airline Dr, and St Anne Dr. Therefore, we will need easements to maintain those facilities.
Surveyor	No comments.
Planning	No comments.

CITY OF PENSACOLA PROPOSED CAMPUS HEIGHTS ANNEXATION PHASE I

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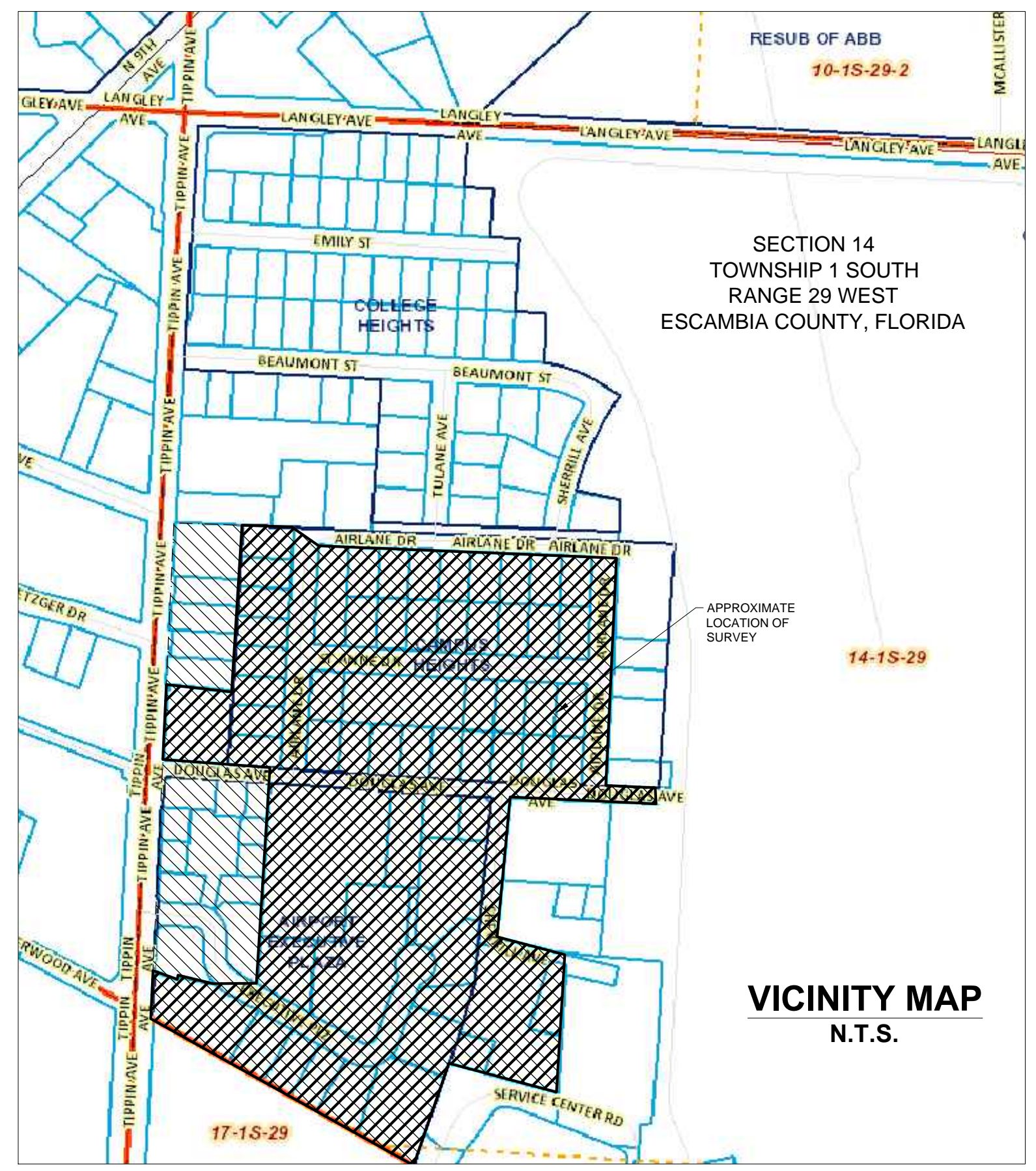
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COMMENCE AT THE SOUTHEAST CORNER OF LOT 3, AIRPORT EXECUTIVE PLAZA, AS RECORDED IN PLAT BOOK 11 AT PAGE 40 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE N60°55'16"W ALONG THE SOUTH LINE OF SAID LOT FOR 776.96 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE N03°10'03"E ALONG THE EAST RIGHT OF WAY OF TIPPIN AVENUE (RIGHT OF WAY VARIES) ALSO BEING THE WEST LINE OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA FOR A DISTANCE OF 110.76 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE S88°50'23"E ALONG THE NORTH LINE OF SAID LOT FOR 75.65 FEET; THENCE N04°45'32"E FOR A DISTANCE OF 8.34 FEET; THENCE S75°52'01"E FOR A DISTANCE OF 98.40 FEET TO A POINT ON THE EAST LINE OF LOT 1 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE N88°12'42"E FOR A DISTANCE OF 111.12 FEET; THENCE N03°00'43"E FOR A DISTANCE OF 531.92 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF DOUGLAS DRIVE (40' R/W); THENCE CONTINUE N03°00'43"E FOR A DISTANCE OF 40.18 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF SAID DOUGLAS DRIVE; THENCE N86°55'24"W FOR A DISTANCE OF 278.42 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY OF DOUGLAS DRIVE (40' R/W) AND THE EAST RIGHT OF WAY OF TIPPIN AVENUE (R/W VARIES); THENCE N03°21'54"E ALONG THE EAST RIGHT OF WAY OF TIPPIN AVENUE FOR A DISTANCE OF 192.07 FEET; THENCE S85°51'36"E FOR A DISTANCE OF 164.32 FEET TO A POINT ON THE WEST LINE OF BLOCK 1, CAMPUS HEIGHTS, AS RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY; THENCE N03°08'27"E ALONG SAID WEST LINE OF BLOCK 1 FOR 429.83 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 1 OF SAID CAMPUS HEIGHTS; THENCE S87°18'36"E FOR A DISTANCE OF 135.05 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 CAMPUS HEIGHTS, RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY; THENCE S55°55'01"E FOR A DISTANCE OF 77.34 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 2, OF SAID CAMPUS HEIGHTS; THENCE S86°56'30"E ALONG THE NORTH LINE OF SAID BLOCK 2 AND AN EXTENSION THEREOF A DISTANCE OF 778.95 FEET TO A POINT ON THE WEST LINE OF BLOCK 4 OF SAID CAMPUS HEIGHTS; THENCE S03°14'29"W ALONG SAID WEST LINE OF BLOCK 4 FOR 580.19 FEET; THENCE S86°52'41"E ALONG THE SOUTH LINE OF SAID BLOCK 4 FOR 135.15 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK; THENCE S02°51'38"W FOR A DISTANCE OF 39.96 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF DOUGLAS DRIVE (40' R/W); THENCE N86°55'02"W ALONG THE SOUTH LINE OF DOUGLAS DRIVE FOR 379.91 FEET TO THE INTERSECTION WITH THE EAST RIGHT OF WAY OF SHERRILL AVENUE (50' R/W); THENCE S03°08'16"W ALONG SAID EAST RIGHT OF WAY FOR A DISTANCE OF 377.78 FEET; THENCE S79°56'14"W FOR 213.28 FEET; THENCE S04°24'27"W FOR 50.47 FEET; THENCE CONTINUE S04°24'27"W FOR A DISTANCE OF 296.20 FEET; THENCE N75°57'17"W FOR A DISTANCE OF 330.77 FEET TO A POINT ON THE EAST LINE OF LOT 3 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE S19°35'37"W FOR A DISTANCE OF 283.18 FEET TO THE POINT OF BEGINNING.

NO.	DESCRIPTION	BY	DATE

TITLE	SPECIFIC PURPOSE SURVEY		
DWG. NO.	2 OF 2	SCALE	1"=100'
DRAWN BY	AC	CHECKED BY	RLW
DATE	FEBRUARY 2017	JOB NO.	1701034
PHASE I AIRPORT PROPERTY ONLY CAMPUS HEIGHTS & EXECUTIVE PLAZA FOR CITY OF PENSACOLA PENSACOLA, FLORIDA 32504			



NOTES:

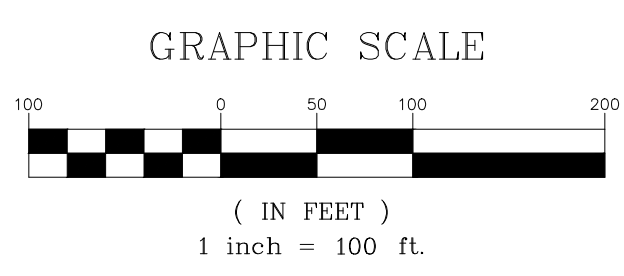
- FIELD WORK FOR THIS SURVEY WAS COMPLETED ON FEBRUARY 23, 2017.
- THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
- ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR IN PART, OR TO BE USED FOR ANY OTHER FINANCIAL TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT THE PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
- BEARINGS SHOWN HEREON ARE BASED ON THE EAST RIGHT OF WAY LINE OF TIPPIN AVENUE AS NORTH 03°10'03" EAST.
- FENCE LINES ARE EXAGGERATED FOR CLARITY.
- ENCROACHMENTS ARE AS SHOWN.

CORNER LEGEND

- ⊗ FND "X" CUT INTO CONCRETE
- ⊠ FND 4" x 4" CONCRETE MONUMENT
- ⊙ FND IRON PIPE (SIZE INDICATED)
- FND 1/2" IRON ROD (SIZE INDICATED)
- FND CAPPED IRON ROD (ILLEGIBLE)
- ⦿ FND CAPPED IRON ROD #6112
- ⦿ FND CAPPED IRON ROD #6679
- ⦿ FND CAPPED IRON ROD #6832
- ⦿ FND CAPPED IRON ROD #6861
- ⦿ FND CAPPED IRON ROD #7092
- ⦿ FND CAPPED IRON ROD #7174
- ⦿ SET 1/2" CAPPED IRON ROD #7612

LEGEND

- (F) FIELD MEASUREMENT
- (P) PLAT MEASUREMENT
- (D) DEED MEASUREMENT
- (C) CALCULATED MEASUREMENT
- R/W RIGHT - OF - WAY
- FND FOUND MONUMENTATION
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- O.R. OFFICIAL RECORDS



THE SURVEY SHOWN HEREON IS TRUE AND CORRECT AND IN COMPLIANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Rob L. Working
ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 5878

360 Surveying Services, Inc.
Professional Land Surveyors
1801 Creighton Road-Pensacola, Florida 32504
Office: (850) 857-4400





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 50-22

City Council

9/29/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 50-22 - REQUEST TO VACATE RIGHTS-OF-WAY - AIRLINE DRIVE, ST. ANNE DRIVE, DOUGLAS AVENUE, SHERRILL AVENUE, AND EXECUTIVE PLAZA

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 50-22 on first reading:

AN ORDINANCE CLOSING, ABANDONING AND VACATING AIRLINE DRIVE, ST. ANNE DRIVE, DOUGLAS AVENUE, SHERRILL AVENUE, AND EXECUTIVE PLAZA LYING BETWEEN AND WITHIN THE PENSACOLA INTERNATIONAL AIRPORT - COLLEGE HEIGHTS ANNEXATION PHASE I IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: Public

SUMMARY:

Pensacola International Airport requests that City Council approve a vacation of Rights-of-Way of Airline Drive, St. Anne Drive, Douglas Avenue between Tippin Avenue and Airport Property, Sherrill Avenue, and Executive Plaza. The primary purpose of the vacation is to accommodate future expansion of Pensacola International Airport.

The Planning Department received a Vacation of Right-of-Way (ROW) application from the Pensacola International Airport to vacate five streets in the area known as Air Commerce Park.

All parcels in the former subdivision were purchased in their entirety by the City of Pensacola for the purpose of expanding Pensacola International Airport. The property is to be redeveloped as part of a maintenance/repair/overhaul facility to be leased to VT Mobile Aerospace Engineering (also known as Project Titan Element 2). All parcels are vacant with the exception of American Mini Warehouses, which tenants have been properly notified and was closed on September 1, 2022.

This request has been routed through the various City departments and utility providers and their comments are attached for your review.

The Planning Board approved the request during the August 9, 2022 meeting on a vote of 5:0.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

9/12/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator - Administration & Enterprise
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

- 1) Proposed Ordinance 50-22
- 2) Vacation of Right-of-Way Application
- 3) Planning Board Minutes August 9, 2022 - DRAFT
- 4) Campus Heights and Executive Plaza ROW Vacation Map

PRESENTATION: No

PROPOSED
ORDINANCE NO. 50-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND VACATING AIRLINE DRIVE, ST. ANNE DRIVE, DOUGLAS AVENUE, SHERRILL AVENUE, AND EXECUTIVE PLAZA; IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a public hearing was held on September 29, 2022, as to the vacation of Airline Drive, St. Anne Drive, Douglas Avenue, Sherrill Avenue, and Executive Plaza rights-of-way; Pensacola, Escambia County, Florida; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

All that portion of right of way of Airline Drive (formerly Auburn Avenue), St. Anne Dr., Airline Drive (formerly Clemson Avenue), Douglas Drive and Sherrill Avenue, lying and being within the Pensacola International Airport – College Heights Annexation Phase 1

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

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

SECTION 4. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

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

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

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk



VACATION OF ALLEY OR STREET RIGHT OF WAY

Fee: \$2,000.00

Rehearing/Rescheduling Planning Board: \$250.00

Rehearing/Rescheduling City Council: \$500.00

Applicant Information:

Name: Pensacola International Airport

Address: 2430 Airport Boulevard, Suite 225, Pensacola, FL 32504

Phone: 850-436-5000

Fax: 850-436-5006

Email: kibold@cityofpensacola.com

Property Information:

Owner Name: Pensacola International Airport

Location/Address: Campus Heights & Executive Plaza

Legal Description: Please attach a full legal description (from deed or survey)

Purpose of vacation of city right of way/comments:

All parcels in the former subdivision were purchased in their entirety by the City of Pensacola for the purpose of expanding Pensacola International Airport. The property is to be redeveloped as part of a maintenance/repair/overhaul facility to be leased to VT Mobile Aerospace Engineering (also known as Project Titan Element 2). All parcels are vacant with the exception of American Mini Warehouses, which tenants have been properly notified and will be closed August 1, 2022.

I, the undersigned applicant, understand that submittal of this application does not entitle me to approval of this vacation request and that no refund of these fees will be made. I have reviewed a copy of the applicable regulations and understand that I must be present on the date of the Planning Board and City Council meeting.

Signature of Applicant
(Owner of Property or Official Representative of Owner)

Date

7/7/22

Matthew Coughlin, Airport Director

FOR OFFICE USE ONLY

District: _____

Date Received: _____

Case Number: _____

Date Postcards mailed: _____

Planning Board Date: _____

Recommendation: _____

Council Date: _____

Council Action: _____

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

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

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

- (1) An application for vacation of streets, alleys or other public right-of-way must be submitted to the community development department at least twenty-one (21) days prior to the regularly scheduled meeting of the planning board.
- (2) The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.
- (3) No application shall be considered complete until all of the following have been submitted:
 - (a) The application shall be submitted on a form provided by the board secretary.
 - (b) Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:
 1. Accurate site plan drawn to scale;
 2. A legal description of the property proposed to be vacated;
 3. Proof of ownership of the adjacent property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;
 4. Reason for vacation request;
 5. Petition form signed by all property owners abutting the portion of the right-of-way or alley to be vacated.
 - (c) The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.
 - (d) Any party may appear in person, by agent, or by attorney.
 - (e) Any application may be withdrawn prior to action of the planning board or city council at the discretion of the applicant initiating the request upon written notice to the board secretary.

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

- (1) Public notice for vacation of streets, alleys.
 - (a) A sign shall be prominently posted on the property to which the application pertains- at least seven (7) days prior to the scheduled board meeting.
 - (b) The community development department shall notify property owners within a three hundred (300) radius, as identified by the current Escambia County tax roll maps, of the property proposed for vacation with a public notice by post card at least five (5) days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.

(C) *City council review and action.* The planning board recommendation shall be forwarded to the city council for review and action.

- (1) *Notice and hearing.* The city council shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting. Planning staff shall post a sign specifying the date and time of the public hearing at least seven (7) days prior to the hearing. A public notice shall be published in a local newspaper of general distribution stating the time, place and purpose of the hearing at least ten (10) days prior to the public hearing. The community development department shall notify property owners by certified mail, as identified by the current Escambia County tax roll, at least fifteen (15) days prior to the city council public hearing
 - (a) In case of an alley vacation request all adjacent owners shall be notified.
 - (b) In the case of a street vacation request, all property owners within three hundred feet (300') of the request shall be notified.
- (2) *Action.* The city council shall approve, approve with modifications, or deny the vacation request at the council public hearing. If the request is approved by the council, an ordinance will be drawn and read two (2) times following the public hearing, at which time the vacation becomes effective.

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

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

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

EXHIBIT A

ALL THAT PORTION OF RIGHT OF WAY OF AIRLANE DRIVE (FORMERLY AUBURN AVENUE), ST. ANNE DRIVE, AIRLANE DRIVE (FORMERLY CLEMSON AVENUE), DOUGLAS DRIVE AND SHERRILL AVENUE, LYING AND BEING WITHIN THE PENSACOLA INTERNATIONAL AIRPORT – COLLEGE HEIGHTS ANNEXATION PHASE I DESCRIPTION AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 3, AIRPORT EXECUTIVE PLAZA, AS RECORDED IN PLAT BOOK 11 AT PAGE 40 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N60°55'16"W ALONG THE SOUTH LINE OF SAID LOT FOR A DISTANCE OF 776.96 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA;

THENCE N03°10'03"E ALONG THE EAST RIGHT OF WAY OF TIPPIN AVENUE (RIGHT OF WAY VARIES), ALSO BEING THE WEST LINE OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA, FOR A DISTANCE OF 110.76 FEET TO THE NORTHWEST CORNER OF SAID LOT;

THENCE S68°50'23"E ALONG THE NORTH LINE OF SAID LOT FOR A DISTANCE OF 75.65 FEET;

THENCE N04°45'32"E FOR A DISTANCE OF 8.34 FEET;

THENCE S75°52'01"E FOR A DISTANCE OF 98.40 FEET TO A POINT OF THE EAST LINE OF LOT 1 OF SAID AIRPORT EXECUTIVE PLAZA;

THENCE N88°12'42"E FOR A DISTANCE OF 111.12 FEET;

THENCE N03°00'43"E FOR A DISTANCE OF 531.92 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF DOUGLAS DRIVE (40' R/W);

THENCE CONTINUE N03°00'43"E FOR A DISTANCE OF 40.18 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF SAID DOUGLAS DRIVE;

THENCE N86°55'24"W FOR A DISTANCE OF 278.42 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY OF DOUGLAS DRIVE (40' R/W) AND THE EAST RIGHT OF WAY OF TIPPIN AVENUE (R/W VARIES);

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THENCE S87°18'36"E FOR A DISTANCE OF 135.05 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 CAMPUS HEIGHTS, RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY;

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THENCE S86°56'30"E ALONG THE NORTH LINE OF SAID BLOCK 2 AND AN EXTENSION THEREOF FOR A DISTANCE OF 778.95 FEET TO A POINT ON THE WEST LINE OF BLOCK 4 OF SAID CAMPUS HEIGHTS;

THENCE S03°14'39"W ALONG SAID WEST LINE OF BLOCK 4 FOR A DISTANCE OF 580.19 FEET;

THENCE S86°52'41"E ALONG THE SOUTH LINE OF SAID BLOCK 4 FOR A DISTANCE OF 135.15 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK;

THENCE S02°51'38"W FOR A DISTANCE OF 39.96 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF DOUGLAS DRIVE (40' R/W);

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THENCE S04°24'27"W FOR A DISTANCE OF 50.47 FEET;

THENCE CONTINUE S04°24'27"W FOR A DISTANCE OF 296.20 FEET;

THENCE N75°57'17"W FOR A DISTANCE OF 330.77 FEET TO A POINT ON THE EAST LINE OF LOT 3 OF SAID EXECUTIVE PLAZA;

THENCE S19°35'37"W FOR A DISTANCE OF 283.18 FEET TO THE POINT OF BEGINNING.

AND FURTHER

ALL THAT PORTION OF RIGHT OF WAY OF EXECUTIVE PLAZA, LYING AND BEING WITHIN THE PENSACOLA INTERNATIONAL AIRPORT – COLLEGE HEIGHTS ANNEXATION PHASE I DESCRIPTION AND FURTHER DESCRIBED AS FOLLOWS:

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THENCE S75°52'01"E FOR A DISTANCE OF 98.40 FEET TO A POINT OF THE EAST LINE OF LOT 1 OF SAID AIRPORT EXECUTIVE PLAZA;

THENCE N88°12'42"E FOR A DISTANCE OF 111.12 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 6 OF SAID AIRPORT EXECUTIVE PLAZA AND THE NORTHERN RIGHT OF WAY OF EXECUTIVE PLAZA, SAID INTERSECTION BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED;

THENCE S60°55'16"E FOR A DISTANCE OF 297.97 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 99°27'46";

THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 43.40 FEET TO THE POINT OF TANGENCY;

THENCE N19°36'58"E FOR A DISTANCE OF 155.07 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A DELTA ANGLE OF 36°52'12";

THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 32.18 FEET TO THE POINT OF A REVERSE CURVE TO THE RIGHT, SAID REVERSE CURVE HAVING A RADIUS OF 50.00 FEET AND A DELTA ANGLE OF 253°44'23";

THENCE ALONG THE ARC OF THE SAID CURVE FOR A DISTANCE OF 221.43 FEET TO THE POINT OF A REVERSE CURVE TO THE LEFT, SAID REVERSE CURVE HAVING A RADIUS OF 50.00 FEET AND A DELTA ANGLE OF 36°52'12";

THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 32.18 FEET TO THE POINT OF TANGENCY;

THENCE $S19^{\circ}36'58''W$ FOR A DISTANCE OF 155.07 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 85.00 FEET AND A DELTA ANGLE OF $99^{\circ}27'46''$;

THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 147.56 FEET TO THE POINT OF TANGENCY;

THENCE $N60^{\circ}55'16''W$ FOR A DISTANCE OF 268.62 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 6 OF SAID AIRPORT EXECUTIVE PLAZA AND THE SOUTHERN RIGHT OF WAY OF EXECUTIVE PLAZA ;

THENCE $N03^{\circ}00'54''E$ FOR A DISTANCE OF 66.79 FEET TO THE POINT OF BEGINNING.



MINUTES OF THE PLANNING BOARD
August 9, 2022

MEMBERS PRESENT: Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Powell, Board Member Villegas

MEMBERS ABSENT: Board Member Sampson, Board Member Van Hoose

STAFF PRESENT: Assistant Planning & Zoning Manager Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Help Desk Technician Russo, Deputy City Administrator Forte, Assistant Airport Director Levitt, Executive Assistant Chwastyk

STAFF VIRTUAL: Senior Planner Statler, Development Services Director Morris, Urban Design Specialist Parker, City Engineer Hinote

OTHERS PRESENT: Arlean Bonner, John Fitzgerald, Ron Fitzgerald, Andrea Turner, JJ Ziecwski, William Campbell, Garry Crook, Monica Michalowski, James L. Gulley, Maureen Menton, Beau Box, Clifford Stokes, Helen Stokes, David Knight, Linda Knight, Susan Salamone, Jonathan Green, Jack Myslak, Jason Rebol, Andrew Rothfeder, Neil Tucker

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from July 12, 2022
- **New Business:**
- Request for Vacation of Right-of-Way – Pensacola International Airport – Campus Heights and Executive Plaza
- Request for Final Plat Approval – Stillman Subdivision
- Request for Preliminary Plat Approval – Tarragona Townhomes
- Request for Preliminary Plat Approval – Red Feather Subdivision
- Request for Zoning Map and Future Land Use Map (FLUM) Amendment for 515, 517, and 523 Hewitt Street
- Request for Zoning Map and Future Land Use Map (FLUM) Amendment for Baptist Hospital
- Open Forum

- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Paul Ritz called the meeting to order at 2:02 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes - Board Member Grundhoefer made a motion to approve the July 12, 2022 minutes, seconded by Board Member Villegas, and it carried 5:0.

New Business –

Request for Vacation of Right-of-Way – Pensacola International Airport – Campus Heights and Executive Plaza

Assistant Planning & Zoning Manager Cannon introduced the item. Assistant Airport Director Levitt clarified what property the Airport already owned. Chairperson Paul Ritz stated that they would not be blocking anyone's homestead or real estate. Assistant Airport Director Levitt spoke on the annexation that took place a year ago on the property to the south. Board Member Grundhoefer confirmed this was just a vacation of ROW and not a zoning change and that the property is owned by the City. Board Member Grundhoefer asked if they were turning these into hangers and warehouses and if there were residents in that area. Assistant Airport Director Levitt stated yes, they would be hangers and warehouses and that there were no residents on Langley and only one on Tippen. Board Member Grundhoefer asked if the areas to the north had been vacated and Assistant Airport Director Levitt answered yes. **Board member Villegas made a motion to approve, seconded by Vice Chairperson Larson, and it carried 5:0.**

Request for Final Plat Approval – Stillman Subdivision

Assistant Planning & Zoning Manager Cannon introduced the item. Assistant Planning & Zoning Manager Cannon stated the preliminary plat came before the board in June and that minor revisions had been made with the addition of notes or surveyor comments that staff asked to be added. Assistant Planning & Zoning Manager Cannon stated once the Planning Board made a decision it would go before the City Council as a Quasi-Judicial hearing at their next meeting. Chairperson Paul Ritz asked that item be moved to a later time since a representative was not there to speak on the item.

Request for Preliminary Plat Approval – Tarragona Townhomes

Assistant Planning & Zoning Manager Cannon stated that this is a site specific zoning district. Assistant Planning & Zoning Manager Cannon explained that a site-specific zoning district is designed to allow for more flexibility in building standards and site design. Jonathan Green, project manager stated this is a subdivision of six lots for a townhome project and that they have an easement for the sewer along the back. Jonathan Green stated that they are exempt from stormwater requirements from the State. Assistant Planning & Zoning Manager Cannon stated that there were very minor comments made by City staff. Board Member Grundhoefer asked that since this was reviewed by Architectural Review Board staff in 2006 would this be resubmitted as a new design to the Architectural Review Board? Historic Preservation Planner Harding stated

that the conceptual plans came before the Architectural Review Board in April 2021 and that the final design will come before the Architectural Review Board in the coming months. JJ Zielinski stated the stormwater from the roof will be routed to the underground stormwater system and will not be shed into the street. **Board Member Villegas made a motion to approve the request, seconded by Board member Powell, and it carried 5:0.**

Request for Preliminary Plat Approval – Red Feather Subdivision

Assistant Planning & Zoning Manager Cannon stated that this had already been approved by the Planning Board on March 9, 2021, but because they did not resubmit within the 365 day timeline they were required to resubmit a new application. Assistant Planning & Zoning Manager Cannon stated the preliminary plat mirrors what was previously submitted. Jason Rebol confirmed that nothing has changed and that there were only minor notes to be addressed. Chairperson Paul Ritz stated there was additional information regarding emergency egress and that those were addressed and approved by the fire department. Board Member Grundhoefer wanted clarification on how the egress would be accomplished. Jason Rebol stated there will be deeded access that will always be maintained and accessible. Board Member Powell inquired about the notes from Engineering regarding the addition of a roadway. Assistant Planning & Zoning Manager Cannon stated Engineering and Public Works comments were satisfied. **Board Member Powell made a motion to approve the request, seconded by Board member Villegas, and it carried 5:0.**

Request for Zoning Map and Future Land Use Map (FLUM) Amendment for 515, 517, and 523 Hewitt Street

Chairperson Paul Ritz opened with a statement to the board on whether it is appropriate for this land to be rezoned from R-2 to C-1. Assistant Planning & Zoning Manager Cannon clarified the intent of C-1. The applicant's representative, Attorney Susan Salamone, stated that 515 and 517 Hewitt Street are being used as parking and the goal is for 523 to be used in the same way. Board Member Powell asked for clarification on the lines indicating C-1 on the map. Arlene Bonner, the resident adjacent to 523 Hewitt St., stated they do not have any mixed-use areas on their street and that she did not see how this was harmonious with the neighborhood. A discussion continued regarding the adjacent C-2 zoned area. Arlene Bonner stated that she and her neighbors feel they do not need another parking lot. Susan Salamone stated 523 Hewitt St. is owned by doctors and 515 and 517 Hewitt St. are under a separate ownership. Board Member Grundhoefer asked if 515 and 517 Hewitt St. are an approved use as a parking lot. Assistant Planning & Zoning Manager Cannon answered it is an approved use. Discussion continued regarding various ways that the applicant could achieve the use as a parking lot of 523 Hewitt St. Andrea Turner stated the goal is to use these parcels for overflow parking. Board Member Grundhoefer stated he was having difficulty approving this as C-1. Board Members discussed being hesitant to approve the request to make it C-1 and to further encroach into a residential zone. Board member Powell wanted to know specifically what the neighbors are concerned with. Arlene Bonner stated they were concerned about the traffic and the speeding of the employees. Board Member Grundhoefer suggested if all three parcels fell under one owner there wouldn't be any need to rezone. Chairperson Paul Ritz wanted to give a specific reason for their denial. Chairperson Paul Ritz stated their denial is due to their hesitation to allow C-1 to

encroach further into an R-1AA zoning district in this location. Chairperson Paul Ritz stated the vehicle they have chosen to achieve additional parking is inappropriate, especially if they are able to achieve it otherwise. **Board Member Powell made a motion to deny the request, seconded by Board member Grundhoefer, and it carried 5:0.**

Request for Zoning Map and Future Land Use Map (FLUM) Amendment for Baptist Hospital

Jason Rebol, the applicant's representative, addressed the board and stated that Baptist Hospital will be putting the fifty – two (52) acres up for sale to a master developer, and that they are trying to control what goes into this redevelopment. He also stated there is currently no specific use in mind for the redevelopment of this site. Chairperson Paul Ritz stated that he was surprised that this parcel is currently zoned R-2 because it largely functions a commercial use. Jason Rebol stated representatives of Baptist have been speaking with the city to put back some of the original street blocks that were originally platted to bring back the neighborhood feel. Board Member Villegas expressed that this item was like the previous item where someone could come back and request more rezoning for C-1 in the future. Board Member Powell inquired if the goal was to have a commercial zoned parcel to offer to developers, Jason Rebol answered yes. Jason Rebol advised that they'd like to have free standing restaurants instead of them being connected to a residential structure. Board Members discussed how risky this would be since they do not know what will be going on that parcel amid all the residential homes. Board Member Grundhoefer inquired if anyone knew why a small parcel was already zoned C-1, Assistant Planning & Zoning Manager Cannon advised after much research she was unable to find anything regarding how that happened. Board Member Grundhoefer inquired if there were any advantage of going to an RNC verses C-1, Jason Rebol advised he was not sure until he researched what could go into RNC. James L. Gulley addressed the board to speak out against the rezoning. Chairperson Paul Ritz stated the Board has always been hesitant when people try to rezone for resale purposes. Vice Chairperson Larson advised that no matter what it's zoned, it will change the neighborhood drastically and he is not comfortable rezoning it to commercial. Board Member Grundhoefer stated he did receive feedback from a couple of neighbors who are against this rezoning. Chairperson Paul Ritz advised the reason behind the motion to deny is because C-1 is too intensive of a rezoning change and the Board is not comfortable with that at this time without input from a future property user. The fact that they are using it as a selling technique is not something the Board has appreciated in the past and continues to feel the same way. **Vice Chairperson Larson made a motion to deny the request, seconded by Board member Powell, and it carried 5:0.**

Request for Final Plat Approval – Stillman Subdivision

Chairperson Paul Ritz asked that the representative for Stillman Subdivision come forward and requested that Assistant Planning & Zoning Manager Cannon restate the item before the board. Assistant Planning & Zoning Manager Cannon also advised that the revisions came back with all comments addressed and approved by city staff. Board Member Grundhoefer inquired about the plan for the protected trees. Neil Tucker advised that landscaping plans were submitted but they have not been approved by the city arborist but that it will not affect the platting of the neighborhood. He stated that their plan is to replant all the trees onsite and that they would not be clear cutting the lots. Chairperson Paul Ritz inquired if they were cutting the right-of-way only and Neil Tucker answered yes. Board Member Villegas inquired they met all the requirements set forth by the city and Assistant Planning & Zoning Manager Cannon advised yes.

Chairperson Paul Ritz made a motion to approve the request, seconded by Board member Villegas, and it carried 5:0.

Open Forum – none

Discussion – none

Adjournment – With no further business, the Board adjourned at 3:46 p.m.

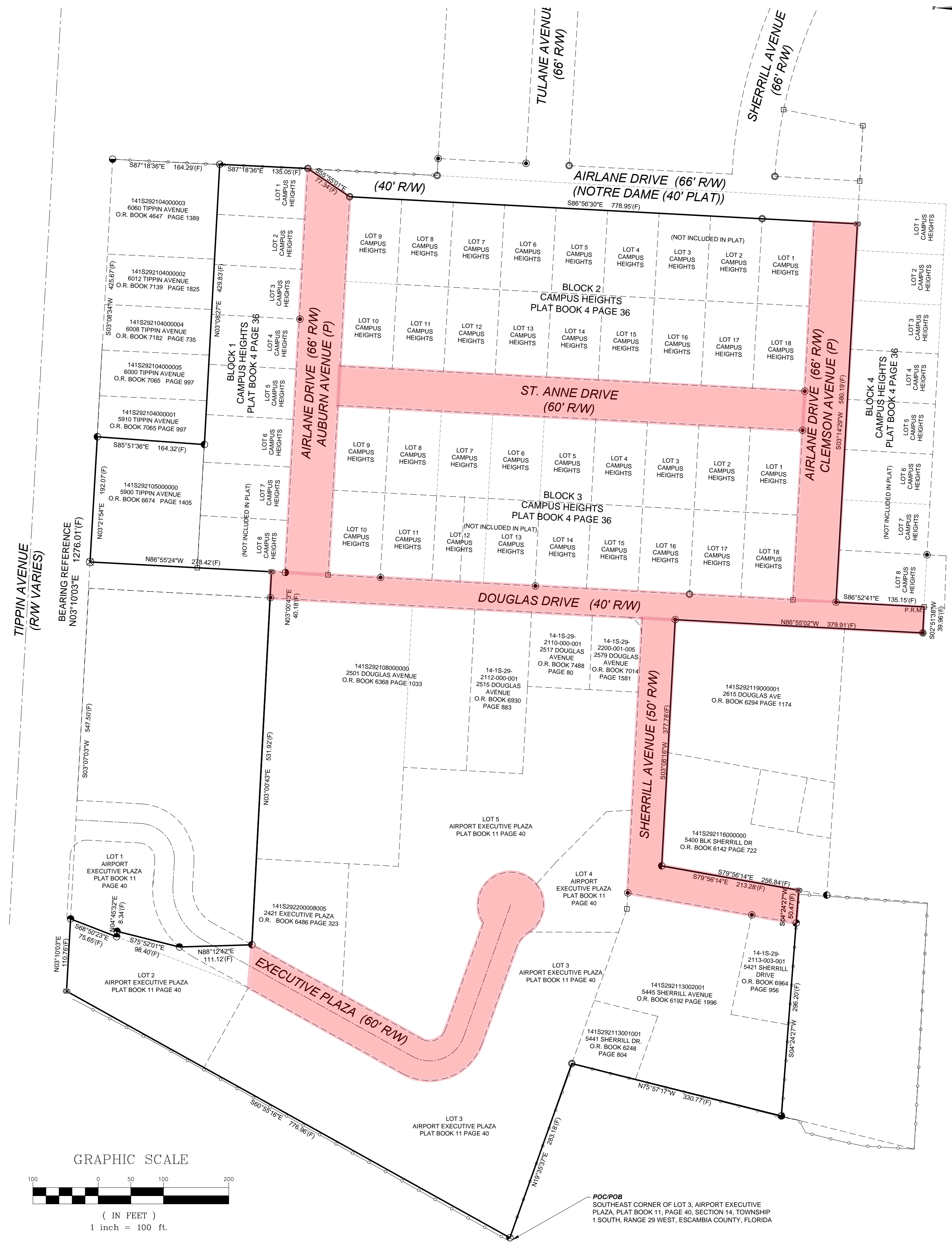
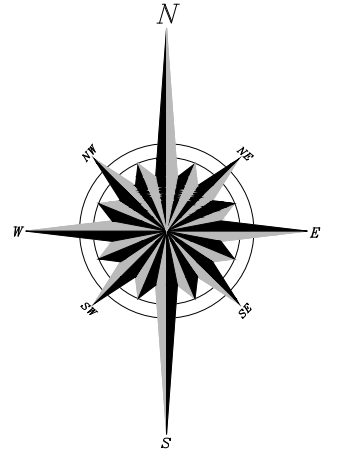
Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary of the Board

CITY OF PENSACOLA PROPOSED CAMPUS HEIGHTS ANNEXATION PHASE I

EXHIBIT A-1

STREETS TO BE VACATED



DESCRIPTION OF PROPOSED ANNEXATION:

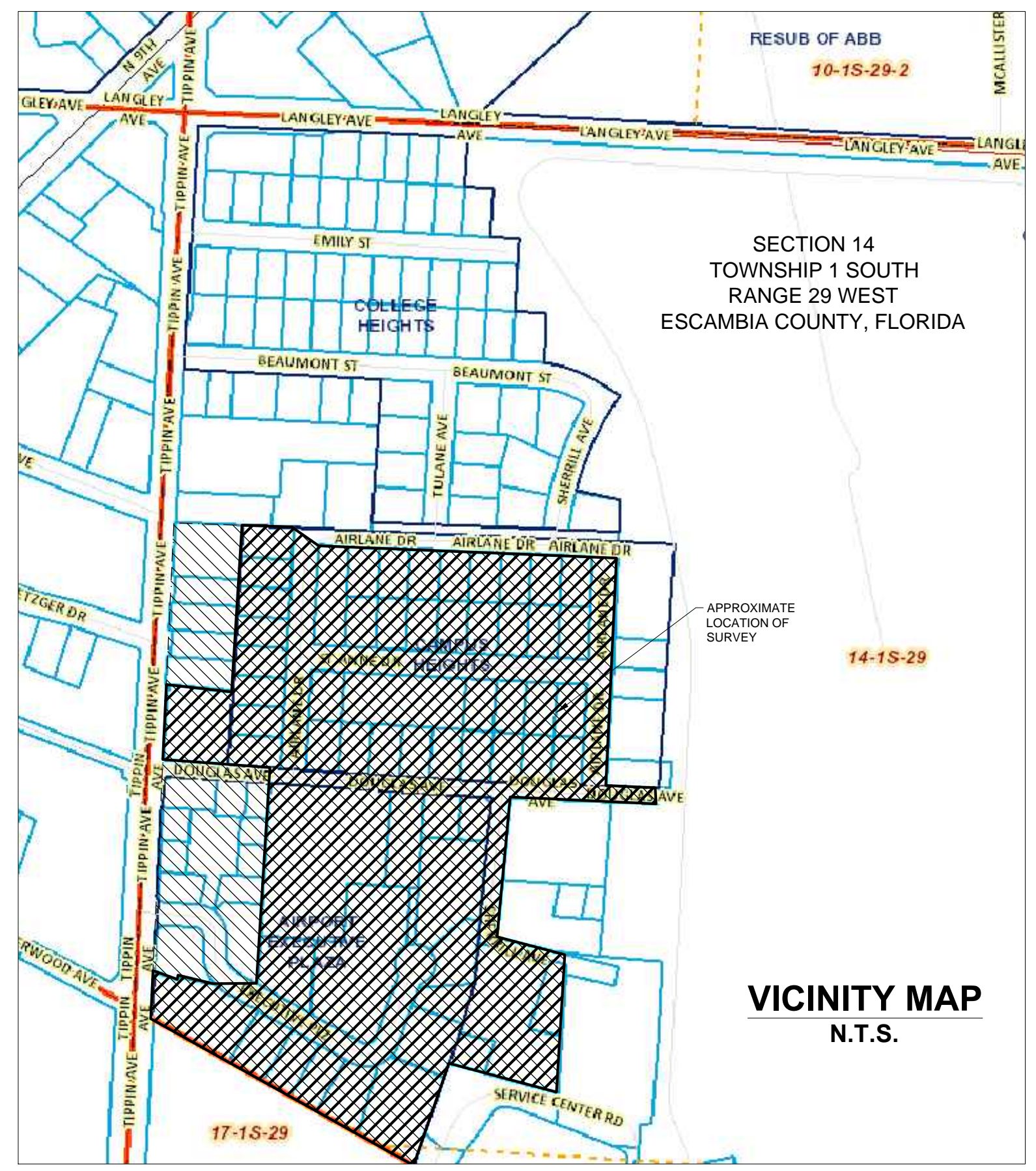
COMMENCE AT THE SOUTHEAST CORNER OF LOT 3, AIRPORT EXECUTIVE PLAZA, AS RECORDED IN PLAT BOOK 11 AT PAGE 40 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE N60°55'16"W ALONG THE SOUTH LINE OF SAID LOT FOR 776.96 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE N03°10'03"E ALONG THE EAST RIGHT OF WAY OF TIPPIN AVENUE (RIGHT OF WAY VARIES) FOR A DISTANCE OF 1276.01 FEET; THENCE S87°18'36"E FOR A DISTANCE OF 299.34 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 CAMPUS HEIGHTS, RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY; THENCE S55°55'01"E FOR A DISTANCE OF 77.34 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 2, OF SAID CAMPUS HEIGHTS; THENCE S86°56'30"E ALONG THE NORTH LINE OF SAID BLOCK 2 AND ITS EXTENSION THERE OF A DISTANCE OF 779.95 FEET TO A POINT ON THE WEST LINE OF BLOCK 4 OF SAID CAMPUS HEIGHTS; THENCE S03°14'29"W ALONG SAID WEST LINE OF BLOCK 4 FOR 580.19 FEET; THENCE S86°52'41"E ALONG THE SOUTH LINE OF SAID BLOCK 4 FOR 135.15 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK; THENCE S02°51'38"W FOR A DISTANCE OF 39.96 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF DOUGLAS DRIVE (40' R/W); THENCE N86°55'02"W ALONG THE SOUTH LINE OF DOUGLAS DRIVE FOR 379.91 FEET TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF DOUGLAS DRIVE AND THE EAST RIGHT OF WAY OF SHERRILL AVENUE(50' R/W); THENCE S03°08'16"W ALONG THE SAID EAST RIGHT OF WAY FOR A DISTANCE OF 377.78 FEET; THENCE S79°56'14"W FOR 213.28 FEET; THENCE S04°24'27"W FOR 50.47 FEET; THENCE CONTINUE S04°24'27"W FOR A DISTANCE OF 296.20 FEET; THENCE N75°57'17"W FOR A DISTANCE OF 330.77 FEET TO A POINT ON THE EAST LINE OF LOT 3 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE S19°35'37"W FOR A DISTANCE OF 283.18 FEET TO THE POINT OF BEGINNING.

DESCRIPTION OF CITY OF PENSACOLA OWNED PORTION OF PROPOSED ANNEXATION:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 3, AIRPORT EXECUTIVE PLAZA, AS RECORDED IN PLAT BOOK 11 AT PAGE 40 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE N60°55'16"W ALONG THE SOUTH LINE OF SAID LOT FOR 776.96 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE N03°10'03"E ALONG THE EAST RIGHT OF WAY OF TIPPIN AVENUE (RIGHT OF WAY VARIES) ALSO BEING THE WEST LINE OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA FOR A DISTANCE OF 110.76 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE S88°50'23"E ALONG THE NORTH LINE OF SAID LOT FOR 75.65 FEET; THENCE N04°45'32"E FOR A DISTANCE OF 8.34 FEET; THENCE S75°52'01"E FOR A DISTANCE OF 98.40 FEET TO A POINT ON THE EAST LINE OF LOT 1 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE N88°12'42"E FOR A DISTANCE OF 111.12 FEET; THENCE N03°00'43"E FOR A DISTANCE OF 531.92 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF DOUGLAS DRIVE (40' R/W); THENCE CONTINUE N03°00'43"E FOR A DISTANCE OF 40.18 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF SAID DOUGLAS DRIVE; THENCE N86°55'24"W FOR A DISTANCE OF 278.42 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY OF DOUGLAS DRIVE (40' R/W) AND THE EAST RIGHT OF WAY OF TIPPIN AVENUE (R/W VARIES); THENCE N03°21'54"E ALONG THE EAST RIGHT OF WAY OF TIPPIN AVENUE FOR A DISTANCE OF 192.07 FEET; THENCE S85°51'36"E FOR A DISTANCE OF 164.32 FEET TO A POINT ON THE WEST LINE OF BLOCK 1, CAMPUS HEIGHTS, AS RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY; THENCE N03°08'27"E ALONG SAID WEST LINE OF BLOCK 1 FOR 429.83 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 1 OF SAID CAMPUS HEIGHTS; THENCE S87°18'36"E FOR A DISTANCE OF 135.05 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 CAMPUS HEIGHTS, RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY; THENCE S55°55'01"E FOR A DISTANCE OF 77.34 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 2, OF SAID CAMPUS HEIGHTS; THENCE S86°56'30"E ALONG THE NORTH LINE OF SAID BLOCK 2 AND AN EXTENSION THEREOF A DISTANCE OF 779.95 FEET TO A POINT ON THE WEST LINE OF BLOCK 4 OF SAID CAMPUS HEIGHTS; THENCE S03°14'29"W ALONG SAID WEST LINE OF BLOCK 4 FOR 580.19 FEET; THENCE S86°52'41"E ALONG THE SOUTH LINE OF SAID BLOCK 4 FOR 135.15 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK; THENCE S02°51'38"W FOR A DISTANCE OF 39.96 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF DOUGLAS DRIVE (40' R/W); THENCE N86°55'02"W ALONG THE SOUTH LINE OF DOUGLAS DRIVE FOR 379.91 FEET TO THE INTERSECTION WITH THE EAST RIGHT OF WAY OF SHERRILL AVENUE (50' R/W); THENCE S03°08'16"W ALONG SAID EAST RIGHT OF WAY FOR A DISTANCE OF 377.78 FEET; THENCE S79°56'14"W FOR 213.28 FEET; THENCE S04°24'27"W FOR 50.47 FEET; THENCE CONTINUE S04°24'27"W FOR A DISTANCE OF 296.20 FEET; THENCE N75°57'17"W FOR A DISTANCE OF 330.77 FEET TO A POINT ON THE EAST LINE OF LOT 3 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE S19°35'37"W FOR A DISTANCE OF 283.18 FEET TO THE POINT OF BEGINNING.

NO.	DESCRIPTION	BY	DATE

TITLE	SPECIFIC PURPOSE SURVEY		
PHASE	PHASE I AIRPORT PROPERTY ONLY		
FOR	CAMPUS HEIGHTS & EXECUTIVE PLAZA		
CITY OF	CITY OF PENSACOLA		
STATE OF	FLORIDA		
DRAWN BY	AC	SCALE	1"=100'
DATE	DATE	JOB NO.	1701034
2 OF 2	1-FEBRUARY	DATE	FEBRUARY 2017



NOTES:

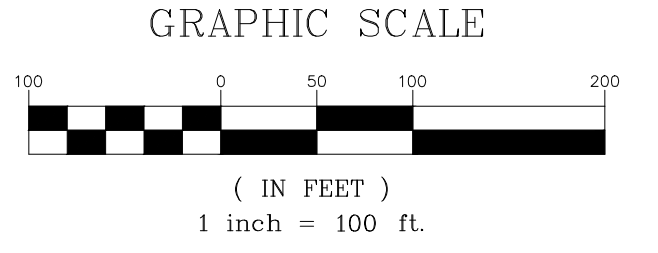
- FIELD WORK FOR THIS SURVEY WAS COMPLETED ON FEBRUARY 23, 2017.
- THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
- ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. IT IS TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR IN PART OR TO BE USED FOR ANY OTHER FINANCIAL TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT THE PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
- BEARINGS SHOWN HEREON ARE BASED ON THE EAST RIGHT OF WAY LINE OF TIPPIN AVENUE AS NORTH 03°10'03" EAST.
- FENCE LINES ARE EXAGGERATED FOR CLARITY.
- ENCROACHMENTS ARE AS SHOWN.

CORNER LEGEND

- ⊗ FND "X" CUT INTO CONCRETE
- ⊠ FND 4" x 4" CONCRETE MONUMENT
- ⊙ FND IRON PIPE (SIZE INDICATED)
- FND 1/2" IRON ROD (SIZE INDICATED)
- FND CAPPED IRON ROD (ILLEGIBLE)
- ⦿ FND CAPPED IRON ROD #6112
- ⦿ FND CAPPED IRON ROD #6112
- ⦿ FND CAPPED IRON ROD #6679
- ⦿ FND CAPPED IRON ROD #6832
- ⦿ FND CAPPED IRON ROD #6861
- ⦿ FND CAPPED IRON ROD #7092
- ⦿ FND CAPPED IRON ROD #7174
- ⦿ SET 1/2" CAPPED IRON ROD #7612

LEGEND

- (F) FIELD MEASUREMENT
- (P) PLAT MEASUREMENT
- (D) DEED MEASUREMENT
- (C) CALCULATED MEASUREMENT
- R/W RIGHT - OF - WAY
- FND FOUND MONUMENTATION
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- O.R. OFFICIAL RECORDS



THE SURVEY SHOWN HEREON IS TRUE AND CORRECT AND IN COMPLIANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Rob L. Working
ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 5878

360 Surveying Services, Inc.
Professional Land Surveyors
1801 Creighton Road-Pensacola, Florida 32504
Office: (850) 857-4400





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00929

City Council

9/29/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

DECLARATION OF SURPLUS AND DISPOSITION OF REAL PROPERTY - 100 NORTH "F" STREET

RECOMMENDATION:

That City Council declare the real property located at 100 North "F" Street (Parcel Ref. No. 000S009080161022) as surplus, authorize the Mayor to dispose of the property via direct negotiation or sale to adjacent homeowner(s), and authorize the Mayor to execute documents related to this authorized disposition of the property. Finally, that City Council authorize the proceeds from the sale, minus any associated miscellaneous costs, be placed in the Gas Utility (Pensacola Energy) Fund.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The real property located at 100 North "F" Street is approximately 0.0365 acres measuring 40' by 40' and zoned R-1A. The parcel is in a residential area and previously held a low-pressure natural gas regulator station. With the completion of Pensacola Energy's three-year cast iron system replacement project, the parcel is no longer necessary for their purposes.

The parcel was reviewed for use by the Attainable Infill Housing Program but was determined to be of insufficient size and shape for use without the purchase of additional adjacent property. Without the additional property, method of disposition was determined best as sale to the adjacent property owner, either one or both. City departments were also polled in August to determine if the property was needed for some other purpose, but none were identified.

Due to the small size and location of the parcel, an appraisal has not been obtained at this time. Notices of this pending surplus and disposition item were mailed out on September 12, 2022, to property owners within a 300-ft radius of the parcel.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

As the real property is an asset of Pensacola Energy, net proceeds from the sale will go into their enterprise fund, Gas Utility Fund. Also, City revenue will be nominally increased by the addition of this parcel to the tax roll.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

9/9/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator
Don Suarez, Pensacola Energy Director
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Parcel Information from Escambia County Property Appraiser

PRESENTATION: No

[Restore Full Version](#)

General Information Parcel ID: 000S009080161022 Account: 152527000 Owners: PENSACOLA CITY OF Mail: PO BOX 12910 PENSACOLA, FL 32521 Situs: 100 N F ST 32502 Use Code: VACANT RESIDENTIAL Taxing Authority: PENSACOLA CITY LIMITS Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector		Assessments <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2022</td> <td>\$7,155</td> <td>\$0</td> <td>\$7,155</td> <td>\$7,155</td> </tr> <tr> <td>2021</td> <td>\$7,155</td> <td>\$0</td> <td>\$7,155</td> <td>\$6,646</td> </tr> <tr> <td>2020</td> <td>\$6,042</td> <td>\$0</td> <td>\$6,042</td> <td>\$6,042</td> </tr> </tbody> </table> <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Market Value Breakdown Letter</p> <p style="text-align: center;">Tax Estimator</p> <p style="text-align: center;">File for New Homestead Exemption Online</p>					Year	Land	Imprv	Total	Cap Val	2022	\$7,155	\$0	\$7,155	\$7,155	2021	\$7,155	\$0	\$7,155	\$6,646	2020	\$6,042	\$0	\$6,042	\$6,042
Year	Land	Imprv	Total	Cap Val																						
2022	\$7,155	\$0	\$7,155	\$7,155																						
2021	\$7,155	\$0	\$7,155	\$6,646																						
2020	\$6,042	\$0	\$6,042	\$6,042																						
Sales Data <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 colspan="6">None</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)	None						2022 Certified Roll Exemptions MUNICIPAL OWNED Legal Description N 40 FT OF LT 16 AND OF W 10 FT OF LT 17 BLK 22 MAXENT TRACT CA 104 Extra Features None												
Sale Date	Book	Page	Value	Type	Official Records (New Window)																					
None																										

Parcel Information

Section Map Id: [CA104](#)

Approx. Acreage: 0.0365

Zoned: R-1A

Evacuation & Flood Information
[Open Report](#)

[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.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00945

City Council

9/29/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

DECLARATION OF SURPLUS AND DISPOSITION OF REAL PROPERTY - 2012 N. 15TH AVENUE

RECOMMENDATION:

That City Council declare the real property located at 2012 North 15th Avenue (Parcel Ref No. 000S009025020249) as surplus, authorize the Mayor to dispose of the property via the Attainable Infill Housing Program, and authorize the Mayor to execute documents related to this authorized disposition of the property.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The real property located at 2012 North 15th Avenue is approximately 0.0551 acres measuring 30' by 80' and zoned R-1AA. The parcel is in a residential area and was previously held a low-pressure natural gas regulator station. With the completion of Pensacola Energy's three-year cast iron system replacement project, the parcel is no longer necessary for their purposes.

The parcel was reviewed for use by the Attainable Infill Housing Program and was determined to be appropriately sized for the Program. Additionally, an adjacent parcel at the corner of N. 15th Ave. and E. Jordan St. currently owned by Florida Power & Light was identified as a possible acquisition opportunity. Though the parcel is sufficient solely, the additional acreage would allow for more housing options.

Notices of this pending surplus and disposition item were mailed out on September 12, 2022, to property owners within a 300-ft radius of the parcel.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

9/9/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Don Suarez, Pensacola Energy Director

Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Parcel Information from Escambia County Property Appraiser

PRESENTATION: No



1/8/2019 12:00:00 AM

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.

Last Updated:08/22/2022 (tc.1341)



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00946

City Council

9/29/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

DECLARATION OF SURPLUS AND DISPOSITION OF REAL PROPERTY - SPRING STREET (OR 113 NORTH SPRING STREET)

RECOMMENDATION:

That City Council declare the real property located at Spring Street (a.k.a. 113 N. Spring Street, Parcel Ref. No. 000S009003001462) as surplus, authorize the Mayor to dispose of the property via the Attainable Infill Housing Program, and authorize the Mayor to execute documents related to this authorized disposition of the property.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The real property located at (113 N.) Spring Street is approximately 0.1866 acres measuring 60' by 135' and zoned R-NCB. The residential parcel is adjacent to a parking lot and holds a decommissioned low-pressure natural gas regulator station. With the completion of Pensacola Energy's three-year cast iron system replacement project, the parcel is no longer necessary for their purposes.

The parcel was reviewed for use by the Attainable Infill Housing Program and was determined to be appropriate for the program, with both desirable size and location.

Notices of this pending surplus and disposition item were mailed out on September 12, 2022, to property owners within a 300-ft radius of the parcel.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

9/9/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator - Community Development
Don Suarez, Pensacola Energy Director
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Parcel Information from Escambia County Property Appraiser

PRESENTATION: No



Chris Jones Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

← Nav. Mode Account Parcel ID →

Printer Friendly Version

General Information	
Parcel ID:	000S009003001462
Account:	130644000
Owners:	PENSACOLA CITY OF
Mail:	PO BOX 12910 PENSACOLA, FL 32521
Situs:	SPRING ST 32502
Use Code:	UTILITY, GAS, ELECT.
Taxing Authority:	PENSACOLA CITY LIMITS
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector	

Assessments				
Year	Land	Imprv	Total	Cap Val
2022	\$81,000	\$2,800	\$83,800	\$65,450
2021	\$56,700	\$2,800	\$59,500	\$59,500
2020	\$56,700	\$2,800	\$59,500	\$54,796
Disclaimer				
Market Value Breakdown Letter				
Tax Estimator				
File for New Homestead Exemption Online				

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
None					
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller					

2022 Certified Roll Exemptions
MUNICIPAL OWNED
Legal Description
LT 462 AND 12 FT OF LT 463 LOTS ON W SIDE OF SPRING ST OLD CITY TRACT ALSO VACATED SPRING ST OR NO 8 CA 96
Extra Features
CHAINLINK FENCE FRAME BUILDING

Parcel Information

Section Map Id: [CA096](#)

Approx. Acreage: 0.1866

Zoned: R-NCB

Evacuation & Flood Information
[Open Report](#)

[View Florida Department of Environmental Protection\(DEP\) Data](#)

[Launch Interactive Map](#)

[Buildings](#)
[Images](#)



12/2/2009 12:00:00 AM

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.

Last Updated:08/09/2022 (tc.51826)



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-092

City Council

9/29/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

RESOLUTION NO. 2022-092 - LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION - FUNDING FOR DESIGN OF LEGION FIELD AND GLOBAL LEARNING ACADEMY MULTI MODAL IMPROVEMENTS

RECOMMENDATION:

That City Council adopt Resolution No. 2022-092:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA AUTHORIZING THE CITY TO ENTER INTO A LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ACCEPT FUNDING FOR DESIGN OF LEGION FIELD AND GLOBAL LEARNING ACADEMY MULTI MODAL IMPROVEMENTS; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

A resolution of support is required to authorize the City to enter into a Local Agency Program agreement with the Florida Department of Transportation and accept the federal-aid funds in the amount of \$86,710.

City staff requested and successfully received professional engineering / design funding through the Florida Department of Transportation's (FDOT) Transportation Alternatives Program for multi-modal improvements including sidewalks to connect Legion Field and Global Learning Academy. The funds are available in FDOT's work plan in the amount of \$86,710. This project will be comprised of three segments that will connect Legion Field Park to the Global Learning Academy Elementary School. Segment 1 will consist of the design of a concrete sidewalk on both sides of L Street from Gregory to Cervantes for .42 miles. Also included in this segment is on-street parking and bicycle and pedestrian wayfinding signage. Segment 2 will consist of the design of .39 miles of buffered concrete sidewalk on both sides, shared lane markings and wayfinding signage on Gregory Street from Pace Blvd to I Street. The final segment will consist of the design of a concrete sidewalk for .07 miles on both sides of Wright Street from P Street to Pace Blvd and includes wayfinding and bicycle signage.

This project has been a transportation priority for the City of Pensacola and advocated for by

submitting a Transportation Alternatives application to FDOT. The City has been approved by the Florida Department of Transportation to enter into local agency program agreement on a project-by-project basis and such agreements are required for assistance through federal-aid funds. Construction is funded in FY 2025 and FY 2026, and a separate resolution will need be approved by Council at that time.

PRIOR ACTION:

December 12, 2019 - The City Council adopted Resolution No. 2019-71 supporting applications for transportation alternatives program funding for multi-modal facilities.

January 21, 2021 - The City of Pensacola CRA adopted Resolution No. 2021-04 supporting applications for transportation alternatives program funding for multi-modal facilities.

FUNDING:

Budget: \$86,710

Actual: \$86,710

FINANCIAL IMPACT:

FDOT will fund the design of the Legion Field/Global Learning Academy multi-modal improvements in the amount of \$86,710. A companion item, Supplemental Budget Resolution No. 2022-091, will appropriate the funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

9/9/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator - Community Development
Amy Tootle, P.E. - Director of Public Works and Facilities
Brad Hinote, P.E. - City Engineer
Caitlin Cerame, Transportation Planner

ATTACHMENTS:

- 1) Resolution No. 2022-092
- 2) LAP Agreement
- 3) Location Map

PRESENTATION: No

RESOLUTION NO. 2022-092

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA AUTHORIZING THE CITY TO ENTER INTO A LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ACCEPT FUNDING FOR DESIGN OF LEGION FIELD AND GLOBAL LEARNING ACADEMY MULTI-MODAL IMPROVEMENTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation has programmed funding for design of multi-modal improvements connecting Legion Field and Global Learning Academy; and

WHEREAS, the City Council of the City of Pensacola has an interest in designing multi-modal improvements on L Street, Wright Street, and Gregory Streets, including sidewalks, on-street parking, and wayfinding signage; and

WHEREAS, this project is in accordance with the City of Pensacola's Transportation Alternatives application submitted to the Florida-Alabama Transportation Planning Organization in 2021; and

WHEREAS, the City of Pensacola has been approved by the Florida Department of Transportation to enter into local agency program agreements on a project-by-project basis and such agreements are required for assistance through federal funds; and

WHEREAS, in order for this transportation priority to be designed to the fullest extent and in an expeditious manner, the City Council of the City of Pensacola authorizes the City to enter into a Local Agency Program agreement with the Florida Department of Transportation and accept federal funds in the amount of \$86,710.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA THAT:

Section 1. The City Council of the City of Pensacola hereby authorizes the City to enter into a Local Agency Program agreement with the Florida Department of Transportation for design of Legion Field and Global Learning Academy multi-modal improvements and to accept federal funding in the estimated amount of \$86,710.

Section 2. The City Council of the City of Pensacola authorizes the Mayor to take all actions necessary to effectuate the provisions of this Resolution.

Section 3. This Resolution shall take effect upon the fifth day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola, Florida.

Adopted: _____

Approved: _____
President of City Council

ATTEST:

City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 03/22
Page 1 of 15

FPN: <u>449917-1-38-01</u>	FPN: _____	FPN: _____
Federal No (FAIN): <u>D322 075 B</u>	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>TALU</u>	Fund: _____	Fund: _____
Org Code: _____	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: _____	FLAIR Obj: _____	FLAIR Obj: _____

County No: (48) Escambia Contract No: _____
Recipient Vendor No: F596000406005 Recipient Unique Entity ID SAM No: C4NCXLLJFMQ3

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and City of Pensacola ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Design of Legion Field Park and Global Learning Academy Sidewalks, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before October 31, 2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 86,710. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$86,710 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
 If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g.** Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i.** Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time,

- adherence to contract requirements, construction quality and scope of Federal-aid projects;
- ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount

claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse (“FAC”) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient
 - shall
 - shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
 - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.
- b. If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

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- f. This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit “L”**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit “M”**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit “N”**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit “O”**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j. The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

* Exhibit G: FHWA Form 1273

* Exhibit H: Alternative Advance Payment Financial Provisions

* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)

* Exhibit K: Advance Project Reimbursement

* Exhibit L: Landscape Maintenance

* Exhibit M: Roadway Lighting Maintenance

* Exhibit N: Traffic Signal Maintenance

* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT City of Pensacola

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name:

Title:

By: _____

Name: Tim Smith, P.E.

Title: Director of Transportation Development

Legal Review:

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 449917-1-38-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
City of Pensacola (the Recipient)

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.893 Miles

PROJECT DESCRIPTION: This project is for the design services of the Legion Field Park and Global Learning Academy Sidewalks project. This project will be comprised of three segments that will connect Legion Field Park to the Global Learning Academy Elementary School. Segment 1 will consist of the design of a 6 - foot wide sidewalk on both sides of L Street from Gregory to Cervantes for .42 miles. Also included in this segment is on-street parking and bicycle and pedestrian wayfinding signage. Segment 2 will consist of the design of .39 miles of buffered 8 - foot concrete sidewalk on both sides, shared lane markings and wayfinding signage on Gregory Street from Pace Blvd to I Street. The final segment will consist of the design of a 6 - foot wide concrete sidewalk for .07 miles on both sides of Wright Street from P Street to Pace Blvd and includes wayfinding and bicycle signage. All design work will be down to the Departments standards. Total length of the project is 0.893 miles. No additional right-of-way will be needed for this project.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

In accordance with Section 10.c. of this Agreement, the Parties agree as follows:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is required to hire a contractor prequalified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:

For the provision of Construction Engineering Inspection (CEI) services, the Recipient is required to hire a Department pre-qualified consultant in the appropriate work type.

In accordance with Section 10.e. of this Agreement, the Parties agree as follows:

The Recipient is required to hire a Department pre-qualified consultant in the appropriate work type for the design phase of the Project.

The Recipient shall be responsible for all permitting activities related to the project and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall provide a copy of the design plans for the Department's review and approval prior to advertisement. Plans shall be submitted at 30%, 60%, 90% and final plans along with the engineer's cost estimate, Utility Certification,

Permit Certification, Right of Way Certification, Railroad Certification, and a complete set of draft bid documents in PDF (Portable Document Format). The Recipient shall be responsible for addressing all plan review comments in the Department's Electronic Review Comments (ERC) System.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

On the State Highway System (On-System) construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used. The Recipient will be responsible for all project level inspection, verification testing, and assuring all data are entered into Materials Acceptance and Certification System (MAC) as appropriate. In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by October 31, 2023.
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by .

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department will issue a Notice to Proceed to advertise for construction to the Recipient after final plans, bid documents, construction estimate, and all necessary certifications have been reviewed and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Pensacola 222 W Main Street Pensacola, FL. 32502	FINANCIAL PROJECT NUMBER: 449917-1-38-01
---	---

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: 2023 (TALU)	\$ 86,710.00	\$ 0.00	\$ 0.00	\$ 86,710.00
FY: 2024 (Insert Program Name)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
FY: 2025 (Insert Program Name)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Design Cost	\$ 86,710.00	\$ 0.00	\$ 0.00	\$ 86,710.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 86,710.00	\$ 0.00	\$ 0.00	\$ 86,710.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
 I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Maria Showalter - Local Programs Administrator
 District Grant Manager Name

 Signature Date

EXHIBIT C**TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: 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); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
 Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1
Award Amount: \$86,710.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsr.gov/>

EXHIBIT F**CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

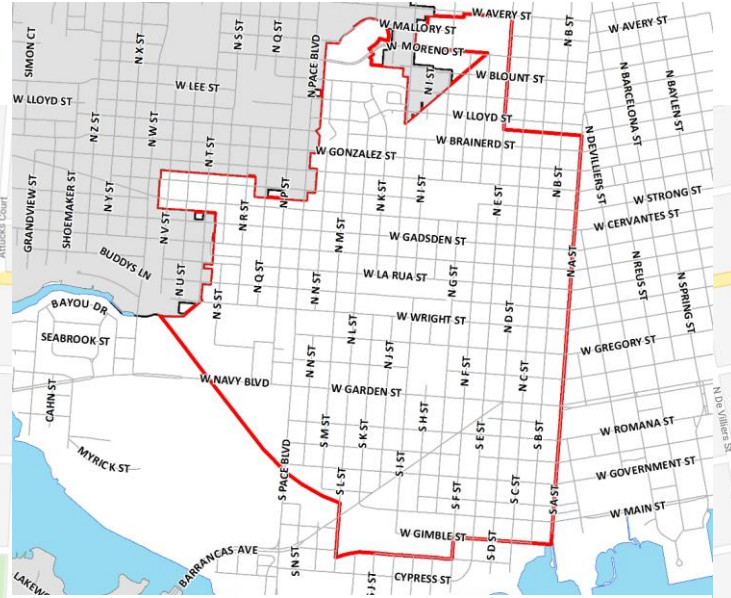
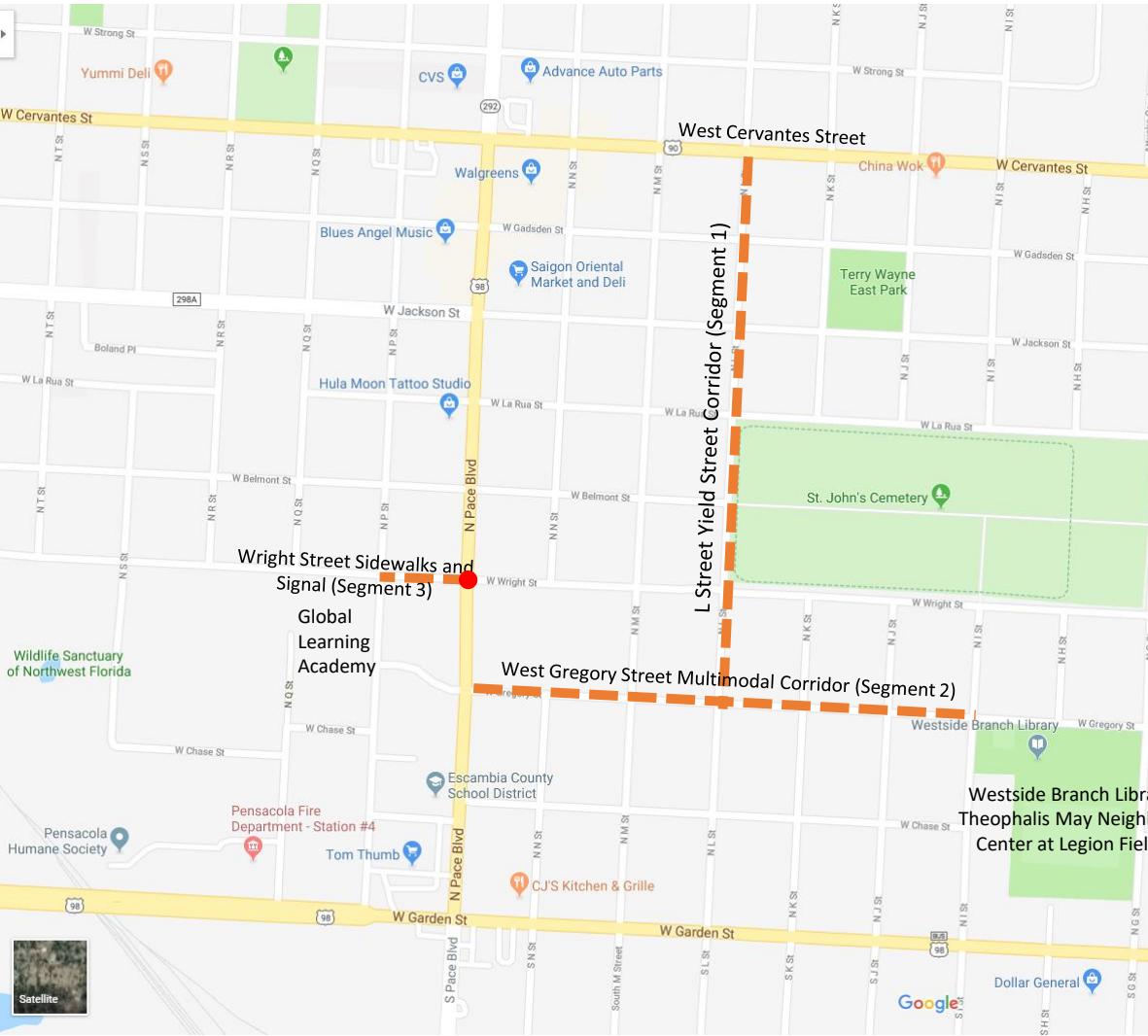
Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.



Pensacola Westside CRA Boundary

Westside Branch Library and Theophalis May Neighborhood Center at Legion Field Park



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-091

City Council

9/29/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO 2022-091 - FLORIDA DEPARTMENT OF TRANSPORTATION FUNDING FOR ENGINEERING DESIGN OF LEGION FIELD AND GLOBAL LEARNING ACADEMY MULTI MODAL IMPROVEMENTS.

RECOMMENDATION:

That City Council adopted Supplemental Budget Resolution No. 2022-091.

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:

City staff requested and successfully received professional engineering / design funding through the Florida Department of Transportation's (FDOT) Transportation Alternatives Program for multi-modal improvements and sidewalks connecting Legion Field and Global Learning Academy. The funds are available in FDOT's work plan in the amount of \$86,710. The design project is broken into three segments:

L St. from Gregory St. to Cervantes St.
Gregory St. from Pace Blvd. to I Street.
Wright St from P St. to Pace Blvd.

Construction is funded by FDOT in FY 2025 and FY 2026 and the Council will need to approve a separate resolution at that time to receive the funds.

PRIOR ACTION:

December 12, 2019 - The City Council adopted Resolution No. 2019-71 supporting applications for transportation alternatives program funding for multi-modal facilities.

January 21, 2021 - The City of Pensacola CRA adopted Resolution No. 2021 - 04 supporting applications for transportation alternatives program funding for multi-modal facilities.

A companion item has been submitted for approval of Resolution 2022-092 to enter into a Local Agency Program (LAP) agreement with FDOT and accept the funding.

FUNDING:

Budget: \$86,710

Actual: \$86,710

FINANCIAL IMPACT:

FDOT will fund the design of Legion Field and Global Learning Academy multi modal improvements in the amount of \$86,710. Adoption of the supplemental budget resolution by City Council will appropriate the funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

9/9/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator - Community Development
Amy Tootle, P.E. - Director of Public Works and Facilities
Brad Hinote, P.E. - City Engineer
Caitlin Cerame, Transportation Planner

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2022 - 091
- 2) Supplemental Budget Explanation No. 2022 - 091

PRESENTATION: No

**RESOLUTION
NO. 2022-091**

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. SPECIAL GRANTS FUND

As Reads	Federal Grants	6,120,662
Amended		
To Read:	Federal Grants	6,207,372
As Reads	Capital Outlay	224,095,059
Amended		
To Read:	Capital Outlay	224,181,769

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA

SEPTEMBER 2022 - SUPPLEMENTAL BUDGET RESOLUTION - FDOT - LEGION FIELD & GLOBAL ACADEMY SIDEWALKS - RES NO. 2022-091

<u>FUND</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	86,710	Increase appropriation for Federal Grants - FDOT-Legion Field & Global Academy Sidewalks
Total Revenues	<u>86,710</u>	
Appropriations		
Capital Outlay	86,710	Increase appropriation for Capital Outlay
Total Appropriations	<u>86,710</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-094

City Council

9/29/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-094 - ADVANCEMENT OF FUNDING FROM THE BAYLEN STREET MARINA SEAWALL REFURBISHMENT FUND FOR UNDERWATER INSPECTION SERVICES FOR BAYLEN AND PALAFOX STREETS MARINAS

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2022-094:

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:

That City Council adopt a supplemental budget resolution appropriating advancement of funding from Local Option Sales Tax (LOST) IV Fiscal Year 2024 to Fiscal Year 2023 from the Baylen Street Marina Seawall Refurbishment Fund, not to exceed \$77,260.00, to pay for underwater inspection services of the seawall and breakwater that encompass the Baylen and Palafox Streets Marinas. These seawalls and breakwater are City assets, which require periodic maintenance and oversight to protect public and private infrastructure along the City's waterfront. Visual inspection of these assets has shown there are areas in need of either significant maintenance, repair, or possibly even replacement, but to accurately determine the proper course of action, underwater investigation is needed to be performed. Further, Council recently allocated funds along Baylen Marina to design several new public boat slips and a kayak launch. The recent action by Council has accelerated the need to address the maintenance within the city owned Baylen and Palafox seawalls, to ensure the new assets can be incorporated into the existing infrastructure.

The underwater inspection services scope will provide for data collection, underwater dive inspections and a summary report of findings to make recommendations for next steps.

By advancing the funds to fiscal year 2023, the City will avoid designing new infrastructure that can't be incorporated with existing conditions.

Staff is also requesting a not to exceed contingency amount of \$10,000.00 to cover any unforeseen

need to have the diver perform any additional days of underwater investigation services.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 750,000.00

Actual: \$67,260.00 Professional Consultant Services
\$10,000.00 Contingency Amount
\$77,260.00 Total

FINANCIAL IMPACT:

An appropriated balance in the amount of \$750,000 is currently available in the Baylen Street Marina Seawall Refurbishment Fund. Upon City Council approval \$77,260.00 will be transferred from current holding account to an account specifically for this project within the Baylen Street Marina Seawall Refurbishment Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

9/12/2022

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) Supplemental Budget Resolution No. 2022-094
- 2) Supplemental Budget Explanation No. 2022-094

PRESENTATION: No

**RESOLUTION
NO. 2022-094**

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. LOCAL OPTION SALES TAX FUND

To:	Fund Balance	77,260
As Reads Amended	Capital Outlay	21,828,198
To Read:	Capital Outlay	21,905,458

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA

SEPTEMBER 2022 - ADVANCE OF LOST IV PROJECT FUNDS - BAYLEN ST MARINA SEAWALL - RES NO. 2022-094

FUND	AMOUNT	DESCRIPTION
LOCAL OPTION SALES TAX FUND		
Fund Balance	<u>77,260</u>	Increase appropriated Fund Balance - Baylen St Marina Seawall
Total Fund Balance	<u><u>77,260</u></u>	
Appropriations		
Capital Outlay	<u>77,260</u>	Increase appropriation for Capital Outlay - Baylen St Marina Seawall
Total Appropriations	<u><u>77,260</u></u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 42-22

City Council

9/29/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

AMENDED PROPOSED ORDINANCE NO. 42-22 - AMENDING SECTION 12-6-4(4) OF THE CITY CODE - LANDSCAPE AND TREE PROTECTION PLAN OF THE LAND DEVELOPMENT CODE

RECOMMENDATION:

That City Council adopt amended Proposed Ordinance No. 42-22 on second reading:

AN ORDINANCE AMENDING SECTION 12-6-4 (4) OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, LANDSCAPE AND TREE PROTECTION PLAN; PROVIDING FOR A TWENTY-ONE DAY POSTING REQUIREMENT PRIOR TO ISSUANCE OF PERMIT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: Public

SUMMARY:

Recently a situation occurred wherein landscape plans for a project were approved prior to a permit being issued. Signs were posted, as required by the code, however there was some confusion about the process of approving landscape plans prior to the two-week required posting of signs requesting tree removal. The project was the Caliber Carwash on Creighton Road.

This item was referred to the Planning Board for review and recommendation.

The language proposed stated:

“Prior to the final approval of any landscape or tree protection plan where a protected species and/or heritage tree removal is requested and prior to the requisite building, site work or tree removal permit being issued....”

At their June 14, 2022, meeting of the Planning Board, this issue was discussed with the following recommendations being made by the Board:

1. Including the language: 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

These recommendations, which were approved by the Planning Board on a vote of 6 - 0, are included within the proposed ordinance amendment.

At the September 15, 2022 City Council meeting, the City Council amended Proposed Ordinance No. 42-22 to change the number of days that the sign shall be posted from thirty (30) days to twenty-one (21) days.

PRIOR ACTION:

May 12, 2022 - City Council referred this item to the Planning Board

June 14, 2022 - Planning Board met, reviewed and made recommendations regarding this item

September 15, 2022 - the City Council conducted a public hearing and voted to amend Proposed Ordinance No. 42-22 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Amended Proposed Ordinance No. 42-22
- 2) Proposed Ordinance No. 42-22
- 3) Planning Board Meeting Minutes 6.14.22

PRESENTATION: No

PROPOSED
ORDINANCE NO. 42-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 12-6-4 (4) OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, LANDSCAPE AND TREE PROTECTION PLAN; PROVIDING FOR A THIRTY **TWENTY-ONE** DAY POSTING REQUIREMENT PRIOR TO ISSUANCE OF PERMIT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-6-4 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

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

A landscape and tree protection plan shall be required as a condition of obtaining any building permit or site work permit for multi-family residential, commercial and industrial development as specified in section 12-6-3. The plan shall be submitted to the inspection services department and reviewed by the city's designated arborist. A fee shall be charged for services rendered in the review of the required plan (see chapter 7-10 of this Code).

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

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

- a. Location, size and species of all trees and shrubs to be planted.
 - b. Location of proposed structures, driveways, parking areas, required perimeter and interior landscaped areas, and other improvements to be constructed or installed.
 - c. Location of irrigation system to be provided. All planted areas shall have an underground irrigation system designed to provide one hundred-percent coverage.
 - d. Landscape and tree protection techniques proposed to prevent damage to vegetation, during construction and after construction has been completed.
 - e. Location of all protected trees noting species and DBH.
 - f. Identification of protected trees to be preserved, protected trees to be removed, including dead trees, and trees to be replanted on site.
 - g. Proposed grade changes which might adversely affect or endanger protected trees with specifications on how to maintain trees.
 - h. Certification that the landscape architect, architect or civil engineer submitting the landscape and tree protection plan has read and is familiar with chapter 12-6 of the Code of the City of Pensacola, Florida, pertaining to tree and landscape regulation.
- (2) *Installation period.* All landscape materials and trees depicted on the approved landscape plan shall be installed prior to the issuance of the certificate of occupancy.
- (3) *Quality.* All plant materials used shall conform to the standards for Florida No. 1 or better as given in "Grades and Standards for Nursery Plants", current edition, State of Florida, Department of Agriculture and Consumer Services, Division of Plant Industry, Tallahassee, Florida, a copy of which shall be maintained for public inspection in the department of leisure services.
- (4) *Notice.* If removal is sought for one or more heritage trees or for more than ten protected trees (including heritage trees sought to be removed) and/or if removal of more than 50 of existing protected trees is sought within any property in any zoning district identified in section 12-6-2, a sign shall be posted no further back than four feet from the property line nearest each respective roadway adjacent to the property. One sign shall be posted for every 100 feet of roadway frontage. Each sign shall be of black lettering on a white background and contain two horizontal lines of legible and easily discernible type. The top line shall state: "Tree Removal Permit Applied For." The bottom line shall state: "For Further Information Contact the City of Pensacola at 311" (or other number as designated by the Mayor). The top line shall be in legible type no smaller than six inches in height. The bottom line shall be in legible type no smaller than three inches in height. There shall be a margin of at least three inches between all lettering and the edge of the sign. Prior to the final approval of any landscape or tree protection plan where a protected species and/or heritage tree removal is requested and prior to the requisite building, site work, or tree removal permit being issued, ~~the~~ requisite signs shall be posted by the applicant at their expense, and shall remain continuously posted for ~~two weeks~~ thirty (30) twenty-

one (21) days prior to the requisite building, site work, or tree removal permit is issued. At such time a tree or landscape plan has been deemed compliant by the designated city arborist, the city's designated arborist will notify the councilperson representing the district in which the permit has been requested, upon receipt of the request, which will initiate the thirty (30) day sign requirement.

Exception: This provision does not include any tree located on a currently occupied, residential property so long as the city's designated arborist has determined the tree meets the qualifications as a diseased or weakened tree as specified in section 12-6-6(2)b.5., or, in the alternative, documentation of danger to person or property has been submitted to the city's designated arborist in advance of removal. For purposes of this provision, "documentation" means a completed two-page Tree Risk Assessment Form, which should be completed according to the standards found within Best Management Practices: Tree Risk Assessment, Second Edition, by E. Thomas Smiley, Nelda Matheny, and Sharon Lilly, and distributed by the International Society of Arboriculture Society; further, consistent with ISA standards and tree risk assessment, a tree or tree part is a "danger" when two conditions exist: 1) the failure of the tree part or of the tree is imminent or impact is likely, and 2) the consequences of that failure are high or extreme.

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. 42-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 12-6-4, LANDSCAPE AND TREE PROTECTION PLAN, OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR A THIRTY-DAY POSTING REQUIREMENT PRIOR TO ISSUANCE OF PERMIT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-6-4 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

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

A landscape and tree protection plan shall be required as a condition of obtaining any building permit or site work permit for multi-family residential, commercial and industrial development as specified in section 12-6-3. The plan shall be submitted to the inspection services department and reviewed by the city's designated arborist. A fee shall be charged for services rendered in the review of the required plan (see chapter 7-10 of this Code).

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

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

- a. Location, size and species of all trees and shrubs to be planted.
 - b. Location of proposed structures, driveways, parking areas, required perimeter and interior landscaped areas, and other improvements to be constructed or installed.
 - c. Location of irrigation system to be provided. All planted areas shall have an underground irrigation system designed to provide one hundred-percent coverage.
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 - e. Location of all protected trees noting species and DBH.
 - f. Identification of protected trees to be preserved, protected trees to be removed, including dead trees, and trees to be replanted on site.
 - g. Proposed grade changes which might adversely affect or endanger protected trees with specifications on how to maintain trees.
 - h. Certification that the landscape architect, architect or civil engineer submitting the landscape and tree protection plan has read and is familiar with chapter 12-6 of the Code of the City of Pensacola, Florida, pertaining to tree and landscape regulation.
- (2) *Installation period.* All landscape materials and trees depicted on the approved landscape plan shall be installed prior to the issuance of the certificate of occupancy.
- (3) *Quality.* All plant materials used shall conform to the standards for Florida No. 1 or better as given in "Grades and Standards for Nursery Plants", current edition, State of Florida, Department of Agriculture and Consumer Services, Division of Plant Industry, Tallahassee, Florida, a copy of which shall be maintained for public inspection in the department of leisure services.
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or landscape plan has been deemed compliant by the designated city arborist, the city's designated arborist will notify the councilperson representing the district in which the permit has been requested, which will initiate the thirty (30) day sign requirement. upon receipt of the request.

Exception: This provision does not include any tree located on a currently occupied, residential property so long as the city's designated arborist has determined the tree meets the qualifications as a diseased or weakened tree as specified in section 12-6-6(2)b.5., or, in the alternative, documentation of danger to person or property has been submitted to the city's designated arborist in advance of removal. For purposes of this provision, "documentation" means a completed two-page Tree Risk Assessment Form, which should be completed according to the standards found within Best Management Practices: Tree Risk Assessment, Second Edition, by E. Thomas Smiley, Nelda Matheny, and Sharon Lilly, and distributed by the International Society of Arboriculture Society; further, consistent with ISA standards and tree risk assessment, a tree or tree part is a "danger" when two conditions exist: 1) the failure of the tree part or of the tree is imminent or impact is likely, and 2) the consequences of that failure are high or extreme.

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



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