



City of Pensacola

Agenda Conference

Agenda

Monday, September 26, 2022, 3:30 PM

Hagler-Mason Conference Room,
2nd 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.

ROLL CALL

The meeting can be watched via live stream at cityofpensacola.com/video.

PRESENTATION ITEMS

REVIEW OF CONSENT AGENDA ITEMS

- 1.** [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](#)
- 2.** [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](#)

3. [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
4. [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
5. [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
6. [22-00949](#) REFERRAL TO PARKS AND RECREATION BOARD - PROPOSED AMENDMENT TO CITY CODE SECTIONS 6-3-1, PARKS AND RECREATION SUPERVISION AND 6-3-2 PARKS AND RECREATION RULES AND REGULATIONS GENERALLY
- Recommendation:** That City Council refer to the Parks and Recreation Board for review and recommendation proposed amendments to City Code Sections 6-3-1 and 6-3-2.
- Sponsors:** Jennifer Brahier
- Attachments:** [Proposed Amendment to Section 6-3-1](#)
[Proposed Amendment to Section 6-3-2](#)

REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

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](#)

CONSIDERATION OF ANY ADD-ON ITEMS

FOR DISCUSSION

16. [22-00896](#) ROGER SCOTT TENNIS CENTER - TENNIS COURT IMPROVEMENTS
 PROJECT
- Sponsors:** Grover C. Robinson, IV

17. [22-00950](#) WHISTLEBLOWER ACT ORDINANCE

Sponsors: Sherri Myers

Attachments: [Fla Stat 112.3187 - Whistleblower Act](#)
[Miami-Dade County Protection of Employees Disclosing Specified In](#)

18. [22-00951](#) LEGISLATIVE INTERN PROGRAM

Sponsors: Teniade Broughton

READING OF ITEMS FOR COUNCIL AGENDA**COMMUNICATIONS****CITY ADMINISTRATOR'S COMMUNICATION****CITY ATTORNEY'S COMMUNICATION****QUARTERLY FINANCIAL REPORT - Finance Director Amy Lovoy**19. [22-00912](#) QUARTERLY FINANCIAL REPORT - NINE MONTHS ENDING JUNE 30, 2022 (UNAUDITED) - FINANCE DIRECTOR AMY LOVOY

Sponsors: Grover C. Robinson, IV

Attachments: [Financial Report - Nine Months Ending June 30, 2022 \(Unaudited\).pdf](#)
[Financial Report Presentation - Nine Months Ending June 30, 2022 \(](#)

CITY COUNCIL COMMUNICATION**ADJOURNMENT**

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

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

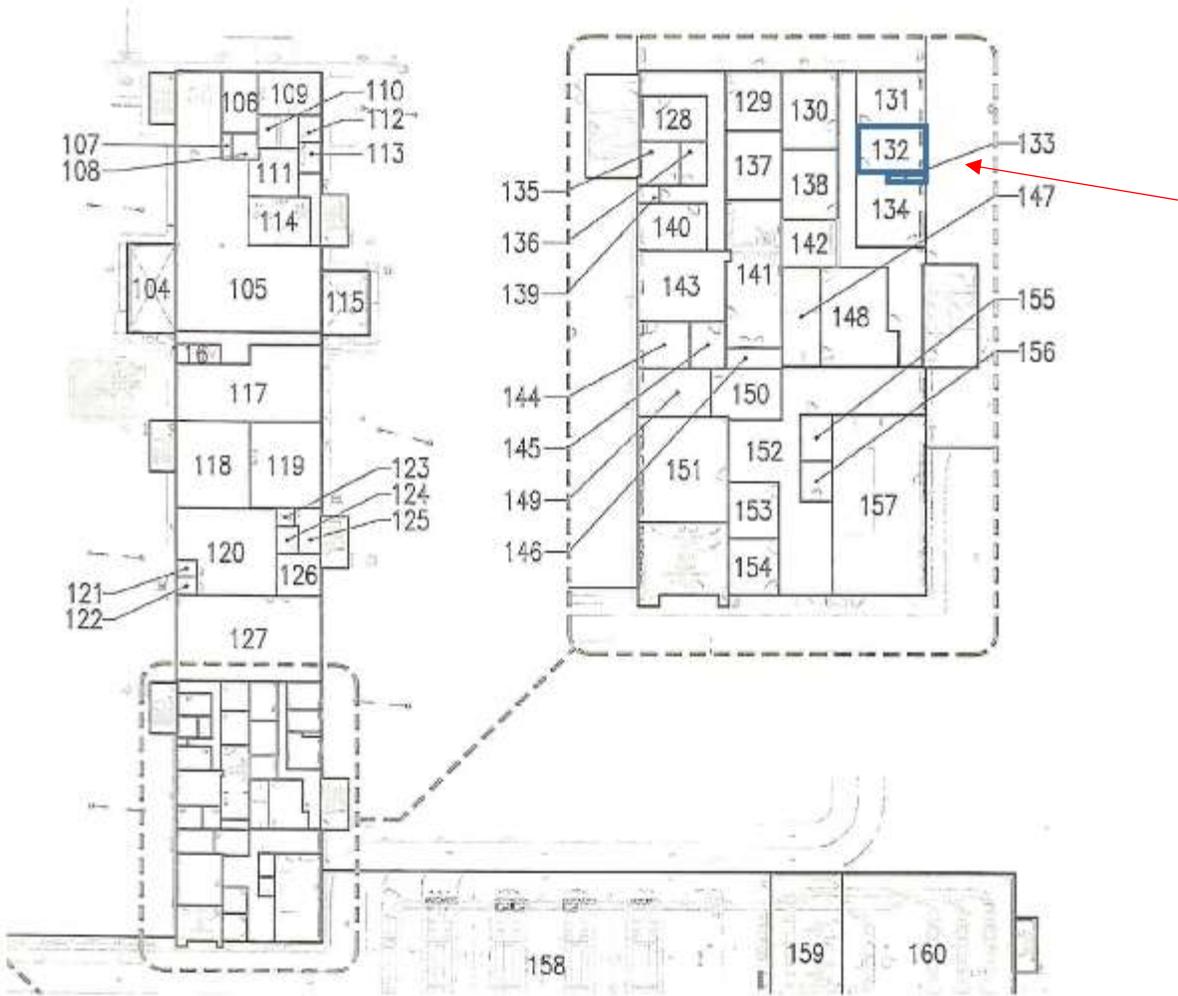
(Printed Name)

Legal in form and execution:

City Attorney

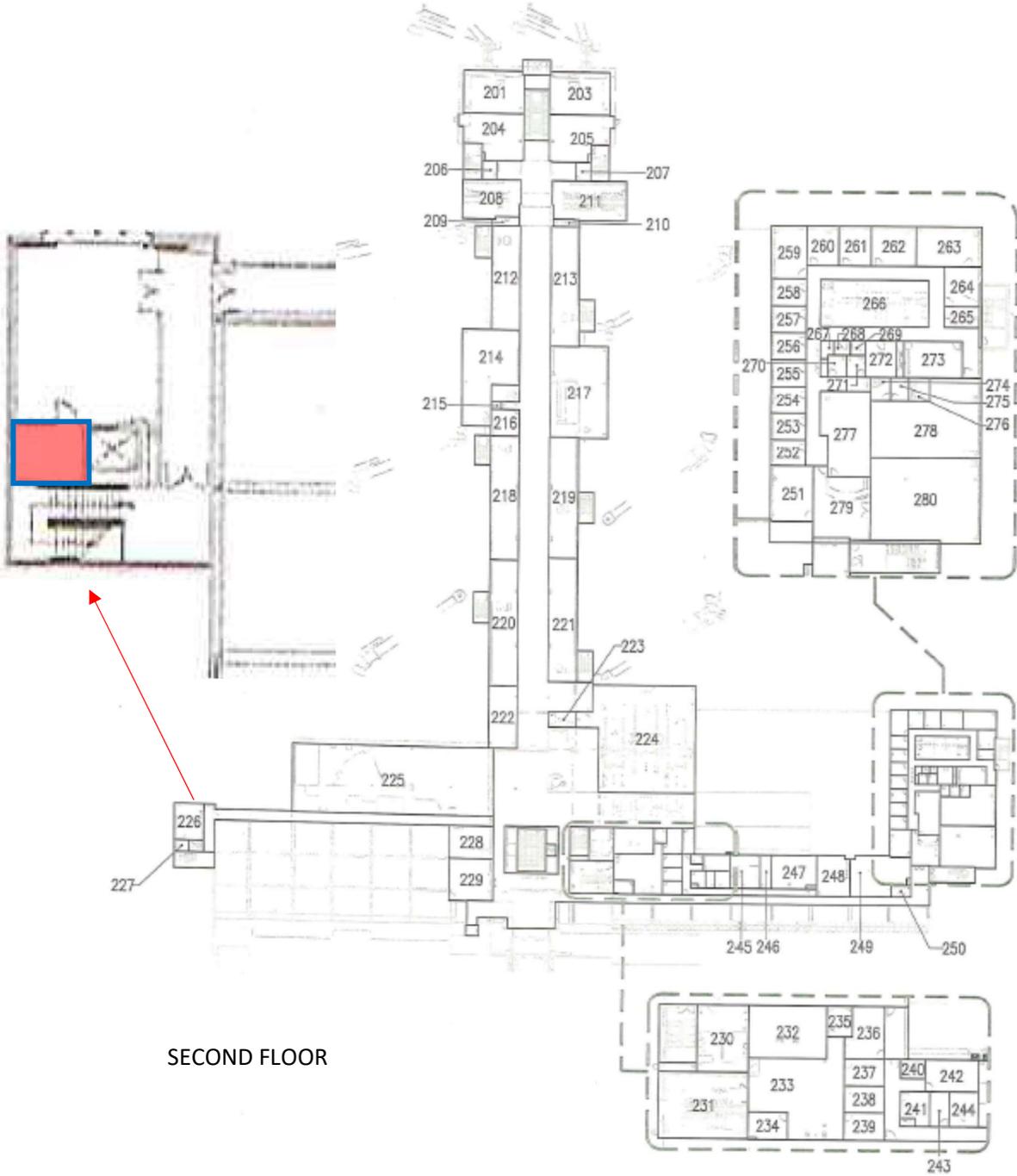
EXHIBIT A
ADDITIONAL LEASED PREMISES

EXCLUSIVE USE OFFICE/STORAGE
187.6 SQUARE FEET



FIRST FLOOR

EXCLUSIVE USE OFFICE/STORAGE SPACE
102.8 SQUARE FEET



SECOND FLOOR



City of Pensacola

222 West Main Street
Pensacola, FL 32502

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 #: 22-00949

City Council

9/29/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jennifer Brahier

SUBJECT:

REFERRAL TO PARKS AND RECREATION BOARD - PROPOSED AMENDMENT TO CITY CODE SECTIONS 6-3-1, PARKS AND RECREATION SUPERVISION AND 6-3-2 PARKS AND RECREATION RULES AND REGULATIONS GENERALLY

RECOMMENDATION:

That City Council refer to the Parks and Recreation Board for review and recommendation proposed amendments to City Code Sections 6-3-1 and 6-3-2.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Recently an issue has arisen wherein there appears to be ordinance conflict pertaining to City Parks.

This particular situation involved the proposed placement of a digital (illuminated) sign on Langley Ave within Hitzman Park. Upon review, it appeared that there were at least three (3) ordinances which together or separately may have prevented the permitting for such sign.

The interpretation provided by Planning Services and Inspections, which apparently has been followed for some time, is that the Parks and Recreation Director has control and authority over City Parks (Section 6-3-1), therefore overriding other preventative ordinances.

In order to clear up any ambiguity, the proposed changes to these two sections provides that actions taken by the Parks Director must be consistent with Federal Law, State Statutes and City Code.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Amendment to Section 6-3-1
- 2) Proposed Amendment to Section 6-3-2

PRESENTATION: No

Sec. 6-3-1. Supervision.

The parks and recreation director shall have direct charge and supervision of all matters relating to city owned or leased parks, consistent with Federal Laws, State Statutes and the city code contained herein.

(Code 1968, § 118-1; Code 1986, § 6-3-1; Ord. No. 24-13, § 1, 9-26-2013)

Sec. 6-3-2. Rules and regulations generally.

- (a) The parks and recreation director may adopt rules and regulations for the reasonable and proper use, and for preventing injuries to or misuse of, city parks and their appurtenances and park property, and to prevent disorder and improper conduct within the precincts of such park, that are not in conflict with the city code contained herein.
- (b) **Any rules and regulations when published or posted in the park shall have the same effect as ordinances,** and any violations thereof shall be punished as provided for in section 1-1-8 except as otherwise provided herein.
- (c) The hours of the parks are sunrise to sunset, unless otherwise posted.

(Code 1968, § 118-11; Code 1986, § 6-3-2; Ord. No. 24-13, § 2, 9-26-2013; Ord. No. 29-20 , § 1, 9-10-2020)

Staff will be meeting with the Parks Director and Superintendents to discuss parameters. This item will be revised at that point.



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)
Matthew Coughlin, Airport Director

Date 7/7/22

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.



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

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);

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 $S19^{\circ}36'58''W$ 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.

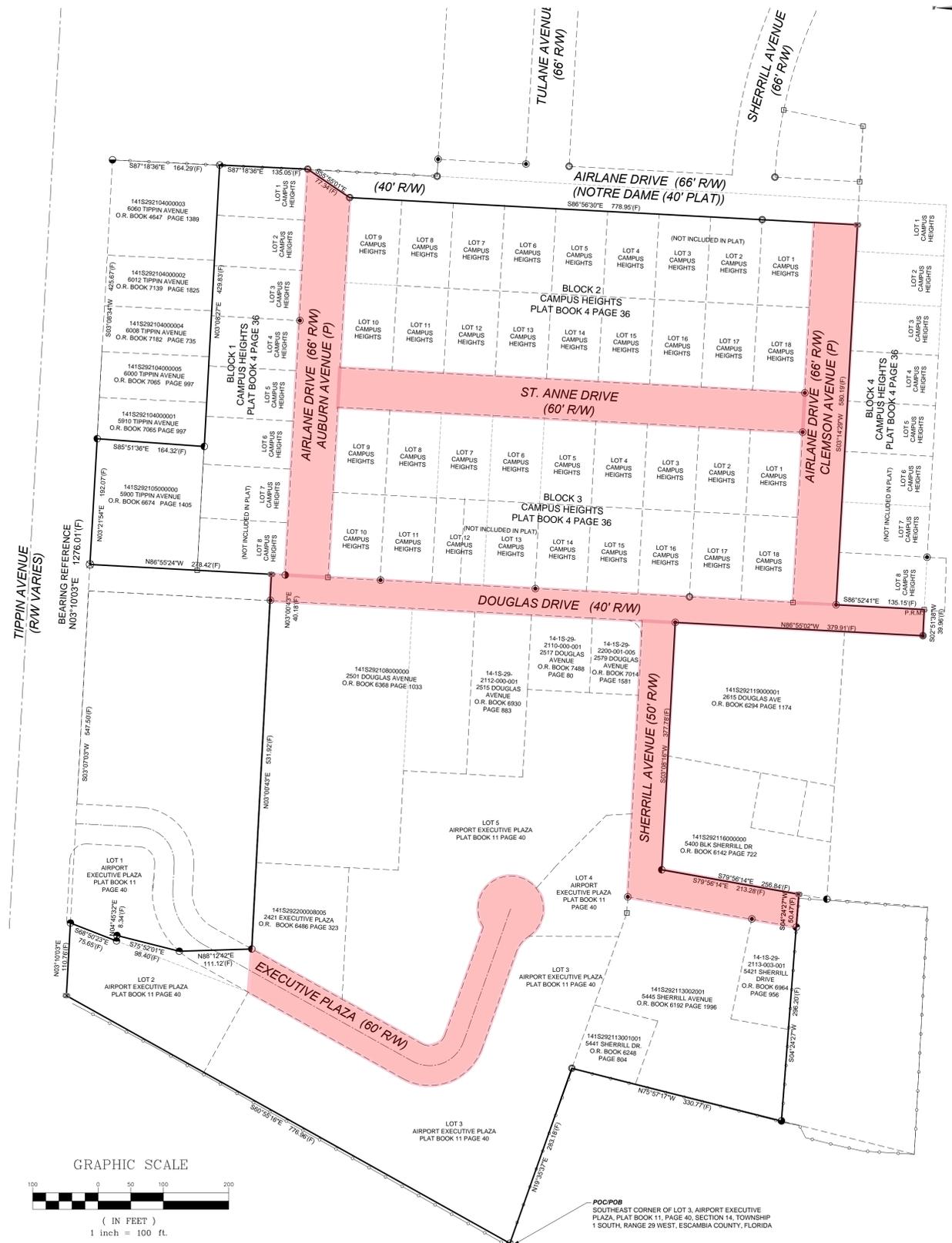
Respectfully Submitted,

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:

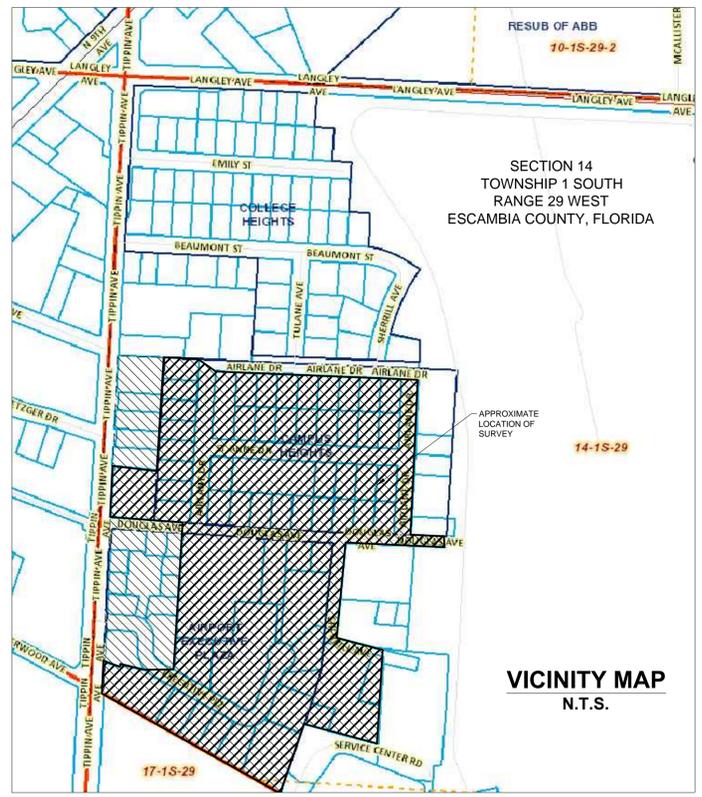
COMMENCE AT THE SOUTHEAST CORNER OF LOT 3, AIRPORT EXECUTIVE PLAZA, AS RECORDED IN PLAT BOOK 11 AT PAGE 40 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE N60°55'16"W ALONG THE SOUTH LINE OF SAID LOT FOR 776.96 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF 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
DWG. NO.	2 OF 2
SCALE	1"=100'
DATE	FEBRUARY 2017
JOB NO.	1701034
DRWN. BY	AC
CHECKED BY	RLW
CITY OF PENSACOLA	PENSACOLA, FLORIDA 32504
PHASE I AIRPORT PROPERTY ONLY	CAMPUS HEIGHTS & EXECUTIVE PLAZA
FOR	CITY OF PENSACOLA
FOR	PENSACOLA, FLORIDA 32504



NOTES:

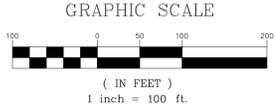
- FIELD WORK FOR THIS SURVEY WAS COMPLETED ON FEBRUARY 23, 2017.
- THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
- ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR 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 #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





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

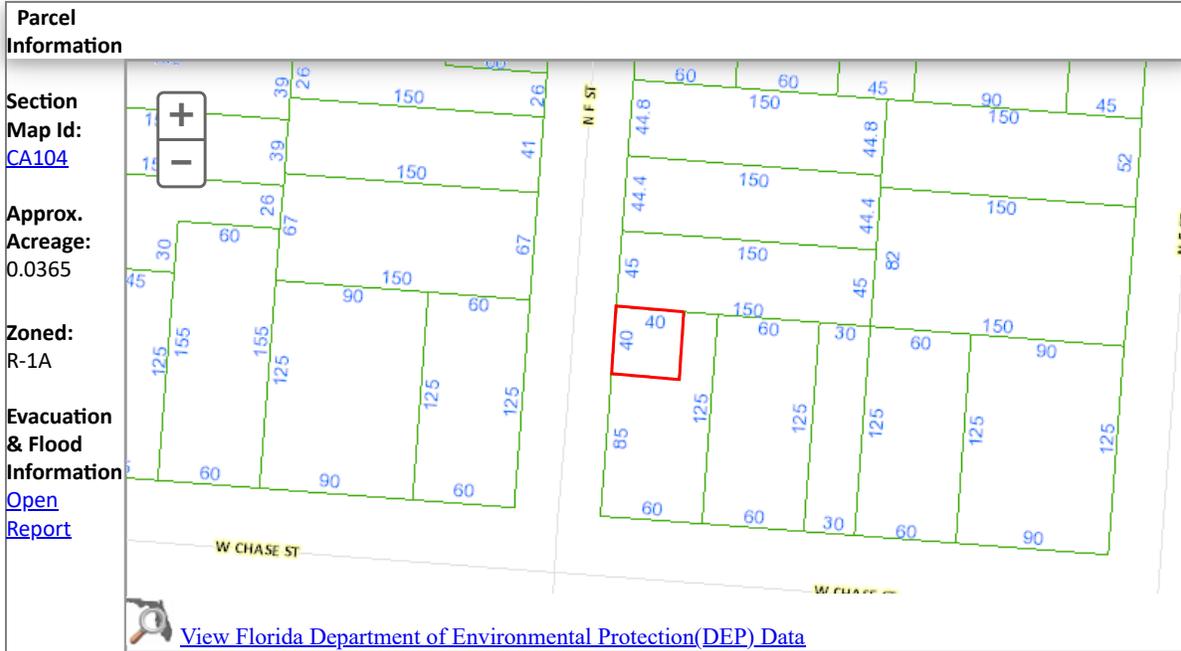
ATTACHMENTS:

- 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
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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																										



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

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.**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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

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.

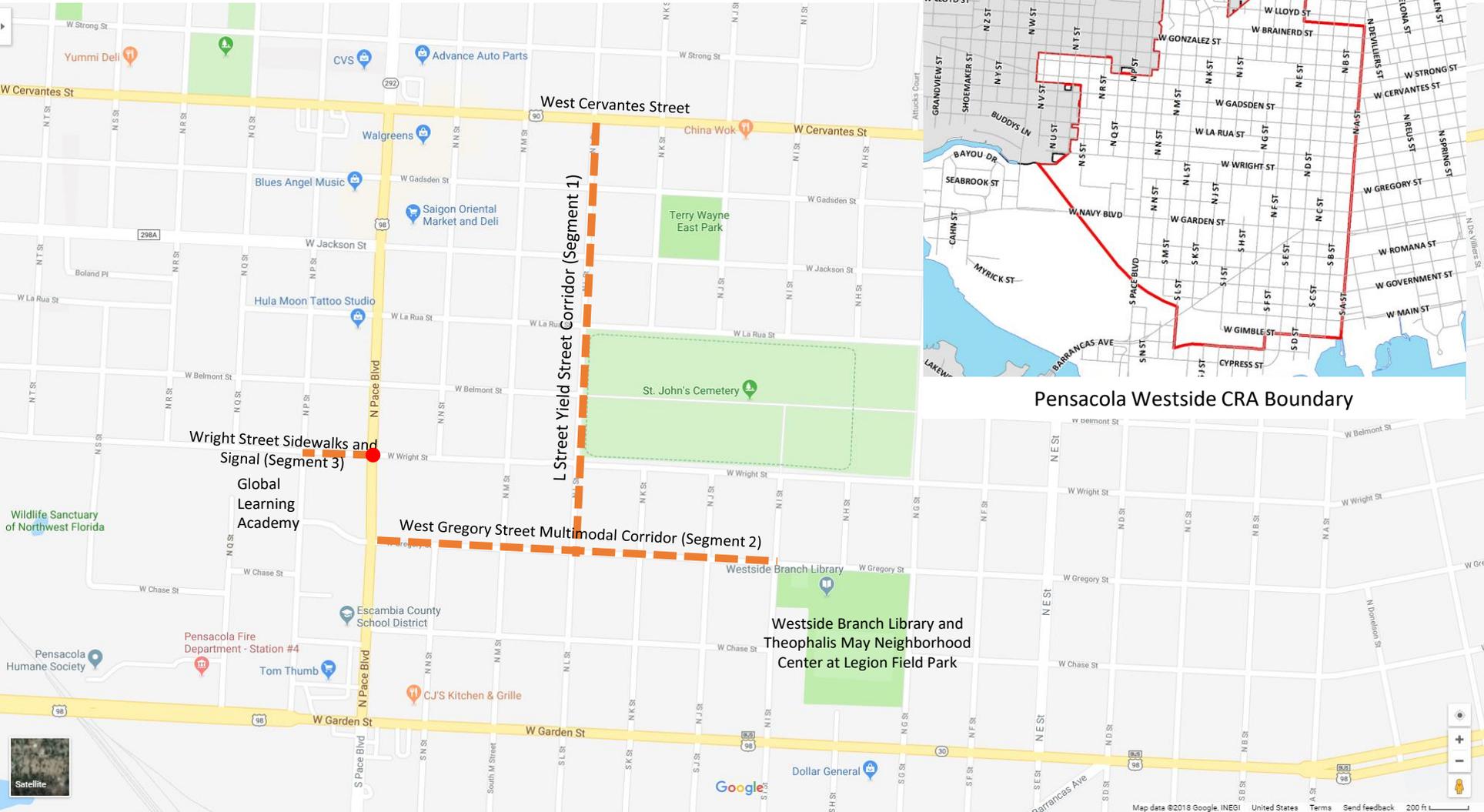
Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

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

Wright Street Sidewalks and Signal (Segment 3)

L Street Yield Street Corridor (Segment 1)

West Gregory Street Multimodal Corridor (Segment 2)



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>	



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:

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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 is being issued, the requisite signs shall be posted by the applicant at their expense, and shall remain continuously posted for ~~two weeks~~ thirty (30) days. 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, 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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00896

City Council

9/29/2022

DISCUSSION ITEM

FROM: Grover C. Robinson, IV, Mayor

SUBJECT:

ROGER SCOTT TENNIS CENTER - TENNIS COURT IMPROVEMENTS PROJECT

SUMMARY:

To discuss staff's alternative recommendations for the Roger Scott Tennis Center - Tennis Court Improvements Project.

PRIOR ACTION:

September 15, 2021 - City Council formally adopted the FY 2022 Budget that included an appropriation of \$1,302,545.50 for the renovation of the Roger Scott Tennis Center.

November 18, 2021 - City Council approved an Interlocal Agreement with Escambia County detailing terms for hard court rates, 50/50 funding partnership of the project totaling \$1.3M per agency, etc.

July 21, 2022 - City Council awarded a contract to Gulf Coast Tennis Group, LLC. for the operation and management of Roger Scott Tennis Center.

August 18, 2022 - City Council received a presentation regarding revised cost estimates for renovations to Roger Scott Tennis Center along with potential funding sources to assist in offsetting the additional cost.

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00950

City Council

9/29/2022

DISCUSSION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

WHISTLEBLOWER ACT ORDINANCE

SUMMARY:

State, local and municipal government employees in Florida are protected from retaliation if they engage in certain protected activities to expose violations of law, rules or regulations or gross mismanagement or gross waste of public funds. This protection is found within Florida Statute 112-3187, the Florida Public Whistleblower Act.

Certain Counties and Municipalities have created similar protection via a Whistleblower or Employee Protection Ordinance.

This item seeks to discuss how such an ordinance might function in Pensacola.

PRIOR ACTION:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Fla Stat 112.3187 - Whistleblower Act
- 2) Miami-Dade County Protection of Employees Disclosing Specified Information

PRESENTATION: No

112.3187 Adverse action against employee for disclosing information of specified nature prohibited; employee remedy and relief.—

- (1) SHORT TITLE.—Sections [112.3187-112.31895](#) may be cited as the “Whistle-blower’s Act.”
- (2) LEGISLATIVE INTENT.—It is the intent of the Legislature to prevent agencies or independent contractors from taking retaliatory action against an employee who reports to an appropriate agency violations of law on the part of a public employer or independent contractor that create a substantial and specific danger to the public’s health, safety, or welfare. It is further the intent of the Legislature to prevent agencies or independent contractors from taking retaliatory action against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee.
- (3) DEFINITIONS.—As used in this act, unless otherwise specified, the following words or terms shall have the meanings indicated:
 - (a) “Agency” means any state, regional, county, local, or municipal government entity, whether executive, judicial, or legislative; any official, officer, department, division, bureau, commission, authority, or political subdivision therein; or any public school, community college, or state university.
 - (b) “Employee” means a person who performs services for, and under the control and direction of, or contracts with, an agency or independent contractor for wages or other remuneration.
 - (c) “Adverse personnel action” means the discharge, suspension, transfer, or demotion of any employee or the withholding of bonuses, the reduction in salary or benefits, or any other adverse action taken against an employee within the terms and conditions of employment by an agency or independent contractor.
 - (d) “Independent contractor” means a person, other than an agency, engaged in any business and who enters into a contract, including a provider agreement, with an agency.
 - (e) “Gross mismanagement” means a continuous pattern of managerial abuses, wrongful or arbitrary and capricious actions, or fraudulent or criminal conduct which may have a substantial adverse economic impact.
- (4) ACTIONS PROHIBITED.—
 - (a) An agency or independent contractor shall not dismiss, discipline, or take any other adverse personnel action against an employee for disclosing information pursuant to the provisions of this section.
 - (b) An agency or independent contractor shall not take any adverse action that affects the rights or interests of a person in retaliation for the person’s disclosure of information under this section.
 - (c) The provisions of this subsection shall not be applicable when an employee or person discloses information known by the employee or person to be false.
- (5) NATURE OF INFORMATION DISCLOSED.—The information disclosed under this section must include:

(a) Any violation or suspected violation of any federal, state, or local law, rule, or regulation committed by an employee or agent of an agency or independent contractor which creates and presents a substantial and specific danger to the public's health, safety, or welfare.

(b) Any act or suspected act of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, suspected or actual Medicaid fraud or abuse, or gross neglect of duty committed by an employee or agent of an agency or independent contractor.

(6) TO WHOM INFORMATION DISCLOSED.—The information disclosed under this section must be disclosed to any agency or federal government entity having the authority to investigate, police, manage, or otherwise remedy the violation or act, including, but not limited to, the Office of the Chief Inspector General, an agency inspector general or the employee designated as agency inspector general under s. [112.3189](#)(1) or inspectors general under s. [20.055](#), the Florida Commission on Human Relations, and the whistle-blower's hotline created under s. [112.3189](#). However, for disclosures concerning a local governmental entity, including any regional, county, or municipal entity, special district, community college district, or school district or any political subdivision of any of the foregoing, the information must be disclosed to a chief executive officer as defined in s. [447.203](#)(9) or other appropriate local official.

(7) EMPLOYEES AND PERSONS PROTECTED.—This section protects employees and persons who disclose information on their own initiative in a written and signed complaint; who are requested to participate in an investigation, hearing, or other inquiry conducted by any agency or federal government entity; who refuse to participate in any adverse action prohibited by this section; or who initiate a complaint through the whistle-blower's hotline or the hotline of the Medicaid Fraud Control Unit of the Department of Legal Affairs; or employees who file any written complaint to their supervisory officials or employees who submit a complaint to the Chief Inspector General in the Executive Office of the Governor, to the employee designated as agency inspector general under s. [112.3189](#)(1), or to the Florida Commission on Human Relations. The provisions of this section may not be used by a person while he or she is under the care, custody, or control of the state correctional system or, after release from the care, custody, or control of the state correctional system, with respect to circumstances that occurred during any period of incarceration. No remedy or other protection under ss. [112.3187-112.31895](#) applies to any person who has committed or intentionally participated in committing the violation or suspected violation for which protection under ss. [112.3187-112.31895](#) is being sought.

(8) REMEDIES.—

(a) Any employee of or applicant for employment with any state agency, as the term "state agency" is defined in s. [216.011](#), who is discharged, disciplined, or subjected to other adverse personnel action, or denied employment, because he or she engaged in an activity protected by this section may file a complaint, which complaint must be made in accordance with s. [112.31895](#). Upon receipt of notice from the Florida Commission on Human Relations of termination of the investigation, the complainant may elect to pursue the administrative remedy available under s. [112.31895](#) or bring a civil action within 180 days after receipt of the notice.

(b) Within 60 days after the action prohibited by this section, any local public employee protected by this section may file a complaint with the appropriate local governmental authority, if that authority has established by ordinance an administrative procedure for handling such complaints or has contracted

with the Division of Administrative Hearings under s. [120.65](#) to conduct hearings under this section. The administrative procedure created by ordinance must provide for the complaint to be heard by a panel of impartial persons appointed by the appropriate local governmental authority. Upon hearing the complaint, the panel must make findings of fact and conclusions of law for a final decision by the local governmental authority. Within 180 days after entry of a final decision by the local governmental authority, the public employee who filed the complaint may bring a civil action in any court of competent jurisdiction. If the local governmental authority has not established an administrative procedure by ordinance or contract, a local public employee may, within 180 days after the action prohibited by this section, bring a civil action in a court of competent jurisdiction. For the purpose of this paragraph, the term “local governmental authority” includes any regional, county, or municipal entity, special district, community college district, or school district or any political subdivision of any of the foregoing.

(c) Any other person protected by this section may, after exhausting all available contractual or administrative remedies, bring a civil action in any court of competent jurisdiction within 180 days after the action prohibited by this section.

(9) RELIEF.—In any action brought under this section, the relief must include the following:

(a) Reinstatement of the employee to the same position held before the adverse action was commenced, or to an equivalent position or reasonable front pay as alternative relief.

(b) Reinstatement of the employee’s full fringe benefits and seniority rights, as appropriate.

(c) Compensation, if appropriate, for lost wages, benefits, or other lost remuneration caused by the adverse action.

(d) Payment of reasonable costs, including attorney’s fees, to a substantially prevailing employee, or to the prevailing employer if the employee filed a frivolous action in bad faith.

(e) Issuance of an injunction, if appropriate, by a court of competent jurisdiction.

(f) Temporary reinstatement to the employee’s former position or to an equivalent position, pending the final outcome on the complaint, if an employee complains of being discharged in retaliation for a protected disclosure and if a court of competent jurisdiction or the Florida Commission on Human Relations, as applicable under s. [112.31895](#), determines that the disclosure was not made in bad faith or for a wrongful purpose or occurred after an agency’s initiation of a personnel action against the employee which includes documentation of the employee’s violation of a disciplinary standard or performance deficiency. This paragraph does not apply to an employee of a municipality.

(10) DEFENSES.—It shall be an affirmative defense to any action brought pursuant to this section that the adverse action was predicated upon grounds other than, and would have been taken absent, the employee’s or person’s exercise of rights protected by this section.

(11) EXISTING RIGHTS.—Sections [112.3187-112.31895](#) do not diminish the rights, privileges, or remedies of an employee under any other law or rule or under any collective bargaining agreement or employment contract; however, the election of remedies in s. [447.401](#) also applies to whistle-blower actions.

History.—ss. 1, 2, 3, 4, 5, 6, 7, 8, ch. 86-233; s. 1, ch. 91-285; s. 12, ch. 92-316; s. 1, ch. 93-57; s. 702, ch. 95-147; s. 1, ch. 95-153; s. 15, ch. 96-410; s. 20, ch. 99-333; s. 2, ch. 2002-400.

DIVISION 6. PROTECTION OF EMPLOYEES DISCLOSING SPECIFIED INFORMATION

Sec. 2-56.28.11. Legislative findings and purpose.

The Board of County Commissioners finds that it is in the best interests of the County to ensure that employees who have knowledge of unlawful activity, misfeasance or malfeasance by the County or independent contractors report such knowledge to the appropriate authorities for investigation and corrective action. In order to encourage employees to report such information without fear of reprisal, it shall be the policy of the County to prohibit adverse action against an employee for disclosing such information to an appropriate official or agency and to award such employees when the information they disclose leads to the County's recovery of public funds.

Recognizing that the State of Florida has adopted its own Whistle-blower's Act, Fla. Stat. Sections 112.3187, et. seq. (1993) and that the State Act provides for the adoption of local procedures for administrative enforcement, the Commission intends that this ordinance be interpreted consistently with the State Act, as it may from time to time be amended.

(Ord. No. 94-107, § 1, 6-9-94)

Sec. 2-56.28.12. Definitions.

As used in this division:

- (1) *County* shall include all Miami-Dade County departments, and all political subdivisions and special districts under the County Commission's legislative authority.
- (2) *Employee* shall mean a person who performs services for, and under the control and direction of, the County for wages or other remuneration.
- (3) *Independent contractor* shall mean a person, other than a federal, state or local government entity, engaged in any business and who enters into a contract with the County.
- (4) *Adverse personnel action* shall mean the discharge, suspension, transfer or demotion of any employee or the withholding of bonuses, the reduction in salary or benefits, or any other adverse action taken against an employee within the terms and conditions of employment by the County.
- (5) All other words or terms used in this ordinance shall have the same meaning as such words and terms have under the State Whistle-blower's Act.

(Ord. No. 94-107, § 1, 6-9-94)

Sec. 2-56.28.13. Actions prohibited.

- (1) The County shall not dismiss, discipline, or take any other adverse personnel action against an employee for disclosing information pursuant to the provisions of this division.
- (2) The County shall not take any adverse action that affects the rights or interests of an employee in retaliation for the employee's disclosure of information under this division.

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- (3) The provisions of this division shall not be applicable when an employee discloses information known by the employee to be false.

(Ord. No. 94-107, § 1, 6-9-94)

Sec. 2-56.28.14. Nature of information disclosed.

The information disclosed under this division must include:

- (1) Any violation or suspected violation of any federal, state or local law, rule or regulation committed by an employee or agent of the County or independent contractor which creates and presents a substantial and specific danger to the public's health, safety or welfare; or
- (2) Any act or suspected act of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, or gross neglect of duty committed by an employee or agent of the County or an independent contractor.

(Ord. No. 94-107, § 1, 6-9-94)

Sec. 2-56.28.15. To whom information disclosed.

- (a) The information disclosed under this division must be disclosed to the Office of Inspector General, the County Mayor or such official or officials as the Mayor may designate to receive such information on his behalf or the Miami-Dade County Commission on Ethics and Public Trust.
- (b) To facilitate the disclosure of information under this division, information may be submitted to the Inspector General:
 1. through a telephone hotline established by the Office of the Inspector General;
 2. by email;
 3. by written and signed correspondence;
 4. through a website established by the Inspector General; or
 5. in person to the Inspector General or the Inspector General's staff.
- (c) Any information that complies with section 2-56.28.14, that is disclosed to the Mayor, Mayor's designee, or to the Miami-Dade County Commission on Ethics and Public Trust, may, at the discretion of the Mayor, the Mayor's designee or the Miami-Dade County Commission on Ethics and Public Trust, be forwarded to the Office of the Inspector General for investigation. The Inspector General shall make a determination whether an investigation by the Inspector General is necessary.

(Ord. No. 94-107, § 1, 6-9-94; Ord. No. 03-68, § 1, 4-8-03; Ord. No. 10-75, § 1, 11-4-10; Ord. No. 15-120, § 1, 10-20-15)

Sec. 2-56.28.16. Employees and persons protected.

- (1) This division protects employees who disclose information on their own initiative in a written and signed complaint; who are requested to participate in an investigation, hearing, or other inquiry conducted by the County, any state agency or federal government entity having the authority to investigate, police, manage, or otherwise remedy the violation or act; who refuse to participate in any adverse action prohibited by this division; who disclose information to the Office of the Inspector General in accordance with the provisions of section 2-56.28.15; or who are otherwise protected by the State Whistle-blower's Act. The provisions of this

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(Supp. No. 119)

division may not be used by employees while they are under the care, custody, or control of the state or county correctional system, or after their release from the care, custody or control of the state or county correctional system, with respect to circumstances that occurred during any period of incarceration.

- (2) No remedy or other protection under this division applies to any person who has committed or intentionally participated in committing a violation or suspected violation for which protection under this division is being sought.
- (3) An employee who provides false information pursuant to this section may be investigated and prosecuted pursuant to Florida Statutes, including but not limited to, Florida Statute Sections 837.06, False Official Statements; 838.022, Official Misconduct; 837.05, False Reports.
- (4) It shall be an affirmative defense to any complaint brought pursuant to this division that the adverse action was predicated upon grounds other than, and would have been taken absent, the employee's exercise of rights protected by this division.

(Ord. No. 94-107, § 1, 6-9-94; Ord. No. 15-120, § 1, 10-20-15)

Sec. 2-56.28.17. Remedies.

- (1) Any employee protected by this division who has the right to file an appeal of an adverse personnel action under Section 2-47 shall also have the right to have the hearing examiner appointed under that section consider the issue of whether the adverse action was in violation of this division. The hearing examiner shall include in his findings of fact and conclusions a determination of whether the adverse action was in violation of this section and shall recommend an appropriate remedy.
- (2) Any employee protected by this division who does not have the right to file an appeal under Section 2-47 may file a written complaint within sixty (60) days after the action prohibited by this division with the Miami-Dade County Personnel Director. The Director shall refer the complaint to a panel of impartial persons from whom a hearing examiner shall be selected. The panel shall be comprised of all persons available to serve as a hearing examiner under Section 2-47. Such hearing examiners may be paid a fee for their services, but shall not be deemed County officials or employees within the purview of Sections 2-10.2, 2-11.1 or otherwise. The hearing examiner shall conduct a hearing after notice to the complainant and the County department, political subdivision or special district involved. The hearing shall be conducted in accordance with the procedures applicable to hearings under Section 2-47, except as may be provided herein. Any interested party may procure the attendance of witnesses and the production of records at such hearing in the manner provided by Section 2-50. All hearings requested pursuant to this paragraph shall be commenced insofar as is practicable within sixty (60) days of the Personnel Director's receipt of the complaint, except that the Director shall have the authority to extend such time for reasonable cause.
- (3) The hearing examiner shall transmit his findings of facts, conclusions of law and any recommendations together with a transcript of all evidence taken before him and all exhibits received by him to the County Mayor or Mayor's designee for a final decision. The Mayor or Mayor's designee may sustain, reverse or modify the adverse personnel action. In any case in which the hearing examiner finds that the employee filed a frivolous complaint in bad faith, the hearing examiner may recommend and the Mayor or Mayor's designee may direct the employee to pay the costs of the hearing, including the employer's attorney's fees.
- (4) *Investigation by Ethics Commission.* In addition to the remedies set forth above:
 - (a) Any employee protected under this division who alleges retaliation may, only after exhausting available administrative remedies (i) under section 2-47, (ii) this division, or (iii) an applicable collective bargaining agreement, file a written complaint with the Miami-Dade County Ethics Commission alleging a prohibited personnel action, no later than 60 days after a final written decision regarding an alleged prohibited personnel action has been rendered under the administrative or contractual procedures

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(Supp. No. 119)

referenced above. The sole purpose of such complaint is to determine whether, in addition to any findings or determination made in any of the above-referenced administrative or contractual proceedings, there has been a violation of this division and not to change, rehear or revisit the determination, findings, actions taken or discipline imposed, if any, pursuant to any of the aforementioned administrative or contractual proceedings.

- (b) Within ten working days after receiving a complaint under this division, the Ethics Commission shall acknowledge receipt of the complaint and provide copies of the complaint to the employee accused of retaliation and the Department Director of the department in which such employee is employed.
- (c) Upon the filing of a complaint with the Ethics Commission under this division, the Ethics Commission shall:
 - (i) Conduct a preliminary investigation, to the extent necessary, to determine whether there is probable cause to believe that a prohibited personnel action under this division, has occurred.
 - (ii) Within 90 days after receiving the complaint in compliance with subsection (4)(a) herein, provide the accused employee, the Department Director of the department in which the accused employee is employed and the complainant with a copy of a probable cause memorandum and conduct a probable cause hearing before the Ethics Commission which shall make a determination as to whether there is probable cause to believe retaliation prohibited by this division has occurred. The probable cause memorandum and the final written decision and findings of the administrative or contractual proceedings referenced in subsection (4)(a) herein shall be presumed admissible in any Ethics Commission hearing conducted under this division.
 - (iii) Based on its probable cause determination, recommend to the County Mayor an appropriate course of action. In response to such a recommendation, the County Mayor shall thereafter be required to make a written determination of the appropriate remedial action, if any, to be taken in accordance with Section 2-56.28.18.
- (d) The time limits regarding the actions to be taken by the Ethics Commission set forth in subsections (b) and (c) may be extended by the Ethics Commission for good cause.
- (5) Any employee found by the Ethics Commission to have retaliated against another County employee in violation of this division, shall be considered to have committed a violation of the County's Code of Ethics and shall be subject to the penalties set forth in the County's Code of Ethics set forth in section 2-11.1 of the Code and disciplinary action up to and including dismissal from County employment.

(Ord. No. 94-107, § 1, 6-9-94; Ord. No. 07-63, § 1, 5-8-07; Ord. No. 10-75, § 1, 11-4-10; Ord. No. 15-120, § 1, 10-20-15)

Sec. 2-56.28.18. Relief.

In any case brought under this division in which the County Mayor or Mayor's designee finds that the employee has been discharged, disciplined, or subjected to other adverse personnel action in violation of this division, the Mayor or Mayor's designee may:

- (a) Reinstatement the employee to the same position held before the adverse action was commenced or to an equivalent position, or award reasonable front pay as alternative relief,
- (b) Reinstatement the employee's fringe benefits and seniority rights, as appropriate, and
- (c) Compensation the employee, if appropriate, for lost wages, benefits or other lost remuneration caused by the adverse action.

(Ord. No. 94-107, § 1, 6-9-94; Ord. No. 10-75, § 1, 11-4-10)

Sec. 2-56.28.19. Reserved.

Editor's note(s)—Ord. No. 15-120, § 1, adopted October 20, 2015, repealed § 2-56.28.19, which pertained to reporting employee's award program and derived from Ordinance No. 94-107, § 1, adopted June 9, 1994; Ordinance No. 10-75, § 1, adopted November 4, 2010.

Sec. 2-56.28.20. Existing rights.

This division shall not be construed to diminish the rights, privileges or remedies of any employee under any other law or rule or under any collective bargaining agreement or employment contract; however, the election of remedies provided by Florida Statute Section 447.401 shall also apply to complaints under this division.

(Ord. No. 94-107, § 1, 6-9-94)

Sec. 2-56.28.21. Retroactive application.

Notwithstanding the requirements of Section 2-56.28.17 employees who have filed complaints of whistleblowing in state or federal court as of the date this ordinance is enacted shall have the right to file a complaint and receive a hearing in accordance with the terms of this division.

(Ord. No. 94-107, § 1, 6-9-94)

Sec. 2-56.28.22. Confidentiality of Individuals Disclosing Information.

The Board of County Commissioners intends for the protections of state law to be afforded to any individual who discloses information in compliance with this division to the local officials set forth in this division. The identity of such individuals shall be confidential and exempt from the provisions of the public records laws to the fullest extent permitted by, and in accordance with the law including, but not limited to, the confidentiality requirements and exemptions set forth in sections 119.0713 and 112.3188 of the Florida Statutes.

(Ord. No. 15-120, § 1, 10-20-15)

Sec. 2-56.28.23. Outreach to Employees and Mandatory Training.

- (a) The Mayor and the Inspector General, or their designees, shall provide training regarding this division to all new County employees hired after the effective date of this Ordinance as part of the initial County orientation. The Mayor and the Inspector General, or their designees, shall also provide training regarding this division to all County employees.
- (b) The Inspector General or his or her designee shall periodically provide information on this division including, but not limited to, the disclosure of information, the methods of disclosing information, and the protections afforded by this division, to all employees of the County and public officials.
- (c) The Office of the Inspector General shall periodically publish to all County employees instructions regarding the methods of disclosing information to the Inspector General. as provided by section 2-56.28.15.
- (d) The Office of the Inspector General shall periodically notify all County employees of the existence of the Inspector General's hotline and its purpose, and provide an address to which written or electronic information may be forwarded to the Office of the Inspector General.

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- (e) Notwithstanding subsections (a) through (d) herein, other means of dissemination to ensure awareness of this division may be implemented by the Mayor, the Office of the Inspector General or the Commission on Ethics and Public Trust.

(Ord. No. 15-120, § 1, 10-20-15)

Sec. 2-56.28.24. Coordination with County Attorney's Office.

In the event the Inspector General believes that civil relief may be available to the County during the course of any investigation under this division, the Inspector General shall so inform the County Attorney. The County Attorney or the County Attorney's staff shall notify the Inspector General regarding any potential civil relief. The County Attorney and the County Attorney's staff shall maintain the confidentiality to the extent provided by state law of all information as set forth in section 2-56.28.22 of the Code.

(Ord. No. 15-120, § 1, 10-20-15)

Secs. 2-56.28.25—2-56.28.30. Reserved.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00951

City Council

9/29/2022

DISCUSSION ITEM

SPONSOR: City Council Member Teniadé Broughton

SUBJECT:

LEGISLATIVE INTERN PROGRAM

SUMMARY:

A Council Member has been contacted by a local University looking at the possibility of creating a scenario whereby students would be allowed to function as a Legislative Intern with the Pensacola City Council.

While the details and qualifying information are yet to be developed, the initial thought would be to allow student interns to work with Council Members and Council Staff in learning the functioning of the Legislative Branch of the City of Pensacola Government.

This discussion item seeks to gain input from the Council as a body as to their desire to create such a program and their willingness to participate.

PRIOR ACTION:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None.

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00912

City Council

9/29/2022

DISCUSSION ITEM

SUBJECT:

QUARTERLY FINANCIAL REPORT - NINE MONTHS ENDING JUNE 30, 2022 (UNAUDITED) -
FINANCE DIRECTOR AMY LOVOY

ATTACHMENTS:

- 1) Financial Report - Nine Months Ending June 30, 2022 (Unaudited)
- 2) Financial Report Presentation - Nine Months Ending June 30, 2022 (Unaudited)

PRESENTATION: Yes

**FINANCIAL REPORT
NINE MONTHS ENDING JUNE 30, 2022**

These statements are unaudited and are not the official financial statements of the City but rather are a review of the progress to date each quarter as it relates to the budget. The official financial statements of the City are included in the Comprehensive Annual Financial Report (CAFR) and will be presented to the City Council in the first quarter of each calendar year following the end of each fiscal year (September 30th).

Attached are financial schedules setting forth the status of the major General Government, Special Revenue, Capital Projects and Proprietary Funds for the City of Pensacola for the nine months ended June 30, 2022. The financial schedules compare actual results for the six-month period against the City's budget and against comparable percentages of a year ago. Such comparisons are useful in projecting potential problem areas, allowing management to take early corrective action. The City's debt service and investment schedules are also attached for Council's review.

While the City did see a decline in many of tourism based taxes during fiscal year 2020 due to COVID-19, we have seen a rebound in those revenues beginning in October of fiscal year 2021. Such growth has continued through fiscal year 2022 and can be seen in the Half-Cent Sales Tax and Local Option Sales Tax revenues which are 11.05% and 19.50% higher, respectively, in fiscal year 2022 as compared to the same time frame in FY 2021. In addition, Ad Valorem Taxable Valuations continue to show positive growth. While these are positive indicators, both revenues and expenditures continue to be closely monitored to assure a balanced budget. Expenditures in total are in line with budgeted projections. Significant variances from the current approved budget are noted in the individual fund narrative below.

The Investment Section of this financial report provides a comparison of interest rates for FY 2021 to FY 2022. Interest Income in the various funds may not meet budget if interest rates continue to trend lower as a result of the COVID-19 Pandemic.

The Legal Services and Fees of this financial report provides a listing of legal services and fees paid through the third quarter of FY 2022.

Contracts and Expenditures over \$25,000 approved by the Mayor have been included in this report with the changing of how the monthly information is being provided to City Council.

The Tree Planting Trust Fund Schedule in this financial report provides the revenues received through the second quarter of FY 2022 along with the address of the property, the district the property is within, the amount received and the reason for the removal of the tree.

General Fund:

The General Fund is used to account for all financial resources except those required to be accounted for in another fund. All general property taxes, fines, various permits, property rentals and certain intergovernmental revenues are recorded in this fund. Typical expenditures are for administration, planning services, recreation services, public works, and public safety. (NOTE: The Tree Planting Trust Fund, Park Purchases Fund and the Housing Initiatives Fund are accounted for within the General Fund, however they are reported separately in the budget as well as the quarterly financial reports). All General Fund capital equipment has been funded in Local Option Sales Tax Series IV, therefore the only savings that can be realized are in operating and personal services.

In total, General Fund revenues exceeded the budget for the third quarter. The Half-Cent Sales Tax has was above budget by \$830,286 or 24.54%, Franchise Fees and Public Service Tax revenues were above budget by \$87,744 or 0.76% and Municipal Revenue Sharing revenue was above budget by \$77,783 or 4.42%. While total Communication Services Tax revenue was below budget by \$115,193 or 5.60%. In total, at fiscal year-end, revenues are projected to meet or exceed budget and expenditures are anticipated to come in at budget. Staff will continue to monitor revenues and expenditures and take appropriate actions as necessary in in order to assure a balanced budget.

On March 7, 2021, City council passed resolution 2021-32 amending the City of Pensacola's financial planning and administration policy as it related to the annual transfer into the Stormwater Capital Project Fund. Historically, the policy provides for the amount transferred into the Stormwater Capital Project Fund to be an amount equivalent to the stormwater utility fee revenue. The revised policy sets the dollar amount of the transfer into the Stormwater Capital Project Fund at \$2,735,000 each fiscal year. Funds are transferred monthly based on the amount of stormwater utility fee revenue collected until the \$2,735,000 required annual transfer is met.

Tree Planting Trust Fund

The Tree Planting Trust Fund revenues and expenditures are recorded in the General Fund and revenues are dedicated to be used for acquiring, planting and maintaining trees and other vegetation for public purposes within the City as well as establishing a grant program for community organizations to assist in restoring the City's tree canopy. For the third quarter, contributions and interest income totaled \$73,833 and expenditures/encumbrances totaled \$95,597.

The unassigned balance in the "Tree Planting Trust Fund" at the end of the third quarter was \$308,955. Assigned fund balance is composed of \$130,000 for Marketplace Greenway, \$150,000 for the Tree Replacement Plan at various City Parks, \$49,424 for use by City Council in their respective district, \$10,000 for Carpenter's Creek restoration and \$3,575 in a neighborhood grant.

Park Purchases Trust Fund

The Park Purchases Trust Fund revenues and expenditures are recorded in the General Fund and revenues are dedicated to be used for the purpose of acquiring parks and developing playgrounds. For the third quarter, contributions and interest income totaled \$17,009 and there were no expenditures/encumbrances.

The unassigned balance in the “Park Purchases Fund” at the end of the second quarter was \$21,744.

Housing Initiatives Fund

The Housing Initiatives Fund revenues and expenditures are recorded in the General Fund and revenues are dedicated to supplement existing and future adopted Housing Program Initiatives. This initiative moves City-owned surplus properties back into productive use through the development and sale of surplus properties. The proceeds from those sales can be dedicated to expanding existing homeowner assistance programs. For the second quarter, contributions plus interest income totaled \$43,589 and expenditures/encumbrances totaled \$28,147.

The unassigned balance in the “Housing Initiatives Fund” at the end of the third quarter was \$488,991 and assigned fund balance was \$49,000. Assigned fund balance is used to fund the personnel and operating costs that administrate the program. Any unassigned fund balance is set aside to pay for future administrative costs and to provide aid for the Affordable Housing Program.

Local Option Gasoline Tax Fund:

The Local Option Gasoline Tax (“LOGT”) Fund accounts for the receipt of the gasoline tax revenue and expenditures related to transportation including any transfers to pay debt service on bonds issued for construction or reconstruction of roads.

On July 25, 2016, The City issued its \$14,314,000 Local Option Gas Tax Revenue Bonds, Series 2016 (the “2016 Bond”). The 2016 Bond was issued for the purpose of financing the cost of the acquisition and construction of capital improvements to the road system of the City. LOGT revenues collected in the LOGT Fund along with prior year surplus funds are transferred to LOGT Debt Service Fund to pay principal and interest on the 2016 Bond. The 2016 Bond matures on December 31, 2026.

LOGT revenues of \$923,444 represents 67.40% of budgeted revenue for the fiscal year and is on target to exceed year-end projections. Fiscal year expenditures include debt service transfers which are not anticipated to exceed budget by fiscal year end. Expenditures also include allocated overhead which are anticipated to exceed budget by \$2,000 by fiscal year end based on the most recent cost allocation plan.

Stormwater Utility Fund:

The Stormwater Utility Fund accounts for the receipts of the stormwater utility fee revenue and expenditures for the day-to-day operations of stormwater and street cleaning functions.

For Fiscal Year 2022, City Council approved an adjustment to the Stormwater Utility Fee from \$72.24 per ESU to \$76.12 with a subsequent increase for Fiscal Year 2023 to the maximum approved by City Council of \$80 per ESU. This increase for Fiscal Year 2022 is expected to increase revenue to provide funding for an additional three-person crew to provide additional stormwater maintenance.

Stormwater utility fee revenue of \$2,965,430 represents 103.26% of budgeted revenue for the fiscal year and has already exceeded year-end projections. Fiscal year expenditures include stormwater and street cleaning functions are not anticipated to exceed budget by fiscal year end.

Parking Management Fund:

The Parking Management Fund accounts for the public parking services receipts and the expenditures thereof. Typical expenditures are related to parking enforcement, operations and maintenance of parking facilities and capital purchases related to parking.

For the third quarter of FY 2022 revenues exceeded expenditures by \$275,300. When compared to FY 2021, revenue for this fiscal year is \$275,188 more than the prior year as prior year revenues were down due to COVID. While the impacts of COVID on fiscal year 2022 revenues have diminished due to the reopening of businesses and less telecommuting, should revenues not meet projections, savings in current year budgeted expenditures will ensure a balanced fund. Expenditures for Parking Management are currently set to come in under the adopted FY 2022 budget.

Municipal Golf Course Fund:

The Municipal Golf Course Fund accounts for the operations of the City-owned public golf course.

During the third quarter of FY 2021, 16,503 rounds were played plus 4,980 of driving range usage and in the third quarter of FY 2022, 11,725 rounds were played plus 4,431 of driving range usage, a decrease of 4,778 rounds and a decrease of 549 driving range usage. Staff will continue to advertise the golf course through local media outlets as well as continue to keep the golf course's website updated.

For the third quarter of FY 2022 revenues (including the City's General Fund subsidy) exceeded expenditures (including total City sponsored pension costs) by \$41,847. When compared to FY 2021, revenue for this fiscal year is \$21,573 more than the prior year and staff anticipates meeting the estimated revenues budget for FY 2022.

While expenditures are currently over the nine month estimate due to amounts encumbered for the electric golf cart contract, expenditures are not anticipated to exceed budget by fiscal year end.

Inspection Services Fund:

The Inspections Services Fund accounts for the inspection services receipts and the expenditures thereof. Typical expenditures are related to regulatory services, such as zoning and construction permitting expenditures.

In total, revenues exceeded expenditures (including total City sponsored pension costs) by \$547,212. When compared to FY 2021, revenues for this fiscal year is \$159,495 below than the prior year. Revenue decreases are primarily in Building Permits and Permit Application Fees. Expenditures for Inspections are not anticipated to exceed budget by fiscal year end.

With the increased activity in the construction industry, it has become necessary to add a new full-time position as well as a temporary position in order to provide better customer service and meet the workload in this strong economy. Therefore, additional funding was required in the FY 2022 budget. City Council approved the Budget Resolution 2022-018 on February 10, 2022, to help provide for a Building Inspections Specialist and a temporary receptionist, equipment for this additional staff, and two new Ford Ranger pick-up trucks to be purchased which will give each licensed Inspections employee a vehicle to use. Expenditures for Inspection Services are not anticipated to exceed budget by fiscal year end.

Roger Scott Tennis Center Fund:

The Roger Scott Tennis Center Fund accounts for the operations of the City-owned public tennis center. The City has contracted with Gulf Coast Tennis Group, LLC for the operation and management of the center. As part of the current contract, the City receives a minimum annual guaranteed revenue of \$125,000 plus an additional \$3,840 for the rights to operate the pro-shop, which is estimated to fund the City's cost of operations. The City's three-year contract that began on August 26, 2022.

To help businesses cope with the economic impacts of COVID-19, the City offered a commercial rent/lease deferral program to qualified lessees through June 30, 2020. Under the program, businesses were allowed to apply for deferrals on rent payments due in April, May, and June. Deferred payments are required to be paid in equal installments over a 12-month period or over the months remaining on the existing lease, whichever is the lesser period, commencing July 1, 2020, along with the rent/lease payment, which is also due on those dates. The Gulf Coast Tennis Group applied for and received approval for the deferral. As of the date of this report, the remaining balance of the deferral totals \$13,021.

In total, revenues exceeded expenditures by \$27,211. When compared to FY 2021, revenues for this fiscal year are \$6,326 less than the prior year. This is due to the repayment of the rent deferrals collected in FY 2021. Budgeted revenue for the fiscal year and is on target to meet year-end projections. Expenditures for Roger Scott Tennis Center are not anticipated to exceed budget by fiscal year end.

The following is a comparison of the activity at Roger Scott Tennis Center between Fiscal Years 2021 and 2022.

	<u>3rd QTR FY 2021</u>	<u>3rd QTR FY 2022</u>	<u>DIFF</u>
Daily Participants			
Hard Courts	293	411	118
All Courts (Includes Clay Courts)	973	1,419	446
Sub-Total	<u>1,266</u>	<u>1,830</u>	<u>564</u>
Playing Members	4,717	5,515	798
Sub-Total	<u>5,983</u>	<u>7,345</u>	<u>1,362</u>
Instructional Students	5,012	6,541	1,529
Rentals/Special Events/Programs	2,123	3,352	1,229
Total Players	<u><u>13,118</u></u>	<u><u>17,238</u></u>	<u><u>4,120</u></u>

Community Maritime Park Management Services Fund:

The Community Maritime Park (“Park”) Management Services Fund accounts for the receipts and expenditures thereof at the Community Maritime Park. Typical expenditures are related to utilities, special event services and maintenance of the park outside of the baseball stadium.

In total, operation expenditures exceeded revenues by \$308,877 (excluding Renewal & Replacement). Expenditures normally exceed revenues through the fourth quarter of the fiscal year when the majority of the revenues generated at the Community Maritime Park are received or accrued. When compared to FY 2021, revenues for this fiscal year are \$285,903 less than the prior year. This is mainly due to \$370,107 in parcel option payments received in FY 2021. Expenditures for Community maritime Park are not anticipated to exceed budget by fiscal year end.

There has been an increase in large events in the park as we have recovered from the pandemic and extensive closures due to FEMA repairs, however Baseball resumed this fiscal year. UWF Football moved game day locations to campus resulting in a minimum of approximately \$30k in revenue. . These large event activities at the Park help generate parking revenues that have been absent during the beginning of the pandemic. Additional activities are expected to resume at the park during the remainder of the fiscal

year. As a matter of compensation due to the inconveniences of the pandemic and more specifically the FEMA repairs, administration has also waived several event fees.

Local Option Sales Tax Fund:

The Local Option Sales Tax (“LOST”) Fund accounts for the receipts of the local infrastructure surtax revenues and expenditures related to the purchase of capital equipment and construction of various infrastructure improvements including debt service on bonds issued such capital expenditures.

On November 4, 2014, voters approved a 10-year extension of the local infrastructure sales surtax. This extension allows for the continued collection of the surtax beginning January 1, 2018 through December 31, 2028 and is commonly referred to as LOST IV. In anticipation of future collections, the City issued its \$25 million Infrastructure Sales Surtax Revenue Bonds, Series 2017 (the “2017 Bonds”) in order to fund projects identified in the LOST IV Plan. As of the end of FY 2021, all bond proceeds have been expended and a portion of the annual Infrastructure Sales Surtax is used to pay principal and interest on the 2017 Bond. The 2017 Bond matures on October 1, 2028.

Since some of the larger LOST IV projects are funded with revenues received in subsequent fiscal years, it is anticipated that a draw upon the City’s pooled cash to cover cash shortfalls in the fund will occur. This is projected to be necessary through the end of the life of the LOST IV Series. The timing of the projects may also result in a negative fund balance until such time all LOST IV revenues have been collected.

LOST revenues of \$8,088,549 represents 84.21% of budgeted revenue for the fiscal year and is on target to exceed year-end projections. As anticipated, Sales Tax revenues have picked back up as the COVID-19 Pandemic subsides. Over the life of the LOST IV Series total revenue should equal the total estimated revenue. Expenditures for LOST Fund are not anticipated to exceed budget by fiscal year end.

Stormwater Capital Projects Fund:

The Stormwater Capital Projects Fund accounts for the construction of various stormwater improvements and is funded by a transfer from the City’s General Fund. On May 27, 2021 City Council adopted Resolution No. 2021-32 amending the City’s Financial Planning and Administrative Policy that provides greater flexibility allowing Stormwater Capital purchases to be paid for outside the Stormwater Capital Project Fund and set the General Fund transfer amount to the Stormwater Capital Fund at \$2,735,000 for future years.

The transfer from the General Fund to the Stormwater Capital Projects Fund equals the revenue fee collection in the Stormwater Utility Fund until the \$2,735,000 required annual transfer amount is met. Expenditures for Stormwater Capital Fund are not anticipated to exceed budget by fiscal year end.

Gas Utility Fund:

The Gas Utility Fund accounts for the City-owned natural gas service, Pensacola Energy ("PE"). PE's rate structure includes an annual inflation adjustment component based on the Consumer Price Index (CPI) providing funding needed for operations and capital requirements to maintain the natural gas system. However, due to the economic impacts of COVID-19, no increase based on CPI was included for FY 2022. In addition, Pensacola Energy utilizes recovery mechanisms for Weather Normalization Adjustment (WNA), Purchase Gas Adjustment (PGA) and an Infrastructure Cost Recovery Adjustment. The WNA and PGA are built into the user fees. The Infrastructure Cost Recovery Adjustment is charged to recoup infrastructure replacement expenses that were made in the prior fiscal year and \$800,529 has been received as of the date of this report.

Gas operating expenses and encumbrances (including total City sponsored pension costs) exceeded appropriated fund balance and operating revenue by \$1.5 million for the third quarter. When compared to FY 2021, revenues for this fiscal year are \$7.4 million more than the prior year which is mainly due to an increase gas cost as well as the addition of a large transportation customer. Since gas cost is passed on to the consumer through the PGA, changes in gas cost directly affect revenues. Supplemental budget resolutions have been approved by City Council to account for the increase in gas cost and usage. Taking into account these resolutions, expenditures for Gas Utility Fund are not anticipated to exceed budget by fiscal year end.

Sanitation Fund:

The Sanitation Fund accounts for solid waste disposal services provided to City residents. Sanitation's rate structure includes an annual inflation adjustment component based on the Consumer Price Index (CPI) providing funding needed for operations. For the fiscal year 2022, the CPI increase of 1.5% for fiscal year 2021 and 2.6% for fiscal year 2022 was approved. In addition, Sanitation rates allow for a sanitation equipment surcharge which provides much needed funding to replace extremely old and unrepairable Sanitation equipment and vehicles. Federal CNG rebates as well as advertising revenue is also dedicated for equipment and vehicle replacement. Sanitation conducted a rate study to update the 2016 Solid Waste Rate Study through Geosyntech Consultants. The results of that study were presented to City Council on August 15, 2022 and a multi-year plan to increase rates to account for the rising cost of labor, operations and equipment was presented.

In total, appropriated fund balance and operating revenue exceeded operating expenses and encumbrances (including total City sponsored pension costs) by \$2.4 million for the third quarter. This is mainly due to the drawdown of fund balance to purchase capital equipment which was put on hold until the 2022 rate study was completed. When compared to FY 2021, revenues for this fiscal year are \$1.4 million more than the prior year which is mainly due to a \$1.0 million CNG rebate the department received and the CPI increases made to the rates and charges schedules. Expenditures for Sanitation Fund are anticipated to exceed budget by fiscal year end due to some pending liability claims. A supplemental budget resolution will be brought before City Council once the extent of those claims are known.

Port Fund:

The Port Fund accounts for the City-owned Port Facility. Revenues are based on tenant lease obligations and normal recurring cargo. In recent years, the Port has been supporting the expansion of offshore service industry which fluctuate base on market demand.

In total, appropriated fund balance and operating revenue exceeded operating expenses and encumbrances (including total City sponsored pension costs) by \$408,465. This amount includes the \$121,594 reduction in operating cost as a result of funds received from the Port's CARES Act Grant. When compared to FY 2021, revenues for this fiscal year are \$1,821,915 less than the prior year which is mainly due to a one time insurance payment of \$1,650,924 received in FY 2021 as well as a decrease in storage as it relates use by Pate Stevedore Company, Inc. Due to this decrease in storage revenues, both revenues and expenses continue to be closely monitored at the Port. Expenditures for Port Fund are not anticipated to exceed budget by fiscal year end.

Airport Fund:

The Airport Fund accounts for the City-owned Airport Facility, Pensacola International Airport. The Airport's agreement with the airlines provides for the airlines to fund any shortfall, excluding incentives, should they occur. City Council has approved new airline agreements establishing the business strategy and rate making formula for the Pensacola International Airport. These five-year agreements use an industry-standard structure to allow the Airport to continue to maintain full financial self-sufficiency with no reliance on the City's General Fund.

When comparing third quarter of FY 2022 to third quarter of FY 2021, passenger traffic at Pensacola International Airport has increased by 0.45%. For the nine months that comprised the Fiscal YTD of 2022, the number of passengers increased by 33.33% over the same period in FY 2021. The increase is due the recovery from the COVID-19 Pandemic as well as the return of business travelers.

In total, appropriated fund balance and operating revenue exceeded operating expenses and encumbrances (including total City sponsored pension costs) by \$16.5 million. This amount includes the \$3.5 million reduction in operating cost as a result of funds received from the Airport's CARES Act Grant. When compared to FY 2021, revenues for this fiscal year are \$6.5 million more than prior year which is mainly due to a rebound in passenger traffic from the COVID-19 pandemic. Of the total revenues, Airline revenues were up \$2.5 million and non-airline revenues were up \$4.0 million. The increase in Airline revenues is mainly attributed to airline rentals, baggage handling system, loading bridge fees, apron area rentals, and cargo landing fees. The bulk of the non-airline revenue increase is from Parking Lot Revenues and CFC Rental Car Service Facility. Expenditures for Airport Fund are not anticipated to exceed budget by fiscal year end.

Insurance Retention Fund / Central Services Fund:

These funds are categorized as internal service funds. They provide services to the City's other operating funds. Revenues and expenses in these funds were consistent with budgeted levels.

Investment Schedule / Debt Service Schedule:

Also provided for information is a listing of City investments and a listing of the City's various debt issues.

The weighted interest rates received on investments during the second quarter of the last three fiscal years are as follows:

	<u>FY 2022</u>	<u>FY 2021</u>	<u>FY 2020</u>
April	0.18%	1.50%	2.21%
May	0.18%	1.51%	2.28%
June	0.17%	1.36%	2.25%

Legal Costs Schedule:

A schedule of legal costs paid to attorneys and/or firms who have provided services to the City has also been included in the quarterly report. This schedule lists the payee, the amount paid and the nature of the services provided to the City.

Contracts/Expenditures Over \$25,000:

A schedule of contracts and expenditures over \$25,000 approved by the Mayor have been included for the months of April, May and June.

Tree Planting Trust Fund:

The Tree Planting Trust Fund Schedule in this financial report provides the revenues received through the second quarter of FY 2022 along with the address of the property, the district the property is within, the amount received and the reason for the removal of the tree.

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2022
(Unaudited)**

	FY 2022				% OF BUDGET 06/22	FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/22		ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 1,700,000	3,796,064	3,796,064	3,796,064	100.00%	3,874,805	100.00%	3,346,713	100.00%
REVENUES:									
GENERAL PROPERTY TAXES									
Current Taxes	19,396,700	19,396,700	19,396,700	19,551,223	100.80%	18,093,919	101.30%	18,093,919	100.00%
Delinquent Taxes	30,000	30,000	30,000	72,399	241.33%	16,376	54.59%	43,324	100.00%
Sub-Total	<u>19,426,700</u>	<u>19,426,700</u>	<u>19,426,700</u>	<u>19,623,622</u>	101.01%	<u>18,110,295</u>	101.23%	<u>18,137,243</u>	100.00%
FRANCHISE FEE									
Gulf Power - Electricity	6,190,200	6,190,200	6,190,200	3,923,509	63.38%	3,579,838	58.99%	5,848,323	100.00%
City of Pensacola - Gas	994,500	994,500	994,500	849,644	85.43%	767,642	78.73%	983,948	100.00%
ECUA - Water and Sewer	2,003,500	2,003,500	2,003,500	1,253,809	62.58%	1,205,988	61.40%	1,874,597	100.00%
Sub-Total	<u>9,188,200</u>	<u>9,188,200</u>	<u>9,188,200</u>	<u>6,026,962</u>	65.59%	<u>5,553,468</u>	61.65%	<u>8,706,868</u>	100.00%
PUBLIC SERVICE TAX									
Gulf Power - Electricity	6,879,100	6,879,100	6,879,100	4,298,671	62.49%	4,098,832	60.78%	6,640,993	100.00%
City of Pensacola - Gas	840,200	840,200	840,200	568,131	67.62%	655,952	79.63%	844,286	100.00%
ECUA - Water	1,346,400	1,346,400	1,346,400	802,423	59.60%	787,660	59.67%	1,238,942	100.00%
Miscellaneous	30,000	30,000	30,000	32,453	108.18%	31,640	105.47%	41,992	100.00%
Sub-Total	<u>9,095,700</u>	<u>9,095,700</u>	<u>9,095,700</u>	<u>5,701,678</u>	62.69%	<u>5,574,084</u>	62.50%	<u>8,766,213</u>	100.00%
LOCAL BUSINESS TAX									
Local Business Tax	900,000	900,000	900,000	916,023	101.78%	907,774	100.86%	918,590	100.00%
Local Business Tax Penalty	15,000	15,000	15,000	16,419	109.46%	16,756	111.71%	17,450	100.00%
Sub-Total	<u>915,000</u>	<u>915,000</u>	<u>915,000</u>	<u>932,442</u>	101.91%	<u>924,530</u>	101.04%	<u>936,040</u>	100.00%

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2022
(Unaudited)**

	FY 2022				FY 2021				
	COUNCIL	COUNCIL	CURRENT	% OF		% OF		% OF	
	BEGINNING BUDGET	AMENDED BUDGET	APPROVED BUDGET	ACTUAL 06/22	BUDGET 06/22	ACTUAL 06/21	BUDGET 06/21	ACTUAL F.Y.E.	BUDGET F.Y.E.
REVENUES: (continued)									
LICENSES, PERMITS & PENALTIES									
Special Permits (Planning)	45,000	114,300	114,300	100,325	87.77%	79,468	176.60%	120,393	100.00%
Taxi Permits	8,000	8,000	8,000	304	3.80%	0	0.00%	50	100.00%
Fire Permits	23,000	23,000	23,000	35,930	156.22%	13,585	59.07%	21,365	100.00%
Tree Removal & Pruning Permits	0	0	0	2,465	----	2,775	----	3,750	100.00%
Scooter Permit & Fee	0	25,500	25,500	25,500	100.00%	0	----	25,500	100.00%
Banner Fee Permit	0	0	0	2,235	----	0	----	0	----
Sub-Total	<u>76,000</u>	<u>170,800</u>	<u>170,800</u>	<u>166,759</u>	<u>97.63%</u>	<u>95,828</u>	<u>126.09%</u>	<u>171,058</u>	<u>100.00%</u>
INTERGOVERNMENTAL									
FEDERAL									
Payment in Lieu of Taxes	10,500	10,500	10,500	6,771	64.49%	12,949	123.32%	6,178	100.00%
STATE									
1/2 Cent Sales Tax	5,350,800	5,350,800	5,350,800	4,213,196	78.74%	3,793,881	72.09%	6,000,839	100.00%
Beverage License Tax	110,000	110,000	110,000	124,924	113.57%	123,785	112.53%	125,305	100.00%
Mobile Home Tax	11,000	11,000	11,000	8,534	77.58%	8,970	81.55%	11,160	100.00%
Communication Services Tax	3,148,100	3,148,100	3,148,100	1,942,590	61.71%	2,065,186	65.60%	3,159,425	100.00%
State Rev Sharing - Motor Fuel Tax	530,500	530,500	530,500	389,366	73.40%	400,487	73.99%	541,669	100.00%
State Rev Sharing - Sales Tax	1,890,800	1,890,800	1,890,800	1,447,266	76.54%	1,370,795	73.95%	1,896,575	100.00%
Gas Rebate Municipal Vehicles	12,000	12,000	12,000	22,974	191.45%	14,672	122.27%	20,769	100.00%
Fire Fighter Supplemental Compensation	45,000	45,000	45,000	47,795	106.21%	30,517	67.82%	30,517	100.00%
Sub-Total	<u>11,108,700</u>	<u>11,108,700</u>	<u>11,108,700</u>	<u>8,203,416</u>	<u>73.85%</u>	<u>7,821,242</u>	<u>71.14%</u>	<u>11,792,437</u>	<u>100.00%</u>
OTHER CHARGES FOR SERVICES									
Swimming Pool Fees	0	0	0	0	----	204	----	546	100.00%
Esc. School Board - SRO	362,800	362,800	362,800	261,644	72.12%	200,876	58.11%	273,097	100.00%
ECSD - 911 Calltakers	310,000	310,000	310,000	232,462	74.99%	237,128	96.98%	246,000	100.00%
Downtown Improvement Board - COPS	60,000	60,000	60,000	30,000	50.00%	30,000	50.00%	60,000	100.00%
State Traffic Signal Maintenance	326,600	326,600	326,600	0	0.00%	0	0.00%	352,484	100.00%
State Street Light Maintenance	312,700	312,700	312,700	421,736	134.87%	396,762	126.88%	396,762	100.00%
State Reimbursable Agreements	100,000	348,095	348,095	76,837	22.07%	195,870	40.76%	249,499	100.00%
Miscellaneous	45,000	45,000	45,000	28,001	62.22%	20,694	45.99%	29,070	100.00%
Sub-Total	<u>1,517,100</u>	<u>1,765,195</u>	<u>1,765,195</u>	<u>1,050,680</u>	<u>59.52%</u>	<u>1,081,534</u>	<u>59.59%</u>	<u>1,607,458</u>	<u>100.00%</u>

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2022
(Unaudited)**

	FY 2022				% OF BUDGET	FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/22		ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
REVENUES: (continued)									
FINES, FORFEITURES & PENALTIES									
POLICE									
Court Fines	12,500	12,500	12,500	7,584	60.67%	7,803	62.42%	11,056	100.00%
Traffic Fines	110,000	110,000	110,000	43,548	39.59%	47,509	43.19%	75,767	100.00%
OTHER FINES									
Miscellaneous	6,000	6,000	6,000	522	8.70%	1,000	16.67%	1,909	100.00%
Sub-Total	<u>128,500</u>	<u>128,500</u>	<u>128,500</u>	<u>51,654</u>	40.20%	<u>56,312</u>	43.82%	<u>88,732</u>	100.00%
INTEREST									
Investments and Deposits	0	0	0	76,495	----	78,017	----	101,403	100.00%
Sub-Total	<u>0</u>	<u>0</u>	<u>0</u>	<u>76,495</u>	----	<u>78,017</u>	----	<u>101,403</u>	100.00%
OTHER REVENUES									
Miscellaneous	400,000	400,000	400,000	346,407	86.60%	226,965	56.74%	286,265	100.00%
Miscellaneous - Saenger Facility Fee	75,000	75,000	75,000	0	0.00%	0	0.00%	45,029	100.00%
Sale of Assets	50,000	50,000	50,000	40	0.08%	33,746	67.49%	79,745	100.00%
Sub-Total	<u>525,000</u>	<u>525,000</u>	<u>525,000</u>	<u>346,447</u>	65.99%	<u>260,711</u>	49.66%	<u>411,039</u>	100.00%
Sub-Total Revenues	<u>51,980,900</u>	<u>52,323,795</u>	<u>52,323,795</u>	<u>42,180,155</u>	80.61%	<u>39,556,021</u>	78.69%	<u>50,718,491</u>	100.00%
TRANSFERS IN									
Gas Utility Fund	8,000,000	8,000,000	8,000,000	8,000,000	100.00%	8,000,000	100.00%	8,000,000	100.00%
Sub-Total	<u>8,000,000</u>	<u>8,000,000</u>	<u>8,000,000</u>	<u>8,000,000</u>	100.00%	<u>8,000,000</u>	100.00%	<u>8,000,000</u>	100.00%
TOTAL REVENUES	<u>59,980,900</u>	<u>60,323,795</u>	<u>60,323,795</u>	<u>50,180,155</u>	83.18%	<u>47,556,021</u>	81.61%	<u>58,718,491</u>	100.00%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 61,680,900</u>	<u>64,119,859</u>	<u>64,119,859</u>	<u>53,976,219</u>	84.18%	<u>51,430,826</u>	82.76%	<u>62,065,204</u>	100.00%

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2022
(Unaudited)**

	FY 2022				% OF BUDGET 06/22	FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/22		ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES:									
CITY COUNCIL									
Personnel Services	\$ 826,300	826,300	824,788	527,273	63.93%	474,994	63.23%	647,435	86.19%
City Sponsored Pensions	0	0	1,682	1,512	89.89%	35	63.64%	49	89.09%
Sub-Total	826,300	826,300	826,470	528,785	63.98%	475,029	63.23%	647,484	86.19%
Operating Expenses	491,200	1,107,187	1,107,017	739,468	66.80%	376,188	42.92%	363,197	36.48%
Sub-Total	1,317,500	1,933,487	1,933,487	1,268,253	65.59%	851,217	52.30%	1,010,681	55.32%
Allocated Overhead/(Cost Recovery)	(379,600)	(407,800)	(407,800)	(305,850)	75.00%	(284,700)	75.00%	(407,800)	100.00%
Sub-Total	937,900	1,525,687	1,525,687	962,403	63.08%	566,517	45.39%	602,881	43.75%
MAYOR									
Personnel Services	1,557,400	1,557,400	1,560,559	1,060,485	67.96%	1,178,338	76.84%	1,575,266	97.73%
City Sponsored Pensions	44,600	44,600	45,441	44,710	98.39%	47,006	99.95%	47,044	100.00%
Sub-Total	1,602,000	1,602,000	1,606,000	1,105,195	68.82%	1,225,344	77.53%	1,622,310	97.79%
Operating Expenses	540,600	635,017	631,017	415,867	65.90%	423,021	72.75%	459,018	88.26%
Sub-Total	2,142,600	2,237,017	2,237,017	1,521,062	68.00%	1,648,365	76.24%	2,081,328	95.43%
Allocated Overhead/(Cost Recovery)	(834,900)	(988,800)	(988,800)	(771,600)	78.03%	(656,175)	75.00%	(1,028,800)	100.00%
Sub-Total	1,307,700	1,248,217	1,248,217	749,462	60.04%	992,190	77.09%	1,052,528	91.44%
CITY CLERK									
Personnel Services	311,800	311,800	311,800	232,070	74.43%	219,825	73.58%	299,292	99.81%
City Sponsored Pensions	26,700	26,700	26,700	26,700	100.00%	28,100	100.00%	28,100	100.00%
Sub-Total	338,500	338,500	338,500	258,770	76.45%	247,925	75.85%	327,392	99.83%
Operating Expenses	55,500	55,500	55,500	38,251	68.92%	39,719	70.49%	48,952	89.96%
Sub-Total	394,000	394,000	394,000	297,021	75.39%	287,644	75.06%	376,344	98.42%
Allocated Overhead/(Cost Recovery)	(85,600)	(111,200)	(111,200)	(83,400)	75.00%	(64,200)	75.00%	(111,200)	100.00%
Sub-Total	308,400	282,800	282,800	213,621	75.54%	223,444	75.08%	265,144	97.78%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2022**

(Unaudited)

	FY 2022				FY 2021				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/22	% OF BUDGET 06/22	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES: (continued)									
LEGAL									
Personnel Services	1,000,200	1,000,200	1,000,200	562,161	56.20%	736,324	80.28%	938,514	100.00%
City Sponsored Pensions	18,000	18,000	18,000	18,000	100.00%	18,900	100.00%	18,900	100.00%
Sub-Total	1,018,200	1,018,200	1,018,200	580,161	56.98%	755,224	80.68%	957,414	100.00%
Operating Expenses	210,200	210,681	210,681	90,621	43.01%	95,206	47.58%	116,705	86.06%
Sub-Total	1,228,400	1,228,881	1,228,881	670,782	54.58%	850,430	74.85%	1,074,119	98.26%
Allocated Overhead/(Cost Recovery)	(296,600)	(369,600)	(369,600)	(277,200)	75.00%	(222,450)	75.00%	(369,600)	100.00%
Sub-Total	931,800	859,281	859,281	393,582	45.80%	627,980	74.80%	704,519	97.38%
HUMAN RESOURCES									
Personnel Services	907,700	907,700	907,295	619,419	68.27%	652,025	73.47%	909,371	100.00%
City Sponsored Pensions	102,500	102,500	102,905	102,627	99.73%	107,803	99.97%	107,840	100.00%
Sub-Total	1,010,200	1,010,200	1,010,200	722,046	71.48%	759,828	76.35%	1,017,211	100.00%
Operating Expenses	182,100	184,414	184,414	162,823	88.29%	136,559	72.23%	162,207	98.47%
Sub-Total	1,192,300	1,194,614	1,194,614	884,869	74.07%	896,387	75.69%	1,179,418	99.78%
Allocated Overhead/(Cost Recovery)	(375,900)	(416,400)	(416,400)	(312,300)	75.00%	(281,925)	75.00%	(416,400)	100.00%
Sub-Total	816,400	778,214	778,214	572,569	73.57%	614,462	76.01%	763,018	99.67%
NON-DEPARTMENTAL FUNDING									
Operating Expenses	4,514,800	4,918,211	4,918,211	4,217,485	85.75%	3,932,432	84.53%	4,053,480	85.85%
Sub-Total	4,514,800	4,918,211	4,918,211	4,217,485	85.75%	3,932,432	84.53%	4,053,480	85.85%
FINANCIAL SERVICES									
Personnel Services	1,908,200	1,908,200	1,907,427	1,363,444	71.48%	1,359,654	73.31%	1,844,283	99.43%
City Sponsored Pensions	242,800	242,800	243,573	243,057	99.79%	258,201	99.92%	258,306	99.99%
Sub-Total	2,151,000	2,151,000	2,151,000	1,606,501	74.69%	1,617,855	76.56%	2,102,589	99.50%
Operating Expenses	380,000	390,830	390,830	267,450	68.43%	278,933	70.30%	344,298	87.21%
Sub-Total	2,531,000	2,541,830	2,541,830	1,873,951	73.72%	1,896,788	75.57%	2,446,887	97.49%
Allocated Overhead/(Cost Recovery)	(1,445,000)	(1,431,100)	(1,431,100)	(1,073,325)	75.00%	(1,083,750)	75.00%	(1,431,100)	100.00%
Sub-Total	1,086,000	1,110,730	1,110,730	800,626	72.08%	813,038	76.34%	1,015,787	94.15%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2022
(Unaudited)**

	FY 2022				FY 2021				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/22	% OF BUDGET 06/22	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES: (continued)									
PLANNING SERVICES									
Personnel Services	640,400	676,100	676,085	504,984	74.69%	515,130	73.47%	684,971	97.70%
City Sponsored Pensions	62,600	62,600	62,615	62,612	100.00%	65,900	100.00%	65,900	100.00%
Sub-Total	703,000	738,700	738,700	567,596	76.84%	581,030	75.75%	750,871	97.90%
Operating Expenses	204,000	215,115	215,115	133,396	62.01%	115,028	52.36%	172,616	77.91%
Sub-Total	907,000	953,815	953,815	700,992	73.49%	712,188	71.02%	923,487	92.09%
PARKS & RECREATION									
Personnel Services	3,828,100	3,846,700	3,846,163	2,473,654	64.31%	2,239,727	65.29%	3,098,094	91.62%
City Sponsored Pensions	632,500	632,500	633,037	632,941	99.98%	655,521	99.96%	655,644	99.98%
Sub-Total	4,460,600	4,479,200	4,479,200	3,106,595	69.36%	2,895,248	70.86%	3,753,738	92.98%
Operating Expenses	3,059,000	3,316,972	3,316,972	2,536,354	76.47%	2,416,331	71.88%	2,937,836	9.81%
Sub-Total	7,519,600	7,796,172	7,796,172	5,642,949	72.38%	5,311,579	71.32%	6,691,574	92.90%
Allocated Overhead/(Cost Recovery)	(8,900)	(8,800)	(8,800)	(6,600)	75.00%	(6,675)	75.00%	(8,800)	100.00%
Sub-Total	7,510,700	7,787,372	7,787,372	5,636,349	72.38%	5,304,904	71.32%	6,682,774	92.90%
PUBLIC WORKS & FACILITIES									
Personnel Services	1,919,300	1,934,600	1,934,497	1,213,541	62.73%	1,251,320	72.82%	1,697,553	97.92%
City Sponsored Pensions	262,200	262,200	262,303	262,251	99.98%	276,416	99.93%	276,447	100.00%
Sub-Total	2,181,500	2,196,800	2,196,800	1,475,792	67.18%	1,527,736	76.58%	1,974,000	98.20%
Operating Expenses	2,920,300	3,399,349	3,399,349	2,125,469	62.53%	2,344,004	57.29%	3,096,908	87.05%
Sub-Total	5,101,800	5,596,149	5,596,149	3,601,261	64.35%	3,871,740	63.61%	5,070,908	90.82%
Allocated Overhead/(Cost Recovery)	(298,700)	(311,200)	(311,200)	(233,400)	75.00%	(224,025)	75.00%	(311,200)	100.00%
Sub-Total	4,803,100	5,284,949	5,284,949	3,367,861	63.73%	3,647,715	63.02%	4,759,708	90.31%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2022
(Unaudited)**

	FY 2022				FY 2021				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/22	% OF BUDGET 06/22	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES: (continued)									
FIRE									
Personnel Services	8,473,100	8,473,100	8,465,010	6,272,046	74.09%	5,938,017	74.27%	8,047,408	99.83%
City Sponsored Pensions	<u>1,318,800</u>	<u>1,318,800</u>	<u>1,326,890</u>	<u>1,322,914</u>	99.70%	<u>1,285,457</u>	99.90%	<u>1,286,862</u>	100.00%
Sub-Total	<u>9,791,900</u>	<u>9,791,900</u>	<u>9,791,900</u>	<u>7,594,960</u>	77.56%	<u>7,223,474</u>	77.83%	<u>9,334,270</u>	99.85%
Operating Expenses	<u>1,579,800</u>	<u>1,679,847</u>	<u>1,679,847</u>	<u>1,129,105</u>	67.21%	<u>1,127,165</u>	66.33%	<u>1,408,984</u>	94.98%
Sub-Total	<u>11,371,700</u>	<u>11,471,747</u>	<u>11,471,747</u>	<u>8,724,065</u>	76.05%	<u>8,350,639</u>	76.05%	<u>10,743,254</u>	99.16%
POLICE									
Personnel Services	16,088,700	16,746,500	16,584,476	11,794,429	71.12%	11,138,862	72.80%	15,471,807	99.50%
City Sponsored Pensions	<u>4,262,100</u>	<u>4,262,100</u>	<u>4,408,724</u>	<u>4,264,099</u>	96.72%	<u>4,465,334</u>	99.97%	<u>4,466,677</u>	100.00%
Sub-Total	<u>20,350,800</u>	<u>21,008,600</u>	<u>20,993,200</u>	<u>16,058,528</u>	76.49%	<u>15,604,196</u>	78.94%	<u>19,938,484</u>	99.61%
Operating Expenses	<u>3,849,600</u>	<u>3,905,236</u>	<u>3,920,636</u>	<u>3,528,075</u>	89.99%	<u>2,984,540</u>	74.90%	<u>3,812,691</u>	100.00%
Sub-Total	<u>24,200,400</u>	<u>24,913,836</u>	<u>24,913,836</u>	<u>19,586,603</u>	78.62%	<u>18,588,736</u>	78.26%	<u>23,751,175</u>	99.67%
TRANSFERS OUT									
Municipal Golf Course Fund	250,000	250,000	250,000	187,500	75.00%	187,500	75.00%	250,000	100.00%
Stormwater Capital Projects Fund	<u>2,735,000</u>	<u>2,735,000</u>	<u>2,735,000</u>	<u>2,735,000</u>	100.00%	<u>2,735,000</u>	100.00%	<u>2,735,000</u>	100.00%
Sub-Total	<u>2,985,000</u>	<u>2,985,000</u>	<u>2,985,000</u>	<u>2,922,500</u>	97.91%	<u>2,922,500</u>	97.91%	<u>2,985,000</u>	100.00%
TOTAL EXPENDITURES	<u>\$ 61,680,900</u>	<u>64,119,859</u>	<u>64,119,859</u>	<u>48,848,118</u>	76.18%	<u>47,296,745</u>	76.11%	<u>58,302,755</u>	95.09%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

CITY OF PENSACOLA
TREE PLANTING TRUST - GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2022
(Unaudited)

	FY 2022				FY 2021				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/22	% OF BUDGET 06/22	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	578,121	578,121	578,121	100.00%	528,007	100.00%	527,207	100.00%
REVENUES:									
Tree Trust Fund	0	10,000	10,000	73,150	731.50%	9,800	----	70,200	100.00%
Interest	0	0	0	683	----	1,776	----	2,014	----
TOTAL REVENUES	0	10,000	10,000	73,833	738.33%	11,576	----	72,214	102.87%
TOTAL REVENUES AND FUND BALANCE	\$ 0	588,121	588,121	651,954	110.85%	539,583	102.19%	599,421	100.34%
EXPENDITURES:									
Operating Expenses	0	588,121	588,121	95,597	16.25%	16,390	3.10%	22,100	4.64%
Sub-Total	0	588,121	588,121	95,597	16.25%	16,390	3.10%	22,100	4.64%
TOTAL EXPENDITURES	\$ 0	588,121	588,121	95,597	16.25%	16,390	3.10%	22,100	4.64%

CITY OF PENSACOLA
PARK PURCHASES - GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2022
(Unaudited)

	FY 2022				% OF BUDGET 06/22	FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/22		ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	0	----	101,925	100.00%
REVENUES:									
Park Purchases Fund	0	0	0	17,003	----	8,075	----	8,075	100.00%
Interest	0	0	0	6	----	372	----	422	----
TOTAL REVENUES	0	0	0	17,009	----	8,447	----	8,497	105.23%
TOTAL REVENUES AND FUND BALANCE	\$ 0	0	0	17,009	----	8,447	----	110,422	100.38%
EXPENDITURES:									
Personnel Services	\$ 0	0	0	0	----	0	----	0	----
Operating Expenses	0	0	0	0	----	0	----	0	----
Capital Outlay	0	0	0	0	----	0	----	110,000	100.00%
Sub-Total	0	0	0	0	----	0	----	110,000	100.00%
TOTAL EXPENDITURES	\$ 0	0	0	0	----	0	----	110,000	100.00%

CITY OF PENSACOLA
HOUSING INITIATIVES FUND - GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2022
(Unaudited)

	FY 2022				FY 2021				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/22	% OF BUDGET 06/22	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 49,000	494,402	494,402	494,402	100.00%	515,879	100.00%	515,879	100.00%
REVENUES:									
Sale of Asset	0	0	0	3,000	----	4,621	----	4,621	100.02%
Repayment of Loan	0	0	0	40,000	----	0	----	0	----
Interest	0	0	0	589	----	1,735	----	1,968	----
TOTAL REVENUES	0	0	0	43,589	----	6,356	----	6,589	142.62%
TOTAL REVENUES AND FUND BALANCE	\$ 49,000	494,402	494,402	537,991	108.82%	522,235	101.23%	522,468	100.38%
EXPENDITURES:									
Personnel Services	\$ 41,300	41,300	41,300	28,108	68.06%	12,895	30.13%	23,239	54.30%
Operating Expenses	7,700	453,102	453,102	40	0.01%	4,582	0.97%	4,827	1.01%
Grants & Aids	0	0	0	0	----	0	----	0	----
Sub-Total	49,000	494,402	494,402	28,147	5.69%	17,477	3.39%	28,066	5.39%
TOTAL EXPENDITURES	\$ 49,000	494,402	494,402	28,147	5.69%	17,477	3.39%	28,066	5.39%

CITY OF PENSACOLA
LOCAL OPTION GASOLINE TAX FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2022
(Unaudited)

	FY 2022				FY 2021				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/22	% OF BUDGET 06/22	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 174,300	171,400	171,400	171,400	100.00%	159,500	100.00%	102,329	100.00%
REVENUES:									
Gasoline Tax (6 cent local)	1,370,000	1,370,000	1,370,000	923,444	67.40%	926,253	67.61%	1,431,737	100.00%
Interest	0	0	0	1,220	----	5,255	----	7,053	100.00%
Sub-Total	<u>1,370,000</u>	<u>1,370,000</u>	<u>1,370,000</u>	<u>924,664</u>	67.49%	<u>931,508</u>	67.99%	<u>1,438,790</u>	100.00%
TOTAL REVENUES	<u>1,370,000</u>	<u>1,370,000</u>	<u>1,370,000</u>	<u>924,664</u>	67.49%	<u>931,508</u>	67.99%	<u>1,438,790</u>	100.00%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 1,544,300</u>	<u>1,541,400</u>	<u>1,541,400</u>	<u>1,096,064</u>	71.11%	<u>1,091,008</u>	71.33%	<u>1,541,119</u>	100.00%
EXPENDITURES:									
Allocated Overhead/(Cost Recovery)	7,200	4,300	4,300	3,225	75.00%	5,400	75.00%	4,300	100.00%
Sub-Total	<u>7,200</u>	<u>4,300</u>	<u>4,300</u>	<u>3,225</u>	75.00%	<u>5,400</u>	75.00%	<u>4,300</u>	100.00%
TRANSFERS OUT									
LOGT Debt Service Fund	1,537,100	1,537,100	1,537,100	0	0.00%	0	0.00%	1,536,818	100.00%
TOTAL EXPENDITURES	<u>\$ 1,544,300</u>	<u>1,541,400</u>	<u>1,541,400</u>	<u>3,225</u>	0.21%	<u>5,400</u>	0.35%	<u>1,541,118</u>	100.00%

CITY OF PENSACOLA
STORMWATER UTILITY FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2022
(Unaudited)

	FY 2022				FY 2021				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/22	% OF BUDGET 06/22	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	70,023	70,023	70,023	100.00%	350,500	100.00%	350,500	100.00%
REVENUES:									
Stormwater Utility Fees	2,866,800	2,866,800	2,866,800	2,961,184	103.29%	2,799,669	102.55%	2,799,669	100.00%
Delinquent Stormwater Utility Fee	5,000	5,000	5,000	4,246	84.92%	1,415	28.30%	2,278	100.00%
Miscellaneous	0	0	0	0	----	0	----	6,502	100.00%
CHARGES FOR SERVICES:									
State Right of Way Maintenance	90,200	90,200	90,200	52,625	58.34%	37,589	42.05%	90,213	100.00%
Interest Income	0	0	0	862	----	3,891	----	4,137	100.00%
TOTAL REVENUES	<u>2,962,000</u>	<u>2,962,000</u>	<u>2,962,000</u>	<u>3,018,917</u>	101.92%	<u>2,842,564</u>	100.64%	<u>2,902,799</u>	100.00%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 2,962,000</u>	<u>3,032,023</u>	<u>3,032,023</u>	<u>3,088,940</u>	101.88%	<u>3,193,064</u>	100.57%	<u>3,253,299</u>	100.00%
EXPENDITURES:									
STORMWATER O & M									
Personnel Services	\$ 994,600	1,003,200	1,002,440	751,620	74.98%	731,227	77.42%	1,011,831	100.00%
City Sponsored Pensions	248,600	248,600	249,002	248,780	99.91%	285,613	99.85%	285,679	100.00%
Sub-Total	<u>1,243,200</u>	<u>1,251,800</u>	<u>1,251,442</u>	<u>1,000,400</u>	79.94%	<u>1,016,840</u>	82.64%	<u>1,297,510</u>	100.00%
Operating Expenses	423,000	424,440	372,874	286,598	76.86%	284,966	49.29%	423,474	78.38%
Capital Outlay	0	0	0	0	----	5,000	100.00%	5,000	100.00%
Allocated Overhead/(Cost Recovery)	206,100	235,000	235,000	176,250	75.00%	154,575	75.00%	235,000	100.00%
Sub-Total	<u>1,872,300</u>	<u>1,911,240</u>	<u>1,859,316</u>	<u>1,463,248</u>	78.70%	<u>1,461,381</u>	72.36%	<u>1,960,984</u>	94.38%
STREET CLEANING									
Personnel Services	474,300	479,500	479,781	310,231	64.66%	334,586	74.89%	442,785	100.00%
City Sponsored Pensions	71,900	71,900	71,977	71,936	99.94%	77,266	99.65%	77,283	100.00%
Sub-Total	<u>546,200</u>	<u>551,400</u>	<u>551,758</u>	<u>382,167</u>	69.26%	<u>411,852</u>	78.55%	<u>520,068</u>	100.00%
Operating Expenses	428,000	424,083	475,649	367,960	77.36%	319,448	61.98%	417,736	81.89%
Capital Outlay	0	0	0	0	----	0	----	0	----
Allocated Overhead/(Cost Recovery)	115,500	145,300	145,300	108,975	75.00%	86,625	75.00%	145,300	100.00%
Sub-Total	<u>1,089,700</u>	<u>1,120,783</u>	<u>1,172,707</u>	<u>859,102</u>	73.26%	<u>817,925</u>	70.81%	<u>1,083,104</u>	92.14%
TOTAL EXPENDITURES	<u>\$ 2,962,000</u>	<u>3,032,023</u>	<u>3,032,023</u>	<u>2,322,350</u>	76.59%	<u>2,279,306</u>	71.79%	<u>3,044,088</u>	93.57%

CITY OF PENSACOLA
PARKING MANAGEMENT FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2022
(Unaudited)

	FY 2022				FY 2021				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/22	% OF BUDGET 06/22	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	750	750	750	100.00%	0	----	0	----
REVENUES:									
Dumpster Loan Repayment	0	0	0	0	----	4,500	75.00%	6,054	100.00%
Miscellaneous	100	100	100	857	857.00%	73	----	141	100.71%
Intrest Income	0	0	0	468	----	388	----	709	100.14%
CHARGES FOR SERVICES:									
Boat Launch Fees	3,000	3,000	3,000	15,034	501.13%	9,840	----	19,297	100.00%
Parking Fines/Citations	372,600	372,600	372,600	291,836	78.32%	266,639	70.95%	345,816	100.00%
Parking Lot	108,000	108,000	108,000	104,669	96.92%	57,480	45.26%	89,341	100.00%
Parking Garage	448,000	448,000	448,000	202,078	45.11%	98,349	19.99%	155,727	100.00%
Parking Meters	211,000	211,000	211,000	233,867	110.84%	130,665	63.54%	180,139	100.00%
Parking on St Dumpsters	1,500	1,500	1,500	90	6.00%	5,777	385.13%	5,776	100.00%
Parking -Airport Charges for Service	0	0	0	0	----	0	----	9,077	100.00%
Special Item	0	0	0	0	----	0	----	38,626	100.00%
TOTAL REVENUES	1,144,200	1,144,200	1,144,200	848,899	74.19%	573,711	47.50%	850,703	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 1,144,200	1,144,950	1,144,950	849,649	74.21%	573,711	47.50%	850,703	100.00%
EXPENDITURES:									
Personnel Services	\$ 430,700	430,700	437,000	273,315	62.54%	214,305	43.25%	311,406	99.03%
Operating Expenses	647,500	608,250	555,280	229,529	41.34%	262,159	40.84%	361,227	77.70%
Capital Outlay	66,000	66,000	112,670	41,505	36.84%	15,634	51.43%	15,634	51.43%
Allocated Overhead/(Cost Recovery)	0	40,000	40,000	30,000	75.00%	30,000	75.00%	40,000	100.00%
Sub-Total	1,144,200	1,144,950	1,144,950	574,349	50.16%	522,098	43.22%	728,267	85.70%
TOTAL EXPENDITURES	\$ 1,144,200	1,144,950	1,144,950	574,349	50.16%	522,098	43.22%	728,267	85.70%

**CITY OF PENSACOLA
MUNICIPAL GOLF COURSE FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2022
(Unaudited)**

	FY 2022				FY 2021				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/22	% OF BUDGET 06/22	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	26,009	26,009	26,009	100.00%	6,025	100.00%	6,025	100.00%
REVENUES:									
GOLF COURSE CHARGES									
Green Fees	298,300	298,300	298,300	251,301	84.24%	244,854	87.35%	327,470	100.00%
Electric Cart Rentals	98,000	98,000	98,000	92,801	94.69%	85,401	98.39%	115,133	100.00%
Pull Cart Rentals	100	100	100	231	231.00%	220	220.00%	268	100.00%
Concessions	18,000	18,000	18,000	15,000	83.33%	15,000	83.33%	18,000	92.31%
Pro Shop Sales	13,000	13,000	13,000	16,688	128.37%	14,845	114.19%	20,120	100.00%
Tournaments	37,400	37,400	37,400	30,236	80.84%	26,004	49.06%	36,377	100.00%
Driving Range	32,000	32,000	32,000	33,420	104.44%	33,189	108.82%	44,499	100.00%
Capital Surcharge	37,900	37,900	37,900	31,795	83.89%	29,920	80.86%	40,214	100.00%
Interest Income	0	0	0	249	----	715	----	929	100.00%
SUB-TOTAL REVENUES	534,700	534,700	534,700	471,721	88.22%	450,148	86.78%	603,010	99.75%
TRANSFERS IN GENERAL FUND	250,000	250,000	250,000	187,500	75.00%	187,500	75.00%	250,000	100.00%
TOTAL REVENUES	784,700	784,700	784,700	659,221	84.01%	637,648	82.95%	853,010	99.82%
TOTAL REVENUES AND FUND BALANCE	\$ 784,700	810,709	810,709	685,230	84.52%	643,673	83.08%	859,035	99.83%
EXPENDITURES:									
OPERATIONS									
Personnel Services	\$ 403,500	403,500	403,500	265,851	65.89%	276,046	72.00%	379,440	99.79%
City Sponsored Pensions	44,600	44,600	44,600	44,600	100.00%	47,000	100.00%	47,000	100.00%
Sub-Total	448,100	448,100	448,100	310,451	69.28%	323,046	75.06%	426,440	99.81%
Operating Expenses	336,600	357,401	357,401	301,716	84.42%	251,220	72.96%	311,861	77.73%
Capital Outlay	0	5,208	5,208	5,207	99.98%	0	----	0	98.25%
Sub-Total	784,700	810,709	810,709	617,374	76.15%	574,266	74.13%	738,301	88.82%
TOTAL EXPENDITURES	\$ 784,700	810,709	810,709	617,374	76.15%	574,266	74.13%	738,301	88.82%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
INSPECTION SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2022
(Unaudited)**

	FY 2022				% OF BUDGET 06/22	FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/22		ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	279,657	279,657	279,657	100.00%	8,972	100.00%	8,972	100.00%
REVENUES:									
Building Permits	914,800	914,800	914,800	1,224,975	133.91%	1,413,586	158.35%	1,888,135	100.00%
Electrical Permits	210,000	210,000	210,000	169,618	80.77%	160,474	76.42%	218,678	100.00%
Gas Permits	48,000	48,000	48,000	44,500	92.71%	40,400	84.17%	55,250	100.00%
Plumbing Permits	140,000	140,000	140,000	111,580	79.70%	88,808	63.43%	123,552	100.00%
Mechanical Permits	94,500	94,500	94,500	86,271	91.29%	66,233	70.09%	119,726	100.00%
Miscellaneous Permits	7,000	7,000	7,000	4,750	67.86%	5,200	74.29%	6,700	100.00%
Zoning Review & Inspection Fees	32,100	32,100	32,100	37,250	116.04%	35,800	111.53%	60,150	100.00%
Permit Application Fee	295,600	295,600	295,600	321,720	108.84%	356,640	120.65%	478,800	100.00%
Tree Removal & Pruning Permits	0	0	0	1,125	----	1,125	----	2,250	100.00%
Lien Search Fees	12,000	12,000	12,000	24,375	203.13%	17,450	----	23,775	100.00%
Interest Income	0	0	0	1,255	----	1,198	----	2,144	100.00%
Sale of Asset	0	0	0	0	----	0	----	0	----
Miscellaneous	0	0	0	0	----	0	----	22	100.00%
TOTAL REVENUES	<u>1,754,000</u>	<u>1,754,000</u>	<u>1,754,000</u>	<u>2,027,419</u>	115.59%	<u>2,186,914</u>	127.15%	<u>2,979,182</u>	100.00%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 1,754,000</u>	<u>2,033,657</u>	<u>2,033,657</u>	<u>2,307,076</u>	113.44%	<u>2,195,886</u>	127.01%	<u>2,988,154</u>	100.00%
EXPENDITURES:									
OPERATIONS									
Personnel Services	\$ 1,110,900	1,251,800	1,251,599	829,532	66.28%	756,437	80.14%	1,036,651	97.89%
City Sponsored Pensions	136,000	136,000	136,201	136,079	99.91%	141,885	100.01%	141,916	99.99%
Sub-Total	<u>1,246,900</u>	<u>1,387,800</u>	<u>1,387,800</u>	<u>965,611</u>	69.58%	<u>898,322</u>	82.74%	<u>1,178,567</u>	98.13%
Operating Expenses	285,400	299,057	299,057	245,237	82.00%	324,090	80.52%	350,129	23.94%
Capital Outlay	8,500	71,700	71,700	63,034	87.91%	27,409	100.00%	27,409	100.00%
Sub-Total	<u>1,540,800</u>	<u>1,758,557</u>	<u>1,758,557</u>	<u>1,273,882</u>	72.44%	<u>1,249,821</u>	82.46%	<u>1,556,105</u>	57.55%
Allocated Overhead/(Cost Recovery)	213,200	275,100	275,100	206,325	75.00%	159,900	75.00%	275,100	100.00%
Sub-Total	<u>1,754,000</u>	<u>2,033,657</u>	<u>2,033,657</u>	<u>1,480,207</u>	72.79%	<u>1,409,721</u>	81.54%	<u>1,831,205</u>	61.46%
TOTAL EXPENDITURES	<u>\$ 1,754,000</u>	<u>2,033,657</u>	<u>2,033,657</u>	<u>1,480,207</u>	72.79%	<u>1,409,721</u>	81.54%	<u>1,831,205</u>	61.46%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

CITY OF PENSACOLA
ROGER SCOTT TENNIS CENTER
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2022
(Unaudited)

	FY 2022				FY 2021				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/22	% OF BUDGET 06/22	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	8,905	8,905	8,905	100.00%	0	----	0	----
REVENUES:									
CHARGES FOR SERVICES									
Scott Tennis Pro Revenue	128,800	128,800	128,800	104,167	80.88%	109,375	87.50%	130,208	100.00%
Scott Tennis Pro Shop Lease	0	0	0	0	----	707	19.11%	640	90.52%
Interest Income	0	0	0	189	----	600	----	763	100.00%
TOTAL REVENUES	<u>128,800</u>	<u>128,800</u>	<u>128,800</u>	<u>104,356</u>	81.02%	<u>110,682</u>	86.00%	<u>131,611</u>	99.95%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 128,800</u>	<u>137,705</u>	<u>137,705</u>	<u>113,261</u>	82.25%	<u>110,682</u>	86.00%	<u>131,611</u>	99.95%
EXPENDITURES:									
OPERATIONS									
Operating Expenses	\$ 128,800	130,084	130,084	69,524	53.45%	49,458	38.43%	65,357	53.75%
Capital Outlay	0	7,621	7,621	7,621	100.00%	0	----	0	98.96%
Sub-Total	<u>128,800</u>	<u>137,705</u>	<u>137,705</u>	<u>77,145</u>	56.02%	<u>49,458</u>	38.43%	<u>65,357</u>	56.40%
TOTAL EXPENDITURES	<u>\$ 128,800</u>	<u>137,705</u>	<u>137,705</u>	<u>77,145</u>	56.02%	<u>49,458</u>	38.43%	<u>65,357</u>	56.40%

CITY OF PENSACOLA
COMMUNITY MARITIME PARK MANAGEMENT SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2022
(Unaudited)

	FY 2022				FY 2021				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/22	% OF BUDGET 06/22	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
PARK OPERATIONS:									
APPROPRIATED FUND BALANCE	\$ 37,400	516,022	516,022	516,022	100.00%	61,743	100.00%	74,616	100.00%
REVENUES:									
COMMUNITY MARITIME PARK									
Event Scheduling Management									
Rentals	35,000	35,000	35,000	6,600	18.86%	13,800	40.59%	13,800	100.00%
Vendor Kiosk Management									
Kiosk Sales	4,000	4,000	4,000	0	0.00%	(100)	-2.63%	0	----
Parking Management	110,000	110,000	110,000	71,939	65.40%	52,399	50.87%	121,427	100.00%
City Hall Parking	27,000	27,000	27,000	13,529	50.11%	11,981	44.37%	26,512	100.00%
Lease Fees	155,000	155,000	155,000	110,613	71.36%	109,761	74.67%	148,984	100.00%
User Fees									
Northwest Florida Professional Baseball	175,000	175,000	175,000	131,250	75.00%	131,250	75.00%	175,000	100.00%
University of West Florida	25,000	25,000	25,000	20,000	80.00%	0	0.00%	0	----
Surcharge									
Attendance	275,000	275,000	275,000	0	0.00%	0	0.00%	299,837	111.67%
Naming Rights	112,500	112,500	112,500	28,125	25.00%	28,125	25.00%	112,500	100.00%
Community Event Concessions	30,000	30,000	30,000	30,005	100.02%	0	0.00%	0	----
Parcels Option Payments	0	0	0	1,328	----	356,499	98.42%	370,107	99.64%
Other Charges for Services	65,600	65,600	65,600	11,301	17.23%	10,970	47.08%	24,068	100.00%
Miscellaneous Revenue	0	0	0	4,150	----	58	----	50	33.33%
Sub-Total	<u>1,014,100</u>	<u>1,014,100</u>	<u>1,014,100</u>	<u>428,840</u>	42.29%	<u>714,743</u>	54.40%	<u>1,292,285</u>	102.37%
TOTAL REVENUES	<u>1,014,100</u>	<u>1,014,100</u>	<u>1,014,100</u>	<u>428,840</u>	42.29%	<u>714,743</u>	54.40%	<u>1,292,285</u>	102.37%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 1,051,500</u>	<u>1,530,122</u>	<u>1,530,122</u>	<u>944,862</u>	61.75%	<u>776,486</u>	56.44%	<u>1,366,901</u>	102.24%

CITY OF PENSACOLA
COMMUNITY MARITIME PARK MANAGEMENT SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2022
(Unaudited)

	FY 2022				FY 2021				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/22	% OF BUDGET 06/22	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES									
COMMUNITY MARITIME PARK									
Personnel Services	\$ 129,900	129,900	132,505	22,802	17.21%	23,167	19.04%	47,937	47.28%
Operating Expenses	901,600	1,254,450	1,251,845	624,143	49.86%	615,980	49.92%	764,682	67.34%
Capital Outlay	0	125,772	125,772	70,772	56.27%	0	----	0	0.00%
Sub-Total	<u>1,031,500</u>	<u>1,510,122</u>	<u>1,510,122</u>	<u>717,717</u>	47.53%	<u>639,147</u>	47.15%	<u>812,619</u>	61.70%
DEBT SERVICE									
Principal	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	100.00%	<u>20,000</u>	100.00%	<u>20,000</u>	100.00%
Sub-Total	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	100.00%	<u>20,000</u>	100.00%	<u>20,000</u>	100.00%
TOTAL PARK OPERATIONS EXPENDITURES	<u>\$ 1,051,500</u>	<u>1,530,122</u>	<u>1,530,122</u>	<u>737,717</u>	48.21%	<u>659,147</u>	47.92%	<u>832,619</u>	62.28%
PARK RENEWAL AND REPLACEMENT:									
APPROPRIATED FUND BALANCE	<u>\$ 0</u>	<u>0</u>	<u>0</u>	<u>0</u>	----	<u>7,285</u>	100.00%	<u>(5,588)</u>	100.00%
REVENUES:									
Variable Ticket	128,400	128,400	128,400	32,564	25.36%	8,208	6.35%	106,632	77.49%
Interest Income	0	0	0	1,330	----	3,453	----	4,572	100.00%
Sub-Total	<u>128,400</u>	<u>128,400</u>	<u>128,400</u>	<u>33,894</u>	26.40%	<u>11,661</u>	9.02%	<u>111,204</u>	78.22%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 128,400</u>	<u>128,400</u>	<u>128,400</u>	<u>33,894</u>	26.40%	<u>18,946</u>	13.87%	<u>105,616</u>	77.33%
EXPENDITURES									
Operating Expenses	128,400	128,400	128,400	13,682	10.66%	7,285	5.33%	72,696	53.22%
Capital Outlay	0	0	0	0	----	0	----	0	----
Sub-Total	<u>128,400</u>	<u>128,400</u>	<u>128,400</u>	<u>13,682</u>	10.66%	<u>7,285</u>	5.33%	<u>72,696</u>	53.22%
TOTAL RENEWAL AND REPLACEMENT EXPENDITURES	<u>\$ 128,400</u>	<u>128,400</u>	<u>128,400</u>	<u>13,682</u>	10.66%	<u>7,285</u>	5.33%	<u>72,696</u>	53.22%
TOTAL FUND:									
TOTAL REVENUES AND FUND BALANCE	<u>\$ 1,179,900</u>	<u>1,658,522</u>	<u>1,658,522</u>	<u>978,756</u>	59.01%	<u>795,432</u>	52.60%	<u>1,472,517</u>	99.93%
TOTAL EXPENDITURES	<u>\$ 1,179,900</u>	<u>1,658,522</u>	<u>1,658,522</u>	<u>751,399</u>	45.31%	<u>666,432</u>	44.07%	<u>905,315</u>	61.44%

CITY OF PENSACOLA
LOCAL OPTION SALES TAX
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2022
(Unaudited)

	FY 2022				% OF BUDGET 06/22	FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/22		ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
LOCAL OPTION SALES TAX FUND:									
APPROPRIATED FUND BALANCE	\$ 0	32,445,925	32,445,925	32,445,925	100.00%	31,552,624	100.00%	30,277,674	100.00%
REVENUES:									
1-CT Local Option Sales Tax	9,605,500	9,605,500	9,605,500	8,088,549	84.21%	6,868,518	72.56%	10,718,928	100.00%
Interest	0	0	0	778	----	10,626	----	12,422	100.00%
Contributions	0	1,302,546	1,302,546	0	0.00%	0	----	0	----
Miscellaneous	0	307,816	307,816	256,935	83.47%	10,000	----	10,000	100.00%
Sale of Assets - Cash	0	6,400	6,400	6,400	100.00%	0	----	0	----
TOTAL REVENUES	9,605,500	11,222,262	11,222,262	8,352,662	74.43%	6,889,144	72.77%	10,741,350	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 9,605,500	43,668,187	43,668,187	40,798,587	93.43%	38,441,768	93.72%	41,019,024	100.00%
EXPENDITURES:									
CAPITAL PROJECTS									
Operating Expenses	0	117,184	1,010,524	951,318	94.14%	532,758	98.87%	426,722	99.37%
Capital Outlay	4,030,300	22,774,083	21,880,743	10,342,954	47.27%	9,951,673	49.89%	6,826,592	52.21%
Sub-Total	4,030,300	22,891,267	22,891,267	11,294,272	49.34%	10,484,431	51.18%	7,253,314	53.50%
TRANSFER OUT									
Port of Pensacola	0	152,108	152,108	0	0.00%	82,498	34.41%	87,659	36.56%
Pensacola International Airport	0	15,049,612	15,049,612	4,112,155	27.32%	680,007	4.25%	945,850	5.91%
Sub-Total	0	15,201,720	15,201,720	4,112,155	27.05%	762,505	4.70%	1,033,509	6.37%
DEBT SERVICE									
Principal	5,193,900	5,193,900	5,193,900	2,181,000	41.99%	3,821,387	100.00%	3,821,387	100.00%
Interest	381,300	381,300	381,300	381,206	99.98%	476,658	99.97%	476,658	100.00%
Sub-Total	5,575,200	5,575,200	5,575,200	2,562,206	45.96%	4,298,045	100.00%	4,298,045	100.00%
TOTAL EXPENDITURES	\$ 9,605,500	43,668,187	43,668,187	17,968,633	41.15%	15,544,981	37.90%	12,584,868	39.71%

**CITY OF PENSACOLA
LOCAL OPTION SALES TAX
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2022
(Unaudited)**

	FY 2022				% OF BUDGET 06/22	FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/22		ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
LOST SERIES 2017 PROJECT FUND:									
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	1,030,879	100.00%	1,030,879	100.00%
REVENUES:									
Interest	0	0	0	0	----	0	----	0	----
TOTAL REVENUES	0	0	0	0	----	0	----	0	----
TOTAL REVENUES AND FUND BALANCE	<u>\$ 0</u>	<u>0</u>	<u>0</u>	<u>0</u>	----	<u>1,030,879</u>	100.00%	<u>1,030,879</u>	100.00%
EXPENDITURES:									
CAPITAL PROJECTS									
Capital Outlay	0	0	0	0	----	965,278	93.64%	1,030,879	100.00%
Sub-Total	0	0	0	0	----	965,278	93.64%	1,030,879	100.00%
TOTAL LOST IV BOND EXPENDITURES	<u>\$ 0</u>	<u>0</u>	<u>0</u>	<u>0</u>	----	<u>965,278</u>	93.64%	<u>1,030,879</u>	100.00%
TOTAL:									
TOTAL REVENUES AND FUND BALANCE	<u>\$ 9,605,500</u>	<u>43,668,187</u>	<u>43,668,187</u>	<u>40,798,587</u>	93.43%	<u>39,472,647</u>	93.87%	<u>42,049,903</u>	100.00%
TOTAL EXPENDITURES	<u>\$ 9,605,500</u>	<u>43,668,187</u>	<u>43,668,187</u>	<u>17,968,633</u>	41.15%	<u>16,510,259</u>	39.26%	<u>13,615,747</u>	41.19%

Note. The Lost Series 2017 Project Fund was funded with the issuance of the Infrastructure Sales Surtax Revenue Bond, Series 2017 on October 18, 2017.

CITY OF PENSACOLA
STORMWATER CAPITAL PROJECTS FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2022
(Unaudited)

	FY 2022				FY 2021				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/22	% OF BUDGET 06/22	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 42,500	3,751,156	3,751,156	3,751,156	100.00%	4,497,859	100.00%	4,497,859	100.00%
REVENUES:									
Interest	0	0	0	3,776	----	17,686	----	20,500	100.00%
Transfer In From General Fund	2,735,000	2,735,000	2,735,000	2,735,000	100.00%	2,735,000	100.00%	2,735,000	100.00%
Miscellaneous	0	0	0	24,250	----	0	----	0	----
TOTAL REVENUES	<u>2,735,000</u>	<u>2,735,000</u>	<u>2,735,000</u>	<u>2,763,026</u>	101.02%	<u>2,752,686</u>	100.65%	<u>2,755,500</u>	100.00%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 2,777,500</u>	<u>6,486,156</u>	<u>6,486,156</u>	<u>6,514,182</u>	100.43%	<u>7,250,545</u>	100.24%	<u>7,253,359</u>	100.00%
EXPENDITURES:									
CAPITAL PROJECTS									
Personal Services	\$ 0	0	0	0	----	0	----	0	----
Operating Expenses	662,200	964,682	1,148,257	565,798	49.27%	648,980	64.80%	639,026	82.87%
Capital Outlay	1,925,700	5,341,074	5,157,499	1,486,115	28.81%	3,367,823	55.74%	2,718,548	56.58%
Sub-Total	<u>2,587,900</u>	<u>6,305,756</u>	<u>6,305,756</u>	<u>2,051,913</u>	32.54%	<u>4,016,803</u>	57.03%	<u>3,357,574</u>	60.11%
Allocated Overhead/(Cost Recovery)	189,600	180,400	180,400	135,300	75.00%	142,200	75.00%	180,400	100.00%
TOTAL EXPENDITURES	<u>\$ 2,777,500</u>	<u>6,486,156</u>	<u>6,486,156</u>	<u>2,187,213</u>	33.72%	<u>4,159,003</u>	57.50%	<u>3,537,974</u>	61.10%

**CITY OF PENSACOLA
GAS UTILITY FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2022
(Unaudited)**

	FY 2022				% OF BUDGET 06/22	FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/22		ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
GAS OPERATIONS:									
APPROPRIATED FUND BALANCE	\$ 0	3,223,428	3,223,428	3,223,428	100.00%	2,810,039	100.00%	1,332,889	100.00%
REVENUES:									
GAS									
Residential User Fees	21,898,700	27,243,100	27,243,100	20,200,439	74.15%	18,824,631	85.76%	23,271,782	100.00%
Commercial User Fees	12,616,600	15,653,800	15,653,800	11,634,975	74.33%	9,399,735	71.38%	12,441,413	100.00%
Municipal User Fees	301,900	301,900	301,900	286,079	94.76%	226,135	79.93%	297,674	100.00%
Interruptible User Fees	2,993,400	3,714,000	3,714,000	2,802,044	75.45%	2,312,915	72.61%	3,145,742	58.67%
Transportation User Fees	5,225,000	13,203,991	13,203,991	10,003,040	75.76%	4,762,172	86.95%	6,642,348	150.06%
Compressed Natural Gas	952,400	952,400	952,400	946,296	99.36%	691,410	74.95%	954,400	100.00%
Miscellaneous Charges	557,300	557,300	557,300	561,428	100.74%	483,540	85.15%	658,194	99.98%
New Accounts/Turn-on Fees	659,400	659,400	659,400	353,701	53.64%	365,200	51.31%	467,875	100.00%
Interest Income	10,000	10,000	10,000	25,293	252.93%	87,792	---	109,337	100.00%
Infrastructure Cost Recovery	3,305,900	3,305,900	3,305,900	800,529	24.22%	3,007,869	89.76%	3,415,627	100.00%
Cookbooks	0	0	0	2,856	---	7,206	---	8,181	100.00%
Sale of Asset	0	0	0	0	---	3,836	---	13,836	100.00%
TOTAL REVENUES	48,520,600	65,601,791	65,601,791	47,616,680	72.58%	40,172,441	80.96%	51,426,409	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 48,520,600	68,825,219	68,825,219	50,840,108	73.87%	42,982,480	81.98%	52,759,298	100.00%
EXPENSES:									
GAS OPERATION & MAINTENANCE									
Personnel Services	\$ 8,936,800	8,974,700	8,973,463	6,107,051	68.06%	5,801,242	68.07%	7,898,626	97.22%
City Sponsored Pensions	1,321,000	1,321,000	1,322,237	1,322,237	100.00%	1,398,918	99.94%	1,399,368	99.97%
Sub-Total	10,257,800	10,295,700	10,295,700	7,429,288	72.16%	7,200,160	72.56%	9,297,994	97.63%
Operating Expenses	26,014,200	44,950,579	44,864,279	31,863,666	71.02%	20,488,410	74.72%	27,033,081	99.50%
Capital Outlay	916,000	2,202,840	2,289,140	2,018,978	88.20%	3,220,213	85.83%	2,371,567	86.11%
Sub-Total	37,188,000	57,449,119	57,449,119	41,311,932	71.91%	30,908,783	75.21%	38,702,642	97.86%
TRANSFERS OUT									
General Fund	8,000,000	8,000,000	8,000,000	8,000,000	100.00%	8,000,000	100.00%	8,000,000	100.00%
Sub-Total	8,000,000	8,000,000	8,000,000	8,000,000	100.00%	8,000,000	100.00%	8,000,000	100.00%
Allocated Overhead/(Cost Recovery)	1,309,000	1,352,500	1,352,500	1,014,375	75.00%	981,750	75.00%	1,352,500	100.00%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
GAS UTILITY FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2022
(Unaudited)**

	FY 2022				FY 2021				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/22	% OF BUDGET 06/22	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENSES: (continued)									
DEBT SERVICE									
Interest	191,600	191,600	191,600	213,881	111.63%	246,218	107.85%	228,213	99.96%
Principal	1,832,000	1,832,000	1,832,000	1,832,000	100.00%	1,795,000	100.00%	1,795,000	100.00%
Sub-Total	2,023,600	2,023,600	2,023,600	2,045,881	101.10%	2,041,218	100.89%	2,023,213	100.00%
TOTAL GAS OPERATIONS EXPENSES	\$ 48,520,600	68,825,219	68,825,219	52,372,188	76.09%	41,931,751	79.98%	50,078,355	98.32%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
SANITATION FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2022
(Unaudited)**

	FY 2022				FY 2021				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/22	% OF BUDGET 06/22	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
SANITATION OPERATIONS:									
APPROPRIATED FUND BALANCE	\$ 481,600	2,446,471	2,446,471	2,446,471	100.00%	2,706,840	100.00%	3,276,737	100.00%
REVENUES:									
SANITATION									
Residential Refuse Container Charges	4,932,200	4,932,200	4,932,200	3,743,119	75.89%	3,576,212	74.88%	4,754,122	100.00%
Bulk Item Collection Charges	130,000	130,000	130,000	145,547	111.96%	79,384	61.06%	128,326	100.16%
Business Refuse Container Charges	127,000	127,000	127,000	173,616	136.71%	110,726	89.01%	164,932	100.00%
Fuel Surcharge	360,000	360,000	360,000	279,168	77.55%	247,571	72.33%	333,092	100.00%
County Landfill	1,230,000	1,230,000	1,230,000	927,366	75.40%	919,353	72.87%	1,226,621	100.00%
New Accounts/Transfer Fees	85,000	85,000	85,000	57,040	67.11%	59,120	69.55%	79,300	100.00%
Premium Service Fee	0	0	0	2,980	----	----	----	----	----
Miscellaneous	40,000	40,000	40,000	22,329	55.82%	25,371	63.43%	32,329	100.00%
Interest Income	0	0	0	1,142	----	6,548	----	7,535	100.00%
Sale of Assets	5,000	5,000	5,000	0	0.00%	8,250	165.00%	19,650	100.00%
SUB-TOTAL SANITATION REVENUES	6,909,200	6,909,200	6,909,200	5,352,307	77.47%	5,032,535	74.40%	6,745,907	100.00%
CAPITAL EQUIPMENT SURCHARGE									
Equipment Surcharge	774,000	774,000	774,000	589,304	76.14%	569,213	76.08%	759,456	100.00%
CNG Rebates	500,000	500,000	500,000	1,039,480	207.90%	0	0.00%	0	----
Advertising Revenue	80,200	80,200	80,200	80,200	100.00%	80,200	100.00%	80,200	100.00%
Sub-Total	1,354,200	1,354,200	1,354,200	1,708,984	126.20%	649,413	48.89%	839,656	100.00%
SUB-TOTAL SANITATION REVENUES	8,263,400	8,263,400	8,263,400	7,061,291	85.45%	5,681,948	70.21%	7,585,563	100.00%
CODE ENFORCEMENT									
Franchise Fees	1,325,000	1,325,000	1,325,000	695,688	52.50%	675,322	52.85%	1,374,953	100.00%
Lot Cleaning (FY Cash Balance) *	70,000	70,000	70,000	45,744	65.35%	40,401	50.50%	82,125	79.86%
Code Enforcement Violations	100,000	100,000	100,000	48,545	48.55%	65,150	65.15%	93,623	100.00%
Sub-Total	1,495,000	1,495,000	1,495,000	789,977	52.84%	780,873	53.57%	1,550,701	98.68%
ENFORCEMENT REVENUES	1,495,000	1,495,000	1,495,000	789,977	52.84%	780,873	53.57%	1,550,701	98.68%
SUB-TOTAL REVENUES	9,758,400	9,758,400	9,758,400	7,851,268	80.46%	6,462,821	67.67%	9,136,264	99.78%
TOTAL REVENUES AND FUND BALANCE	\$ 10,240,000	12,204,871	12,204,871	10,297,739	84.37%	9,169,661	74.81%	12,413,001	99.84%

* Actual billings are \$61,576 however collections are typically lower.

**CITY OF PENSACOLA
SANITATION FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2022
(Unaudited)**

	FY 2022				FY 2021				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/22	% OF BUDGET 06/22	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
SANITATION OPERATIONS CONTINUED:									
EXPENSES:									
SANITATION SERVICES									
Personnel Services	\$ 2,783,900	2,808,300	2,807,982	2,016,804	71.82%	1,957,719	79.27%	2,744,545	98.38%
City Sponsored Pensions	383,600	383,600	383,890	383,864	99.99%	390,398	99.99%	390,542	100.00%
Sub-Total	3,167,500	3,191,900	3,191,872	2,400,668	75.21%	2,348,117	82.10%	3,135,087	98.57%
Operating Expenses	3,639,100	3,614,700	3,656,758	2,527,586	69.12%	2,691,711	72.07%	3,666,394	99.99%
Allocated Overhead/(Cost Recovery)	489,100	538,200	538,200	403,650	75.00%	366,825	75.00%	538,200	100.00%
Sub-Total	7,295,700	7,344,800	7,386,830	5,331,904	72.18%	5,406,653	76.32%	7,339,681	99.38%
CAPITAL EQUIPMENT									
Capital Outlay	1,305,000	3,222,723	3,187,723	1,401,774	43.97%	3,499,235	97.99%	1,651,847	99.96%
Sub-Total	1,305,000	3,222,723	3,187,723	1,401,774	43.97%	3,499,235	97.99%	1,651,847	99.96%
DEBT SERVICE									
Interest	1,500	1,500	1,500	1,492	99.47%	4,445	98.78%	4,445	98.78%
Principal	142,800	142,800	142,800	142,740	99.96%	139,880	99.99%	139,880	99.99%
Sub-Total	144,300	144,300	144,300	144,232	99.95%	144,325	99.95%	144,325	99.95%
SUB-TOTAL SANITATION EXPENSES	8,745,000	10,711,823	10,718,853	6,877,910	64.17%	9,050,213	83.80%	9,135,853	99.57%
CODE ENFORCEMENT PROGRAM									
Personnel Services	848,800	850,400	850,415	620,547	72.97%	473,742	69.86%	648,044	100.00%
City Sponsored Pensions	44,600	44,600	44,600	44,600	100.00%	194,801	99.97%	194,837	100.00%
Sub-Total	893,400	895,000	895,015	665,147	74.32%	668,543	76.58%	842,881	100.00%
Operating Expenses	346,600	345,548	337,442	195,073	57.81%	187,100	50.60%	224,544	80.09%
Capital Outlay	34,000	34,000	34,000	0	0.00%	0	----	0	----
Allocated Overhead/(Cost Recovery)	112,400	109,900	109,900	82,425	75.00%	84,300	75.00%	109,900	100.00%
Sub-Total	1,386,400	1,384,448	1,376,357	942,645	68.49%	939,943	69.36%	1,177,325	95.46%
CODE ENFORCEMENT ZONING/HOUSING									
Personnel Services	47,300	47,300	47,267	35,216	74.50%	46,626	72.56%	63,363	100.00%
City Sponsored Pensions	50,700	50,700	50,746	44,306	87.31%	28,138	100.00%	28,152	100.00%
Sub-Total	98,000	98,000	98,013	79,522	81.13%	74,764	80.91%	91,515	100.00%
Operating Expenses	10,600	10,600	11,648	6,534	56.10%	6,207	58.01%	7,243	99.97%
Capital Outlay	0	0	0	0	----	0	----	0	----
Sub-Total	108,600	108,600	109,661	86,056	78.47%	80,971	78.54%	98,758	99.99%
SUB-TOTAL CODE ENFORCEMENT	1,495,000	1,493,048	1,486,018	1,028,701	69.23%	1,020,914	70.01%	1,276,083	95.80%
TOTAL EXPENSES	\$ 10,240,000	12,204,871	12,204,871	7,906,611	64.78%	10,071,127	82.16%	10,411,936	99.17%
TOTAL FUND:									
TOTAL REVENUES AND FUND BALANCE	\$ 10,240,000	12,204,871	12,204,871	10,297,739	84.37%	9,169,661	74.81%	12,413,001	99.84%
TOTAL EXPENSES	\$ 10,240,000	12,204,871	12,204,871	7,906,611	64.78%	10,071,127	82.16%	10,411,936	99.17%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
PORT FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2022
(Unaudited)**

	FY 2022				FY 2021				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/22	% OF BUDGET 06/22	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	831,528	831,528	831,528	100.00%	251,717	100.00%	251,717	100.00%
REVENUES:									
PORT									
Handling	31,700	31,700	31,700	31,274	98.66%	10,174	32.93%	16,933	100.00%
Wharfage	402,400	402,400	402,400	379,681	94.35%	323,156	84.49%	424,107	100.00%
Storage	309,000	309,000	309,000	198,974	64.39%	554,603	138.17%	729,965	100.00%
Dockage	845,500	845,500	845,500	506,257	59.88%	377,160	57.63%	548,819	100.00%
Water Sales	6,000	6,000	6,000	4,228	70.47%	10,207	170.12%	10,757	100.00%
Property Rental	597,500	597,500	597,500	520,212	87.06%	544,955	84.96%	609,143	100.00%
Stevedore Fees	3,000	3,000	3,000	16,014	533.80%	9,157	28.80%	14,186	100.00%
Harbor	27,700	27,700	27,700	26,710	96.43%	28,445	116.58%	34,630	100.00%
Security Fees	104,500	104,500	104,500	77,762	74.41%	56,942	65.08%	79,023	100.00%
Interior Lighting	115,000	115,000	115,000	143,159	124.49%	108,207	94.09%	182,244	100.00%
Miscellaneous/Billed	0	0	0	16,387	----	20,565	137.10%	26,245	100.00%
Seville Harbor Lease	46,100	46,100	46,100	38,468	83.44%	38,468	----	83,914	100.00%
Miscellaneous/Non-Billed	0	0	0	4,485	----	600	----	93,927	100.00%
Miscellaneous -Ins Proceeds - Sally	0	0	0	0	----	1,650,924	----	1,650,924	100.00%
Cedar Street Lease/Parking Lot	65,700	65,700	65,700	61,575	93.72%	49,800	75.80%	59,760	100.00%
Pilot Boat Fee	0	29,580	29,580	24,950	84.35%	0	----	0	----
Donations	0	300,000	300,000	0	0.00%	0	----	0	----
Interest Income	0	0	0	2,169	----	8,359	----	10,243	100.00%
SUB-TOTAL OPERATING REVENUES	2,554,100	2,883,680	2,883,680	2,052,305	71.17%	3,791,722	154.39%	4,574,820	100.00%
TRANSFERS IN LOCAL OPTION SALES TAX FUND	0	152,108	152,108	0	0.00%	82,498	34.41%	87,659	36.56%
TOTAL REVENUES	2,554,100	3,035,788	3,035,788	2,052,305	67.60%	3,874,220	143.71%	4,662,479	96.84%
TOTAL REVENUES AND FUND BALANCE	\$ 2,554,100	3,867,316	3,867,316	2,883,833	74.57%	4,125,937	139.98%	4,914,196	97.00%
EXPENSES:									
OPERATIONS & MAINTENANCE									
Personnel Services	\$ 903,400	906,400	906,399	603,372	66.57%	602,116	69.84%	805,074	92.28%
City Sponsored Pensions	104,500	104,500	104,501	104,500	100.00%	108,609	99.77%	108,619	99.84%
Sub-Total	1,007,900	1,010,900	1,010,900	707,872	70.02%	710,725	73.20%	913,693	93.12%
Operating Expenses	1,333,000	1,631,001	1,855,523	1,166,035	62.84%	868,305	62.84%	1,004,011	61.39%
Capital Outlay	100,000	1,073,915	849,393	609,430	71.75%	216,158	44.90%	1,187,334	80.21%
Sub-Total	2,440,900	3,715,816	3,715,816	2,483,337	66.83%	1,795,188	63.34%	3,105,038	75.92%
CARES ACT FUNDING (a)									
Cares Act Personnel Services	0	0	0	0	----	0	----	(275,616)	----
Cares Act Operating Expenses	0	0	0	(121,594)	----	0	----	(409,562)	----
Sub-Total	0	0	0	(121,594)	----	0	----	(685,178)	----
Allocated Overhead/(Cost Recovery)	113,200	151,500	151,500	113,625	75.00%	84,900	75.00%	151,500	100.00%
TOTAL EXPENSES	\$ 2,554,100	3,867,316	3,867,316	2,475,368	64.01%	1,880,088	63.79%	2,571,360	76.64%

(a) In fiscal year 2021, the Port of Pensacola was awarded \$806,772 in CARES funding to help cover operating, maintenance and debt service expenses. As of March 31, 2022 all grant funds have been expended.

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
AIRPORT FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2022
(Unaudited)**

	FY 2022				% OF BUDGET 06/22	FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/22		ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 12,039,700	18,508,373	18,508,373	18,508,373	100.00%	9,237,113	100.00%	2,808,525	100.00%
REVENUES:									
AIRLINE REVENUES									
Loading Bridges Fees	243,000	243,000	243,000	534,227	219.85%	118,724	29.31%	199,988	100.00%
Air Carrier Landing Fees	319,000	319,000	319,000	272,080	85.29%	319,349	18.24%	463,113	100.00%
Cargo Landing Fees	44,000	44,000	44,000	28,797	65.45%	34,031	34.03%	46,060	100.00%
Apron Area Rental	825,000	825,000	825,000	672,521	81.52%	364,947	46.20%	513,923	100.00%
Cargo Apron Area Rental	73,000	73,000	73,000	69,572	95.30%	69,420	110.19%	94,095	100.00%
Baggage Handling System	1,056,000	1,056,000	1,056,000	731,971	69.32%	341,830	28.16%	458,284	100.00%
Ron Ramp	71,000	71,000	71,000	55,461	78.11%	69,137	691.37%	115,462	100.00%
Airline Rentals	2,270,000	2,270,000	2,270,000	2,525,494	111.26%	1,041,399	37.90%	1,458,241	100.00%
SUBTOTAL AIRLINE REVENUES	4,901,000	4,901,000	4,901,000	4,890,123	99.78%	2,358,837	33.31%	3,349,166	100.00%
NON-AIRLINE REVENUES									
U.S.Government	96,000	96,000	96,000	72,000	75.00%	72,000	75.00%	96,000	100.00%
Rental Cars	3,731,000	3,731,000	3,731,000	5,034,053	134.93%	3,968,088	136.35%	6,309,382	100.29%
Rental Car Customer Facility Charge (Garage)	829,000	829,000	829,000	725,443	87.51%	586,955	80.40%	891,902	100.00%
CFC - Rental Car Svc Facility	2,225,000	2,225,000	2,225,000	2,077,404	93.37%	1,680,849	149.54%	2,554,113	100.00%
Rental Car Service Facility Rent	263,000	263,000	263,000	226,035	85.94%	204,590	81.84%	279,125	100.00%
Fixed Base Operators	223,000	223,000	223,000	182,167	81.69%	148,601	67.55%	210,594	100.00%
Restaurant and Lounge	597,000	597,000	597,000	646,627	108.31%	533,748	114.54%	793,817	100.00%
Advertising	129,000	129,000	129,000	133,451	103.45%	123,216	129.70%	170,971	100.00%
Hangar Rentals	100,000	100,000	100,000	125,849	125.85%	103,987	138.65%	133,633	100.00%
ST Ground Lease	266,000	266,000	266,000	205,241	77.16%	201,220	77.39%	269,330	100.00%
Airport & 12th	168,000	168,000	168,000	147,077	87.55%	137,655	82.13%	188,765	100.00%
Parking Lot	5,000,000	5,000,000	5,000,000	5,735,277	114.71%	3,564,994	83.87%	5,417,043	100.00%
Gift Shop	270,000	270,000	270,000	415,568	153.91%	314,812	149.06%	490,334	100.54%
Taxi Permits	134,000	134,000	134,000	132,217	98.67%	84,616	61.45%	177,816	100.00%
LEO/TSA Security	110,000	110,000	110,000	81,570	74.15%	83,710	83.71%	112,230	100.00%
Commercial Property Rentals	190,000	190,000	190,000	285,363	150.19%	277,186	84.77%	376,264	100.00%
GSA/TSA Term Rent	162,000	162,000	162,000	122,119	75.38%	125,840	78.65%	166,547	100.00%
Miscellaneous	134,000	134,000	134,000	222,753	166.23%	235,685	190.38%	320,716	99.97%
Interest Income	93,000	93,000	93,000	66,191	71.17%	179,102	----	250,605	100.00%
Sale of Asset	0	0	0	2,435	----	0	----	60,050	100.00%
SUB-TOTAL NON-AIRLINE REVENUES	14,720,000	14,720,000	14,720,000	16,638,840	113.04%	12,626,854	107.88%	19,269,237	100.11%
TOTAL OPERATING REVENUES	19,621,000	19,621,000	19,621,000	21,528,963	109.72%	14,985,691	79.77%	22,618,403	100.09%
TOTAL REVENUES AND FUND BALANCE	\$ 31,660,700	38,129,373	38,129,373	40,037,336	105.00%	24,222,804	86.44%	25,426,928	100.08%

**CITY OF PENSACOLA
AIRPORT FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2022
(Unaudited)**

	FY 2022				FY 2021				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/22	% OF BUDGET 06/22	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
EXPENSES:									
OPERATION & MAINTENANCE									
Personnel Services	\$ 4,657,300	4,657,300	4,655,090	3,612,164	77.60%	3,074,475	68.79%	4,235,838	99.19%
City Sponsored Pensions	700,200	700,200	702,410	700,803	99.77%	726,261	99.82%	726,452	99.85%
Sub-Total	5,357,500	5,357,500	5,357,500	4,312,967	80.50%	3,800,736	73.13%	4,962,290	99.28%
Operating Expenses	14,260,300	16,640,147	14,939,047	9,187,256	61.50%	6,837,145	49.99%	7,692,315	91.06%
Capital Outlay	2,452,000	6,538,726	8,239,826	4,972,749	60.35%	3,601,677	89.19%	2,408,441	87.89%
Sub-Total	22,069,800	28,536,373	28,536,373	18,472,972	64.73%	14,239,558	62.15%	15,063,046	92.18%
CARES ACT FUNDING (a)									
Cares Act Personnel Services	0	0	0	(2,635,220)	----	(2,273,664)	----	(2,273,664)	----
Cares Act Operating Expenses	0	0	0	(900,013)	----	(2,907,889)	----	(2,907,889)	----
Sub-Total	0	0	0	(3,535,233)	----	(5,181,553)	----	(5,181,553)	----
DEBT SERVICE GARB									
Interest	586,500	586,500	586,500	493,459	84.14%	541,794	83.64%	517,989	79.96%
Principal	2,277,000	2,277,000	2,277,000	1,821,500	80.00%	1,768,600	79.99%	1,768,600	79.99%
Sub-Total	2,863,500	2,863,500	2,863,500	2,314,959	80.84%	2,310,394	80.82%	2,286,589	79.99%
DEBT SERVICE CFC									
Interest	242,300	242,300	242,300	12,303	5.08%	38,937	12.08%	51,144	15.87%
Principal	5,800,000	5,800,000	5,800,000	5,800,000	100.00%	0	0.00%	0	0.00%
Sub-Total	6,042,300	6,042,300	6,042,300	5,812,303	96.19%	38,937	2.49%	51,144	3.27%
Allocated Overhead/(Cost Recovery)									
General Fund	685,100	687,200	687,200	515,400	75.00%	513,825	75.00%	687,200	100.00%
TOTAL OPERATING EXPENSES	\$ 31,660,700	38,129,373	38,129,373	23,580,401	61.84%	11,921,161	42.54%	12,906,426	65.14%

(a) In fiscal year 2020, Pensacola International Airport was awarded \$11,081,566 in CARES funding to help cover operating, maintenance and debt service expenses. As of March 31, 2022 all grant funds have been expended.
(a) In fiscal year 2021, Pensacola International Airport was awarded an additional \$4,502,199 in CARES funding to help cover operating, maintenance and debt service expenses. Funds have not yet been spent.

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

CITY OF PENSACOLA
RISK MANAGEMENT SERVICES
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2022
(Unaudited)

	FY 2022				% OF BUDGET 06/22	FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/22		ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	37,000	37,000	37,000	100.00%	0	----	0	----
REVENUES:									
Service Fees	1,448,400	1,571,400	1,571,400	1,033,316	65.76%	1,153,776	76.02%	1,471,869	93.89%
TOTAL REVENUES	1,448,400	1,571,400	1,571,400	1,033,316	65.76%	1,153,776	76.02%	1,471,869	93.89%
TOTAL REVENUES AND FUND BALANCE	\$ 1,448,400	1,608,400	1,608,400	1,070,316	66.55%	1,153,776	76.02%	1,471,869	93.89%
EXPENSES:									
RISK MANAGEMENT									
Personnel Services	\$ 374,600	374,600	374,440	281,334	75.13%	500,590	81.82%	642,869	98.01%
City Sponsored Pensions	51,000	51,000	51,160	51,055	99.79%	53,851	99.97%	53,870	100.00%
Sub-Total	425,600	425,600	425,600	332,389	78.10%	554,441	83.29%	696,739	98.16%
Operating Expenses	805,500	878,500	878,500	568,752	64.74%	454,763	69.80%	552,011	94.67%
Sub-Total	1,231,100	1,304,100	1,304,100	901,141	69.10%	1,009,204	76.62%	1,248,750	96.55%
CITY CLINIC									
Personnel Services	157,900	244,200	244,073	121,487	49.77%	98,183	69.96%	175,690	97.14%
City Sponsored Pensions	24,500	24,500	24,627	24,554	99.70%	24,951	100.00%	24,969	99.99%
Sub-Total	182,400	268,700	268,700	146,041	54.35%	123,134	74.49%	200,659	97.48%
Operating Expenses	34,900	35,600	35,600	23,134	64.98%	21,438	60.90%	43,116	96.54%
Sub-Total	217,300	304,300	304,300	169,175	55.59%	144,572	72.11%	243,775	97.32%
TOTAL EXPENSES	\$ 1,448,400	1,608,400	1,608,400	1,070,316	66.55%	1,153,776	76.02%	1,492,525	96.67%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
CENTRAL SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2022
(Unaudited)**

	FY 2022				% OF BUDGET 06/22	FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/22		ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	0	----	0	----
REVENUES:									
Service Fees									
Mail Room	88,900	88,900	88,900	72,412	81.45%	66,840	75.87%	81,314	92.30%
Innovation & Technology	3,904,500	4,211,712	4,211,712	2,658,607	63.12%	2,383,052	68.87%	2,836,130	81.97%
Engineering	1,088,000	1,100,920	1,100,920	625,251	56.79%	567,973	67.30%	734,732	87.06%
Central Garage	2,177,700	2,246,979	2,246,979	1,118,703	49.79%	1,303,617	69.53%	1,643,459	87.65%
TOTAL REVENUES	<u>7,259,100</u>	<u>7,648,511</u>	<u>7,648,511</u>	<u>4,474,973</u>	58.51%	<u>4,321,482</u>	68.96%	<u>5,295,635</u>	84.50%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 7,259,100</u>	<u>7,648,511</u>	<u>7,648,511</u>	<u>4,474,973</u>	58.51%	<u>4,321,482</u>	68.96%	<u>5,295,635</u>	84.50%
EXPENSES:									
MAIL ROOM									
Personnel Services	\$ 51,700	51,700	46,700	33,673	72.10%	34,325	68.80%	47,475	95.16%
City Sponsored Pensions	18,000	18,000	18,000	18,000	100.00%	18,902	99.96%	18,903	99.96%
Sub-Total	<u>69,700</u>	<u>69,700</u>	<u>64,700</u>	<u>51,673</u>	79.87%	<u>53,227</u>	77.36%	<u>66,378</u>	96.48%
Operating Expenses	<u>19,200</u>	<u>19,200</u>	<u>24,200</u>	<u>20,739</u>	85.70%	<u>13,613</u>	70.53%	<u>15,466</u>	80.13%
Sub-Total Mail Room	<u>88,900</u>	<u>88,900</u>	<u>88,900</u>	<u>72,412</u>	81.45%	<u>66,840</u>	75.87%	<u>81,844</u>	92.90%
INNOVATION & TECHNOLOGY									
Personnel Services	1,664,700	1,664,700	1,664,625	1,031,357	61.96%	949,203	62.96%	1,325,730	87.54%
City Sponsored Pensions	176,600	176,600	176,675	176,654	99.99%	192,354	100.00%	192,373	100.00%
Sub-Total	<u>1,841,300</u>	<u>1,841,300</u>	<u>1,841,300</u>	<u>1,208,011</u>	65.61%	<u>1,141,557</u>	67.15%	<u>1,518,103</u>	88.95%
Operating Expenses	<u>1,772,600</u>	<u>2,009,912</u>	<u>2,009,347</u>	<u>1,224,679</u>	60.95%	<u>1,164,007</u>	70.17%	<u>1,288,726</u>	78.53%
Capital Outlay	<u>290,600</u>	<u>360,500</u>	<u>361,065</u>	<u>225,917</u>	62.57%	<u>77,488</u>	76.50%	<u>77,488</u>	76.50%
Sub-Total Technology Resources	<u>3,904,500</u>	<u>4,211,712</u>	<u>4,211,712</u>	<u>2,658,607</u>	63.12%	<u>2,383,052</u>	68.87%	<u>2,884,317</u>	83.61%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
CENTRAL SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2022
(Unaudited)**

	FY 2022				FY 2021				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/22	% OF BUDGET 06/22	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
ENGINEERING									
Personnel Services	873,800	873,800	873,709	420,817	48.16%	386,019	61.89%	535,906	85.92%
City Sponsored Pensions	81,400	81,400	81,491	81,443	99.94%	85,275	99.92%	85,300	99.94%
Sub-Total	955,200	955,200	955,200	502,260	52.58%	471,294	66.46%	621,206	87.60%
Operating Expenses	132,800	145,720	145,720	122,991	93.47%	96,679	68.95%	120,910	95.65%
Capital Outlay	0	0	0	0	---	0	---	0	---
Sub-Total Engineering	1,088,000	1,100,920	1,100,920	625,251	57.99%	567,973	66.87%	742,116	88.93%
CENTRAL GARAGE									
Personnel Services	1,141,900	1,153,400	1,153,400	698,503	60.56%	806,912	73.04%	1,100,454	99.62%
City Sponsored Pensions	159,100	159,100	159,100	159,100	100.00%	190,700	100.00%	190,700	100.00%
Sub-Total	1,301,000	1,312,500	1,312,500	857,603	65.34%	997,612	77.01%	1,291,154	99.67%
Operating Expenses	741,900	747,283	747,283	195,859	26.93%	253,609	81.39%	300,504	98.17%
Capital Outlay	134,800	187,196	187,196	65,241	62.84%	52,396	19.95%	0	19.95%
Sub-Total Central Garage	2,177,700	2,246,979	2,246,979	1,118,703	52.36%	1,303,617	69.73%	1,591,658	88.22%
TOTAL EXPENSES	\$ 7,259,100	7,648,511	7,648,511	4,474,973	59.44%	4,321,482	68.96%	5,299,935	85.84%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2022
(Unaudited)**

PROGRAM	FY 2022					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2022 ACTUAL 06/22	% OF BUDGET 06/22
AIRPORT						
Aircraft Rescue & Firefighting Facility (ARFF)	\$ 979,300	979,300	979,400	100	718,986	73.41%
Airport Administration	3,576,200	4,141,429	4,161,629	20,200	3,411,376	81.97%
Maintenance	15,833,900	21,723,781	21,650,481	(73,300)	12,821,054	59.22%
Operations	1,090,300	1,102,706	1,150,706	48,000	961,577	83.56%
Security	1,275,200	1,276,357	1,281,357	5,000	1,075,379	83.93%
Sub-total	<u>22,754,900</u>	<u>29,223,573</u>	<u>29,223,573</u>	<u>-</u>	<u>18,988,372</u>	<u>64.98%</u>
CITY CLERK						
Administration of Legal Documents	96,000	70,400	69,795	(605)	54,731	78.42%
City Elections/Appointments	36,100	36,100	36,100	-	26,654	73.83%
City Council Meetings Preparation	96,000	96,000	96,000	-	71,076	74.04%
Public Records	80,300	80,300	80,905	605	61,160	75.59%
Sub-total	<u>308,400</u>	<u>282,800</u>	<u>282,800</u>	<u>-</u>	<u>213,621</u>	<u>75.54%</u>
CITY COUNCIL						
Audit	105,000	181,475	181,475	-	176,100	97.04%
City Council Support	482,200	463,296	462,696	(600)	253,825	54.86%
Office of the City Council	350,700	880,916	881,516	600	532,478	60.40%
Sub-total	<u>937,900</u>	<u>1,525,687</u>	<u>1,525,687</u>	<u>-</u>	<u>962,403</u>	<u>63.08%</u>
COMMUNITY REDEVELOPMENT AGENCY - CRA						
Asset Maintenance and Operation	460,800	959,395	997,195	37,800	277,383	27.82%
Community Policing	100,000	100,000	100,000	-	66,288	66.29%
Non-Capital Projects and Activities	1,474,500	5,666,919	5,677,759	10,840	3,322,240	58.51%
Redevelopment Plan Implementation	665,000	791,826	743,186	(48,640)	513,874	69.14%
2009 ECUA/WWTP Relocation	1,300,000	1,300,000	1,300,000	-	1,300,000	100.00%
Eastside Redevelopment Area Plan Implementation	294,700	1,046,969	1,046,969	-	99,778	9.53%
Westside Redevelopment Area Plan Implementation	1,202,300	2,086,929	2,086,929	-	115,385	5.53%
Sub-total	<u>5,497,300</u>	<u>11,952,038</u>	<u>11,952,038</u>	<u>-</u>	<u>5,694,948</u>	<u>47.65%</u>
FINANCIAL SERVICES						
Accounting	510,900	556,056	544,177	(11,879)	347,848	63.92%
Budget	58,100	96,731	95,797	(934)	47,374	49.45%
Contract & Lease Services	105,600	90,200	91,848	1,648	69,304	75.46%
Payroll	232,100	221,100	234,581	13,481	214,358	91.38%
Purchasing	179,300	146,643	144,327	(2,316)	121,742	84.35%
Sub-total	<u>1,086,000</u>	<u>1,110,730</u>	<u>1,110,730</u>	<u>-</u>	<u>800,626</u>	<u>72.08%</u>
FINANCIAL SERVICES - RISK MANAGEMENT SERVICES						
Risk Management Services	1,231,100	1,304,100	1,304,100	-	901,141	69.10%
Sub-total	<u>1,231,100</u>	<u>1,304,100</u>	<u>1,304,100</u>	<u>-</u>	<u>901,141</u>	<u>69.10%</u>

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2022
(Unaudited)**

PROGRAM	FY 2022					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2022 ACTUAL 06/22	% OF BUDGET 06/22
FINANCIAL SERVICES - MAIL ROOM						
Mail Room	88,900	88,900	88,900	-	72,412	81.45%
Sub-total	88,900	88,900	88,900	-	72,412	81.45%
FIRE						
Administrative Support	552,400	556,315	550,415	(5,900)	432,695	78.61%
City Emergency Management	10,500	10,500	11,510	1,010	10,283	89.34%
Emergency Operations - Fire Suppression	8,801,800	8,824,246	8,800,726	(23,520)	6,782,471	77.07%
Emergency Operations - Rescue	311,200	311,200	308,480	(2,720)	227,856	73.86%
Facilities and Apparatus Management	811,300	867,103	897,403	30,300	645,164	71.89%
Fire Cadet	266,200	266,200	260,180	(6,020)	155,993	59.96%
Fire Code Enforcement	399,400	399,400	403,740	4,340	318,711	78.94%
Marine Operations	50,700	68,583	68,583	-	27,372	39.91%
Technical Support to City	10,500	10,500	11,510	1,010	10,283	89.34%
Training	157,700	157,700	159,200	1,500	113,237	71.13%
Sub-total	11,371,700	11,471,747	11,471,747	-	8,724,065	76.05%
HOUSING						
HOME Program	162,500	912,977	912,977	-	16,005	1.75%
SHIP Program	-	7,258	7,258	-	69	0.95%
Sub-total	162,500	920,235	920,235	-	16,074	1.75%
HOUSING - CDBG						
Community Development Block Grant (CDBG) Program	516,900	1,192,431	1,192,431	-	291,374	24.44%
Housing Rehabilitation	548,700	683,911	683,911	-	176,729	25.84%
Sub-total	1,065,600	1,876,342	1,876,342	-	468,103	24.95%
HOUSING - SECTION 8						
Section 8 Housing Assistance Payments Program Fund	21,796,500	26,282,959	26,282,959	-	13,305,326	50.62%
Sub-total	21,796,500	26,282,959	26,282,959	-	13,305,326	50.62%
HUMAN RESOURCES						
Human Resources Administration	654,400	616,214	616,214	-	450,715	73.14%
Recruiting & Training	162,000	162,000	162,000	-	121,854	75.22%
Sub-total	816,400	778,214	778,214	-	572,569	73.57%
HUMAN RESOURCES - CLINIC						
Clinic	217,300	304,300	304,300	-	169,175	55.59%
Sub-total	217,300	304,300	304,300	-	169,175	55.59%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2022
(Unaudited)**

PROGRAM	FY 2022					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2022 ACTUAL 06/22	% OF BUDGET 06/22
INNOVATION & TECHNOLOGY						
Innovation & Technology Administration	400,400	401,118	397,671	(3,447)	288,582	72.57%
Network/System Management	3,504,100	3,810,594	3,814,041	3,447	2,370,025	62.14%
Sub-total	3,904,500	4,211,712	4,211,712	-	2,658,607	63.12%
INSPECTION SERVICES						
Inspection Services	1,754,000	2,033,657	2,033,657	-	1,480,207	72.79%
Sub-total	1,754,000	2,033,657	2,033,657	-	1,480,207	72.79%
LEGAL						
Client Legal Advisory Services	931,800	859,281	859,281	-	393,582	45.80%
Sub-total	931,800	859,281	859,281	-	393,582	45.80%
MAYOR						
City Administrator/Cabinet	772,600	624,493	633,143	8,650	402,914	63.64%
Public Information Officer	140,300	151,200	142,605	(8,595)	94,341	66.16%
Neighborhood Services	174,300	186,699	187,144	445	119,028	63.60%
Neighborhood Challenge Grants	50,000	108,525	108,525	-	15,339	14.13%
Office of the Mayor	170,500	177,300	176,800	(500)	117,840	66.65%
Sub-total	1,307,700	1,248,217	1,248,217	-	749,462	60.04%
NON-DEPARTMENTAL FUNDING						
Agency funding	4,514,800	4,918,211	4,918,211	-	4,217,485	85.75%
Sub-total	4,514,800	4,918,211	4,918,211	-	4,217,485	85.75%
PARKING						
Parking Fund	1,144,200	1,144,950	1,144,950	-	574,349	50.16%
Sub-total	1,144,200	1,144,950	1,144,950	-	574,349	50.16%
PARKS & RECREATION						
Aquatics	236,800	299,048	326,854	27,806	305,911	93.59%
Athletic Field Maintenance	448,300	456,192	469,802	13,610	405,667	86.35%
Athletics	565,200	579,016	596,025	17,009	522,716	87.70%
Office of the Director (Administration)	1,085,900	1,144,885	1,138,625	(6,260)	825,857	72.53%
Park Administration & Maintenance	2,624,200	2,753,361	2,720,071	(33,290)	2,100,844	77.23%
Recreation/Resource Center Administration	1,106,100	1,106,900	1,104,999	(1,901)	741,992	67.15%
Resource Center	1,146,700	1,149,770	1,132,796	(16,974)	585,773	51.17%
Senior Center	232,800	233,500	233,500	-	106,391	45.56%
Volunteer & Outdoor Pursuits	64,700	64,700	64,700	-	41,198	63.68%
Sub-total	7,510,700	7,787,372	7,787,372	-	5,636,349	72.38%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2022
(Unaudited)**

PROGRAM	FY 2022					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2022 ACTUAL 06/22	% OF BUDGET 06/22
PARKS & RECREATION - GOLF						
Osceola Golf Course	784,700	810,709	810,709	-	617,374	76.15%
Sub-total	<u>784,700</u>	<u>810,709</u>	<u>810,709</u>	-	<u>617,374</u>	76.15%
PARKS & RECREATION - TENNIS						
Roger Scott Tennis Center	128,800	137,705	137,705	-	77,145	56.02%
Sub-total	<u>128,800</u>	<u>137,705</u>	<u>137,705</u>	-	<u>77,145</u>	56.02%
PARKS & RECREATION - CMP						
Community Maritime Park Cultural Events	1,179,900	1,658,522	1,658,522	-	751,399	45.31%
Sub-total	<u>1,179,900</u>	<u>1,658,522</u>	<u>1,658,522</u>	-	<u>751,399</u>	45.31%
PENSACOLA ENERGY						
Customer Service	1,331,100	1,346,158	1,358,458	12,300	950,831	69.99%
Gas Construction	4,714,000	6,114,476	6,075,976	(38,500)	4,608,941	75.86%
Gas Cost	16,320,700	33,275,000	32,983,000	(292,000)	22,605,007	68.54%
Gas Marketing	2,477,900	2,562,487	2,861,787	299,300	2,219,577	77.56%
Gas Operations	12,255,300	14,105,598	14,236,198	130,600	11,153,939	78.35%
Gas Training	357,300	357,200	384,000	26,800	260,922	67.95%
Infrastructure Replacement	1,040,700	1,040,700	902,200	(138,500)	527,090	58.42%
Sub-total	<u>38,497,000</u>	<u>58,801,619</u>	<u>58,801,619</u>	-	<u>42,326,307</u>	71.98%
PLANNING SERVICES						
Business Licenses	48,600	48,600	48,600	-	33,135	68.18%
Planning Services	858,400	905,215	905,215	-	667,857	73.78%
Sub-total	<u>907,000</u>	<u>953,815</u>	<u>953,815</u>	-	<u>700,992</u>	73.49%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2022
(Unaudited)**

PROGRAM	FY 2022					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2022 ACTUAL 06/22	% OF BUDGET 06/22
POLICE						
Administration - Chief's Office	1,521,900	1,576,700	1,567,268	(9,432)	1,308,899	83.51%
Cadets	431,600	431,600	404,625	(26,975)	116,041	28.68%
Central Records	479,000	479,000	469,471	(9,529)	343,527	73.17%
Communications Center	2,032,500	2,032,500	2,049,812	17,312	1,704,490	83.15%
Community Oriented Policing Squad	888,000	923,600	882,220	(41,380)	687,428	77.92%
Crime Scene Investigation	858,300	858,300	844,596	(13,704)	687,258	81.37%
Criminal Intelligence Unit	103,900	103,900	97,653	(6,247)	76,794	78.64%
Criminal Investigation Unit	2,631,000	2,720,500	2,703,378	(17,122)	2,143,388	79.29%
k-9 Unit	464,500	492,100	478,838	(13,262)	363,865	75.99%
Neighborhood Unit	669,800	687,900	635,952	(51,948)	363,015	57.08%
Property Management	377,700	383,080	387,107	4,027	326,964	84.46%
School Resource Office (SRO)	883,400	918,800	919,391	591	533,291	58.00%
Traffic	1,365,100	1,422,800	1,442,665	19,865	1,027,296	71.21%
Training/Personnel	883,000	913,256	992,245	78,989	780,247	78.63%
Uniform Patrol	9,823,600	10,151,600	10,243,100	91,500	8,538,732	83.36%
Vice & Narcotics	787,100	818,200	795,515	(22,685)	585,368	73.58%
Sub-total	<u>24,200,400</u>	<u>24,913,836</u>	<u>24,913,836</u>	<u>-</u>	<u>19,586,603</u>	<u>78.62%</u>
PORT						
Administration	511,400	641,813	706,205	64,392	524,313	74.24%
Business & Trade Development	224,000	235,618	160,227	(75,391)	79,551	49.65%
Operations & Maintenance	1,373,500	1,881,381	1,859,055	(22,326)	1,553,039	83.54%
Seaport Security	271,900	281,184	271,601	(9,583)	188,839	69.53%
Waterfront Development	173,300	193,055	184,386	(8,669)	95,047	51.55%
Port Pilot Boat Program	-	29,580	54,659	25,079	16,017	29.30%
Federal/State Matching Grant/Donations	-	604,685	631,183	26,498	140,156	22.21%
Sub-total	<u>2,554,100</u>	<u>3,867,316</u>	<u>3,867,316</u>	<u>-</u>	<u>2,596,962</u>	<u>67.15%</u>
PUBLIC WORKS & FACILITIES - GENERAL FUND						
Building Maintenance Administration	296,700	315,595	347,415	31,820	208,349	59.97%
City Facility Maintenance & Repair	1,321,700	1,433,060	1,432,728	(332)	1,008,042	70.36%
Daily Operations	308,700	336,692	344,326	7,634	183,476	53.29%
Resource Center Maintenance	130,300	133,261	123,273	(9,988)	82,122	66.62%
Street Daily Operation	1,048,100	1,069,652	998,375	(71,277)	569,121	57.00%
Traffic Signals & Street Lighting	1,664,500	1,963,389	2,005,532	42,143	1,293,869	64.52%
Traffic Striping	33,100	33,300	33,300	-	22,882	68.71%
Sub-total	<u>4,803,100</u>	<u>5,284,949</u>	<u>5,284,949</u>	<u>-</u>	<u>3,367,861</u>	<u>63.73%</u>

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2022
(Unaudited)**

PROGRAM	FY 2022					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2022 ACTUAL 06/22	% OF BUDGET 06/22
PUBLIC WORKS & FACILITIES - STORMWATER FUND						
Stormwater Operation & Maintenance	1,872,300	1,911,240	1,859,316	(51,924)	1,463,248	78.70%
Street Sweeping FDOT Roadways	63,300	64,400	66,802	2,402	44,359	66.40%
Street Sweeping Operation & Maintenance	1,026,400	1,056,383	1,105,905	49,522	814,743	73.67%
Sub-total	<u>2,962,000</u>	<u>3,032,023</u>	<u>3,032,023</u>	<u>-</u>	<u>2,322,350</u>	76.59%
PUBLIC WORKS & FACILITIES - CENTAL SERVICES FUND						
Plan Review	185,300	185,300	185,200	(100)	45,481	24.56%
Project Design	480,200	480,200	482,485	2,285	278,523	57.73%
Project Management	414,500	424,707	422,323	(2,384)	294,010	69.62%
Survey Operations Coordination	8,000	10,713	10,912	199	7,237	66.32%
Sub-total	<u>1,088,000</u>	<u>1,100,920</u>	<u>1,100,920</u>	<u>-</u>	<u>625,251</u>	56.79%
SANITATION SERVICES						
Code Enforcement	1,386,400	1,384,448	1,376,357	(8,091)	942,644	68.49%
Code Enforcement-Zoning/Housing	108,600	108,600	109,661	1,061	86,053	78.47%
Constituent Services	218,000	221,900	211,742	(10,158)	156,576	73.95%
Recycling Collection	1,092,500	1,098,800	1,047,836	(50,964)	712,934	68.04%
Residential Garbage Collection	3,788,000	5,047,928	4,998,274	(49,654)	3,758,170	75.19%
Transfer Station	1,669,700	1,888,647	1,982,209	93,562	693,435	34.98%
Yard Trash/Bulk Waste Collection	1,832,500	2,310,248	2,334,492	24,244	1,412,567	60.51%
Sub-total	<u>10,095,700</u>	<u>12,060,571</u>	<u>12,060,571</u>	<u>-</u>	<u>7,762,379</u>	64.36%
SANITATION SERVICES - GARAGE						
Central Garage	<u>2,177,700</u>	<u>2,246,979</u>	<u>2,246,979</u>	<u>-</u>	<u>1,118,703</u>	49.79%
Sub-total	<u>2,177,700</u>	<u>2,246,979</u>	<u>2,246,979</u>	<u>-</u>	<u>1,118,703</u>	49.79%
TOTAL	<u>\$ 177,780,600</u>	<u>224,193,989</u>	<u>224,193,989</u>	<u>-</u>	<u>148,452,202</u>	66.22%

City of Pensacola, Florida
Investment Schedule
As of June 30, 2022
(Unaudited)

<u>POOLED INVESTMENTS</u>	<u>Invest Type</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Principal Amount</u>	<u>Market Value</u>
BankUnited	CD	12/16/20		0.80%	40,000,000.00	40,000,000.00
BankUnited	CD	04/22/21	04/26/22	0.75%	25,000,000.00	25,000,000.00
Synovus	CD	03/03/22	12/03/22	0.14%	10,000,000.00	10,000,000.00
Regions	CD	03/07/22	12/07/22	0.15%	10,000,000.00	10,000,000.00
ServisFirst Bank	CD	03/04/22	03/04/23	0.40%	5,000,000.00	5,000,000.00
<u>City's- GCA (checking account)</u>						
Wells Fargo Bank		ERC 0.20% up to fees and 0.05% on excess balance			112,805,669.37	112,805,669.37
TOTAL INVESTMENTS					\$ 202,805,669.37	\$ 202,805,669.37

Wells Fargo Bank is the City's primary depository.

**CITY OF PENSACOLA
DEBT SERVICE SCHEDULE
June 30, 2022
(Unaudited)**

	BALANCE 09/30/21	ADDITION OR (RETIREMENT) OF PRINCIPAL	ESTIMATED BALANCE 06/30/22	REQUIRED RESERVES (a)	FUTURE INTEREST	MATURITY DATE
2008 AIRPORT TAXABLE CFC REVENUE NOTE	5,800,000.00	(5,800,000.00)	0.00	0.00	0.00	12/31/21
2011 GAS SYSTEM REVENUE NOTE	549,000.00	(549,000.00)	0.00	0.00	0.00	10/01/21
2015 AIRPORT REFUNDING REVENUE NOTE	7,715,000.00	(1,020,000.00)	6,695,000.00	1,219,797.50	524,726.25	10/01/27
2016 LOCAL OPTION GAS TAX REVENUE BOND	8,729,000.00	(1,390,000.00)	7,339,000.00	0.00	340,645.35	12/31/26
2016 GAS SYSTEM REVENUE NOTE	11,002,000.00	(1,283,000.00)	9,719,000.00	0.00	486,205.85	10/01/26
2016 EASTSIDE REDEVELOPMENT REVENUE LOAN	500,000.00	0.00	500,000.00	0.00	302,949.00	12/31/45
2017 EASTSIDE REDEVELOPMENT REVENUE BOND	1,096,000.00	(53,000.00)	1,043,000.00	0.00	299,133.90	04/01/37
2017 WESTSIDE REDEVELOPMENT REVENUE BOND	3,423,000.00	(165,000.00)	3,258,000.00	0.00	933,698.70	04/01/37
2017 AIRPORT REFUNDING REVENUE NOTE	4,630,000.00	(595,000.00)	4,035,000.00	0.00	313,812.75	10/01/27
2017 INFRASTRUCTURE SALES SURTAX REVENUE BOND	18,821,000.00	(2,181,000.00)	16,640,000.00	0.00	1,282,625.50	10/01/28
2017 URBAN CORE REDEVELOPMENT REVENUE BOND	7,465,000.00	(155,000.00)	7,310,000.00	0.00	1,788,291.00	04/01/40
2018 AIRPORT REFUNDING REVENUE NOTE	27,325,000.00	(1,074,000.00)	26,251,000.00	2,149,814.60	9,715,844.25	10/01/38
2019 URBAN CORE REDEV REFUNDING AND IMPROV REV BOND	56,668,819.00	(1,519,571.00)	55,149,248.00	0.00	24,899,724.72	12/31/43
TOTAL	\$ 153,723,819.00	(15,784,571.00)	137,939,248.00	3,369,612.10	40,887,657.27	

(a) Does not include required O&M and R&R reserves.

CITY OF PENSACOLA
DEBT SERVICE SCHEDULE BY ALLOCATION
June 30, 2022
(Unaudited)

	BALANCE 09/30/21	ADDITION OR (RETIREMENT) OF PRINCIPAL	ESTIMATED BALANCE 06/30/22	REQUIRED RESERVES (a)	FUTURE INTEREST	MATURITY DATE
<u>LOCAL OPTION GAS TAX FUND</u>						
2016 LOCAL OPTION GAS TAX REVENUE BOND	8,729,000.00	(1,390,000.00)	7,339,000.00	0.00	340,645.35	12/31/26
TOTAL LOCAL OPTION GAS TAX FUND	8,729,000.00	(1,390,000.00)	7,339,000.00	0.00	340,645.35	
<u>COMMUNITY REDEVELOPMENT AGENCY</u>						
2016 EASTSIDE REDEVELOPMENT REVENUE LOAN	500,000.00	0.00	500,000.00	0.00	302,949.00	12/31/45
2017 EASTSIDE REDEVELOPMENT REVENUE BOND	1,096,000.00	(53,000.00)	1,043,000.00	0.00	299,133.90	04/01/37
2017 WESTSIDE REDEVELOPMENT REVENUE BOND	3,423,000.00	(165,000.00)	3,258,000.00	0.00	933,698.70	04/01/37
2017 URBAN CORE REDEVELOPMENT REVENUE BOND	7,465,000.00	(155,000.00)	7,310,000.00	0.00	1,788,291.00	10/01/28
2019 URBAN CORE REDEV REFUNDING AND IMPROV REV BOND	56,668,819.00	(1,519,571.00)	55,149,248.00	0.00	24,899,724.72	12/31/43
TOTAL COMMUNITY REDEVELOPMENT AGENCY	69,152,819.00	(1,892,571.00)	67,260,248.00	0.00	28,223,797.32	
<u>LOCAL OPTION SALES TAX FUND</u>						
2017 INFRASTRUCTURE SALES SURTAX REVENUE BOND	18,821,000.00	(2,181,000.00)	16,640,000.00	0.00	1,282,625.50	10/01/28
TOTAL LOCAL OPTION SALES TAX FUND	18,821,000.00	(2,181,000.00)	16,640,000.00	0.00	1,282,625.50	
<u>GAS UTILITY FUND</u>						
2011 GAS SYSTEM REVENUE NOTE	549,000.00	(549,000.00)	0.00	0.00	0.00	10/01/21
2016 GAS SYSTEM REVENUE NOTE	11,002,000.00	(1,283,000.00)	9,719,000.00	0.00	486,205.85	10/01/26
TOTAL GAS UTILITY FUND	11,551,000.00	(1,832,000.00)	9,719,000.00	0.00	486,205.85	
<u>AIRPORT FUND</u>						
2008 AIRPORT TAXABLE CFC REVENUE NOTE	5,800,000.00	(5,800,000.00)	0.00	0.00	0.00	12/31/21
2015 AIRPORT REFUNDING REVENUE NOTE	7,715,000.00	(1,020,000.00)	6,695,000.00	1,219,797.50	524,726.25	10/01/27
2017 AIRPORT REFUNDING REVENUE NOTE	4,630,000.00	(595,000.00)	4,035,000.00	0.00	313,812.75	10/01/27
2018 AIRPORT REFUNDING REVENUE NOTE	27,325,000.00	(1,074,000.00)	26,251,000.00	2,149,814.60	9,715,844.25	10/01/38
TOTAL AIRPORT FUND	45,470,000.00	(8,489,000.00)	36,981,000.00	3,369,612.10	10,554,383.25	
TOTAL	\$ 153,723,819.00	(15,784,571.00)	137,939,248.00	3,369,612.10	40,887,657.27	

(a) Does not include required O&M and R&R reserves.

CITY OF PENSACOLA
SCHEDULE OF LEGAL COSTS
June 30, 2022
(Unaudited)

ATTORNEY NAME OR FIRM	AMOUNT PAID	NATURE OF SERVICES PROVIDED
RISK MANAGEMENT:		
COLLEEN CLEARY ORTIZ PA	\$ 55,540.91	Workers Compensation Claims
CLARK PARTINGTON HART LARRY	13,470.00	Claims and Litigation
QUINTAIROS PRIETO WOOD & BOYER PA	35,294.45	Workers Compensation and Liability Claims
SNIFFEN & SPELLMAN PA	59,441.98	Police Liability Claims
WILSON HARRELL & FARRINGTON PA	103,706.54	Claims and Litigation
SUBTOTAL:	<u>267,453.88</u>	
ST AEROSPACE:		
BEGGS & LANE	63,601.50	Airport VT Mobile Aerospace Engineering Project
SUBTOTAL:	<u>63,601.50</u>	
ALL OTHER LEGAL COSTS:		
ALLEN NORTON & BLUE P A	51,549.00	Administrative, Collective Bargaining and Employee Matters
BEGGS & LANE	23,399.00	Contract and Real Estate Law
BRYANT MILLER OLIVE PA	19,274.84	Bond Counsel and CRA Matters
CARLTON FIELDS JORDEN BURT	8,887.50	Superfund and Other Environmental Matters
GALLOWAY, JOHNSON, TOMPKINS, BURR AND SMITH	5,437.50	Skanska Barge Matters
GRAY ROBINSON PA	15,739.44	Fee, Tax and Pension Plan Compliance
LAW OFFICES OF GARY LEUCHTMAN	0.00	Pension Attorney
LOCKE LORD LLP	2,500.00	Bond Disclosure Counsel
MCCARTER & ENGLISH LLP	4,944.06	Natural Gas Industry
PITTMAN LAW GROUP, PL	10,741.09	Council Districting
PLAUCHE MASELLI PARKERSON LLP	0.00	Utility Litigation
RAY, JR LOUIS F	30,960.00	Code Enforcement Special Magistrate
V. KEITH WELLS P.A.	6,000.00	Employee Personnel Board Attorney
SUBTOTAL:	<u>179,432.43</u>	
REPORT TOTAL:	\$ <u>510,487.81</u>	

**TREE PLANTING TRUST FUND
FISCAL YEAR 2022
FEES COLLECTED THROUGH JUNE 30,2022**

<u>Address</u>	<u>District</u>	<u>Amount</u>	<u>Purpose</u>
245 Brent Lane	5	30,000.00	New Commercial
1203 E Hayes Street	5	5,000.00	Tree Cutting Fine- No Permit
2660 Creighton Road	2	10,000.00	New Commercial
1901 W Cypress Street	7	14,100.00	New Commercial
6121 N Davis Highway	2	6,400.00	Tree Removal/ Pruning Permit
5055 Bayou Blvd	2	2,000.00	Tree Removal/ Pruning Permit
305 Corday Street	5	5,650.00	New Commercial
Total		<u>73,150.00</u>	

CITY OF PENSACOLA
Contracts/ Expenditures
Over \$25,000 Approved By Mayor
4/01/22 - 6/30/22

<u>NAME OF COMPANY</u>	<u>NATURE OF SERVICES PROVIDED & DEPARTMENT</u>	<u>SBE</u>	<u>PURCHASE METHOD</u>	<u>AMOUNT PAID</u>	<u>BUDGETED</u>
<u>FORMAL BIDS/RFPs/RFQs</u>					
Cougar Oil, Inc. dba Southern Energy Company	Diesel & Unleaded Fuel- Airport	No	Year 1 of 3 Contract, Bid# 21-036	\$28,885	Yes
Executive Landscaping, Inc	Landscape Maintenance Services Zone 1 - Parks & Recreation	No	Bid # 22-021	34,725	Yes
Executive Landscaping, Inc	Landscape Maintenance Services Zone 2 - Parks & Recreation	No	Bid # 22-022	37,020	Yes
Executive Landscaping, Inc	Landscape Maintenance Services Zone 3 - Parks & Recreation	No	Bid # 22-023	38,200	Yes
Executive Landscaping, Inc	Landscape Maintenance Services Zone 4 - Parks & Recreation	No	Bid # 22-024	44,125	Yes
Hewes & Company, LLC	Cathodic Protection Repairs - Port	Yes	Bid# 22-012	300,000	Yes
Olameter DPG, LLC	Natural Gas Distribution System Locating Services - Pensacola Energy	No	Year 3 Contract, RFQ 22-034	400,000	Yes
<u>EMERGENCY PURCHASES</u>					
Chavers Construction, Inc.	Emergency Waterline Replacement - Port	No	Single Quote	68,900	Yes
<u>CONTRACT RENEWALS/ EXTENSIONS</u>					
AeroCloud Systems, Inc.	Gateway Management Flight Information Display System software - Airport	No	License Agreement Renewal Year 2 of 3	60,527	Yes
Florida Cleaning Systems, Inc. dba FCS Facility Services	Janitorial cleaning of buildings - Airport	No	Year 3 of 3 Contract, Bid# 19-008	503,800	Yes
Sperduto & Associates, Inc.	2022 Employee Engagement Survey – Human Resources	No	Direct Negotiation	36,816	Yes
YMCA Young Men's Christian	City Swimming Facilities Management Fee – Parks & Recreation	No	Year 3 of 3 Contract	64,860	Yes

CITY OF PENSACOLA
Contracts/ Expenditures
Over \$25,000 Approved By Mayor
4/01/22 - 6/30/22

NAME OF COMPANY	NATURE OF SERVICES PROVIDED & DEPARTMENT	SBE	PURCHASE METHOD	AMOUNT PAID	BUDGETED
QUOTES & DIRECT NEGOTIATIONS					
Allen Enterprises, Inc.	Airfield Signs - Airport	No	Sole Source	28,265	Yes
Aptim Port Services, LLC	Engineering for Berth 6 Deck Replacement - Port	No	Cont. Svc Contract, RFQ 15-031	105,516	Yes
Atkins North America, Inc.	Summit Boulevard Road Diet Feasibility Study - Engineering	No	Cont. Svc Contract, RFQ 19-023	49,800	Yes
Atkins North America, Inc.	Pensacola Energy Pipe Warehouse and Site Preliminary Concept - Pensacola Energy	No	Cont. Svc Contract, RFQ 19-023	68,514	Yes
Boyett's Vacuum Pumping, Inc.	Restroom Trailer - Parks & Recreation	No	Single Quote	28,770	Yes
Consolidated Pipe & Supply	Warehouse: Tapping Fee - Pensacola Energy	No	Cont. Svc Contract, RFQ 19-031	69,660	Yes
Design Homebuilders, Inc.	Residential Property Improvement Program- 329 W Intendencia St - CRA	No	Contractor with ECRC	67,170	Yes
Elite Line Services, Inc	Pantograph with power cables for passenger boarding bridge (2) - Airport	No	Cont. Svc Contract	122,132	Yes
Equipment Controls Co., Inc.	Gas Meters and Smartpoints (5,000) - Pensacola Energy	No	Sole Source	1,002,950	Yes
Escambia County Board	NPDES Stormwater Permit Services and Fees FY 21-22 - Public Works	No	Interlocal Agreement	60,000	Yes
Fabre Engineering, Inc. dba Fabre Engineering & Surveying *(Purchased by Bowman Consulting Group)	City of Pensacola Bayview Park - Earth Stabilization Project -Engineering	Yes	Cont. Svc Contract, RFQ 19-023	41,342	Yes
Fabre Engineering, Inc. dba Fabre Engineering & Surveying *(Purchased by Bowman Consulting Group)	Baars Park and Sanders Beach Kayak Fishing Trail Access Upgrades - Engineering	Yes	Cont. Svc Contract, RFQ 19-023	130,950	Yes
Geosyntec Consultants, Inc.	Urban Forest and Canopy Assessment Service Authorization - Engineering	No	Cont. Svc Contract	145,453	Yes
Gulf Beach Construction	Sidewalk Project Phase 2 - Engineering	Yes	Quotations	98,110	Yes
Gulf Coast Environmental	Landscape maintenance services - Hitzman Soccer Fields - Parks & Recreation	Yes	Quotations	25,500	Yes
HDR Engineering, Inc.	Langley Avenue Traffic Safety Study - Engineering	No	Cont. Svc Contract, RFQ 19-023	48,810	Yes
Mott MacDonald Florida	Parking Garage Repairs - Airport	No	Cont. Svc Contract, RFQ 19-023	106,419	Yes
Mott MacDonald Florida	Paging System Upgrade - Engineering	No	Cont. Svc Contract, RFQ 19-023	28,130	Yes

CITY OF PENSACOLA
Contracts/ Expenditures
Over \$25,000 Approved By Mayor
4/01/22 - 6/30/22

<u>NAME OF COMPANY</u>	<u>NATURE OF SERVICES PROVIDED & DEPARTMENT</u>	<u>SBE</u>	<u>PURCHASE METHOD</u>	<u>AMOUNT PAID</u>	<u>BUDGETED</u>
<u>CONT. QUOTES & DIRECT NEGOTIATIONS</u>					
Olameter DPG, LLC	Natural Gas Survey - Pensacola Energy	No	Cont. Svc Contract, RFP 21-006, Yr 2 of 3	103,090	Yes
Sansom Equipment Company, Inc	Elgin Eagle Sweeper Repair #14214 - Garage/Fleet	No	Single Quote	44,429	Yes
Seaside Mechanical, LLC	Installation of new HVAC System - Fire	Yes	Quotations	25,415	Yes
Security Engineering of Pensacola	Paging System Upgrade - Airport	No	Single Quote	189,386	Yes
TC Squared, Inc. dba Market Place Drive	Fence Replacement, Two sets double swing gates - Public Works	No	Quotations	29,005	Yes
Tompkins Painting, Inc.	Maintenance building exterior painting - Airpor	Yes	Quotations	44,932	Yes
Visual Property Solutions, LLC	Bayview Park remove and dispose of existing equipment - Parks & Recreation	No	Quotations	29,900	Yes
WatchGuard, Inc.	Evidence Library Software - Police	No	Annual Renewal	85,140	Yes
<u>STATE, FEDERAL OR OTHER BUYING CONTRACTS</u>					
Bozard Ford Company	2023 Ford Transit Vans (3) - Garage/Fleet	No	FL Sherriffs Assoc. Contract# FSA20- VEL18.0	163,488	Yes
Dana Safety Supply, Inc.	New Marked Chevrolet Tahoe Equipment (29) - Police	No	Bradford Co. Contract# BCSO2019- 01	549,715	Yes
Garber Chevrolet, Inc.	2022 Chevrolet Tahoe Police Cars (29) - Police	No	FL Sherriffs Assoc. Contract# FSA20- VEL28.0	1,011,615	Yes
Jerry Pate Turf & Irrigation, Inc.	Standard Control Reel Grinder (Foley 633 Accu-Pro SC) - Parks & Recreation	No	Omnia Partner Coop. Contract# 2017025	43,328	Yes
Playcore Wisconsin, Inc. dba Gametime	Kiwanis Park Sensory Garden Playground Equipment - Public Works	No	Omnia Partner Coop. Contract# 2017001134	77,103	Yes
Playcore Wisconsin, Inc. dba Gametime	Long Hallow Park Installation - Wood Fiber - Public Works	No	Omnia Partner Coop. Contract# 2017001134	39,797	Yes
Playcore Wisconsin, Inc. dba Gametime	Non-elevated Bleachers - Parks & Recreation	No	Omnia Partner Coop. Contract# 2017001134	85,234	Yes

CITY OF PENSACOLA
Contracts/ Expenditures
Over \$25,000 Approved By Mayor
4/01/22 - 6/30/22

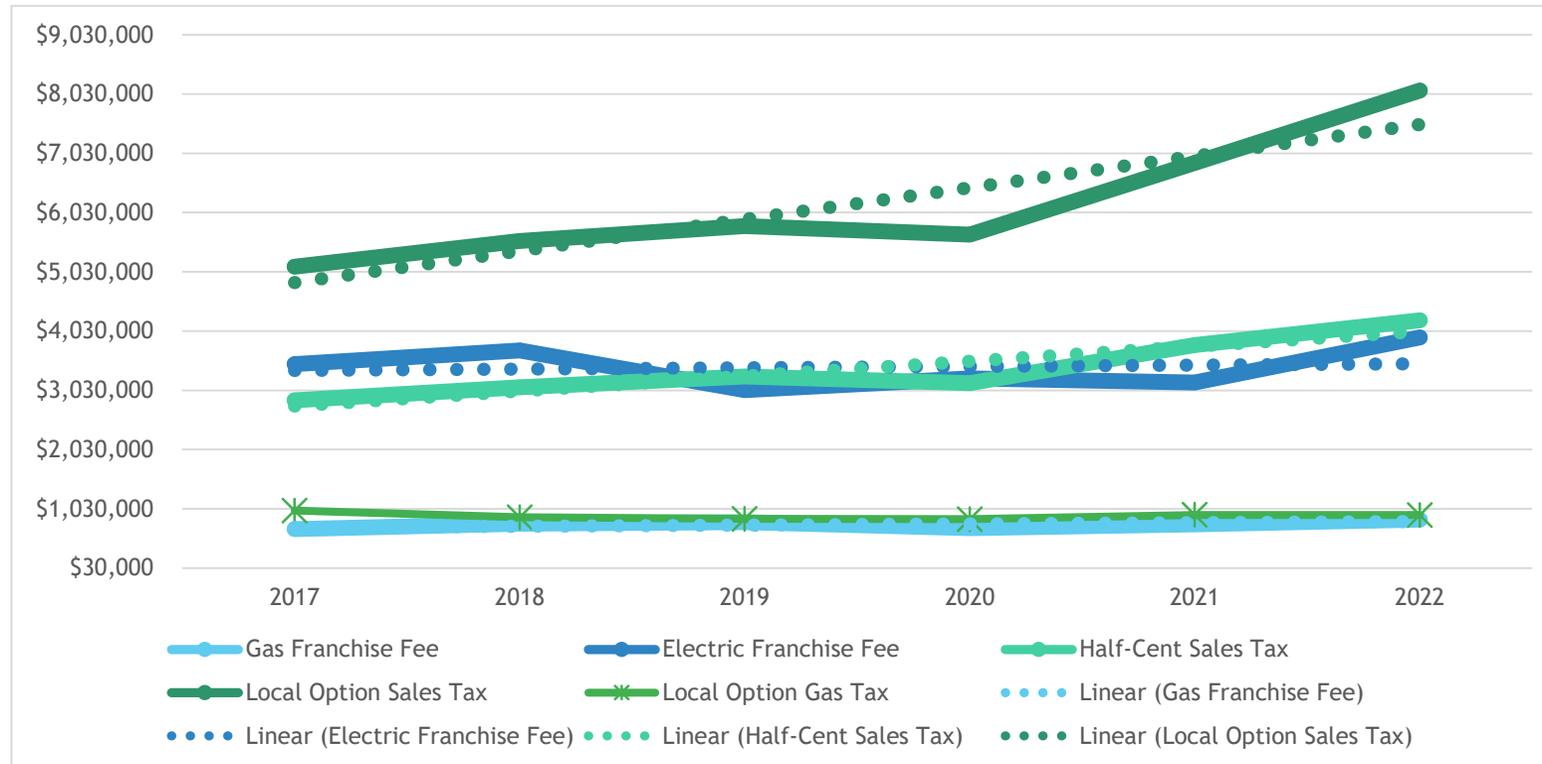
<u>NAME OF COMPANY</u>	<u>NATURE OF SERVICES PROVIDED & DEPARTMENT</u>	<u>SBE</u>	<u>PURCHASE METHOD</u>	<u>AMOUNT PAID</u>	<u>BUDGETED</u>
<u>CONT. STATE, FEDERAL OR OTHER BUYING CONTRACTS</u>					
Robert J Young Company dba RJ Young Company, LLC	City Hall Video System Upgrades - Technology Resources	No	FL St. Contract # 52161500-ACS-16-1	35,431	Yes
Simply Group II, LLC dba SimplyNAS	Airport Computer Storage - Technology Resources	No	GSA Contract# GS-35F-374GA	28,392	Yes
<u>OWNER DIRECT PURCHASE FOR VT AEROSPACE HANGER PROJECT</u>					
Asta Ind Insulated Impact dba Asta America By Janus International	Rolling Service Doors (9)- Airport	No	Owner Direct Purchase VTMAE	81,941	Yes
Evan Corporation	New Titan Hangar Element 1 - Airport	Yes	Owner Direct Purchase VTMAE	49,089	Yes
Sherwin Williams, Co.	Paints - Airport	No	Owner Direct Purchase VTMAE	44,324	Yes

Financial Report

City of Pensacola

3rd Quarter Financial Statements
Nine Months Ending June 30, 2022

General Fund



- ▶ Gas Franchise Fee - Up 10.68% or \$82,002 from FY21
- ▶ Electric Franchise Fee - Up 24.07% or \$761,200 from FY21
- ▶ Half-Cent Sales Tax - Up 11.05% or \$419,315 from FY21
- ▶ LOST - Up 17.76% or \$1,220,031 from FY21
- ▶ LOGT - Down -.30% or \$2,809 from FY21

Tree Planting Trust Fund

- ▶ Revenues and expenditures recorded in the General Fund
 - ▶ Total contributions plus interest income - \$73,833
 - ▶ Expenditures/encumbrances - \$95,597
 - ▶ End of 3rd quarter unassigned fund balance - \$308,955
 - ▶ \$50,000 will be assigned to Operto Park Refurbishment
 - ▶ Assigned fund balance
 - ▶ Marketplace greenway - \$130,000
 - ▶ Tree replacement/City parks - \$150,000
 - ▶ City Council - \$49,424
 - ▶ Neighborhood grant - \$3,575
 - ▶ Carpenter's Creek restoration - \$10,000

Tree Planting Trust Fund FY2013 - FY2022 Revenues by District

District	Amount
1	\$53,100.00
2	263,050.00
3	0.00
4	15,925.00
5	64,750.00
6	62,675.00
7	42,625.00
Miscellaneous	38,525.00
Sacred Heart Hospital	5,000.00
Total	\$545,650.00

Housing Initiatives Fund

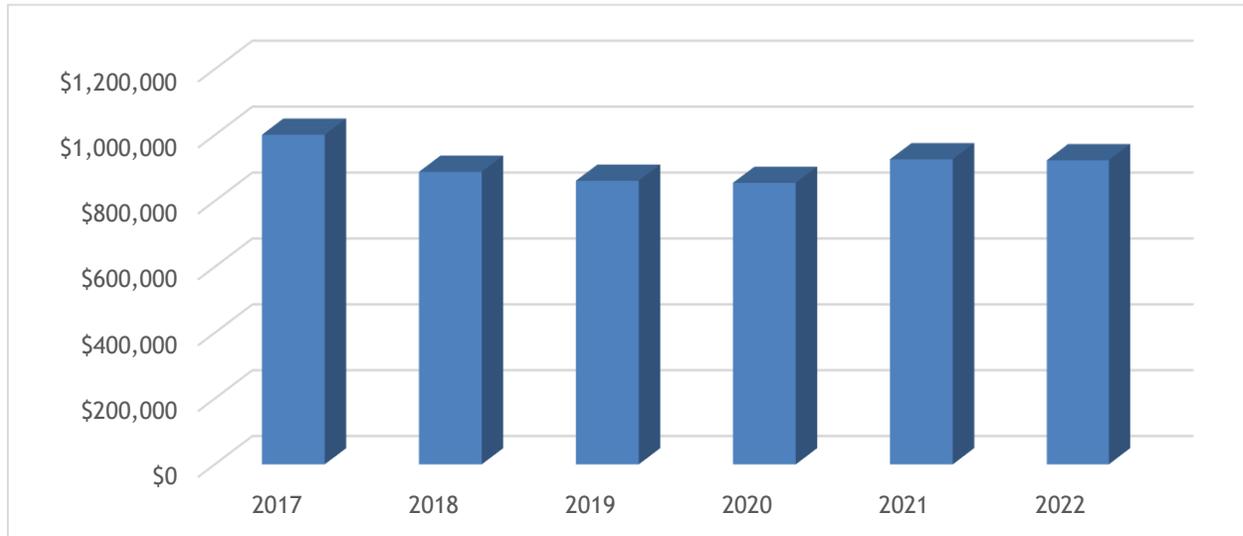
- ▶ Revenues and expenditures recorded in General Fund
 - ▶ 2nd quarter “Housing Initiatives Fund” total contributions \$43,589
 - ▶ “Housing Initiatives Fund” expenditures/encumbrances - \$28,147
 - ▶ End of 2nd quarter unencumbered balance for “Housing Initiatives Fund - \$488,991

Special Revenue Funds - Parking Management Fund

- ▶ Parking Management Fund
 - ▶ Revenues exceeded expenditures by \$275,030
 - ▶ Revenues are \$275,188 more than the same point in FY21

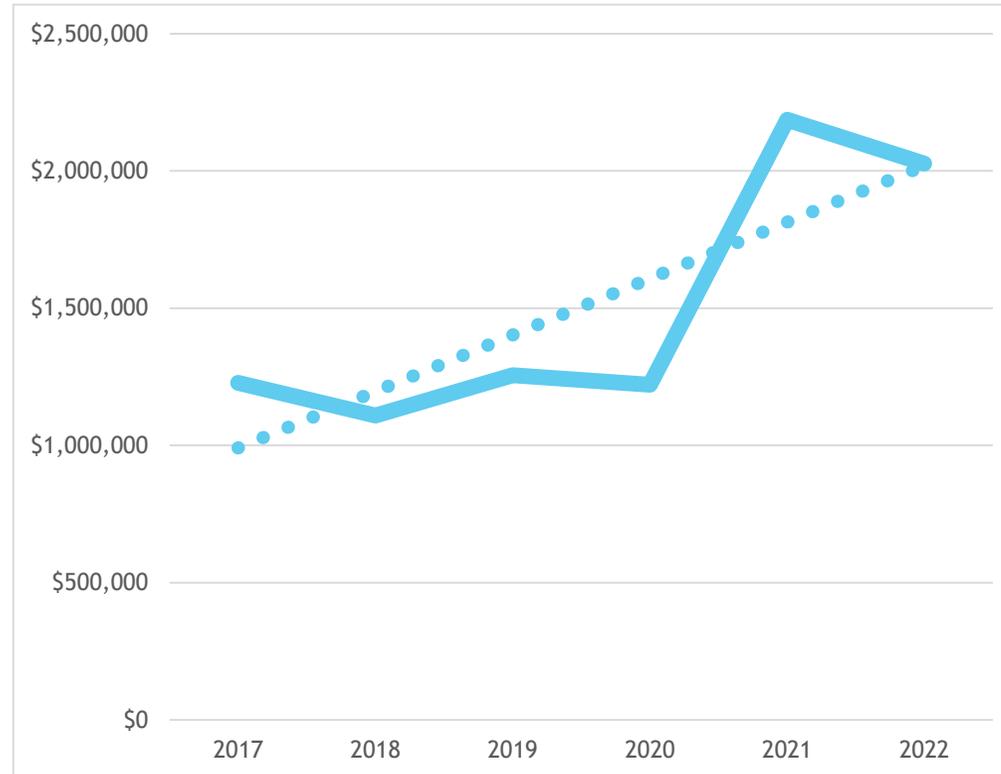
Special Revenue Funds

- ▶ Local Option Gasoline Tax Fund (LOGT)
 - ▶ Revenue was **\$2,809 less than the same point in FY21.**
 - ▶ Staff is monitoring trends to gauge impacts of current events



Special Revenue Funds - Inspection Fund

- ▶ Inspection Services Fund
 - ▶ In Total Revenues Exceeded Expenditures By **\$547,212**
 - ▶ Revenues were **\$159,495** more than the Prior Year



Fuel and Utilities

