



City of Pensacola

Agenda Conference

Agenda

Monday, March 6, 2023, 3:30 PM

Council Chambers, 1st Floor

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

ROLL CALL

PRESENTATION ITEMS

REVIEW OF CONSENT AGENDA ITEMS

1. [23-00148](#) APPROVAL TO REALLOCATE LOST IV FUNDING FOR THE BAYOU TEXAR BOAT DOCK PROJECT

Recommendation: That City Council approve the reallocation of funds from LOST IV - East Pensacola Heights to LOST IV - Parks Boat Dock Replacement for the Bayou Texar Boat Dock Project.

Sponsors: D.C. Reeves

Attachments: [Bid No. 23-012 Tabulation of Bids](#)
[Bid No. 23-012 Scope of Work](#)
[Bayou Texar Boat Ramp Location Map](#)

2. [23-00163](#) HURRICANE SALLY CATHODIC PROTECTION REPAIRS BID ALTERNATE

Recommendation: That City Council award the contract bid alternate to Hewes and Company LLC, the lowest and best responsible bidder, for a base price of \$275,000 plus 10% contingency in the amount of \$27,500.00 for a total contract price of \$2,596,000.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: D.C. Reeves

Attachments: [Report of Council Action dated 9/15/22](#)
[Contract Schedule of Prices](#)

3. [23-00205](#) AWARD OF BID # 23-007 2023 SIDEWALK CONNECTIVITY PROJECT

Recommendation: That City Council award the contract for Bid # 23-007, 2023 Sidewalk Connectivity Project to Site & Utility, LLC of Pensacola, Florida, the lowest and best responsible bidder, for a base price of \$182,378.00, plus 10% contingency in the amount of \$18,238.00 for the total contract price of \$200,616.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: D.C. Reeves

Attachments: [Bid Tabulation](#)
 [Final Vendor Reference List](#)
 [Map](#)

4. [23-00178](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE PRESIDENT CASEY JONES - DISTRICT 3

Recommendation: That City Council approve funding of \$1,000 for Bluffline, Inc. from the City Council Discretionary Funds for District 3.

Sponsors: Casey Jones

5. [23-00189](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER TENIADE BROUGHTON - DISTRICT 5

Recommendation: That City Council approve funding of \$200 for Thoroughly Immersed, Inc. from the City Council Discretionary Funds for District 5.

Sponsors: Teniade Broughton

6. [23-00211](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER JENNIFER BRAHIER - DISTRICT 1

Recommendation: That City Council approve funding of \$2,000 to Hope Above Fear from the City Council Discretionary Funds for District 1.

Sponsors: Jennifer Brahier

7. [23-00220](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER ALLISON PATTON - DISTRICT 6

Recommendation: That City Council approve funding of \$500 to the Lamplighter Academic and Mentoring Program from the City Council Discretionary Funds for District 6.

Sponsors: Allison Patton

REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

8. [23-00166](#) INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND THE DOWNTOWN IMPROVEMENT BOARD EXPANDING THE PALAFOX MARKET WITHIN PLAZA FERDINAND

Recommendation: That City Council approve an Interlocal Agreement between the City of Pensacola and the Downtown Improvement Board (DIB) expanding the Palafox Market within Plaza Ferdinand. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the Interlocal Agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter. Finally, the City Council adopt a Supplemental Budget Resolution appropriating the contribution from the Downtown Improvement Board towards the upgrades at Plaza Ferdinand.

Sponsors: D.C. Reeves

Attachments: [Interlocal Agreement with Downtown Improvement Board](#)
[Exhibit A - Placement of Vendor Booths](#)
[Supplemental Budget Resolution No. 2023-015](#)
[Supplemental Budget Explanation No. 2023-015](#)

9. [2023-015](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-015 - PLAZA FERDINAND INTERLOCAL AGREEMENT DOWNTOWN IMPROVEMENT BOARD

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2023-015

A RESOLUTION AUTHORIZING AND MAKE REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE:

Sponsors: D.C. Reeves

Attachments: [Supplemental Budget Resolution No. 2023-015](#)
[Supplemental Budget Explanation No. 2023-015](#)

10. [23-00207](#) PENSACOLA AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) TENTATIVE COLLECTIVE BARGAINING AGREEMENT

Recommendation: That City Council ratify the Tentative Collective Bargaining Agreement between the City of Pensacola and the American Federation of State, County, and Municipal Employees (AFSCME).

Sponsors: D.C. Reeves

Attachments: [Tentative Collective Bargaining Agreement](#)

11. [2023-005](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-005 - SHARED MICROMOBILITY PROGRAM PERMIT FEES
- Recommendation:* That City Council adopt Supplemental Budget Resolution No. 2023-005.
- A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023, PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:* D.C. Reeves
- Attachments:* [Supplemental Budget Resolution No. 2023-005](#)
 [Supplemental Budget Explanation No. 2023-005](#)
12. [02-23](#) PROPOSED ORDINANCE NO. 02-23 - REQUEST FOR FUTURE LAND USE MAP AMENDMENT- 2401, 2409, 2421, 2431 CREIGHTON ROAD AND 6880 TIPPIN AVENUE
- Recommendation:* That City Council adopt Proposed Ordinance No. 02-23 on second reading:
- AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.
- Sponsors:* D.C. Reeves
- Attachments:* [Proposed Ordinance No. 02-23](#)
 [Planning Board Rezoning Application](#)
 [Planning Board Minutes January 10 2023 - DRAFT](#)
 [FLUM Map 2023](#)

13. [03-23](#) PROPOSED ORDINANCE NO. 03-23 - REQUEST FOR ZONING MAP
AMENDMENT - 2401, 2409, 2421, 2431 CREIGHTON ROAD AND 6880
TIPPIN AVENUE

Recommendation: That City Council adopt Proposed Ordinance No. 03-23 on second
reading.

AN ORDINANCE AMENDING THE ZONING
CLASIFICATION FOR CERTAIN PROPERTY
PURSUANT TO AND CONSISTENT WITH THE
COMPREHENSIVE PLAN OF THE CITY OF
PENSACOLA, FLORIDA; AMENDING THE ZONING
MAP OF THE CITY OF PENSACOLA; REPEALING
CLAUSE AND EFFECTIVE DATE.

Sponsors: D.C. Reeves

Attachments: [Proposed Ordinance No. 03-23](#)
[Planning Board Rezoning Application](#)
[Planning Board Minutes January 10 2023 - DRAFT](#)
[Zoning Map 2023](#)

CONSIDERATION OF ANY ADD-ON ITEMS

FOR DISCUSSION

READING OF ITEMS FOR COUNCIL AGENDA

COMMUNICATIONS

CITY ADMINISTRATOR'S COMMUNICATION

CITY ATTORNEY'S COMMUNICATION

CITY COUNCIL COMMUNICATION

ADJOURNMENT

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00148

City Council

3/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

APPROVAL TO REALLOCATE LOST IV FUNDING FOR THE BAYOU TEXAR BOAT DOCK PROJECT

RECOMMENDATION:

That City Council approve the reallocation of funds from LOST IV - East Pensacola Heights to LOST IV - Parks Boat Dock Replacement for the Bayou Texar Boat Dock Project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The purpose of the reallocation of funds is for construction services for the Bayou Texar Boat Ramp Project which needs rehabilitation due to structural deterioration that exceeds repairs.

On February 6th, bids were received for the solicitation of construction services relating to the rehabilitation. The lowest and most responsible bid received was \$87,432.00 from DKE Marine Services, Inc., a Tier 1 SBE.

Partial Funding is available within LOST IV-Parks Boat Dock Replacement in the amount of \$75,000.00. The reallocation of funds from LOST IV-East Pensacola Heights in the amount of \$29,919.00 will allow to fund the construction service contract and proceed with project.

PRIOR ACTION:

None

FUNDING:

Budget:	\$ 75,000.00	LOST IV Parks Boat Dock Replacement
	<u>29,919.00</u>	Reallocation from LOST IV East Pensacola Heights
	\$104,919.00	Total

Actual: \$ 87,432.00 Contract

17,486.40 20% Contingency
\$104,918.40 Total

FINANCIAL IMPACT:

Funding is available within the LOST IV fund in the Fiscal Year 2023 Parks and Recreation Budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/24/2023

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Bid No. 23-012 Tabulation of Bids
- 2) Bid No. Scope of Work
- 3) Bayou Texar Boat Ramp Location Map

PRESENTATION: No

TABULATION OF BIDS

BID NO: 23-012

TITLE: BAYOU TEXAR BOAT RAMP

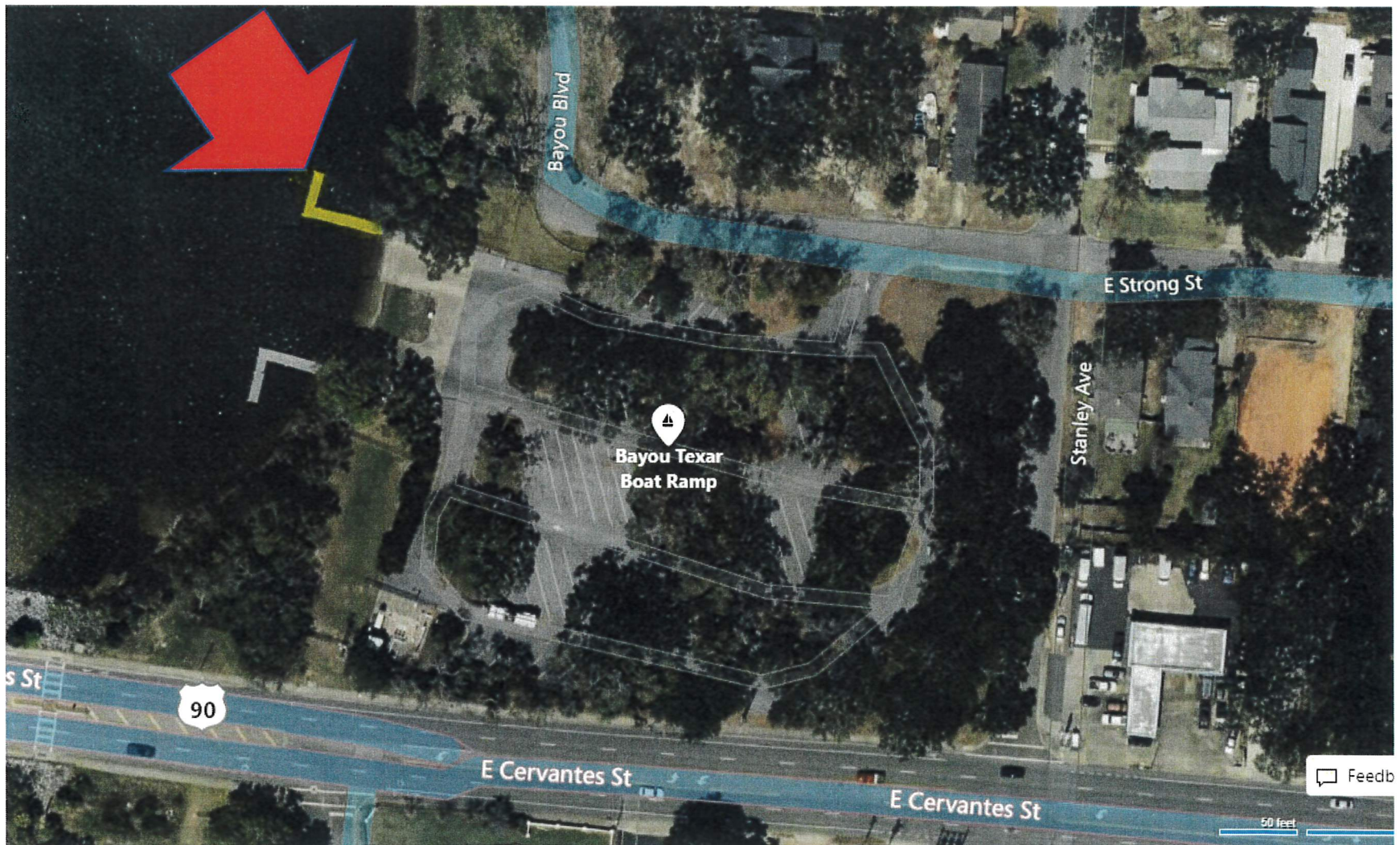
SUBMITTALS DUE: February 6, 2023	DKE MARINE SERVICES, INC.	GULF MARINE CONSTRUCTION, INC.	JRM CONSTRUCTION GROUP, INC.
DEPARTMENT: Parks & Recreation	Pensacola, FL	Pensacola, FL	Pace, FL
Base Bid	\$87,432.00	\$125,665.00	\$165,000.00

**SCOPE OF WORK
BAYOU TEXAR BOAT RAMP
2700 Cervantes Street
Pensacola, Florida**

- Remove and dispose of existing walkways, benches, decking, stringers, and crossmembers. Retrieve used sheet pile from the water and re-use.
- Re-use existing pilings sheet pile wall. Any new sheet piling required is considered part of the scope.
- Install new white cone piling caps and white rub strips or rubber boat bumpers.
- Replace inside stringers and blocking with 2"x 8" pressure-treated lumber 12" on center.
- Install Stainless Steel hurricane clips. 304 stainless.
- Install 5/4" x 6" (MoistureShield, Timer Tech or equivalent) composite decking with 2.5" stainless-steel deck screws.
- Replace outer stringers with 2"x10" pressure treated lumber. Installed with (2) 3/4" Stainless Steel bolts and washers per piling.
- Walkways will start at the top of the concrete ramp. New pilings will be installed every 6' down the ramp edge to prevent vehicle damage to the walkways.
- Replace handrails in kind with 4"x4" posts and composite rail (MoistureShield, Timer Tech or equivalent) secured with Stainless steel fasteners.
- Contractor to furnish all labor, materials, and equipment to complete work
- Contractor is to provide a one-year warranty on all workmanship.
- Obtain a certificate of proof of liability insurance (\$1,000,000) and workers' compensation with the City of Pensacola named additional insured as a certificate holder. (See detailed requirements.)
- Contractor is responsible for all necessary permits as required by City, State, and Federal mandates.

Work must be completed by May 1st, 2023.

BAYOU TEXAR BOAT RAMP





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00163

City Council

3/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

HURRICANE SALLY CATHODIC PROTECTION REPAIRS BID ALTERNATE

RECOMMENDATION:

That City Council award the contract bid alternate to Hewes and Company LLC, the lowest and best responsible bidder, for a base price of \$275,000 plus 10% contingency in the amount of \$27,500.00 for a total contract price of \$2,596,000.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

As a result of Hurricane Sally, the cathodic protection systems for the steel bulkhead seawalls for the City of Pensacola were damaged and require repairs. Locations include: Commendencia Slip Seawall Waterside, Plaza de Luna Park Seawall Waterside, Palafox Marina Seawall Waterside, Baylen Street Marina Seawall Waterside, and Community Maritime Park Seawall Waterside.

The contract for Bid #22-045 for Hurricane Sally Cathodic Protection Project was awarded to Hewes and Company, LLC in September 2022. Part of the bid package contained an alternate for additional cost to remove and replace the Cathodic Protection System, beyond the base scope removal and replacement, should it be found after the start of repairs that greater than 10% of the system was inoperable. Per our approved scope of work with FEMA, if greater than 10% is found to be inoperable, the entire system will be replaced.

Since this is considered a large project by FEMA and the alternate adheres to the scope outlined in the Project Worksheet (PW), it is expected that the additional cost will be covered by FEMA.

PRIOR ACTION:

September 15, 2022 - The City Council approved as amended the request to award Bid# 22-045 to Hewes and Company, LLC with a base bid of \$2,085,000.00 plus 10% contingency in the amount of \$208,500.00 with a total actual budget of \$2,379,250.00.

FUNDING:

Budget: \$ 2,419,875.00 Federal FEMA 90% Funding - Natural Disaster Fund
\$134,437.50 State FDEM 5% Funding - Natural Disaster Fund
\$134,437.50 City of Pensacola 5% Funding
\$ 2,688,750.00

Actual: \$ 2,085,000.00 Contract
\$208,500.00 10% Contingency
\$275,000.00 Bid Alternate
\$27,500.00 10% Bid Alternate Contingency
\$87,750.00 Construction Management/Engineering (estimate)
\$5,000.00 Misc. (estimate)
\$ 2,688,750.00

FINANCIAL IMPACT:

FEMA has obligated a Project Worksheet (PW) in the amount of \$2,010,354 with 90% provided by the Federal Emergency Management Agency (FEMA), 5% provided by the Florida Division of Emergency Management (FDEM) and the remaining 5% from the City of Pensacola. At the end of Fiscal Year 2022, \$2.55 million of Fund Balance within the General Fund was assigned to ensure the City has sufficient funds for the required 5% match for Hurricane Sally projects. Since this is a large project, upon closeout the City will request additional funds from FEMA and FDEM based on actual project cost.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/23/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Amy Tootle, Director - Public Works and Facilities Department

ATTACHMENTS:

- 1) Report of Council Action dated 9/15/22
- 2) Contract Schedule of Prices

PRESENTATION: No



Legislation Details (With Text)

File #: 22-00800 **Version:** 1 **Name:**
Type: Legislative Action Item **Status:** Passed
File created: 7/27/2022 **In control:** City Council
On agenda: 9/15/2022 **Final action:** 9/15/2022
Enactment date: **Enactment #:**
Title: HURRICANE SALLY CATHODIC PROTECTION REPAIRS
Sponsors: Grover C. Robinson, IV
Indexes:
Code sections:
Attachments: 1. Bid Final Vendor Reference List, 2. Bid22045 CathodicProtection Repairs - Tabulation of Bids

Date	Ver.	Action By	Action	Result
9/15/2022	1	City Council	Approved as Amended	Pass
9/12/2022	1	Agenda Conference	Placed on Regular Agenda	Pass

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

HURRICANE SALLY CATHODIC PROTECTION REPAIRS

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

As a result of Hurricane Sally, the cathodic protection systems for the steel bulkhead seawalls for the City of Pensacola were damaged and require repairs. Locations include: Commendancia Slip Seawall Waterside, Plaza de Luna Park Seawall Waterside, Palafox Marina Seawall Waterside, Baylen Street Marina Seawall Waterside, and Community Maritime Park Seawall Waterside.

Bids came in higher than the original Project Worksheet (PW) amount. Since this is considered a large project by FEMA, it is expected that the additional cost will be covered by FEMA, provided that the work completed adheres to the scope outlined in the PW.

PRIOR ACTION:

NA

FUNDING:

Budget:	\$2,141,325.00	Federal FEMA 90% Funding - Natural Disaster Fund
	118,962.50	State FDEM 5% Funding - Natural Disaster Fund
	<u>118,962.50</u>	City of Pensacola 5% Funding
	\$2,379,250.00	TOTAL
Actual:	\$2,085,000.00	Contract
	208,500.00	10% Contingency
	80,750.00	Construction Management/Engineering (estimate)
	<u>5,000.00</u>	Misc. (estimate)
	\$2,379,250.00	TOTAL

FINANCIAL IMPACT:

FEMA has obligated a PW in the amount of \$2,010,354 with 90% provided by the Federal Emergency Management Agency (FEMA), 5% provided by the Florida Division of Emergency Management (FDEM) and the remaining 5% from the City of Pensacola. At the end of Fiscal Year 2022, \$2.55 million of Fund Balance within the General Fund was assigned to ensure the City has sufficient funds for the required 5% match for Hurricane Sally projects. Since this is a large project, upon closeout the City will request additional funds from FEMA and FDEM based on actual project cost.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

NA

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator - Community Development
Amy Tootle, Director - Public Works & Facilities Department
James W. Cook, Assistant Director - Public Works & Facilities Department

ATTACHMENTS:

- 1) Bid Final Vendor Reference List
- 2) Bid22045 Cathodic Protection Repairs - Tabulation of Bids

PRESENTATION: No

QUANTITY SHEET

SCHEDULE OF PRICES		
ITEM	DESCRIPTION	AMOUNT
1	Mobilization	\$ <u>95,000.00</u>
2	Commendencia Slip Seawall Waterside Repairs	\$ <u>325,000.00</u>
3	Luna Park Seawall Waterside Repairs	\$ <u>275,000.00</u>
4	Palafox Marina Seawall Waterside Repairs (Base)	\$ <u>50,000.00</u>
5	Baylen Street Marina Seawall Waterside Repairs	\$ <u>360,000.00</u>
6	Community Maritime Park Seawall Waterside Repairs	\$ <u>975,000.00</u>
7	Demobilization	\$ <u>5,000.00</u>
TOTAL BID		\$ <u>2,085,000.00</u>

Optional Prices: These optional prices will not be considered in the award of the project. The project award will be based solely on the TOTAL BID price indicated above.

4a	Additional Cost to Remove and Replace the Cathodic Protection System, Beyond the Base Scope Removal and Replacement of the Rectifier, Positive Header Cables and Junction Boxes (per paragraph 2.1.2 of Scope Section of Technical Specification)	\$ <u>275,000.00</u>
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By: Henry G. Saam
Authorized Representative (Please Print)

Title: Vice - President

Signature: 

THIS FORM MUST BE INCLUDED IN SUBMITTAL.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00205

City Council

3/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

AWARD OF BID # 23-007 2023 SIDEWALK CONNECTIVITY PROJECT

RECOMMENDATION:

That City Council award the contract for Bid # 23-007, 2023 Sidewalk Connectivity Project to Site & Utility, LLC of Pensacola, Florida, the lowest and best responsible bidder, for a base price of \$182,378.00, plus 10% contingency in the amount of \$18,238.00 for the total contract price of \$200,616.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The purpose of this project is to provide continued ADA-compliant sidewalk connectivity and improve walkability throughout the City. The City website contains the City-wide ADA sidewalk survey. Within this survey, areas in which there were "gaps" in the sidewalk were identified. This lack of connectivity creates a hindrance for both our disabled pedestrians as well as our able-bodied pedestrians alike. This project has identified those "gaps" in the sidewalks and will fill them in with new sidewalks. The map depicting the gaps to be addressed in this project is attached to this item.

PRIOR ACTION:

None.

FUNDING:

Budget:	\$210,858.00	LOST IV GENERAL ADA IMPROVEMENTS
Actual:	\$182,378.00	Construction Cost- Base Bid
	\$ 18, 237.80	Required Contingency
	\$ 10,030.79	Engineering Allocations (Inspections & Project (Management))

\$210,646.59

Total Need to Award Project

Click or tap here to enter text.

FINANCIAL IMPACT:

The total budget for this project is \$210,858.00. City Council previously approved Local Option Sales Tax Series IV funds for General ADA Sidewalk Improvements.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/23/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, City Administrator- Community Development
Amy Tootle, Director of Public Works & Facilities

ATTACHMENTS:

- 1) Bid Tabulation
- 2) Final Vendor Reference List
- 3) Map

PRESENTATION: No

TABULATION OF BIDS

BID NO: 23-007
TITLE: 2023 SIDEWALK CONNECTIVITY PROJECT

Submittals Due: February 15, 2023 2:30 P.M. Department: Engineering	SITE & UTILITY, LLC Pensacola, FL	JRM CONSTRUCTION GROUP, INC. Pace, FL	CWR CONTRACTING, INC. Pensacola, FL	CHIVERS CONSTRUCTION, INC. Cantonment, FL	AJ GENERAL CONSTRUCTION SERVICES, INC. Dover, FL	LAS CONTRACTOR CORP Tampa, FL	BEAR GENERAL CONTRACTORS Pensacola, FL
Base Bid	\$182,378.00	\$199,183.50	\$274,967.00	\$283,144.00	\$390,443.72	\$398,390.00	\$484,113.67

Submittal Due Date: 02/15/23

Bid No.: 23-007

**FINAL VENDOR REFERENCE LIST
2023 SIDEWALK CONNECTIVITY PROJECT
ENGINEERING**

Vendor Name	Address	City	St	Zip Code	SMWBE
00463 A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	
06754 AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
08547 AJ GENERAL CONSTRUCTION SVCS	5415 SHAKESPEARE DRIVE	DOVER	FL	33527	
07749 ALL PHASE CONSTRUCTION OF NW FL LLC	5340 BRIGHT MEADOW RD	MILTON	FL	32570	Y
07176 ATLAS BUILDERS GROUP	4366 AVALON BLVD	MILTON	FL	32583	
08104 BCK SPECUALTIES INC	1709 ANTIBES CIR	GULF BREEZE	FL	32563	
06978 BEAR GENERAL CONTRACTORS LLC	1216 N PALAFOX ST STE A	PENSACOLA	FL	32501	
03699 BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
03806 BIGGS CONSTRUCTION CO INC	2510 NORTH PACE BOULEVARD	PENSACOLA	FL	32505	Y
05345 BIRKSHIRE JOHNSTONE LLC	PO BOX 30580	PENSACOLA	FL	32503	
06501 BKW INC	8132 PITTMAN AVE	PENSACOLA	FL	32534	Y
07052 BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
02285 BROWN CONSTRUCTN OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
07863 C W ROBERTS CONTRACTING INC	4375 MCCOY DRIVE	PENSACOLA	FL	32503	
04204 CHAVERS CONSTRUCTION INC	801 VIRECENT ROAD	CANTONMENT	FL	32533	
04965 CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6810 FIELDS LANE	PENSACOLA	FL	32505	Y
07047 CRUZ, SHAWN C DBA COASTAL PROPERTY PREPARATION LLC	5700 ALMAX COURT	PENSACOLA	FL	32506	
03355 D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	Y
07060 D+B BUILDERS	670 MOLINO ROAD	MOLINO	FL	32577	
00705 DAVIS MARINE CONSTRUCTION INC	8160 ASHLAND AVENUE	PENSACOLA	FL	32534	Y
06587 ECSC LLC	8400 LITLE JOHN JUNCTION	NAVARRE	FL	32566	Y
04994 EMERALD COAST CONSTRUCTORS INC	9425 WANDA DR	PENSACOLA	FL	32514	
04852 EMPIRE BUILDERS GROUP INC	3217 TALLSHIP LANE	PENSACOLA	FL	32526	Y
07270 EVAN CHASE CONSTRUCTION INC	2991 SOUTH HIGHWAY 29	CANTONMENT	FL	32533	Y
03203 EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
05517 FLORIDA CONCRETE CONCEPTS INC	4432 ALANTHUS STREET	MILTON	FL	32583	
074355 GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
05049 GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
00428 GREENHUT CONSTRUCTION COMPANY	23 SOUTH A STREET	PENSACOLA	FL	32501	
05871 GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW RD	MILTON	FL	32583	Y
06345 GSI CONSTRUCTION CORP INC	2993 WALLACE LAKE ROAD	PACE	FL	32571	Y
00059 GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
04410 GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	Y
06956 GULF COAST INDUSTRIAL CONSTRUCTION LLC	12196 HWY 89	JAY	FL	32565	Y
074827 GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
01735 GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	
03666 H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	

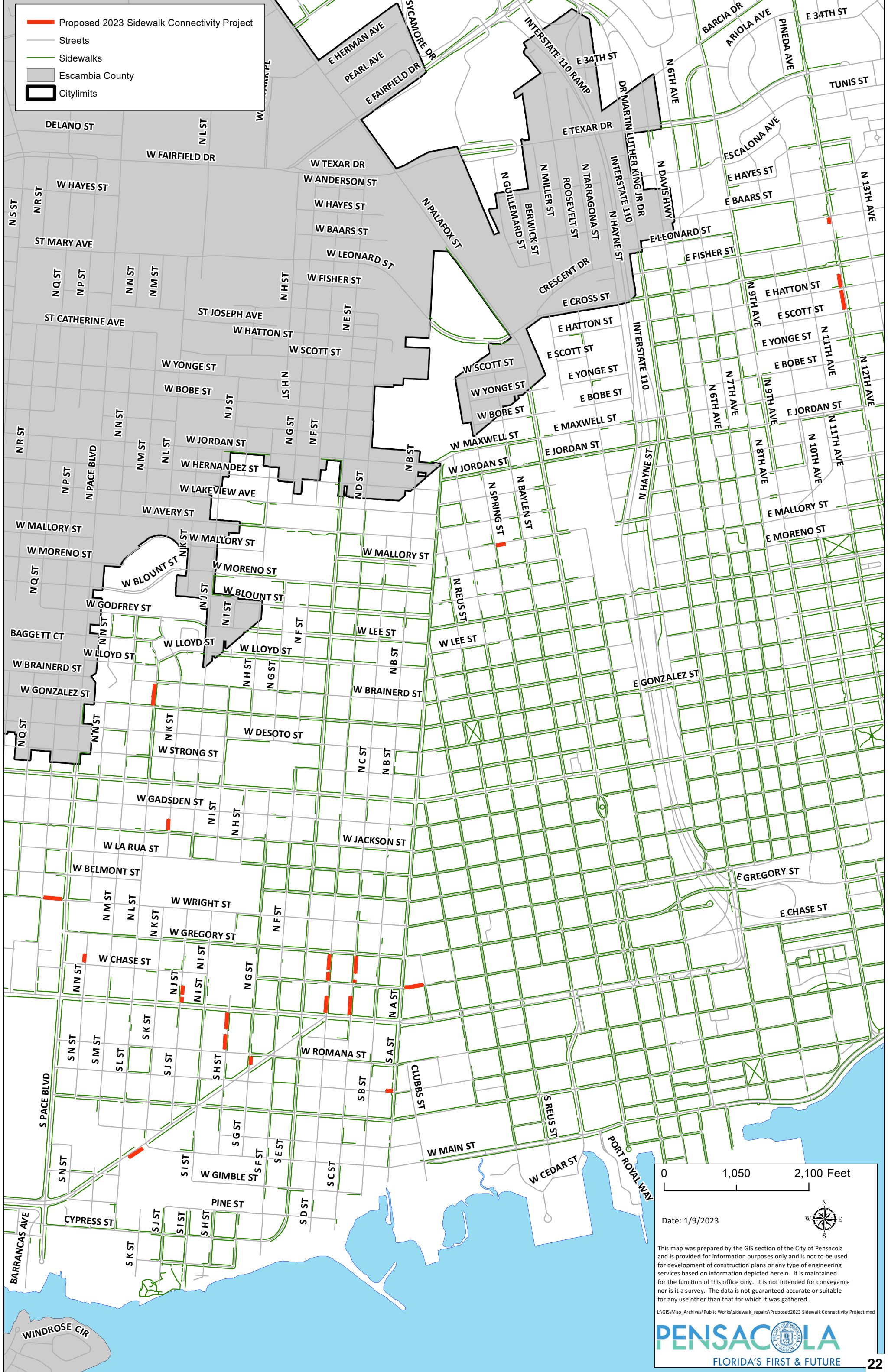
Submittal Due Date: 02/15/23

Bid No.: 23-007

**FINAL VENDOR REFERENCE LIST
2023 SIDEWALK CONNECTIVITY PROJECT
ENGINEERING**

Vendor Name	Address	City	St	Zip Code	SMWBE
07038 HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	
08065 HARRIS INMAN CONSTRUCTN CO INC	3583 LAGUNA COURT	GULF BREEZE	FL	32563	
04471 HENRY HAIRE BUILDING & DEVELOPMENT INC	6341 HIGHWAY 90 STE B	MILTON	FL	32570	
02297 INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y
06724 JAMES RICH BUILDERS INC	7049 WEATHERWOOD DRIVE	PENSACOLA	FL	32506	
07156 JOSEPH BRIDGES DBA JOE'S LINE UP	222 EHRMANN ST	PENSACOLA	FL	32507	
08539 JRM CONSTRUCTION GROUP INC	4617 HEATHERWOOD WAY	PACE	FL	32571	
03631 LAS CONTRACTING CORP	13701 N NEBRASKA AVE STE 102	TAMPA	FL	33613	
06816 LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
07649 LTS CONSTRUCTION LLC	4771 BAYOU BLVD #290	PENSACOLA	FL	32503	Y
08179 LYNN, STEVEN W MCCULLOUGH AND SON	1104 FRETZ STREET	PENSACOLA	FL	32534	
02160 MANGUM, RON DBA RESIDENTIAL RENOVATION COMPANY INC	6299 WINDWOOD DRIVE	PENSACOLA	FL	32504	
07066 MCDELT, LLC	4675 BALMORAL DRIVE	PENSACOLA	FL	32504	Y
01621 NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
00272 PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
060344 PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
05502 PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	Y
07317 PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
01830 R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	
04967 RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
00168 RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
03188 ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	
06545 SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	
01145 SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
02806 THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	
00248 UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	
03031 W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
03044 WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	Y
02172 WHITESELL-GREEN INC	P O BOX 2849	PENSACOLA	FL	32513	
06921 YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 67



Proposed 2023 Sidewalk Connectivity Project

Streets

Sidewalks

Escambia County

Citylimits

01,0502,100 Feet

Date: 1/9/2023

N

S

E

W

PENSACOLA

FLORIDA'S FIRST & FUTURE

L:\GIS\Map_Archives\Public Works\sidewalk_repairs\Proposed2023 Sidewalk Connectivity Project.mxd

22



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00178

City Council

3/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Vice President Casey Jones

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE PRESIDENT CASEY JONES - DISTRICT 3

RECOMMENDATION:

That City Council approve funding of \$1,000 for Bluffline, Inc. from the City Council Discretionary Funds for District 3.

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 Bluffline is a grassroots effort to reconnect Pensacola Residents with their environment and each other by building a public greenway from Scenic Bluffs to Jackson Lakes in West Pensacola. The Bluffline route would begin at the Chimney Park and travel southwest along the Scenic Bay Bluffs Corridor and then merge downtown with the Pensacola Waterfront Framework Plan before continuing west through Brownsville and, finally, terminating at the Jackson Lakes bluff system, a 55 acre parcel of county-owned land that includes three large, freshwater lakes and an impressive bluff system. Funding will be used as an infusion of funds to help kickstart their communications and fundraising efforts in 2023.

PRIOR ACTION:

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

FUNDING:

Budget:	\$32,367	Current Balance - District 3 Discretionary Funds
Actual:	\$ 1,000	Bluffline, Inc.

FINANCIAL IMPACT:

A balance of \$32,367 is currently within the District 3 Discretionary Fund Account. Upon approval by City Council, a balance of \$31,367 will remain in the District 3 Discretionary Fund 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 #: 23-00189

City Council

3/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Teniadé Broughton

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER TENIADE BROUGHTON - DISTRICT 5

RECOMMENDATION:

That City Council approve funding of \$200 for Thoroughly Immersed, Inc. from the City Council Discretionary Funds for District 5.

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.

Thoroughly Immersed, Inc. is deeply committed to easing burdens and eliminating barriers for educators in Escambia and Santa Rosa Counties. In the past, Thoroughly Immersed, Inc. has adopted Warrington Middle School and Bagdad Elementary School. They have provided over \$3,000 worth of school supplies towards a successful school year to the educators of Warrington Middle and Bagdad Elementary Schools. They have provided funding to acknowledge the "Academic Influencers" in the school system by sponsoring a meal to Ruby Tuesday on Pine Forest Road and they have provided over \$4,000 worth of school and classroom supplies for over 20 individual educators in Escambia and Santa Rosa Counties. Funding will be used to further their mission.

PRIOR ACTION:

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

FUNDING:

Budget:	\$ 14,502	Current Balance District 5 Discretionary Funds
Actual:	\$ 200	Thoroughly Immersed, Inc.

FINANCIAL IMPACT:

A balance of \$14,502 is currently within the District 5 Discretionary Fund Account. Upon approval by City Council, a balance of \$14,302 will remain in the District 5 Discretionary Fund 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 #: 23-00211

City Council

3/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jennifer Brahier

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER JENNIFER BRAHIER - DISTRICT 1

RECOMMENDATION:

That City Council approve funding of \$2,000 to Hope Above Fear from the City Council Discretionary Funds for District 1.

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.

Hope Above Fear, Inc. was established as a non-profit corporation on January 1, 2023 to bring awareness to the lack of drug addiction services offered to adolescents. Their mission is to assist with obtaining inpatient rehabilitation for adolescents ages 13 - 17 and empower teens to rewrite their stories by replacing Fear with Hope. Funding will be used to assist with their mission dealing with the opioid issue.

PRIOR ACTION:

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

FUNDING:

Budget: \$19,035 Current Balance - District 1 Discretionary Funds

Actual: \$ 2,000 Pensacola Hope Above Fear, Inc.

FINANCIAL IMPACT:

A balance of \$19,035 is currently within the District 1 Discretionary Fund Account. Upon approval by City Council, a balance of \$17,035 will remain in the District 1 Discretionary Fund 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 #: 23-00220

City Council

3/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Allison Patton

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER ALLISON PATTON - DISTRICT 6

RECOMMENDATION:

That City Council approve funding of \$500 to the Lamplighter Academic and Mentoring Program from the City Council Discretionary Funds for District 6.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with 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 Lamplighter Academy and Mentoring Program, Inc. 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. Funding will be used towards their mission.

PRIOR ACTION:

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

FUNDING:

Budget: \$18,822.68 District 6 Discretionary Funds

Actual: \$ 500.00 Lamplighter Academy and Mentoring Program, Inc.

FINANCIAL IMPACT:

A balance of \$18,822.68 remains within the District 6 Discretionary Fund Account. Upon approval by

City Council, a balance of \$18,322.68 will remain in the District 6 Discretionary Fund 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 #: 23-00166

City Council

3/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND THE DOWNTOWN IMPROVEMENT BOARD EXPANDING THE PALAFOX MARKET WITHIN PLAZA FERDINAND

RECOMMENDATION:

That City Council approve an Interlocal Agreement between the City of Pensacola and the Downtown Improvement Board (DIB) expanding the Palafox Market within Plaza Ferdinand. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the Interlocal Agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter. Finally, the City Council adopt a Supplemental Budget Resolution appropriating the contribution from the Downtown Improvement Board towards the upgrades at Plaza Ferdinand.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Interlocal Agreement between the City of Pensacola and Downtown Improvement Board details the roles and responsibilities between the two parties regarding the expansion of the Palafox Market within Plaza Ferdinand.

The Palafox Market provides an opportunity for local vendors to sell locally crafted goods, artwork, and foods to the general public and has become an important feature and amenity to those citizens visiting, living and working in the DIB district. The citizens of Pensacola and its visitors will benefit from expanding the Palafox Market to Plaza Ferdinand through increased patronage of commercial establishments such as restaurants, stores, cafes, and other facilities due to increased pedestrian traffic on Palafox Place and surrounding roadways, because of the addition of Palafox Market to Plaza Ferdinand. Palafox Market situated in Plaza Ferdinand will be designed to accommodate the maximum of eight-six (86) booths along the sidewalks contained within the Plaza and pedestrian traffic will be limited to those interior sidewalks.

To provide for adequate electrical capacity to accommodate for the Palafox Market expansion, the City and Downtown Improvement Board agree to reimbursement of City funding for upgrades to the Plaza Ferdinand electrical system. The upgrades will include full re-wiring of the entire electrical system, repairing all existing power pedestals, installation of at least seven (7) new power pedestals,

and replacing existing fountain lights with new “in-fountain” color changing lights. The total cost for the upgrades is estimated at \$90,000.00. The City will fund and oversee construction of the upgrades and submit a reimbursement invoice with all applicable receipts to the Downtown Improvement Board upon completion of the upgrades. The Downtown Improvement Board shall reimburse the City within 90 days of receipt of the reimbursement invoice at an amount of \$50,000.00.

This item was submitted prior to the Downtown Improvement Board considering the Interlocal Agreement. The Downtown Improvement is scheduled to consider the Interlocal Agreement at its February 28, 2023 regular meeting.

PRIOR ACTION:

February 9, 2023 - City Council voted to approve Proposed Ordinance No. 07-23 on first reading.

February 23, 2023 - City Council adopted Ordinance No. 07-23 on second reading.

FUNDING:

Budget: \$ 50,000.00 Downtown Improvement Board
40,000.00 Parks & Recreation Budget
\$ 90,000.00

Actual: \$ 90,000.00 Estimated Upgrades - Plaza Ferdinand

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the Downtown Improvement Board's \$50,000 contribution towards the upgrades at Plaza Ferdinand. The remaining \$40,000 will be found within the Parks & Recreation's Fiscal Year 2023 Operating Budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/28/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Adrian Stills, Parks and Recreation Director
Tonya Byrd, Assistant Parks and Recreation Director

ATTACHMENTS:

- 1) Interlocal Agreement with Downtown Improvement Board
- 2) Exhibit A - Placement of Vendor Booths
- 3) Supplemental Budget Resolution No. 2023-015
- 4) Supplemental Budget Explanation No. 2023-015

PRESENTATION: No

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF
PENSACOLA, FLORIDA, AND THE PENSACOLA DOWNTOWN
IMPROVEMENT BOARD REGARDING PLAZA FERDINAND**

THIS AGREEMENT ("AGREEMENT") is made and entered into as of _____ day of _____, 2023, by and between the City of Pensacola, Florida, a municipal corporation of the State of Florida (hereinafter referred to as the "City"), with administrative offices located at 222 West Main Street, Pensacola, Florida 32502 and the Pensacola Downtown Improvement Board of Pensacola, Florida, a public body corporate and politic of the State of Florida (hereinafter referred to as the "DIB"), with administrative offices at 226 South Palafox Street, Suite 106, Pensacola, Florida 32502 (each being at times referred to as a "party" or "parties").

WITNESSETH:

WHEREAS, the parties have legal authority to provide amenities within their respective jurisdictions; and

WHEREAS, the parties are authorized by §163.01, Florida Statutes, to enter into Interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

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

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

WHEREAS, Palafox Market is an ongoing activity of the DIB which provides the opportunity for local vendors to sell locally crafted goods, foods, and works of art to the general public; and

WHEREAS, Palafox Market is currently being operated at Martin Luther King Jr. Plaza and the citizens of Pensacola and its visitors will benefit from expanding the Palafox Market to Plaza Ferdinand.

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

Article 1: Purpose

1.1 Purpose.

The recitals contained in the preamble of this AGREEMENT are declared to be true and correct and are hereby incorporated into this AGREEMENT.

Article 2: Project

2.1 Description.

Palafox Market shall be operated within the boundaries of Plaza Ferdinand as defined in Section 6-3-12, Code of City Ordinances. Additionally, a conceptual drawing of the placement of vendor booths within Plaza Ferdinand is attached as Exhibit A to this AGREEMENT.

2.2 Project Administration.

DIB, in consultation and cooperation with City, shall be responsible for and shall oversee the administration of Palafox Market. In addition, DIB shall name a lead person who will be available during the hours of operation of Palafox Market to address issues, occurrences, and other circumstances that require on site supervision and decision-making. DIB shall allow representatives of City, including City law enforcement and code enforcement officers, access to Palafox Market at all reasonable times necessary for inspection and other public purposes. City retains the right to disallow any specific activity which it deems to be contrary to the best interests of City and shall notify DIB of such disallowance in writing.

2.3 Repairs to Plaza Ferdinand.

To provide for adequate electrical capacity to accommodate for the Palafox Market expansion, the City and DIB agree to reimbursement of City funding for upgrades to the Plaza Ferdinand electrical system. The upgrades will include full re-wiring of the entire electrical system, repairing all existing power pedestals, installation of at least seven (7) new power pedestals, and replacing existing fountain lights with new "in-fountain" color changing lights. The total cost for the upgrades is estimated at \$90,000.00. The City will fund and oversee construction of the upgrades and submit a reimbursement invoice with all applicable receipts to the DIB upon completion of the upgrades. The DIB shall reimburse the City within 90 days of receipt of the reimbursement invoice at an amount of \$50,000.00.

In addition to and separate from the electrical upgrades, DIB is responsible for all repairs to structures and grounds for damage occurring during the hours of

operation of Palafox Market. For damages valued at less than one-thousand dollars (\$1,000), DIB may make the repairs. Should repairs require sums to be expended greater than one-thousand dollars (\$1,000), City shall repair and submit to DIB an invoice for the reasonable costs of repair or remediation.

2.4 Clean-Up.

DIB shall maintain Palafox Market in a neat and orderly manner. DIB shall be responsible for cleaning sidewalks and removing all trash and litter after each Palafox Market event. Such clean-up and removal of trash and litter shall occur no later than two (2) hours after closing of Palafox Market. Should DIB fail to clean-up or remove trash and litter within that time, City shall undertake cleaning and removal of trash and litter and shall submit an invoice to DIB for the costs of cleaning up and removal of trash and litter. DIB shall provide and pay for any facility maintenance which may be required for the safe operation of Palafox Market.

2.5 Vendors.

Vendors are responsible for any damage or injury caused by their operation of booths at Palafox Market and shall hold City and DIB harmless from any and all liability. No vendor shall be allowed to occupy a booth or sell goods, art work, or food at Palafox Market, unless they have executed a written hold harmless agreement in a form approved by City and DIB. DIB shall secure and maintain a hold harmless agreement from each vendor participating in Palafox Market.

2.6 Electric Power.

DIB is responsible for payment of all electric power bills and for distributing electric power to vendors during the hours of operation of Palafox Market.

2.7 Rehabilitation of Vegetation and Soil Compaction.

Upon regular intervals and as needed, DIB shall rehabilitate grasses and soil compaction, so as to ameliorate damage caused by the location of vendor booths and pedestrian traffic. Such rehabilitation of grass, tree roots, and soil compaction shall include remedial measures such as air spading and re-sodding of grasses. The area encompassed by Plaza Ferdinand shall be subject to periodic inspection by the City Parks and Recreation Department Director and by the City Arborist to determine stress to existing vegetation and to assess compaction of soil. DIB will be responsible for implementing and paying for remedial measures to rehabilitate existing vegetation and the compaction of soil based upon the recommendations of the Director and Arborist.

Article 3: General Provisions

3.1 Term and Termination.

- (a) This AGREEMENT shall become effective upon the amendment of Sections 6-3-10, 6-3-12, 6-3-15, and 6-3-19 of the City Code of Ordinances, by the City Council.
- (b) This AGREEMENT may be terminated by either party without cause upon ninety (90) days advance written notice to the other party.
- (c) City may give thirty (30) days written notice in which to hold events and activities on days and times that Palafox Market operates. Upon receiving written notice, DIB shall cease operation of Palafox Market for the date and hours specified in the notice.

3.2 Records.

The parties acknowledge that this AGREEMENT and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this AGREEMENT.

3.3 Assignment.

This AGREEMENT or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

3.4 All Prior Agreements Superseded.

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

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

3.5 Headings.

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

3.6 Survival:

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

3.7 Governing Law.

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this AGREEMENT shall be in the County of Escambia.

3.8 Interpretation.

For the purpose of this AGREEMENT, the singular includes the plural, and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This AGREEMENT shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

3.9 Severability.

The invalidity or non-enforceability of any portion or provision of this AGREEMENT shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this AGREEMENT and the balance hereof shall be construed to be enforced as if this AGREEMENT did not contain such invalid or unenforceable portion or provision.

3.10 Further Documents.

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

3.11 No Waiver.

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

3.12 Notices.

All notices required or made pursuant to this AGREEMENT by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

TO THE CITY

City Administrator
222 West Main Street
Pensacola, FL 32502

TO THE DIB

Executive Director
226 South Palafox Suite 106
Pensacola, FL 32502

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

3.13 Liability.

The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The City and DIB, as public agencies of the State of Florida as defined in §768.28, Florida Statutes, agree to be fully responsible for their individual negligent acts or omissions or tortious acts which result in claims or suits against the other party and agree to be fully liable for any damages caused by said acts or omissions consistent with the limits of liability set forth in §768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity, and nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this AGREEMENT.

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

3.14 Insurance.

DIB shall be required to provide City with a Certificate of Insurance pursuant to Section 6-3-16 of the City Code of Ordinances. The limits of liability for bodily injury and property damage, including personal injury, shall be in the sum of one million (\$1,000,000) dollars per occurrence. Such liability insurance shall include City as an additional named insured and DIB will provide City's Risk Manager with a current copy of each policy. DIB shall also provide a Certificate of Insurance in an acceptable format upon demand by City.

3.15 Relationship of Parties

DIB shall be an independent entity in the operation of Palafox Market and shall not be an agent of City. City is granting DIB the right to use Plaza Ferdinand only for the purposes of operating and conducting Palafox Market and it is not the intent of the parties that a landlord/tenant relationship be created by this AGREEMENT nor is it the intent that this AGREEMENT creates any third-party beneficiaries.

3.16 Loss Control and Safety.

DIB shall retain control over its employees, agents, servants, and vendors, as well as control over its invitees, and its activities on and about Plaza Ferdinand, including the manner in which such activities shall be undertaken. Precaution shall be exercised at all times by DIB for the protection of all persons and property. DIB shall make special effort to detect hazards and shall take prompt action to institute loss control/safety measures where such can reasonably be expected.

3.17 Execution

DIB Staff will be responsible for filing the executed agreement with the Clerk of the Court.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

CITY OF PENSACOLA, FLORIDA

Mayor, D.C. Reeves

City Clerk, Ericka L. Burnett

Legal in form and execution:

Approved as to Substance:

City Attorney

Department Director

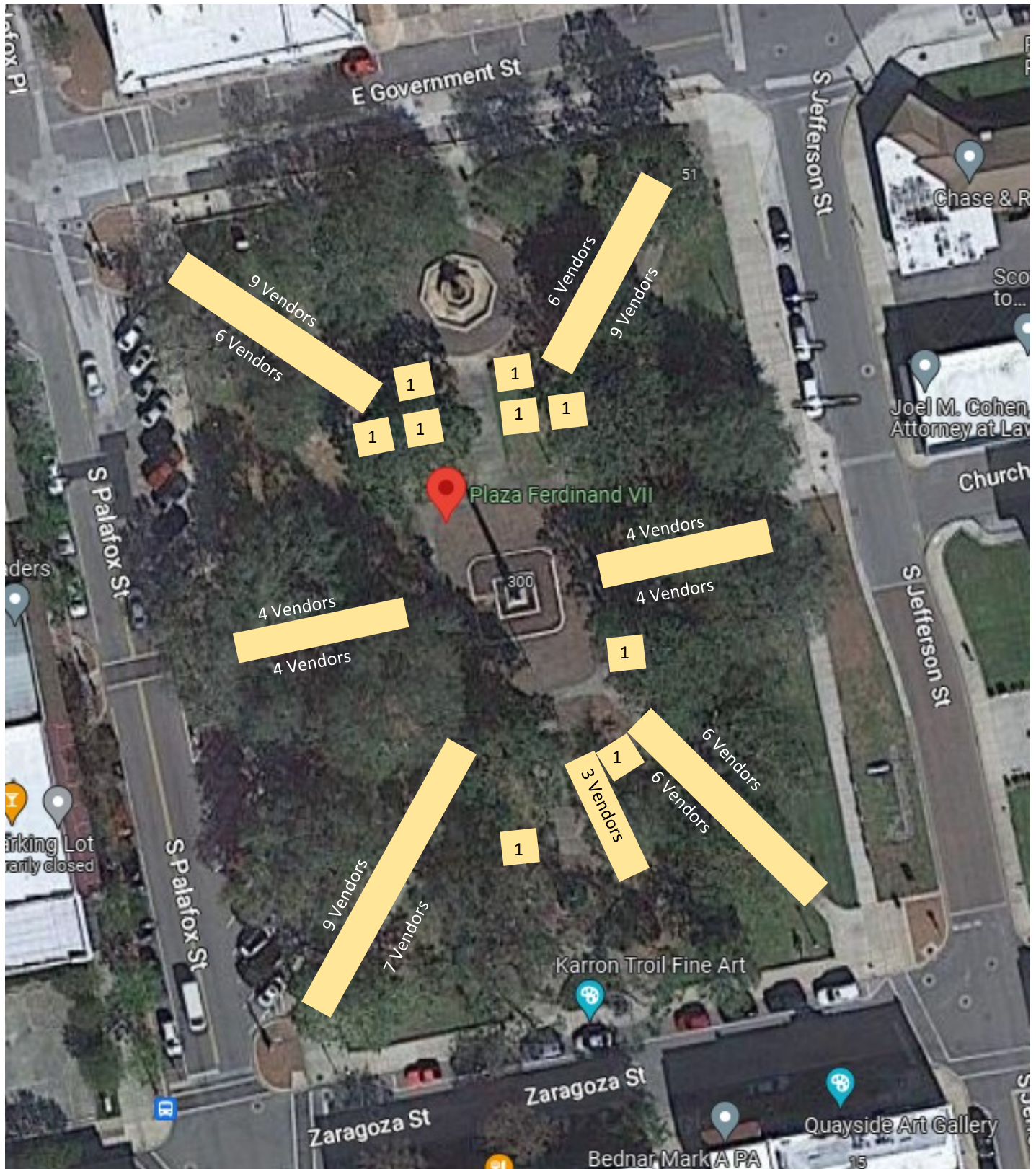
PENSACOLA DOWNTOWN IMPROVEMENT BOARD, a public body corporate and politic of the State of Florida:

By: _____
Its: _____

Date: _____

Plaza Ferdinand—Palafox Market Expansion

86 Vendor Spaces



**RESOLUTION
NO. 2023-015**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. GENERAL FUND

As Reads	Miscellaneous Revenue	475,000
Amended		
To Read:	Miscellaneous Revenue	525,000
1) Parks & Recreation		
As Reads	Operating Expenses	3,469,508
Amended		
To Read:	Operating Expenses	3,519,508

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

MARCH 2023 - SUPPLEMENTAL BUDGET RESOLUTION - DIB PLAZA FERDINAND INTERLOCAL AGREEMENT - RES NO 2023-015

FUND		AMOUNT	DESCRIPTION
SPECIAL REVENUE FUND			
Estimated Revenues			
	Miscellaneous Revenue	50,000	Increase estimated revenue -Reimbursement- Plaza Ferdinand
	Total Revenues	<u>50,000</u>	
Appropriations			
	Operating Expenses	50,000	Increasing Appropriation for Operating Expenses
	Total Appropriations	<u>50,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2023-015

City Council

3/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-015 - PLAZA FERDINAND INTERLOCAL AGREEMENT DOWNTOWN IMPROVEMENT BOARD

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2023-015

A RESOLUTION AUTHORIZING AND MAKE REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE:

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Interlocal Agreement between the City of Pensacola and Downtown Improvement Board details the roles and responsibilities between the two parties regarding the expansion of the Palafox Market within Plaza Ferdinand.

The Palafox Market provides an opportunity for local vendors to sell locally crafted goods, artwork, and foods to the general public and has become an important feature and amenity to those citizens visiting, living and working in the DIB district. The citizens of Pensacola and its visitors will benefit from expanding the Palafox Market to Plaza Ferdinand through increased patronage of commercial establishments such as restaurants, stores, cafes, and other facilities due to increased pedestrian traffic on Palafox Place and surrounding roadways, because of the addition of Palafox Market to Plaza Ferdinand. Palafox Market situated in Plaza Ferdinand will be designed to accommodate the maximum of eight-six (86) booths along the sidewalks contained within the Plaza and pedestrian traffic will be limited to those interior sidewalks.

To provide for adequate electrical capacity to accommodate for the Palafox Market expansion, the City and Downtown Improvement Board agree to reimbursement of City funding for upgrades to the Plaza Ferdinand electrical system. The upgrades will include full re-wiring of the entire electrical system, repairing all existing power pedestals, installation of at least seven (7) new power pedestals, and replacing existing fountain lights with new "in-fountain" color changing lights. The total cost for the upgrades is estimated at \$90,000.00. The City will fund and oversee construction of the upgrades and submit a reimbursement invoice with all applicable receipts to the Downtown Improvement Board

upon completion of the upgrades. The Downtown Improvement Board shall reimburse the City within 90 days of receipt of the reimbursement invoice at an amount of \$50,000.00.

This item was submitted prior to the Downtown Improvement Board considering the Interlocal Agreement. The Downtown Improvement is scheduled to consider the Interlocal Agreement at its February 28, 2023 regular meeting.

PRIOR ACTION:

February 9, 2023 - City Council voted to approve Proposed Ordinance No. 07-23 on first reading.

February 23, 2023 - City Council adopted Ordinance No. 07-23 on second reading.

FUNDING:

Budget: \$ 50,000.00 Downtown Improvement Board
 40,000.00 Parks & Recreation Budget
 \$90,000.00

Actual: \$ 90,000.00 Estimated Upgrades - Plaza Ferdinand

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the Downtown Improvement Board's \$50,000 contribution toward the upgrades at Plaza Ferdinand. The remaining \$40,000 will be found within the Parks & Recreation's Fiscal Year 2023 Operating Budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/28/2023

STAFF CONTACT:

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

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2023-015
2. Supplemental Budget Explanation No. 2023-015

PRESENTATION: No

**RESOLUTION
NO. 2023-015**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. GENERAL FUND

As Reads	Miscellaneous Revenue	475,000
Amended		
To Read:	Miscellaneous Revenue	525,000
1) Parks & Recreation		
As Reads	Operating Expenses	3,469,508
Amended		
To Read:	Operating Expenses	3,519,508

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

MARCH 2023 - SUPPLEMENTAL BUDGET RESOLUTION - DIB PLAZA FERDINAND INTERLOCAL AGREEMENT - RES NO 2023-015

FUND		AMOUNT	DESCRIPTION
SPECIAL REVENUE FUND			
Estimated Revenues			
	Miscellaneous Revenue	50,000	Increase estimated revenue -Reimbursement- Plaza Ferdinand
	Total Revenues	<u>50,000</u>	
Appropriations			
	Operating Expenses	50,000	Increasing Appropriation for Operating Expenses
	Total Appropriations	<u>50,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00207

City Council

3/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

PENSACOLA AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) TENTATIVE COLLECTIVE BARGAINING AGREEMENT

RECOMMENDATION:

That City Council ratify the Tentative Collective Bargaining Agreement between the City of Pensacola and the American Federation of State, County, and Municipal Employees (AFSCME).

HEARING REQUIRED: No Hearing Required

SUMMARY:

Contract negotiations began September 23, 2021 between the City and AFSCME which represents a sector of the City's general employees. The results of these negotiations are contained in the attached Tentative Collective Bargaining Agreement. The union membership voted and approved the agreement on February 3, 2023. The final step in the adoption of the agreement is the ratification by City Council.

PRIOR ACTION:

Memorandum of Agreement with AFSCME to provide pay increases to the members of the AFSCME bargaining unit approved by City Council September 23, 2021.

Tentative Agreement for the addition of the Juneteenth holiday to the AFSCME Collective Bargaining Agreement approved by City Council February 9, 2023.

FUNDING:

Budget: \$

Actual: \$

FINANCIAL IMPACT:

A 3% cost-of-living increase and a 2% merit increase were budgeted for all AFSCME employees as part of the FY2023 annual budget. Cost for Fiscal Year 2024 will be incorporated in their respective proposed budgets.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/27/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director
Ted Kirchharr, Human Resources Director

ATTACHMENTS:

- 1) Tentative Collective Bargaining Agreement

PRESENTATION: No

**THE
COLLECTIVE BARGAINING
AGREEMENT BETWEEN
THE CITY OF
PENSACOLA
AND
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES (AFSCME)
FLORIDA COUNCIL 79, AFL-CIO**

October 1, 2021 – September 30, 2024



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CONFIDENTIAL

ARTICLE 1

PREAMBLE

This Agreement is entered into between the City of Pensacola (the **Employer**), and AFSCME Florida Council 79, (the **Union**). The intent of the parties and purpose of this Agreement are to assure sound and mutually beneficial working and economic relationships between the parties; to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise; and to set forth basic and full agreement between the parties concerning rates of pay, wages, hours, and other terms and conditions of employment. There are and shall be no individual arrangements contrary to the terms herein provided. It is mutually understood and declared to be the public policy of the Employer and the Union to promote harmonious and cooperative relationships between the Employer and its employees and to protect the public by assuring at all times, the orderly and uninterrupted operations and functions of government.

The Union agrees to support federal, state and local laws requiring affirmative action to ensure equal employment opportunity.

ARTICLE 2
UNION RECOGNITION
AND UNION DUES
DEDUCTION

Pursuant to and in accordance with all applicable provisions of Chapter 447, Florida Statutes, the employer recognizes AFSCME Florida Council 79 as the exclusive bargaining representative for those employees in the defined bargaining unit (commonly known as the Non-professional Employees) for the purposes of bargaining collectively in the determination of the wages, hours and terms and conditions of employment of the public employees within the bargaining unit covered by Public Employee Relations Commission (PERC) Certification Number 1764.

“Employee” shall be defined to include all classified employees who are employed by the City of Pensacola, whose classifications appear on the attached **Appendix A**.

If a dispute arises and the parties are unable to reach an agreement to any matter related to this article, then either or both parties may (in addition to arbitration), submit such dispute to the Public Employees Relations Commission (PERC) for final resolution.

Deductions and Remittance

A. During the term of this Agreement, the City will deduct AFSCME membership dues in an amount established by AFSCME and certified in writing by the President of Council 79. Employee transfers or promotions within the bargaining unit shall not require the submission of new forms.

B. The dues shall be made on the employee's regular payroll basis and shall begin with the first full pay period following receipt of the authorization form. The dues shall be remitted by the City to the AFSCME State Office within thirty (30) days after deductions are made, or as soon thereafter as possible. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted. When an employee returns from an approved unpaid leave status, dues deductions shall continue if that employee has previously submitted a deduction authorization form.

C. AFSCME shall notify the City in writing of any changes in its dues at least thirty (30) days prior to the effective date of such change.

D. Insufficient Pay for Deduction. In the event an employee's salary earnings within any pay period are no sufficient to cover dues, it will the responsibility of AFSCME to collect its dues for that pay period directly from the employee.

E. Termination of Deduction. The City's responsibility for deducting dues shall terminate automatically upon either: (1) thirty (30) days written notice from the employee to the City Human Resources office revoking that employee's prior deduction authorization, (2) the termination of employment, or (3) the transfer, promotion or demotion of the employee out of the bargaining unit.

F. Indemnification. AFSCME shall indemnify, defend and hold the City, the State of Florida and their officers, officials, agents, and employees harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the Board, the State or their officers, officials, agents, and employees in complying with this Article. AFSCME shall promptly refund to the City any funds received in accordance with this Article which are in excess of the amount of deductions which the City has agreed to deduct, provided that such unauthorized dues deductions are reported to AFSCME Council 79 by the City within one hundred and twenty (120) days of the occurrence.

G. Upon request of the President of the Local, Staff Representative, Regional Director, or AFSCME Council 79 Business Office, and no more than on a quarterly basis, the City will provide a Bargaining Unit Roster at no cost to the Union. The spreadsheet will include the following fields: Employee ID, Employee Name, Home Address, Zip, Title/Position, Department Name, Hire Date, and salary rate. This information will be prepared on the basis of latest information available in the database at the time of the request. The list shall be in Excel format.

H. All forms can be completed electronically.

I. Employees who wish to withdraw membership from AFSCME may do so at any time.

Appendix .C

AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES AFSCME DUES AUTHORIZATION FORM

ARTICLE 3

UNION RIGHTS

The City and the Union recognize that it is in the best interest of both parties, the employees and the public for all relations between them to be characterized by mutual responsibility and respect, and acknowledge with this Agreement that a common interest exists and is a basis for the development of sound Union-Management cooperation to promote the business of the City and the welfare of its employees. The Union recognizes that, in consideration of the commitments undertaken by the City in this Agreement, every employee is obligated to give honest, efficient, and economical service in the performance of his or her duties. To insure that this relationship continues and improves, the City, the Union and their respective representatives will apply the terms of this Agreement fairly in accordance with its intent and meaning, and consistent with the Union's status as exclusive bargaining representative of all employees employed in the bargaining unit. Each party shall bring to the attention of all employees in the unit, including new or probationary employees, their duty to conduct themselves in a spirit of responsibility and respect. To ensure adherence to this purpose, the parties shall also make all employees aware of the measures to which they have agreed.

Employees covered by this Agreement may be represented by Union representatives when they so choose. Under the circumstances detailed below, an employee may designate no more than one Union representative to represent him or her, and that Union representative shall be allowed to utilized Union Pool Time, until such Pool Time is exhausted, to furnish the representation requested. The circumstances applicable to this paragraph are:

1. When an employee attends an investigatory and or disciplinary interview, in which any member of management questions an employee to obtain information, which could be used as a basis for discipline or asks an employee to defend his or her conduct (the exercise of Weingarten Rights).
2. To represent an employee at his or her request at the Verbal (Oral) Step of the grievance process, as set forth in the Grievance Procedure herein.
3. To represent an employee at his or her request at a Step 1, Step 2 or Step 3 meeting, as set forth in the Grievance Procedure herein.

The protracted absence or unavailability of a particular employee/Union representative may not be used as basis for an undue delay in an investigation of conduct or the processing of a grievance, and an alternative Union representative may be designated.

Nothing in the Agreement shall prevent any employee from presenting his/her own grievances without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of the collective bargaining agreement. The Union shall be sent copies of all decisions at the same time as they are sent to the other parties.

Employees in the bargaining unit shall have the right to join or refrain from joining the Union, and to engage in lawful concerted activities for the purpose of collective bargaining or negotiation or any other mutual aid and protections.

In addition to the use of Union Pool Time authorized above, the Union President

or one alternate designated by the Local Union President shall be granted Union Pool Time off from work, provided that such Pool Time has not been exhausted, for the purpose of attending to appropriate Union activities away from the workplace requiring his or her presence. The President's or alternate's use of paid leave shall be scheduled with the employee's supervisor with reasonable advanced notice, which scheduling shall not be unreasonably denied.

ARTICLE 4

MANAGEMENT RIGHTS

The Union agrees that the City has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects; and the powers or authority which the City has not expressly abridged, delegated or modified by the express provisions of this Agreement are retained by the City. The rights of the City, through its management officials, shall include, but shall not be limited to, the right to:

- determine the organization of the City government;
- determine the purpose of each of its constituent departments;
- exercise control and direction over the organization and efficiency of operations of the City;
- set standards for service to be offered to the public;
- direct the employees of the City, including the right to assign work and overtime;
- hire, examine, classify, promote, train, transfer, assign and schedule employees in positions with the City;
- suspend, demote, discharge, or take other disciplinary action against employees for just cause;
- increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds;

- determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchases;
- establish, modify, combine or abolish job pay positions; and
- change or eliminate existing methods of operations, equipment or facilities.

The City has the sole authority to determine the purpose and mission of the City, and to prepare and submit budgets to be adopted by the City Council.

The exercise of such rights shall not preclude the Union from raising grievances, should decisions of the above matters have the practical consequence of violating the terms and conditions of this Collective Bargaining Agreement.

Nothing contained herein shall be construed to constitute a waiver by the Union of its right to negotiate over the impact of managerial decisions on all terms and conditions of employment.

ARTICLE 5

AFSCME ACTIVITIES

5.1 Union Pool Time

The Employer will grant four hundred (400) hours annually for use as AFSCME Pool Time. The total Pool Time may exceed four hundred (400) hours by employee contributions to this Pool.

This time shall be used for the purpose of attending or handling a grievance meeting, negotiating session or arbitration; or attending AFSCME functions. Approval of such time shall be authorized by the AFSCME President, First Vice- President, Second Vice-President, or Secretary. Time will be charged in increments of one-half (1/2) hour. AFSCME may rollover not more than a total of two hundred (200) unused hours to a subsequent contract. The employee that is to be off shall furnish an authorized request from AFSCME to his or her immediate supervisor, with reasonable advanced notice. This request will then be forwarded to the Department Director/Administrator, who shall then forward the request to the Human Resources Director for approval. Employees wishing to utilize this benefit are to use the established Union Pool Time Leave Request Form which will be available through the Human Resources Website, and shall also attach formal documentation from the Union for the meeting/function/activity causing the need for leave. It will be the responsibility of the Union to ensure that all their members are properly informed of activities, and that the proper steps are taken in order to be granted Union Pool Leave in order to participate in said activity.

Employees receiving the Pool Time leave will be awarded leave hours based on the “cash value” of the leave.

For purposes of negotiations, once the Union has informed the Human Resources Director who the negotiating members will be on behalf of the Union, the Human Resources Director will then inform management staff of these employees participation in the process. It will still be the responsibility of the Union Representatives to follow the proper protocol in requesting Union Pool Time for each negotiation session they wish to be considered for authorization to attend.

5.2 Special Meetings

The City and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, or other subjects mutually agreed to, but it is understood that these special meetings shall not be used to renegotiate this agreement. Such special meetings shall be held within ten (10) calendar days of the receipt of the written request and at time and place mutually agreeable to the parties. The Union shall have the right at these special meetings to recommend to the Chief Labor Relations Officer or his/her designee resolutions to items discussed.

5.3 New Employee Orientation

AFSCME shall be permitted to have an approved packet of printed material included in the packets provided to new employees at the Human Resources New Employee Orientation meeting. The City will provide AFSCME with a schedule of orientation meeting dates and times. At the conclusion of the City's

orientation, AFSCME may present membership materials to employees who voluntarily wish to attend.

5.4 Representatives Access:

Officials of the Union, may, with proper authorization, which will not be unreasonably withheld, be admitted to the property of the Employer. Union Officials shall be able to talk with employees before or after regular working hours or during unpaid lunch hours of said employees on Employer property in areas mutually agreed on by the Union and the Employer.

ARTICLE 6
BULLETIN BOARDS

Section 1. The City agrees to provide space for the Union to erect, at the Union's expense, one bulletin board, not to exceed thirty-six inches (36") by thirty-six inches (36"), in the break rooms in the following locations:

Pensacola International Airport

Pensacola Energy

Field Service Center

Sanitation Services

Garage

In addition, the City shall provide in-boxes for the Union's use at the Port of Pensacola, and City Hall. The precise location of each bulletin board and in-box shall be approved by the Department Director/Administrator or his/her designee but shall be easily accessible and visible to bargaining unit employees. The Union shall be responsible for purchasing and erecting boards.

Section 2. These bulletin boards shall be used for posting Union notices, but restricted to:

- a. Notices of Union recreational or social affairs
- b. Notices of Union elections and results of such elections
- c. Notices of Union meetings
- d. Notices of Union appointments and other official Union business
- e. Minutes of Union meetings

- f. Rulings and policies of the Union
- g. Reports of Union committees

All costs incidental to preparing and posting of Union materials shall be borne by the Union. The Union is responsible for posting and removing approved material on designated bulletin boards and maintaining such bulletin boards in an orderly condition. None of the posted material shall be derogatory in any obvious manner of the Employer, its managers, officers, agents or employees, and, prior to any material being posted, copies of material shall be submitted to the Human Resources Director.

Section 3. The Employer may remove any document not in compliance with Section 2 above, with prior notice to the Union President.

Section 4. The parties will consult regarding the opportunity to utilize the City's intranet to develop an electronic bulletin board.

ARTICLE 7

PERSONNEL ADMINISTRATION

The parties acknowledge that their common goal is to utilize the collective bargaining process to develop employment procedures which are fully covered by and reflected in the collective bargaining agreement, and that the procedures so developed are intended to completely govern the employer-employee relationship between them independent of and without resort to a civil service board or system. The parties further agree that this process will directly impact upon mandatory subjects of bargaining. Accordingly, the parties agree to establish a Labor-Management Committee to engage in a cooperative effort to discuss personnel policies and procedures, including those contained in the Human Resources Policy Manual. Employees covered by collective bargaining agreements are covered by these policies only to the extent that the collective bargaining agreements are silent on an issue or do not conflict with these policies; in the event of conflicting provisions or language, the language of the collective bargaining agreement will prevail.

The parties further agree that the Grievance Procedure Article in this Collective Bargaining Agreement shall be the remedy for resolving any dispute concerning these policies and procedures.

ARTICLE 8

SENIORITY

Section 1. Definition

For the purpose of this agreement, "seniority" shall be defined as length of service within the classification in the department:

A tie in seniority will be decided in favor of the employee with the earliest date of birth. An employee's length of service for purposes of seniority shall be deemed continuous while such employee is on leave of absence due to illness or accident or on layoff status.

Section 2. Seniority Application

Except under extraordinary circumstances, vacations, shifts, shift transfers and regular days off shall be determined with due regard for needs of the department, seniority, and bargaining unit employee preference. The City and the Union understand that there may be times when the needs of a department will not permit such scheduling.

Seniority shall also be considered in promotions, transfers, and lay-offs as indicated in this Agreement.

Section 3: Employees of Systems Acquired by the City

Employees covered by this Agreement shall suffer no loss of seniority in the event the city acquires an operating system and it is deemed necessary to retain the employees of the newly acquired system and incorporate them into the City's organization.

Section 4: Probationary Employees

New Employees hired by the City will be in a probationary status for six (6) months.

ARTICLE 9

LAY-OFFS AND RECALLS

Section 1.

“Lay-off” shall be defined as a reduction in force after a determination by the City of a lack of funds, lack of work, material changes in duties or organization for purposes of economy or efficiency, or abolishment of positions.

The City may lay off employees when the City determines a reduction of workforce to be in the best interests of the City. Such lay-off shall be based upon seniority.

Section 2.

Any laid-off employees shall be responsible to keep on file with Employer the address to which the notice of return to work is to be sent. The Employer will notify a recalled laid-off employee not less than three (3) weeks prior to the date the individual is to report to work by certified mail sent to the address which such laid-off employee has on file with the Employer.

Section 3.

Any recalled employee shall be considered to have abandoned his/her position if he/she fails to accept employment within three (3) days after notification, or fails, without an excuse which Employer regards as reasonable, to report to work as instructed.

ARTICLE 10

EMPLOYMENT, PROMOTION, DEMOTION & TRANSFER

10.1(A) Classification Review

When an employee alleges that regularly assigned duties constitutes a significant portion of the employee's work time are duties not included in the employee's position description or the classification specification to which the position is assigned, the employee may make a request for a review through the Human Resources Division.

Classification review includes the following outcomes:

Potential outcomes of a classification review:

- Determination that the position is classified correctly and that the current role and pay level are appropriate. Changes in job duties were not significant enough to require a change in salary range or title.
- Determination that the job duties of the position are best allocated to a higher role and pay range. (promotion)
- Determination that the job duties of the position are best allocated laterally to a different role but in the same pay range.
- Determination that a position is functioning in a pay range below its current classification. (demotion)

When a decision is reached the results will be communicated through the supervising manager. Even if a job is found to complete tasks associated with a higher pay grade management reserves the right to reassign tasks to appropriate staff in lieu of providing a promotion to the effected staff member. Employee shall be paid for time worked if position is assigned to a higher classification. The effective date of such changes shall be no more than 20 days retro from the date the classification audit is completed.

10.1(B) Position Description

Each employee shall be given the opportunity to review his/her position description and the employees' signature shall acknowledge that the incumbent has made such a review and that the employee has received a copy of the current position description.

10.2 Working out of classification

Bargaining unit members working temporarily in a higher class for more than twenty (20) consecutive shifts will be paid out-of-class differential pay incentive of 10% premium on their base wage beginning with their 21st consecutive shifts. To qualify, an employee must be assuming the full and complete duties and responsibilities of the higher class. Said differential pay shall be applicable only when the vacancy has resulted from an illness that qualifies under FMLA, on-the-job injury or a job vacancy that is a position duly created and still existent but not occupied by an employee. Such differential pay shall begin only after the employee has performed the complete duties for twenty consecutive (20) shifts and shall be paid only for time actually worked. Out-of-class differential pay shall apply only to the shifts worked after the twenty (20) consecutive shifts have been completed. Out-of-class differential shall be paid with the employee's regular compensation and is pensionable. Complete records of such out-of-class differential work shall be submitted to the Division of Human Resources within two (2) weeks of having performed such work, on forms furnished by that department. Employees approved for acting out of class assignments must requalify every time a new event occurs.

- 10.3. When a vacancy exists, the City may choose to fill the vacancy from within the City's workforce (internal) or may request an external recruitment process be conducted. Those positions to be filled by recruitment may be advertised internally and externally concurrently. Job announcements will provide information about the position and the required examination process.
- 10.4 When a position is announced internally, a job announcement will be distributed and open for a minimum of ten (10) working days, to all City departments. Applicants are required to submit the appropriate application by the announced closing date. Internal announcements are open only to employees of the City.
- 10.5 When a position is announced externally, a job announcement will be distributed and open for a minimum of ten (10) working days. External recruitments may require outside advertising (i.e., newspapers, trade journals, etc.). If the position has recently been announced internally, internal employees who were unable to apply during the internal process may also apply.
- 10.6 Applications are accepted only when positions are posted. Applications are required for all positions filled by a recruitment process and must be filed with Human Resources by the announced closing date and time. Applications collect details regarding experience, training, education, and other pertinent information. Required documentation may be required along with the application that provides proof of education, certification, veteran preference, etc. Applicants must attest to the truthfulness of all statements contained in the application and false statements or misrepresentation by an applicant may

be cause for denying employment or for discharge from City employment at any time after being employed.

10.7 Examinations for positions will be practical and objectively measure the relative capabilities of the applicant to perform the duties of the position in accordance with industry standards and generally accepted testing practices. Persons eligible to make application—whether by internal or external recruitment—who meet the minimum qualifications may apply and take an examination.

10.8 Examinations may include a written test, an interview, a performance test, an evaluation of training and experience, supervisory efficiency rating, self-development, recency of pertinent experience, assessment centers, psychological tests, or other accepted assessment, or any combination thereof. Examination components will total 100%.

10.9 Eligible registers will be prepared based on internal and/or external recruitment status. Registers will contain the names of candidates who meet the minimum qualifications and who have obtained a passing score on the examination process.

“Minimum Qualifications” are defined as those minimum requirements such as education and experience that are bona fide occupational qualifications which an applicant must possess to be considered for appointment.

Additional requirements such as licenses, certificates, etc. may also be indicated when necessary to perform the essential duties of the position. No

person may be employed or promoted who does not meet the minimum qualifications for a position.

Passing examination scores may be augmented by additional points, such as veteran preference points (per Florida statutes). However, the availability of such additional points will be indicated on the job posting or announcement. Applicants will be listed by total score/grade.

10.10 Eligible registers for positions covered by this Agreement are in effect for one (1) year, unless extended by request of the appointing authority. If a substantial change is made to the bona-fide qualifications of a position, an eligible register may be cancelled.

10.11 The eligible list of applicants will be certified by Human Resources to the appointing authority; any person on the list is eligible for employment or promotion.

10.12 Prior to employment or appointment to a position, appropriate background and reference checks will be completed in accordance with City policy.

10.13 Any applicant for employment who makes a false statement in connection with any application or examination shall be deemed ineligible for selection under that job announcement. Knowingly making a false statement in connection with an application or examination shall be grounds for termination, and such an employee will be ineligible for any appointment in the service of the City for a period of three (3) years.

- 10.14 When a vacancy is to be filled by demotion, the employee must meet the qualifications for the target position. Demotions may be the result of disciplinary action or at the request of an employee.
- 10.15 When a vacancy is to be filled by transfer, the employee must meet the qualifications for the target position and department directors/administrators must agree to accept the transferee. The request for transfer must be documented on an approved form and approved by both department directors/administrators.
- 10.16 All employees will receive written performance evaluations at periodic intervals during their probationary period, annually, and when there is a significant change in the employee's performance. Such evaluations are intended to provide the employee with an opportunity to increase the employee's understanding of the City's performance standards and expectations as well as to continue to grow in the employee's service to the City. A Union representative may be present at the time an evaluation is presented to the employee, and the employee may provide a rebuttal to any assessment with which he or she disagrees.

ARTICLE 11

DISCIPLINE AND DISCHARGE

11.1 Discipline and/or counseling will normally be carried out in a manner, which does not embarrass an employee. Neither formal nor informal counseling are considered to be a disciplinary action but are considered efforts to identify and correct deficiencies or improve performance. An employee who receives a formal record of counseling will be permitted a period of ten (10) calendar days within which to prepare a written rebuttal; and the supervisor who prepared the counseling will review the documents prior to placing them in the affected employee's personnel file.

11.2 The parties agree to the principle that employee discipline should be conducted in accordance with a progressive discipline approach in which progressive disciplinary action will be taken for repeated similar or related offenses, except where the course of conduct or the severity of the offense justifies otherwise. Any disciplinary action instituted under this section shall be implemented within a reasonable period of time after the event giving rise to such disciplinary action or knowledge thereof.

11.3 No non-probationary employee shall be removed, discharged, reduced in rank or pay, suspended, or otherwise disciplined except for just cause. Employees being disciplined must be furnished with a written statement of the charges or reason for the discipline. If requested by the employee, a copy of the written statement must be provided to a Union representative.

11.4 Any written reprimand shall be furnished to the employee and shall state the reason for the reprimand. The employee will be requested to sign the reprimand in order to acknowledge awareness of it, and if he or she refuses to sign it, the refusal shall be noted and placed in the employee's personnel file. An employee's signature on a written reprimand shall constitute an acknowledgement of an awareness of the reprimand, and not an agreement with the basis for the reprimand. Employees shall be able to file a grievance through step II of the grievance procedure.

11.5 Employees have the right to review their own personnel file at reasonable times under supervision of the designated custodian.

11.6 Employees shall have the right to grieve the disciplinary actions of suspension, demotion, reduction in rank for cause stated, or dismissal by utilizing the grievance and arbitration rights provided herein.

- A. City of Pensacola shall have the right to bring discipline within 30 days of the event giving rise to the discipline or 30 days upon the closure of an investigation should an investigation be deemed necessary. Investigations will be concluded within sixty (60) days of the event giving rise to the discipline, except when mitigating circumstances arise. This time may be extended due to any mitigating circumstances.
- B. Counseling included as progressive discipline shall be valid for one (1) year.
- C. Verbal (Oral) discipline shall only be valid for one (1) year.
- D. All other forms of discipline shall only be valid for two (2) years.

ARTICLE 12

GRIEVANCE PROCEDURE

Section 1. - DEFINITIONS

As used in this Article:

- A. "Grievance" shall mean a dispute involving the interpretation or application of the specific provisions of this Contract, except as exclusions are noted in this Contract.
- B. "Employee" shall mean an individual employee or a group of employees having the same grievance. In the case of a group of employees, one employee shall be designated by the group to act as spokesperson and to be responsible for processing the grievance.
- C. "Days" shall mean calendar days, excluding any day observed as a holiday as defined in the City Code.
- D. "Steward" or "Union Steward" shall mean an employee in the bargaining unit selected by AFSCME to fulfill the functions described in this Article, whose name has been provided by the Union to the Office of the Human Resources Director of the City prior to the individual serving as a Steward.

Section 2. - REPRESENTATION

- A. If any employee selects a Steward to represent that employee in a grievance which has been properly filed in accordance with this Article, the

Steward may be allowed to use the AFSCME Pool Time for time off to investigate the grievance at the Verbal (Oral) Step and to represent the grievance at any Verbal (Oral) Step and Step 1 meetings that are held during regular working hours. Such time off must be requested of the Steward's immediate supervisor who will send a copy of the request to the Office of the Human Resources Director; however, approval of such time off will not be withheld if the Steward can be allowed such time off without interfering with, or unduly hampering, the operations of the unit to which the Steward is regularly assigned. The Human Resources Director shall coordinate the release of Stewards from work in order to investigate a grievance.

- B. Investigations will be conducted in a way that does not interfere with City operations.
- C. The Steward in the same work location of the closest work location shall be selected to represent the employee.
- D. A Steward who has been selected to represent an employee as provided in this Article will be considered a required participant at the Step 1 grievance meeting.
- E. An employee, who files a grievance in accordance with this Article, or the designated spokesperson in a class action grievance, will be offered the opportunity to participate at the **Verbal (Oral) Step and Step 1** grievance meetings.
- F. Both the employee and the employee's representative, if any, shall be notified of the Step 1 meeting. Further, all communication concerning written

grievances or their resolution shall be in writing and a copy shall be sent to both the employee and the employee's representative.

- G. If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this Contract. The Union shall be given reasonable opportunity to be present at any meeting called for the resolution of the grievance, and processing of the grievance will be in accordance with the procedures established in this Contract. The Union shall not be bound by the decision of any grievance in which the employee chose not to be represented by the Union.
- H. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the City to take the action complained of, subject, however, to the final disposition of the grievance.
- I. At any time if a meeting between a supervisor and employee evolves into a discussion of job performance, an investigatory interview which could reasonably lead to discipline, and/or employee discipline, the employee the right to have the Union Steward or other Union representative present during the discussion.

Section 3. – THE GRIEVANCE PROCEDURE

A. General Rules for the Grievance Procedure

- (1) Employee GRIEVANCES filed in accordance with this Article should be presented and handled promptly at the lowest level of supervision having the authority to adjust the grievances.

- (2) Once a grievance is presented, no new violation or issue can be raised.
- (3) There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.
- (4) The grievance may be filed by facsimile, email, personal service, or via the United States Postal Service to the designated employer representative.
- (5) All grievances will be presented at the Verbal (Oral) Step, with the following exceptions:
 - (a) If the grievance arises from the action of an official higher than the Step 1 supervisor, the grievance shall be initiated at the Step 2 or 3 as appropriate, by submitting a grievance form as set forth in Step 1 within ten (10) days following the occurrence of the event giving rise to the grievance;
 - (b) A dispute involving the interpretation or application of a provision of this Contract which gives a right to the Union as an employee organization may be presented by the Union as a grievance. Such grievance shall be initiated at Step 3 of this procedure, in accordance with the provisions set forth therein, within 10 days of the occurrence of the event giving rise to the grievance.
- (6) Grievances shall be presented and adjusted in the following manner, and no one individual may respond to a grievance at more than one written step. In the event a grievance is not answered in a timely manner at the preceding

step, the City agrees not to remand the grievance for the purpose of obtaining the answer without the mutual agreement of the Union.

B. The Steps

(1) Verbal (Oral) Step:

- (a) An employee having a grievance may, within ten (10) days following the occurrence of the event giving rise to the grievance, present the grievance verbally (orally) to his or her immediate supervisor. The immediate supervisor shall make every effort to resolve the grievance at the Verbal (Oral) Step, including meeting to discuss the grievance if such meeting is requested by the employee or the employee's representative or if a meeting is deemed necessary by the supervisor. The supervisor shall communicate a decision to the employee or the employee's representative, if any, within five (5) days following the date the grievance is received at the Verbal (Oral) Step.
- (b) If the grievance is not resolved by such informal discussion, the employee may, within five (5) days after receipt of the decision at the Verbal (Oral) Step, submit a formal grievance at Step 1 of this procedure.
- (c) Failure to communicate the decision within the specified time limit shall permit the employee or the Union, where appropriate, to proceed to the next step.

- (d) The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified may be extended in writing, in any specific instance, by mutual agreement.

(2) Step 1:

- (a) In filing a grievance at Step 1, the employee or the designated employee representative shall submit to the Step 1 City representative a grievance form furnished by the Union setting forth specifically the complete facts on which the grievance is based, the specific provisions or provision of the Contract allegedly violated, and the relief requested. All written documents to be considered by the Step 1 City representative shall be submitted with the grievance form; however, if additional written documentation is obtained after the grievance is filed, such documentation may be presented at the Step 1 meeting.
- (b) The City's designated Step 1 representative shall have a meeting to discuss the grievance and shall communicate a decision in writing to the employee and the employee's representative, if any, within five (5) days following the date the grievance is received at Step 1.
- (c) Failure to communicate the decision within the specified time limit shall permit the employee or the Union, where appropriate, to proceed to the next step.
- (d) The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process.

However, the time limits specified may be extended in writing, in any specific instance, by mutual agreement.

(3) Step 2:

- (a) If the grievance is not resolved at Step 1, the employee or the employee's representative may submit it in writing to the Department head or his designated representative within five (5) days after receipt of the decision at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1 and a copy of the Step 1 response, together with all written documents in support of the grievance. When the grievance is eligible for initiation at Step 2, the grievance form must contain the same information as a grievance filed at Step 1 above.
- (b) The Department Head or his designated representative may have a meeting with the employee and/or the designated Union representative to discuss the grievance. The Department head or his designated representative shall communicate a decision in writing within five (5) days following receipt of the written grievance.
- (c) Failure to communicate the decision within the specified time limit shall permit the employee, or the Union, where appropriate, to proceed to the next step.
- (d) The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified may be extended in writing, in any specific instance, by mutual agreement.

(4) Step 3:

- (a) If the grievance is not resolved at Step 2, the Union, or the

employee if not represented by the Union, may appeal the Step 2 decision, in writing, to the Mayor or his designated representative within five (5) days after receipt of the decision at Step 2. The grievance shall include a copy of the grievance form submitted in Steps 1 and 2, together with all written responses and documents in support of the grievance. The Mayor's designated representative may have a meeting with Union to discuss the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as the grievance filed at Step 1, above.

- (b) The Mayor's designated representative shall communicate a decision in writing to the employee and the Union within ten (10) days following receipt of the written grievance.
- (c) Failure to communicate the decision within the specified time limits shall permit the employee or the Union where appropriate, to proceed to the next step.
- (d) The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified may be extended in writing, in any specific instance, by mutual agreement.

(5) Arbitration:

Arbitrability: Issues of arbitrability shall be bifurcated from the substantive issues(s) and, whenever possible, determined by means of a hearing conducted by conference call. The parties may jointly select an arbitrator or utilize FMCS to obtain an arbitrator for this conference call hearing. However, if the parties can't mutually agree

on an arbitrator then either party may request a panel list of seven (7) arbitrator names from FMCS. The strikeout method shall be utilized with the person requesting said panel to strike first. The arbitrator shall have ten (10) days from the hearing to issue a decision on arbitrability. The parties agree that the arbitrator's fees shall be equally divided. If the issue(s) is/are judged to be arbitrable, a different arbitrator may then be selected using the above method to hear the substantive issue(s) in accordance with the provisions of this agreement. All other provisions of this agreement shall remain in full force in effect.

- (a) If the grievance is not resolved at Step 3 and arbitrability has been verified, the Union may appeal the Step 3 decision to Arbitration on a Request for Arbitration form (to be supplied by the City) within thirty (30) days after receipt of the decision at Step 3. If, at the initial written step, the Union does not represent the employee because the employee is not a dues-paying member of the Union, the employee may appeal the grievance to Arbitration.
- (1) Upon appeal to Arbitration, either or both parties to the grievance may agree to use the mediation services of the Federal Mediation and Conciliation Service (FMCS) to settle the dispute. If the parties are unable to arrive at a mediated settlement, either party may request the FMCS to provide a panel of five (5) arbitrators. After the panel has been received from FMCS, the representatives of the Union or the employee (as the case maybe) and the City shall meet and alternately strike names until one arbitrator remains. The party requesting arbitration shall strike the first name. The name

remaining shall be selected as the arbitrator. The Union or employee may, in its written request for arbitration, include the names of two (2) arbitrators, either of whom is acceptable to the Union or employee to arbitrate the grievance. If the two (2) parties involved in the selection do not mutually agree upon the selection of one of the persons listed or some other person, the FMCS procedure will be followed. Notwithstanding the provisions of this section, an arbitrator maybe mutually selected by the parties to the arbitration proceedings ina manner other than outlined above.

- (b) The parties may, by mutual agreement in writing, submit related grievances for hearing before the same arbitrator.
- (c) Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, another arbitrator shall be selected to hear the substantive issue(s) in accordance with the provisions of this Agreement.
- (d) Arbitration hearings shall be held within thirty (30) days and at locations mutually agreed to by the parties, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors.
- (e) The arbitrator may fashion an appropriate remedy to resolve the grievance and provided the decision in accordance with his jurisdiction and authority under this Contract, shall be final and binding on the City, the Union, the grievant(s) and the employees in

the bargaining unit.

- (f) In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:
 - (1) The arbitrator shall issue a decision no later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.
 - (2) The arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the precise issues submitted.
 - (3) The arbitrator shall have no authority to determine any other issue, and the arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.
 - (4) The arbitrator shall limit the decision strictly to the application and interpretation of the specific provisions of this Contract.
 - (5) The arbitrator shall be without power of or authority to make any decisions:
 - (a) Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Contract, or applicable law or rules or regulations having the force of law; or
 - (b) Limiting or interfering in any way with the powers, duties and responsibilities of the City under its Charter, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties and responsibilities have been abridged, delegated or

modified by the expressed provisions of this Contract;

or

- (c) Which have the effect of restricting the discretion of a Department Head or otherwise granted by law or the personnel rules of the City unless such authority is modified by this Contract.

- (g) The arbitrator's award may include back pay to the grievant(s); however, the following limitations shall apply to such monetary awards:

- (1) No award of back pay shall exceed the amount of pay the employee would otherwise have earned and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration;
- (2) The award shall not exceed the actual loss to the grievant and will not include punitive damages;
- (3) Each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses. The City and the Union will evenly split the arbitrator's fee and expenses;
- (4) The Union will not be responsible for costs of an arbitration to which it was not a party; and
- (5) The filing of a grievance waives any right to an Administrative Grievance with the City or a grievance with the Public Employees Relations Commission in accordance with Florida Statutes 447.401.

SECTION 4. - TIME LIMITS

- A. Failure to initiate or appeal a grievance within the time limits specified shall be deemed a waiver of the grievance.
- B. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee or the Union, where appropriate, to proceed to the next step.
- C. Claims of either an untimely filing or untimely appeal shall be made at the step in question.
- D. The failure of a member of the bargaining unit to file either a verbal (oral) grievance or a formal written grievance within fifteen (15) days of the occurrence of the event complained of shall be deemed a waiver of the grievance.

SECTION 5.

Nothing in this Article or elsewhere in this Contract shall be construed to permit the Union or an employee to process a grievance on behalf of any employee without his or her consent except in matters which affect the bargaining unit or the interpretation or application of this agreement.

SECTION 6. NO DISCRIMINATION

1. Non-Discrimination Policy – (A) Neither the City nor the Union shall discriminate against any employee for any reason prohibited under Florida Statutes or any federal law. If any provision of this Contract is in conflict with any federal or state law or any rules having the effect of law, the law or rule shall prevail. (B) Any claim of illegal discrimination by an employee against the City, its officials, or representatives, except for grievances related to union membership, shall only be subject to the method of review prescribed by law or by rules and regulations having the force and effect of law.

2. Sexual Harassment (A) The Union shall have the right to consult on issues of sexual harassment with the Step 1 Management Representative and/or designee(s), up through the Step 2 Management Representative and/or designee(s). (B) The City agrees to take appropriate action if it finds an employee has engaged in sexual harassment. (C) Any claim of sexual harassment by an employee against the City, its officials or representatives, shall only be subject to the method of review prescribed by law or by rules and regulations having the force and effect of law.

ARTICLE 13

OUTSIDE EMPLOYMENT

Employees covered by this Agreement may, upon prior written application and approval by the Employer, accept outside employment. Such employment is permitted provided the following criteria are observed:

1. No such employment may be of a character inconsistent or incompatible with or in obvious conflict with the employee's duties with the City.
2. Such outside occupations must be carried on fully outside of regular hours of City employment and must not interfere in the performance or efficiency of the employee's position. Such work must not be of such a strenuous nature or of such a schedule as to influence the employee's conduct, efficiency, attendance or promptness.
3. The work must not create the appearance of a conflict of interest in the performance of an employee's regular responsibilities or be of such a character as to cast doubt upon the employee's fairness or impartiality in their duties as a City employee.
4. Under no conditions may the employee, in his or her alternate capacity, sell any service or merchandise to the City.
5. Any employee taking part in any outside employment must fully and honestly complete an Outside Employment Form (PF-405). The form must be submitted to the employee's Department Director for review and approval.

A form must be completed for each outside employment; with a new one to be filled out any time there is a change in such employment. Failure to file such a form through the employee's chain of command within two (2) weeks of employment, may subject the employee to discharge, suspension, or other appropriate disciplinary action.

Termination of outside employment must be reported on the Termination of Outside Employment Form (PF-406)

Continued efforts by the City to cooperate with employees in permitting outside employment will not be construed as a waiver of the City's right to require unscheduled overtime and to require that its employees be available for emergency services in accordance with this Agreement.

Disputes concerning the disapproval of outside employment shall be subject to the grievance procedure up to Step 3.

ARTICLE 14

WORKER'S COMPENSATION

The City will provide bargaining unit employees Worker's Compensation benefits under the conditions set forth in the City's Human Resource Policy Manual, as may be amended, in accordance with the law.

ARTICLE 15
ADMINISTRATIVE LEAVE

In the interest, protection, or security of an employee, the City, or if the employee's presence on the job is judged to be detrimental to the work operations, the Department Director may place the employee on administrative leave with pay.

ARTICLE 16
ANNIVERSARY DAY

Employees shall receive one day of leave at the completion of each five (5) year-interval of service (i.e., 5, 10, 15 or 20 years). The anniversary day must be taken within one (1) year of reaching the milestone anniversary or the day will be forfeited.

ARTICLE 17
LEAVE FOR MILITARY, HIGHER EDUCATION, EMERGENCY, COURT DUTY
AND DOMESTIC VIOLENCE

Employees may be granted leave for military, higher education, emergency, court duty, or as a victim of domestic violence in accordance with the policies and procedures contained in the City's Human Resources Policy Manual.

ARTICLE 18
FAMILY AND MEDICAL LEAVE

The parties agree to comply with the federal Family and Medical Leave Act as set forth in the City's Human Resource Manual, as may be amended, in accordance with the law.

ARTICLE 19
FUNERAL LEAVE

In the event of a death in the employee's immediate family, which is defined as spouse, parents, step-parents, children, step-children, brothers, sisters, step-brothers, step-sisters, mother-in-law, father-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, aunt or uncle of the employee and of their spouse, the City will permit up to three (3) days off with pay. The City may request verification of the death. Special consideration may be given to any individual who has a close, long-standing, personal relationship with the employee where such a person acted similar to and/or stood in the place of a mother, father, brother, sister, or grandparent of the employee and other relatives who permanently reside with the employee.

The City recognizes that the above policy does not cover every situation and that the days provided will not necessarily always be sufficient. For this reason, employees may, with the approval of their Department Director/Administrator use PTO leave to supplement the funeral leave policy.

ARTICLE 20

LEAVE SHARING PROGRAM

A leave sharing program is available to full-time employees where employees may donate leave to other qualifying employees who qualify to receive such leave. This leave-sharing program shall be managed by Human Resources in accordance with established procedures and within the financial limits set forth. Unless otherwise provided for by law or rule, shared personal time-off (PTO) leave of more than thirty (30) consecutive days shall be considered a non-salaried supplement and will not be utilized in the calculation of pensions, deferred compensation(s), or any other benefit.

A. Scope and Purpose

This program allows employees to donate unused Personal Time-Off (PTO), Auxiliary PTO, and SFMLA leave to co-workers who have a serious health condition or have family members with a serious health condition and who have exhausted their own leave. This program, which operates on a case-by-case donation basis, encourages and allows employees with excess leave to donate leave to employees coping with personal tragedy or hardship.

Employees should not solicit co-workers for the purpose of donating leave. Requests for donated leave will be disseminated by Human Resources.

B. Eligibility

The employee requesting donations of leave must have:

1. Worked for a minimum of six (6) months;
2. Exhausted all earned leave; and
3. Have no documentation of leave abuse.

C. Leave Use

Request for leave can be made for the employee's own serious health condition or the serious health condition of a family member, all as defined by the Family and Medical Leave Act (FMLA). HRPM Section 3-4, Family and Medical Leave.

D. Donated Leave Guidelines

To be eligible for donated leave, an employee must submit to the City Clinic a completed medical certification form from a licensed medical provider. Forms are available from the Clinic and are required regardless of whether for the employee's own health condition or the serious health condition of a family member as defined above.

1. Donated leave maximum is six (6) months.
2. Donated leave cannot be used retroactively; it must be submitted and approved prior to use.
Donated leave may not be applied to any pay periods PRIOR to the pay period the donated leave was received and processed by Human Resources and the Financial Services Department.
3. Leave hours are awarded based on the "cash value" of the donated leave.
4. Donated leave is not considered time worked; therefore, employees do not accrue leave in their PTO account while on donated leave.
5. Leave of more than thirty (30) days will not be used in the calculation of pensions, deferred compensation(s), or other benefits.
6. Donated leave will run concurrently with FMLA leave.
7. While on donated leave, an employee is not eligible to work another job.
8. Donated leave cannot be used if an employee is receiving any other type of compensation, such as workers' compensation, disability payments, etc.

9. Donated leave ends when an employee has been released to return to work by his/her medical provider and approved by the City Clinic, unless the need to remain off work has been documented and approved through the City Clinic.
10. The City continues to pay its portion toward the group insurance plans and social security replacement deferred compensation plans when an employee is out of work on approved donated leave.

E. Donating Leave

Employees may donate up to half the leave available in their PTO, Auxiliary PTO, and SFMLA accounts. To donate leave, an employee must complete and submit a *Leave Transfer Form* to Human Resources for verification of leave balance and processing by Human Resources.

F. Tax Treatment

Employees who donate leave are not subject to any taxes because of their donation. However, employees who receive donated leave are subject to regular income tax for this time as it will be reported as income.

ARTICLE 21

PERSONAL HOLIDAYS

The City of Pensacola allows each employee to observe two working days per calendar year as personal holidays; however in the first year of employment individuals who start working during the months of January, February, and March will receive two personal holidays; those hired from April 1st through September 30th will receive one personal holiday; and those hired from October 1st through December 31st will not receive any personal holidays until January of the following year. Personal holidays may be scheduled on days of the employee's choice, subject to the approval of the employee's respective supervisors and Department Director. The Department Director retains the right to adjust the schedule should emergency or exigent circumstances arise.

In scheduling personal holidays, the employee must request and receive approval from his or her supervisor at least two (2) weeks in advance on the Personnel Leave form (PF-300). This form shall then be forwarded to the Human Resources Department. The employee's department is responsible for reporting the time as holiday leave on time sheets. The personal holiday must be taken as a whole day.

Personal holidays must be taken during the calendar year and cannot be carried over from one calendar year to the next nor be paid for if not taken.

ARTICLE 22
PERSONAL TIME OFF (PTO) LEAVE

Personal time off (PTO) leave is established for the purpose of providing employees leave for a variety of reasons such as vacation, personal business, illness, medical or dental appointments, and family.

(1) Accrual of Time

Each employee will be credited eighteen 18 hours of PTO leave for each month of service effective January 1, 2023 going forward. PTO leave is available for immediate use as soon as accrual has been posted.

(2) Employee Responsibility

Employees are required to arrange and obtain prior/advance approval of PTO leave. Such request for use of PTO leave shall not be arbitrarily denied and supervisors shall provide reason(s) for denial.

(3) PTO leave for illness

(a) In the case of any absence due to illness or injury of more than three

(3) continuous days an employee shall be required to provide a doctor's certificate to the City Clinic stating:

1. The nature of the illness or injury;
2. That the employee was incapacitated from working for the duration of his absence;
3. That the employee is physically able to return to work and perform his duties; and

4. That the employee has no contagious disease, which would jeopardize the health of other employees.

Personal illness shall include disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

- (b) If an employee is habitually or chronically absent as may be revealed by a pattern of absence by an employee (for example, consistent absence on the day before or after the employee's regular days off, or absence on the same day of each week or each month), a supervisor may require medical evidence to be provided to the City Clinic concerning any illness or injury beginning with the first day of absence.

(4) Record Keeping

No employee will be granted PTO leave unless the time requested has already accrued prior to the leave period. PTO leave request shall be for a period of not less than thirty (30) minutes and shall be in increments of not less than thirty (30) minutes

(5) PTO Leave Payout

The maximum amount of PTO leave, which may be carried over by an employee from one calendar year to the next, shall be five hundred (500) hours.

(6) Separation from Service

Employees who are separated from service to the City by retirement, resignation, or layoff shall be paid the balance of their accrued PTO leave, but such payment shall not exceed the maximum of five hundred (500) hours. If an employee challenges their termination through the grievance procedure, the final outcome of the grievance-arbitration shall determine if the employee was terminated for just cause. If the grievance is not arbitrated or settled through a settlement between the parties, then the final determination of the City at the last grievance step will determine if the employees is entitled to the payout.

ARTICLE 23

RECOGNIZED HOLIDAYS

Section 1. The City of Pensacola shall observe New Year's Day (January 1), Martin Luther King Jr.'s Birthday, President's Day, Good Friday, National Memorial Day (the last Monday in May), Juneteenth, the Fourth of July, Labor Day (the first Monday in September), Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, and the day after Christmas Day.

Section 2. When a holiday falls upon a day within the normal workweek, operations will be suspended and each qualified employee will have the day off with pay. To be eligible for holiday pay, the employee must work his or her last full scheduled day prior to the holiday and his or her first full scheduled day immediately following the holiday except when the employee is on approved paid leave.

Section 3. When the holiday falls upon a Saturday, the City's official observance will be on Friday, with the above provisions in effect. When the holiday falls upon Sunday, Monday will be the day of observance.

Section 4. Holidays During Vacation Periods

Employees on approved leave during a holiday will not have the day of the holiday charged against them.

Section 5. Newly Approved Holidays

Any day approved or designated as a holiday by the Mayor with the approval of

City Council, shall be observed as a paid holiday in the collective bargaining agreement.

ARTICLE 24

VOTING

When an employee's normal work schedule during a Primary or General Election does not allow sufficient time off to vote, the employee may utilize one (1) hour of time off without loss of pay for the purpose of voting, subject to his or her supervisor's scheduling approval, which will not be unreasonably withheld.

ARTICLE 25
HEALTH INSURANCE

The parties acknowledge that the City has obtained group health insurance coverage, which is available for all employees and retirees. The parties further acknowledge that the City will expend its best efforts to continue to obtain and provide comparable coverage for its employees; however, the Union expressly reserves the right to notify the City in writing of its intent to propose an alternative to the status quo pertaining to health insurance coverage for the members of the bargaining unit, provided that the Union exercises this right thirty (30) days prior to the expiration of this collective bargaining agreement.

The City shall utilize an Employee Benefits Advisory Committee, which will include a Union representative. Changes in the health and hospitalization insurance program provided by the City shall be presented to the committee for review before the changes are implemented.

ARTICLE 26
PENSION RIGHTS

Effective October 1, 2012, the parties agree to the following modifications to the General Employees Pension Plan:

1) Final Average Earnings

For future service, average final compensation will be changed to the average of the last five years of compensation for those who retire after October 1, 2012.

2) Deferred Retirement Option Plan

After September 30, 2012, employees shall be eligible to participate in the Deferred Retirement Option (DROP) in the same manner as Florida Retirement System participants. Specifically, people entering the DROP on or after October 1, 2012, will 1.3% interest on their DROP accumulations and will not receive COLAs on their pension amounts until they are fully retired.

3) Survivor Benefits

After September 30, 2012 the survivor benefit available to employees participating in the General employees Pension Plan will be modified to be consistent to the survivor benefits provided by the Florida Retirement System.

4) Pensionable Income

Pensionable income will be calculated on the employee's base pay and a maximum of 200 overtime hours per year. The City of Pensacola will count overtime hours as overtime paid out on paydays from October 1 through September 30 of each fiscal year.

5) Multiplier Factor

The retirement multiplier factor will be 1.75 percent for each year of service after September 30, 2012.

6) Cost of Living Adjustment

Provide for a Cost of Living Adjustment (COLA) in the amount of 1.0 percent following the employee's retirement.

ARTICLE 27
WAGES AND MERIT PAY

A. WAGES:

The existing wage scale of the members of the bargaining unit shall remain in effect and be adjusted annually with each wage increase; provided however that the City shall process a payment to each member of the bargaining unit according to the following schedule:

October 1, 2021: All currently employed bargaining unit employees will receive a three percent (3.0%) wage increase to their base pay.

October 1, 2022: All currently employed bargaining unit employees will receive a three percent (3.0%) wage increase to their base pay.

October 1, 2023: All currently employed bargaining unit employees will receive a three percent (3.0%) wage increase to their base pay.

B. MERIT PAY

For the Term of this Collective Bargaining Agreement, final performance evaluations will

be conducted annually, as determined by management. Specific due dates, Performance Evaluation form(s), and instructions will be disseminated by Management. Final authority to approve final performance ratings rests solely with management and the decision is not grievable.

The Summary score is based on the rating points in each section and is included as the final summary score section of the performance management evaluation rating process that will be electronically submitted to Human Resources for processing at the end of each Fiscal Year. To be eligible for a merit pay increase, new employees must have successfully completed the probationary period.

The final summary score will be used to determine qualification for a merit pay increase and the level of any merit pay allocation (see chart below):

Summary Rating	Point Range	Merit Increase Recommended
Exceeds Expectations (E)	3.50 – 5.00	2% Merit Increase
Meets Expectations (M)	2.50 – 3.49	1% Merit Increase
Does Not Meet (DNM)*	0.00 – 2.49	0% Merit Increase

*NOTE: An employee who was rated DNM, but successfully completed a Performance Improvement Plan (PIP) after the ninety (90) day evaluation period that results in a revised score of two and one half (2.5) or higher, may earn a merit increase of up to 1% retroactive to the date the employee would have normally received the merit adjustment. Anyone subject to formal disciplinary action (i.e. Suspension w/o pay, or Demotion) during the rating period will not be eligible for a merit increase greater than 1%. Management has the discretion to determine whether to recommend merit pay adjustments, to include instances of a PIP or Formal Discipline, to Human Resources.

The effective date for merit pay increases will be beginning October 1, 2021, and on each following October 1st through to October 1, 2023 respectively. Any changes made to the provisions of the Merit Performance Plan will be conferred, in advance, with the bargaining unit.

Additionally, should the Merit Performance Plan be discontinued for any reason, the annual eligibility and funding for up to 2% increase each October 1st will continue during the term of this Agreement.

C. STANDBY PAY

Employees placed on Standby shall receive one hour pay at time and half (1 ½) on their base hourly rate of pay for each day required to be on Standby. If the employee performs work during the period of Standby, he/she will be paid time and one and one half (1½) at their base hourly rate of pay for all hours worked during the Standby period. If less than two hours of work is required, they will receive a minimum of two hours pay at time and half (1½) of their base hourly rate of pay.

D. SPECIAL OVERTIME

Special Overtime Pay will include overtime worked for the following special events (parades/fireworks) barricade setup and breakdown. The Special Overtime qualifying special events are as follows: Christmas Parade, Martin Luther King Parade, Mardi Gras Parade, Fiesta Grand Parade, Krewe of Lafitte Parade, and Sertoma 7-4 Celebration. Special Overtime Pay for stated events will be paid at time and a half (1 ½) or \$30 per hour whichever is greater.

ARTICLE 28

NO STRIKE CLAUSE

- A. During the term of this Agreement, neither AFSCME nor its officers or agents or any employee, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, or strike; interfere with the work and statutory functions or obligations of the State; or engage in any other activities, which are prohibited in Section 447.203(6), Florida Statutes.

- B. AFSCME agrees to notify all of its local officers and representatives of their obligation and responsibility under this Article and for maintaining compliance with the constitutional and statutory prohibition against strikes. AFSCME further agrees to notify employees of these responsibilities, including their responsibility to remain at work during any interruption, which may be caused or initiated by others.

ARTICLE 29
SEVERABILITY

In the event that any Article or provision of this Agreement is found to be invalid or unenforceable by the reason of any legislation of judicial authority over which the parties have no amendatory power, all other provisions of this Agreement shall remain in full force and effect for the term of this Agreement. Moreover, should any change in wages, hours, or working conditions be required as a result of any subsequently enacted legislation, judicial order, conciliation agreement, or other legal requirements, the City shall give the Union notice of the action it intendsto take to comply with such requirement; shall meet and confer with the Union, if requested, regarding the proposed action; and shall consider any position advanced by the Union in opposition to the proposed action.

ARTICLE 30

ENTIRE AGREEMENT

Section 1. This Agreement constitutes the entire agreement between the City and the Union. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. If, at any time during the term of this Agreement, the parties arrive at any agreement which adds to, deletes, or waives any of the terms of the Agreement, it will be reduced to writing and signed by both parties.

Section 2. This Contract constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by both parties.

ARTICLE 31

DURATION

This Agreement shall be in full force and effect from the date of ratification of this agreement (effective October 1, 2021) through 11:59 p.m. September 30, 2024.

ARTICLE 32

RESIDUAL RIGHTS

The employer retains all rights, powers, functions, and authority it had prior to the signing of this Agreement except as such right, powers, functions, and authority are specifically relinquished or abridged in this Agreement in accordance with Section 447.309(3), Florida Statutes.

All matters pertaining to terms and conditions of employment guaranteed by law to employees within the bargaining unit shall apply except as such matters are specifically abridged or modified by the terms of this Agreement in accordance with Section 447.309(3), Florida Statutes.

All pay and benefits provisions published in the City's Personnel rules which cover employees in the bargaining unit and which are not specifically provided for or modified by this Contract shall continue in effect during the term of this Agreement and while any successor agreement is negotiated.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and representatives.

For the City of Pensacola:

_____	_____
Robert E. Larkin, Chief Negotiator	Date

_____	_____
Ted Kirchharr, Human Resources Director	Date

For Florida Public Employees Council 79, AFSCME, AFL-CIO:

_____	_____
Torrence Johnson, Chief Negotiator Regional Director, Region 1	Date

_____	_____
Dolline Moton, Organizer/Staff Representative I	Date

_____ <i>In Memoriam</i> _____	_____
Clarence Ford, President, Local 3253	Date

_____	_____
Dalton Baker, Steward – Local 3253	Date

_____	_____
Chris Johnson, Steward – Local 3253	Date

_____	_____
Anthony Freeman, Steward – Local 3253	Date

**APPENDIX A AFSCME, COUNCIL 79
CITY OF PENSACOLA BARGAINING UNIT**

CURRENT CLASSIFICATION TITLES REPRESENTED BY AFSCME
AIRPORT ELECTRICIAN I
AIRPORT ELECTRICIAN II
AIRPORT ELECTRICIAN III
AIRPORT MAINTENANCE TECHNICIAN I
AIRPORT MAINTENANCE TECHNICIAN II
AIRPORT MAINTENANCE TECHNICIAN III
AIRPORT TRAFFIC OFFICER
AUTO BODY FENDER PAINTER/REPAIR WORKER II
AUTO BODY SPECIALIST
AUTO/EQUIPMENT MECHANIC II
ELECTRICIAN
EQUIPMENT OPERATOR II
EQUIPMENT OPERATOR III
FIELD SERVICES LEADER*
FIELD SERVICES TECHNICIAN
FIELD SERVICES WORKER
GAS CONTROLLER
HVAC TECHNICIAN I
HVAC TECHNICIAN II
INSTRUMENT TECHNICIAN
INSTRUMENT/ELECTRICAL CONTROL TECHNICIAN II
LABORER
LEAD WORKER
MAINTENANCE WORKER I
MAINTENANCE WORKER II
MAINTENANCE WORKER III
MASTER MECHANIC
SANITATION EQUIPMENT OPERATOR I
SANITATION EQUIPMENT OPERATOR II
SMALL ENGINE MECHANIC
STREET SWEEPER OPERATOR
TRAFFIC/ELECTRICAL CONTROL TECHNICIAN I

* The parties agree that the position of Field Services Leader must be filed with PERC. The City agrees not to oppose the inclusion of this classification into the existing bargaining unit.

**APPENDIX B AFSCME, COUNCIL 79
CITY OF PENSACOLA BARGAINING UNIT**

Range	Salary Range					
	Effective the first payday in October 2021		Effective the first payday in October 2022		Effective the first payday in October 2023	
GE-01	19,697.60	- 33,654.40	20,300.80	- 34,673.60	20,924.80	- 35,734.40
GE-02	20,696.00	- 35,380.80	21,320.00	- 36,462.40	21,964.80	- 37,564.80
GE-03	21,715.20	- 37,128.00	22,380.80	- 38,251.20	23,067.20	- 39,416.00
GE-04	22,817.60	- 39,020.80	23,504.00	- 40,206.40	24,211.20	- 41,412.80
GE-05	23,857.60	- 39,894.40	24,585.60	- 41,100.80	25,334.40	- 42,348.80
GE-06	24,585.60	- 41,600.00	25,334.40	- 42,848.00	26,104.00	- 44,137.60
GE-07	25,313.60	- 43,284.80	26,083.20	- 44,595.20	26,873.60	- 45,947.20
GE-08	26,270.40	- 44,220.80	27,060.80	- 45,552.00	27,892.80	- 46,924.80
GE-09	27,060.80	- 45,177.60	27,892.80	- 46,550.40	28,745.60	- 47,964.80
GE-10	27,851.20	- 47,091.20	28,704.00	- 48,505.60	29,577.60	- 49,961.60
GE-11	28,641.60	- 49,025.60	29,515.20	- 50,502.40	30,409.60	- 52,020.80
GE-12	29,390.40	- 50,273.60	30,284.80	- 51,792.00	31,200.00	- 53,352.00
GE-13	30,160.00	- 51,584.00	31,075.20	- 53,144.00	32,011.20	- 54,745.60
GE-14	31,075.20	- 53,102.40	32,011.20	- 54,704.00	32,988.80	- 56,347.20
GE-15	32,635.20	- 55,785.60	33,633.60	- 57,470.40	34,652.80	- 59,196.80
GE-16	34,278.40	- 58,572.80	35,318.40	- 60,340.80	36,379.20	- 62,171.20
GE-17	36,004.80	- 61,526.40	37,086.40	- 63,377.60	38,209.60	- 65,291.20
GE-18	37,814.40	- 64,646.40	38,958.40	- 66,601.60	40,144.00	- 68,619.20

NOTE: All employees represented by a union are subject to the collective bargaining agreement.

Should any of the pay ranges above require increasing due to equity adjustments, wage studies, or other reasons, the City will notify the Union in writing after HR is notified of the necessary changes and provide the Union with the revised Appendix B.

**APPENDIX C AFSCME, COUNCIL 79
CITY OF PENSACOLA BARGAINING UNIT**

AFSCME DUES DEDUCTION FORM (Electronic)

Local Union _____ **FLORIDA PUBLIC EMPLOYEES COUNCIL 79,
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

I, THE UNDERSIGNED, HEREBY DESIGNATE COUNCIL 79, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, AS MY COLLECTIVE BARGAINING REPRESENTATIVE ON MATTERS RELATING TO MY EMPLOYMENT IN ORDER TO PROMOTE AND PROTECT MY ECONOMIC WELFARE. I FURTHER REQUEST AND AUTHORIZE THE DEDUCTION FROM MY EARNINGS OF EACH PAYROLL PERIOD AN AMOUNT SUFFICIENT TO PROVIDE FOR THE REGULAR PAYMENT OF THE CURRENT RATE OF MONTHLY DUES AND/OR UNIFORM ASSESSMENTS ESTABLISHED BY THE AFSCME LOCAL UNION. THE AMOUNT SHALL BE SO CERTIFIED. THE AMOUNT DEDUCTED SHALL BE PAID TO THE TREASURER OF COUNCIL 79. THIS AUTHORIZATION MAY BE TERMINATED BY ME EFFECTIVE ON THE ANNIVERSARY DATE OF THE BARGAINING AGREEMENT. TO TERMINATE THE DUES DEDUCTION, I MUST GIVE WRITTEN NOTICE TO MY EMPLOYER BEFORE SUCH ANNIVERSARY DATE OF THE BARGAINING AGREEMENT. I AGREE TO GIVE A COPY OF SUCH WRITTEN NOTICE TO AFSCME FLORIDA COUNCIL 79 AT THE SAME TIME.

DUES DEDUCTION AUTHORIZATION CARDS AND FORMS "DUES, CONTRIBUTIONS OR GIFTS TO AFSCME ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES. DUES PAID TO AFSCME, HOWEVER, MAY QUALIFY AS BUSINESS EXPENSES AND MAY BE DEDUCTIBLE IN LIMITED CIRCUMSTANCES SUBJECT TO VARIOUS RESTRICTIONS IMPOSED BY THE INTERNAL REVENUE SERVICE."

(print) Last Name _____	First Name _____	Middle Initial _____
Address _____	City _____	State _____ Zip Code _____
Employer _____	Hrs. Work _____	Last 4 SSN _____ Phone Number _____
Department _____	Title _____	Signature _____
Email address _____	Date _____	



APPENDIX D – GRIEVANCE FORM

AFSCME LOCAL: _____

STEP: _____

OFFICIAL GRIEVANCE FORM

Name of Employee: _____ Department: _____

Classification: _____

Immediate Supervisor: _____ Title: _____ Work

Location: _____

Statement of Grievance:

Articles Violated:

Adjustment Required:

FOR GROUP GRIEVANCES ONLY- The employees included in the group for which this grievance is filed are identified as follows (identify the group by reference to the employees' job classification(s), work unit(s), and any other relevant identifying information:

I authorize AFSCME as my representative to act for me in the disposition of this grievance:

Signature of Employee _____ Date _____

Signature of Union Representative _____ Title _____

Date Presented to Management Representative _____

Signature _____ Title _____

This grievance may be filed in person or electronically

APPENDIX E – ARBITRATION APPEAL FORM

**REQUEST FOR ARBITRATION
AFSCME FLORIDA COUNCIL 79**

AFSCME Florida Council 79 [“AFSCME”], hereby gives notice of its intent to proceed to arbitration with the following grievance:

GRIEVANT’S NAME: _____.

I hereby authorize AFSCME to proceed to arbitration with my grievance. I also authorize AFSCME to use, and to provide to the Arbitrator during the arbitration proceedings, copies of any materials relevant to the issues raised in this grievance although such materials may otherwise be exempt or confidential under state or federal public records law.

Representative’s Name: _____ Email address: _____

Phone: _____ Fax: _____

Grievant’s Signature: _____

Representative’s Signature: _____

FOR GROUP GRIEVANCES ONLY –The employees included in the group for which this grievance is filed are identified as follows (identify the group by reference to the employees’ job classification(s), work unit(s), and any other relevant identifying information):

Date Submitted: _____

This grievance may be filed in person or electronically

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2023-005

City Council

3/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-005 - SHARED MICROMOBILITY PROGRAM PERMIT FEES

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2023-005.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023, PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City receives an annual fee from the micromobility vendor that is used for maintenance and operations of the program. Approval of this request would move the revenue funds into an expense account to be used for micromobility programmatic needs. These programmatic needs include maintenance of scooter corrals, management of the micromobility program, as well as equipment and future improvements to the multi-modal transportation network.

For Council's information, and separate from the request at hand, staff plans to solicit for a second micromobility vendor this Spring.

PRIOR ACTION:

N/A

FUNDING:

Budget: \$15,000 Annual Micromobility Permit Fee

Actual: \$15,000 Micromobility Program Operating Expenses

FINANCIAL IMPACT:

The supplemental budget resolution will allocate permit fees received from the micromobility vendor to the Public Works Operating Expense account for programmatic needs.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/24/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Amy Tootle, PE - Director Public Works & Facilities

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2023-005
- 2) Supplemental Budget Explanation No.2023-005

PRESENTATION: No

**RESOLUTION
NO. 2023-005**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. GENERAL FUND

To:	Other Licenses, Fees, & Permits - Scooter Permit & Fee	15,000
(1) Public Works		
As Reads:	Operating Expenses	3,487,915
Amended		
To Read:	Operating Expenses	3,502,915

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

MARCH 2023 - BUDGET RESOLUTION - SHARED MICROMOBILITY PROGRAM PERMIT FEES- EXPLANATION NO. 2023-005

FUND	AMOUNT	DESCRIPTION
GENERAL FUND		
Estimated Revenues		
Other Licenses, Fees, & Permits - Scooter Permit & Fee	15,000	Appropriate estimated revenue from Other Licenses, Fees, & Permits - Scooter Permit & Fee
Total Revenues	<u>15,000</u>	
Appropriations		
(1) Public Works		
Operating Expenses	15,000	Increase appropriation for Operating Expenses
Total Appropriations	<u>15,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 02-23

City Council

3/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 02-23 - REQUEST FOR FUTURE LAND USE MAP AMENDMENT-
2401, 2409, 2421, 2431 CREIGHTON ROAD AND 6880 TIPPIN AVENUE

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 02-23 on second reading:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND
FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA;
PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING
AN EFFECTIVE DATE.

HEARING REQUIRED: Public

SUMMARY:

Meredith Bush, AICP, Clark Partington Attorneys at Law, is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the following properties:

Address	Owner	Current Zoning	Requested Zoning	Current FLU	Requested FLU
2401 Creighton Rd	Delta Properties Baton Rouge, Inc.	R-2	C-1	Office/ Residential	Commercial
2409 Creighton Rd	Delta Properties Baton Rouge, Inc.	R-2	C-1	Office/ Residential	Commercial
2421 Creighton Rd	Delta Properties Baton Rouge, Inc.	R-2	C-1	Office/ Residential	Commercial
2431 Creighton Rd	Irish Autumn Properties LLC	R-2	C-1	Office/ Residential	Commercial
6880 Tippin Avenue	Delta Properties Baton Rouge, Inc.	R-1AAA	C-1	LDR	Commercial

These parcels are currently zoned R-2 - Residential/Office District and R-1AAA - Low Density Residential District and the existing Future Land Use (FLU) designations are Office/Residential and Low Density Residential. The applicant is proposing to amend the zoning districts to C-1, Commercial Zoning District and the FLUM to Commercial.

Existing Zoning Districts and Future Land Use:

- R-2 - The residential/office land use district is established for the purpose of providing for a mixture of residential housing types and densities and office uses. Residential and office uses shall be allowed within the same structure. When the R-2 zoning district is located in older, developed areas of the city, the zoning regulations are intended to provide for residential or office infill development at a density, character and scale compatible with the surrounding area. In some cases the R-2 district is also intended as a transition area between commercial and residential uses.
- R-1AAA - The low-density residential land use district is established for the purpose of providing and preserving areas of single-family, low intensity development at a maximum density of 4.8 dwelling units per acre in areas deemed suitable because of compatibility with existing development and/or the environmental character of the areas. The nature of the use of property is basically the same in all three single-family zoning districts.
- FLU - Office/Residential - 18 or fewer residential dwelling units per acre.
- FLU - Low Density Residential - 5 or fewer residential dwelling units per acre.

Proposed Zoning District and Future Land Use:

- C-1 - The C-1 zoning district's regulations are intended to provide for conveniently supplying the immediate needs of the community where the types of services rendered and the commodities sold are those which are needed frequently. The C-1 zoning district is intended to provide a transitional buffer between mixed-use neighborhood commercial areas and more intense commercial zoning.
- Commercial FLU - The Commercial Land Use District is established for the purpose of providing areas of commercial development ranging from compact shopping areas to limited industrial/high intensity commercial uses. Conventional residential use is allowed as well as residential uses on upper floors above ground floor commercial or office uses and in other types of mixed-use development.

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

On January 10, 2023, the Planning Board recommended approval of the request with a 6:0 vote.

PRIOR ACTION:

February 23, 2023 - City Council voted to approve Proposed Ordinance No. 02-23 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

1/10/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Sherry Morris, AICP, Development Services Director

Cynthia Cannon, AICP, Planning and Zoning Manager

ATTACHMENTS:

- 1) Proposed Ordinance No. 02-23
- 2) Planning Board Rezoning Application
- 3) Planning Board Minutes January 10, 2023 - DRAFT
- 4) FLUM Map 2023

PRESENTATION: No

PROPOSED
ORDINANCE NO. 02-23

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN
AND FUTURE LAND USE MAP OF THE CITY OF
PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY;
REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the city council desires to effect an amendment to a portion of the future land use element of the comprehensive plan; and

WHEREAS, said amendment is consistent with the other portions of the future land use element and all other applicable elements of the comprehensive plan, as amended; and

WHEREAS, said amendment will affirmatively contribute to the health, safety and general welfare of the citizens of the city; and

WHEREAS, the city council has followed all of the procedures set forth in F.S. sections 163.3184 and 163.3187, and all other applicable provisions of law and local procedures with relation to amendment to the future land use element of the comprehensive plan; and

WHEREAS, proper public notice was provided and appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following amendment to the comprehensive plan and future land use map of the city;

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

SECTION 1. That the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to the following described real property in the City of Pensacola, Florida, to-wit:

The North 225 feet of the West 108.33 feet of Lot 1, Block D, Abb Subdivision, Section 10, Township 1 South, Range 29 West, as per plat recorded in Plat 1, at Page 82 of the Public Records of Escambia County, Florida

The East 112.5 feet of the North 225 feet, of Lot 1, Block "D", ABB Subdivision, in Section 10, Township 1 South, Range 29 West, Escambia County, Florida according to Plat recorded in Plat Book 1 at Page 82 of the public records of said County

The West 112.5 feet of the East 225 feet of the North 225 feet of Lot 1,Block "D", ABB Subdivision, in Section 10, Township 1 South, Range 29 West, in the City of Pensacola, Escambia County, Florida

The West 111 feet 1 3/8 inches of North 293 feet 9 inches of Lot 2, Block "D", ABB Subdivision, Section 10, Township 1 South, Range 29 West, Escambia County, Florida, according to Plat recorded in Plat Book 1 at Page 82 of the public records of said County

The East 111 feet 1 & 3/8 inches of the West 222 feet 2 & 6/8 inches of the North 293 feet 9 inches of Lot 2, Block D, in Section 10, Township 1 South, Range 29 West, ABB Subdivision, according to the plat thereof, recorded in Plat Book 1, Page(s) 82, of the Public Records of Escambia County, Florida

A portion of Lot 2, Block "D", ABB Subdivision as recorded in Plat Book 1, Page 82, of the Public Records of Escambia County, Florida, more particularly described as follows: The East 111 feet 1 and 3/8 inches of the North 293 feet 9 inches of Lot 2, in Block "D", in Section 10, Township 1 South, Range 29 West per ABB Subdivision, a plat of which is recorded in Plat Book 1, and Page 82, of the Public Records of Escambia County, Florida

is hereby changed from "O" Office to "C" Commercial; and further that

The South 100.39 feet of the North 325.39 feet of Lot 1, Block "D", ABB SUBDIVISION, a subdivision of a portion of Section 10, Township 1 South, Range 29 West, according to plat filed in Plat Book 1, at Page 82 of the Public Records of Escambia County, Florida

is hereby changed from "LDR" low-density residential, to "C" Commercial.

SECTION 2. The city council shall by subsequently adopted ordinance change the zoning classification and zoning map for the subject property to a permissible zoning classification, as determined by the discretion of the city council, which is consistent with the future land use classification adopted by this ordinance. Pending the adoption of such a rezoning ordinance, no development of the subject property shall be permitted which is inconsistent with the future land use classification adopted by this ordinance.

SECTION 3. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

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

SECTION 5. This ordinance shall 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



Meredith D. Bush, AICP
Direct (850) 208-7088
mbush@clarkpartington.com

Board Certified City, County and Local Government Attorney

December 9, 2022

VIA EMAIL & HAND-DELIVERY

Planningapplications@cityofpensacola.com

City of Pensacola - Planning & Zoning
222 W. Main Street
Pensacola, FL 32502

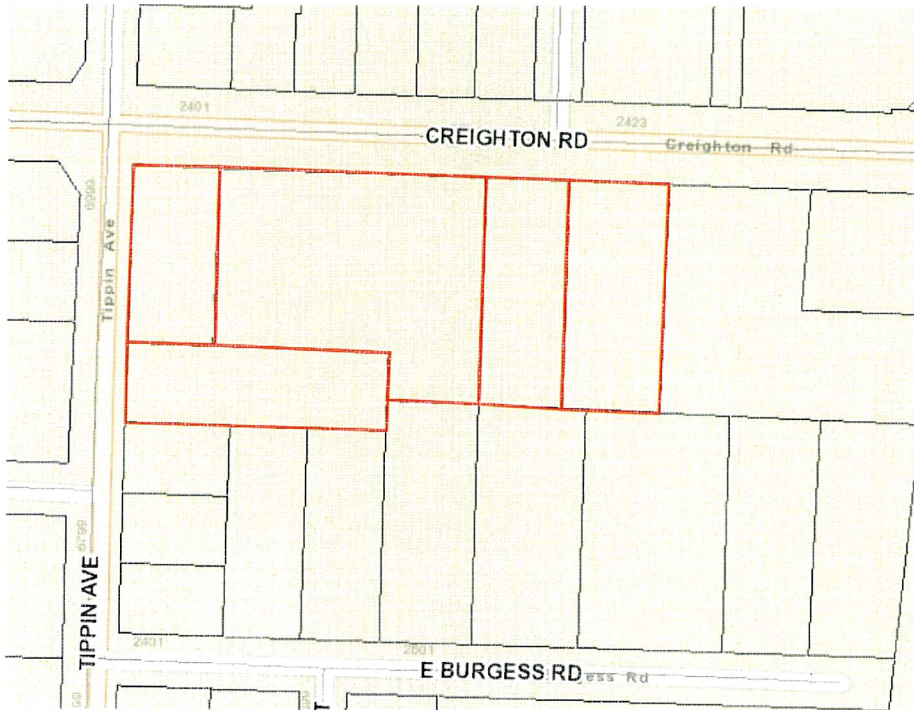
Re: Rezoning Application; CP Matter No. 221208

Dear City of Pensacola,

Please find enclosed our rezoning application and required attachments for the following properties:

Parcel ID	Address	Owner	Current Zoning	Requested Zoning	Current FLU	Requested FLU
10-1S-29-3101-010-004	2401 Creighton Road	Delta Properties Baton Rouge, Inc.	R-2	C-1	Office/Residential	Commercial
10-1S-29-3101-012-004	2409 Creighton Road	Delta Properties Baton Rouge, Inc.	R-2	C-1	Office/Residential	Commercial
10-1S-29-3101-022-004	2421 Creighton Road	Delta Properties Baton Rouge, Inc.	R-2	C-1	Office/Residential	Commercial
10-1S-29-3101-023-004	2431 Creighton Road	Irish Autumn Properties LLC	R-2	C-1	Office/Residential	Commercial
10-1S-29-3101-014-004	6880 Tippin Avenue	Delta Properties Baton Rouge, Inc.	R-1AAA	C-1	LDR	Commercial

The five contiguous parcels are located at the corner of Creighton Road and Tippin Avenue as shown in the map below and in the attachments included with this submission.



The purpose of the rezoning request is for future development as a grocery store.

The enclosed application and attachments along with the required application fee are being hand-delivered in hard-copy. This correspondence, the application and attachments are also being provided in electronic form by email. Should you have any questions, please feel free to call or write. My direct number is (850) 208-7088.

Thank you in advance for your consideration of this request.

Sincerely,


Meredith D. Bush

MDB/bfs

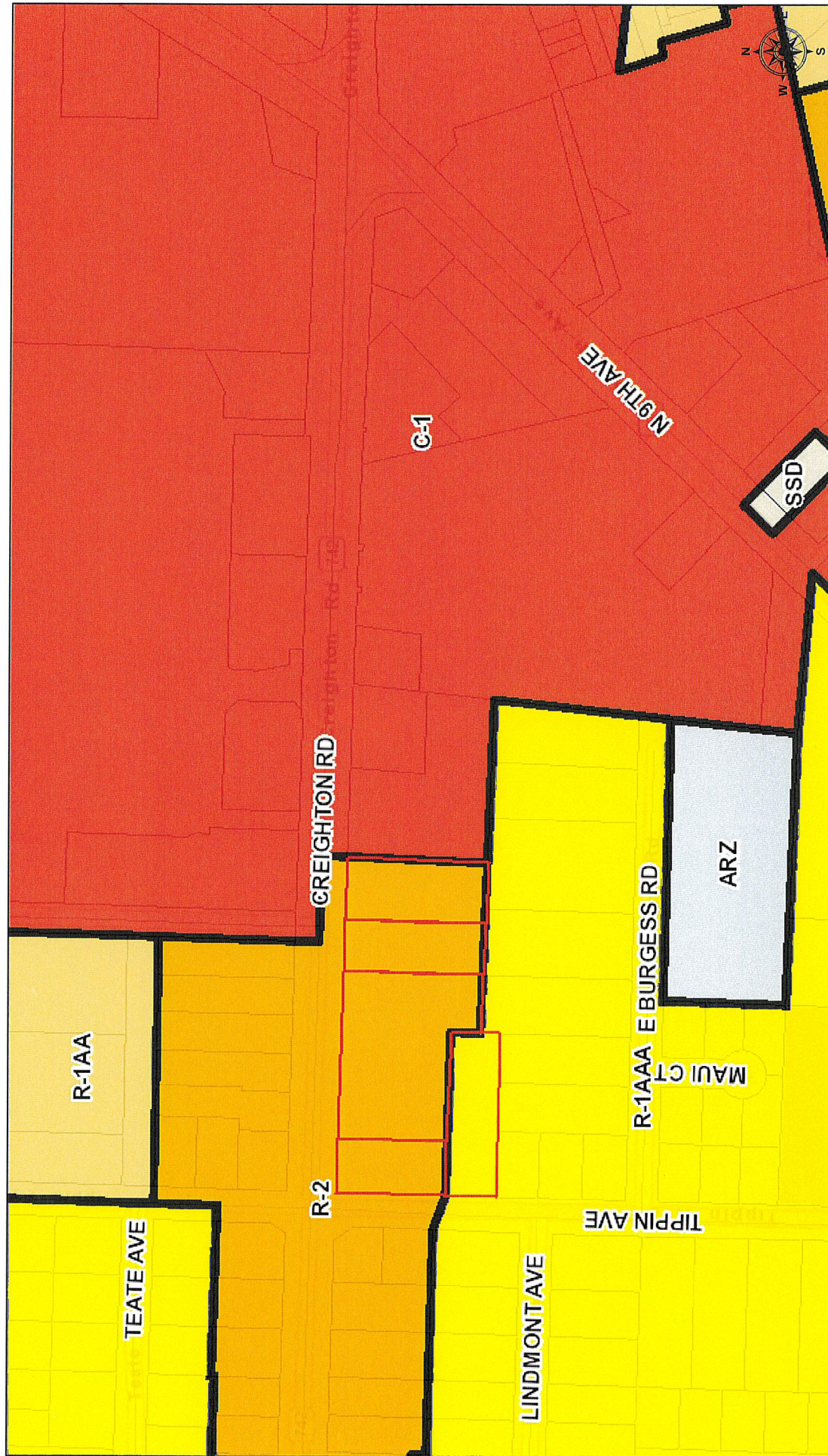
Enclosures

cc: Cynthia Cannon, AICP (CCannon@cityofpensacola.com)

Will Akin (will@cgpre.com)

A4821725.DOCX

Location Map



December 9, 2022

1:3,754

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



REZONING

Please check application type:

☒ Conventional Rezoning

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

Comprehensive Plan / FLUM Amendment

☐ (< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐ (≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00

Applicant Information:

Name: Meredith Bush, AICP, Attorney - Clark Partington Date: 12/6/2022

Address: 125 E. Intendencia Street, 4th Floor, Pensacola, Florida 32502

Phone: (850) 208-7088 Fax: (850) 432-7340 Email: mbush@clarkpartington.com

Property Information:

Owner Name: Delta Properties Baton Rouge, Inc. Phone: _____

Location/Address: 2401 Creighton Road

Parcel ID: 10 - 1 S - 29 - 3101 - 010 - 004 Acres/Square Feet: 5596

Zoning Classification: Existing R-2 Proposed C-1

Future Land Use Classification: Existing Office Proposed Commercial

Reason Rezoning Requested: Development as a grocery store compatible with surrounding uses

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 7th day of December, 2022

Meredith Bush
Applicant Signature

Meredith Bush
Applicant Name (Print)

Billy L. Clark
Owner Signature

Billy L. Clark
Owner Name (Print)

Sworn to and subscribed to before me this 7th day of December, 2022 Billy L. Clark only

Name: Dan Sam Sam Commission Expires: at death

FOR OFFICE USE ONLY

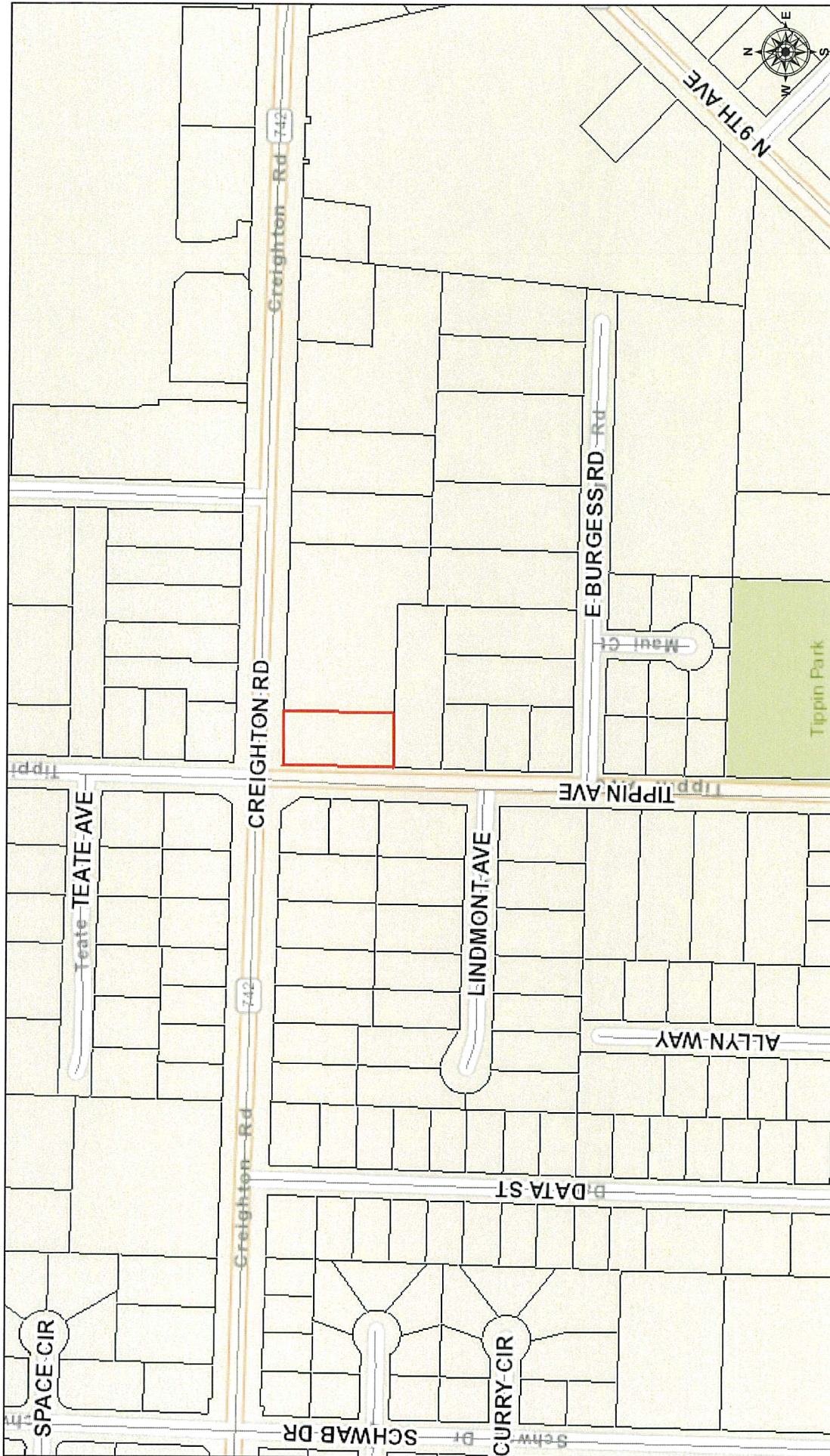
Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

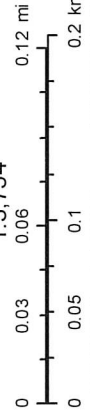
Second Reading: _____ Ordinance Number: _____

Location Map - 2401 Creighton Road



December 8, 2022

1:3,754

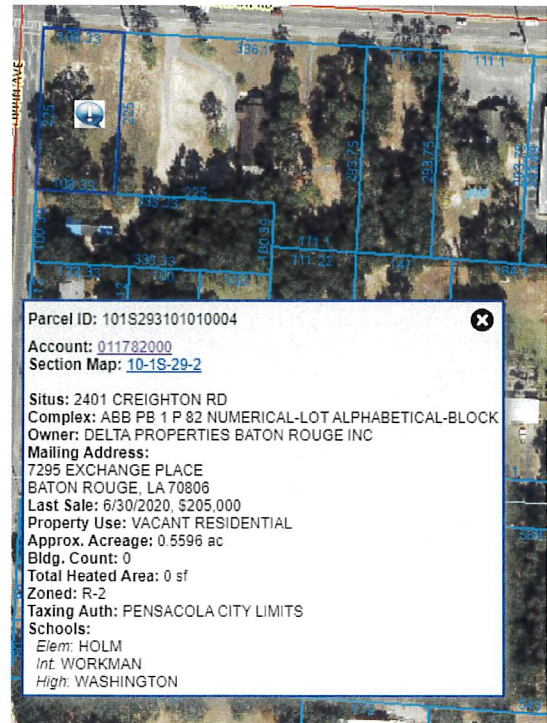


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Parcel ID: 101S293101010004
Account: 011782000
Owners: DELTA PROPERTIES BATON ROUGE INC
Mail: 7295 EXCHANGE PLACE
BATON ROUGE, LA 70806
Situs: 2401 CREIGHTON RD 32504
Use Code: VACANT RESIDENTIAL
Taxing Authority: PENSACOLA CITY LIMITS

Legal Description:

The North 225 feet of the West 108.33 feet of Lot 1, Block D, Abb Subdivision, Section 10, Township 1 South, Range 29 West, as per plat recorded in Plat 1, at Page 82 of the Public Records of Escambia County, Florida.





REZONING

Please check application type:

☒ **Conventional Rezoning**

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

Comprehensive Plan / FLUM Amendment

☐ (< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐ (≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00

Applicant Information:

Name: Meredith Bush, AICP, Attorney - Clark Partington Date: 12/6/2022

Address: 125 E. Intendencia Street, 4th Floor, Pensacola, Florida 32502

Phone: (850) 208-7088 Fax: (850) 432-7340 Email: mbush@clarkpartington.com

Property Information:

Owner Name: Delta Properties Baton Rouge, Inc. Phone: _____

Location/Address: 2409 Creighton Road

Parcel ID: 10 - 1 S - 29 - 3101 - 012 - 004 Acres/Square Feet: 1.90

Zoning Classification: Existing R-2 Proposed C-1

Future Land Use Classification: Existing Office Proposed Commercial

Reason Rezoning Requested: Development as a grocery store compatible with surrounding uses

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 7th day of December, 2022

Applicant Signature

Meredith Bush

Applicant Name (Print)

Owner Signature

Billy L. Clark

Owner Name (Print)

Sworn to and subscribed to before me this 7th day of December, 2022 Billy L. Clark only

Name

Dwain Hunt

Commission Expires: at death

FOR OFFICE USE ONLY

Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

Second Reading: _____ Ordinance Number: _____

Location Map - 2409 Creighton Road



December 8, 2022

1:3,754
0 0.03 0.06 0.12 mi
0 0.05 0.1 0.2 km
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

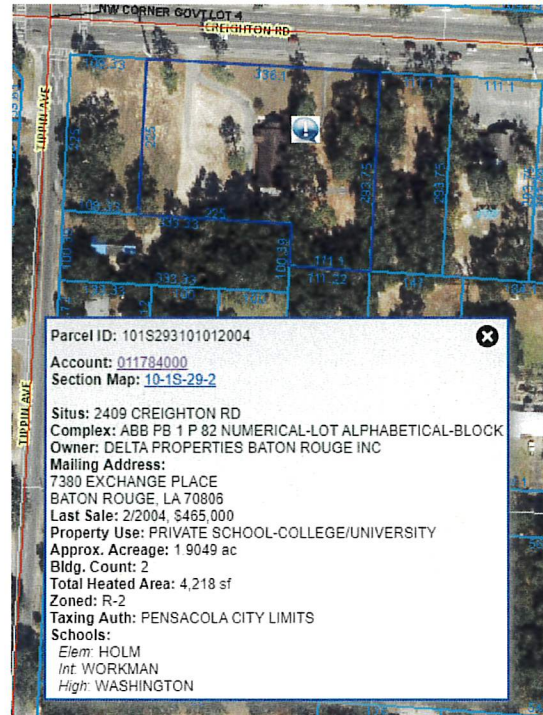
Parcel ID: 101S293101012004
Account: 011784000
Owners: DELTA PROPERTIES BATON ROUGE INC
Mail: 7380 EXCHANGE PLACE
BATON ROUGE, LA 70806
Situs: 2409 CREIGHTON RD 32504
Use Code:PRIVATE SCHOOL-COLLEGE/UNIVERSITY
Taxing Authority: PENSACOLA CITY LIMITS

Legal Description:

The East 112.5 feet of the North 225 feet, of Lot 1, Block "D", ABB Subdivision, in Section 10, Township 1 South, Range 29 West, Escambia County, Florida according to Plat recorded in Plat Book 1 at Page 82 of the public records of said County.

The West 112.5 feet of the East 225 feet of the North 225 feet of Lot 1,Block "D", ABB Subdivision, in Section 10, Township 1 South, Range 29 West, in the City of Pensacola, Escambia County, Florida.

The West 111 feet 1 3/8 inches of North 293 feet 9 inches of Lot 2, Block "D", ABB Subdivision, Section 10, Township 1 South, Range 29 West, Escambia County, Florida, according to Plat recorded in Plat Book 1 at Page 82 of the public records of said County.



REZONING

Please check application type:

☒ Conventional Rezoning

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

Comprehensive Plan / FLUM Amendment

☐ (< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐ (≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00



Applicant Information:

Name: Meredith Bush, AICP, Attorney - Clark Partington Date: 12/6/2022

Address: 125 E. Intendencia Street, 4th Floor, Pensacola, Florida 32502

Phone: (850) 208-7088 Fax: (850) 432-7340 Email: mbush@clarkpartington.com

Property Information:

Owner Name: Delta Properties Baton Rouge, Inc. Phone: _____

Location/Address: 2421 Creighton Road

Parcel ID: 10 - 1 S - 29 - 3101 - 022 - 004 Acres/Square Feet: 6875

Zoning Classification: Existing R-2 Proposed C-1

Future Land Use Classification: Existing Office Proposed Commercial

Reason Rezoning Requested: Development as a grocery store compatible with surrounding uses

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 7th day of December, 2022

Applicant Signature

Meredith Bush

Applicant Name (Print)

Owner Signature

Billy L. Clark

Owner Name (Print)

Sworn to and subscribed to before me this 7th day of December, 2022 Billy L. Clark only

Name: Benjamin Faust

Commission Expires: at death

FOR OFFICE USE ONLY

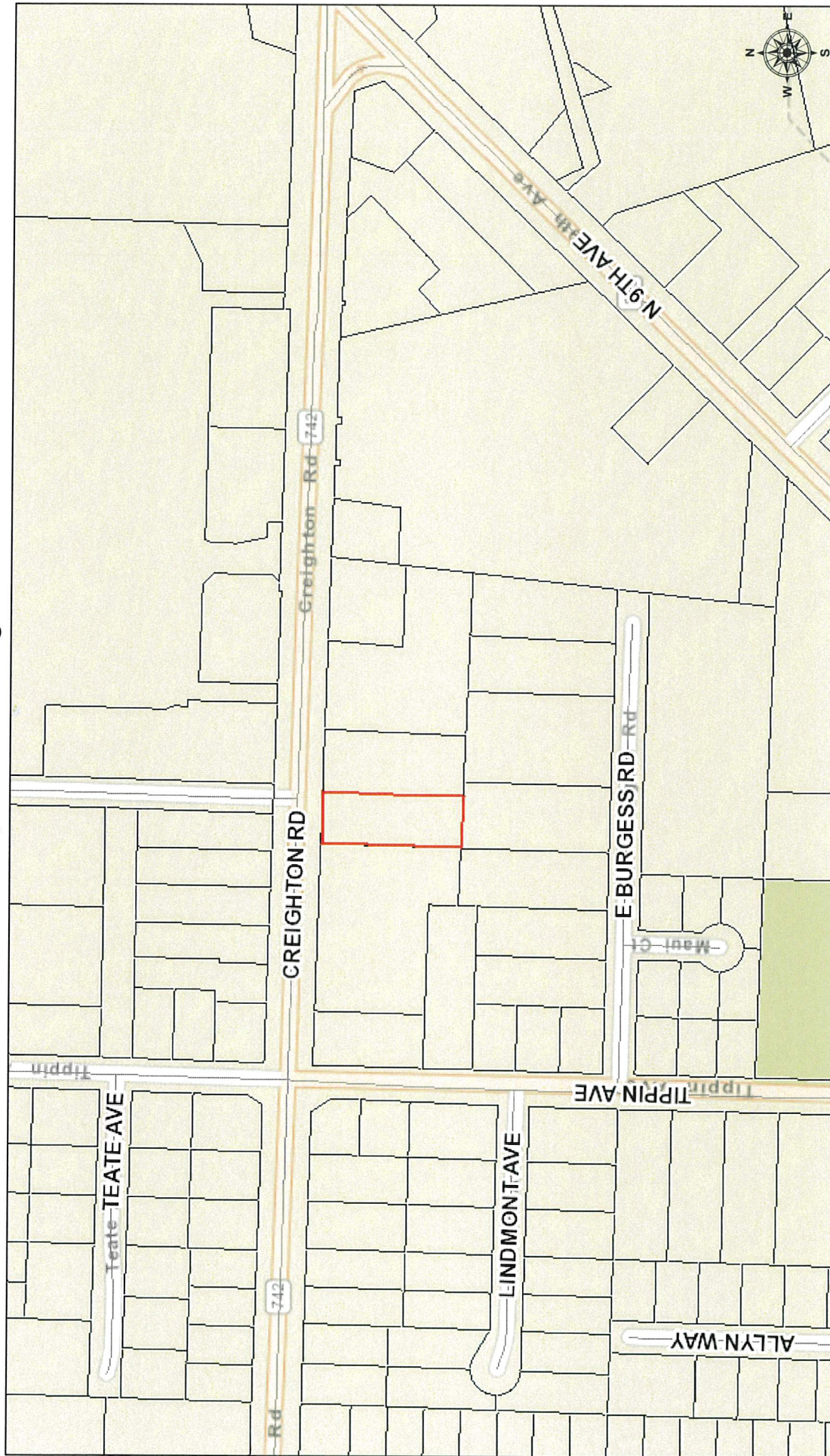
Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

Second Reading: _____ Ordinance Number: _____

Location Map - 2421 Creighton Road



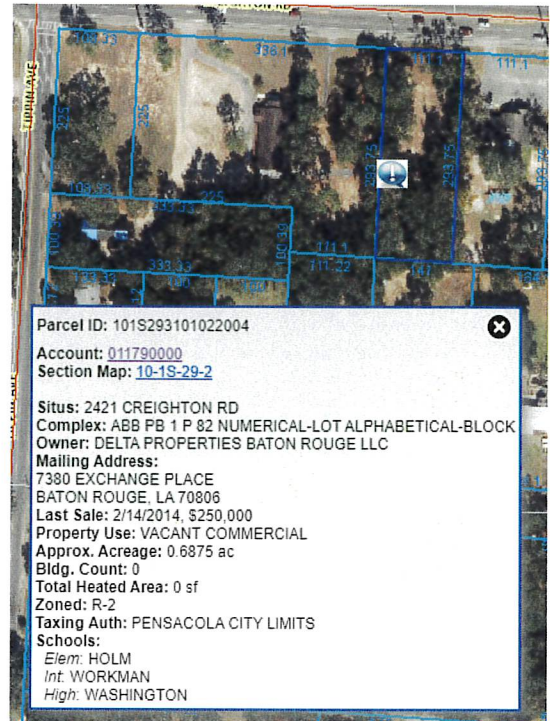
December 8, 2022

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Parcel ID: 101S293101022004
Account: 011790000
Owners: DELTA PROPERTIES BATON ROUGE LLC
Mail: 7380 EXCHANGE PLACE
BATON ROUGE, LA 70806
Situs: 2421 CREIGHTON RD 32504
Use Code: VACANT COMMERCIAL CodeList
Taxing Authority: PENSACOLA CITY LIMITS

Legal Description:

The East 111 feet 1 & 3/8 inches of the West 222 feet 2 & 6/8 inches of the North 293 feet 9 inches of Lot 2, Block D, in Section 10, Township 1 South, Range 29 West, ABB Subdivision, according to the plat thereof, recorded in Plat Book 1, Page(s) 82, of the Public Records of Escambia County, Florida



REZONING



Please check application type:

☒ Conventional Rezoning

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

Comprehensive Plan / FLUM Amendment

☐ (< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐ (≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00

Applicant Information:

Name: Meredith Bush, AICP, Attorney - Clark Partington

Date: 12/6/2022

Address: 125 E. Intendencia Street, 4th Floor, Pensacola, Florida 32502

Phone: (850) 208-7088

Fax: (850) 432-7340

Email: mbush@clarkpartington.com

Property Information:

Owner Name: Irish Autumn Properties, LLC

Phone: _____

Location/Address: 2431 Creighton Road

Parcel ID: 10 - 1 S - 29 - 31 01 - 02 3 - 00 4 Acres/Square Feet: 8240

Zoning Classification: Existing R-2

Proposed C-1

Future Land Use Classification: Existing Office

Proposed Commercial

Reason Rezoning Requested: Development as commercial compatible with surrounding uses

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 8th day of December, 2022

Meredith Bush

Applicant Signature

Meredith Bush

Applicant Name (Print)

Laura L. O'Brien

Owner Signature

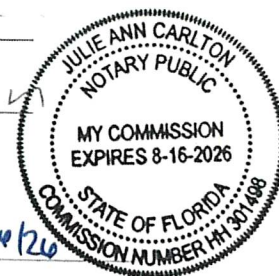
Laura L. O'Brien

Owner Name (Print)

Sworn to and subscribed to before me this 8th day of December, 2022

Name: Julie Coe

Commission Expires: 8/16/26



FOR OFFICE USE ONLY

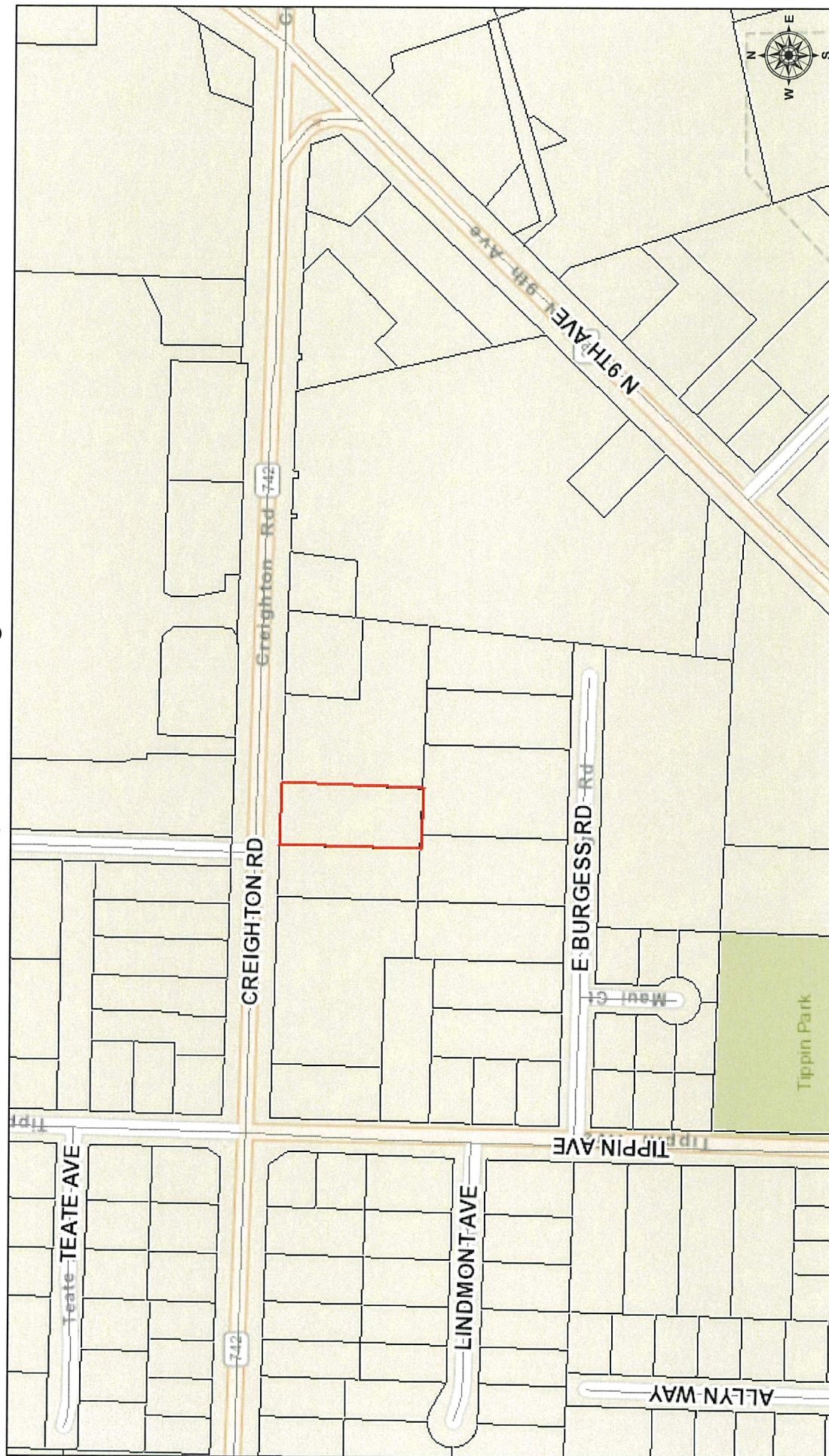
Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

Second Reading: _____ Ordinance Number: _____

Location Map - 2431 Creighton Road



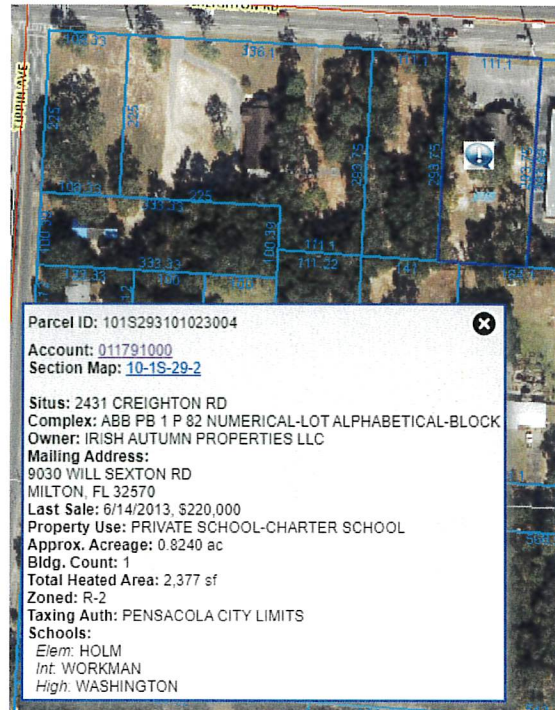
December 8, 2022

1:3,754
0 0.03 0.06 0.12 mi
0 0.05 0.1 0.2 km
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Parcel ID: 101S293101023004
Account: 011791000
Owners: IRISH AUTUMN PROPERTIES LLC
Mail: 9030 WILL SEXTON RD
MILTON, FL 32570
Situs: 2431 CREIGHTON RD 32504
Use Code: PRIVATE SCHOOL-CHARTER SCHOOL
Taxing Authority: PENSACOLA CITY LIMITS

Legal Description:

A portion of Lot 2, Block "D", ABB Subdivision as recorded in Plat Book 1, Page 82, of the Public Records of Escambia County, Florida, more particularly described as follows: The East 111 feet 1 and 3/8 inches of the North 293 feet 9 inches of Lot 2, in Block "D", in Section 10, Township 1 South, Range 29 West per ABB Subdivision, a plat of which is recorded in Plat Book 1, and Page 82, of the Public Records of Escambia County, Florida.





REZONING

Please check application type:

☒ Conventional Rezoning

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

Comprehensive Plan / FLUM Amendment

☐ (< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐ (≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00

Applicant Information:

Name: Meredith Bush, AICP, Attorney - Clark Partington Date: 12/6/2022

Address: 125 E. Intendencia Street, 4th Floor, Pensacola, Florida 32502

Phone: (850) 208-7088 Fax: (850) 432-7340 Email: mbush@clarkpartington.com

Property Information:

Owner Name: Delta Properties Baton Rouge, Inc. Phone: _____

Location/Address: 6880 Tippin Avenue

Parcel ID: 1 0 - 1 S - 2 9 - 3 1 0 1 - 0 1 4 - 0 0 4 Acres/Square Feet: 7557

Zoning Classification: Existing R-1AAA Proposed C-1

Future Land Use Classification: Existing LDR Proposed Commercial

Reason Rezoning Requested: Development as a grocery store compatible with surrounding uses

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 7th day of December, 20 22

Meredith Bush
Applicant Signature

Billy L. Clark
Owner Signature

Meredith Bush
Applicant Name (Print)

Billy L. Clark
Owner Name (Print)

Sworn to and subscribed to before me this 7th day of December, 20 22 Billy L. Clark only

Name: Daniam Land

Commission Expires: At death

FOR OFFICE USE ONLY

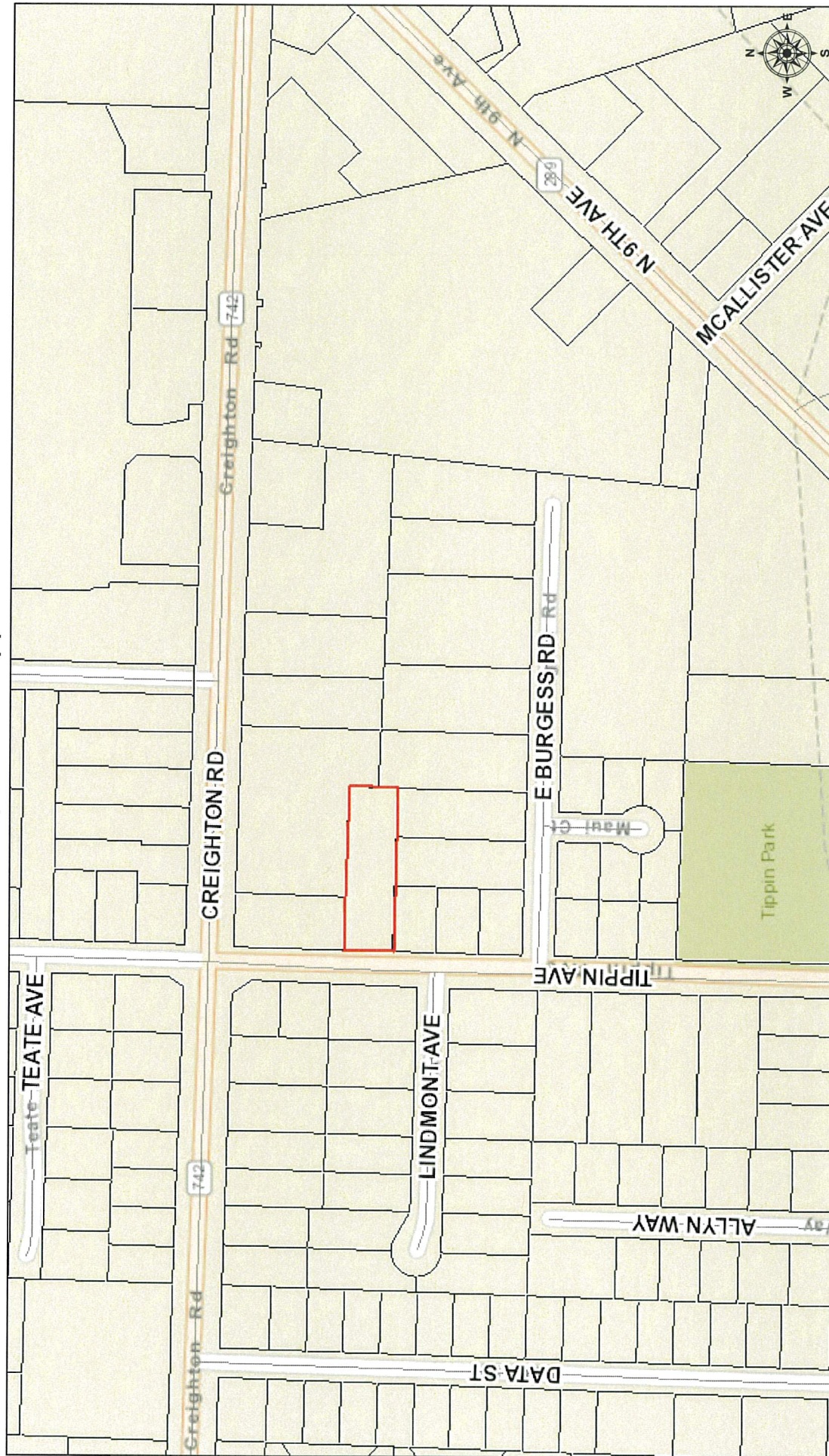
Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

Second Reading: _____ Ordinance Number: _____

Location Map - 6880 Tippin Avenue

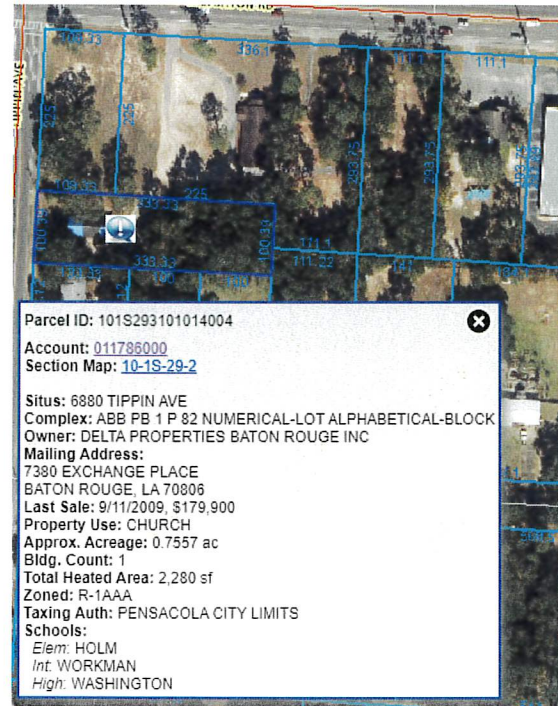


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Parcel ID: 101S293101014004
Account: 011786000
Owners: DELTA PROPERTIES BATON ROUGE INC
Mail: 7380 EXCHANGE PLACE
BATON ROUGE, LA 70806
Situs: 6880 TIPPIN AVE 32504
Use Code:CHURCH
Taxing Authority: PENSACOLA CITY LIMITS

Legal Description:

The South 100.39 feet of the North 325.39 feet of Lot 1, Block "D", ABB SUBDIVISION, a subdivision of a portion of Section 10, Township 1 South, Range 29 West, according to plat filed in Plat Book 1, at Page 82 of the Public Records of Escambia County, Florida.





MINUTES OF THE PLANNING BOARD

January 10, 2023

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

MEMBERS ABSENT: Board Member Sampson

STAFF PRESENT: Planning & Zoning Manager Cannon, Assistant Planning & Zoning Manager Harding, Deputy City Administrator Forte, Help Desk Technician Russo, Executive Assistant Chwastyk

STAFF VIRTUAL: Development Services Director Morris, City Attorney Lindsay, Development Services Coordinator Statler

OTHERS PRESENT: Betsy Smith, Bob Smith, Will Akin, Spencer Akin, Rob Fink, Meredith Bush, Brett Orrell, Dave Bourassa, Bruce Boland

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from December 13, 2022
- **New Business:**
- Preliminary Plat Approval – Girard Place Phase II – South Reus Street near Garden Street – District 7
- Zoning Map and Future Land Use Map (FLUM) Amendment for 2401, 2409, 2421, 2431 Creighton Road and 6880 Tippin Avenue – District 2
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Paul Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes – Board Member Villegas made a motion to approve the December 13, 2022 minutes, seconded by Board Member Van Hoose, and it carried 5:0.

New Business –

Preliminary Plat Approval – Girard Place Phase II – South Reus Street near Garden Street – District 7

Planning & Zoning Manager, Cannon introduced the item to approve the preliminary plat for Girard Place Phase II, which is located along South Reus Street near Garden Street in the C-2 zoning district of which three parcels will be subdivided into twelve lots to accommodate single family attached residents. These are located within the dense business area and the governmental center district. Brett Orell, Poly Surveying, represented the applicant. He stated that this is a continuation of a previous project with the same design team from the civil side of things and the same architecture team. Chairperson Ritz stated this is the first of two times this will come before the board. Chairperson Ritz mentioned that there were several comments from staff members, Planning & Zoning Manager, Cannon confirmed the majority of comments were accepted/approved by Surveying and Engineering prior to the meeting. Board Member Grundhoefer inquired if there were plans to open Hilary Street, Brett Orell answered yes, but only for the benefit of the development and not for public use. Planning & Zoning Manager, Cannon, stated that was part of the surveyor's comments regarding legal and title opinions for Hilary Street access. Assistant Planning & Zoning Manager Harding stated that this project came before the Architectural Review Board in 2017 for Phase I and II with approval for front facing parking. Board Member Villegas inquired if this would be going back before the Architectural Review Board. Assistant Planning & Zoning Manager Harding replied no, not unless any changes were made from the initial ARB approval. Chairperson Ritz stated the item would come back before the Planning Board for final plat approval before going before the City Council. Board Member Grundhoefer questioned if the lot sizes have changed, Assistant Planning & Zoning Manager Harding replied, no. Board Member Villegas asked what the concern about the risk for erosion and other issues was. Planning & Zoning Manager, Cannon, shared the comments of Inspections Division Manager Bilby in that he would like to see this project move forward since the exposed mound of dirt is still sitting there and that part of the site is in a flood zone. Betsy Smith of 63 South Reus Street, the last unit adjacent to the parcel to be constructed, raised concerns about visibility. Betsy Smith is excited that something is going to go on after no activity, her concerns are with the revised setbacks that allow the building to be pushed up to the sidewalk and impair her vision instead of being flush with the existing buildings. Chairperson Ritz asked if this is a zero-lot line, Planning & Zoning Manager, Cannon stated the front, rear, and side setbacks can't go more than ten but up to zero. Chairperson Ritz stated they are allowed by right to the zero-lot line setback and from a legal standpoint they are not in the wrong. Betsy Smith replied that she just wanted to state her point. Board Member Grundhoefer added that this is a preferred situation and that they actually had preferred Phase I be done the same as Phase II. Board Member Villegas asked to view the plans and visuals of what was approved by ARB. A discussion ensued about how large subdivisions are done in phases and it was approved by Architectural Review Board in 2017 and if there were any changes to the approved plans they would require some form of review by the Architectural Review Board. Board Member Grundhoefer inquired if the owner would maintain the street or if it would be deeded back to the City, Brett Orell answered it is the owners intent to continue to own Hilary street and

that sewer and water are through a portion of that right of way and that the City reserved a perpetual easement to have access for an emergency or utilities. **Board Member Grundhoefer made a motion to approve, seconded by Board Member Powell and it carried 6:0.**

Request for Zoning Map and Future Land Use Map (FLUM) Amendment for 2401, 2409, 2421, 2431 Creighton Road and 6880 Tippin Avenue – District 7

Planning & Zoning Manager, Cannon introduced the item in which the applicant is requesting four properties along Creighton Road zoned R-2 and one property on Tippin zoned R-1AA be rezoned to C-1. The parcels would go from Office/Residential to Commercial. Per current zoning regulations you need to be adjacent to the zoning district that you are requesting. The intent is to avoid spot zoning. Chairperson Ritz requested a brief review of what could be built by right in C-1. Planning & Zoning Manager, Cannon shared the purpose of R-2, the residential/office land use district and stated that it is established for the purpose of providing for a mixture of residential housing types and densities and office uses. The density is the same as C-1, 35 units per acre. Uses in R-2 include office buildings, hospitals, nursing homes, schools, banks, barber and beauty shops. Uses in R-NC residential neighborhood and commercial zoning include retail food and package stores, bakeries, martial arts, laundromats, and restaurants. The purpose of C-1 is commercial development ranging from compact shopping areas to limited industrial/high intensity commercial uses. The C-1 zoning district is intended to provide a transitional buffer between mixed-use neighborhood commercial areas. Uses in C-1 are motel/hotels, retail sales, car washes, movie theaters, pet shops, business schools, trade schools, and medical marijuana dispensaries. Chairperson Ritz inquired if there's a difference in lot coverage and setback requirements, Planning & Zoning Manager, Cannon stated that C-1 is less restrictive, lot coverage is 75% for C-1 and 50% for R-2 and the setbacks vary. Chairperson Ritz then asked if this were approved would there still need to be a buffer between C-1 and adjacent R-1AAA, Planning & Zoning Manager, Cannon replied yes, there's a 10-foot landscape buffer that's required. Board Member Van Hoose questioned what the buffer was between R-2 and R-1AAA, Planning & Zoning Manager, Cannon stated no buffer is required. Board Member Van Hoose then asked if the rules prohibit the one parcel on the map from being considered because it's not adjacent to C-1, Planning & Zoning Manager, Cannon answered all parcels must get rezoned to C-1 for that one parcel in question to be eligible. Assistant Planning & Zoning Manager, Harding brought out that the buffer requirement is part of our commercial site plan development ordinance, it's meant for all commercial developments that border any kind of residential zoning district or residential property and it's a 10-foot zone intended for landscaping. Board Member Van Hoose asked what the size is of the smallest lot on the map that's right besides C-1, and it was shown to be 87-feet wide. Chairperson Ritz stated this request is a zoning change not for a particular establishment, they are just determining if C-1 is appropriate for this part of Pensacola. Meredith Bush of Clark Partington represented the applicant. They are seeking to rezone five parcels from R-2 and R-1AAA to C-1 at the corner of Creighton Road and Tippin Avenue. The applicant feels they meet the criteria of the code for approval and that this represents a logical and orderly development pattern, that it would not adversely impact the surrounding area but would be in line with existing commercial uses in that area. The site is currently home to a massage school and not a residential structure. The representatives brought conceptual plans on large easels that showed a grocery store and other commercial uses. Meredith Bush stated they would

abide by all code criteria to include buffering and lighting standards. They then showed a brief video of the site. Will Akin one of the applicants offered to answer any questions the board members had. Board Member Villegas wanted details of the meeting the applicants had regarding the rezoning and project on January 5, 2023. Will Akin informed the board five residents attended and all spoke positively, they had three phone calls, two of which were commercial and they were excited about the project. There was one property owner that reached out via email with questions and concerns, they addressed his email and are awaiting his response. Chairperson Ritz asked staff if postcards had gone out, staff replied yes, they had gone out in the 500-foot radius that is required. Will Akin stated they also sent out their own letters so that residents would have his contact information for any questions or concerns. Chairperson Ritz let the applicant know that he and the board appreciates the level of effort on the applicants part to get feedback from the community. Board Member Villegas inquired as to when the applicants letter went out, letters went out on December 20, 2022, to all residents within a 500-foot radius and the letters went to the property owner of record. Board Member Grundhoefer asked staff if the site had been posted, staff replied yes. Board Member Villegas spoke of the timing of the request being during the holiday season. Will Akin stated it was done because of the contract timeline and that they would like to put an Aldi's on the site. Board Member Villegas asked for clarification about the 1.43 acres shown on the map. The applicant stated it is excess land as part of the purchase contract, part of the development they'll attempt to develop. Board Member Grundhoefer asked if there were other speakers, there were none. Chairperson Ritz polled the audience and there were three people in the audience in support of the project, they were asked to fill out a speaker form. Board Member Grundhoefer inquired as to how they plan to buffer the small property abutting the southside from the proposed Aldi's. Will Akin stated the truck dock was intentionally put on the Creighton Street side to provide for better buffering. Will Akin stated that Aldi's are good corporate citizens and if there's something the City or the planners desire, Aldi's will want to do that and make sure they are good neighbors. Board Member Villegas asked how large the space is, applicant replied the store would be approximately 20,000 square feet. Board Member Grundhoefer wanted to know if any traffic issues were looked at by the City, staff replied this a rezoning and that's not addressed at this step. Chairperson Ritz stated the purpose of the board is to discuss this and see if C-1 is an appropriate move for the City, their job is to help the City Council in discussing as to whether this change to C-1 is appropriate for this location. Board Member Powell stated she feels it does serve the area and is encouraged that the lot will be used. Clinton Taffe called into the meeting, he owns four parcels, or 3.82 acres zoned R-1AA near Schwabb and John Carroll. He had asked years ago if this area would be a candidate for commercial, he was advised it would never be commercial because it is a border between the Walmart and the subdivision on Teate and Lansing. He stated this is residential zoning surrounded on three sides by residential zoning and that anything allowed under C-1 would allow for large parking lots and tall lights. Clinton Taffe feels it's an infringement into the neighborhood and that there are residents in opposition, they are just unable to get to the meetings due to age or health issues. If allowed, traffic on Tippin Avenue will increase causing people to have to divert to Dunmire. Clinton Taffe concluded by stating, there are a lot of vacancies in Eastgate Shopping Center and other options available that are already zoned commercial. Board Member Villegas appreciated the fact that he had been in contact with the surrounding neighbors, but questioned why he hadn't provided the contact information of these individuals with City staff so that contact could have been made to understand their feeling on this matter. Clinton Taffe stated when the

notices came out around the holidays, he attempted to contact Mr. Akins but only received his reply yesterday and had not had a chance to read his response because he has to work. He was able to touch base with the neighbors yesterday, Monday, and he proceeded to give the names of Essie Akins and Herbert Hines and an idea of where they lived. Chairperson Ritz then gave the comparison to the Publix on Cervantes Street in East Hill and that is also adjacent to residential neighborhoods and that he can personally accept this change. Vice Chairperson Larson noted he prefers RNC, but he can see from the planning that's not possible, and that C-1 is the right fit for the area, and he understands the commercial value outweighs the residential value. Board Member Grundhoefer asked if this building would comply with RNC zone. Planning & Zoning Manager, Cannon, answered no, retail food is not allowed until C-1 but if in RNC, only 4,000 square feet are allowed not the 20,000 square feet of Aldi's. Board Member Villegas asked Will Akin if he was a part of the team that brought the Aldi's to West Pensacola, he replied he was a part of the Alabama stores. Board Member Villegas then asked when Aldi's applies for zone changes, what's the percentage rate of them following through, he replied the head V.P. has approved this particular site. Once the V.P. stamps it, as long as the rents and sales are comparable that's a stamp of approval, he gave it a 95 percent approval rate. Additionally, they will have to see what FDOT has to say about the access to the light on the corner, sometimes environmental things come up that could hurt a deal, but this appears to be clean, the title search was clean, and they typically like to be near a Walmart. Chairperson Ritz stated this item will have two readings and it will be discussed at the February 23rd Council meeting, noting that there are still multiple avenues for the citizens to comment. **Vice Chairperson Larson made a motion to approve all listed parcels 2401, 2409, 2421, 2431 Creighton Road and 6880 Tippin Avenue, seconded by Board Member Powell and it carried 6:0.**

Open Forum – none

Discussion – A brief discussion continued regarding an upcoming Planning Board item that would be voted on at the City Council meeting in January.

Adjournment – With no further business, the Board adjourned at 3:08 p.m.

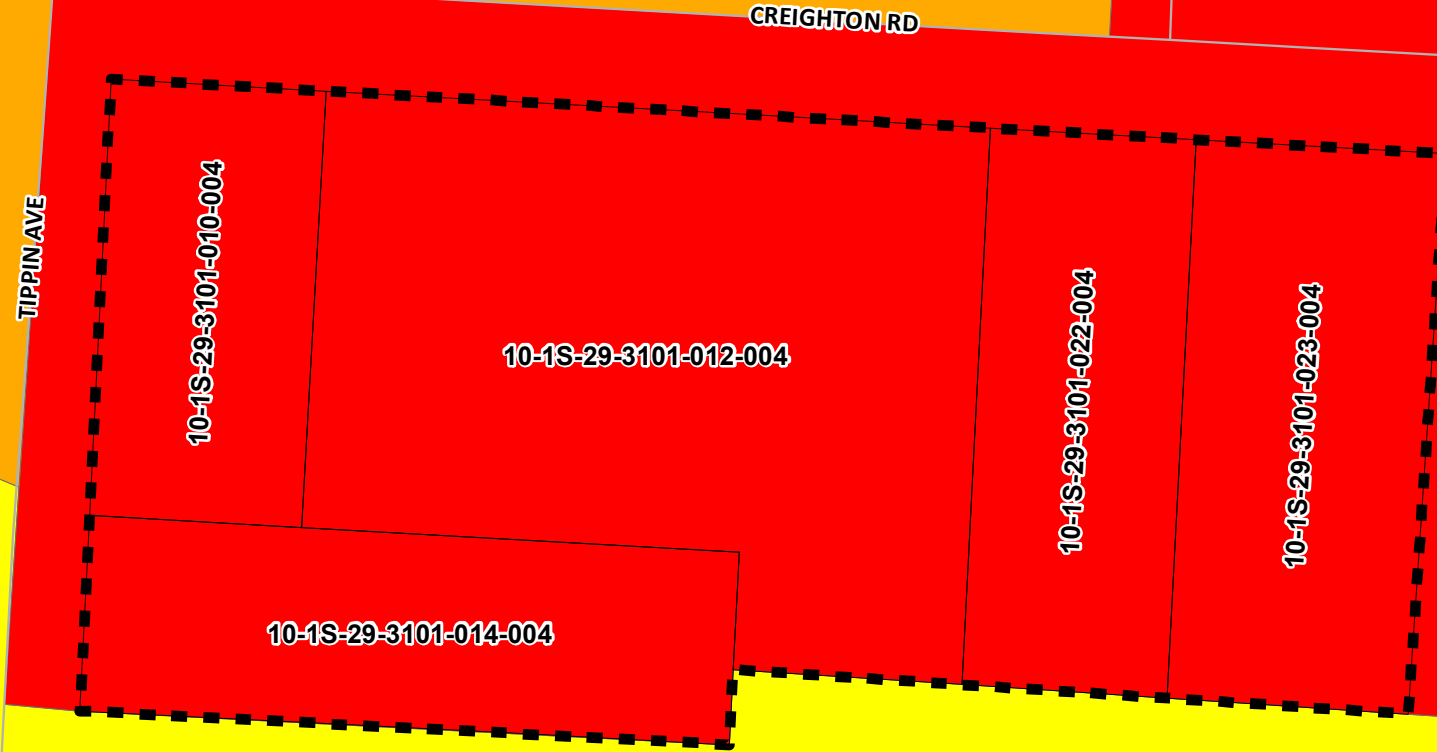
Respectfully Submitted,

Cynthia Cannon, AICP
Planning & Zoning Division Manager
Secretary of the Board

Proposed Future Land Use

Future Land Use

- COMMERCIAL
- LOW DENSITY RESIDENTIAL
- OFFICE



0 87.5 175 Feet

Date: 1/3/2023



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

L:\GIS\Map_Archives\Planning\ZoningFLUChanges\CreightonTippin\ProposedFLU.mxd

PENSACOLA

FLORIDA'S FIRST & FUTURE



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 03-23

City Council

3/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 03-23 - REQUEST FOR ZONING MAP AMENDMENT - 2401, 2409, 2421, 2431 CREIGHTON ROAD AND 6880 TIPPIN AVENUE

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 03-23 on second reading.

AN ORDINANCE AMENDING THE ZONING CLASIFICATION FOR CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA, FLORIDA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; REPEALING CLAUSE AND EFFECTIVE DATE.

HEARING REQUIRED: Public

SUMMARY:

Meredith Bush, AICP, Clark Partington Attorneys at Law, is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the following properties:

Address	Owner	Current Zoning	Requested Zoning	Current FLU	Requested FLU
2401 Creighton Rd	Delta Properties Baton Rouge, Inc.	R-2	C-1	Office/ Residential	Commercial
2409 Creighton Rd	Delta Properties Baton Rouge, Inc.	R-2	C-1	Office/ Residential	Commercial
2421 Creighton Rd	Delta Properties Baton Rouge, Inc.	R-2	C-1	Office/ Residential	Commercial
2431 Creighton Rd	Irish Autumn Properties LLC	R-2	C-1	Office/ Residential	Commercial
6880 Tippin Avenue	Delta Properties Baton Rouge, Inc.	R-1AAA	C-1	LDR	Commercial

These parcels are currently zoned R-2 - Residential/Office District and R-1AAA - Low Density Residential District and the existing Future Land Use (FLU) designations are Office/Residential and Low Density Residential. The applicant is proposing to amend the zoning districts to C-1, Commercial Zoning District and the FLUM to Commercial.

Existing Zoning Districts and Future Land Use:

- R-2 - The residential/office land use district is established for the purpose of providing for a mixture of residential housing types and densities and office uses. Residential and office uses shall be allowed within the same structure. When the R-2 zoning district is located in older, developed areas of the city, the zoning regulations are intended to provide for residential or office infill development at a density, character and scale compatible with the surrounding area. In some cases the R-2 district is also intended as a transition area between commercial and residential uses.
- R-1AAA - The low-density residential land use district is established for the purpose of providing and preserving areas of single-family, low intensity development at a maximum density of 4.8 dwelling units per acre in areas deemed suitable because of compatibility with existing development and/or the environmental character of the areas. The nature of the use of property is basically the same in all three single-family zoning districts.
- FLU - Office/Residential - 18 or fewer residential dwelling units per acre.
- FLU - Low Density Residential - 5 or fewer residential dwelling units per acre.

Proposed Zoning District and Future Land Use:

- C-1 - The C-1 zoning district's regulations are intended to provide for conveniently supplying the immediate needs of the community where the types of services rendered and the commodities sold are those which are needed frequently. The C-1 zoning district is intended to provide a transitional buffer between mixed-use neighborhood commercial areas and more intense commercial zoning.
- Commercial FLU - The Commercial Land Use District is established for the purpose of providing areas of commercial development ranging from compact shopping areas to limited industrial/high intensity commercial uses. Conventional residential use is allowed as well as residential uses on upper floors above ground floor commercial or office uses and in other types of mixed-use development.

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

On January 10, 2023, the Planning Board recommended approval of the request with a 6:0 vote.

PRIOR ACTION:

February 23, 2023 - City Council voted to approve Proposed Ordinance No. 03-23 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/10/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Sherry Morris, AICP, Development Service Director

Cynthia Cannon, AICP, Planning and Zoning Manager

ATTACHMENTS:

- 1) Proposed Ordinance No. 03-23
- 2) Planning Board Rezoning Application
- 3) Planning Board Minutes January 10, 2023 - DRAFT
- 4) Zoning Map 2023

PRESENTATION: No

PROPOSED
ORDINANCE NO. 03-23

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to F.S. section 163.3174, and a proper public hearing was held on February 23, 2023, concerning the following proposed zoning classification affecting the property described therein; and

WHEREAS, after due deliberation, the city council has determined that the amended zoning classification set forth herein will affirmatively contribute to the health, safety, and general welfare of the citizens of the city; and

WHEREAS, said amended zoning classification is consistent with all applicable elements of the Comprehensive Plan as amended;

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

SECTION 1. That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

The North 225 feet of the West 108.33 feet of Lot 1, Block D, Abb Subdivision, Section 10, Township 1 South, Range 29 West, as per plat recorded in Plat 1, at Page 82 of the Public Records of Escambia County, Florida

The East 112.5 feet of the North 225 feet, of Lot 1, Block "D", ABB Subdivision, in Section 10, Township 1 South, Range 29 West, Escambia County, Florida according to Plat recorded in Plat Book 1 at Page 82 of the public records of said County.

The West 112.5 feet of the East 225 feet of the North 225 feet of Lot 1, Block "D", ABB Subdivision, in Section 10, Township 1 South, Range 29 West, in the City of Pensacola, Escambia County, Florida

The West 111 feet 1 3/8 inches of North 293 feet 9 inches of Lot 2, Block "D", ABB Subdivision, Section 10, Township 1 South, Range 29 West, Escambia County, Florida, according to Plat recorded in Plat Book 1 at Page 82 of the public records of said County

The East 111 feet 1 & 3/8 inches of the West 222 feet 2 & 6/8 inches of the North 293 feet 9 inches of Lot 2, Block D, in Section 10, Township 1 South, Range 29 West, ABB Subdivision, according to the plat thereof, recorded in Plat Book 1, Page(s) 82, of the Public Records of Escambia County, Florida

A portion of Lot 2, Block "D", ABB Subdivision as recorded in Plat Book 1, Page 82, of the Public Records of Escambia County, Florida, more particularly described as follows: The East 111 feet 1 and 3/8 inches of the North 293 feet 9 inches of Lot 2, in Block "D", in Section 10, Township 1 South, Range 29 West per ABB Subdivision, a plat of which is recorded in Plat Book 1, and Page 82, of the Public Records of Escambia County, Florida

is hereby changed from R-2, Residential/Office Zoning District to C-1, Commercial Zoning District, and further that

The South 100.39 feet of the North 325.39 feet of Lot 1, Block "D", ABB SUBDIVISION, a subdivision of a portion of Section 10, Township 1 South, Range 29 West, according to plat filed in Plat Book 1, at Page 82 of the Public Records of Escambia County, Florida.

is hereby changed from R-1AAA, Single-Family Zoning District to C-1, Commercial Zoning District.

SECTION 2. If any word, phrase, clause, paragraph, section, or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of the ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____

President of City Council

Attest:

City Clerk



Meredith D. Bush, AICP
Direct (850) 208-7088
mbush@clarkpartington.com

Board Certified City, County and Local Government Attorney

December 9, 2022

VIA EMAIL & HAND-DELIVERY

Planningapplications@cityofpensacola.com

City of Pensacola - Planning & Zoning
222 W. Main Street
Pensacola, FL 32502

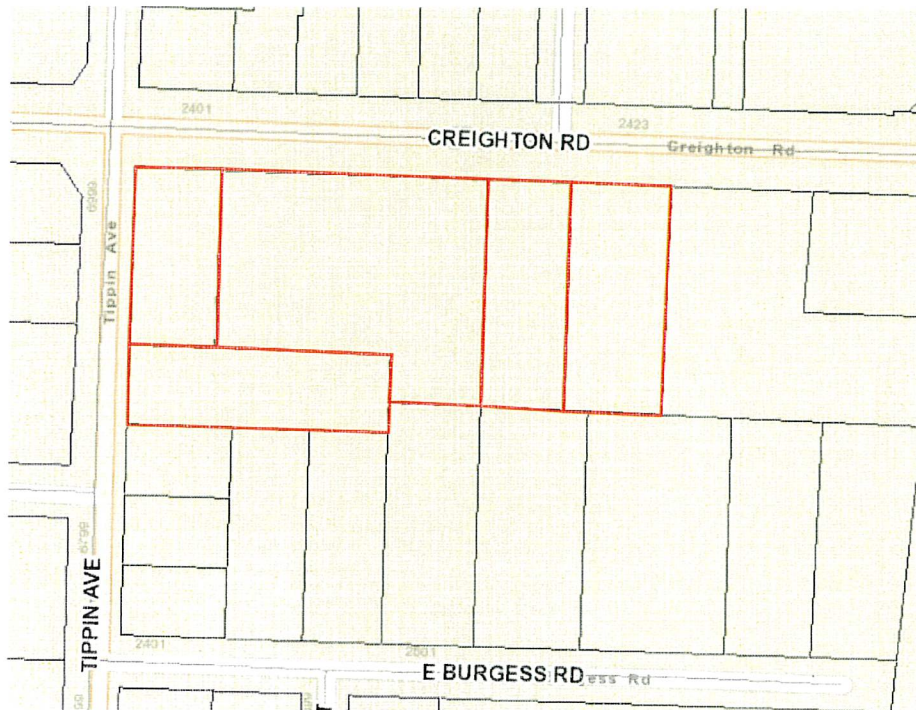
Re: Rezoning Application; CP Matter No. 221208

Dear City of Pensacola,

Please find enclosed our rezoning application and required attachments for the following properties:

Parcel ID	Address	Owner	Current Zoning	Requested Zoning	Current FLU	Requested FLU
10-1S-29-3101-010-004	2401 Creighton Road	Delta Properties Baton Rouge, Inc.	R-2	C-1	Office/Residential	Commercial
10-1S-29-3101-012-004	2409 Creighton Road	Delta Properties Baton Rouge, Inc.	R-2	C-1	Office/Residential	Commercial
10-1S-29-3101-022-004	2421 Creighton Road	Delta Properties Baton Rouge, Inc.	R-2	C-1	Office/Residential	Commercial
10-1S-29-3101-023-004	2431 Creighton Road	Irish Autumn Properties LLC	R-2	C-1	Office/Residential	Commercial
10-1S-29-3101-014-004	6880 Tippin Avenue	Delta Properties Baton Rouge, Inc.	R-1AAA	C-1	LDR	Commercial

The five contiguous parcels are located at the corner of Creighton Road and Tippin Avenue as shown in the map below and in the attachments included with this submission.



The purpose of the rezoning request is for future development as a grocery store.

The enclosed application and attachments along with the required application fee are being hand-delivered in hard-copy. This correspondence, the application and attachments are also being provided in electronic form by email. Should you have any questions, please feel free to call or write. My direct number is (850) 208-7088.

Thank you in advance for your consideration of this request.

Sincerely,

Handwritten signature of Meredith D. Bush in blue ink.

Meredith D. Bush

MDB/bfs

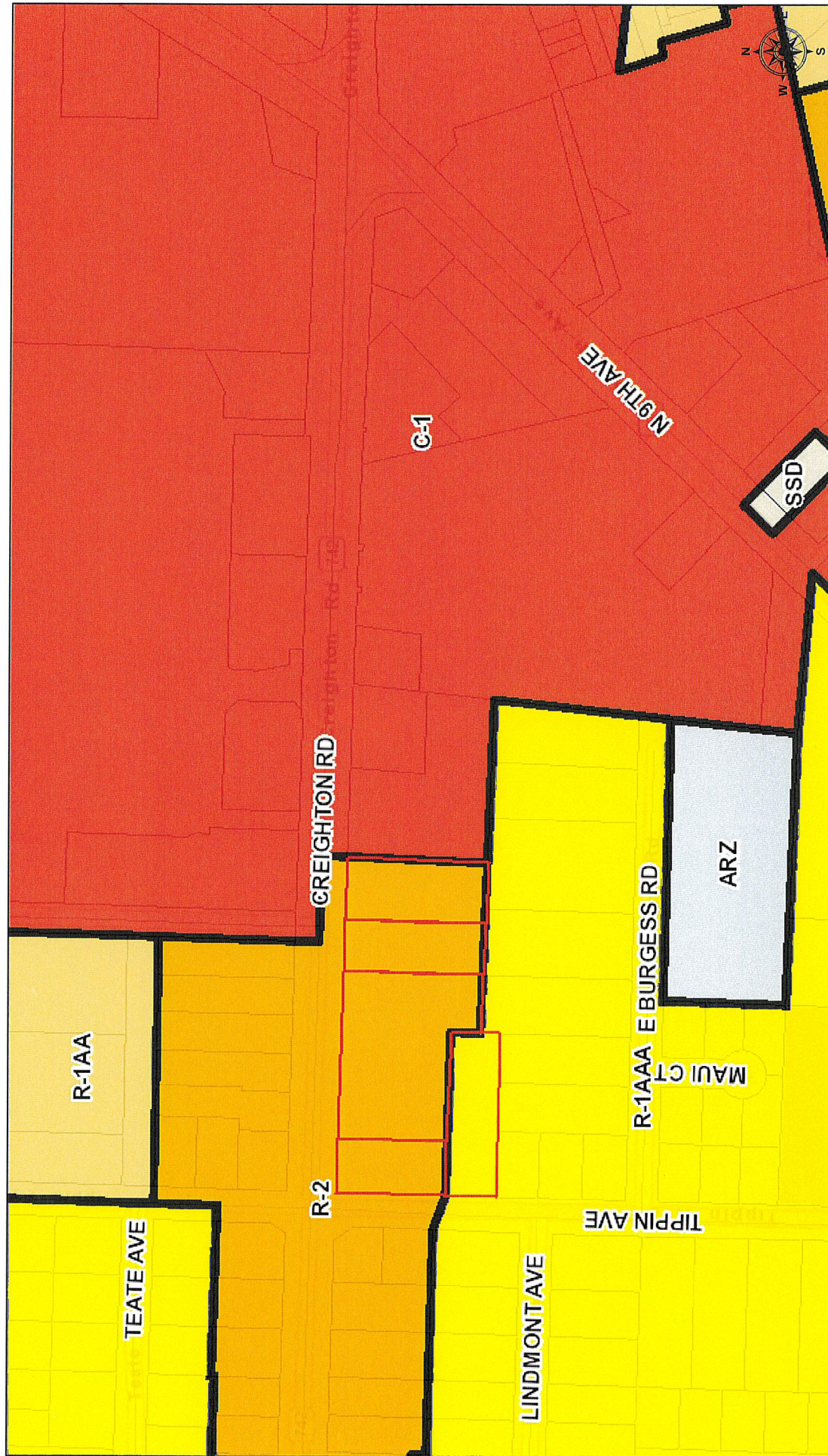
Enclosures

cc: Cynthia Cannon, AICP (CCannon@cityofpensacola.com)

Will Akin (will@cgpre.com)

A4821725.DOCX

Location Map



December 9, 2022

1:3,754
0 0.03 0.06 0.12 mi
0 0.05 0.1 0.2 km
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



REZONING

Please check application type:

☒ **Conventional Rezoning**

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

Comprehensive Plan / FLUM Amendment

☐ (< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐ (≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00

Applicant Information:

Name: Meredith Bush, AICP, Attorney - Clark Partington Date: 12/6/2022

Address: 125 E. Intendencia Street, 4th Floor, Pensacola, Florida 32502

Phone: (850) 208-7088 Fax: (850) 432-7340 Email: mbush@clarkpartington.com

Property Information:

Owner Name: Delta Properties Baton Rouge, Inc. Phone: _____

Location/Address: 2401 Creighton Road

Parcel ID: 10 - 1 S - 29 - 3101 - 010 - 004 Acres/Square Feet: 5596

Zoning Classification: Existing R-2 Proposed C-1

Future Land Use Classification: Existing Office Proposed Commercial

Reason Rezoning Requested: Development as a grocery store compatible with surrounding uses

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 7th day of December, 2022

Meredith Bush
Applicant Signature

Meredith Bush

Applicant Name (Print)

Billy L. Clark
Owner Signature

Billy L. Clark

Owner Name (Print)

Sworn to and subscribed to before me this 7th day of December, 2022 Billy L. Clark only

Name: Dan Sam Sam

Commission Expires: at death

FOR OFFICE USE ONLY

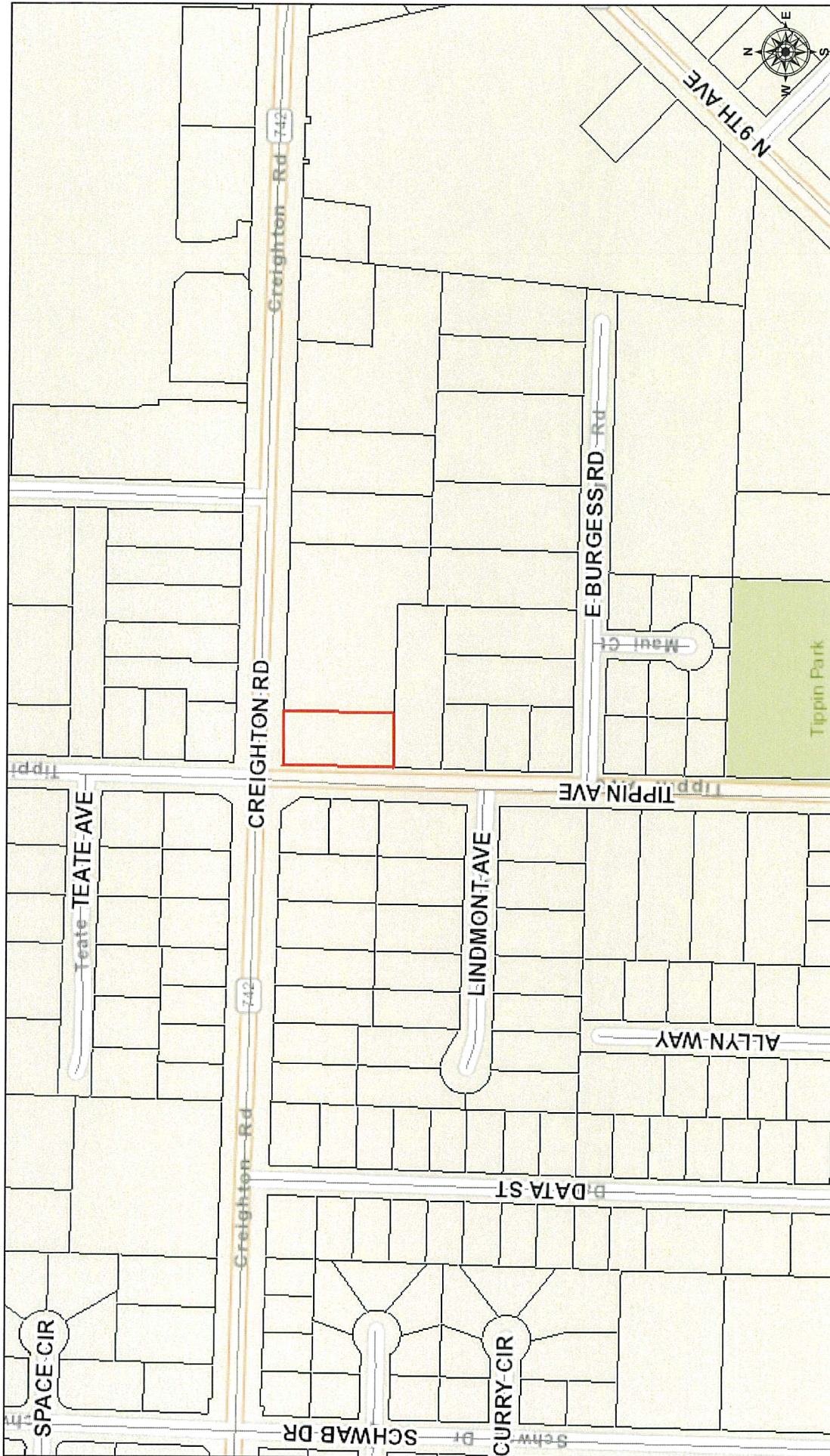
Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

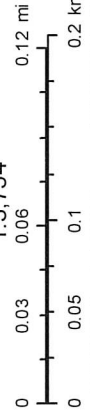
Second Reading: _____ Ordinance Number: _____

Location Map - 2401 Creighton Road



December 8, 2022

1:3,754

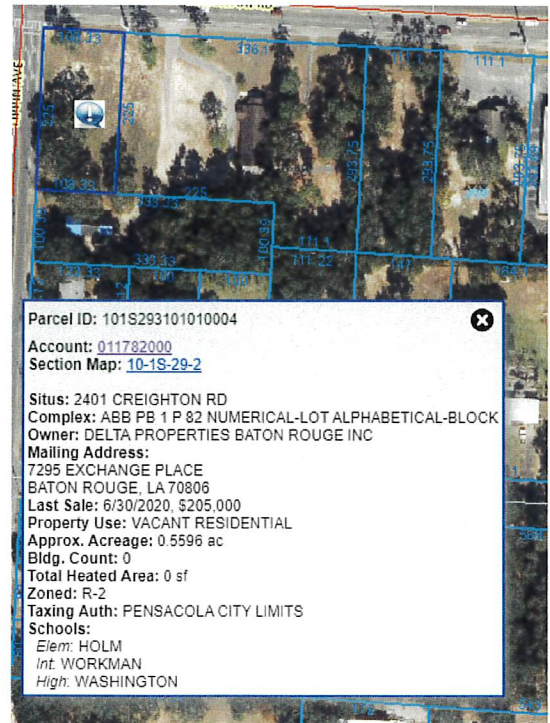


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Parcel ID: 101S293101010004
Account: 011782000
Owners: DELTA PROPERTIES BATON ROUGE INC
Mail: 7295 EXCHANGE PLACE
BATON ROUGE, LA 70806
Situs: 2401 CREIGHTON RD 32504
Use Code: VACANT RESIDENTIAL
Taxing Authority: PENSACOLA CITY LIMITS

Legal Description:

The North 225 feet of the West 108.33 feet of Lot 1, Block D, Abb Subdivision, Section 10, Township 1 South, Range 29 West, as per plat recorded in Plat 1, at Page 82 of the Public Records of Escambia County, Florida.





REZONING

Please check application type:

☒ **Conventional Rezoning**

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

Comprehensive Plan / FLUM Amendment

☐ (< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐ (≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00

Applicant Information:

Name: Meredith Bush, AICP, Attorney - Clark Partington Date: 12/6/2022

Address: 125 E. Intendencia Street, 4th Floor, Pensacola, Florida 32502

Phone: (850) 208-7088 Fax: (850) 432-7340 Email: mbush@clarkpartington.com

Property Information:

Owner Name: Delta Properties Baton Rouge, Inc. Phone: _____

Location/Address: 2409 Creighton Road

Parcel ID: 10 - 1 S - 29 - 3101 - 012 - 004 Acres/Square Feet: 1.90

Zoning Classification: Existing R-2 Proposed C-1

Future Land Use Classification: Existing Office Proposed Commercial

Reason Rezoning Requested: Development as a grocery store compatible with surrounding uses

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 7th day of December, 2022

Applicant Signature

Meredith Bush

Applicant Name (Print)

Owner Signature

Billy L. Clark

Owner Name (Print)

Sworn to and subscribed to before me this 7th day of December, 2022 Billy L. Clark only

Name: Dwain Hunt

Commission Expires: at death

FOR OFFICE USE ONLY

Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

Second Reading: _____ Ordinance Number: _____

Location Map - 2409 Creighton Road



December 8, 2022

1:3,754
0 0.03 0.06 0.12 mi
0 0.05 0.1 0.2 km
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

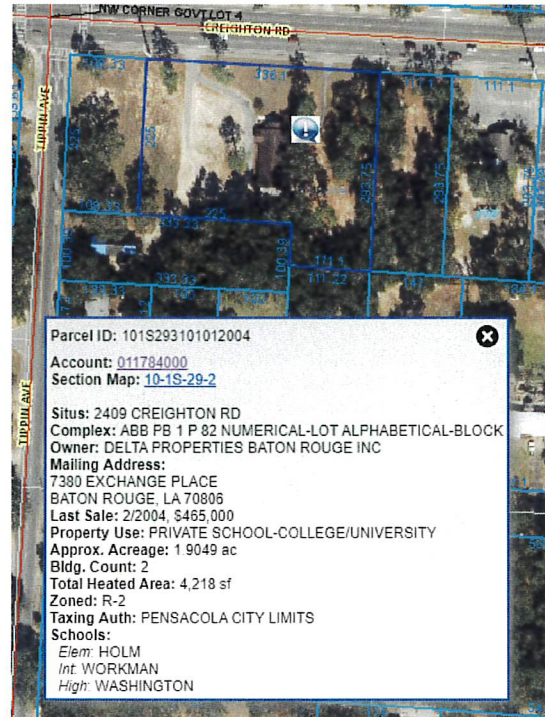
Parcel ID: 101S293101012004
Account: 011784000
Owners: DELTA PROPERTIES BATON ROUGE INC
Mail: 7380 EXCHANGE PLACE
BATON ROUGE, LA 70806
Situs: 2409 CREIGHTON RD 32504
Use Code:PRIVATE SCHOOL-COLLEGE/UNIVERSITY
Taxing Authority: PENSACOLA CITY LIMITS

Legal Description:

The East 112.5 feet of the North 225 feet, of Lot 1, Block "D", ABB Subdivision, in Section 10, Township 1 South, Range 29 West, Escambia County, Florida according to Plat recorded in Plat Book 1 at Page 82 of the public records of said County.

The West 112.5 feet of the East 225 feet of the North 225 feet of Lot 1,Block "D", ABB Subdivision, in Section 10, Township 1 South, Range 29 West, in the City of Pensacola, Escambia County, Florida.

The West 111 feet 1 3/8 inches of North 293 feet 9 inches of Lot 2, Block "D", ABB Subdivision, Section 10, Township 1 South, Range 29 West, Escambia County, Florida, according to Plat recorded in Plat Book 1 at Page 82 of the public records of said County.



REZONING

Please check application type:

☒ Conventional Rezoning

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

Comprehensive Plan / FLUM Amendment

☐ (< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐ (≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00



Applicant Information:

Name: Meredith Bush, AICP, Attorney - Clark Partington Date: 12/6/2022

Address: 125 E. Intendencia Street, 4th Floor, Pensacola, Florida 32502

Phone: (850) 208-7088 Fax: (850) 432-7340 Email: mbush@clarkpartington.com

Property Information:

Owner Name: Delta Properties Baton Rouge, Inc. Phone: _____

Location/Address: 2421 Creighton Road

Parcel ID: 10 - 1 S - 29 - 3101 - 022 - 004 Acres/Square Feet: 6875

Zoning Classification: Existing R-2 Proposed C-1

Future Land Use Classification: Existing Office Proposed Commercial

Reason Rezoning Requested: Development as a grocery store compatible with surrounding uses

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 7th day of December, 20 22

Applicant Signature

Meredith Bush

Applicant Name (Print)

Owner Signature

Billy L. Clark

Owner Name (Print)

Sworn to and subscribed to before me this 7th day of December, 20 22 Billy L. Clark only

Name: Bryan Hunt

Commission Expires: at death

FOR OFFICE USE ONLY

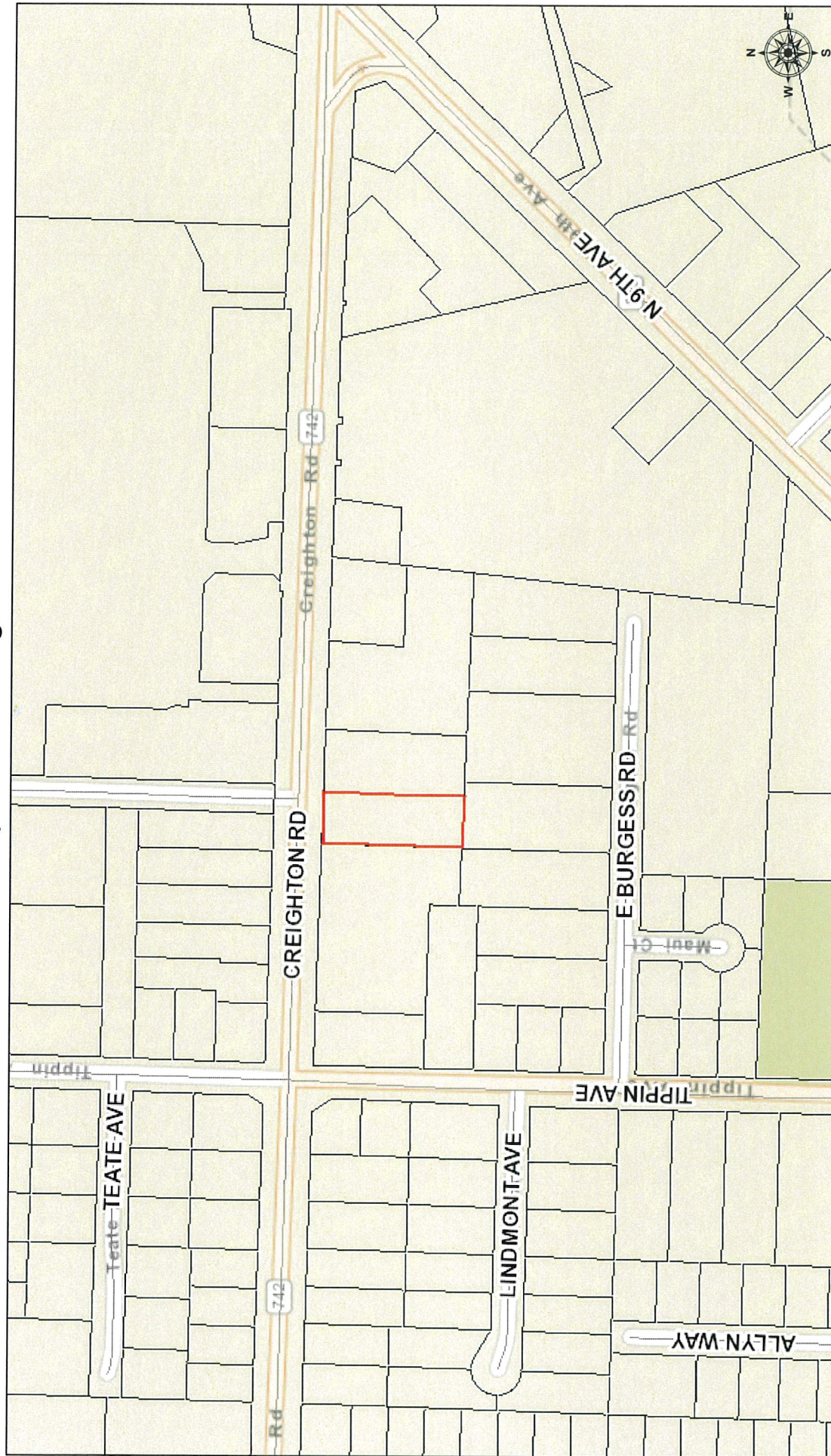
Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

Second Reading: _____ Ordinance Number: _____

Location Map - 2421 Creighton Road



December 8, 2022

1:3,754

0 0.03 0.06 0.12 mi

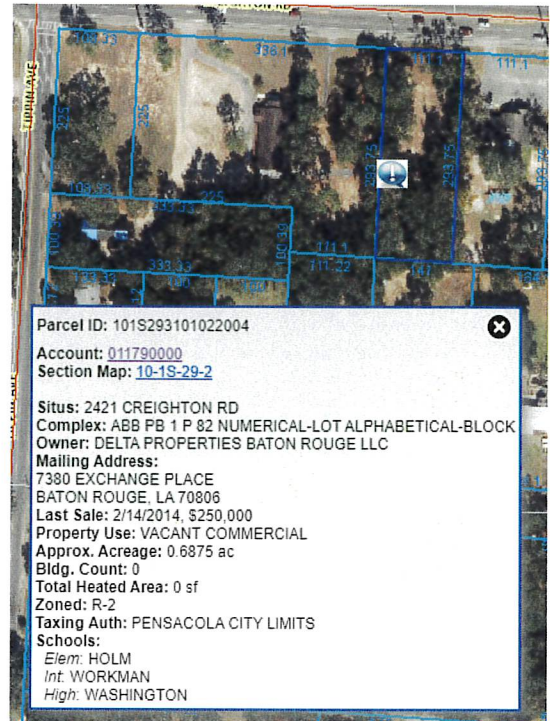
0 0.05 0.1 0.2 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Parcel ID: 101S293101022004
Account: 011790000
Owners: DELTA PROPERTIES BATON ROUGE LLC
Mail: 7380 EXCHANGE PLACE
BATON ROUGE, LA 70806
Situs: 2421 CREIGHTON RD 32504
Use Code: VACANT COMMERCIAL CodeList
Taxing Authority: PENSACOLA CITY LIMITS

Legal Description:

The East 111 feet 1 & 3/8 inches of the West 222 feet 2 & 6/8 inches of the North 293 feet 9 inches of Lot 2, Block D, in Section 10, Township 1 South, Range 29 West, ABB Subdivision, according to the plat thereof, recorded in Plat Book 1, Page(s) 82, of the Public Records of Escambia County, Florida



REZONING



Please check application type:

☒ Conventional Rezoning

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

Comprehensive Plan / FLUM Amendment

☐ (< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐ (≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00

Applicant Information:

Name: Meredith Bush, AICP, Attorney - Clark Partington

Date: 12/6/2022

Address: 125 E. Intendencia Street, 4th Floor, Pensacola, Florida 32502

Phone: (850) 208-7088

Fax: (850) 432-7340

Email: mbush@clarkpartington.com

Property Information:

Owner Name: Irish Autumn Properties, LLC

Phone: _____

Location/Address: 2431 Creighton Road

Parcel ID: 10 - 1 S - 29 - 31 01 - 02 3 - 00 4 Acres/Square Feet: 8240

Zoning Classification: Existing R-2

Proposed C-1

Future Land Use Classification: Existing Office

Proposed Commercial

Reason Rezoning Requested: Development as commercial compatible with surrounding uses

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 8th day of December, 2022

Applicant Signature

Meredith Bush

Applicant Name (Print)

Owner Signature

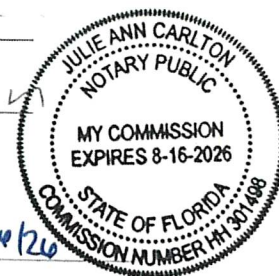
Laura L. O'Brien

Owner Name (Print)

Sworn to and subscribed to before me this 8th day of December, 2022

Name: Julie C. Carlton

Commission Expires: 8/16/26



FOR OFFICE USE ONLY

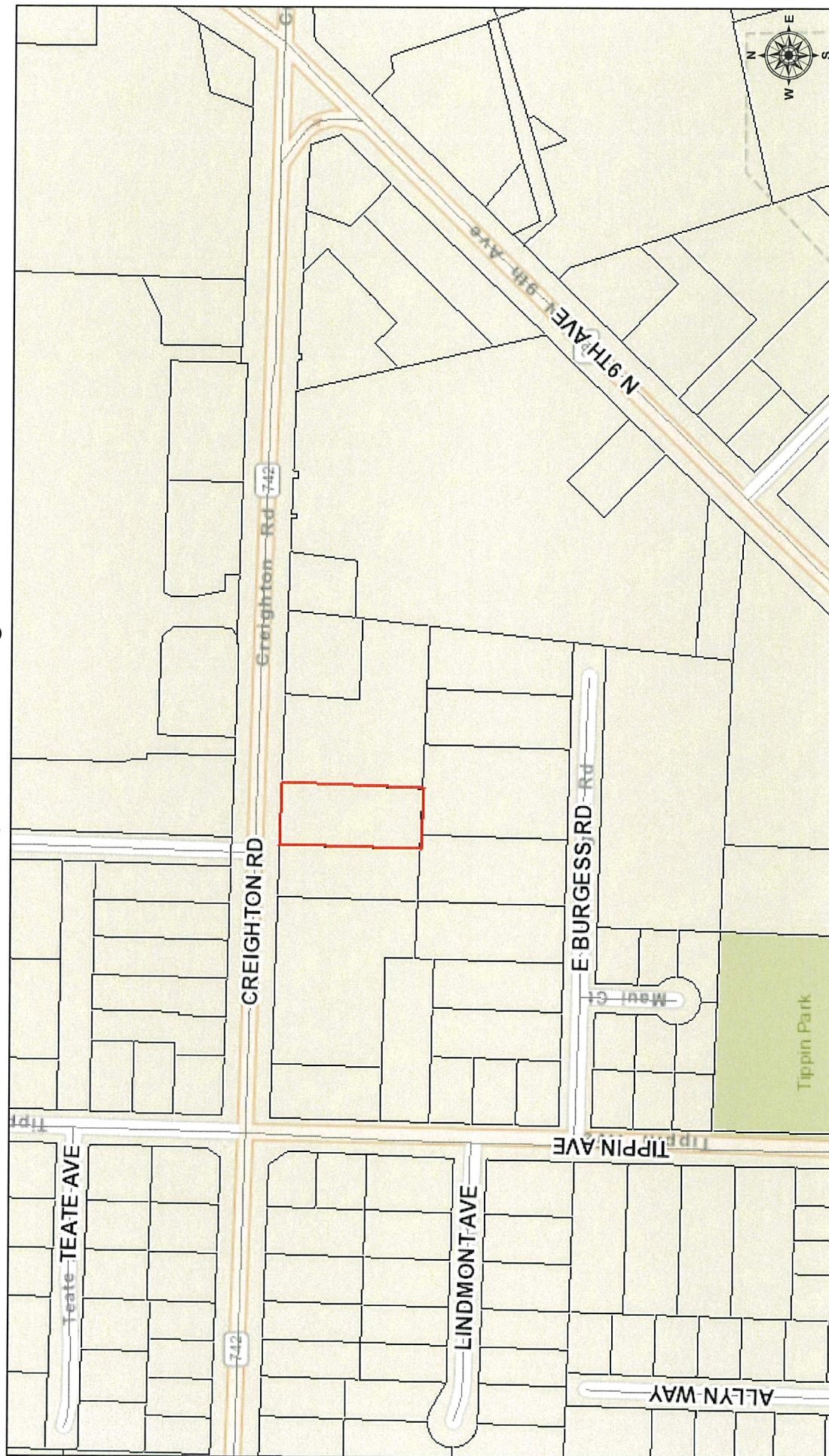
Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

Second Reading: _____ Ordinance Number: _____

Location Map - 2431 Creighton Road



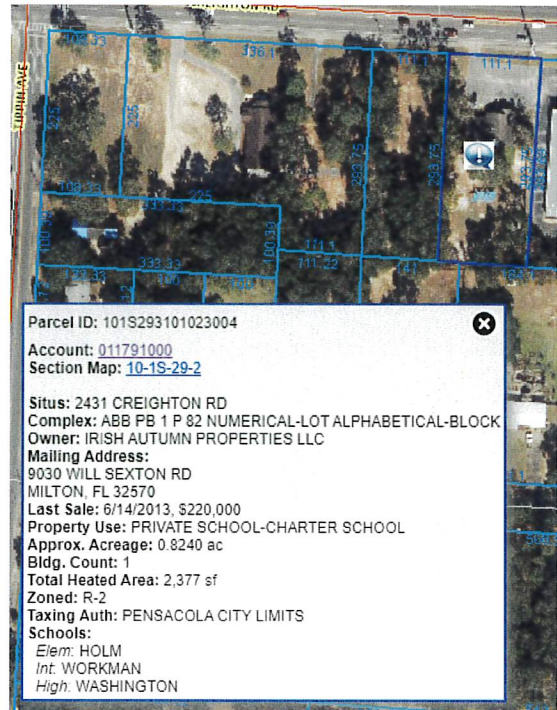
December 8, 2022

1:3,754
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Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Parcel ID: 101S293101023004
Account: 011791000
Owners: IRISH AUTUMN PROPERTIES LLC
Mail: 9030 WILL SEXTON RD
MILTON, FL 32570
Situs: 2431 CREIGHTON RD 32504
Use Code: PRIVATE SCHOOL-CHARTER SCHOOL
Taxing Authority: PENSACOLA CITY LIMITS

Legal Description:

A portion of Lot 2, Block "D", ABB Subdivision as recorded in Plat Book 1, Page 82, of the Public Records of Escambia County, Florida, more particularly described as follows: The East 111 feet 1 and 3/8 inches of the North 293 feet 9 inches of Lot 2, in Block "D", in Section 10, Township 1 South, Range 29 West per ABB Subdivision, a plat of which is recorded in Plat Book 1, and Page 82, of the Public Records of Escambia County, Florida.





REZONING

Please check application type:

☒ Conventional Rezoning

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

Comprehensive Plan / FLUM Amendment

☐ (< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐ (≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00

Applicant Information:

Name: Meredith Bush, AICP, Attorney - Clark Partington Date: 12/6/2022

Address: 125 E. Intendencia Street, 4th Floor, Pensacola, Florida 32502

Phone: (850) 208-7088 Fax: (850) 432-7340 Email: mbush@clarkpartington.com

Property Information:

Owner Name: Delta Properties Baton Rouge, Inc. Phone: _____

Location/Address: 6880 Tippin Avenue

Parcel ID: 10 - 1 S - 29 - 3101 - 014 - 004 Acres/Square Feet: 7557

Zoning Classification: Existing R-1AAA Proposed C-1

Future Land Use Classification: Existing LDR Proposed Commercial

Reason Rezoning Requested: Development as a grocery store compatible with surrounding uses

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 7th day of December, 20 22

Meredith Bush
Applicant Signature

Billy L. Clark
Owner Signature

Meredith Bush
Applicant Name (Print)

Billy L. Clark
Owner Name (Print)

Sworn to and subscribed to before me this 7th day of December, 20 22 Billy L. Clark only

Name: Daniam Land

Commission Expires: At death

FOR OFFICE USE ONLY

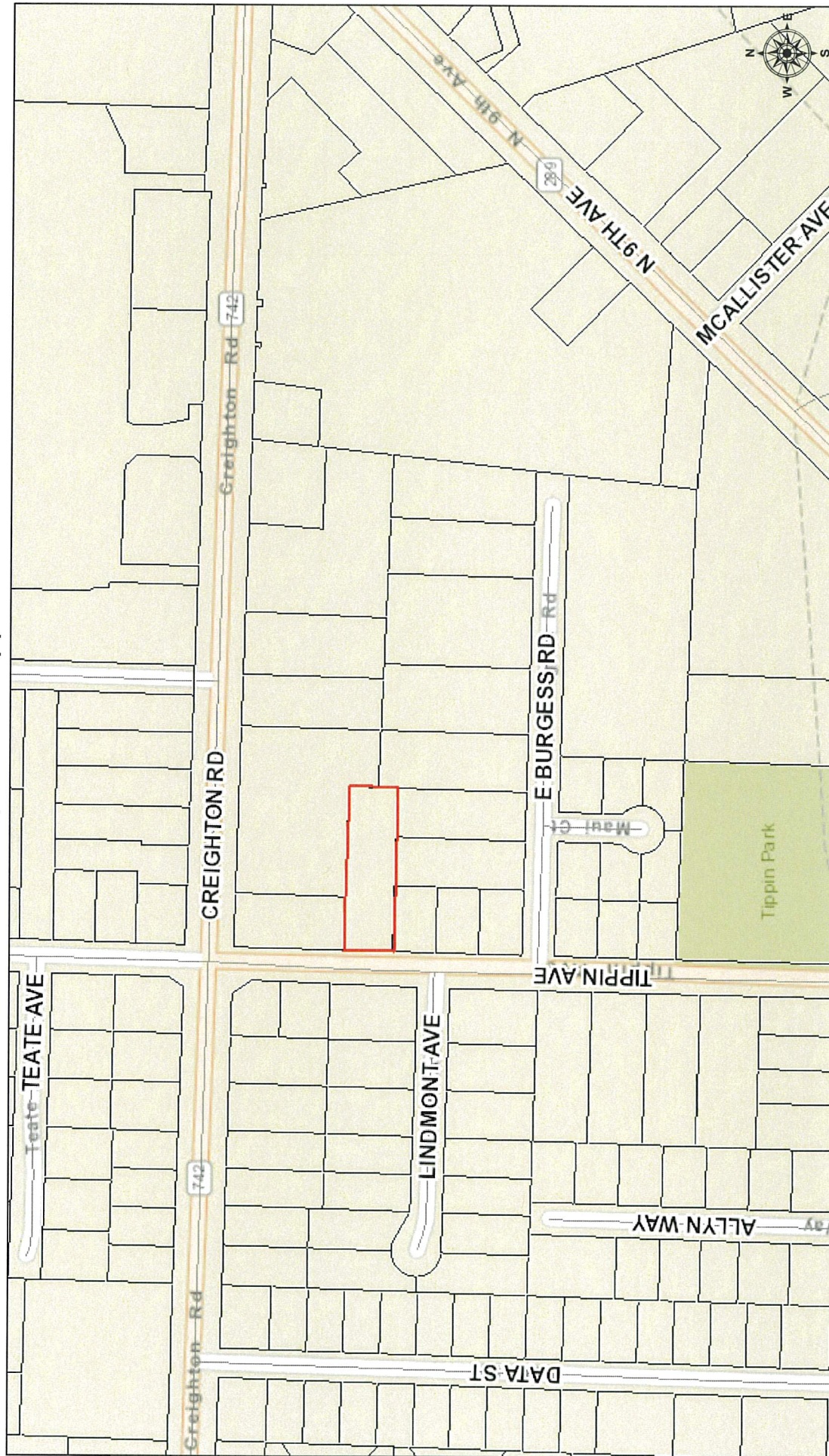
Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

Second Reading: _____ Ordinance Number: _____

Location Map - 6880 Tippin Avenue



December 8, 2022

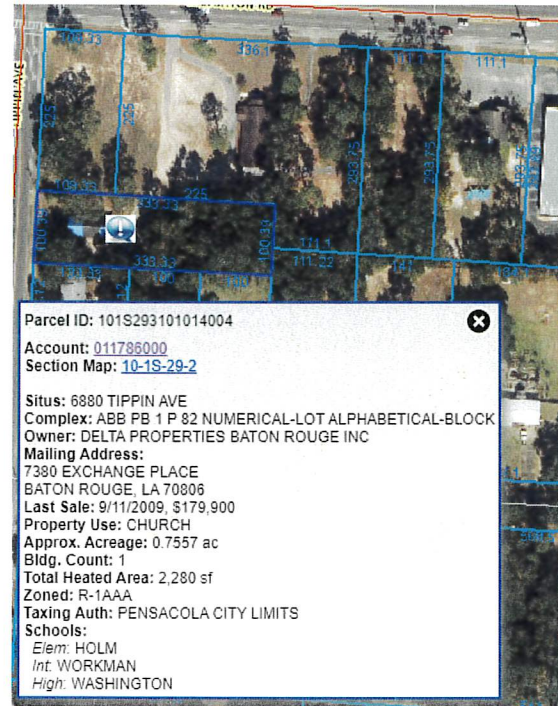
1:3,754

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Parcel ID: 101S293101014004
Account: 011786000
Owners: DELTA PROPERTIES BATON ROUGE INC
Mail: 7380 EXCHANGE PLACE
BATON ROUGE, LA 70806
Situs: 6880 TIPPIN AVE 32504
Use Code:CHURCH
Taxing Authority: PENSACOLA CITY LIMITS

Legal Description:

The South 100.39 feet of the North 325.39 feet of Lot 1, Block "D", ABB SUBDIVISION, a subdivision of a portion of Section 10, Township 1 South, Range 29 West, according to plat filed in Plat Book 1, at Page 82 of the Public Records of Escambia County, Florida.





MINUTES OF THE PLANNING BOARD

January 10, 2023

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

MEMBERS ABSENT: Board Member Sampson

STAFF PRESENT: Planning & Zoning Manager Cannon, Assistant Planning & Zoning Manager Harding, Deputy City Administrator Forte, Help Desk Technician Russo, Executive Assistant Chwastyk

STAFF VIRTUAL: Development Services Director Morris, City Attorney Lindsay, Development Services Coordinator Statler

OTHERS PRESENT: Betsy Smith, Bob Smith, Will Akin, Spencer Akin, Rob Fink, Meredith Bush, Brett Orrell, Dave Bourassa, Bruce Boland

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from December 13, 2022
- **New Business:**
- Preliminary Plat Approval – Girard Place Phase II – South Reus Street near Garden Street – District 7
- Zoning Map and Future Land Use Map (FLUM) Amendment for 2401, 2409, 2421, 2431 Creighton Road and 6880 Tippin Avenue – District 2
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Paul Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes – Board Member Villegas made a motion to approve the December 13, 2022 minutes, seconded by Board Member Van Hoose, and it carried 5:0.

New Business –

Preliminary Plat Approval – Girard Place Phase II – South Reus Street near Garden Street – District 7

Planning & Zoning Manager, Cannon introduced the item to approve the preliminary plat for Girard Place Phase II, which is located along South Reus Street near Garden Street in the C-2 zoning district of which three parcels will be subdivided into twelve lots to accommodate single family attached residents. These are located within the dense business area and the governmental center district. Brett Orell, Poly Surveying, represented the applicant. He stated that this is a continuation of a previous project with the same design team from the civil side of things and the same architecture team. Chairperson Ritz stated this is the first of two times this will come before the board. Chairperson Ritz mentioned that there were several comments from staff members, Planning & Zoning Manager, Cannon confirmed the majority of comments were accepted/approved by Surveying and Engineering prior to the meeting. Board Member Grundhoefer inquired if there were plans to open Hilary Street, Brett Orell answered yes, but only for the benefit of the development and not for public use. Planning & Zoning Manager, Cannon, stated that was part of the surveyor's comments regarding legal and title opinions for Hilary Street access. Assistant Planning & Zoning Manager Harding stated that this project came before the Architectural Review Board in 2017 for Phase I and II with approval for front facing parking. Board Member Villegas inquired if this would be going back before the Architectural Review Board. Assistant Planning & Zoning Manager Harding replied no, not unless any changes were made from the initial ARB approval. Chairperson Ritz stated the item would come back before the Planning Board for final plat approval before going before the City Council. Board Member Grundhoefer questioned if the lot sizes have changed, Assistant Planning & Zoning Manager Harding replied, no. Board Member Villegas asked what the concern about the risk for erosion and other issues was. Planning & Zoning Manager, Cannon, shared the comments of Inspections Division Manager Bilby in that he would like to see this project move forward since the exposed mound of dirt is still sitting there and that part of the site is in a flood zone. Betsy Smith of 63 South Reus Street, the last unit adjacent to the parcel to be constructed, raised concerns about visibility. Betsy Smith is excited that something is going to go on after no activity, her concerns are with the revised setbacks that allow the building to be pushed up to the sidewalk and impair her vision instead of being flush with the existing buildings. Chairperson Ritz asked if this is a zero-lot line, Planning & Zoning Manager, Cannon stated the front, rear, and side setbacks can't go more than ten but up to zero. Chairperson Ritz stated they are allowed by right to the zero-lot line setback and from a legal standpoint they are not in the wrong. Betsy Smith replied that she just wanted to state her point. Board Member Grundhoefer added that this is a preferred situation and that they actually had preferred Phase I be done the same as Phase II. Board Member Villegas asked to view the plans and visuals of what was approved by ARB. A discussion ensued about how large subdivisions are done in phases and it was approved by Architectural Review Board in 2017 and if there were any changes to the approved plans they would require some form of review by the Architectural Review Board. Board Member Grundhoefer inquired if the owner would maintain the street or if it would it be deeded back to the City, Brett Orell answered it is the owners intent to continue to own Hilary street and

that sewer and water are through a portion of that right of way and that the City reserved a perpetual easement to have access for an emergency or utilities. **Board Member Grundhoefer made a motion to approve, seconded by Board Member Powell and it carried 6:0.**

Request for Zoning Map and Future Land Use Map (FLUM) Amendment for 2401, 2409, 2421, 2431 Creighton Road and 6880 Tippin Avenue – District 7

Planning & Zoning Manager, Cannon introduced the item in which the applicant is requesting four properties along Creighton Road zoned R-2 and one property on Tippin zoned R-1AA be rezoned to C-1. The parcels would go from Office/Residential to Commercial. Per current zoning regulations you need to be adjacent to the zoning district that you are requesting. The intent is to avoid spot zoning. Chairperson Ritz requested a brief review of what could be built by right in C-1. Planning & Zoning Manager, Cannon shared the purpose of R-2, the residential/office land use district and stated that it is established for the purpose of providing for a mixture of residential housing types and densities and office uses. The density is the same as C-1, 35 units per acre. Uses in R-2 include office buildings, hospitals, nursing homes, schools, banks, barber and beauty shops. Uses in R-NC residential neighborhood and commercial zoning include retail food and package stores, bakeries, martial arts, laundromats, and restaurants. The purpose of C-1 is commercial development ranging from compact shopping areas to limited industrial/high intensity commercial uses. The C-1 zoning district is intended to provide a transitional buffer between mixed-use neighborhood commercial areas. Uses in C-1 are motel/hotels, retail sales, car washes, movie theaters, pet shops, business schools, trade schools, and medical marijuana dispensaries. Chairperson Ritz inquired if there's a difference in lot coverage and setback requirements, Planning & Zoning Manager, Cannon stated that C-1 is less restrictive, lot coverage is 75% for C-1 and 50% for R-2 and the setbacks vary. Chairperson Ritz then asked if this were approved would there still need to be a buffer between C-1 and adjacent R-1AAA, Planning & Zoning Manager, Cannon replied yes, there's a 10-foot landscape buffer that's required. Board Member Van Hoose questioned what the buffer was between R-2 and R-1AAA, Planning & Zoning Manager, Cannon stated no buffer is required. Board Member Van Hoose then asked if the rules prohibit the one parcel on the map from being considered because it's not adjacent to C-1, Planning & Zoning Manager, Cannon answered all parcels must get rezoned to C-1 for that one parcel in question to be eligible. Assistant Planning & Zoning Manager, Harding brought out that the buffer requirement is part of our commercial site plan development ordinance, it's meant for all commercial developments that border any kind of residential zoning district or residential property and it's a 10-foot zone intended for landscaping. Board Member Van Hoose asked what the size is of the smallest lot on the map that's right besides C-1, and it was shown to be 87-feet wide. Chairperson Ritz stated this request is a zoning change not for a particular establishment, they are just determining if C-1 is appropriate for this part of Pensacola. Meredith Bush of Clark Partington represented the applicant. They are seeking to rezone five parcels from R-2 and R-1AAA to C-1 at the corner of Creighton Road and Tippin Avenue. The applicant feels they meet the criteria of the code for approval and that this represents a logical and orderly development pattern, that it would not adversely impact the surrounding area but would be in line with existing commercial uses in that area. The site is currently home to a massage school and not a residential structure. The representatives brought conceptual plans on large easels that showed a grocery store and other commercial uses. Meredith Bush stated they would

abide by all code criteria to include buffering and lighting standards. They then showed a brief video of the site. Will Akin one of the applicants offered to answer any questions the board members had. Board Member Villegas wanted details of the meeting the applicants had regarding the rezoning and project on January 5, 2023. Will Akin informed the board five residents attended and all spoke positively, they had three phone calls, two of which were commercial and they were excited about the project. There was one property owner that reached out via email with questions and concerns, they addressed his email and are awaiting his response. Chairperson Ritz asked staff if postcards had gone out, staff replied yes, they had gone out in the 500-foot radius that is required. Will Akin stated they also sent out their own letters so that residents would have his contact information for any questions or concerns. Chairperson Ritz let the applicant know that he and the board appreciates the level of effort on the applicants part to get feedback from the community. Board Member Villegas inquired as to when the applicants letter went out, letters went out on December 20, 2022, to all residents within a 500-foot radius and the letters went to the property owner of record. Board Member Grundhoefer asked staff if the site had been posted, staff replied yes. Board Member Villegas spoke of the timing of the request being during the holiday season. Will Akin stated it was done because of the contract timeline and that they would like to put an Aldi's on the site. Board Member Villegas asked for clarification about the 1.43 acres shown on the map. The applicant stated it is excess land as part of the purchase contract, part of the development they'll attempt to develop. Board Member Grundhoefer asked if there were other speakers, there were none. Chairperson Ritz polled the audience and there were three people in the audience in support of the project, they were asked to fill out a speaker form. Board Member Grundhoefer inquired as to how they plan to buffer the small property abutting the southside from the proposed Aldi's. Will Akin stated the truck dock was intentionally put on the Creighton Street side to provide for better buffering. Will Akin stated that Aldi's are good corporate citizens and if there's something the City or the planners desire, Aldi's will want to do that and make sure they are good neighbors. Board Member Villegas asked how large the space is, applicant replied the store would be approximately 20,000 square feet. Board Member Grundhoefer wanted to know if any traffic issues were looked at by the City, staff replied this a rezoning and that's not addressed at this step. Chairperson Ritz stated the purpose of the board is to discuss this and see if C-1 is an appropriate move for the City, their job is to help the City Council in discussing as to whether this change to C-1 is appropriate for this location. Board Member Powell stated she feels it does serve the area and is encouraged that the lot will be used. Clinton Taffe called into the meeting, he owns four parcels, or 3.82 acres zoned R-1AA near Schwabb and John Carroll. He had asked years ago if this area would be a candidate for commercial, he was advised it would never be commercial because it is a border between the Walmart and the subdivision on Teate and Lansing. He stated this is residential zoning surrounded on three sides by residential zoning and that anything allowed under C-1 would allow for large parking lots and tall lights. Clinton Taffe feels it's an infringement into the neighborhood and that there are residents in opposition, they are just unable to get to the meetings due to age or health issues. If allowed, traffic on Tippin Avenue will increase causing people to have to divert to Dunmire. Clinton Taffe concluded by stating, there are a lot of vacancies in Eastgate Shopping Center and other options available that are already zoned commercial. Board Member Villegas appreciated the fact that he had been in contact with the surrounding neighbors, but questioned why he hadn't provided the contact information of these individuals with City staff so that contact could have been made to understand their feeling on this matter. Clinton Taffe stated when the

notices came out around the holidays, he attempted to contact Mr. Akins but only received his reply yesterday and had not had a chance to read his response because he has to work. He was able to touch base with the neighbors yesterday, Monday, and he proceeded to give the names of Essie Akins and Herbert Hines and an idea of where they lived. Chairperson Ritz then gave the comparison to the Publix on Cervantes Street in East Hill and that is also adjacent to residential neighborhoods and that he can personally accept this change. Vice Chairperson Larson noted he prefers RNC, but he can see from the planning that's not possible, and that C-1 is the right fit for the area, and he understands the commercial value outweighs the residential value. Board Member Grundhoefer asked if this building would comply with RNC zone. Planning & Zoning Manager, Cannon, answered no, retail food is not allowed until C-1 but if in RNC, only 4,000 square feet are allowed not the 20,000 square feet of Aldi's. Board Member Villegas asked Will Akin if he was a part of the team that brought the Aldi's to West Pensacola, he replied he was a part of the Alabama stores. Board Member Villegas then asked when Aldi's applies for zone changes, what's the percentage rate of them following through, he replied the head V.P. has approved this particular site. Once the V.P. stamps it, as long as the rents and sales are comparable that's a stamp of approval, he gave it a 95 percent approval rate. Additionally, they will have to see what FDOT has to say about the access to the light on the corner, sometimes environmental things come up that could hurt a deal, but this appears to be clean, the title search was clean, and they typically like to be near a Walmart. Chairperson Ritz stated this item will have two readings and it will be discussed at the February 23rd Council meeting, noting that there are still multiple avenues for the citizens to comment. **Vice Chairperson Larson made a motion to approve all listed parcels 2401, 2409, 2421, 2431 Creighton Road and 6880 Tippin Avenue, seconded by Board Member Powell and it carried 6:0.**

Open Forum – none




Discussion – A brief discussion continued regarding an upcoming Planning Board item that would be voted on at the City Council meeting in January.

Adjournment – With no further business, the Board adjourned at 3:08 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP
Planning & Zoning Division Manager
Secretary of the Board

Proposed Zoning

-  SINGLE FAMILY (R-1AAA)
-  RESIDENTIAL/OFFICE
-  RETAIL COMMERCIAL (C-1)

Proposed Zoning

TIPPIN AVE

CREIGHTON RD

10-1S-29-3101-010-004

10-1S-29-3101-012-004

10-1S-29-3101-022-004

10-1S-29-3101-023-004

10-1S-29-3101-014-004

LINDMONT AVE

0 87.5 175 Feet

Date: 1/3/2023



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

L:\GIS\Map_Archives\Planning\ZoningFLUChanges\CreightonTippin\ProposedZoning.mxd

PENSACOLA

FLORIDA'S FIRST & FUTURE