



# City of Pensacola

## Agenda Conference

### Agenda

---

Monday, May 9, 2022, 3:30 PM

Hagler-Mason Conference Room,  
2nd Floor

---

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

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

#### ROLL CALL

#### PRESENTATION ITEMS

#### REVIEW OF CONSENT AGENDA ITEMS

- [22-00359](#) REFERRAL TO THE PLANNING BOARD - PROPOSED AMENDMENTS TO SECTION 12-6-4(4) - LANDSCAPE AND TREE PROTECTION (NOTICE) OF THE CODE OF THE CITY OF PENSACOLA.

**Recommendation:** That City Council refer to the Planning Board proposed amendments to Section 12-6-4(4) - Landscape and Tree Protection (Notice) of the City Code.

**Sponsors:** Sherri Myers

**Attachments:** [Proposed Amendment to Section 12-6-4\(4\) of the City Code](#)
- [22-00435](#) REFERRAL TO THE ENVIRONMENTAL ADVISORY BOARD FOR REVIEW AND RECOMMENDATION - THE INTEGRATED PEST MANAGEMENT (IPM) PLAN

**Recommendation:** That City Council refer to the Environmental Advisory Board (EAB) for review and recommendation, the City's Integrated Pest Management (IPM) plan. Further that the EAB return their recommendation to the City Council within 60-days of their June meeting.

**Sponsors:** Sherri Myers

**Attachments:** [City of Pensacola Parks and Recreation IPM for Athletic Fields](#)

3. [22-00350](#) PROFESSIONAL SERVICES AGREEMENT GULF COAST TENNIS GROUP, LLC FOR THE OPERATION AND MANAGEMENT OF ROGER SCOTT TENNIS CENTER
- Recommendation:* That City Council approve the Professional Services Agreement with Gulf Coast Tennis Group, LLC for the Operation and Management of Roger Scott Tennis Center. Further, that City Council authorize the Mayor to take all actions necessary to execute the agreement.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [PSA Gulf Coast Tennis Group - Roger Scott Tennis Center](#)
4. [22-00413](#) SANITATION SERVICES - AWARD OF CONTRACT FOR ITB #22-036 NEW ROOF FOR CITY GARAGE
- Recommendation:* That City Council award a contract for ITB #22-036 New Roof for City Garage to Edwards Roofing Co., Inc., the lowest and most responsible bidder, with a base bid of \$245,631.00 plus a 10% contingency of \$24,563.00 for a total of \$270,194.00. Further, that City Council authorize the Mayor to take all actions necessary to execute the contract and complete the project.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [ITB-22-036 Tabulation of Bids](#)  
[ITB-22-036 Final Vendor Reference List](#)
5. [22-00408](#) AWARD BID NO. 22-033 - COMMUNITY MARITIME PARK (CMP) DAY USE MARINA DOCK
- Recommendation:* That City Council award Bid No. 22-033 Community Maritime Park (CMP) Day Use Marina Dock to Hewes and Company, LLC with a base bid of \$1,599,500.00 plus a 10% contingency in the amount of \$159,950.00 and construction oversight in the amount of \$119,322.00 for a total amount of \$1,878,322.00. Further, that City Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Tabulation of Bids - Bid No. 22-033](#)  
[Hewes Proposal - Bid No. 22-033](#)  
[Quantity Sheets - Bid No. 22-033](#)  
[FWC Grant Agreement No. 21129](#)  
[Report of Council Action – Supplemental Budget Resolution No. 202](#)

## REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

6. [22-00432](#) LEASE - MARTIN MARIETTA MATERIALS, INC FOR THE PORT OF PENSACOLA
- Recommendation:** That City Council approve a lease with Martin Marietta Materials, Inc. for the Port of Pensacola. Further, that City Council authorize the Mayor to take all actions necessary to execute the lease.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Martin Marietta Materials Inc. Lease Agreement -- Draft](#)  
[Deal Terms Summary Martin Marietta](#)
7. [22-00188](#) AWARD OF BID NO. 22-039 BLAKE DOYLE COMMUNITY SKATE PARK
- Recommendation:** That City Council Award Bid No. 22-039 Blake Doyle Community Skate Park to Bear General Contractors, LLC, of Pensacola Florida, the lowest and most responsible bidder with a base bid of \$2,084,446 plus contingency in the amount of \$51,000 for a total amount of \$2,135,446 Further, that City Council authorize the Mayor to execute the contract and take all action necessary to complete the project.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Bid Tabulation, Bid No. 22-039](#)  
[Final Vendor Reference List, Bid No. 22-039](#)  
[Project Location Map](#)
8. [22-00398](#) APPROVAL OF LIGHTING AGREEMENT BETWEEN CITY OF PENSACOLA AND FLORIDA POWER & LIGHT COMPANY (FPL)
- Recommendation:** That the City Council approve a request for FPL to install or modify lighting at Blount Street as part of the Florida Department of Transportation's (FDOT) Financial Project ID 446034-2-58-01 - Lighting Retrofit Project along State Road 95 (SR95/US29) from Blount Street to Old Chemstrand Road.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Lighting Agreement with FPL](#)  
[Project Monthly Cost Breakdown Spreadsheet](#)  
[FPL Signature Authorization](#)  
[FDOT Lighting Project Plans](#)
9. [22-00385](#) DR. MARTIN LUTHER KING, JR., PLAZA PARK - OUTDOOR RESTROOMS PROJECT
- Recommendation:** That City Council authorize the Mayor to transfer funds within the American Rescue Plan Act (ARPA) Fund to provide funding for expenses related to the construction of outdoor restrooms located at Dr. Martin Luther King, Jr. Plaza Park.
- Sponsors:** Casey Jones

- 10.**     [22-00433](#)     FUNDING NINE (9) PUBLIC DAY USE SLOTS AT BAYLEN SLIP

*Recommendation:*     That City Council fund nine (9) public day use slots at Baylen Slip using \$127,000 from the Marina line item. Further, that City Council adopt a supplemental budget resolution shifting funding from the Marina line item to a newly created Baylen Slip line item.

*Sponsors:*             Ann Hill

*Attachments:*         [Supplemental Budget Resolution No. 2022-050](#)  
[Supplemental Budget Explanation - 2022-050](#)
- 11.**     [2022-050](#)     SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-050 - BAYLEN SLIP - NINE (9) PUBLIC DAY USE SLOTS

*Recommendation:*     That City Council adopt Supplemental Budget Resolution No. 2022-050

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

*Sponsors:*             Ann Hill

*Attachments:*         [Supplemental Budget Resolution No. 2022-050](#)  
[Supplemental Budget Explanation - 2022-050](#)
- 12.**     [22-00436](#)     APPROPRIATION OF TREE MITIGATION FEES FOR CALIBER CARWASH DEVELOPMENT (2660 CREIGHTON ROAD) FOR REFORESTATION ALONG CARPENTER CREEK

*Recommendation:*     That City Council appropriate the \$10,000 within the Tree Planting Trust Fund from Caliber Carwash (2660 Creighton Road) development for reforestation along Carpenter Creek. Further that City Council adopt a supplemental budget resolution appropriating these funds.

*Sponsors:*             Sherri Myers

*Attachments:*         [Supplemental Budget Resolution No. 2022-051](#)  
[Supplemental Budget Explanation - 2022-051](#)

- 13.**     [2022-051](#)     SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-051 -  
REFORESTATION OF CARPENTER CREEK

*Recommendation:*   That City Council adopt Supplemental Budget Resolution No. 2022-051.

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

*Sponsors:*             Sherri Myers

*Attachments:*         [Supplemental Budget Resolution No. 2022-051](#)  
[Supplemental Budget Explanation - 2022-051](#)
- 14.**     [22-00434](#)     CITY COUNCIL RULES AND PROCEDURES PROPOSED  
AMENDMENTS

*Recommendation:*   That City Council approve and adopt the proposed amendments to the City Council Rules and Procedures.

*Sponsors:*             Ann Hill

*Attachments:*         [City Council Rules and Procedures Proposed Amendments 5.12.22](#)
- 15.**     [2022-047](#)     SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-047  
APPROPRIATING FUNDING FOR FIRE DAMAGE TO CONCESSION  
BUILDING AT EXCHANGE PARK

*Recommendation:*   That the City Council adopt Supplemental Budget Resolution No. 2022-047.

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

*Sponsors:*             Grover C. Robinson, IV

*Attachments:*         [Supplemental Budget Resolution No. 2022-047](#)  
[Supplemental Budget Explanation No. 2022-047](#)

16. [18-22](#) PROPOSED ORDINANCE 18-22 AMENDING SECTION 7-7-134 OF THE CODE OF THE CITY OF PENSACOLA; INCREASING TAXICAB MILEAGE RATES; INCREASING WAITING TIME RATE

**Recommendation:** **RECOMMENDATION:**

That City Council adopt Proposed Ordinance No. 18-22 on second reading.

AN ORDINANCE AMENDING SECTION 7-7-134 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; INCREASING TAXICAB MILEAGE RATES; INCREASING WAITING TIME RATE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

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

**Attachments:** [Proposed Ordinance No. 18-22](#)  
[Section 7-7-134. Rates - Generally - as currently codified](#)

17. [19-22](#) PROPOSED ORDINANCE NO. 19-22 - FUTURE LAND USE MAP AMENDMENT - RECENTLY ANNEXED PROPERTIES - BAPTIST HOSPITAL.

**Recommendation:** That City Council adopt Proposed Ordinance No. 19-22 on second reading.

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

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

**Attachments:** [Proposed Ordinance No. 19-22](#)  
[Exhibit A - Maps of Annexation Area](#)  
[Planning Board Minutes April 12 2022](#)

18. [20-22](#) PROPOSED ORDINANCE NO. 20-22 - ZONING MAP AMENDMENT - RECENTLY ANNEXED PROPERTIES - BAPTIST HOSPITAL.

**Recommendation:** That City Council adopt Proposed Ordinance No. 20-22 on second reading.

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF 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, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

**Attachments:** [Proposed Ordinance No. 20-22](#)  
[Exhibit A - Maps of Annexation Area](#)  
[Planning Board Minutes April 12 2022](#)

19. [21-22](#) PROPOSED ORDINANCE NO. 21-22 - FUTURE LAND USE MAP AMENDMENT - RECENTLY ANNEXED PROPERTIES - 315 EAST SELINA STREET AND 4908 CHANEY STREET

**Recommendation:** That City Council adopt Proposed Ordinance No. 21-22 on second reading.

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

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

**Attachments:** [Proposed Ordinance No. 21-22](#)  
[Exhibit A - Maps of Annexation Area](#)  
[Planning Board Minutes April 12 2022](#)

20. [22-22](#) PROPOSED ORDINANCE NO. 22-22 - ZONING MAP AMENDMENT - RECENTLY ANNEXED PROPERTIES - 315 EAST SELINA STREET AND 4908 CHANEY STREET

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

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF 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, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

*Sponsors:* Grover C. Robinson, IV

*Attachments:* [Proposed Ordinance No. 22-22](#)  
[Exhibit A - Maps of Annexation Area](#)  
[Planning Board Minutes April 12 2022](#)

21. [23-22](#) PROPOSED ORDINANCE NO. 23-22 - FUTURE LAND USE MAP AMENDMENT - RECENTLY ANNEXED PROPERTY - RICHARDS MEMORIAL UNITED METHODIST CHURCH

*Recommendation:* That City Council adopt Proposed Ordinance No. 23-22 on second reading.

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

*Sponsors:* Grover C. Robinson, IV

*Attachments:* [Proposed Ordinance No. 23-22](#)  
[Exhibit A - Maps of Annexation Area](#)  
[Planning Board Minutes April 12 2022](#)

22. [24-22](#) PROPOSED ORDINANCE NO. 24-22 - ZONING MAP AMENDMENT - RECENTLY ANNEXED PROPERTY - RICHARD MEMORIAL UNITED METHODIST CHURCH

*Recommendation:* That City Council adopt Proposed Ordinance No. 24-22 on second reading.

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF 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, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

*Sponsors:* Grover C. Robinson, IV

*Attachments:* [Proposed Ordinance No. 24-22](#)  
[Exhibit A - Maps of Annexation Area](#)  
[Planning Board Minutes April 12 2022](#)

**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 #:** 22-00359

City Council

5/12/2022

---

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Member Sherri Myers

**SUBJECT:**

REFERRAL TO THE PLANNING BOARD - PROPOSED AMENDMENTS TO SECTION 12-6-4(4) - LANDSCAPE AND TREE PROTECTION (NOTICE) OF THE CODE OF THE CITY OF PENSACOLA.

**RECOMMENDATION:**

That City Council refer to the Planning Board proposed amendments to Section 12-6-4(4) - Landscape and Tree Protection (Notice) of the City Code.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

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

This item seeks to add clarity to the code by including the following language:

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

Because this proposed amendment is contained within the Land Development Code, the first step is a referral to the Planning Board for review and recommendation.

**PRIOR ACTION:**

February 25, 2021 - This code section was amended by City Council.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Proposed Amendment to Section 12-6-4(4) of the City Code

**PRESENTATION:** No

---

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

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

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

- (1) *Contents of landscape and tree protection plan.* The landscape and tree protection plan shall be drawn to scale by a landscape architect, architect or civil engineer licensed by the State of Florida, and shall include the following information unless alternative procedures are approved per section 12-6-8 or 12-6-9:
  - a. Location, size and species of all trees and shrubs to be planted.
  - b. Location of proposed structures, driveways, parking areas, required perimeter and interior landscaped areas, and other improvements to be constructed or installed.
  - c. Location of irrigation system to be provided. All planted areas shall have an underground irrigation system designed to provide one hundred-percent coverage.
  - d. Landscape and tree protection techniques proposed to prevent damage to vegetation, during construction and after construction has been completed.
  - e. Location of all protected trees noting species and DBH.
  - f. Identification of protected trees to be preserved, protected trees to be removed, including dead trees, and trees to be replanted on site.
  - g. Proposed grade changes which might adversely affect or endanger protected trees with specifications on how to maintain trees.

- 
- h. Certification that the landscape architect, architect or civil engineer submitting the landscape and tree protection plan has read and is familiar with chapter 12-6 of the Code of the City of Pensacola, Florida, pertaining to tree and landscape regulation.
- (2) *Installation period.* All landscape materials and trees depicted on the approved landscape plan shall be installed prior to the issuance of the certificate of occupancy.
- (3) *Quality.* All plant materials used shall conform to the standards for Florida No. 1 or better as given in "Grades and Standards for Nursery Plants", current edition, State of Florida, Department of Agriculture and Consumer Services, Division of Plant Industry, Tallahassee, Florida, a copy of which shall be maintained for public inspection in the department of leisure services.
- (4) *Notice.* If removal is sought for one or more heritage trees or for more than ten protected trees (including heritage trees sought to be removed) and/or if removal of more than 50 of existing protected trees is sought within any property in any zoning district identified in section 12-6-2, a sign shall be posted no further back than four feet from the property line nearest each respective roadway adjacent to the property. One sign shall be posted for every 100 feet of roadway frontage. Each sign shall contain two horizontal lines of legible and easily discernible type. The top line shall state: "Tree Removal Permit Applied For." The bottom line shall state: "For Further Information Contact the City of Pensacola at 311" (or other number as designated by the Mayor). The top line shall be in legible type no smaller than six inches in height. The bottom line shall be in legible type no smaller than three inches in height. There shall be a margin of at least three inches between all lettering and the edge of the sign. Prior to the final approval of any landscape or tree protection plan where a protected species and/or heritage tree removal is requested and prior to the requisite building, site work, or tree removal permit is being issued, the requisite signs shall be posted by the applicant at their expense, and shall remain continuously posted for two weeks. The city's designated arborist will notify the councilperson representing the district in which the permit has been requested upon receipt of the request.

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

---

assessment, a tree or tree part is a "danger" when two conditions exist: 1) the failure of the tree part or of the tree is imminent or impact is likely, and 2) the consequences of that failure are high or extreme.

(Code 1986, § 12-6-4; Ord. No. 31-09, § 1, 9-10-2009; Ord. No. 04-21, § 3, 2-25-2021)



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 22-00435

City Council

5/12/2022

---

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Member Sherri Myers

**SUBJECT:**

REFERRAL TO THE ENVIRONMENTAL ADVISORY BOARD FOR REVIEW AND RECOMMENDATION - THE INTEGRATED PEST MANAGEMENT (IPM) PLAN

**RECOMMENDATION:**

That City Council refer to the Environmental Advisory Board (EAB) for review and recommendation, the City's Integrated Pest Management (IPM) plan. Further that the EAB return their recommendation to the City Council within 60-days of their June meeting.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Integrated Pest Management (IPM) is an effective and environmentally sensitive approach to pest management that relies on a combination of common-sense practices. IPM programs use current, comprehensive information of the life cycles of pests and their interaction with the environment. This information, in combination with available pest control methods, is used to manage pest damage by the most economical means, and with the least possible hazard to people, property and the environment.

Recently the City's Parks and Recreation Department developed an IPM for Athletic Fields within the City. The purpose of this referral is to the request that the EAB take a holistic approach to the reviewing the existing IPM and make recommendations regarding the development of an IPM suitable for use city wide, to include indoor applications.

The EAB has engaged in discussions regarding the need for a suitable citywide IPM and was instrumental in requesting the current IPM developed by Parks and Recreation.

**PRIOR ACTION:**

Recently the Parks and Recreation Department created an Integrated Pest Management Plan for Athletic Fields within the City.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) City of Pensacola Parks and Recreation IPM for Athletic Fields

**PRESENTATION:** No

# Integrated Pest Management (IPM) Plan

## Athletic Fields

### City of Pensacola

The City of Pensacola Parks and Recreation Department recognizes the potentially serious risks inherent in using chemical pesticides on athletic facilities – especially in an environmentally sensitive areas. We are committed to implementing a comprehensive Integrated Pest Management Plan (IPM) for all athletic fields in the city. The IPM plan will be defined as the coordinated use of physical, biological and cultural controls, and in the face of any public health threat or substantial property damage, the use of least-toxic pest control chemicals.

The objectives for using an IPM plan for athletic fields in the City of Pensacola are to:

- Maintain a safe and sustainable environment;
- Protect the health of residents, staff and visitors by controlling or eliminating pests that pose an imminent threat to public health and safety;
- Reduce or eliminate human exposure to pesticides through use of least-risk management practices;
- Reduce or prevent pest damage to athletic playing areas;
- Reduce or eliminate environmental pollution and degradation;
- Maintain economically sound practices for pest management on athletic fields
- Enhance the overall quality of play for those who use city athletic fields.

Integrated Pest Management is understood to involve monitoring of pest populations, establishment of tolerance thresholds, modifications of habitats (to eliminate sources of food, water and harborage and entry), utilization of least-toxic controls, keeping records and evaluation of performance on an ongoing basis. It is the responsibility of the Ball Crew Operations Supervisor and Ball Crew personnel to ensure that any maintenance and pest control services provided by Parks and Recreation staff comply with the best practices listed in this IPM plan to minimize the use of fertilizers, pesticides and herbicides. A pesticide is defined as any insecticide, rodenticide, herbicide, algacide, disinfectant or other chemical utilized to kill or repel a pest. Any use of chemicals will be in compliance with federal and state laws

#### **Detection and Monitoring**

An IPM approach to turf management begins with a monitoring program. Monitoring entails making regular inspections of the turf to gather and record site-specific information on which to base pest control decisions.

- identify the pest(s)
- identify any natural enemies of the pest(s)
- apply preventive methods to reduce the occurrence of pest problems
- determine if any treatment is needed
- determine where, when, and what kind of treatments is needed
- evaluate and fine-tune treatments as the pest management program continues over the seasons

## **Tolerance Threshold**

- Weeds: The goal for the athletic field turf is not to eliminate all weeds; it is to keep weed numbers low enough to prevent significant visual damage. Lawns are a very dynamic ecosystem, and even under optimum grass-growing conditions some weeds will become established. Even height smooth turf is required on athletic fields. Treatment for weeds will be considered necessary if weed growth causes the lawn surface to be too uneven for field sports and thus endangers athletes using the respective field.
- Diseases: Lawn diseases, if encountered, will be managed quickly after discovery to minimize the spread of disease.
- Insects: Even height smooth turf is required on field areas. The presence of an infestation will be verified prior to treatment. Treatment for insect infestation will be considered necessary when damage is noticeable, unsightly and/or impacting play on the athletic field and potentially endangering athletes.

## **Preventative Measures and Treatment**

- The Parks and Recreation Department will follow the recommendations for management of weeds, diseases, insects and other lawn issues in the Green Industry Best Management Practices guidelines along with consultation with a professional pest and lawn maintenance company. The following management techniques will be employed, with preference given to using the least-toxic methods first.
- Physical measures can include the use of buffer zones adjacent to environmentally sensitive areas surrounding athletic fields. Buffer zones will receive no pesticide or fertilizer applications.
  - Weeds: Mowing, pulling or weed-eating will be used to remove rank growth before weeds have flowered and set to seed.
  - Diseases: Physical removal of diseased turf may be possible if the disease is discovered early enough.
  - Insects: When possible, pest insects will be physically eradicated.
  - Other lawn problems: Shade stress will be managed by pruning tree branches to minimize shade whenever appropriate. Stress from compaction will be minimized in the following ways:
    - Use of sidewalks in pedestrian pathways, where possible as it relates to athletic field areas.
    - Physical barriers or signs to prevent foot traffic.
- Cultural: Consistent use of the following cultural lawn care practices will provide high quality turf and successfully limit weed, disease, insect and other lawn problems. The presence of weeds and other pests can often be correlated to stressful lawn maintenance practices. The following cultural methods will be utilized:
  - Irrigation: It is difficult to maintain an athletic field without periodic irrigation, especially in a relatively hot climate as that of Pensacola. An irrigation system will be utilized for the turf areas of athletic fields. Irrigation will be managed to supplement rainfall. Frequency and duration will depend on environmental factors. The best time to irrigate is just before wilt occurs. Enough water needs to be applied to soak the soil to a depth of at least 6 to 8 inches. This will likely mean applying approximately 1 inch of water per week during the summer before sunrise or after sunset to reduce water loss from

- evaporation. If irrigation is necessary, it will generally be utilized 24 to 48 hours before a major field use to reduce soil compaction. Irrigation will be closely monitored and scheduled by staff to prevent over and under watering and help conserve water.
- Mowing: Proper mowing promotes deep rooting and good shoot density, desirable mat, and uniform growth. Regular mowing at the right height with properly-maintained equipment will be the goal. Mowing height of the turf will depend on the type of turf used on athletic fields. For Bermuda grasses a mowing height, 1½ to 2 inches is preferred. The first mowing in the spring should be low by as much as one-half the desired final height. This helps increase turf density and allows the cutting height to be raised during the summer if scalping occurs. Turf should be mowed often enough so that no more than one-third of the leaf surface is removed at a mowing. Generally, this means the field should be cut twice a week during the summer. Higher mowing heights do not need as frequent mowing but result in lower quality and weaker turf. If mowing frequency is properly adjusted, clippings may be returned without harming the turf. If excessive clumping of clippings occurs, they should be dispersed or removed. Regardless of the type of mower used, it is important to keep the blades sharp and properly adjusted.
  - Aeration: Lawns will be aerated regularly, as needed. Aeration will occur more frequently in areas that are compacted by frequent foot traffic or athletic play. As a general rule, the spacing between aeration holes should be 2 to 3 inches. Aerate fields a minimum of two times per year. The first should be done in the spring just before fertilization and the second in mid-summer. Each aeration should involve a minimum of three passes over the playing field. If field use is heavy or the soil is compacted, aerate monthly during the growing season. After the soil cores have dried, they can be crumbled and spread over the turf by using a flexible steel drag mat or some other means. Slicing with solid blades ¼ to ½ inch wide cultivates the soil with minimum surface disruption. Units with offset tines can be quite effective in relieving soil compaction. Aerate when soil moisture is at field capacity. This generally translate to 8 to 24 hours after rainfall or irrigation or when a spoon-type aerator would remove soil cores to the surface. If moisture were higher or lower, cores would not easily move to the surface. However, some equipment, particularly solid tines or blades, are most effective when soil moisture is drier than field capacity. Aerate when the turf is actively growing and not under stress.
  - Fertilization: Soil examination by soil test (pH) and/or professional visual analysis will be performed regularly to determine the need for fertilization. When required, fertilization will be accomplished by the use of a granular organic fertilizer. If additional fertilization is required, as demonstrated by soil test and/or professional visual analysis, 1/2 pound of nitrogen per 1000 square feet will be added no more than eight times a year, as required.
  - Over seeding: Winter rye grass seeding may be employed, as it works with the respective athletic field schedule.
  - Biological: Biological control tactics for weeds, insects, diseases and other lawn issues will be employed when possible.
    - Weeds: There are no biological controls proposed for weeds at this time.
    - Diseases: There are no biological controls proposed for diseases at this time.
    - Insects: Biological control of caterpillars, such as armyworms and sod webworms, will include the use of the bacteria *Bacillus thuringiensis* (Bt). More information about Bt can be found in Grow Green's Earth-wise Guide to Caterpillars.

- Chemical: Chemical controls will only be employed on an “as-needed” basis when problems exist that have not been or cannot be addressed by physical, cultural or biological practices. The following information is a sample of possible approaches. Specific chemical controls will change as availability and improvements in chemicals change.
  - Weeds: Initial spot treatment will be with acetic acid / horticultural grade vinegar (‘CedarCide RidAWeed’ and ‘Burnout’). If required, spot treatment with glyphosate (‘Roundup’) will be used. No pre-emergent herbicide use will be practiced. For nutgrass, Manage (halosulfuron) will be used, if necessary.
  - Diseases: Least toxic chemical controls for brown patch and take-all patch include corn gluten meal (Concern ® Weed Prevention Plus) and Thiophanate methyl (Green Light ® Systemic Fungicide Disease Control).
  - Insects: Positive identification of the insect pest will be made prior to the use of any chemical control.

### **Use of IPM Plan**

Pesticide products change on a regular basis, and those listed in this plan are provided for reference only. Listing of a specific product trade name does not constitute an endorsement of its use. Many pesticide products other than those listed in this plan are available and may be suitable for use. If a pest problem occurs that is not addressed by this management plan, or if the Ball Crew Operations Supervisor desires to use pesticides of greater toxicity than those listed, the Operations Supervisor shall alert the City of Pensacola Parks and Recreation Director. It should also be noted that this IPM Plan is a dynamic document and will periodically be reviewed and revised as circumstances in the City of Pensacola change and as new pest management products and techniques become available. The City of Pensacola Parks and Recreation Director will be notified whenever this document is substantially revised or altered.

### **Application of Pesticides or Chemicals**

When it is determined that pesticides or chemicals are needed for pest management on athletic fields, only products registered for use in the State of Florida will be applied with strict adherence to label directions. Applications will be undertaken only qualified staff. No pesticides or fertilizers will be used within 150 feet of any known critical environmental features or streams.

### **Notification**

Appropriate signs and notifications will be posted on or around athletic fields notifying the public prior to pest management activities that involve application of pesticides, herbicides or other potential chemical applications that could be harmful to humans. Appropriate efforts will be made to eliminate individuals coming in contact with any such applications to athletic fields within manufacturer specifications.

## **Recordkeeping**

A logbook of all pest sightings and pest management activities will be kept in the office of the Ball Crew Operations Supervisor 2130 Summit Blvd., Pensacola, FL 32503. This log will be kept current by and will be available for public viewing upon request. Additionally, any time a pesticide is used for pest management purposes, a copy of the pesticide label, as well as the pesticide's Material Safety Data Sheet (MSDS) will be kept on record in an easily accessible location as a reference for applicators on proper use, storage and safety

## **Training**

City of Pensacola Parks and Recreation staff will be provided with training on the IPM policy during annual update training. Training will include the rationale for the IPM policy and program and specific elements including use of the pest-sighting log and prohibition on pesticide applications by non-certified individuals.

Additionally, designated will receive advanced training on identifying pest infestations and pest-conducive conditions. This training will improve the ability of staff to oversee compliance with City of Pensacola IPM policy and plan.



Memorandum

---

**File #:** 22-00350

City Council

5/12/2022

---

**LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

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

**RECOMMENDATION:**

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

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

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

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

**PRIOR ACTION:**

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

**FUNDING:**

Budget: \$ N/A

Actual: \$ N/A

**FINANCIAL IMPACT:**

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

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

4/18/2022

**STAFF CONTACT:**

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

**ATTACHMENTS:**

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

**PRESENTATION:** No

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

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

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

**TERMS:**

**I. RECITALS:**

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

**II. TERM:**

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

**III. SCOPE OF SERVICE**

A. Provider agrees to provide Services as specifically described, and under the special terms and conditions set forth in this Agreement.

B. Provider represents and warrants to City that:

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

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

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

1. OPERATION AND MANAGEMENT

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

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

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

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

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

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

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

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

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

## 2. MAINTENANCE

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

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

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

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

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

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

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

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

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

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

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

**VII. AUDIT AND INSPECTION RIGHTS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### C. Worker's Compensation

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

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

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

#### 1. Commercial General Liability

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

#### 2. Business Auto Policy

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

#### 3. Umbrella Liability Insurance

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

#### E. Certificates of Insurance

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

#### F. Insurance of the Provider primary

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

#### G. Loss Control and Safety

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

#### H. Hold Harmless

The Provider shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Provider and persons employed or utilized by the Provider in the performance of this contract. The Provider's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

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

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

#### **XII. NONDISCRIMINATION:**

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

#### **XIII. ASSIGNMENT:**

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

#### **XIV. NOTICES:**

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

**TO PROVIDER:**

**TO THE CITY:**

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

**WITH COPIES TO:**

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

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

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

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

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

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

**XVII. INDEPENDENT PROVIDERS:**

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

**XVIII. CONTINGENCY CLAUSE:**

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

**XIX. FORCE MAJEURE:**

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

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

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

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

**XXI. USE OF NAME:**

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

**XXII. NO CONFLICT OF INTEREST:**

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

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

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

**XXIV. SURVIVAL:**

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

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

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

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

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

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

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

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

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

**PROVIDER**

Gulf Coast Tennis Group  
(Provider's Name)

By [Signature]  
Member

Brock Sakey  
(Printed Member's Name)

By [Signature]  
Member

Patrick Bateman  
(Printed Member's Name)

**CITY OF PENSACOLA**

Mayor, Grover Robinson, IV

City Clerk, Ericka L. Burnett

Approved As To Substance:  
[Signature]  
Parks and Recreation Director

Legal in form and valid as drawn:

Charles V. Peppler, City Attorney

## Attachment "A"

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

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

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

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

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

## INSURANCE AND INDEMNIFICATION Attachment "B"

### GENERAL

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

### COVERAGE

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

#### Worker's Compensation

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

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

#### Commercial General Liability Coverage

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

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

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

### **CERTIFICATES OF INSURANCE**

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

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

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

### **LOSS CONTROL AND SAFETY**

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

### **HOLD HARMLESS**

The Lessee shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Lessee and persons employed or utilized by the Lessee in the performance of this contract. The Lessee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

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

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

### **GOVERNING LAW AND VENUE**

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



Memorandum

File #: 22-00413

City Council

5/12/2022

**LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

SANITATION SERVICES - AWARD OF CONTRACT FOR ITB #22-036 NEW ROOF FOR CITY GARAGE

**RECOMMENDATION:**

That City Council award a contract for ITB #22-036 New Roof for City Garage to Edwards Roofing Co., Inc., the lowest and most responsible bidder, with a base bid of \$245,631.00 plus a 10% contingency of \$24,563.00 for a total of \$270,194.00. Further, that City Council authorize the Mayor to take all actions necessary to execute the contract and complete the project.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Sanitation Services and Fleet Management operates a Central Garage on the enterprise campus. This facility had the roofing membrane replaced three times since construction completion in 1973. Building Maintenance solicited for and received bids for the work associated with the new roof installation.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$325,000 Amount appropriated by Council

Actual:	\$245,631	Base bid
	<u>24,563</u>	10% contingency
	\$270,194	Total project cost

**FINANCIAL IMPACT:**

City Council appropriated \$325,000 to Fleet Services in the FY2022 budget for the replacement of the roof and insulation at the Central Garage.

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

4/26/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator

Amy Miller, Deputy City Administrator - Administration & Enterprise

Fred Crenshaw, Interim Director - Sanitation Services & Fleet Management

**ATTACHMENTS:**

- 1) ITB-22-036 Tabulation of Bids
- 2) ITB-22-036 Final Vendor Reference List

**PRESENTATION:** No

---

---

TABULATION OF BIDS

---

---

BID NO: 22-036

TITLE: NEW ROOF FOR CITY GARAGE

---

---

SUBMITTALS DUE:

April 12, 2022, 2:30 P.M.

EDWARDS ROOFING  
CO, INC.

E. CORNELL MALONE  
CORPORATION

DEPARTMENT:

SANITATION SERVICES & FLEET MANAGEMENT

Pensacola, FL

Pensacola, FL

---

---

Base Bid

\$245,631.00

\$318,820.00

\*\*\*\*\*

\*\*\*\*\*

Submittal Due Date: 04/12/22

Bid No.: 22-036

**FINAL VENDOR REFERENCE LIST  
NEW ROOF FOR CITY GARAGE  
SANITATION SERVICES & FLEET MANAGEMENT**

Vendor Name	Address	City	St	Zip Code	SMWBE
046668 BERRY CONSTRUCTION CO OF SHALIMAR INC	4391 STEPHENS ROAD	PACE	FL	32571	
050729 BEVERWYCK SOUTH INC DBA PAUL DAVIS RESTORATN OF P'COLA-FWB	101 E BRAINERD ST STE A	PENSACOLA	FL	32501	
067318 BLUE WATER CONSTRUCTION & LANDSCAPING INC	2314 S HWY 97	CANTONMENT	FL	32533	Y
047823 CANTONMENT INDUSTRIAL COMMERCIAL ROOFING INC	P O BOX 82	CANTONMENT	FL	32533	Y
031508 CEILINGS & WALLS INC	804 W GOVERNMENT ST	PENSACOLA	FL	32502	
042045 CHAVERS CONSTRUCTION INC	801 VIRECENT ROAD	CANTONMENT	FL	32533	Y
074193 DAVIS ROOFING & SHEETMETAL LLC	5935 COMMERCE ROAD	MILTON	FL	32583	
043498 E CORNELL MALONE CORP	2550 N PALAFOX STREET UNIT B	PENSACOLA	FL	32501	
002146 EDWARDS ROOFING CO INC	18 WEST STUMPFIELD RD	PENSACOLA	FL	32503	
074355 GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
073703 GRAND SERVICE COMPANY LLC	320 EDGEWATER DRIVE	PENSACOLA	FL	32507	Y
074827 GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
070989 HEELY BROWN CO INC	535 MASSACHUSETTS AVENUE	PENSACOLA	FL	32505	
047672 HRC ROOFING & CONSTRUCTION INC DBA HRC CONSTRUCTION	5675 HWY 90 SUITE #B	MILTON	FL	32583	
053161 JONBUILT INC	PO BOX 5482	NAVARRE BEACH	FL	32566	
024819 KEENAN & SONS INC	3250 W FAIRFIELD DR	PENSACOLA	FL	32505	
059406 MADRIL BUILDERS LLC	1965 STOUT ROAD	CANTONMENT	FL	32533	
049009 PARRIS CONSTRUCTION CO LLC	P O BOX 6338	PENSACOLA	FL	32503	Y
060344 PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
073174 PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
075508 PHILLIPS, TERRELL DBA TP CLEANING /TP ROOFING	6501 WEST 98 APT 117	PENSACOLA	FL	32504	
050108 PUT 'R UP INC	1000 NAVY BOULEVARD	PENSACOLA	FL	32507	
069567 QUALITY ROOFING SOLUTIONS LLC	3693 AVALON BLVD	MILTON	FL	32583	Y
071623 REYCO CONTRACTING SOLUTIONS LLC	2172 W NINE MILE RD STE 198	PENSACOLA	FL	32534	Y
054975 SEC RENOVATIONS	1876 EDGEWOOD DRIVE	NAVARRE	FL	32566	
024992 SNELLGROVE CONSTRUCTION INC	P O BOX 34340	PENSACOLA	FL	32507	
000265 SPECIALTY CONTRACTORS INC	P O BOX 17146	PENSACOLA	FL	32522	Y
052830 TACOMA CONSTRUCTION LLC DBA TARTAN CONSTRUCTION	4051 FLORIDATOWN RD	PACE	FL	32571	
007896 WALTHER, WILLIAM C DBA BILL WALTHER ROOFING INC	6122 ARNIER WAY	MILTON	FL	32570	Y

Vendors: 29



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 22-00408

City Council

5/12/2022

---

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

AWARD BID NO. 22-033 - COMMUNITY MARITIME PARK (CMP) DAY USE MARINA DOCK

**RECOMMENDATION:**

That City Council award Bid No. 22-033 Community Maritime Park (CMP) Day Use Marina Dock to Hewes and Company, LLC with a base bid of \$1,599,500.00 plus a 10% contingency in the amount of \$159,950.00 and construction oversight in the amount of \$119,322.00 for a total amount of \$1,878,322.00. 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:**

Invitation to Bid No. 22-033 Community Maritime Park Day Use Marina Dock was advertised on March 11, 2022, for the manufacture, delivery, and installation of a heavy-duty aluminum floating dock system at Community Maritime Park. The construction includes the associated earthwork, concrete work, pile setting, metals, disassembly and relocation of existing items, erosion control, and protection adjacent existing facilities, and coordination of utility protection/adjustments. Hewes and Company, LLC, of Pensacola, Florida, was the lowest and most responsible bidder with a base bid of \$1,599,500.00.

**PRIOR ACTION:**

January 20, 2022 City Council authorized the Mayor to take all actions necessary relating to the acceptance and finalization of the Florida Fish and Wildlife Conservation Commission (FWC) Grant Agreement No. 21129 in the amount not to exceed \$3,038,895.00. The City Council adopted Supplement Budget Resolution No. 2022-008 to authorize and make revisions and appropriations for the fiscal year ending September 30, 2022.

**FUNDING:**

Budget: \$3,038,895.00      FL Fish and Wildlife Conservation Commission Grant  
\$3,038,895.00

Actual: \$1,599,500.00      Contract  
\$ 119,322.00      Construction Oversight  
\$ 159,500.00      Contingency (10%)  
\$1,878,322.00

**FINANCIAL IMPACT:**

The total budget for this project is \$1,878,322.00. As such, the full amount will be funded by the Florida Fish and Wildlife Commission Boating Access Grant.

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

5/2/2022

**STAFF CONTACT:**

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

**ATTACHMENTS:**

- 1) Tabulation of Bids - Bid No. 22-033
- 2) Hewes Proposal - Bid No. 22-033
- 3) Quantity Sheets - Bid No. 22-033
- 4) FWC Grant Agreement No. 21129
- 5) Report of Council Action - Supplemental Budget Resolution No. 2022-008

**PRESENTATION:** No

---



---

TABULATION OF BIDS

---



---

BID NO: 22-033

TITLE: COMMUNITY MARITIME PARK DAY USE MARINA DOCK

---



---

SUBMITTALS DUE:	HEWES &	HYDRA ENG. &	H. G. HARDERS
April 12, 2022, 2:30 P.M.	COMPANY,	CONSTRUCTION,	& SON, INC.
DEPARTMENT:	LLC	LLC	
Parks & Recreation	Pensacola, FL	Crawfordville, FL	Panama City, FL

---



---

Base Bid	\$1,599,500.00	\$2,137,500.00	\$2,479,796.00
----------	----------------	----------------	----------------

\*\*\*\*\*

**DRAFT**

\*\*\*\*\*

**PROPOSAL**  
**BID NO. 22-033**

**COMMUNITY MARITIME PARK**  
**DAY USE MARINA DOCK**

Base Bid One-million, five-hundred ninety-nine thousand five hundred.  
(\$ 1,599,500.00 ) <sup>00/100</sup>

*\*A signed quantity sheet must be included for the submittal to be considered.*

Bid Security in the proper form and in the amount of \$ 5% of bid is submitted.

Dunns#: 00-484-4617 (Federal Transparency Act Reporting Requirement)

Florida Department of Professional Regulation  
Contractor's Certification or Registration

No. CGC020911, Expiration Date 8/31/2022

Signature  Date: April 13, 2022

Printed Name: Henry G. Saam

Title: Vice-President

Company: Hewes and Company, LLC

Address: 251 Amber Street

Telephone: 850-435-4305

City: Pensacola

Fax: 850-983-6698

State: Florida Zip: 32503

E-mail: max@hewesandcompany.com  
brad@hewesandcompany.com

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

CITY OF PENSACOLA - ENGINEERING AND CONSTRUCTION SERVICES

QUANTITY SHEET

CMP DAY USE MARINA DESIGN SERVICES

03/11/2022

No.	Category	Quantity	Units	Unit Price	Total Cost
1	Mobilization and Demobilization	1	LS	140,000.00	140,000.00
2	Erosion Control* (incl. silt fence, outlet protection, hay bales, sand bags, turbidity barrier, etc.)	1	LS	15,000.00	15,000.00
3	Manatee Signage and Training	1	LS	2,000.00	2,000.00
3	Inspection of The Existing Water Landing, Disassembly and Storage for Relocation	1	LS	27,000.00	27,000.00
4	Concrete Piles 14"x14"	51	EA	5,500.00	280,500.00
5	Marina Equipment	1	LS	970,000.00	970,000.00
6	ADA Compliant Kayak Launch	1	LS	42,000.00	42,000.00
7	Assembly of Fixed Marina Equipment and Kayak Launch	1	LS	80,000.00	80,000.00
8	Weigh Station Structure and Installation	1	LS	27,000.00	27,000.00
9	Tournament Master 200-3 or Approved Equal Tournament Scale	1	EA	3,000.00	3,000.00
10	Wall Mounted Kayak Storage Racks	2	EA	750.00	1,500.00
11	Removal of CMP Mooring Cleat	1	LS	10,000.00	10,000.00
12	Non-Destructive Location of Steel Reinforcement in the Bulkhead	1	LS	1,500.00	1,500.00
				<b>BASE BID TOTAL</b>	<b>1,599,500.00</b>

Company Name:

**Hewes and Company, LLC**

Authorized Representative Signature:

Printed Name:

**Henry G. Saam**

Title:

**Vice-President**

Date: **April 13, 2022**

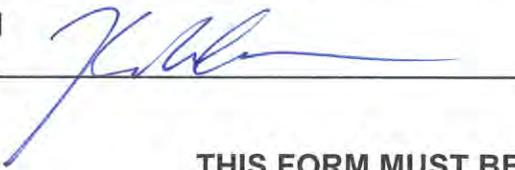
**52.209-5 FAR Certification Regarding Debarment, Suspension,  
Proposed Debarment, and Other Responsibility Matters**

The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:

- A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
  - B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
  - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).  
This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
  - B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
  - D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: Hewes and Company, LLC

Date: April 13, 2022

Authorized Signature: 

Printed Name: Henry G. Saam, Vice-President

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

**52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment**

1. The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
  - A. The name of the subcontractor.
  - B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
  - C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
  - D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

**Hewes and Company, LLC**

\_\_\_\_\_  
Company Name

  
\_\_\_\_\_  
Authorized Signature

**Henry G. Saam, Vice-President**

\_\_\_\_\_  
Printed Name

**April 13, 2022**

\_\_\_\_\_  
Date

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

## VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities for service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Pensacola has adopted a Veteran Business Enterprise (“VBE”) Preference. For further information regarding this program, please refer to Section 3-3-12 AND 3-3-13 of the Code of the City of Pensacola.

**In order for a respondent to receive credit for being VBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia or Santa Rosa County and be certified as a veteran business enterprise by the State of Florida Department of Management Services (“DMS”) as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.** For purposes of the City’s VBE Program, the respondent’s principal place of business must be within Escambia County, FL, or Santa Rosa County, FL.

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

If the Respondent is a qualifying VBE, please complete the boxes below.

**If not, mark “N/A.”**

Respondent’s Name:	Respondent’s Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:
N/A		

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

City of Pensacola  
Florida

CERTIFICATION  
for  
EROSION AND SEDIMENTATION COMPLIANCE

All site excavation and site disturbance shall comply with the following federal, state and local regulations related to erosion and sedimentation:

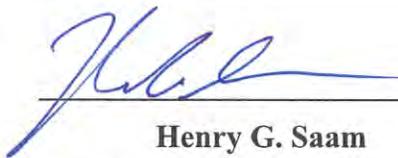
- A. Federal Clean Water Act as amended in 1987
- B. State Florida Statutes, Chapter 373 and 403, and the rules promulgated thereunder
- C. Local Code of the City of Pensacola, Chapter 12-9

By signature of its undersigned authorized representative, the Bidder hereby assures the City of Pensacola that any soil-disturbing activities performed by the Bidder will comply with all applicable federal, state, and local regulations.

The cost of compliance with applicable erosion and sedimentation regulations is estimated by the Bidder to be \$ 15,000.00 , which cost is included in the amount of the bid.

The specific methods of compliance with applicable federal, state, and local regulations and the associated costs are as follows:

Turbidity curtain  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
Henry G. Saam Authorized Official

**THIS FORM MUST BE INCLUDED WITH SUBMITTAL.**

**DRUG-FREE WORK PLACE CERTIFICATE**

**IDENTICAL TIE BIDS** - Pursuant to Florida Statute §287.087, preference shall be given to business with Drug-Free Work Place Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Work Place Program. In order to have a Drug-Free Work Place Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a Drug-Free Work Place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

**AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.**

  
\_\_\_\_\_  
Signature

**Henry G. Saam, Vice-President**  
\_\_\_\_\_  
Printed Name

**THIS FORM MUST BE INCLUDED IN SUBMITTAL**

Addendum Date: March 16, 2022

CITY OF PENSACOLA, FLORIDA  
ADDENDUM #1

**COMMUNITY MARITIME PARK DAY USE MARINA DOCK**

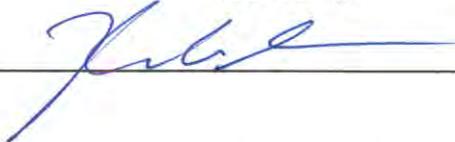
BID NO: 22-033

The following items take precedence over the documents for the above named item. All other terms and conditions shall remain the same.

**A SIGNED COPY OF THIS ADDENDUM MUST BE RETURNED WITH YOUR SUBMITTAL AS ACKNOWLEDGEMENT.**

Company: Hewes and Company, LLC Date: April 13, 2022

Authorized Representative: Henry G. Saam Title: Vice-President  
Printed Name

Signature: 

1. The pre-bid meeting will be **optional** and not mandatory.
2. Could you please advise if there is an estimated budget for this project?  
A. 1.5 million.
3. Also is there an anticipated date for Notice of Award and estimated start date for this project?  
A. May 2022.

Addendum Date: April 5, 2022

CITY OF PENSACOLA, FLORIDA  
ADDENDUM #2

**COMMUNITY MARITIME PARK DAY USE MARINA DOCK**

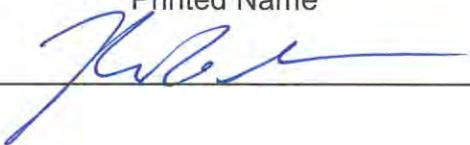
BID NO: 22-033

The following items take precedence over the documents for the above named item. All other terms and conditions shall remain the same.

**A SIGNED COPY OF THIS ADDENDUM MUST BE RETURNED WITH YOUR SUBMITTAL AS ACKNOWLEDGEMENT.**

Company: Hewes and Company, LLC Date: April 13, 2022

Authorized Representative: Henry G. Saam Title: Vice-President  
Printed Name

Signature: 

1. See attached Baskerville-Donovan responses to contractor questions.

Addendum Date: April 6, 2022

CITY OF PENSACOLA, FLORIDA  
ADDENDUM #3

**COMMUNITY MARITIME PARK DAY USE MARINA DOCK**

BID NO: 22-033

The following items take precedence over the documents for the above named item. All other terms and conditions shall remain the same.

**A SIGNED COPY OF THIS ADDENDUM MUST BE RETURNED WITH YOUR SUBMITTAL AS ACKNOWLEDGEMENT.**

Company: Hewes and Company, LLC Date: April 13, 2022

Authorized Representative: Henry G. Saam Title: Vice-President

Printed Name

Signature: 

1. See attached Baskerville-Donovan responses to contractor questions.

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

**Hewes & Company, LLC 251 Amber Street Pensacola, FL 32503**  
as Principal, hereinafter called the Principal, and

**Western Surety Company 151 North Franklin Street Chicago, IL 60606**  
a corporation duly organized under the laws of the State of SD as Surety, hereinafter called the Surety, are held and firmly bound unto

**City of Pensacola 222 West Main Street Pensacola, FL 32502**  
as Obligee, hereinafter called the Obligee, in the sum of FIVE Percent of the amount bid

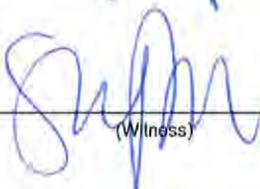
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
Community Maritime Park Day Use Marina Dock  
301 W. Main Street Pensacola, FL

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 13th day of April, 2022.

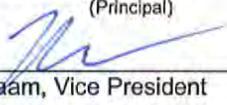
  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness)

**Hewes & Company, LLC**

(Principal)

(Seal)

  
\_\_\_\_\_  
Henry Saam, Vice President

**Western Surety Company**

(Surety)

(Seal)

  
\_\_\_\_\_  
L. Dale Waldorff, Attorney-in-Fact  
& Florida Licensed Resident Agent

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**L.Dale Waldorff, Benjamin H French, K. Wayne Walker, Rebekah G Wolf, Pamela L. Jarman, Paul A Locascio, Individually**

of Fort Walton Beach, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of June, 2021.



WESTERN SURETY COMPANY

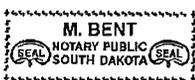
*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 24th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of April, 2022



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



Ron DeSantis, Governor

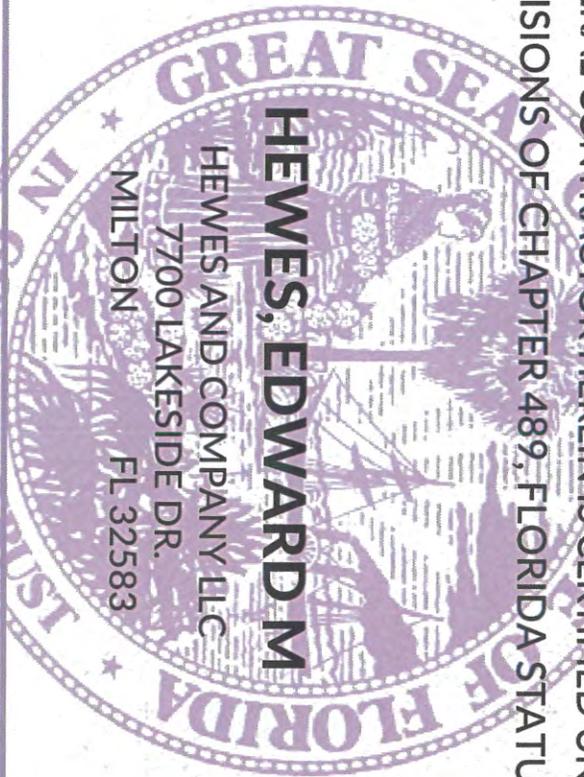
Halsey Beshears, Secretary



**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



**HEWES, EDWARD M**

HEWES AND COMPANY LLC  
7700 LAKESIDE DR.  
MILTON FL 32583

LICENSE NUMBER: CGC020911

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



**Bid No. 22-033**  
**CMP DAY USE MARINA DESIGN SERVICES**  
**Quantity Sheet**

**Hewes**

<b>No.</b>	<b>Category</b>	<b>Qty</b>	<b>Units</b>	<b>Unit Price</b>	<b>Total Cost</b>
1	Mobilization and Demobilization	1	LS	140,000.00	140,000.00
2	Erosion Control* (incl. silt fence, outlet protection, hay bales, sand bags, turbidity barrier, etc.)	1	LS	15,000.00	15,000.00
3	Manatee Signage and Training	1	LS	2,000.00	2,000.00
3	Inspection of The Existing Water Landing, Disassembly and Storage for Relocation	1	LS	27,000.00	27,000.00
4	Concrete Piles 14"x14"	51	EA	5,500.00	280,500.00
5	Marina Equipment	1	LS	970,000.00	970,000.00
6	ADA Compliant Kayak Launch	1	LS	42,000.00	42,000.00
7	Assembly of Fixed Marina Equipment and Kayak Launch	1	LS	80,000.00	80,000.00
8	Weigh Station Structure and Installation	1	LS	27,000.00	27,000.00
9	Tournament Master 200-3 or Approved Equal Tournament Scale	1	EA	3,000.00	3,000.00
10	Wall Mounted Kayak Storage Racks	2	EA	750.00	1,500.00
11	Removal of CMP Mooring Cleat	1	LS	10,000.00	10,000.00
12	Non-Destructive Location of Steel Reinforcement in the Bulkhead	1	LS	1,500.00	1,500.00
<b>BASE BID TOTAL</b>					<b>1,599,500.00</b>

**Bid No. 22-033**  
**CMP DAY USE MARINA DESIGN SERVICES**  
**Quantity Sheet**

**Hydra**

<b>No.</b>	<b>Category</b>	<b>Qty</b>	<b>Units</b>	<b>Unit Price</b>	<b>Total Cost</b>
1	Mobilization and Demobilization	1	LS	150,000.00	150,000.00
2	Erosion Control* (incl. silt fence, outlet protection, hay bales, sand bags, turbidity barrier, etc.)	1	LS	35,000.00	35,000.00
3	Manatee Signage and Training	1	LS	6,000.00	6,000.00
3	Inspection of The Existing Water Landing, Disassembly and Storage for Relocation	1	LS	7,500.00	7,500.00
4	Concrete Piles 14"x14"	51	EA	9,000.00	459,000.00
5	Marina Equipment	1	LS	1,250,000.00	1,250,000.00
6	ADA Compliant Kayak Launch	1	LS	45,000.00	45,000.00
7	Assembly of Fixed Marina Equipment and Kayak Launch	1	LS	150,000.00	150,000.00
8	Weigh Station Structure and Installation	1	LS	3,500.00	3,500.00
9	Tournament Master 200-3 or Approved Equal Tournament Scale	1	EA	3,500.00	3,500.00
10	Wall Mounted Kayak Storage Racks	2	EA	5,000.00	10,000.00
11	Removal of CMP Mooring Cleat	1	LS	10,000.00	10,000.00
12	Non-Destructive Location of Steel Reinforcement in the Bulkhead	1	LS	8,000.00	8,000.00
<b>BASE BID TOTAL</b>					<b>2,137,500.00</b>

**Bid No. 22-033**  
**CMP DAY USE MARINA DESIGN SERVICES**  
**Quantity Sheet**

**H G Harders**

<b>No.</b>	<b>Category</b>	<b>Qty</b>	<b>Units</b>	<b>Unit Price</b>	<b>Total Cost</b>
1	Mobilization and Demobilization	1	LS	268,104.00	268,104.00
2	Erosion Control* (incl. silt fence, outlet protection, hay bales, sand bags, turbidity barrier, etc.)	1	LS	11,450.00	11,450.00
3	Manatee Signage and Training	1	LS	1,500.00	1,500.00
3	Inspection of The Existing Water Landing, Disassembly and Storage for Relocation	1	LS	18,900.00	18,900.00
4	Concrete Piles 14"x14"	51	EA	6,410.00	326,910.00
5	Marina Equipment	1	LS	1,206,100.00	1,206,100.00
6	ADA Compliant Kayak Launch	1	LS	49,962.00	49,962.00
7	Assembly of Fixed Marina Equipment and Kayak Launch	1	LS	499,393.00	499,393.00
8	Weigh Station Structure and Installation	1	LS	57,930.00	57,930.00
9	Tournament Master 200-3 or Approved Equal Tournament Scale	1	EA	3,500.00	3,500.00
10	Wall Mounted Kayak Storage Racks	2	EA	7,048.00	14,096.00
11	Removal of CMP Mooring Cleat	1	LS	19,971.00	19,971.00
12	Non-Destructive Location of Steel Reinforcement in the Bulkhead	1	LS	1,980.00	1,980.00
<b>BASE BID TOTAL</b>					<b>2,479,796.00</b>

STATE OF FLORIDA  
 FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AGREEMENT NO. 21129

<b>CFDA Title(s):</b> N/A	<b>CFDA No(s):</b> N/A
<b>Name of Federal Agency(s):</b> N/A	
<b>Federal Award No(s):</b> N/A	<b>Federal Award Year(s):</b> N/A
<b>Federal Award Name(s):</b> N/A	
<b>CSFA Title(s):</b> Deepwater Horizon Oil Spill / Florida Trustee Implementation Group’s Final Restoration Plan 2 and Environmental Assessment: Habitat Projects on Federally Managed Lands; Sea Turtles; Marine Mammals; Birds; and Provide and Enhance Recreational Opportunities	<b>CSFA No(s):</b> 77.048
<b>State Award No(s):</b> FWC 21129	<b>State Award Year(s):</b> FY 2021-2022
<b>State Award Name(s):</b> Pensacola Community Maritime Park Public Fishing Marina	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter “**Commission**,” and the City of Pensacola, FL, FEID # 59-6000406, whose address is 222 W. Main Street, Pensacola, FL 32502, hereinafter “**Grantee**.”

**WHEREAS**, the Commission and Grantee have partnered together to construct a new Community Maritime Park public marina; and,

**WHEREAS**, Grantee has been awarded a grant under the Natural Resource Damage Assessment – *Deepwater Horizon* Oil Spill (NRDA-DWH); and,

**WHEREAS**, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

**NOW THEREFORE**, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

**1. PROJECT DESCRIPTION.**

The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result

of Grantee responses to the Commission's request for competitive or other grant proposals, the Grantee's response is hereby incorporated by reference.

## 2. PERFORMANCE.

The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph eight (8) below, in the event the Grantee's ability to perform under this Agreement becomes compromised.

## 3. AGREEMENT PERIOD.

**A. Agreement Period and Commission's Limited Obligation to Pay.** This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign and shall remain in effect through 06/30/2024. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, preaward costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

## 4. COMPENSATION AND PAYMENTS.

**A. Compensation.** As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$3,038,895.00

**B. Payments.** The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph ten (10), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further,

- pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee for allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).
- C. Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager identified in Paragraph ten (10), below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.
- D. Match.** Pursuant to grant program guidelines, the Grantee is not required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.
- E. Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.
- F. State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.
- G. Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.
- H. Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, unless the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a Grantee due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.
- I. Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

<https://www.myfloridacfo.com/Division/AA/Vendors/default.htm>

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

- J. Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

## 5. RETURN OR RECOUPMENT OF FUNDS.

- A. Overpayment to Grantee.** Pursuant to Section 215.971(1)(e) &(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager and made payable to the "The Florida Fish and Wildlife Conservation Commission".
- B. Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance.** If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

## 6. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.

- A. Commission Exempt from Taxes.** The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. Grantee is placed on notice that this exemption generally does not apply to nongovernmental entity recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Grant Manager.
- B. Property Exempt from Lien.** If the Grant involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

The Grantee acknowledges that Property being improved is titled to the State of Florida and is not subject to lien of any kind for any reason. The Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

## 7. MONITORING.

The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific State and Federal monitoring terms and conditions are found in Attachment B, Audit Requirements. Additionally, monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.

## 8. TERMINATION.

- A. **Commission Termination.** The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits. The Grantee may request termination of the Agreement for convenience.
- B. **Termination – Fraud or Willful Misconduct.** This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.
- C. **Termination – Other.** The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- D. **Termination - Funds Unavailability.** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.
- E. **Grantee Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

## 9. REMEDIES.

- A. **Financial Consequences.** In accordance with Sections 215.971(1)(a) &(b), F.S., Attachment A, Scope of Work, contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Grantee fails to produce each deliverable within the time

frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from the Grantee's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in the Scope of Work.

- B. Cumulative Remedies.** The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

**10. NOTICES AND CORRESPONDENCE.**

Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

**FOR THE COMMISSION:**

Grant Manager  
 Brian Weinstein  
 Grants Specialist  
 FL Fish & Wildlife Conservation Commission  
 620 S Meridian Street  
 Tallahassee, FL 32399-1600  
 Telephone: (850) 617-9593  
 Fax:  
 Brian.Weinstein@MyFWC.com

**FOR THE GRANTEE:**

Grant Manager  
 Amy Tootle  
 Director of Public Works & Facilities  
 City of Pensacola  
 2757 N. Palafox Street  
 Pensacola, FL 32502  
 Telephone: (850) 436-5540  
[Click here to enter Fax #.](#)  
 atootle@cityofpensacola.com

**11. AMENDMENT.**

- A. Waiver or Modification.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.
- B. Change Orders.** The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.
- C. Renegotiation upon Change in Law or Regulation.** The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

**12. PROPERTY RIGHTS.**

If this Agreement includes Federal funds, the provisions of Sections 200.310-200.316, OMB Uniform Guidance (2 CFR 200), and any language addressing Federal rights, apply.

- A. Intellectual and Other Intangible Property.**

- i. **Grantee's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual and other intangible property rights to the Grantee's preexisting property will remain with the Grantee.
- ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.
- iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

**B. Purchase or Improvement of Real Property**

This agreement is for the purchase or improvement of real property, therefore the following terms and conditions apply.

- i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.
- ii. **Title.** If this agreement is supported by state funds, the Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work. Title to state-owned real property remains vested in the state. Title to federally-owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.
- iii. **Use.** Federally-owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A, Scope of Work.

**C. Non-Expendable Property.** The following provisions apply to the extent that the grant allows the acquisition of non-expendable property.

- i. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of **\$1,000.00** or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of **\$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **\$250.00** or more).

- ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

**D. Equipment and Supplies.** The following provisions apply to the extent that the grant allows the acquisition of equipment and supplies.

- i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).
- ii. **Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding **\$5,000.00** in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.
- iii. **Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed.

**13. RELATIONSHIP OF THE PARTIES.**

- A. **Independent Grantee.** The Grantee shall perform as an independent grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.
- B. **Grantee Training and Qualifications.** Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.
- C. **Commission Security.** All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Grantee, may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
- D. **Commission Rights to Assign or Transfer.** The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.

- E. Commission Rights to Undertake and Award Supplemental Agreements.** Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

#### 14. SUBCONTRACTS.

Grantee is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply.

- A. Authority.** The Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the Grantee reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. Grantee Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, Grantee agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the Grantee and subcontractor. Failure to make payment pursuant to any subcontract will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.
- C. Commission Right to Reject Subcontractor Employees.** The Commission in coordination with Grantee shall retain the right to reject any of the Grantee's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.
- D. Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the State of Florida.

#### 15. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

- A. Disclosure of Interested State Employees and Conflict of Interest.** This Agreement is subject to Chapter 112, F.S. Grantee shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform Guidance (2 CFR 200). Grantee must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.
- B. Convicted Vendors.** Grantee hereby certifies that neither it, nor any person or affiliate of Grantee, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the

convicted vendor list. Grantee shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

- i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)

- ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.
- iii. **Vendors on Scrutinized Companies** Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**D. Discriminatory Vendors.** Grantee shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.” Section 287.134(2)(a), F.S. Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

**E. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to the Commission’s Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Grantee’s ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee’s ability or willingness to perform the Agreement is

jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Grantee and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

- F. Certain Violations of Federal Criminal Law.** If this agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Grantee must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

**16. INSURANCE.**

The Grantee warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state law and that such insurance or self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

**17. SPONSORSHIP.**

As required by Section 286.25, F.S., if any recipient, subrecipient, contractor or subcontractor under this grant is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Grantee's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

**18. PUBLIC RECORDS.**

- A.** All records in conjunction with this Grant shall be public records and shall be treated in the same manner as other public records that are under Chapter 119, F.S.
- B.** This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.
- C.** If the Grantee meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Grantee shall comply with the following:

- i. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399.**

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

#### **19. COOPERATION WITH INSPECTOR GENERAL.**

Pursuant to subsection 20.055(5), F.S., Grantee, and any subcontractor to the Grantee, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs shall include but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

#### **20. SECURITY AND CONFIDENTIALITY.**

The Grantee shall not divulge to third parties any clearly marked confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Grant work. To ensure confidentiality, the Grantee shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Grant.

#### **21. RECORD KEEPING REQUIREMENTS.**

- A. **Grantee Responsibilities.** The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.

- B. State Access to Grantee Books, Documents, Papers, and Records.** The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- C. Grantee Records Retention.** Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the close of this Agreement, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. Grantee shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.
- D. Grantee Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.
- E. Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: <http://www.USASpending.gov>. Grant recipients awarded a new Federal grant greater than or equal to **\$25,000.00** awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

## 22. FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment B, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

## 23. FEDERAL COMPLIANCE.

As applicable, Grantee shall comply with all federal laws, rules, and regulations, including but not limited to:

- A. Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).
- B. Lacey Act, 16 U.S.C 3371-3378.** This Act prohibits trade in wildlife, fish and plants that have been illegally taken, possessed, transported or sold.

- C. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.** This Act governs marine fisheries in Federal waters.
- D. **Migratory Bird Treaty Act, 16 U.S.C. 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.
- E. **Endangered Species Act, 16 U.S.C. 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a “taking” of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

**24. FEDERAL FUNDS. No Federal Funds are applied to this Agreement, therefore, the following terms and conditions do not apply.**

- A. **Prior Approval to Expend Federal Funds to Federal Agency or Employee.** It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.
- B. **Equal Employment Opportunity.** Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.
- C. **Davis-Bacon Act.** The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of **\$2,000.00** for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.
- D. **Copeland “Anti-Kickback Act.** The Copeland “Anti-Kickback” Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of **\$100,000.00** that involve employment of mechanics or labors. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- E. **Contract Work Hours and Safety Standards Act.** Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of **\$2,000.00**, and in excess of **\$2,500.00** for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40)

- hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.
- F. Rights to Inventions Made Under a Contract or Agreement.** 37 CFR Part 401. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- G. Energy Efficiency.** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
- H. Debarment and Suspension Contractor Federal Certification.** In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, the Grantee certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.
- I. Prohibition against Lobbying.**
- i. Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. The Grantee also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Grantee with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Grantee has engaged any registrant with respect to this Contract and its related Federal contract, grant, loan, or cooperative agreement, the Grantee shall, prior to or upon execution of this Contract, provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Contract, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Grantee shall file an updated declaration with the Commission’s Contract Manager. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Grantee shall submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.
  - ii. Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Contract with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not,

and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

- J. Compliance with Office of Management and Budget Circulars.** As applicable, Grantee shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).
- K. Drug Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, the Grantee attests and certifies that the Grantee will provide a drug-free workplace compliant with 41 U.S.C. 81.

**25. CONTRACT-RELATED PROCUREMENT.**

- A. PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

- B. Respect of Florida.** In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

- C. Procurement of Recycled Products or Materials.** Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

**26. PROFESSIONAL SERVICES.**

- A. Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or registered surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

- B. Termination for Breach.** For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

## 27. INDEMNIFICATION.

If Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Grantee is not a state agency or subdivision as defined above, Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors, provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. If this is a Professional Services Agreement as defined in Subsection 725.08 F.S., then notwithstanding the provisions of Subsection 725.06 F.S., the design professional shall only be liable for, and fully indemnify, defend, and hold harmless the State, the Commission, and their officers, agents, and employees, for actions caused in whole or in part, by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

## 28. NON-DISCRIMINATION.

No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

## 29. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this

Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

**30. NO THIRD-PARTY RIGHTS.**

The Parties hereto do not intend, nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

**31. JURY TRIAL WAIVER.**

As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

**32. PROHIBITION OF UNAUTHORIZED ALIENS.**

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.

**33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**

- A. Requirement to Use E-Verify.** Section 448.095(2) Florida Statute requires the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Purchase Order term; and 2.) include in all subcontracts under this Purchase Order, the requirement that subcontractors performing work or providing services pursuant to this Purchase Order utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
- B. E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. The Department of Homeland Security's E-Verify system can be found online at <https://www.e-verify.gov>.
- C. Enrollment in E-Verify.** As a condition precedent to entering a Purchase Order with the Commission, Contractors and Subcontractors shall register with and use the E-Verify system. Failure to do so shall result in the Purchase Order not being issued, or if discovered after issuance, termination of the Purchase Order.
- D. E-Verify Recordkeeping.** The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

- E. Employment Eligibility Verification & Compliance.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Purchase Order and the Commission may treat a failure to comply as a material breach of the agreement. If the Commission terminates the Purchase Order pursuant to Section 448.095(2)(c) Florida Statute, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated and the Contractor is liable for any additional costs incurred by The Commission as a result of the termination of this Purchase Order.

**34. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.**

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Grantee believes is excusable under this paragraph, Grantee shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

**35. TIME IS OF THE ESSENCE.**

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in the Scope of Work, Attachment A.

**36. ENTIRE AGREEMENT.**

This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto,

unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

City of Pensacola

Florida Fish and Wildlife Conservation  
Commission

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Executive Director (or designee)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legality:

*Brandy E. Elliott*  
\_\_\_\_\_  
FWC Attorney Signature

Attachments in this Agreement include the following:

- Attachment A Scope of Work
- Attachment B Requirements of the Federal and Florida Single Audit Act
- Attachment C Monitoring Guidelines
- Attachment D Cost Reimbursement Requirements
- Attachment E Boating Access Performance Tracking and Reporting Forms
- Attachment F Notice of Grant Agreement (Site Dedication Form)



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Master

**File Number: 2022-008**

**File ID:** 2022-008

**\*Type:** Resolution

**Status:** Passed

**Version:** 1

**Attorney  
Review::**

**\*Meeting Body:** City Council

**File Created:** 12/28/2021

**Subject:**

**Final Action:** 01/20/2022

**Title:** SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-008 - STATE OF FLORIDA - FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC) GRANT AGREEMENT NO. 21129 - PENSACOLA MARITIME PARK PUBLIC FISHING MARINA

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

**Enactment Date:**

**Attachments:** Supplemental Budget Resolution No. 2022-008,  
Supplemental Budget Explanation No. 2022-008

**Enactment Number:**

**Recommendation:**

**Hearing Date:**

**Entered by:** atootle@cityofpensacola.com

**Effective Date:**

### History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:	
1	Agenda Conference	01/18/2022	Placed on Regular Agenda				Pass	
	<b>Action Text:</b>	This Resolution was Placed on Regular Agenda.						
1	City Council	01/20/2022	Adopted				Pass	
	<b>Action Text:</b>	A motion was made by Council Member Jones, seconded by Council Member Moore, that this Resolution be Adopted. The motion carried by the following vote: Yes: 7 Council President Hill, Council Vice President Wiggins, Council Member Jones, Council Member Moore, Council Member Brahier, Council Member Myers, and Council Member Broughton						

### Text of Legislative File 2022-008

#### ADD-ON LEGISLATIVE ACTION ITEM

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

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-008 - STATE OF FLORIDA - FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC) GRANT

AGREEMENT NO. 21129 - PENSACOLA MARITIME PARK PUBLIC FISHING MARINA

**RECOMMENDATION:**

That the City Council adopt Supplemental Budget Resolution No. 2022-008.

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

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City of Pensacola has been awarded the subject grant as part of the Natural Resource Damage Assessment - Deepwater Horizon Oil Spill (NRDA-DWH) through the Florida Fish and Wildlife Conservation Commission (FWC).

The primary purpose of this project is to support public and charity fishing tournaments by constructing a public marina. When not in use in support of fishing events, the marina would be available to the public for day-use vessels only as permitted by the U.S. Army Corps of Engineers.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$ 133,330.00 CRA Fund  
3,038,895.00 FWC Grant  
\$3,172,225.00

Actual: \$ 111,512.50 Design  
1,491,526.00 Construction (Estimate)  
149,152.60 10% Contingency (Estimate)  
119,322.08 Construction Oversight (Estimate)  
\$1,871,513.18

**FINANCIAL IMPACT:**

Adoption of a supplemental budget resolution will appropriate the grant funds. The total

budget for this project will be \$3,172,225 and is funded between two sources. To date, \$111,512.50 has been expended for Design using CRA Funds. Construction and oversight will be funded through the FWC grant. It is anticipated the actual costs will be below the awarded grant amount. FWC shall pay the City on a cost reimbursement basis in an amount not to exceed \$3,038,895.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes  
1/6/2022

**STAFF CONTACT:**

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

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 2022-008
- 2) Supplemental Budget Explanation No. 2022-008

**PRESENTATION:** No



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 22-00432

City Council

5/12/2022

---

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

LEASE - MARTIN MARIETTA MATERIALS, INC FOR THE PORT OF PENSACOLA

**RECOMMENDATION:**

That City Council approve a lease with Martin Marietta Materials, Inc. for the Port of Pensacola. Further, that City Council authorize the Mayor to take all actions necessary to execute the lease.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Since 2002, Martin Marietta Materials has been a valued business partner of the port operating a five-acre aggregate terminal on the Port of Pensacola which directly supports regional construction and roadway projects with critical building materials.

For twenty years they have operated under a year-to-year short term operating agreement which has prevented them from competing on longer term contracts and from investing in improving the infrastructure of their terminal. A lease term of three years will give their corporate management security in committing funding to allow capital infrastructure and terminal improvements in partnership with the port.

Additionally, this lease will significantly increase revenues to the port by increasing cargo rates and fees; plus, it implements several new user fees that were not previously negotiated.

**PRIOR ACTION:**

February 27, 2002 - First annual terminal operating agreement executed with five annual renewals

June 29, 2007 - Second annual terminal operating agreement executed with five annual renewals

December 10, 2012 - May 21, 2015 - Annual short term operating agreements executed each year

May 22, 2015 to Present - Short term operating agreement with 365 day term until cancelled by either party

March 29, 2022 - Memorandum to City Council notifying of proposed lease with Martin Marietta

April 28, 2022 - Initial item 22-00357 was moved but failed to gain a second. A new item was created

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Lease rate of \$104,160 per year to be adjusted at renewal to appraised value (capped at 10%). Implements a new \$13,440 charge for leasing of the space occupied by the offloading equipment (PPUA). Wharfage and stevedore fees increase to \$0.71 and \$0.15 per ton accordingly. Implements a new common area maintenance fee of 7.5% of base rent, currently \$7,812.

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

4/1/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Amy Miller, Assistant City Administrator for Enterprises  
Clark Merritt, Port Director

**ATTACHMENTS:**

- 1) Martin Marietta Materials Inc. Lease Agreement - Draft
- 2) Deal Terms Summary Martin Marietta

**PRESENTATION:** No

***REAL PROPERTY LEASE***

***AT***

***PORT OF PENSACOLA***

***BETWEEN***

***MARTIN MARIETTA MATERIALS, INC.***

***AND***

***CITY OF PENSACOLA, FLORIDA***

***EFFECTIVE DATE: \_\_\_\_\_, 2022***

**TABLE OF CONTENTS**

**ARTICLE 1. DEFINITIONS..... 6**  
 SECTION 1.01 DEFINITIONS..... 6  
 SECTION 1.02 CROSS-REFERENCES..... 8

**ARTICLE 2. LEASED PREMISES ..... 9**  
 SECTION 2.01 LEASED PREMISES ..... 9  
 SECTION 2.02 NON-EXCLUSIVE PARKING AREA ..... 9

**ARTICLE 3. TERM ..... 10**  
 SECTION 3.01 LEASE TERM ..... 10  
 SECTION 3.02 RENEWAL ..... 10  
 SECTION 3.03 COMPANY’S RIGHTS UPON EXPIRATION OR EARLIER TERMINATION OF LEASE ..... 10  
 SECTION 3.04 SURRENDER OF LEASED PREMISES..... 10

**ARTICLE 4. USE OF LEASED PREMISES ..... 12**  
 SECTION 4.01 PERMITTED USE OF LEASED PREMISES ..... 12  
 SECTION 4.02 ADDITIONAL RESTRICTIONS ..... 12  
 SECTION 4.03 NON-EXCLUSIVE RIGHTS AND PRIVILEGES ..... 13

**ARTICLE 5. RENTS, FEES, CHARGES AND SALES TAX..... 14**  
 SECTION 5.01 BASE RENT..... 14  
 SECTION 5.02 SUBMERGED LANDS LEASE RATE..... 14  
 SECTION 5.03 BASE RENT PAYMENT..... 14  
 SECTION 5.04 OTHER RENTS, FEES AND CHARGES ..... 14  
 SECTION 5.05 SALES TAX..... 14  
 SECTION 5.06 MODE OF PAYMENT..... 14  
 SECTION 5.07 LATE FEE AND INTEREST ..... 15  
 SECTION 5.08 PORT TARIFF ..... 15

**ARTICLE 6. PERFORMANCE GUARANTEE ..... 16**

**ARTICLE 7. INSURANCE AND INDEMNIFICATION..... 17**  
 SECTION 7.01 REQUIRED INSURANCE..... 17  
 SECTION 7.02 POLICY ENDORSEMENTS; COPIES OF POLICIES; CERTIFICATES OF INSURANCE ..... 18  
 SECTION 7.03 INSURANCE OF THE COMPANY PRIMARY ..... 19  
 SECTION 7.04 LOSS CONTROL, SAFETY, AND SECURITY ..... 19  
 SECTION 7.05 ACCEPTABILITY OF INSURERS..... 19  
 SECTION 7.06 HOLD HARMLESS ..... 19  
 SECTION 7.07 NON-LIABILITY OF THE CITY..... 20  
 SECTION 7.08 PAYMENT ON BEHALF OF THE CITY..... 20  
 SECTION 7.09 NO WAIVER OF SOVEREIGN IMMUNITY ..... 20

**ARTICLE 8. COMMON PORT FACILITIES; INSPECTION OF FACILITIES ..... 21**  
 SECTION 8.01 USE OF COMMON FACILITIES ..... 21  
 SECTION 8.02 COMPLIANCE..... 21  
 SECTION 8.03 INSPECTION OF FACILITIES AND IMPROVEMENTS..... 21

**ARTICLE 9. ACCEPTANCE AND CONDITION OF LEASED PREMISES..... 22**

**ARTICLE 10. CONSTRUCTION BY THE COMPANY..... 23**  
 SECTION 10.01 GENERAL REQUIREMENTS..... 23

SECTION 10.02 CONSTRUCTION REQUIREMENTS..... 25

**ARTICLE 11. LIENS PROHIBITED..... 26**

**ARTICLE 12. MAINTENANCE AND REPAIR..... 27**

SECTION 12.01 TRIPLE NET LEASE..... 27

SECTION 12.02 COMPANY RESPONSIBILITIES..... 27

SECTION 12.03 SAFE, CLEAN AND ORDERLY OPERATION..... 28

SECTION 12.04 OTHER SERVICES..... 29

SECTION 12.05 QUARTERLY CONDITION SURVEYS ..... 29

SECTION 12.06 PERFORMANCE..... 29

SECTION 12.07 UTILITIES..... 29

SECTION 12.08 UTILITIES SUPPLY OR CHARACTER..... 30

**ARTICLE 13. TITLE TO IMPROVEMENTS AND PERSONAL PROPERTY..... 31**

SECTION 13.01 TITLE TO IMPROVEMENTS ..... 31

SECTION 13.02 TITLE TO PERSONAL PROPERTY ..... 31

**ARTICLE 14. ENVIRONMENTAL COMPLIANCE..... 32**

SECTION 14.01 ENVIRONMENTAL LAWS..... 32

SECTION 14.02 ENVIRONMENTAL CONDITIONS..... 32

SECTION 14.03 REMEDIATION OF ENVIRONMENTAL CONDITIONS ..... 33

SECTION 14.04 ENVIRONMENTAL REPORTS ..... 33

SECTION 14.05 SURVIVAL OF OBLIGATIONS..... 33

SECTION 14.06 NPDES AND SWPPP ..... 33

**ARTICLE 15. EVENTS OF DEFAULT; REMEDIES; TERMINATION ..... 34**

SECTION 15.01 COMPANY EVENTS OF DEFAULT ..... 34

SECTION 15.02 REMEDIES ..... 35

SECTION 15.03 RIGHTS AND REMEDIES OF THE CITY CUMULATIVE..... 36

**ARTICLE 16. HOLDING OVER..... 37**

**ARTICLE 17. ASSIGNMENT AND SUBLEASE ..... 38**

SECTION 17.01 LEASE ASSIGNMENT..... 38

SECTION 17.02 LEASED PREMISES SUBLEASE..... 38

SECTION 17.03 CONSUMMATION OF ASSIGNMENT OR SUBLEASE ..... 39

**ARTICLE 18. DAMAGE OR DESTRUCTION OF LEASED PREMISES; TAKING BY EMINENT DOMAIN 40**

SECTION 18.01 LEASED PREMISES -- DAMAGE OR DESTRUCTION ..... 40

SECTION 18.02 TAKING BY EMINENT DOMAIN ..... 40

**ARTICLE 19. FEDERAL, STATE, AND LOCAL REGULATIONS ..... 42**

SECTION 19.01 COMPLIANCE WITH RULES AND REGULATIONS ..... 42

SECTION 19.02 COMPLIANCE WITH LAW..... 42

SECTION 19.03 COMPLIANCE WITH ENVIRONMENTAL LAWS ..... 43

SECTION 19.04 LICENSES AND PERMITS ..... 43

**ARTICLE 20. TAXES..... 44**

SECTION 20.01 PAYMENT OF TAXES..... 44

SECTION 20.02 REAL PROPERTY TAXES ..... 44

SECTION 20.03 DEFINITION ..... 44

SECTION 20.04 CONTEST ..... 44

SECTION 20.05 PERSONAL PROPERTY TAXES..... 44

**ARTICLE 21. ENCUMBRANCE OF LEASEHOLD ESTATE AND NOTICE TO MORTGAGEES..... 46**

**ARTICLE 22. PORT DEVELOPMENT RIGHTS ..... 48**

**ARTICLE 23. GENERAL PROVISIONS ..... 49**

SECTION 23.01 ACKNOWLEDGMENT ..... 49

SECTION 23.02 AUTHORITY OF THE PORT DIRECTOR ..... 49

SECTION 23.03 CAPACITY TO EXECUTE..... 49

SECTION 23.04 DELIVERY OF NOTICES ..... 49

SECTION 23.05 EMPLOYEES OF THE COMPANY..... 50

SECTION 23.06 ENTIRE AGREEMENT ..... 50

SECTION 23.07 FORCE MAJEURE..... 50

SECTION 23.08 RULES OF CONSTRUCTION ..... 51

SECTION 23.09 GENERAL INTERPRETATION ..... 51

SECTION 23.10 GOVERNING LAW..... 51

SECTION 23.11 INCORPORATION OF EXHIBITS ..... 51

SECTION 23.12 INCORPORATION OF REQUIRED PROVISIONS..... 51

SECTION 23.13 INVALID PROVISIONS ..... 51

SECTION 23.14 NONLIABILITY OF INDIVIDUALS ..... 52

SECTION 23.15 NONINTERFERENCE WITH PORT OPERATIONS..... 52

SECTION 23.16 NOTICE OR CONSENT ..... 52

SECTION 23.17 NONWAIVER..... 52

SECTION 23.18 OTHER LAND AND BUILDINGS EXCLUDED ..... 52

SECTION 23.19 PATENTS AND TRADEMARKS ..... 52

SECTION 23.20 PUBLIC RECORDS LAWS ..... 53

SECTION 23.21 REMEDIES TO BE NONEXCLUSIVE ..... 53

SECTION 23.22 SIGNS AND LOGOS..... 53

SECTION 23.23 SUCCESSORS AND ASSIGNS..... 53

SECTION 23.24 NO PARTNERSHIP ..... 54

SECTION 23.25 THIRD PARTIES..... 54

SECTION 23.26 TIME IS OF THE ESSENCE ..... 54

SECTION 23.27 MEMORANDUM OF LEASE ..... 54

SECTION 23.28 REPRESENTATIONS AND WARRANTIES OF CITY AND COMPANY ..... 54

**List of Exhibits**

**EXHIBIT A - LEASED PREMISES**

**PORT OF PENSACOLA  
REAL PROPERTY LEASE**

**THIS REAL PROPERTY LEASE** (this “Lease”) is hereby made and entered into as of the Effective Date (hereinafter defined), by and between **MARTIN MARIETTA MATERIALS, INC.**, a North Carolina corporation authorized to transact business in the State of Florida (“the Company” or “Tenant”), and the **CITY OF PENSACOLA, FLORIDA**, a Florida municipal corporation (“the City” or “Landlord”), in its capacity as owner and operator of **PORT OF PENSACOLA** (“the Port”). The City and the Company may, from time to time, be referred to in this Lease individually as “a Party” and collectively as “the Parties.”

**RECITALS**

WHEREAS, the City is the owner and operator of the Port (as hereinafter defined); and

WHEREAS, it is in the best interest of the community for the City to encourage and support local economic development for the City of Pensacola Port of Pensacola and to efficiently operate the Leased Premise; and

WHEREAS, the City, as lessor, desires to lease to the Company, as lessee, and the Company desires to lease from the City, the Leased Premises for the use, upon the terms, and subject to the conditions hereinafter set forth; and

WHEREAS, the Company has been a tenant of the Port of Pensacola since February 2002; and

WHEREAS, the Company always fully and timely performed all obligations under its original lease and its subsequent short-term operating agreement;

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

## ARTICLE 1. DEFINITIONS

### Section 1.01 DEFINITIONS

The following words and phrases, wherever used in this Lease, shall, for purposes of this Lease, have the following meanings:

**“Additional Rent”** means, collectively, all amounts payable by the Company under this Lease which are expressly designated as “Additional Rent,” in addition to the Base Rent.

**“Affiliate”** means any corporation or other entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with, the Company.

**“Base Rent”** means the annual rent for the Leased Premises as specified or determined in this Lease.

**“Bond Resolution”** means any Resolution of the City regulating or authorizing the issuance of Bonds payable from Port revenue.

**“City”** means the City of Pensacola, Florida, and any successor to the City in ownership of the Port.

**“Common Port Facilities”** means all necessary cargo area appurtenances, including, but not limited to, laydown areas, berth aprons, and other common facilities and infrastructure appurtenant to the Port.

**“Company”** means the lessee under this Lease as identified in the first paragraph of this Lease, and any assignee of this Lease pursuant to an assignment permitted by this Lease.

**“Control”** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities or by contract or otherwise.

**“Effective Date”** means the date upon which this Lease is executed by the last Party to execute this Lease, as shown by the respective dates set forth after the places provided herein below for the Parties’ execution of this Lease. The parties agree that time is of the essence and each agrees to act with diligence and all due haste to expedite its portion of the execution process.

**“Environmental Laws”** means, collectively, all federal, state, water management district, and local environmental, land use, safety, or health laws, rules, regulations, ordinances, and common law, including, but not limited to, the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.); the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.) (“CAA”); the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j), the Federal Water Pollution Control Act (commonly known as the Clean Water Act) (33 U.S.C. §§ 1251-1387), and

Sections 253, 373, 376 and 403, Florida Statutes, as any of the foregoing may hereafter be amended, any rule or regulation pursuant thereto, and any other present or future law, ordinance, rule, regulation, code, permit or permit condition, order, notice of violation, decree, consent agreement, or directive addressing an environmental, safety, or health issue of or by the federal government, or of or by any state or other political subdivision thereof, or any agency, court, or body of the federal government or any state or other political subdivision thereof, exercising executive, legislative, judicial, regulatory, or administrative functions. The term “Environmental Laws” also shall mean and include the Port of Pensacola’s Storm Water Pollution Prevention Plan (“SWPPP”) and all future amendments thereto.

“**Event of Default**” shall have the meaning assigned in Article 15 below.

“**Exclusive Use Leased Premises**” means the spaces and areas within the Leased Premises for the use and occupancy of the Company to the exclusion of all others.

“**Facilities**” means all future additions and accessions to permanent improvements on the Leased Premises together with any replacements of any such new Facilities. The parties acknowledge and agree that there are currently no Facilities on the Leased Premises and that all current structures on the Leased Premises (e.g., trailer, maintenance shed, conveyors, etc.) are removable personal property owned by the Company. The Company shall have the non-exclusive right to access, traverse, cross and otherwise utilize all port lands designated for the joint use of all port tenants, users and customers, provided such use does not unreasonably impede, block or otherwise limit the right of other port tenants, users and customers to access, traverse, cross and otherwise use the same port lands. The Company may not moor vessels to any of the port’s public docks without first filing and receiving approval from the port of a Vessel Berth Application.

“**Hazardous Substances**” means any hazardous, toxic, or harmful substances, wastes, materials, pollutants, or contaminants (including, without limitation, asbestos, polychlorinated biphenyls, petroleum products, flammable explosives, radioactive materials, paint containing more than 0.5% lead by dry weight (“Lead Based Paint”), infectious substances, or raw materials which include hazardous constituents), or any other substances or materials that are included under or regulated by Environmental Laws.

“**Land**” means the land within the Port as depicted on Exhibit A attached hereto and incorporated herein by reference, consisting of approximately 4.96 acres and located at the Port of Pensacola.

“**Leased Premises**” means the Land and all improvements now or hereafter existing on the Land, including without limitation the Facilities and the Preferential Use Apron Area, as more particularly described in Section 2. The entire Leased Premises are Exclusive Use Leased Premises.

“**Lease Term**” shall have the meaning assigned in Section 3.01 below.

**“Lease Year”** means each period of twelve consecutive calendar months that begins on an anniversary of the Effective Date of this Lease or, if the Effective Date of this Lease is not the first day of a month, each period of twelve consecutive calendar months that begins on the first day of the next month after each such anniversary of the Beginning of this Lease; provided, however, that the first Lease Year shall commence on the beginning of this Lease and continue to, but not including, the first day of the next Lease Year.

**“Ordinary Wear and Tear”** means normal deterioration of an improvement to real property or the underlying real property itself that occurs solely from the reasonable and intended use of the improvement over time despite the timely and proper performance of reasonable routine maintenance and preventive maintenance.

**“Port”** means Port of Pensacola located in Pensacola, Florida, as it now exists and as it may exist in the future.

**“Port Director”** means the person who from time to time holds the position of “Port Director” or “Interim Port Director” of the Port. Said term shall also include any person expressly designated by the City to exercise functions with respect to the rights and obligations of the Port enterprise.

**“Port Master Plan”** means the assembly of appropriate documents and drawings addressing development of the Port from physical, economic, social, and political jurisdictional perspectives as designated from time to time by the City and the Port Director as the Port Master Plan. The Port Master Plan includes, without limitation, forecasts of cargo & maritime business activity, a Port land use plan, 2019 Port Vision Plan (or any successor plan), a Port layout plan set, a Port access and parking plan, port storm water master plan, a capital improvement plan, and a budget and/or financial plan.

**“Rent”** means, collectively, the Base Rent and the Additional Rent.

**“Rules and Regulations”** means those ordinances, rules and regulations promulgated from time to time by the City or the Port Director governing conduct on, and operations at, the Port or the use of any of the land and/or facilities at the Port.

**“Subsidiary”** means any corporation or other entity more than fifty percent (50%) of whose outstanding stock (or other form of equity ownership) is, at the relevant time, owned by the Company or by another Subsidiary of the Company.

**“Tariff”** means Port of Pensacola Terminal Tariff No. 5A, as amended and revised from time-to-time, or any successor thereto.

## Section 1.02 CROSS-REFERENCES

All references in this Lease to articles, sections, and exhibits pertain to articles, sections, and exhibits of this Lease unless otherwise specified.

END OF ARTICLE

## ARTICLE 2. LEASED PREMISES

### Section 2.01 LEASED PREMISES

For the Rent, upon the terms, and subject to the conditions set forth in this Lease, the City hereby leases and demises the Leased Premises to the Company, and the Company hereby leases the Leased Premises from the City, subject, however, to all liens, easements, restrictions and other claims and encumbrances of record, provided that such matters do not prevent the Company from conducting its business on the Leased Premises as contemplated herein, and/or otherwise impair its financial structure and future use of the premises.

The Leased Premises consists of approximately 4.96 acres of unimproved open laydown area located in the southeastern quadrant of the Port of Pensacola as per the legal following legal description and as further depicted in Exhibit A attached hereto and incorporated herein by this reference and collectively are known as the “Leased Premises.”

In addition to the above-described Leased Premises, the Company shall also have a right of use over the paved/asphalted apron area running parallel to Port Warehouses 6 and 8 (the “Preferential Use Apron Area”) at no additional cost for the sole purpose of maintaining or replacing conveyors and other similar vessel unloading equipment (the “PUAA Equipment”). The City acknowledges and agrees that such PUAA Equipment is not portable and cannot be easily removed, repositioned, or replaced; is for the sole and exclusive use of the Company and will be removed by Company at the end of the Lease Term. The Company shall pay an additional rental fee of \$1,120.00 per month for the use of the Preferential Use Apron Area, due at the same time and in the same manner as the Rent.

The Company shall have the right to post its unique logo at the Leased Premises in a tasteful manner of an industrial site, provided design and placement of same is in compliance with applicable City of Pensacola sign ordinances, if any, and is approved by the Port Director.

### Section 2.02 NON-EXCLUSIVE PARKING AREA

The Company shall be entitled to non-exclusive use of any and all designated parking areas located on the Port property as currently situated and designated or as may be situated and designated in the future at the Port’s and/or any and all overflow parking lots as currently situated and designated or as may be situated and designated in the future all at the Port’s sole discretion, at no additional charge to the Company. Such areas are made available to all Port tenants and users on a first-come-first-served basis. In using such areas, the Company and Company employees, representatives, agents, contractors, service providers, invitees, customers and visitors shall abide by all applicable rules and regulations of the Port of Pensacola Seaport Security Plan, including if required, but not limited to, the requirement that all personal vehicles entering the Port Restricted Area be registered with the Port’s Facility Security Officer. In no event shall the Company permit parking on the Leased Premises by the general public or by the Company’s guests, invitees, customers, or employees not related to the conduct of the Company’s business on the Leased Premises.

END OF ARTICLE

## ARTICLE 3. TERM

### Section 3.01 LEASE TERM

Subject to compliance with the terms and conditions of this Lease, the Company shall have the right to occupy the Leased Premise beginning on the Effective Date as defined in Section 1.01 of this Lease Agreement for a term of three (3) years (the “Primary Lease Term”). All Rents for the Leased Premises shall commence immediately upon the Effective Date. The Primary Lease Term, the First Renewal Term (if applicable) and the Second Renewal Term (if applicable) are, collectively, the “Lease Term.”

### Section 3.02 RENEWAL

Upon expiration of the Primary Lease Term, this Lease may be renewed for up to two (2) additional three (3) year renewal options subject to the provisions that follow in this Section 3.02.

Provided the Company is not in default of any provisions herein, this Lease Agreement will be renewed for three (3) years commencing upon the Expiration Date and expiring three (3) years thereafter (“First Renewal Term”), unless either party provides written notice of non-renewal at least of three hundred sixty-five (365) days prior to the Expiration Date.

Further, provided the Company is not in default of any provisions herein, this Lease Agreement will be renewed for an additional three (3) years commencing upon the expiration of the preceding term and expiring three (3) years thereafter (“Second Renewal Term”), unless either party provides written notice of non-renewal at least three hundred sixty-five (365) days prior to the then-applicable expiration date.

Rent shall be at the rates outlined in Article 5 of this Lease, except that for any renewal hereunder, the City reserves the right to recalculate the Base Rent payments based upon the then-appraised value of the property provided the renewal period Base Rent rate increase may not exceed ten percent (10%) of the then-current Base Rent as defined in Article 5 herein. For any renewal hereunder, all terms and conditions of this Lease Agreement, other than pertaining to Base Rent, remain the same unless expressly negotiated between the parties. Any renewal hereunder shall be memorialized in writing, executed by the parties in the same formality herewith.

### Section 3.03 COMPANY’S RIGHTS UPON EXPIRATION OR EARLIER TERMINATION OF LEASE

Subject to Section 3.04, upon expiration of the Lease Term or earlier termination of this Lease, all of the Company’s rights, authority, and privileges to use the Leased Premises, services, facilities and property of the Port as granted herein shall automatically cease without notice to the Company except such notice, if any, as is expressly required by this Lease with respect to an earlier termination of this Lease.

### Section 3.04 SURRENDER OF LEASED PREMISES

Upon expiration of the Lease Term or earlier termination of this Lease, the Company shall promptly remove all remaining stockpile aggregate placed upon the Leased Premises except that

this Lease shall be extended to the extent necessary for the Company to be afforded reasonable opportunity to fulfill the product delivery obligations of any active contract(s) held by the Company. The Company may be requested, to the extent possible without revealing any confidential or proprietary business information, to provide documentary evidence of contracts held and/or corresponding product delivery schedules in order for City to grant any such extension. Following completion of such contracts, the Company shall promptly complete the removal of any remaining aggregate stockpiles, equipment and other facilities.

Upon expiration of the Lease Term or earlier termination of this Lease and final removal of all remaining stockpile aggregate, equipment and facilities as provided in the preceding paragraph, the Company shall surrender the Leased Premises to the City in the same or better condition than at the time of this Lease, except for Ordinary Wear and Tear and except for damage caused by an insured casualty or a condemnation for which the City is fully compensated by insurance proceeds actually received by the City and by deductible amounts actually paid by the Company to the City, with respect to an insured casualty loss, or by a condemnation award pursuant to an order of a court of competent jurisdiction or payment in lieu thereof acceptable to the City, with respect to a condemnation.

The parties acknowledge and agree that any periods of occupancy and use by the Company related to the provisions of this Section 3.04 shall be subject to all of the terms and conditions of this Lease other than Article 16.

The provisions of this Section 3.04 shall survive the expiration of the Lease Term or earlier termination of this Lease, as the case may be, and shall be fully enforceable by the City against the Company notwithstanding the termination of this Lease.

END OF ARTICLE

## ARTICLE 4. USE OF LEASED PREMISES

### Section 4.01 PERMITTED USE OF LEASED PREMISES

Continuously during the Lease Term, the Company shall use the Leased Premises solely for receiving, storage and shipping of bulk materials including, but not limited to, limestone aggregates, granite, gravel, rip rap rock, and other similar products. The performance of any other activities consistent with and allowable in the Industrial District M-1 Zoning Designation as defined in the City of Pensacola Code, Part II - Code of Ordinances. Title XII - Land Development Code, Chapter 12.2 - Zoning Districts, Sections 12-2-1 and 12-2-9 shall be allowed only upon advance written consent of the City, which consent may be allowed or withheld in the City's sole and absolute discretion.

Consistent with the permitted use of the Leased Premises stated in this Section 4 and solely in furtherance of such use, Company shall, at Company's sole cost and expense, complete all necessary improvements on the Leased Premise in order to conduct the authorized activities thereon and/or required to fulfill any and all other obligations under this Lease. Any such improvements to the Leased Premises must comply with all approval and permitting requirements of the City of Pensacola Inspection Services and Code Enforcement Divisions, if applicable, and must be approved in advance by the Port Director.

### Section 4.02 ADDITIONAL RESTRICTIONS

Notwithstanding any contrary provision in this Lease, the Company shall not, and the Company shall not suffer or permit any of its agents, employees, directors, officers, contractors, customers, guests, invitees, licensees, or representatives to:

- (a) Do, suffer, or permit anything that may interfere with the effectiveness or accessibility of any drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, at any time installed or located on or within the premises of the Port.
- (b) Do, suffer, or permit anything that may invalidate or conflict with any fire or other casualty insurance policies covering the Port or any part thereof or improvements thereon.
- (c) Keep or store or suffer or permit to be kept or stored, at any time, flammable or combustible liquids except in storage facilities especially constructed for such purposes in accordance with applicable federal, State, and City laws and ordinances, including the Uniform Fire Code and the Uniform Building Code. For purposes of this Lease, flammable or combustible liquids shall have the same definitions as set forth in the Uniform Fire Code, as that Code may be amended from time to time.
- (d) Engage in any business or activity not specifically permitted by this Lease.
- (e) In addition to the provisions of Article 14 herein, the Company shall not allow any discernable noxious odors to emanate beyond the confines of the Port of Pensacola at any time under normal & routine weather conditions for the area. If any such odor does occur and creates a nuisance impact to the surrounding geographic area, as evidenced by documented odor reports or complaints, the City will engage Florida Department of Environmental Protection (FDEP) or a local environmental engineer of its choice, to determine the source of the odor. If such odor is determined to be a result of the Tenant's operations, the City reserves the right to order the cessation of the Company's operations until such time as appropriate

ventilation and/or filtration systems can be installed by and at the sole expense of the Company to eliminate such nuisance.

**Section 4.03 NON-EXCLUSIVE RIGHTS AND PRIVILEGES**

Granting of this Lease to the Company does not constitute a right of exclusivity for the business types and activities to be conducted by the Company upon the Leased Premises.

END OF ARTICLE

## ARTICLE 5. RENTS, FEES, CHARGES AND SALES TAX

In consideration for the Company's use of the Leased Premises, the rights and privileges granted to the Company hereunder, and for the undertakings of City hereunder, the Company agrees to pay the City, without invoicing, notice, demand, deduction or set-off, the Base Rent, Additional Rent, fees, other charges, and sales and use tax as set forth in this Lease, as from time to time recalculated according to the procedures described herein below.

**Section 5.01 BASE RENT THE BASE RENT ("BASE RENT") PAYABLE BY THE COMPANY TO THE CITY SHALL BE EIGHT THOUSAND SIX HUNDRED EIGHTY DOLLARS (\$8,680.00) PER MONTH, PRO-RATED FOR ANY PARTIAL MONTHS.**

**Section 5.02 SUBMERGED LANDS LEASE RATE**  
NOT APPLICABLE

**Section 5.03 BASE RENT PAYMENT**

The annual Base Rent shall be paid by the Company to the City without invoicing, notice, demand, deduction, or set-off, in equal monthly installments payable in advance on or before the first day of each calendar month, beginning immediately upon the Effective Date and continuing through the remainder of the Lease Term. Should the Effective Date be on any date other than the first (1<sup>st</sup>) of the month, Base Rent shall commence on the first day of the following month.

**Section 5.04 OTHER RENTS, FEES AND CHARGES**

Notwithstanding any contrary provision in this Lease, the City reserves the right to charge, in addition to Base Rent other fees and charges expressed in this Lease, fees and charges for miscellaneous items and services, including, but not limited to current and future taxes, fees and assessments, as well as any fees and charges assessed by the City in connection with the ordinary use of Port facilities that all of the foregoing are equally applicable to all similarly situated parties and consistent with past practice.

**Section 5.05 SALES TAX**

The Company shall pay to City all sales and use taxes imposed by Florida Statutes Section 212.031 and any future amendments thereto, or other applicable Florida law in effect from time to time (collectively, the "Sales Tax"), on the Base Rent and Additional Rent due under this Lease and on any other payments required by this Lease to be made by the Company to or for the benefit of the City which are taxable under applicable Florida law. Such sales or use tax shall be due and payable concurrently with the payment of the Base Rent, Additional Rent, or other payment with respect to which such tax is required to be paid.

**Section 5.06 MODE OF PAYMENT**

The payment of all Base Rent, Additional Rent, Sales Tax, fees, and charges that become due and payable by the Company under this Lease shall be paid to the City of Pensacola without the City invoicing the Company. Payments shall be mailed or delivered to City of Pensacola Treasury Department, PO Box 12910, Pensacola, Florida 32521-0044, or to such other payment address as the City notifies the Company in writing. The City reserves the right to require that payment be made by ACH or wire transfer.

**Section 5.07 LATE FEE AND INTEREST**

If Base Rent, Additional Rent, or any other fee, charge or payment due and payable under this Lease by the Company to the City is not paid within thirty (30) calendar days after such Base Rent, Additional Rent, or other fee, charge or payment became due, a Late Fee of five percent (5%) of the amount due shall be due and payable to the City to compensate the City for its added expenses due to said late payment. Further, any Base Rent, Additional Rent, or other fee, charge or payment due and payable under this Lease by the Company to the City that is not paid within thirty (30) calendar days after its date due shall bear Interest at eighteen percent (18%) per annum, or the highest rate allowed by law, whichever is less, from the date due until the date paid in full.

**Section 5.08 PORT TARIFF**

Except as otherwise specified herein, all provisions of the Port Tariff 5A, as defined herein, shall remain in full force and effect.

**Section 5.09 WHARFAGE AND CARGO FEES**

Product received into the Company’s leasehold, whether received by waterborne or landside conveyance, shall be subject to the following cargo fees:

Wharfage.....	\$0.71 per short ton
Stevedore Fee.....	\$0.15 per short ton
Cargo Security.....	per the Port Tariff

**Section 5.10 COMMON AREA INFRASTRUCTURE MAINTENANCE FEE**

In addition to Base Rent and Wharfage and Cargo Fees as described elsewhere herein, the Company shall make an annual lump sum maintenance fee payment for Port common area infrastructure of \$7,812.00 (= \$8,680/month \* 12 months \* 0.075%) per year for the duration of the Lease Term (“Common Area Infrastructure Maintenance Fee” or “CAIM”), payable on January 1 of each year and due no later than April 1 of each year (pro-rated for any partial years). This CAIM fee, or equivalent, is being assessed against all similar leases for Port property and facilities executed on or after Oct. 1, 2020.

END OF ARTICLE

## ARTICLE 6. PERFORMANCE GUARANTEE

The Company will provide a letter of credit, an investment grade security or other means of collateral that may be acceptable to the parties to guarantee the performance of the lease. This security requirement shall expire after three (3) years of the anniversary of the final execution hereof.

Without limiting the generality of the foregoing, the minimum initial term of such letter of credit or quick pay bond shall be for a term of one (1) year. The security can be called and shall be payable in full upon the Company's receipt of written certification by the City that there exists an uncured Event of Default under this Lease by the Company.

The amount of such security shall at all times during the Lease Term be in an amount equal to fifty (50%) of the annual Base Rent payable to the City.

In the event City is required to draw down or collect against the Company's security due to an Event of Default hereunder, the Company shall, within ten (10) business days after City's written demand, either cause security to be replenished to its original value or provide a replacement security from another source so that the aggregate of letters of credit or quick pay bonds are equal to the total amount required above.

If the Company shall fail to obtain or keep in force such security required hereunder and does not promptly restore such security within ten (10) business days after City's written notice, such failure shall be an Event of Default under this Lease. The City's rights under this Article shall be in addition to all other rights and remedies provided to City under this Lease.

END OF ARTICLE

## ARTICLE 7. INSURANCE AND INDEMNIFICATION

### Section 7.01 **REQUIRED INSURANCE**

Prior to the Effective Date, the Company shall procure and maintain insurance of the types and to the limits specified herein, all of which shall be in full force and effect as of the Effective Date.

As used in this Article, “the City” is defined to mean the City of Pensacola itself and all political subdivisions thereof.

The amounts, forms, and types of insurance required to be provided and maintained by the Company shall conform to the following minimum requirements, each as/if applicable:

[THIS SPACE INTENTIONALLY LEFT BLANK]

<b>Insurance Requirements</b>		
	<b>Type</b>	<b>Amount</b>
(1)	Worker’s Compensation and Employer’s Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000 (including USL&H and Jones Act, if applicable)
(2)	Broad Form General Liability Policy to include coverage for the following (must include liability for marine vessels):	Combined Single Limit for Bodily Injury and Property Damage of \$5,000,000 per occurrence or its equivalent in excess or umbrella coverage with an aggregate of not less than \$5,000,000
	(A) Premises Liability	
	(B) Independent Contractors	
	(C) Personal Injury	
(3)	Property Insurance including flood insurance for physical damage to the property of the Company, including improvements and betterments to the Leased Premises and the PUAA Equipment	In an amount as determined by Company
(4)	Property Insurance for physical damage to the Facilities, including improvements and betterments to the Leased Premises, resulting from fire, theft, vandalism, windstorm, flood (if and to the extent any of the Facilities are located in a federally-designated special flood hazard area), and other risks commonly insured against for similar port improvements	In an amount as determined by Company
(5)	Automobile Liability (any automobile)	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence or its equivalent in excess of umbrella coverage, \$5,000,000 per occurrence or its equivalent in excess of umbrella coverage for vehicle(s) with access to the Air Operations Area.
(6)	Above Ground and/or Underground Storage Tank Liability (but only if such tanks exist at the Leased Premises)	\$1,000,000 per claim

**Section 7.02 POLICY ENDORSEMENTS; COPIES OF POLICIES; CERTIFICATES OF INSURANCE**

All insurance policies required by this Lease to be furnished by the Company shall be endorsed to provide that the insurance carrier shall give the City written notice at least thirty (30) days in advance of any cancellation or nonrenewal in coverage. In addition, Company shall promptly provide written notice to City of any material adverse change or restriction in coverage.

Each policy of property insurance shall be endorsed to name (or provide by blanket endorsement) the City as an Additional Insured and Loss Payee, as its interest may appear, and each policy of liability insurance shall be endorsed to name (or provide by blanket endorsement) the City as an Additional Insured.

As part of the City’s approval process for this Lease and thereafter within ten (10) business days after the City’s written requests from time to time (but no more than annually), the Company shall furnish certificates of insurance for all policies required to be provided by Company with respect to the Leased Premises or this Lease. Company acknowledges and agrees that City may require copies of Company’s applicable insurance policies if Company requests a change in the

scope of Company's use of the Leased Premises or related to request by Company to conduct special events or operations at the Leased Premises.

Certificates of property insurance shall be provided on the "Certificate of Insurance" form in the current ACORD form or as may otherwise be mutually agreed upon by the parties and approved by the Company's insurers. The name and address of the City on each certificate of insurance required by this Lease shall be: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, Florida 32521. In addition, Company will endeavor to additionally provide a copy of each Certificate of Insurance to Port of Pensacola, Attn: Port Director, PO Box 889, Pensacola, Florida 32591.

The Company shall immediately replace any cancelled, materially adversely change or restricted, or non-renewed policies with equivalent policies and shall provide to the City copies of Certificates of Insurance regarding the new policies, prior to the effective date of such cancellation or nonrenewal. All written notices of claims made to carriers that relate to the use, damage, impairment, or condition of the Leased Premises shall be copied to the City's Department of Risk Management at the following address: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, Florida 32521. An additional copy shall be sent to Port of Pensacola, Attn: Port Director, PO Box 889, Pensacola, Florida 32591.

#### **Section 7.03 INSURANCE OF THE COMPANY PRIMARY**

The insurance coverage required of the Company shall be considered primary, and all other insurance shall be considered as excess, over and above the Company's required coverage.

#### **Section 7.04 LOSS CONTROL, SAFETY, AND SECURITY**

The Company shall retain full control over its employees, agents, servants, contractors, customers, guests, and invitees, as well as its and their activities on and about the Leased Premises and the manner in which such activities shall be undertaken; to that end, the Company shall not be deemed to be an agent of the City. Precaution shall be exercised by the Company at all times regarding the protection of all persons, including employees, and property. The Company shall make reasonable effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected. The Company and its employees, agents, servants, contractors, customers, guests, and invitees, shall at all times comply with all federal and State laws with respect to Seaport Security, including but not limited to, the Port of Pensacola Seaport Security Plan, current edition as amended from time to time or any successor thereto, as/when applicable to the Company's operations upon the Leased Premises and its use of Port facilities.

#### **Section 7.05 ACCEPTABILITY OF INSURERS**

All policies written pursuant to this Article 7 shall be with insurers (i) licensed to do business in the State of Florida and (ii) carrying A.M. Best ratings of at least A-X or higher.

#### **Section 7.06 HOLD HARMLESS**

The Company, for itself and its successors and assigns, shall, and does hereby, covenant and agree to, FULLY AND FOREVER RELEASE, INDEMNIFY, DEFEND, and HOLD HARMLESS the City and its elected officials, employees, officers, directors, volunteers, and

representatives, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, arbitration awards, regulatory actions, administrative actions, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including, but not limited to, personal or bodily injury, death, environmental remediation and damage, and property damage, made upon or suffered or incurred by the City to the extent caused by to any breach or default by the Company under this Lease, or the negligent activities, acts or omissions of the Company under this Lease or at or within the Port, including, but not limited to, any acts or omissions of the Company, its successors or assigns, including any of its or their respective agents, officers, directors, representatives, employees, consultants, contractors or subcontractors, and their respective officers, agents, employees, directors, and representatives. The Company's indemnity obligations provided for in this Section shall not extend to and the Company and its respective insurers have no obligation to indemnify any third parties, including the City, its officers, or employees for any claims or liabilities arising from such parties' negligent or intentional acts or omissions. The City shall, upon notice thereof, immediately transmit to the Company every demand, notice, summons, or other process received in any claim or legal proceeding contemplated herein. Payments on behalf of the City under this Section 7.06 shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

**Section 7.07 NON-LIABILITY OF THE CITY**

The City shall not, in any event, be liable to the Company or to any other person or entity for any acts or omissions of the Company, its successors, assigns, or sublessees or for any condition resulting from the operations or activities of the Company or any such person or entity.

Without limiting the generality of the foregoing, the City shall not be liable for the Company's failure to perform any of the Company's obligations under this Lease or for any delay in the performance thereof, nor shall any such delay or failure be deemed a default by the City.

**Section 7.08 RESERVED**

**Section 7.09 NO WAIVER OF SOVEREIGN IMMUNITY**

Nothing in this Article shall be deemed a change or modification in any manner whatsoever of the method, conditions, limitations, or restrictions of preserving, asserting, or enforcing any claim or legal liability against the City. This Article shall in no way be construed as a waiver, in whole or in part, of the City's sovereign immunity under the Constitution, statutes and case law of the State of Florida.

END OF ARTICLE

## ARTICLE 8. COMMON PORT FACILITIES; INSPECTION OF FACILITIES

### Section 8.01 USE OF COMMON FACILITIES

The City hereby grants to the Company, and to the Company's agents, employees, customers, guests, and invitees, the following general, nonexclusive privileges, uses, and rights, subject to the Rules and Regulations, the payment of all applicable fees and charges, and the terms, conditions, and covenants of this Lease:

(a) The general use by the Company of all Common Port Facilities.

(b) The right of ingress to and egress from the Leased Premises over and across public roadways serving the Port for the Company, its agents, employees, customers, guests, invitees, suppliers of services, furnishers of materials, and permitted sublessees/sublicensees.

The privileges, uses, and rights granted or permitted under this Article shall be exercisable only if and to the extent necessary in connection with the Company's business on the Leased Premises permitted under Article 4 above.

### Section 8.02 COMPLIANCE

The rights and privileges granted pursuant to Section 8.01 above shall be exercised subject to and in accordance with all laws (including without limitation all Environmental Laws), ordinances, Rules and Regulations, and Port policies of the United States, the State of Florida, Escambia County, the City of Pensacola and the Port, including without limitation the rules and regulations promulgated with reference to navigation, security, and all applicable charter provisions, rules, regulations, and ordinances of the City, now in force or hereafter prescribed or promulgated by charter authority or by law.

### Section 8.03 INSPECTION OF FACILITIES AND IMPROVEMENTS

The City reserves the right to enter the Leased Premises during normal business hours with three (3) business days prior notice to the Company, unless in the event of an emergency in which event no prior notice is required, for the purpose of inspecting same or verifying that Environmental Laws, fire regulations, safety regulations, and other applicable laws, rules and regulations, as well as the provisions contained in this Lease, are being adhered to by the Company. During its presence in the Leased Premises, the City shall make reasonable efforts to avoid undue interference with the Company's operations.

END OF ARTICLE

ARTICLE 9. ACCEPTANCE AND CONDITION OF LEASED PREMISES

THE COMPANY HAS INSPECTED AND EXAMINED ALL OF THE LEASED PREMISES, INCLUDING WITHOUT LIMITATION THE FACILITIES AND ALL OTHER BUILDINGS, STRUCTURES, IMPROVEMENTS, FACILITIES, AND INFRASTRUCTURE. THE PARTIES AGREE THAT THIS LEASE IS GRANTED BY THE CITY, AT THE COMPANY'S REQUEST, AND THAT THE LEASED PREMISES AND ALL PORTIONS THEREOF SHALL BE AND HEREBY ARE ACCEPTED BY THE COMPANY IN THEIR "AS IS" CONDITION.

THE COMPANY HEREBY ACKNOWLEDGES AND AGREES THAT THE CITY LEASES THE LEASED PREMISES, INCLUDING ALL PORTIONS, PARTS, AND COMPONENTS THEREOF, TO THE COMPANY, AND THE COMPANY ACCEPTS THE LEASED PREMISES, AS IDENTIFIED IN EXHIBIT A OF THIS LEASE, FROM THE CITY, "AS IS, WHERE IS AND WITH ALL FAULTS" AS IDENTIFIED BY THE CITY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, OF ANY KIND WHATSOEVER, AND SUBJECT TO ALL DEFECTS, LATENT AND PATENT. THE CITY SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR, MAINTAIN, RENOVATE OR OTHERWISE INCUR ANY COST OR EXPENSE WITH RESPECT TO THE LEASED PREMISES OR ANY PORTION THEREOF UNLESS AND EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE.

THE COMPANY'S TAKING POSSESSION OF THE LEASED PREMISES SHALL BE CONCLUSIVE EVIDENCE OF THE COMPANY'S ACCEPTANCE THEREOF IN AN "AS IS" CONDITION AND THAT THE COMPANY DEEMS THE LEASED PREMISES SUITABLE FOR THE PURPOSES FOR WHICH THEY ARE BEING LEASED.

THE CITY MAKES NO REPRESENTATIONS REGARDING THE CONDITION OF THE LEASED PREMISES AND NO PROMISES TO IMPROVE THE SAME. ANY SUCH REPRESENTATIONS OR PROMISES PREVIOUSLY MADE, IF ANY, SHALL NOT BE BINDING UPON THE CITY UNLESS EXPRESSLY CAPTURED AND DETAILED IN THIS LEASE AGREEMENT.

END OF ARTICLE

## ARTICLE 10. CONSTRUCTION BY THE COMPANY

### Section 10.01 **GENERAL REQUIREMENTS**

The Company shall not construct, alter, remodel, renovate, remove, or demolish improvements on the Leased Premises without the prior written approval of the City, which approval shall not be unreasonably withheld, delayed, or conditioned.

In the event that the Company desires to construct, alter, remodel, renovate, remove, or demolish any improvements on the Leased Premises, it shall submit to the Port Director plans and specifications and a construction time schedule for such work prepared by Florida-registered architects and engineers, such other information and documents as may be required by the Port Director, all of which shall be in sufficient detail for the Port Director, to determine, whether or not the proposed work is consistent with the Company's use of the Leased Premises as defined in Section 4.01 but in any event the approval of proposed construction, remodel, renovation, removal or any other improvements for the Company business shall not be unreasonably withheld, delayed or conditioned, provided the proposed work is deemed to be consistent with Section 4.01 of this Lease. Upon pre-approval of reasonable estimated expenses as further described below, the Company will reimburse the City upon demand for the out of pocket expenses incurred by the City to review and act upon the Company's request, which expenses may include without limitation the fees and expenses of architects, engineers, attorneys and other professionals. Prior to engaging professionals or incurring other expenses, the City shall provide an estimate of those costs to the Company, and should the Company wish to continue its request, then the Company must approve of the expenses estimated to be incurred prior to incurring any responsibility for costs. The Port Director, acting on behalf of the City, shall have a total of thirty (30) days to provide written approval or disapproval of such work.

The Company shall not commence any such work unless and until the City, through the Port Director, has given its written approval of such work, and the Company has provided to the Port Director any payments, bonds and/or securities as required herein below.

Company shall be solely responsible for payment of all hard and soft costs of such work, and, prior to commencement of any work on the Leased Premises Company shall provide City with reasonably satisfactory evidence of Company's ability to pay the costs of such work as and when due.

Further, prior to the commencement of any such work, the Company shall procure and provide to the Port Director any and all additional approvals of such work and/or the plans and specifications for such work required by any federal, state, water management district, county, or municipal government, or authority, agency, officer, department, or subdivision thereof, having jurisdiction with respect to such work, and shall obtain and provide to the Port Director any and all requisite development, building and construction licenses, orders, permits, and approvals. The Company shall be solely responsible for obtaining and paying the costs of obtaining all required licenses, orders, permits, and approvals for such work.

All such work shall substantially conform to the plans and specifications, construction timetable and other documentations submitted to the City by the Company; all conditions and requirements

imposed by the City as a condition of its approval, including but not limited to applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including but not limited to the Rules and Regulations and the federal Americans with Disabilities Act and regulations thereunder. In no event shall the approval of the City required by this Article be deemed to be any acknowledgement by the City that such work or any plans, specifications, or other information or documentation submitted to the City complies or will comply with applicable laws, codes, ordinances, rules, and regulations, including but not limited to those of the City of Pensacola, and shall not relieve Company from obtaining all required governmental authorizations, permits and approvals, including but not limited to authorizations, permits and approvals required by the ordinances, codes, rules and regulations of the City of Pensacola, all of which shall be obtained prior to the commencement of such work. Further, the City, by giving its approval of such work, assumes no liability or responsibility therefor or for any defects in such plans and specifications or for any defects in any of such work.

Upon the commencement of any work permitted under this Article, Company shall thereafter diligently and continuously prosecute such work to completion within a reasonable time. Company shall cause all work on the Leased Premises to be performed and constructed by appropriately licensed contractors, with high quality, new materials, in a good and workmanlike manner, and pursuant to valid building permits. All improvements (expressly excluding, however, movable office furniture and trade fixtures, and trade equipment) installed or constructed on the Leased Premises by the Company shall be deemed to be the sole property of the Company during the Lease Term. Unless otherwise agreed by the Parties, all improvements shall remain upon and be surrendered with the Leased Premises upon the expiration or termination of the Lease Term. Company shall indemnify, defend and hold the City free and harmless from and against any and all liabilities, claims, demands, lawsuits, administrative proceedings, loss, and damages or any kind, including but not limited to attorneys' fees and costs, arising out of any work done or material supplied to the Leased Premises by or at the request of Company.

Prior to commencement of any work on the Leased Premises for a total cost (both hard and soft costs, as estimated by the City) in excess of Seventy-Five Thousand Dollars (\$75,000.00), Company shall provide to the City payment bonds obtained by each general or sub-contractor of Company ensuring performance of that general contractor's obligations under the construction contract between that general contractor and the Company and payment of that contractor's subcontractors and suppliers with respect to the construction, alteration, removal or demolition of any improvements. Each of the bonds must (i) be issued by a Qualified Surety (hereinafter defined), (ii) be in form and substance satisfactory to the City, (iii) run in favor of the City, (iv) be in the amount of the total cost of constructing, altering, removing or demolishing, as the case may be, the improvements as approved by the City, as such cost is stipulated in the construction contract between the Company and its general contractor, and (v) conform to the provisions of Section 255.05, Florida Statutes, whether or not such statute applies to such work, and any other statutory requirements. A "Qualified Surety" is a corporate surety or insurer authorized to do business, and to issue bonds for construction payment and performance, in the State of Florida and possessing a rating of A/VIII or better in A.M. Best's Insurance Reports.

Upon completion of all renovations, construction, alterations, or improvements on the Leased Premises, the Company shall provide to the Port Director an accurate and complete conformed set of "as built" plans and specifications, certified by the appropriate contractor(s) and design professional(s), and a copy of the government-issued Certificate of Occupancy, if required for such work.

#### **Section 10.02 CONSTRUCTION REQUIREMENTS**

Immediately upon receipt of all approvals by the City required by this Lease and all permits and approvals required by all federal, state, and local governmental units and agencies having jurisdiction, the Company shall proceed with construction of said improvements. Work shall not be performed on days or at times other than those approved in writing by the Port Director.

The Company shall construct all improvements and additions to the Leased Premises at its own expense. Although the City has the right to review proposed improvement plans, and not approve the plans if the plans are inconsistent with the Company's use of the Leased Premises, and construction quality and design control within the norms of the proposed construction or improvements, pursuant to the standards set forth above, if the City does approve the improvement plans, and the Company thereafter constructs the improvements, the improvements shall be commissioned and constructed at the Company's sole initiative and behest, and nothing herein shall be construed as an authorization by City to the Company to construct the improvements, or as an agreement by City to be responsible for paying for the improvements, and neither the Leased Premises, including those structural improvements constructed in compliance with Section 4.01 herein, nor the City's interest in said Leased Premises, shall be subjected to any construction lien for any improvements constructed by the Company hereunder.

Should the Company construct improvements, alterations, or additions without fulfilling its obligations hereunder, the Company shall remove said improvements, alterations, or additions if so directed by the City, and shall do so at its own expense and within the time limits specified.

The City shall, at any period during construction of the Company's improvements, alterations, or additions, have the right, but not the obligation, to inspect any or all construction work, workmanship, material and installation involved in, or incidental to, the construction or installation of the improvements, alterations, or additions, for conformance with the applicable standards set forth in this Lease and within normally acceptable industry practices, provided that such inspection shall not include internal work that is exclusively of an operations (non-structural) nature, and provided further that no such inspections shall be deemed to constitute consent to or approval of any such work.

Immediately upon completion of any improvements, alterations, or additions, the Company shall submit to the City a detailed, certified statement from the construction contractor(s), architect(s), and engineer(s) specifying the total construction costs, both hard costs such as building contractor and material costs and soft costs such as architect fees, financing costs, bond costs, letter of credit fees, attorney fees to review and negotiate construction contracts and resolution of construction issues and for loan closing, and design and closing costs, but excluding debt service.

END OF ARTICLE

## ARTICLE 11. LIENS PROHIBITED

Notwithstanding any other provision of this Lease, the City's fee simple estate and interest in the Leased Premises shall not be subject to any lien, statutory or otherwise, by reason of any improvements constructed or altered upon, removed from, or demolished on the Leased Premises or work, labor, services or materials performed upon or supplied to the Leased Premises, by or upon the order or request of the Company or its agents, employees or contractors, or any permitted sublessee of the Company, or anyone acting by, through or under the Company. All persons performing labor or service or furnishing materials to the Leased Premises on the order of the Company must look solely to the Company for payment. If the City notifies Company in writing that such a lien has been filed against the Leased Premises by Company or by any contractor or other entity performing work or providing services at the Leased Premises related to Company, then Company shall have the lien removed or bonded off and released of record at Company's sole cost and expense within thirty (30) days of Company's receipt of such written notice. The Company shall defend, indemnify and hold the City harmless from and against any such lien or claim or action thereon, together with costs of suit and reasonable attorneys' fees and costs incurred by the City in connection with any such lien, claim or action. In addition to complying with all requirements of Article 10 above, before commencing any work of any kind on or to the Leased Premises with a cost of \$75,000.00 or more, the Company shall give the City at least ten (10) business days' written notice of the proposed work and proposed commencement date in order to afford the City an opportunity to post appropriate notices of non-responsibility.

END OF ARTICLE

## ARTICLE 12. MAINTENANCE AND REPAIR

### Section 12.01 NET LEASE

This Lease constitutes a net lease of the Leased Premises and, notwithstanding any language herein to the contrary, it is intended and the Company expressly covenants and agrees that all Base Rent, Additional Rent, and other payments herein required to be paid by the Company to the City shall be absolutely net payments to the City, meaning that, during the Lease Term, the City is not and shall not be required to expend any money or do any acts or take any steps affecting or with respect to the use, occupancy, operation, maintenance, preservation, repair, restoration, protection, or insuring of the Leased Premises, or any part thereof, notwithstanding any contrary provision in this Lease.

### Section 12.02 COMPANY RESPONSIBILITIES

Notwithstanding the provisions of any previous lease of any of the Leased Premises or any previous course of dealing, course of performance, or understanding between the City and the Company, the Company shall, throughout the Lease Term of this Lease, be solely and entirely responsible for all costs and expenses for, related to or arising out of the use, operation, repair, maintenance and replacement of the Leased Premises, including but not limited to, the Facilities, all buildings, improvements, pavement, fencing, landscaping, irrigation, foundations, utility lines, doors, locks, windows, ceilings, partitions, walls, interior and exterior lighting, roofs, drainage installations, curbs, islands, sidewalks, driveways, parking areas, and improvements thereon and all components thereof, whether such repair, maintenance or replacement be ordinary, extraordinary, structural, or otherwise. Additionally, without limiting the foregoing, the Company shall:

- (a) At all times perform commercially reasonably routine maintenance and preventive maintenance of the Leased Premises, the Facilities, and all buildings, improvements, and pavement on the Leased Premises and all components thereof and maintain all of the foregoing in a good and clean condition, repair and preservation;
- (b) Replace or substitute any fixtures, equipment and components that have become inadequate, obsolete, worn out, unsuitable, or undesirable with replacement or substitute new fixtures, equipment and components of equal or greater value, free of all liens and encumbrances, that shall automatically become a part of the buildings and improvements;
- (c) At all times keep the grounds, pavement and exterior of the Leased Premises, its buildings and improvements, fixtures, landscaping, equipment, and personal property in a maintained, clean, and orderly condition and appearance;
- (d) Provide, and maintain in good working order, all obstruction lights and similar devices, fire protection and safety equipment, and all other equipment of every kind and nature required by applicable laws, rules, orders, ordinances, resolutions, or regulations of any competent authority, including the City and the Port Director, provided that such rules, regulations, and ordinances shall be applicable in a non-discriminatory manner to all similarly situated parties;

(e) Observe all insurance regulations and requirements concerning the use and condition of the Leased Premises for the purpose of reducing fire hazards and increasing the safety of the Company's operations on the Port;

(f) Repair any damage to paving or other surfaces of the Leased Premises or the Port caused by the Company, its employees, agents, sublessees, licensees, contractors, suppliers, guests or invitees as the result of any oil, gasoline, grease, lubricants, flammable liquids, or substances having a corrosive or detrimental effect thereon or as the result of any cause whatsoever; but in no event shall this relieve the City of its' obligations to maintain the land not a portion of the leased premises in good working order for the operations of the Company's business as defined in Section 2.01;

(g) Comply with the Port's Storm Water Pollution Prevention Plan and plan and take measures to prevent erosion;

(h) Be responsible for the maintenance and repair of all utility services lines upon and serving the Leased Premises, including, but not limited to, water and gas lines, electrical power and telephone conduits and lines, sanitary sewers, and storm sewers;

(i) Keep and maintain all vehicles and equipment operated on the Port by the Company in safe condition, good repair, and insured, as required by this Lease;

(j) Replace broken or cracked plate glass, paint/repaint structures upon the Leased Premises, regularly mow all grass within the Leased Premises, and weed and maintain any landscaping retain or installed by the Company on the Leased Premises; and

(k) Provide and use suitable covered metal receptacles for all garbage, trash, and other refuse; assure that boxes, cartons, barrels, or similar items are not piled in an unsightly, unsafe manner on or about the Leased Premises; provide a complete and proper arrangement, satisfactory to the Port Director, for the adequate sanitary handling and disposal away from the Port, of all trash, garbage, and refuse resulting from operation of the Company's business.

### Section 12.03 **SAFE, CLEAN AND ORDERLY OPERATION**

During the Lease Term, the Company agrees to maintain all portions of the Leased Premises, and any improvements, alterations, or additions thereon, in a safe, clean, and neat condition, and not permit any accumulation of wreckage, debris, or trash. The Company agrees to provide for complete, proper and adequate sanitary handling and disposal, away from the Port, of all trash, garbage, waste and other refuse caused as a result of the Company's operations; to provide and use suitable covered metal receptacles, to be approved by the Port Director, for all trash, garbage and other refuse on or about the Leased Premises, and not to pile boxes, cartons, carts, drums, or the like on the outside of the buildings, or dump any waste matter of any nature, in a liquid state or otherwise, on the Leased Premises nor to permit contamination of the Port's stormwater or sanitary sewer systems.

The Company agrees to promptly install, without cost or expense to the City, any other device or devices for the handling and disposition of refuse and all manner of waste (liquid or otherwise) as may reasonably be required by the City or the Port Director.

Should the Company fail to comply with the terms and conditions of this Article within a period of thirty (30) days following written notice of such failure, or for those items that cannot be reasonably cured within 30 days, or the Company fails to diligently pursue remediation of the failure, the city reserves the right to take any action to cure said failure. Should the City take action to cure failures, the Company shall pay to the City an amount equal to the City's cost for such actions. Said payment is Additional Rent and is to be made by the 10th day of the following month in addition to any other payments.

#### Section 12.04 **OTHER SERVICES**

At its own expense the Company shall provide interior and exterior painting, janitorial, trash removal and all other services necessary or desirable for the operation of the Company's business on the Leased Premises permitted under Article 4 above. The Port provides 24/7/365 controlled gate access to the Port facility as well as a roving patrol during normal operating hours. Should the Company require specialized security services at its Leased Premises, the Company must contract for same separately and may engage any properly licensed security services provider for the provision of same.

#### Section 12.05 **QUARTERLY CONDITION SURVEYS**

The Port's Maintenance Superintendent or other Port representative as designated by the Port Director, together with a representative of the Company may, at the City's option, inspect the Leased Premises quarterly to observe and note its condition, cleanliness, and existing damage and to determine required repairs and maintenance, provided that such inspections do not materially interfere with the Company's use of the Leased Premises. Neither the City's inspection of the Leased Premises nor the City's failure to inspect the Leased Premises shall relieve the Company of any of its obligations under this Lease or applicable law.

#### Section 12.06 **PERFORMANCE**

In the event that the Company refuses or fails to undertake and complete any maintenance, repair or replacements within thirty (30) days after written notice from the Port Director or, in the event of exigent circumstances, such lesser time as the Port Director specifies in such written notice, then and in any such event the City shall have the right, but not the obligation, to perform such maintenance, repair or replacement on behalf of and for the Company. The costs of such maintenance, repair or replacement, plus ten percent (10.0%) for administration, shall be reimbursed by the Company to the City no later than 30 days following receipt by the Company of written demand from the City for same.

#### Section 12.07 **UTILITIES**

The Company shall, at no cost to the City or Port, arrange for all utilities necessary to serve the Leased Premises and promptly pay when due all the utilities costs incurred with respect to the Leased Premises. The Company shall pay or cause to be paid any and all charges for water, heat, gas, electricity, sewer, telephone, internet, cable, and any and all other utilities used on the Leased Premises throughout the Lease Term, including, but not limited to, any connection fees

and any and all additional third party costs related to utility connection, metering, maintenance, repair, and usage.

The Company shall be responsible for the maintenance and repair of all exterior telephone, internet, cable, water, gas, sewer, and electrical utility lines required for the Leased Premises commencing at the point(s) where said utilities enter upon the Leased Premises. The City shall have no obligations related to said maintenance and repair. The Company shall coordinate any required maintenance and repair with the appropriate utility company and the office of the Port Director.

The City reserves to itself the right, at its expense, to install, maintain, repair, replace, or remove and replace water and sewer pipes, electrical lines, cable lines, internet lines, gas pipes, and any other utilities or services located on the Leased Premises as necessary or appropriate, in the City's judgment, to make such utilities available to the City or other tenants, together with the right to enter the Leased Premises at all reasonable times in order to accomplish the foregoing, provided, however, that (i) the City shall not disrupt the operations of the Company without prior written approval of the Company and shall take reasonable precautions to avoid the disruption of the Company's authorized activities; (ii) the alteration and additions after installation do not lessen the utilities previously available to the Company; (iii) the City and/or the ultimate user of such utilities will be responsible to repair and maintain such utilities; and (iv) such utilities will be separately metered for different users.

Throughout the Lease Term, the Company shall not render any utility lines inaccessible.

#### **Section 12.08 UTILITIES SUPPLY OR CHARACTER**

The City shall not be liable in any way to the Company for any failure or defect in the supply or character of electrical energy, internet service, cable service, gas, water, sewer, or other utility service furnished to the Leased Premises by reason of any requirement, act, or omission of the City in its capacity as a utility provider or of any public utility providing such service or for any other reason other than due to the City's gross negligence or willful misconduct with respect to the Leased Premises. The City shall have the right to shut down electrical and other utility services to the Leased Premises when necessitated by fire, safety or emergency exigencies, and in advancement of and consistent with the provisions of Section 12.07 herein above whether the need for such utility work arises with respect to the Leased Premises or any other facility at the Port. Whenever reasonable under the circumstances, the City shall give the Company not less than five (5) days' prior notice of any such utility shutdown. In no event shall the planned loss of utility services occur during normal manufacturing hours without the express knowledge and written consent of the Company. The City shall not be liable to the Company for any losses, including the loss of income or business interruption, resulting from any interruptions or failure in the supply of any utility to the Leased Premises whether said utility supply is controlled by the City or by a public utility provider.

END OF ARTICLE

## ARTICLE 13. TITLE TO IMPROVEMENTS AND PERSONAL PROPERTY

### Section 13.01 TITLE TO IMPROVEMENTS

Title to all permanent buildings, structures, pavement, and other improvements presently existing upon the Leased Premises or any part thereof is vested in the City. Improvements made upon the Leased Premises by the Company, except those structural improvements constructed in compliance with Section 4.01 herein, shall for financial purposes, be owned and claimed by the Company during the Lease Term.

Title to all permanent buildings, structures, pavement, and other improvements not considered to be trade fixtures or personal property of the Company constructed or installed on the Leased Premises by the Company during the Lease Term, shall become vested in the City immediately and automatically upon completion thereof, without notice to the Company or any action by the City.

### Section 13.02 TITLE TO PERSONAL PROPERTY

Except as otherwise provided in this Section 13.02, all trade fixtures and equipment and other business personal property installed or placed by the Company at its sole expense, in the Leased Premises that can be removed without structural damage to the Leased Premises or any other City-owned property shall remain the property of the Company, subject, however, to the provisions of this Section 13.02, unless otherwise provided in subsequent agreements between the Company and the City. The Company shall have the right at any time during the Lease Term and prior to its expiration or earlier termination of this Lease to remove any and all of said property from the Leased Premises including, without limitation, the existing trailer, tool shed and conveyors. The Company shall promptly repair or pay for all damages, if any, resulting from such removal, Ordinary Wear and Tear excepted. All City property damaged by or as a result of removal of the Company's property by the Company shall promptly be restored at the Company's expense to substantially the same condition as it was prior to such damage, Ordinary Wear and Tear excepted.

Notwithstanding the foregoing but expressly subject to Section 3.04, above, any and all property not removed by the Company prior to the expiration of the Lease Term or the earlier termination of this Lease shall become a part of the land upon which it is located and title thereto shall automatically vest in the City with prior written notice to the Company within ten (10) days of suggested transfer of ownership. The City reserves the right to remove and dispose of any or all of such property not removed by the Company prior to the expiration of the Lease Term or earlier termination of this Lease, without any liability or obligation to the Company.

The provisions of this Section shall survive the expiration of the Lease Term or earlier termination of this Lease, as the case may be, and shall be fully enforceable by the City against the Company notwithstanding the termination of this Lease.

END OF ARTICLE

## ARTICLE 14. ENVIRONMENTAL COMPLIANCE

### Section 14.01 ENVIRONMENTAL LAWS

The Company shall, at all times, abide by all Environmental Laws applicable to, concerning, or arising from the Company's actions or inactions resulting directly or indirectly from its occupancy, use, or lease of the Leased Premises, including, without limitation, state and federal laws regulating storm water runoff contamination and pollution prevention, numeric nutrient criteria requirements, state and federal laws regulating soil, water, and groundwater quality, and state and federal laws regulating air quality. Prior to the beginning of any Lease Term, the Company shall identify in writing to the Port Director and its Fire Department all Hazardous Substances that are or may be used in the course of its occupation of the Leased Premises. The City acknowledges and agrees that the Company currently utilizes a 550-gallon skid mounted diesel tank on the Leased Premises and such tank is hereby deemed reported to the Port Director and its Fire Department pursuant to the previous sentence. This list shall be updated by Company in March of each year and include quantities of materials stored on the Leased Premises. Subject to any notice provisions contained in this Lease, the City shall have the right to inspect the Leased Premises at any reasonable time to ensure compliance with Environmental Laws and the provisions of this Article.

The City, acting through its Port Director, has the right to limit the amount of Hazardous Substances used and stored on the Leased Premises that are not reasonably used in the course of manufacturing for the authorized purposes herein.

The Company shall comply with the Port's Storm Water Pollution Prevention Plan and all amendments thereto irrespective of whether it has its own Storm Water Pollution Prevention Plan.

The Company shall not, directly or indirectly, allow the disposal or discharge of Hazardous Substances on the Leased Premises or other Port property, but in no way does this prohibit material to be properly stored in the Leased premises consistent with the proposed use of the premises and consistent with all applicable laws governing storage of same.

The Company shall be solely responsible for the payment of any and all fines, fees, penalties, assessments or citations issued as a result of the Company's failure to comply with applicable environmental laws whether such fine, fee, penalty, assessment or citation be issued to the Company directly or the City or Port as the property owner.

### Section 14.02 ENVIRONMENTAL CONDITIONS

The City represents and warrants to its actual knowledge without independent investigation that:

- (i) it has not received any notice of violation of any environmental laws with respect to the Leased Premises or any property adjacent to the Leased Premises.
- (ii) it has not been a party to any actions, suits, proceedings or damage settlements related in any way to contamination in, upon, over or from the Leased Premises; and
- (iii) the Leased Premises is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites, CERCLIS, or any other list of hazardous sites maintained by any federal, state or local government agency.

**Section 14.03 REMEDIATION OF ENVIRONMENTAL CONDITIONS**

If, following the vacating, abandonment or surrender of the Leased Premises or any portion thereof by the Company, an assignee or a sublessee, the City has reason to believe any contamination of the Leased Premises occurred during the Lease Term, the City may at its own cost and expense undertake any environmental site assessment(s) need to verify the existence and extent of any such contamination. Should any contamination attributable to the activities of the Company, an assignee or a sublessee be confirmed, the responsible party shall be required to perform any and all assessments, remediation, and/or monitoring activities required by law at its sole cost and expense.

**Section 14.04 ENVIRONMENTAL REPORTS**

The Company promptly shall provide to the Port Director, on an ongoing basis and as updates are required, copies of all Company environmental permits and reports related to the Leased Premises, as well as any notices, orders, decrees, citations, or inspection reports issued by environmental regulatory authorities.

**Section 14.05 SURVIVAL OF OBLIGATIONS**

The obligations of this Article shall survive the expiration, termination, and full or partial assignment of this Lease, as well as the sublease of all or any portion of the Leased Premises.

**Section 14.06 NPDES AND SWPPP**

The Company shall comply with the requirements of the National Pollutant Discharge Elimination System (NPDES) program delegated by the United States Environmental Protection Agency (EPA) to the state of Florida and administered in part by the Florida Department of Environmental Protection (FDEP). The City and the Company are required to be covered by a Multi-Sector Generic Permit (MSGP) which is currently identified as “co-located permittees,” and the Company shall submit the required Notice of Intent (NOI) to FDEP and provide a copy of the NOI and related Storm Water Pollution Prevention Plans (SWPPP) to the City. The Port Administrative Office maintains copies of the most current SWPPP for tenants. All tenants and users (including the Company) are responsible for obtaining and maintaining a current copy of the SWPPP, as well as informing and familiarizing their employees, agents, contractors, and visitors of the SWPPP contents and their responsibilities thereunder. The City has control over the establishment and implementation of all policies relating to storm water associated with port docks and tenant areas, including the Leased Premises. All tenants and users (including the Company) shall comply with the most current SWPPP and with the most current Best Management Practices (BMPs) applicable to their facilities and operations contained in the document entitled “Port Pensacola BMPs for Potential Pollutant Sources,” copies of which are available from the Port Director.

END OF ARTICLE

## ARTICLE 15. EVENTS OF DEFAULT; REMEDIES; TERMINATION

### Section 15.01 COMPANY EVENTS OF DEFAULT

The occurrence of any one or more of the following events (each such event being referred to in this Lease as an “Event of Default”) shall constitute a material default and breach of this Lease by the Company:

- (a) The Company fails to make any monetary payment required to be made by the Company hereunder, as and when due, and such failure shall continue for a period of five (5) business days after written notice thereof by the City to the Company; or
- (b) The Company materially fails to observe, keep, or perform any of the material terms, covenants, agreements, and conditions of any of Articles 4, 6, 7, 10, or 19, and such failure shall continue for a period of fifteen (15) business days after written notice thereof by the City to the Company; or
- (c) The Company materially fails to observe or perform any material covenant, condition or provision of this Lease to be observed or performed by the Company, other than as described in subparagraph (a) or (b) above or subparagraphs (d), (e), (f), (g), or (h) below, and such failure shall continue for a period of thirty (30) days after written notice thereof by the City to the Company; provided, however, that if the nature of such failure is such that more than thirty (30) days are reasonably required for its remedy or cure, then such 30-day period shall be extended for up to thirty (30) additional days provided that the Company begins such remedy or cure within such 30-day period and thereafter diligently and continuously prosecutes such remedy or cure to completion within such additional 30-day period; or
- (d) The Company files a voluntary petition in bankruptcy or any petition or answer seeking or acquiescing in any reorganization, rehabilitation, arrangement, composition, readjustment, liquidation, dissolution or other relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or an order for relief is entered in an involuntary bankruptcy case filed against the Company; or the Company seeks or consents to or acquiesces in the appointment of any trustee, custodian, receiver or liquidator of itself or of all or any part of its assets or any interest therein; or the Company shall make a general assignment for the benefit of its creditors; or the Company commits any act providing grounds for the entry of an order for relief under any chapter of the federal bankruptcy code; or
- (e) A petition or case is filed against the Company seeking any reorganization, rehabilitation, arrangement, composition, readjustment, liquidation, dissolution or other relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, custodian, receiver or liquidator of the Company or of all or any part of its assets or any interest therein, and such petition, case or appointment is not dismissed within sixty (60) days after such filing or appointment; or

(f) The Company abandons all or any material part of the Company's business on the Leased Premises permitted under Article 4 above or ceases to conduct all or any material part of the Company's business at the Leased Premises permitted under Article 4 above for forty-five (45) days during any period of ninety (90) consecutive days provided that any such abandonment or cessation of conduct of business caused by an event of force majeure pursuant to Section 23.07 shall not be deemed to be a breach by Company hereunder; or

(g) The Company knowingly employs or contracts with or for work or services performed on or from the Leased Premises, any unauthorized alien as described by Section 274(e) of the Federal Immigration and Nationalization Act. Failure to comply with this paragraph (g) shall not constitute a material breach by the Company, provided the Company has undertaken reasonable efforts to ensure compliance with the Act through its practices and policies.

**Section 15.02 REMEDIES.**

Upon the occurrence of any Event of Default, the City may at any time thereafter, with or without notice or demand (except as expressly specified in Section 17.01 above or elsewhere in this Lease), and without limiting the City in the exercise of any right or remedy that the City may have by reason of such Event of Default:

(a) Terminate the Company's right to possession of the Leased Premises by any lawful means, in which case this Lease shall terminate and the Company shall surrender possession of the Leased Premises to the City within the provisions of the lease termination. In such event the City shall be entitled to recover from the Company all damages incurred by the City by reason of the Company's default, including but not limited to the cost of recovering possession of the Leased Premises; cost of repairs for any and all damages to the Leased Premises, Ordinary Wear and Tear excepted; cost of any repairs or improvements required to bring the Leased Premises up to code and obtain an Certificate of Occupancy, if said Leased Premises is left in an untenable state by the Company; and the worth at the time of award by the court having jurisdiction thereof of (i) the amount of unpaid Rent and other unpaid amounts under this Lease which had been earned at the time of termination, and (ii) the unpaid Rent and other amounts under this Lease which would have been earned after termination until the time of award. The worth at the time of award of the sums referred to in clauses (i) and (ii) above shall be computed by allowing interest from the due date at the greater of five percent (5%) per annum or the legal rate applicable to money judgments entered by the courts of the State of Florida provided that such rate shall not exceed eight percent (8%).

(b) Without terminating this Lease, enter and repossess the Leased Premises, remove the Company's property and signs therefrom, and re-let the same for such rent and upon such terms as shall be satisfactory to the City without such re-entry and repossession working a forfeiture of the Rent and other amounts to be paid and prior to the lease termination, the covenants to be performed by the Company during the remaining Lease Term. For the purpose of such re-letting, the City shall be entitled to make any repairs, changes, alterations or additions in or to the Leased Premises that may be necessary or convenient, and the City shall be entitled to recover from the Company the cost of repairs for any and all damages to the Leased Premises, Ordinary Wear and Tear excepted; and, cost of any repairs or improvements required to bring the

Leased Premises up to code and obtain an Certificate of Occupancy, if said Leased Premises is left in an untenable state by the Company.

(c) Maintain the Company's right to possession, in which case this Lease shall continue in effect whether or not the Company shall have abandoned the Leased Premises. In such event the City shall be entitled to enforce all of the City's rights and remedies under this Lease, including the right to recover Rent and other amounts as they become due hereunder.

(d) Pursue any other remedy now or hereafter available to the City at law or in equity under the laws or judicial decisions of the State of Florida, including without limitation any right or remedy available to a creditor under the Uniform Commercial Code.

**Section 15.03 RIGHTS AND REMEDIES OF THE CITY CUMULATIVE**

All rights and remedies of the City herein created or otherwise existing or arising at law or in equity by reason of any Event of Default are cumulative, and the exercise of one or more rights or remedies shall not operate to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently. Further, failure by the City to take any authorized action upon the occurrence of an Event of Default shall not be construed to be or act as a waiver of said Event of Default or of any subsequent Event of Default. The City's acceptance of Base Rent, Additional Rent or other amounts or payments by the Company for any period or periods after the occurrence of an Event of Default shall not be deemed a waiver of such Event of Default or a waiver of or estoppel to enforce any right or remedy on the part of the City arising or existing by reason of such Event of Default.

END OF ARTICLE

## ARTICLE 16. HOLDING OVER

It is agreed and understood that any holding over by the Company, with the City's written consent, after the termination of this Lease, shall not serve to renew and extend same, but shall operate and be construed as a tenancy from month-to-month, subject to all terms and conditions of this Lease, including without limitation all Rent provisions.

Should the Company hold over without the City's written consent, the Company agrees to pay to the City, as monthly Rent during such period of holding over, for such Leased Premises for each month until the Company completely vacates the Leased Premises, one hundred fifty percent (150%) of the sum of Base Rent payable for the last month of the Lease Term, including without limitation applicable taxes, as well as all Additional Rent and other fees and charges required by this Lease or by City ordinance to be paid by the Company.

The Company shall be liable to the City for all loss or damage resulting from any holding over against the City's will after the termination of this Lease, whether such loss or damage may be contemplated at this time or not. It is expressly agreed that acceptance of the foregoing rental by the City, in the event that the Company fails or refuses to surrender possession, shall not serve to grant the Company any right to remain in possession beyond the period for which such amount has been paid nor shall it constitute a waiver by the City of its right to immediate possession thereafter.

END OF ARTICLE

## ARTICLE 17. ASSIGNMENT AND SUBLEASE

### Section 17.01 LEASE ASSIGNMENT

The Company shall not assign this Lease or the Company's interest in or to the Leased Premises, or any part thereof, without first having obtained the City's prior written consent which consent may be given or withheld in the City's sole and absolute discretion; provided, however, that this section is not intended to apply to or prevent the assignment of this Lease, in its entirety, to any corporation or other entity with which the Company may merge or to an Affiliate or Subsidiary. Should there be an internal assignment by the Company of the lease to an entity that has common ownership or is otherwise an Affiliate or Subsidiary or a transfer of the equity ownership of the Company to an Affiliate or Subsidiary, then no approval by the City is required, but the Company shall provide prompt written notice of any such assignment. Nothing in this provision shall impair the responsibilities of the Company to the City until the City provides any required approval of the assignment. Without limiting the foregoing, it is a precondition to City review and approval of a requested assignment of this Lease that there shall then exist no uncured Event of Default nor any event or state of facts which with notice or the lapse of time, or both, would constitute an Event of Default. Any transfer of more than fifty percent (50%) of the equity ownership of the Company other than to an Affiliate or Subsidiary, whether such transfer of equity ownership occurs pursuant to a single transaction or a series of related transactions, shall be deemed to be an assignment of this Lease for purposes of this Section 17.01.

In the event that the Company requests permission to assign this Lease in whole or in part, the request shall be submitted to the Port Director not less than thirty (30) days prior to the proposed effective date of the assignment requested, and shall be accompanied by a copy of the proposed assignment agreement(s) and of all agreement(s) collateral thereto, together with the following information and any other reasonable and pertinent information requested by the Port Director: the identity and contact information of the assignee, whether the requested assignment is a full or partial assignment of this Lease, the type of business to be conducted on the Leased Premises by the assignee, and reasonable financial history and financial information of the Assignee if the purpose of the Leased premises is to be different than the proposed usage in Section 2.01.

### Section 17.02 LEASED PREMISES SUBLEASE

The Company shall not sublet the Leased Premises or any part thereof other than to an Affiliate or Subsidiary, regardless of the time period, without having first obtained the City's prior written consent, which consent shall not be unreasonably withheld. Without limiting the generality of the foregoing, it is a precondition to City review and approval of a proposed sublease of the Leased Premises that there shall then exist no uncured Event of Default nor any event or state of facts that with notice or the lapse of time, or both, would constitute an Event of Default.

In the event that the Company requests permission to sublet the Leased Premises in whole or in part, except to an Affiliate or Subsidiary, the request shall be submitted to the Port Director not less than sixty (60) days prior to the proposed effective date of the sublease requested, and shall be accompanied by a copy of the proposed sublease agreement(s) and of all agreement(s) collateral thereto, together with the following information and any other information requested by the Port Director: the identity and contact information of the sublessee, a description of the part of the Leased Premises to be subleased, a statement of the entire consideration to be

received by the Company by reason of such sublease (including but not limited to sublease rent and other fees and charges payable by the sublessee), the type of business to be conducted on subleased premises by the sublessee, and reasonable financial history and financial information of the sublessee.

For purposes of this Section 17.02 and Section 17.03 below, “sublease” and related terms shall include, without limitation, any sublease, license, or agreement, regardless of how denominated, that permits a third party to occupy or use all or any part of the Leased Premises other than those persons who use the Leased Premises in the ordinary course of Company’s business for the use permitted under Article 4 above.

**Section 17.03 CONSUMMATION OF ASSIGNMENT OR SUBLEASE**

The City’s consent for the assignment or sublease for which the City’s consent is required and for which such consent has been given shall be by written instrument, in a form reasonably satisfactory to the Port Director and the City Attorney, and shall be executed by the assignee or sublessee who shall agree, in writing, for the benefit of the City, to be bound by and to perform all the terms, covenants, and conditions of this Lease. Four (4) executed copies of such written instrument shall be delivered to the City. Failure either to obtain the City’s prior written consent or to comply with the provisions of this Lease shall serve to prevent any such transfer, assignment, or sublease from becoming effective and shall constitute an Event of Default by the Company.

The Company agrees and acknowledges that it shall remain fully and primarily liable for all obligations of lessee under this Lease, notwithstanding any full or partial assignment of this Lease or any sublease of all or any portion of the Leased Premises.

Notwithstanding Section 23.20, the City shall reasonably cooperate with the Company, to the greatest extent permitted by applicable law, in protecting any confidential information required to be provided to the City in connection with any of the foregoing consents.

END OF ARTICLE

## ARTICLE 18. DAMAGE OR DESTRUCTION OF LEASED PREMISES; TAKING BY EMINENT DOMAIN

### Section 18.01 LEASED PREMISES -- DAMAGE OR DESTRUCTION

If at any time during the Lease Term, the Leased Premises shall be so destroyed or so injured by fire or other casualty as to be unfit for full occupancy and use by the Company, and such destruction or injury could reasonably be repaired within one hundred eighty (180) days from the date of such destruction or injury, then the Company shall not be entitled to surrender possession of the Leased Premises; provided, however, that the Company's obligation to pay Rent shall be equitably reduced to the extent of the diminution in use to the Company resulting from such destruction or injury until full use and occupancy is restored to the Company. The Company shall repair the damage with all reasonable speed at least to the extent of the value and as nearly as possible to the character and quality of the building and improvements existing immediately prior to such occurrence, Ordinary Wear and Tear excepted.

If the Leased Premises shall be so destroyed or injured by fire or other casualty that such destruction or injury could not reasonably be repaired within one hundred eighty (180) days from the date of such destruction or injury, the Company shall have the option, upon written notice given to the City within thirty (30) days from the date of such destruction or injury, to terminate this Lease, and upon giving of such notice this Lease shall be terminated as of the date of such destruction or injury. In the event the Company elects not to terminate this Lease in accordance with the foregoing options, the Company's obligation to pay Rent shall be equitably reduced to the extent of the diminution in use to the Company resulting from such destruction or injury until full use and occupancy is restored to the Company and the Company shall repair the damage and restore or rebuild the building and improvements as promptly as reasonably possible after the one hundred eighty (180) day period.

Notwithstanding the foregoing provisions of this Article, in the event of damage or destruction, as aforesaid, such that fifty percent (50%) or more of the total floor area of the Facilities is rendered unfit for occupancy and use by the Company during the last three (3) years of the Lease Term, then either Party shall have the option, upon written notice given to the other Party within thirty (30) days from the date of such destruction or injury, to terminate this Lease, and upon the giving of such notice this Lease shall be terminated as of the date of such destruction or injury.

### Section 18.02 TAKING BY EMINENT DOMAIN

In the event that the Leased Premises or any portion thereof shall be taken for public or quasi-public use or condemned under eminent domain, the Company shall be entitled to claim or have paid to the Company compensation, loss of business facilities or damages but nothing herein contained shall be construed to prevent the Company from asserting against the condemn or any separate claim for damages to the Company occurring by reason of said condemnation, including without limitation loss or damage to leasehold improvements, personal property, business, fixtures, goodwill, cost of removing fixtures or equipment or loss of future profits.

In the event of any such taking or condemnation referred to in the preceding paragraph, then if and when there is an actual taking, in whole or in part, of physical possession of the Leased Premises which shall render the Leased Premises unfit for the use and occupancy by the

Company substantially as used and occupied prior to such taking, the Company may terminate this Lease. The Leased Premises shall be deemed to be unfit for use by the Company if the area of the portion thereof remaining after such taking is less than sufficient to accommodate the operations carried on by the Company just prior to such taking. If the Company elects to terminate this Lease as provided above, it shall give written notice to the City within thirty (30) days after the later of (a) the entry of the final order of court authorizing the taking or appropriation or the date of settlement, as the case may be, or (b) the taking of physical possession by the condemner.

END OF ARTICLE

## ARTICLE 19. FEDERAL, STATE, AND LOCAL REGULATIONS

### Section 19.01 COMPLIANCE WITH RULES AND REGULATIONS

The Port Director is charged with administering the provisions of this Lease, and is authorized from time to time to promulgate and enforce such Rules and Regulations and policies as the Port Director deems necessary. All such Rules and Regulations and policies so promulgated shall not be inconsistent with any legally authorized rule or regulation of any federal or State of Florida agency, which is binding in law on the Company, as the same now are or may from time to time be amended or supplemented, nor inconsistent with the reasonable exercise by the Company of any right or privilege granted under this Lease shall be applicable in a non-discriminatory manner to all similarly situated parties.

The Company shall not, and the Company shall not suffer or knowingly permit any of its officers, representatives, agents, employees, guests, patrons, contractors, subcontractors, licensees, subtenants, invitees, or suppliers to, violate or to cause another person to violate any of the Rules and Regulations while engaged in activities related to this Lease.

### Section 19.02 COMPLIANCE WITH LAW

The Company shall not use the Port or any part thereof, or knowingly permit the same to be used by any of its employees, officers, agents, subtenants, contractors, invitees, or licensees for any illegal purposes.

At all times during the Lease Term, the Company shall, in connection with its activities and operations at the Port:

Comply with and conform to all applicable current and future statutes and ordinances, and regulations promulgated thereunder, of all federal and State of Florida agencies of competent jurisdiction that apply to or affect, either directly or indirectly, the Company or the Company's operations and activities under this Lease. Without limiting the generality of the foregoing, the Company shall comply with the United States of America, United States Department of Homeland Security, United States Citizenship and Immigration Services E-Verify in order to implement the legal requirements of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101), as may be amended from time to time, and federal regulations promulgated thereunder that may be applicable as a result of activities conducted by the Company.

Subject to the prior written approval of the Port Director, make, at its own expense, all improvements, repairs, and alterations to the Leased Premises and all buildings and improvements thereon and to its equipment and personal property that are required to comply with or conform to any of such statutes, ordinances, or regulations. Notwithstanding the foregoing, if the cost of such improvements, repairs or alterations exceeds fifty percent (50%) of the remaining Base Rent in the Lease Term, the Company shall have the right to terminate this Lease on thirty (30) days written notice to the City.

Regarding the City, be and remain an independent contractor with respect to all installations, construction, and services performed by or on behalf of the Company hereunder.

**Section 19.03 COMPLIANCE WITH ENVIRONMENTAL LAWS**

At all times during the Lease Term, the Company shall not cause, permit or allow any Hazardous Substances to be placed, stored, dumped, dispensed, released, discharged deposited, used, transported or located on any portion of the Premises; provided, however, that quantities of such Hazardous Substances may be used or stored by Company on the Leased Premises in the ordinary course of business on the condition that such quantities and the use thereof are:

- (a) Identified in the Hazardous Substances listing described in Section 17.01,
- (b) Permitted by or are exempt from applicable governmental regulations, and
- (c) Are transported, stored and utilized in accordance with applicable governmental regulations and the best practices of the Company's industry.

To the extent caused by or resulting from the acts of the Company, its agents, servants, employees, or contractors, Company agrees that it shall, to the extent necessary to bring the Leased Premises into compliance with any and all applicable Environmental Laws regarding Hazardous Substances and clean-up thereof, investigate and promptly (but in any event within the time period permitted by applicable Environmental Laws) clean up Hazardous Substances found in, on, under, around, or within any portion of the Leased Premises and, with respect to such matters as described herein for which Company is responsible, to remediate the Leased Premises, and to pay for all reasonable clean-up and remediation costs at no cost to the City. All clean-up and remediation shall be performed to meet pre-existing conditions, and in no instance shall clean-up or remediation or related agreements with state or federal regulators include restrictions placed on the use of the Leased Premises or any part thereof.

Company shall perform Environmental Reporting required under this Section as described in Section 14.04.

**Section 19.04 LICENSES AND PERMITS**

The Company shall obtain in a timely manner and thereafter maintain in full force and effect during the Lease Term all licenses, permits and other approvals required by the federal, state, county, and municipal authorities in order to engage in the Company's business on the Leased Premises as permitted under Article 4 above, and consistent with Section 2.01.

END OF ARTICLE

## ARTICLE 20. TAXES

### Section 20.01 PAYMENT OF TAXES

The Company shall pay all taxes that may be levied upon, assessed, or charged the Company or its property located on the Port by the United States, the State of Florida or any of its political subdivisions, or Escambia County or the City, and shall obtain and pay for all licenses and permits required by law.

### Section 20.02 REAL PROPERTY TAXES

The Company shall be responsible for all real property taxes applicable to the Leased Premises during the Lease Term. If any such taxes paid by the Company shall cover any period of time prior to or after the expiration of the Lease Term, the Company's share of such taxes shall be equitably prorated to cover only the period of time within the tax year during which this Lease shall be in effect, and the City shall reimburse the Company for any periods during with the Lease is not in effect. If the Company shall fail to pay any such taxes, the City shall have the right, but not the obligation, to pay the same, in which case the Company shall repay such amount to the City with the Company's next Base Rent installment, together with interest at the highest rate allowed by law.

### Section 20.03 DEFINITION

As used herein the term "real property tax" shall mean all ad valorem and non-ad valorem taxes and assessments (including interest and penalties thereon) which are imposed against any legal or equitable interest of the City or the Company in the Leased Premises or any portion thereof by the City, Escambia County or the State of Florida or by any school, agricultural, lighting, fire, mosquito control, water, drainage or other improvement, benefits or tax district thereof, and which are collected by the Escambia County, Florida, Tax Collector, together with any tax imposed in substitution, partially or totally, of any tax previously included within the definition of "real property tax" and any additional tax the nature of which was previously included within the definition of "real property tax".

### Section 20.04 CONTEST

The Company may contest the legal validity or amount of any taxes, assessment, or charges for which the Company is responsible under this Lease, and may institute such proceedings as the Company considers necessary. If the Company protests any such tax, assessment or charge, the Company may withhold or defer payment or pay under protest but shall indemnify and hold the City and the Leased Premises harmless from and against any claim or lien against the City or the Leased Premises arising out of the Company's failure to pay the contested taxes, assessments or charges.

### Section 20.05 PERSONAL PROPERTY TAXES

The Company shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of the Company contained in the Leased Premises. When possible, the Company shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the Land and Leased Premises. If any of the Company's said personal property shall be assessed with the

Land or Leased Premises, the Company shall pay the taxes attributable to the Company within ten (10) days prior to the delinquency date for payment of such taxes.

END OF ARTICLE

## ARTICLE 21. ENCUMBRANCE OF LEASEHOLD ESTATE AND NOTICE TO MORTGAGEES

Company shall not encumber by mortgage or other security instrument, by way of collateral assignment, or otherwise, Company's interest in this leasehold estate without the prior written consent of City.

Provided that City has given its prior written consent to such encumbrance and that Company's lender who has been granted a lien on or security interest in the Company's leasehold estate in the Leased Premises ("Lender") has provided City written notice thereof, including Lender's address for receipt of notices:

(a) Lender shall have the right:

1. To do any act or thing required of Company hereunder and all such acts or things done and performed shall be as effective to prevent a forfeiture of Company's rights hereunder as if done by the Company; and
2. To realize on the security afforded by the leasehold estate by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the security documents (hereinafter sometimes collectively referred to as "foreclosure sale") or to acquire by deed-in-lieu, and to transfer, convey, or assign the title of Company to the leasehold estate created hereby to any purchaser at any such foreclosure sale or transfer from Lender if Lender acquires by a deed-in-lieu and to acquire and succeed to the interest of Company hereunder by virtue of any such foreclosure sale or deed-in-lieu.

(b) In the event of a default by the Company under this Lease, the rights of City may not be exercised until written notice of such default is delivered to Lender, or to the person or firm designated by any such Lender, by written notice to City, to accept such notices, and any applicable cure period has expired. Lender shall have the same notice and cure rights as are provided to Company under this Lease, except that Lender shall have the right to cure a monetary default as described in Section 17.01(a) within ten (10) days from delivery of said notice.

(c) Lender shall not be liable to the City as an assignee of this Lease unless and until such time as such Lender shall acquire the rights of Company hereunder through foreclosure or other appropriate proceedings in the nature thereof, or by deed-in-lieu, or as a result of any other action or remedy provided for by such mortgage, or which may otherwise be provided by law.

(d) No modification or voluntary surrender by the Company of this Lease shall be made without the consent of Lender if Lender has requested such authority to consent by written notice delivered to City.

(e) The City agrees to provide an estoppel certificate upon written request of Lender acknowledging that (to the extent true and noting any exceptions) this Lease is in full force and effect; that there are no defaults that exist under the Lease; that the Rent is current; and such other matters as Lender may reasonably require.

(f) Notwithstanding the foregoing, the ultimate transferee of Company's leasehold estate under the Lease, in the event of foreclosure, deed-in-lieu or otherwise, is subject to the written approval of the City, such approval not to be unreasonably withheld, conditioned or delayed. As a minimum, such ultimate successor must be able to demonstrate sufficient financial ability to conduct the operations permitted under Article 4 above and have at least five (5) years' experience in the operation of a business of a similar size and offering similar services as that conducted by the Company under this Lease as permitted under Article 4 above.

END OF ARTICLE

## ARTICLE 22. PORT DEVELOPMENT RIGHTS

The City reserves the right to further develop or improve all areas within the Port as the City may determine in its sole discretion to be in the best interests of the Port, regardless of the desires or views of the Company, and without interference or hindrance from the Company.

Except as may be required by this Lease or any other agreement between the parties, the City reserves the right, but shall not be obligated to the Company, to keep and repair all areas of the Port. All obligations of the City hereunder are subject to annual appropriation. However, this provision shall not excuse the City's performance of any of its responsibilities or obligations hereunder.

Company acknowledges and agrees that the City may move or reconfigure the existing entrance to the Leased Premises in accordance with the Port Master Plan (an "Entrance Relocation") provided that such change (including, without limitation, related construction activity) does not unreasonably impair or interfere with Company's use or enjoyment of the Leased Premises including, without limitation, the operational efficiency thereof. In the event that an Entrance Relocation results in the Company relocating its equipment and personal property (e.g., scales, trailers, conveyors, etc.), the City shall promptly reimburse the Company for the reasonable and actual cost thereof. Any reduction in the size of the Leased Premises due to an Entrance Relocation shall result in a pro-rata reduction in Base Rent and the CAIM expressly provided that neither Base Rent nor CAIM shall be increased due to an Entrance Relocation for any reason. The City will provide Company with reasonable prior written notice of any such activity and cooperate with Company in ensuring that the contemplated change meets the foregoing requirements.

END OF ARTICLE

## ARTICLE 23. GENERAL PROVISIONS

### Section 23.01 ACKNOWLEDGMENT

The Parties hereto acknowledge that they have thoroughly read this Lease, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of their rights and obligations hereunder. The Parties further acknowledge that this Lease is the result of extensive negotiations between the Parties and shall not be interpreted against the City by reason of the preparation of this Lease by the City.

### Section 23.02 AUTHORITY OF THE PORT DIRECTOR

The Port Director or his designee may exercise all rights and obligations of the City under this Lease, unless otherwise specifically provided in this Lease or required by law.

### Section 23.03 CAPACITY TO EXECUTE

The individuals executing this Lease personally warrant that they have full authority to execute this Lease on behalf of the entity for whom they are acting hereunder.

### Section 23.04 DELIVERY OF NOTICES

Any notices permitted or required by this Lease shall be in writing and delivered personally or sent by registered or certified U. S. mail, postage prepaid, or by courier service, such as FedEx or UPS. Any such notice shall be deemed to have been delivered to and received by the addressee (i) upon personal delivery to the Company's address below between 9:00 a.m. and 5:00 p.m. on any business day (i.e., any day other than a Saturday, Sunday, or a federally-designated official holiday), (ii) the next business day after deposit with a courier service such as FedEx or UPS, or (iii) five (5) business days after deposit in the U. S. mail.

Notices to the City shall be addressed to:

City of Pensacola  
Port of Pensacola  
Attention: Port Director  
PO Box 889  
Pensacola, Florida 32591

Notices to the Company shall be addressed to:

Martin Marietta Materials, Inc.  
2235 Gateway Access Point, Suite 400  
Raleigh, North Carolina 27607  
Attn: Division President

With a copy to:

Martin Marietta Materials, Inc.  
4123 Parklake Avenue  
Raleigh, North Carolina 27612  
Attention: General Counsel

The parties may from time to time designate, in writing, changes to the addresses stated.

#### Section 23.05 **EMPLOYEES OF THE COMPANY**

The Company shall require all of its employees, subcontractors, and independent contractors hired by the Company and working in view of the public to wear clean and neat attire and to display appropriate identification. Company employees shall obtain identification badges from the City. The Company shall be responsible for paying the cost of DHS/TSA-required employee background checks and badging to include a Transportation Worker Identification Credential (TWIC).

#### Section 23.06 **ENTIRE AGREEMENT**

This Lease constitutes the entire agreement between the Parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by the City and the Company, and all prior and contemporaneous agreements and understandings, written as well as oral, are hereby superseded. The Company agrees that no representations or grants of rights or privileges shall be binding upon the City unless expressed in writing in this Lease. The parties acknowledge and agree that that certain Short Term Operating Agreement (the "STOA"), made and entered into as of May 22, 2015 under which the Company currently occupies the Leased Premises shall continue in full force and effect until the Effective Date, upon which Effective Date the STOA shall automatically terminate and be of no further force or effect.

#### Section 23.07 **FORCE MAJEURE**

Neither the City nor the Company shall be deemed to be in violation of this Lease if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, tides, riots, rebellion, sabotage, pandemic, disease, any responsive measure or state of emergency declared by a governmental entity in relation to pandemic or disease or any other circumstances for which it is not responsible or which is not in its control; provided, however, that these circumstances shall not excuse the Company from making, as and when due, any monetary payment required under this Lease or by the Rules and Regulations, including but not limited to Base Rent, Additional Rent, port rentals, fees, and charges, Taxes under Article 20, and insurance premiums. But the Company in a Force Majeure event shall be entitled to waiver of Base Rent, fees, and charges, listed above for up to one hundred eighty (180) days after the cessation of the Force Majeure event or until performance under this Lease can be reestablished, whichever occurs first, on election to do so with written notice to the City and/or Port Director.

**Section 23.08 RULES OF CONSTRUCTION**

Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Lease Agreement: words importing the singular number shall include the plural number and vice versa; captions and headings herein are for convenience but are to be read in unison with the language of the section to include its defined meaning or generally accepted meaning of the header and is otherwise also for reference and should constitute a material part of this Lease Agreement, but shall affect and read in toto to its meaning, construction or effect; words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neutral genders, and words of the neutral gender shall be deemed and construed to include correlative words of the masculine and feminine genders; all references in this Lease Agreement to particular “articles,” “sections,” or “paragraphs” are references to articles, sections or paragraphs within this Lease Agreement, unless specifically indicated otherwise; and, days are measured in calendar days unless expressly listed in business days.

Both City and Tenant acknowledge that they have each had meaningful input into the provisions and conditions of this Lease Agreement.

**Section 23.09 GENERAL INTERPRETATION**

Insofar as this Lease grants, permits, or contemplates the use of space or facilities or the doing of any other act or thing at the Port by the Company, such use or the doing of such act or thing by the Company is to be in connection with the purchase, preparation for resale, and resale of construction materials and aggregates. Each of the Parties has entered into this Lease solely for its own benefit; and (without limiting the right of either Party to maintain suits, actions, or other proceedings because of breaches of this Lease) this Lease does not grant to any third person (excepting a successor party to the City or the Company) a right to claim damages or bring any suit, action, or other proceeding against either the City or the Company because of any breach hereof.

**Section 23.10 GOVERNING LAW**

The laws of the State of Florida shall govern this Lease and all disputes arising hereunder, with venue in Escambia County, Florida.

**Section 23.11 INCORPORATION OF EXHIBITS**

All exhibits referred to in this Lease are intended to be and hereby are specifically incorporated and made a part of this Lease.

**Section 23.12 INCORPORATION OF REQUIRED PROVISIONS**

The Parties hereto incorporate herein by this reference all applicable provisions lawfully required to be contained herein by any governmental body or agency.

**Section 23.13 INVALID PROVISIONS**

In the event that any covenant, condition, or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition, or provision shall in no way affect any other covenant, condition, or provision herein contained, provided that the invalidity of any such covenant, condition, or provision does not materially prejudice either the City or the Company in its respective rights and obligations contained in the valid covenants, conditions, and provisions of this Lease.

**Section 23.14 NONLIABILITY OF INDIVIDUALS**

No director, officer, agent, elected official, or employee of either Party shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Lease or because of any breach hereof or because of its or their execution or attempted execution.

**Section 23.15 NONINTERFERENCE WITH PORT OPERATIONS**

The Company, by executing this Lease, expressly agrees for itself, its successors, and assigns that it will not make use of its Leased Premises in any manner that would reasonably be expected to interfere with other operations at the Port or otherwise constitute a hazard. In the event that the aforesaid covenant is breached, the City reserves the right to enter the Company's Leased Premises and cause the abatement of such interference or hazard at the expense of the Company, but the Company has a ten (10) day right to cure if the situation is a non-emergency.

**Section 23.16 NOTICE OR CONSENT**

Any notice or consent required herein to be obtained from or given by the City (or the Port Director) may be given by the Port Director unless otherwise provided. Unless otherwise expressly stated to the contrary, any consent or approval of either Party when required herein shall not be unreasonably withheld, delayed, or conditioned.

**Section 23.17 NONWAIVER**

The acceptance of rentals, fees, and charges by the City for any period or periods after a default of any of the terms, covenants, and conditions contained herein to be performed, kept, and observed by the Company shall not be deemed a waiver of the event of the default cured by payments made by the Company to the City, and any right on the part of the City to terminate this Lease after the default is cured and payment is received by the City is waived by the City's acceptance of the money that may be the basis of the event of the default.

**Section 23.18 OTHER LAND AND BUILDINGS EXCLUDED**

It is agreed and understood that this Lease and any exhibit hereto is not intended to provide for the lease of any building, land, space, or area or to set any rental rates for any building, land, space, or area other than that specifically described herein.

**Section 23.19 PATENTS AND TRADEMARKS**

The Company represents that it is the owner of, or fully authorized to use, any and all services, processes, machines, articles, marks, names, or slogans used by it in its operations under, or in connection with, this Lease. The Company shall indemnify, defend and hold harmless the City, its elected officials, employees, volunteers, representatives and agents from and against any loss, liability, damage, expense, suit, or claim for damages in connection with any actual or alleged

infringement of any patent, trademark, or copyright, or from any claim of unfair competition or other similar claim, arising out of the Company's operations under or in connection with this Lease.

#### Section 23.20 **PUBLIC RECORDS LAWS**

The Florida Public Records Law, as contained in Chapter 119, Florida Statutes (collectively, "Public Records Law"), is very broad. As a result, any written communication created or received by the City will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. The Company is a private, non-governmental entity and is not ordinarily subject to Public Records Law but shall comply with the Public Records Law in effect during the Lease Term but only to the extent of provisions that are mandatory and applicable to the Company. Notwithstanding the foregoing, the City will reasonably cooperate with the Company to the greatest extent permitted by Public Records Law to afford confidential treatment of any confidential business information of the Company.

#### Section 23.21 **REMEDIES TO BE NONEXCLUSIVE**

All remedies provided in this Lease shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the City at law or in equity (to the extent not inconsistent with the express provisions hereof) and the exercise of any remedy or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

#### Section 23.22 **SIGNS AND LOGOS**

The installation and operation of identifying signs, posters, and graphics on the Leased Premises are subject to the prior written approval of the Port Director. Such signs shall be substantially uniform in size, type, and location with those of other tenants, and consistent with the City's graphics standards and the Port Rules and Regulations, and in compliance with all applicable laws and ordinances. The signs shall be for the purpose of assigning Port users with wayfinding. Signs that constitute advertising are prohibited and will not be approved.

Sign(s) and location(s) may be changed and altered from time to time with the written approval of the Port Director, said approval not to be unreasonably denied or delayed. At the expiration of the Lease Term or earlier termination of this Lease the Company, upon written request from the City, shall remove, at the Company's expense, all lettering and signs so erected on the Leased Premises.

The Company Logo will be permitted to be affixed to the side of the Leased premises provided same is affixed in a manner that is in compliance with applicable City of Pensacola sign ordinances.

In addition, Company will be permitted to paint its Company Logo on the side of the Facilities.

#### Section 23.23 **SUCCESSORS AND ASSIGNS**

The provisions of this Lease shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto; provided, however, that this provision shall in no way whatsoever alter the restriction herein regarding assignment and sublease by the Company.

**Section 23.24 NO PARTNERSHIP**

Nothing in this agreement constitutes a partnership or joint venture between the Parties. It is the express intention of the Parties to deny any such relationship.

**Section 23.25 THIRD PARTIES**

Nothing in this Lease, express or implied, is intended to or shall confer upon any person, other than the Parties and their respective permitted successors and assigns, any right, benefit or remedy of any nature whatsoever under or by reason of this Lease.

**Section 23.26 TIME IS OF THE ESSENCE**

Time is of the essence of this Lease.

**Section 23.27 MEMORANDUM OF LEASE**

Concurrently with the execution of this Lease, the Parties shall execute a short-form memorandum of this Lease satisfactory to the City Attorney, in form suitable for recording, and in substance sufficient to provide constructive notice to third parties of the material terms and provisions of this Lease. The Company shall cause such memorandum to be recorded in the public records of Escambia County, Florida.

**Section 23.28 REPRESENTATIONS AND WARRANTIES OF CITY AND COMPANY**

City hereby represents and warrants to the Company that as of the Effective Date:

- a. The City is the fee simple owner and record title holder of the Leased Premises.
- b. The City has the full right and authority to make, execute and perform this Lease and grant the rights contained herein to the Company.

The Company hereby represents and warrants to the City that as of the Effective Date:

- a. The Company has the full right, power and authority to make, execute and perform this Lease.
- b. This Lease is binding upon and enforceable against the Company in accordance with its terms.

END OF ARTICLE

IN WITNESS WHEREOF, the undersigned have duly executed this Lease as of the dates set forth below.

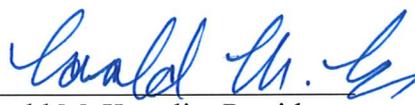
CITY:

COMPANY:

CITY OF PENSACOLA,  
a Florida municipal corporation

MARTIN MARIETTA MATERIALS,  
INC., a North Carolina corporation

By: \_\_\_\_\_  
Grover C. Robinson, IV, Mayor

By:   
Ronald M. Kopplin, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Signed by Company in the presence of:

\_\_\_\_\_  
Ericka Burnett, City Clerk

  
\_\_\_\_\_  
Print Name: \_Brian K. North

Signed by Mayor in the presence of:

  
\_\_\_\_\_  
Print Name: \_Mark Patterson

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Approved as to form

\_\_\_\_\_  
City Attorney Office

Approved as to content:

\_\_\_\_\_  
M. Clark Merritt Jr., Port Director

**EXHIBIT A - LEASED PREMISES AERIALY DEPICTED**



**PORT OF PENSACOLA / MARTIN MARIETTA PROPOSED LEASE AGREEMENT  
KEY DEAL POINTS**

- Primary Lease Term: 3 years with up to 2 mutual option 3-year renewals; written notice of non-renewal must be given 365 days prior to the then-applicable expiration date.
- Use: receiving, storage and shipping of bulk materials including, but not limited to, limestone aggregates, granite, gravel, rip rap rock, and other similar products
- Lease Premises: approximately 4.96 acres of unimproved open laydown area located in the southeastern quadrant of the Port
- Rent:
  - Years 1 – 3: \$104,160 per year (73.6% increase from current rate)
  - Rates to be adjusted at each renewal based on then-appraised property values up to 10%
- Wharfage and Cargo fees:
  - New wharfage rate \$0.71 per short ton (57.7% increase from current rate)
  - Stevedore Fees \$0.18 per short ton
  - Cargo Security per the Port Tariff (currently 10.11% of dockage and \$0.048 per short ton)
- Other charges
  - Common Area Maintenance Fee - \$7, 812 annually (7.5% of base rent)
- Environmental: Lessee must comply with all local, State, and federal laws, rules & regulations, including environmental/Stormwater runoff, and must obtain and maintain in force any and all required local, state or federal permits.
- Performance Guarantees:
  - Company is required to post a Letter of Credit, Bond, or other collateral equal to one year’s lease amount.
- Future Port Development Clause:
  - Article 22: “The City reserves the right to further develop or improve all areas within the Port as the City may determine in its sole discretion to be in the best interests of the Port, regardless of the desires or views of the Company, and without interference or hindrance from the Company.”



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 22-00188

City Council

5/12/2022

---

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

AWARD OF BID NO. 22-039 BLAKE DOYLE COMMUNITY SKATE PARK

**RECOMMENDATION:**

That City Council Award Bid No. 22-039 Blake Doyle Community Skate Park to Bear General Contractors, LLC, of Pensacola Florida, the lowest and most responsible bidder with a base bid of \$2,084,446 plus contingency in the amount of \$51,000 for a total amount of \$2,135,446 Further, that City Council authorize the Mayor to execute the contract and take all action necessary to complete the project.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The Blake Doyle Community Skate Park project is located on the block bounded by Jackson Street, Hayne Street, La Rua Street, and CSX Railroad right-of-way. Co-located on the block is the From the Ground-Up Community Garden and the I-110 bridge structure. The project is located in FDOT right-of-way which is leased to the City of Pensacola. This project will consists of construction of a skate park including associated earthwork, reinforced concrete work, metals, stormwater system installation including underground treatment, protection of the bridge structure, and coordination of utility protection/adjustments, furnishings, landscaping, and erosion control. The total project area is approximately 1.25 acres consisting of approximately 25,000 square feet of skate able surfacing and 5,700 square feet of surrounding sidewalk and gathering areas. The skate park includes a beginner area, multilevel skate plaza, and 2 skate bowls.

Project design was funded by an Escambia County RESTORE Direct Component Grant. The City of Pensacola and Escambia County entered into a Memorandum of Understanding (MOU) for the planning and design of the Hollice T. Williams Urban Greenway and Skate Park project. In accordance with the MOU, Escambia County, in coordination with the City and the Community Redevelopment Agency (CRA), procured architecture and engineering services to design the project. HDR and Kimley Horn were selected to perform the overall park design and skate park design, respectively.

Invitation to Bid #22-039 was advertised on February 11, 2022 for construction of the skate park. The construction of a skate park includes the associated earthwork, reinforced concrete work, metals,

stormwater system installation including underground treatment, protection of the bridge structure, and coordination of utility protection/adjustments, furnishings, landscaping, and erosion control. Bear General Contractors, LLC, of Pensacola Florida, the lowest and most responsible bidder with a base bid of \$2,084,446. To date the Council has appropriated \$1,705,000 for this project and an additional \$100,000 Upward Intuition donation has been secured to assist in covering project cost. Upon approval of this item by City Council, \$330,446 in unallocated funds and \$50,000 in funds allocated for the CMP Day Marina appropriated in the Urban Core Series 2019 Bond Fund will be transferred into a Blake Doyle Community Skate Park account. The unallocated funds were derived from interest earnings in the fund and therefore will not impact the budget of any existing projects. Part of the allocated CMPA Day Marina funds are available as the City received a \$3,038,895 Florida Fish and Wildlife Conservation Commission Grant to assist the City in funding the construction of the CMP Day Marina.

**PRIOR ACTION:**

September 10, 2018 - CRA approved \$300,000 to be utilized for the construction of a proposed multi-purpose skate park and amphitheater at the Hollice T. Williams Park.

August 5, 2019 - The CRA approved the Fiscal Year 2020 CRA Work Plan which included the Hollice T. Williams Greenway and Skate Park project.

September 19, 2018 - City Council approved Resolution No. 18-40 adopting a final budget for the City of Pensacola for the fiscal year beginning October 1, 2018 which included \$375,000 in Local Option Sales Tax (LOST) funding for the Skate Park.

October 11, 2018 - City Council adopted Supplemental Budget Resolution No. 18-46 amending the fiscal year 2019 budget transferring \$200,000 in Local Option Sales Tax (LOST) funding appropriated for City Hall Parking Lot Improvements for the Skate Park.

December 9, 2019 - The CRA approved Carry forward Resolution No. 2019-10 CRA which allocated \$300,000 towards the skate park component of the Hollice T. Williams Greenway.

December 12, 2019 - City Council approved Carry forward Resolution No. 2019-70 which allocated \$300,000 from the CRA Fund and \$575,000 from LOST IV towards the skate park component of the Hollice T. Williams Greenway.

August 10, 2020 - The CRA approved the Fiscal Year 2021 CRA Work Plan which included the Hollice T. Williams Greenway and Skate Park project.

August 9, 2021 - The CRA approved the Fiscal Year 2022 CRA Work Plan which included the Hollice T. Williams Greenway and Skate Park project.

August 12, 2021 - City Council adopted Supplemental Budget Resolution No. 2021-56 appropriating an additional \$700,000 in American Rescue Plan Act (ARPA) funding for the Skate Park.

November 18, 2021 - City Council adopted Supplemental Budget Resolution No. 2021-92 appropriating \$130,000 in the Special Grants Fund representing the contribution from Upward Intuition for the construction of the Skate Park.

January 20, 2022 - City Council adopted Supplemental Budget Resolution No. 2022-09 transferring Local Option Sales Tax (LOST) funding in the amount of \$250,000 from the Skate Park to the Cecil T. Hunter Swimming Pool project and then within the American Rescue Plan Act (ARPA) Fund, transferring \$250,000 identified for the Cecil T. Hunter Swimming Pool to the Skate Park, ensuring the same amount of overall funding for the Skate Park remains unchanged.

**FUNDING:**

Budget: \$ 325,000 Local Option Sales Tax Fund - LOST IV  
300,000 Community Redevelopment Agency Fund  
130,000 Special Grants Fund - Upward Intuition Donation  
100,000 Special Grants Fund - Upward Intuition Donation (Pending)  
950,000 ARPA Funds  
380,446 Urban Core Series 2019 Bond Fund  
\$2,185,446 Total Available Funds

Actual: \$2,084,446 Contract  
51,000 Contingency  
50,000 Testing/Misc.  
\$2,185,446 Total Project Cost

**FINANCIAL IMPACT:**

Funding in the amount of \$1,705,000 has been appropriated for this project. Of the total appropriations \$325,000 is available in the Local Option Sales Tax Fund - LOST IV, \$300,000 is available in the Community Redevelopment Agency Fund, \$950,000 is available in ARPA Fund and \$130,000 is available in the Special Grants Fund. An additional \$100,000 Upward Intuition donation has been secured to assist in covering project cost. Upon approval of this item by City Council, \$330,446 in unallocated funds and \$50,000 in funds allocated for the CMP Day Marina appropriated in the Urban Core Series 2019 Bond Fund will be transferred into a Blake Doyle Community Skate Park account, for a total transfer of \$380,446.

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

4/29/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
David Forte, Deputy City Administrator - Community Development  
Adrian Stills, Interim Parks and Recreation Director  
M. Brad Hinote, City Engineer

**ATTACHMENTS:**

- 1) Bid Tabulation, Bid No. 22-039
- 2) Final Vendor Reference List, Bid No. 22-039

3) Project Location Map

**PRESENTATION:** No

**TABULATION OF BIDS**

BID NO: 22-039

TITLE: BLAKE DOYLE COMMUNITY SKATE PARK

SUBMITTALS DUE: April 25, 2022, 2:30 P.M. DEPARTMENT: Parks & Recreation	BEAR GENERAL CONTRACTORS, LLC  Pensacola, FL	PARAMOUNT CONSTRUCTION GROUP FL DIVISION, LLC Panama City, FL
Base Bid	\$2,084,446.00	\$2,855,875.00

\*\*\*\*\*

\*\*\*\*\*

Submittal Due Date: 04/25/22

Bid No.: 22-039

**FINAL VENDOR REFERENCE LIST  
BLAKE DOYLE COMMUNITY SKATE PARK  
ENGINEERING & PUBLIC WORKS**

Vendor	Name	Address	City	St	Zip Code	SMWBE
004632	A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	
067544	AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
077498	ALL PHASE CONSTRUCTION OF NW FL LLC	5340 BRIGHT MEADOW RD	MILTON	FL	32570	Y
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	
056109	AMERICAN RAMP COMPANY	601 S MCKINLEY AVE	JOPLIN	MD	64801	
071765	ATLAS BUILDERS GROUP	4366 AVALON BLVD	MILTON	FL	32583	
083669	BASALT ENGINEERING LLC	188 BROOKE ROAD	WINCHESTER	VA	22603	
069786	BEAR GENERAL CONTRACTORS LLC	2803 E CERVANTES ST STE C	PENSACOLA	FL	32503	
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
073772	BIGGS CONSTRUCTION COMPANY INC	PO BOX 1552	PENSACOLA	FL	32591	Y
051492	BILL SMITH ELECTRIC INC	P O BOX 1057	GONZALEZ	FL	32560	Y
053457	BIRKSHIRE JOHNSTONE LLC	507 E FAIRFIELD DR	PENSACOLA	FL	32503	Y
065013	BKW INC	8132 PITTMAN AVE	PENSACOLA	FL	32534	Y
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
022856	BROWN CONSTRUCTN OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
042045	CHIVERS CONSTRUCTION INC	1795 DETROIT BLVD	PENSACOLA	FL	32534	Y
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	Y
071766	CONSTRUCTION MGMT ADVISORS LLC	4547 LASSASSIER	PENSACOLA	FL	32504	
070475	CRUZ, SHAWN C DBA COASTAL PROPERTY PREPARATION LLC	5700 ALMAX COURT	PENSACOLA	FL	32506	
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	Y
070603	D+B BUILDERS	670 MOLINO ROAD	MOLINO	FL	32577	
007055	DAVIS MARINE CONSTRUCTION INC	8160 ASHLAND AVENUE	PENSACOLA	FL	32534	Y
065871	ECSC LLC	8400 LITLE JOHN JUNCTION	NAVARRE	FL	32566	Y
072705	EVAN CHASE CONSTRUCTION INC	2991 SOUTH HIGHWAY 29	CANTONMENT	FL	32533	Y
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
055177	FLORIDA CONCRETE CONCEPTS INC	4432 ALANTHUS STREET	MILTON	FL	32583	
083264	FOREVER LAWN EMERALD COAST	210 TILDEN ST NW	FORT WALTON BCH	FL	32548	
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
058714	GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW ROAD	MILTON	FL	32583	Y
083672	GRINDLINE SKATEPARKS INC	4619 14TH AVE SW	SEATTLE	WA	98106	
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	Y
069565	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	
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	
026222	HDR ENGINEERING INC	P O BOX 74008202	CHICAGO	IL	60674	

Submittal Due Date: 04/25/22

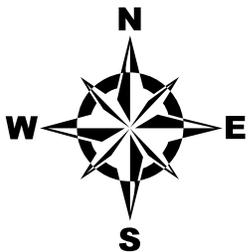
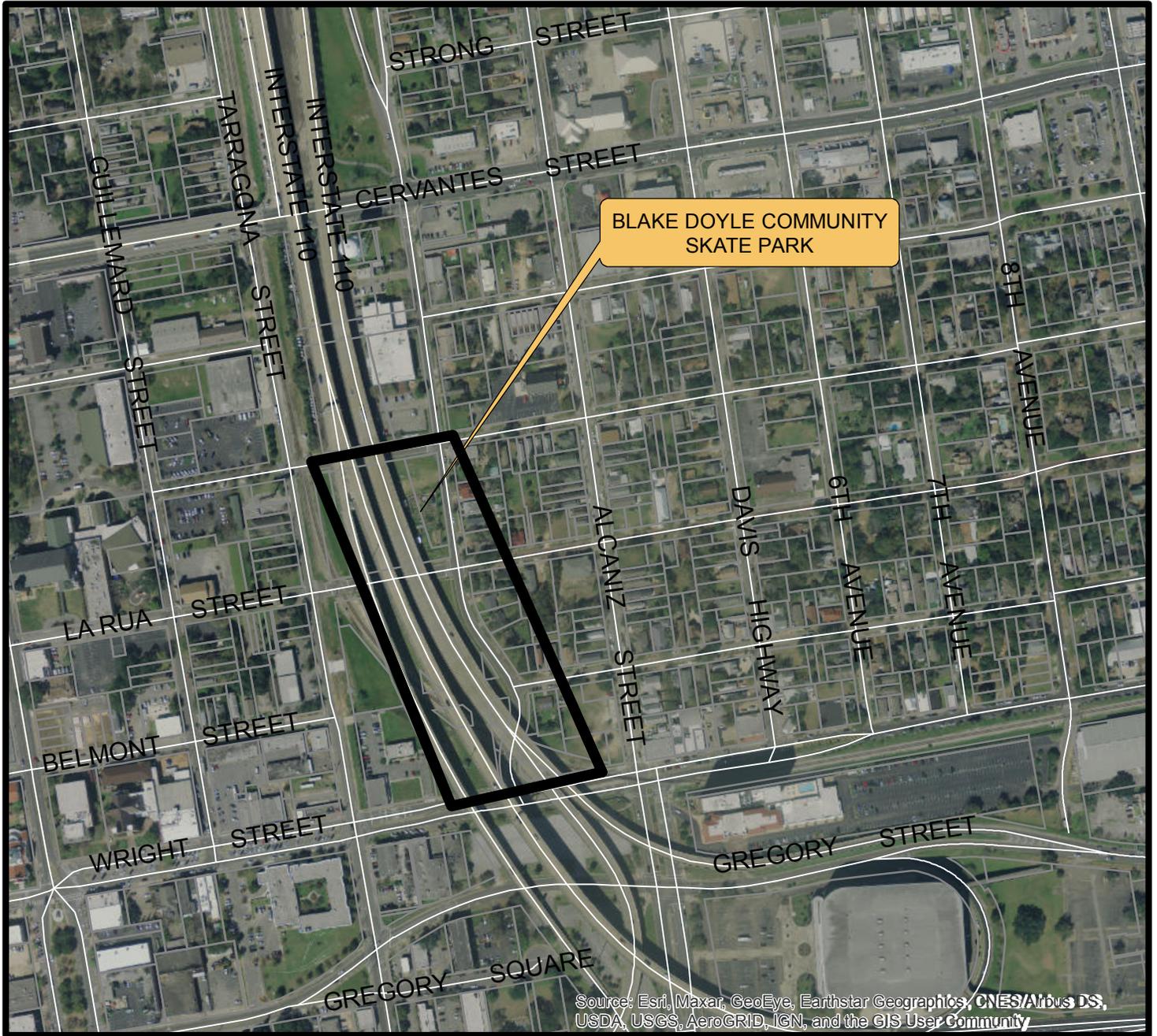
Bid No.: 22-039

**FINAL VENDOR REFERENCE LIST  
BLAKE DOYLE COMMUNITY SKATE PARK  
ENGINEERING & PUBLIC WORKS**

Vendor	Name	Address	City	St	Zip Code	SMWBE
044713	HENRY HAIRE BUILDING & DEVELOPMENT INC	6341 HIGHWAY 90 STE B	MILTON	FL	32570	
081896	HYDRA ENGINEERING & CONSTRUCTION LLC	36 JASPER THOMAS RD	CRAWFORDVILLE	FL	32327	
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y
071564	JOSEPH BRIDGES DBA JOE'S LINE UP	222 EHRMANN ST	PENSACOLA	FL	32507	
028242	KIMLEY HORN & ASSOCIATES INC	PO BOX 33068	RALEIGH	NC	27636	
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
083265	NEW LINE SKATE PARKS	UNIT 302 – 19950 88TH AVE	LANGLEY	BC	V1M 0A5	
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
083671	PARAMOUNT CONSTRUCTION GROUP	107 W 5TH STREET	PANAMA CITY	FL	32401	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	Y
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
083670	PLATFORM GROUP	4611 NORTH HALE AVENUE	TAMPA	FL	33614	
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	Y
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	Y
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
083668	SPOHN RANCH SKATE PARKS	6824 S CENTINELA AVE	LOS ANGELES	CA	90230	
083667	TEAM PAIN SKATE PARKS	890 NORTHERN WAY SUITE D-1	WINTER SPRINGS	FL	32708	
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	Y
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	
027461	VISION CONSTRUCTION ENT INC	P O BOX 9604	PENSACOLA	FL	32513	
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	Y
021725	WHITESSELL-GREEN INC	P O BOX 2849	PENSACOLA	FL	32513	
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 69
-------------

# BLAKE DOYLE COMMUNITY SKATE PARK



**PENSACOLA**  
FLORIDA'S FIRST & FUTURE

**DEPARTMENT OF  
PARKS AND RECREATION**



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 22-00398

City Council

5/12/2022

---

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

APPROVAL OF LIGHTING AGREEMENT BETWEEN CITY OF PENSACOLA AND FLORIDA POWER & LIGHT COMPANY (FPL)

**RECOMMENDATION:**

That the City Council approve a request for FPL to install or modify lighting at Blount Street as part of the Florida Department of Transportation's (FDOT) Financial Project ID 446034-2-58-01 - Lighting Retrofit Project along State Road 95 (SR95/US29) from Blount Street to Old Chemstrand Road.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City of Pensacola requests the FPL install or modify lighting facilities at Blount Street as part of the FDOT lighting retrofit project.

The project is scheduled in FDOT's FY2022 totaling approximately \$252K, and specifically calls for 11 new lights and 1 new standard wood pole along US29 from Blount Street to the City Limits. The City of Pensacola agrees to pay a monthly fee for fixtures and poles in the amount of \$8.40.

This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$ N/A

Actual: \$ N/A

**FINANCIAL IMPACT:**

There will be no initial financial impact to the City as the installation cost of the lights will be funded directly by the FDOT. The total monthly cost of \$219.78 for the lights will be reimbursed by State to the City under the FDOT State Highway Lighting, Maintenance, and Compensation Agreement at a rate of \$242.00 per month.

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

4/26/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Amy Toole, Public Works and Facilities Director

James W. Cook, Public Works and Facilities Deputy Director of Operations

**ATTACHMENTS:**

- 1) Lighting Agreement with FPL
- 2) Project Monthly Cost Breakdown Spreadsheet
- 3) FPL Signature Authorization
- 4) FDOT Lighting Project Plans

**PRESENTATION:** No

FPL Account Number: NEW

FPL Work Request Number: 10887789

**LIGHTING AGREEMENT**

In accordance with the following terms and conditions, City of Pensacola (hereinafter called the Customer), requests on this day of 28 Feb., 2022, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Blount Street to City Limits, located in Pensacola, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description <sup>(1)</sup>	Watts	Lumens	Color Temperature	# Installed	# Removed
ATB2 264W	264	33907	4000	8	
ATB2 186W	186	25839	4000	3	

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at [www.fpl.com/led](http://www.fpl.com/led)

(Continued on Sheet No. 9.141)



(Continue from Sheet No. 9.141)

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

**FPL AGREES:**

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

**THE CUSTOMER AGREES:**

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$ 8.40. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$ 0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
  - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
  - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
  - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

**IT IS MUTUALLY AGREED THAT:**

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
  - a. the addition of lighting facilities;
  - b. the removal of lighting facilities; and
  - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

(Continue on Sheet No. 9.143)

(Continue on Sheet No. 9.142)

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.  
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.
14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This Agreement supersedes all previous Agreements or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

(Continue on Sheet No. 9.144)

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.  
Changes and Terms Accepted:

Customer (Print or type name of Organization)

By: \_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
(Print or type name)

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

FLORIDA POWER & LIGHT COMPANY

By: Robert Horswood  
(Signature)

ROBERT HORSWOOD  
(Print or type name)

Title: Dir. Commercial Lighting

**Project Monthly Cost Breakdown  
City of Pensacola**

Project:	446034-2-58-01
Fixture Count:	11.00
<b>Breakdown</b>	
Monthly Fixture Cost:	\$ 205.88
Monthly Pole Cost:	\$ 5.50
ALC:	\$8.40
SUM	\$ 219.78
Monthly Cost Per Fixture:	\$ 19.98
FDOT Reimbursement per fixture/month:	\$ 22.00
<b>Total Monthly</b>	
Billed:	\$ 219.78
FDOT Reimbursement :	\$ 242.00

**\*FP&L Billing will be set up on a separate account for this project and will bill after all lighting has been installed and FDOT inspection has been completed.**



To: WHOM IT MAY CONCERN

Date: January 7, 2022

Re: FLORIDA POWER & LIGHT COMPANY
AUTHORIZATION TO SIGN STREET LIGHTING AGREEMENTS AND
RELATED DOCUMENTS

I, W. Scott Seeley, Vice President, Compliance & Corporate Secretary for Florida Power & Light Company, do verify that the following listed individual:

- ALEXANDER ACOSTA, SALES MANAGER
ROBERT HORSWOOD, DIRECTOR LED LIGHTING SOLUTIONS
MELISSA ROETTGER, SENIOR CUSTOMER ADVISOR
ALAIN URBANO, LEADER OF STREETLIGHT BILLING & SURVEY

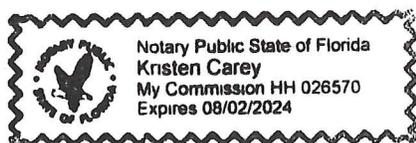
is authorized to represent, sign for, and act on behalf of Florida Power & Light Company in matters relating to street lighting agreements and all related matters in accordance with the Florida Power & Light Company electric tariff on file at the Florida Public Service Commission.

[Handwritten signature of W. Scott Seeley]

W. Scott Seeley
Vice President, Compliance &
Corporate Secretary

STATE OF FLORIDA )
) ss
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me on January 7, 2022, by W. Scott Seeley, Vice President, Compliance & Corporate Secretary for Florida Power & Light Company, a Florida corporation. He is personally known to me and did not take an oath.



[Handwritten signature of Kristen Carey]
Notary Public
State of Florida

CONTRACT PLANS COMPONENTS

LIGHTING PLANS

INDEX OF LIGHTING PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2 - 3	LIGHTING LEGEND, POLE DATA, AND CRITERIA
4	GENERAL NOTES
5 - 26	LIGHTING PLAN

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

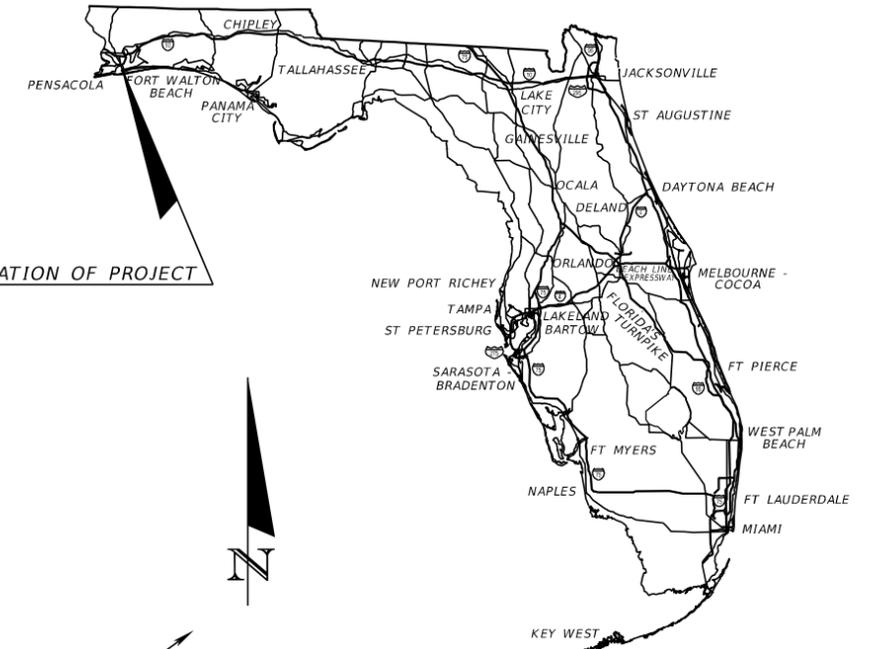
CONTRACT PLANS

FINANCIAL PROJECT ID 446034-2-58-01

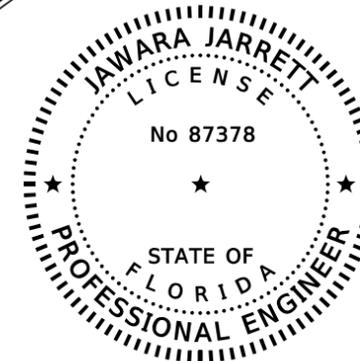
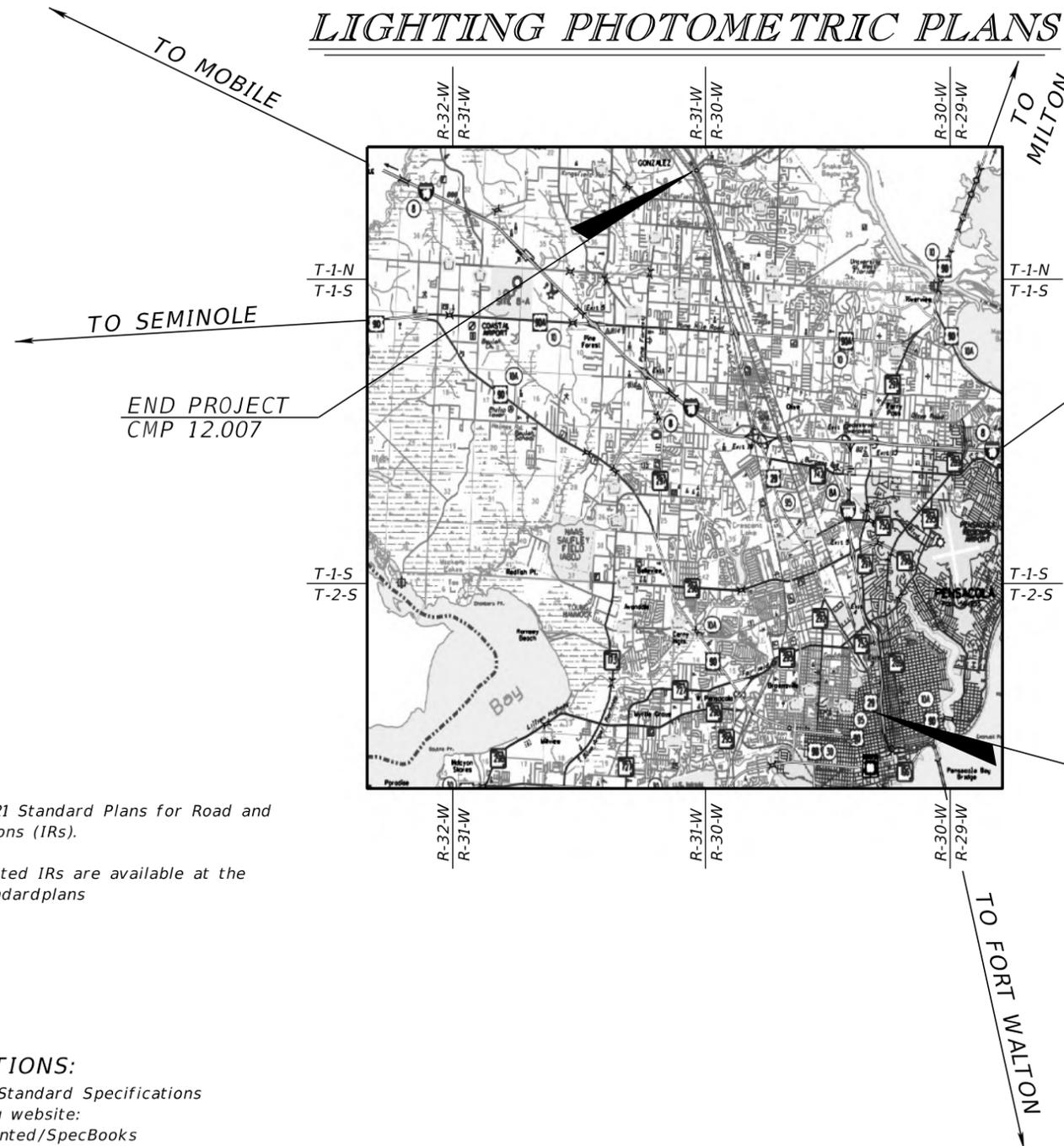
ESCAMBIA COUNTY (48040000)

STATE ROAD NO. 95 (US 29)  
FROM BLOUNT ST. TO OLD CHEMSTRAND RD.  
LIGHTING RETROFIT

LIGHTING PHOTOMETRIC PLANS



LOCATION OF PROJECT



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL  
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

LIGHTING PLANS  
ENGINEER OF RECORD:

JAWARA JARRETT, P.E.  
P.E. NO.: 87378  
JACOBS ENGINEERING GROUP INC.  
3606 MACLAY BLVD. SOUTH, SUITE 201  
TALLAHASSEE, FL 32312  
CONTRACT NO.: C-9529  
VENDOR NO.:

FDOT PROJECT MANAGER:  
WILLIAM HOWELL  
PHONE: (850) 638-2288  
EMAIL: WHOWELL@MOFFATTNICHOL.COM

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2020-2021 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, July 2020 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
	TBD	1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

GENERAL NOTES

1. ALL LANES MUST BE REOPENED TO NORMAL TRAFFIC WITHIN 12 HOURS OF AN EVACUATION NOTICE FOR A HURRICANE OR ANY OTHER EMERGENCY EVENT AND SHALL REMAIN OPEN UNTIL OTHERWISE DIRECTED BY THE ENGINEER.
2. SPECIAL EVENT DAYS FOR THIS PROJECT INCLUDE:  
  
 SPRING BREAK (MARCH 12-28, 2021)  
 GULF COAST CULTURE FEST (FALL)  
 PENSACOLA SEAFOOD FESTIVAL (FALL)  
 BLUE ANGELS SHOW (FALL)  
 DOWNTOWN PENSACOLA HARVEST MARKET (FALL)  
 PENSACOLA BAY CENTER EVENTS (VARIES)
3. THE TRAFFIC AND TRAVEL WAYS SHALL NOT BE ALTERED BY THE CONTRACTOR TO CREATE A WORK ZONE UNTIL ALL LABOR AND MATERIAL ARE AVAILABLE FOR THE CONSTRUCTION IN THAT AREA.
4. EXISTING POSTED SPEED LIMITS SHALL BE MAINTAINED DURING CONSTRUCTION UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
5. GULF POWER WILL FURNISH & INSTALL, WIRE AND MAINTAIN ALL PROPOSED LIGHTNG EQUIPMENT. THEY WILL ALSO PROVIDE MAINTENENCE OF TRAFFIC AND UTILITY COORDINATION.
6. THIS PROJECT WILL BE CONSTRUCTED VIA JPA WITH GULF POWER. THESE PLANS ARE "ABBREVIATED" AND NOT EXPECTED TO COMPLY WITH A STANDARD FDOT SUBMITTAL. THIS SUBMITTAL FOCUSES ON POLE PLACEMENT BASED ON THE PHOTOMETRICS.

REVISIONS				JAWARA JARRETT, P.E. P.E. LICENSE NUMBER 87378 JACOBS ENGINEERING GROUP INC. 3606 MACLAY BLVD SOUTH, SUITE 201 TALLAHASSEE, FL 32312	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						SR 95	ESCAMBIA		446034-2-58-01

**LEGEND**

SYMBOLS

DESCRIPTION

 PROPOSED 268 WATT LIGHT-EMITTING DIODE (LED) LUMINAIRE, COBRAHEAD TO BE ATTACHED TO AN EXISTING POLE. DESIGNED FOR MEDIUM TYPE III DISTRIBUTION. SINGLE ARM WITH 0° TILT, 4000K CCT. SEE POLE DATA FOR MOUNTING HEIGHT. USE AMERICAN ELECTRIC CURVE #ISF 34282P38 (ATB2\_80BLED10\_XXXXX\_R3\_4K\_5K.IES) OR APPROVED EQUAL.

 PROPOSED 268 WATT LIGHT-EMITTING DIODE (LED) LUMINAIRE, COBRAHEAD TO BE ATTACHED TO A PROPOSED POLE. DESIGNED FOR MEDIUM TYPE III DISTRIBUTION. SINGLE ARM WITH 0° TILT, 4000K CCT. SEE POLE DATA FOR MOUNTING HEIGHT. USE AMERICAN ELECTRIC CURVE #ISF 34282P38 (ATB2\_80BLED10\_XXXXX\_R3\_4K\_5K.IES) OR APPROVED EQUAL.

 PROPOSED 204 WATT LIGHT-EMITTING DIODE (LED) LUMINAIRE, COBRAHEAD TO BE ATTACHED TO AN EXISTING POLE. DESIGNED FOR MEDIUM TYPE III DISTRIBUTION. SINGLE ARM WITH 0° TILT, 4000K CCT. SEE POLE DATA FOR MOUNTING HEIGHT. USE AMERICAN ELECTRIC CURVE #ISF 34282P33 (ATB2\_60BLED10\_XXXXX\_R3\_4K\_5K.IES) OR APPROVED EQUAL.

 PROPOSED 204 WATT LIGHT-EMITTING DIODE (LED) LUMINAIRE, COBRAHEAD TO BE ATTACHED TO A PROPOSED POLE. DESIGNED FOR MEDIUM TYPE III DISTRIBUTION. SINGLE ARM WITH 0° TILT, 4000K CCT. SEE POLE DATA FOR MOUNTING HEIGHT. USE AMERICAN ELECTRIC CURVE #ISF 34282P33 (ATB2\_60BLED10\_XXXXX\_R3\_4K\_5K.IES) OR APPROVED EQUAL.

 EXISTING POLE AND LUMINAIRE TO REMAIN

 LUMINAIRE TO BE REMOVED

 EXIST. WOODEN ELECTRIC POLE

 EXIST. WOODEN ELECTRIC POLE WITH TERMINATOR

 EXIST. CONCRETE POLE

 EXIST. STEEL POLE

**SIGNALIZED INTERSECTION**

**LIGHTING RETROFIT DESIGN CRITERIA**

- HORIZONTAL AVERAGE INITIAL INTENSITY 1.5 FOOT CANDLES (1.0 MIN.)
- UNIFORMITY RATIO AVG./MIN. 4:1 OR LESS
- UNIFORMITY RATIO MAX./MIN. 10:1 OR LESS
- VERTICAL AVERAGE INTENISTY 1.5 FOOT CANDLES (1.0 MIN.)
- FOR ALL NEAR SIDE APPROACHES
- DESIGN WIND SPEED 160 MPH (ESCAMBIA COUNTY)

POLE DATA								
POLE NO.	CIRCUIT	STATION/OFFSET	DIST. OR ARM	LUMINAIRE WATTAGE	MOUNTING HEIGHT	TILT	POLE SETBACK	PAY ITEM
BLOUNT ST.								
101		123+61, 28' (RT)	8'	204	40'	0°	EXIST. POLE	
102		124+24, 41' (RT)	8'	268	40'	0°	EXIST. POLE	
103		124+26, 104' (LT)	8'	204	40'	0°	EXIST. POLE	
104		124+27, 162' (RT)	8'	268	40'	0°	EXIST. POLE	
105		125+30, 27' (LT)	8'	268	40'	0°	EXIST. POLE	
JORDAN ST.								
201		144+60, 28' (RT)	8'	268	40'	0°	EXIST. POLE	
202		145+67, 52' (LT)	8'	268	40'	0°	5' FROM BACK OF CURB	
203		145+84, 29' (LT)	8'	268	40'	0°	EXIST. POLE	
MAXWELL ST.								
301		148+52, 27' (LT)	10'	268	40'	0°	EXIST. POLE	
302		149+20, 52' (RT)	10'	268	40'	0°	EXIST. POLE	
303		149+87, 27' (LT)	8'	204	40'	0°	EXIST. POLE	
CROSS ST. /LEONARD ST.								
401		63+06, 36' (RT)	8'	268	40'	0°	EXIST. POLE	
402		64+10, 37' (RT)	8'	204	40'	0°	EXIST. POLE	
403		64+24, 77' (RT)	8'	268	40'	0°	2' FROM BACK OF SW	
404		64+26, 51' (LT)	10'	268	40'	0°	EXIST. POLE	
405		64+50, 192' (LT)	8'	268	40'	0°	EXIST. POLE	
406		66+42, 36' (RT)	8'	268	40'	0°	EXIST. POLE	
407		66+48, 37' (LT)	8'	268	40'	0°	EXIST. POLE	
TEXAR DR.								
501		92+63, 35' (RT)	8'	268	40'	0°	EXIST. POLE	
502		93+60, 86' (LT)	8'	268	40'	0°	5.5' FROM BACK OF CURB	
503		93+84, 75' (RT)	8'	204	40'	0°	5.5' FROM BACK OF SW	
504		94+80, 33' (LT)	10'	268	40'	0°	EXIST. POLE	
MASSACHUSETTS AVE. /PACE BLVD.								
601		204+15, 22' (LT)	8'	204	40'	0°	EXIST. POLE	
602		204+62, 237' (LT)	8'	204	40'	0°	6' FROM EOP	
603		204+99, 215' (LT)	8'	204	40'	0°	2' FROM EOP	
604		205+14, 93' (LT)	8'	204	40'	0°	7' FROM BACK OF CURB	
605		205+39, 64' (RT)	10'	204	40'	0°	EXIST. POLE	
606		205+55, 149' (LT)	8'	204	40'	0°	EXIST. POLE	
607		206+79, 71' (RT)	8'	268	40'	0°	EXIST. POLE	
608		206+88, 74' (LT)	10'	204	40'	0°	EXIST. POLE	
BEVERLY PKWY. /BRENT LN.								
701		185+63, 85' (LT)	8'	268	40'	0°	2' FROM BACK OF SW	
702		186+28, 48' (RT)	8'	204	40'	0°	EXIST. POLE	
703		186+29, 117' (LT)	8'	204	40'	0°	8.5' FROM BACK OF CURB	
704		187+46, 56' (RT)	8'	268	40'	0°	7.5' FROM EOP	
705		187+39, 90' (LT)	8'	268	40'	0°	6.5' FROM BACK OF SW	
706		188+13, 38' (RT)	8'	204	40'	0°	EXIST. POLE	
W. AIRPORT DR.								
801		218+80, 46' (RT)	12'	268	40'	0°	EXIST. POLE	
802		219+06, 98' (LT)	8'	204	40'	0°	6' FROM BACK OF SW	
803		219+58, 147' (LT)	8'	268	40'	0°	10.5' FROM BACK OF SW	
804		220+73, 68' (RT)	8'	268	40'	0°	7.5' FROM BACK OF SW	
805		221+34, 104' (LT)	8'	268	40'	0°	7.5' FROM BACK OF SW	

REVISIONS				JAWARA JARRETT, P.E. P.E. LICENSE NUMBER 87378 JACOBS ENGINEERING GROUP INC. 3606 MACLAY BLVD SOUTH, SUITE 201 TALLAHASSEE, FL 32312	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<b>LIGHTING LEGEND, POLE DATA, AND CRITERIA</b>	SHEET NO.  3
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 95	ESCAMBIA	446034-2-58-01		

POLE DATA								
POLE NO.	CIRCUIT	STATION/OFFSET	DIST. OR ARM	LUMINAIRE WATTAGE	MOUNTING HEIGHT	TILT	POLE SETBACK	PAY ITEM
		INDUSTRIAL BLVD.						
901		235+40, 123' (LT)	10'	268	40'	0°	EXIST. POLE	
902		235+96, 64' (RT)	12'	268	40'	0°	EXIST. POLE	
903		237+21, 62' (RT)	8'	268	40'	0°	EXIST. POLE	
904		237+32, 123' (LT)	8'	268	40'	0°	EXIST. POLE	
905		237+98, 39' (RT)	8'	204	40'	0°	5' FROM BACK OF SW	
906		237+99, 104' (LT)	8'	204	40'	0°	5' FROM BACK OF SW	
		MARCUS POINTE BLVD. /STUMPFIELD RD.						
1001		252+77, 63' (RT)	8'	268	40'	0°	EXIST. POLE	
1002		253+80, 65' (RT)	10'	204	40'	0°	EXIST. POLE	
1003		253+93, 127' (LT)	12'	268	40'	0°	29' FROM BACK OF SW	
1004		255+04, 33' (RT)	8'	204	40'	0°	6' FROM BACK OF CURB	
1005		255+49, 129' (LT)	8'	268	40'	0°	EXIST. POLE	
1006		255+85, 105' (LT)	8'	204	40'	0°	9.5' FROM EOP	
		CR 453 (NORTH WEST ST.)						
1101		273+67, 123' (LT)	12'	268	35'	0°	EXIST. POLE	
1102		273+76, 60' (RT)	12'	268	35'	0°	24' FROM EOP	
1103		274+91, 59' (RT)	10'	204	40'	0°	EXIST. POLE	
1104		275+46, 130' (LT)	12'	268	40'	0°	EXIST. POLE	
1105		276+09, 61' (RT)	12'	268	40'	0°	EXIST. POLE	
		PINESTEAD RD.						
1201		305+27, 67' (RT)	12'	268	30'	0°	EXIST. POLE	
1202		306+71, 121' (LT)	10'	268	40'	0°	EXIST. POLE	
1203		307+03, 59' (RT)	8'	268	35'	0°	EXIST. POLE	
1204		307+71, 123' (LT)	12'	268	40'	0°	EXIST. POLE	
		SR 742 (W. BURGESS RD.)						
1301		312+23, 61' (RT)	12'	268	40'	0°	EXIST. POLE	
1302		312+95, 127' (LT)	10'	268	40'	0°	14.2' FROM EOP	
1303		313+57, 61' (RT)	8'	268	35'	0°	EXIST. POLE	
1304		313+74, 125' (LT)	12'	268	30'	0°	EXIST. POLE	
		BROAD ST.						
1401		371+86, 70' (RT)	8'	268	40'	0°	EXIST. POLE	
1402		372+23, 129' (LT)	10'	204	40'	0°	EXIST. POLE	
1403		373+05, 65' (RT)	8'	204	40'	0°	EXIST. POLE	
1404		373+95, 46' (RT)	8'	268	40'	0°	6.5' FROM BACK OF CURB	
1405		374+10, 168' (LT)	8'	204	40'	0°	EXIST. POLE	
1406		374+36, 129' (LT)	8'	268	40'	0°	EXIST. POLE	
		W. DETROIT BLVD						
1501		400+25, 60' (RT)	10'	268	40'	0°	EXIST. POLE	
1502		400+68, 107' (RT)	8'	204	40'	0°	6.5' FROM EOP	
1503		400+91, 119' (LT)	8'	204	40'	0°	EXIST. POLE	
1504		401+38, 140' (LT)	8'	268	40'	0°	6.5' FROM EOP	
1505		401+70, 55' (RT)	8'	204	40'	0°	EXIST. POLE	
1506		402+29, 125' (LT)	8'	268	40'	0°	EXIST. POLE	

POLE DATA								
POLE NO.	CIRCUIT	STATION/OFFSET	DIST. OR ARM	LUMINAIRE WATTAGE	MOUNTING HEIGHT	TILT	POLE SETBACK	PAY ITEM
		W. HOOD DR.						
1601		428+68, 127' (LT)	10'	268	40'	0°	EXIST. POLE	
1602		429+03, 44' (RT)	8'	268	40'	0°	6.5' FROM EOP	
1603		430+33, 68' (RT)	8'	204	40'	0°	EXIST. POLE	
1604		430+58, 42' (RT)	8'	268	40'	0°	15' FROM EOP	
1605		430+93, 125' (LT)	10'	268	40'	0°	EXIST. POLE	
		W. 9 1/2 MILE RD.						
1701		484+15, 28' (RT)	12'	204	40'	0°	8' FROM EOP	
1702		484+93, 62' (RT)	8'	204	40'	0°	11.5' FROM EOP	
1703		485+08, 110' (LT)	8'	204	40'	0°	8.5' FROM EOP	
1704		485+57, 23' (RT)	8'	204	40'	0°	5' FROM BACK OF CURB	
1705		486+27, 117' (LT)	8'	268	40'	0°	22.5' FROM EOP	
		W. 10 MILE RD.						
1801		511+43, 25' (RT)	8'	268	40'	0°	8.5' FROM EOP	
1802		511+93, 107' (LT)	8'	268	40'	0°	12' FROM EOP	
1803		512+16, 65' (RT)	8'	268	40'	0°	EXIST. POLE	
1804		513+05, 127' (LT)	8'	268	40'	0°	17' FROM EOP	
1805		513+20, 7' (RT)	8'	204	40'	0°	6' FROM EOP	
1806		513+49, 112' (LT)	8'	204	40'	0°	13.5' FROM EOP	
		ROBERTS RD.						
1901		566+56, 10' (RT)	8'	268	40'	0°	12' FROM EOP	
1902		566+66, 129' (LT)	8'	204	40'	0°	EXIST. POLE	
1903		567+84, 146' (LT)	8'	204	40'	0°	12.5' FROM EOP	
1904		569+07, 10' (RT)	8'	268	40'	0°	12' FROM EOP	
1905		569+08, 120' (LT)	8'	204	40'	0°	4.5' FROM EOP	
		E. KINGSFIELD RD.						
2001		595+98, 39' (RT)	8'	268	40'	0°	10' FROM EOP	
2002		596+86, 115' (LT)	8'	268	40'	0°	17' FROM EOP	
2003		597+06, 76' (RT)	8'	204	40'	0°	10' FROM EOP	
2004		597+94, 115' (LT)	8'	268	40'	0°	EXIST. POLE	
2005		598+29, 37' (RT)	8'	268	40'	0°	8.5' FROM EOP	
		TATE SCHOOL RD.						
2101		616+71, 24' (RT)	8'	268	40'	0°	8' FROM EOP	
2102		617+42, 105' (LT)	8'	268	40'	0°	8.5' FROM EOP	
2103		618+24, 128' (LT)	8'	204	40'	0°	EXIST. POLE	
2104		619+13, 38' (RT)	8'	268	40'	0°	21.5' FROM EOP	
2105		619+26, 107' (LT)	8'	204	40'	0°	8.5' FROM EOP	
		OLD CHEMSTRAND RD						
2201		629+40, 35' (RT)	8'	268	40'	0°	6' FROM EOP	
2202		631+06, 89' (RT)	8'	268	40'	0°	8' FROM EOP	
2203		631+59, 90' (LT)	8'	268	40'	0°	10.5' FROM EOP	

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

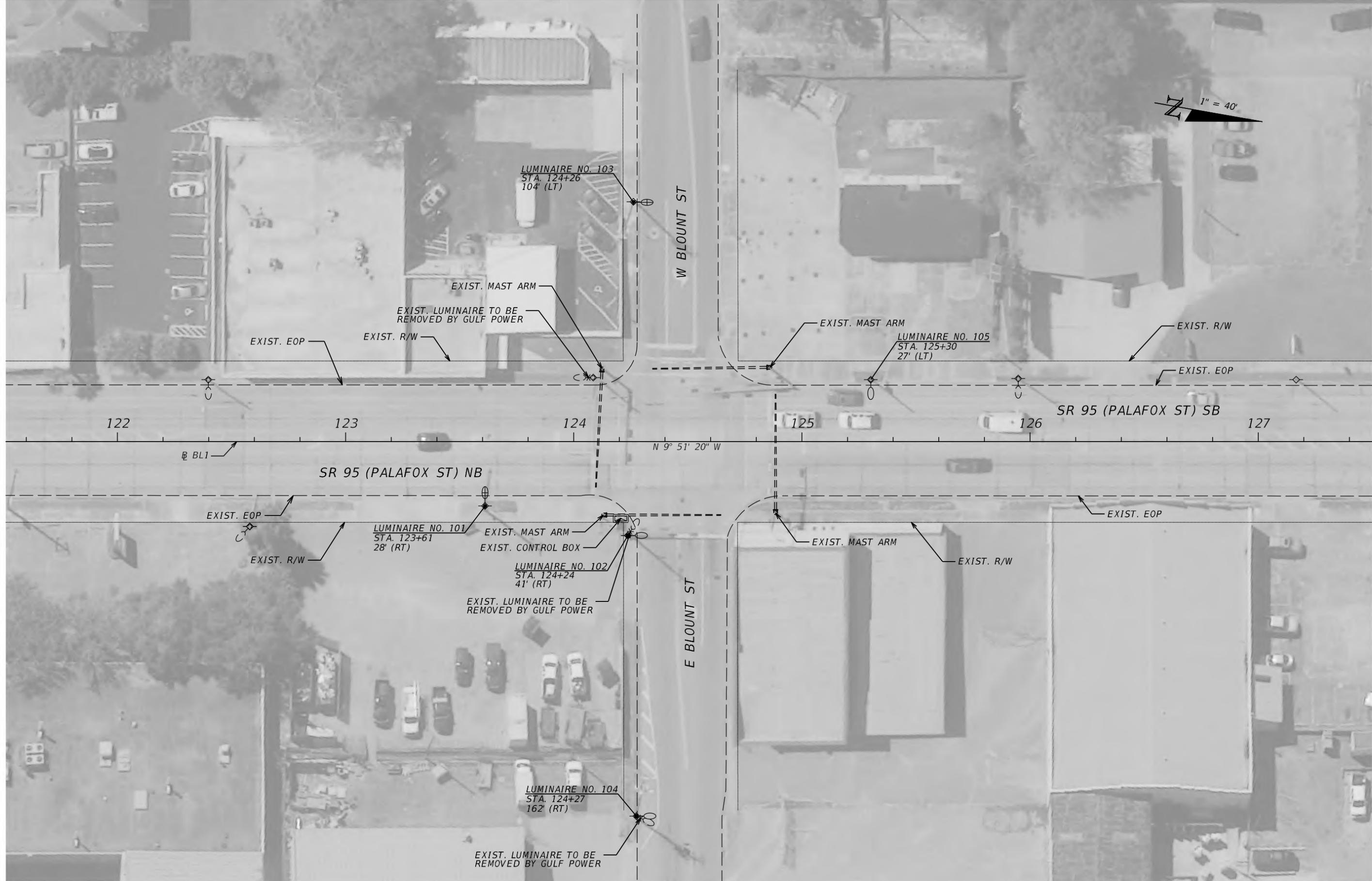
JAWARA JARRETT, P.E.  
P.E. LICENSE NUMBER 87378  
JACOBS ENGINEERING GROUP INC.  
3606 MACLAY BLVD SOUTH, SUITE 201  
TALLAHASSEE, FL 32312

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 95	ESCAMBIA	446034-2-58-01

**LIGHTING LEGEND,  
POLE DATA, AND CRITERIA**

SHEET NO.  
**4**

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

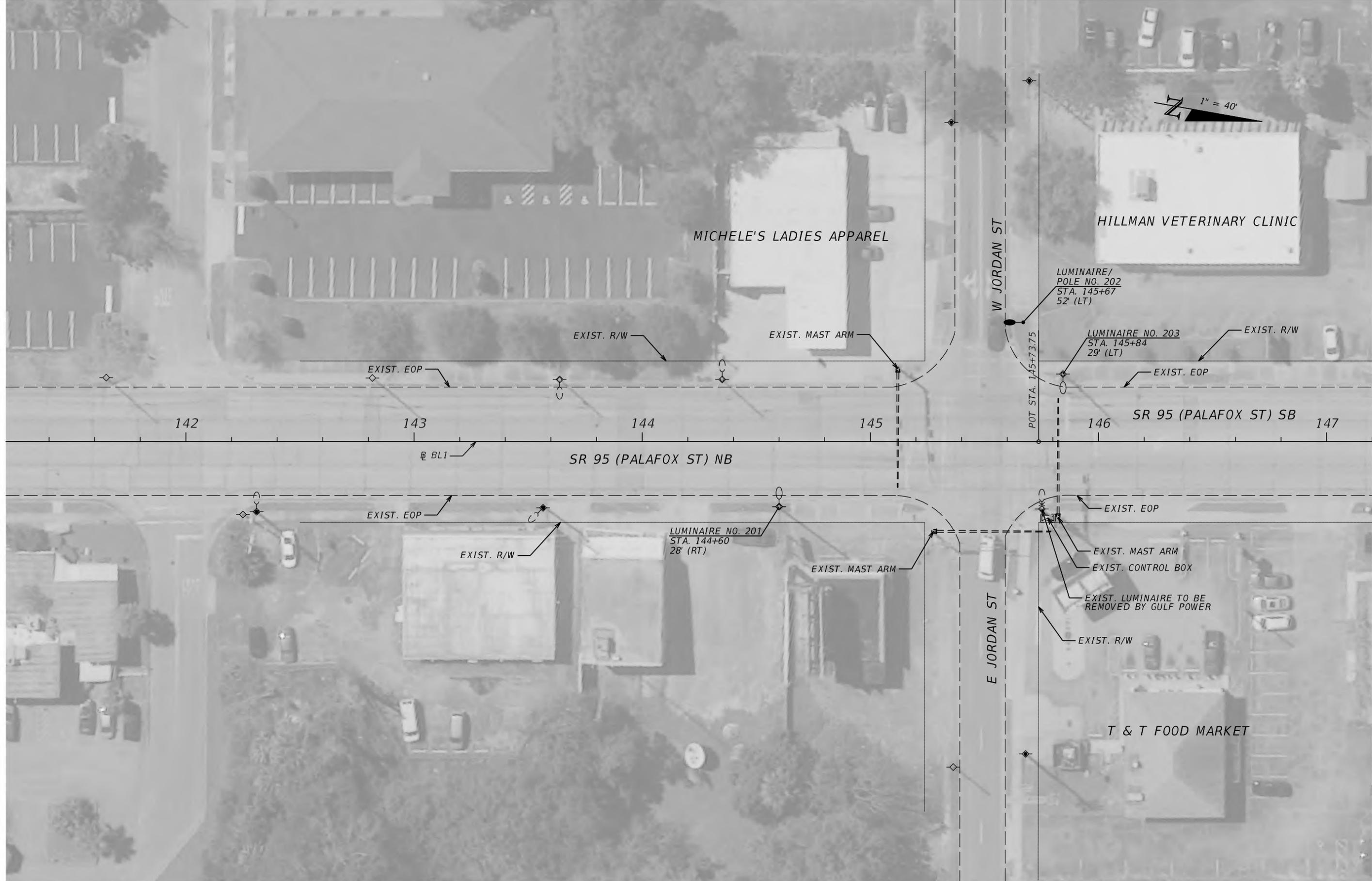
JAWARA JARRETT, P.E.  
P.E. LICENSE NUMBER 87378  
JACOBS ENGINEERING GROUP INC.  
3606 MACLAY BLVD SOUTH, SUITE 201  
TALLAHASSEE, FL 32312

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 95	ESCAMBIA	446034-2-58-01

LIGHTING PLAN

SHEET NO.  
5

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

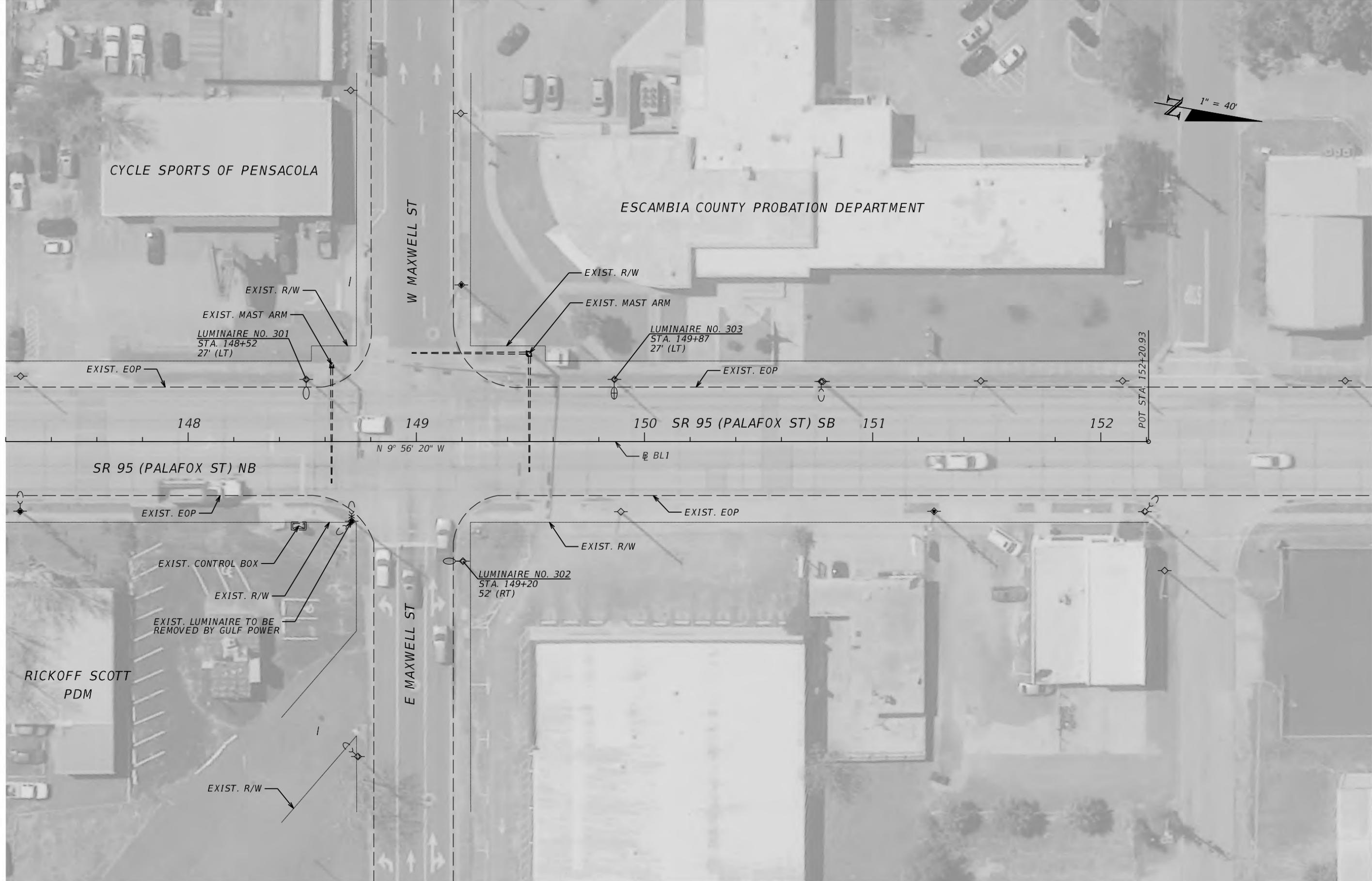
JAWARA JARRETT, P.E.  
P.E. LICENSE NUMBER 87378  
JACOBS ENGINEERING GROUP INC.  
3606 MACLAY BLVD SOUTH, SUITE 201  
TALLAHASSEE, FL 32312

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 95	ESCAMBIA	446034-2-58-01

LIGHTING PLAN

SHEET NO.  
6

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JAWARA JARRETT, P.E.  
P.E. LICENSE NUMBER 87378  
JACOBS ENGINEERING GROUP INC.  
3606 MACLAY BLVD SOUTH, SUITE 201  
TALLAHASSEE, FL 32312

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 95	ESCAMBIA	446034-2-58-01

**LIGHTING PLAN**

SHEET NO.  
7

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

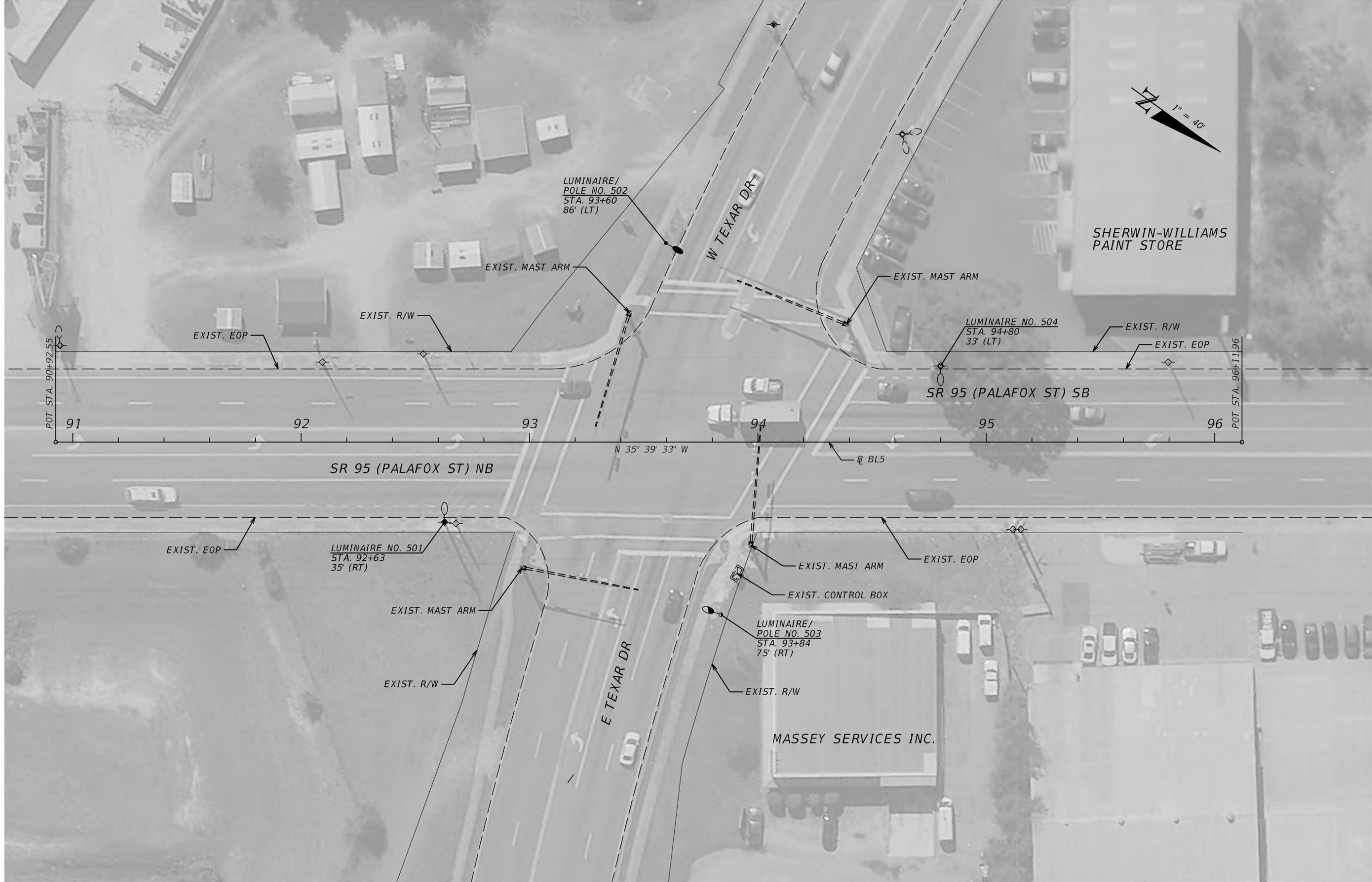
JAWARA JARRETT, P.E.  
 P.E. LICENSE NUMBER 87378  
 JACOBS ENGINEERING GROUP INC.  
 3606 MACLAY BLVD SOUTH, SUITE 201  
 TALLAHASSEE, FL 32312

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 95	ESCAMBIA	446034-2-58-01

**LIGHTING PLAN**

SHEET NO.  
**8**

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JAWARA JARRETT, P.E.  
P.E. LICENSE NUMBER 87378  
JACOBS ENGINEERING GROUP INC.  
3606 MACLAY BLVD SOUTH, SUITE 201  
TALLAHASSEE, FL 32312

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 95	ESCAMBIA	446034-2-58-01

**LIGHTING PLAN**

SHEET NO.  
9

180

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

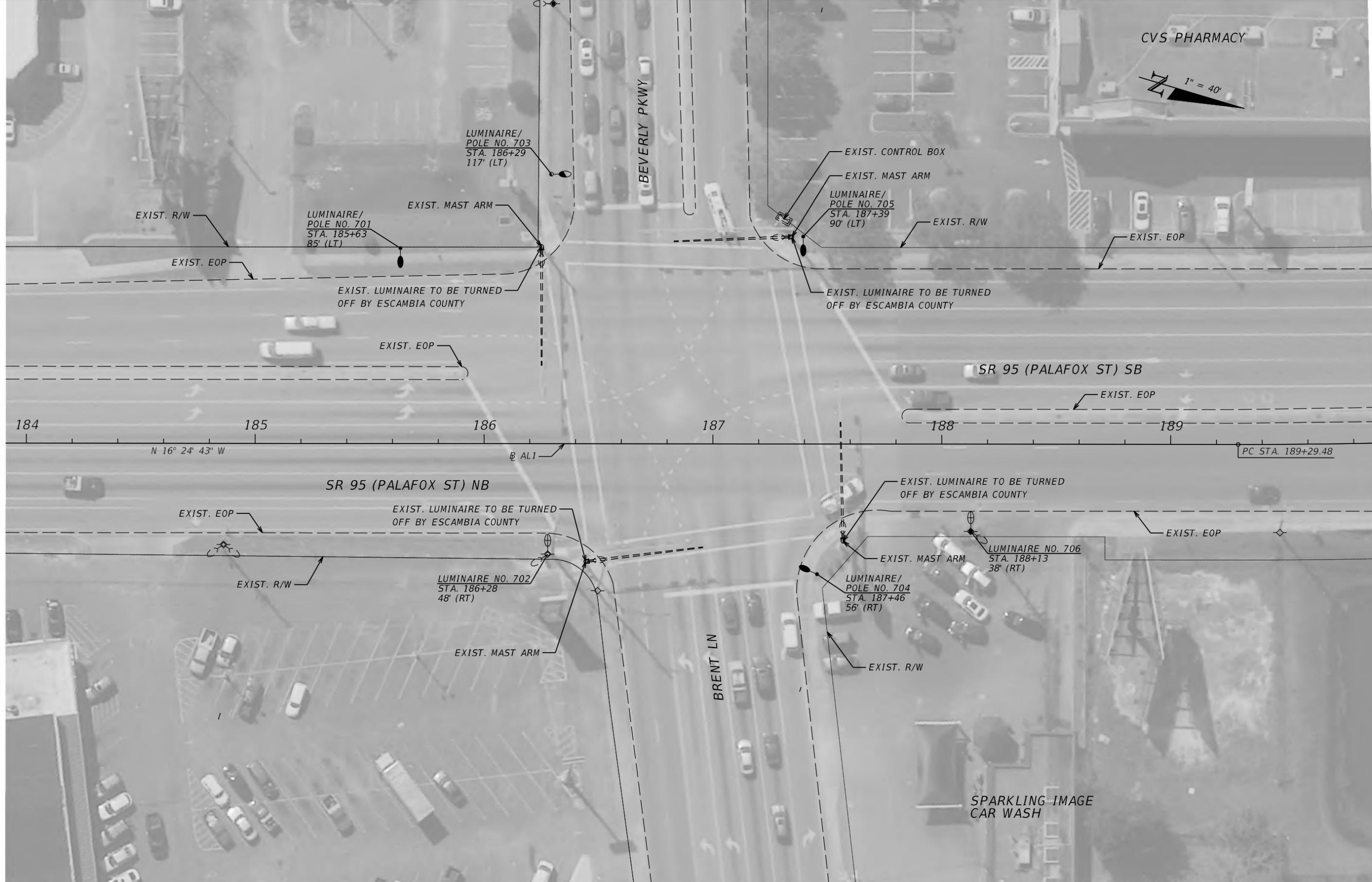
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JAWARA JARRETT, P.E.  
 P.E. LICENSE NUMBER 87378  
 JACOBS ENGINEERING GROUP INC.  
 3606 MACLAY BLVD SOUTH, SUITE 201  
 TALLAHASSEE, FL 32312

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 95	ESCAMBIA	446034-2-58-01

LIGHTING PLAN

SHEET NO.  
10



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

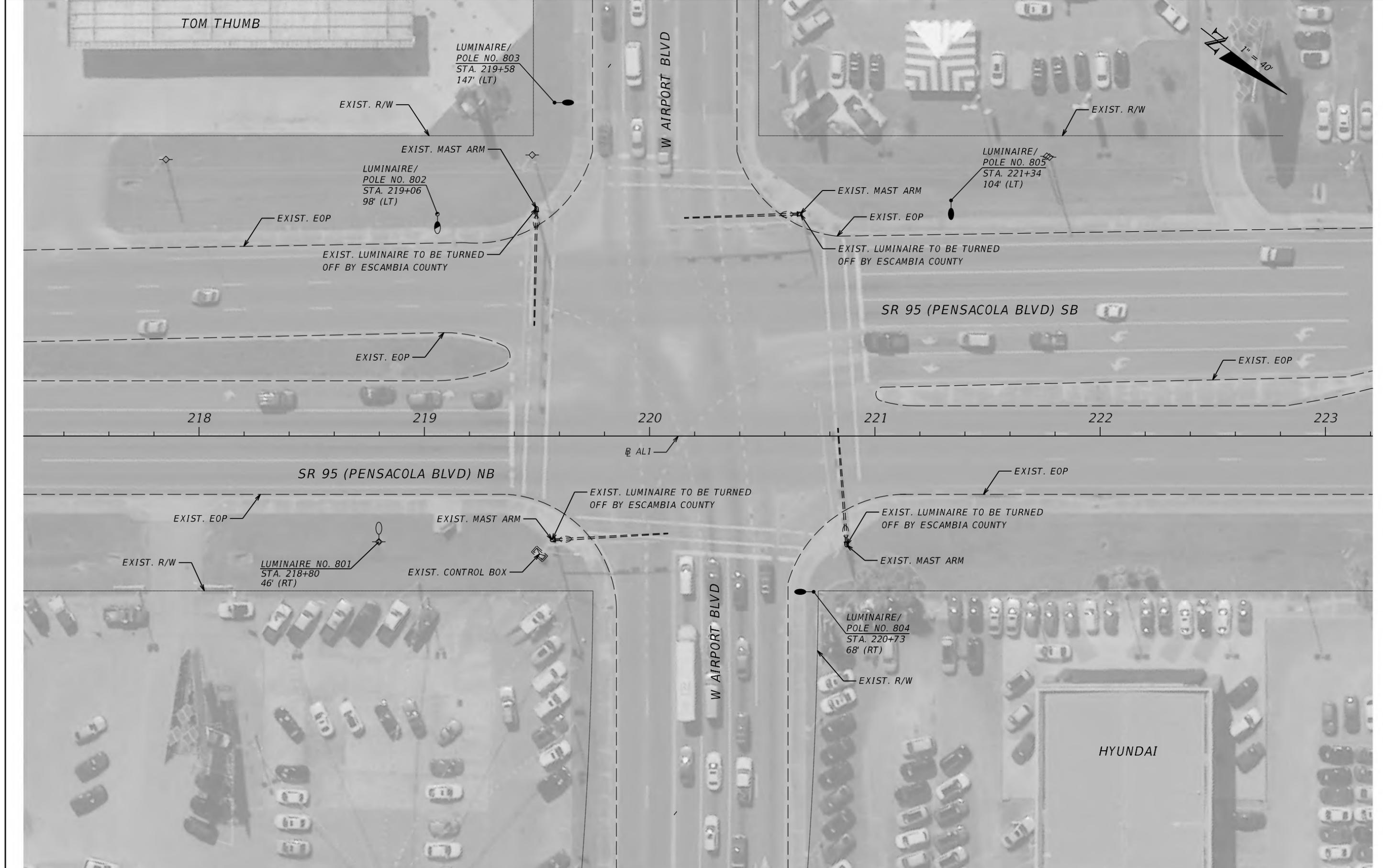
JAWARA JARRETT, P.E.  
P.E. LICENSE NUMBER 87378  
JACOBS ENGINEERING GROUP INC.  
3606 MACLAY BLVD SOUTH, SUITE 201  
TALLAHASSEE, FL 32312

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 95	ESCAMBIA	446034-2-58-01

**LIGHTING PLAN**

SHEET NO.  
**11**

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

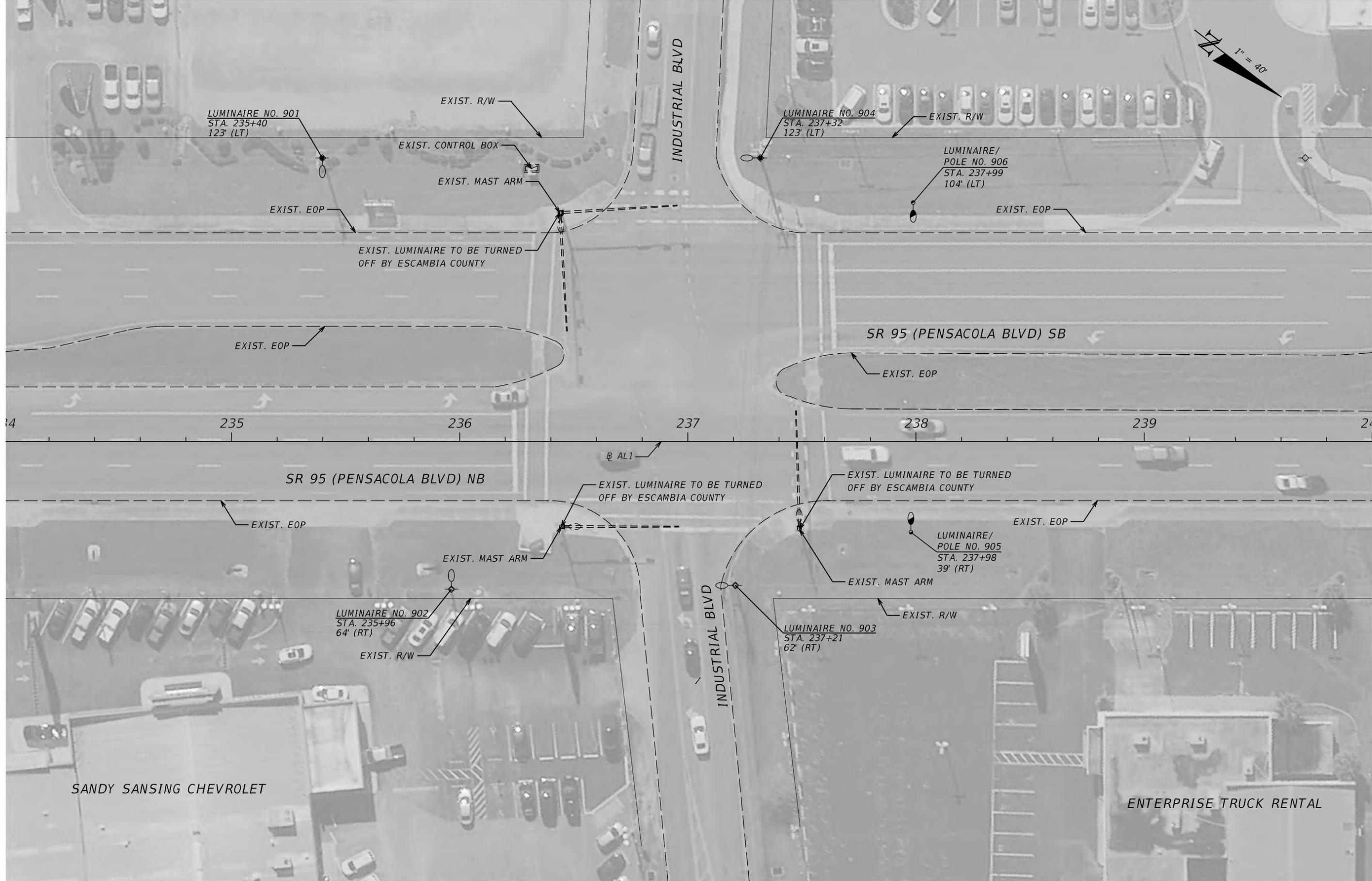
JAWARA JARRETT, P.E.  
 P.E. LICENSE NUMBER 87378  
 JACOBS ENGINEERING GROUP INC.  
 3606 MACLAY BLVD SOUTH, SUITE 201  
 TALLAHASSEE, FL 32312

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 95	ESCAMBIA	446034-2-58-01

**LIGHTING PLAN**

SHEET NO.  
12

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



SANDY SANSING CHEVROLET

ENTERPRISE TRUCK RENTAL

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

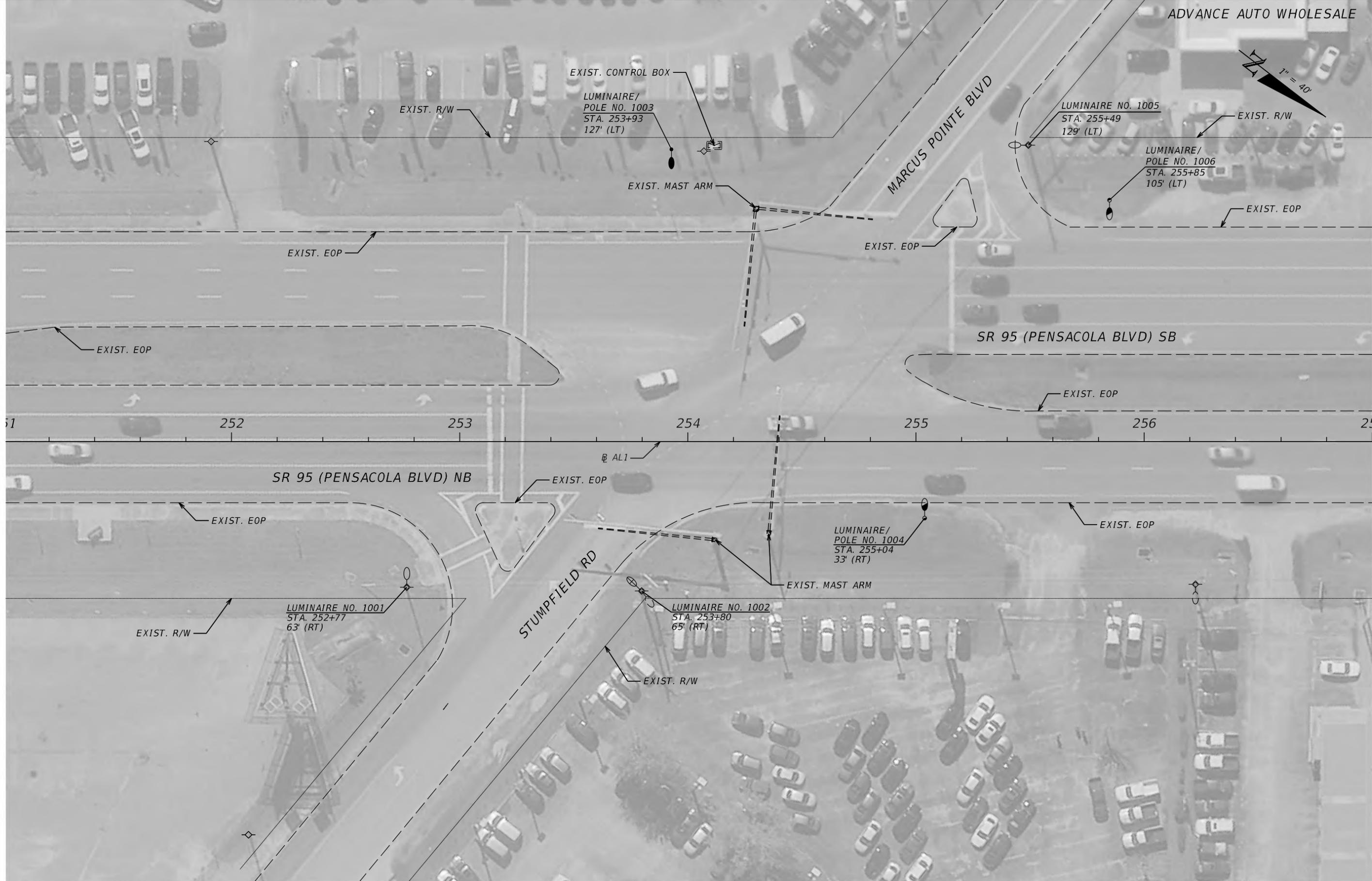
JAWARA JARRETT, P.E.  
 P.E. LICENSE NUMBER 87378  
 JACOBS ENGINEERING GROUP INC.  
 3606 MACLAY BLVD SOUTH, SUITE 201  
 TALLAHASSEE, FL 32312

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 95	ESCAMBIA	446034-2-58-01

**LIGHTING PLAN**

SHEET NO.  
**13**

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



ADVANCE AUTO WHOLESALE



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

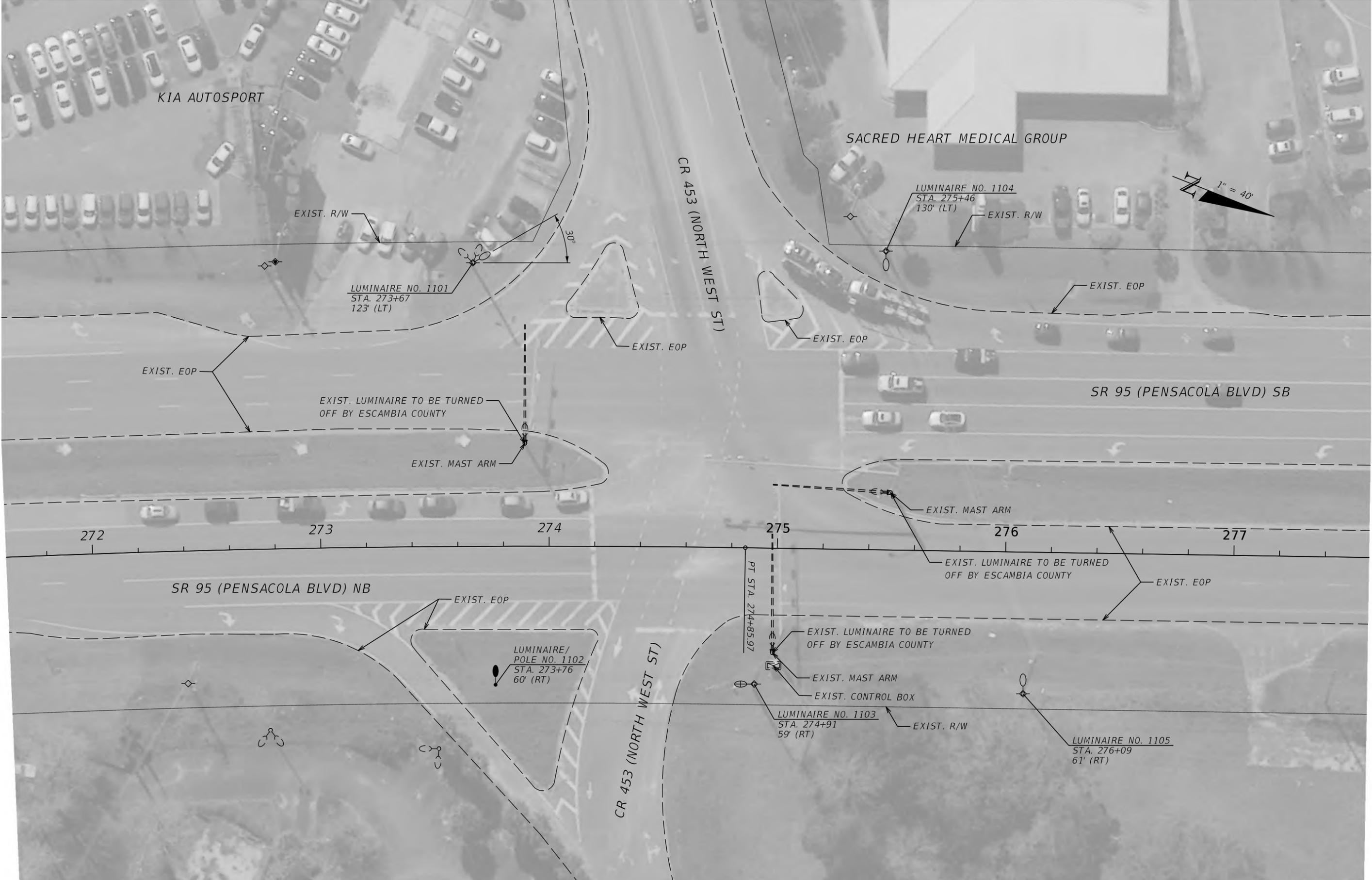
JAWARA JARRETT, P.E.  
P.E. LICENSE NUMBER 87378  
JACOBS ENGINEERING GROUP INC.  
3606 MACLAY BLVD SOUTH, SUITE 201  
TALLAHASSEE, FL 32312

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 95	ESCAMBIA	446034-2-58-01

**LIGHTING PLAN**

SHEET NO.  
14

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

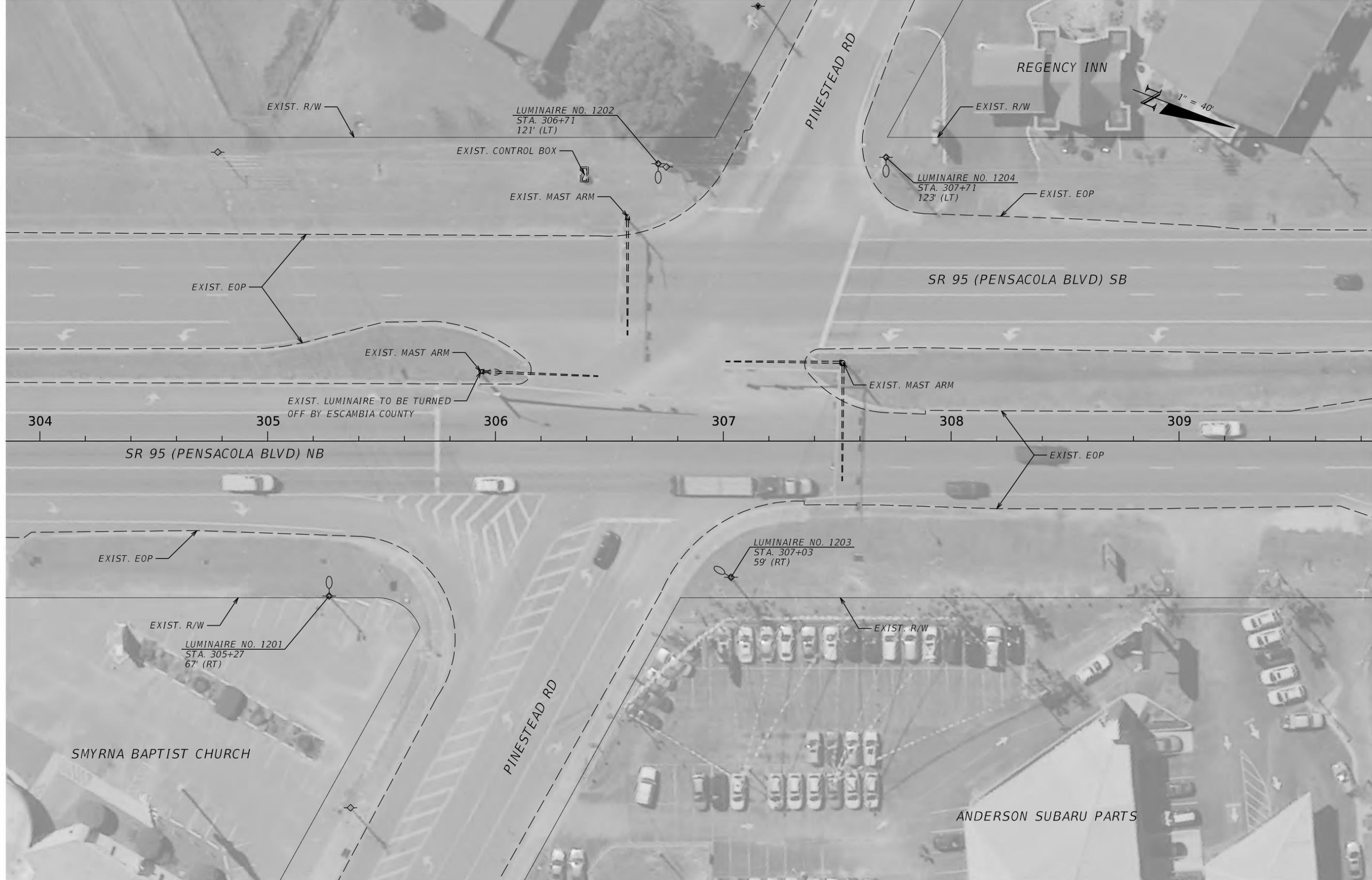
JAWARA JARRETT, P.E.  
P.E. LICENSE NUMBER 87378  
JACOBS ENGINEERING GROUP INC.  
3606 MACLAY BLVD SOUTH, SUITE 201  
TALLAHASSEE, FL 32312

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 95	ESCAMBIA	446034-2-58-01

**LIGHTING PLAN**

SHEET NO.  
**15**

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JAWARA JARRETT, P.E.  
 P.E. LICENSE NUMBER 87378  
 JACOBS ENGINEERING GROUP INC.  
 3606 MACLAY BLVD SOUTH, SUITE 201  
 TALLAHASSEE, FL 32312

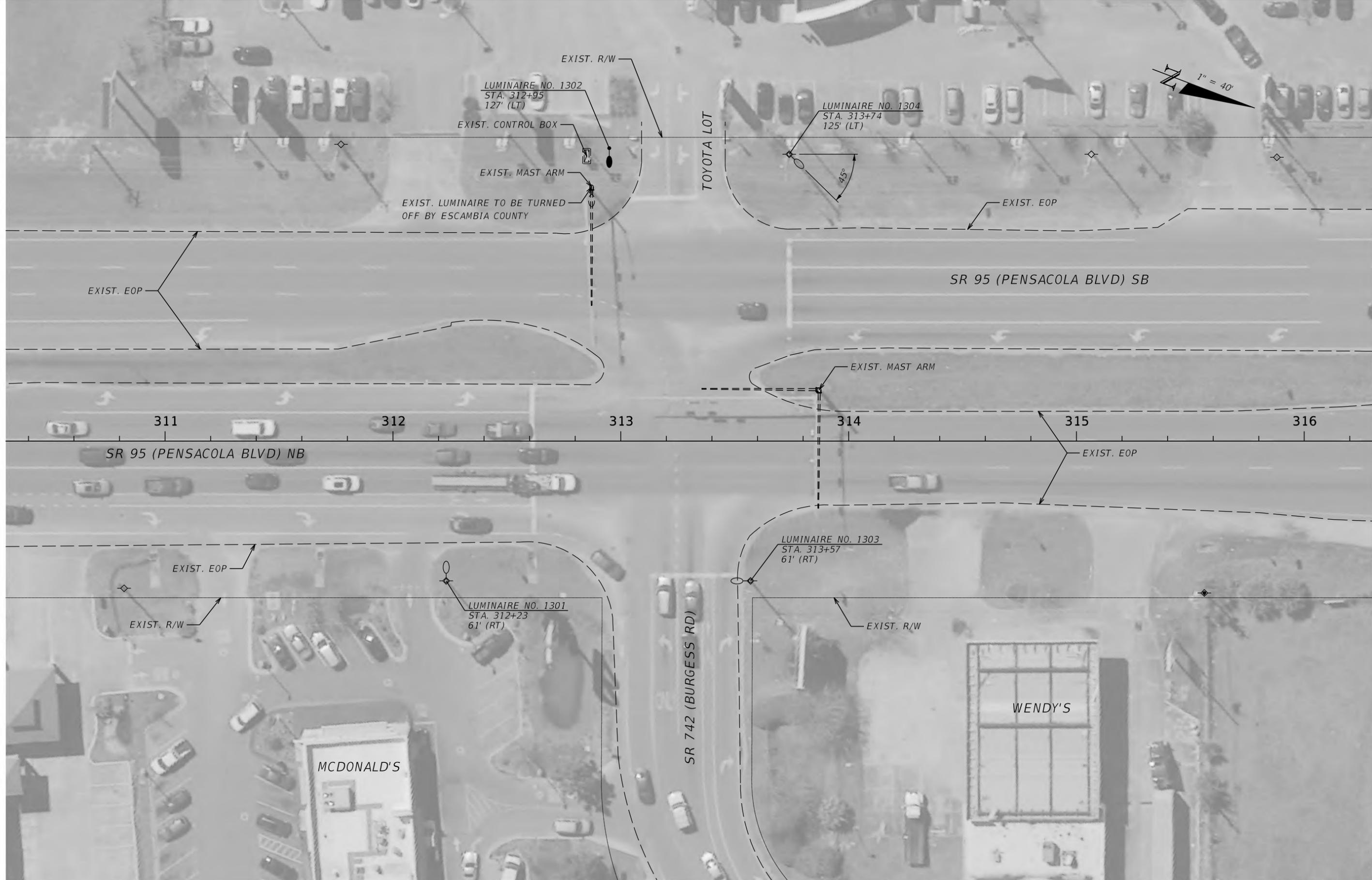
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 95	ESCAMBIA	446034-2-58-01

**LIGHTING PLAN**

SHEET NO.  
16

**187**

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



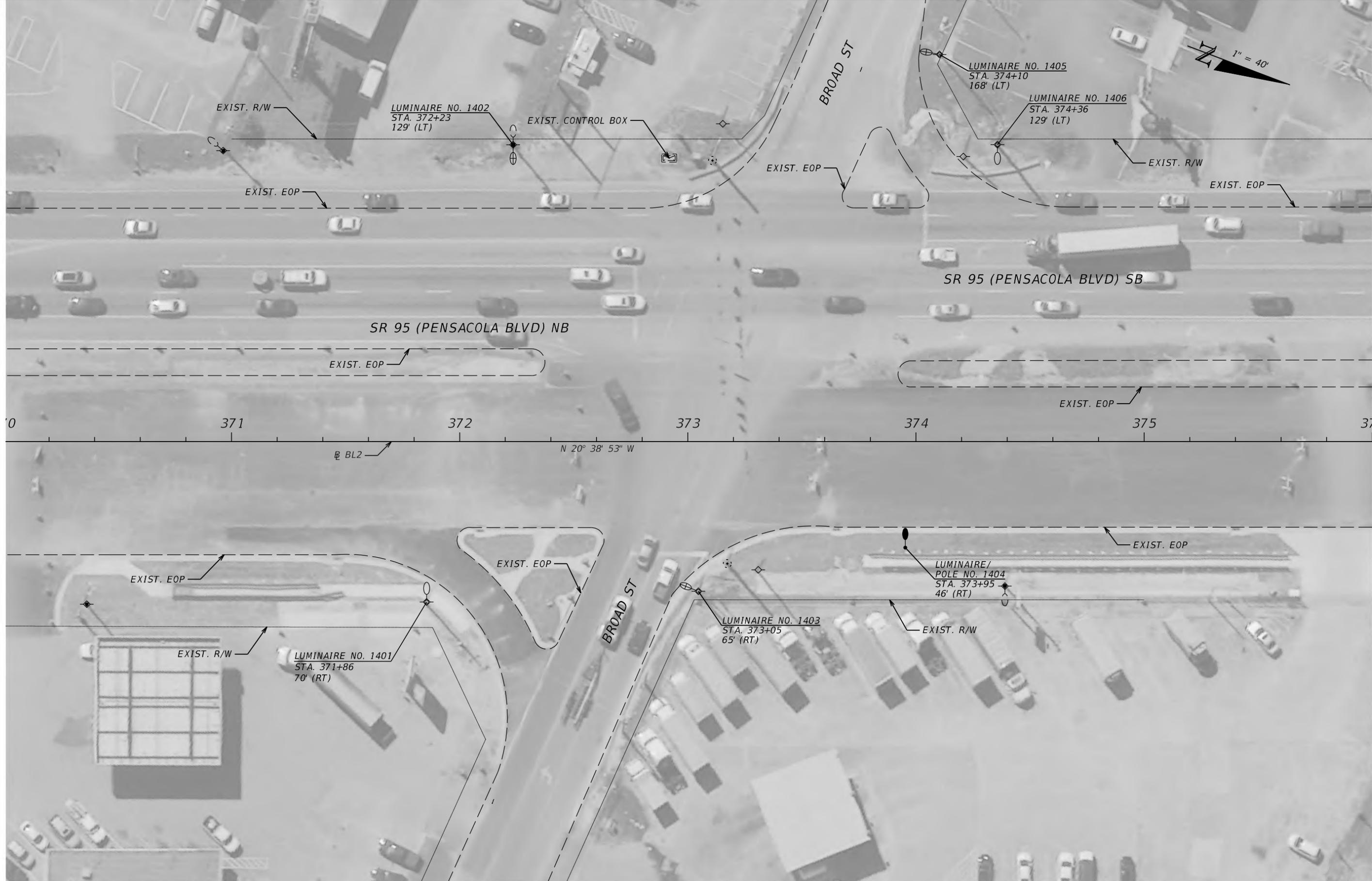
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JAWARA JARRETT, P.E.  
P.E. LICENSE NUMBER 87378  
JACOBS ENGINEERING GROUP INC.  
3606 MACLAY BLVD SOUTH, SUITE 201  
TALLAHASSEE, FL 32312

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 95	ESCAMBIA	446034-2-58-01

**LIGHTING PLAN**

SHEET NO.  
17



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

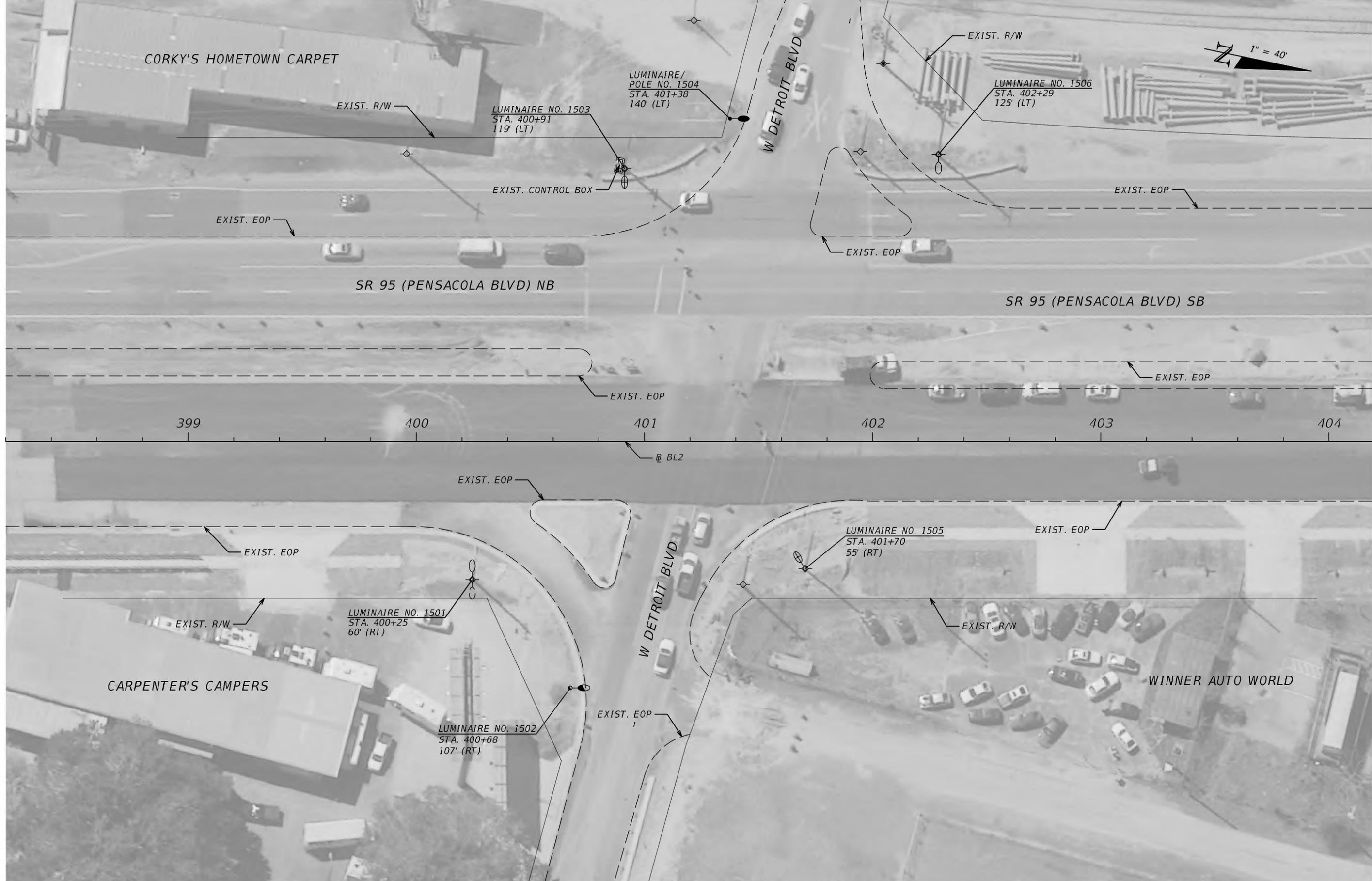
JAWARA JARRETT, P.E.  
P.E. LICENSE NUMBER 87378  
JACOBS ENGINEERING GROUP INC.  
3606 MACLAY BLVD SOUTH, SUITE 201  
TALLAHASSEE, FL 32312

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 95	ESCAMBIA	446034-2-58-01

**LIGHTING PLAN**

SHEET NO.  
18

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JAWARA JARRETT, P.E.  
P.E. LICENSE NUMBER 87378  
JACOBS ENGINEERING GROUP INC.  
3606 MACLAY BLVD SOUTH, SUITE 201  
TALLAHASSEE, FL 32312

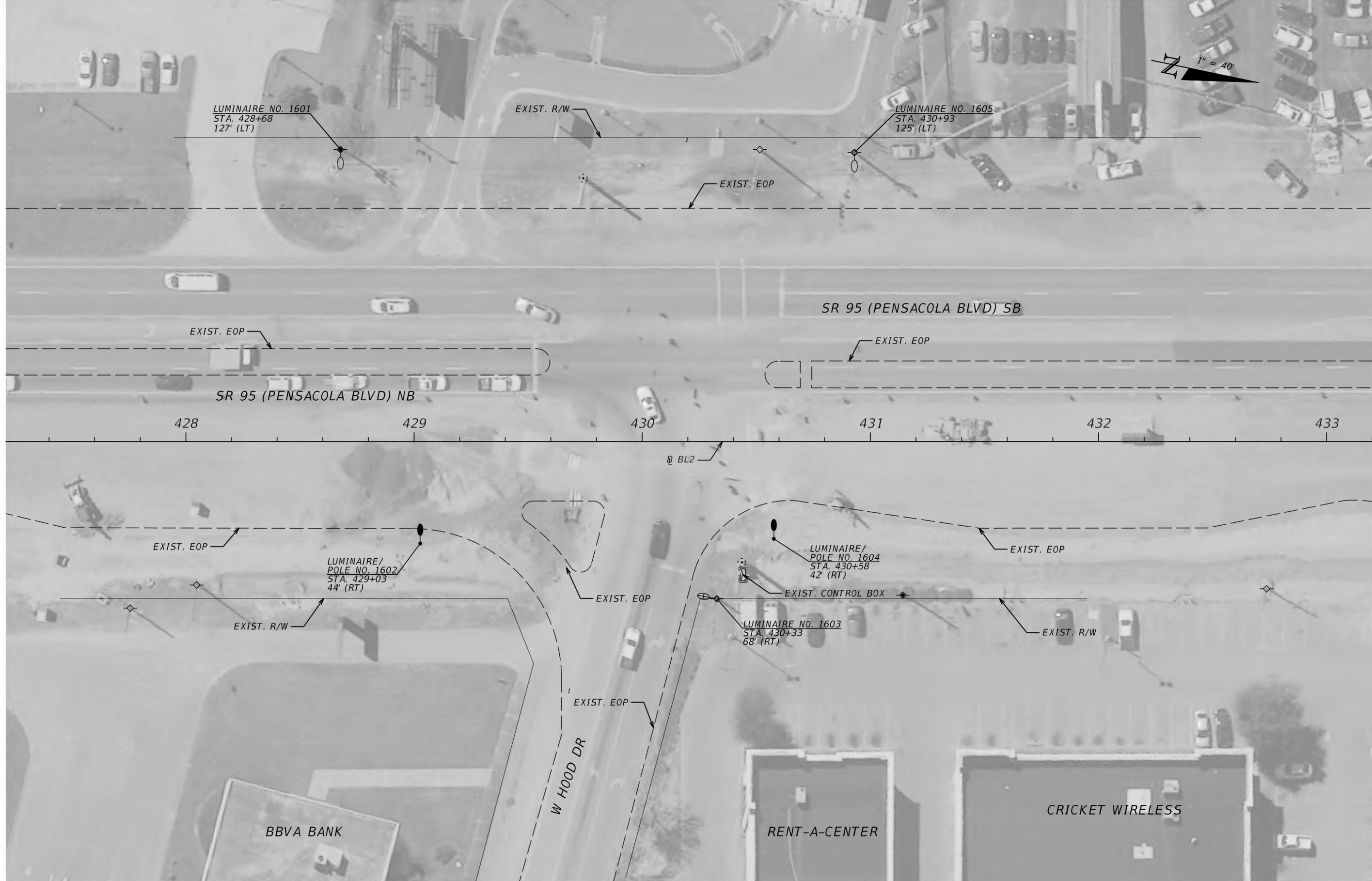
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 95	ESCAMBIA	446034-2-58-01

**LIGHTING PLAN**

SHEET NO.  
19

190

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JAWARA JARRETT, P.E.  
P.E. LICENSE NUMBER 87378  
JACOBS ENGINEERING GROUP INC.  
3606 MACLAY BLVD SOUTH, SUITE 201  
TALLAHASSEE, FL 32312

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 95	ESCAMBIA	446034-2-58-01

**LIGHTING PLAN**

SHEET NO.  
**20**

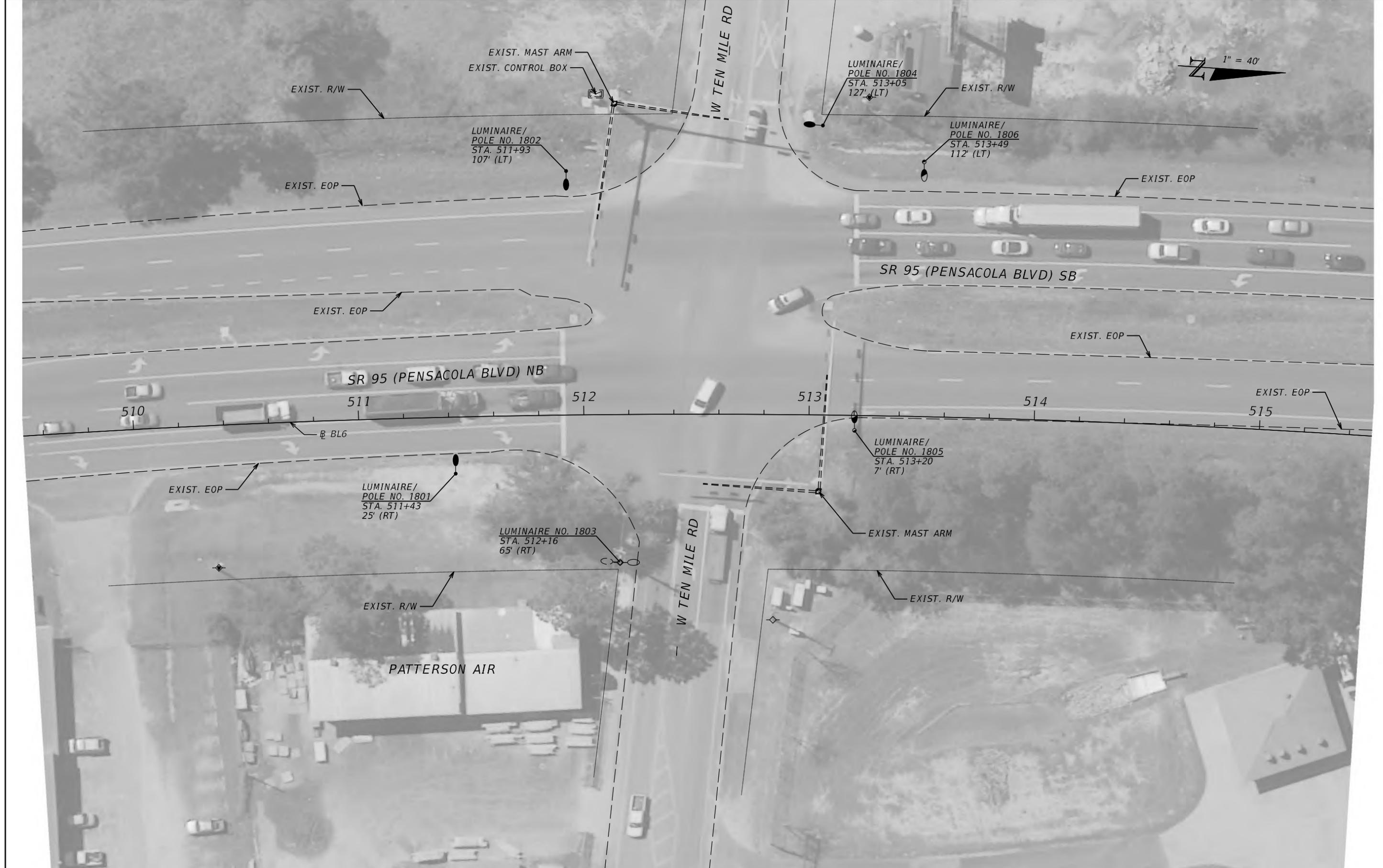
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



NAPA AUTO CARE CENTER

SHEAR ILLUSIONS SALON

REVISIONS				JAWARA JARRETT, P.E. P.E. LICENSE NUMBER 87378 JACOBS ENGINEERING GROUP INC. 3606 MACLAY BLVD SOUTH, SUITE 201 TALLAHASSEE, FL 32312	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.  <b>LIGHTING PLAN</b>  21
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					SR 95	ESCAMBIA	446034-2-58-01	



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JAWARA JARRETT, P.E.  
P.E. LICENSE NUMBER 87378  
JACOBS ENGINEERING GROUP INC.  
3606 MACLAY BLVD SOUTH, SUITE 201  
TALLAHASSEE, FL 32312

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 95	ESCAMBIA	446034-2-58-01

**LIGHTING PLAN**

SHEET NO.  
22

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JAWARA JARRETT, P.E.  
P.E. LICENSE NUMBER 87378  
JACOBS ENGINEERING GROUP INC.  
3606 MACLAY BLVD SOUTH, SUITE 201  
TALLAHASSEE, FL 32312

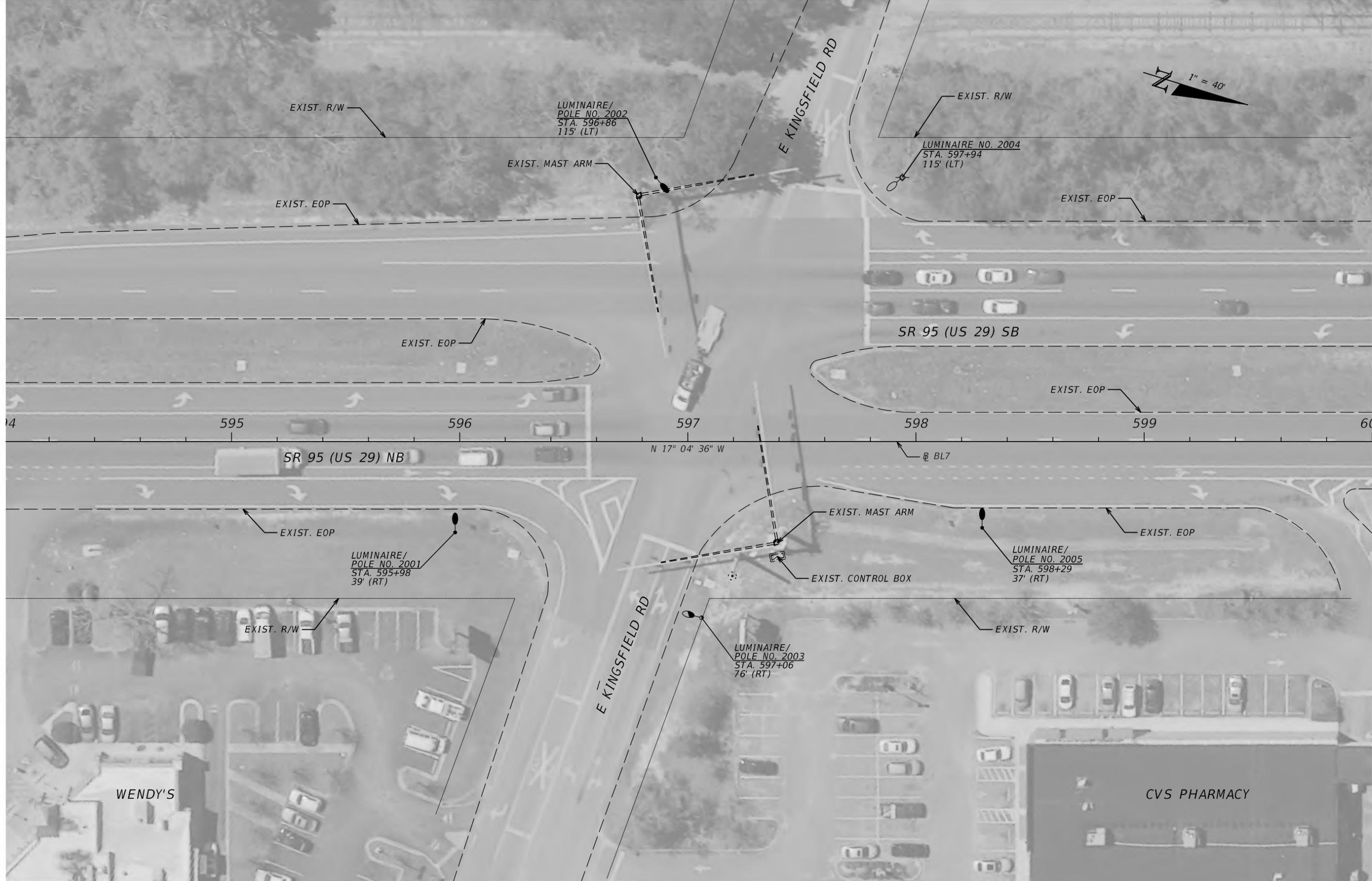
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 95	ESCAMBIA	446034-2-58-01

**LIGHTING PLAN**

SHEET NO.  
**23**

**194**

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

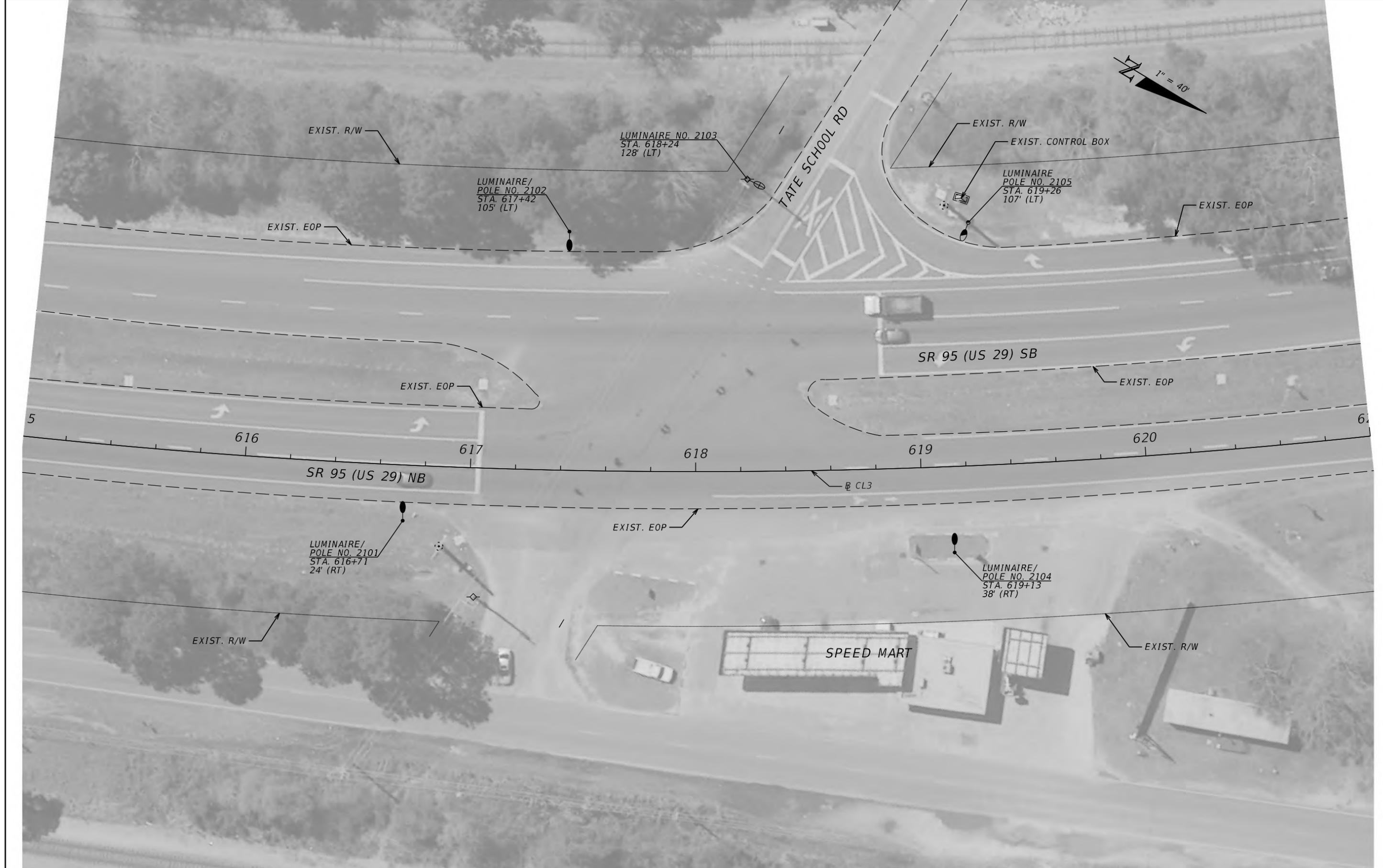
JAWARA JARRETT, P.E.  
P.E. LICENSE NUMBER 87378  
JACOBS ENGINEERING GROUP INC.  
3606 MACLAY BLVD SOUTH, SUITE 201  
TALLAHASSEE, FL 32312

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 95	ESCAMBIA	446034-2-58-01

LIGHTING PLAN

SHEET NO.  
24

195



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

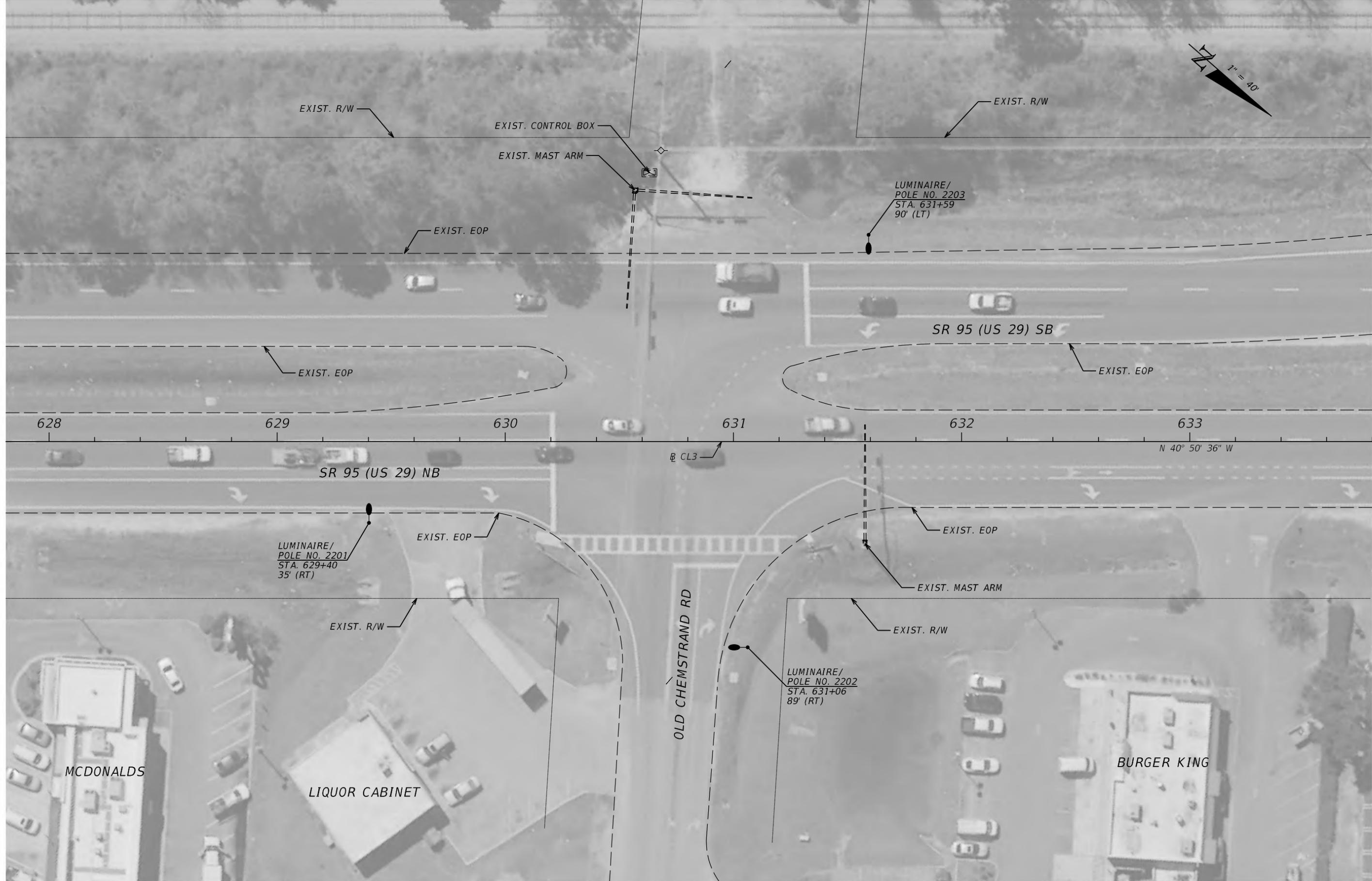
JAWARA JARRETT, P.E.  
P.E. LICENSE NUMBER 87378  
JACOBS ENGINEERING GROUP INC.  
3606 MACLAY BLVD SOUTH, SUITE 201  
TALLAHASSEE, FL 32312

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 95	ESCAMBIA	446034-2-58-01

**LIGHTING PLAN**

SHEET NO.  
25

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JAWARA JARRETT, P.E.  
P.E. LICENSE NUMBER 87378  
JACOBS ENGINEERING GROUP INC.  
3606 MACLAY BLVD SOUTH, SUITE 201  
TALLAHASSEE, FL 32312

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 95	ESCAMBIA	446034-2-58-01

LIGHTING PLAN

SHEET NO.  
26

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 22-00385

City Council

5/12/2022

---

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Council Member Casey Jones

**SUBJECT:**

DR. MARTIN LUTHER KING, JR., PLAZA PARK - OUTDOOR RESTROOMS PROJECT

**RECOMMENDATION:**

That City Council authorize the Mayor to transfer funds within the American Rescue Plan Act (ARPA) Fund to provide funding for expenses related to the construction of outdoor restrooms located at Dr. Martin Luther King, Jr. Plaza Park.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Downtown Improvement Board is requesting to enter into an agreement with the City of Pensacola to construct two outdoor restrooms facilities. One would be on the north side of Dr. Martin Luther King, Jr. Plaza Park and a second one on the south side of Dr. Martin Luther King, Jr. Plaza Park. Downtown Improvement Board will fund up to 50% of the total construction cost of \$422,950. Upon approval of transferring of funds an agreement will be brought to Council for approval.

**PRIOR ACTION:**

June 17, 2021 - City Council appropriated funding in relation to ARPA for the recovery of revenue loss, grant compliance and administration and facility improvements.

July 15, 2021 - City Council appropriated funding in relation to ARPA for premium pay and employee vaccination incentive pay.

August 12, 2021 - City Council appropriated funding in relation to ARPA for the design and construction of the skateboard park at the Hollice T. Williams Park.

August 12, 2021 - City Council appropriated funding in relation to ARPA for Stormwater, Drainage, and Sewer Abatement and Citizen Assistance.

November 18, 2021 - City Council appropriated funding in relation to premium pay for City employees.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Upon approval by City Council funding in the amount of \$225,000 will be transferred from potential acquisition of property located at 5450 Scenic Highway to be used for costs associated with Dr. Martin Luther King, Jr., - Outdoor Restroom Project.

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

4/18/2022

**STAFF CONTACT:**

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

**ATTACHMENTS:**

None

**PRESENTATION:** No



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 22-00433

City Council

5/12/2022

---

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Ann Hill

**SUBJECT:**

FUNDING NINE (9) PUBLIC DAY USE SLOTS AT BAYLEN SLIP

**RECOMMENDATION:**

That City Council fund nine (9) public day use slots at Baylen Slip using \$127,000 from the Marina line item. Further, that City Council adopt a supplemental budget resolution shifting funding from the Marina line item to a newly created Baylen Slip line item.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On November 18, 2021 City Council was presented with a lease with Gulf Marine Construction, Inc. for the redevelopment of upland and submerged real property located in the Baylen Slip inland waterway directly south of the Harbourview on the Bay building at 25 West Cedar Street.

However, that item was not approved by City Council due to inadequate public spaces being offered with that proposal which only included two (2) public day use slots. This item will shift funding from the ARPA Marina line item to a newly created Baylen Slip line item and will enable the creation of nine (9) public use day slots at Baylen Slip.

**PRIOR ACTION:**

July 15, 2021 - City Council approved the publication of the notice for disposition via lease for the subject property

November 18, 2021 - The recommendation to approve a lease with Gulf Marine Construction, Inc. was not approved by City Council

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Adoption of the Supplemental Budget Resolution will shift the remaining funds of \$127,000 for the Marina within the ARPA Fund to the Baylen Slip project to fund the additional nine (9) public day use slots.

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 2022-050
- 2) Supplemental Budget Explanation No. 2022-050

**PRESENTATION:** No

**RESOLUTION  
NO. 2022-050**

A RESOLUTION  
TO BE ENTITLED:

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

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

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

<b>A. AMERICAN RESCUE PLAN FUND</b>		
As Reads	Operating Expenses	2,198,904
Amended		
To Read:	Operating Expenses	2,071,904
As Reads	Capital Outlay	5,831,538
Amended		
To Read:	Capital Outlay	5,958,538

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

**MAY 2022 - SUPPLEMENTAL BUDGET RESOLUTION - AMERICAN RESCUE PLAN ACT (ARPA) FUNDS & ADDITIONAL SLOTS AT BAYLEN SLIP - RES NO. 2022-050**

<u>FUND</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
<b>AMERICAN RESCUE PLAN FUND</b>		
Appropriations		
Operating Expenses	(127,000)	Decrease appropriation for Operating Expenses - Day Marina
Capital Outlay	<u>127,000</u>	Increase appropriation for Capital Outlay - Baylen Slip
Total Appropriations	<u><u>0</u></u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 2022-050

City Council

5/12/2022

---

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Ann Hill

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-050 - BAYLEN SLIP - NINE (9) PUBLIC DAY USE SLOTS

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 2022-050

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

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On November 18, 2021 City Council was presented with a lease with Gulf Marine Construction, Inc. for the redevelopment of upland and submerged real property located in the Baylen Slip inland waterway directly south of the Harbourview on the Bay building at 25 West Cedar Street.

However, that item was not approved by City Council due to inadequate public spaces being offered with that proposal which only included two (2) public day use slots. This item will shift funding from the ARPA Marina line item to a newly created Baylen Slip line item and will enable the creation of nine (9) public use day slots at Baylen Slip.

**PRIOR ACTION:**

July 15, 2021 - City Council approved the publication of the notice for disposition via lease for the subject property

November 18, 2021 - The recommendation to approve a lease with Gulf Marine Construction, Inc. was not approved by City Council

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Adoption of the Supplemental Budget Resolution will shift the remaining funds of \$127,000 for the Marina within the ARPA Fund to the Baylen Slip project to fund the additional nine (9) public day use slots.

**STAFF CONTACT:**

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 2022-050
- 2) Supplemental Budget Explanation No. 2022-050

**PRESENTATION:** No

**RESOLUTION  
NO. 2022-050**

A RESOLUTION  
TO BE ENTITLED:

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

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

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

**A. AMERICAN RESCUE PLAN FUND**

As Reads	Operating Expenses	2,198,904
Amended		
To Read:	Operating Expenses	2,071,904
As Reads	Capital Outlay	5,831,538
Amended		
To Read:	Capital Outlay	5,958,538

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**

**MAY 2022 - SUPPLEMENTAL BUDGET RESOLUTION - AMERICAN RESCUE PLAN ACT (ARPA) FUNDS & ADDITIONAL SLOTS AT BAYLEN SLIP - RES NO. 2022-050**

FUND	AMOUNT	DESCRIPTION
<b>AMERICAN RESCUE PLAN FUND</b>		
Appropriations		
Operating Expenses	(127,000)	Decrease appropriation for Operating Expenses - Day Marina
Capital Outlay	<u>127,000</u>	Increase appropriation for Capital Outlay - Baylen Slip
Total Appropriations	<u><u>0</u></u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 22-00436

City Council

5/12/2022

---

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Member Sherri Myers

**SUBJECT:**

APPROPRIATION OF TREE MITIGATION FEES FOR CALIBER CARWASH DEVELOPMENT (2660 CREIGHTON ROAD) FOR REFORESTATION ALONG CARPENTER CREEK

**RECOMMENDATION:**

That City Council appropriate the \$10,000 within the Tree Planting Trust Fund from Caliber Carwash (2660 Creighton Road) development for reforestation along Carpenter Creek. Further that City Council adopt a supplemental budget resolution appropriating these funds.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

In accordance with City Code, a \$10,000 tree mitigation fee for tree removal at 2660 Creighton Road for the Caliber Carwash development was paid and placed within the Tree Planting Trust Fund.

This item seeks to appropriate that \$10,000 for reforestation along Carpenter Creek.

Recently a number of trees were lost at the Waterford at Creekside Senior Living Facility. With this item, the goal of the Tree Trust Fund and mitigation will be achieved with a reforestation effort along Carpenter Creek.

**PRIOR ACTION:**

January 20, 2022 - City Council held a discussion regarding tree removal on property located at 2660 Creighton Road pertaining to the Caliber Carwash development.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The appropriation of the \$10,000 mitigation fees paid for this development will provide funding for reforestation along Carpenter Creek. Adoption of the supplemental budget resolution will appropriate

the funds for this project.

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 2022-051
- 2) Supplemental Budget Explanation No. 2022-051

**PRESENTATION:** No

**RESOLUTION  
NO. 2022-051**

A RESOLUTION  
TO BE ENTITLED:

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

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

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

**A. TREE PLANTING TRUST FUND - GENERAL FUND**

To:	Tree Planting Trust Fund	10,000
As Reads	Operating Expenses	574,546
Amended		
To Read:	Operating Expenses	584,546

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**

**MAY 2022 - SUPPLEMENTAL BUDGET RESOLUTION - CALIBER CARWASH - RES NO. 2022-051**

<u>FUND</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
<b>TREE PLANTING TRUST FUND - GENERAL FUND</b>		
Estimated Revenues		
Tree Planting Trust Fund	10,000	Appropriate estimated revenue from Tree Planting Trust Fund
Total Revenues	<u>10,000</u>	
Appropriations		
Operating Expenses	<u>10,000</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>10,000</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 2022-051

City Council

5/12/2022

---

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Member Sherri Myers

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-051 - REFORESTATION OF CARPENTER CREEK

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 2022-051.

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

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

In accordance with City Code, a \$10,000 tree mitigation fee for tree removal at 2660 Creighton Road for the Caliber Carwash development was paid and placed within the Tree Planting Trust Fund.

This item seeks to appropriate that \$10,000 for reforestation along Carpenter Creek.

Recently a number of trees were lost at the Waterford at Creekside Senior Living Facility. With this item, the goal of the Tree Trust Fund and mitigation will be achieved with a reforestation effort along Carpenter Creek.

**PRIOR ACTION:**

January 20, 2022 - City Council held a discussion regarding tree removal on property located at 2660 Creighton Road pertaining to the Caliber Carwash development.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The appropriation of the \$10,000 mitigation fees for this development will provide funding for reforestation along Carpenter Creek. Adoption of the supplemental budget resolution will appropriate the funds for this project.

**STAFF CONTACT:**

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 2022-051
- 2) Supplemental Budget Explanation No. 2022-051

**PRESENTATION:** No

**RESOLUTION  
NO. 2022-051**

A RESOLUTION  
TO BE ENTITLED:

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

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

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

**A. TREE PLANTING TRUST FUND - GENERAL FUND**

To:	Tree Planting Trust Fund	10,000
As Reads	Operating Expenses	574,546
Amended		
To Read:	Operating Expenses	584,546

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**

**MAY 2022 - SUPPLEMENTAL BUDGET RESOLUTION - CALIBER CARWASH - RES NO. 2022-051**

<u>FUND</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
<b>TREE PLANTING TRUST FUND - GENERAL FUND</b>		
Estimated Revenues		
Tree Planting Trust Fund	10,000	Appropriate estimated revenue from Tree Planting Trust Fund
Total Revenues	<u>10,000</u>	
Appropriations		
Operating Expenses	<u>10,000</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>10,000</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 22-00434

City Council

5/12/2022

---

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Ann Hill

**SUBJECT:**

CITY COUNCIL RULES AND PROCEDURES PROPOSED AMENDMENTS

**RECOMMENDATION:**

That City Council approve and adopt the proposed amendments to the City Council Rules and Procedures.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On April 25, 2022, City Council held a workshop to discuss City Council's Rules and Procedures. The intent of this workshop was to discuss and clarify a couple of issues that had arisen at previous meetings.

The following Sections are proposed to be amended based on the workshop discussion:

Section 1.06  
Section 1.07  
Section 2.01  
Section 2.04  
Section 2.05

Once fully approved, a final draft will be completed, the document will be distributed and the new document placed on the City's webpage.

**PRIOR ACTION:**

April 25, 2022 - City Council held a workshop to discuss their Rules and Procedures.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

N/A

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) City Council Rules and Procedures - Proposed Amendments 5.12.22

**PRESENTATION:** No

CITY OF PENSACOLA

---

CITY COUNCIL

RULES AND PROCEDURES

---

*“The City Council shall determine its own rules of procedure and order of business....”*  
City Charter 4.03(b)

Adopted June 13, 2013  
Revised January 15, 2015  
Revised September 17, 2015  
Revised June 16, 2016  
Revised October 8, 2020

## Table of Contents

<b>Article I. Council Meetings</b> .....	4
Section 1.01 Regular Meetings .....	4
Section 1.02 Leroy Boyd Fora.....	4
Section 1.03 Special Meetings .....	4
Section 1.04 Workshops .....	4
Section 1.05 President as Presiding Officer .....	5
Section 1.06 Order of Business.....	6
(a) Regular Meetings .....	6
(b) Special Meetings.....	7
(c) Workshops .....	7
(d) Quasi-Judicial Hearings .....	7
(e) Flexibility of Agenda .....	7
Section 1.07 Presentation of Agenda Items .....	7
Section 1.08 Public Input on Agenda Items .....	8
Section 1.09 Council Member Input .....	8
Section 1.10 Voting and Quorum .....	8
Section 1.11 Parliamentary Procedure.....	9
Section 1.12 Postponing an Item .....	9
Section 1.13 Ending Debate.....	9
Section 1.14 Reconsideration .....	9
<b>Article II. Agendas</b> .....	9
Section 2.01 Submission of Items .....	9
Section 2.02 Council Memoranda .....	10
(a) Legislative Action Items .....	10
(b) Presentations .....	10
(c) Council Discussion Items and Administrative Items .....	11
Section 2.03 Preliminary Agenda Preparation.....	11

Section 2.04	Agenda Conference - General.....	11
Section 2.05	Agenda Conference – Order of Business.....	12
Section 2.06	Agenda Conference – Approval of Final Agenda .....	12
Section 2.07	Consent Agenda.....	12
Section 2.08	“Add-On” Items.....	13
Section 2.09	Presentations .....	13
Section 2.10	Suspension of the Rules .....	13
<b>Article III. Elections and Appointments by Council</b>	.....	<b>14</b>
Section 3.01	Election of Officers .....	14
Section 3.02	Council Vacancies.....	14
Section 3.03	Council Appointments .....	14
Section 3.04	Council Established Boards .....	15
<b>Article IV. Code of Ethics</b>	.....	<b>15</b>
Section 4.01	Financial Dealings with the City.....	15
Section 4.02	Travel and Training for City Business.....	16
Section 4.03	Voting Conflicts .....	16
Section 4.04	City Council Inquiries and Investigations.....	16

## **Article I. Council Meetings**

### **Section 1.01 Regular Meetings**

Regular meetings of the City Council shall be held at least once each month beginning at 5:30 p.m. in the Council's Chamber, City Hall, First Floor, 222 West Main Street, Pensacola, Florida, or at such other temporary location selected by the President as may be required should its Chamber be unavailable. The Council shall generally adopt its regular meeting schedule for the following calendar year at a regular meeting held in December of each year. The Council may reschedule or cancel meetings so long as at least one noticed, regular meeting occurs each month. No scheduled meeting shall be rescheduled without a majority vote of the existing membership of Council, except in cases of emergency or extreme hardship.

### **Section 1.02 Leroy Boyd Fora**

For a period not to exceed one-half hour near the beginning of each regular Council meeting, and again at some point near the conclusion of regular Council business during each regular Council meeting, the Council shall invite public comment upon any subject not on the agenda unless waived by a majority of the existing membership of Council. Public comment shall be limited to three (3) minutes per speaker. The time limit for public input may be reduced in the President's discretion to accommodate a larger number of speakers. A speaker's time may not be given to another.

### **Section 1.03 Special Meetings**

Special meetings may be held as provided in the City Charter, and shall be held in the Council's Chambers, or at such other location within the City of Pensacola as may be specified by the President and set forth in the notice of meeting. When practicable, seventy-two hours' notice of the meeting shall be given to the Council Members and the media by email. The matters to be considered in the special meeting shall be included in the notice of meeting. No action unrelated to the noticed matters shall be taken.

### **Section 1.04 Workshops**

Council workshops may be held as necessary to allow Council members to informally discuss matters of concern or interest. Workshops shall be held in the Hagler-Mason Conference Room, 222 West Main Street, Second Floor, City Hall, Pensacola, Florida, or at such other location as may be selected by the Council or the President. Any topic may be referred to a workshop by the President, from an agenda conference, a Council meeting or a workshop by affirmative vote of a majority of the Council members present either specifying the date or leaving the date to the discretion of the President.

The matters to be considered shall be included in the notice of the workshop. No other matters shall be considered without the consent of a majority of the existing membership of Council. When practicable, seventy-two hours' notice of the workshop shall be given to the members and the media by email. No formal or binding action by the City Council may be taken in a workshop. Unofficial "straw votes" may be taken to determine a non-binding consensus on any matter. Public input may be allowed or denied during a workshop as shall be determined, and as may be revised, by the Council during the workshop. Unless imposed by majority vote of members present, the only limitation upon the number of times, or the duration, of a member's comments on a subject shall be at the discretion of the chair, exercised in a manner to permit all members to contribute within the time allotted.

The President shall initially preside over the workshop, but the first order of business after the roll call, shall be the selection of a member to chair the workshop, by consensus or motion. The president shall chair if no alternate selection is made. It is the intent of the Council that a member calling forth the topic for the workshop or particularly interested in the topic should chair the meeting. If more than one topic is to be discussed, the Council may, but shall not be required to select a separate chair for each topic.

#### **Section 1.05            President as Presiding Officer**

The President shall preside at every meeting or conference of the Council and have equal participation. The President will not be required to relinquish the chair when making motions and seconds or during debate. At the hour appointed, the President shall call the Council to order and, for a regular or special meeting determine whether a quorum is present. The President shall sign all ordinances, resolutions, subpoenas, or other writs ordered by the Council.

The President shall preserve order, speak to points of order, and decide all questions of order raised subject to appeal to the Council by any member. On appeal, no member may speak more than once and no more than one (1) minute. An appeal is settled by a majority plus one vote of the members present for or against the question "Shall the decision of the President be sustained." If not sustained, then the President shall make an alternate ruling subject to appeal to the Council by any member. In so doing the President shall attempt to ensure that matters are considered individually and in an orderly fashion, that members have a reasonable opportunity to express their views on matters before the Council and to respond to the views of others on that same matter, but not to the point of redundancy or personal attack. The President shall have control of the Council Chamber or meeting room and the connecting halls and corridors, and in case of disturbance or disorderly conduct cause the same to be cleared.

Other duties of the President include:

- (a) Monitoring preparation of agenda and ultimate approval of scheduling of agenda items as elsewhere provided in these rules;
- (b) Annual evaluation of Council Executive and any other Council staff reporting directly to the Council;
- (c) Execution of City Council Minutes to evidence approval by the Council; and
- (d) Any other matter directed by Council.

The Vice President shall exercise all duties of the President during the President's absence or disability and shall assume the Chair at the request of the President. In the event of the absence or disability of both the President and Vice President, not constituting a vacancy in either office, the Council may, but shall not be required to, elect one of its members Interim President until one of those officers returns to serve.

## **Section 1.06      Order of Business**

### **(a) Regular Meetings**

The order of business during regular Council meetings shall be:

- 1) Call to Order, Roll Call and Determination of Quorum.
- 2) Invocation and Pledge of Allegiance.
- 3) Rules of Decorum.
- 4) First LeRoy Boyd Forum.
- 5) Awards.
- 6) Approval of Minutes.
- 7) Approval of Agenda.
  - a. Call for transfer of any consent item to regular agenda.
  - b. Call for reordering of items.
  - c. Vote on Agenda
- 8) Consent Agenda.
  - a. Presentation of remaining consent agenda items.
  - b. Vote on consent agenda.
- 9) Regular Agenda.
- 10) Council Executive Report.
- 11) Mayor's Communication.
- 12) Council Communications and Civic Announcements.
- 13) ~~Civic Announcements.~~

- 14) Second Leroy Boyd Forum.
- 15) Adjournment.

### **(b) Special Meetings**

The order of business during special Council meetings shall be:

- 1) Call to Order, Roll Call and Determination of Quorum.
- 2) Pledge of Allegiance.
- 3) Noticed Business in Agenda Order.
- 4) Adjournment.

### **(c) Workshops**

- 1) Call to Order and Roll Call.
- 2) Selection of Chair.
- 3) Determination of Public Input.
- 4) Noticed Business.
- 5) Adjournment.

### **(d) Quasi-Judicial Hearings**

### **(e) Flexibility of Agenda**

At the time appointed for Approval of the Agenda, the Council may reorder the agenda items. The designation of an item marked for discussion in a regular meeting shall not prohibit the Council from taking action on that item if the Council determines to do so after discussion.

### **Section 1.07 Presentation of Agenda Items**

For each agenda item in turn, the President shall recognize initially the sponsor of the item or a City Administration or City Council staff member designated by the sponsor, to allow for the item to be introduced; this shall occur at the Agenda Conference. At the regular meeting of the City Council, no item can be discussed prior to obtaining a motion to move the item forward and a second. Once a motion and second has been obtained, the President shall recognize the sponsor of the item who shall have the first opportunity to speak to the item, if so desired. This initial opportunity afforded the sponsor shall not exceed two (2) minutes in length and ~~The sponsor's presentation shall not be included in the limitations upon Council member input imposed by these rules. If an item does not receive a motion and/or second, that item is not open to debate and no discussion may take place.~~ The Council President shall move to the next item.

### **Section 1.08 Public Input on Agenda Items**

A member of the public may address any action or discussion item on a Council meeting agenda by delivering a speaker's card to the City Clerk at the meeting prior to the end of consideration by Council, or in a public hearing required by law or designated as such by the Council prior to the closing of the hearing. All comments shall be directed to the President who has it within his/her purview to allow a citizen to speak directly to a Council member. No Council member shall address a member of the public without permission from the President. Public input shall be limited to three (3) minutes per speaker and must be germane to the item under consideration, in the opinion of the President. In order to accommodate a larger number of speakers, the time limit for public input may be reduced in the President's discretion. A speaker's time may not be given to another. Public input on a particular agenda item shall be received during Council consideration of that item at a time recognized by the President. After public input is concluded, it may not be reopened without consent of the Council. In the interests of time and orderly deliberation, unless prohibited by law the Council reserves the right to deny public input on any item at any time except a public hearing, required by law. Conversely, the Council may choose to permit public input at any time.

### **Section 1.09 Council Member Input**

For any item or subject, Council members shall have a total of three (3) opportunities to speak and shall limit each opportunity to three (3) minutes. Members shall speak no more than once so long as any member who has not spoken desires to speak. So long as a member does not object, the President may choose not to enforce these limitations. These limitations may be waived or suspended for a time certain by majority vote of the existing membership of the Council. The requirements of this section shall not apply to workshops.

### **Section 1.10 Voting and Quorum**

The vote or abstention of each Council member present shall be recorded in the minutes of the meeting. Voting shall ordinarily be made by electronic tally device, but upon approval of a majority of the existing members of Council, voting may be by paper ballot or roll call. As provided in the Charter, and subject to limited exceptions expressed in the Charter, a majority of the existing membership of the Council shall constitute a quorum and no action by the Council shall be valid or binding unless adopted by the affirmative vote of a majority of the existing membership of Council. The requirement for a Council Member to vote, minus a required abstention, shall be consistent with Attorney General's opinions regarding this matter.

Council members who must leave a meeting prior to its conclusion shall either advise the Council Executive in advance of the approximate time of his/her departure, who shall

ensure that information is made part of the minutes of the meeting, or, prior to leaving the meeting, announce his/her departure on the record.

**Section 1.11 Parliamentary Procedure**

*Robert’s Rules of Order* will serve as a guide for parliamentary procedures in the conduct of all Council meetings and workshops. Any exceptions noted in these rules or by resolution of the Council shall take precedence. A violation of parliamentary procedure shall not call into question the validity of any decision or action of the Council so long as the requirements of state law and the City Charter have been met and the intent of the Council is clear from the minutes and the electronic recordings of the proceedings.

**Section 1.12 Postponing an Item**

A Council member who has the floor at a regular meeting and who feels that he or she does not have enough information to act on an item may request that the sponsor of that item postpone the item. The request shall take precedence. If the sponsor refuses, a motion, second and affirmative vote of a majority of the existing members of Council to postpone the item will result in it being placed on a subsequent agenda conference and the sponsor shall have the opportunity to add additional information to the related Council Memorandum.

**Section 1.13 Ending Debate**

A motion for the previous question may not interrupt a speaker who has the floor, must be made and seconded, is not debatable, cannot be amended, requires an affirmative, majority plus one vote of members present to pass and in this assembly cannot be reconsidered. Additionally, in order to protect the democratic process, any Council member or member of the public who is on record to speak before the motion is made will be permitted to speak before the vote is taken on the motion for the previous question.

**Section 1.14 Reconsideration**

A Council member on the prevailing side may move to reconsider a question in the same meeting. The motion must pass with the same vote formality as required to pass the main motion, and if passed reopens the main motion to debate.

**Article II. Agendas**

**Section 2.01 Submission of Items**

Agenda items may be sponsored and submitted by an individual Council member or by the Mayor. In order to be included in the next regularly scheduled meeting and to have adequate time to go through the appropriate approval process and dedicated reviews, items shall show as “Agenda Ready” with all necessary attachments included by 5:00

p.m. on the Friday prior to the posting of the agenda for public view. All proposed ordinances and resolutions must go through review by the Office of the City Attorney (Legal) prior to being placed on the agenda, in coordination with the Council Executive. The sponsor of an item may unilaterally withdraw that item at any time prior to the commencement of Council voting on that item in a regular or special Council meeting. At the point an item has been withdrawn, no further discussion may take place.

## **Section 2.02 Council Memoranda**

Every agenda item shall be accompanied by a Council Memorandum, offered, and supported by the sponsor of the item and containing, at a minimum, the following information or stating not applicable if that be the case.

### **(a) Proposed Legislative Items**

- 1) Sponsor's name.
- 2) Subject
- 3) Recommendation.
- 4) Required Hearing
- 5) Summary
- 6) Prior Action
- 7) Funding
- 8) Financial Impact
- 9) Staff Contact
- 10) Attachments (examples: form of proposed ordinance, form of proposed contract and bid summary).
- 11) Presentation (where a presentation will be made by someone other than the sponsor).

### **(b) Presentations**

- 1) Sponsor's Name.
- 2) Subject
- 3) Request
- 4) Summary (Subject matter background and purpose of presentation.)
- 5) Prior Action
- 6) Staff Contact
- 7) Attachments (Related documentation.)

### **(c) Council Discussion Items and Administrative Items**

- 1) Sponsor's name.
- 2) Subject
- 3) Summary
- 4) Prior Action
- 5) Staff Contact
- 6) Attachments (Related documentation.)
- 7) Presentation

### **Section 2.03 Preliminary Agenda Preparation**

The Council staff shall assign a sequential number to each Council Memorandum presented, prepare a preliminary agenda, and shall have the flexibility to order and group items in a logical way. If two matters are related or appear to have a bearing upon one another, the Council staff may place those items in consecutive sequence. In addition, the President shall be authorized to review the agenda proposed by the Council staff and make such changes, including re-positioning or postponing an item, as he or she deems appropriate in consideration of the length of the agenda and the nature, complexity and urgency of all the matters at hand including ensuring that an item has been fully vetted and ready for the Council's consideration. If the Council President postpones an item, that action can be overridden at the agenda conference by a motion and second and a majority vote of the existing Council membership. As a general practice, action items will precede discussion items. The agenda will be generated by Council staff on the Tuesday prior to the agenda conference who will also post it to the City's website. The Clerk shall be responsible for notifying the media and providing a link to the agenda to the City Council.

### **Section 2.04 Agenda Conference - General**

An agenda conference of Council members shall be held the Monday before each regular Council meeting, at 3:30 p.m. in the Hagler-Mason Conference Room, 222 West Main Street, 2<sup>nd</sup> Floor, City Hall, Pensacola, Florida, or at such other time and place as may from time to time be set by the President or the Council. The agenda conference will serve as an opportunity for the City Council, as a collegial body, to fully discuss agenda items being brought forth for the upcoming regular meeting of the City Council to ensure such items are complete and ready for a discussion of the merits of the item. This will be an opportunity for the sponsor of an item to introduce an item to the City Council in accordance with Section 1.07 of these rules. Additionally, this will allow Council members to request additional information from the sponsor, staff and/or administration. If an item is deemed incomplete or in need of further review prior to the regular Council meeting, the item may be removed from the agenda either by the consent of the sponsor or by a

majority vote of the existing membership of City Council and directed to the appropriate staff for follow-up. During the agenda conference, and minus objection, the City Council may consider administrative or ministerial matters, such as requesting a legal opinion, or moving items from the regular agenda to the consent agenda. Discussion items will be conducted at the agenda conference. In months with two (2) regularly scheduled Council meetings, discussion items will take place at the second agenda conference of the month. In months with one (1) Council meeting scheduled, discussion items will take place during that agenda conference. The agenda conference shall also be the meeting where stand-alone presentations are heard (those presentations that are not part of a legislative action item); as well as the City Administrator's report, the Finance Director's Quarterly report and any other such report as requested on behalf of staff or the Mayor's Office.

### **Section 2.05            Agenda Conference – Order of Business**

- 1) Roll Call.
- 2) Presentations.
- 3) Review of consent agenda items.
- 4) Review of regular agenda items.
- 5) Consideration of any add-on items.
- 6) Discussion Items
- 7) Approval of final agenda.
- 8) City Administrator's Communication.
- 9) City Attorney's Communication.
- 10) Finance Director's Quarterly Report.
- 11) Council Communication.
- 12) Adjournment.

### **Section 2.06            Agenda Conference – Approval of Final Agenda**

A majority of the Council members present at the agenda conference shall approve the final agenda to be presented to Council at the next regular meeting. If no members attend the agenda conference, the preliminary agenda shall become the final agenda. Only the affirmative vote of a majority of the existing membership of the Council shall be entitled to remove an item from the agenda. An item removed may be placed upon the next preliminary agenda. An item removed twice from the preliminary agenda shall be deemed rejected in its then current form. The City Clerk shall be responsible for placing the final agenda and accompanying memoranda upon the City's website and notifying the media.

### **Section 2.07            Consent Agenda**

The Council Executive may include in the consent agenda section of the preliminary agenda any items which are not controversial, are viewed as routine, which are procedural or have been thoroughly discussed previously that require formal Council

approval. During the agenda conference, or during the approval of the agenda portion of a regular Council meeting, any single Council member shall have the privilege of moving any item from the consent agenda to the regular agenda items section after providing a basis for the removal; providing the basis for the removal will allow for any additional information to be gathered prior to the regular Council meeting.

**Section 2.08 “Add-On” Items**

During the Agenda Approval portion of a regular meeting, or during the “Consideration of any Add-On Items” portion of the agenda conference, any person entitled to submit an agenda item may request that a new item of business, that is either time sensitive or requires action prior to the next scheduled meeting, with an appropriate Council Memorandum, be added to the agenda. Within the memorandum shall be language which indicates the reason the item is either time sensitive or requires immediate action. The request shall be granted only by the affirmative vote of a majority plus one of the existing membership of Council. If granted, a duplicate copy of all materials supporting the item must be provided to each member before discussion.

**Section 2.09 Presentations**

Requests for Presentations shall be sponsored by a City Council member or the Mayor. Such a request shall be accompanied by a Council Memorandum and shall be included on the agenda in the same manner as all other items are included. Standalone presentations, those not attached to an action item, will be conducted at the agenda conference.

**Section 2.10 Suspension of the Rules**

By motion to suspend all or part of a particular rule for a particular purpose, a majority of existing membership of Council may suspend any provision of these rules which would limit or prohibit the discussion of any matter amongst the Council members. Failure of any member to raise as a point of order any violation of these rules before or during any discussion, action or presentation shall be deemed a waiver of the application of any rule limiting or prohibiting that discussion, action or presentation prior to the point of order being raised. Once the call for a vote has been made by the Council President it shall be too late to raise a point of order concerning the earlier application of these rules to the matter upon which the voting is occurring.

## **Article III. Elections and Appointments by Council**

### **Section 3.01 Election of Officers**

Nominations for the offices of President and Vice President of City Council shall be submitted in writing to the City Clerk by individual Council members in November each year no later than five (5) days prior to the Council meeting held to elect those officers as provided in the City Charter. Provided a nomination has been duly made; nominations shall then be closed. The Clerk shall distribute the names of each nominee and the Council member making the nomination to all members no later than four (4) days prior to the scheduled meeting. A member may nominate himself or herself. A member may be nominated for both offices. If a single nomination was duly made, that member may be elected by acclamation or the Council may open the floor for nominations. If no member was duly nominated in writing, the floor shall be opened for nominations. If more than one member is nominated, voting shall be by written ballot and if one member does not receive the affirmative vote of a majority of the existing membership of Council, the member receiving the lowest number of votes shall be eliminated and balloting shall continue until the officer is elected by such a majority.

### **Section 3.02 Council Vacancies**

The City Clerk shall notify Council members in writing of a Council vacancy and solicit nominations within 5 days after becoming aware of the vacancy. Written nominations by individual members shall be returned to the City Clerk by a date certain specified in the notice, which date shall be no less than [7] nor more than [10] days after distribution of the notice. Provided a nomination has been duly made, nominations shall then be closed. The Clerk shall distribute the names of each nominee and the member making the nomination to all members no later than four (4) days prior to the scheduled meeting. The election shall be held at the next regular or special Council meeting. If a single nomination was duly made, the vacancy may be filled by a vote of acclamation or the Council may open the floor for further nominations. If no person was duly nominated in writing, the floor shall be opened for nominations. If more than one person is nominated, voting shall be by written ballot and if one person does not receive the affirmative vote of a majority of the existing membership of Council, the person receiving the lowest number of votes shall be eliminated and balloting shall continue until the vacancy is filled.

### **Section 3.03 Council Appointments**

The City Clerk shall notify Council members in writing of coming expirations or vacancies in a Council appointment and provide a nomination form to include a brief description of the nominee's qualifications for appointment. All nominees must complete an Application for City Council Appointed Boards, Authorities and Commissions, or similar superseding form, which must be attached to the completed nomination form. All nominations shall be filed with the City Clerk prior to the deadline for the agenda conference specified in the

Clerk's notice. The names of incumbents indicating a willingness to serve an additional term and who shall have completed a current Application for City Council Appointed Boards, Authorities and Commissions, or similar superseding form, shall be placed on the ballot for consideration without the necessity of a written nomination. Voting shall be by written ballot. If more than one person is nominated, and one person does not receive the affirmative vote of a majority of the existing membership of Council, the person receiving the lowest number of votes shall be eliminated and balloting shall continue until the appointment is made.

**Section 3.04 Council Established Boards**

City Council established Boards, Commissions or Authorities shall supply a yearly report to the City Council outlining the year's achievements, accomplishments, and up-coming year's goals. This report shall be identified within the by-laws of each Board, Commission or Authority and shall be provided at the end of each fiscal year.

Board members shall be provided with annual ethics training conducted by a member of Council staff or the City Attorney's Office. Upon the appointment to a Board, Commission or Authority, individuals will be provided said training as soon as is possible after their appointment to the Board, Commission or Authority.

Removal of board members shall be in accordance with state statute and/or the policy and procedures set forth by the City Council.

The Council Executive shall ensure that each Council established Board, Commission or Authority has a working set of rules and procedures that are consistent with City Council Rules and Procedures.

**Article IV. Code of Ethics**

In addition to the Code of Ethics established and incorporated by Chapter 2-6 of the Code of Ordinances of the City as amended from time to time, and as authorized by the Charter of the City and contemplated by Sec. 2-6-3 of the Code of Ordinances, Council members shall adhere to the requirements of this article. Further, each member of City Council must complete four (4) hours of ethics training each calendar year which addresses, at minimum, the Code of Ethics for public officials and employees and the public records and public meeting laws of the State of Florida.

**Section 4.01 Financial Dealings with the City**

Each Council member shall discharge his or her debts with all City agencies and departments in a timely manner the same as every citizen is expected to act. No

advances will be granted on salaries due to a Council member. Failure to comply may result in public censure of the delinquent member by the Council.

**Section 4.02 Travel and Training for City Business**

During the budget process each year, the City Council will budget and allocate sufficient funds for Council’s travel and training requirements in an amount permitting each member to have available the amount of at least \$4,000 for travel and at least \$4,000 for training, plus an additional total amount of \$10,000 for unscheduled or unanticipated travel or training requirements available for Council. These expenses shall include training mandated by Florida law for local elected officials.

Travel expenses incurred by a Council member traveling on City business shall not be incurred by the City or reimbursed to the member unless such travel is approved by the President or Vice President of the Council. Travel by either the President or the Vice President must be approved by the other. Approval by the President or Vice President may be reviewed and overturned or limited by the Council provided a written request to review is filed by a Council member with the City Clerk within ten (10) days after the accounting for all expenses of the travel has been completed. Accounting of all travel will be completed within ten (10) days of the termination of the trip, and in any event prior to the initiation of any subsequent travel.

Pursuant to the authority conferred by F.S. 166.021(9), the meal and incidental expenses (M&IE) per diem reimbursement amount for all authorized persons traveling on behalf of the City of Pensacola shall be the then-current meal and incidental expenses (M&IE) per diem amounts published online by the federal General Services Administration (GSA), as those amounts are determined by location of the travel destination and updated from time-to-time by the GSA.

**Section 4.03 Voting Conflicts**

Notwithstanding the provisions of Sec. 112.3143, Florida Statutes, or subsequent superseding legislation, a Council member required to abstain from a vote by Florida law shall make his or her disclosure at the commencement of the discussion of the conflicted item and shall not participate in the discussion. Nothing in this section shall lessen the abstention and disclosure requirements imposed upon Council members by Florida law. The requirement for a Council member to vote, minus a required abstention, shall be consistent with Attorney General’s opinions regarding this matter.

**Section 4.04 City Council Inquiries and Investigations**

(A) **Scope.** This section governs all inquiries and investigations conducted by City Council under Section 4.02(a)(3) of the City Charter for the City of Pensacola.

(B) **Authority.** City Charter Section 4.02(a)(3) authorizes City Council “To inquire into the conduct of any municipal office, department, agency or officer and to investigate municipal affairs, and for that purpose, may subpoena witnesses, administer oaths and compel the production of books, papers, or other evidence.”

(C) **Definitions.**

1. **Inquiry.** Under this section, the word “inquiry” shall mean any legislative inquiry authorized in good faith as required by City Charter by resolution of City Council by the affirmative vote of the majority of the full City Council and conducted by City Council under the authority of City Charter Sections 4.02(a)(3) and 4.04(b) and in accordance with City Council Rules and Procedures under this section, for the purpose of requesting information to provide necessary factual knowledge to City Council to assist it in carrying out the legislative powers and duties imposed on City Council under the City Charter.

2. **Investigation.** Under this section, the word “investigation” shall mean any legislative investigation authorized in good faith by resolution of City Council by the affirmative vote of at least a majority of the full City Council members and conducted by City Council under the authority of City Charter Sections 4.02(a)(3) and 4.04(b) in accordance with City Council Rules and Procedures under this section, said investigation to include a public hearing of City Council at which witnesses may be requested or compelled by subpoena to appear and provide testimony and to produce records to provide necessary factual knowledge to City Council to aid it in carrying out the legislative powers and duties imposed on City Council under the City Charter.

3. **Subpoena.** Under this section, the word “subpoena” shall mean a subpoena or subpoena duces tecum directed to be issued by resolution of City Council under the authority of City Charter Sections 4.02(a)(3) and 4.04(b) for the purpose of requesting the production of documents, books, papers, witnesses or other evidence pertinent and material to providing necessary factual knowledge to City Council to assist it in carrying out the legislative powers and duties imposed on City Council by City Charter.

4. **Agency.** Under this section, the word “agency” shall mean a City board, commission or authority as contemplated by City Charter Section 5.05.

(D) **Request for City Council to Authorize an Inquiry or Investigation.**

1. **Complaint.** An individual City Council member may submit a written request for City Council to authorize an inquiry or investigation under the authority of City Charter Sections 4.02(a)(3) and 4.04(b) to assist City Council in carrying out the legislative powers and duties imposed on City Council by City Charter.

2. **Sufficient Legal Basis.** The complaint shall set out a factual basis and provide the legal rationale for the inquiry or investigation to ensure the legal basis is appropriate and justified in assisting City Council in carrying out the legislative powers and duties of City Council under the City Charter.

3. **Insufficient Legal Basis.** Upon review of the request, should City Council determine that the legal basis of the complaint is insufficient to invoke the inquiry or investigative authority of City Council under the City Charter or not within the jurisdiction of City Council under the City Charter, it shall suspend further consideration of the complaint and state the reasons.

4. **No Presumption Raised.** City Council authorization to conduct an inquiry or investigation does not give rise to a presumption of violation of the City Charter or City Code, or rules or policies of the City, or any other local, state or federal laws.

5. **Criminal Law Violation.** Should City Council have a reasonable belief that the subject matter would violate a criminal law, City Council will refer the matter to the appropriate authority and state the reasons.

(E). **Authorization by Resolution.**

1. **Agenda Item.** A request for City Council to authorize an inquiry or investigation shall be considered as an item on the agenda of a properly noticed meeting of City Council. City Council may only discuss the legal basis for the inquiry or investigation and may not discuss the merits of the complaint nor make factual determinations or findings relating to the complaint.

2. **Inquiry shall be authorized by Majority Vote.** An inquiry by City Council as authorized by Sections 4.02(a)(3) and 4.04(b) of the City Charter shall be authorized by resolution approved by the affirmative vote of the majority of the full City Council, at a properly noticed meeting of City Council.

3. **Investigations shall be authorized by Majority of the Full City Council Members.** An investigation by City Council as authorized by Sections 4.02(a)(3) and 4.04(b) of the City Charter shall be authorized by resolution approved by the affirmative vote of at least a majority of the full City Council members, at a properly noticed meeting of City Council.

4. **Time Frame.** City Council shall determine the appropriate time frame for completion of an inquiry or investigation on a case by case basis provided that such time frame does not exceed ninety (90) days from the date of the authorizing resolution. Every reasonable effort shall be made to complete an inquiry or investigation within the time frame set by City Council. However, each case presents different circumstances and it is not always possible to maintain the time frame set by City Council. Extensions of time may be allowed by the affirmative vote of the majority of the full City Council upon good cause shown.

5. **Progress Reports.** The City Council Executive shall report monthly on the progress of each pending inquiry and investigation at a properly noticed meeting of City Council.

(F) **Inquiry.** An inquiry by City Council as authorized by Sections 4.02(a)(3) and 4.04(b) of the City Charter, into the conduct of any municipal office, department, agency or officer, shall be for the purpose of providing necessary factual knowledge to City Council to assist it in carrying out the legislative powers and duties imposed on City Council by City Charter and shall be authorized by resolution approved by the affirmative vote of the majority of the full City Council, at a properly noticed meeting of the City Council.

1. Such resolution shall describe with particularity the subject matter of the inquiry, specifically the alleged conduct and related municipal office, department, agency or officer, the conduct of which is subject to inquiry.

2. Such resolution shall request a written response from the appropriate representative of such municipal office, department or agency or in the case of a municipal officer, from such officer, and may direct responses to specific questions to be provided, request supporting documentation and other relevant material be included with the response, and shall also request that other individuals with relevant information be identified.

3. Such resolution shall set a date for the written report to be submitted to City Council as an agenda item at a properly noticed meeting of the City Council.

4. Such responsive information shall be submitted into the record at the public meeting scheduled for submitting the response. City Council shall review the responsive information at the meeting and deliberate and make findings. Such findings shall be adopted by resolution approved by a majority vote of the full City Council.

(G) **Investigation.** An investigation by City Council as authorized by Sections 4.02(a)(3) and 4.04(b) of the City Charter, into municipal affairs, shall be for the purpose of providing necessary factual knowledge to City Council to assist it in carrying out the legislative powers and duties imposed on City Council by City Charter and shall be authorized by resolution approved by the affirmative vote of at least a majority of the full City Council members, at a properly noticed meeting of the City Council.

1. Such resolution shall describe with particularity the subject matter of the investigation, detailing with specificity the scope and purpose of the investigation, and shall provide the course of action to be followed in carrying out such investigation and investigative hearing.

2. City Council may employ an expert for assistance in conducting an investigation pursuant to this section herein. The terms of the employment agreement shall be for the sole purpose of assisting with an investigation consistent with and limited to the scope of City Council's investigative authority under Sections 4.02(a)(3) and 4.04(b) of the City Charter and shall be set forth and authorized by a resolution approved by City Council. Investigative information shall be subject to public disclosure as required by law.

(H) **Investigative Hearing.** City Council shall determine on a case by case basis whether an investigative hearing shall be conducted. An investigation by City Council as authorized by Sections 4.02(a)(3) and 4.04(b) of the City Charter, into municipal affairs, shall be for the purpose of providing necessary factual knowledge to City Council to assist it in carrying out the legislative powers and duties imposed on City Council by City Charter and shall be authorized by resolution approved by the affirmative vote of at least a majority of the full City Council members, at a properly noticed meeting of the City Council. Such investigative hearing shall be open to the public.

1. An investigative hearing is legislative in nature and not a judicial proceeding. Normal procedural guarantees which surround the conduct of a trial, therefore, are not required as a matter of general law in such investigations. Accordingly, except for the constitutional privilege against self-incrimination, and the guarantee of the First Amendment, witnesses before investigative hearing of City Council shall have those rights which City Council determines are appropriate to ensure that all procedures are orderly and fair.

2. At the conclusion of an investigative hearing, City Council shall make written findings and conclusions.

(I) **Authorization for Preparation and Issuance of Subpoenas.** City Council shall authorize by resolution, at a properly noticed meeting of City Council, the preparation and issuance of subpoenas or subpoenas duces tecum for purposes of an investigation under this section by the City Clerk in accordance with state statute. The authorization shall direct the City Council Executive to prepare subpoenas or subpoenas duces tecum and submit such subpoenas or subpoenas duces tecum to the City Attorney for review for legal sufficiency.

(J) **Authorization for Contempt Order.** The punishment for violation of a subpoena or subpoena duces tecum that City Council may impose against any person who violates a subpoena or subpoena duces tecum shall be prescribed by ordinance.

1. Pursuant to such ordinance, City Council is authorized to hold a person in contempt for violation of a subpoena or subpoena duces tecum and to impose a fine, not to exceed five hundred dollars (\$500), against any person for such violation.

2. City Council shall determine whether grounds for a contempt order exist and shall prescribe the fine amount for violation of the ordinance.

3. **Public Notice.** The City Clerk shall publish legal notice of each investigative hearing authorized under this section at least one time in a newspaper published in the city which meets the requirements of Section 50.031, Florida Statutes.

4. **Transcripts of Investigations.** The investigative hearing under this section shall be recorded and transcribed verbatim and provided to City Council. .



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 2022-047

City Council

5/12/2022

---

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-047 APPROPRIATING FUNDING FOR FIRE DAMAGE TO CONCESSION BUILDING AT EXCHANGE PARK

**RECOMMENDATION:**

That the City Council adopt Supplemental Budget Resolution No. 2022-047.

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

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

City Council is being requested to adopt supplemental budget resolution transferring funds from LOST IV - General Park Improvements in the amount of \$100,000 to pay for deductible amount of the claim that was filed with the City's insurance company, FMIT, for fire damages to the concession building at Exchange Park. Furthermore, that City Council recognize insurance proceeds in the amount of \$307,816 received from FMIT.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Adoption of the Supplemental Budget Resolution will move funds to pay the required deductible amount and appropriate the Insurance Proceeds into LOST IV - Exchange Park Concession Bldg.

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

4/19/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Adrian Stills, Interim Parks and Recreation Director

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 2022-047
- 2) Supplemental Budget Explanation No. 2022-047

**PRESENTATION:** No

**RESOLUTION  
NO. 2022-047**

A RESOLUTION  
TO BE ENTITLED:

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

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

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

**A. LOCAL OPTION SALES TAX FUND**

To:	Insance Reimbursements - Exchange Park	307,816
As Reads:	Capital Outlay	22,122,667
Amended		
To Reads:	Capital Outlay	22,430,483

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**

**MAY 2022 - SUPPLEMENTAL BUDGET RESOLUTION - LOST IV - FIRE DAMAGE TO CONCESSION BUILDING AT EXCHANGE PARK - RES NO. 2022-047**

<u>FUND</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
<b>A. LOCAL OPTION SALES TAX FUND</b>		
Estimated Revenues		
	307,816	Appropriate estimated revenue -Insurance Reimbursements
Total Revenues	<u>307,816</u>	
Fund Balance	<u>0</u>	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance	<u>307,816</u>	
Appropriations		
Capital Outlay - General Park Improvements	(100,000)	Decrease appropriation for Capital Outlay - General Park Improvements
Capital Outlay - Exchange Park	<u>407,816</u>	Increase appropriation for Capital Outlay - Exchange Park
Total Appropriations	<u>307,816</u>	



Memorandum

---

File #: 18-22

City Council

5/12/2022

---

**LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PROPOSED ORDINANCE 18-22 AMENDING SECTION 7-7-134 OF THE CODE OF THE CITY OF PENSACOLA; INCREASING TAXICAB MILEAGE RATES; INCREASING WAITING TIME RATE

**RECOMMENDATION:**

That City Council adopt Proposed Ordinance No. 18-22 on second reading.

AN ORDINANCE AMENDING SECTION 7-7-134 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; INCREASING TAXICAB MILEAGE RATES; INCREASING WAITING TIME RATE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

This item seeks to raise the rates listed in Sec. 7-7-134 - Rates - Generally to the following:

- (1) Mileage rates. *Mileage rates.* ~~\$2.00~~ \$2.50 for the first ~~one-ninth~~ one-tenth mile or fraction thereof; ~~\$0.25~~ \$0.26 for each additional ~~one-ninth~~ one-tenth mile or fraction thereof; charge for additional passengers over the age of 13 years, \$0.50 each;
- (2) *Waiting time.* ~~\$18.00~~ \$24.00 per hour;
- (3) *Airport trips-Minimum fare.* Pickups from the airport, \$11.00 minimum per trip (limited to taxicab companies with valid permits to serve the airport). Fares over \$11.00 shall be calculated based upon the meter rate commencing at the airport pickup point.
- (4) *Airport trips-Airport pickup fee.* Pickups from the airport, \$2.50 fee.

**PRIOR ACTION:**

April 28, 2022 - City Council voted to approve Proposed Ordinance No. 18-22 on first reading.

---

March 21, 2022 - City Council heard presentation from Z-Trip taxicab company to discuss possible rate increase for taxicabs

May 10, 2007 - City Council Amended Section 7-10-134 (now 7-7-134) setting current rates for taxicabs

**FUNDING:**

\$ N/A

**FINANCIAL IMPACT:**

None

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

4/6/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Amy Miller, Deputy City Administrator - Administration & Enterprise

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 18-22
- 2) Section 7-7-134. Rates - Generally - as currently codified

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 18-22

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 7-7-134 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; INCREASING TAXICAB MILEAGE RATES; INCREASING WAITING TIME RATE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 7-7-134 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 7-7-134 – Rates – Generally.

No owner or operator of taxicab shall charge a greater or lesser sum for the use of a taxicab than in accordance with the following rates:

- (1) *Mileage rates.* ~~\$2.00~~ \$2.50 for the first ~~one-ninth~~ one-tenth mile or fraction thereof; ~~\$0.25~~ \$0.26 for each additional ~~one-ninth~~ one-tenth mile or fraction thereof; charge for additional passengers over the age of 13 years, \$0.50 each;
- (2) *Waiting time.* ~~\$18.00~~ \$24.00 per hour;
- (3) *Airport trips–Minimum fare.* Pickups from the airport, \$11.00 minimum per trip (limited to taxicab companies with valid permits to serve the airport). Fares over \$11.00 shall be calculated based upon the meter rate commencing at the airport pickup point.
- (4) *Airport trips–Airport pickup fee.* Pickups from the airport, \$2.50 fee.

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

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

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

Approved: \_\_\_\_\_

Adopted: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

---

**Sec. 7-7-134. Rates—Generally.**

No owner or operator of a taxicab shall charge a greater or lesser sum for the use of a taxicab than in accordance with the following rates:

- (1) *Mileage rates.* \$2.00 for the first one-ninth mile or fraction thereof; \$0.25 for each additional one-ninth mile or fraction thereof; charge for additional passengers over the age of 13 years, \$0.50 each;
- (2) *Waiting time.* \$18.00 per hour;
- (3) *Airport trips—Minimum fare.* Pickups from the airport, \$11.00 minimum per trip (limited to taxicab companies with valid permits to serve the airport). Fares over \$11.00 shall be calculated based upon the meter rate commencing at the airport pickup point.
- (4) *Airport trips—Airport pickup fee.* Pickups from the airport, \$2.50 fee.

(Code 1986, § 7-10-134; Ord. No. 16-03, § 1, 8-21-2003; Ord. No. 01-04, § 1, 1-22-2004; Ord. No. 20-07, § 1, 5-10-2007; Ord. No. 27-10, § 25, 11-18-2010; Ord. No. 30-17, § 1, 11-9-2017)



Memorandum

---

**File #:** 19-22

City Council

5/12/2022

---

**LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PROPOSED ORDINANCE NO. 19-22 - FUTURE LAND USE MAP AMENDMENT - RECENTLY ANNEXED PROPERTIES - BAPTIST HOSPITAL.

**RECOMMENDATION:**

That City Council adopt Proposed Ordinance No. 19-22 on second reading.

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

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City recently approved the annexation of properties owned by Baptist Hospital. The annexation necessitates an amendment to the City's Future Land Use and Zoning Maps to include the subject properties. The recommended zoning is C-3 (Commercial, Wholesale and Limited Industry) with a corresponding Future Land Use designation of C (Commercial).

On April 12, 2022 the Planning Board unanimously recommended approval of the proposed map amendments.

**PRIOR ACTION:**

April 28, 2022 - City Council voted to approve Proposed Ordinance No. 19-22 on first reading.

April 14, 2022 - City Council granted final approval of the annexation request.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The City would receive stormwater and franchise fees and where applicable, ad valorem and public

service tax revenues from the subject parcels as well as from any future improvements.

**CITY ATTORNEY REVIEW:** Yes

4/13/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
David Forte, Deputy City Administrator - Community Development  
Sherry Morris, AICP, Development Services Department Director

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 19-22
- 2) Exhibit A - Maps of Annexation Area
- 3) Planning Board Minutes April 12 2022 - DRAFT

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 19-22

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:

BEGINNING AT THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DEED OF WM. FISHER TO I.N. HERRINGTON, DATED APRIL 2ND, 1910, AND RECORDED IN DEED BOOK 58 AT PAGE 404 OF THE PUBLIC RECORD OF ESCAMBIA COUNTY, FLORIDA; THENCE RUNNING NORTH ALONG THE RIGHT

OF WAY LINE OF THE LOUISVILLE AND NASHVILLE RAILROAD COMPANY ONE HUNDRED AND FIVE (105) FEET; THENCE RUNNING EAST AT RIGHT ANGLE FOUR HUNDRED AND TWENTY (420) FEET; THENCE RUNNING SOUTH AT RIGHT ANGLE ONE HUNDRED AND FIVE (105) FEET; THENCE RUNNING WEST AT RIGHT ANGLE FOUR HUNDRED AND TWENTY (420) FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT PROPERTY SOLD TO THE BOARD OF COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA IN BOOK 96, PAGE 109 OF THE PUBLIC RECORDS OF SAID ESCAMBIA COUNTY, FLORIDA.

AND;

BEGINNING AT THE SOUTHEAST CORNER OF THE ACRE OF LAND DEEDED TO GEORGE M. BARROW, BY EVA MCMAHON, SEPTEMBER 19, 1918, AND RUNNING NORTH ONE HUNDRED FIVE (105) FEET, THENCE EAST FOUR HUNDRED TWENTY (420) FEET, THENCE SOUTH ONE HUNDRED FIVE (105) FEET, THENCE WEST FOUR HUNDRED TWENTY (420) FEET TO POINT OF BEGINNING, IN SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, IN THE JAYME FONTANEL GRANT, BEING A PART OF THE TRACT OF LAND CONVEYED TO I.N. HERRINGTON BY WM. FISHER AND RUBY FISHER, APRIL 2ND, 1910. LESS AND EXCEPT PROPERTY SOLD TO THE BOARD OF COMMISSONERS OF ESCAMBIA COUNTY, FLORIDA IN BOOK 96, PAGE 109 OF THE PUBLIC RECORDS OF SAID ESCAMBIA COUNTY, FLORIDA.

the same is hereby changed to Commercial Land Use District fully as if all of the said real property had been originally included in City of Pensacola Commercial Future Land Use District.

A map depicting the area to be annexed is attached hereto as Exhibit A.

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.

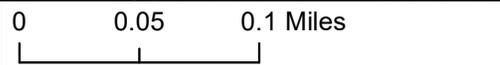
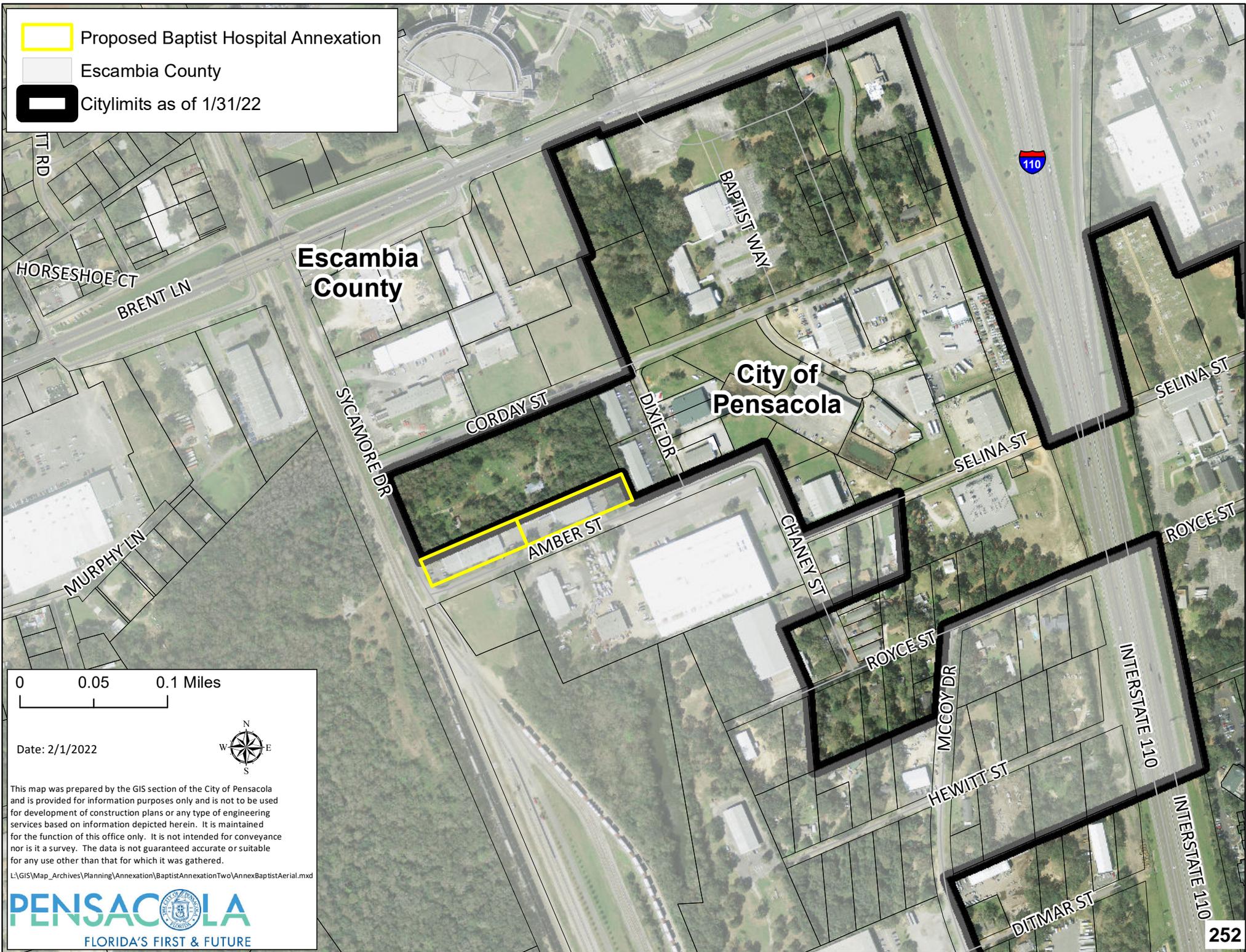
Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

-  Proposed Baptist Hospital Annexation
-  Escambia County
-  Citylimits as of 1/31/22



Date: 2/1/2022



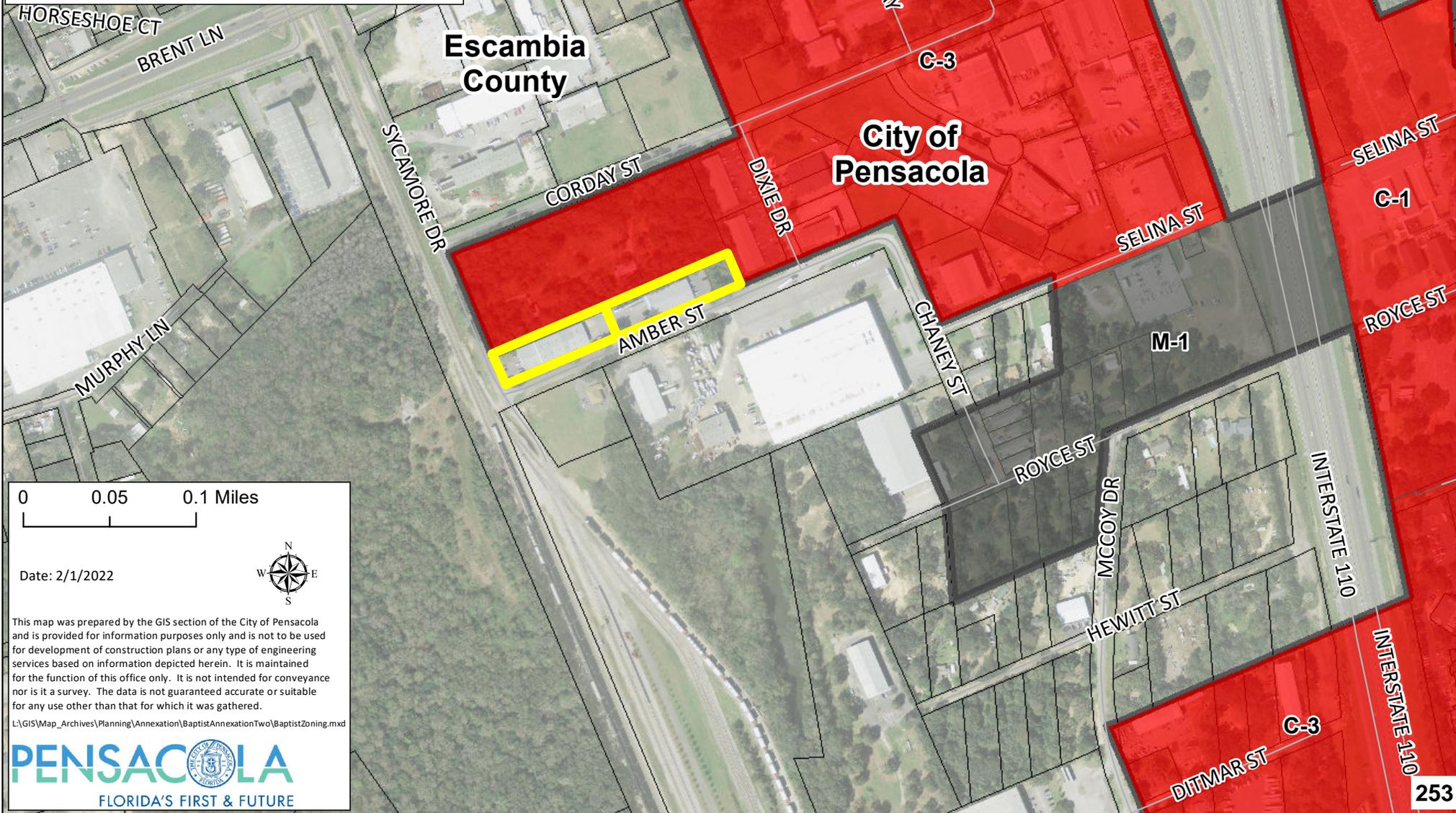
This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. 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\Annexation\BaptistAnnexationTwo\AnnexBaptistAerial.mxd

 Proposed Baptist Hospital Annexation

**ZONING**

-  COMMERCIAL (C-3)
-  INDUSTRIAL
-  RETAIL COMMERCIAL (C-1)
-  Escambia County
-  Citylimits as of 1/31/22



0 0.05 0.1 Miles

Date: 2/1/2022

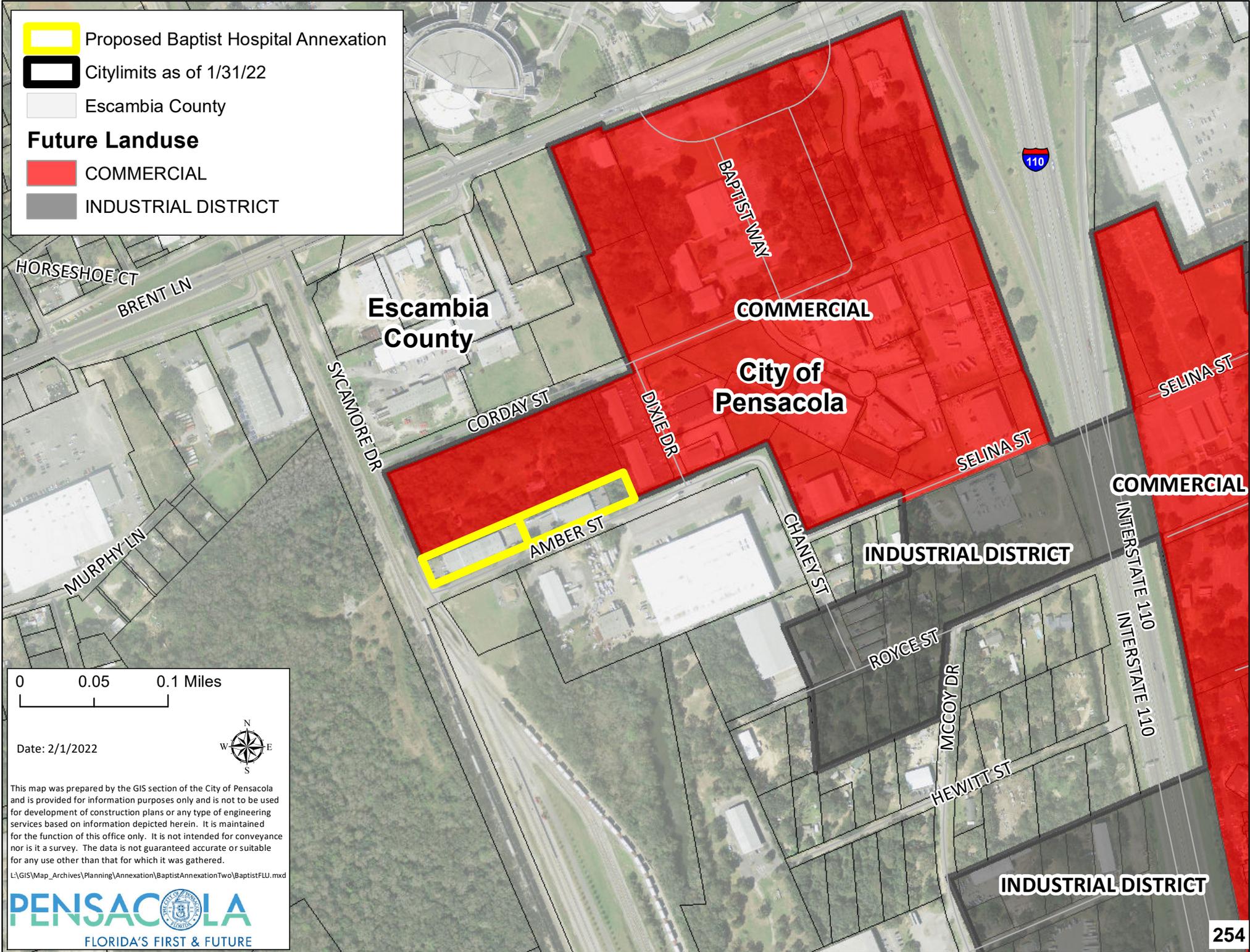


This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. 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\Annexation\BaptistAnnexationTwo\BaptistZoning.mxd



-  Proposed Baptist Hospital Annexation
-  Citylimits as of 1/31/22
-  Escambia County
- Future Landuse**
-  COMMERCIAL
-  INDUSTRIAL DISTRICT



0 0.05 0.1 Miles

Date: 2/1/2022



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\Annexation\BaptistAnnexationTwo\BaptistFLU.mxd



## **MINUTES OF THE PLANNING BOARD**

**April 12, 2022**

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

**MEMBERS ABSENT:** Board Member Villegas (virtual – no voting).

**STAFF PRESENT:** Assistant Planning & Zoning Manager Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Help Desk Technician Russo, Development Services Director Morris

**STAFF VIRTUAL:** Senior Planner Statler

**OTHERS PRESENT:** Bob Cordes, Jim English, Brian Spencer, Bob Humley

### **AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from March 8, 2022
- **New Business:**
  - Variance Request – 523 E. Gregory Street
  - Aesthetic Review – 523 E. Gregory Street
  - Site Plan and Aesthetic Review – 711 S. Palafox Street
  - Request for Map Amendments – Baptist Hospital Annexation
  - Request for Map Amendments – Mark Eaton Annexation
  - Request for Map Amendments – Richards Memorial United Church Property Annexation
  - Comprehensive Plan Amendment – Coastal Management Element
  - 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 Larson made a motion to approve the March 8, 2022 minutes, seconded by Board Member Grundhoefer, and it carried unanimously.**

**New Business –**

**Variance Request to Section 12-3-12 (1) D.9 – 523. E Gregory Street**

Chairperson Paul Ritz addressed the board and stated that applicant, Bob Cordes, is representing the purchasers of a noncompliant restaurant and converting into a further noncompliant restaurant located at 523 E. Gregory Street. Board Member Grundhoefer inquired if there was a setback. Historic Preservation Planner Harding stated that the location is within the Gateway Review zoning district in which setbacks are based upon specific roads. Bob Cordes stated that they complied with the setbacks. A discussion continued in regards to impervious pavers. Board Member Van Hoose thanked the developer for vision and inquired if there would be room for a car in the specified area. Bob Cordes stated that there would not be room for a vehicle and that it would remain landscaped. Board Member Van Hoose asked if the paved area will be where what is now grass on the lot and if traffic flow around the building would be impacted. Bob Cordes answered yes and no respectively. Board Member Van Hoose asked what the specific condition was and noted that the situation of no outside seating was not created by the city. Board Member Powell asked if railroad right of way is a special condition. Chairperson Paul Ritz stated that 81% does not include the triangle of railroad right of way. Chairperson Paul Ritz stated that as a board all need to agree with all seven variance criteria and deliberation was needed. Chairperson Paul Ritz asked if it was an action of the application. Vice Chair Larson stated that going from 75 to 81 by variance and now more. Historic Preservation Planner Harding said he did not think this met the variance criteria, the site is existing non-conforming. Chairperson Paul Ritz agreed with Historic Preservation Planner Harding. Grundhoefer and Van Hoose both stated there were not conditions that exist that are peculiar for criteria #1. Chairperson, Paul Ritz, stated that if all the criteria are not met, the board need not continue. Bob Cordes asked if criteria would be met if he reduced the amount of impervious surface. Assistant Planning & Zoning Manager, Cannon stated that in asking for a variance, all criteria needed to be met. Assistant City Attorney, Lindsay stated a motion could be made that honors the intent and meets with policy of the Board. Reading from the code, Lindsay stated that Cordes could appeal to the Circuit Court if he did not agree with the ruling. Assistant City Attorney, Lindsay continued by saying that in Quasi, you are sitting and acting as a judge in a court of law. Furthermore, applicant (Cordes) has a right to rebuttal, including after deliberation. Harding stated that it can be approved, denied, or modified to a lesser amount. Assistant Planning & Zoning Manager, Cannon followed this by stating it still must meet the criteria. Chairperson, Paul Ritz clarified by asking if it was being suggested to move the impervious surface to an alternative area. Bob Cordes stated he was in agreement to shift some of the impervious area by using impervious pavers. Chairperson, Paul Ritz inquired if anyone had been to Fusion and stated the applicant could trade some pervious to impervious pavers to get 81%. While showing the area on the screen, Bob Cordes stated that the seating is needed, and he would like to take the surface at the dumpsters and replace with pervious pavers. Board member Van Hoose stated if there are able to make that exchange, a motion would not be needed. Assistant Planning & Zoning Manager, Cannon stated that Bob Cordes must work this out with engineering and then a variance would not be required. Chairperson, Paul Ritz asked if everyone understood that they were getting to 85% and

not staying at 81%. Board Member Grundhoefer stated that whatever the area, grant the variance with modifications to offset the amount of area (+/- 600 square feet) with equal amount of pervious pavers. The special condition is adding pervious area to offset. Board Member Powell stated special conditions were existing or we have determined there was one. **Board member Grundhoefer made a motion to approve contingent on the special condition, seconded by Board Member Powell, and it carried 6:0.**

#### **Aesthetic Review – 523 E. Gregory Street**

Bob Cordes is requesting a new color scheme, removal of storefront doors, addition of a New Orleans flair to design, a door to outside seating, window replacement, and the addition of handicap parking spaces. Chairperson, Paul Ritz, stated the presentation was weak due to missing images other than the photo of the door. Board Member, Grundhoefer, asked if the outdoor dining area would be fenced as they typically are. Bob Cordes stated they planned on moving the existing fence to the outdoor dining area. He further stated that he was unsure if they would get the variance so they did not plan much other than the color scheme changing. Assistant Planning & Zoning Manager, Cannon, stated ECUA provided comments regarding an easement on former DeLeon Right of way and stated they can't have a permanent structure. Assistant Planning & Zoning Manager Cannon asked if Chairman Paul Ritz was requesting color elevations. Chairperson, Paul Ritz stated that in prior cases, more informative plans have been shown and these plans are inconsistent. He stated it is difficult to address with what was presented. Board Member Grundhoefer asked if the three items could be abbreviated review. Chairperson, Paul Ritz stated the last two had gone to Board Member, Grundhoefer. He requested a motion from the Board to request additional information via an abbreviated review. **Board Member Grundhoefer made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Charletha Powell, and it carried 6:0.**

#### **Site Plan and Aesthetic Review – Application – 711 S. Palafox Street**

Jim English is requesting a Site Plan and Aesthetic Review for 711 S. Palafox Street. Brian Spencer referenced 4040 Dunwoody Drive. Jim English discussed with neighbors that their building falls under the category of being a contributing structure by the Architectural Review Board unlike his structure. Historic Preservation Planner Harding provided a history of demo approval. Brian Spencer stated that a precast building system is most appropriate and least impactful to adjacent buildings. Further stating that if you have been along I-10, a building can be seen being constructed using precast. Access to sides is virtually impossible to attain as is the rear due to Baylen Slip. Discussion during demo requested street level detail. Chairperson, Paul Ritz, stated horizontal lines and color like the Cultural Center would be preferable than white in an area with brick. Brian Spencer stated it was to be tan-muted limestone. Assistant Planning & Zoning Manager Cannon referenced special consideration to building within a historic district. Brian Spencer stated that Jim English was at the meeting and could discuss color. Brian Spencer stated to the south is painted stucco, and next painted stucco in pale green. On the north is a newer brick building. Across the street is blue-ish stucco. Brian Spencer further stated they are not interested in faux brick. Brian Spencer said each floor is 3400 square feet, if architects can view floor plan and remote access stairways. Board member Grundhoefer stated that the building is handsome and he is

sure they will come up with a beautiful color. Board Member Grundhoefer stated the garage was lacking human scale. Brian Spencer stated that due to FEMA, a habitable space is not allowed. Board Member Grundhoefer stated that it could be created visually. Board Member Grundhoefer also stated the wall can be blank, not like the Publix façade on Cervantes, but something other than a blank wall could be done. Discussion moved onto floor plan. Brian Spencer stated that rooms along Palafox would have a glass door with ornate entry to building. Chairperson, Paul Ritz asked if there could be embellishment. Brian Spencer stated it goes against good design. Chairperson, Paul Ritz stated spandrel glass could be used to create a storefront effect and could not be seen through. Board Member Grundhoefer stated he wanted the building to feel pedestrian. Jim English mentioned the last thing he wanted to do was stucco and brick, rather, he wanted to bring a historic feeling to South Palafox and with color and texture you can do anything. Chairperson Paul Ritz circled back to wanting to see something at a pedestrian scale other than one nice door and 3 blank spaces. Brian Spencer stated there was an opportunity to create a framework of door and spandrel glass and a transom for reflectivity. Board Member Powell stated this was a good compromise. Board Member Grundhoefer stated that the backside is contemporary and completely appropriate, Chairperson Paul Ritz agreed. Board Member Van Hoose stated that she is not excited about white and felt a darker color would be better due to the abundance of brick on the street. Discussion moved to street view of Escambia Courthouse Building. Chairperson Paul Ritz stated that the elevation is much different. Board Member Van Hoose stated it would be preferred if it blended with those buildings around it. Chairperson Paul Ritz reminded board it was a site plan and aesthetic review before the Board. Board Member Grundhoefer stated future revisions could go through an abbreviated review process. Chairperson Paul Ritz stated it is a major building. Assistant Planning & Zoning Manager Cannon mentioned that another consideration is to have them be approved together as this will continue before City Council. Brian Spencer stated he appreciated the Abbreviated Review due to construction timing. The abbreviated review will go to both Chairperson Paul Ritz and Board Member Grundhoefer. **Board Member Powell made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Larson, and it carried 6:0.**

### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation**

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation introduced by Assistant Planning & Zoning Manager Cannon. Baptist Hospital acquired additional parcels adjacent to the site of their new campus and subsequently requested annexation of the subject. This requires a map amendment to establish a new zoning district. It is customary to apply the adjacent zoning district. This was initiated through the voluntary annexation process; the city did not involuntarily apply these to Baptist. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and it carried 6:0.**

### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Mark Eaton Annexation**

Request for Map Amendments to the City's Zoning and Future Land Use Maps Mark Eaton Annexation, introduction skipped due to similarity to Baptist annexation. Vice Chair

Larson asked about the gap between the two parcels and asked if it created an enclave and if this was permitted. Assistant Planning & Zoning Manager Cannon stated that they cannot create an enclave, access must remain to the other parcels. Mark Eaton has met the criteria of the state and avoided creating an enclave. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson.** Community Member, Bob Humley approached stand and introduced himself. Was confused if he needed to be there due to confusing signage making him think he was being annexed. Assistant Planning & Zoning Manager Cannon and Chairperson Paul Ritz cleared that he was not being annexed, but if he could pursue this through a voluntary process if so desired. **Vote carried 6:0.**

### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Richards Memorial United Church Property Annexation**

Request for Map Amendments to the City's Zoning and Future land Use Maps – Richards Memorial United Church Property Annexation introduced by Assistant Planning & Zoning Manager Cannon. Stated that the jurisdictional boundary goes through the middle of the property and it is being requested into one jurisdiction. Chairperson Paul Ritz asks if there is any discussion or a motion. Vice Chair Larson asked if owner wanted this annex. Assistant Planning & Zoning Manager Cannon answered that this annex was voluntary. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and vote carried 6:0.**

### **Comprehensive Plan Amendment – Coastal Management Element**

Comprehensive Plan Amendment – Coastal Management Element introduced by Assistant Planning & Zoning Manager Cannon. In 2015, the Florida Legislature passed the Peril of Flood Law which directed jurisdictions that have a Coastal Management Element as part of their comprehensive plan to include a redevelopment component with principles that must be used to eliminate inappropriate and unsafe development in coastal areas. These requirements are related to coastal flooding and impacts of sea level rise. Pursuant to Sec 163.3178(2)(f) of Florida Statute Peril of Flood Law, the proposed amendments were drafted by a consulting firm specializing in the Peril of Flood redevelopment component. The redevelopment component must include the six strategies outlined in the state statute addressing best management practices that reduce losses due to flooding. Assistant Planning & Zoning Manager Cannon stated that the Planning Board has the authority to further edit both the existing and proposed language. Proposed amendment recommendations made by Chairperson Paul Ritz, Vice Chair Larson, Board Members Grundhoefer, Van Hoose, and Powel were discussed and notated by Assistant Planning & Zoning Manager Cannon. **Vice Chair Larson motioned to approve as amended, seconded by Board Member Powell, and vote carried 6:0.**

**Open Forum – none**

**Discussion – none**

**Adjournment** – With no further business, the Board adjourned at 5:24 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP  
Assistant Planning Director  
Secretary of the Board



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 20-22

City Council

5/12/2022

---

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PROPOSED ORDINANCE NO. 20-22 - ZONING MAP AMENDMENT - RECENTLY ANNEXED PROPERTIES - BAPTIST HOSPITAL.

**RECOMMENDATION:**

That City Council adopt Proposed Ordinance No. 20-22 on second reading.

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF 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, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City recently approved the annexation of properties owned by Baptist Hospital. The annexation necessitates an amendment to the City's Future Land Use and Zoning Maps to include the subject properties. The recommended zoning is C-3 (Commercial, Wholesale and Limited Industry) with a corresponding Future Land Use designation of C (Commercial).

On April 12, 2022 the Planning Board unanimously recommended approval of the proposed map amendments.

**PRIOR ACTION:**

April 28, 2022 - City Council voted to approve Proposed Ordinance No. 20-22 on first reading.

April 14, 2022 - City Council granted final approval of the annexation request.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The City would receive stormwater and franchise fees and where applicable, ad valorem and public service tax revenues from the subject parcels as well as from any future improvements.

**CITY ATTORNEY REVIEW:** Yes

4/13/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Sherry Morris, AICP, Development Services Department Director

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 19-22
- 2) Exhibit A - Maps of Annexation Area
- 3) Planning Board Minutes April 12 2022 - DRAFT

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 20-22

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, FLORIDA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA, FLORIDA; 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 April 28, 2022 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 affirmative 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:

BEGINNING AT THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DEED OF WM. FISHER TO I.N. HERRINGTON, DATED APRIL 2ND, 1910, AND RECORDED IN DEED BOOK 58 AT PAGE 404 OF THE PUBLIC RECORD OF ESCAMBIA COUNTY, FLORIDA; THENCE RUNNING NORTH ALONG THE RIGHT OF WAY LINE OF THE LOUISVILLE AND NASHVILLE RAILROAD COMPANY ONE HUNDRED AND FIVE (105) FEET; THENCE RUNNING EAST AT RIGHT ANGLE FOUR HUNDRED AND TWENTY (420) FEET; THENCE RUNNING SOUTH AT RIGHT ANGLE ONE HUNDRED AND FIVE (105) FEET; THENCE RUNNING WEST AT RIGHT ANGLE

FOUR HUNDRED AND TWENTY (420) FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT PROPERTY SOLD TO THE BOARD OF COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA IN BOOK 96, PAGE 109 OF THE PUBLIC RECORDS OF SAID ESCAMBIA COUNTY, FLORIDA.

AND;

BEGINNING AT THE SOUTHEAST CORNER OF THE ACRE OF LAND DEEDED TO GEORGE M. BARROW, BY EVA MCMAHON, SEPTEMBER 19, 1918, AND RUNNING NORTH ONE HUNDRED FIVE (105) FEET, THENCE EAST FOUR HUNDRED TWENTY (420) FEET, THENCE SOUTH ONE HUNDRED FIVE (105) FEET, THENCE WEST FOUR HUNDRED TWENTY (420) FEET TO POINT OF BEGINNING, IN SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, IN THE JAYME FONTANEL GRANT, BEING A PART OF THE TRACT OF LAND CONVEYED TO I.N. HERRINGTON BY WM. FISHER AND RUBY FISHER, APRIL 2ND, 1910. LESS AND EXCEPT PROPERTY SOLD TO THE BOARD OF COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA IN BOOK 96, PAGE 109 OF THE PUBLIC RECORDS OF SAID ESCAMBIA COUNTY, FLORIDA.

is hereby changed from County zoning designation to C-3 – Commercial, Wholesale and Limited Industry.

A map depicting the area to be annexed is attached hereto as Exhibit A.

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

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

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

Adopted: \_\_\_\_\_

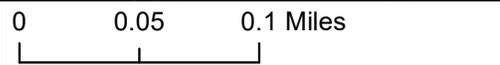
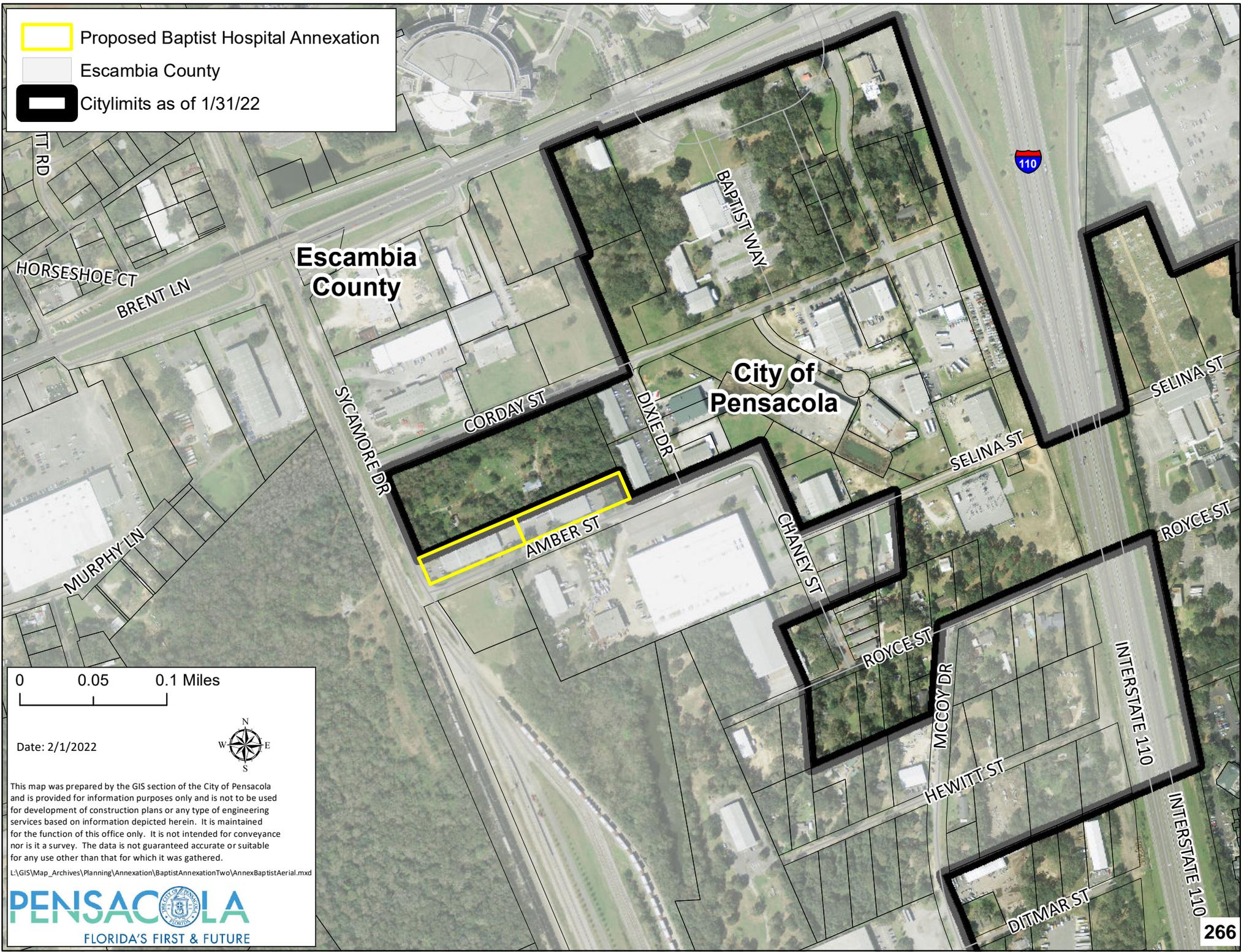
Approved: \_\_\_\_\_  
President of City Council

Attest:

---

City Clerk

-  Proposed Baptist Hospital Annexation
-  Escambia County
-  Citylimits as of 1/31/22



Date: 2/1/2022



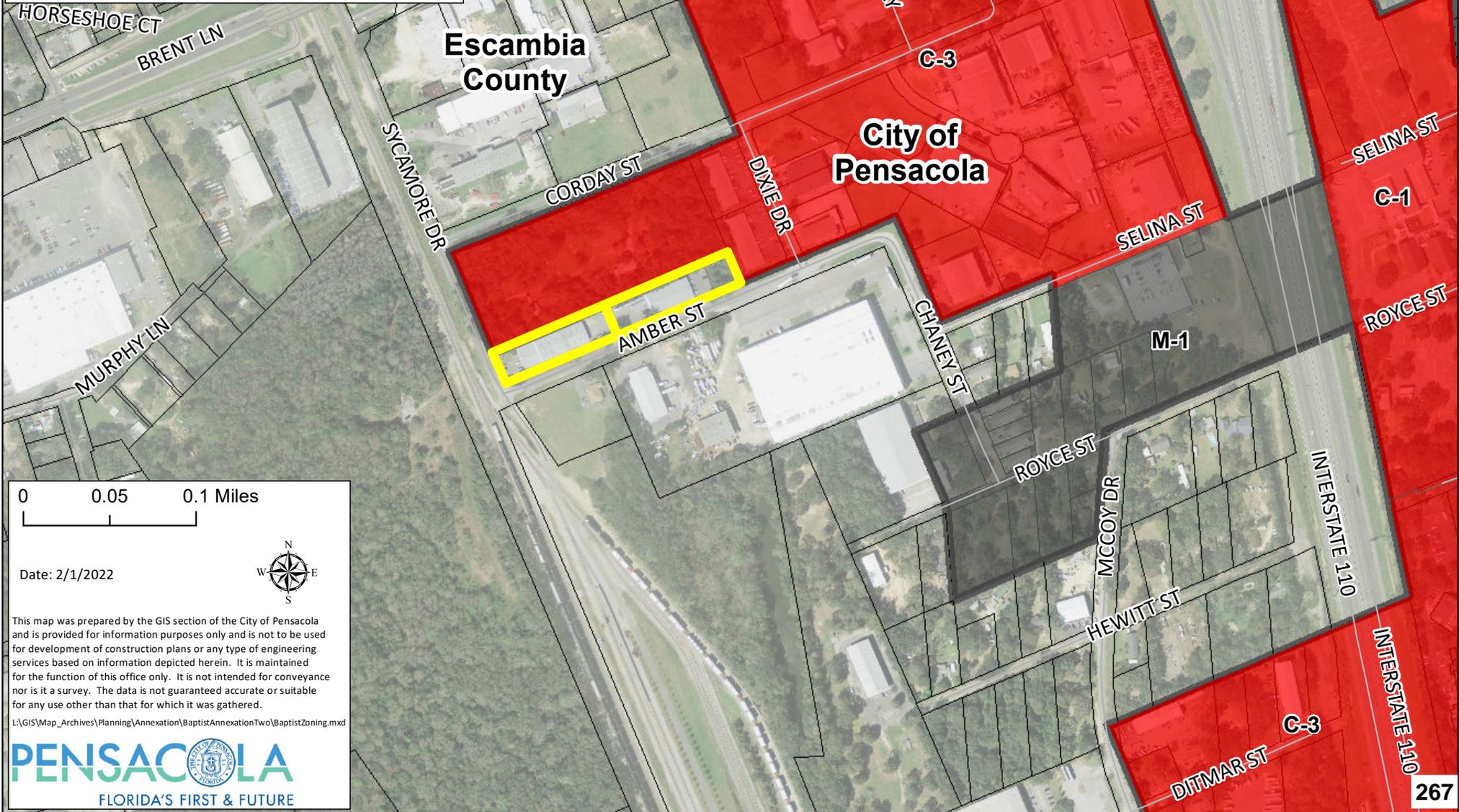
This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. 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\Annexation\BaptistAnnexationTwo\AnnexBaptistAerial.mxd

 Proposed Baptist Hospital Annexation

**ZONING**

-  COMMERCIAL (C-3)
-  INDUSTRIAL
-  RETAIL COMMERCIAL (C-1)
-  Escambia County
-  Citylimits as of 1/31/22



0 0.05 0.1 Miles

Date: 2/1/2022



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\Annexation\BaptistAnnexationTwo\BaptistZoning.mxd

 Proposed Baptist Hospital Annexation

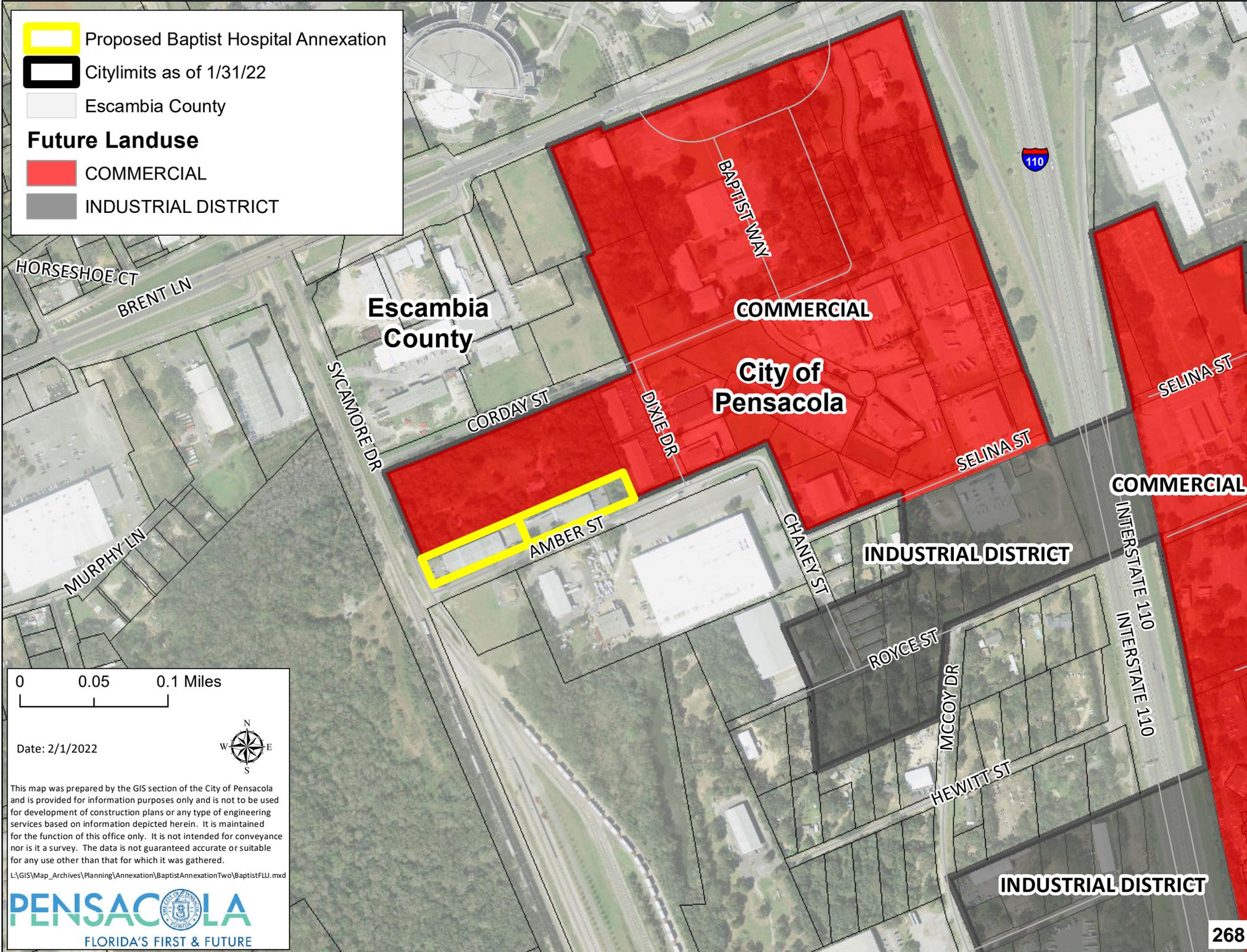
 Citylimits as of 1/31/22

 Escambia County

**Future Landuse**

 COMMERCIAL

 INDUSTRIAL DISTRICT



HORSESHOE CT  
BRENT LN

Escambia  
County

City of  
Pensacola

COMMERCIAL

INDUSTRIAL DISTRICT

COMMERCIAL

INDUSTRIAL DISTRICT

0 0.05 0.1 Miles



Date: 2/1/2022

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\Annexation\BaptistAnnexationTwo\BaptistFLU.mxd





## **MINUTES OF THE PLANNING BOARD**

**April 12, 2022**

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

**MEMBERS ABSENT:** Board Member Villegas (virtual – no voting).

**STAFF PRESENT:** Assistant Planning & Zoning Manager Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Help Desk Technician Russo, Development Services Director Morris

**STAFF VIRTUAL:** Senior Planner Statler

**OTHERS PRESENT:** Bob Cordes, Jim English, Brian Spencer, Bob Humley

### **AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from March 8, 2022
- **New Business:**
  - Variance Request – 523 E. Gregory Street
  - Aesthetic Review – 523 E. Gregory Street
  - Site Plan and Aesthetic Review – 711 S. Palafox Street
  - Request for Map Amendments – Baptist Hospital Annexation
  - Request for Map Amendments – Mark Eaton Annexation
  - Request for Map Amendments – Richards Memorial United Church Property Annexation
  - Comprehensive Plan Amendment – Coastal Management Element
  - 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 Larson made a motion to approve the March 8, 2022 minutes, seconded by Board Member Grundhoefer, and it carried unanimously.**

**New Business –**

**Variance Request to Section 12-3-12 (1) D.9 – 523. E Gregory Street**

Chairperson Paul Ritz addressed the board and stated that applicant, Bob Cordes, is representing the purchasers of a noncompliant restaurant and converting into a further noncompliant restaurant located at 523 E. Gregory Street. Board Member Grundhoefer inquired if there was a setback. Historic Preservation Planner Harding stated that the location is within the Gateway Review zoning district in which setbacks are based upon specific roads. Bob Cordes stated that they complied with the setbacks. A discussion continued in regards to impervious pavers. Board Member Van Hoose thanked the developer for vision and inquired if there would be room for a car in the specified area. Bob Cordes stated that there would not be room for a vehicle and that it would remain landscaped. Board Member Van Hoose asked if the paved area will be where what is now grass on the lot and if traffic flow around the building would be impacted. Bob Cordes answered yes and no respectively. Board Member Van Hoose asked what the specific condition was and noted that the situation of no outside seating was not created by the city. Board Member Powell asked if railroad right of way is a special condition. Chairperson Paul Ritz stated that 81% does not include the triangle of railroad right of way. Chairperson Paul Ritz stated that as a board all need to agree with all seven variance criteria and deliberation was needed. Chairperson Paul Ritz asked if it was an action of the application. Vice Chair Larson stated that going from 75 to 81 by variance and now more. Historic Preservation Planner Harding said he did not think this met the variance criteria, the site is existing non-conforming. Chairperson Paul Ritz agreed with Historic Preservation Planner Harding. Grundhoefer and Van Hoose both stated there were not conditions that exist that are peculiar for criteria #1. Chairperson, Paul Ritz, stated that if all the criteria are not met, the board need not continue. Bob Cordes asked if criteria would be met if he reduced the amount of impervious surface. Assistant Planning & Zoning Manager, Cannon stated that in asking for a variance, all criteria needed to be met. Assistant City Attorney, Lindsay stated a motion could be made that honors the intent and meets with policy of the Board. Reading from the code, Lindsay stated that Cordes could appeal to the Circuit Court if he did not agree with the ruling. Assistant City Attorney, Lindsay continued by saying that in Quasi, you are sitting and acting as a judge in a court of law. Furthermore, applicant (Cordes) has a right to rebuttal, including after deliberation. Harding stated that it can be approved, denied, or modified to a lesser amount. Assistant Planning & Zoning Manager, Cannon followed this by stating it still must meet the criteria. Chairperson, Paul Ritz clarified by asking if it was being suggested to move the impervious surface to an alternative area. Bob Cordes stated he was in agreement to shift some of the impervious area by using impervious pavers. Chairperson, Paul Ritz inquired if anyone had been to Fusion and stated the applicant could trade some pervious to impervious pavers to get 81%. While showing the area on the screen, Bob Cordes stated that the seating is needed, and he would like to take the surface at the dumpsters and replace with pervious pavers. Board member Van Hoose stated if there are able to make that exchange, a motion would not be needed. Assistant Planning & Zoning Manager, Cannon stated that Bob Cordes must work this out with engineering and then a variance would not be required. Chairperson, Paul Ritz asked if everyone understood that they were getting to 85% and

not staying at 81%. Board Member Grundhoefer stated that whatever the area, grant the variance with modifications to offset the amount of area (+/- 600 square feet) with equal amount of pervious pavers. The special condition is adding pervious area to offset. Board Member Powell stated special conditions were existing or we have determined there was one. **Board member Grundhoefer made a motion to approve contingent on the special condition, seconded by Board Member Powell, and it carried 6:0.**

#### **Aesthetic Review – 523 E. Gregory Street**

Bob Cordes is requesting a new color scheme, removal of storefront doors, addition of a New Orleans flair to design, a door to outside seating, window replacement, and the addition of handicap parking spaces. Chairperson, Paul Ritz, stated the presentation was weak due to missing images other than the photo of the door. Board Member, Grundhoefer, asked if the outdoor dining area would be fenced as they typically are. Bob Cordes stated they planned on moving the existing fence to the outdoor dining area. He further stated that he was unsure if they would get the variance so they did not plan much other than the color scheme changing. Assistant Planning & Zoning Manager, Cannon, stated ECUA provided comments regarding an easement on former DeLeon Right of way and stated they can't have a permanent structure. Assistant Planning & Zoning Manager Cannon asked if Chairman Paul Ritz was requesting color elevations. Chairperson, Paul Ritz stated that in prior cases, more informative plans have been shown and these plans are inconsistent. He stated it is difficult to address with what was presented. Board Member Grundhoefer asked if the three items could be abbreviated review. Chairperson, Paul Ritz stated the last two had gone to Board Member, Grundhoefer. He requested a motion from the Board to request additional information via an abbreviated review. **Board Member Grundhoefer made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Charletha Powell, and it carried 6:0.**

#### **Site Plan and Aesthetic Review – Application – 711 S. Palafox Street**

Jim English is requesting a Site Plan and Aesthetic Review for 711 S. Palafox Street. Brian Spencer referenced 4040 Dunwoody Drive. Jim English discussed with neighbors that their building falls under the category of being a contributing structure by the Architectural Review Board unlike his structure. Historic Preservation Planner Harding provided a history of demo approval. Brian Spencer stated that a precast building system is most appropriate and least impactful to adjacent buildings. Further stating that if you have been along I-10, a building can be seen being constructed using precast. Access to sides is virtually impossible to attain as is the rear due to Baylen Slip. Discussion during demo requested street level detail. Chairperson, Paul Ritz, stated horizontal lines and color like the Cultural Center would be preferable than white in an area with brick. Brian Spencer stated it was to be tan-muted limestone. Assistant Planning & Zoning Manager Cannon referenced special consideration to building within a historic district. Brian Spencer stated that Jim English was at the meeting and could discuss color. Brian Spencer stated to the south is painted stucco, and next painted stucco in pale green. On the north is a newer brick building. Across the street is blue-ish stucco. Brian Spencer further stated they are not interested in faux brick. Brian Spencer said each floor is 3400 square feet, if architects can view floor plan and remote access stairways. Board member Grundhoefer stated that the building is handsome and he is

sure they will come up with a beautiful color. Board Member Grundhoefer stated the garage was lacking human scale. Brian Spencer stated that due to FEMA, a habitable space is not allowed. Board Member Grundhoefer stated that it could be created visually. Board Member Grundhoefer also stated the wall can be blank, not like the Publix façade on Cervantes, but something other than a blank wall could be done. Discussion moved onto floor plan. Brian Spencer stated that rooms along Palafox would have a glass door with ornate entry to building. Chairperson, Paul Ritz asked if there could be embellishment. Brian Spencer stated it goes against good design. Chairperson, Paul Ritz stated spandrel glass could be used to create a storefront effect and could not be seen through. Board Member Grundhoefer stated he wanted the building to feel pedestrian. Jim English mentioned the last thing he wanted to do was stucco and brick, rather, he wanted to bring a historic feeling to South Palafox and with color and texture you can do anything. Chairperson Paul Ritz circled back to wanting to see something at a pedestrian scale other than one nice door and 3 blank spaces. Brian Spencer stated there was an opportunity to create a framework of door and spandrel glass and a transom for reflectivity. Board Member Powell stated this was a good compromise. Board Member Grundhoefer stated that the backside is contemporary and completely appropriate, Chairperson Paul Ritz agreed. Board Member Van Hoose stated that she is not excited about white and felt a darker color would be better due to the abundance of brick on the street. Discussion moved to street view of Escambia Courthouse Building. Chairperson Paul Ritz stated that the elevation is much different. Board Member Van Hoose stated it would be preferred if it blended with those buildings around it. Chairperson Paul Ritz reminded board it was a site plan and aesthetic review before the Board. Board Member Grundhoefer stated future revisions could go through an abbreviated review process. Chairperson Paul Ritz stated it is a major building. Assistant Planning & Zoning Manager Cannon mentioned that another consideration is to have them be approved together as this will continue before City Council. Brian Spencer stated he appreciated the Abbreviated Review due to construction timing. The abbreviated review will go to both Chairperson Paul Ritz and Board Member Grundhoefer. **Board Member Powell made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Larson, and it carried 6:0.**

### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation**

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation introduced by Assistant Planning & Zoning Manager Cannon. Baptist Hospital acquired additional parcels adjacent to the site of their new campus and subsequently requested annexation of the subject. This requires a map amendment to establish a new zoning district. It is customary to apply the adjacent zoning district. This was initiated through the voluntary annexation process; the city did not involuntarily apply these to Baptist. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and it carried 6:0.**

### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Mark Eaton Annexation**

Request for Map Amendments to the City's Zoning and Future Land Use Maps Mark Eaton Annexation, introduction skipped due to similarity to Baptist annexation. Vice Chair

Larson asked about the gap between the two parcels and asked if it created an enclave and if this was permitted. Assistant Planning & Zoning Manager Cannon stated that they cannot create an enclave, access must remain to the other parcels. Mark Eaton has met the criteria of the state and avoided creating an enclave. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson.** Community Member, Bob Humley approached stand and introduced himself. Was confused if he needed to be there due to confusing signage making him think he was being annexed. Assistant Planning & Zoning Manager Cannon and Chairperson Paul Ritz cleared that he was not being annexed, but if he could pursue this through a voluntary process if so desired. **Vote carried 6:0.**

### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Richards Memorial United Church Property Annexation**

Request for Map Amendments to the City's Zoning and Future land Use Maps – Richards Memorial United Church Property Annexation introduced by Assistant Planning & Zoning Manager Cannon. Stated that the jurisdictional boundary goes through the middle of the property and it is being requested into one jurisdiction. Chairperson Paul Ritz asks if there is any discussion or a motion. Vice Chair Larson asked if owner wanted this annex. Assistant Planning & Zoning Manager Cannon answered that this annex was voluntary. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and vote carried 6:0.**

### **Comprehensive Plan Amendment – Coastal Management Element**

Comprehensive Plan Amendment – Coastal Management Element introduced by Assistant Planning & Zoning Manager Cannon. In 2015, the Florida Legislature passed the Peril of Flood Law which directed jurisdictions that have a Coastal Management Element as part of their comprehensive plan to include a redevelopment component with principles that must be used to eliminate inappropriate and unsafe development in coastal areas. These requirements are related to coastal flooding and impacts of sea level rise. Pursuant to Sec 163.3178(2)(f) of Florida Statute Peril of Flood Law, the proposed amendments were drafted by a consulting firm specializing in the Peril of Flood redevelopment component. The redevelopment component must include the six strategies outlined in the state statute addressing best management practices that reduce losses due to flooding. Assistant Planning & Zoning Manager Cannon stated that the Planning Board has the authority to further edit both the existing and proposed language. Proposed amendment recommendations made by Chairperson Paul Ritz, Vice Chair Larson, Board Members Grundhoefer, Van Hoose, and Powel were discussed and notated by Assistant Planning & Zoning Manager Cannon. **Vice Chair Larson motioned to approve as amended, seconded by Board Member Powell, and vote carried 6:0.**

**Open Forum – none**

**Discussion – none**

**Adjournment** – With no further business, the Board adjourned at 5:24 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP  
Assistant Planning Director  
Secretary of the Board



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 21-22

City Council

5/12/2022

---

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PROPOSED ORDINANCE NO. 21-22 - FUTURE LAND USE MAP AMENDMENT - RECENTLY ANNEXED PROPERTIES - 315 EAST SELINA STREET AND 4908 CHANEY STREET

**RECOMMENDATION:**

That City Council adopt Proposed Ordinance No. 21-22 on second reading.

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

**.HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City recently approved the annexation of properties located at 315 Selina Street and 4908 Chaney Steet. The annexation necessitates an amendment to the City's Future Land Use and Zoning Maps to include the subject properties The recommended zoning is C-3 (Commercial, Wholesale and Limited Industry) with a corresponding Future Land Use designation of C (Commercial).

On April 12, 2022 the Planning Board unanimously recommended approval of the proposed map amendments.

**PRIOR ACTION:**

April 28, 2022 - City Council voted to approve Proposed Ordinance No. 21-22 on first reading.

April 14, 2022 - City Council granted final approval of the annexation request.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The City would receive stormwater and franchise fees and where applicable, ad valorem and public service tax revenues from the subject parcels as well as from any future improvements.

**CITY ATTORNEY REVIEW:** Yes

4/14/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
David Forte, Deputy City Administrator - Community Development  
Sherry Morris, AICP, Development Services Department Director

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 21-22
- 2) Exhibit A - Maps of Annexation Area
- 3) Planning Board Minutes April 12 2022 - DRAFT

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 21-22

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:

COMMENCE AT INTERSECTION OF SOUTH LINE OF SEC 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND THE WEST LINE OF FERRY PASS HIGHWAY, THENCE NORTHERLY ALONG THE WEST LINE OF FERRY PASS HIGHWAY, A DISTANCE OF 2334, 30 FEET TO THE SOUTH LINE OF A 40 FOOT ROAD, THENCE RUN WESTERLY ALONG THE SOUTH LINE OF A 40 FOOT ROAD A

DISTANCE OF 1750.00 FEET; THENCE DEPARTING SAID 40 FOOT ROAD GO SOUTH 06 DEGREES 00 MINUTES 51 SECONDS WEST A DISTANCE OF 120.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 06 DEGREES 00 MINUTES 51 SECONDS WEST A DISTANCE OF 119.05 FEET; THENCE GO SOUTH 77 DEGREES 40 MINUTES 06 SECONDS WEST A DISTANCE OF 90.85 FEET; THENCE GO NORTH 12 DEGREES 06 MINUTES 15 SECONDS WEST A DISTANCE OF 113.00 FEET; THENCE GO NORTH 77 DEGREES 40 MINUTES 06 SECONDS EAST A DISTANCE OF 127.86 FEET TO THE POINT OF BEGINNING; THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

AND;

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND THE WEST LINE OF FERRY PASS HIGHWAY, THENCE RUN NORTHERLY ALONG THE WEST LINE OF FERRY PASS HIGHWAY, A DISTANCE OF 2334.30 FEET TO THE SOUTH LINE OF A 40 FOOT ROAD, THENCE RUN WESTERLY ALONG THE SOUTH LINE OF A 40 FOOT ROAD A DISTANCE OF 1750.00 FEET; THENCE DEPARTING SAID 40 FOOT ROAD GO SOUTH 06 DEGREES 00 MINUTES 51 SECONDS WEST A DISTANCE OF 120.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 06 DEGREES 00 MINUTES 51 SECONDS WEST A DISTANCE OF 119.05 FEET; THENCE GO SOUTH 77 DEGREES 40 MINUTES 06 SECONDS WEST A DISTANCE OF 9.85 FEET; THENCE GO NORTH 12 DEGREES 06 MINUTES 15 SECONDS WEST A DISTANCE OF 113.00 FEET; THENCE GO NORTH 77 DEGREES 40 MINUTES 06 SECONDS EAST A DISTANCE OF 127.86 FEET TO THE POINT OF BEGINNING; THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

the same is hereby changed to Commercial Land Use District fully as if all of the said real property had been originally included in City of Pensacola Commercial Future Land Use District.

A map depicting the area to be annexed is attached hereto as Exhibit A.

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.

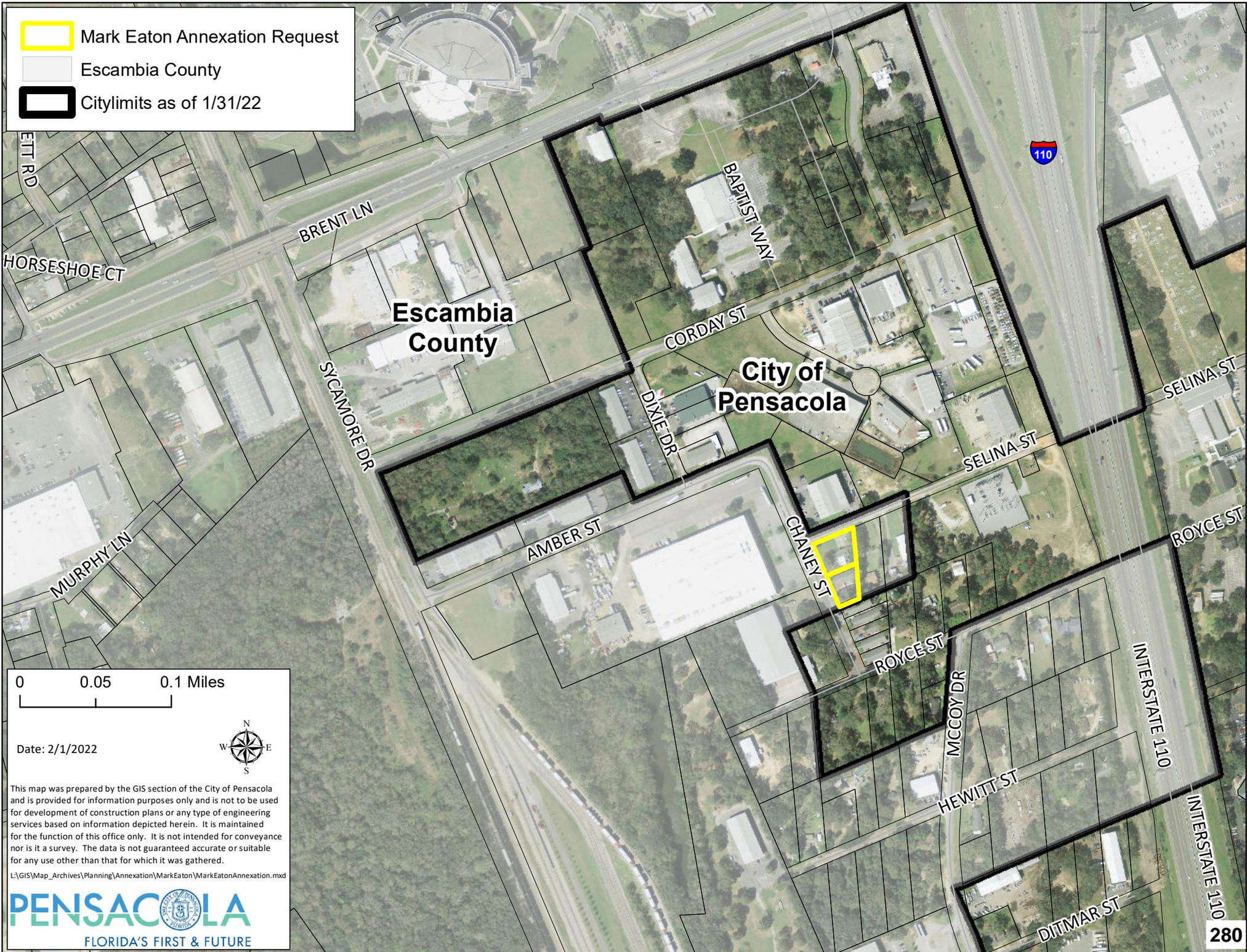
Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

-  Mark Eaton Annexation Request
-  Escambia County
-  Citylimits as of 1/31/22



0 0.05 0.1 Miles



Date: 2/1/2022

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\Annexation\MarkEaton\MarkEatonAnnexation.mxd

 Mark Eaton Annexation Request

**Zoning**

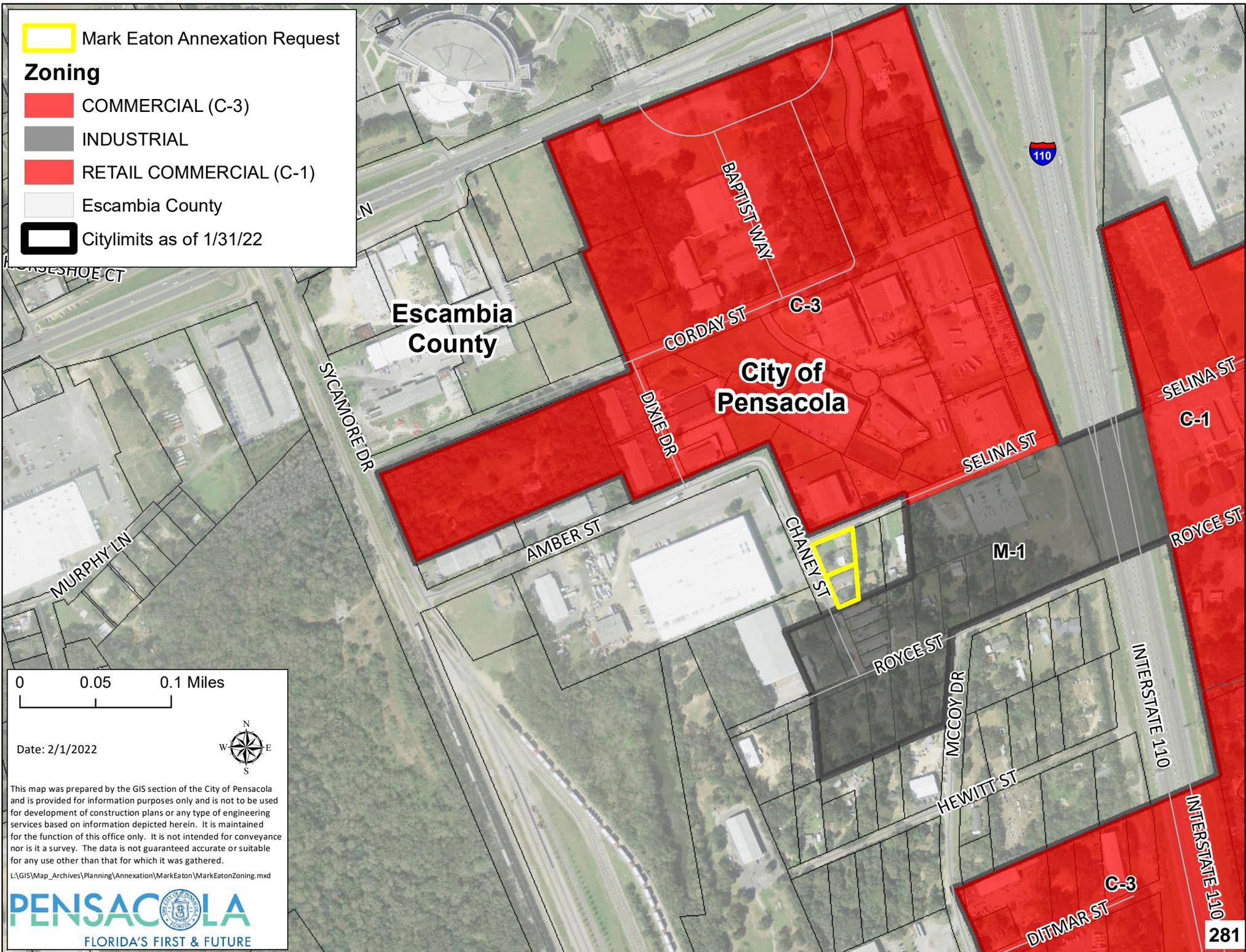
 COMMERCIAL (C-3)

 INDUSTRIAL

 RETAIL COMMERCIAL (C-1)

 Escambia County

 Citylimits as of 1/31/22



0 0.05 0.1 Miles

Date: 2/1/2022



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\Annexation\MarkEaton\MarkEatonZoning.mxd

 Mark Eaton Annexation Request

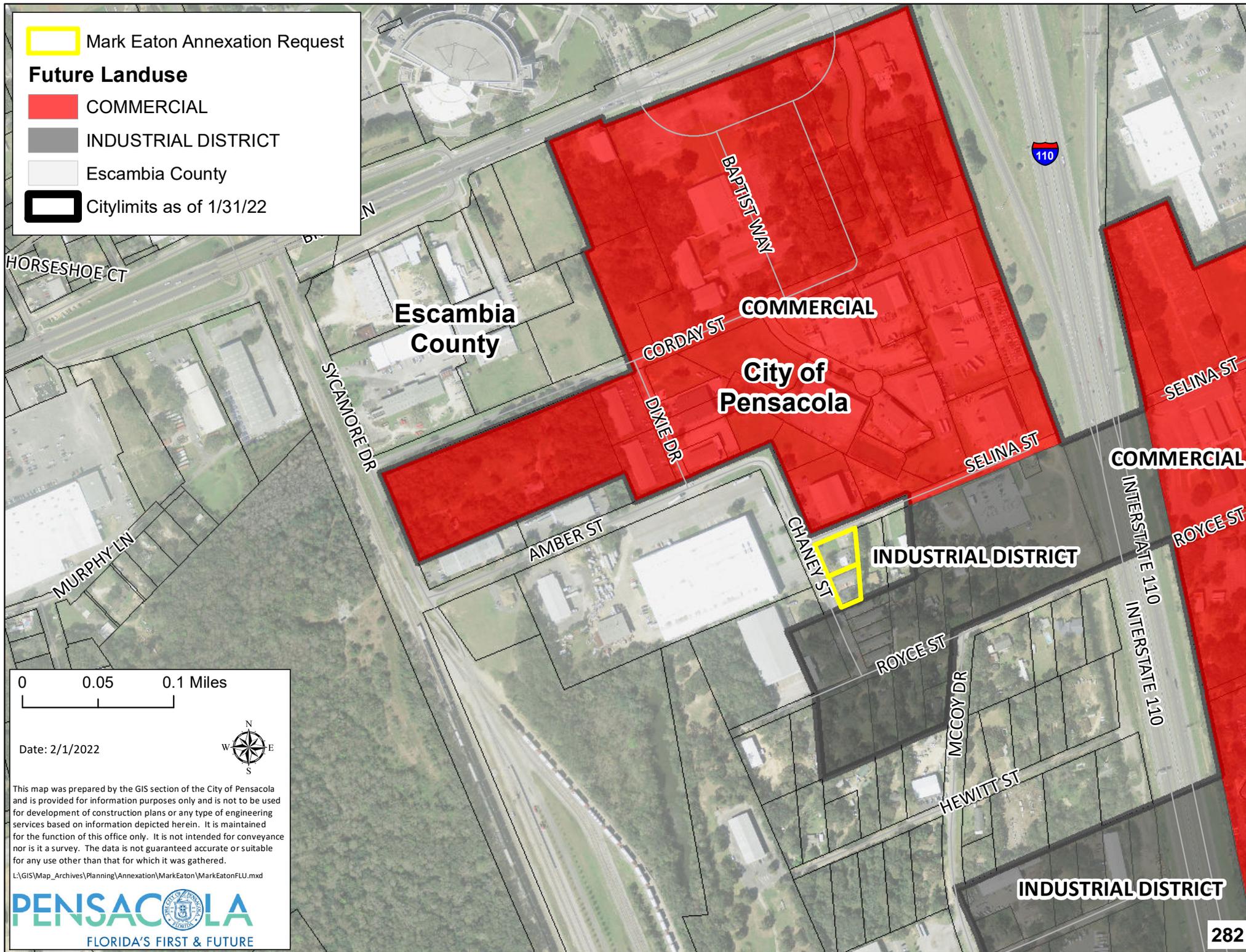
**Future Landuse**

 COMMERCIAL

 INDUSTRIAL DISTRICT

 Escambia County

 Citylimits as of 1/31/22



0 0.05 0.1 Miles

Date: 2/1/2022



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\Annexation\MarkEaton\MarkEatonFLU.mxd



## **MINUTES OF THE PLANNING BOARD**

**April 12, 2022**

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

**MEMBERS ABSENT:** Board Member Villegas (virtual – no voting).

**STAFF PRESENT:** Assistant Planning & Zoning Manager Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Help Desk Technician Russo, Development Services Director Morris

**STAFF VIRTUAL:** Senior Planner Statler

**OTHERS PRESENT:** Bob Cordes, Jim English, Brian Spencer, Bob Humley

### **AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from March 8, 2022
- **New Business:**
- Variance Request – 523 E. Gregory Street
- Aesthetic Review – 523 E. Gregory Street
- Site Plan and Aesthetic Review – 711 S. Palafox Street
- Request for Map Amendments – Baptist Hospital Annexation
- Request for Map Amendments – Mark Eaton Annexation
- Request for Map Amendments – Richards Memorial United Church Property Annexation
- Comprehensive Plan Amendment – Coastal Management Element
- 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 Larson made a motion to approve the March 8, 2022 minutes, seconded by Board Member Grundhoefer, and it carried unanimously.**

**New Business –**

**Variance Request to Section 12-3-12 (1) D.9 – 523. E Gregory Street**

Chairperson Paul Ritz addressed the board and stated that applicant, Bob Cordes, is representing the purchasers of a noncompliant restaurant and converting into a further noncompliant restaurant located at 523 E. Gregory Street. Board Member Grundhoefer inquired if there was a setback. Historic Preservation Planner Harding stated that the location is within the Gateway Review zoning district in which setbacks are based upon specific roads. Bob Cordes stated that they complied with the setbacks. A discussion continued in regards to impervious pavers. Board Member Van Hoose thanked the developer for vision and inquired if there would be room for a car in the specified area. Bob Cordes stated that there would not be room for a vehicle and that it would remain landscaped. Board Member Van Hoose asked if the paved area will be where what is now grass on the lot and if traffic flow around the building would be impacted. Bob Cordes answered yes and no respectively. Board Member Van Hoose asked what the specific condition was and noted that the situation of no outside seating was not created by the city. Board Member Powell asked if railroad right of way is a special condition. Chairperson Paul Ritz stated that 81% does not include the triangle of railroad right of way. Chairperson Paul Ritz stated that as a board all need to agree with all seven variance criteria and deliberation was needed. Chairperson Paul Ritz asked if it was an action of the application. Vice Chair Larson stated that going from 75 to 81 by variance and now more. Historic Preservation Planner Harding said he did not think this met the variance criteria, the site is existing non-conforming. Chairperson Paul Ritz agreed with Historic Preservation Planner Harding. Grundhoefer and Van Hoose both stated there were not conditions that exist that are peculiar for criteria #1. Chairperson, Paul Ritz, stated that if all the criteria are not met, the board need not continue. Bob Cordes asked if criteria would be met if he reduced the amount of impervious surface. Assistant Planning & Zoning Manager, Cannon stated that in asking for a variance, all criteria needed to be met. Assistant City Attorney, Lindsay stated a motion could be made that honors the intent and meets with policy of the Board. Reading from the code, Lindsay stated that Cordes could appeal to the Circuit Court if he did not agree with the ruling. Assistant City Attorney, Lindsay continued by saying that in Quasi, you are sitting and acting as a judge in a court of law. Furthermore, applicant (Cordes) has a right to rebuttal, including after deliberation. Harding stated that it can be approved, denied, or modified to a lesser amount. Assistant Planning & Zoning Manager, Cannon followed this by stating it still must meet the criteria. Chairperson, Paul Ritz clarified by asking if it was being suggested to move the impervious surface to an alternative area. Bob Cordes stated he was in agreement to shift some of the impervious area by using impervious pavers. Chairperson, Paul Ritz inquired if anyone had been to Fusion and stated the applicant could trade some pervious to impervious pavers to get 81%. While showing the area on the screen, Bob Cordes stated that the seating is needed, and he would like to take the surface at the dumpsters and replace with pervious pavers. Board member Van Hoose stated if there are able to make that exchange, a motion would not be needed. Assistant Planning & Zoning Manager, Cannon stated that Bob Cordes must work this out with engineering and then a variance would not be required. Chairperson, Paul Ritz asked if everyone understood that they were getting to 85% and

not staying at 81%. Board Member Grundhoefer stated that whatever the area, grant the variance with modifications to offset the amount of area (+/- 600 square feet) with equal amount of pervious pavers. The special condition is adding pervious area to offset. Board Member Powell stated special conditions were existing or we have determined there was one. **Board member Grundhoefer made a motion to approve contingent on the special condition, seconded by Board Member Powell, and it carried 6:0.**

#### **Aesthetic Review – 523 E. Gregory Street**

Bob Cordes is requesting a new color scheme, removal of storefront doors, addition of a New Orleans flair to design, a door to outside seating, window replacement, and the addition of handicap parking spaces. Chairperson, Paul Ritz, stated the presentation was weak due to missing images other than the photo of the door. Board Member, Grundhoefer, asked if the outdoor dining area would be fenced as they typically are. Bob Cordes stated they planned on moving the existing fence to the outdoor dining area. He further stated that he was unsure if they would get the variance so they did not plan much other than the color scheme changing. Assistant Planning & Zoning Manager, Cannon, stated ECUA provided comments regarding an easement on former DeLeon Right of way and stated they can't have a permanent structure. Assistant Planning & Zoning Manager Cannon asked if Chairman Paul Ritz was requesting color elevations. Chairperson, Paul Ritz stated that in prior cases, more informative plans have been shown and these plans are inconsistent. He stated it is difficult to address with what was presented. Board Member Grundhoefer asked if the three items could be abbreviated review. Chairperson, Paul Ritz stated the last two had gone to Board Member, Grundhoefer. He requested a motion from the Board to request additional information via an abbreviated review. **Board Member Grundhoefer made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Charletha Powell, and it carried 6:0.**

#### **Site Plan and Aesthetic Review – Application – 711 S. Palafox Street**

Jim English is requesting a Site Plan and Aesthetic Review for 711 S. Palafox Street. Brian Spencer referenced 4040 Dunwoody Drive. Jim English discussed with neighbors that their building falls under the category of being a contributing structure by the Architectural Review Board unlike his structure. Historic Preservation Planner Harding provided a history of demo approval. Brian Spencer stated that a precast building system is most appropriate and least impactful to adjacent buildings. Further stating that if you have been along I-10, a building can be seen being constructed using precast. Access to sides is virtually impossible to attain as is the rear due to Baylen Slip. Discussion during demo requested street level detail. Chairperson, Paul Ritz, stated horizontal lines and color like the Cultural Center would be preferable than white in an area with brick. Brian Spencer stated it was to be tan-muted limestone. Assistant Planning & Zoning Manager Cannon referenced special consideration to building within a historic district. Brian Spencer stated that Jim English was at the meeting and could discuss color. Brian Spencer stated to the south is painted stucco, and next painted stucco in pale green. On the north is a newer brick building. Across the street is blue-ish stucco. Brian Spencer further stated they are not interested in faux brick. Brian Spencer said each floor is 3400 square feet, if architects can view floor plan and remote access stairways. Board member Grundhoefer stated that the building is handsome and he is

sure they will come up with a beautiful color. Board Member Grundhoefer stated the garage was lacking human scale. Brian Spencer stated that due to FEMA, a habitable space is not allowed. Board Member Grundhoefer stated that it could be created visually. Board Member Grundhoefer also stated the wall can be blank, not like the Publix façade on Cervantes, but something other than a blank wall could be done. Discussion moved onto floor plan. Brian Spencer stated that rooms along Palafox would have a glass door with ornate entry to building. Chairperson, Paul Ritz asked if there could be embellishment. Brian Spencer stated it goes against good design. Chairperson, Paul Ritz stated spandrel glass could be used to create a storefront effect and could not be seen through. Board Member Grundhoefer stated he wanted the building to feel pedestrian. Jim English mentioned the last thing he wanted to do was stucco and brick, rather, he wanted to bring a historic feeling to South Palafox and with color and texture you can do anything. Chairperson Paul Ritz circled back to wanting to see something at a pedestrian scale other than one nice door and 3 blank spaces. Brian Spencer stated there was an opportunity to create a framework of door and spandrel glass and a transom for reflectivity. Board Member Powell stated this was a good compromise. Board Member Grundhoefer stated that the backside is contemporary and completely appropriate, Chairperson Paul Ritz agreed. Board Member Van Hoose stated that she is not excited about white and felt a darker color would be better due to the abundance of brick on the street. Discussion moved to street view of Escambia Courthouse Building. Chairperson Paul Ritz stated that the elevation is much different. Board Member Van Hoose stated it would be preferred if it blended with those buildings around it. Chairperson Paul Ritz reminded board it was a site plan and aesthetic review before the Board. Board Member Grundhoefer stated future revisions could go through an abbreviated review process. Chairperson Paul Ritz stated it is a major building. Assistant Planning & Zoning Manager Cannon mentioned that another consideration is to have them be approved together as this will continue before City Council. Brian Spencer stated he appreciated the Abbreviated Review due to construction timing. The abbreviated review will go to both Chairperson Paul Ritz and Board Member Grundhoefer. **Board Member Powell made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Larson, and it carried 6:0.**

### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation**

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation introduced by Assistant Planning & Zoning Manager Cannon. Baptist Hospital acquired additional parcels adjacent to the site of their new campus and subsequently requested annexation of the subject. This requires a map amendment to establish a new zoning district. It is customary to apply the adjacent zoning district. This was initiated through the voluntary annexation process; the city did not involuntarily apply these to Baptist. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and it carried 6:0.**

### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Mark Eaton Annexation**

Request for Map Amendments to the City's Zoning and Future Land Use Maps Mark Eaton Annexation, introduction skipped due to similarity to Baptist annexation. Vice Chair

Larson asked about the gap between the two parcels and asked if it created an enclave and if this was permitted. Assistant Planning & Zoning Manager Cannon stated that they cannot create an enclave, access must remain to the other parcels. Mark Eaton has met the criteria of the state and avoided creating an enclave. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson.** Community Member, Bob Humley approached stand and introduced himself. Was confused if he needed to be there due to confusing signage making him think he was being annexed. Assistant Planning & Zoning Manager Cannon and Chairperson Paul Ritz cleared that he was not being annexed, but if he could pursue this through a voluntary process if so desired. **Vote carried 6:0.**

### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Richards Memorial United Church Property Annexation**

Request for Map Amendments to the City's Zoning and Future land Use Maps – Richards Memorial United Church Property Annexation introduced by Assistant Planning & Zoning Manager Cannon. Stated that the jurisdictional boundary goes through the middle of the property and it is being requested into one jurisdiction. Chairperson Paul Ritz asks if there is any discussion or a motion. Vice Chair Larson asked if owner wanted this annex. Assistant Planning & Zoning Manager Cannon answered that this annex was voluntary. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and vote carried 6:0.**

### **Comprehensive Plan Amendment – Coastal Management Element**

Comprehensive Plan Amendment – Coastal Management Element introduced by Assistant Planning & Zoning Manager Cannon. In 2015, the Florida Legislature passed the Peril of Flood Law which directed jurisdictions that have a Coastal Management Element as part of their comprehensive plan to include a redevelopment component with principles that must be used to eliminate inappropriate and unsafe development in coastal areas. These requirements are related to coastal flooding and impacts of sea level rise. Pursuant to Sec 163.3178(2)(f) of Florida Statute Peril of Flood Law, the proposed amendments were drafted by a consulting firm specializing in the Peril of Flood redevelopment component. The redevelopment component must include the six strategies outlined in the state statute addressing best management practices that reduce losses due to flooding. Assistant Planning & Zoning Manager Cannon stated that the Planning Board has the authority to further edit both the existing and proposed language. Proposed amendment recommendations made by Chairperson Paul Ritz, Vice Chair Larson, Board Members Grundhoefer, Van Hoose, and Powel were discussed and notated by Assistant Planning & Zoning Manager Cannon. **Vice Chair Larson motioned to approve as amended, seconded by Board Member Powell, and vote carried 6:0.**

**Open Forum – none**

**Discussion – none**

**Adjournment** – With no further business, the Board adjourned at 5:24 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP  
Assistant Planning Director  
Secretary of the Board



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 22-22

City Council

5/12/2022

---

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PROPOSED ORDINANCE NO. 22-22 - ZONING MAP AMENDMENT - RECENTLY ANNEXED PROPERTIES - 315 EAST SELINA STREET AND 4908 CHANEY STREET

**RECOMMENDATION:**

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

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF 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, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City recently approved the annexation of properties located at 315 Selina Street and 4908 Chaney Steet. The annexation necessitates an amendment to the City's Future Land Use and Zoning Maps to include the subject properties The recommended zoning is C-3 (Commercial, Wholesale and Limited Industry) with a corresponding Future Land Use designation of C (Commercial).

On April 12, 2022 the Planning Board unanimously recommended approval of the proposed map amendments.

**PRIOR ACTION:**

April 28, 2022 - City Council voted to approve Proposed Ordinance No. 22-22 on first reading.

April 14, 2022 - City Council granted final approval of the annexation request.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The City would receive stormwater and franchise fees and where applicable, ad valorem and public service tax revenues from the subject parcels as well as from any future improvements.

**CITY ATTORNEY REVIEW:** Yes

4/14/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
David Forte, Deputy City Administrator - Community Development  
Sherry Morris, AICP, Development Services Department Director

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 22-22
- 2) Exhibit A - Maps of Annexation Area
- 3) Planning Board Minutes April 12 2022 - DRAFT

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 22-22

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, FLORIDA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA, FLORIDA; 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 April 28, 2022 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 affirmative 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:

COMMENCE AT INTERSECTION OF SOUTH LINE OF SEC 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND THE WEST LINE OF FERRY PASS HIGHWAY, THENCE NORTHERLY ALONG THE WEST LINE OF FERRY PASS HIGHWAY, A DISTANCE OF 2334, 30 FEET TO THE SOUTH LINE OF A 40 FOOT ROAD, THENCE RUN WESTERLY ALONG THE SOUTH LINE OF A 40 FOOT ROAD A DISTANCE OF 1750.00 FEET; THENCE DEPARTING SAID 40 FOOT ROAD GO SOUTH 06 DEGREES 00 MINUTES 51 SECONDS WEST A DISTANCE OF 120.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 06 DEGREES 00 MINUTES 51 SECONDS WEST A DISTANCE OF 119.05 FEET; THENCE GO SOUTH

77 DEGREES 40 MINUTES 06 SECONDS WEST A DISTANCE OF 90.85 FEET; THENCE GO NORTH 12 DEGREES 06 MINUTES 15 SECONDS WEST A DISTANCE OF 113.00 FEET; THENCE GO NORTH 77 DEGREES 40 MINUTES 06 SECONDS EAST A DISTANCE OF 127.86 FEET TO THE POINT OF BEGINNING; THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

AND;

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND THE WEST LINE OF FERRY PASS HIGHWAY, THENCE RUN NORTHERLY ALONG THE WEST LINE OF FERRY PASS HIGHWAY, A DISTANCE OF 2334.30 FEET TO THE SOUTH LINE OF A 40 FOOT ROAD, THENCE RUN WESTERLY ALONG THE SOUTH LINE OF A 40 FOOT ROAD A DISTANCE OF 1750.00 FEET; THENCE DEPARTING SAID 40 FOOT ROAD GO SOUTH 06 DEGREES 00 MINUTES 51 SECONDS WEST A DISTANCE OF 120.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 06 DEGREES 00 MINUTES 51 SECONDS WEST A DISTANCE OF 119.05 FEET; THENCE GO SOUTH 77 DEGREES 40 MINUTES 06 SECONDS WEST A DISTANCE OF 9.85 FEET; THENCE GO NORTH 12 DEGREES 06 MINUTES 15 SECONDS WEST A DISTANCE OF 113.00 FEET; THENCE GO NORTH 77 DEGREES 40 MINUTES 06 SECONDS EAST A DISTANCE OF 127.86 FEET TO THE POINT OF BEGINNING; THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

is hereby changed from County zoning designation to C-3 – Commercial, Wholesale and Limited Industry.

A map depicting the area to be annexed is attached hereto as Exhibit A.

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

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

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

Adopted: \_\_\_\_\_

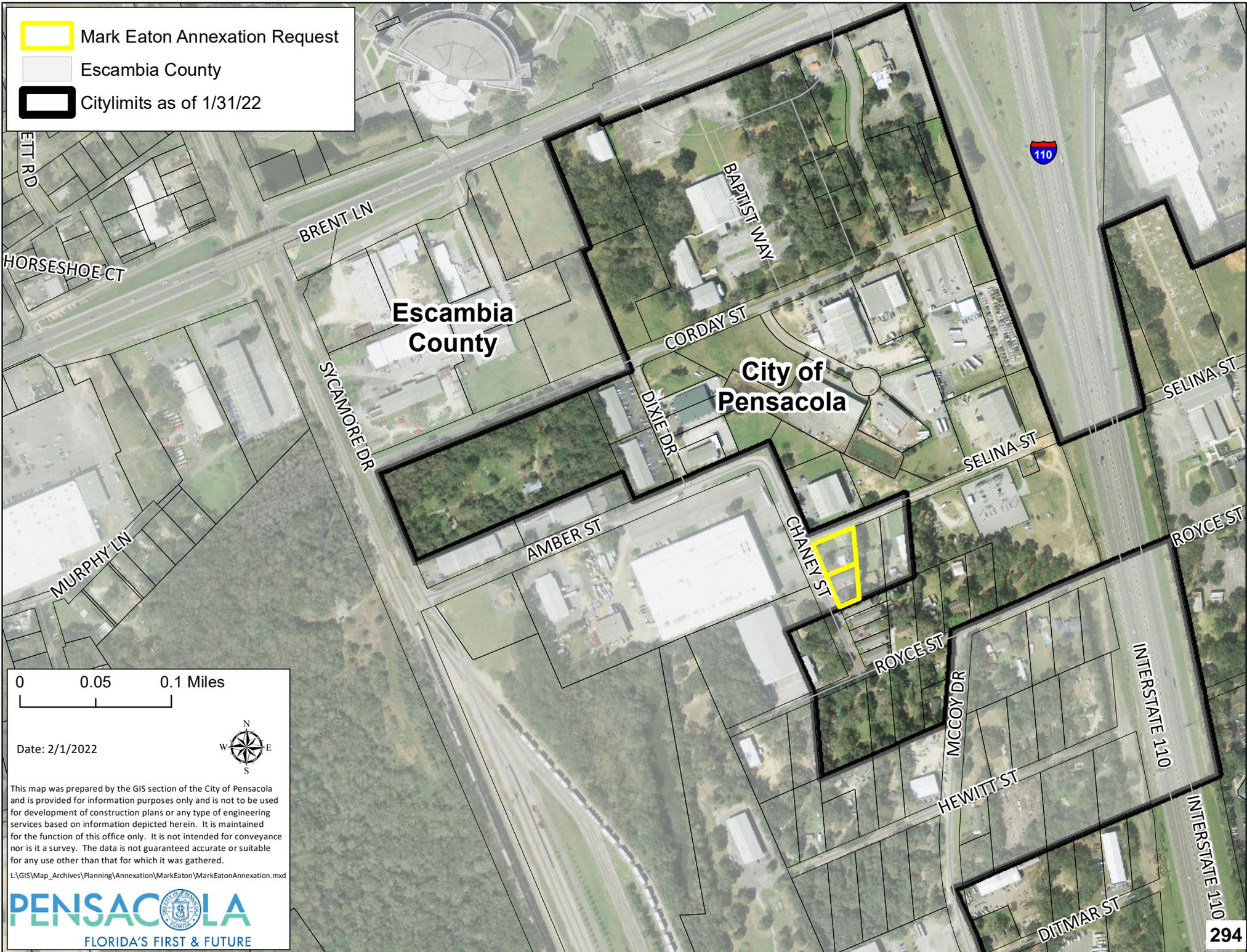
Approved: \_\_\_\_\_

President of City Council

Attest:

\_\_\_\_\_  
City Clerk

-  Mark Eaton Annexation Request
-  Escambia County
-  Citylimits as of 1/31/22



Date: 2/1/2022



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\Annexation\MarkEaton\MarkEatonAnnexation.mxd

 Mark Eaton Annexation Request

**Zoning**

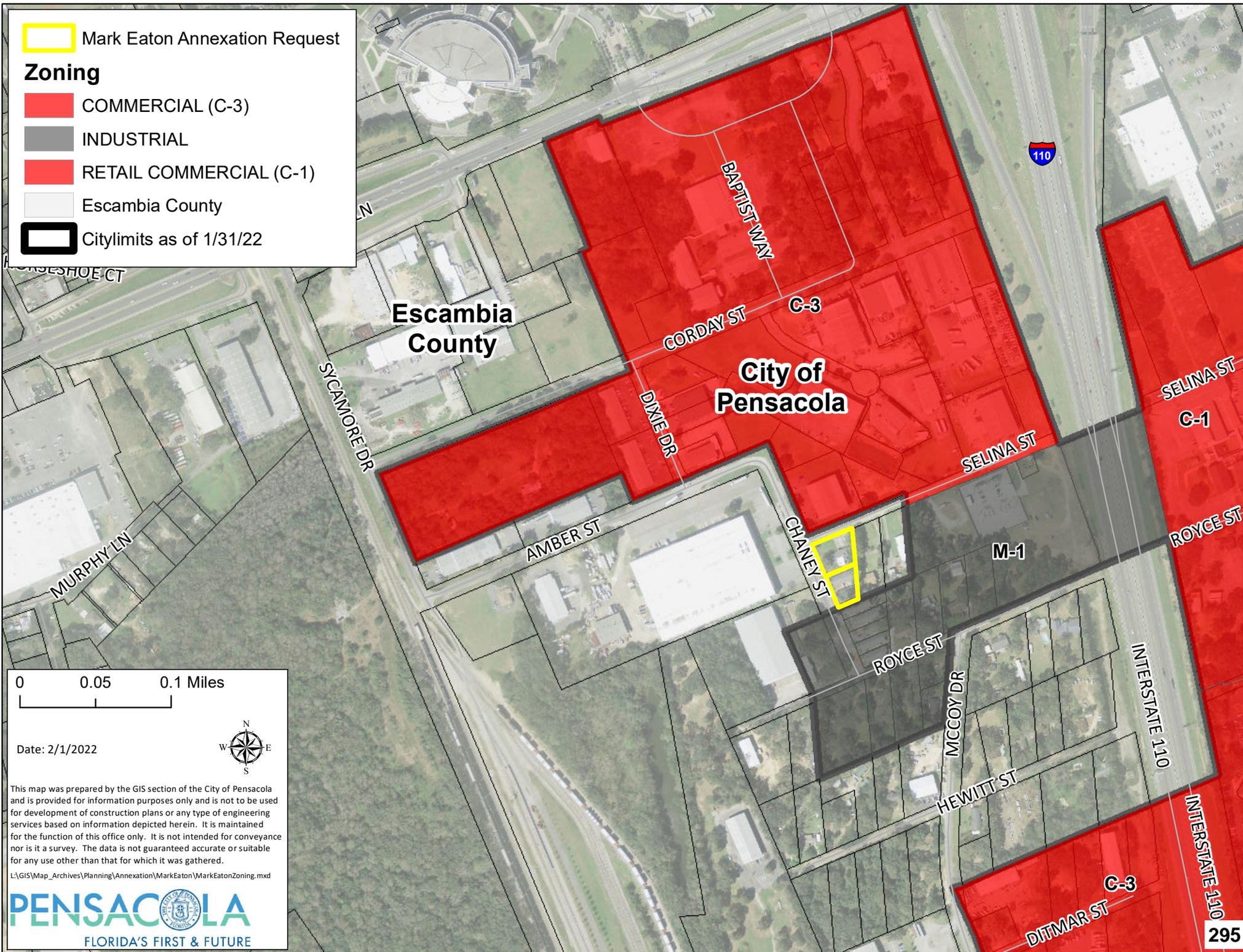
 COMMERCIAL (C-3)

 INDUSTRIAL

 RETAIL COMMERCIAL (C-1)

 Escambia County

 Citylimits as of 1/31/22



0 0.05 0.1 Miles

Date: 2/1/2022



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\Annexation\MarkEaton\MarkEatonZoning.mxd

 Mark Eaton Annexation Request

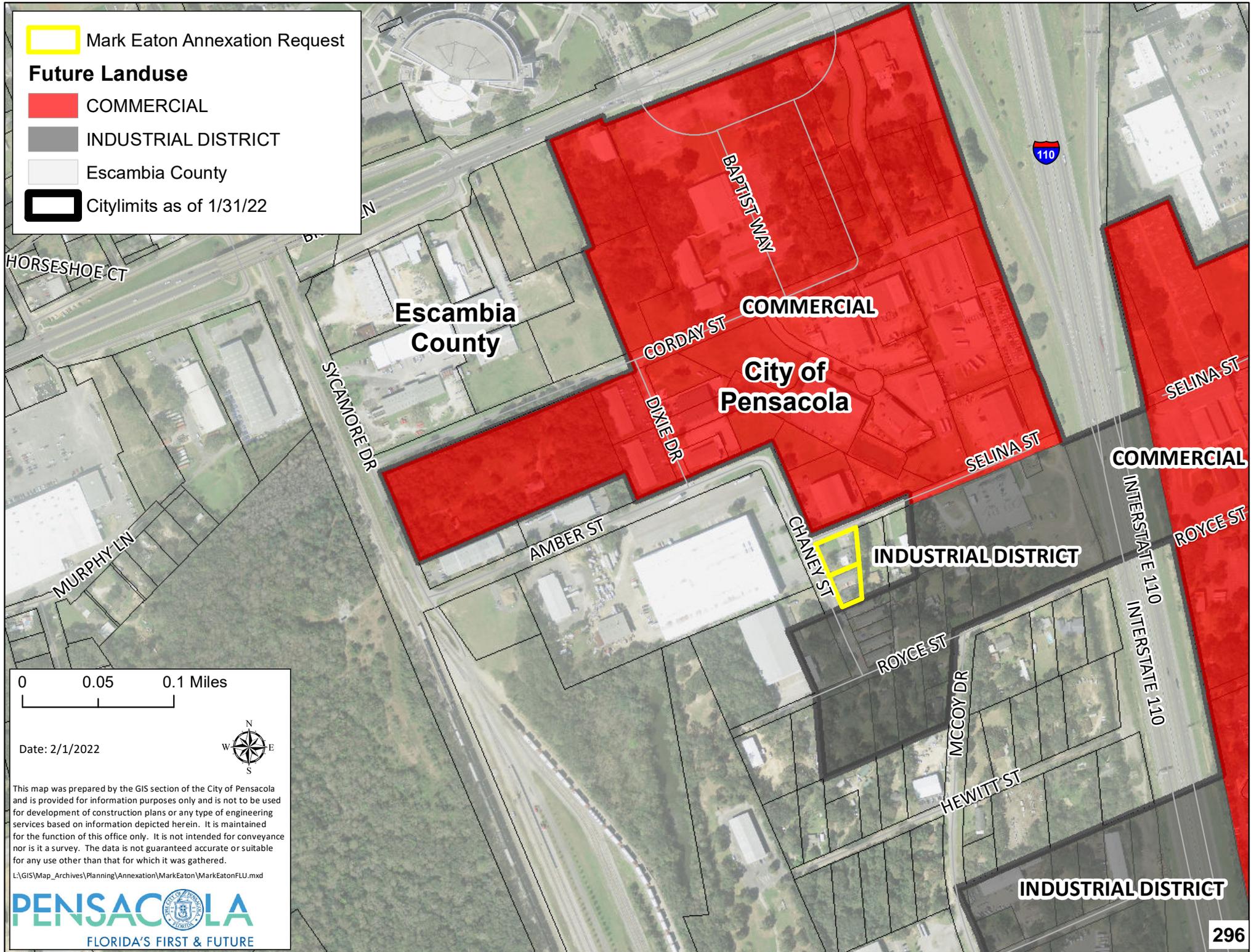
**Future Landuse**

 COMMERCIAL

 INDUSTRIAL DISTRICT

 Escambia County

 Citylimits as of 1/31/22



0 0.05 0.1 Miles

Date: 2/1/2022



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\Annexation\MarkEaton\MarkEatonFLU.mxd



## **MINUTES OF THE PLANNING BOARD**

**April 12, 2022**

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

**MEMBERS ABSENT:** Board Member Villegas (virtual – no voting).

**STAFF PRESENT:** Assistant Planning & Zoning Manager Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Help Desk Technician Russo, Development Services Director Morris

**STAFF VIRTUAL:** Senior Planner Statler

**OTHERS PRESENT:** Bob Cordes, Jim English, Brian Spencer, Bob Humley

### **AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from March 8, 2022
- **New Business:**
  - Variance Request – 523 E. Gregory Street
  - Aesthetic Review – 523 E. Gregory Street
  - Site Plan and Aesthetic Review – 711 S. Palafox Street
  - Request for Map Amendments – Baptist Hospital Annexation
  - Request for Map Amendments – Mark Eaton Annexation
  - Request for Map Amendments – Richards Memorial United Church Property Annexation
  - Comprehensive Plan Amendment – Coastal Management Element
  - 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 Larson made a motion to approve the March 8, 2022 minutes, seconded by Board Member Grundhoefer, and it carried unanimously.**

**New Business –**

**Variance Request to Section 12-3-12 (1) D.9 – 523. E Gregory Street**

Chairperson Paul Ritz addressed the board and stated that applicant, Bob Cordes, is representing the purchasers of a noncompliant restaurant and converting into a further noncompliant restaurant located at 523 E. Gregory Street. Board Member Grundhoefer inquired if there was a setback. Historic Preservation Planner Harding stated that the location is within the Gateway Review zoning district in which setbacks are based upon specific roads. Bob Cordes stated that they complied with the setbacks. A discussion continued in regards to impervious pavers. Board Member Van Hoose thanked the developer for vision and inquired if there would be room for a car in the specified area. Bob Cordes stated that there would not be room for a vehicle and that it would remain landscaped. Board Member Van Hoose asked if the paved area will be where what is now grass on the lot and if traffic flow around the building would be impacted. Bob Cordes answered yes and no respectively. Board Member Van Hoose asked what the specific condition was and noted that the situation of no outside seating was not created by the city. Board Member Powell asked if railroad right of way is a special condition. Chairperson Paul Ritz stated that 81% does not include the triangle of railroad right of way. Chairperson Paul Ritz stated that as a board all need to agree with all seven variance criteria and deliberation was needed. Chairperson Paul Ritz asked if it was an action of the application. Vice Chair Larson stated that going from 75 to 81 by variance and now more. Historic Preservation Planner Harding said he did not think this met the variance criteria, the site is existing non-conforming. Chairperson Paul Ritz agreed with Historic Preservation Planner Harding. Grundhoefer and Van Hoose both stated there were not conditions that exist that are peculiar for criteria #1. Chairperson, Paul Ritz, stated that if all the criteria are not met, the board need not continue. Bob Cordes asked if criteria would be met if he reduced the amount of impervious surface. Assistant Planning & Zoning Manager, Cannon stated that in asking for a variance, all criteria needed to be met. Assistant City Attorney, Lindsay stated a motion could be made that honors the intent and meets with policy of the Board. Reading from the code, Lindsay stated that Cordes could appeal to the Circuit Court if he did not agree with the ruling. Assistant City Attorney, Lindsay continued by saying that in Quasi, you are sitting and acting as a judge in a court of law. Furthermore, applicant (Cordes) has a right to rebuttal, including after deliberation. Harding stated that it can be approved, denied, or modified to a lesser amount. Assistant Planning & Zoning Manager, Cannon followed this by stating it still must meet the criteria. Chairperson, Paul Ritz clarified by asking if it was being suggested to move the impervious surface to an alternative area. Bob Cordes stated he was in agreement to shift some of the impervious area by using impervious pavers. Chairperson, Paul Ritz inquired if anyone had been to Fusion and stated the applicant could trade some pervious to impervious pavers to get 81%. While showing the area on the screen, Bob Cordes stated that the seating is needed, and he would like to take the surface at the dumpsters and replace with pervious pavers. Board member Van Hoose stated if there are able to make that exchange, a motion would not be needed. Assistant Planning & Zoning Manager, Cannon stated that Bob Cordes must work this out with engineering and then a variance would not be required. Chairperson, Paul Ritz asked if everyone understood that they were getting to 85% and

not staying at 81%. Board Member Grundhoefer stated that whatever the area, grant the variance with modifications to offset the amount of area (+/- 600 square feet) with equal amount of pervious pavers. The special condition is adding pervious area to offset. Board Member Powell stated special conditions were existing or we have determined there was one. **Board member Grundhoefer made a motion to approve contingent on the special condition, seconded by Board Member Powell, and it carried 6:0.**

#### **Aesthetic Review – 523 E. Gregory Street**

Bob Cordes is requesting a new color scheme, removal of storefront doors, addition of a New Orleans flair to design, a door to outside seating, window replacement, and the addition of handicap parking spaces. Chairperson, Paul Ritz, stated the presentation was weak due to missing images other than the photo of the door. Board Member, Grundhoefer, asked if the outdoor dining area would be fenced as they typically are. Bob Cordes stated they planned on moving the existing fence to the outdoor dining area. He further stated that he was unsure if they would get the variance so they did not plan much other than the color scheme changing. Assistant Planning & Zoning Manager, Cannon, stated ECUA provided comments regarding an easement on former DeLeon Right of way and stated they can't have a permanent structure. Assistant Planning & Zoning Manager Cannon asked if Chairman Paul Ritz was requesting color elevations. Chairperson, Paul Ritz stated that in prior cases, more informative plans have been shown and these plans are inconsistent. He stated it is difficult to address with what was presented. Board Member Grundhoefer asked if the three items could be abbreviated review. Chairperson, Paul Ritz stated the last two had gone to Board Member, Grundhoefer. He requested a motion from the Board to request additional information via an abbreviated review. **Board Member Grundhoefer made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Charletha Powell, and it carried 6:0.**

#### **Site Plan and Aesthetic Review – Application – 711 S. Palafox Street**

Jim English is requesting a Site Plan and Aesthetic Review for 711 S. Palafox Street. Brian Spencer referenced 4040 Dunwoody Drive. Jim English discussed with neighbors that their building falls under the category of being a contributing structure by the Architectural Review Board unlike his structure. Historic Preservation Planner Harding provided a history of demo approval. Brian Spencer stated that a precast building system is most appropriate and least impactful to adjacent buildings. Further stating that if you have been along I-10, a building can be seen being constructed using precast. Access to sides is virtually impossible to attain as is the rear due to Baylen Slip. Discussion during demo requested street level detail. Chairperson, Paul Ritz, stated horizontal lines and color like the Cultural Center would be preferable than white in an area with brick. Brian Spencer stated it was to be tan-muted limestone. Assistant Planning & Zoning Manager Cannon referenced special consideration to building within a historic district. Brian Spencer stated that Jim English was at the meeting and could discuss color. Brian Spencer stated to the south is painted stucco, and next painted stucco in pale green. On the north is a newer brick building. Across the street is blue-ish stucco. Brian Spencer further stated they are not interested in faux brick. Brian Spencer said each floor is 3400 square feet, if architects can view floor plan and remote access stairways. Board member Grundhoefer stated that the building is handsome and he is

sure they will come up with a beautiful color. Board Member Grundhoefer stated the garage was lacking human scale. Brian Spencer stated that due to FEMA, a habitable space is not allowed. Board Member Grundhoefer stated that it could be created visually. Board Member Grundhoefer also stated the wall can be blank, not like the Publix façade on Cervantes, but something other than a blank wall could be done. Discussion moved onto floor plan. Brian Spencer stated that rooms along Palafox would have a glass door with ornate entry to building. Chairperson, Paul Ritz asked if there could be embellishment. Brian Spencer stated it goes against good design. Chairperson, Paul Ritz stated spandrel glass could be used to create a storefront effect and could not be seen through. Board Member Grundhoefer stated he wanted the building to feel pedestrian. Jim English mentioned the last thing he wanted to do was stucco and brick, rather, he wanted to bring a historic feeling to South Palafox and with color and texture you can do anything. Chairperson Paul Ritz circled back to wanting to see something at a pedestrian scale other than one nice door and 3 blank spaces. Brian Spencer stated there was an opportunity to create a framework of door and spandrel glass and a transom for reflectivity. Board Member Powell stated this was a good compromise. Board Member Grundhoefer stated that the backside is contemporary and completely appropriate, Chairperson Paul Ritz agreed. Board Member Van Hoose stated that she is not excited about white and felt a darker color would be better due to the abundance of brick on the street. Discussion moved to street view of Escambia Courthouse Building. Chairperson Paul Ritz stated that the elevation is much different. Board Member Van Hoose stated it would be preferred if it blended with those buildings around it. Chairperson Paul Ritz reminded board it was a site plan and aesthetic review before the Board. Board Member Grundhoefer stated future revisions could go through an abbreviated review process. Chairperson Paul Ritz stated it is a major building. Assistant Planning & Zoning Manager Cannon mentioned that another consideration is to have them be approved together as this will continue before City Council. Brian Spencer stated he appreciated the Abbreviated Review due to construction timing. The abbreviated review will go to both Chairperson Paul Ritz and Board Member Grundhoefer. **Board Member Powell made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Larson, and it carried 6:0.**

### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation**

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation introduced by Assistant Planning & Zoning Manager Cannon. Baptist Hospital acquired additional parcels adjacent to the site of their new campus and subsequently requested annexation of the subject. This requires a map amendment to establish a new zoning district. It is customary to apply the adjacent zoning district. This was initiated through the voluntary annexation process; the city did not involuntarily apply these to Baptist. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and it carried 6:0.**

### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Mark Eaton Annexation**

Request for Map Amendments to the City's Zoning and Future Land Use Maps Mark Eaton Annexation, introduction skipped due to similarity to Baptist annexation. Vice Chair

Larson asked about the gap between the two parcels and asked if it created an enclave and if this was permitted. Assistant Planning & Zoning Manager Cannon stated that they cannot create an enclave, access must remain to the other parcels. Mark Eaton has met the criteria of the state and avoided creating an enclave. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson.** Community Member, Bob Humley approached stand and introduced himself. Was confused if he needed to be there due to confusing signage making him think he was being annexed. Assistant Planning & Zoning Manager Cannon and Chairperson Paul Ritz cleared that he was not being annexed, but if he could pursue this through a voluntary process if so desired. **Vote carried 6:0.**

### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Richards Memorial United Church Property Annexation**

Request for Map Amendments to the City's Zoning and Future land Use Maps – Richards Memorial United Church Property Annexation introduced by Assistant Planning & Zoning Manager Cannon. Stated that the jurisdictional boundary goes through the middle of the property and it is being requested into one jurisdiction. Chairperson Paul Ritz asks if there is any discussion or a motion. Vice Chair Larson asked if owner wanted this annex. Assistant Planning & Zoning Manager Cannon answered that this annex was voluntary. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and vote carried 6:0.**

### **Comprehensive Plan Amendment – Coastal Management Element**

Comprehensive Plan Amendment – Coastal Management Element introduced by Assistant Planning & Zoning Manager Cannon. In 2015, the Florida Legislature passed the Peril of Flood Law which directed jurisdictions that have a Coastal Management Element as part of their comprehensive plan to include a redevelopment component with principles that must be used to eliminate inappropriate and unsafe development in coastal areas. These requirements are related to coastal flooding and impacts of sea level rise. Pursuant to Sec 163.3178(2)(f) of Florida Statute Peril of Flood Law, the proposed amendments were drafted by a consulting firm specializing in the Peril of Flood redevelopment component. The redevelopment component must include the six strategies outlined in the state statute addressing best management practices that reduce losses due to flooding. Assistant Planning & Zoning Manager Cannon stated that the Planning Board has the authority to further edit both the existing and proposed language. Proposed amendment recommendations made by Chairperson Paul Ritz, Vice Chair Larson, Board Members Grundhoefer, Van Hoose, and Powel were discussed and notated by Assistant Planning & Zoning Manager Cannon. **Vice Chair Larson motioned to approve as amended, seconded by Board Member Powell, and vote carried 6:0.**

**Open Forum – none**

**Discussion – none**

**Adjournment** – With no further business, the Board adjourned at 5:24 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP  
Assistant Planning Director  
Secretary of the Board



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 23-22

City Council

5/12/2022

---

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PROPOSED ORDINANCE NO. 23-22 - FUTURE LAND USE MAP AMENDMENT - RECENTLY ANNEXED PROPERTY - RICHARDS MEMORIAL UNITED METHODIST CHURCH

**RECOMMENDATION:**

That City Council adopt Proposed Ordinance No. 23-22 on second reading.

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

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City recently approved the annexation of property owned by Richards Memorial United Methodist Church. The annexation necessitates an amendment to the City's Future Land Use and Zoning Maps to include the subject properties. The recommended zoning is R-1A (One and Two Family Residential) with a corresponding Future Land Use designation of MDR (Medium Density Residential).

On April 12, 2022 the Planning Board unanimously recommended approval of the proposed map amendments.

**PRIOR ACTION:**

April 28, 2022 - City Council voted to approve Proposed Ordinance No. 23-22 on first reading.

April 14, 2022 - City Council granted final approval of the annexation request.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The City would receive stormwater and franchise fees and where applicable, ad valorem and public service tax revenues from the subject parcels as well as from any future improvements.

**CITY ATTORNEY REVIEW:** Yes

4/14/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
David Forte, Deputy City Administrator - Community Development  
Sherry Morris, AICP, Development Services Department Director

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 23-22
- 2) Exhibit A - Maps of Annexation Area
- 3) Planning Board Minutes April 12 2022 - DRAFT

**PRESENTATION:** No.

PROPOSED  
ORDINANCE NO. 23-22

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:

ALL THAT CERTAIN PARCEL OR TRACT OF LAND BEING THE NORTH HALF OF BLOCK 204 OF THE WEST KING TRACT AND BEING LOCATED IN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY FLORIDA.

the same is hereby changed to Medium Density Residential (MDR) Land Use District fully as if all of the said real property had been originally included in City of Pensacola Medium Density Residential (MDR) Future Land Use District.

A map depicting the area to be annexed is attached hereto as Exhibit A.

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.

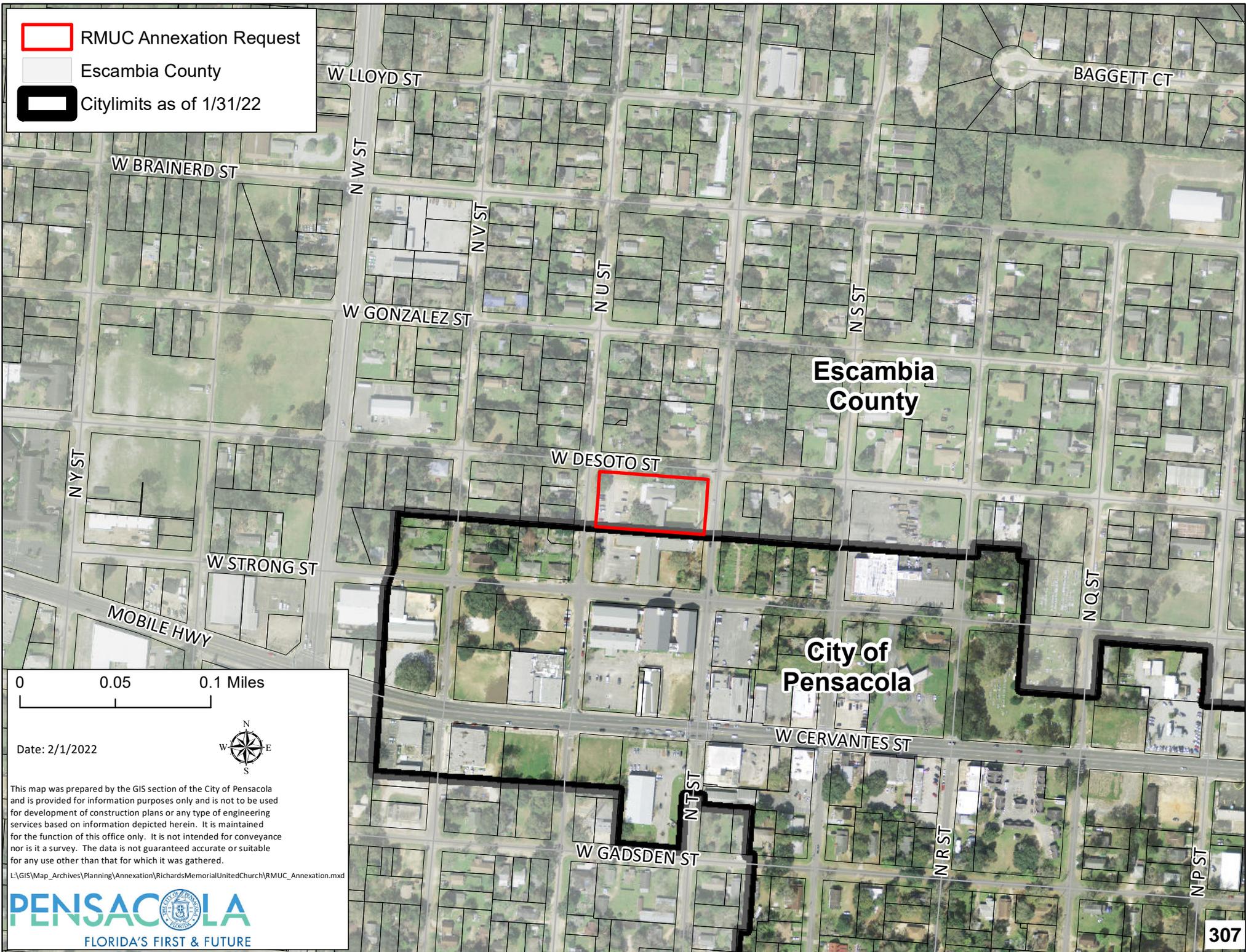
Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

-  RMUC Annexation Request
-  Escambia County
-  Citylimits as of 1/31/22



0 0.05 0.1 Miles



Date: 2/1/2022

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.

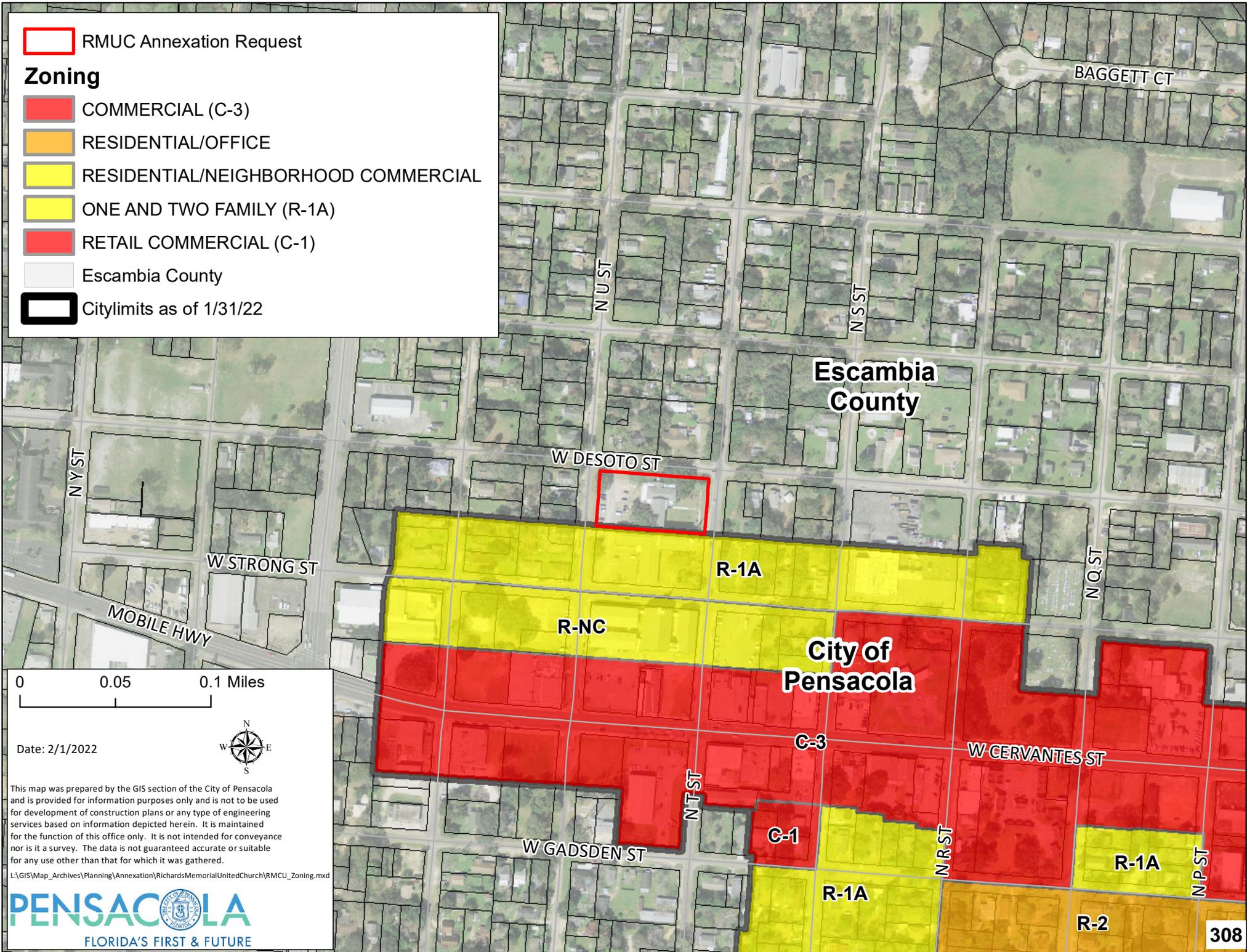
L:\GIS\Map\_Archives\Planning\Annexation\RichardsMemorialUnitedChurch\RMUC\_Annexation.mxd



 RMUC Annexation Request

**Zoning**

-  COMMERCIAL (C-3)
-  RESIDENTIAL/OFFICE
-  RESIDENTIAL/NEIGHBORHOOD COMMERCIAL
-  ONE AND TWO FAMILY (R-1A)
-  RETAIL COMMERCIAL (C-1)
-  Escambia County
-  Citylimits as of 1/31/22



0 0.05 0.1 Miles



Date: 2/1/2022

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\Annexation\RichardsMemorialUnitedChurch\RMUCU\_Zoning.mxd

 RMUC Annexation Request

**Future Landuse**

 COMMERCIAL

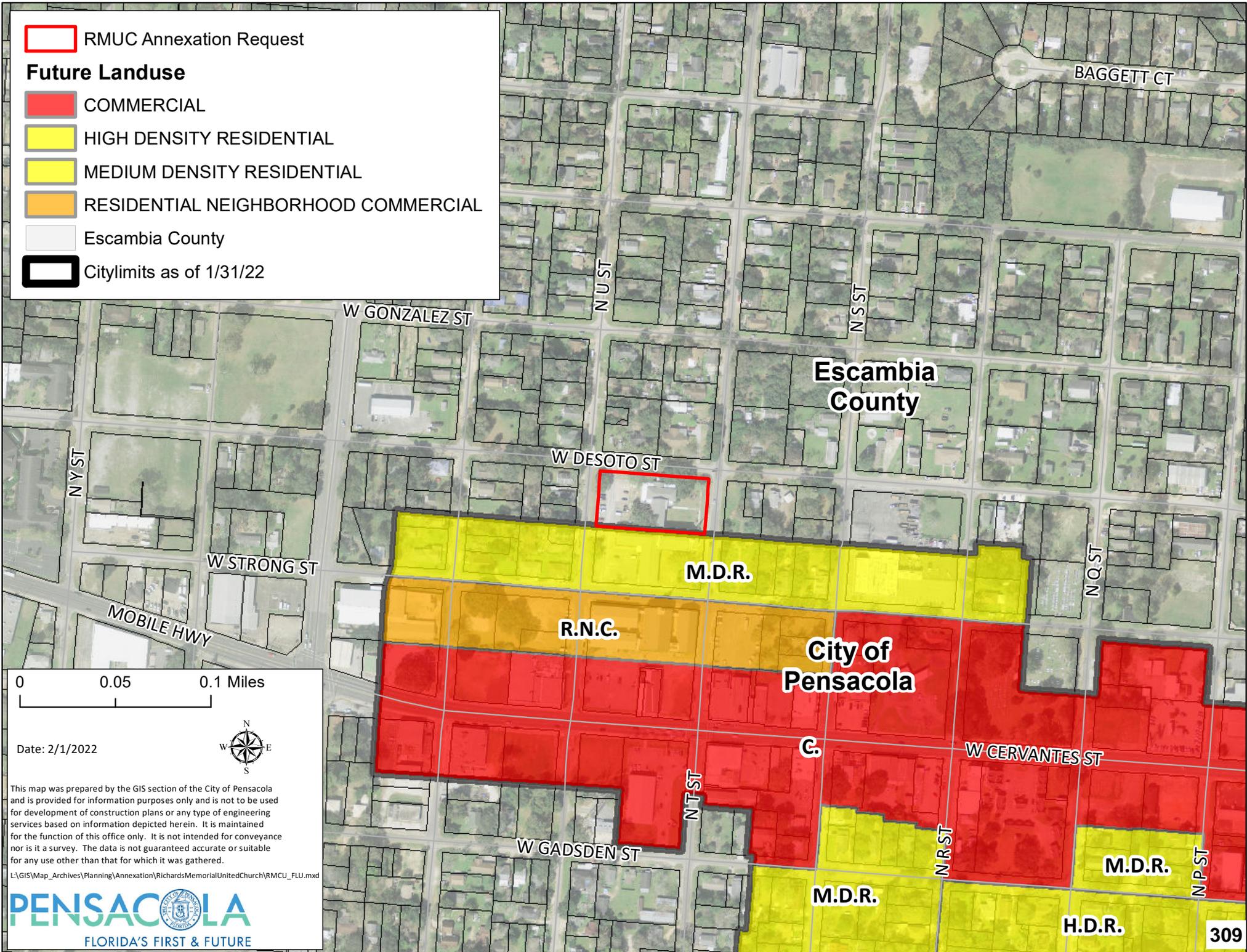
 HIGH DENSITY RESIDENTIAL

 MEDIUM DENSITY RESIDENTIAL

 RESIDENTIAL NEIGHBORHOOD COMMERCIAL

 Escambia County

 Citylimits as of 1/31/22



0 0.05 0.1 Miles

Date: 2/1/2022



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\Annexation\RichardsMemorialUnitedChurch\RMUC\_FLU.mxd



## **MINUTES OF THE PLANNING BOARD**

**April 12, 2022**

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

**MEMBERS ABSENT:** Board Member Villegas (virtual – no voting).

**STAFF PRESENT:** Assistant Planning & Zoning Manager Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Help Desk Technician Russo, Development Services Director Morris

**STAFF VIRTUAL:** Senior Planner Statler

**OTHERS PRESENT:** Bob Cordes, Jim English, Brian Spencer, Bob Humley

### **AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from March 8, 2022
- **New Business:**
- Variance Request – 523 E. Gregory Street
- Aesthetic Review – 523 E. Gregory Street
- Site Plan and Aesthetic Review – 711 S. Palafox Street
- Request for Map Amendments – Baptist Hospital Annexation
- Request for Map Amendments – Mark Eaton Annexation
- Request for Map Amendments – Richards Memorial United Church Property Annexation
- Comprehensive Plan Amendment – Coastal Management Element
- 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 Larson made a motion to approve the March 8, 2022 minutes, seconded by Board Member Grundhoefer, and it carried unanimously.**

**New Business –**

**Variance Request to Section 12-3-12 (1) D.9 – 523. E Gregory Street**

Chairperson Paul Ritz addressed the board and stated that applicant, Bob Cordes, is representing the purchasers of a noncompliant restaurant and converting into a further noncompliant restaurant located at 523 E. Gregory Street. Board Member Grundhoefer inquired if there was a setback. Historic Preservation Planner Harding stated that the location is within the Gateway Review zoning district in which setbacks are based upon specific roads. Bob Cordes stated that they complied with the setbacks. A discussion continued in regards to impervious pavers. Board Member Van Hoose thanked the developer for vision and inquired if there would be room for a car in the specified area. Bob Cordes stated that there would not be room for a vehicle and that it would remain landscaped. Board Member Van Hoose asked if the paved area will be where what is now grass on the lot and if traffic flow around the building would be impacted. Bob Cordes answered yes and no respectively. Board Member Van Hoose asked what the specific condition was and noted that the situation of no outside seating was not created by the city. Board Member Powell asked if railroad right of way is a special condition. Chairperson Paul Ritz stated that 81% does not include the triangle of railroad right of way. Chairperson Paul Ritz stated that as a board all need to agree with all seven variance criteria and deliberation was needed. Chairperson Paul Ritz asked if it was an action of the application. Vice Chair Larson stated that going from 75 to 81 by variance and now more. Historic Preservation Planner Harding said he did not think this met the variance criteria, the site is existing non-conforming. Chairperson Paul Ritz agreed with Historic Preservation Planner Harding. Grundhoefer and Van Hoose both stated there were not conditions that exist that are peculiar for criteria #1. Chairperson, Paul Ritz, stated that if all the criteria are not met, the board need not continue. Bob Cordes asked if criteria would be met if he reduced the amount of impervious surface. Assistant Planning & Zoning Manager, Cannon stated that in asking for a variance, all criteria needed to be met. Assistant City Attorney, Lindsay stated a motion could be made that honors the intent and meets with policy of the Board. Reading from the code, Lindsay stated that Cordes could appeal to the Circuit Court if he did not agree with the ruling. Assistant City Attorney, Lindsay continued by saying that in Quasi, you are sitting and acting as a judge in a court of law. Furthermore, applicant (Cordes) has a right to rebuttal, including after deliberation. Harding stated that it can be approved, denied, or modified to a lesser amount. Assistant Planning & Zoning Manager, Cannon followed this by stating it still must meet the criteria. Chairperson, Paul Ritz clarified by asking if it was being suggested to move the impervious surface to an alternative area. Bob Cordes stated he was in agreement to shift some of the impervious area by using impervious pavers. Chairperson, Paul Ritz inquired if anyone had been to Fusion and stated the applicant could trade some pervious to impervious pavers to get 81%. While showing the area on the screen, Bob Cordes stated that the seating is needed, and he would like to take the surface at the dumpsters and replace with pervious pavers. Board member Van Hoose stated if there are able to make that exchange, a motion would not be needed. Assistant Planning & Zoning Manager, Cannon stated that Bob Cordes must work this out with engineering and then a variance would not be required. Chairperson, Paul Ritz asked if everyone understood that they were getting to 85% and

not staying at 81%. Board Member Grundhoefer stated that whatever the area, grant the variance with modifications to offset the amount of area (+/- 600 square feet) with equal amount of pervious pavers. The special condition is adding pervious area to offset. Board Member Powell stated special conditions were existing or we have determined there was one. **Board member Grundhoefer made a motion to approve contingent on the special condition, seconded by Board Member Powell, and it carried 6:0.**

#### **Aesthetic Review – 523 E. Gregory Street**

Bob Cordes is requesting a new color scheme, removal of storefront doors, addition of a New Orleans flair to design, a door to outside seating, window replacement, and the addition of handicap parking spaces. Chairperson, Paul Ritz, stated the presentation was weak due to missing images other than the photo of the door. Board Member, Grundhoefer, asked if the outdoor dining area would be fenced as they typically are. Bob Cordes stated they planned on moving the existing fence to the outdoor dining area. He further stated that he was unsure if they would get the variance so they did not plan much other than the color scheme changing. Assistant Planning & Zoning Manager, Cannon, stated ECUA provided comments regarding an easement on former DeLeon Right of way and stated they can't have a permanent structure. Assistant Planning & Zoning Manager Cannon asked if Chairman Paul Ritz was requesting color elevations. Chairperson, Paul Ritz stated that in prior cases, more informative plans have been shown and these plans are inconsistent. He stated it is difficult to address with what was presented. Board Member Grundhoefer asked if the three items could be abbreviated review. Chairperson, Paul Ritz stated the last two had gone to Board Member, Grundhoefer. He requested a motion from the Board to request additional information via an abbreviated review. **Board Member Grundhoefer made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Charletha Powell, and it carried 6:0.**

#### **Site Plan and Aesthetic Review – Application – 711 S. Palafox Street**

Jim English is requesting a Site Plan and Aesthetic Review for 711 S. Palafox Street. Brian Spencer referenced 4040 Dunwoody Drive. Jim English discussed with neighbors that their building falls under the category of being a contributing structure by the Architectural Review Board unlike his structure. Historic Preservation Planner Harding provided a history of demo approval. Brian Spencer stated that a precast building system is most appropriate and least impactful to adjacent buildings. Further stating that if you have been along I-10, a building can be seen being constructed using precast. Access to sides is virtually impossible to attain as is the rear due to Baylen Slip. Discussion during demo requested street level detail. Chairperson, Paul Ritz, stated horizontal lines and color like the Cultural Center would be preferable than white in an area with brick. Brian Spencer stated it was to be tan-muted limestone. Assistant Planning & Zoning Manager Cannon referenced special consideration to building within a historic district. Brian Spencer stated that Jim English was at the meeting and could discuss color. Brian Spencer stated to the south is painted stucco, and next painted stucco in pale green. On the north is a newer brick building. Across the street is blue-ish stucco. Brian Spencer further stated they are not interested in faux brick. Brian Spencer said each floor is 3400 square feet, if architects can view floor plan and remote access stairways. Board member Grundhoefer stated that the building is handsome and he is

sure they will come up with a beautiful color. Board Member Grundhoefer stated the garage was lacking human scale. Brian Spencer stated that due to FEMA, a habitable space is not allowed. Board Member Grundhoefer stated that it could be created visually. Board Member Grundhoefer also stated the wall can be blank, not like the Publix façade on Cervantes, but something other than a blank wall could be done. Discussion moved onto floor plan. Brian Spencer stated that rooms along Palafox would have a glass door with ornate entry to building. Chairperson, Paul Ritz asked if there could be embellishment. Brian Spencer stated it goes against good design. Chairperson, Paul Ritz stated spandrel glass could be used to create a storefront effect and could not be seen through. Board Member Grundhoefer stated he wanted the building to feel pedestrian. Jim English mentioned the last thing he wanted to do was stucco and brick, rather, he wanted to bring a historic feeling to South Palafox and with color and texture you can do anything. Chairperson Paul Ritz circled back to wanting to see something at a pedestrian scale other than one nice door and 3 blank spaces. Brian Spencer stated there was an opportunity to create a framework of door and spandrel glass and a transom for reflectivity. Board Member Powell stated this was a good compromise. Board Member Grundhoefer stated that the backside is contemporary and completely appropriate, Chairperson Paul Ritz agreed. Board Member Van Hoose stated that she is not excited about white and felt a darker color would be better due to the abundance of brick on the street. Discussion moved to street view of Escambia Courthouse Building. Chairperson Paul Ritz stated that the elevation is much different. Board Member Van Hoose stated it would be preferred if it blended with those buildings around it. Chairperson Paul Ritz reminded board it was a site plan and aesthetic review before the Board. Board Member Grundhoefer stated future revisions could go through an abbreviated review process. Chairperson Paul Ritz stated it is a major building. Assistant Planning & Zoning Manager Cannon mentioned that another consideration is to have them be approved together as this will continue before City Council. Brian Spencer stated he appreciated the Abbreviated Review due to construction timing. The abbreviated review will go to both Chairperson Paul Ritz and Board Member Grundhoefer. **Board Member Powell made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Larson, and it carried 6:0.**

#### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation**

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation introduced by Assistant Planning & Zoning Manager Cannon. Baptist Hospital acquired additional parcels adjacent to the site of their new campus and subsequently requested annexation of the subject. This requires a map amendment to establish a new zoning district. It is customary to apply the adjacent zoning district. This was initiated through the voluntary annexation process; the city did not involuntarily apply these to Baptist. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and it carried 6:0.**

#### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Mark Eaton Annexation**

Request for Map Amendments to the City's Zoning and Future Land Use Maps Mark Eaton Annexation, introduction skipped due to similarity to Baptist annexation. Vice Chair

Larson asked about the gap between the two parcels and asked if it created an enclave and if this was permitted. Assistant Planning & Zoning Manager Cannon stated that they cannot create an enclave, access must remain to the other parcels. Mark Eaton has met the criteria of the state and avoided creating an enclave. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson.** Community Member, Bob Humley approached stand and introduced himself. Was confused if he needed to be there due to confusing signage making him think he was being annexed. Assistant Planning & Zoning Manager Cannon and Chairperson Paul Ritz cleared that he was not being annexed, but if he could pursue this through a voluntary process if so desired. **Vote carried 6:0.**

### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Richards Memorial United Church Property Annexation**

Request for Map Amendments to the City's Zoning and Future land Use Maps – Richards Memorial United Church Property Annexation introduced by Assistant Planning & Zoning Manager Cannon. Stated that the jurisdictional boundary goes through the middle of the property and it is being requested into one jurisdiction. Chairperson Paul Ritz asks if there is any discussion or a motion. Vice Chair Larson asked if owner wanted this annex. Assistant Planning & Zoning Manager Cannon answered that this annex was voluntary. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and vote carried 6:0.**

### **Comprehensive Plan Amendment – Coastal Management Element**

Comprehensive Plan Amendment – Coastal Management Element introduced by Assistant Planning & Zoning Manager Cannon. In 2015, the Florida Legislature passed the Peril of Flood Law which directed jurisdictions that have a Coastal Management Element as part of their comprehensive plan to include a redevelopment component with principles that must be used to eliminate inappropriate and unsafe development in coastal areas. These requirements are related to coastal flooding and impacts of sea level rise. Pursuant to Sec 163.3178(2)(f) of Florida Statute Peril of Flood Law, the proposed amendments were drafted by a consulting firm specializing in the Peril of Flood redevelopment component. The redevelopment component must include the six strategies outlined in the state statute addressing best management practices that reduce losses due to flooding. Assistant Planning & Zoning Manager Cannon stated that the Planning Board has the authority to further edit both the existing and proposed language. Proposed amendment recommendations made by Chairperson Paul Ritz, Vice Chair Larson, Board Members Grundhoefer, Van Hoose, and Powel were discussed and notated by Assistant Planning & Zoning Manager Cannon. **Vice Chair Larson motioned to approve as amended, seconded by Board Member Powell, and vote carried 6:0.**

**Open Forum – none**

**Discussion – none**

**Adjournment** – With no further business, the Board adjourned at 5:24 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP  
Assistant Planning Director  
Secretary of the Board



Memorandum

---

**File #:** 24-22

City Council

5/12/2022

---

**LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**  
PROPOSED ORDINANCE NO. 24-22 - ZONING MAP AMENDMENT - RECENTLY ANNEXED  
PROPERTY - RICHARD MEMORIAL UNITED METHODIST CHURCH

**RECOMMENDATION:**

That City Council adopt Proposed Ordinance No. 24-22 on second reading.

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF 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, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City recently approved the annexation of property owned by Richards Memorial United Methodist Church. The annexation necessitates an amendment to the City's Future Land Use and Zoning Maps to include the subject properties. The recommended zoning is R-1A (One and Two Family Residential) with a corresponding Future Land Use designation of MDR (Medium Density Residential).

On April 12, 2022 the Planning Board unanimously recommended approval of the proposed map amendments.

**PRIOR ACTION:**

April 28, 2022 - City Council voted to approve Proposed Ordinance No. 24-22 on first reading.

April 14, 2022 - City Council granted final approval of the annexation request.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The City would receive stormwater and franchise fees and where applicable, ad valorem and public service tax revenues from the subject parcels as well as from any future improvements.

**CITY ATTORNEY REVIEW:** Yes

4/14/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Sherry Morris, AICP, Development Services Department Director

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 24-22
- 2) Exhibit A - Maps of Annexation Area
- 3) Planning Board Minutes April 12 2022 - DRAFT

**PRESENTATION:** No.

PROPOSED  
ORDINANCE NO. 24-22

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, FLORIDA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA, FLORIDA; 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 April 28, 2022 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 affirmative 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:

ALL THAT CERTAIN PARCEL OR TRACT OF LAND BEING THE NORTH HALF OF BLOCK 204 OF THE WEST KING TRACT AND BEING LOCATED IN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY FLORIDA.

is hereby changed from County zoning designation to R-1A – One and Two Family Residential.

A map depicting the area to be annexed is attached hereto as Exhibit A.

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

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

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

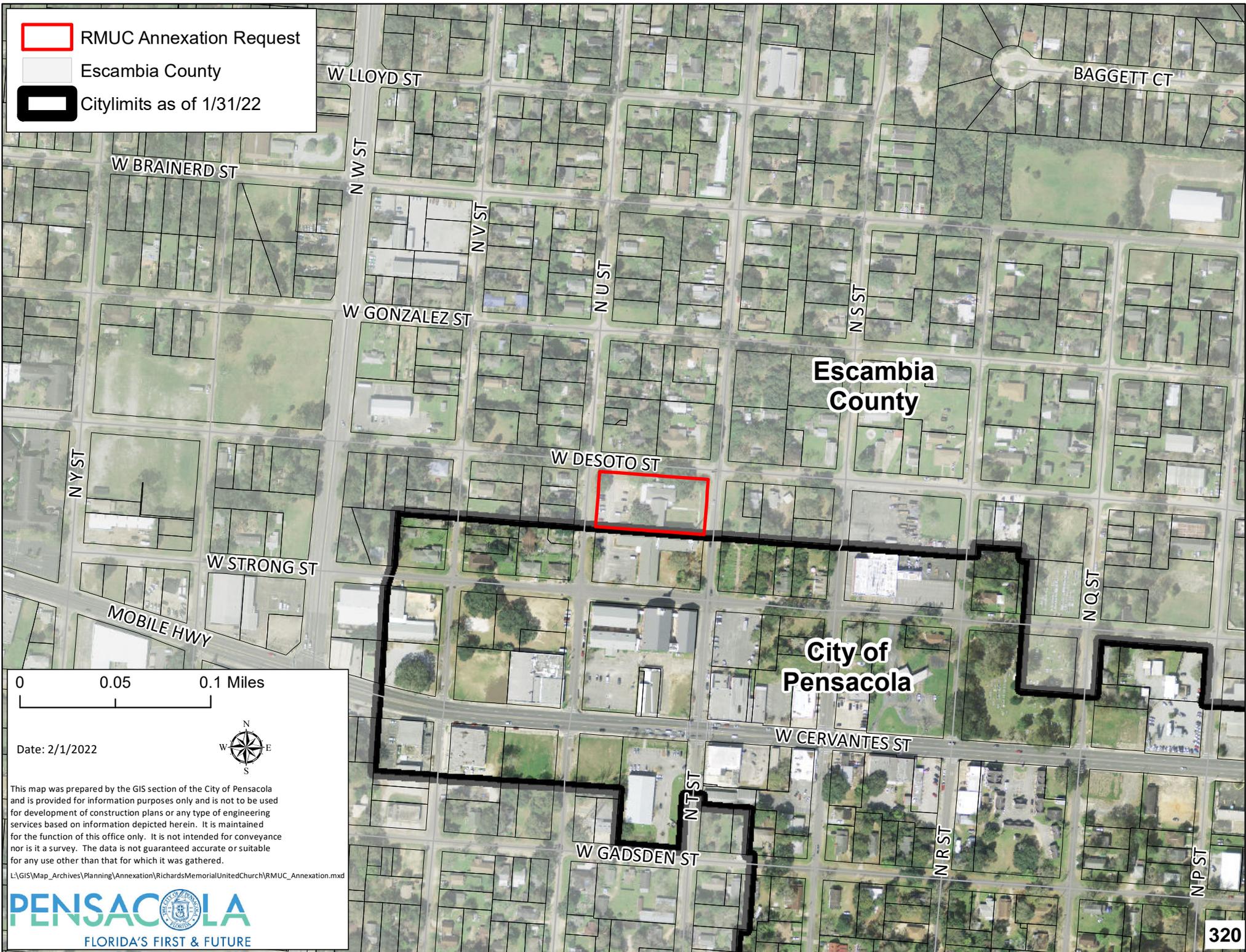
Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk

-  RMUC Annexation Request
-  Escambia County
-  Citylimits as of 1/31/22



0 0.05 0.1 Miles



Date: 2/1/2022

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.

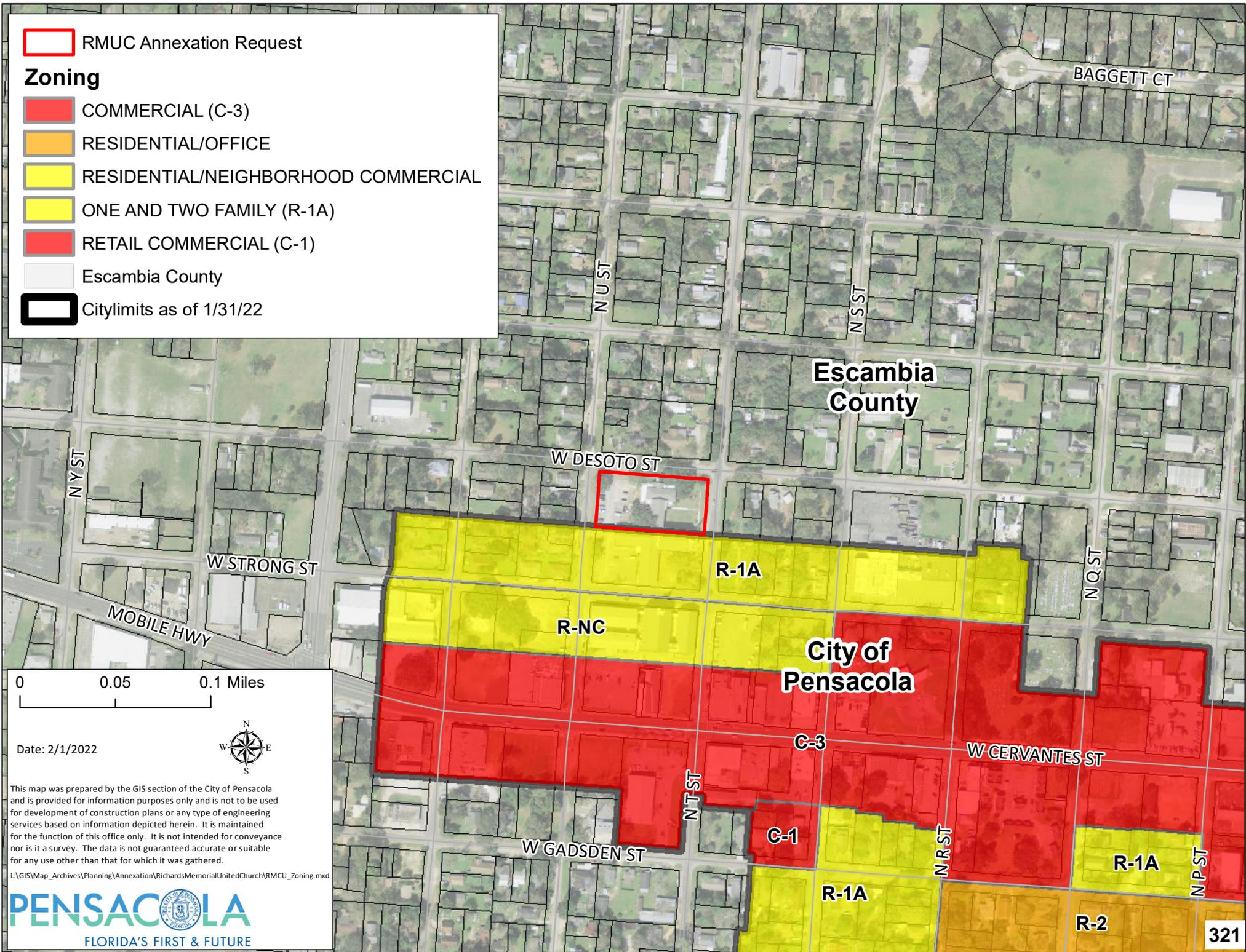
L:\GIS\Map\_Archives\Planning\Annexation\RichardsMemorialUnitedChurch\RMUC\_Annexation.mxd



 RMUC Annexation Request

**Zoning**

-  COMMERCIAL (C-3)
-  RESIDENTIAL/OFFICE
-  RESIDENTIAL/NEIGHBORHOOD COMMERCIAL
-  ONE AND TWO FAMILY (R-1A)
-  RETAIL COMMERCIAL (C-1)
-  Escambia County
-  Citylimits as of 1/31/22



0 0.05 0.1 Miles

Date: 2/1/2022



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\Annexation\RichardsMemorialUnitedChurch\RMUC\_Zoning.mxd

 RMUC Annexation Request

**Future Landuse**

 COMMERCIAL

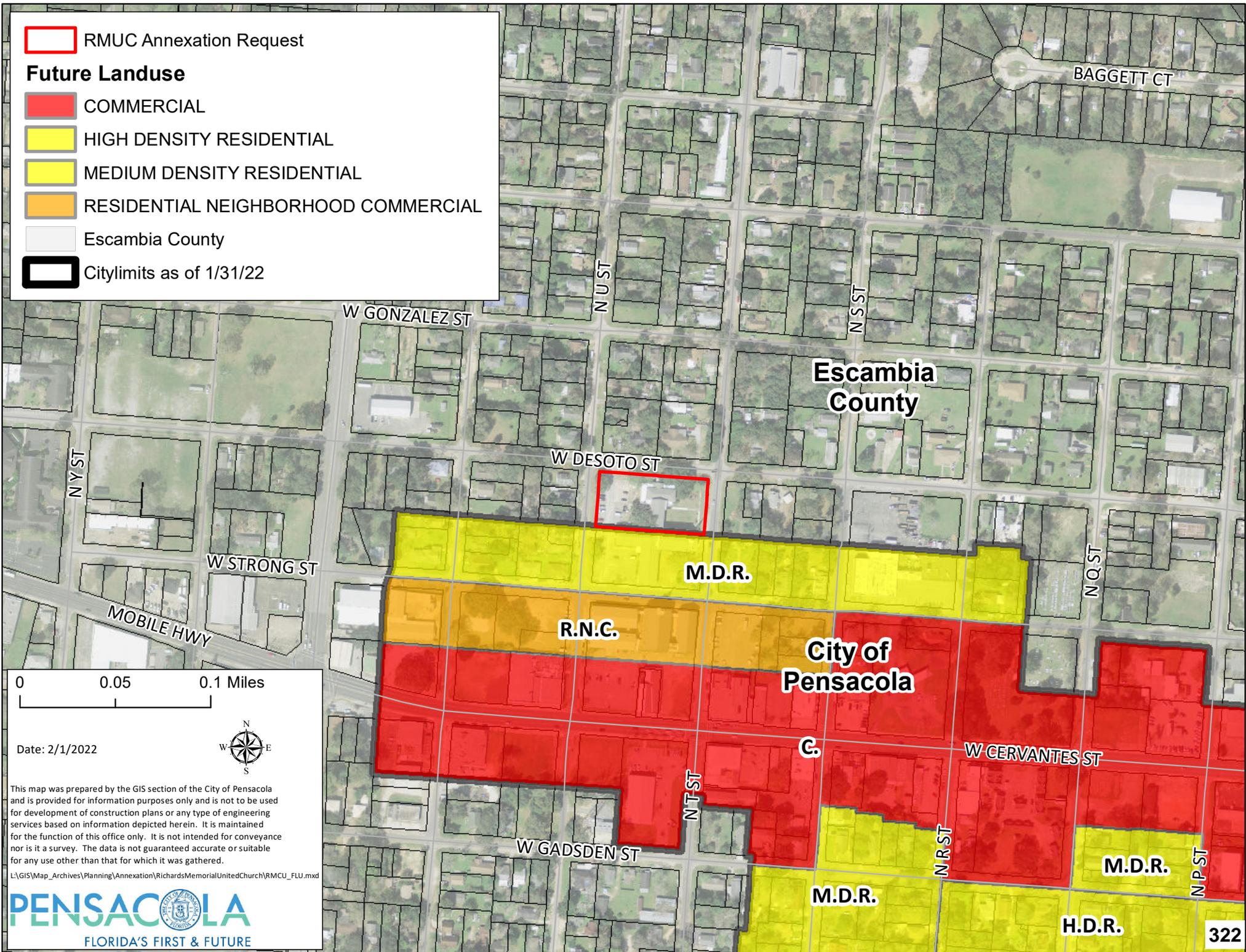
 HIGH DENSITY RESIDENTIAL

 MEDIUM DENSITY RESIDENTIAL

 RESIDENTIAL NEIGHBORHOOD COMMERCIAL

 Escambia County

 Citylimits as of 1/31/22



0 0.05 0.1 Miles

Date: 2/1/2022



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\Annexation\RichardsMemorialUnitedChurch\RMUC\_FLU.mxd



## **MINUTES OF THE PLANNING BOARD**

**April 12, 2022**

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

**MEMBERS ABSENT:** Board Member Villegas (virtual – no voting).

**STAFF PRESENT:** Assistant Planning & Zoning Manager Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Help Desk Technician Russo, Development Services Director Morris

**STAFF VIRTUAL:** Senior Planner Statler

**OTHERS PRESENT:** Bob Cordes, Jim English, Brian Spencer, Bob Humley

### **AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from March 8, 2022
- **New Business:**
- Variance Request – 523 E. Gregory Street
- Aesthetic Review – 523 E. Gregory Street
- Site Plan and Aesthetic Review – 711 S. Palafox Street
- Request for Map Amendments – Baptist Hospital Annexation
- Request for Map Amendments – Mark Eaton Annexation
- Request for Map Amendments – Richards Memorial United Church Property Annexation
- Comprehensive Plan Amendment – Coastal Management Element
- 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 Larson made a motion to approve the March 8, 2022 minutes, seconded by Board Member Grundhoefer, and it carried unanimously.**

**New Business –**

**Variance Request to Section 12-3-12 (1) D.9 – 523. E Gregory Street**

Chairperson Paul Ritz addressed the board and stated that applicant, Bob Cordes, is representing the purchasers of a noncompliant restaurant and converting into a further noncompliant restaurant located at 523 E. Gregory Street. Board Member Grundhoefer inquired if there was a setback. Historic Preservation Planner Harding stated that the location is within the Gateway Review zoning district in which setbacks are based upon specific roads. Bob Cordes stated that they complied with the setbacks. A discussion continued in regards to impervious pavers. Board Member Van Hoose thanked the developer for vision and inquired if there would be room for a car in the specified area. Bob Cordes stated that there would not be room for a vehicle and that it would remain landscaped. Board Member Van Hoose asked if the paved area will be where what is now grass on the lot and if traffic flow around the building would be impacted. Bob Cordes answered yes and no respectively. Board Member Van Hoose asked what the specific condition was and noted that the situation of no outside seating was not created by the city. Board Member Powell asked if railroad right of way is a special condition. Chairperson Paul Ritz stated that 81% does not include the triangle of railroad right of way. Chairperson Paul Ritz stated that as a board all need to agree with all seven variance criteria and deliberation was needed. Chairperson Paul Ritz asked if it was an action of the application. Vice Chair Larson stated that going from 75 to 81 by variance and now more. Historic Preservation Planner Harding said he did not think this met the variance criteria, the site is existing non-conforming. Chairperson Paul Ritz agreed with Historic Preservation Planner Harding. Grundhoefer and Van Hoose both stated there were not conditions that exist that are peculiar for criteria #1. Chairperson, Paul Ritz, stated that if all the criteria are not met, the board need not continue. Bob Cordes asked if criteria would be met if he reduced the amount of impervious surface. Assistant Planning & Zoning Manager, Cannon stated that in asking for a variance, all criteria needed to be met. Assistant City Attorney, Lindsay stated a motion could be made that honors the intent and meets with policy of the Board. Reading from the code, Lindsay stated that Cordes could appeal to the Circuit Court if he did not agree with the ruling. Assistant City Attorney, Lindsay continued by saying that in Quasi, you are sitting and acting as a judge in a court of law. Furthermore, applicant (Cordes) has a right to rebuttal, including after deliberation. Harding stated that it can be approved, denied, or modified to a lesser amount. Assistant Planning & Zoning Manager, Cannon followed this by stating it still must meet the criteria. Chairperson, Paul Ritz clarified by asking if it was being suggested to move the impervious surface to an alternative area. Bob Cordes stated he was in agreement to shift some of the impervious area by using impervious pavers. Chairperson, Paul Ritz inquired if anyone had been to Fusion and stated the applicant could trade some pervious to impervious pavers to get 81%. While showing the area on the screen, Bob Cordes stated that the seating is needed, and he would like to take the surface at the dumpsters and replace with pervious pavers. Board member Van Hoose stated if there are able to make that exchange, a motion would not be needed. Assistant Planning & Zoning Manager, Cannon stated that Bob Cordes must work this out with engineering and then a variance would not be required. Chairperson, Paul Ritz asked if everyone understood that they were getting to 85% and

not staying at 81%. Board Member Grundhoefer stated that whatever the area, grant the variance with modifications to offset the amount of area (+/- 600 square feet) with equal amount of pervious pavers. The special condition is adding pervious area to offset. Board Member Powell stated special conditions were existing or we have determined there was one. **Board member Grundhoefer made a motion to approve contingent on the special condition, seconded by Board Member Powell, and it carried 6:0.**

#### **Aesthetic Review – 523 E. Gregory Street**

Bob Cordes is requesting a new color scheme, removal of storefront doors, addition of a New Orleans flair to design, a door to outside seating, window replacement, and the addition of handicap parking spaces. Chairperson, Paul Ritz, stated the presentation was weak due to missing images other than the photo of the door. Board Member, Grundhoefer, asked if the outdoor dining area would be fenced as they typically are. Bob Cordes stated they planned on moving the existing fence to the outdoor dining area. He further stated that he was unsure if they would get the variance so they did not plan much other than the color scheme changing. Assistant Planning & Zoning Manager, Cannon, stated ECUA provided comments regarding an easement on former DeLeon Right of way and stated they can't have a permanent structure. Assistant Planning & Zoning Manager Cannon asked if Chairman Paul Ritz was requesting color elevations. Chairperson, Paul Ritz stated that in prior cases, more informative plans have been shown and these plans are inconsistent. He stated it is difficult to address with what was presented. Board Member Grundhoefer asked if the three items could be abbreviated review. Chairperson, Paul Ritz stated the last two had gone to Board Member, Grundhoefer. He requested a motion from the Board to request additional information via an abbreviated review. **Board Member Grundhoefer made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Charletha Powell, and it carried 6:0.**

#### **Site Plan and Aesthetic Review – Application – 711 S. Palafox Street**

Jim English is requesting a Site Plan and Aesthetic Review for 711 S. Palafox Street. Brian Spencer referenced 4040 Dunwoody Drive. Jim English discussed with neighbors that their building falls under the category of being a contributing structure by the Architectural Review Board unlike his structure. Historic Preservation Planner Harding provided a history of demo approval. Brian Spencer stated that a precast building system is most appropriate and least impactful to adjacent buildings. Further stating that if you have been along I-10, a building can be seen being constructed using precast. Access to sides is virtually impossible to attain as is the rear due to Baylen Slip. Discussion during demo requested street level detail. Chairperson, Paul Ritz, stated horizontal lines and color like the Cultural Center would be preferable than white in an area with brick. Brian Spencer stated it was to be tan-muted limestone. Assistant Planning & Zoning Manager Cannon referenced special consideration to building within a historic district. Brian Spencer stated that Jim English was at the meeting and could discuss color. Brian Spencer stated to the south is painted stucco, and next painted stucco in pale green. On the north is a newer brick building. Across the street is blue-ish stucco. Brian Spencer further stated they are not interested in faux brick. Brian Spencer said each floor is 3400 square feet, if architects can view floor plan and remote access stairways. Board member Grundhoefer stated that the building is handsome and he is

sure they will come up with a beautiful color. Board Member Grundhoefer stated the garage was lacking human scale. Brian Spencer stated that due to FEMA, a habitable space is not allowed. Board Member Grundhoefer stated that it could be created visually. Board Member Grundhoefer also stated the wall can be blank, not like the Publix façade on Cervantes, but something other than a blank wall could be done. Discussion moved onto floor plan. Brian Spencer stated that rooms along Palafox would have a glass door with ornate entry to building. Chairperson, Paul Ritz asked if there could be embellishment. Brian Spencer stated it goes against good design. Chairperson, Paul Ritz stated spandrel glass could be used to create a storefront effect and could not be seen through. Board Member Grundhoefer stated he wanted the building to feel pedestrian. Jim English mentioned the last thing he wanted to do was stucco and brick, rather, he wanted to bring a historic feeling to South Palafox and with color and texture you can do anything. Chairperson Paul Ritz circled back to wanting to see something at a pedestrian scale other than one nice door and 3 blank spaces. Brian Spencer stated there was an opportunity to create a framework of door and spandrel glass and a transom for reflectivity. Board Member Powell stated this was a good compromise. Board Member Grundhoefer stated that the backside is contemporary and completely appropriate, Chairperson Paul Ritz agreed. Board Member Van Hoose stated that she is not excited about white and felt a darker color would be better due to the abundance of brick on the street. Discussion moved to street view of Escambia Courthouse Building. Chairperson Paul Ritz stated that the elevation is much different. Board Member Van Hoose stated it would be preferred if it blended with those buildings around it. Chairperson Paul Ritz reminded board it was a site plan and aesthetic review before the Board. Board Member Grundhoefer stated future revisions could go through an abbreviated review process. Chairperson Paul Ritz stated it is a major building. Assistant Planning & Zoning Manager Cannon mentioned that another consideration is to have them be approved together as this will continue before City Council. Brian Spencer stated he appreciated the Abbreviated Review due to construction timing. The abbreviated review will go to both Chairperson Paul Ritz and Board Member Grundhoefer. **Board Member Powell made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Larson, and it carried 6:0.**

### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation**

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation introduced by Assistant Planning & Zoning Manager Cannon. Baptist Hospital acquired additional parcels adjacent to the site of their new campus and subsequently requested annexation of the subject. This requires a map amendment to establish a new zoning district. It is customary to apply the adjacent zoning district. This was initiated through the voluntary annexation process; the city did not involuntarily apply these to Baptist. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and it carried 6:0.**

### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Mark Eaton Annexation**

Request for Map Amendments to the City's Zoning and Future Land Use Maps Mark Eaton Annexation, introduction skipped due to similarity to Baptist annexation. Vice Chair

Larson asked about the gap between the two parcels and asked if it created an enclave and if this was permitted. Assistant Planning & Zoning Manager Cannon stated that they cannot create an enclave, access must remain to the other parcels. Mark Eaton has met the criteria of the state and avoided creating an enclave. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson.** Community Member, Bob Humley approached stand and introduced himself. Was confused if he needed to be there due to confusing signage making him think he was being annexed. Assistant Planning & Zoning Manager Cannon and Chairperson Paul Ritz cleared that he was not being annexed, but if he could pursue this through a voluntary process if so desired. **Vote carried 6:0.**

### **Request for Map Amendments to the City's Zoning and Future Land Use Maps – Richards Memorial United Church Property Annexation**

Request for Map Amendments to the City's Zoning and Future land Use Maps – Richards Memorial United Church Property Annexation introduced by Assistant Planning & Zoning Manager Cannon. Stated that the jurisdictional boundary goes through the middle of the property and it is being requested into one jurisdiction. Chairperson Paul Ritz asks if there is any discussion or a motion. Vice Chair Larson asked if owner wanted this annex. Assistant Planning & Zoning Manager Cannon answered that this annex was voluntary. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and vote carried 6:0.**

### **Comprehensive Plan Amendment – Coastal Management Element**

Comprehensive Plan Amendment – Coastal Management Element introduced by Assistant Planning & Zoning Manager Cannon. In 2015, the Florida Legislature passed the Peril of Flood Law which directed jurisdictions that have a Coastal Management Element as part of their comprehensive plan to include a redevelopment component with principles that must be used to eliminate inappropriate and unsafe development in coastal areas. These requirements are related to coastal flooding and impacts of sea level rise. Pursuant to Sec 163.3178(2)(f) of Florida Statute Peril of Flood Law, the proposed amendments were drafted by a consulting firm specializing in the Peril of Flood redevelopment component. The redevelopment component must include the six strategies outlined in the state statute addressing best management practices that reduce losses due to flooding. Assistant Planning & Zoning Manager Cannon stated that the Planning Board has the authority to further edit both the existing and proposed language. Proposed amendment recommendations made by Chairperson Paul Ritz, Vice Chair Larson, Board Members Grundhoefer, Van Hoose, and Powel were discussed and notated by Assistant Planning & Zoning Manager Cannon. **Vice Chair Larson motioned to approve as amended, seconded by Board Member Powell, and vote carried 6:0.**

**Open Forum – none**

**Discussion – none**

**Adjournment** – With no further business, the Board adjourned at 5:24 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP  
Assistant Planning Director  
Secretary of the Board